

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT

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

NOTICE OF 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 26, 2025

TIME: 6:00 p.m.

LOCATION: Zoom Meeting

<https://us02web.zoom.us/j/86267550643?pwd=V3RnRGRtWkRyUjZZc1VMWTJFZjFHdz09>
Meeting ID: 862 6755 0643
Passcode: 987572

** 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.*

**The meeting Code of Conduct can be found here:*

<https://roxvillagemetro.colorado.gov/documents-and-information/code-of-conduct>

I. ADMINISTRATIVE MATTERS (5 minutes)

A. Disclosure of Potential Conflicts of Interest

B. Additions/Deletions/Approval of Agenda

II. PUBLIC COMMENTS/HOMEOWNER REQUESTS (15 minutes) *

- 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. Questions may be asked of the Board but will not be answered at this time. Please refer to the Meeting Code of Conduct ([which follows the agenda](#)) for additional guidelines.
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III. CONSENT AGENDA – (5 minutes) *

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

Board Meeting Minutes (enclosures):

- A. October 30, 2024 (updated enclosure)
 - B. November 20, 2024
 - C. December 4, 2024 (updated enclosure- 2.24.25)
 - D. December 18, 2024 (updated enclosure)
 - E. January 28, 2024
 - F. February 2, 2024
 - G. February 19, 2024 (new enclosure)
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IV. OPERATIONS MATTERS

- A. Discussion regarding snow removal services (updated enclosure- 2.25.25).

- B. Consider contracting with Game-Set-Match for tennis court maintenance in 2025 (enclosure).

- C. Review and approve invoice from Mission Communications (added enclosure)

- D. Other

VI. LEGAL MATTERS

- A. Ratify the 1st Amendment to the N&D Tree Agreement (enclosure).

- B. Discuss and consider putting a measure on the May ballot for the District to maintain HOA owned property and determine what language should be utilized (updated enclosure).

- C. Consider resuming maintenance services of HOA owned areas for Arrowhead Shores, Roxborough Village 1st, and Filing 14B HOAs (new enclosure- 2.24.25).

- D. Consider approval of 2025 Landscape Contract (enclosure).

VII. PUBLIC COMMENTS/HOMEOWNER REQUESTS (15 minutes)*

- 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. 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.
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VIII. ADJOURNMENT

**THE NEXT REGULAR MEETING IS SCHEDULED FOR WEDNESDAY,
MARCH 19, 2025**

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
MEETING CODE OF CONDUCT

This Meeting Code of Conduct supersedes any prior written or verbal policy or practice regarding Board member and public conduct during a Board meeting.

1. Public Comment — General

- a. Public comment will be routinely held at the Board’s regular and special meetings (including study sessions), unless the Board determines by affirmative majority vote not to provide for public comment. In general, public comment will be held near the beginning and near the end of a meeting.
- b. Speakers shall address the entire Board, not an individual Board member. A speaker may speak on any topic regardless whether it is on the agenda provided that the topic is relevant to the District.
- c. Each speaker shall have three (3) minutes. A speaker may not give part of his/her time to another speaker. The total time allotted for public comment is fifteen (15) minutes, unless otherwise extended by an affirmative majority vote of the Board. Each speaker may speak only once. Only one speaker will be acknowledged at a time.
- d. Speakers will be taken in order of sign-in, as time allows. Priority will be given to District residents if any speakers are non-residents, unless a non-resident is attending at the Board’s request.

2. Public Comment — Specific

- a. Any agenda item may have public comment added to it by the affirmative majority vote of the Board.
- b. If an agenda contains a specific item for public comment, such as an annual budget hearing, public comments will only be permitted during that specific agenda item.
- c. The Board may by affirmative majority vote add a Question-and-Answer session to any agenda item for the purpose of having a more engaged discussion with the public on that agenda item. The total time allotted for a Question-and-Answer session is fifteen (15) minutes, unless otherwise extended by an affirmative majority vote of the Board.

3. Manner of Addressing the Board

- a. All speakers must give their name and identify themselves as: i) a District resident and state their address; ii) a non-resident doing business within the District and state their business name and address; or, iii) a non-resident and non-business speaker. Any speaker who refuses to give their name or otherwise identify themselves cannot address the Board.

- b. Except for a Question-and-Answer session, the Board will not discuss or debate an item with a speaker or with one another, but will refer the item to staff for follow-up as appropriate.
- c. If a Board member asks a clarifying question of a speaker, only the Board member and the speaker are permitted to discuss the clarifying question.
- d. All speakers must respect the public nature of the forum, and the limited purpose of the forum to conduct the business of the District, by using language that is free from profanity or expletives.
- e. No speaker may make direct or implied threats of violence or harm.

4. Written Public Comment

- a. Any member of the public may submit his/her comments in writing to the District Manager by 1:00 p.m. the day before a scheduled Board meeting, to be included in the meeting packet or post-packet items. The written comments must include the commentor's name and must be identified as "public comment" in order to be included in a meeting packet or post-packet items. If the commentor does not attend the meeting, the commentor's comments will be read aloud by the District Manager as time allows.
- b. In general, Board members will not discuss or debate the item(s) in a written public comment, but will refer such item(s) to staff for follow-up as appropriate.

5. Recording of Meetings

- a. Recording (audio and/or video) of meetings is permitted for both in-person and audio/video meetings.
- b. An attendee recording a meeting shall ensure their device does not interfere with the meeting and is not distracting to the Board or any other attendee.

6. Attendee Conduct

- a. Speakers, whether in-person or attending by audio/video platform, are prohibited from engaging in personal attacks, using verbal or written profanity or obscenities, or engaging in other conduct that disrupts, disturbs, or otherwise impedes the orderly and efficient conduct of the meeting. Similarly prohibited are overly long, unduly repetitious, or irrelevant remarks that disrupt, disturb, or otherwise impede a meeting by preventing the Board from accomplishing its business in a reasonably efficient manner.
- b. No attendee is permitted to speak outside a public comment period, unless directly addressed by the Board.
- c. No intoxicated or otherwise impaired attendees.

- d. For meetings conducted in part or in whole by audio/video platform —
 - i. All attendees must sign in through the chat.
 - ii. Turning on a video camera is optional for any attendee. All Board members shall, to the extent practical, have their video camera on for the entirety of the public portion of a meeting.
 - iii. All attendees must stay on Mute at all times unless they are called for public comment.
 - iv. All District consultants shall stay on Mute unless the Board has asked them to speak.
 - v. Board members should stay on Mute unless they are speaking.
 - vi. Any chat function on the audio/video meeting will be monitored by the District and used for noting attendance, identifying information for attendees and speakers, and for collecting informal written comments, none of which will constitute an official Board record but will be used to provide information to the Board. The public always has the ability to email, call, or discuss an item in-person with the District Manager or a Board member.

7. Violations

- a. Request by any Board member to cease the conduct — 1st request.
- b. Request by any Board member to cease the conduct — 2nd request.
- c. Request by any Board member to cease the conduct — 3rd request. The attendee will be asked to leave the meeting.
- d. Any threat of violence or harm, whether verbally or through gesture or other mannerism, will result in immediate removal from the meeting and a police report will be filed.
- e. Any attendee with signs of intoxication or impairment may be immediately removed from the meeting.

**MINUTES OF A ~~REGULAR~~-SPECIAL MEETING OF
THE BOARD OF DIRECTORS OF THE
ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
HELD
OCTOBER 30, 2024**

A ~~regular~~-special meeting of the Board of Directors (referred to hereafter as the “Board”) of the Roxborough Village Metropolitan District (the “District”) was convened on Wednesday, the 30th day of October, 2024 at 6:00 p.m. ~~at the Roxborough Library 8357 N Rampart Range Rd # 200, Littleton, CO 80125~~ and via Zoom. The meeting was open to the public.

CALL TO ORDER

District Manager Ripko called the meeting to order the 6:00 p.m.

ATTENDANCE

Directors In Attendance Were:

Mark Rubic, ~~President~~Treasurer
Debra Prysby, Vice President
Ephram Glass, ~~President~~Treasurer
Travis Jensen, Secretary
Brendan Coupe, Assistant Secretary

Also In Attendance Were:

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

Dino Ross, Esq.; Ireland Stapleton Pryor & Pascoe, P.C.

Angela Christensen; Community Manager for both Associations

Roxborough Village First HOA Board Members

Arienne Gronowski- Altitude Community Law, legal counsel for HOA
Gygnetha Swofford
Debbie McInnis
Joanna Waldenmyer

Arrowhead Shores HOA Board Members

Jonah Hunt- Orten, Cavanagh Holmes & Hunt, LLC, legal counsel for HOA
Chip Harrell
Ron Bendall
Steve Throneberry
Calvin Brown
Nicole Linhardt

**DISCLOSURE OF
POTENTIAL**

Disclosure of Potential Conflicts of Interest: The Board discussed the requirements pursuant to the Colorado Revised Statutes to disclose any potential

CONFLICTS OF INTEREST

conflicts of interest or potential breaches of fiduciary duty to the Board of Directors and to the Secretary of State. District Manager Ripko noted that a quorum was present and requested that members of the Board disclose any potential conflicts of interest with regard to any matters scheduled for discussion at this meeting and incorporated for the record those applicable disclosures made by the Board members prior to this meeting in accordance with the statute. Director Travis Jensen is in 14B HOA and has a conflict of interest as he is on both Boards.

ADMINISTRATIVE MATTERS

Agenda: District Manager Ripko reviewed with the Board the proposed Agenda. Following discussion, upon motion duly made by Director Prysby, seconded by Director Glass, and, upon vote, unanimously carried, the Board approved the Agenda.

PUBLIC COMMENTS

Homeowners Requests/Comments: The Board and the audience members discussed the Board’s intent to cease providing the HOA maintenance services on January 1, 2025, and a possible May 2025 election on the maintenance issue.

AGENDA PRIORITIES

~~**Concrete/Asphalt Project Proposals:** The Board deferred discussion at this time.~~

~~**HOA Cost Allocation:** The Board discussed potential dates for meetings with the Boards of the three HOAs.~~

~~**Playground Equipment Replacement:** No action was taken at this time.~~

~~**Douglas County Waterton Road Safety:** Review notes from Director Glass’ email.~~

~~**Executive Homes Detention Pond:** Douglas County is considering lowering the outlets.~~

DISCUSSION MATTERS

HOA Cost Allocation for Maintenance Services Letters: The Board discussed the HOA Cost Allocation for Maintenance Services Letters.

OTHER MATTERS

None.

PUBLIC COMMENTS/HOMEOWNER REQUESTS

None.

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ADJOURNMENT

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

Respectfully submitted,

By: _____
Secretary for the Meeting

**MINUTES OF A REGULAR MEETING OF
THE BOARD OF DIRECTORS OF THE
ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
HELD
NOVEMBER 20, 2024**

A regular meeting of the Board of Directors (referred to hereafter as the “Board”) of the Roxborough Village Metropolitan District (the “District”) was convened on Wednesday, the 20th day of November, 2024 at 6:00 p.m. at the Roxborough Library 8357 N Rampart Range Rd # 200, Littleton, CO 80125 and via Zoom. The meeting was open to the public.

CALL TO ORDER

District Manager Ripko called the meeting to order the 6:00 p.m.

ATTENDANCE

Directors In Attendance Were:

Ephram Glass, President
Debra Prysby, Vice President
Mark Rubic, Treasurer
Travis Jensen, Secretary
Brendan Coupe, Assistant Secretary

Also In Attendance Were:

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

Dino Ross, Esq.; Ireland Stapleton Pryor & Pascoe, P.C.

Alisha Bignell; Gemsbok Consulting Inc. (“Gemsbok”) (for a portion of the meeting)

Debbie McInnis, Christine Stahl, Scott Venn, Megan Burch, Joanna, Alan, Kim Dugan, Jessica Martella, and Bill Hallinan; District Residents

Tatiana Kubisa; Member of the Public

**DISCLOSURE OF
POTENTIAL
CONFLICTS OF
INTEREST**

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

ADMINISTRATIVE MATTERS

Agenda: District Manager Ripko reviewed with the Board the proposed Agenda.

Following discussion, upon motion duly made by Director Glass, seconded by Director Coupe, and, upon vote, unanimously carried, the Board approved the Agenda, as amended to move the discussion regarding N&D Tree Care to Legal Matters, remove the discussion of amended invoices, and move Public Comment to before the Budget Hearing.

PUBLIC COMMENTS

Homeowners Requests/Comments: Ms. Kubisa requested a memorial bench be placed on the hogback in memory of her late husband. The Board expressed their condolences; the bench was not approved as the District does not have a system in place and requests have been denied in the past.

BUDGET HEARING

Homeowners Association (HOA) Cost Allocation for Maintenance: The Board discussed the responses received concerning the HOA cost allocation for maintenance.

Following discussion, upon motion duly made by Director Rubic, seconded by Director Coupe and, upon vote, carried with Directors Rubic, Coupe, and Glass, in favor and Directors Jensen and Prysby opposed, the Board approved moving forward with a 2025 Draft Budget which does not allocate funds for maintenance of HOA areas, stating community meetings will be held in early 2025 to get homeowner input..

Public Hearing on 2025 Budget: Director Glass opened the public hearing to consider the proposed 2025 Budget and to discuss related issues.

It was noted that Notice stating that the Board would consider adoption of the 2025 budget and the date, time and place of the public hearing was published pursuant to statute. No written objections were received prior to the public hearing.

No public comments were received, and the public hearing was closed.

The Board reviewed the estimated 2024 expenditures and the proposed 2025 expenditures.

Upon motion duly made by Director Prysby, seconded by Director Glass, and upon vote unanimously carried, the Board approved the 2025 Budget, as amended, and considered adoption of Resolution No. 2024-11-01 to Adopt the 2025 Budget and Appropriate Sums of Money and Resolution No. 2024-11-02 to Set Mill Levies at 12.087 mills in the General Fund. Following discussion, upon vote unanimously carried, the Board adopted the Resolutions and authorized execution of the Certification of Budget. The District Accountant was directed to transmit the Certification of Tax Levies to the Board of County Commissioners of Douglas County not later than December 15, 2024. District Counsel was directed to

transmit the Certification of Budget to the Division of Local Government no later than January 30, 2025.

CONSENT AGENDA The Board considered the following Board meeting minutes:

- September 10, 2024 Minutes.
- November 12, 2024 Minutes.

Following discussion, upon motion duly made by Director Glass, seconded by Director Rubic, and, upon vote, unanimously carried, the Board approved the Consent Agenda items.

FINANCIAL MATTERS

Claims: The Board considered ratifying the approval of the payment of claims as follows:

Fund	Period Ending October 31, 2024
Total Claims	\$89,399.38

Following discussion, upon motion duly made by Director Glass, seconded by Director Coupe and, upon vote, unanimously carried, the Board ratified approval of the claims.

Unaudited Financial Report: The Board reviewed the unaudited financial report for the period ending October 31, 2024.

Following discussion, upon motion duly made by Director Glass, seconded by Director Coupe, and, upon vote, unanimously carried, the Board accepted the unaudited financial report for the period ending October 31, 2024.

**CONTRACTOR/
CONSULTANT
REPORTS**

Landscaping Updates- CDI Landscape, LLC:

Monthly Report: The Board reviewed the Monthly Report.

Landscaping Services for 2025: The Board deferred this matter to the continued meeting.

Holiday Lights: The holiday lights will be completed as of November 21, 2024.

Drip Irrigation Repair: The Board deferred this matter to the continued meeting..

Engineering Updates- Farnsworth: District Manager Ripko updated the Board on the approved surveys.

LEGAL MATTERS

DC2's Invoice: The Board deferred this matter to the continued meeting.

Farnsworth Bill Overage: The Board deferred this matter to the continued meeting.

Fences: The Board deferred this matter to the continued meeting.

Memorial Bench: The Board discussed establishing a memorial bench/item policy and a donor's request for a memorial bench on the hogback.

District Employees: The Board deferred this matter to the continued meeting.

Douglas County Zoning Resolution Amendment: The Board deferred this matter to the continued meeting.

District Contracts: The Board deferred this matter to the continued meeting.

Other: None.

**CONTINUATION
OF MEETING**

Upon motion made by Director Prysby, seconded by Director Coupe, and upon vote, unanimously carried, the meeting was continued to Wednesday, December 4, 2024 at 6:00 p.m.

Respectfully submitted,

By: _____
Secretary for the Meeting

**MINUTES OF A CONTINUED ~~SPECIAL-REGULAR~~ MEETING OF
THE BOARD OF DIRECTORS OF THE
ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
HELD
DECEMBER 04, 2024**

A ~~special-regular~~ meeting of the Board of Directors (referred to hereafter as the “Board”) of the Roxborough Village Metropolitan District (the “District”) was convened on Wednesday, the 4th day of December, 2024 at 6:00 p.m. at via Zoom. The meeting was [a continuation of the November 20, 2024 regular meeting and was open to the public.](#)

CALL TO ORDER

District Manager Ripko called the meeting to order the 6:05 p.m.

ATTENDANCE

Directors In Attendance Were:

Ephram Glass, President
Debra Prysby, Vice President
[Mark Rubic, Treasurer](#)
Travis Jensen, Secretary
Brendan Coupe, Assistant Secretary

Also In Attendance Were:

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

Dino Ross, Esq.; Ireland Stapleton Pryor & Pascoe, P.C.

**DISCLOSURE OF
POTENTIAL
CONFLICTS OF
INTEREST**

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

**ADMINISTRATIVE
MATTERS**

Agenda: District Manager Ripko reviewed with the Board the proposed Agenda.

Following discussion, upon motion duly made by Director Glass, seconded by Director Jensen, and, upon vote, unanimously carried, the Board approved the Agenda and excuse the absence of Director Rubic.

AGENDA

Construction Agreement with Chavez Services: The Board discussed the

PRIORITIES

construction agreement with Chavez Services.

Playground Equipment: The Board discussed the playground equipment replacement for the proposed Community Park playground site.

Agreement with Ace Tree Care: The Board discussed canceling the agreement with Ace Tree Care for wildfire mitigation and consider an agreement with N&D Tree.

Following discussion, upon motion duly made by Director Glass, seconded by Director Jensen, and, upon vote, unanimously carried, the Board rescinded the agreement with Ace Tree Care for wildfire mitigation and approved an agreement with N&D Tree.

Chatfield Farms/Marketplace Playground: The Board discussed the replacement of spinner replacements in Chatfield Farms/Marketplace playground.

Following discussion, upon motion duly made by Director Glass, seconded by Director Jensen, and, upon vote, unanimously carried, the Board approved the estimate from Rocky Mountain Recreation.

Executive Homes Detention Pond: Ms. Ripko provided an update to the Board on status of the Executive Homes detention pond.

OPERATION AND MAINTENANCE MATTERS

District Management Updates:

Community Permits: The Board reviewed the list of current approved and requested community permits.

SDMS Monthly Report: Ms. Ripko presented the monthly report to the Board.

General Communications to District or CORA Requests: None.

Status of District Website: Ms. Ripko reported the website is 99% compliant; we have a list of items that need to be remediated which will be done prior to the July 2025 deadline.

General Update:

Chatfield Farms Planter Project: Ms. Ripko updated the Board on the status Chatfield Farms Planter project.

General Repairs and Maintenance of Existing Playground Equipment: Ms. Ripko reported the inspection for Crystal Lake Playground was done in error. A list of needed repairs drafted and an RFP has been sent out to potential vendors for the purpose of pricing repairs.

Turf Replacement/Xeriscape Contract: Director Glass provided an update on the turf replacement/xeriscape contract.

**DIRECTOR
MATTERS**

Signage Committee: The Board discussed an update from the Signage Committee.

Environmental Committee: The Board discussed an update from the Environmental committee. The Board approved the purchase of hoses and ancillary supplies to water the greenhouse from the school spigot during the winter in an amount not to exceed \$200.

Other: The Board discussed the replacement of irrigation box lids, and agreed that they will not have CDI replace irrigation box lids at this time.

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OTHER MATTERS

Action Items: None.

ADJOURNMENT

There being no further business to come before the Board at this time, the meeting was adjourned.

Respectfully submitted,

By: _____
Secretary for the Meeting

**MINUTES OF A REGULAR MEETING OF
THE BOARD OF DIRECTORS OF THE
ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
HELD
DECEMBER 18, 2024**

A regular meeting of the Board of Directors (referred to hereafter as the “Board”) of the Roxborough Village Metropolitan District (the “District”) was convened on Wednesday, the 18th day of December, 2024 at 6:00 p.m. at the Roxborough Library 8357 N Rampart Range Rd # 200, Littleton, CO 80125 and via Zoom. The meeting was open to the public.

CALL TO ORDER

District Manager Ripko called the meeting to order the 6:00 p.m.

ATTENDANCE

Directors In Attendance Were:

Ephram Glass, President
Debra Prysby, Vice President
Mark Rubic, Treasurer
Travis Jensen, Secretary
Brendan Coupe, Assistant Secretary

Also In Attendance Were:

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

Dino Ross, Esq.; Ireland Stapleton Pryor & Pascoe, P.C.

J.C. Cundall; Farnsworth Group, Inc.

Daniel Levine and Damon Barker; Consolidated Divisions, Inc. d/b/a CDI Environmental Contractor (“CDI”) (for a portion of the meeting)

Alisha Bignell; Gemsbok Consulting Inc. (“Gemsbok”) (for a portion of the meeting)

Steve Throneberry and Thiago Hoffman; District Residents (for a portion of the meeting)

**DISCLOSURE OF
POTENTIAL
CONFLICTS OF
INTEREST**

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

ADMINISTRATIVE MATTERS

Agenda: District Manager Ripko reviewed with the Board the proposed Agenda.

Following discussion, upon motion duly made by Director Glass, seconded by Director Coupe, and, upon vote, unanimously carried, the Board approved the Agenda, as amended.

PUBLIC COMMENTS

Homeowners Requests/Comments: Mr. Throneberry and Mr. Hoffman asked about snow removal in the HOA areas.

CONSENT AGENDA

The Board considered the following Board meeting minutes:

- ~~October 16, 2024~~
- ~~October 30, 2024~~
- November 12, 2024
- December 3, 2024
- Change Order to Service Agreement for Holiday Lights.

Following discussion, upon motion duly made by Director Prysby, seconded by Director Glass, and, upon vote, carried with Directors Rubic, Coupe, Glass, Prysby and voting yes and Director Jensen abstaining, the Board approved the Consent Agenda items.

FINANCIAL MATTERS

Claims: The Board considered ratifying the approval of the payment of claims as follows:

Fund	Period Ending November 30, 2024
Total Claims	\$100,051.10

Following discussion, upon motion duly made by Director Glass, seconded by Director Prysby and, upon vote, unanimously carried, the Board ratified approval of the claims.

Unaudited Financial Report: The Board reviewed the unaudited financial report for the period ending November 30, 2024.

Following discussion, upon motion duly made by Director Glass, seconded by Director Prysby, and, upon vote, unanimously carried, the Board accepted the unaudited financial report for the period ending November 30, 2024.

CONTRACTOR/CONSULTANT REPORTS

Landscaping Updates- CDI Landscape, LLC:

Monthly Report: The Board reviewed the Monthly Report.

Holiday Lights: The Board discussed the holiday lights.

Engineering Updates- Farnsworth:

Community Park Parking Lot Permit Application: The Board ~~reviewed a Community Park parking lot permit application~~ directed Farnsworth to have the updated permit to be reviewed at the January 15, 2025 meeting.

Other: None.

LEGAL MATTERS

Farnsworth Bill Coverage: The Board discussed the Farnsworth bill for coverage on GIS work. No action was required.

Fences: Ms. Ripko provided an update to the Board regarding the downed fences on Douglas County owned property but maintained by the District. Ms. Ripko reported Douglas County stated they do not do enforcement and referred the District to the Sheriff. SDMS is confirming addresses of the damages and will submit the information to the Sherriff's office.

Douglas County Snow Removal: The Board discussed whether to continue snow removal on Douglas County owned property that does not front District managed property. The Board agreed to continue snow removal services on Douglas County property.

Landscaping Services for 2025: The Board discussed a Service Agreement for Landscaping Services for 2025. The Board noted the Operations Committee will work with Consolidated Divisions, Inc. to clarify the agreement and scope of work.

Sterling Ranch's Proposed Waterton Business Park: Director Glass reviewed the Sterling Ranch's proposed Waterton Business Park with the Board.

Urban Drainage Regarding Executive Homes Drainage Issue: There no updates at this.

Other: None.

**AGENDA
PRIORITIES**

Sterling Ranch's Plan to Move the Roxborough Library: The Board discussed the Sterling Ranch's plan to move the Roxborough Library to their own building.

Town Hall Meetings: The Board discussed scheduling the town hall meetings in January to discuss maintaining HOA owned property. The Board suggested holding presentations and hold the meeting at the fire stations.

Other: None.

OPERATION AND

District Management Updates:

MAINTENANCE MATTERS

Stormwater Trickle Ditch Along Rampart Range Rd.: The Board discussed the cleaning out the stormwater trickle ditch along Rampart Range Rd. The Board directed Director Glass to obtain estimate from JPL, Inc. to clean out the stormwater trickle ditch along Rampart Range Rd.

Community Permits: The Board reviewed the list of current approved and requested community permits.

SDMS Monthly Report: Ms. Ripko presented the monthly report to the Board.

General Communications to District or CORA Requests: No action needed.

E-mail Correspondence Regarding Snow Removal: The Board reviewed the E-mail correspondence regarding snow removal.

Invoice from Foothills Park & Recreation: The Board reviewed the monthly invoice from Foothills Park & Recreation re: November 2024 Roxborough Village Resident Use.

Status of District Website: Ms. Ripko provided an update regarding the status of District Website.

General Update:

Chatfield Farms Planter Project: Ms. Ripko reported the Chatfield Farms Planter project is completed.

General Repairs and Maintenance of Existing Playground Equipment: Ms. Ripko reported the general repairs and maintenance of existing playground equipment are still ongoing.

Update regarding Xeriscape Project: The Board authorized payment of work completed to date.

RFP for Community Park: Ms. Ripko presented the draft RFP for Community Park. The Board requested additional information to be included.

Signage Committee: The Board discussed an update from the Signage Committee.

Environmental Committee: The Board discussed the estimate from the Environmental Committee for the greenhouse dirt and supplies.

Following discussion, upon motion duly made by Director Prysby, seconded by Director Coupe, and, upon vote, unanimously carried, the Board approved the estimate, not to exceed \$300.

Other: None.

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DIRECTOR MATTERS

OTHER MATTERS

Action Items: ~~None~~

The Board gave direction to Attorney Ross to send a letter regarding damage to District property caused by a third party contractor.

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The Board discussed a bike that has been locked on a bench at Chatfield Farms parking lot. Director Glass will put a note on the bike and have it removed if needed.

Other: None.

ADJOURNMENT

There being no further business to come before the Board at this time, upon motion duly made by Director Jensen, seconded by Director Prysby and, upon vote, unanimously carried, the meeting was adjourned without objection.

Respectfully submitted,

By: _____
Secretary for the Meeting

**MINUTES OF A SPECIAL MEETING (TOWN HALL) OF
THE BOARD OF DIRECTORS OF THE
ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
HELD
JANUARY 28, 2025**

A special meeting (Town Hall) of the Board of Directors (referred to hereafter as the “Board”) of the Roxborough Village Metropolitan District (the “District”) was convened on Wednesday, the 28th day of January, 2025 at 6:00 p.m. at the West Metro Fire Protection District Station 15 Community Room at 6220 N. Roxborough Drive, Littleton, CO 80125 and via Zoom. The meeting was open to the public.

CALL TO ORDER

District Manager Ripko called the meeting to order the 6:00 p.m.

ATTENDANCE

Directors In Attendance Were:

Ephram Glass, President
Debra Prysby, Vice President
Mark Rubic, Treasurer
Travis Jensen, Assistant Secretary
Brendan Coupe, Assistant Secretary

Also In Attendance Were:

Peggy Ripko; Special District Management Services, Inc. (“SDMS”)
[Dino Ross, Esq.; Ireland Stapleton Pryor and Pascoe, P.C.](#)

Homeowners In Attendance Were:

Robin Woolley
Jeff Leal
Christine & Scott Venn
Justin Capanna
Michelle & Jared
Dan and Cynthia
[Mark Rubic](#)
Joshua Barnes
Jeremy Taylor
iPhone (2)
Ron
Jessica Martella
ashly
Marianne Schenk
Kim Gaworowski
William Finn
Theresa Daus-Weber
Megan Burch she/her
Tony

Will Morgan
Cory Calvert
Samsung SM-X210
Michelle McMahon
adolphsteinbach
Chad Bergman
iPhone (2)
J. Marink
v mistry (iPhone)
Farshad Behbahani
Julia
Gregory Reynolds
Farshad Behbahani
Megan
Michelle McMahon
C. Russell
Edgar's iPhone
Michelle & Jared
Farshad Behbahani
Steve Thornberry
Bob Mello
Scott & Debbie McInnis
Zach & Lindsay Hildegard
Kevin & Jeanette McClellan
Daniella Lee
Hrncir
Fran Santagata
Michael Hruza
Steve Becker
Ester Becker
Jack Grissom
Julie Grissom

**DISCLOSURE OF
POTENTIAL
CONFLICTS OF
INTEREST**

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

**ADMINISTRATIVE
MATTERS**

Agenda: District Manager Ripko reviewed with the Board the proposed Agenda.

**PRESENTATION
OF DISTRICT HOA
MAINTENANCE
ISSUES**

The Board, District Manager Ripko, and Attorney Ross made a PowerPoint presentation that ~~consultants~~ gave an overview of issues with the District maintaining HOA-owned property.

**PUBLIC
COMMENTS**

The Board, District Manager Ripko, and Attorney Ross -answered questions from the attendees in the room and on zoom, as needed. The presentation was recorded to be uploaded to the District website.

**PUBLIC
COMMENTS/
HOMEOWNER
REQUESTS**

None.

ADJOURNMENT

There being no further business to come before the Board at this time, upon motion duly made and seconded, upon vote, unanimously carried, the meeting was adjourned ~~without objection~~.

Respectfully submitted,

By: _____
Secretary for the Meeting

**NOTES FROM TOWNHALL HELD
FEBRUARY 2, 2025**

The Town Hall was scheduled and posted as a special meeting of the Board of Directors (referred to hereafter as the “Board”) of the Roxborough Village Metropolitan District (the “District”) to be held on Sunday, the 2nd day of February, 2025 at 6:00 p.m. at the West Metro Fire Protection District Station 15 Community Room at 6220 N. Roxborough Drive, Littleton, CO 80125 and via Zoom. The special meeting would be open to the public. Due to a lack of quorum, the special meeting could not be held; however, beginning at 6:00 p.m. Board members Ephram Glass and Debbie Prysby, who were at the Town Hall, provided information about the issues surrounding the District ceasing to provide landscaping and snow removal on land owned by each of three homeowners’ associations. They also answered questions from the attendees. The discussion ended at [REDACTED] p.m.

ADJOURNMENT

There being no further discussion, the Board Members adjourned the Town Hall.

Respectfully submitted,

By: _____
Secretary for the Meeting

**MINUTES OF A SPECIAL MEETING OF
THE BOARD OF DIRECTORS OF THE
ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
NOTES FROM TOWNHALL HELD
FEBRUARY 2, 2025**

~~A-The Town Hall was scheduled and posted as a special meeting of the Board of Directors (referred to hereafter as the "Board") of the Roxborough Village Metropolitan District (the "District") was convened to be held on Sunday, the 2nd day of February, 2025 at 6:00 p.m. at the West Metro Fire Protection District Station 15 Community Room at 6220 N. Roxborough Drive, Littleton, CO 80125 and via Zoom. The special meeting was would be open to the public. Due to a lack of quorum, the special meeting could not be held; however, beginning at 6:00 p.m. Board members Ephram Glass and Debbie Prysby, who were at the Town Hall, provided information about the issues surrounding the District ceasing to provide landscaping and snow removal on land owned by each of three homeowners' associations. They also answered questions from the attendees. The discussion ended at [REDACTED] p.m.~~

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CALL TO ORDER

~~Director Glass called the meeting to order at 6:00 p.m.~~

ATTENDANCE

Directors In Attendance Were:

~~Ephram Glass, President
Debra Prysby, Vice President~~

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**DISCLOSURE OF
POTENTIAL
CONFLICTS OF
INTEREST**

~~**Disclosure of Potential Conflicts of Interest:** The Board discussed the requirements pursuant to the Colorado Revised Statutes to disclose any potential conflicts of interest or potential breaches of fiduciary duty to the Board of Directors and to the Secretary of State. It was noted that there are no Directors' Disclosure Statements to be filed.~~

**ADMINISTRATIVE
MATTERS**

~~**Agenda:** Director Glass reviewed with the Board the proposed Agenda.~~

**PRESENTATION
OF DISTRICT HOA
MAINTENANCE
ISSUES**

~~The Board gave an overview of issues with the District maintaining HOA property.~~

**PUBLIC
COMMENTS**

~~The Board answered questions as needed.~~

**PUBLIC
COMMENTS/
HOMEOWNER**

~~None.~~

REQUESTS

ADJOURNMENT

There being no further ~~business discussion, the Board Members to come before the Board at this time, upon motion duly made and seconded, upon vote, unanimously carried, adjourned the Town Hall meeting was adjourned without objection.~~

Respectfully submitted,

By: _____
Secretary for the Meeting

**MINUTES OF A REGULAR MEETING OF
THE BOARD OF DIRECTORS OF THE
ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
HELD
FEBRUARY 19, 2025**

A regular meeting of the Board of Directors (referred to hereafter as the “Board”) of the Roxborough Village Metropolitan District (the “District”) was convened on Wednesday, the 19th day of February, 2025 at 6:00 p.m. at the Roxborough Library, 8357 N Rampart Range Rd # 200, Littleton, CO 80125 and via Zoom. The meeting was open to the public.

CALL TO ORDER

_____ District Manager Ripko called the meeting to order at 6:00 p.m.

ATTENDANCE

_____ **Directors In Attendance Were:**

Ephram Glass, President
Debra Prysby, Vice President
Mark Rubic, Treasurer
Travis Jensen, Secretary
Brendan Coupe, Assistant Secretary

Also In Attendance Were:

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

Dino Ross, Esq.; Ireland Stapleton Pryor & Pascoe, P.C.

Alisha Bignell; Gemsbok Consulting Inc. (“Gemsbok”) (for a portion of the meeting)

Damon Barker; Consolidated Divisions, Inc. d/b/a CDI Environmental Contractor (“CDI”) (for a portion of the meeting)

Homeowners In Attendance Were:

Michael Schnelle
Matt Brewer
Christine & Scott Venn
Gygentha Swofford
Gloria Gearhart
Matthew P
Christine & Scott Venn
Debbie McInnis
Jeff Leal
Leah Charleson
Steve Throneberry
Jeanette McClellan
Joanna

Bill Hallinan
Chris and De Ann Queen
Jeremy Taylor
Will's iPhone
Ron
Kyle Dean
Monica S
Gabriel
Tiffani
Christina's Crisp
Trish G.
Anna Kam
April
Jeff
Prabhat
Gabe
Kim Dugan
Linda Kelly
Eva's iPad
Cory Calvert
Debbie McInnis
Chad Bergman
Miles Grant
Keith Segura
Samsung SM-F711U
Samsung SM-S908U1
Ana
Andrew Sommers

**DISCLOSURE OF
POTENTIAL
CONFLICTS OF
INTEREST**

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

District Manager Ripko and Attorney Ross discussed that Conflicts of Interest were needed for the discussion regarding putting a ballot on the May 6, 2025 election. ~~A special meeting was scheduled for February 26, 2025 in order to allow time for conflicts to be filed.~~

**ADMINISTRATIVE
MATTERS**

Agenda/Director Absences: District Manager Ripko reviewed with the Board the proposed Agenda.

Following discussion, upon motion, duly made by Director Prysby, seconded by Director Glass, and, upon vote, unanimously carried, the Board approved the Agenda, as amended to move legal items and ballot to the end of the meeting, add an executive session, a discussion regarding snow removal, and invoice for Mission Communications and move the discussion regarding the landscape contract to earlier in the meeting.

**PUBLIC
COMMENTS**

Homeowners Requests/Comments: Homeowners asked about tennis court reservations, and maintenance of association tracts. The District Manager discussed the Code of Conduct regarding meetings and the approved procedures regarding Public Comment.

CONSENT AGENDA

The Board considered the following Board meeting minutes:

- October 16, 2024
- January 13, 2024
- January 15, 2024
- January 22, 2024
- February 10, 2024

Following discussion, upon motion, duly made by Director Glass, seconded by Director Coupe, and, upon vote, unanimously carried, the Board approved the Consent Agenda items.

**FINANCIAL
MATTERS**

Claims: The Board considered ratifying the approval of the payment of claims as follows:

Fund	Period Ending January 31, 2025
Total Claims	\$88,551.49

Following discussion, upon motion, duly made by Director Prysby, seconded by Director Glass and, upon vote, unanimously carried, the Board ratified approval of the claims.

Unaudited Financial Report: The Board reviewed the unaudited financial report for the period ending January 31, 2025.

Following discussion, upon motion, duly made by Director Prysby, seconded by Director Glass, and, upon vote, unanimously carried, the Board accepted the unaudited financial report for the period ending January 31, 2025.

**CONTRACTOR/
CONSULTANT**

Landscaping Updates- CDI Landscape, LLC:

REPORTS

Monthly Report: The Board reviewed the Monthly Report.

Proposal to Remove and Replace Dog Stations Cans: The Board discussed the proposal to remove and replace six (6) dog station cans.

Following discussion, the Board directed CDI to do a visual inspection of all dog station cans in the District and submit a proposal for all. They requested that all replacements be aluminum.

Update on Outstanding Invoices: Ms. Ripko gave an update, stating that most issues have been resolved and any remaining invoices are in process.

Snow Removal: The Board discussed snow removal concerns, including the number of hours being billed by CDI and expenditures year-to-date. Per the District's agreement with CDI, when 2/3 of the annual budget has been spent, Priority 2 areas on the snow removal map will only be done at Board direction. Ms. Ripko provided proposals from two companies. The Board directed her to solicit additional proposals and bring to the next meeting.

Following discussion, upon motion, duly made by Director Glass, seconded by Director Coupe, and, upon vote, unanimously carried, the Board authorized the snow removal for Priority 2 areas for the storm anticipated to occur February 20 and February 21, 2025.

Engineering Updates- Farnsworth:

Update on Crystal Lake Intake Work and Little Willow Creek bridge work: The District is waiting for the plans from Farnsworth to be finalized, which should be done by the end of the month.

Other: None.

AGENDA PRIORITIES

Chavez Services Agreement: The Board discussed the Chavez Services Agreement to repair asphalt surfaces and add ADA upgrades.

Following discussion, upon motion, duly made by Director Prysby, seconded by Director Coupe, and, upon vote, unanimously carried, the Board approved the Chavez Services Agreement with the exception of the Community Park parking lot, to repair asphalt surfaces and add ADA upgrades.

2025 Landscape Agreement: The Board deferred discussion at this time.

Measure on the May Ballot: ~~The Board discussed a date to hold a Special Meeting. The meeting was scheduled for February 26, 2025 at 6pm via Zoom.~~ The Board deferred discussion at this time.

Resuming Maintenance Services of HOA Owned Areas: The Board deferred

discussion at this time.

Other: None.

**OPERATION AND
MAINTENANCE
MATTERS**

District Management Updates:

Community Permits: The Board discussed a request to install a fence in the outfield of the softball field. The Board directed the District Manager to solicit bids for installation, separating materials and labor.

SDMS Monthly Report: Ms. Ripko presented the monthly report to the Board.

General Communications to the District or CORA Requests: No requests were received.

Invoice from Foothills Park & Recreation: The Board reviewed the monthly invoice from Foothills Park & Recreation re: January 2025 Roxborough Village Resident Use.

Status of District Website: The Board deferred discussion at this time.

Game-Set-Match for Tennis Court Maintenance: The Board deferred discussion at this time.

General Updates:

General Repairs and Maintenance of Existing Playground Equipment: There were no updates at this time.

Turf Replacement/Xeriscape Contract: There were no updates at this time.

Landscape Maintenance RFP: Requests for Proposals were sent out with a deadline of March 7, 2025.

Community Park Playground RFP: Requests for Proposals were sent out with a deadline of March 14, 2025.

Signage Committee: The Board deferred discussion at this time.

Environmental Committee: The Board deferred discussion at this time.

Other: None.

OTHER MATTERS

Action Items: The Board deferred discussion at this time.

Other: None.

**PUBLIC
COMMENTS/HOME
OWNER REQUESTS**

Homeowners asked questions regarding the budget, snow removal, and landscape maintenance on Association tracts. The District Manager reminded those present of the Code of Conduct. Director Rubic expressed concern regarding what he perceived to be personal comments directed toward him and reminded those present the Code of Conduct does not permit comments of that nature.

LEGAL MATTERS

Ratify the 1st Amendment to the N&D Tree Agreement: The Board deferred discussion at this time.

Snow Removal Agreement with Filing 14B HOA: The Board reviewed the Snow Removal Agreement with Filing 14B Homeowner's Association.

Following discussion, upon motion, duly made by Director Glass, seconded by Director Coupe, and, upon vote, carried with Directors Rubic, Coupe, Glass, and Prysby voting yes and Director Jensen abstaining, the Board approved the Snow Removal Agreement with Filing 14B Homeowners' Association.

Urban Drainage: The Board deferred discussion at this time.

Other: None.

EXECUTIVE SESSION: Pursuant to C.R.S. 24-6-402(4)(b), upon motion duly made by Director Prysby, seconded by Director Coupe, and, upon vote, unanimously carried, the Board convened in executive session at 7:45 p.m. to receive advice of legal counsel regarding potential Directors' conflict of interest. Attorney Ross certified for the record that the executive session would constitute a confidential attorney-client privileged communication and would not be recorded.

RETURN TO OPEN PUBLIC MEETING: Upon a motion, duly made by Director Prysby, seconded by Director Glass and, upon vote, unanimously carried, at approximately 8:04 p.m. the Board came out of Executive Session.

The Board discussed a date to hold a Special Meeting and sending a notice to all residents by USPS. The meeting was scheduled for February 26, 2025 at 6pm via Zoom. The Board declined to send the notice of the meeting by mail.

ADJOURNMENT

There being no further business to come before the Board, upon motion, duly made by Director Glass, seconded by Director Prysby, and, upon vote, unanimously carried, the meeting was adjourned.

Respectfully submitted,

By: _____
Secretary for the Meeting

I hereby attest that the information communicated during the Executive Session, which was held for the purpose of receiving advice of legal counsel on potential directors' conflict of interest, constituted a confidential attorney-client privileged communication.

Dino Ross, Esq.

I hereby attest that the Executive Session was confined to receiving advice of legal counsel as authorized by C.R.S. §24-6-402(4)(b).

Ephram Glass, Board President

	CDI	Chavez	Cox	EDI	LMI	Notes
4x4 Truck per hour	\$ 132.00	\$ 110.00	\$ 125.00	\$ 125.00	\$ 140.00	
Hand Shoveling per hour	\$ 72.00	\$ 63.00	\$ 75.00	\$ 78.00	\$ 65.00	
ATV per hour	\$ 120.00	\$ 95.00	\$ 95.00	\$ 115.00	\$ 100.00	
Granular Ice Slicer per pound			\$ 0.40	\$ 0.20		
Granular Ice Slicer per ton	\$ 310.00	\$ 250.00			\$ 265.00	
Ice Melt per pound	\$ 1.00	\$ 1.42	\$ 1.15	\$ 1.30	\$ 0.80	CDI & Chavez- assumes 50 lb bag
Snow Blower per hour	\$ 85.00	\$ 75.00	\$ 85.00	\$ 95.00	\$ 75.00	
Bobcat/Skidsteer per hour	\$ 168.00	\$ 140.00	\$ 250.00	\$ 190.00	\$ 190.00	
Holiday Rates	2.0	1.5	1.5	1.5	1.3	Cox confirmed 1.5 for holiday rates



2024-2025 Snow Rates

Service	Unit of Measure	Unit Price
4 x 4 Pickup with Plow	HR	\$ 110.00
Sand Truck with Plow	HR	\$ 115.00
ATV with Plow	HR	\$ 95.00
Skidsteer with Plow	HR	\$ 140.00
Loader with Plow or Bucket	HR	\$ 250.00
Tractor with Plow	HR	\$ 210.00
Dump Truck	HR	\$ 140.00
Snow Blower	HR	\$ 75.00
Labor	HR	\$ 63.00
Snow Captain Site Supervision	HR	\$ 83.00
Ice Slicer (Granular)	TON	\$ 250.00
Ice Melt	BAG	\$ 35.00



"Whatever it Takes"

AGREEMENT

This agreement is made between [redacted]; hereinafter referred to as the CLIENT, and Cox Professional Landscape Services, LLC; hereinafter referred to as the CONTRACTOR, for snow pushing services. It is hereby mutually agreed and understood that for and in consideration of the sum or sums to be paid to the CONTRACTOR by the CLIENT, as set forth in this contract, the said CONTRACTOR shall furnish all labor, permits, equipment, accessories, and material and shall perform all work in a good, substantial, timely and workman like manner, in accordance with the provisions and specifications of this agreement.

SERVICE ADDRESS: [redacted]

TIMING OF SNOW PUSHING SERVICES

CONTRACTOR is asked to remove all snow from all walkways and parking areas by [redacted] AM. It is to be understood by CLIENT that the time indicated is NOT a requirement for service nor to be expected, rather an indication of when services are needed in best case scenarios. Hours of operations and completed times are dictated by storm timing and accumulation amounts. This includes any amount of accumulation on northern and eastern exposed areas at any time. CLIENT can expect snow removal operations to begin within 8 hours of any snowfall ending. Otherwise, snow removal will not occur unless there is [redacted] inches of accumulation. CLIENT understands and agrees to a \$75.00 fee for SNOW ACCUMULATION CHECKS in the event zero snow is required when crews show up. CLIENT understands that they could possibly incur charges for more than one trip per storm, per day if the threshold and time warrants such. Application of ice melt to sidewalks, stairs, and dumpster areas is to be completed at the discretion of the CONTRACTOR as well as application of Rapid Thaw material to drives, and parking areas as needed. CONTRACTOR and CLIENT understand ice melting products are costly and can cause damage over time, however pedestrian and vehicle safety and ground conditions dictate the use of ice melting products. CONTRACTOR will make all attempts to use products as effectively and efficiently as possible. AT THE REQUEST OF CLIENT, ICE MITIGATION SERVICES CAN BE DENIED ONCE A RELEASE OF LIABILITY HAS BEEN SIGNED BY AUTHORIZED REPRESENTATIVE OF CLIENT AND RECEIVED BY CONTRACTOR.

HOLIDAY & BLIZZARD SERVICES

CLIENT agrees that in the event of snow removal being needed on the holiday dates listed below, that the CONTRACTOR will invoice services at **2.5 times** hourly rates listed. In the event of a blizzard, (defined as 12" or more falling within one 24-hour period) CLIENT agrees that additional days of service may be needed to remove all the snow. The first event will get the property open and accessible, and return trips will be used to bring the property up to the standard defined herein. Additionally, excessive accumulation may necessitate removal from the site altogether, which will incur additional charges listed by equipment used.

Thanksgiving Day	November 28 th , 2024
Christmas Eve, Christmas Day	December 24-25 th , 2024
New Year's Eve, New Year's Day	December 31 st , 2024-January 1 st , 2025
Super Bowl Sunday	February 9 th , 2025

INSURANCE

CONTRACTOR agrees to carry out a policy of liability insurance with limits of at least \$1,000,000. The CONTRACTOR also agrees to carry Worker's Compensation Insurance. The CONTRACTOR shall submit certifications of said insurance to CLIENT, on request, prior to commencing work.

CONTRACT TERMS AND PAYMENTS

The terms of this agreement shall be for the snow season starting October 1, 2024, and ending May 1st, 2025.



Professional Landscape Services LLC

"Whatever it Takes"

Billing is done on a time and materials basis, at one-hour minimums unless otherwise noted below at rates listed as follows:

Truck with Plow	\$ 125.00 per hour
ATV with Plow	\$ 95.00 per hour
Snow Blower	\$ 85.00 per hour
Hand Pushing	\$ 75.00 per hour
Ice Slicer/Melt Application (labor rate)	\$ 125.00 per hour
Walk Behind Front-End Loader (2 hour minimum)	\$ 135.00 per hour
Skid Steer Front End Loader (2 hour minimum)	\$ 250.00 per hour
Ventrac Tractor (2 hour minimum)	\$ 250.00 per hour

Materials:

Rapid Thaw Product only (500 pound minimum)	\$ 0.40 per pound
Ice Melt Product only (50 pound minimum)	\$ 1.15 per pound

It is understood that snow pushing services are different from event to event, and no two snow events will equal in costs. Payments will be billed and sent via email to CLIENT by CONTRACTOR upon completion of a push and will specify the date services were performed. The CLIENT will pay all invoices within 10 days of receipt. Invoices not paid by CLIENT over the 10 days, will not receive services until invoices have been paid in full. 5% of any invoice not paid will be added and resent after 30 days. 5% will be added every month thereafter of any invoices not paid and will be resent.

MODIFICATION/AMENDMENT

No modification, amendment, or alteration may be made to this agreement unless mutually agreed, in writing, by both parties.

CONTRACTOR SUPERVISION

All personnel hired for the purpose of providing the services described herein shall be properly supervised by the CONTRACTOR.

CONFLICTS

If there is a conflict between this agreement, and any other documentation or communications between CONTRACTOR and CLIENT, this agreement will govern.

DAMAGE BY CONTRACTOR*

Damage to ground, landscaping, concrete, and other surfaces or items buried in snow are to be expected. CONTRACT will not be held responsible for damage to property which CONTRACTOR cannot see due to snow coverage. Any damage due to **negligence** incurred by the CONTRACTOR in the performance of snow pushing services will be repaired at no charge.

TERMINATION

Either party may terminate this agreement by delivering written notice at least 60 days prior to the effective date, to the other party, except that this agreement may be terminated immediately, for failure to perform by either party.

DEFAULT

In the event of default by either party, the defaulting party will be responsible for all costs incurred by the non-defaulting party in enforcement of the contract, including reasonable attorney's fees.



Professional Landscape Services LLC

"Whatever it Takes"

CLIENT: _____

Email _____

BY: _____

Signature

Date

CONTRACTOR: Cox Professional Landscape Services, LLC.

BY: Kevin A. Cox, Owner

Email: coxoffice@coxprolandscape.com

Signature

Date



Snow services schedule of rates October 2024 through May 2025

Environmental Desings 2024/25	Unit	Rate	
4x4 truck w/ plow (no wings)	HR	\$	125.00
4x4 truck w/ plow wings	HR	\$	135.00
4x4 ATV w/ plow	HR	\$	115.00
UTV w/ plow	HR	\$	200.00
Front end loader (up to 2.5 CY)	HR	\$	325.00
Skid steer w/ plow or box	HR	\$	190.00
Dump truck (5 CY)	HR	\$	235.00
Snow blower	HR	\$	95.00
Mini skid w/ plow or bucket	HR	\$	190.00
Ride on broom	HR	\$	215.00
Hand shovel/ice melt labor	HR	\$	78.00
Deicing/spreader truck	Trip Charge	\$	175.00
Site inspections	HR	\$	85.00
Snow stakes	HR + Materials	\$	85.00
Ice slicer (EQ Additional)	LB	\$	0.20
Ice melt (Labor Additional)	LB	\$	1.30

- One hour minimum charge per person
 - Drive time is charged in one direction per person
- Holiday rates apply to any work performed on Thanksgiving, the Friday after Thanksgiving, Christmas Eve, Christmas Day, New Years Eve, and New Years Day. Holiday rates are time and one half.
- Contractor reserves the right to adjust the material pricing at any time should market shortages or other conditions lead to an increase of material costs greater than 10%.
- During blizzard conditions, Environmental Designs, LLC reserves the right to use equipment that is not listed herein to fulfill contract obligations and efficiently clear snow. Hourly rate for such equipment cannot be determined until the need arises.

LMI Colorado

SNOW REMOVAL CONTRACT

STATE OF COLORADO)
)
COUNTY OF ADAMS) **LMI COLORADO**

THIS AGREEMENT IS MADE THE [REDACTED] DAY OF [REDACTED], 2025 AND BETWEEN **LMI COLORADO**, (HEREINAFTER "CONTRACTOR") AND **Roxborough Village Metro District** C/O **Special District Management Services, Inc.** (HEREINAFTER "CLIENT").

I. GENERAL REQUIREMENTS/OBLIGATIONS

- a. It is hereby mutually agreed and understood the contractor will furnish all materials and equipment necessary to perform the snow maintenance activities as outlined at the hourly rate set forth within this contract from February 28, 2025 through March 31, 2026.
- b. Contractor and Client agree that snow maintenance services are controlled in large by the severity and duration of the snowstorm. Contractor will perform services in a good workmanship manner consistent with reasonable industry standards. Contractor is only responsible for work performed by contractor at the site and is not responsible for Acts of God, dangerous conditions, poor site drainage, vandalism, conditions arising after the completion of work, or events that are beyond the Contractors control.
- c. Contractor will have proper resources and equipment to perform services as outlined within this contract.
- d. Extreme weather conditions could delay or prevent the Contractor from arriving to the site either during or immediately after the snow has stopped falling. Client understands that these weather conditions could result in additional time to mobilizing onsite. In the event of a government issued snow emergency, the contractor will make every attempt to continue snow maintenance operations as allowed by weather conditions.

- e. Contractor may stop or suspend services if temperatures and wind chill drop below zero and create unsafe environment to work in. Client agrees that

Contractor will not be liable for any claims, injuries, or damages as a result from the above suspended snow maintenance services under these conditions.

II. SPECIFICATIONS

- a. Minimum Accumulation Standards:
 - i. Contractor will plow the snow at a depth of **4” (Parking Lot at Large Park)** or as requested by the Client. Contractor will remove snow on Paths at a depth of **2** inches or as requested by the client.
- b. Equipment and Materials to be used during a regular snow event may include but not be limited to, the following:
 - i. 4x4 trucks with a minimum blade of 7.5 feet
 - ii. Snow blowers; walk behind
 - iii. Dump trucks with blades
 - iv. ATV with plows
 - v. Bobcat / Skid Steer
 - vi. Ice Slicer – by request only
 - vii. Ice Melt – by request only
- c. Notification Procedures:
 - i. Snow maintenance activities will be initiated when the Contract conditions are such that removal operations are required or when notified by the Client. It shall be the responsibility of the Client to notify the Contractor if snow maintenance services will not be required due to events, which would interfere with the Contractor’s normal activities. Snow maintenance services will be completed within 24 hours of when snow stops falling or as conditions allow.
- d. Areas to be serviced
 - i. A site meeting between the Contractor and Client is necessary to identify areas to be serviced, including areas where snow is to be placed and areas of special needs and attention. The site map and specific snow maintenance services will be included with this Contract. Contractor will not be held liable for any damage to the site during snow removal services if marking and staking has not been performed prior to services.

e. Work Not Included

- i. Sweeping or cleaning up of the site after a snow event due to accumulation of sand or debris.
- ii. Premises identification services unless specifically requested by Client.

f. Normal, after hours, and emergency phone number for Contractor and LMI Manager are as follows:

- i. 8:00 am to 5:00 pm weekdays, Contractor's office phone 303-294-9000
- ii. After Hour snow maintenance emergencies phone 303-294-9000.

III. HOURLY SERVICE RATE

All services have a one (1) hour minimum charge and will be rounded up to the nearest ½ hour for all snow maintenance services performed.

Mobilization costs will vary on each occurrence and have not been included within the above rates.

- a. \$140.00 Per hour, 4x4 truck with a minimum of a 7.5 foot blade
- b. \$ 65.00 Per hour, hand shovelers
- c. \$100.00 Per hour, ATV with blade
- d. \$140.00 Per hour, truck and/or spreader plus materials
- e. \$265.00 Per ton of Granular Ice Slicer
- f. \$ 65.00 Per hour, hand application granular ice melt
- g. \$.80 Per pounds of Ice Melt
- h. \$ 75.00 Per hour, snow blower
- i. \$115.00 Per hour, Dingo with blade or broom
- j. \$190.00 Per hour, Bobcat / Skid Steer with blade or bucket
- k. \$350.00 Per hour, front end loader, 3 yard / price determined by availability
- l. \$165.00 Per hour, dump truck (5yard)
- m. \$ 65.00 Per hour, marking or staking site plus materials

IV. HOLIDAY SERVICE RATES

All services have a one (1) hour minimum charge and will be rounded up to the nearest ½ hour for all snow maintenance services performed.

Holiday rates shall apply whenever snow maintenance services are performed on Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, New Years Eve, New Year's Day and/or Easter.

Mobilization costs will vary on each occurrence and have not been included within the above rates.

- a. \$210.00 Per hour, 4x4 truck with a minimum of a 7.5 foot blade
- b. \$ 97.50 Per hour, hand shovelers
- c. \$150.00 Per hour, ATV with blade
- d. \$210.00 Per hour, truck and/or spreader plus materials
- e. \$265.00 Per ton of Granular Ice Slicer
- f. \$ 97.50 Per hour, hand application granular ice melt
- g. \$.80 Per pounds of Ice Melt
- h. \$112.50 Per hour, snow blower
- i. \$172.50 Per hour, Dingo with blade or broom
- j. \$285.00 Per hour, Bobcat / Skid Steer with blade or bucket
- k. \$525.00 Per hour, front end loader, 3 yard / price determined by availability
- l. \$247.50 Per hour, dump truck (5yard)
- m. \$ 97.50 Per hour, marking or staking site plus materials

V. LIMITATIONS

- a. The client is responsible to have all vehicles and other personal property removed from parking lots, drives lanes, access points, and designated snow pile areas so the Contractor can effectively perform snow maintenance operations. Should vehicles or other personal property not be moved at the time of snow maintenance operations the Contractor will perform services in only the areas safe to operate within. Alternative snow pile areas may be used if designated areas are blocked and not available. Client understands the Contractor will not be liable for any claims, injuries, or damages that result from the Contractor's failure to remove snow due to site obstacles.
- b. Client agrees that snow maintenance services specified above are per occurrence for set services that take place during the snow event. Any events that take place after a snow event such as freezing and thawing causing icy, slippery, and potentially dangerous conditions. The Client agrees that that the Contractor will not be held liable for any claims, losses, damages, or injuries that may arise from these conditions. Should additional services be needed the Client will identify the needs and notify the Contractor.
- c. Areas in which snow plowing is accomplished, snow removal / ice melt of certain locations may not clear down to pavement. Slippery conditions may

continue to prevail even after snow removal or application of ice melt. Icy conditions may also arise after snow removal or ice mitigation services, due to

snow blowing through the site, snow melting and re-freezing. Client agrees that Contractor is not responsible for the conditions on the site after snow removal services are performed. Client understands the Contractor will not be liable for any claims, injuries, or damages that result from the conditions described in above paragraph.

VI. INSURANCE

- a. Contractor agrees to maintain appropriate and legally required statutory workers' compensation insurance and employer's liability insurance for the term of this Contract and any renewal thereof. A copy of such insurance will be provided prior to commencement of Services and as reasonably requested by the Client.

VII. TERMINATION

- a. Either party may terminate this Contract with or without cause by giving notice in writing by certified mail to the other party at the respective addresses stated below. Notice shall be given at least thirty (30) days prior to the effective date of such termination.

If notice to Client: Roxborough Village Metro District c/o SDMS

141 Union Boulevard, Suite 150

Lakewood, CO 80228

If to Contractor: LMI Landscapes, LLC

8501 Quebec Street

Commerce City, CO 80022

VIII. PAYMENT

- a. Payment for snow management services are due within thirty (30) days of invoice due date, at the rates outlined within this Contract. There will be a one (1) hour

minimum charge per location per snow maintenance activity for manpower and equipment sent to the site.

- b. Client will inform Contractor of any billing discrepancies within fifteen (15) days of invoice date or all rights to a resolution will be waived. Any discrepancies will be substantiated in writing to the Contractor.
- c. Client agrees to pay one-half percent (1.5%) per month finance charge shall payments not be received within thirty (30) days from date of statement.

Upon acceptance by Client, the parties hereto shall be contractually bound and shall be entitled to and responsible for any rights and obligations herein created.

Executed by the parties hereto on the day and year first written:

ACCEPTED AND EXECUTED BY

CLIENT:	_____	CONTRACTOR: LMI COLORADO
BY:	_____	BY: _____
PRINTED:	_____	PRINTED: Sean Lynam _____
TITLE:	_____	TITLE: President _____
DATE:	_____	DATE: _____

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



COURT CLEANING & WINDSCREEN MAINTENANCE AGREEMENT 2025

Community: Roxborough Village Metropolitan District Revised Date 9-10-2025
Number of Courts: 2 Number of locations: 1
Starting Date: March 15th, 2025 Ending Date: December 31, 2025

CLEANING

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

Liability Insurance and Workers Compensation coverage in place.

Number of cleanings: 4 Charge per cleaning: \$ 350

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

TOTAL ANNUAL CLEANING CHARGE: \$ 1400.00

WINDSCREEN MAINTENANCE-None

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

*There will be an extra charge for materials used.

Charge per visit per court: Spring: \$ NA Fall: \$ NA

TOTAL ANNUAL WINDSCREEN MAINTENANCE CHARGE: \$ NA

CHARGE FOR ADDITIONAL SERVICES: \$ 0

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

TOTAL COST FOR 2025 SEASON: \$ 1400.00

Community Representative Game-Set-Match, Inc.

Print Name _____ Print Name _____

Signature _____ Signature _____

Date _____ Date _____



Mission Communications LLC.
 3170 Reys Miller Road NW
 Suite 190
 Norcross GA 30071
 United States
 Phone: 678-969-0021

Invoice

Invoice Date
 2/10/2025

Invoice Number
 2004625

Bill To:

Roxborough Village Metropolitan District,
 141 Union Boulevard Suite 150
 Lakewood CO 80228
 United States

Ship To:

Roxborough Village Metropolitan District,
 141 Union Boulevard Suite 150
 Lakewood CO 80228
 United States

Phone:

EMail: pcorado@somsi.com

Sales Rep: Canyon Systems-V

PO Number:

Terms: Net 30

Line	Part Number/Description	Quantity	Unit Price	Ext Price
1	Contract: 51077 SP110-12R Name: Roxborough Village SerialNumber: 17MIS21941 Service Period: 3/1/2025 for 12 Months	1.00 EA	387.00/1	387.00

Please make checks payable to Mission Communications, LLC For your convenience Mission accepts credit cards.

Line(s) Subtotal: 387.00

Total: \$ 387.00

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

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

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

**FIRST AMENDMENT
TO INDEPENDENT CONTRACTOR AGREEMENT**

This First Amendment to Independent Contractor Agreement (“*First Amendment*”) is entered into by and between Roxborough Village Metropolitan District, a political subdivision of the State of Colorado (“*District*”), and N&D Tree, LLC, a Colorado Limited Liability Company (“*Contractor*”). The District and Contractor are referred to collectively as the “*Parties*.”

1. The Parties entered into an Independent Contractor Agreement, effective December 18, 2024 (“*Agreement*”); and,

2. The Parties wish to add an approximately 2,737 square foot area to the Work set forth in Section 1 of the Agreement (“*Added Area*”). A map depicting the Added Area is attached as *Attachment 1*. An updated map of the entire Work area is attached as *Attachment 2*.

AMENDMENT

1. Pursuant to Section 15 of the Agreement, Section 1 of the Agreement is amended to include the Added Area within the Work. Contractor shall perform the Work within the Added Area at no additional cost to the District and the Contract Price set forth in Section 2(a) shall be unaffected by the Added Area being included in the Work. Nor will Contractor’s performing the Work within the Added Area constitute additional work under Section 2(b) of the Agreement.

Except as modified herein, all provisions in the Agreement shall remain in full force and effect. This First Amendment may be executed in counterparts and by facsimile or electronic pdf, each of which shall be an original and together shall constitute one valid and binding instrument.

IN WITNESS WHEREOF, the Parties have signed this First Amendment.

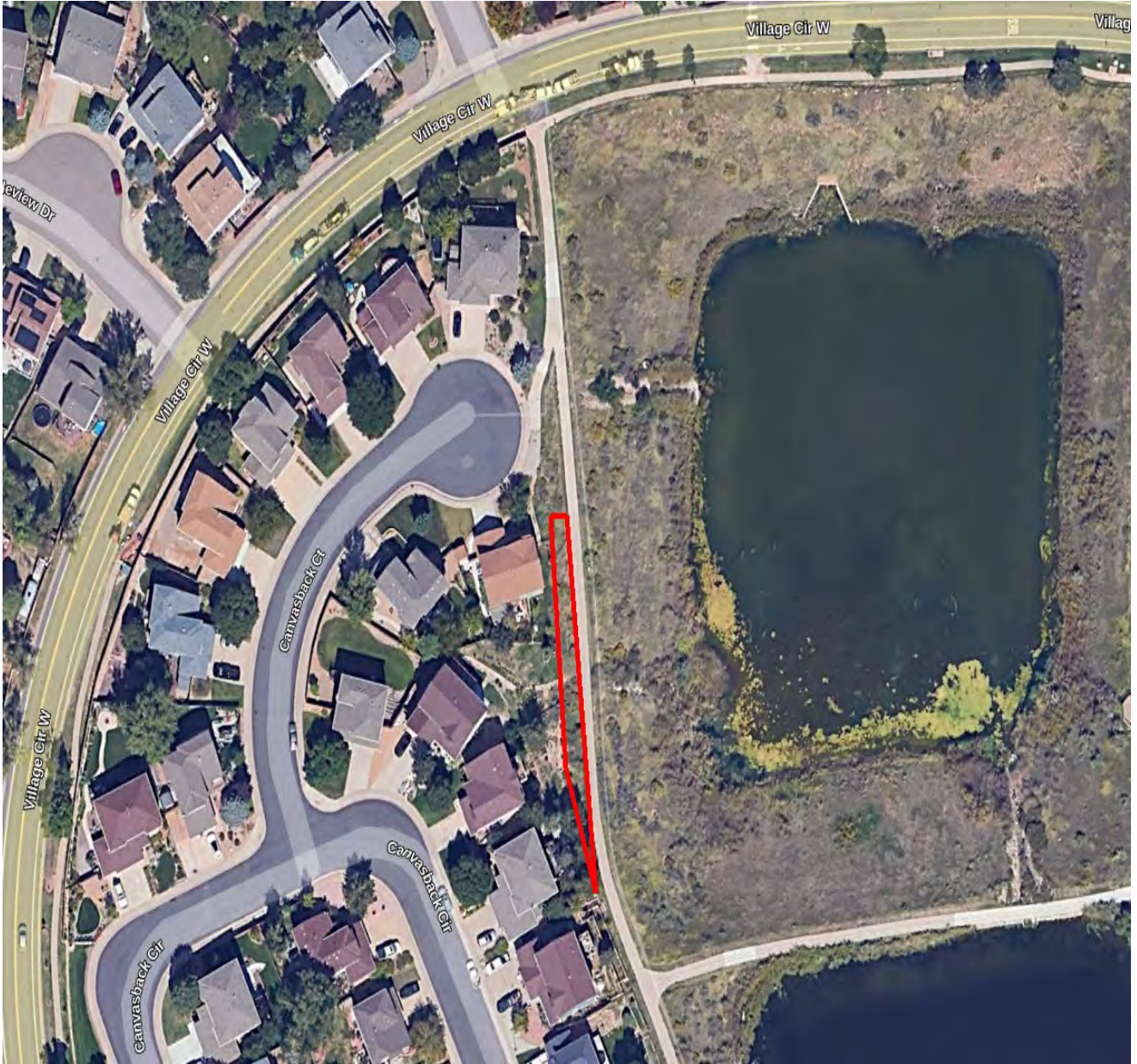
Roxborough Village Metropolitan District,
political subdivision of the State of Colorado

N&D Tree, LLC, a Colorado Limited
Liability Company

By: _____
Ephram Glass, Board President Date

By: _____
Nik Lenski, Owner/Manager Date

ATTACHMENT 1
Added Area Map



ATTACHMENT 2
Work Area Map



ALTERNATIVE BALLOTS FOR MAY 6, 2025 ELECTION
(EG Alternative Ballots Draft 2-14-25)

Alternative Ballot A

Shall Roxborough Village Metropolitan District be required to provide, without charge and in perpetuity, landscape maintenance and snow removal 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 District's *ad valorem* property taxes that it uniformly assesses and collects within its 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 shall not be responsible for maintaining, repairing, or replacing any playgrounds owned by a homeowner's association;~~ the District shall only maintain a playground owned by a homeowners' association if it is code compliant and in good repair at the time the District is asked to assume maintenance;
3. the District's board of directors shall determine the types and levels of landscape maintenance and snow removal services to be provided to a homeowners' association;

Commented [A1]: Have these as alternatives to be voted on by the Board

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 landscape maintenance and snow removal services for all property owned by the District and all property owned by a homeowners' association within the District's boundaries that has requested such services.

Alternative Ballot B

SHALL ROXBOROUGH VILLAGE METROPOLITAN DISTRICT TAXES BE INCREASED \$ ~~40,180.29~~ (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 ~~0.37~~ MILLS FOR A TOTAL PROPERTY TAX OF ~~12.457~~ ~~0.37~~ MILLS TO BE USED TO PROVIDE, WITHOUT CHARGE AND IN PERPETUITY, LANDSCAPE MAINTENANCE AND SNOW REMOVAL SERVICES 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 SHALL ONLY MAINTAIN A PLAYGROUND OWNED BY A HOMEOWNERS' ASSOCIATION IF IT IS CODE COMPLIANT AND IN GOOD REPAIR AT THE TIME THE DISTRICT IS ASKED TO ASSUME MAINTENANCE;
3. THE DISTRICT'S BOARD OF DIRECTORS SHALL DETERMINE THE TYPES AND LEVELS OF LANDSCAPE MAINTENANCE AND SNOW REMOVAL 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 LANDSCAPE MAINTENANCE AND SNOW REMOVAL SERVICES FOR ALL PROPERTY OWNED BY THE DISTRICT AND ALL PROPERTY OWNED BY A HOMEOWNERS' ASSOCIATION WITHIN THE DISTRICT'S BOUNDARIES THAT REQUESTS SUCH SERVICES, AND SHALL THE DISTRICT BE AUTHORIZED TO INCREASE OR DECREASE ITS TOTAL 12.457 MILLS IF ON OR AFTER MAY 6, 2025 THERE ARE CHANGES IN THE METHOD OF CALCULATING ASSESSED VALUATION OR THE PERCENTAGE OF ASSESSED VALUATION APPLIED TO ONE OR MORE PROPERTY CLASS FOR ANY REASON, SUCH AS A CONSTITUTIONAL AMENDMENT OR ACTION BY THE LEGISLATURE, SO THAT, TO THE EXTENT POSSIBLE, THE ACTUAL TAX REVENUE GENERATED BY THE 12.457 MILLS IS THE SAME AS THE ACTUAL TAX REVENUE THAT WOULD HAVE BEEN GENERATED HAD SUCH CHANGES NOT OCCURRED, WITH ALL REVENUE AND EARNINGS ON THE 12.457 MILLS 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 OF THE COLORADO REVISED STATUTES AND ANY OTHER LAW?

Emails Between Ephram Glass/Dino Ross (Updated 2-16-25)

From: Ephram Glass <ephramglass@roxboroughmetrodistrict.org>
Sent: Saturday, February 15, 2025 10:17 PM
To: Dino A. Ross <DRoss@irelandstapleton.com>
Subject: Re: REVISED Alternative Ballots for 2025 Election (ISPP Revisions 2-13-25)

You are correct. The concept behind my alternative was to avoid having Ballot B. The reasoning is that we can make things work within our budget IF we don't have to immediately replace playgrounds following the ballot measure passing. If it can be pushed out 10 years, we'll be pretty good. This will also avoid any confusion since we've been indicating we don't want to increase taxes. (I do realize there are ancillary benefits to solidifying the TABOR stuff, but I'd rather not muddle things on this ballot).

From: Dino A. Ross
Sent: Friday, February 14, 2025 4:16 PM
To: Ephram Glass <ephramglass@roxboroughmetrodistrict.org>
Subject: RE: REVISED Alternative Ballots for 2025 Election (ISPP Revisions 2-13-25)

Ephram,

That language makes the two ballots the same except the second authorizes a tax increase. The voters will obviously reject the tax increase because they can get the same thing under the first ballot without a tax increase. I thought the incentive was the additional tax would include playgrounds. Then, the voters would have to choose whether they wanted to include the playgrounds for increased taxes. That seed like a logical approach to the ballots. Dino

From: Ephram Glass <ephramglass@roxboroughmetrodistrict.org>
Sent: Friday, February 14, 2025 11:54 AM
To: Dino A. Ross <DRoss@irelandstapleton.com>
Subject: Re: REVISED Alternative Ballots for 2025 Election (ISPP Revisions 2-13-25)

Dino,

I added the alternative on Ballot A where RVMD maintains the playgrounds but there is no tax increase. I also entered some rough numbers (to be verified by Gemsbok if we go down that route) for how much more it would cost to take over the playgrounds and be revenue neutral (I used our 10-year budget forecast to obtain the numbers).

Thanks,
Ephram

Alternative Ballot A

Shall Roxborough Village Metropolitan District be ~~authorized required~~ to provide, without charge and in perpetuity, landscape maintenance and snow removal 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 District's *ad valorem* property taxes that it uniformly assesses and collects within its 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 term maintenance for a homeowner's association does not include the obligation to enhance, add to, upgrade, remove, replace, or make major repairs to any aspect of the homeowners' association owned property's improvements, structures, or trails, including any playground on property owned by any homeowner's association. The term "major repair" means the non-routine repairs that are necessary to maintain the structural integrity of an improvement or structure, or the basic structural elements of a trail, or that will extend the useful life of an improvement, structure, or trail; the District shall not be responsible for maintaining, repairing, or replacing any playgrounds owned by a homeowner's association;~~
3. the District's board of directors shall determine the types and levels of landscape maintenance and snow removal 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 landscape maintenance and snow removal services for all property owned by the District and all property owned by a homeowners' association within the District's boundaries that has requested such services. ~~In the event, the district budgeted revenue in any budget year is not sufficient to provide the same types and levels of landscape maintenance and snow removal services for all property owned by the district and all property owned by a homeowners' association within the district's boundaries, then the district owned property shall receive priority over any homeowners' association owned property.~~

Alternative Ballot B

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 FOR A TOTAL PROPERTY TAX OF [REDACTED] MILLS TO BE USED TO PROVIDE, WITHOUT CHARGE AND IN PERPETUITY, LANDSCAPE MAINTENANCE AND SNOW REMOVAL SERVICES 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 TERM MAINTENANCE FOR A HOMEOWNER'S ASSOCIATION DOES NOT INCLUDE THE OBLIGATION TO ENHANCE, ADD TO, UPGRADE, REMOVE, REPLACE, OR MAKE MAJOR REPAIRS TO ANY ASPECT OF THE HOMEOWNERS' ASSOCIATION OWNED PROPERTY'S IMPROVEMENTS, STRUCTURES, OR TRAILS. THE TERM "MAJOR REPAIR" MEANS THE NON-ROUTINE REPAIRS THAT ARE NECESSARY TO MAINTAIN THE STRUCTURAL INTEGRITY OF AN IMPROVEMENT OR STRUCTURE, OR THE BASIC STRUCTURAL ELEMENTS OF A TRAIL, OR THAT WILL EXTEND THE USEFUL LIFE OF AN IMPROVEMENT, STRUCTURE, OR TRAIL;
3. THE DISTRICT SHALL ONLY MAINTAIN A PLAYGROUND OWNED BY A HOMEOWNERS' ASSOCIATION IF IT IS CODE COMPLIANT AND IN GOOD REPAIR AT THE TIME THE DISTRICT IS ASKED TO ASSUME MAINTENANCE;
4. THE DISTRICT'S BOARD OF DIRECTORS SHALL DETERMINE THE TYPES AND LEVELS OF LANDSCAPE MAINTENANCE AND SNOW REMOVAL 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 LANDSCAPE MAINTENANCE AND SNOW REMOVAL SERVICES FOR ALL PROPERTY OWNED BY THE DISTRICT AND ALL PROPERTY OWNED BY A HOMEOWNERS' ASSOCIATION WITHIN THE DISTRICT'S BOUNDARIES THAT REQUESTS SUCH SERVICES, AND SHALL THE DISTRICT BE AUTHORIZED TO INCREASE OR DECREASE ITS TOTAL [REDACTED] MILLS IF ON OR AFTER MAY 6, 2025 THERE ARE CHANGES IN THE METHOD OF CALCULATING ASSESSED VALUATION OR THE PERCENTAGE OF ASSESSED VALUATION APPLIED TO ONE OR MORE PROPERTY CLASS FOR ANY REASON, SUCH AS A CONSTITUTIONAL AMENDMENT OR ACTION BY THE LEGISLATURE, SO THAT, TO THE EXTENT POSSIBLE, THE ACTUAL TAX REVENUE GENERATED BY THE [REDACTED] MILLS IS THE SAME AS THE ACTUAL TAX REVENUE THAT WOULD HAVE BEEN GENERATED HAD SUCH CHANGES NOT OCCURRED, WITH ALL REVENUE AND EARNINGS ON THE [REDACTED] MILLS 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 OF THE COLORADO REVISED STATUTES AND ANY OTHER LAW? **IN THE EVENT, THE DISTRICT BUDGETED REVENUE IN ANY BUDGET YEAR IS NOT SUFFICIENT TO PROVIDE THE SAME TYPES AND LEVELS OF LANDSCAPE MAINTENANCE AND SNOW REMOVAL SERVICES FOR ALL PROPERTY OWNED BY THE DISTRICT AND ALL PROPERTY OWNED BY A HOMEOWNERS' ASSOCIATION WITHIN THE DISTRICT'S BOUNDARIES, THEN THE DISTRICT OWNED PROPERTY SHALL RECEIVE PRIORITY OVER ANY HOMEOWNERS' ASSOCIATION OWNED PROPERTY.**

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
LICENSE AGREEMENT TO PERFORM MAINTENANCE SERVICES FOR
CHATFIELD FARMS ESTATES HOMEOWNERS' ASSOCIATION, INC.**

This License Agreement to Perform Maintenance Services For Chatfield Farms Estates Homeowners' Association, Inc. ("**Agreement**"), effective the 1st day of January 2024 ("**Effective Date**"), is entered into by and between Roxborough Village Metropolitan District, a political subdivision of the State of Colorado ("**District**"), and Chatfield Farms Estates Homeowners' Association, Inc., a Colorado not-for-profit corporation ("**HOA**"). The District and the HOA are collectively referred to as the "**Parties**" and individually as a "**Party**."

RECITALS

WHEREAS, the District was organized pursuant to the Colorado Special District Act, C.R.S § 32-1-101, *etc.*, to provide, among other services, park and recreation services;

WHEREAS, the HOA is the owner of certain areas and improvements located in Chatfield Farms Filing No. 1-A that are more specifically identified in Section 1, below; and,

WHEREAS, the District has agreed to perform certain maintenance services to such areas and improvements in accordance with the terms of this Agreement.

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

AGREEMENT

1. **HOA Ownership Of Maintenance Area**. The HOA represents that it is the owner of certain areas within Tract A2 and Tracts K through N that are located in Chatfield Farms Filing No. 1-A, Douglas County, Colorado and, further, the HOA is required to maintain the monument areas on lots 120A-1 and 148A pursuant to the Sixth Amendment to the Plat of Chatfield Farms Filing No. 1-A, dated April 16, 2014, Reception No. 2014021120, and the median along Hunters Hill Lane pursuant to the September 20, 2009 License Agreement between the HOA and Douglas County, all of which are within Chatfield Farms Filing No. 1-A, Douglas County, Colorado and all of which are more specifically depicted on the map attached as **Exhibit A** (collectively, the "**Maintenance Area**").

2. **Grant Of License: Maintenance Services**. The HOA hereby grants the District, and its contractors, consultants, and agents, a license to access and enter upon the Maintenance Area for the purpose of maintaining the landscape improvements and trails existing on the Effective Date that are depicted on Exhibit A ("**Improvements/Trails**") and performing the other maintenance services specifically identified below, if any. Landscaping improvements or trails, or extensions of existing landscaping improvements or trails (collectively, "**New Improvements**"), that are constructed or installed after the Effective Date are not covered by this Agreement and the District has no maintenance obligations for such New Improvements, unless the Parties enter into

a written agreement identifying the New Improvements and the terms and conditions upon which the Maintenance Services will be provided.

Noxious weed removal

Frequency: Dependent upon weather - Performed "as needed."

Location(s): N/A

Other Terms of Service: N/A

Wildfire Mitigation

Frequency: Performed as time and resources permit.

Location(s): N/A

Other Terms of Service: N/A

Additional Services

Additional Service #1: _____

Frequency: _____

Location(s): _____

Other Terms: _____

Additional Service #2: _____

Frequency: _____

Location(s): _____

Other Terms: _____

Additional Service #3: _____

Frequency: _____

Location(s): _____

Other Terms: _____

3. **Maintenance.** The District shall maintain the Improvements/Trails in substantially the same manner as it maintains similar landscape improvements and trails located elsewhere throughout the District. The District's maintenance obligations do not include the obligation to enhance or add to, upgrade, remove, replace, or make major repairs to any aspect of the Improvements/Trails (collectively, "*Capital Improvements*"). The HOA is solely responsible for all Capital Improvements. "*Major repair*" means non-routine repairs that are necessary to maintain the structural integrity of an improvement or the basic structural elements of a trail, or that will extend the useful life of an improvement or trail.

4. **Drainage Facilities.** The HOA expressly understands and agrees that the District has no responsibility for maintaining any drainage facilities or improvements within the Maintenance Area.

entity not named as a party to this Agreement. In any dispute arising from or relating to this Agreement, the prevailing Party shall be awarded its reasonable attorneys' fees, costs, and expenses, including any attorneys' fees, costs, and expenses incurred in any appellate action and in collecting upon any judgment, order, or award. This Agreement may be executed in several counterparts and by facsimile or electronic PDF, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

[Signature Page Immediately Follows]

5281302.5 License Agreement to Perform Maintenance Services Page 4 of 6

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

ATTEST:

) ss.
COUNTY OF DOUGLAS)
ROXBOROUGH VILLAGE
METROPOLITAN DISTRICT

By:

[Signature]
Travis Jensen, Board Secretary

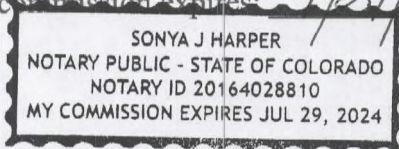
By [Signature]
Mark Rubic, Board President

STATE OF COLORADO)

The foregoing instrument was acknowledged before me this 20th day of November, 2023 by Mark Rubic as President of Roxborough Village Metropolitan District.

Witness my hand and official seal.

My commission expires: 7/29/2024



[Signature]
Notary Public

) ss.
COUNTY OF _____)
CHATFIELD FARMS ESTATES
HOMEOWNERS' ASSOCIATION, INC.

ATTEST:

By: _____,
Board Secretary

By: _____,
Board President

STATE OF COLORADO)

**RESOLUTION
BOARD OF DIRECTORS
ROXBOROUGH VILLAGE METROPOLITAN DISTRICT**

A RESOLUTION SETTING BALLOT(S) FOR THE MAY 6, 2025 ELECTION

WHEREAS, in accordance with State law, at a duly noticed meeting of the Board of Directors (“*Board*”) of the Roxborough Village Metropolitan District (“*District*”) held on January 15, 2025, at which a quorum of the Board was present, the Board adopted Resolution No. [redacted] (“*Resolution*”) directing an election to be held on May 6, 2025 (“*Election*”) for the purpose of filling the Board positions currently held by Director Mark Rubic, Director Brendan Coupe, and Director Travis Jensen;

WHEREAS, at the time of adopting the Resolution, the Board was considering, but had not yet determined, whether it would include one or more ballot questions in the Election; and,

WHEREAS, at a duly noticed special meeting of the Board on February [redacted], 2025, at which a quorum of the Board was present, the Board determined that the ballot question(s) set forth below shall be included in the Election.

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

1. The following ballot question(s) shall be included in the Election:

[insert final approved ballot(s)]
2. The Election shall be conducted as a mail ballot election.
3. All other provisions of the Resolution are incorporated as if set forth in full herein.
4. The provisions of this Resolution shall take effect immediately.

ADOPTED this [redacted] day of February, 2025 by the Board of Directors of the Roxborough Village Metropolitan District.

Director

Director

Director

Director

Director



303-471-1522
naturesworkforce.com

To: KC And Associates	Contact: Angela Christensen
Address: 10106 W San Juan Way Littleton, CO 80127	Phone: (303) 933-6279 Fax: (303) 933-9299
Project Name: Arrowhead Shores 2025	Bid Number: 001
Project Location: Villlage Circle East, Littleton, CO	Bid Date: 12/19/2024
Addendum #: N/A	

Landscape Maintenance 2025

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Summer Weekly Services: Mow, Trim, Blow, Bed Weeding, Trash Pick Up, Edging 13 Times, Spray Tree Rings 3 Times	26.00	EACH	\$991.36	\$25,775.36
Pruning Shrubs And Trees: Shrub Pruning 1x Tree Pruning Up To 12' 1x	2.00	EACH	\$887.45	\$1,774.90
Spring Clean Up: Cut Ornamental Grasses Back, Remove Pine Needles, And Blow Debris Out Of Beds	1.00	EACH	\$1,230.25	\$1,230.25
Fall Clean Up: Leaf Removal From All Landscape Areas, Cut Back Herbaceous Perennials	1.00	EACH	\$1,644.18	\$1,644.18
Turf Fertilization And Broadleaf Herbicide: Season Long Duration Fertilizer (270 Day Release) Pre-emergent To Control Crabgrass 3 Broadleaf Herbicide Applications	3.00	EACH	\$576.80	\$1,730.40
Pre-emergent Herbicide: Application To Landscape Beds:	1.00	EACH	\$1,524.96	\$1,524.96
Aeration Of All Turf Areas:	2.00	EACH	\$349.70	\$699.40
Irrigation Checks: Bi-Weekly Irrigation Checks	13.00	EACH	\$144.47	\$1,878.11
Irrigation System Spring Start Up:	1.00	EACH	\$371.51	\$371.51
Irrigation System Winterization:	1.00	EACH	\$634.75	\$634.75
Native Grass Field Mowing: (Per Occurrence) 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	\$404.93	\$404.93
Native Grass Beauty Band Mowing: (5 Occurrences) Mow A 3'-6' Wide Band Along Sidewalks, Turf Areas, And Fence Lines That Are Adjacent To Native Grass Fields.	5.00	EACH	\$253.23	\$1,266.15
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	\$271.09	\$7,048.34

Total Bid Price: \$45,983.24

Notes:

- This proposal is good for 30 days following the date given on the proposal.
- CDI is a commercial applicator licensed by the Department of Agriculture.
- Irrigation repairs will be additional at T & M rates with owners approval.
- Acts of God are not covered under warranty for anything installed by CDI.
- **Nature's Workforce**, a Consolidated Divisions, Inc. company.

An Equal Opportunity Employer

Payment Terms:

Payment due 30 days from invoice.



303-471-1522
naturesworkforce.com

To: KC And Associates	Contact: Angela Christensen
Address: 10106 W San Juan Way Littleton, CO 80127	Phone: (303) 933-6279 Fax: (303) 933-9299
Project Name: Arrowhead Shores 2025	Bid Number: 001
Project Location: Villlage Circle East, Littleton, CO	Bid Date: 12/19/2024
Addendum #: N/A	

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Nature's Workforce</p> <p>Authorized Signature: _____</p> <p>Estimator: Daniel Levine (303) 396-9851 DanielL@cdi-services.com</p>
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303-471-1522
 naturesworkforce.com

To: KC And Associates	Contact: Angela Christensen
Address: 10106 W San Juan Way Littleton, CO 80127	Phone: (303) 933-6279 Fax: (303) 933-9299
Project Name: Roxborough Village 1st 2025	Bid Number: 001
Project Location: Canvasback Circle, Littleton, CO	Bid Date: 12/19/2024
Addendum #: N/A	

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Summer Weekly Services: Mow, Trim, Blow, Bed Weeding, Trash Pick Up, Edging 13 Times, Spray Tree Rings 3 Times	26.00	EACH	\$106.98	\$2,781.48
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	\$18.04	\$469.04
Spring Clean Up: Cut Ornamental Grasses Back, Remove Pine Needles, And Blow Debris Out Of Beds	1.00	EACH	\$426.38	\$426.38
Fall Clean Up: Leaf Removal From All Landscape Areas, Cut Back Herbaceous Perennials	1.00	EACH	\$426.38	\$426.38
Pre-emergent Herbicide: Application To Landscape Beds:	1.00	EACH	\$47.80	\$47.80
Aeration Of All Turf Areas:	1.00	EACH	\$162.97	\$162.97
Irrigation Checks: Weekly Irrigation Checks	24.00	EACH	\$35.74	\$857.76
Irrigation System Spring Start Up:	1.00	EACH	\$40.74	\$40.74
Irrigation System Winterization:	1.00	EACH	\$40.74	\$40.74
Total Bid Price:				\$5,253.29

Notes:

- **This proposal is good for 30 days following the date given on the proposal.**
- CDI is a commercial applicator licensed by the Department of Agriculture.
- Irrigation repairs will be additional at T & M rates with owners approval.
- Acts of God are not covered under warranty for anything installed by CDI.
- **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 hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Nature's Workforce</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**

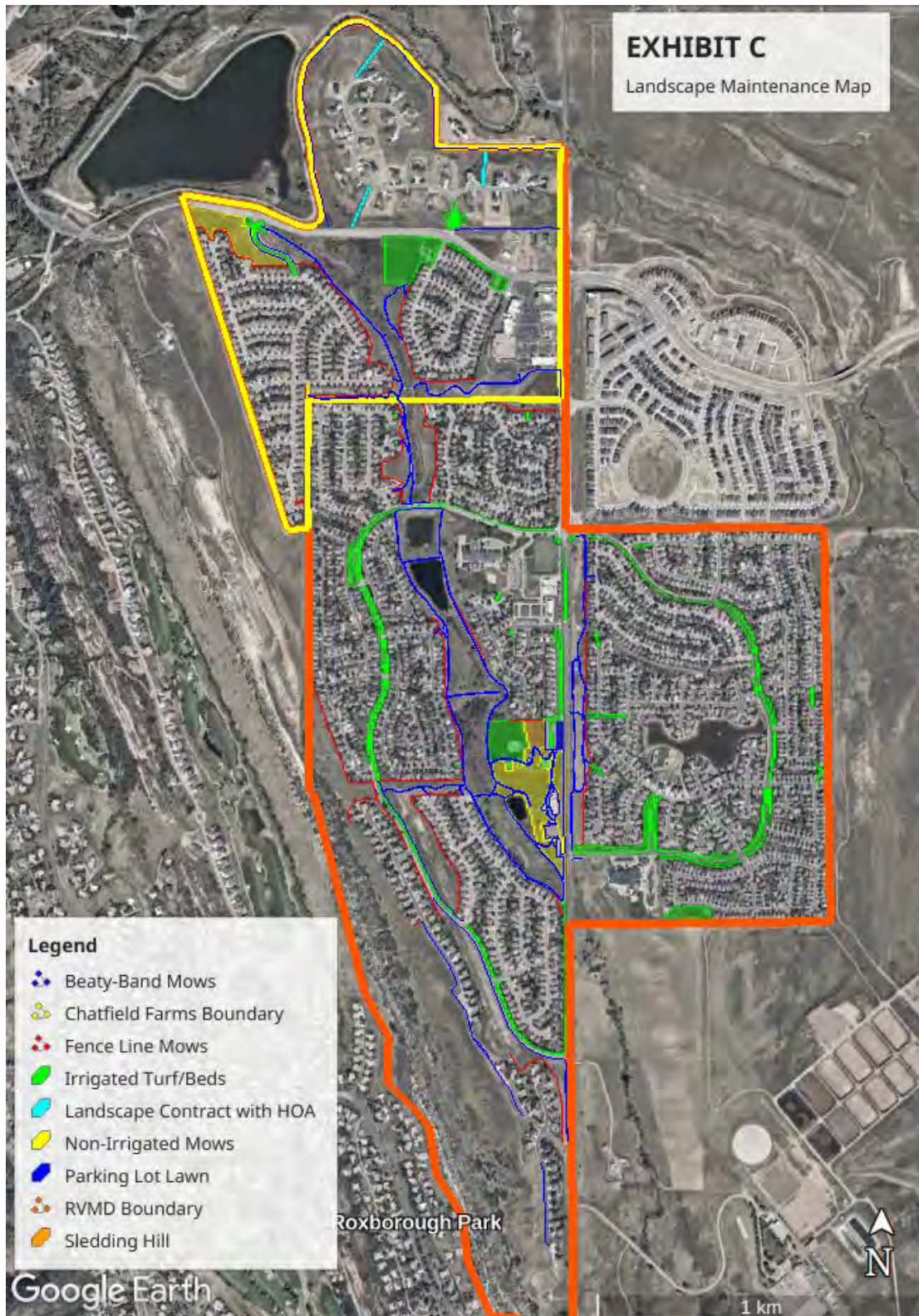
SERVICE	FREQUENCY/ NUMBER	TIME OF YEAR
Site Inspections	Monthly	January - December
Irrigated turf area mowing (mow, trim, blow)	Weekly/As Needed	April - October
Edging-Irrigated Turf Areas	Every Two Weeks	April - October
Fertilization-Irrigated turf areas	1 or 3	Spring or Spring/Summer/Fall
Broadleaf 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.