

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
REGULAR BOARD MEETING AGENDA

Board of Directors:

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

Date: **November 19, 2019 (Tuesday)**
Time: **6:30 p.m.**
Place: **West Metro Fire Station 15**
 6220 N. Roxborough Park Road
 Littleton, CO 80125
 Call in Information: Dial 844-286-0635 Code 391046547

1. CALL TO ORDER
2. DECLARATION OF QUORUM/DIRECTOR QUALIFICATIONS/DISCLOSURE MATTERS
3. APPROVE AGENDA
4. PUBLIC COMMENT and/or GUESTS
Members of the public may express their views to the Board on matters that affect the District. Comments will be limited to three (3) minutes. Please sign in.

CONSENT AGENDA (10 MINUTES)

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

- A. Consider Approval of the minutes of the November 4, 2019 Special Meeting (enclosed)
- B. Review and Accept the September 30, 2019 Financial Statements, November 13, 2019 Cash Position and Property Tax Schedule (enclosed)

DISCUSSION AGENDA

5. ACTION ITEMS
 - A. Review and Consider Approval of Current Claims, Approve Transfer of Funds, and Ratify Payment of Autopay Claims and Ratify Approval of Previous Claims

Roxborough Village Metropolitan District

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- (enclosed)
 - B. Update on Bailey Tree Planting and 2020 Plans – George Biedenstein
 - 1. Proposal for 2020 Tree Maintenance - \$83,165 (enclosed)
 - C. Conduct Public Hearing to Consider Adoption of 2020 Budget; Appropriate Sums of Money and Set Mill Levy; Consider Approval of Resolution No. 2019-11-01, Resolution to Adopt 2020 Budget, Resolution No. 2019-11-02 Resolution to Appropriate Sums of Money, and Resolution No. 2019-11-03 Resolution to Set Mill Levy (enclosed)
 - D. Review and Consider Approval of Resolution No. 2019-11-04, 2019 Audit Engagement Letter with Stratagem (enclosed)
 - E. Review 2020 Budget Process
 - 1. December 15, 2019 – Mill Levy Certified
 - F. Discuss Bill.com
6. MANAGER MATTERS (40 MINUTES)
- A. Discuss Master Plan Next Steps and Proposed December Meetings (enclosed)
 - B. Discuss Newsletter
 - C. Discuss Holiday Lights Installation Proposal (enclosed)
 - D. Update on Bathroom (enclosed)
 - E. Discuss Holiday Party
8. LANDSCAPE MAINTENANCE (10 MINUTES)
- A. Metco Landscape Report – Bill Barr (enclosed)
 - B. Review and Consider Approval of Proposals
 - 1. Rampart Range Road and Village Circle West Branch Cutting \$1,850 (enclosed)
 - C. Other
9. DIRECTOR ITEMS (5 MINUTES)
- A. Other
10. ENGINEERING MATTERS (15 MINUTES)
- A. Discuss Enhancement, Spillway and Trail Design
 - B. Update on Water Quality Analysis
 - C. Update on Irrigation Analysis
 - D. Embankment Stabilization/wetlands planting
11. LEGAL MATTERS (20 MINUTES)
- A. Review and Consider Approval of Resolution No. 2019-11-01, 2020 Annual Administrative Matters Resolution (enclosed)
 - B. Review and Consider Approval of Resolution No. 2019-11-05 Engagement Letter with Folkestad Fazekas Barrick & Patoile, P.C. for 2020 Legal Services (enclosed)
 - C. Review and Consider Approval of Resolution No. 2019-11-06, Approving

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Renewal of Foothills Intergovernmental Agreement for Roxborough Village Metropolitan District Resident Use of Foothills Recreation Amenities for 2020 (enclosed)

- D. Review and Consider Approval of Resolution No. 2019-11-07 Approving Renewal of Management Services with CliftonLarsonAllen LLP (enclosed)
- E. Review and Consider Approval of Resolution No. 2019-11-08 Approving Renewal of Accounting Services with CliftonLarsonAllen LLP (enclosed)
- F. Review and Consider Resolution No. 2019-11-09 Approving the 2020 Landscape Maintenance Services Agreement with Metco Landscape, LLC (agreement enclosed)
- G. Review and Consider Resolution No. 2019-11-10 Approving the 2020 Snow Removal Services Agreement with Metco Landscape, LLC (agreement enclosed)
- H. Review and consider Resolution No. 2019-11-11 Approving Service Agreement with Altitude Athletic Surfaces, LLC for Pickleball Lines Installation (enclosed)
- I. Discussion regarding Possible Fence Encroachment
- J. Update Regarding Final Water Due Diligence Filing and Executive Session Pursuant to C.R.S. Section 24-6-402(4)(B) and for the Purposes of Receiving Legal Advice on Specific Legal Questions, if requested
- K. Executive Session Pursuant to C.R.S. Section 24-6-402(4)(b) for Purposes of Receiving Legal Advice on a Specific Legal Question
- L. Other

12. OTHER BUSINESS (5 MINUTES)

- A. Confirm Quorum for December 17, 2019 Regular Meeting (if necessary)

13. ADJOURNMENT

SCHEDULED BOARD MEETINGS 6:30 P.M.

West Metro Fire Station 15
6220 N. Roxborough Park Road
Littleton, CO 80125
Roxborough Library
8357 N. Rampart Range Road, #200
Littleton, CO 80125

2019 Meeting Calendar

January						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
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27	28	29	30	31		

February						
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March						
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31						

April						
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May						
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June						
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July						
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August						
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September						
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October						
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November						
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December						
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29	30	31				

RECORD OF PROCEEDINGS

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

HELD

Monday, November 4, 2019

A special meeting of the Board of Directors of the Roxborough Village Metropolitan District (referred to hereafter as the "Board") was convened on Monday, November 4, 2019 at 6:00 p.m., at St. Gregory Episcopal Church, 6653 W. Chatfield Avenue, Littleton, CO 80128. The meeting was open to the public.

ATTENDANCE

In Attendance were Directors:

Calvin Brown
Steve Sherman
Ron Bendall
Edward Wagner
Debra Prysby

Also in Attendance were:

Katie James, Esq.; Folkestad Fazekas Barrick & Patoile, P.C.
Scott Barnett; Mulhern MRE
Todd Wenskoski, Livable Cities Studios
Anna Jones, Jerel Sangster and Andrew Williams;
CliftonLarsonAllen LLP

**CALL TO ORDER AND
APPROVE
AGENDA**

The meeting was called to order at 6:07 p.m. by Director Brown. Upon a motion duly made by Director Prysby, seconded by Director Wagner, and upon vote unanimously carried, the Board approved the agenda as submitted.

**DECLARATION OF
QUORUM**

A quorum was confirmed.

**PUBLIC
COMMENT**

Bob Clinard reported that a lawn mower peeled back the steel edging at his home Ms. Jones will contact Metco regarding this issue. .

CONSENT AGENDA

- A. Consider Approval of the minutes of the September 17, 2019 Regular Meeting and October 9, 2019 Special Meeting

RECORD OF PROCEEDINGS

- B. Review and Accept October 23, 2019 Cash Position and Property Tax Schedule

Director Sherman requested that Ed Yeats' comments be incorporated into the September meeting minutes.

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

DISCUSSION AGENDA

ACTION ITEMS

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

Ms. Jones reviewed the claims with the Board, noting that the Roxborough Water and Sanitation District bill for the month of September was high due to repair work, climate and other factors. The cost is consistent with previous years.

Director Sherman noted a water leak at the entrance of Chatfield Farms West.

Ms. Jones introduced Andrew Williams, and announced that Patrick Shannon will be relocating to Massachusetts.

- B. 2020 Budget Work Session

Ms. Soendker reviewed the General, Debt and Capital funds with the Board.

Ms. Jones recommended \$15,000 for communication and website for website maintenance and quarterly newsletters. She also recommended \$35,000 for community events including Fall Festival, Farmer's Market and Fun Run.

Discussion regarding budget allocation for tree maintenance, herbicide spraying, etc. The Board questioned the doubling of snow removal costs in the 2020 budget estimate.

Director Sherman asked CLA staff to prepare an annual asset management/operations/maintenance plan.

RECORD OF PROCEEDINGS

Director Bendall asked why the skate park maintenance from Team Pain was not captured in the 2019 actual. He also asked why the pond maintenance numbers were not captured in the budget. He noted pond options of an aerator, monitor as well as incorporating a water quality master plan.

Ms. Jones noted that beginning in 2020, CLA will initiate a 5% technology fee for a firm-wide security upgrades. The Board agreed to the fee.

Director Brown asked whether the \$65,000 allocated for the election is adequate. Ms. James noted that it is not likely that there will be an election in 2020. The budget allocation includes a potential board member election in 2020 and preparing for a TABOR election in 2021.

Discussion ensued regarding the Debt Service Fund and whether lowering the mill levy in 2020 makes sense given the 2021 pay-off timeline. After discussion, the Board agreed to reduce the mill levy in 2020. Mr. Barnett recommended budgeting \$150,000 for the spillway and embankment upgrades.

The Board agreed to budget \$100,000 for a feasibility study for a pool and/or rec center per the Master Plan feedback.

- C. Review 2020 Budget Process
 - 1. November 19, 2019 Board Meeting – Public Hearing to Review and Approve 2020 Budget
 - 2. December 15, 2019 – Mill Levy Certified

Ms. Jones reviewed with the Board.

- D. Discuss Bill.com

This item was deferred.

- E. Other – None.

MANAGER MATTERS

- A. Discuss and Consider Approval of Proposal from Turf Pro Solutions for Installati0n of Holiday Lights

This was deferred to the November 19th meeting.

- B. Other

RECORD OF PROCEEDINGS

Todd Wenskoski discussed the 3rd Community Event, noting he will distribute a draft preferred concept and recommendations prior to the December meeting. Director Sherman requested incorporating a table of contents.

Mr. Wenskoski noted three major items:

- 1. Wrapping up the Master Plan
 - a. Overall recommendations
- 2. Community center/pool general recommendations – and recommends a feasibility study be conducted in 2020. Early Implementation
 - a. Community Center feasibility study
 - b. Continued implementation: upper and lower ponds, trails and connectivity, continued programing
- 3. Election and Bond Preparation
 - a. Need a working document for Board to use as it begins to implement the master plan. Director Sherman suggested a cost analysis for projects.

OTHER BUSINESS

- A. Confirm Quorum for November 19, Regular Meeting/Budget Hearing (West Metro fire Station 15)

A quorum was confirmed.

ADJOURNMENT

Upon a motion duly made by Director Brown, seconded by Director Wagner, and upon vote unanimously carried, the Board adjourned the meeting at 8:35 p.m.

Respectfully submitted,

By: _____
Calvin Brown, President

Attest:

By: Ronald Bendall, Secretary

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
FINANCIAL STATEMENTS
SEPTEMBER 30, 2019

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
BALANCE SHEET - GOVERNMENTAL FUNDS
SEPTEMBER 30, 2019

10

	General	Debt Service	Capital Projects	Total
ASSETS				
Checking - FirstBank	\$ 50,515	\$ -	\$ -	\$ 50,515
Colotrust	874,417	2,584,008	1,556,709	5,015,134
Bond Fund 1993 A&B	-	1,558,330	-	1,558,330
Receivable from County Treasurer	29,473	5,270	-	34,743
TOTAL ASSETS	\$ 954,405	\$ 4,147,608	\$ 1,556,709	\$ 6,658,722
LIABILITIES AND FUND BALANCES				
CURRENT LIABILITIES				
Accounts payable	\$ 85,028	\$ 300	\$ 12,947	\$ 98,275
Total Liabilities	85,028	300	12,947	98,275
FUND BALANCES				
Total Fund Balances	869,377	4,147,308	1,543,762	6,560,447
TOTAL LIABILITIES AND FUND BALANCES	\$ 954,405	\$ 4,147,608	\$ 1,556,709	\$ 6,658,722

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances – governmental funds have been omitted.

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE NINE MONTHS ENDED SEPTEMBER 30, 2019

11

GENERAL FUND

	Annual Budget	Year to Date Actual	Variance
REVENUES			
Interest income	\$ 6,000	\$ 22,922	\$ 16,922
Miscellaneous income	2,000	2,445	445
Other revenue	-	200	200
Property taxes	842,190	838,500	(3,690)
Specific ownership tax	321,122	235,469	(85,653)
Sports field fees	11,000	-	(11,000)
TOTAL REVENUES	1,182,312	1,099,536	(82,776)
EXPENDITURES			
Accounting	45,000	28,445	16,555
Algae control	5,400	-	5,400
Auditing	5,000	4,950	50
Communications/website	600	228	372
Community events	-	14,625	(14,625)
Contingency	30,000	-	30,000
County Treasurer's fee	12,633	12,586	47
Directors' fees	8,000	6,000	2,000
District management	110,000	91,760	18,240
Dues and licenses	1,200	1,169	31
Engineering	40,000	22,834	17,166
Foothills Park and Recreation fees	17,500	15,507	1,993
Graffiti removal/ vandalism	10,000	1,220	8,780
Insurance and bonds	10,000	10,143	(143)
Landscape contract	160,000	119,880	40,120
Landscape improvement	67,500	13,616	53,884
Landscape irrigation maintenance	95,000	7,147	87,853
Landscape maintenance & supplies	-	23,738	(23,738)
Landscape weed control	35,000	21,979	13,021
Legal services	70,000	40,035	29,965
Miscellaneous	4,000	3,758	242
Mosquito control	16,000	14,000	2,000
Newsletter and postage	-	2,179	(2,179)
Nonpotable water purchase usage	75,000	44,247	30,753
Open space maintenance / fire mitigation	25,000	-	25,000
Payroll taxes	612	459	153
Playground repairs and maintenance	30,000	350	29,650
Portable restrooms	3,000	2,200	800
Repairs and maintenance	60,000	10,147	49,853
Seasonal lights	13,000	-	13,000
Skate Park maintenance	15,000	40,088	(25,088)
Snow removal	30,000	27,548	2,452
Tree maintenance	75,000	84,545	(9,545)
Utilities	18,000	8,190	9,810
TOTAL EXPENDITURES	1,087,445	673,573	413,872
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	94,867	425,963	331,096
OTHER FINANCING SOURCES (USES)			
Transfers to other funds	(100,000)	-	100,000
TOTAL OTHER FINANCING SOURCES (USES)	(100,000)	-	100,000
NET CHANGE IN FUND BALANCES	(5,133)	425,963	431,096
FUND BALANCES - BEGINNING	411,505	443,415	31,910
FUND BALANCES - ENDING	\$ 406,372	\$ 869,378	\$ 463,006

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances – governmental funds have been omitted.

SUPPLEMENTARY INFORMATION

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE NINE MONTHS ENDED SEPTEMBER 30, 2019

DEBT SERVICE FUND

	Annual Budget	Year to Date Actual	Variance
REVENUES			
Property taxes	\$ 2,369,030	\$ 2,358,651	\$ (10,379)
Interest income	50,000	72,653	22,653
TOTAL REVENUES	<u>2,419,030</u>	<u>2,431,304</u>	<u>12,274</u>
EXPENDITURES			
County Treasurer's fee	35,535	35,404	131
Paying agent fees	2,700	2,700	-
Bond interest - Series 1993	224,290	112,638	111,652
Bond interest - Series 2014	64,453	32,226	32,227
Bond principal - Series 2014	845,000	-	845,000
Bond principal - Series 1993	825,000	-	825,000
Contingency	5,000	-	5,000
TOTAL EXPENDITURES	<u>2,001,978</u>	<u>182,968</u>	<u>1,819,010</u>
NET CHANGE IN FUND BALANCES	417,052	2,248,336	1,831,284
FUND BALANCES - BEGINNING	<u>1,880,143</u>	<u>1,898,973</u>	<u>18,830</u>
FUND BALANCES - ENDING	<u>\$ 2,297,195</u>	<u>\$ 4,147,309</u>	<u>\$ 1,850,114</u>

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ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE NINE MONTHS ENDED SEPTEMBER 30, 2019

CAPITAL PROJECTS FUND

	Annual Budget	Year to Date Actual	Variance
REVENUES			
Interest income	\$ 500	\$ -	\$ (500)
Lottery proceeds	34,000	31,923	(2,077)
Miscellaneous income	1,000	-	(1,000)
TOTAL REVENUES	35,500	31,923	(3,577)
EXPENDITURES			
Accounting	3,000	-	3,000
Baseball field improvements	10,000	7,018	2,982
Contingency	100,000	-	100,000
District management	15,000	31,895	(16,895)
Engineering	10,000	-	10,000
Irrigation upgrades/replacement	200,000	-	200,000
Legal services	5,000	-	5,000
Master plan	150,000	72,891	77,109
Open space maintenance / fire mitigation	15,000	-	15,000
Parking lot improvements	-	5,183	(5,183)
Trails/bike path	15,000	-	15,000
Water rights enhancements	30,000	7,600	22,400
TOTAL EXPENDITURES	553,000	124,587	428,413
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(517,500)	(92,664)	424,836
OTHER FINANCING SOURCES (USES)			
Transfers from other funds	100,000	-	(100,000)
TOTAL OTHER FINANCING SOURCES (USES)	100,000	-	(100,000)
NET CHANGE IN FUND BALANCES	(417,500)	(92,664)	324,836
FUND BALANCES - BEGINNING	1,495,531	1,636,426	140,895
FUND BALANCES - ENDING	\$ 1,078,031	\$ 1,543,762	\$ 465,731

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ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
SCHEDULE OF REVENUES AND EXPENDITURES
FOR THE NINE MONTHS ENDED SEPTEMBER 30, 2019

CHATFIELD FARMS

	Annual Budget	Year to Date Actual	Variance
REVENUES			
Property taxes	\$ 242,102	\$ 249,454	\$ 7,352
TOTAL REVENUES	242,102	249,454	7,352
EXPENDITURES			
Accounting	8,000	5,336	2,664
Algae control	750	-	750
Auditing	800	747	53
Communications/website	80	34	46
Community events	-	2,208	(2,208)
County Treasurer's fee	3,632	3,744	(112)
Directors' fees	1,068	906	162
District management	14,000	13,856	144
Dues and licenses	180	177	3
Engineering	5,000	2,891	2,109
Graffiti removal/ vandalism	3,000	184	2,816
Insurance and bonds	1,500	1,532	(32)
Landscape contract	39,000	29,250	9,750
Landscape improvement	10,000	535	9,465
Landscape irrigation maintenance	15,000	1,080	13,920
Landscape weed control	12,000	7,300	4,700
Legal services	18,000	6,045	11,955
Miscellaneous	500	329	171
Mosquito control	2,400	2,114	286
Newsletter and postage	-	329	(329)
Nonpotable water purchase usage	8,900	6,764	2,136
Portable restrooms	1,000	992	8
Repairs and maintenance	15,000	1,532	13,468
Snow removal	4,500	4,160	340
TOTAL EXPENDITURES	164,310	92,045	72,265
NET CHANGE IN FUND BALANCES	77,792	157,409	79,617
FUND BALANCES - BEGINNING	454,849	533,035	78,186
FUND BALANCES - ENDING	\$ 532,641	690,444	\$ 157,803
INTEREST ON SHORTFALL		886	
CAPITAL RESERVE CONTRIBUTION			
Annual Contribution - Prior Years		(361,490)	
Annual Contribution - Current Year		(30,114)	
		\$ 299,726	

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances – governmental funds have been omitted.

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
2019 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Services Provided

The District, a quasi-municipal corporation and a political subdivision of the State of Colorado, was organized on July 10, 1985, and is governed pursuant to provisions of the Colorado Special District Act (Title 32, Article 1, Colorado Revised Statutes). The District's operates under a Service Plan approved by Douglas County on July 24, 1985. The District's service area is located in Douglas County, Colorado. The District was established to provide irrigation, drainage and storm facilities, street improvements, park and recreational facilities.

On September 3, 1985, the District's voters authorized total indebtedness of \$12,000,000 for the above listed facilities and powers. The authorization provided that the bonds would be subject to a maximum net interest rate of 15% per annum. At a special election on December 30, 1992, the District's voters authorized an additional \$14,000,000. The authorization provided that the bonds would be subject to a minimum mill levy for property taxes which increases from 16.0 mills in 1993 to 39.5 mills in 2005 through 2042 adjusted for changes in the State mandated assessment procedures and the levy must be sufficient to generate a minimum revenue as stated in the ballot question. On November 2, 2004, the District's voters authorized additional indebtedness in an amount not to exceed \$10,500,000 at an interest rate not to exceed 7% per annum. At December 31, 2017 the District had authorized but unissued indebtedness of \$475,000 for the purpose of debt refunding.

The budget is in accordance with the TABOR Amendment limitations, which were modified by the voters in an election held on November 6, 2001. District voters approved authorization for the District to retain and spend District revenues, from any lawful source, in excess of the spending, revenue raising, or other limitations in Article X, Section 20 of the Colorado constitution. Emergency reserves, required under TABOR have been provided.

The District has no employees and all administrative functions are contracted.

The District prepares its budget on the modified accrual basis of accounting in accordance with the requirements of C.R.S. 29-1-105 using its best estimates as of the date of the budget hearing. These estimates are based on expected conditions and its expected course of actions. The assumptions disclosed herein are those that the District believes are significant to the budget. There will usually be differences between the budget and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material.

Revenues

Property Taxes

Property taxes are levied by the District's Board of Directors. The levy is based on assessed valuations determined by the County Assessor generally as of January 1 of each year. The levy is normally set by December 15 by certification to the County Commissioners to put the tax lien on the individual properties as of January 1 of the following year. The County Treasurer collects the determined taxes during the ensuing calendar year. The taxes are payable by April or, if in equal installments, at the taxpayer's election, in February and June. Delinquent taxpayers are notified in August and generally sales of the tax liens on delinquent properties are held in November or December. The County Treasurer remits the taxes collected monthly to the District.

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
2019 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Revenues - (continued)

The District's maximum Required Mill Levy for the Series 1993 Bonds is 73.109 mills, adjusted for changes in the ratio of actual value to assessed value of property within the District. Required Mill Levy means an ad valorem mill levy imposed upon all taxable property of the District each year in an amount sufficient to pay the principal, premium if any, and interest on the Bonds as the same become due and payable.

The calculation of taxes levied is displayed on the Property Tax Summary Information page of the budget using the adopted mill levy imposed by District.

Specific Ownership Taxes

Specific ownership taxes are set by the State and collected by the County Treasurer, primarily on vehicle licensing within the County as a whole. The specific ownership taxes are allocated by the County Treasurer to all taxing entities within the County. The budget assumes that the District's share will be equal to approximately 10% of the property taxes collected by both the General Fund and the Debt Service Fund.

Net Investment Income

Interest earned on the District's available funds has been estimated based on historical interest earnings.

Expenditures

Administrative and Operating Expenditures

Administrative and operating expenditures include the estimated services necessary to maintain the District's administrative viability such as management, legal, accounting, insurance, banking, meeting expense, repairs and maintenance and other operating expenses. Such expenses have been assumed to be at approximately the same levels as the prior year since no significant changes are anticipated in the level or scope of service.

Debt Service

Principal and interest payments in 2019 are provided based on the debt amortization schedule from the Series 1993 Bonds and Series 2014 Bonds (discussed under Debt and Leases).

Capital Projects

Anticipated expenditures for capital outlay are detailed on the Capital Project Fund page of the Budget.

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
2019 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Debt and Leases

Series 1993 Bonds

The bonds are payable only from the revenue from the voter approved mill levy (December 1991 election) to generate a “guaranteed revenue” deposited directly to the Trustee and restricted for Series A and B, including interest earned on the cash deposited. The requirement for a replenishable reserve of \$50,000 ended in 2003. Any unpaid interest compounds semi-annually.

1993 Series B Principal Only

\$6,247,629 of principal bears interest at 10.41%, payable semiannually, and matures December 31, 2021. The Series B Principal Only Bonds are subject to mandatory redemption in increasing amounts in 2000 through 2021. The bonds are not callable at the option of the District.

Series 2014 Bonds

\$6,390,000 General Obligation Refunding Bonds, Series 2014, dated October 24, 2014, with interest of 2.03%. The Bonds are payable semiannually and mature December 1, 2021, and are subject to mandatory redemption at increasing amounts beginning in 2014 through 2021 in increasing amounts. The Bonds are not subject to redemption prior to maturity.

Reserves

Emergency Reserves

The District has provided for an Emergency Reserve fund equal to at least 3% of fiscal year spending, as defined under TABOR.

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
SCHEDULE OF DEBT SERVICE REQUIREMENTS TO MATURITY**

Year	1993 Series B (Note A) Principal Only Bonds Interest Rate 10.41% Principal Paid December 31 Interest Paid June 30 and December 31		2014 Series - \$6,390,000 General Obligation Refunding Bonds October 24, 2014 Interest Rate 2.03% Interest Paid June 1 and December 1		Total		
	Principal	Interest	Principal	Interest	Principal	Interest	Total
2019	\$ 825,000	\$ 224,290	\$ 845,000	\$ 64,453	\$ 1,670,000	\$ 288,743	\$ 1,958,743
2020	900,000	138,407	875,000	47,299	1,775,000	185,706	1,960,706
2021	429,560	44,717	1,455,000	29,537	1,884,560	74,254	1,958,814
	<u>\$ 2,154,560</u>	<u>\$ 407,414</u>	<u>\$ 3,175,000</u>	<u>\$ 141,289</u>	<u>\$ 5,329,560</u>	<u>\$ 548,703</u>	<u>\$ 5,878,263</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances – governmental funds have been omitted.

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
Schedule of Cash Position
September 30, 2019
Updated as of November 13, 2019

	General Fund	Debt Service Fund	Capital Projects Fund	Total
FirstBank - Checking Account				
Balance as of 9/30/19	\$ 50,517.96	\$ -	\$ -	\$ 50,517.96
Subsequent activities:				
10/02/19 - Checks #1319	(351.00)	-	-	(351.00)
10/02/19 - Checks #1319	(351.00)	-	-	(351.00)
10/18/19 - Checks #1320	(648.88)	-	-	(648.88)
10/18/19 - Transfer from Colostrust	97,053.37	-	12,946.63	110,000.00
10/29/19 - Checks #1321-1336	(72,178.08)	-	(12,946.63)	(85,124.71)
Oct ACH - IREA payments	(1,601.25)	-	-	(1,601.25)
Oct ACH - Roxborough Water	(22,928.59)	-	-	(22,928.59)
<i>Anticipated payables - Nov</i>	(53,201.31)	(300.00)	(14,588.46)	(68,089.77)
<i>Anticipated ADP payroll/taxes - Nov</i>	(538.25)	-	-	(538.25)
<i>Anticipated Roxborough Water payment - Nov</i>	(2,269.57)	-	-	(2,269.57)
<i>Anticipated transfer from Colostrust - Nov</i>	57,111.54	300.00	14,588.46	72,000.00
<i>Anticipated Balance</i>	<u>50,614.94</u>	<u>-</u>	<u>-</u>	<u>50,614.94</u>
Colostrust - Plus				
Balance as of 9/30/19	874,417.44	2,584,007.83	1,556,709.31	5,015,134.58
Subsequent activities:				
10/10/19 - Property/SO Taxes	29,472.53	5,270.06	-	34,742.59
10/18/19 - Transfer to FirstBank	(97,053.37)	-	(12,946.63)	(110,000.00)
10/31/19 - Interest Income	2,629.88	6,136.37	-	8,766.25
11/10/19 - Property/SO Taxes	29,472.53	5,270.06	-	34,742.59
<i>Anticipated transfer to checking</i>	(57,111.54)	(300.00)	(14,588.46)	(72,000.00)
<i>Anticipated D/S Interest Payment - Series 2014</i>	-	(877,226.25)	-	(877,226.25)
<i>Anticipated Balance</i>	<u>781,827.47</u>	<u>1,723,158.07</u>	<u>1,529,174.22</u>	<u>4,034,159.76</u>
UMB - 1993 A & B Bond Fund				
Balance as of 9/30/19	-	1,558,329.68	-	1,558,329.68
Subsequent activities:				
10/31/19 - Interest Income	-	1,853.99	-	1,853.99
<i>Anticipated D/S Interest Payment - Series 1993</i>	-	(937,638.43)	-	(937,638.43)
<i>Anticipated Balance</i>	<u>-</u>	<u>622,545.24</u>	<u>-</u>	<u>622,545.24</u>
<i>Anticipated Balances</i>	<u>\$ 832,442.41</u>	<u>\$ 2,345,703.31</u>	<u>\$ 1,529,174.22</u>	<u>\$ 4,707,319.94</u>

Yield information (as of 10/31/19):

First Bank - 0.0%

Colostrust Plus - 2.07%

**ROXBOROUGH VILLAGE METRO DISTRICT
Property Taxes Reconciliation
2019**

	Current Year							Prior Year			
	Property Taxes	Delinquent Taxes, Rebates and Abatements	Specific Ownership Taxes	Interest	Treasurer's Fees	Net Amount Received	% of Total Property Taxes Received		Total Cash Received	% of Total Property Taxes Received	
							Monthly	Y-T-D		Monthly	Y-T-D
January	\$ 48,332.27	\$ -	\$ 25,063.17	\$ -	\$ (724.97)	\$ 72,670.47	1.51%	1.51%	\$ 107,497.35	2.53%	2.53%
February	1,448,704.86	-	24,350.33	-	(21,730.57)	1,451,324.62	45.11%	46.62%	1,366,897.70	42.52%	45.05%
March	50,188.47	-	20,873.86	16.62	(753.11)	70,325.84	1.56%	48.18%	138,944.83	3.52%	48.57%
April	197,959.47	-	27,623.11	16.26	(2,969.63)	222,629.21	6.16%	54.35%	242,363.71	6.87%	55.44%
May	271,397.00	-	25,759.45	53.32	(4,071.75)	293,138.02	8.45%	62.80%	319,919.86	9.23%	64.67%
June	1,143,023.98	-	23,938.45	264.41	(17,149.32)	1,150,077.52	35.59%	98.39%	1,092,289.73	33.79%	98.46%
July	23,029.82	-	32,568.95	636.41	(354.99)	55,880.19	0.72%	99.11%	60,808.27	0.96%	99.42%
August	8,407.66	-	27,393.93	397.06	(132.06)	36,066.59	0.26%	99.37%	40,946.33	0.35%	99.78%
September	6,107.15	-	27,898.17	841.48	(104.21)	34,742.59	0.19%	99.56%	31,451.65	0.05%	99.83%
October	-	-	-	-	-	-	0.00%	99.56%	18,662.53	-0.26%	99.57%
November	-	-	-	-	-	-	0.00%	99.56%	26,396.63	-0.06%	99.51%
December	-	-	-	-	-	-	0.00%	99.56%	32,171.88	0.00%	99.51%
	\$ 3,197,150.68	\$ -	\$ 235,469.42	\$ 2,225.56	\$ (47,990.61)	\$ 3,386,855.05	99.56%	99.56%	\$ 3,478,350.47	99.51%	99.51%

Taxes Levied	% of Levied	Property Taxes Collected	% Collected to Amount Levied
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Chatfield Farms

Property Tax

General Fund	\$ 842,190	26.23%	\$ 838,500.11	99.56%
Debt Service Fund	2,369,030	73.77%	2,358,650.57	99.56%
	\$ 3,211,220	100.00%	\$ 3,197,150.68	99.56%

\$ 242,102.00
-
\$ 242,102.00

Specific Ownership Tax

General Fund	\$ 321,122	100.00%	\$ 235,469.42	73.33%
Debt Service Fund	-	0.00%	-	0.00%
	\$ 321,122	100.00%	\$ 235,469.42	73.33%

Treasurer's Fees

General Fund	\$ 12,633	26.23%	\$ 12,586.25	99.63%
Debt Service Fund	35,535	73.77%	35,404.36	99.63%
	\$ 48,168	100.00%	\$ 47,990.61	99.63%

\$ 3,744.39
-
\$ 3,744.39

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Roxborough Village Metropolitan District
Cash Requirement Report - Detailed

22

All Dates

GL Account	Description	Gross Open Amount	Discount Available	Net Open Amount	Cash Required
ALTITUDE Altitude Athletic Surfaces					
Reference:	1005	Date:	11/07/19	Discount exp date:	
GL AP account:	302500	Due date:	11/07/19	Payment term:	
307615	Baseball field improvements - Altitude Athletic Surfaces	<u>600.00</u>			
	Totals	600.00	0.00	600.00	600.00
	Totals for Altitude Athletic Surfaces	<u><u>600.00</u></u>	<u><u>0.00</u></u>	<u><u>600.00</u></u>	<u><u>600.00</u></u>
CLA CliftonLarsonAllen, LLP					
Reference:	2303692	Date:	10/31/19	Discount exp date:	
GL AP account:	102500	Due date:	10/31/19	Payment term:	
107000	Accounting - CliftonLarsonAllen, LLP	<u>4,521.23</u>			
	Totals	4,521.23	0.00	4,521.23	4,521.23
Reference:	2303690	Date:	10/31/19	Discount exp date:	
GL AP account:	302500	Due date:	10/31/19	Payment term:	
307440	District management - CliftonLarsonAllen, LLP	<u>5,964.72</u>			
	Totals	5,964.72	0.00	5,964.72	5,964.72
Reference:	2303690	Date:	10/31/19	Discount exp date:	
GL AP account:	102500	Due date:	10/31/19	Payment term:	
107440	District management - CliftonLarsonAllen, LLP	<u>10,153.00</u>			
	Totals	10,153.00	0.00	10,153.00	10,153.00
	Totals for CliftonLarsonAllen, LLP	<u><u>20,638.95</u></u>	<u><u>0.00</u></u>	<u><u>20,638.95</u></u>	<u><u>20,638.95</u></u>
COSPE CO Special Districts Prop & Liab					
Reference:	POL-0000268	Date:	10/30/19	Discount exp date:	
GL AP account:	102500	Due date:	10/30/19	Payment term:	
101255	Prepaid insurance - CO Special Districts Prop & Liab	<u>400.00</u>			
	Totals	400.00	0.00	400.00	400.00
	Totals for CO Special Districts Prop & Liab	<u><u>400.00</u></u>	<u><u>0.00</u></u>	<u><u>400.00</u></u>	<u><u>400.00</u></u>
FOLKESTAD Folkestad Fazekas Barrick & Patoile					
Reference:	307551	Date:	09/30/19	Discount exp date:	
GL AP account:	102500	Due date:	09/30/19	Payment term:	
107460	Legal services - Folkestad Fazekas Barrick & Patoile	<u>5,043.00</u>			
	Totals	5,043.00	0.00	5,043.00	5,043.00
Reference:	31098	Date:	10/31/19	Discount exp date:	
GL AP account:	102500	Due date:	10/31/19	Payment term:	
107460	Legal services - Folkestad Fazekas Barrick & Patoile	<u>5,553.50</u>			
	Totals	5,553.50	0.00	5,553.50	5,553.50
	Totals for Folkestad Fazekas Barrick & Patoile	<u><u>10,596.50</u></u>	<u><u>0.00</u></u>	<u><u>10,596.50</u></u>	<u><u>10,596.50</u></u>
FOOTHILLS Foothills Park & Recreation District					
Reference:	SALES00000033023	Date:	09/30/19	Discount exp date:	
GL AP account:	102500	Due date:	09/30/19	Payment term:	

Roxborough Village Metropolitan District
Cash Requirement Report - Detailed

23

All Dates

GL Account	Description	Gross Open Amount	Discount Available	Net Open Amount	Cash Required
107600	Foothills Park and Recreation fees - Foothills Park & Recreation District	<u>1,172.35</u>			
	Totals	1,172.35	0.00	1,172.35	1,172.35
Reference:	SALES00000033044	Date:	10/31/19	Discount exp date:	
GL AP account:	102500	Due date:	10/31/19	Payment term:	
107600	Foothills Park and Recreation fees - Foothills Park & Recreation District	<u>1,761.08</u>			
	Totals	1,761.08	0.00	1,761.08	1,761.08
Totals for Foothills Park & Recreation District		<u>2,933.43</u>	<u>0.00</u>	<u>2,933.43</u>	<u>2,933.43</u>
LIGHTINGMOB	Lighting Mobile, Inc.				
Reference:	1727	Date:	10/25/19	Discount exp date:	
GL AP account:	102500	Due date:	10/25/19	Payment term:	
107801	Graffiti removal/ vandalism - Lighting Mobile, Inc.	<u>330.00</u>			
	Totals	330.00	0.00	330.00	330.00
Totals for Lighting Mobile, Inc.		<u>330.00</u>	<u>0.00</u>	<u>330.00</u>	<u>330.00</u>
LIVABLECITI	Livable Cities Studio, Inc.				
Reference:	1269	Date:	10/15/19	Discount exp date:	
GL AP account:	302500	Due date:	10/15/19	Payment term:	
307862	Master plan - Livable Cities Studio, Inc.	<u>8,023.74</u>			
	Totals	8,023.74	0.00	8,023.74	8,023.74
Totals for Livable Cities Studio, Inc.		<u>8,023.74</u>	<u>0.00</u>	<u>8,023.74</u>	<u>8,023.74</u>
METCO	METCO LANDSCAPE, INC.				
Reference:	534980	Date:	10/03/19	Discount exp date:	
GL AP account:	102500	Due date:	10/03/19	Payment term:	
107597	Tree maintenance - METCO LANDSCAPE, INC.	<u>4,500.00</u>			
	Totals	4,500.00	0.00	4,500.00	4,500.00
Reference:	535391	Date:	10/24/19	Discount exp date:	
GL AP account:	102500	Due date:	10/24/19	Payment term:	
107596	Snow removal - METCO LANDSCAPE, INC.	<u>480.00</u>			
	Totals	480.00	0.00	480.00	480.00
Reference:	SM178195	Date:	11/30/19	Discount exp date:	
GL AP account:	102500	Due date:	11/30/19	Payment term:	
107595	Landscape contract - METCO LANDSCAPE, INC.	<u>13,320.00</u>			
	Totals	13,320.00	0.00	13,320.00	13,320.00
Totals for METCO LANDSCAPE, INC.		<u>18,300.00</u>	<u>0.00</u>	<u>18,300.00</u>	<u>18,300.00</u>
MFISH	Mfish Graphics				
Reference:	1132	Date:	10/09/19	Discount exp date:	
GL AP account:	102500	Due date:	10/09/19	Payment term:	
107480	Miscellaneous - Mfish Graphics	<u>150.00</u>			
	Totals	150.00	0.00	150.00	150.00
Totals for Mfish Graphics		<u>150.00</u>	<u>0.00</u>	<u>150.00</u>	<u>150.00</u>

Roxborough Village Metropolitan District
Cash Requirement Report - Detailed

All Dates

GL Account	Description	Gross Open Amount	Discount Available	Net Open Amount	Cash Required
MULHERN Mulhern MRE Inc.					
Reference:	MMRE6158	Date:	09/01/19	Discount exp date:	
GL AP account:	102500	Due date:	09/01/19	Payment term:	
107584	Engineering - Mulhern MRE Inc.	<u>3,360.70</u>			
	Totals	3,360.70	0.00	3,360.70	3,360.70
Reference:	MMRE6159	Date:	09/01/19	Discount exp date:	
GL AP account:	102500	Due date:	09/01/19	Payment term:	
107584	Engineering - Mulhern MRE Inc.	<u>130.00</u>			
	Totals	130.00	0.00	130.00	130.00
Reference:	MMRE6250	Date:	09/30/19	Discount exp date:	
GL AP account:	102500	Due date:	09/30/19	Payment term:	
107584	Engineering - Mulhern MRE Inc.	<u>130.00</u>			
	Totals	130.00	0.00	130.00	130.00
Reference:	MMRE6247	Date:	09/30/19	Discount exp date:	
GL AP account:	102500	Due date:	09/30/19	Payment term:	
107584	Engineering - Mulhern MRE Inc.	<u>1,560.00</u>			
	Totals	1,560.00	0.00	1,560.00	1,560.00
	Totals for Mulhern MRE Inc.	<u><u>5,180.70</u></u>	<u><u>0.00</u></u>	<u><u>5,180.70</u></u>	<u><u>5,180.70</u></u>
ROTO Roto Rooter					
Reference:	03421352505	Date:	11/08/19	Discount exp date:	
GL AP account:	102500	Due date:	11/08/19	Payment term:	
107592	Landscape weed control - Roto Rooter	<u>412.45</u>			
	Totals	412.45	0.00	412.45	412.45
	Totals for Roto Rooter	<u><u>412.45</u></u>	<u><u>0.00</u></u>	<u><u>412.45</u></u>	<u><u>412.45</u></u>
ROXWATERSAN Roxborough Water & San District					
Reference:	7122027	Date:	10/31/19	Discount exp date:	
GL AP account:	102500	Due date:	10/31/19	Payment term:	
107702	Nonpotable water purchase usage - Roxborough Water & San District	<u>739.92</u>			
	Totals	739.92	0.00	739.92	739.92
Reference:	7124611	Date:	10/31/19	Discount exp date:	
GL AP account:	102500	Due date:	10/31/19	Payment term:	
107702	Nonpotable water purchase usage - Roxborough Water & San District	<u>493.71</u>			
	Totals	493.71	0.00	493.71	493.71
Reference:	7122162	Date:	10/31/19	Discount exp date:	
GL AP account:	102500	Due date:	10/31/19	Payment term:	
107702	Nonpotable water purchase usage - Roxborough Water & San District	<u>754.54</u>			
	Totals	754.54	0.00	754.54	754.54
Reference:	7122381	Date:	10/31/19	Discount exp date:	
GL AP account:	102500	Due date:	10/31/19	Payment term:	
107702	Nonpotable water purchase usage - Roxborough Water & San District	<u>107.19</u>			
	Totals	107.19	0.00	107.19	107.19

Roxborough Village Metropolitan District
Cash Requirement Report - Detailed

All Dates

GL Account	Description	Gross Open Amount	Discount Available	Net Open Amount	Cash Required
Reference:	7121316	Date:	10/31/19	Discount exp date:	
GL AP account:	102500	Due date:	10/31/19	Payment term:	
107702	Nonpotable water purchase usage - Roxborough Water & San District	<u>174.21</u>			
	Totals	174.21	0.00	174.21	174.21
	Totals for Roxborough Water & San District	<u>2,269.57</u>	<u>0.00</u>	<u>2,269.57</u>	<u>2,269.57</u>
SBPORTABOWL	S&B Porta Bowl Restrooms, Inc.				
Reference:	431854	Date:	10/16/19	Discount exp date:	
GL AP account:	112500	Due date:	10/16/19	Payment term:	
117599	Portable restrooms - S&B Porta Bowl Restrooms, Inc.	<u>112.00</u>			
	Totals	112.00	0.00	112.00	112.00
Reference:	431853	Date:	10/16/19	Discount exp date:	
GL AP account:	102500	Due date:	10/16/19	Payment term:	
107599	Portable restrooms - S&B Porta Bowl Restrooms, Inc.	<u>112.00</u>			
	Totals	112.00	0.00	112.00	112.00
	Totals for S&B Porta Bowl Restrooms, Inc.	<u>224.00</u>	<u>0.00</u>	<u>224.00</u>	<u>224.00</u>
UMBBANKNA	UMB Bank, NA				
Reference:	689214	Date:	09/30/19	Discount exp date:	
GL AP account:	202500	Due date:	09/30/19	Payment term:	
207591	Paying agent fees - UMB Bank, NA	<u>300.00</u>			
	Totals	300.00	0.00	300.00	300.00
	Totals for UMB Bank, NA	<u>300.00</u>	<u>0.00</u>	<u>300.00</u>	<u>300.00</u>
	Company Totals	<u>70,359.34</u>	<u>0.00</u>	<u>70,359.34</u>	<u>70,359.34</u>



Bailey Tree LLC

13165 W. Yale PL.
Lakewood, Co 80228
720-940-6519
baileytreertrimming@gmail.com

PROPOSAL

Generated uniquely for

Please Email us to
accept and schedule
work

- Licensed with the Colorado Department of Agriculture for Pesticide Application
- Tree Services Licensed with all Cities in the Denver Metro Area
- Fully Insured with \$4m Liability & Workers Compensation Insurance

Clifton Larson Allen 20190725-5

Monday, November 4, 2019

Estimator: **George Biedenstein**
3035878069

Clifton Larson Allen
8390 E Crescent Pkwy Ste 500
Greenwood Village, CO 80111

303-779-5710

Worksite: 10127 Waterton Rd
Littleton, CO 80125

Requested Services

Task #	Item	Description	Quantity	Cost
1	Tree(s)	Tree Maintenance	1	\$83,165.00

2020 Roxborough Tree Maintenance

Fertilizer Program - \$10,330

This Service includes a systemic treatment applied by soil injection twice. Our late spring/early summer application promotes healthy growth in leaves & woody tissue, while the late summer/early fall application promotes healthy root growth to help the trees feed.

*Payment Due After First Application.

Conifer Protective Program - \$7,770

This Program is performed between April and October. This Service is for prevention and extermination of "Ips", Pine Beetle, or Tussock Moth. Pesticide will be applied 2-3 times throughout the Spring and Summer by spraying the trunk of the tree.

*Payment Due After First Application

General Pest Program - \$6,990

This Program is for aphids, mites, caterpillars, and other damaging insects that feed on your trees leaves/needles. Pesticide will be applied 1-3 times throughout the Summer into the Fall to coincide with different stages of insect development in order to maximize efficacy.

*Payment Due After First Application.

Ash Treatment - \$34,855

ArborMectin is applied as a trunk injection at the base of the tree. This service treats a variety of tree pests including Emerald Ash Borer, Lilac Ash Borer, and Ash Bark Beetle.

ArborMectin is delivered into the tree's vascular tissue via direct injection to assure rapid distribution and consistent results. This treatment can also be used as a substitution for a foliar spray or ground injection where exposure to bees, fish or fowl is a concern. This service should be performed once every 2 years.

This is the most effective treatment available.

*Applied Once Every 2 Years.

*This Plant Health Care service is billed separately and at the time of application.



ISA Certified Arborists

Robert Bailey RM-0603A
Rich Nelson RM-7199A
George Biedenstein RM-0756B

We accept Cash, Check, or Credit Card

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General Tree Maintenance - \$13,225

Prune, Remove, and Stump Grind as needed. All debris cleaned up as well.
Service done between January and March.

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Tree Planting - \$9,995

Tree Planting is per 10 Trees planted. Bailey Tree is not liable for irrigation of trees and will only guarantee trees if Landscaping Company to run water to all new trees. Minimum ten trees at a time to plant.

*Two year guarantee if trees are watered and Bailey Tree, LLC is managing trees on a yearly basis.

Additional 10 trees need to be planted for no charge to the Roxborough Metropolitan District.****

Requested Services Total:

\$83,165.00

Total For All Services: \$83,165.00



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TERMS & CONDITIONS:

- 1--Our minimum service fee for trimming and/or removal work is \$200.00
- 2--Our minimum service fee for stump grinding is \$90.00
- 3--We do not have a minimum service fee for Plant Health Care (PHC) services (injections and spraying)
- 4--Please make sure no cars are parked under or near the tree(s) on the day of service.
- 5--All moveable objects under and around the tree, and in the pathway between the tree and the service truck, should be moved out of the work zones prior to a service crews arrival.
- 6--Tree services performed in the vicinity of delicate flowers and shrubs may result in some damage to those flowers and shrubs. To avoid this possibility please request a fall or winter schedule date.
- 7--Bailey Tree LLC will not be held responsible for damage to underground utilities not included in a standard locate request during removal, planting, stump grinding, or any subsurface application or service. All repairs will be billed accordingly. Underground utilities include, but are not limited to; sprinkler lines, heads of equipment, electric dog fences, private landscape wiring such as irrigation wires, or any unspecified buried outdoor wiring.
- 8--Prices quoted are good for 45 days. You may need a re-quote after 45 days.
- 9--Cancellations requested with less than 24 hrs notice may be subject to a \$150 mobilization fee.
- 10--All invoices are due upon completion. Monthly finance charges at 18% per annum will accrue after 30 days.
- 11--The customer warrants that all trees upon which work is being performed either belong to the homeowner or that permission to work on them has been obtained by the owner. **IN THE EVENT OF ANY ERROR, BAILEY TREE LLC IS NOT TO BE HELD RESPONSIBLE.**
- 12--This estimate is for completing the job as described above. It is based on our evaluation and does not include additional services requested or required during or after this service is provided. Project timing is subject to change based on weather and other unforeseen circumstances.
- 13--To accept a proposal is to acknowledge & accept these terms and conditions.



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Accountant's Compilation Report

Board of Directors
Roxborough Village Metropolitan District

Management is responsible for the accompanying budget of revenues, expenditures, and fund balances of Roxborough Village Metropolitan District for the year ending December 31, 2020, including the estimate of comparative information for the year ending December 31, 2019, and the actual comparative information for the year ended December 31, 2018, in the format prescribed by Colorado Revised Statutes (C.R.S.) 29-1-105 and the related summary of significant assumptions in accordance with guidelines for the presentation of a budget established by the American Institute of Certified Public Accountants (AICPA). We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the budget nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on the accompanying budget.

The budgeted results may not be achieved as there will usually be differences between the budgeted and actual results, because events and circumstances frequently do not occur as expected, and these differences may be material. We assume no responsibility to update this report for events and circumstances occurring after the date of this report.

We draw attention to the summary of significant assumptions which describe that the budget is presented in accordance with the requirements of C.R.S. 29-1-105, and is not intended to be a presentation in accordance with accounting principles generally accepted in the United States of America.

We are not independent with respect to Roxborough Village Metropolitan District.

Greenwood Village, Colorado
_____, 2019

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
SUMMARY
2020 BUDGET
WITH 2018 ACTUAL AND 2019 ESTIMATED
For the Years Ended and Ending December 31,**

11/14/19

	ACTUAL 2018	BUDGET 2019	ACTUAL 9/30/2019	ESTIMATED 2019	BUDGET 2020
BEGINNING FUND BALANCES	\$ 3,261,810	\$ 3,787,179	\$ 3,978,814	\$ 3,978,814	\$ 4,320,799
REVENUES					
Property taxes	3,187,309	3,211,220	3,197,151	3,211,220	1,788,779
Specific ownership tax	338,719	321,122	235,469	314,000	160,990
Interest income	90,297	56,500	95,575	80,000	65,000
Lottery proceeds	35,399	34,000	31,923	34,000	36,000
Sports field fees	4,300	11,000	-	1,000	1,000
Miscellaneous Income	11,817	3,000	2,645	2,800	7,000
Total revenues	<u>3,667,841</u>	<u>3,636,842</u>	<u>3,562,763</u>	<u>3,643,020</u>	<u>2,058,769</u>
TRANSFERS IN	<u>270,000</u>	<u>100,000</u>	<u>-</u>	<u>250,000</u>	<u>-</u>
Total funds available	<u>7,199,651</u>	<u>7,524,021</u>	<u>7,541,577</u>	<u>7,871,834</u>	<u>6,379,568</u>
EXPENDITURES					
General Fund	894,789	1,087,445	673,573	972,057	1,162,051
Debt Service Fund	1,996,308	2,001,978	182,968	1,996,978	1,980,686
Capital Projects Fund	59,740	553,000	124,587	332,000	846,000
Total expenditures	<u>2,950,837</u>	<u>3,642,423</u>	<u>981,128</u>	<u>3,301,035</u>	<u>3,988,737</u>
TRANSFERS OUT	<u>270,000</u>	<u>100,000</u>	<u>-</u>	<u>250,000</u>	<u>-</u>
Total expenditures and transfers out requiring appropriation	<u>3,220,837</u>	<u>3,742,423</u>	<u>981,128</u>	<u>3,551,035</u>	<u>3,988,737</u>
ENDING FUND BALANCES	<u>\$ 3,978,814</u>	<u>\$ 3,781,598</u>	<u>\$ 6,560,449</u>	<u>\$ 4,320,799</u>	<u>\$ 2,390,831</u>
EMERGENCY RESERVE	<u>\$ 36,200</u>	<u>\$ 35,500</u>	<u>\$ 33,000</u>	<u>\$ 35,400</u>	<u>\$ 34,500</u>
TOTAL RESERVE	<u>\$ 36,200</u>	<u>\$ 35,500</u>	<u>\$ 33,000</u>	<u>\$ 35,400</u>	<u>\$ 34,500</u>

These financial statements should be read only in connection with the accompanying accountant's compilation report and summary of significant assumptions.

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
PROPERTY TAX SUMMARY INFORMATION
2020 BUDGET
WITH 2018 ACTUAL AND 2019 ESTIMATED
For the Years Ended and Ending December 31,**

11/14/19

	ACTUAL 2018	BUDGET 2019	ACTUAL 9/30/2019	ESTIMATED 2019	BUDGET 2020
ASSESSED VALUATION - Douglas					
Residential	\$ 60,577,790	\$ 61,224,420	\$ 61,224,420	\$ 61,224,420	\$ 71,616,140
Commercial	6,355,570	6,355,570	6,355,570	6,355,570	6,312,490
State assessed	947,100	920,900	920,900	920,900	1,053,500
Vacant land	641,010	508,460	508,460	508,460	647,010
Personal property	695,020	667,990	667,990	667,990	631,970
Certified Assessed Value	<u>\$ 69,216,490</u>	<u>\$ 69,677,340</u>	<u>\$ 69,677,340</u>	<u>\$ 69,677,340</u>	<u>\$ 80,261,110</u>
MILL LEVY					
General	12.087	12.087	12.087	12.087	12.087
Debt Service	34.000	34.000	34.000	34.000	10.200
Refund and abatements	0.188	0.000	0.000	0.000	0.000
Total mill levy	<u>46.275</u>	<u>46.087</u>	<u>46.087</u>	<u>46.087</u>	<u>22.287</u>
PROPERTY TAXES					
General	\$ 836,621	\$ 842,191	\$ 842,190	\$ 842,191	\$ 970,116
Debt Service	2,353,361	2,369,029	2,369,029	2,369,029	818,663
Refund and abatements	13,013	-	-	-	-
Levied property taxes	3,202,995	3,211,220	3,211,220	3,211,220	1,788,779
Adjustments to actual/rounding	(15,686)	-	(14,069)	-	-
Budgeted property taxes	<u>\$ 3,187,309</u>	<u>\$ 3,211,220</u>	<u>\$ 3,197,151</u>	<u>\$ 3,211,220</u>	<u>\$ 1,788,779</u>
BUDGETED PROPERTY TAXES					
General	\$ 835,920	\$ 842,190	\$ 838,500	\$ 842,190	\$ 970,116
Debt Service	2,351,389	2,369,030	2,358,651	2,369,030	818,663
	<u>\$ 3,187,309</u>	<u>\$ 3,211,220</u>	<u>\$ 3,197,151</u>	<u>\$ 3,211,220</u>	<u>\$ 1,788,779</u>

These financial statements should be read only in connection with the accompanying accountant's compilation report and summary of significant assumptions.

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
GENERAL FUND
2020 BUDGET
WITH 2018 ACTUAL AND 2019 ESTIMATED
For the Years Ended and Ending December 31,**

11/14/19

	ACTUAL 2018	BUDGET 2019	ACTUAL 9/30/2019	ESTIMATED 2019	BUDGET 2020
BEGINNING FUND BALANCE	\$ 403,106	\$ 411,505	\$ 443,415	\$ 443,415	\$ 401,348
REVENUES					
Property taxes	835,920	842,190	838,500	842,190	970,116
Specific ownership tax	338,719	321,122	235,469	314,000	160,990
Interest income	22,052	6,000	22,922	20,000	10,000
Sports field fees	4,300	11,000	-	1,000	1,000
Miscellaneous income	4,107	2,000	2,645	2,800	7,000
Total revenues	1,205,098	1,182,312	1,099,536	1,179,990	1,149,106
Total funds available	1,608,204	1,593,817	1,542,951	1,623,405	1,550,454
EXPENDITURES					
General and administrative					
Accounting	37,567	45,000	28,445	42,000	45,000
Auditing	4,950	5,000	4,950	5,000	5,200
County Treasurer's fee	12,545	12,633	12,586	12,633	18,489
Directors' fees	7,000	8,000	6,000	8,000	8,000
Dues and licenses	1,468	1,200	1,169	1,169	1,200
Insurance and bonds	9,492	10,000	10,143	10,143	13,000
District management	132,156	110,000	91,760	120,000	120,750
Legal services	61,979	70,000	40,035	70,000	70,000
Miscellaneous	3,038	4,000	3,758	4,000	4,000
Newsletter	-	-	2,179	3,000	3,000
Payroll taxes	536	612	459	612	612
Election expense (Board and TABOR Prep)	39,557	-	-	-	65,000
Engineering	38,279	40,000	22,834	35,000	45,000
Communications/website	3,271	600	228	600	15,000
Community events	-	-	14,625	17,000	35,000
Foothills Park and Recreation fees	16,567	17,500	15,507	20,000	20,000
Operations and maintenance					
Algae control	5,104	5,400	-	5,400	5,000
Graffiti removal/ vandalism	1,801	10,000	1,220	5,000	5,000
Landscape contract	158,686	160,000	119,880	160,000	164,800
Landscape improvement	31,955	67,500	37,354	67,500	75,000
Landscape irrigation maintenance	43,026	95,000	7,147	20,000	25,000
Landscape weed control	39,590	35,000	21,979	20,000	20,000
Mosquito control	14,000	16,000	14,000	16,000	16,000
Nonpotable water purchase usage	69,368	75,000	44,247	70,000	70,000
Open space maintenance / fire mitigation	-	25,000	-	25,000	25,000
Portable restrooms	2,808	3,000	2,200	3,000	3,000
Playground repairs and maintenance	31,437	30,000	350	5,000	30,000
Repairs and maintenance	16,616	60,000	10,147	25,000	20,000
Seasonal lights	11,668	13,000	-	13,000	14,000
Skate Park maintenance	-	15,000	40,088	41,000	15,000
Snow removal	15,881	30,000	27,548	52,000	40,000
Tree maintenance	21,605	75,000	84,545	80,000	80,000
Tree spraying	49,745	-	-	-	40,000
Utilities	13,094	18,000	8,190	15,000	15,000
Contingency	-	30,000	-	-	30,000
Total expenditures	894,789	1,087,445	673,573	972,057	1,162,051
TRANSFERS OUT					
Transfers to other funds	270,000	100,000	-	250,000	-
Total expenditures and transfers out requiring appropriation	1,164,789	1,187,445	673,573	1,222,057	1,162,051
ENDING FUND BALANCE	\$ 443,415	\$ 406,372	\$ 869,378	\$ 401,348	\$ 388,403
EMERGENCY RESERVE	\$ 36,200	\$ 35,500	\$ 33,000	\$ 35,400	\$ 34,500
TOTAL RESERVE	\$ 36,200	\$ 35,500	\$ 33,000	\$ 35,400	\$ 34,500

These financial statements should be read only in connection with the accompanying accountant's compilation report and summary of significant assumptions.

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
DEBT SERVICE FUND
2020 BUDGET
WITH 2018 ACTUAL AND 2019 ESTIMATED
For the Years Ended and Ending December 31,**

11/14/19

	ACTUAL 2018	BUDGET 2019	ACTUAL 9/30/2019	ESTIMATED 2019	BUDGET 2020
BEGINNING FUND BALANCE	\$ 1,467,937	\$ 1,880,143	\$ 1,898,973	\$ 1,898,973	\$ 2,331,025
REVENUES					
Property taxes	2,351,389	2,369,030	2,358,651	2,369,030	818,663
Interest income	68,245	50,000	72,653	60,000	55,000
Miscellaneous income	7,710	-	-	-	-
Total revenues	<u>2,427,344</u>	<u>2,419,030</u>	<u>2,431,304</u>	<u>2,429,030</u>	<u>873,663</u>
Total funds available	<u>3,895,281</u>	<u>4,299,173</u>	<u>4,330,277</u>	<u>4,328,003</u>	<u>3,204,688</u>
EXPENDITURES					
Bond interest - Series 1993	308,237	224,290	112,638	224,290	138,407
Bond interest - Series 2014	80,084	64,453	32,226	64,453	47,299
Bond principal - Series 1993	800,000	825,000	-	825,000	900,000
Bond principal - Series 2014	770,000	845,000	-	845,000	875,000
County Treasurer's fee	35,287	35,535	35,404	35,535	12,280
Contingency	-	5,000	-	-	5,000
Paying agent fees	2,700	2,700	2,700	2,700	2,700
Total expenditures	<u>1,996,308</u>	<u>2,001,978</u>	<u>182,968</u>	<u>1,996,978</u>	<u>1,980,686</u>
Total expenditures and transfers out requiring appropriation	<u>1,996,308</u>	<u>2,001,978</u>	<u>182,968</u>	<u>1,996,978</u>	<u>1,980,686</u>
ENDING FUND BALANCE	<u>\$ 1,898,973</u>	<u>\$ 2,297,195</u>	<u>\$ 4,147,309</u>	<u>\$ 2,331,025</u>	<u>\$ 1,224,002</u>

These financial statements should be read only in connection with the accompanying accountant's compilation report and summary of significant assumptions.

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
CAPITAL PROJECTS FUND
2020 BUDGET
WITH 2018 ACTUAL AND 2019 ESTIMATED
For the Years Ended and Ending December 31,**

11/14/19

	ACTUAL 2018	BUDGET 2019	ACTUAL 9/30/2019	ESTIMATED 2019	BUDGET 2020
BEGINNING FUND BALANCE	\$ 1,390,767	\$ 1,495,531	\$ 1,636,426	\$ 1,636,426	\$ 1,588,426
REVENUES					
Interest income	-	500	-	-	-
Lottery proceeds	35,399	34,000	31,923	34,000	36,000
Miscellaneous income	-	1,000	-	-	-
Total revenues	<u>35,399</u>	<u>35,500</u>	<u>31,923</u>	<u>34,000</u>	<u>36,000</u>
TRANSFERS IN					
Transfers from other funds	<u>270,000</u>	<u>100,000</u>	<u>-</u>	<u>250,000</u>	<u>-</u>
Total funds available	<u>1,696,166</u>	<u>1,631,031</u>	<u>1,668,349</u>	<u>1,920,426</u>	<u>1,624,426</u>
EXPENDITURES					
General and Administrative					
Accounting	-	3,000	-	3,000	3,000
Contingency	-	100,000	-	-	100,000
District management	164	15,000	31,895	45,000	40,000
Engineering	-	10,000	-	5,000	20,000
Legal services	-	5,000	-	5,000	5,000
Capital Projects					
Baseball field improvements	22,635	10,000	7,018	10,000	5,000
Capital outlay	1,132	-	-	-	-
Irrigation upgrades/replacement	13,384	200,000	-	100,000	150,000
Parking lot improvements	-	-	5,183	6,000	3,000
Trails/bike path	-	15,000	-	3,000	25,000
Tree replacement	-	15,000	-	-	-
Spillway / embankment	-	-	-	-	150,000
Water rights enhancements	22,425	30,000	7,600	5,000	20,000
Master plan	-	150,000	72,891	150,000	325,000
Total expenditures	<u>59,740</u>	<u>553,000</u>	<u>124,587</u>	<u>332,000</u>	<u>846,000</u>
Total expenditures and transfers out requiring appropriation	<u>59,740</u>	<u>553,000</u>	<u>124,587</u>	<u>332,000</u>	<u>846,000</u>
ENDING FUND BALANCE	<u>\$ 1,636,426</u>	<u>\$ 1,078,031</u>	<u>\$ 1,543,762</u>	<u>\$ 1,588,426</u>	<u>\$ 778,426</u>

These financial statements should be read only in connection with the accompanying accountant's compilation report and summary of significant assumptions.

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
2020 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Services Provided

The District, a quasi-municipal corporation and a political subdivision of the State of Colorado, was organized on July 10, 1985, and is governed pursuant to provisions of the Colorado Special District Act (Title 32, Article 1, Colorado Revised Statutes). The District's operates under a Service Plan approved by Douglas County on July 24, 1985. The District's service area is located in Douglas County, Colorado. The District was established to provide irrigation, drainage and storm facilities, street improvements, park and recreational facilities.

On September 3, 1985, the District's voters authorized total indebtedness of \$12,000,000 for the above listed facilities and powers. The authorization provided that the bonds would be subject to a maximum net interest rate of 15% per annum. At a special election on December 30, 1992, the District's voters authorized an additional \$14,000,000. The authorization provided that the bonds would be subject to a minimum mill levy for property taxes which increases from 16.0 mills in 1993 to 39.5 mills in 2005 through 2042 adjusted for changes in the State mandated assessment procedures and the levy must be sufficient to generate a minimum revenue as stated in the ballot question. On November 2, 2004, the District's voters authorized additional indebtedness in an amount not to exceed \$10,500,000 at an interest rate not to exceed 7% per annum. At December 31, 2017 the District had authorized but unissued indebtedness of \$475,000 for the purpose of debt refunding.

The budget is in accordance with the TABOR Amendment limitations, which were modified by the voters in an election held on November 6, 2001. District voters approved authorization for the District to retain and spend District revenues, from any lawful source, in excess of the spending, revenue raising, or other limitations in Article X, Section 20 of the Colorado constitution. Emergency reserves, required under TABOR have been provided.

The District has no employees and all administrative functions are contracted.

The District prepares its budget on the modified accrual basis of accounting in accordance with the requirements of C.R.S. 29-1-105 using its best estimates as of the date of the budget hearing. These estimates are based on expected conditions and its expected course of actions. The assumptions disclosed herein are those that the District believes are significant to the budget. There will usually be differences between the budget and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material.

Revenues

Property Taxes

Property taxes are levied by the District's Board of Directors. The levy is based on assessed valuations determined by the County Assessor generally as of January 1 of each year. The levy is normally set by December 15 by certification to the County Commissioners to put the tax lien on the individual properties as of January 1 of the following year. The County Treasurer collects the determined taxes during the ensuing calendar year. The taxes are payable by April or, if in equal installments, at the taxpayer's election, in February and June. Delinquent taxpayers are notified in August and generally sales of the tax liens on delinquent properties are held in November or December. The County Treasurer remits the taxes collected monthly to the District.

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
2020 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Revenues - (continued)

The District's maximum Required Mill Levy for the Series 1993 Bonds is 73.109 mills, adjusted for changes in the ratio of actual value to assessed value of property within the District. Required Mill Levy means an ad valorem mill levy imposed upon all taxable property of the District each year in an amount sufficient to pay the principal, premium if any, and interest on the Bonds as the same become due and payable.

The calculation of taxes levied is displayed on the Property Tax Summary Information page of the budget using the adopted mill levy imposed by District.

Specific Ownership Taxes

Specific ownership taxes are set by the State and collected by the County Treasurer, primarily on vehicle licensing within the County as a whole. The specific ownership taxes are allocated by the County Treasurer to all taxing entities within the County. The budget assumes that the District's share will be equal to approximately 9% of the property taxes collected by both the General Fund and the Debt Service Fund.

Net Investment Income

Interest earned on the District's available funds has been estimated based on historical interest earnings.

Expenditures

Administrative and Operating Expenditures

Administrative and operating expenditures include the estimated services necessary to maintain the District's administrative viability such as management, legal, accounting, insurance, banking, meeting expense, repairs and maintenance and other operating expenses. Such expenses have been assumed to be at approximately the same levels as the prior year since no significant changes are anticipated in the level or scope of service.

Debt Service

Principal and interest payments in 2020 are provided based on the debt amortization schedule from the Series 1993 Bonds and Series 2014 Bonds (discussed under Debt and Leases).

Capital Projects

Anticipated expenditures for capital outlay are detailed on the Capital Project Fund page of the Budget.

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
2020 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Debt and Leases

Series 1993 Bonds

The bonds are payable only from the revenue from the voter approved mill levy (December 1991 election) to generate a “guaranteed revenue” deposited directly to the Trustee and restricted for Series A and B, including interest earned on the cash deposited. The requirement for a replenishable reserve of \$50,000 ended in 2003. Any unpaid interest compounds semi-annually.

1993 Series B Principal Only

\$6,247,629 of principal bears interest at 10.41%, payable semiannually, and matures December 31, 2021. The Series B Principal Only Bonds are subject to mandatory redemption in increasing amounts in 2000 through 2021. The bonds are not callable at the option of the District.

Series 2014 Bonds

\$6,390,000 General Obligation Refunding Bonds, Series 2014, dated October 24, 2014, with interest of 2.03%. The Bonds are payable semiannually and mature December 1, 2021, and are subject to mandatory redemption at increasing amounts beginning in 2014 through 2021 in increasing amounts. The Bonds are not subject to redemption prior to maturity.

Reserves

Emergency Reserves

The District has provided for an Emergency Reserve fund equal to at least 3% of fiscal year spending, as defined under TABOR.

This information is an integral part of the accompanying budget.

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
SCHEDULE OF DEBT SERVICE REQUIREMENTS TO MATURITY
December 31, 2019

Year	1993 Series B (Note A) Principal Only Bonds Interest Rate 10.41% Principal Paid December 31 Interest Paid June 30 and December 31		2014 Series - \$6,390,000 General Obligation Refunding Bonds October 24, 2014 Interest Rate 2.03% Interest Paid June 1 and December 1		Total		
	Principal	Interest	Principal	Interest	Principal	Interest	Total
2020	\$ 900,000	\$ 138,407	\$ 875,000	\$ 47,299	\$ 1,775,000	\$ 185,706	\$ 1,960,706
2021	429,560	44,717	1,455,000	29,537	1,884,560	74,254	1,958,814
	<u>\$ 2,154,560</u>	<u>\$ 407,414</u>	<u>\$ 3,175,000</u>	<u>\$ 141,289</u>	<u>\$ 5,329,560</u>	<u>\$ 548,703</u>	<u>\$ 5,878,263</u>

This financial information should be read only in connection with the accompanying accountant's compilation report and summary of significant assumptions.

RESOLUTION NO. 2019-11-01

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

**A RESOLUTION SUMMARIZING EXPENDITURES AND REVENUES FOR EACH
FUND AND ADOPTING A BUDGET FOR THE ROXBOROUGH VILLAGE
METROPOLITAN DISTRICT, DOUGLAS COUNTY, COLORADO, FOR THE
CALENDAR YEAR BEGINNING ON THE FIRST DAY OF JANUARY 2020, AND
ENDING ON THE LAST DAY OF DECEMBER 2020**

WHEREAS, the Board of Directors of Roxborough Village Metropolitan District (the “District”) has appointed CliftonLarsonAllen LLP, a Minnesota limited liability partnership, to prepare and submit a proposed budget to the Board of Directors of the District at the proper time; and

WHEREAS, the District Manager, has submitted a proposed budget to the Board of Directors of the District on or before October 15, 2019, for its consideration; and

WHEREAS, upon due and proper notice published on November 14, 2019 in accordance with the law, said proposed budget was open for inspection by the public at a designated place: the office of CliftonLarsonAllen LLP, located at 8390 East Crescent Parkway, Suite 300, Greenwood Village, Colorado, and interested electors of the District were given the opportunity to file or register any objections to the proposed budget; and a public hearing was held on November 19, 2019, at the West Metro Fire Station 15, 6220 North Roxborough Park Road, Littleton, CO 80125; and

WHEREAS, whatever increases may have been made in the expenditures, like increases were added to the revenues or were planned to be expended from reserves/fund balances so that the budget remains in balance, as required by law.

NOW, THEREFORE, BE IT RESOLVED BY the Board of Directors of the Roxborough Village Metropolitan District, Douglas County, Colorado:

Section 1. That the budget as submitted, amended, and summarized by fund and attached hereto as Exhibit A, is hereby approved and adopted as the Budget of the Roxborough Village Metropolitan District for the year 2020.

Section 2. That the 2020 Budget hereby approved and adopted shall be signed by the President and Secretary of the District, made a part of the public records of the District and filed in accordance with applicable law.

APPROVED AND ADOPTED this 19th day of November, 2019, by a vote of ___ for and ___ against.

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

By: _____
Calvin Brown, President

ATTEST:

By: _____
Ronald Bendall, Secretary

EXHIBIT A
ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
2020 BUDGET

RESOLUTION NO. 2019-11-02

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

**A RESOLUTION APPROPRIATING SUMS OF MONEY TO THE VARIOUS
FUNDS IN THE AMOUNT AND FOR THE PURPOSE AS SET FORTH BELOW,
FOR THE ROXBOROUGH VILLAGE METROPOLITAN DISTRICT,
DOUGLAS COUNTY, COLORADO,
FOR THE 2020 BUDGET YEAR**

WHEREAS, the Board of Directors of Roxborough Village Metropolitan District (the "District") has adopted the annual budget in accordance with the Local Government Budget Law of Colorado, Section 29-1-101 et seq, C.R.S., on November 19, 2019; and

WHEREAS, the Board of Directors of the District has made provision therein for revenues in an amount equal to or greater than the total proposed expenditures as set forth in said budget; and

WHEREAS, it is not only required by law, but also necessary to appropriate the revenues and reserves or fund balances provided in the budget to and for the purposes described below, thereby establishing a limitation on expenditures for the operations of the District;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Roxborough Village Metropolitan District, Douglas County, Colorado:

Section 1. That the following sums are hereby appropriated from the revenue of each fund, to each fund, for the purposes stated:

General Fund \$ _____

Debt Service Fund \$ _____

Capital Projects Fund \$ _____

APPROVED AND ADOPTED this 19th day of November, 2019, by a vote of ___ for and ___ against.

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

By: _____
Calvin Brown, President

ATTEST:

By: _____
Ronald Bendall, Secretary

RESOLUTION NO. 2019-11-03

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

**A RESOLUTION LEVYING PROPERTY TAXES FOR YEAR 2019 FOR COLLECTION
IN 2020, TO HELP DEFRAY THE COSTS OF GOVERNMENT
FOR THE ROXBOROUGH VILLAGE METROPOLITAN DISTRICT,
DOUGLAS COUNTY, COLORADO,
FOR THE 2020 BUDGET YEAR**

The Board of Directors of the Roxborough Village Metropolitan District has adopted the annual budget, in accordance with the Local Government Budget Law of Colorado, Section 29-1-101 et seq, C.R.S., on November 19, 2019; and

The 2019 valuation for assessment for the Roxborough Village Metropolitan District (the “District”), as certified by the Douglas County Assessor is \$ _____; and

The amount of money necessary to balance the budget for general operating purposes from property tax revenue is \$ _____; and

The amount of money necessary to balance the budget for voter approved bonds and interest is \$ _____.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Roxborough Village Metropolitan District, Douglas County, Colorado:

Section 1. That for the purpose of meeting all general operating expenses of the District during the 2020 budget year, there is hereby levied a tax of _____ mills* upon each dollar of the total valuation for assessment of all taxable property within the District for the year 2019.

Section 2. That for the purpose of meeting all payments for bonds and interest of the District during the 2020 budget year, there is hereby levied a tax of _____ mills upon each dollar of the total valuation for assessment of all taxable property within the District for the year 2019.

Section 3. That the District Manager is hereby authorized and directed to immediately certify to the Board of County Commissioners of Douglas County, State of Colorado (the “Board of County Commissioners”) the mill levies for the District as hereinabove determined and set, or be authorized and directed to certify to the Board of County Commissioners the mill levies for the District as hereinabove determined and set, but as recalculated as needed based upon the final (December) certification of valuation from the Douglas County Assessor in order to comply with any applicable revenue and other budgetary limits.

*Which includes _____ mills for refunds and abatements

APPROVED AND ADOPTED this 19th day of November, 2019, by a vote of ___ for and ___ against.

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

By: _____
Calvin Brown, President

ATTEST:

By: _____
Ronald Bendall, Secretary

RESOLUTION NO. 2019-11-04

**A RESOLUTION OF THE BOARD OF DIRECTORS OF ROXBOROUGH VILLAGE
METROPOLITAN DISTRICT, DOUGLAS COUNTY, COLORADO, APPROVING AN
AGREEMENT WITH STRATAGEM, P.C. FOR THE
PROVISION OF AUDIT SERVICES TO THE DISTRICT FOR TAX YEAR OF 2019 TO BE
COMPLETED BEFORE JULY 15, 2020**

WHEREAS, the Board of Directors of ROXBOROUGH VILLAGE METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"), has made a determination that it would be beneficial to the District to enter into an agreement with the firm of Stratagem, P.C. to provide audit services to the District in the capacity of Certified Public Accountant to the District, for the tax year of 2019 to be completed during the calendar year of 2020.

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

That the engagement letter from the firm of Stratagem, P.C., 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 ____ day of November, 2019, by a vote of ____ for and ____ against.

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

By: _____
Calvin Brown, President

ATTEST:

By: _____
Ronald Bendall, Secretary

EXHIBIT A

2020 ENGAGEMENT LETTER FOR AUDIT SERVICES FROM STRATAGEM, P.C.
CERTIFIED PUBLIC ACCOUNTANTS



October 31, 2019

Roxborough Village Metropolitan District
c/o CliftonAllenLarson
8390 East Crescent Pkwy, Suite 300
Greenwood Village, CO 80111

To Whom It May Concern:

We are pleased to confirm our understanding of the services we will provide Roxborough Village Metropolitan District ("the District") for the year ended December 31, 2019.

Type of Services and Investment: We will audit the general purpose financial statements of the District as of December 31, 2019. Your investment with our firm for the stated service(s) will be \$4,950.

Character of Services: Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of your accounting records and other procedures we consider necessary to enable us to express an unqualified opinion that your financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America. If our opinion is other than unqualified, we will fully discuss the reasons with you in advance.

As part of your investment, we will provide the required and/or agreed upon accounting/bookkeeping services necessary to audit the financial statements identified above. Such services will be limited to the adjustment of specific accounts identified as necessary. The performance of a bookkeeping service is deemed to be a non-attest service in our professional standards. These services will be performed in conjunction with tests of reasonableness and materiality as defined by accounting principles and auditing standards generally accepted in the United States of America. Should the necessary accounting services result in a significant modification to your investment, we will notify you immediately to discuss the proposed investment modification and submit a Change Order for your approval before the services are completed.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, direct confirmation of cash balances and/or certain other assets and liabilities by correspondence with selected banks and creditors. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters.

An audit includes examining on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. Also, we will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement whether from (a) errors, (b) fraudulent financial reporting, (c) misappropriation of assets, or (d) violations of laws or governmental regulations that are attributable to the District or to acts by management or employees acting on behalf of the District.

Because an audit is designed to provide reasonable, but not absolute, assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or government regulations that do not have a direct and material effect on the financial statements. However, we will inform you of any material errors that come to our attention, and we will inform you of any fraudulent financial reporting or misappropriation of assets that comes to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. As auditors our responsibility is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Your Responsibilities: Our audit will be conducted on the basis that management, and where appropriate, those charged with governance acknowledge and understand that they have responsibility:

- a. for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States;
- b. for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error; and
- c. to provide us with
 - i. access to all information of which the District is aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation, and other matters;
 - ii. additional information that we may request from the District for the purpose of the audit; and
 - iii. unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence.

As part of our audit process, we will request from the District and where appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

You are responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about known or suspected fraud affecting the District involving (a) management, (b) employees who have significant roles in internal control, and (c) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the District complies with applicable laws and regulations.

You are also responsible for providing us all of the information requested in a timely manner and for informing us if any requested information will be delayed, as failing to provide the requested information and/or delays in providing such information may impact Stratagem PC's services, pricing, and/or our ability to deliver the project on time.

Reportable Conditions on Internal Controls: We may make recommendations concerning your accounting system and system of internal controls. Because our engagement does not include a review and evaluation of these systems, any failures or inadequacies of your accounting records or financial statements resulting from inadequacies in these systems, or losses that you may suffer as a result, are exclusively your responsibility.

Our audit will include obtaining an understanding of internal control sufficient to plan the audit and to determine the nature, timing, and extent of audit procedures to be performed. An audit is not designed to provide assurance on internal control or to identify reportable conditions, that is, significant deficiencies in the design or operation of internal control. However, during the audit, if we become aware of such reportable conditions or ways that we believe management practices can be improved, we will communicate them to you in a separate letter.

Quality Review: The District agrees to, and hereby consents to participate in Stratagem PC's policy of Quality Review. As a part of this program, all of the major services performed under this Agreement may be reviewed by another CPA in our firm following strict rules of confidentiality or by another CPA under the American Institute of Certified Public Accountants Peer Review Program. The price for this enhanced review is included in the professional services detailed above.

Other Services: Your investment for services not included as part of this engagement will be determined based on our standard rates or, depending on the type of engagement, will be identified and presented under a specific engagement letter for that particular service.

Service Guarantee: Our work is guaranteed to the complete satisfaction of the client. If the District is not completely satisfied with any of the services performed by Stratagem PC under this Agreement, we will, at the option of the District refund the price, modify our work, or accept a portion of said price that reflects the District's level of satisfaction. So that we may fulfill our guarantee, you agree to provide us a written explanation of your dissatisfaction within the earlier of 30 days of service delivery or the invoice date. In the absence of a timely written explanation of your dissatisfaction, Stratagem PC will assume that you are satisfied with the services provided.

Conclusion of Engagement: At the conclusion of the engagement, you will be provided with a draft of the financial statements that we will review with management. Should this review result in requested modifications or changes to the information as presented, we will consider the applicability of those changes and, potentially, modify the statements accordingly.

We will not provide you with a final copy of the financial statements and report unless, or until, we have received a representation letter signed by the appropriate member of management.

Document Retention Policy: At the conclusion of this engagement, we will return to you all original records you supplied to us and any other records we deem to be part of your accounting system. Your records are the primary records for your operations and comprise the backup and support for the results of this engagement. Our records and files, including our engagement documentations, whether kept on paper or electronic media, are our property and are not a substitute for your own records. Our firm policy calls for us to destroy our engagement files and all pertinent engagement documentation after a retention period of seven years (or longer, if required by law or regulation), after which time these items will no longer be available. We are under no obligation to notify you that our records relating to the District are to be destroyed. We reserve the right to modify the retention period without notifying you. Catastrophic events or physical deterioration may result in our firm's records being unavailable before the expiration of the above retention period.

Except as set forth above, you agree that our firm may destroy paper originals and copies of any documents, including, without limitation, correspondence, agreements and representation letters, and retain only digital images thereof.

Privacy Policies and Practices: CPAs have been and continue to be bound by professional standards of confidentiality that are even more stringent than those required by law. We do not disclose any nonpublic personal information obtained in the course of our practice except as required by law. Included with this engagement letter is our U.S. Consumer Privacy Notice that explains our privacy policies and practices (**see Appendix A**).

Subpoena of Documents: As a result of our services to you, we may be required or requested to provide information or documents to you or a third-party in connection with governmental regulations or activities or a legal, arbitration or administrative proceeding (including grand jury investigations), in which we are not a party. You may, within the time permitted for our firm to respond to any request, initiate such legal action as you deem appropriate to protect information from discovery. If you take no action within the time permitted for us to respond or if your action does not result in a judicial order protecting us from supplying requested information, we will construe your inaction or failure as consent to comply with the request. Our efforts in complying with such requests or demands will be deemed a part of this engagement and we shall be entitled to additional compensation for our time and reimbursement for our out-of-pocket expenditures (including legal fees) in complying with such request or demand.

Data Transmission: In order to guard your nonpublic personal information, we maintain physical, electronic, and procedural safeguards that comply with our professional standards. Some of your data might be transmitted and stored electronically via systems that are not controlled by Stratagem PC - examples include but are not limited to email, use of secure portals such as ShareFile to upload and download your documents, and Adobe Sign to obtain digital signatures. Our policies and procedures, as well as Colorado State statutes, require CPAs to only transmit personally identifiable information utilizing secure methods and we only work with established, reputable companies that have demonstrated their commitment to safeguarding your data. However, there is no guarantee that such data will not be seen by an unintended third party.

Conflicts of Interest: Although we intend to be fair and impartial toward all parties, a conflict of interest may exist between parties. Examples of these types of conflicts of interest include spouses, owners of businesses, and beneficiaries of trusts. Any information we receive from one party that may impact other party(ies) will be made known to all parties; and, for that purpose, you waive the requirements of confidentiality among yourselves and Stratagem PC.

Invoicing, Payment and Disputes: Your investment is determined based on the services we are providing and the value applied to those services. Should any matters come to our attention during the course of our work that would require a modification of your investment, we will notify you immediately.

Our invoices, including progress billings, are due upon presentation. If payment in full is not received within 60 days of the date of the invoice, you agree to pay interest at the rate of 18 percent per annum on any unpaid balance.

All disputes arising under this agreement shall be submitted to mediation. Each party shall designate an executive officer or principal empowered to resolve the dispute. In the event that the designated representatives are unable to agree on a resolution, a mediation service acceptable to both parties shall select a mediator to mediate the dispute. Each disputing party shall pay an equal percentage of the mediator's fees and expenses. No suit or arbitration proceeding shall be commenced under this agreement until at least 60 days after the mediator's first meeting with the involved parties. In the event that the dispute is required to be litigated, the court shall be authorized to assess litigation costs against any party found not to have participated in the mediation process in good faith. Our liability for any claims relating to or arising out of our performance of this agreement engagement will be limited to the lesser of any actual damages that may have been caused by our acts or omissions or the amount of the fees that you pay for these services.

Illegal Aliens: We certify that Stratagem PC shall comply with the provisions of C.R.S. 8-17.5-101, et seq.

- A. *Employment or Contracting with Illegal Aliens.* We certify that Stratagem PC does not knowingly employ or contract with an illegal alien to perform work under this engagement letter, or will enter into a contract with a subcontractor that fails to certify to Stratagem PC that such subcontractor does not knowingly employ or contract with an illegal alien to perform work under this engagement letter.
- B. *Verification Regarding Illegal Aliens.* We certify that Stratagem PC has verified the employment eligibility of all employees who are newly hired for employment, to perform the work under this engagement letter, through participation in either the Electronic Employment Verification Program, or Employment Verification Program which is established pursuant to Section 8-17.5-102 (5)(c), C.R.S., (collectively referred to as "Verification Programs").
- C. *Limitation Regarding Verification Programs.* We agree that Stratagem PC will not use the Verification Programs to undertake pre-employment screening of job applicants while performing professional services on behalf of the District.
- D. *Duty to Terminate Subcontractor:* If Stratagem PC obtains actual knowledge that a subcontractor performing work pursuant to this engagement letter knowingly employs or contracts with an illegal alien, Stratagem PC shall:
 - (i) notify the subcontractor and the District within three (3) days that Stratagem PC has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(ii) terminate the subcontract with the subcontractor if, within three (3) days of receiving notice required pursuant to C.R.S. 8-17.5-102(2)(b)(III)(A) that Stratagem PC has actual knowledge that the subcontractor is employing or contracting with an illegal alien, the subcontractor does not stop employing or contracting with the illegal alien.

Stratagem PC shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

- E. *Duty to Comply with Investigation.* Stratagem PC shall comply with any reasonable request of the Colorado Department of Labor and Employment made in the course of an investigation that the Colorado Department of Labor and Employment is undertaking pursuant to the authority established by C.R.S. 8-17.5-102(5).
- F. *Notification.* The District shall notify the office of the Colorado Secretary of State if Stratagem PC violates a provision of C.R.S. 8-17.5-102(2), and the District terminates the engagement for such breach. The District will notify the Colorado Secretary of State if a court made such a determination.
- G. *Participation in Employment Verification Program.* Stratagem PC shall notify the District of its participation in the Employment Verification Program and shall comply with the requirements of C.R.S § 8-17.5-102(5)(c).

I am the principal responsible for the audit engagement. We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you agree with the terms of our engagement as described in this letter, please sign and return it to us. This letter will continue in effect until canceled by either party. Please feel free to call us with any questions you may have.

Sincerely,

STRATAGEM PC



Greg Livin, CPA, CCIFP, CGMA

RESPONSE:

This letter correctly sets forth the understanding of Roxborough Village Metropolitan District for the year ended December 31, 2019.

Signature _____

Title _____

Date _____

Please return all pages of the signed letter to Stratagem PC.

Appendix A:

U.S. Consumer Privacy Notice

FACTS: WHAT DOES STRATAGEM DO WITH YOUR PERSONAL INFORMATION?	
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> ▪ Social Security number and income ▪ Account balances and transaction history ▪ Credit history and payment history ▪ Other personal and/or business information we receive to assist in providing tax and accounting services
How?	All financial companies need to share clients' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their clients' personal information; the reasons Stratagem chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Stratagem share?	Can you limit this sharing?
For our everyday business purposes - such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes - to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes - information about your transactions and experiences	Not applicable	We don't share
For our affiliates' everyday business purposes - information about your creditworthiness	Not applicable	We don't share
For nonaffiliates to market to you	No	We don't share

Questions?	Call 303-988-1900 or email us at contact.us@stratagemcpa.com
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Who we are	
Who is providing this notice?	Stratagem PC

What we do	
How does Stratagem protect my personal information	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. Some of your data might be transmitted and stored electronically via systems that are not controlled by Stratagem. Examples include but are not limited to email, use of secure portals such as ShareFile to upload and download your documents, and Adobe Sign to obtain digital signatures. Our policies and procedures, as well as Colorado State statutes, require CPAs to only transmit personally identifiable information utilizing secure methods and we only work with established, reputable companies that have demonstrated their commitment to safeguarding your data.
How does Stratagem collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> ▪ Provide information in order to prepare your tax return ▪ Provide information in order to prepare personal or business financial statement ▪ Provide information regarding your personal or business financial matters to perform accounting, tax or consulting services
Why can't I limit all sharing?	Federal law gives you the right to limit only <ul style="list-style-type: none"> ▪ sharing for affiliates' everyday business purposes - information about your creditworthiness ▪ affiliates from using your information to market to you ▪ sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> ▪ Stratagem PC does not have any affiliates
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> ▪ Federal, State and local tax agencies ▪ Third party software and computer support agencies ▪ Professional and/or regulatory entities
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> ▪ Stratagem does not have any joint marketing agreements with nonaffiliated financial companies

2020 Master Plan next Steps:

1. Pool – \$50K to 100K
 - Feasibility
2. Open Space/Water – Little Willow Creek 2020 \$50K
 - Designer selection (\$50K for prelim design and engineering)
 - LCS or others
 - Jess Clark/Stream
 - Wenk (Nicole)
 - Scott/engineering
 - Shaping the edge
3. Trails and connectivity - \$50/\$100k design and build
 - Near-term
 - Sidewalks
 - Connections
4. Imperial Park Redo –Design and prelim install \$50K - \$100K
 - Shade structures
 - Amenities
 - Landscape buffer
5. Events - \$30 - \$50K
 - Fall festival
 - Farmer’s Market
 - 5K Run?
6. Rec Amenities TBD
7. Landscaping features TBD

Suazo, Kathy

From: Jones, Anna
Sent: Tuesday, October 29, 2019 11:26 AM
To: Suazo, Kathy
Subject: FW: [External] RE: Rox Meeting Dates

For discussion at next Rox meeting....

From: Todd Wenskoski <twenskoski@livable-cities.com>
Sent: Saturday, October 26, 2019 7:05 AM
To: Arleen Taniwaki <ataniwaki@arlandllc.com>; Jones, Anna <Anna.Jones@claconnect.com>
Cc: Shannon, Patrick <Patrick.Shannon@claconnect.com>; Suazo, Kathy <Kathy.Suazo@claconnect.com>
Subject: [External] RE: Rox Meeting Dates

Think Security! This email originated from an external source.

Here's what I have in my notes. Hope this helps.

Oct 29th Monthly Board Meeting

- Overall timeline review (Todd 5-10 mins)
- Financial analysis (Janece 5-10 mins)
- Dedicate the rest of the meeting to budget review (CLA)

November 18th Monthly Board Meeting

- MP review feedback from public meeting

December 3rd Special Board Meeting (this date can be flexible)

- MP recommendations review
- Other topics?

December 17th

- MP Document review meeting
- Other topics?

I think you also have a required budget hearing either combined with one of these meetings or as a separate meeting. I also have to figure out when we can have the draft document ready so it can be emailed out.

Todd Wenskoski
Principal



1001 Bannock St. #313
 Denver, CO 80204
 c. 303.506.0139
 o. 303 800.2201 x1003
 d. 720.699.9178

www.livablecitiesstudio.com

From: Arleen Taniwaki <ataniwaki@arlandllc.com>
Sent: Friday, October 25, 2019 4:24 PM
To: 'Jones, Anna' <Anna.Jones@claconnect.com>; Todd Wenskoski <twenskoski@livable-cities.com>
Cc: 'Shannon, Patrick' <Patrick.Shannon@claconnect.com>; 'Suazo, Kathy' <Kathy.Suazo@claconnect.com>
Subject: RE: Rox Meeting Dates

I'll admit that my notes are sketchy on upcoming meetings, because I will likely not be attending. Todd?

Arleen Taniwaki
 ArLand Land Use Economics
 720.244.7678
www.arlandllc.com

From: Jones, Anna [<mailto:Anna.Jones@claconnect.com>]
Sent: Friday, October 25, 2019 3:35 PM
To: Todd Wenskoski <twenskoski@livable-cities.com>; Arleen Taniwaki <ataniwaki@arlandllc.com>
Cc: Shannon, Patrick <Patrick.Shannon@claconnect.com>; Suazo, Kathy <Kathy.Suazo@claconnect.com>
Subject: Rox Meeting Dates

Hi Guys –
 Any chance either of you took notes re potential meeting schedule?
 I had them and now can't find....
 Thanks!
 Anna



Anna Jones, Public Manager
 State and Local Government, CliftonLarsonAllen LLP

Direct 303-793-1478, Mobile 303-931-6134
anna.jones@CLAconnect.com

Main 303-779-5710 x31478, Fax 303-779-0348
 8390 E Crescent Parkway, Suite 500, Greenwood Village, CO 80111
CLAconnect.com

WEALTH ADVISORY | OUTSOURCING | AUDIT, TAX, AND CONSULTING



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

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CliftonLarsonAllen LLP

DRAFT MEMO

Re: Roxborough Village Metropolitan District – Proposed Site Selection Feasibility Study process for pool and/or community facility per 2019 Master Plan results

To: RVMD Board of Directors

From: Scott Barnett P.E.

Date: November 19, 2019

Based upon Board, consultant, and staff meetings related to the 2019 Master Plan and a community interest in a pool and/or community facility, the following is a proposed process to determine site feasibility and cost to develop identified sites located in Roxborough. The four sites have been identified by the Master Plan consultant, Livable Cities Studio and discussed in Board meetings. We are not limited to these sites, but they could work due to existing grading and location. District ownership is desirable, but land purchase might be necessary. MMRE proposes the following steps for the first phase of the study:

1. Provide a detailed exhibit of each property for Board's consideration and overall feasibility.
2. Attend meeting(s) with Douglas County Engineering and Planning personnel to discuss strategies for each site. DC will likely require exhibits in order to initiate a discussion or meeting. DC will provide guidance for all of the sites related to normal development process for each such as a Site Improvement Plan or Location and Extent Application.
3. Attend meeting(s) with property owners (if necessary) to discuss purchasing property.
4. Develop a site survey for each location. A consultant would be hired for this task. (We have successfully used Bell Surveying many times in the past for this type of service for the District.) When appropriate, we can obtain a proposal from them. It likely would need an ALTA survey or similar that also includes utilities.
5. Similarly, a preliminary soil analysis will need to be developed on each of the sites. (We have successfully used Ground Engineering in the past for this type of service.) We can obtain a proposal from them if we decide to move forward.
6. Should any of the properties require that we do site work near the floodplain or wetlands along Little Willow creek, an Environmental Consultant would be required. The need for this will be outlined by meetings with Douglas County Engineering. We have worked with IRIS consulting and ERO Resources for past similar projects. Should we need to go down this path, we would get proposals from one or both of these consultants.
7. MMRE will compile all of the data collected from the above methods in a site by site basis and present it to the Board. MMRE can do this in phases as we go along as it may help the Board make cost saving decisions along the way.
8. Real estate data will also be needed to finalize the study. Katie James will provide input as to her firm's potential role(s) and/or other resources that might be needed.

9. Once the final site has been selected, the Survey consultant will also need to provide a detailed site grading survey including all major surface features and contours. This is also something Bell can do, but only needs to be done on the property that is selected.
10. MMRE can take the project through a Site Application or a Location and Extent process with the County at the appropriate time. We would develop the necessary drawings and take the project through the County process. This process can take some time but the schedule would be outlined by DC at the early stages of this work.
11. Depending on the outcomes of the Master Plan and site feasibility, the Board will need to hire an architect. Phase 1 of the project would be complete, and phase 2 would begin.

If the Board concurs with this suggested process, MMRE will set up an independent project through our Billing program to keep MMRE time and billing for this separate from general District work. This concept has been included as a line item on the 2020 Budget that is being considered at the meeting tonight.

Any proposals by the outside consultants above would be directly to the District and not through MMRE to avoid unnecessary mark up.



Extra Work Proposal

Proposal By:	
Joshua Stroop	
Metco Landscape Inc.	
Proposal Date	11/5/2019

Submitted To:	
Shannon Patrick	

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

Accounting Information	
Job #	19-10-305
AR Cust	ROXBDIST

Extra work proposed as follows:	Qty	Rate	Total
			\$0.00
Installing Christmas lighting per plan as sent over from Patrick on October 7th. This includes material and labor to install. Bid was based on there being accessible power near all locations, if any issues arise we will contact management right away. Lights will be the properties to keep, we can provide storage containers and location for an additional fee.	1	\$13,900.00	\$13,900.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
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			\$0.00

**This work does not include any modifications or repairs to the irrigation system. Any repairs will be billed at contractual T&M rates, or \$65.00/Hour plus materials if no contract is held between Metco Landscape, Inc. and the management company*

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

Client's Signature _____ **Date** _____ **Total** **\$13,900.00**

Extra Work Proposal**11/5/2019**Total: **\$13,900.00****CONDITIONS OF CONTRACT***THESE CONDITIONS ARE A PART OF YOUR CONTRACT.***CONTRACT SPECIFICATIONS & LIMITATIONS**

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

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

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

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

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

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

GUARANTEES

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

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

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

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

TERMS OF PAYMENT/SUSPENSION OF WORK

Invoices will be sent after the contract work is completed, or progress billings will be issued during or at the end of each month through contract completion. Accounts remaining unpaid 30 days past the invoice date will lose the plant guarantee and will be charged interest at a rate of 1.5% per month on the unpaid balance. Accounts remaining unpaid 60 days past the invoice date may result in Metco Landscaping's election to suspend work on the project. Contractor shall recover all expenses incurred in enforcing this agreement, including all collection agency charges, lein fees, court cost, attorney fees, and all expenses incurred in collecting on any judgement.

CANCELLATION

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

DISPUTES

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

PHOTOGRAPHY

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

SIGNAGE

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

UTILITIES/UNKNOWN OBSTRUCTIONS

All reasonable caution will be taken to prevent damage to existing pavement, septic tanks, septic fields and underground utility lines. Underground gas, phone, and electric utilities will be marked by a representative from the utility companies, at the request of Metco Landscape, Inc., prior to any machine excavation. However, Metco Landscape, Inc. will not be held responsible for the accuracy of any utility line marking done by the utility companies. It is the Owner's responsibility to conspicuously mark and advise Metco Landscape, Inc. of the location of any other underground utilities including: drainage pipes, plumbing, irrigation, propane lines, electric dog fence, cable TV, lighting, etc. Any delays in crew time and/or costs involved in repairing unmarked systems are the responsibility of the Owner. The cost of removing or circumventing concealed and/or undisclosed obstructions which prevent installation of the site improvements according to plan shall be charged as an extra to this contract. Examples of such obstructions include ledge rock, very large boulders, buried foundations, buried stumps, septic tanks, driveways/pavement, uncharted utilities, unsuitable soil, etc.

OWNER'S RESPONSIBILITIES

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

From: [Sangster, Jerel](#)
To: [Jones, Anna](#); [Shannon, Patrick](#); [Suazo, Kathy](#); [Williams, Andrew](#)
Subject: Fwd: [External] Toilet and urinal replacement
Date: Wednesday, November 13, 2019 3:24:15 PM

Here is the pricing for the toilet replacements. I asked him to send pictures as well when he got the chance.

Get [Outlook for iOS](#)

From: Sangster, Jerel <Jerel.Sangster@claconnect.com>
Sent: Wednesday, November 13, 2019 3:23:26 PM
To: Ted Tallon <Ted.Tallon@rrsc.com>
Subject: Re: [External] Toilet and urinal replacement

Thanks for the info Ted. I will pass this information along. In the meantime would you happen to have any pictures of the 2 models we're looking at that you can share?

Thanks,
Jerel

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From: Ted Tallon <Ted.Tallon@rrsc.com>
Sent: Wednesday, November 13, 2019 9:27:59 AM
To: Sangster, Jerel <Jerel.Sangster@claconnect.com>
Subject: [External] Toilet and urinal replacement

Think Security! This email originated from an external source.

Hi Jerel, sorry for the delay, I don't know why it didn't go thru. Here are the numbers we are looking at. Hope you are sitting down, lol. The porcelain toilet is \$600, the urinal is \$450. The stainless toilet is \$3,547, the urinal is \$3197. The labor for 2 tech's will be \$4080. So total with porcelain would be \$5150. Stainless is \$10,824. Thanks, let me know if you have any questions. Thanks again, Ted

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METCO LANDSCAPE, INC.

Monthly Maintenance Report for Roxborough Village Metropolitan District

Submitted by: Bill Barr Nov-19 Recipients: Anna Jones, Public Manager

REVIEW OF GANTTED OPERATIONS

Turf
ALL TURF GOING DORMANT FOR THE SEASON

Shrub Beds
ALL SHRUB BEDS ARE BEING CUT BACK ALONG WITH GRASSES ROSES LEFT ALONE TILL SPRING

Trees
TREES ALL LOOK GOOD WE STILL NEED TO HAVE TREES REPLACED BY BAILEY TREE THAT WERE PLANTED EARLY SPRING OF 2019 THAT WERE KILLED OFF BY LATE FROST

Irrigation
ALL IRRIGATION CLOSED DOWN DRAINED AND BLOWN OUT FOR THE SEASON THIS WAS COMPLETED ON 11/7/2019

Site Policing
POLICING CONTINUES ON DOGGY POTS AND TRASH CANS THROUGHOUT METRO DISTRICT THIS IS DONE ON MONDAYS AND HALF DAY ON THURSDAY

Overall Site
OVERALL SITE LOOKS GOOD

Review of Operatons for Upcoming Month:
Schedule, Gantt, special Needs, Concerns, Areas of Focus



METCO LANDSCAPE, INC.

Monthly Maintenance Report for Roxborough Village Metropolitan District

Submitted by: Bill Barr Oct-19 Recipients: Anna Jones, Public Manager

REVIEW OF GANTTED OPERATIONS

Turf
All turf is in good shape going into the winter last mow will be October 22nd

Shrub Beds
Shrub beds have been trimmed and most of the perennials have ben cut back for the season

Trees
Tree look in good shape still need to remove dead ones along Rampart Range road planted last March

Irrigation
Irrigation has been shut down for the season and will be blown out last week of October

Site Policing
Site policing and doggy station and trash continue to be taken care of each week.

Overall Site
Overall if there are any needs or concernes please let me know

Review of Operatons for Upcoming Month:
Schedule, Gantt, special Needs, Concerns, Areas of Focus

Client's Signature _____	Total	\$1,850.00
street, Aurora, CO, 80011	Tel: (303) 421-3100	
_____	Date	_____

Total: **\$1,850.00**

NS OF *This proposal is valid for 60 days. After 60 days, pricing may need to be revised*

CONDITION

Extra Work Proposal 11/14/2019

CONTRACT SPECIFICATIONS & LIMITATIONS

All material is guaranteed to be as specified in

Unit Prices – The Base

Alternates / Time &

Scheduling – Landscape enhancement contracts

Watering and Maintenance

Seeding – Re-seeding or re-sodding of

GUARANT

Our guarantee is

All claims for

Plant Material Guarantee – Metco Landscaping guarantees

We will not guarantee plants damaged or

TERMS

Invoices will be sent after the contract work is completed,

CANCELL

This contract may be cancelled by either party with a 30-

DISPUTES

All disputes shall be

**PHOTOS
TABLE**

Metco
Landscape,

SIGNAGE

By signing
this contract
you, the
Owner, are

UTILITIES/UNKNOWN OBSTRUCTIONS

reasonable
caution will
be taken to
prevent
damage to
existing
pavement,
septic tanks,
septic fields
and

OWNER'S RESPONSIBILITIES

Harmless -
To the fullest
extent
permitted by

RESOLUTION NO. 2019-11-___**RESOLUTION OF THE BOARD OF DIRECTORS
OF ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
DOUGLAS COUNTY, COLORADO****2020 ANNUAL ADMINISTRATIVE MATTERS**

The Board of Directors (the “Board”) of the Roxborough Village Metropolitan District (the “District”) has a duty to perform certain obligations on a recurring basis in order to assure the efficient operation of the District;

THEREFORE, BE IT RESOLVED by the Board as follows:

1. The Board directs the District Manager, to prepare an accurate map as specified by the Division of Local Government of the Department of Local Affairs (the “Division”) for filing with the Division, the Douglas County Assessor, and the Douglas County Clerk and Recorder on or before January 1, 2020, as required by Section 32-1-306, C.R.S.

2. The Board directs the District Manager to file a copy of the Notice required pursuant to Section 32-1-809(1), C.R.S. with the Board of County Commissioners, the County Assessor, the County Treasurer, and the County Clerk and Recorder of Douglas County, Colorado, and the Division as required by Section 32-1-104(2) no earlier than January 1, 2020 and no later than January 15, 2020.

3. The Board directs its accountant to submit a proposed 2020 budget and draft budget message to the Board on or before October 15, 2020. Upon receipt of the proposed budget:

- (a) District Manager shall cause to be published a notice containing the following information:
 - (i) the date, time and location of the hearing at which the adoption of the proposed budget will be considered by the Board;
 - (ii) the location at which the proposed budget will be available for inspection by the public; and
 - (iii) a statement that any interested elector of the District may file any objections to the proposed budget at any time prior to its final adoption by the Board.

(b) The Board directs the District Manager to prepare and, subject to review by District Legal Counsel, submit to the Board forms of resolutions adopting the budget and approving appropriations for the 2020 budget year.

(c) Upon the Board enacting a resolution adopting the budget, and approving appropriations for the 2020 budget year and certifying mill levies pursuant to Section 39-1-111, C.R.S. or Section 39-5-128, C.R.S., the District Manager shall file the certification of mill levies with the Douglas County Board of County Commissioners on or before December 15, 2020, and thereafter, file a certified copy of the adopted budget, and any

amendments thereto, including the budget message, with the Division, and comply with all other requirements of Section 29-1-113, C.R.S.

4. The Board directs the District Manager to prepare and, subject to review by District Legal Counsel, file with the Division a current list of all contracts in effect with other political subdivisions within 30 days after receiving a written request from the Division of Local Government, as required by Section 29-1-205, C.R.S.

5. The Board directs the District Manager to prepare and, subsequent to review by District Legal Counsel, file the annual public securities report for non-rated public securities issued by the District with the Department of Local Affairs no earlier than January 1, 2020, and no later than March 1, 2020, in accordance with Section 11-58-101 to 11-58-107, if required.

6. The Board directs, upon its selection of an auditor, that an audit of the 2019 financial statements be prepared and submitted to the Board before June 30, 2020; further, the Board directs the District Manager to file the audit with the State Auditor by July 31, 2020, as required by Section 29-1-603, C.R.S.

7. The Board directs the District Manager to oversee the preparation of a continuing annual disclosure report, if required, and subject to review by District Legal Counsel, to file the report not later than the date required by any applicable continuing disclosure agreement, in accordance with the Securities Exchange Commission Rule 15c2-12.

8. The Board designates CliftonLarsonAllen LLP as the official custodian of public records, as such term is used in Section 24-72-202, C.R.S.

9. The Board designates the Douglas County News Press as the newspaper of general circulation within the boundaries of the District, and directs that all legal notices shall be published in accordance with Section 32-1-103(15), C.R.S., in the Douglas County News Press.

10. The Board determines that each Board member shall receive the maximum compensation permitted for services as Board members in accordance with 32-1-902(3)(a)(I) & (II), C.R.S.

11. Following the May 2018 regular election, the Board has elected, in accordance with Section 32-1-902, C.R.S., the following officers for the District:

Calvin Brown, President
 Debra Prysby, Vice-President
 Ronald E. Bendall, Secretary/Treasurer
 Steven Sherman, Assistant Secretary
 Edward Wagner, Assistant Secretary

These officers shall serve until their successors are duly elected.

12. The Board reaffirms the current resolution indemnifying Board members, and it shall continue in effect as written.

13. *In accordance with 32-1-903, C.R.S., the Board designates the following locations as posting places for notices of meetings: 1) Roxborough Village Primary School – 8000 Village Circle West, Littleton, CO 80125; 2) Roxborough Library – 8357 North Rampart Range Road, Suite 200, Littleton, CO 80125; and 3) Roxborough Village Intermediate School – 7370 Village Circle East, Littleton, CO 80125.*

14. *The Board determines to hold regular meetings on the third Tuesday of each month at 6:30 p.m. The location of the meeting will be at the Roxborough West Metro Fire Station 15, 6220 North Roxborough Park Road, Littleton, Colorado 80125. The Board directs the District Manager to prepare notices for posting at the specified locations and at the Douglas County Clerk and Recorder’s office, and when the Board intends to make a final determination to issue or refund general obligation indebtedness, to consolidate the District with another special district, to dissolve the District, to file a plan for adjustment of debt under federal bankruptcy law, or to enter into a private contract with a director, or not to make a scheduled bond payment, to set forth such proposed action in such notices.*

16. The Board directs District Legal Counsel to prepare and file with the Board of County Commissioners, if requested, the quinquennial finding of reasonable diligence, in accordance with Section 32-1-1101.5(1.5) & (2), C.R.S.

16. The Board directs the District Manager to prepare and file, if requested and if required by the Service Plan, the special district annual report, in accordance with Sections 32-1-207(3)(c), C.R.S.

17. The District is currently a member of the Special District Association (“SDA”) and insured under the Colorado Special Districts Property and Liability Pool. The Board directs payment of the annual SDA membership dues and insurance premiums in a timely manner. The Board and District Legal Counsel will biannually review all insurance policies and coverage in effect to determine if appropriate insurance coverage and surety bonds are maintained.

18. District Legal Counsel shall prepare and submit to the Colorado State Treasurer any report that is required pursuant to the Unclaimed Property Act, Section 38-13-101 et seq., C.R.S.

Adopted and approved this 19th day of November, 2019 by a vote of ___ for, ___ against, and ___ abstaining.

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

By: _____
Calvin Brown, President

ATTEST:

By: _____
Ronald E. Bendall, Secretary

**RESOLUTION NO. 2019-11-05
OF THE BOARD OF DIRECTORS OF
ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
DOUGLAS COUNTY, COLORADO**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF ROXBOROUGH VILLAGE
METROPOLITAN DISTRICT, DOUGLAS COUNTY, COLORADO, APPROVING AN
AGREEMENT WITH FOLKESTAD FAZEKAS BARRICK & PATOILE, P.C. FOR THE
PROVISION OF LEGAL SERVICES TO THE DISTRICT FOR THE YEAR OF 2020**

WHEREAS, the Board of Directors of Roxborough Village Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"), has made a determination that it would be beneficial to the District to enter into an agreement with the firm of Folkestad Fazekas Barrick & Patoile, P.C. to provide legal services to the District in the capacity of Legal Counsel to the District, for the calendar year of 2020.

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

That the engagement letter from the firm of Folkestad Fazekas Barrick & Patoile, P.C., 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 ____ day of November, 2019, by a vote of ____ for and ____ against.

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

By: _____
Calvin Brown, President

ATTEST:

By: _____
Ronald Bendall, Secretary

EXHIBIT A

2020 ENGAGEMENT LETTER FOR LEGAL SERVICES FROM FOLKESTAD FAZEKAS
BARRICK & PATOILE, P.C.

**RESOLUTION NO. 2019-11-06
OF THE BOARD OF DIRECTORS OF
ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
DOUGLAS COUNTY, COLORADO**

**A RESOLUTION APPROVING RENEWAL OF FOOTHILLS'
INTERGOVERNMENTAL AGREEMENT FOR ROXBOROUGH VILLAGE
METROPOLITAN DISTRICT RESIDENT USE OF FOOTHILLS RECREATION
AMENITIES FOR 2020**

The Roxborough Village Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"), entered into an agreement effective April 1, 2016, with Foothills Park & Recreation District ("Foothills"), attached hereto as Schedule A (the "Agreement"); and

Foothills will continue to provide such services in accordance with the terms of the Agreement; and

The Board of Directors of the District has determined that it is in the best interest of District residents to renew the Agreement and appropriate funds for reimbursement to Foothills, pursuant to Section 7 and Section 5 of the Agreement, respectively.

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

Section 1. The Agreement, in the form attached hereto as Schedule A, is approved for renewal for calendar year of 2020. The officers of the District and the officers of the consultants to the District are authorized to take any actions that are necessary and appropriate with respect to the District's performance of the terms of the Agreement.

APPROVED AND ADOPTED this ___ day of November, 2019, by a vote of ___ for and ___ against.

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

By: _____
Calvin Brown, President

ATTEST:

By: _____
Ronald Bendall, Secretary

SCHEDULE A

Intergovernmental Agreement For Roxborough Village Metropolitan District
Resident Use of Foothills' Recreation Amenities

**RESOLUTION NO. 2019-11-08
OF THE BOARD OF DIRECTORS OF
ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
DOUGLAS COUNTY, COLORADO**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF ROXBOROUGH VILLAGE
METROPOLITAN DISTRICT, DOUGLAS COUNTY, COLORADO, APPROVING AN
AGREEMENT WITH CLIFTONLARSONALLEN, LLP FOR THE PROVISION OF
PROFESSIONAL MANAGEMENT SERVICES TO THE DISTRICT FOR THE YEAR
OF 2020**

WHEREAS, the Board of Directors of Roxborough Village Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"), has made a determination that it would be beneficial to the District to enter into an agreement with the firm of CliftonLarsonAllen, LLP to provide management services to the District in the capacity of District Manager to the District, for the calendar year of 2020.

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

That the engagement letter from the firm of CliftonLarsonAllen, LLP, 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 ____ day of November, 2019, by a vote of ____ for and ____ against.

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

By: _____
Calvin Brown, President

ATTEST:

By: _____
Ronald Bendall, Secretary

EXHIBIT A

2020 ENGAGEMENT LETTER FOR MANAGEMENT SERVICES FROM
CLIFTONLARSONALLEN, LLP

**RESOLUTION NO. 2019-11-08
OF THE BOARD OF DIRECTORS OF
ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
DOUGLAS COUNTY, COLORADO**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF ROXBOROUGH VILLAGE
METROPOLITAN DISTRICT, DOUGLAS COUNTY, COLORADO, APPROVING AN
AGREEMENT WITH CLIFTONLARSONALLEN, LLP FOR THE PROVISION OF
ACCOUNTING SERVICES TO THE DISTRICT FOR THE YEAR OF 2020**

WHEREAS, the Board of Directors of Roxborough Village Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"), entered into an agreement effective March 15, 2016, with the firm of CliftonLarsonAllen, LLP ("CLA") to provide accounting services to the District in the capacity of Accountants to the District.

CLA will continue to provide such services in accordance with the terms of the Agreement effective March 15, 2016; and

The Board of Directors of the District has determined that it is in the best interest of the District residence to renew the Agreement with CLA for the calendar year of 2020.

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

That the Accounting Services Agreement dated March 15, 2016 from the firm of CliftonLarsonAllen, LLP, is hereby approved for renewal for the calendar year of 2020. The officers of the District are hereby authorized and directed to execute this Resolution Approving the Renewal, on behalf of the District.

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

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

By: _____
Calvin Brown, President

ATTEST:

By: _____
Ronald Bendall, Secretar

AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES

AND SERVICES PERFORMED UNDER WORK ORDERS

Effective as of January 1, 2020

BETWEEN

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT,
a quasi-municipal corporation and political subdivision of
the State of Colorado organized pursuant to Title 32 of
the Colorado Revised Statutes
(the "District")

and

METCO LANDSCAPE, INC.,
a Colorado corporation
(the "Contractor")

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EXHIBITS ATTACHED:

- EXHIBIT A: Map-Landscape Areas-Property
- EXHIBIT B: Property
- EXHIBIT C: Standard Landscape Services
- EXHIBIT D: Landscape Maintenance Map
- EXHIBIT E: Special Services

**AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES
AND SERVICES PERFORMED UNDER
WORK ORDERS**

This Agreement for Landscape Maintenance and Services Performed under Work Orders (“Agreement”), effective as of January 1, 2020 (the “Effective Date”), by and between Roxborough Village Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado organized pursuant to Title 32 of the Colorado Revised Statutes (the “District”), and METCO LANDSCAPE, INC., a Colorado corporation (the “Contractor”).

I. SCOPE OF SERVICES:

1.1 Landscape Maintenance: This Agreement provides for the maintenance, care and repair of certain landscaped areas within the District as shown on **Exhibit A**, and described on **Exhibit B**, attached hereto and incorporated herein by reference (the “Property”). The maintenance, care and repair services to be provided by the Contractor within the Property are described herein, and in **Exhibit C** attached hereto and incorporated herein by reference (collectively the “Standard Landscape Services”). Special landscape services (“Special Services”) are described in Article IV.

1.2 Services Performed Under Work Orders: The terms of this Agreement shall apply to any services or work performed by the Contractor pursuant to a Work Order approved by the District (the “Work Order”).

Standard Landscape Services, Special Services and services performed pursuant to any Work Order may be collectively referred to herein as the Services.

II. TERM:

The term of this Agreement shall be from January 1, 20~~19~~²⁰ to December 31, 20~~19~~²⁰.

III. STANDARD LANDSCAPE SERVICES:

The frequency and/or number of times per year that the Contractor is to provide the Standard Landscape Services are set forth in **Exhibit C**. A map depicting the areas to provide the Standard Landscape Services is described in **Exhibit D** (the “Landscape Maintenance Map”). If the District requests that any landscape services be performed more often than set forth in **Exhibit C**, such service shall be performed pursuant at the rates set forth in **Exhibit E** - Special Services, attached hereto and incorporated herein by reference.

3.1 Irrigated Turf, Non-Irrigated Turf and Native Grass Care. Turf care consists of mowing, irrigation, fertilization and herbicide application to maintain healthy turf at all times.

a) Mowing of Irrigated Turf Areas. Irrigated turf areas shall be mowed as necessary to maintain a turf height of approximately 2³/₄ - 3³/₄ inches during the growing season. All rights-of-way between the back of curb and a fence shall be considered irrigated turf. If a road right-of-way is adjacent to a non-irrigated turf or a native grass area, Contractor shall maintain a four foot strip at the back of curb, as if it were a turf area. Mowing equipment and patterns shall be employed to permit recycling of clippings where possible. Excess clippings shall be removed from sidewalks and drives. Blades on all equipment shall be sharp to prevent tearing of the grass blades. Drought conditions may necessitate less frequent mowing per approval of the District Manager.

b) Mowing of Non-Irrigated Turf and Native Grass Areas. Non-irrigated turf and native grass areas shall be mowed six (6) times per season, or as necessary at the discretion of the Board, to maintain a height of eight inches (8"). Non-irrigated turf and native grass areas shall be left to go to seed at least twice during the calendar year.

c) Trails Through Non-Irrigated Turf and Native Grass Areas. Non-irrigated turf and native grass areas on either side of trails shall be mowed to a width of four feet (4') at a minimum of one (1) time per month or as required to maintain a height of four inches (4").

d) Trimming. All irrigated turf areas shall be trimmed after each mowing to provide a well-groomed appearance. This shall include all fence lines and vertical elements.

e) Edging. During the mowing season, edging shall be performed along all sidewalks, walkways, drainage ways, streets, curbs and planting beds to maintain a well-groomed appearance. Such edging shall be performed at least monthly and at a minimum of seven (7) times per year. Notwithstanding the foregoing, edging shall be performed along all drainage ways and streets at least monthly. Should more frequent edging be required to maintain a well groomed appearance, Contractor shall provide a written proposal for such additional edging to the District Manager.

f) Fertilization. Irrigated turf areas shall be fertilized with a high quality, well-balanced fertilizer three (3) times each season. Non-Phosphorous fertilizer shall be used. The first application shall consist of ½ pound of nitrogen per 1,000 square feet, at least 40% of which shall be slow release nitrogen. This application shall contain a pre-emergent herbicide to control annual grassy weeds. Each subsequent application shall be 1 pound of nitrogen per 1,000 square feet, at least 40% of which shall be slow release nitrogen and shall also contain at least 1% iron. All fertilizer shall be blown from sidewalks to minimize staining.

g) Aeration. The Contractor shall aerate all irrigated turf areas to open the turf for fertilizer, air and water two (2) times each year. The first aeration shall be completed before the first fertilization. Irrigated turf areas will be watered thoroughly prior to aeration and fertilized immediately thereafter with an appropriate fertilizer. The Contractor shall use only a closed coring tine. Prior to aeration the Contractor shall flag all sprinkler heads and valve boxes to minimize damage. Plugs shall be left on irrigated turf areas to assist in

breaking down of thatch. Additionally, the Contractor shall aerate selective areas near the end of the growing season. Selective areas shall include south facing slopes, heavy use areas and areas of unusually tight soil.

h) Leaf Removal. The Contractor will collect and remove large accumulations of leaves during the month of November or after 90% leaf drop. Timing of collection and removal shall be weather dependent.

i) Unusual Conditions. Whenever the Contractor observes any condition which Contractor believes may be detrimental to healthy turf growth, such conditions shall be immediately reported to the District Manager along with a recommendation of corrective action.

3.2 Tree and Shrub Care. The Contractor shall familiarize themselves with the numbers, locations and types of trees and shrubs within the District. Tree and shrub care shall maintain and promote healthy growing conditions and shall include pruning and wound repair, fertilization, insect control, disease control, and other maintenance measures as necessary. The maximum overall tree/shrub height for pruning and removal shall be ten (10) feet.

a) Pruning Trees. The Contractor will not prune trees unless the Contract is amended to include such work.

b) Pruning Shrubs. The objective of shrub pruning is the same as for trees, to promote healthy plants and a pleasing appearance. Shrubs shall not be shaped into a box or ball-like appearance. Shrubs will be thinned as necessary to retain dense foliage, quality flowers, and a healthy natural appearance.

c) Pruning of Conifer Trees. Conifer trees shall be thinned and shaped as necessary in accordance with the provisions of Section 3.2 (a).

d) Additional Pruning and Removal of Trees or Shrubs. Pruning of trees or shrubs having a height in excess of 10 feet, or removal of any trees or shrubs shall be a Special Service to be approved by the District Manager.

e) Dead Plant Materials and Replacement of Plants. All dead plant materials shall be removed and properly disposed off-site within one (1) week of determination of death. Contractor shall immediately provide a quote to the District Manager to replace such plants.

f) Wrapping. Trees having equal to or less than 6" caliper shall be wrapped in the fall and unwrapped in the spring.

3.3 Mulch and Mulch Beds. Organic mulches, including wood and bark chips shall be utilized in non-turf flower bed areas.

a) Protective Rings. All trees and shrub beds shall be protected from maintenance equipment by use of a mulch bed and/or other protection, as approved by the District

Manager.

b) Application. Certified weed-free shredded wood mulch shall be reapplied each season after the first herbicide application. This shall include all tree protection rings, shrub beds, ground covers, annual and perennial beds.

c) Maintenance. All mulched areas shall be edged or re-edged prior to application of mulch to provide natural containment.

3.4 Ground Cover and Flower Beds. The appearance and health of ground cover shall be maintained by adhering to the following practices:

a) Weed Control. Weeds shall be controlled by use of a pre-emergent herbicide or selective systemic herbicide. The manufacturer and formulation of herbicides will be coordinated with the District before use. Weeds shall be hoed as little as possible to minimize damage to plant root systems.

b) Mow Strips. Hand weed four (4) times per season, and spray Round-up herbicide two (2) times per season.

c) Flower Care. Pinch back dead blooms as required and hand weed as required to maintain beds in a weed-free condition.

3.5 Natural Areas. Non-irrigated natural areas such as Willow Creek and Little Willow Creek shall be mowed as needed (but not less than five (5) times per season) to maintain vegetation height of less than 8 inches. All portions of the natural areas that can be reasonably accessed by equipment shall be mowed. Particular attention shall be paid to controlling vegetation height and weed growth boarding adjacent residential properties.

a) Trash Pick-up. Trash in non-irrigated natural areas shall be picked-up weekly, as set forth in **Exhibit C**.

b) Watering Trees. Trees in non-irrigated natural areas shall be watered when natural moisture is not adequate to sustain healthy conditions.

3.6 Integrated Pest and Weed Management. If requested, the Contractor shall assist the Board of Directors of the District (the "Board") to develop policies to apply the principles of Integrated Pest Management (IPM). This includes informing the Board of modifications and additions to the prevention strategy and schedule of regular cleaning and maintenance; regular monitoring to detect problems early; choosing the most effective options with the least risk to people and the environment; using biological methods that will result in long-term solutions; and minimizing the use of pesticides and insecticides. The Contractor is to provide the Standard Landscape Services described in this Agreement but is to alert the Board of all effective alternatives to chemical applications available. Control and/or elimination of, but not limited to, Canada thistle, musk thistle, scotch thistle and knapweed is of particular concern and shall be included with the IPM.

a) Weed Control. The Contractor shall spray all irrigated turf with a broad-spectrum broadleaf herbicide two (2) times per season with follow-up spot application as required. Prior to such application, the Contractor shall submit the proposed herbicide to the District for approval. Application of pre-emergent herbicide shall be completed before May 1 of each year; second application of pre-emergent or application of post-emergent control of broadleaf weeds will be performed if necessary and is to occur late June to first week of July of each year. The Contractor shall perform manual removal of weeds as needed. Any non-irrigated turf and native grass areas shall be sprayed with broadleaf herbicide-approved for such use by the Colorado Department of Agriculture by the 15th of May each year, with follow-up spot applications as required. Spot treatment of weeds emerging from paved and pebbled walks will be performed as necessary.

3.7 Irrigation System Operation and Maintenance. The Contractor will provide one (1) on-site Maintenance Technician on the Property to monitor and check the irrigation system, as well as make all repairs for twenty (20) hours a week for twenty-eight (28) weeks beginning April 1, 2019. The Maintenance Technician's main duty will be to check the operation of each sprinkler zone on a weekly basis, to verify that all control valves and heads are functioning properly and that there are no leaks or other conditions, which may require repair, to make adjustments, and clean nozzles as described in paragraph 3.7 (b). All controller enclosures shall be opened and visually inspected. The Technician is also responsible for making all repairs and control system adjustments.

The Contract price includes all twenty (20) hours of weekly maintenance services. Contractor agrees that the irrigation hours provided by Contractor, up to eighty (80) hours per month, will be applied by Contractor to any irrigation work performed for the District. Once all irrigation hours have been applied, additional irrigation hours shall be billed in accordance with **Exhibit D** and submitted to District for approval in accordance with the terms of this agreement. If any of the eighty (80) hours per month remain unused at the end of the month under the terms of this agreement, Contractor will credit the District any remaining hours on the next and subsequent work orders submitted for irrigation services. Contractor and District intend that District shall receive the benefit of all eighty (80) hours per month whether or not such benefit is realized within the month of service, or within subsequent months.

Damage to heads caused by mowing operations shall be repaired at Contractor's expense. Operation and maintenance of the irrigation system shall include the following:

a) Activation of Irrigation System. System damages caused by other than system shutdowns will be reported to the District and repair estimates shall be approved by the District before initiating repair work. Each spring on a date to be determined by the Contractor, the irrigation system shall be activated. Any system damages which have resulted from improper shutdown the previous fall shall be repaired at the expense of the Contractor. System damages caused by other than system shutdown will be brought to the attention of the District and approved before initiating work. The Contractor shall at all times exercise its best efforts to operate the irrigation system to conserve water resources of the owner.

b) Inspection. Inspection and adjustment of the system will be performed with particular attention paid to irregular water distribution patterns. Control enclosures will be opened and visually inspected between start-up and winterization to ensure water is being distributed as intended.

c) Sprinkler Heads. Plugged sprinkler heads shall be cleaned and pattern adjustments made as necessary.

d) Sprinkler Clock Timing. The Contractor shall make required adjustments in the computer program to optimize the application of water for each individual zone. Further adjustments throughout the watering season shall be performed as needed to adjust for precipitation and fluctuations in the evapo-transpiration rate.

e) Drip Irrigation System. The Contractor shall walk through all planting beds watered with drip irrigation and check for visible signs of plant stress. If stressed plant material is located, the Contractor shall inspect for proper system operation and repair as necessary.

f) System Repairs. The Contractor will check the system at the beginning of the watering season to identify broken equipment and provide a Work Order for the cost of repairs to the District Manager. The Contractor shall be responsible for repairs of all sprinkler system damage, which are the result of Contractor's operations. Minor irrigation system repairs and adjustments such as nozzle replacement, head alignment and clock adjustment shall be performed as part of the basic services and the District shall be billed for materials only. The need for major irrigation system repairs which are not caused by the Contractor shall be approved by the District and billed on a time and material basis. Such work may include clearing of plugged lines, relocation of the system, system additions, locating valves and clock or electrical work. Prior to the initiation of such work, written approval must be obtained from the District Manager or by the Board if deemed necessary by the District Manager.

g) Backflow Inspection. The Contractor shall inspect and certify backflow prevention devices annually. The Contractor shall file all certification forms as required and provide copies to the District Manager.

h) Winterization of Sprinkler Systems. When deemed appropriate by the Contractor, the sprinkler system shall be winterized. Winterization shall include voiding all lines of water using compressed air or other methods approved by the District. The Contractor shall also perform other tasks as necessary to winterize controllers, and other system components.

i) Locates. The District Engineer is the contact person for the UNCC locate service for the District. If the District Engineer requires the irrigation system to be located in a particular area, the Contractor will be notified in writing by email of such requirement. The District shall compensate the Contractor for locates, based on the rates set forth in **Exhibit E** - Labor Supervisor Rate. If a third party requests a locate, the Contractor shall obtain approval from the District Manager before providing same.

j) Locates and Accuracy. If necessary, the Contractor shall be responsible for contacting the local utility location services for underground line locations. The Contractor shall not be responsible for the cost of repairing any underground utilities, and underground service lines which are not located and marked by the local utility location services. These would include, but are not limited to, invisible dog fences, cable TV, security lines, irrigation or lighting systems, gas barbecue lines, and pool equipment lines, of which the Contractor does not have prior knowledge, or which have not been located by the utility location service.

k) Pond Depth and Consumption Monitoring. The Contractor shall inspect irrigation pond (Crystal Lake in Arrowhead Shores) weekly and monitor its depth. Pond depth shall be compared to consumption rates on a monthly basis. The Contractor shall relay monthly consumption to the District Engineer. Water depth must be maintained to a minimum level of two (2) inches above the base of the stone band surrounding the pond. The Contractor shall include this information in its written report to the District Manager that is submitted on the second Tuesday of each month. The District Manager will inform the Contractor as soon as possible if additional water is to be purchased by the District or if modifications to the irrigation schedule are required.

l) Pump Inspections. The District Engineer is responsible for scheduling routine maintenance and upgrades to the Irrigation Pump Station located within the limits of the fence at the site on Crystal Lake. Irrigation pumps shall be inspected weekly during the irrigation season by Contractor and any concerns forwarded to the District Manager and District Engineer as soon as practicable.

3.8 Facilities Maintenance. The following Standard Landscape Services shall be performed on the District's facilities during the period from January 1 through December 31, 2019.

a) Tennis Courts/Basketball Courts. Provide a time and materials cost for washings that may be requested by the District. Clean off animal waste weekly. Sweep or blow debris off courts weekly

b) Volleyball Courts. At the beginning of the active season (April/May) inspect the courts for low spots and appropriate depth. Any additional material, if needed to maintain depths, shall be performed by a separate Work Order. Rake smooth sand surfaces. Removal of animal waste weekly.

c) Skate Parks. At the beginning of the maintenance season (April) high-pressure hose wash all surfaces once. Provide a time and materials cost for additional washings that may be requested by the District. Clean off animal waste weekly. Sweep or blow debris off park weekly. Report any damage or graffiti to District Manager immediately.

d) Bicycle Paths. Sweep or blow debris off bicycle paths, as needed.

e) Dog Waste Dispenser Stations. Inspect dog waste dispenser stations a twice weekly basis year around. Fill dispensers as needed.

f) Playground Areas. Pick up trash and remove animal waste weekly. Rake materials to a 9" depth under swings and slide. Report any damage or graffiti to the District Manager immediately.

g) Trash Pickup. Pick up all trash accumulated around courts, play areas, mulch beds, walks and paths, and pond perimeters weekly. Pick up trash in mow areas prior to mowing.

h) Sidewalks. Sweep or blow debris off sidewalks within pavilion area weekly. Provide a proposal for full sidewalk sweepings that may be requested by the District.

i) Ponds. Trash pickup on the edge of the ponds. Trash and debris collecting within the irrigation pond (Crystal Lake in Arrowhead Shores neighborhood) and the detention ponds (Willow Creek drainage) shall be removed with emphasis around storm drain outlets. This may require the use of small non-motorized watercraft.

3.9 Trash Pickup. Trash pickup and removal shall be the responsibility of the Contractor. All trash receptacles shall have an internal removable can and a plastic removal liner (trash bag). It shall be Contractor's responsibility to ensure that these are in place. When a trash receptacle has a removable lid, it shall be Contractor's responsibility to ensure that the lid is properly in place and secured with a locking cable. Contractor shall order and stock all materials at Contractor's cost. The Contractor shall pickup and remove trash from the site per the following seasonal schedule and pursuant to the following guidelines:

a) Summer (April 1 through October 15). Each week prior to mowing the Contractor shall pick up trash and litter on the Property and adjacent streets. Trash receptacles shall be emptied twice weekly as set forth in **Exhibit C** with extra pickups the last working day before and the first working day after the following holidays: Memorial Day, Labor Day and Independence Day. Trash shall be disposed of as directed by the District. The Contractor shall provide a fixed price per receptacle for additional trash pickups as required by the District Manager.

b) Winter (January 1 through March 31 and October 16 through December 31). During the winter months the Contractor shall pick up trash on all Property on a weekly basis. Contractor shall pick up all trash accumulated around courts, play areas, mulch beds, walks and paths, and pond perimeters.

c) Ponds. Trash pickup on the edge of the ponds should be considered part of the weekly duties of Contractor outlined above. Trash and debris collecting within the irrigation pond (Crystal Lake in Arrowhead Shores neighborhood) and the detention ponds (Willow Creek drainage) shall be removed twice per year (May and November). This may require the use of small non-motorized watercraft. Contractor shall provide fixed price for additional clean-ups as directed by the Board.

3.10 Contractor Water. All water required for application of fertilizers, weed control products and any other products requiring water for application to the Property shall be provided

at no cost to the Contractor. The District Manager will designate the location(s) at which the Contractor may obtain water.

3.11 Damage to Landscape Improvements. The Contractor shall provide protection to any material, trees, shrubs, fences, or other landscape improvements (collectively, the “Landscape Improvements”) that may be subject to repetitive contact with maintenance equipment.

At all times the Contractor shall be alert for damages to any Landscape Improvements, including but not limited to plant stock, turf, ground cover, benches, trash receptacles, play equipment, shelters, irrigation equipment, regardless of cause, including, but not limited to, fertilization, fungus, disease, irrigation, improper maintenance, storm damage or vandalism. When such is identified, the Contractor shall immediately notify the District Manager of the condition and recommend corrective action. Any Landscape Improvements damaged by Contractor’s operations shall be repaired or replaced at the expense of the Contractor.

Any landscape improvements having sustained damage prior to the commencement of the term of this agreement shall be documented in writing to the District Manager and shall include print or digital photographs where appropriate.

The fences along the major roads (Village Circle East, Village Circle West, Rampart Range Road) are not owned by the District. They are owned and maintained by individual landowners. Fence issues such as fences falling into the Property shall be brought to the attention of the District Manager.

3.12 Winter Services. During the winter months of January, February, March, October, November and December, the Contractor shall provide the following services:

- a) Winter Watering. Should there be extended periods of drought which may lead to plant or tree stress, such plants and trees shall be watered as recommended by the Contractor and approved by the District Manager. Ground cover areas shall be watered lightly if so warranted for a pre-approved additional fee, billed separately.
- b) Winter Watering Turf. Turf shall be watered as far into the fall as weather will permit. Should there be extended dry periods during the winter, turf shall be watered either by pressurizing the sprinkler system and then re-winterizing or irrigating turf area using hoses attached to fire hydrants for an additional fee, billed separately.
- c) Deep Root Watering. Four (4) times during non-irrigated season, hand watering of trees and shrubs will be performed with a root feeder to the appropriate depth for the specific plant.

3.13 Changes. The District may authorize changes in the Standard Landscape Services, order additional services, or order deletion of certain Standard Landscape Services previously ordered, (the “Changes”). The Contractor will not proceed with any Change without prior written authorization by the District Manager. Promptly after the District Manager informs Contractor of a requested Change, the Contractor will deliver to the District Manager a written statement setting forth the estimated cost of the requested Change or credit to the District, as applicable. Upon

written approval by the District Manager of Contractor's written estimate, the Contractor shall proceed with the Change and Contractor's compensation will be appropriately increased or decreased.

IV. SPECIAL SERVICES:

From time to time the District may request that the Contractor provide Special Services not included within the scope of the Standard Landscape Services. Prior to providing any Special Services, the Contractor will obtain approval from District. Special Services shall be provided in accordance with the rates and charges listed in **Schedule D**, pursuant to an approved Work Order. In addition, Work Orders may include services not otherwise described in this Agreement.

V. GENERAL PROVISIONS:

5.1 Attendance at Board Meetings and Reports to District Manager. Attendance at Board meetings by the Contractor is mandatory during the term of this Agreement. A summary report of all activities for the prior month shall be submitted to the District Manager by the second Tuesday of the month in a form defined in paragraph 6.1 of this Agreement. An agenda for the upcoming District Meeting shall also be submitted to the District Manager by the second Tuesday of the month. Contractor's employee Randy Morrow shall be the dedicated Account Manager for the District during the term of the Agreement.

If the Contractor cannot resolve questions concerning responsibility for damage, repair, cost and interpretation of the provisions of this Agreement with the District Manager, the Contractor may meet with the Board.

5.2 Contractor's Duties. The Contractor will render the Services as follows:

a) **Professional Standards.** The Services will be performed by the Contractor in accordance with the generally accepted standards of care, skill, diligence and professional competence applicable to contractors engaged in providing similar services at the time and place that the Services are rendered. Except as otherwise set forth herein, the Contractor shall be responsible to repair, at its cost, any damage caused by its employees, agents, or subcontractors while performing the Services.

b) **Quality Assurance.** The Contractor shall provide a schedule of all maintenance-related activities planned during the contract period with notations of season requirements. The Contractor shall submit with the maintenance schedule all product data for materials such as fertilizers, pesticides, etc. In order to expedite minor but necessary work and repairs that are not a part of the base contract, the Contractor is authorized to spend a maximum of \$300 per incident without prior authorization. All larger repairs or maintenance items shall be brought to the attention of the District Manager for review and may require Board approval.

c) Performance During Term. The Contractor will commence performing the Standard Landscape Services on the first day of the term of this Agreement, and will thereafter continually and diligently perform the Standard Landscape Services, and the Special Services requested by the District throughout the term of this Agreement.

d) Compliance with the Law. The Contractor will, at its own expense, throughout the term of this Agreement, comply with all federal, state, and local laws, statutes, ordinances, codes, regulation, requirements, guidelines, court rulings and orders of all governmental authorities applicable to services performed by the Contractor under this Agreement, including but not limited to employee safety.

e) Personnel. The Contractor represents that all of its personnel who will perform any services under this Agreement, have received the information, instructions, and training required to provide such services, including training to prevent harm to such personnel, residence and members of the public who may be in the vicinity.

f) Licenses. The Contractor and all of its employees performing tasks that require licensing are licensed to the extent required by all Applicable Law and will, at Contractor's cost, maintain such licensing throughout the term of this Agreement. Such licenses include any requirements set forth by the State of Colorado and Environmental Protection Agency.

g) Mechanics' and Materialmen's Liens. The Contractor will (i) make timely payments to Contractor's employees, subcontractors and/or suppliers, and (ii) be responsible for satisfaction of any liens and encumbrances which are filed or asserted against the District and/or the Property which liens result from the services performed by the Contractor under this Agreement. If any lien is filed claiming by, through or under the Contractor or the services performed by the Contractor, the Contractor will cause such lien to be discharged or bonded within 10 days after its filing. If the Contractor fails to cause such lien to be discharged or bonded within such ten (10) day period, the District, in addition to any other available remedy, may bond or discharge the lien and, at District's discretion, deduct its costs incurred, including attorneys' fees and interest at the rate of twelve (12%) percent per annum from the due date, from any payments due the Contractor or invoice the Contractor for the amounts paid, which invoice shall be due and payable upon ten (10) days after receipt. Contractor's obligations in this subsection shall not apply if the District has not made payment to Contractor for the services performed.

~~h) Hours of Operation – Power Equipment. The Contractor shall not use power equipment within one hundred (100) yards of any residence prior to 7:00 a.m. during the week (Monday through Friday) or prior to 8:00 a.m. on weekends (Saturday and Sunday) or on state observed holidays.~~

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VI. TERMS OF PAYMENT:

6.1 Request for Payment. During the term of this Agreement the Contractor shall submit to the District Manager by the second Tuesday of the month a standard pay request form

attached to a report detailing the following:

- Maintenance log – Standard Landscape Services performed during the previous month including but not limited to:
 - Locations
 - Time and rate per hour of each employee (if applicable)
 - Quantities of materials used in the work performed
 - Reason for work performance
- Detail of problems encountered and corrective action taken or proposed to be taken
- Special Services recommended to be performed during the following month and reason for performance
- If taken, payment requests for Special Services performed and supporting documentation
- Water consumption and pond depth report
- Maintenance inspection report discussing (but not limited to) the following:
 - Turf
 - Planting beds
 - Trees
 - Shrubs
 - Water management
 - Safety conditions
 - Appearance
 - Follow up items for the following month
 - Irrigation System Operation
- Services performed during the previous month pursuant to an approved Work Order.

Any failure to timely provide the foregoing detailed pay request form and report may delay payment up to the next monthly District Meeting.

6.2 Contract Amount. All labor, equipment and material necessary to perform the Standard Landscape Services for the District’s fiscal year shall be provided for the sum as referenced in **Exhibit C** and be paid in 12 equal monthly installments beginning in January. Each subsequent payment shall be made on the first business day of each successive month through December.

6.3 Documentation. To the extent that the Contractor performs Special Services pursuant to a Work Order, the Contractor will retain during the term of this Agreement and for the longer of (i) two (2) years after the completion of the Work Order, or (ii) until the final resolution of any outstanding dispute between the District and Contractor, Contractor’s internal books and records pertaining to Special Services and Work Orders, which shall be kept in sufficient detail and condition to permit periodic audits of such books and records by the District and the Contractor. The Contractor will, upon request, provide time records and/or records of services performed under the Work Order shown on any invoice.

6.4 Special Services. The Contractor shall submit invoices for all Special Services to the District Manager within thirty (30) days of performing the work. Payments will be made to the Contractor by the last day of the month following the month in which the invoice is approved for payments by the Board of Directors of the District. The District is exempt from Colorado state and local sales and use taxes. Contractor's invoices shall not include any sums for such taxes.

6.5 Chatfield Farms. All invoices for the Services performed shall separately identify the cost of any Services performed within the Chatfield Farms areas shown on **Exhibit A**, and described on **Exhibit B**.

6.6 Service Charges. A service charge of 1% per month will be added to all balances not paid by the last day of the month following the month in which the invoice is approved for payment by the District Manager. This represents an annual rate of 12%. In addition to all service charges, there shall also be paid the reasonable cost of collection, including attorneys' fees and court costs.

VII. TERMINATION/CANCELLATION:

7.1 Termination by the District. Contractor agrees that as partial consideration for the District's entering into this agreement that the District has the right to terminate this agreement as follows:

If the Board determines, in its sole and subjective discretion, that the Contractor has failed or is failing to provide the Services in accordance with the terms of this Agreement, and such failure constitutes a material default by the Contractor of its obligation under this Agreement, the District may terminate this Agreement, upon such terms and within such time period as specified in a Notice of Termination delivered by the District Manager to the Contractor. Such Notice of Termination shall give thirty (30) days notice of such termination to the Contractor.

If the Board determines that the Contractor is in material default of the terms of this Agreement, the notice of termination shall so specify and in such case, no notice is required to be given prior to the Notice of Termination.

Notwithstanding the foregoing, if the District in its sole and subjective discretion determines that it would prefer for Contractor to remedy any failure to provide services, the Board may instead of a Notice of Termination, deliver to the Contractor a Notice of Deficiency. Such Notice of Deficiency shall identify any dissatisfaction by the District with the Contractor's performance of its obligations under this agreement. The Contractor shall have thirty (30) days from the effective date of the Notice of Deficiency, to satisfy the Board that it has or will take appropriate action to address the matter(s) identified in the Notice of Deficiency. Should the Contractor satisfy the Board's dissatisfaction through its correction per the Notice of Deficiency, then this agreement shall remain in full force and effect. At all times the Board shall retain the right to provide Notice of Termination as provided herein. If District terminates this Agreement for any reason, it shall pay Contractor in full for any Services performed pursuant to the Agreement up to the date of termination. Such payment shall be made in accordance with Section 6 herein.

7.2 Termination by Contractor. Contractor may terminate this Agreement with 30 days notice to the District for the District's willful breach of Section 6 herein, provided that Contractor is not in default under Section 6.

7.3 Attorneys' Fees. If any legal action is brought by either party to enforce the terms of this Agreement, the prevailing party in such action will be entitled to attorneys' fees, and costs in addition to any other relief to which such party is entitled.

7.4 Remedies Cumulative. Unless otherwise expressly limited in this Agreement, District's rights and remedies set forth herein will be in addition to, and not in limitation of, any rights and remedies otherwise imposed or available under applicable law.

7.5 Survival of Provisions. Termination of this Agreement for any reason will not affect (i) any right or obligation of either party which accrued or vested prior to such termination, or (ii) any continuing obligation, liability or responsibility of the Contractor, including without limitation Contractor's indemnity, and warranty obligation(s) under this Agreement.

VIII. INDEPENDENT CONTRACTOR:

It is the express intention of the parties that the Contractor is not employed by the District but is an independent contractor. Any agent or employee of the Contractor shall never be deemed to be an employee or agent of the District. The manner and means of providing the Services are under the sole control of the Contractor. The payment or withholding of any federal, state, and local taxes for the Contractor, its employees or agents shall be the responsibility of the Contractor. As an independent contractor, the Contractor shall be responsible for complying with all applicable workers' compensation law concerning itself, its employees, agents and subcontractors. Contractor shall furnish all supervision, labor, materials, tools and equipment necessary to perform its obligations under this agreement.

IX. ILLEGAL ALIENS:

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

9.1 Employment or Contracting With Illegal Aliens. The Contractor hereby certifies that it shall not knowingly employ or contract with an illegal alien who will perform the Services under this Agreement, or knowingly contract with a subcontractor that fails to certify to the Contractor that such subcontractor does not knowingly employ or contract with an illegal alien to perform the Services under this Agreement.

9.2 Verification Regarding Illegal Aliens. The Contractor hereby represents, warrants, and agrees that the Contractor will participate in the E-Verify Program or the Department Program established pursuant to the requirements of C.R.S. § 8-17.5-102 (5)(c), which may be collectively referred to as the "Employment Verification Programs", in order to confirm the employment eligibility of all of its employees who are newly hired for employment to perform the

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

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

9.4 Duty to Terminate a Subcontract. If the Contractor obtains actual knowledge that a subcontractor performing the Services knowingly employs or contracts with an illegal alien, the Contractor shall:

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

b) terminate the subcontract with the subcontractor if, within three (3) days of receiving notice required pursuant to C.R.S. § 8-17.5-102(2)(b)(III)(A) that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien, the subcontractor does not stop employing or contracting with the illegal alien.

The Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

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

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

9.7 Notification. The District shall notify the office of the Colorado Secretary of State if the Contractor violates a provision of this Agreement required pursuant to C.R.S. § 8-17.5-102(2), and the District terminates the Agreement for such breach. The District will notify the Colorado Secretary of State if a court made such a determination.

9.8 Participation in Employment Verification Program. If the Contractor participates in the Department Program, it shall (i) notify the District of its participation, and (ii) within twenty (20) days after hiring the Newly Hired Employee, provide a written, notarized copy of the affirmation to the District pursuant to the requirements of C.R.S § 8-17.5-102(5)(c)(II) stating that the Contractor has examined the legal status of the Newly Hired Employee. The Contractor hereby consents to audits conducted by the Colorado Department of Labor and Employment to review documents required pursuant to C.R.S § 8-17.5-102(5).

X. INDEMNITIES AND WAIVERS:

10.1 Definitions.

a) Parties. The “Contractor Parties” are the Contractor, its officers, members, partners, agents and employees, subcontractors and all other persons and entities over whom the Contractor exercises control or supervision. The “District Parties” are the District, its manager, officers, directors, employees, agents, independent contractors, and consultants. A “Beneficiary” is the intended recipient of the benefits of another party’s indemnity, waiver or obligation to defend.

b) Claims. “Claims” means all damages, losses, injuries, liabilities, penalties, disbursements, costs, expenses, charges, assessments and expenses (including attorneys’ fees, experts’ fees, and expenses incurred in investigating, defending or prosecuting any litigation or proceeding), claims, demands, litigation, suits, proceedings, causes of action (whether in tort or contract or in law or at equity) or judgments.

c) Indemnify, Waive and Defend. “Indemnify” means to protect a party against potential Claims and/or to compensate a party for Claims actually incurred. “Waive” means to knowingly and voluntarily relinquish a right and/or to release another party from liability in connection with Claims. “Defend” means to provide a legal defense of a Beneficiary against Claims with counsel reasonably acceptable to such Beneficiary and at no cost to the Beneficiary.

10.2 Indemnities as to Performance. To the fullest extent permitted by applicable law, the Contractor will Indemnify and Defend the District Parties against all Claims arising out of any intentional, reckless, gross or negligent act or omission by any Contractor Party which Claims arise from or in connection with Contractor’s performance of the Services pursuant to this Agreement, or from the violation of or failure of any Contractor Party to comply with any applicable law.

10.3 Repair Indemnities as to Property Damage. Contractor shall be responsible for prompt repair and any indemnification related thereto or any damage to District property caused by Contractor or their personnel. Labor and materials for the repair or replacement of said damages shall be provided and borne by Contractor.

10.4 Scope of Indemnities and Waivers. The indemnities, waivers and obligations to defend contained in this Agreement (i) will be enforced for the benefit of the applicable Beneficiary even if the Claim in question is caused by the active or passive negligence or sole, joint, concurrent or comparative negligence of such Beneficiary, and regardless of whether liability without fault or strict liability is imposed upon or alleged against such Beneficiary, but not to the extent that a court of competent jurisdiction holds in a final judgment that a Claim is caused by the intentional or reckless act or omission of such Beneficiary; (ii) are independent of, and shall not be limited by, each other or any insurance obligations in this Agreement until all related Claims against the Beneficiaries are fully and finally barred by any applicable law.

10.5 District’s Reliance. In reliance on the indemnity, waiver and undertaking to defend contained in herein and the agreement by the Contractor to obtain and maintain in force the insurance policies and endorsements described hereinafter, the District may not carry primary insurance for Claims arising from any Contractor’s Parties acts or omissions. The Contractor acknowledges that Contractor is relying not on the District or District’s Insurance in order to pay Claims arising from any Contractor Parties acts or omissions, but rather on (A) the insurance required by Section XI of this Agreement and any additional insurance the Contractor has elected to carry; (B) Contractor’s own funds, as to deductibles and self-insured retentions under Contractor’s insurance and as to Claims which exceed Contractor’s insurance limits; and (C) third parties (other than the District Parties), as to Claims arising from the actions of third parties.

10.6 District’s Liability. District’s liability for failure to perform its obligations under this Agreement shall be limited to suit for breach of contract. The Contractor waives all Claims against the District for consequential, special, or punitive damages allegedly suffered by any Contractor Party, including lost profits and business interruption. No provision of this Agreement shall be construed as a waiver by the District of any constitutional, statutory, or other governmental immunity provided by law.

XI. CONTRACTOR’S INSURANCE:

11.1 Coverages. The Contractor will, at its sole cost and expense, maintain in effect at all times during the term of this Agreement and as otherwise required hereunder, the following insurance coverages with limits of not less than those set forth below. Contractor further agrees to maintain and supply documentation of any additional public liability or property damage insurance that may be required by the State of Colorado during the term of this agreement.

a) Employee Insurance.

<u>Coverage</u>	<u>Minimum Amounts and Limits</u>
Worker’s Compensation	\$500,000 (or as required by Colorado law)
Employer’s Liability	\$1,000,000 (or as required by Colorado law)

This policy will include a waiver of subrogation in favor of the District Parties.

b) Liability Insurance.

<u>Coverage</u>	<u>Minimum Amounts and Limits</u>
Commercial General Liability (Occurrence Basis)	\$1,000,000 combined single limits per occurrence respect to each location

This policy will contain (i) an endorsement including the District Parties as “additional insureds”, (ii) cross-liability and severability of interest endorsements, (iii) a waiver of subrogation in favor of the District Parties, and (iv) an aggregate per location endorsement.

c) Vehicle Insurance.

<u>Coverage</u>	<u>Minimum Amounts and Limits</u>
Business Vehicle Liability (Occurrence Basis)	\$1,000,000 combined single limits per occurrence with respect to each location

This policy will be a standard form written to cover all owned, hired and non-owned vehicles owned or operated by the Contractor Parties and contain (i) an endorsement including the District Parties as “additional insureds”, (ii) cross-liability and severability of interest endorsements, (iii) a waiver of subrogation in favor of the District Parties, and (iv) an aggregate per location endorsement.

d) Umbrella Liability Insurance.

<u>Coverage</u>	<u>Minimum Amounts and Limits</u>
Bodily Injury/Property Damage (Occurrence Basis)	\$5,000,000 per occurrence \$5,000,000 aggregate

This policy will be written on an umbrella basis above the coverages described in Section (c) above and contain (i) an endorsement including the District Parties as additional insureds, (ii) a waiver of subrogation in favor of the District Parties, and (iii) an aggregate per location endorsement.

11.2 Policies. All policies will be issued by carriers having ratings of Best’s Insurance Guide A/VIII and/or Standard & Poor Insurance Solvency Review A-, or better, and admitted to engage in the business of insurance in the State of Colorado. All policies must be endorsed to be primary with the policies of all District Parties being excess, secondary and non-contributing. All policies shall contain provisions that state that they cannot be cancelled, non-renewed or materially modified without 30 days prior written notice by insurance carrier(s) to the District Manager.

11.3 Evidence of Coverage. Evidence of the insurance coverage required to be maintained by the Contractor under this section, represented by certificates of insurance issued by the insurance carrier(s), must specify the additional insured status as well as the waivers of subrogation. Such certificates of insurance will state the amounts of all deductibles and self-insured retentions and that the District Manager will be notified in writing thirty (30) days prior to cancellation, material change or non-renewal of insurance. Upon request, the Contractor will provide to the District Manager a certified copy of any or all insurance policies or endorsements required by this Agreement. The Contractor shall provide the District Manager with copies of the certificates evidencing that the District has been added as an additional insured under the various insurance policies which the Contractor is required to carry.

XII. MISCELLANEOUS:

12.1 Notice. All notices must be in writing and (a) delivered personally, (b) sent by United States certified mail, postage prepaid, return receipt requested (“US Mail”), (c) placed in the custody of a nationally recognized overnight carrier for next day delivery (“Carrier”), and will

be deemed effective (i) when received, if delivered personally, (ii) 4 days after deposit, if sent by US Mail, and (iii) the next business day after deposited with Carrier during business hours on a business day. All notices shall be delivered to the following addresses, or such other address as is provided by one party to the other in accordance with this section:

Notices to the District:

Roxborough Village Metropolitan District
c/o CliftonLarsonAllen LLP
Attn: Ann Jones, District Manager
8390 East Crescent Parkway, Suite 500
Greenwood Village, CO 80111-2814

Copy to:

Folkestad Fazekas Barrick & Patoile, P.C.
Attn: Katie James
18 South Wilcox Street, Suite 200
Castle Rock, CO 80104

Notices to the Contractor:

METCO LANDSCAPE, INC.
Attn.: Randy Morrow
2200 Rifle Street
Aurora, CO 80011

12.2 Entire Agreement. This Agreement will constitute the entire agreement between the parties with respect to performance of the Services, and no oral statements or prior written agreements not specifically incorporated herein will be of any force or effect. The District will not be bound by any purported modification or amendment of this Agreement and will not be deemed to have waived any provision of the Agreement, unless such modification, amendment or waiver is set forth in writing and signed by the District. No waiver by the District of Contractor's compliance with provisions or conditions of the Agreement on one occasion will be deemed to be a waiver of similar or dissimilar provisions of conditions at the same or any prior or subsequent time with respect to this Agreement.

12.3 Governing Law/Venue. This Agreement will be governed by and construed in accordance with Colorado law, and venue for any actions brought under this Agreement will be in Douglas County, Colorado.

12.4 Interpretation/Severability. If any provision of this Agreement is held illegal, invalid or unenforceable under present or future applicable law, such provision will be fully severable and this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision were not a part hereof. All headings in this Agreement are for convenience of reference only, are not part of this Agreement, and no construction or inference will be derived there from. This Agreement may be executed in any number of counterparts, each of which will be deemed an original and all of which taken together will be deemed one and the same document.

12.5 Construction. The parties acknowledge that each party has reviewed this Agreement and had an opportunity to have legal counsel review this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

12.6 Authority. Each of the parties represents to the other that such party has full power and authority to execute, deliver, and perform this Agreement; that the individuals executing this Agreement on behalf of said party are fully empowered and authorized by all requisite action to do so; that this Agreement constitutes a valid and legally binding obligation of such party enforceable against such party in accordance with its terms; that such execution, delivery, and performance will not contravene any legal or contractual restriction binding upon such party; and that there is no legal action, proceeding, or investigation of any kind now pending or to the knowledge of such parties threatened against or affecting such party or the execution, delivery, or performance of this Agreement.

12.7 Successors and Assigns. This Agreement will inure to the benefit of, and be binding upon, the Contractor, the District and their respective legal representatives, successors and permitted assigns. The Contractor may not assign or delegate the benefits and/or obligations under this Agreement without a prior written consent of the District; provided, however, the Contractor may subcontract certain tasks included in the Services as deemed appropriate by the Contractor. Notwithstanding the foregoing, consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Service Contractor or in connection with assignment to an affiliate or pursuant to the merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization. Notice of any permitted assignment shall be given by Contractor to the District within 7 days of such Assignment.

IN WITNESS WHEREOF, the parties have hereunto entered this Agreement on the date first written above.

CONTRACTOR:

METCO LANDSCAPE, INC. a Colorado corporation

By: _____
Name: _____
Title: _____
Date: _____

DISTRICT:

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

By: _____
Calvin Brown, President Date

ATTEST:

By: _____
Ronald Bendall, Secretary

EXHIBIT A

MAP – LANDSCAPE AREAS - PROPERTY

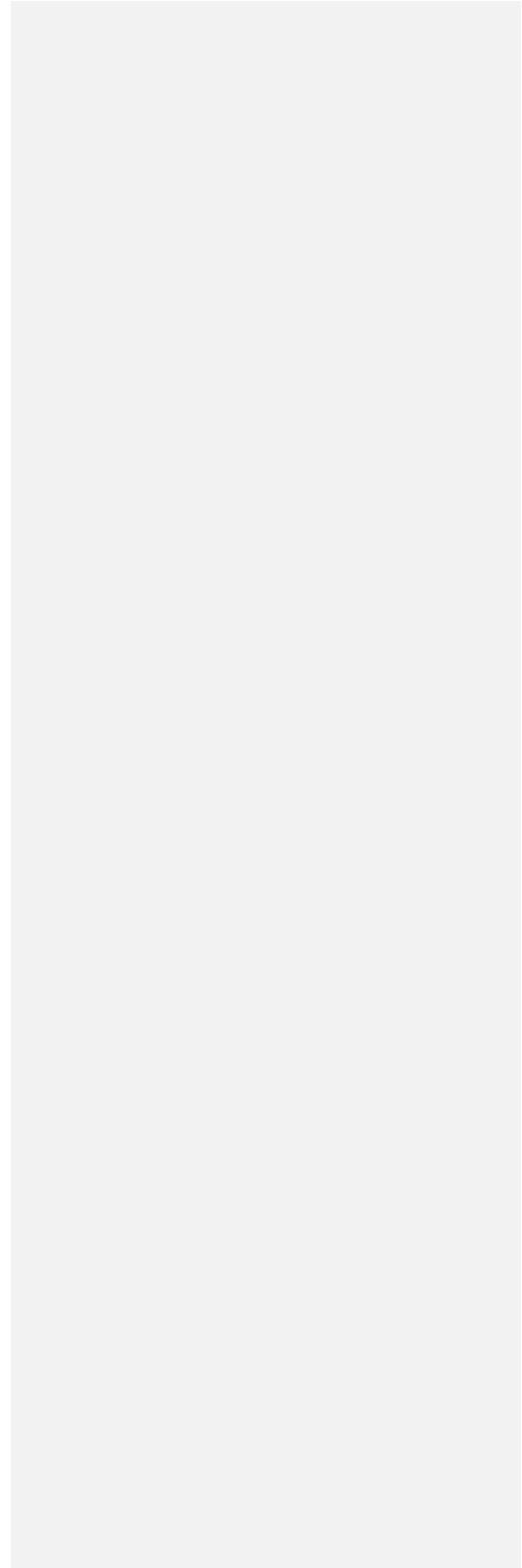


EXHIBIT B

PROPERTY

Roxborough Village:

- a) Four parcels formerly known as 99 year parcels, which include the Roxborough Community Park, Little Willow Creek from Rampart Range Road to the northern boundary of Roxborough Village Filing No. 12B and open space.
- b) Imperial Park - the small pocket part on the west side of Village Circle West at Stacy Place (Tract A, Imperial Homes at Roxborough Village Filing No. 1)
- c) The 7-acre pond (AKA Crystal Lake, Tract K-2, Roxborough Village Filing No. 16A) - the source of irrigation water. Tract K, Roxborough Village Filing No. 16A, grass area between the wall and the perimeter sidewalk.
- d) Power-line easement - entirety from Rampart Range Road to Village Circle West.
- e) Rampart Range Road.
 - i) West from Waterton Road to the intersection of Rampart Range Road and Village Circle East and West.
 - ii) West side and medians only from power-line easement to approximately 300' south of the last lot on Blue Mesa Way.
 - iii) The open space on the east side of Rampart Range Road south of Village Circle East (yellow area only)
- f) Village Circle East
 - i) West/south side of road from fence line to back of curb - Rampart Range Road to the east-west utility easement separating Filing 16A from Pulte Homes area.
 - ii) North/east side of road from fence line to back of curb - Rampart Range Road to Ptarmigan Lane (Labeled in red as Tract A).
- g) Village Circle West - the entire right-of-way from fence-line to back of curb on both sides with the following exceptions:
 - i) Elementary School site excluded.
 - ii) Tract D (Labeled in red, see Canvasback Circle) - maintain from back of curb to walk only.
 - iii) On the west side, beginning at the fifth house north of Red Mesa Way, continuing to the fourth (4th) house south of Red Mesa Way, mow as turf to the fence line. After the fourth (4th) house south of Red Mesa Way, continuing to Rampart Range Road, mow as described in paragraph 3.1.c of the Agreement - "Trails Through Native Turf and Grass Areas."

EXHIBIT B

PROPERTY

- iv) Filing 15 - west side of Red Mesa Drive from last lot south to the cul-de-sac, the connector trail to Blue Mesa Drive, west side of Blue Mesa Drive from cul-de-sac to the first lot, west side of Blue Mesa Way from last lot south to cul-de-sac.
- h) Roxborough Village Filing No. 16A: Tract A-A, Tract B, Tract B-1, Tract C, Tract C-C, Tract D-1, Tract D-D, Tract E-E, Tract F, Tract G, Tract H, Tract I, Tract J, Tract K, Tract K2, Tract L, Tract M, Tract N, Tract O, Tract O-1, Tract P, Tract P-1, Tract Q, Tract R, Tract S, Tract U, Tract V, Tract T, Tract W, Tract X, Tract Y, Tract Z.
- i) Roxborough Village Filing No. 16A, 1st Amendment: Tract E-1, Tract B-2, Tract B-B-1.
- j) Roxborough Village Commercial Subdivision – Third Amendment – Tract E-1, Tract C and Tract F.

Chatfield Farms:

- a. Little Willow Creek- entire open space corridor, excepting out detention ponds, from the north line of Executive Homes at Roxborough Village Filing No. 3 north to Waterton Road including the open space south of Chatfield Marketplace (Tract A, Chatfield Farms Filing No. 1-A; Tract A1, Chatfield Farms Filing No. 1-A, 1st Amendment; Tract C, Chatfield Farms Filing No. 1-B), the open space corridor of Chatfield Farms Filing 1-B that is west of the Roxborough Village Filing No. 12-A and north of the Roxborough Village Filing No. 12-B (Tract E, Chatfield Farms Filing No. 1-B), the sloped area west of Campfire Drive to the District boundary (Tract A, Chatfield Farms Filing No. 1-B) excepting out the emergency access road located within Tract A, Chatfield Farms Filing No. 1-B.
- b. Chatfield Park (Active Park - Tract B, Chatfield Farms Filing No. 1-A) - the park on the west side of Liverpool Circle and adjacent to Tract A, Chatfield Farms Filing 1-A of the Little Willow Creek open space.
- c. Un-named Park (Active Park - Tract E-1, Chatfield Farms Filing No. 1A, 2nd Amend.) - the small pocket park on the south side Waterton Road and on the west side of the entry to the Chatfield Marketplace.
- d. Waterton Road: South right-of-way from the entry to Liverpool Circle to Chatfield Marketplace including entire streetscape from back of curb to fence line (Tract F, Chatfield Farms Filing No. 1-A).
- e. Irrigated Parkway/Medians:
 - i. Median located at Campfire Street.

EXHIBIT C*STANDARD LANDSCAPE SERVICES***SERVICE** **FREQUENCY/TIMES PER YEAR**

Irrigated turf area mowing (mow, trim, blow)	28	April - October
Litter pick-up-Landscaped Area (Summer)	28	April - October
Litter pick-up-Landscaped Area (Winter)	24	October - April
Edging-Irrigated Turf Areas (Monthly)	7	April - October
Fertilization-Irrigated turf areas	3	April/May, July & Sept
Core Aeration-Irrigated turf areas	2	April/October
Broadleaf Weed Spray-Irrigated Turf Areas	3	April/May-, July & Sept
Manual Weed Control-Landscaped Beds	28	April – October
Chemical Weed Control-Landscaped Beds, Sidewalks and Curb/Gutter	7	April – October
Irrigation Winterization	1	October
Spring Clean Up-Landscaped areas (includes cutting back perennial grasses)	1	April
Fall Clean Up-Landscaped areas (includes cutting back perennial flowers)	1	November
Pre-Emergent Application-Mulch and rock beds, irrigated turf areas as needed	1	April
Tree Well Maintenance (Chemical Application)	2	April - October
Shrub/Tree Pruning (under 10’)-Aesthetic	2	June & September
Irrigation Activation	1	April
<u>Irrigation System Checks</u>	<u>28</u>	<u>April - October</u>
Site Inspections	12	January - December

Totals

Total Contract Price	\$ 159,840.00 165,564.00
Monthly Payment Amount (January – December)	\$ 13,320.00 13797.00

Additional Services Not Included in Base Price

<u>Fall Aeration</u>	<u>Upon Arrival</u>	
Native Area Maintenance (Mowing, Trash, Weed-Control)	Upon Approval	T & M
Annual Flowers Installation and Maintenance	Upon Approval	T & M
Irrigation System Repair	Upon Approval	T & M
Insect and Disease Control	Upon Approval	T & M
Tree Wrap/Unwrap	Upon Approval	T & M
Winter Watering Each	Upon Approval	T & M
Large Debris Removal	Upon Approval	T & M

2020~~19~~ Extra Work Rates

\$44.00	Per hour, foreman with truck
\$40.00	Per hour, laborer, general labor.
\$51.00	Per hour, laborer with equipment.
\$89.00	Per hour, native area mowing.
\$65.00	Per hour, irrigation technician.
\$105.00	Per backflow plus applicable fees— backflow testing.
\$51.00	Per hour, irrigation helper.
\$89.00	Per hour, hand watering.
\$95.00	Per hour, emergency call. (2 Hour Minimum)
\$89.00	Per hour, chemical application
\$79.00	Per hour, landscape consultation.

- One hour minimum charge per service provided. Billable time will be rounded to nearest 1/2 hour.
- Mobilization costs, portal to portal, will be included in the hourly services for each visit.
- Dump fees, material costs, and equipment fees will be added to invoices as applicable.
- A proposal for landscape projects is available upon request.
- Landscape consultation charges may be removed upon approved proposal.
- Emergency Calls should only be made to prevent damage to persons or property (including but not limited to continuously running water). An Emergency Call is defined as a call for service outside of normal business hours, Monday through Friday 8:00 am to 5:00 pm, and holidays.

**Holiday time is applicable on the following days: Thanksgiving Day, Friday after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day and New Year's Day, and Easter.

EXHIBIT D

LANDSCAPE MAINTENANCE MAP

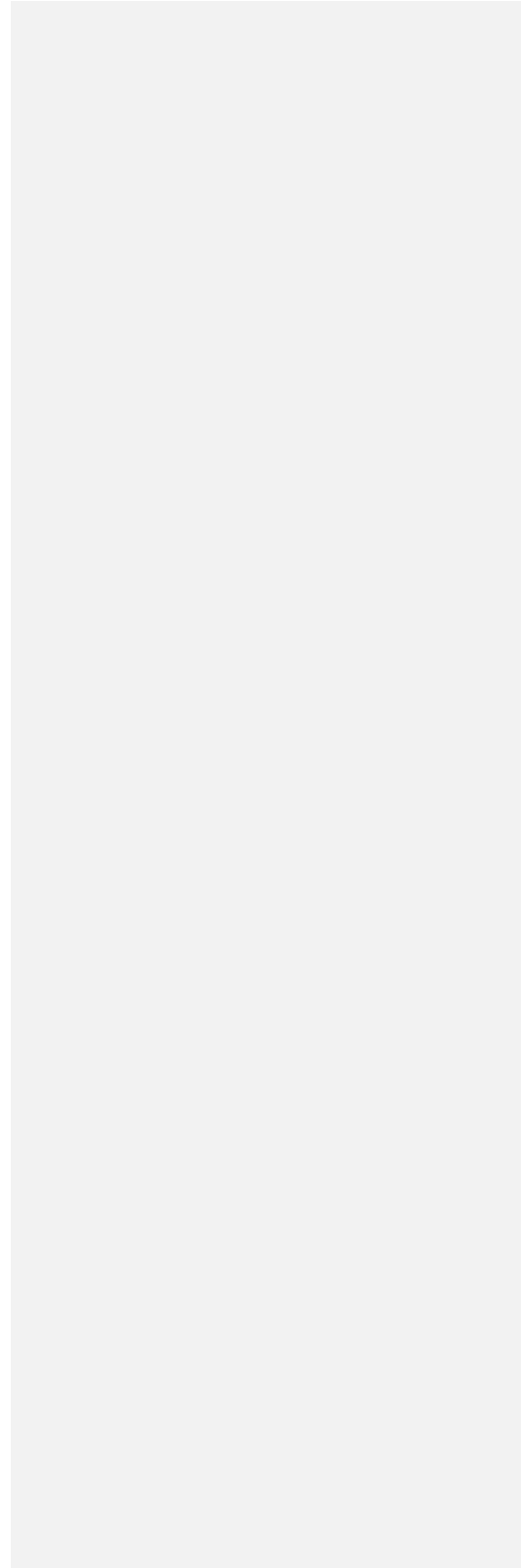


EXHIBIT E*SPECIAL SERVICES*

<u>Special Services</u>	<u>Cost</u>
Irrigation repairs (CLIA Technician)	\$65.00 / hr + materials
Junior Technician	\$51.00 / hr + materials
Turf repairs (including removal, prep, sod, straw mulch)	\$T&M / sf (min. 1000 sf) (less per quote)
Tractor-Mower	\$89.00 / hr
Walk-Behind Mower	\$51.00 / hr
Hydro mulch (including seed)	\$T&M / sf
Notify District if there is a minimum job size	\$
Pesticide spray per hour	\$T&M / hr + materials
Trees and shrubs fertilization	\$T&M / hr
Deep root watering	\$89.00 / hr
Tree wrap - trees with diameter over 4"	\$T&M / tree
Pruning of trees - having height in excess of 10 feet	per separate quote based on time and material
Pruning of shrubs - having height in excess of 10 feet	per separate quote based on time and material
Flowers for beds (preparation, fertilizer, seasonal care)	\$13.50 / sf
Leaf removal	\$T&M / hr
Broom per hour	\$51.00 /hr
Sand application/lbs.	\$T&M / lb.
Tennis court/Basketball court high-pressure wash hard courts	\$51.00 each
Baseball infield – inspection and correction of low spots in turf areas	per separate quote based on time and material
Baseball infield – edging, compaction, and rake smooth	\$T&M
Baseball infield – inspection of backstop fence	\$40.00/hr
Sidewalks and trails – power sweep	\$51.00/hr

Labor Rates

General laborer	\$40.00 / hr
Supervisor	\$79.00 / hr
Emergency calls	\$84.00 / hr

Miscellaneous

Trash removal - additional pick-ups	
Trash receptacles	\$20.00 / receptacle
Ponds and drainages	\$T&M / occurrence
Wood mulch	\$52.95/ CY
Top dressing - top soil	\$T&M / CY
Top dressing - infield mix	\$T&M / CY



METCO LANDSCAPE, INC.

**ROXBOROUGH VILLAGE METRO DISTRICT
LANDSCAPE MAINTENANCE PROPOSAL**

2020 SERVICES

1/1/20

12/31/20

SERVICE	FREQUENCY	TERM
MOW, TRIM, BLOW - IRRIGATED TURF AREAS	28	APRIL - OCTOBER
EDGING - IRRIGATED TURF AREAS (MONTHLY)	7	APRIL - OCTOBER
LITTER PICK UP - LANDSCAPED AREAS (SUMMER)	28	APRIL - OCTOBER
LITTER PICK UP - LANDSCAPED AREAS (WINTER)	24	OCTOBER - APRIL
MANUAL WEED CONTROL - LANDSCAPED BEDS	28	APRIL - OCTOBER
CHEMICAL WEED CONTROL - LANDSCAPED BEDS, SIDEWALKS AND CURB/GUTTER	7	APRIL - OCTOBER
TREE WELL MAINTENANCE (CHEMICAL APPLICATION)	2	APRIL - OCTOBER
SPRING CLEAN UP - LANDSCAPED AREAS (INCLUDES CUTTING BACK PERENNIAL GRASSES)	1	APRIL
IRRIGATION ACTIVATION	1	APRIL
IRRIGATION SYSTEM CHECKS	28	APRIL - OCTOBER
PRE-EMERGENT APPLICATION -MULCH AND ROCK BEDS, IRRIGATED TURF AREAS AS NEEDED	1	APRIL
BROADLEAF WEED SPRAY - IRRIGATED TURF AREAS	3	APRIL/MAY, JULY & SEPT
FERTILIZATION - IRRIGATED TURF AREAS	3	APRIL/MAY, JULY & SEPT
SHRUB/TREE PRUNING (UNDER 10') - AESTHETIC	2	JUNE & SEPTEMBER
CORE AERATION - IRRIGATED TURF AREAS	2	APRIL/OCTOBER
FALL CLEAN UP - LANDSCAPED AREAS (INCLUDES CUTTING BACK PERENNIAL FLOWERS)	1	NOVEMBER
IRRIGATION WINTERIZATION	1	OCTOBER
SITE INSPECTIONS	12	JANUARY - DECEMBER
TOTAL CONTRACT PRICE:		\$165,564.00
2020 MONTHLY PAYMENT AMOUNT (JANUARY-DECEMBER):		\$13,797.00
TOTAL CONTRACT PRICE:		\$170,532.00
2021 MONTHLY PAYMENT AMOUNT (JANUARY-DECEMBER):		\$14,211.00
TOTAL CONTRACT PRICE:		\$179,052.00
2022 MONTHLY PAYMENT AMOUNT (JANUARY - DECEMBER):		\$14,921.00

ADDITIONAL SERVICES (NOT INCLUDED IN BASE CONTRACT PRICE)	FREQUENCY	COST
FALL AERATION	UPON APPROVAL	
NATIVE AREA MAINTENANCE (MOWING, TRASH, WEED CONTROL)	UPON APPROVAL	T & M
ANNUAL FLOWER INSTALLATION AND MAINTENANCE	UPON APPROVAL	T & M
IRRIGATION SYSTEM REPAIR	UPON APPROVAL	T & M
INSECT AND DISEASE CONTROL	UPON APPROVAL	T & M
TREE WRAP/UNWRAP	UPON APPROVAL	T & M
WINTER WATERING EACH	UPON APPROVAL	T & M
LARGE DEBRIS REMOVAL	UPON APPROVAL	T & M

**AGREEMENT FOR SNOW REMOVAL
AND SERVICES PERFORMED UNDER WORK ORDERS**

Effective as of January 1, 20~~19~~20

BETWEEN

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT,
a quasi-municipal corporation and political subdivision of
the State of Colorado organized pursuant to Title 32 of
the Colorado Revised Statutes
(the "District")

and

METCO LANDSCAPE, INC,
a Colorado corporation
(the "Contractor")

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EXHIBIT A: Snow Removal Areas Map
EXHIBIT B: Snow Removal Rate

**AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES,
SNOW REMOVAL SERVICES, AND SERVICES PERFORMED UNDER
WORK ORDERS**

This Agreement for Landscape Maintenance and Snow Removal Services, and Services Performed under Work Orders (“Agreement”), effective as of January 1, 20~~20~~¹⁹ (the “Effective Date”), by and between Roxborough Village Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado organized pursuant to Title 32 of the Colorado Revised Statutes (the “District”), and Metco Landscape, Inc. a Colorado corporation (the “Contractor”).

I. SCOPE OF SERVICES:

1.1 Snow Removal Services: The Contractor shall provide the Snow Removal Services on sidewalks, and pedestrian entryways and exits within the District as shown on **Exhibit A** attached hereto and incorporated herein by reference (the “Snow Removal Areas”). The services to be provided by the Contractor within the Snow Removal Areas are described herein, and in **Exhibit B** attached hereto and incorporated herein by reference (collectively the “Snow Removal Services”).

a) Timing and Extent of Services. The District’s intention is to facilitate the use of sidewalks to access schools, as reflected in the designation of Priority 1 and Priority 2 walkways as shown on **Exhibit A**. The Contractor shall exercise its best efforts to remove snow from school access sidewalks prior to 8:00 a.m. on school days. The Contractor will perform snow removal on Priority 1 and Priority 2 walkways as shown on **Exhibit A**. When two-thirds of the snow removal budget for District for each year is expended, snow removal for the remainder of the current budget year will be limited to Priority 1 walkways, unless otherwise directed by the Board of Directors on a case by case basis. The Contractor shall exercise its judgment to determine the extent to which it provides Snow Removal Services, based on snow accumulation of two (2) inches or more, or due to icy or other related conditions.

b) Rates. Snow Removal Services shall be performed on a time and material basis, at the rates set forth in **Exhibit B and Exhibit C** (the “Snow Removal Rates”). The rates specified in **Exhibit B and Exhibit C** include the equipment and labor to operate such equipment on a per hour basis. The Contractor and the District agree that the Snow Removal Rates do not include state sales tax and that the District is exempt from payment of state sales tax.

c) Ice Melting Chemicals. The Contractor shall exercise its judgment regarding the application of ice melting chemicals. The District acknowledges that ice melting chemicals may cause damage to plants and turf, and that the Contractor assumes no liability for any damage which results from the proper application of such ice melting chemicals.

d) Damage to Snow Removal Areas. Except for extraordinary snowfalls, any repair or replacement of damaged vegetation or landscape improvements resulting from Contractor's Snow Removal Services shall be at the expense of the Contractor.

1.2 Services Performed Under Work Orders: The terms of this Agreement shall apply to any services or work performed by the Contractor pursuant to a Work Order approved by the District (the "Work Order").

Snow Removal Services and services performed pursuant to any Work Order may be collectively referred to herein as the Services.

II. TERM:

The term of this Agreement shall be from January 1, 2020~~19~~ to December 31, 2020~~19~~.

III. GENERAL PROVISIONS:

3.1 Attendance at Board Meetings and Reports to District Manager. Attendance at Board meetings by the Contractor is mandatory during the winter months for the term of this Agreement. A summary report of all activities for the prior month shall be submitted to the District Manager by the second Tuesday of the month in a form defined in paragraph 4.1 of this Agreement. An agenda for the upcoming District Meeting shall also be submitted to the District Manager by the second Tuesday of the month. Contractor's employee shall be the dedicated Account Manager for the District during the term of the Agreement.

If the Contractor cannot resolve questions concerning responsibility for damage, repair, cost and interpretation of the provisions of this Agreement with the District Manager, the Contractor may meet with the Board.

3.2 Contractor's Duties. The Contractor will render the Services as follows:

a) Professional Standards. The Services will be performed by the Contractor in accordance with the generally accepted standards of care, skill, diligence and professional competence applicable to contractors engaged in providing similar services at the time and place that the Services are rendered. Except as otherwise set forth herein, the Contractor shall be responsible to repair, at its cost, any damage caused by its employees, agents, or subcontractors while performing the Services.

b) Quality Assurance. All larger repairs or items outside the scope of the services shall be brought to the attention of the District Manager for review and may require Board approval.

c) Performance During Term. The Contractor will commence performing the Standard Landscape Services and the Snow Removal Services on the first day of the term of this Agreement, and will thereafter continually and diligently perform the Standard Landscape Services and the Snow Removal Services, and the Special Services requested

by the District throughout the term of this Agreement.

d) Compliance with the Law. The Contractor will, at its own expense, throughout the term of this Agreement, comply with all federal, state, and local laws, statutes, ordinances, codes, regulation, requirements, guidelines, court rulings and orders of all governmental authorities applicable to services performed by the Contractor under this Agreement, including but not limited to employee safety.

e) Personnel. The Contractor represents that all of its personnel who will perform any services under this Agreement, have received the information, instructions, and training required to provide such services, including training to prevent harm to such personnel, residence and members of the public who may be in the vicinity.

f) Licenses. The Contractor and all of its employees performing tasks that require licensing are licensed to the extent required by all Applicable Law and will, at Contractor's cost, maintain such licensing throughout the term of this Agreement. Such licenses include any requirements set forth by the State of Colorado and Environmental Protection Agency.

g) Mechanics' and Materialmen's Liens. The Contractor will (i) make timely payments to Contractor's employees, subcontractors and/or suppliers, and (ii) be responsible for satisfaction of any liens and encumbrances which are filed or asserted against the District and/or the Property which liens result from the services performed by the Contractor under this Agreement. If any lien is filed claiming by, through or under the Contractor or the services performed by the Contractor, the Contractor will cause such lien to be discharged or bonded within 10 days after its filing. If the Contractor fails to cause such lien to be discharged or bonded within such ten (10) day period, the District, in addition to any other available remedy, may bond or discharge the lien and, at District's discretion, deduct its costs incurred, including attorneys' fees and interest at the rate of twelve (12%) percent per annum from the due date, from any payments due the Contractor or invoice the Contractor for the amounts paid, which invoice shall be due and payable upon ten (10) days after receipt. Contractor's obligations in this subsection shall not apply if the District has not made payment to Contractor for the services performed.

h) Hours of Operation – Power Equipment. Snow plowing services, may be performed as necessary under this Agreement.

IV. TERMS OF PAYMENT:

4.1 Request for Payment. During the term of this Agreement the Contractor shall submit to the District Manager by the second Tuesday of the month a standard pay request form attached to a report detailing the following:

- Snow Removal Services performed during the previous month including but not limited to:
 - Locations
 - Time and rate per hour of each employee (if applicable)

- Quantities of materials used in the work performed
- Reason for work performance
- Detail of problems encountered and corrective action taken or proposed to be taken
- Work Orders recommended to be performed in the future and reason for performance
- If taken, payment requests for Work Orders performed and supporting documentation
- Maintenance inspection report discussing (but not limited to) the following:
 - Safety conditions
 - Appearance
 - Follow up items for the following month
- Services performed during the previous month pursuant to an approved Work Order.

Any failure to timely provide the foregoing detailed pay request form and report may delay payment up to the next monthly District Meeting.

4.2 Documentation. To the extent that the Contractor performs Special Services pursuant to a Work Order, the Contractor will retain during the term of this Agreement and for the longer of (i) two (2) years after the completion of the Work Order, or (ii) until the final resolution of any outstanding dispute between the District and Contractor, Contractor's internal books and records pertaining to Work Orders, which shall be kept in sufficient detail and condition to permit periodic audits of such books and records by the District and the Contractor. The Contractor will, upon request, provide time records and/or records of services performed under the Work Order shown on any invoice.

4.3 Special Services. The Contractor shall submit invoices for all services to the District Manager within thirty (30) days of performing the work. "Special Services" is defined as any additional services performed pursuant to Work Orders. Payments will be made to the Contractor by the last day of the month following the month in which the invoice is approved for payments by the Board of Directors of the District. The District is exempt from Colorado state and local sales and use taxes. Contractor's invoices shall not include any sums for such taxes.

4.4 Chatfield Farms. All invoices for the Services performed shall separately identify the cost of any Services performed within the Chatfield Farms areas shown on **Exhibit A**.

4.5 Service Charges. A service charge of 1% per month will be added to all balances not paid by the last day of the month following the month in which the invoice is approved for payment by the District Manager. This represents an annual rate of 12%. In addition to all service charges, there shall also be paid the reasonable cost of collection, including attorneys' fees and court costs.

V. **TERMINATION/CANCELLATION:**

5.1 Termination by the District. Contractor agrees that as partial consideration for the District's entering into this agreement that the District has the right to terminate this agreement as follows:

If the Board determines, in its sole and subjective discretion, that the Contractor has failed or is

failing to provide the Services in accordance with the terms of this Agreement, and such failure constitutes a material default by the Contractor of its obligation under this Agreement, the District may terminate this Agreement, upon such terms and within such time period as specified in a Notice of Termination delivered by the District Manager to the Contractor. Such Notice of Termination shall give thirty (30) days notice of such termination to the Contractor.

If the Board determines that the Contractor is in material default of the terms of this Agreement, the notice of termination shall so specify and in such case, no notice is required to be given prior to the Notice of Termination.

Notwithstanding the foregoing, if the District in its sole and subjective discretion determines that it would prefer for Contractor to remedy any failure to provide services, the Board may instead of a Notice of Termination, deliver to the Contractor a Notice of Deficiency. Such Notice of Deficiency shall identify any dissatisfaction by the District with the Contractor's performance of its obligations under this agreement. The Contractor shall have thirty (30) days from the effective date of the Notice of Deficiency, to satisfy the Board that it has or will take appropriate action to address the matter(s) identified in the Notice of Deficiency. Should the Contractor satisfy the Board's dissatisfaction through its correction per the Notice of Deficiency, then this agreement shall remain in full force and effect. At all times the Board shall retain the right to provide Notice of Termination as provided herein. If District terminates this Agreement for any reason, it shall pay Contractor in full for any Services performed pursuant to the Agreement up to the date of termination. Such payment shall be made in accordance with Section 6 herein.

5.2 Termination by Contractor. Contractor may terminate this Agreement with 30 days notice to the District for the District's willful breach of Section 4 herein, provided that Contractor is not in default under Section 4.

5.3 Attorneys' Fees. If any legal action is brought by either party to enforce the terms of this Agreement, the prevailing party in such action will be entitled to attorneys' fees, and costs in addition to any other relief to which such party is entitled.

5.4 Remedies Cumulative. Unless otherwise expressly limited in this Agreement, District's rights and remedies set forth herein will be in addition to, and not in limitation of, any rights and remedies otherwise imposed or available under applicable law.

5.5 Survival of Provisions. Termination of this Agreement for any reason will not affect (i) any right or obligation of either party which accrued or vested prior to such termination, or (ii) any continuing obligation, liability or responsibility of the Contractor, including without limitation Contractor's indemnity, and warranty obligation(s) under this Agreement.

VI. INDEPENDENT CONTRACTOR:

It is the express intention of the parties that the Contractor is not employed by the District but is an independent contractor. Any agent or employee of the Contractor shall never be deemed to be an employee or agent of the District. The manner and means of providing the Services are under the sole control of the Contractor. The payment or withholding of any federal, state, and local taxes

for the Contactor, its employees or agents shall be the responsibility of the Contractor. As an independent contractor, the Contractor shall be responsible for complying with all applicable workers' compensation law concerning itself, its employees, agents and subcontractors. Contractor shall furnish all supervision, labor, materials, tools and equipment necessary to perform its obligations under this agreement.

VII. ILLEGAL ALIENS:

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

7.1 Employment or Contracting With Illegal Aliens. The Contractor hereby certifies that it shall not knowingly employ or contract with an illegal alien who will perform the Services under this Agreement, or knowingly contract with a subcontractor that fails to certify to the Contractor that such subcontractor does not knowingly employ or contract with an illegal alien to perform the Services under this Agreement.

7.2 Verification Regarding Illegal Aliens. The Contractor hereby represents, warrants, and agrees that the Contractor will participate in the E-Verify Program or the Department Program established pursuant to the requirements of C.R.S. § 8-17.5-102 (5)(c), which may be collectively referred to as the "Employment Verification Programs", in order to confirm the employment eligibility of all of its employees who are newly hired for employment to perform the Services ("Newly Hired Employees"). The Contractor represents, warrants, and agrees that Contractor has verified the employment eligibility of its Newly Hired Employees through participation in either of the Employment Verification Programs.

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

7.4 Duty to Terminate a Subcontract. If the Contractor obtains actual knowledge that a subcontractor performing the Services knowingly employs or contracts with an illegal alien, the Contractor shall:

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

b) terminate the subcontract with the subcontractor if, within three (3) days of receiving notice required pursuant to C.R.S. § 8-17.5-102(2)(b)(III)(A) that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien, the subcontractor does not stop employing or contracting with the illegal alien.

The Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not

knowingly employed or contracted with an illegal alien.

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

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

7.7 Notification. The District shall notify the office of the Colorado Secretary of State if the Contractor violates a provision of this Agreement required pursuant to C.R.S. § 8-17.5-102(2), and the District terminates the Agreement for such breach. The District will notify the Colorado Secretary of State if a court made such a determination.

7.8 Participation in Employment Verification Program. If the Contractor participates in the Department Program, it shall (i) notify the District of its participation, and (ii) within twenty (20) days after hiring the Newly Hired Employee, provide a written, notarized copy of the affirmation to the District pursuant to the requirements of C.R.S § 8-17.5-102(5)(c)(II) stating that the Contractor has examined the legal status of the Newly Hired Employee. The Contractor hereby consents to audits conducted by the Colorado Department of Labor and Employment to review documents required pursuant to C.R.S § 8-17.5-102(5).

VIII. INDEMNITIES AND WAIVERS:

8.1 Definitions.

a) **Parties.** The "Contractor Parties" are the Contractor, its officers, members, partners, agents and employees, subcontractors and all other persons and entities over whom the Contractor exercises control or supervision. The "District Parties" are the District, its manager, officers, directors, employees, agents, independent contractors, and consultants. A "Beneficiary" is the intended recipient of the benefits of another party's indemnity, waiver or obligation to defend.

b) **Claims.** "Claims" means all damages, losses, injuries, liabilities, penalties, disbursements, costs, expenses, charges, assessments and expenses (including attorneys' fees, experts' fees, and expenses incurred in investigating, defending or prosecuting any litigation or proceeding), claims, demands, litigation, suits, proceedings, causes of action (whether in tort or contract or in law or at equity) or judgments.

c) **Indemnify, Waive and Defend.** "Indemnify" means to protect a party against potential Claims and/or to compensate a party for Claims actually incurred. "Waive" means to knowingly and voluntarily relinquish a right and/or to release another party from liability in connection with Claims. "Defend" means to provide a legal defense of a Beneficiary

against Claims with counsel reasonably acceptable to such Beneficiary and at no cost to the Beneficiary.

8.2 Indemnities as to Performance. To the fullest extent permitted by applicable law, the Contractor will Indemnify and Defend the District Parties against all Claims arising out of any intentional, reckless, gross or negligent act or omission by any Contractor Party which Claims arise from or in connection with Contractor's performance of the Services pursuant to this Agreement, or from the violation of or failure of any Contractor Party to comply with any applicable law.

8.3 Repair Indemnities as to Property Damage. Contractor shall be responsible for prompt repair and any indemnification related thereto or any damage to District property caused by Contractor or their personnel. Labor and materials for the repair or replacement of said damages shall be provided and borne by Contractor.

8.4 Scope of Indemnities and Waivers. The indemnities, waivers and obligations to defend contained in this Agreement (i) will be enforced for the benefit of the applicable Beneficiary even if the Claim in question is caused by the active or passive negligence or sole, joint, concurrent or comparative negligence of such Beneficiary, and regardless of whether liability without fault or strict liability is imposed upon or alleged against such Beneficiary, but not to the extent that a court of competent jurisdiction holds in a final judgment that a Claim is caused by the intentional or reckless act or omission of such Beneficiary; (ii) are independent of, and shall not be limited by, each other or any insurance obligations in this Agreement until all related Claims against the Beneficiaries are fully and finally barred by any applicable law.

8.5 District's Reliance. In reliance on the indemnity, waiver and undertaking to defend contained in herein and the agreement by the Contractor to obtain and maintain in force the insurance policies and endorsements described hereinafter, the District may not carry primary insurance for Claims arising from any Contractor's Parties acts or omissions. The Contractor acknowledges that Contractor is relying not on the District or District's Insurance in order to pay Claims arising from any Contractor Parties acts or omissions, but rather on (A) the insurance required by Section XI of this Agreement and any additional insurance the Contractor has elected to carry; (B) Contractor's own funds, as to deductibles and self-insured retentions under Contractor's insurance and as to Claims which exceed Contractor's insurance limits; and (C) third parties (other than the District Parties), as to Claims arising from the actions of third parties.

8.6 District's Liability. District's liability for failure to perform its obligations under this Agreement shall be limited to suit for breach of contract. The Contractor waives all Claims against the District for consequential, special, or punitive damages allegedly suffered by any Contractor Party, including lost profits and business interruption. No provision of this Agreement shall be construed as a waiver by the District of any constitutional, statutory, or other governmental immunity provided by law.

IX. CONTRACTOR’S INSURANCE:

9.1 Coverages. The Contractor will, at its sole cost and expense, maintain in effect at all times during the term of this Agreement and as otherwise required hereunder, the following insurance coverages with limits of not less than those set forth below. Contractor further agrees to maintain and supply documentation of any additional public liability or property damage insurance that may be required by the State of Colorado during the term of this agreement.

a) Employee Insurance.

<u>Coverage</u>	<u>Minimum Amounts and Limits</u>
Worker’s Compensation	\$500,000 (or as required by Colorado law)
Employer’s Liability	\$1,000,000 (or as required by Colorado law)

This policy will include a waiver of subrogation in favor of the District Parties.

b) Liability Insurance.

<u>Coverage</u>	<u>Minimum Amounts and Limits</u>
Commercial General Liability (Occurrence Basis)	\$1,000,000 combined single limits per occurrence respect to each location

This policy will contain (i) an endorsement including the District Parties as “additional insureds”, (ii) cross-liability and severability of interest endorsements, (iii) a waiver of subrogation in favor of the District Parties, and (iv) an aggregate per location endorsement.

c) Vehicle Insurance.

<u>Coverage</u>	<u>Minimum Amounts and Limits</u>
Business Vehicle Liability (Occurrence Basis)	\$1,000,000 combined single limits per occurrence with respect to each location

This policy will be a standard form written to cover all owned, hired and non-owned vehicles owned or operated by the Contractor Parties and contain (i) an endorsement including the District Parties as “additional insureds”, (ii) cross-liability and severability of interest endorsements, (iii) a waiver of subrogation in favor of the District Parties, and (iv) an aggregate per location endorsement.

d) Umbrella Liability Insurance.

<u>Coverage</u>	<u>Minimum Amounts and Limits</u>
Bodily Injury/Property Damage (Occurrence Basis)	\$5,000,000 per occurrence \$5,000,000 aggregate

This policy will be written on an umbrella basis above the coverages described in Section 11.1 (c) above and contain (i) an endorsement including the District Parties as additional insureds, (ii) a

waiver of subrogation in favor of the District Parties, and (iii) an aggregate per location endorsement.

9.2 Policies. All policies will be issued by carriers having ratings of Best's Insurance Guide A/VIII and/or Standard & Poor Insurance Solvency Review A-, or better, and admitted to engage in the business of insurance in the State of Colorado. All policies must be endorsed to be primary with the policies of all District Parties being excess, secondary and non-contributing. All policies shall contain provisions that state that they cannot be cancelled, non-renewed or materially modified without 30 days prior written notice by insurance carrier(s) to the District Manager.

9.3 Evidence of Coverage. Evidence of the insurance coverage required to be maintained by the Contractor under this section, represented by certificates of insurance issued by the insurance carrier(s), must specify the additional insured status as well as the waivers of subrogation. Such certificates of insurance will state the amounts of all deductibles and self-insured retentions and that the District Manager will be notified in writing thirty (30) days prior to cancellation, material change or non-renewal of insurance. Upon request, the Contractor will provide to the District Manager a certified copy of any or all insurance policies or endorsements required by this Agreement. The Contractor shall provide the District Manager with copies of the certificates evidencing that the District has been added as an additional insured under the various insurance policies which the Contractor is required to carry.

X. MISCELLANEOUS:

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

Notices to the District:

Roxborough Village Metropolitan District
c/o CliftonLarsonAllen LLP
Attn: Anna Jones, District Manager
8390 East Crescent Parkway, Suite 500
Greenwood Village, CO 80111-2814

Copy to:

Folkestad Fazekas Barrick & Patoile, P.C.
Attn: Katie James
18 South Wilcox Street, Suite 200
Castle Rock, CO 80104

Notices to the Contractor:

METCO LANDSCAPE, INC.
 Attn.: Randy Morrow
 2200 Rifle Street
 Aurora, CO 80011

10.2 Entire Agreement. This Agreement will constitute the entire agreement between the parties with respect to performance of the Services, and no oral statements or prior written agreements not specifically incorporated herein will be of any force or effect. The District will not be bound by any purported modification or amendment of this Agreement and will not be deemed to have waived any provision of the Agreement, unless such modification, amendment or waiver is set forth in writing and signed by the District. No waiver by the District of Contractor's compliance with provisions or conditions of the Agreement on one occasion will be deemed to be a waiver of similar or dissimilar provisions or conditions at the same or any prior or subsequent time with respect to this Agreement.

10.3 Governing Law/Venue. This Agreement will be governed by and construed in accordance with Colorado law, and venue for any actions brought under this Agreement will be in Douglas County, Colorado.

10.4 Interpretation/Severability. If any provision of this Agreement is held illegal, invalid or unenforceable under present or future applicable law, such provision will be fully severable and this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision were not a part hereof. All headings in this Agreement are for convenience of reference only, are not part of this Agreement, and no construction or inference will be derived there from. This Agreement may be executed in any number of counterparts, each of which will be deemed an original and all of which taken together will be deemed one and the same document.

10.5 Construction. The parties acknowledge that each party has reviewed this Agreement and had an opportunity to have legal counsel review this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

10.6 Authority. Each of the parties represents to the other that such party has full power and authority to execute, deliver, and perform this Agreement; that the individuals executing this Agreement on behalf of said party are fully empowered and authorized by all requisite action to do so; that this Agreement constitutes a valid and legally binding obligation of such party enforceable against such party in accordance with its terms; that such execution, delivery, and performance will not contravene any legal or contractual restriction binding upon such party; and that there is no legal action, proceeding, or investigation of any kind now pending or to the knowledge of such parties threatened against or affecting such party or the execution, delivery, or performance of this Agreement.

10.7 Successors and Assigns. This Agreement will inure to the benefit of, and be binding upon, the Contractor, the District and their respective legal representatives, successors and permitted assigns. The Contractor may not assign or delegate the benefits and/or obligations under this Agreement without a prior written consent of the District; provided, however, the Contractor may subcontract certain tasks included in the Services as deemed appropriate by the Contractor. Notwithstanding the foregoing, consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Service Contractor or in connection with assignment to an affiliate or pursuant to the merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization. Notice of any permitted assignment shall be given by Contractor to the District within 7 days of such Assignment.

IN WITNESS WHEREOF, the parties have hereunto entered this Agreement on the date first written above. **CONTRACTOR:**

METCO LANDSCAPE, INC. a Colorado corporation

By: _____
Name: _____
Title: _____
Date: _____

DISTRICT:

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

By: _____
Calvin Brown, President Date

ATTEST:

By: _____
Ronald Bendall, Secretary

EXHIBIT A
SNOW REMOVAL AREAS MAP

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EXHIBIT B

SNOW REMOVAL RATES

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Service or Equipment Item	Billing Unit	Non-holiday Weekday Rate (includes weekends)	Holiday Rate** 1.5X
4x4 Pick-Up with 7.5 Foot Plow	Per hour	\$102.00	\$153.00
Stakebody with Plow	Per hour		
Tandem with Plow	Per hour		
Dump Truck - 10 yard	Per hour	\$180.00	\$270.00
Sand Truck	Per hour		
Backhoe	Per hour		
Loader	Per hour	\$185.00	\$277.50
ATV/Tool Cat with Plow	Per hour	\$80.00	\$120.00
Skidsteer	Per hour	\$120.00	\$180.00
Skidsteer with Pusher	Per hour	\$145.00	\$217.50
Front End Loader with Pusher/Box	Per hour	\$235.00	\$352.50
Snow Blower	Per hour	\$65.00	\$97.50
Supervisor	Per hour		
Laborer/Shoveling	Per hour	\$51.00	\$76.5
Ice Slicer (plus \$102.00 per hour for application)	\$210.00 Per Ton	\$102.00	\$153.00
Ice Melt (plus \$51.00 per hour for application)	\$.75 Per lbs	\$51.00	\$76.50
Liquid Magnesium	Per gallon		
Standby Rate, Ice Watch Rate	Per hour		
Obstacle Identification service plus \$2.50 per stake	Per hour	\$50.00	\$75.00

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- One hour minimum charge per service and job site.
- Mobilization costs, portal to portal, will be included in hourly services for each visit.

** Holiday rate is applicable on the following days: Thanksgiving Day, Christmas Day, New Year's Day and Easter.

EXHIBIT C**EMERGENCY SNOW REMOVAL RATES**

For use in extreme snow/blizzard events, of 12 inches or greater accumulation in one 24-hour period.

Service or Equipment Item	Billing Unit	Non-holiday Weekday Rate (includes weekends)	Holiday Rate** 1.5X
Mobilization time, portal to portal	Per hour	\$260.00	\$390.00
Fueling Heavy Equipment	Per hour	\$75.00	\$112.50
Rented Skid Steer	Per hour	\$195.00	\$292.50
Rented Front End Loader - 3 yard	Per hour	\$250.00	\$375.00
Rented Dump Truck – 10 yard	Per hour	\$190.00	\$285.00

- One hour minimum charge per service and job site.
- Rental Equipment will be contracted as available upon approval from Client. The Contractor will monitor weather to be prepared in the event of a large storm and have necessary resources available, however assumes no liability for the unavailability of rental equipment and operators.

**Holiday rate is applicable on the following days: Thanksgiving Day, Christmas Day, New Year's Day and Easter.

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

A RESOLUTION APPROVING SERVICES AGREEMENT
WITH ALTITUDE ATHLETIC SURFACES, LLC
FOR PICKLEBALL LINES INSTALLATION

The Roxborough Village Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"), has received a proposed Pickleball lines installation from Altitude Athletic Surfaces, LLC., a Colorado company, (the "Contractor"), as more specifically described in the Services Agreement attached hereto as Schedule A (the "Agreement"); and

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

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

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

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

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

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

By: _____
Calvin Brown, President

ATTEST:

By: _____
Ronald Bendall, Secretary

SCHEDULE A

Services Agreement with Altitude Athletic Surfaces, LLC

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement"), is made and entered into this _____ day of September, 2019, by and between **ROXBOROUGH VILLAGE METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is c/o CliftonLarsonAllen LLP, 8390 East Crescent Parkway, Suite 300, Greenwood Village, Colorado 80111-4814 (the "District"), and **ALTITUDE ATHLETIC SURFACES, LLC** a Colorado company, whose address is 4604 Fenwood Drive, Highlands Ranch, Colorado 80130 (the "Contractor").

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

CONTRACTOR INFORMATION:

Soc. Sec. or Tax I.D. #:	<u>84-2815332</u>
Telephone Number:	<u>303-885-1315</u>
Fax Number:	
Email address:	<u>kevinmleach@yahoo.com</u>
Contact Person:	<u>Kevin Leach, CTCB</u>

IT IS HEREBY AGREED AS FOLLOWS:

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

CONTRACT PRICE. Subject to the provisions of the Terms and Conditions, District agrees to pay, and Contractor agrees to accept as full compensation for performing the Work, a sum not to exceed Six Hundred and 00/100 Dollars (\$600.00) (the "Contract Price"), commencing during the month of October 2019, under the condition that once the project begins it will be completed within 7 calendar days.

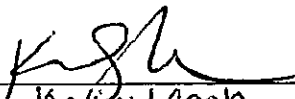
DISTRICT:

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

By: _____
Calvin Brown, President

CONTRACTOR:

ALTITUDE ATHLETIC SURFACES, LLC,
a Colorado corporation

By: 
Name: Kevin Leach
Its: OWNER

TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. **INSURANCE.**

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

b. Required Coverage Amounts.

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

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

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

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

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

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

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

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

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

6. SAFETY.

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

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

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

7. CHANGE ORDER PROCEDURES.

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

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

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

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

8. DISPUTES.

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

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

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

10. TERM.

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

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

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

- i. Breaches the terms of this Agreement.
- ii. Becomes insolvent, is subject to a petition in bankruptcy filed by or against Contractor, or is placed under control of receiver, liquidator, or committee of creditors.
- iii. Assigns or attempts to assign this Agreement without District's prior written consent.
- iv. Ceases to function as a going concern or abandons the Designated Territory.

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

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

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

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

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

END OF TERMS AND CONDITIONS

EXHIBIT A

Altitude Athletic Surfaces, LLC
4604 Fenwood Drive
Highlands Ranch, CO 80130
303-885-1315
kevinmleach@yahoo.com

Customer Name: CLA Connect
Address:
City: State: Zip Code:

Date: August 15, 2019
Project Location: Roxborough Park

Attention: Jerel Sangster

Email: jerel.sangster@claconnect.com

INSTALL PICKLEBALL LINES ONLY

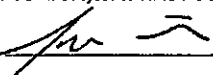
PROJECT SCOPE OF WORK: INSTALL PICKLEBALL LINES TO EXISTING CONCRETE SLAB

Clean area to prepare for new pickleball lines
Center pickleball playing area on existing tennis court slab
Layout and stripe 2" lines for Pickleball as per ASBA Guidelines

TOTAL COST OF PROJECT: \$600.00

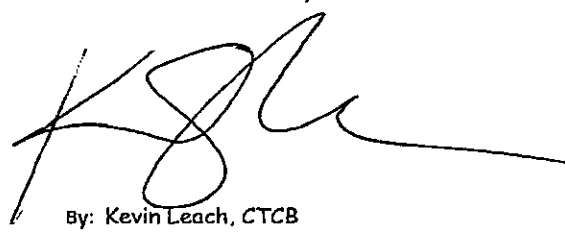
Notes:

- * Please note all cracks will return and can at any time due to thermal contraction of the substrate.
- * Color of new acrylic surface over repairs will not match existing colors due to UV fading.
- * We shall not be responsible for unstable base; soft or unstable areas will be corrected at owner's discretion.
- * Work cannot be performed on rainy days or when temperature is under 50 degrees.
- * Final billing will be based on actual field measured quantities at the above unit prices.
- * This quotation is subject to all terms and conditions listed on the following page.

Signed by: 

Altitude Athletic Surfaces, LLC.

Name CALVIN BROWN



Date 9/17/19

By: Kevin Leach, CTCB

The Following Are Post Packet Items:

Items That Were

Distributed At The Meeting

And Not In

The Original Packet

Scott Barnett

From: JAY D Fells <TAMJAY4@msn.com>
Sent: Monday, November 18, 2019 7:38 PM
To: Scott Barnett
Subject: Fence Proposal

Hello Scott,

Here are the fence proposals for the Roxborough Willow Creek area.

Wood structure ; This will have 6"x 6" treated wood posts with a combination of 4 x 4" and 4"x 6" treated wood cross bracing. Each side of walkway will have 5 or 6 posts. We would set 24"-30" deep (depending on roots, rock, etc) and 12" diameter concrete caissons with a rebar re-enforced post mounting bracket set in the caisson. This will help minimize the wood deterioration of the posts opposed to setting the post down in the concrete.

Composite structure; This will have the same caisson sizes and number of posts. These posts can be set down in the concrete caisson or bolted in to a caisson mounting bracket. Composite posts will be 5"x 5". These posts are hollow in the middle so we would fill the centers with concrete for added stability to help prevent bowing. Cross bracing will be 2"x 6" and 4"x 4" composite material.

Wood structure total bid - \$6,500 - \$7,000

Composite structure total bid - \$8,000 - \$8,500.... Solid 6"x 6" composite posts are available by special order as "porch posts". The research I did found those to be in the range of \$325-\$375 each in comparison to the 5"x 5" hollow posts at \$100 - \$125 each. Solid 6" x 6" posts would add another \$2k - \$3k to the cost.

I did a quite a bit of research on all types of railings, etc. If the pricing on the pre-built railings and bridges are any indication you may be able to get a metal or steel structure for the same price. We would love to do this project for you but it would be unfair not to give you all the information I have on this. I would recommend getting a bid on a metal structure as I think that would be a longer lasting solution if the pricing is similar.

Thank you for the opportunity to bid this project, it is greatly appreciated.
Please let me know if you have any questions or need more information,

Thanks again,

Jay Fells 303-808-1775
CDR Construction, LLC

Below are a few examples of what I thought you may like. All will be built with the flare out like pic in the middle.



Caisson
with
bracket

All wood or composite option
Wood with aircraft cable

Combo wood/composite
pre-builft metal railing inserts