

## LITTLETON VILLAGE METROPOLITAN DISTRICT NO. 2

405 Urban Street, Suite 310

Lakewood, CO 80228

Phone: 720-213-6621

<https://littletonvillagemd2.com/>

### **NOTICE OF REGULAR MEETING AND AGENDA**

**DATE:** Tuesday, April 16, 2024

**TIME:** 5:30 p.m.

**LOCATION:** Via Zoom

**ACCESS:** You can attend the meetings in any of the following ways:

1. To attend via Zoom videoconference, use the below link:

VIDEO:

<https://us02web.zoom.us/j/7636703470>

**MEETING ID: 763-670-3470**

2. To attend via telephone, dial **1-720-707-2699** and enter the following additional information: **MEETING ID: 763-670-3470**  
#

#### **Board of Directors**

#### **Office**

#### **Term Expires**

Jim Bowlby, Jr

President

May, 2027

Zach Tedeschi

Secretary

May, 2027

Jose Briones-Siria

Treasurer

May, 2025

Thomas Browning

Assistant Secretary

May, 2025

VACANT

May, 2027

#### I. ADMINISTRATIVE MATTERS

- A. Call to order and approval of agenda.
- B. Confirm quorum, location of meeting, posting of meeting notice.
- C. Present disclosures of potential conflicts of interest.
- D. Discuss status of Board vacancy.

#### II. CONSENT AGENDA

- A. Review and consider approval of minutes from the January 16, 2024 Regular Board Meeting and the March 26, 2024 Special Meeting (enclosure).

### III. FINANCIAL MATTERS

- A. Ratify and approve Interim Claims through March \_\_, 2024, cash sheet and property tax schedule (to be distributed).
- B. Review and consider acceptance of Financial Reports, dated \_\_\_\_\_, 2024 (to be distributed).

### IV. MANAGEMENT MATTERS

- A. Manager Report (enclosure).
  - 1. Follow up items from prior board meetings.
    - a. Grant funding for events
    - b. Letters to townhome owners
    - c. Dog Park gate latch repairs
    - d. Concrete Sidewalks and Driveway Plans on file with the City
    - e. City of Littleton (“the City”) street repairs planned for 2024 (email communication enclosed).
    - f. Discuss City communication channels for street and right of way repairs.
      - i. SeeClikFix.com
      - ii. Brent Soderlin, Public Works: [bsoderlin@littletongov.org](mailto:bsoderlin@littletongov.org)
      - iii. City Council Representative, Steve Barr: [sbarr@littletongov.org](mailto:sbarr@littletongov.org)
  - 2. Discuss contract with Republic Services and quality of services provided.
    - a. Community Dumpster Day, August 17, 2024
  - 3. Review Concrete Sidewalk and Alleyway Assessment Letter by Schedio Group (enclosure)
  - 4. Discuss pet cleanup responsibilities and areas of concern. Review pet scooping services quotes and consider engagement of contractor (enclosures).
  - 5. 2024 Events update
  - 6. Ratify approval of agreement with S-Star Electric, Ltd. for installation of outlets needed for events (to be distributed).
  - 7. Review and consider approval of Brightview Landscape Agreement with Addendum (enclosure).
- B. Report by BrightView Landscaping Services, Inc. (“BrightView”) (to be distributed).
  - 1. Review Cost Benefit Analysis for water conservation plan prepared by BrightView (to be distributed)
  - 2. Discuss tree inspection, condition of new plantings, and replacements for 2024
  - 3. Review and consider approval of the proposal for installation of short section of split rail fencing (to be distributed)
  - 4. Review and consider approval of the proposal for weed control treatment in turf areas (to be distributed).
  - 5. Review and consider approval of the proposal for Tree Health Care Services (to be distributed)
  - 6. Review and consider approval of the proposal for additional mulch in certain planted beds (enclosure)

V. LEGAL MATTERS

- A. Consider Resolution Adopting Technology Accessibility Statement (enclosures).
- B. Other

VI. OTHER BUSINESS

- A. Discuss AMLI progress with City of Littleton on new construction (Isabelle Lockwood).
- B. Discuss Dog Park Renovations Design by AMLI.
- C. Discuss status of commercial development:
  - 1. Rino 38<sup>th</sup> bar, grill, and music venue
  - 2. El Pollo Loco

VII. PUBLIC COMMENT

- A. Members of the public may express their views to the Board on matters that affect the District that are otherwise not on the agenda. Comments will be limited to three (3) minutes per person.

VIII. EXECUTIVE SESSION

- A. Executive session pursuant to Section 24-6-402(4)(b) and (e), C.R.S. for the purpose of receiving legal advice on specific legal questions regarding potential developer repayment obligations; and determining positions relative to matters that may be subject to negotiations; developing strategies for negotiations; and instructing negotiators regarding potential developer repayment obligations.

IX. ADJOURNMENT

The next Regular Meeting is scheduled for July 16, 2024.

# RECORD OF PROCEEDINGS

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MINUTES OF A SPECIAL MEETING OF  
THE BOARD OF DIRECTORS OF THE  
LITTLETON VILLAGE METROPOLITAN DISTRICT NO. 2  
HELD  
JANUARY 16, 2024

A special meeting of the Board of Directors (the “Board”) of the Littleton Village Metropolitan District No. 2 (the “District”) was convened on Tuesday, January 16, 2024, at 5:30 p.m. via Zoom. The meeting was open to the public.

## ATTENDANCE

### **Directors In Attendance:**

Jim Bowlby, Jr., President  
Zach Tedeschi, Secretary  
Jose Briones-Siria, Treasurer\*  
Thomas Browning, Assistant Secretary

### **Also In Attendance:**

AJ Beckman, Kate Innes and Darci Armstrong; Public Alliance  
Joan Fritsche, Esq.; Fritsche Law, LLC  
Mike Bakarich; Morain Bakarich, CPAs  
Mike Crespin and Leigh Dufresne; BrightView  
Lynn Christensen and Douglas Bissonette, Members of the Public

## ADMINISTRATIVE MATTERS

**Call to order and approval of agenda:** Mr. Beckman called the meeting to order at 5:30 p.m.

Following review, upon a motion made by Director Bowlby seconded by Director Briones-Siria and, upon vote, unanimously carried, the Board approved the agenda, as presented.

**Quorum, location of meeting and posting of meeting notices:** A quorum of the Board was present, and the meeting location (Zoom) and meeting notice posting were confirmed.

**Disclosures of potential conflicts of interest:** None.

## CONSENT AGENDA

**December 11, 2023 Special Board Meeting Minutes and the December 11, 2023 Annual Board Meeting Minutes:** Following discussion, upon a motion made by Director Browning, seconded by Director Tedeschi and, upon vote, unanimously carried, the Board approved the December 11, 2023 Special Board Meeting Minutes and the December 11, 2023 Annual Board Meeting Minutes, as presented.

## RECORD OF PROCEEDINGS

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### FINANCIAL MATTERS

**Accounts Payable Through January 15, 2024, Cash Sheet and Property Tax Schedule:** Mr. Bakarich presented the list of accounts payable. Following review and discussion, upon a motion duly made by Director Briones-Siria, seconded by Director Browning and, upon vote, unanimously carried, the Board ratified approval of the accounts payable dated January 15, 2024, in the amount of \$116,383.64.

**Financial Statements:** Mr. Bakarich reviewed the unaudited financial statements for the period ending December 31, 2023. Following review and discussion, upon a motion duly made by Director Tedeschi, seconded by Director Bowlby and, upon vote, unanimously carried, the Board approved the unaudited financial statements for the period ending December 31, 2023.

**2024 Final Budget:** Mr. Bakarich reviewed the final 2024 Budget with the Board. No action was taken.

### MANAGEMENT MATTERS

**Manager Report:** Mr. Beckman reviewed the Manager's Report with the Board (attached hereto and incorporated herein by this reference). Following his review of the report, Mr. Beckman introduced Darci Armstrong as the new Events Coordinator for Public Alliance. Ms. Armstrong reported that she will coordinate events for the District as directed by the Board, and will assist in the procurement of grant funding for the events. She noted that anticipated events include a Spring Fling and Egg Hunt. Director Bowlby expressed interest in coordinating food trucks periodically as well.

**Interviews for Landscaping and Snow Removal Services for 2024:** Director Tedeschi reported that due to his recently testing positive for the COVID 19 virus he will not be able to attend a meeting this week. Mr. Beckman noted that his office will work on rescheduling interviews with potential landscaping contractors to a later date.

**Follow up items from Prior Board Meetings:** There were no follow-up items other than those noted in the Manager's Report.

**Grant Funding Opportunities:** Mr. Beckman reported that the City of Littleton is offering grant funding for neighborhood events of up to \$500 per event. Public Alliance will apply for funding to offset the costs of all events planned for 2024.

**2024 Action Items:** Director Bowlby listed the following priorities for consideration:

- Playground improvements
- Infrastructure improvements
- Smart Irrigation Controllers
- Landscaping conversion

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12 New Trees  
Replacement of dead trees  
Stump Removal  
New Shrubs  
Railing Replacements

Mr. Bowlby reported to the Board that he is aware of a request by a resident to install landscaping improvements on District property in the Dry Creek Right of Way at the homeowner's expense. Ms. Fritsche explained that in order to maintain District property under a comprehensive plan and to avoid setting a precedent, she recommends that only the District improve or maintain public improvements, including landscaping on District property.

**Concrete Sidewalk and Alleyway Assessment from the Schedio Group:** Mr. Beckman reviewed the report by Schedio Group. He noted that the report is an incomplete draft. Additional information including estimated costs and repair priorities will be added to the final report. Director Browning inquired about the original design. Following discussion, the Board requested that Mr. Beckman reach out to the City to obtain a copy of the approved plat and design documents on file.

**BrightView Landscaping Report:** Mr. Crespin reviewed the landscaping report with the Board.

*Xeric landscaping Plan:* Ms. Dufresne reviewed a proposed landscaping plan with the Board. Ms. Dufresne explained that the plan is intended to reduce the amount of turf, reduce water consumption, and reduce landscaping maintenance expenses. Director Browning asked if a cost benefit analysis could be performed. BrightView will prepare the analysis and distribute to the Board for review.

**Liaison to the Design Review Committee:** The Board discussed the appointment of a Liaison to the Design Review Committee. Following review and discussion, upon a motion duly made by Director Bowlby, seconded by Director Tedeschi and, upon vote, unanimously carried, the Board approved the appointment of Director Browning as the Liaison to the Design Review Committee.

### **LEGAL MATTERS**

**Other:** Nothing new to report.

### **OTHER BUSINESS**

**AMLI Progress with the City of Littleton on New Construction:** Director Bowlby reported to the Board that AMLI is working with the City of Littleton on design approvals. They are currently waiting for information related to the capacity of the sanitary sewer system.

## RECORD OF PROCEEDINGS

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**Dog Park Renovations Design:** Director Bowlby reported that AMLI has received comments from the City on the proposed renovations and will respond to the comments accordingly.

**Commercial Development:**

*Rino 38<sup>th</sup> Bar, Grill and Music Venue:* Director Bowlby reported that the restaurant is still in the planning stage.

*Daddy's Chicken Shack:* Director Bowlby reported that the restaurant is now open.

*El Pollo Loco:* Director Bowlby reported that he believes the land is owned by the restaurant group, but the status of development is unknown.

*Costco Development:* Director Bowlby reported that a mixed-use development is planned to break ground on the west side of Broadway which will include several hundred residential units and a Costco.

**PUBLIC COMMENT**

Ms. Christensen asked if an e-Blast was sent notifying residents about the meeting. Director Bowlby confirmed that Public Alliance did in fact send notification prior to the meeting.

Ms. Christensen advised the Board and Consultants that the City's Community Development department is currently very understaffed, which may complicate grant funding logistics. She then asked if the Board is planning to pursue grants in 2024. Director Bowlby confirmed that the Board is planning to pursue funding for playground equipment and possibly other capital improvements as well as funding for community events.

Ms. Christensen asked if Director Bowlby would inquire with one of the councilmen about getting the stop sign installed at South Logan and East Fremont Place. Director Bowlby confirmed that he will make the inquiry.

**EXECUTIVE  
SESSION**

Pursuant to Section 24-6-402(4)(b) and (e), C.R.S, upon motion duly made by Director Bowlby, seconded by Director Browning and, upon an affirmative vote of at least two-thirds of the quorum present, the Board convened in executive session at 6:59 p.m. for the purpose of receiving legal advice on specific legal questions regarding potential developer repayment obligations; and determining positions relative to matters that may be subject to negotiations; developing strategies for negotiations; and instructing negotiators regarding potential developer repayment obligations, pursuant to §§ 24-6-402(4)(b) and (e), C.R.S. Furthermore, pursuant to Section 24-6-402(2)(d.5)(II)(B), C.R.S., no record or

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electronic recording will be kept of those portions of the executive session that, in the opinion of the Board's attorney, constitutes privileged attorney-client communication pursuant to Section 24-6-402(4)(b), C.R.S.

The Board reconvened in regular session at 7:48 p.m.

### **ADJOURNMENT**

There being no further business to come before the Board at this time, upon motion duly made by Director Briones-Siria, seconded by Director Bowlby and, upon vote, unanimously carried, the Board adjourned the meeting at 7:49 p.m.

The foregoing constitutes a true and correct copy of the minutes of the above-referenced meeting.

Respectfully submitted,

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Secretary for the Meeting



# RECORD OF PROCEEDINGS

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MINUTES OF A SPECIAL MEETING OF  
THE BOARD OF DIRECTORS OF THE  
LITTLETON VILLAGE METROPOLITAN DISTRICT NO. 2  
HELD  
MARCH 26, 2024

A special meeting of the Board of Directors (the “Board”) of the Littleton Village Metropolitan District No. 2 (the “District”) was convened on Tuesday, March 26, 2024, at 5:30 p.m. via Zoom. The meeting was open to the public.

## ATTENDANCE

### **Directors In Attendance:**

Jim Bowlby, Jr., President  
Zach Tedeschi, Secretary  
Jose Briones-Siria, Treasurer

Following review, upon a motion made by Director Bowlby seconded by Director Tedeschi and, upon vote, unanimously carried, the absence of Director Browning was excused.

### **Also In Attendance:**

AJ Beckman and Mark McGarey; Public Alliance  
Joan Fritsche, Esq.; Fritsche Law, LLC  
Mike Bakarich; Morain Bakarich, CPAs  
Lynn Christensen, Diana Kirk, Bette Klienney, Lee Reiergard, Mike Ceparano and Deb Keith, Members of the Public

## ADMINISTRATIVE MATTERS

**Call to order and approval of agenda:** Mr. Beckman called the meeting to order at 5:34 p.m.

Following review, upon a motion made by Director Bowlby seconded by Director Tedeschi and, upon vote, unanimously carried, the Board approved the agenda, as presented.

**Quorum, location of meeting and posting of meeting notices:** A quorum of the Board was present, and the meeting location (Zoom) and meeting notice posting were confirmed.

**Disclosures of potential conflicts of interest:** None.

## PUBLIC COMMENT

Mr. Reiergard commented on the need to coordinate snow removal with Brightview to ensure priority is to clear ingress/egress for all residents and to ensure efficient water runoff to avoid icy conditions. Mr. Reiergard also suggested the need to educate renters about the various activities and

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responsibilities of residents in the community. There was concern raised about landlords not making district messages available to their tenants.

Ms. Christiansen expressed her gratitude for the quarterly community events scheduled this year. She inquired about the status of communication being provided to townhome owners regarding their responsibility to maintain common elements as required in the covenants. Ms. Christiansen inquired as to the status of the city road repairs needed to address the significant cracks in portions of the roadway. Director Bowlby advised Ms. Christiansen that the District received two separate grants from the City of Littleton in the amount of \$500 each to fund events. Mr. Beckman reported that a letter was sent to all townhome owners advising them of their responsibility for maintenance of the common elements within each building.

### **EXECUTIVE SESSION**

Pursuant to Section 24-6-402(4)(b) and (e), C.R.S, upon motion duly made by Director Bowlby, seconded by Director Briones-Siria and, upon an affirmative vote of at least two-thirds of the quorum present, the Board convened in executive session at 5:33 p.m. for the purpose of receiving legal advice on specific legal questions regarding potential developer repayment obligations and contractual obligations by and between Littleton Village Metropolitan District Nos. 1-3 and WIP Littleton Village LLC; and determining positions relative to matters that may be subject to negotiations; developing strategies for negotiations; and instructing negotiators regarding outstanding reimbursement obligations. Furthermore, pursuant to Section 24-6-402(2)(d.5)(II)(B), C.R.S., no record or electronic recording will be kept of those portions of the executive session that, in the opinion of the District's general counsel, constitutes privileged attorney-client communication pursuant to Section 24-6-402(4)(b), C.R.S.

The Board reconvened in regular session at 7:29 p.m.

### **ADJOURNMENT**

There being no further business to come before the Board at this time, upon motion duly made by Director Briones-Siria, seconded by Director Tedeschi and, upon vote, unanimously carried, the Board adjourned the meeting at 7:31 p.m.

The foregoing constitutes a true and correct copy of the minutes of the above-referenced meeting.

Respectfully submitted,

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Secretary for the Meeting

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## DISTRICT MANAGER'S REPORT

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To: Board of Directors, Littleton Village Metropolitan District No. 2  
From: AJ Beckman, District Manager  
Date: April 16, 2024

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### **MANAGER UPDATES / FOLLOW UP ITEMS**

Grant Funding for Events: We have secured two separate \$500 grants from the City of Littleton ("the City") to help pay for community events in 2024.

Letter to Townhome Owners Regarding Common Ownership Responsibilities: A letter to townhome owners clarifying obligations of the District versus homeowners for insurance, repairs, and maintenance of common elements was sent on January 12, 2024.

Dog Park Gate Latch Repair: The gate latches at the dog park have been an ongoing maintenance challenge. Brightview repaired the gate latches on Wednesday, March 27 at a cost of \$184.15. We are hopeful that with the Dog Park redesign, this will no longer be an ongoing maintenance issue.

Concrete Sidewalks and Driveway Plans on file with the City: Public Alliance is checking with the City of Littleton to see if plans on file specify the concrete thickness in the driveway areas.

City of Littleton Street Repairs: Public Alliance and Director Bowlby have been in contact with the City repeatedly to request repairs to the large cracks in the interior roadways. We were recently advised that the City has a list of repairs scheduled for 2024. The streets within the District are included on their list, and the work is expected to be completed by August 1, 2024. Residents are encouraged to reach out to the City via one of the following communication channels:

1. SeeClickFix.com
2. Brent Soderlin, Public Works: [bsoderlin@littletongov.org](mailto:bsoderlin@littletongov.org)
3. Steve Barr, City Council: [sbarr@littletongov.org](mailto:sbarr@littletongov.org)

Republic Services: The March 15<sup>th</sup> trash and recycling pickup was cancelled due to a snow event. Republic Services was unable to provide service until March 21<sup>st</sup>. For this and other performance issues, this is included as a discussion item on the agenda for the Board.

Concrete and Alleyway Repair Proposal Update: Tim McCarthy with Schedio Group has provided a condition assessment report and proposed repairs along with cost estimates for concrete repairs to address trip hazards, minor and major cracking. Mr. McCarthy suggests walking the district with members of the Board to discuss various crack repair options. The report is enclosed in the meeting packet.

Pet Cleanup Issues: Last week, pet waste occurrences were flagged in various areas to illustrate the magnitude of the problem. The results are as follows:

South side of park near AMLI: 29  
East Dry Creek Pl or Dr? (western half): 18  
East Dry Creek Pl or Dr? (eastern half): 6  
West side of park: 16  
Hinsdale (eastern half): 50  
Hinsdale (west to Logan): 53  
Nort and east portion of park (Hinsdale to E Dry Creek): 44  
South Pennsylvania: 0  
Total = 216

Pet Cleanup Proposals: One-time cleanup bids were obtained from two vendors that responded:

Company	Price	Notes
Pet Scoop	\$800	This company offers a dog tagging service to track culprits.
The Poo Crew	\$60 per 5 gal. 20 buckets = \$1200	This is the dog station service provider.
Aww Crap	TBD	no repsonse yet

Social Committee / Community Events: A successful Spring Fling/Egg Hunt event took place at the park on Saturday, March 30th, drawing around 100 children and adults. Activities and attractions included: Egg Dash, ice sculptures, hot chocolate, music and pictures with the Easter Bunny.

Upcoming Events:

Solstice in the Park, June 22  
Fall Fest, October 12  
Santa in the Park, December 14

Electrical Outlet in Park: S Star Electric provided an estimate to add a total of 8 outlets to the park's stage area for a price of \$557.70. The agreement has been signed and we will proceed with the work as soon as possible. The additional outlets will enable activation of the stage area for future events and entertainment opportunities.

**COVENANT CONTROL:**

January:

- An inspection was conducted on January 16<sup>th</sup>.
- Seven violation letters were sent. These included Halloween decorations, sports equipment, broken windows and recycling bin being left out.

February:

- An inspection was conducted on February 23<sup>rd</sup> and February 28<sup>th</sup> (exterior lighting only).
- Seven violation letters were sent out for Holiday lighting violation.

March:

- An inspection was conducted on March 21<sup>st</sup>.
- Thirteen letters were sent. These are mostly for holiday lighting/decorations, sports equipment and trash cans being left out.

April:

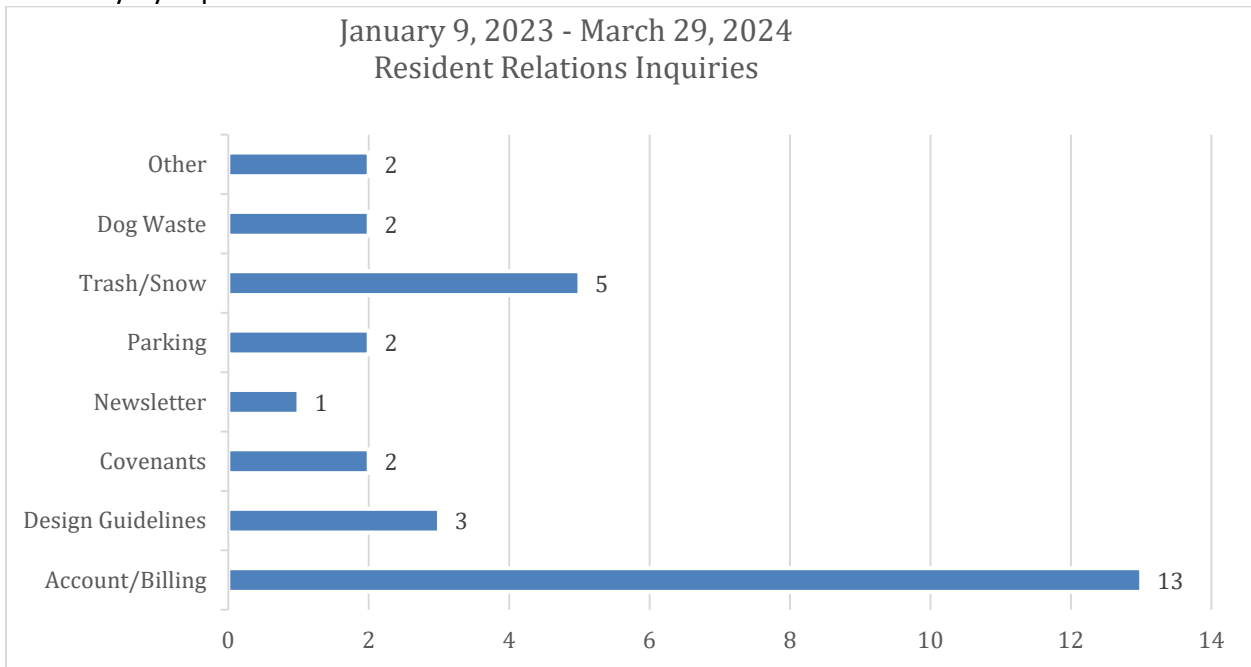
- An inspection is scheduled on April 11<sup>th</sup>.

2024 Summary – Summary

Open Violations: 24 (some from last year)	1 <sup>st</sup> Notice: 20
Created Violations: 19	2 <sup>nd</sup> Notice: 1
Resolved Violations: 5	3 <sup>rd</sup> Notice: 0

**RESIDENT RELATIONS**

There were 31 resident inquiries (calls or emails) between 1/9/2024 and 3/29/2024. Below is a summary by topic:



**COMMUNICATIONS / WEBSITE**

Ten eBlasts were sent during the period:

- 04/05/2024 – Special Board Meeting
- 04/02/2024 – SPRING FLING Event Recap

- 03/29/2024 – Street Maintenance Requests and SPRING FLING!
- 03/27/2024 – Reminder: First Annual SPRING FLING in the Park
- 03/26/2024 – District Board Meeting
- 03/25/2024 – Seasonal Decoration Guidelines
- 03/15/2024 – Trash Delay
- 03/06/2024 – First Annual SPRING FLING
- 02/02/2024 – Wind + Loose Trash = Messy Littleton Village
- 01/30/2024 – No Parking During Ice Clearing Operations, Dog Rules and Courtesy

**From:** [Brent Soderlin](#)  
**To:** [Jim Bowlby](#)  
**Cc:** [AJ Beckman](#); [Mike Gent](#); [Jim Becklenberg](#); [Stephen Barr](#)  
**Subject:** RE: Road Maintenance in Littleton Village  
**Date:** Thursday, April 4, 2024 11:58:45 AM  
**Attachments:** [image001.png](#)

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Jim,

To clarify the list will be completed by August 1<sup>st</sup>. We already have a list of large cracks to repair. I apologize for the confuse on the wording but we will be addressing doing the large crack repair this summer.

Thank you.

Brent Soderlin, P.E., CFM  
City of Littleton  
Interim Director of Public Works & Utilities  
[bsoderlin@littletongov.org](mailto:bsoderlin@littletongov.org)  
720-601-1272

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**From:** Jim Bowlby <jimfbowlby@gmail.com>  
**Sent:** Thursday, April 4, 2024 10:58 AM  
**To:** Brent Soderlin <bsoderlin@littletongov.org>  
**Cc:** aj@publicalliancellc.com; Mike Gent <mgent@littletongov.org>; Jim Becklenberg <jbecklenberg@littletongov.org>; Stephen Barr <sbarr@littletongov.org>  
**Subject:** Re: Road Maintenance in Littleton Village

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Brent:

Thanks for the response. I'm the president of Littleton Village Metro District 2 and we've had many complaints about this issue. We first notified the City last year around early spring and again in the summer, but got the "we've already spent our funding" response. If this is not addressed, the City will be replacing these stretches of road at considerably higher costs, so it's in the City's best interests too.

If I read this response correctly, you said the list will be prepared by August 1. That seems very late to me and if we are not on the list, makes it impossible to solicit the City's support to add us to your list.

Please keep us informed and make sure we are on the list. It's in everyone's best interests!  
Sent from my iPhone

On Apr 4, 2024, at 9:50 AM, Brent Soderlin <[bsoderlin@littletongov.org](mailto:bsoderlin@littletongov.org)> wrote:

Dear Mr. Bowlby,

Thank you for sharing your concerns about the large cracks in the asphalt you are experiencing in Littleton Village. Our Streets Webpage is out of day and we are working on getting it updated. Our Streets crews have a long list of large crack sealing that they will be addressing this summer. That list includes streets located within Littleton Village. Our plan is to have this list completed prior to August 1, 2024. If you have any other questions, please feel free to contact me.

Thank you,

Brent Soderlin, PE, CFM  
Interim Director of Public Works and Utilities  
Public Works  
2255 W. Berry Avenue  
Littleton , Colorado 80120  
303-795-3863 (department)  
720-601-1272 (cell)

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\* Sender and receiver should be mindful that all incoming and outgoing emails may be subject to the Colorado Open Records Act, S 24-72-200.1, et seq.

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**Date: March 1, 2024 (Revised April 8, 2024)**

**To: Board of Directors**  
Littleton Village MD2  
c/o Public Alliance  
405 Urban Street, Suite 310  
Lakewood, Colorado 80228

**From: Schedio Group LLC**  
Timothy McCarthy  
809 14<sup>th</sup> Street, Suite A  
Golden, Colorado 80401

**Subject: Concrete Sidewalk and Alleyway Assessment with Estimated Costs and Prioritization of Repairs**

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On December 1, 2023, Schedio Group visited Littleton Village MD2 (“District”) at the request of Public Alliance, the District Manager, to review the condition of concrete sidewalks and alleyways within the District’s service area. Schedio Group performed a follow up site visit February 26, 2024.

This letter is a follow up / continuation of a letter issued by Schedio Group on January 16, 2024, with subject *Littleton Village MD2 Concrete Sidewalk and Alleyway Assessment*. with revisions to the March 1, 2024, letter. This letter also contains revisions (additions) to the letter issued on March 1, 2024.

Schedio Group suggests the following actions should be taken to repair the damaged concrete:

- **Major Concrete Repair**
  - Removal and Replacement of severely cracked concrete will be necessary to correct the existing major concrete damage.

Schedio Group identified approximately 2,600 SF of concrete that should be considered for Removal and Replacement. The estimated cost to repair these areas is \$65,000.

- **Minor Concrete Repair**
  - Crack Preparation and Filling of all minor cracks throughout the District will be sufficient to correct the existing minor concrete damage.

Schedio Group identified approximately 400 LF of concrete that should be considered for Preparation and Filling. The estimated cost to repair these areas is \$6,000.

- **Raised Concrete Edges**
  - The south park entry steps and several other spots through the District were observed to have settled approximately 1”. This settling is a trip hazard to pedestrians. Schedio Group suggests milling the raised lip down at the park entrance and other raised concrete edges throughout the District to prevent pedestrian injury.

Schedio Group identified approximately 50 LF of concrete that should be considered for Grinding / Transition Leveling between these areas. The estimated cost to repair these areas is \$500.

Schedio Group recommends that the Raised Concrete Edges be given first priority when it comes to scheduling repairs as these defects present tripping/safety hazards.

Schedio Group recommends that Minor Concrete Repairs be given second priority when scheduling repairs as these repairs are relatively easy to perform with minimal disturbance to the pedestrian traffic in the area.

Schedio Group recommends that Major Concrete Repairs be given third priority when scheduling, as qualified contractors should bid these repairs to ensure the District receives the best value possible.

See *Figure 1 – Summary of Recommended Repairs with Associated Estimated Costs and Prioritization of Repairs* below:

Item	Remedy	Qty	Unit	Unit Cost	Total Cost	Priority
Minor Concrete Repair	Preparation and Filling	400	LF	\$ 15.00	\$ 6,000.00	2nd
Major Concrete Repair	Concrete Flatwork Remove & Replace	2,600	SF	\$ 25.00	\$ 65,000.00	3rd
Raised Concrete Edges	Grinding / Transition Leveling	50	LF	\$ 10.00	\$ 500.00	1st
<b>Total --&gt;</b>					<b>\$ 71,500.00</b>	

*Figure 1 - Summary of Recommended Repairs with Associated Estimated Costs and Prioritization of Repairs*

**Assumptions:**

Schedio Group will self-perform the work associated with Minor Concrete Repair and Raised Concrete Edges.

Schedio Group will assist the District in procuring a contractor to perform Major Concrete Repair.

As the Total Cost of the three line items in Figure 1 above is less than \$120,000, a Public Bid process will not be required.

**Recommendations:**

Schedio Group recommends that the District and Schedio Group move forward in the following way. Schedio Group will schedule a day to be on site and perform several crack repairs.

Major Crack Repairs will be performed by first preparing the cracks using hammers and hand chisels, concrete saws, brooms, compressed air, water, etc. as deemed necessary by Schedio Group. Once the Major Cracks are prepared, Schedio Group will fill a crack using Sikaflex Crack Flex or Abatron BestBond or Abatron Abocrete. Schedio Group will prepare and fill a minimum of three Major Cracks, using a different product for each crack. Once the minimum of three crack repairs are complete, Schedio Group will meet with a representative of the District to review the minimum of three crack repairs and to determine which crack repair method is preferable to the District.

Minor Crack Repairs will be performed by first preparing the cracks using hammers and hand chisels, concrete saws, brooms, compressed air, water, etc. as deemed necessary by Schedio Group. Once the Minor Cracks are prepared, Schedio Group will fill a crack using Sikaflex Crack Flex or Abatron BestBond. Schedio Group will prepare and fill a minimum of two Minor Cracks, using a different product for each crack. Once the minimum of two crack repairs are complete, Schedio Group will meet with a

representative of the District to review the minimum of two crack repairs and to determine which crack repair method is preferable to the District.

Please note that pricing in Figure 1 above assumes the use of Sikaflex Crack Flex. If after reviewing the work performed / crack repairs, the District elects to move forward using an Abatron or other product, or if the District elects to move forward with any Major Crack Repair, Schedio Group will revise the pricing in Figure 1 above.

Respectfully,  
**Schedio Group LLC**



Timothy A. McCarthy  
Managing Principal

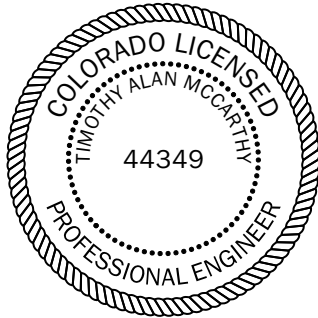
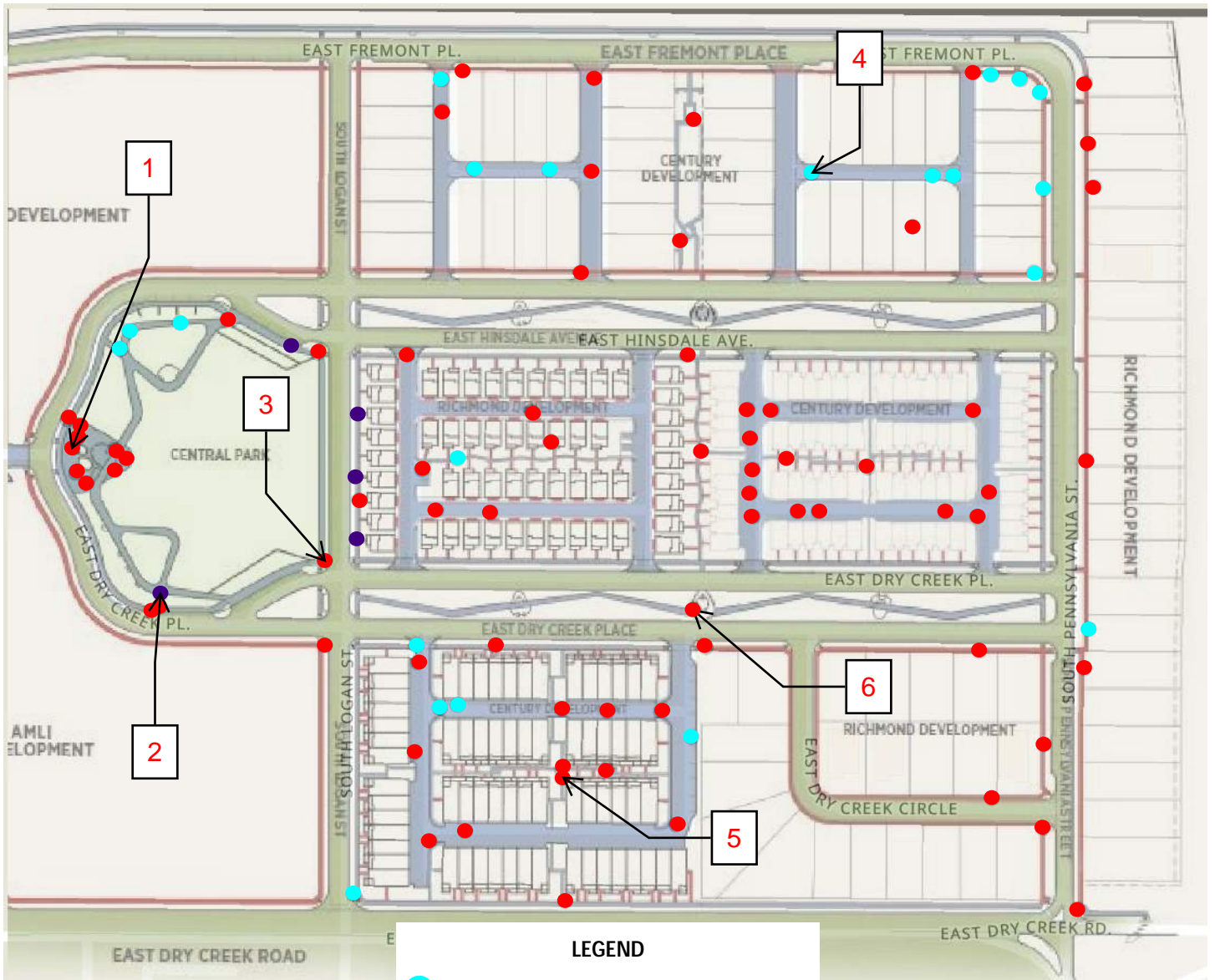


EXHIBIT A

LITTLETON VILLAGE CONCRETE DAMAGE MAP



- LEGEND**
- Major Concrete Repair (Requires R & R)
  - Minor Concrete Cracks (Crack Seal Only)
  - Raised Concrete Edge



1. Cracked concrete at the Park.



2. Raised concrete at Park Steps.



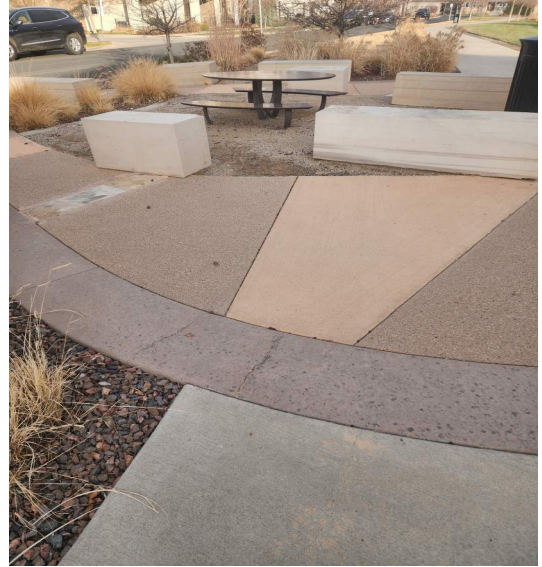
3. Cracked Concrete by ADA Ramp.



4. Cracked Alley



5. Cracked sidewalk



6. Cracked concrete at center sitting area at East Dry Creek PL.

**Littleton Village**  
**Dog Waste One-Time Pick Up Pricing**  
**Apr-24**

Company	Price	Notes
Pet Scoop	\$800	This company offers a dog tagging service to track culprits.
The Poo Crew	\$60 per 5 gal. 20 buckets = \$1200	This is the dog station service provider.
Aww Crap	TBD	no response yet

## LANDSCAPE SERVICES AGREEMENT

**Date:** October 2, 2023

**BrightView:** BrightView Landscape Services, Inc.

**Client:** Littleton Village Metro District #2

**Contract Start Date:** January 1, 2024

**Contract End Date:** December 31, 2024

**Service Fee\*:** \$83,820.00

\*Plus sales tax where applicable

THIS LANDSCAPE SERVICES AGREEMENT (this "Agreement") is entered into as of the Date above between BrightView and Client. If Client is not the record owner of each property where BrightView will deliver goods or perform services under this Agreement, then Client is executing this Agreement on its own behalf and as a duly authorized agent for the record owner(s) of each property.

NOW, THEREFORE, Client and BrightView mutually agree to the following terms and conditions:

### 1. Services.

- (a) For purposes of this Agreement: (i) the "Services" consist of the landscape maintenance, construction, irrigation, and/or other general landscape services described in the "Scope of Landscape Services" attached hereto, together with delivery or installation of any associated goods and materials, and (ii) the "Landscape Site(s)" consist of the exterior landscaped areas for each of the site(s) identified in the attached Scope of Landscape Services, where Services will be furnished by BrightView in accordance with the Scope of Landscape Services. More than one Scope of Landscape Services may be attached hereto, in the event of multiple Landscape Sites.
  - (b) During the Term (as defined in Section 2. Term), BrightView shall furnish the Services or arrange for the Services to be furnished in accordance with applicable professional horticulture standards and any local requirements or regulations in effect, using appropriately trained, uniformed, and supervised personnel, and properly maintained equipment.
  - (c) All tools, equipment, surplus materials, landscape waste materials and rubbish will be removed from each Landscape Site after Services are completed.
  - (d) Any regulated substances required to be applied as part of the Services shall be applied in accordance with applicable laws and regulations by properly licensed personnel and BrightView shall not be held liable for the use of such substances if properly applied in accordance with applicable laws and regulations. Other materials shall be applied in accordance with the manufacturer's directions.
2. **Term.** The "Term" of this Agreement shall begin on the Contract Start Date and conclude on the Contract End Date.
3. **Work Orders.** If Client requests services from BrightView that are not set forth on the Scope of Landscape Services or at a worksite for which there is

no attached Scope of Landscape Services, then BrightView may elect in its sole discretion to furnish such additional services and any related goods and materials pursuant to a written work authorization signed by Client (each signed written work authorization, a "Work Order"). For services, goods, or materials furnished pursuant to a Work Order, payment shall be due from Client to BrightView as specified by such Work Order or, if unspecified in such Work Order, then upon delivery of the services, goods, and materials identified in the Work Order (the "Work Order Charges").

4. **Insurance.** During the Term, BrightView will maintain general liability insurance, automobile liability insurance, and workers' compensation insurance covering its activities in connection with the Services and any Work Order. Such insurance shall be in commercially reasonable amounts. Evidence of such insurance will be provided to Client upon request.
5. **Cooperation.**
- (a) Client will cooperate with BrightView to facilitate the Services, and will permit or schedule adequate access to the Landscape Site(s) as required to perform the Services safely, efficiently, and within any specified timeframes. Client will notify BrightView in writing of any limitation on access to Landscape Site(s) as soon as possible, and in any event at least 48 hours to any scheduled delivery of services, goods, or materials.
  - (b) If required, Client will provide water with adequate spigots or hydrants or such other items as identified on the Scope of Landscape Services.
  - (c) Client shall provide written notice to BrightView of any proposed change in the ownership or management of the Landscape Site(s) at least 30 days prior to the effective date of any such change. A change in the ownership or management of the Landscape Site(s) shall not relieve Client of its obligations hereunder, including but not limited to the



payment of the Service Fee and any amounts due to BrightView with respect to any Work Order, unless Client shall have given proper notice of termination pursuant to this Agreement.

#### **6. Service Fee.**

- (a) For Services performed pursuant to this Agreement, Client shall pay BrightView the Recurring Service Fee set forth in the below Table A plus any Per Occurrence Service Fee set forth in the below Table B (the "Service Fee"), subject to adjustments as described below.
- (b) Overdue Service Fees or Work Order Charges shall be subject to an administrative charge equal to the lower of: (i) 1.5% per month (18% per year) and (ii) the highest rate permitted by law, in either case multiplied by the unpaid balance. In addition to this administrative charge, Client shall reimburse BrightView for all costs and expenses (including but not limited to attorneys' fees and court costs) which are reasonably incurred by BrightView in collecting an overdue Service Fee, Work Order Charges, and administrative charges.
- (c) If tax laws change increasing applicable sales taxes, BrightView may adjust the Service Fee to reflect such increase.
- (d) The parties hereby acknowledge that, notwithstanding the Service Fee, the monthly installment plan, and the types and frequency of services, goods, and materials furnished each month throughout the year may vary according to seasonal requirements and best horticultural practices. The monthly installment plan is for Client's convenience of payment only and billings do not necessarily reflect the actual cost or value of Services performed during any particular month or other billing period. If this Agreement is terminated for any reason on a date other than an Anniversary Date, then all sums paid by Client to BrightView for Services performed since the most recent Anniversary Date shall be subtracted from the time-and-materials value (as determined in good faith by BrightView) of Services performed since that date and, if the result is a positive number (a "Shortfall"), the Shortfall shall become due and payable and Client shall promptly pay such Shortfall to BrightView. A Shortfall is not liquidated or other damages arising from a termination of the Agreement but represents the portion of the charges for Services performed prior to but unpaid by Client as of the Termination Date. For the avoidance of doubt, in no event will a Shortfall invoiced to the Client exceed the total amount that would have been received by the Service Provider had the terminated Agreement continued uninterrupted until the end of its then current term.
- (e) Unless specified otherwise hereunder, every 12 months the Service Fee shall be increased by an amount calculated by multiplying the Service Fee for the immediately preceding 12 months by the greater of (i) 3% or (ii) the percentage increase in the Consumer Price Index between the most recently published CPI and the CPI published for the same month for the preceding calendar year. "Consumer Price Index" and "CPI" means the Consumer Price

Index for Urban Wage Earners and Clerical Workers (1982-84 = 100) released by the United States Department of Labor, Bureau of Labor Statistics, relating to Consumer Prices for All Items for All Cities.

- (f) Client must provide at least 10 days' prior written notice to BrightView, Attn.: Legal Department/Contracts, 980 Jolly Road, Suite 300, Blue Bell, PA 19422 if: (i) Service Fee required to be paid pursuant to this Section 6 are subject to a bona fide dispute and (ii) Client intends to pay, in full satisfaction of such disputed Service Fee, less than the amount invoiced by BrightView.

#### **7. Termination.**

- (a) Either BrightView or Client may terminate this Agreement without cause upon 60 day's prior written notice to the other party. If Client terminates this Agreement without cause prior to end of the then current term, Client will, within fifteen (15) days of the Termination Date, pay BrightView (i) all amounts owed to date for Services performed; (ii) reimbursement of any partner incentives such as, but not limited to, Enhancement Credits; discounts, rebates, etc. and (iii) to compensate BrightView for having to allocate employees and resources to the Landscapes Sites, an amount equal to what BrightView would have earned if the Agreement remained in effect through the end of the then current term (as calculated in accordance with Section 6(a)).
- (b) If either party materially breaches the terms of this Agreement and fails to cure such breach within 30 days after written notice from the non-breaching party specifying such breach, then the non-breaching party may elect to immediately terminate this Agreement by written notice to the breaching party. In addition to and without limiting the foregoing, if Client fails to timely pay any Service Fee, Work Order Charges, or administrative fees due under this Agreement, then BrightView may elect, in its sole discretion, to (i) delay, withhold, suspend or cancel Services without further notice to Client, and BrightView shall have no responsibility whatsoever for any consequences thereof, in respect of which the Client hereby indemnifies BrightView, and fees (as set out hereunder) shall continue to accrue and any extra expenses resulting from such withholding shall be for the Clients' responsibility and/or (ii) immediately terminate this Agreement upon written notice to Client.
- (c) Either BrightView or Client may immediately terminate this Agreement upon written notice to the other party if (i) the other party makes an assignment for the benefit of creditors, (ii) a petition of bankruptcy is filed by or against the other party or (iii) all or substantially all of the other party's property is levied upon or scheduled to be sold in a judicial proceeding.

#### **8. General Provisions.**

- (a) BrightView will at all times perform the Services and any Work Order in accordance with all applicable workplace safety requirements and standards promulgated by federal and local authorities. BrightView will not at any time provide safety

evaluation, inspection, or consulting services under this Agreement or any Work Order for the benefit of Client or any third party and, consequently, Client shall not rely on BrightView to provide such safety-related services at any time. Further, BrightView does not and will not at any time provide representations, warranties, or assurances as to the safety, including as it relates to BrightView's use of chemicals during Service, (or lack of safety) of any Landscape Site(s) or Work Order site with respect to periods before, during, or after Services are performed or Work Order services are performed and, consequently, Client shall not rely on BrightView to provide any such assurances at any time. If Client desires safety evaluation, inspection, or consulting services, or safety representations, warranties, or assurances, then BrightView and Client may execute and enter into a separate written agreement whereby BrightView will assist Client for an additional fee only in identifying (without recommending) third-party service providers that Client may then, in Client's sole discretion, elect to engage independently to obtain safety services and/or assurances.

- (b) During the Term of this Agreement and for a period of 12 months following this Agreement's termination, the Client shall not, without the written permission of BrightView or an affected affiliate, directly or indirectly (i) solicit, employ or retain, or have or cause any other person or entity to solicit, employ or retain, any person who is employed by BrightView and performing Services hereunder, or (ii) encourage any such person not to devote his or her full business time to the Client, or (iii) agree to hire or employ any such person. Recognizing that compensatory monetary damages resulting from a breach of this section would be difficult to prove, Client agrees that such breach will render it liable to BrightView for liquidated damages in the amount of \$10,000 for each such employee.
- (c) This Agreement shall be governed by the law of the state where the Services will be furnished. If the Services will be furnished in more than one state, then the law of the State of Colorado will govern this Agreement, except with regard to its conflicts of laws doctrines. Both parties expressly agree that any and all legal proceedings arising under this Agreement will be brought exclusively in the state and federal courts located where Services will be furnished.
- (d) Unless otherwise specifically set forth in the Scope of Landscape Services or a Work Order, BrightView is not providing design or landscape architecture services under this Agreement and it is the Client's sole responsibility to ensure that (i) the directions provided to BrightView for Services are in compliance with all applicable laws, ordinances, rules, regulations, and orders and (ii) the height and location of the hedges, foliage, and/or other plant matter on the Landscape Sites do not obstruct a person's line of sight of proximate roadways, private or public.
- (e) Neither party may assign this Agreement without the prior written consent of the other party; provided, however, that consent shall not be required to assign

this Agreement to any company which controls, is controlled by, or is under common control with BrightView or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization. This Agreement is binding on, and inures to the benefit of, the parties hereto (including the record owner of the Landscape Site(s) if other than Client) and their respective heirs, legal representatives, successors and assigns.

- (f) This Agreement, together with attached Scope of Landscaping Services, Work Order hereunder, and any other schedules and exhibits attached hereto, constitute the entire agreement of the parties with respect to the Services and Work Orders and supersedes all prior contracts or agreements with respect to the Services or Work Orders, whether oral or written.
- (g) Except as otherwise provided herein, this Agreement may be amended or modified from time to time only by a written instrument executed and agreed to by both Client and BrightView.
- (h) The waiver by Client or BrightView of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach by Client or BrightView of such provision or any other provision.
- (i) BrightView's total liability for any losses, damages, and expenses of any type whatsoever incurred by Client or any of its affiliates, guests, tenants, invitees, and lessees ("Losses"), which are caused by wrongful acts or omissions of BrightView in connection with, or related to, BrightView's performance of the Services, shall be limited solely to proven direct and actual damages in an aggregate amount not to exceed the amounts actually paid to BrightView hereunder. In no event will BrightView be liable for special, indirect, incidental or consequential damages, irrespective of the form or cause of action, in contract, tort or otherwise, whether or not the possibility of such damages has been disclosed to BrightView in advance or could have been reasonably foreseen by BrightView. Further, BrightView shall not be liable for any Losses resulting from the provision of Services or performance of any Work Order hereunder, if such Losses are due to causes or conditions beyond its reasonable control, including but not limited to Losses in any way related to or associated with state or local water regulations or mandates or BrightView's compliance or good faith efforts to comply with state or local water regulations or mandates.
- (j) BrightView's performance will be excused without penalty to the extent BrightView is unable to perform as a result of accidents, acts of God, extreme weather conditions, inability to secure labor and/or products, fire, earthquake and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one of the Parties, or other delays or failure of

performance beyond the commercially reasonable control of BrightView. For purposes of this Agreement, the parties agree specifically that water conservation regulations or guidelines are specifically included within the above referenced regulations or restrictions, and that BrightView shall not be liable for any failure to perform as a direct or indirect result of BrightView's compliance with or good faith efforts to comply with state or local water regulations or mandates.

(k) Unless otherwise expressly provided in a provision that cross-references this Section 8(k), in the event of any conflict or inconsistency between this Agreement, any SOW and/or any exhibit to this Agreement or any SOW, the order of precedence will be: the Agreement, an exhibit to the Agreement, an SOW and an exhibit to that SOW.

**Notices.** Except as otherwise specified in this Agreement, all notices and other communications under this Agreement must be in writing and sent by overnight courier service such as FedEx or sent by U.S. registered or certified mail, postage prepaid, return receipt requested, and shall be deemed received the next business day following timely deposit with an overnight courier, or three (3) days after timely deposit in the U.S. mail, with the communication addressed as follows:

**If to BrightView:**

Attn: \_\_\_\_\_  
Address: 2333 West Oxford Ave.  
Sheridan, CO 80110

With a copy to:

Attn: Office of the General Counsel  
980 Jolly Road, Suite 300  
Blue Bell, PA 19422

**If to Client:**

Attn: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

BrightView and Client agree to all of the terms and conditions set forth in this Agreement, including any schedules and exhibits attached hereto, as of the date first set forth above.

**By signing this Agreement in the space provided below, the undersigned Client signatory hereby represents and confirms that it has full power and authority to enter into this Agreement on its own behalf and on behalf of the record owner of each Landscape Site, and that this Agreement is a legally binding obligation of the undersigned and the record owner of each Landscape Site.**

**BRIGHTVIEW (as defined in the preamble)**

**CLIENT**

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

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

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

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

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

BrightView Landscapes, LLC and each of its subsidiaries ("BrightView") is committed to taking care of each other, our clients and communities. The BrightView Code of Conduct, which is located at [https://www.brightview.com/sites/default/files/bv\\_code\\_of\\_conduct.pdf](https://www.brightview.com/sites/default/files/bv_code_of_conduct.pdf) keeps us true to our values.

If you become aware of a violation of the BrightView Code, we encourage you to report it by:

- Filing a report at [www.brightviewconcerns.com](http://www.brightviewconcerns.com); or
  - Calling our 24-hour, 7-day per week compliance hotline at (800) 461-9330.
- Thank you for your confidence in partnering with BrightView.

This document is incorporated into the Landscape Services Agreement by this reference upon execution by Client and Service Provider. In the event multiple Statements of Work or Work Orders are attached to this Services Agreement as provided herein, each such Statement of Work or Work Order shall be mutually exclusive of each other.

Landscape Site Name:*	Littleton Village Metropolitan District #2	Landscape Site Location:	E.Dry Creek Road & S. Broadway Littleton, CO 80122
Client Business Name:	Littleton Village Metropolitan District #2	Client Contact Name:	AJ Beckman
Client Contact Telephone:	303-265-7910	Client Contact Email:	aj@publicalliancellc.com
Billing Business Name:	Public Alliance LLC	Billing Contact Name:	AJ Beckman
Billing Contact Telephone:	720-213-6621	Billing Contact Address:	405 Urban St., Suite 310 Lakewood, CO 80228
BrightView Contact Name:	Dennis Bedford	BrightView Contact Telephone:	303-356-3132

Note: If this Agreement applies to multiple sites, then check here and attach a list of the sites with this information and pricing.

**Table A: Recurring Service Fee:**

<b>Term 1 – 2024</b>	
<u>January 24</u>	\$6985.00
<u>February 24</u>	\$6985.00
<u>March 24</u>	\$6985.00
<u>April 24</u>	\$6985.00
<u>May 24</u>	\$6985.00
<u>June 24</u>	\$6985.00
<u>July 24</u>	\$6985.00
<u>August 24</u>	\$6985.00
<u>September 24</u>	\$6985.00
<u>October 24</u>	\$6985.00
<u>November 24</u>	\$6985.00
<u>December 24</u>	\$6985.00
<b><u>TOTAL -</u></b>	<b>\$83,820.00</b>

Client shall pay the Recurring Service Fee to BrightView through monthly payments. Excluding Pro-rated Recurring Service Fees which will be billed monthly in accordance with above, the Recurring Service Fee shall be payable in 12 equal monthly installments, beginning in the month of January 2022 (the "Monthly Installment Plan"). Monthly invoices will be dated the 1<sup>st</sup> of each month for which service is to be performed, and payments are due no later than the 15<sup>th</sup> calendar day of the month.

**Table B: Per Occurrence Service Fee Schedule as follows :**

Per Occurrence Service Fee Schedule should only be used to denote services that are not part of Table A: Recurring Service Fee.

Per Occurrence Service	# of Occurrences per a Term	Per Occurrence Service Fee*	Total Per Occurrence Service Fee*
Pre-Authorized Irrigation Repairs	As Needed	\$ 72 / hr + materials	NTE - \$700.00
<b>Emergency Service Calls</b>	<b>As Needed</b>	<b>\$ 144/hr + materials</b>	

Any Per Occurrence Service Fee shall be invoiced upon the completion of the Per Occurrence Service and Client shall pay the invoice within thirty (30) days of the invoice date.

---

**Scope of Landscape Services**

**Description of Services (attach diagrams if necessary):**

**“Service Specifications for Contract Landscape Management.”**

**I. Scope of Work:**

Contractor shall furnish all supervision, labor, material, equipment and transportation required to maintain the landscape throughout the contract period, as specified herein.

**II. Turf Care:**

*A. Mowing: Included Frequencies: 26*

Turf areas shall be mowed weekly from May through September, and as needed during other seasons. Frequencies of mowing shall vary in the Spring and Fall due to seasonal weather conditions and turf growth rates. During extended rainy or dry periods mowing will take place as conditions dictate. Mowing height will be based on what is horticulturally correct for the turf variety taking into account the season.

Clippings shall be mulched and not caught or removed from turf areas unless they are lying in swaths which may damage the lawn.

*B. String Trimming: Included Frequencies: 26*

Vertical obstacles will be trimmed around to assure a neat and attractive appearance at the time of each mowing.

*C. Edging: Included Frequencies : 14*

All turf areas adjacent to sidewalks shall be edged so that the entire property is completed every 2 weeks.

*D. Blowing: Included Frequencies: 26*

Sidewalk and curb areas adjacent to landscaped areas will be blown and kept clean with the use of power-operated blowers at the time of each mowing. This includes blowing any grass clippings generated by Contractor mowing operations, and any leaves or landscape debris from the curb lines of the clubhouse parking lot.

*E. Aeration: Included Frequencies: 1*

Core aeration will be performed with walk behind and/or a tow behind aerator. Aeration plugs shall be left and not caught or removed from the turf areas.

*F. Fertilization: Included Frequencies: 1 Season-Release Application*

Turf shall be fertilized as warranted with a commercial fertilizer to promote a healthy appearance.

*G. Broadleaf Weed Control: Included Frequencies: 1 Pre-emergent weed control Application and 2 Post-emergent Applications*

Turf shall be kept reasonably free of weeds by the use of chemical herbicide to promote a healthy appearance. If association is not satisfied with turf color, weed control or overall health, then contractor agrees to supply additional applications as needed.

### III. **Shrubs and Bed Areas**

#### A. *Shrub Pruning: 1*

Shrubs shall be pruned to maintain the natural form of the plant and to maintain growth within space limitations, timing of pruning may vary from plant species. This excludes pruning necessitated by storm damage, disease, neglected overgrowth or winterkill. Industry standard pruning practices do not include hand pruning or shearing of plants into boxes, squares, balls, etc., unless required by the design.

Ornamental grasses will be cut one time per year, typically in late winter, to approximately ¼ of the existing height.

Perennial cut back will be dead-headed during the late summer / early fall, and will be trimmed as appropriate for each species once all flowering has stopped

#### B. *Weed Control: Included Frequencies: 26*

Beds, sidewalks and curb/gutter will be kept reasonably free of broadleaf or grassy weeds, preferably with post-emergent/contact herbicides, or with manual removal (hand-pulling).

### IV. **Tree Care:**

#### A. *Limbing: Included Frequencies: 1*

Maintenance pruning of all applicable trees to 8-10 feet in height will be accomplished according to industry accepted standards, and as is appropriate for each species in its particular stage of growth and development.

B. Volunteer suckers and shooters on trees will be removed to maintain a clean appearance.

C. Trees in turf areas will be neatly “ringed” at the base of the tree (approximately 3’ in diameter) to prevent damage from mowing equipment

### V. **Native Areas:**

#### A. *Native Turf / Median Mowing: Included Frequencies: 2*

Designated and established native areas will be cut at the most appropriate times of the season (typically June and September or as mutually agreed upon by the Client and BrightView). Areas accessible by a mower and perimeter areas that require string trimming will be addressed. Any steeply sloped areas which represent a danger to Contractor’s employees, or drainage areas covered by water are not included as part of the scope of work.

#### B. *Broadleaf Spot Spray Native Areas: Included Frequencies: 2*

Native areas shall receive 2 spot treatments of weed control per season.

### VI. **Irrigation System:**

#### A. *Activation: Included Frequencies: 1*

Seasonal activation of the irrigation system will be performed in the spring as weather conditions dictate. Contractor will be responsible for determining when to activate the system. At the time of activation, all necessary repairs will be performed to bring the system up to operating condition. Repairs will be performed and billed on a time and material or not to exceed basis at the expense of the Owner/Client.

#### B. *Monitoring: Included Frequencies: 14 (from activation through winterization as weather conditions dictate)*

Monitoring of the system will occur throughout the growing season. Programming may be periodically adjusted according to weather conditions, seasonal changes, and the needs of the landscape. In the event any malfunctions are found, repair will be performed and billed on a time and material or not to exceed basis at the expense of the Owner/Client. Damages caused by BrightView Landscape Services, Inc.. during the normal course of operations will be repaired by BrightView Landscape Services, Inc.. in a prompt manner at no expense to the Owner/Client.

#### C. *Deactivation / Winterization: Included Frequencies: 1*

Seasonal deactivation and winterization of the irrigation system will be performed in the fall of each year, typically in October or November, depending upon weather conditions. The irrigation system will be drained of water and will have forced air injected into the lateral and pressure lines.

Exterior backflow wrapping or draining is not included but may be performed and billed at time + materials per device if weather warrants. Backflow wrapping or draining prevents freeze damage when the system is pressurized.

*D. Emergency Service Calls:*

Emergency service calls will be made upon request of the Owner/Client. Emergencies are rare and are usually related to main line breaks or faulty valves that may cause flooding. Emergencies are defined as after-hours calls between the hours of 5:00pm and 7:00am Monday-Friday, all day Saturday and Sunday, and recognized holidays. Emergency services will be performed upon request and billed on a time and material or not to exceed basis at the expense of the Owner/Client.

*E. Irrigation Repairs:*

Any repairs required to ensure irrigation system is fully operational and effective, will be performed as needed, at a cost of \$72 / hr + any needed materials. Contractor is pre-approved to perform repairs Not to Exceed \$700 during any single occurrence. Repairs above \$700 will need to be authorized by client.

Any repairs resulting from Contractor operations, will be repaired at Contractor's expense and at no charge to the Client

**VII. Landscape Debris & Trash Cleanup:**

*A. Growing Season: Included Frequencies: 26*

On a weekly basis, all landscape areas shall be inspected each day and excess landscape debris and trash removed. This shall include the changing of neighborhood trash receptacles as they become full. Debris clean-up does not include the cleanup of pet waste or pet waste stations, parking lots, or parking structures, nor does it include clean-up of debris and trash caused by vandalism, dumping, improperly contained dumpsters, or acts of God. These items will be billed on a time and materials basis upon approval of Owner/Client.

*B. Dormant Season: Included Frequencies: 26*

On a weekly basis, all landscape areas shall be inspected each day and excess landscape debris and trash removed. This shall include the changing of neighborhood trash receptacles as they become full. Debris clean-up does not include the cleanup of pet waste or pet stations, parking lots, or parking structures, nor does it include cleanup of debris and trash caused by vandalism, dumping, improperly contained dumpsters, or acts of God. These items will be billed on a time and materials basis upon approval of Owner/Client.

**VIII. Spring Cleanup: Included Frequencies: 1**

Debris shall be picked up and disposed of from maintained turf and rock/mulch bed areas. Debris shall be managed using all means available including blowing, raking, vacuuming, and mowing/mulching to maintain a neat appearance. Weather conditions may shorten or lengthen the process of debris removal. Debris cleanup does not include the cleanup of pet waste or pet waste stations, trash cans, parking lots, or parking structures, nor does it include clean-up of debris and trash caused by vandalism, dumping, improperly contained dumpsters, or acts of God.

**IX. Fall Cleanup: Included Frequencies: 1**

Typically in November/December, fallen leaves shall be picked up and disposed of from maintained turf and rock/mulch bed areas. Leaves shall be managed using all means available including blowing, raking, vacuuming, and mowing/mulching to maintain a neat appearance. Weather conditions may shorten or lengthen the process of leaf removal. Leaves that have not fallen from trees or shrubs during contract term are not within the scope of the contract.. Upon request, a price will be provided for additional services.

## ADDENDUM TO LANDSCAPE SERVICES AGREEMENT

THIS ADDENDUM (“Addendum”) modifies the LANDSCAPE SERVICES AGREEMENT (“Agreement”) dated October 2, 2023 by and between Littleton Village Metropolitan District No. 2, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), and BrightView Landscape Services, Inc., a Colorado corporation (the “Contractor”).

In consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor and District hereby modify the Agreement as follows:

1. Terms of Addendum Controlling. The parties expressly intend and agree that this Addendum is hereby incorporated into the Agreement and the terms herein shall modify and control the terms in the Agreement. Any inconsistency between the terms of this Addendum and the terms of the Agreement shall be resolved in favor of the terms contained in this Addendum.

2. Insurance. The Contractor represents, warrants, and agrees that it has and shall maintain state minimum Workers’ Compensation insurance coverage for its employees, if any. The Contractor shall also maintain broad form general liability, property damage, and automotive liability insurance in the minimum amount of \$1,000,000 for bodily injury, death, or damage to property of any person and \$2,000,000 in the aggregate. All insurance policies (except Workers’ Compensation) shall include the District as an additional insured. At the request of the District, the Contractor shall provide the District with documentation evidencing such coverages.

3. Independent Contractor. The services to be performed by Contractor are those of an independent contractor and not of an employee or partner of the District. Contractor is obligated to pay federal and state income tax on any moneys earned pursuant to this Agreement. Neither Contractor nor its employees, if any, are entitled to Workers’ Compensation benefits from the District for the performance of the services specified in this Agreement.

4. Limitation on District Indemnity. Any obligation of the District to indemnify, defend, or hold harmless Contractor is deleted. Notwithstanding any provision in the Agreement, the District does not waive and shall retain all of the immunities, protections, rights, procedures, and limitations provided to the District under the Colorado Governmental Immunity Act, § 24-10-101 *et seq.*, C.R.S.

5. Limitation on Damages. Under no circumstances shall the District be liable to Contractor for special, punitive, indirect or consequential damages suffered by Contractor arising out of or in connection with this Agreement, including without limitation lost profits, loss of use, or loss of opportunity.

6. Notices. All notices which are required or which may be given under this Agreement shall be effective when hand delivered, sent via nationally recognized overnight courier, or 3 days after mailing via first class mail, postage prepaid and sent to the address first set forth in the Agreement.



7. Taxes. The District is a governmental entity and is therefore exempt from state and local sales and use tax. The District will not pay for or reimburse any sales or use tax that may not directly be imposed against the District. The Contractor shall use the District's sales tax exemption for the purchase of any and all products and equipment on behalf of the District.

8. Annual Appropriation. Pursuant to Article X, Section 20 of the Colorado Constitution and Section 29-1-110, C.R.S., the District's obligations hereunder are subject to the annual appropriation of funds necessary for the performance thereof, which appropriations will be made in the sole discretion of the District's Board of Directors.

9. Jurisdiction, Law; Venue. The laws of the State of Colorado shall govern the construction, interpretation, execution and enforcement of this Agreement. Jurisdiction and venue for any dispute between the Parties arising out of or relating to this Agreement shall be in the State of Colorado District Court for the county in which the District is located.

10. No Third Party Beneficiaries. The Parties to this Agreement do not intend to benefit any person not a party to this Agreement. No person or entity, other than the Parties to this Agreement, shall have any right, legal or equitable, to enforce any provision of this Agreement

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to be effective as of the date first set forth above.

**BrightView Landscape Services, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Littleton Village Metropolitan District No. 2**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



21" Mower  35" Mower  48-62" Mower  Native  Rock Bed  Mulch Bed 

## Proposal for Extra Work at Littleton Village

Property Name	Littleton Village	Contact	AJ Beckman
Property Address	c/o Clifton Larson Allen LLP 8390 E Crescent Parkway Ste 500 Greenwood Village, CO 80111	To	Littleton Village Metropolitan Dist No 2
		Billing Address	c/o Morain Bakarich CPAs 2801 Youngfield St Ste 370 Golden, CO 80401

Project Name            Mulch  
Project Description    Install mulch in designated beds and turn all other mulch.

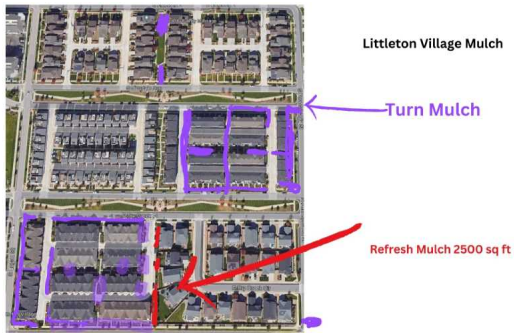
### Scope of Work

Refresh Mulch (2500 Sq Ft) turn mulch in all other areas.

QTY	UoM/Size	Material/Description
<b>Refresh Mulch</b>		
1.00	LUMP SUM	Delivery
16.00	CUBIC YARD	Washington Cedar - CUBIC YARD Mulch Installed
<b>Turn Mulch</b>		
1.00	LUMP SUM	Labor

### Images

#### LVM-Mulch



For internal use only

SO#                    8383807  
JOB#                 400400296  
Service Line        130

**Total Price**                    \$4,825.82

**THIS IS NOT AN INVOICE**

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President  
2333 W Oxford Ave, Sheridan, CO 80110-4340 ph. (303) 761-9262 fax (303) 761-9023

## TERMS & CONDITIONS

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 or when applicable in tree management. The workforce 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 requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
4. **Taxes:** Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable.
5. **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, 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 not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.
7. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.
8. **Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
9. **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.
10. **Access to Jobsite:** Customer shall provide all utilities to perform the work. Customer 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 Customer makes the site available for performance of the work.
11. **Payment Terms:** Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project unless otherwise, agreed to in writing.
12. **Termination:** This Work Order may be terminated by the either party with or without cause, upon seven (7) workdays advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in demobilizing.
13. **Assignment:** The Customer and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Customer nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
14. **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. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer involved.

15. **Cancellation:** Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Customer will be liable for a minimum travel charge of \$150.00 and billed to Customer.

The following sections shall apply where Contractor provides Customer with tree care services:

16. **Tree & Stump Removal:** Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Customer. Defined backfill and landscape material may be specified. Customer shall be responsible for contacting the appropriate underground utility locator company to locate and mark underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Customer's expense.
17. **Waiver of Liability:** Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboricultural) standards will require a signed waiver of liability.

**Acceptance of this Contract**

By executing this document, Customer agrees to the formation of a binding contract and to the terms and conditions set forth herein. Customer represents that Contractor is authorized to perform the work stated on the face of this Contract. If payment has not been received by Contractor per payment terms hereunder, Contractor 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 Customer. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 15 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**

**Customer**

<b>District Manager</b>	
Signature	Title
<b>AJ Beckman</b>	<b>April 10, 2024</b>
Printed Name	Date

**BrightView Landscape Services, Inc. "Contractor"**

<b>Account Manager</b>	
Signature	Title
<b>Christopher Allen Dods</b>	<b>April 10, 2024</b>
Printed Name	Date

<b>Job #:</b>	<b>400400296</b>		
<b>SO #:</b>	<b>8383807</b>	<b>Proposed Price:</b>	<b>\$4,825.82</b>

Date: April 9, 2024

To: Board of Directors  
Littleton Village Metropolitan District No. 2

From: Joan M. Fritsche, Esq.

Subject: Colorado Digital Accessibility Rules

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## **OIT Accessibility Rules**

As the Board may be aware, the District must comply with Federal ADA Accessibility Rules. On February 27<sup>th</sup>, the state Office of Information Technology (OIT) released the final digital accessibility rules for Colorado. A copy of the final Rules is attached for your reference. The new accessibility rules apply to all information and communication technology (ICT).

Local governments are required to do the following by July 1, 2024:

- Websites and communications, including email “blasts” and newsletters, must be fully accessible. This includes documents attached to emails or posted on websites.
- Technology Accessibility Statement: Each public entity shall develop and publicly post in a conspicuous place a technology accessibility statement, which includes, at a minimum:
  - A commitment to a timely response to reports of inaccessible ICT or requests for a reasonable accommodation or modification.
  - A prominent notice informing individuals with disabilities on how to request reasonable accommodations or modifications or to report inaccessible ICT. The notice must provide more than one contact method, which could include an accessible form to submit feedback, an email address, or a tollfree phone number (with TTY).
- Reasonable accommodation or modifications of alternative access: If an individual with a disability cannot access or does not have equal access to a program, service, or activity through a public entity’s ICT, the public entity shall make reasonable accommodations or modifications for alternative access when the modifications are necessary to avoid discrimination on the basis of disability, unless the public entity can demonstrate that making such modifications would fundamentally alter the nature of the service, program, or activity, present an undue burden, or pose a direct threat to the health or safety of others.

## **Board Action**

A proposed Technology Accessibility Statement will be provided to the Board for review and approval at the April 16<sup>th</sup> Board meeting. With the Board’s direction, we will work with Public Alliance to ensure the Accessibility Statement is posted on the District’s website and complete any other updates that are necessary as a result of the final OIT Rules.

# OFFICE OF THE GOVERNOR

## Governor's Office of Information Technology

### RULES ESTABLISHING TECHNOLOGY ACCESSIBILITY STANDARDS

#### 8 CCR 1501-11

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#### 11.1 Authority

The Chief Information Officer in the Office of Information Technology is authorized by the provisions of section 24-37.5-106 (4), C.R.S. and section 24-85-103, C.R.S. to establish rules regarding accessibility standards for an individual with a disability for information technology systems employed by state agencies.

The rules are intended to be consistent with the requirements of the State Administrative Procedures Act, section 24-4-101 et seq., C.R.S. (the “APA”).

## 11.2 Scope and Purpose

- A. The purpose of these rules is to define the accessibility technical standards and compliance parameters for individuals with a disability for information technology systems. The reason for the rules is to improve the accessibility and usability of government information technology products and services in Colorado.
- B. The rules recognize that technology and accessibility standards are evolving and, given the diversity of needs of residents of our state, there is no standard that can guarantee universal access. Therefore, while making best efforts to make information technology accessible, these rules also acknowledge that reasonable accommodations or modifications are an important component of compliance.
- C. The rules apply to all information and communication technology (ICT) that is both public-facing and internal-facing, that is procured, developed, maintained, or used by public entities and state agencies.
  - 1. This information and communication technology (ICT) includes but is not limited to websites, applications, kiosks, digital signage, digital documents, video, audio, and third-party tools that are owned or controlled by the public entity.
  - 2. The rules apply to the components of hardware that transmit information to a user or have a user interface.
- D. Compliance with these rules does not necessarily ensure compliance with other laws, rules, and regulations.

## 11.3 Applicability

Section 24-34-802(1)(c), C.R.S. specifies that the accessibility standards for individuals with a disability as established by these rules apply to public

entities as defined in section 24-34-301(18), C.R.S. Public entities must fully comply with these standards established pursuant to section 24-85-103(2.5), C.R.S.

The rules apply to all information and communication technology (ICT) that is in active use on or after July 1, 2024 and any ICT that is newly created, developed, acquired, or purchased on or after July 1, 2024. For ICT not in active use, the rules apply when the ICT is altered or updated, or when an accessible version is requested by an individual with a disability.

These rules do not require a public entity to take any action that would fundamentally alter the nature of its programs, services, or activities, impose an undue burden, or pose a direct threat to the health or safety of others.

#### 11.4 Definitions

**Accessible or accessibility:** has the same meaning as defined in section 24-85-102(1.5), C.R.S., or as superseded by a future statute, which is perceivable, operable, and understandable digital content that reasonably enables an individual with a disability to access the same information, engage in the same interactions, and enjoy the same services offered to other individuals, with the same privacy, independence, and ease of use as exists for individuals without a disability.

**Accessibility standards for individuals with a disability:** as used in section 24-34-802(1)(c), C.R.S. means these rules, 8 CCR 1501-11 Rules Establishing Technology Accessibility Standards.

**Active use:** means regularly used by members of the public to apply for, gain access to, or participate in a public entity's services, programs, or activities. Active use also means currently used by employees to perform their job duties. ICT in active use includes the authorized, official version or versions, not



previous versions that may still be available, archives, working products, or drafts.

**Conforming alternate version:** has the same meaning as defined in the Web Content Accessibility Guidelines (WCAG), which is a version that:

- A. conforms at the designated level, and
- B. provides all of the same information and functionality in the same human language, and
- C. is as up to date as the non-conforming content, and
- D. for which at least one of the following is true:
  - 1. the conforming version can be reached from the non-conforming page via an accessibility-supported mechanism, or
  - 2. the non-conforming version can only be reached from the conforming version, or
  - 3. the non-conforming version can only be reached from a conforming page that also provides a mechanism to reach the conforming version

**Direct threat:** a significant risk to the health or safety of others that cannot be eliminated by a modification of policies, practices or procedures, or by the provision of auxiliary aids or services.

**Fundamental alteration:** something that would change the essential nature of the entity's programs or services.

**Hardware:** a tangible device, piece of equipment, or physical component of ICT, such as telephones, computers, multifunction copy machines, and keyboards.

**Information and communication technology (ICT):** Information technology and other equipment, systems, technologies, or processes, for which the principal function is the creation, manipulation, storage, display, receipt, or

transmission of electronic data and information, as well as any associated content. Examples of ICT include, but are not limited to: computers and peripheral equipment; information kiosks and transaction machines; telecommunications equipment; customer premises equipment; multifunction office machines; software; applications; web sites; videos; and, electronic documents. The term does not include any equipment that contains embedded information technology that is used as an integral part of the product, but the principal function of which is not the acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. However, if the embedded information technology has an externally available web or computer interface, that interface is considered ICT. For example, Heating, Ventilation, and Air Conditioning (HVAC) equipment such as thermostats or temperature control devices, and medical equipment where information technology is integral to its operation are not considered information technology.

**Public entity:** has the same meaning as defined in section 24-34-301(18), C.R.S., or as superseded by a future statute, which is (a) Any state or local government; or (b) Any department, agency, special district, or other instrumentality of a state or local government.

**Reasonable accommodation:** as it pertains to ICT, reasonable accommodation is a modification or adjustment to a program, service, activity, job, or the work environment that will enable an individual with a disability to participate in the program, service, activity, application process, or perform essential job functions.

**Reasonable modification:** as it pertains to ICT, reasonable modification is a modification in policies, practices, or procedures when the modifications are necessary to avoid discrimination on the basis of disability.

**Single digital product:** as used in section 24-34-802(2)(b), C.R.S. means ICT that share a common purpose, intended to support a single program or service, created by the same author, group, or organization, including:

- A. Electronic communications
- B. Digital documents like PDFs and graphics
- C. Mobile applications
- D. Desktop applications
- E. Websites
- F. Digital kiosks
- G. Input devices
- H. Digital video files
- I. Audio recordings

**Technical standards:** as used in these rules, technical standards refers to the standards for conformance in section 11.5 Technical Standards for Technology Accessibility.

**Undue burden:** an action that requires significant financial, technical, or administrative difficulty or expense.

**Web Content Accessibility Guidelines (WCAG):** a single shared standard for web content accessibility that meets the needs of individuals, organizations, and governments internationally, as published by the World Wide Web Consortium (W3C). (<https://www.w3.org/WAI/standards-guidelines/wcag>)

### 11.5 Technical Standards for Technology Accessibility

The technical standards for technology accessibility for ICT include the following to the extent that they would not require a public entity to take any action that would fundamentally alter the nature of its programs or services, impose an undue burden, or pose a direct threat to the health or safety of others:

- A. W3C WCAG 2.1 conformance levels A and AA

- B. Hardware that contains a user interface may also need to meet, as applicable, the technical standards contained in US Section 508 of the Rehabilitation Act of 1973 Chapter 4: Hardware

#### 11.6 Technology Accessibility Statement

- A. Each public entity shall develop and publicly post in a conspicuous place a technology accessibility statement.
- B. The technology accessibility statement shall include, at a minimum:
  - 1. A commitment to a timely response to reports of inaccessible ICT or requests for a reasonable accommodation or modification.
  - 2. A prominent notice informing individuals with disabilities on how to request reasonable accommodations or modifications or to report inaccessible ICT. The notice shall provide more than one contact method, which could include an accessible form to submit feedback, an email address, or a toll-free phone number (with TTY), to contact personnel knowledgeable about the accessibility of the ICT.

#### 11.7 Compliance

A public entity is in compliance with these rules for ICT that does not fully conform with the technical standards in the following cases:

- A. An individual with a disability is not substantially hindered, with reasonable accommodations or modifications if needed, from accessing or engaging effectively in the same or substantially equivalent services, programs, and activities that the public entity offers through its ICT to those without disabilities, with substantially equivalent ease of use.
- B. The public entity meets the requirements of the technology accessibility statement described in section 11.6, while also providing reasonable accommodations or modifications for ICT that does not fully conform with the technical standards, and the public entity can provide evidence

of making good faith progress on its plan to remove accessibility barriers across its inventory of ICT. A plan could include but is not limited to the following:

1. Annual status updates demonstrating progress on advancing technology accessibility.
  2. Prioritization of ICT considering how the ICT will impact the public entity and its users, including aspects such as legal requirements, user impact, usage metrics, and importance to the program, service, or activity.
  3. The steps the public entity is taking to remove accessibility barriers in their ICT.
  4. Timelines when inaccessible ICT will be addressed and the plan for providing reasonable accommodation and modification in the interim.
  5. Policies for regularly testing and remediating ICT.
- C. The public entity procures and provides reasonable accommodations or modifications if needed for the ICT that best meets the technical standards and also the public entity's business needs, which could include but are not limited to considerations such as audience needs, capacity, reliability, interoperability, organizational needs, privacy, and security.
- D. The public entity has created and provides a conforming alternate version according to the requirements of section 11.8.
- E. Making the ICT fully conform with the technical standards would constitute an undue burden, fundamental alteration, or pose a direct threat, or is otherwise exempted under section 11.10.

### 11.8 Conforming Alternate Versions

A public entity may use conforming alternate versions of ICT to comply with these rules only where it is not possible or practical to make the ICT directly accessible due to undue burden, safety, or legal limitations.

Examples of conforming alternate versions could include, for instance, a website that provides identical information to a geographic information system in a non-graphical format, or a web application that uses accessible controls as an alternative to one with inaccessible controls.

### 11.9 Equivalent Facilitation

Nothing in these rules prevents the use of designs, methods, or techniques as alternatives to those prescribed, provided that the alternative designs, methods, or techniques result in substantially equivalent or greater accessibility and usability of the ICT.

As an example, for instance, WCAG success criterion 3.3.4 requires that user submissions are automatically checked to prevent common errors in legal or financial transactions made through websites. If a public entity failed to do this (thus violating WCAG) but requires all users to separately verify important transactions in person and outside of its website prior to processing the transaction, it would meet this requirement through equivalent facilitation.

### 11.10 Undue Burden, Fundamental Alteration, or Direct Threat

- A. Where a public entity can demonstrate that an action, full conformance with the technical standards, or a reasonable accommodation or modification would result in a fundamental alteration in the nature of a service, program, or activity, undue burden, or a direct threat to the health or safety of others, conformance is required to the extent that it

does not result in a fundamental alteration, undue burden, or direct threat.

- B. In determining whether an action, conformance to the technical standards, or a reasonable accommodation or modification would impose an undue burden, the public entity shall consider all resources available to the program or component for which the ICT is being procured, developed, maintained, or used. Undue burden may be demonstrated when, depending on the type of financial, technical, or administrative barrier, at least one of the following applies:
1. The resources of the program, service, or activity are not readily available, or the use of such resources would fundamentally alter the nature of the program, service, or activity;
  2. Contractual, legal, regulatory, or technical constraints prevent the modification of the program, service, or activity; or
  3. When the necessary auxiliary aids or services are not feasibly available.
- C. In determining whether an action, conformance to the technical standards, or a reasonable accommodation or modification would pose a direct threat to the health or safety of others, a public entity must make an individualized assessment, based on reasonable judgment that relies on the best available objective evidence, to ascertain:
1. the nature, duration, and severity of the risk;
  2. the probability that the potential injury will actually occur; and
  3. whether reasonable modifications of policies, practices, or procedures or the provision of auxiliary aids or services will mitigate the risk.
- D. If an action would result in a fundamental alteration, undue burden, or a direct threat, a public entity shall take any other reasonable action, including providing reasonable accommodations or modifications that would not result in such an alteration, such burden, or such a direct

threat but would nevertheless ensure that individuals with disabilities receive the benefits or services provided by the public entity.

#### 11.11 Reasonable Accommodations or Modifications

- A. In general and in accordance with the [Americans with Disabilities Act \(ADA\) Titles I and II \(42 U.S.C. 12101 et seq.\)](#), if an individual with a disability, on the basis of disability, cannot access or does not have equal access to a program, service, or activity through a public entity's ICT, the public entity shall make reasonable accommodations or modifications for alternative access when the modifications are necessary to avoid discrimination on the basis of disability, unless the public entity can demonstrate that making such modifications would fundamentally alter the nature of the service, program, or activity, present an undue burden, or pose a direct threat to the health or safety of others.
- B. Each public entity shall post a prominent notice describing the methods to request reasonable accommodations or modifications for ICT.
- C. A public entity may not provide services or benefits to individuals with disabilities through programs that are separate or different, unless the separate programs are necessary to ensure that services are equally effective.
- D. A public entity cannot require an individual with a disability to pay to cover the cost of measures, such as providing auxiliary aids or barrier removal, that are required to provide that individual with nondiscriminatory treatment.



**LITTLETON VILLAGE METROPOLITAN DISTRICT NO. 2**

**RESOLUTION ADOPTING TECHNOLOGY ACCESSIBILITY STATEMENT  
RESOLUTION NO. 24-02**

WHEREAS, the Littleton Village Metropolitan District No. 2 (the “District”) is a quasi-municipal corporation and political subdivision of the State of Colorado located in the County of Arapahoe, Colorado; and

WHEREAS, as a governmental entity and political subdivision of the State of Colorado, the District is subject to and required by Section 24-34-802(c), C.R.S. to comply with the Rules Establishing Technology Accessibility Standards (the “Rules”) established by the state Office of Information Technology (“OIT”) on or before July 1, 2024; and

WHEREAS, the Rules apply to all information and communication technology (ICT) that is in active use on or after July 1, 2024 and any ICT that is newly created, developed, acquired or purchased; and

WHEREAS, the Rules require the adoption of a technology accessibility statement which includes the District’s commitment to a timely response to reports of inaccessible ICT or requests for reasonable accommodation or modification, and notice to individuals with disabilities on how to request reasonable accommodation or modification, or to report inaccessible ICT.

NOW THEREFORE, be it resolved by the Board of Directors of the Littleton Village Metropolitan District No. 2 that the “Technology Accessibility Statement” attached as Exhibit A to this Resolution, is approved.

ADOPTED AND ORDERED this 16<sup>th</sup> day of April, 2024.

LITTLETON VILLAGE METROPOLITAN  
DISTRICT NO. 2

---

Jim Bowlby, Jr., President

ATTEST:

---

Zach Tedeschi, Secretary

## **EXHIBIT A**

### **LITTLETON VILLAGE METROPOLITAN DISTRICT NO. 2 TECHNOLOGY ACCESSIBILITY STATEMENT**

The Littleton Village Metropolitan District No. 2 (“District”) is fully committed to providing accessible channels of communication to all members of the public. As part of this commitment, the District’s website is compatible with the Web Content Accessibility Guidelines (WCAG 2.1). All features of this website are coded to allow individuals with vision and other impairments to understand and use the website to the same degree as someone without disabilities.

**If you need any special assistance or accommodations, please contact us:**  
**[lvmd2@publicalliance.com](mailto:lvmd2@publicalliance.com) or (720) 213-6621**

#### **Compliance Procedures**

The District regularly scans its website to ensure ongoing compliance and makes changes to any inaccessible material.

#### **Report an Accessibility Issue**

The District is committed to your ability to access all content. If the format of any material on this website interferes with your ability to access information, please report the accessibility issue or submit a request for accommodation or modification via email: [lvmd2@publicalliance.com](mailto:lvmd2@publicalliance.com) or via the following [\[form\]](#). The District is committed to timely responding to all reports and requests within three business days.

#### **Linked Documents and Third Parties**

Please note that this site may link out to third-party websites, such as AmCoBi, that may not have accessible content. This site may also include documents provided by third parties. While the District cannot control the accessibility of content provided by third parties, the District is happy to assist any member of the public with reading and accessing content on the District’s site.