

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: August 2, 2022

TIME: 7:30 p.m.

LOCATION: Via Zoom

- ACCESS:**
- To attend via Zoom, use the link below:**
<https://us02web.zoom.us/j/88399906379?pwd=UE5rMk5RU3hqUkhWVjZq'zJmVERRQT09>
 - To attend via telephone, dial 720-707-2699 and enter the following additional information:**
Meeting ID: 883 9990 6379
Passcode: 291020

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

- I. CALL TO ORDER**
- II. DECLARATION OF QUORUM/DIRECTOR QUALIFICATIONS/DISCLOSURE MATTERS**
- III. APPROVE AGENDA**
- IV. PUBLIC COMMENT and/or GUESTS**
(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. Please refer to the Code of Conduct for additional guidelines: <https://www.roxboroughmetrodistrict.org/2022-meetings> and attached hereto.)
- V. MANAGEMENT AND ACCOUNTING FIRM REPLACEMENT**
 - A. Decision on splitting district management from accounting/payroll and website.

B. Delegate authority to obtain bids for unfinished Metco work.

1. Add sufficient wood chips to playgrounds.

2. Correct tree mulch applications.

C. Review and approve RFPs (enclosure).

D. Assign search for management, accounting, and website maintenance companies.

E. Determine methodology for identifying which companies to interview.

VI. OTHER BUSINESS

VII. ADJOURNMENT

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
REQUEST FOR PROPOSALS
for DISTRICT ACCOUNTING SERVICES**

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

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

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

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

Questions regarding the District or this RFP should be directed to: **Mathew Hart, Roxborough Village Metropolitan District, Board President at MathewHart@roxboroughmetrodistrict.org**

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

Ongoing normal accounting services:

- Outsourced accounting activities
 - For each fund of the district, Provider will generally prepare and maintain the following accounting records:
 - o Cash receipts journal
 - o Cash disbursements journal
 - o General ledger
 - o Accounts receivable journals and ledgers
 - o Deposits with banks and financial institutions
 - o Schedule of disbursements
 - o Bank account reconciliations
 - o Investment records
 - o Detailed development fee records
 - Process accounts payable including the preparation and issuance of checks for approval by a designated individual

- Prepare billings, record billings, enter cash receipts, and track revenues.
- Reconcile certain accounts regularly and prepare journal entries.
- Prepare depreciation schedules.
- Prepare monthly/quarterly/as requested financial statements and supplementary information, but not perform a compilation with respect to those financial statements. Additional information is provided below.
- Prepare a schedule of cash position to manage the district's cash deposits, funding for disbursements, and investment programs in accordance with policies established by the district's board of directors.
- Prepare the annual budget and assist with the filing of the annual budget – additional information is provided below.
- Assist the district's board of directors in monitoring actual expenditures against appropriation/budget including graphical metrics.
- If an audit is required, prepare the year-end financial statements (additional information is provided below) and related audit schedules for use by the district's auditors.
- If an audit is not required, prepare the Application for Exemption from Audit, perform a compilation engagement with respect to the Application for Exemption from Audit, and assist with the filing of the Application for Exemption from Audit – additional information is provided below.
- Monitor compliance with bond indentures and trust agreements, including preparation of continuing disclosure reports to the secondary market as required.
- Review claims for reimbursement from related parties prior to the board of directors' review and approval.
- Read supporting documentation related to the district's acquisition of infrastructure or other capital assets completed by related parties for overall reasonableness and completeness. Procedures in excess of providing overall reasonableness and completeness will be subject to a separate SOW.
- Attend board meetings as requested.
- Be available during the year to consult with the board on any accounting matters related to the district.
- Review and approve monthly reconciliations and journal entries prepared by staff
- Reconcile complex accounts monthly and prepare journal entries
- Analyze financial statements and present them to management and the board of directors.
- Develop and track key business metrics, in both tabular and graphical formats, as requested and review periodically with the board of directors.
- Document accounting processes and procedures
- Continue process and procedure improvement implementation
- Report and manage cash flows
- Assist with bank communications.
- Perform other nonattest services.

Compilation services

If an audit is not required, Provider will complete the Application for Exemption from Audit in the form prescribed by the Colorado Office of the State Auditor and perform a compilation engagement with respect to the Application for Exemption from Audit.

Preparation services – financial statements

Provider will prepare the monthly/quarterly/as requested financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information if applicable of the district, which comprise the balance sheet – governmental funds and the

related statement of revenues, expenditures, and changes in fund balance – general fund. The financial statements will not include the related notes to the financial statements; the government-wide financial statements; the statement of revenues, expenditures, and changes in fund balances – governmental funds; statement of cash flows for business type activities, if applicable; and required supplementary information.

Preparation services - annual

If an audit is required, Provider will prepare the year-end financial statements of the government wide governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information if applicable, and Management Discussion and Analysis, if applicable, which collectively comprise the basic financial statements of the district, and the related notes to the financial statements. The year-end financial statements, including the related notes to the financial statements, will be prepared for use by the district’s auditors.

Preparation services – prospective financial information (i.e., unexpired budget information)

Prepare the financial forecast, which comprises the forecasted financial statements identified below.

A financial forecast presents, to the best of management’s knowledge and belief, the entity’s expected financial position, results of operations, and cash flows for the forecast period. It is based on management’s assumptions reflecting conditions it expects to exist and the course of action it expects to take during the forecast period.

The financial forecast will omit substantially all of the disclosures required by the guidelines for presentation of a financial forecast established by the American Institute of Certified Public Accountants (AICPA presentation guidelines) other than those related to the significant assumptions. The supplementary information accompanying the financial forecast will be prepared and presented for purposes of additional analysis and is not a required part of the basic financial forecast. References to financial statements in the remainder of this SOW are to be taken as a reference to also include the prospective financial information, where applicable.

Engagement objectives and District responsibilities

The objectives of Provider’s engagement are to:

- a. Prepare monthly/quarterly/as requested financial statements in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP), except for the departures from U.S. GAAP identified above, based on information provided by the District and information generated through Provider’s outsourced accounting services.
- b. As requested, apply accounting and financial reporting expertise to assist the Board in the presentation of the District’s monthly/quarterly/as requested financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for them to be in accordance with U.S. GAAP, except for the departures from U.S. GAAP identified above.
- c. Prepare the annual budget in accordance with the requirements prescribed by Colorado Revised Statutes C.R.S. 29-1-105 based on information provided by the District.
- d. Apply accounting and financial reporting expertise to assist the Board in the presentation of the annual budget without undertaking to obtain or provide any

assurance that there are no material modifications that should be made to the annual budget in order for the annual budget to be in accordance with requirements prescribed by Colorado Revised Statutes C.R.S. 29-1-105.

e. If an audit is required, prepare the year-end financial statements in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP) based on information provided by the District.

f. If applicable, Provider will complete the Application for Exemption from Audit in the form prescribed by the Colorado Office of the State Auditor and perform a compilation engagement on the application.

Provider will conduct its preparation and compilation engagements in accordance with Statements on Standards for Accounting and Review Services (SSARSs) promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants (AICPA) and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

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

- *Unlawful employees, contractors, and subcontractors*

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

- *Verification regarding workers without authorization*

Provider will verify or attempt to verify through participation in the E-Verify Program or the Department Program [as defined in CRS 8-17.5-101(3.3) and (3.7) of the state of Colorado that Provider does not employ or contract workers without authorization.

- *Limitation regarding E-Verify Program and the Department Program*

Provider shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while performing this contract. [CRS 8-17.5-102(2)(b)(II)]

- *Duty to terminate a subcontractor and exceptions*

If Provider obtains actual knowledge that a subcontractor performing work under this contract knowingly employs or contracts with an illegal alien, Provider shall, unless the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization:

(1) Notify the subcontractor and the district within three days that Provider has actual knowledge that the subcontractor is employing or contracting with a worker without authorization; and

(2) Terminate the subcontract with the subcontractor if, within three days of receiving notice that Provider has actual knowledge that the subcontractor is employing or contracting with the worker without authorization. [CRS 8-17.5-102(2)(b)(A) and (B)].

- *Duty to comply with state investigation*
Provider shall comply with any reasonable request of the Colorado Department of Labor and Employment made in the course of an investigation pursuant to CRS 8-17.5-102(5). [CRS 8-17.5-102(2)(b)(IV)]

Communications and Confidentiality

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

company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of District information as apply to Provider.

Termination of Services

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

Timeline for Proposers

- RFP issued August 2, 2022
- Responses due by August 16, 2022
- Interviews conducted August 17-24, 2022
- Candidate/Provider Selection NLT August 26, 2022
- Selected candidate/provider begin services August 29, 2022

PROPOSAL SUBMITTAL INSTRUCTIONS:

Responding firms shall submit **One (1) electronic copy via email to Mathew Hart, Roxborough Village Metropolitan District, Board President at MathewHart@roxboroughmetrodistrict.org.**

Responses to this RFP should address how the firm would provide the services outlined. In addition, responses should address provider's willingness to only provide the services as stated in this RFP or if its proposal is contingent upon the District's acceptance of its proposals for the District's associated RFP's for Management Services and Payroll Services.

Responders are encouraged to be creative in their proposed approach.

All proposals should include, at a minimum:

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

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

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

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
REQUEST FOR PROPOSALS
for DISTRICT MANAGEMENT SERVICES**

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

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

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

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

Questions regarding the District or this RFP should be directed to: **Mathew Hart, Roxborough Village Metropolitan District, Board President at MathewHart@roxboroughmetrodistrict.org**

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

1. District Manager
 - In coordination with the District Board of Directors, assign or designate a specific person to serve as District Manager.

2. District Board of Directors (“Board”) Meetings
 - Coordination of all Board meetings as directed;
 - Meeting Attendance: District Manager and/or designee will attend all Board meetings unless otherwise directed by Board;
 - Preparation, in coordination with Board or as directed by Board, of agenda and informational materials;
 - Distribution of agenda and informational materials in the manner and timeframes directed by the Board;
 - Transcribing, recording, preparation, and posting of meeting minutes for all meetings as prescribed by law unless otherwise directed or assigned by the Board;
 - Preparation and posting of legal notices required in conjunction with the meetings within the timeframes and manner required by law and as directed by the Board;

- Other details incidental to meeting preparation and follow-up.

It should be noted that currently the Board regularly meets on the third Tuesday of the month at 6:00 in the evening. For the immediate future the Board is meeting twice per month to address certain pressing matters

3. Recordkeeping

- Maintain lists of persons and organizations for correspondence;
- Maintain tracking system of requests such as, but not limited to, CORA, permit applications, correspondence.
- Maintain a Vendor listing as needed or requested by the Board;
- Keep a repository of all District records and act as Custodian of records for purposes of CORA (as that term is defined in the District's Resolution Designating an Official Custodian for Purposes of the Colorado Open Records Act, Sections 24-72-201 et seq., C.R.S.).
- Maintain a project list with current and planned projects that delineates project status, location, start dates, need by dates, responsible person, and other information as directed by the Board.

4. Communications

- 24/7 answering and paging services;
- Website administration. Oversee daily management, updating, design, and maintenance of the District website as needed or requested by the District;
- Respond to routine inquiries, questions and requests for information regarding the District in a timely manner as well as maintain a tracking system of such.
- Prepare and distribute correspondence as directed by Board;
- Periodic reports to the Board regarding the status of District matters and actions taken or contemplated by the District Manager on behalf of the District as requested by the Board;
- Provide liaison and coordination with municipal, county, and state governmental agencies.

5. Contract Administration

- Insurance administration, including risk evaluation, comparison of coverage, processing claims, completion of applications, monitoring expiration dates, processing routine written and telephone correspondence;
- Ensure all contractors and sub-contractors maintain the required insurance coverage for the District's benefit;
- Bidding, contract and construction administration, management, and supervision of project processes, activities, progression and completion as assigned or directed by the Board and project contractors.
- Keep Board updated on contract progress with periodic reports and/or tracking system as assigned or directed by the Board;
- Confer with and coordinate legal, accounting, engineering, auditing and other professional services to the District by those professionals and consultants retained by the District as directed by the Board;
- Represent the District with other entities and bodies as requested by the Board (but not as its representative for legal matters);
- Bid, contract, and supervise all District vendors.

6. Document Administration

- Provide coordination and administration for the continuing revision of the District's Rules and Regulations;
- Provide framed aerial photographic mapping of the District, if requested;
- In conjunction with and at the direction of the District's legal counsel, coordinate all elections for the District in accordance with state law, including preparation of election materials, publications, legal notices, training session for election judges and general election assistance;
- Administer any legal documents, permits, or agreements that relate to or District facilities and any Rules and Regulations adopted by the Board.

7. Accounts Payable Services to be Provided

- Receive and process all invoices;
- Coordinate review, approval and coding of all invoices with District Accountant and Board to ensure timely payment.

8. Additional Services

- When, in the professional opinion of the District Manager, other services are necessary, the District Manager shall recommend the same to the Board or perform such services and report to the Board the nature of such services, the reason they were required, and the result achieved; provided however, with the exception of emergencies, that if such additional services are expected to cost more than \$500.00, the District Manager shall discuss such costs with the Board and receive prior authorization to perform such services.

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

- Unlawful employees, contractors, and subcontractors
Provider shall not knowingly employ or contract with a worker without authorization to perform work under this contract. Provider shall not knowingly contract with a subcontractor that (a) knowingly employs or contracts with a worker without authorization to perform work under this contract or (b) fails to certify to Provider that the subcontractor will not knowingly employ or contract with a worker without authorization to perform work under this contract. [CRS 8-17.5-102(2)(a)(I) and (II)]
- Verification regarding workers without authorization
Provider will verify or attempt to verify through participation in the E-Verify Program or the Department Program [as defined in CRS 8-17.5-101(3.3) and (3.7) of the state of Colorado that Provider does not employ or contract workers without authorization.
- Limitation regarding E-Verify Program and the Department Program
Provider shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while performing this contract. [CRS 8-17.5-102(2)(b)(II)]
- Duty to terminate a subcontractor and exceptions
If Provider obtains actual knowledge that a subcontractor performing work under this contract knowingly employs or contracts with an illegal alien, Provider shall,

unless the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization:

- (1) Notify the subcontractor and the district within three days that Provider has actual knowledge that the subcontractor is employing or contracting with a worker without authorization; and
- (2) Terminate the subcontract with the subcontractor if, within three days of receiving notice that Provider has actual knowledge that the subcontractor is employing or contracting with a worker without authorization, the subcontractor does not stop employing or contracting with the worker without authorization. [CRS 8-17.5-102(2)(b)(A) and (B)]

- Duty to comply with state investigation

Provider shall comply with any reasonable request of the Colorado Department of Labor and Employment made in the course of an investigation pursuant to CRS 8-17.5-102(5). [CRS 8-17.5-102(2)(b)(IV)]

10. Communications and Confidentiality

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

such affiliated company shall be subject to the same restrictions on the use and disclosure of District information as apply to Provider.

11. Termination of Services

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

12. Timeline for Proposers:

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Responses to this RFP should address how the firm would provide the services outlined. In addition, responses should address provider's willingness to only provide the services as stated in this RFP or if its proposal is contingent upon the District's acceptance of its proposals for the District's associated RFP's for Accounting Services and Payroll Services.

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

All proposals should include, at a minimum:

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

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

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

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
REQUEST FOR PROPOSALS
for DISTRICT PAYROLL SERVICES**

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

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

Scope of payroll preparation services

Provider will provide the following payroll preparation services from information the District provides:

- For each pay period:
 - Perform payroll calculations
 - Prepare payroll checks or pay-stubs in the case of direct deposit of employee net pay
 - Initiate electronic transfer of funds for employee net pay and payroll tax deposit liabilities
 - Processing retirement plan contribution payments
 - Preparation of retirement plan and other census information
- Prepare the following government forms annually for each calendar year-end (may be filed electronically):
 - All copies of required forms W-2 and W-3
 - Form 940 – Employers Annual Federal Unemployment Tax Return, if applicable
 - Form 943 – Employers Annual Tax Return for Agricultural Employees

- All necessary state forms, if applicable
- If applicable, prepare the following government reporting forms for each calendar quarter-end (may be filed electronically):
 - Form 941 – Employers Quarterly Tax Return
 - State Employers Quarterly Withholding Return
 - State Employers Quarterly Unemployment Tax Return (SUTA)
 - Initiate electronic funds transfer for quarterly Federal Unemployment Tax (FUTA) liability
- Cash access services related to payroll services
 - Obtain one or more signature stamps bearing the name(s) and facsimile signature(s) of any of the District’s officer(s) who are responsible for signing checks and bank drafts on the District’s behalf
 - Obtain access to electronic signatures or signatures embedded into cloud-based software for the purpose of drafting payments on the District’s behalf
 - Prepare checks to be drawn upon the District’s bank account(s) and to use the above noted methods to thereby finally approve such checks for payment by the corresponding bank(s)
 - Initiate the direct deposit of employee net pay from funds drawn upon the District’s bank account(s)
- The following services would impair independence
 - Accept responsibility to authorize payment of client funds, electronically or otherwise, except as specifically provided for with respect to electronic payroll tax payments
 - Accept responsibility to sign or cosign client checks, even if only in emergency situations
 - Maintain a client’s bank account or otherwise have custody of a client’s funds or make credit for banking decisions for the client.

Provider responsibility for payroll services

Provider will prepare the District’s federal and state (if applicable) payroll forms and tax returns in accordance with the applicable payroll tax laws. Provider will use its best judgment in resolving questions where the law is unclear, and where there is reasonable authority, provider will resolve questions in District’s favor whenever possible. Provider is not required to audit or otherwise verify the accuracy or completeness of the information it receives from District for the preparation of the payroll and related returns, and its engagement cannot be relied upon to uncover errors or irregularities in the underlying information. However, provider will inform the appropriate level of management and the Board of any material errors and of any evidence or information that comes to its attention during the performance of its payroll preparation services that fraud may have occurred. In addition, provider will inform District of any evidence or information that comes to its attention during the performance of its payroll preparation services regarding illegal acts that may have occurred.

Provider’s payroll preparation services will include electronically transmitting information to taxing authorities and the District’s financial institution(s) to facilitate the electronic transfer of funds.

Provider’s payroll preparation services will include transmitting federal Form W-2, federal Form 1099, and payroll data forms to federal and state taxing authorities on the District’s behalf.

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

Unlawful employees, contractors, and subcontractors

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

- ***Verification regarding workers without authorization***
 Provider will verify or attempt to verify through participation in the E-Verify Program or the Department Program [as defined in CRS 8-17.5-101(3.3) and (3.7) of the state of Colorado that Provider does not employ or contract workers without authorization.
- ***Limitation regarding E-Verify Program and the Department Program***
 Provider shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while performing this contract. [CRS 8-17.5-102(2)(b)(II)]
- ***Duty to terminate a subcontractor and exceptions***
 If Provider obtains actual knowledge that a subcontractor performing work under this contract knowingly employs or contracts with an illegal alien, Provider shall, unless the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization:

 - (1) Notify the subcontractor and the district within three days that Provider has actual knowledge that the subcontractor is employing or contracting with a worker without authorization; and
 - (2) Terminate the subcontract with the subcontractor if, within three days of receiving notice that Provider has actual knowledge that the subcontractor is employing or contracting with the worker without authorization. [CRS 8-17.5-102(2)(b)(A) and (B)].
- ***Duty to comply with state investigation***
 Provider shall comply with any reasonable request of the Colorado Department of Labor and Employment made in the course of an investigation pursuant to CRS 8-17.5-102(5). [CRS 8-17.5-102(2)(b)(IV)]

Communications and Confidentiality

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

Termination of Services

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

Timeline for Proposers

- FP issued August 2, 2022
- Responses due by August 16, 2022
- Interviews conducted August 17-24, 2022
- Candidate/Provider Selection NLT August 26, 2022
- Selected candidate/provider begin services August 29, 2022

PROPOSAL SUBMITTAL INSTRUCTIONS:

Responding firms shall submit One (1) electronic copy via email to Mathew Hart, Roxborough Village Metropolitan District, Board President at MathewHart@roxboroughmetrodistrict.org.

Responses to this RFP should address how the firm would provide the services outlined. In addition, responses should address provider's willingness to only provide the services as stated in this RFP or if its proposal is contingent upon the District's acceptance of its proposals for the District's associated RFP's for Accounting Services and Management Services.

Responders are encouraged to be creative in their proposed approach.

All proposals should include, at a minimum:

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

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

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

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



Aaron W. Barrick
Marc C. Patoile
Kathryn T. James
Matthew S. Patton
Lindsay J. Obert
Joe D. Kinlaw II
Lauren O. Patton
Katherine K. Fontenot

May 16, 2022

Roxborough Village Metropolitan District

VIA EMAIL TO ALL BOARD MEMBERS

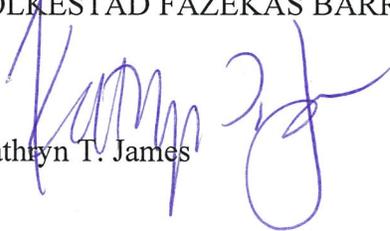
Dear Board of Directors,

This letter will serve to give our firm's notice of resignation of our role as general legal counsel to the District. We intend to resign our role effective August 31, 2022, which is a little over 90 days from the date of this letter. I am aware that the hiring process for new counsel may take some time and I certainly do not wish to put the Board under pressure to rush that process.

Our firm has enjoyed the privilege of a long term representation of the District, for over thirty years, and I have appreciated my time personally for the last 8 years. As new Board members transition in from the recent election, it appears to be a good time to transition in new legal counsel as well. Thank you for the opportunity to have served the District for so long.

Sincerely,

FOLKESTAD FAZEKAS BARRICK & PATOILE, P.C.



Kathryn T. James



CliftonLarsonAllen LLP
8390 East Crescent Parkway, Suite 300
Greenwood Village, CO 80111

phone 303-779-5710 fax 303-779-0348
CLAconnect.com

July 29, 2022

Roxborough Village Metropolitan District
Attn: Board of Directors

Re: Resignation from Public Administration and Accounting Services

Dear Board of Directors,

This letter is written to formally communicate CliftonLarsonAllen's (CLA) intent to resign from public administration and accounting services, effective September 1, 2022.

It has been a true pleasure serving and growing with the District over the past several years. The CLA team wishes nothing but the best for the Board and its constituents and will do everything in its power to ensure a smooth and successful transition of services to your new provider.

Thank you for the opportunity.

Sincerely,

A handwritten signature in black ink, appearing to read 'M. Urkoski', with a stylized flourish at the end.

Matt Urkoski, Principal

A handwritten signature in blue ink, appearing to read 'Gigi Pangindian', written in a cursive style.

Gigi Pangindian, Principal



Managing Resources thru Engineering

August 1, 2022

Roxborough Village Metropolitan District
Attn: Board of Directors
c/o Clifton Larson Allen

Dear Board of Directors,

Effective August 31, 2022, Mulhern MRE will resign its role performing District Engineering Consulting services to the Roxborough Village Metropolitan District. As the District Engineer since 2005 I have enjoyed working with many Board members over the years. I say thank you to all of the members of current and past Boards for the time spent during those years to better the community. I wish you the best moving forward.

It is my intent to assist the District through the end of the month of August (August 31st) as needed with on call Engineering Services. I will not be attending further after-hours Board meetings during this time; however, I will make myself available during regular business hours for any questions, or to assist in wrapping things up.

Previous Engineering Consultants have handed down many paper and electronic files to us to preserve past efforts. We also have contributed to that archive of files. Please have your future Engineering Consultant contact me directly at scott@mulhernmre.com to arrange a method and schedule to hand off the data. Alternately we can provide these documents to the Manager or Board member.

Sincerely

A handwritten signature in black ink that reads "Scott Barnett". The signature is written in a cursive, flowing style.

Scott Barnett. P.E.
District Engineer

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

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

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

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

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

Questions regarding the District or this RFP should be directed to: **Mathew Hart, Roxborough Village Metropolitan District, Board President at MathewHart@roxboroughmetrodistrict.org**

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

Ongoing normal accounting services:

- Outsourced accounting activities
 - For each fund of the district, Provider will generally prepare and maintain the following accounting records:
 - o Cash receipts journal
 - o Cash disbursements journal
 - o General ledger
 - o Accounts receivable journals and ledgers
 - o Deposits with banks and financial institutions
 - o Schedule of disbursements
 - o Bank account reconciliations
 - o Investment records
 - o Detailed development fee records
 - Process accounts payable including the preparation and issuance of checks for approval by a designated individual

- Prepare billings, record billings, enter cash receipts, and track revenues.
 - Reconcile certain accounts regularly and prepare journal entries.
 - Prepare depreciation schedules.
 - Prepare monthly/quarterly/as requested financial statements and supplementary information, but not perform a compilation with respect to those financial statements. Additional information is provided below.
 - Prepare a schedule of cash position to manage the district's cash deposits, funding for disbursements, and investment programs in accordance with policies established by the district's board of directors.
 - Prepare the annual budget and assist with the filing of the annual budget – additional information is provided below.
 - Assist the District's Board of Directors in monitoring actual expenditures against appropriation/budget including graphical metrics.
 - Prepare the year-end financial statements (additional information is provided below) and related audit schedules for use by the district's auditors.
-
- Monitor compliance with bond indentures and trust agreements, including preparation of continuing disclosure reports to the secondary market as required. At this time, the District has no outstanding debt.
 - Review claims for reimbursement from related parties prior to the Board of Directors' review and approval.
 - Read supporting documentation related to the district's acquisition of infrastructure or other capital assets completed by related parties for overall reasonableness and completeness. Procedures in excess of providing overall reasonableness and completeness will be subject to a separate SOW.
 - Attend Board meetings as requested.
 - Be available during the year to consult with the Board on any accounting matters related to the district.
 - Review and approve monthly reconciliations and journal entries prepared by staff
 - Reconcile complex accounts monthly and prepare journal entries
 - Analyze financial statements and present them to management and the Board of Directors.
 - Develop and track key business metrics, in both tabular and graphical formats, as requested and review periodically with the board of directors.
 - Document accounting processes and procedures
 - Continue process and procedure improvement implementation
 - Report and manage cash flows
 - Assist with bank communications.
 - Perform other nonattest services.

Preparation services – financial statements

Provider will prepare the monthly/quarterly/as requested financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information if applicable of the district, which comprise the balance sheet – governmental funds and the related statement of revenues, expenditures, and changes in fund balance – general fund. The financial statements will not include the related notes to the financial statements; the government-wide financial statements; the statement of revenues, expenditures, and changes in fund balances – governmental funds; statement of cash flows for business type activities, if applicable; and required supplementary information.

Preparation services - annual

Provider will prepare the year-end financial statements of the government wide governmental activities, the business-type activities, the aggregate discretely presented

component units, each major fund, and the aggregate remaining fund information if applicable, and Management Discussion and Analysis, if applicable, which collectively comprise the basic financial statements of the district, and the related notes to the financial statements. The year-end financial statements, including the related notes to the financial statements, will be prepared for use by the District's auditors.

Preparation services – prospective financial information (i.e., unexpired budget information)

Prepare the financial forecast, which comprises the forecasted financial statements identified below.

A financial forecast presents, to the best of management's knowledge and belief, the entity's expected financial position, results of operations, and cash flows for the forecast period. It is based on management's assumptions reflecting conditions it expects to exist and the course of action it expects to take during the forecast period.

The financial forecast will omit substantially all of the disclosures required by the guidelines for presentation of a financial forecast established by the American Institute of Certified Public Accountants (AICPA presentation guidelines) other than those related to the significant assumptions. The supplementary information accompanying the financial forecast will be prepared and presented for purposes of additional analysis and is not a required part of the basic financial forecast. References to financial statements in the remainder of this SOW are to be taken as a reference to also include the prospective financial information, where applicable.

Engagement objectives and District responsibilities

The objectives of Provider's engagement are to:

- a. Prepare monthly/quarterly/as requested financial statements in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP), except for the departures from U.S. GAAP identified above, based on information provided by the District and information generated through Provider's outsourced accounting services.
- b. As requested, apply accounting and financial reporting expertise to assist the Board in the presentation of the District's monthly/quarterly/as requested financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for them to be in accordance with U.S. GAAP, except for the departures from U.S. GAAP identified above.
- c. Prepare the annual budget in accordance with the requirements prescribed by C.R.S. §29-1-105 based on information provided by the District.
- d. Apply accounting and financial reporting expertise to assist the Board in the presentation of the annual budget without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the annual budget in order for the annual budget to be in accordance with requirements prescribed by C.R.S. § 29-1-105.
- e. If an audit is required, prepare the year-end financial statements in accordance with U.S. GAAP based on information provided by the District.
- f. If applicable, Provider will complete the Application for Exemption from Audit in the form prescribed by the Colorado Office of the State Auditor and perform a compilation engagement on the application.

Provider will conduct its preparation and compilation engagements in accordance with Statements on Standards for Accounting and Review Services (SSARSS) promulgated by the Accounting and Review Services Committee of the American Institute of Certified

Public Accountants (AICPA) and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

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

- Unlawful employees, contractors, and subcontractors
Provider shall not knowingly employ or contract with a worker without authorization to perform work under this contract. Provider shall not knowingly contract with a subcontractor that (a) knowingly employs or contracts with a worker without authorization to perform work under this contract or (b) fails to certify to Provider that the subcontractor will not knowingly employ or contract with a worker without authorization to perform work under this contract. [C.R.S. § 8-17.5-102(2)(a)(I) and (II)]
- Verification regarding workers without authorization
Provider will verify or attempt to verify through participation in the E-Verify Program or the Department Program [as defined in C.R.S. § 8-17.5-101(3.3) and (3.7)] of the state of Colorado that Provider does not employ or contract workers without authorization.
- Limitation regarding E-Verify Program and the Department Program
Provider shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while performing this contract. [C.R.S. § 8-17.5-102(2)(b)(II)]
- Duty to terminate a subcontractor and exceptions
If Provider obtains actual knowledge that a subcontractor performing work under this contract knowingly employs or contracts with a worker without authorization, Provider shall, unless the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization:
 - (1) Notify the subcontractor and the district within three days that Provider has actual knowledge that the subcontractor is employing or contracting with a worker without authorization; and
 - (2) Terminate the subcontract with the subcontractor if, within three days of receiving notice that Provider has actual knowledge that the subcontractor is employing or contracting with a worker without authorization, the subcontractor does not stop employing or contracting with the worker without authorization. [C.R.S. § 8-17.5-102(2)(b)(A) and (B)]
- Duty to comply with state investigation
Provider shall comply with any reasonable request of the Colorado Department of Labor and Employment made in the course of an investigation pursuant to C.R.S. § 8-17.5-102(5). [C.R.S. § 8-17.5-102(2)(b)(IV)]

Communications and Confidentiality

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

company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of District information as apply to Provider.

Termination of Services

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

Timeline for Proposers

- RFP issued August 3, 2022
- Responses due by August 17, 2022
- Interviews conducted August 22-26, 2022
- Candidate/Provider Selection NLT August 26, 2022
- Selected candidate/provider begin services September 1, 2022

PROPOSAL SUBMITTAL INSTRUCTIONS:

Responding firms shall submit **One (1) electronic copy via email to Mathew Hart, Roxborough Village Metropolitan District, Board President at MathewHart@roxboroughmetrodistrict.org.**

Responses to this RFP should address how the firm would provide the services outlined. In addition, responses should address provider's willingness to only provide the services as stated in this RFP or if its proposal is contingent upon the District's acceptance of its proposals for the District's associated RFP's for Management Services and Payroll Services.

Responders are encouraged to be creative in their proposed approach.

All proposals should include, at a minimum:

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

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

Proposals must be received no later than 4:30 p.m. on Wednesday, August 17, 2022. It is the responsibility of the submitting firm to ensure the proposal is received by the District by the date and time specified in this RFP.

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

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

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

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

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

Questions regarding the District or this RFP should be directed to: **Mathew Hart, Roxborough Village Metropolitan District, Board President at MathewHart@roxboroughmetrodistrict.org**

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

1. District Manager
 - In coordination with the District Board of Directors, assign or designate a specific person to serve as District Manager.
2. District Board of Directors ("Board") Meetings
 - Coordination of all Board meetings as directed;
 - Meeting Attendance: District Manager and/or designee will attend all Board meetings unless otherwise directed by Board;
 - Preparation, in coordination with Board or as directed by Board, of agenda and informational materials;
 - Distribution of agenda and informational materials in the manner and timeframes directed by the Board;
 - Transcribing, recording, preparation, and posting of meeting minutes for all meetings as prescribed by law unless otherwise directed or assigned by the Board;
 - Preparation and posting of legal notices required in conjunction with the meetings within the timeframes and manner required by law and as directed by the Board;
 - Other details incidental to meeting preparation and follow-up.

It should be noted that currently the Board regularly meets on the third Tuesday of the month at 6:00 in the evening. For the immediate future the Board is meeting twice per month or more to address certain pressing matters

3. Recordkeeping

- Maintain lists of persons and organizations for correspondence;
- Maintain tracking system of requests such as, but not limited to, CORA, permit applications, correspondence.
- Maintain a Vendor listing as needed or requested by the Board;
- Keep a repository of all District records and act as Custodian of records for purposes of CORA (as that term is defined in the District's Resolution Designating an Official Custodian for Purposes of the Colorado Open Records Act, Sections 24-72-201, et seq., C.R.S.).
- Maintain a project list with current and planned projects that delineates project status, location, start dates, need by dates, responsible person, and other information as directed by the Board.

4. Communications

- 24/7 answering and paging services;
- Website administration. Oversee daily management, updating, design, and maintenance of the District website as needed or requested by the District; [I thought you wanted separate website management]
- Respond to routine inquiries, questions and requests for information regarding the District in a timely manner as well as maintain a tracking system of such.
- Prepare and distribute correspondence as directed by Board;
- Periodic reports to the Board regarding the status of District matters and actions taken or contemplated by the District Manager on behalf of the District as requested by the Board;
- Provide liaison and coordination with municipal, county, and state governmental agencies.

5. Contract Administration

- Insurance administration, including risk evaluation, comparison of coverage, processing claims, completion of applications, monitoring expiration dates, processing routine written and telephone correspondence;
- Ensure all contractors and sub-contractors maintain the required insurance coverage for the District's benefit;
- Bidding, contract and construction administration, management, and supervision of project processes, activities, progression and completion as assigned or directed by the Board and project contractors.
- Keep Board updated on contract progress with periodic reports and/or tracking system as assigned or directed by the Board;
- Confer with and coordinate legal, accounting, engineering, auditing and other professional services to the District by those professionals and consultants retained by the District as directed by the Board;
- Represent the District with other entities and bodies as requested by the Board (but not as its representative for legal matters);
- Bid, contract, and supervise all District vendors.

6. Document Administration

- Provide coordination and administration for the continuing revision of the District's Rules and Regulations;
- Provide framed aerial photographic mapping of the District, if requested;
- In conjunction with and at the direction of the District's legal counsel, coordinate all elections for the District in accordance with state law, including preparation of election materials, publications, legal notices, training session for election judges and general election assistance;
- Administer any legal documents, permits, or agreements that relate to or District facilities and any Rules and Regulations adopted by the Board.

7. Accounts Payable Services to be Provided

- Receive and process all invoices;
- Coordinate review, approval and coding of all invoices with District Accountant and Board to ensure timely payment.

8. Additional Services

- When, in the professional opinion of the District Manager, other services are necessary, the District Manager shall recommend the same to the Board or perform such services and report to the Board the nature of such services, the reason they were required, and the result achieved; provided however, with the exception of emergencies, that if such additional services are expected to cost more than \$1,000.00, the District Manager shall discuss such costs with the Board and receive prior authorization to perform such services.

9. Additional provisions required by C.R.S. § 8-17.5-102(2)(a)(I) and (II)

- Unlawful employees, contractors, and subcontractors
Provider shall not knowingly employ or contract with a worker without authorization to perform work under this contract. Provider shall not knowingly contract with a subcontractor that (a) knowingly employs or contracts with a worker without authorization to perform work under this contract or (b) fails to certify to Provider that the subcontractor will not knowingly employ or contract with a worker without authorization to perform work under this contract. [C.R.S. § 8-17.5-102(2)(a)(I) and (II)]
- Verification regarding workers without authorization
Provider will verify or attempt to verify through participation in the E-Verify Program or the Department Program [as defined in C.R.S. § 8-17.5-101(3.3) and (3.7)] of the state of Colorado that Provider does not employ or contract workers without authorization.
- Limitation regarding E-Verify Program and the Department Program
Provider shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while performing this contract. [C.R.S. § 8-17.5-102(2)(b)(II)]
- Duty to terminate a subcontractor and exceptions
If Provider obtains actual knowledge that a subcontractor performing work under this contract knowingly employs or contracts with a worker without authorization, Provider shall, unless the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization:
 - (1) Notify the subcontractor and the district within three days that Provider has actual knowledge that the subcontractor is employing or contracting with a worker without authorization; and
 - (2) Terminate the subcontract with the subcontractor if, within three days of receiving notice that Provider has actual knowledge that the subcontractor is employing or contracting with a worker without authorization, the subcontractor does not stop employing or contracting with the worker without authorization. [C.R.S. § 8-17.5-102(2)(b)(A) and (B)]
- Duty to comply with state investigation
Provider shall comply with any reasonable request of the Colorado Department of Labor and Employment made in the course of an investigation pursuant to C.R.S. § 8-17.5-102(5). [C.R.S. § 8-17.5-102(2)(b)(IV)]

10. Communications and Confidentiality

- Provider will hold the information supplied by the District in confidence and will not disclose it to any other person or party, unless the District authorizes it to do so, it is published or released by the District, or it becomes publicly known or available other than through disclosure by Provider, or disclosure is required by law. This

confidentiality provision does not prohibit Provider from disclosing District information to one or more of its affiliated companies in order to provide services that the District has requested from Provider or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of District information as apply to Provider.

11. Termination of Services

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

12. Timeline for Proposers:

- RFP issued August 3, 2022
- Responses due by August 17, 2022
- Interviews conducted August 22-26, 2022
- Candidate/Provider Selection NLT August 26, 2022
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PROPOSAL SUBMITTAL INSTRUCTIONS:

Responding firms shall submit One (1) electronic copy via email to Mathew Hart, Roxborough Village Metropolitan District, Board President at MathewHart@roxboroughmetrodistrict.org.

Responses to this RFP should address how the firm would provide the services outlined. In addition, responses should address provider's willingness to only provide the services as stated in this RFP or if its proposal is contingent upon the District's acceptance of its proposals for the District's associated RFP's for Accounting Services and Payroll Services.

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

All proposals should include, at a minimum:

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

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

Proposals must be received no later than 4:30 p.m. on Wednesday, August 17, 2022.

It is the responsibility of the submitting firm to ensure the proposal is received by the District by the date and time specified in this RFP.

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

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

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

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

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

Questions regarding the District or this RFP should be directed to: **Mathew Hart, Roxborough Village Metropolitan District, Board President at MathewHart@roxboroughmetrodistrict.org**

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

Scope of payroll preparation services

NOTE: The District does not have any employees. Only payroll is Board Member pay as "employees" for meeting attendance up to the statutory limit.

Provider will provide the following payroll preparation services from information the District provides:

- For each pay period:
 - Perform payroll calculations
 - Prepare payroll checks or pay-stubs in the case of direct deposit of employee net pay
 - Initiate electronic transfer of funds for employee net pay and payroll tax deposit liabilities
 - Processing retirement plan contribution payments
 - Preparation of retirement plan and other census information
- Prepare the following government forms annually for each calendar year-end (may be filed electronically):

- All copies of required forms W-2 and W-3
- Form 940 – Employers Annual Federal Unemployment Tax Return, if applicable
- Form 943 – Employers Annual Tax Return for Agricultural Employees
- All necessary state forms, if applicable
- If applicable, prepare the following government reporting forms for each calendar quarter-end (may be filed electronically):
 - Form 941 – Employers Quarterly Tax Return
 - State Employers Quarterly Withholding Return
 - State Employers Quarterly Unemployment Tax Return (SUTA)
 - Initiate electronic funds transfer for quarterly Federal Unemployment Tax (FUTA) liability
- Cash access services related to payroll services
 - Obtain one or more signature stamps bearing the name(s) and facsimile signature(s) of any of the District’s officer(s) who are responsible for signing checks and bank drafts on the District’s behalf
 - Obtain access to electronic signatures or signatures embedded into cloud-based software for the purpose of drafting payments on the District’s behalf
 - Prepare checks to be drawn upon the District’s bank account(s) and to use the above noted methods to thereby finally approve such checks for payment by the corresponding bank(s)
 - Initiate the direct deposit of employee net pay from funds drawn upon the District’s bank account(s)
- The following services would impair independence
 - Accept responsibility to authorize payment of client funds, electronically or otherwise, except as specifically provided for with respect to electronic payroll tax payments
 - Accept responsibility to sign or cosign client checks, even if only in emergency situations
 - Maintain a client’s bank account or otherwise have custody of a client’s funds or make credit for banking decisions for the client.[What does this mean?]

Provider responsibility for payroll services

Provider will prepare the District’s federal and state (if applicable) payroll forms and tax returns in accordance with the applicable payroll tax laws. Provider will use its best judgment in resolving questions where the law is unclear, and where there is reasonable authority, provider will resolve questions in District’s favor whenever possible. Provider is not required to audit or otherwise verify the accuracy or completeness of the information it receives from District for the preparation of the payroll and related returns, and its engagement cannot be relied upon to uncover errors or irregularities in the underlying information. However, provider will inform the appropriate level of management and the Board of any material errors and of any evidence or information that comes to its attention during the performance of its payroll preparation services that fraud may have occurred. In addition, provider will inform District of any evidence or information that comes to its attention during the performance of its payroll preparation services regarding illegal acts that may have occurred.

Provider’s payroll preparation services will include electronically transmitting information to taxing authorities and the District’s financial institution(s) to facilitate the electronic transfer of funds.

Provider’s payroll preparation services will include transmitting federal Form W-2, federal Form 1099, and payroll data forms to federal and state taxing authorities on the District’s behalf.

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

- Unlawful employees, contractors, and subcontractors
 - Provider shall not knowingly employ or contract with a worker without authorization to perform work under this contact. Provider shall not knowingly

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

- Verification regarding workers without authorization
Provider will verify or attempt to verify through participation in the E-Verify Program or the Department Program [as defined in C.R.S. § 8-17.5-101(3.3) and (3.7)] of the state of Colorado that Provider does not employ or contract workers without authorization.
- Limitation regarding E-Verify Program and the Department Program
Provider shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while performing this contract. [C.R.S. § 8-17.5-102(2)(b)(II)]
- Duty to terminate a subcontractor and exceptions
If Provider obtains actual knowledge that a subcontractor performing work under this contract knowingly employs or contracts with a worker without authorization, Provider shall, unless the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization:
 - (1) Notify the subcontractor and the district within three days that Provider has actual knowledge that the subcontractor is employing or contracting with a worker without authorization; and
 - (2) Terminate the subcontract with the subcontractor if, within three days of receiving notice that Provider has actual knowledge that the subcontractor is employing or contracting with a worker without authorization, the subcontractor does not stop employing or contracting with the worker without authorization. [C.R.S. § 8-17.5-102(2)(b)(A) and (B)]
- Duty to comply with state investigation

Provider shall comply with any reasonable request of the Colorado Department of Labor and Employment made in the course of an investigation pursuant to

Communications and Confidentiality

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

Termination of Services

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

Timeline for Proposers

- FP issued August 3, 2022
- Responses due by August 17, 2022
- Interviews conducted August 22-26, 2022
- Candidate/Provider Selection NLT August 26, 2022
- Selected candidate/provider begin services September 1., 2022

PROPOSAL SUBMITTAL INSTRUCTIONS:

Responding firms shall submit One (1) electronic copy via email to Mathew Hart, Roxborough Village Metropolitan District, Board President at MathewHart@roxboroughmetrodistrict.org.

Responses to this RFP should address how the firm would provide the services outlined. In addition, responses should address provider's willingness to only provide the services as stated in this RFP or if its proposal is contingent upon the District's acceptance of its proposals for the District's associated RFP's for Accounting Services and Management Services.

Responders are encouraged to be creative in their proposed approach.

All proposals should include, at a minimum:

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

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

Proposals must be received no later than 4:30 p.m. on Wednesday, August 17, 2022. It is the responsibility of the submitting firm to ensure the proposal is received by the District by the date and time specified in this RFP.