

## ROXBOROUGH VILLAGE METROPOLITAN DISTRICT

141 Union Boulevard, Suite 150  
Lakewood, Colorado 80228-1898  
Tel: 303-987-0835 • 800-741-3254  
Fax: 303-987-2032

<https://www.roxboroughmetrodistrict.org/>

### NOTICE OF SPECIAL MEETING AND AGENDA

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

DATE: January 13, 2025  
TIME: 6:00 p.m.  
LOCATION: Roxborough Library  
8357 N Rampart Range Rd # 200,  
Littleton, CO 80125

Google Meet joining info  
[meet.google.com/nwe-rdgo-knq](https://meet.google.com/nwe-rdgo-knq)  
(US) +1 470-466-0191  
PIN: 312 125 904#

*\* 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](mailto:pripko@sdmsi.com) or 303-987-0835) of their specific need(s) before the meeting.*

#### I. ADMINISTRATIVE MATTERS

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

#### II. PUBLIC COMMENTS/HOMEOWNER REQUESTS

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

### III. BOARD DISCUSSION MATTERS

- A. Discuss possible town hall dates to discuss maintaining HOA owned property (enclosures).
- B. Discuss adjustments to the district website, specifically the landing pages for the menu items.
- C. Discuss whether to request Xcel to install charging stations in the district where they cover most or all of the cost of installation. Information regarding their process is still pending.
- D. Updates from Arrowhead Shores HOA meeting.
- E. Discuss who to appoint to Director Rubic's vacant position on the Operations Committee.
- F. Update on Community Park RFP. (enclosure)
- G. Discuss any updates on the 2025 Landscape Agreement. (enclosure)
- H. Discuss possible employee hires, including what type of employee, what their scope of work would be, and any other prerequisites for hiring an employee. (enclosure)
- I. Updates on the following items:
  - 1. District signage;
  - 2. Douglas County updates on proposed maintenance agreement for medians and roadsides; Waterton Rd safety, and Executive Homes drainage issues (enclosure)
  - 3. Information or proposal(s) for repairs/maintenance of playground equipment throughout the District;
  - 4. Chatfield Farms Playground Spinner Equipment (enclosure),
  - 5. Turf replacement (xeriscape) project;
  - 6. Broken electric line under N Rampart Range Road repair project;
  - 7. Status of the holiday lights purchase and display;
- J. Environmental Committee Update.

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

IV. OTHER MATTERS

- A. Other

V. PUBLIC COMMENTS/HOMEOWNER REQUESTS

VI. ADJOURNMENT

**THE NEXT REGULAR MEETING IS SCHEDULED FOR JANUARY 15, 2025.**

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT**

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January 9, 2025

Board of Directors

Roxborough Village Filing No. 16-A Homeowners' Association, Inc.

Via E-Mail:                     

Re: Notification of Nonappropriation of Funds for 2025 Maintenance and Snow Removal Services

Dear Board Members,

This letter is in follow-up to the two letters the Roxborough Village Metropolitan District (“***District***”) Board of Directors (“***Board***”) previously sent to the Roxborough Village Filing No. 16-A Homeowners' Association (“***Association***”). In each of the prior letters, the Board advised the Association that the Board was intending to have the District cease providing maintenance and snow removal services without charge to areas owned by the Association, effective December 31, 2024.

This letter advises the Association that the Board did not appropriate funds in its 2025 Budget to continue providing maintenance and snow removal services for the Association without charge in 2025. As such, the District’s maintenance and snow removal services terminated on January 1, 2025.

The Board will be holding say least one and potentially two town hall meetings to continue educating the community on this issue and to receive input on the District potentially conducting an election in May 2025 to ask its voters if they want the District to continue providing maintenance and snow removal services at no cost to the Association and to the other homeowner associations for which the District also provides maintenance services. We will let you know when the Board has established the date and time of the town hall(s).

If the Association would like the District to provide interim maintenance and snow removal services, the Board can arrange for the District to provide the services for a fee. Please contact the District Manager to initiate an interim agreement.

Sincerely,

Ephram Glass, President

On behalf of the Board of Directors of the

Roxborough Village Metropolitan District

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January 9, 2025

Board of Directors  
Roxborough Village Filing No. 14B Homeowners' Association  
Via E-mail: 

Re: Notification of Nonappropriation of Funds for 2025 Maintenance and Snow Removal Services

Dear Board Members,

This letter is in follow-up to the two letters the Roxborough Village Metropolitan District (“*District*”) Board of Directors (“*Board*”) previously sent to the Roxborough Village Filing No. 14B Homeowners' Association (“*Association*”). In each of the prior letters, the Board advised the Association that the Board was intending to have the District cease providing maintenance and snow removal services without charge to areas owned by the Association, effective December 31, 2024.

This letter advises the Association that the Board did not appropriate funds in its 2025 Budget to continue providing maintenance and snow removal services for the Association without charge in 2025. As such, the District’s maintenance and snow removal services will terminate on December 31, 2024.

The Board will be holding at least one and potentially two town hall meetings to continue educating the community on this issue and to receive input on the District potentially conducting an election in May 2025 to ask its voters if they want the District to continue providing maintenance and snow removal services at no cost to the Association and to the other homeowner associations for which the District also provides maintenance services. We will let you know when the Board has established the date and time of the town hall(s).

If the Association would like the District to provide interim maintenance and snow removal services, the Board can arrange for the District to provide the services for a fee. Please contact the District Manager to initiate an interim agreement.

Sincerely,

Ephram Glass, President  
On behalf of the Board of Directors of the  
Roxborough Village Metropolitan District

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January 9, 2025

Board of Directors  
Roxborough Village First Homeowners' Association, Inc.  
Via e-mail: [Angela.Christensen@kchoa.com](mailto:Angela.Christensen@kchoa.com)

Re: Notification of Nonappropriation of Funds for 2025 Maintenance and Snow Removal Services

Dear Board Members,

This letter is in follow-up to the two letters the Roxborough Village Metropolitan District (“**District**”) Board of Directors (“**Board**”) previously sent to the Roxborough Village First Homeowners' Association (“**Association**”). In each of the prior letters, the Board advised the Association that the Board was intending to have the District cease providing maintenance and snow removal services without charge to areas owned by the Association, effective December 31, 2024.

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If the Association would like the District to provide interim maintenance and snow removal services, the Board can arrange for the District to provide the services for a fee. Please contact the District Manager to initiate an interim agreement.

Sincerely,

Ephram Glass, President  
On behalf of the Board of Directors of the  
Roxborough Village Metropolitan District

### Section 1---General Information

The Roxborough Village Metropolitan District is requesting proposals from qualified playground equipment providers to design, provide and install an inclusive playground to replace an old playground that was removed a few years ago. The playground/park is at Community Park, 7671 N Rampart Range Rd, Littleton, CO 80125. The proposed playground is to be an inclusive playground that incorporates equipment for children ages 2 - 12 years old. A map of the site along with pictures are included in Appendix C.

The overall work is to include design, grading, drainage, hardscaping, installation of new surfacing, installation of site furnishings, and miscellaneous site work. The scope of this RFP includes the excavation, foundations, equipment, border, seating, and surfacing. Demolition, grading, drainage, site work, site furnishings, site concrete, an engineered wood fibre (EWF) play surface, etc. are included in the scope of this RFP and shall be considered part of the budget provided.

This project seeks to meet the goals and guidelines set forth in the Playground Design Guidelines in Appendix A. The District will review the designs of vendors who respond to this RFP and make a selection based on the quality of the design, quality of the play equipment, and overall value.

### Section 2---Scope of Services

The District is looking to select a playground design based on quality and adherence to Playground Design Guidelines and requirements identified in Appendix A.

#### 2.1 – Design Options for Inclusive Playground Improvements

- Provide a minimum of two designs for the proposed Inclusive Playground to be located in the location shown in Appendix B. Options should include elements that tie the playground into the unique Roxborough landscape.
- Include with each design option a summary list of elements provided by the Vendor for each option.
  - Drawings
  - Renderings
  - Product cutsheets and data
  - Other information to illustrate the Vendor’s design intent for each Design Option.

#### 2.2 - Pricing:

- Provide pricing for all labor and equipment required for excavation, foundations, equipment, border, seating, and surfacing within the playground border for each design option. The designs are not to exceed \$350,000 each and more than two designs and variations thereof are acceptable.
- Pricing is to be itemized by element provided by the Vendor which shall include all installation/material costs.
- The Owner is a tax-exempt entity. Do not include taxes in Vendor pricing submittal.

#### 2.3 – References/Maintenance items:

- Please provide an example of three similar projects in size and scope, including references

### Section 3---Project Schedule

The District reserves the right to cancel this RFP process at any time.

- It is expected that award of the project will occur within five months of receipt of the RFP documents.
- Provide a proposed schedule on when construction will commence and conclude. If material delivery is expected to be an issue, provide details on what lead times are expected.

Section 4      Pre-Proposal Meeting

A pre-proposal meeting is not required. Any questions or requests for a pre-proposal meeting or site visit related to this RFP shall be made in writing or by email to the District Manager, Peggy Ripko at [pripko@sdmsi.com](mailto:pripko@sdmsi.com). She can be reached by phone at 303-987-0835.

Commented [1]: Do you want to have one?

Section 5--Submittal Requirements

Proposals will be received by the District until 4:00 PM on February 28, 2025. Proposals received after this date and time may be rejected by the District.

Proposals must be submitted electronically to Peggy Ripko at [pripko@sdmsi.com](mailto:pripko@sdmsi.com).

Section 6--RFP Format/Evaluation Criteria

Evaluation:

Proposals will be evaluated based on the enclosed selection criteria. Please be advised that proposals submitted to the District are subject to applicable Federal, State, and local public information disclosure regulations. Requests to view a proposal will be arranged upon receipt by the District of a written request for such; therefore, any proposal may be subject to viewing by the public. If any information contained in the documents submitted is deemed proprietary in nature, the Offeror is required to defend the District concerning any litigation arising from the Offeror's request for confidentiality.

Commented [2]: Check with Dino re: this

Proposal Format:

There is no page number requirement for this proposal. Pages shall be letter-size (8.5" x 11") pages or larger for drawings, portrait orientation or landscape orientation for drawings, and shall include the information specified in the "Proposal Content" section below.

Proposal Content:

Proposals must address each of the following subjects in the order specified below, using the headings provided. These elements correspond to the evaluation criteria noted in Section 7. *Failure to provide the information requested may result in the proposal being rejected.*

Section A.                      Past Performance

Present the company's past performance on specific projects similar in scale and scope to this project. For each project identified include: Team member(s), project name, project owner and contact information, design contract amount, and the date the contract was awarded.

Section B.                      Understanding of the Project/Project Approach

Present the Consultant's understanding of the scope, challenges, and limits within the context of the project.

Section C.                      Statement of Service

Provide a Statement of Service the District can expect to receive throughout the lifetime of the product.

Section D.                      Playground Designs

Provide designs for each playground scenario.

Section E.                      Design Budget Statement

Provide a statement for each design that the design is within the budget listed in this RFP.

**Commented [3]:** Take out if we don't give a budget

### Section 7---Selection Process

The District Board shall make a selection based upon the proposal submitted, interviews of the Consultant's clients, and feedback from District residents.

Once the selection process is completed, the selected Consultant may be contacted by the District Manager to participate in a meeting to discuss the final scope of services. One (1) design will be selected for the park. A signed contract agreement, drafted by the District, will be required to proceed with the successful Consultant. If an agreement cannot be reasonably finalized after the District's selection, the District may, at its sole discretion, terminate negotiations, and negotiate an agreement with another respondent.

### Section 8--Contract Requirements

The District has the right to award the contract based on a combination of price, design, materials used, and company history.

The successful firm will be required to enter into a non-exclusive contract.

**Commented [4]:** Confirm wording with Dino

The selected firm will be required to hold the District, its employees, Board, Consultants, and its agents harmless.

The selected firm will be required to provide insurance coverage with minimum General Liability Limits of \$1,000,000 Per Occurrence/\$2,000,000 Aggregate, Automobile Limits of \$1,000,000, and provide proof of Workers Compensation Coverage.

The selected firm will be required to provide an insurance certificate listing the District as Additional Insured and include a 30-day notice of cancellation clause.

Add discrimination language here if needed

**Commented [5]:** Check with Dino

# Appendix A

## District Playground Design Guideline Playground Design Guidelines

### Contents

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## Outcome

The District pledges to provide high quality playgrounds across the community. Below are the design guidelines and standards that will be used to design and build new playgrounds that are inclusive, creative, durable and long-lasting, engaging, and fun for all users.

## Design Goals

1. Design for different types of play and abilities in order to provide maximum play challenge and value to the users.
2. Promote creativity, learning, development, and social interaction.
3. Utilize durable surfaces and materials to maximize life.
4. Limit the amount of overall maintenance needed through the life-cycle.
5. Utilize safe designs.
6. Limit the possibility of vandalism.
7. Incorporate built-in shade enabling and encouraging more usage during hot days.
8. Be fun!

## Play Value

1. Play Value
  - a. Playground design shall provide options for users of different ages and abilities.
  - b. Playground design shall provide integrated or separate structures for the 2-5 and 5-12 age groups
  - c. Playground equipment shall encourage physical exercise.
  - d. Playground equipment shall allow care-givers to assist children when needed.
  - e. Playground equipment shall consist of durable components to maximize play value for the life of the equipment.
2. All District playgrounds should consider and include components of each type of play.
  - a. Active
    - i. Description: Active play includes running, jumping, swinging to and fro, rolling, reaching, climbing, spinning, and balancing. Active play moves the user's body up, down, and around.
    - ii. Examples: Monkey bars, swings, seesaws, climbers, balance beams, stepping pods, upper body equipment, rotating equipment, etc.
  - b. Passive/Reflective
    - i. Description: Passive and reflective play includes watching, resting, thinking, and day dreaming
    - ii. Examples: Benches, activity panels, seating walls, creative seats and spaces.
  - c. Creative
    - i. Description: Creative play includes drawing, crafting, painting, coloring, writing, singing, drumming, and dancing. Creative expression encourages children to communicate and connect and provides an opportunity for discovery.
    - ii. Examples: Alphabet panels, tic tac toe, creative play panels, drums and musical equipment.

- d. Imaginative
  - i. Description: Imaginative play includes dressing up, make-believe, and pretend play. This also can include manipulative play pieces, building, pouring, scooping, sifting, stacking, altering, and combining.
  - ii. Examples: Play houses, store panels, puppet panels, themed play equipment, and nature play.
- e. Social
  - i. Description: Social play includes opportunities for talking, sharing, taking turns, team play, following the rules and playing sports. The design should include space for users to congregate and to transition between different play components.
  - ii. Examples: Multiuser play equipment such as rockers and teeter totters, spaces to interact with other individuals.
- f. Sensory
  - i. Sight (Vision)
    - 1. Description: Playgrounds can be colorful and vibrant or subtle and natural, but they should be visually interesting. Playground design and color selection shall provide contrast in light and shadow for the visually impaired. There should be a variety of shapes, layers, words, and letters. Playgrounds shall provide the opportunity for the user to track movement with the eyes and learn to filter and distinguish necessary versus unnecessary information.
    - 2. Examples: Panels, diversity of color and texture, hidden shapes and animals molded into plastic.
  - ii. Sound (Audition)
    - 1. Description: Sound is the perception of differing vibrations. Different materials allow the brain to interpret and recognize tones in low and high range stimuli.
    - 2. Examples: Drums, chimes, bells.
  - iii. Touch (Somatosensory)
    - 1. Description: Touch is the perception of differing textures and pressures. Playgrounds shall provide components that elicit a reaction as a result of touch.
    - 2. Examples: Raised lettering, channel grooves in panels and slides, rough and smooth surfaces.
  - iv. Temperature
    - 1. Description: The material selection, relationship to sun and wind, and placement of the playground contribute to the experienced temperature on the playground. Temperature is tied to safety and comfort and the sense of touch. Design and component selection shall avoid using materials on play equipment that heat up in the sun to the point that they could burn the skin upon contact. Swings and slides shall be oriented so the user is not looking into the sun while swinging or sliding. Playground shall be naturally shaded or provide shade to the users.
    - 2. Examples: Avoid metal slides, avoid dark colors on high touch components, canopies and roofs
  - v. Balance (Vestibular)
    - 1. Description: Balance registers acceleration, go-force, and body movements and head position. It includes the body position relative to gravity and movement. The balance of auditory and visual processing related to balance, attention, eye control, and coordination. Play equipment shall encourage reach, with intermediate steps and handrails, and provide transitions of varying heights.
    - 2. Examples: Suspension bridges, balance beams, standing rocking equipment,

climbers.

vi. Body Awareness (Proprioception/Kinetic)

1. Description: Body awareness is how bodies are positioned in space, their proximity to equipment and other users, and the strength and effort needed for the movement. Playgrounds shall provide graduated challenges that can be continuously changing and provide opportunities for growth. This is similar to vestibular, but it includes relationship between energy and body parts. The need is for jumping, grasping, opening and closing.
2. Examples: Swings, see saws, climbing bars, rotating equipment.

vii. Challenge

1. Description: Playgrounds are intended to be a place of challenge to learn and grow. There are inherent risks moving from one level of mastery to another. The hazards are to be avoided that could lead to injury from falls.
2. Examples: obstacle courses, climbers and opportunities to figure out how to move your body, rock walls

## Accessibility

1. At a minimum, all playgrounds must meet the current ADA standards for accessible design.
2. Playground surfacing shall be generally level and shall not exceed maximum allowable slopes as defined by the current ADA standards.
3. Provide elevated accessible play opportunities with egress that allows the user to return unassisted to the original transfer point.
4. Provide an accessible route between the parking lot or public right of way and the playground.
5. Playgrounds shall be oriented such that the transfer station is oriented closest to the hard surface access path.
6. When specifying rubber safety surfacing, include ground level universally accessible play pieces.
7. Provide an access path to existing sidewalks, pavilions, and restrooms.

## Safety

1. Follow all current and applicable **ASTM and CPSC standards.**
2. Playgrounds should be easily visible from surrounding areas and should have a clear line of sight through the playground.
3. Avoid hiding places and obstructed views.
4. Follow standard for outdoor fitness equipment for ages 13+. Outdoor fitness equipment shall never be in the same footprint as play equipment.

## Materials

1. All playground equipment and surfacing shall be IPEMA Certified.
- 2.
3. No plexi-glass or lexan panels or components shall be used.
4. Components that are composed of multiple sections connected with hardware shall be avoided if gaps between segments cannot be eliminated by tightening the hardware.
5. Play surfaces shall use engineered wood fibre (EWF). No sand, pea gravel, loose rubber fill, or any rocks small enough for a child to carry shall be utilized.
- 6.
7. Use durable play area borders that will contain the EWF and prevent it from blowing away or piling up (Roxborough is known for its high winds).
8. Avoid stepping pods with chain and connection at the bottom.
9. Use durable, easy to repair equipment and surfacing.
10. Avoid items that may require frequent replacement, such as tetherballs.
11. Avoid equipment that utilizes cables that are easily cut by vandals.
12. Care should be taken in the selection and use of moving parts that may wear out quickly.
13. Avoid electronic play components.
14. Avoid talking tubes.
15. When selecting musical equipment:
  - a. Avoid loose mallets, if possible. If using mallets, ensure they are durably tethered and accessible to individuals with grasping issues.
  - b. Post mounted bongo style drums are not considered to be durable.

## Playground Borders

1. A permanent playground border shall be provided.
2. Border shall be made of 6" wide concrete curb.
3. Border shall abut the sidewalks and shall double as a retaining wall and seating area where the sidewalk grade is more than 8" above the play surface.
4. Playground border shall be located outside of all use zones. A 12" buffer shall be provided between the use zone and the edging.

Commented [6]: Confirm

- 5.
6. Provide accessible hard surface path between playground and existing hard surface in the park (e.g. sidewalks, multiuse trails, parking lots).
7. Playground border shall be concrete.

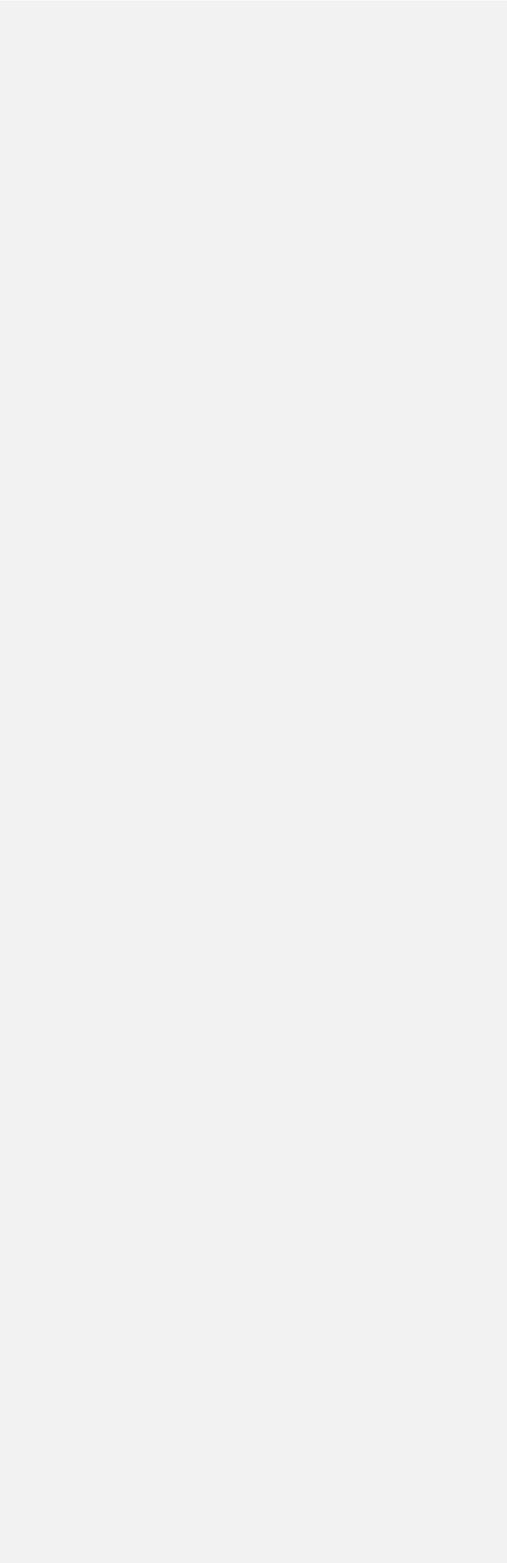
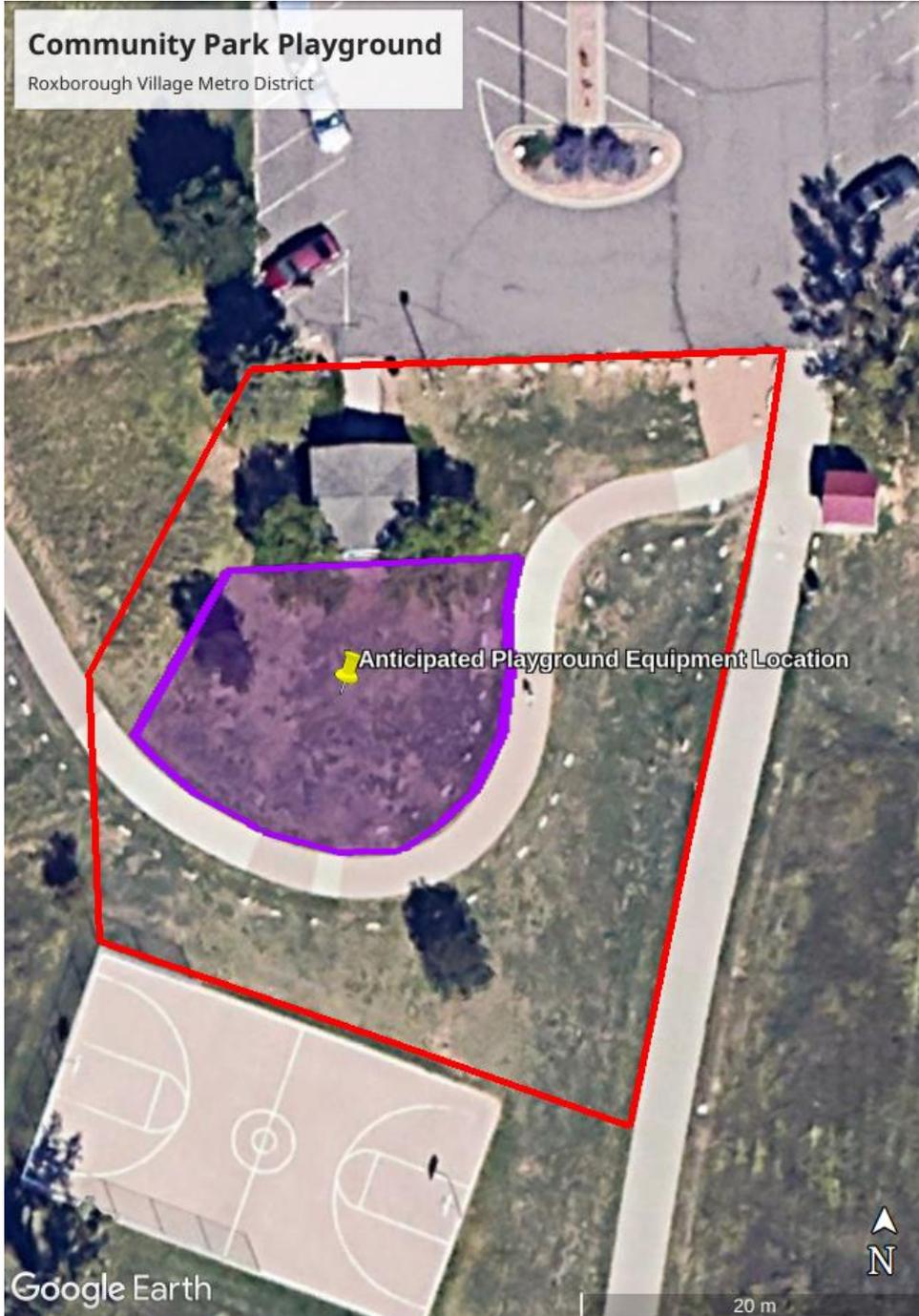
### Site and Drainage

1. Positive drainage shall be provided away from the playground.
2. Whenever feasible, underdrains shall be provided. Underdrains shall daylight and be designed to avoid erosion.
3. The playground footprint shall be elevated if installed in low lying areas.
4. Surrounding grade from top of playground border into turf or hard surfacing shall be a 2% grade for sixteen feet at a minimum if existing terrain allows.
5. Playground surfacing shall be a consistent grade to prevent ponding of water.
6. All material removed shall be taken off site to be disposed of at no additional cost. Care shall be taken to make sure the site is clear of debris and litter on a daily basis. A magnetic roller is to be used upon completion of the work in all grass, beds and parking lots to assure all nails are collected and disposed of.

**APPENDIX B**

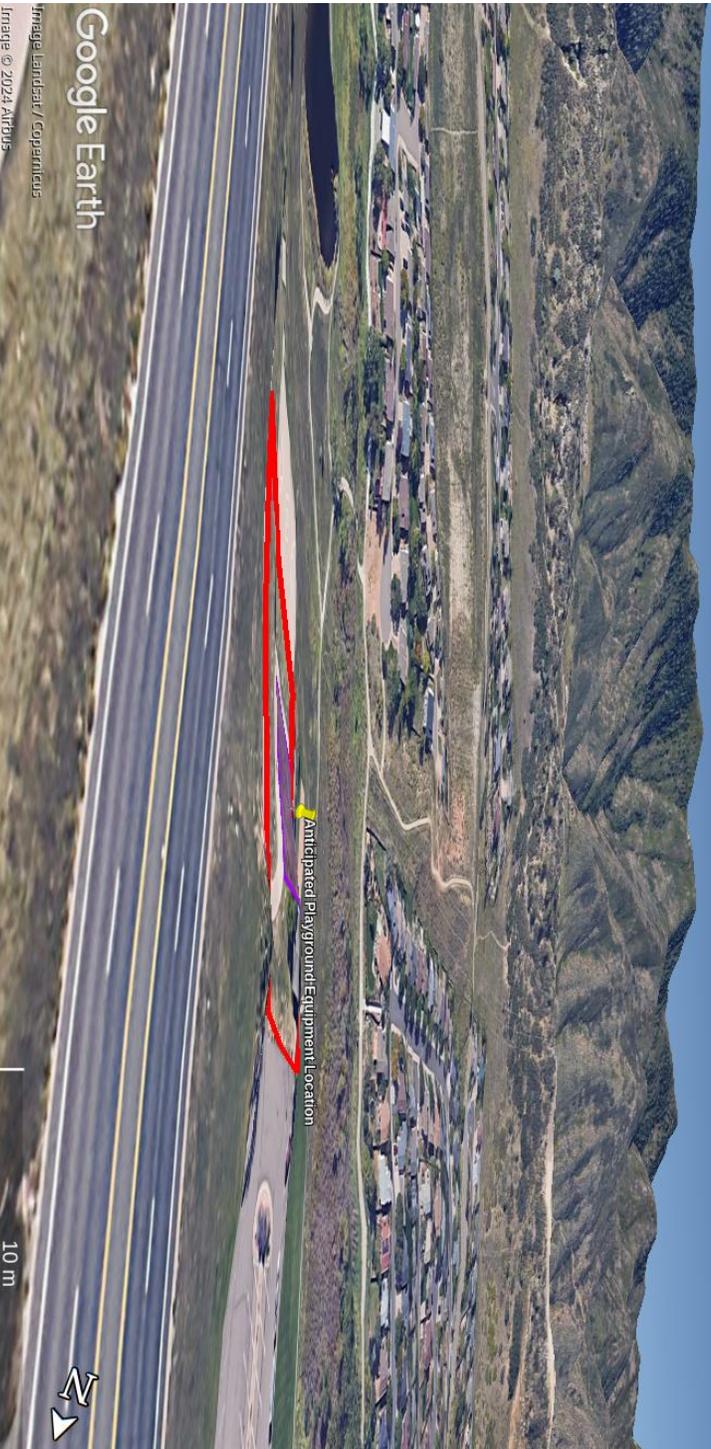
**Community Park Playground**

Roxborough Village Metro District



# Community Park Playground

Roxborough Village Metro District



## AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES

This Agreement for Landscape Maintenance Services ("**Agreement**"), effective the 1<sup>st</sup> 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:

<b>Coverage</b>	<b>Minimum Amounts and Limits</b>
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:

<b>Coverage</b>	<b>Minimum Amounts and Limits</b>
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:

<b>Coverage</b>	<b>Minimum Amounts and Limits</b>
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:

<b>Coverage</b>	<b>Minimum Amounts and Limits</b>
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

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**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 2<sup>3</sup>/<sub>4</sub> - 3<sup>3</sup>/<sub>4</sub> 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 ~~collected and disposed of properly and/or~~ 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 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. ~~The contract price includes replacement of one hundred (100) linear feet of metal edging to be replaced monthly. Only if edging has deteriorated beyond repair, CDI shall provide a quote to the District Manager for its replacement, or irreparable edging shall be replaced. These replacements must be specifically invoiced including date, time expended, and locations serviced for record purposes. If any of the hundred (100) linear feet per month remain unused at the end of the month, CDI will credit the District any remaining linear footage on subsequent work orders submitted for metal edging replacements. The District shall receive the benefit of all one hundred (100) linear feet 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 1,200 linear feet per year. If all deteriorated and irreparable metal edging has been replaced, CDI shall cease metal edging replacement work and credit the remaining linear footage to the District at the unit price listed in Attachment 2.~~

(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: ~~BCDI shall inspect and certify 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. CDI shall file all certification forms as required and provide copies to the District Manager.~~

(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 Roxborough Water & Sanitation. 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**

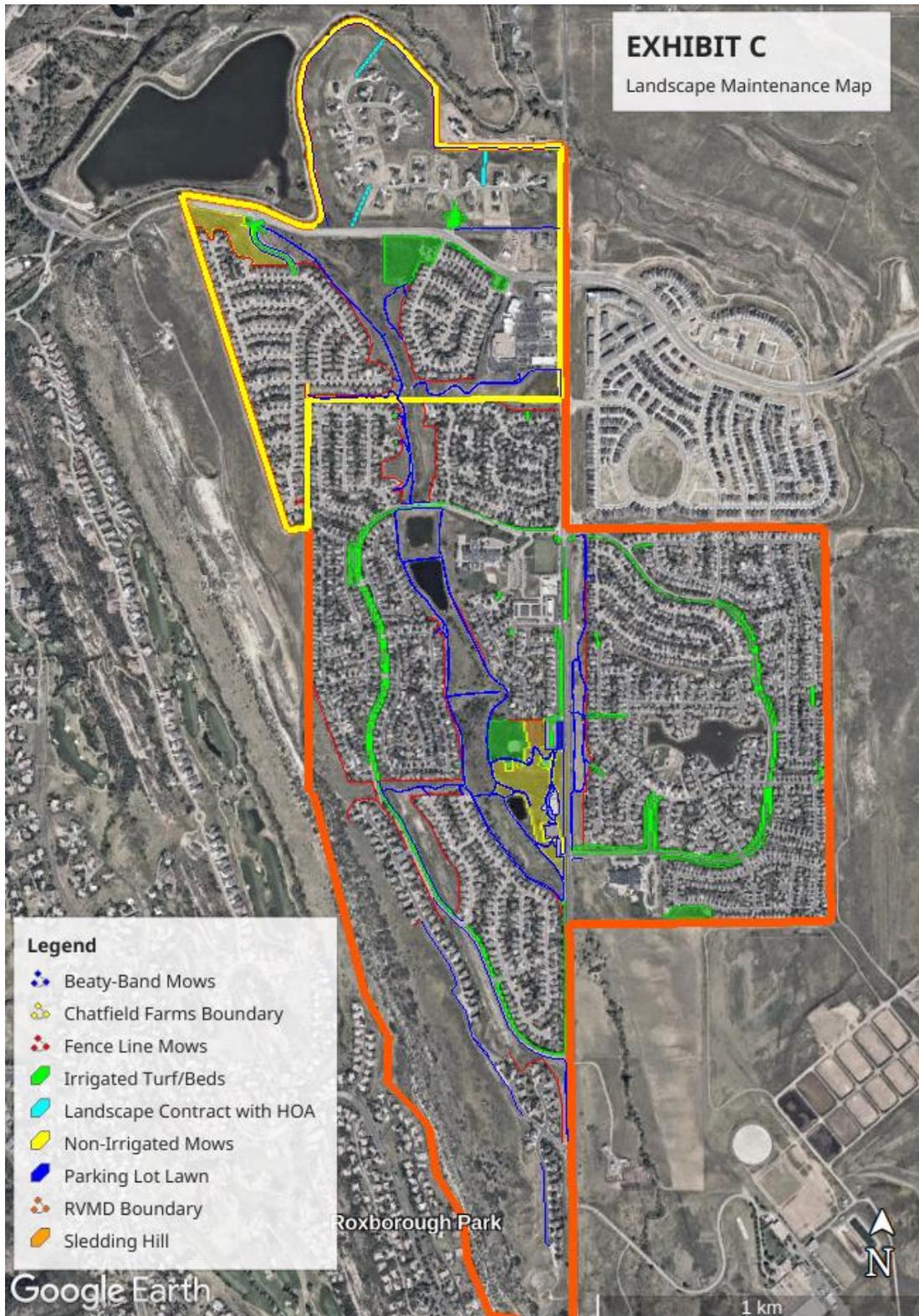
SERVICE	FREQUENCY/ NUMBER	TIME OF YEAR
Site Inspections	Monthly	January - December
Irrigated turf area mowing (mow, trim, blow)	Weekly/As Needed	April - October
Edging-Irrigated Turf Areas	Every Two Weeks	April - October
Fertilization-Irrigated turf areas	<u>1 or 3</u>	<u>Spring or</u> Spring/Summer/Fall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

Gazebo <del>cleaning</del> <u>maintenance</u>	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
<u>Metal landscape edging replacements</u>	<u>100 lin. ft. Monthly</u>	<u>January—December</u>

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



**303-471-1522**  
naturesworkforce.com

<b>To:</b> SDMS	<b>Contact:</b> Peggy Ripko
<b>Address:</b> 141 Union Boulevard, Suite 150 Lakewood, CO 80228	<b>Phone:</b> 303-987-0835 <b>Fax:</b> 303-987-2032
<b>Project Name:</b> Roxborough Village - Jan '24 - Dec '24	<b>Bid Number:</b>
<b>Project Location:</b> Littleton, CO	<b>Bid Date:</b> 12/6/2023
<b>Addendum #:</b> N/A	

2024 Landscape maintenance

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
<b>Summer Weekly Services:</b> Mow, Trim, Blow, Bed Weeding, Trash Pick Up, Edging 13 Times, Spray Tree Rings 3 Times Includes - Bike Path Maintenance, Playground Maintenance, Flower Deadheading,	26.00	EACH	\$1,757.00	\$45,682.00
<b>Pruning Shrubs And Trees:</b> Shrub Pruning 2x Tree Pruning Up To 12' 2x	2.00	EACH	\$5,939.00	\$11,878.00
<b>Spring Clean Up:</b> Cut Ornamental Grasses Back, Remove Pine Needles, And Blow Debris Out Of Beds	1.00	EACH	\$3,060.00	\$3,060.00
<b>Fall Clean Up:</b> Leaf Removal From All Landscape Areas, Cut Back Herbaceous Perennials	1.00	EACH	\$6,553.00	\$6,553.00
<b>Aeration Of All Turf Areas:</b>	2.00	EACH	\$2,764.00	\$5,528.00
<b>Turf Fertilization And Broadleaf Herbicide:</b> 3 Application Of 24-4-10 Fertilizer And One Pre-emergent 3 Applications Of Post Emergent Broadleaf Weed Control	3.00	EACH	\$3,475.22	\$10,425.66
<b>Irrigation Checks:</b> Weekly Irrigation Checks - 20 Hours Per Week	24.00	EACH	\$948.00	\$22,752.00
<b>Irrigation System Spring Start Up:</b>	1.00	EACH	\$2,118.00	\$2,118.00
<b>Irrigation System Winterization:</b>	1.00	EACH	\$2,683.00	\$2,683.00
<b>Native Grass Field Mowing:</b> 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	\$1,028.00	\$1,028.00
<b>Native Grass Beauty Band &amp; Fence Line Mowing:</b> (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	\$598.50	\$3,591.00
<b>Tennis &amp; Basketball Court Maintenance</b>	52.00	EACH	\$138.50	\$7,202.00
<b>Volleyball Courts Maintenance</b>	30.00	EACH	\$107.00	\$3,210.00
<b>Skate Park Maintenance</b>	52.00	EACH	\$108.50	\$5,642.00
<b>Skate Park Pressure Wash</b>	1.00	EACH	\$3,449.00	\$3,449.00
<b>Softball Field Grooming</b>	26.00	EACH	\$157.00	\$4,082.00
<b>Softball Field Striping</b>	6.00	EACH	\$278.50	\$1,671.00
<b>Trash Pick Up - Summer</b> Includes - Pond Edges	52.00	EACH	\$155.00	\$8,060.00
<b>Winter Trash Removal:</b> 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	\$240.00	\$6,240.00
<b>Dog Waste Pick Up</b>	104.00	EACH	\$99.85	\$10,384.40
<b>Pond Litter Removal - Inside</b>	2.00	EACH	\$1,678.00	\$3,356.00
<b>Shredded Wood Mulch - Refresh</b>	1.00	LS	\$12,090.00	\$12,090.00

12/21/2023 1:39:16 PM

Page 1 of 2



**303-471-1522**  
 naturesworkforce.com

<b>To:</b>	SDMS	<b>Contact:</b>	Peggy Rlpko
<b>Address:</b>	141 Union Boulevard, Suite 150 Lakewood, CO 80228	<b>Phone:</b>	303-987-0835
		<b>Fax:</b>	303-987-2032
<b>Project Name:</b>	Roxborough Village - Jan '24 - Dec '24	<b>Bid Number:</b>	
<b>Project Location:</b>	Littleton, CO	<b>Bid Date:</b>	12/6/2023
<b>Addendum #:</b>	N/A		

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Steel Edger - 3/16" X 4"	1,200.00	LF	\$10.31	\$12,372.00
<b>Total Bid Price:</b>				<b>\$193,057.06</b>

**Notes:**

- Irrigation rates will be \$ 82.00 per hour for a irrigation technician any necessary materials will be additional.
- **This proposal is good for 30 days following the date given on the proposal.**
- This bid does not include traffic control.

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

January – 5%	\$9,652.84
February – 5%	\$9,652.84
March – 5%	\$9,652.85
April – 10%	\$19,305.71
May – 10%	\$19,305.71
June – 10%	\$19,305.71
July – 10%	\$19,305.71
August – 10%	\$19,305.71
September – 10%	\$19,305.71
October – 10%	\$19,305.71
November – 10%	\$19,305.71
December – 5%	\$9,652.85
<b>Total:</b>	<b>\$193,057.06</b>

## 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.

**From:** Daniel Levine

**Sent:** Monday, December 16, 2024 1:42 PM

**Subject:** RE: 2025 Agreement for Landscape Maintenance Services - CDI

This contract does not reflect the most recent proposals that we provided. This proposal shown is from last year and has not been updated. Below are my comments on the contract, but we MUST get clarification on what scope of services the board really needs included in the price, prior to us providing accurate pricing. We were told to remove all of the HOA's from the bid, which has been done. Now it seems based on the contract attached they want us to put them back in for the time being. There are other services added to the scope of work that have NOT been included in the past such as Winter Watering. Please see my comments below.

Article 1, Section 1.1 (A) has a statement regarding the removal of the HOA's from the scope of work. However, the pricing we provided has already removed this from our contract. We need to clarify if the metro district is expecting us to maintain these areas until further notice. If that is the case, then we need to increase our pricing to accommodate those areas. This is getting very confusing, as we were asked to remove these areas, which we did, and the contract is stating they are included until further notice. Please confirm so we can update the proposal accordingly.

The HOA language doesn't specify whether to include them or not, however the maps do not include them. The language can likely remain in place.

Article 1, Section 1.1 (B) Can we put something in this section that states we will be put before all of the district specific items and that this and that we allocate 1 hour per meeting.

This was not changed.

Article 1, Section 1.3 (b) Payment Procedure- Can we add a comment in this section stating that it is the Boards responsibility to contact CDI via email anytime there is a disputed invoice? There are times, like now, that I am not in the loop regarding an invoice being disputed until way after the payment is late.

This was not changed. This should be standard procedure.

Article 1, Section 1.3 (C) Chatfield Farms is not included in our proposal, see above 1.1 A

We already clarified to CDI that Chatfield Farms is included.

Article II Standard Landscaping Services:

(b) Mowing will occur 26 times per season, any additional frequencies can be done at an additional price.

This is a bad idea. We purposely did away with a fixed number due to overmowing.

(e) CDI uses a season long fertilizer that is applied 1 time in the spring and lasts 270 days. It will be applied at 7 lbs per 1000sf, which is recommended manufacture rates. This product does not contain phosphorus.

This was changed in the agreement.

(f) CDI's proposal does not include the use of organic materials; this can be priced at an additional cost to the district.

This is a notification. No changes are necessary.

(h) Due to the use of a season long fertilizer, which may be applied as early as February, we may not be able to time the aeration and fertilizer application within 1 week of fertilizer application. Since there is only one application the second aeration will be done in September or October.

This was adjusted, but the 1 week language was unchanged. Fertilizing too early will cause runoff.

Section 2 Non irrigation turf:

(a and b) Services are bid at a maximum of 6 occurrences, additional occurrences can be provided at the unit price bid.

We purposely do not want a specific number of mows and want this as 'as needed'.

(c) Non irrigation turf and native grass mowing is bid at an occur, additional occurrences can be provided for an additional cost. Also, clippings will NOT BE COLLECTED, they will be left in place to decompose.

The only change made was that clippings will not be collected.

Section 3:

(c) Dead plant can be removed; however, this is a separate cost and not included in the contract. We can do T&M or bid price.

This is so minor given the number of flower beds that it should remain in place.

(E) Winter watering is NOT INCLUDED In our price, but can be provided at an additional cost.

This was adjusted.

#### Section 4: Mulch and Mulch beds

1. We included the normal 1-time application (35 yards max) of topdressing wood mulch per the contract, additional mulch can be done at an additional cost. Contract includes spraying tree rings 3 times per year to keep grass from growing around them.

This was adjusted for the spraying but not for the mulch.

(c ) Edging of mulch beds not included in base contract, can be done at an additional cost.

The language was changed to edging or spraying.

#### Section 5:

2. Replacing edger or mow strips is NOT included in the contract and can be done for an additional cost. The contract price has an alternate for edger replacement that can be done. Doing 100LF of edger each month is not economically viable, we prefer to do 1200LF all at one time. If we are not going to be able to do the edger all at once, we will need to charge additional mobilization fees. We also need to make sure this price is included in the base contract, as our proposal did not include that.

This was removed.

3. Flower care is not included in our contract, we will hand weed beds. If annual flowers are planted by CDI, we will include the cost of deadheading in our flower proposal.

This was unchanged.

4. Perennial should be cut back in Fall, not spring. Ornamental grasses are cut as part of our spring cleanup, typically starting as weather allows in January.

The language in the agreement already matches this.

#### Section 7:

We removed 4 hours of irrigation tech time from our proposal as these hours were allocated to the HOA's. Do you want us to include all 20 hours? If so, we need to update the contract. The irrigation check hours will not be credited back monthly. Any hours that are remaining for the month will be used the following month. At the end of the irrigation season, any outstanding hours will be credited at that time. The district will receive all minor repairs and billed for materials only, as long as the district has hours left in its weekly budget.

The language was unchanged. We still want the 20 hours.

(g) Backflow testing is NOT included in our price, as new regulations require this work to be done by a licensed plumber starting April 1<sup>st</sup>, 2025. CDI can hire a plumber and set the testing up for the district at an additional charge.

This was removed. It will be cheaper to use a plumber.

(h) Typically, we shut the irrigation system down in October, and drain it to protect it from freezing. However, we do not typically or always blow the lines out with compressed air prior to November 1<sup>st</sup>.

The language in there says they need approval for deviations. There's not a good reason to change it.

(i) There is some type of maximum allowed water draw from the water department that CDI is not allowed to go over. I believe it is 45-acre feet. Can we add something in this to state that when we reach the maximum allowable water, we are no longer responsible for keeping the water levels as stated.

This was added.

Section 14- CDI will charge T&M rates for any GIS services requested by the board including training.

This will not be added. They will save money by using the GIS to record data they are required to send anyway.

Article II Additional Services- Ephram is consistently provided us with verbal work requests, does SDMI have a work order program we can utilize to insure approval? Does this requirement of approval pertain to irrigation repairs as well?

Language was added by Dino to clear this up.

Standard Scope of Services: We need to update the frequency for the following items:

Irrigated turf mowing- 26 times (twice in April and Twice in October, weekly from May 1st through September 30<sup>th</sup>.)

Unchanged.

Fertilization- 1 time depending on weather as early as February. To include pre-emergent herbicide application

1-time fertilizer was added as an option, but not for application in February.

Leaf Removal- November/December weather dependent.

Adjusted.

Beauty-band and Fenceline mowing Monthly April- September (6 total occurrences)

Unchanged.

Shrub and Tree pruning- (After spring flowering shrubs are done blooming, and at the end of the year)

This was already in there as June and March. Pruning during the fall is not a best practice - horticulturalists state late winter.

New Tree Watering- NOT INCLUDED IN SCOPE TO BE DONE AS NEEDED FOR ADDITIONAL PRICE.

Adjusted to state up to 15 trees.

Mulch one time in spring- Up to 35 Yards or 25,000SF.

Remains unspecified.

Chemical Weed control of Landscape Beds- We will do some of the property each week to keep weeds under control for a maximum of 26 applications, or 1 time through the entire property each month. This is not done AS NEEDED, as we highly recommend a fall pre-emergent application to help control hard to control weeds.

Pre-emergent is already noted as applied in the spring in the agreement. Other weeds should be done as needed (as specified).

Manual weed control will be done each week during the mowing as needed. We will pull weeds over 2" tall or over 6" horizontally (creeping weeds).

Unchanged.

Flower dead-heading is NOT INCLUDED IN CONTRACT.

Unchanged.

Irrigation system adjustments will be made within the 16 hours contracted per week, otherwise it will be done on T&M.

Unchanged from 20 hours.

System repairs same as above, done on T&M unless it can be done in the 16 hours allotted.

Already specified.

Backflow inspections- EXCLUDED FROM PRICE, see new backflow state requirements.

Removed.

Winter watering of plants, trees, and turf, are NOT INCLUDED in our contract and can be done T&M or bid price when requested.

Changed.

Other than trash removal and beauty bands, there is NO BIKE PATH MAINTENANCE IN OUR PRICE.

Clarified to "cleaning".

Gazebo Maintenance not included in our price, other than trash removal

Clarified to "cleaning".

Playground Maintenance is NOT included in our price, other than trash removal.

Clarified to "cleaning".

Metal Landscape edging can be done for an additional cost, but is based on 1200 LF at one time. If we are doing 100LF per month we MUST Charge an additional mobilization fee for each occurrence.

Removed.



ENVIRONMENTAL CONTRACTOR

5585 W. Airport Rd  
Sedalia, Colorado 80135

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

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

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

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
<b>Summer Weekly Services:</b> Mow, Trim, Blow, Bed Weeding, Edging 13 Times, Spray Tree Rings 3 Times	26.00	EACH	\$2,102.63	\$54,668.38
<b>Winter Trash Removal:</b> 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	\$36.28	\$943.28
<b>Pruning Shrubs And Trees:</b> Shrub Pruning 2x Tree Pruning Up To 12' 1x	2.00	EACH	\$3,840.24	\$7,680.48
<b>Spring Clean Up:</b> Cut Ornamental Grasses Back, Remove Pine Needles, And Blow Debris Out Of Beds	1.00	EACH	\$9,599.86	\$9,599.86
<b>Fall Clean Up:</b> Leaf Removal From All Landscape Areas, Cut Back Herbaceous Perennials	1.00	EACH	\$7,814.85	\$7,814.85
<b>Turf Fertilization And Broadleaf</b> Herbicide: Season Long Duration Fertilizer (270 Day Release) Pre-emergent To Control Crabgrass 3 Broadleaf Herbicide Applications	3.00	EACH	\$5,491.33	\$16,473.99
<b>Spring Pre-emergent Herbicide:</b> Application To Landscape Beds:	1.00	EACH	\$1,662.34	\$1,662.34
<b>Aeration Of All Turf Areas:</b>	2.00	EACH	\$2,535.94	\$5,071.88
<b>Irrigation Checks/Repair Time:</b> 20 Hours Per Occurrence Total Of 480 Hours For The Season.	24.00	EACH	\$1,360.62	\$32,654.88
<b>Irrigation System Spring Start Up:</b>	1.00	EACH	\$2,959.48	\$2,959.48
<b>Irrigation System Winterization:</b> (1 Time)	1.00	EACH	\$6,863.52	\$6,863.52
<b>Native Grass Field Mowing:</b> (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	\$3,229.54	\$3,229.54
<b>Native Grass Beauty Band Mowing:</b> (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	\$1,861.85	\$11,171.10
<b>Tennis &amp; Basketball Court Maintenance</b>	52.00	EACH	\$40.73	\$2,117.96
<b>Volleyball Courts Maintenance</b>	30.00	EACH	\$36.20	\$1,086.00
<b>Skate Park Maintenance</b>	52.00	EACH	\$38.31	\$1,992.12
<b>Skate Park Pressure Wash</b>	1.00	EACH	\$868.89	\$868.89
<b>Softball Field Grooming</b>	26.00	EACH	\$24.14	\$627.64
<b>Shredded Wood Mulch</b> - Refresh	1.00	LS	\$7,994.26	\$7,994.26
<b>Trash And Dog Station Services</b>	104.00	EACH	\$398.35	\$41,428.40
<b>Pond Litter Removal</b> - Inside Excludes Crystal Lake Park	2.00	EACH	\$401.22	\$802.44
<b>Softball Field Striping</b>	6.00	EACH	\$62.06	\$372.36

**Total Bid Price: \$218,083.65**

**Additional Recommended Services**

<b>Fall Pre-emergent Herbicide:</b>	1.00	EACH	\$1,662.34	\$1,662.34
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ENVIRONMENTAL CONTRACTOR

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Sedalia, Colorado 80135

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<b>Address:</b> 141 Union Boulevard, Suite 150 Lakewood, CO 80228	<b>Phone:</b> 303-987-0835
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<b>Addendum #:</b> N/A	

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Application To Landscape Beds: <b>Revive Applications-</b> Spring, Summer, And Fall Applications	3.00	EACH	\$5,066.11	\$15,198.33
<b>Total Price for above Additional Recommended Services Items:</b>				<b>\$16,860.67</b>

**Native Broadleaf Herbicide Applications**

**Native Grass - Broadleaf Herbicide:** Spot Spray (estimated Per Occurrence Price) 1.00 EACH \$30,366.20 \$30,366.20

Does Not Control Grassy Weeds.  
Based On Map Provided, Spot Treating Approx. 188 Acres Per Occurrence

**Native Broadleaf Weed Control: (price Per Hour)** 1.00 HR \$210.00 \$210.00

Typical Production Rate Is Around 1 Acre Per Hour,  
Depending On Slope, Infestation Levels, And Access This May Adjust Up Or Down.  
Hourly Rate Includes Materials, Labor, And Standard Equipment.  
Price Is Per Hour, Per Person.

**Total Price for above Native Broadleaf Herbicide Applications Items:** \$30,576.20

**Notes:**

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

**An Equal Opportunity Employer**

**Payment Terms:**

Payment due 30 days from invoice.

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

**Job Type:** Part-time or Full-time

**Job Location:** Roxborough Village

**Pay:** \$20-\$40 an hour

**Benefits:** 401(k) with 6% Match; Health Insurance

**Job Description:** The position will help maintain the Roxborough Village Metro District landscaping, which primarily involves irrigation services, mowing, and snow removal.

**About Us:** The Roxborough Village Metropolitan District (District) is located in Douglas County just past the south end of Wadsworth Boulevard situated between Roxborough State Park, Chatfield State Park, and Waterton Canyon. The District is approximately 959-acres and is primarily residential, with about 6,700 residents and 2,380 households. The Roxborough Park Foundation, Ravenna, and Sterling Ranch Prospect Village are neighbors to Roxborough Village and are separately funded entities, though their residents use the schools, commercial areas, and recreation facilities located within Roxborough Village. With close proximity to two state parks, the regional High Line Canal trail, Waterton Canyon, and the Rocky Mountains, the District is known for its community, nature, and wildlife.

Primary District amenities include parks, open space, and landscape maintenance and management. Maps, district documents, and additional information can be found on the District's website at [www.roxvillagemetro.colorado.gov](http://www.roxvillagemetro.colorado.gov).

**About the Role:** You will help maintain landscaped areas and open space within the Roxborough Village Metro District. Among the responsibilities of the role are:

- Irrigation Services:** You will make irrigation leak repairs, clean obstructed sprayhead nozzles, adjust watering schedules, and adjust spray patterns as needed. You will monitor and maintain irrigation pond levels.
- Mowing:** You will mow sports fields, fence lines, and beauty-bands and certain non-irrigated areas as prescribed by the Board.
- Sport Field Maintenance:** You will maintain sports fields within the district.
- Landscape Maintenance:** You will maintain landscaped areas. This includes keeping pathways clear, renewing mulch, maintaining edging, pruning trees and bushes, replacing dead plants, deadheading, weeding, removing dead plant material, and maintaining irrigation systems.
- Tree Care:** You will prune trees and bushes along pathways and maintained areas, plant and water new trees as required by the District, and add mulch as needed.
- Trash Services:** You will remove trash from the district's trash cans and dog stations and monitor and remove litter from open spaces.
- Graffiti Removal:** You will remove graffiti as needed.
- Holiday Lights:** You will install and remove holiday decorations.

•**Snow Removal:** You will remove snow and ice from paved surfaces in the district.

**About You:** The ideal candidate will have the following skills and experience:

- Large irrigation system maintenance experience
- Landscaping experience
- Sports field maintenance experience
- Snow removal experience
- Excellent organizational skills
- Excellent written and verbal communication skills
- Good computer literacy
- Have a valid driver's license
- Lives locally, preferably within the district

To join our team as our first employee, apply online here. In your cover letter, please explain why your experience is relevant to this role.

Statistics from CDI (from 11/19/2022 – 12/2/2024):

\$869,390.98 billed to RVMD

Breakdown:

<b>Account</b>	<b>Billed</b>
64010 - Landscape Repairs & Maintenance	\$12,473
64020 - Landscape Weed Control Expense	\$1,478
64030 - Irrigation Expense	\$203,739
64040 - Landscape Contract	\$381,526
64080 - Misc. Landscape Expense	\$272
65030 - Graffiti Removal /Vandalism Exp	\$14,202
65080 - Misc. Playground & Infrastructure	\$1,830
68025 - Water Expense	\$9,650
68030 - Seasonal Lighting Expense	\$9,471
68070 - Snow Removal Expense	\$218,500
68095 - Open Space Maintenance/ Fire	\$608
80020 - Irrigation Improvements	\$10,424
Split	\$5,220
<b>TOTAL</b>	<b>\$869,391</b>

**Job Title:** District Assistant Manager

**Job Type:** Part-time or Full-time

**Job Location:** Primarily remote/work from home

**Pay:** \$20-\$35 an hour

**Benefits:** 401(k) with 6% Match; Health Insurance

**Job Description:** The position will support the Roxborough Village Metro District in overseeing and managing the district.

**About Us:** The Roxborough Village Metropolitan District (District) is located in Douglas County just past the south end of Wadsworth Boulevard situated between Roxborough State Park, Chatfield State Park, and Waterton Canyon. The District is approximately 959-acres and is primarily residential, with about 6,700 residents and 2,380 households. The Roxborough Park Foundation, Ravenna, and Sterling Ranch Prospect Village are neighbors to Roxborough Village and are separately funded entities, though their residents use the schools, commercial areas, and recreation facilities located within Roxborough Village. With close proximity to two state parks, the regional High Line Canal trail, Waterton Canyon, and the Rocky Mountains, the District is known for its community, nature, and wildlife.

Primary District amenities include parks, open space, and landscape maintenance and management. Maps, district documents, and additional information can be found on the District's website at [www.roxvillagemetro.colorado.gov](http://www.roxvillagemetro.colorado.gov).

**About the Role:** You will help execute directives from the Board, supervise contractors, monitor and respond to social media, and assist in running board meetings. Among the responsibilities of the role are:

- Contract Management:** You will obtain proposals from vendors and coordinate the bid process through contract execution.
- Project Management:** You will act as the project manager for various District projects. This includes tracking project and action item progress, identifying issues, meeting with contractors as needed, ensuring contractors are sticking to their contracts, and relaying information to the Board.
- Grant Writing:** You will assist in applying to various grants and assist in any grant reporting requirements.
- Social Media Coordinator:** You will monitor neighborhood social media posts and provide responses as needed.
- Event Coordinator:** You will be responsible for organizing community events.
- Board Meeting Facilitator:** You will act as the District meeting coordinator by identifying available meeting times, booking meeting rooms, drafting agendas, and drafting meeting minutes.

**About You:** The ideal candidate will have the following skills and experience:

- Project management experience
- Excellent organizational skills
- Excellent written and verbal communication skills

- Good computer literacy
- Experience with MS Excel or other spreadsheet software
- Lives locally, preferably within the district

To join our team as our first employee, apply online here. In your cover letter, please explain why your experience is relevant to this role.

**LICENSE AGREEMENT**

THIS LICENSE AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, COLORADO, hereinafter referred to as "COUNTY", whose address is 100 Third Street, Castle Rock, Colorado 80104, and ~~address is~~ ROXBOROUGH VILLAGE METROPOLITAN DISTRICT, a political subdivision of the State of Colorado, hereinafter referred to as "LICENSEE".

1. **PROPERTY LICENSED.** The COUNTY hereby grants a license ("License") to the LICENSEE, subject to the terms and conditions contained in this License Agreement, for use of the property, which includes the land and any improvements or facilities thereon, described as follows ("Property"):

**SEE EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF**, which identifies the general location of the area to be maintained by the LICENSEE or its assigns within the public right-of-way, which includes the following landscape improvements: planting materials, landscape materials, landscape rock, trees, sidewalks, trails, electric outlets, lighting, decorative walls, and irrigation improvements ("Improvements"). "Improvements" includes any improvements installed by the LICENSEE on the Property.

The Property is subject to all easements and rights-of-way ("ROW") of record. The Improvements installed by the LICENSEE on the Property shall be owned and maintained by the LICENSEE.

2. **UTILITIES.** The LICENSEE covenants and agrees to pay all charges for water, electric power and other utilities assessed, levied or incurred on the Property associated with the Improvements during the term of this License or any renewal thereof.

3. **MAINTENANCE, REPAIR AND ALTERATIONS.** The LICENSEE covenants and agrees not to make or permit to be made any alterations in, or additions to, the Property without the prior written consent of the Public Works Engineering Director, hereinafter "Engineer", and to keep the Property and all Improvements thereon in good repair at the expense of the LICENSEE; to keep the Property free from litter, dirt, debris and obstruction; and to surrender and deliver the Property in good order and condition upon the expiration or termination of this License, ordinary wear and tear and loss by fire, flood or Act of God excepted. In the event the COUNTY has to enter the Property to repair, remove, or in any way maintain the Improvements in order to protect the integrity of the public ROW, the COUNTY will first notify the LICENSEE in advance of the work so that the LICENSEE may determine whether to make the repair, removal, or maintenance work itself; or, if the LICENSEE determines the COUNTY may perform such work, the County may charge all repair, removal or maintenance costs to the DISTRICT. In the event the Improvements create an immediate hazard to the users of the public ROW, the COUNTY shall have the right to repair or remove the same without the need for prior notice and may -charge all costs to the LICENSEE.

4. **USE.** The LICENSEE covenants and agrees that it shall utilize the Property for construction and maintenance of the Improvements and for no other purpose and not to use the Property or permit it to be used for purposes prohibited by the applicable laws of the United States, State of Colorado or any political subdivisions thereof.

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5. RE-ENTRY. The COUNTY or its duly authorized representative has the right to enter upon the Property at any time for the purpose of inspecting the same, regular roadway and utility maintenance, making surveys, showing the Property to prospective licensees and to do such other acts and things as it deems necessary for the protection of its interest therein.

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6. NOTICE. Any required notice shall be in writing and given by hand delivery or mailed by certified mail, return receipt requested, to the respective parties at the address hereinabove given ("Notice"). The Engineer shall be the representative of the COUNTY to accept or give any approval. Notice or the like provided for hereunder. In the event the LICENSEE should change the address hereinabove given during the term of this License, the LICENSEE shall notify the COUNTY in writing of such change of address. Notice by hand delivery shall be deemed given on the day on which such Notice is actually received or rejected by the Party to whom it is addressed. Notice by certified or registered mail shall be deemed given on the earlier of the day it is actually received or the third day after such Notice is deposited in the US mail.

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7. NO COVENANT OF TITLE OR QUIET POSSESSION. The rights granted herein are without covenant of title or warranty of quiet possession of the Property and no water or water rights are granted by this License.

Commented [1]: I think we need to also require electronic notice. Also, there is a problem with having an address since it changes over time. Thirdly, this says 'address hereinabove', but there is no address above.

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8. SUCCESSORS AND ASSIGNS. This License shall inure to the benefit of, and be binding upon, the respective legal representatives, heirs, successors and assigns of the parties.

9. ASSIGNMENT OR SUB-LEASE. The LICENSEE covenants and agrees not to assign this License or to sublet any part of the Property without first obtaining the written consent of the COUNTY.

10. PROPERTY TAKEN "AS IS". The LICENSEE understands and agrees that the Property is licensed "as is", and the LICENSEE is assuming responsibility for any loss, injury, death or damage that may result from any and all defects, be they obvious or hidden, that said Property may contain. The COUNTY makes no warranty, written or implied, that the Property is fit for any purpose or that it meets any federal, state, county or local law, ordinance or regulation applying to the Property.

11. LIABILITY AND INDEMNIFICATION. The COUNTY shall not be liable for any loss, injury, death or damage to any person or personal property which may arise from the use or condition of the Property improvements (including, but not limited to, loss, injury, death or damage resulting from ice, water, rain, snow, gas, electrical wires, fire, theft, burst pipes or plumbing failures) during the term of this License or any renewal thereof. The LICENSEE hereby expressly agrees to defend, indemnify and hold harmless the COUNTY, its officers, agents, employees and insurers against any liability, loss, damage, demand, action, cause of action or expense of whatever nature (including court costs and attorney's fees) which may result from any loss, injury, death or damage allegedly sustained by any person, firm, corporation or other entity which arises out of or is caused by reason of LICENSEE'S use and occupancy of the Property or LICENSEE'S failure to fulfill the terms and conditions of this License Agreement. Nothing in this Agreement shall be construed to constitute a waiver on the part of the COUNTY or the LICENSEE of any governmental immunity which either Party may enjoy under the Colorado Revised Statutes or other law. Except as otherwise provided in the Agreement, the LICENSEE's obligations under this Agreement are limited solely to maintenance responsibilities for the Improvements and shall, in no way, be construed to entail the assumption by the LICENSEE of any other liabilities and/or responsibilities with regard to the streets within the boundaries of the LICENSEE which have been dedicated to the COUNTY.

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12. RESERVATION FOR BOARD USE. This License is conformable to the provisions of all COUNTY regulations insofar as applicable. Said provisions are incorporated herein and made a part hereof by this reference and shall supersede any apparently conflicting provisions otherwise contained in this License Agreement. The COUNTY reserves the right to make full use of the Property as may be necessary or convenient, and the COUNTY retains all rights to operate, maintain, install, repair, remove or relocate any of its facilities located within the Property at any time and in such a manner as it deems necessary or convenient. If such work will require removal, relocation, or alterations to the Improvements, the COUNTY will first notify the LICENSEE in advance of the work so that the LICENSEE may determine whether to make the removals, relocations, or alterations to the Improvements itself.

13. TERMINATION.

a. Either Party may terminate this Agreement by giving thirty (30) days' written Notice to the other Party. Notice of termination shall be signed by the terminating party, who shall give Notice to the other Party as provided in Section 6. The License may be terminated by the COUNTY at any time upon thirty (30) days prior written notice to the LICENSEE.

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b. If default shall be made in any of the covenants or agreements herein contained to be kept by the LICENSEE, it shall be lawful for the COUNTY to enter into the said Property, or any part thereof, either with or without process of law, to terminate the interest of the LICENSEE or of any other person or persons occupying the same, and to expel, remove or put out such person or persons, using such force as may be necessary in so doing, without being liable to prosecution or to damages therefor, and the said Property again to repossess and enjoy, as in the first and former estate of the COUNTY. If at any time the License shall be terminated as aforesaid or by any other means, the LICENSEE agrees to surrender and deliver up said Property peaceably to the COUNTY immediately upon termination, and if the LICENSEE shall remain in possession after termination, the LICENSEE shall be deemed guilty of a forcible detainer of said Property, and waiving all notice, shall be subject to eviction and removal, forcibly or otherwise, with or without process of law.

14. VENUE. For the resolution of any dispute arising hereunder, venue shall be in the courts of Douglas County, State of Colorado.

15. ANNUAL APPROPRIATION. All direct and indirect financial obligations of a party under this Agreement are subject to appropriation, budgeting, and availability of funds to discharge such obligations. If a party's governing body fails to appropriate funds for that party's obligations under this Agreement for a calendar year, this Agreement shall terminate immediately, and neither party shall have any further obligation under this Agreement. No provision of this Agreement shall be construed or interpreted (a) to directly or indirectly obligate a party to make any payment in any fiscal year in excess of amounts appropriated for such fiscal year; (b) as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever of a party within the meaning of Article XI, Section 6 or Article X, Section 20 of the Colorado Constitution or any other constitutional or statutory limitation or provision; or (c) as a delegation of governmental powers by a party.

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16. NO THIRD-PARTY BENEFICIARIES. This Agreement is not intended to, and shall not, confer rights on any person or entity not named as a party to this Agreement, expressly including enforcement of any of the terms and conditions of this Agreement; all rights of action relating to such enforcement are strictly reserved to the Parties.

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17. RELATIONSHIP TO THE PARTIES. By entering into this Agreement, the Parties are not creating, and shall not be construed as creating, a joint venture, partnership, authority, or any other type of relationship between the Parties, and each Party shall remain a separate and distinct entity for all purposes under this Agreement.

18. EXECUTION. This Agreement may be executed in counterparts and by electronic pdf or facsimile, each of which shall be deemed an original and together shall constitute one valid and binding instrument.

19. SPECIAL PROVISIONS.

**SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.**

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The parties hereto mutually agree to all the terms and provisions herein contained.

Executed on the day and year above written.

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

By: \_\_\_\_\_  
Name: Ephram Glass ~~Mark Rubie~~  
Title: President

**ATTEST:**

\_\_\_\_\_  
Title: \_\_\_\_\_

**BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF DOUGLAS**

BY: \_\_\_\_\_  
Chair

**ATTEST:**

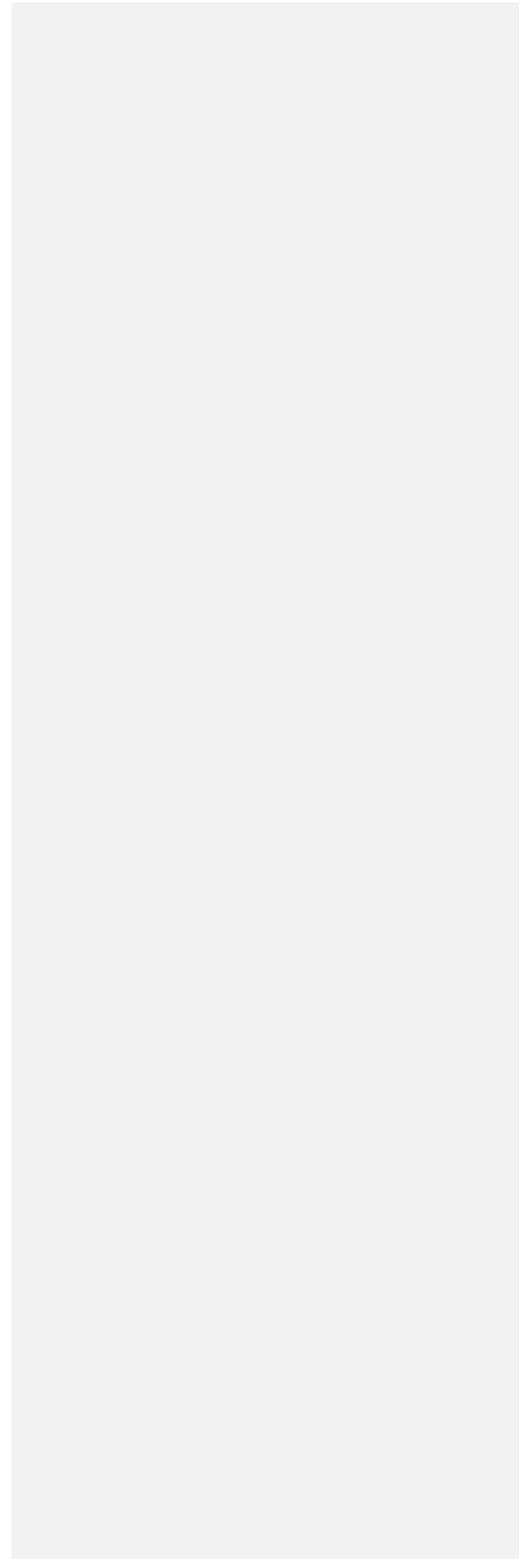
\_\_\_\_\_  
Deputy Clerk

**APPROVED AS TO FORM:**

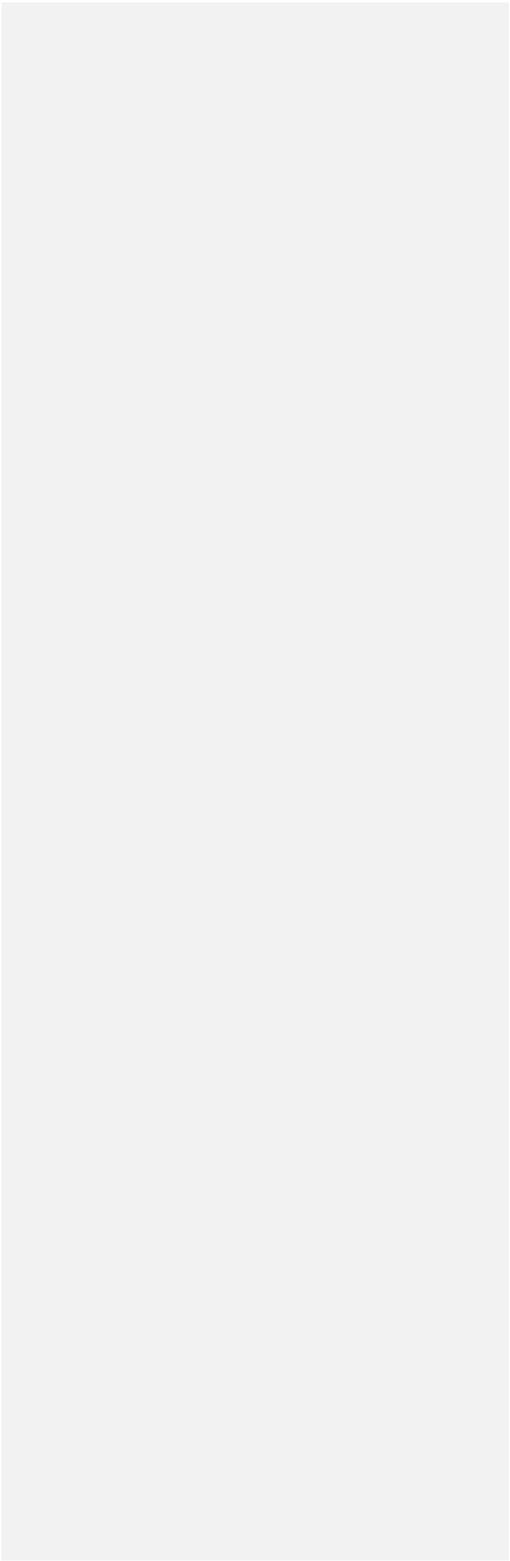
\_\_\_\_\_  
CHRISTOPHER PRATT  
Assistant County Attorney

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
DOUGLAS J. DEBORD  
County Manager



|



5799787.2

EXHIBIT "A"

**INSERT**

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## EXHIBIT "B"

- A No party shall be liable for failure to perform hereunder if such failure is the result of *force majeure* and that any time limit shall be extended for the period of any delay resulting from any *force majeure*. *Force majeure* shall mean causes beyond the reasonable control of a party such as, but not limited to, weather conditions, acts of God, strikes, work stoppages, unavailability of or delay in receiving labor or materials, faults by contractors, subcontractors, utility companies or third parties, fire or other casualty, or action of government authorities.
- B The LICENSEE, or the LICENSEE'S contractor, will not be required to obtain any permit from the County for routine maintenance, however a Right-of-way and Construction Permit from the Engineer for any activities requiring shoulder, vehicular lane, bicycle lane or sidewalk closures shall be required prior to the time of commencement of any work to be performed.
- C The LICENSEE shall not erect or place any signs, signposts, billboards, light posts, light fixtures, trees, shrubs, flower beds or other landscaping, buildings or structures of any type on the Property, except those approved by the Engineer. Any modification or additions to the Improvements will need to be approved by the Engineer and a Right-of-Way Use and Construction Permit shall be required.
- D Any repair or replacement of any COUNTY property made necessary because of the repair or maintenance of the Improvements or other appurtenant installations shall be made at the sole expense of the LICENSEE and require a Right-of-Way Use and Construction Permit from the Engineer.
- E In the event the COUNTY deems it necessary to repair, replace, remove or in any way maintain the street, drainage infrastructure, drainageways, or other appurtenances on the Property which will impact the Improvements, the COUNTY agrees to first notify the LICENSEE in advance of the work so that the LICENSEE may determine to make the repair, removal, or maintenance work itself; or, if the LICENSEE determines the COUNTY may perform such work, the County may charge all repair, removal or maintenance costs to the DISTRICT. In the event the Improvements create an immediate hazard to the users of the public ROW, the COUNTY shall have the right to repair, remove or maintain the same without the need for prior notice but agrees to use due diligence in repair or removal of materials to avoid unnecessary damage to the Improvements.
- F Upon abandonment or termination of any right or privilege herein granted, the right of the LICENSEE to that extent shall terminate, but its obligation to indemnify and save harmless the COUNTY its officers and employees, shall not terminate in any event for events which took place at the time of or prior to the abandonment or termination.

- G Upon termination or expiration of this License, the LICENSEE shall abandon the Property and other Improvements made by the LICENSEE, to the extent necessary to leave the area described in **Exhibit A** in the same condition and elevation as before this License was granted, except that the LICENSEE shall plant the area with native grass seed as specified by the COUNTY. The removal and seeding shall be done at the sole expense of the LICENSEE and to the satisfaction of the COUNTY.
- H It is expressly agreed that in case of a Party's ~~the LICENSEE'S~~ breach of any of the within promises, the non-breaching Party COUNTY may at its option, have specific performance thereof, sue for damages resulting from such breach, or take affirmative action to correct such breach and charge the breaching Party LICENSEE for the cost thereof.
- I The LICENSEE shall adjust, modify or cease maintenance of the Improvements upon the request of the Engineer to prevent degradation of roadways, prevent impairment of sight distance, prevent a safety hazard or for any other reason as determined by the Engineer.

**From:** [Ephram Glass](#)  
**To:** [Peggy Ripko](#)  
**Cc:** [Michelle Gardner](#); [Mark Rubic](#)  
**Subject:** Fwd: Roxborough Village - Spinner & Airplane Park  
**Date:** Friday, January 10, 2025 11:41:12 AM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)  
[image005.png](#)  
[image006.png](#)  
[image010.png](#)  
[image011.png](#)  
[image012.png](#)  
[image013.png](#)  
[image014.png](#)  
[image015.png](#)  
[image016.png](#)

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Peggy,  
Can you add this into the Board-only packet next week? We'll poll the board for the color and I'll email Jarett back with the decision.

Thanks,  
Ephram

----- Forwarded message -----

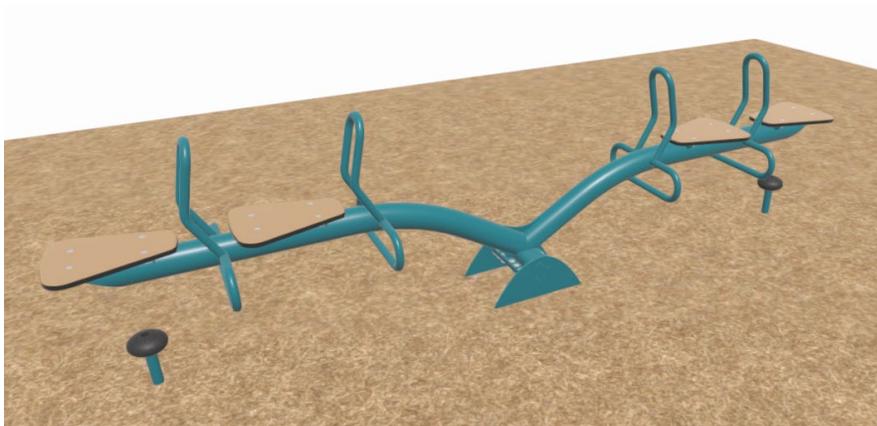
**From:** **Jarett Baer** <[jarett@rmrec.com](mailto:jarett@rmrec.com)>  
**Date:** Fri, Jan 10, 2025 at 11:25 AM  
**Subject:** RE: Roxborough Village - Spinner & Airplane Park  
**To:** Ephram Glass <[ephramglass@roxboroughmetrodistrict.org](mailto:ephramglass@roxboroughmetrodistrict.org)>  
**Cc:** Michelle Gardner <[mgardner@sdmsi.com](mailto:mgardner@sdmsi.com)>, Thomas Beasley <[Thomas@rmrec.com](mailto:Thomas@rmrec.com)>, Isabel Keegan <[Isabel@rmrec.com](mailto:Isabel@rmrec.com)>

Hi Ephram and Michelle,

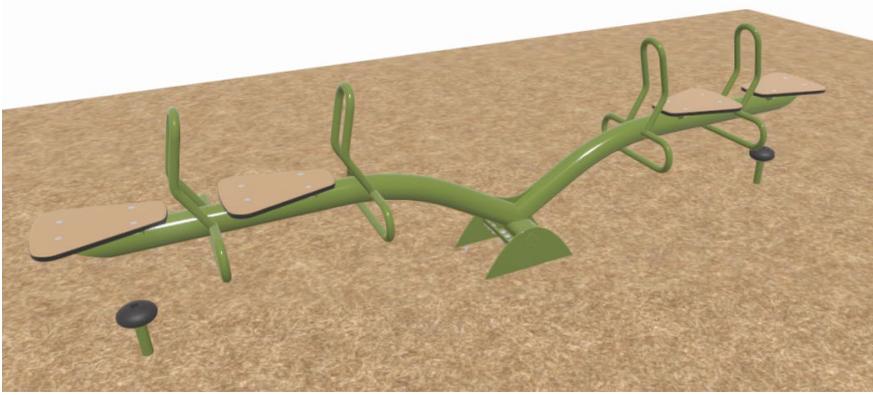
I just signed the contract for the playground updates at Roxborough Village, and realized we have not confirmed colors for the new 4-Seat Seesaw.

Do you have an idea of the color you'd like to use? You can choose any of the ProShield Colors (Landscape Structures [Color Brochure](#), pg. 1) for the equipment/4-Seat Seesaw. Below are some different color examples:

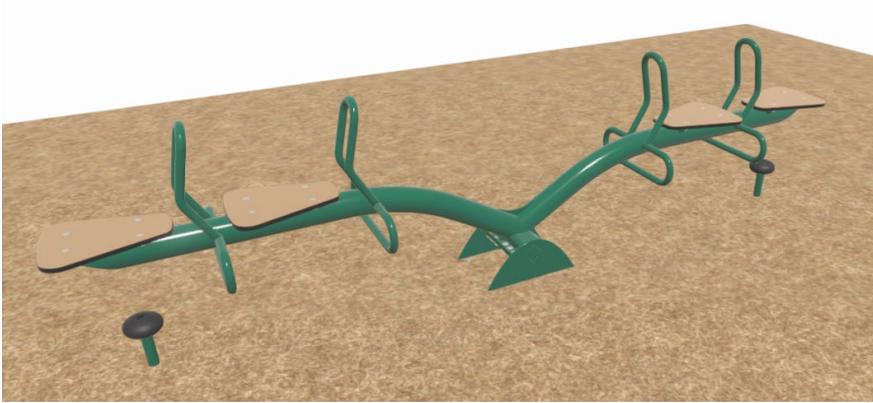
Lagoon:



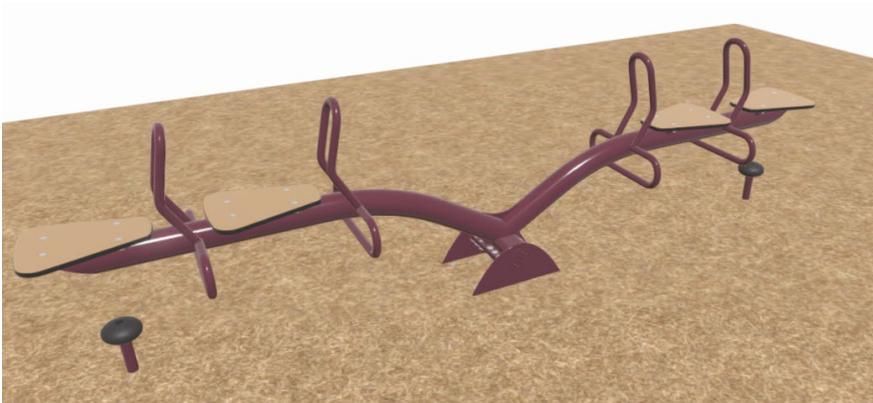
Leaf:



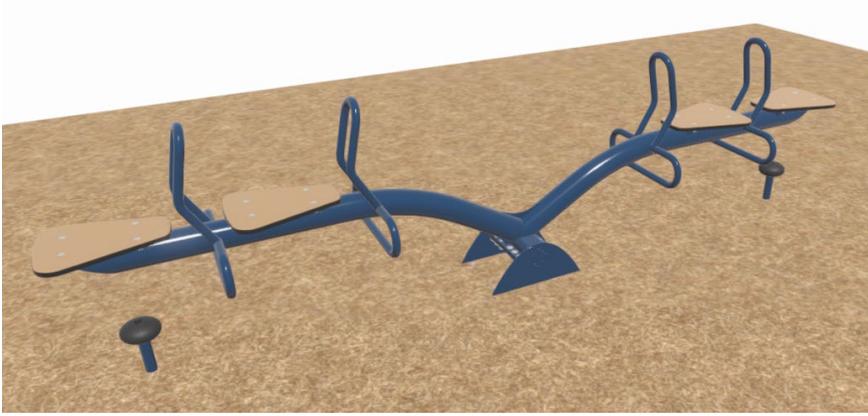
Pine Green:



Plum:



Denim:



The existing swing set at the playground looks close to the Pine Green (posts) and Plum (beam), and the structure and spinners are close to the Denim color (pictures below in email from 8/19/24).

Please let us know what color you'd like to use for the Seesaw, and we can place the equipment order once the half-down payment is released. Landscape Structures will assign a ship date within a few business days of the order being placed, and we can schedule the installation once we know when it will arrive.

I hope this helps and please let me know if you have any questions or need any additional information.

Thanks again!



Jarett Baer  
Installation Coordinator  
o. 303.783.1452  
PO Box 620411 / Littleton, CO 80162  
[jarett@rmrec.com](mailto:jarett@rmrec.com) / [www.rmrec.com](http://www.rmrec.com)

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**From:** Ephram Glass <[ephramglass@roxboroughmetrodistrict.org](mailto:ephramglass@roxboroughmetrodistrict.org)>  
**Sent:** Monday, December 2, 2024 11:47 AM  
**To:** Jarett Baer <[jarett@rmrec.com](mailto:jarett@rmrec.com)>  
**Cc:** Michelle Gardner <[mgardner@sdmsi.com](mailto:mgardner@sdmsi.com)>; Thomas Beasley <[Thomas@rmrec.com](mailto:Thomas@rmrec.com)>  
**Subject:** Re: Roxborough Village - Spinner & Airplane Park

Thank you!

On Mon, Dec 2, 2024 at 11:44 AM Jarett Baer <[jarett@rmrec.com](mailto:jarett@rmrec.com)> wrote:

Hi Ephram and Michelle,

I hope you had a good Thanksgiving and have attached the proposal for the updates to the playground equipment at Roxborough neighborhood park.

The proposal includes the cost of the new Landscape Structures equipment (4-Person Seesaw), plus freight/shipping and installation, as well as removing and disposing of the existing Spica spinner and removing and relocating the Bowl spinner.

I hope this helps and please let me know if you have any questions or need additional information.