

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT

141 Union Boulevard, Suite 150
Lakewood, Colorado 80228-1898
Tel: 303-987-0835 • 800-741-3254
Fax: 303-987-2032

<https://www.roxboroughmetrodistrict.org/>

NOTICE OF A REGULAR MEETING AND AGENDA

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expires:</u>
Mat Hart	President	2025/May 2025
Ephram Glass	Vice President	2023/May 2023
Mark Rubic	Treasurer	2025/May 2025
Travis Jensen	Secretary	2025/May 2025
Calvin Brown	Assistant Secretary	2023/May 2023

DATE: November 15, 2022
TIME: 6:30 p.m.
LOCATION: West Metro Fire Protection District
6220 N. Roxborough Park Road
Littleton, CO 80125

You may also join via Zoom:

<https://us02web.zoom.us/j/86267550643?pwd=V3RnRGRtWkRyUIZZc1VMWTJFZjFHdz09>

Meeting ID: 862 6755 0643

Passcode: 987572

Call in Number: 1 (719) 359-4580

** Agenda is preliminary and subject to change by majority vote of the Board at the meeting.*

** Individuals requiring special accommodation to attend and/or participate in the meeting please advise the District Manager (pripko@sdmsi.com or 303-987-0835) of their specific need(s) before the meeting.*

I. ADMINISTRATIVE MATTERS

A. Disclosure of Potential Conflicts of Interest.

B. Additions/Deletions/Approval of Agenda; confirm meeting notice posting and meeting location.

C. Discuss business to be conducted in 2023 and location (**virtual and/or physical location**) of meetings. Consider regular meeting dates for 2023 (suggested dates are the 4th Tuesday of each month at 6:00 p.m.). Review and consider approval of Resolution No. 2022-11-___ Establishing Regular Meeting Dates, Time and Location, and Designating Location for Posting of 24-Hour Notices (enclosure).

- D. Discuss §32-1-809, C.R.S., Transparency Notice reporting requirements and mode of eligible elector notification (2023 SDA Website).
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- E. Consider and possible action on establishing a process for giving direction to consultants between meetings.
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II. PUBLIC COMMENTS/HOMEOWNER REQUESTS

- A. Members of the public may express their views to the Board on matters that affect the District. Comments will be limited to three (3) minutes. Please sign in. Questions may be asked of the Board but will not be answered at this time. Please refer to the Code of Conduct for additional guidelines:
<https://www.roxboroughmetrodistrict.org/2022-meetings>
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III. **CONSENT AGENDA** – These items are considered to be routine and will be approved and/or ratified by one motion. There will be no separate discussion of these items unless a Board Member so requests, in which event, the item will be removed from the Consent Agenda and considered on the Regular Agenda.

- Minutes of the October 19, 2022 Regular Meeting (to be distributed).
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IV. FINANCIAL MATTERS

- A. Review and ratify approval of the payment of claims for the periods ending as follows (to be distributed):

Fund	Period Ending _____, 2022
General	\$
Debt Service	\$ -0-
Capital Projects	\$
Total Claims	\$

- B. Review and accept unaudited financial statements for the period ending _____, 2022 and accept Cash Position Schedule, dated _____, 2022, updated _____, 2022 and Operations Fee Report (to be distributed).
-

- C. Consider engagement of Wipfli for preparation of 2022 Audit, for an Not To Exceed \$5,775.
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- D. Conduct Public Hearing to consider Amendment to 2022 Budget (if necessary) and consider adoption of Resolution to Amend the 2022 Budget and to Appropriate Funds and Authorize Expenditures as set forth therein.
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- E. Conduct Public Hearing on the proposed 2023 Budget and consider adoption of Resolution to Adopt the 2023 Budget and Appropriate Sums of Money and Set Mill Levies for General Fund _____, Debt Service Fund _____, and Other Fund(s) _____ for a total mill levy of _____ (enclosures – preliminary AV, draft 2023 Budget, and Resolutions).
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- F. Consider authorizing the District Accountant to prepare and sign the DLG-70 Mill Levy Certification form for certification to the Board of County Commissioners and other interested parties.
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V. OPERATION AND MAINTENANCE MATTERS

- A. Ratify approval of proposal from CDI Environmental Contractor for landscape and snow services (enclosure).
-

- B. Other.
-

VI. ENGINEERING MATTERS

- A. Update regarding engineering RFP (enclosure)
-

VII. LEGAL MATTERS

- A. Discuss May 2, 2023 Regular Director Election and consider adoption of Resolution No. 2022-11-__ Calling a Regular Election for Directors on May 2, 2023, appointing the Designated Election Official (“DEO”), and authorizing the DEO to perform all tasks required for the conduct of mail ballot election (enclosure). Self-Nomination forms are due by February 24, 2023. Discuss the need for ballot issues and/or questions.
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B. Update on insurance claim for tree damage/loss in storm.

C. Update on reimbursement from Sturgeon Electric for main line repairs.

D. Consider options for addressing homeowners' encroachments on District property.

E. Discuss proposal to amend service plan and consider ballot question to allow the District to explore improved broadband for resident use.

F. Discussion potential homeowner survey regarding ranked choice voting

G. Update on Conflict-of-Interest Questionnaire.

H. Other

VIII. DIRECTOR MATTERS

A. Update regarding greenhouse progress.

IX. OTHER MATTERS

A.

X. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR
DECEMBER 20, 2022**

Additional Enclosure:

- Notice of rate increase from Special District Management Services, Inc.

RESOLUTION NO. 2022-11-____

**RESOLUTION OF THE BOARD OF DIRECTORS OF
THE ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
ESTABLISHING REGULAR MEETING DATES, TIME, AND LOCATION, AND
DESIGNATING LOCATION FOR POSTING OF 24-HOUR NOTICES**

A. Pursuant to Section 32-1-903(1.5), C.R.S., special districts are required to designate a schedule for regular meetings, indicating the dates, time and location of said meetings.

B. Pursuant to Section 32-1-903(5), C.R.S., “location” means the physical, telephonic, electronic, or virtual place, or a combination of such means where a meeting can be attended. “Meeting” has the same meaning as set forth in Section 24-6-402(1)(b), C.R.S., and means any kind of gathering, convened to discuss public business, in person, by telephone, electronically, or by other means of communication.

C. Pursuant to Section 24-6-402(2)(c)(I), C.R.S., special districts are required to designate annually at the board of directors of the district’s first regular meeting of each calendar year, the public place at which notice of the date, time and location of regular and special meetings (“**Notice of Meeting**”) will be physically posted at least 24 hours prior to each meeting (“**Designated Public Place**”). A special district is deemed to have given full and timely notice of a regular or special meeting if it posts its Notice of Meeting at the Designated Public Place at least 24 hours prior to the meeting.

D. Pursuant to Section 24-6-402(2)(c)(III), C.R.S., special districts are relieved of the requirement to post the Notice of Meeting at the Designated Public Place, and are deemed to have given full and timely notice of a public meeting if a special district posts the Notice of Meeting online on a public website of the special district (“**District Website**”) at least 24 hours prior to each regular and special meeting.

E. Pursuant to Section 24-6-402(2)(c)(III), C.R.S., if a special district is unable to post a Notice of Meeting on the District Website at least 24 hours prior to the meeting due to exigent or emergency circumstances, then it must physically post the Notice of Meeting at the Designated Public Place at least 24 hours prior to the meeting.

F. Pursuant to Section 32-1-903(1.5), C.R.S., all meetings of the board that are held solely at physical locations must be held at physical locations that are within the boundaries of the district or that are within the boundaries of any county in which the district is located, in whole or in part, or in any county so long as the physical location does not exceed twenty (20) miles from the district boundaries unless such provision is waived.

G. The provisions of Section 32-1-903(1.5), C.R.S., may be waived if: (1) the proposed change of the physical location of a meeting of the board appears on the agenda of a meeting; and (2) a resolution is adopted by the board stating the reason for which meetings of the board are to be held in a physical location other than under Section 32-1-903(1.5), C.R.S., and further stating the date, time and physical location of such meeting.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Roxborough Village Metropolitan District (the “**District**”), Douglas County, Colorado:

1. That the provisions of Section 32-1-903(1.5), C.R.S., be waived pursuant to the adoption of this Resolution.

That the Board of Directors (the “**District Board**”) has determined that conducting meetings at a physical location pursuant to Section 32-1-903(1.5), C.R.S., would be inconvenient and costly for the directors and consultants of the District in that they live and/or work outside of the twenty (20) mile radius requirement.

2. That regular meetings of the District Board for the year 2023 shall be held on the third Tuesday of each month at 6:00 p.m., at the Roxborough Library, 8357 North Rampart Range Road, Littleton, Colorado 80125 or at West Metro Fire Station, 6220 North Roxborough Park Road, Littleton, Colorado.

That special meetings of the District Board shall be held as often as the needs of the District require, upon notice to each director.

3. That, until circumstances change, and a future resolution of the District Board so designates, the physical location and/or method or procedure for attending meetings of the District Board virtually (including the conference number or link) shall appear on the agenda(s) of said meetings.

That the residents and taxpaying electors of the District shall be given an opportunity to object to the meeting(s) physical location(s), and any such objections shall be considered by the District Board in setting future meetings.

4. That the District has established the following District Website, <https://www.roxboroughmetrodistrict.org/>, and the Notice of Meeting of the District Board shall be posted on the District Website at least 24 hours prior to meetings pursuant to Section 24-6-402(2)(c)(III), C.R.S. and Section 32-1-903(2), C.R.S.

That, if the District is unable to post the Notice of Meeting on the District Website at least 24 hours prior to each meeting due to exigent or emergency circumstances, the Notice of Meeting shall be posted within the boundaries of the District at least 24 hours prior to each meeting, pursuant to Section 24-6-402(2)(c)(I) and (III), C.R.S., at the following Designated Public Place:

(a) _____

5. _____, or his/her designee, is hereby appointed to post the above-referenced notices.

**[SIGNATURE PAGE TO RESOLUTION ESTABLISHING REGULAR MEETING
DATES, TIME, AND LOCATION, AND DESIGNATING LOCATION FOR 24-HOUR
NOTICES]**

RESOLUTION APPROVED AND ADOPTED on November 22, 2022.

**ROXBOROUGH VILLAGE
METROPOLITAN DISTRICT**

By: _____
President

Attest:

Secretary

CERTIFICATION OF VALUATION BY DOUGLAS COUNTY ASSESSOR

Name of Jurisdiction: 4109 - Roxborough Village Metro District

IN DOUGLAS COUNTY ON 8/18/2022

New Entity: No

USE FOR STATUTORY PROPERTY TAX REVENUE LIMIT CALCULATIONS (5.5% LIMIT) ONLY
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IN ACCORDANCE WITH 39-5-121(2)(a) AND 39-5-128(1),C.R.S. AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES THE TOTAL VALUATION FOR ASSESSMENT FOR THE TAXABLE YEAR 2022 IN DOUGLAS COUNTY, COLORADO

1. PREVIOUS YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	\$85,026,670
2. CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION: *	\$82,922,180
3. LESS TIF DISTRICT INCREMENT, IF ANY:	\$0
4. CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	\$82,922,180
5. NEW CONSTRUCTION: **	\$42,590
6. INCREASED PRODUCTION OF PRODUCING MINES: #	\$0
7. ANNEXATIONS/INCLUSIONS:	\$0
8. PREVIOUSLY EXEMPT FEDERAL PROPERTY: #	\$0
9. NEW PRIMARY OIL OR GAS PRODUCTION FROM ANY PRODUCING OIL AND GAS LEASEHOLD OR LAND (29-1-301(1)(b) C.R.S.): ##	\$0
10. TAXES COLLECTED LAST YEAR ON OMITTED PROPERTY AS OF AUG. 1 (29-1-301(1))(a) C.R.S.):	\$0.00
11. TAXES ABATED AND REFUNDED AS OF AUG. 1 (29-1-301(1)(a) C.R.S.) and (39-10-114(1)(a)(I)(B) C.R.S.):	\$97.07

* This value reflects personal property exemptions IF enacted by the jurisdiction as authorized by Art. X, Sec.20(8)(b),Colo.

** New construction is defined as: Taxable real property structures and the personal property connected with the structure.

Jurisdiction must submit respective certifications (Forms DLG 52 AND 52A) to the Division of Local Government in order for the values to be treated as growth in the limit calculation.

Jurisdiction must apply (Forms DLG 52B) to the Division of Local Government before the value can be treated as growth in the limit calculation.

USE FOR 'TABOR' LOCAL GROWTH CALCULATIONS ONLY

IN ACCORDANCE WITH THE PROVISION OF ARTICLE X, SECTION 20, COLO CONST, AND 39-5-121(2)(b),C.R.S. THE ASSESSOR CERTIFIES THE TOTAL ACTUAL VALUATION FOR THE TAXABLE YEAR 2022 IN DOUGLAS COUNTY, COLORADO ON AUGUST 25, 2022

1. CURRENT YEAR'S TOTAL ACTUAL VALUE OF ALL REAL PROPERTY: @	\$1,086,932,534
ADDITIONS TO TAXABLE REAL PROPERTY:	
2. CONSTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS: !	\$612,886
3. ANNEXATIONS/INCLUSIONS:	\$0
4. INCREASED MINING PRODUCTION: %	\$0
5. PREVIOUSLY EXEMPT PROPERTY:	\$0
6. OIL OR GAS PRODUCTION FROM A NEW WELL:	\$0
7. TAXABLE REAL PROPERTY OMITTED FROM THE PREVIOUS YEAR'S TAX WARRANT:	\$0
(If land and/or a structure is picked up as omitted property for multiple years, only the most current year's actual value can be reported as omitted property.)	
DELETIONS FROM TAXABLE REAL PROPERTY:	
8. DESTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS:	\$0
9. DISCONNECTIONS/EXCLUSION:	\$0
10. PREVIOUSLY TAXABLE PROPERTY:	\$0

@ This includes the actual value of all taxable real property plus the actual value of religious, private schools, and charitable real property.

! Construction is defined as newly constructed taxable real property structures.

% Includes production from new mines and increases in production of existing producing mines.

IN ACCORDANCE WITH 39-5-128(1),C.R.S. AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES TO SCHOOL DISTRICTS : 1. TOTAL ACTUAL VALUE OF ALL TAXABLE PROPERTY:----->	\$0
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NOTE: All levies must be Certified to the Board of County Commissioners NO LATER THAN DECEMBER 15, 2022

IN ACCORDANCE WITH 39-5-128(1.5)C.R.S. THE ASSESSOR PROVIDES: HB21-1312 ASSESSED VALUE OF EXEMPT BUSINESS PERSONAL PROPERTY (ESTIMATED): **	\$33,116
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** The tax revenue lost due to this exempted value will be reimbursed to the tax entity by the County Treasurer in accordance with 39-3-119 f(3). C.R.S.

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT 2023 BUDGET MESSAGE

A. General Information and Services Provided

The Roxborough Village Metropolitan District (“District”) is a political subdivision of the State of Colorado, which was organized on July 10, 1985 in accordance with the provisions of the Colorado Special District Act, located in Title 32, Article 1 of the Colorado Revised Statutes. The District operates pursuant to a Service Plan approved by the Douglas County Board of County Commissioners on July 24, 1985. The District’s service area is located solely in Douglas County, Colorado. The District was organized to provide, and currently provides, irrigation, drainage and storm facilities, street improvements, and park and recreational facilities and services. The District is governed by a five member Board of Directors, who are elected by the eligible voters within the District (“Board”). The District has no employees; all operational and administrative functions are contracted through third-party providers and consultants.

During an election held on November 6, 2001, the District’s voters exempted the District from the revenue and spending limits imposed by Article X, Section 20 of the Colorado Constitution, commonly referred to as “TABOR”. The 2023 Budget provides for the Emergency Reserves required by TABOR. The 2023 Budget was prepared on the modified accrual basis of accounting in accordance with the requirements of C.R.S. 29-1-105, using the Board’s best estimates as to revenues to be received and expenditures to be incurred during the 2023 fiscal year. These estimates are based on expected economic conditions and the District’s expected activities in 2023. There may be differences between the adopted 2023 Budget and actual results, as events and circumstances frequently do not occur as expected, and those differences may be material.

B. Property Taxes

Property taxes are levied by the Board one year in arrears. In accordance with State law, prior to December 15, 2022 the Board certified to the Douglas County Board of County Commissioners the property taxes to be levied for the 2022 tax year. The revenue from the 2022 tax levy will be collected in 2023. The taxes are payable in full by April or, at the taxpayer’s election, in equal installments in February and June. Delinquent taxpayers are notified in August and generally sales of the tax liens on delinquent properties are held in November or December. The County Treasurer collects and remits to the District the tax revenue collected each month. The calculation of taxes levied is displayed on the Property Tax Summary Information page of the 2023 Budget using the certified mill levy imposed by the District.

C. Specific Ownership Taxes

Specific ownership taxes are set by the State and collected by the County Treasurer, primarily on vehicle licensing within the County as a whole. The specific ownership taxes are allocated by the County Treasurer to all taxing entities within the County. The 2023 Budget assumes that the District’s share of specific ownership taxes in 2023 will be approximately 8% of the total property taxes that will be collected in 2023 and deposited in the General Fund.

D. Interest Income

Interest earned on the District's available funds has been estimated based on historical interest earnings.

E. Administrative and Operating Expenditures

The Board is expecting that there will be no significant changes in the level and nature of services to be provided by the District's consultants and service providers in 2023. Estimated administrative and operating expenditures have been set at an amount the Board reasonably believes will constitute the District's total expenditures in 2023, including but not limited to: 1) management, legal, accounting, auditing, insurance, and banking services; 2) repairs to and maintenance of existing park and recreation amenities; and 3) renovation of a playground and other capital improvements that are detailed on the Capital Project Fund page of the 2023 Budget.

F. Debt and Leases

The District has no outstanding debt and no capital or operating leases.

G. County Treasurer's Fees

County Treasurer's fees have been computed at 1.5 % of property tax collections.

Submitted with this 2023 Budget Message are (1) the Certified Resolution(s) adopting the 2023 Budget and appropriating the revenues and authorizing the expenditures for 2023, and approving the certification of the District's mill levies, which the Board approved on _____, 2023; and, (2) the Certification of Mill Levies form.

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
SUMMARY
2023 BUDGET
WITH 2021 ACTUAL AND 2022 ESTIMATED
For the Years Ended and Ending December 31,**

	ACTUAL 2021	BUDGET 2022	ACTUAL 10/31/2022	ESTIMATED 2022	BUDGET 2023
BEGINNING FUND BALANCES	\$ 3,382,732	\$ 1,846,513	\$ 1,919,566	\$ 1,846,513	\$ 1,450,774
REVENUES					
Property taxes	1,709,904	1,029,247	1,029,855	1,029,247	1,003,773
Specific ownership tax	164,935	82,340	69,220	82,340	86,294
Interest income	2,568	500	6,107	7,000	5,000
Lottery proceeds (Conservation Trust)	44,258	44,000	30,378	44,000	44,000
Sports field fees	1,700	-	2,000	3,030	-
Reimbursed Expenditures	9,948	-	3,100	3,250	-
Miscellaneous income	585	2,000	9,372	10,000	-
Total revenues	<u>1,933,898</u>	<u>1,158,087</u>	<u>1,150,032</u>	<u>1,178,867</u>	<u>1,139,067</u>
TRANSFERS IN	<u>243,852</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total funds available	<u>5,560,482</u>	<u>3,004,600</u>	<u>3,069,598</u>	<u>3,025,380</u>	<u>2,589,841</u>
EXPENDITURES					
General Fund	931,279	1,189,748	1,259,481	1,508,604	1,192,043
Debt Service Fund	1,974,590	-	-	-	-
Capital Projects Fund	491,195	520,000	77,001	83,002	754,300
Total expenditures	<u>3,397,064</u>	<u>1,709,748</u>	<u>1,336,482</u>	<u>1,591,606</u>	<u>1,946,343</u>
TRANSFERS OUT	<u>(243,852)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total expenditures and transfers out requiring appropriation	<u>3,640,916</u>	<u>1,709,748</u>	<u>1,336,482</u>	<u>1,591,606</u>	<u>1,946,343</u>
ENDING FUND BALANCES	<u>\$ 1,919,566</u>	<u>\$ 1,294,852</u>	<u>\$ 1,733,116</u>	<u>\$ 1,433,774</u>	<u>\$ 643,498</u>
EMERGENCY RESERVE	<u>\$ 34,200</u>	<u>\$ 33,500</u>	<u>\$ 37,784</u>	<u>\$ 33,500</u>	<u>\$ 35,761</u>
TOTAL RESERVE	<u>\$ 34,200</u>	<u>\$ 33,500</u>	<u>\$ 28,855</u>	<u>\$ 33,500</u>	<u>\$ 33,500</u>

No assurance provided. See summary of significant assumptions.

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
PROPERTY TAX SUMMARY INFORMATION
2023 BUDGET
WITH 2021 ACTUAL AND 2022 ESTIMATED
For the Years Ended and Ending December 31,**

	ACTUAL 2021	BUDGET 2022	ACTUAL 8/31/2022	ESTIMATED 2022	BUDGET 2023
ASSESSED VALUATION - Douglas					
Residential	\$ 71,661,000	\$ 75,902,960	\$ 75,902,960	\$ 75,902,960	\$ 73,815,710
Commercial	6,198,380	6,531,820	6,531,820	6,531,820	6,531,760
Industrial	-	-	-	-	-
Natural Resources	-	-	-	-	60
State assessed	1,090,600	16,100	16,100	16,100	12,900
Vacant land	613,650	700,770	700,770	700,770	656,140
Personal property	779,360	1,875,020	1,875,020	1,875,020	1,905,610
Certified Assessed Value	<u>\$ 80,342,990</u>	<u>\$ 85,026,670</u>	<u>\$ 85,026,670</u>	<u>\$ 85,026,670</u>	<u>\$ 82,922,180</u>
MILL LEVY					
General	12.087	12.087	12.087	12.087	12.087
Debt Service	9.200	0.000	0.000	0.000	0.000
ARI					
Temporary Mill Levy Reduction					
Refunds and abatements	0.000	0.018	0.018	0.018	0.018
Total mill levy	<u>21.287</u>	<u>12.105</u>	<u>12.105</u>	<u>12.105</u>	<u>12.105</u>
PROPERTY TAXES					
General	970,903	\$ 1,027,717	1,027,727	\$ 1,027,717	\$ 1,002,280
Debt Service	739,001	\$ -	\$ -	\$ -	\$ -
ARI	-			-	
Temporary Mill Levy Reduction	-			-	
Refunds and abatements		\$ 1,530	\$ 1,530	\$ 1,530	\$ 1,493
Levied property taxes	1,709,904	1,029,248	1,029,257	1,029,248	1,003,773
Adjustments to actual/rounding					
Budgeted property taxes	<u>\$ 1,709,904</u>	<u>1,029,248</u>	<u>\$ 1,027,727</u>	<u>1,029,247</u>	<u>\$ 1,003,773</u>
BUDGETED PROPERTY TAXES					
General	\$ 970,231	\$ 1,029,248	\$ 1,027,727	\$ 1,029,247	\$ 1,003,773
Debt Service	738,490	-	-	-	-
	<u>\$ 1,708,721</u>	<u>\$ 1,029,248</u>	<u>\$ 1,027,727</u>	<u>\$ 1,029,247</u>	<u>\$ 1,003,773</u>

No assurance provided. See summary of significant assumptions.

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
GENERAL FUND
2023 BUDGET
WITH 2021 ACTUAL AND 2022 ESTIMATED
For the Years Ended and Ending December 31, 2021 & 2022**

	ACTUAL 2021	BUDGET 2022	ACTUAL 10/31/2022	ESTIMATED 2022	BUDGET 2023
BEGINNING FUND BALANCE	\$ 559,780	\$ 524,922	\$ 523,214	\$ 524,922	\$ 149,935
REVENUES					
106320 Property taxes	970,903	1,029,247	1,029,855	1,029,247	1,003,773
106340 Specific ownership tax	164,935	82,340	69,220	82,340	86,294
106360 Interest income	442	500	6,103	7,000	5,000
106500 Other revenue	-	-	9,372	10,000	-
106800 Sports field fees	1,700	-	2,000	3,030	-
106802 Miscellaneous income	585	2,000	10,702	2,000	2,000
Total revenues	1,138,565	1,114,087	1,127,252	1,133,617	1,097,067
Total funds available	1,698,345	1,639,009	1,650,466	1,658,539	1,247,002
EXPENDITURES					
General and administrative					
107000 Accounting	55,659	60,000	46,820	56,184	60,000
107020 Auditing	5,000	6,000	5,040	6,048	6,540
107200 County Treasurer's fee	14,575	15,438	15,442	16,000	16,456
107250 Directors' fees	9,000	8,000	6,330	7,596	8,720
107350 Dues and licenses	1,053	1,400	8,404	10,085	1,526
107360 Insurance and bonds	30,613	32,000	30,479	30,500	34,880
107440 District management	157,013	130,000	131,644	157,973	110,000
107460 Legal services	72,836	70,000	106,073	127,287	76,300
107480 Miscellaneous	1,599	1,500	3,177	3,812	1,635
107481 Newsletter and postage	1,758	4,000	-	-	4,360
107580 Payroll taxes	689	710	484	581	774
107581 Election expense	-	55,000	23,473	24,000	25,000
107584 Engineering	34,308	33,000	24,089	28,907	35,970
107800 Communications/website	3,045	2,000	838	1,006	2,180
107809 Community events	2,168	35,000	1,400	1,680	1,700
107600 Foothills park and recreation fees	18,883	17,500	15,645	18,774	19,075
107594 Algae control	-	5,000	-	-	5,450
107611 Annual trails maintenance	-	50,000	172,081	206,498	54,500
107801 Graffiti removal/ vandalism	2,174	3,500	4,460	5,352	3,815
107595 Landscape contract	170,530	186,700	136,678	164,014	171,335
107593 Landscape irrigation maintenance	55,049	49,500	176,874	212,249	53,995
107585 Landscape maintenance & repairs	16,947	15,000	113,561	136,273	16,350
107592 Landscape weed control	33,990	34,000	39,647	47,577	37,060
107589 Mosquito control	10,500	18,000	7,500	9,000	10,000
107702 Nonpotable water purchase usage	84,380	82,000	5,170	6,204	89,380
107620 Open space maintenance / fire mitigation	-	25,000	-	-	27,250
107599 Portable restrooms	7,102	7,000	-	-	7,630
107586 Playground repairs and maintenance	6,700	15,000	-	-	16,350
107582 General repairs and maintenance	29,126	10,000	10,584	12,700	10,900
107610 Seasonal lights	8,850	14,000	-	10,000	15,260
107802 Skate Park maintenance	-	5,000	2,650	3,180	15,000
107570 Security	171	-	201	241	263
107596 Snow removal	38,790	50,000	41,098	49,318	54,500
107597 Tree maintenance	44,325	93,500	63,682	76,418	101,915
107808 Tree spraying	-	40,000	6,313	7,576	-
107601 Traffic and safety control	-	-	-	-	-
107701 Utilities	14,446	15,000	54,236	65,083	16,350
68090 Pond Maintenance	-	-	5,050	6,059	6,059
52000 Computer & Software Expenses	-	-	344	413	425
58200 Banking & Credit Card Fees	-	-	15	18	-
107890 Contingency	-	48,752	-	-	53,140
Total expenditures	931,279	1,189,748	1,259,481	1,508,604	1,192,043
TRANSFERS OUT					
107900 Transfers to other funds	(243,852)	-	4	-	-
Total expenditures and transfers out requiring appropriation	1,175,131	1,189,748	1,259,477	1,508,604	1,192,043
ENDING FUND BALANCE	\$ 523,214	\$ 449,261	\$ 390,989	\$ 149,935	\$ 54,959
EMERGENCY RESERVE	\$ 34,200	\$ 33,500	\$ 37,784	\$ 33,500	\$ 35,761
TOTAL RESERVE	\$ 34,200	\$ 33,500	\$ 28,855	\$ 33,500	\$ 35,761

No assurance provided. See summary of significant assumptions.

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
CAPITAL PROJECTS FUND
2023 BUDGET
WITH 2021 ACTUAL AND 2022 ESTIMATED
For the Years Ended and Ending December 31**

	Months Compl		10		
	ACTUAL 2021	BUDGET 2022	ACTUAL 10/31/2022	ESTIMATED 2022	BUDGET 2023
BEGINNING FUND BALANCE	\$ 1,593,341	\$ 1,321,591	\$ 1,396,352	\$ 1,321,591	\$ 1,300,839
REVENUES					
306347 Lottery proceeds	44,258	44,000	30,378	44,000	44,000
106360 Interest income	-	-	12,594	15,000	-
Reimbursed expenditures	9,948	-	3,100	3,250	-
Total revenues	<u>54,206</u>	<u>44,000</u>	<u>46,072</u>	<u>62,250</u>	<u>44,000</u>
TRANSFERS IN					
306900 Transfers from other funds	<u>240,000</u>	-	-	-	-
Total funds available	<u>1,887,547</u>	<u>1,365,591</u>	<u>1,442,424</u>	<u>1,383,841</u>	<u>1,344,839</u>
EXPENDITURES					
General and Administrative					
307000 Accounting	2,188	3,500	2,161	2,593	3,815
307890 Contingency	-	55,700	-	-	60,713
307440 District management	76,243	47,800	5,485	6,582	52,102
307584 Engineering	3,332	-	1,004	1,204	-
307460 Legal services	14,415	25,000	4,420	5,304	27,250
307480 Miscellaneous	-	-	-	-	-
Capital Projects					
307867 New playground	-	100,000	4,000	4,000	350,000
30786E Monument sign	-	70,000	-	-	-
30786E Plant nursery	-	45,000	14,172	14,172	10,000
307615 Baseball field improvements	17,750	5,000	-	-	-
307805 Irrigation upgrades/replacement	84,280	-	-	-	100,000
307807 Trails/bike path	-	55,000	-	-	59,950
307858 Spillway / embankment	164,901	30,000	28,825	28,825	-
307859 Water rights enhancements	17,317	33,000	-	-	35,970
307862 Master plan	110,769	50,000	16,935	20,322	54,500
Capital outlay					
Total expenditures	<u>491,195</u>	<u>520,000</u>	<u>77,001</u>	<u>83,002</u>	<u>754,300</u>
Total expenditures and transfers out requiring appropriation	<u>491,195</u>	<u>520,000</u>	<u>77,001</u>	<u>83,002</u>	<u>754,300</u>
ENDING FUND BALANCE	<u>\$ 1,396,352</u>	<u>\$ 845,591</u>	<u>\$ 1,365,423</u>	<u>\$ 1,300,839</u>	<u>\$ 590,539</u>

No assurance provided. See summary of significant assumptions.

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
DEBT SERVICE FUND
2023 BUDGET
WITH 2021 ACTUAL AND 2022 ESTIMATED
For the Years Ended and Ending December 31,**

	ACTUAL 2021	BUDGET 2022	ACTUAL 8/31/2022	ESTIMATED 2023	BUDGET 2022
BEGINNING FUND BALANCE	\$ 1,229,611	\$ -	\$ -	\$ -	\$ -
REVENUES					
206320 Property taxes	739,001	-	-	-	-
206360 Interest income	2,126	-	4	-	-
Total revenues	<u>741,127</u>	<u>-</u>	<u>4</u>	<u>-</u>	<u>-</u>
TRANSFERS IN					
206900 Transfers from other funds	<u>3,852</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total funds available	<u>1,974,590</u>	<u>-</u>	<u>4</u>	<u>-</u>	<u>-</u>
EXPENDITURES					
207825 Bond interest - Series 1993	45,704	-	-	-	-
207826 Bond interest - Series 2014	29,537	-	-	-	-
207833 Bond principal - Series 1993	429,555	-	-	-	-
207830 Bond principal - Series 2014	1,455,000	-	-	-	-
207200 County Treasurer's fee	11,094	-	-	-	-
207890 Contingency	-	-	-	-	-
207591 Paying agent fees	3,700	-	-	-	-
Total expenditures	<u>1,974,590</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total expenditures and transfers out requiring appropriation	<u>1,974,590</u>	<u>-</u>	<u>(4)</u>	<u>-</u>	<u>-</u>
ENDING FUND BALANCE	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

No assurance provided. See summary of significant assumptions.

	Balance at	Reductions		Balance at
	December 31, 2019	2020	2021	December 31, 2021
General Obligation Bonds				
Series 1993B - Principal Only	\$ 1,329,560	\$ 900,000	\$ 429,560	\$ -
Series 2014	2,330,000	875,000	1,455,000	-
Total	<u>\$ 3,659,560</u>	<u>\$1,775,000</u>	<u>\$1,884,560</u>	<u>\$ -</u>

Developer Advance				
Principal	209,734	-	-	209,734
Interest	71,539	12,584	-	84,123
Total	<u>\$ 7,600,393</u>	<u>\$3,562,584</u>	<u>\$3,769,120</u>	<u>\$ 293,857</u>

	Balance at			Balance at
	December 31, 2020	Additions	Reductions	December 31, 2021
General Obligation Bonds				
Series 1993B - Principal Only	\$ -	\$ -	\$ 429,560	\$ (429,560)
Series 2014	-	-	1,455,000	(1,455,000)
Developer Advance				
Principal	209,734	-	-	209,734
Interest	84,123	12,584	-	96,707
Total	<u>\$ 293,857</u>	<u>\$ 12,584</u>	<u>\$1,884,560</u>	<u>\$ (1,578,119)</u>

RESOLUTION NO. 2022-11-__
A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
TO ADOPT THE 2023 BUDGET AND APPROPRIATE SUMS OF MONEY

WHEREAS, the Board of Directors of the Roxborough Village Metropolitan District (“District”) has appointed the District Accountant to prepare and submit a proposed 2023 budget to the Board at the proper time; and

WHEREAS, the District Accountant has submitted a proposed budget to this Board on or before October 15, 2022, for its consideration; and

WHEREAS, upon due and proper notice, published or posted in accordance with the law, said proposed budget was open for inspection by the public at a designated place, a public hearing was held on November 22, 2022, and interested electors were given the opportunity to file or register any objections to said proposed budget; and

WHEREAS, the budget has been prepared to comply with all terms, limitations and exemptions, including, but not limited to, reserve transfers and expenditure exemptions, under Article X, Section 20 of the Colorado Constitution ("TABOR") and other laws or obligations which are applicable to or binding upon the District; and

WHEREAS, whatever increases may have been made in the expenditures, like increases were added to the revenues so that the budget remains in balance, as required by law.

WHEREAS, the Board of Directors of the District has made provisions therein for revenues in an amount equal to or greater than the total proposed expenditures as set forth in said budget; and

WHEREAS, it is not only required by law, but also necessary to appropriate the revenues provided in the budget to and for the purposes described below, as more fully set forth in the budget, including any interfund transfers listed therein, so as not to impair the operations of the District.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Roxborough Village Metropolitan District:

1. That the budget as submitted, amended, and summarized by fund, hereby is approved and adopted as the budget of the Roxborough Village Metropolitan District for the 2023 fiscal year.
2. That the budget, as hereby approved and adopted, shall be certified by the Secretary of the District to all appropriate agencies and is made a part of the public records of the District.

3. That the sums set forth as the total expenditures of each fund in the budget attached hereto as **EXHIBIT A** and incorporated herein by reference are hereby appropriated from the revenues of each fund, within each fund, for the purposes stated.

ADOPTED this 22th day of November, 2022.

Secretary

EXHIBIT A
(Budget)

I, Peggy Ripko, hereby certify that I am the duly appointed Secretary of the Roxborough Village Metropolitan District, and that the foregoing is a true and correct copy of the budget for the budget year 2023, duly adopted at a meeting of the Board of Directors of the Roxborough Village Metropolitan District held on November 22, 2022.

By: _____
Secretary

RESOLUTION NO. 2022-11-___
A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
TO SET MILL LEVIES

WHEREAS, the Board of Directors of the Roxborough Village Metropolitan District (“District”) has adopted the 2023 annual budget in accordance with the Local Government Budget Law on November 22, 2022; and

WHEREAS, the adopted budget is attached to the Resolution of the Board of Directors to Adopt the 2023 Budget and Appropriate Sums of Money, and such budget is incorporated herein by this reference; and

WHEREAS, the amount of money necessary to balance the budget for general fund expenses from property tax revenue is identified in the budget; and

WHEREAS, the amount of money necessary to balance the budget for debt service fund expenses from property tax revenue is identified in the budget; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Roxborough Village Metropolitan District:

1. That for the purposes of meeting all general fund expenses of the District during the 2023 budget year, the District determined to levy mills upon each dollar of the total valuation for assessment of all taxable property within the District, as set forth in the budget, to raise the required revenue.

2. That for the purposes of meeting all debt service fund expenses of the District during the 2023 budget year, the District determined to levy mills upon each dollar of the total valuation for assessment of all taxable property within the District, as set forth in the budget, to raise the required revenue.

3. That the District Accountant of the District is hereby authorized and directed to immediately certify to the County Commissioners of Douglas County, Colorado, the mill levies for the District as set forth in the District’s Certification of Tax Levies (attached hereto as **EXHIBIT A** and incorporated herein by reference), recalculated as needed upon receipt of the final certification of valuation from the County Assessor in order to comply with any applicable revenue and other budgetary limits.

ADOPTED this 22th day of November, 2022.

Secretary

EXHIBIT A
(Certification of Tax Levies)

**AGREEMENT FOR
LANDSCAPE MAINTENANCE SERVICES**

This Agreement for Landscape Maintenance Services ("**Agreement**"), effective the 1st day of November, 2022 ("**Effective Date**") is entered into by and between Roxborough Village Metropolitan District, a political subdivision of the State of Colorado ("**District**"), and Consolidated Divisions, Inc., a Colorado corporation d/b/a CDI Environmental Contractor ("**CDI**"). The District and CDI are referred to collectively as the "**Parties**" or individually as a "**Party**".

**ARTICLE I
SERVICES AND COMPENSATION**

Section 1.1 Services and Compensation:

(a) Services: The District retains CDI to perform, and CDI agrees to perform, maintenance, care and repair of certain landscaped areas described in the Scope of Services attached as Attachment 1, including Exhibits A, B and C to Attachment 1, which are incorporated by reference and made a part of this Agreement (collectively, the "**Services**"). Additional services beyond those set out in Attachment 1, if requested, shall be provided only when authorized in writing by the District. To the extent any provision of this Agreement and Attachment 1 conflict, directly or indirectly, the provisions of this Agreement shall prevail.

(b) Attendance at Board Meetings and Reports to District Manager: CDI shall attend the regular meetings of the District's Board of Directors ("**Board**"). CDI shall submit a summary report of all activities for the prior month and anticipated activities for the coming month to the District Manager in a format determined by the Board. The summary report, and any proposed agenda items that CDI deems appropriate or necessary for inclusion for an upcoming Board meeting, shall be submitted to the District Manager in sufficient time to be included in the monthly Board packet prepared by the District Manager.

(c) Quality Assurance: CDI shall provide a schedule of all maintenance related activities planned during the Services period, with notations of season requirements. CDI shall submit with the maintenance schedule all product data for materials, such as fertilizers, pesticides, etc. In order to expedite minor but necessary work and repairs that are not a part of the base contract, CDI may be authorized to spend an agreed upon maximum amount of money per incident without prior authorization. All larger repairs or maintenance items shall be brought to the attention of the District Manager for review and may require Board approval.

(d) Commencement Date: CDI shall commence performance of the Services on the Effective Date and will thereafter continually and diligently perform the Standard Landscape Services and the Special Services requested by the District until this Agreement is terminated or expires, whichever occurs first.

(e) Communication: CDI will notify the District prior to each Service listed in Exhibit B with a scheduled date the Service will be performed, along with any pertinent information related to

such Service. A checklist of the Services listed in Exhibit B shall be provided in CDI's monthly report showing what Services have been completed and what Services have yet to be rendered.

Section 1.2 Compensation: In consideration of CDI's satisfactory performance and completion of the Services, the District shall pay CDI the compensation described in Attachment 2, which is incorporated by reference and made a part of this Agreement.

Section 1.3 Payment:

(a) Request for Payment: CDI shall submit to the District Manager, by the second Tuesday of the month, a standard pay request form setting forth the monthly scheduled payment in accordance with Attachment 2, and a report detailing the following ("**Request for Payment**"):

- (i) Services performed during the previous month, including but not limited to:
 - A. Locations;
 - B. Time and rate per hour of each employee (if applicable);
 - C. Quantities of materials used in the work performed (if applicable);
 - D. Reason for work performance;
 - E. Detail of problems encountered and corrective action taken or proposed to be taken;
 - F. Work Orders recommended to be performed in the future and the reason the work is recommended; and,
 - G. Services performed during the previous month pursuant to an approved Work Order with supporting documentation.

- (ii) Maintenance inspection report discussing (but not limited to) the following:
 - A. Safety conditions;
 - B. Appearance; and,
 - C. Follow up items for the preceding month.

Any failure to timely provide the foregoing Request for Payment, with all of the required information, may delay payment up to the next monthly Board meeting and may constitute a breach of this Agreement.

(b) Payment Procedure: The District will make payment to CDI for work satisfactorily completed within thirty (30) days after a Request for Payment is submitted by CDI. Late fees, penalties, and interest will not be charged against any disputed amount the District does not pay by the date owed. CDI has the right to stop work, and shall notify the District of such action, if the District does not pay any undisputed portion, or all, of a Request for Payment in full within thirty (30) days of the District receiving the Request for Payment. If CDI stops work, it shall have no obligation to maintain, care for, or provide any Services to the landscape maintenance areas.

(c) Chatfield Farms: All Requests for Payment shall separately identify the cost of any Services performed within the Chatfield Farms areas shown on Attachment 1.

(d) Special Services: If CDI is directed to perform any Special Services, CDI shall submit invoices for all Special Services to the District Manager within thirty (30) days of performing the

work.

(e) Tax Exempt Status: The District is exempt from Colorado state and local sales and use taxes. CDI's invoices shall not include any sums for such taxes.

Section 1.4 Set-Off: In addition to any other rights the District has under this Agreement or in law or equity for indemnity or other reimbursement, recoupment, or payment by CDI, CDI agrees that the District is entitled to set-off any amounts it may owe CDI under this Agreement against such claims for indemnity or other reimbursement, recoupment, or payment.

Section 1.5 Non-Appropriation: The District's direct and indirect financial obligations under this Agreement are subject to annual appropriation by the Board. If the Board does not appropriate funds beyond the current calendar year, this Agreement shall automatically terminate with no further obligation whatsoever to CDI.

ARTICLE II TERM AND TERMINATION

Section 2.1 Term: The term of this Agreement shall begin on the Effective Date and shall continue through December 31, 2023 ("**Term**"). This Agreement may be terminated in accordance with Section 2.2, below, or as elsewhere provided in this Agreement.

Section 2.2 Termination:

(a) Termination by CDI: CDI may terminate this Agreement: (i) if the District fails to pay an undisputed amount owed within fifteen (15) work days of receiving CDI's written notice that the undisputed amount has not been paid; or, (ii) upon thirty (30) work days prior written notice to the District for any other reason.

(b) Termination by the District: The District may terminate this Agreement: (i) upon fifteen (15) work days written notice to CDI that it has breached this Agreement, if CDI fails to cure, or take substantial steps to cure, such breach within the fifteen (15) day period; or, (ii) upon thirty (30) work days prior written notice to CDI for any other reason.

(c) Effect of Termination: In the event of termination, the District will pay CDI for the prorated portion of the Services satisfactorily performed to the date of termination, subject to the District's right of set-off pursuant to Section 1.4 above and the District's right of non-appropriation pursuant to Section 1.5 above.

ARTICLE III GENERAL SERVICES PROVISIONS

Section 3.1 Professional Standards: CDI will perform the Services in accordance with the generally accepted standards of care, skill, diligence and professional competence applicable to contractors engaged in providing similar services at the time and place that CDI's Services are

rendered. Except as otherwise expressly stated herein, CDI shall, at its cost, be solely responsible for repairing any damage caused by CDI or one or more of the CDI Parties (defined below).

Section 3.2 Compliance with Applicable Law: CDI will, at its own expense, comply with all federal, state, and local laws, statutes, ordinances, rules, codes, regulation, requirements, guidelines, court rulings and orders of all governmental authorities applicable to this Agreement and the Services performed by CDI, including but not limited to, employee safety (collectively “*Applicable Law*”).

Section 3.3 Personnel: CDI represents that all of its employees and the CDI Parties (defined below) have received the information, instructions, and training required to provide the Services, including training to prevent harm to such personnel, residents, and members of the public who may be in the vicinity.

Section 3.4 Licenses: CDI and all of its employees and CDI Parties (defined below) performing work that requires licensing shall be licensed to the extent required by all Applicable Law and will, at CDI’s cost, maintain such licensing throughout the period this Agreement is in effect. Such licenses include any requirements set forth by the State of Colorado and the Environmental Protection Agency.

Section 3.5 Mechanics’ and Materialmen’s Liens; Verified Statement of Claim: CDI shall make timely payments to CDI’s employees, CDI Parties (defined below), vendors, and/or suppliers. As a political subdivision of the State, the District’s property is not subject to liens; however, property the District manages may be subject to certain liens, and CDI shall be responsible for satisfaction of any liens and encumbrances that are filed or asserted against the District and/or such property that arise from or are the result of the Services CDI performs. In addition, CDI shall promptly resolve any verified statement of claim filed with the District by a subcontractor, vendor, or supplier claiming CDI has failed to pay amounts due for services, labor or materials provided to CDI in the performance of its Services.

Section 3.6 Hours of Operation – Power Equipment: CDI shall not use power equipment within one hundred (100) yards of any residence prior to 7:00 a.m. during the week (Monday through Friday) or prior to 8:00 a.m. on weekends (Saturday and Sunday) or on State observed holidays.

Section 3.7 Operation of Motorized Vehicles or Equipment: The operation of vehicles and equipment on or through parks and open space owned or maintained by the District is restricted to vehicles or equipment that is required for CDI to perform Services for the District. Other than mowing equipment, vehicles shall use paved surfaces as much as practicable. Except for emergencies, vehicles and equipment shall not be on unpaved surfaces when the ground is soggy. If CDI requires vehicles to drive off paved surfaces, CDI must receive special permission in writing from the District. CDI’s vehicles and motorized equipment shall at all times yield to pedestrians and cyclists in parks and open space.

Section 3.8 Mowing Equipment: To prevent the spread of diseases, pests, and weeds, all mowing equipment shall be cleaned, including the underside of the mowing deck, prior to use within the District.

Section 3.9 CDI Water: All water required for application of fertilizers, weed control products, and any other products requiring water for application to the property shall be provided at no cost to CDI. The District Manager will designate the location(s) at which CDI may obtain water.

**ARTICLE IV
INDEMNIFICATION AND CONFIDENTIALITY**

Section 4.1 Indemnification: CDI shall indemnify and defend the District and its directors, officers, and agents (collectively, the “*District Parties*”) against all claims, damages, and liability arising out of any intentional, reckless, grossly negligent, or negligent act or omission by CDI or its employees, subcontractors, agents, or any other individual or entity that provides labor, equipment, supplies, materials or other services on behalf of CDI (collectively, the “**CDI Parties**”) that arise from or in any manner relate to CDI’s or the CDI Parties’ performance of the Services, or from the violation of, or failure of CDI or any of the CDI Parties to comply with, any Applicable Law. The District shall have the right to select legal counsel to represent it, notwithstanding CDI’s obligation to pay the reasonable attorneys’ fees, costs, and expenses of the District’s legal counsel.

Section 4.2 Communications and Confidentiality: CDI will hold the information supplied by the District in confidence and will not disclose it to any other person or entity, unless (a) the District authorizes it to do so; (b) it is published or released by the District; (c) it becomes publicly known or available other than through disclosure by CDI; or, (d) disclosure is required by Applicable Law. This confidentiality provision does not prohibit CDI from disclosing District information to one or more of the CDI Parties if necessary to provide the Services. Any of the CDI Parties shall be subject to the same restrictions on the use and disclosure of District information as apply to CDI.

**ARTICLE V
CDI’S INSURANCE**

Section 5.1 Coverages: CDI will, at its sole cost and expense, maintain in effect at all times during the Term, the following insurance coverages with limits of not less than those set forth below. CDI further agrees to maintain and supply documentation of any additional public liability or property damage insurance that may be required by the State of Colorado during the Term.

(a) Employee Insurance:

Coverage	Minimum Amounts and Limits
Worker’s Compensation	\$500,000 (or as required by Colorado law)
Employer’s Liability	\$1,000,000 (or as required by Colorado law)

This policy will include a waiver of subrogation in favor of the District Parties.

(b) Liability Insurance:

Coverage	Minimum Amounts and Limits
General Liability	\$1,000,000 combined single limits per occurrence with respect to each location (Occurrence Basis)

This policy will contain an endorsement including the District Parties as “additional insureds”. It also will contain cross-liability and severability of interest endorsements, a waiver of subrogation in favor of the District Parties, and an aggregate per location endorsement.

(c) Vehicle Insurance:

Coverage	Minimum Amounts and Limits
Business Vehicle Liability	\$1,000,000 combined single limits per occurrence (Occurrence Basis) with respect to each location.

This policy will be a standard form written to cover all owned, hired and non-own vehicles owned or operated by CDI or one or more of the CDI Parties. This policy will contain an endorsement including the District Parties as “additional insureds”. It also will contain a waiver of subrogation in favor of the District Parties, and an aggregate per location endorsement.

(d) Umbrella Liability Insurance:

Coverage	Minimum Amounts and Limits
Bodily Injury/Property Damage	\$5,000,000 per occurrence (Occurrence Basis) \$5,000,000 aggregate

This policy will be written on an umbrella basis above the liability and vehicle insurance coverages described above. This policy will contain an endorsement including the District Parties as “additional insureds”. It also will contain subrogation in favor of the District Parties.

Section 5.2 Policies: All policies will be issued by carriers having ratings of Best’s Insurance Guide A/VIII and/or Standard & Poor Insurance Solvency Review A-, or better, and admitted to engage in the business of insurance in the State of Colorado. All policies must be endorsed to be primary, with the policies of all District Parties being excess, secondary and non-contributing. All policies shall contain a provision that states that they cannot be canceled, non-renewed or materially modified without 30 days prior written notice by insurance carrier(s) to the District Manager.

Section 5.3 Evidence of Coverage: Evidence of the insurance coverage required to be maintained by CDI under this Article V, represented by certificates of insurance issued by the insurance carrier(s), must specify the additional insured status as well as the waivers of subrogation. Such certificates of insurance shall state the amounts of all deductibles and self-insured retentions and

that the District Manager will be notified in writing thirty (30) days prior to cancellation, material change or non-renewal of insurance. Upon request, CDI will provide to the District Manager a certified copy of any or all insurance policies or endorsements required by this Agreement. CDI shall provide the District Manager with copies of the certificates evidencing that the District has been added as an additional insured under the various insurance policies which CDI is required to carry.

ARTICLE VI MISCELLANEOUS

Section 6.1 Independent Contractor: CDI's status shall at all times be that of an independent contractor. Under no circumstances shall CDI or its personnel be considered a District employee. CDI will provide and have complete control over all materials, equipment, and labor CDI deems necessary to perform the Services. Except as necessary to ensure the Services are performed in accordance with the District's requirements and expectations, the District will have no control or supervision over the hours CDI's personnel work or the manner in which CDI performs the Services. The District's only concern is with the results of CDI's Services. The District has the right to reject any work that does not meet the District's standards. CDI will not be paid for any costs CDI incurs, or time CDI spends, correcting substandard work.

CDI UNDERSTANDS AND AGREES: (A) CDI AND ITS EMPLOYEES ARE NOT ENTITLED TO WORKERS' COMPENSATION OR UNEMPLOYMENT COMPENSATION INSURANCE BENEFITS, UNLESS WORKERS' COMPENSATION OR UNEMPLOYMENT COMPENSATION COVERAGE IS PROVIDED BY CDI OR SOME ENTITY OTHER THAN THE DISTRICT; AND (B) CDI IS OBLIGATED TO PAY FEDERAL, STATE, AND LOCAL INCOME TAX ON ANY MONEYS PAID PURSUANT TO THIS AGREEMENT. THE DISTRICT WILL NOT MAKE FEDERAL, STATE, AND LOCAL WITHHOLDINGS AND WILL NOT PROVIDE WORKERS' COMPENSATION OR UNEMPLOYMENT COMPENSATION INSURANCE.

CDI certifies that 84-1298847 (must be inserted by CDI) is CDI's correct Federal Taxpayer Identification Number. By signing this Agreement, CDI certifies that it assumes full responsibility for the payment of all contributions, payroll taxes, income taxes, withholdings, and backup withholdings or assessments under federal, state, and local law. The District will only provide CDI with, and will file, an IRS Form 1099 in compliance with federal, state, and local law.

Section 6.2 Notice: Any notice required or permitted under this Agreement shall be in writing and hand-delivered or sent by certified/registered mail, return receipt requested, to the address below, or at another address previously furnished in writing to the other Party pursuant to this Section. A notice sent by certified/registered mail is deemed given when received, or 3 business days after the date sent, if not accepted by the Party to whom it was sent, whichever is earlier.

Roxborough Village Metropolitan District
Attn: Peggy Ripko, District Manager
Special District Management Services, Inc.
141 Union Boulevard, Suite 150

CDI Environmental Contractor
Attn: Zacc Wair
5585 Airport Rd
Sedalia, CO 80135

Lakewood, CO 80228-1898

Section 6.3 Governmental Immunity: This Agreement is not intended, and shall not be construed, as a waiver of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by, the District and its current or past directors, officers and agents under federal or state law, including but not limited to, the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

Section 6.4 Governing Law; Jurisdiction and Venue; Attorneys' Fees: This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Colorado. Jurisdiction and venue for any civil action shall lie exclusively in the District Court for Douglas County. Prior to either Party commencing a civil action, the Parties shall participate in non-binding mediation through the American Arbitration Association in Denver, Colorado. If the Parties are unable to resolve their dispute within forty-five (45) days of a Party notifying the other Party in writing of its request for mediation, either Party may commence a civil action. In any civil action arising from or relating to this Agreement and/or the Services, the prevailing Party shall be awarded its reasonable attorneys' fees, costs and expenses, including its reasonable attorneys' fees, costs and expenses incurred in collecting or executing upon any judgment, order or award.

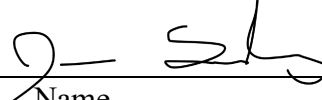
Section 6.5 Additional Provisions: This Agreement is the entire agreement between the Parties as to the subject matter herein, and there are no oral or collateral agreements or understandings. This Agreement may only be amended by a document signed by the Parties. Course of dealing, no matter how long it may continue, shall not constitute an amendment to this Agreement. If any provision is held invalid or unenforceable, all other provisions shall continue in full force and effect. Waiver of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach of this Agreement. This Agreement is not assignable. This Agreement is not intended to, and shall not, confer rights on any person or entity not named as a Party to this Agreement.

IN WITNESS WHEREOF, the Parties have signed this Agreement.

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT, a political subdivision of the State of Colorado

CONSOLIDATED DIVISIONS, INC., a Colorado Corporation d/b/a CDI Environmental Contractor

By: _____
Matthew Hart, Board President

By:  _____ Sr Director of Information Systems
Name Title

Date: _____

Date: 11/08/22 _____

ATTACHMENT 1 SCOPE OF SERVICES

CDI shall provide the landscape services set forth in this Scope of Services within the landscaped areas shown on Exhibit A to this Attachment 1. Special landscape services are described in Article III, below. If there is a conflict between the Standard Landscaping Services (Article II) and/or the Special Landscaping Services (Article III) and CDI's General Representations (Article I), the Standard Landscaping Services and/or the Special Landscaping Services, as applicable, shall control.

ARTICLE I CDI's GENERAL REPRESENTATIONS



Maintenance - Quality Plan

Property Name: Roxborough Village Metro District
Focus Area: *Maintenance*

1. Maintenance QUALITY PLAN PURPOSE

Roxborough Village Metro District is classified by CDI as a HIGH PRIORITY site.

Attention to Detail – You expressed your need to have the association look aesthetically pleasing and maintained throughout the season at a high standard. We understand that Roxborough Village is a premier community, and the landscaping needs to reflect that image. Lack of focus in highly visible areas shows an unkempt look and can reflect negatively upon the association. In order to provide thoroughness and quality in all aspects of our service, CDI plans for such detailing of a property that is often overlooked due to lack of proper planning and adequate/trained resources. Our approach will be to have the same crew performing the work week after week throughout the season; providing you familiarity with the crew and ensuring timeliness and consistent quality of work completed. This planning includes utilizing proven tools for mapping out and allocating time and manpower for these activities to be completed as scheduled. Weekly quality assurance programs will ensure the community is maintained consistently. .

2. QUALITY MANAGEMENT METHOD

2.1 Quality Standards

A leading cause of frustrations with landscape maintenance is when a contractor does not provide consistent services in a timely manner. When your time is spent "babysitting" your contractor, you are taken away from other more important responsibilities. In this proposal, we have provided a tailored Landscape Plan for Roxborough Village which outlines the services to be provided and the frequency of when these services are scheduled to be performed. This information provided in the Landscape Plan sets the expectations and allows you to communicate from a position of knowledge when corresponding with the Board and/or when you receive calls from homeowners.

2.2 Quality Equipment

Qualified as a HIGH PRIORITY account, Roxborough Village will be assigned all CDI-owned equipment. As needs change and we become accustomed to the property we can adjust as necessary as well.

2.3 Account Manager Responsibilities

Proactive communication is important and something you expect from your contractor. “Doing what you say, when you say you are going to do it”, is simply following through on commitments. It shouldn’t be your responsibility to bring issues/concerns to the attention of the landscape maintenance provider. With CDI, you will have multiple sets of eyes, at various times each week, watching over the property to identify and anticipate concerns and potential problems. Your dedicated Account Manager and single point of contact will ensure that you receive focused, proactive, and solution-driven communication pertaining to changing conditions of the campus. Whether it be conducting site walks and/or providing status reports, we will work with you to develop the most appropriate communication method(s) to convey pertinent information on what has/has not/will be transpiring on the property.

ARTICLE II STANDARD LANDSCAPING SERVICES

Section 1 Standard Landscape Services: The frequency and/or number of times per year that CDI is to provide the Standard Landscape Services are set forth in Exhibit B. A map depicting the areas to provide the Standard Landscape Services is shown in Exhibit C (the “*Landscape Maintenance Map*”).

(a) Irrigated Turf: Turf care consists of mowing, irrigation, fertilization, and herbicide application to maintain healthy turf at all times.

(b) Mowing of Irrigated Turf Areas: Irrigated turf areas shall be mowed as necessary to maintain a turf height of approximately $2\frac{3}{4}$ - $3\frac{3}{4}$ inches during the growing season. Mowing equipment and patterns shall be employed to permit recycling of clippings where possible. Excess clippings shall be removed from sidewalks and drives. Blades on all equipment shall be sharp to prevent tearing of the grass blades. Drought conditions may necessitate less frequent mowing. All clippings shall be collected and disposed of properly and/or blown from sidewalks in irrigated turf areas to maintain a well-groomed appearance. Mowing shall not be performed when the ground is soggy to avoid compaction, rutting, and removal of the grass.

(c) Trimming: All irrigated turf areas shall be trimmed after each mowing to provide a well-groomed appearance. This shall include all fence lines and vertical elements.

(d) Edging: During the mowing season, edging shall be performed along all sidewalks, walkways, drainage ways, streets, curbs and planting beds to maintain a well-groomed appearance. Such edging shall be performed at least bi-weekly in irrigated turf areas during the mowing season. Should more frequent edging be required to maintain a well-groomed appearance, CDI shall provide a written proposal for such additional edging to the District Manager. All clippings shall be collected and disposed of properly and/or blown from sidewalks to maintain a well-groomed appearance.

(e) Fertilization: Irrigated turf areas shall be fertilized with a high quality, well-balanced fertilizer three (3) times each season. Only non-phosphorus fertilizer shall be used. The first application shall consist of $\frac{1}{2}$ pound of nitrogen per 1,000 square feet, at least 40% of which shall be slow-release nitrogen. This first application shall contain a pre-emergent herbicide to control annual grassy weeds. Each subsequent application shall be 1 pound of nitrogen per 1,000 square feet, at least 40% of which shall be slow-release nitrogen and shall also contain at least 1% iron. All fertilizer shall be blown into turf areas from sidewalks to minimize staining; fertilizer shall not be blown into streets or gutters. Both the first and third fertilization shall occur as specified under the aeration section with the second occurring at some midpoint between the first and third application.

(f) Integrated Pest Management: If requested, CDI shall assist the District to develop policies to apply the principles of Integrated Pest Management (IPM). This includes information on modifications and additions to the prevention strategy and schedule of regular cleaning and maintenance; regular monitoring to detect problems early; choosing the most effective options with the least risk to people and the environment; using biological methods that will result in long-

term solutions; and minimizing the use of pesticides and insecticides. CDI shall attempt to alert the District of all effective alternatives to chemical applications available.

(g) Weed Control: CDI shall spray all irrigated turf with a broad-spectrum broadleaf herbicide three (3) times per season with follow-up spot application as required. Prior to such application, CDI shall submit the proposed herbicide to the District for approval. Application of pre-emergent herbicide shall be completed before May 1 of each year; second and third applications of pre-emergent or application of post-emergent control of broadleaf weeds shall occur late June to first week of July and again late August to first week of September of each year. CDI shall perform manual removal of weeds on a weekly basis as needed.

(h) Aeration: CDI shall aerate all irrigated turf areas to open the turf for fertilizer, air, and water two (2) times each year. The first aeration shall be completed before the first fertilization and shall be done within one (1) week of the irrigation system being turned on in the spring. The second aeration shall occur at a minimum, two (2) weeks prior to the irrigation system being shut down for the year. Irrigated turf areas will be watered thoroughly prior to aeration and fertilized immediately thereafter with an appropriate fertilizer, as specified in the Fertilization section. CDI shall use only a closed coring tine. Prior to aeration, CDI shall flag all sprinkler heads and valve boxes to minimize damage. Plugs shall be left on irrigated turf areas to assist in breaking down thatch.

(i) Leaf Removal: In irrigated turf areas, CDI will collect and remove large accumulations of leaves during the month of November or after 90% leaf drop. Timing of collection and removal shall be weather dependent.

(j) Unusual Conditions: Whenever CDI observes any condition which CDI believes may be detrimental to healthy turf growth, such conditions shall be immediately reported to the District Manager along with a recommended corrective action.

Section 2 Non-Irrigated Turf and Native Grass Care: All mowing of non-irrigated turf and native grasses shall be coordinated with the District's herbicide contractor.

(a) Trails Through Non-Irrigated Turf and Native Grass Areas: Non-irrigated turf and native grass areas on either side of trails shall be mowed to a width of four feet (4'). These mowing strips are defined as beauty-bands and are depicted in Exhibit C. The beauty-bands shall be mowed to four inches (4") when the majority of grasses in the bands have exceeded seven inches (7"). All clippings shall be collected and disposed of properly and/or blown from sidewalks to maintain a well-groomed appearance.

(b) Fence Lines: All fence lines depicted in Exhibit C shall be mowed to a width of eight feet (8') and trimmed for wildfire mitigation purposes. Fence lines shall be mowed to a height of four inches (4") when the grasses have started drying out after the spring growing season. Additional mowing shall be performed whenever grasses over seven inches (7") have started to dry out. If the distance from a fence line to a path or to a road is under twenty feet (20'), the fence line mowing should be widened to meet the mowed beauty-band to avoid leaving narrow strips of tall grass.

(c) Mowing of Non-Irrigated Turf and Native Grass Areas: Non-irrigated turf and native grass areas, as identified in Exhibit C, shall be mowed once per year, or as necessary at the discretion of the Board. The annual mowing shall occur in late winter or early spring except for (i) the sledding hill which shall be mowed once in late summer or early fall before any snowfall and for (ii) the east side of the upper parking lot, which shall be mowed based on the same criteria and frequency as beauty-bands. Mowing shall not be performed when the ground is soggy to avoid compaction, rutting, and removal of the grass. Only native areas designated in the maintenance plan map shall be mowed; not all native areas throughout the District will be mowed. All clippings shall be collected and disposed of properly and/or blown from sidewalks to maintain a well-groomed appearance.

Section 3 Tree and Shrub Care in Landscaped Areas: CDI shall familiarize themselves with the numbers, locations, and types of trees and shrubs within the District. Tree and shrub care shall maintain and promote healthy growing conditions and shall include pruning, wound repair, fertilization, insect control, disease control, and other maintenance measures as necessary. The maximum overall tree/shrub height for pruning and removal shall be ten feet (10') or $\frac{1}{3}$ the height of the tree/shrub, whichever is less. Trees in native areas are not maintained; however, some trees in non-irrigated, landscaped areas are maintained.

(a) Pruning and/or Removal of Trees: CDI shall not prune or remove trees unless directed to do so by the District. Any such pruning of trees or removal of any trees shall be a Special Service to be approved by the Board or District Manager.

(b) Pruning Shrubs: The objective of shrub pruning is to promote healthy plants and a pleasing appearance and to remove any growth into sidewalk areas. Shrubs shall be maintained as prescribed by the best practices for the species. Shrubs will be thinned as necessary to retain dense foliage, quality flowers, and a healthy natural appearance. Shrubs in non-irrigated and native areas are not maintained.

(c) Dead Plant Materials and Replacement of Plants: All dead plant materials shall be removed and properly disposed off-site within one (1) week of determination of death. CDI shall immediately provide a quote to the District Manager to replace such plants.

(d) Wrapping: CDI shall not wrap trees or shrubs unless directed to do so by the District. Any such wrapping of trees or shrubs shall be a Special Service to be approved by the Board or District Manager.

(e) Watering: During periods of dry weather, newly planted trees shall be hand watered weekly when the irrigation system is shut off or where no irrigation exists. This watering shall continue for new trees until they have been in the ground for two years and/or until they have an established root system.

Section 4 Mulch and Mulch Beds: Organic mulches, including wood and bark chips shall be utilized in non-turf flower bed areas.

(a) Protective Rings: All trees and shrub beds shall be protected from maintenance equipment by use of a mulch bed and/or other protection, as approved by the Board. CDI shall correct any protective rings that are misapplied or in disrepair. Wood mulch shall not be applied against tree bark and should dip to meet the base of the tree.

(b) Application: Certified weed-free shredded wood mulch shall be reapplied each season after the first herbicide application, if applicable. This shall include all tree protection rings, shrub beds, ground covers, and annual and perennial beds.

(c) Maintenance: All mulched areas shall be edged or re-edged prior to application of mulch to provide natural containment.

Section 5 Ground Cover, Flower Beds and Rock Beds: The appearance and health of ground cover shall be maintained by adhering to the following practices:

(a) Weed Control: Weeds in rock beds shall be controlled by use of a pre-emergent herbicide or selective systemic herbicide. The manufacturer and formulation of herbicides will be coordinated with the District before use. Weeds shall be hoed as little as possible to minimize damage to plant root systems.

(b) Mow Strips: Mow strips shall be kept in good repair and replaced if necessary. Any safety hazards should be immediately corrected.

(c) Flower Care: Pinch back dead blooms as required and hand weed weekly or as needed to maintain beds in a weed-free condition.

(d) Spring Clean-up: Flower beds and landscaped areas should be cleaned up in the spring, including but not limited to, cutting back perennial grasses and removing accumulated leaves and branches.

(e) Fall Clean-up: Flower beds and landscaped areas should be cleaned up in the fall, including but not limited to, cutting back perennial flowers and removing accumulated leaves and branches.

(f) Rock Beds: CDI shall inform the District if additional rock is required in rock beds and shall provide a time and materials cost for adding the additional rock.

Section 6 Natural Areas: Non-irrigated natural areas such as Little Willow Creek and the Dakota Hogback shall only be mowed as specified in the Landscape Maintenance Map or at the direction of the Board. Any mowing shall be coordinated with the District's herbicide contractor.

(a) Weed Control: Herbicide spraying in non-irrigated, natural areas is performed under separate contract and is not a service covered hereunder.

Section 7 Irrigation System Operation and Maintenance: CDI will provide one (1) on-site Maintenance Technician on the Property to monitor and check the irrigation system, as well as

make all repairs for twenty (20) hours a week for twenty-eight (28) weeks beginning April 1 of the calendar year. The Maintenance Technician's main duty will be to check the operation of each sprinkler zone on a weekly basis, to verify that all control valves and heads are functioning properly and that there are no leaks or other conditions, which may require repair, to make adjustments, and clean nozzles. All controller enclosures shall be opened and visually inspected. The Maintenance Technician also is responsible for making all repairs and control system adjustments.

The contract price includes all twenty (20) hours of weekly maintenance services. CDI agrees that the irrigation hours provided by CDI, up to eighty (80) hours per month, will be applied by CDI to any irrigation work performed for the District. These hours must be invoiced for record purposes, and any repair work is required to be invoiced along with photographs of the irrigation break and of the fixed repair work. Once all irrigation hours have been applied, additional irrigation hours shall be billed at agreed upon labor rates and submitted to the District for approval in accordance with the terms of the Agreement. If any of the eighty (80) hours per month remain unused at the end of the month, CDI will credit the District any remaining hours on subsequent work orders submitted for irrigation services or to prior irrigation invoices at Maintenance Technician rates. The District shall receive the benefit of all eighty (80) hours per month whether or not such benefit is realized within the month of service, within prior months, or within subsequent months, for a total of 560 hours per year.

Damage to heads caused by mowing operations shall be repaired at CDI's expense. CDI shall maintain all appropriate keys, locks, system log-ins and passwords, and any other security, access, or operational procedures, measures, or devices and ensure that copies and information concerning all such procedures, measures, and devices are provided to the District with all appropriate updates, changes, or alterations.

Operation and maintenance of the irrigation system shall include the following:

(a) Activation of Irrigation System: Each spring, on a date to be determined by CDI in consultation with the Board and notice thereto, the irrigation system shall be activated. CDI shall immediately notify the District of any system damages which have resulted from improper shutdown the previous fall. Any such damages that were the result of CDI's actions shall be repaired immediately at the expense of CDI. Any such damage that was the result of a prior provider's improper shutdown or system damages caused by actions other than the system shutdown will be brought to the immediate attention of the District with details, including photographs, of such cause and/or extent of such damages, with an itemized estimate for any such repair. Any repair or initiation of such work will require prior Board approval. CDI shall at all times exercise its best efforts to operate the irrigation system in a manner that protects all components and equipment of such system and to conserve water resources.

(b) Inspection: Inspection and adjustment of the system will be performed with particular attention paid to irregular water distribution patterns. Control enclosures will be opened and visually inspected between start-up and winterization to ensure water is being distributed as intended.

(c) Sprinkler Heads: Plugged sprinkler heads shall be cleaned and pattern adjustments made as necessary to ensure that water is being distributed to only the intended vegetated areas.

(d) Sprinkler Clock Timing: CDI shall program the sprinkler controls to optimize the application of water for each individual zone while controlling system pressure to minimize the possibility of irrigation line breaks. CDI shall program sprinkler controls to water on the specific days, times, and frequencies directed and approved by the Board. If CDI recommends a deviation from the specified days, times, and frequencies, such recommendations must be approved by the Board or District Manager prior to programming the changes. Adjustments to the amounts of watering shall be performed as needed throughout the watering season to adjust for precipitation and fluctuations in the evapo-transpiration rate.

(e) Drip Irrigation System: CDI shall walk through all planting beds watered with drip irrigation and check for visible signs of plant stress. If stressed plant material is located, CDI shall inspect for proper system operation and repair as necessary. CDI shall report any non-functional drip irrigation system component and submit recommendations and estimates on necessary repairs along with photos related to the same, for approval by the Board.

(f) System Repairs - Non-System Activation Related: CDI shall be responsible for repairs of all sprinkler system damage that are the result of CDI's operations. The District shall be notified immediately of any such damage and CDI shall undertake to immediately repair or correct such damage. Minor irrigation system repairs and adjustments such as nozzle replacement, head alignment, and clock adjustment shall be performed as part of the basic services and the District shall be billed for materials only. The need for major irrigation system repairs which are not caused by CDI shall be approved by the District and billed on a time and material basis. Such work may include clearing of plugged lines, relocation of the system, system additions, locating valves, and clock or electrical work. Prior to the initiation of such work, written approval must be obtained from the District. CDI shall be responsible for all costs of repairs that fail within a month of the original repair. All repairs shall be invoiced along with photographs of the irrigation breaks and of the fixed repair work, itemization of the materials, including manufacturer and model numbers, GPS location, and the date of the repair. The aforementioned repair information also shall be conveyed to the District Engineer, or other designee, for as-built recording.

(g) Backflow Inspection: CDI shall inspect and certify backflow prevention devices annually. CDI shall file all certification forms as required and provide copies to the District Manager.

(h) Winterization of Sprinkler Systems: When deemed appropriate by CDI, and in consultation with the District, the sprinkler system shall be winterized. Winterization shall include voiding all lines of water using compressed air or other methods approved by the District. CDI also shall perform other tasks as necessary to winterize controllers and other system components

(i) Locates: The District Engineer, or other designee, shall be the contact person for the UNCC locate service for the District. If the District's UNCC contact requires the irrigation system to be located in a particular area, CDI will be notified in writing by email of such a requirement. The District shall compensate CDI for locate services based on agreed upon rates. If a third party

requests a locate, CDI shall obtain approval from the District Manager before providing same.

(j) Pond Depth and Consumption Monitoring: While the irrigation system is in operation, CDI shall inspect the irrigation pond (Crystal Lake in Arrowhead Shores) twice per week and monitor its depth. The lake water level must be maintained with a minimum level of twenty eight inches (28") below the lake overflow and a maximum level of sixteen inches (16") below the lake overflow with a target level of twenty-two inches (22") below the lake overflow. CDI will order additional water from Roxborough Water & Sanitation to maintain the lake water level during the growing season. CDI will notify the District each time water is ordered. At the end of the growing season, CDI will allow water to be drawn down to thirty-six inches (36") below the overflow to provide capacity for winter run-off. CDI shall include water levels and amounts of ordered water in its written report to the District Manager that is submitted by a time specified by the District Manager. If CDI negligently orders water that results in water overflowing out of the irrigation pond, CDI will be responsible for the cost of the lost water, and restoration of any damage incurred.

(k) Pump Inspections: The District Engineer, or other designee, is responsible for scheduling routine maintenance and upgrades to the Irrigation Pump Station located within the limits of the fence at the site on Crystal Lake. Irrigation pumps shall be inspected weekly during the irrigation season by CDI and any concerns forwarded to the District Manager and District Engineer as soon as practicable.

(l) Emergency Contact: CDI shall provide and maintain an operating after-hours emergency contact system to report any irrigation issues, problems, or emergencies.

Section 8 Facilities Maintenance: The following Standard Landscape Services shall be performed on the District's facilities during the period from January 1 through December 31 unless otherwise stated.

(a) Tennis Courts/Basketball Courts: On a weekly basis, clean off animal waste and sweep or blow debris off courts. Provide a time and materials cost for washings that may be requested by the District. Report any damage or graffiti to the District Manager immediately. Inform District if there is a need for new nets, striping, or fencing repair.

(b) Volleyball Courts: At the beginning of the active season (April), inspect the courts for low spots and appropriate depth, damaged or loose edging, and proper netting. Any additional material, if needed to maintain appropriate depths, and any repairs shall be performed under a separate Work Order after approval from the Board. On a weekly basis, rake smooth sand surfaces and remove any weeds, animal waste, or debris. Inform District if there is a need for a new net, additional sand, or any repairs. Report any damage or graffiti to the District Manager immediately.

(c) Skate Parks: At the beginning of the maintenance season (April), high-pressure hose wash all surfaces once. Provide a time and materials cost for additional washings that may be requested by the District. Clean off animal waste weekly. Sweep or blow debris off park weekly. Report any damage or graffiti to the District Manager immediately.

(d) Softball Field: For the period from April 1 through September 30, on a weekly basis,

prior to each weekend, groom the dirt infield to provide a smooth even surface and ensure a clean edge between the grass and dirt sections of the field. Stripe the grass section of the softball field after the first such grooming of the calendar year and then once each month thereafter through September 30.

(e) Bicycle Paths/Sidewalks: Sweep or blow debris off bicycle paths and sidewalks as needed.

(f) Playground Areas: Pick up trash and remove animal waste weekly. Rake materials to a twelve inch (12”) depth under swings, slides, and other structures weekly. Report the need for any additional material to maintain appropriate depths immediately to the District with an estimate for providing such. Any additional material application shall be performed after approval by the District and under a separate Work Order. Report any damage or graffiti to the District Manager immediately.

(g) Gazebo - Community Park: Pick-up any trash, remove, sweep or blow debris off sidewalks within pavilion area weekly. Report any damage or graffiti to the District Manager immediately.

Section 9 Trash/Dog Waste Pick-up: Trash pick-up and removal shall be the responsibility of CDI. All trash receptacles shall have an internal removable can and a plastic removal liner (trash bag). It shall be CDI’s responsibility to ensure that these are in place. When a trash receptacle has a removable lid, it shall be CDI’s responsibility to ensure that the lid is properly in place and secured with a locking cable. CDI shall order and stock all materials, including trash bags and dog waste bags, at CDI’s cost. CDI shall pick up and remove trash from the site per the following seasonal schedule and pursuant to the following guidelines:

(a) Summer (April 1 through October 15): Trash receptacles shall be emptied twice weekly as set forth in Exhibit B with extra pick-ups the last working day before and the first working day after the following holidays: Memorial Day, Labor Day, and Independence Day. Trash shall be disposed of as directed by the District. CDI shall provide a fixed price per receptacle for additional trash pick-ups as required by the District.

(b) Winter (January 1 through March 31 and October 16 through December 31): During the winter months CDI shall pick up trash on all Property on a weekly basis.

(c) Dog Waste Dispenser Stations: Inspect dog waste dispenser stations and remove and dispose of waste on a twice weekly basis year round. Fill dispensers as needed, removing any debris, animal waste, and grass or weeds. Minor repairs of dog stations shall be performed as part of the basic services. CDI shall recommend full replacement of dog stations that require more than minor repairs. CDI shall recommend additional pick-ups or additional dog stations for high traffic areas if deemed necessary.

(d) Fishing Line Disposal Stations: Inspect fishing line disposal stations and dispose of waste once weekly year round. Minor repairs shall be performed as part of the basic services. CDI shall recommend replacement of stations requiring more than minor repair.

(e) Vehicular Use: Vehicles used for trash pick-up shall be confined to paved surfaces except for temporary parking at the side of a path to avoid blocking pedestrians. If CDI requires vehicles to drive off paved surfaces, CDI must receive special permission in writing from the District. All vehicles used for trash pick-up must be quiet and non-polluting, such as electric vehicles. In picking up trash, CDI shall confine any vehicle or motorized equipment used for such purpose to only the paved areas of the District and shall avoid traversing on any non-paved areas unless CDI or vendor has obtained an access permit from the District.

Section 10 Litter Pick-up: CDI shall pick up and remove litter on a weekly basis.

(a) Turf Areas: Prior to mowing, CDI shall pick up litter on the property and adjacent streets.

(b) Park Areas: CDI shall remove litter accumulated around courts, play areas, mulch beds, walks and paths, and pond perimeters.

(c) Natural, Non-Irrigated Areas: CDI shall remove litter from non-irrigated and natural areas.

(d) Little Willow Creek: CDI shall remove litter from Little Willow Creek and drainages with an emphasis around storm drain outlets.

(e) Ponds: Trash and debris collecting within the irrigation pond (Crystal Lake in Arrowhead Shores neighborhood) and other ponds shall be removed twice per year (May and November). This may require the use of small non-motorized watercraft. CDI shall provide a fixed price for additional clean-ups as directed by the Board.

Section 11 Damage to Landscape Improvements: CDI shall provide protection to any material, trees, shrubs, fences, or other landscape improvements that may be subject to repetitive contact with maintenance equipment. At all times CDI shall be alert for damages to or theft of any Landscape Improvements, including but not limited to plant stock, turf, ground cover, benches, picnic tables, trash receptacles, play equipment, shelters, irrigation equipment, regardless of cause, including, but not limited to, fertilization, fungus, disease, irrigation, improper maintenance, storm damage, dumping of debris, graffiti, or vandalism. When such is identified, CDI shall immediately notify the District Manager of the condition and convey locations and pictures, if practicable, and recommend corrective action.

Any Landscape Improvements damaged by CDI's operations shall be repaired or replaced at the expense of CDI. Any landscape improvements having sustained damage prior to the commencement of the term of the Agreement shall be documented in writing to the District Manager and shall include print or digital photographs where appropriate.

The fences along the major roads (Village Circle East, Village Circle West, Rampart Range Road) are not owned by the District. They are owned and maintained by individual landowners. Fence

issues such as fences falling into the property shall be brought to the attention of the District Manager.

Section 12 Winter Services: During the winter months of January, February, March, October, November, and December, CDI shall provide the following services:

(a) Winter Watering: Should there be extended periods of drought which may lead to plant or tree stress, such plants and trees shall be watered as recommended by CDI or the District's tree service provider. Ground cover areas shall be watered lightly, if so warranted, for a pre-approved additional fee, billed separately.

(b) Winter Watering Turf: Turf shall be watered as far into the fall as weather will permit. Should there be extended dry periods during the winter, turf shall be watered either by pressurizing the sprinkler system and then re-winterizing or irrigating turf area using hoses attached to fire hydrants for an additional fee, billed separately.

ARTICLE III SPECIAL SERVICES

From time to time the District may request that CDI provide Special Services not included within the scope of the Standard Landscape Services. Prior to providing any Special Services, CDI will obtain approval from District. Special Services shall be provided in accordance with agreed upon rates and charges, pursuant to an approved Work Order. In addition, Work Orders may include services not otherwise described.

**EXHIBIT A
DISTRICT BOUNDARY MAP**



**EXHIBIT B
STANDARD LANDSCAPE SERVICES**

SERVICE	FREQUENCY/ NUMBER	TIME OF YEAR
Site Inspections	Monthly	January - December
Irrigated turf area mowing (mow, trim, blow)	Weekly/As Needed	April - October
Edging-Irrigated Turf Areas	Every Two Weeks	April - October
Fertilization-Irrigated turf areas	3	Spring/Summer/Fall
Broadleaf Weed Spray-Irrigated Turf Areas	3	Spring/Early Summer/Late Summer
Core Aeration-Irrigated turf areas	2	Spring/Fall
Leaf Removal	1	November
Beauty-band mowing (mow, trim, blow)	As Needed	April - October
Fence line mowing (mow, trim)	As Needed	June - October
Non-irrigated turf area mowing (mow, trim, blow)	1	March
Sledding hill area mowing (mow, trim, blow)	1	September
Shrub/Tree Pruning (under 10')-Aesthetic	2	June/September
New tree watering	Weekly/As Needed	April - October
Wood mulch application	1	Spring
Chemical Weed Control- Ground Cover, Flower & Rock Beds. Sidewalks and Curb/Gutter	Monthly/As Needed	April - October
Manual Weed Control- Ground Cover, Flower & Rock Beds	Weekly/As Needed	April - October
Flower dead-heading	Weekly/As Needed	April - October
Spring Clean Up-Landscaped areas	1	April
Fall Clean Up-Landscaped areas	1	October
Irrigation Activation	1	April
Irrigation system checks	Weekly	April - October
Irrigation system adjustments	As Needed	April - October
Irrigation system repairs	As Needed	April - October
Pond level monitoring/maintenance	Twice Weekly	April - October
Irrigation pump inspection	Weekly	April - October
Backflow inspection	1	Spring
Irrigation Winterization	1	October
Winter watering (plants/trees)	As Needed	October - March
Winter watering (turf)	As Needed	October - March
Tennis/Basketball Court maintenance	Weekly	January - December
Volleyball Court maintenance	Weekly	April - October
Skate Park maintenance	Weekly	January - December
Skate Park pressure wash	1	April
Softball field grooming	Weekly	April - September
Softball field striping	Monthly	April - September
Bicycle path maintenance	As Needed	January - December
Playground maintenance (cleaning/raking)	Weekly	January - December
Gazebo maintenance	Weekly	January - December
Trash pick-up-Landscaped Area (Summer)	Twice Weekly	April - October
Trash pick-up-Landscaped Area (Winter)	Weekly	November - March

Dog waste pick-up	Twice Weekly	January - December
Litter removal (on the ground and pond edges)	Weekly	January - December
Litter removal (within ponds)	2	May/November

Additional Services Not Included in Contract Price:

SERVICE	FREQUENCY/ NUMBER	COST/RATE
Native Area Mowing - Additional	Upon Approval	
Annual Flower Installation and Maintenance	Upon Approval	
Irrigation System Repair (after contracted 80 hours per month)	Upon Approval	
Insect and Disease Control	Upon Approval	
Tree Wrap/Unwrap	Upon Approval	
Winter Watering Each	Upon Approval	
Tree Pruning	Upon Approval	
Large Debris Removal	Upon Approval	
Holiday Lights /Decorations Set-up and Removal	Upon Approval	
Trash Pick-up - Additional	Upon Approval	

EXHIBIT C
LANDSCAPE MAINTENANCE MAP



ATTACHMENT 2 COMPENSATION



ENVIRONMENTAL CONTRACTOR

5585 W. Airport Rd
Sedalia, Colorado 80135

☎ 303.471.1522 📠 303.470.3197 ✉ sales@cdi-services.com

To: SDMS	Contact: Peggy Ripko
Address: 141 Union Boulevard, Suite 150 Lakewood, CO 80228	Phone: 303-987-0835 Fax: 303-987-2032
Project Name: Roxborough Village Metro District - 2023 Maintenance	Bid Number:
Project Location: Littleton, CO	Bid Date: 10/7/2022
Addendum #: N/a	

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Summer Weekly Services: Mow, Trim, Blow, Bed Weeding, Trash Pick Up, Edging 13 Times, Spray Tree Rings 3 Times Includes - Bike Path Maintenance, Playground Maintenance, Flower Deadheading,	26.00	EACH	\$1,673.00	\$43,498.00
Pruning Shrubs And Trees: Shrub Pruning 2x Tree Pruning Up To 12' 2x	2.00	EACH	\$5,656.00	\$11,312.00
Spring Clean Up: Cut Ornamental Grasses Back, Remove Pine Needles, And Blow Debris Out Of Beds	1.00	EACH	\$2,914.00	\$2,914.00
Fall Clean Up: Leaf Removal From All Landscape Areas, Cut Back Herbaceous Perennials	1.00	EACH	\$6,241.00	\$6,241.00
Aeration Of All Turf Areas:	2.00	EACH	\$2,632.00	\$5,264.00
Turf Fertilization And Broadleaf Herbicide: 3 Application Of 24-4-10 Fertilizer And One Pre-emergent 3 Applications Of Post Emergent Broadleaf Weed Control	3.00	EACH	\$3,213.00	\$9,639.00
Irrigation Checks: Weekly Irrigation Checks - 20 Hours Per Week	24.00	EACH	\$903.00	\$21,672.00
Irrigation System Spring Start Up:	1.00	EACH	\$2,017.00	\$2,017.00
Irrigation System Winterization:	1.00	EACH	\$2,555.00	\$2,555.00
Native Grass Field Mowing: Includes String Trimming Around Obstacles Such As Trees, Include String Trimming Of Fence Lines, Includes Spraying Herbicide Along Fence Lines And Around Posts	1.00	EACH	\$970.00	\$970.00
Native Grass Beauty Band & Fence Line Mowing: (6 Occurrences) Mow A 3'-6' Wide Band Along Sidewalks, Turf Areas, And Fence Lines That Are Adjacent To Native Grass Fields.	6.00	EACH	\$495.50	\$2,973.00
Tennis & Basketball Court Maintenance	52.00	EACH	\$132.00	\$6,864.00
Volleyball Courts Maintenance	30.00	EACH	\$102.00	\$3,060.00
Skate Park Maintenance	52.00	EACH	\$103.50	\$5,382.00
Skate Park Pressure Wash	1.00	EACH	\$3,285.00	\$3,285.00
Softball Field Grooming	26.00	EACH	\$149.50	\$3,887.00
Softball Field Striping	6.00	EACH	\$265.00	\$1,590.00
Trash Pick Up - Summer Includes - Pond Edges	52.00	EACH	\$147.50	\$7,670.00
Winter Trash Removal: Police Property For Trash Change Out Trash Bags In Dog Stations And Trash Receptacles Excludes Pick Up Of Hazardous Materials Or Dead Animals	26.00	EACH	\$228.50	\$5,941.00
Dog Waste Pick Up	104.00	EACH	\$95.10	\$9,890.40
Pond Litter Removal - Inside	2.00	EACH	\$1,598.00	\$3,196.00
Shredded Wood Mulch - Refresh	1.00	LS	\$11,515.00	\$11,515.00



To: SDMS	Contact: Peggy Ripko
Address: 141 Union Boulevard, Suite 150 Lakewood, CO 80228	Phone: 303-987-0835 Fax: 303-987-2032
Project Name: Roxborough Village Metro District - 2023 Maintenance	Bid Number:
Project Location: Littleton, CO	Bid Date: 10/7/2022
Addendum #: N/a	

Total Bid Price: \$171,335.40

Notes:

- Irrigation rates will be \$ 80.00 per hour for a irrigation technician any necessary materials will be additional.
- **This proposal is good for 30 days following the date given on the proposal.**
- **Consolidated Divisions, Inc.** dba **CDI** ENVIRONMENTAL CONTRACTOR
An Equal Opportunity Employer

The total contract price shall be paid in accordance with the following monthly schedule:

January – 5%	\$8,566.77
February – 5%	\$8,566.77
March – 5%	\$8,566.77
April – 10%	\$17,133.54
May – 10%	\$17,133.54
June – 10%	\$17,133.54
July – 10%	\$17,133.54
August – 10%	\$17,133.54
September – 10%	\$17,133.54
October – 10%	\$17,133.54
November – 10%	\$17,133.54
December – 5%	\$8,566.77
Total:	\$171,335.40

AGREEMENT FOR SNOW AND ICE REMOVAL SERVICES

This Agreement for Snow and Ice Removal Services ("**Agreement**"), effective the 1st day of November, 2022 ("**Effective Date**") is entered into by and between Roxborough Village Metropolitan District, a political subdivision of the State of Colorado ("**District**"), and Consolidated Divisions, Inc., a Colorado corporation d/b/a CDI Environmental Contractor ("**CDI**"). The District and CDI are referred to collectively as the "**Parties**" or individually as a "**Party**".

ARTICLE I SERVICES AND COMPENSATION

Section 1.1 Services and Compensation:

(a) Services: The District retains CDI to perform, and CDI agrees to perform, the snow and ice removal services, including furnishing the labor, materials, supplies, supervision and equipment necessary to perform such services, described in the Scope of Services attached as **Attachment 1**, which is incorporated by reference and made a part of this Agreement (collectively, the "**Services**"). CDI will provide only the Services set forth in Attachment 1 and only at the locations ("**Sites**") referenced therein. Additional services beyond those set out in Attachment 1, if requested, shall be provided only when authorized in writing by the District. To the extent any provision of this Agreement and Attachment 1 conflict, directly or indirectly, the provisions of this Agreement shall prevail.

(b) Attendance at Board Meetings and Reports to District Manager: CDI shall attend the regular Board meetings. CDI shall submit a summary report of all activities for the prior month to the District Manager in a format determined by the Board. The summary report, and any proposed agenda items that CDI deems appropriate or necessary for inclusion for an upcoming Board meeting, shall be submitted to the District Manager in sufficient time to be included in the Board packet prepared by the District Manager.

(c) Incomplete Work: If, after CDI has declared the Services on a given snow/ice event completed, the District claims that work still remains to be performed, the District shall (i) promptly give CDI notice that work remains to be performed, with sufficient detail for CDI to understand the remaining work to be performed; and, (ii) provide CDI a reasonable opportunity to complete the work before hiring any other entity to complete the Services. If CDI satisfactorily completes the work described in the District's notice, CDI shall be entitled to payment in full for the satisfactory Services performed.

(d) Response Times: The District understands and agrees that CDI's response time may be affected by events beyond CDI's control (e.g., governmental emergency, unforeseeable equipment failure, unusually severe weather conditions, etc.). The District further understands that response time will be affected by CDI's ability to travel to the Sites, and that CDI may be delayed or even prevented from reaching the Sites. The District also acknowledges that the rate of snowfall and wind conditions dramatically affect snow/ice management operations. Accordingly, the District

agrees that CDI shall not be held to any specific level of performance when events beyond its control occur, other than it shall make a reasonable, good faith effort to complete the work specified herein.

(e) Hazardous Conditions: The District understands and acknowledges that CDI's crews may not work safely in blizzard or blizzard-like conditions, or if temperatures and/or wind chill factors fall below 20 degrees Fahrenheit. The District understands that CDI reserves the right to have its crew(s) cease working in such conditions.

(f) Access to Sites: The District shall provide CDI with access to the Sites as reasonably required by CDI to perform the Services.

(g) Commencement Date: CDI shall commence performance of the Services on the Effective Date and will thereafter continually and diligently perform the Services until this Agreement is terminated or expires, whichever occurs first.

(h) Performance Standards and Warranties: CDI warrants that it is qualified to assume the responsibilities and perform the Services, and has all requisite corporate authority and professional licenses required by Applicable Law. All Services shall be performed timely in accordance with generally accepted practices and the level of competency presently maintained by other professionals providing the same general type of work as the Services.

Section 1.2 Compensation: In consideration of CDI's satisfactory performance and completion of the Services, the District shall pay CDI the compensation described in Attachment 2, which is incorporated by reference and made a part of this Agreement.

Section 1.3 Payment:

(a) Request for Payment: CDI shall submit to the District Manager, by the second Tuesday of the month, a standard pay request form attached to a report detailing the following (“***Request for Payment***”):

- (i) Services performed during the previous month, including but not limited to:
 - A. Locations;
 - B. Time and rate per hour of each employee (if applicable);
 - C. Quantities of materials used in the work performed (if applicable);
 - D. Reason for work performance;
 - E. Detail of problems encountered and corrective action taken or proposed to be taken;
 - F. Work Orders recommended to be performed in the future and the reason the work is recommended; and,
 - G. Services performed during the previous month pursuant to an approved Work Order with supporting documentation.

- (ii) Maintenance inspection report discussing (but not limited to) the following:
 - A. Safety conditions;
 - B. Appearance; and,

C. Follow up items for the preceding month.

Any failure to timely provide the foregoing Request for Payment, with all of the required information, may delay payment up to the next monthly District Board of Directors meeting and may constitute a breach of this Agreement.

(b) Payment Procedure: The District will make payment to CDI for work satisfactorily completed within thirty (30) days after a Request for Payment is submitted by CDI. Late fees, penalties, and interest will not be charged against any disputed amount the District does not pay by the date owed. CDI has the right to stop work, and shall notify the District of such action, if the District does not pay any undisputed portion, or all, of Request for Payment in full within thirty (30) days of the District receiving the Request for Payment. If CDI stops work, it shall have no obligation to maintain, care for, or provide any Services to the Sites, unless and until all undisputed amounts owed by the District are paid. During the period CDI has no responsibility for the Sites, it shall not be liable for any injuries to the District or to any invitee, guest, or licensee of the District related to accumulation of snow or ice on one or more of the Sites.

(c) Chatfield Farms: All Requests for Payment for Services performed shall separately identify the cost of any Services performed within the Chatfield Farms areas shown on Attachment 1.

Section 1.4 Set-Off: In addition to any other rights the District has under this Agreement or in law or equity for indemnity or other reimbursement, recoupment, or payment by CDI, CDI agrees that the District is entitled to set-off any amounts it may owe CDI under this Agreement against such claims for indemnity or other reimbursement, recoupment, or payment.

Section 1.5 Non-Appropriation: The District's financial obligations under this Agreement are subject to annual appropriation by the Board. If the Board does not appropriate funds beyond the current calendar year, this Agreement shall automatically terminate with no further obligation whatsoever to CDI.

ARTICLE II TERM AND TERMINATION

Section 2.1 Term: The term of this Agreement shall begin on the Effective Date and shall continue through December 31, 2023 (“*Term*”). This Agreement may be terminated in accordance with Section 2.2, below, or as elsewhere provided in this Agreement.

Section 2.2 Termination:

(a) Termination by CDI: CDI may terminate this Agreement: (i) if the District fails to pay an undisputed amount owed within fifteen (15) work days of receiving CDI’s written notice that the undisputed amount has not been paid; or, (ii) upon thirty (30) work days prior written notice to the District for any other reason.

(b) Termination by the District: The District may terminate this Agreement: (i) upon fifteen (15) work days written notice to CDI that it has breached this Agreement, if CDI fails to cure, or

take substantial steps to cure, such breach within the fifteen (15) day period; or, (ii) upon thirty (30) work days prior written notice to CDI for any other reason.

(c) Effect of Termination: In the event of termination, the District will pay CDI for the prorated portion of the Services satisfactorily performed to the date of termination, subject to the District's right of set-off pursuant to Section 1.4 above and the District's right of non-appropriation pursuant to Section 1.5 above.

ARTICLE III GENERAL SERVICES PROVISIONS

Section 3.1 Professional Standards: CDI will perform the Services in accordance with the generally accepted standards of care, skill, diligence and professional competence applicable to contractors engaged in providing similar services at the time and place that CDI's Services are rendered. Except as otherwise expressly stated herein, CDI shall, at its cost, be solely responsible for repairing any damage caused by its employees, subcontractors or any other individual or entity performing work on behalf of CDI.

Section 3.2 Compliance with Applicable Law: CDI will, at its own expense, comply with all federal, state, and local laws, statutes, ordinances, rules, codes, regulation, requirements, guidelines, court rulings and orders of all governmental authorities applicable to the Agreement and the Services performed by CDI, including but not limited to, employee safety (collectively "*Applicable Law*").

Section 3.3 Personnel: CDI represents that all of its personnel, and any subcontractors, who will perform any Services have received the information, instructions, and training required to provide the Services, including training to prevent harm to such personnel, residents, and members of the public who may be in the vicinity.

Section 3.4 Licenses: CDI and all of its employees and subcontractors performing work that require licensing shall be licensed to the extent required by all Applicable Law and will, at CDI's cost, maintain such licensing throughout the period this Agreement is in effect. Such licenses include any requirements set forth by the State of Colorado and the Environmental Protection Agency.

Section 3.5 Mechanics' and Materialmen's Liens; Verified Statement of Claim: CDI shall make timely payments to CDI's employees, subcontractors, vendors, and/or suppliers. As a political subdivision of the State, the District's property is not subject to liens; however, property the District manages may be subject to certain liens, and CDI shall be responsible for satisfaction of any liens and encumbrances that are filed or asserted against the District and/or such property that arise from or are the result of the Services CDI performs. In addition, CDI shall promptly resolve any verified statement of claim filed with the District by a subcontractor, vendor, or supplier claiming CDI has failed to pay amounts due for services, labor or materials provided to CDI in the performance of its Services.

Section 3.6 Damage Due to Repetitive Contact: CDI shall provide protection to any material, trees, shrubs, fences, or other landscape improvements that may be subjected to repetitive contact with snow removal equipment as necessary to avoid damage thereto.

Section 3.7 Reporting Damage to Landscape Improvements: CDI shall be alert for damages to any landscape improvements, including but not limited to, plant stock, turf, ground cover, benches, trash receptacles, play equipment, shelters, and irrigation equipment that are not caused by CDI. When such damage is identified, CDI shall immediately notify the District Manager.

Section 3.8 Limit on CDI's Liability for Damages:

(a) CDI shall not be responsible or liable to the District for any damages to existing walks, curbs, driveways, speed bumps, expansion joints, rubber-coated decks, cesspools, septic tanks, utility lines, sprinkler systems, arches, shrubs, lawn, trees, or other personal property, appurtenances or improvements, or for any damage to one or more of the Sites, except when such damages arise from or are caused by a negligent act or omission of CDI, its subcontractors or any other individual or entity performing Services on behalf of CDI, including damages occurring under Subsection 3.8(e), below.

(b) CDI shall not be liable for any claim, loss, expense, damage or cause of action whatsoever, directly or indirectly, from weather conditions, unless such claim is caused by a negligent act or omission of CDI, its subcontractors or any other individual or entity performing Services on behalf of CDI.

(c) CDI is not responsible for failures or defects that result from work done by individuals or entities that are not performing Services on behalf of CDI.

(d) CDI shall not be liable for personal injury or property damage caused by changing winter weather conditions before, during or after the snow/ice removal has been completed.

(e) The Parties have mutually agreed that no staking will be performed. The District shall not be responsible for any damage by CDI or its subcontractors or any other individual or entity performing Services on behalf of CDI, that could have been avoided, or could have been lessened, if the District had staked the Sites. CDI shall be liable for any damages to real or personal property that could have been avoided, or could have been lessened, if either CDI or the District had staked the Sites. Nothing in this Subsection 3.8(e) prohibits CDI from staking in its discretion and at its own cost.

Section 3.9 Operation of Motorized Vehicles or Equipment: The operation of motorized vehicles or equipment on or through parks and open space owned or maintained by the District is prohibited, except for those used for snow removal. Service equipment and vehicles may only operate on paved surfaces, unless a special written permit has been obtained from the District.

**ARTICLE IV
INDEMNIFICATION AND CONFIDENTIALITY**

Section 4.1 Indemnification: CDI shall indemnify and defend the District and its directors, officers, and agents (collectively, the "*District Parties*") against all claims, damages, and liability

arising out of any intentional, reckless, grossly negligent, or negligent act or omission by CDI or its employees, subcontractors, agents, or any other individual or entity that provides services or materials on behalf of CDI (collectively, the “*CDI Parties*”) that arise from or in any manner relate to CDI’s performance of the Services, or from the violation of, or failure of any of the CDI Parties to comply with, any Applicable Law. The District shall have the right to select legal counsel to represent it, notwithstanding CDI’s obligation to pay the reasonable attorneys’ fees, costs, and expenses of the District’s legal counsel.

Section 4.2 Communications and Confidentiality: CDI will hold the information supplied by the District in confidence and will not disclose it to any other person or entity, unless (a) the District authorizes CDI to do so; (b) it is published or released by the District; (c) it becomes publicly known or available other than through disclosure by CDI; or, (d) disclosure is required by Applicable Law. This confidentiality provision does not prohibit CDI from disclosing District information to one or more of its subcontractors if necessary to provide the Services. Any such subcontractor shall be subject to the same restrictions on the use and disclosure of District information as apply to CDI.

**ARTICLE V
CDI’S INSURANCE**

Section 5.1 Coverages: CDI will, at its sole cost and expense, maintain in effect at all times during the Term, the following insurance coverages with limits of not less than those set forth below. CDI further agrees to maintain and supply documentation of any additional public liability or property damage insurance that may be required by the State of Colorado during the Term.

(a) Employee Insurance:

Coverage	Minimum Amounts and Limits
Worker’s Compensation	\$500,000 (or as required by Colorado law)
Employer’s Liability	\$1,000,000 (or as required by Colorado law)

This policy will include a waiver of subrogation in favor of the District Parties.

(b) Liability Insurance:

Coverage	Minimum Amounts and Limits
General Liability	\$1,000,000 combined single limits per occurrence with respect to each location (Occurrence Basis)

This policy will contain an endorsement including the District Parties as “additional insureds”. It also will contain cross-liability and severability of interest endorsements, a waiver of subrogation in favor of the District Parties, and an aggregate per location endorsement.

(c) Vehicle Insurance:

Coverage	Minimum Amounts and Limits
Business Vehicle Liability	\$1,000,000 combined single limits per occurrence

(Occurrence Basis) with respect to each location.

This policy will be a standard form written to cover all owned, hired and non-own vehicles owned or operated by the CDI Parties. This policy will contain an endorsement including the District Parties as “additional insureds”. It also will contain a waiver of subrogation in favor of the District Parties, and an aggregate per location endorsement.

(d) Umbrella Liability Insurance:

Coverage	Minimum Amounts and Limits
Bodily Injury/Property Damage	\$5,000,000 per occurrence (Occurrence Basis) \$5,000,000 aggregate

This policy will be written on an umbrella basis above the liability and vehicle insurance coverages described above. This policy will contain an endorsement including the District Parties as “additional insureds”. It also will contain subrogation in favor of the District Parties.

Section 5.2 Policies: All policies will be issued by carriers having ratings of Best’s Insurance Guide A/VIII and/or Standard & Poor Insurance Solvency Review A-, or better, and admitted to engage in the business of insurance in the State of Colorado. All policies must be endorsed to be primary, with the policies of all District Parties being excess, secondary and non-contributing. All policies shall contain a provision that states that they cannot be canceled, non-renewed or materially modified without 30 days prior written notice by insurance carrier(s) to the District Manager.

Section 5.3 Evidence of Coverage: Evidence of the insurance coverage required to be maintained by CDI under this Article V, represented by certificates of insurance issued by the insurance carrier(s), must specify the additional insured status as well as the waivers of subrogation. Such certificates of insurance shall state the amounts of all deductibles and self-insured retentions and that the District Manager will be notified in writing thirty (30) days prior to cancellation, material change or non-renewal of insurance. Upon request, CDI will provide to the District Manager a certified copy of any or all insurance policies or endorsements required by this Agreement. CDI shall provide the District Manager with copies of the certificates evidencing that the District has been added as an additional insured under the various insurance policies which CDI is required to carry.

**VI.
SERVICES TO HOMEOWNER ASSOCIATIONS**

Section 6.1 Performing Services for Homeowners Associations (HOAs): CDI shall provide the Services within the Common Areas maintain by one or more of the HOAs within the District; provided, that CDI and the HOA are able to negotiate and execute a mutually acceptable contract for snow and ice removal. CDI shall separately track all Services provided to an HOA and shall bill the HOA separately. The District Parties have no responsibility or liability whatsoever for CDI’s contracting with, and providing Services to, an HOA.

**ARTICLE VII
MISCELLANEOUS**

Section 7.1 Independent CDI: CDI's status shall at all times be that of an independent contractor. Under no circumstances shall CDI or its personnel be considered a District employee. CDI will provide and have complete control over all materials, equipment, and labor CDI deems necessary to perform the Services. Except as necessary to ensure the Services are performed in accordance with the District's requirements and expectations, the District will have no control or supervision over the hours CDI's personnel work or the manner in which CDI performs the Services. The District's only concern is with the results of CDI's Services. The District has the right to reject any work that does not meet the District's standards. CDI will not be paid for any costs CDI incurs, or time CDI spends, correcting substandard work.

CDI UNDERSTANDS AND AGREES: (A) CDI AND ITS EMPLOYEES ARE NOT ENTITLED TO WORKERS' COMPENSATION OR UNEMPLOYMENT COMPENSATION INSURANCE BENEFITS, UNLESS WORKERS' COMPENSATION OR UNEMPLOYMENT COMPENSATION COVERAGE IS PROVIDED BY CDI OR SOME ENTITY OTHER THAN THE DISTRICT; AND (B) CDI IS OBLIGATED TO PAY FEDERAL, STATE, AND LOCAL INCOME TAX ON ANY MONEYS PAID PURSUANT TO THIS AGREEMENT. THE DISTRICT WILL NOT MAKE FEDERAL, STATE, AND LOCAL WITHHOLDINGS AND WILL NOT PROVIDE WORKERS' COMPENSATION OR UNEMPLOYMENT COMPENSATION INSURANCE.

CDI certifies that 84-1298847 (must be inserted by CDI) is CDI's correct Federal Taxpayer Identification Number. By signing this Agreement, CDI certifies that it assumes full responsibility for the payment of all contributions, payroll taxes, income taxes, withholdings, and backup withholdings or assessments under federal, state, and local law. The District will only provide CDI with, and will file, an IRS Form 1099 in compliance with federal, state, and local law.

Section 7.2 Notice: Any notice required or permitted under this Agreement shall be in writing and hand-delivered or sent by certified/registered mail, return receipt requested, to the address below, or at another address previously furnished in writing to the other Party pursuant to this Section. A notice sent by certified/registered mail is deemed given when received, or 3 business days after the date sent, if not accepted by the Party to whom it was sent, whichever is earlier.

Roxborough Village Metropolitan District
Attn: Peggy Ripko, District Manager
Special District Management Services, Inc.
141 Union Boulevard, Suite 150
Lakewood, CO 80228-1898

CDI Environmental Contractor
Attn: Zacc Wair
5585 Airport Rd
Sedalia, CO 80135

Section 7.3 Governmental Immunity: This Agreement is not intended, and shall not be construed, as a waiver of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by, the District and its current or past directors, officers and agents

under federal or state law, including but not limited to, the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

Section 7.4 Governing Law; Jurisdiction and Venue; Attorneys' Fees: This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Colorado. Jurisdiction and venue for any civil action shall lie exclusively in the District Court for Douglas County. Prior to either Party commencing a civil action, the Parties shall participate in non-binding mediation through the American Arbitration Association in Denver, Colorado. If the Parties are unable to resolve their dispute within forty-five (45) days of a Party notifying the other Party in writing of its request for mediation, either Party may commence a civil action. In any civil action arising from or relating to this Agreement and/or the Services, the prevailing Party shall be awarded its reasonable attorneys' fees, costs and expenses, including its reasonable attorneys' fees, costs and expenses incurred in collecting or executing upon any judgment, order or award.

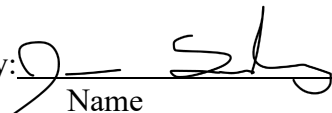
Section 7.5 Additional Provisions: This Agreement is the entire agreement between the Parties and there are no oral or collateral agreements or understandings. This Agreement may only be amended by a document signed by the Parties. Course of dealing, no matter how long it may continue, shall not constitute an amendment to this Agreement. If any provision is held invalid or unenforceable, all other provisions shall continue in full force and effect. Waiver of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach of this Agreement. This Agreement is not assignable. This Agreement is not intended to, and shall not, confer rights on any person or entity not named as a Party to this Agreement.

IN WITNESS WHEREOF, the Parties have signed this Agreement.

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT, a political subdivision of the State of Colorado

CONSOLIDATED DIVISIONS, INC., a Colorado Corporation d/b/a CDI Environmental Contractor

By: _____
Matthew Hart, Board President

By:  _____ Sr Director of Information Systems
Name Title

Date: _____

Date: 11/11/22 _____

ATTACHMENT 1 SCOPE OF SERVICES

1. Snow Removal Services: CDI shall provide the Services on parking lots, mailbox kiosks, sidewalks and pedestrian entryways and exits within the District in accordance with Paragraphs 1 through 4 below and the portions of CDI's Snow Removal Quality Plan set forth below (collectively the "**Services**"). If there is a conflict between Paragraphs 1 through 4 and CDI's Snow Removal Quality Plan, Paragraphs 1 through 4 shall control.

2. Timing and Extent of Services: The District's intention is to facilitate the use of sidewalks to access schools, as reflected in the designation of Priority 1 and Priority 2 walkways as shown on the attached Exhibit A - Snow Removal Map. CDI shall exercise its best efforts to remove snow from school access sidewalks prior to 8:00 a.m. on school days. CDI will perform snow removal on Priority 1 and Priority 2 walkways as shown on the attached map. When two-thirds of the snow removal budget for the District for each year is expended, snow removal for the remainder of the current budget year will be limited to Priority 1 walkways, unless otherwise directed by the Board on a case-by-case basis. CDI shall exercise its judgment to determine the extent to which it provides Services, based on snow accumulation of two (2) inches or more, or due to icy or other related conditions.

3. Ice Melting Chemicals: CDI shall exercise good judgment regarding the application of ice melting chemicals. The District acknowledges that ice melting chemicals may cause damage to plants and turf, and that CDI assumes no liability for any damage which results from the proper application of such ice melting chemicals.

4. Damage to Snow Removal Areas: Excepts as set forth in Paragraph 3, above, any repair or replacement of damaged vegetation or landscape improvements resulting from CDI's Services shall be at CDI's expense.



Snow Removal Quality Plan

**Property Name: Roxborough Village Metro District Focus
Area: Snow Removal**

1. SNOW REMOVAL QUALITY PLAN PURPOSE

Roxborough Village Metro District is classified by CDI as a HIGH PRIORITY site consisting of roughly a million square feet of serviceable walks. This site currently has a snow clearing scope of 2" for the parking lot and all Walks / Mailbox Kiosks. CDI is proposing our snow removals services in order to provide a safe snow season for Roxborough Village & Chatfield Farms residents. Our goal is to provide your property with one of our best snow captains that lives close to the area to ensure that all individuals

working or visiting the site are satisfied with our services and consider CDI as the snow removal contractor of choice.

2. QUALITY MANAGEMENT METHOD

2.1 Quality Standards

As Colorado’s largest self-perform snow removal contractor, CDI is able to provide our clients with the knowledge that they are working with a company that has access to all the equipment and material resources needed to ensure our customers receive timely and well executed snow removal on their property. We have been in the snow removal business for over 20 years, and with decades of experience we know that our clients budgets are in our hands. We work efficiently with proper equipment and personnel.

2.2 Quality Equipment

Qualified as a HIGH PRIORITY account, the District will be assigned all CDI-owned equipment, which we estimate to include the below. As needs change and we become accustomed to the property we can adjust as necessary, as well.

QTY	TYPE	IMPLEMENT
3 ea.	ATV	6' snow pusher
1 ea.	Plow Truck	Boss 8' w/ wings
8 ea.	Hand Labor	Snowblowers

This snow removal plan and equipment may be amended as current conditions require. If additional costs are associated with the augmentation, CDI must have prior written approval from the District.

2.3 Snow Captain Responsibilities

The District’s dedicated CDI Snow Captain will be in charge of all operations regarding snow removal at the District & Chatfield Farms. Dale Draper has worked for CDI for 6 years and has received high-praise from his previous and current clients. He will coordinate with all teams to ensure that we are performing the services that have been requested and will respond to corrections, problem spots, and issues in a timely manner. Dale will serve as the primary contact for your operations team and will be available at any time to address any questions or comments.

3. SNOW REMOVAL QUALITY CONTROL

3.1 Property Deliverables

Milestone	Deliverable
Personnel Allocation	<ul style="list-style-type: none"> • Snow Captain dedicated to this site • Area Manager as additional support • 12 operators
Equipment Commitment	<ul style="list-style-type: none"> • Front End Loaders for snow piling and clearing large open areas. • Skid Loaders as support to plow trucks and front-end loaders • Plow Trucks to clear out tight locations and keep area clear during business operations

	<ul style="list-style-type: none"> • ATV to clear all perimeter and city walks when snowfall and timing dictates.
Service Commitment	<ul style="list-style-type: none"> • Dispatch at trigger depth requirements with additional resources as needed for big events. • Our goal is to have area cleared by 7am for Target and main drive lanes.
Pretreatment Materials	<ul style="list-style-type: none"> • If requested, Ice melt & Ice slicer will be applied prior to forecasted events
Communication Commitment	<ul style="list-style-type: none"> • CDI will send weather reports before/during/after each storm event. • CDI's snow captain will report to District personnel when we are on site, current weather conditions, amount of current snowfall and when we will begin service for each event. • CDI will communicate when services have stopped and current conditions after each storm. • If additional services are requested by the District CDI will return to complete them ASAP.

4 ESCALATION PLAN

At any point (before, during or after) an event, the District will be able to reach the following individuals:

Contact Order	Title	Name	Contact Number	Phone
Level One	Snow Captain	TBD	TBD	
Level Two	Area Manager	Dale Draper	303-304-2937	
Level Three	Chief Operations Officer	Zacc Wair	303-917-5937	

The District's contacts and preferred contact order are:

Property Contact	Title	Name	Contact Number	Phone
Level One	District Manager	As designated	As designated	
Level Two	District Manager	As designated	As designated	
Level Three	District Manager	As designated	As designated	

EXHIBIT A
SNOW AND ICE REMOVAL MAP



ATTACHMENT 2 COMPENSATION

CDI shall provide all labor and materials necessary to complete snow and ice management in accordance with the following details, specifications and estimates.

Line #	Item Description	Estimated Quantity Unit	Unit Price
1	4x4 Pickup With Plow	1.00 HR	\$125.00
2	Sand Truck	1.00 H	\$125.00
3	ATV With Plow	1.00 HR	\$110.00
4	Zero-Turn With Plow	1.00 HR	\$110.00
5	Skidsteer With Plow	1.00 HR	\$155.00
6	Loader With Box Or Bucket	1.00 HR	\$295.00
7	Snow Blower	1.00 HR	\$95.00
8	Dump Truck	1.00 HR	\$160.00
9	Tractor With Plow	1.00 HR	\$295.00
10	Laborer	1.00 HR	\$68.00
11	Snow Captain Site Supervision	1.00 HR	\$78.00
12	Ice Slicer (Granular)	1.00 TON	\$275.00
13	Ice Melt	1.00 BAG	\$48.00

The above stated rates are based on time and material. All Services are charged portal to portal. There is a minimum charge of 1 hour per push for each piece of equipment used, and such minimum charge also shall include 1 hour of snow supervision and 1 bag (50 lb.) ice melt and/or 1/2 ton ice slicer. The District agrees to pay CDI for time and materials utilized by CDI in satisfactory performance of the Services, including the minimum charge stated herein. Items listed above include the operator fee in the hourly rate.

Fuel and Materials Surcharges: If fuel prices exceed \$4.00 per gallon for gasoline or \$4.50 per gallon for diesel, a surcharge of 8% will be charged on top of the above rates. Additionally, if material costs exceed more than 20% of quoted vendor price and/or cost at the beginning of the season, material prices will be adjusted to reflect such increases. CDI shall conspicuously itemize any fuel and/or materials surcharges on each applicable Request for Payment.

If CDI mobilizes on a Holiday, all rates are doubled. A "**Holiday**" shall consist of the following days/times:

Thanksgiving Day: 12:01 am – 11:59 pm

Christmas Day: 12:01 am – 11:59 pm

New Years' Day: 12:01 am – 11:59 pm

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
REQUEST FOR PROPOSALS
FOR DISTRICT ENGINEERING SERVICES**

The Roxborough Village Metropolitan District (RVMD) is located in Douglas County just past the south end of Wadsworth Boulevard situated between Roxborough State Park, Chatfield State Park, and Waterton Canyon. The District is approximately 959-acres and is primarily residential, with about 6,500 residents and 4,500 households. The Roxborough Park Foundation, Ravenna, and Sterling Ranch Prospect Village are neighbors to Roxborough Village and are separately funded entities, though their residents do use the schools, commercial areas, and recreation facilities located within Roxborough Village. With close proximity to two state parks, the regional High Line Canal trail, Waterton Canyon, and the Rocky Mountains, the RVMD is known for its community, nature, and wildlife.

~~Roxborough Village Metropolitan~~ District was formed in 1985. ~~RVMD~~ is a Title 32 Special District that provides park and recreation, open space, mosquito control and streetscape improvements and maintenance services. Douglas County is responsible for street and drainage maintenance in ~~RVMD~~. The District is governed by a Board of five Directors, elected by the residents of the District.

The purpose of the District is to provide certain public improvements and services for the benefit of existing and future inhabitants and taxpayers of the District, either within or without its boundaries and as more fully specified in the District's Service Plan. The District finances and constructs various public improvements and provides ongoing operations and maintenance services. The District is organized as a single district structure and is responsible for financing improvements and providing Services permitted by this Amended Service Plan.

The District has no outstanding debt service and assesses approximately 12 mills for the general operating fund. Primary District activities include parks, open space, and landscape maintenance and management. Maps, district documents, and additional information can be found on the District website at www.roxboroughmetrodistrict.org.

Questions regarding the District or this RFP should be directed to: **Mathew Hart, Roxborough Village Metropolitan District, Board President at MathewHart@roxboroughmetrodistrict.org and to Anna Jones, CliftonLarsonAllen LLP, District Manager, Anna.Jones@claconnect.com**

Change to SDMS

SCOPE OF ENGINEERING SERVICES REQUESTED TO BE PERFORMED FOR THE DISTRICT:

The Scope of Services includes on-going general engineering services, including meetings, operations, planning, maintenance and review of documents, projects, and plans.

1. Meetings - At the request of the District, Provider shall attend meetings and will also be available to meet as requested on general issues.
2. District Information - At the request of the District, Provider will be available to provide information regarding the District and its existing facilities to interested parties, such as District vendors, consultants, and others as directed.
3. Coordination and Meetings - At the request of the District, Provider will meet with appropriate agencies, vendors or entities regarding coordination of work and general rules and regulations involving the District.

4. Mapping - As requested by the District, Provider will prepare and maintain maintenance maps, irrigation maps, boundary maps and inclusion drawings, and others such maps or drawings as assigned. Provider will also coordinate with vendors installing or changing District infrastructure, including irrigation lines, to ensure as-built changes are mapped.
5. Maintenance - Upon request of the District, Provider will provide consulting services related to maintenance issues, construction and/or repair projects, and other programs and areas as directed.
6. Emergencies - Provider will be available in case of emergencies. Engineering evaluation will be provided, as required, as well as coordination and consultation regarding appropriate action.
7. Budgets - At the request of the District, Provider will provide input regarding engineering issues and capital improvement plan budgets.
8. Rules, Regulations and Standards - At the request of the District, Provider will assist with the development of rules, regulations and standards that establish technical and procedural guidelines for the design, maintenance, and repair of facilities and general operations.
9. Reports, Studies, Evaluations and Analysis - Provider will prepare any reports, studies, evaluations or analysis including engineering opinions as requested.
10. Testing - Provider will observe any facility testing required by the District, in accordance with the District's Specifications and other requirements.
11. Utility Locator - Upon the request of the District, Provider will respond to utility location requests and mark the District's underground facilities as necessary.
12. Special Project Services - Special projects include engineering involvements outside of the general engineering, consulting, and administration services identified above which are referred to as general engineering services. Examples of special projects include specific analysis reports, modeling, mapping, planning, opinion of cost estimating, design, bidding coordination, construction management, as well as infrastructure rehabilitation.

Please delete Section 13. The law was repealed in July.

13. ~~← Additional provisions required by CRS 8-17.5-102(2)(a)(I) and (II)~~

- Unlawful employees, contractors, and subcontractors

Provider shall not knowingly employ or contract with a worker without authorization to perform work under this contact. Provider shall not knowingly contract with a subcontractor that (a) knowingly employs or contracts with a worker without authorization to perform work under this contract or (b) fails to certify to Provider that the subcontractor will not knowingly employ or contract with a worker without authorization to perform work under this contact. [C.R.S. § 8-17.5-102(2)(a)(I) and (II)]

- Verification regarding workers without authorization

Provider will verify or attempt to verify through participation in the E-Verify Program or the Department Program [as defined in C.R.S. § 8-17.5-101(3.3) and

(3.7)] of the state of Colorado that Provider does not employ or contract workers without authorization.

- Limitation regarding E-Verify Program and the Department Program
Provider shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while performing this contract. [C.R.S. § 8-17.5-102(2)(b)(II)]
- Duty to terminate a subcontractor and exceptions
If Provider obtains actual knowledge that a subcontractor performing work under this contract knowingly employs or contracts with a worker without authorization, Provider shall, unless the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization:
 - (1) Notify the subcontractor and the district within three days that Provider has actual knowledge that the subcontractor is employing or contracting with a worker without authorization; and
 - (2) Terminate the subcontract with the subcontractor if, within three days of receiving notice that Provider has actual knowledge that the subcontractor is employing or contracting with a worker without authorization, the subcontractor does not stop employing or contracting with the worker without authorization. [C.R.S. § 8-17.5-102(2)(b)(A) and (B)]
- Duty to comply with state investigation
Provider shall comply with any reasonable request of the Colorado Department of Labor and Employment made in the course of an investigation pursuant to C.R.S. § 8-17.5-102(5). [C.R.S. § 8-17.5-102(2)(b)(IV)]

14. Communications and Confidentiality

- Provider will hold the information supplied by the District in confidence and will not disclose it to any other person or party, unless the District authorizes it to do so, it is published or released by the District, or it becomes publicly known or available other than through disclosure by Provider, or disclosure is required by law. This confidentiality provision does not prohibit Provider from disclosing District information to one or more of its affiliated companies in order to provide services that the District has requested from Provider or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of District information as apply to Provider.

15. Termination of Services

- The District may terminate the services agreement at any time by giving 30 days written notice. In that event, the provisions of the services agreement shall continue to apply to all services rendered prior to termination.

16. Timeline for Proposers:

- RFP issued August 3, 2022
- Responses due by August 16, 2022
- Interviews conducted August 22-26, 2022
- Candidate/Provider Selection NLT August 26, 2022
- Selected candidate/provider begin services September 1, 2022

These dates need to be updated.

Update to SDMS

PROPOSAL SUBMITTAL INSTRUCTIONS:

Responding firms shall submit One (1) electronic copy via email to Anna Jones, CliftonLarsonAllen LLP, District Manager, Anna.Jones@claconnect.com

Responses to this RFP should address how the firm would provide the services outlined.

Responders are encouraged to be creative in their proposed approach and manner or style of management.

All proposals should include, at a minimum:

- A cover letter including statement of understanding of the services being requested and any other information that would assist the District in making a selection;
- An organizational overview of the firm including years in existence, practice areas and experience in areas related to Special Districts, with emphasis on Metropolitan Districts and engineering (including construction and maintenance) of irrigation systems;
- Identification of the members of the team who will be working on the engagement as well as their relevant experience and qualifications and primary role(s), along with their primary location;
- Client references
- Disclosure of any potential conflict of interest by individuals or the Firm
- Timing of ability to begin work

Cost Proposal: please provide standard fees the firm charges for requested services by relevant members of the provider's team, as well as any out-of-pocket expenses to be reimbursed by the District.

Update date

Proposals must be received no later than 4:30 p.m. on Tuesday, August 16, 2022. It is the responsibility of the submitting firm to ensure the proposal is received by the District by the date and time specified in this RFP.

A proposal that is not received by the submission deadline will not be considered.

All costs incurred in the preparation and presentation of a proposal in any way whatsoever shall be wholly absorbed by the firm submitting the proposal.

Each firm, by submitting its proposal, represents that it has read and understands this RFP and the requirements set forth herein, and is qualified, willing and capable of performing the required services. The proposal and all supporting materials and documentation shall become the property of the District and shall constitute public records within the meaning of the Colorado Open Records Act. If a firm considers any portion(s) of its proposal to constitute confidential, proprietary information, the firm must clearly mark such portion(s) as confidential and separate it from the rest of the proposal in such a manner that the District can withhold it from production of the proposal in accordance with applicable law.

The District has the right, in its sole discretion, to terminate, suspend or modify this selection process at any time; reject any and all proposals at any time; and, waive any informalities, irregularities or omissions in a proposal at any time.

RESOLUTION NO. 2022-11-____

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
CALLING A REGULAR ELECTION FOR DIRECTORS
MAY 2, 2023**

A. The terms of the offices of Directors Ephram Glass, and Calvin Brown shall expire upon the election of their successors at the regular election, to be held on May 2, 2023 (“**Election**”), and upon such successors taking office.

B. In accordance with the provisions of the Special District Act (“**Act**”) and the Uniform Election Code (“**Code**”), the Election must be conducted to elect two (2) Directors to serve until the second regular election, to occur May 4, 2027.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Roxborough Village Metropolitan District (the “**District**”) of the County of Douglas, Colorado:

1. Date and Time of Election. The Election shall be held on May 2, 2023, between the hours of 7:00 A.M. and 7:00 P.M. pursuant to and in accordance with the Act, Code, and other applicable laws. At that time, two (2) Directors shall be elected to serve until the second regular election, to occur May 4, 2027.

2. Precinct. The District shall consist of one (1) election precinct for the convenience of the eligible electors of the District.

3. Conduct of Election. The Election shall be conducted as an independent mail ballot election in accordance with all relevant provisions of the Code. The Designated Election Official shall have on file, no later than fifty-five (55) days prior to the Election, a plan for conducting the independent mail ballot Election.

4. Designated Election Official. Peggy Ripko shall be the Designated Election Official and is hereby authorized and directed to proceed with any action necessary or appropriate to effectuate the provisions of this Resolution and of the Act, Code or other applicable laws. The Election shall be conducted in accordance with the Act, Code and other applicable laws. Among other matters, the Designated Election Official shall appoint election judges as necessary, arrange for the required notices of election (either by mail or publication) and printing of ballots, and direct that all other appropriate actions be accomplished.

5. Call for Nominations. The Designated Election Official shall provide Call for Nominations as required under Section 1-13.5-501, C.R.S., as applicable.

6. Absentee Ballot Applications. NOTICE IS FURTHER GIVEN, pursuant to Section 1-13.5-1002, C.R.S., that applications for and return of absentee ballots may be filed with Peggy Ripko, the Designated Election Official of the District, c/o Dino Ross, 717 17th Street, Suite 2800, Denver, Colorado 80202, between the hours of 8:00 a.m. and 5:00 p.m., until the close of business on the Tuesday immediately preceding the Election (April 25, 2023).

7. Self-Nomination and Acceptance Forms. Self-Nomination and Acceptance Forms are available and can be obtained from Peggy Ripko, the Designated Election Official for the District, c/o Peggy Ripko, Special District Management Services, Inc., 141 Union Boulevard, Suite 150, Lakewood, Colorado 80228, (303) 987-0835.

8. Cancellation of Election. If the only matter before the electors is the election of Directors of the District and if, at 5:00 P.M. on February 28, 2023, the sixty-third day prior to the regular election, there are not more candidates than offices to be filled at the Election, including candidates timely filing affidavits of intent, the Designated Election Official shall cancel the Election and declare the candidates elected. Notice of such cancellation shall be published and posted in accordance with law.

9. Severability. If any part or provision of this Resolution is adjudged to be unenforceable or invalid, such judgment shall not affect, impair or invalidate the remaining provisions of this Resolution, it being the Board of Director's intention that the various provisions hereof are severable.

10. Repealer. All acts, orders and resolutions, or parts thereof, of the Board of Directors which are inconsistent or in conflict with this Resolution are hereby repealed to the extent only of such inconsistency or conflict.

11. Effective Date. The provisions of this Resolution shall take effect as of the date adopted and approved by the Board of Directors of the District.

[SIGNATURE PAGE FOLLOWS]

**[SIGNATURE PAGE TO RESOLUTION
CALLING A REGULAR ELECTION FOR DIRECTORS
MAY 2, 2023]**

RESOLUTION APPROVED AND ADOPTED on November 14, 2022.

**ROXBOROUGH VILLAGE
METROPOLITAN DISTRICT**

By: _____
President

Attest:

Secretary