

Board of Directors Special Meeting  
Monday, October 21st, 2024 at 1pm  
Microsoft Teams Meeting  
[CLICK HERE TO JOIN THE MEETING](#)  
Meeting ID: 258 868 256 260  
Passcode: ar2CTj

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AGENDA

1. Call to Order/Declaration of Quorum
2. Announcements
3. Correspondence
4. Director Conflict of Interest Disclosures
5. Approval of Agenda
6. Public Comment
7. Consent Agenda
  - a. Approval of 8.16.2024 Meeting Minutes
  - b. Financials for August and September 2024
8. Admin/Management/Finance
  - a. PUBLIC HEARING: Resolution 2024-07, A Resolution Adopting Budget, Appropriating Funds, and Certifying Mill Levies for the Calendar Year 2025
  - b. Lone Tree Urban Renewal Authority Tax Increment Financing Agreement
  - c. TGF 2025 Landscaping Contract
  - d. TGF 2024-2025 Snow Removal Contract
  - e. Events
    - i. Plazapalooza Post Event Update
  - f. Vacant Board Seat Discussion Continued
9. Capital Projects
10. Director Updates/Comments
11. Adjournment

Board of Directors Regular Meeting  
Friday, August 16th, 2024, 2024 at 1pm

Microsoft Teams Meeting  
[CLICK HERE TO JOIN THE MEETING](#)

Meeting ID: 297 870 082 052

Passcode: mho8Xv

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Minutes

1. Call to Order/Declaration of Quorum

In attendance:

Directors: Pat McGaughran, Brigette Muckerman

City Staff: Jeff Holwell, Matt Gordon

Absent:

Directors: Darryl Shoemake

Chair McGaughran called the meeting to order at 1:05pm.

2. Announcements

N/A

3. Correspondence

a. McMahan and Associates, L.L.C. Board Communication Letter, 2023 Financial Audit  
Matthew Miller, Managing Member with McMahan and Associates shared a letter detailing results of the LTBD's annual financial audit.

4. Director Conflict of Interest Disclosures

N/A

5. Approval of Agenda

Chair McGaughran moved to approve. Seconded by Director Muckerman. Motion passed unanimously.

6. Public Comment

Christi from The Garden Fairy shared public comment.

7. Consent Agenda

a. Approval of Meeting Minutes 5.7.2024

b. Financials for May, June, and July 2024

Chair McGaughran moved to approved. Seconded by Director Muckerman. Motioned passed unanimously.

8. Admin/Management/Finance

a. Budget to Actual Through Q2 2024 and Budget Preview

Secretary Gordon provided recommendations and updates on the 2025 budget including increasing the mill levy and implementing programs to expand electrical, landscaping, and grant funding in 2025.

b. Lone Tree Urban Renewal Authority Tax Increment Financing Agreement

Holwell provided an overview of the TIF Agreement proposed by the Lone Tree Urban Renewal Authority. Board members opted to hold on a vote until their third member, Director Shoemake, could be in attendance.

c. Events

i. Plazapalooza Funding Request and Update

Chair McGaughran moved to approve. Seconded by Director Muckerman. Motion passed unanimously.

d. Vacant Board Seat Discussion Continued

Secretary Gordon provided an update on recruitment for vacant Board seats. No recommendations made.

9. Capital Projects

a. Plaza Festoon Lighting Project

Secretary Gordon shared an update on costs and plans to address the festoon lights in the plaza near United Artist. Chair McGaughran suggested partnering with an electrician to move the power from the United Artist building to his building within the plaza.

b. Asphalt Project Closeout

Secretary Gordon provided closeout details for the asphalt, concrete, and restriping project completed by Brown Brothers Asphalt and Concrete. Project closed out at budget and covered additional areas not originally in the project scope of work.

10. Director Updates/Comments

N/A

11. Adjournment

Chair McGaughran moved to adjourn the meeting. Seconded by Director Muckerman. Meeting adjourned at 2:15pm.

**APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_, 2024  
(signature page follows)**

**LONE TREE BUSINESS IMPROVEMENT DISTRICT**

By: \_\_\_\_\_  
Pat McGaughran, Chair

**ATTEST:**

\_\_\_\_\_  
Darryl Shoemake, Secretary



# Lone Tree Business Improvement District

## Balance Sheet

As of August 31, 2024

	TOTAL
<b>ASSETS</b>	
Current Assets	
Bank Accounts	
1-101 TCF Checking Account	179,814.09
1-110 Bill.com Money Out Clearing	5,000.00
4-102 TCF CD	0.00
4-103 TCF CD - 09/10/21 - 0.2%	0.00
<b>Total Bank Accounts</b>	<b>\$184,814.09</b>
Other Current Assets	
1-115 Pooled Cash- General Fund	-275,849.28
1-120 Due from County Treasurer	1,543.06
1-135 Property Taxes Receivable	117,859.49
1-142 Prepaid Insurance	2,641.00
4-115 Pooled Cash- Capital Fund	275,850.42
4-141 Accrued Interest Receivable	0.00
<b>Total Other Current Assets</b>	<b>\$122,044.69</b>
<b>Total Current Assets</b>	<b>\$306,858.78</b>
<b>TOTAL ASSETS</b>	<b>\$306,858.78</b>
<b>LIABILITIES AND EQUITY</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
1-201 Accounts Payable	5,789.00
<b>Total Accounts Payable</b>	<b>\$5,789.00</b>
Other Current Liabilities	
1-211 Deferred Property Taxes	117,859.49
<b>Total Other Current Liabilities</b>	<b>\$117,859.49</b>
<b>Total Current Liabilities</b>	<b>\$123,648.49</b>
<b>Total Liabilities</b>	<b>\$123,648.49</b>
Equity	
1-301 Fund Balance - General Fund	222,001.62
4-301 Fund Balance- Capital Fund	217,750.94
Net Income	-256,542.27
<b>Total Equity</b>	<b>\$183,210.29</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$306,858.78</b>

# Lone Tree Business Improvement District

## Balance Sheet

As of September 30, 2024

	TOTAL
<b>ASSETS</b>	
Current Assets	
Bank Accounts	
1-101 TCF Checking Account	217,722.77
1-110 Bill.com Money Out Clearing	5,000.00
4-102 TCF CD	0.00
4-103 TCF CD - 09/10/21 - 0.2%	0.00
<b>Total Bank Accounts</b>	<b>\$222,722.77</b>
Other Current Assets	
1-115 Pooled Cash- General Fund	-275,849.28
1-120 Due from County Treasurer	1,543.06
1-135 Property Taxes Receivable	117,859.49
1-142 Prepaid Insurance	2,641.00
4-115 Pooled Cash- Capital Fund	275,850.42
4-141 Accrued Interest Receivable	0.00
<b>Total Other Current Assets</b>	<b>\$122,044.69</b>
<b>Total Current Assets</b>	<b>\$344,767.46</b>
<b>TOTAL ASSETS</b>	<b>\$344,767.46</b>
<b>LIABILITIES AND EQUITY</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
1-201 Accounts Payable	5,789.00
<b>Total Accounts Payable</b>	<b>\$5,789.00</b>
Other Current Liabilities	
1-211 Deferred Property Taxes	117,859.49
<b>Total Other Current Liabilities</b>	<b>\$117,859.49</b>
<b>Total Current Liabilities</b>	<b>\$123,648.49</b>
<b>Total Liabilities</b>	<b>\$123,648.49</b>
Equity	
1-301 Fund Balance - General Fund	222,001.62
4-301 Fund Balance- Capital Fund	217,750.94
Net Income	-218,633.59
<b>Total Equity</b>	<b>\$221,118.97</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$344,767.46</b>

# Lone Tree Business Improvement District

## Statement of Activity

January - August, 2024

	TOTAL
<b>Income</b>	
1-400 General Fund Revenue	
1-401 Property Tax Revenue	275,824.09
1-403 Interest Income	1,043.68
<b>Total 1-400 General Fund Revenue</b>	<b>276,867.77</b>
<b>Total Income</b>	<b>\$276,867.77</b>
<b>Expenses</b>	
1-500 General Fund Expenditures	
1-501 Administrative	
1-502 Accounting	1.50
1-503 Management	27,328.39
1-504 Audit	5,000.00
1-505 Insurance/SDA Dues	608.34
1-506 Legal	100.45
1-507 Office Supplies / Misc Other	631.86
1-508 Treasurer's Fees	1.50
<b>Total 1-501 Administrative</b>	<b>33,672.04</b>
1-560 Landscaping & Other Maintenance	
1-561 Base Contract	245,750.00
1-562 Irrigation Repairs	3,380.00
1-563 Annual Flowers	17,500.00
1-564 Mulch Replacement	4,500.00
<b>Total 1-560 Landscaping &amp; Other Maintenance</b>	<b>271,130.00</b>
1-580 Snow Plow Services	
1-581 Truck & Skid Loader Plowing	26,662.50
1-582 ATV & Hand Shoveling	30,840.00
1-583 Ice Melt	8,550.00
<b>Total 1-580 Snow Plow Services</b>	<b>66,052.50</b>
<b>Total 1-500 General Fund Expenditures</b>	<b>370,854.54</b>
4-770 Capital Fund Expenditures	
4-781 Parking Lot Improvements	162,554.00
<b>Total 4-770 Capital Fund Expenditures</b>	<b>162,554.00</b>
Melio Service Fees	1.50
<b>Total Expenses</b>	<b>\$533,410.04</b>
<b>NET OPERATING INCOME</b>	<b>\$ -256,542.27</b>
<b>Other Expenses</b>	
Reconciliation Discrepancies	0.00
<b>Total Other Expenses</b>	<b>\$0.00</b>
<b>NET OTHER INCOME</b>	<b>\$0.00</b>
<b>NET INCOME</b>	<b>\$ -256,542.27</b>

# Lone Tree Business Improvement District

## Statement of Activity

January - September, 2024

	TOTAL
<b>Income</b>	
1-400 General Fund Revenue	
1-401 Property Tax Revenue	319,511.14
1-403 Interest Income	1,144.31
<b>Total 1-400 General Fund Revenue</b>	<b>320,655.45</b>
<b>Total Income</b>	<b>\$320,655.45</b>
<b>Expenses</b>	
1-500 General Fund Expenditures	
1-501 Administrative	
1-502 Accounting	1.50
1-503 Management	27,328.39
1-504 Audit	5,000.00
1-505 Insurance/SDA Dues	608.34
1-506 Legal	100.45
1-507 Office Supplies / Misc Other	721.86
1-508 Treasurer's Fees	1.50
<b>Total 1-501 Administrative</b>	<b>33,762.04</b>
1-560 Landscaping & Other Maintenance	
1-561 Base Contract	251,539.00
1-562 Irrigation Repairs	3,380.00
1-563 Annual Flowers	17,500.00
1-564 Mulch Replacement	4,500.00
<b>Total 1-560 Landscaping &amp; Other Maintenance</b>	<b>276,919.00</b>
1-580 Snow Plow Services	
1-581 Truck & Skid Loader Plowing	26,662.50
1-582 ATV & Hand Shoveling	30,840.00
1-583 Ice Melt	8,550.00
<b>Total 1-580 Snow Plow Services</b>	<b>66,052.50</b>
<b>Total 1-500 General Fund Expenditures</b>	<b>376,733.54</b>
4-770 Capital Fund Expenditures	
4-781 Parking Lot Improvements	162,554.00
<b>Total 4-770 Capital Fund Expenditures</b>	<b>162,554.00</b>
Melio Service Fees	1.50
<b>Total Expenses</b>	<b>\$539,289.04</b>
<b>NET OPERATING INCOME</b>	<b>\$ -218,633.59</b>
<b>Other Expenses</b>	
Reconciliation Discrepancies	0.00
<b>Total Other Expenses</b>	<b>\$0.00</b>
<b>NET OTHER INCOME</b>	<b>\$0.00</b>
<b>NET INCOME</b>	<b>\$ -218,633.59</b>



# Lone Tree Business Improvement District

## Check Detail

August - September, 2024

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR	AMOUNT
1-101 TCF Checking Account						
08/01/2024	Expense		Melio	Melio 4837807 MEMO Melio 4837807 240801	C	-1.50
				Melio 4837807 MEMO Melio 4837807 240801		1.50
08/05/2024	Expense		QuickBooks Payments	INTUIT * QBooks Onl MEMO INTUIT * QBooks Onl240803	R	-90.00
				INTUIT * QBooks Onl MEMO INTUIT * QBooks Onl240803		90.00
08/09/2024	Bill Payment (Check)	8081364	The Garden Fairy, LLC	Inv 62696	R	-465.00
						-465.00
08/09/2024	Bill Payment (Check)	8083344	Brown Brothers Asphalt & Concrete, LLC	Inv 0012180	R	-29,960.00
						-29,960.00
08/09/2024	Bill Payment (Check)	8083158	The Garden Fairy, LLC	Inv 62712	R	-5,789.00
						-5,789.00
08/12/2024	Expense		The Garden Fairy, LLC	The Garden Fairy 62696 MEMO The Garden Fairy62696 240812	C	-465.00
				The Garden Fairy 62696 MEMO The Garden Fairy62696 240812		465.00
08/12/2024	Expense		Brown Brothers Asphalt & Concrete, LLC	Brown Brothers A 0012180 MEMO Brown Brothers A0012180 240812	C	-29,960.00
				Brown Brothers A 0012180 MEMO Brown Brothers A0012180 240812		29,960.00
08/12/2024	Expense		The Garden Fairy, LLC	The Garden Fairy 62712 MEMO The Garden Fairy62712 240812	C	-5,789.00
				The Garden Fairy 62712 MEMO The Garden Fairy62712 240812		5,789.00
08/15/2024	Bill Payment (Check)		McMahan and Associates, LLC		R	-5,000.00
						-5,000.00
08/16/2024	Expense		McMahan and Associates, LLC	McMahan and Asso 19024 MEMO McMahan and Asso19024 240816	C	-5,000.00
				McMahan and Asso 19024 MEMO McMahan and Asso19024 240816		5,000.00
09/03/2024	Bill Payment (Check)		The Garden Fairy, LLC		C	-5,789.00
						-5,789.00
09/04/2024	Expense		QuickBooks Payments	INTUIT * QBooks Onl MEMO INTUIT * QBooks Onl240903	C	-90.00
				INTUIT * QBooks Onl MEMO INTUIT * QBooks Onl240903		90.00

**LONE TREE BUSINESS IMPROVEMENT DISTRICT  
RESOLUTION NO. 2024-07**

**A RESOLUTION ADOPTING BUDGET, APPROPRIATING FUNDS, AND  
CERTIFYING MILL LEVIES FOR THE CALENDAR YEAR 2025**

WHEREAS, the Board has designated its accountant to prepare and submit a proposed budget to the Board in accordance with Colorado law; and

WHEREAS, the proposed budget has been submitted to the Board for its review and consideration; and

WHEREAS, upon due and proper notice, provided in accordance with Colorado law, said proposed budget was open for inspection by the public at a designated place, a public hearing was held and interested electors were given the opportunity to register their protest to the proposed budget prior to the adoption of the budget by the Board.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE LONE TREE BUSINESS IMPROVEMENT DISTRICT:

Section 1. Adoption of Budget. The budget attached here to and incorporated herein is approved and adopted as the budget of the District for fiscal year 2025. In the event of recertification of values by the County Assessor's Office after the date of adoption hereof, staff is hereby direct to modify and/or adjust the budget and certification to reflect the recertification without the need for additional Board authorization.

Section 2. Levy for General Operating Expenses. For the purpose of meeting all general operating expenses of the District during the 2025 budget year, there is hereby levied a tax of 17.500 mills upon each dollar of the total valuation of assessment of all taxable property within the District.

Section 3. Levy for Debt Service Obligations. For the purposes of meeting all debt service obligations of the District during the 2025 budget year, there is hereby levied a tax of 0.000 mills upon each dollar of the total valuation of assessment of all taxable property within the District.

Section 4. Levy for Contractual Obligation Expenses. For the purposes of meeting all contractual obligations of the District during the 2025 budget year, there is hereby levied a tax of 0.000 mills upon each dollar of the total valuation of assessment of all taxable property within the District.

Section 5. Levy for Capital Project Expenses. For the purposes of meeting all capital project obligations of the District during the 2025 budget year, there is hereby levied a tax of 0.000 mills upon each dollar of the total valuation of assessment of all taxable property within the District.

Section 6. Mill Levy Adjustment. When developing the attached budget, consideration was given to any changes in the method of calculating assessed valuation, including any changes to the assessment ratios, or any constitutionally mandated tax credit, cut or abatement, as authorized in the District's service plan. The Board hereby determines in good faith (such determination to be binding and final), that to the extent possible, the adjustments to the mill levies made to account for changes in Colorado law described in the prior sentence, and the actual tax revenues generated by the mill levies, are neither diminished nor enhanced as a result of those changes.

Section 7. Certification to County Commissioners. The Board directs its legal counsel, manager, accountant, or other designee to certify to the Board of County Commissioners of Douglas County, Colorado the mill levies for the District as set forth herein. Such certification shall be in compliance with the requirements of Colorado law.

Section 8. Appropriations. The amounts set forth as expenditures in the budget attached hereto are hereby appropriated.

Section 9. Filing of Budget and Budget Message. The Board hereby directs its legal counsel, manager, or other designee to file a certified copy of the adopted budget resolution, the budget and budget message with the Division of Local Government by January 31<sup>st</sup> of the ensuing year.

Section 10. Budget Certification. The budget shall be certified by a member of the District, or a person appointed by the District, and made a part of the public records of the District.

**ADOPTED AND APPROVED ON THIS \_\_\_ DAY OF \_\_\_\_\_ 2024.**

LONE TREE BUSINESS IMPROVEMENT DISTRICT

By: \_\_\_\_\_

Pat McGaughran, Chair

**ATTEST:**

(SEAL)

\_\_\_\_\_  
Darryl Shoemake, Secretary





## **2025 Operating Plan and Budget**

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**Prepared By:**

**City of Lone Tree, Economic Development  
9220 Kimmer Dr, Suite 100  
Lone Tree, CO 80124**

**Jeff Holwell  
Director of Economic Development and Public Affairs  
[Jeff.holwell@cityoflonetree.com](mailto:Jeff.holwell@cityoflonetree.com)  
(720) 509-1276**

**Matt Gordon  
Management Analyst I, Economic Development and Housing Policy Specialist  
[Matt.gordon@cityoflonetree.com](mailto:Matt.gordon@cityoflonetree.com)  
(720) 509-1006**

**Table of Contents**

I. PURPOSE AND SCOPE OF THE BID ..... 1

II. COMPOSITION OF THE BOARD OF DIRECTORS ..... 1

III. DESCRIPTION OF IMPROVEMENTS AND SERVICES..... 2

IV. TAXES, FEES, and ASSESSMENTS ..... 4

V. DEBT ..... 4

VI. INTERGOVERNMENTAL AGREEMENTS ..... 4

VII. OTHER MATERIAL AGREEMENTS ..... 4

VIII. OPERATION AND MAINTENANCE..... 4

IX. FINANCIAL PLAN..... 5

X. CITY OVERSIGHT OF BID ACTIVITIES ..... 5

XI. PROCEDURE FOR OBTAINING CITY APPROVAL OF MODIFICATIONS OF THE OPERATING PLAN..... 6

XII. PRIOR ACTIONS..... 7

XIII. 2024 ACHIEVEMENTS AND HIGHLIGHTS ..... 7

XIV. 2025 VISION ..... 8

XV. CONCLUSION..... 8

EXHIBIT A- Map of Service Area of the BID

EXHIBIT B- Budget for 2025

EXHIBIT C- Intergovernmental Agreement between Lone Tree Business Improvement District and the City of Lone Tree

## EXECUTIVE SUMMARY

On July 20, 2015 the City of Lone Tree (the “City”) received a petition signed by commercial business owners seeking the formation of the Lone Tree Business Improvement District (the “BID”). On September 1, 2015 the Lone Tree City Council (the “City Council”) approved the formation of the BID. The BID was created to assist with the financing, construction, operation, marketing and maintenance of public improvements and public services intended to maintain and improve the economic performance of business entities located within the BID.

### BID Budget.

Under state law, by October 15th of each year, the BID must submit an operating plan and budget to the City for approval. The Board of Directors (the “Board”) must also hold a hearing prior to adoption of the final budget. As required by §31-25-1201, et seq., C.R.S. (the “BID Act”) the budget must be used for public improvements and public services.

### Board of Directors.

The BID is governed by a board of directors who are appointed by, and may be removed by City Council. BID directors must be “electors” of the BID. Current members of the Board include: Pat McGaughran, Brigette Muckerman, Darryl Shoemake. The Board currently has two vacancies.

### Revenues.

On September 1, 2015, the BID conducted an election and placed questions on the November 2015 ballot seeking voter approval for a property tax within the BID. This authorization allows the appointed BID to impose property taxes of up to 20 mills. Eligible electors were also asked to authorize the BID to levy fees generating up to \$250,000 annually to finance the operation, administration, and maintenance expenses of the BID. The District has certified a mill levy of 17.5 mills since 2021 and will do so again in 2024 for the 2025 budget.

## **2025 OPERATING PLAN AND BUDGET FOR THE LONE TREE BUSINESS IMPROVEMENT DISTRICT**

### **I. PURPOSE AND SCOPE OF THE BID**

- a. Purpose. The main purpose of the BID is to provide financing, construction, operation, marketing and maintenance of public improvements and public services necessary to improve the overall experience within the BID. The service area, consisting of the territory that is within the boundaries of the BID, is shown in Exhibit A attached hereto and incorporated herein by this reference.
- b. Background. The BID was organized by an ordinance of the City on September 1, 2015. By state statute, specifically § 31-25-1211, C.R.S., by September 30th of each year, the BID is required to submit an operating plan and budget to the City for review and approval. This document is the submittal for 2025.
- c. Operating Plan Contents. Pursuant to the provisions of the Business Improvement District Act, § 31-25-1201, et seq., C.R.S., as amended, this Operating Plan specifically identifies: the composition of the Board of Directors, services and improvements to be provided by the BID, the taxes, fees, and assessments to be imposed by the BID, the estimated principal amount of the bonds to be issued by the BID, and such other information as the City may require.
- d. Contact Persons. The Board has appointed the following contact persons:  
Jeff Holwell  
City of Lone Tree  
Director of Economic Development and Public Affairs  
[Jeff.holwell@cityoflonetree.com](mailto:Jeff.holwell@cityoflonetree.com)  
(720) 509-1276  
  
Matt Gordon  
City of Lone Tree  
Management Analyst I, Economic Development and Housing Policy Specialist  
[Matt.gordon@cityoflonetree.com](mailto:Matt.gordon@cityoflonetree.com)  
(720) 509-1006

### **II. COMPOSITION OF THE BOARD OF DIRECTORS**

The BID statute provides the City Council may appoint eligible electors to serve on the Board. An eligible elector means a natural person who is a citizen of the United States, a resident of Colorado aged eighteen years or older and who either 1) makes his primary dwelling place in the BID; 2) owns taxable real or personal property within the boundaries of the BID; 3) is the holder of a leasehold interest in taxable real or personal property within the boundaries of the BID; or 4) is the natural person designated by an owner or lessee of taxable real or personal property in the BID which is not a natural person to vote for such owner or lessee.

The City Council appointed the following individuals to the Board to serve at the pleasure of the City Council:

Pat McGaughran  
Brigette Muckerman  
Darryl Shoemake

### III. DESCRIPTION OF IMPROVEMENTS AND SERVICES

Under the organizational ordinance, the powers and the services or improvements to be provided by the BID include, but are not limited to:

a. "Improvements" as that term is defined in Section 31-25-1203(5), C.R.S.:

“public improvements, including but not limited to streets, sidewalks, curbs, gutters, pedestrian malls, streetlights, drainage facilities, landscaping, decorative structures, statuary, fountains, identification signs, traffic safety devices, bicycle paths, off-street parking facilities, benches, rest rooms, information booths, public meeting facilities, and all necessary, incidental, and appurtenant structures and improvements.”

"Improvements" also include the relocation and improvement of existing utility lines.

- b. Landscaping Improvements including, but not limited to, landscaping, decorative structures, statuary, fountains, and all necessary, incidental, and appurtenant facilities, land, and easements, together with extensions of and improvements to such facilities.
- c. Traffic Safety Devices and Controls on streets and highways, together with all necessary, incidental, and appurtenant facilities, land, and easements, together with extensions of and improvements to said facilities.
- d. Street Improvements, including streets, sidewalks, curbs, gutters, culverts, and other drainage facilities, bridges, parking, overpasses, and pedestrian ways, interchanges, median islands, paving, streetlights, grading, landscaping, irrigation, identification, way-finding, and other signs, together with all necessary, incidental, and appurtenant facilities, land, and easements, together with extensions of and improvements to said facilities.
- e. Interior Common Area Improvements, Operation, and Maintenance, including floors, walls, lighting, seating, landscaping, planters, recreation facilities, kiosks, public information booths, stairways, escalators, elevators, public meeting areas and other interior public improvements as identified by the Board.
- f. Park and Recreation Improvements, including the design, acquisition, construction, relocation, completion, installation and/or operation and maintenance of parks and recreational facilities including, but not limited to, parks, bike paths and pedestrian ways, bridges, open space, landscaping, fences, walls, cultural activities, play areas, conservatories, community recreational centers, tennis courts, water bodies, waterfalls,



fountains, streams, lakes, ponds, irrigation facilities, and other active and passive recreational facilities and programs, and all necessary, incidental and appurtenant facilities, land and easements, together with extensions of and improvements to said facilities.

- g. Public Transportation, including the design, acquisition, installation, construction, operation, and maintenance of public transportation system improvements, including transportation equipment, park and ride facilities and parking lots, structures, roofs, covers, and facilities, together with all necessary, incidental and appurtenant facilities, land and easements, and all necessary extension of and improvements to said facilities or systems; provided, however, that the design, acquisition, installation, construction, operation, and maintenance of public transportation system improvements shall, where applicable, be subject to the entry into authorizing contracts pursuant to the provisions of Part 2 of Article 1 of Title 29, C.R.S.
- h. The Ownership, Operation, and Maintenance of any public improvement.
- i. The Provision of Services as described in Section 31-25-1212(1)(f), C.R.S. Such Section 31-25- 1212(1)(f) explains the power to provide services as follows:
  - a. Consulting with respect to planning or managing development activities;
  - b. Maintenance of improvements, by contract, if it is determined to be the most cost efficient;
  - c. Promotion or marketing of BID activity;
  - d. Organization, promotion, marketing, and management of public events;
  - e. Activities in support of business recruitment, management, and development;
  - f. Security for businesses and public areas located within the district;
  - g. Snow removal or refuse collection, by contract, if it is determined to be the most cost- efficient; and Providing design assistance.
- j. The Exercise of Other Powers that are granted to business improvement districts under Section 31-25-1212, C.R.S. and other law.
- k. Audits. The BID shall complete its own audit as required by Part 6 of Article 1 of Title 29, C.R.S. and submit the same to the City for incorporation into the City’s audit as a component unit or as otherwise agreed by the City and the BID.

Finally, as briefly described below, the BID is primarily focused on two major activities: maintenance and limited infrastructure improvements.

**Maintenance.** Landscaping improvements have been a major focus since Spring 2016. The BID engaged a landscape contractor in 2016 provide year-round clean-up and maintenance of existing landscape improvements, to make recommendations on how to improve the existing landscape areas, and to provide seasonal landscaping improvements as directed by the BID. These services continued through 2024 and are expected to stay in place through 2025. The BID

has assumed responsibility for snow removal, regular cleaning, planning, and landscaping throughout the BID area.

**Infrastructure Improvements.** In addition to maintenance activities, the BID may consider and undertake larger infrastructure improvements to take the BID shopping and entertainment experience to the next level. The BID has entered into a long-term license agreement with the owner of the Theater Plaza to permit the BID to construct, operate, and maintain certain improvements on the Plaza. The BID began partnering more with City staff in 2021 to create an overall site lighting improvement plan. Planning and design are ongoing.

**Expansion of the BID.** No additional property was included in the BID in 2024, and no additional property is expected to be included in 2025.

#### IV. TAXES, FEES, and ASSESSMENTS

- a. The BID successfully passed a ballot question in November 2015 enabling the collection of up to 20 mills annually. To date, the BID has certified a conservative mill levy of 17.5 mills. The BID intends to continue to assess 17.5 mills for collection in 2025.
- b. Although it does not intend to do such at this time, the BID is authorized to impose fees, rates, tolls and other charges.
- c. The budget for 2025 is attached hereto as Exhibit B and incorporated herein by this reference.

#### V. DEBT

The BID has not issued any bonds, notes or other forms of debt nor has it issued any certificates of participation.

#### VI. INTERGOVERNMENTAL AGREEMENTS

The BID has entered into an Intergovernmental Agreement (“IGA”) with the City of Lone Tree for the purposes of Board Administration and Business Improvement District Management. The IGA is attached to this document under EXHIBIT C.

#### VII. OTHER MATERIAL AGREEMENTS

The BID entered into a contract for landscaping services and a contract for snowplowing services in 2017 which continues today. All material agreements are approved by the Board.

#### VIII. OPERATION AND MAINTENANCE

The BID may provide ongoing services under its various powers, but only to the extent that the City or other service provider does not provide such services. The BID may own, operate, or maintain any public improvement. The BID may furnish street construction and

maintenance including street sweeping, snow plowing and minor repairs; landscape and open space installation and maintenance including such park, recreation, conservatory, streetscape, and drainage facilities as the BID may construct, acquire or contract to maintain; and the operation and maintenance of mosquito and weed control services. The BID may also provide operation and maintenance of transportation facilities and parking lots.

#### IX. FINANCIAL PLAN

The BID shall have the authority to raise revenue by any means available to a Business Improvement District under Colorado law, including but not limited to taxes, assessments, rates, tolls, or charges for any services or improvements furnished by the BID.

The BID held a successful election on November 3, 2015 to authorize a property tax for up to 20 mills to finance operations of the District. It may also call and hold elections in the future for the purpose of authorizing debt, revenue limits, spending limits, and such other matters as may be necessary or convenient for the implementation of Art. X., Sec. 20 of the Colorado Constitution. If the Board of Directors determines that there is interest in the use of special assessments to pay for improvements or services, assessment matters will be voted upon by the electors within the proposed assessment district as required by §31-25-1219(1) and §31-25-534(3), C.R.S.

The BID may operate enterprises as defined in Art. X, Sec. 20 of the Colorado Constitution.

THE BID HAS NOT PLEDGED, AND SHALL NOT PLEDGE, ANY CITY FUNDS OR ASSETS AS SECURITY FOR ANY INDEBTEDNESS OF THE BID.

#### X. CITY OVERSIGHT OF BID ACTIVITIES

- a. Annual Operating Plan and Budget. This 2025 Operating Plan and Budget constitutes the annual operating plan and budget that the BID is required to file with the City describing the BID's proposed activities for the upcoming budget year. This annual operating plan includes a brief report of BID activities for the past year. The City shall approve or disapprove the annual operating plan and budget within thirty days after receipt of such operating plan and budget and all requested documentation relating thereto, but not later than December 5th of the year in which such documents are filed. No public hearing by the City shall be required.

This report includes the following materials:

- i. BID Name; BID Contact Person, address, telephone number; Identity of the Board of Directors; Boundary Map (see Exhibit A); 2025 Budget (See Exhibit B); IGA between the District and the City of Lone Tree (See Exhibit C).
- ii. A description of activities performed in the last budget year.

- iii. An Operating Plan description of activities to be performed in the next budget year and a proposed summary budget for that year. (Adoption of the final detailed BID budget by the Board is subject to the completion of the required notice and hearing process in state law).
- b. Indebtedness.
    - i. The District has not sought authorization from the eligible electors of the BID to incur debt.
    - ii. Additional Authority. The City's approval for incurring debt must be acquired by the BID, if at all, through an amendment or modification to the operating plan approved by the City Council, and such electoral approval as may be required by law.
  - c. Inclusions and Exclusions. The City shall obtain the approval of the Board of Directors of the BID before the City approves any inclusion or exclusion of property for the BID.
  - d. Dissolution. Following notice and a public hearing before the City Council, the BID may be dissolved under the conditions, and as allowed, by Section 31-25-1225, C.R.S.
  - e. Tax, Revenue and Spending Limitation Elections. The BID may hold such tax, revenue, and spending limitation elections as may be called by the Board.

For any special improvement district formed by the BID, except as otherwise provided in this Operating Plan or Colorado law, as determined by the Board, the BID may authorize debt, taxes, spending, and other financial matters by a vote of all of the electors of the BID or by vote of the electors of the special improvement district.

#### XI. PROCEDURE FOR OBTAINING CITY APPROVAL OF MODIFICATIONS OF THE OPERATING PLAN

The method for review and approval of modifications of the Operating Plan is as follows:

- a. In such detail as may be reasonably requested by the City, the BID shall set forth a written proposal for the modification of the Operating Plan ("**Amendment**").
- b. The BID shall file the Amendment with the City Manager and the City Attorney.
- c. The City Clerk shall place the Amendment as an agenda item before the City Council in the manner as is provided by City ordinance or resolution at a regular or special meeting of the City Council and shall inform the BID at least ten days in advance of the date, time, and place of the City Council meeting. No public hearing on the Amendment shall be required.

- d. The City Council shall, within 30 days of the City Council meeting, adopt an ordinance, resolution, or motion approving, conditionally approving, or disapproving the Amendment as appropriate under the circumstances.

## XII. PRIOR ACTIONS

The formation of the BID was approved by the City Council on September 1, 2015. Following that action, the City Council appointed an initial Board. No other action has been taken by the City Council aside from appointment of directors to serve on the Board.

## XIII. 2024 ACHIEVEMENTS AND HIGHLIGHTS

In 2024, the BID significantly expanded its operations, implementing a range of projects aimed at enhancing the district's infrastructure, aesthetics, and community engagement. These initiatives not only improved the physical landscape but also fostered local business growth and community interaction.

The BID, in partnership with Brown Brothers Asphalt and Concrete, completed extensive asphalt and concrete repairs, addressing critical maintenance needs throughout the district. Those repairs include: Asphalt Repair and Replacement: A total of 9,040 square feet of pavement was repaired, along with 80 linear feet of curb and gutter in three locations, effectively mitigating safety hazards from overgrown tree roots, Infrared Patching: The BID completed 8,750 square feet of infrared patching and filled 9,300 linear feet of cracks to ensure a safer and more durable roadway, Striping: A total of 258 parking stalls were striped, including the installation of three ADA symbols and two ADA hash areas, Overlay and Base Repairs: A 2-inch mill overlay, and base repairs were completed over 12,800 square feet to enhance surface integrity.

To maintain the aesthetic appeal of the district, particularly around the vacant United Artist Theater, the BID installed battery-powered valve clocks, in partnership with The Garden Fairy, for efficient irrigation management. Over \$30,000 was invested in colorful flowers and plant care, revitalizing public spaces.

The BID successfully launched Plazapalooza, an annual music and vendor festival, attracting approximately 450 attendees. The event featured: Vendor Participation: 35 vendors, alongside 4 food trucks, Entertainment: Live music and karaoke provided by Rare Karaoke Café and Princess and Evolution, Engagement and Activation: The BID purchased two 12'x36' sections of turf and activated the plaza space with lawn games and activities, Community Partners: City of Lone Tree, South Metro Denver Chamber, and Dancing Kids.

In 2024, the BID attracted new businesses, enhancing the district's economic landscape. Notable developments include: Jack's Lone Tree: A new restaurant slated to open in 2025, Garnish Buffet and Caddy Shack Cantina, Rare Karaoke Café, and the vacant United Artists Theater is under contract for potential redevelopment.

The BID has committed to expanded landscaping and irrigation maintenance, alongside snow removal efforts to ensure year-round district upkeep. The strategic investments and

community-focused initiatives in 2024 position the BID for continued growth and engagement in 2025 and future years.

#### XIV. 2025 VISION

As the Lone Tree Business Improvement District (BID) prepares for 2025, it aims to adopt a programmatic approach to landscape maintenance and service requests. A key initiative will be the launching of the Entertainment District Landscape Revival grant program, which will provide a structured system for businesses and property owners within the District to apply for funding. This initiative is designed to streamline the BID Board's ability to address requests, moving away from an ad hoc approach to one that is more systematic and responsive. One significant focus of the program will be on converting blacktop and parking areas into green or park spaces, emphasizing projects that not only beautify the district but also promote sustainability and community well-being.

A high priority for the BID is the activation and engagement of and with the unique spaces throughout the District. Focusing first on fostering collaboration with organic partners already active in the area, the BID intends to leverage existing resources and relationships with the purpose of supporting and growing these already existing activities. Secondly, the BID seeks to expand its efforts in attracting interest in and visits to the area. The expansion of Plazapalooza will be a central part of the BID's strategy to do that. The BID will pursue a common consumption license or common outdoor dining area license to encourage activation of the plaza space outside of the vacant United Artist Theater in partnership

In addition to community engagement, the BID is committed to addressing economic development through attraction and retention strategies. Recognizing the challenges posed by vacancies, the BID will collaborate closely with the Lone Tree Urban Renewal Authority, the City of Lone Tree, and regional economic development partners to signal that the area is supported and ready for development. This approach aims to support existing businesses while attracting new, complementary businesses to the district, ensuring a vibrant and diverse commercial landscape.

Overall, the Lone Tree BID is poised to take significant strides in 2025, with a clear focus on enhancing community spaces, fostering collaboration, and driving economic growth.

#### XV. CONCLUSION

It is submitted that this Operating Plan and Budget for the Lone Tree Business Improvement District meets the requirements of the Business Improvement District Act and further meets applicable requirements of the Colorado Constitution. It is further submitted that the types of services and improvements to be provided by the BID are those services and improvements which best satisfy the purposes of Part 12 of Article 25 of Title 31, C.R.S., as required by § 31-25-1207(5), C.R.S.

The BID respectfully requests that the City approve this 2025 Operating Plan and Budget.

EXHIBIT A  
Boundary Map



# LONE TREE

BUSINESS IMPROVEMENT DISTRICT



 LTBID Boundary

 Parcel Lines

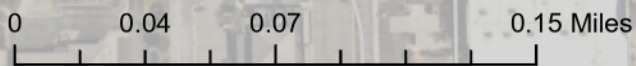




EXHIBIT B  
2025 Budget

October 21st, 2024

Division of Local Government  
1313 Sherman St, Room 521  
Denver, CO 80203

RE: Lone Tree Business Improvement District

LG ID# 66622

Attached is the 2025 Budget for the Lone Tree Business Improvement District in Douglas County, CO, submitted pursuant to Section 29-1-116 C.R.S. This Budget was adopted on October 21st, 2024. If there are any questions about the budget, please contact Matt Gordon with the City of Lone Tree at this telephone number, 720-509-1006.

The mill levy certified to the County Commissioners of Douglas County is 17.500 mills for all general operating purposes subject to statutory and/or TABOR limitations; 0.000 mills for G.O. bonds, 0.000 mills for refund/abatement; and 0.000 mills for Temporary Tax Credit/Milly Levy Reduction. Based on an assessed valuation of \$16,391,387, the total property tax revenue is \$286,849. A copy of the certification of mill levies sent to the County Commissioners for Douglas County is enclosed.

I hereby certify that the enclosed is true and accurate copy of the budget and certification of tax levies to the Board of County Commissioners of Douglas County, Colorado.

All the best,

Matt Gordon  
City of Lone Tree  
Management Analyst I

## **2025 BUDGET MESSAGE**

The Lone Tree Business Improvement District was organized by ordinance of the City of Lone Tree on September 1<sup>st</sup>, 2015. The District was established to assist with the financing, construction, operation, marketing, and maintenance of public improvements and public services intended to maintain and improve the economic performance of business entities located within the District.

The District has no employees and all operations and administrative functions are contracted.

The following budget is prepared on the modified accrual basis of accounting, which is consistent with the basis of accounting used in presenting the District's financial statements.

## **2025 BUDGET STRATEGY**

The District's strategy is to strive to provide the type of public-purpose facilities desired by the business owners and visitors to the District in the most economic manner possible. The District currently utilizes the General Fund to account for revenues generated by the 17.500 mill levy and other related sources to fund expenditures related to ongoing operation of the District and routine maintenance of facilities.

<b>Lone Tree Business Improvement District 2025 Budget</b>						
	<b>2023 Actual</b>	<b>2024 Approved Budget</b>	<b>Adjustments</b>	<b>2024 Budget Amendment</b>	<b>2024 Estimated</b>	<b>2025 Budget</b>
<b>PROPERTY TAXES</b>						
<b>Assessed Valuation</b>		17,908,260	(941,290)	16,966,970	16,966,970	16,391,387
<b>Mill Levy Breakdown:</b>						
Mill Levy - Operations		17,500	-	17,500	17,500	17,500
<b>Total</b>		<b>17,500</b>	<b>-</b>	<b>17,500</b>	<b>17,500</b>	<b>17,500</b>
Property Tax Revenue - Operations		313,395	(16,473)	296,922	296,922	286,849
<b>Total</b>		<b>313,395</b>	<b>(16,473)</b>	<b>296,922</b>	<b>296,922</b>	<b>286,849</b>
<b>COMBINED SUMMARY</b>						
<b>REVENUE</b>						
Property Taxes	285,011	313,395	(16,473)	296,922	296,922	286,849
Specific Ownership Taxes	23,859	25,072	(1,318)	23,754	23,754	22,948
Interest Income	(859)	300	-	300	300	300
<b>TOTAL REVENUE</b>	<b>308,011</b>	<b>338,767</b>	<b>(17,791)</b>	<b>320,976</b>	<b>320,976</b>	<b>310,097</b>
<b>EXPENDITURES</b>						
Administrative	39,279	64,797	1,453	66,250	67,556	90,400
Landscaping & Other Maintenance:	97,279	106,200	-	106,200	90,500	247,000
Snow Removal Services	76,155	170,500	-	170,500	170,500	177,320
Capital	-	85,000	190,900	275,900	162,554	-
Contingency / Emergencies	-	-	-	-	-	10,000
<b>TOTAL EXPENDITURES</b>	<b>212,713</b>	<b>426,497</b>	<b>192,353</b>	<b>618,850</b>	<b>491,110</b>	<b>524,720</b>
<b>CHANGE IN FUND BALANCE</b>	<b>95,298</b>	<b>(87,730)</b>	<b>(210,144)</b>	<b>(297,875)</b>	<b>(170,134)</b>	<b>(214,623)</b>
<b>BEGINNING FUND BALANCE</b>	<b>344,455</b>	<b>271,595</b>	<b>168,157</b>	<b>439,752</b>	<b>439,752</b>	<b>269,618</b>
<b>ENDING FUND BALANCE</b>	<b>439,753</b>	<b>183,865</b>	<b>(41,988)</b>	<b>141,877</b>	<b>269,618</b>	<b>54,995</b>
<b>COMPONENTS OF FUND BALANCE:</b>						
Nonspendable	2,641	2,000	-	2,000	2,000	2,000
Restricted for Emergencies	9,240	10,161	(534)	9,628	9,629	9,303
Assigned for Capital	275,850	851	(851)	-	-	-
Unassigned	152,022	170,853	(40,603)	130,250	257,988	43,692
<b>TOTAL FUND BALANCE</b>	<b>439,753</b>	<b>183,865</b>	<b>(41,988)</b>	<b>141,877</b>	<b>269,618</b>	<b>54,995</b>

Lone Tree Business Improvement District 2025 Budget						
	2023 Actual	2024 Approved Budget	Adjustments	2024 Budget Amendment	2024 Estimated	2025 Budget
<b>GENERAL FUND</b>						
<b>REVENUE</b>						
Property Taxes	285,011	313,395	(16,473)	296,922	296,922	286,849
Specific Ownership Taxes	23,859	25,072	(1,318)	23,754	23,754	22,948
Interest Income	(958)	250	-	250	300	300
<b>TOTAL REVENUE</b>	<b>307,912</b>	<b>338,716</b>	<b>(17,791)</b>	<b>320,926</b>	<b>320,976</b>	<b>310,097</b>
<b>EXPENDITURES</b>						
<b>Administrative</b>						
Accounting	10,837	-	-	-	-	-
Management	-	50,000	-	50,000	52,056	50,000
Annual Event	-	-	-	-	-	20,000
Audit	4,750	5,597	-	5,597	5,000	5,500
Insurance & SDA Dues	4,302	4,000	1,000	5,000	5,000	5,500
Legal	14,553	-	-	-	-	2,000
Office Supplies/ Misc. Other	591	500	700	1,200	1,000	2,900
Treasurer's Fees	4,247	4,701	(247)	4,454	4,500	4,500
<b>Total Administrative</b>	<b>39,280</b>	<b>64,797</b>	<b>1,453</b>	<b>66,250</b>	<b>67,556</b>	<b>90,400</b>
<b>Grounds Maintenance</b>						
<b>Landscaping &amp; Other Maintenance:</b>						
Base Contract	56,798	60,255	-	60,255	65,000	80,000
Irrigation Maint & Repair	1,981	1,500	-	1,500	3,500	4,000
Annual Flowers	25,000	17,500	-	17,500	17,500	8,500
Mulch Replacement	-	4,500	-	4,500	4,500	4,500
Tree Feeding / Spraying	-	7,500	-	7,500	-	-
Turf Fertilizer & Treatments	-	6,765	-	6,765	-	-
Drainage Pond Cleaning	-	1,500	-	1,500	-	-
Storm Damage / Other	-	1,000	-	1,000	-	-
Holiday Lighting	13,500	5,000	-	5,000	-	-
Plaza Planning	-	680	-	680	-	-
Landscape Revival Grant Program	-	-	-	-	-	50,000
Electrical and Lighting Maintenance	-	-	-	-	-	50,000
Parking Lot Maintenance	-	-	-	-	-	50,000
<b>Total Landscaping &amp; Maint</b>	<b>97,279</b>	<b>106,200</b>	<b>-</b>	<b>106,200</b>	<b>90,500</b>	<b>247,000</b>
<b>Snow Plow Services:</b>						
Plow Truck & Skid Steer	25,407	73,500	-	73,500	73,500	76,440
ATV & Hand Shoveling	35,005	58,000	-	58,000	58,000	60,320
Ice Melt	15,743	39,000	-	39,000	39,000	40,560
<b>Total Snow Plowing</b>	<b>76,155</b>	<b>170,500</b>	<b>-</b>	<b>170,500</b>	<b>170,500</b>	<b>177,320</b>
<b>Total Grounds Maintenance</b>	<b>173,434</b>	<b>276,700</b>	<b>-</b>	<b>276,700</b>	<b>261,000</b>	<b>424,320</b>
Contingency / Emergencies	-	-	-	-	-	10,000
<b>TOTAL EXPENDITURES</b>	<b>212,714</b>	<b>341,497</b>	<b>1,453</b>	<b>342,950</b>	<b>328,556</b>	<b>524,720</b>
<b>REVENUES OVER (UNDER) EXP</b>	<b>95,198</b>	<b>(2,781)</b>	<b>(19,244)</b>	<b>(22,025)</b>	<b>(7,580)</b>	<b>(214,623)</b>
<b>TRANSFER FROM (TO) CAPITAL FUND</b>	<b>(58,000)</b>	<b>30,000</b>	<b>(30,000)</b>	<b>-</b>	<b>113,296</b>	<b>-</b>
<b>CHANGE IN FUND BALANCE</b>	<b>37,198</b>	<b>27,219</b>	<b>(49,244)</b>	<b>(22,025)</b>	<b>105,716</b>	<b>(214,623)</b>
<b>BEGINNING FUND BALANCE</b>	<b>126,704</b>	<b>155,794</b>	<b>8,108</b>	<b>163,902</b>	<b>163,902</b>	<b>269,618</b>
<b>ENDING FUND BALANCE</b>	<b>163,902</b>	<b>183,013</b>	<b>(41,136)</b>	<b>141,877</b>	<b>269,618</b>	<b>54,995</b>

<b>Lone Tree Business Improvement District 2025 Budget</b>						
	<b>2023 Actual</b>	<b>2024 Approved Budget</b>	<b>Adjustments</b>	<b>2024 Budget Amendment</b>	<b>2024 Estimated</b>	<b>2025 Budget</b>
<b>CAPITAL FUND</b>						
<b>REVENUE</b>						
Interest Income	99	50	-	50	-	-
<b>TOTAL REVENUE</b>	<b>99</b>	<b>50</b>	<b>-</b>	<b>50</b>	<b>-</b>	<b>-</b>
<b>EXPENDITURES</b>						
<b>Capital</b>						
Capital Improvements	-	-	65,000	65,000	-	-
Lighting Improvements	-	-	5,000	5,000	-	-
Parking Lot Improvements	-	85,000	93,800	178,800	162,554	-
Contingency / Emergencies	-	-	27,100	27,100	-	-
<b>TOTAL EXPENDITURES</b>	<b>-</b>	<b>85,000</b>	<b>190,900</b>	<b>275,900</b>	<b>162,554</b>	<b>-</b>
<b>REVENUES OVER (UNDER) EXP</b>	<b>99</b>	<b>(84,950)</b>	<b>(190,900)</b>	<b>(275,850)</b>	<b>(162,554)</b>	<b>-</b>
<b>TRANSFER FROM (TO) GENERAL FUND</b>	<b>58,000</b>	<b>(30,000)</b>	<b>30,000</b>	<b>-</b>	<b>(113,296)</b>	<b>-</b>
<b>CHANGE IN FUND BALANCE</b>	<b>58,099</b>	<b>(114,950)</b>	<b>(160,900)</b>	<b>(275,850)</b>	<b>(275,850)</b>	<b>-</b>
<b>BEGINNING FUND BALANCE</b>	217,751	115,801	160,049	275,850	275,850	-
<b>ENDING FUND BALANCE</b>	<b>275,850</b>	<b>851</b>	<b>(851)</b>	<b>-</b>	<b>-</b>	<b>-</b>

# CERTIFICATION OF TAX LEVIES for NON-SCHOOL Governments

**TO:** County Commissioners<sup>1</sup> of \_\_\_\_\_, Colorado.

On behalf of the \_\_\_\_\_,  
(taxing entity)<sup>A</sup>

the \_\_\_\_\_,  
(governing body)<sup>B</sup>

of the \_\_\_\_\_,  
(local government)<sup>C</sup>

**Hereby** officially certifies the following mills to be levied against the taxing entity's GROSS \$ \_\_\_\_\_ assessed valuation of: (GROSS<sup>D</sup> assessed valuation, Line 2 of the Certification of Valuation Form DLG 57<sup>E</sup>)

**Note:** If the assessor certified a NET assessed valuation (AV) different than the GROSS AV due to a Tax Increment Financing (TIF) Area<sup>F</sup> the tax levies must be calculated using the NET AV. The taxing entity's total property tax revenue will be derived from the mill levy multiplied against the NET assessed valuation of: \$ \_\_\_\_\_ (NET<sup>G</sup> assessed valuation, Line 4 of the Certification of Valuation Form DLG 57)  
**USE VALUE FROM FINAL CERTIFICATION OF VALUATION PROVIDED BY ASSESSOR NO LATER THAN DECEMBER 10**

**Submitted:** \_\_\_\_\_ for budget/fiscal year \_\_\_\_\_.  
(no later than Dec. 15) (mm/dd/yyyy) (yyyy)

<b>PURPOSE</b> (see end notes for definitions and examples)	<b>LEVY<sup>2</sup></b>	<b>REVENUE<sup>2</sup></b>
1. General Operating Expenses <sup>H</sup>	_____ mills	\$ _____
2. <Minus> Temporary General Property Tax Credit/ Temporary Mill Levy Rate Reduction <sup>I</sup>	< _____ > mills	\$ < _____ >
<b>SUBTOTAL FOR GENERAL OPERATING:</b>	<input type="text"/> mills	\$ <input type="text"/>
3. General Obligation Bonds and Interest <sup>J</sup>	_____ mills	\$ _____
4. Contractual Obligations <sup>K</sup>	_____ mills	\$ _____
5. Capital Expenditures <sup>L</sup>	_____ mills	\$ _____
6. Refunds/Abatements <sup>M</sup>	_____ mills	\$ _____
7. Other <sup>N</sup> (specify): _____	_____ mills	\$ _____
	_____ mills	\$ _____
<b>TOTAL:</b> [ Sum of General Operating Subtotal and Lines 3 to 7 ]	<input type="text"/> mills	\$ <input type="text"/>

Contact person: \_\_\_\_\_ Daytime phone: ( ) \_\_\_\_\_  
(print)

Signed: \_\_\_\_\_ Title: \_\_\_\_\_

*Include one copy of this tax entity's completed form when filing the local government's budget by January 31st, per 29-1-113 C.R.S., with the Division of Local Government (DLG), Room 521, 1313 Sherman Street, Denver, CO 80203. Questions? Call DLG at (303) 864-7720.*

<sup>1</sup> If the *taxing entity's* boundaries include more than one county, you must certify the levies to each county. Use a separate form for each county and certify the same levies uniformly to each county per Article X, Section 3 of the Colorado Constitution.

<sup>2</sup> Levies must be rounded to three decimal places and revenue must be calculated from the total NET assessed valuation (Line 4 of Form DLG57 on the County Assessor's **FINAL** certification of valuation).

**CERTIFICATION OF TAX LEVIES, continued**

**THIS SECTION APPLIES TO TITLE 32, ARTICLE 1 SPECIAL DISTRICTS THAT LEVY TAXES FOR PAYMENT OF GENERAL OBLIGATION DEBT (32-1-1603 C.R.S.).** Taxing entities that are

Special Districts or Subdistricts of Special Districts must certify separate mill levies and revenues to the Board of County Commissioners, one each for the funding requirements of each debt (32-1-1603, C.R.S.) Use additional pages as necessary. The Special District's or Subdistrict's total levies for general obligation bonds and total levies for contractual obligations should be recorded on Page 1, Lines 3 and 4 respectively.

**CERTIFY A SEPARATE MILL LEVY FOR EACH BOND OR CONTRACT:**

**BONDS<sup>J</sup>:**

1. Purpose of Issue: \_\_\_\_\_  
Series: \_\_\_\_\_  
Date of Issue: \_\_\_\_\_  
Coupon Rate: \_\_\_\_\_  
Maturity Date: \_\_\_\_\_  
Levy: \_\_\_\_\_  
Revenue: \_\_\_\_\_
  
2. Purpose of Issue: \_\_\_\_\_  
Series: \_\_\_\_\_  
Date of Issue: \_\_\_\_\_  
Coupon Rate: \_\_\_\_\_  
Maturity Date: \_\_\_\_\_  
Levy: \_\_\_\_\_  
Revenue: \_\_\_\_\_

**CONTRACTS<sup>K</sup>:**

3. Purpose of Contract: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Principal Amount: \_\_\_\_\_  
Maturity Date: \_\_\_\_\_  
Levy: \_\_\_\_\_  
Revenue: \_\_\_\_\_
  
4. Purpose of Contract: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Principal Amount: \_\_\_\_\_  
Maturity Date: \_\_\_\_\_  
Levy: \_\_\_\_\_  
Revenue: \_\_\_\_\_

Use multiple copies of this page as necessary to separately report all bond and contractual obligations per 32-1-1603, C.R.S.



EXHIBIT C  
IGA between BID and City of Lone Tree

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF LONE TREE, COLORADO AND THE  
LONE TREE BUSINESS IMPROVEMENT DISTRICT**

**THIS INTERGOVERNMENTAL AGREEMENT** (“Agreement”) is entered into this 5<sup>th</sup> day of December, 2023, by and between the **CITY OF LONE TREE, COLORADO**, a Colorado home rule municipal corporation and the **LONE TREE BUSINESS IMPROVEMENT DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado, collectively referred to herein as the “Parties” and individually as the “Party.”

**RECITALS**

WHEREAS, by Ordinance No. 15-04, as amended by Ordinance No. 15-06, and in accordance with C.R.S. § 31-25-1201 *et seq.* (the “Business Improvement District Act”), the City Council of the City of Lone Tree (hereinafter the “City”) established the Lone Tree Business Improvement District (hereinafter the “BID” or “District”); and

WHEREAS, the BID is governed by representatives of the owners or lessees of taxable real or personal property within the BID who are appointed by resolution of the City Council of Lone Tree; and

WHEREAS, the purpose of the BID is to provide services and improvements to the commercial properties located within the BID Service Area (defined below), including parking lot and landscaping improvements and common area maintenance, marketing and directional signage, and infrastructure improvements potentially including but not limited to those suggested in the 2013 “Lone Tree Plaza Vision Book” (and addendum); and

WHEREAS, the boundaries and service area of the District include properties bounded by Park Meadows Drive to the south, South Yosemite Street to the west, C-470 to the north and the western boundary of 9985 Park Meadows Drive to the east (“Service Area”); and

WHEREAS, for purposes of economy and efficiency of operation, and to promote cooperation between the Parties, the City and BID desire to delegate certain administrative and management services of the BID and the Board of Directors (“Board”) to the City; and

WHEREAS, the BID is authorized to enter into contracts and to retain agents, engineers, consultants, attorneys, and accountants pursuant to C.R.S. § 31-25-1212; and

WHEREAS the City is authorized to enter into contracts pursuant to its home rule authority and C.R.S § 31-15-101.

NOW, THEREFORE, it is agreed by the Parties as follows:

**TERMS AND CONDITIONS**

1. Purpose of Agreement. This Agreement is entered into to establish the rights and responsibilities of the City and the BID with respect to administrative, management and operational assistance to support the BID’s operational plan and goals for the Service Area of the BID.

2. Operational Assistance. The City agrees to assign City staff to support the BID in the provision of the following services on an as-needed basis and as City staff and resources are available (collectively, the “Services”):

A. Board of Directors Administration.

- a. Scheduling Board meetings;
- b. Preparing Board meeting agendas;
- c. Coordination with Board members;
- d. Coordinate and draft District annual plan;
- e. Assist in BID strategic planning and Board retreats;
- f. Coordinate with City departments, City Council and committees.

B. Project Management.

- a. City staff shall provide management and coordination of BID third party services including but not limited to: landscaping, snow removal, parking lot maintenance, electrical-lighting maintenance, detention pond maintenance. The City staff may also provide recommendations and management oversight of capital improvements within the BID Service Area.

C. Marketing and Communications.

- a. Preparation and maintenance of District information on City’s website;
- b. Coordination with BID-retained consultants on creation of District branding and presentation to Board for approval;
- c. Provide organization, promotion, marketing and management of District events and activities.

D. Reports and Surveys.

- a. Coordination with consultants on economic, land, planning and other surveys and reporting as requested by the Board.

E. Financial Support.

- a. Accounting services including completion of District accounts payable and accounts receivable, management of District bank accounts; and management and oversight of District vendors and contractors.
- b. Budget services including preparation of annual District budget for Board consideration.
- c. Coordination and oversight of consultants to conduct an independent, annual audit of District finances.

F. Other Services.

- a. The City may provide other services as mutually agreed upon between the City and District, as authorized under the Business Improvement District Act.

3. Term. The term of this Agreement shall commence on January 1, 2024 and shall continue until terminated as provided herein.

4. Office Space; Equipment. The City may make available office space and office equipment to the BID Board and to City Staff working on behalf of the BID at no cost to BID.

5. Compensation; Payment. The City shall be compensated an annual flat fee amount of Fifty Thousand Dollars (\$50,000.00) for the Services ("Compensation Amount"). The City will invoice the BID for the Services on a quarterly basis in the amount of Twelve Thousand Five Hundred Dollars (\$12,500.00) on or before the 15<sup>th</sup> day of the month immediately following the end of the quarterly period. The District shall remit payment to the City within thirty (30) days of the date of the City's invoice. Notwithstanding the foregoing, the City and BID shall meet annually in August of each year to identify any changes in the scope of Services that may result in any increases or decreases in costs associated with the Services. Any increase or decrease in the Compensation Amount shall be effective for the following fiscal year, subject to approval in the District's budget for such fiscal year.

6. Governmental Immunity. The Parties acknowledge and agree that the City, its council members, officials, officers, directors, agents and employees, and the District, its officials, officers, directors, agents and employees are entitled to rely on and do not waive or intend to waive by any provision of this Agreement the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, sections 24-10-101 through 120, C.R.S. ("CGIA"), or otherwise available to the Parties.

7. Insurance. The District and the City represent and warrant they each carry comprehensive and liability insurance coverage in an amount sufficient to cover its obligations under this Agreement and any requirements of the CGIA. The District and the City shall provide each other, as requested, with a certified copy of its policy of insurance or a certificate evidencing such insurance that names the other as an additional insured.

8. Appropriations. Pursuant to section 29-1-110, C.R.S., any financial obligations of the Parties expressed or implied by this Agreement are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available on an annual basis by each Party's respective governing body.

9. Governing Law. The laws of the State of Colorado shall govern this Agreement. Venue for any action hereunder shall be in the District Court, County of Douglas, State of Colorado, and the Parties waive any right to remove any action to any other court, whether state or federal.

10. Responsibility of BID; Separate Entities. Nothing in this Agreement shall be interpreted in any manner as constituting the City as the agent of the BID or the BID as the agent of the City. Each party shall remain separate and neither shall hereby assume the debts or obligations of the other. It is the intention of the Parties that the services performed by City employees on behalf of the BID shall not interfere with the ability of such employees to carry out their duties and responsibilities for the City.

11. Termination; Amendment. This Agreement may be terminated or amended by the mutual written consent of the Parties at any time; provided however, termination of this Agreement shall not release the BID from its obligation to pay compensation due the City as provided herein,

unless such obligation is expressly terminated by the City. Either Party may terminate this Agreement upon sixty days advance written notice to the other Party.

12. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by first class mail, postage and fees prepaid, addressed to the Party to whom such notice is intended to be given at the address set forth below, or at such other address as may be subsequently furnished to the other Party as provided herein. Such notice shall be deemed to have been given when deposited in the U.S. mail.

To City:                      City of Lone Tree  
   Attn: City Manager  
   9220 Kimmer Drive, Suite 100  
   Lone Tree, Colorado 80124

To District:                      Lone Tree Business Improvement District  
   Attn: Chair, Board of Directors  
   9220 Kimmer Dr, Suite 100  
   Lone Tree, Colorado 80124

13. Binding Agreements. This Agreement represents the total binding Agreement between the Parties and replaces and supersedes any prior oral or written agreement between the City and the BID.

14. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

15. No Third Party Beneficiaries. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the City and the BID any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the Parties shall be for the sole and exclusive benefit of the Parties.

16. Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute the same instrument. In addition, the Parties specifically acknowledge and agree that electronic signatures shall be effective for all purposes, in accordance with the provisions of the Uniform Electronic Transactions Act, Title 24, Article 71.3 of the Colorado Revised Statutes.

17. Assignment. Neither Party shall assign its rights or delegate its duties hereunder to any non-party without prior written consent of the other Party, which consent may be withheld in the reasonable discretion of the other Party. Any attempted action in violation hereof shall be void and of no effect.

CITY OF LONE TREE, COLORADO



By: Jacqueline A. Millét  
Jacqueline A. Millét, Mayor

ATTEST:

By: Patricia Leyva  
Patricia Leyva, CMC, City Clerk

APPROVED AS TO FORM

By: Anda Michow  
City Attorney

LONE TREE BUSINESS IMPROVEMENT DISTRICT

By: Pat McGaughran  
Chairperson

ATTEST:

By: Darryl Shoemaker  
Darryl Shoemaker  
By: \_\_\_\_\_  
BID Secretary



APPROVED AS TO FORM

By: ANDA MICHOW  
By: \_\_\_\_\_  
Attorney

**AGREEMENT REGARDING LONE TREE URBAN RENEWAL AUTHORITY  
TAX INCREMENT FINANCING**

This **AGREEMENT REGARDING LONE TREE URBAN RENEWAL AUTHORITY TAX INCREMENT FINANCING** (the “Agreement”) by and between the **LONE TREE URBAN RENEWAL AUTHORITY (“LTURA”)**, an urban renewal authority and body corporate and politic of the State of Colorado, and Lone Tree Business Improvement District (the “District”), a body corporate and political subdivision of the State of Colorado (each party individually referred to herein as a “Party” and collectively referred to herein as the “Parties”).

**RECITALS**

**WHEREAS**, pursuant to the Colorado Urban Renewal Law, Section 31-25-101, et seq., C.R.S. (the “Act”), the City Council of the City of Lone Tree (“City”) formed LTURA by Resolution No. 23-26; and

**WHEREAS**, pursuant to the Act, the City Council of the City is considering adoption of an urban renewal plan (the “Plan”) to carry out urban renewal projects within the Urban Renewal Plan Area (“Plan Area”) described with particularity in the Plan; and

**WHEREAS**, the District is a taxing entity whose boundary includes real property within the Plan Area, which real property is shown in **EXHIBIT A**, which is attached hereto and incorporated herein; and

**WHEREAS**, the Act authorizes and the Plan will provide for the use of tax increment financing by LTURA to assist with the development of projects pursuant to the Plan; and

**WHEREAS**, C.R.S. § 31-25-107(9.5) requires that LTURA and the District enter into an agreement regarding the sharing of incremental property tax revenue; and

**WHEREAS**, the Parties recognize that this Agreement satisfies the requirements of C.R.S. § 31-25-107(9.5).

**AGREEMENT**

**NOW THEREFORE**, in consideration of the foregoing Recitals, which are incorporated herein, the mutual covenants and promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Incorporation of Recitals. The foregoing recitals are incorporated into and made a part of this Agreement.
2. District Mill Levy Allocation. The District agrees that LTURA may retain all incremental property tax revenues generated in the Plan Area solely as a result of the levy of the District’s mill levy upon taxable property within the Plan Area.



3. Term, Termination. The term of this Agreement shall commence on the date of mutual execution of this Agreement by the Parties, and shall run for a term of twenty-five (25) years following the formal adoption of the Plan unless terminated earlier due to the abolishment of the LTURA or termination of the Plan. This Agreement may be terminated at any time upon the mutual written agreement of the Parties.

4. Modification. This Agreement may not be amended, modified, or changed, in whole or in part, without a written agreement executed by the Parties.

5. Assignment. No Party shall assign this Agreement or any interest hereunder in whole or in part, without the prior written consent of each of the other Parties. Any assignment attempted without the prior written consent of all Parties hereto, which consent shall not be unreasonably withheld, shall be deemed void, and of no force or effect. Consent to one assignment shall not be deemed to be consent to any subsequent assignment nor the waiver of any right to consent to such subsequent assignment. Notwithstanding the foregoing this Agreement may be assigned to the successor entity of the District or to the District's constituent entities.

6. Notices. Any notices or other communications required or permitted by this Agreement or by law to be served on, given to or delivered to any Party hereto, by any other Party shall be in writing and shall be deemed duly served, given or delivered when personally delivered to the Party to whom it is addressed or in lieu of such personal service, upon receipt in the United States' mail, first-class postage prepaid, addressed as follows:

To the District:

City of Lone Tree  
Lone Tree BID  
9220 Kimmer Drive  
Lone Tree, CO 80124

To LTURA:

City of Lone Tree  
Lone Tree URA  
9220 Kimmer Drive  
Lone Tree, CO 80124

With a copy to:

Michow, Cox & McAskin, LLP  
Attn: Linda C. Michow  
5299 DTC Blvd., Suite 300  
Greenwood Village, Colorado 80111

Any Party may change its address for the purpose of this Paragraph by giving written notice of such change to the other Parties in the manner provided in this Paragraph.

7. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.

8. Binding Agreement. This Agreement shall inure to and be binding on the administrator, successors, and permitted assigns of the Parties hereto.



9. Entire Agreement. This Agreement constitutes the complete and exclusive statement of the agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior oral and written proposals, negotiations, representations, promises, agreements, warranties or understandings concerning such subject matter.

10. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

11. Governmental Immunity. Nothing in this Agreement shall be construed as a waiver of the rights and privileges of the Parties pursuant to the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as the same may be amended from time to time.

12. Authority to Enter Into Agreement. Each Party hereby confirms it is lawfully authorized to enter into this Agreement, has received legal counsel and advice as to the legal effect of this Agreement, and has taken all steps necessary to authorize the execution of the Agreement by the respective signatories below.

**[The remainder of this page is left intentionally blank. Signature page follows.]**

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the day and year first above written.

**LONE TREE URBAN RENEWAL  
AUTHORITY**, an urban renewal authority and  
body corporate and politic of the State of Colorado:

\_\_\_\_\_  
Marissa Harmon, Chair

ATTEST:

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

**Approved as to form:**

\_\_\_\_\_  
LTURA Counsel

**Lone Tree Business Improvement District**, a  
body corporate and political subdivision of the State  
of Colorado:

By: \_\_\_\_\_

Name (printed): \_\_\_\_\_

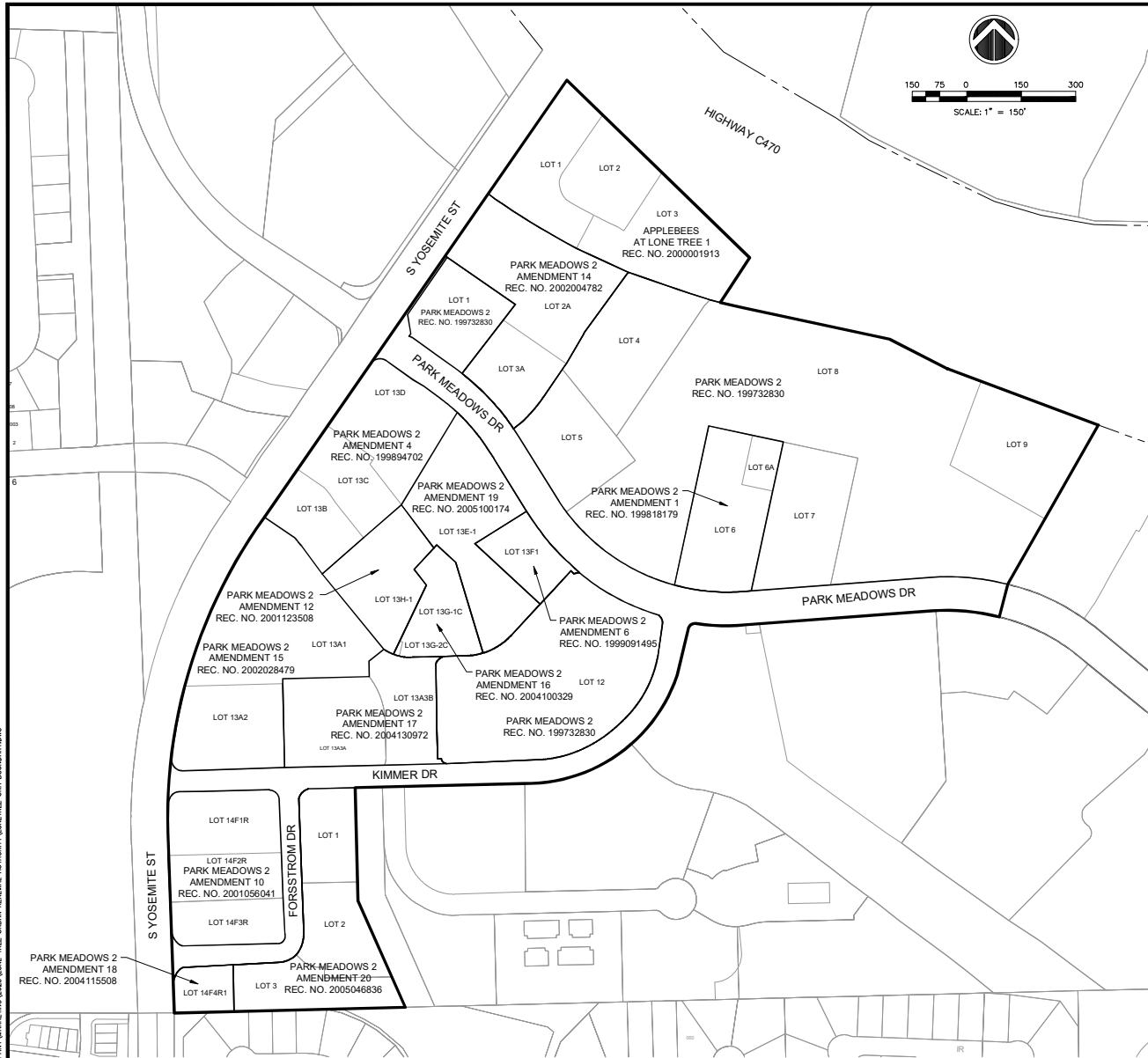
Its: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Secretary

**EXHIBIT A**  
**DISTRICT BOUNDARY**



**LEGAL DESCRIPTION**

ALL DOCUMENTS REFERENCED HEREIN ARE LOCATED IN THE RECORDS OF THE CLERK & RECORDER OF DOUGLAS COUNTY, COLORADO

THE FOLLOWING PARCELS OF LAND ARE LOCATED WITHIN SECTION 3, TOWNSHIP 6 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, DOUGLAS COUNTY, COLORADO

LOTS 1, 4, 5, 7, 8, 9, 12, PARK MEADOWS FILING NO. 2, ACCORDING TO THE PLAT THEREOF RECORDED AT RECEPTION NO. 199732830.

LOTS 6, 8A, PARK MEADOWS FILING NO. 2, 1ST AMENDMENT ACCORDING TO THE PLAT THEREOF RECORDED AT RECEPTION NO. 199818179.

LOTS 13B, 13C, 13D, PARK MEADOWS FILING NO. 2, 4TH AMENDMENT ACCORDING TO THE PLAT THEREOF RECORDED AT RECEPTION NO. 199894702.

LOT 13F1, PARK MEADOWS FILING NO. 2, 6TH AMENDMENT ACCORDING TO THE PLAT THEREOF RECORDED AT RECEPTION NO. 1999091495.

LOTS 14F1R, 14F2R, 14F3R, PARK MEADOWS FILING NO. 2, 10TH AMENDMENT ACCORDING TO THE PLAT THEREOF RECORDED AT RECEPTION NO. 2001056041.

LOT 13H1, PARK MEADOWS FILING NO. 2, 12TH AMENDMENT ACCORDING TO THE PLAT THEREOF RECORDED AT RECEPTION NO. 2001123508.

LOTS 2A, 3A, PARK MEADOWS FILING NO. 2, 14TH AMENDMENT ACCORDING TO THE PLAT THEREOF RECORDED AT RECEPTION NO. 2002004782.

LOTS 13A2, LOT 13A1, PARK MEADOWS FILING NO. 2, 15TH AMENDMENT ACCORDING TO THE PLAT THEREOF RECORDED AT RECEPTION NO. 2002028479.

LOTS 13G-1C, 13G-2C, PARK MEADOWS FILING NO. 2, 16TH AMENDMENT ACCORDING TO THE PLAT THEREOF RECORDED AT RECEPTION NO. 2004100329.

LOTS 13A3A, 13A3B, PARK MEADOWS FILING NO. 2, 17TH AMENDMENT ACCORDING TO THE PLAT THEREOF RECORDED AT RECEPTION NO. 2004130972.

LOT 14F4R1, PARK MEADOWS FILING NO. 2, 18TH AMENDMENT ACCORDING TO THE PLAT THEREOF RECORDED AT RECEPTION NO. 2004115508.

LOT 13E1, PARK MEADOWS FILING NO. 2, 19TH AMENDMENT ACCORDING TO THE PLAT THEREOF RECORDED AT RECEPTION NO. 2005100174.

LOTS 1, 2, 3, PARK MEADOWS FILING NO. 2, 20TH AMENDMENT ACCORDING TO THE PLAT THEREOF RECORDED AT RECEPTION NO. 2005046836.

LOTS 1, 2, 3, APPLEBEES AT LONE TREE SUBDIVISION FILING NO. 1 ACCORDING TO THE PLAT THEREOF RECORDED AT RECEPTION NO. 2000001913.

EXCEPTING THEREFROM ANY AND ALL OF THOSE PARCELS OF RECORD DEDICATED AS PUBLIC RIGHT-OF-WAY FOR THE BENEFIT AND USE OF SOUTH YOSEMITE STREET, CONTAINING 67 ACRES MORE OR LESS

**NOTES:**

THE LONE TREE ENTERTAINMENT DISTRICT URBAN RENEWAL AREA BOUNDARY AND LEGAL DESCRIPTION SHOWN HEREON DO NOT REPRESENT A LAND SURVEY PLAT OF ANY KIND.

INFORMATION SHOWN HEREON IS BASED ON DOUGLAS COUNTY ASSESSOR RECORDS AND CLERK AND RECORDER RECORDS.

**SURVEYOR'S CERTIFICATE**

THIS LEGAL DESCRIPTION AND EXHIBIT WERE PREPARED ON OCTOBER 11, 2023 BY MICHAEL R. COMPTON, A PROFESSIONAL LAND SURVEYOR, REGISTRATION NO. 25361, REGISTERED IN THE STATE OF COLORADO, UTILIZING INFORMATION FROM THE DOUGLAS COUNTY ASSESSOR AND DOUGLAS COUNTY CLERK & RECORDER'S OFFICES, FOR AND ON BEHALF OF IMEG CONSULTANTS CORP.



REVISIONS	DESCRIPTION	DATE
No.		



LONE TREE ENTERTAINMENT DISTRICT  
 URBAN RENEWAL AREA BOUNDARY  
 CITY OF LONE TREE, DOUGLAS COUNTY,  
 COLORADO

IMEG Project No:  
 2300010.1

File Name:  
 LONE TREE URBAN BOUNDARY.dwg

© COPYRIGHT 2023  
 ALL RIGHTS RESERVED

Field Book No: N/A

Drawn By: MRC

Checked By: MCC

Date: 10/09/2023



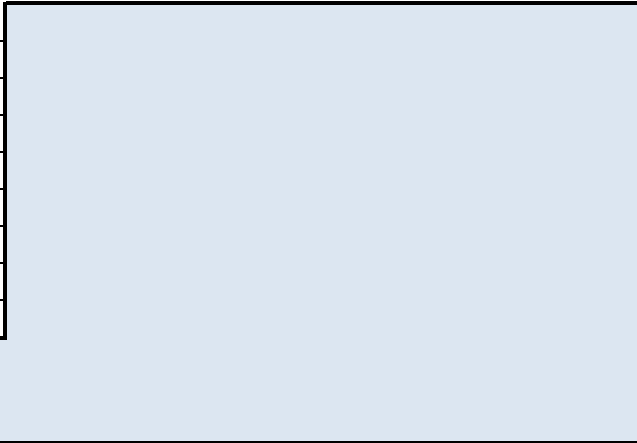
East Caley Drive Centennial, CO 80121  
 phone: (720) 979-6948 Christi@tgflandscapes.com

## 2025 Landscape Maintenance Proposal

Date: **October 1, 2024** Time:

Job Name: **Lone Tree BID**

Job Address: **9233 Park Meadows Dr  
 Lone Tree, CO 80124**



OTHER NOTES:

### Scope of Work / Labor & Materials

*Perform the following landscape related items throughout the 2025 season:*

QTY.	UNIT	MATERIAL	Unit Price Ea.	Unit Total
26.00	ea	Mow, Trim, Blow, Bed and Border Spot Weed Control	\$950.00	\$24,700.00
6.00	ea	Turf Care - Fertilization and Weed Control - March, June, September	\$971.00	\$5,826.00
2.00	ea	Turf Core Aeration - Spring and Fall	\$945.00	\$1,890.00
1.00	ea	Pre - Emergent in all Landscape Beds	\$650.00	\$650.00
2.00	ea	Plant Health Care - Prune all shrubs, to shape and for safety	\$2,950.00	\$5,900.00
3.00	ea	Spring and Fall Leaf and Debris Cleanup	\$4,400.00	\$13,200.00
1.00	ea	Irrigation- System Activation - Apprx May 1	\$2,541.00	\$2,541.00
1.00	ea	Irrigation Winterization - Apprx Oct 30	\$925.00	\$925.00
12.00	ea	Irrigation System Check -	\$230.00	\$2,760.00
78.00	ea	Summer (Weekly) and Winter (Bi-weekly) trash policing	\$142.00	\$11,076.00
12 Months equal payments - January 1, 2025 - December 31, 2025			Per Month	\$5,789.00

### Additional Suggested Services

52.00	ea	Additional Porter Service per day per week throughout the year	\$250.00	\$13,000.00
30.00	yds	Washington Cedar Mulch topdress	\$200.00	\$6,000.00
1.00	ea	Annual Color - Bed Prep/Installation/Fertilization/Maintenance - Planters and Entrances	\$30,000.00	\$30,000.00
1.00	ea	Holiday Lighting & Décor	\$16,000.00	\$16,000.00

**Total Labor & Materials \$69,468.00**

## Terms and Conditions

Total: **\$69,468.00**

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only, contained or referred to herein. All materials shall conform to bid specifications.
2. Work Force: Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades. The workforce shall be presentable at all times. All employees shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. License and Permits: Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license and permit requirements of the
4. Taxes: Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.
5. Insurance: Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Client/Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. Liability: Contractor shall indemnify the Client/Owner, its agents, and employees from liabilities which arise out of the Contractor's work. It is understood and agreed that the Contractor is not liable whatsoever for any damages that are caused by the sole negligence or willful misconduct of the Client/Owner or an indemnified party. Contractor shall not be liable for any damage that occurs from acts of God. Acts of God are defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner management and control shall be the sole responsibility of the Client/Owner.
7. Subcontractors: Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
8. Additional Services: Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
9. Access to Jobsite: Client/Owner shall provide all utilities to perform the work. Client/Owner shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for performance of the work.
10. Invoicing: Client/Owner shall make payment to Contractor within fifteen (15) days upon receipt of invoice. In the event the schedule for the completion of the work shall require more than thirty (30) days, a progress bill will be presented by month end and shall be paid within fifteen (15) days upon receipt of invoice.
11. Termination: This Work Order may be terminated by the Client/Owner with or without cause, upon seven (7) work days advance written notice. Client/Owner will be required to pay for all materials purchased and work completed to the date of termination and reasonable charges incurred in demobilizing.
12. Assignment: The Client/Owner and the Contractor, respectively, bind themselves, their partners, successors, assignees and legal representatives to the other party with respect to all covenants of this Contract. In the event of sale or transfer of Client/Owner's interest in its business and/or the property which is the subject of this agreement, Client/Owner must first obtain the written consent of Contractor for the assignment of any interest in this agreement to be effective.
13. Disclaimer: This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. We cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results.

## Acceptance of this Contract

Contractor is authorized to perform the work stated on the face of this Contract. Payment will be 100% due at time of billing. If payment has not been received by The Garden Fairy within thirty (30) days after billing, The Garden Fairy shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at a per annum rate of 1% per month, or the highest rate permitted by law, will be charged on unpaid balance 45 days after billing.

**NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY.**

**Client / Owner**

FAX:

By:

Signature / Title

Printed Name / Date

**TGF Landscapes**

FAX:

By:

Signature / Date

Printed Name / Title

TGF Landscapes Proposal – Snow Services

<p>PROPOSAL SUBMITTED TO: Lone Tree Business Improvement District Attn:Matt Gordon</p>	<p>PHONE: 720-509-1006</p>	<p>DATE: October 1, 2024</p>
<p>ADDRESS: 9155,9233,9239,9271,9355 Park Meadows Dr, Lone Tree, CO 80124</p> <p>8750, 8756 S Yosemite St, Lone Tree,</p> <p>CO EMAIL:</p>	<p>JOB NAME: Lone Tree BID</p>	
<p>JOB LOCATION: 9155,9233, 9239, 9271, 9355 Park Meadows Drive Lone Tree, CO 80124</p> <p>8750, 8756 S Yosemite St, Lone Tree, CO</p>		

We hereby furnish prices and specifications for snow services at the Lone Tree BID for October 1, 2024 through May 31, 2025.

This agreement contains all conditions and describes all work to be done. This agreement supersedes all previous agreements and any verbal commitments made prior to the date of this agreement.

The listing below represents services that may be performed during snow operations and billed accordingly, if there are services the Owner/Client would like to EXCLUDE, the Owner/Client must notify their TGF representative to have such services excluded from the contract. By signing this contract, the Owner/Client agrees to these services, minimums and rates.

TGF Landscapes is responsible for servicing the following areas marked with an "X":

X BOTH Parking Lot/Drive Lanes AND Sidewalks

ONLY Parking Lots/Drive Lanes

ONLY Sidewalks

Exact areas and breadth of service will be determined during preseason walkthrough with Owner/Client representative.

**ALL RATES ARE CHARGED PORT TO PORT**

See Exhibit A-1 for Rates

**TERMS AND CONDITIONS**

1. It is the responsibility of the owner/client's representative to clearly define in writing their reasonable expectations for snow services prior to the start of the snow season.
2. Owner/Client will designate below the name of one onsite representative and one emergency representative to act in the absence of the designated representative to receive all notices, written or verbal from TGF Landscapes to the owner/client and who is the only person authorized on behalf of the owner/client to give directions to TGF Landscapes concerning the manner and timing of performing snow management services. Prior to the onset of the snow season the owner/client will provide a map highlighting locations to stockpile snow.

3. OWNER/CLIENTS DESIGNATED REPRESENTATIVE:

\_\_\_\_\_ Phone number:  
\_\_\_\_\_

4. OWNER/CLIENTS EMERGENCY REPRESENTATIVE:

\_\_\_\_\_ Phone number:  
\_\_\_\_\_

5. TGF Landscapes will commence plowing of parking lots and drive lanes when snow accumulation reaches approximately 3 inch(s), and will commence clearing of sidewalks when snow accumulation reaches approximately 2 inch(s), unless instructed by the Owner/Client's representative to begin snow services before these thresholds are reached, services will take place as conditions dictate.
6. Unless the contractor is instructed otherwise, the customer agrees to allow the contractor to determine if snow plowing is warranted based on snow accumulations at the customer's particular location. The customer understands that snow accumulations may vary throughout the area, and that accumulations in one area may not be indicative of accumulations at the customer's location. Customers also understand that drifting snow may necessitate plowing their particular location, regardless of the average accumulation at that location.
7. TGF Landscapes shall indemnify the Owner/Client and its agents and employees from and against any liabilities that arise out of TGF Landscapes work to the extent such liabilities are adjudicated to have been caused by TGF Landscapes negligence or willful misconduct. Snow service operations can eliminate some but not all dangerous/slippery conditions on the property. Slippery conditions are an inherent danger in all snowy or icy areas, whether serviced or not.
8. TGF Landscapes will apply snowmelt chemicals for snow management unless



instructed in writing not to do so. Such chemicals have inherent properties that may degrade or damage metal, paving materials, and plant material that comes in contact with such chemicals, and therefore TGF Landscapes will not be liable for damage caused to metal objects or paving materials on site.

9. Normal nightly refreezing of melted snow and ice may occur for a period of time after each storm. Therefore, TGF Landscapes may return to the property, to replow, reshovel, or reapply sand or snow melt products as it deems necessary, unless instructed in writing not to do so by an owner/client's designated representative.
10. During extreme weather conditions (snow in excess of 12", ice in all of its forms, and declared states of emergency) TGF Landscapes will make every effort to insure service. However, certain conditions may pose challenges that are out of our control. During these events TGF Landscapes will keep clients apprised of conditions and will define realistic expectations for completion of field operations. Any precipitation event in excess of 24 hours will require that we schedule rest periods for our Field Personnel and Managers to ensure safety for them and our clients.
11. All work will be performed and paid for according to the rate schedule on Exhibit A-1 of this proposal (Page 5)
12. Snow plowing services will be provided for all paved driving lanes and parking areas of said property not obstructed by legally or illegally parked vehicles. All efforts will be made to plow the lot when a majority of spaces are vacant and vehicle and pedestrian activity is at a minimum. There must be a minimum of four (4) contiguous parking spaces open to allow plowing to be done. Parking spaces in communities will be done only upon written request and will commence after the snow event is over.
13. TGF Landscapes will not be responsible for damage to Owner/Client property caused by equipment used in snow service operations except to the extent that such damage is adjudicated to have been caused by TGF Landscapes negligence or willful misconduct. Installation of necessary snow stakes may be performed at an additional cost to the client.
14. TGF Landscapes will not be responsible for damage to plant material as a result of snow weight or from normal wear and tear incurred during snow removal operations.
15. TGF Landscapes may use subcontractors during snow service operations.
16. Sand or chemical clean-up following snow service operations is not included in this contract. (Prices furnished upon request).
17. Equipment may be moved on site prior to precipitation as deemed necessary to perform contracted services. This will aid the Contractor to provide a quick response time.
18. Reports of property damage must be made to the contractor in writing within forty-eight (48) hours of occurrence. Failure to report the damages in writing constitutes

an automatic waiver, and the contractor is also released from liability.

19. Contractor agrees to save the Owner/Client harmless from all damage suits and from liability from injury suffered by an employee of Contractor in connection with the work described herein and agrees to carry a minimum of \$100,000 general liability and workman's compensation insurance for all employees. Contractor shall indemnify Lone Tree Business Improvement District and its agents and employees from and against any liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct.
20. If sidewalk snow service is selected as an option, the customer understands that if temperature and wind conditions combine to bring temperatures below ten degrees Fahrenheit, the contractor reserves the right to cease working in order to protect the health and well-being of its employees.
21. Agreement Terms: The initial term of this Agreement shall begin on October 1, 2024 and shall end on May 31, 2025. This agreement may be terminated by either party via notice sent by certified mail. Upon receipt of notice the Agreement will cease in thirty (30) days. It is understood that the Contractor need not perform any work, nor give any notice if the Owner/Client refuses or fails to pay for any services rendered as specified in section 22.
22. This Agreement, and all Amendments and Exhibits hereto specifically signed and incorporated herein constitute the entire Agreement between the parties and supersede any and all other agreements, either oral or written, between the parties hereto with respect to the services and the service address. By signing below, each party acknowledges they have read and understand this Agreement and that no representation, inducement, promise, or agreement, oral or otherwise, has been made by any party which is not embodied herein. This Agreement shall be construed objectively in light of its overall purpose, which is to provide the described services herein for compensation. Neither the source nor the authorship of this Agreement shall cause any other bias or presumption in the construction or interpretation of this Agreement. Any changes to the terms of this Agreement are not binding unless in writing, signed by each of the parties.

Holiday Surcharge: There shall be a 15% surcharge for all work performed on the following holidays: Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve and New Year's Day.

This contract is in effect from October 1, 2024 through May 31, 2025.

WE PROPOSE hereby to furnish material and labor – complete in accordance with above specifications.

Payments are due upon receipt of invoices for work completed.

Payments received after 60 days will be charged interest at the rate of 1.5% per month. This represents 18% per annum

ACCEPTANCE OF PROPOSAL: The above prices, specifications, authorized to do the work as specified. Payment will be made as and conditions are satisfactory, and are hereby accepted. You are outlined below.

Date of Acceptance: \_\_\_\_\_  
Lone Tree Business Improvement District

Signature: \_\_\_\_\_  
(Printed Name & Title)  
TGF Landscapes

Exhibit A-1

SNOW REMOVAL SERVICES 2024/2025 PRICING FOR TGF LANDSCAPES

Service Price/hour
Plow truck \$150
Skid \$200
Front-end Loader \$300
ATV \$120
Snow Rator \$120
Hand Shovel \$70
Ice Melt (Sidewalks) \$.95/lb
Ice Slicer (Parking and Drive Lanes) \$350/Ton

\*\*\*Payment is due 30 days after receipt of invoice, which will be now more than five days after the storm

\*\*\*Payments not received within 30 days are subject to 15% late fee per month