

After recording, return to:  
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450 E. 17<sup>th</sup> Ave., Suite 400  
Denver, CO 80202

**RESOLUTION NO. 2012-09-02**

**VAUXMONT METROPOLITAN DISTRICT RESOLUTION FOR THE IMPOSITION  
OF FEES FOR THE CENTRALIZED PROVISION OF TRASH REMOVAL AND  
RECYCLING SERVICES**

WHEREAS, Vauxmont Metropolitan District (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado, duly organized and existing pursuant to Article 1 of Title 32, C.R.S.; and

WHEREAS, the District operates pursuant to its Service Plan approved by the City of Arvada, Colorado (the “**City**”) on March 1, 2004 and modified effective March 29, 2010 (as modified, the “**Service Plan**”); and

WHEREAS, Candelas is a residential community within the boundaries of the District (the “**Property**”); and

WHEREAS, those certain Protective Covenants and Easements of Candelas, were recorded on March 26, 2012, at Reception No. 2012032029, in the office of the Clerk and Recorder of Jefferson County, Colorado, as amended and supplemented; and

WHEREAS, that certain First Amendment to Protective Covenants and Easements of Candelas, was recorded on September 10, 2012 at Reception No. 2012095878 in the office of the Clerk and Recorder of Jefferson County, Colorado, as amended and supplemented (collectively the “**Protective Covenants**”); and

WHEREAS, pursuant to the Protective Covenants, and as allowable by Section 32-1-1004(8), C.R.S., the District has been empowered to furnish covenant enforcement and to use revenues therefrom that are derived from the Property; and

WHEREAS, pursuant to the Covenants, the District shall provide for trash removal and recycling collection (the “**Services**”) for any Unit, as defined in the Protective Covenants; and

WHEREAS, the Protective Covenants allow for the District, without limiting its authority, to levy and collect fees, charges, and other amounts for the Services; and

WHEREAS, the District has determined that to meet the costs of providing the Services it should impose certain fees on the Property (“**Trash and Recycling Fees**”); and

WHEREAS, Special District Management Services, Inc. is under contract with the District to provide management services to the District (“**District Manager**”);

WHEREAS, the District has determined that for efficiency purposes, it is appropriate for the District Manager to collect the Trash and Recycling Fees from each Unit.

NOW, THEREFORE, BE IT RESOLVED BY BOARD OF DIRECTORS OF VAUXMONT METROPOLITAN DISTRICT (the “**Board**”), AS FOLLOWS:

1. The Board hereby determines that it is in the best interests of the District and its taxpayers and inhabitants that the District impose certain Trash and Recycling Fees, as explained herein, on each Unit.

2. **Trash and Recycling Fees.** The Trash and Recycling Fees (previously defined) will be collected in accordance with Section 3 herein, and shall collectively include the following:

(a) **Transfer Fee.** Each Unit within the District will be charged a fee of \$25.00, to be collected one time at each closing or transfer of each Unit from one owner to another (“**Transfer Fee**”). The Transfer Fee will be paid directly to the District Manager to cover the expenses associated with setting up all new accounts, including, but not limited to, the transfer of ownership for a property already receiving service.

(b) **Service Fee.** A quarterly fee of \$44.25 will be charged to each Unit (“**Service Fee**”). The Service Fee will cover the cost of trash pickup and recycling in the amount of \$31.50 per quarter, and the cost of billing by the District Manager in the amount of \$12.75 per quarter. The Service Fee may be amended from time-to-time in the Board’s sole discretion

(c) **Late Fee.** A fee of fifteen dollars (\$15.00) per quarter will be added to all past due amounts (“**Late Fee**”).

3. **Billing Procedure.** Each Unit will be billed quarterly, which may be pro-rated, in advance, for Services provided through the following quarter subject to the following procedure:

(a) **Invoicing.** Invoices for charges to cover trash pickup services and the cost of billing by the District Manager will be sent to each Unit on the first day of the month preceding each quarter. Payment will be due on the last day of the month preceding each quarter. Unit invoices will provide all amounts currently due, all amounts past due, and all Late Fees owing on the account.

(b) **Automatic Payments.** Each Unit has the option to enroll in automatic payments (“ACH”) through the District Manager with Wells Fargo Bank. If the Unit elects to enroll in ACH payments, it is the responsibility of each Unit to contact the District Manager to acquire the appropriate paperwork and enroll. ACH payments will be withdrawn quarterly.

(c) **Past Due Payments.** Payment will become past due on the 11th day of the first month of each quarter. If payment is not received prior to the 11th day of the first month

of each quarter, a reminder letter will be mailed to those Units which have not previously become past due. The reminder letter will be sent as a one-time courtesy reminder. Units that have received a reminder letter will not be issued a reminder for future delinquencies. The letter will state that payment must be received not later than ten days of the mailing date of the reminder letter (by the 20th of the month). Payments made will be applied to Late Fees first.

4. **Default.** In the event that any such fee established hereunder remains unpaid six (6) months after its due date (“**Default**”), the District Manager and/or General Counsel shall be authorized to institute such remedies and collection proceedings for any and all outstanding amounts as may be authorized under Colorado law. All collections efforts shall be made pursuant to, and in accordance with, applicable state and federal laws. The defaulting property owner shall pay all costs, including attorneys' fees, incurred by the District in connection with the foregoing.

5. **Termination of Services by the District.** Service to any Unit for which any Trash and Recycling Fee established hereunder remains unpaid six (6) months after its due date may be discontinued by the District. The District will provide written notification to each Unit at least ten (10) days before the Services are terminated (“**Notice of Termination**”).

6. **Invalidation.** Judicial invalidation of any of the provisions of this Resolution or of any paragraph, sentence, clause, phrase or word herein, or the application thereof in any given circumstances, shall not affect the validity of the remainder of this Resolution, unless such invalidation would act to destroy the intent or essence of this Resolution.

7. **Effective Date.** This Resolution shall take effect immediately upon its adoption and approval.

8. **Information.** Inquiries pertaining to the Trash and Recycling Fees may be directed to the District Manager:

AJ Beckman  
Special District Management Services, Inc.  
141 Union Blvd. #150  
Lakewood, CO 80228  
abeckman@SDMSI.com  
Telephone: (303) 987-0835

[SIGNATURE PAGE FOLLOWS]

**[SIGNATURE PAGE TO VAUXMONT METROPOLITAN DISTRICT RESOLUTION  
FOR THE IMPOSITION OF FEES FOR THE CENTRALIZED PROVISION OF TRASH  
REMOVAL AND RECYCLING SERVICES]**

RESOLVED AND PASSED this 25th day of September, 2012.

VAUXMONT METROPOLITAN DISTRICT

By:   
Its: President

Attest:

  
AJ Beckman, Secretary