

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT

8390 E. Crescent Pkwy, Suite 300
Greenwood Village, CO 80111
303-779-5710
www.roxboroughmetrodistrict.org

NOTICE OF SPECIAL BOARD MEETING AND AGENDA

DATE: January 18, 2022

TIME: 6:00 p.m.

LOCATION: Via Zoom

Join Zoom Meeting

<https://us02web.zoom.us/j/83655345571?pwd=WWZYZ2dpZmRxc3lSa2tnVzRicDdzdz09>

ACCESS: Or Call in:
669 900 9128
Meeting ID: 836 5534 5571
Passcode: 325712

<u>Board of Directors</u>	<u>Office</u>	<u>Term Expires</u>
Calvin Brown	President	May, 2023
Debra Prysby	Vice President	May, 2022
Ephram Glass	Treasurer	May, 2023
Edward Wagner	Secretary	May, 2022
Garry Cook	Assistant Secretary	May, 2022

I. CALL TO ORDER

II. DECLARATION OF QUORUM/DIRECTOR QUALIFICATIONS/DISCLOSURE MATTERS

III. APPROVE AGENDA (10 minutes)

IV. PUBLIC COMMENT and/or GUESTS (15 minutes)

(Note: 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.)

V. CONSENT AGENDA (5 minutes)

(Note: All items listed under the Consent Agenda are considered to be routine and will be enacted by one motion and vote. There will be no separate discussion of these items unless a

Board member or a member of the audience so requests.)

- A. Review and Consider Approval of the December 7, 2021 Minutes (to be distributed)
- B. Review and Accept the Cash Position and Property Tax Schedule for December (enclosed)
- C. Review and Consider Approval of Current Claims, Approve Transfer of Funds, and Ratify Payment of Autopay Claims and Ratify Approval of Previous Claims (enclosed)
- D. Ratify Approval of 2022 Metco Service Agreement (enclosed)
- E. Review Metco Landscaping Update (enclosed)

VI. FINANCIAL MATTERS (5 minutes)

- A. Other

DISCUSSION AGENDA

(Note: Some items are included in the packet for the Board's information and if not discussed at a Board meeting, may not be included in future packets.)

VII. ACTION ITEMS (30 minutes)

- A. Discuss Playground Next Steps If Any
- B. Determine Placement of Boulders (enclosed)

VIII. DIRECTOR MATTERS (10 minutes)

- A. Fire Mitigation Strategies and Update
- B. Environmental Committee Update (enclosed)
- C. Other

IX. MANAGER MATTERS (20 minutes)

- A. Update on Potential Frisbee Golf Course Planning
- B. Update on Tree Inventory Information
- C. Other

X. LEGAL MATTERS (5 minutes)

- A. Update Regarding Final Water Due Diligence Filing and Executive Session Pursuant to C.R.S. Section 24-6-402(4)(B) and for the Purposes of Receiving Legal Advice on Specific Legal Questions, if requested
- B. 16B Easement Discussion
- C. Other

XI. ENGINEERING MATTERS (5 minutes)

- A. Update re Phase 2 of Northside Spillway
- B. Discuss Proposed Landscape Map Updates
- C. Other

XII. LANDSCAPING MATTERS (10 minutes)

- A. Other

XIII. OTHER BUSINESS (5 minutes)

- A. Confirm Quorum for February 15, 2022 Regular Meeting

XIV. EXECUTIVE SESSION (15 minutes)

- A. Executive Session Pursuant to C.R.S. Section 24-6-402(4)(B) for the Purposes of Receiving Legal Advice on the Specific Legal Question of CORA Requests and Responses by District Custodian

XV. ADJOURNMENT

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
Schedule of Cash Position
September 30, 2021
Updated as of January 11, 2022

	<u>General Fund</u>	<u>Debt Service Fund</u>	<u>Capital Projects Fund</u>	<u>Total</u>
FirstBank - Checking Account				
Balance as of 09/30/21	\$ 50,878.95	\$ -	\$ -	\$ 50,878.95
Subsequent activities:				
10/07/21 - CORE Payment	(991.20)	-	-	(991.20)
10/12/21 - CORE Payment	(710.23)	-	-	(710.23)
10/12/21- Transfer from Colostrust	102,178.45	-	7,821.55	110,000.00
10/19/21- Bill.com Payment	(74,820.38)	-	(7,821.55)	(82,641.93)
10/19/21- Roxborough Water Payment September	(17,563.88)	-	-	(17,563.88)
10/21/21- ADP Payroll/Taxes	(538.25)	-	-	(538.25)
10/22/21 - CORE Payment	(67.50)	-	-	(67.50)
10/27/21- Xcel Energy September	(19.02)	-	-	(19.02)
10/27/21- Void Payment	1,697.55	-	-	1,697.55
10/29/21 - Bill.com Payment	(1,697.55)	-	-	(1,697.55)
11/05/21 - CORE Payment	(1,476.79)	-	-	(1,476.79)
11/12/21 - Transfer from Colostrust	37,212.50	1,500.00	107,287.50	146,000.00
11/16/21 - CORE Payment	(21.00)	-	-	(21.00)
11/19/21 - Roxborough Water Payment September	(10,438.19)	-	-	(10,438.19)
11/19/21 - Bill.com Payment	(31,631.36)	(1,500.00)	(107,287.50)	(140,418.86)
11/19/21 - ADP Payroll/Taxes	(538.25)	-	-	(538.25)
11/22/21 - CORE Payment	(67.50)	-	-	(67.50)
11/29/21 - Xcel Energy October	(18.42)	-	-	(18.42)
12/06/21 - CORE Payment	(973.06)	-	-	(973.06)
12/14/21 - ADP Payroll/Taxes	(538.25)	-	-	(538.25)
12/15/21 - Bill.com Payment	(1,300.00)	-	-	(1,300.00)
12/15/21 - Roxborough Water Payment October	(1,295.62)	-	-	(1,295.62)
12/22/21 - CORE Payment	(88.50)	-	-	(88.50)
12/28/21 - Transfer from Colostrust	91,693.80	1,000.00	42,306.20	135,000.00
12/28/21 - Bill.com Payment	-	(1,000.00)	-	(1,000.00)
12/28/21 - Xcel Energy November	(18.55)	-	-	(18.55)
12/29/21 - Bill.com Payment	(82,575.71)	-	(42,306.20)	(124,881.91)
01/05/22 - CORE Payment	(275.48)	-	-	(275.48)
01/10/22 - Bill.com Payment	(2,945.85)	-	(1,505.40)	(4,451.25)
01/10/22 -Void Payment	800.00	-	-	800.00
01/11/22 - Bill.com Payment	(800.00)	-	-	(800.00)
Anticipated Transfer from Colostrust	55,926.60	-	2,073.40	58,000.00
Anticipated ADP Payroll/taxes - January	(538.25)	-	-	(538.25)
Anticipated Payables	(55,857.62)	-	(568.00)	(56,425.62)
Anticipated CORE Payment	(604.50)	-	-	(604.50)
Anticipated Balance	51,976.94	-	-	51,976.94
Colostrust - Plus				
Balance as of 09/30/21	968,509.28	1,258,102.41	1,304,683.99	3,531,295.68
Subsequent activities:				
10/10/21 - September PTAX	15,624.77	1,633.05	-	17,257.82
10/12/21- Transfer to Checking	(102,178.45)	-	(7,821.55)	(110,000.00)
10/31/21- Interest Income	14.78	34.49	-	49.27
11/10/21 - October PTAX	14,960.10	607.43	-	15,567.53
11/12/21 - Transfer to Checking	(37,212.50)	(1,500.00)	(107,287.50)	(146,000.00)
11/19/21 - Transfer from UMB	-	207,296.43	-	207,296.43
11/24/21- Debt Service Payment	-	(1,469,768.25)	-	(1,469,768.25)
11/30/21- Interest Income	20.04	46.75	-	66.79
12/10/21 - November PTAX	13,838.75	406.84	-	14,245.59
12/15/21- CTF Q4	-	-	11,157.21	11,157.21
12/21/21- On the Hook Deposit	250.00	-	-	250.00
12/28/21 - Transfer to Checking	(91,693.80)	(1,000.00)	(42,306.20)	(135,000.00)
12/31/21- Interest Income	24.82	57.92	-	82.74
Anticipated December PTAX	11,888.58	220.35	-	12,108.93
Anticipated Transfer to Checking	(55,926.60)	-	(2,073.40)	(58,000.00)
Anticipated Transfer from UMB	-	10.24	-	-
Anticipated Transfer from GF	(3,852.34)	3,852.34	-	-
Anticipated Balance	734,267.43	-	1,156,352.55	1,890,609.74
UMB - 1993 A & B Bond Fund				
Balance as of 09/30/21	-	659,698.01	-	659,698.01
Subsequent activities:				
10/31/21 - Interest Income	-	5.40	-	5.40
11/19/21 - Transfer to ColoTrust	-	(207,296.43)	-	(207,296.43)
11/30/21 - Interest Income	-	5.58	-	5.58
12/31/21 - Debt Service Payment	-	(452,407.00)	-	(452,407.00)
12/31/21 - Interest Income	-	4.68	-	4.68
Anticipated Transfer to ColoTrust	-	(10.24)	-	(10.24)
Anticipated Balance	-	-	-	-
Anticipated Balances	\$ 786,244.37	\$ -	\$ 1,156,352.55	\$ 1,942,586.68

Yield information (as of 12/31/21):
 First Bank - 0.0%
 Colostrust Plus - 0.0478%

ROXBOROUGH VILLAGE METRO DISTRICT
Property Taxes Reconciliation
2021

	Current Year							Prior Year			
	Property Taxes	Delinquent Taxes, Rebates and Abatements	Specific Ownership Taxes	Interest	Treasurer's Fees	Net Amount Received	% of Total Property Taxes Received		Total Cash Received	% of Total Property Taxes Received	
							Monthly	Y-T-D		Monthly	Y-T-D
January	\$ 37,888.63	\$ -	\$ 12,904.78	\$ -	\$ (568.33)	\$ 50,225.08	2.22%	2.22%	\$ 51,417.22	2.04%	2.04%
February	727,901.87	-	11,032.71	-	(10,918.54)	728,016.04	42.56%	44.78%	770,614.81	42.57%	44.61%
March	72,025.94	-	16,751.34	22.81	(1,080.73)	87,719.36	4.21%	48.99%	70,389.11	3.36%	47.97%
April	128,063.20	(356.36)	14,234.93	18.49	(1,921.23)	140,039.03	7.47%	56.45%	151,956.43	7.96%	55.93%
May	128,251.33	-	12,667.58	104.03	(1,925.34)	139,097.60	7.50%	63.95%	136,830.81	7.06%	62.99%
June	595,167.10	-	16,878.35	134.09	(8,929.50)	603,250.04	34.80%	98.75%	649,033.71	35.59%	98.57%
July	11,050.10	-	13,976.17	270.52	(169.81)	25,126.98	0.65%	99.40%	32,201.29	0.91%	99.48%
August	3,974.82	-	13,494.67	133.94	(61.62)	17,541.81	0.23%	99.63%	17,508.76	0.21%	99.69%
September	3,407.85	-	13,720.34	183.50	(53.87)	17,257.82	0.20%	99.83%	15,757.39	0.06%	99.75%
October	1,267.00	-	14,252.05	68.50	(20.02)	15,567.53	0.07%	99.91%	14,808.13	0.06%	99.81%
November	826.36	-	13,377.04	55.42	(13.23)	14,245.59	0.05%	99.95%	15,349.36	0.06%	99.87%
December	436.17	-	11,644.93	34.89	(7.06)	12,108.93	0.03%	99.98%	14,012.63	0.00%	99.87%
	\$ 1,710,260.37	\$ (356.36)	\$ 164,934.89	\$ 1,026.19	\$ (25,669.28)	\$ 1,850,195.81	99.98%	99.98%	\$ 1,939,879.65	99.87%	99.87%

Taxes Levied	% of Levied	Property Taxes Collected	% Collected to Amount Levied
\$ 971,106	56.78%	\$ 970,903.30	99.98%
739,155	43.22%	739,000.71	99.98%
\$ 1,710,261	100.00%	\$ 1,709,904.01	99.98%

Chatfield Farms
\$ 255,168.92
-
\$ 255,168.92

Property Tax

General Fund
Debt Service Fund

Specific Ownership Tax

General Fund
Debt Service Fund

Treasurer's Fees

General Fund
Debt Service Fund

\$ 14,567	56.78%	\$ 14,575.31	100.06%
11,087	43.22%	11,093.97	100.06%
\$ 25,654	100.00%	\$ 25,669.28	100.06%

\$ 3,830.63
-
\$ 3,830.63

Roxborough Village Metro District
Claims Listing
12/01/21 - 12/31/21

Vendor	Invoice #	Description	Balance
ACH			
CORE Electric Cooperative	November-21	Utilities	266.85
CORE Electric Cooperative	November-21	Utilities	21.60
CORE Electric Cooperative	November-21	Utilities	101.61
CORE Electric Cooperative	November-21	Utilities	23.67
CORE Electric Cooperative	November-21	Utilities	22.33
CORE Electric Cooperative	November-21	Utilities	21.00
CORE Electric Cooperative	November-21	Utilities	516.00
CORE Electric Cooperative	November-21	Utilities	21.00
CORE Electric Cooperative	November-21	Utilities	49.00
CORE Electric Cooperative	November-21	Utilities	18.50
			<u>1,061.56</u>
*Roxborough Water & Sanitation District	November-21	Nonpotable water purchase usage	802.42
*Roxborough Water & Sanitation District	November-21	Nonpotable water purchase usage	192.60
*Roxborough Water & Sanitation District	November-21	Nonpotable water purchase usage	108.00
*Roxborough Water & Sanitation District	November-21	Nonpotable water purchase usage	96.30
*Roxborough Water & Sanitation District	November-21	Nonpotable water purchase usage	96.30
			<u>1,295.62</u>
Xcel Energy	November-21	Utilities	18.55
		Total ACH	<u>\$ 2,375.73</u>
Check or Epayment			
General			
Blue Tick Pest & Wildfire Control Inc.	WO 1739	Landscape maintenance & repairs	800.00
CliftonLarsonAllen, LLP	3074405	Accounting	2,763.19
CliftonLarsonAllen, LLP	3070301	District management	14,252.18
Colorado Community Media	40435	Newsletter and postage	30.08
Colorado Special Districts Property and Liability Pool	POL-0006244	Prepaid insurance	51.00
Folkstad Fazekas Barrick & Patoile, P.C	42427	Legal services	4,699.00
Foothills Park & Recreation District	SALES000000034056	Foothills Park and Recreation fees	2,376.30
Lightning Mobile Services, LLC	9718	Graffiti removal/ vandalism	400.00
Metco Landscape, LLC	5697701	Repairs and maintenance	200.85
Metco Landscape, LLC	5697938	Landscape maintenance & repairs	1,240.00
Metco Landscape, LLC	5697899	Landscape maintenance & repairs	925.00
Metco Landscape, LLC	5697886	Landscape maintenance & repairs	300.00
Metco Landscape, LLC	5697887	Landscape maintenance & repairs	300.00
Metco Landscape, LLC	5697899	Playground repairs and maintenance	6,200.00
Metco Landscape, LLC	5696248	Landscape irrigation maintenance	3,437.57
Metco Landscape, LLC	5697696	Landscape irrigation maintenance	1,629.90
Metco Landscape, LLC	5697834	Landscape irrigation maintenance	600.00
Metco Landscape, LLC	5696249	Landscape irrigation maintenance	527.36
Metco Landscape, LLC	5696399	Landscape irrigation maintenance	493.56
Metco Landscape, LLC	5696250	Landscape irrigation maintenance	491.28
Metco Landscape, LLC	569773	Landscape irrigation maintenance	300.00
Metco Landscape, LLC	5697700	Landscape irrigation maintenance	221.21
Metco Landscape, LLC	SM211279	Landscape contract	14,210.83
Metco Landscape, LLC	SM212270	Landscape contract	14,210.83
Metco Landscape, LLC	569799	Seasonal lights	8,850.00
Mulhern MRE Inc.	MMRE62692	Engineering	2,513.55
Mulhern MRE Inc.	MMRE62694	Engineering	544.00
United Site Services	114-12585889	Portable restrooms	347.25
United Site Services	114-12585890	Portable restrooms	347.25
Utility Notification Center of Colorado	221111252	Miscellaneous	113.52
Xcel Energy	Application fee	Playground repairs and maintenance	500.00
			<u>\$ 83,875.71</u>
Debt			
UMB Bank	907945	Paying agent fees	1,000.00
			<u>\$ 1,000.00</u>
Capital			
53 Corporation, LLC	Pay App #1	Spillway / embankment	39,240.00
Livable Cities Studio, Inc.	1548	Master plan	1,662.50
Mulhern MRE Inc.	MMRE62693	Spillway / embankment	1,403.70
			<u>\$ 42,306.20</u>
		TOTAL Checks/Epayment	<u><u>\$ 127,181.91</u></u>

AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES

AND SERVICES PERFORMED UNDER WORK ORDERS

Effective as of January 1, 2022

BETWEEN

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT,
a quasi-municipal corporation and political subdivision of
the State of Colorado organized pursuant to Title 32 of
the Colorado Revised Statutes
(the "District")

and

METCO LANDSCAPE, INC.,
a Colorado corporation
(the "Contractor")

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EXHIBITS ATTACHED:

- EXHIBIT A: Map-Landscape Areas-Property
- EXHIBIT B: Property
- EXHIBIT C: Standard Landscape Services
- EXHIBIT D: Landscape Maintenance Map
- EXHIBIT E: Special Services

**AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES
AND SERVICES PERFORMED UNDER
WORK ORDERS**

This Agreement for Landscape Maintenance and Services Performed under Work Orders (“Agreement”), effective as of January 1, 2022 (the “Effective Date”), by and between Roxborough Village Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado organized pursuant to Title 32 of the Colorado Revised Statutes (the “District”), and METCO LANDSCAPE, INC., a Colorado corporation (the “Contractor”).

I. SCOPE OF SERVICES:

1.1 Landscape Maintenance: This Agreement provides for the maintenance, care and repair of certain landscaped areas within the District as shown on **Exhibit A**, and described on **Exhibit B**, attached hereto and incorporated herein by reference (the “Property”). The maintenance, care and repair services to be provided by the Contractor within the Property are described herein, and in **Exhibit C** attached hereto and incorporated herein by reference (collectively the “Standard Landscape Services”). Special landscape services (“Special Services”) are described in Article IV.

1.2 Services Performed Under Work Orders: The terms of this Agreement shall apply to any services or work performed by the Contractor pursuant to a Work Order approved by the District (the “Work Order”).

Standard Landscape Services, Special Services and services performed pursuant to any Work Order may be collectively referred to herein as the Services.

II. TERM:

The term of this Agreement shall be from January 1, 2022 to December 31, 2022.

III. STANDARD LANDSCAPE SERVICES:

The frequency and/or number of times per year that the Contractor is to provide the Standard Landscape Services are set forth in **Exhibit C**. A map depicting the areas to provide the Standard Landscape Services is described in **Exhibit D** (the “Landscape Maintenance Map”). If the District requests that any landscape services be performed more often than set forth in **Exhibit C**, such service shall be performed pursuant at the rates set forth in **Exhibit E** - Special Services, attached hereto and incorporated herein by reference.

3.1 Irrigated Turf, Non-Irrigated Turf and Native Grass Care. Turf care consists of mowing, irrigation, fertilization and herbicide application to maintain healthy turf at all times.

a) Mowing of Irrigated Turf Areas. Irrigated turf areas shall be mowed as necessary to maintain a turf height of approximately 2¾ - 3¾ inches during the growing season. ~~All rights-of-way between the back of curb and a fence shall be considered irrigated turf. If a road right of way is adjacent to a non-irrigated turf or a native grass area, Contractor shall maintain a four foot strip at the back of curb, as if it were a turf area.~~ 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 ~~per approval of the District Manager.~~

b) Mowing of Non-Irrigated Turf and Native Grass Areas. Non-irrigated turf and native grass areas shall be mowed ~~six (6) times per season, or as necessary at the discretion of the Board, periodically~~ to maintain a height of ~~eightfour~~ inches (8")~~.4")~~, ~~similar to beauty bands throughout the District.~~ Non-irrigated turf and native grass areas shall be left to go to seed at least twice during the calendar year, ~~unless otherwise specified by the Board.~~ Only native areas designated in the maintenance plan map will be mowed; not all native areas throughout the District will be mowed. Mowing of the sections hereunder will be billed on a time and materials basis.

c) 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') at a minimum of one (1) time per month or as required to maintain a height of four inches (4").

d) 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.

e) 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 monthly and at a minimum of seven (7) times per year. Notwithstanding the foregoing, edging shall be performed along all drainage ways and streets at least monthly. Should more frequent edging be required to maintain a well groomed appearance, Contractor shall provide a written proposal for such additional edging to the District Manager.

f) Fertilization. Irrigated turf areas shall be fertilized with a high quality, well-balanced fertilizer three (3) times each season. Non-Phosphorous fertilizer shall be used. The first application shall consist of ½ pound of nitrogen per 1,000 square feet, at least 40% of which shall be slow release nitrogen. This 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 from sidewalks to minimize staining.

g) Aeration. The Contractor 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. Irrigated turf areas will be watered thoroughly prior to aeration and fertilized immediately thereafter with an appropriate fertilizer. The Contractor shall use only a closed coring tine. Prior to aeration the Contractor shall flag all sprinkler heads and valve boxes to minimize damage. Plugs shall be left on irrigated turf areas to assist in breaking down of thatch. Additionally, the Contractor shall aerate selective areas near the end of the growing season. Selective areas shall include south facing slopes, heavy use areas and areas of unusually tight soil.

h) Leaf Removal. The Contractor 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.

i) Unusual Conditions. Whenever the Contractor observes any condition which Contractor believes may be detrimental to healthy turf growth, such conditions shall be immediately reported to the District Manager along with a recommendation of corrective action.

3.2 Tree and Shrub Care. The Contractor 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 and 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 (10) feet.

a) Pruning Trees. The Contractor will not prune trees unless the Contract is amended to include such work.

b) Pruning Shrubs. The objective of shrub pruning is the same as for trees, to promote healthy plants and a pleasing appearance. Shrubs shall not be shaped into a box or ball-like appearance. Shrubs will be thinned as necessary to retain dense foliage, quality flowers, and a healthy natural appearance.

c) Pruning of Conifer Trees. Conifer trees shall be thinned and shaped as necessary in accordance with the provisions of Section 3.2 (a).

d) Additional Pruning and Removal of Trees or Shrubs. Pruning of trees or shrubs having a height in excess of 10 feet, or removal of any trees or shrubs shall be a Special Service to be approved by the District Manager.

e) 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. Contractor shall immediately provide a quote to the District Manager to replace such plants.

f) Wrapping. Trees having equal to or less than 6" caliper shall be wrapped in the fall and unwrapped in the spring at the direction of the District Manager and billed on a time and materials basis.

3.3 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 District Manager and billed on a time and materials basis.

b) Application. Certified weed-free shredded wood mulch shall be reapplied each season after the first herbicide application. This shall include all tree protection rings, shrub beds, ground covers, annual and perennial beds. This service shall be provided at the direction of the District Manager and billed on a time and materials basis.

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

3.4 Ground Cover and Flower Beds. The appearance and health of ground cover shall be maintained by adhering to the following practices:

a) Weed Control. Weeds 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. Hand weed four (4) times per season, and spray Round-up herbicide two (2) times per season.

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

3.5 Natural Areas. Non-irrigated natural areas such as Willow Creek and Little Willow Creek shall only be mowed as ~~needed (but not less than five (5) times per season) to maintain vegetation height of less than 8 inches. All portions of specified in the natural areas that can be reasonably accessed by equipment shall be mowed.~~ maintenance plan map or at the direction of the District Manager. Particular attention shall be paid to controlling vegetation height and weed growth boarding adjacent residential properties.

a) Trash/Litter Pick-up. Trash/litter in ~~non-irrigated~~ natural areas shall be picked-up weekly, as set forth in **Exhibit C.** The cost of trash/litter pick up from natural areas shall be billed on a time and materials basis.

b) Watering Trees. Trees in non-irrigated natural areas shall ~~be watered when natural moisture is not adequate to sustain healthy conditions.~~ only be watered at the direction of the District Manager and billed on a time and materials basis.

3.6 Integrated Pest and Weed Management. If requested, the Contractor shall assist the Board of Directors of the District (the "Board") to develop policies to apply the principles of Integrated Pest Management (IPM). This includes informing the Board of 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. The Contractor is to provide the Standard Landscape Services described in this Agreement but is to alert the Board of all effective alternatives to chemical applications available. Control and/or elimination of, but not limited to, Canada thistle, musk thistle, scotch thistle and knapweed is of particular concern and shall be included with the IPM.

a) Weed Control. The Contractor shall spray all irrigated turf with a broad-spectrum broadleaf herbicide two (2) times per season with follow-up spot application as required. Prior to such application, the Contractor 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 application of pre-emergent or application of post-emergent control of broadleaf weeds will be performed if necessary and is to occur late June to first week of July of each year. The Contractor shall perform manual removal of weeds as needed. ~~Any non-irrigated turf and native grass areas shall be sprayed with broadleaf herbicide approved for such use by the Colorado Department of Agriculture by the 15th of May each year, with follow-up spot applications as required. Spot treatment of weeds emerging from paved and pebbled walks will be performed as necessary. Herbicide spraying in non-irrigated areas is performed by a separate Contractor and is not a service covered hereunder.~~

3.7 Irrigation System Operation and Maintenance. The Contractor 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, 2021. 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 as described in paragraph 3.7 (b). All controller enclosures shall be opened and visually inspected. The Technician is also responsible for making all repairs and control system adjustments.

The Contract price includes all twenty (20) hours of weekly maintenance services. Contractor agrees that the irrigation hours provided by Contractor, up to eighty (80) hours per month, will be applied by Contractor to any irrigation work performed for the District. Once all irrigation hours have been applied, additional irrigation hours shall be billed in accordance with **Exhibit D** and submitted to District for approval in accordance with the terms of this agreement. If any of the eighty (80) hours per month remain unused at the end of the month under the terms of this agreement, Contractor will credit the District any remaining hours on the next and subsequent work orders submitted for irrigation services. Contractor and District intend that District shall receive the benefit of all eighty (80) hours per month whether or not such benefit is realized within the month of service, or within subsequent months.

Damage to heads caused by mowing operations shall be repaired at Contractor's expense. Operation and maintenance of the irrigation system shall include the following:

a) Activation of Irrigation System. System damages caused by other than system shutdowns will be reported to the District ~~andwith~~ repair estimates and photos of any damage. Such repair estimates shall be approved by the District before initiating repair work. Each spring on a date to be determined by the Contractor, the irrigation system shall be activated. Any system damages which have resulted from improper shutdown the previous fall shall be repaired at the expense of the Contractor. System damages caused by other than system shutdown will be brought to the attention of the District and approved before initiating work. The Contractor shall at all times exercise its best efforts to operate the irrigation system to conserve water resources of the owner.

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.

d) Sprinkler Clock Timing. The Contractor shall make required adjustments in the computer program to optimize the application of water for each individual zone. Further adjustments throughout the watering season shall be performed as needed to adjust for precipitation and fluctuations in the evapo-transpiration rate.

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

f) System Repairs. The Contractor will check the system at the beginning of the watering season to identify broken equipment and provide a Work Order for the cost of repairs to the District Manager. The Contractor shall be responsible for repairs of all sprinkler system damage, which are the result of Contractor's operations. 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 the Contractor 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 Manager or by the Board if deemed necessary by the District Manager.

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

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

i) Locates. The District Engineer is the contact person for the UNCC locate service for the District. If the District Engineer requires the irrigation system to be located in a particular area, the Contractor will be notified in writing by email of such requirement. The District shall compensate the Contractor for locates, based on the rates set forth in **Exhibit E - Labor Supervisor Rate**. If a third party requests a locate, the Contractor shall obtain approval from the District Manager before providing same.

j) Locates and Accuracy. If necessary, the Contractor shall be responsible for contacting the local utility location services for underground line locations. The Contractor shall not be responsible for the cost of repairing any underground utilities, and underground service lines which are not located and marked by the local utility location services. These would include, but are not limited to, invisible dog fences, cable TV, security lines, irrigation or lighting systems, gas barbecue lines, and pool equipment lines, of which the Contractor does not have prior knowledge, or which have not been located by the utility location service.

k) Pond Depth and Consumption Monitoring. The Contractor shall inspect irrigation pond (Crystal Lake in Arrowhead Shores) weekly and monitor its depth. Pond depth shall be compared to consumption rates on a monthly basis. The Contractor shall relay monthly consumption to the District Engineer. Water depth must be maintained to a minimum level of two (2) inches above the base of the stone band surrounding the pond. The Contractor shall include this information in its written report to the District Manager that is submitted on the second Tuesday of each month. The District Manager will inform the Contractor as soon as possible if additional water is to be purchased by the District or if modifications to the irrigation schedule are required.

l) Pump Inspections. The District Engineer 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 Contractor and any concerns forwarded to the District Manager and District Engineer as soon as practicable.

3.8 Facilities Maintenance. The following Standard Landscape Services shall be performed on the District's facilities during the period from January 1 through December 31, 2022.

a) Tennis Courts/Basketball Courts. Provide a time and materials cost for washings that may be requested by the District. Clean off animal waste weekly. Sweep or blow debris off courts weekly

b) Volleyball Courts. At the beginning of the active season (April/May) inspect the courts for low spots and appropriate depth. Any additional material, if needed to

maintain depths, shall be performed by a separate Work Order. Rake smooth sand surfaces. Removal of animal waste weekly.

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 District Manager immediately.

d) Bicycle Paths. Sweep or blow debris off bicycle paths, as needed.

e) Dog Waste Dispenser Stations. Inspect dog waste dispenser stations a twice weekly basis year around. Fill dispensers as needed.

f) Playground Areas. Pick up trash and remove animal waste weekly. Rake materials to a 9" depth under swings and slide. Report any damage or graffiti to the District Manager immediately.

g) Trash/Litter Pickup. Pick up all trash/litter accumulated around courts, play areas, mulch beds, walks and paths, and pond perimeters weekly. Pick up trash/litter in mow areas prior to mowing.

h) Sidewalks. Sweep or blow debris off sidewalks within pavilion area weekly. Provide a proposal for full sidewalk sweepings that may be requested by the District.

i) Ponds. Trash/litter pickup on the edge of the ponds. Trash and debris collecting within the irrigation pond (Crystal Lake in Arrowhead Shores neighborhood) and the detention ponds (Willow Creek drainage) shall be removed with emphasis around storm drain outlets. This may require the use of small non-motorized watercraft. Trash/litter pickup in the Crystal Lake area (not inside the Lake) is included in the contract price. All other trash/litter pickup in the areas specified hereunder shall be billed on a time and materials basis.

3.9 Trash Pickup. Trash pickup and removal shall be the responsibility of the Contractor. All trash receptacles shall have an internal removable can and a plastic removal liner (trash bag). It shall be Contractor's responsibility to ensure that these are in place. When a trash receptacle has a removable lid, it shall be Contractor's responsibility to ensure that the lid is properly in place and secured with a locking cable. Contractor shall order and stock ~~all material~~ trash bags and doggie bags at Contractor's cost. The Contractor shall pickup and remove trash from the site per the following seasonal schedule and pursuant to the following guidelines:

a) Summer (April 1 through October 15). Each week prior to mowing the Contractor shall pick up trash and litter on the Property and adjacent streets. Trash receptacles shall be emptied twice weekly as set forth in **Exhibit C** with extra pickups 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. The Contractor shall provide a fixed price per receptacle for additional trash pickups as required by the District Manager.

b) Winter (January 1 through March 31 and October 16 through December 31). During the winter months the Contractor shall pick up trash on all Property on a weekly basis. Contractor shall pick up all trash accumulated around courts, play areas, mulch beds, walks and paths, and pond perimeters.

c) Ponds. Trash pickup on the edge of the ponds should be considered part of the weekly duties of Contractor outlined above. Trash and debris collecting within the irrigation pond (Crystal Lake in Arrowhead Shores neighborhood) and the detention ponds (Willow Creek drainage) shall be removed twice per year (May and November). This may require the use of small non-motorized watercraft. Contractor shall provide fixed price for additional clean-ups as directed by the Board.

3.10 Contractor 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 the Contractor. The District Manager will designate the location(s) at which the Contractor may obtain water.

3.11 Damage to Landscape Improvements. The Contractor shall provide protection to any material, trees, shrubs, fences, or other landscape improvements (collectively, the “Landscape Improvements”) that may be subject to repetitive contact with maintenance equipment.

At all times the Contractor 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, irrigation equipment, regardless of cause, including, but not limited to, fertilization, fungus, disease, irrigation, improper maintenance, storm damage or vandalism. When such is identified, the Contractor shall immediately notify the District Manager of the condition and recommend corrective action. Any Landscape Improvements damaged by Contractor’s operations shall be repaired or replaced at the expense of the Contractor.

Any landscape improvements having sustained damage prior to the commencement of the term of this 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.

3.12 Winter Services. During the winter months of January, February, March, October, November and December, the Contractor 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 the Contractor and approved by the District Manager, and any such watering will be billed on a time and materials basis. 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.

c) Deep Root Watering. ~~Four (4) times during non-irrigated season, hand~~Hand watering of trees and shrubs will be performed with a root feeder to the appropriate depth for the specific plant, this watering shall be watered as recommended by the Contractor and approved by the District Manager and billed on a time and materials basis.

3.13 Changes. The District may authorize changes in the Standard Landscape Services, order additional services, or order deletion of certain Standard Landscape Services previously ordered, (the “Changes”). The Contractor will not proceed with any Change without prior written authorization by the District Manager. Promptly after the District Manager informs Contractor of a requested Change, the Contractor will deliver to the District Manager a written statement setting forth the estimated cost of the requested Change or credit to the District, as applicable. Upon written approval by the District Manager of Contractor’s written estimate, the Contractor shall proceed with the Change and Contractor’s compensation will be appropriately increased or decreased.

IV. SPECIAL SERVICES:

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

V. GENERAL PROVISIONS:

5.1 Attendance at Board Meetings and Reports to District Manager. Attendance at Board meetings by the Contractor is mandatory during the term of this Agreement. A summary report of all activities for the prior month shall be submitted to the District Manager by the second Tuesday of the month in a form defined in paragraph 6.1 of this Agreement. An agenda for the upcoming District Meeting shall also be submitted to the District Manager by the second Tuesday of the month. Contractor’s employee Randy Morrow shall be the dedicated Account Manager for the District during the term of the Agreement.

If the Contractor cannot resolve questions concerning responsibility for damage, repair, cost and interpretation of the provisions of this Agreement with the District Manager, the Contractor may meet with the Board.

5.2 Contractor’s Duties. The Contractor will render the Services as follows:

a) Professional Standards. The Services will be performed by the Contractor 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 the Services are rendered. Except as otherwise set forth herein, the Contractor shall be responsible to repair, at its cost, any damage caused by its employees, agents, or subcontractors while performing the Services.

b) Quality Assurance. The Contractor shall provide a schedule of all maintenance-related activities planned during the contract period with notations of season requirements. The Contractor 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, the Contractor is authorized to spend a maximum of \$300 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.

c) Performance During Term. The Contractor will commence performing the Standard Landscape Services on the first day of the term of this Agreement, and will thereafter continually and diligently perform the Standard Landscape Services, and the Special Services requested by the District throughout the term of this Agreement.

d) Compliance with the Law. The Contractor will, at its own expense, throughout the term of this Agreement, comply with all federal, state, and local laws, statutes, ordinances, codes, regulation, requirements, guidelines, court rulings and orders of all governmental authorities applicable to services performed by the Contractor under this Agreement, including but not limited to employee safety.

e) Personnel. The Contractor represents that all of its personnel who will perform any services under this Agreement, have received the information, instructions, and training required to provide such services, including training to prevent harm to such personnel, residence and members of the public who may be in the vicinity.

f) Licenses. The Contractor and all of its employees performing tasks that require licensing are licensed to the extent required by all Applicable Law and will, at Contractor's cost, maintain such licensing throughout the term of this Agreement. Such licenses include any requirements set forth by the State of Colorado and Environmental Protection Agency.

g) Mechanics' and Materialmen's Liens. The Contractor will (i) make timely payments to Contractor's employees, subcontractors and/or suppliers, and (ii) be responsible for satisfaction of any liens and encumbrances which are filed or asserted against the District and/or the Property which liens result from the services performed by the Contractor under this Agreement. If any lien is filed claiming by, through or under the Contractor or the services performed by the Contractor, the Contractor will cause such lien to be discharged or bonded within 10 days after its filing. If the Contractor fails to cause such lien to be discharged or bonded within such ten (10) day period, the District, in

addition to any other available remedy, may bond or discharge the lien and, at District's discretion, deduct its costs incurred, including attorneys' fees and interest at the rate of twelve (12%) percent per annum from the due date, from any payments due the Contractor or invoice the Contractor for the amounts paid, which invoice shall be due and payable upon ten (10) days after receipt. Contractor's obligations in this subsection shall not apply if the District has not made payment to Contractor for the services performed.

Hours of Operation – Power Equipment. The Contractor 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.

VI. TERMS OF PAYMENT:

6.1 Request for Payment. During the term of this Agreement the Contractor 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:

- Maintenance log – Standard Landscape Services performed during the previous month including but not limited to:
 - Locations
 - Time and rate per hour of each employee (if applicable)
 - Quantities of materials used in the work performed
 - Reason for work performance
- Detail of problems encountered and corrective action taken or proposed to be taken
- Special Services recommended to be performed during the following month and reason for performance
- If taken, payment requests for Special Services performed and supporting documentation
- Water consumption and pond depth report
- Maintenance inspection report discussing (but not limited to) the following:
 - Turf
 - Planting beds
 - Trees
 - Shrubs
 - Water management
 - Safety conditions
 - Appearance
 - Follow up items for the following month
 - Irrigation System Operation
- Services performed during the previous month pursuant to an approved Work Order.

Any failure to timely provide the foregoing detailed pay request form and report may delay payment up to the next monthly District Meeting.

6.2 Contract Amount. All labor, equipment and material necessary to perform the Standard Landscape Services for the District's fiscal year shall be provided for the sum as referenced in **Exhibit C** and be paid in 12 equal monthly installments beginning in January. Each subsequent payment shall be made on the first business day of each successive month through December.

6.3 Documentation. To the extent that the Contractor performs Special Services pursuant to a Work Order, the Contractor will retain during the term of this Agreement and for the longer of (i) two (2) years after the completion of the Work Order, or (ii) until the final resolution of any outstanding dispute between the District and Contractor, Contractor's internal books and records pertaining to Special Services and Work Orders, which shall be kept in sufficient detail and condition to permit periodic audits of such books and records by the District and the Contractor. The Contractor will, upon request, provide time records and/or records of services performed under the Work Order shown on any invoice.

6.4 Special Services. The Contractor shall submit invoices for all Special Services to the District Manager within thirty (30) days of performing the work. Payments will be made to the Contractor by the last day of the month following the month in which the invoice is approved for payments by the Board of Directors of the District. The District is exempt from Colorado state and local sales and use taxes. Contractor's invoices shall not include any sums for such taxes.

6.5 Chatfield Farms. All invoices for the Services performed shall separately identify the cost of any Services performed within the Chatfield Farms areas shown on **Exhibit A**, and described on **Exhibit B**.

6.6 Service Charges. A service charge of 1% per month will be added to all balances not paid by the last day of the month following the month in which the invoice is approved for payment by the District Manager. This represents an annual rate of 12%. In addition to all service charges, there shall also be paid the reasonable cost of collection, including attorneys' fees and court costs.

VII. TERMINATION/CANCELLATION:

7.1 Termination by the District. Contractor agrees that as partial consideration for the District's entering into this agreement that the District has the right to terminate this agreement as follows:

If the Board determines, in its sole and subjective discretion, that the Contractor has failed or is failing to provide the Services in accordance with the terms of this Agreement, and such failure constitutes a material default by the Contractor of its obligation under this Agreement, the District may terminate this Agreement, upon such terms and within such time period as specified in a Notice of Termination delivered by the District Manager to the Contractor. Such Notice of Termination shall give thirty (30) days notice of such termination to the Contractor.

If the Board determines that the Contractor is in material default of the terms of this

Agreement, the notice of termination shall so specify and in such case, no notice is required to be given prior to the Notice of Termination.

Notwithstanding the foregoing, if the District in its sole and subjective discretion determines that it would prefer for Contractor to remedy any failure to provide services, the Board may instead of a Notice of Termination, deliver to the Contractor a Notice of Deficiency. Such Notice of Deficiency shall identify any dissatisfaction by the District with the Contractor's performance of its obligations under this agreement. The Contractor shall have thirty (30) days from the effective date of the Notice of Deficiency, to satisfy the Board that it has or will take appropriate action to address the matter(s) identified in the Notice of Deficiency. Should the Contractor satisfy the Board's dissatisfaction through its correction per the Notice of Deficiency, then this agreement shall remain in full force and effect. At all times the Board shall retain the right to provide Notice of Termination as provided herein. If District terminates this Agreement for any reason, it shall pay Contractor in full for any Services performed pursuant to the Agreement up to the date of termination. Such payment shall be made in accordance with Section 6 herein.

7.2 Termination by Contractor. Contractor may terminate this Agreement with 30 days notice to the District for the District's willful breach of Section 6 herein, provided that Contractor is not in default under Section 6.

7.3 Attorneys' Fees. If any legal action is brought by either party to enforce the terms of this Agreement, the prevailing party in such action will be entitled to attorneys' fees, and costs in addition to any other relief to which such party is entitled.

7.4 Remedies Cumulative. Unless otherwise expressly limited in this Agreement, District's rights and remedies set forth herein will be in addition to, and not in limitation of, any rights and remedies otherwise imposed or available under applicable law.

7.5 Survival of Provisions. Termination of this Agreement for any reason will not affect (i) any right or obligation of either party which accrued or vested prior to such termination, or (ii) any continuing obligation, liability or responsibility of the Contractor, including without limitation Contractor's indemnity, and warranty obligation(s) under this Agreement.

VIII. INDEPENDENT CONTRACTOR:

It is the express intention of the parties that the Contractor is not employed by the District but is an independent contractor. Any agent or employee of the Contractor shall never be deemed to be an employee or agent of the District. The manner and means of providing the Services are under the sole control of the Contractor. The payment or withholding of any federal, state, and local taxes for the Contractor, its employees or agents shall be the responsibility of the Contractor. As an independent contractor, the Contractor shall be responsible for complying with all applicable workers' compensation law concerning itself, its employees, agents and subcontractors. Contractor shall furnish all supervision, labor, materials, tools and equipment necessary to perform its obligations under this agreement.

IX. ILLEGAL ALIENS:

The Contractor certifies that it shall comply with the provisions of C.R.S. § 8-17.5-101, et seq., or as it may be amended from time to time during the term of this Agreement.

9.1 Employment or Contracting With Illegal Aliens. The Contractor hereby certifies that it shall not knowingly employ or contract with an illegal alien who will perform the Services under this Agreement, or knowingly contract with a subcontractor that fails to certify to the Contractor that such subcontractor does not knowingly employ or contract with an illegal alien to perform the Services under this Agreement.

9.2 Verification Regarding Illegal Aliens. The Contractor hereby represents, warrants, and agrees that the Contractor will participate in the E-Verify Program or the Department Program established pursuant to the requirements of C.R.S. § 8-17.5-102 (5)(c), which may be collectively referred to as the “Employment Verification Programs”, in order to confirm the employment eligibility of all of its employees who are newly hired for employment to perform the Services (“Newly Hired Employees”). The Contractor represents, warrants, and agrees that Contractor has verified the employment eligibility of its Newly Hired Employees through participation in either of the Employment Verification Programs.

9.3 Limitation Regarding Verification Programs. The Contractor is prohibited from using Employment Verification Programs’ procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

9.4 Duty to Terminate a Subcontract. If the Contractor obtains actual knowledge that a subcontractor performing the Services knowingly employs or contracts with an illegal alien, the Contractor shall:

a) notify the subcontractor and the District within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

b) terminate the subcontract with the subcontractor if, within three (3) days of receiving notice required pursuant to C.R.S. § 8-17.5-102(2)(b)(III)(A) that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien, the subcontractor does not stop employing or contracting with the illegal alien.

The Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

9.5 Duty to Comply with Investigation. The Contractor shall comply with any reasonable request made by the Colorado Department of Labor and Employment made in the course of an investigation pursuant to C.R.S. § 8-17.5-102(5).

9.6 Damages for Breach of Agreement. In addition to any other legal or equitable remedy to which the District may be entitled for a breach of this Agreement, if the District

terminates this Agreement, in whole or in part, due to Contractor's breach of any requirements of C.R.S. § 8-17.5-101, et seq., the Contractor shall be liable for actual and consequential damages to the District.

9.7 Notification. The District shall notify the office of the Colorado Secretary of State if the Contractor violates a provision of this Agreement required pursuant to C.R.S. § 8-17.5-102(2), and the District terminates the Agreement for such breach. The District will notify the Colorado Secretary of State if a court made such a determination.

9.8 Participation in Employment Verification Program. If the Contractor participates in the Department Program, it shall (i) notify the District of its participation, and (ii) within twenty (20) days after hiring the Newly Hired Employee, provide a written, notarized copy of the affirmation to the District pursuant to the requirements of C.R.S § 8-17.5-102(5)(c)(II) stating that the Contractor has examined the legal status of the Newly Hired Employee. The Contractor hereby consents to audits conducted by the Colorado Department of Labor and Employment to review documents required pursuant to C.R.S § 8-17.5-102(5).

X. INDEMNITIES AND WAIVERS:

10.1 Definitions.

a) **Parties.** The "Contractor Parties" are the Contractor, its officers, members, partners, agents and employees, subcontractors and all other persons and entities over whom the Contractor exercises control or supervision. The "District Parties" are the District, its manager, officers, directors, employees, agents, independent contractors, and consultants. A "Beneficiary" is the intended recipient of the benefits of another party's indemnity, waiver or obligation to defend.

b) **Claims.** "Claims" means all damages, losses, injuries, liabilities, penalties, disbursements, costs, expenses, charges, assessments and expenses (including attorneys' fees, experts' fees, and expenses incurred in investigating, defending or prosecuting any litigation or proceeding), claims, demands, litigation, suits, proceedings, causes of action (whether in tort or contract or in law or at equity) or judgments.

c) **Indemnify, Waive and Defend.** "Indemnify" means to protect a party against potential Claims and/or to compensate a party for Claims actually incurred. "Waive" means to knowingly and voluntarily relinquish a right and/or to release another party from liability in connection with Claims. "Defend" means to provide a legal defense of a Beneficiary against Claims with counsel reasonably acceptable to such Beneficiary and at no cost to the Beneficiary.

10.2 Indemnities as to Performance. To the fullest extent permitted by applicable law, the Contractor will Indemnify and Defend the District Parties against all Claims arising out of any intentional, reckless, gross or negligent act or omission by any Contractor Party which Claims arise from or in connection with Contractor's performance of the Services pursuant to this Agreement, or from the violation of or failure of any Contractor Party to comply with any

applicable law.

10.3 Repair Indemnities as to Property Damage. Contractor shall be responsible for prompt repair and any indemnification related thereto or any damage to District property caused by Contractor or their personnel. Labor and materials for the repair or replacement of said damages shall be provided and borne by Contractor.

10.4 Scope of Indemnities and Waivers. The indemnities, waivers and obligations to defend contained in this Agreement (i) will be enforced for the benefit of the applicable Beneficiary even if the Claim in question is caused by the active or passive negligence or sole, joint, concurrent or comparative negligence of such Beneficiary, and regardless of whether liability without fault or strict liability is imposed upon or alleged against such Beneficiary, but not to the extent that a court of competent jurisdiction holds in a final judgment that a Claim is caused by the intentional or reckless act or omission of such Beneficiary; (ii) are independent of, and shall not be limited by, each other or any insurance obligations in this Agreement until all related Claims against the Beneficiaries are fully and finally barred by any applicable law.

10.5 District's Reliance. In reliance on the indemnity, waiver and undertaking to defend contained in herein and the agreement by the Contractor to obtain and maintain in force the insurance policies and endorsements described hereinafter, the District may not carry primary insurance for Claims arising from any Contractor's Parties acts or omissions. The Contractor acknowledges that Contractor is relying not on the District or District's Insurance in order to pay Claims arising from any Contractor Parties acts or omissions, but rather on (A) the insurance required by Section XI of this Agreement and any additional insurance the Contractor has elected to carry; (B) Contractor's own funds, as to deductibles and self-insured retentions under Contractor's insurance and as to Claims which exceed Contractor's insurance limits; and (C) third parties (other than the District Parties), as to Claims arising from the actions of third parties.

10.6 District's Liability. District's liability for failure to perform its obligations under this Agreement shall be limited to suit for breach of contract. The Contractor waives all Claims against the District for consequential, special, or punitive damages allegedly suffered by any Contractor Party, including lost profits and business interruption. No provision of this Agreement shall be construed as a waiver by the District of any constitutional, statutory, or other governmental immunity provided by law.

XI. CONTRACTOR'S INSURANCE:

11.1 Coverages. The Contractor will, at its sole cost and expense, maintain in effect at all times during the term of this Agreement and as otherwise required hereunder, the following insurance coverages with limits of not less than those set forth below. Contractor 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 of this agreement.

- 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.

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

This policy will contain (i) an endorsement including the District Parties as "additional insureds", (ii) cross-liability and severability of interest endorsements, (iii) a waiver of subrogation in favor of the District Parties, and (iv) an aggregate per location endorsement.

c) Vehicle Insurance.

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

This policy will be a standard form written to cover all owned, hired and non-owned vehicles owned or operated by the Contractor Parties and contain (i) an endorsement including the District Parties as "additional insureds", (ii) cross-liability and severability of interest endorsements, (iii) a waiver of subrogation in favor of the District Parties, and (iv) an aggregate per location endorsement.

d) Umbrella Liability Insurance.

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

This policy will be written on an umbrella basis above the coverages described in Section (c) above and contain (i) an endorsement including the District Parties as additional insureds, (ii) a waiver of subrogation in favor of the District Parties, and (iii) an aggregate per location endorsement.

11.2 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 provisions that state that they cannot be cancelled, non-renewed or materially modified without 30 days prior written notice by insurance carrier(s) to the District Manager.

11.3 Evidence of Coverage. Evidence of the insurance coverage required to be maintained by the Contractor under this section, 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 will 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, the Contractor will provide to the District Manager a certified copy of any or all insurance policies or endorsements required by this Agreement. The Contractor 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 the Contractor is required to carry.

XII. MISCELLANEOUS:

12.1 Notice. All notices must be in writing and (a) delivered personally, (b) sent by United States certified mail, postage prepaid, return receipt requested (“US Mail”), (c) placed in the custody of a nationally recognized overnight carrier for next day delivery (“Carrier”), and will be deemed effective (i) when received, if delivered personally, (ii) 4 days after deposit, if sent by US Mail, and (iii) the next business day after deposited with Carrier during business hours on a business day. All notices shall be delivered to the following addresses, or such other address as is provided by one party to the other in accordance with this section:

Notices to the District:

Roxborough Village Metropolitan District
c/o CliftonLarsonAllen LLP
Attn: Anna Jones, District Manager
8390 East Crescent Parkway, Suite 500
Greenwood Village, CO 80111-2814

Copy to:

Folkestad Fazekas Barrick & Patoile, P.C.
Attn: Katie James
18 South Wilcox Street, Suite 200
Castle Rock, CO 80104

Notices to the Contractor:

METCO LANDSCAPE, INC.
Attn.: Judy Mcnew
2200 Rifle Street
Aurora, CO 80011

12.2 Entire Agreement. This Agreement will constitute the entire agreement between the parties with respect to performance of the Services, and no oral statements or prior written agreements not specifically incorporated herein will be of any force or effect. The District will not be bound by any purported modification or amendment of this Agreement and will not be deemed to have waived any provision of the Agreement, unless such modification, amendment or waiver is set forth in writing and signed by the District. No waiver by the District of Contractor’s

compliance with provisions or conditions of the Agreement on one occasion will be deemed to be a waiver of similar or dissimilar provisions of conditions at the same or any prior or subsequent time with respect to this Agreement.

12.3 Governing Law/Venue. This Agreement will be governed by and construed in accordance with Colorado law, and venue for any actions brought under this Agreement will be in Douglas County, Colorado.

12.4 Interpretation/Severability. If any provision of this Agreement is held illegal, invalid or unenforceable under present or future applicable law, such provision will be fully severable and this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision were not a part hereof. All headings in this Agreement are for convenience of reference only, are not part of this Agreement, and no construction or inference will be derived there from. This Agreement may be executed in any number of counterparts, each of which will be deemed an original and all of which taken together will be deemed one and the same document.

12.5 Construction. The parties acknowledge that each party has reviewed this Agreement and had an opportunity to have legal counsel review this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

12.6 Authority. Each of the parties represents to the other that such party has full power and authority to execute, deliver, and perform this Agreement; that the individuals executing this Agreement on behalf of said party are fully empowered and authorized by all requisite action to do so; that this Agreement constitutes a valid and legally binding obligation of such party enforceable against such party in accordance with its terms; that such execution, delivery, and performance will not contravene any legal or contractual restriction binding upon such party; and that there is no legal action, proceeding, or investigation of any kind now pending or to the knowledge of such parties threatened against or affecting such party or the execution, delivery, or performance of this Agreement.

12.7 Successors and Assigns. This Agreement will inure to the benefit of, and be binding upon, the Contractor, the District and their respective legal representatives, successors and permitted assigns. The Contractor may not assign or delegate the benefits and/or obligations under this Agreement without a prior written consent of the District; provided, however, the Contractor may subcontract certain tasks included in the Services as deemed appropriate by the Contractor. Notwithstanding the foregoing, consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Service Contractor or in connection with assignment to an affiliate or pursuant to the merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization. Notice of any permitted assignment shall be given by Contractor to the District within 7 days of such Assignment.

EXHIBIT A

MAP – LANDSCAPE AREAS - PROPERTY

EXHIBIT B

PROPERTY

Roxborough Village:

- a) Four parcels formerly known as 99 year parcels, which include the Roxborough Community Park, Little Willow Creek from Rampart Range Road to the northern boundary of Roxborough Village Filing No. 12B and open space.
- b) Imperial Park - the small pocket part on the west side of Village Circle West at Stacy Place (Tract A, Imperial Homes at Roxborough Village Filing No. 1)
- c) The 7-acre pond (AKA Crystal Lake, Tract K-2, Roxborough Village Filing No. 16A) - the source of irrigation water. Tract K, Roxborough Village Filing No. 16A, grass area between the wall and the perimeter sidewalk.
- d) Power-line easement - entirety from Rampart Range Road to Village Circle West.
- e) Rampart Range Road.
 - i) West from Waterton Road to the intersection of Rampart Range Road and Village Circle East and West.
 - ii) West side and medians only from power-line easement to approximately 300' south of the last lot on Blue Mesa Way.
 - iii) The open space on the east side of Rampart Range Road south of Village Circle East (yellow area only)
- f) Village Circle East
 - i) West/south side of road from fence line to back of curb - Rampart Range Road to the east-west utility easement separating Filing 16A from Pulte Homes area.
 - ii) North/east side of road from fence line to back of curb - Rampart Range Road to Ptarmigan Lane (Labeled in red as Tract A).
- g) Village Circle West - the entire right-of-way from fence-line to back of curb on both sides with the following exceptions:
 - i) Elementary School site excluded.
 - ii) Tract D (Labeled in red, see Canvasback Circle) - maintain from back of curb to walk only.
 - iii) On the west side, beginning at the fifth house north of Red Mesa Way, continuing to the fourth (4th) house south of Red Mesa Way, mow as turf to the fence line. After the fourth (4th) house south of Red Mesa Way, continuing to Rampart Range Road, mow as described in paragraph 3.1.c of the Agreement - "Trails Through Native Turf and Grass Areas."

EXHIBIT B

PROPERTY

- iv) Filing 15 - west side of Red Mesa Drive from last lot south to the cul-de-sac, the connector trail to Blue Mesa Drive, west side of Blue Mesa Drive from cul-de-sac to the first lot, west side of Blue Mesa Way from last lot south to cul-de-sac.
- h) Roxborough Village Filing No. 16A: Tract A-A, Tract B, Tract B-1, Tract C, Tract C-C, Tract D-1, Tract D-D, Tract E-E, Tract F, Tract G, Tract H, Tract I, Tract J, Tract K, Tract K2, Tract L, Tract M, Tract N, Tract O, Tract O-1, Tract P, Tract P-1, Tract Q, Tract R, Tract S, Tract U, Tract V, Tract T, Tract W, Tract X, Tract Y, Tract Z.
- i) Roxborough Village Filing No. 16A, 1st Amendment: Tract E-1, Tract B-2, Tract B-B-1.
- j) Roxborough Village Commercial Subdivision – Third Amendment – Tract E-1, Tract C and Tract F.

Chatfield Farms:

- a. Little Willow Creek- entire open space corridor, excepting out detention ponds, from the north line of Executive Homes at Roxborough Village Filing No. 3 north to Waterton Road including the open space south of Chatfield Marketplace (Tract A, Chatfield Farms Filing No. 1-A; Tract A1, Chatfield Farms Filing No. 1-A, 1st Amendment; Tract C, Chatfield Farms Filing No. 1-B), the open space corridor of Chatfield Farms Filing 1-B that is west of the Roxborough Village Filing No. 12-A and north of the Roxborough Village Filing No. 12-B (Tract E, Chatfield Farms Filing No. 1-B), the sloped area west of Campfire Drive to the District boundary (Tract A, Chatfield Farms Filing No. 1-B) excepting out the emergency access road located within Tract A, Chatfield Farms Filing No. 1-B.
- b. Chatfield Park (Active Park - Tract B, Chatfield Farms Filing No. 1-A) - the park on the west side of Liverpool Circle and adjacent to Tract A, Chatfield Farms Filing 1-A of the Little Willow Creek open space.
- c. Un-named Park (Active Park - Tract E-1, Chatfield Farms Filing No. 1A, 2nd Amend.) - the small pocket park on the south side Waterton Road and on the west side of the entry to the Chatfield Marketplace.
- d. Waterton Road: South right-of-way from the entry to Liverpool Circle to Chatfield Marketplace including entire streetscape from back of curb to fence line (Tract F, Chatfield Farms Filing No. 1-A).

- e. ~~Irrigated Parkway/Medians:~~
 - i. ~~Median located at Campfire Street.~~

EXHIBIT C*STANDARD LANDSCAPE SERVICES***SERVICE** **FREQUENCY/TIMES PER YEAR**

Irrigated turf area mowing (mow, trim, blow)	28	April - October
Litter pick-up-Landscaped Area (Summer)	26	April - October
Litter pick-up-Landscaped Area (Winter)	24	October - April
Edging-Irrigated Turf Areas (Bi-Weekly)	14	April - October
Fertilization-Irrigated turf areas	3	April/May, July & Sept
Core Aeration-Irrigated turf areas	2	April/October
Broadleaf Weed Spray-Irrigated Turf Areas	3	April/May, July & Sept
Manual Weed Control-Landscaped Beds	28	April – October
Chemical Weed Control-Landscaped Beds. Sidewalks and Curb/Gutter	7	April – October
Irrigation Winterization	1	October
Spring Clean Up-Landscaped areas (includes cutting back perennial grasses)	1	April
Fall Clean Up-Landscaped areas (includes cutting back perennial flowers)	1	November
Pre-Emergent Application-Mulch and rock beds, irrigated turf areas as needed	1	April
Tree Well Maintenance (Chemical Application)	2	April - October
Shrub/Tree Pruning (under 10’)-Aesthetic	2	June & September
Irrigation Activation	1	April
Irrigation System Checks	28	April - October
Site Inspections	12	January - December

Totals

Total Contract Price	\$ 179,052.00
Monthly Payment Amount (January – December)	\$ 14,921.00

Additional Services Not Included in Base Price

Fall Aeration	Upon Approval	Included
Native Area Maintenance (Mowing, Trash)	Upon Approval	Included T & M
Native Area Weed Control	Upon Approval	T & M
Annual Flower Installation and Maintenance	Upon Approval	T & M
Irrigation System Repair	Upon Approval	T & M
Insect and Disease Control	Upon Approval	T & M
Tree Wrap/Unwrap	Upon Approval	T & M
Winter Watering Each	Upon Approval	T & M
Large Debris Removal	Upon Approval	T & M

2022 Extra Work Rates*

\$49.85	Per hour, foreman with truck
\$45.35	Per hour, laborer, general labor.
\$57.80	Per hour, laborer with equipment.
\$100.85	Per hour, native area mowing.
\$73.65	Per hour, irrigation technician.
\$119.00	Per backflow plus applicable fees— backflow testing.
\$57.80	Per hour, irrigation helper.
\$97.90	Per hour, hand watering.
\$107.65	Per hour, emergency call. (2 Hour Minimum)
\$100.85	Per hour, chemical application
\$89.50	Per hour, landscape consultation.

- One hour minimum charge per service provided. Billable time will be rounded to nearest $\frac{1}{2}$ hour.
- Mobilization costs, portal to portal, will be included in the hourly services for each visit.
- Dump fees, material costs, and equipment fees will be added to invoices as applicable.
- A proposal for landscape projects is available upon request.
- Landscape consultation charges may be removed upon approved proposal.
- Emergency Calls should only be made to prevent damage to persons or property (including but not limited to continuously running water). An Emergency Call is defined as a call for service outside of normal business hours, Monday through Friday 8:00 am to 5:00 pm, and holidays.

*Extra work rates cover any extra work preformed that does not fall under Exhibit E's Special Services work.

**Holiday time is applicable on the following days: Thanksgiving Day, Friday after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day and New Year's Day, and Easter.

EXHIBIT D

LANDSCAPE MAINTENANCE MAP

EXHIBIT E**SPECIAL SERVICES**

<u>Special Services</u>	<u>Cost</u>
Irrigation repairs (CLIA Technician)	\$73.65 / hr + materials
Junior Technician	\$57.80 / hr + materials
Turf repairs (including removal, prep, sod, straw mulch)	\$T&M / sf (min. 1000 sf) (less per quote)
Tractor-Mower	\$100.85 / hr
Walk-Behind Mower	\$56.10 / hr
Hydro mulch (including seed)	\$T&M / sf
Notify District if there is a minimum job size	\$
Pesticide spray per hour	\$T&M / hr + materials
Trees and shrubs fertilization	\$T&M / hr
Deep root watering	\$97.90 / hr
Tree wrap - trees with diameter over 4"	\$T&M / tree
Pruning of trees - having height in excess of 10 feet	per separate quote based on time and material
Pruning of shrubs - having height in excess of 10 feet	per separate quote based on time and material
Flowers for beds (preparation, fertilizer, seasonal care)	\$14.85 / sf
Leaf removal	\$T&M / hr
Broom per hour	\$51.00 /hr
Sand application/lbs.	\$T&M / lb.
Tennis court/Basketball court high-pressure wash hard courts	\$56.10 each
Baseball infield – inspection and correction of low spots in turf areas	per separate quote based on time and material
Baseball infield – edging, compaction, and rake smooth	\$T&M
Baseball infield – inspection of backstop fence	\$45.35/hr
Sidewalks and trails – power sweep	\$56.10/hr

Labor Rates

General laborer	\$45.35 / hr
Supervisor	\$86.90 / hr
Emergency calls	\$92.40 / hr

Miscellaneous

Trash removal - additional pick-ups	
Trash receptacles	\$22.00 / receptacle
Ponds and drainages	\$T&M / occurrence
Wood mulch	\$58.25/ CY
Top dressing - top soil	\$T&M / CY
Top dressing - infield mix	\$T&M / CY



Monthly Maintenance Report for Roxborough Village

METCO LANDSCAPE, INC.

Submitted by: Bill Barr 1/10/2022 Recipients: Anna Jones, Public Manager

REVIEW OF GANTTED OPERATIONS

Turf	TURF IN DORMANCY FINALLY GOT SOME MOISTURE
Shrub Beds	WE WILL BE CUTTING BACK GRASSES THROUGHOUT THIS MONTH
Trees	TREES ARE GOOD WE HAVE PICKED UP SEVERAL LARGE BRANCHES ALONG STREETS WITH ALL THE WIND WE HAVE HAD
Irrigation	ALL IRRIGATION IS WINTERIZED WE WILL BE DOING SOME APPROVED WINTER WATERING ON NEWLY PLANTED TREES
Site Policing	WE CONTINUE TO PORTER FOR DOG STATIONS AND TRASH ALONG WITH LITTER PATROL
Overall Site	WE WILL BE TAKING DOWN CHRISTMAS LIGHTS MIDDLE OF THE MONTH AND WILL CONTINUE TO WORK ON ASSIGNMENT AT COMMUNITY PARK PROJECT

Review of Operatons for Upcoming Month:
Schedule, Gantt, special Needs, Concerns, Areas of Focus

Heidt, Ashley

From: Jones, Anna
Sent: Monday, January 10, 2022 5:31 PM
To: Heidt, Ashley
Subject: FW: [External] Re: Boulders at Community Park
Attachments: IMG_20211217_135007548.jpg; IMG_20211217_135048857.jpg; IMG_20211217_135011813.jpg

Please include photos and email in next packet.

Thx!



Anna Jones
 Public manager
 State and Local Government
 CLA (CliftonLarsonAllen LLP)

Direct 303-793-1478
anna.jones@CLAconnect.com

CLA is an independent member of Nexia International. See [member firm disclaimer](#) for details.

From: Ephram Glass <ephramglass@roxboroughmetrodistrict.org>
Sent: Friday, December 17, 2021 2:52 PM
To: Scott Barnett <scott@mulhernmre.com>
Cc: Jones, Anna <Anna.Jones@claconnect.com>; billb (billb@metcolandscape.com) <billb@metcolandscape.com>; Debra Prysby <debbieprysby@gmail.com>; DPrysby <office@saintgregs.org>
Subject: [External] Re: Boulders at Community Park

Think Security – This email originated from an external source. Be cautious with any links or attachments.

All,

During our landscape walks, we had discussed adding the rocks on the downslope sides of the path where vehicles keep going off the path. It would have been good to get that all done while Bill's guys had the equipment on site, however we can wait until Bill is doing the rut restoration to minimize mobilization costs. I suspect that we will be receiving an email from certain residents asking why no rocks are blocking the other spots we had talked about - which is what I wanted to nip in the bud.

I've attached some photos of the rocks Metco moved so far - in case you want to send them to the rest of the board. They are large files, so let me know if they don't come through.

Thanks,
Ephram

On Fri, Dec 17, 2021 at 1:35 PM Scott Barnett <scott@mulhernmre.com> wrote:

I think Bill's crew was beginning today and it may take a couple days for the parking lot area. The rest of the boulder locations should be directed by Board discussion. With Board direction, Bill's crew will move them around as directed and may take a few days as well, on a T&M basis.

Scott Barnett P.E.

scott@mulhernmre.com

188 Inverness Drive West, Suite 140

Englewood, CO 80112

303-649-9857 office

303-263-3699 mobile

From: Jones, Anna <Anna.Jones@claconnect.com>
Sent: Friday, December 17, 2021 1:01 PM
To: billb (billb@metcolandscape.com) <billb@metcolandscape.com>; EphramGlass <ephramglass@roxboroughmetrodistrict.org>; Scott Barnett <scott@mulhernmre.com>
Subject: Boulders at Community Park

Hi there Bill and Scott,

I just got off the phone with Ephram and he was curious if you have completed the Boulder work or if there is more to come...? He indicated there needs to be additional boulders placed in the area where people are driving down in order to prevent that from happening again. Bill, let us know where you are in the process and we can plan from there.

Thanks!

Anna

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CliftonLarsonAllen LLP







Action Items:

- 1) The board needs to review the updated Metco landscaping scope of work.

Environmental Committee Notes

Greenhouse:

Ephram is working with the Douglas County Building Department to get the building permit. The Planning and Engineering Departments provided waivers for the more onerous requirements. The building permit normally takes 4-6 weeks, but this may be accelerated since this is a small project. There are likely no further obstacles, but Douglas County couldn't provide a guarantee on that.

Crystal Lake Water Level:

We're still waiting for data from Scott.

Smooth Brome Reduction:

The field south of Tadpole Pond was seeded with over 40 species of native plants (mostly wildflowers) in the nine marked locations that had received herbicide treatments for smooth brome. We had several volunteers help us with ground prep and planting. To increase chances of germination, we will seed the same plots with the same species in early spring. Carrie Hanson will provide some material that we can post on the website. Carrie is also looking into getting some signs to let passersby know what we're doing in the field.

Seed Collection:

Since the greenhouse likely won't be up and running until late 2022, seed collection will continue next year to ensure we have fresh seed. Thus far, we have collected some seeds from over 100 species.

Bat Box:

Jay is in the midst of ordering the pole for the batboxes. He is hopeful to get them installed within a month.

Crystal Lake Trees:

We will be rechecking our flags in early spring and have Metco plant trees at that time.

**THE FOLLOWING ARE POST PACKET ITEMS:
ITEMS THAT WERE DISTRIBUTED AT THE MEETING
AND NOT IN THE ORIGINAL PACKET**

RESOLUTION 2022-1-____
OF THE BOARD OF DIRECTORS OF
ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
DOUGLAS COUNTY, COLORADO

A RESOLUTION APPROVING SERVICES AGREEMENT
WITH GAME-SET-MATCH INC.
FOR COURT CLEANING AND WINDSCREEN MAINTENANCE

The Roxborough Village Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), has received a proposal from Game-Set-Match Inc., a Colorado corporation (the “Contractor”), to perform tennis court cleaning and windscreen maintenance, as more specifically described in the Services Agreement attached hereto as Schedule A (the “Agreement”); and

The Contractor will provide such services in accordance with the terms of the Agreement; and

The Board of Directors of the District has determined that it is in the best interest of District residents and property owners to enter into the Agreement.

NOW, THEREFORE, be it resolved by the Board of Directors of Roxborough Village Metropolitan District, Douglas County, Colorado, that:

Section 1. The Agreement, in the form attached hereto as Schedule A, is approved. The officers of the District are authorized to execute the Agreement, and the officers of and consultants to the District are authorized to take any actions that are necessary or appropriate for the District’s performance of the terms of the Agreement.

APPROVED AND ADOPTED this ____ day of _____, 2022, by a vote of ____ for and ____ against.

ROXBOROUGH VILLAGE METROPOLITAN
DISTRICT, a quasi-municipal corporation and
political subdivision of the State of Colorado

By: _____
Calvin Brown, President

ATTEST:

By: _____
Edward Wagner, Secretary

SCHEDULE A

Services Agreement with Game-Set-Match Inc.

Game-Set-Match, Inc.
8280 S. Quebec St., Suite #A
Centennial, CO 80112
303-790-1991 :tel
303-790-1992 :fax



COURT CLEANING & WINDSCREEN MAINTENANCE AGREEMENT 2022

Community: Roxborough Village Metropolitan District

3-15-22

Number of Courts: 2

Number of locations: 1

Starting Date: Jan 15, 2022

Ending Date: December 31, 2022

CLEANING

Washing of courts with water-broom, trash clean up (inside court enclosure) and equipment check (includes adjusting net height and tension, checking center straps, attaching loose wind-screens, checking fences and other court equipment for damage). Additional charge for materials used. Suggested equipment replacement with approval of Community Representative. Community will provide hose hook-up near tennis court enclosure, reasonable water pressure and access to tennis courts for GSM staff.

Liability Insurance and Workers Compensation coverage in place.

(Contact at CLA Nicholas Carlson(nicholas.carlson@clacconnect.com) when- scope of work is scheduled and complete)

Number of cleanings: 4

Charge per cleaning: \$ 335.00

*Contract prices are contingent on number of cleanings specified. Any adjustments may result in a price increase and will require prior approval from GSM, Inc.

TOTAL ANNUAL CLEANING CHARGE: \$ 1340.00

WINDSCREEN MAINTENANCE

Lower in Spring and raise in Fall.—south end only.

(Additional fenced areas with windscreens can be maintained at an extra charge).

*There will be an extra charge for materials used.

Charge per visit per court: Spring: \$ NA

Fall: \$ NA

TOTAL ANNUAL WINDSCREEN MAINTENANCE CHARGE: \$ NA

CHARGE FOR ADDITIONAL SERVICES: \$ 0

GSM strives to perform quality workmanship in cleaning and windscreen maintenance. All complaints should be filed at our office within 7 days of service.

TOTAL COST FOR 2021 SEASON: \$ 1340.00

Community Representative

Game-Set-Match, Inc.

Print Name _____ Print Name _____

Signature _____ Signature _____

Date _____ Date _____

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this “Agreement”), is made and entered into this _____ day of _____, 2022, by and between **ROXBOROUGH VILLAGE METROPOLITAN DISTRICT**, a quasi- municipal corporation and political subdivision of the State of Colorado, whose address is c/o CliftonLarsonAllen LLP, 8390 East Crescent Parkway, Suite 300, Greenwood Village, Colorado 80111-4814 (the “District”), and **GAME-SET-MATCH INC.**, a Colorado corporation, whose address is 8280 South Quebec Street, Suite #A, Centennial, CO 80112 (the “Contractor”).

DISTRICT’S REPRESENTATIVE. District hereby designates Anna Jones as its representative (“District’s Representative”), who shall be District’s single point of contact during the term of the Agreement and who shall be reasonably available to Contractor. District’s Representative shall provide information and any approvals required to be furnished by District hereunder to permit Contractor to fulfill its obligations under this Agreement.

CONTRACTOR INFORMATION:

Soc. Sec. or Tax I.D. #: 84-1156303
Telephone Number: (303) 790-1991
Fax Number: (303) 790-1992
Contact Person: Adam Burbary, owner
Contact for contract and billing issues.

Contact Jay or Jon Born for scheduling the Work.
Cell #303-887-9607

IT IS HEREBY AGREED AS FOLLOWS:

WORK TO BE PERFORMED. In accordance with the Terms and Conditions attached hereto, Contractor agrees to furnish all labor, tools, equipment, supervision, supplies, and other items necessary to perform the work (the “Work”) described in **Exhibit A**, attached hereto and incorporated herein by reference.

ADDITIONAL WORK. The Terms and Conditions of this Agreement shall apply to any services or work performed by the Contractor pursuant to a Work Order approved by the District during the current fiscal year.

CONTRACT PRICE. Subject to the provisions of the Terms and Conditions, District agrees to pay, and Contractor agrees to accept as full compensation for performing the Work, a sum not to exceed \$1,340.00 (the “Contract Price”).

DISTRICT:

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado

CONTRACTOR:

GAME-SET-MATCH INC.,
a Colorado corporation

By: Calvin Brown, President

By: Adam Burbary, President

TERMS AND CONDITIONS

1. PAYMENT. Payment by District will be made within sixty (60) days after receipt by District of Contractor's invoice. Disputed invoices shall be resolved in accordance with the provisions of paragraph 8 hereof.

2. LAWS AND REGULATIONS. Contractor, its agents and employees shall at all times comply with all applicable laws, ordinances, statutes, rules, and regulations, federal and state, county and municipal, particularly those relating to wages, hours, fair employment practices, nondiscrimination, and working conditions. Contractor shall procure and pay for all permits, licenses, and inspections required by any governmental authority for any part of the Work under this Agreement, and shall furnish any bonds, security, or deposits required by such authority to permit performance of the Work.

3. ILLEGAL ALIENS. The Contractor certifies that it shall comply with the provisions of C.R.S. § 8-17.5-101, et seq., or as it may be amended from time to time during the term of this Agreement.

a. The Contractor shall not knowingly employ or contract with an illegal alien who will perform the Work under this Agreement, or knowingly contract with a subcontractor that fails to certify to Contractor that such subcontractor does not knowingly employ or contract with an illegal alien to perform the Work.

b. The Contractor hereby certifies that it will participate in the E-Verify Program, or the Department Program established pursuant to the requirements of C.R.S. § 8-17.5-102 (5)(c), which may be collectively referred to as the "Employment Verification Programs", in order to confirm the employment eligibility of all of its employees who are newly hired for employment to perform the Work ("Newly Hired Employees").

c. The Contractor represents, warrants, and agrees that Contractor has verified the employment eligibility of its Newly Hired Employees through participation in either of the Employment Verification Programs.

d. The Contractor is prohibited from using Employment Verification Programs' procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

e. If Contractor obtains actual knowledge that a subcontractor performing the Work knowingly employs or contracts with an illegal alien, Contractor shall:

i. notify the subcontractor and the District within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

ii. terminate the subcontract with the subcontractor if, within three (3) days of receiving notice required pursuant to C.R.S. 8-17.5-102(2)(b)(III)(A) that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien, the subcontractor does not stop employing or contracting with the illegal alien. The Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

iii. comply with any reasonable request made by the Colorado Department of Labor and Employment made in the course of an investigation pursuant to C.R.S § 8-17.5-102(5).

f. If Contractor participates in the Department Program, it shall (i) notify the District of its participation, and (ii) within twenty (20) days after hiring the Newly Hired Employee, provide a written, notarized copy of an affirmation to the District pursuant to the requirements of C.R.S § 8-17.5-102(5)(c)(II) stating that Contractor has examined the legal status of the Newly Hired Employee.

g. The Contractor hereby consents to audits conducted by the Colorado Department of Labor and Employment to review documents required pursuant to C.R.S § 8-17.5-102(5).

h. In addition to any other legal or equitable remedy the District may be entitled to for a breach of this Agreement, if the District terminates this Agreement, in whole or in part, due to Contractor's breach of any requirements of C.R.S 8-17.5-101, et seq., Contractor shall be liable for actual and consequential damages to the District.

i. The District will notify the office of the secretary of state if Contractor violates a provision of the Agreement required pursuant to C.R.S. 8-17.5-102(2), and the District terminates the Agreement for such breach. The District will notify the office of secretary of state if a court made such a determination.

4. INSURANCE.

a. Contractor shall acquire and maintain in full force and effect, during the entire term of this Agreement, including any extensions hereof, statutory workers' compensation insurance coverage, including employer's liability; commercial general liability insurance coverage; and automobile liability insurance coverage in the minimum amounts set forth below. All insurance is to be placed with insurance carriers licensed in the State of Colorado with an A.M. Best and Company rating of no less than A- and/or Standard and Poor's Insurance Solvency Review rating of no less than A- or as otherwise accepted by District's Representative. Each such policy shall include a provision that insurer shall provide District thirty (30) days written notice prior to the cancellation or material modification of any policy of insurance obtained to comply with this paragraph.

b. Required Coverage Amounts.

i. Workers' Compensation Insurance in accordance with applicable law.

ii. Commercial general liability insurance in the amount of \$1,000,000.00 combined single limit bodily injury and property damage, each occurrence; \$2,000,000.00 general aggregate.

iii. Commercial automobile liability insurance in the amount of \$1,000,000.00 combined single limit bodily injury and property damage, each accident covering any auto.

c. The policies required hereinabove shall be endorsed to include the District, District's Representative, District's consultants, agents and officers as additional insureds. Every policy required above shall be primary insurance, and insurance carried by the District, if any, shall be in excess and not contributory insurance to that provided by Contractor. The Contractor shall be solely responsible for any deductible losses under any policy required above.

d. During any and all periods in which Contractor shall be performing under the terms of the Agreement, Contractor shall comply in full with the Occupational Safety and Health Act of 1970 and any amendments thereof, hereafter referred to as the Act. Contractor agrees that it will comply with all requests of District which are in furtherance of the Act. Contractor agrees to save and hold harmless District from any responsibility or penalty as a result of Contractor's noncompliance with the Act.

e. The procuring of required policies of insurance shall not be construed to limit Contractor's liability hereunder or to fulfill the indemnification provisions and requirements included in the Contract Documents. Contractor shall be solely responsible for any deductible losses under all policies.

f. Prior to commencing any Work hereunder, Contractor shall provide District with certificates evidencing that (i) all insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect for the duration required by the Contract Documents and (ii) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days prior written notice is given to District.

g. Failure on the part of Contractor to procure and maintain policies providing required coverages, conditions, and minimum limits shall constitute a material breach of the terms of the Contract Documents upon which the District may immediately terminate the Agreement. In the alternative, District may, at District's Representative's sole discretion, elect to procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the District shall be repaid by Contractor to the District upon demand, or the District may offset the cost of the premiums against any monies due to Contractor from the District.

5. INDEMNIFICATION. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless District, District's Representative, District's consultants, agents and officers, from and against all claims, damages, losses, and expenses, including attorney fees, arising out of or resulting from performance of the Work under this Agreement, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, but only to the extent caused in whole or in part by the negligent acts of Contractor, Contractor's sub-contractors, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party described in this paragraph. In claims against any person or entity indemnified under this paragraph by an employee of Contractor, Contractor's sub-contractors, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by limitation on amount or type of damages, compensation, or benefits payable by or for Contractor or Contractor's sub-contractors under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts. Notwithstanding any provision to the contrary in any applicable law, District's claim for indemnification by Contractor shall not accrue, and any applicable statute of limitations shall not begin to run, until District's payment of a final judgment, arbitration award, or settlement arising out of any claim that is subject to Contractor's obligation to tender such indemnification.

6. SAFETY.

a. Contractor, its agents and employees shall follow all applicable safety and health laws and requirements pertaining to the Work and the conduct thereof, including all applicable laws, ordinances, rules, regulations, and orders issued by a public authority, whether federal, state or local, including the Federal Occupational Safety and Health Administration, and any safety measures required by District.

b. Safety of Contractor's employees, whether or not in common work areas, is the responsibility of Contractor.

c. Contractor agrees to instruct all of its employees to inform District immediately of any unsafe condition or practice, whether or not in common work areas.

7. CHANGE ORDER PROCEDURES.

a. District's Representative may order changes in the Work, and Contractor will perform such changes in the Work. All Change Orders shall be made in writing and signed by the District's Representative and the Contractor. Any change or adjustment to Contractor Price as a result of changes in the Work shall be as specifically stated in the Change Order. If Contractor encounters conditions it considers different from those described in **Exhibit A**, it is required to issue written notice to District before proceeding. Contractor's failure to issue notice shall constitute waiver of any claims for additional compensation. If Contractor and District cannot agree upon a price for the changes in the Work, District may direct Contractor to execute the changes, and Contractor will be paid based on the actual cost to Contractor, plus a reasonable markup, not to exceed twelve percent (12%), for profit and overhead expenses. Change Orders that result in a reduction in the scope or cost of the Work shall reduce the Contract Price to the District. If the Contractor and District cannot agree upon a price for changes in the Work, the District may direct the Contractor to provide a detailed breakdown of the savings to the Contractor. Under these circumstances, the District is entitled to a five (5%) percent further cost reduction for profit on work not performed. The District will forego the five (5%) percent profit withholding if the Change

Order suggestion originated with the Contractor and is viewed by the District as a cost-effective savings to the District.

b. No Change Order or other form of order or directive shall be issued by the District that requires additional compensable Work to be performed, which Work causes the aggregate amount payable under this Agreement to exceed the amount appropriated by the District under the original Agreement, unless the Contractor is given written assurance by the District that lawful appropriations to cover the costs of the additional Work have been made or unless such Work is covered under a remedy-granting provision in the Agreement.

c. Any form of order or directive issued by the District which requires additional compensable Work to be performed shall contain a clause requiring the District to reimburse the Contractor for the actual costs incurred by the Contractor to perform such Work on no less than a bi-monthly basis until a Change Order is finalized; provided, however, that no compensation shall be required until the savings breakdown, if any, required pursuant to the provisions of paragraph 7(a) of these Terms and Conditions has been delivered to the District's Representative or Representative's Designee.

8. DISPUTES.

a. Contractor shall carry on the Work during all disputes or disagreements with District. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as District and Contractor may otherwise agree in writing.

b. All disputes that arise relating to this Agreement that cannot be resolved directly by the parties themselves shall be resolved by binding arbitration. Either party may, upon written notice by such party to the other party ("Notice of Arbitration"), submit the dispute for resolution by binding arbitration in accordance with the Colorado Uniform Arbitration Act, C.R.S. § 13-22-201 *et seq.* (the "CUAA"), the laws of the State of Colorado and the American Arbitration Association Commercial Arbitration Rules for fast track proceedings before the Judicial Arbiter Group of Denver, Colorado ("JAG") or, if JAG no longer conducts arbitration proceedings in the Denver metropolitan area, before JAMS of Denver, Colorado ("JAMS"), or, if JAMS no longer conducts arbitration proceedings in the Denver metropolitan area, before the American Arbitration Association ("AAA"). The parties shall select a single arbitrator and, if they cannot agree upon the arbitrator within seven (7) days after the Notice of Arbitration is given, JAG, JAMS or AAA, as the case may be, shall select the arbitrator. Subject to any limitations contained in the CUAA, the arbitrator shall have all of the power and authority of a district court judge sitting in the State of Colorado to adjudicate the matter submitted. The parties shall cooperate to achieve an expedited hearing date. The decision of the arbitrator shall be rendered within forty-five (45) days after the Notice of Arbitration is given unless otherwise agreed to in writing by both parties, shall be final and may be filed with the District Court of Douglas County (the "Court") in accordance with the provisions of C.R.S. § 13-22-222. Prior to the appointment of an arbitrator, the Court, upon motion of either party, may enter an order for provisional remedies, including interim awards and temporary restraining orders, to protect the effectiveness of the arbitration proceeding to the same extent and under the same conditions as if the controversy were the subject of a civil action. Such orders shall remain in effect until and unless the arbitrator is appointed who vacates or modifies the same. Following the appointment of an arbitrator, the arbitrator may issue such orders for provisional remedies, including interim awards and temporary restraining orders, as the arbitrator deems appropriate to protect the effectiveness of the arbitration proceeding and to promote the fair and expeditious resolution of the controversy, to the same extent and under the same conditions as if the controversy were the subject of a civil action in a court of competent jurisdiction.

9. INDEPENDENT CONTRACTOR. The relationship between District and Contractor is that of independent contractor. If Contractor has the status of an employer as defined by applicable Colorado statutes and similar acts of the national government including all Social Security Acts, Contractor will withhold from its payrolls as required by law or government regulation, and shall have full and exclusive liability for the payment of any and all taxes and contributions for unemployment insurance, workers' compensation, and retirement benefits that may be required by federal or state governments.

10. TERM.

a. The term of this Agreement is set forth in Exhibit A; provided, however, that in no event shall the term of this Agreement extend beyond the current fiscal year.

b. This Agreement may be terminated by District for any reason upon 10 days prior written notice of termination, except as set forth in subparagraph c.

c. This Agreement may be terminated by District with immediate effect and without prior notice or recourse to any judicial authority if Contractor:

i. Breaches the terms of this Agreement.

ii. Becomes insolvent, is subject to a petition in bankruptcy filed by or against Contractor, or is placed under control of receiver, liquidator, or committee of creditors.

iii. Assigns or attempts to assign this Agreement without District's prior written consent.

iv. Ceases to function as a going concern or abandons the Designated Territory.

d. If this Agreement is terminated, District will pay Contractor that portion of the Contract Price actually earned by Contractor through the date of termination, as determined by District's Representative in his reasonable discretion.

11. NO WAIVER OF GOVERNMENTAL IMMUNITY. Notwithstanding any provisions contained herein to the contrary, District does not waive or intend to waive the limitations on liability that are provided to it under the Colorado Governmental Immunity Act, Section 24-10-101 *et seq.*, C.R.S. or any other applicable law.

12. AUTHORITY. Each party represents to the other that such party has full power and authority to execute, deliver, and perform this Agreement; that the individual executing this Agreement on behalf of said party is fully empowered and authorized to do so; and that this Agreement constitutes a valid and legally binding obligation of said party enforceable against said party in accordance with its terms.

13. CONFLICTS. In case of conflicts between the provisions of Exhibit A and this Agreement (including the Terms and Conditions made a part hereof), the provisions of this Agreement shall control.

14. NOTICES. All notices must be in writing and (a) delivered personally, (b) sent by United States certified mail, postage prepaid, return receipt requested ("US Mail"), (c) placed in the custody of a nationally recognized overnight carrier for next day delivery ("Carrier"), and will be deemed effective (i) when received, if delivered personally, (ii) 4 days after deposit, if sent by US Mail, and (iii) the next business day after deposited with Carrier during business hours on a business day. All notices shall be delivered to the addresses for the parties first set forth above, or such other address as is provided by one party to the other in accordance with this paragraph.

END OF TERMS AND CONDITIONS

EXHIBIT A
DESCRIPTION OF WORK

**RESOLUTION
OF THE BOARD OF DIRECTORS OF
ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
DOUGLAS COUNTY, COLORADO**

A RESOLUTION ADOPTING CODE OF CONDUCT

WHEREAS, the Board of Directors (the "Board") of Roxborough Village Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado ("District"), has determined that it is in the best interest of the residents of the District to adopt rules pertaining to public comment and meeting conduct for District meetings.

WHEREAS, pursuant to Section 32-1-1001 (m), C.R.S., the District is authorized to adopt, amend, and enforce bylaws, rules and regulations not in conflict with the constitution and laws of this state for carrying on the business, objectives, and affairs of the Board and of the District.

WHEREAS, the Board has determined it is in the best interest of the residents of the District to adopt the following Code of Conduct, attached as Exhibit A hereto, pertaining to public comment and meeting conduct for all District meetings. Such Code of Conduct was approved in substance on November 16, 2021 and the final form is attached as **Exhibit A**.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF ROXBOROUGH VILLAGE METROPOLITAN DISTRICT, DOUGLAS COUNTY, COLORADO:

That the Code of Conduct, attached hereto as **Exhibit A**, is hereby approved, and the appropriate officers of the District are hereby authorized and directed to execute the same on behalf of the District.

APPROVED AND ADOPTED this ____ day of _____, 20__, by a vote of ____ for and ____ against.

ROXBOROUGH VILLAGE
METROPOLITAN DISTRICT,
a quasi-municipal corporation and
political subdivision of the State of Colorado

By: _____
Calvin Brown, President'

ATTEST:

By: _____
Edward Wagner, Secretary

EXHIBIT A

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
MEETING CODE OF CONDUCT

Public comment—general

- When agenda provides for it, public comment will be held near the beginning of a meeting. Public comment may be routinely held at regular meetings of the Board and will be added to the agenda at the discretion of the Board at special meetings.
- Speakers can address the entire Board—personal Board member addressing to be done directly to a Board member outside of a meeting. Topic can be any matter that speaker wishes to address whether on the agenda or not on the agenda. If any agenda item is allocated specific comment such specific comments should be given at that agenda item time.
- Total time limit for individual comments will be 3 minutes per speaker, with a maximum total of 15 minutes for public comment, collectively unless otherwise extended by the Board (via Motion by a Director and majority Board approval).

Speakers will be taken in order of sign-in, as time allows. Priority will be given to District residents if any speakers are non-residents, unless non-residents are attending at the behest of the Board.

Public comment—specific

- If requested by the Board (via Motion by a Director and Board approval), any specific agenda item may have public comment added to that item.
- Specific comment will be limited to a specific agenda item.
- Total time limit for individual comments will be 15 minutes or as specified by the Board via aforementioned Motion.
- Question and Answer session: If requested by the Board (via Motion by a Director and Board approval), any specific agenda item may include a Question and Answer session with members of the public which shall be more of an engaged discussion than Public comment as otherwise described herein. Such Q and A session will be limited to 15 minutes unless the Motion and approval otherwise specifies.

Manner of addressing Board

- Time limit is 3 minutes per speaker. Speakers cannot cede time to others.

- All speakers must give their name and identify themselves as 1) a resident of the District and give address; 2) non-resident doing business within the District and give business name and address; or 3) non-resident and non-business speaker, and give an address for the record.
- Speakers who refuse to give name or address may not address the Board.
- As a general rule, Board members will not discuss or debate items during public comment with the speakers or one another, but will refer such items to staff for follow-up. Q and A sessions, if held, as a general rule will not include discussion or debate with the public but will provide a more engaged form of information gathering for the Board members.
- If a Board member asks a clarifying question of a speaker, only the Board member and speaker are permitted to enter into discussion regarding same.
- All speakers must respect the public nature of the forum, and the limited purpose of the forum to conduct the business of the District by using language to convey a message that is free from profanity or expletives.
- No speaker may make threats of violence or harm, or convey threats of violence or harm.

Manner of conduct by attendees of meeting

- All attendees must sign in or will be asked to leave meeting.
- No public speaking out of public comment period or unless directly addressed by the Board.
- No obscene, offensive, or profane language, gestures or written materials.
- No distracting gestures or written materials that detract from the Board's ability to conduct business.
- No intoxicated or otherwise impaired attendees.
- All speech and conduct must be respectful to other attendees and to Board Members.
- For video meetings—
 - All attendees must sign in through the chat, or will be removed from the meeting.
 - Turning on video camera is optional for any attendee.

- All non-Board public member attendees must stay on Mute at all times unless they are called for public comment.
- All non-Board consultant attendees must stay on Mute as much as possible when they are not being consulted by the Board.
- Board members should stay on Mute during any period they do not wish to speak.
- Any chat function on the video meeting will be monitored by one designated consultant of the District and used for noting attendance, identifying information for attendees and speakers, and for collecting informal written comment, none of which will constitute an official Board record but will be used to pass information along at the discretion of such consultant. The public always has the ability to email, call, or discuss in person with the District Manager or a Board Member to make individual comments.
- The following are prohibited at both video and in person meetings: Speaking out of turn; obscene or profane language; gestures, or written materials; distracting gestures, written materials, or backgrounds; are prohibited on video meetings as in person meetings.

Public comment—written in advance of meeting

- Public comment specific to an agenda item may be submitted in writing to the District Manager by 1:00 p.m. the day prior to a scheduled Board meeting, to be included in the meeting packet or post-packet items with name and address included. Such written comments will be read aloud by the Manager as time allows. Written comments must be specifically identified as public comment in order to be included in meeting packet materials.
- As a general rule, Board members will not discuss or debate items submitted as written public comment during a meeting but will refer such items to staff for follow-up.

Violations of meeting conduct/manner

- Request by any Board member to cease the conduct—1 request.
- Request by any Board member to cease the conduct –2nd request.
- Request by any Board member to cease the conduct—3rd request will require attendee to leave the meeting.

- Any threat of violence or harm, whether verbally or through gesture or other mannerism, will result in immediate ejection from meeting and a police report will be filed.
- Any attendee with signs of intoxication or impairment may be immediately ejected from meeting.



Landscape Maintenance Map

Roxborough Metro District

Legend

-  Beauty Bands, Curbs, Paths
-  Bluegrass/Beds
-  HOA Maintained
-  HOA Maintained
-  Large Native Mow
-  Large Non-Irrigated Mows
-  Sledding Hill



Landscape Maintenance Map Changes

- 1) Added beauty bands to fence lines immediately adjacent to maintained areas
- 2) Removed native mow of the land to the east of Rampart Range Rd under the power lines. Beauty bands along the paths will remain. We will monitor the rabbitbrush to see if mowing will be necessary in the future.
- 3) Community Park will get one mow in late fall or early winter on all the non-irrigated areas east of the main concrete path. The exceptions to this are Preble's Pond (which obviously doesn't get mowed) and the sledding hill which will require a mow in early fall.
- 4) The following will get one mow in late fall or early winter:
 - a) Tract E on the southern border of Chatfield Farms 1B
 - b) The non-irrigated areas north of Chatfield Farms 1B except the land north of the main concrete path.
 - c) Tract G between the Pulte and Arrowhead Shores homes.
 - d) The Arrowhead Shores drainages/detention ponds. (A couple of these were shown as HOA maintained, but the license agreement says the district is required to mow).
- 5) The areas in front of Red Mesa and at the hogback trailhead along Village Circle West should be mowed at least twice in the spring and early summer to keep the grass low.
- 6) Added maintenance to the access "path" off Silvercliff Lane to spray for weeds. (It should be noted that the homeowner that had extended their fence and been required to move their fence back also expanded into that access path property).

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING
OF THE BOARD OF DIRECTORS OF THE
ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
HELD
TUESDAY, DECEMBER 7, 2021

A special meeting of the Board of Directors of the Roxborough Village Metropolitan District (referred to hereafter as the “Board”) was convened on Tuesday, December 7, 2021 at 6:00 p.m. via ZOOM. The meeting was open to the public.

ATTENDANCE

In Attendance were Directors:

Calvin Brown, President
Debra Prysby, Vice President
Ephram Glass, Treasurer
Ed Wagner, Secretary
Garry Cook, Assistant Secretary

Also in Attendance were:

Anna Jones, Nic Carlson and Shauna DAmato;
CliftonLarsonAllen LLP (“CLA”)
Katie James, Esq.; Folkestad Fazekas Barrick & Patoile, P.C.
Scott Barnett; Mulhern MRE, Inc.
Bill Barr; Metco Landscape Inc.
Steven Bailey; Bailey Tree
Mark Rubic; Resident at 7735 Verandah Court
Travis Jensen; Resident

CALL TO ORDER

Director Brown called the meeting to order at 6:02 p.m.

DECLARATION OF
QUORUM/DIRECTOR
QUALIFICATIONS/
DISCLOSURE MATTERS

A quorum was declared present. No new conflicts were disclosed.

APPROVE AGENDA

Following review, upon a motion duly made by Director Prysby, seconded by Director Glass and, upon vote, unanimously carried, the Board approved the agenda, with the suggested move of the Metco Contract from the Consent Agenda to discuss under Action Items.

Attorney James noted there is no updated Code of Conduct document for the item listed on the Consent Agenda.

RECORD OF PROCEEDINGS

PUBLIC COMMENT and/or GUESTS

Mark Rubic, resident, addressed the Board commenting on the Code of Conduct.
Travis Jensen made comments regarding the agenda and the Code of Conduct.

CONSENT AGENDA

November 16, 2021 Special Meeting Minutes:

Cash Position and Property Tax Schedule for November:

Current Claims, Approve Transfer of Funds, Ratify Payment of Autopay Claims and Ratify Approval of Previous Claims:

Review Bailey Tree Update:

Review Metco Landscaping Update:

Code of Conduct at District Board Meetings

Resolution No. 2021-11-02, Approving 2022 Metco Snow Removal Agreement

Resolution No. 2021-11-03, Approving 2022 Mulhurn Service Agreement

Pay Application Number 1 for Spillway/ Boulder Installation from 53 Corporation, LLC in the Amount of \$39,240

Resolution No. 2021-11-04, Approving 2022 Election Resolution

Ms. Jones reviewed the Consent Agenda with the Board. Following discussion, upon a motion duly made by Director Glass, seconded by Director Wagner and, upon vote, unanimously carried, the Board approved the Consent Agenda, with the revision of the 2022 budgeted amount for the greenhouse and Director Glass's position on the Code of Conduct in the November Minutes.

FINANCIAL MATTERS

Other: None.

ACTION ITEMS

Resolution No. 2021-11-05 Resolution Approving 2022 Maintenance Agreement with Bailey Tree, LLC:

Bailey Tree Proposal for Emerald Ash Borer/ Ash Bark Beetle Premier Tree Injection Treatment in the Amount of \$21,360.00: This item was deferred.

RECORD OF PROCEEDINGS

Bailey Tree Proposal for Tree Service and Fertilizer Program in the Amount of \$28,130.00: Following review, upon a motion duly made by Director Glass, seconded by Director Wagner and, upon vote, unanimously carried, the Board approved of the Bailey Tree Proposal for Tree Service and Fertilizer Program in the Amount of \$28,130.00.

The Board discussed the opportunity to hire an arborist to map and create an inventory of the District's trees and asked CLA to obtain estimates for mapping.

Playground Planning, consider a Motion to Approve Consultants to Move Forward with Public Bid Preparation and Related Tasks: Ms. Jones reviewed the reasons to initiate the bidding process with the Board. Ms. Jones will reach out to Mr. Wenskoski to define an outreach/survey strategy for discussion at the next meeting.

Amendment to Resolution Regarding Colorado Open Records Act Rules and Policy (CORA): Item was deferred as the updated policy is not ready for review.

Open Space Management Proposal from Ark Ecological Services, LLC in the Amount of \$35,750.00: Following review, upon a motion duly made by Director Glass, seconded by Director Brown and, upon vote, unanimously carried, the Board approved of the Open Space Management Proposal from Ark Ecological Services, LLC in the Amount of \$35,750.00, subject to final legal review.

Metco Winter Water Proposal in the Amount of \$7,200.00: Following review, upon a motion duly made by Director Prysby, seconded by Director Glass and, upon vote, unanimously carried, the Board approved the Metco Winter Water Proposal in the amount of \$7,200.00.

Resolution No. 2021-11-01, Approving 2022 Metco Service Agreement:

DIRECTOR MATTERS

Environmental Committee: Director Glass provided an update regarding the Greenhouse permitting status. Director Prysby reviewed the landscape maintenance process.

Other: None.

RECORD OF PROCEEDINGS

MANAGER MATTERS

Landscape maintenance and Future Planning: This item was deferred.

Exploration of Frisbee Golf Course: CLA will look into pricing for design and construction of a Frisbee Golf Course.

Other: None.

LEGAL MATTERS

Final Water Due Diligence Filing and Executive Session Pursuant to C.R.S. Section 24-6-402(4)(B) and for the Purpose of Receiving Legal Advice on Special Legal Questions, if requested: Attorney James explained the reason for having this item on the agenda. No action taken.

Other: None.

ENGINEERING MATTERS

Scope of 53 Corporation, LLC Spillway Project: Mr. Barnett provided an update.

Phase 2 of Northside Spillway: Mr. Barnett recommended improving the north side of the spillway and continuing the project. Following discussion, upon a motion duly made by Director Wagner, seconded by Director Cook and, upon vote, unanimously carried, the Board approved Mr. Barnett putting together drawings for the Northside Spillway.

Other: None.

LANDSCAPING MATTERS

Other: The Board discussed the Metco Contract. Attorney James indicated the Board could approve the contract through January 2022 as currently drafted. Ms. James will make minor changes in scope of service and bring the revised Contract for approval at the January Meeting. Following discussion, upon a motion duly made by Director Brown, seconded by Director Prysby and, upon vote, unanimously carried, the Board approved the Metco Contract through January 2022, in order to approve for all of 2022 minor scope revisions at the January Meeting.

OTHER BUSINESS

Other: Director Prysby requested that CLA get 3-4 landscape walks on the calendar for 2022.

Quorum for January 18, 2022 Regular Meeting: A quorum was confirmed.

EXECUTIVE SESSION

Executive Session Pursuant to C.R.S. Section 24-6-402(4)(B) for the Purposes of Receiving Legal Advice on the Specific Legal Question of CORA Requests and Responses by District Custodian

RECORD OF PROCEEDINGS

An Executive Session was not needed.

ADJOURNMENT

There being no further business to come before the Board, upon a motion duly made by Director Prysby, seconded by Director Cook and, upon vote, unanimously carried, the Board adjourned the meeting at 7:31 p.m.

Respectfully submitted,

By: _____
Calvin Brown, President

Attest:

By: _____
Ed Wagner, Secretary

RESOLUTION NO. 2022-1 -

**RESOLUTION OF THE BOARD OF DIRECTORS OF
ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
DOUGLAS COUNTY, COLORADO, APPROVING AN AGREEMENT
WITH COMMUNITY RESOURCE SERVICES OF COLORADO, LLC**

WHEREAS, the Board of Directors of the Roxborough Village Metropolitan District, Douglas County, Colorado (the "District"), a quasi-municipal corporation and political subdivision of the State of Colorado, has made a determination that it would be beneficial to the District to enter into an Agreement ("Agreement") with Community Resource Services of Colorado, LLC, a Colorado limited liability company, whose address is 7995 East Prentice Avenue, Suite 103E, Greenwood Village, CO 80111 ("Consultant"), for Services more specifically set forth in the Agreement attached hereto as **Exhibit 1**.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF ROXBOROUGH VILLAGE METROPOLITAN DISTRICT, DOUGLAS COUNTY, COLORADO:

That the Agreement between District and Consultant, attached hereto as **Exhibit 1**, is hereby approved, and the appropriate officers of the District are hereby authorized and directed to execute the same on behalf of the District.

ADOPTED AND APPROVED this 18th day of January, 2022, by a vote of ____ for and ____ against.

ROXBOROUGH VILLAGE METROPOLITAN
DISTRICT, a quasi-municipal corporation and political
subdivision of the State of Colorado

By: _____
Calvin Brown, President

ATTEST:

By: _____
Ed Wagner, Secretary

EXHIBIT 1

AGREEMENT WITH
COMMUNITY RESOURCE SERVICES OF COLORADO, LLC



COMMUNITY RESOURCE SERVICES OF COLORADO, LLC
The Offices at the Promenade East Building
7995 East Prentice Avenue, Suite 103E, Greenwood Village, CO 80111
(303) 381-4960 - (303) 381-4961 Fax - www.crssofarado.com

December 22, 2021

Kathryn James
Roxborough Village Metropolitan District

Via Email: kjames@ffcolorado.com

RE: Proposal to Conduct a Mail Ballot Election – May 3, 2022

Dear Kathryn:

Thank you for your interest in Community Resource Services of Colorado (“CRS”) and for the opportunity for us to provide a proposal to assist the District with its regular election in May 2022. Our highly experienced and skilled team’s mission is to provide cost effective consulting services in the areas of management, election administration and accounting for local governments.

CRS can conduct an independent mail ballot election to the District, providing the following election services:

- ✓ Preparation and review of completed self-nomination forms
- ✓ Order and merge voter registration and property owner’s records
- ✓ Develop a list of eligible electors and coordinate ballot mailing process
- ✓ Develop a listing of UOCAVA voters (uniform and overseas voters) and coordinate preparation of ballot packets and mailing of same
- ✓ Coordinate printing and mailing of ballot packets, that would include the ballot, return and mailing envelopes, and secrecy sleeve
- ✓ File election plan
- ✓ Draft and publish notice of election in coordination with legal counsel
- ✓ Draft and publish call for nominations in coordination with legal counsel
- ✓ Prepare all necessary resolutions to be considered by the Board
- ✓ Provide and train election judges, and prepare all necessary documentation for the judges
- ✓ Count the ballots and provide an abstract of votes cast
- ✓ Coordinate and assist canvass board with certification of election results
- ✓ Coordinate all filings required under statute
- ✓ Any other election duties performed by the designated election official

The estimate to conduct this election follows:

For the mail ballot packets (mailing envelope, return envelope, secrecy sleeve, ballot) the printing cost for 5,200 ballots is estimated at \$8,000. This number could increase slightly when 2022 prices are applied. Postage costs would be approximately \$2,080. CRS cost estimate for services is \$8,000. In total, the District would spend approximately \$25,160 to conduct a

Page Two

Roxborough Village Metropolitan District mail ballot election. CRS does not markup the printing costs. The District would pay the vendor directly.

If the District is required to mail and/or email a call-for-nominations to each eligible elector of the District, that cost would be in addition to the pricing above. Also, if the District requires a TABOR notice to be mailed, that cost would be in addition to pricing above.

As you know, the hours spent to conduct an election can vary depending on community involvement and interest. The District will only be billed for actual time spent. We anticipate that a majority of the time spent on this election will be billed at \$105.00 per hour. My rate is \$195/hour.

Please let me know if you have any questions.

Very truly yours,

A handwritten signature in blue ink that reads "Sue Blair".

Sue Blair
CEO

RESOLUTION 2022-01-____

**RESOLUTION OF THE BOARD OF DIRECTORS OF
ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
DESIGNATING LOCATION FOR
POSTING OF 24 HOUR NOTICE FOR YEAR 2022**

WHEREAS, pursuant to C.R.S. §24-6-402(2)(c), the District must designate a public place or places for posting any notice of meeting required to comply with C.R.S. §24-6-402(2)(c), which notice shall include specific agenda information where possible. Such posting place or places shall be designated annually by the Board at its first regular meeting of the calendar year.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF ROXBOROUGH VILLAGE METROPOLITAN DISTRICT, DOUGLAS COUNTY, COLORADO THAT:

Section 1: Notices of meetings pursuant to C.R.S. §24-6-402(2)(c), will be posted at least twenty-four (24) hours prior to such meetings on the District's website at <https://roxboroughmetrodistrict.org/>.

Section 2: Anna Jones of CliftonLarsonAllen LLP or her designee is hereby appointed to post the above referenced notices.

APPROVED AND ADOPTED, this 18th day of January, 2022 by a vote of _____ for, _____ against.

ROXBOROUGH VILLAGE METROPOLITAN
DISTRICT, a quasi-municipal corporation and
political subdivision of the State of Colorado

By: _____
Calvin Brown, Vice-President

ATTEST:

By: _____
Ed Wagner, Secretary



Bailey Tree LLC

13165 W. Yale PL.
Lakewood, Co 80228
720-940-6519
baileytreetrimming@gmail.com

PROPOSAL

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Please Email us to
accept and schedule
work

- Licensed with the Colorado Department of Agriculture for Pesticide Application
- Tree Services Licensed with all Cities in the Denver Metro Area
- Fully Insured with \$4m Liability & Workers Compensation Insurance

Proposal 1

Roxborough Metropolitan District c/o Clifton Larson Allen

Estimator: Steven Bailey

Monday, January 17, 2022

Roxborough Metropolitan District c/o Clifton Larson Allen
303-779-5710
8390 E Crescent Parkway Suite 300
Greenwood Village, CO 80111

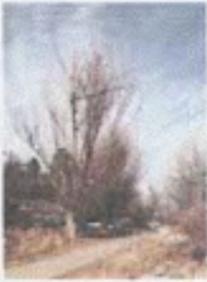
Worksite: Roxborough Metro District

Address: 7550 Dusk St
Littleton, CO 80125

Contact: Anna Jones

Services We Recommend

Task #	Tree/Shrub(Location)	Service Description	Quantity	Cost
1	Willow	Removal Green Space behind Address. 2 Large Willow trees with significant amounts of dead branches. Many live branches growing off the dead branches which are poorly attached and likely to break off in medium to high winds. Cut the trees down to as low of a stump as is reasonable. Haul away all wood and debris. Clean up work areas.	2	\$3,000.00
2	Willow	Stump Grinding Green Space behind Address. Grind the stump down 6 to 8 inches below grade. Stump grindings are put back in the hole and may leave a small mound, excess grindings are hauled away and disposed of. <i>*Bailey Tree will not be held responsible for damage done to any sprinkler or small electric lines within the vicinity of the stump.</i>	2	\$500.00
Services We Recommend Total:				\$3,500.00

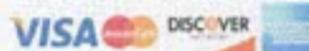


ISA Certified Arborists

Robert Bailey RM-0603A
George Biedenstein RM-0756B

We accept Cash, Check, or Credit Card

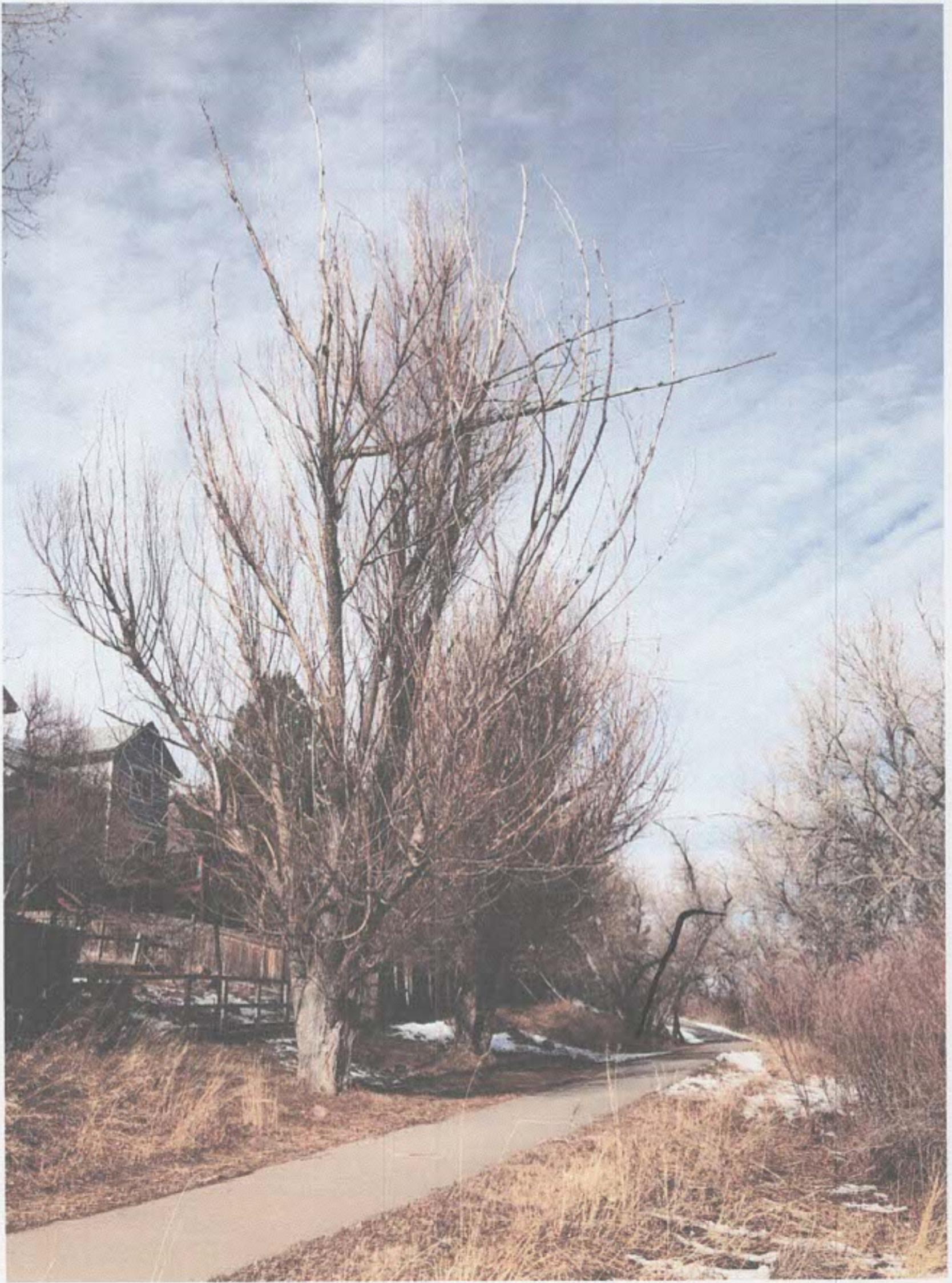
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Page 1 of 3

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7550 Dusk St.
2 willow



Bailey Tree LLC

13165 W. Yale PL.

Lakewood, Co 80228

720-940-6519

baileytreetrimming@gmail.com

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- Tree Services Licensed with all Cities in the Denver Metro Area
- Fully Insured with \$4m Liability & Workers Compensation Insurance

Proposal 2

Roxborough Metropolitan District c/o Clifton Larson Aller

Estimator: Steven Bailey

Monday, January 17, 2022

Roxborough Metropolitan District c/o Clifton Larson Allen 303-779-5710

Worksite: Roxborough Metro District

Larson Allen

8390 E Crescent Parkway Suite 300

Greenwood Village, CO 80111

Address: 7550 Dusk St
Littleton, CO 80125

Contact: Anna Jones

X.) Alternative Service

Task #	Tree/Shrub(Location)	Service Description	Quantity	Cost
1	Willow	Storm Damage Large broken limb high up in Willow along pathway behind 7550 Dusk St. Clean up damaged and broken limbs due to storm. Remove debris and cleanup work areas.	1	\$450.00
X.) Alternative Service Total:				\$450.00



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- Tree Services Licensed with all Cities in the Denver Metro Area
- Fully Insured with \$4m Liability & Workers Compensation Insurance

Roxborough 20210911

Monday, January 17, 2022

Estimator: **George Biedenstein**
3035878069

Worksite: Roxborough Village

Address: 10127 Waterton Rd
Littleton, CO 80125

Contact:

Roxborough Metropolitan District c/o Clifton ³⁰³⁻⁷⁷⁹⁻⁵⁷¹⁰
Larson Allen
8390 E Crescent Parkway Suite 300
Greenwood Village, CO 80111

Requested Services

Task #	Tree/Shrub(Location)	Service Description	Quantity	Cost
1	Tree(s)	Day Rate Trimming & Small Removal Services Day rate of \$1,500.00 for 2 men, a pickup truck, and a chipper for trimming, small removals, and brush chipping. Go along all paths in greenbelt areas, cutting willow brush and other plants to a swath 5 feet wide on either side of path and prune branches up to 10 ft high over the paths .Approximate work times are from 9am to 3pm (3:30 if they take a lunch) Work includes "Fly Chipping" debris and blowing it into native areas, dispersing it . Trimmed areas will be blown clean. Not to exceed 7 days at a cost of \$10,500 Work will be done during Winter Months Dec 2021-March 2022	10	\$10,500.00
2	Cottonwood	Removal On Village Circle West By Halley's Way. Cut the tree down to as low of a stump as is reasonable. Haul away all wood and debris. Clean up work areas.	1	\$900.00
3	Cottonwood	Stump Grinding On Village Circle West By Halley's Way. Grind the stump down 6 to 8 inches below grade. Stump grindings are put back in the hole and may leave a small mound, excess grindings are hauled away and disposed of. <i>*Bailey Tree will not be held responsible for damage done to any sprinkler or small electric lines within the vicinity of the stump.</i>	1	\$300.00
Requested Services Total:				\$11,700.00



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George Biedenstein RM-0756B

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~~Remove stump~~
Remove + Stump grind

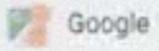


Google Maps 7311 N Rampart Range Rd



Image capture: Jun 2015 © 2021 Google

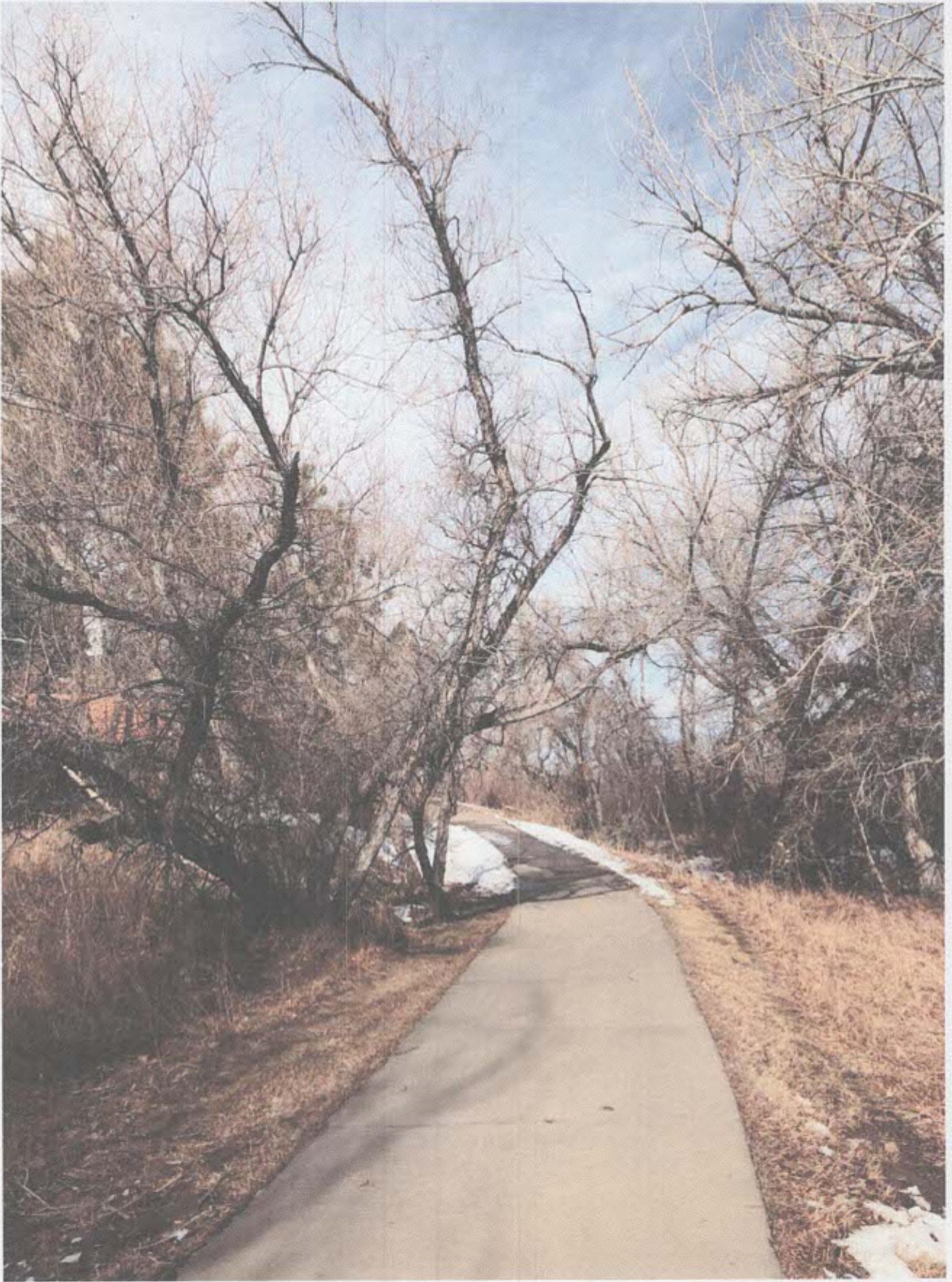
Littleton, Colorado

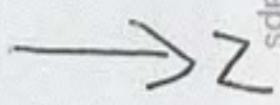


Street View - Jun 2015

Green belt Trimming Along
paths Day Late

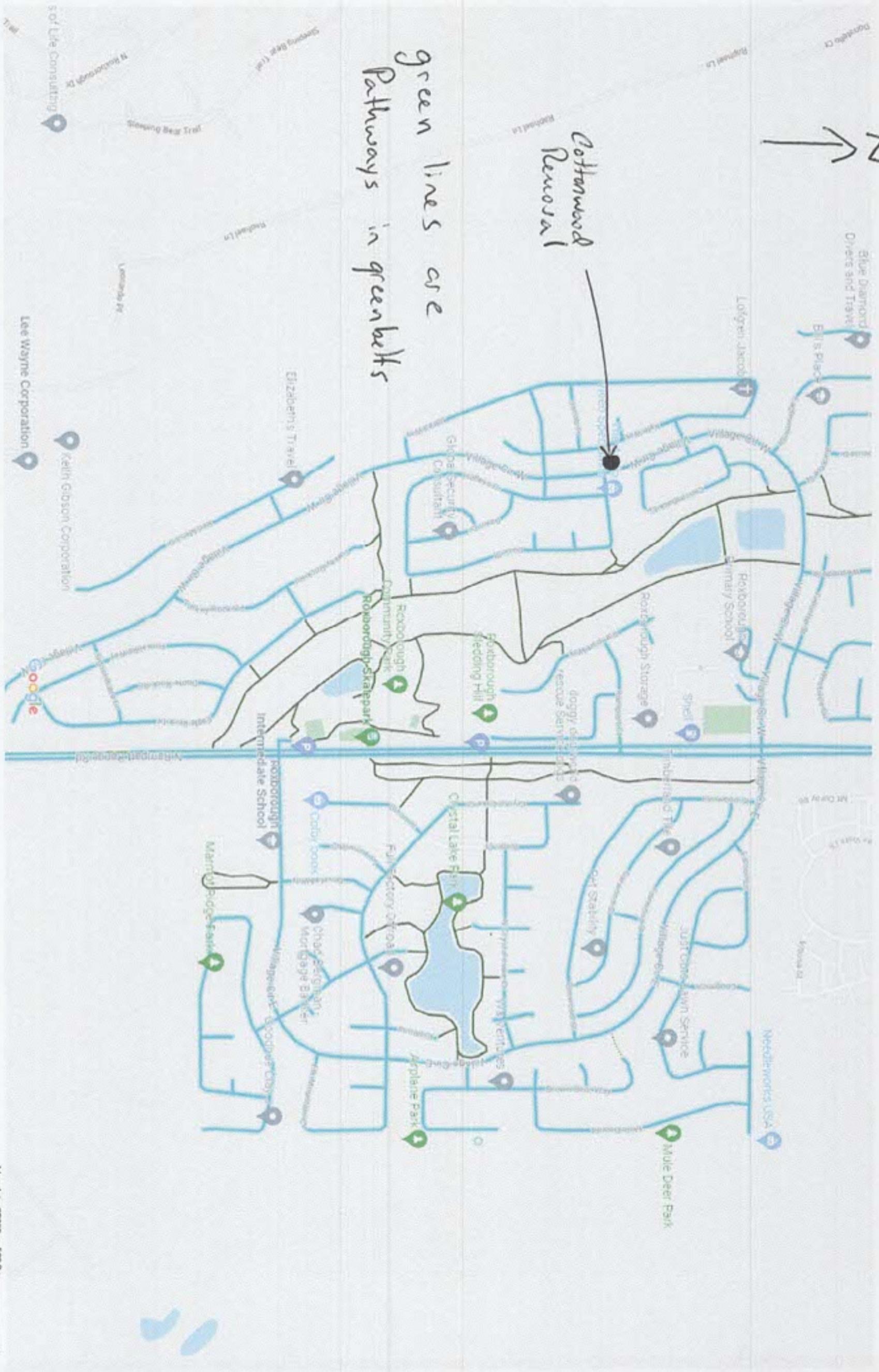






green lines are
Pathways in greenbelts

Cottonwood
Renova!





Bailey Tree LLC

13165 W. Yale PL.
Lakewood, Co 80228
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Roxborough Metropolitan District co Clifton Larson Allen

Monday, January 17, 2022

Roxborough Metropolitan District c/o Clifton Larson Allen
8390 E Crescent Parkway Suite 300
Greenwood Village, CO 80111

Estimator: **George Biedenstein**
3035878069

Worksite: Roxborough Village

Address: 10127 Waterton Rd
Littleton, CO 80125

Contact:

Requested Services

Task #	Tree/Shrub(Location)	Service Description	Quantity	Cost
1	Tree(s)	Class 2 Deadwood Prune Tree Service for Roxborough Metro District for 2022 Prune trees in district as needed to take care of dead and broken branches, Sidewalk and Road clearance, and unsightly branches Remove all dead, dying, diseased, cracked, or broken branches 1 inch in diameter and over. . Allow for 13 feet 6 inches of clearance over roadways and 8 feet of clearance over sidewalks as per city code. Remove debris & clean up work areas. Remove any dead ornamental trees and stump grinding. This includes a two man crew with chip truck for ten days. Large tree removals will be an extra charge. This work will be performed between January and March 2021	10	\$15,800.00
2	Tree(s)	Fertilizer Program This Service includes a systemic treatment applied by soil injection twice a year. Our late spring/early summer application promotes healthy growth in leaves & woody tissue, while the late summer/early fall application promotes healthy root growth to help the trees store their food over the winter. <u>*We strongly recommend continuing service for 2 to 3 years to see the full benefit of this treatment.</u> <u>*Payment Due After First Application.</u>	180	\$12,330.00
Requested Services Total:				\$28,130.00



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Robert Bailey RM-0603A
George Biedenstein RM-0756B

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Fire Mitigation:

After conversations with the Roxborough Fire Committee, West Metro Fire, and a USDA wildlife biologist, we have the following recommendations for Roxborough in regard to balancing wildlife and fire mitigation:

- 1) For wildfires, the two things that can threaten homes most are rabbitbrush and wood fencing since these can burn hot, for a long period, and with tall flames. Since grasses burn quickly, it's best to have fence lines mowed to prevent ignition of wood fences (since the wood takes longer to ignite). If thick rabbitbrush stands are near homes, these should be broken up by taking out some of the rabbitbrush and mowing between stands to create firebreaks.
- 2) With regard to grasses, whether we mow or not will have minimal effect to mitigate wildfires. Non-native grasses with higher biomass are worse than native plants from both a wildfire perspective and biodiversity perspective. Replacing our smooth brome will mitigate wildfires to some extent and greatly increase biodiversity.
- 3) With regard to dead wood, as long as the dead wood is not immediately adjacent to homes, it's not a particularly high fire risk due to ample access along the paths. In fact, more snags would help wildlife since many species rely on them. Dead wood would only be a concern if it was shading out the ground to the point that it blocks forb and grass growth. Dave McNitt, the wildlife biologist, noted that he didn't see any concern in our open space. Of note, the large logs are of minimal fire risk since they take a long time to burn. We could possibly move some of the dead wood for use in nature-play areas.
- 4) To maximize wildlife habitat and biodiversity, we should aim to have height diversity of plants and plant species diversity. For example, this means we should have trees, shrubs, and forbs of varying heights. Dave noted we have pretty good height diversity, but we are lacking some of the species diversity since we only have a handful of species growing around Little Willow Creek.
- 5) There are multiple locations where we could install more bird houses and bat boxes that could help with bug control and generally improve wildlife opportunities.
- 6) For the hogback, maintaining the grass gap between the houses and gambel oak will help with wildfire mitigation. There is only one spot that is of concern at the north end of Red Mesa Ct.
- 7) When putting in a path on the hogback, we should try to keep some larger areas with cover for animals to hide, especially while giving birth. Hikers and loud music (someone was doing this when we were there) will disturb animals, so they need places to hide. Paths could also help serve as fire breaks.
- 8) As a possible option, we did discuss the use of grazing animals to reduce or eliminate the smooth brome. If there are any ranchers/farmers who would be interested in that, the animals may be a nice attraction while serving the dual purpose of habitat restoration.

We recommend adopting official Wildfire Mitigation and Wildlife Habitat guidelines for the metro district for continued use going forward.

Community Wildfire Protection Plan Meeting Take-aways:

Our area is categorized as a moderate risk for wildfires compared to Roxborough Park and Ravenna (who are in the highest risk category). We currently have good access for firefighters to get in and for residents to evacuate. Our main risks fall into two categories: home buffer zones and home construction. Since our district has homes closely spaced together, there's often not enough room to create a defensible space. Often homeowners plant trees and bushes immediately adjacent to homes. If a wildfire did occur, this increases the chances of homes burning. For home construction, we have wooden homes with wooden exteriors and asphalt roofs. These are designed with some fire resistant coatings, but they will burn at a high enough temperature. The primary risk to our area actually comes from embers blowing ahead of the fire that can land anywhere in the community.

The metro district has minimal or no control over much of the fire risks identified. It's impossible to get a defensible space cleared around homes due to home density, however we can ensure the perimeter of all the developments has a defensible space by mowing and clearing dead brush and trees along fence lines. We can also act as an information hub for HOAs and act as a representative in wider wildfire control efforts.

Roxborough Park has implemented a couple programs we can emulate or join them in.

1) Since the Hayman Fire, Roxborough Park has heavily recommended that residents replace their roofs with non-flammable materials when they apply to replace their roof. They implemented this as part of their normal architectural review process. Since that implementation, nearly all homes now have tile or metal roofs. We could similarly request HOAs in the district to do the same.

2) Roxborough Park has a chipping program where they have specific days when a truck will go around chipping any branches or trees people leave out. These wood chips are then stored and used for landscaping. These programs have been very successful nationwide. The metro district could have its own chipping program or possibly join Roxborough Park's program.

As a district, we could also ask that HOAs adopt certain language in their rules and regulations to limit fuels around homes. This could include mowing any dead grasses and weeds in the fall or just a general prohibition on leaving dead biomass around the home. We can also ask the local schools to get kids involved with fire mitigation efforts.

Lastly, we could get more involved in local efforts by participating in coordination efforts (which include fire departments, the National forest Service, the Colorado State Forest Service, Douglas County, and local governments) or even becoming members of various wildfire action groups like National Fire Protection Association (NFPA) and Fire Adapted Communities (FAC).

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING
OF THE BOARD OF DIRECTORS OF THE
ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
HELD
TUESDAY, DECEMBER 7, 2021

A special meeting of the Board of Directors of the Roxborough Village Metropolitan District (referred to hereafter as the “Board”) was convened on Tuesday, December 7, 2021 at 6:00 p.m. via ZOOM. The meeting was open to the public.

ATTENDANCE

In Attendance were Directors:

Calvin Brown, President
Debra Prysby, Vice President
Ephram Glass, Treasurer
Ed Wagner, Secretary
Garry Cook, Assistant Secretary

Also in Attendance were:

Anna Jones, Nic Carlson and Shauna DAmato;
CliftonLarsonAllen LLP (“CLA”)
Katie James, Esq.; Folkestad Fazekas Barrick & Patoile, P.C.
Scott Barnett; Mulhern MRE, Inc.
Bill Barr; Metco Landscape Inc.
Steven Bailey; Bailey Tree
Mark Rubic; Resident at 7735 Verandah Court
Travis Jensen; Resident

CALL TO ORDER

Director Brown called the meeting to order at 6:02 p.m.

DECLARATION OF
QUORUM/DIRECTOR
QUALIFICATIONS/
DISCLOSURE MATTERS

A quorum was declared present. No new conflicts were disclosed.

APPROVE AGENDA

Following review, upon a motion duly made by Director Prysby, seconded by Director Glass and, upon vote, unanimously carried, the Board approved the agenda, with the suggested move of the Metco Contract from the Consent Agenda to discuss under Action Items.

Attorney James noted there is no updated Code of Conduct document for the item listed on the Consent Agenda.

RECORD OF PROCEEDINGS

PUBLIC COMMENT and/or GUESTS

Mark Rubic, resident, addressed the Board commenting on the Code of Conduct.
Travis Jensen made comments regarding the agenda and the Code of Conduct.

CONSENT AGENDA

November 16, 2021 Special Meeting Minutes:

Cash Position and Property Tax Schedule for November:

Current Claims, Approve Transfer of Funds, Ratify Payment of Autopay Claims and Ratify Approval of Previous Claims:

Review Bailey Tree Update:

Review Metco Landscaping Update:

Code of Conduct at District Board Meetings

Resolution No. 2021-11-02, Approving 2022 Metco Snow Removal Agreement

Resolution No. 2021-11-03, Approving 2022 Mulhurn Service Agreement

Pay Application Number 1 for Spillway/ Boulder Installation from 53 Corporation, LLC in the Amount of \$39,240

Resolution No. 2021-11-04, Approving 2022 Election Resolution

Ms. Jones reviewed the Consent Agenda with the Board. Following discussion, upon a motion duly made by Director Glass, seconded by Director Wagner and, upon vote, unanimously carried, the Board approved the Consent Agenda, with the revision of the 2022 budgeted amount for the greenhouse and Director Glass's position on the Code of Conduct in the November Minutes.

FINANCIAL MATTERS

Other: None.

ACTION ITEMS

Resolution No. 2021-11-05 Resolution Approving 2022 Maintenance Agreement with Bailey Tree, LLC:

Bailey Tree Proposal for Emerald Ash Borer/ Ash Bark Beetle Premier Tree Injection Treatment in the Amount of \$21,360.00: This item was deferred.

RECORD OF PROCEEDINGS

Bailey Tree Proposal for Tree Service and Fertilizer Program in the Amount of \$28,130.00: Following review, upon a motion duly made by Director Glass, seconded by Director Wagner and, upon vote, unanimously carried, the Board approved of the Bailey Tree Proposal for Tree Service and Fertilizer Program in the Amount of \$28,130.00.

The Board discussed the opportunity to hire an arborist to map and create an inventory of the District's trees and asked CLA to obtain estimates for mapping.

Playground Planning, consider a Motion to Approve Consultants to Move Forward with Public Bid Preparation and Related Tasks: Ms. Jones reviewed the reasons to initiate the bidding process with the Board. Ms. Jones will reach out to Mr. Wenskoski to define an outreach/survey strategy for discussion at the next meeting.

Amendment to Resolution Regarding Colorado Open Records Act Rules and Policy (CORA): Item was deferred as the updated policy is not ready for review.

Open Space Management Proposal from Ark Ecological Services, LLC in the Amount of \$35,750.00: Following review, upon a motion duly made by Director Glass, seconded by Director Brown and, upon vote, unanimously carried, the Board approved of the Open Space Management Proposal from Ark Ecological Services, LLC in the Amount of \$35,750.00, subject to final legal review.

Metco Winter Water Proposal in the Amount of \$7,200.00: Following review, upon a motion duly made by Director Prysby, seconded by Director Glass and, upon vote, unanimously carried, the Board approved the Metco Winter Water Proposal in the amount of \$7,200.00.

Resolution No. 2021-11-01, Approving 2022 Metco Service Agreement:

DIRECTOR MATTERS

Environmental Committee: Director Glass provided an update regarding the Greenhouse permitting status. Director Prysby reviewed the landscape maintenance process.

Other: None.

RECORD OF PROCEEDINGS

MANAGER MATTERS

Landscape maintenance and Future Planning: This item was deferred.

Exploration of Frisbee Golf Course: CLA will look into pricing for design and construction of a Frisbee Golf Course.

Other: None.

LEGAL MATTERS

Final Water Due Diligence Filing and Executive Session Pursuant to C.R.S. Section 24-6-402(4)(B) and for the Purpose of Receiving Legal Advice on Special Legal Questions, if requested: Attorney James explained the reason for having this item on the agenda. No action taken.

Other: None.

ENGINEERING MATTERS

Scope of 53 Corporation, LLC Spillway Project: Mr. Barnett provided an update.

Phase 2 of Northside Spillway: Mr. Barnett recommended improving the north side of the spillway and continuing the project. Following discussion, upon a motion duly made by Director Wagner, seconded by Director Cook and, upon vote, unanimously carried, the Board approved Mr. Barnett putting together drawings for the Northside Spillway.

Other: None.

LANDSCAPING MATTERS

Other: The Board discussed the Metco Contract. Attorney James indicated the Board could approve the contract through January 2022 as currently drafted. Ms. James will make minor changes in scope of service and bring the revised Contract for approval at the January Meeting. Following discussion, upon a motion duly made by Director Brown, seconded by Director Prysby and, upon vote, unanimously carried, the Board approved the Metco Contract through January 2022, in order to approve for all of 2022 minor scope revisions at the January Meeting.

OTHER BUSINESS

Other: Director Prysby requested that CLA get 3-4 landscape walks on the calendar for 2022.

Quorum for January 18, 2022 Regular Meeting: A quorum was confirmed.

EXECUTIVE SESSION

Executive Session Pursuant to C.R.S. Section 24-6-402(4)(B) for the Purposes of Receiving Legal Advice on the Specific Legal Question of CORA Requests and Responses by District Custodian

RECORD OF PROCEEDINGS

An Executive Session was not needed.

ADJOURNMENT

There being no further business to come before the Board, upon a motion duly made by Director Prysby, seconded by Director Cook and, upon vote, unanimously carried, the Board adjourned the meeting at 7:31 p.m.

Respectfully submitted,

By: _____
Calvin Brown, President

Attest:

By: _____
Ed Wagner, Secretary

From: Hutchinson, Adam W <Adam.W.Hutchinson@xcelenergy.com>
Sent: Thursday, December 16, 2021 12:40 PM
To: Todd Wenskoski <twenskoski@livable-cities.com>; Jones, Anna <Anna.Jones@claconnect.com>; Braasch, William A <William.Braasch@XCELENERGY.COM>
Cc: Katie James <james@ffcolorado.com>; Tina Vildibill <vildibill@ffcolorado.com>; Dedus, Amber S <Amber.S.Dedus@xcelenergy.com>
Subject: RE: [External] Xcel Encroachment Application-Transmission Line for Roxborough Village Metro District Playground

Afternoon,

After careful review of your request for approval of a community park within PSCo's (Xcel) easement, we have collectively decided not to approve your request.

During this process many factors were taken into consideration as we came to this decision. One being the height of the tallest structure. Logistically it wouldn't leave a safe amount of space under our active electrical line. If we assume that children would be climbing to the top of said structure, we must also take into consideration the added height. Therefore, this would not compile with our clearance requirement. Also, the plans that you submitted would encompass our entire easement with structures of various sizes. We understand this is because space in that area is limited. However, this would prohibit our equipment in gaining full access to our complete easement. Which doesn't align with one of our requirements for encroachment unto our easement. Lastly, we feel that a playground under a high voltage electric transmission line raises the concern of child safety to a level that we here at Xcel wouldn't feel comfortable with. It is with these reasons among others that we have come to our conclusion.

We do apologies for any inconvenience this might of caused you, but we feel this discussion is best for both parties.

Please reach out if you have any questions regarding our discussion.

Thank you and have a wonderful holiday season!

Adam Hutchinson
Xcel Energy
Sr. Right of Way Agent
1800 Larimer St, Suite 400 Denver, CO 80202
C: 303.547.4717
E: adam.w.hutchinson@xcelenergy.com

From: Todd Wenskoski <twenskoski@livable-cities.com>
Sent: Monday, December 13, 2021 10:10 AM
To: Jones, Anna <Anna.Jones@claconnect.com>; Hutchinson, Adam W <Adam.W.Hutchinson@xcelenergy.com>
Cc: Katie James <james@ffcolorado.com>; Tina Vildibill <vildibill@ffcolorado.com>
Subject: RE: [External] Xcel Encroachment Application-Transmission Line for Roxborough Village Metro District Playground

EXTERNAL - STOP & THINK before opening links and attachments.

Anna and Adam,

See my responses in red below.

Todd Wenskoski

Principal



3858 Walnut St. #135
Denver, CO 80205
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o. 303 800.2201 x1003
d. 720.699.9178

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From: Jones, Anna <Anna.Jones@claconnect.com>
Sent: Monday, December 13, 2021 9:37 AM
To: Hutchinson, Adam W <Adam.W.Hutchinson@xcelenergy.com>; Todd Wenskoski <twenskoski@livable-cities.com>
Cc: Katie James <james@ffcolorado.com>; Tina Vildibill <vildibill@ffcolorado.com>
Subject: RE: [External] Xcel Encroachment Application-Transmission Line for Roxborough Village Metro District Playground

Thanks Adam – I will let Todd Wenskoski answer your questions re the structure/design.
With regard to liability insurance, we would add this to our existing policy.
I appreciate your providing the update.
Anna



Anna Jones
Public manager
State and Local Government
CLA (CliftonLarsonAllen LLP)

Direct 303-793-1478
anna.jones@CLAconnect.com

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From: Hutchinson, Adam W <Adam.W.Hutchinson@xcelenergy.com>
Sent: Monday, December 13, 2021 9:25 AM
To: Jones, Anna <Anna.Jones@claconnect.com>; Todd Wenskoski <twenskoski@livable-cities.com>
Cc: Katie James <james@ffcolorado.com>; Tina Vildibill <vildibill@ffcolorado.com>
Subject: RE: [External] Xcel Encroachment Application-Transmission Line for Roxborough Village Metro District Playground

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Good Morning Anna,

Heard back from our engineering regarding your request to build a park in our easement. We don't quite have an answer yet as they have a few questions, most of which were found within the draft plans. However, we have a few more:

1. What would be the height of the tallest structure? **Approximately 10' to the top of the tallest play structure.**
2. Besides wood and engineered wood... what other materials would be used? **Plants, wood mulch, concrete curbs, boulders, crushed granite paving.**
3. If PSCos (Xcel) approves this encroachment, the question of Liability and liability insurance would come in play if someone got hurt.

In going through this process we try to look at all aspect of the protentional project that would or could hinder the accessibility and safety of the line. With this I have attachment some guidelines that we tend to follow.

I will keep you posted.

Adam Hutchinson
Xcel Energy
Sr. Right of Way Agent
1800 Larimer St, Suite 400 Denver, CO 80202
C: 303.547.4717
E: adam.w.hutchinson@xcelenergy.com

From: Jones, Anna <Anna.Jones@claconnect.com>
Sent: Tuesday, December 7, 2021 2:59 PM
To: Hutchinson, Adam W <Adam.W.Hutchinson@xcelenergy.com>; Colorado Right of Way <coloradorightofway@xcelenergy.com>; Todd Wenskoski <twenskoski@livable-cities.com>
Cc: Katie James <james@ffcolorado.com>; Tina Vildibill <vildibill@ffcolorado.com>
Subject: RE: [External] Xcel Encroachment Application-Transmission Line for Roxborough Village Metro District Playground

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Great news – thanks so much!



Anna Jones
Public manager
State and Local Government
CLA (CliftonLarsonAllen LLP)

Direct 303-793-1478
anna.jones@CLAconnect.com

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From: Hutchinson, Adam W <Adam.W.Hutchinson@xcelenergy.com>
Sent: Tuesday, December 7, 2021 2:27 PM
To: Jones, Anna <Anna.Jones@claconnect.com>; Colorado Right of Way <coloradorightofway@xcelenergy.com>; Todd Wenskoski <twenskoski@livable-cities.com>
Cc: Katie James <james@ffcolorado.com>; Tina Vildibill <vildibill@ffcolorado.com>
Subject: RE: [External] Xcel Encroachment Application-Transmission Line for Roxborough Village Metro District Playground

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Afternoon Anna,

It shouldn't take too long... my guess is we should have the approval from our engineering department this week. Then its just a matter of some paperwork and getting over our license agreement for you guys to go over and sign.

Once I get the approval I will let you know.

Adam Hutchinson
Xcel Energy

Sr. Right of Way Agent

1800 Larimer St, Suite 400 Denver, CO 80202

C: 303.547.4717

E: adam.w.hutchinson@xcelenergy.com

From: Jones, Anna <Anna.Jones@claconnect.com>

Sent: Tuesday, December 7, 2021 2:10 PM

To: Colorado Right of Way <coloradorightofway@xcelenergy.com>; Todd Wenskoski <twenskoski@livable-cities.com>

Cc: Katie James <james@ffcolorado.com>; Tina Vildibill <vildibill@ffcolorado.com>; Hutchinson, Adam W <Adam.W.Hutchinson@xcelenergy.com>

Subject: RE: [External] Xcel Encroachment Application-Transmission Line for Roxborough Village Metro District Playground

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Hi Again Tyler – Do you have a sense of timing for your review?

(I think I emailed yesterday but in case I didn't – check should be issued this week and received by you next week).

Thanks!

Anna



Anna Jones

Public manager

State and Local Government

CLA (CliftonLarsonAllen LLP)

Direct 303-793-1478

anna.jones@CLAconnect.com

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From: Colorado Right of Way <coloradorightofway@xcelenergy.com>

Sent: Monday, December 6, 2021 8:45 AM

To: Jones, Anna <Anna.Jones@claconnect.com>; Todd Wenskoski <twenskoski@livable-cities.com>

Cc: Katie James <james@ffcolorado.com>; Tina Vildibill <vildibill@ffcolorado.com>; Hutchinson, Adam W <Adam.W.Hutchinson@xcelenergy.com>

Subject: RE: [External] Xcel Encroachment Application-Transmission Line for Roxborough Village Metro District Playground

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Hello Anna and Todd,

Yes, Xcel requires a \$500 application processing fee to review your application. If you could make the check out to Xcel Energy and mail it to Attention Tyler Swanson, Xcel Energy, 1800 Larimer Street, Suite 400, Denver, CO 80202, that'd be great.

Adam Hutchinson, cc'd here, will be the agent working on your encroachment and he will be able to work with you on getting your proposed improvements reviewed.

Thank you,

Tyler J. Swanson

Xcel Energy

Contract Agent, Siting & Land Rights

1800 Larimer Street, Suite 400, Denver, CO 80202

P: 303.571.7294 C: 303.889.9505

E: tyler.j.swanson@xcelenergy.com

From: Jones, Anna <Anna.Jones@claconnect.com>

Sent: Friday, December 3, 2021 3:03 PM

To: Todd Wenskoski <twenskoski@livable-cities.com>; Colorado Right of Way <coloradorightofway@xcelenergy.com>

Cc: Katie James <james@ffcolorado.com>; Tina Vildibill <vildibill@ffcolorado.com>

Subject: RE: [External] Xcel Encroachment Application-Transmission Line for Roxborough Village Metro District Playground

EXTERNAL - STOP & THINK before opening links and attachments.

Thanks Todd!

Looks like we will need to pay an application fee?



Anna Jones, Public Manager

Outsourcing, CliftonLarsonAllen LLP

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anna.jones@CLAconnect.com

Main 303-779-5710, Fax 303-779-0348

8390 E Crescent Parkway, Suite 500, Greenwood Village, CO 80111

CLAconnect.com

WEALTH ADVISORY | OUTSOURCING | AUDIT, TAX, AND CONSULTING



Investment advisory services are offered through CliftonLarsonAllen Wealth Advisors, LLC, an SEC-registered investment advisor.

From: Todd Wenskoski <twenskoski@livable-cities.com>

Sent: Friday, December 3, 2021 11:43 AM

To: coloradorightofway@xcelenergy.com

Cc: Jones, Anna <Anna.Jones@claconnect.com>; Katie James <james@ffcolorado.com>; Tina Vildibill <vildibill@ffcolorado.com>

Subject: [External] Xcel Encroachment Application-Transmission Line for Roxborough Village Metro District Playground

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To whom it may concern:

Please see our encroachment application attached for your review. The PDF document includes the completed application form and a schematic design layout of the planned improvement.

The encroachment request is for the replacement of a former playground along the community multi-use trail adjacent to Rampart Range Road in the Roxborough Village community. The proposed playground includes various playground features and landscape improvements, including seating, a new slide, play structures, boulders, and logs.

If possible, please confirm you are in receipt of this application.

Thank you and please contact me directly if you have any questions.

Todd Wenskoski
Principal



3858 Walnut St. #135
Denver, CO 80205
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o. 303 800.2201 x1003
d. 720.699.9178

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CliftonLarsonAllen LLP
