BRIGHTON CROSSINGS

OPERATIONS BOARD

NOTICE AND AGENDA OF REGULAR MEETING

Board of Directors	<u>Office</u>	<u>District</u>
Chris Bremner	President	District No. 5
Neil Simpson	Treasurer	District No. 6
Jeffrey Schum	Assistant Secretary	District No. 7
Matt Haley	Assistant Secretary	District No. 8
John Strider	Secretary	District No. 4

Date: April 23, 2024 (Tuesday)

Time: 6:00 P.M.

Place: ZOOM & Teleconference

Please click the link below to join the webinar:

https://us02web.zoom.us/j/86560099270?pwd=RU1aem13S05PaHEveVpVb3hGOFJsdz09

Webinar ID: 865 6009 9270; Passcode: 005552 Telephone: 1 669 444 9171; OR 1 719 359 4580 US

I. ADMINISTRATIVE ITEMS

- A. Call to Order.
- B. Declaration of Quorum/Director Disclosure of any Potential Conflicts of Interest.
- C. Approval of Agenda. (Pages 1-2)
- D. Public Comment. (Limited to 3-Minutes Per Person).
- E. Director Comment.

II. CONSENT AGENDA

- A. Approval of Minutes February 27, 2024, Regular Meeting. (Pages 3 6)
- B. Ratification of Payment of Claims. (Pages 7 25)
- C. Ratification of Contract Modifications. (Pages 26 38)

III. DISTRICT MANAGER ITEMS

- A. District Manager's Report. (Pages 39 49)
- B. Operations & Maintenance Report. (Pages 43 46)
- C. Consider RFP for Landscape Maintenance Contract for 2025.

IV. CAPITAL INFRASTRUCTURE ITEMS

- A. Capital Projects Update.
- B. Consider Temporary Operating and Funding Agreement for Filing 7 Phase 7. (Pages 50 56)

V. FINANCIAL ITEMS

A. Review Unaudited Financial Statements for the period ending March 31, 2023. (Pages 57 – 59)

VI. LEGAL ITEMS

- A. Public Entity Digital Accessibility Standards.
- B. Consideration of Proposal from Streamline to Provide Website and Accessibility Services. (Pages 60 70)
- VII. DIRECTOR ITEMS
- VIII. OTHER MATTERS
 - IX. ADJOURNMENT

The next Regular Meeting is scheduled for Tuesday, July 23, 2024

Professionally Managed by:
Pinnacle Consulting Group, Inc.
550 W. Eisenhower, Loveland, CO 80537
Phone: 970-617-2462 | FAX: 970-669-3612
District Email: BCOPSadmin@pcgi.com
District Website: www.brightoncrossings-connect.com

MINUTES OF THE REGULAR MEETING OF BRIGHTON CROSSINGS OPERATIONS BOARD

HELD February 27, 2024

The Regular Meeting of the Brighton Crossings Operations Board was held via Zoom and Teleconference on Tuesday, February 27, 2024, at 6:00 p.m.

ATTENDANCE Directors in Attendance:

Matt Haley Neil Simpson Jeffrey Schum Chris Bremner John Strider

Also in Attendance:

Matt Gray and Heather Hartung; White Bear Ankele Tanaka & Waldron, P.C.

Kenny Parrish, Andrew Kunkel, Tracie Kaminski, Stanely Holder, and Daryl Fields; Pinnacle Consulting Group, Inc. Christa Stonehocker; District No. 4 Board. Lyndsey Paavilainen; Brookfield Residental.

ADMINISTRATIVE ITEMS

<u>Call to Order</u>: The Regular Meeting of the Board of Directors of the Brighton Crossings Operations Board was called to order by Mr. Gray at 6:02 p.m.

Declaration of Quorum/Director Qualifications/Disclosure of Potential Conflicts of Interest: Mr. Gray noted that a quorum was present, with five out of five Directors in attendance. All Board Members confirmed their qualifications to serve on the Board. Mr. Gray advised the Board that pursuant to Colorado law, certain disclosures by Board Members might be required prior to taking official action at a meeting. Mr. Gray reported that disclosures for those Board Members who provided White Bear Ankele Tanaka & Waldron with notice of potential or existing conflicts of interest, if any, were filed with the Colorado Secretary of State's Office and the Board at least 72 hours prior to the meeting, in accordance with Colorado law, and those disclosures were acknowledged by the Board. Mr. Gray inquired into whether members of the Board had any additional disclosures of potential or existing conflicts of interest regarding any matters scheduled for discussion at the meeting. No additional disclosures were noted. The participation of the members present was necessary to obtain a quorum or to otherwise enable the Board to act.

1

Approval of Agenda: The Board considered the approval of the agenda. Following review and discussion, upon a motion duly made by Director Schum, seconded by Director Simpson, and upon vote, unanimously carried, it was

RESOLVED to approve the agenda, as presented.

Public Comment: There were no Public Comments received.

Director Comment: There were no Director Comments received.

Election of Officers: Mr. Gray discussed the Election of Officers with the Board. Following review and discussion, upon a motion duly made by Director Simpson, seconded by Director Strider, and upon vote, unanimously carried, it was

RESOLVED to elect the slate of officers as noted below:

Chris Bremner – President Neil Simpson – Treasurer Jeffrey Schum – Assistant Secretary Matt Haley – Assistant Secretary John Strider – Secretary

CONSENT AGENDA

Mr. Gray reviewed the items on the consent agenda with the Board. Mr. Gray advised the Board that any item may be removed from the consent agenda to the regular agenda upon the request of any Director. No items were requested to be removed from the consent agenda. Upon a motion duly made by Director Simpson, Seconded by Director Strider, the following items on the consent agenda were unanimously approved, ratified and adopted:

- A. Minutes November 30, 2023, Special Meeting and November 30, 2023, Annual Meeting.
- B. Payment of Claims.
- C. Contract Modifications.

ITEMS

<u>DISTRICT MANAGER</u> <u>District Manager's Report</u>: Mr. Parrish presented the District Manager's Report to the Board and answered questions.

> Operations and Maintenance Report: Mr. Fields presented the Operations and Maintenance Report to the Board and answered questions.

<u>CAPITAL</u> <u>INFRASTRUCTURE</u> ITEMS <u>Capital Projects Update</u>: Mr. Holder provided the Capital Projects Update to the Board and answered questions.

FINANCIAL ITEMS

<u>Financial Statements</u>: Ms. Kaminski reviewed the unaudited Financial Statements for the period ending December 31, 2023, with the Board and answered questions. Following review and discussion, upon a motion duly made by Director Simpson, seconded by Director Bremner, and upon vote, unanimously carried, it was

RESOLVED to accept the unaudited Financial Statements for the period ending December 31, 2023, as presented.

LEGAL ITEMS

Intergovernmental Agreement Regarding Reimbursement of Park Fees for the Construction of Venture Park: Mr. Gray presented the Intergovernmental Agreement Regarding Reimbursement of Park Fees for the Construction of Venture Park to the Board. Following review and discussion, upon a motion duly made by Director Schum, seconded by Director Strider, and upon vote, unanimously carried, it was

RESOLVED to conditionally approve the Intergovernmental Agreement regarding Reimbursement of Park Fees for the Construction of Venture Park subject to non-substantive changes made by the City of Brighton.

DIRECTOR MATTERS

Director Bremner discussed a district parcel with the Board which may be brought for discussion at the next regular meeting.

Director Strider recommended the Board initiate a formal RFP process for 2025 Operations and Maintenance Service Contractors.

OTHER MATTERS There were no Other Matters to come before the Board.

ADJOURNMENT

There being no further business to come before the Board, upon motion duly made by Director Bremner, seconded by Director Haley, and upon unanimous vote, the meeting was adjourned at 6:39 p.m.

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

Respectfully submitted,

Andrew Kunkel, Recording Secretary for the Meeting



	Num	Date Name	Account	Paid Amount
	Bill.com	02/26/2024 Special District Association	1072 ⋅ Bill.com Money Out Clearing	
	2024	01/31/2024	1-51120 · Office, Dues & Other	1,237.50
TOTAL			·	1,237.50
	Bill.com	02/27/2024 Altitude Community Law P.C.	1072 · Bill.com Money Out Clearing	
		•	, ,	
	905264	01/24/2024	1-51111 · Legal - Collections	12,157.00
TOTAL				12,157.00
	Bill.com	02/27/2024 Melody Homes, Inc (v)	1072 · Bill.com Money Out Clearing	
	Reimb Acct 2390904	01/31/2024	1-11515 · AR - Other	3,000.00
TOTAL	Neimb Addi 200004	0 1/0 1/2024	1-11010 AIX-Ollid	3,000.00
				0,000.00
	Bill.com	02/27/2024 Affordable Pest Control	1072 · Bill.com Money Out Clearing	
	43619	01/12/2024	1-52109 · Pest Control	225.00
TOTAL				225.00
	Bill.com	02/27/2024 Environmental Designs, Inc	1072 · Bill.com Money Out Clearing	
	CD50378056	01/15/2024	1-51301 · Development Coord	720.00
			1-52201 · Snow Removal	7,360.00
			1-52213 · Alley Snow Removal	1,920.00
			1-52761 · Snow Removal	800.00
			1-53304 · On Lot Svcs-Courtyards Mainten	1,920.00
TOTAL				12,720.00
	Bill.com	02/27/2024 Environmental Designs, Inc	1072 · Bill.com Money Out Clearing	
	ed177351	01/31/2024	1-51301 · Development Coord	4,382.47
TOTAL			7	4,382.47
	Bill.com	02/27/2024 YMCA of Metro Denver	1072 · Bill.com Money Out Clearing	
	BVC_02022024 A	12/31/2023	1-52755 · Pool Supplies/Chemicals	274.80
			1-52758 · Janitorial Services	1,914.60
			1-52753 · Building Maintenance	217.50
			1-52757 · Security Monitoring	546.69
			1-52752 · Programming & Events	450.00
			1-52736 · Janitorial Services	548.75
		▼	1-52733 · Building Maintenance	198.00
			1-52735 · Security Monitoring	126.00
TOTAL				4,276.34
	Bill.com	02/27/2024 Environmental Designs, Inc	1072 · Bill.com Money Out Clearing	
	176193	01/03/2024	1-51303 · Duplex Lawn Care-Landscape Mnt	4,445.08
TOTAL				4,445.08

	Num	Date	Name	Account	Paid Amount
	Bill.com	02/27/2024 Pinnacle	Consulting Group Inc	1072 · Bill.com Money Out Clearing	
	25714	01/31/2024		1-51043 · ARC Reviews	4,875.00
				1-51041 · Property Transfers	937.50
				1-51048 · Routine Communications	5,475.00
				1-51042 · Covenant Enforcement	1,350.00
				1-51041 · Property Transfers	1,650.00
TOTAL					14,287.50
	Bill.com	02/27/2024 Environn	nental Designs, Inc	1072 · Bill.com Money Out Clearing	
	176654	01/19/2024		1-52101 · Manicured Landscaping O&M	8,273.42
TOTAL					8,273.42
	Bill.com	02/27/2024 White, B	ear & Ankele P.C.	1072 · Bill.com Money Out Clearing	
	33005	01/31/2024		1-51110 · Legal	232.68
TOTAL					232.68
					202.00
	Bill.com	02/27/2024 YMCA of	Metro Denver	1072 · Bill.com Money Out Clearing	
	BVC_02022024 B	01/31/2024		1-52751 · Operation & Programming Mgmt	17,688.00
				1-52757 · Security Monitoring	126.00
				1-52758 · Janitorial Services	1,765.00
				1-52736 · Janitorial Services	698.35
				1-52733 · Building Maintenance	198.00
				1-52753 · Building Maintenance	1,377.00
TOTAL					21,852.35
	Bill.com	02/27/2024 Environn	nental Designs, Inc	1072 · Bill.com Money Out Clearing	
	176543	01/18/2024		1-53304 · On Lot Svcs-Courtyards Mainten	1,902.62
TOTAL		01/10/2024		1 00004 On Est over Goartyards Mainten	1,902.62
TOTAL					1,002.02
	Bill.com	02/27/2024 Environn	nental Designs, Inc	1072 · Bill.com Money Out Clearing	
	176653	01/19/2024		1-52101 · Manicured Landscaping O&M	27,988.96
TOTAL			·		27,988.96
	Bill.com	02/27/2024 Environn	nental Designs, Inc	1072 · Bill.com Money Out Clearing	
	176544	01/18/2024		1-52760 · Grounds Maintenance	1,883.50
TOTAL					1,883.50
	Bill.com	02/27/2024 Environn	nental Designs, Inc	1072 · Bill.com Money Out Clearing	
	ed177342	01/29/2024		1-52104 · Winter Watering	500.00
TOTAL					500.00
IOIAL					300.00

	Num	Date	Name	Account	Paid Amount
	Bill.com	02/27/2024 Pi	nnacle Consulting Group Inc	1072 · Bill.com Money Out Clearing	
	25713	01/31/2024		1-51040 · District Management 1-51045 · Facilities Managment 1-51000 · Finance & Accounting	13,658.28 12,774.95 10,849.96
TOTAL				1-51120 · Office, Dues & Other	412.23 37,695.42
	Bill.com	02/27/2024 UI	NCC	1072 · Bill.com Money Out Clearing	
TOTAL	224010162	01/31/2024		1-51400 · Utilities	353.46 353.46
	Bill.com	02/27/2024 Sc	outh Beebe Draw Metro District	1072 · Bill.com Money Out Clearing	
TOTAL	2023-4178	12/31/2023		1-51401 · Utilities - Venture Center	5,601.06 5,601.06
TOTAL	Bill.com	02/27/2024 Ve	eria Technologies Inc	1072 · Bill.com Money Out Clearing	5,601.06
	4173	01/31/2024		1-51120 · Office, Dues & Other	195.00
TOTAL					195.00
	Bill.com	02/27/2024 Pi	nnacle Consulting Group Inc	1072 · Bill.com Money Out Clearing	
	25715	01/31/2024		1-51301 · Development Coord	487.50
TOTAL					487.50
	Bill.com	02/27/2024 Cd	olorado Vista Landscape Design, Inc.	1072 · Bill.com Money Out Clearing	
	1492	01/31/2024		1-51043 · ARC Reviews	730.00
TOTAL					730.00
	Bill.com	02/27/2024 M	uttley's Maid, Inc	1072 · Bill.com Money Out Clearing	
	146721	01/15/2024		1-52113 · Dog Park/Pet Waste Cleanup	3,919.00
TOTAL			Y		3,919.00
	Bill.com	02/27/2024 Er	nvironmental Designs, Inc	1072 · Bill.com Money Out Clearing	
	cd50372322	01/26/2024		1-52201 · Snow Removal	1,920.00
TOTAL					1,920.00
	Bill.com	02/27/2024 Af	ffordable Pest Control	1072 · Bill.com Money Out Clearing	
	43620	01/12/2024		1-52109 · Pest Control	150.00
TOTAL					150.00
	Bill.com	03/27/2024 G	odden Sudik Architects Inc	1072 · Bill.com Money Out Clearing	
_	24-2195	02/20/2024		1-51043 · ARC Reviews	480.00
TOTAL					480.00

	Num	Date Name	Account	Paid Amount
	Bill.com	03/27/2024 Affordable Pest Control	1072 · Bill.com Money Out Clearing	
TOTAL	44165	02/09/2024	1-52109 · Pest Control	225.00 225.00
	Bill.com	03/27/2024 UNCC	1072 · Bill.com Money Out Clearing	
TOTAL	224020167	02/29/2024	1-51400 · Utilities	488.91 488.91
	Bill.com	03/27/2024 Environmental Designs, I	nc 1072 · Bill.com Money Out Clearing	
TOTAL	CD50385655	02/29/2024	1-52761 · Snow Removal	640.00 640.00
	Bill.com	03/27/2024 Environmental Designs, I	nc 1072 · Bill.com Money Out Clearing	
TOTAL	ED177352	02/05/2024	1-51306 · Filing 7 PH4-6 Landscaping	4,382.47 4,382.47
	Bill.com	03/27/2024 ElectriTech Inc	1072 · Bill.com Money Out Clearing	
TOTAL	ET4559	12/31/2023	1-52733 · Building Maintenance	268.00 268.00
	Bill.com	03/27/2024 Environmental Designs, I	nc 1072 · Bill.com Money Out Clearing	
TOTAL	ED177218	02/01/2024	1-52760 · Grounds Maintenance	1,883.50 1,883.50
	Bill.com	03/27/2024 William Chevarria (v)	1072 · Bill.com Money Out Clearing	
TOTAL	Refund 2065819	02/29/2024	1-11515 · AR - Other	318.80 318.80
	Bill.com	03/27/2024 White, Bear & Ankele P.C.	. 1072 · Bill.com Money Out Clearing	
TOTAL	33515	02/29/2024	1-51110 · Legal	2,454.88 2,454.88
	Bill.com	03/27/2024 Environmental Designs, I	nc 1072 · Bill.com Money Out Clearing	
TOTAL	CD50378604	02/13/2024	1-52761 · Snow Removal	480.00 480.00
	Bill.com	03/27/2024 Altitude Community Law	P.C. 1072 · Bill.com Money Out Clearing	
TOTAL	907079	02/22/2024	1-51111 · Legal - Collections	16,534.00 16,534.00

Brighton Crossings Operations Board Check Detail February 21 through April 15, 2024

	Num	Date	Name	Account	Paid Amount
	Bill.com	03/27/2024	Environmental Designs, Inc	1072 · Bill.com Money Out Clearing	
	ED177219	02/01/2024		1-52101 · Manicured Landscaping O&M	27,988.96
TOTAL					27,988.96
	Bill.com	03/27/2024	Environmental Designs, Inc	1072 · Bill.com Money Out Clearing	
	CD50378152	02/08/2024		1-52761 · Snow Removal	2,560.00
TOTAL					2,560.00
	Bill.com	03/27/2024	Pinnacle Consulting Group Inc	1072 · Bill.com Money Out Clearing	
	25856	02/29/2024		1-51043 · ARC Reviews	3,862.50
				1-51041 · Property Transfers	2,887.50
				1-51048 · Routine Communications	3,825.00
				1-51042 · Covenant Enforcement	1,050.00
TOT41				1-51041 · Property Transfers	1,537.50
TOTAL					13,162.50
	Bill.com	03/27/2024	Environmental Designs, Inc	1072 · Bill.com Money Out Clearing	
	ED177217	02/01/2024		1-53304 · On Lot Svcs-Courtyards Mainten	1,902.62
TOTAL					1,902.62
	Bill.com	03/27/2024	Environmental Designs, Inc	1072 · Bill.com Money Out Clearing	
	CD50379481	02/20/2024		1-52761 · Snow Removal	1,120.00
TOTAL					1,120.00
	Bill.com	03/27/2024	Environmental Designs, Inc	1072 · Bill.com Money Out Clearing	
	ED177220	02/01/2024		1-52112 · Duplex Lawn Care	4,445.08
TOTAL					4,445.08
	Bill.com	03/27/2024	Pinnacle Consulting Group Inc	1072 · Bill.com Money Out Clearing	
	25857	02/29/2024		1-51301 · Development Coord	75.00
TOTAL					75.00
	Bill.com	03/27/2024	Pinnacle Consulting Group Inc	1072 · Bill.com Money Out Clearing	
	25855	02/29/2024		1-51040 · District Management	13,658.44
				1-51045 · Facilities Managment	12,775.10
				1-51000 · Finance & Accounting	10,850.08
				1-51120 · Office, Dues & Other	285.56
TOTAL					37,569.18
	Bill.com	03/27/2024	Affordable Pest Control	1072 · Bill.com Money Out Clearing	
	44166	02/09/2024		1-52109 · Pest Control	150.00
TOTAL					150.00
	Bill.com	03/27/2024	Environmental Designs, Inc	1072 · Bill.com Money Out Clearing	
	ED177276	02/01/2024		1-52101 · Manicured Landscaping O&M	8,273.42
TOTAL					8,273.42

	Num	Date Name	Account	Paid Amount
	Bill.com	03/27/2024 Veria Technologies Inc	1072 · Bill.com Money Out Clearing	
TOTAL	4183	02/29/2024	1-51120 · Office, Dues & Other	195.00 195.00
	Bill.com	03/27/2024 Environmental Designs, Inc	1072 · Bill.com Money Out Clearing	
TOTAL	ED178751	02/28/2024	1-52906 · Hardscape Repair & Upgrade	1,046.80
	Bill.com	03/27/2024 Muttley's Maid, Inc	1072 · Bill.com Money Out Clearing	
TOTAL	146816	02/15/2024	1-52113 · Dog Park/Pet Waste Cleanup	3,919.00 3,919.00
	Bill.com	03/27/2024 Colorado Vista Landscape Design, Inc.	1072 · Bill.com Money Out Clearing	
TOTAL	1498	02/29/2024	1-51043 · ARC Reviews	470.00 470.00
	Bill.com	04/09/2024 Sandpoint Properties, LLC (v)	1072 · Bill.com Money Out Clearing	
TOTAL	15199*	12/31/2021	1-11515 · AR - Other	25.00 25.00
	N/A	02/26/2024 City of Brighton	1-11000 · First Bank	
TOTAL	6000022527 01.24	01/31/2024	1-51400 · Utilities	249.91 249.91
	N/A	02/26/2024 City of Brighton	1-11000 · First Bank	
TOTAL	6000023092 01.24	01/31/2024	1-51400 · Utilities	31.66 31.66
	N/A	02/26/2024 City of Brighton – Fitness Center	1-11000 · First Bank	
TOTAL	6000021920 01.24	01/31/2024	1-51402 · Utilities - Fitness Center	420.61 420.61
	N/A	02/26/2024 City of Brighton	1-11000 · First Bank	
TOTAL	6000022225 01.24	01/31/2024	1-51400 · Utilities	148.40 148.40
	N/A	02/26/2024 City of Brighton	1-11000 · First Bank	
TOTAL	6000025794 01.24	01/31/2024	1-51400 · Utilities	31.66 31.66

	Num	Date	Name	Account	Paid Amount
	N/A	02/26/2024 City of Brighton		1-11000 · First Bank	
	6000026306 01.24	01/31/2024		1-51400 · Utilities	168.52
TOTAL					168.52
	N/A	02/26/2024 City of Brighton		1-11000 · First Bank	
	N/A	02/20/2024 Oity of Brighton		1-11000 Tilot Balik	
	37050911 01.24	01/31/2024		1-51400 · Utilities	131.38
TOTAL					131.38
	N/A	02/26/2024 City of Brighton		1-11000 · First Bank	
	6000025792 01.24	01/31/2024		1-51400 · Utilities	31.66
TOTAL					31.66
	N/A	02/26/2024 City of Brighton		1-11000 · First Bank	
	N/A	02/26/2024 City of Brighton		1-11000 · FIRST BANK	
	37001201 01.24	01/31/2024		1-51400 · Utilities	168.52
TOTAL					168.52
	N/A	02/26/2024 City of Brighton		1-11000 · First Bank	
	37203961 01.24	01/31/2024		1-51400 · Utilities	31.66
TOTAL	37203301 01.24	01/31/2024		1-01400 Ounides	31.66
	N/A	02/26/2024 City of Brighton		1-11000 · First Bank	
	6000023521 01.24	01/31/2024		1-51400 · Utilities	168.52
TOTAL					168.52
	N/A	02/26/2024 City of Brighton -	Venture Center	1-11000 · First Bank	
	07050004 04 04	04/04/0004		4 54404 Thillies - Manhama Oantan	440.00
TOTAL	37050901 01.24	01/31/2024		1-51401 · Utilities - Venture Center	142.28
	N/A	02/26/2024 City of Brighton		1-11000 · First Bank	
	6000023525 01.24	01/31/2024		1-51400 · Utilities	31.66
TOTAL					31.66
	N/A	02/26/2024 City of Brighton		1-11000 · First Bank	
	000005004.04.04	24/04/024		4 54400 HVVV	445.00
TOTAL	6000025861 01.24	01/31/2024		1-51400 · Utilities	115.32
	N/A	02/26/2024 City of Brighton		1-11000 · First Bank	
	6000022244 01.24	01/31/2024		1-51400 · Utilities	73.42
TOTAL					73.42

	Num	Date	Name	Account	Paid Amount
	N/A	02/26/2024 City of Brighton		1-11000 · First Bank	_
	6000023526 01.24	01/31/2024		1-51400 · Utilities	31.66
TOTAL					31.66
	N/A	02/26/2024 City of Brighton		1-11000 · First Bank	
	6000023524 01.24	01/31/2024		1-51400 · Utilities	31.66
TOTAL					31.66
	N/A	02/26/2024 City of Brighton		1-11000 · First Bank	
TOTAL	6000022227 01.24	01/31/2024		1-51400 · Utilities	73.42
TOTAL					73.42
	N/A	02/26/2024 City of Brighton		1-11000 · First Bank	
	6000023523 01.24	01/31/2024		1-51400 · Utilities	168.52
TOTAL		0.70.7202		TO THE CAMBRE	168.52
	N/A	02/26/2024 Xcel Energy		1-11000 · First Bank	
	862914953	01/29/2024		1-51402 · Utilities - Fitness Center	416.69
TOTAL				1-51401 · Utilities - Venture Center	374.73
TOTAL					791.42
	N/A	02/26/2024 City of Brighton		1-11000 · First Bank	
	6000021900 01.24	01/31/2024		1-51400 · Utilities	73.42
TOTAL					73.42
	N/A	02/26/2024 City of Brighton		1-11000 · First Bank	
	6000021805 01.24	01/31/2024		1-51400 · Utilities	73.42
TOTAL					73.42
	N/A	02/26/2024 City of Brighton		1-11000 · First Bank	
TOTAL	6000021912 01.24	01/31/2024		1-51400 · Utilities	212.32
	N/A	02/26/2024 City of Brighton		1-11000 · First Bank	
	6000025707 01.24	01/31/2024		1-51400 · Utilities	168.52
TOTAL					168.52
	N/A	02/26/2024 City of Brighton		1-11000 · First Bank	
	ING.	02.20.2024 Oily Of Brighton		1 11000 1 113t Dalik	
	6000023522 01.24	01/31/2024		1-51400 · Utilities	31.66
TOTAL					31.66

	Num	Date	Name	Account	Paid Amount
	N/A	02/26/2024 City of Brighton		1-11000 · First Bank	_
	6000022514 01.24	01/31/2024		1-51400 · Utilities	168.52
TOTAL					168.52
	N/A	02/26/2024 City of Brighton		1-11000 · First Bank	
		on brighten		1 11000 T II St Built	
TOTAL	6000021901 01.24	01/31/2024		1-51400 · Utilities	31.66
TOTAL					31.66
	N/A	02/26/2024 City of Brighton		1-11000 · First Bank	
	6000020655 01.24	01/31/2024		1-51400 · Utilities	31.66
TOTAL					31.66
	N/A	02/26/2024 City of Brighton		1-11000 · First Bank	
	N/A	02/20/2024 Oity of Brighton		1-11000 Tilat Balik	
TOT41	6000023091 01.24	01/31/2024		1-51400 · Utilities	31.66
TOTAL					31.66
	N/A	02/26/2024 City of Brighton		1-11000 · First Bank	
	6000025793 01.24	01/31/2024		1-51400 · Utilities	31.66
TOTAL					31.66
	N/A	02/26/2024 City of Brighton		1-11000 · First Bank	
	N/A	02/26/2024 City of Brighton		1-11000 - Filst Dalik	
	6000022226 01.24	01/31/2024		1-51400 · Utilities	73.42
TOTAL					73.42
	N/A	02/26/2024 City of Brighton		1-11000 · First Bank	
	6000029829 01.24	01/31/2024		1-51400 · Utilities	288.00
TOTAL	0000020020 01.24	01/01/2024		1 0 1400 Cunuos	288.00
				4.44000 Fi 4.D. I	
	N/A	02/26/2024 City of Brighton		1-11000 · First Bank	
	37203941 01.24	01/31/2024		1-51400 · Utilities	249.91
TOTAL					249.91
	N/A	02/27/2024 United Power		1-11000 · First Bank	
	20803401 01.24	01/31/2024		1-51400 · Utilities	26.28
TOTAL	20003401 01.24	01/31/2024		1-51400 Otilities	26.28
	N/A	02/27/2024 United Power		1-11000 · First Bank	
	19257801 01.24	01/31/2024		1-51400 · Utilities	22.35
TOTAL					22.35
	N/A	02/27/2024 United Power		1-11000 · First Bank	
TOTAL	19257701 01.24	01/31/2024		1-51400 · Utilities	22.35
·OIAL					22.00

	Num	Date	Name	Account	Paid Amount
	N/A	02/27/2024 United Power	1	I-11000 · First Bank	
TOTAL	19853701 01.24	01/31/2024	1	1-51400 · Utilities	22.35 22.35
	N/A	02/27/2024 United Power	1	I-11000 · First Bank	
TOTAL	19254901 01.24	01/31/2024	1	1-51400 · Utilities	22.36 22.36
	N/A	02/27/2024 United Power	1	I-11000 · First Bank	
TOTAL	19457801 01.24	01/31/2024	1	1-51400 · Utilities	44.92
	N/A	02/27/2024 United Power	1	I-11000 · First Bank	
TOTAL	19457701 01.24	01/31/2024	,	1-51400 · Utilities	46.64 46.64
	N/A	02/27/2024 United Power		I-11000 · First Bank	
TOTAL	19458001 01.24	01/31/2024		1-51400 · Utilities	48.01 48.01
	N/A	02/27/2024 United Power		I-11000 · First Bank	
TOTAL	8246803 01.24	01/31/2024		I-51400 · Utilities	33.62 33.62
	N/A	02/27/2024 United Power	1	1-11000 · First Bank	
TOTAL	9020102 01.24	01/31/2024		1-51400 · Utilities	22.98 22.98
	N/A	02/27/2024 United Power	1	1-11000 · First Bank	
TOTAL	19000301 01.24	01/31/2024	1	1-51400 · Utilities	38.09 38.09
	N/A	02/27/2024 United Power	1	1-11000 · First Bank	
TOTAL	22167100 01.24	01/31/2024	1	1-51400 · Utilities	22.56 22.56
	N/A	02/27/2024 United Power	1	I-11000 · First Bank	
TOTAL	18748701 01.24	01/31/2024	1	1-51400 · Utilities	24.01

Brighton Crossings Operations Board Check Detail February 21 through April 15, 2024

	Num	Date	Name	Acco	ount	Paid Amount
	N/A	02/27/2024 United Powe	er – Venture Center	1-11000 · First Bank		
	9277804 01.24	01/31/2024		1-51401 · Utilities - Vent	ure Center	1,320.92
TOTAL					•	1,320.92
	N/A	02/27/2024 United Powe	er	1-11000 · First Bank		
	00755004 04 04	04/04/0004		4 54400 1 1 1 1 1 1 1 1 1		00.05
TOTAL	20755901 01.24	01/31/2024		1-51400 · Utilities	•	22.35
	N/A	02/27/2024 United Powe	er	1-11000 · First Bank		
	19265201 01.24	01/31/2024		1-51400 · Utilities		28.63
TOTAL						28.63
	N/A	02/27/2024 United Powe	er	1-11000 · First Bank		
	19784501 01.24	01/31/2024		1-51400 · Utilities		44.29
TOTAL						44.29
	N/A	02/27/2024 United Powe	ər	1-11000 · First Bank		
	40004004 04 04	04/04/0004		4 54400 India	,	40.04
TOTAL	19804201 01.24	01/31/2024		1-51400 · Utilities	•	49.24
	N/A	02/27/2024 United Powe	er	1-11000 · First Bank		
	9701801 01.24	01/31/2024		1-51400 Utilities		41.26
TOTAL						41.26
	N/A	02/27/2024 United Powe	er	1-11000 · First Bank		
	9701901 01.24	01/31/2024		1-51400 · Utilities		22.35
TOTAL					•	22.35
	N/A	02/27/2024 United Powe	ər	1-11000 · First Bank		
	40.457004.04.04	04/04/0004		4 54400 1 1 1 1 1 1 1 1 1		00.04
TOTAL	19457901 01.24	01/31/2024	•	1-51400 · Utilities	•	28.91
	N/A	02/27/2024 United Powe	er	1-11000 · First Bank		
	19800901 01.24	01/31/2024		1-51400 · Utilities		45.05
TOTAL						45.05
	N/A	02/27/2024 United Powe	er	1-11000 · First Bank		
	18545501 01.24	01/31/2024		1-51400 · Utilities		22.36
TOTAL					•	22.36
	N/A	02/27/2024 United Powe	er	1-11000 · First Bank		
	40040404 04 01	04/04/0004		4.54400 1111111		,
TOTAL	19948401 01.24	01/31/2024		1-51400 · Utilities	•	45.04 45.04

	Num	Date	Name	Accoun	it	Paid Amount
	N/A	02/27/2024 United Power		1-11000 · First Bank		
	19948501 01.24	01/31/2024		1-51400 · Utilities	,	44.18
TOTAL						44.18
	N/A	02/27/2024 United Power		1-11000 · First Bank		
	8769502 01.24	01/31/2024		1-51400 · Utilities	,	41.96
TOTAL						41.96
	N/A	02/27/2024 United Power		1-11000 · First Bank		
	19000501 01.24	01/31/2024		1-51400 · Utilities		22.35
TOTAL						22.35
	N/A	02/27/2024 United Power		1-11000 · First Bank		
	19257601 01.24	01/31/2024		1-51400 · Utilities		22.63
TOTAL						22.63
	N/A	02/27/2024 United Power		1-11000 · First Bank	•	
	9311302 01.24	01/31/2024		1-51400 · Utilities		37.86
TOTAL						37.86
	N/A	02/27/2024 United Power		1-11000 · First Bank		
	21367900 01.24	01/31/2024		1-51400 · Utilities	,	33.67
TOTAL						33.67
	N/A	02/27/2024 United Power - Fit	ness Center	1-11000 · First Bank		
	19052501 01.24	01/31/2024		1-51402 · Utilities - Fitness	Center	696.98
TOTAL						696.98
	N/A	03/04/2024 Comcast - Fitness	Center	1-11000 · First Bank		
	0741403 02.24	02/20/2024		1-51402 · Utilities - Fitness	Center	557.03
TOTAL					·	557.03
	N/A	03/05/2024 Waste Connection	s – Master	1-11000 · First Bank		
	7576433V311	02/15/2024		1-53302 · Master Assoc-Tra	ash Removal	25,243.40
TOTAL					•	25,243.40
	N/A	03/05/2024 Waste Connection:	s	1-11000 · First Bank		
	7575751V311	02/15/2024		1-51402 · Utilities - Fitness	Center	188.55
TOTAL						188.55

Brighton Crossings Operations Board Check Detail February 21 through April 15, 2024

	Num	Date	Name		Account	Paid Amount
	N/A	03/06/2024 Bill.com		1-11000 ·	First Bank	
	24036422665	02/29/2024		1-51120 ·	Office, Dues & Other	85.88
TOTAL						85.88
	N/A	02/42/2024 Monto Commonti	ana Vantura Cantar	4 44000	First Bank	
	N/A	03/13/2024 Waste Connecti	ons - venture Center	1-11000 ·	First Bank	
	7610214V311	02/20/2024		1-51401 ·	Utilities - Venture Center	11.88
TOTAL						11.88
	N/A	03/19/2024 Comcast - Vent	ure Center	1-11000 ·	First Bank	
	0004050 00 04	00/04/0004		. 5.1.0.1	Lucius V. J. O. J.	252.00
TOTAL	0801850 02.24	02/21/2024		1-51401 ·	Utilities - Venture Center	852.82 852.82
	N/A	03/20/2024 Mailchimp	•	1-11000 -	First Bank	
	MC11025954	02/19/2024		1-51047	Community Education/Outreach	85.00
TOTAL						85.00
	N/A	03/22/2024 Xcel Energy		1-11000 :	First Bank	
	N/A	03/22/2024 Acer Ellergy		1-11000	Tilst Balik	
	867143762	02/29/2024			Utilities - Fitness Center	273.48
TOTAL				1-51401	Utilities - Venture Center	253.47 526.95
						020.00
	N/A	03/26/2024 United Power		1-11000 -	First Bank	
	19457801 02.24	02/29/2024		1-51400 ·	Utilities	42.55
TOTAL						42.55
	N/A	03/26/2024 City of Brighton		1 11000 .	First Bank	
	N/A	US/26/2024 City of Brighton		1-11000	FIISL DAIIK	
	6000023092 02.24	02/29/2024		1-51400 ·	Utilities	31.66
TOTAL						31.66
	N/A	03/26/2024 City of Brighton		1-11000 ·	First Bank	
TOTAL	6000025793 02.24	02/29/2024		1-51400 ·	Utilities	31.66
	N/A	03/26/2024 United Power		1-11000 ·	First Bank	
	9020102 02.24	02/29/2024		1-51400 ·	Utilities	22.75
TOTAL						22.75
	N/A	03/26/2024 United Power		1-11000 -	First Bank	
	WA	55/25/2524 Officed Fower		1000	Jt Dalik	
	8769502 02.24	02/29/2024		1-51400 ·	Utilities	38.90
TOTAL						38.90

Brighton Crossings Operations Board Check Detail February 21 through April 15, 2024

	Num	Date	Name	Ac	count	Paid Amount
	N/A	03/26/2024 City of Brighton		1-11000 · First Bank		
	6000021805 02.24	02/29/2024		1-51400 · Utilities		73.42
TOTAL					-	73.42
	N/A	03/26/2024 United Power		1-11000 · First Bank		
	19800901 02.24	02/29/2024		1-51400 · Utilities	_	42.31
TOTAL						42.31
	N/A	03/26/2024 United Power		1-11000 · First Bank		
TOTAL	19948501 02.24	02/29/2024		1-51400 · Utilities	-	41.58
TOTAL						41.50
	N/A	03/26/2024 City of Brighton		1-11000 · First Bank		
	6000023523 02.24	02/29/2024		1-51400 · Utilities		168.52
TOTAL	0000020020 02.24	02/20/2024		7 01400 Cultidos	-	168.52
	N/A	03/26/2024 City of Brighton		1-11000 · First Bank		
	37050911 02.24	02/29/2024		1-51400 · Utilities	_	131.38
TOTAL						131.38
	N/A	03/26/2024 United Power		1-11000 · First Bank		
	19948401 02.24	02/29/2024		1-51400 · Utilities	-	42.43
TOTAL						42.43
	N/A	03/26/2024 United Power		1-11000 · First Bank		
	10457004 00 04	03/20/2024		1-51400 · Utilities		27.00
TOTAL	19457901 02.24	02/29/2024	Y	1-51400 · Otilities	-	27.09
	N/A	03/26/2024 United Power		1-11000 · First Bank		
	22167100 02.24	02/29/2024		1-51400 · Utilities	_	22.44
TOTAL					_	22.44
	N/A	03/26/2024 City of Brighton		1-11000 · First Bank		
		, , , , , , , ,				
	6000023524 02.24	02/29/2024		1-51400 · Utilities	-	31.66
TOTAL						31.66
	N/A	03/26/2024 United Power		1-11000 · First Bank		
	18748701 02.24	02/29/2024		1-51400 · Utilities		23.90
TOTAL	10740701 02.24	02/29/2024		1-31400 · Otilities	-	23.90
	N/A	03/26/2024 United Power		1-11000 · First Bank		
	19000501 02.24	02/29/2024		1-51400 · Utilities		22.35
TOTAL					-	22.35

	Num	Date	Name	Account	Paid Amount
	N/A	03/26/2024 United Power - Ve	nture Center	1-11000 · First Bank	
TOTAL	9277804 02.24	02/29/2024		1-51401 · Utilities - Venture Center	1,026.11 1,026.11
	N/A	03/26/2024 United Power		1-11000 · First Bank	
TOTAL	9311302 02.24	02/29/2024		1-51400 · Utilities	34.78 34.78
	N/A	03/26/2024 City of Brighton		1-11000 · First Bank	
TOTAL	6000022244 02.24	02/29/2024		1-51400 · Utilities	73.42 73.42
	N/A	03/26/2024 City of Brighton		1-11000 · First Bank	
TOTAL	6000023526 02.24	02/29/2024		1-51400 · Utilities	31.66 31.66
	N/A	03/26/2024 United Power		1-11000 · First Bank	
TOTAL	9701901 02.24	02/29/2024		1-51400 · Utilities	22.35 22.35
	N/A	03/26/2024 City of Brighton		1-11000 · First Bank	
TOTAL	6000021912 02.24	02/29/2024		1-51400 · Utilities	206.31
	N/A	03/26/2024 United Power		1-11000 · First Bank	
TOTAL	18545501 02.24	02/29/2024		1-51400 · Utilities	22.36
	N/A	03/26/2024 City of Brighton		1-11000 · First Bank	
TOTAL	6000020655 02.24	02/29/2024		1-51400 · Utilities	31.66 31.66
	N/A	03/26/2024 City of Brighton -	Fitness Center	1-11000 · First Bank	
TOTAL	6000021920 02.24	02/29/2024		1-51402 · Utilities - Fitness Center	420.61 420.61
	N/A	03/26/2024 City of Brighton		1-11000 · First Bank	
TOTAL	37203961 02.24	02/29/2024		1-51400 · Utilities	31.66 31.66

Brighton Crossings Operations Board Check Detail February 21 through April 15, 2024

MA 1-1900 First Bank 1-1900 First		Num	Date	Name Account	Paid Amount
NA		N/A	03/26/2024 United Power	1-11000 · First Bank	
NA 0326/2024 City of Brighton 1-11000 - First Bank 7-3.42 TOTAL ***RO00021900 02.24***********************************		19257801 02.24	02/29/2024	1-51400 · Utilities	22.35
TOTAL TOTAL NA 03262024 City of Brighton 1-11000 - First Bank 10532 TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL 1000 - 1000	TOTAL				22.35
TOTAL NIA 0326/2024 City of Brighton 1-11000 - First Bank TOTAL TOTAL NIA 0326/2024 City of Brighton 1-11000 - First Bank TOTAL NIA 0326/2024 City of Brighton 1-11000 - First Bank TOTAL NIA 0326/2024 United Power 1-11000 - First Bank 1-51400 - Utilities 31.66 31.67 AIA 0326/2024 City of Brighton - Venture Center 1-11000 - First Bank 1-51400 - Utilities 44.24 A1.24 NIA 0326/2024 City of Brighton - Venture Center 1-11000 - First Bank 1-51400 - Utilities - Venture Center 1-49.72 TOTAL NIA 0326/2024 City of Brighton - Venture Center 1-11000 - First Bank 1-51400 - Utilities - Venture Center 1-49.72 1-49.72 TOTAL NIA 0326/2024 City of Brighton 1-11000 - First Bank 1-51400 - Utilities - Venture Center 1-49.72 1-51400 - Utilities -		N/A	03/26/2024 City of Brighton	1-11000 ⋅ First Bank	
TOTAL NIA 0326/2024 City of Brighton 1-11000 - First Bank TOTAL TOTAL NIA 0326/2024 City of Brighton 1-11000 - First Bank TOTAL NIA 0326/2024 City of Brighton 1-11000 - First Bank TOTAL NIA 0326/2024 United Power 1-11000 - First Bank 1-51400 - Utilities 31.66 31.67 AIA 0326/2024 City of Brighton - Venture Center 1-11000 - First Bank 1-51400 - Utilities 44.24 A1.24 NIA 0326/2024 City of Brighton - Venture Center 1-11000 - First Bank 1-51400 - Utilities - Venture Center 1-49.72 TOTAL NIA 0326/2024 City of Brighton - Venture Center 1-11000 - First Bank 1-51400 - Utilities - Venture Center 1-49.72 1-49.72 TOTAL NIA 0326/2024 City of Brighton 1-11000 - First Bank 1-51400 - Utilities - Venture Center 1-49.72 1-51400 - Utilities -					
NA 0326/2024 City of Brighton 1-11000 - First Bank 115.32 TOTAL NA 0326/2024 City of Brighton 1-11000 - First Bank 115.32 NA 0326/2024 United Power 1-11000 - First Bank 1-1100	ΤΟΤΑΙ	6000021900 02.24	02/29/2024	1-51400 · Utilities	
TOTAL ***TOTAL********************************	TOTAL				75.42
TOTAL N/A 0326/2024 City of Brighton 1-1000 - First Bank 70TAL 70TAL N/A 0326/2024 United Power 1-51400 - Unities 1-51		N/A	03/26/2024 City of Brighton	1-11000 · First Bank	
TOTAL N/A 0326/2024 City of Brighton 1-1000 - First Bank 70TAL 70TAL N/A 0326/2024 United Power 1-51400 - Unities 1-51		6000025861 02.24	02/29/2024	1-51400 · Utilities	115.32
1-51400 Utilities 31.66	TOTAL				
1-51400 Utilities 31.66					
TOTAL N/A 03/26/2024 United Power 1-11000 - First Bank 44.24 TOTAL N/A 03/26/2024 City of Brighton - Venture Center 1-11000 - First Bank 44.24 TOTAL N/A 03/26/2024 City of Brighton - Venture Center 1-11000 - First Bank 14.9.74 TOTAL N/A 03/26/2024 City of Brighton 1-11000 - First Bank 1-11000 - Fi		N/A	03/26/2024 City of Brighton	1-11000 · First Bank	
NIA 03/26/2024 United Power 1-11000 - First Bank 4-24 4		6000021901 02.24	02/29/2024	1-51400 · Utilities	31.66
19458001 02.24 02/29/2024 1-51400 - Utilities 4.24	TOTAL				31.66
TOTAL NIA 03/26/2024 City of Brighton - Venture Center 1-11000 · First Bank 7059901 02 24 20/29/2024 1-51401 · Utilities - Venture Center 149.74 149.74 TOTAL NIA 03/26/2024 City of Brighton 1-11000 · First Bank 1-51400 · Utilities 168.52 TOTAL NIA 03/26/2024 United Power 1-11000 · First Bank 1-51400 · Utilities 43.07 TOTAL NIA 03/26/2024 United Power 1-11000 · First Bank 1-51400 · Utilities 22.35 NIA 03/26/2024 United Power 1-11000 · First Bank 1-51400 · Utilities 22.35 TOTAL NIA 03/26/2024 United Power 1-11000 · First Bank 22.35 TOTAL NIA 03/26/2024 United Power 1-11000 · First Bank 22.35 TOTAL NIA 03/26/2024 United Power 1-11000 · First Bank 22.35 TOTAL NIA 03/26/2024 City of Brighton 1-11000 · First Bank 288.00 TOTAL NIA 03/26/2024 United Power 1-11000 · First Bank 288.00 288.00 TOTAL NIA 03/26/2024 United Power 1-11000 · First Bank		N/A	03/26/2024 United Power	1-11000 · First Bank	·
TOTAL NIA 03/26/2024 City of Brighton - Venture Center 1-11000 · First Bank 7059901 02 24 20/29/2024 1-51401 · Utilities - Venture Center 149.74 TOTAL NIA 03/26/2024 City of Brighton 1-11000 · First Bank 1-51400 · Utilities 168.52 TOTAL NIA 03/26/2024 United Power 1-11000 · First Bank 1-51400 · Utilities 168.52 NIA 03/26/2024 United Power 1-11000 · First Bank 1-51400 · Utilities 20/25/2014 1-51400 · Utilities 20/25/25/25/25/25/25/25/25/25/25/25/25/25/		19458001 02 24	02/20/2024	1.51400 · I bilities	44.24
149.74 TOTAL NA 03/26/2024 City of Brighton 1-11000 · First Bank TOTAL 7071 02.24 02/29/2024 1-51400 · Utilities 168.52 168.52 17071 02.24 03/26/2024 United Power 1-11000 · First Bank 1-51400 · Utilities 168.52 17071 02.24 03/26/2024 United Power 1-11000 · First Bank 1-51400 · Utilities 23.07 17071 02.24 03/26/2024 United Power 1-11000 · First Bank 1-51400 · Utilities 23.07 NA 03/26/2024 United Power 1-11000 · First Bank 1-51400 · Utilities 22.35 TOTAL NA 03/26/2024 United Power 1-11000 · First Bank 1-51400 · Utilities 22.35 TOTAL NA 03/26/2024 City of Brighton 1-11000 · First Bank 1-51400 · Utilities 288.00 TOTAL NA 03/26/2024 United Power 1-11000 · First Bank 1-51400 · Utilities 288.00 288.00 NA 03/26/2024 United Power 1-11000 · First Bank	TOTAL	10400001 02.24	02/20/2024	1 01160 Clinics	
TOTAL TOTAL 149.74 N/A 03/26/2024 City of Brighton 1-11000 · First Bank TOTAL 7071 02.24 02/29/2024 1-51400 · Utilities - Venture Center 149.74 N/A 03/26/2024 United Power 1-11000 · First Bank TOTAL 7071 02.24 02/29/2024 1-51400 · Utilities 43.07 N/A 03/26/2024 United Power 1-11000 · First Bank TOTAL 7071 02.24 02/29/2024 1-51400 · Utilities 2-23.55 N/A 03/26/2024 United Power 1-11000 · First Bank TOTAL 7071 02.24 02/29/2024 1-51400 · Utilities 2-23.55 TOTAL 7071 02.24 02/29/2024 1-51400 · Utilities 2-23.55 TOTAL 7071 02.24 02/29/2024 1-51400 · Utilities 2-23.55 TOTAL 7071 03/26/2024 City of Brighton 1-11000 · First Bank TOTAL 7072 03/26/2024 United Power 1-11000 · First Bank TOTAL 7072 03/26/2024 United Power 1-11000 · First Bank TOTAL 7072 03/26/2024 United Power 1-11000 · First Bank TOTAL 7072 03/26/2024 United Power 1-11000 · First Bank TOTAL 7072 03/26/2024 United Power 1-11000 · First Bank TOTAL 7072 03/26/2024 United Power 1-11000 · First Bank TOTAL 7072 03/26/2024 United Power 1-11000 · First Bank TOTAL 7072 03/26/2024 United Power 1-11000 · First Bank TOTAL 7072 03/26/2024 United Power 1-11000 · First Bank					
TOTAL N/A 03/26/2024 City of Brighton 1-11000 · First Bank TOTAL 707AL		N/A	03/26/2024 City of Brighton – 1	Venture Center 1-11000 · First Bank	
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		N/A	03/26/2024 United Power	1-11000 · First Bank	
		20803401 02.24	02/29/2024	1-51400 · Utilities	25.77
	TOTAL				

	Num	Date	Name	Account	Paid Amount
	N/A	03/26/2024 United Power		1-11000 · First Bank	
TOTAL	19257601 02.24	02/29/2024		1-51400 · Utilities	22.35 22.35
	N/A	03/26/2024 City of Brighton		1-11000 · First Bank	
TOTAL	6000023522 02.24	02/29/2024		1-51400 · Utilities	31.66 31.66
	N/A	03/26/2024 United Power		1-11000 · First Bank	
TOTAL	19000301 02.24	02/29/2024		1-51400 · Utilities	36.21 36.21
	N/A	03/26/2024 City of Brighton		1-11000 · First Bank	
TOTAL	6000022226 02.24	02/29/2024		1-51400 · Utilities	73.42 73.42
	N/A	03/26/2024 United Power		1-11000 · First Bank	
TOTAL	19254901 02.24	02/29/2024		1-51400 · Utilities	22.36 22.36
	N/A	03/26/2024 United Power		1-11000 · First Bank	
TOTAL	19853701 02.24	02/15/2024		1-51400 · Utilities	22.35 22.35
	N/A	03/26/2024 United Power		1-11000 · First Bank	
TOTAL	8246803 02.24	02/29/2024		1-51400 · Utilities	22.35 22.35
	N/A	03/26/2024 City of Brighton		1-11000 · First Bank	
TOTAL	6000023521 02.24	02/29/2024		1-51400 · Utilities	168.52 168.52
	N/A	03/26/2024 City of Brighton		1-11000 · First Bank	
TOTAL	6000025794 02.24	02/29/2024		1-51400 · Utilities	31.66 31.66
	N/A	03/26/2024 City of Brighton		1-11000 · First Bank	
TOTAL	6000025792 02.24	02/29/2024		1-51400 · Utilities	31.66 31.66

	Num	Date	Name	Account	Paid Amount
	N/A	03/26/2024 City of Brighton		1-11000 · First Bank	
TOTAL	6000023091 02.24	02/29/2024		1-51400 · Utilities	25.33 25.33
	N/A	03/26/2024 City of Brighton		1-11000 · First Bank	
TOTAL	6000022514 02.24	02/29/2024		1-51400 · Utilities	168.52 168.52
	N/A	03/26/2024 City of Brighton		1-11000 · First Bank	
TOTAL	6000023525 02.24	02/29/2024		1-51400 · Utilities	31.66 31.66
	N/A	03/26/2024 City of Brighton		1-11000 · Fírst Bank	
TOTAL	6000022527 02.24	02/29/2024		1-51400 · Utilities	249.91 249.91
	N/A	03/26/2024 United Power		1-11000 · First Bank	
TOTAL	19804201 02.24	02/29/2024		1-51400 · Utilities	45.65 45.65
	N/A	03/26/2024 United Power		1-11000 · First Bank	
TOTAL	9701801 02.24	02/29/2024		1-51400 · Utilities	37.28 37.28
	N/A	03/26/2024 City of Brighton		1-11000 · First Bank	
TOTAL	6000025707 02.24	02/29/2024		1-51400 · Utilities	168.52 168.52
	N/A	03/26/2024 United Power - Fit	ness Center	1-11000 · First Bank	
TOTAL	19052501 02.24	02/29/2024		1-51402 · Utilities - Fitness Center	543.45 543.45
	N/A	03/26/2024 United Power		1-11000 · First Bank	
TOTAL	19265201 02.24	02/29/2024		1-51400 · Utilities	25.38 25.38
	N/A	03/26/2024 United Power		1-11000 · First Bank	
TOTAL	19784501 02.24	02/29/2024		1-51400 · Utilities	41.56 41.56

	Num	Date	Name Account	Paid Amount
	N/A	03/26/2024 City of Brighton	1-11000 · First Bank	_
	6000022225 02.24	02/29/2024	1-51400 · Utilities	148.40
TOTAL				148.40
	N/A	03/26/2024 United Power	1-11000 · First Bank	
	19257701 02.24	02/29/2024	1-51400 · Utilities	22.35
TOTAL				22.35
	N/A	03/26/2024 City of Brighton	1-11000 · First Bank	
	6000026306 02.24	02/29/2024	1-51400 · Utilities	168.52
TOTAL				168.52
	N/A	03/26/2024 United Power	1-11000 · First Bank	
	21367900 02.24	02/29/2024	1-51400 · Utilities	32.33
TOTAL				32.33
	N/A	03/26/2024 City of Brighton	1-11000 · First Bank	
	6000022227 02.24	02/29/2024	1-51400 · Utilities	73.42
TOTAL				73.42
	N/A	03/26/2024 City of Brighton	1-11000 · First Bank	
	37203941 02.24	02/29/2024	1-51400 · Utilities	249.91
TOTAL				249.91
			TOTAL	\$ 342,674.42

Brighton Crossing Operations Board

Brighton Crossing Operations Board - O&M (BCOB-OM)

Contractor: Modification Date: Modification Amount: Contract #:

Denver Commercial Property Services 4/2/2024 \$5,000.00 Cnt-01390

Modification Description: Payment Method: District Signed Date:

Addendum 2024-01 Not to Exceed 4 /4 /2024

Modification Scope: Contractor Signed Date:

Venture Center - Handyman Repair Services 4 /9 /2024



FIRST ADDENDUM

TO

INDEPENDENT CONTRACTOR AGREEMENT (VENTURE CENTER - HANDYMAN REPAIR SERVICES)

This FIRST ADDENDUM TO THE INDEPENDENT CONTRACTOR AGREEMENT (the "First Addendum") is entered into and shall become effective as of the 2nd day of April, 2024 by and between the BRIGHTON CROSSING OPERATIONS BOARD, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"), and DENVER COMMERCIAL PROPERTY SERVICES, INC., a Colorado Corporation (the "Contractor"), collectively referred to herein as the "Parties."

RECITALS:

WHEREAS, the Parties entered into an *Independent Contractor Agreement* on **April 2**, **2024**, (the "Agreement"); and

WHEREAS, the Agreement sets forth the Services to be completed under the Agreement; and

WHEREAS, the Parties desire the Contractor to perform additional services than those originally contemplated under the Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree as follows:

TERMS AND CONDITIONS:

- 1. <u>ADDITIONS TO SCOPE OF WORK</u>. The Parties hereby agree to add to the Agreement the services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference. Such additional services shall be performed in accordance with the fees set forth in Exhibit A of this **First Addendum**.
- 2. <u>PRIOR PROVISIONS EFFECTIVE</u>. Except as specifically amended hereby, all the terms and provisions of the Agreement shall remain in full force and effect.
- 3. <u>COUNTERPART EXECUTION</u>. This **First Addendum** may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank].

IN WITNESS WHEREOF, the Parties have caused this **First Addendum** to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

BRIGHTON CROSSING OPERATIONS BOARD Docusigned by: Kenny Parrish Officer of the District APPROVED AS TO FORM: WHITE BEAR ANKELE TANAKA & WALDRON Attorneys at Law DENVER COMMERCIAL PROPERTY SERVICES, INC. Docusigned by: Jose Carmera

EXHIBIT AADDITIONAL SCOPE OF SERVICES AND FEES



DENVER COMMERCIAL PROPERTY SERVICES

YOUR TRUSTED EXPERTS FOR POWER SWEEPING SERVICES

PREPARED FOR:

Brighton Crossings Operations

Board

C/O Pinnacle Consulting Group

PREPARED BY:

JESUS CHACON

PREPARED BY:

CRYSTAL ACKERMAN

PROJECT:

Handyman services.

5225 Longs Peaks

Brighton, CO 80601

Pricing Expiration Date: 04/04/2024



SCOPE OF WORK & PRICING

SCOPE OF WORK

- Basic handyman repairs.
- All bigger repairs will be based on T&M.



OPTION 1: Basic Handyman Repairs.

- Basic handyman repairs quarterly (8 hours per visit)
- Customer will supply material/parts needed.
- \$920.84 quarterly

Not to exceed costs of \$5,000.00 in 2024.

Kindly mark an X inside the designated box beside the choice you wish to confirm your commitment to.

SERVICES: Any additional mobilizations and/or wait time as result of property not being prepared for the service(s) and additional work above/beyond the scope of work will be charged at T&M. Any sand/salt mix used for snow removal services will be cleaned and charged at T&M.

IN WITNESS WHEREOF, the parties have agreed to the selected services above.

CONTRACTOR:	CUSTOMER:
Denver Commercial Property Services Inc.	
	DATE:



PORTERING SERVICES AGREEMENT

This PORTERING SERVICES AGREEMENT (the "Agreement") is dated this [] (the "Effective Date") and is created by and between Denver Commercial Property Services, Inc. (the "Contractor"), Humboldt (the "Customer") for the purpose of Contractor providing sweeping services for the locations set forth below.
 SERVICES. Contractor shall furnish, on the terms and conditions set forth in this Agreement, all labor, materials, tools, supplies, equipment, transportation, services, supervision and administration necessary and incidental to Contractor's provision of sweeping services as described in Exhibit A of this Agreement (the "Services").
II. TERM. This Agreement shall commence on the Effective Date and shall terminate on [], unless
Contractor and Customer agree in writing to extend the term of this Agreement on a month-to- month basis, or
unless Contractor or Customer terminates this Agreement early pursuant to Section XI of this Agreement.
III. COMPENSATION. Customer agrees to pay Contractor for the Services according to the monthly rates set forth in
Exhibit A to this Agreement.
IV. INVOICES. Contractor shall deliver all invoices to Customer electronically. If Customer determines that an invoice
contains an error, Customer shall notify Contractor of the error within seven days of receiving the invoice. If
Customer fails to notify Contractor of an invoice error within seven days of receiving an invoice, Customer hereby
waives any and all claims arising out of or related to the error. Each invoice shall be addressed to the following:
To Customer:
Name:
Address:
Email:

V. PAYMENT. Customer shall pay Contractor the full amount stated on an invoice within thirty days after the date on which Customer receives the electronic invoice from Contractor. Contractor reserves the right to charge for costs and expenses incurred in recovering late payments, and to charge interest, at a rate of 1.5% per month, on amounts that are over thirty days past due. Any disputes regarding invoices must be brought to the Contractor's attention within seven days of the Customer's receipt of the invoice. Customer shall remit payment, by cash or check, to:

Denver Commercial Property Services, Inc.

6245 Clermont St. Commerce City, CO 80022

Phone:



- VI. PRICE: Owner agrees to pay to Contractor a fee based upon the requirements set forth in Exhibit A, attached hereto.
- VII. INDEPENDENT CONTRACTOR: Contractor is an independent contractor in relation to Customer, and all persons employed to furnish services hereunder are employees of Contractor and not of Customer. Contractor is not an employee, joint venture, or partner of Customer. Contractor shall control the time and manner in which Contractor provides the Services. Customer shall have no obligation to provide Contractor, or any of Contractor's employees, affiliates, or subcontractors, with any benefits customarily provided to employees, such as paid vacation, health insurance benefits, or worker's compensation coverage. Contractor is not entitled to unemployment insurance benefits provided by Customer. Contractor has no exclusive duty to Customer and may enter into similar agreements with other clients during the term of this Agreement. Customer shall not supervise, train, or otherwise control how Contractor renders the Services. Contractor shall furnish and use any equipment that Contractor believes is necessary to expediently perform the Services. Contractor shall provide the Services with reasonable care and skill, according to generally recognized commercial practices and standards, and in accordance with applicable law.
- VIII. SOCIAL SECURITY & TAXES: Contractor shall pay all state and federal income taxes on any income generated by Contractor under this Agreement. Contractor shall pay all withholding and other taxes required by any local, state, or federal law with respect to Contractor's employees and shall accept the exclusive liability for such taxes. Contractor will indemnify and hold Customer harmless against any such taxes which may be assessed against Customer.
- **IX. PROPERTY ACCESSIBILITY; DAMAGE TO PROPERTY.** If, when Contractor arrives at the Property to perform the Services, any portion of the Property is inaccessible to Contractor due to parked vehicles, refuse containers, or any other cause or obstacle outside of Contractor's control, Contractor shall not be responsible for performing the Services on the inaccessible portion of the Property. Upon Customer's request, and after Customer causes the previously inaccessible portion of the Property to become accessible, Contractor may return to perform the Services outlined in Exhibit A at Contractor's reasonable convenience. Contractor shall only be responsible for physical damage to the Property that is directly caused by Contractor's gross negligence.
- X. WORK STOPPAGE CAUSED BY CUSTOMER. If Customer causes Contractor to stop performing Services for any reason, Customer shall be liable to Contractor for all damages, including, but not limited to, stop/restart costs and lost profits sustained by Contractor as a result of Customer's actions. Furthermore, if Customer causes Contractor to stop performing any of the Services, Customer shall pay Contractor in full for all Services to be performed by Contractor according to this Agreement, whether or not performed in full.
- XI. TERMINATION. Contractor or Customer may terminate this Agreement, with or without cause, upon seven days' written notice to the other party. Contractor may, without notice to Customer, terminate this Agreement if Customer fails to pay the amount due under an invoice submitted to Customer pursuant to this Agreement for more than thirty days after the date of such invoice. If Contractor terminates this Agreement for lack of payment according to the preceding sentence, Contractor shall have no further obligation to Customer to provide the Services; provided, however, that such termination by Contractor shall not affect any remedy or remedies for payment or otherwise to which Contractor is legally entitled.



- XII. INSURANCE. During the term of this Agreement, Contractor shall carry insurance policies as required by the State of Colorado and as reasonably required by Customer. Such policies may include, without limitation, a worker's compensation policy, a comprehensive commercial liability policy, and a comprehensive automobile liability policy. Upon Customer's request, Contractor will provide Customer with a Certificate of Insurance within ten days of the Effective Date. Customer may, from time to time, direct Contractor to provide proof that insurance remains in effect.
- XIII. INDEMNIFICATION. Customer agrees to indemnify and hold Contractor, its heirs, successors, assigns, members, managers, partners, affiliates, officers, directors, employees, agents, advisors, and attorneys harmless from and against any and all third-party claims, costs, expenses, damages and liabilities, including reasonable attorneys' fees and costs, which are based, directly or indirectly on, or arise in connection with, the Parties' fulfillment of their obligations under this Agreement. Except in the case of negligence on the part of the Contractor.
- **XIV. ATTORNEYS' FEES.** In the event of any action for breach of or to enforce or declare rights under any provision of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, to be paid by the losing party.
- **WAIVER.** The waiver by one party of the performance of any covenant, condition, or promise hereunder shall not invalidate this Agreement, nor shall it be considered a waiver by such party of any other covenant, condition or promise hereunder. The waiver by either or both parties of the time for performing any act shall not constitute a waiver of the time for performing any other act or an identical act required to be performed at a later time. The exercise of any remedy shall not exclude other consistent remedy.
- **XVI. LIMITATION OF LIABILITY OF CONTRACTOR.** Any liability of Contractor resulting from this Agreement shall not exceed the amount that Contractor has received from Customer as payment for Services rendered pursuant to this Agreement. This Section XVI shall survive the termination of this Agreement.
- **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties. All prior negotiations between the parties are merged in this Agreement, and there are no understandings or agreements other than those incorporated herein. This Agreement supersedes any and all other previous agreements and/or agreements attached as exhibits. This Agreement may not be modified except by written instrument signed by both parties.



XVIII. NOTICES. All notices, demands, reports, and other communications provided for in this Agreement shall be in writing and shall be given to such party at its address set forth below or such address as such party may hereafter specify for the purpose by notice to the other party listed below. Each such notice, demand, report, or other communication shall be deemed delivered to the party to whom it is addressed (a) if given by certified or registered mail, return receipt requested, deposited with the United States Postal Service with first-class postage prepaid, 72 hours after such notice is deposited with the United States Postal Service, or (b) if deposited for delivery with an overnight courier, or (c) if delivered by any other means, including by electronic email, at the addresses specified below:

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To		ICT	^	m	Δ	r	
10	··	43 L	·		C		

Name:	
Address:	
Email:	
Phone:	

To Contractor:

Denver Commercial Property Services Inc. 6245 Clermont Street
Commerce City CO 80022

jose.Carrera@denvercps.com

619-754-3168

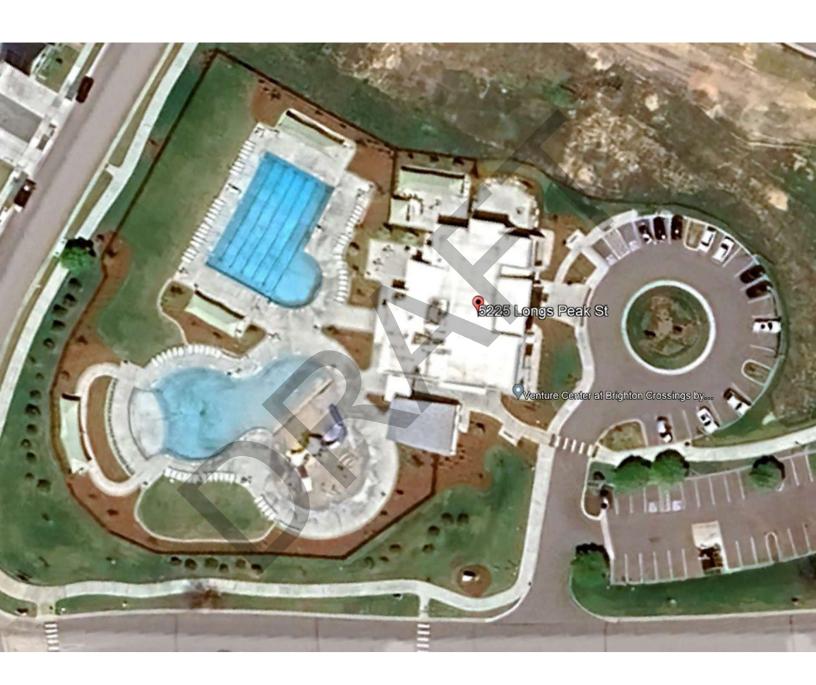
- XIX. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Colorado.
- XX. COMPLIANCE WITH LAWS. Contractor and Customer will observe and abide by and perform all obligations hereunder in full compliance with all applicable federal, state, and local statutes, ordinances, codes, and regulations, including fire and building codes and OSHA requirements prevailing at the time such obligations are performed.



DISPUTES. If a dispute arises between Contractor and Customer concerning this Agreement, Contractor shall XXI. continue to perform the Services while the parties attempt to resolve the dispute through reasonable negotiation. Any dispute which arises under this Agreement which the parties cannot resolve through negotiation shall be initially submitted to mediation in Denver, Colorado before a mediator mutually agreed upon by the parties. If the parties cannot agree upon a mediator, then they shall submit their dispute to the Judicial Arbiter Group, or, if that group no longer exists, to the American Arbitration Association, for mediation. If a dispute is not resolved within thirty days of the mediation session, then it shall be submitted for binding arbitration to the Judicial Arbiter Group, or, if that group no longer exists, to the American Arbitration Association in Denver, Colorado pursuant to its Commercial Arbitration Rules, except that: (i) disputes concerning \$15,000 or less shall be resolved in the small claims or county courts of Denver County, Colorado; and (ii) disputes in which a party seeks injunctive relief shall be resolved in the district courts of Denver County, Colorado, in which case all claims shall be resolved in such lawsuit. The parties consent to personal jurisdiction and venue being proper in such courts. In an arbitration, the arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. Should a dispute arise between Contractor and Customer; Contractor shall not be obligated to continue to perform services in the event of non-payment. All payment disputes that arise will not be permissible if they exceed 14 days after the service in question is performed.

IN WITNESS WHEREOF , the parties have executed this Agreement as of the date first written above.	
CONTRACTOR:	CUSTOMER:
Denver Commercial Property Services Inc.	
Ву:	
Print Name: Jose Carrera	Print Name:
Its: Authorized Signatory	Its:







SERVING PROPERTIES. FACILITATING SUCCESS.



ED WATSON

GENERAL MANAGER – PARKING LOT SERVICES e. ed.watson@denvercps.com p. 475-279-8003



JOSE CARRERA

DIVISION MANAGER | 15 YEARS OF EXPERIENCE e. jose.carrera@denvercps.com p. 619-754-3168







To: Brighton Crossings Metropolitan District Board of Directors

From: Pinnacle Consulting Group, Inc.

Subject: Managers' Report Board Meeting Date: April 23, 2024

General District Matters

• **Primary Contact:** Please contact Kenny Parrish District Manager, at kennyp@pcgi.com or BCOPSadmin@pcgi.com for any District matters which include operations, Board of Directors relations, financial management, compliance, and constituent relations.

Client Service Team: Meet your Pinnacle Team: **Brighton Crossings MD Board of Directors** Matt Gray **Kenny Parrish Shannon McEvoy** Attorney District Manager Director M&A White Bear Ankele shannonm@pcgi.com kennyp@pcgi.com Tanaka & Waldron Tracie Kaminski **Daryl Fields Christy McCutchen Stanley Holder** Andrew Kunkel Senior Accounting Senior Facilities District Administrator Project Manager Community Manager Manager **Operations Manager** andrewk@pcgi.com stanleyh@pcgi.com christym@pcgi.com traciek@pcgi.com darylf@pcgi.com Mike Garcia **Accounting Manager** mikeg@pcgi.com **Bryce Rogers** Accountant brycer@pcgi.com

• **District Matters:** The District's management team executed District matters since the February 27, 2024, Board meeting. Monthly, District management provides the following services:

Brighton Crossings Metropolitan District c/o Pinnacle Consulting Group, Inc.

Main office located at 550 W. Eisenhower Blvd., Loveland, CO 80537
Phone: 970-617-2462
Email: info@brightoncrossingsmd.live

- o Adheres to administrative and compliance matters.
- o Processes monthly payables and financial reports.
- o Oversees District budget and operational expenditures.
- Oversees District operations per the approved Service Plan and District needs.
- o Collaborates with legal counsel on legal matters.
- Oversee preparation and distribution of board packets including agenda, minutes, reports, contracts, and agreements prior to board meetings.
- The Manager consistently communicates with the Board including periodic status reports at each board meeting.
- Management & Administration Updates & Activities: Recently the District's management team has prioritized the following items:
 - o Conducted a special meeting for District No. 6 board on March 21st.
 - o We will repost notice to fill vacancy on District No. 4 board.
 - The YMCA is in the process of hiring lifeguards for the upcoming pool season.
 - The Enhancement Committee recommended purchasing sun-sails for park area adjacent to Fitness Center. Looking to have installed by May.
- Conference Calls/Coordination Meetings: District Management attended the Brighton Crossing Developer Coordination meeting on March 21, 2024, to discuss issues relevant to the community.
- Website Analytics: Website analytics allows management to review website activity throughout the year.

Last Month	Data	Top 3 Pages Viewed
749 Visits	1m 1s is avg session duration	Member Login
Up 17% from previous month	62% of users access via desktop	Amenities Page
1825 Page Views	Top referrals are from E-Unify	Design Review

• Compliance Matters: Annually, District Management ensures the District meets required statutory responsibilities and tracks compliance accordingly.

Compliance Matters	Responsible	Due Date	Completion Date
File Boundary Map	PCGI	01/01/24	completed
Post Transparency Notice	PCGI	01/15/24	completed
File Certified Copy of Adopted Budget	PCGI	01/31/24	completed
Renew SDA Membership	PCGI	03/01/24	completed
File Audit Exemptions	PCGI	03/31/24	completed
Submit Audit to Governing Board	PCGI	06/30/24	
File Audit	PCGI	07/30/24	
File Annual Report	PCGI	10/01/24	
Draft 2024 Budgets Distributed to Board of Directors	PCGI	10/15/24	
Renew Property & Liability Insurance	PCGI	12/01/24	
Certify Mill Levies	PCGI	12/15/24	
Adopt Budget	PCGI	12/31/24	
Ensure Website Compliance	PCGI	12/31/24	

Payables	PCGI/Board	Monthly	Sent to Board the third week of the month
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Community Management Updates & Activities

• Update on Lot Closings and Collection of Operations Fees:

- Operation Fees: In 2024 the Management Team has billed \$775,399.24 YTD. On April 1st, 2024, the Management Team billed Q2 operations fees. There was a total of 1,608 homes billed for a total of \$385,920 in operation fees.
- O&M Collections: The District has 53 active accounts that remain in collections for O&M fees as of April 18, 2024. There have been 25 accounts sent over in 2024.

• Phone and Email Communications:

- In order for our team to manage the structure and budget allocation adopted by the Brighton Crossings Operations Board all emails and voicemails are checked daily by team members and responded to or elevated for a response from management if necessary.
- o The Management team has made eleven posts on the District's website for news to the residents in 2024.
- o The District has sent out ten email blasts to the community in 2024.
- The District has received 361 incoming calls and voicemails in 2024. The top reasons for voicemails are listed below:
 - Billing
 - Account login information.
 - Late fee questions.
 - Setting up scheduled payments,
 - ARC
 - Question on requirements on plans.
 - Question on how to submit a plan.
 - Question on how to pay for the plan.
 - Question on the status of landscaping plans.
 - Covenant Enforcement
 - Questions on letters sent out.
 - General
 - Venture Center/Pool Access
 - Question on status letter/closings.
 - New owners move in questions.

• Covenant Inspections:

- Covenant inspections for the District occur monthly. There have been 80 violation letters issued in 2024. The top reasons for violation letters were as follows:
 - No submission of application for rear yard landscaping.
 - Trash cans.
 - Items installed without application.

• Design Review Coordination:

The District's management team has received 54 homeowner applications YTD in 2024.

• Homeowner Closings:

The District's management team processed 210 homeowner closings in 2024. This includes all sales, including from developer to builder, builder to owner, and owner to owner.



Brighton Crossings Metropolitan District c/o Pinnacle Consulting Group, Inc. Main office located at 550 W. Eisenhower Blvd., Loveland, CO 80537 Phone: 970-617-2462 Email: info@brightoncrossingsmd.live



Brighton Crossings Metropolitan District Monthly O&M Report:

[April 2024]

Budget and Contract Notes

• The district remains within budget for the 2024 operations plan.

Current Month Updates

- Activate irrigation system.
- Meet onsite with landscape contractors.
- Turf aeration.
- Spring fertilization.
- Begin natural area mowing.
- Assess flower bed areas for mulch & plant replacement needs.

Structural Tree Pruning & Large Dead Removals in Spring.

- Large cottonwood trees along 50th Ave will be structurally pruned to create 5-10 ft. clearance from homes.
- o Several large dead evergreens removed from Royal Pine Park.







• Pool Maintenance Ongoing to Prepare for May 25th Opening.

- Electrical repairs have been completed. Electrical repairs addressed amperage issues with different pumps.
- o The splash pad feature will be cleaned and ready for opening in May.
- o (2) 6ft benches added at waiting area by the Brighton Enhancement Committee.









Spring Cleanup & Irrigation Startup.

- o Spring cleanup is complete and irrigation startup is ongoing.
- o Spring aeration & fertilization complete.
- Please continue to reach out if you see a sprinkler running longer than 30 minutes.





• Complete Flower Bed Enhancements in the community.

o Various flower beds were enhanced due to lack of flower material or need to refresh.

















Goals for Next Month (May)

- Install annual flowers.
- Activate drinking fountains.
- Open Pool and Splash Pad
- Spring Cleanup Event at Venture Center.



Brighton Crossing/YMCA Recreational Report April 2024

First quarter events:

- **January** featured "Adult night paint and sip," twenty painters enjoy wine, while painting a beautiful Colorado oil canvas.
- **February** featured, "Cocktails and magic" An adult date night that was filled with tricks treats and illusion. We had forty residents in attendance.
- March will feature, "Family Shamrock Hunt" This will be a wonderful way for families to spend some quality time together and get local businesses involved.
 Use a map and clues to find Sam Shady's shamrocks. Prizes will be rewarded to the top two teams.
- **April** will feature are, **"Spring Fling"** family fun for all. Ponie rides, face painting, Balloon art, scavenger hunt, planting booth, cake walk and bouncy house.
- May will feature the "Pool Opening and Battle of the Bands"

Second quarter events:

- June Community yard sale
- August Ice cream social and community meeting
- Family fun run and Harvest Fest
- November Craft fair
- December Christmas Auction

Clubs and games:

- Fun timer's 60+ club Every Friday morning, we serve breakfast to the seniors in our community.
 - We bring in special speakers once a month, a nutritionist, financial planners and much more.
 - This program is funded by donations from local businesses.
- Book club, fourth Monday of each month.
- Bunco, third Thursday of the month and second Friday.

Programs:

- Alphabet Soup: This program is for children ages two ½ to four ½.
 - The program has grown leaps and bounds, we have fourteen children in the program, and a waiting list for future students.
 - Things the children are learning: ASL, basic Spanish and site reading. They are also being taught a Montessori curriculum.
 - Alphabet Soup; will be hosting another Thanksgiving luncheon for the students and parents this month, and for December a Christmas program.
- Explorers club: This is a quarterly club for children between the ages of 3 to 12yrs. A night out for the parents and a chance for the kids to have a fun night with other peers doing a themed activity.

Classes, clubs, and games:

Classes:

- Karate "Now being offered for kids ages four to six!"
- Water Aerobics "Starting in June."
- Pickleball league's "Starting in June."

Clubs:

- Recipe Swappers "Starting in July."
- Baby Crocker "Starting in July."

Hiring updates:

- Summer Hiring TEN guards have been hired. Eleven applicants are in the onboarding process.
- We want to have twenty-eight lifeguards this summer.

Building updates:

- Painting of the interior walls at the Venture Center will be completed, by the End of May.
- Dumpster enclosure hinges to be replaced.
- FRP panels to be placed in the pump room and chemical room. Completion end of May.
- Cables have been replaced, on two of the machines, in the Fitness room at the Venture Center

Proposals for improvements:

- To replaces all the TVs in the gym at the Venture Center
- Replace carpet squares at the Fitness Center
- Two new workout machines for the Venture Center



TEMPORARY OPERATION AND FUNDING AGREEMENT

(Filing 7 Phase 7 Landscaping)

THIS TEMPORARY OPERATION AND FUNDING AGREEMENT (this "Agreement") is made and entered into this April 23, 2024 (the "Effective Date"), by and between the BRIGHTON CROSSINGS OPERATIONS BOARD, a contractual authority and political subdivision of the State of Colorado (the "Operations Board") and BROOKFIELD RESIDENTIAL (COLORADO) LLC, A Nevada limited liability company (the "Developer"). The Operations Board and the Developer are sometimes referred to herein as the "Parties" or individually as a "Party."

RECITALS

WHEREAS, the Operations Board was formed by virtue of an Establishment Agreement by and among Brighton Crossing Metropolitan District Nos. 4-8 (the "**Districts**") pursuant to § 29-1-203, C.R.S. and established the Operations Board to own, operate and maintain public facilities and provide services benefitting the Districts (the "**Establishment Agreement**"); and

WHEREAS, the Developer and Brighton Crossing Metropolitan District No. 6 ("District No. 6") are parties to that certain Public Improvement Acquisition and Reimbursement Agreement dated as of June 29, 2020 (the "Acquisition Agreement"), which sets forth the procedures for documenting and accepting Public Improvements that may be lawfully accepted by District No. 6; and

WHEREAS, the Developer has constructed certain public improvements, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference (the "**Public Improvements**"), and the Parties desire that the Operations Board will eventually become the owner of the Public Improvements, subject to compliance with the terms and conditions of the Acquisition Agreement; and

WHEREAS, the District does not intend to direct the design or construction of any Public Improvements by way of this Agreement; and

WHEREAS, as of the Effective Date, the Developer has not submitted a complete application for acceptance of the Public Improvements in accordance with the Acquisition Agreement; and

WHEREAS, the Parties entered into that certain Contribution Agreement, dated December 1, 2020, as subsequently amended (collectively, the "Contribution Agreement"), pursuant to which the Developer agreed to contribute funds to the Operations Board to enable the Operations Board to provide facilities and services to the community on a timely basis; and

WHEREAS, the Parties desire that the Operations Board maintain and operate the Public Improvements upon completion of the Public Improvements, as determined by the Operations Board Manager, in advance of acquiring the Public Improvements, for the benefit of the Districts, their taxpayers, residents, property owners and users; and

WHEREAS, the Parties desire that the Developer will contribute funds to the Operations Board in an amount sufficient to pay the reasonable costs of maintaining and operating the Public Improvements from the Effective Date until such time as the Operations Board and/or District No. 6 acquire the Public Improvements in accordance with the terms and conditions of the Acquisition Agreement; and

WHEREAS, the Operations Board believes that this Agreement is in the best interest of the Districts, their taxpayers, residents, property owners and users.

NOW, THEREFORE, in consideration of the foregoing Recitals which are deemed a substantive part hereof, and for and in consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

COVENANTS AND AGREEMENT

- 1. <u>Completion of Public Improvements</u>. The Developer shall be responsible, at its sole cost and expense, for undertaking all necessary action to complete the Public Improvements in substantial accordance with the construction plans and any applicable construction standards. Upon completion of the Public Improvements, the Developer shall notify the Operations Board Manager. The Operations Board Manager and the Developer shall jointly review the Public Improvements to verify completion of the Public Improvements. The Parties agree and acknowledge that this review by the Operations Board Manager is distinct from the review by the District Engineer pursuant to the Acquisition Agreement and does not replace the District Engineer's review required under the Acquisition Agreement.
- Transfer of Maintenance to Operations Board. Upon the Operations Board Manager's confirmation that the Public Improvements are complete (the "Completion Date"), the Developer shall cooperate with the Operations Board and take all reasonably required actions to give the Operations Board, and its contractors and agents, all access to the Public Improvements necessary for the Operations Board to operate and maintain the Public Improvements. The Developer hereby grants the Operations Board any and all license and permissions to enter its real property on which the Public Improvements are located in order to operate and maintain the Public Improvements. The Developer shall provide the Operations Board with any and all operating manuals, operating instructions, emergency procedures, equipment training, keys, access codes, passwords, emergency and after hours contact information, building plans, maps, a description of any warranties which include operation and maintenance functions, a transfer of all utilities to the District or its assigns, and any other documents, processes or procedures the District and the Developer deem necessary to undertake operation and maintenance of the Public Improvements. Simultaneously, the Developer shall take any and all actions necessary to assign existing agreements related to the operation and maintenance of the Public Improvements to the Operation Board. The Parties acknowledge and agree that this acceptance of temporary operating and maintenance by the Operations Board is distinct from the acquisition of the Public Improvements pursuant to the Acquisition Agreement. The Developer acknowledges that nothing in this Agreement shall constitute a waiver of any requirements for the acquisition of Public Improvements set forth in the Acquisition Agreement.

- 3. <u>Contribution of Operation and Maintenance Costs</u>. The Parties hereby agree that the costs of operating and maintaining the Public Improvements from the Completion Date until such time that the Public Improvements are acquired by District No. 6 or the Operations Board in accordance with the Acquisition Agreement (the "**Temporary Operating Period**") shall be contributed to the Operations Board by the Developer, in accordance with the terms of the Contribution Agreement. In the event that non-routine maintenance or repair of the Public Improvements is required during the Temporary Operating Period, the Developer agrees to reimburse the Operations Board for the reasonable costs of such non-routine maintenance or repair.
- 4. <u>Insurance</u>. During the Temporary Operating Period, the Developer shall, at its sole cost and expense, provide general liability and property insurance for the Public Improvements in commercially reasonable amounts.
- 5. <u>Termination</u>. This Agreement shall immediately terminate upon District No. 6's, or the Operations Board's, acceptance of the Public Improvements in accordance with the Acquisition Agreement.
- 6. <u>Subject to Annual Appropriation and Budget</u>. The Operations Board does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The performance of those obligations of the Operations Board pursuant to this Agreement requiring budgeting and appropriation of funds are subject to annual budgeting and appropriations. The Developer expressly understands and agrees that the Operations Board's obligations under this Agreement shall extend only to monies appropriated for the purposes of this Agreement and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this Agreement shall be construed or interpreted as a delegation of governmental powers by the Operations Board, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever, including, without limitation, Article X, Section 20 or Article XI, Section 6 of the Constitution of the State of Colorado. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of the Operations Board's funds.
- <u>Indemnification</u>. The Developer shall defend, indemnify and hold harmless the Operations Board and the Districts, and each of the Operations Board and Districts' directors, officers and agents (collectively, the "Operations Board Indemnitees"), from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses, including reasonable legal expenses and attorneys' fees actually incurred, by the Operations Board Indemnitees arising directly or indirectly, in whole or in part, out of the errors or omissions, negligence, willful misconduct, or any criminal or tortious act or omission of the Developer or any of its contractors, subcontractors, officers, agents or employees, in connection with this Agreement and/or the Developer's performance of the services or work pursuant to this Agreement. Notwithstanding anything else in this Agreement or otherwise to the contrary, the Developer is not obligated to indemnify the Operations Board Indemnitees for the negligence of the Operations Board or the negligence of any other Operations Board Indemnitee. Except as otherwise provided by applicable law, this indemnification obligation will not be limited in any way by any limitation on the amount or types of damages, compensation or benefits payable by or for the Developer under workers' compensation acts, disability acts or other employee benefit acts, provided that in no event shall the Developer be liable for special/consequential or punitive damages.

- 8. <u>Governmental Immunity</u>. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the Operations Board, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the Operations Board and, in particular, governmental immunity afforded or available to the Operations Board pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.
- 9. <u>Notices and Communications</u>. All notices, approvals and other communications provided for herein or given in connection herewith shall be validly given, made, delivered or served, if in writing, and delivered personally, by facsimile or by nationally recognized overnight courier (e.g., Federal Express, Airborne, UPS) for next-day or next-business-day delivery, or electronic mail, to the address of the intended recipient at its address as set forth below, or to such other addresses as either Party may from time to time designate in writing and deliver in a like manner.

To Operations Board: Brighton Crossings Operations Board

c/o Pinnacle Consulting Group Inc.

550 W. Eisenhower Blvd Loveland, Colorado 80537 Attention: Kenny Parrish (970) 669-3611 (phone) kennyp@pcgi.com

With a copy to: WHITE BEAR ANKELE TANAKA & WALDRON

Attorneys at Law

2154 East Commons Avenue, Suite 2000

Centennial, Colorado 80122

Attention: Blair M. Dickhoner, Esq.

(303) 858-1800 (phone) bdickhoner@wbapc.com

To Developer: Brookfield Residential (Colorado) LLC

6465 S. Greenwood Village Plaza Blvd., Suite 700

Centennial, Colorado 80111 Attention: Ashley Tarufelli Neil Simpson (303) 790-6602 (phone)

 $as hley. tarufelli@brook field properties development. com \\ neil. simpson@brook field properties development. com$

- 10. <u>Amendment</u>. This Agreement may not be supplemented, amended or modified except in a writing signed by the Parties.
- 11. <u>Assignment</u>. This Agreement may not be assigned by any Party without the prior written consent of the other Parties.
- 12. Governing Law. This Agreement and all claims or controversies arising out of or relating to this Agreement shall be governed and construed in accordance with the law of the State of Colorado, without regard to conflict of law principles that would result in the application of any

law other than the law of the State of Colorado. Venue for all actions arising from this Agreement shall be in the District Court in and for the county in which the Operations Board is located.

- 13. <u>Authority</u>. By execution hereof, the Operations Board and Developer represent and warrant that their respective representatives signing hereunder have full power and authority to execute this Agreement and to bind the respective party to the terms hereof.
- 14. <u>Entire Agreement</u>. This Agreement constitutes and represents the entire, integrated agreement between the Operations Board and Developer with respect to the matters set forth herein and hereby supersedes any and all prior negotiations, representations, agreements or arrangements of any kind with respect to those matters, whether written or oral. This Agreement shall become effective upon the date of full execution hereof.
- 15. <u>Negotiated Provisions</u>. This Agreement shall not be construed more strictly against one Party than against another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being acknowledged that each Party has contributed substantially and materially to the preparation of this Agreement.
- 16. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the Operations Board and the Developer any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the Operations Board and the Developer shall be for the sole and exclusive benefit of the Operations Board and the Developer.
- 17. <u>Counterpart Execution</u>. This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first above written. By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

	OPERATIONS BOARD:
	BRIGHTON CROSSINGS OPERATIONS BOARD, a contractual authority and political subdivision of the State of Colorado
ATTEST:	Officer of the Operations Board
APPROVED AS TO FORM: WHITE BEAR ANKELE TANAKA & WAI Attorneys at Law	LDRON
General Counsel to the Operations Board	DEVELOPER:
	BROOKFIELD RESIDENTIAL (COLORADO), LLC, a Nevada limited liability company
	By:
	Printed Name:
	Title:
	By:
	Printed Name:
	Title:

[Signature page to Temporary Operating and Funding Agreement (Filing 7 Phase 7 Landscaping)]

EXHIBIT A

Public Improvements

(Filing 7 Phase 7 Landscaping)

Landscape, hardscape, and related improvements located on and in Tract R, Brighton Crossing Filing No. 7, recorded October 9, 2020 at reception No.2020000103327, City of Brighton, County of Adams, State of Colorado





Management Financial Statements

BOARD OF DIRECTORS BRIGHTON CROSSING OPERATIONS BOARD

We have prepared the accompanying management financial statements for the periods ending as of December 31, 2023 and March 31, 2024.

These financial statements are designed for management purposes and are intended for those who are knowledgeable about these matters. We have not audited, reviewed or compiled the accompanying financial statements and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with accounting principles generally accepted in the United States of America. Substantially all the disclosures required by accounting principles generally accepted in the United States of America have been omitted. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the financial position and results of operations.

Pinnacle Consulting Group, Inc.

Amanda Kae Caster

April 15, 2024

	Inaudited Actual 2/31/2023		Inaudited				
	Actual						
	Actual						
	Actual						
	Actual						
	Actual						
			Actual				
			3/31/2024				
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RIGHTON CROSSINGS OPERATIONS BOARD							
TATEMENT OF REVENUES & EXPENDITURES WITH BUDGETS							
ENERAL FUND							
	(-)		4.	(-)	(1)	(-)	/1.
	(a) 2023	_	(b)	(c) 2024	(d)	(e)	(d-e)
	Unaudited		2024		Actual	Budget	Variance
	Actual		Adopted Budget	Projected Actual	Through 3/31/2024	Through 3/31/2024	Through 3/31/2024
evenues	Actual		Duuget	Actual	3/3/1/2024	3/31/2024	3/3/1/2024
Transfer from District No. 4	\$ 550,00	0 \$	498,450	\$ 498,450	\$ 280,628	\$ 124,613	\$ 156,01
Transfer from District No. 6	278,24		661,160	661,160	384,893	165,290	219,60
Administrative Transfer Fees	29,20		18,000	18,000	6,400	4,500	1,90
General Operations Fees	1,500,09		1,529,520	1,529,520	384,393	382,380	2,01
Late Fees	16,12		5,000	5,000	2,850	1,251	1,59
Alley Fees	72,10		56,560	56,560	14,140	14,140	7,00
Courtyard Fees	13,60		16,960	16,960	4,240	4,240	
Venture Center Revenues	,	-	1,500	1,500			
Legal Fees	91,35	1	60,000	60,000	33,464	15,000	18,46
Trash Fees	260,67		281,108	281,108	70,094	70,278	(18
Duplex Maintenance Fees	19,67		36,900	36,900	6,450	9,225	(2,77
Design Review Fees	12,95		76,200	76,200	3,520	19,050	(15,53
Developer Contributions	25,37		61,441	61,441	-	15,360	(15,36
Covenant Violations	8,37		6,000	6,000	1,950	1,500	4:
Cost of Collections		-	-	15,000	3,750	-	3,79
Interest/Miscellaneous Income	3,28	4	25,000	25,000	272	6,249	(5,97
otal Revenues	\$ 2,881,04		3,333,799	\$ 3,348,799	\$ 1,197,045		
xpenditures		T			1		1
perations & Maintenance:							
Trash Removal	\$ 260,15	5 \$	281,108	\$ 281,108	\$ 70,094	\$ 70,278	\$ (18
On Lot Services - Courtyards Maintenance	38,84		22,831	22,831	7,628	5,708	1,92
Modifications Committee Improvements	15,67		10,000	10,000	-	-	
Utilities	281,54		400,000	400,000	9,804	25,000	(15,19
Utilities - Venture Center	59,74	4	65,000	65,000	10,676	7,500	3,17
Utilities - Fitness Center	50,01	7	50,000	50,000	8,853	14,000	(5,14
Duplex Lawn Care - Landscape Maint	19,67	1	36,900	36,900	6,450	-	6,45
Landscape Maintenance	452,54	6	608,868	588,368	131,059	150,000	(18,94
Hardscape Maintenance	51,93	8	163,000	143,000	11,200	40,749	(29,54
Storm Water Facilities Maint	19,25	9	24,000	24,000	-	-	
Fitness Center O&M	17,19	8	31,000	24,896	1,369	2,000	(63
Pool/Venture Center O&M	633,26	2	602,352	588,952	83,680	85,000	(1,32
Playground Maintenance		-	15,000	15,000	-	-	
Miscellaneous Services	72	0	500	500	-	-	
Repairs and Replacements	149,06	2	151,500	144,338	3,927	1,000	2,92
District Facilities Management	138,88	0	153,300	153,300	38,325	38,325	
xpenditures Funded by Developer							
Development Coordination	54,13		20,000	20,000	5,937	5,001	93
Duplex Lawn Care - Landscape Maint & Snow Removal	4,74	4	36,441	36,441	(2,005)	5,000	(7,00
Duplex Maint Specific Coord	38,98	0	-	-	_	-	
Filing 7: PH 4-6 Landscaping		-	-	8,765	8,765		8,76
Legal		-	5,000	5,000	-	1,251	(1,25
dministration:							
Accounting and Finance	134,50		130,200	130,200	32,550	32,550	
District Management/Administration	140,87	5	163,900	163,900	40,975	40,974	
Modifications Committee Coordination		-	5,000	5,000	-	1,247	(1,24
Collections	95,21	5	75,000	75,000	34,424	18,750	15,67
Social Committee Events		- -	10,000	10,000	-	1,000	(1,00
Website Hosting & Maintenace	60		8,000	2,340	585	2,000	(1,41
Office, Dues and Other	20,02		25,000	27,042	6,760	6,249	51
Audit	6,00		6,600	6,600	-	-	
Insurance	50,66		52,405	42,034	42,034	52,405	(10,3
Legal	32,63	9	35,000	35,000	3,018	8,750	(5,73
Builders Education/Outreach			5,000	5,000	-	1,251	(1,2
Community Education/Outreach	5,98		21,600	21,600	170	5,400	(5,23
Routine Communications	33,53		40,500	51,300	12,825	10,125	2,70
Property Transfers	22,08		38,550	37,350	9,338	9,639	(30
ARC Reviews	48,69		76,200	60,480	15,120	19,050	(3,9
Covenant Enforcement	15,61		14,400	12,450	3,113	3,600	(48
Elections	13		-	_		_	
Bad Debt	31:	Z			-	-	
Contingency		-1-	90,000	90,000	<u> </u>	-	ļ.,
otal Expenditures	\$ 2,893,24	0 \$	3,474,155	\$ 3,393,695	\$ 596,674	\$ 663,802	\$ (67,12
evenues Over/(Under) Exp	\$ (12,19	5) \$	(140,356)		\$ 600,371	\$ 169,273	\$ 431,09
eginning Fund Balance	1,036,45		1,049,494	1,024,260	1,024,260	1,049,494	(25,23
nding Fund Balance	\$ 1,024,26		909,138				
			-				1
OMPONENTS OF ENDING FUND BALANCE:		+					
Emergency Reserve (3% of Revenues)	\$ 86,43	1 \$	100,014	\$ 100,464	\$ 86,431	İ	
Operating Reserve (25% of Expenses)	723,31		868,539	848,424	149,169		
	,-,	-	13,560	13,560	13,560		
Repairs & Replacement Reserve (Alley)							
Unrestricted	214,51	9	(72,975)	16,917	1,389,031		



MEMORANDUM

TO: Brighton Crossing Metropolitan District Nos. 4-8 (each, individually, a

"District"), and Brighton Crossings Operations Board

FROM: White Bear Ankele Tanaka & Waldron ("WBA")

DATE: April 23, 2024

RE: Public Entity Digital Accessibility Standards

INTRODUCTION

The Colorado legislature passed House Bill 21-1110, Colorado Laws for Persons with Disabilities, on June 30, 2021. Under this statute, public entities (which, as defined, include Title 32 special districts)¹ must develop and implement a plan to make digital content accessible to everyone,² using the standards set by the Office of Information Technology ("OIT") by July 1, 2024.³ On February 23, 2024, OIT adopted a final version of 8 CCR 1501-11, Rules Establishing Technology Accessibility Standards (the "Rules").⁴

The scope of the Rules is broad, applying to 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 (collectively, "information and communication technology" or "ICT"), including both internal and public facing, procured, developed, maintained, or used by the public entity. Examples of ICT include websites, applications, kiosks, digital signage, digital documents, video, audio, and third-party tools that are owned or controlled by the public entity.

This memorandum reviews the accessibility requirements under the Rules, identifies vendors who provide accessibility services ("Accessibility Vendor"), and reviews state and municipal requirements specifying information and documents that must be posted on a district's website, all of which must be accessible.

¹§ 24-34-301(18), C.R.S.

²§ 24-34-802(b)-(c), C.R.S.

³§ 24-85-103(2.5), C.R.S.

⁴8 CCR 1501-11, Rules Establishing Technology Accessibility Standards

ACCESSIBILITY REQUIREMENTS

The Rules apply to the following categories of ICT (collectively, "Active ICT"), all of which must be remediated in order to make the same accessible:

- All ICT that is newly created, acquired, developed, or purchased on or after July 1, 2024, and
- Any ICT that is in "active use" on or after July 1, 2024, including any ICT used by employees of the public entity (which does not include district consultants or contractors) to perform their job duties.

Remediation is the process by which documents and websites are reviewed for compliance and modified, as needed, by an Accessibility Vendor to comply with the Rules.

The Rules define "active use" as ICT that is "regularly used by members of the public to apply for, gain access to, or participate in a public entity's services, programs, or activities," as well as ICT that is "currently used by employees to perform their job duties." Drafts, previous versions, archives, and working products are not considered Active ICT; however, any ICT becomes Active ICT at the time an authorized, official version of the ICT is "altered or updated, or when an accessible version is requested by an individual with a disability." Active ICT includes, but is not limited to, any documents posted to the public entity's website, community emails, newsletters, and any other digital content regularly accessed by the public.

The technical standards and required disclosures under the Rules require the following:

- All Active ICT shall comply with W3C WCAG 2.1 conformance levels A and AA (the "WCAG 2.1 Standards"); and
- The public entity shall adopt and conspicuously post a technology accessibility statement, which must include: (1) a commitment to a timely response to reports of inaccessible ICT or requests for reasonable accommodation or modification; (2) a prominent notice providing at least two contact methods for individuals with disabilities to submit requests for reasonable accommodation or modification to personnel knowledgeable about the accessibility of the ICT (collectively the "Accessibility Statement").

In situations where a public entity's Active ICT does not fully conform with the WCAG 2.1 Standards,⁵ it can remain in compliance under the Rules if the public entity: (1) adopts a sufficient Accessibility Statement; (2) provides reasonable accommodations or modifications for nonconforming Active ICT; and (3) can provide evidence of making "good faith progress" on its plan to remove accessibility barriers across its inventory of Active ICT.

PENALTIES FOR NON-COMPLIANCE

Under the Rules, public entities are subject to certain penalties for non-compliance if websites and Active ICT are not accessible beginning July 1, 2024. Individuals with disabilities who experience discrimination due to noncompliance with the Rules may bring a civil suit against the public entity, which may result in a court order requiring that the public entity bring all Active

⁵ WCAG 2.1 Standards

ICT into compliance with the Rules and either remit monetary damages or pay a statutory fine of \$3,500 to the plaintiff for each violation.⁶

STEPS FOR COMPLIANCE

As discussed above, the scope of the Rules is broad, and the requirements are technical. To comply, the District will need to:

- Identify documents to remain on the District website and begin remediation.
- Engage a Website Accessibility Vendor.
- Adopt an Accessibility Statement and post it to the District's website, including two contact methods to report inaccessible Active ICT and make accessibility requests for any other ICT.
- Identify a compliance officer who will be responsible for responding to reports of inaccessible Active ICT and accessibility requests (the "Compliance Officer").
- Ensure that Active ICT created, posted, altered, or updated after July 1, 2024 is in compliance with the Rules.
- Be prepared to remediate District documents into an accessible format upon request.
- Regularly generate an accessibility report for the District's website. Checkmydistrict.org
 is a robust evaluation and reporting tool developed in collaboration with the Special District
 Association available at no charge.⁷ Many other free reporting tools are available as well.⁸

ACCESSIBILITY VENDORS

WBA recommends that all contractors and Accessibility Vendors are reviewed to confirm that the services provided meet the standards set in the Rules. We have found that accessibility widgets, third-party software that temporarily changes the website to provide accessible features for users with assistive technologies, are not sufficient to establish compliance and have been identified as a potential source of liability under the Rules. If the District is considering an Accessibility Vendor not listed below, we strongly recommend that our office be involved in the vetting process to provide guidance. A list of Accessibility Vendors, which WBA has researched, that provide various services to assist public entities in complying with the Rules, is available upon request.

Document Accessibility Vendor

WBA has obtained a membership with 247 Accessible Documents for document remediation services. WBA can submit District documents to 247 Accessible Documents on behalf of the District through this membership. Membership pricing is on a per-page basis below based on document type, complexity, Alternative Text and Table Summary requirements, and delivery timeline:

Document & Delivery Type	Premium (Per Page)
Static PDF – Normal Delivery	\$6.50

⁶ § 24-34-802(2)(a), C.R.S.

⁷ www.checkmydistrict.org

⁸ W3C Accessibility Tools Index

⁹ 247 Accessible Documents

Static PDF – Expedited Delivery	\$7.00
Static PDF – Rush Delivery	\$7.50
Static Word & PPT – Normal Delivery	\$4.00
Static Word & PPT – Expedited Delivery	\$4.50
Static Word & PPT – Rush Delivery	\$5.00
Dynamic PDF/Word	\$27.00
Extended Alt Text (Per Image)	\$0.25
Table Summary (Per Table)	\$0.25

Table Summaries are a feature where a description is given to an Excel or similar table for use by a screen reader. Extended Alternative Text is the same process for an image. Both of these are required to remediate Active ICT with financial tables or images, such as a budget or map, and have an additional cost for the service.

Delivery timelines are dependent on the page count, document type and delivery type selected. Expected timelines are as follows: normal delivery within 5-10 business days, expedited delivery within 2-3 days, and rush delivery within 1-2 days.

Website Accessibility Vendors

WBA has reviewed and identified several Accessibility Vendors to assist with website accessibility and ongoing compliance with the Rules. A proposal from Streamline is attached hereto as Exhibit A and includes document remediation partnership with Allyant, 10 at a Document remediated services are handled through the Streamline flat fee of \$7/page. platform and remediated documents are automatically added to the website.

STATE REQUIREMENTS FOR TRANSPARENCY*

Due to the costs associated with remediating documents and the upcoming deadline for compliance under the Rules, WBA is recommending that districts scale back the information posted on their websites by July 1, 2024, or sooner if possible, to include only the information required under statute and governing documents, as well as the public records request policy and any rules and regulations/fee schedules/amenity policies as applicable. 11

The specific requirements and recommendations for the District are below:

Applies	Item	Statutory References / Comments
to		•
District?		
	Map of District boundaries	§ 32-1-104.5(3)(a), C.R.S., Requirements
\boxtimes	Current Fiscal Year Budget	§ 32-1-104.5(3)(a), C.R.S., Requirements
\boxtimes	Budget Amendments to current fiscal	§ 32-1-104.5(3)(a), C.R.S., Requirements
	year budget (if applicable)	
\boxtimes	Date, Time, and Location of Regularly	§ 32-1-104.5(3)(a), C.R.S., Requirements
	Scheduled Board Meetings	
	Date, Time, and Location of Annual	§ 32-1-104.5(3)(a), C.R.S., Requirements
	Meeting (if applicable)	0.22 1.104 5(2)() G.P.G. P.
	Names, Terms, and Contact Information	§ 32-1-104.5(3)(a), C.R.S., Requirements
	for Directors Name and Contact Information for	§ 32-1-104.5(3)(a), C.R.S., Requirements
	District Manager (if applicable)	8 32-1-104.3(3)(a), C.R.S., Requirements
	Financial Information	§ 32-1-104.5(3)(a), C.R.S., Requirements
_	• Prior Year's Audit OR	
	Application for Exemption from	
	Audit	
\boxtimes	Annual Report (most current)	§ 32-1-207(3)(c), C.R.S.
\boxtimes	Call for Nominations (Board may elect to	§§ 1-13.5-501(1.5)(c);
	post to Official Website)	1-13.5-501(1.7)(b)(III), C.R.S.
	*Certified Election Results -	§ 32-1-104.5(3)(a), C.R.S., Requirements
	Resolution/Notice of Cancellation OR	
	Canvass Board Statement of Certified Election Results	
\boxtimes	809 Transparency Notice (<i>most current</i>)	§ 32-1-809, C.R.S.
	Notice of Intent to Fix/Hearing Water or	§ 32-1-1001(2), C.R.S.
	Sewer Rates (as applicable)	<i>y 52 1 1001(2)</i> , C.10.5.
\boxtimes	Technology Accessibility Statement	8 CCR 1501-11
		See below for further guidance regarding
	(as applicable)	applicability of these requirements
	Accounting of Land Development	§ 29-1-506(1), C.R.S.; See FN 1 for
	Charges $(if applicable)^{12}$:	further guidance regarding applicability
		of this requirement
	Public Records Request Policy	§ 24-72-205(6)(a)(b), C.R.S.; Posting
		allows the District to collect research and
	Pulas & Dagulations (if applicable)	retrieval fees
	Rules & Regulations (if applicable)	

1

¹² Required only if a district imposes land development charges, including tap fees, system development fees, capital improvement fees, plant investment fees, or similar charges, related to a capital expenditure imposed as a prerequisite for obtaining service for an improvement, facility, or equipment necessitated by construction, reconstruction, or redevelopment resulting in an increase in the number of service units required.

\boxtimes	Fee Resolutions and Schedules (f
	applicable)	
\boxtimes	Covenant Enforcement Documents (Including, but not limited to:
	applicable)	 Declaration of Covenants
		• Collection and Enforcement
		Policies
		 Rules & Regulations
		Design Guidelines
		Submission Forms

^{*}Required if election is held in the current fiscal year.

CONCLUSION

On an immediate basis, WBA recommends that the Board identify which documents, outside those required under statute, will remain posted to the website and be sent for remediation. We also recommend the District adopt an accessibility statement, identify the Compliance Officer, engage an Accessibility Vendor, and begin to implement compliance plans no later than May 1, 2024. The website, all content posted thereto, and all digital communication under the control of the District must meet the accessibility standards established in the Rules no later than July 1, 2024.

^{**}Certain districts have additional requirements under the jurisdiction's specific governing documents (Service Plan, IGA, Municipal Code, County Code/Rules).

EXHIBIT A
(Streamline Partnership Proposal)





info@getstreamline.com www.getstreamline.com

ORDER DATE: 03 / 18 / 2024

3301 C Street #1000, Sacramento, CA 95816

Streamline Platform - Subscription Agreement

CUSTOMER: White Bear Ankele Tanaka & Waldron

This Software as a Service Agreement ("Agreement") is entered into on the start date listed below, between Streamline (DBA of Digital Deployment, Inc.) with a place of business at 3301 C Street #1000, Sacramento, CA 95816 ("Company"), and the Customer listed above ("Customer"). This Agreement incorporates the Streamline Terms of Service. W9 is available online. Most customers prefer annual billing for convenience, but all subscriptions are cancellable anytime with a written 30-day notice.

DESCRIPTION OF SERVICES: See Page 2 for an overview of what Streamline Web includes, and for more information please review our subscription-based website toolkit for local government.

SUBSCRIPTION ORDER:

Name	Price	
Streamline Partnership Agreement - White Bear Ankele Tanaka & Waldron	\$0.00	



STREAMLINE

info@getstreamline.com

www.getstreamline.com

3301 C Street #1000, Sacramento, CA 95816

One-Time Build Costs: \$0

Order #: NA

Invoice Frequency: TBD

Original Order? NA

Additional Billing Details:

Streamline Partner Agreement

3/18/2024 Billing Start Date:

Billing Person: Phone: Billing Address: Email: City, State, Zip:

Streamline:

Customer:

Name:

Title:

Date:

Signature:

Name:

Title:

Date:

Signature:



3301 C Street #1000, Sacramento, CA 95816

What Your Subscription Includes



- Easy-to-use website tool allows you to control your content no more waiting on a vendor or IT.
- **Built-in ADA compliance** (the platform is fully accessible out of the "box").
- **State-specific transparency dashboard** with checkpoints for all posting requirements.

Technology

- Meeting dashboard with agenda reminders, one-click agenda and minute upload that takes seconds.
- **Ongoing improvements** to existing features included at no cost your software will never be out of date.



- Multiple options for initial site build and migrating existing content.
- **Introduction to your state requirements** so you know what needs to be posted.
- **Training** for anyone on your staff via remote meeting to help you learn the system.
- **Free domain** included (acmemud.specialdistrict.org) or connect your own custom domain / web address.
- Setup and Training
- Free SSL security certificate so that your site is served over https and visitors are protected.



- Unlimited support is included for anyone on your staff responsible for updating the website.
- Support system is built into your website get help with the click of a button.
- Unlimited hosting of content and files so you never have to "upgrade" your account.
- Extensive knowledge base of how-to articles and getting started guides are available 24/7.
- Can't figure out how to send your question? That's ok, you'll have our technical support number, too.

Ongoing Support

And if (when) your state passes additional website mandates, Streamline Web will be updated to help you comply as effortlessly as possible.



3301 C Street #1000, Sacramento, CA 95816

Partnership Packages & Features (Per District):

