

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT**  
**REGULAR BOARD MEETING AGENDA**

**Board of Directors:**

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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

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

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

**CONSENT AGENDA** (10 MINUTES)

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

- A. Consider Approval of the March 4, 2019 Special Meeting Minutes and February 19, 2019 Regular Meeting Minutes (enclosed)
- B. Review and Accept December 31, 2018 Financial Statements, Cash Position and Property Tax Schedule (enclosed)
- C. Other

**DISCUSSION AGENDA**

5. MANAGER MATTERS (40 MINUTES)
  - A. Master Plan Update

## Roxborough Village Metropolitan District

Agenda – March 19, 2019

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1. LCS Discussion re Scope, Schedule and Public Outreach
  - B. Update on Logo Design (enclosed)
  - C. Update on Tennis Academy of Colorado Proposal for “Plug and Play” Program
  - D. Venue Discussion
  - E. Other
6. FINANCIAL MATTERS (5 MINUTES)
- A. Review and Consider Approval of Current Claims, Approve Transfer of Funds, and Ratify Payment of Autopay Claims and Ratify Approval of Previous Claims (enclosed)
  - B. Other
7. DIRECTOR ITEMS (5 MINUTES)
- A. Update on Fireworks/Community Event – Director Brown (enclosed)
    1. Fundraising assistance
    2. Update on Newsletter and how to proceed
9. LANDSCAPE MAINTENANCE (10 MINUTES)
- A. Metco Landscape Report – Bill Barr (enclosed)
  - B. Review and Consider Approval of Proposals:
    1. Proposal for Annual Flower Installation - \$5,407 (enclosed)
    2. Proposal for Jupiter’s Beard Transplant - \$0 (enclosed)
    - 3.
  - C. Other
10. LEGAL MATTERS (20 MINUTES)
- A. Review and Approve Resolution No. 2019-03-01, Resolution Approving Services Agreement with Livable Cities Studios (enclosed)
  - B. Review and Consider Approval of Resolution 2019-03-02, Resolution Approving Services Agreement with Ark Ecological Services, LLC (enclosed)
  - C. Consider Approval of Resolution No. 2019-03-03, Resolution Approving Proposal for Additional Work with Aqua Sierra - \$500 for a total approval of \$7,470 (enclosed)
  - D. Update on Sterling Ranch Referral
  - E. 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
  - F. Update on 14B Parcel Ownership
  - G. Update on Chatfield Farms Meters and Billing
  - H. Refresher Regarding Rules of Public Meetings
  - I. Other
11. ENGINEERING MATTERS (15 MINUTES)
- A. Update Irrigation Coordination

Roxborough Village Metropolitan District

Agenda – March 19, 2019

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- B. Update on Water Quality Analysis
- C. Update Team Payne Skatepark Maintenance
- D. Update on Denver Water Release into Little Willow Creek (enclosed)
- E. 7 Acre Pond Update
- F. Update Status of Striping
- G. Discussion regarding Sidewalk Replacement, Trial Replacement and Spillway Concrete Replacement
- H. Discussion regarding Exel Energy New Gas Main Installation (enclosed)
- I. Other

12. OTHER BUSINESS (5 MINUTES)

- A. Confirm Quorum for April 16, 2019 Regular Board Meeting

13. ADJOURNMENT

**NEXT SCHEDULED BOARD MEETING**

**Tuesday, April 16 at 6:30 p.m. at  
West Metro Fire Station 15  
6220 N. Roxborough Park Road  
Littleton, CO 80125**

**REGULAR MEETING SCHEDULE**

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

RECORD OF PROCEEDINGS

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

HELD

Monday, March 4, 2019

A special meeting of the Board of Directors of the Roxborough Village Metropolitan District (referred to hereafter as the “Board”) was convened on Monday, March 4, 2019 at 5 :00 p.m., Roxborough Library, 8357 N. Rampart Range Road, #200, Littleton, CO 80125. The meeting was open to the public.

**ATTENDANCE**

In Attendance were Directors:

Calvin Brown  
Debra Prysby  
Steve Sherman  
Edward Wagner

Also in Attendance were:

Katie James, Esq.; Folkestad Fazekas Barrick & Patoile, P.C.  
Scott Barnett; Mulhern Engineering  
Anna Jones, Patrick Shannon and Jerel Sangster;  
CliftonLarsonAllen LLP

**CALL TO ORDER AND  
APPROVE  
AGENDA**

The meeting was called to order at 5:08 p.m. by Director Brown.

**DECLARATION OF  
QUORUM**

A quorum was confirmed. The absence of Director Bendall was excused.

**PUBLIC  
COMMENT**

There were no public comments.

**DISCUSSION AGENDA**

Master Plan Proposal Presentations

- A. Livable Cities Studio
- B. Stantec
- C. Matrix Design Group

RECORD OF PROCEEDINGS

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All three firms conducted their presentations. After extensive deliberation by the Board, upon a motion duly made by Director Prysby, seconded by Director Sherman, and opposed by Director Brown, the Board approved Livable Cities Studio for the Master Plan effort.

**OTHER BUSINESS**

There was no other business.

**ADJOURNMENT**

Upon a motion duly made by Director Prysby, seconded by Director Wagner, and upon vote unanimously carried, the Board adjourned the meeting at 9:06 p.m.

Respectfully submitted,

By: \_\_\_\_\_  
Calvin Brown, President

Attest:

\_\_\_\_\_  
By: Ronald Bendall, Secretary

RECORD OF PROCEEDINGS

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MINUTES OF A REGULAR MEETING  
OF THE BOARD OF DIRECTORS OF THE  
ROXBOROUGH VILLAGE METROPOLITAN DISTRICT  
HELD  
February 19, 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, February 19, 2019 at 6:30 p.m., at West Metro Fire Station 15, 6220 N. Roxborough Park Road, Littleton, CO 80125. The meeting was open to the public.

**ATTENDANCE**

In Attendance were Directors:

Calvin Brown  
Debra Prysby  
Steve Sherman  
Edward Wagner  
Ron Bendall

Also in Attendance were:

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

**CALL TO ORDER**

The meeting was called to order at 6:30 p.m. by Director Brown.

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

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

**APPROVE AGENDA**

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

**PUBLIC  
COMMENT and/or  
GUESTS**

There were no public comments.

## RECORD OF PROCEEDINGS

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### CONSENT AGENDA

- A. Consider Approval of the January 15, 2019 Regular Meeting Minutes
- B. Review and Accept Cash Position and Property Tax Schedule
- C. Update on Foothills Park and Recreation Use Numbers Break Out
- D. Other

Upon a motion duly made by Director Brown, seconded by Director Prysby, and upon vote unanimously carried, the Board approved the Consent Agenda as amended with the changes made to the January 15, 2019 minutes.

### DISCUSSION AGENDA

#### DIRECTOR ITEMS

- A. Discuss Fireworks/Community Event

Director Brown reviewed the fireworks/community event action plan. He discussed the best time to have a community event. After discussion, the Board decided to tentatively move forward with a weekend in September, to be confirmed if additional funding for the event is obtained. The Board did not approve the event, pending additional funding. The Board requested Director Brown contact the HOA's and other potential sponsors to determine the amount of funding available for this event so they could evaluate whether to confirm it. The discussion was tabled to the next meeting when a funding report was available.

- B. Discuss Tennis Academy of Colorado Proposal for "Plug and Play" Program

Discussion ensued regarding the request. Director Sherman asked how much time would be used and for what hours, and whether there would be a rental fee. The Board asked the management team to gather more information and report back at the March board meeting.

#### MANAGER MATTERS

- A. Master Plan Update
  - 1. Review Process
  - 2. Discuss Submittals
  - 3. Discuss Interview Schedule – Date, Time and

## RECORD OF PROCEEDINGS

Venue (internet access)

Ms. Jones reviewed the proposals with the Board. The Board directed CLA to schedule a special meeting to interview all three firms with a 20 minute presentation and a 20 minute Q&A. The Board directed CLA to schedule the meeting at the library from 5:00 p.m. to 8:00 p.m. on March 4, 2019. An alternate location would be the intermediate school if the library is not available.

B. Logo Design

The Board reviewed the logo options. Upon a motion duly made by Director Prysby, seconded by Director Wagner, and upon vote unanimously carried, the Board directed CLA to work with a graphic designer to update the original logo.

C. Other

None.

### FINANCIAL MATTERS

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

Ms. Jones reviewed the claims with the Board. After review and discussion, upon a motion duly made by Director Prysby, seconded by Director Sherman, and upon a vote unanimously carried, the Board approved the current claims, minus the payment to GeoLens in the amount of \$256.00, including ACH payments in the total amount of \$72,896.83 and payment of Director fees.

C. Other

None.

### LANDSCAPE MAINTENANCE

A. Metco Landscape Report

Mr. Barr reviewed the monthly Landscape Report with the Board, noting that there has been a lot of snow removal. He has been working with Scott on mapping updates. Metco has been cleaning up and re-securing the trash cans and will replace the doggie station tumblers.

B. Review and Consider Approval of Proposals:



## RECORD OF PROCEEDINGS

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1. Fix, Clean and Secure Trash Cans and Doggie Bag Dispensers - \$1,200

Mr. Barr presented the proposal to the Board. Upon a motion duly made by Director Sherman, seconded by Director Prysby, and upon vote unanimously carried, the Board approved the proposal to fix, clean and secure trashcans and Doggie bag dispensers in the amount of \$1,200.

2. Pipe Outfall Clean Up and Build Channel - \$5,700

Mr. Barr reviewed the proposal, presenting options to hand clean for \$2,500 or build the channel with a mini excavator for \$3,200. After discussion, upon a motion duly made by Director Prysby, seconded by Director Brown, and upon vote unanimously carried, the Board approves a not to exceed amount of \$2,500 to clean debris and deadwood from the outfall.

3. Install Breeze Around Baseball Field Benches - \$5,000

Mr. Barr presented the proposal to the Board. The Board deferred this until the dugout project is complete.

### C. Other

Director Sherman noted that there is a stump on the hill above the baseball field. Metco suggested that Bailey Tree remove the stump. CLA will work with Bailey Tree to grind the stump down.

Mr. Barr noted that Metco would over seed the field for \$500. Upon a motion duly made by Director Prysby, seconded by Director Sherman, and upon vote unanimously carried, the Board approved the over seed of the field in the amount of \$500.

Mr. Ball asked the Board if they would like to do annual flowers this year. Director Prysby noted that she would like to have annuals in the north island. The Board directed Metco to plant annuals in the two medians. Metco will order flowers for the medians and Mr. Barr will put together a proposal for Board approval at the March meeting.

## RECORD OF PROCEEDINGS

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Director Prysby asked that Metco put together a proposal to transplant Jupiter's Beard currently in front of the park sign to behind the sign.

### LEGAL MATTERS

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

None.

- B. Update on 14B Parcel Ownership

None.

- C. Update on Chatfield Farms Meters and Billing

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

- D. Update on Sterling Ranch Referral

Ms. James reviewed the Sterling Ranch proposal, noting that a response is due next Tuesday. She will address a response to the referral regarding details of the recreation facilities and will send the draft response to the Board for review and additional input prior to submitting.

- E. Other

None.

### ENGINEERING MATTERS

- A. Update on Denver Water Release into Little Willow Creek

Mr. Barnett provided an update, noting that water is continuing to be released into Little Willow Creek. Mr. Barnett discovered additional scouring that he will point out to Denver Water.

- B. Update Irrigation Coordination

Mr. Barnett provided an update, suggesting incorporating into the Master Plan.

RECORD OF PROCEEDINGS

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C. Discuss Team Payne Skatepark Maintenance

No update.

D. 7 Acres Pond Update

No update.

E. Discuss Status of Striping

Mr. Barnett noted that Action Striping will move forward when weather improves.

F. Other

None.

**OTHER BUSINESS**

A. Confirm Quorum for March 19, 2019 Regular Board Meeting

A quorum was confirmed.

**ADJOURNMENT**

Upon a motion duly made by Director Prysby, seconded by Director Wagner, and upon vote unanimously carried, the Board adjourned the meeting at 8:41 p.m.

Respectfully submitted,

By: \_\_\_\_\_  
Calvin Brown, President

Attest:

By: \_\_\_\_\_  
Ronald Bendall, Secretary

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT  
FINANCIAL STATEMENTS  
DECEMBER 31, 2018



## Accountant's Compilation Report

Board of Directors  
Roxborough Village Metropolitan District  
Douglas County, Colorado

Management is responsible for the accompanying financial statements of Roxborough Village Metropolitan District, which comprise the balance sheet - governmental funds as of December 31, 2018, and the related statement of revenues, expenditures, and changes in fund balance - budget and actual, for the period from January 01, 2018 through December 31, 2018, for the General Fund, in accordance with accounting principles generally accepted in the United States of America. We have performed compilation engagements in accordance with Statements of Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants. We did not audit, examine, or review the historical financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these historical financial statements.

Management has elected to omit the management's discussion and analysis, the government-wide financial statements, the statement of revenues, expenditures and changes in fund balance - governmental funds, and substantially all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the historical financial statements, they might influence the user's conclusions about the District's financial position and results of operations. Accordingly, the historical financial statements are not designed for those who are not informed about such matters.

The supplementary information is presented for additional analysis and is not a required part of the basic financial statements. This information is the responsibility of management. The information was subject to our compilation engagement; however we have not audited, examined, or reviewed the supplementary information and, accordingly, do not express an opinion, a conclusion, nor provide any form of assurance on the supplementary historical information.

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

Greenwood Village, CO  
March 14, 2019

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT  
BALANCE SHEET - GOVERNMENTAL FUNDS  
DECEMBER 31, 2018

14

	General	Debt Service	Capital Projects	Total
<b>ASSETS</b>				
Checking - FirstBank	\$ 43,785	\$ -	\$ 390	\$ 44,175
Colotrust	451,850	938,345	1,640,236	3,030,431
Bond Fund 1993 A&B	-	960,864	-	960,864
Receivable from County Treasurer	32,408	-	-	32,408
Property tax receivable	842,190	2,369,030	-	3,211,220
Prepaid expense	10,143	-	-	10,143
<b>TOTAL ASSETS</b>	<b>\$ 1,380,376</b>	<b>\$ 4,268,239</b>	<b>\$ 1,640,626</b>	<b>\$ 7,289,241</b>
 <b>LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES</b>				
<b>CURRENT LIABILITIES</b>				
Accounts payable	\$ 94,771	\$ -	\$ 4,200	\$ 98,971
Due to County Treasurer	-	236	-	236
<b>Total Liabilities</b>	<b>94,771</b>	<b>236</b>	<b>4,200</b>	<b>99,207</b>
 <b>DEFERRED INFLOWS OF RESOURCES</b>				
Deferred property tax revenue	\$ 842,190	\$ 2,369,030	\$ -	\$ 3,211,220
<b>Total Deferred Inflows of Resources</b>	<b>842,190</b>	<b>2,369,030</b>	<b>-</b>	<b>3,211,220</b>
 <b>FUND BALANCES</b>				
<b>Total Fund Balances</b>	<b>443,415</b>	<b>1,898,973</b>	<b>1,636,426</b>	<b>3,978,814</b>
 <b>TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES</b>	 <b>\$ 1,380,376</b>	 <b>\$ 4,268,239</b>	 <b>\$ 1,640,626</b>	 <b>\$ 7,289,241</b>

These financial statements should be read only in connection with the accompanying accountant's compilation report.

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES AND  
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL  
FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2018

GENERAL FUND

	Annual Budget	Year to Date Actual	Variance
<b>REVENUES</b>			
Property taxes	\$ 840,033	\$ 835,919	\$ (4,114)
Specific ownership tax	320,300	338,719	18,419
Interest income	12,000	22,051	10,051
Sports field fees	11,800	4,300	(7,500)
Miscellaneous income	2,000	4,107	2,107
<b>TOTAL REVENUES</b>	<u>1,186,133</u>	<u>1,205,096</u>	<u>18,963</u>
<b>EXPENDITURES</b>			
Accounting	35,000	37,567	(2,567)
Auditing	5,000	4,950	50
County Treasurer's fee	12,610	12,545	65
Directors' fees	7,200	7,000	200
Dues and licenses	1,200	1,468	(268)
Insurance and bonds	9,400	9,493	(93)
District management	80,000	132,155	(52,155)
Legal services	70,000	61,979	8,021
Miscellaneous	4,000	3,038	962
Payroll taxes	6,120	536	5,584
Election expense	7,000	39,556	(32,556)
Repairs and maintenance	30,000	16,615	13,385
Engineering	25,000	38,279	(13,279)
Landscape maintenance & supplies	-	18,371	(18,371)
Playground repairs and maintenance	-	31,437	(31,437)
Mosquito control	16,000	14,000	2,000
Landscape weed control	35,000	39,590	(4,590)
Landscape irrigation maintenance	95,000	43,026	51,974
Algae control	5,040	5,104	(64)
Landscape contract	190,000	140,485	49,515
Snow removal	30,000	15,882	14,118
Tree maintenance	15,000	21,605	(6,605)
Portable restrooms	3,000	2,808	192
Foothills Park and Recreation fees	15,000	16,567	(1,567)
Seasonal lights	13,000	11,668	1,332
Utilities	18,000	13,018	4,982
Nonpotable water purchase usage	60,000	69,274	(9,274)
Communications/website	500	3,271	(2,771)
Graffiti removal/ vandalism	20,000	1,801	18,199
Skate Park maintenance	15,000	-	15,000
Landscape improvement	67,500	31,955	35,545
Tree spraying	60,000	49,745	10,255
Contingency	30,000	-	30,000
<b>TOTAL EXPENDITURES</b>	<u>980,570</u>	<u>894,788</u>	<u>85,782</u>
<b>EXCESS OF REVENUES OVER (UNDER) EXPENDITURES</b>	<b>205,563</b>	<b>310,308</b>	<b>104,745</b>
<b>OTHER FINANCING SOURCES (USES)</b>			
Transfers to other funds	(270,000)	(270,000)	-
<b>TOTAL OTHER FINANCING SOURCES (USES)</b>	<u>(270,000)</u>	<u>(270,000)</u>	<u>-</u>
<b>NET CHANGE IN FUND BALANCES</b>	<b>(64,437)</b>	<b>40,308</b>	<b>104,745</b>
<b>FUND BALANCES - BEGINNING</b>	<u>492,273</u>	<u>403,105</u>	<u>(89,168)</u>
<b>FUND BALANCES - ENDING</b>	<u>\$ 427,836</u>	<u>\$ 443,413</u>	<u>\$ 15,577</u>

These financial statements should be read only in connection with the accompanying accountant's compilation report.

## SUPPLEMENTARY INFORMATION



ROXBOROUGH VILLAGE METROPOLITAN DISTRICT  
SCHEDULE OF REVENUES, EXPENDITURES AND  
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL  
FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2018

DEBT SERVICE FUND

	Annual Budget	Year to Date Actual	Variance
<b>REVENUES</b>			
Property taxes	\$ 2,362,960	\$ 2,351,389	\$ (11,571)
Interest income	20,000	68,244	48,244
Other revenue	-	7,710	7,710
<b>TOTAL REVENUES</b>	<b>2,382,960</b>	<b>2,427,343</b>	<b>44,383</b>
<b>EXPENDITURES</b>			
County Treasurer's fee	35,400	35,287	113
Paying agent fees	2,700	2,700	-
Bond interest - Series 1993	307,570	308,237	(667)
Bond interest - Series 2014	80,084	80,084	-
Bond principal - Series 2014	770,000	770,000	-
Bond principal - Series 1993	800,000	800,000	-
Contingency	5,000	-	5,000
<b>TOTAL EXPENDITURES</b>	<b>2,000,754</b>	<b>1,996,308</b>	<b>4,446</b>
<b>NET CHANGE IN FUND BALANCES</b>	382,206	431,035	48,829
<b>FUND BALANCES - BEGINNING</b>	<b>1,456,920</b>	<b>1,467,937</b>	<b>11,017</b>
<b>FUND BALANCES - ENDING</b>	<b>\$ 1,839,126</b>	<b>\$ 1,898,972</b>	<b>\$ 59,846</b>

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT  
SCHEDULE OF REVENUES, EXPENDITURES AND  
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL  
FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2018

CAPITAL PROJECTS FUND

	Annual Budget	Year to Date Actual	Variance
<b>REVENUES</b>			
Lottery proceeds	\$ 32,000	\$ 35,398	\$ 3,398
Interest income	500	-	(500)
Miscellaneous income	1,000	-	(1,000)
TOTAL REVENUES	33,500	35,398	1,898
<b>EXPENDITURES</b>			
Accounting	3,000	-	3,000
District management	15,000	164	14,836
Legal services	5,000	-	5,000
Engineering	10,000	-	10,000
Baseball field improvements	30,000	22,635	7,365
Open space maintenance / mitigation	15,000	-	15,000
Irrigation upgrades/replacement	200,000	13,384	186,616
Parking lot improvements	30,000	-	30,000
Trails/bike path	15,000	-	15,000
Water rights enhancements	30,000	22,425	7,575
Capital outlay	-	1,132	(1,132)
Repay developer advance	61,104	-	61,104
Contingency	100,000	-	100,000
TOTAL EXPENDITURES	514,104	59,740	454,364
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(480,604)	(24,342)	456,262
<b>OTHER FINANCING SOURCES (USES)</b>			
Transfers from other funds	270,000	270,000	-
TOTAL OTHER FINANCING SOURCES (USES)	270,000	270,000	-
NET CHANGE IN FUND BALANCES	(210,604)	245,658	456,262
FUND BALANCES - BEGINNING	1,274,787	1,390,767	115,980
FUND BALANCES - ENDING	\$ 1,064,183	\$ 1,636,425	\$ 572,242

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT  
SCHEDULE OF REVENUES AND EXPENDITURES  
FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2018

CHATFIELD FARMS

	Annual Budget	Year to Date Actual	Variance
<b>REVENUES</b>			
Property taxes	\$ 236,721	\$ 244,674	\$ 7,953
TOTAL REVENUES	236,721	244,674	7,953
<b>EXPENDITURES</b>			
Accounting	8,000	5,970	2,030
Auditing	742	747	(5)
County Treasurer's fee	3,551	3,672	(121)
Directors' fees	1,068	1,056	12
Dues and licenses	178	222	(44)
Insurance and bonds	1,395	1,459	(64)
District management	14,000	19,956	(5,956)
Legal services	18,000	9,711	8,289
Miscellaneous	594	424	170
Election expense	1,039	5,988	(4,949)
Repairs and maintenance	18,000	4,491	13,509
Engineering	5,000	5,574	(574)
Landscape maintenance & supplies	-	2,774	(2,774)
Mosquito control	2,374	2,114	260
Landscape weed control	12,000	14,064	(2,064)
Landscape irrigation maintenance	15,000	6,183	8,817
Algae control	748	771	(23)
Landscape contract	39,000	39,000	-
Snow removal	4,452	2,398	2,054
Portable restrooms	445	1,404	(959)
Nonpotable water purchase usage	8,904	12,012	(3,108)
Communications/website	74	494	(420)
Graffiti removal/ vandalism	2,968	272	2,696
Repay developer	61,104	-	61,104
Landscape improvement	10,000	-	10,000
TOTAL EXPENDITURES	228,636	140,756	87,880
NET CHANGE IN FUND BALANCES	8,085	103,918	95,833
FUND BALANCES - BEGINNING	412,043	322,370	(89,673)
FUND BALANCES - ENDING	\$ 420,128	426,288	\$ 6,160
INTEREST ON SHORTFALL		(18,517)	
<b>CAPITAL RESERVE CONTRIBUTION</b>			
Annual Contribution - Prior Years		(304,364)	
Annual Contribution - Current Year		(28,058)	
		\$ 75,349	

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT**  
**Schedule of Cash Position**  
**December 31, 2018**  
**Updated as of March 11, 2019**

	General Fund	Debt Service Fund	Capital Projects Fund	Total
<b><u>FirstBank - Checking Account</u></b>				
Balance as of 12/31/18	\$ 43,784.50	\$ -	\$ 389.50	\$ 44,174.00
Subsequent activities:				
Jan ACH - Xcel payments	(19.63)	-	-	(19.63)
Jan ACH - IREA payments	(835.80)	-	-	(835.80)
Jan ACH - Roxborough Water	(1,025.45)	-	-	(1,025.45)
Jan ACH - ADP payroll/taxes	(538.25)	-	-	(538.25)
01/10/19 - Checks #1209-1219	(53,821.04)	-	(2,100.00)	(55,921.04)
01/23/19 - Checks #1220-1221	(12,218.00)	-	-	(12,218.00)
01/23/19 - Transfer from Colotrtrust	80,000.00	-	2,100.00	82,100.00
Feb ACH - Xcel payments	(19.54)	-	-	(19.54)
Feb ACH - IREA payments	(874.91)	-	-	(874.91)
Feb ACH - Roxborough Water	(1,225.23)	-	-	(1,225.23)
02/15/19 - Transfer from Colotrtrust	74,289.50	-	1,710.50	76,000.00
02/19/19 - Checks #1222-1230	(67,500.28)	-	(2,100.00)	(69,600.28)
Anticipated payables	(75,751.67)	(1,200.00)	-	(76,951.67)
Anticipated IREA payment - Mar	(861.96)	-	-	(861.96)
Anticipated Roxborough Water payment - Mar	(1,225.23)	-	-	(1,225.23)
Anticipated transfer from Colotrtrust - Mar	77,800.00	1,200.00	-	79,000.00
<i>Anticipated Balance</i>	<u>59,957.01</u>	<u>-</u>	<u>-</u>	<u>59,957.01</u>
<b><u>Colotrtrust - Plus</u></b>				
Balance as of 12/31/18	451,849.86	960,394.34	1,618,186.66	3,030,430.86
Subsequent activities:				
01/07/19 - Metco Refund	113.49	-	-	113.49
01/10/19 - Property/SO taxes	32,407.98	(236.10)	-	32,171.88
01/23/19 - Transfer to checking	(77,900.00)	-	(2,100.00)	(80,000.00)
01/31/19 - Interest Income	-	6,602.75	-	6,602.75
02/10/19 - Property/SO taxes	37,548.89	35,121.58	-	72,670.47
02/15/19 - Transfer to checking	(74,289.50)	-	(1,710.50)	(76,000.00)
02/27/19 - Reserve payment from County	(32,436.45)	-	-	(32,436.45)
02/28/19 - Interest Income	-	6,006.57	-	6,006.57
03/10/19 - Property/SO taxes	398,595.47	1,052,729.15	-	1,451,324.62
Anticipated transfer to checking	(77,800.00)	(1,200.00)	-	(79,000.00)
<i>Anticipated Balance</i>	<u>658,089.74</u>	<u>2,059,418.29</u>	<u>1,614,376.16</u>	<u>4,331,884.19</u>
<b><u>UMB - 1993 A &amp; B Bond Fund</u></b>				
Balance as of 12/31/18	-	960,864.14	-	960,864.14
Subsequent activities:				
01/31/19 - Interest income	-	2,700.91	-	2,700.91
02/28/19 - Interest Income	-	1,474.16	-	1,474.16
<i>Anticipated Balance</i>	<u>-</u>	<u>965,039.21</u>	<u>-</u>	<u>965,039.21</u>
<b><i>Anticipated Balances</i></b>	<b><u>\$ 718,046.75</u></b>	<b><u>\$ 3,024,457.50</u></b>	<b><u>\$ 1,614,376.16</u></b>	<b><u>\$ 5,356,880.41</u></b>

**Yield information (as of 2/28/19):**

First Bank - 0.0%

Colotrtrust Plus - 2.60%

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

	Current Year							Prior Year			
	Property Taxes	Delinquent Taxes, Rebates and Abatements	Specific Ownership Taxes	Interest	Treasurer's Fees	Net Amount Received	% of Total Property Taxes Received		Total Cash Received	% of Total Property Taxes Received	
							Monthly	Y-T-D		Monthly	Y-T-D
January	\$ 80,970.58	\$ -	\$ 27,741.33	\$ -	\$ (1,214.56)	\$ 107,497.35	2.53%	2.53%	\$ 72,439.90	1.99%	1.99%
February	1,361,903.84	-	25,422.45	-	(20,428.59)	\$ 1,366,897.70	42.52%	45.05%	1,288,386.59	43.94%	45.93%
March	112,796.35	-	27,821.74	18.98	(1,692.24)	138,944.83	3.52%	48.57%	157,785.72	1.83%	47.76%
April	220,075.45	-	25,581.01	8.52	(3,301.27)	242,363.71	6.87%	55.44%	193,864.47	7.33%	55.09%
May	295,734.67	-	28,505.51	117.53	(4,437.85)	319,919.86	9.23%	64.67%	362,566.70	9.82%	64.91%
June	1,082,237.07	-	26,158.70	129.45	(16,235.49)	1,092,289.73	33.79%	98.46%	1,030,926.17	33.91%	98.82%
July	30,750.45	-	30,117.91	407.29	(467.38)	60,808.27	0.96%	99.42%	36,475.91	0.66%	99.48%
August	11,370.50	-	29,346.42	406.06	(176.65)	40,946.33	0.35%	99.78%	30,474.99	0.21%	99.70%
September	1,696.45	-	29,699.30	82.59	(26.69)	31,451.65	0.05%	99.83%	25,619.40	0.01%	99.71%
October	(8,354.25)	-	27,544.93	(652.63)	124.48	18,662.53	-0.26%	99.57%	14,748.13	0.04%	99.75%
November	(1,872.74)	-	28,371.61	(126.72)	24.48	26,396.63	-0.06%	99.51%	28,003.40	0.22%	99.97%
December	-	-	32,407.98	(236.10)	-	32,171.88	0.00%	99.51%	23,707.82	0.00%	99.97%
	<b>\$ 3,187,308.37</b>	<b>\$ -</b>	<b>\$ 338,718.89</b>	<b>\$ 154.97</b>	<b>\$ (47,831.76)</b>	<b>\$ 3,478,350.47</b>	<b>99.51%</b>	<b>99.51%</b>	<b>\$ 3,264,999.20</b>	<b>99.97%</b>	<b>99.97%</b>

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

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

\$ 236,721.00
-
<b>\$ 236,721.00</b>

**Specific Ownership Tax**

General Fund	\$ 320,300	100.00%	\$ 338,718.89	105.75%
Debt Service Fund	-	0.00%	-	0.00%
	<b>\$ 320,300</b>	<b>100.00%</b>	<b>\$ 338,718.89</b>	<b>105.75%</b>

**Treasurer's Fees**

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

\$ 3,671.80
-
<b>\$ 3,671.80</b>

This supplementary information should be read only in connection with the accompanying accountant's compilation report.



**Roxborough Village**  
Metropolitan District  
— COLORADO —



A1



**Roxborough Village**  
Metropolitan District  
— COLORADO —

A2



**Roxborough Village**  
Metropolitan District  
— COLORADO —

A3



**Roxborough Village**  
Metropolitan District  
— COLORADO —

A4



**Roxborough Village**  
Metropolitan District  
— COLORADO —

A5



**Roxborough Village**  
Metropolitan District  
— COLORADO —

A6



**Roxborough Village**  
Metropolitan District  
— COLORADO —



ROXBOROUGH VILLAGE

Metropolitan District

— COLORADO —



B1



ROXBOROUGH VILLAGE

Metropolitan District

— COLORADO —

B2



ROXBOROUGH VILLAGE

Metropolitan District

— COLORADO —

B3



ROXBOROUGH VILLAGE

Metropolitan District

— COLORADO —

B4



ROXBOROUGH VILLAGE

Metropolitan District

— COLORADO —



ROXBOROUGH VILLAGE  
Metropolitan District  
— COLORADO —



C1



ROXBOROUGH VILLAGE  
Metropolitan District  
— COLORADO —

C2



ROXBOROUGH VILLAGE  
Metropolitan District  
— COLORADO —

C3



**ROXBOROUGH VILLAGE**  
Metropolitan District  
— COLORADO —

C4



ROXBOROUGH VILLAGE  
Metropolitan District

C5



ROXBOROUGH VILLAGE  
Metropolitan District



**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
<b>BAILEY TREE      Bailey Tree, LLC</b>					
Reference:	5847	Date:	03/01/19	Discount exp date:	
GL AP account:	102500	Due date:	03/01/19	Payment term:	
107597	Tree maintenance - Bailey Tree, LLC	<u>7,770.00</u>			
	Totals	7,770.00	0.00	7,770.00	7,770.00
	<b>Totals for Bailey Tree, LLC</b>	<u>7,770.00</u>	<u>0.00</u>	<u>7,770.00</u>	<u>7,770.00</u>
<b>CLA                      CliftonLarsonAllen, LLP</b>					
Reference:	2040447	Date:	02/28/19	Discount exp date:	
GL AP account:	102500	Due date:	02/28/19	Payment term:	
107440	District management - CliftonLarsonAllen, LLP	<u>11,000.00</u>			
	Totals	11,000.00	0.00	11,000.00	11,000.00
Reference:	2037143	Date:	02/28/19	Discount exp date:	
GL AP account:	102500	Due date:	02/28/19	Payment term:	
107000	Accounting - CliftonLarsonAllen, LLP	<u>1,287.00</u>			
	Totals	1,287.00	0.00	1,287.00	1,287.00
	<b>Totals for CliftonLarsonAllen, LLP</b>	<u>12,287.00</u>	<u>0.00</u>	<u>12,287.00</u>	<u>12,287.00</u>
<b>FOLKESTAD          Folkestad Fazekas Barrick &amp; Patoile</b>					
Reference:	27617	Date:	02/28/19	Discount exp date:	
GL AP account:	102500	Due date:	02/28/19	Payment term:	
107460	Legal services - Folkestad Fazekas Barrick & Patoile	<u>3,371.00</u>			
	Totals	3,371.00	0.00	3,371.00	3,371.00
	<b>Totals for Folkestad Fazekas Barrick &amp; Patoile</b>	<u>3,371.00</u>	<u>0.00</u>	<u>3,371.00</u>	<u>3,371.00</u>
<b>FOOTHILLS          Foothills Park &amp; Recreation District</b>					
Reference:	SALES00000032645	Date:	02/28/19	Discount exp date:	
GL AP account:	102500	Due date:	02/28/19	Payment term:	
107600	Foothills Park and Recreation fees - Foothills Park & Recreation District	<u>1,249.52</u>			
	Totals	1,249.52	0.00	1,249.52	1,249.52
	<b>Totals for Foothills Park &amp; Recreation District</b>	<u>1,249.52</u>	<u>0.00</u>	<u>1,249.52</u>	<u>1,249.52</u>
<b>GEOLENS              GEOLENS</b>					
Reference:	580	Date:	01/31/19	Discount exp date:	
GL AP account:	102500	Due date:	01/31/19	Payment term:	
107480	Miscellaneous - GEOLENS	<u>156.00</u>			
	Totals	156.00	0.00	156.00	156.00
	<b>Totals for GEOLENS</b>	<u>156.00</u>	<u>0.00</u>	<u>156.00</u>	<u>156.00</u>
<b>IREA                      IREA</b>					
Reference:	26129001	Date:	01/25/19	Discount exp date:	
GL AP account:	102500	Due date:	01/25/19	Payment term:	
107701	Utilities - IREA	<u>21.68</u>			
	Totals	21.68	0.00	21.68	21.68

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

All Dates

GL Account	Description	Gross Open Amount	Discount Available	Net Open Amount	Cash Required
Reference: 25782000		Date: 02/19/19		Discount exp date:	
GL AP account: 102500		Due date: 02/19/19		Payment term:	
107701	Utilities - IREA	30.00			
	Totals	30.00	0.00	30.00	30.00
Reference: 85350300		Date: 02/19/19		Discount exp date:	
GL AP account: 102500		Due date: 02/19/19		Payment term:	
107701	Utilities - IREA	21.45			
	Totals	21.45	0.00	21.45	21.45
Reference: 21367302		Date: 02/20/19		Discount exp date:	
GL AP account: 102500		Due date: 02/20/19		Payment term:	
107701	Utilities - IREA	21.57			
	Totals	21.57	0.00	21.57	21.57
Reference: 25968000		Date: 02/20/19		Discount exp date:	
GL AP account: 102500		Due date: 02/20/19		Payment term:	
107701	Utilities - IREA	22.02			
	Totals	22.02	0.00	22.02	22.02
Reference: 85210100		Date: 02/20/19		Discount exp date:	
GL AP account: 102500		Due date: 02/20/19		Payment term:	
107701	Utilities - IREA	128.82			
	Totals	128.82	0.00	128.82	128.82
Reference: 85311000		Date: 02/20/19		Discount exp date:	
GL AP account: 102500		Due date: 02/20/19		Payment term:	
107701	Utilities - IREA	24.62			
	Totals	24.62	0.00	24.62	24.62
Reference: 85311102		Date: 02/22/19		Discount exp date:	
GL AP account: 102500		Due date: 02/22/19		Payment term:	
107701	Utilities - IREA	504.00			
	Totals	504.00	0.00	504.00	504.00
Reference: 26129901		Date: 02/27/19		Discount exp date:	
GL AP account: 102500		Due date: 02/27/19		Payment term:	
107701	Utilities - IREA	21.79			
	Totals	21.79	0.00	21.79	21.79
Reference: 21419100		Date: 02/27/19		Discount exp date:	
GL AP account: 102500		Due date: 02/27/19		Payment term:	
107701	Utilities - IREA	48.00			
	Totals	48.00	0.00	48.00	48.00
Reference: 23509300		Date: 02/28/19		Discount exp date:	
GL AP account: 102500		Due date: 02/28/19		Payment term:	
107701	Utilities - IREA	18.00			
	Totals	18.00	0.00	18.00	18.00
<b>Totals for IREA</b>		<u>861.95</u>	<u>0.00</u>	<u>861.95</u>	<u>861.95</u>
<b>METCO</b>	<b>METCO LANDSCAPE, INC.</b>				
Reference: 523106		Date: 01/28/19		Discount exp date:	
GL AP account: 102500		Due date: 01/28/19		Payment term:	
107596	Snow removal - METCO LANDSCAPE, INC.	640.00			
	Totals	640.00	0.00	640.00	640.00

**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
Reference:	523107	Date:	01/29/19	Discount exp date:	
GL AP account:	102500	Due date:	01/29/19	Payment term:	
107596	Snow removal - METCO LANDSCAPE, INC.	800.00			
	Totals	800.00	0.00	800.00	800.00
Reference:	524043	Date:	01/30/19	Discount exp date:	
GL AP account:	102500	Due date:	01/30/19	Payment term:	
107596	Snow removal - METCO LANDSCAPE, INC.	320.00			
	Totals	320.00	0.00	320.00	320.00
Reference:	SM164584	Date:	01/31/19	Discount exp date:	
GL AP account:	102500	Due date:	01/31/19	Payment term:	
107595	Landscape contract - METCO LANDSCAPE, INC.	13,320.00			
	Totals	13,320.00	0.00	13,320.00	13,320.00
Reference:	523997	Date:	02/07/19	Discount exp date:	
GL AP account:	102500	Due date:	02/07/19	Payment term:	
107596	Snow removal - METCO LANDSCAPE, INC.	1,280.00			
	Totals	1,280.00	0.00	1,280.00	1,280.00
Reference:	524557	Date:	02/18/19	Discount exp date:	
GL AP account:	102500	Due date:	02/18/19	Payment term:	
107596	Snow removal - METCO LANDSCAPE, INC.	1,600.00			
	Totals	1,600.00	0.00	1,600.00	1,600.00
Reference:	524789	Date:	02/22/19	Discount exp date:	
GL AP account:	102500	Due date:	02/22/19	Payment term:	
107596	Snow removal - METCO LANDSCAPE, INC.	480.00			
	Totals	480.00	0.00	480.00	480.00
Reference:	524873	Date:	02/23/19	Discount exp date:	
GL AP account:	102500	Due date:	02/23/19	Payment term:	
107596	Snow removal - METCO LANDSCAPE, INC.	2,599.00			
	Totals	2,599.00	0.00	2,599.00	2,599.00
Reference:	524759	Date:	02/27/19	Discount exp date:	
GL AP account:	102500	Due date:	02/27/19	Payment term:	
107585	Landscape maintenance & supplies - METCO LANDSCAPE, INC.	1,158.00			
	Totals	1,158.00	0.00	1,158.00	1,158.00
Reference:	SM164585	Date:	02/28/19	Discount exp date:	
GL AP account:	102500	Due date:	02/28/19	Payment term:	
107595	Landscape contract - METCO LANDSCAPE, INC.	13,320.00			
	Totals	13,320.00	0.00	13,320.00	13,320.00
Reference:	SM164696	Date:	03/01/19	Discount exp date:	
GL AP account:	102500	Due date:	03/01/19	Payment term:	
107595	Landscape contract - METCO LANDSCAPE, INC.	13,320.00			
	Totals	13,320.00	0.00	13,320.00	13,320.00
<b>Totals for METCO LANDSCAPE, INC.</b>		<u>48,837.00</u>	<u>0.00</u>	<u>48,837.00</u>	<u>48,837.00</u>

**MULHERN Mulhern MRE Inc.**

**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
Reference:	MMRE5944	Date:	01/31/19	Discount exp date:	
GL AP account:	102500	Due date:	01/31/19	Payment term:	
107584	Engineering - Mulhern MRE Inc.	<u>1,843.48</u>			
	Totals	1,843.48	0.00	1,843.48	1,843.48
	<b>Totals for Mulhern MRE Inc.</b>	<u>1,843.48</u>	<u>0.00</u>	<u>1,843.48</u>	<u>1,843.48</u>
<b>ROXWATERSAN</b>	<b>Roxborough Water &amp; San District</b>				
Reference:	7122027	Date:	02/24/19	Discount exp date:	
GL AP account:	102500	Due date:	02/24/19	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:	02/24/19	Discount exp date:	
GL AP account:	102500	Due date:	02/24/19	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:	7121316	Date:	02/24/19	Discount exp date:	
GL AP account:	102500	Due date:	02/24/19	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:	7122381	Date:	02/24/19	Discount exp date:	
GL AP account:	102500	Due date:	02/24/19	Payment term:	
107702	Nonpotable water purchase usage - Roxborough Water & San District	<u>99.89</u>			
	Totals	99.89	0.00	99.89	99.89
Reference:	7122162	Date:	02/28/19	Discount exp date:	
GL AP account:	102500	Due date:	02/28/19	Payment term:	
107702	Nonpotable water purchase usage - Roxborough Water & San District	<u>746.50</u>			
	Totals	746.50	0.00	746.50	746.50
	<b>Totals for Roxborough Water &amp; San District</b>	<u>1,225.23</u>	<u>0.00</u>	<u>1,225.23</u>	<u>1,225.23</u>
<b>SBPORTABOWL</b>	<b>S&amp;B Porta Bowl Restrooms, Inc.</b>				
Reference:	412958	Date:	03/06/19	Discount exp date:	
GL AP account:	102500	Due date:	03/06/19	Payment term:	
107599	Portable restrooms - S&B Porta Bowl Restrooms, Inc.	<u>108.00</u>			
	Totals	108.00	0.00	108.00	108.00
Reference:	412959	Date:	03/06/19	Discount exp date:	
GL AP account:	112500	Due date:	03/06/19	Payment term:	
117599	Portable restrooms - S&B Porta Bowl Restrooms, Inc.	<u>108.00</u>			
	Totals	108.00	0.00	108.00	108.00
	<b>Totals for S&amp;B Porta Bowl Restrooms, Inc.</b>	<u>216.00</u>	<u>0.00</u>	<u>216.00</u>	<u>216.00</u>
<b>UMBBANKNA</b>	<b>UMB Bank, NA</b>				
Reference:	135315.1	Date:	01/31/19	Discount exp date:	

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

All Dates

GL Account	Description	Gross Open Amount	Discount Available	Net Open Amount	Cash Required
GL AP account:	202500				
207591	Paying agent fees - UMB Bank, NA	Due date: 01/31/19 1,200.00		Payment term:	
	Totals	1,200.00	0.00	1,200.00	1,200.00
	<b>Totals for UMB Bank, NA</b>	<u>1,200.00</u>	<u>0.00</u>	<u>1,200.00</u>	<u>1,200.00</u>
	<b>Company Totals</b>	<u>79,017.18</u>	<u>0.00</u>	<u>79,017.18</u>	<u>79,017.18</u>

# Roxborough Village Fireworks Show



**Incident Action Plan**  
**Operational Period:**  
**September XXXX, 2019**  
**1300 to 0100 hours**



METCO LANDSCAPE, INC.

## Monthly Maintenance Report for Roxborough Village Metropolitan District

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

### REVIEW OF GANTTED OPERATIONS

#### Turf

DORMANT TURF SHOULD BE STARTING TO WAKE UP BY THE END OF THE MONTH

#### Shrub Beds

ALL SHRUB BED HAVE BEEN SPRAYED WITH PRE-EMERGENT WITH THE ONCOMING SEASON FOR WEED CONTROL

#### Trees

TREES ARE COMING OUT OF DORMANCY

#### Irrigation

WILL BE SCHEDULEING DATES FOR IRRIGATION START UP IN APRIL

#### Site Policing

ALL TUMBLERS HAVE BEEN REPLACED ON EXISTING DOGGY BAG DISPENSERS AND PORTER OF TRASH AND DOGGY STATIONS HAVE BEEN ONGOING THROUGH THE MONTH

#### Overall Site

WE HAVE BEEN MARKING SEVERAL FENCE LINES WITH BLUE PAINT FOR METRO IRRIGATION LINES THAT MAY BE NEAR FENCE LINES BEING REPLACED

#### Review of Operatons for Upcoming Month:

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

WILL BE WORKING ON IRRIGATION START UP AND STARTING SPRING CLEANUP FOR UPCOMING SEASON



# Annual Flower Proposal

<b>Proposal By:</b>	
Metco Manager Name <b>Barr</b>	
Metco Landscape, Inc.	
Proposal Date	<b>3/5/2019</b>

<b>Job Location</b>	
Roxborough Metro Dist	
Rampart Range Rd	
Littleton Colo.	

<b>Submitted To:</b>	
Anna Jones	
Clifton Larson Allen	
8390 East Crescent Parkway suite 500	
Geenwood Village, Colo 80111	

<b>Accounting Information</b>	
Job #	<b>19-10-305</b>
AR Cust	<b>ROXBDIST</b>

*Description of Services to be Performed*

Annual Flower Installation Spring 2019

Install <u>48</u> Flats of annuals and <u>0</u> accent plants in <u>2</u> beds and <u>0</u> flower pots	\$4,032.00
<i>Includes</i> <u>3</u> C.Y. soil for bed prep to be tilled in to existing bed soil at <u>2</u> " depth	\$225.00
<i>Includes</i> <u>2</u> C.Y. mulch topdressing in beds to a depth of <u>1</u> "	\$190.00
<i>Includes</i> <u>0</u> C.Y. soil for flower pots to be mixed in with existing soil	\$0.00
<i>Includes</i> <u>0</u> C.Y. mulch topdressing in pots to a depth of <u>1</u> "	\$0.00
<i>Includes</i> Setup and maintenance of irrigation program to ensure flower health	<i>Included</i>
<i>Includes</i> 18 weeks flower bed maintenance consisting of deadheading, weed removal, fertilization, & removal of flowers after first frost	\$960.00

*Exclusions: Plants to be installed after Mother's Day (May 13th) unless there is a freeze warning in weather forecast  
Plants installed before Mother's Day (by request only) are not covered under warranty*

Locations                      Light at Rampart and Village Circle East and West Nose of Medians

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

Client's Signature \_\_\_\_\_ Date \_\_\_\_\_ **Total** **\$5,407.00**



**Annual Flower Installation Spring 2019****3/5/2019**Total: **\$5,407.00****CONDITIONS OF CONTRACT***THESE CONDITIONS ARE A PART OF YOUR CONTRACT.***CONTRACT SPECIFICATIONS & LIMITATIONS**

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

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

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

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

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

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

**GUARANTEES**

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

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

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

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

**TERMS OF PAYMENT/SUSPENSION OF WORK**

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

**CANCELLATION**

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

**DISPUTES**

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

**PHOTOGRAPHY**

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

## SIGNAGE

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

## UTILITIES/UNKNOWN OBSTRUCTIONS

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

## OWNER'S RESPONSIBILITIES

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



Total: **\$0.00**

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

**CONDITION**

**Extra Work Proposal 3/15/2019**

**CONTRACT SPECIFICATIONS & LIMITATIONS**

All material is guaranteed to be as specified in

Unit Prices – The Base

Alternates / Time &

Scheduling – Landscape enhancement contracts

Watering and Maintenance

Seeding – Re-seeding or re-sodding of

**GUARANT**

Our guarantee is

All claims for

Plant Material Guarantee – Metco Landscaping guarantees

We will not guarantee plants damaged or

**TERMS**

Invoices will be sent after the contract work is completed,

**CANCELL**

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

**DISPUTES**

All disputes shall be

**PHOTOS  
BARDIV**

Metco  
Landscape,

**SIGNAGE**

By signing  
this contract  
you, the  
Owner, are

**UTILITIES/UNKNOWN OBSTRUCTIONS**

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

**OWNER'S RESPONSIBILITIES**

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

**RESOLUTION 2019-03-01  
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 March, 2019, by a vote of \_\_\_\_ for and \_\_\_\_ against.

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

By: \_\_\_\_\_  
Calvin Brown, President

ATTEST:

By: \_\_\_\_\_  
Ronald Bendall, Secretary

**SCHEDULE A**

Services Agreement with Livable Cities Studio, Inc.

## SERVICES AGREEMENT

**THIS SERVICES AGREEMENT** (this "Agreement"), is made and entered into this \_\_\_ day of \_\_\_\_\_, 2019, by and between **ROXBOROUGH VILLAGE METROPOLITAN DISTRICT**, a quasi- municipal corporation and political subdivision of the State of Colorado, whose address is c/o CliftonLarsonAllen LLP, 8390 East Crescent Parkway, Suite 300, Greenwood Village, Colorado 80111-4814 (the "District"), and **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. As referenced in Section 1.2 of Exhibit A, the specifics of roles and responsibilities, protocols, work schedule, and review periods will be incorporated herein after such specification is made.

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

**CONTRACT PRICE.** Subject to the provisions of the Terms and Conditions, District agrees to pay, and Contractor agrees to accept as full compensation for performing the Work, a sum not to exceed \$124,800 (the "Contract Price"), for services, plus costs which are estimated to be \$3000.00.

### 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. Scope of Work**

## ROXBOROUGH VILLAGE COMMUNITY MASTER PLAN UPDATE SCOPE OF WORK

### TASK 1 – PROJECT INITIATION, MANAGEMENT AND MEETINGS

Setting up a project correctly is critical to its success. Task 1 includes project start-up activities such as scope refinements; development of the communications structure; refinement to the overall schedule including public outreach efforts; the project management plan including milestones and review periods; and the compilation of a contact list. We will hold a Project Kick-Off Meeting to discuss and confirm all these elements, ensuring that all team members are “on the same page”.

#### 1.1 Project Start-Up Activities

Project start-up activities will include development of the communication structure, refinement of the overall schedule, the project management plan including milestones and review periods and the compilation of a contact list. These project management documents will be reviewed at the Project Kick-Off Meeting.

##### *Task 1.1 Deliverables:*

- Project Team Contact List
- Revised Project Schedule with key milestones and review periods identified

#### 1.2 Project Kick-Off Meeting/Workshop

The Project Kick-Off Meeting will establish a “blueprint” for the seamless and efficient collaboration between the District/CLA and the Project Team. To kick off the project, we will organize a workshop to get to know the Board members, review goals and objectives, discuss expectations and concerns, review project scope and schedule, and the approach for effective public outreach and engagement. At this meeting, any data sources will be identified, roles and responsibilities clarified, protocols established, work schedule will be refined, review periods will be discussed. We will also facilitate a discussion around hopes, concerns and “must haves” to understand the critical success factors for the effort. Based on our experience, the Project Kick-Off Meeting is also the ideal time to begin the discussion regarding the Public Outreach and Engagement Plan as well as the previous and current planning efforts that will be reviewed as part of Task 2.3.

##### *Task 1.2 Deliverables:*

- Kick-Off Meeting/Workshop Agenda and Record

#### 1.3 Regular Update Meetings with the Board

We will provide regular updates with the Board throughout the process. These updates will likely happen as a part of the Board’s monthly meeting and will include discussions around current tasks, development of content as well as updates regarding the public outreach and engagement efforts.

##### *Task 1.3 Deliverables:*

- Meeting Summary and Action Items

### TASK 2 – INVENTORY AND ASSESSMENT ANALYSIS

During Task 2, the Project Team will undertake an extensive review and analysis of the entire District area and any associated background materials to ensure that the Community Master Plan Update process is informed by a comprehensive understanding of community’s conditions, issues and opportunities. Further, we will review and assess

any recent District documents to ensure that the planning effort is consistent with all outlined goals, visions and objectives.

### 2.1 Roxborough Village Site Visit

This sub-task will occur soon after the Project Kick-Off Meeting and provide an opportunity for the District Board members, the Project Team, identified stakeholders and community members to experience the community as a team. The site visit will provide and encourage initial engagement and allow the team to confirm assertions, conduct preliminary assessments, identify preliminary deficiencies and determine key opportunities and constraints. We anticipate a one-half (1/2) day of touring the community with all team members and visiting key predetermined locations.

#### *Task 2.1 Deliverables:*

- Site Photos
- Site Visit Notes and Record

### 2.2 Identification of and Assessment of District Assets

This sub-task will be an important first step in assessing the current condition of the District's assets. Our Project Team will work with CLA to identify District assets and to determine condition of each individual asset. The asset assessment will include evaluation criteria that ranks the asset's current physical condition, how often it is used, annual maintenance costs, requirement for any near-term capital improvements, community satisfaction, and other evaluation criteria agreed to by the District Board. Once the District assets have been identified and evaluated, the Project Team will review preliminary findings with the Board before developing initial recommendations to improve, replace or remove any existing assets.

#### *Task 2.2 Deliverables:*

- District Asset Summary Matrix
- District Asset Map with Notes
- Summary of Findings and Recommendations

### 2.3 Document Review of Previous and Current Relevant Efforts

We will evaluate all documents and relevant improvement and maintenance efforts and determine what relevant information need additional research or discussion and what gaps and deficiencies need to be filled. As part of this task, we will review the financial history of the District to gain a better understanding of the management of the assets and costs associated with their upkeep, maintenance and replacement. These will include, but not be limited to:

- 2006 Parks and Open Space Renovation Master Plan
- 2010 Community Park Master Plan
- 2010 Irrigation Master Plan
- 2018 Board Priorities Summary (See Section 6)
- 2014 Amended Service Plan

#### *Task 2.3 Deliverables:*

- Written Summary of Previous and Current Efforts

## **TASK 3 – PUBLIC OUTREACH AND ENGAGEMENT**

We will work with the CLA and the Board to develop a public engagement plan to ensure the outreach strategies work best for the Roxborough Village Community. The engagement process will emphasize creative outreach approaches in order to solicit constructive feedback from the community and stakeholders.

### 3.1 Public Engagement Plan

As an outcome of the Kickoff Meeting/Workshop, a Public Engagement Plan will be developed to summarize the goals and approach recommended to engage the community. The plan will confirm the strategy, the outreach tools, tasks and specific timing for the proposed events, meetings and sequence of activities. Once prepared, the Public Engagement Plan will be reviewed by the Board for final input and approval.

#### *Task 3.1 Deliverables:*

- Summarized Public Engagement Plan

### 3.2 Community Events and Workshops

Although the final public engagement strategy will be developed and confirmed with the Board, we anticipate creative events to engage with the community and to achieve a high level of participation and build excitement around the planning effort. The events will be designed to generate interest and excitement with multiple opportunities for feedback and input, and to capture the spirit of the community. They will occur at key milestones and be organized as a larger community events at different times of the day to help generate as much participation as possible. We will emphasize events that engage the community in an experiential way by getting out on site and using visualization and virtual reality tools to that allow the community to experience concepts before providing input. We will also look for ways to engage the local schools and youth of the community in new and exciting ways that aligns with their curriculum.

Although the final events and sequence will be confirmed with the Board, we will organize and conduct three (3) community meetings/events:

- Community Event #1 – An initial project public kickoff event(s). The event will be a fun community gathering that will allow us to introduce the project, outline goals, schedule, timeline and solicit input and feedback. The event will allow the community to provide some initial thought on their open spaces and amenities.
- Community Event #2 – The second public event with the community will focus on and experiential activity with the community in a new and engaging way. The second event will focus include previews of initial concepts or options based on the input received during the first community event. This event will focus on using interactive methods to engage the community and solicit feedback on various concepts and ideas.
- Community Event #3 – The final community meeting is where we will share the recommended planning concepts and recommendations. The event will culminate the months of planning work by recognizing the community and stakeholders for their hard work and providing another forum for feedback and input. The final meeting marks an important milestone as the plan transitions into the final phase of final Board review and adoption.

#### *Task 3.2 Deliverables:*

- Organize and Conduct Three (3) Community Meetings
- Preparation of Boards, Exhibits and Meeting Material
- Meeting Summaries for Each Event

### 3.3 Community Surveys

An additional component of outreach is the use of community surveys. At key times during the effort, we may use an online survey so that we reach a broader audience. Since some community members may not be comfortable attending meetings or providing input in a group setting, the surveys will offer another platform for additional input and feedback on specific issues such as sensitivity to mill levy, types of amenities, frequency of use of amenities, etc.



*Task 3.3 Deliverables:*

- Up to Three (3) Online or Printed Community Surveys
- Summary of Survey Results and Findings

### 3.4 Analysis, Findings and Board Sessions

The information and feedback received during the community events, meetings and surveys will be analyzed and evaluated to determine common themes that will be used to guide the plan. Following each event or survey, material will be reviewed and summarized into findings that will be presented to the Board at their regular monthly meeting. Structuring our interactions with the Board this way will allow consistent feedback and input as we move through the planning process. Based on feedback and direction from the Board, we will incorporate the findings into recommendations as we work through the community Master Planning process.

*Task 3.4 Deliverables:*

- Regular Board Meeting Attendance
- Summary of Survey Results and Findings

## **TASK 4 – COMMUNITY MASTER PLAN**

A Community Master Plan will be developed based on feedback from the Board, stakeholders and the broader community.

### 4.1 Master Plan Concepts

Following our kickoff, inventory and assessment, we will develop initial Master Plan Concepts. The concepts will be based on input from the community and opportunities and constraints determined during the assessment of the District assets. The concepts will explore the interplay of the active and passive spaces with existing landscape character, overall open space programming, integration of potential new amenities, improvements to existing amenities, consideration of drainage and grading and relationship to existing landscape and natural systems, trail/walking access and circulation, community gathering spaces such as plazas, gardens and active park areas (existing and potential).

*Task 4.1 Deliverables:*

- Master Plan Concepts
- Illustrated Exhibits, including but not limited to 3D models/visualizations, sketches, plans, graphics, etc.

### 4.2 Draft Master Plan

After preparing the initial Master Plan Concepts and receiving feedback from the Board and community, we will prepare a Draft Master Plan. At a minimum, the Draft Plan will include the following preliminary recommendations:

- Enhanced trails, bike and pedestrian amenities that create a better sense of connectivity and mobility throughout the district, connecting schools and other destinations as appropriate.
- Areas for passive recreation and associated improvements such as shade structures, informal gathering, picnicking and sitting areas.
- Active recreational enhancements such as frisbee golf, workout stations, splash pads and others as identified via community engagement.

- Recommendations regarding landscape design and enhancements that will build upon the natural beauty of the area.
- Infrastructure upgrades necessary to support improvements.
- Irrigation infrastructure needs assessment.
- Enhancements to existing amenities, if appropriate.
- Water features.
- Other ideas based on community input and the Master Plan Concepts.

*Task 4.2 Deliverables:*

- Draft Master Plan Concepts
- Draft Master Plan Document Outline
- Draft Master Plan Document
- Illustrated exhibits, including but not limited to 3D models/visualizations, sketches, plans, charts, graphics, etc.

#### 4.3 Final Master Plan

Following the presentation of Master Plan Concepts and the Draft Master Plan, we will proceed with the planning effort, incorporating feedback into the Final Master Plan. We will continue to iterate the Master Plan and develop a final digitally-rendered plan, visualizations and document with and executive summary, which will highlight the project methods, major findings and recommendations. The document will be highly graphic and visually interesting so it's accessible to a broad audience.

*Task 4.3 Deliverables:*

- Final Master Plan Concepts
- Draft Master Plan Document
- Final illustrated exhibits, including but not limited to 3D models/visualizations, sketches, plans, charts, graphics, etc.

#### 4.4 Financing Strategy

The Financing Strategy is a critical component of the Master Plan. The District needs to balance its need to be fiscally responsible while implementing new improvements and upgrades for the community to reflect trends, core community values, as well as remain competitive. Determining the appropriate level of investment will be a major factor in the Master Planning process.

The financial strategy will be developed as the Master Plan is being developed and will take into consideration Board, management, as well as community input. Scope items will include the following:

- 1) Work with current consulting staff and Board. Examine past and current metro District budgets. Ascertain maintenance issues and capital improvement needs, as well as overall community concerns.
- 2) Examine relevant competitive master planned communities with a focus on location, size, and amenities (including open space and recreation). Also examine mill rates currently in place in these communities for comparison purposes.
- 3) Identify other potentially relevant funding sources.
- 4) Analyze relevant demographic and residential value trends.

- 5) Mill rate sensitivity analysis: Work closely with team and Board to determine potentially relevant financial scenarios and potential packages of improvements:
  - a. Pay as you go scenario (s)
  - b. Bonding scenarios (s)
    - i. What package of projects would different mill rates provide? Ensure that additional maintenance considerations are also reflected in the mill rate scenarios
    - ii. Examine whether the results would help differentiate Roxborough Village in the competitive landscape as well as keep the community relevant.
- 6) Work with Board and team to determine the best way to get a sense of the appetite of the community for supporting future potential improvements. One potential feedback mechanism would be a Board presentation at one of the public meetings combined with an online survey.
- 7) Financial recommendations and overall strategy.

*Task 4.4 Deliverables:*

- Board Presentation(s) on trends and the financial sensitivity analysis
- Technical memo on trends and the financial sensitivity analysis (separate memos)
- Gathering feedback from Board/Public on mill rate

#### 4.5 Implementation Strategies and Timeline

An Implementation Strategy will be developed that combines the recommendations from the planning with the financial strategy. It will prioritize projects for the near-term and long-term that work anticipated revenue assumptions determined by the Board. The goal will be to solidify the financial position of the District to ensure it can achieve the goals generated in the Master Plan. The following items will be included as a part of the implementation strategy:

1. Order-of-magnitude costs associated with identified short-term and long-term improvements. This will include estimated capital costs as well as O&M costs.
2. Determination of funding and District revenue assumptions based on anticipated mill rate.
3. Project prioritization summary.
4. Phasing strategy and timeline that aligns with the accepted revenue assumptions and improvements identified by the community.
5. Identification of quick wins and near-term improvements to demonstrate that the District is delivering on the vision set forth in the Master Plan.

To assist with any major infrastructure or engineering cost estimating, we will utilize the District's existing team of consultants, including CLA, Mulhern MRE, Metco and other contractors providing services to the District.

*Task 4.5 Deliverables:*

- Comprehensive Implementation Plan
- Cost Estimates and Phasing
- Summary of Community Priorities
- Summary of Financial Strategy and Revenue Scenarios.



## FEES

Livable Cities Studio, Inc. will provide the above scope per the terms and conditions of our contract on a Lump Sum basis. Our estimated fee for basic services is \$124,800, not including expenses, to be billed monthly. The fee breakdown is as follows:

TASK 1 – PROJECT INITIATION, MANAGEMENT AND MEETINGS	\$8,400
TASK 2 – INVENTORY AND ASSESSMENT ANALYSIS	\$11,500
TASK 3 – PUBLIC OUTREACH AND ENGAGEMENT	\$19,600
TASK 4 – COMMUNITY MASTER PLAN	<u>\$85,300</u>
	\$124,800
Estimated Expenses (To Be Billed at Cost)	\$3,000

All invoices are due and payable within 60 days of the date of the invoice unless otherwise agreed to by Livable Cities Studio, Inc.

## REIMBURSIBLE EXPENSES

Reimbursable Expenses are in addition to compensation for Basic Services. Reimbursable expenses incurred by Livable Cities Studio, Inc. such as, but not limited to, public meeting material, travel, telephone charges, video conferencing and printing/copying expenses shall be billed at cost.

## ADDITIONAL SERVICES

Services in addition to those described above are to be compensated on a Time and Materials basis per Livable Cities Studio's current published rate schedule. Additional services will include redesign of previously approved work, major revisions to program and/or expansion of the work scope. Changes, additions or modifications to the scope of work shall be authorized by written change request.

## CONDITIONS AND EXCLUSIONS

Client shall provide the following information or services as required for performance of the work. Livable Cities Studio assumes no responsibility for the accuracy of such information or services and shall not be liable for errors or omissions therein. Should Livable Cities Studio be required to provide services in obtaining or coordinating compilation of this information, such services shall be billed as Additional Services.

In order to begin work, we will require following information:

1. Any available base maps and digital information available, including CAD, GIS, etc.

The following exclusions apply to this proposal:

1. No special entitlement and zoning documents or approvals.
2. No final design or construction documentation.
3. No Civil Engineering design or construction documents.
4. No grading/vertical or horizontal control plans for roads, buildings, landscape, parking areas, etc.
5. No Lighting Engineering and design.
6. No Irrigation Engineering and design.
7. No final signage design or construction documents.

**RESOLUTION 2019-03-02  
OF THE BOARD OF DIRECTORS OF  
ROXBOROUGH VILLAGE METROPOLITAN DISTRICT  
DOUGLAS COUNTY, COLORADO**

**A RESOLUTION APPROVING SERVICES AGREEMENT  
WITH ARK ECOLOGICAL SERVICES, LLC  
FOR A 2019 WEED AND NATIVE PLANT MANAGEMENT PROGRAM FOR THE  
ROXBOROUGH VILLAGE INCLUDING CHATFIELD FARMS AND THE SOUTH  
HOGBACK**

The Roxborough Village Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"), has received a proposed Weed and Native Plant Management Program for the Roxborough Village Including Chatfield Farms and the South Hogback from Ark Ecological Services, LLC, a Colorado limited liability company, (the "Contractor"), as more specifically described in the Services Agreement attached hereto as Schedule A (the "Agreement"); and

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

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

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

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

APPROVED AND ADOPTED this \_\_\_\_ day of March, 2019, by a vote of \_\_\_\_ for and \_\_\_\_ against.

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

By: \_\_\_\_\_  
Calvin Brown, President

ATTEST:

By: \_\_\_\_\_  
Ronald Bendall, Secretary

**SCHEDULE A**

Services Agreement with Ark Ecological Services, LLC

## SERVICES AGREEMENT

**THIS SERVICES AGREEMENT** (this "Agreement"), is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between **ROXBOROUGH VILLAGE METROPOLITAN DISTRICT**, a quasi- municipal corporation and political subdivision of the State of Colorado, whose address is c/o CliftonLarsonAllen LLP, 8390 East Crescent Parkway, Suite 300, Greenwood Village, Colorado 80111-4814 (the "District"), and **ARK ECOLOGICAL SERVICES, LLC**, a Colorado limited liability company, whose address is 6560 Dover Street, Arvada, CO 80004 (the "Contractor").

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

### CONTRACTOR INFORMATION:

Soc. Sec. or Tax I.D. #:	<u>20-4014468</u>
Telephone Number:	<u>(303) 985-4849</u>
Fax Number:	<u>(303) 985-4849 (call first)</u>
Email address:	<u>ersperger@gmail.com</u>
Contact Person:	<u>Raymond H. Sperger</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.

**CONTRACT PRICE.** Subject to the provisions of the Terms and Conditions, District agrees to pay, and Contractor agrees to accept as full compensation for performing the Work, a sum not to exceed \$19,990 for the Southern Open Space Areas, \$9,000 for the Chatfield Farms Open Space Areas, \$7,750 for the Southern Hogback Open Space Area, \$1,500 for the Roxborough Village East Side Pond, \$750 for the Roadside Berm on N. Rampart Range Road, and 'no charge' for assessment of restoration projects throughout the foregoing areas, for a total of \*\$38,990 (the "Contract Price").

\*This price does not include clean-up projects in Chatfield Farms Open Space Areas, for which the cost will be determined by time, materials and disposal fees and subject to District approval of work orders related to same.

**DISTRICT:**

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

**CONTRACTOR:**

**ARK ECOLOGICAL SERVICES, LLC  
a Colorado limited liability company**

By: \_\_\_\_\_  
Calvin Brown, President

By: \_\_\_\_\_  
Raymond H. Sperger, Manager



## 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**

**Open Space Management Proposal for 2019**

**Weed and Native Plant Management Program  
for the  
Roxborough Village including Chatfield Farms  
and the South Hogback**

**Open Space Management Proposal for 2019**

**Weed and Native Plant Management Program**  
**for the**  
**Roxborough Village including Chatfield Farms**  
**and the South Hogback**

Prepared  
by

**Raymond H. Sperger**

**Ark Ecological Services, LLC**

*Conserving and restoring native species and landscapes for future generations*

**6560 Dover Street**  
**Arvada, CO 80004**  
**303-985-4849**

February 8, 2019

## **Open Space Management Proposal for 2019 Weed and Native Plant Management Program for the Roxborough Village**

### **Introduction**

Roxborough Village is a beautiful integration of residential homes surrounded with substantial areas of open space including prairies, riparian woodlands, ponds and wetland habitats. Many of these native open spaces have high quality natural areas with an abundance of plant and animal life. Recreation opportunities including several miles of trail, wildlife viewing, and aesthetic beauty abound in the large, diverse, greenbelts and wild spaces. These natural amenities are worth cherishing and conserving for future generations, but this can only happen through sound ecological planning, through the commitment of homeowners and community leaders, and through proper stewardship practices (See Addendum 1 for a list of reasons why we should manage and restore native open spaces). Due to the development of the community and past management practices, many of the natural treasures need a helping hand to restore much of their former beauty and diversity, and to serve the needs and desires of Roxborough Village Residents.

The following is a compilation of weed management, ecological restoration, and land management actions that will help to ensure ecologically sound stewardship of these diverse open lands. There is purpose and statement of need that will help the property owners to establish its priorities for open space management. Please consider these items for 2019 or in the future to help you meet the communities' goals. With the support of the community and board of directors, Ark Ecological Services can help you keep your native open spaces beautiful and healthy for future generations.

### **Weed and Native Plant Management Program**

**Purpose:** To contain, suppress, control, and eventually eliminate state and county-listed noxious weeds and other aggressive non-native plants within the Roxborough Village Open Space. This program will focus on the noxious weeds including Canada Thistle, Diffuse Knapweed, Scotch Thistle, Musk Thistle, Poison Hemlock, Mullein, Leafy Spurge, Redstem Filaree, Bindweed, Kochia and other weeds found within and adjacent to these infestations. This proposal will help the community comply with state and county weed ordinances. And, to encourage the growth and sustain the populations of the many native plants which are currently found within the Open Space. We will identify areas that need to be restored and seeded to provide competition with the noxious weeds.

**Statement of Need:** Currently, there are several species of noxious weed growing in the Roxborough Village Open Space and some areas in the Chatfield Farms Open Space, previously-unmanaged areas that are degraded by more dense infestations of Canada Thistle, Diffuse Knapweed, Scotch Thistle, Poison Hemlock, Mullein and other invasive exotic species. Other

parts of the Open Space in the southern upland areas that have been previously managed have few or no weeds and need to be protected from future weed invasions. Lowland areas with willows and cottonwood riparian woodlands have not been managed for noxious weeds as well as the upland areas, and need to be more intensively managed for noxious weeds. Without actively managing these weeds using integrated weed management practices, (chemical treatment, mechanical treatments like mowing, cutting, pulling, and biological controls), weeds will continue to multiply in the areas where infestations exist, will spread into new areas, and will reduce native plant and animal populations. **Prevention, early detection, containment, suppression, and control of noxious weeds are the most efficient and cost effective methods of any weed management strategy.**

### Weed and Native Plant Management Program Options and Costs for 2019

<i>Weed and Native Plant Management Program</i>		
<b>Southern Open Space Areas*</b> (52.4 land acres)	2 broadcast or 3 spot herbicide applications using the best available management practices for the selected weeds being sprayed. See image below.	\$19,990
<b>Chatfield Farms Open Space Areas*</b> (31.0 land acres + 7.3 acres)	2 broadcast or 3 spot herbicide applications using the best available management practices for the selected weeds being sprayed. See image below. Price increase due to the addition of 7.3 acres adjacent to Campfire St. and additional work on Cereal Rye infestation.	\$9,000
<b>Southern Hogback Open Space Area*</b> (63.7 land acres)	2 spot herbicide applications using the best available management practices for the selected weeds being sprayed. See image below. Price increase due to wet weather and subsequent Mullein and Poison Hemlock infestation increases.	\$7,750
<b>Roxborough Village East Side Pond</b>	3 spot herbicide applications using the best available management practices for the selected weeds being sprayed. (Added to scope in 2014)	\$1,500
<b>Roadside Berm on N. Rampart Range Road</b>	2 spot herbicide applications using the best available management practices for the selected weeds being sprayed. (Added to scope in 2015)	\$750
<b>Total</b>		\$38,990

\*To the extent possible, native wildflower and shrub populations that are susceptible to broadleaf herbicides will not be sprayed.

**Estimated Weed Management Costs Over Time.** As weeds are controlled through time the seed bank in the soil is depleted and fewer weeds come up each year. Selective applications of herbicides give **both** native grasses and native wildflowers a competitive advantage, thereby increasing the beauty of the area and crowding out space for weeds. In highly infested sites or areas with extensive disturbance, ecological restoration is teamed with weed control to encourage the replacement of weeds with natives. With 2-3 herbicide application per year and a program to restore highly degraded areas, the costs for future control efforts will decline quickly



and it will cost the homeowner's association less money in the long-term than with an less aggressive management program.

**No weed control in 2019 has the following negative ramifications:**

1. Populations of weeds will increase.
2. The number of seeds in the soil seed bank will continue to grow making future weed control and restoration more expensive.
3. Desirable native vegetation will decline and wildlife will decrease.
4. The aesthetic beauty of the area is marred and the desirability to recreate in weed-infested areas is reduced.
5. Weeds may spread off-site to other parks and private property.
6. Possible violations of county weed ordinances and state weed laws may be enforced.

It is, therefore, prudent to continue to control weeds and prevent their spread.

## **Ecological Restoration Projects**

**Purpose:** To restore native plants as well as environmental conditions to areas that have been disturbed beyond the short-term natural recovery cycle or to enhance the natural recovery cycle.

**Statement of Need:** Several native common areas in Roxborough Village are in need of restoration due to past construction of homes, utilities, trails, or other facilities, due to poor revegetation practices, improper or lack of management, or neglect. These areas will continue to be weed problem areas unless they are restored and revegetated so that there is competition between native plants and weeds. Restoration will enhance the beauty of these areas, reduce long-term management costs, and restore important ecosystem functions. Assessment of areas that need to be reseeded will be conducted and recommendations for future areas that may need to be reseeded.

<i>Recommended Actions:</i>	<u>Cost</u>
<b><u>Restoration Projects</u></b> Assess the need to revegetation areas as weeds are controlled and bare ground is left.	No charge

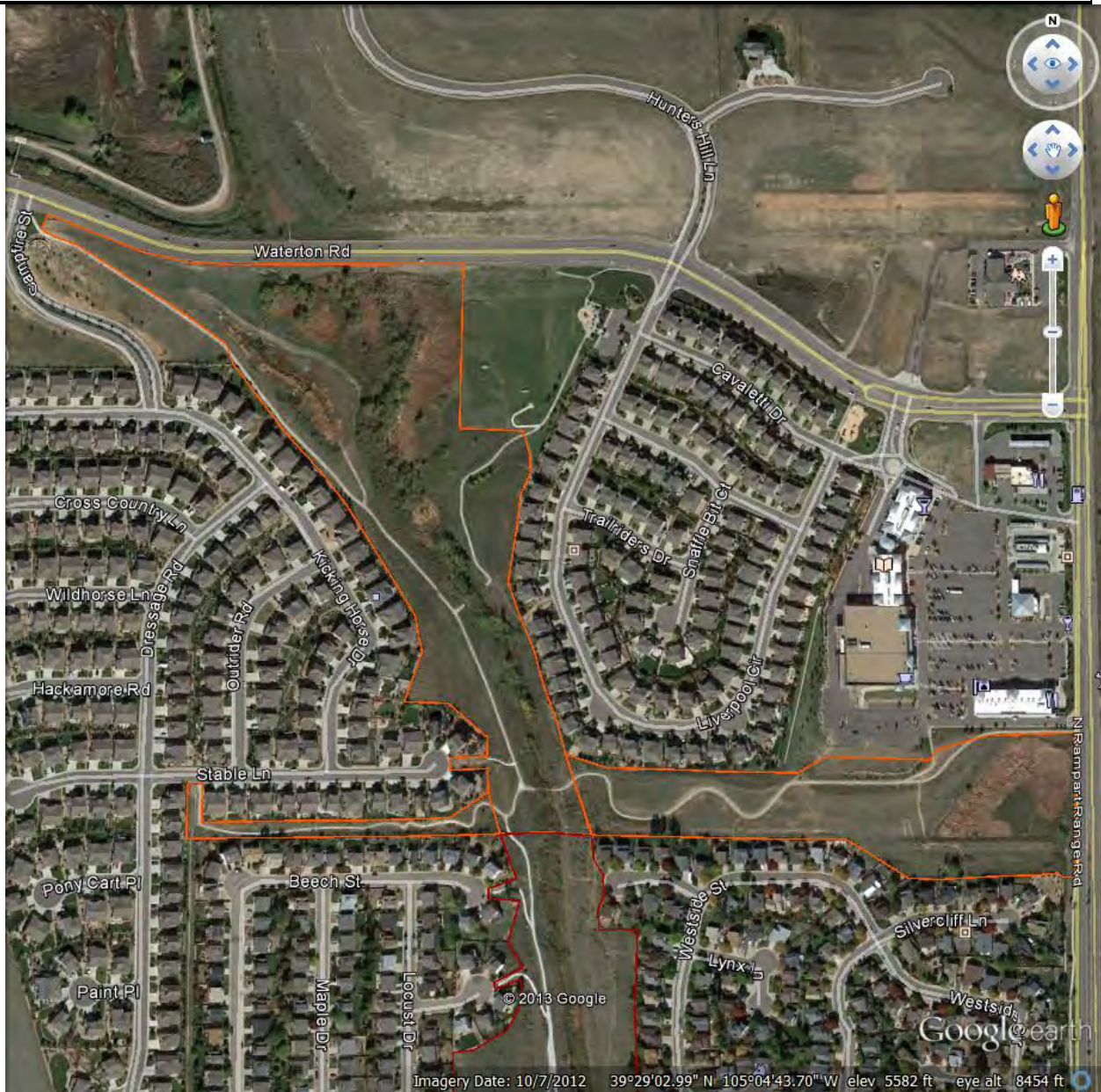
## **Debris Clean-up Projects and Encroachment Notification**

**Purpose:** To improve the aesthetics of the property and to keep people from dumping yard debris, construction debris, and other foreign items into the open space. To prepare the site, if needed, for proper restoration actions. To assist with the notification of other encroachments into the open space.

**Statement of Need:** There may be a few small areas in Roxborough Village that are in need of debris clean-up due to homeowners, contractors, or others dumping concrete, yard debris, and fencing material in the open space. There are likely more areas that need cleaned up. Notify the management company of homeowners who are violating various covenants in the open space

including dumping, placing personal items like play equipment into the open space, unauthorized mowing of open space, or planting non-native ornamental plants in the open space.

<u>Recommended Actions:</u>	<u>Cost</u>
<p><b>Clean-up Projects</b>                      One area behind homes in the Chatfield Farms open space and miscellaneous seeding in various open space areas.</p>	<p>Time and materials plus disposal fees</p>



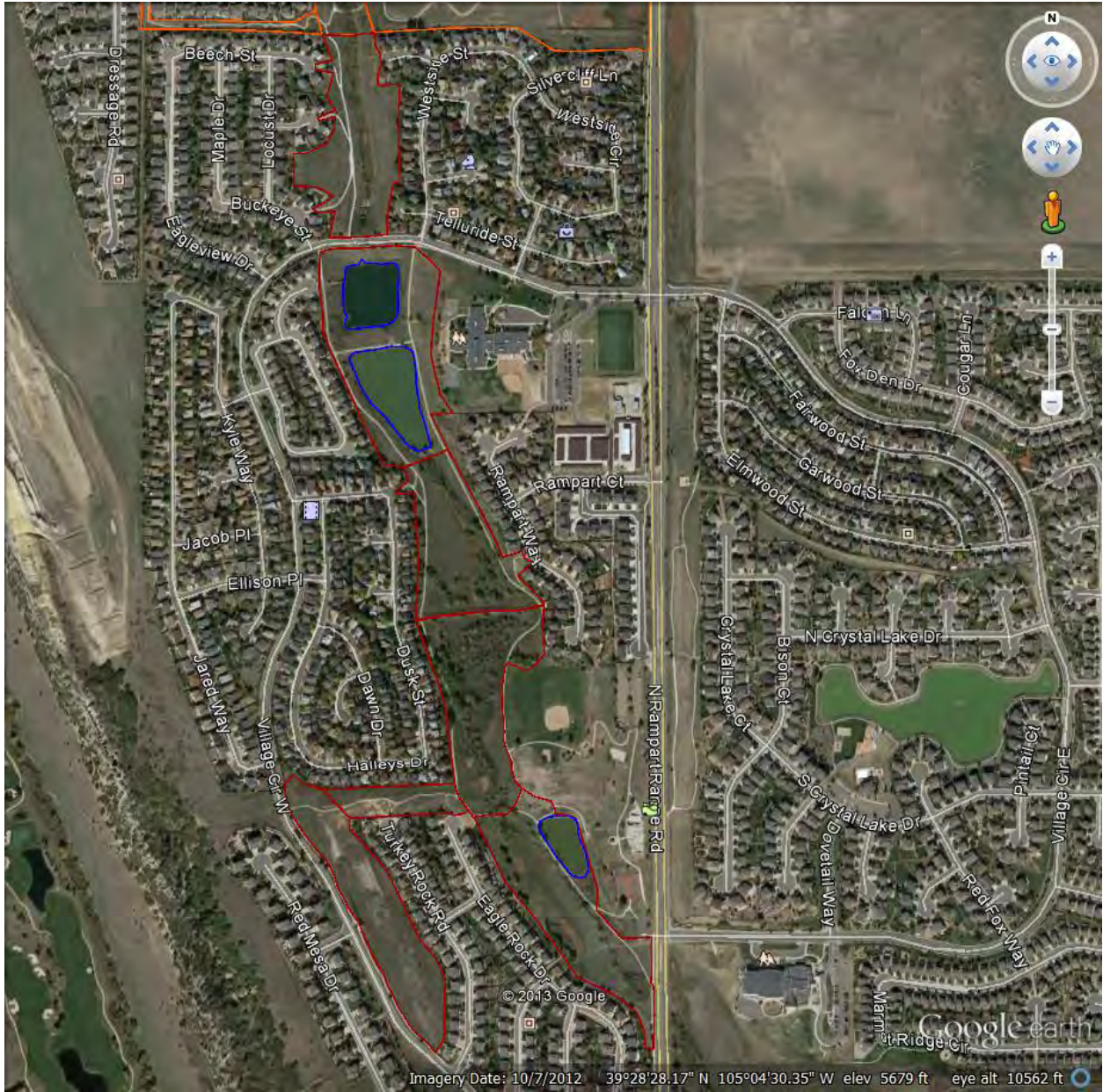
Chatfield Farms Open Space Areas (31 land acres) - Outlined in Orange.





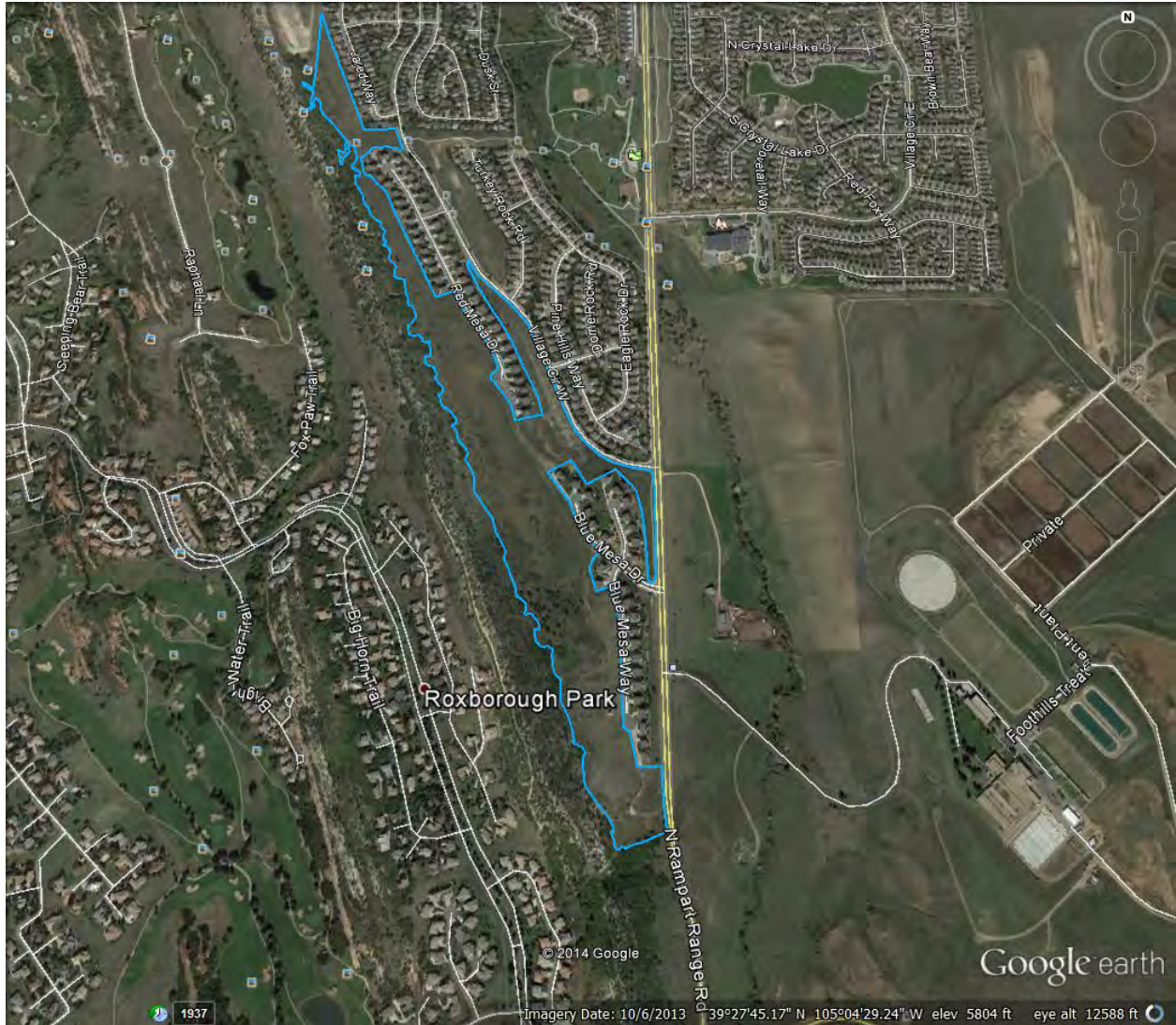
Chatfield Farms - Campfire Street Additional Area - 7.3 acres (Outlined in Red)  
First managed for noxious weeds in 2015.





Roxborough Village Open Space (52.4 land acres) - Outlined in Red





South Hogback Open Space (63.7 land acres) - Outlined in Light Blue

**Proposed Schedule:** (Based on three herbicide applications and on typical weather patterns)

<b>April</b>	<b>Conduct the first herbicide application with an emphasis on early season weeds like Poison Hemlock, Whitetop, Redstem Filaree, and trailside Kochia.</b>
<b>May</b>	<b>Begin second herbicide application with a focus on Diffuse Knapweed, Mullein, Musk Thistle, and Scotch Thistle in open areas.</b>
<b>June</b>	<b>Continue second herbicide application with a focus on Canada Thistle and other weeds in the willow and cottonwood riparian areas, as well as Mullein and Bindweed.</b>
<b>July- August</b>	<b>Complete second herbicide application with a focus on Canada Thistle, Mullein, and Bindweed.</b>
<b>October – November</b>	<b>Complete third herbicide application. Develop a list of potential restoration sites for future budget consideration.</b>
<b>September - Dec.</b>	<b>Complete Open Space Management Proposal for 2019</b>

## **Addendum 1**

### **Reasons to Manage and Restore Native Open Space**

**Because we want to:**

**Open Space -The Benefits are Endless**

- Cleans and purifies our water
- Cleans the air and produces oxygen we need to breathe
- Reduces air temperatures on hot summer days
- Provides habitat for the animals and plants that we enjoy seeing
- Provides children and adults an opportunity to learn about the environment
- Provides artistic, written, and photographic inspiration
- Provides a place for spiritual and emotional renewal
- Defines, identifies, and separates regions, communities, neighborhoods, and neighbors
- Provides a sense of history – what the landscape may have looked like prior to settlement
- Provides recreational space for walking, jogging, bicycling, and other outdoor activities.

**Because we need to:**

**It is a part of the planning and guiding documents for most communities.**

- Planned Unit Development Plan
- Design Review Philosophy and Guidelines
- Covenants

**It maintains property values.**

**It protects other investments made into the community (infrastructure, lot premiums, etc.).**

**Because we have to:**

**It is a part of the laws of the land.**

- Douglas County Weed Ordinance
- Colorado Noxious Weed Law – Revised Statute 35-5.5-115

## **Addendum 2**

### **Possible Goals for Resource and Weed Management in Roxborough Village Open Space**

#### **Resource Management Goal for the Open Spaces**

- To conserve and restore the native biological diversity of the Roxborough Village Open Space through sound land management including aggressive weed control and active ecological restoration for the benefit and enjoyment of the Roxborough Village Homeowners.

#### **Weed Control Mission Statement**

- Work cooperatively to prevent the invasion and manage the spread of noxious weeds in order to conserve and restore the native biological diversity of the open space properties.

#### **Weed Management Goals**

1. Prevent the introduction of noxious weeds not already present in the Open Space.
2. Eradicate noxious weeds which are not well established in the Open Space.
3. Contain the spread of noxious weeds which are so well established that they cannot be easily and quickly eradicated.
4. Implement appropriate weed management actions within weed containment areas.
5. Restore Open Space that has become infested with weeds.
6. Coordinate weed management actions to maximize effectiveness and minimize economic and environmental costs of weed control.
7. Inform homeowners and adjacent landowners within the Roxborough Village about noxious weeds and provide support for their weed management and restoration efforts.



**RESOLUTION 2019-03-03**  
**OF THE BOARD OF DIRECTORS OF**  
**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT**  
**DOUGLAS COUNTY, COLORADO**

**A RESOLUTION APPROVING SERVICES AGREEMENT**  
**WITH AQUA SIERRA, INC. FOR 2019 WATER QUALITY MONITORING AND FISH**  
**STOCKING PROGRAMS**

The Roxborough Village Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"), has received a proposed **WATER QUALITY MONITORING AND FISH STOCKING PROGRAM** from Aqua Sierra, 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 March, 2019, by a vote of \_\_\_\_ for and \_\_\_\_ against.

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

By: \_\_\_\_\_  
Calvin Brown, President

ATTEST:

By: \_\_\_\_\_  
Ronald Bendall, Secretary

SCHEDULE A

Services Agreement with Aqua Sierra, Inc.

**SERVICES AGREEMENT**

**THIS SERVICES AGREEMENT** (this "Agreement"), is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between **ROXBOROUGH VILLAGE METROPOLITAN DISTRICT**, a quasi- municipal corporation and political subdivision of the State of Colorado, whose address is c/o CliftonLarsonAllen LLP, 8390 East Crescent Parkway, Suite 300, Greenwood Village, Colorado 80111-4814 (the "District"), and **AQUA SIERRA, INC.**, a Colorado corporation, whose address is 9094 US Highway 285, Morrison, Colorado 80465-2418 (the "Contractor").

**DISTRICT'S REPRESENTATIVE.** The 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: (303) 697-5486  
Fax Number: (303) 697-5069  
Email address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_

**IT IS HEREBY AGREED AS FOLLOWS:**

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

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

**CONTRACT PRICE.** Subject to the provisions of the Terms and Conditions, District agrees to pay, and Contractor agrees to accept as full compensation for performing the Work, a sum not to exceed \$4,130.00 for Water Quality Monitoring Program and \$3,340.00 for Fish Stocking Program, for a total of \$7,470.00 (the "Contract Price").

**DISTRICT:**

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

**CONTRACTOR:**

**AQUA SIERRA, INC.**,  
a Colorado corporation

By: \_\_\_\_\_  
Calvin Brown, President

By: \_\_\_\_\_, 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**  
**Service Proposal for 2019**  
**Water Monitoring Program and**  
**Fish Stocking Program**



## Service Proposal

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

**Proposal #** 1371  
**Date** 02/22/2019  
**Expiration Date** 03/22/2019  
**Project** RVMD Ponds

Select Desired Services	Units	Rate	Amount
_____ Water Quality Monitoring Program - Spring and Fall Water Quality Collection *includes mobilization fees - Gold Package Water Analysis (8) *Park Pond, Irrigation Pond #1, Irrigation Pond #2, and Seven Acre Lake - Year End Report with Management Recommendations	1	4,130.00	4,130.00
_____ Fish Stocking Program - 8-10" Triploid Grass Carp *Seven Acre (100) *Park Pond - (40) *Irrigation Pond #2 (85) - Delivery and Tempering Fee Included	1	3,340.00	3,340.00

<b>Subtotal</b>	
Tax	
<b>Total</b>	<b>\$7,470.00</b>

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 \_\_\_\_\_

## Suazo, Kathy

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**From:** Jones, Anna  
**Sent:** Sunday, March 10, 2019 10:05 AM  
**To:** Shannon, Patrick; Suazo, Kathy  
**Subject:** FW: [External] Re: RVMD Erosion on Little Willow Creek

FYI – Kathy, for agenda discussion item under engineering

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**From:** Steve Sherman <sandasherman@msn.com>  
**Sent:** Saturday, March 9, 2019 9:14 AM  
**To:** Scott Barnett <scott@mulhernmre.com>; Katie James <james@ffcolorado.com>; Jones, Anna <Anna.Jones@claconnect.com>  
**Subject:** [External] Re: RVMD Erosion on Little Willow Creek

Hi Scott and all,

The RVMD accepted that Denver Water didn't want to bother with an Agreement because we could "trust them" to fix their impacts. This bank failure is an obvious impact due to their activities and this guy's weak defense is annoying. Over the 18+ years of observing this drainage, there have been slow and small iterations of bank erosion in this area, yes, but it has been stable, as evidenced by the worn trails and the bridge that someone built. Now a gorge has formed and the bridge is in the water due to a very large bank failure that is obviously due to Denver Water's large and unceasing amount of water. To suggest that we need to produce "before and after" photos is betraying the agreement, and if he didn't go through this documentation effort then he has to trust that we know our RVMD open space drainage far better than he does. Storm events, which he attempts to point to as the culprit with absolutely no evidence, are quick peaks that are well absorbed by our drainage area. This constant Denver Water flow over-saturated this bank and caused the erosion. We are reasonable people and can talk about fair solutions, such as laying the bank back or riprap, but Denver Water needs to accept their responsibility. If this guy can't understand then we need to talk to his supervisor. And invite them to a meeting and have it as the last item on the agenda 😊

Steve

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**From:** Scott Barnett <[scott@mulhernmre.com](mailto:scott@mulhernmre.com)>  
**Sent:** Thursday, March 7, 2019 5:38 PM  
**To:** Steve Sherman; Katie James; Jones, Anna  
**Subject:** FW: RVMD Erosion on Little Willow Creek

Steve,

I have about hit the end of the road with the Denver water rep related to the recently scoured out erosion area that you and I, along with Bill Barr discovered a couple weeks ago on our walk near Haley's Ln outfall into Little Willow Creek. Please review the email chain below. I really do not have a lot of ammunition to take this any further unless you or anyone else might have pictures dating back a few months ago or farther showing the pre-Denver water reservoir release. Let me know if you have any ideas.

Scott Barnett P.E.  
[scott@mulhernmre.com](mailto:scott@mulhernmre.com)  
 188 Inverness Drive West, Suite 150  
 Englewood, CO 80112  
 303-649-9857 office  
 303-263-3699 mobile

-----Original Message-----

From: Scott Barnett  
 Sent: Thursday, March 07, 2019 4:07 PM  
 To: Balley, Brett W. <[Brett.Balley@denverwater.org](mailto:Brett.Balley@denverwater.org)>  
 Cc: Slankard, Jeffery D. <[Jeff.Slankard@denverwater.org](mailto:Jeff.Slankard@denverwater.org)>  
 Subject: RE: RVMD Erosion on Little Willow Creek

It is not an HOA issue. I will discuss with the District Board, who may have pictures.

The alive grass growing on top of the eroded material is the telltale sign that it was just recently up above it on top of the bank where the rest of the grass exists. I will get back to you.

Scott Barnett P.E.  
[scott@mulhernmre.com](mailto:scott@mulhernmre.com)  
 188 Inverness Drive West, Suite 150  
 Englewood, CO 80112  
 303-649-9857 office  
 303-263-3699 mobile

-----Original Message-----

From: Balley, Brett W. [<mailto:Brett.Balley@denverwater.org>]  
 Sent: Thursday, March 07, 2019 12:08 PM  
 To: Scott Barnett <[scott@mulhernmre.com](mailto:scott@mulhernmre.com)>  
 Cc: Slankard, Jeffery D. <[Jeff.Slankard@denverwater.org](mailto:Jeff.Slankard@denverwater.org)>  
 Subject: RE: RVMD Erosion on Little Willow Creek

No, I never walked the area in question. The erosion in question has been there for some time, and it most certainly wasn't caused by a small 5 cfs event. If you provide pictures of the area before the release, that might help your position.

I'm also willing to meet with you or the HOA if that would help.

Brett Balley P.E. | Engineering | Project Engineer Denver Water | t: (303) 628-6692 | c: (303) 725-5416 INTEGRITY | VISION | PASSION | EXCELLENCE | RESPECT

-----Original Message-----

From: Scott Barnett <[scott@mulhernmre.com](mailto:scott@mulhernmre.com)>  
 Sent: Thursday, March 7, 2019 11:05 AM  
 To: Balley, Brett W. <[Brett.Balley@denverwater.org](mailto:Brett.Balley@denverwater.org)>  
 Cc: Slankard, Jeffery D. <[Jeff.Slankard@denverwater.org](mailto:Jeff.Slankard@denverwater.org)>  
 Subject: RE: RVMD Erosion on Little Willow Creek

I thought you walked it before. I did not take pictures. If you saw the scour then, you would have pointed it out. It is

obvious that it is from current time window.

I will ask Board members (obviously community members who are in the area daily) if they have any pictures for support, but I do not think this will deter our request.

Scott Barnett P.E.

[scott@mulhernmre.com](mailto:scott@mulhernmre.com)

188 Inverness Drive West, Suite 150

Englewood, CO 80112

303-649-9857 office

303-263-3699 mobile

-----Original Message-----

From: Balley, Brett W. [<mailto:Brett.Balley@denverwater.org>]

Sent: Thursday, March 07, 2019 10:55 AM

To: Scott Barnett <[scott@mulhernmre.com](mailto:scott@mulhernmre.com)>

Cc: Slankard, Jeffery D. <[Jeff.Slankard@denverwater.org](mailto:Jeff.Slankard@denverwater.org)>

Subject: RE: RVMD Erosion on Little Willow Creek

Please forward pictures of this area before we released 5 cfs last fall. Thanks!

Brett Balley P.E. | Engineering | Project Engineer Denver Water | t: (303) 628-6692 | c: (303) 725-5416 INTEGRITY | VISION | PASSION | EXCELLENCE | RESPECT

-----Original Message-----

From: Scott Barnett <[scott@mulhernmre.com](mailto:scott@mulhernmre.com)>

Sent: Thursday, March 7, 2019 10:48 AM

To: Balley, Brett W. <[Brett.Balley@denverwater.org](mailto:Brett.Balley@denverwater.org)>

Cc: Slankard, Jeffery D. <[Jeff.Slankard@denverwater.org](mailto:Jeff.Slankard@denverwater.org)>

Subject: RE: RVMD Erosion on Little Willow Creek

Completely disagree Brett. The vegetation at the bottom of the channel WAS on top of the channel. The 6 CFS that was originally coming out would have been a lower flow height, I agree, but the flow undercut the vegetation that then sloughed off into the channel. That is apparent by the wooden bridge that was actually across the channel before your flows began, and now at the bottom of the channel afterwards. There have not been any large events out there in several years that have even been to the same minor degree that the DW flows were/are. We believe this scoured area should be stabilized by DW in the Spring with some riprap or other suitable repair.

Scott Barnett P.E.

[scott@mulhernmre.com](mailto:scott@mulhernmre.com)

188 Inverness Drive West, Suite 150

Englewood, CO 80112

303-649-9857 office

303-263-3699 mobile

-----Original Message-----

From: Balley, Brett W. [<mailto:Brett.Balley@denverwater.org>]

Sent: Thursday, March 07, 2019 10:29 AM

To: Scott Barnett <[scott@mulhernmre.com](mailto:scott@mulhernmre.com)>

Cc: Slankard, Jeffery D. <[Jeff.Slankard@denverwater.org](mailto:Jeff.Slankard@denverwater.org)>  
 Subject: RE: RVMD Erosion on Little Willow Creek

Scott - We completed our walk this morning. Started near the tennis courts and walked downstream towards the retention pond. Did not find any suspect erosion in the steep upper reaches of the creek (high velocities) where erosion potential is the greatest. Only evidence of erosion was in the area you pointed out, and that erosion was caused by a much larger event. The banks are approximately 4 feet high with no vegetation on the sides of the banks. However, the vegetation in the bottom of the channel remains intact and looks undamaged. A 5 cfs event will only increase the depth of water a few inches at this spot in the channel. No way it created the scour 4 feet up on the bank. Even a small storm event, such as a 5 year storm, has an estimated flow of 325 cfs which is several orders of magnitude higher than the 5 cfs released last fall. Erosion along the 4 foot unprotected bank, was most definitely caused by a storm event greater than 5 cfs.

Let me know if you have any other questions or concerns.

Brett

Brett Balley P.E. | Engineering | Project Engineer Denver Water | t: (303) 628-6692 | c: (303) 725-5416 INTEGRITY | VISION | PASSION | EXCELLENCE | RESPECT

-----Original Message-----

From: Balley, Brett W.  
 Sent: Tuesday, March 5, 2019 12:49 PM  
 To: 'Scott Barnett' <[scott@mulhernmre.com](mailto:scott@mulhernmre.com)>  
 Cc: Slankard, Jeffery D. <[Jeff.Slankard@denverwater.org](mailto:Jeff.Slankard@denverwater.org)>  
 Subject: FW: RVMD Erosion on Little Willow Creek

Jeff and I will take a look and get back to you.

Brett

Brett Balley P.E. | Engineering | Project Engineer Denver Water | t: (303) 628-6692 | c: (303) 725-5416 INTEGRITY | VISION | PASSION | EXCELLENCE | RESPECT

-----Original Message-----

From: Scott Barnett <[scott@mulhernmre.com](mailto:scott@mulhernmre.com)>  
 Sent: Tuesday, March 5, 2019 12:45 PM  
 To: Balley, Brett W. <[Brett.Balley@denverwater.org](mailto:Brett.Balley@denverwater.org)>  
 Subject: RVMD Erosion on Little Willow Creek

Brett,  
 Here is the area we discovered the erosion. I have not walked the entire Willow Creek length, but this is where we did see it. Maybe a more thorough look along this stretch might be good.  
 Thanks  
 Scott

**Suazo, Kathy**

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**From:** Jones, Anna  
**Sent:** Thursday, March 14, 2019 4:33 PM  
**To:** Suazo, Kathy  
**Cc:** scott (scott@mulhernmre.com); Katie James; Shannon, Patrick  
**Subject:** FW: [External] XCEL Energy New Gas Installation

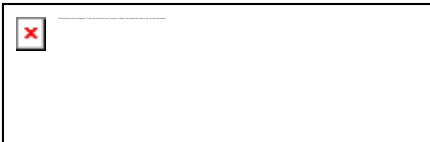
Hi Kathy –  
Please see below as an addition to next week's agenda.  
Thx!

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**From:** Scott Barnett <scott@mulhernmre.com>  
**Sent:** Thursday, March 14, 2019 4:19 PM  
**To:** Jones, Anna <Anna.Jones@claconnect.com>; Katie James <james@ffcolorado.com>  
**Subject:** [External] XCEL Energy New Gas Installation

Katie,  
I have been approached by the designer from XCEL on a new gas main that is to be installed in Roxborough. They need to install a new main and update some appurtenances in the area to upgrade the service in RVMD as well as accommodate future supply to Sterling Ranch. They are looking for a temporary easement during construction as well as a permanent easement for some new piping to be installed on a property owned by RVMD. They have provided me exhibits and legal descriptions of the areas that they need. In order to create the easement documents RVMD will need to either review some proposed front end language that they provide, or provide a template that RVMD has already used previously. My past experience tells me that it would take less of your time to provide a template from other work we have done in RVMD. Do you have anything readily available to go with the legal descriptions?

Also Anna, this may be an important item to discuss at the meeting next week on the Engineering agenda.



Scott Barnett P.E.  
[scott@mulhernmre.com](mailto:scott@mulhernmre.com)  
188 Inverness Drive West, Suite 150  
Englewood, CO 80112  
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303-263-3699 mobile