

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT

141 Union Boulevard, Suite 150
Lakewood, Colorado 80228-1898
Tel: 303-987-0835 • 800-741-3254
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<https://www.roxboroughmetrodistrict.org/>

NOTICE OF SPECIAL MEETING AND AGENDA

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expires:</u>
Ephram Glass	President	2027/May 2027
Debra Prysby	Vice President	2027/May 2027
Mark Rubic	Treasurer	2025/May 2025
Travis Jensen	Secretary	2025/May 2025
Brendan Coupe	Assistant Secretary	2025/May 2025

DATE: February 10, 2025
TIME: 6:00 p.m.
LOCATION: Roxborough Library
8357 N Rampart Range Rd # 200,
Littleton, CO 80125

Google Meet joining info
<https://meet.google.com/qth-hfjd-dkd>
(US) +1 929-277-6836
PIN: 294 889 107#

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

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

I. ADMINISTRATIVE MATTERS

- A. Disclosure of Potential Conflicts of Interest.
- B. Additions/Deletions/Approval of Agenda.

II. PUBLIC COMMENTS/HOMEOWNER REQUESTS

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

III. BOARD DISCUSSION MATTERS

- A. Discuss placing a ballot measure up for a vote in May regarding maintenance of HOA owned property and discuss what language should be used. (enclosure)
- B. Discuss issues with Farnsworth invoices. (enclosure)
- C. Discuss the 2025 Landscape Maintenance Agreement and if the listed options should be included. (enclosure)
- D. Discuss proposal for adding stone around shade shelter pillars in Chatfield Farms playground. (enclosure)
- E. Discuss fixing drip irrigation across the district and possibly extending some in Community Park to help sickly trees. (enclosure)
- F. Discuss where to focus tree planting efforts.
- G. Discuss creating an agreement to perform wildfire maintenance on Douglas County School District property north of Filing 16B. (enclosure)
- H. Update from Roxborough Ridge HOA with regard to having RVMD include their medians in the maintenance agreement with Douglas County.
- I. Discuss adjustments to the district website, specifically the landing pages for the menu items. (enclosure)
- J. Update on Community Park RFP.
- K. Update on Landscape Maintenance and Snow Removal RFP.
- L. Discuss possible employee hires, including what type of employee, what their scope of work would be, and any other prerequisites for hiring an employee. (enclosure)
- M. Updates on the following items:
 - 1. District signage;
 - 2. Douglas County updates on proposed maintenance agreement for medians and roadsides; Waterton Rd safety, and Executive Homes drainage issues.

3. Information or proposal(s) for repairs/maintenance of playground equipment throughout the District;
4. Chatfield Farms Playground Spinner Equipment;
5. Turf replacement (xeriscape) project;
6. Broken electric line under N Rampart Range Road repair project;

N. Environmental Committee Update.

O. Review lists of current approved and requested community permits, if any. (Sports Field Use, Park Areas & Gazebo, Food Truck Vendors, etc.) and/or any new resident inquiries or correspondence.

IV. OTHER MATTERS

A. Other

V. PUBLIC COMMENTS/HOMEOWNER REQUESTS

VI. ADJOURNMENT

THE NEXT REGULAR MEETING IS SCHEDULED FOR FEBRUARY 19, 2025.

ALTERNATIVE BALLOT A FOR MAY 6, 2025 ELECTION
(ISPP Draft 2-8-25)

Alternative Ballot A-1 (Original):

Shall Roxborough Village Metropolitan District be required to provide, without charge and in perpetuity, maintenance services on property owned by any homeowners' association within the district's boundaries that requests it, notwithstanding that such services shall constitute multiple fiscal year obligations that will be paid from the *ad valorem* taxes that are uniformly assessed and collected within the district's boundaries; provided that:

1. the district shall not be responsible for maintaining drainage ways, drainage facilities, detention ponds, or other drainage improvements located within any property owned by a homeowners' association;
2. the district's board of directors shall determine the types and levels of maintenance services to be provided to a homeowners' association;

and, provided further, that, to the extent reasonably practicable, the district's board of directors shall strive to provide the same types and levels of maintenance services for all property owned by the district and all property owned by a homeowners' association within the district's boundaries.

Alternative Ballot A-2 (Travis Jensen Changes):

~~Without raising taxes, S~~shall Roxborough Village Metropolitan District be ~~required~~ authorized to provide, without charge and in perpetuity, maintenance services on property owned by any homeowners' association within the district's boundaries that requests it, notwithstanding that such services shall constitute multiple fiscal year obligations that will be paid from the *ad valorem* taxes that are uniformly assessed and collected within the district's boundaries; provided that:

1. the district shall not be responsible for maintaining drainage ways, drainage facilities, detention ponds, or other drainage improvements located within any property owned by a homeowners' association;
2. the district's board of directors shall determine the types and levels of maintenance services to be provided to a homeowners' association;

and, provided further, that, to the extent reasonably practicable, the district's board of directors shall strive to provide the same types and levels of maintenance services for all property owned by the district and all property owned by a homeowners' association within the district's boundaries.

Related Jensen/Ross Emails

From: Dino A. Ross
Sent: Thursday, February 6, 2025 9:39 AM
To: Travis Jensen <travisjensen@roxboroughmetrodistrict.org>

Subject: RE: RVMD Alternative Ballots for May 2025 Election (ISPP 2-2-25) (5814890)

Travis,

I changed “required” to “authorized.” I am concerned about the second change. I have previously discussed with the Board the problem with saying “without raising taxes” or “existing tax” because it could prevent the District from increasing its property tax in future years. Dino

From: Travis Jensen <travisjensen@roxboroughmetrodistrict.org>

Sent: Wednesday, February 5, 2025 8:27 PM

To: Dino A. Ross <DRoss@irelandstapleton.com>

Subject: Re: RVMD Alternative Ballots for May 2025 Election (ISPP 2-2-25) (5814890)

I like ballot A better, with the following caveats:

I would prefer to see the "authorized" as suggested in the first sentence of B, rather than "required" from option A.

However, if we are going to keep it as "required", I would like to further emphasize the detail in point #2 with something along the lines of "the district's board of directors shall review all requests and determine the types, levels and priority of maintenance services to be provided to a homeowner's association"

I would also like to see the point about the ad valorem taxes, something that states "existing" or "without increase" or something along those lines making it clear this ballot would not be requesting any changes or increases in taxation.

Alternative Ballot A-3(a) (Mark Rubic Changes):

Shall Roxborough Village Metropolitan District be required to provide, without charge and in perpetuity, maintenance services, including maintaining, repairing, replacing, and updating improvements, such as irrigation, playgrounds, sidewalks, and structures, and providing landscaping, snow removal, noxious weed control, and wildfire mitigation, on property owned by any homeowners’ association within the district’s boundaries that requests it, notwithstanding that such services shall constitute multiple fiscal year obligations that will be paid from the *ad valorem* taxes that are uniformly assessed and collected within the district’s boundaries; provided that:

1. the district shall not be responsible for maintaining drainage ways, drainage facilities, detention ponds, or other drainage improvements located within any property owned by a homeowners’ association;
2. the district’s board of directors shall determine the types and levels of maintenance services to be provided to a homeowners’ association;

and, provided further, that, to the extent reasonably practicable, the district’s board of directors shall strive to provide the same types and levels of maintenance services for all property owned by the district and all property owned by a homeowners’ association within the district’s boundaries.

Alternative Ballot A-3(b) (Mark Rubic Tax Increase Ballot):

SHALL ROXBOROUGH VILLAGE METROPOLITAN DISTRICT TAXES BE INCREASED \$ [REDACTED] (FIRST FULL FISCAL YEAR DOLLAR INCREASE) ANNUALLY BEGINNING IN LEVY YEAR 2025 (FOR COLLECTION IN CALENDAR YEAR 2026) BY INCREASING THE DISTRICT'S EXISTING PROPERTY TAX BY [REDACTED] MILLS TO BE USED TO PROVIDE, WITHOUT CHARGE AND IN PERPETUITY, MAINTENANCE SERVICES, INCLUDING MAINTAINING, REPAIRING, REPLACING, AND UPDATING IMPROVEMENTS, SUCH AS IRRIGATION, PLAYGROUNDS, SIDEWALKS, AND STRUCTURES, AND PROVIDING LANDSCAPING, SNOW REMOVAL, NOXIOUS WEED CONTROL, AND WILDFIRE MITIGATION, ON PROPERTY OWNED BY ANY HOMEOWNERS' ASSOCIATION WITHIN THE DISTRICT'S BOUNDARIES THAT REQUESTS IT; PROVIDED THAT:

- 1. THE DISTRICT SHALL NOT BE RESPONSIBLE FOR MAINTAINING DRAINAGE WAYS, DRAINAGE FACILITIES, DETENTION PONDS, OR OTHER DRAINAGE IMPROVEMENTS LOCATED WITHIN ANY PROPERTY OWNED BY A HOMEOWNERS' ASSOCIATION;**
- 2. THE DISTRICT'S BOARD OF DIRECTORS SHALL DETERMINE THE TYPES AND LEVELS OF MAINTENANCE SERVICES TO BE PROVIDED TO A HOMEOWNERS' ASSOCIATION;**

AND, PROVIDED FURTHER, THAT, TO THE EXTENT REASONABLY PRACTICABLE, THE DISTRICT'S BOARD OF DIRECTORS SHALL STRIVE TO PROVIDE THE SAME TYPES AND LEVELS OF MAINTENANCE SERVICES FOR ALL PROPERTY OWNED BY THE DISTRICT AND ALL PROPERTY OWNED BY A HOMEOWNERS' ASSOCIATION WITHIN THE DISTRICT'S BOUNDARIES, WITH ALL REVENUE AND EARNINGS ON THIS TAX CONSTITUTING A PERMANENT VOTER-APPROVED REVENUE CHANGE WITHIN THE MEANING OF ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION AND AN EXCEPTION TO THE LIMITATIONS SET FORTH IN SECTIONS 29-1-301 AND 29-1-1702 OF THE COLORADO REVISED STATUTES AND ANY OTHER LAW?

Related Rubic/Ross Emails

From: MarkRubic <markrubic@roxboroughmetrodistrict.org>
Sent: Friday, February 7, 2025 2:51 PM
To: Dino A. Ross <DRoss@irelandstapleton.com>
Subject: RE: RVMD Alternative Ballots for May 2025 Election (ISPP 2-2-25) (5814890)

Dino,

I should also add, since the Board asked you to draft these, I would like to see one with language also having an increase in the mill levy. You can leave the amount blank.

[Sentence moved to Alternative Ballot B-2]

In both we talk about maintenance, with no real definition. I think it should explicitly state whether or not that includes repair, replacements, updates of improvements, irrigation, playgrounds, sidewalks, structures, etc. and/or erecting/building/adding anything new. Also, does maintenance also include snow removal.

Thanks

ALTERNATIVE BALLOT B FOR MAY 6, 2025 ELECTION
(ISPP Draft 2-8-25)

Alternative Ballot B-1 (Original):

Shall Roxborough Village Metropolitan District be authorized to incur the following multiple fiscal year maintenance obligations, in perpetuity and without charge, to the following homeowners' associations:

1. Roxborough Village First Homeowners' Association
 - a. License Agreement dated January 13, 2004
 - b. maintenance of landscape improvements and trails in Tract A of Filing No. 12A and Tracts A, B, C, and D in Filing No. 13., plus water for, and routine maintenance and non-routine repairs of, the irrigation system with said tracts
2. Roxborough Village Filing No. 16-A Homeowners' Association
 - a. License Agreement dated October 9, 2001, as amended September 9, 2008
 - b. Maintenance of landscape improvements and trails, mowing grass or turf located with any drainage swales or detention basins, noxious weed removal and wildfire mitigation, and mulch on playground within Tracts A-A, B, B-B-1, B-2, C, C-C, D-1, E-E, F, G, K, K2, U, V, Y and Z in Roxborough Village Filing No. 16-A
3. Roxborough Village Filing No. 14B Homeowners' Association
 - a. Bicycle Trail Maintenance Agreement dated December 30, 1999
 - b. maintain, repair, and replace trails crossing Tracts B, C, and D in Roxborough Village Filing No. 14B
4. Chatfield Farms 1A Homeowners' Association
 - a. License Agreement dated June 14, 2002, amended June 2009
 - i. maintain surface in Tracts A, A-1, and F
 - b. Easement Agreement dated June 14, 2002
 - i. operate and maintain public park on Track B
 - c. Easement Agreement dated March 17, 2009
 - i. operate and maintain public park and playground in Tract E-1
5. Chatfield Farms 1B Homeowners' Association
 - a. License Agreement dated October 2, 2009
 - i. maintain landscape improvements and trails in Tracts A, C, and E, and median at Campfire Street and Waterton Road, excluding emergency access road within Tract A.
6. Chatfield Farms Estates Homeowners' Association
 - a. Irrigation Water Service Agreement dated July 23, 2014

- i. provide non-potable irrigation water to Monument Easement Areas, subject to limitations in Irrigation Water Service Agreement and First Amendment;

and to provide, in perpetuity and without charge, maintenance services to property owned by any other homeowners' association within the district's boundaries that requests such maintenance,

and, provided further, that:

- A. to the extent reasonably practicable, the district's board of directors shall strive to provide the same types and levels of maintenance services for all property owned by the district and all property owned by a homeowners' association within the district's boundaries;
- B. the district shall not be responsible for maintaining drainage ways, drainage facilities, detention ponds, or other drainage improvements located within any homeowners' association; and,
- C. the district shall be authorized to use the *ad valorem* taxes that are uniformly assessed within its boundaries to meet such obligations?

Alternative Ballot B-2 (Mark Rubic Changes):

Shall Roxborough Village Metropolitan District be ~~authorized to incur the following multiple fiscal year maintenance obligations required to provide, without charge and in perpetuity, maintenance services, including maintaining, repairing, replacing, and updating improvements, such as irrigation, playgrounds, sidewalks, and structures, and providing landscaping, snow removal, noxious weed control, and wildfire mitigation, which services shall constitute multiple fiscal year obligations,~~ in perpetuity and without charge, to the following homeowners' associations:

1. Roxborough Village First Homeowners' Association
 - a. License Agreement dated January 13, 2004
 - b. maintenance of landscape improvements and trails in Tract A of Filing No. 12A and Tracts A, B, C, and D in Filing No. 13., plus water for, and routine maintenance and non-routine repairs of, the irrigation system with said tracts
2. Roxborough Village Filing No. 16-A Homeowners' Association
 - a. License Agreement dated October 9, 2001, as amended September 9, 2008
 - b. Maintenance of landscape improvements and trails, mowing grass or turf located with any drainage swales or detention basins, noxious weed removal and wildfire mitigation, and mulch on playground within Tracts A-A, B, B-B-1, B-2, C, C-C, D-1, E-E, F, G, K, K2, U, V, Y and Z in Roxborough Village Filing No. 16-A
3. Roxborough Village Filing No. 14B Homeowners' Association

- a. Bicycle Trail Maintenance Agreement dated December 30, 1999
 - b. maintain, repair, and replace trails crossing Tracts B, C, and D in Roxborough Village Filing No. 14B
4. Chatfield Farms 1A Homeowners' Association
- a. License Agreement dated June 14, 2002, amended June 2009
 - j. maintain surface in Tracts A, A-1, and F
 - b. Easement Agreement dated June 14, 2002
 - i. operate and maintain public park on Track B
 - c. Easement Agreement dated March 17, 2009
 - i. operate and maintain public park and playground in Tract E-1
5. Chatfield Farms 1B Homeowners' Association
- a. License Agreement dated October 2, 2009
 - i. maintain landscape improvements and trails in Tracts A, C, and E, and median at Campfire Street and Waterton Road, excluding emergency access road within Tract A.
6. Chatfield Farms Estates Homeowners' Association
- a. Irrigation Water Service Agreement dated July 23, 2014
 - i. provide non-potable irrigation water to Monument Easement Areas, subject to limitations in Irrigation Water Service Agreement and First Amendment;

and to provide, in perpetuity and without charge, maintenance services to property owned by any other homeowners' association within the district's boundaries that requests such maintenance,

and, provided further, that:

- A. to the extent reasonably practicable, the district's board of directors shall strive to provide the same types and levels of maintenance services for all property owned by the district and all property owned by a homeowners' association within the district's boundaries;
- B. the district shall not be responsible for maintaining drainage ways, drainage facilities, detention ponds, or other drainage improvements located within any homeowners' association; and,
- C. the district shall be authorized to use the *ad valorem* taxes that are uniformly assessed within its boundaries to meet such obligations?

Related Rubic/Ross Emails

From: MarkRubic <markrubic@roxboroughmetrodistrict.org>
Sent: Friday, February 7, 2025 2:51 PM
To: Dino A. Ross <DRoss@irelandstapleton.com>
Subject: RE: RVMD Alternative Ballots for May 2025 Election (ISPP 2-2-25) (5814890)

Also in the second option, Verandah Ct HOA was not included.

ROSS RESPONSE:

The District does not have a contract with Verandah Ct HOA, so it should not be in the list. It would be covered by the following language in Alternative B: “and to provide, in perpetuity and without charge, maintenance services to property owned by any other homeowners’ association within the district’s boundaries that requests such maintenance....”

Alternative Ballot B-3 (Peggy Ripko Changes):

Shall Roxborough Village Metropolitan District be authorized to continue to incur the following multiple fiscal year maintenance obligations, in perpetuity and without charge, which it has been providing for over two decades to the following homeowners’ associations:

1. Roxborough Village First Homeowners' Association
 - a. License Agreement dated January 13, 2004
 - b. maintenance of landscape improvements and trails in Tract A of Filing No. 12A and Tracts A, B, C, and D in Filing No. 13., plus water for, and routine maintenance and non-routine repairs of, the irrigation system with said tracts
2. Roxborough Village Filing No. 16-A Homeowners' Association
 - a. License Agreement dated October 9, 2001, as amended September 9, 2008
 - b. Maintenance of landscape improvements and trails, mowing grass or turf located with any drainage swales or detention basins, noxious weed removal and wildfire mitigation, and mulch on playground within Tracts A-A, B, B-B-1, B-2, C, C-C, D-1, E-E, F, G, K, K2, U, V, Y and Z in Roxborough Village Filing No. 16-A
3. Roxborough Village Filing No. 14B Homeowners' Association
 - a. Bicycle Trail Maintenance Agreement dated December 30, 1999
 - b. maintain, repair, and replace trails crossing Tracts B, C, and D in Roxborough Village Filing No. 14B
4. Chatfield Farms 1A Homeowners’ Association
 - a. License Agreement dated June 14, 2002, amended June 2009
 - k. maintain surface in Tracts A, A-1, and F
 - b. Easement Agreement dated June 14, 2002
 - i. operate and maintain public park on Track B
 - c. Easement Agreement dated March 17, 2009
 - i. operate and maintain public park and playground in Tract E-1
5. Chatfield Farms 1B Homeowners’ Association
 - a. License Agreement dated October 2, 2009

- i. maintain landscape improvements and trails in Tracts A, C, and E, and median at Campfire Street and Waterton Road, excluding emergency access road within Tract A.

6. Chatfield Farms Estates Homeowners' Association

a. Irrigation Water Service Agreement dated July 23, 2014

- i. provide non-potable irrigation water to Monument Easement Areas, subject to limitations in Irrigation Water Service Agreement and First Amendment;

and to provide, in perpetuity and without charge, maintenance services to property owned by any other homeowners' association within the district's boundaries that requests such maintenance,

and, provided further, that:

- A. to the extent reasonably practicable, the district's board of directors shall strive to provide the same types and levels of maintenance services for all property owned by the district and all property owned by a homeowners' association within the district's boundaries
- B. the district shall not be responsible for maintaining drainage ways, drainage facilities, detention ponds, or other drainage improvements located within any homeowners' association; and,
- C. the district shall be authorized to use the *ad valorem* taxes that are uniformly assessed within its boundaries to meet such obligations?

Related Peggy Ripko Email

From: Peggy Ripko <pripko@sdmsi.com>
Sent: Tuesday, February 4, 2025 11:52 AM
To: Dino A. Ross <DRoss@irelandstapleton.com>; MarkRubic@roxboroughmetrodistrict.org; ephramglass@roxboroughmetrodistrict.org; travisjensen@roxboroughmetrodistrict.org; debbieprysby@gmail.com; brendancoupe@roxboroughmetrodistrict.org
Subject: RE: RVMD Alternative Ballots for May 2025 Election (ISPP 2-2-25) (5814890)

Is there a way, through the ballot language, to indicate that the services have been provided prior to 2025?

Peggy Ripko

Alternative Ballot B Glass/Ross Emails

From: Ephram Glass <ephramglass@roxboroughmetrodistrict.org>
Sent: Thursday, February 6, 2025 12:42 PM
To: Dino A. Ross <DRoss@irelandstapleton.com>
Subject: Re: RVMD Alternative Ballots for May 2025 Election (ISPP 2-2-25) (5814890)

Valid points - thanks!

On Thu, Feb 6, 2025, 9:19 AM Dino A. Ross <DRoss@irelandstapleton.com> wrote:

Ephram,

Please see my responses below. Dino

From: Ephram Glass <ephramglass@roxboroughmetrodistrict.org>
Sent: Sunday, February 2, 2025 3:00 PM
To: Dino A. Ross <DRoss@irelandstapleton.com>
Subject: Re: RVMD Alternative Ballots for May 2025 Election (ISPP 2-2-25) (5814890)

Two comments:

1. For the 2nd alternative, Filing 16B has also requested that we maintain their stuff.

ROSS RESPONSE:

The District does not have a contract with Filing 16B, so it should not be in the list. It would be covered by the following language in Alternative B: “and to provide, in perpetuity and without charge, maintenance services to property owned by any other homeowners’ association within the district’s boundaries that requests such maintenance....”

2. In Chatfield Farms Estates and Filing 16B, some stuff is on private property where the HOA has an easement to maintain monuments and landscaping. Neither alternative allows us to maintain those. That is more problematic with Chatfield Farms Estates because our irrigation is in those private lots. Is there a way to tweak the language to include those? Maybe something like where RVMD is required to maintain landscaping that HOAs are obligated to maintain. Alternatively, you can add "or has easements on" following "property owned" in the first option. This could also cover county land (e.g. medians).

ROSS RESPONSE:

I am concerned with adding this language. An HOA could agree at any time to expand the amount of private property it will maintain, and the District would have no choice but to provide the maintenance services to the additional private property without any say in the matter. The HOA would have every incentive to expand services to more private property because it costs the HOA nothing.

February 3, 2025

Roxborough Village Metropolitan District (RVMD)
Attn: Ephram Glass
Roxborough Village Metropolitan District Director
141 Union Blvd., Suite 150
Lakewood, CO 80228

Re: Farnsworth Group's Responses to RVMD's 01.24.2025 Email

Dear Ephram:

We are pleased to present you with our responses to your questions and/or comments from your January 24, 2025, email. Please review our responses and then we can set up a time to meet and discuss if needed. We look forward to continuing working with you and all the great people in RVMD as your District Engineer.

GENERAL:

Farnsworth Group has copied over your questions/comments from the email and provided our responses below. In some cases, Farnsworth Group prepared our own questions/comments to better clarify our responses. Thank you for giving us the opportunity to work with you on such exciting projects.

ORIGINAL QUESTIONS/COMMENTS FROM RVMD:

- 1) The hours charged are supposed to be in units of 0.1 hours (6 minutes). The lowest this invoice seems to go is 0.25 hours. This issue was brought up months ago.
 - a. *Response: Agree, however, just because the units of 0.1 hours is the lowest increment, that does not necessarily mean that there will be time spent or billing to that amount. For example, most tasks in our profession require more than 6 minutes. There is typically incidental time involved with even small tasks such as review, research, responding, internal staff communications, record keeping, etc. That said, if 0.25 hours (15 minutes) was spent on a task, our staff will log 0.25 hours on their timesheet. This is how we typically bill our daily time.*
- 2) We have a contract for the work at Crystal Lake, the floodplain survey, and the rickety bridge work. The dollars in this invoice are going well above the contract prices.
 - a. *Response: The Crystal Lake and Floodplain Survey Contracts are for Survey only. Therefore, we bill all survey time to Phase 4, Tasks 14 and 15 for these projects to these tasks. As explained/shown below, we have not over billed any of these contracts.*
- 3) The Crystal Lake work is under two different headings, which makes it appear like less is charged for that project (everything under "Irrigation" is also related to the Crystal Lake project).

- a. *Response: You are correct in that the project is broken out into these two tasks. The Survey work is under Phase 4, Task 14, while the Engineering work is under Phase 4, Task 12.*
 - b. *For the Survey portion of the Crystal Lake project, we have a contract for \$10,900. In our current invoice, we show that Farnsworth Group staff and our subconsultant, King Surveyors, charged \$5,712 to this Task. However, as shown on pages 3 – 4 of the invoice, Farnsworth Group is only billing RVMD \$465.50 of the \$5,712, which completes the billing on this contract. This amount is all that is remaining in the contract. We are not going above the contract amount.*
- 4) There was GIS clean-up work that was charged even though there is a contract for that work (which has been paid for already).
 - a. *Response: This is my misunderstanding. I assumed that since the time period of these charges was separate from Farnsworth Group originally setting up this system, that Farnsworth Group staff was adding data or updating data in your GIS system. I will check with our GIS staff to verify what services were provided.*
 - b. *Concerning the original proposal, Farnsworth Group has submitted an Additional Services request for items that were not included in the original proposal. Even with this Additional Services request, Farnsworth Group is absorbing \$12,750.67.*
- 5) There are a number of items where the hours charged are simply way too high. (e.g. downloading a .kml file from our GIS does not take an hour, 30-minute meetings billed for an hour, etc.).
 - a. *Response: While the task of downloading a file does not take an hour, Farnsworth Group staff rarely will just download the file. Our staff will typically then upload that file into the program that they are going to edit it in. Then, they will at least review the information to see how it fits with the other information in the model and then save the file so that when they have time to delve into it further, they have a good idea of what is waiting for them.*
 - b. *Response: Regarding the meetings, Farnsworth Group staff will typically spend some time preparing for the meeting so that we are ready to discuss the items that are on the agenda or producing the agenda. This also may include preparing a summary of tasks and where in the progression of the task is Farnsworth Group. Farnsworth Group staff will also download information gained during the meeting, such as scanning notes from the meeting and uploading them onto the network, discuss items with affected staff, etc. For simplicity, Farnsworth Group will typically bill this time along with the actual meeting time. We will change our billing of the preparation time and follow-up time for meetings to be separate from the actual meeting time.*

Please review your invoices and ensure:

- 1) hours are billed at a maximum of 0.1 hour increments
 - a. *Response: See our previous response.*

- 2) all charges are correctly associated to signed contracts
 - a. *Response: Farnsworth Group has done this, on Tasks that we have signed contracts. For many of the tasks, we bill as Time and Materials due to a District Engineer contract not having particularly well-defined scopes (compared to individual project Request for Proposal) and Farnsworth Group not wanting to request change orders for every little item that was not included in an original scope.*
- 3) charges do not exceed contract prices
 - a. *Response: As we discussed in previous items 3), 4), and 5) we have not overbilled these contracts. Farnsworth Group has absorbed the overages on these contracts and not forwarded them to RVMD.*
- 4) there is no overbilling
 - a. *Response: As shown in this letter, Farnsworth Group does not believe that we have overbilled any of our signed contracts, nor our Time and Material Tasks.*

ADDITIONAL QUESTIONS/COMMENTS FROM FARNSWORTH GROUP:

The following are additional scope and fee clarifications related to the RVMD's questions and/or comments above.

- 1) The Little Willow Creek Floodplain Survey, Phase 4, Task 15 is the additional survey needed so that Farnsworth Group can build and run the floodplain model for Douglas County and the two creek crossings (Rickety Bridge and the Southern Creek Crossing). This task is only for the Farnsworth Group survey activities. The Engineering activities are being charged to Phase 4, Task 2 – Rickety Bridge – Preliminary Evaluation. (Farnsworth Group created this item so that we could present contract information on the Little Willow Creek Floodplain Survey Task.)
 - a. *Response: Farnsworth Group has exceeded the Little Willow Creek Floodplain Survey of \$10,100. As on the Crystal Lake survey, Farnsworth Group is only billing RVMD up to the contract amount of \$10,100.*
 - b. *Farnsworth Group staff has charged \$4,273 to this task for this invoice. However, as shown on page 4 of the invoice, Farnsworth Group is only billing RVMD \$1,551 of the \$4,273, which completes the billing on this contract.*
- 2) The Rickety Bridge Structural Analysis, Phase 4, Task 13 is the task for Farnsworth Group staff to evaluate the existing concrete abutments for adequacy for a new bridge. This task has a contract for \$8,560. Currently, we have only billed RVMD \$2,540.67 for this task. (Farnsworth Group created this item so that we could present contract information on the Rickety Bridge Structural Analysis Task.)
- 3) The contract stipulates that "The Engineer may adjust its rates no more than once per year with thirty (30) calendar days prior written notice to the District." (Farnsworth Group created this item so that we could present contract information Adjusting Our Contract Rates.)
 - a. *Response: Farnsworth Group has not requested any adjustment to our fees that we had in place at the time the contract was signed. For reference, we have prepared the table*

below to show the difference in hourly rates of our staff that has worked on RVMD projects:

FGI Employee	Contracted Billing Rates	2025 Billing Rates	Percent Increase	Additional Fees Charged at Increased Rate
J.C. Cundall	\$233	\$275	18.0%	\$10,012.00
Jack Lowery	\$173	\$195	12.7%	\$5,258.00
Brian Davies	\$193	\$215	11.4%	\$132.00
Scott Turner	\$193	\$215	11.4%	\$128.50
Aidan Pence	\$90	\$90	0%	\$0
Emily Jenkins	\$218	\$240	10.1%	\$242.00
Grace Kurcab	\$153	\$175	14.4%	\$2,304.50
Evan Jones	\$131	\$145	10.7%	\$332.50
Jessica Palmer	\$90	\$90	0%	\$0
Sean Ireland	\$145	\$160	10.3%	\$187.50
Daniel Montez	\$173	\$195	12.7%	\$176.00
Doug Barker	\$193	\$215	11.4%	\$3,448.50
Courtney Videtich	\$158	\$180	13.9%	\$286.00
Brian Bishop	\$141	\$165	17.0%	\$528.00
Dave Dusdal	\$233	\$265	13.7%	\$560.00
Josh Lemen	\$153	\$175	14.4%	\$154.00
Larry Lucas	\$153	\$175	14.4%	\$176.00
Ben Ellington	\$123	\$140	13.8%	\$204.00
Kernie Baker	\$173	\$195	12.7%	\$110.00
J.R. McGehee	\$233	\$265	13.7%	\$544.00
Michael Graves	\$158	\$180	13.9%	\$638.00
Phillip Aubin	\$153	\$175	14.4%	\$297.00
Zach Green	\$193	\$215	11.4%	\$880.00
Ron Pierce	\$233	\$275	18.0%	\$441.00
Kelsey Cirincione	\$90	\$90	0%	\$0
Fitah Tekin	\$131	\$145	10.7%	\$77.00

TOTAL: \$25,946.50

If Farnsworth Group were to request a rate change, one can see the difference in fees that would represent. In good faith, for being RVMD’s District Engineer and our appreciation of this relationship, Farnsworth Group has not requested a rate change at all since the contract was signed in 2023. Farnsworth Group maintaining the original contracted rates provides RVMD a substantial savings compared to if Farnsworth Group requested this change. Farnsworth Group has charged (internally, not billed to RVMD, also not including Expenses) \$192,717.50. Calculating the total hours at the 2025 Rates would have resulted in the \$192,717.50 increasing to approximately \$218,664, or an increase of \$25,946.50, just with the increase in rates.

Ephram Glass, RVMD

February 3, 2025

Page 5 of 5

We hope this letter demonstrates our commitment to RVMD, as your District Engineer. We hope that this letter clarifies the “billed time” and “over billing” questions, while also identifying that Farnsworth Group has not pursued the additional fees we could bill if we had requested increasing our hourly rates, per the contract. We hope our explanations demonstrate our commitment to RVMD and that we are trying to be fair in our interactions. Thank you for expressing your concerns so that we could respond to them, and all get on the same page moving forward. We value our relationship with RVMD greatly and would love to continue being your District Engineer now and well into the future.

Sincerely,

FARNSWORTH GROUP, INC.

A handwritten signature in blue ink, appearing to read "J.C. Cundall", with a stylized flourish at the end.

J.C. Cundall, PE
Senior Engineering Manager
(970) 232-1205 – Direct
(970) 219-1276 – Cell
jcundall@f-w.com



ENVIRONMENTAL CONTRACTOR

5585 W. Airport Rd
Sedalia, Colorado 80135

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

To: SDMS	Contact: Peggy Ripko
Address: 141 Union Boulevard, Suite 150 Lakewood, CO 80228	Phone: 303-987-0835 Fax: 303-987-2032
Project Name: Roxborough Village Jan 25- Dec 25 (rev. Removal Of HOA's)	Bid Number: 0002
Project Location: Rampart Range Road, Littleton, CO	Bid Date: 12/4/2024
Addendum #: N/A	

Landscape Maintenance program Jan 1, 2025- December 31st, 2025.
Includes Alternate Pricing for Native Herbicide applications, per map provided by Ephraim.

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Summer Weekly Services: Mow, Trim, Blow, Bed Weeding, Edging 13 Times, Spray Tree Rings 3 Times	26.00	EACH	\$2,103.80	\$54,698.80
Winter Trash Removal: Police Property For Trash Change Out Trash Bags In Dog Stations And Trash Receptacles Excludes Pick Up Of Hazardous Materials Or Dead Animals	26.00	EACH	\$36.30	\$943.80
Pruning Shrubs And Trees: Shrub Pruning 2x Tree Pruning Up To 12' 1x	2.00	EACH	\$3,842.39	\$7,684.78
Spring Clean Up: Cut Ornamental Grasses Back, Remove Pine Needles, And Blow Debris Out Of Beds	1.00	EACH	\$9,605.22	\$9,605.22
Fall Clean Up: Leaf Removal From All Landscape Areas, Cut Back Herbaceous Perennials	1.00	EACH	\$7,819.21	\$7,819.21
Turf Fertilization And Broadleaf Herbicide: Season Long Duration Fertilizer (270 Day Release) Pre-emergent To Control Crabgrass 3 Broadleaf Herbicide Applications	3.00	EACH	\$5,238.14	\$15,714.42
Spring Pre-emergent Herbicide: Application To Landscape Beds:	1.00	EACH	\$1,663.27	\$1,663.27
Aeration Of All Turf Areas:	2.00	EACH	\$2,537.36	\$5,074.72
Irrigation Checks/Repair Time: 20 Hours Per Occurrence Total Of 480 Hours For The Season.	24.00	EACH	\$1,361.38	\$32,673.12
Irrigation System Spring Start Up:	1.00	EACH	\$2,961.14	\$2,961.14
Irrigation System Winterization: (1 Time)	1.00	EACH	\$6,867.36	\$6,867.36
Native Grass Field Mowing: (1 Occurrences) Includes String Trimming Around Obstacles Such As Trees Include String Trimming Of Fence Lines Includes Spraying Herbicide Along Fence Lines And Around Posts	1.00	EACH	\$3,231.34	\$3,231.34
Native Grass Beauty Band Mowing: (6 Occurrences) Mow A 3'-6' Wide Band Along Sidewalks, Turf Areas, And Fence Lines That Are Adjacent To Native Grass Fields.	6.00	EACH	\$1,862.89	\$11,177.34
Tennis & Basketball Court Maintenance	52.00	EACH	\$40.75	\$2,119.00
Volleyball Courts Maintenance	30.00	EACH	\$36.22	\$1,086.60
Skate Park Maintenance	52.00	EACH	\$38.34	\$1,993.68
Skate Park Pressure Wash	1.00	EACH	\$869.38	\$869.38
Softball Field Grooming	26.00	EACH	\$24.15	\$627.90
Shredded Wood Mulch - Refresh Mulch Up To 35 Yards	1.00	LS	\$9,369.93	\$9,369.93
Trash And Dog Station Services	104.00	EACH	\$397.93	\$41,384.72
Pond Litter Removal - Inside Excludes Crystal Lake Park	2.00	EACH	\$401.45	\$802.90
Softball Field Striping	6.00	EACH	\$62.09	\$372.54
Winter Watering- Trees: (5 Occurrences) 10 Gallons Per Caliper Inch Per Application For Trees (15 Trees Only)	5.00	EACH	\$182.36	\$911.80

Total Bid Price: \$219,652.97



5585 W. Airport Rd
Sedalia, Colorado 80135

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

To: SDMS	Contact: Peggy Ripko
Address: 141 Union Boulevard, Suite 150 Lakewood, CO 80228	Phone: 303-987-0835 Fax: 303-987-2032
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Addendum #: N/A	

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
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Additional Recommended Services

Fall Pre-emergent Herbicide: Application To Landscape Beds:	1.00	EACH	\$1,948.40	\$1,948.40
Revive Applications- Spring, Summer, And Fall Applications	3.00	EACH	\$5,848.69	\$17,546.07
Total Price for above Additional Recommended Services Items:				\$19,494.47

Native Broadleaf Herbicide Applications

Native Grass - Broadleaf Herbicide: Spot Spray (estimated Per Occurrence Price) Does Not Control Grassy Weeds. Based On Map Provided, Spot Treating Approx. 188 Acres Per Occurrence	1.00	EACH	\$17,214.65	\$17,214.65
Native Broadleaf Weed Control: (price Per Hour) Typical Production Rate Is Around 1 Acre Per Hour, Depending On Slope, Infestation Levels, And Access This May Adjust Up Or Down. Hourly Rate Includes Materials, Labor, And Standard Equipment. Price Is Per Hour, Per Person.	1.00	HR	\$210.00	\$210.00
Total Price for above Native Broadleaf Herbicide Applications Items:				\$17,424.65

Notes:

- This bid does not include organic amendments or fertilizer.
- On-site water source to be provided by others at no cost to CDI.
- This bid does not include traffic control.
- This bid does not include engineering, permits or testing.
- This bid does not include surveying or layout.
- Any fees for billing or project management platforms such as Textura are not included in this proposal and will be billed as an additional cost to the project.
- CDI is a commercial applicator licensed by the Department of Agriculture.
- **This proposal is good for 30 days following the date given on the proposal.**
- **Nature's Workforce**, a Consolidated Divisions, Inc. company.
An Equal Opportunity Employer

Payment Terms:

Payment due 30 days from invoice.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Consolidated Divisions, Inc Db a CDI Environmental Contractors</p> <p>Authorized Signature: _____</p> <p>Estimator: Daniel Levine (303) 396-9851 DanielL@cdi-services.com</p>
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AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES

This Agreement for Landscape Maintenance Services ("**Agreement**"), effective the 1st day of January 2025 ("**Effective Date**") is entered into by and between Roxborough Village Metropolitan District, a political subdivision of the State of Colorado ("**District**"), and Consolidated Divisions, Inc., a Colorado corporation d/b/a CDI Environmental Contractor ("**CDI**"). The District and CDI are referred to collectively as the "**Parties**" or individually as a "**Party**".

ARTICLE I SERVICES AND COMPENSATION

Section 1.1 Services and Compensation:

(a) Services: The District retains CDI to perform, and CDI agrees to perform, maintenance, care and repair of certain landscaped areas described in the Scope of Services as the Standard Services attached as Attachment 1, including Exhibits A, B and C to Attachment 1, which are incorporated by reference and made a part of this Agreement (collectively, the "**Services**"). The additional services set forth in Exhibit B, and such additional services that are beyond those set out in Attachment 1 (collectively, "**Additional Services**"), if requested, shall be provided only when authorized in writing by the District. Oral discussions between any Board member or the District Manager and a CDI employee shall not constitute authorization to perform Additional Services unless the oral discussion is subsequently set forth in a written document signed by the Parties. To the extent any provision of this Agreement and Attachment 1 conflict, directly or indirectly, the provisions of this Agreement shall prevail. CDI understands the Board is evaluating its options with respect to providing the Services to Arrowhead Shores HOA, Roxborough Village Filing 14B HOA, and Roxborough Village First HOA (individually an "**HOA**" and collectively the "**HOAs**"), including but not limited to: i) terminating the Services being provided to one or more of the HOAs effective January 1, 2025; ii) continue providing the Services to one or more of the HOAs in exchange for appropriate compensation; or, iii) continue providing the Services until the District conducts an election in May 2025 on whether the District's voters authorize it to continue providing the Services to the HOAs without charge. CDI agrees that the Parties shall amend the Scope of Services to reflect whatever option the Board chooses and shall mutually agree to increase or decrease CDI's compensation based on the amended Scope of Services.

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

(c) Quality Assurance: CDI shall provide a schedule of all maintenance related activities planned during the Services period, with notations of season requirements. CDI shall submit with the maintenance schedule all product data for materials, such as fertilizers, pesticides, etc. In order

to expedite minor but necessary work and repairs that are not a part of the base contract, CDI may be authorized to spend up to \$3,000 per incident without prior authorization, unless otherwise directed in writing. All larger repairs or maintenance items shall be brought to the attention of the District Manager for review and may require Board approval.

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

(e) Communication: CDI will notify the District prior to performing each Service listed in Exhibit B with a scheduled date the Service will be performed, along with any pertinent information related to such Service. A checklist of the Services listed in Exhibit B shall be provided in CDI's monthly report showing what Services have been completed and what Services have yet to be rendered.

Section 1.2 Compensation: In consideration of CDI's satisfactory performance and completion of the Services, the District shall pay CDI the compensation described in Attachment 2, which is incorporated by reference and made a part of this Agreement. If there is a direct or indirect conflict between the itemization of services and/or times in Attachment 2 and the itemization of services and/or times in Attachment 1 (including Exhibits A, B, and C), Attachment 1 shall control; provided, however, as set forth in Section 1.1(a), above, if the itemization of services and/or times in question in Attachment 1 conflict, directly or indirectly, with any provision in this Agreement, this Agreement shall control.

Section 1.3 Payment:

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

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

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

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

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

(c) Chatfield Farms: All Requests for Payment shall separately identify the cost of any Services performed within the Chatfield Farms areas shown on Attachment 1. Failure to provide separate costs for Chatfield Farms will constitute a deficient Request for Payment described under the above Payment Procedure section and will delay payments and may constitute a breach of this Agreement.

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

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

(f) Penalty for Failure to Complete Tasks/Projects or Provide Required Information by Deadlines Established in this Agreement: If CDI fails to complete a task/project or provide required information by the deadline(s) established in this Agreement, the District shall have the right to deduct \$100.00 from any amounts owed to CDI. Each failure to complete a task/project or provide required information is a separate infraction that will result in a \$100.00 deduction. The District may, in its discretion, waive an infraction if CDI provides documents and/or other information substantiating that there were extenuating circumstances that would justify such a waiver.

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

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

ARTICLE II TERM AND TERMINATION

Section 2.1 Term: The term of this Agreement shall begin on the Effective Date and shall continue through December 31, 2025 (“*Term*”). This Agreement may be terminated in accordance with Section 2.2, below, or as elsewhere provided in this Agreement.

Section 2.2 Termination:

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

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

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

ARTICLE III GENERAL SERVICES PROVISIONS

Section 3.1 Professional Standards: CDI will perform the Services and any authorized Additional Services in accordance with the generally accepted standards of care, skill, diligence, and professional competence applicable to contractors engaged in providing similar services at the time and place that CDI’s Services or Additional Services are rendered. Except as otherwise expressly stated herein, CDI shall, at its cost, be solely responsible for repairing any damage caused by CDI or one or more of the CDI Parties (defined below).

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

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

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

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

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

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

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

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

Section 3.10. Compliance with 5 CCR 1001-33 - Emission Reduction Requirements for Lawn and Garden Equipment: On or before June 1, 2025, CDI shall comply with the Air Quality Control Commission's Rule 29, which is codified at 5 CCR 1001-33, the relevant portions of which are attached as *Attachment 3* ("*Rule 29*"), which prohibits the use of gasoline-powered push and hand-held law and garden equipment with an internal combustion engine smaller than 7 kW (10 horsepower) between June 1 and August 31 of each year. CDI is required to fully understand and strictly comply with Rule 29's requirements, including but not limited to: (a) ensuring its personnel do not use prohibited lawn and garden equipment between June 1 and August 31 of each year; (b)

maintaining the required records for a minimum of 5 years; and, (c) if this Agreement is extended through 2026, preparing and timely submitting to the Board the required annual report.

**ARTICLE IV
INDEMNIFICATION AND CONFIDENTIALITY**

Section 4.1 Indemnification: CDI shall indemnify and defend the District and its directors, officers, and agents (collectively, the “*District Parties*”) against all claims, damages, and liability arising out of any intentional, reckless, grossly negligent, or negligent act or omission by CDI or its employees, subcontractors, agents, or any other individual or entity that provides labor, equipment, supplies, materials, or other services on behalf of CDI (collectively, the “*CDI Parties*”) that arise from or in any manner relate to CDI’s or the *CDI Parties*’ performance of the Services, or authorized Additional Services or from the violation of, or failure of CDI or any of the *CDI Parties* to comply with, any Applicable Law, specifically including Rule 29. The District shall have the right to select legal counsel to represent it, notwithstanding CDI’s obligation to pay the reasonable attorneys’ fees, costs, and expenses of the District’s legal counsel.

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

**ARTICLE V
CDI’S INSURANCE**

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

(a) Employee Insurance:

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

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

(b) Liability Insurance:

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

respect to each location (Occurrence Basis)

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

(c) Vehicle Insurance:

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

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

(d) Umbrella Liability Insurance:

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

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

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

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

of the certificates and/or endorsements evidencing that the District has been added as an additional insured under the various insurance policies which CDI is required to carry.

ARTICLE VI MISCELLANEOUS

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the Parties have signed this Agreement.

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

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

By: _____
Ephram Glass, Board President

By: _____
Name Title

Date: _____

Date: _____

ATTACHMENT 1 SCOPE OF SERVICES

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

ARTICLE I CDI's GENERAL REPRESENTATIONS



Maintenance - Quality Plan

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

1. Maintenance QUALITY PLAN PURPOSE

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

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

2. QUALITY MANAGEMENT METHOD

2.1 Quality Standards

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

2.2 Quality Equipment

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

2.3 Account Manager Responsibilities

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

ARTICLE II STANDARD LANDSCAPING SERVICES

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

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

(b) Mowing of Irrigated Turf Areas: Irrigated turf areas shall be mowed as necessary to maintain a turf height of approximately 2³/₄ - 3³/₄ inches during the growing season. Mowing equipment and patterns shall be employed to permit recycling of clippings where possible. Excess clippings shall be removed from sidewalks and drives. Blades on all equipment shall be sharp to prevent tearing of the grass blades. Drought conditions may necessitate less frequent mowing. All clippings shall be collected and disposed of properly and/or blown from sidewalks in irrigated turf areas to maintain a well-groomed appearance. Mowing shall not be performed when the ground is soggy to avoid compaction, rutting, and removal of the grass.

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

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

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

(f) Integrated Pest Management: If requested, CDI shall assist the District to develop policies to apply the principles of Integrated Pest Management (IPM). This includes information on modifications and additions to the prevention strategy and schedule of regular cleaning and

maintenance; regular monitoring to detect problems early; choosing the most effective options with the least risk to people and the environment; using biological methods that will result in long-term solutions; and minimizing the use of pesticides and insecticides. CDI shall attempt to alert the District of all effective alternatives to chemical applications available.

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

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

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

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

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

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

(b) Fence Lines: All fence lines depicted in Exhibit C shall be mowed to a width of eight feet (8') and trimmed for wildfire mitigation purposes. Fence lines shall be mowed to a height of four inches (4") when the grasses exceed seven inches (7"). If the distance from a fence line to a path or to a road is under twenty feet (20'), the fence line mowing shall be widened to meet the

mowed beauty-band to avoid leaving narrow strips of tall grass.

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

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

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

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

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

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

(e) Watering: During periods of dry weather, up to fifteen (15) newly planted trees shall be hand watered weekly when the irrigation system is shut off or where no irrigation exists. This watering shall continue for new trees until they have been in the ground for two years and/or until they have an established root system. If there are more than fifteen (15) new trees to be watered, CDI shall provide a quote to the District Manager for the additional watering.

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

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

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

(c) Maintenance: All mulched areas shall be edged or re-edged prior to application of mulch to provide natural containment, or the tree rings shall be sprayed to prevent grass and weeds from encroaching the tree ring.

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

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

(b) Mow Strips/Landscape Edging: Landscape edging, including metal edging, mow strips, and any other materials, shall be kept in good repair and appearance and replaced if necessary. Any safety hazards shall be immediately corrected. Edging shall be kept at an appropriate depth to ensure mulch stays in the landscaped area and grass cannot spread to the landscaped area via underground rhizomes. Edging that has tilted, particularly to the point of impacting sprinkler heads, shall be straightened. All time and labor for this service are included in the contract price. If edging has deteriorated beyond repair, CDI shall provide a quote to the District Manager for its replacement.

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

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

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

(f) Rock Beds: Rocks that have spilled out of rock beds shall be moved back into the rock beds. Exposed irrigation lines shall be reburied under the rock for a clean appearance. CDI shall inform the District if additional rock is required in rock beds and shall provide a time and materials cost for adding the additional rock.

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

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

Section 7 Irrigation System Operation and Maintenance: CDI will provide one (1) on-site Maintenance Technician on the Property to monitor and check the irrigation system, as well as make all repairs for twenty (20) hours a week for twenty-eight (28) weeks beginning April 1 of the calendar year. Upon spring activation of the irrigation system, the Maintenance Technician shall check the operation of each sprinkler zone 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. In addition, all controller enclosures shall be opened and visually inspected. After the initial activation checks, the Maintenance Technician is not required to make the same checks unless there is a visual indication of an issue or the District requests additional checks. On a weekly basis, the Maintenance Technician shall monitor irrigated areas and repair leaks, clean nozzles, and make adjustments as required.

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

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

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

(a) Activation of Irrigation System: Each spring, on a date to be determined by CDI in consultation with the Board and notice thereto, the irrigation system shall be activated. CDI shall immediately notify the District of any system damages which have resulted from improper shutdown the previous fall. Any such damages that were the result of CDI's actions shall be

repaired immediately at the expense of CDI. Any such damage that was the result of a prior provider's improper shutdown or system damages caused by actions other than the system shutdown will be brought to the immediate attention of the District with details, including photographs, of such cause and/or extent of such damages, with an itemized estimate for any such repair. Any repair or initiation of such work will require prior Board approval. CDI shall at all times exercise its best efforts to operate the irrigation system in a manner that protects all components and equipment of such system and to conserve water resources.

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

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

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

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

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

aforementioned information and as-builts in the GIS.

(g) Backflow Inspection: Backflow prevention device inspections are not part of the Standard Landscape Services and will be performed by a separate District contractor on an annual basis.

(h) Winterization of Irrigation Systems: Winterization of the irrigation systems shall be completed by CDI in the fall before the first hard freeze. The typical time for winterization is in October, however CDI must winterize the irrigation systems before the first hard freeze. Winterization activities shall not extend into the month of November without prior Board approval. Winterization shall include voiding all lines of water using compressed air or other methods approved by the District. CDI also shall perform other tasks as necessary to winterize controllers and other system components.

(i) Locates: The District Board shall designate the individual or entity that shall be responsible for the UNCC locate services for the District, which designation the Board may change at any time in its discretion. The District shall notify CDI of any change in the UNCC locate services provider. If the District's UNCC locate services provider requires the irrigation system to be located in a particular area, CDI will be notified in writing by email of such a requirement. The District shall compensate CDI for locate services based on agreed upon rates. If a third party requests a locate, CDI shall obtain approval from the District Manager before providing same.

(j) Pond Depth and Consumption Monitoring: While the irrigation system is in operation, CDI shall inspect the irrigation pond (Crystal Lake in Arrowhead Shores) twice per week and monitor its depth. The lake water level must be maintained with a minimum level of twenty-eight inches (28") below the lake overflow and a maximum level of sixteen inches (16") below the lake overflow with a target level of twenty-two inches (22") below the lake overflow. CDI will order additional water from Roxborough Water & Sanitation to maintain the lake water level during the growing season. The District is entitled to 45 acre-feet of water from the Roxborough Water & Sanitation District. CDI shall take measures to ensure the District does not run out of water prior to the end of the growing season. CDI will notify the District each time water is ordered. At the end of the growing season, CDI will allow water to be drawn down to thirty-six inches (36") below the overflow to provide capacity for winter run-off. CDI shall include water levels and amounts of ordered water in its written report to the District Manager that is submitted by a time specified by the District Manager. If CDI negligently orders water that results in water overflowing out of the irrigation pond, CDI will be responsible for the cost of the lost water, and restoration of any damage incurred.

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

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

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

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

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

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

(d) Softball Field: For the period from April 1 through September 30, on a weekly basis, prior to each weekend, groom the dirt infield to provide a smooth even surface and ensure a clean edge between the grass and dirt sections of the field. Stripe the grass section of the softball field after the first such grooming of the calendar year and then once each month thereafter through September 30.

(e) Bicycle Paths/Sidewalks: Pick up trash and animal waste and remove, sweep, or blow debris off bicycle paths and sidewalks as needed.

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

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

Section 9 Trash/Dog Waste Pick-up: Trash pick-up and removal shall be the responsibility of CDI. All trash receptacles shall have an internal removable can and a plastic removal liner (trash bag). It shall be CDI's responsibility to ensure that these are in place. When a trash receptacle has a removable lid, it shall be CDI's responsibility to ensure that the lid is properly in place and

secured with a locking cable. CDI shall order and stock all materials, including trash bags and dog waste bags, at CDI's cost. CDI shall pick up and remove trash from the site per the following seasonal schedule and pursuant to the following guidelines:

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

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

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

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

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

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

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

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

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

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

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

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

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

The fences along the major roads (Village Circle East, Village Circle West, Rampart Range Road) are not owned by the District. They are owned and maintained by individual landowners. Fence issues such as fences falling into the property shall be brought to the attention of the District Manager.

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

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

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

Section 13 Graffiti Removal: CDI shall be responsible for removal of graffiti when and wherever it occurs within the District's boundaries. CDI will bill time and materials for this Additional Service. CDI shall take photos of the graffiti before removal and the cleaned area after the removal. CDI shall include any graffiti removal services in the applicable monthly report to the Board, with the photos.

Section 14 Geographic Information System (GIS) Services: If and when the District is utilizing a GIS, CDI shall be responsible for recording work performed in the GIS. Photos, equipment information, services performed, shall be recorded or verified when CDI personnel are in the

District performing the Services or Additional Services outlined in this Agreement. CDI shall use District provided equipment for recording information in the GIS. CDI shall ensure data is uploaded at least once a week by connecting to a Wi-Fi network or other means. CDI may charge and store the GIS equipment in an on-site location designated by the District. GIS training shall be provided by the District. CDI shall be solely responsible for the cost of replacing any GIS equipment that is lost or damaged as a result of the intentional, reckless, or negligent acts or omissions of any of the CDI Parties.

ARTICLE III ADDITIONAL SERVICES

From time to time the District may request that CDI provide Additional Services not included within the scope of the Standard Landscape Services. Prior to providing any Additional Services, CDI will obtain approval from the District. Oral discussions between a District Board member or the District Manager and a CDI employee shall not constitute authority to perform Additional Services until it is memorialized through an approved Work Order. Additional Services shall be provided in accordance with agreed upon rates and charges, pursuant to an approved Work Order. In addition, Work Orders may include services not otherwise described.

**EXHIBIT A
DISTRICT BOUNDARY MAP**



**EXHIBIT B
STANDARD LANDSCAPE SERVICES**

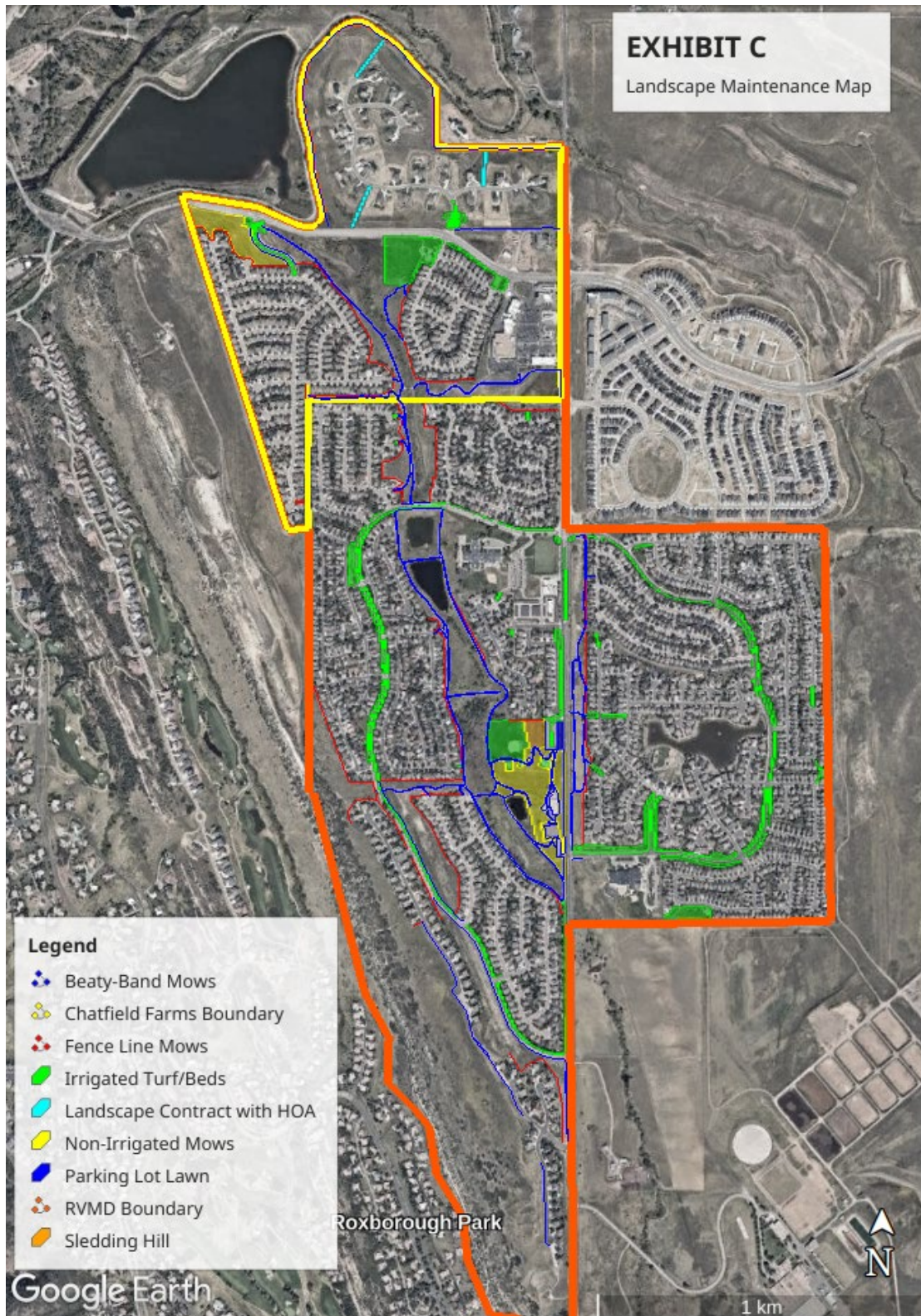
SERVICE	FREQUENCY/ NUMBER	TIME OF YEAR
Site Inspections	Monthly	January - December
Irrigated turf area mowing (mow, trim, blow)	Weekly/As Needed	April - October
Edging-Irrigated Turf Areas	Every Two Weeks	April - October
Fertilization-Irrigated turf areas	1 or 3	Spring or Spring/Summer/Fall
Broadleaf Weed Spray-Irrigated Turf Areas	3	Spring/Early Summer/Late Summer
Core Aeration-Irrigated turf areas	2	Spring/Fall
Leaf Removal	1	November - December
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	March/June
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
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 cleaning	As Needed	January - December
Playground maintenance (cleaning/raking)	Weekly	January - December
Gazebo cleaning	Weekly	January - December
Trash pick-up-Landscaped Area (Summer)	Twice Weekly	April - October

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

Additional Services Not Included in Contract Price:

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

EXHIBIT C LANDSCAPE MAINTENANCE MAP



ATTACHMENT 2 COMPENSATION



ENVIRONMENTAL CONTRACTOR
5585 W. Airport Rd
Sedalia, Colorado 80135

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

To: SDMS	Contact: Peggy Ripko
Address: 141 Union Boulevard, Suite 150 Lakewood, CO 80228	Phone: 303-987-0835
	Fax: 303-987-2032
Project Name: Roxborough Village Jan 25- Dec 25 (rev. Removal Of HOA's)	Bid Number: 0002
Project Location: Rampart Range Road, Littleton, CO	Bid Date: 12/4/2024
Addendum #: N/A	

Landscape Maintenance program Jan 1, 2025- December 31st, 2025.
Includes Alternate Pricing for Native Herbicide applications, per map provided by Ephraim.

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Summer Weekly Services: Mow, Trim, Blow, Bed Weeding, Edging 13 Times, Spray Tree Rings 3 Times	26.00	EACH	\$2,103.80	\$54,698.80
Winter Trash Removal: Police Property For Trash Change Out Trash Bags In Dog Stations And Trash Receptacles Excludes Pick Up Of Hazardous Materials Or Dead Animals	26.00	EACH	\$36.30	\$943.80
Pruning Shrubs And Trees: Shrub Pruning 2x Tree Pruning Up To 12' 1x	2.00	EACH	\$3,842.39	\$7,684.78
Spring Clean Up: Cut Ornamental Grasses Back, Remove Pine Needles, And Blow Debris Out Of Beds	1.00	EACH	\$9,605.22	\$9,605.22
Fall Clean Up: Leaf Removal From All Landscape Areas, Cut Back Herbaceous Perennials	1.00	EACH	\$7,819.21	\$7,819.21
Turf Fertilization And Broadleaf Herbicide: Season Long Duration Fertilizer (270 Day Release) Pre-emergent To Control Crabgrass 3 Broadleaf Herbicide Applications	3.00	EACH	\$5,238.14	\$15,714.42
Spring Pre-emergent Herbicide: Application To Landscape Beds:	1.00	EACH	\$1,663.27	\$1,663.27
Aeration Of All Turf Areas:	2.00	EACH	\$2,537.36	\$5,074.72
Irrigation Checks/Repair Time: 20 Hours Per Occurrence Total Of 480 Hours For The Season.	24.00	EACH	\$1,361.38	\$32,673.12
Irrigation System Spring Start Up:	1.00	EACH	\$2,961.14	\$2,961.14
Irrigation System Winterization: (1 Time)	1.00	EACH	\$6,867.36	\$6,867.36
Native Grass Field Mowing: (1 Occurrences) Includes String Trimming Around Obstacles Such As Trees Include String Trimming Of Fence Lines Includes Spraying Herbicide Along Fence Lines And Around Posts	1.00	EACH	\$3,231.34	\$3,231.34
Native Grass Beauty Band Mowing: (6 Occurrences) Mow A 3'-6' Wide Band Along Sidewalks, Turf Areas, And Fence Lines That Are Adjacent To Native Grass Fields.	6.00	EACH	\$1,862.89	\$11,177.34
Tennis & Basketball Court Maintenance	52.00	EACH	\$40.75	\$2,119.00
Volleyball Courts Maintenance	30.00	EACH	\$36.22	\$1,086.60
Skate Park Maintenance	52.00	EACH	\$38.34	\$1,993.68
Skate Park Pressure Wash	1.00	EACH	\$869.38	\$869.38
Softball Field Grooming	26.00	EACH	\$24.15	\$627.90
Shredded Wood Mulch - Refresh Mulch Up To 35 Yards	1.00	LS	\$9,369.93	\$9,369.93
Trash And Dog Station Services	104.00	EACH	\$397.93	\$41,384.72
Pond Litter Removal - Inside Excludes Crystal Lake Park	2.00	EACH	\$401.45	\$802.90
Softball Field Striping	6.00	EACH	\$62.09	\$372.54
Winter Watering- Trees: (5 Occurrences) 10 Gallons Per Caliper Inch Per Application For Trees (15 Trees Only)	5.00	EACH	\$182.36	\$911.80

Total Bid Price: \$219,652.97

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

January – 5%	\$10,982.65
February – 5%	\$10,982.65
March – 5%	\$10,982.65
April – 10%	\$21,965.30
May – 10%	\$21,965.30
June – 10%	\$21,965.30
July – 10%	\$21,965.30
August – 10%	\$21,965.30
September – 10%	\$21,965.30
October – 10%	\$21,965.30
November – 10%	\$21,965.30
<u>December – 5%</u>	<u>\$10,982.62</u>
Total:	\$219,652.97

ATTACHMENT 3

Department Of Public Health And Environment - Air Quality Control Commission
Regulation Number 29 - Emission Reduction Requirements for Lawn & Garden Equipment
5 CCR 1001-33

PART A Emission Reduction Requirements for Lawn and Garden Equipment

- I. Applicability and general provisions
 - I.A. This part applies to the federal government, state government agencies, and local governments that use lawn and garden equipment, as defined in Section II.
 - I.B. The use restrictions in Section III. do not apply to lawn and garden equipment.
 - I.B.1. Used for the purpose of abating or preventing damage during a declared emergency or equipment used by first responders to provide emergency services.
 - I.B.2. Used for the purpose of fire hazard reduction and post-fire recovery activities in or near the wildland areas or the wildland urban interface.
 - I.B.3. Used for the purpose of riparian, forest, or grassland management.
 - I.B.4. Used for public safety purposes.
 - I.B.5. Nothing in this Section I.B. limits the applicability of the recordkeeping and reporting provisions in Section IV.I.C. Severability. If any section, clause, phrase, or standard contained in these regulations is for any reason held to be inoperative, unconstitutional, void, or invalid, the validity of the remaining portions thereof will not be affected and the Commission declares that it severally passed and adopted these provisions separately and apart.

II. Definitions

- II.A. "Federal government" means the United States and any department, agency, or instrumentality there of as those terms are used in 42 U.S.C. § 7604(e) (February 16, 2024).
- II.B. "Landscaping" means decorative or protective vegetation that enhances appearance surrounding buildings or roadways; areas that enhance appearance and create useable space for outdoor activities around a home; a planned outdoor space set aside for cultivation, display, and enjoyment of herbs, fruits, flowers, vegetables, trees, or ornamental shrubs.
- II.C. "Lawn and garden equipment" means equipment whose primary purpose is to assist with cleanup or maintenance of a lawn or garden area of a property. Examples of this type include, but are not limited to:
- II.C.1. Aerators.
 - II.C.2. Brush cutters.
 - II.C.3. Chainsaws.
 - II.C.4. Dethatchers.
 - II.C.5. Edgers.
 - II.C.6. Generators, when used for lawn and garden services (e.g., charging or operating electric equipment).
 - II.C.7. Hedge trimmers.
 - II.C.8. Leaf blowers.
 - II.C.9. Power washers.
 - II.C.10. Push lawn mowers.
 - II.C.11. Pruners.
 - II.C.12. Rotary tillers.
 - II.C.13. String trimmers.
 - II.C.14. Wood splitters.
- II.D. "Lawn and garden services" means landscaping services, grass/lawn mowing, weeding, grass/lawn trimming, removal and disposal of debris and trash, leaf cleanup and removal, planting or maintenance of any plants (e.g., trees, bushes, hedges, shrubs, flowers, other plants). Lawn and garden services do not include activities such as forest or grassland management.
- II.E. "Local government" means municipalities, county governments, city and county governments, public school districts, and special districts.

- II.F. "Municipality" means a city or town as defined in § 31-1-101(6), C.R.S., (2023).
 - II.G. "Ozone nonattainment area" means an area within Colorado designated by the Commission and approved by the U.S. Environmental Protection Agency under the Code of Federal Regulations Title 40, § 81.306 (November 30, 2021), in which ambient air concentrations exceed the National Ambient Air Quality Standards for ozone.
 - II.H. "Special district" means a quasi-municipal corporation or political subdivision as defined in § 32-1-103(20), C.R.S., (2023).
 - II.I. "State government agency" means any agency, board, bureau, commission, department, division, institution, or office of the executive or judicial departments of state government, including institutions of higher education, located within the state of Colorado.
- III. Use restrictions
- III.A. Beginning June 1, 2025, no state government agency in Colorado can use gasoline-powered push and hand-held lawn and garden equipment with an internal combustion engine smaller than 19 kW (25 horsepower) between June 1 and August 31 of each year.
 - III.B. Beginning June 1, 2025, neither the federal government nor any local government can use gasoline-powered push and held-held lawn and garden equipment with an internal combustion engine smaller than 7 kW (10 horsepower) between June 1 and August 31 of each year in the ozone nonattainment area.
 - III.C. The restrictions in Sections III.A. and III.B. also apply to lawn and garden services contracted for and provided to the federal government, a state government agency, or a local government.
- IV. Recordkeeping and reporting
- IV.A. State government agencies, local governments, and the federal government must maintain records for five (5) years demonstrating compliance with Sections III.A. through III.C. Records must be made available to the Division upon request.
 - IV.B. On or before June 1, 2026, and June 1 of each year thereafter, all state government agencies, local governments, and federal government conducting or contracting for lawn and garden services subject to Section III. must submit information for the preceding calendar year (e.g., for the June 1, 2026, report submit information for the period of June 1, 2025, through August 31, 2025) using a Division-approved format. The report must include:
 - IV.B.1. A list of all gasoline-powered push and hand-held lawn and garden equipment with an internal combustion engine smaller than 19 kW (25 horsepower) used or potentially used by the state government agency from June 1 to August 31.
 - IV.B.2. A list of all gasoline-powered push and hand-held lawn and garden equipment with an internal combustion engine smaller than 7 kW (10 horsepower) used or potentially used by the federal government or local government within the ozone nonattainment area from June 1 to August 31.
 - IV.B.3. For the equipment listed in Section IV.B.1. and IV.B.2.,
 - IV.B.3.a. The lawn and garden equipment type, horsepower, manufacturer.

- IV.B.3.b. For gasoline-powered equipment used during the June 1 through August 31 time period, documentation demonstrating the circumstances requiring the use of such equipment such as supply chain issues, need for heavy-duty scale equipment, or a purpose listed in Section I.B.
 - IV.B.4. The company name and designated contact person for the lawn and garden services contractor(s), if applicable, and description of the services (e.g., list of activities, duration, frequency, expected equipment use) provided.
- IV.C. Each report must be accompanied by a certification by a responsible official that, based on information and belief formed after reasonable inquiry, the statements and information in the document are true, accurate, and complete.



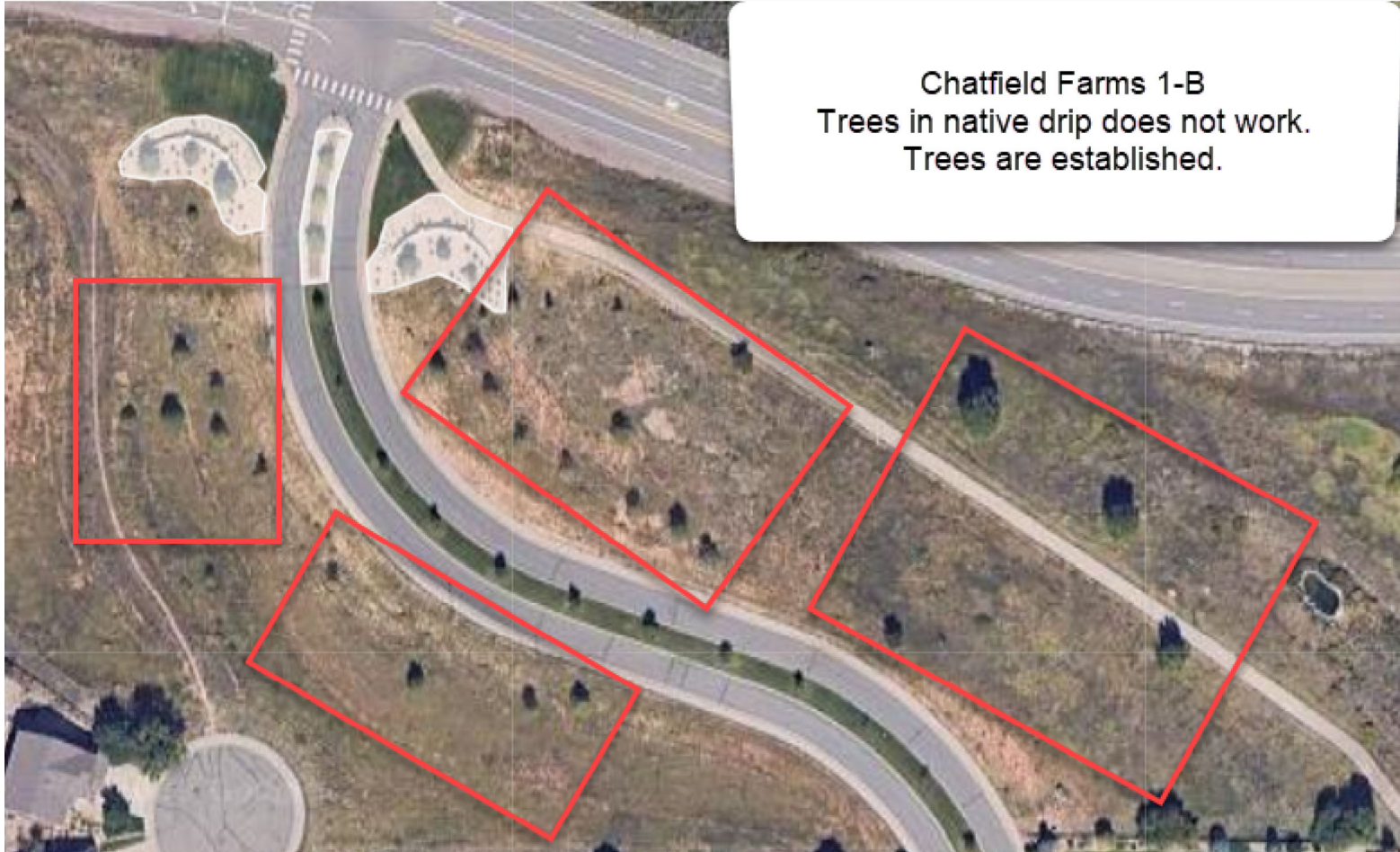
11479 Pine Dr
 Parker, CO, 80134-7308
 (303) 814-9097
 renovationslandscaping@gmail.com
 www.renovationslandscaping.com

Estimate

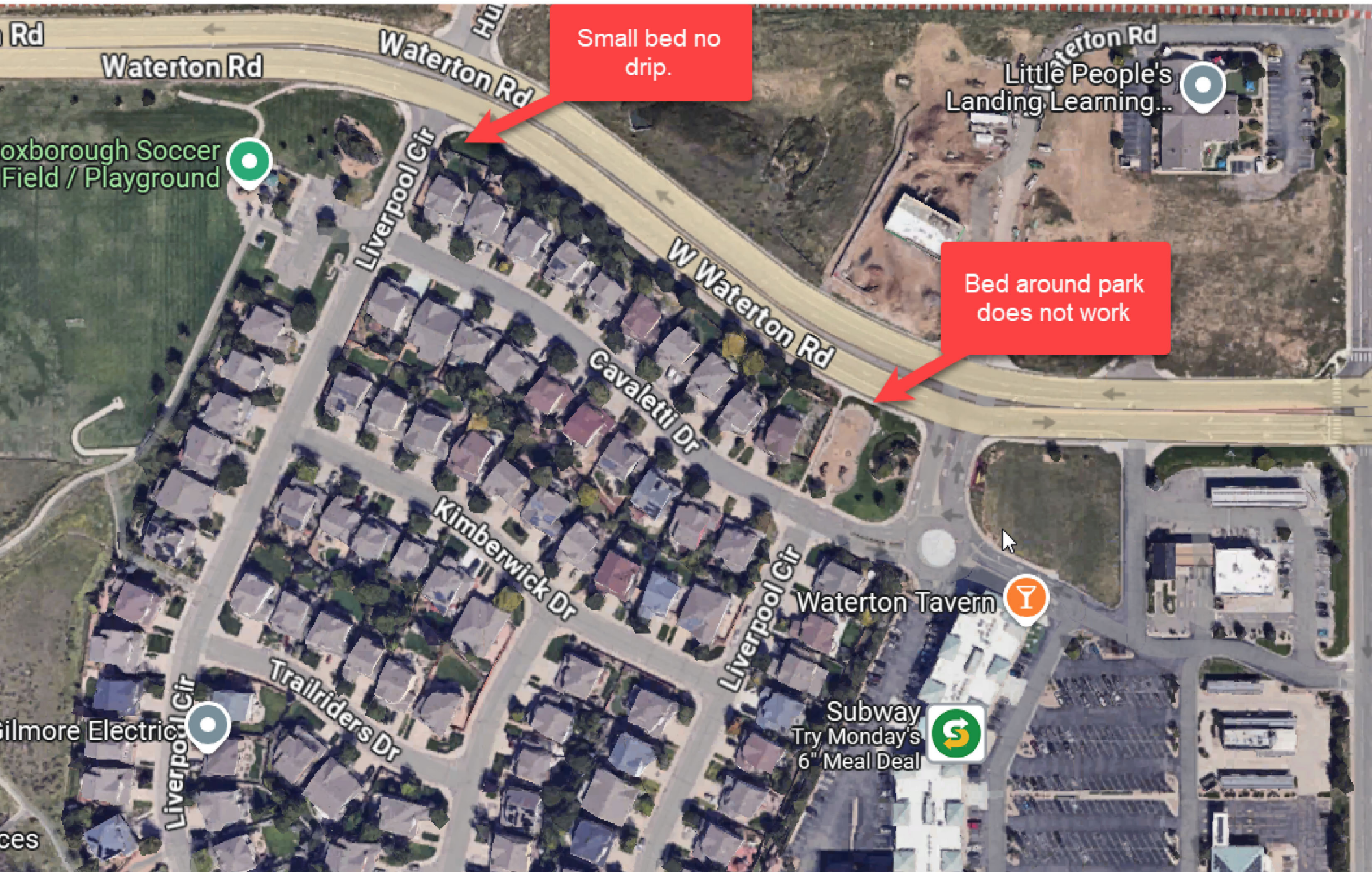
For: Peggy Ripko
 pripko@sdmsi.com
 (303) 987-0835

Estimate No: 1136
Date: 01/21/2025

Description	Quantity	Rate	Amount
Veneer pillar encasement Encase existing metal pillars (x4) around gazebo in playground area - cost includes square construction of and build up of the enclosure to ensure structural integrity and longevity. Reinforcement of the constructed base will occur as well as affixing the new build up to the existing structure. Cost also includes installing matching natural stone veneer and matching caps to that of the existing retaining wall in the area. Build up will occur to a height of three feet. If desired, a build up to four feet high can be accomplished, however the cost per pillar will increase to \$3,400 each.	4	\$2,800.00	\$11,200.00
		Subtotal	\$11,200.00
		Includes TAX 8%	\$829.63
		Total	\$11,200.00
Total			\$11,200.00



Chatfield Farms 1-B
Trees in native drip does not work.
Trees are established.



Small bed no drip.

Bed around park does not work

Waterton Rd

Waterton Rd

Waterton Rd

Little People's Landing Learning...

oxborough Soccer Field / Playground

Liverpool Cir

W Waterton Rd

Cavaletti Dr

Kimberwick Dr

Waterton Tavern

ilmore Electric

Liverpool Cir

Trailriders Dr

Liverpool Cir

Subway
Try Monday's 6" Meal Deal

ces



N Crystal Lake Dr

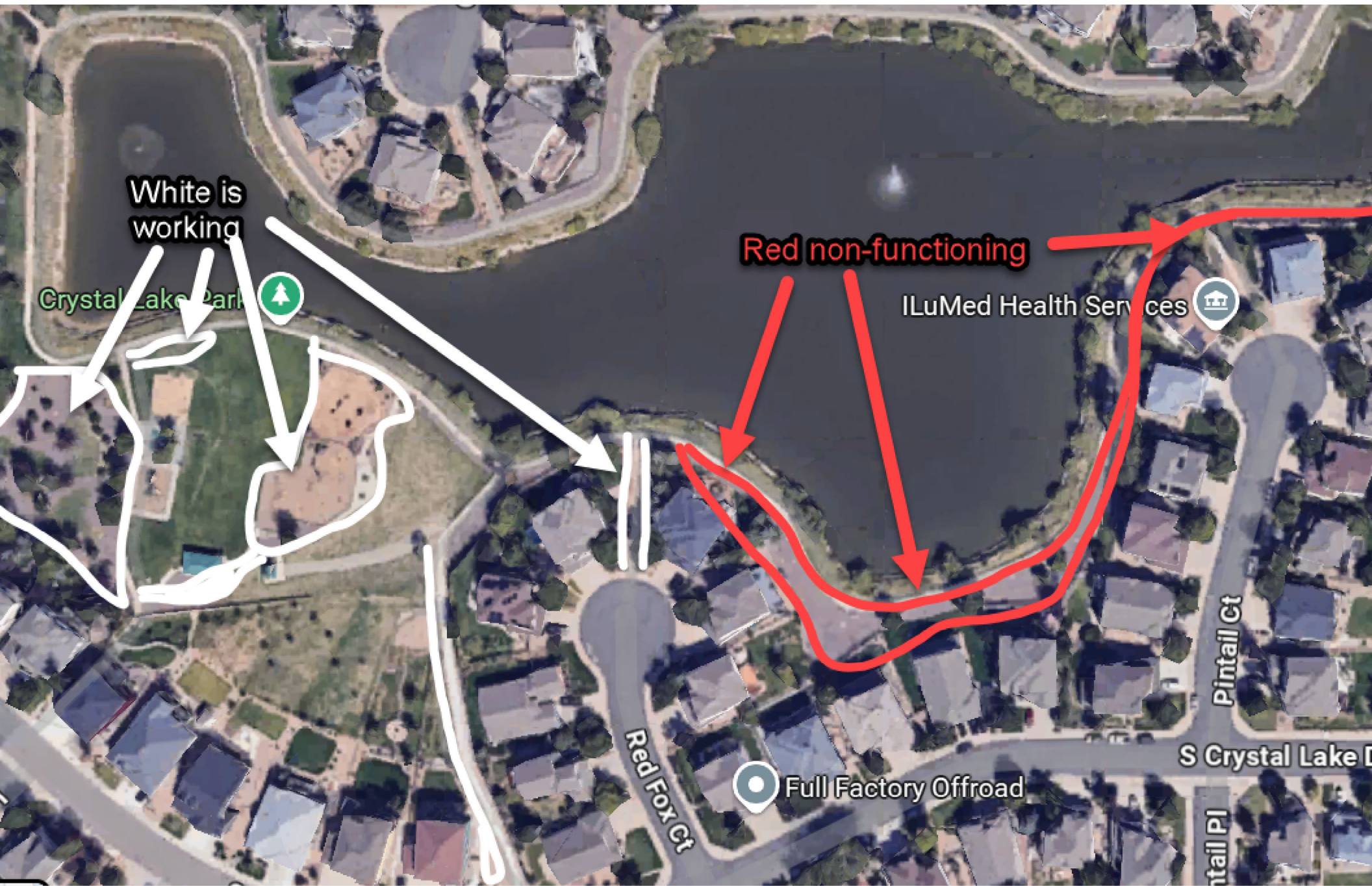
Coyote Pl

Red non-functioning

White is working

Crystal Lake Park

ILuMed Health Services



White is working

Red non-functioning

Crystal Lake Park

ILuMed Health Services

Red Fox Ct

Pintail Ct

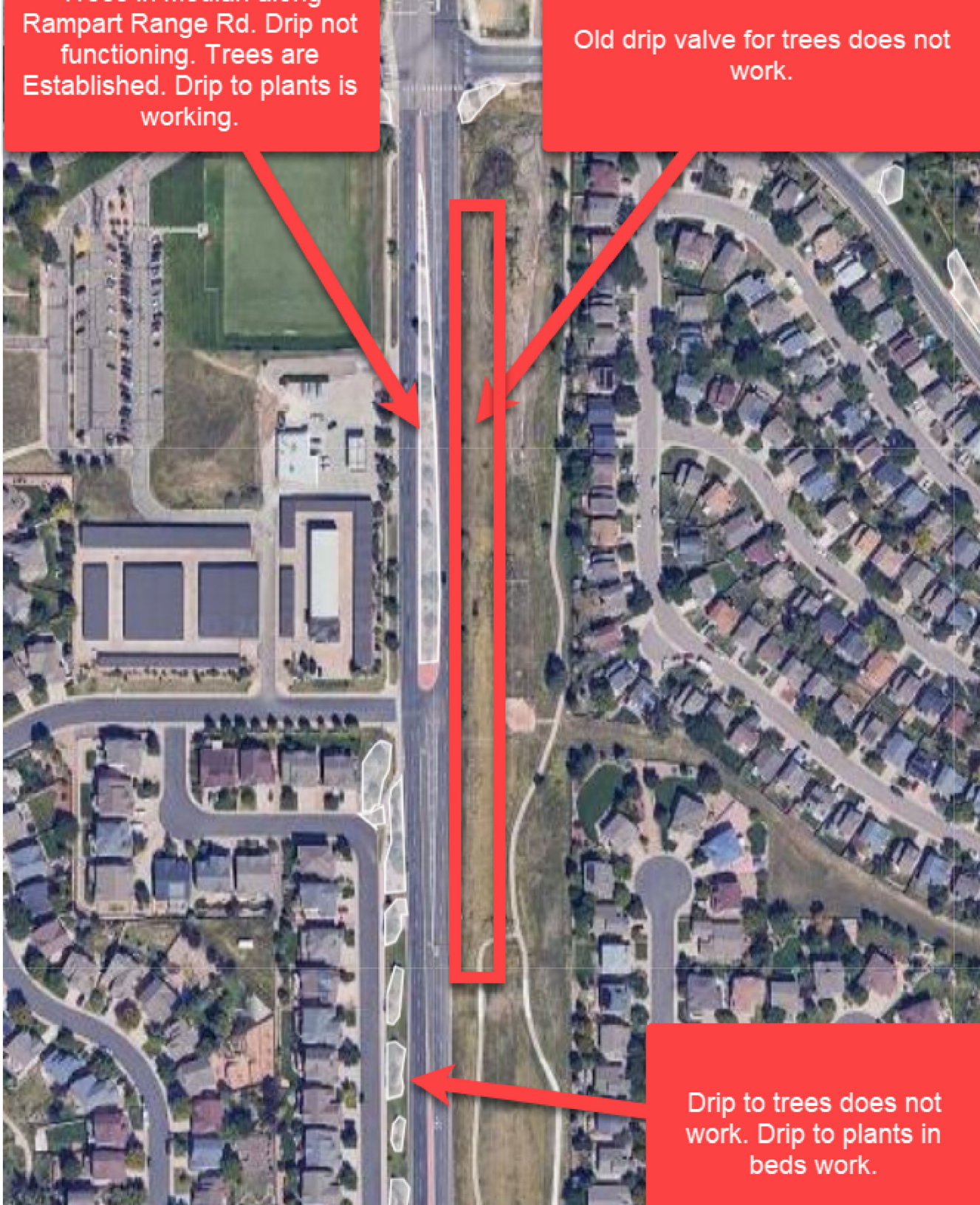
S Crystal Lake Dr

Full Factory Offroad

Pintail Pl

Rampart Range Rd. Drip not functioning. Trees are Established. Drip to plants is working.

Old drip valve for trees does not work.



Drip to trees does not work. Drip to plants in beds work.

Drip to trees in native
East side Rampart
Range Rd. Does not
work trees are
established.
(2 Zones)





Safeway South
Drip to trees does not
work. Drip to highlighted
bed does work.



Drip at soccer field
last 2 trees does
not work.



Website changes:

Move Board of Directors under About

Move Committees under About

Move Service Plan, Master Plan, Transparency Notice, Code of Conduct, License and Easement Agreements, Intergovernmental Agreements under new 'Other Documents' Menu item

Move Maps under About

Change Documents and Information to 'Meetings and Documents'

Move Board Meetings under 'Meetings and Documents' and rename to 'Meetings'

Add Operations Committee scope:

The Operations Committee is a standing committee whose purpose is to help run the day-to-day operational and administrative affairs to ensure the District operates smoothly and efficiently. Ephram Glass, the District President, and Debbie Prysby, the District Vice President, are the current members of the Operations Committee.

Add Signage Committee scope:

The Signage Committee is a standing committee charged with evaluating signage matters within the District and makes recommendations to the Board on style, size, design, content, and location of signs to be installed within the District. The Committee also communicates and coordinates with, provides information to and receives information from, and provides day-to-day direction to, the District's professional consultants and District management on signage matters within the District. Debbie Prysby, the District Vice President, and Mark Rubic, the District Treasurer, are the current members of the Signage Committee.

Potential Hire details:

Expected hours based on currently performed by board members: 16-17 hours per week

Items not included that are currently performed by SDMS:

- Meetings
 - Room booking
 - A/V equipment setup
 - Attendance verification prior to meetings
 - Regular meeting minutes
- Some proposals
- Grant management
- Signage efforts
- Social media posting

Items not performed by board members or SDMS:

- Event initiation and management
- Pursuit of desired collaborations
 - Outreach to neighboring organizations to provide additional recreational benefits for residents (e.g. Chatfield Farms Botanic Gardens and CSA)
 - Organization of a farmers market
 - Outreach to trail organizations, like VOC, to get input or help adding a trail on the hogback and to Rox State Park