

# ROXBOROUGH VILLAGE METROPOLITAN DISTRICT

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

## NOTICE OF A SPECIAL MEETING AND AGENDA

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

District Management – Special District Management Services, Inc. (“SDMS”)

DATE: Wednesday, September 7, 2022  
TIME: 6:00 P.M. to 8:00 P.M.  
PLACE: Via Zoom

<https://us02web.zoom.us/j/85047978428?pwd=U3ljZkwwYTNhdGR5Wno2eUxYbjl5dz09>

**Phone:** 1 (253) 215-8782  
**Meeting ID:** 850 4797 8428  
**Passcode:** 052096

### I. ADMINISTRATIVE MATTERS

A. Call to Order.

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B. Declaration of Quorum and Confirmation of Director Qualifications.

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C. Present Disclosures of Potential Conflicts of Interest.

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D. Approve Agenda, Location of Meeting and Posting of Meeting Notice.

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E. Excusal of absence(s), if any.

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### II. PUBLIC COMMENT

Public comment and/or guests (15 minutes). (Note: Members of the public may express their views to the Board on matters that affect the District. Comments will be limited to three (3) minutes. Please sign in. Questions may be asked of the Board but will not be answered at this time. Please refer to the Code of Conduct for additional guidelines:

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

III. TRANSITION UPDATES

- A. Review and consider approval of Services Agreement with Special District Management Service, Inc.(SDMS) for District Management services (enclosure)

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- B. Review and consider approval of Services Agreement with Gemsbok Consulting, Inc.for Accounting Services (enclosure)

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- C. Review and consider approval of Special Counsel Engagement Letter with Folkestand Fazekas Barrick & Patoile, P.C. for legal services from September 1, 2022 until December 31, 2022 (enclosure)

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- D. Meet and Greet with Kelley Duke, Esq. of Ireland Stapleton and Legal Counsel Transition Update.

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- E. Review and consider approval of General Counsel Engagement Letter with Ireland Stapleton (enclosure)

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- F. District Management Transition Update- SDMS

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- G. Accounting Management Transition Update - Gemsbok Consulting

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ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR SEPTEMBER 20, 2022 AT THE DOUGLAS COUNTY LIBRARY**

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

**A RESOLUTION ADOPTING 2<sup>ND</sup> AMENDED CODE OF CONDUCT**

WHEREAS, the Board of Directors (the "Board") of Roxborough Village Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado ("District"), has determined that it is in the best interest of the residents of the District to adopt rules pertaining to public comment and meeting conduct for District meetings.

WHEREAS, pursuant to Section 32-1-1001 (m), C.R.S., the District is authorized to adopt, amend, and enforce bylaws, rules and regulations not in conflict with the constitution and laws of this state for carrying on the business, objectives, and affairs of the Board and of the District.

WHEREAS, the Board has determined it is in the best interest of the residents of the District to revise the Code of Conduct, with the following amendment/clarification:

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

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

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

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

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

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

- Public comment specific to an agenda item may be submitted in writing to the District Manager by 1:00 p.m. the day prior to a scheduled Board meeting, to be included in the meeting packet or post-packet items with name and address included. Such written comments will be read aloud by the Manager as time allows only for such residents who are unable to attend the meeting in person. Written comments

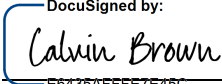
must be specifically identified as public comment in order to be included in meeting packet materials.

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

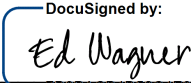
That the amended Code of Conduct, attached hereto as **Exhibit A**, is hereby approved, and the appropriate officers of the District are hereby authorized and directed to execute the same on behalf of the District.

APPROVED AND ADOPTED this 19<sup>th</sup> day of April, 2022, by a vote of 5 for and 0 against.

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

By:   
Calvin Brown, President

ATTEST:

By:   
Edward Wagner, Secretary

**EXHIBIT A**

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT  
AMENDED MEETING CODE OF CONDUCT

Public comment—general

- When agenda provides for it, public comment will be held near the beginning of a meeting. Public comment may be routinely held at regular meetings of the Board and will be added to the agenda at the discretion of the Board at special meetings.
- Speakers can address the entire Board—personal Board member addressing to be done directly to a Board member outside of a meeting. Topic can be any matter that speaker wishes to address whether on the agenda or not on the agenda. If any agenda item is allocated specific comment such specific comments should be given at that agenda item time.
- Total time limit for individual comments will be 3 minutes per speaker, with a maximum total of 15 minutes for public comment, collectively unless otherwise extended by the Board (via Motion by a Director and majority Board approval).

Speakers will be taken in order of sign-in, as time allows. Priority will be given to District residents if any speakers are non-residents, unless non-residents are attending at the behest of the Board.

Public comment—specific

- If requested by the Board (via Motion by a Director and Board approval), any specific agenda item may have public comment added to that item.
- Specific comment will be limited to a specific agenda item.
- Total time limit for individual comments will be 15 minutes or as specified by the Board via aforementioned Motion.
- Question and Answer session: If requested by the Board (via Motion by a Director and Board approval), any specific agenda item may include a Question and Answer session with members of the public which shall be more of an engaged discussion than Public comment as otherwise described herein. Such Q and A session will be limited to 15 minutes unless the Motion and approval otherwise specifies.

### Manner of addressing Board

- Time limit is 3 minutes per speaker. Speakers cannot cede time to others.
- All speakers must give their name and identify themselves as 1) a resident of the District and give address; 2) non-resident doing business within the District and give business name and address; or 3) non-resident and non-business speaker, and give an address for the record.
- Speakers who refuse to give name or address may not address the Board.
- As a general rule, Board members will not discuss or debate items during public comment with the speakers or one another, but will refer such items to staff for follow-up. Q and A sessions, if held, as a general rule will not include discussion or debate with the public but will provide a more engaged form of information gathering for the Board members.
- If a Board member asks a clarifying question of a speaker, only the Board member and speaker are permitted to enter into discussion regarding same.
- All speakers must respect the public nature of the forum, and the limited purpose of the forum to conduct the business of the District by using language to convey a message that is free from profanity or expletives.
- No speaker may make threats of violence or harm, or convey threats of violence or harm.

### Recording of meetings

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

### Manner of conduct by public attendees of meeting

- All attendees must sign in or will be asked to leave meeting.
- No public speaking out of public comment period or unless directly addressed by the Board.
- No obscene, offensive, or profane language, gestures or written materials.

- No distracting gestures or written materials that detract from the Board’s ability to conduct business.
- No intoxicated or otherwise impaired attendees.
- All speech and conduct must be respectful to other attendees and to Board Members.
- For video meetings—
  - All attendees must sign in through the chat, or will be removed from the meeting.
  - Turning on video camera is optional for any attendee.
  - All non-Board public member attendees must stay on Mute at all times unless they are called for public comment.
  - All non-Board consultant attendees must stay on Mute as much as possible when they are not speaking to the Board.
  - Board members should stay on Mute during any period they do not wish to speak.
  - Any chat function on the video meeting will be monitored by one designated consultant of the District and used for noting attendance, identifying information for attendees and speakers, and for collecting informal written comment, none of which will constitute an official Board record but will be used to pass information along at the discretion of such consultant. The public always has the ability to email, call, or discuss in person with the District Manager or a Board Member to make individual comments.
  - The following are prohibited at both video and in person meetings: Speaking out of turn; obscene or profane language; gestures, or written materials; distracting gestures, written materials, or backgrounds; are prohibited on video meetings as in person meetings.

Public comment—written in advance of meeting

- Public comment specific to an agenda item may be submitted in writing to the District Manager by 1:00 p.m. the day prior to a scheduled Board meeting, to be included in the meeting packet or post-packet items with name and address included. Such written comments will be read aloud by the Manager as time allows only for such residents who are unable to attend the meeting in person. Written comments must be specifically identified as public comment in order to be included in meeting packet materials.



- As a general rule, Board members will not discuss or debate items submitted as written public comment during a meeting but will refer such items to staff for follow-up.

Violations of meeting conduct/manner

- Request by any Board member to cease the conduct—1 request.
- Request by any Board member to cease the conduct –2<sup>nd</sup> request.
- Request by any Board member to cease the conduct—3<sup>rd</sup> request will require attendee to leave the meeting.
- Any threat of violence or harm, whether verbally or through gesture or other mannerism, will result in immediate ejection from meeting and a police report will be filed.
- Any attendee with signs of intoxication or impairment may be immediately ejected from meeting.

## MANAGEMENT AGREEMENT

THIS AGREEMENT is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2022 by and between ROXBOROUGH VILLAGE METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District") and SPECIAL DISTRICT MANAGEMENT SERVICES, INC. (the "Company").

### RECITALS

WHEREAS, the District was organized and exists pursuant to the laws of the State of Colorado to provide and operate certain public-purpose facilities and improvements for the benefit of its inhabitants and taxpayers; and

WHEREAS, the District does not currently have sufficient staff with the requisite knowledgeable to perform certain necessary functions, and requires management services in order to competently and efficiently meet its responsibilities; and

WHEREAS, the Company has the capacity and willingness to provide such services to the District;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### ARTICLE I

#### APPOINTMENT OF MANAGER

1. Appointment of Manager. Effective as of \_\_\_\_\_, 2022, the District hereby retains the Company as the District Manager, and the Company hereby agrees to serve as District Manager pursuant to the terms and conditions set forth herein.
2. Independent Contractor. In performing its services as District Manager, the Company shall be an independent contractor to the District and not an employee or agent of the District.

### ARTICLE II

#### DUTIES AND AUTHORITY

1. General Limitations and Requirements. The Company shall have the authority specified in Article II, Section 2 hereof to act for and on behalf of the District. The Company shall have no rights or authority, express or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the District in any manner whatsoever, except to the extent specifically provided in this Agreement or specifically authorized or ratified by the District's Board (the "Board") as reflected in the minutes of the Board meetings. The Company shall at all times conform to the stated policies established and approved by the Board and the scope of the Company's authority shall at all times be subject to the direction of the Board and shall keep the Board informed as to all matters concerning the services it is providing. The Company shall provide the services as set forth herein in full compliance with all applicable laws, rules, and regulations of any federal, state, county, or municipal body or agency thereof having jurisdiction over the activities of the District and/or the Company. The Company shall have no right or interest in any of the District's assets, nor any claim or lien with respect thereto, arising out of this Agreement or the performance of the services as provided for herein.
2. Specific Duties and Authority. The Company shall, in general, conduct or cause to be conducted the ordinary and usual business and affairs of the District in a reasonable, prudent, and professional business manner.

The Company shall report promptly to the Board any conditions, events, or other matters which in the Company's reasonable opinion require the attention of the Board.

The Company shall provide periodic reports to the Board regarding the status of District matters and actions taken or contemplated by the Company on behalf of the District pursuant to this Agreement.

A scope of services is attached as Appendix A.

ARTICLE III  
COMPENSATION

For performance of services as set forth on Appendix A, the Company's fees are billed monthly. The current rates at the time of execution of this Agreement are:

<b><u>District Management &amp; Administration:</u></b>	
Senior Managers & Managers	\$148.00
Assistant Managers & Admin. Coordinators	
<b><u>Utility Billing Service:</u></b>	\$ 70.00
<b><u>Operations, Maintenance and Field Services</u></b>	\$ 80.00

The Company shall have the right to change these billing rates from time to time; provided, however, that the Board will be advised of any such change in the billing rates.

There will be additional charges for out-of-pocket expenses, such as postage, facsimiles, letterhead, envelopes, printing, etc.

District records delivered to the Company in paper format will be digitized at the previously disclosed rate.

A one-time fee of \$500.00 is requested to set up the District's files.

Once established, if the District chooses to become inactive, a \$600 per year inactivity fee will apply.

ARTICLE IV  
DURATION, TERMINATION, AND DEFAULT

1. Term. The term of this Agreement shall commence \_\_\_\_\_, 2022, and shall continue, unless sooner terminated in accordance with other provisions of this Agreement, until December 31, 2022, and shall automatically renew each January 1 for an additional calendar year until notice is given as provided below in Article IV, Section 2.

2. Termination.

a. The Company may terminate this Agreement at any time and for any reason by providing the District written notice of intent to terminate at least 30 days prior to the date of termination.

b. The Board may terminate this Agreement without cause upon 30 days' written notice. The Board may terminate this Agreement immediately upon the occurrence of any Event of Default (as defined below by the Company) An Event of Default shall be defined as the failure of the Company to perform any of its services in the manner or within the time required herein or commits or permits a breach of or default in any of its duties, liabilities, or obligations hereunder and fails to reasonably cure or remedy such failure, breach,

or default within 10 days after written notice by the District specifying the nature of such failure, breach, or default, or if such breach or default cannot reasonably be cured within 10 days, fails to commence such cure or remedy within said 10 day period or at any time thereafter fails to diligently prosecute such cure or remedy to completion.

c. Upon notice by either the Company or Board of intent to terminate the Agreement, the Company will continue to provide services pursuant to the terms of the Agreement up to and including the date of termination. During this period, the Company shall assist the District in the transition of the Company's duties and the delivery of all documents and property of the District to a contractor or employee designated by the District, at the then current hourly billing rate, and shall be compensated for copying charges and other reasonable expenses incurred in such transition, as further provided below.

d. The Company shall retain the ability to sub-contract to an independent vendor any of the duties identified above either: (a) upon consent of the Board; or (b) in the event of an emergency. Company shall be responsible to the District for the performance of all duties performed by an independent vendor.

3. Ownership of Information and Materials. The Company shall, upon completion of its services or any sooner termination of this Agreement, and upon payment in full of all monies owed the Company, deliver to the District all written data and information generated by or for the Company in connection with the District or supplied to the Company by the District or the District's contractors or agents, and all drawings, plans, books, records, contracts, agreements, and all other documents and writing in its possession relating to its services or the District, and the District shall have the right to use the same without further compensation to the Company (collectively, the "District Documents") as requested by the District. Notwithstanding anything herein to the contrary, the Company may require the District to pay all amounts due to the Company in full prior to delivery of the District Documents, including without limitation all accrued fees and compensation due to the Company under this Agreement and all reasonable costs and expenses in organizing, duplicating and delivering or transferring the District Documents to the District. Such District and Documents shall at all times be the property of the District; provided, however, that the Company shall have the right to retain copies of such data and information as reasonably necessary for its own recordkeeping purposes.

## ARTICLE V INDEMNIFICATION AND INSURANCE

1. Indemnity. The Company hereby agrees to indemnify and hold harmless the District from claims, losses, injuries, expenses and costs related to the Company's negligent, reckless, willful or wanton acts and omissions in connection with this Agreement or related to the Company's services or work hereunder, but only within the scope of its duties or authority hereunder.

2. Insurance. The Company shall maintain, in full force and effect during the term of this Agreement, liability insurance and all required insurance for its employees, including worker's compensation insurance, in conjunction with the performance of its obligations under the terms of this Agreement. Upon execution of this Agreement, the Company agrees to provide proof of such insurance to the District.

3. Limited Assumption of Liability. To the extent permitted by law, the District expressly assumes liability for all damages resulting from any act, or failure to act, of the Company while performing duties directed by the District to the Company either under this Agreement specifically or under separate direction by the Board; provided that (a) such assumption of liability by the District is limited to only those damages resulting from events which are insurable under the District's general property and liability insurance policy, and (b) such assumption of liability is further limited to the extent that recovery for such damages is subject to all limitations imposed by the Colorado Governmental Immunity Act. The District shall defend, within the limits of the above limited assumption of liability, all such suits, actions and proceedings brought under such claims and pay all costs and expenses incidental thereto. The Company shall have the right, at its expense and in its discretion, to participate in the defense of any such suit, action, or proceeding, without

relieving the District of any obligations hereunder. This provision for limited assumption of liability does not waive the defenses or limitations on damages provided for pursuant to the Colorado Governmental Immunity Act.

**ARTICLE VI  
MISCELLANEOUS**

1. Assignment and Subcontracts. This Agreement is personal to the Company, and the Company shall have no right, power, or authority to assign this Agreement, or any portion hereof, without prior written consent of the District.

2. Notices. All notices, requests, demands, consents and other communications hereunder shall be transmitted in writing and shall be deemed to have been duly given when hand delivered or sent by certified United States mail, postage prepaid, with return receipt requested, or via facsimile, addressed to the applicable party at the address set forth set forth beneath such party's signature below. Either party may change the address at which it receives written notice by so notifying the other party in writing in the manner provided herein.

3. Invoicing, Payment; Remedies. All amounts payable hereunder shall be due and payable in full, without offset, within thirty (30) days of invoice therefor. The Company may, in its sole discretion, elect to charge interest on amounts not paid when due hereunder at a rate of one and one-half percent (1.5%) per month thereafter, and to require District to reimburse to the Company for all reasonable costs if collecting such amounts, including reasonable attorney's fees, whether or not any suit or proceeding is required.

4. Entire Agreement; Amendment; No Third Party Beneficiaries. This Agreement sets forth the entire agreement of the parties hereto. All prior or contemporaneous discussions and agreements are merged herein, and in entering into this Agreement, neither party is not relying on any oral or written promise or representation not set forth herein. This Agreement may be amended or modified, and a party's rights hereunder may be waived, only by written agreement subscribed to by both of the parties hereto or the party waiving the applicable right. The parties specifically acknowledge and agree that there shall be no third party beneficiaries of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

**COMPANY:**

SPECIAL DISTRICT MANAGEMENT  
SERVICES, INC.

By \_\_\_\_\_  
Christel Gemski, Executive Vice-President

NOTICE ADDRESS (see Article VI, Section 2):

Special District Management Services, Inc.  
c/o Deborah D. McCoy, President  
141 Union Boulevard, Suite 150  
Lakewood, Colorado 80228

**DISTRICT:**

ROXBOROUGH VILLAGE METROPOLITAN  
DISTRICT

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

NOTICE ADDRESS (see Article VI, Section 2):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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## APPENDIX A

The Company, as District Manager, shall fulfill the following duties and shall have the corresponding authority on behalf of the District:

### BASIC MANAGEMENT DUTIES

1. Coordinate and attend all Board Meetings; draft agendas, minutes, and meeting notices; post in accordance with Colorado law.
2. Attend study sessions, executive sessions and special meetings of the Board as requested.
3. Maintain a business location and 24 hour availability for emergencies via answering service.
4. Maintain District's records in accordance with State laws and statutes which affect the District.
5. Perform statutory filings with the various state, county and local entities as required.
6. Assist the Board in the administration of District elections; serve as the designated Election Official for the same.
7. Track action items and keep detailed history of events related to action items assigned to all contractors, consultants and Board members.
8. Attend public forums as may be requested by the Board.
9. Resolve property owner concerns as they pertain to the District.
10. Coordinate with General Counsel.
11. Ensure timely compliance with all statutory filings.
12. Facilitate appropriate communication between the District and the property owners.
13. Review and monitor insurance coverage, evaluate risks and monitor coverages required for contractors.
14. File insurance claims and monitor status of reimbursements.
15. Distribute District information to new property owners.
16. Manage, administer, and enforce policies, rules, and regulations adopted by the Board.
17. Act as liaison to the other local governmental entities, associations, developers and builders within the community.
18. Upon request of the Board, prepare requests for proposals, solicit, evaluate and present bids for services required.
19. Maintain SIPA District website (if established).
20. SIPA Webpage design and maintenance.
21. Other duties as may be required or requested by the Board.

### REGULAR OR SPECIAL ELECTIONS

1. Coordinate the conduct of regular or special elections, whether mail ballot or polling place.
2. District Manager or other staff members are trained and experienced to serve as the Designated Election Official and will perform all tasks in accordance with the Uniform Election Code and at the direction of the Board and the attorney.
3. Assist with constituent education surrounding ballot issues.

### FIELD SERVICES (DISTRICT)

Oversee contracts and contractors providing service for:

1. Landscaping maintenance and upgrades.
2. Snow removal.
3. Pet waste stations.
4. Pest control services.
5. Repairs and maintenance for specific projects.
6. Process work orders for routine maintenance and repairs.

7. Perform site inspections as necessary to ensure the facilities are being properly maintained.
8. Upon request of the Board, prepare requests for proposals, solicit, evaluate and present bids for services required in connection with the facilities.
9. Oversee and follow up on all projects. Maintain communication with vendors providing services for the facilities.
10. Keep an inventory of the district property.
11. Validate work completed by contractors.
12. Provide professional locating services for the Districts non-potable system.
13. Other duties as may be required or requested by the Board.

**DISCLAIMER REGARDING BILLING AND COLLECTION SERVICES:** Unless specifically agreed by the Company in writing, all such billing and collection services shall be provided based on information regarding district boundaries and property ownership provided by the District or its consultants to the Company, and the District acknowledges that the Company shall have no responsibility to independently verify or confirm such information or liability for any inaccuracy in such information.

## Fee Agreement

This Fee Agreement (“Agreement”) is entered into as of this 24 day of August, 2022 (the “Effective Date”), by and between **Roxborough Village Metropolitan District**, a Colorado Special District, located at 8390 E. Crescent Pkwy, Suite 300 Greenwood Village, CO 80111 (“Client”); and **Gembok Consulting, Inc.**, a Colorado corporation, located at 31180 Manitoba Dr., Evergreen, Colorado 80439 (“Gembok”), to provide the services specified below, on the terms and conditions provided by this Agreement.

### 1. Consulting Services

Gembok will provide consulting services to Client as specified below in this Agreement (the “Services”). Gembok’s consultants provide business advice and solutions, but do not make the final decision on how to address any situation, which final decisions are left to Client. The Services being provided are as follows (subject to additions and/or deletions as may be agreed to by Gembok and the Client):

#### Monthly Bookkeeping & Payroll

- **Bookkeeping**
  - Accounts Payable: recording and payment of expenses
  - Accounts Receivable: recording and depositing of income
  - Bank, investment, credit card and loan account reconciliations
  - Annual 1099s and other reporting
- **Payroll**
  - Processing payroll and submitting direct deposits
  - Payment of all payroll taxes
  - Creation of all payroll tax returns
  - Annual W-2s
- **Financial Statement Review**
  - Review of the books and the financial statement monthly to ensure accuracy
- **Monthly Reporting**
  - Executive Summary of prior month’s activities
  - Budget to Actual reporting
  - Key Performance Indicators (KPI) and associated graphics
  - Cash activity and overall cash position
  - Other reporting as requested by the Board or recommended by Gembok

#### Budgeting

- Review of prior year and current year expenses
- Current year financial projections
- Preparation of preliminary budget for upcoming fiscal year
- Finalization of budget and submissions to DOLA
- Budget recorded in accounting system for ease of reporting

#### Annual Financial Close and Statements

- Officially close out the financial statements for the fiscal year and verify that all numbers reported are accurate. This includes:
  - Capital assets
  - Payroll taxes
  - Ending balances for all assets and liabilities
  - Taxes receivable
  - Fund Balances



- Audit documents are gathered and ready when needed by the auditor. This includes all supporting documents such as bank statements, county tax statements, attorney invoices, capital asset transitions and other key supporting statements.
- Review of the preliminary audit and entry of any adjusting journal entries.
- Preparation of the Management Discussion and Analysis (MD&A)

### Other Work

*Typically, this work is billed hourly when it is needed.*

- Documentation of Accounting Practices
- Human Resource Documents
- Interactive financial model to see the impact of various district decisions and their long-term potential impact.

## **2. Initial Term and Renewal**

The initial term of this Agreement is until December 31, 2022, unless earlier terminated as specified below. This Agreement will be automatically renewed for an additional one-year term unless either party notifies the other, at least 60 days in advance of the expiration date of the initial or renewal term, of its desire not to renew this Agreement.

## **3. Fee Structure**

Client will be billed for all time spent by Gemsbok's representatives on work for Client, including phone calls, office meetings, travel time to and from Client's office, and writing reports. All work will be billed on an hourly basis at the rates specified below in this Agreement, unless otherwise agreed to in writing by Gemsbok and Client. Time is billed in 15-minute increments.

## **4. Hourly Fees**

a. As of the date of this Agreement, the standard rates range from \$65 per hour for a bookkeeper, \$135 for a controller and \$235 per hour for a senior consultant (the "Hourly Fee"). These rates may be increased from time to time no less than 30 days after written notice of the rate increase is given by Gemsbok to Client.

## **5. Initial Retainer**

The initial retainer is waived.

## **6. Expenses Included in the Hourly Fee**

The Hourly Fee includes black and white copies and printed documents.

## **7. Expenses NOT Included in the Hourly Fee**

The following expenses are **not** included in the Hourly Fee:

- i. Airfare, rental cars, and other travel costs will be charged to Client on an actual cost basis.
- ii. Postage/shipping will be charged to Client on an actual cost basis.
- iii. Parking Charges will be charged to Client on an actual cost basis.
- iv. Additional fees incurred in connection with work agreed upon. For example, if a report from Client's CPA is necessary, Client is responsible for the CPA's fees. Gemsbok will not incur additional fees of this nature unless instructed by or approved by Client.

## **8. Billing & Interest Charges**

a. Hourly Fees and expenses are billed monthly.

b. If an invoice has not been paid in full within 45 days after the date of the invoice, interest may be charged on the outstanding balance at a rate of up to 18% per annum (1.5% per month) until the past due amount is paid in full.

**9. Professional Disclosure and Client Acknowledgement**

Client understands and acknowledges that ***Gemsbok consultants are not tax accountants or attorneys; and as such, they cannot provide tax or legal advice.*** In addition, Gemsbok consultants will not: (i) prepare income tax returns or any other tax returns for Client, except as otherwise specified by Gemsbok; (ii) conduct audits of financial information of the Client; or (iii) provide any other services as, or required to be provided by, Certified Public Accountants.

**10. Confidentiality of Client Information**

This Agreement covers services that require the disclosure of confidential information to Gemsbok. Gemsbok agrees to take all reasonable steps necessary to preserve the confidentiality of Client's confidential information. Gemsbok will inform all of its officers, directors, employees, and other representatives (collectively, the "Gemsbok Representatives") who may have access to any confidential information of Client of the need to preserve the confidentiality of Client's confidential information, and take responsibility for any unauthorized disclosure by any of the Gemsbok Representatives. While it is the practice of Gemsbok to treat Client information that is not publicly known as confidential, it is Client's responsibility to inform Gemsbok of any unusual confidentiality issues or requests. Client also agrees to inform Gemsbok, before disclosing the information, any time there is litigation pending or threatened with respect to information that may be disclosed to Gemsbok.

**11. Intellectual Property of Gemsbok**

Client acknowledges that Gemsbok has developed, and may develop in the future, certain software and/or other intellectual property that it uses in providing the Services or otherwise in connection with its business (the "Intellectual Property"). Client understands and agrees that (i) Gemsbok is the owner of the Intellectual Property; (ii) Client has no ownership interest in, and will not acquire during the term of this Agreement any ownership interest in, any of the Intellectual Property; (iii) Client has no right to obtain or possess the Intellectual Property; and (iv) Client has no right to receive any information about the Intellectual Property.

**12. Non-Use and Non-Disclosure of Gemsbok Proprietary and Confidential Information**

Client understands that it (through its employees and other representatives) will become aware of proprietary and confidential information of Gemsbok. Client agrees that it and its directors, officers, limited liability company members and managers, partners, employees and other representatives, as applicable (collectively, the "Client Representatives") will use proprietary information of Gemsbok only in connection with its business, and not that of any parent, subsidiary, or other affiliate of Client; and not in connection with any unaffiliated business. Client agrees not to give or disclose any proprietary or confidential information of Gemsbok to any third party, except with the prior written consent of Gemsbok. Client will inform all of the Client Representatives who may have access to any proprietary and/or confidential information of Gemsbok of the restrictions on use and disclosure of that information, and that these restrictions also apply to them, individually. Client will be responsible for any breach of this provision by Client or any of the Client Representatives.

**13. Client Employment/Engagement of Gemsbok Consultants**

If, during the term of this Agreement or within one year after its expiration of termination for any reason, Client knowingly hires any Gemsbok consultants, or engages any Gemsbok consultants as independent contractors of Client, Client agrees to pay Gemsbok a fee equal to two times the annual salary that has most recently been paid by Gemsbok to each consultant hired by Client.

**14. Termination of Agreement; Obligations on Termination**

a. Client may terminate this Agreement at any time for any reason; however, Client agrees to do so only by written notification to Gemsbok. Unless terminated for cause, Client will give 60 days' written notice of termination to Gemsbok.

b. Gemsbok may terminate this Agreement at any time and for any reason, including the non-payment of fees by Client when due; however, Gemsbok agrees to provide Client with 60 days written notice of termination.

c. Upon termination of this Agreement by either party and for any reason:

1. Gemsbok will have no further obligation to provide any of the Services to Client.

2. Client must pay to Gemsbok, within 45 days of the date of a final invoice given by Gemsbok, all fees and expenses incurred but unpaid as of: (i) the date Gemsbok receives a notice of termination from Client, or (ii) as of the date Gemsbok delivers a notice of termination to Client.

## 15. Independent Contractors

Gemsbok and Client are independent contractors. Gemsbok and its consultants and other representatives are not employees, partners, or joint venturers of Client.

## 16. Miscellaneous

**a. Modifications.** This Agreement may only be altered or amended by a written agreement signed by both parties.

**b. Notices.** All notices required or permitted by this Agreement or by law, may be personally delivered, sent by courier, or sent by certified mail with return receipt requested, with delivery charges or postage prepaid, and addressed to the intended recipient as set forth above. Any party may change the address to which notices are to be delivered by giving the other party notice in the manner set forth in this provision. Except as stated otherwise in this Agreement, notices will be deemed delivered when received, if given by personal delivery or courier; or three days after deposit with the U.S. Postal Service with proper address and postage paid. If delivery of any notice properly given under this provision is refused or delivery cannot otherwise be completed, the notice will be deemed delivered on the first attempted delivery. Notwithstanding the language above, (i) Gemsbok may also send invoices and notices of Hourly Fee increases by uncertified mail; and (ii) if sent in this manner, notices of Hourly Fee increases will be deemed given when deposited with the U. S. Postal Service with proper address and postage paid.

**c. Severability.** If any provision of this Agreement is held invalid by any tribunal in a final decision from which no appeal is or can be taken, that provision will be deemed modified to eliminate the invalid element and, as so modified, that provision will be deemed a part of this Agreement as though originally included.

**d. Attorneys' Fees and Costs.** The prevailing party in any action arising out of or related to this Agreement is entitled to recover from the other party all amounts due and all damages, costs, and expenses, including reasonable attorneys' fees and costs of collecting monies owed. If both parties are awarded a judgment in any dollar amount, the court shall determine the prevailing party taking into consideration the merits of the claims asserted by each party, the amount of the judgment received by each party, and the relative equities between the parties.

**e. Applicable Law.** The laws of the State of Colorado shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the parties. Gemsbok and Client agree that any appropriate state or any federal court in Colorado has exclusive jurisdiction and venue over any case or controversy arising under or in connection with or relating to this Agreement and is the proper forum in which to adjudicate the case or controversy.

**f. Enforcement.** In addition to any other remedies or methods of enforcement permitted by law, the provisions of this Agreement may be enforced by injunctive relief.

**g. Assignment.** Gemsbok may assign this Agreement, and its rights and obligations under this Agreement, without Client's consent, to any successor that can perform Gemsbok's obligations under this Agreement. Client may assign this Agreement with the prior written consent of Gemsbok.

**h. No Waiver.** The failure of either of the parties to insist upon the strict performance of the terms and conditions of this Agreement will not constitute or be construed as a waiver or relinquishment of the right to thereafter enforce any such term or condition, and it will continue in full force and effect.

**i. Headings.** The headings in this Agreement are for reference only.

**j. Construction.** Whenever required by the context of this Agreement, the singular includes the plural and vice versa, and the masculine gender includes the feminine and neuter genders, and vice versa. The language used in this Agreement will be deemed the language chosen by the parties to express their mutual intent, and no rule of strict construction will be applied against any party. This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. Facsimile signatures are valid to the same extent as original signatures.

**k. Entire Agreement.** This Agreement constitutes the entire agreement of the parties (into which all prior negotiations, commitments, representations and undertaking with respect to its subject matter are merged). No oral or other written understandings or agreements exist between the parties relating to the subject matter of this Agreement.

**Roxborough Village Metropolitan District**

**Gembok Consulting, Inc.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Christina Z. Griggs  
President

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

August 31, 2022

Board of Directors  
Roxborough Village Metropolitan District

*RE: Roxborough Village Metropolitan District – 2022 Legal Services*

Dear Board Members,

FOLKESTAD FAZEKAS BARRICK & PATOILE, P.C. (“Folkestad Fazekas”) agrees to serve the Board of Directors (the “Board”) of Roxborough Village Metropolitan District (the “District”) as the District’s special legal counsel during the transition of legal services to Ireland Stapleton Pryor & Pascoe, P.C. The purpose of this engagement letter is to clarify and confirm the terms and conditions under which our firm will provide legal services to the District from September 1, 2022 until December 31, 2022.

1. *Scope of Services.* Our services include:

- Attending the regular monthly Board meetings and reporting to the Board regarding progress and developments of matters for which our firm is engaged. Such matters will be limited during the term of the engagement as we transfer most matters to new general legal counsel;
- Meetings with the District Manager and the District’s consultants, and others;
- Conferences or telephone conferences with the Board of Directors, the District Manager, the District’s consultants or others;
- Preparation of data, research (including computer research);
- Preparation of agreements and other documents on behalf of the District;
- Review of and legal analysis of agreements and other documents not prepared by our firm; and
- Provide legal advice and counsel to or for the benefit of the Board and the District.

2. *Staffing.* I will be the attorney responsible for supervising the legal services provided by Folkestad Fazekas on behalf of the District. I will be assisted by other attorneys, paralegals and legal assistants in the firm as appropriate.

3. *Responsibilities.* In reliance upon information and guidance from the Board, the District Manager and the District's consultants, Folkestad Fazekas will provide legal services, advice and counsel to the Board, the District Manager and the District's consultants in accordance with this engagement letter, keep the Board, the District Manager and the District's consultants reasonably informed of progress and developments of matters for which our firm is engaged, and respond to the Board's, the District Manager's and/or the District's consultants' inquiries.

To enable our firm to effectively render the services, we request that the Board and the District Manager fully and accurately disclose to our firm all facts that may be relevant to these legal matters, keep our firm apprised of new developments relating to such matters, and assist and cooperate with our firm as appropriate in dealing with these matters.

4. *Fees, Disbursements, and Other Charges.* Our fees are based on various factors, including the amount of time spent by attorneys, paralegals and legal assistants on District matters. Each lawyer, paralegal and legal assistant has an hourly billing rate based generally on his or her experience and expertise.

A. *District Billing Rate.* For services performed during 2022, our District Billing Rates will be:

<i>Attorneys</i>	<i>\$290.00</i>
<i>Paralegals/Legal Assistants</i>	<i>\$150.00</i>

In addition to fees for legal services, we may invoice the District for all out-of-pocket expenses, mileage, filing fees, service of process and recording fees, computer research costs, etc.

Various factors are considered in determining our fees, including the novelty and difficulty of the questions involved; the skill requisite to properly perform the services; the experience, reputation and ability of the professional staff providing the services; the time limitations imposed by circumstances; and applicable rules of professional conduct.

B. *Other Billing Rates.* Any legal fees that are being reimbursed to the District by a non-governmental third party will be invoiced to the District at our standard billing rates for non-governmental entities as they may be adjusted from time to time.

5. *Statements.* Each month we will provide the District with a statement describing our services, separately showing disbursements and other charges. There often is an unavoidable delay in reporting disbursements and other charges, and therefore not all disbursements and charges may be invoiced on the same statement as the related legal services. A finance charge of 1-1/2% per month, or 18 percent a year, may be assessed for accounts not paid by the last day of

the month following the month in which the statement is received by the District.

6. *Internal Conferences.* From time to time, internal conferences take place among our personnel, and two or more members of our professional staff may attend meetings or proceedings on the District's behalf. Although this approach might seem to result in duplication of effort, it is our experience that this practice facilitates communication, improves the quality of our work, and ultimately is more cost effective for the District.

7. *Opinions and Beliefs.* During the course of our representation, we may express our opinions or beliefs concerning various matters, or different courses of action and the respective results that might be anticipated. Any such statement is intended to be an expression of opinion only, based on information available at the time, and must not be construed as a promise or guarantee of a particular result.

8. *Communications.* We will endeavor to respond to all phone messages, e-mails, and facsimiles within twenty-four (24) hours of receipt. To ensure our timely receipt of any such messages, please always include Tina Vildibill on email communications or call her with phone messages, if she is not available, please contact Shauna Marcum, my other paralegal.

9. *Termination.* The District Board has the right to terminate its relationship with our firm at any time. We would appreciate the opportunity to discuss any problems before such a decision is made. All financial accounts must be settled before we will release files to the District.

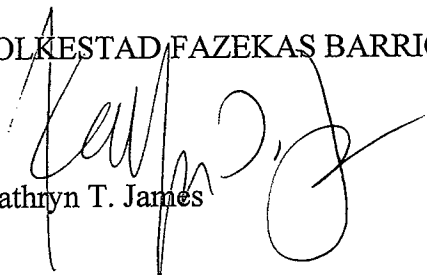
10. *Conflicting Provisions:* In case of any conflict between any prior agreement between the District and our firm and this engagement letter, the provisions of this engagement letter shall prevail.

If this engagement letter correctly reflects the Board's understanding of the terms and conditions under which our firm provides legal services to the District, please confirm our engagement by signing the enclosed copy of this letter in the space below and returning it to our firm.

We are pleased to have this opportunity to continue to serve the Board and the District.

Sincerely,

FOLKESTAD FAZEKAS BARRICK & PATOILE, P.C.

  
Kathryn T. James

This engagement letter reflects the District Board's understanding of the terms and conditions of FOLKESTAD FAZEKAS BARRICK & PATOILE, P.C. engagement to provide legal services to the District.

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

By: \_\_\_\_\_  
Mathew Hart, President

Date: \_\_\_\_\_





DINO A. ROSS  
Attorney & Counselor at Law  
303 • 628 • 3686 (direct)  
303 • 623 • 2062 (fax)  
dross@irelandstapleton.com

August 22, 2022

Via email: [james@ffcolorado.com](mailto:james@ffcolorado.com)

Board of Directors  
c/o Katie James, Esq.  
Roxborough Village Metropolitan District

Re: ***General Counsel Representation by Ireland Stapleton Pryor & Pascoe, PC***

Dear Board members:

We greatly appreciate the opportunity to provide legal services as general counsel for the Roxborough Village Metropolitan District (“***District***”).

**1. *Effective Date of Engagement.*** The effective date of our engagement is the date this letter is approved by the Board and signed by the President in the space provided below.

**2. *Scope of Representation.*** As general counsel, we will provide legal services to the District with respect to any matter within our experience, training and capabilities. While our services will include attendance at regular and special Board meetings, we will not have knowledge of every legal matter that may exist within the District. As such, and because our legal services will be provided only on an "as requested" basis, we assume no on-going obligation to ensure the District's administration and operations are in compliance with current or future federal, state or local laws. Nor do we assume any obligation to ensure that all of the District's legal matters are addressed, as we will only have knowledge of, and provide legal services with respect to, those specific matters for which our services are requested.

**3. *Fees and Billing.*** Our fees will be based upon time charges using hourly billing rates charged by each attorney or paralegal working on the District's legal matters. My current discounted billing rate for special districts is \$325.00 per hour. My partner, Kelley Duke, who will be assisting me in providing legal services to the District, also has a discounted billing rate for special districts of \$325.00 per hour. Many of the other attorneys and paralegals who may assist with the District's legal matters also have discounted special districts rates. In general, rates for other paralegals and attorneys who may assist on the District's legal matters range from \$195.00 (paralegals) to \$235.00 (associate attorneys) to \$325.00 (partners). We may adjust our hourly rates at any time with prior notice to you.

Attorneys and paralegals will bill time in one-tenth (1/10) of an hour increments. For example, a six-minute telephone conference with me at the hourly rate of \$325.00 would result in a charge of \$32.50; if the call lasted a half hour, the charge would be \$162.50.

Generally, invoices for fees and expenses will be submitted to the District monthly and are due upon receipt. We are happy to review any questions about our bills. If invoices remain unpaid after forty-five (45) days, we will consider them in default, and we may terminate the relationship and collect outstanding balances and costs of collection (including reasonable attorneys' fees).

**4. Out-of-Pocket Expenses.** The District will be billed for significant computer research, large copying projects, delivery and courier fees, and other out-of-pocket expenses. We will charge mileage at the then-current mileage rate established by the Internal Revenue Service. We will charge travel time at one-half the attorney's hourly rate.

**5. Record Retention/Destruction.** After ten (10) years from the termination of our relationship, we have the right but not the obligation to destroy any files created and maintained by us during the term of our engagement.

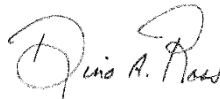
**6. Dispute Resolution.** The attorney-client relationship is one of mutual trust and confidence. Therefore, we encourage the Board to feel free at all times to raise questions about any aspect of our representation. If a dispute arises and we are unable to reach a satisfactory resolution of it, the District may have the right to request arbitration under applicable Colorado Bar Association procedures. In the event of any dispute that relates to our entitlement to any payment from the District, all undisputed amounts shall be paid immediately by the District and this payment shall not constitute any admission by the District concerning disputed amounts.

**7. Termination.** the District has the right to terminate the relationship at any time by written notice to our firm. We would appreciate the Board providing us thirty (30) days prior notice of termination. Absent unusual circumstances, our firm will provide thirty (30) days prior written notice of termination. If the relation is terminated by either party or by mutual agreement, the District will immediately pay all legal fees and expenses incurred prior to the termination, and we will provide reasonable assistance in effecting a transfer of files and responsibilities to new counsel.

Please review this engagement letter carefully, and if you have any questions concerning its terms, do not hesitate to call. If these arrangements are acceptable to you, please acknowledge your acceptance by signing a copy of this letter below and returning the signed copy to me.

Sincerely,

IRELAND, STAPLETON, PRYOR & PASCOE, P.C.



Dino A. Ross

THE ABOVE AGREEMENT IS ACCEPTED AND AGREED TO:

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT**

By: \_\_\_\_\_  
Mathew Hart, President of the Board                      Date