

**ELLSTON PARK METROPOLITAN DISTRICT**

Special Board Meeting

**Tuesday, May 21, 2024 at 1:00 p.m.**

*Via Teleconference and at 614 N. Tejon St., Colorado Springs, CO 80903*

Please join my meeting from your computer, tablet or smartphone:

<https://video.cloudoffice.avaya.com/join/128323143>

Or, join by phone: (213) 463-4500

Meeting ID: 128323143

<b>Board of Directors</b>	<b>Title</b>	<b>Term</b>
VACANT	President	May 2025*
Kim Herman	Vice President	May 2025
Michael Harty	Secretary	May 2025
VACANT	Treasurer	May 2025*
VACANT	Assistant Secretary	May 2025*

*\* This seat will be a 2-year term at the May 2025 Election.*

**AGENDA**

1. Call to Order/Declaration of Quorum
2. Conflict of Interest Disclosures
3. Approval of Agenda
4. Appointment of Board of Directors
  - a. Consideration Appointment to Vacancies on the Board of Directors
  - b. Election of Officers
5. Public Comment - Public in attendance may express their views to the Board on matters that affect the District. Comments will be limited to three (3) minutes.
6. Consent Agenda
  - a. Consider Approval of February 20, 2024 Board Meeting Minutes (**enclosure**)
  - b. Consider Approval of Payables for the Period January 1, 2024 through May 21, 2024 (**enclosure**)
  - c. Consider Acceptance of Unaudited Financial Statements as of April 30, 2024, and the Schedule of Cash Position Updated as of April 30, 2024 (**enclosure**)
7. Financial Matters
  - a. Consider Appointment of Signers on District Accounts
8. Legal Matters
  - a. Review and Discuss Website Accessibility Memo and Template Statement (**enclosure**)
9. General Business
  - a. Consider Approval of Statewide Internet Portal Authority (SIPA) Enrollment:
    - i. Eligible Governmental Entity Agreement (**enclosure**)
    - ii. Security Policy Agreement (**enclosure**)
    - iii. Registration Agreement (**enclosure**)

- b. Consider Approval and implementation of WSDM Website Accessibility Plan and Policy (**enclosure**)
- c. Consider Approval of District Engineering Proposal (**enclosure**)

10. Development Matters:

- a. Development Update

11. Adjournment – Next Board Meeting is scheduled for August 20, 2024 at 1:00 p.m.





**MINUTES OF A REGULAR MEETING  
OF THE BOARD OF DIRECTORS  
ELLSTON PARK METROPOLITAN DISTRICT  
FEBRUARY 20, 2024, AT 1:00 PM**

Pursuant to posted notice, the special meeting of the Board of Directors of the Ellston Park Metropolitan District was held on Tuesday, February 20, 2024 at 1:00 p.m. via video teleconference.

In attendance were Directors:

Jordan Honea  
Kim Herman  
Michael Harty

Also, in attendance were:

Heather Smith, WSDM  
Bryan Reid, DR Horton  
Matt Ruhland, CEGR Law  
Sarah Luetjen, CEGR Law  
Madison Phillips, CEGR Law

1. Call to Order/Declaration of Quorum: Ms. Smith called the meeting to order at 1:02 p.m. and it was confirmed that a quorum was present.
2. Conflict of Interest Disclosures: Ms. Smith advised the Board that, pursuant to Colorado law, certain disclosures might be required prior to taking official action at the meeting. Ms. Smith reported that disclosures for those directors that provided CEGR Law with notice of potential or existing conflicts of interest were filed with the Secretary of State's Office and the Board at least 72 hours prior to the meeting, in accordance with Colorado law, and those disclosures were acknowledged by the Board. Ms. Smith noted that a quorum was present and inquired as to whether members of the Board had any additional disclosures of potential or existing conflicts of interest pertaining to any matters scheduled for discussion at the meeting. No additional disclosures were noted.
3. Approval of the Agenda: President Honea moved to approve the Agenda as presented; seconded by Director Herman. Motion carried.
4. Public Comment: No members of the public were present for comment.
5. Consent Agenda: After discussion, Director Herman moved to approve the items on the Consent Agenda as amended:
  - a. November 28, 2023 Board Meeting Minutes
  - b. Payables for the Period ending December 31, 2023; and
  - c. Unaudited Financial Statements as of December 31, 2023, and the Schedule of Cash Position Updated as of December 31, 2023;seconded by President Honea. Motion carried.
6. Legal Matters:
  - a. Operating Reimbursement Agreement – Mr. Ruhland reviewed the draft Operating Reimbursement Agreement between Melody Homes and Ellston Park Metropolitan District. After discussion, President Honea moved to approve the Operating Reimbursement Agreement, subject to final review; seconded by Director Herman. Motion carried.

- b. Infrastructure Acquisition and Funding Agreement – Mr. Ruhland reviewed the draft Infrastructure Acquisition and Funding Agreement between Melody Homes and Ellston Park Metropolitan District. After discussion, President Honea moved to approve the Infrastructure Acquisition and Funding Agreement, subject to final review; seconded by Director Herman. Motion carried.
- c. Declaration of Covenants, Conditions, and Restrictions of Ellston Park – Ms. Smith presented the draft Declaration of Covenants, Conditions, and Restrictions of Ellston Park. After discussion, President Honea moved to approve adoption of and consent to the Declaration of Covenants, Conditions, and Restrictions of Ellston Park, subject to final review and recording by Declarant, Melody Homes; seconded by Director Herman. Motion carried.
- d. Design Guidelines of Ellston Park – Ms. Smith presented the draft Design Guidelines for Ellston Park. After discussion, President Honea moved to approve the Design Guidelines of Ellston Park Metropolitan District, subject to final review; seconded by Director Herman. Motion carried.
- e. Resolution Designating Location to Post Notice – Mr. Ruhland presented the Resolution Designating Location to Post Notice. After discussion, President Honea moved to approve the Resolution Designating Location to Post Notice as presented; seconded by Director Herman. Motion carried.

7. Development Update:

- a. No updates were provided.

8. Adjournment: The Board unanimously adjourned the meeting at 1:53 p.m.

- a. Next Regular Board Meeting – May 21, 2024, at 1:00 p.m. via teleconference.

Accepted,

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By: President

THESE MINUTES ARE APPROVED AND ADOPTED AS THE OFFICIAL MINUTES OF THE ELLSTON PARK METROPOLITAN DISTRICT FEBRUARY 20, 2024, BOARD OF DIRECTOR MEETING.



**ELLSTON PARK METROPOLITAN DISTRICT  
PAYMENT REQUEST  
2/13/2024 - updated 3/14/2024  
GENERAL FUND ACCOUNT**

<b>Company</b>	<b>Invoice</b>	<b>Date</b>	<b>Amount</b>	<b>Comments</b>
CEGR Law	11099.001	1/31/2024	\$ 322.00	
CEGR Law	113023	2/29/2024	\$ 2,064.00	
WSDM District Manager	7882	1/31/2024	\$ 2,039.20	
WSDM District Manager	18853	2/29/2024	\$ 4,000.00	
<b>TOTAL</b>			<b>\$ 8,425.20</b>	

Approved,

\_\_\_\_\_  
President

**ELLSTON PARK METROPOLITAN DISTRICT  
PAYMENT REQUEST  
5/20/2024  
GENERAL FUND ACCOUNT**

<b>Company</b>	<b>Invoice</b>	<b>Date</b>	<b>Amount</b>	<b>Comments</b>
CEGR Law	11099.001	1/31/2024	\$ 322.00	Unpaid Invoice
CEGR Law	3312024	3/31/2024	\$ 784.00	
CEGR Law	4302024	4/30/2024	\$ 1,364.00	
WSDM District Manager	7941	3/31/2024	\$ 2,427.95	
WSDM District Manager	7983	4/30/2024	\$ 1,389.25	
<b>TOTAL</b>			<b>\$ 6,287.20</b>	

Eastern Colorado Bank as of 5/14	\$ 322.00
Advance request	\$ (20,000.00)
5/14 Draw	\$ (6,287.20)
Eastern Colorado Bank after Draw	\$ (25,965.20)



## Ellston Park Metropolitan District

## Balance Sheet

As of April 30, 2024

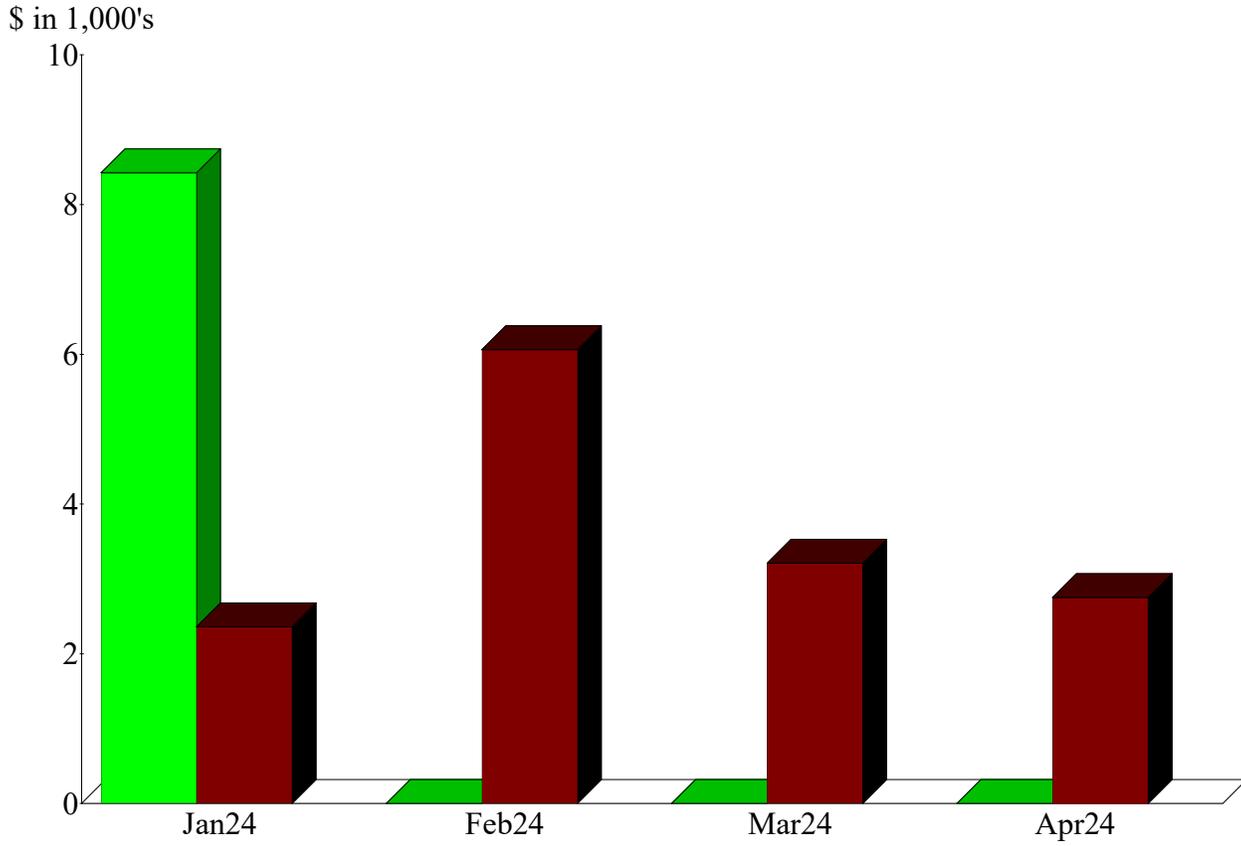
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	<u>Apr 30, 24</u>
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
Eastern Colorado Bank	322.00
Total Checking/Savings	<u>322.00</u>
Total Current Assets	<u>322.00</u>
<b>TOTAL ASSETS</b>	<b><u>322.00</u></b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	6,287.20
Total Accounts Payable	<u>6,287.20</u>
Total Current Liabilities	<u>6,287.20</u>
Total Liabilities	6,287.20
Equity	
Net Income	<u>-5,965.20</u>
Total Equity	<u>-5,965.20</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u>322.00</u></b>

## Ellston Park Metropolitan District Profit & Loss Budget vs. Actual January through April 2024

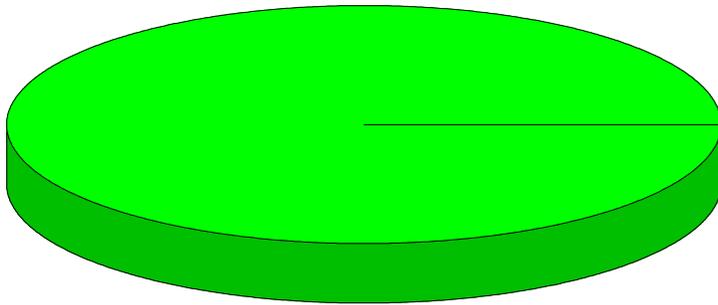
	TOTAL				
	Apr 24	Jan - Apr 24	Budget	\$ Over Budget	% of Budget
<b>Ordinary Income/Expense</b>					
<b>Income</b>					
Developer Advance - O&M	0.00	8,425.20	90,000.00	-81,574.80	9.36%
Unit Charges	0.00	0.00	24,000.00	-24,000.00	0.0%
CY Property Tax - O&M	0.00	0.00	10,079.00	-10,079.00	0.0%
Specific Ownership Tax - O&M	0.00	0.00	706.00	-706.00	0.0%
CY Property Tax - Debt	0.00	0.00	60,473.00	-60,473.00	0.0%
Specifice Ownership Tax - Debt	0.00	0.00	4,838.00	-4,838.00	0.0%
<b>Total Income</b>	<b>0.00</b>	<b>8,425.20</b>	<b>190,096.00</b>	<b>-181,670.80</b>	<b>4.43%</b>
<b>Expense</b>					
<b>General &amp; Administrative</b>					
Audit	0.00	0.00	8,755.00	-8,755.00	0.0%
District Management	1,389.25	9,856.40	42,000.00	-32,143.60	23.47%
Insurance	0.00	0.00	4,500.00	-4,500.00	0.0%
Legal	1,364.00	4,534.00	30,000.00	-25,466.00	15.11%
SDA Dues	0.00	0.00	1,500.00	-1,500.00	0.0%
Treasurer Collection Fee - O&M	0.00	0.00	151.00	-151.00	0.0%
<b>Total General &amp; Administrative</b>	<b>2,753.25</b>	<b>14,390.40</b>	<b>86,906.00</b>	<b>-72,515.60</b>	<b>16.56%</b>
<b>Operations</b>					
Bank Fees	0.00	0.00	20.00	-20.00	0.0%
Electricity	0.00	0.00	750.00	-750.00	0.0%
General - R&M	0.00	0.00	1,000.00	-1,000.00	0.0%
Grounds Maintenance	0.00	0.00	15,000.00	-15,000.00	0.0%
Road - R&M	0.00	0.00	1,750.00	-1,750.00	0.0%
Snow Removal	0.00	0.00	6,250.00	-6,250.00	0.0%
Street Sweeping	0.00	0.00	300.00	-300.00	0.0%
Stormwater	0.00	0.00	400.00	-400.00	0.0%
Trash Service	0.00	0.00	4,752.00	-4,752.00	0.0%
Water	0.00	0.00	2,600.00	-2,600.00	0.0%
Reserve Funding	0.00	0.00	5,000.00	-5,000.00	0.0%
<b>Total Operations</b>	<b>0.00</b>	<b>0.00</b>	<b>37,822.00</b>	<b>-37,822.00</b>	<b>0.0%</b>
<b>Bond Expense</b>					
Interest Expense	0.00	0.00	56,435.00	-56,435.00	0.0%
Treasurer Collection Fee - Debt	0.00	0.00	7,500.00	-7,500.00	0.0%
Trustee Fees	0.00	0.00	907.00	-907.00	0.0%
<b>Total Bond Expense</b>	<b>0.00</b>	<b>0.00</b>	<b>64,842.00</b>	<b>-64,842.00</b>	<b>0.0%</b>
<b>Total Expense</b>	<b>2,753.25</b>	<b>14,390.40</b>	<b>189,570.00</b>	<b>-175,179.60</b>	<b>7.59%</b>
<b>Net Ordinary Income</b>	<b>-2,753.25</b>	<b>-5,965.20</b>	<b>526.00</b>	<b>-6,491.20</b>	<b>-1,134.07%</b>
<b>Net Income</b>	<b>-2,753.25</b>	<b>-5,965.20</b>	<b>526.00</b>	<b>-6,491.20</b>	<b>-1,134.07%</b>

Income and Expense by Month  
January through April 2024



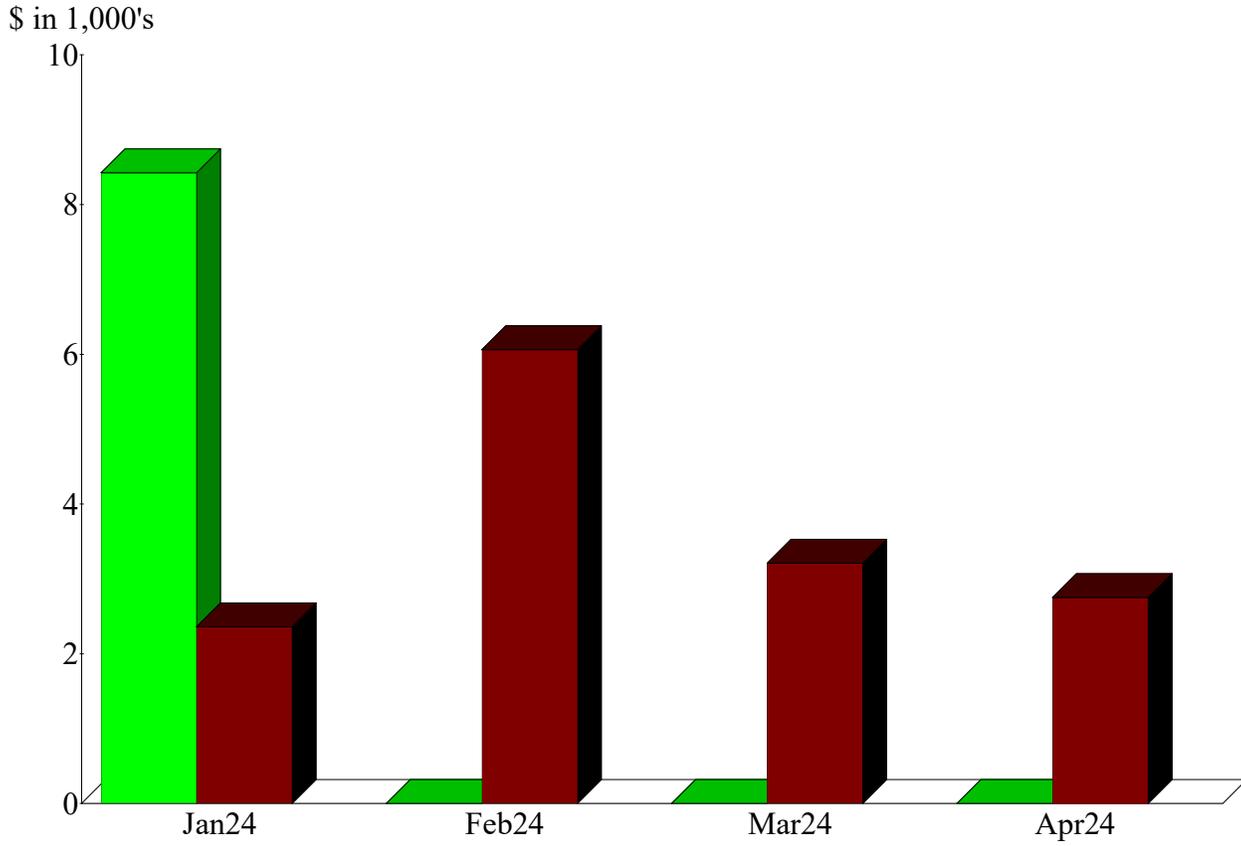
Income Summary  
January through April 2024

Developer Advance - O&M	100.00%
Total	\$8,425.20



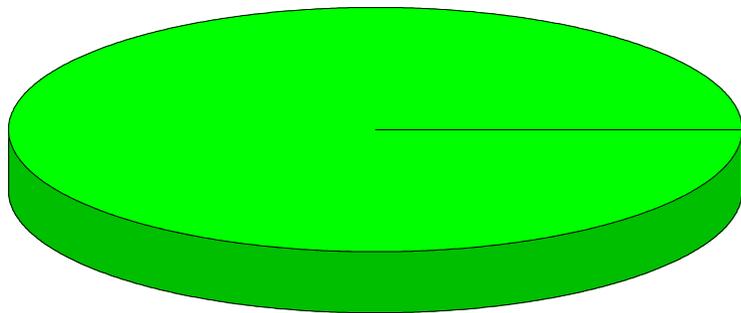
By Account

Income and Expense by Month  
January through April 2024



Expense Summary  
January through April 2024

General & Administrative	100.00%
Total	\$14,390.40



By Account



**Shareholders**

Paul R. Cockrel  
Evan D. Ela  
Linda M. Glesne  
David A. Greher  
Matthew P. Ruhland

**Associates**

Joseph W. Norris  
Madison D. Phillips  
Dakota C. Spence-Zurek

**Paralegals**

Micki Mills  
Sarah Luetjen

**MEMORANDUM**

April 22, 2024

**VIA E-MAIL**

**TO: Special District Clients**

**FROM: Cockrel Ela Glesne Greher & Ruhland**

**RE: Compliance with Section 32-1-104.5, C.R.S., and HB21-1110 on Website Rules**

We are providing an update to our public agency clients on two legislative acts going into effect this summer related to website content. In accordance with Section 32-1-104.5, C.R.S., and HB21-1110, this memo serves as a reminder of the statutory obligations regarding the maintenance of websites for Metropolitan Districts, as well as the website accessibility requirements for all State and Public Entities starting July 1, 2024.

**State and Public Entities Accessibility Plan:**

Pursuant to HB21-1110 and Section 24-34-802(c), C.R.S., all “Public Entities” (defined as any State or local government, or any department, agency, special district, or other instrumentality of such) and State Agencies must develop an accessibility plan complying with guidelines established by the Office of Information Technology by July 1, 2024. State Agencies are to include an additional webpage displaying their accessibility plan and contact details for inquiries. While the second part of this requirement is not specifically required of all Public Entities, we consider posting your plan somewhere within your webpage to be a best management practice and a sign of good faith effort to comply with the law in the event of a challenge. We have prepared the attached sample plan that fully complies with the requirements.

The website accessibility requirements raise substantial risks and we encourage all clients to review your websites for accessibility weaknesses as soon as possible. Any individual with a disability has standing to bring a suit to order compliance with the statute. Enforced compliance may result in a court order to remedy the accessibility defect, actual monetary damages or a statutory fine of \$3,500 per plaintiff per violation, and an award of attorney’s fees and costs.

**Resources:**

Several compliance check tools are available to conduct monthly updates to ensure continuous website compliance. In addition, the World Wide Web Consortium (WC3) and the Web Accessibility Initiative (WAI) have developed a Website Accessibility Statement Generator designed to assist agencies in tailoring their online compliance policy to meet ADA standards. Although this tool is not customized explicitly for Special Districts in Colorado, it offers a comprehensive analysis of accessibility levels and enables agencies to enhance their compliance efforts based on the unique services they provide. The below links provide additional practical resources for this purpose:

- Web Accessibility Initiative Accessibility Statement Generator: <https://www.w3.org/WAI/planning/statements/generator/#create>
- Special District Website Compliance Report: <https://www.checkmydistrict.org/>
- ADA Compliance Check List: [https://docs.google.com/document/d/1bVd1PSQ3oT\\_QCyaTAR5jZgOfFvuNdMg49bPtHQN0ypp/edit](https://docs.google.com/document/d/1bVd1PSQ3oT_QCyaTAR5jZgOfFvuNdMg49bPtHQN0ypp/edit)

**Reminder of Metropolitan Districts Requirements:**

Pursuant to Section 32-1-104.5, C.R.S., Metropolitan Districts organized after January 1, 2000, are obligated to maintain a publicly accessible website. This website must be updated annually and contain the following information:

- Names, terms and contact information for current Board members and the District Manager.
- Current fiscal year budget and any subsequent amendments within 30 days of adoption.
- Prior year's audited financial statements or the application for exemption within 30 days of filing with the State Auditor.
- Annual report of the District, if applicable.
- Date, time and location of scheduled regular Board meetings for the current fiscal year by January 30 of each year.
- Call for nominations prior to a regular election, if required by Section 1-13.5-501(1.5), C.R.S.
- Certified election results within 30 days after an election.
- Current map depicting District boundaries as of January 1st of the current fiscal year.
- Any other information deemed appropriate by the Board.

This legislation does not require a website for any other type of entity, and does not apply to Districts that voluntarily maintain a website unless the entity is a Metropolitan District organized after



April 22, 2024

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January 1, 2000. However, the civil rights laws applicable to Public Entities do have important considerations for those agencies which do currently have (or plan to create in the future) a website.

If you need help figuring out your accessibility planning needs, Kristin Herndon in our office has worked with several Firm clients to both create website content for any metropolitan district requiring assistance, and also to evaluate website accessibility. Should you require further clarification or assistance regarding compliance with the mentioned statutes, please do not hesitate to reach out to the attorneys in the office or to Kristin ([kherndon@cegrlaw.com](mailto:kherndon@cegrlaw.com)) directly. For those clients who use the Firm to manage their website, we will update your website adding the accessibility statement, unless you advise us not to do so by May 25<sup>th</sup>.

## WEBSITE ACCESSIBILITY STATEMENT

At [District Name] and [District website] we are committed to making our services broadly accessible, including ensuring digital accessibility to all users regardless of ability. We are continually improving the user experience for everyone and applying the relevant accessibility standards.

We aim to adhere as closely as possible to the Web Content Accessibility Guidelines (WCAG 2.0), published by the World Wide Web Consortium (W3C). These guidelines explain how to make Web content more accessible for people with disabilities.

Our accessibility tests on the site's pages include (but are not limited to) testing for the following: correct heading structure, good keyboard operability, sufficient color contrast, and screen reader support. We are aware of some areas on the website where we could improve accessibility. We are continually seeking out solutions that will bring all areas of the site up to the same level of overall web accessibility.

### Ongoing Compliance Information

#### Compliance Officer

[District Name] has designated [District Accessibility Compliance Officer] as its compliance officer for website disability-related accommodations. The compliance officer has received training in website accessibility and updates the site in accordance with those best practices.

#### Compliance Procedures and Reports

In addition to statutory revisions, [District Name] regularly scans its website to ensure ongoing compliance, and makes timely changes to any inaccessible changes, if any are found. [In our ongoing commitment to transparency, we make the last three months' reports available to the public.

- Report 1
- Report 2
- Report 3]

#### Report an Accessibility Issue

We welcome your feedback on the accessibility of [District Website] and can often resolve issues in a timely manner if they arise. Please let us know if you encounter accessibility barriers on [District Website] by e-mail to: [District Website Manager's Name], Accessibility Compliance Officer, [Email Address]





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**ELIGIBLE GOVERNMENTAL ENTITY AGREEMENT  
BETWEEN  
THE COLORADO STATEWIDE INTERNET PORTAL AUTHORITY  
AND \_\_\_\_\_**

**PREAMBLE**

This Eligible Governmental Entity (EGE) Agreement ("Agreement") is made and entered into as of the date of the last signature below (the "Effective Date") by and between \_\_\_\_\_ ("EGE") and the Colorado Statewide Internet Portal Authority ("SIPA") established pursuant to §§ 24-37.7-101 et seq., C.R.S., with its office at 950 South Cherry Street, Suite 900, Denver, Colorado, 80246.

SIPA and EGE wish to enter into a cooperative agreement under which services can be provided at the discretion of both Parties.

**BACKGROUND**

Pursuant to §§ 24-37.7-101 through 114, C.R.S., SIPA is created as a body corporate and political subdivision of the state to provide electronic information, products, and services to all state agencies, local governments, and members of the public, and, among other things, to give members of the public, state agencies, and local governments an alternative way to transact business. Pursuant to § 24-37.7-104(1)(q), SIPA is authorized to enter into agreements and contracts for electronic information, products, and services and all state agencies and local governments (as defined within § 24-37.7-101) are authorized to enter into and do all things necessary to perform any such arrangements or contracts with SIPA, including this EGE Agreement.

Neither Party is committing funds or required to perform services as part of this agreement.

SIPA has entered into certain contracts with its suppliers to provide electronic information, products, and services which will be available to EGE pursuant to this EGE Agreement, which includes the statewide internet portal managed by the statewide internet portal integrator, as defined in § 24-37.7-101, C.R.S. ("Portal Integrator").

**GENERAL TERMS**

SIPA will provide, through its suppliers, electronic information, products, and services to EGE pursuant to an Order under this Agreement ("Order"). An Order will be prepared for each electronic information, product, and service and mutually signed by SIPA and EGE.

SIPA and EGE agree as follows:

1. EGE shall make available to SIPA electronic information maintained and owned by EGE as is necessary to complete the agreed-upon work as set forth in an Order under this Agreement. As mutually agreed upon in subsequent Orders under this Agreement, EGE will provide reasonable levels of support in placing online with SIPA certain EGE-owned electronic information, as mutually agreed by EGE and SIPA, with due regard to the workload and priorities of EGE and SIPA.
2. SIPA may, with the authorization of EGE, through the statewide internal portal, make public electronic information made available to it available to the general public, including EGE's public electronic information. The Parties agree to use their best efforts to provide adequate and uninterrupted service under the terms of this Agreement. However, neither Party shall be liable for interruption of service when the same shall be due to circumstances beyond the reasonable control of either Party, its agents or employees, including but not limited to unanticipated equipment malfunction, periodic maintenance or update of the computer systems upon which such EGE electronic information resides, or interruption of service due to problems with the Colorado statewide area network or due to problems with any telecommunications provider.
3. SIPA and EGE may enter into an Order under this Agreement. Orders under this Agreement shall describe specific services and applications to be provided to EGE. EGE acknowledges that services and applications are usually offered by SIPA's suppliers. Orders shall cover the purchase of electronic information, products, and services from SIPA through the use of EGE funds. All Orders involving EGE funds may be approved by the EGE official with authority to execute such agreement. Orders shall contain specific time or performance milestones for SIPA's supplier(s), timelines for completion of relevant Orders, including design specifications and other criteria relevant to the completion of applicable Orders, criteria, and procedures for acceptance by EGE and remedying incomplete or inaccurate work for each phase of relevant Orders.
4. SIPA shall be responsible for the operation of, and all costs and expenses associated with, establishing and maintaining electronic access to EGE electronic information, databases or other software applications, including (but without limitation) the cost of purchasing, developing, and maintaining programs used to interface with EGE software applications that provide access to EGE-owned electronic information, products, and services. EGE acknowledges SIPA may at its discretion use suppliers to perform certain obligations. EGE's maximum financial obligation for establishing and maintaining electronic access to EGE databases or other software applications shall be limited to the amount(s) set forth and appropriated pursuant to each individual Order under this Agreement.
5. Each Party shall have the right to terminate this Agreement by giving the other Party 10 days' written notice. Unless otherwise specified in such notice, this Agreement will terminate at the end of such 10-day period, and the liabilities of the Parties hereunder for further performance of the terms of this

Agreement shall thereupon cease, but the Parties shall not be released from any duty to perform up to the date of termination. Work authorized under an individual Order under this Agreement will be subject to the terms and conditions of that document.

6. None of the terms or conditions of this Agreement gives or allows any claim, benefit, or right of action by any third person not a party hereto. Nothing in this Agreement shall be deemed as any waiver of immunity or liability limits granted to SIPA or EGE by the Colorado Governmental Immunity Act or any similar statutory provision.
7. This Agreement (and related Orders) constitutes the entire agreement of the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or changed, in whole or part, only by written agreement approved by each party.
8. Neither SIPA nor its suppliers have responsibility for the accuracy or completeness of the electronic information contained within EGE's databases. SIPA and its suppliers shall be responsible only for the accurate and complete transmission of electronic information to and from such EGE databases, in accordance with the specifications of any EGE-owned software. For the purposes of the Colorado Open Records Act, EGE shall be the custodian of record. Neither SIPA nor its suppliers shall be deemed to be either the custodian of record or the custodian's agent.
9. This Agreement and any written amendments thereto may be executed in counterpart, each of which shall constitute an original and together, which shall constitute one and the same agreement. Delivery of an executed signature page of this Agreement will constitute effective and binding execution and delivery of this Agreement.
10. Confidential information for the purpose of this Agreement is information relating to SIPA's or EGE's research, development, trade secrets, business affairs, internal operations, management procedures, and information not disclosable to the public under the Colorado Open Records Act or some other law or privilege. Confidential information does not include information lawfully obtained through third parties, which is in the public domain, or which is developed independently without reference to a Party's confidential information. Neither Party shall use or disclose, directly or indirectly, without prior written authorization, any confidential information of the other. SIPA shall use its reasonable best efforts to ensure that its suppliers protect EGE confidential information from unauthorized disclosure. Notwithstanding anything to the contrary herein, each Party acknowledges that given the subject matter of this Agreement, such Party shall not disclose confidential information of the other (whether in written or electronic form) to any third party, except as required by law or as necessary to carry out the specific purpose of this Agreement; provided, however, that if such disclosure is

necessary, any third party who receives such confidential information shall also be bound by the nondisclosure provisions of this Section 10. Upon termination of this Agreement, the Parties shall return or destroy (at the other Party's request) all confidential information of the other and if such information is destroyed, each Party shall demonstrate evidence of such destruction to the other.

11. SIPA must approve all requests from EGE CUSTOMERS for Electronic Information, Products, and Services pursuant to an Order under this Agreement.

### **MISCELLANEOUS PROVISIONS**

Independent Authority. SIPA shall perform its duties hereunder as an independent authority and not as an employee of EGE. Neither SIPA nor any agent or employee of SIPA shall be deemed to be an agent or employee of EGE. SIPA acknowledges that SIPA and its employees or agents are not entitled to EGE employment or unemployment benefits unless SIPA or a third party provides such benefits and that EGE does not pay for or otherwise provide such benefits. SIPA shall have no authorization, express or implied, to bind EGE to any agreements, liability, or understanding except as expressly authorized by EGE. SIPA and its agents shall provide and keep in force workers' compensation (and provide proof of such insurance when requested by EGE) and unemployment compensation insurance in the amount required by law, and shall be solely responsible for the acts of SIPA, its employees and agents.

Non-discrimination. SIPA agrees to comply with the letter and the spirit of all applicable state and federal laws respecting illegal discrimination and unfair employment practices.

Choice of Law. The laws of the State of Colorado (except Colorado laws related to choice of law or conflict of law) and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this Agreement. At all times during the performance of this Agreement, SIPA and EGE shall adhere to all applicable federal and state laws, rules, and regulations that have been or may hereafter be established. Any legal action related to this Agreement shall be brought in either a state or federal court within the City and County of Denver, Colorado.

Access to Data. SIPA shall have no access to EGE's data, including but not limited to PII and information protected by FERPA and HIPAA. All EGE data shall remain in possession of EGE. If a SIPA supplier may have access to PII, the SIPA supplier will be responsible for ensuring compliance with any regulations related to such access.

PCI Compliance. If at any point during the term of this Agreement, EGE performs payment processing through SIPA and the Portal Integrator, EGE agrees to identify a single point of contact for the EGE and maintain up to date contact information.

The single point of contact will:

- Assign security responsibility to a primary person;
- Ensure security policies are developed or adhere to state security policies and are practiced;

- Maintain an Information Security Policy that addresses Information Security for employees and contractors;
- Annually respond to the Compliance Validation Assessment or appropriate self-assessment questionnaires (SAQ);
- Annually train employees on security awareness that includes but is not limited to credit card payment account handling procedures, device inspection, and how to report security incidents. An online training link will be provided to the point of contact by SIPA or the Portal Integrator annually;
- Maintain an Incident Response Plan;
- Notify SIPA and the Portal Integrator, as soon as possible, whenever a suspected Incident has occurred involving cardholder data or credit card reading devices;
- Maintain up-to-date contact information with the Portal Integrator; and
- Identify the payment flow for the payment solutions implemented within its organization.

These requirements will be updated in writing by SIPA and the Portal Integrator if PCI security requirements change.

The above responsibilities will apply to all EGE payment processing, regardless of the supplier providing the services. Any EGE contracting with a payment processor supplier that is not the Portal Integrator may be subject to additional responsibilities related to the completion of the annual SAQ. In that event, the EGE or the payment processing supplier is responsible for management of the SAQ process as relates to that portion of the application capturing payment card information.

Website Accessibility. The Portal Integrator will comply with the requirements of HB21-1110 as relates to any website provided by SIPA to EGE to ensure that the platform on which the website is built and hosted is compliant. EGE agrees to comply with the requirements of HB21-1110 as relates to any website provided by SIPA to EGE to ensure that the content of any website provided by SIPA to EGE is compliant.

Software Piracy Prohibition. No State or other public funds payable under this Agreement shall knowingly be used for the acquisition, operation, or maintenance of computer software in violation of United States copyright laws or applicable licensing restrictions. SIPA hereby certifies that, for the term of this Agreement and any extensions, SIPA has in place appropriate systems and controls to prevent such improper use of public funds. If EGE determines that SIPA is in violation of this paragraph, EGE may exercise any remedy available at law or equity or under this Agreement, including, without limitation, immediate termination of the Agreement and any remedy consistent with United States copyright laws or applicable licensing restrictions.

Notices. All notices required or permitted under this Agreement shall be in writing and delivered personally, by facsimile, by email or by first class certified mail, return receipt. If delivered personally, notice shall be deemed given when received. If delivered by facsimile or email, notice shall be deemed given upon full transmission of such notice and confirmation of receipt during regular business hours. If delivered

by mail, notice shall be deemed given at the date and time indicated on the return receipt. Notices shall be delivered to:

If to SIPA:

Statewide Internet Portal Authority  
Attn: EGE Administrator  
950 South Cherry Street, Suite 900  
Denver, CO 80246  
Phone: (720) 409-5634  
sipa@cosipa.gov

If to EGE:

Attn:  
Street Address:  
City, State, Zip:  
Phone:  
Email:

and/or

Attn:  
Street Address:  
City, State, Zip:  
Phone:  
Email:

and to other address or addresses as the parties may designate in writing.

Third Party Beneficiary. EGE shall enjoy those rights of a third party as may be set forth expressly in any contract between SIPA and its suppliers under which SIPA provides electronic information, products, and services to EGE.

Disputes. Any failure of either Party to perform in accordance with the terms of this Agreement shall constitute a breach of the Agreement. Any dispute concerning the performance of this Agreement which cannot be resolved at the operational level shall be referred to superior management and staff designated by each Party. Failing resolution at this level, EGE may ask the SIPA Board of Directors to address the dispute. If the dispute is not resolved after reference to the SIPA Board of Directors, the Parties may use whatever procedures may be available, including but not limited to termination of the Agreement.

This Agreement is entered into as of the day and year set forth above.

\_\_\_\_\_  
Ajay Bagal, Executive Director  
Statewide Internet Portal Authority

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

Sign \_\_\_\_\_

Print Name <sup>Kim Herman</sup> \_\_\_\_\_

Title \_\_\_\_\_

Entity \_\_\_\_\_

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

**Certificate Of Completion**

Envelope Id: 037C07001C80401F9D61694940C4FEDA	Status: Sent
Subject: SIPA EGE Agreement - Ellston Park Metropolitan District	
Source Envelope:	
Document Pages: 7	Signatures: 0
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Sharon Trilk
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	1300 Broadway
	Suite 440
	Denver, CO 80203
	sharon@cosipa.gov
	IP Address: 24.8.121.17

**Record Tracking**

Status: Original	Holder: Sharon Trilk	Location: DocuSign
5/1/2024 1:59:22 PM	sharon@cosipa.gov	

**Signer Events**

Signature	Timestamp
Kim Herman KNHerman@drhorton.com Security Level: Email, Account Authentication (None)	Sent: 5/1/2024 2:01:12 PM Resent: 5/7/2024 9:50:15 AM Viewed: 5/7/2024 12:52:28 PM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 5/7/2024 12:52:28 PM ID: f8af7387-ed87-4d2e-940e-49432c3dfc1c	

Ajay Bagal  
ajay@cosipa.gov  
Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**In Person Signer Events**

Signature	Timestamp
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**Editor Delivery Events**

Status	Timestamp
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**Agent Delivery Events**

Status	Timestamp
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**Intermediary Delivery Events**

Status	Timestamp
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**Certified Delivery Events**

Status	Timestamp
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**Carbon Copy Events**

Status	Timestamp
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**Witness Events**

Signature	Timestamp
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**Notary Events**

Signature	Timestamp
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**Envelope Summary Events**

Status	Timestamps
Envelope Sent	Hashed/Encrypted 5/1/2024 2:01:12 PM

**Payment Events**

Status	Timestamps
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**Electronic Record and Signature Disclosure**

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Colorado Statewide Internet Portal Authority (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the "I agree" button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign "Withdraw Consent" form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact Colorado Statewide Internet Portal Authority:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: sipa@cosipa.gov

**To advise Colorado Statewide Internet Portal Authority of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at sipa@cosipa.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

**To request paper copies from Colorado Statewide Internet Portal Authority**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to sipa@cosipa.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Colorado Statewide Internet Portal Authority**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to sipa@cosipa.gov and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows2000 or WindowsXP
Browsers (for SENDERS):	Internet Explorer 6.0 or above
Browsers (for SIGNERS):	Internet Explorer 6.0, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to

other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the "I agree" button below.

By checking the "I Agree" box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Colorado Statewide Internet Portal Authority as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Colorado Statewide Internet Portal Authority during the course of my relationship with you.



# Government Entity Security Policy Agreement

The Service Provider has adopted the following *Online Account Security Agreement*, which outlines your responsibilities for securing and using an official username and password for access to secure online applications. Use of a Service Provider secure online application requires your acceptance of all the policy terms and conditions stated below:

- All persons requesting access to an application or service must complete necessary training.
- You must not share your account with other individuals for any reason. Your online account is to be used only by you for official business purposes. The sharing of passwords exposes the authorized user to responsibility for all actions taken with their login credentials. As an authorized user, you will not cause or permit any other person to access the application by use of your login credentials.
- **USERS FOUND SHARING THEIR ACCOUNT WITH ANOTHER INDIVIDUAL WILL HAVE THEIR ACCOUNT DEACTIVATED IMMEDIATELY.**
- If your login credentials are compromised, or if you believe a user other than yourself has accessed your account—you are responsible for immediately contacting your Entity Project Manager or the Service Provider at 303-534-3468.
- You are responsible for notifying your Entity Project Manager with requests for additional access, or if you no longer need access to the Service Provider secure digital solutions.
- Contact your Entity Project Manager with any questions regarding password changes.

<b>Organization Name:</b>	Ellston Park Metropolitan District
<b>Full Name:</b>	Kristina Kulick
<b>Title:</b>	Website Manager
<b>Entity Project Manager:</b>	Kim Herman
<b>Work Mailing Address:</b>	614 N Tejon St, Colorado Springs, CO 80903
<b>Work Telephone:</b>	719-447-1777
<b>Work Email:</b>	kristina.k@wsdistricts.co

Access is requested to the following digital solution(s). List all URLs related to digital solution:

Ellston Park Metropolitan District website

I have read the above and agree to abide by its provisions. I understand that violation of the provisions stated in the policy may cause suspension or revocation of online access and related privileges.

---

**Signature**

**Date**

I certify that the user is authorized to access the applications or site administrative interfaces listed on this document. I understand that I am responsible for notifying the Service Provider of any future changes or termination of user permissions.

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**Authorization Signature**

**Date**

**(Entity Project Manager or Authorized Agent must approve all users)**



# Service Provider Registration Agreement

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Version Date: 5/23/2023



## Entity Partner User Agreement

To register as an Entity Partner with the Service Provider, please read all the information below carefully. Complete and sign this agreement along with any additional forms required. Then return the completed agreement to the Service Provider via one of the following:

**Colorado Interactive, LLC (DBA Tyler Colorado)**

1999 Broadway, Suite 3100  
Denver, CO 80202

**Email:** partnersupport@www.colorado.gov

**Fax:** 303-534-3469

If you have any questions regarding the information contained within this agreement, please contact the Service Provider at 303-534-3468 ext.0 (800-970-3468) or [partnersupport@www.colorado.gov](mailto:partnersupport@www.colorado.gov).

- 1) All fields marked with an asterisk (\*) are required.
- 2) You will need a computer with access to the Internet and a web browser on the list of supported browsers found at <https://www.colorado.gov/supported-browsers>.
- 3) Customer Administrators are the administrator for the Entity Partner account. The Customer Administrator will be responsible for the creation, deletion, or modification of user accounts for the Entity Partner. If a password is lost or forgotten, the Customer Administrator will issue a new one. It is the responsibility of the Customer Administrator to deactivate terminated employee accounts.
- 4) Sign and return this agreement to the address or fax above. Upon receipt of the signed and completed agreement, the Service Provider will notify you of receipt of the agreement and provide usernames and passwords, if applicable.

By signing below, you acknowledge that any person who willfully and knowingly obtains, resells, transfers, or uses information in violation of law may be liable to any injured party for damages, reasonable attorney's fees and costs. Other civil and criminal laws may also apply.

Ellston Park Metropolitan District

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\*Entity Partner Name

Kim Herman

Board President

\*Print Customer Administrator Name

\*Title

719-447-1777

N/A

\*Customer Administrator Phone Number (including extension, if applicable)

\*Fax Number

Service Provider Registration Agreement

KNHerman@drhorton.com

\*Customer Administrator Email Address

614 N Tejon St

\*Entity Partner Mailing Address

Colorado Springs, CO 80903

\*Entity Partner City/ST/Zip

X

\*Customer Administrator Signature

\*Date

**For Internal Use Only**

CI Account Number: \_\_\_\_\_ Date: \_\_\_\_\_





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## MEMORANDUM

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**TO:** BOARD OF DIRECTORS  
**FROM:** DISTRICT MANAGER  
**SUBJECT:** WEBSITE ACCESSIBILITY MEMORANDUM  
**DATE:** MAY 16, 2024  
**CC:** LEGAL COUNSEL

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### **RULES ESTABLISHING TECHNOLOGY ACCESSIBILITY STANDARDS - 8 CCR 1501-11**

The Chief Information Officer (CIO) of the Office of Information Technology (OIT) establishes technology accessibility rules to ensure people with disabilities enjoy the same access as everyone else for participation in state and local government services, activities, and employment opportunities. The rules guide Colorado state and local government teams in complying with state laws.

The OIT recognizes that technology and accessibility standards are evolving and given the diverse needs of residents of our state, no single standard can guarantee universal access. Therefore, while making best efforts to make information technology accessible, the rules also acknowledge that reasonable accommodations or modifications are an important component of compliance. The rules apply to both public external-facing and internal-facing Information and Communication Technology (ICT) procured, developed, maintained, or used by state and local government entities.

A public entity may be considered in compliance with the technology accessibility rules if they:

1. Provide reasonable accommodations or modifications;
2. Have a published accessibility statement; and
3. Are able to provide evidence of making good faith progress on their plan to remove accessibility barriers.

### **WSDM/District Technology Accessibility Statement**

WSDM is committed to providing equitable access to our services to all Coloradans.

Our ongoing accessibility efforts work towards compliance with the Web Content Accessibility Guidelines (WCAG), version 2.1, level AA criteria. WCAG helps make technology accessible to users with sensory, cognitive, and mobility disabilities and ultimately improves access for all users, regardless of ability.

Our Team at WSDM is excited to implement these changes, making all services inclusive and accessible to our clients and municipalities throughout Colorado. We welcome suggestions regarding additional improvements to our technology's accessibility for users with disabilities and requests for accommodations to any WSDM services.

## **Feedback and Support**

We invite your feedback regarding the accessibility of WSDM’s services. Please let us know if you encounter any accessibility barriers. WSDM is committed to responding within one business day.

Phone: 719-447-1777

Email: [admin@wsdistricts.co](mailto:admin@wsdistricts.co)

Office Location: 614 N Tejon St, Colorado Springs, CO 80903

## **WSDM/District Accessibility Plan**

WSDM is committed to providing ubiquitous equitable access. Our ongoing accessibility effort aims to ensure all services, programs, and activities are accessible, providing equal access to information and services to all Coloradans.

WSDM has enacted a plan to prioritize, evaluate, remediate, and continuously improve every digital touchpoint within our services, programs, and activities. Below, you’ll find just some of the measures that WSDM has undertaken.

- Define an accessibility roadmap including timeline, goals, roles, responsibilities, and policies as needed for our organization.
- Develop and maintain an inventory of our current technology, which will be prioritized, validated through testing, and identified issues addressed. (Examples: Google Lighthouse to check all district websites and payment portals, and Word Accessibility check on all documents)
- Create and implement a plan for the provision of reasonable accommodation and modification until the technology can be made accessible.
- Provide contact information and support for receiving accessibility feedback and accommodation requests.
- Train current employees on providing accessible services and technology.
- Implement processes and procedures that are unique to your District.

**Accessibility Maturity:** WSDM has reached the following accessibility maturity level, as of the date of this memo, for 2024.

Status	Stage	Criteria
Completed	Launch	Recognized need organization-wide. Planning initiated and activities being organized.
In process	Integrate	Roadmap including timeline is in place, overall organizational approach defined and well organized.
Planned	Optimize	Incorporated into the whole organization, consistently evaluated, and actions taken on assessment outcomes.

## WSDM –Accessibility Policy

WSDM strives to provide the best service for our Board of Directors, property owners, and residents of the District, including ensuring equal access and usability of websites, services, and information. This WSDM Accessibility Policy (“Policy”) establishes the steps taken (past, present, and future) by WSDM on behalf of our client, the Ellston Park Metropolitan District (“District”), towards compliance with the rules set forth by the Office of Information Technology (OIT) and meeting the standards established by the Americans with Disabilities Act (ADA). This Policy will be reviewed annually and may be updated from time to time, as new technology and accessibility opportunities are identified.

1. WSDM has designated an internal staff member, Kristina Kulick, as the accessibility officer who will be the go-to contact for accessibility requests.
  - a. Community members may contact us by phone during regular business hours at (719) 447-1777, email us at [admin@wsdistricts.co](mailto:admin@wsdistricts.co), visit us in-person at 614 N Tejon Street, Colorado Springs, CO 80903, or submit a [form online here](#).
2. A dedicated accessibility website page has been created to house all accessibility-related content, including this policy and plan.
3. Closed Captions have been added to all video content on our websites.
4. All website attachments and the following disclaimer has been provided in association with any third-party attachments that we do not have the ability to remediate:

*“8 CCR 1501-11 provides an “undue burden” clause in Section 11.10, this attachment qualifies, as part being established prior to July 1, 2024. We can make these documents accessible upon request to the district Custodian of Record. To submit such a request, revisit Policy #4 above.”*
5. Components that are not yet compliant have been identified, and a remediation plan is in place to bring them into compliance.
6. A page-by-page scan of the District’s website will be run by WSDM monthly, ensuring compliance at the best cost option for the District. The resulting report will illustrate any accessibility concerns requiring remediation.
  - a. Action will be taken to remediate and fix any issues detected by the scan or reported by our community. Any remediation that does not cause an “undue burden” to the District will be addressed within a month of the scan or report being made.
7. Any remediation that is found to cause an “undue burden” to the District will be provided with a disclaimer as outlined in item 4 above and revisited for remediation as time and funding allows. An internal review of current technology and this Policy will be conducted on an annual basis and improvements identified to ensure adherence to (or exceeding) the level of accessibility established in WCAG 2.1 AA will be proposed to our Board of Directors for review and approval.



May 16, 2024

**VIA E-MAIL**

Board of Directors  
Ellston Park Metropolitan District  
c/o Cockrel Ela Glesne Greher & Ruhland, P.C.  
44 Cook Street, Ste. 620  
Denver, CO 80206

**PROPOSAL FOR DISTRICT ENGINEERING SERVICES**

The purpose of this letter is to define the scope of services The Connexion Group, LLC will provide to the Ellston Park Metropolitan District (the “District”). We appreciate the opportunity to submit this proposal for consideration by the District’s Board of Directors.

It is our understanding that the District will finance the construction of various public improvements for the benefit of its anticipated inhabitants and has the power to provide related operations & maintenance. The public improvements are for the Ellston Park Development (the “Project”). The District is approximately 29.4 acres and is located in the City of Colorado Springs, Colorado. The City of Colorado Springs approved the Project’s PUD development plan which lists the District for ownership and maintenance of certain tract areas and improvements. The District is currently unable to undertake the construction of the public improvements without the assistance of a developer. Melody Homes (the “Developer”) intends construct the Project for the benefit of the District and in turn the District will reimburse the Developer for certain public improvements to the extent they are able. The District may acquire certain improvements from the Developer once they are determined to be fit for their intended purpose. The requirements for the certification of costs and acquisition of improvements will be set forth in an agreement between the Developer and the District.

The District wishes to engage a third-party professional engineer licensed in the state of Colorado for the review of infrastructure costs paid for by the Developer to determine the total cost of public improvements in which the District can finance and aid in the conveyance of improvements build by the Developer to the District.

**PROPOSED SCOPE OF SERVICE**

***District Engineering and Oversight*** – The Connexion Group offers a wide variety of engineering services to its clients. To provide the highest level of service to the District and to help prevent possible delays in project completion, we proposed the District engage The Connexion Group for general representation related to the construction and reimbursement/allocation of public infrastructure. Unless specifically requested otherwise, the Connexion Group will provide a detailed Work Order to the Board outlining a specific scope of work and associated fee with the work to commence upon approval/ratification by the Board. If the Board requests work to

commence prior to formal Board approval, the Connexion Group will commence work upon receipt of written approval by a designated Board member with the understanding that the Work Order will be approved at the first Board meeting after written approval is issued. The District will notify The Connexion Group of the timing of such meeting. While The Connexion Group may perform any additional scope with verbal direction from any individual Board member or its consultants, we may request the scope to be directed in writing following any conversation regarding the matter.

**COMPENSATION SCHEDULE**

The Connexion Group proposes to perform the service proposed above on a Time and Materials basis. We will charge for our time and effort plus any additional costs assumed by The Connexion Group during the engagement period to perform the services properly. The Connexion Group records time in 15-minute increments at the rate we determine appropriate for the experience and capabilities required to complete our services.

Several variables will impact the total cost for the completion of our services. The Connexion Group will only charge for reasonable hours (based on the complexity, skill, time constraints imposed by the District, and results achieved) to complete the work. As we obtain a deeper understanding of complexity of the scope, and at the District’s request, The Connexion Group will provide task orders that include a lump sum amount to complete specific tasks. Any proposed amounts would be mutually agreed upon before undertaking such work.

Hourly rates are revised periodically to reflect the current cost for delivery of engineering services and the fees charged for services under this engagement may change without notice. The charge rate by position is as follows:

District Engineer	\$175.00/Hr.
Project Engineer	\$140.00/Hr.
Project Administrator	\$115.00/Hr.
Mileage Reimbursement	IRS Standard mileage rate + 10%
Subconsultant Services	Cost + 10%

**PAYMENT TERMS**

Invoices will show the total time recorded per charge rate. We reserve the right to bill the District upon direction from any individual board member or representative of the District, whether in writing or in person. At the District’s request, The Connexion Group invoices will include the remaining budget amount.

The Connexion Group invoices monthly or on any reasonable basis we may determine necessary. Except as set forth herein, the District agrees to make payment of all outstanding fees and costs within 60 days of receipt of an invoice or billing statement. We reserve the right to charge interest on overdue amounts at the rate of 1.5% per month from the date due until paid.



**MISCELLANEOUS**

District agrees to allow The Connexion Group to use images and names of the project for marketing purposes unless agreed otherwise. The District understands that the services provided require certain documents to provide an opinion report. The District agrees to make their best efforts to provide these documents in a timely manner.

Thank you for your consideration. We look forward to a positive working relationship.

Sincerely,

*Barrett Marrocco*

Barrett Marrocco, PE  
Principal