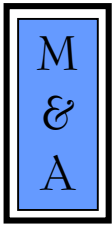


Board of Directors Regular Meeting  
Friday, August 16th, 2024 at 1pm  
Microsoft Teams Meeting  
[CLICK HERE TO JOIN THE MEETING](#)  
Meeting ID: 297 870 082 052  
Passcode: mho8Xv

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AGENDA

1. Call to Order/Declaration of Quorum
2. Announcements
3. Correspondence
  - a. McMahan and Associates, L.L.C. Board Communication Letter, 2023 Financial Audit
4. Director Conflict of Interest Disclosures
5. Approval of Agenda
6. Public Comment
7. Consent Agenda
  - a. Approval of Meeting Minutes 5.7.2024
  - b. Financials for May, June, and July 2024
8. Admin/Management/Finance
  - a. Budget to Actual Through Q2 2024 and Budget Preview
  - b. Lone Tree Urban Renewal Authority Tax Increment Financing Agreement
  - c. Events
    - i. Plazapalooza Funding Request and Update
  - d. Vacant Board Seat Discussion Continued
9. Capital Projects
  - a. Plaza Festoon Lighting Project
  - b. Asphalt Project Closeout
10. Director Updates/Comments
11. Adjournment



# MCMAHAN AND ASSOCIATES, L.L.C.

*Certified Public Accountants and Consultants*

CHAPEL SQUARE, BLDG C  
245 CHAPEL PLACE, SUITE 300  
P.O. Box 5850, AVON, CO 81620

WEB SITE: WWW.MCMAHANCPA.COM  
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FACSIMILE: (970) 845-8108  
E-MAIL: MCMAHAN@MCMAHANCPA.COM

## **To the Board of Directors Lone Tree Business Improvement District Lone Tree, Colorado**

We have audited the financial statements of Lone Tree Business Improvement District for the year ended December 31, 2023. Professional standards require that we provide you with the following information related to our audit.

### **Qualitative Aspects of Accounting Policies**

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by Lone Tree Business Improvement District are described in the notes to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during the year. We noted no transactions entered into during the year for which there is a lack of authoritative guidance or consensus. There are no significant transactions that have been recognized in the financial statements in a different period than when the transaction occurred.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the financial statements were:

- Estimating the allowance for uncollectible accounts (none at December 31, 2023), based on management's experience, together with actual collections history since year-end.

We evaluated the key factors and assumptions used to develop these estimates and found that they are reasonable in relation to the financial statements taken as a whole.

### **Difficulties Encountered in Performing the Audit**

We encountered no difficulties in dealing with management in performing and completing our audit.

### **Corrected and Uncorrected Misstatements**

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. No such misstatements were detected during the course of our audit.

### **Disagreements with Management**

For purposes of this letter, professional standards define a disagreement with management as a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

*Member: American Institute of Certified Public Accountants*

### **Management Representations**

As is required in an audit engagement we have requested certain representations from management that are included in the management representation letter.

This report is intended solely for the information and use of the Board of Directors, management, and others within the organization and is not intended to be, and should not be, used by anyone other than those specified parties.

*McMahan and Associates, L.L.C.*

**McMahan and Associates, L.L.C.**  
**Avon, Colorado**  
**June 26, 2024**

Board of Directors Special Meeting  
Tuesday, May 7<sup>th</sup>, 2024, 2024 at 9:30am  
Microsoft Teams Meeting  
[CLICK HERE TO JOIN THE MEETING](#)  
Meeting ID: 246 624 575 190  
Passcode: DryK9d

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MINUTES

1. Call to Order/Declaration of Quorum

In attendance:

Directors: Pat McGaughran, Darryl Shoemake, Brigitte Muckerman, Donna Reed

City Staff: Jeff Holwell, Matt Gordon, Ulli Nierling

Chair McGaughran called the meeting to order at 9:37am.

2. Announcements

None.

3. Director Conflict of Interest Disclosures

None.

4. Approval of Agenda

Director Shoemake moved to approve the agenda as presented. Seconded by Chair McGaughran. Motion passed unanimously.

5. Public Comment

Christi from The Garden Fairy shared public comment.

6. Consent Agenda

- a. Approval of Meeting Minutes from 3.29.2024 and 4.5.2024
- b. Financials for March and April 2024

Director Shoemake moved to approve the Consent Agenda. Seconded by Chair McGaughran. Motion passed unanimously.

7. Admin/Management

- a. 2023 Annual Comprehensive Financial Report

Gordon provided a short overview of the financial audit, highlighting fund balances, revenues and expenditures for each fund. Matthew Miller, CPA with LTBID audit firm McMahan and Associates, LLC. dove deep into the entire audit process and opinions presented

Chair McGaughran moved to accept the 2023 Annual Comprehensive Financial Report. Seconded by Director Shoemake. Motion passed unanimously.

- b. Q1 2024 Budget to Actuals Report

Gordon provided update on the current budget to actuals of the LTBID.

c. PUBLIC HEARING

i. Resolution 24-06: A Resolution Adopting an Amended Budget and  
Appropriating Funds for the Calendar Year 2024

Chair McGaughran opened the Public Hearing at 9:55 am. No members of the public shared comments. Gordon shared a presentation regarding the budget amendment. Chair McGaughran closed the Public Hearing at 9:56 am.

Chair McGaughran moved to adopt Resolution 24-06. Seconded by Director Shoemake. Motion passed unanimously.

d. Events Continued

Gordon provided an update on event planning in the LTBID. The City of Lone Tree is partnering with MAG Events to host a first Friday type event in August and September 2024.

e. Vacant Board Seat Discussion

Gordon provided an overview of the vacant board seat recommendation and appointment process. Directors suggested that Gordon connect with potential appointees and invite them to a future meeting.

8. Capital Projects

a. Asphalt Project Update

Gordon provided an update on asphalt, concrete, and restriping project with Brown Brothers. Tentative start first week in June.

b. Detention Pond Project Update

Gordon provided a short update on the detention pond project. Project on hold. Funding moved to Capital Fund, Capital Projects line item.

9. Director Updates/Comments

Director Reed shared an update. Chair McGaughran shared an update. Holwell shared an update on development news within and around the district.

Director Shoemake moved to adjourn the meeting. Seconded by Director Reed. Meeting adjourned at 10:19 am.

**APPROVED THIS 16th DAY OF AUGUST 2024**  
**(signature page follows)**

**LONE TREE BUSINESS IMPROVEMENT DISTRICT**

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

**ATTEST:**

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



# Lone Tree Business Improvement District

## Check Detail

May - July, 2024

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR	AMOUNT
1-101 TCF Checking Account						
05/06/2024	Expense		QuickBooks Payments	INTUIT * QBooks Onl MEMO INTUIT * QBooks Onl240503	R	-90.00
				INTUIT * QBooks Onl MEMO INTUIT * QBooks Onl240503		90.00
06/04/2024	Expense		QuickBooks Payments	INTUIT * QBooks Onl MEMO INTUIT * QBooks Onl240603	R	-90.00
				INTUIT * QBooks Onl MEMO INTUIT * QBooks Onl240603		90.00
06/13/2024	Bill Payment (Check)	7934167	The Garden Fairy, LLC	#62600	R	-200.00
						-200.00
06/13/2024	Bill Payment (Check)	7935950	The Garden Fairy, LLC	#62572	R	-5,789.00
						-5,789.00
06/14/2024	Bill Payment (Check)	7939335	City of Lone Tree	#2024-LTBID-1	R	-25,000.00
						-25,000.00
07/02/2024	Bill Payment (Check)	7983405	The Garden Fairy, LLC	#62636		-5,789.00
						-5,789.00
07/02/2024	Bill Payment (Check)	7983732	The Garden Fairy, LLC	#62603		-17,500.00
						-17,500.00
07/02/2024	Bill Payment (Check)	7982422	Brown Brothers Asphalt & Concrete, LLC	#0012061		-132,594.00
						-132,594.00
07/25/2024	Bill Payment (Check)	8045050	The Garden Fairy, LLC	#62661		-795.00
						-795.00
07/25/2024	Bill Payment (Check)	8043207	The Garden Fairy, LLC	#62662		-75.00
						-75.00
07/25/2024	Bill Payment (Check)	8043578	The Garden Fairy, LLC	Inv 62673		-4,500.00
						-4,500.00
07/25/2024	Bill Payment (Check)	8041876	The Garden Fairy, LLC	Inv 62674		-1,920.00
						-1,920.00
07/26/2024	Bill Payment (Check)		Melio			-1.50
						-1.50
07/30/2024	Bill Payment (Check)	8052383	Colorado Special Districts Property and L	Inv 28011		-51.00
						-51.00
07/31/2024	Bill Payment (Check)		Melio			-1.50
						-1.50

# Lone Tree Business Improvement District

## Balance Sheet

As of May 31, 2024

	TOTAL
<b>ASSETS</b>	
Current Assets	
Bank Accounts	
1-101 TCF Checking Account	522,736.02
1-110 Bill.com Money Out Clearing	0.00
4-102 TCF CD	0.00
4-103 TCF CD - 09/10/21 - 0.2%	0.00
<b>Total Bank Accounts</b>	<b>\$522,736.02</b>
Other Current Assets	
1-115 Pooled Cash- General Fund	-275,850.78
1-120 Due from County Treasurer	1,543.06
1-135 Property Taxes Receivable	296,922.00
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>\$301,105.70</b>
<b>Total Current Assets</b>	<b>\$823,841.72</b>
<b>TOTAL ASSETS</b>	<b>\$823,841.72</b>
<b>LIABILITIES AND EQUITY</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
1-201 Accounts Payable	0.00
<b>Total Accounts Payable</b>	<b>\$0.00</b>
Other Current Liabilities	
1-211 Deferred Property Taxes	296,922.00
<b>Total Other Current Liabilities</b>	<b>\$296,922.00</b>
<b>Total Current Liabilities</b>	<b>\$296,922.00</b>
<b>Total Liabilities</b>	<b>\$296,922.00</b>
Equity	
1-301 Fund Balance - General Fund	222,001.62
4-301 Fund Balance- Capital Fund	217,750.94
Net Income	87,167.16
<b>Total Equity</b>	<b>\$526,919.72</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$823,841.72</b>



# Lone Tree Business Improvement District

## Balance Sheet

As of June 30, 2024

	TOTAL
<b>ASSETS</b>	
Current Assets	
Bank Accounts	
1-101 TCF Checking Account	502,140.53
1-110 Bill.com Money Out Clearing	0.00
4-102 TCF CD	0.00
4-103 TCF CD - 09/10/21 - 0.2%	0.00
<b>Total Bank Accounts</b>	<b>\$502,140.53</b>
Other Current Assets	
1-115 Pooled Cash- General Fund	-275,850.78
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>\$122,043.19</b>
<b>Total Current Assets</b>	<b>\$624,183.72</b>
<b>TOTAL ASSETS</b>	<b>\$624,183.72</b>
<b>LIABILITIES AND EQUITY</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
1-201 Accounts Payable	155,883.00
<b>Total Accounts Payable</b>	<b>\$155,883.00</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>\$273,742.49</b>
<b>Total Liabilities</b>	<b>\$273,742.49</b>
Equity	
1-301 Fund Balance - General Fund	222,001.62
4-301 Fund Balance- Capital Fund	217,750.94
Net Income	-89,311.33
<b>Total Equity</b>	<b>\$350,441.23</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$624,183.72</b>

# Lone Tree Business Improvement District

## Balance Sheet

As of July 31, 2024

	TOTAL
<b>ASSETS</b>	
Current Assets	
Bank Accounts	
1-101 TCF Checking Account	338,913.53
1-110 Bill.com Money Out Clearing	0.00
4-102 TCF CD	0.00
4-103 TCF CD - 09/10/21 - 0.2%	0.00
<b>Total Bank Accounts</b>	<b>\$338,913.53</b>
Other Current Assets	
1-115 Pooled Cash- General Fund	-275,850.78
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>\$122,043.19</b>
<b>Total Current Assets</b>	<b>\$460,956.72</b>
<b>TOTAL ASSETS</b>	<b>\$460,956.72</b>
<b>LIABILITIES AND EQUITY</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
1-201 Accounts Payable	11,254.00
<b>Total Accounts Payable</b>	<b>\$11,254.00</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>\$129,113.49</b>
<b>Total Liabilities</b>	<b>\$129,113.49</b>
Equity	
1-301 Fund Balance - General Fund	222,001.62
4-301 Fund Balance- Capital Fund	217,750.94
Net Income	-107,909.33
<b>Total Equity</b>	<b>\$331,843.23</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$460,956.72</b>

# Lone Tree Business Improvement District

## Statement of Activity

January - May, 2024

	TOTAL
Income	
1-400 General Fund Revenue	
1-401 Property Tax Revenue	179,062.51
1-403 Interest Income	586.19
<b>Total 1-400 General Fund Revenue</b>	<b>179,648.70</b>
<b>Total Income</b>	<b>\$179,648.70</b>
Expenses	
1-500 General Fund Expenditures	
1-501 Administrative	
1-503 Management	272.39
1-504 Audit	2,056.00
1-505 Insurance/SDA Dues	557.34
1-506 Legal	100.45
1-507 Office Supplies / Misc Other	361.86
<b>Total 1-501 Administrative</b>	<b>3,348.04</b>
1-560 Landscaping & Other Maintenance	
1-561 Base Contract	23,156.00
<b>Total 1-560 Landscaping &amp; Other Maintenance</b>	<b>23,156.00</b>
1-580 Snow Plow Services	
1-581 Truck & Skid Loader Plowing	26,662.50
1-582 ATV & Hand Shoveling	30,765.00
1-583 Ice Melt	8,550.00
<b>Total 1-580 Snow Plow Services</b>	<b>65,977.50</b>
<b>Total 1-500 General Fund Expenditures</b>	<b>92,481.54</b>
<b>Total Expenses</b>	<b>\$92,481.54</b>
NET OPERATING INCOME	<b>\$87,167.16</b>
Other Expenses	
Reconciliation Discrepancies	0.00
<b>Total Other Expenses</b>	<b>\$0.00</b>
NET OTHER INCOME	<b>\$0.00</b>
NET INCOME	<b>\$87,167.16</b>

# Lone Tree Business Improvement District

## Statement of Activity

January - June, 2024

	TOTAL
Income	
1-400 General Fund Revenue	
1-401 Property Tax Revenue	189,420.03
1-403 Interest Income	712.18
<b>Total 1-400 General Fund Revenue</b>	<b>190,132.21</b>
<b>Total Income</b>	<b>\$190,132.21</b>
Expenses	
1-500 General Fund Expenditures	
1-501 Administrative	
1-503 Management	25,272.39
1-504 Audit	2,056.00
1-505 Insurance/SDA Dues	557.34
1-506 Legal	100.45
1-507 Office Supplies / Misc Other	451.86
<b>Total 1-501 Administrative</b>	<b>28,438.04</b>
1-560 Landscaping & Other Maintenance	
1-561 Base Contract	34,734.00
1-562 Irrigation Repairs	200.00
1-563 Annual Flowers	17,500.00
<b>Total 1-560 Landscaping &amp; Other Maintenance</b>	<b>52,434.00</b>
1-580 Snow Plow Services	
1-581 Truck & Skid Loader Plowing	26,662.50
1-582 ATV & Hand Shoveling	30,765.00
1-583 Ice Melt	8,550.00
<b>Total 1-580 Snow Plow Services</b>	<b>65,977.50</b>
<b>Total 1-500 General Fund Expenditures</b>	<b>146,849.54</b>
4-770 Capital Fund Expenditures	
4-781 Parking Lot Improvements	132,594.00
<b>Total 4-770 Capital Fund Expenditures</b>	<b>132,594.00</b>
<b>Total Expenses</b>	<b>\$279,443.54</b>
NET OPERATING INCOME	<b>\$ -89,311.33</b>
Other Expenses	
Reconciliation Discrepancies	0.00
<b>Total Other Expenses</b>	<b>\$0.00</b>
NET OTHER INCOME	<b>\$0.00</b>
NET INCOME	<b>\$ -89,311.33</b>

# Lone Tree Business Improvement District

## Statement of Activity

January - July, 2024

	TOTAL
<b>Income</b>	
1-400 General Fund Revenue	
1-401 Property Tax Revenue	189,420.03
1-403 Interest Income	712.18
<b>Total 1-400 General Fund Revenue</b>	<b>190,132.21</b>
<b>Total Income</b>	<b>\$190,132.21</b>
<b>Expenses</b>	
1-500 General Fund Expenditures	
1-501 Administrative	
1-502 Accounting	1.50
1-503 Management	25,272.39
1-504 Audit	7,056.00
1-505 Insurance/SDA Dues	608.34
1-506 Legal	100.45
1-507 Office Supplies / Misc Other	451.86
<b>Total 1-501 Administrative</b>	<b>33,490.54</b>
1-560 Landscaping & Other Maintenance	
1-561 Base Contract	40,523.00
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>65,903.00</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>165,446.04</b>
4-770 Capital Fund Expenditures	
4-781 Parking Lot Improvements	132,594.00
<b>Total 4-770 Capital Fund Expenditures</b>	<b>132,594.00</b>
Melio Service Fees	1.50
<b>Total Expenses</b>	<b>\$298,041.54</b>
<b>NET OPERATING INCOME</b>	<b>\$ -107,909.33</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>\$ -107,909.33</b>

# Lone Tree Business Improvement District

## Budget vs. Actuals: 2024 Amended Budget - FY24

January - June, 2024

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
<b>Income</b>				
1-400 General Fund Revenue				
1-401 Property Tax Revenue	189,420.03	148,461.00	40,959.03	127.59 %
1-402 Specific Ownership		11,877.00	-11,877.00	
1-403 Interest Income	712.18	124.98	587.20	569.84 %
<b>Total 1-400 General Fund Revenue</b>	<b>190,132.21</b>	<b>160,462.98</b>	<b>29,669.23</b>	<b>118.49 %</b>
4-400 Capital Fund Revenue				
4-403 Interest Income- Cap Fund		25.02	-25.02	
<b>Total 4-400 Capital Fund Revenue</b>		<b>25.02</b>	<b>-25.02</b>	
<b>Total Income</b>	<b>\$190,132.21</b>	<b>\$160,488.00</b>	<b>\$29,644.21</b>	<b>118.47 %</b>
<b>Expenses</b>				
1-500 General Fund Expenditures				
1-501 Administrative				
1-503 Management	25,272.39	25,000.02	272.37	101.09 %
1-504 Audit	2,056.00	2,798.52	-742.52	73.47 %
1-505 Insurance/SDA Dues	557.34	2,500.02	-1,942.68	22.29 %
1-506 Legal	100.45		100.45	
1-507 Office Supplies / Misc Other	451.86	600.00	-148.14	75.31 %
1-508 Treasurer's Fees		2,227.02	-2,227.02	
<b>Total 1-501 Administrative</b>	<b>28,438.04</b>	<b>33,125.58</b>	<b>-4,687.54</b>	<b>85.85 %</b>
1-560 Landscaping & Other Maintenance				
1-561 Base Contract	34,734.00	30,127.50	4,606.50	115.29 %
1-562 Irrigation Repairs	200.00	750.00	-550.00	26.67 %
1-563 Annual Flowers	17,500.00	8,749.98	8,750.02	200.00 %
1-564 Mulch Replacement		2,250.00	-2,250.00	
1-565 Tree Feeding / Spraying		3,750.00	-3,750.00	
1-566 Turf Fertilizer & Treatments		3,382.50	-3,382.50	
1-567 Drainage Pond Cleaning		750.00	-750.00	
1-568 Storm Damage / Other		499.98	-499.98	
1-569 Holiday Lighting		2,500.02	-2,500.02	
1-570 Plaza Planning		340.02	-340.02	
<b>Total 1-560 Landscaping &amp; Other Maintenance</b>	<b>52,434.00</b>	<b>53,100.00</b>	<b>-666.00</b>	<b>98.75 %</b>
1-580 Snow Plow Services				
1-581 Truck & Skid Loader Plowing	26,662.50	36,750.00	-10,087.50	72.55 %
1-582 ATV & Hand Shoveling	30,765.00	28,999.98	1,765.02	106.09 %
1-583 Ice Melt	8,550.00	19,500.00	-10,950.00	43.85 %
<b>Total 1-580 Snow Plow Services</b>	<b>65,977.50</b>	<b>85,249.98</b>	<b>-19,272.48</b>	<b>77.39 %</b>
<b>Total 1-500 General Fund Expenditures</b>	<b>146,849.54</b>	<b>171,475.56</b>	<b>-24,626.02</b>	<b>85.64 %</b>
4-770 Capital Fund Expenditures				
4-772 Capital Improvements		32,500.02	-32,500.02	
4-773 Lighting Improvements		2,500.02	-2,500.02	
4-781 Parking Lot Improvements	132,594.00	89,400.00	43,194.00	148.32 %

# Lone Tree Business Improvement District

## Budget vs. Actuals: 2024 Amended Budget - FY24

January - June, 2024

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
4-782 Contingency/Emergency		13,549.98	-13,549.98	
<b>Total 4-770 Capital Fund Expenditures</b>	<b>132,594.00</b>	<b>137,950.02</b>	<b>-5,356.02</b>	<b>96.12 %</b>
<b>Total Expenses</b>	<b>\$279,443.54</b>	<b>\$309,425.58</b>	<b>\$ -29,982.04</b>	<b>90.31 %</b>
NET OPERATING INCOME	<b>\$ -89,311.33</b>	<b>\$ -148,937.58</b>	<b>\$59,626.25</b>	<b>59.97 %</b>
Other Expenses				
Reconciliation Discrepancies	0.00		0.00	
<b>Total Other Expenses</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0.00%</b>
NET OTHER INCOME	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0.00%</b>
NET INCOME	<b>\$ -89,311.33</b>	<b>\$ -148,937.58</b>	<b>\$59,626.25</b>	<b>59.97 %</b>

**Lone Tree Business Improvement District  
2025 Budget Preview**

	2023 Actual	2024 Approved Budget	Adjustments	2024 Budget Amendment	2024 Actual as of 7.30.2024	2025 Budget Draft	Notes / Assumptions
<b>PROPERTY TAXES</b>							
Assessed Valuation	15,964,914	17,908,260	(941,290)	16,966,970	16,966,970	16,590,700	Based on Assessor's Report for the District, 6.28
<b>Mill Levy Breakdown:</b>							
Mill Levy - Operations	17.500	17.500	-	17.500	17.500	17.500	
<b>Total</b>	<b>17.500</b>	<b>17.500</b>	<b>-</b>	<b>17.500</b>		<b>20.000</b>	<b>Recommend increase from 17.5 to 20</b>
Property Tax Revenue - Operations	279,386	313,395	(16,473)	296,922	296,922	331,814	AV * Mill Levy / 1,000
<b>Total</b>	<b>279,386</b>	<b>313,395</b>	<b>(16,473)</b>	<b>296,922</b>	<b>296,922</b>	<b>331,814</b>	
<b>COMBINED SUMMARY</b>							
<b>REVENUE</b>							
Property Taxes	279,386	313,395	(16,473)	296,922	189,420	331,814	AV * Mill Levy / 1,000
Specific Ownership Taxes	23,859	25,072	(1,318)	23,754	-	23,227	8% of Taxes
Interest Income	4,767	300	-	300	712	300	Budgeted Interest for both General and Capital
<b>TOTAL REVENUE</b>	<b>308,012</b>	<b>338,767</b>	<b>(17,791)</b>	<b>320,976</b>	<b>190,132</b>	<b>355,341</b>	
<b>EXPENDITURES</b>							
Administrative	39,280	64,797	1,453	66,250	28,489	118,900	\$68,900 for base contract, Landscape Revival Program
Landscaping and Landscaping Programs	97,279	106,200	-	106,200	59,649	101,500	assume 4% increase
Snow Plow Services	76,156	170,500	-	170,500	66,053	177,320	assume 4% increase
Parking Lot Maintenance	-	-	-	-	-	66,144	Asphalt, Concrete, Restriping, Sealing, Annual maintenance contract
Electrical and Lighting Maintenance	-	-	-	-	-	82,767	Parking Lot Lights, Walkway lights, and Festoon Lighting
Capital	-	85,000	190,900	275,900	132,594	-	Maintenance
Contingency / Emergencies	-	-	-	-	-	8,710	
<b>TOTAL EXPENDITURES</b>	<b>212,715</b>	<b>426,497</b>	<b>192,353</b>	<b>618,850</b>	<b>286,785</b>	<b>555,341</b>	
<b>CHANGE IN FUND BALANCE</b>	<b>95,297</b>	<b>(87,730)</b>	<b>(210,144)</b>	<b>(297,875)</b>	<b>35,942</b>	<b>(200,000)</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>200,000</b>	
<b>ENDING FUND BALANCE</b>	<b>439,752</b>	<b>183,865</b>	<b>(41,988)</b>	<b>141,877</b>	<b>475,694</b>	<b>-</b>	
<b>COMPONENTS OF FUND BALANCE:</b>							
Nonspendable	2,641	2,000	-	2,000		2,500	Prepaid insurance
Restricted for Emergencies	6,380	10,161	(534)	9,628		8,710	3% of General Fund Revenues
Assigned for Capital	275,850	851	(851)	-		-	
Unassigned	154,881	170,853	(40,603)	130,250		145,934	
<b>TOTAL FUND BALANCE</b>	<b>439,752</b>	<b>183,865</b>	<b>(41,988)</b>	<b>141,877</b>		<b>-</b>	



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**STAFF REPORT**

**TO:** Lone Tree Business Improvement District Board of Directors  
**FROM:** Matt Gordon, Economic Development Specialist, City of Lone Tree  
**FOR:** Friday, August 16<sup>th</sup> Regular Meeting  
**SUBJECT:** Agenda Items Admin/Management/Finance 8b and 8c

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**Admin/Management/Finance 8b. Lone Tree Urban Renewal Authority Tax Increment Financing Agreement**

**Summary:**

The City of Lone Tree and Lone Tree Urban Renewal Authority proposes an agreement regarding tax increment financing (TIF) with Lone Tree Business Improvement District. The agreement would allow its newly formed Urban Renewal Area (URA) to retain 100% of the property tax increment created by new development over the 25-year life cycle of the URA.

In September of 2023, the City of Lone Tree formed its Urban Renewal Authority, and in November the City provided written notice of its intent to adopt an Urban Renewal Plan. At its December 5, 2023, meeting, the Lone Tree City Council unanimously passed a resolution finding that the area is a blighted, primarily due to commercial vacancies, inadequate street layout, and irregular lot layout. At that meeting, City Council also approved the Lone Tree Entertainment District Urban Renewal Plan, which envisions the use of URA powers to unwind covenants, cross-access agreements, and other encumbrances that hinder redevelopment. TIF generated is anticipated to be used primarily for “creating public spaces and meeting places; improving access and circulation; improving streets, parks and open space; providing for corridor improvements and parking; completing utilities and improving storm water drainage capacity.”

The City prepared a statutorily-required County Impact Report. It models scenarios in which the URA area experiences redevelopment on specific sites. These modelled projects are estimated to generate \$500,000 to \$700,000 in property tax increment per year, totaling \$13.5 million over the 25-year life of the URA. Under the proposed TIF agreement, LTBD would forego these revenues, and they would instead accrue to the URA for public improvements. Notably, the property tax estimates in the report were generated using construction costs rather than comparable assessed valuations. As such, the City suggests that the report may significantly overestimate property tax increment that the District would forego. Additional estimates provided by the City suggest the increment may total \$4.9 million over 25 years. Redevelopment in the URA is also anticipated to generate new sales tax receipts of \$300,000 to \$940,000 annually, totaling \$19 million over 25 years.

**Recommended Action:**

Staff recommends approval of the financing agreement.

## **Admin/Management/Finance 8c. Events i. Plazapalooza Funding Request and Update**

### **Summary:**

The City of Lone Tree is hosting an event in partnership with the Lone Tree Business Improvement District called, Plazapalooza, on Saturday, September 21<sup>st</sup>, 2024 from 2pm to 7pm. The City has budgeted funds of \$15,000, is providing manpower, promotional materials and resources, and management of the event. The City is requesting \$5,000 from the Lone Tree Business Improvement District to expand promotion through direct mailers throughout the City and to engage in digital/social media marketing to spread the word online.

### **Recommended Action:**

Staff recommends approval of the funding request.

**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): \_\_\_\_\_

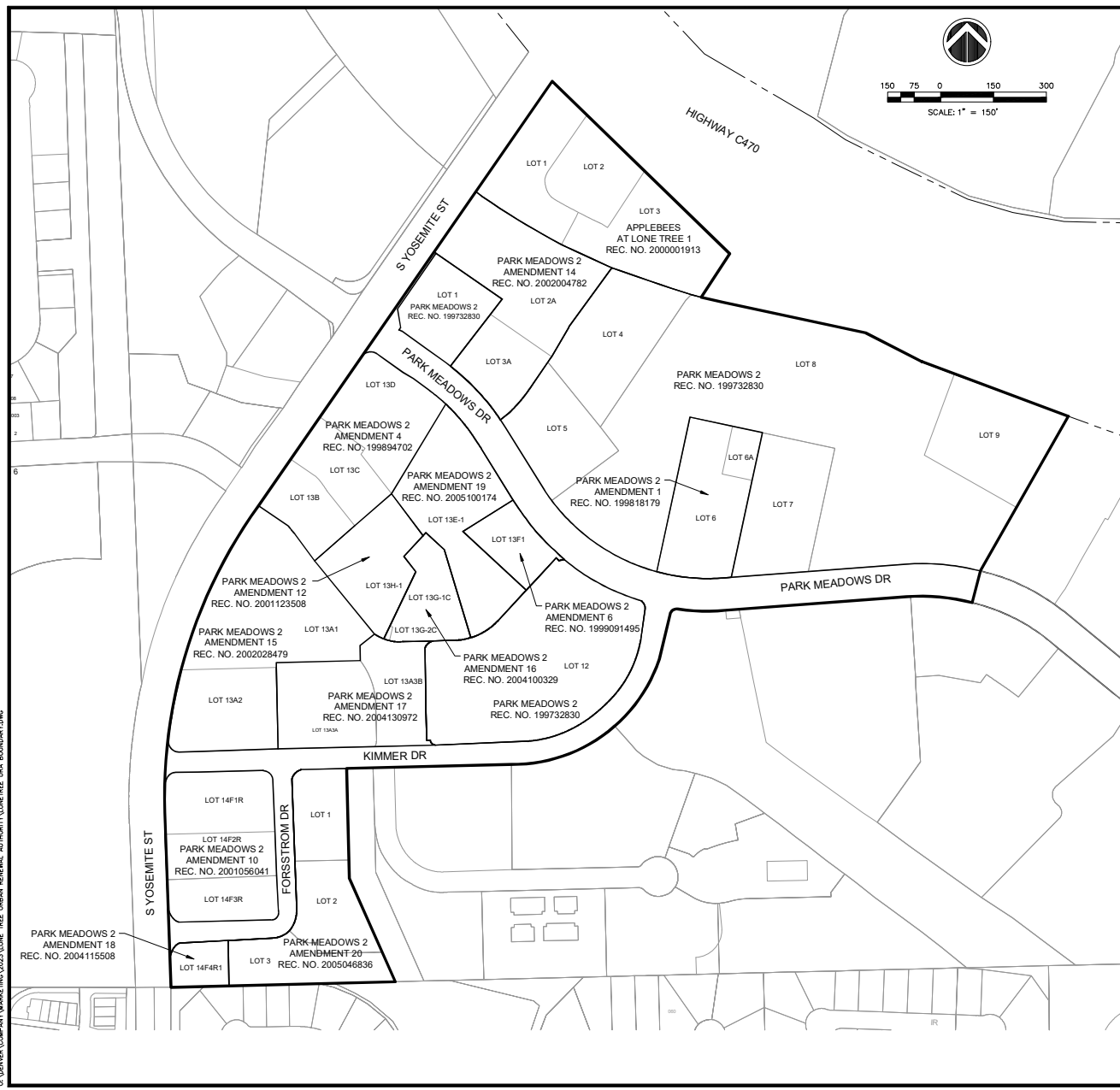
Its: \_\_\_\_\_

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. 200204782.

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		DATE
No.	DESCRIPTION	

17008 RICHMOND BLVD. SUITE 200 DENVER, CO 80202  
 WWW.IMEGPROF.COM

**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
<b>1</b>
Sheet 1 of 1



# Plaza palooza

SATURDAY

# 21



# SEPT

2PM TO 7PM

LIVE MUSIC, FOOD  
TRUCKS, VENDORS,  
LAWN GAMES, BEER

9355 PARK  
MEADOWS DR,  
LONE TREE, CO  
80124

ENTRANCE IS FREE TO  
ALL



TO LEARN MORE OR TO BECOME A VENDOR  
VISIT [HTTPS://GO.CITYOFLONETREE.COM/PLAZAPALOOZA](https://go.cityoflonetree.com/plazapalooza) OR CONTACT  
MATT GORDON, 7205091006, MATT.GORDON@CITYOFLONETREE.COM



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Saturday, September 21, 2024 | 2:00pm to 7:00pm  
Vendor Application Form

A community event hosted by the Lone Tree Business Improvement District and the City of Lone Tree, in partnership with the South Metro Denver Chamber and MAG Events.

**Event Details**

Date: Saturday, September 21<sup>st</sup>, 2024

Time: 2pm to 7pm

Address: Lone Tree Entertainment District Plaza - 9355 Park Meadows Dr, Lone Tree, CO 80124

Set up: 12:30pm to 1:30pm

Event Time: 2pm to 7pm

Tear down: 7:15pm to 8:30pm

**Market Vendor Booth**

Space for a 10x10 tent

(vendor must bring own tent)

No power available

**Food Truck**

Space for a 20-30' trailer

(truck must detach and park in lot during event)

No power available

**Booth Fee**

To reserve a booth, submit your nonrefundable booth fee with this application.

10x10 Booth Space - \$35

Food Truck Space - \$50

**Required Permits / Business Licenses (see details on next page)**

CO Tax ID

Lone Tree Business License

W9

Douglas County Health Department Permit (if selling food)

**\*Your booth will be reserved once your booth fee and completed application is received. Proof of all required business licenses and permits (Lone Tree business License, Tax ID, Douglas County Health permit, etc.) must be received no later than 9.1.24 or vendor will not be permitted to set up at event and will forfeit their booth fee.**

**Business Information**

Business Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact(s) Name: \_\_\_\_\_

Business Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Email(s): \_\_\_\_\_

**Tax Information** - The following tax items are required. Proof of these are due by Sept. 1, 2024 or booth space and fee will be forfeit.

**All Vendors:**

CO Tax ID: \_\_\_\_\_

Lone Tree Business License *To sign up for your Lone Tree Business License [click here](#) :* \_\_\_\_\_

Attach Completed W9 *If you need further instruction on how to complete this form, visit [irs.gov/forms-pubs/about-form-w-9](https://irs.gov/forms-pubs/about-form-w-9)*

**Food Vendors (also need the following):**

Douglas County Health Department - Special Event Vendor Application Form

*To complete this form [click here](#) For more information on this form, visit [here](#).*

**Additional Information**

Electricity is not available at this time.

No items with profanity or sexual content permitted.

List of Product(s) to be sold – We would like a general idea of what you will be selling. Please list all the items you intend on bringing to the event, we will try our best avoid crossover. Please see Terms and Conditions for a list of items provided to exhibitors. *(We reserve the right to eliminate certain items from your list to ensure better exclusivity):*

\_\_\_\_\_  
\_\_\_\_\_

Links - Please provide your business links below.

Website: \_\_\_\_\_

Facebook link: \_\_\_\_\_

Instagram handle / link: \_\_\_\_\_

# Plazapalooza Terms and Conditions

1. **Setup/ Break Down:** On event day, Exhibitors may begin setting up at 12:30pm, with set up completed and all vehicles out of the space by 1:30pm. Breakdown can start no sooner than 7:00pm and must be completed by 8:30pm. **No exhibitor is to close before the official ending time of 7:00pm.** Exhibitors are responsible for their selling spaces. \*Before leaving, be sure your area is clean and trashfree.
2. **Staffing:** Exhibitor spaces must be manned at all times and intact until the event ends at 7:00pm. The Lone Tree Business Improvement District and City of Lone Tree are not responsible for merchandise or display materials.
3. **Exhibitor Items:** The Lone Tree Business Improvement District and City of Lone Tree reserves the right to have items removed that are considered not appropriate. No open flames, profanity, tobacco, cannabis or alcoholic items/references, or suggestive material are permitted.
4. **Exhibitor Responsibility:** Exhibitor will be fully responsible for any loss or damage to their property by theft, fire, or casualty. The Lone Tree Business Improvement District and City of Lone Tree expressly disclaims any responsibility for the same. Exhibitors shall be responsible for any damage which may be incurred to the facilities as a result of or in connection with its operation. Each Exhibitor is responsible for the conduct of their employees and/or representatives, and activities must not detract from the image or welfare of the event.
5. **Exhibitor Spaces:** Each Exhibitor will be provided a 10x10 space to set up. Exhibitor is responsible for bringing all necessary items to display/sell their inventory. Exhibitor is responsible for bringing items such as tent, table(s), chairs, and/or display structures for inside their tent. Exhibitors must ensure that none of their display equipment extends beyond the 10x10 space they are allocated; this includes any signage, stands or additional equipment.

Electricity is not available.

Exhibitors are responsible for their own point of sale system. WIFI is NOT guaranteed, so all systems must operate off your cell phone coverage or hotspot you create. You may want to test this ahead of time. The Lone Tree Business Improvement District and City of Lone Tree is not responsible for lack of service or coverage in the area.

Exhibitor spaces will be assigned. Placement, flow, and competition will be taken into consideration to provide the best experience for visitors and exhibitors. The Lone Tree Business Improvement District and City of Lone Tree will make every effort to limit the number of vendors providing the same types of products. Providing an accurate description of products to be sold as requested above will help in this regard. The Lone Tree Business Improvement District and City of Lone Tree will approve all items being sold based on what is listed on your application. The Lone Tree Business Improvement District and City of Lone Tree reserves the right to deny sales of certain items to assist in keeping booth types exclusive.

Spaces are reserved on a first-come first-served basis.

6. **Music:** Music and entertainment is provided for the overall event. No competing music may be played in the market area.
7. **Booth Fee:** A non-refundable booth fee is required to secure space and is due upon submission of the application. The booth fee will be donated to an organization of The Lone Tree Business Improvement District and City of Lone Tree's choosing. Cancellation of booth space must be in writing. Booth fee is non-refundable. A no-show, cancellation of space within 45 days or failure to be ready to sell at the assigned time will constitute in a non-return to future events. The Lone Tree Business Improvement District and City of Lone Tree are not liable if weather or other conditions prevent the Exhibitor from

attending and fulfilling the contractual obligation as an Exhibitor. No refunds will be made for weather, accident, health, or other causes for non-participation.

8. **Permits and Licenses:** All food vendors and exhibitors must comply with applicable Douglas County Health Department guidelines and obtain necessary health permits. **All vendors and exhibitors must obtain a Sales Tax Business License from the City of Lone Tree and comply with sales tax reporting laws. Vendors are responsible to collect and remit sales tax to the City of Lone Tree after the event. All vendors and exhibitors will complete a W9 and submit with this application. Proof of these licenses and permits are due by end of day on September 1, 2024 or Exhibitor will not be permitted to participate in the event.**
9. **Marketing/Advertising:** The Lone Tree Business Improvement District, City of Lone Tree, and South Metro Denver Chamber of Commerce will promote the event via their website, social media, and other marketing avenues.
10. **Indemnification:** Exhibitor agrees to indemnify and hold harmless The Lone Tree Business Improvement District and City of Lone Tree from and against any loss, expense, claims, damages, causes of action, injuries, suits or damages, suits to person or property, including attorney's fees, arising out of, or related to the operation of the Exhibitors at the Plazapalooza.
11. **Event Cancellation:** The Lone Tree Business Improvement District and City of Lone Tree reserves the right to cancel the event at any time up to and including the day of the event due to weather, pandemics, or other force majeure. Exhibitor agrees to hold harmless The Lone Tree Business Improvement District and City of Lone Tree from and against any loss, expense, claims or damages due to cancellation. In the event of cancellation, The Lone Tree Business Improvement District and City of Lone Tree will refund any booth fees.
12. **Pandemic/COVID-19:** Exhibitor agrees to follow all regulations and policies in place due to any current COVID-19 or other related pandemic restrictions.
13. **Acceptance:** The Lone Tree Business Improvement District and City of Lone Tree reserve the right to decline any application for any reason, without limitation, if it deems such action to be in the best interest of the Plazapalooza, regardless of receipt of booth fee. If the application is declined, notification will be made, and the booth fee will be returned to Exhibitor.

By completing the Plazapalooza Application you are certifying that you have read the Terms and Conditions and will adhere to all rules and policies herein.

Upon submission of your application, **please make your check for your non-refundable booth fee payable to Lone Tree Business Improvement District, and mail it along with your application to The City of Lone Tree, Attention Matt Gordon, 9220 Kimmer Drive, Suite 100, Lone Tree, CO 80124.**

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Thank you for your interest in the Plazapalooza on September 21, 2024. Receipt of your application will be confirmed by email and approval of your booth will be confirmed within three days of the time we receive all required items. Incomplete or missing information will result in application being voided. Booths will be reserved only once a completed application and booth fee are received. All remaining required tax and permit documents are due by September 1, 2024 or vendor will not be permitted to participate.

For questions, please email [info@mag-events.com](mailto:info@mag-events.com)



Estimate # Maintenance/Clean/Adjust

Project: Architectural Landscape Lighting Home and Grounds  
 Attention: Lone Tree BISTRO Regal UA Walking Mall  
 Date Issued: 6/01/2024 Subscription

**DESCRIPTION OF WORK**

Proposal includes: Maintenance on (14) Strands Lighting Fixtures and Timers. Maintenance includes: Check, Tighten and Wipe Down all lamps and wire, replace non-functioning lamps and check/tighten all connections. Warranty work will be covered. Lamps not covered under warranty and non-warranty work/items will be charged. Troubleshoot/Repair at Time & Materials (\$85/man hour) if required. Invoice based on actual time (man-hours) - Annual Subscription Pricing based on actual time/pricing. Current proposal estimated at (4) men for (8) hours.

**Landscape Lighting Products/ Specifications**

QTY	Product / Style	Manufacturer / Product Line	Description
1	Subscription Maintenance	Designscapes	Subscription Lighting Maintenance, Automatically scheduled and performed
		Designscapes	
		Designscapes	
		Designscapes	
		Designscapes	
		Designscapes	
		Designscapes	

Net Lamp Count

**416**

ONE-TIME  
MAINTENANCE  
ESTIMATE

**\$3,800**

SCHEDULED  
MAINTENANCE  
SUBSCRIPTION

**\$2,720**

I (owner) \_\_\_\_\_ prefer to opt out of the Subscription Maintenance Program and prefer to utilize the one-time pricing/service and scheduling.

This information is valid for 30 calendar days from the date of issue.

Terms: 30% upon approval, remainder due upon completion.

**Signatures:**

CONTRACTOR : Designscapes Colorado

6/01/2024 Subscription Maintenance/Clean/Adjust

OWNER : \_\_\_\_\_

6/01/2024 Subscription Maintenance/Clean/Adjust



# BROWN BROTHERS ASPHALT & CONCRETE

8200 S. Akron St., Suite 105 • Centennial, CO 80112  
Office 303.781.9999 • Fax 303.762.1025

SUBMITTED TO:		PROJECT NAME / ADDRESS	
City of Lone Tree 9355 Park Meadows Dr Lone Tree, CO 80124 Matt Gordon   (720) 810-2994   <a href="mailto:matt.gordon@cityoflonetree.com">matt.gordon@cityoflonetree.com</a>		City of Lone Tree 9355 Park Meadows Dr Lone Tree, CO 80124	
PROPOSAL #	DATE	ACCOUNT EXECUTIVE	PAYMENT TERMS
17038-24-128B	4/1/2024	Courtney Sandberg	Upon Completion

**PROPOSAL AND CONTRACT – DESCRIPTION OF WORK TO BE COMPLETED – PAGE 1 of 4**

PROPOSAL AND CONTRACT – DESCRIPTION OF WORK TO BE COMPLETED – PAGE 1 of 4		
<b>RIO GRANDE &amp; PANERA LOTS</b>		<b>\$118,296</b>
<p><b>ASPHALT R&amp;R</b></p> <ul style="list-style-type: none"> <li>Sawcut edges of areas to be removed.</li> <li>Remove approx. 9,040 sq/ft of failed asphalt to a full depth of 6" in 10 locations.</li> <li>Haul away and dispose of all debris.</li> <li>Shape and compact existing subgrade in place.</li> <li>Pave approx. 9,040 sq/ft with 6" of new HMA, RAP in 10 locations.               <ul style="list-style-type: none"> <li>Bottom lift of 4" with ¾" HMA, RAP</li> <li>Top lift of 2" with ½" HMA, RAP</li> </ul> </li> </ul> <p><b>Notes:</b></p> <ul style="list-style-type: none"> <li>Work will be performed in 1 mobilization(s).</li> <li>Permits, Fees, Testing, Traffic Control Plans are excluded.</li> <li>Bid is based on an existing asphalt depth of 6", without paving fabric. If depth varies from said thickness, or fabric is encountered, a change order authorizing additional funds may be necessary.</li> <li>BBAC is not liable for damage to underground utilities not located by owner prior to commencement of work.</li> <li>BBAC is not liable for drainage on projects with less than 1% fall.</li> <li>Pricing excludes the import and/or export of any subgrade materials. If found, unsuitable subgrade will be replaced at a rate of \$125/ton.</li> </ul>		\$83,058
<p><b>CONCRETE CURB &amp; GUTTER</b></p> <ul style="list-style-type: none"> <li>Demo &amp; remove approx. 80 linear feet of damaged concrete curb and gutter in 3 locations.</li> <li>Haul away and dispose of all debris.</li> <li>Shape and compact existing subgrade in place.</li> <li>Form, pour, and broom finish approx. 80 linear feet of curb and gutter in 3 areas, matching existing layout.</li> </ul> <p><b>Notes:</b></p> <ul style="list-style-type: none"> <li>Work will be completed in 1 mobilization(s).</li> <li>Concrete is grey, 4500 PSI unless otherwise noted.</li> <li>Permits, Fees, Testing, Traffic Control Plans are excluded.</li> <li>BBAC is not liable for damage to underground utilities not located by owner prior to commencement of work.</li> <li>BBAC is not liable for drainage on projects with less than 1% fall.</li> <li>Pricing excludes the import and/or export of any subgrade materials. If found, unsuitable subgrade will be replaced at a rate of \$125/ton.</li> </ul>		\$5,278
<p><b>INFRARED PATCHES (LOCATIONS TBD)</b></p> <ul style="list-style-type: none"> <li>Patch approx. 8,750 sq/ft of damaged asphalt using the infrared method (250 Heats).</li> </ul> <p><b>Notes:</b></p> <ul style="list-style-type: none"> <li>Infrared patching generally will not improve the drainage properties of the existing pavement and may obstruct runoff from other sources.</li> <li>Reflective cracking will occur due to movements and condition of existing underlying asphalt.</li> </ul>		\$19,054



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**PROPOSAL AND CONTRACT – DESCRIPTION OF WORK TO BE COMPLETED – PAGE 2 of 4**

<b><u>CRACK FILL (RIO GRANDE LOT ONLY)</u></b>	\$8,594
<ul style="list-style-type: none"> <li>• Approx. 9,300 linear feet of major cracks (1/4" to 3" wide) will be caulked with a hot-applied, rubberized crack sealer.</li> </ul>	
<b><u>STRIPING (RIO GRANDE LOT ONLY)</u></b>	\$2,312
<ul style="list-style-type: none"> <li>• Restripe of the following items:               <ul style="list-style-type: none"> <li>○ 258 Parking Stalls</li> <li>○ 3 ADA Symbols</li> <li>○ 2 ADA Hash Areas</li> </ul> </li> </ul>	
<b>Notes:</b> <ul style="list-style-type: none"> <li>• Work will be completed in 2 mobilization(s).</li> <li>• Large cracks will be partially filled with a sand filler material.</li> <li>• Brown Brothers will not warranty areas where cracking is less than 1/4" wide, greater than 3" wide, or areas considered to be "alligatored".</li> <li>• If cleaning by high pressure blowers and broom sweeping will not ensure paint will adhere, additional cleaning charges may be required.</li> <li>• Area will be free and clear of obstructions on scheduled days to complete work. If upon arrival there are obstructions that cannot be moved on the scheduled day of service, a change order in the amount of \$2,500 for an additional mobilization to complete work will be required.</li> </ul>	
<b>HUNTINGTON AREA OPTION 1 (MILL &amp; OVERLAY W/ BASE PATCHING)</b>	<b>\$44,258</b>
<b><u>2" MILL &amp; OVERLAY W/ BASE REPAIRS</u></b>	
<ul style="list-style-type: none"> <li>• Roto-mill approx. 12,800 sq/ft of asphalt to a depth of 2".</li> <li>• Demo and remove approx. 1,732 sq/ft of asphalt an additional 4" for base asphalt patching.</li> <li>• Haul away and dispose of all debris.</li> <li>• Apply tac-oil coat prior to paving.</li> <li>• Pave approx. 1,732 sq/ft and compact to a finished thickness of 4" as base asphalt patching.</li> <li>• Pave approx. 12,800 sq/ft and compact to a finished thickness of 2".</li> </ul>	
<b>Notes:</b> <ul style="list-style-type: none"> <li>• Work will be performed in 1 mobilization(s).</li> <li>• Overlay paving depends on a stable base course with minimal cracking, after roto-milling, surface will be evaluated for necessary repairs. If unsuitable base layer of asphalt is discovered upon removal, additional funds will be necessary.</li> <li>• Bid is based on the existing asphalt, without paving fabric. If fabric is encountered, a change order authorizing additional funds may be necessary.</li> <li>• Permits, Fees, Testing, Traffic Control Plans are excluded.</li> </ul>	





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**PROPOSAL AND CONTRACT – DESCRIPTION OF WORK TO BE COMPLETED – PAGE 3 of 4**

<del>HUNTINGTON AREA OPTION 2 (PATCH REPAIRS)</del>	<del>\$28,058</del>
<p><b><u>ASPHALT REPAIRS</u></b></p> <ul style="list-style-type: none"> <li><del>• Sawcut edges of areas to be removed.</del></li> <li><del>• Remove approx. 1,732 sq/ft of failed asphalt to a full depth of 6" in 4 locations.</del></li> <li><del>• Roto mill approx. 840 sq/ft of asphalt to a depth of 2" using a detail mill in 2 locations.</del></li> <li><del>• Haul away and dispose of all debris.</del></li> <li><del>• Shape and compact existing subgrade in place.</del></li> <li><del>• Pave approx. 840 sq/ft and compact to a finished thickness of 2" along curbline.</del></li> <li><del>• Pave approx. 1,732 sq/ft with 6" of new HMA, RAP in 4 locations.</del> <ul style="list-style-type: none"> <li><del>○ Bottom lift of 4" with ¾" HMA, RAP</del></li> <li><del>○ Top lift of 2" with ½" HMA, RAP</del></li> </ul> </li> </ul> <p><b>Notes:</b></p> <ul style="list-style-type: none"> <li><del>• Work will be performed in 1 mobilization(s).</del></li> <li><del>• Permits, Fees, Testing, Traffic Control Plans are excluded.</del></li> <li><del>• Bid is based on an existing asphalt depth of 6", without paving fabric. If depth varies from said thickness, or fabric is encountered, a change order authorizing additional funds may be necessary.</del></li> <li><del>• BBAC is not liable for damage to underground utilities not located by owner prior to commencement of work.</del></li> <li><del>• BBAC is not liable for drainage on projects with less than 1% fall.</del></li> <li><del>• Pricing excludes the import and/or export of any subgrade materials. If found, unsuitable subgrade will be replaced at a rate of \$125/ton.</del></li> </ul>	\$26,766
<p><b><u>INFRARED PATCHES (LOCATIONS TBD)</u></b></p> <ul style="list-style-type: none"> <li><del>• Patch approx. 700 sq/ft of damaged asphalt using the infrared method (20 Heats).</del></li> </ul> <p><b>Notes:</b></p> <ul style="list-style-type: none"> <li><del>• Infrared patching generally will not improve the drainage properties of the existing pavement and may obstruct runoff from other sources.</del></li> <li><del>• Reflective cracking will occur due to movements and condition of existing underlying asphalt.</del></li> </ul> <p align="center"><del><b>EXPIRY STATEMENT:</b> This proposal is valid for 14 days from the date noted on the proposal.</del></p> <p align="center"><del><b>PRICE VOLITILITY &amp; ESCALATION NOTE:</b> Note that due to the volatility in oil and fuel prices, pricing for all materials and trucking costs continue to be impacted. All awarded projects will be evaluated prior to commencement of work to determine if a price escalation change order is warranted and/or required.</del></p>	\$1,292
<b>PAGE 3 of 4</b>	

Courtney Sandberg   (720) 229-9211   <a href="mailto:courtney@asphaltconcrete.net">courtney@asphaltconcrete.net</a>		<b>TOTAL</b>	<b>TBD</b>
Approval Signature	<i>Pat McGaughran</i>	Date	5/8/2024   5:58 PM PDT
Printed Name & Title	Pat McGaughran President	Phone #	7205091006

The above quotation, subject to terms and conditions attached to Proposal/Contract, is accepted, and shall constitute a contract between Brown Brothers Asphalt & Concrete, LLC, and the customer.

**EXCLUSIONS, UNLESS NOTED ABOVE:**

Bonding, permits, testing, engineering, surveying, quality control, quality assurance, traffic control, fencing, concrete pumping, correction of drainage issues, subgrade work, excavation, removing or replacing unsuitable material, removing existing waste, concrete reinforcement, dowels, colored or decorative concrete, crack sealing at transition between asphalt and other hard surfaces, caulking/grouting, erosion control, cold weather protection, frost removal, soil sterilant, hoisting, waterproofing, sweeping, hauling, site water and water metering, railings, utility adjustments, night, weekend, holiday, and overtime work, vehicle towing, site notification. Damage to: electrical work, conduit, lighting, snow/ice melt systems, landscaping, irrigation, objects obscured from view. Liquidated damages, customer scope of work changes, liability of work performed by others. Delays caused by others and acts of nature.

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**TERMS AND CONDITIONS**

**PAYMENT FOR WORK:** Unless otherwise agreed in writing, Brown Brothers Asphalt & Concrete, LLC (herein referred to as "BBAC") shall invoice Customer at the completion of the Work and all invoices are due and payable by Customer upon receipt. BBAC reserves the right to submit progress billings to Customer on a weekly, bi-weekly or monthly basis, which shall be paid by Customer upon receipt. No defect in the Work shall relieve Customer of its obligation to make payment of amounts due. Customer shall be charged interest at the rate of 2% per month on all unpaid balances and shall pay all reasonable attorneys' fees and costs incurred by BBAC in collecting amounts due hereunder. BBAC retains any and all lien rights. Customer acknowledges that there is volatility in raw material pricing and agrees that BBAC may increase the contract price set forth herein to account for the increased cost charged by BBAC's suppliers for the raw materials. The contract price includes sales and use tax as applicable. Taxes can be waived only upon BBAC's receipt of a properly executed tax exemption certificate.

**THE WORK:** BBAC will furnish all necessary labor, materials, and equipment to complete the work specified herein (the "Work"). Customer shall notify BBAC in advance when the site will be ready for the Work to be performed and shall provide BBAC with free and unobstructed access so that the Work can be commenced promptly and completed without delay. Customer shall pay for the towing of vehicles impeding the Work and all other charges incurred by BBAC due to Customer delay. Customer shall pay BBAC its reasonable charges incurred due to delays caused by Customer. All surfaces to which material is to be applied shall be in a condition similar to the condition at the time the project was bid. BBAC provides no assurance as to a completion date since the Work is subject to weather conditions, prior commitments, mechanical failures and other causes beyond BBAC's control. Customer shall be represented by one person with authority to accept the work and authorize changes to the Work. Customer shall provide BBAC with reasonable access to a water supply source. Customer grants BBAC permission to utilize photos and video of the Work and the project site in the promotion of BBAC's business services.

**WARRANTY:** The Work is warranted against defects in workmanship and materials for a period of one (1) year from the date of installation. BBAC makes no warranty regarding drainage where the slope provided or allowable is less than two percent (2%). BBAC's warranty does not extend to or cover settlement or cracking of asphalt or pavement due to expansive soils or improperly compacted utility trenches, or for failures caused by the inadequate compaction of the subgrade. BBAC shall not be liable for damage to underground utilities which were improperly installed or backfilled.

**AMERICANS WITH DISABILITIES ACT:** Customer is solely responsible for maintaining the subject property in full compliance with the ADA and agrees to indemnify and hold BBAC harmless from and against any and all liability, claims, damages or expense, including attorneys' fees, relating in any way to ADA requirements or issues. BBAC recommends that Customer obtain the services of a certified ADA consultant for site evaluations and recommendations as required by Federal and State law. If directed by the Customer to obtain compliance, BBAC may make recommendations for such work and additional charges may apply.

**SOILS:** BBAC shall have no liability to Customer or any third party relating to underlying soil conditions. BBAC will not sacrifice the quality or integrity by placing asphalt pavement on base course or subgrade that is unstable or subgrade containing frost, including top lifts or overlays when temperatures do not meet CDOT specifications. BBAC's warranty shall be waived and of no effect should Customer direct or authorize BBAC to pave on unstable subgrade or subgrade containing frost and Customer shall be responsible for any and all resulting damage or required repairs. If Customer requests that the top lift of asphalt be placed at a later date, the cost for all cleanup is the Customer's responsibility. If BBAC provides subcontracted construction stakes and/or subcontracted engineering services, the Customer agrees to indemnify and defend BBAC from and against any and all claims, demands, damages, costs or expenses, including attorneys' fees, resulting from or related to these services, including drainage of water as to direction and amount, both during and after performance of the Work. If a soil sterilizer or herbicide is applied by BBAC, it is applied at the request of the Customer in an effort to retard weed growth and BBAC makes no representation or guarantee that its use will have the intended effect. Customer shall indemnify, hold harmless, and defend BBAC from and against any and all damages, claims, cost or expenses, including attorneys' fees and costs, resulting from these services. Customer is advised to retain an independently licensed soils engineer for a study of the existing soils in order to recommend a specific pavement design. BBAC may modify this proposal and the contract price to include such recommendations.

**DISPUTE RESOLUTION:** This Contract shall be governed by the laws of the State where the Work was performed. Customer shall notify BBAC within 7 days of Customer's objection to any portion of the Work and shall pay BBAC all amounts that are not in dispute. Any dispute relating to this Contract or to the Work performed by BBAC shall be resolved solely by a court of competent jurisdiction in the County where the Work was performed. The parties expressly agree that this Contract was jointly drafted and shall be construed neither against nor in favor of either party. The prevailing party in any litigation relating to this Contract shall be entitled to an award of its reasonable costs and attorneys' fees.

**BBAC CONTRACTORS LICENSES:** Westminster – 1700082, Greenwood Village - OL-20-04179, Broomfield - OL-21-06989, Castle Pines – 21CCP-GrnV-0343, Commerce City - 2001, Glendale - 900741, Northglenn - 21-ROW-018, Parker - 8311, Lakewood - 14820, Federal Heights - 11-0020, Brighton - CL-03518, Golden - 3641, Boulder -LIC-0008984-ROW, Thornton – EXC201900735, Denver - 241072, Arvada – AEC28, MC-B, MC-S4, Centennial – CL-03706, CL-03708, Sheridan - 180096, Aurora - 1881028 00, Louisville – LSVL-000466-2016, Colorado Springs - 712347, Wheat Ridge - #00044, Englewood 20692, Lafayette - GCA4196956, Castle Rock – 11-0069

Initials PM









































































