

LONE TREE BUSINESS IMPROVEMENT DISTRICT BOARD AGENDA

Board of Directors Meeting
Thursday, January 25th, 2024, at 10am
Microsoft Teams Meeting
[Click here to join the meeting](#)
Meeting ID: 265 833 823 454
Passcode: ReJr6P

Board of Directors: Pat McGaughran, Darryl Shoemake, Brigette Muckerman, Robert Morrison,
Donna Reed

AGENDA

1. Call to Order/Declaration of Quorum
2. Announcements
3. Director Conflict of Interest Disclosures
4. Approval of Agenda
5. Public Comment – Members of the public may express their views to the Board on matters that affect the District. Comments will be limited to three (3) minutes per person.
6. Consent Agenda – The items listed below are a group of items to be acted on with a single motion and vote by the Board. An item may be removed from the consent agenda to the regular agenda by any Board member.
 - a. Approval of Meeting Minutes from 11.18.2023
 - b. Financials for December 2023
 - c. Approval of 2024 Landscape Maintenance and Snow Removal Contract with The Garden Fairy, LLC.
7. Admin/Management
 - a. Reoccurring Meeting Date and Time Discussion
 - b. Update from City Staff on BID Admin/Management Status
8. Finance
 - a. Finance Policy Discussion
9. Capital Projects
 - a. Asphalt Project Discussion
10. Director Updates/Comments
11. Adjournment

LONE TREE BUSINESS IMPROVEMENT DISTRICT BOARD MINUTES

Board of Directors Meeting
Tuesday, November 28th, 2023, at 1pm
Microsoft Teams Meeting
[Click here to join the meeting](#)
Meeting ID: 298 715 731 181
Passcode: j8MN7o

Board of Directors: Chair Pat McGaughran, Darryl Shoemake, Brigette Muckerman, Robert Morrison, Donna Reed

MINUTES

1. Call to Order/Declaration of Quorum

In attendance:

Directors: Pat McGaughran, Darryl Shoemake, Donna Reed

City Staff: Jeff Holwell, Matt Gordon, Ulli Nierling

Absent:

Directors: Brigette Muckerman, Robert Morrison

Chair McGaughran called the meeting called to order at 1:41pm.

2. Announcements

a. Introduction of New Board Member – Donna Reed of Reed's Tavern

City staff member Matt Gordon introduced new Board member, Donna Reed, to the Lone Tree BID Board.

3. Director Conflict of Interest Disclosures

None.

4. Approval of Agenda

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

5. Public Comment – Members of the public may express their views to the Board on

matters that affect the District. Comments will be limited to three (3) minutes per person. No members of the public present.

6. Consent Agenda – The items listed below are a group of items to be acted on with a single motion and vote by the Board. An item may be removed from the consent agenda to the regular agenda by any Board member.

No items on the consent agenda for review and approval.

7. Finances

- a. Review and Approval of Lone Tree BID 2024 Operating Plan and Proposed Budget

Director Shoemake moved to approve the Lone Tree BID 2024 Operating Plan and Budget. Seconded by Chair McGaughran. Motion approved unanimously.

8. Legal

- a. Review and Approval of an Intergovernmental Agreement between the Lone Tree BID and the City of Lone Tree

Director Reed asked questions regarding the future RFP process and services provided by the City of Lone Tree. City Staff provided answers to these questions.

Chair McGaughran moved to approve the IGA between the Lone Tree BID and the City of Lone Tree. Seconded by Director Shoemake. Motion approved unanimously.

9. Director Updates/Comments

Director Reed expressed interest in generating traffic for business and addressing safety concerns like lighting. Additionally, Director Reed wanted to clarify the focus of the BID and suggested an emphasis of supporting businesses with events like music, art walks, and 5ks. Holwell shared that city budgeted \$15k for a community event potentially at the entertainment district.

Chair McGaughran mentioned that signage had been recommended as a potential project.

10. Adjournment

Chair McGaughran adjourned the meeting at 2:01pm.

APPROVED THIS 25TH DAY OF JANUARY 2024

LONE TREE BUSINESS IMPROVEMENT DISTRICT

By: _____

Pat McGaughran, Chair

ATTEST:

Darryl Shoemake, Secretary

Lone Tree Business Improvement District

Balance Sheet

As of December 31, 2023

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
1-101 TCF Checking Account	454,215.54
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
Total Bank Accounts	\$454,215.54
Other Current Assets	
1-115 Pooled Cash- General Fund	-275,850.42
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
Total Other Current Assets	\$301,106.06
Total Current Assets	\$755,321.60
TOTAL ASSETS	\$755,321.60
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
1-201 Accounts Payable	18,647.04
Total Accounts Payable	\$18,647.04
Other Current Liabilities	
1-211 Deferred Property Taxes	296,922.00
Total Other Current Liabilities	\$296,922.00
Total Current Liabilities	\$315,569.04
Total Liabilities	\$315,569.04
Equity	
1-301 Fund Balance - General Fund	126,703.64
4-301 Fund Balance- Capital Fund	217,750.94
Net Income	95,297.98
Total Equity	\$439,752.56
TOTAL LIABILITIES AND EQUITY	\$755,321.60

Lone Tree Business Improvement District

Statement of Activity

December 2023

	TOTAL
Income	
1-402 Specific Ownership	3,643.93
1-403 Interest Income	119.18
Total Income	\$3,763.11
Expenses	
1-501 Accounting	870.70
1-505 Legal	109.17
1-507 Office Supplies / Misc Other	57.94
1-560 Landscaping	
1-561 Base Contract	4,733.00
1-566 Holiday Lighting	13,500.00
Total 1-560 Landscaping	18,233.00
1-570 Snow Plow Services	
1-571 Truck & Skid Loader Plowing	6,720.00
1-572 ATV & Hand Shoveling	5,590.00
1-573 Ice Melt	3,232.50
Total 1-570 Snow Plow Services	15,542.50
Total Expenses	\$34,813.31
NET OPERATING INCOME	\$ -31,050.20
Other Income	
4-900 Transfer From General Fund	58,000.00
Total Other Income	\$58,000.00
Other Expenses	
1-900 Transfer to Capital Fund	58,000.00
Total Other Expenses	\$58,000.00
NET OTHER INCOME	\$0.00
NET INCOME	\$ -31,050.20

Lone Tree Business Improvement District

Check Detail

December 2023

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR	AMOUNT
1-110	Bill.com Money Out Clearing					
12/15/2023	Bill Payment (Check)	Bill.com	The Garden Fairy, LLC	https://app01.us.bill.com/BillPay?id=blp01MCRBXLXOTbk76rq		-5,087.50 -5,087.50
12/15/2023	Bill Payment (Check)	Bill.com	The Garden Fairy, LLC	https://app01.us.bill.com/BillPay?id=blp01OLRIEBANAbk76ru		-4,195.00 -4,195.00
12/15/2023	Bill Payment (Check)	Bill.com	The Garden Fairy, LLC	https://app01.us.bill.com/BillPay?id=blp01EPDZNEEMObk76rr		-13,500.00 -13,500.00
12/15/2023	Bill Payment (Check)	Bill.com	The Garden Fairy, LLC	https://app01.us.bill.com/BillPay?id=blp01KLCGERDGUbK76rs		-3,742.50 -3,742.50
12/15/2023	Bill Payment (Check)	Bill.com	The Garden Fairy, LLC	https://app01.us.bill.com/BillPay?id=blp01YQDRUIYVVbk76rt		-4,733.00 -4,733.00



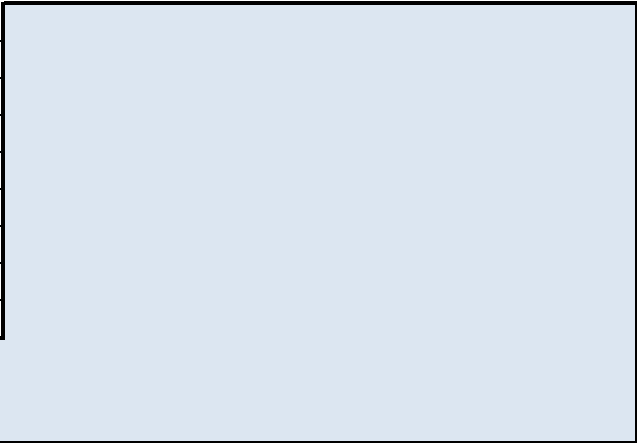
East Caley Drive Centennial, CO 80121
 phone: (720) 979-6948 Christi@tgflandscapes.com

2024 Landscape Maintenance Proposal

Date: **January 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 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, 2024 - December 31, 2024			Per Month	\$5,789.00

Additional Suggested Services

52.00	ea	Additional Porter Service per day per week throughout the year	\$150.00	\$7,800.00
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	\$15,000.00	\$15,000.00

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