

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: February 18, 2020 (Tuesday)
Time: 6:00 p.m.
Place: West Metro Fire Station 15
6220 N. Roxborough Park Road
Littleton, CO 80125
Call information for Board members and Staff: 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 (5 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 January 21, 2020 Regular Meeting Minutes (enclosed)
- B. Review and Accept the December 31, 2019 Financial Statements, February 13, 2020 Cash Position and Property Tax Schedule (enclosed)

DISCUSSION AGENDA

5. ACTION ITEMS (10 MINUTES)
 - A. Hydrosorce Discussion re Community Park Distribution Systems Report and Feasibility – John Keesen (enclosed)

Roxborough Village Metropolitan District

Agenda – February 18, 2020

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- B. Review and Consider Approval of Current Claims, Approve Transfer of Funds, and Ratify Payment of Autopay Claims and Ratify Approval of Previous Claims (enclosed)
 - C. Approve Metco Proposal for Sod Replacement for 7448 Pintail Dr. (to be distributed)
 - D. Approval of Proposals for Tree Fertilizer, Maintenance and Installation of 10 Trees Metco - \$56,840; Bailey Tree - \$83,165 (enclosed)
6. DIRECTOR ITEMS (5 MINUTES)
- A. Fall Festival
 - B. Update on Town Hall
 - C. Other
7. MANAGER MATTERS (40 MINUTES)
- A. Discuss Master Plan Next Steps (enclosed)
 - B. Review Timeline for Spillway Design and Rec Center Site Feasibility (enclosed)
 - C. Review and Approve Rec Center Scope (to be distributed)
 - D. Discuss Newsletter (to be distributed)
 - E. Plumbing update
 - F. Farmer's Market Update
 - G. Review and Consider Proposal from Patriot Pest Control for Mosquito Control Services in the Amount of \$2,000 Per Month for Six Months (enclosed)
 - H. Other
8. LEGAL MATTERS (10 MINUTES)
- A. Update on Funding for Annual Easter Egg Hunt
 - B. Update on Possible Encroachments
 - C. 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
 - D. Election-related items
 - E. Review and Consider Approval of 2020 Livable Cities Studio Services Agreement (enclosed)
 - F. Status of GMR Contract
 - G. Other
9. ENGINEERING MATTERS (10 MINUTES)
- A. Embankment Stabilization/Wetlands Planting
 - B. Aqua Sierra – Fish Stocking/Other Follow-up Items (enclosed)
10. LANDSCAPE MAINTENANCE (10 MINUTES)
- A. Metco Landscape Report – Bill Barr (enclosed)
 - B. Review and Consider Approval of Proposals

Roxborough Village Metropolitan District

Agenda – February 18, 2020

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1. Updated proposal to install drain at Marmot Ridge Park - \$8,255
(enclosed)
- C. Other

11. OTHER BUSINESS (5 MINUTES)

- A. Confirm Quorum for March 17, 2020 Regular Meeting at the Library.

12. ADJOURNMENT

2020 Meeting Calendar
Roxborough Library
West Metro Fire Station No. 15

JANUARY

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NOVEMBER

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DECEMBER

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RECORD OF PROCEEDINGS

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

HELD

Tuesday, January 21, 2019

A regular meeting of the Board of Directors of the Roxborough Village Metropolitan District (referred to hereafter as the "Board") was convened on Tuesday, January 21, 2020 at 6:30 p.m., at the Roxborough Library, 8375 N. Rampart Range Road #200, Littleton, Colorado 80125. The meeting was open to the public.

ATTENDANCE

In Attendance were Directors:

Calvin Brown
Debra Prysby
Steve Sherman
Edward Wagner (arrived at 6:56 pm)
Ron Bendall (arrived at 6:40 pm)

Also in Attendance were:

Katie James, Esq.; Folkestad Fazekas Barrick & Patoile, P.C.
Scott Barnett; Mulhern MRE Inc.
Bill Barr; Metco Landscaping
Todd Wenskoski; Livable Cities Studios
Anna Jones and Andrew Williams; CliftonLarsonAllen LLP
Bob Clinard; 7218 Red Mesa Court
Tara Ham; 7565 Brown Bear Way
Ephram Glass; 10196 Cavaletti Drive
Gale Cramer; 7733 Rampart Way
John Wanninger; 7733 Rampart Way
Shelly Stephens; 9824 Falcon Lane

CALL TO ORDER

The meeting was called to order at 6:34 p.m. by Director Brown.

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

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

RECORD OF PROCEEDINGS

APPROVE AGENDA

Upon a motion duly made by Director Prysby, seconded by Director Sherman, and upon vote unanimously carried, the Board approved the agenda with moving Engineering Matters to follow Manager Matters.

PUBLIC COMMENT and/or GUESTS

Roxborough residents Bob Clinard, Ephram Glass, and Tara Ham all provided public comment.

Mr. Clinard indicated his preference that the trees in Roxborough should be handled by a qualified arborist, indicating this is consistent with previous Boards' direction.

Mr. Glass asked for details regarding the number of Ash trees in the district and if it would be more reasonable to let the trees die and replace them as necessary. He stated that it may be more financially reasonable to let the Ash trees die and then be replaced by new trees.

Ms. Ham inquired about Metco's proposal regarding the replacement of doggy stations and asked about the brand of the replacement stations. Ms. Ham also asked about the status of the Easter Egg Hunt proposal.

CONSENT AGENDA

- A. Consider Approval of the Amended Minutes of the November 19, 2019 Regular Meeting and Minutes of the December 17, 2019 Special Meeting.
- B. Review and Accept the January 15, 2020 Cash Position and Property Tax Schedule
- C. Ratify Approval of the Proposal from Quest Environmental for Soil Sampling - \$1,595

After review, upon a motion duly made by Director Prysby, seconded by Director Sherman, and upon vote unanimously carried, the consent agenda was approved.

After review, upon a motion duly made by Director Prysby, seconded by Director Sherman, and upon vote unanimously carried, the agenda was approved as amended.

**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

RECORD OF PROCEEDINGS

After review, upon a motion duly made by Director Prysby, seconded by Director Bendall, and upon vote unanimously carried, the Board approved current claims, approved the transfer of funds, ratified payment of autopay claims, and ratified approval of previous claims.

MANAGER MATTERS

A. Discuss Master Plan Next Steps

Mr. Wenskoski reviewed the Master Plan schedule and next steps. He asked for clarification on the asset inventory and its role in the master planning process. After discussion with the Board, it was decided to form a committee to address this issue. Mr. Wenskoski addressed the logistics and timing of incorporating the Board and consultant comments in the first draft of the plan.

B. Discuss Newsletter

Ms. Jones reviewed plans for the newsletter, and after some discussion the Board provided direction and comments on the newsletter graphics and content. CLA and Katie James will address these comments and bring the revised document to the February board meeting.

C. Plumbing updates

Ms. Jones reviewed the status of the plumbing items with the Board. After review, upon a motion duly made by Director Prysby, seconded by Director Bendall, and upon vote unanimously carried, the Board directed the management team to order equipment not to exceed \$3,000 for upgrades/repairs to the men's bathroom.

D. Consider Changing Meeting Start Time to 6:00 pm

After review, upon a motion duly made by Director Prysby, seconded by Director Sherman, and upon vote unanimously carried, the Board approved the change of the meeting start time to 6:00pm contingent on the availability at both the Library and Fire Station for that time.

E. Other

After review, upon a motion duly made by Director Prysby, seconded by Director Wagner, and upon vote unanimously carried, the Board approved the creation of a committee to

RECORD OF PROCEEDINGS

address the asset inventory for the purposes of tracking and monitoring the District's expenses over time. The inventory will include maintenance for irrigation, landscaping and trees.

ENGINEERING MATTERS

A. Discuss Enhancement, Spillway and Trail Design

Mr. Barnett and Mr. Wenskoski discussed the spillway and asked for direction from the Board to continue with conceptual level design for the spillway. After review, upon a motion duly made by Director Sherman, seconded by Director Bendall, and upon vote unanimously carried, the Board instructed Mr. Barnett and Mr. Wenskoski to begin working on the spillway design project and to develop a more detailed scope to bring back for the February meeting.

B. Feasibility Study Discussion

Mr. Barnett discussed the feasibility study and indicated he will work with Mr. Wenskoski to develop a more detailed scope, and list of potential contractors that will be needed to bring back to the Board at the February meeting.

C. Embankment Stabilization/Wetlands Planting

Mr. Barnett discussed and reviewed.. The Board discussed ideas regarding educational signage and awareness to improve water quality in the district.

D. Aqua Sierra Updates

Mr. Barnett discussed and the Board asked questions regarding the fish that were stocked last year and the health of those fish. The Board asked Mr. Barnett to research the need for stocking fish in the District's ponds Mr. Barnett will follow up with Aqua Sierra to get more information.

E. Discuss Asset Tracking and Mapping Assets – Best Approach

Tabled until the asset tracking efforts are finished.

A. Metco Landscape Report

Mr. Barr reviewed current status of landscaping work.

LANDSCAPE MAINTENANCE

RECORD OF PROCEEDINGS

B. Review and Consider Approval of Proposals:

1. Proposals for Tree Fertilizer, Maintenance and Installation of 10 Trees Metco- \$56,840; Bailey Tree - \$83,165

After review and discussion the Board instructed CLA to research total number of ash trees in the District before approving either proposal.

2. Proposal to install drain at Marmot Ridge Park - \$8,255

After review and discussion the Board asked Mr. Barr to bring back greater detail about the proposal before approving it.

3. Proposals to cut down Cottonwood touching fence at Elmwood Street - \$2,150

After review, upon a motion duly made by Director Wagner, seconded by Director Bendall, and upon vote unanimously carried, the Board approved Metco's proposal to cut down the Cottonwood for \$2,150.

4. Proposal to Replace Doggy Station Trash Cans

After review, upon a motion duly made by Director Sherman, seconded by Director Bendall, and upon vote unanimously carried, the Board approved Metco's proposal to replace the doggy station trash cans for \$2,290.

- D. Other – None.

DIRECTOR ITEMS

A. Fall Festival

Director Brown reviewed and provided updates regarding planning for the event.

B. Town Hall

Director Sherman provided an overview of his ideas for a community town hall event. After discussion and review, the Board instructed CLA to begin planning and preparing to host a town hall set for March 10th.

RECORD OF PROCEEDINGS

C. Other

None

LEGAL MATTERS

A. Discuss request for Funding Annual Easter Egg Hunt

Ms. James stated that she has yet to hear a response from Mr. Yeats regarding funding for the Easter Egg Hunt.

B. Update on Possible Encroachments

Ms. James stated that she has also not received a response from the residents, and outlined possible next steps and escalation of her response.

C. 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.

No discussion.

D. Update on 7448 Pintail Drainage

Ms. James has a voicemail from this afternoon from the owner and will follow up with them. .

E. Follow up re: Lumber Delivery and GMR Status

No discussion, tabled till next meeting.

F. Election Related Items

Ms. James reviewed with the Board. She requested the management team add Ms. James' contact information to the District's website for election inquiries, with information on the 2020 election and how to Self- Nominate for the open Board seats. Ms. James has received two applications so far.

G. Review and Consider Approval or 2020 Services Agreement with Livable Cities Studios; Adopt Resolution Approving the 2020 Service Agreement with Livable Cities Studios

Tabled till next meeting.

RECORD OF PROCEEDINGS

H. Review and Consider Approval of Resolution Amending Renewal of Foothills Intergovernmental Agreement for Roxborough Village Metropolitan District Resident Use of Foothills Recreation Amenities for 2020

After review, upon a motion duly made by Director Prsyby, seconded by Director Sherman, and upon vote unanimously carried, the Board approved the renewal of the Foothills IGA for 2020.

I. Executive Session Pursuant to C.R.S. Section 24-6-402(4)(b) for Purposes of Receiving Legal Advice on a Specific Legal Question

Not needed.

J. Other

Ms. James reviewed two Resolutions with the Board – one to approve locations and new times of regular meetings in 2020 and one to designate the location for posting 24-hour notice under C.R.S. §29-6-402(2)(c). After review, upon a motion duly made by Director Sherman, seconded by Director Wagner, and upon vote unanimously carried, the Board approved the Resolutions.

OTHER BUSINESS

A. Confirm Quorum for January 21, 2019 Regular Meeting

A quorum was confirmed.

ADJOURNMENT

Upon a motion duly made by Director Brown, 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
DECEMBER 31, 2019

DRAFT

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
BALANCE SHEET - GOVERNMENTAL FUNDS
DECEMBER 31, 2019

13

	General	Debt Service	Capital Projects	Total
ASSETS				
Checking - FirstBank	\$ 61,303	\$ -	\$ -	\$ 61,303
Colotrust	650,677	1,161,871	1,625,226	3,437,774
Bond Fund 1993 A&B	-	1,192,291	-	1,192,291
Receivable from County Treasurer	29,154	-	-	29,154
Property tax receivable	969,312	817,985	-	1,787,297
Prepaid insurance	400	-	-	400
Prepaid expense	5,043	-	-	5,043
TOTAL ASSETS	\$ 1,715,889	\$ 3,172,147	\$ 1,625,226	\$ 6,513,262
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES				
CURRENT LIABILITIES				
Accounts payable	\$ 50,388	\$ -	\$ 26,626	\$ 77,014
Total Liabilities	50,388	-	26,626	77,014
DEFERRED INFLOWS OF RESOURCES				
Deferred property tax revenue	\$ 969,312	\$ 817,985	\$ -	\$ 1,787,297
Total Deferred Inflows of Resources	969,312	817,985	-	1,787,297
FUND BALANCES				
Total Fund Balances	696,189	2,354,162	1,598,600	4,648,951
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES	\$ 1,715,889	\$ 3,172,147	\$ 1,625,226	\$ 6,513,262

DRAFT

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 TWELVE MONTHS ENDED DECEMBER 31, 2019

GENERAL FUND

	Annual Budget	Year to Date Actual	Variance
REVENUES			
Property taxes	\$ 842,190	\$ 838,961	\$ (3,229)
Specific ownership tax	321,122	321,626	504
Interest income	6,000	29,578	23,578
Sports field fees	11,000	1,650	(9,350)
Miscellaneous income	2,000	2,645	645
TOTAL REVENUES	<u>1,182,312</u>	<u>1,194,460</u>	<u>12,148</u>
EXPENDITURES			
Accounting	45,000	38,754	6,246
Auditing	5,000	4,950	50
County Treasurer's fee	12,633	12,594	39
Directors' fees	8,000	7,500	500
Dues and licenses	1,200	1,169	31
Insurance and bonds	10,000	10,143	(143)
District management	110,000	128,405	(18,405)
Legal services	70,000	58,560	11,440
Miscellaneous	4,000	3,961	39
Newsletter and postage	-	3,810	(3,810)
Payroll taxes	612	574	38
Repairs and maintenance	60,000	16,322	43,678
Engineering	40,000	25,189	14,811
Landscape maintenance & supplies	-	25,564	(25,564)
Playground repairs and maintenance	30,000	350	29,650
Mosquito control	16,000	14,000	2,000
Landscape weed control	35,000	22,391	12,609
Landscape irrigation maintenance	95,000	7,147	87,853
Algae control	5,400	-	5,400
Landscape contract	160,000	159,840	160
Snow removal	30,000	54,118	(24,118)
Tree maintenance	75,000	89,045	(14,045)
Portable restrooms	3,000	2,872	128
Foothills Park and Recreation fees	17,500	20,465	(2,965)
Seasonal lights	13,000	-	13,000
Open space maintenance / fire mitigation	25,000	-	25,000
Utilities	18,000	13,503	4,497
Nonpotable water purchase usage	75,000	48,975	26,025
Communications/website	600	228	372
Graffiti removal/ vandalism	10,000	1,550	8,450
Skate Park maintenance	15,000	40,088	(25,088)
Landscape improvement	67,500	13,616	53,884
Community events	-	16,002	(16,002)
Contingency	30,000	-	30,000
TOTAL EXPENDITURES	<u>1,087,445</u>	<u>841,685</u>	<u>245,760</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	94,867	352,775	257,908
OTHER FINANCING SOURCES (USES)			
Transfers to other funds	(100,000)	(100,000)	-
TOTAL OTHER FINANCING SOURCES (USES)	<u>(100,000)</u>	<u>(100,000)</u>	<u>-</u>
NET CHANGE IN FUND BALANCES	(5,133)	252,775	257,908
FUND BALANCES - BEGINNING	<u>411,505</u>	<u>443,415</u>	<u>31,910</u>
FUND BALANCES - ENDING	<u>\$ 406,372</u>	<u>\$ 696,190</u>	<u>\$ 289,818</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.

SUPPLEMENTARY INFORMATION

DRAFT

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2019

DEBT SERVICE FUND

	Annual Budget	Year to Date Actual	Variance
REVENUES			
Property taxes	\$ 2,369,030	\$ 2,359,946	\$ (9,084)
Interest income	50,000	93,097	43,097
TOTAL REVENUES	<u>2,419,030</u>	<u>2,453,043</u>	<u>34,013</u>
EXPENDITURES			
County Treasurer's fee	35,535	35,425	110
Paying agent fees	2,700	2,700	-
Bond interest - Series 1993	224,290	225,277	(987)
Bond interest - Series 2014	64,453	64,453	-
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>1,997,855</u>	<u>4,123</u>
NET CHANGE IN FUND BALANCES	417,052	455,188	38,136
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>\$ 2,354,161</u>	<u>\$ 56,966</u>

DRAFT

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ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2019

CAPITAL PROJECTS FUND

	Annual Budget	Year to Date Actual	Variance
REVENUES			
Lottery proceeds	\$ 34,000	\$ 40,165	\$ 6,165
Interest income	500	-	(500)
Miscellaneous income	1,000	-	(1,000)
TOTAL REVENUES	<u>35,500</u>	<u>40,165</u>	<u>4,665</u>
EXPENDITURES			
Accounting	3,000	-	3,000
District management	15,000	44,051	(29,051)
Legal services	5,000	-	5,000
Engineering	10,000	-	10,000
Baseball field improvements	10,000	7,618	2,382
Open space maintenance / fire mitigation	15,000	-	15,000
Irrigation upgrades/replacement	200,000	-	200,000
Parking lot improvements	-	5,183	(5,183)
Trails/bike path	15,000	-	15,000
Water rights enhancements	30,000	7,600	22,400
Master plan	150,000	113,540	36,460
Contingency	100,000	-	100,000
TOTAL EXPENDITURES	<u>553,000</u>	<u>177,992</u>	<u>375,008</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(517,500)	(137,827)	379,673
OTHER FINANCING SOURCES (USES)			
Transfers from other funds	100,000	100,000	-
TOTAL OTHER FINANCING SOURCES (USES)	<u>100,000</u>	<u>100,000</u>	<u>-</u>
NET CHANGE IN FUND BALANCES	(417,500)	(37,827)	379,673
FUND BALANCES - BEGINNING	<u>1,495,531</u>	<u>1,636,426</u>	<u>140,895</u>
FUND BALANCES - ENDING	<u>\$ 1,078,031</u>	<u>\$ 1,598,599</u>	<u>\$ 520,568</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 REVENUES AND EXPENDITURES
FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2019

CHATFIELD FARMS

	Annual Budget	Year to Date Actual	Variance
REVENUES			
Property taxes	\$ 242,102	\$ 249,591	\$ 7,489
TOTAL REVENUES	242,102	249,591	7,489
EXPENDITURES			
Accounting	8,000	6,893	1,107
Auditing	800	747	53
County Treasurer's fee	3,632	3,747	(115)
Directors' fees	1,068	1,133	(65)
Dues and licenses	180	177	3
Insurance and bonds	1,500	1,532	(32)
District management	14,000	19,389	(5,389)
Legal services	18,000	8,081	9,919
Miscellaneous	500	360	140
Newsletter and postage	-	575	(575)
Repairs and maintenance	15,000	2,464	12,536
Engineering	5,000	3,247	1,753
Mosquito control	2,400	2,114	286
Landscape weed control	12,000	7,362	4,638
Landscape irrigation maintenance	15,000	1,080	13,920
Algae control	750	-	750
Landscape contract	39,000	39,000	-
Snow removal	4,500	8,172	(3,672)
Portable restrooms	1,000	1,328	(328)
Nonpotable water purchase usage	8,900	7,478	1,422
Communications/website	80	34	46
Graffiti removal/ vandalism	3,000	234	2,766
Landscape improvement	10,000	535	9,465
Community events	-	2,269	(2,269)
TOTAL EXPENDITURES	164,310	117,951	46,359
NET CHANGE IN FUND BALANCES	77,792	131,640	53,848
FUND BALANCES - BEGINNING	454,849	533,035	78,186
FUND BALANCES - ENDING	\$ 532,641	664,675	\$ 132,034
INTEREST ON SHORTFALL		886	
CAPITAL RESERVE CONTRIBUTION			
Annual Contribution - Prior Years		(361,490)	
Annual Contribution - Current Year		(30,114)	
		\$ 273,957	

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 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 Tax-Free Loan 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>\$ 1,329,560</u>	<u>\$ 183,124</u>	<u>\$ 2,330,000</u>	<u>\$ 76,836</u>	<u>\$ 3,659,560</u>	<u>\$ 259,960</u>	<u>\$ 3,919,520</u>

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ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
Schedule of Cash Position
December 31, 2019
Updated as of February 13, 2020

	General Fund	Debt Service Fund	Capital Projects Fund	Total
<u>FirstBank - Checking Account</u>				
Balance as of 12/31/19	\$ 61,303.25	\$ -	\$ -	\$ 61,303.25
Subsequent activities:				
01/16/20 - December Roxborough Water	(1,225.73)	-	-	(1,225.73)
01/21/20 - Checks #1361-1367	(48,297.32)	-	(26,626.33)	(74,923.65)
01/23/20 - December IREA	(864.77)	-	-	(864.77)
01/28/20 - December Xcel Energy	(19.13)	-	-	(19.13)
01/30/20 - Colorado Special Districts & Liability Insurance 2020	(9,383.00)	-	-	(9,383.00)
01/30/20 - Transfer from ColoTrust	46,000.00	-	23,000.00	69,000.00
<i>Anticipated payables</i>	(87,059.21)	-	(14,879.34)	(101,938.55)
<i>Anticipated ADP payroll/taxes - Jan</i>	(538.25)	-	-	(538.25)
<i>Anticipated Xcel payment - Jan paid in Feb</i>	(38.62)	-	-	(38.62)
<i>Anticipated IREA payment - Jan paid in Feb</i>	(896.97)	-	-	(896.97)
<i>Anticipated Roxborough Water payment - Jan paid in Feb</i>	(1,225.73)	-	-	(1,225.73)
<i>Anticipated transfer from Colotrult - Feb</i>	92,494.33	-	18,505.67	111,000.00
<i>Anticipated Balance</i>	<u>50,248.85</u>	<u>-</u>	<u>-</u>	<u>50,248.85</u>
<u>Colotrult - Plus</u>				
Balance as of 12/31/19	650,676.59	1,161,870.97	1,625,226.78	3,437,774.34
Subsequent activities:				
01/10/20 - Property/SO Taxes - Dec	29,153.64	-	-	29,153.64
01/30/20 - Transfer to FirstBank	(46,000.00)	-	(23,000.00)	(69,000.00)
01/31/20 - Interest Income	1,624.81	3,791.23	-	5,416.04
02/10/20 - Property/SO Taxes- Jan	34,783.92	16,633.30	-	51,417.22
<i>Anticipated transfer to checking</i>	(92,494.33)	-	(18,505.67)	(111,000.00)
<i>Anticipated Balance</i>	<u>577,744.63</u>	<u>1,182,295.50</u>	<u>1,583,721.11</u>	<u>3,343,761.24</u>
<u>UMB - 1993 A & B Bond Fund</u>				
Balance as of 12/31/19	-	1,192,290.94	-	1,192,290.94
Subsequent activities:				
01/31/20 - Interest Income	-	1,623.77	-	1,623.77
<i>Anticipated Balance</i>	<u>-</u>	<u>1,193,914.71</u>	<u>-</u>	<u>1,193,914.71</u>
<i>Anticipated Balances</i>	<u>\$ 627,993.48</u>	<u>\$ 2,376,210.21</u>	<u>\$ 1,583,721.11</u>	<u>\$ 4,587,924.80</u>

Yield information (as of 01/31/20):

First Bank - 0.0%

Colotrult Plus - 1.85%

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	-	-	31,584.12	-	-	31,584.12	0.00%	99.56%	18,662.53	-0.26%	99.57%
November	1,756.38	-	25,419.19	122.95	(28.19)	27,270.33	0.05%	99.62%	26,396.63	-0.06%	99.51%
December	-	-	29,153.64	-	-	29,153.64	0.00%	99.62%	32,171.88	0.00%	99.51%
\$	3,198,907.06	\$ -	\$ 321,626.37	\$ 2,348.51	\$ (48,018.80)	\$ 3,474,863.14	99.62%	99.62%	\$ 3,478,350.47	99.51%	99.51%

Taxes Levied	% of Levied	Property Taxes Collected	% Collected to Amount Levied
\$ 842,190	26.23%	\$ 838,960.75	99.62%
2,369,030	73.77%	2,359,946.31	99.62%
\$ 3,211,220	100.00%	\$ 3,198,907.06	99.62%

Chatfield Farms
\$ 242,102.00
-
\$ 242,102.00

Property Tax

General Fund
 Debt Service Fund

Specific Ownership Tax

General Fund
 Debt Service Fund

Treasurer's Fees

General Fund
 Debt Service Fund

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 Metro District – Community Park
Littleton, CO

IRRIGATION SYSTEM RECOMMENDATIONS

1. Redesign and replace the existing irrigation system for the park. The lower ballfield area should be the top priority. This is the largest turf area that is currently being watered in the park.
2. Install master valve and flow sensor at the park. This will allow the irrigation system to shut down when there is a break or a leak. Many leaks are never detected unless they are seen or after considerable damage is done and most irrigation is being done at night or in the early morning hours. Flow sensors can potentially save thousands of dollars and thousands of gallons of water.
3. Install pressure regulating devices at valves and/or all heads. This will allow control of water pressure for each individual zone.
4. Central communication from pump to controller.

LANDSCAPE IRRIGATION INTENT FOR PARK:

Before moving forward with the Community Park redesign it is important to prioritize what is to be irrigated and what areas are intended to have a more manicured look. Also, do you want to water any of the more native looking areas? Now would be the ideal time to make these decisions. Besides the ballfields, here are some areas to consider turf or a more manicured landscape:

1. Around the parking lot at the entrances
2. Playground
3. Gazebos
4. Volleyball court
5. Basketball court
6. Tennis court
7. Skate park



Irrigate slope and mow like turf or let go to a more native state?



Native or manicured look around parking lot and picnic structure?



Two different types of turf and soils in ballfield. Address this and drainage issues prior to installation of new irrigation.

I would recommend doing the design for the entire park at once. The installation could be done in phases based on cost and budgets. Once determinations have been made on how all the different areas of the park are to be irrigated, we can provide cost estimates for design and installation of the irrigation system.

Significant water and maintenance savings, plus a better-looking property can result when the above recommendations are implemented.

Roxborough Village Metropolitan District
Cash Requirement Report - Detailed

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All Dates

GL Account	Description	Gross Open Amount	Discount Available	Net Open Amount	Cash Required
Aquasierra Aqua Sierra INC					
Reference:	04-6355	Date:	12/31/19	Discount exp date:	
GL AP account:	102500	Due date:	12/31/19	Payment term:	
107582	Repairs and maintenance - Aqua Sierra INC	<u>4,130.00</u>			
	Totals	4,130.00	0.00	4,130.00	4,130.00
Totals for Aqua Sierra INC		<u>4,130.00</u>	<u>0.00</u>	<u>4,130.00</u>	<u>4,130.00</u>
ARK ARK Ecological Services, LLC					
Reference:	3419	Date:	12/31/19	Discount exp date:	
GL AP account:	102500	Due date:	12/31/19	Payment term:	
107592	Landscape weed control - ARK Ecological Services, LLC	<u>4,985.74</u>			
	Totals	4,985.74	0.00	4,985.74	4,985.74
Reference:	3429	Date:	12/31/19	Discount exp date:	
GL AP account:	102500	Due date:	12/31/19	Payment term:	
107592	Landscape weed control - ARK Ecological Services, LLC	<u>2,092.90</u>			
	Totals	2,092.90	0.00	2,092.90	2,092.90
Reference:	3419	Date:	12/31/19	Discount exp date:	
GL AP account:	112500	Due date:	12/31/19	Payment term:	
117592	Landscape weed control - ARK Ecological Services, LLC	<u>2,098.67</u>			
	Totals	2,098.67	0.00	2,098.67	2,098.67
Totals for ARK Ecological Services, LLC		<u>9,177.31</u>	<u>0.00</u>	<u>9,177.31</u>	<u>9,177.31</u>
CLA CliftonLarsonAllen, LLP					
Reference:	2369381	Date:	01/31/20	Discount exp date:	
GL AP account:	102500	Due date:	01/31/20	Payment term:	
107000	Accounting - CliftonLarsonAllen, LLP	<u>3,871.44</u>			
	Totals	3,871.44	0.00	3,871.44	3,871.44
Totals for CliftonLarsonAllen, LLP		<u>3,871.44</u>	<u>0.00</u>	<u>3,871.44</u>	<u>3,871.44</u>
FOLKESTAD Folkestad Fazekas Barrick & Patoile					
Reference:	32537	Date:	01/31/20	Discount exp date:	
GL AP account:	102500	Due date:	01/31/20	Payment term:	
107460	Legal services - Folkestad Fazekas Barrick & Patoile	<u>4,254.50</u>			
	Totals	4,254.50	0.00	4,254.50	4,254.50
Totals for Folkestad Fazekas Barrick & Patoile		<u>4,254.50</u>	<u>0.00</u>	<u>4,254.50</u>	<u>4,254.50</u>
FOOTHILLS Foothills Park & Recreation District					
Reference:	SALES00000033217	Date:	01/31/20	Discount exp date:	
GL AP account:	102500	Due date:	01/31/20	Payment term:	
107600	Foothills Park and Recreation fees - Foothills Park & Recreation District	<u>1,636.10</u>			
	Totals	1,636.10	0.00	1,636.10	1,636.10
Totals for Foothills Park & Recreation District		<u>1,636.10</u>	<u>0.00</u>	<u>1,636.10</u>	<u>1,636.10</u>

Roxborough Village Metropolitan District
Cash Requirement Report - Detailed

All Dates

GL Account	Description	Gross Open Amount	Discount Available	Net Open Amount	Cash Required
HYDRO	HydroSystems				
Reference:	19848	Date:	01/31/20	Discount exp date:	
GL AP account:	102500	Due date:	01/31/20	Payment term:	
107593	Landscape irrigation maintenance - HydroSystems	<u>4,875.00</u>			
	Totals	4,875.00	0.00	4,875.00	4,875.00
	Totals for HydroSystems	<u>4,875.00</u>	<u>0.00</u>	<u>4,875.00</u>	<u>4,875.00</u>
IREA	IREA				
Reference:	85350300	Date:	01/31/20	Discount exp date:	
GL AP account:	102500	Due date:	01/31/20	Payment term:	
107701	Utilities - IREA	<u>21.00</u>			
	Totals	21.00	0.00	21.00	21.00
Reference:	25782000	Date:	01/31/20	Discount exp date:	
GL AP account:	102500	Due date:	01/31/20	Payment term:	
107701	Utilities - IREA	<u>30.00</u>			
	Totals	30.00	0.00	30.00	30.00
Reference:	85311000	Date:	01/31/20	Discount exp date:	
GL AP account:	102500	Due date:	01/31/20	Payment term:	
107701	Utilities - IREA	<u>79.35</u>			
	Totals	79.35	0.00	79.35	79.35
Reference:	85210100	Date:	01/31/20	Discount exp date:	
GL AP account:	102500	Due date:	01/31/20	Payment term:	
107701	Utilities - IREA	<u>132.15</u>			
	Totals	132.15	0.00	132.15	132.15
Reference:	25968000	Date:	01/31/20	Discount exp date:	
GL AP account:	102500	Due date:	01/31/20	Payment term:	
107701	Utilities - IREA	<u>21.90</u>			
	Totals	21.90	0.00	21.90	21.90
Reference:	21367302	Date:	01/31/20	Discount exp date:	
GL AP account:	102500	Due date:	01/31/20	Payment term:	
107701	Utilities - IREA	<u>21.57</u>			
	Totals	21.57	0.00	21.57	21.57
Reference:	85311102	Date:	01/31/20	Discount exp date:	
GL AP account:	102500	Due date:	01/31/20	Payment term:	
107701	Utilities - IREA	<u>504.00</u>			
	Totals	504.00	0.00	504.00	504.00
Reference:	26129901	Date:	01/31/20	Discount exp date:	
GL AP account:	102500	Due date:	01/31/20	Payment term:	
107701	Utilities - IREA	<u>21.00</u>			
	Totals	21.00	0.00	21.00	21.00
Reference:	21419100	Date:	01/31/20	Discount exp date:	
GL AP account:	102500	Due date:	01/31/20	Payment term:	
107701	Utilities - IREA	<u>48.00</u>			
	Totals	48.00	0.00	48.00	48.00
Reference:	23509300	Date:	01/31/20	Discount exp date:	

**Roxborough Village Metropolitan District
Cash Requirement Report - Detailed**

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All Dates

GL Account	Description	Gross Open Amount	Discount Available	Net Open Amount	Cash Required
GL AP account: 107701	102500 Utilities - IREA	Due date: 01/31/20 <u>18.00</u>	Payment term:		
	Totals	18.00	0.00	18.00	18.00
	Totals for IREA	<u>896.97</u>	<u>0.00</u>	<u>896.97</u>	<u>896.97</u>
LEONARDRICE	Leonard Rice Engineers, Inc.				
Reference: GL AP account: 307859	14226 302500 Water rights enhancements - Leonard Rice Engineers, Inc.	Date: 01/31/20 Due date: 01/31/20 <u>2,750.00</u>	Discount exp date: Payment term:		
	Totals	2,750.00	0.00	2,750.00	2,750.00
	Totals for Leonard Rice Engineers, Inc.	<u>2,750.00</u>	<u>0.00</u>	<u>2,750.00</u>	<u>2,750.00</u>
LIVABLECITI	Livable Cities Studio, Inc.				
Reference: GL AP account: 307862	1300 302500 Master plan - Livable Cities Studio, Inc.	Date: 01/31/20 Due date: 01/31/20 <u>12,129.34</u>	Discount exp date: Payment term:		
	Totals	12,129.34	0.00	12,129.34	12,129.34
	Totals for Livable Cities Studio, Inc.	<u>12,129.34</u>	<u>0.00</u>	<u>12,129.34</u>	<u>12,129.34</u>
METCO	METCO LANDSCAPE, INC.				
Reference: GL AP account: 107610	540982 102500 Seasonal lights - METCO LANDSCAPE, INC.	Date: 12/31/19 Due date: 12/31/19 <u>13,900.00</u>	Discount exp date: Payment term:		
	Totals	13,900.00	0.00	13,900.00	13,900.00
Reference: GL AP account: 107593	533663 102500 Landscape irrigation maintenance - METCO LANDSCAPE, INC.	Date: 12/31/19 Due date: 12/31/19 <u>3,091.00</u>	Discount exp date: Payment term:		
	Totals	3,091.00	0.00	3,091.00	3,091.00
Reference: GL AP account: 107595	SM180226 102500 Landscape contract - METCO LANDSCAPE, INC.	Date: 01/31/20 Due date: 01/31/20 <u>13,797.00</u>	Discount exp date: Payment term:		
	Totals	13,797.00	0.00	13,797.00	13,797.00
Reference: GL AP account: 107585	540983 102500 Landscape maintenance & supplies - METCO LANDSCAPE, INC.	Date: 01/31/20 Due date: 01/31/20 <u>560.00</u>	Discount exp date: Payment term:		
	Totals	560.00	0.00	560.00	560.00
Reference: GL AP account: 107585	541172 102500 Landscape maintenance & supplies - METCO LANDSCAPE, INC.	Date: 01/31/20 Due date: 01/31/20 <u>2,150.00</u>	Discount exp date: Payment term:		
	Totals	2,150.00	0.00	2,150.00	2,150.00
Reference: GL AP account: 107585	541171 102500 Landscape maintenance & supplies - METCO LANDSCAPE, INC.	Date: 01/31/20 Due date: 01/31/20 <u>2,290.00</u>	Discount exp date: Payment term:		

Roxborough Village Metropolitan District
Cash Requirement Report - Detailed

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All Dates

GL Account	Description	Gross Open Amount	Discount Available	Net Open Amount	Cash Required
Totals		2,290.00	0.00	2,290.00	2,290.00
Reference:	541230	Date:	01/31/20	Discount exp date:	
GL AP account:	102500	Due date:	01/31/20	Payment term:	
107585	Landscape maintenance & supplies - METCO LANDSCAPE, INC.	<u>1,000.00</u>			
Totals		1,000.00	0.00	1,000.00	1,000.00
Reference:	541173	Date:	01/31/20	Discount exp date:	
GL AP account:	102500	Due date:	01/31/20	Payment term:	
107585	Landscape maintenance & supplies - METCO LANDSCAPE, INC.	<u>1,850.00</u>			
Totals		1,850.00	0.00	1,850.00	1,850.00
Reference:	SM180835	Date:	02/29/20	Discount exp date:	
GL AP account:	102500	Due date:	02/29/20	Payment term:	
107595	Landscape contract - METCO LANDSCAPE, INC.	<u>13,797.00</u>			
Totals		13,797.00	0.00	13,797.00	13,797.00
Totals for METCO LANDSCAPE, INC.		<u><u>52,435.00</u></u>	<u><u>0.00</u></u>	<u><u>52,435.00</u></u>	<u><u>52,435.00</u></u>
MULHERN Mulhern MRE Inc.					
Reference:	MMRE6349	Date:	11/30/19	Discount exp date:	
GL AP account:	102500	Due date:	11/30/19	Payment term:	
107584	Engineering - Mulhern MRE Inc.	<u>2,860.52</u>			
Totals		2,860.52	0.00	2,860.52	2,860.52
Reference:	MMRE6350	Date:	11/30/19	Discount exp date:	
GL AP account:	102500	Due date:	11/30/19	Payment term:	
107584	Engineering - Mulhern MRE Inc.	<u>130.00</u>			
Totals		130.00	0.00	130.00	130.00
Reference:	MMRE6354	Date:	12/31/19	Discount exp date:	
GL AP account:	102500	Due date:	12/31/19	Payment term:	
107584	Engineering - Mulhern MRE Inc.	<u>260.00</u>			
Totals		260.00	0.00	260.00	260.00
Reference:	MMRE6356	Date:	12/31/19	Discount exp date:	
GL AP account:	102500	Due date:	12/31/19	Payment term:	
107584	Engineering - Mulhern MRE Inc.	<u>3,205.52</u>			
Totals		3,205.52	0.00	3,205.52	3,205.52
Totals for Mulhern MRE Inc.		<u><u>6,456.04</u></u>	<u><u>0.00</u></u>	<u><u>6,456.04</u></u>	<u><u>6,456.04</u></u>
ROXWATERSAN Roxborough Water & San District					
Reference:	7122381	Date:	01/31/20	Discount exp date:	
GL AP account:	102500	Due date:	01/31/20	Payment term:	
107702	Nonpotable water purchase usage - Roxborough Water & San District	<u>100.39</u>			
Totals		100.39	0.00	100.39	100.39
Reference:	7121316	Date:	01/31/20	Discount exp date:	
GL AP account:	102500	Due date:	01/31/20	Payment term:	
107702	Nonpotable water purchase usage - Roxborough Water & San District	<u>94.71</u>			
Totals		94.71	0.00	94.71	94.71

Roxborough Village Metropolitan District
Cash Requirement Report - Detailed

All Dates

GL Account	Description	Gross Open Amount	Discount Available	Net Open Amount	Cash Required
Reference:	7122027	Date:	01/31/20	Discount exp date:	
GL AP account:	102500	Due date:	01/31/20	Payment term:	
107702	Nonpotable water purchase usage - Roxborough Water & San District	<u>189.42</u>			
	Totals	189.42	0.00	189.42	189.42
Reference:	7124611	Date:	01/31/20	Discount exp date:	
GL AP account:	102500	Due date:	01/31/20	Payment term:	
107702	Nonpotable water purchase usage - Roxborough Water & San District	<u>94.71</u>			
	Totals	94.71	0.00	94.71	94.71
Reference:	7122162	Date:	01/31/20	Discount exp date:	
GL AP account:	102500	Due date:	01/31/20	Payment term:	
107702	Nonpotable water purchase usage - Roxborough Water & San District	<u>746.50</u>			
	Totals	746.50	0.00	746.50	746.50
Totals for Roxborough Water & San District		<u>1,225.73</u>	<u>0.00</u>	<u>1,225.73</u>	<u>1,225.73</u>
SBPORTABOWL	S&B Porta Bowl Restrooms, Inc.				
Reference:	437337	Date:	01/31/20	Discount exp date:	
GL AP account:	112500	Due date:	01/31/20	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:	437336	Date:	01/31/20	Discount exp date:	
GL AP account:	102500	Due date:	01/31/20	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>
XCEL	XCEL Energy				
Reference:	53-2326583-6	Date:	12/31/19	Discount exp date:	
GL AP account:	102500	Due date:	12/31/19	Payment term:	
107701	Utilities - XCEL Energy	<u>19.13</u>			
	Totals	19.13	0.00	19.13	19.13
Reference:	53-2326583-6	Date:	01/31/20	Discount exp date:	
GL AP account:	102500	Due date:	01/31/20	Payment term:	
107701	Utilities - XCEL Energy	<u>19.31</u>			
	Totals	19.31	0.00	19.31	19.31
Totals for XCEL Energy		<u>38.44</u>	<u>0.00</u>	<u>38.44</u>	<u>38.44</u>
Company Totals		<u>104,099.87</u>	<u>0.00</u>	<u>104,099.87</u>	<u>104,099.87</u>

Memorandum

Date: 01/16/2020

To: Roxborough Village Metropolitan District Board of Directors

From: Andrew Williams, Assistant District Manager

RE: 2020 Service Proposals from Bailey Tree and Metco

Below is a breakdown and comparison of the 2020 service proposals from Bailey Tree and Metco.

The main difference between the two proposals are the costs and treatment methods for the Emerald Ash Borer treatments. See below for an deeper dive into the differences in price.

Tree Fertilizer Program

- Nutrient Root Injection
- Spring and fall application
- Promotes healthy root growth

Bailey	\$10,330
Metco	\$8,200

No major differences between the two proposals.

Conifer Protective Program

- Spray for Pine Beetle, Ips beetle
- Applied at the trunk of the tree
- Applied in spring and in summer

Bailey	\$7,770
Metco	\$11,020

No major differences between the two proposals. Bailey could potentially include one additional spraying per year.

General Pest Program

- General insect spray
- Applied 1-3 times per year as needed
- Summer into fall

Bailey	\$6,990
Metco	\$13,770

No major differences exist between the two proposals.

Ash Treatment

- Aimed to fight against EAB

Bailey	\$34,855
Metco	\$7,100

The two proposals differ significantly in price and treatment method. Bailey proposes a trunk injection of Arboemectin, which according to lab tests and research studies is much more effective at treating for EAB. This treatment is performed once every two years as opposed to a twice yearly spraying proposed by Metco.

Tree Planting

- 10 trees

Bailey	\$13,225
Metco	\$9,250

No major differences between the two proposals

General Tree Maintenance and Watering

- Raise and thin trees

Bailey	\$9,995
Metco	T&M

In the two proposals, both companies intend to trim and prune trees as needed throughout the district. Metco does not provide a cost estimate for these services but does provide a price for winter watering. Bailey does not specifically address winter watering concerns.

Total: **\$56,840.00**

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

CONDITIO

Extra Work Proposal 12/4/2019

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

PHOTOGRAPHY

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



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

Click here to PAY!



Click here to
check us out!



General Tree Maintenance - \$13,225

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

37

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.



ISA Certified Arborists

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

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Click here to PAY!



*Click here to
check us out!*



**Roxborough Village Master Plan
Master Plan Document – Proposed Schedule**

DATE	TOPIC	COMMENTS/STATUS
Monday, November 25 th	Master Plan Outline circulated to RVMD Board	Complete
Monday, December 2 nd	Master Plan Outline comments due back	Complete
Tuesday, December 17 th	December Board Meeting <ul style="list-style-type: none"> Review feedback from Community Meeting #3 and 3rd Survey Livable Cities to walk through Master Plan recommendations and draft document 	DRAFT document schedule adjusted
Monday, December 23 rd	<ul style="list-style-type: none"> 1st draft distributed to RVMD Board for Review 	Dates adjusted to reflect change in schedule
Monday, December 23 rd – Friday, January 10 th (3 weeks)	<ul style="list-style-type: none"> RVMD Board – 1st draft review Deadline for Board comments – Friday, January 10th 	Dates adjusted to reflect change in schedule
Tuesday, January 21 st	January Board Meeting <ul style="list-style-type: none"> Discuss main comments from 1st Draft, status of revisions and timing of 2nd draft for review 	Adjusted to align with January Board meeting
Thursday, Jan 23 rd	Issues Second Draft	
Thursday, January 23 rd – Monday, February 3 rd (10 days)	Board 2 nd draft review and comments. Deadline for Board comments – Monday, February 3 rd	Dates adjusted to reflect change in schedule
Wednesday, February 14 th	Final Draft sent to Board	Dates adjusted to reflect change in schedule
Tuesday, February 18 th	February Board Meeting <ul style="list-style-type: none"> Review final draft 	Dates adjusted to reflect change in schedule

Roxborough Village Metropolitan District Feasibility Study DRAFT Schedule																																												
WORK PHASE/TASKS	FEBRUARY				MARCH				APRIL				MAY				JUNE				JULY				AUGUST				SEPTEMBER				OCTOBER				NOVEMBER				DECEMBER			
	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4				
TASK 1.0 COUNTY AND JURISDICTIONAL INPUT																																												
1.1 Intitial Douglas County Meeting					Coordination with Douglas County TBD																																							
1.2 Concept Review and Discuss Approval Requirements																																												
TASK 2 - COMMUNITY CENTER/POOL FEASIBILITY STUDY																																												
2.1 Confirm Scope/Team and get Contract in Place			○		○																																							
2.1 Feasibility Study																																												
2.1A Iniiital Screening																																												
2.1B Detailed Site Tests and Due Dilligence																																												
TASK 3 - BOARD MEETINGS & COMMUNITY UPDATES																																												
3.1 Regular Update Meetings with the Board			●		●				●				●				●				●				●				●				●											
3.1 Community Updates (newsletter/website post)					Community Engagement TBD																																							
NEXT STEPS																																												
Preparation for Tabor Election - November 2021																																												

- ★ Key Meeting or Milestone
- Board Update
- Corresponds with Board Update

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

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

Bid for Mosquito control service

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

Thank you
Ron Burden

RESOLUTION 2020-01-__
OF THE BOARD OF DIRECTORS OF
ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
DOUGLAS COUNTY, COLORADO

A RESOLUTION APPROVING SERVICES AGREEMENT
WITH LIVABLE CITIES STUDIO, INC.

The Roxborough Village Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), has received a proposal from Livable Cities Studio, Inc., a Colorado corporation, (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 January, 2020, 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 Livable Cities Studio, Inc.

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this “Agreement”), is made and entered into this 21st day of January, 2020, 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 **LIVABLE CITIES STUDIO, INC**, a Colorado corporation, whose address is 1001 Bannock Street, #313, Denver, Colorado 80206 (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. #:	_____
Telephone Number:	<u>(720) 699-9178</u>
Fax Number:	_____
Email address:	<u>twenskoski@livable-cities.com</u>
Contact Person:	<u>Todd Wenskoski</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.

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

COMPENSATION. Compensation will be based on hourly rates of \$75-\$130 for Project Designers and \$150-\$175 for Principals. Specific work orders will be based on the hourly rates and will be approved as the scope proceeds. Approval will be on a case by case basis by the Board.

DISTRICT:

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

CONTRACTOR:

**LIVABLE CITIES STUDIO, INC
a Colorado corporation**

By: _____
Calvin Brown, President

By: _____
Meredith Wenskoski, President

TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. INSURANCE.

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

b. Required Coverage Amounts.

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

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

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

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

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

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

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

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

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

6. SAFETY.

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

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

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

7. CHANGE ORDER PROCEDURES.

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

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

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

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

8. DISPUTES.

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

b. All disputes that arise relating to this Agreement that cannot be resolved directly by the parties themselves shall be resolved by binding arbitration. Either party may, upon written notice by such party to the other party ("Notice of Arbitration"), submit the dispute for resolution by binding arbitration in accordance with the Colorado Uniform Arbitration Act, C.R.S. § 13-22-201 *et seq.* (the "CUAA"), the laws of the State of Colorado and the American Arbitration Association Commercial Arbitration Rules for fast track proceedings before the Judicial 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

Livable Cities Studio, Inc. 2020 Proposal

January 21, 2020

Anna Jones
District Representative
CliftonLarsonAllen LLP
8390 E. Crescent Parkway, Suite 500
Greenwood Village, CO 80111

RE: 2020 – Roxborough Village Metropolitan District (RVMD) Services Agreement

Dear Anna:

We are pleased to submit a scope of services to continue work with RVMD in 2020. This scope for 2020 includes three areas of services:

1. Task 6 – Planning and Landscape Architecture – Pond, Spillway, and Trail design
2. Task 7 - Planning and Landscape Architecture - Community Center/Pool Feasibility Study
3. Task 8 – General Master Plan Related Items

The scope of work described herein includes all tasks and services required to complete the three scope areas mentioned above with a fee estimate. Any additional services beyond those described below will require additional services.

Scope of Services

Livable Cities Studio will generally perform the following services:

TASK 6 – Planning and Landscape Architecture - Spillway and Trail design

Livable Cities will provide planning and landscape architecture services on the Spillway and Trail design around the upper pond. This work will be done in partnership with Mulhern MRE. Anticipated services include the following:

- Preparation of conceptual sketches of the spillway and upper pond area in coordination with the engineering and hydrological design.
- Concepts for reshaping the pond edges related to potential dredging and grading work.
- Concepts for new paths, viewing and seating areas along the edge of the pond
- Cost estimates for budgeting and phasing evaluation.
- Construction phasing options based on budgets and agreed to improvements.
- Organizing and participating in any required community meetings.

Anticipated Deliverables:

1. Conceptual sketches and landscape plans with narrative summary.
2. Cost estimate summary developed in coordination with Mulhern MRE.
3. Phasing plans developed in coordination with Mulhern MRE.

Noe: Potential technical documentation and construction documents for bidding and construction of Phase I will need to be confirmed by RVMD Board upon completion of the conceptual design phase and phasing decisions.

TASK 7 – Planning and Landscape Architecture - Community Center/Pool Feasibility Study

Livable Cities will provide planning and landscape architecture advising and services for the Community Center/Pool Feasibility Study. This work will be done in coordination with Mulhern MRE. Anticipated services include the following:

- Preparation and advancement of conceptual site studies and layouts testing various scenarios for a community center or pool site.
- Review of technical information and material developed by Mulhern MRE.
- Participation in coordination meetings with Mulhern MRE and the Board.
- Cost estimates focused on landscape and associated site improvements for budgeting evaluation.
- Preparation of technical memos or written summaries for inclusion in the feasibility study.

Anticipated Deliverables:

1. Site plans and studies texting layouts and site design of the various scenarios.
2. Cost estimates of site improvements developed in coordination with Mulhern MRE.
3. Written material for inclusion in report and feasibility study.

TASK 8 – General Master Plan Related Activities

Livable Cities will provide ongoing planning related to implementation of the Master Plan. Likely activities include playground design and general landscape/planning relates services such as project oversight, involvement in construction activities, trail enhancements, irrigation coordination, etc. This work will be done in coordination with the Board and any other consultants working with the board.

Fees and Time Estimates

Livable Cities Studio will provide the above scope per the terms and conditions of our 2019 contract for a time and material basis.

The hour rates currently in effect for our services are as follows:

Principal	\$150 - \$175
Project Designer	\$75 - \$130

As our rates change over time, we will provide an updated rate schedule.

Thank you again for the opportunity to continue working with you and the Board.

Sincerely,



Todd Wenskoski
Principal
Livable Cities Studio, Inc.

Suazo, Kathy

From: Scott Barnett <scott@mulhernmre.com>
Sent: Tuesday, January 28, 2020 12:43 PM
To: Jones, Anna; Suazo, Kathy
Subject: [External] FW: RVMD 2020 Pond/Lake Management
Attachments: Estimate_1545_from_Aqua_Sierra_Inc.pdf



Think Security
at CLA

This email originated from an external source.

Kathy,

Kendra sent me over the actual proposal to do the Aquatic Management in RVMD this year. This does NOT include fish stocking. Can you please get this into the Feb packet for approval?

She addresses her summary of recommendations below:

- a. It takes approximately one full season to observe control after stocking grass carp while they acclimate to the waterbody.
- b. Vegetation densities should be monitored so that adequate control is achieved and maintained.
- c. Recommendations for restocking would not be developed until mid to late summer for a fall 2020 stocking or spring 2021. We want to be sure that we do not overstock and create other issues.
- d. Grass Carp are a long-term approach that will yield several years of control once we establish a good population. A reserve budget of \$1000 set aside for restocking all resources every few years would be a good idea and could be accessed as the need arises. We can tighten this as we observe the true results of the fish stocked this summer.

These are also in the report which was in the January packet, but this is the summary version.



Scott Barnett P.E.
scott@mulhernmre.com
188 Inverness Drive West, Suite 140
Englewood, CO 80112
303-649-9857 office
303-263-3699 mobile



Bill To: Roxborough Village Metro District
 c/o Clifton Larson Allen
 8390 E Crescent Parkway, Ste 300
 Greenwood Village, CO 80111

CSP

CSP # 1545
Date 01/28/2020
Expiration Date 03/15/2020
Project RVMD Water Resource Management

Select Desired Services	Units	Rate	Amount
_____ Water Quality Monitoring Program (WQ) -Spring and Fall Water Quality Collection & Site Observations *includes mobilization fees - Gold Package Water Analysis (8) *Park Pond, Irrigation Pond #1, Irrigation Pond #2, and Seven Acre Lake - Year End Summary with Management Recommendations	1	4,130.00	4,130.00
_____ Aquatic Resource Management (ARM): Bacterial Augmentation for Irrigation Pond #1 - Monthly Treatment Labor and Site Observation *April through September (6 visits) - Bacterial Sludge Reduction Pellets (450lbs) - Licensed and Insured	1	3,970.00	3,970.00
Notes: 1. ARM includes labor discounts for completing in conjunction with WQ program. 2. ARM includes municipality/local government product discounts. 3. Pricing expires March 15, 2020 (please see above). After this date, all pricing is subject to change.	1	0.00	0.00

Subtotal	
Tax	
Total	\$8,100.00

Aqua Sierra, Inc. will no longer assess finance charges;
 However, a \$25 late fee will accrue monthly for any account past due.

Commercial applicators are licensed by the
 Colorado Department of Agriculture

Accepted By _____ Accepted Date _____



METCO LANDSCAPE, INC.

Monthly Maintenance Report for Roxborough Village Metropolitan District

Submitted by: Bill Barr Feb-20 Recipients: Anna Jones, Public Manager

REVIEW OF GANTTED OPERATIONS

Turf

Turf in Winter Dormancy

Shrub Beds

All Ornamental grasses have been cut for the 2020 season

Trees

All trees are in good condition we have cut down cottonwood trees that were approved on proposals

Irrigation

Irrigation shut for the winter season we continue to mark irrigation lines requested by blue stake info we get from Scott

Site Policing

Site policing continues for doggy stations and trash cans weekly

Overall Site

Overall site looks good

Review of Operatons for Upcoming Month:

Schedule, Gantt, special Needs, Concerns, Areas of Focus

I have revised a proposal for the channel drain at Marmut Park it includes a drawing of the channel drain in the concrete sidewalk panel

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

Client's Signature

Total

\$8,255.00

street, Aurora, CO, 80011

Tel: (303) 421-3100

Date

Total: **\$8,255.00**

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

CONDITION

Extra Work Proposal 2/6/2020

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
DAILY**

Metco
Landscape,

SIGNAGE

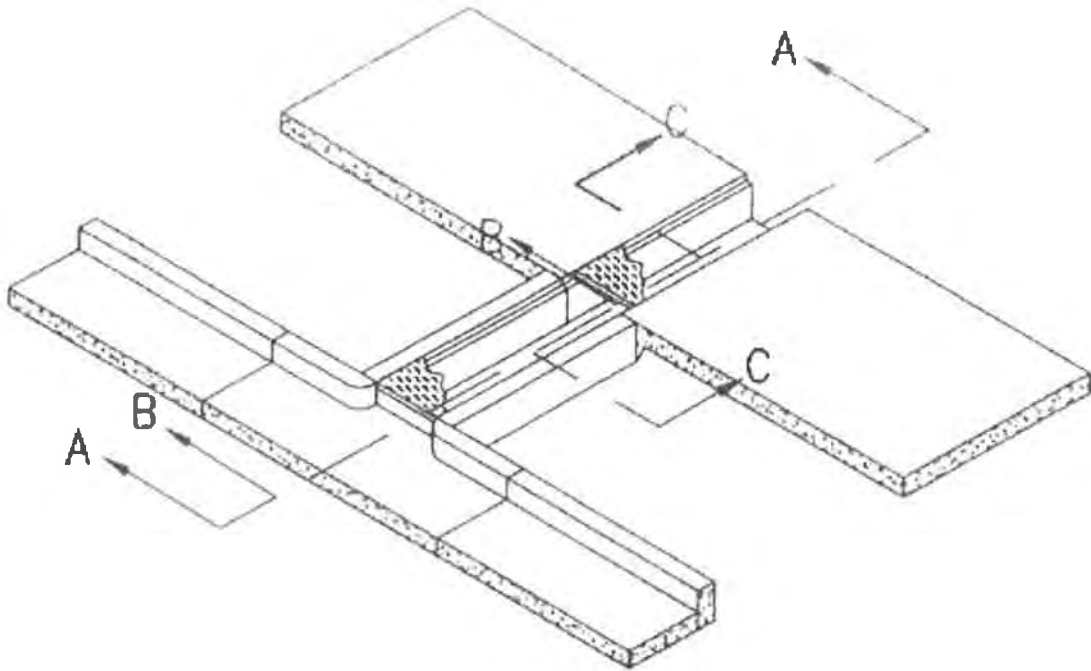
By signing
this contract
you, the
Owner, are

UTILITIES/UNKNOWN OBSTRUCTIONS

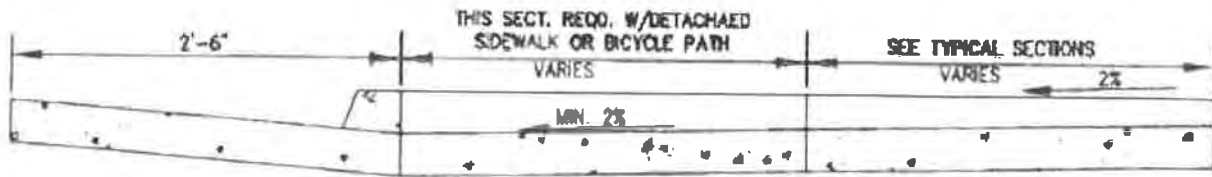
reasonable
caution will
be taken to
prevent
damage to
existing
pavement,
septic tanks,
septic fields
and

OWNER'S RESPONSIBILITIES

.....
Harmless -
To the fullest
extent
permitted by



CHASE DRAIN

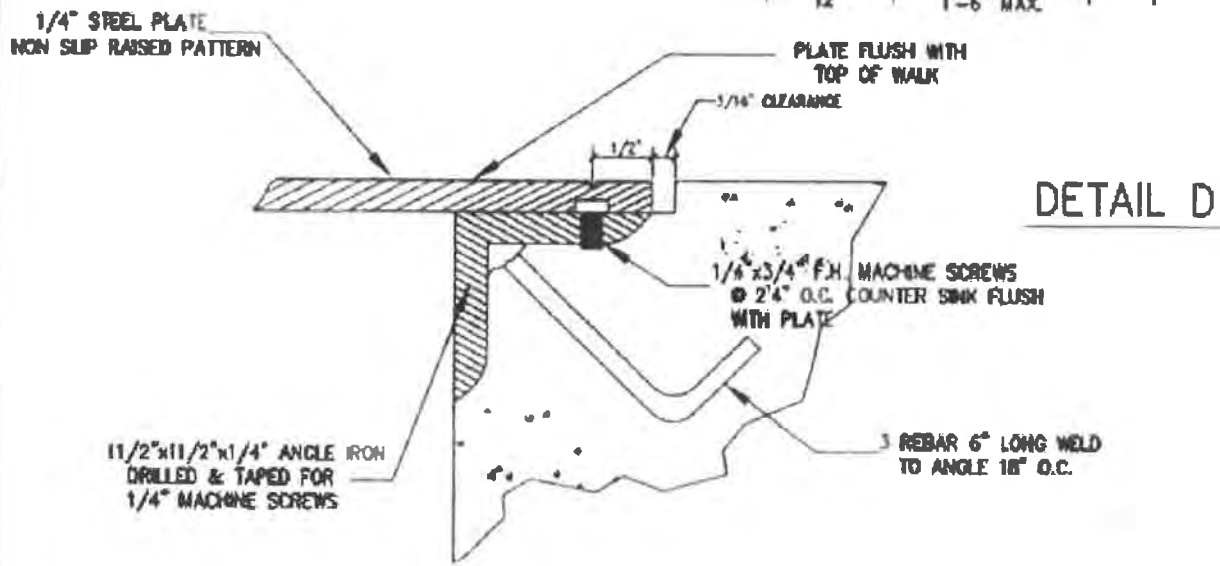
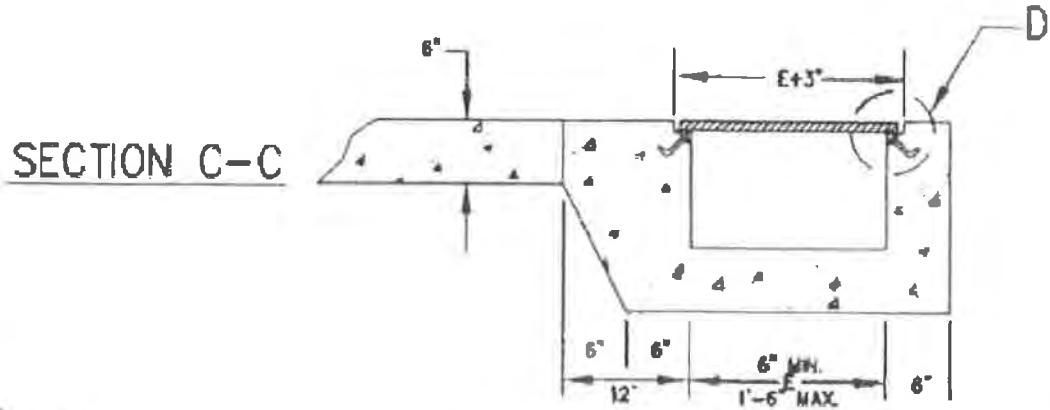
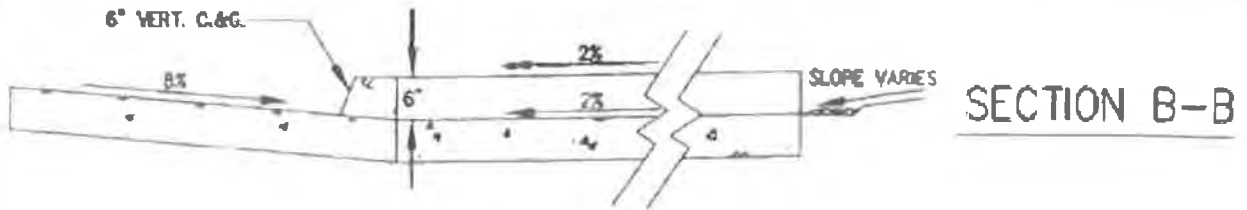


SECTION A-A

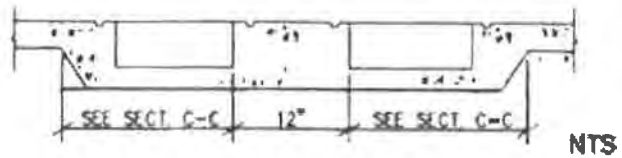
N.T.S.

STANDARD SIDEWALK
CHASE DETAIL

SHEET R14



MULTIPLE CHASE



CHASE DRAIN
DETAILS

SHEET R15

The Following Are Post Packet Items:

Items That Were

Distributed At The Meeting

And Not In

The Original Packet

Memo

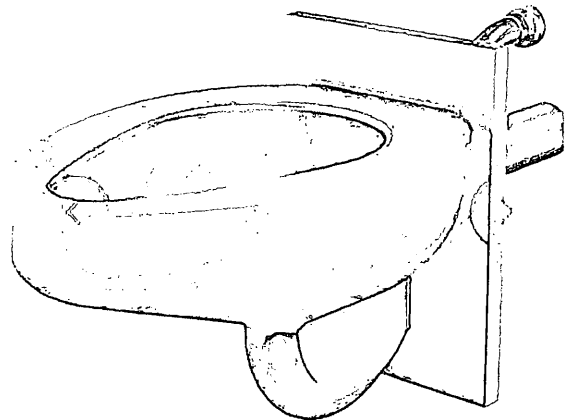
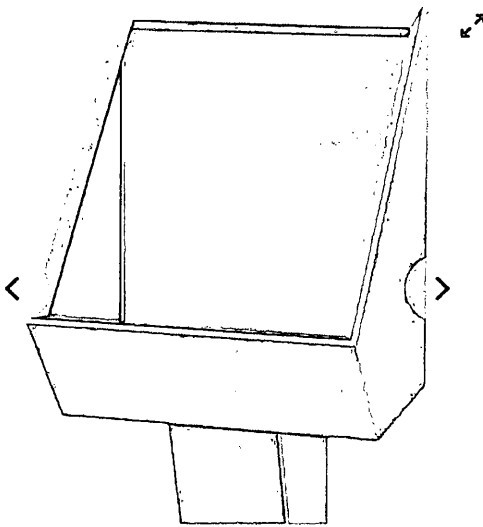
These toilets are specifically made to order and will take approximately 3-4 weeks to arrive. The pricing for the toilets and labor are below.

Bowl - \$1,500

Urinal - \$2,880

Total including parts, labor to unsure correct fitting - \$6,882

*services are also under a 1 year warranty.





2/17/2020

Anna Jones
CliftonLarsonAllen LLP
8390 E Crescent Parkway, Ste 500
Greenwood Village, CO 80111

RE: Roxborough Village, Feasibility Study
Proposal of Services

Anna:

I would like to thank you for the opportunity to be involved with investigation and planning of the Roxborough Village Master Plan Development and Improvement. I will act as a true partner to the entire team. My 30-year career in construction has made me a pragmatic thinker, organizer, problem solver, watchdog and mediator. I will engage with qualified and skilled professionals to deliver unbiased and accurate result.

Our goal is to efficiently analyze aspects of the community, from its resident's lifestyles to its land quality and utility services, in an effort to provide objective data related to the effective uses of four potential sites within the District. Further, with increased detail and additional investigation, we will provide a feasibility study of a single site selected by the District, based on data from the initial analysis. To provide unbiased information, our team will consist of professional consultants such as YMCA for programming and facility data, King & Associates for community information, Uncharted for land data, CTL Thompson for geo-technical information among others.

The following pages is our "Agreement" for the services Evolution Builders will provide.

We greatly appreciate the opportunity to provide this proposal to your team and will work diligently to provide quality data to support this exciting project.

We hope you find the content of this proposal complete and consistent with your needs. Should you have any questions or comments, please, do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Rick Stanzyk", written over a light blue horizontal line.

Evolution Builders, LLC

Detrick (Rick) Stanzyk

303.588.6874

rick@evolutionbuilders.com

Roxborough Village (District): Feasibility Study AGREEMENT

SCOPE OF SERVICES

<ul style="list-style-type: none"> • Site analysis <ul style="list-style-type: none"> ○ Existing utilities ○ Site logistics ○ Layout and space planning ○ Elevations and site work • Block planning <ul style="list-style-type: none"> ○ 3d space analysis ○ Volume & area calculations ○ Building placement ○ Basic 3-D modeling • Consultant management <ul style="list-style-type: none"> ○ Soils ○ Civil ○ Architectural ○ Structural • Cost analysis <ul style="list-style-type: none"> ○ Design services ○ Construction services 	<ul style="list-style-type: none"> • Community analysis <ul style="list-style-type: none"> ○ Need study ○ Awareness campaign • Facility Usage <ul style="list-style-type: none"> ○ Pro-forma analysis ○ Programming ○ Facility staffing ○ Operational costs • Funding Analysis <ul style="list-style-type: none"> ○ TABOR strategies ○ Alternative funding options • Document preparation <ul style="list-style-type: none"> ○ Electronic report of findings ○ Hardcopy printed materials ○ Storyboards ○ Digital slideshow • Reporting of findings <ul style="list-style-type: none"> ○ Metro district meeting presentation ○ Community meeting presentations
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SCHEDULE OF FEES:

The schedule of fees is based upon a preliminary and high-level analysis of four (4) sites in Phase I, and a detailed study of one site in Phase II. Evolution Builders will provide the Scope of Services outlined above on a **NOT TO EXCEED*** basis. Increases to the budget, scope and timeline shall result in increased costs for the services described herein. These increases shall be provided "Proposal for Additional Services" from Evolution Builders, LLC to the District.

<p>1. Phase I:</p> <ul style="list-style-type: none"> ➤ Analyze lot sizes ➤ Analyze existing soil data ➤ Analyze existing utility locations ➤ Analyze site access ➤ Analyze site topography ➤ Provide preliminary cost data ➤ DATA PROVIDED BY OTHERS: <ul style="list-style-type: none"> ○ Land acquisition costs ○ County feedback ○ Drainage / water use ○ Zoning usage ➤ COST: \$25,100 – not to exceed* 	<p>2. Phase II:</p> <ul style="list-style-type: none"> ➤ Full feasibility of selected site: ➤ Remaining services identified herein. ➤ COST: \$72,295 – not to exceed*
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***except for increases to the scope of the study or changes directed by the District.**



TERMS, CLARIFICATIONS & CONDITIONS:

- ✓ Billings for services shall be submitted monthly, based on the above phased schedule, and shall be paid by the Owner within 15 days of receipt of invoice. Failure to remit payment for invoices within 45 days will result in stoppage of services and initiation of lien process.
- ✓ Any and all materials are excluded from this contract.
- ✓ Reproductions, presentation materials, postage, travel expenses (including fuel, lodging, meal expenses, and other expenses related to travel) and other unidentified expenses are excluded from this contract and will be billed as a "REIMBURSABLE EXPENSE" of the actual cost plus 10% mark-up, as needed throughout the project.
- ✓ Investigation, management, remediation, abatement or mitigation of hazardous materials is excluded from this Scope of Services and shall be provided on a time and material basis if required. Owner shall provide evidence of hazardous materials surveys and assessments of suspected hazardous materials.
- ✓ Solicitation, selection and procurement of services not described above is excluded from this agreement and shall be provided on a time and material basis if required.
- ✓ Procurement, review or execution of financing agreements is excluded from this Scope of Services and shall be provided on a time and material basis if required.
- ✓ Any and all services not expressly included in the above Scope of Services are excluded and shall be provided on a time and material basis if required.

ACCEPTANCE OF PROPOSAL:

We, Clifton Larson Allen, authorized representative(s) of Roxborough Village, do here by accept the above Scope of Services, Schedule of Fees and Terms, Clarifications and Conditions of this Proposal by our signature below:

ACCEPTED BY (signature): _____, Clifton Larson Allen, LLP
PRINTED NAME: _____

TITLE: _____ DATE: _____

ACCEPTED BY (signature): Detrick D Stanzyk, Evolution Builders, LLC

PRINTED NAME: Detrick D Stanzyk

TITLE: Managing Member DATE: 17 February 2020