

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT

141 Union Boulevard, Suite 150
Lakewood, Colorado 80228-1898
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<https://www.roxboroughmetrodistrict.org/>

NOTICE OF A REGULAR MEETING AND AGENDA

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

DATE: September 20, 2022

TIME: 6:00 p.m.

LOCATION: Roxborough Library Meeting Room
8357 North Rampart Range Road #200
Littleton, Colorado 80125

I. ADMINISTRATIVE MATTERS

A. Disclosure of Potential Conflicts of Interest.

B. Approve Agenda; confirm location of the meeting.

II. PUBLIC COMMENTS

A. Members of the public may express their views to the Board on matters that affect the District. Comments will be limited to three (3) minutes. Please sign in. Questions may be asked of the Board but will not be answered at this time. Please refer to the Code of Conduct for additional guidelines:

<https://www.roxboroughmetrodistrict.org/2022-meetings> and attached hereto.)

III. **CONSENT AGENDA** – These items are considered to be routine and will be approved and/or ratified by one motion. There will be no separate discussion of these items unless a Board Member so requests, in which event, the item will be removed from the Consent Agenda and considered on the Regular Agenda.

- Ratify approval of Resolution Adopting Second Amended Code of Conduct (enclosure).
 - Review and consider approval of the Minutes of the August 16, 2022 Regular Meeting, and the Minutes of the August 17, August 23, September 7, and September 8, 2022 Special Meetings (enclosures).
 - Review and Consider Approval of Current Claims, Approve Transfer of Funds, and Ratify Payment of Autopay Claims and Ratify Approval of Previous Claims (to be distributed).
 - Ratify approval of proposal from Bailey Tree to remove trees behind Red Mesa Court, in the amount of \$7,500.00 (enclosure).
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IV. FINANCIAL MATTERS

A. Update regarding transition of Accounting Services

B. Discuss and consider approval of adding Christina Griggs and Mellissa Christopher from the District's accounting firm of Gemsbok Consulting, Inc. to the First Bank account.

C. Discuss and consider approval of adding Christina Griggs and Mellissa Christopher from the District's accounting firm of Gemsbok Consulting, Inc. to the ColoTrust account.

D. Discuss and consider approval of providing Gemsbok Consulting, Inc. access to Bill.com.

E. Update on insurance claim for tree damage/loss in storm.

F. Update on reimbursement for main line repairs.

G. Other.

V. LEGAL MATTERS

A. Update on Conflict of Interest questionnaire.

B. Other

VI. CAPITAL IMPROVEMENT MATTERS

A.

VII. OPERATION AND MAINTENANCE MATTERS

A. Review Report and Project Planner from Brightview (enclosures)

B. Discuss fence repairs in Roxborough Village First.

C. Discuss status of correcting mulch volcanos on trees.

D. Discuss the supplemental watering for new trees.

E. Discuss forming Playground Committee.

1. Discuss status on playground removal, replacement, repair and maintenance search.

F. Discuss repair/replacement of remaining deteriorated concrete paths (enclosure).

G. Discuss Roxborough Water staging area concerns.

H. Discuss status of revised mosquito contract.

- I. Discuss tennis court cleaning contract renewal.

- J. Review and consider approval of proposal from Mission Communications for Pump Station Controller Cellular Service (enclosure).

- K. Review and consider approval of proposal from BrightView Landscape Services for boulder adjustments (enclosure).

- L. Review and consider approval of Agreement between the District and Acme Fix-It, LLC to assemble green house (enclosure).

- M. Consider approval of Volunteer Water Quality Testing Agreement with Chris Prodis.

- N. Consider approval of RFP for snow removal services (enclosure).

- O. Consider approval of RFP for landscape services (enclosure).

- P. Other.

VIII. OTHER BUSINESS

- A. Review and consider approval of request to plant two memorial trees (enclosure).

- B. Discuss SDA Conference Takeaways (enclosure).

 - 1. Engineering firms.

 - 2. GIS.

3. Website.

4. Ballot measures and surveys.

5. USDA.

6. Broadband

C. Discuss rescheduling the October 18, 2022 Regular Meeting.

IX. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR
OCTOBER 18, 2022**

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

A RESOLUTION ADOPTING 2ND AMENDED 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 revise the Code of Conduct, with the following amendment/clarification:

The Section, Recording of Meetings, shall be amended to state:

- Recording of meetings by attendees is not prohibited.
- Audio recording only is permitted for in person meeting.
- For in person meetings, attendees must announce they are audio recording, keep the device in plain view on a flat surface, and such device cannot be distracting to the Board.

The next Section shall be amended to state "Manner of conduct by public attendees of meeting."

Under this Section with the heading of "For video meetings", the 4th bullet point shall be amended to state the following:

- All non-Board consultant attendees must stay on Mute as much as possible when they are not speaking to the Board.

Under the "Public comment – written in advance of meetings" Section, the first paragraph shall be amended to state as follows:

- 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 only for such residents who are unable to attend the meeting in person. Written comments

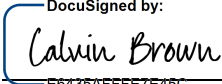
must be specifically identified as public comment in order to be included in meeting packet materials.

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

That the amended 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 19th day of April, 2022, by a vote of 5 for and 0 against.

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

By: 
E6435AFFF7E45C...
Calvin Brown, President

ATTEST:

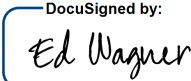
By: 
7D9BACB4D62C4E3...
Edward Wagner, Secretary

EXHIBIT A

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
AMENDED 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.

Recording of meetings

- Recording of meetings by attendees is not prohibited.
- Audio recording only is permitted for in person meetings.
- For in person meetings, attendees must announce they are audio recording, keep the device in plain view on a flat surface, and such device cannot be distracting to the Board.

Manner of conduct by public 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 speaking to 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 only for such residents who are unable to attend the meeting in person. 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.

RECORD OF PROCEEDINGS

MINUTES OF A REGULAR MEETING
OF THE BOARD OF DIRECTORS OF THE
ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
HELD
TUESDAY, AUGUST 16, 2022

A regular meeting of the Board of Directors of the Roxborough Village Metropolitan District (referred to hereafter as the “Board”) was convened on Tuesday, August 16, 2022 at 6:00 p.m. at Douglas County Library – Roxborough, 8357 N. Rampart Range Rd. #200, Littleton, Colorado, 80125 and by Zoom. The meeting was open to the public.

ATTENDANCE

In Attendance were Directors:

Mat Hart, President
Ephram Glass, Vice President
Mark Rubic, Treasurer
Travis Jensen, Secretary
Calvin Brown, Assistant Secretary

Also in Attendance were:

Anna Jones and Gina Karapetyan; CliftonLarsonAllen LLP (“CLA”)
Katie James, Esq.; Folkestad Fazekas Barrick & Patoile, P.C.
Dino Ross; Ireland Stapleton Pryor & Pascoe, PC
Marcia Pryor and Dennis Bedford; BrightView Landscape Services
Guy Patterson; Timberline District Consulting LLC
Colleen Itzen; Resident at 7096 Red Mesa Drive
Joanna Waldenmeyer; Resident at 8106 Eagleview Drive
Debbie Prysby; Resident at 7722 Kyle Way

ATTENDANCE

Call to Order: The meeting was called to order at 6:02 p.m. by Director Hart.

Quorum, Director Qualifications, Disclosure Matters: A quorum was declared present. No new conflicts were disclosed.

Agenda: Ms. Jones reviewed the Agenda with the Board. Following discussion, upon a motion duly made by Director Glass, seconded by Director Jensen and, upon vote, unanimously carried, the Board approved the Agenda, as presented.

Public Comment and/or Guests: Guy Patterson with Timberline District Consulting LLC introduced himself to the Board.

RECORD OF PROCEEDINGS

Joanna Waldenmeyer, resident, addressed the Board regarding the damaged fence. She also asked about the tennis court signage and fence maintenance.

She also asked for use of the District's sign posts to continue to post community and school events for the Parent Teacher Involvement Committee (PTIC). Following discussion, upon a motion duly made by Director Rubic, seconded by Director Glass and, upon vote, unanimously carried, the Board approved the use of District posts for signage related to the PTIC.

CONSENT AGENDA

Minutes from July 11, 2022 special Board meeting, July 19, 2022 special Board meeting, July 28, 2022 special Board meeting August 2, 2022 special Board meeting, August 4, 2022 special Board meeting:
Current Claims, Approve Transfer of Funds, and Ratify Payment of Autopay Claims and Ratify Approval of Previous Claims:
Bailey Tree Monthly Report:

Ms. Jones reviewed the Consent Agenda with the Board. The Board discussed changes to be made to the July 11, 2022 and July 19, 2022 minutes.

Following discussion, upon a motion duly made by Director Hart, seconded by Director Jensen and, upon vote, majority carried, the Board approved the Consent Agenda, as amended. Director Rubic opposed.

FINANCIAL MATTERS

June 30, 2022 Unaudited Financial Statements: Director Rubic asked questions about the financial statements to which Ms. Karapetyan answered satisfactorily. Following discussion, upon a motion duly made by Director Hart, seconded by Director Brown and, upon vote, unanimously carried, the Board accepted the June 30, 2022 Unaudited Financial Statements.

Insurance Claim for Tree Damage Loss in Storm: Ms. Jones provided an update to the Board regarding the insurance claim for tree damage loss in a recent storm.

Reimbursement for Main Line Repairs: Attorney James reported on the status of the reimbursement for main line repairs.

Other: The Board discussed invoices from Metco Landscaping that are pending payment. Following discussion, upon a motion duly made by Director Rubic, seconded by Director Glass and, upon vote, unanimously carried, the Board determined not to pay any outstanding invoices at this time and until a reconciliation.

RECORD OF PROCEEDINGS

ACTION ITEMS

Follow Up Discussion for Attorney Selection: Attorney Ross indicated he has a scheduling conflict for the District's regular meetings and is not comfortable representing the Board. Discussion ensued. The topic was tabled until the August 17, 2022 Board meeting.

RFPs for Management, Accounting, Payroll and Engineering: The Board discussed updating the deadline for submitting proposals for engineering services to August 25, 2022 at 4:00 p.m. CLA will expand the list of firms to send the RFP directly to.

Contract with BrightView Landscape Services through October 31, 2022 in an amount not to exceed \$50,000: Following review, upon a motion duly made by Director Glass, seconded by Director Jensen and, upon vote, unanimously carried, the Board ratified approval of the contract with BrightView Landscape Services through October 31, 2022 in an amount not to exceed \$50,000.

BrightView Landscape Services Update: Mr. Bedford reviewed his report with the Board. Mr. Bedford requested CLA remove the BrightView emergency number from the website, direct all emergency calls to the District Manager and remove all information related to Metco Landscaping.

Fence Repairs in Roxborough Village First: The Board discussed and determined to approve the fence damage caused by Metco Landscaping be reimbursed in an amount not to exceed \$500.00.

The Board requested an estimate for the split rail fence repairs. Ms. Waldenmeyer will provide the estimate to Director Hart for approval, pending Attorney James provision of clarification regarding legal implications.

Bailey Tree Proposal to Remove Trees Behind Red Mesa Court in the amount of \$7,500.00: This item was tabled until the August 17, 2022 Board meeting.

Bailey Tree Proposal to Remove Leaning Tree in the amount of \$2,225.00: Following discussion, the Board determined no action should be taken.

Other: None.

LANDSCAPING MATTERS

Procedure regarding Dragging and Striping the Softball Field: Following discussion, upon a motion duly made by Director Rubic, seconded by Director Glass and, upon vote, unanimously carried, the

RECORD OF PROCEEDINGS

Board approved the softball league to prepare, drag and stripe fields throughout the remainder of their permit. Attorney James will update the agreement to reflect this action.

Incomplete Metco work: This item was previously discussed.

Community Park sidewalk / path stone / rock installation and safety corrections: This item was not discussed.

Tire rut repair in Community Park (seeded area issues): This item was not discussed.

Correcting mulch volcano correction: This item was not discussed.

New trees are dying and need supplemental watering: This item was not discussed.

Playgrounds need additional wood chips: Following discussion, the Board determined further exploration is needed and will appoint a committee at a later date.

Other.

DIRECTOR MATTERS

Environmental Committee: Director Glass reviewed the Environmental Committee report with the Board.

Forming Wildfire Mitigation Committee: Following discussion, upon a motion duly made by Director Rubic, seconded by Director Hart and, upon vote, unanimously carried, the Board formed the Wildfire Mitigation Committee and appointed Directors Brown and Glass to serve on the Committee.

Tree Inventory Update: Director Glass provided an update regarding tree inventory to the Board.

Playground Removal, Replacement, Repair and Maintenance Search: Director Glass will attend at PTIC to discuss the status of playgrounds. Director Rubic will research other vendors to assist in playground matters.

Repair/Replacement of Remaining Deteriorated Concrete Paths: This item was not discussed.

Roxborough Water Staging Area Issues: Attorney James requested photos to share with Roxborough Water and Sanitation District and will notify them to scale back their staging operations.

RECORD OF PROCEEDINGS

Other: None.

MANAGER MATTERS

Revised Mosquito Contract: This item was not discussed.

Tennis Court Cleaning Contract Renewal: This item was not discussed.

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: No action was taken.

Update on Conflict of Interest Questionnaire: This item was not discussed.

Possible Payment to Scott Snow: This item was not discussed.

Ireland Stapleton's availability to attend Board meetings on the first Monday, fourth Monday, any Wednesday, first Thursday, third Thursday or fourth Thursday of each month: This item was previously discussed.

Other: None.

OTHER BUSINESS

Quorum and Location for September 20, 2022 Regular Meeting: A quorum was confirmed for the August 17th, August 23rd and August 25th Special Board Meetings.

ADJOURNMENT

There being no further business to come before the Board, upon a motion duly made by Director Brown, seconded by Director Glass and, upon vote, unanimously carried, the Board adjourned the meeting at 8:35 p.m.

Respectfully submitted,

By: _____
Mat Hart, President

Attest:

By: _____
Travis Jensen, Secretary

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING
OF THE BOARD OF DIRECTORS OF THE
ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
HELD
THURSDAY, AUGUST 17, 2022

A special meeting of the Board of Directors of the Roxborough Village Metropolitan District (referred to hereafter as the “Board”) was convened on Tuesday, August 17, 2022 at 6:00 p.m. via Zoom. The meeting was open to the public.

ATTENDANCE

In Attendance were Directors:

Mat Hart, President
Ephram Glass, Vice President
Mark Rubic, Treasurer
Travis Jensen, Secretary

Calvin Brown was absent and excused.

Also in Attendance were:

Katie James, Esq.; Folkestad Fazekas Barrick & Patoile, P.C.

**ADMINISTRATIVE
MATTERS**

Call to Order: The meeting was called to order at 6:00 p.m.

Quorum, Director Qualifications, Disclosure Matters: A quorum was declared present. No new conflicts were disclosed.

Agenda: Attorney James reviewed the Agenda with the Board. Following discussion, upon a motion duly made by Director ____, seconded by Director ____ and, upon vote, unanimously carried, the Board approved the agenda, as presented, and excused the absence of Director Brown.

Public Comment and/or Guests: There was no public comment.

**DISCUSS PROPOSALS
RECEIVED AND
DETERMINE COURSE
OF ACTION**

Management Services, Accounting Services, Payroll Services and Engineering Services: The Board discussed the proposals received for these services in depth.

Upon motion duly made by ____, seconded by Director ____ and, upon vote, unanimously carried, the Board determined to interview Cherry Creek HOA Professionals, Community Resource Services of Colorado, LLC and Special District Management Services, Inc. for management services.

RECORD OF PROCEEDINGS

Upon motion duly made by ____, seconded by Director ____ and, upon vote, unanimously carried, the Board determined to interview Gemsbok Consulting, Inc., Community Resource Services of Colorado, LLC and Special District Management Services, Inc. for accounting and payroll services.

These interviews will take place at the special Board meeting on August 23, 2022.

ANY BUSINESS
CONTINUED FROM
AUGUST 16, 2022
REGULAR MEETING

Following discussion, the Board determined to engage Dino Ross with Ireland Stapleton Pryor & Pascoe, PC per his follow up offer to have an associate to attend regular Board meetings starting in November, with him attending other special Board meetings, and have Attorney James transition to the same.

Following discussion, the Board determined to hire Attorney James with Folkestad Fazekas Barrick & Patoile, P.C. to help transition from September through November or December with the last month up to Attorney Ross, as needed and for Attorney James to attend only the regular Board meetings in September, October and November.

The Board requested follow up information about Patriot Pest's new scope of work, the services provided by Game Set Match, and the status of pickleball court striping.

The Board directed CLA to follow up with Keesen regarding their proposal for the swale enhancement to remove sales tax.

Following discussion, the Board determined not to pay Scott Snow for the disc golf services provided and requested CLA notify him of their decision.

The Board discussed their donation to the Roxborough One festival and permitted them to use the District posts for signage, if needed.

OTHER BUSINESS

Other: None.

RECORD OF PROCEEDINGS

ADJOURNMENT

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

Respectfully submitted,

By: _____
Mat Hart, President

Attest:

By: _____
Travis Jensen, Secretary

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING
OF THE BOARD OF DIRECTORS OF THE
ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
HELD
TUESDAY, AUGUST 23, 2022

A special meeting of the Board of Directors of the Roxborough Village Metropolitan District (referred to hereafter as the “Board”) was convened on Tuesday, August 23, 2022 at 6:00 p.m. via Zoom. The meeting was open to the public.

ATTENDANCE

In Attendance were Directors:

Mat Hart, President
Ephram Glass, Vice President
Mark Rubic, Treasurer
Travis Jensen, Secretary
Calvin Brown, Assistant Secretary

Also in Attendance were:

Anna Jones; CliftonLarsonAllen LLP(“CLA”)
Katie James, Esq.; Folkestad Fazekas Barrick & Patoile, P.C.
David Prieto and Shannon Torgerson; Cherry Creek HOA Professionals
Christina Griggs; Gemsbok Consulting, Inc.
Sue Blair, David Birkeness, Joel Meggers and Phyliss Brown;
Community Resource Services of Colorado, LLC
Peggy Ripko and James Ruthven; Special District Management Service, Inc.

ADMINISTRATIVE MATTERS

Call to Order: The meeting was called to order at 6:02 p.m. by Director Hart.

Quorum, Director Qualifications, Disclosure Matters: A quorum was declared present. No new conflicts were disclosed.

Agenda: The Board reviewed the agenda. Following discussion upon a motion duly made by Director Glass, seconded by Director Jensen and, upon vote, unanimously carried, the Board approved the agenda, as presented.

Public Comment and/or Guests: There was no public comment.

CONDUCT INTERVIEWS

Cherry Creek HOA Professionals: David Prieto and Shannon Torgerson with Cherry Creek HOA Professionals presented to the Board and answered all questions from the Board.

RECORD OF PROCEEDINGS

Gemsbok Consulting, Inc.: Christina Griggs with Gemsbok Consulting, Inc. present to the Board and answered all questions from the Board.

Community Resources Services of Colorado, LLC: Sue Blair, David Birkeness, Joel Meggers and Phyllis Brown with Community Resources Services of Colorado, LLC and answered all questions from the Board.

Special District Management Services, Inc.: Peggy Ripko and James Ruthven with Special District Management Services, Inc. presented to the Board and answered questions from the Board.

Following discussion, upon a motion duly made by Director Glass, seconded by Director Rubic and, upon vote, unanimously carried, the Board determined to extend an offer to Gemsbok Consulting, Inc. for accounting services and an offer to Special District Management Services, Inc. for management services.

OTHER BUSINESS

Other: The Board discussed upcoming meetings and determined the meetings scheduled for August 25, 2022 and August 30, 2022 may not be necessary and will determine if cancelation will occur as soon as possible.

ADJOURNMENT

There being no further business to come before the Board, upon a motion duly made by Director Jensen, seconded by Director Brown and, upon vote, unanimously carried, the Board adjourned the meeting at 9:16 p.m.

Respectfully submitted,

By: _____
Mat Hart, President

Attest:

By: _____
Travis Jensen, Secretary

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE ROXBOROUGH VILLAGE METROPOLITAN DISTRICT HELD SEPTEMBER 7, 2022

A Special Meeting of the Board of Directors (referred to hereafter as the “Board”) of Roxborough Village Metropolitan District (the “District”) was convened on Tuesday, the 7th day of September, 2022 at 6:00 p.m. via Zoom. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

Mathew Hart
Ephram Glass
Mark Rubic
Travis Jensen

Also In Attendance Were:

Peggy Ripko; Special District Management Services, Inc. (“SDMS”)

Dino Ross, Esq. and Kelley Duke; Ireland Stapleton Pryor & Pascoe, PC

CALL TO ORDER

At 6:00 p.m. the meeting was called to order.

DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

Disclosure of Potential Conflicts of Interest: The Board discussed the requirements pursuant to the Colorado Revised Statutes to disclose any potential conflicts of interest or potential breaches of fiduciary duty to the Board of Directors and to the Secretary of State. Ms. Ripko noted that a quorum was present and requested that members of the Board disclose any potential conflicts of interest with regard to any matters scheduled for discussion at this meeting, and incorporated for the record those applicable disclosures made by the Board members prior to this meeting in accordance with the statute. It was noted that there are no Directors’ Disclosure Statements to be filed.

ADMINISTRATIVE MATTERS

Agenda: Ms. Ripko reviewed with the Board the proposed Agenda for this Special Meeting.

Following discussion, upon motion duly made by Director Jensen, seconded by Director Glass and, upon vote, unanimously carried, the Agenda was approved, as presented.

RECORD OF PROCEEDINGS

Confirm Location of Meeting/Posting of Meeting Notices: The Board entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the Board's meetings.

Following discussion, upon motion duly made by Director Jensen, seconded by Director Glass and, upon vote, unanimously carried, the Board determined this Board meeting will be held via Zoom. The Board further noted that notice of this meeting format was duly posted and that it has not received any objections to the meeting format or any requests that the meeting format be changed by taxpaying electors within the District's boundaries.

Excusal of Absence: Director Brown was not in attendance and his absence was excused.

Following discussion, upon motion duly made by Director Hart, seconded by Director Glass and, upon vote, unanimously carried, Director Brown's absence was excused.

**PUBLIC
COMMENTS**

There were no public comments.

**TRANSITION
UPDATES**

Service Agreement with SDMS for District Management Services: The Board reviewed a Service Agreement with SDMS for District Management Services.

Following discussion, upon motion duly made by Director Glass, seconded by Director Jensen and, upon vote, unanimously carried, the Board approved the Service Agreement with SDMS for District Management Services.

Service Agreement with Gemsbok Consulting, Inc. for Accounting Services: The Board reviewed a Service Agreement with Gemsbok Consulting, Inc. for Accounting Services.

Following discussion, upon motion duly made by Director Glass, seconded by Director Rubic and, upon vote, unanimously carried, the Board approved the Service Agreement with Gemsbok Consulting, Inc. for Accounting Services, subject to changing item 16G.

Special Counsel Engagement Letter with Folkestand Fazekas Barrick & Patoile, P.C. for Legal Services: The Board reviewed a Special Counsel Engagement Letter with Folkestand Fazekas Barrick & Patoile, P.C. for legal services.

RECORD OF PROCEEDINGS

Following discussion, upon motion duly made by Director Glass, seconded by Director Jensen and, upon vote, unanimously carried, the Board approved the Special Counsel Engagement Letter with Folkestand Fazekas Barrick & Patoile, P.C. for legal services from September 1, 2022 until December 31, 2022.

Meet and Greet with Kelley Duke, Esq. of Ireland Stapleton and Legal Counsel

Transition Update: The Board was introduced to Attorney Duke, who is Attorney Ross' partner, and who will be assisting with the legal services provided to the District. Attorney Duke and Attorney Ross gave an update regarding the transition. The Board members discussed tasks they would like legal counsel to work on.

General Counsel Engagement Letter with Ireland Stapleton: The Board reviewed a General Counsel Engagement Letter with Ireland Stapleton.

Following discussion, upon motion duly made by Director Glass, seconded by Director Jensen and, upon vote, unanimously carried, the Board approved the General Counsel Engagement Letter with Ireland Stapleton.

District Management Transition Update: Ms. Ripko provided an update to the Board on the District Management transition.

Accounting Management Transition Update: There was no update at this time.

ADJOURNMENT

There being no further business to come before the Board at this time, upon motion duly made by Director Rubic, seconded by Director Jensen and, upon vote, unanimously carried, the Special Meeting was adjourned.

Respectfully submitted,

By: _____
Secretary for the Meeting

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE ROXBOROUGH VILLAGE METROPOLITAN DISTRICT HELD SEPTEMBER 8, 2022

A Special Meeting of the Board of Directors (referred to hereafter as the “Board”) of Roxborough Village Metropolitan District (the “District”) was convened on Tuesday, the 8th day of September, 2022 at 6:00 p.m. via Zoom. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

Mathew Hart
Ephram Glass
Mark Rubic
Travis Jensen
Calvin Brown

Also In Attendance Were:

Peggy Ripko; Special District Management Services, Inc. (“SDMS”)

Debra Prysby; Resident

CALL TO ORDER

At 6:00 p.m. the meeting was called to order.

DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

Disclosure of Potential Conflicts of Interest: The Board discussed the requirements pursuant to the Colorado Revised Statutes to disclose any potential conflicts of interest or potential breaches of fiduciary duty to the Board of Directors and to the Secretary of State. Ms. Ripko noted that a quorum was present and requested that members of the Board disclose any potential conflicts of interest with regard to any matters scheduled for discussion at this meeting, and incorporated for the record those applicable disclosures made by the Board members prior to this meeting in accordance with the statute. It was noted that there are no Directors’ Disclosure Statements to be filed.

ADMINISTRATIVE MATTERS

Agenda: Ms. Ripko reviewed with the Board the proposed Agenda for this Special Meeting.

RECORD OF PROCEEDINGS

Following discussion, upon motion duly made by Director Glass, seconded by Director Hart and, upon vote, unanimously carried, the Agenda was approved, as presented.

Confirm Location of Meeting/Posting of Meeting Notices: The Board entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the Board's meeting.

Following discussion, upon motion duly made by Director Glass, seconded by Director Hart and, upon vote, unanimously carried, the Board determined this Board meeting will be held via Zoom. The Board further noted that notice of this meeting format was duly posted and that it has not received any objections to the meeting format or any requests that the meeting format be changed by taxpaying electors within the District's boundaries.

Excusal of Absence: There were no absences.

**PUBLIC
COMMENTS**

There were no public comments.

**OPERATION AND
MAINTENANCE
MATTERS**

Water Sampling Training: The Board entered into discussion regarding water sampling training for Chris Prodis, who is a local teacher, for a year as part of the River Watch Program.

Following discussion, upon motion duly made by Director Glass, seconded by Director Brown and, upon vote, unanimously carried, the Board approved water sampling training for Chris Prodis for a year as part of the River Watch Program, in an amount not to exceed \$300, subject to a signed Agreement drafted by legal counsel.

Proposal from Acme Fix-It to Assemble a Greenhouse: The Board reviewed a proposal from Acme Fix-It to assemble a greenhouse.

Following discussion, Director Glass made a motion to hire Acme Fix-It. Following further discussion, Director Glass withdrew his motion. The consensus of the Board was to table this item to the September 20, 2022 meeting.

Tasks to be Assigned to Ireland Stapleton: It was noted that legal counsel will be researching wildfire mitigation in Wildlife Riparian Conservation Zone and research regarding rules for replacing southern creek crossing.

RECORD OF PROCEEDINGS

Proposal from Bailey Tree LLC to Remove Trees or Branches on the Hogback:

The Board reviewed a proposal from Bailey Tree LLC to remove trees or branches on the hogback.

Following discussion, upon motion duly made by Director Jensen, seconded by Director Brown and, upon vote, unanimously carried, the Board approved the proposal of Bailey Tree LLC to remove branches from a dead pine tree on the hogback.

Response from Roxborough Water & Sanitation District Regarding

Construction: Director Ephram reported the restoration work for the staging area on the District's property will occur towards the end of October or early November once all the connections are completed. A walk through will be scheduled to determine the facilities (curb, gutter, concrete trail) damaged by the construction. The damage to the trail through the staging area prior to construction to facilitate the evaluation of construction damage was documented. Roxborough Water & Sanitation District discussed with John Juranek previously that the curb and gutter where trucks and equipment have entered the staging area will be replaced once American West no longer needs to access the staging area.

As part of the repaving of the northbound lanes, Roxborough Water & Sanitation District will be reviewing the curb and gutter with John Juranek to determine other areas that will be repaired in conjunction with the paving.

Director Rubic requested a remediation plan be provided.

District Maintenance Responsibility: The Board entered into discussion regarding the criteria for District maintenance responsibility, to include all areas that the District could be responsible for in the Request for Proposals ("RFP") for 2023 landscape and 2022-2023 snow removal services.

Proposal from BrightView Landscape Services to Refresh Playground Mulch to Varying Depths at Chatfield Farms, Pocket Park, Mule Deer Park, Airplane Park, Marmot Ridge Park, Crystal Lakes Park, and Imperial Park: The Board reviewed a proposal from BrightView Landscape Services to refresh Playground Mulch to varying depths at Chatfield Farms, Pocket Park, Mule Deer Park, Airplane Park, Marmot Ridge Park, Crystal Lakes Park, and Imperial Park.

Following discussion, upon motion duly made by Director Glass, seconded by Director Jensen and, upon vote, unanimously carried, the Board approved the proposal from BrightView Landscape Services to refresh Playground Mulch to varying depths at Chatfield Farms, Pocket Park, Mule Deer Park, Airplane Park, Marmot Ridge Park, Crystal Lakes Park, and Imperial Park.

RECORD OF PROCEEDINGS

Draft Snow Removal RFP and Map: The Board reviewed a snow removal map. Director Glass will update the map and distribute for final review. The final map and RFP will be submitted to legal for review. It was noted the RFP must clarify that they must be willing to contract with and bill any interested Homeowner Associations separately.

Draft Landscape Maintenance RFP and Map: The Board reviewed a maintenance map and RFP for landscape maintenance services. It was noted Director Glass will share with the Board the final map and Director Rubic will distribute RFP to review with comments are due back on September 14, 2022 to submit to legal for review.

Proposal for Fixing the Rocks in Community Park: The Board entered into discussion regarding a proposal for fixing the rocks in Community Park. The Board directed Director Glass to request an updated proposal from BrightView Landscape Services to add rocks in the northwest, southeast, and southwest corners of the parking lot and to move the rocks outside the four-foot beauty band.

Tasks to be Assigned to SDMS: The District Manager provided an update. Ms. Ripko noted that she already initiated or were about to initiate all tasks to be assigned to SDMS.

OTHER BUSINESS

Quorum for September 20, 2022 Regular Meeting: A quorum was confirmed for the September 20, 2022 Regular Board Meeting.

ADJOURNMENT

There being no further business to come before the Board at this time, upon motion duly made by Director Jensen, seconded by Director Rubic and, upon vote, unanimously carried, the Special Meeting was adjourned.

Respectfully submitted,

By: _____
Secretary for the Meeting



Bailey Tree LLC

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

PROPOSAL

Generated uniquely for

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

Roxborough Metro District c/o Clifton Larson Allen 20220

Estimator: Steven Bailey

Thursday, August 11, 2022

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

303-779-5710

Worksite: Roxborough

Address: 7197 Red Mesa Ct
Littleton, CO 80125

Contact:

Requested Services

Task #	Tree/Shrub(Location)	Service Description	Quantity	Cost
1	Tree(s)	Removal 4 dead trees as shown in the attached pictures. Cut the trees down to as low of a stump as is reasonable. cut up logs and limbs into smaller pieces and leave on site.	4	\$2,500.00
2	Tree(s)	Debris Removal and Clean Up Haul away all generated debris from tree cutting.	4	\$5,000.00

(This is an estimate, if the board is serious about doing this work we will need to go over logistics and that may affect pricing based upon access and equipment)

Requested Services Total:

\$7,500.00



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 2

Click here to
check us out!



TERMS & CONDITIONS:

- 1--Our minimum service fee for trimming and/or removal work is \$262.50
- 2--Our minimum service fee for stump grinding is \$115.50
- 3--Our minimum service fee for Plant Health Care (PHC) services (injections and spraying) is \$105.00
- 4--Please make sure no cars are parked under or near the tree(s) on the day of service.
- 5--All moveable objects under and around the tree, and in the pathway between the tree and the service truck, should be moved out of the work zones prior to a service crews arrival.
- 6--Tree services performed in the vicinity of delicate flowers and shrubs may result in some damage to those flowers and shrubs. To avoid this possibility please request a fall or winter schedule date.
- 7--All animal excrement in the areas the service crews will be working must be removed prior to the crews arrival. Failure to do so may result in an incomplete clean up.
- 8--Bailey Tree LLC will not be held responsible for damage to underground utilities not included in a standard locate request during removal, planting, stump grinding, or any subsurface application or service. All repairs will be billed accordingly. Underground utilities include, but are not limited to; sprinkler lines, heads of equipment, electric dog fences, private landscape wiring such as irrigation wires, or any unspecified buried outdoor wiring.
- 9--Prices quoted for or during winter months may need a requote if service is requested or required during non-winter months.
- 10--Cancellations requested with less than 24 hrs. notice may be subject to a \$210 mobilization fee.
- 11--All invoices are due upon completion. Monthly finance charges at 18% per annum will accrue after 30 days.
- 12--The customer warrants that all trees upon which work is being performed either belong to the homeowner or that permission to work on them has been obtained by the owner. **IN THE EVENT OF ANY ERROR, BAILEY TREE LLC IS NOT TO BE HELD RESPONSIBLE.**
- 13--This estimate is for completing the job as described above. It is based on our evaluation and does not include additional services requested or required during or after this service is provided. Project timing is subject to change based on weather and other unforeseen circumstances.
- 14--Any changes to an accepted proposal must be emailed to us 24 hours prior to work being performed.
- 15--To accept a proposal is to acknowledge & accept these terms and conditions.



ISA Certified Arborists

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

We accept Cash, Check, or Credit Card

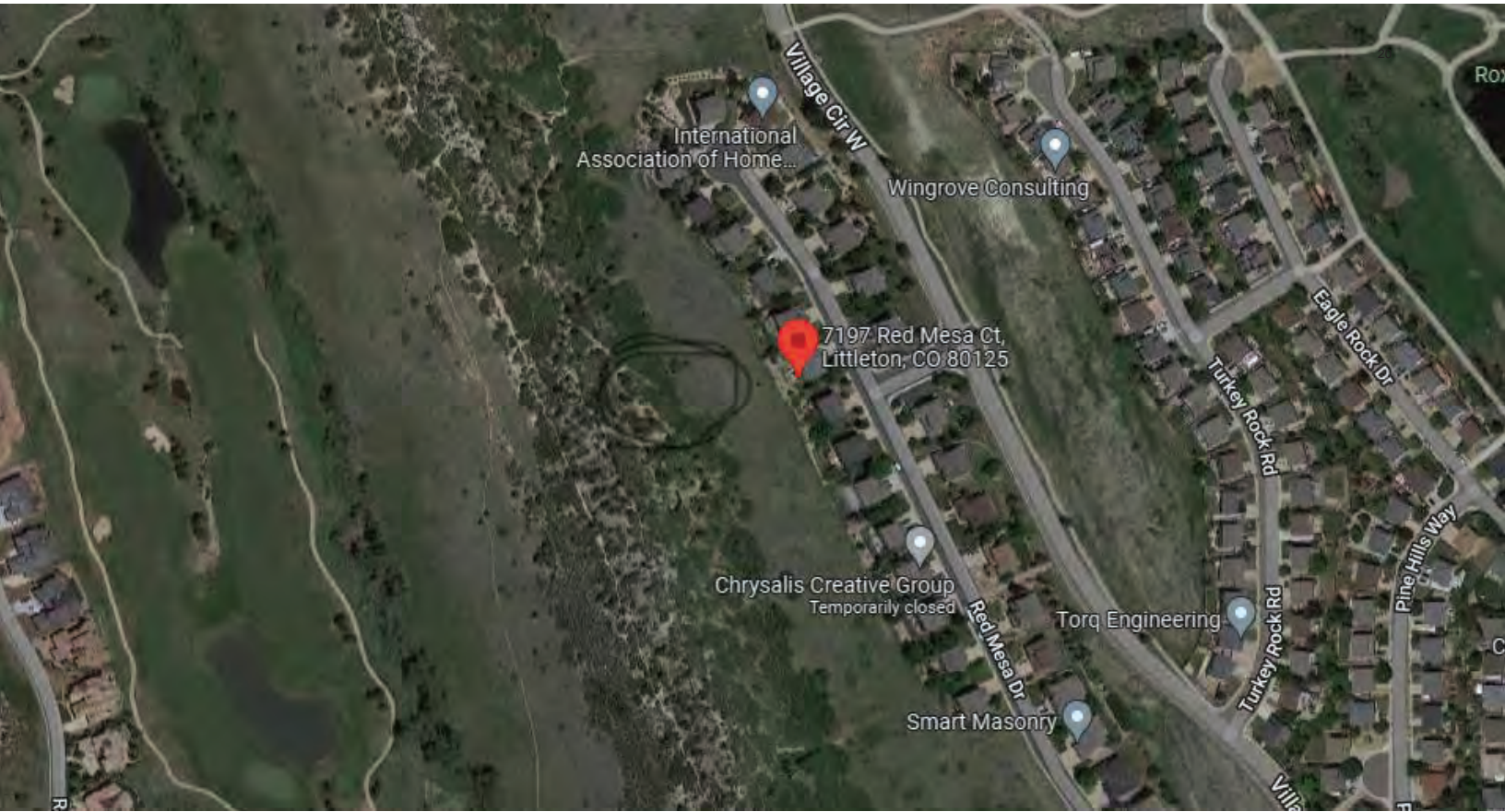
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Page 2 of 2

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International Association of Home...

Wingrove Consulting

7197 Red Mesa Ct, Littleton, CO 80125

Chrysalis Creative Group
Temporarily closed

Torq Engineering

Smart Masonry















***MONTHLY MAINTENANCE REPORT
ROXBOROUGH METRO DISTRICT
SEPTEMBER 2022***

Recipients
Board Members
Peggy Ripko
Dennis Bedford
Marcia Pryor

FOR: Roxborough Metro District

SUBMITTED BY: Dennis Bedford

DATE: 9/8/2022

REVIEW OF OPERATIONS:

General Maintenance:

We started seeing drops in temperatures recently as a reprieve from the summer. Watering has been a bit sporadic considering all the mainline repairs required. Some of it coming from construction on Rampart Range.

We will be switching to our modified mowing schedule in October for the 1st and 3rd weeks only.

We currently working out way through the property for native beauty bands around the trails and fence lines. We should hit all beauty bands before the end of October. Additionally, we are going to perform a native mow for the sledding hill at Community Park before November at T&M Rates.

Fall aeration/fertilizer is included in contracted services and will be completed in October.

Site Policing:

Crew has been instructed to NOT drive across native areas as it will take several years to recover the tire marks. We have also asked the trash/dog station crew to use a side-by-side ATV to remove all trash so they can have a better turning radius. Fishing line disposals have been cleared out near the fishing ponds.

Irrigation:

Major Irrigation Projects:

- Repair 3" Mainline/Gate Valve Village Circle West North of Turkey Rock
- Repair 4" Mainline East of Rampart Range Across from Community Park.
- Currently working on a 2.5" mainline gate valve replacement due to Rampart Range Construction
- Greenhouse installation at Primary School Proposal conditionally approved

We are aiming to winterize the irrigation system in late October. Tim has been informed to leave Crystal Lake water levels as low as possible at the time of irrigation winterization to allow for snow melt and run off over the winter months.

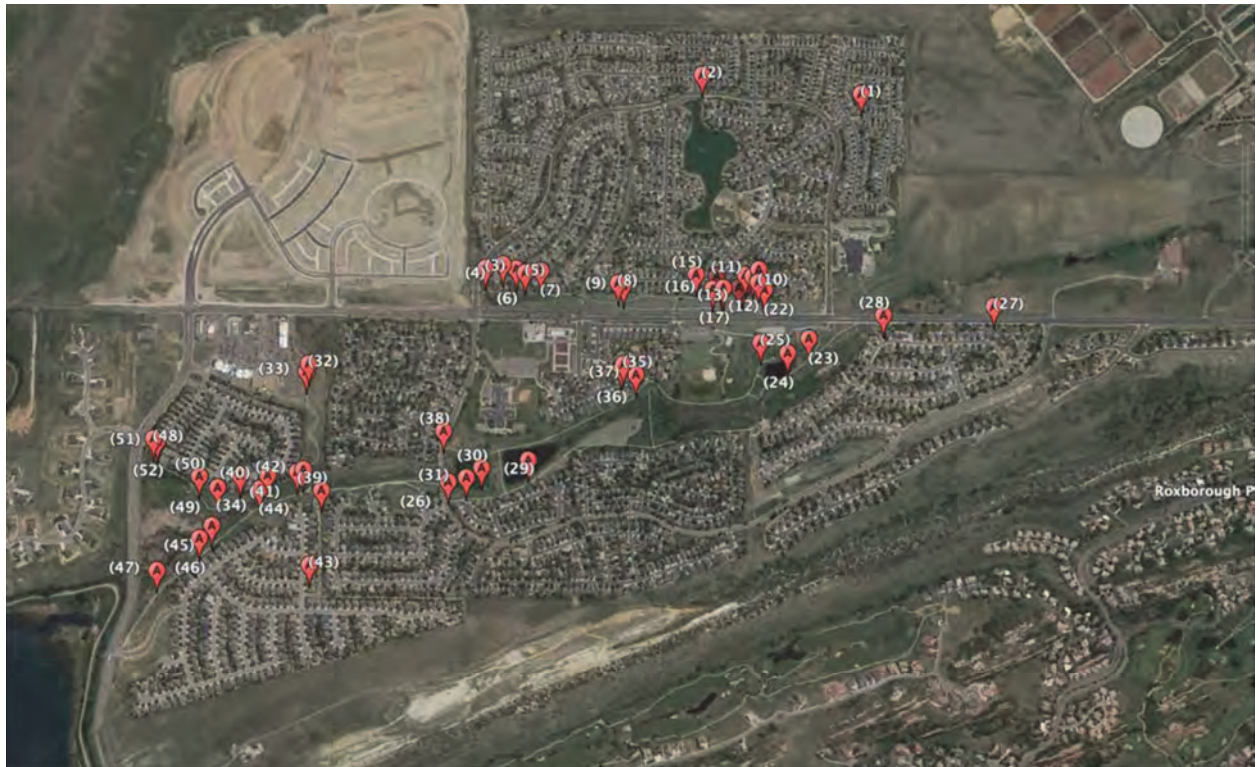
General Updates:

Project Updates:

- Playground Mulch – To be completed week of 9/19
- Boulder Reburial – Proposal updated and awaiting approval
- Drag and scrape softball fields – Completed once during the month of August
- Trail Tree Removal Village Circle West – Updated proposal sent

Date Requested	Project	Type	Next Steps	Completed	Date Proposed
N/A	Repair 3" Mainline/Gate Valve Village Circle West North of Turkey Rock	Irrigation	Completed 8/4	Yes	8/4/2022
8/16/2022	Drag and Stripe Softball Fields	Enhancement	Completed	Yes	8/17/2022
N/A	Repair 4" Mainline East of Rampart Range Across from Community Park from potable water line construction	Irrigation	Completed 8/22	Yes	8/22/2022
8/24/2022	Trail Tree Removal/Trimming	Enhancement	Awaiting approval and schedule to complete	No	8/25/2022
8/25/2022	Greenhouse Install	Irrigation	Approved/Pending School Approval	No	8/25/2022
8/31/2022	Playground Mulch	Enhancement	Approved and scheduled	No	8/31/2022
N/A	Repair Mainline Leak Village Circle East. Replaced ball valve assembly west of red fox way	Irrigation	Completed	Yes	8/31/2022
N/A	Replaced 2 control valves south of Village Circle East and Lark Way	Irrigation	Completed	Yes	9/2/2022
N/A	Repair 3" Mainline north of south entry to village circle east	Irrigation	Completed		9/5/2022
N/A	Repair 3" Mainline repair under sidewalk village circle west and Haileys.	Irrigation	Completed	Yes	9/7/2022
N/A	2.5" mainline repair and replace gate valve construction damage Pipeline Rampart Range just northeast of entrance to village circle east	Irrigation	Mainline shutdown until digging is completed	No	9/14/2022
N/A	Install remote sensing card at pump station	Irrigation	Still to be done. Need to prioritize other fixes	No	N/A
8/25/2022	Boulder Reburial	Enhancement	Awaiting approval and schedule to complete	No	
N/A	Repair 2.5" Mainline at Rampart Range Road due to construction	Irrigation	Completed	Yes	
N/A	Minor Repairs at Soccer Fields	Irrigation	Completed	Yes	
N/A	Minor Repairs at Crystal Lake Park	Irrigation	Completed	Yes	

Date Requested	Project	Type	Next Steps	Completed	Date Proposed	AEW	Cost
8/31/2022	Playground Mulch	Enhancement	Approved and scheduled	No	8/31/2022	7892350	\$ 15,340.00
8/16/2022	Drag and Stripe Softball Fields	Enhancement	Completed	Yes	8/17/2022	7899564	\$ 465.00
8/24/2022	Trail Tree Removal/Trimming	Enhancement	Awaiting approval and schedule to complete	No	8/25/2022	7907036	\$ 915.00
8/25/2022	Boulder Reburial	Enhancement	Awaiting approval and schedule to complete	No	9/12/2022	7907138	\$ 2,455.00
N/A	Diagnose and adjust pump controls for pond water level controls	Irrigation	Need to install remote sensing card at pump station	No	8/4/2022	16402	\$ 1,155.00
8/15/2022	After hours emergency call for leak on Village Circle East	Irrigation	Completed	Yes	8/15/2022	16407	\$ 210.00
N/A	Repair 3" Mainline/Gate Valve Village Circle West North of Turkey Rock	Irrigation	Completed	Yes	8/4/2022	16410	\$ 6,159.04
N/A	Repair 4" Mainline East of Rampart Range Across from Community Park from potable water line construction	Irrigation	Completed	Yes	8/22/2022	16411	\$ 1,489.12
N/A	Minor Repairs at Soccer Fields	Irrigation	Completed	Yes	8/23/2022	16415	\$ 367.76
8/25/2022	Greenhouse Install	Irrigation	Approved/Pending School Approval	No	8/25/2022	16421	\$ 4,292.91
N/A	Minor Repairs at Crystal Lake Park	Irrigation	Completed	Yes	8/29/2022	16422	\$ 703.40
N/A	Repair 3" Mainline north of south entry to village circle east	Irrigation	Completed	Yes	8/29/2022	16423	\$ 1,074.36
N/A	Repair Mainline Leak Village Circle East. Replaced ball valve assembly west of red fox way	Irrigation	Completed	Yes	8/29/2022	16427	\$ 2,108.76
N/A	2.5" mainline repair and replace gate valve construction damage Pipeline Rampart Range just northeast of entrance to village circle east	Irrigation	Mainline shutdown until digging is completed	No	9/14/2022	16430	\$ 1,585.68
8/12/2022	Lateral leak repair at Crystal Lake NE corner	Irrigation	Completed	Yes	9/14/2022	16441	\$ 966.10
9/16/2022	Investigate dying lawns in median on Village Circle West	Irrigation	Investigating	No	N/A	-	-
9/16/2022	Investigate overspraying in Softball Field	Irrigation	Investigating	No	N/A	-	-
8/29/2022	Provide view only login for WeatherTrak to see watering schedules	Irrigation	Email sent to weathertrak requesting login	No	N/A	N/A	No Charge
N/A	Replaced 2 control valves south of Village Circle East and Lark Way	Irrigation	Completed	Yes	8/30/2022	Not Invoiced	
N/A	Repair 3" Mainline repair under sidewalk village circle west and Haileys.	Irrigation	Completed	Yes	9/7/2022	Not Invoiced	
N/A	Repair 2.5" Mainline at Rampart Range Road due to construction	Irrigation	Completed	Yes	9/13/2022	Not Invoiced	



Index	Photo	Description	Location
1		Uneven pavement	39.46834 -105.06654

Index	Photo	Description	Location
2		Broken slab	39.47238 -105.06601
3		Broken corner	39.47781 -105.07249
4		5 cracked slabs	39.47737 -105.07236
5		Multiple cracked slabs	39.47680 -105.07262

Index	Photo	Description	Location
6		7 cracked slabs with plant growth	39.47703 -105.07250
7		4 cracked slabs	39.47641 -105.07254
8		Cracked Slab	39.47444 -105.07291
9		Easement access - assume this will be replaced once easement work is complete.	39.47430 -105.07299





Index	Photo	Description	Location
10		3 cracked slabs	39.47087 -105.07280
11		Multiple cracked slabs with plant growth	39.47086 -105.07283
12		Multiple cracked slabs with plant growth	39.47101 -105.07261
13		Cracked corner	39.47120 -105.07257





Index	Photo	Description	Location
14		Multiple cracked corners	39.47193 -105.07262
15		3 cracked slabs with plant growth	39.47245 -105.07258
16		Cracked and separated slabs with plant growth	39.47202 -105.07305
17		Cracked slabs with plant growth	39.47175 -105.07301

Index	Photo	Description	Location
18		Cracked slabs with plant growth	39.47179 -105.07301
19		Fine crack running through multiple slabs	39.47136 -105.07298
20		Broken slab	39.47127 -105.07298
21		Cracked slab with plant growth	39.47073 -105.07305

Index	Photo	Description	Location
22		Different concrete, cracked with plant growth	39.47071 -105.07304
23		3 cracked slabs	39.46956 -105.07462
24		2 cracked slabs	39.47009 -105.07511
25		Broken corner	39.47078 -105.07478

Index	Photo	Description	Location
26		<p>What's the plan with this? Rough surface</p>	<p>39.47866 -105.07954</p>
27		<p>Bad patch?</p>	<p>39.46488 -105.07346</p>
28		<p>Heavily cracked slabs, at end of current Chavez phase 3 - is this part of Chavez contract or do we need to add this?</p>	<p>39.46768 -105.07381</p>
29		<p>Fine crack through multiple slabs</p>	<p>39.47664 -105.07878</p>

Index	Photo	Description	Location
30		Fine crack through multiple slabs Vandalism	39.47782 -105.07906
31		Large cracked slab	39.47820 -105.07939
32		2 cracked slabs	39.48225 -105.07574
33		2 cracked slabs	39.48230 -105.07599

Index	Photo	Description	Location
34		Uneven pavement	39.48393 -105.07946
35		<p>3 cracked slabs This is the area the HOA wants district to take over. Wonder if we are already fixing concrete if we should just go ahead and fix this?</p>	39.47427 -105.07558
36		<p>+3 cracked slabs This is the area the HOA wants district to take over. Wonder if we are already fixing concrete if we should just go ahead and fix this?</p>	39.47433 -105.07568
37		<p>This is the area the HOA wants district to take over. Wonder if we are already fixing concrete if we should just go ahead and fix this?</p>	39.47393 -105.07590

Index	Photo	Description	Location
38	 A photograph of a concrete sidewalk. One section of the sidewalk is uneven and has a large area of spalling, where the top layer of concrete has broken away, revealing the aggregate underneath. The surrounding area is grass.	Uneven surface, spalling slab	39.47880 -105.07787
39	 A photograph of a concrete sidewalk with a prominent, jagged crack running across the width of the slab. The surrounding area is grass.	Cracked slab	39.48187 -105.07989
40	 A photograph of a concrete sidewalk with a prominent, jagged crack running across the width of the slab. The surrounding area is grass.	Cracked slab	39.48324 -105.07943
41	 A photograph of a concrete sidewalk with a prominent, jagged crack running across the width of the slab. The surrounding area is grass.	Cracked slab	39.48249 -105.07930

Index	Photo	Description	Location
42		Cracked slabs	39.48234 -105.07922
43		Broken & uneven slabs	39.48214 -105.08235
44		Multiple finely cracked slabs	39.48344 -105.07989
45		Spalling slab	39.48463 -105.08111

Index	Photo	Description	Location
46		Cracked slab	39.48494 -105.08154
47		Uneven, broken, spalling slabs	39.48600 -105.08262
48		Cracked slab	39.48615 -105.07829
49		3 cracked slabs	39.48450 -105.07986

Index	Photo	Description	Location
50		2 cracked slabs	39.48497 -105.07950
51		Multiple cracked slabs	39.48604 -105.07839
52		Cracked & uneven slabs	39.48605 -105.07836

Approx total 117 “slabs”
Plus 3-4 edge grindings

Notes: Sidewalk inside water main easement area could not be surveyed. If it is returned to the same condition it was in prior to the work, there may be additional concrete damaged concrete in that area.



INVOICE

Mission Communications, LLC

3170 Repts Miller Rd
 Suite 190
 Norcross, GA 30071-5403
 Phone: 678-969-0021
 Fax: 678-969-0541

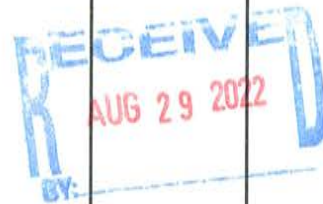
Invoice Date
8/18/2022
 Invoice Number
1068174

Bill To

Roxborough Village Metropolitan District,
 Attn: Scott Barnett P.E.
 188 Inverness Drive West, Suite 150
 Englewood, CO 80112

Ship To

CUSTOMER PO		END USER			SHIPPING METHOD		DUE DATE	
Annual Service		Roxborough Village Metropolita					9/17/2022	
S.O. No.		SALES REP ID	TERRITORY	SHIP DATE		PAYMENT TERMS		
		CS W		8/18/2022		Net 30		
QTY	Item	Description	Serial No.	Unit Name	Svc. Start	Svc. End	Unit Price	Extension
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	17MIS21941	Roxborough Village	3/1/2022	2/28/2023	359.40	359.40

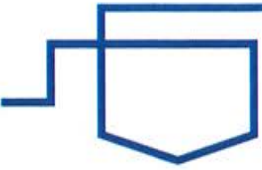


Please make checks payable to Mission Communications, LLC

For your convenience Mission accepts credit cards. Card payments less than \$3,000 received within (7) days of the invoice date may avoid the 3% credit card processing fee.

If you have any questions concerning this invoice please contact our Accounts Receivable team, 877-993-1911 option 5, ar@123mc.com

Subtotal	USD 359.40
Sales Tax (0.0%)	USD 0.00
Payment Received	USD 0.00
Balance Due	USD 359.40



APRIL 6, 2022

Re: Bank information for:

MISSION COMMUNICATIONS, LLC
3170 REPS MILLER RD STE 190
NORCROSS GA 30071-5403

This memo is to confirm the following accounts for MISSION COMMUNICATIONS, LLC with U.S. Bank is open and active:

SWIFT Code	USBKUS44IMT
ABA. Routing Number	042000013
Account Type	CHECKING
Account Number	1-301-2888-7051
Account Name	MISSION COMMUNICATIONS, LLC
DEPOSIT ACCOUNT	

If you have any questions, please contact US Bank Commercial Customer Service at 800-377-3053.

Sincerely,



Service Banker
U.S. Bank Commercial Customer Service



IMPORTANT SERVICE PRICING INFORMATION

June 1, 2021

To: Mission Communications Customers
Attention: Purchasing Dept.

In these unprecedented times, labor rates are increasing at extraordinary rates. We have been subject to numerous increases and extended component lead times. We have added features to our newest remote terminal units (RTUs) to make them more efficient for us to support. We have increased our inventory positions to ensure outstanding on-time delivery and maintain our commitment to the operations of your business.

The service fees for legacy RTUs (M110, M800, and Manhole Monitor RTUs) will be increased by \$1.00, \$1.50, and \$0.50 respectively per month effective January 1, 2022. Also, beginning June 1, 2021 we will only renew legacy RTUs for 12 month periods (no multi-year discounts).

The service fees for the MyDro 150, MyDro 850, and Manhole Monitor Plus will not change.

SERVICE PRICING			
RTU	Previous Yearly Price	New Yearly Price (Effective 1/1/2022)	Difference Per Month
M110	\$347.40	\$359.40	\$1.00
MyDro 150	\$347.40	\$347.40	NONE
M800	\$563.40	\$581.40	\$1.50
MyDro 850	\$563.40	\$563.40	NONE
Manhole Monitor	\$227.40	\$233.40	\$0.50
Manhole Monitor +	\$227.40	\$227.40	NONE
MyDro 150 is an upgrade from M110 with similar functionality. MyDro 850 is an upgrade from M800 with similar functionality. Manhole Monitor + is an upgrade from Manhole Monitor with similar functionality.			

This is our first service price increase since the company was founded more than 20 years ago. We have done our best to minimize this to help make your budgeting efforts easier.

You should know that we are running a special promotion throughout all of 2021 for upgrades to our newest RTUs. We have documents that detail the myriad reasons why an upgrade to [MyDro](#) or [Manhole Monitor Plus](#) is easily justified to increased efficiency for your staff. Simply send an email to sales@123mc.com for more information.

We urge you to take advantage of our upgrade opportunity immediately so that devices can be installed prior to the onset of winter weather and prior to the carrier sunsets.

We look forward to continuing to serve you.

Best Regards,
Mission Communications, LLC

*ATT has announced their 3G GSM cellular radio network will be retired 2/22/2022. Verizon has announced their 2G/3G CDMA cellular radio network will be retired by 12/31/22.



Why Our Newer RTUs Save You Time and Money

Our newer MyDro Remote Terminal Units and newly released Manhole Monitor Plus are significantly more efficient for both of us.

Firmware Over-the-Air (OTA) Upgrades
Firmware upgrades are provided from time-to-time for feature enhancements, performance improvements, and cellular carrier requirements*. Firmware upgrades for legacy RTUs require us to procure and ship an electronic chip and logistics to get the chip to you. Once received a truck-roll is required by your staff.

Advanced Electronics
Newer RTUs have state-of-the-art IO and power features which make installation simpler and more fool proof, saving us both time as a result of reduced call-backs and installation complications.

Advanced Radio
Newer RTUs include our RMDT1 radio which features an embedded multi-carrier SIM as well as a slot for a removable SIM. The multi-carrier SIM allows the RTU to access AT&T, T-Mobile and Verizon cellular networks with no effort on either parties' part. When connectivity problems arise with a specific carrier the legacy RTUs require us to ship you a different SIM for each carrier, and you to dispatch a truck roll for installation. So not only does this feature saves both of us time, but it makes the overall performance more reliable.

Proposal for Extra Work at ROXBOROUGH VILLAGE METRO D

Property Name	ROXBOROUGH VILLAGE METRO D	Contact	Anna Jones
Property Address	Village Cr. and Rampart Range Littleton, CO 80112	To Billing Address	Clifton Larson Allen LLP 8390 E Crescent Pkwy Ste 300 GREENWOOD VILLAGE, CO 80111
Project Name	Boulder Adjustments		
Project Description	Move, Readjust, and Rebury Boulders at Community Park		

Scope of Work

QTY	UoM/Size	Material/Description
1.00	LUMP SUM	Rebury roughly 100 Boulders to be 30% buried and about 4.5' off the path (15 mins per boulder)
1.00	LUMP SUM	Strategically move Boulders to corners of Parking Lot

For internal use only

SO# 7907138
JOB# 400407399
Service Line 130

Total Price \$2,455.00

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President
 2333 W Oxford Ave, Sheridan, CO 80110-4340 ph. (303) 761-9262 fax (303) 761-9023

TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.
2. **Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. **License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
4. **Taxes:** Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.
5. **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. **Liability:** Contractor shall indemnify the Customer and its agents and employees from and against any third-party liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from Acts of God defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.
7. **Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
8. **Additional Services:** Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
9. **Access to Jobsite:** Customer shall provide all utilities to perform the work. Customer shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the Customer makes the site available for performance of the work.
10. **Payment Terms:** Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project unless otherwise, agreed to in writing.
11. **Termination:** This Work Order may be terminated by the either party with or without cause, upon seven (7) workdays advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in demobilizing.
12. **Assignment:** The Customer and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Customer nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
13. **Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer involved.

14. **Cancellation:** Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Customer will be liable for a minimum travel charge of \$150.00 and billed to Customer.

The following sections shall apply where Contractor provides Customer with tree care services:

15. **Tree & Stump Removal:** Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Customer. Defined backfill and landscape material may be specified. Customer shall be responsible for contacting Underground Service Alert to locate underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Customer's expense.
16. **Waiver of Liability:** Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (international Society of Arboricultural) standards will require a signed waiver of liability.

Acceptance of this Contract

By executing this document, Customer agrees to the formation of a binding contract and to the terms and conditions set forth herein. Customer represents that Contractor is authorized to perform the work stated on the face of this Contract. If payment has not been received by Contractor per payment terms hereunder, Contractor shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Customer. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 15 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

Customer

Property Manager

Signature _____ Title _____

Anna Jones **September 12, 2022**

Printed Name _____ Date _____

BrightView Landscape Services, Inc. "Contractor"

Account Manager

Signature _____ Title _____

Dennis Bedford **September 12, 2022**

Printed Name _____ Date _____

Job #: 400407399

SO #: 7907138 **Proposed Price: \$2,455.00**

GREENHOUSE ASSEMBLY AGREEMENT

This Greenhouse Assembly Agreement (“*Agreement*”) is entered into by and between Roxborough Village Metropolitan District, a political subdivision of the State of Colorado (“*RVMD*”), and ACME FIX-IT LLC, a Colorado Limited Liability Company (“*Contractor*”). RVMD and Contractor are referred to collectively as the "*Parties*" or individually as a "*Party*".

I. Recitals

WHEREAS, RVMD has purchased a greenhouse that is more specifically described in Contractor’s Estimate #28, dated September 6, 2022 (“*Estimate*”), a copy of which is attached;

WHEREAS, RVMD wishes the hire Contractor to: a) pick-up the greenhouse components at the vendor’s warehouse; b) transport them to the assembly site at 7370 Village Circle E, Littleton, Colorado; and, c) assemble the greenhouse on the site, including purchasing the additional hardware identified in the Estimate (collectively, the "*Project*"); and,

WHEREAS, Contractor has represented to RVMD that it has the skill and experience to perform the Project.

NOW THEREFORE, for the mutual promises and consideration set forth herein and in the Estimate, the Parties agree as follows.

II. Agreement

1. RVMD hires Contractor to perform the Project on the terms and conditions set forth in this Agreement. In exchange for Contractor’s satisfactory transport and assembly of the Greenhouse, RVMD will pay Contractor \$4,935.00. In addition, the Parties expressly agree:

a. Under no circumstances will Contractor be entitled to compensation in excess of that stated in the Estimate without RVMD's prior written agreement;

b. Late fees, penalties and interest will not be charged against any disputed amount RVMD does not pay by the date owed; any undisputed amount RVMD does not pay by the date owed will accrue interest (but no late fee or penalty) at the rate of 8% per annum from the date owed through the date paid in full;

c. RVMD will not indemnify, defend or hold harmless Contractor for any claim, demand, liability or damages arising from or relating to Contractor's performance of the Project, this Agreement or the Estimate. Any limit on Contractor's liability is null and void; and,

d. Contractor hereby provides a one (1) year warranty on the workmanship in assembling the greenhouse, commencing on the date RVMD inspects and accepts the installed structure.

2. Notice shall be in writing and hand delivered or sent by certified/registered mail, return receipt requested to the address on the signature page, or at another address previously furnished in writing to the other Party pursuant to this paragraph. A Notice sent by certified/registered mail is deemed given when deposited in the mail.

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

4. If there is a direct or indirect conflict between the terms and conditions in the Estimate and the terms and conditions in this Agreement, the terms and conditions in this Agreement shall control.

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

Contractor certifies that [REDACTED] (Must be inserted by Contractor) is Contractor's correct Federal Taxpayer Identification Number. By signing this Agreement, Contractor certifies that it assumes full responsibility for the payment of all contributions, payroll taxes, income taxes, withholdings and backup withholdings or assessments under federal, State and local law. RVMD will only provide Contractor with, and will file, an IRS Form 1099 in compliance with federal, State and local law.

6. If Contractor's performance of the Project will extend beyond the current calendar year, RVMD's financial obligations under this Agreement and the Estimate are subject to annual appropriation by RVMD's Board of Directors. If the Board does not appropriate funds for a subsequent calendar year, this Agreement and the Estimate shall automatically terminate with no further obligation whatsoever to RVMD.

7. By signing this Agreement, Contractor certifies that it will fully comply with all local, State, and federal laws, rules, regulations, ordinances, and orders. Contractor further certifies that it will obtain all licenses and insurance policies necessary to perform the Project, and will furnish satisfactory evidence of such insurance and licenses prior to commencing the Project.

8. Colorado law governs this Agreement. This Agreement is the entire agreement between the Parties and there are no oral or collateral agreements or understandings. Jurisdiction and venue lie exclusively in a court of competent jurisdiction in Douglas County. This Agreement may only be amended by a document signed by the Parties. If any provision is held invalid or unenforceable, all other provisions shall continue in full force and effect. Waiver of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach of this Agreement. This Agreement is not assignable. This Agreement is not intended to, and shall not, confer rights on any person or entity not named as a party to this Agreement. In any dispute arising from or relating to this Agreement or the Project, the prevailing Party shall be awarded its reasonable attorney's fees, costs and expenses, including any attorneys' fees, costs and expenses incurred in collecting upon any judgment, order or award. This Agreement may be executed in counterparts and by facsimile or electronic pdf, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Agreement is executed by the Parties.

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

ACME FIX-IT LLC

By: _____
Matthew Hart, President Date
Address: 141 Union Boulevard, Suite 150
Lakewood, CO 80228-1898

By: _____
Jeff Walker, Manager Date
Address: 1585 Gumwood Drive
Colorado Springs, CO 80906

ACME FIX-IT, LLC

Jeff Walker
 1585 Gumwood Drive
 Colorado Springs, CO 80906
 719-660-0307

Estimate

Date	Estimate #
9/6/2021	28

Name / Address
Roxborough Intermediate School Ephram Glass 7370 Village Cir E Littleton, CO 80125

Description	Qty	Rate	Total
Job location: Roxborough Intermediate School 7370 Village Cir E Littleton, CO 80125			
Assembly: HOKLARHERM Riga XL 9 Greenhouse - 16mm triple-wall polycarbonate panels, 14' x 29' nominal size, 8 large 37.5" x 39.5" roof vents with automatic openers	9	500.00	4,500.00
Install: XL 9 Single Top Shelf XL 9 Single Bottom Shelf Roof Window Sash-Locks Mistng System Roof Window Restraints	5	60.00	300.00
Additional hardware required for assembly/installation: 3/8" x 5" concrete wedge anchor bolts Protecto-wrap base frame barrier		135.00	135.00
*****Special note: The customer is responsible for the disposal of trash, from shipping, after assembly. Acme Fix-It will not be hauling away any debris or trash from the job site.			
Total			\$4,935.00

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
REQUEST FOR PROPOSALS
FOR DISTRICT SNOW REMOVAL SERVICES**

The Roxborough Village Metropolitan District (District) 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 the District and are separately funded entities, though their residents do use the schools, commercial areas, and recreation facilities located within the District. With close proximity to two state parks, the regional High Line Canal trail, Waterton Canyon, and the Rocky Mountains, the District is known for its community, nature, and wildlife.

The District was formed in 1985. The District is a Title 32 Special District, and a political subdivision of the State of Colorado, 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 the District. 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 SNOW REMOVAL SERVICES REQUESTED TO BE PERFORMED FOR THE DISTRICT:

I. SCOPE OF SERVICES:

- A. **Snow Removal Services:** The Provider shall provide the Snow Removal Services on sidewalks and pedestrian entryways and exits within the District as shown on Exhibit A attached hereto. The services to be provided by the Contractor within the Snow Removal Areas are described herein, and in Exhibit B attached.

1. **Timing and Extent of Services:** The District’s intention is to facilitate the use of sidewalks to access schools, as reflected in the designation of Priority 1 and Priority 2 walkways as shown on Exhibit A. The Provider shall exercise its best efforts to remove snow from school access sidewalks prior to 8:00 a.m. on school days. The Provider will perform snow removal on Priority 1 and Priority 2 walkways as shown on Exhibit A. When two-thirds of the snow removal budget for District for each year is expended, snow removal for the remainder of the current budget year will be limited to Priority 1 walkways, unless otherwise directed by the Board of Directors on a case-by-case basis. The Provider shall exercise its judgment to determine the extent to which it provides Snow Removal Services, based on snow accumulation of two (2) inches or more, or due to icy or other related conditions.
 2. b) **Rates.** Snow Removal Services shall be performed on a time and material basis, at the rates set forth in Exhibit B and Exhibit C (the “Snow Removal Rates”). The rates specified in Exhibit B and Exhibit C include the equipment and labor to operate such equipment on a per hour basis. The Contractor and the District agree that the Snow Removal Rates do not include state sales tax and that the District is exempt from payment of state sales tax. **Ice Melting Chemicals:** The Provider shall exercise its judgment regarding the application of ice melting chemicals. The District acknowledges that ice melting chemicals may cause damage to plants and turf and that the Provider assumes no liability for any damage which results from the proper application of such ice melting chemicals.
 3. **Damage to Snow Removal Areas:** Except for extraordinary snowfalls, any repair or replacement of damaged vegetation or landscape improvements resulting from Provider’s Snow Removal Services shall be at the expense of the Provider.
 - 4.
- B. **Services Performed Under Work Orders:** The terms of this Agreement shall apply to any services or work performed by the Provider pursuant to a Work Order approved by the District (the “Work Order”). Snow Removal Services and services performed pursuant to any Work Order may be collectively referred to herein as the Services.

II. **TERM:** The District will expect the selected Provider to enter into an agreement with a term of _____

SPECIAL SERVICES: From time to time the District may request that the Provider provide Special Services not included within the scope of the Snow Removal Services. Prior to providing any Special Services, the Provider will obtain approval from District. Special Services shall be provided in accordance with the rates and charges listed in Exhibits B and C, pursuant to an approved Work Order.

III. **GENERAL PROVISIONS:**

- A. **Attendance at Board Meetings and Reports to District Manager:** Attendance at Board meetings by the Provider is mandatory during the term of the Provider's services. A summary report of all activities for the prior month shall be submitted to the District Manager by a time specified and, in a format, to be provided by the District. Any proposed agenda items that Provider shall deem appropriate or necessary for inclusion for the upcoming District meeting shall also be submitted to the District Manager by a time specified.
- B. **Provider's Duties:** The Provider will render the services as follows:
1. **Professional Standards:** The Services will be performed by the Provider in accordance with the generally accepted standards of care, skill, diligence and professional competence applicable to Providers engaged in providing similar services at the time and place that the services are rendered. Except as otherwise set forth herein, the Provider shall be responsible to repair, at its cost, any damage caused by its employees, agents, or subcontractors while performing the services.
 2. **Performance During Term:** The Provider will commence performing the Snow Removal as specified on the first day of the term and will thereafter continually and diligently perform such services as specified.
 3. **Compliance with the Applicable Law:** The Provider 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 Provider, including but not limited to employee safety (collectively "Applicable Law").
 4. **Personnel:** The Provider represents that all of its personnel who will perform any services have received the information, instructions, and training required to provide such services, including training to prevent harm to such personnel, residents, and members of the public who may be in the vicinity.
 5. **Licenses:** The Provider and all of its employees performing tasks that require licensing are licensed to the extent required by all Applicable Law and will, at Provider's cost, maintain such licensing throughout the term. Such licenses include any requirements set forth by the State of Colorado and the Environmental Protection Agency.
 6. **Mechanics' and Materialmen's Liens; Verified Statement of Claim:** The Provider shall make timely payments to Provider's employees, subcontractors, vendors and/or suppliers. As a political subdivision of the State, the District's property is not subject to liens; however, property the District manages may be subject to certain liens, and the Provider shall be responsible for satisfaction of any liens and encumbrances which are filed or asserted against the District and/or such property that result from the services performed by the Provider. In addition, the Provider shall promptly resolve any verified statement of claim filed with the District by a subcontractor, vendor or supplier claiming Provider has failed to pay amounts due for services or materials provided to the Provider in the performance of its services.

7. Damage to Landscape Improvements: The Provider shall provide protection to any material, trees, shrubs, fences, or other landscape improvements that may be subject to repetitive contact with snow removal equipment. At all times the Provider shall be alert for damages to any landscape improvements, including but not limited to plant stock, turf, ground cover, benches, trash receptacles, play equipment, shelters, and irrigation equipment (“Landscape Improvements”) regardless of cause. When such damage is identified, the Provider shall immediately notify the District Manager. Any Landscape Improvements damaged by Provider’s operations shall be repaired or replaced at the expense of the Provider.
8. Operation of Motorized Vehicles or Equipment: The operation of vendor and Provider service vehicles and equipment on or through parks and open space owned or maintained by the District is prohibited except for the following: vehicles or equipment that is required for services to be performed on non-paved areas of parks or open space, such as snow removal equipment required in order to complete snow removal operations. All other vehicles and equipment operated shall be permitted to operate only on paved areas unless the Provider or vendor has obtained an access permit from the District.
9. Hours of Operation – Power Equipment. Snow plowing services may be performed as necessary.

IV. TERMS OF PAYMENT:

- A. Request for Payment: During the term of its services to the District, the Provider 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:
 - Snow Removal 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
 - Work Orders recommended to be performed in the future and reason for performance
 - If taken, payment requests for Work Orders performed and supporting documentation
 - Maintenance inspection report discussing (but not limited to) the following:
 - Safety conditions
 - Appearance
 - Follow up items for the following month

- 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 Board of Directors Meeting.

- B. **Special Services.** If the Provider is directed to perform any “Special Services the Provider 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 Provider 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. Provider’s invoices shall not include any sums for such taxes.
- C. **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.

V. INDEMNITIES AND WAIVERS; CONFIDENTIALITY:

- A. **Indemnities as to Performance:** The Provider will Indemnify and Defend the District and its directors, officers, employees and agents (collectively, the “District Parties” against all claims, damages and liability arising out of any intentional, reckless, grossly negligent, or negligent act or omission by the Provider or its employees, subcontractors, agents or any other individual or entity that provides services or materials on behalf of the Provider (collectively, the “Provider Party(ies), which arise from or in connection with Provider’s performance of the services, or from the violation of or failure of any Provider Party to comply with any Applicable Law.
- B. **Repair Indemnities as to Property Damage:** Provider shall be responsible for prompt repair and any indemnification related thereto or any damage to District property caused by Provider or a Provider Party. Labor and materials for the repair or replacement of said damages shall be provided and borne by Provider.
- C. **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.

VI. PROVIDER’S INSURANCE:

- A. **Coverages:** The Provider will, at its sole cost and expense, maintain in effect at all times during the term and as otherwise required hereunder, the following insurance coverages with limits of not less than those set forth below. Provider 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 the agreement between the parties.

<u>Employee Insurance: Coverage</u>	<u>Minimum Amounts and Limits</u>
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.

1. Liability Insurance:

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

This policy will contain

- a) an endorsement including the District Parties as "additional insureds",
- b) cross-liability and severability of interest endorsements,
- c) a waiver of subrogation in favor of the District Parties, and
- d) an aggregate per location endorsement.

2. 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 Provider Parties and contain

- a) an endorsement including the District Parties as "additional insureds",
- b) cross-liability and severability of interest endorsements,
- c) a waiver of subrogation in favor of the District Parties, and
- d) an aggregate per location endorsement.

3. 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 liability and vehicle insurance coverages described above and contain

- a) an endorsement including the District Parties as additional insureds,
- b) a waiver of subrogation in favor of the District Parties, and
- c) an aggregate per location endorsement.

B. **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 canceled, non-renewed or materially modified without 30 days prior written notice by insurance carrier(s) to the District Manager.

C. **Evidence of Coverage:** Evidence of the insurance coverage required to be maintained by the Provider 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 Provider will provide to the District Manager a certified copy of any or all insurance policies or endorsements required by this Agreement. The Provider 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 Provider is required to carry.

VII. PROPOSAL SUBMITTAL INSTRUCTIONS:

- A. Responding firms shall submit one (1) electronic copy of their response via email to Mathew Hart, Roxborough Village Metropolitan District, Board President at MathewHart@roxboroughmetrodistrict.org.
- B. Proposals MUST be received by no later than 4:30 p.m. (MST) on _____, 2022 ("Submission Deadline"). It is the responsibility of the submitting firm to ensure the proposal is received by the District by the Response Deadline. Responses submitted in person, or by email, telephone or facsimile will not be accepted, and any response received after the Submission Deadline will not be considered.
- C. Firms responding to this RFP do so solely at their own expense.
- D. All responses and all supporting documentation shall become the property of the District and will constitute a public record, unless at the time of submitting a response, a firm specifically identifies the portion(s) of the response that contains proprietary information or trade secrets, which portion(s) shall be segregated from the other portions of the response, so as to allow disclosure of the non-confidential portion(s) of the response in accordance with Applicable Law.

- E. The selected Provider will be required to enter into a mutually acceptable agreement within 15 calendar days of being selected. If the parties are unable to achieve and sign a mutually acceptable agreement within that time, the District has the right to reject the selected Provider and may enter into negotiations with any other firm that submitted a response, or it may issue a new RFP or terminate the process. The District is the right to terminate this RFP process at any time in its sole discretion**
- F. Responders are encouraged to be creative in their proposed approach and manner or style of management.**
- G. Responses to this RFP shall, at a minimum, include the following:**
- 1. Describe in detail how the firm would provide the services outlined in this RFP.**
 - 2. A cover letter including a statement of understanding of the services being requested and any other information that would assist the District in making a selection;**
 - 3. An organizational overview of the firm including years in existence and experience in providing snow removal services for Metropolitan Districts or other large governmental entities or organizations;**
 - 4. Identification of the member(s) of the team who will be primary contacts for services to the District, relevant experience and qualifications and primary role(s), along with their primary location;**
 - 5. At least three client references, preferably from Metropolitan Districts or other large governmental entities or organizations;**
 - 6. Disclosure of any potential conflict of interest by individuals with the District;**
 - and**
 - 7. Timing of ability to begin work**

Cost Proposal: complete the attached Exhibit C and B and include it with your response, along any other rates not shown. Also provide any out-of-pocket expenses that you may require to be reimbursed by the District.

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**

Roxborough Village Metropolitan District SNOW REMOVAL EXHIBIT A

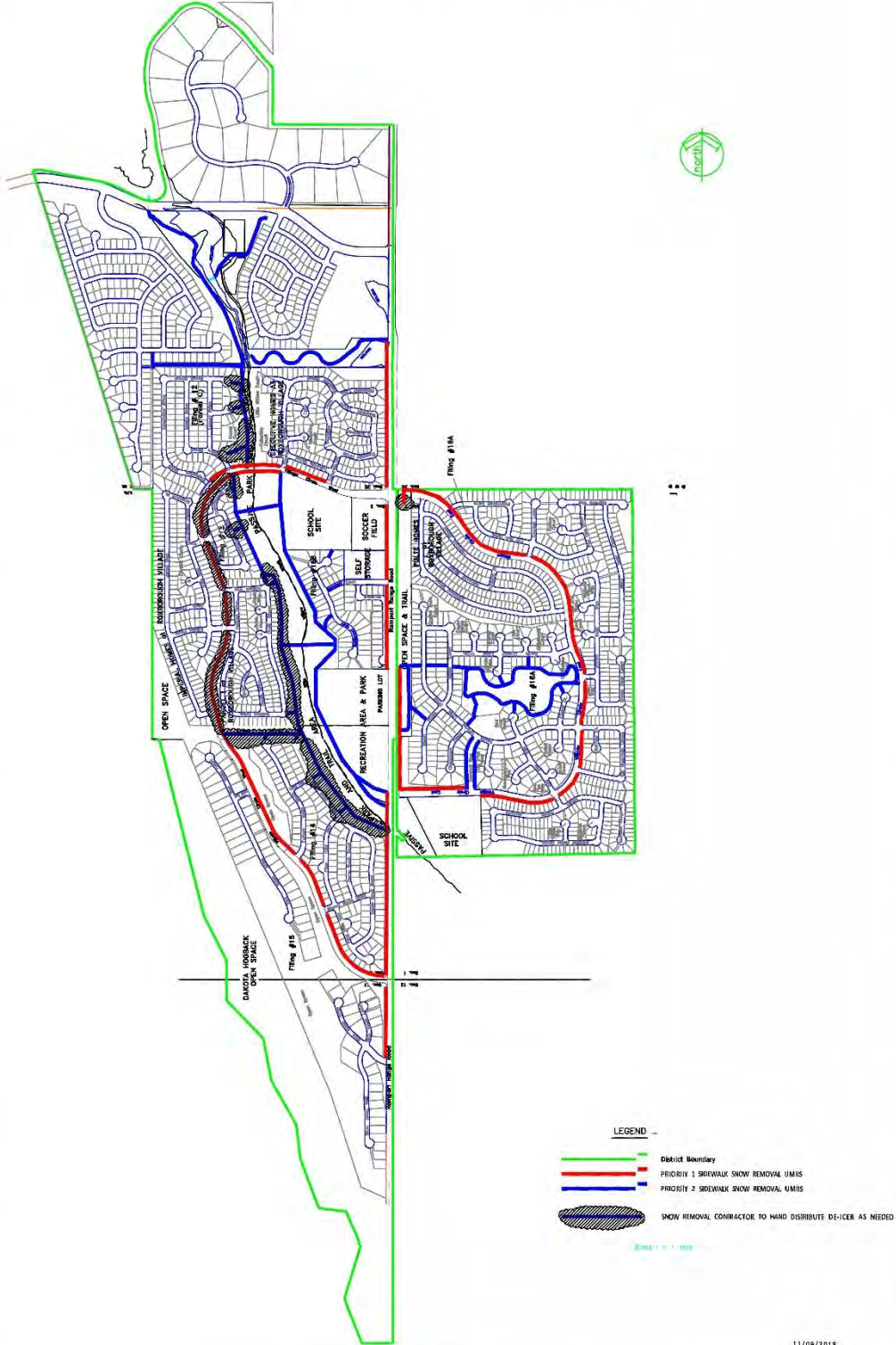


EXHIBIT B

SNOW REMOVAL RATES

Service or Equipment Item	Billing Unit (Per Hour, Application, Quantity, Size)	Non-holiday Weekday Rate (includes weekends)	Holiday Rate**
4x4 Pick-Up with 7.5 Foot Plow			
Stake body with Plow			
Tandem with Plow			
Dump Truck – (size)			
Sand Truck			
Backhoe			
Loader			
ATV/Tool Cat with blade			
Skid Steer with Pusher/plow			
Skid Steer with Bucket			
Front End Loader (any minimum)			
Front End Loader with Pusher/Box (any minimum)			
Snow Blower			
Supervisor			
Laborer/Shoveling			
Ice Slicer			
Ice Melt			
Liquid Magnesium			
Standby Rate, Ice Watch Rate			
Obstacle Identification Service			
Identify Any other Service or Equipment not Listed			

**Holiday rate is applicable on the following days:

Please note any other any other charges, minimums or costs for listed services

EXHIBIT C

EMERGENCY SNOW REMOVAL RATES

For use in extreme snow/blizzard events, of 12 inches or greater accumulation in one 24-hour period.

Service or Equipment Item	Billing Unit (Per Hour, Application, Quantity, Size)	Non-holiday Weekday Rate (includes weekends)	Holiday Rate**
Mobilization time, portal to portal			
Fueling Heavy Equipment			
4x4 Pick-Up with 7.5 Foot Plow			
Tandem with Plow			
Dump Truck – (size)			
Sand Truck			
Backhoe			
Loader			
ATV/Tool Cat with blade			
Skid Steer with Pusher/plow			
Skid Steer with Bucket			
Front End Loader (any minimum)			
Front End Loader with Pusher/Box (any minimum)			
Snow Blower			
Supervisor			
Laborer/Shoveling			
Ice Slicer			
Ice Melt			
Liquid Magnesium			
Standby Rate, Ice Watch Rate			
Obstacle Identification Service			
Identify Any other Service or Equipment not Listed			

**Holiday rate is applicable on the following days:

Please note any other any other charges, minimums or costs for listed services

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
REQUEST FOR PROPOSALS
FOR DISTRICT LANDSCAPE MAINTENANCE SERVICES**

The Roxborough Village Metropolitan District (District) 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 the District and are separately funded entities, though their residents do use the schools, commercial areas, and recreation facilities located within the District. With close proximity to two state parks, the regional High Line Canal trail, Waterton Canyon, and the Rocky Mountains, the District is known for its community, nature, and wildlife.

The District was formed in 1985. The District is a Title 32 Special District, and a political subdivision of the State of Colorado, 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 the District. 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 LANDSCAPE MAINTENANCE SERVICES REQUESTED TO BE PERFORMED FOR THE DISTRICT:

1. SCOPE OF SERVICES:

- 1.1. **Landscape Maintenance:** Provide for the maintenance, care and repair of certain landscaped areas within the District as shown on Exhibit A, and described on Exhibit B. The maintenance, care and repair services to be provided within the Property are described herein, and in Exhibit C reference as "Standard Landscape Services". Special landscape services ("Special Services") are described in Article 4.

2. TERM:

The District will expect the selected Provider to enter into an agreement with a term of _____.

3. **STANDARD LANDSCAPE SERVICES:**

The frequency and/or number of times per year that the Provider 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, and Exhibit F – Extra Work Rates.

- 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.
- 3.1.1. **Mowing of Irrigated Turf Areas:** Irrigated turf areas shall be mowed as necessary to maintain a turf height of approximately 2³/₄ - 3³/₄ 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, Provider shall maintain a four (4) 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. All clippings shall be collected and disposed of properly and/or blown from sidewalks in irrigated turf areas to maintain a well-groomed appearance.
- 3.1.2. **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.
- 3.1.3. **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 twice bi-weekly in irrigated turf areas and monthly in non-irrigated turf areas during mowing season. Should more frequent edging be required to maintain a well-groomed appearance, Provider shall provide a written proposal for such additional edging to the District Manager. All clippings shall be collected and disposed of properly and/or blown from sidewalks to maintain a well-groomed appearance.
- 3.1.4. **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. Both the first and third fertilization shall occur as specified under the aeration section with the second occurring at some midpoint between the first and third application.

- 3.1.5. Integrated Pest and Weed Management: If requested, the Provider shall assist the District to develop policies to apply the principles of Integrated Pest Management (IPM). This includes information on modifications and additions to the prevention strategy and schedule of regular cleaning and maintenance; regular monitoring to detect problems early; choosing the most effective options with the least risk to people and the environment; using biological methods that will result in long-term solutions; and minimizing the use of pesticides and insecticides. The Provider shall attempt to alert the District 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.
- 3.1.6. Weed Control: The Provider shall spray all irrigated turf with a broad-spectrum broadleaf herbicide three (3) times per season with follow-up spot application as required. Prior to such application, the Provider shall submit the proposed herbicide to the District for approval. Application of pre-emergent herbicide shall be completed before May 1 of each year; second and third applications of pre-emergent or application of post-emergent control of broadleaf weeds shall occur late June to first week of July and again late August to first week of September of each year. The Provider shall perform manual removal of weeds on a weekly basis as needed.
- 3.1.7. Aeration: The Provider shall aerate all irrigated turf areas to open the turf for fertilizer, air, and water two (2) times each year. The first aeration shall be completed before the first fertilization and shall be done within one (1) week of the irrigation system being turned on in the spring. The second aeration shall occur at a minimum, two (2) weeks prior to the irrigation system being shut down for the year. Irrigated turf areas will be watered thoroughly prior to aeration and fertilized immediately thereafter with an appropriate fertilizer. The Provider shall use only a closed coring tine. Prior to aeration, the Provider 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 Provider 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.
- 3.1.8. Leaf Removal: The Provider 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.
- 3.1.9. Unusual Conditions: Whenever the Provider observes any condition which Provider 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.

- 3.2.1. 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 not more than four inches (4"). All clippings shall be collected and disposed of properly and/or blown from sidewalks to maintain a well-groomed appearance.
- 3.2.2. 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 four inches (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. All clippings shall be collected and disposed of properly and/or blown from sidewalks to maintain a well-groomed appearance.
- 3.3. **Tree and Shrub Care.** The Provider 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 feet.
- 3.3.1. Pruning Trees, Conifer Trees. The Provider will not prune trees unless directed to do so by District. Any such pruning of trees or removal of any trees shall be a Special Service to be approved by the District Manager.
- Pruning Shrubs: The objective of shrub pruning is to promote healthy plants and a pleasing appearance and to remove any growth into sidewalk areas. Shrubs shall 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.
- 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.
- 3.3.2. 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. Provider shall immediately provide a quote to the District Manager to replace such plants.
- 3.4. 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.
- 3.5. Mulch and Mulch Beds: Organic mulches, including wood and bark chips shall be utilized in non-turf flower bed areas.

- 3.5.1. 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. Provider shall immediately notify District of any protective rings that are missing, damaged or present a potential safety hazard and shall be corrected as approved by the District Manager and billed on a time and materials basis.
- 3.5.2. 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, and annual and perennial beds. This service shall be provided at the direction of the District Manager and billed on a time and materials basis.
- 3.5.3. Maintenance: All mulched areas shall be edged or re-edged prior to application of mulch to provide natural containment.
- 3.6. **Ground Cover, Flower Beds and Rock Beds**: The appearance and health of ground cover shall be maintained by adhering to the following practices:
 - 3.6.1. Weed Control: Weeds shall be controlled by use of a pre-emergent herbicide or selective systemic herbicide monthly. The manufacturer and formulation of herbicides will be coordinated with the District before use. Ground cover and flower beds shall be hand weeded weekly. Weeds shall be hoed as little as possible to minimize damage to plant root systems.
 - 3.6.2. Mow Strips: Hand weed four (4) times per season, and spray Round-up herbicide two (2) times per season.
- 3.7. Flower Care: Pinch back dead blooms as required and hand weed weekly or as needed to maintain beds in a weed-free condition.
- 3.8. 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 bordering adjacent residential properties.
 - 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.
 - 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.

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

The Contract price includes all twenty (20) hours of weekly maintenance services. Provider agrees that the irrigation hours provided by Provider, up to eighty (80) hours per month, will be applied by Provider 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, Provider will credit the District any remaining hours on the next and subsequent work orders submitted for irrigation services. Provider 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 Provider's expense. Provider shall maintain all appropriate keys, locks, system log-ins and passwords, and any other security, access procedures, measures, or devices and ensure that copies and information concerning all such procedures, measures, and devices are provided to the District with all appropriate updates, changes, or alterations.

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

- 3.9.1. **Activation of Irrigation System:** Each spring, on a date to be determined by the Provider in consultation with the Board and notice thereto, the irrigation system shall be activated. Provider shall immediately notify the District of any system damages which have resulted from improper shutdown the previous fall. Any such damages the result of the current Provider's actions shall be repaired immediately at the expense of the Provider. Any such damage the result of a prior Provider's improper shutdown or system damages caused by other than system shutdown will be brought to the immediate attention of the District with details of such cause and/or extent of such damages with an itemized estimate for any such repair. Any repair or initiation of such work will require prior Board approval. The Provider shall at all times exercise its best efforts to operate the irrigation system in a manner that protects all components and equipment of such system and to conserve water resources. The District may direct specific days, times, and amounts of any such water schedules that the Provider shall ensure is adhere to.
- 3.9.2. **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.

- 3.9.3. Sprinkler Heads: Plugged sprinkler heads shall be cleaned and pattern adjustments made as necessary to ensure that water is being distributed to only the intended vegetative areas.
- 3.9.4. Sprinkler Clock Timing: The Provider shall set the sprinkler clock timing computer program to the specific days, times and amount schedule as directed and approved by the Board. Provider shall make timely recommendations of adjustments in the program schedule based on its observation of the need or effectiveness for any such area or zone. Any such adjustments throughout the watering season in order to adjust for precipitation and fluctuations in the evapotranspiration rate shall be performed only after notification and approval of the District. Provider shall insure
- 3.9.5. Drip Irrigation System: The Provider 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 Provider shall inspect for proper system operation and repair as necessary. Provider shall report any non-functional drip irrigation system component and submit recommendations and estimates on necessary repairs along with photos related to the same, for approval by the District.
- 3.9.6. System Repairs Other than those Identified at Activation of System. The Provider shall be responsible for repairs of all sprinkler system damage, which are the result of Provider's operations. The District shall be notified immediately of any such damage and shall undertake to immediately repair or correct such damage. Minor irrigation system repairs and adjustments such as nozzle replacement, head alignment, and clock adjustment shall be performed as part of the basic services and the District shall be billed for materials only with itemization of the part, location, and date of repair. The need for major irrigation system repairs which are not caused by the Provider 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.
- 3.9.7. Backflow Inspection: The Provider shall inspect and certify backflow prevention devices annually. The Provider shall file all certification forms as required and provide copies to the District Manager.
- 3.9.8. Winterization of Sprinkler Systems: When deemed appropriate by the Provider, and in consultation with the District, the sprinkler system shall be winterized. Winterization shall include voiding all lines of water using compressed air or other methods approved by the District. The Provider shall also perform other tasks as necessary to winterize controllers and other system components.
- 3.9.9. 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 Provider will be notified in writing by email of such a requirement. The District shall compensate the Provider for locate s, based on the rates set forth in Exhibit E - Labor Supervisor Rate. If a third party requests a locate, the Provider shall obtain approval from the District Manager before providing same.

j) Locates and Accuracy. If necessary, the Provider shall be responsible for contacting the local utility location services for underground line locations. The Provider 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 Provider does not have prior knowledge, or which have not been located by the utility location service.

- 3.9.10. **Pond Depth and Consumption Monitoring:** The Provider 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 Provider 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 Provider 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 Provider as soon as possible if additional water is to be purchased by the District or if modifications to the irrigation schedule are required.
- 3.9.11. **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 Provider and any concerns forwarded to the District Manager and District Engineer as soon as practicable. Provider shall provide and maintain an operating after-hours emergency contact system to report and irrigation issues, problems, or emergencies.
- 3.10. **Facilities Maintenance:** The following Standard Landscape Services shall be performed on the District's facilities during the period from January 1 through December 31 or as otherwise stated.
- 3.10.1. **Tennis Courts/Basketball Courts:** On a weekly basis, clean off animal waste and sweep or blow debris off courts. Inform District if there is need for new nets or striping. Provide a time and materials cost for washings that may be requested by the District. Report any damage or graffiti to the District Manager immediately.
- 3.10.2. **Volleyball Courts:** At the beginning of the active season (April), inspect the courts for low spots and appropriate depth, damaged or loose edging, and proper netting. Any additional material, if needed to maintain appropriate depths, shall be performed by a separate Work Order. On a weekly basis, rake smooth sand surfaces and remove any animal waste or debris. Inform District if there is a need for a new net. Report any damage or graffiti to the District Manager immediately.

- 3.10.3. 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. Report any damage or graffiti to the District Manager immediately.
- 3.10.4. Softball Field: For the period of April 1 through September 30, on a weekly basis, groom the dirt infield to provide a smooth even surface. At the first such grooming of the calendar year and then once each month thereafter through September 30. lay outfield foul ball lines, and refresh thereafter, extending from the edge of dirt infield into the outfield grass areas to the edge of each grass playing surface.
- 3.10.5. Bicycle Paths. Sweep or blow debris off bicycle paths, as needed.
- Dog Waste Dispenser Stations: Inspect dog waste dispenser stations on a twice weekly basis year around. Fill dispensers as needed, removing any debris, animal waste, and grass or weeds. Provider shall order and stock all materials for doggie bags at Provider's cost.
- 3.10.6. Playground Areas: Pick up trash and remove animal waste weekly. Rake materials to a 9" depth under swings, slides, or other structures weekly. Report the need for any additional material to maintain appropriate depths immediately to the District with an estimate for providing such. Any additional material application shall be performed after approval by the District and by a separate Work Order. Report any damage or graffiti to the District Manager immediately.
- 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.
- Sidewalks. Pick-up any trash, remove, sweep or blow debris off sidewalks within pavilion area weekly. Report any damage or graffiti to the District Manager immediately.
- 3.10.7. Gazebo - Community Park: Pick-up any trash, remove, sweep or blow debris off sidewalks within pavilion area weekly. Report any damage or graffiti to the District Manager immediately.
- 3.11. **Trash Pick-up**: Trash pick-up and removal shall be the responsibility of the Provider. All trash receptacles shall have an internal removable can and a plastic removal liner (trash bag). It shall be Provider's responsibility to ensure that these are in place. When a trash receptacle has a removable lid, it shall be Provider's responsibility to ensure that the lid is properly in place and secured with a locking cable. Provider shall order and stock all materials for trash bags at Provider's cost. The Provider shall pick up and remove trash from the site per the following seasonal schedule and pursuant to the following guidelines:

- 3.11.1. Summer (April 1 through October 15): Each week prior to mowing the Provider 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 pick-ups the last working day before and the first working day after the following holidays: Memorial Day, Labor Day, and Independence Day. Trash shall be disposed of as directed by the District. The Provider shall provide a fixed price per receptacle for additional trash pick-ups as required by the District Manager.
- 3.11.2. Winter (January 1 through March 31 and October 16 through December 31): During the winter months the Provider shall pick up trash on all Property on a weekly basis. Provider shall pick up all trash accumulated around courts, play areas, mulch beds, walks and paths, and pond perimeters.
- 3.11.3. Ponds: Trash pickup on the edge of the ponds should be considered part of the weekly duties of Provider and is included in the contract price. 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) with emphasis around storm drain outlets. This may require the use of small non-motorized watercraft. Trash and debris collecting within the irrigation pond shall be performed after approval by the District and by a separate Work Order. Provider shall provide fixed price for additional clean-ups as directed by the Board.
- 3.12. **Provider 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 Provider. The District Manager will designate the location(s) at which the Provider may obtain water.
- Damage to District Facilities or Property, Graffiti:** The Provider, throughout its normal activities, shall be observant for any damage to District Property and Facilities, including graffiti, vandalism, vehicular damage, removed, displaced, or damaged signs, benches, picnic tables, trash or waste containers, or the like and report such occurrences to the District to include, if practical, locations and pictures.
- 3.13. **Damage to Landscape Improvements:** The Provider shall provide protection to any material, trees, shrubs, fences, or other landscape improvements that may be subject to repetitive contact with maintenance equipment.

At all times the Provider 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 Provider shall immediately notify the District Manager of the condition and recommend corrective action.

Any Landscape Improvements damaged by Provider's operations shall be repaired or replaced at the expense of the Provider. 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.

Operation of Motorized Vehicles or Equipment: The operation of vendor and Provider service vehicles and equipment on or through parks and open space owned or maintained by the District is prohibited except for the following: vehicles or equipment that is required for services to be performed on non-paved areas of parks or open space such as mowing equipment, tree trimming, planting or mulching equipment, equipment required in order to complete repairs, all other vehicles and equipment operated shall be permitted to operate only on paved areas unless the Provider or vendor has obtained an access permit from the District.

3.14. **Winter Services:** During the winter months of January, February, March, October, November, and December, the Provider shall provide the following services:

3.14.1. **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 Provider 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.

3.14.2. **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.

Deep Root Watering: Four (4) times during non-irrigated season, 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 Provider and approved by the District Manager and billed on a time and materials basis.

4. SPECIAL SERVICES:

From time to time the District may request that the Provider provide Special Services not included within the scope of the Standard Landscape Services. Prior to providing any Special Services, the Provider 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.

5. GENERAL PROVISIONS:

- 5.1. **Attendance at Board Meetings and Reports to District Manager:** Attendance at Board meetings by the Provider is mandatory during the term of the Provider's services. A summary report of all activities for the prior month shall be submitted to the District Manager by a time specified and in a format to be provided by the District. Any proposed agenda items that Provider shall deem appropriate or necessary for inclusion for the upcoming District Meeting shall also be submitted to the District Manager by a time specified.
- 5.2. **Provider's Duties:** The Provider will render the Services as follows:
- 5.2.1. **Professional Standards:** The Services will be performed by the Provider in accordance with the generally accepted standards of care, skill, diligence, and professional competence applicable to Providers engaged in providing similar services at the time and place that the Services are rendered. Except as otherwise set forth herein, the Provider shall be responsible to repair, at its cost, any damage caused by its employees, agents, or sub-Providers while performing the Services.
- 5.2.2. **Quality Assurance:** The Provider shall provide a schedule of all maintenance related activities planned during the service period with notations of season requirements. The Provider 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 Provider may be authorized to spend an agreed upon maximum amount of money per incident without prior authorization. All larger repairs or maintenance items shall be brought to the attention of the District Manager for review and may require Board approval.
- 5.2.3. **Performance During Term:** The Provider will commence performing the Standard Landscape Services on the first day of the term and will thereafter continually and diligently perform the Standard Landscape Services and the Special Services requested by the District throughout the term of services.
- 5.2.4. **Compliance with the Applicable Law:** The Provider will, at its own expense, throughout the term of this Agreement, comply with all applicable 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 Provider, including but not limited to employee safety (collectively, "Applicable Law").
- 5.2.5. **Personnel:** The Provider represents that all of its personnel, who will perform any services, have received the information, instructions, and training required to provide such services including training to prevent harm to such personnel, residents, and members of the public who may be in the vicinity.

- 5.2.6. **Licenses:** The Provider and all of its employees performing tasks that require licensing are licensed to the extent required by all Applicable Law and will, at Provider's cost, maintain such licensing throughout the term of services. Such licenses include any requirements set forth by the State of Colorado and Environmental Protection Agency.
- 5.2.7. **Mechanics' and Materialmen's Liens; Verified Statement of Claim:** The Provider shall make timely payments to Provider's employees, subcontractors, vendors and/or suppliers. As a political subdivision of the State, the District's property is not subject to liens; however, property the District manages may be subject to certain liens, and the Provider shall be responsible for satisfaction of any liens and encumbrances filed or asserted against the District and/or such property ,which liens result from the services performed by the Provider. In addition, the Provider shall promptly resolve any verified statement of claim filed with the District by a subcontractor, vendor or supplier claiming Provider has failed to pay amounts due for services or materials provided to the Provider in the performance of its services.
- 5.3. **Hours of Operation – Power Equipment:** The Provider 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.

6. TERMS OF PAYMENT:

- 6.1. **Contract Amount:** All labor, equipment and material necessary to perform the Standard Landscape Services for the District's fiscal year shall be provided by the selected Provider for the sum as referenced in Exhibit C and be paid in equal monthly installments beginning the first month of any agreement and thereafter on the first business day of each successive month through term of services. Provider shall complete the attached Exhibit Cand submit it with its proposal.
- 6.2. **Special Services:** If the Provider is directed to perform any Special Services, the Provider 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 Provider 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. Provider's invoices shall not include any sums for such taxes.
- 6.3. **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.

7. INDEMNITIES AND WAIVERS; CONFIDENTIALITY:

- 7.1. **Indemnities as to Performance:** The Provider will be required to Indemnify and Defend the District and its directors, officers, employees and agents (collectively, the “District Parties”) against all claims, damages, and/or liability arising out of any intentional, reckless, grossly negligent, or negligent act or omission by the Provider, or its employees, subcontractors and any other individual or entity providing services or materials on behalf of the Provider (collectively, the “Provider Party(ies)”), which Claims arise from or in connection with Provider’s performance of the services, or from the violation of or failure of any Provider Party to comply with any Applicable Law.
- 7.2. **Repair Indemnities as to Property Damage:** Provider shall be responsible for prompt repair and any indemnification related thereto for any damage to District property caused by Provider or a Provider Party. Labor and materials for the repair or replacement of said damages shall be provided and borne by Provider.
- 7.3. **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.

8. PROVIDER'S INSURANCE:

8.1. **Coverages:** The Provider will, at its sole cost and expense, maintain in effect at all times and as otherwise required hereunder, the following insurance coverages with limits of not less than those set forth below. Provider 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 the agreement between the parties.

8.1.1. Employee Insurance:

<u>Coverage</u>	<u>Minimum Amounts and Limits</u>
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.

8.1.2. 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

- 8.1.2.1. an endorsement including the District Parties as "additional insureds",
- 8.1.2.2. cross-liability and severability of interest endorsements,
- 8.1.2.3. a waiver of subrogation in favor of the District Parties, and
- 8.1.2.4. an aggregate per location endorsement.

8.1.3. 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 Provider Parties and contain

- 8.1.3.1. an endorsement including the District Parties as "additional insureds",
- 8.1.3.2. cross-liability and severability of interest endorsements,
- 8.1.3.3. a waiver of subrogation in favor of the District Parties, and
- 8.1.3.4. an aggregate per location endorsement.

8.1.4. 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 above and contain

- 8.1.4.1. an endorsement including the District Parties as additional insureds,
- 8.1.4.2. a waiver of subrogation in favor of the District Parties, and
- 8.1.4.3. an aggregate per location endorsement.

8.2. **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 canceled, non-renewed, or materially modified without 30 days prior written notice by insurance carrier(s) to the District Manager.

8.3 Evidence of Coverage: Evidence of the insurance coverage required to be maintained by the Provider 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 Provider will provide to the District Manager a certified copy of any or all insurance policies or endorsements required. The Provider 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 Provider is required to carry.

9. PROPOSAL SUBMITTAL INSTRUCTIONS:

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

9.2 Proposals MUST be received by no later than 4:30 p.m. (MST) on _____, 2022 (“Submission Deadline”). It is the responsibility of the submitting firm to ensure the proposal is received by the District by the Response Deadline. Responses submitted in person, or by email, telephone or facsimile will not be accepted, and any response received after the Submission Deadline will not be considered.

9.3 Firms responding to this RFP do so solely at their own expense.

9.4 All responses and all supporting documentation shall become the property of the District and will constitute a public record, unless at the time of submitting a response, a firm specifically identifies the portion(s) of the response that contains proprietary information or trade secrets, which portion(s) shall be segregated from the other portions of the response, so as to allow disclosure of the non-confidential portion(s) of the response in accordance with Applicable Law.

9.5 The selected Provider will be required to enter into a mutually acceptable agreement within 15 calendar days of being selected. If the parties are unable to achieve and sign a mutually acceptable agreement within that time, the District has the right to reject the selected Provider and may enter into negotiations with any other firm that submitted a response, or it may issue a new RFP or terminate the process. The District is the right to terminate this RFP process at any time in its sole discretion.

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

9.7 Responses to this RFP shall, at a minimum, include the following:

9.7.1 Describe in detail how the firm would provide the services outlined in this RFP.

9.7.2 A cover letter including a statement of understanding of the services being requested and any other information that would assist the District in making a selection;

9.7.3 An organizational overview of the firm, including years in existence and experience in providing landscape services for Metropolitan Districts or other large governmental entities or organizations;

9.7.4 Identification of the member(s) of the team who will be primary contacts for services to the District, relevant experience and qualifications and primary role(s), along with their primary location;

9.7.5 At least three client references, preferably from Metropolitan Districts or other large governmental entities or organizations;

9.7.6 Disclosure of any potential conflict of interest by individuals with the District; and

- **9.7.7 Timing of ability to begin work**

9.8 Cost Proposal: please complete the attached Exhibit C and include it with your response. Also provide any out-of-pocket expenses that you may require to be reimbursed by the District.

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**

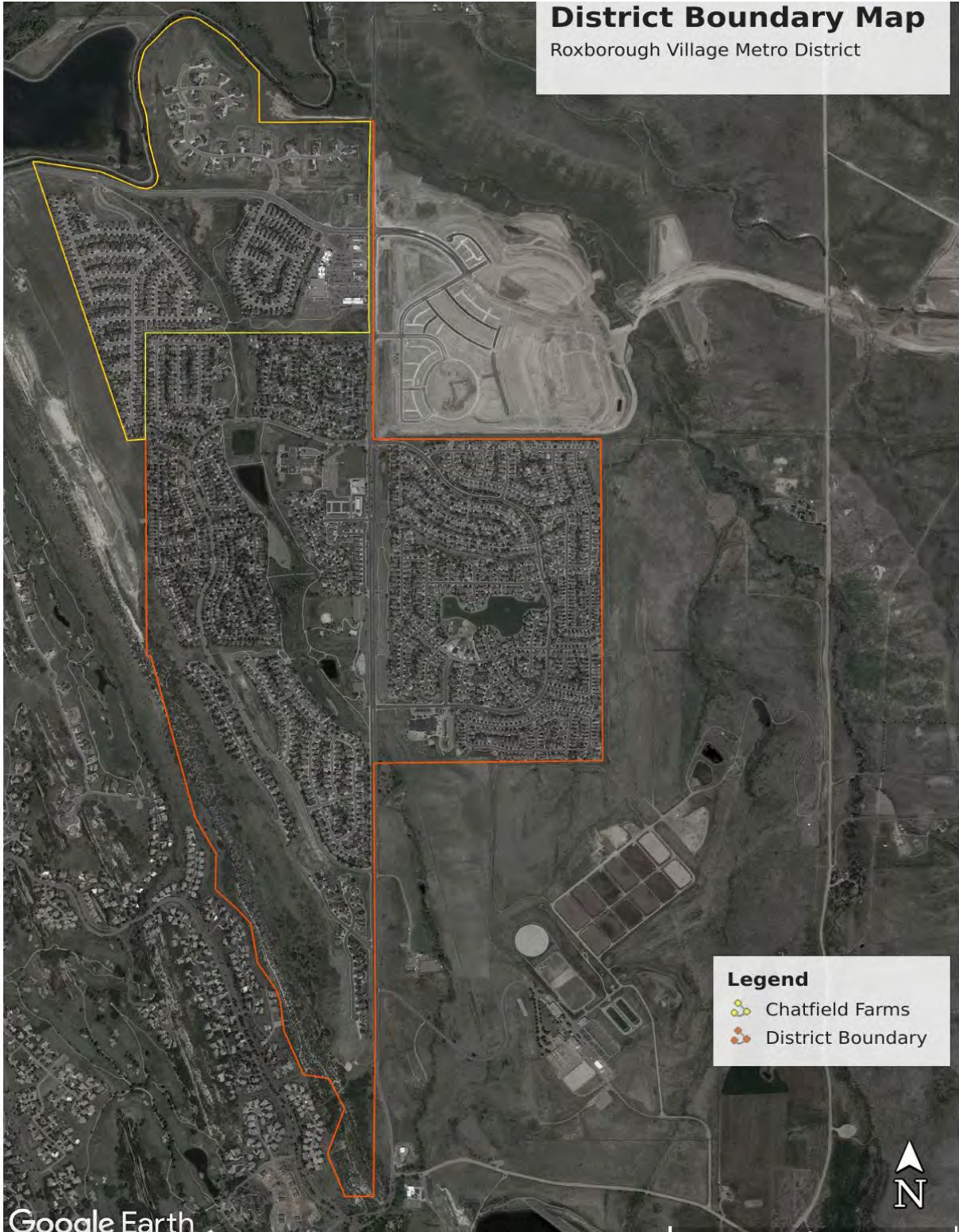


EXHIBIT B

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."
 - 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).

**EXHIBIT C
STANDARD LANDSCAPE SERVICES**

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

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

TOTALS:

Total Contract Price For Term Period	\$
Equal Monthly Payment Amount	\$

Additional Services Not Included in Contract Price:

SERVICE	TIME	COST/RATE
Native Area Maintenance (Mowing, Trash)	Upon Approval	
Native Area Weed Control	Upon Approval	
Annual Flower Installation and Maintenance	Upon Approval	
Irrigation System Repair	Upon Approval	
Insect and Disease Control	Upon Approval	
Tree Wrap/Unwrap	Upon Approval	
Winter Watering Each	Upon Approval	
Large Debris Removal	Upon Approval	
Holiday Lights /Decorations Set-up and Removal	Upon Approval	

EXHIBIT E
SPECIAL SERVICES

Special Services:

Special Services Cost:

Irrigation repairs (CLIA Technician)
Junior Technician
Turf repairs (including removal, prep, sod, straw mulch)
Tractor-Mower
Walk-Behind Mower
Hydro mulch (including seed)
Pesticide spray per hour
Trees and shrubs fertilization
Deep root watering
Tree wrap - trees with diameter over 4"
Pruning of trees - having height in excess of 10 feet
Pruning of shrubs - having height in excess of 10 feet
Flowers for beds (preparation, fertilizer, seasonal care)
Leaf removal
Broom per hour
Sand application/lbs.
Tennis court/Basketball court high-pressure wash hard courts
Baseball infield – inspection and correction of low spots
Baseball infield – edging, compaction,
Baseball infield – inspection of backstop fence
Sidewalks and trails – power sweep

Labor Rates

General laborer
Supervisor
Emergency calls

Miscellaneous

Trash removal - additional pick-ups
Trash receptacles
Ponds and drainages
Wood mulch
Top dressing - top soil
Top dressing - infield mix

EXHIBIT F
Extra Work Rates

Extra Work:

Rates:

Foreman with truck
Laborer, general labor.
Laborer with equipment.
Native area mowing.
Irrigation technician.
Backflow plus applicable fees— backflow testing.
Irrigation helper.
Hand watering.
Emergency call
Chemical application
Landscape consultation.

Please provide any limitations, minimum time charges, extra fees or costs, time of services requirements for any of the services or rates provided above.

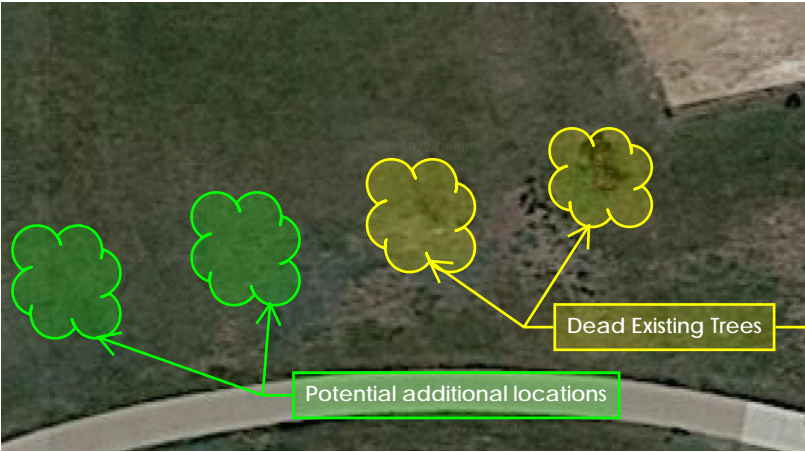
From: Ashley Wood <sherashley@gmail.com>
Date: August 19, 2022 at 7:36:49 PM MDT
To: MarkRubic@roxboroughmeterodistrict.org
Subject: **Memorial Tree Planting**

Hi there,

I am trying to gather information on the possibility and process of planting two memorial trees In Roxborough. Is this possible and what would the proper channels be to do it? Below is a mock up of a potential location. Thank you for any help you can provide!

Sent from my iPhone

Potential Memorial Tree Locations



Name of Donor: _____

Email Address: _____

Phone Number: _____

Type of Memorial: Tree Plaque

In Honor of: _____

Phone Memorial of: _____

Proposed Wording for Plaque / Inscription: _____

Proposed Installation: By Donor By Volunteer Group By District

From: Ephram Glass <ephramglass@roxboroughmetrodistrict.org>
Sent: Sunday, September 18, 2022 2:01 PM
To: Peggy Ripko <pripko@sdmsi.com>
Subject: SDA Conference Takeaways

Peggy,

Here are some things of interest to our district that were discussed at the SDA Conference:

1) Engineering firms: Farnsworth Group, IMEG, Martin/Martin, and Merrick all said they do all the types of engineering work we would potentially need. All but Merrick have the bandwidth to come to board meetings. However, all of the companies would also do work on a piecemeal basis with no ongoing contract.

2) GIS: All of the engineering firms listed above do GIS work. IMEG in particular was used by one of the presenters and demonstrated that they are a top-notch company for GIS implementations. IMEG also sells a product that can be attached to locator sticks to automatically record and upload GIS data every time a locate needs to be performed.

3) Website: SIPA stated they no longer have a backlog and could have a site up for us in a matter of weeks. They have a suite of designs and are cellphone compatible. Additionally, they could port over our email addresses since they use Gmail as well. They also offer discounts on a variety of software platforms including Google Workplace. Note, their website costs would be \$0, whereas we are currently paying for our website.

4) Ballot measures and surveys: Magellan Strategies had a presentation on ballot measures and showed how informational surveys are very useful ways of communicating to the community and have a powerful impact on upcoming ballot measures.

5) USDA: The USDA has a variety of services, grant options, and guaranteed loan options that are applicable to us. They said they can help with setting up a farmers market, funding for a community center (not the rec center aspects of it), and many other facilities and infrastructure (including high-speed internet noted below). While we do have a high PCI, we technically are rural to the USDA and would qualify for many of their rural programs.

6) Broadband: There is a lot of money available for high speed internet on both the state level and the federal level. At the moment, we are not able to look into any options for our residents because it is not in our service plan and SB-152 prohibits us from doing so. The same company that just completed a [broadband study for Douglas County](#) was at the SDA conference. They provided a lot of insights into bringing high speed internet to our district. If we amend our service plan and add a ballot question to allow the metro district to investigate broadband options for the community, we may be able to get significant funding to provide more reliable and higher-speed internet to residents. No other entity is currently capable or willing to do that for our area.

At some point, we should discuss all of the above. Please include this email in our Tuesday meeting packet. If we want to pursue the broadband stuff, we need to do it right away to take advantage of all the funding available.

Thanks,

--

Ephram Glass

Roxborough Village Metropolitan District Director

District Vice President

ephramglass@RoxboroughMetroDistrict.org