

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
REGULAR BOARD MEETING AGENDA

Board of Directors:

Calvin Brown, President	Term Expires May 2020
Debra Prysby, Vice President	Term Expires May 2022
Ron Bendall, Secretary/Treasurer	Term Expires May 2020
Steven Sherman, Assistant Secretary	Term Expires May 2022
Edward Wagner, Assistant Secretary	Term Expires May 2022

Date: January 15, 2019 (Tuesday)
Time: 6:30 p.m.
Place: West Metro Fire Station 15
6220 N. Roxborough Park Road
Littleton, CO 80125
Call in Information: Dial 844-286-0635 Code 391046547

1. CALL TO ORDER
2. DECLARATION OF QUORUM/DIRECTOR QUALIFICATIONS/DISCLOSURE MATTERS
3. APPROVE AGENDA
4. PUBLIC COMMENT and/or GUESTS
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.

CONSENT AGENDA

(Note: All items listed under the Consent Agenda are considered to be routine and will be enacted by one motion and vote. There will be no separate discussion of these items unless a Board member or a member of the audience so requests.)

- A. Consider Approval of the December 18, 2018 Regular Meeting Minutes (enclosed)
- B. Resolution Designating Location for Posting of 24 Hour Notice for Year 2019 (enclosed)
- C. Other

DISCUSSION AGENDA

5. Discuss Preliminary Report re Water Quality Analysis from Aqua Sierra – Kendra Holmes

Roxborough Village Metropolitan District

Agenda – January 15, 2019

Page 2 of 3

6. DIRECTOR ITEMS

- A. Discuss Handyman
- B. Discuss Fireworks

7. MANAGER MATTERS

- A. Website Update
- B. Logo Design
- C. Master Plan Update
- D. Consider Dates for Landscape Tours in Summer
- E. Discuss Email and Reservation Requests from Ed Yeats (enclosed)
- F. Other (enclosed)

8. FINANCIAL MATTERS

- A. Review and Accept Cash Position and Property Tax Schedule (enclosed)
- B. Review and Consider Approval of Current Claims, Approve Transfer of Funds, and Ratify Payment of Autopay Claims and Ratify Approval of Previous Claims (enclosed)
- C. Other

9. LANDSCAPE MAINTENANCE

- A. Metco Landscape Report – Bill Barr (enclosed)
- B. Review and Consider Approval of Proposals:
 - 1. Remove and Reinstall Controller Box - \$450 (enclosed)
 - 2. Waste Receptacle Lids - \$1,158 (enclosed)
- C. Other

10. LEGAL MATTERS

- A. Update Regarding Final Water Due Diligence Filing and Executive Session Pursuant To C.R.S. Section 24-6-402(4)(B) and for the Purposes of Receiving Legal Advice on Specific Legal Questions, if requested
- B. Review and Consider Approval of Resolution 2019-01-___, Resolution Approving Services Agreement with Moore Preferred Cleaning Services Inc. (enclosed)
- C. Review and Consider Approval of Resolution 2019-01-___, Resolution Approving Services Agreement with Planet Scuba, LLC (enclosed)
- D. Review and consider Approval of Resolution 2019-01--___, Resolution Approving Services Agreement with Patriot Pest Control, LLC (enclosed)
- E. Review and Consider Approval of Resolution 2019-01-___, Resolution Approving Services Agreement with Game-Set-Match, Inc. (enclosed)
- F. Update on 14B Parcel Ownership
- G. Update on Chatfield Farms Meters and Billing
- H. Update on Sterling Ranch Referral
- I. Other

Roxborough Village Metropolitan District

Agenda – January 15, 2019

Page 3 of 3

11. ENGINEERING MATTERS

- A. Update on Denver Water Release into Little Willow Creek
- B. Discuss Irrigation Coordination
- C. Discuss Team Payne Skatepark Maintenance
- D. 7 Acre Pond Update
- E. Discuss Status of Striping
- F. Other

12. OTHER BUSINESS

- A. Confirm Quorum for February 19, 2019 Regular Board Meeting

13. ADJOURNMENT

NEXT SCHEDULED BOARD MEETING

**Tuesday, February 19, 2019 at 6:30 p.m. at
West Metro Fire Station 15
6220 N. Roxborough Park Road
Littleton, CO 80125**

REGULAR MEETING SCHEDULE

**Tuesday, March 19, 2019
Tuesday, April 16, 2019
Tuesday, May 21, 2019
Tuesday, June 18, 2019
Tuesday, July 16, 2019
Tuesday, August 20, 2019
Tuesday, September 17, 2019
Tuesday, October 15, 2019
Tuesday, November 19, 2019
Tuesday, December 17, 2019**

RECORD OF PROCEEDINGS

MINUTES OF A REGULAR MEETING
OF THE BOARD OF DIRECTORS OF THE
ROXBOROUGH VILLAGE METROPOLITAN DISTRICT

HELD

Tuesday, December 18, 2018

A regular meeting of the Board of Directors of the Roxborough Village Metropolitan District (referred to hereafter as the "Board") was convened on Tuesday, December 18, 2018 at 6:30 p.m., at West Metro Fire Station 15, 6220 N. Roxborough Park Road, Littleton, CO 80125. The meeting was open to the public.

ATTENDANCE

In Attendance were Directors:

Calvin Brown (by phone)
Debra Prysby
Steve Sherman
Edward Wagner
Ron Bendall

Also in Attendance were:

Katie James, Esq.; Folkestad Fazekas Barrick &
Patoile, P.C.
Scott Barnett; Mulhern MRE Inc.
Bill Barr; Metco Landscaping
Anna Jones and Patrick Shannon; CliftonLarsonAllen LLP

CALL TO ORDER

The meeting was called to order at 6:39 p.m. by Director Prysby.

**DECLARATION OF
QUORUM/DIRECTOR
QUALIFICATIONS/
DISCLOSURE MATTERS**

Director Prysby declared a quorum was present, all directors are qualified.

APPROVE AGENDA

Upon a motion duly made by Director Prysby, seconded by Director Brown, and upon vote unanimously carried, the Board approved the agenda as presented.

**PUBLIC
COMMENT and/or
GUESTS**

There were no public comments.

RECORD OF PROCEEDINGS

CONSENT AGENDA

- A. Consider Approval of the November 13, 2018 Special Meeting Minutes

Upon a motion duly made by Director Sherman, seconded by Director Bendall, and upon vote unanimously carried, the Board approved the Consent Agenda.

DISCUSSION AGENDA

DIRECTOR ITEMS

Director Sherman noted that Ed Yates reported that other residents were upset with the article in The Voice regarding Sterling Ranch. He will meet with Mr. Yates to discuss.

MANAGER MATTERS

- A. Discuss and Consider Approval of Master Plan RFP

Ms. Jones reported that she received comments on the RFP from Directors Brown and Sherman. Director Sherman reviewed his comments with the Board. Ms. James had additional minor revisions that she will forward to CLA. The Board decided to release the RFP in January with responses due in February. A special meeting will be called for interviews after CLA has created a short list of contractors.

- B. Website Logo

Ms. Jones reported that the website has been completed. Director Bendall asked about upgrading news on the main page. She noted that to update the website plan to allow for more features would cost \$17.67 per month.

After discussion, upon a motion duly made by Director Sherman, seconded by Director Wagner, and upon vote unanimously carried, the Board approved to increase the monthly fee.

Upon a motion duly made by Director Sherman, seconded by Director Wagner, and upon vote unanimously carried, the Board approved the purchase of .com, .org, .net and .gov domains.

A decision on the logo was tabled. Director Prysby indicated she would like to go in a different direction, and consider a re-working of the original logo and the Board agreed.

RECORD OF PROCEEDINGS

C. Update on Geolens

This item was tabled.

D. Other

None.

FINANCIAL MATTERS

A. Review and Financial Statements, Cash Position and Property Tax Schedule

Ms. Jones presented the Financial Statements, Cash Position and Property Tax Schedule to the Board. After review, upon a motion duly made by Director Sherman, seconded by Director Bendall, and upon vote unanimously carried, the Board accepted the Financial Statements, Cash Position and Property Tax Schedule.

B. Review and Consider Approval of Current Claims, Approve Transfer of Funds, and Ratify Payment of Autopay Claims and Ratify Approval of Previous Claims

Ms. Jones reviewed the claims with the Board. After review and discussion, upon a motion duly made by Director Sherman, seconded by Director Bendall, and upon a vote unanimously carried, the Board approved the current claims including ACH payments in the total amount of \$76,910.54 and payment of Director fees.

C. Other

None.

**LANDSCAPE
MAINTENANCE**

A. Metco Landscape Report

Mr. Barr reviewed the monthly Landscape Report with the Board.

B. Review and Consider Approval of Proposals:

1. Proposal for Cut Back of Willows Along Spillway Concrete Path - \$7,975

Mr. Barr presented the proposal with the Board. Upon a motion duly made by Director Sherman, seconded by Director Wagner,

RECORD OF PROCEEDINGS

and upon vote unanimously carried, the Board approved the proposal for cut back of willows along the spillway concrete path in the amount of \$7,975.

C. Other

Directory Prysby noted that the Christmas lights are still out in the median. Mr. Barr will follow up.

LEGAL MATTERS

A. Update Regarding Final Water Due Diligence Filing and Executive Session Pursuant to C.R.S. Section 24-6-402(4)(B) and for the Purposes of Receiving Legal Advice on Specific Legal Questions, if requested

Not needed.

B. Update on 14B Parcel Ownership

No update.

C. Update on Chatfield Farms Meters and Billing

Ms. James will work with Mr. Barnett and report at a future meeting.

D. Update on Sterling Ranch Referral

No update.

E. Other

Ms. James reported that TABOR states that the operating mill levy cannot increase from the previous year without a vote of the public.

Ms. James asked for clarification on who will be running the fireworks show for 2019 and whether it will be the District for Arrowhead Shores HOA. The Board will discuss further at the January future meeting.

ENGINEERING MATTERS

A. Update on Denver Water Release into Little Willow Creek

Mr. Barnett reported that Denver Water confirmed that they are still working on this until April.

RECORD OF PROCEEDINGS

B. 7 Acres Pond Update

Mr. Barnett noted there was no update.

C. Discuss Aquatic Management at the Pond

Mr. Barnett noted that the packet contains a report from Aqua Sierra showing the water quality of the District ponds.

D. Discuss 6" Main Line Repair

Mr. Barnett reported that the 6" main line repair is completed.

E. Discuss Status of Handicap Striping

Mr. Barnett noted that Action Striping is waiting on the weather to schedule and will start when the weather is right.

F. Other

Mr. Barnett noted that the monument light was fixed. He will have the installation of a handrail at Willow Creek once Denver Water finishes flushing. Director Wagner noted that Scott Venn, a resident, offered handyman services with a retainer to cover insurance. This will be discussed at the next meeting.

Mr. Barnett will meet with Mr. Barr to finish mapping irrigation. He presented irrigation maps as of December 2018.

OTHER BUSINESS

A. Confirm Quorum for January 15, 2019 Regular Board Meeting

A quorum was confirmed.

ADJOURNMENT

Upon a motion duly made by Director Sherman, seconded by Director Bendall, and upon vote unanimously carried, the Board adjourned the meeting at 8:16 p.m.

RECORD OF PROCEEDINGS

Respectfully submitted,

By: _____
Calvin Brown, President

Attest:

By: _____
Ronald Bendall, Secretary

DRAFT

RESOLUTION 2019-01-____

**RESOLUTION OF THE BOARD OF DIRECTORS OF
ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
DESIGNATING LOCATION FOR
POSTING OF 24 HOUR NOTICE FOR YEAR 2019**

WHEREAS, pursuant to C.R.S. §24-6-402(2)(c), the District must designate a public place or places for posting any notice of meeting required to comply with C.R.S. §24-6-402(2)(c), which notice shall include specific agenda information where possible. Such posting place or places shall be designated annually by the Board at its first regular meeting of the calendar year.

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

Section 1: Notices of meetings pursuant to C.R.S. §24-6-402(2)(c), will be posted at least twenty-four (24) hours prior to such meetings at the following location: Roxborough Village Intermediate School – 7370 Village Circle East, Littleton, CO 80125.

Section 2: Anna Jones of CliftonLarsonAllen LLP or her designee is hereby appointed to post the above referenced notices.

APPROVED AND ADOPTED, this 15th day of January, 2019 by a vote of ____ for, ____ against.

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

By: _____
Calvin Brown, Vice-President

ATTEST:

By: _____
Ronald Bendall, Secretary

Suazo, Kathy

From: Jones, Anna
Sent: Wednesday, January 2, 2019 4:46 PM
To: Suazo, Kathy
Cc: Sangster, Jerel; Shannon, Patrick
Subject: FW: [External] Reservations
Attachments: ED YEATS EEH AND GS.pdf

Under manager items in the agenda.
 Thx!

From: Sangster, Jerel <Jerel.Sangster@claconnect.com>
Sent: Wednesday, January 2, 2019 4:43 PM
To: Shannon, Patrick <Patrick.Shannon@claconnect.com>; Jones, Anna <Anna.Jones@claconnect.com>
Subject: FW: [External] Reservations

Anna/Pat- Is something that should be confirmed with the Board? The policy is a completed application and a refundable \$100 are needed to reserve space but Ed claims that he has been doing this for the last 30 years.



Jerel Sangster, Public Management Analyst
 CliftonLarsonAllen LLP

Direct – 303-439-6058
jerel.sangster@CLAconnect.com

Main 303-779-5710, Fax 303-779-0348
 8390 E Crescent Parkway, Suite 300, Greenwood Village, CO 80111
CLAconnect.com

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 Wealth Advisors, LLC, an SEC-registered investment advisor.

[Send me your files with secure file transfer.](#)

From: Ed Yeats [<mailto:ed.yeats@gmail.com>]
Sent: Wednesday, January 2, 2019 4:38 PM
To: Sangster, Jerel <Jerel.Sangster@claconnect.com>
Subject: Re: [External] Reservations

Jerel - I do not pay the \$100 as they are both community functions.

That has been that way for 29 and 19 years respectively.

Check with the BOD on this. They all know me!

Will

On Wed, Jan 2, 2019 at 4:21 PM Sangster, Jerel <Jerel.Sangster@claconnect.com> wrote:

Hi Ed,

Thanks for the heads up, I have added the requested dates to the calendar. Please complete and return the attached form along with a \$100 (refundable) deposit. I will have your permits drawn up and sent to you when I receive the necessary materials.

Thanks,

Jerel



Jerel Sangster, Public Management Analyst
CliftonLarsonAllen LLP

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jerel.sangster@CLAconnect.com

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From: Ed Yeats [mailto:ed.yeats@gmail.com]
Sent: Wednesday, January 2, 2019 11:56 AM
To: Sangster, Jerel <Jerel.Sangster@claconnect.com>
Subject: Re: [External] Reservations

Hey bud . . . your voice mail is full.

You asked me to get back to you regarding the following:

I am in charge of a couple of events that have been going on for decades.

Can you please reserve the two days for me as you have done in the past?

18th Community Garage Sale - May 11th, 2019 - 7 am to 1 pm - need the parking lot by the gazebo.

29th Annual Easter Egg Hunt - April 13, 2019 5 am to 1 pm = need the parking lot by the gazebo and the entire softball field.

Can I get confirmation asap? Other non-80125 groups have tried securing this dates in the past!

Thanks - Ed!

On Wed, Oct 31, 2018 at 8:58 AM Ed Yeats <ed.yeats@gmail.com> wrote:

Sorry if I have not responded - been out of town.

Thanks for the help and I will contact you after the first of the year!

Ed!

On Mon, Oct 29, 2018 at 4:17 PM Sangster, Jerel <Jerel.Sangster@claconnect.com> wrote:

Hi Ed,

I have not yet drawn up the park use permit for your events. Since they are in 2019 you will receive the permits closer to the date of the events.

Best



Jerel Sangster, Public Management Analyst
CliftonLarsonAllen LLP

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From: Ed Yeats [mailto:ed.yeats@gmail.com]
Sent: Thursday, October 25, 2018 11:12 AM
To: Sangster, Jerel <Jerel.Sangster@claconnect.com>
Subject: Re: [External] Reservations

I usually get letters from you guys. Will I get one?

Thanks, Jerel!

On Tue, Oct 23, 2018 at 3:47 PM Sangster, Jerel <Jerel.Sangster@claconnect.com> wrote:

Got the dates and locations.

Thanks



Jerel Sangster, Public Management Analyst
CliftonLarsonAllen LLP

Direct – 303-439-6058
jerel.sangster@CLAconnect.com

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From: Ed Yeats [mailto:ed.yeats@gmail.com]
Sent: Tuesday, October 23, 2018 9:45 AM
To: Sangster, Jerel <Jerel.Sangster@claconnect.com>
Subject: Re: [External] Reservations

Hey - you got the dates - right?

On Thu, Oct 18, 2018 at 11:24 AM Sangster, Jerel <Jerel.Sangster@claconnect.com> wrote:

Thanks Ed,

Not sure if you said on the phone or not, but could you specify the locations?

Thanks



Jerel Sangster, Public Management Analyst
CliftonLarsonAllen LLP

Direct – 303-439-6058

jerel.sangster@CLAconnect.com

Main 303-779-5710, Fax 303-779-0348

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[Send me your files with secure file transfer.](#)

From: Ed Yeats [mailto:ed.yeats@gmail.com]
Sent: Thursday, October 18, 2018 10:58 AM
To: Sangster, Jerel <Jerel.Sangster@claconnect.com>
Subject: [External] Reservations

Great speaking with you.

I am in charge of a couple of events that have been going on for decades.

Can you please reserve the two days for me as you have done in the past?

Community Garage Sale - May 11th, 2019 - 7 am to 1 pm

Easter Egg Hunt - April 13, 2019 5 am to 1 pm

--

Thanks - Ed Yeats!

"Be Happy And Pass It On"



RE/MAX Professionals
Direct: 303.904.4095
Text: 303.748.8280
10135 W. San Juan Way, Suite 100
Littleton, CO 80127

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2018
REQUEST FOR RESERVATION OF PARK AREAS / GAZEBO
IN ROXBOROUGH VILLAGE METROPOLITAN DISTRICT

Residents of the Roxborough Village Metropolitan District may reserve the park areas/gazebo. Please complete the entire form and submit to Roxborough Village Metropolitan District, Attention: Jerel Sangster, 8390 E. Crescent Pkwy., Suite 300, Greenwood Village, CO 80111 or via email at Jerel.Sangster@CLAconnect.com. The park areas/gazebo is available for reservation as a convenience for the District's residents for a refundable deposit of \$100. Incomplete forms will be returned.

Resident's Name: ED YEATS
Home Phone: 303 904 4095 Cell Phone: 303-748-8280
Address: 8049 Eagleview DR
ROXBOROUGH, CO - ~~80125~~ 80125
E-mail Address: ED.YEATS@gmail.com
Purpose of Reservation: 18TH ANNUAL COMMUNITY GARBAGE SALE DAY
Park Requested: Community Park ~~Softball field~~ ~~Chadfield Farms~~
Area(s) Requested: _____
1st Preference (Date & Times): MAY 11, 2019 5 AM to 2 PM
2nd Preference (Date & Times): N/A
Approximate Number of People in Attendance: ~~100~~ ~~200~~ APRox 300

Comments: Need the GAZEBO & PARKING Lot.

To be Completed by Office Personnel:

Reservation: Approved Denied Reason: _____

Insurance Required: Yes No Insurance Requested Insurance Received

Park Use Permit Sent Park Rules and Regulations Sent

Refundable Deposit Fee Received: _____ Fee Returned: _____

2018
REQUEST FOR RESERVATION OF PARK AREAS / GAZEBO
IN ROXBOROUGH VILLAGE METROPOLITAN DISTRICT

Residents of the Roxborough Village Metropolitan District may reserve the park areas/gazebo. Please complete the entire form and submit to Roxborough Village Metropolitan District, Attention: Jerel Sangster, 8390 E. Crescent Pkwy., Suite 300, Greenwood Village, CO 801111 or via email at Jerel.Sangster@CLAconnect.com. The park areas/gazebo is available for reservation as a convenience for the District's residents for a refundable deposit of \$100. Incomplete forms will be returned.

Resident's Name: ED YEATS
 Home Phone: 303 904 4095 Cell Phone: 303-748-8280
 Address: 8049 Eagleview DR
Roxborough, CO - ~~80125~~ 80125
 E-mail Address: ED.YEATS@gmail.com
 Purpose of Reservation: 29TH ANNUAL EASTER Egg Hunt
 Park Requested: Community Park Softball field Chatfield Farms
 Area(s) Requested: _____
 1st Preference (Date & Times): APRIL 13, 2019 - 5AM to 1PM
 2nd Preference (Date & Times): N/A
 Approximate Number of People in Attendance: ~~1000~~ APPROX 1,500
 Comments: Need everything for parking
(1) GAZEBO parking, (2) tennis parking
LEH IS ON BALL FIELD

To be Completed by Office Personnel:

Reservation: Approved Denied Reason: _____

Insurance Required: Yes No Insurance Requested Insurance Received

Park Use Permit Sent Park Rules and Regulations Sent

Refundable Deposit Fee Received: _____ Fee Returned: _____

Suazo, Kathy

From: Jones, Anna
Sent: Wednesday, January 2, 2019 5:35 PM
To: Jason Blanchard
Cc: Sangster, Jerel; Shannon, Patrick; Suazo, Kathy
Subject: RE: [External] Graffiti Clean Up on Roxborough Village Metro District Property...

Thank you, Jason – Yes, we were made aware of the graffiti and will get a company out there to remove. Do you have any info on who might have perpetrated this activity? I would like them to be responsible to reimburse the District if they have been identified. Thanks so much for reaching out. Much appreciate your help and partnership!
Anna Jones

From: Jason Blanchard <jblancha@dcsheriff.net>
Sent: Wednesday, January 2, 2019 12:07 PM
To: Jones, Anna <Anna.Jones@claconnect.com>
Subject: [External] Graffiti Clean Up on Roxborough Village Metro District Property...

Dear Anna,

A case report was taken for graffiti displaying very inappropriate text and symbols in an area belonging to the Roxborough Village Metro District. I have been given your information as a contact to seek getting this graffiti cleaned up. The case report number is 2019-00000425 if you have any follow up inquiries. I've attached a map and images of the graffiti as received from the reporting party. Thank you very much and please feel free to contact me if I need to do anything else or if you have any questions. Have a wonderful day!









Best Regards,

Jason Blanchard
Deputy/Community Resources/PIO
Douglas County Sheriff's Office
O: 303-660-7510
C: 720-537-1307





ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
Schedule of Cash Position
September 30, 2018
Updated as of January 9, 2019

	General Fund	Debt Service Fund	Capital Projects Fund	Total
<u>FirstBank - Checking Account</u>				
Balance as of 9/30/18	\$ 29,643.91	\$ -	\$ 389.50	\$ 30,033.41
Subsequent activities:				
10/11/18 - Transfer from Colostrust	189,900.00	-	2,100.00	192,000.00
10/16/18 - Check #1165-1178	(92,390.14)	-	(2,100.00)	(94,490.14)
10/18/18 - Check #1179-1180	(409.60)	-	-	(409.60)
Oct ACH - Xcel payments	(37.42)	-	-	(37.42)
Oct ACH - IREA payments	(1,370.75)	-	-	(1,370.75)
Oct ACH - Roxborough Water	(28,651.54)	-	-	(28,651.54)
Nov ACH - Xcel payments	(19.34)	-	-	(19.34)
Nov ACH - IREA payments	(1,063.32)	-	-	(1,063.32)
Nov ACH - Roxborough Water	(1,673.35)	-	-	(1,673.35)
Nov ACH - ADP payroll/taxes	(538.25)	-	-	(538.25)
11/13/18 - Transfer from Colostrust	52,000.00	300.00	-	52,300.00
11/13/18 - Checks #1181-1192	(51,064.65)	(300.00)	-	(51,364.65)
12/17/18 - Transfer from Colostrust	20,800.00	-	4,200.00	25,000.00
12/19/18 - Checks #1193-1208	(70,595.14)	-	(4,200.00)	(74,795.14)
Dec ACH - Xcel payments	(19.46)	-	-	(19.46)
Dec ACH - IREA payments	(890.15)	-	-	(890.15)
Dec ACH - Roxborough Water	(1,225.23)	-	-	(1,225.23)
Dec ACH - ADP payroll/taxes	(1,614.75)	-	-	(1,614.75)
Anticipated payables	(53,074.54)	-	(2,100.00)	(55,174.54)
Anticipated ADP payroll/taxes - Jan	(1,614.75)	-	-	(1,614.75)
Anticipated IREA payment - Jan	(771.15)	-	-	(771.15)
Anticipated Roxborough Water payment - Jan	(746.50)	-	-	(746.50)
Anticipated transfer from Colostrust - Jan	65,900.00	-	2,100.00	68,000.00
<i>Anticipated Balance</i>	<u>50,473.88</u>	<u>-</u>	<u>389.50</u>	<u>50,863.38</u>
<u>Colostrust - Plus</u>				
Balance as of 9/30/18	846,653.05	1,748,630.28	1,366,944.86	3,962,228.19
Subsequent activities:				
10/10/18 - September Property/SO taxes	30,137.22	1,314.43	-	31,451.65
10/11/18 - Transfer to checking	(189,900.00)	-	(2,100.00)	(192,000.00)
10/31/18 - Interest Income	-	7,595.01	-	7,595.01
10/31/18 - Refund of overpayment to holders	-	40,146.50	-	40,146.50
11/10/18 - October Property/SO taxes	25,386.55	(6,724.02)	-	18,662.53
11/13/18 - Transfer to checking	(52,000.00)	(300.00)	-	(52,300.00)
11/27/18 - 12/1 Debt service payment	-	(810,041.75)	-	(810,041.75)
11/30/18 - Interest Income	-	7,320.91	-	7,320.91
12/10/18 - November Property/SO taxes	27,886.88	(1,490.25)	-	26,396.63
12/11/18 - CTF Distribution	-	-	9,591.51	9,591.51
12/17/18 - Transfer to checking	(25,000.00)	-	-	(25,000.00)
12/31/18 - Interest Income	-	6,379.68	-	6,379.68
Anticipated transfer to checking - Dec	-	-	-	-
Anticipated transfer to UMB	-	(13,782.26)	-	(13,782.26)
<i>Anticipated Balance</i>	<u>663,163.70</u>	<u>979,048.53</u>	<u>1,374,436.37</u>	<u>3,016,648.60</u>
<u>UMB - 1993 A & B Bond Fund</u>				
Balance as of 9/30/18	-	1,907,937.80	-	1,907,937.80
Subsequent activities:				
10/31/18 - Interest Income	-	2,183.96	-	2,183.96
11/30/18 - Interest income	-	2,513.78	-	2,513.78
12/31/18 - Interest income	-	2,507.12	-	2,507.12
12/31/18 - 12/31 DS Payment - Series 1993	-	(954,278.52)	-	(954,278.52)
Anticipated transfer from Colostrust	-	13,782.26	-	13,782.26
<i>Anticipated Balance</i>	<u>-</u>	<u>974,646.40</u>	<u>-</u>	<u>974,646.40</u>
<i>Anticipated Balances</i>	<u>\$ 713,637.58</u>	<u>\$ 1,953,694.93</u>	<u>\$ 1,374,825.87</u>	<u>\$ 4,042,158.38</u>

Yield information (as of 12/31/18):

First Bank - 0.0%

Colostrust Plus - 2.48%

**ROXBOROUGH VILLAGE METRO DISTRICT
Property Taxes Reconciliation
2018**

	Current Year							Prior Year			
	Property Taxes	Delinquent Taxes, Rebates and Abatements	Specific Ownership Taxes	Interest	Treasurer's Fees	Net Amount Received	% of Total Property Taxes Received		Total Cash Received	% of Total Property Taxes Received	
							Monthly	Y-T-D		Monthly	Y-T-D
January	\$ 80,970.58	\$ -	\$ 27,741.33	\$ -	\$ (1,214.56)	\$ 107,497.35	2.53%	2.53%	\$ 72,439.90	1.99%	1.99%
February	1,361,903.84	-	25,422.45	-	(20,428.59)	\$ 1,366,897.70	42.52%	45.05%	1,288,386.59	43.94%	45.93%
March	112,796.35	-	27,821.74	18.98	(1,692.24)	138,944.83	3.52%	48.57%	157,785.72	1.83%	47.76%
April	220,075.45	-	25,581.01	8.52	(3,301.27)	242,363.71	6.87%	55.44%	193,864.47	7.33%	55.09%
May	295,734.67	-	28,505.51	117.53	(4,437.85)	319,919.86	9.23%	64.67%	362,566.70	9.82%	64.91%
June	1,082,237.07	-	26,158.70	129.45	(16,235.49)	1,092,289.73	33.79%	98.46%	1,030,926.17	33.91%	98.82%
July	30,750.45	-	30,117.91	407.29	(467.38)	60,808.27	0.96%	99.42%	36,475.91	0.66%	99.48%
August	11,370.50	-	29,346.42	406.06	(176.65)	40,946.33	0.35%	99.78%	30,474.99	0.21%	99.70%
September	1,696.45	-	29,699.30	82.59	(26.69)	31,451.65	0.05%	99.83%	25,619.40	0.01%	99.71%
October	(8,354.25)	-	27,544.93	(652.63)	124.48	18,662.53	-0.26%	99.57%	14,748.13	0.04%	99.75%
November	(1,872.74)	-	28,371.61	(126.72)	24.48	26,396.63	-0.06%	99.51%	28,003.40	0.22%	99.97%
December	-	-	-	-	-	-	0.00%	99.51%	23,707.82	0.00%	99.97%
	\$ 3,187,308.37	\$ -	\$ 306,310.91	\$ 391.07	\$ (47,831.76)	\$ 3,446,178.59	99.51%	99.51%	\$ 3,264,999.20	99.97%	99.97%

Taxes Levied	% of Levied	Property Taxes Collected	% Collected to Amount Levied
--------------	-------------	--------------------------	------------------------------

Chatfield Farms

Property Tax

General Fund	\$ 840,033	26.23%	\$ 835,919.47	99.51%
Debt Service Fund	2,362,960	73.77%	2,351,388.90	99.51%
	\$ 3,202,993	100.00%	\$ 3,187,308.37	99.51%

\$ 236,721.00
-
\$ 236,721.00

Specific Ownership Tax

General Fund	\$ 320,300	100.00%	\$ 306,310.91	95.63%
Debt Service Fund	-	0.00%	-	0.00%
	\$ 320,300	100.00%	\$ 306,310.91	95.63%

Treasurer's Fees

General Fund	\$ 12,610	26.23%	\$ 12,544.60	99.48%
Debt Service Fund	35,400	73.77%	35,287.16	99.68%
	\$ 48,010	100.00%	\$ 47,831.76	99.63%

\$ 3,671.80
-
\$ 3,671.80

Roxborough Village Metropolitan District

Check List

All Bank Accounts

January 7, 2019 - January 11, 2019

Check Number	Check Date	Payee	Amount
Vendor Checks			
1209	01/10/19	Artwork by Brie	315.00
1210	01/10/19	Bailey Tree, LLC	34,750.00
1211	01/10/19	CliftonLarsonAllen, LLP	1,934.00
1212	01/10/19	Folkestad Fazekas Barrick & Patoile	2,271.00
1213	01/10/19	Foothills Park & Recreation District	1,196.02
1214	01/10/19	Game Set Match, Inc.	670.00
1215	01/10/19	Leonard Rice Engineers, Inc.	2,100.00
1216	01/10/19	METCO LANDSCAPE, INC.	2,750.00
1217	01/10/19	Mulhern MRE Inc.	8,972.52
1218	01/10/19	Roxborough Water & San District	746.50
1219	01/10/19	S&B Porta Bowl Restrooms, Inc.	216.00
ach	01/08/19	IREA	39.27
ach	01/11/19	IREA	504.00
ach	01/09/19	IREA	227.88
Vendor Check Total			<u>56,692.19</u>
Check List Total			<u><u>56,692.19</u></u>

Check count = 14



METCO LANDSCAPE, INC.

Monthly Maintenance Report for Roxborough Village Metropolitan District

Submitted by: **Bill Barr** JANUARY Recipients: **Anna Jones, Public Manager**

REVIEW OF GANTTED OPERATIONS

Turf

ALLTURF IN DORMANT CONDITION DUE TO WINTERTIME

Shrub Beds

WINTER CONDITIONS

Trees

ALL TREES IN DORMANT WINTER CONDITION DID WANT TO BRING UP THAT EVERGREENS WERE LIMBED UP OFF FENCES AND ALSO LIMBED UP IN ALL SHRUB BEDS

Irrigation

WE ARE WORKING WITH MULHERNE TO MAP OUT LOCATIONS OF CONTROLLERS ALONG WITH A MAPPING OF LOCATIONS WHERE REPAIRS WERE MADE THIS PAST SEASON AND CREATE FUTURE PROCESSES OF MAPPING OF REPAIRS

Site Policing

CONTINUE TO PORTER FOR TRASH AND DOGGY STATIONS NOTICED SEVERAL TRASH CAN LIDS THAT ARE GONE AND A FEW THAT NEED REPLACING THE CREW HAS NOTICED SEVERAL DOGGY POT STATIONS THAT HAVE BEEN OVER FILLED WITH USED PAMPERS INSTEAD OF DOGGY POO BAGS WE ARE LOOKING INTO THE ADDRESSES OF THE LOCATIONS

Overall Site

WE STARTED WORK ON CUTTING BACK (BUFFERING) WILLOWS, CORALBERRY AND SERVICEBERRY ALONG WITH RABBITBRUSH THE EDGE OF THE CONCRETE WALKING PATHS THROUGH THE SPILLWAY THIS HELPS WITH MAINTAINING OUR BEAUTEY BANDS

Review of Operatons for Upcoming Month:

Schedule, Gantt, special Needs, Concerns, Areas of Focus WE WILL CONTINUE WITH A PROPOSAL FOR ADDITIONAL WORK TO CUT OUT AREAS OF DEAD TREES AND BRUSH THROUGHOUT RECCOMENDED AREAS ALONG THE SPILLWAY



Irrigation Repair Proposal

Proposal By:Bill	
Metco Landscape Inc.	
Proposal Date	1/9/2019

Job Location	
Roxborough Village Metropolitan District	
Rampart Range Road & Village CircleWest	

Submitted To:	
Anna Jones	
Clifton Allen Larson	
8390 E. Crescent Parkway suite 500	
Greenwood Village, Colo. 80111	

Accounting Information	
Job #	18-10-305
AR Cust	ROXBDIST

Description of Services to be Performed

		Qty	Rate	Total	
	Irrigation Tech Labor (Hours)		6.00	\$65.00	\$390.00
	Irrigation Helper (Hours)		0.00	\$0.00	\$0.00
	Materials		1.00	\$60.00	\$60.00
1	Irrigation Repairs as follows: Remove and Re-Install Controller Box Due to Installation of fence. Location - Southwest corner playground at 7acre lake. This work has been completed				

Acceptance of proposal - I have read the terms stated herein, and I hereby accept them.

Client's Signature _____ **Date** _____ **Total** **\$450.00**

Irrigation Repair Proposal**1/9/2019**Total: **\$450.00****CONDITIONS OF CONTRACT***THESE CONDITIONS ARE A PART OF YOUR CONTRACT.***CONTRACT SPECIFICATIONS & LIMITATIONS**

All material is guaranteed to be as specified in this contract; Metco Landscaping only uses premium quality materials. All work shall be completed using sound practices and in a workmanlike manner and shall conform to local building codes and regulations set forth by the town in which the work is being performed. Any alteration or deviation from specifications involving eMetcotra costs will be eMetcoecuted only upon written confirmation, and will become an eMetcotra charge over and above the base contract price. All agreements are contingent upon accidents, weather or delays beyond our control. Our workers are fully covered by Worker's Compensation Insurance.

Unit Prices – The Base Contract price, if any is set forth, is the only guaranteed price in this contract. Any change in materials or services under the original contract may result in a change to individual unit prices and/or the Contract price.

Alternates / Time & Materials – Any work specified as an Alternate or as Time and Material will be charged as an extra to this contract and will increase the Contract price.

Scheduling – Landscape enhancement contracts accepted after October will be completed during the Fall as long as weather permits. Any work not completed in the Fall will be completed the following Spring. Work will be invoiced as items have been completed. Landscape enhancement contracts that eMetcotend into June, July or August, and include seeding, may require a delay in completion until after September 1 when newly seeded lawns will readily germinate. Sodding can be performed at any time of year for an additional charge if not already specified in the contract.

Watering and Maintenance – Metco Landscaping will perform watering of all new and/or transplanted plant material each day we are on site for the duration of a landscape enhancement contract. Metco Landscaping is not responsible for watering or maintaining plant material after completion of a landscape enhancement contract unless expressly stated in writing.

Seeding – Re-seeding or re-sodding of new grass areas may be required due to insects, diseases, mechanical damage, neglect, under watering, over watering, heavy rainfall, weather or animals. In addition, seeding that is not performed between April 1 – May 15 or September 1 – October 15 will typically require follow-up re-seeding. All such re-seeding, re-sodding, and/or re-establishment of soil is not included in the contract work, unless otherwise stated in writing, and will be charged as an extra to this contract.

GUARANTEES

Our guarantee is expressly conditioned upon on-time payment of invoices. This guarantee is void if payment in full has not been received within 30 days from the invoice date.

All claims for loss must be reported in writing within the one (1) year guarantee period.

Plant Material Guarantee – Metco Landscaping guarantees to replace any tree or shrub, which we purchase and plant, that dies from natural causes within a period of one year from the date of planting, provided that the Owner has fully complied with all of the terms of this contract. This guarantee is not transferable. Plant material not covered in this guarantee includes, but is not limited to, herbaceous material such as: annual flowers, bulbs, roses, perennials, groundcovers and turf or wildflower seed germination. However, for a fee equal to 8% of the cost of the herbaceous plant materials, Metco Landscaping will guarantee all herbaceous items, with the eMetcoception of annual flowers and bulbs, for one year from installation as long as the Owner has made a good faith effort to keep the plant material properly watered and cared for.

We will not guarantee plants damaged or killed by insects, mechanical damage, neglect, under watering, over watering, severe seasonal conditions, natural disasters, disease or animal damage. Plants installed in pots, planter boxes or containers are not guaranteed. Transplanted material is not guaranteed. Metco Landscaping will satisfy its responsibility under the guarantee by furnishing and installing replacement plant material of equal type and size that was originally planted. The replacement material shall be warranted for the remainder of the original guarantee period.

TERMS OF PAYMENT/SUSPENSION OF WORK

A non-refundable deposit of 30% of the contract price is required upon acceptance of a landscape enhancement contract. Invoices will be sent after the contract work is completed, or progress billings will be issued during or at the end of each month through contract completion. Accounts remaining unpaid 30 days past the invoice date will lose the plant guarantee and will be charged interest at a rate of 1.5% per month on the unpaid balance. Accounts remaining unpaid 60 days past the invoice date may result in Metco Landscaping's election to suspend work on the project.

CANCELLATION

This contract may be cancelled by either party with a 30-day written notice should either party fail substantially to perform in accordance with the terms of the contract through no fault of the other. The notified party shall be provided an opportunity to explain and rectify the circumstances. In the event of termination, Metco Landscaping shall be compensated fully for all services performed and expenses incurred up to the date of termination. In the event of early termination of this contract, the amount paid to date will be compared to the amount that would have been charged on a time and material basis and the difference in this comparison will result in a final payment due or a refund issued.

DISPUTES

All disputes shall be settled by binding arbitration pursuant to the commercial arbitration rules of the American Arbitration Association.

PHOTOGRAPHY

The Metco Landscaping Company may take photographs of the property for use in promotional advertising, training, and educational classes unless the Owner communicates in writing that this is not acceptable.

SIGNAGE

By signing this contract you, the Owner, are granting Metco Landscaping permission to install a temporary site sign on your property while our work is being performed. Upon completion of our work, we will remove the site sign or ask for permission to have it remain for an agreed to amount of time. If you do not wish to grant Metco Landscaping permission to install a temporary site sign on your property, please initial here.

UTILITIES/UNKNOWN OBSTRUCTIONS

All reasonable caution will be taken to prevent damage to existing pavement, septic tanks, septic fields and underground utility lines. Underground gas, phone, and electric utilities will be marked by a representative from the utility companies, at the request of Metco Landscaping, prior to any machine excavation. However, Metco Landscaping will not be held responsible for the accuracy of any utility line marking done by the utility companies.

It is the Owner's responsibility to conspicuously mark and advise Metco Landscaping of the location of any other underground utilities including: drainage pipes, plumbing, irrigation, propane lines, electric dog fence, cable TV, lighting, etc. Any delays in crew time and/or costs involved in repairing unmarked systems are the responsibility of the Owner.

The cost of removing or circumventing concealed and/or undisclosed obstructions which prevent installation of the site improvements according to plan shall be charged as an extra to this contract. Examples of such obstructions include ledge rock, very large boulders, buried foundations, buried stumps, septic tanks, driveways/pavement, uncharted utilities, unsuitable soil, etc.

OWNER'S RESPONSIBILITIES

Hold Harmless - To the fullest extent permitted by law, the Owner will hold harmless Metco Landscaping and its officers, representatives, partners and employees from and against any and all claims, suits, liens, judgments, damages, losses and expenses, including legal fees and court costs and liability arising in whole or in part and in any manner from injury and/or death of a person, or damage to or loss of any property resulting from the acts, omissions, breach or default of the Owner, eMetcocept those caused by the negligence of Metco Landscaping.



150A

Outlet 1
Outlet 2
Outlet 3
Outlet 4

Sprinkler System

Pavilion Lights
Outlet 5
Outlet 6

water

Extra Work Proposal**1/10/2019**Total: **\$1,158.00****CONDITIONS OF CONTRACT***THESE CONDITIONS ARE A PART OF YOUR CONTRACT.***CONTRACT SPECIFICATIONS & LIMITATIONS**

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CANCELLATION

This contract may be cancelled by either party with a 30-day written notice should either party fail substantially to perform in accordance with the terms of the contract through no fault of the other. The notified party shall be provided an opportunity to explain and rectify the circumstances. In the event of termination, Metco Landscape, Inc. shall be compensated fully for all services performed and expenses incurred up to the date of termination. In the event of early termination of this contract, the amount paid to date will be compared to the amount that would have been charged on a time and material basis and the difference in this comparison will result in a final payment due or a refund issued.

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It is the Owner's responsibility to conspicuously mark and advise Metco Landscape, Inc. of the location of any other underground utilities including: drainage pipes, plumbing, irrigation, propane lines, electric dog fence, cable TV, lighting, etc. Any delays in crew time and/or costs involved in repairing unmarked systems are the responsibility of the Owner.

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RESOLUTION 2019-01-_____
OF THE BOARD OF DIRECTORS OF
ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
DOUGLAS COUNTY, COLORADO

A RESOLUTION APPROVING SERVICES AGREEMENT
WITH MOORE PREFERRED CLEANING SERVICE, INC.
FOR MAINTENANCE AND CLEANING OF THE
ROXBOROUGH COMMUNITY PARK RESTROOMS IN 2019

The Roxborough Village Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), has received a proposal from Moore Preferred Cleaning Service Inc., a Colorado corporation (the “Contractor”), to maintain and keep all of the restrooms located in Roxborough Community Park in a clean and sanitary condition between May 1, 2019 and November 15, 2019, as more specifically described in the Services Agreement attached hereto as Schedule A (the “Agreement”); and

The Contractor will provide such services in accordance with the terms of the Agreement; and

The Board of Directors of the District has determined that it is in the best interest of District residents and property owners to enter into the Agreement.

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

Section 1. The Agreement, in the form attached hereto as Schedule A, is approved. The officers of the District are authorized to execute the Agreement, and the officers of and consultants to the District are authorized to take any actions that are necessary or appropriate for the District’s performance of the terms of the Agreement.

APPROVED AND ADOPTED this 15th day of January, 2019, by a vote of ____ for and ____ against.

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

By: _____
Calvin Brown, Vice-President

ATTEST:

By: _____
Ronald Bendall, Secretary

SCHEDULE A

Services Agreement with Moore Preferred Cleaning Service, Inc.

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this “Agreement”), is effective this 1st day of January, 2019, by and between **ROXBOROUGH VILLAGE METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is c/o CliftonLarsonAllen LLP, 8390 East Crescent Parkway, Suite 500, Greenwood Village, Colorado 80111-4814 (the “District”), and **MOORE PREFERRED CLEANING SERVICE, INC.**, a Colorado corporation, whose address is 7866 West Walker Drive, Littleton, CO 80123 (the “Contractor”).

DISTRICT’S REPRESENTATIVE. District hereby designates Anna Jones as its representative (“District’s Representative”), who shall be District’s single point of contact during the term of the Agreement and who shall be reasonably available to Contractor. District’s Representative shall provide information and any approvals required to be furnished by District hereunder to permit Contractor to fulfill its obligations under this Agreement.

CONTRACTOR INFORMATION:

Soc. Sec. or Tax I.D. #:	521-63-1185
Telephone Number:	(303) 350-0904
E-mail address:	Moorepreferred@live.com
Contact Person:	Kyndra Moore

IT IS HEREBY AGREED AS FOLLOWS:

WORK TO BE PERFORMED. In accordance with the Terms and Conditions attached hereto, Contractor agrees to furnish all labor, tools, equipment, supervision, supplies, and other items necessary to perform the work (the “Work”) described in **Exhibit A**, attached hereto and incorporated herein by reference.

ADDITIONAL WORK. The Terms and Conditions of this Agreement shall apply to any services or work performed by the Contractor pursuant to a Work Order approved by the District during the current fiscal year.

CONTRACT PRICE. Subject to the provisions of the Terms and Conditions, District agrees to pay, and Contractor agrees to accept as full compensation for performing the Work, a sum not to exceed \$10,000.00 (the “Contract Price”) for six and one half (6 1/2) months of services, beginning May 1, 2019 and ending November 15, 2019.

DISTRICT:

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

CONTRACTOR:

MOORE PREFERRED CLEANING SERVICE, INC., a Colorado corporation

By: Calvin Brown, President

By: Kyndra Moore

Its:

TERMS AND CONDITIONS

1. PAYMENT. Payment by District will be made within sixty (60) days after receipt by District of Contractor's invoice. Disputed invoices shall be resolved in accordance with the provisions of paragraph 8 hereof.

2. LAWS AND REGULATIONS. Contractor, its agents and employees shall at all times comply with all applicable laws, ordinances, statutes, rules, and regulations, federal and state, county and municipal, particularly those relating to wages, hours, fair employment practices, nondiscrimination, and working conditions. Contractor shall procure and pay for all permits, licenses, and inspections required by any governmental authority for any part of the Work under this Agreement, and shall furnish any bonds, security, or deposits required by such authority to permit performance of the Work.

3. ILLEGAL ALIENS. The Contractor certifies that it shall comply with the provisions of C.R.S. § 8-17.5-101, et seq., or as it may be amended from time to time during the term of this Agreement.

a. The Contractor shall not knowingly employ or contract with an illegal alien who will perform the Work under this Agreement, or knowingly contract with a subcontractor that fails to certify to Contractor that such subcontractor does not knowingly employ or contract with an illegal alien to perform the Work.

b. The Contractor hereby certifies that it will participate in the E-Verify Program, or the Department Program established pursuant to the requirements of C.R.S. § 8-17.5-102 (5)(c), which may be collectively referred to as the "Employment Verification Programs", in order to confirm the employment eligibility of all of its employees who are newly hired for employment to perform the Work ("Newly Hired Employees").

c. The Contractor represents, warrants, and agrees that Contractor has verified the employment eligibility of its Newly Hired Employees through participation in either of the Employment Verification Programs.

d. The Contractor is prohibited from using Employment Verification Programs' procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

e. If Contractor obtains actual knowledge that a subcontractor performing the Work knowingly employs or contracts with an illegal alien, Contractor shall:

i. notify the subcontractor and the District within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

ii. terminate the subcontract with the subcontractor if, within three (3) days of receiving notice required pursuant to C.R.S. 8-17.5-102(2)(b)(III)(A) that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien, the subcontractor does not stop employing or contracting with the illegal alien. The Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

iii. comply with any reasonable request made by the Colorado Department of Labor and Employment made in the course of an investigation pursuant to C.R.S § 8-17.5-102(5).

f. If Contractor participates in the Department Program, it shall (i) notify the District of its participation, and (ii) within twenty (20) days after hiring the Newly Hired Employee, provide a written, notarized copy of an affirmation to the District pursuant to the requirements of C.R.S § 8-17.5-102(5)(c)(II) stating that Contractor has examined the legal status of the Newly Hired Employee.

g. The Contractor hereby consents to audits conducted by the Colorado Department of Labor and Employment to review documents required pursuant to C.R.S § 8-17.5-102(5).

h. In addition to any other legal or equitable remedy the District may be entitled to for a breach of this Agreement, if the District terminates this Agreement, in whole or in part, due to Contractor's breach of any requirements of C.R.S 8-17.5-101, et seq., Contractor shall be liable for actual and consequential damages to the District.

i. The District will notify the office of the secretary of state if Contractor violates a provision of the Agreement required pursuant to C.R.S. 8-17.5-102(2), and the District terminates the Agreement for such breach. The District will notify the office of secretary of state if a court made such a determination.

4. INSURANCE.

a. Contractor shall acquire and maintain in full force and effect, during the entire term of this Agreement, including any extensions hereof, statutory workers' compensation insurance coverage, including employer's liability; commercial general liability insurance coverage; and automobile liability insurance coverage in the minimum amounts set forth below. All insurance is to be placed with insurance carriers licensed in the State of Colorado with an A.M. Best and Company rating of no less than A- and/or Standard and Poor's Insurance Solvency Review rating of no less than A- or as otherwise accepted by District's Representative. Each such policy shall include a provision that insurer shall provide District thirty (30) days written notice prior to the cancellation or material modification of any policy of insurance obtained to comply with this paragraph.

b. Required Coverage Amounts.

i. Workers' Compensation Insurance in accordance with applicable law.

ii. Commercial general liability insurance in the amount of \$1,000,000.00 combined single limit bodily injury and property damage, each occurrence; \$2,000,000.00 general aggregate.

iii. Commercial automobile liability insurance in the amount of \$1,000,000.00 combined single limit bodily injury and property damage, each accident covering any auto.

c. The policies required hereinabove shall be endorsed to include the District, District's Representative, District's consultants, agents and officers as additional insureds. Every policy required above shall be primary insurance, and insurance carried by the District, if any, shall be in excess and not contributory insurance to that provided by Contractor. The Contractor shall be solely responsible for any deductible losses under any policy required above.

d. During any and all periods in which Contractor shall be performing under the terms of the Agreement, Contractor shall comply in full with the Occupational Safety and Health Act of 1970 and any amendments thereof, hereafter referred to as the Act. Contractor agrees that it will comply with all requests of District which are in furtherance of the Act. Contractor agrees to save and hold harmless District from any responsibility or penalty as a result of Contractor's noncompliance with the Act.

e. The procuring of required policies of insurance shall not be construed to limit Contractor's liability hereunder or to fulfill the indemnification provisions and requirements included in the Contract Documents. Contractor shall be solely responsible for any deductible losses under all policies.

f. Prior to commencing any Work hereunder, Contractor shall provide District with certificates evidencing that (i) all insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect for the duration required by the Contract Documents and (ii) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days prior written notice is given to District.

g. Failure on the part of Contractor to procure and maintain policies providing required coverages, conditions, and minimum limits shall constitute a material breach of the terms of the Contract Documents upon which the District may immediately terminate the Agreement. In the alternative, District may, at District's Representative's sole discretion, elect to procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the District shall be repaid by Contractor to the District upon demand, or the District may offset the cost of the premiums against any monies due to Contractor from the District.

5. INDEMNIFICATION. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless District, District's Representative, District's consultants, agents and officers, from and against all claims, damages, losses, and expenses, including attorney fees, arising out of or resulting from performance of the Work under this Agreement, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, but only to the extent caused in whole or in part by the negligent acts of Contractor, Contractor's sub-contractors, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party described in this paragraph. In claims against any person or entity indemnified under this paragraph by an employee of Contractor, Contractor's sub-contractors, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by limitation on amount or type of damages, compensation, or benefits payable by or for Contractor or Contractor's sub-contractors under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts. Notwithstanding any provision to the contrary in any applicable law, District's claim for indemnification by Contractor shall not accrue, and any applicable statute of limitations shall not begin to run, until District's payment of a final judgment, arbitration award, or settlement arising out of any claim that is subject to Contractor's obligation to tender such indemnification.

6. SAFETY.

a. Contractor, its agents and employees shall follow all applicable safety and health laws and requirements pertaining to the Work and the conduct thereof, including all applicable laws, ordinances, rules, regulations, and orders issued by a public authority, whether federal, state or local, including the Federal Occupational Safety and Health Administration, and any safety measures required by District.

b. Safety of Contractor's employees, whether or not in common work areas, is the responsibility of Contractor.

c. Contractor agrees to instruct all of its employees to inform District immediately of any unsafe condition or practice, whether or not in common work areas.

7. CHANGE ORDER PROCEDURES.

a. District's Representative may order changes in the Work, and Contractor will perform such changes in the Work. All Change Orders shall be made in writing and signed by the District's Representative and the Contractor. Any change or adjustment to Contractor Price as a result of changes in the Work shall be as specifically stated in the Change Order. If Contractor encounters conditions it considers different from those described in **Exhibit A**, it is required to issue written notice to District before proceeding. Contractor's failure to issue notice shall constitute waiver of any claims for additional compensation. If Contractor and District cannot agree upon a price for the changes in the Work, District may direct Contractor to execute the changes, and Contractor will be paid based on the actual cost to Contractor, plus a reasonable markup, not to exceed twelve percent (12%), for profit and overhead expenses. Change Orders that result in a reduction in the scope or cost of the Work shall reduce the Contract Price to the District. If the Contractor and District cannot agree upon a price for changes in the Work, the District may direct the Contractor to provide a detailed breakdown of the savings to the Contractor. Under these circumstances, the District is entitled to a five (5%) percent further cost reduction for profit on work not performed. The District will forego the five (5%) percent profit withholding if the Change

Order suggestion originated with the Contractor and is viewed by the District as a cost-effective savings to the District.

b. No Change Order or other form of order or directive shall be issued by the District that requires additional compensable Work to be performed, which Work causes the aggregate amount payable under this Agreement to exceed the amount appropriated by the District under the original Agreement, unless the Contractor is given written assurance by the District that lawful appropriations to cover the costs of the additional Work have been made or unless such Work is covered under a remedy-granting provision in the Agreement.

c. Any form of order or directive issued by the District which requires additional compensable Work to be performed shall contain a clause requiring the District to reimburse the Contractor for the actual costs incurred by the Contractor to perform such Work on no less than a bi-monthly basis until a Change Order is finalized; provided, however, that no compensation shall be required until the savings breakdown, if any, required pursuant to the provisions of paragraph 7(a) of these Terms and Conditions has been delivered to the District's Representative or Representative's Designee.

8. DISPUTES.

a. Contractor shall carry on the Work during all disputes or disagreements with District. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as District and Contractor may otherwise agree in writing.

b. All disputes that arise relating to this Agreement that cannot be resolved directly by the parties themselves shall be resolved by binding arbitration. Either party may, upon written notice by such party to the other party ("Notice of Arbitration"), submit the dispute for resolution by binding arbitration in accordance with the Colorado Uniform Arbitration Act, C.R.S. § 13-22-201 *et seq.* (the "CUAA"), the laws of the State of Colorado and the American Arbitration Association Commercial Arbitration Rules for fast track proceedings before the Judicial Arbiter Group of Denver, Colorado ("JAG") or, if JAG no longer conducts arbitration proceedings in the Denver metropolitan area, before JAMS of Denver, Colorado ("JAMS"), or, if JAMS no longer conducts arbitration proceedings in the Denver metropolitan area, before the American Arbitration Association ("AAA"). The parties shall select a single arbitrator and, if they cannot agree upon the arbitrator within seven (7) days after the Notice of Arbitration is given, JAG, JAMS or AAA, as the case may be, shall select the arbitrator. Subject to any limitations contained in the CUAA, the arbitrator shall have all of the power and authority of a district court judge sitting in the State of Colorado to adjudicate the matter submitted. The parties shall cooperate to achieve an expedited hearing date. The decision of the arbitrator shall be rendered within forty-five (45) days after the Notice of Arbitration is given unless otherwise agreed to in writing by both parties, shall be final and may be filed with the District Court of Douglas County (the "Court") in accordance with the provisions of C.R.S. § 13-22-222. Prior to the appointment of an arbitrator, the Court, upon motion of either party, may enter an order for provisional remedies, including interim awards and temporary restraining orders, to protect the effectiveness of the arbitration proceeding to the same extent and under the same conditions as if the controversy were the subject of a civil action. Such orders shall remain in effect until and unless the arbitrator is appointed who vacates or modifies the same. Following the appointment of an arbitrator, the arbitrator may issue such orders for provisional remedies, including interim awards and temporary restraining orders, as the arbitrator deems appropriate to protect the effectiveness of the arbitration proceeding and to promote the fair and expeditious resolution of the controversy, to the same extent and under the same conditions as if the controversy were the subject of a civil action in a court of competent jurisdiction.

9. **INDEPENDENT CONTRACTOR.** The relationship between District and Contractor is that of independent contractor. If Contractor has the status of an employer as defined by applicable Colorado statutes and similar acts of the national government including all Social Security Acts, Contractor will withhold from its payrolls as required by law or government regulation, and shall have full and exclusive liability for the payment of any and all taxes and contributions for unemployment insurance, workers' compensation, and retirement benefits that may be required by federal or state governments.

10. TERM.

a. The term of this Agreement is set forth in Exhibit A; provided, however, that in no event shall the term of this Agreement extend beyond the current fiscal year.

b. This Agreement may be terminated by District for any reason upon 10 days prior written notice of termination, except as set forth in subparagraph c.

c. This Agreement may be terminated by District with immediate effect and without prior notice or recourse to any judicial authority if Contractor:

i. Breaches the terms of this Agreement.

ii. Becomes insolvent, is subject to a petition in bankruptcy filed by or against Contractor, or is placed under control of receiver, liquidator, or committee of creditors.

iii. Assigns or attempts to assign this Agreement without District's prior written consent.

iv. Ceases to function as a going concern or abandons the Designated Territory.

d. If this Agreement is terminated, District will pay Contractor that portion of the Contract Price actually earned by Contractor through the date of termination, as determined by District's Representative in his reasonable discretion.

11. NO WAIVER OF GOVERNMENTAL IMMUNITY. Notwithstanding any provisions contained herein to the contrary, District does not waive or intend to waive the limitations on liability that are provided to it under the Colorado Governmental Immunity Act, Section 24-10-101 *et seq.*, C.R.S. or any other applicable law.

12. AUTHORITY. Each party represents to the other that such party has full power and authority to execute, deliver, and perform this Agreement; that the individual executing this Agreement on behalf of said party is fully empowered and authorized to do so; and that this Agreement constitutes a valid and legally binding obligation of said party enforceable against said party in accordance with its terms.

13. CONFLICTS. In case of conflicts between the provisions of Exhibit A and this Agreement (including the Terms and Conditions made a part hereof), the provisions of this Agreement shall control.

14. NOTICES. All notices must be in writing and (a) delivered personally, (b) sent by United States certified mail, postage prepaid, return receipt requested (“US Mail”), (c) placed in the custody of a nationally recognized overnight carrier for next day delivery (“Carrier”), and will be deemed effective (i) when received, if delivered personally, (ii) 4 days after deposit, if sent by US Mail, and (iii) the next business day after deposited with Carrier during business hours on a business day. All notices shall be delivered to the addresses for the parties first set forth above, or such other address as is provided by one party to the other in accordance with this paragraph.

END OF TERMS AND CONDITIONS

EXHIBIT A
DESCRIPTION OF WORK

Compensation

Complete deep and detailed bathroom cleaning \$150.00 per visit (Twice weekly)

Shopping for supplies \$28 per visit (Once monthly or as needed)

Work Specification:

- Disinfect all areas: fixtures, walls and floors.
- Thoroughly sweep floors to remove trash and debris/Mop with germicidal disinfectant.
- Empty trash and sanitary disposal containers.
- Ensure hard to reach but critical areas are cleaned and disinfected.
- Restocking toilet tissue, hand soap and towels.
- Clean, sanitize and polish drinking fountains.

**RESOLUTION 2019-01-____
OF THE BOARD OF DIRECTORS OF
ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
DOUGLAS COUNTY, COLORADO**

**A RESOLUTION APPROVING SERVICES AGREEMENT
PLANET SCUBA, LLC FOR MAINTENANCE OF INTAKE DUCTS BELOW THE
SURFACE OF 7 ACRE POND AT ARROWHEAD SHORES**

The Roxborough Village Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), has received a proposal from Planet Scuba, LLC, a Colorado limited liability company (the “Contractor”), to inspect, clean and maintain intake ducts located approximately 12 feet below the surface of 7 Acre Pond at Arrowhead Shores within the District, as more specifically described in the Services Agreement attached hereto as Schedule A (the “Agreement”); and

The Contractor will provide such services in accordance with the terms of the Agreement; and

The Board of Directors of the District has determined that it is in the best interest of District residents and property owners to enter into the Agreement.

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

Section 1. The Agreement, in the form attached hereto as Schedule A, is approved. The officers of the District are authorized to execute the Agreement, and the officers of and consultants to the District are authorized to take any actions that are necessary or appropriate for the District’s performance of the terms of the Agreement.

APPROVED AND ADOPTED this ____ day of January, 2019, by a vote of ____ for and ____ against.

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

By: _____
Calvin Brown, President

ATTEST:

By: _____
Ronald Bendall, Secretary

SCHEDULE A

Services Agreement with Planet Scuba, LLC

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this “Agreement”), is made and entered into this ____ day of January, 2019, by and between **ROXBOROUGH VILLAGE METROPOLITAN DISTRICT**, a quasi- municipal corporation and political subdivision of the State of Colorado, whose address is c/o CliftonLarsonAllen LLP, 8390 East Crescent Parkway, Suite 300, Greenwood Village, Colorado 80111-4814 (the “District”), and **PLANET SCUBA, LLC** a Colorado limited liability company, whose address is 703 Wilcox Street, Suite D, Castle Rock, CO 80104 (the “Contractor”).

DISTRICT’S REPRESENTATIVE. District hereby designates Anna Jones as its representative (“District’s Representative”), who shall be District’s single point of contact during the term of the Agreement and who shall be reasonably available to Contractor. District’s Representative shall provide information and any approvals required to be furnished by District hereunder to permit Contractor to fulfill its obligations under this Agreement.

CONTRACTOR INFORMATION:

Soc. Sec. or Tax I.D. #:	_____
Telephone Number:	(303) 688-1551
Email:	planetscuba@planetscuba.biz
Contact Person:	Robert Offenhartz

IT IS HEREBY AGREED AS FOLLOWS:

WORK TO BE PERFORMED. In accordance with the Terms and Conditions attached hereto, Contractor agrees to furnish all labor, tools, equipment, supervision, supplies, and other items necessary to perform the work (the “Work”) described in **Exhibit A**, attached hereto and incorporated herein by reference.

ADDITIONAL WORK. The Terms and Conditions of this Agreement shall apply to any services or work performed by the Contractor pursuant to a Work Order approved by the District during the current fiscal year.

CONTRACT PRICE. Subject to the provisions of the Terms and Conditions, District agrees to pay, and Contractor agrees to accept as full compensation for performing the Work, a sum not to exceed Eight Hundred Thirty One Dollars and 85/100ths (\$831.85), to be conducted once yearly in the spring.

DISTRICT:

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

CONTRACTOR:

PLANET SCUBA, LLC, a Colorado limited liability company

By: _____
Calvin Brown, President

By: _____
Robert Offenhartz
Its: _____

TERMS AND CONDITIONS

1. PAYMENT. Payment by District will be made within sixty (60) days after receipt by District of Contractor's invoice. Disputed invoices shall be resolved in accordance with the provisions of paragraph 8 hereof.

2. LAWS AND REGULATIONS. Contractor, its agents and employees shall at all times comply with all applicable laws, ordinances, statutes, rules, and regulations, federal and state, county and municipal, particularly those relating to wages, hours, fair employment practices, nondiscrimination, and working conditions. Contractor shall procure and pay for all permits, licenses, and inspections required by any governmental authority for any part of the Work under this Agreement, and shall furnish any bonds, security, or deposits required by such authority to permit performance of the Work.

3. ILLEGAL ALIENS. The Contractor certifies that it shall comply with the provisions of C.R.S. § 8-17.5-101, et seq., or as it may be amended from time to time during the term of this Agreement.

a. The Contractor shall not knowingly employ or contract with an illegal alien who will perform the Work under this Agreement, or knowingly contract with a subcontractor that fails to certify to Contractor that such subcontractor does not knowingly employ or contract with an illegal alien to perform the Work.

b. The Contractor hereby certifies that it will participate in the E-Verify Program, or the Department Program established pursuant to the requirements of C.R.S. § 8-17.5-102 (5)(c), which may be collectively referred to as the "Employment Verification Programs", in order to confirm the employment eligibility of all of its employees who are newly hired for employment to perform the Work ("Newly Hired Employees").

c. The Contractor represents, warrants, and agrees that Contractor has verified the employment eligibility of its Newly Hired Employees through participation in either of the Employment Verification Programs.

d. The Contractor is prohibited from using Employment Verification Programs' procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

e. If Contractor obtains actual knowledge that a subcontractor performing the Work knowingly employs or contracts with an illegal alien, Contractor shall:

i. notify the subcontractor and the District within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

ii. terminate the subcontract with the subcontractor if, within three (3) days of receiving notice required pursuant to C.R.S. 8-17.5-102(2)(b)(III)(A) that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien, the subcontractor does not stop employing or contracting with the illegal alien. The Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

iii. comply with any reasonable request made by the Colorado Department of Labor and Employment made in the course of an investigation pursuant to C.R.S § 8-17.5-102(5).

f. If Contractor participates in the Department Program, it shall (i) notify the District of its participation, and (ii) within twenty (20) days after hiring the Newly Hired Employee, provide a written, notarized copy of an affirmation to the District pursuant to the requirements of C.R.S § 8-17.5-102(5)(c)(II) stating that Contractor has examined the legal status of the Newly Hired Employee.

g. The Contractor hereby consents to audits conducted by the Colorado Department of Labor and Employment to review documents required pursuant to C.R.S § 8-17.5-102(5).

h. In addition to any other legal or equitable remedy the District may be entitled to for a breach of this Agreement, if the District terminates this Agreement, in whole or in part, due to Contractor's breach of any requirements of C.R.S 8-17.5-101, et seq., Contractor shall be liable for actual and consequential damages to the District.

i. The District will notify the office of the secretary of state if Contractor violates a provision of the Agreement required pursuant to C.R.S. 8-17.5-102(2), and the District terminates the Agreement for such breach. The District will notify the office of secretary of state if a court made such a determination.

4. INSURANCE.

a. Contractor shall acquire and maintain in full force and effect, during the entire term of this Agreement, including any extensions hereof, statutory workers' compensation insurance coverage, including employer's liability; commercial general liability insurance coverage; and automobile liability insurance coverage in the minimum amounts set forth below. All insurance is to be placed with insurance carriers licensed in the State of Colorado with an A.M. Best and Company rating of no less than A- and/or Standard and Poor's Insurance Solvency Review rating of no less than A- or as otherwise accepted by District's Representative. Each such policy shall include a provision that insurer shall provide District thirty (30) days written notice prior to the cancellation or material modification of any policy of insurance obtained to comply with this paragraph.

b. Required Coverage Amounts.

i. Workers' Compensation Insurance in accordance with applicable law.

ii. Commercial general liability insurance in the amount of \$1,000,000.00 combined single limit bodily injury and property damage, each occurrence; \$2,000,000.00 general aggregate.

iii. Commercial automobile liability insurance in the amount of \$1,000,000.00 combined single limit bodily injury and property damage, each accident covering any auto.

c. The policies required hereinabove shall be endorsed to include the District, District's Representative, District's consultants, agents and officers as additional insureds. Every policy required above shall be primary insurance, and insurance carried by the District, if any, shall be in excess and not contributory insurance to that provided by Contractor. The Contractor shall be solely responsible for any deductible losses under any policy required above.

d. During any and all periods in which Contractor shall be performing under the terms of the Agreement, Contractor shall comply in full with the Occupational Safety and Health Act of 1970 and any amendments thereof, hereafter referred to as the Act. Contractor agrees that it will comply with all requests of District which are in furtherance of the Act. Contractor agrees to save and hold harmless District from any responsibility or penalty as a result of Contractor's noncompliance with the Act.

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5. INDEMNIFICATION. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless District, District's Representative, District's consultants, agents and officers, from and against all claims, damages, losses, and expenses, including attorney fees, arising out of or resulting from performance of the Work under this Agreement, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, but only to the extent caused in whole or in part by the negligent acts of Contractor, Contractor's sub-contractors, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party described in this paragraph. In claims against any person or entity indemnified under this paragraph by an employee of Contractor, Contractor's sub-contractors, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by limitation on amount or type of damages, compensation, or benefits payable by or for Contractor or Contractor's sub-contractors under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts. Notwithstanding any provision to the contrary in any applicable law, District's claim for indemnification by Contractor shall not accrue, and any applicable statute of limitations shall not begin to run, until District's payment of a final judgment, arbitration award, or settlement arising out of any claim that is subject to Contractor's obligation to tender such indemnification.

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Order suggestion originated with the Contractor and is viewed by the District as a cost-effective savings to the District.

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c. Any form of order or directive issued by the District which requires additional compensable Work to be performed shall contain a clause requiring the District to reimburse the Contractor for the actual costs incurred by the Contractor to perform such Work on no less than a bi-monthly basis until a Change Order is finalized; provided, however, that no compensation shall be required until the savings breakdown, if any, required pursuant to the provisions of paragraph 7(a) of these Terms and Conditions has been delivered to the District's Representative or Representative's Designee.

8. DISPUTES.

a. Contractor shall carry on the Work during all disputes or disagreements with District. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as District and Contractor may otherwise agree in writing.

b. All disputes that arise relating to this Agreement that cannot be resolved directly by the parties themselves shall be resolved by binding arbitration. Either party may, upon written notice by such party to the other party ("Notice of Arbitration"), submit the dispute for resolution by binding arbitration in accordance with the Colorado Uniform Arbitration Act, C.R.S. § 13-22-201 *et seq.* (the "CUAA"), the laws of the State of Colorado and the American Arbitration Association Commercial Arbitration Rules for fast track proceedings before the Judicial Arbiter Group of Denver, Colorado ("JAG") or, if JAG no longer conducts arbitration proceedings in the Denver metropolitan area, before JAMS of Denver, Colorado ("JAMS"), or, if JAMS no longer conducts arbitration proceedings in the Denver metropolitan area, before the American Arbitration Association ("AAA"). The parties shall select a single arbitrator and, if they cannot agree upon the arbitrator within seven (7) days after the Notice of Arbitration is given, JAG, JAMS or AAA, as the case may be, shall select the arbitrator. Subject to any limitations contained in the CUAA, the arbitrator shall have all of the power and authority of a district court judge sitting in the State of Colorado to adjudicate the matter submitted. The parties shall cooperate to achieve an expedited hearing date. The decision of the arbitrator shall be rendered within forty-five (45) days after the Notice of Arbitration is given unless otherwise agreed to in writing by both parties, shall be final and may be filed with the District Court of Douglas County (the "Court") in accordance with the provisions of C.R.S. § 13-22-222. Prior to the appointment of an arbitrator, the Court, upon motion of either party, may enter an order for provisional remedies, including interim awards and temporary restraining orders, to protect the effectiveness of the arbitration proceeding to the same extent and under the same conditions as if the controversy were the subject of a civil action. Such orders shall remain in effect until and unless the arbitrator is appointed who vacates or modifies the same. Following the appointment of an arbitrator, the arbitrator may issue such orders for provisional remedies, including interim awards and temporary restraining orders, as the arbitrator deems appropriate to protect the effectiveness of the arbitration proceeding and to promote the fair and expeditious resolution of the controversy, to the same extent and under the same conditions as if the controversy were the subject of a civil action in a court of competent jurisdiction.

9. **INDEPENDENT CONTRACTOR.** The relationship between District and Contractor is that of independent contractor. If Contractor has the status of an employer as defined by applicable Colorado statutes and similar acts of the national government including all Social Security Acts, Contractor will withhold from its payrolls as required by law or government regulation, and shall have full and exclusive liability for the payment of any and all taxes and contributions for unemployment insurance, workers' compensation, and retirement benefits that may be required by federal or state governments.

10. TERM.

a. The term of this Agreement is set forth in Exhibit A; provided, however, that in no event shall the term of this Agreement extend beyond the current fiscal year.

b. This Agreement may be terminated by District for any reason upon 10 days prior written notice of termination, except as set forth in subparagraph c.

c. This Agreement may be terminated by District with immediate effect and without prior notice or recourse to any judicial authority if Contractor:

i. Breaches the terms of this Agreement.

ii. Becomes insolvent, is subject to a petition in bankruptcy filed by or against Contractor, or is placed under control of receiver, liquidator, or committee of creditors.

iii. Assigns or attempts to assign this Agreement without District's prior written consent.

iv. Ceases to function as a going concern or abandons the Designated Territory.

d. If this Agreement is terminated, District will pay Contractor that portion of the Contract Price actually earned by Contractor through the date of termination, as determined by District's Representative in his reasonable discretion.

11. NO WAIVER OF GOVERNMENTAL IMMUNITY. Notwithstanding any provisions contained herein to the contrary, District does not waive or intend to waive the limitations on liability that are provided to it under the Colorado Governmental Immunity Act, Section 24-10-101 *et seq.*, C.R.S. or any other applicable law.

12. AUTHORITY. Each party represents to the other that such party has full power and authority to execute, deliver, and perform this Agreement; that the individual executing this Agreement on behalf of said party is fully empowered and authorized to do so; and that this Agreement constitutes a valid and legally binding obligation of said party enforceable against said party in accordance with its terms.

13. CONFLICTS. In case of conflicts between the provisions of Exhibit A and this Agreement (including the Terms and Conditions made a part hereof), the provisions of this Agreement shall control.

14. NOTICES. All notices must be in writing and (a) delivered personally, (b) sent by United States certified mail, postage prepaid, return receipt requested ("US Mail"), (c) placed in the custody of a nationally recognized overnight carrier for next day delivery ("Carrier"), and will be deemed effective (i) when received, if delivered personally, (ii) 4 days after deposit, if sent by US Mail, and (iii) the next business day after deposited with Carrier during business hours on a business day. All notices shall be delivered to the addresses for the parties first set forth above, or such other address as is provided by one party to the other in accordance with this paragraph.

END OF TERMS AND CONDITIONS

EXHIBIT A
SCOPE OF WORK

SCOPE OF WORK FOR PLANET SCUBA

Planet Scuba will perform the inspection of the Primary and Back-Up Wet-Well Intake Screens. Planet Scuba will visually inspect the Primary and Back-Up Wet-Well Intakes and insure that they are in proper working order. A cleaning of debris and algae will be performed. The location of the marker buoys for the intake screens, at the Roxborough Village Metropolitan District Seven-Acre Pond site, will be checked to determine their serviceability and integrity. All marker buoys will be checked to insure they are in good working condition.

The work will be completed in Spring 2019, dependent on weather.

RESOLUTION 2019-01-____
OF THE BOARD OF DIRECTORS OF
ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
DOUGLAS COUNTY, COLORADO

A RESOLUTION APPROVING SERVICES AGREEMENT
WITH PATRIOT PEST CONTROL, LLC
FOR MOSQUITO CONTROL 2019

The Roxborough Village Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), has received a proposal from Patriot Pest Control, LLC, a Colorado limited liability company (the “Contractor”), to provide mosquito control within the District, to include, but not be limited to, treatment of water retention holding ponds along the green belt and drainage gutters in neighborhoods surrounding the pond and 7 acre lake, and treatment of the creek that flows out of the holding ponds and through the neighborhood along with the small pond behind the shopping center, as more specifically described in the Services Agreement attached hereto as Schedule A (the “Agreement”); and

The Contractor will provide such services in accordance with the terms of the Agreement; and

The Board of Directors of the District has determined that it is in the best interest of District residents and property owners to enter into the Agreement.

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

Section 1. The Agreement, in the form attached hereto as Schedule A, is approved. The officers of the District are authorized to execute the Agreement, and the officers of and consultants to the District are authorized to take any actions that are necessary or appropriate for the District’s performance of the terms of the Agreement.

APPROVED AND ADOPTED this ____ day of _____, 2019, by a vote of ____ for and ____ against.

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

By: _____
Calvin Brown, President

ATTEST:

By: _____
Ronald Bendall, Secretary

SCHEDULE A

Services Agreement with Patriot Pest Control, LLC

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this “Agreement”), is made and entered into this ____ day of January, 2019, by and between **ROXBOROUGH VILLAGE METROPOLITAN DISTRICT**, a quasi- municipal corporation and political subdivision of the State of Colorado, whose address is c/o CliftonLarsonAllen LLP, 8390 E. Crescent Parkway, Suite 300, Greenwood Village, Colorado 80111-4814 (the “District”), and **PATRIOT PEST CONTROL, LLC**, a Colorado Limited Liability Company, whose address is P. O. Box 372, Castle Rock, CO 80104 (the “Contractor”).

DISTRICT’S REPRESENTATIVE. District hereby designates Anna Jones as its representative (“District’s Representative”), who shall be District’s single point of contact during the term of the Agreement and who shall be reasonably available to Contractor. District’s Representative shall provide information and any approvals required to be furnished by District hereunder to permit Contractor to fulfill its obligations under this Agreement.

CONTRACTOR INFORMATION:

Soc. Sec. or Tax I.D. #:	270131338
Telephone Number:	(720) 261-5753
Fax Number:	(303) 470-6149
Contact Person:	Ronald Lynn Burden, owner. Contact for contract and billing issues.

IT IS HEREBY AGREED AS FOLLOWS:

WORK TO BE PERFORMED. In accordance with the Terms and Conditions attached hereto, Contractor agrees to furnish all labor, tools, equipment, supervision, supplies, and other items necessary to perform the work (the “Work”) described in **Exhibit A**, attached hereto and incorporated herein by reference.

ADDITIONAL WORK. The Terms and Conditions of this Agreement shall apply to any services or work performed by the Contractor pursuant to a Work Order approved by the District during the current fiscal year.

CONTRACT PRICE. Subject to the provisions of the Terms and Conditions, District agrees to pay, and Contractor agrees to accept as full compensation for performing the Work, a sum not to exceed Two Thousand Dollars (\$2,000.00) per month for 6 months, for a total of Twelve Thousand Dollars (\$12,000.00) (the “Contract Price”), beginning March or April and ending September or October.

DISTRICT:

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

CONTRACTOR:

PATRIOT PEST CONTROL, LLC
a Colorado Limited Liability Company

By: _____
Calvin Brown, President

By: _____
Ronald Burden, Member

TERMS AND CONDITIONS

1. PAYMENT. Payment by District will be made within sixty (60) days after receipt by District of Contractor's invoice. Disputed invoices shall be resolved in accordance with the provisions of paragraph 8 hereof.

2. LAWS AND REGULATIONS. Contractor, its agents and employees shall at all times comply with all applicable laws, ordinances, statutes, rules, and regulations, federal and state, county and municipal, particularly those relating to wages, hours, fair employment practices, nondiscrimination, and working conditions. Contractor shall procure and pay for all permits, licenses, and inspections required by any governmental authority for any part of the Work under this Agreement, and shall furnish any bonds, security, or deposits required by such authority to permit performance of the Work.

3. ILLEGAL ALIENS. The Contractor certifies that it shall comply with the provisions of C.R.S. § 8-17.5-101, et seq., or as it may be amended from time to time during the term of this Agreement.

a. The Contractor shall not knowingly employ or contract with an illegal alien who will perform the Work under this Agreement, or knowingly contract with a subcontractor that fails to certify to Contractor that such subcontractor does not knowingly employ or contract with an illegal alien to perform the Work.

b. The Contractor hereby certifies that it will participate in the E-Verify Program, or the Department Program established pursuant to the requirements of C.R.S. § 8-17.5-102 (5)(c), which may be collectively referred to as the "Employment Verification Programs", in order to confirm the employment eligibility of all of its employees who are newly hired for employment to perform the Work ("Newly Hired Employees").

c. The Contractor represents, warrants, and agrees that Contractor has verified the employment eligibility of its Newly Hired Employees through participation in either of the Employment Verification Programs.

d. The Contractor is prohibited from using Employment Verification Programs' procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

e. If Contractor obtains actual knowledge that a subcontractor performing the Work knowingly employs or contracts with an illegal alien, Contractor shall:

i. notify the subcontractor and the District within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

ii. terminate the subcontract with the subcontractor if, within three (3) days of receiving notice required pursuant to C.R.S. 8-17.5-102(2)(b)(III)(A) that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien, the subcontractor does not stop employing or contracting with the illegal alien. The Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

iii. comply with any reasonable request made by the Colorado Department of Labor and Employment made in the course of an investigation pursuant to C.R.S § 8-17.5-102(5).

f. If Contractor participates in the Department Program, it shall (i) notify the District of its participation, and (ii) within twenty (20) days after hiring the Newly Hired Employee, provide a written, notarized copy of an affirmation to the District pursuant to the requirements of C.R.S § 8-17.5-102(5)(c)(II) stating that Contractor has examined the legal status of the Newly Hired Employee.

g. The Contractor hereby consents to audits conducted by the Colorado Department of Labor and Employment to review documents required pursuant to C.R.S § 8-17.5-102(5).

h. In addition to any other legal or equitable remedy the District may be entitled to for a breach of this Agreement, if the District terminates this Agreement, in whole or in part, due to Contractor's breach of any requirements of C.R.S 8-17.5-101, et seq., Contractor shall be liable for actual and consequential damages to the District.

i. The District will notify the office of the secretary of state if Contractor violates a provision of the Agreement required pursuant to C.R.S. 8-17.5-102(2), and the District terminates the Agreement for such breach. The District will notify the office of secretary of state if a court made such a determination.

4. INSURANCE.

a. Contractor shall acquire and maintain in full force and effect, during the entire term of this Agreement, including any extensions hereof, statutory workers' compensation insurance coverage, including employer's liability; commercial general liability insurance coverage; and automobile liability insurance coverage in the minimum amounts set forth below. All insurance is to be placed with insurance carriers licensed in the State of Colorado with an A.M. Best and Company rating of no less than A- and/or Standard and Poor's Insurance Solvency Review rating of no less than A- or as otherwise accepted by District's Representative. Each such policy shall include a provision that insurer shall provide District thirty (30) days written notice prior to the cancellation or material modification of any policy of insurance obtained to comply with this paragraph.

b. Required Coverage Amounts.

i. Workers' Compensation Insurance in accordance with applicable law.

ii. Commercial general liability insurance in the amount of \$1,000,000.00 combined single limit bodily injury and property damage, each occurrence; \$2,000,000.00 general aggregate.

iii. Commercial automobile liability insurance in the amount of \$1,000,000.00 combined single limit bodily injury and property damage, each accident covering any auto.

c. The policies required hereinabove shall be endorsed to include the District, District's Representative, District's consultants, agents and officers as additional insureds. Every policy required above shall be primary insurance, and insurance carried by the District, if any, shall be in excess and not contributory insurance to that provided by Contractor. The Contractor shall be solely responsible for any deductible losses under any policy required above.

d. During any and all periods in which Contractor shall be performing under the terms of the Agreement, Contractor shall comply in full with the Occupational Safety and Health Act of 1970 and any amendments thereof, hereafter referred to as the Act. Contractor agrees that it will comply with all requests of District which are in furtherance of the Act. Contractor agrees to save and hold harmless District from any responsibility or penalty as a result of Contractor's noncompliance with the Act.

e. The procuring of required policies of insurance shall not be construed to limit Contractor's liability hereunder or to fulfill the indemnification provisions and requirements included in the Contract Documents. Contractor shall be solely responsible for any deductible losses under all policies.

f. Prior to commencing any Work hereunder, Contractor shall provide District with certificates evidencing that (i) all insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect for the duration required by the Contract Documents and (ii) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days prior written notice is given to District.

g. Failure on the part of Contractor to procure and maintain policies providing required coverages, conditions, and minimum limits shall constitute a material breach of the terms of the Contract Documents upon which the District may immediately terminate the Agreement. In the alternative, District may, at District's Representative's sole discretion, elect to procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the District shall be repaid by Contractor to the District upon demand, or the District may offset the cost of the premiums against any monies due to Contractor from the District.

5. INDEMNIFICATION. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless District, District's Representative, District's consultants, agents and officers, from and against all claims, damages, losses, and expenses, including attorney fees, arising out of or resulting from performance of the Work under this Agreement, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, but only to the extent caused in whole or in part by the negligent acts of Contractor, Contractor's sub-contractors, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party described in this paragraph. In claims against any person or entity indemnified under this paragraph by an employee of Contractor, Contractor's sub-contractors, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by limitation on amount or type of damages, compensation, or benefits payable by or for Contractor or Contractor's sub-contractors under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts. Notwithstanding any provision to the contrary in any applicable law, District's claim for indemnification by Contractor shall not accrue, and any applicable statute of limitations shall not begin to run, until District's payment of a final judgment, arbitration award, or settlement arising out of any claim that is subject to Contractor's obligation to tender such indemnification.

6. SAFETY.

a. Contractor, its agents and employees shall follow all applicable safety and health laws and requirements pertaining to the Work and the conduct thereof, including all applicable laws, ordinances, rules, regulations, and orders issued by a public authority, whether federal, state or local, including the Federal Occupational Safety and Health Administration, and any safety measures required by District.

b. Safety of Contractor's employees, whether or not in common work areas, is the responsibility of Contractor.

c. Contractor agrees to instruct all of its employees to inform District immediately of any unsafe condition or practice, whether or not in common work areas.

7. CHANGE ORDER PROCEDURES.

a. District's Representative may order changes in the Work, and Contractor will perform such changes in the Work. All Change Orders shall be made in writing and signed by the District's Representative and the Contractor. Any change or adjustment to Contractor Price as a result of changes in the Work shall be as specifically stated in the Change Order. If Contractor encounters conditions it considers different from those described in **Exhibit A**, it is required to issue written notice to District before proceeding. Contractor's failure to issue notice shall constitute waiver of any claims for additional compensation. If Contractor and District cannot agree upon a price for the changes in the Work, District may direct Contractor to execute the changes, and Contractor will be paid based on the actual cost to Contractor, plus a reasonable markup, not to exceed twelve percent (12%), for profit and overhead expenses. Change Orders that result in a reduction in the scope or cost of the Work shall reduce the Contract Price to the District. If the Contractor and District cannot agree upon a price for changes in the Work, the District may direct the Contractor to provide a detailed breakdown of the savings to the Contractor. Under these circumstances, the District is entitled to a five (5%) percent further cost reduction for profit on work not performed. The District will forego the five (5%) percent profit withholding if the Change

Order suggestion originated with the Contractor and is viewed by the District as a cost-effective savings to the District.

b. No Change Order or other form of order or directive shall be issued by the District that requires additional compensable Work to be performed, which Work causes the aggregate amount payable under this Agreement to exceed the amount appropriated by the District under the original Agreement, unless the Contractor is given written assurance by the District that lawful appropriations to cover the costs of the additional Work have been made or unless such Work is covered under a remedy-granting provision in the Agreement.

c. Any form of order or directive issued by the District which requires additional compensable Work to be performed shall contain a clause requiring the District to reimburse the Contractor for the actual costs incurred by the Contractor to perform such Work on no less than a bi-monthly basis until a Change Order is finalized; provided, however, that no compensation shall be required until the savings breakdown, if any, required pursuant to the provisions of paragraph 7(a) of these Terms and Conditions has been delivered to the District's Representative or Representative's Designee.

8. DISPUTES.

a. Contractor shall carry on the Work during all disputes or disagreements with District. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as District and Contractor may otherwise agree in writing.

b. All disputes that arise relating to this Agreement that cannot be resolved directly by the parties themselves shall be resolved by binding arbitration. Either party may, upon written notice by such party to the other party ("Notice of Arbitration"), submit the dispute for resolution by binding arbitration in accordance with the Colorado Uniform Arbitration Act, C.R.S. § 13-22-201 *et seq.* (the "CUAA"), the laws of the State of Colorado and the American Arbitration Association Commercial Arbitration Rules for fast track proceedings before the Judicial Arbiter Group of Denver, Colorado ("JAG") or, if JAG no longer conducts arbitration proceedings in the Denver metropolitan area, before JAMS of Denver, Colorado ("JAMS"), or, if JAMS no longer conducts arbitration proceedings in the Denver metropolitan area, before the American Arbitration Association ("AAA"). The parties shall select a single arbitrator and, if they cannot agree upon the arbitrator within seven (7) days after the Notice of Arbitration is given, JAG, JAMS or AAA, as the case may be, shall select the arbitrator. Subject to any limitations contained in the CUAA, the arbitrator shall have all of the power and authority of a district court judge sitting in the State of Colorado to adjudicate the matter submitted. The parties shall cooperate to achieve an expedited hearing date. The decision of the arbitrator shall be rendered within forty-five (45) days after the Notice of Arbitration is given unless otherwise agreed to in writing by both parties, shall be final and may be filed with the District Court of Douglas County (the "Court") in accordance with the provisions of C.R.S. § 13-22-222. Prior to the appointment of an arbitrator, the Court, upon motion of either party, may enter an order for provisional remedies, including interim awards and temporary restraining orders, to protect the effectiveness of the arbitration proceeding to the same extent and under the same conditions as if the controversy were the subject of a civil action. Such orders shall remain in effect until and unless the arbitrator is appointed who vacates or modifies the same. Following the appointment of an arbitrator, the arbitrator may issue such orders for provisional remedies, including interim awards and temporary restraining orders, as the arbitrator deems appropriate to protect the effectiveness of the arbitration proceeding and to promote the fair and expeditious resolution of the controversy, to the same extent and under the same conditions as if the controversy were the subject of a civil action in a court of competent jurisdiction.

9. **INDEPENDENT CONTRACTOR.** The relationship between District and Contractor is that of independent contractor. If Contractor has the status of an employer as defined by applicable Colorado statutes and similar acts of the national government including all Social Security Acts, Contractor will withhold from its payrolls as required by law or government regulation, and shall have full and exclusive liability for the payment of any and all taxes and contributions for unemployment insurance, workers' compensation, and retirement benefits that may be required by federal or state governments.

10. TERM.

a. The term of this Agreement is set forth in Exhibit A; provided, however, that in no event shall the term of this Agreement extend beyond the current fiscal year.

b. This Agreement may be terminated by District for any reason upon 10 days prior written notice of termination, except as set forth in subparagraph c.

c. This Agreement may be terminated by District with immediate effect and without prior notice or recourse to any judicial authority if Contractor:

i. Breaches the terms of this Agreement.

ii. Becomes insolvent, is subject to a petition in bankruptcy filed by or against Contractor, or is placed under control of receiver, liquidator, or committee of creditors.

iii. Assigns or attempts to assign this Agreement without District's prior written consent.

iv. Ceases to function as a going concern or abandons the Designated Territory.

d. If this Agreement is terminated, District will pay Contractor that portion of the Contract Price actually earned by Contractor through the date of termination, as determined by District's Representative in his reasonable discretion.

11. NO WAIVER OF GOVERNMENTAL IMMUNITY. Notwithstanding any provisions contained herein to the contrary, District does not waive or intend to waive the limitations on liability that are provided to it under the Colorado Governmental Immunity Act, Section 24-10-101 *et seq.*, C.R.S. or any other applicable law.

12. AUTHORITY. Each party represents to the other that such party has full power and authority to execute, deliver, and perform this Agreement; that the individual executing this Agreement on behalf of said party is fully empowered and authorized to do so; and that this Agreement constitutes a valid and legally binding obligation of said party enforceable against said party in accordance with its terms.

13. CONFLICTS. In case of conflicts between the provisions of Exhibit A and this Agreement (including the Terms and Conditions made a part hereof), the provisions of this Agreement shall control.

14. NOTICES. All notices must be in writing and (a) delivered personally, (b) sent by United States certified mail, postage prepaid, return receipt requested ("US Mail"), (c) placed in the custody of a nationally recognized overnight carrier for next day delivery ("Carrier"), and will be deemed effective (i) when received, if delivered personally, (ii) 4 days after deposit, if sent by US Mail, and (iii) the next business day after deposited with Carrier during business hours on a business day. All notices shall be delivered to the addresses for the parties first set forth above, or such other address as is provided by one party to the other in accordance with this paragraph.

END OF TERMS AND CONDITIONS

EXHIBIT A
DESCRIPTION OF WORK

PATRIOT PEST CONTROL
P.O.BOX372
CASTLE ROCK CO. 80104
720-261-5753

Roxborough Village Metropolitan District
C/O Clifton Larson Allen LLP
8390 E. Crescent Parkway Suite 500
Greenwood Village Co. 80111

Bid for Mosquito control service

Patriot Pest Control's bid for mosquito control is as follows. Patriot Pest Control will treat Roxborough Village's holding pond and listed areas on a twice per month basis. The service will also include any extra services as needed. Patriot Pest Control's service includes but is not limited to the water retention holding ponds along the green belt, the drainage gutters in the neighborhoods that surround the pond and 7 acre lake. Patriot Pest Control will also treat the creek that flows out of the holding ponds and through the neighborhood along with the small pond behind the shopping center. The treatment will include treating for both the eggs and the adult mosquito's. This will be done by using both larvacide's for the eggs and a combination of spraying and baiting for the adult mosquitoes. The price will be \$2000.00 a month for 6 months to start March or April and ending September or October.

Thank you
Ron Burden

RESOLUTION 2019-01-____
OF THE BOARD OF DIRECTORS OF
ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
DOUGLAS COUNTY, COLORADO

A RESOLUTION APPROVING SERVICES AGREEMENT
WITH GAME-SET-MATCH INC.
FOR COURT CLEANING AND WINDSCREEN MAINTENANCE

The Roxborough Village Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), has received a proposal from Game-Set-Match Inc., a Colorado corporation (the “Contractor”), to perform tennis court cleaning and windscreen maintenance, as more specifically described in the Services Agreement attached hereto as Schedule A (the “Agreement”); and

The Contractor will provide such services in accordance with the terms of the Agreement; and

The Board of Directors of the District has determined that it is in the best interest of District residents and property owners to enter into the Agreement.

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

Section 1. The Agreement, in the form attached hereto as Schedule A, is approved. The officers of the District are authorized to execute the Agreement, and the officers of and consultants to the District are authorized to take any actions that are necessary or appropriate for the District’s performance of the terms of the Agreement.

APPROVED AND ADOPTED this ____ day of January, 2019, by a vote of ____ for and ____ against.

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

By: _____
Calvin Brown, President

ATTEST:

By: _____
Ronald Bendall, Secretary

SCHEDULE A

Services Agreement with Game-Set-Match Inc.

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this “Agreement”), is made and entered into this ____ day of January, 2019, by and between **ROXBOROUGH VILLAGE METROPOLITAN DISTRICT**, a quasi- municipal corporation and political subdivision of the State of Colorado, whose address is c/o CliftonLarsonAllen LLP, 8390 East Crescent Parkway, Suite 300, Greenwood Village, Colorado 80111-4814 (the “District”), and **GAME-SET-MATCH INC.**, a Colorado corporation, whose address is 8280 South Quebec Street, Suite #A, Centennial, CO 80112 (the “Contractor”).

DISTRICT’S REPRESENTATIVE. District hereby designates Anna Jones as its representative (“District’s Representative”), who shall be District’s single point of contact during the term of the Agreement and who shall be reasonably available to Contractor. District’s Representative shall provide information and any approvals required to be furnished by District hereunder to permit Contractor to fulfill its obligations under this Agreement.

CONTRACTOR INFORMATION:

Soc. Sec. or Tax I.D. #:	84-1156303
Telephone Number:	(303) 790-1991
Fax Number:	(303) 790-1992
Contact Person:	Adam Burbary, owner
	Contact for contract and billing issues.

Contact Jay or Jon Born for scheduling the Work.
Cell #303-887-9607

IT IS HEREBY AGREED AS FOLLOWS:

WORK TO BE PERFORMED. In accordance with the Terms and Conditions attached hereto, Contractor agrees to furnish all labor, tools, equipment, supervision, supplies, and other items necessary to perform the work (the “Work”) described in **Exhibit A**, attached hereto and incorporated herein by reference.

ADDITIONAL WORK. The Terms and Conditions of this Agreement shall apply to any services or work performed by the Contractor pursuant to a Work Order approved by the District during the current fiscal year.

CONTRACT PRICE. Subject to the provisions of the Terms and Conditions, District agrees to pay, and Contractor agrees to accept as full compensation for performing the Work, a sum not to exceed \$1,340 (the “Contract Price”).

DISTRICT:

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

CONTRACTOR:

GAME-SET-MATCH INC.,
a Colorado corporation

By: Calvin Brown, President

By: Adam Burbary, President

TERMS AND CONDITIONS

1. PAYMENT. Payment by District will be made within sixty (60) days after receipt by District of Contractor's invoice. Disputed invoices shall be resolved in accordance with the provisions of paragraph 8 hereof.

2. LAWS AND REGULATIONS. Contractor, its agents and employees shall at all times comply with all applicable laws, ordinances, statutes, rules, and regulations, federal and state, county and municipal, particularly those relating to wages, hours, fair employment practices, nondiscrimination, and working conditions. Contractor shall procure and pay for all permits, licenses, and inspections required by any governmental authority for any part of the Work under this Agreement, and shall furnish any bonds, security, or deposits required by such authority to permit performance of the Work.

3. ILLEGAL ALIENS. The Contractor certifies that it shall comply with the provisions of C.R.S. § 8-17.5-101, et seq., or as it may be amended from time to time during the term of this Agreement.

a. The Contractor shall not knowingly employ or contract with an illegal alien who will perform the Work under this Agreement, or knowingly contract with a subcontractor that fails to certify to Contractor that such subcontractor does not knowingly employ or contract with an illegal alien to perform the Work.

b. The Contractor hereby certifies that it will participate in the E-Verify Program, or the Department Program established pursuant to the requirements of C.R.S. § 8-17.5-102 (5)(c), which may be collectively referred to as the "Employment Verification Programs", in order to confirm the employment eligibility of all of its employees who are newly hired for employment to perform the Work ("Newly Hired Employees").

c. The Contractor represents, warrants, and agrees that Contractor has verified the employment eligibility of its Newly Hired Employees through participation in either of the Employment Verification Programs.

d. The Contractor is prohibited from using Employment Verification Programs' procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

e. If Contractor obtains actual knowledge that a subcontractor performing the Work knowingly employs or contracts with an illegal alien, Contractor shall:

i. notify the subcontractor and the District within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

ii. terminate the subcontract with the subcontractor if, within three (3) days of receiving notice required pursuant to C.R.S. 8-17.5-102(2)(b)(III)(A) that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien, the subcontractor does not stop employing or contracting with the illegal alien. The Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

iii. comply with any reasonable request made by the Colorado Department of Labor and Employment made in the course of an investigation pursuant to C.R.S § 8-17.5-102(5).

f. If Contractor participates in the Department Program, it shall (i) notify the District of its participation, and (ii) within twenty (20) days after hiring the Newly Hired Employee, provide a written, notarized copy of an affirmation to the District pursuant to the requirements of C.R.S § 8-17.5-102(5)(c)(II) stating that Contractor has examined the legal status of the Newly Hired Employee.

g. The Contractor hereby consents to audits conducted by the Colorado Department of Labor and Employment to review documents required pursuant to C.R.S § 8-17.5-102(5).

h. In addition to any other legal or equitable remedy the District may be entitled to for a breach of this Agreement, if the District terminates this Agreement, in whole or in part, due to Contractor's breach of any requirements of C.R.S 8-17.5-101, et seq., Contractor shall be liable for actual and consequential damages to the District.

i. The District will notify the office of the secretary of state if Contractor violates a provision of the Agreement required pursuant to C.R.S. 8-17.5-102(2), and the District terminates the Agreement for such breach. The District will notify the office of secretary of state if a court made such a determination.

4. INSURANCE.

a. Contractor shall acquire and maintain in full force and effect, during the entire term of this Agreement, including any extensions hereof, statutory workers' compensation insurance coverage, including employer's liability; commercial general liability insurance coverage; and automobile liability insurance coverage in the minimum amounts set forth below. All insurance is to be placed with insurance carriers licensed in the State of Colorado with an A.M. Best and Company rating of no less than A- and/or Standard and Poor's Insurance Solvency Review rating of no less than A- or as otherwise accepted by District's Representative. Each such policy shall include a provision that insurer shall provide District thirty (30) days written notice prior to the cancellation or material modification of any policy of insurance obtained to comply with this paragraph.

b. Required Coverage Amounts.

i. Workers' Compensation Insurance in accordance with applicable law.

ii. Commercial general liability insurance in the amount of \$1,000,000.00 combined single limit bodily injury and property damage, each occurrence; \$2,000,000.00 general aggregate.

iii. Commercial automobile liability insurance in the amount of \$1,000,000.00 combined single limit bodily injury and property damage, each accident covering any auto.

c. The policies required hereinabove shall be endorsed to include the District, District's Representative, District's consultants, agents and officers as additional insureds. Every policy required above shall be primary insurance, and insurance carried by the District, if any, shall be in excess and not contributory insurance to that provided by Contractor. The Contractor shall be solely responsible for any deductible losses under any policy required above.

d. During any and all periods in which Contractor shall be performing under the terms of the Agreement, Contractor shall comply in full with the Occupational Safety and Health Act of 1970 and any amendments thereof, hereafter referred to as the Act. Contractor agrees that it will comply with all requests of District which are in furtherance of the Act. Contractor agrees to save and hold harmless District from any responsibility or penalty as a result of Contractor's noncompliance with the Act.

e. The procuring of required policies of insurance shall not be construed to limit Contractor's liability hereunder or to fulfill the indemnification provisions and requirements included in the Contract Documents. Contractor shall be solely responsible for any deductible losses under all policies.

f. Prior to commencing any Work hereunder, Contractor shall provide District with certificates evidencing that (i) all insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect for the duration required by the Contract Documents and (ii) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days prior written notice is given to District.

g. Failure on the part of Contractor to procure and maintain policies providing required coverages, conditions, and minimum limits shall constitute a material breach of the terms of the Contract Documents upon which the District may immediately terminate the Agreement. In the alternative, District may, at District's Representative's sole discretion, elect to procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the District shall be repaid by Contractor to the District upon demand, or the District may offset the cost of the premiums against any monies due to Contractor from the District.

5. INDEMNIFICATION. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless District, District's Representative, District's consultants, agents and officers, from and against all claims, damages, losses, and expenses, including attorney fees, arising out of or resulting from performance of the Work under this Agreement, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, but only to the extent caused in whole or in part by the negligent acts of Contractor, Contractor's sub-contractors, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party described in this paragraph. In claims against any person or entity indemnified under this paragraph by an employee of Contractor, Contractor's sub-contractors, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by limitation on amount or type of damages, compensation, or benefits payable by or for Contractor or Contractor's sub-contractors under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts. Notwithstanding any provision to the contrary in any applicable law, District's claim for indemnification by Contractor shall not accrue, and any applicable statute of limitations shall not begin to run, until District's payment of a final judgment, arbitration award, or settlement arising out of any claim that is subject to Contractor's obligation to tender such indemnification.

6. SAFETY.

a. Contractor, its agents and employees shall follow all applicable safety and health laws and requirements pertaining to the Work and the conduct thereof, including all applicable laws, ordinances, rules, regulations, and orders issued by a public authority, whether federal, state or local, including the Federal Occupational Safety and Health Administration, and any safety measures required by District.

b. Safety of Contractor's employees, whether or not in common work areas, is the responsibility of Contractor.

c. Contractor agrees to instruct all of its employees to inform District immediately of any unsafe condition or practice, whether or not in common work areas.

7. CHANGE ORDER PROCEDURES.

a. District's Representative may order changes in the Work, and Contractor will perform such changes in the Work. All Change Orders shall be made in writing and signed by the District's Representative and the Contractor. Any change or adjustment to Contractor Price as a result of changes in the Work shall be as specifically stated in the Change Order. If Contractor encounters conditions it considers different from those described in **Exhibit A**, it is required to issue written notice to District before proceeding. Contractor's failure to issue notice shall constitute waiver of any claims for additional compensation. If Contractor and District cannot agree upon a price for the changes in the Work, District may direct Contractor to execute the changes, and Contractor will be paid based on the actual cost to Contractor, plus a reasonable markup, not to exceed twelve percent (12%), for profit and overhead expenses. Change Orders that result in a reduction in the scope or cost of the Work shall reduce the Contract Price to the District. If the Contractor and District cannot agree upon a price for changes in the Work, the District may direct the Contractor to provide a detailed breakdown of the savings to the Contractor. Under these circumstances, the District is entitled to a five (5%) percent further cost reduction for profit on work not performed. The District will forego the five (5%) percent profit withholding if the Change

Order suggestion originated with the Contractor and is viewed by the District as a cost-effective savings to the District.

b. No Change Order or other form of order or directive shall be issued by the District that requires additional compensable Work to be performed, which Work causes the aggregate amount payable under this Agreement to exceed the amount appropriated by the District under the original Agreement, unless the Contractor is given written assurance by the District that lawful appropriations to cover the costs of the additional Work have been made or unless such Work is covered under a remedy-granting provision in the Agreement.

c. Any form of order or directive issued by the District which requires additional compensable Work to be performed shall contain a clause requiring the District to reimburse the Contractor for the actual costs incurred by the Contractor to perform such Work on no less than a bi-monthly basis until a Change Order is finalized; provided, however, that no compensation shall be required until the savings breakdown, if any, required pursuant to the provisions of paragraph 7(a) of these Terms and Conditions has been delivered to the District's Representative or Representative's Designee.

8. DISPUTES.

a. Contractor shall carry on the Work during all disputes or disagreements with District. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as District and Contractor may otherwise agree in writing.

b. All disputes that arise relating to this Agreement that cannot be resolved directly by the parties themselves shall be resolved by binding arbitration. Either party may, upon written notice by such party to the other party ("Notice of Arbitration"), submit the dispute for resolution by binding arbitration in accordance with the Colorado Uniform Arbitration Act, C.R.S. § 13-22-201 *et seq.* (the "CUAA"), the laws of the State of Colorado and the American Arbitration Association Commercial Arbitration Rules for fast track proceedings before the Judicial Arbiter Group of Denver, Colorado ("JAG") or, if JAG no longer conducts arbitration proceedings in the Denver metropolitan area, before JAMS of Denver, Colorado ("JAMS"), or, if JAMS no longer conducts arbitration proceedings in the Denver metropolitan area, before the American Arbitration Association ("AAA"). The parties shall select a single arbitrator and, if they cannot agree upon the arbitrator within seven (7) days after the Notice of Arbitration is given, JAG, JAMS or AAA, as the case may be, shall select the arbitrator. Subject to any limitations contained in the CUAA, the arbitrator shall have all of the power and authority of a district court judge sitting in the State of Colorado to adjudicate the matter submitted. The parties shall cooperate to achieve an expedited hearing date. The decision of the arbitrator shall be rendered within forty-five (45) days after the Notice of Arbitration is given unless otherwise agreed to in writing by both parties, shall be final and may be filed with the District Court of Douglas County (the "Court") in accordance with the provisions of C.R.S. § 13-22-222. Prior to the appointment of an arbitrator, the Court, upon motion of either party, may enter an order for provisional remedies, including interim awards and temporary restraining orders, to protect the effectiveness of the arbitration proceeding to the same extent and under the same conditions as if the controversy were the subject of a civil action. Such orders shall remain in effect until and unless the arbitrator is appointed who vacates or modifies the same. Following the appointment of an arbitrator, the arbitrator may issue such orders for provisional remedies, including interim awards and temporary restraining orders, as the arbitrator deems appropriate to protect the effectiveness of the arbitration proceeding and to promote the fair and expeditious resolution of the controversy, to the same extent and under the same conditions as if the controversy were the subject of a civil action in a court of competent jurisdiction.

9. **INDEPENDENT CONTRACTOR.** The relationship between District and Contractor is that of independent contractor. If Contractor has the status of an employer as defined by applicable Colorado statutes and similar acts of the national government including all Social Security Acts, Contractor will withhold from its payrolls as required by law or government regulation, and shall have full and exclusive liability for the payment of any and all taxes and contributions for unemployment insurance, workers' compensation, and retirement benefits that may be required by federal or state governments.

10. TERM.

a. The term of this Agreement is set forth in Exhibit A; provided, however, that in no event shall the term of this Agreement extend beyond the current fiscal year.

b. This Agreement may be terminated by District for any reason upon 10 days prior written notice of termination, except as set forth in subparagraph c.

c. This Agreement may be terminated by District with immediate effect and without prior notice or recourse to any judicial authority if Contractor:

i. Breaches the terms of this Agreement.

ii. Becomes insolvent, is subject to a petition in bankruptcy filed by or against Contractor, or is placed under control of receiver, liquidator, or committee of creditors.

iii. Assigns or attempts to assign this Agreement without District's prior written consent.

iv. Ceases to function as a going concern or abandons the Designated Territory.

d. If this Agreement is terminated, District will pay Contractor that portion of the Contract Price actually earned by Contractor through the date of termination, as determined by District's Representative in his reasonable discretion.

11. NO WAIVER OF GOVERNMENTAL IMMUNITY. Notwithstanding any provisions contained herein to the contrary, District does not waive or intend to waive the limitations on liability that are provided to it under the Colorado Governmental Immunity Act, Section 24-10-101 *et seq.*, C.R.S. or any other applicable law.

12. AUTHORITY. Each party represents to the other that such party has full power and authority to execute, deliver, and perform this Agreement; that the individual executing this Agreement on behalf of said party is fully empowered and authorized to do so; and that this Agreement constitutes a valid and legally binding obligation of said party enforceable against said party in accordance with its terms.

13. CONFLICTS. In case of conflicts between the provisions of Exhibit A and this Agreement (including the Terms and Conditions made a part hereof), the provisions of this Agreement shall control.

14. NOTICES. All notices must be in writing and (a) delivered personally, (b) sent by United States certified mail, postage prepaid, return receipt requested ("US Mail"), (c) placed in the custody of a nationally recognized overnight carrier for next day delivery ("Carrier"), and will be deemed effective (i) when received, if delivered personally, (ii) 4 days after deposit, if sent by US Mail, and (iii) the next business day after deposited with Carrier during business hours on a business day. All notices shall be delivered to the addresses for the parties first set forth above, or such other address as is provided by one party to the other in accordance with this paragraph.

END OF TERMS AND CONDITIONS

EXHIBIT A
DESCRIPTION OF WORK

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



COURT CLEANING & WINDSCREEN MAINTENANCE AGREEMENT 2019

Community: Roxborough Park Dist

12-29-18

Number of Courts: 2

Number of locations: 1

Starting Date: Jan 15, 2019

Ending Date: December 31, 2019

CLEANING

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

Liability Insurance and Workers Compensation coverage in place.
(will contact Pat Shanon when- score of work is scheduled and complete)

Number of cleanings: 4 Charge per cleaning: \$ 335.00

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

TOTAL ANNUAL CLEANING CHARGE: \$ 1340.00

WINDSCREEN MAINTENANCE

Lower in Spring and raise in Fall.—south end only.
(Additional fenced areas with windscreens can be maintained at an extra charge).
*There will be an extra charge for materials used.

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

TOTAL ANNUAL WINDSCREEN MAINTENANCE CHARGE: \$ NA

CHARGE FOR ADDITIONAL SERVICES: \$ 0

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

TOTAL COST FOR 2019 SEASON: \$ 1340.00

Community Representative

Game-Set-Match, Inc.

Print name _____ Print Name _____

Signature _____ Signature _____

Date _____ Date _____