

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT**  
**SPECIAL BOARD MEETING AGENDA**  
**VIA CONFERENCE CALL**

**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 24, 2020 (Tuesday)**  
**Time:**        **6:00 p.m.**  
**Place:**        **CliftonLarsonAllen LLP**  
                      **8390 E. Crescent Parkway, Suite 300**  
                      **Greenwood Village, CO 80111**  
                      **Call 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** (5 MINUTES)  
*(Note: All items listed under the Consent Agenda are considered to be routine and will be enacted by one motion and vote. There will be no separate discussion of these items unless a Board member or a member of the audience so requests.)*

- A. Consider Approval of the February 18, 2020 Regular Meeting Minutes (enclosed)
- B. Review and Accept the March 16, 2020 Cash Position and Property Tax Schedule (enclosed)

**DISCUSSION AGENDA**

5. ACTION ITEMS (10 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. Board Vacancy
6. DIRECTOR ITEMS (5 MINUTES)
- A. Fall Festival Updates
    - 1. Fireworks and DJ Status
  - B. Town Hall Recap
    - 1. Next Steps - Frequency
  - C. Other
7. MANAGER MATTERS (40 MINUTES)
- A. Discuss Master Plan Next Steps (enclosed)
  - B. Discuss and Approve Rec Center Site Feasibility Study Phases 1 & 2 (enclosed)
    - 1. Review Initial Site Analysis and Recommendations; Review and Consider Approval of Resolution 2020-03-01, Resolution Approving Services Agreement with Evolution Builders (enclosed)
  - C. Discuss Spillway Design Next Steps
  - D. Community Programming Ideas Update and Discussion
  - E. Discuss Special Meeting re Feasibility Study and Spillway Design
  - F. LCS task orders
  - G. Other
8. LEGAL MATTERS (10 MINUTES)
- A. Election-related items
  - B. Update on Funding for Annual Easter Egg Hunt
  - C. Update on Possible Encroachments
  - D. 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
  - E. Review and Consider Approval of Resolution 2020-03-02, Resolution Approving Services Agreement with Game-Set-Match, Inc. (enclosed)
  - F. Review and Consider Approval of Resolution 2020-03-03, Resolution Approving Services Agreement with Ark Ecological Services, LLC (enclosed)
  - G. Review and Consider Approval of Resolution 2020-03-04, Resolution Approving Services Agreement with Patriot Pest Control (enclosed)
  - H. Status of GMR Contract
  - I. Other
9. ENGINEERING MATTERS (10 MINUTES)
- A. Embankment Stabilization/Wetlands Planting
  - B. Aqua Sierra – Fish Stocking/Other Follow-up Items
  - C. Discussion Regarding Leaking 6 Inch Mail Line Valve (enclosed)
  - D. Irrigation Plan Updates

Roxborough Village Metropolitan District

Agenda – March 24, 2020

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10. LANDSCAPE MAINTENANCE (10 MINUTES)

- A. Metco Landscape Report – Bill Barr (enclosed)
- B. Review and Consider Approval of Proposals
  - 1. Annual Flower Installation Spring 2020 - \$5,482 (enclosed)
- C. Bailey Tree Updates
- D. Other

11. OTHER BUSINESS (5 MINUTES)

- A. Confirm Quorum for April 21, 2020 Regular Meeting at the Library

12. ADJOURNMENT

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

**JANUARY**

S	M	T	W	T	F	S
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**FEBRUARY**

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**MARCH**

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**APRIL**

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**MAY**

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**JUNE**

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**JULY**

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**AUGUST**

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**SEPTEMBER**

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**OCTOBER**

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**NOVEMBER**

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**DECEMBER**

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RECORD OF PROCEEDINGS

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

HELD

Tuesday, February 18, 2020

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 18, 2020 at 6:00 p.m., at the West Metro Fire Station, 6220 N. Roxborough Park Road, Littleton, Colorado 80125. The meeting was open to the public.

**ATTENDANCE**

In Attendance were Directors:

Calvin Brown  
Debra Prysby (arrived at 6:11 p.m.)  
Steve Sherman  
Ron Bendall (arrived at 6:22 p.m.)

Also in Attendance were:

Katie James, Esq.; Folkestad Fazekas Barrick & Patoile, P.C.  
Scott Barnett; Mulhern MRE Inc.  
Bill Barr; Metco Landscaping  
George Biedenstein, Steven Bailey and Robert Bailey: Bailey Tree  
Anna Jones and Andrew Williams; CliftonLarsonAllen LLP  
Tara Ham; 7565 Brown Bear Way  
LaJean Getto; Halleys Drive  
Phoebe Nason; Willow Broom Trail

**CALL TO ORDER**

The meeting was called to order at 6:12 p.m. by Director Brown.

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

Director Brown declared a quorum was present, all directors are qualified. The absence of Director Wager was excused.

**APPROVE AGENDA**

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

## RECORD OF PROCEEDINGS

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### PUBLIC COMMENT and/or GUESTS

LaJean Getto and Phoebe Nason of Remax presented their idea of hosting Food Truck Fridays each month from May through September from 5:30 p.m. to 6:30 p.m. Proceeds would go to a local charity.

Ms. James will research past vendor food truck agreements and amend any necessary use permits for this proposed activity..

### CONSENT AGENDA

A. Consider Approval of the January 21, 2020 Regular Meeting Minutes

B. Review and Accept the December 31, 2019 Financial Statements, February 13, 2020 Cash Position and Property Tax Schedule

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

### DISCUSSION AGENDA ACTION ITEMS

A. Hydrosource Discussion re Community Park Distribution Systems Report and Feasibility – John Keesen

Mr. Barnett introduced Mr. Keesen. Mr. Keesen discussed the inconsistencies in the District's equipment and the need for uniform equipment that works together seamlessly. He measured the water pressure at varying locations throughout the District's parks and noted wide ranging psi readings at different locations. The Board noted the importance of the master plan timing and coordination with the improvements in the irrigation system.

Mr. Keesen will continue to work with Mr. Barnett on phasing, scope of work and coordination with the master planning process. Mr. Keesen will prepare a report for the next Board meeting outlining next steps, including: existing conditions, proposed phasing, drone footage, pricing and recommendations to move the process forward.

B. 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. Discussion ensued regarding the Ark Ecological invoice. The Board requested that more details be brought to the next meeting on the Ark Ecological

## RECORD OF PROCEEDINGS

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work specifically details about when and how many Russian Olive Trees were removed.

After discussion, upon a motion duly made by Director Prysby, seconded by Director Bendall, and upon vote unanimously carried, the Board approved current claims (excluding the Ark Ecological invoice until more information is provided), approved the transfer of funds, ratified payment of autopay claims, and ratified approval of previous claims.

C. Approve Metco Proposal for Sod Replacement for 7448 Pintail Dr.

Mr. Barr presented options to replace the sod, and the Board elected to seed the barren area. After review, upon a motion duly made by Director Prysby, seconded by Director Sherman, and upon vote unanimously carried, the Board approved the Proposal of a not to exceed amount of \$500.

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

Bailey Tree and Metco discussed their proposals and answered the Board's questions regarding the different approaches. After discussion, it was determined Bailey would address mitigating damaged trees, map the condition, size and location, begin planting 20 trees (10 trees to replace those that were planted and died in 2019 and 10 approved for planting in 2020), not treat the currently healthy ash trees, and coordinate with Bill Barr on the planting locations. By removing the proposed ash treatment and adding an inventory of all the ash trees at no cost, the proposal total was reduced to \$48,310.00 Upon a motion duly made by Director Bendall, seconded by Director Sherman, and upon vote unanimously carried, the Board approved the Bailey Tree proposal.

### DIRECTOR ITEMS

A. Fall Festival

Director Brown provided an update about the Fall Festival. The event is currently on schedule for September 12<sup>th</sup>.

B. Update on Town Hall

Director Sherman will follow up with the governmental entities on the status of their attendance at the meeting and provide

## RECORD OF PROCEEDINGS

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updated information and confirmation to the Management Team. The Management team will then update the flyer and distribute to HOAs. Director Sherman will share the updated information via social media. One of the Board Members will moderate the event.

C. Other

None.

### MANAGER MATTERS

A. Discuss Master Plan Next Steps

Ms. Jones discussed the planned timing and next steps with the Board.

B. Review Timeline for Spillway Design and Rec Center Site Feasibility

Ms. Jones reviewed the timeline with the Board.

C. Review and Approve Rec Center Scope

Ms. Jones distributed the proposal provided by Evolution Builders and the YMCA for the Rec Center Feasibility study. After discussion, upon motion duly made by Director Prysby, seconded by Director Bendall, and upon vote unanimously carried, the Board approved the Rec Center Feasibility scope of services/Phase I as proposed by Evolution Builders..

D. Discuss Newsletter

Mr. Williams distributed the updated Newsletter and discussed with the Board. Directors Sherman and Prysby had questions and requested their edits be incorporated into the text, indicating they would submit the changes via email.

E. Plumbing Update

Ms. Jones discussed the park restroom plumbing issues and the ongoing maintenance issues they have posed over the last few summers. She presented a proposal for equipment replacement and installation in the men's bathroom. Also outlined was a revised proposal for a new water fountain. The price of the repairs for the men's bathroom and water fountain replacement was quoted at \$18,100. After discussion, upon a motion duly made by Director Prysby, seconded by Director Sherman, and upon vote unanimously carried, the Board approved Option A for the water



## RECORD OF PROCEEDINGS

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fountain and the replacement of the men's bathroom toilets for \$18,100.

F. Farmer's Market Update

Mr. Williams updated the Board noting that there has been trouble finding vendors that are able to serve the Roxborough Area. Mr. Williams will continue to look for vendors and continue to research alternatives if vendors are not available.

G. Review and Consider Proposal from Patriot Pest Control for Mosquito Control Services in the Amount of \$2,000 per Month for Six Months

Ms. Jones reviewed the proposal with the Board. After discussion, upon a motion duly made by Director Prysby, seconded by Director Sherman, and upon vote unanimously carried, the Board approved the proposal from Patriot Pest Control for mosquito control services for \$2,000 per month for six months.

H. Other

None.

### LEGAL MATTERS

A. Update on Funding for Annual Easter Egg Hunt

Ms. James reviewed the funding request with the Board. After discussion, the Board determined to table the decision until the information requested regarding the budget for the event is provided. Upon a motion duly made by Director Brown, seconded by Director such decision to table was made.

B. Update on Possible Encroachments

Ms. James provided an update on the fence encroachment at 7573 Jared Way, Littleton, Colorado 80125 and suggested that the District get an official engineer's survey in order to have a clearer picture of the boundaries of the residents and Districts boundaries. Ms. James and Mr. Barnett will work together on a cost estimate for the survey. Ms. James will send a follow up letter.

RECORD OF PROCEEDINGS

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

No action was taken.

D. Election-related Items

Ms. James provided an overview of the status of the District election. Two self-nomination forms have been submitted and a third has been requested. The deadline to accept self-nomination forms is February 28.

Ms. James also asked the Board to reconsider the election type and a polling place location as such elections are less expensive than a mail ballot election. After discussion, upon a motion duly made by Director Prysby, seconded by Director Sherman, and upon vote unanimously carried, the Board approved the election to be a polling place election to be held at the primary school, pending its availability.

E. Review and Consider Approval of 2020 Livable Cities Studio Services Agreement

Ms. James reviewed the previously discussed agreement with the Board. After discussion, upon a motion duly made by Director Sherman, seconded by Director Bendall, and upon vote unanimously carried, the Board approved the 2020 Livable Cities Studio Services Agreement.

F. Status of GMR Contract

Ms. James reviewed the status of the GMR contract with the Board. Ms. James will communicate with Ms. Lorenz to see if GMR will commit as planned to finish the project. If Ms. James does not receive a response by the March Board meeting, the District will take over the project and bring it to completion.

## G. Other

None.

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**ENGINEERING MATTERS**

A. Embankment Stabilization/Wetlands Planting

Mr. Barnett reviewed the project and discussed the project strategies that came out of a meeting with Western States Reclamation. Mr. Barnett will explore the topic more and return to the Board with an update at the March Board meeting.

B. Aqua Sierra – Fish Stocking/Other Follow-up Items

Mr. Barnett reviewed with the Board. After discussion, upon a motion duly made by Director Prysby, seconded by Director Bendall, and upon vote unanimously carried, the Board approved \$4,130 for water quality treatment and monitoring, foregoing the bio treatments. It is expected that the spillway design and engineering will affect the District's ponds and therefore should be evaluated after the project is completed.

**LANDSCAPE  
MAINTENANCE**

A. Metco Landscape Report

Mr. Barr reviewed the current status of landscaping work in the District.

B. Review and Consider Approval of Proposals:

1. Updated proposal to install drain at Marmot Ridge Park - \$8,255

Mr. Barr presented the schematic for the channel drain. After review and discussion, upon a motion duly made by Director Sherman, seconded by Director Prysby, and upon vote unanimously carried, the Board approved the proposal to install the drain at Marmot Ridge Park in the amount of \$8,255.

C. Other

None.

**OTHER BUSINESS**

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

After discussion, upon a motion duly made by Director Prysby, seconded by Director Sherman, and upon vote unanimously carried, the Board cancelled the March 17, 2020 Regular meeting

RECORD OF PROCEEDINGS

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and scheduled a Special meeting on March 24, 2020. The location will need to be determined based on availability.

**ADJOURNMENT**

Upon a motion duly made by Director Prysby, the Board adjourned the meeting at 9:00 p.m.

Respectfully submitted,

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

Attest:

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

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT**  
**Schedule of Cash Position**  
**December 31, 2019**  
**Updated as of March 16, 2020**

	<u>General Fund</u>	<u>Debt Service Fund</u>	<u>Capital Projects Fund</u>	<u>Total</u>
<b><u>FirstBank - Checking Account</u></b>				
Balance as of 12/31/19	\$ 61,303.25	\$ -	\$ -	\$ 61,303.25
Subsequent activities:				
01/16/20 - December Roxborough Water	(1,225.73)	-	-	(1,225.73)
01/21/20 - Checks #1361-1367	(48,297.32)	-	(26,626.33)	(74,923.65)
01/23/20 - December IREA	(864.77)	-	-	(864.77)
01/28/20 - December Xcel Energy	(19.13)	-	-	(19.13)
01/30/20 - Colorado Special Districts & Liability Insurance 2020	(9,383.00)	-	-	(9,383.00)
01/30/20 - Transfer from ColoTrust	46,000.00	-	23,000.00	69,000.00
02/14/20 - Transfer from ColoTrust	92,494.33	-	18,505.67	111,000.00
02/18/20 - Checks # 1368-1379	(90,936.89)	-	(14,879.34)	(105,816.23)
02/24/20- January IREA Payment	(896.97)	-	-	(896.97)
02/24/20 - January Roxborough Water Payment	(1,225.73)	-	-	(1,225.73)
02/27/20 - Check # 1380	(1,685.45)	-	-	(1,685.45)
03/09/20 - Check # 1381	(68.00)	-	-	(68.00)
<i>Anticipated payables</i>	(75,288.36)	-	(14,261.50)	(89,549.86)
<i>Anticipated ADP payroll/taxes - Jan , Feb, March</i>	(1,614.75)	-	-	(1,614.75)
<i>Anticipated Xcel payment - Jan, Feb bills</i>	(38.60)	-	-	(38.60)
<i>Anticipated IREA payment - Feb bills</i>	(843.34)	-	-	(843.34)
<i>Anticipated Roxborough Water payment - Feb bills</i>	(1,225.73)	-	-	(1,225.73)
<i>Anticipated transfer from Colotrust</i>	84,000.00	-	15,000.00	99,000.00
<i>Anticipated Balance</i>	<u>50,183.81</u>	<u>-</u>	<u>738.50</u>	<u>50,922.31</u>
<b><u>Colotrust - Plus</u></b>				
Balance as of 12/31/19	650,676.59	1,161,870.97	1,625,226.78	3,437,774.34
Subsequent activities:				
01/10/20 - Property/SO Taxes - Dec	29,153.64	-	-	29,153.64
01/30/20 - Transfer to FirstBank	(46,000.00)	-	(23,000.00)	(69,000.00)
01/31/20 - Interest Income	1,624.81	3,791.23	-	5,416.04
02/10/20 - Property/SO Taxes- Jan	34,783.92	16,633.30	-	51,417.22
02/14/20 - Transfer to FirstBank	(92,494.33)	-	(18,505.67)	(111,000.00)
02/29/20 - Interest Income	1,415.12	3,301.95	-	4,717.07
<i>Anticipated PTAX- FEB</i>	422,835.32	347,779.49	-	770,614.81
<i>Anticipated transfer to checking</i>	(84,000.00)	-	(15,000.00)	(99,000.00)
<i>Anticipated Balance</i>	<u>917,995.08</u>	<u>1,533,376.93</u>	<u>1,568,721.11</u>	<u>4,020,093.12</u>
<b><u>UMB - 1993 A &amp; B Bond Fund</u></b>				
Balance as of 12/31/19	-	1,192,290.94	-	1,192,290.94
Subsequent activities:				
01/31/20 - Interest Income	-	1,623.77	-	1,623.77
02/29/20 - Interest Income	-	981.40	-	981.40
<i>Anticipated Balance</i>	<u>-</u>	<u>1,194,896.11</u>	<u>-</u>	<u>1,194,896.11</u>
<b><i>Anticipated Balances</i></b>	<b><u>\$ 968,178.89</u></b>	<b><u>\$ 2,728,273.04</u></b>	<b><u>\$ 1,569,459.61</u></b>	<b><u>\$ 5,265,911.54</u></b>

**Yield information (as of 02/29/20):**

First Bank - 0.0%

Colotrust Plus - 1.76%

**ROXBOROUGH VILLAGE METRO DISTRICT**  
**Property Taxes Reconciliation**  
**2020**

	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	\$ 36,897.20	\$ -	\$ 15,073.46	\$ -	\$ (553.44)	\$ 51,417.22	2.04%	2.04%	\$ 107,497.35	2.53%	2.53%
February	771,470.09	-	10,716.77	-	(11,572.05)	770,614.81	42.57%	44.61%	1,366,897.70	42.52%	45.05%
March	-	-	-	-	-	-	0.00%	44.61%	138,944.83	3.52%	48.57%
April	-	-	-	-	-	-	0.00%	44.61%	242,363.71	6.87%	55.44%
May	-	-	-	-	-	-	0.00%	44.61%	319,919.86	9.23%	64.67%
June	-	-	-	-	-	-	0.00%	44.61%	1,092,289.73	33.79%	98.46%
July	-	-	-	-	-	-	0.00%	44.61%	60,808.27	0.96%	99.42%
August	-	-	-	-	-	-	0.00%	44.61%	40,946.33	0.35%	99.78%
September	-	-	-	-	-	-	0.00%	44.61%	31,451.65	0.05%	99.83%
October	-	-	-	-	-	-	0.00%	44.61%	18,662.53	-0.26%	99.57%
November	-	-	-	-	-	-	0.00%	44.61%	26,396.63	-0.06%	99.51%
December	-	-	-	-	-	-	0.00%	44.61%	32,171.88	0.00%	99.51%
<b>\$</b>	<b>808,367.29</b>	<b>\$ -</b>	<b>\$ 25,790.23</b>	<b>\$ -</b>	<b>\$ (12,125.49)</b>	<b>\$ 822,032.03</b>	<b>44.61%</b>	<b>44.61%</b>	<b>\$ 3,478,350.47</b>	<b>99.51%</b>	<b>99.51%</b>

Taxes Levied	% of Levied	Property Taxes Collected	% Collected to Amount Levied
\$ 982,751	54.23%	\$ 438,405.08	44.61%
829,326	45.77%	369,962.21	44.61%
<b>\$ 1,812,077</b>	<b>100.00%</b>	<b>\$ 808,367.29</b>	<b>44.61%</b>

Chatfield Farms
\$ 261,722.00
-
<b>\$ 261,722.00</b>

**Property Tax**

General Fund  
 Debt Service Fund

**Specific Ownership Tax**

General Fund  
 Debt Service Fund

**Treasurer's Fees**

General Fund  
 Debt Service Fund

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

15

All Dates

GL Account	Description	Gross Open Amount	Discount Available	Net Open Amount	Cash Required
<b>CLA CliftonLarsonAllen, LLP</b>					
Reference:	2372583	Date:	01/31/20	Discount exp date:	
GL AP account:	102500	Due date:	01/31/20	Payment term:	
107440	District management - CliftonLarsonAllen, LLP	<u>14,828.71</u>			
	Totals	14,828.71	0.00	14,828.71	14,828.71
Reference:	2372583	Date:	01/31/20	Discount exp date:	
GL AP account:	302500	Due date:	01/31/20	Payment term:	
307440	District management - CliftonLarsonAllen, LLP	<u>4,743.50</u>			
	Totals	4,743.50	0.00	4,743.50	4,743.50
Reference:	2399539	Date:	02/29/20	Discount exp date:	
GL AP account:	102500	Due date:	02/29/20	Payment term:	
107440	District management - CliftonLarsonAllen, LLP	<u>14,485.47</u>			
	Totals	14,485.47	0.00	14,485.47	14,485.47
Reference:	2399539	Date:	02/29/20	Discount exp date:	
GL AP account:	302500	Due date:	02/29/20	Payment term:	
307440	District management - CliftonLarsonAllen, LLP	<u>3,168.00</u>			
	Totals	3,168.00	0.00	3,168.00	3,168.00
	<b>Totals for CliftonLarsonAllen, LLP</b>	<u>37,225.68</u>	<u>0.00</u>	<u>37,225.68</u>	<u>37,225.68</u>
<b>CNASURETY CNA Surety</b>					
Reference:	68996341	Date:	02/29/20	Discount exp date:	
GL AP account:	102500	Due date:	02/29/20	Payment term:	
107360	Insurance and bonds - CNA Surety	<u>170.00</u>			
	Totals	170.00	0.00	170.00	170.00
	<b>Totals for CNA Surety</b>	<u>170.00</u>	<u>0.00</u>	<u>170.00</u>	<u>170.00</u>
<b>FOLKESTAD Folkestad Fazekas Barrick &amp; Patoile</b>					
Reference:	33096	Date:	02/29/20	Discount exp date:	
GL AP account:	102500	Due date:	02/29/20	Payment term:	
107460	Legal services - Folkestad Fazekas Barrick & Patoile	<u>4,442.72</u>			
	Totals	4,442.72	0.00	4,442.72	4,442.72
Reference:	33097	Date:	02/29/20	Discount exp date:	
GL AP account:	102500	Due date:	02/29/20	Payment term:	
107581	Election expense - Folkestad Fazekas Barrick & Patoile	<u>2,095.00</u>			
	Totals	2,095.00	0.00	2,095.00	2,095.00
	<b>Totals for Folkestad Fazekas Barrick &amp; Patoile</b>	<u>6,537.72</u>	<u>0.00</u>	<u>6,537.72</u>	<u>6,537.72</u>
<b>FOOTHILLS Foothills Park &amp; Recreation District</b>					
Reference:	SALES00000033275	Date:	02/29/20	Discount exp date:	
GL AP account:	102500	Due date:	02/29/20	Payment term:	
107600	Foothills Park and Recreation fees - Foothills Park & Recreation District	<u>1,766.18</u>			
	Totals	1,766.18	0.00	1,766.18	1,766.18
	<b>Totals for Foothills Park &amp; Recreation District</b>	<u>1,766.18</u>	<u>0.00</u>	<u>1,766.18</u>	<u>1,766.18</u>

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

All Dates

GL Account	Description	Gross Open Amount	Discount Available	Net Open Amount	Cash Required
<b>IREA</b>					
Reference:	85311102	Date:	02/29/20	Discount exp date:	
GL AP account:	102500	Due date:	02/29/20	Payment term:	
107701	Utilities - IREA	504.00			
	Totals	504.00	0.00	504.00	504.00
Reference:	85311000	Date:	02/29/20	Discount exp date:	
GL AP account:	102500	Due date:	02/29/20	Payment term:	
107701	Utilities - IREA	25.18			
	Totals	25.18	0.00	25.18	25.18
Reference:	25968000	Date:	02/29/20	Discount exp date:	
GL AP account:	102500	Due date:	02/29/20	Payment term:	
107701	Utilities - IREA	22.02			
	Totals	22.02	0.00	22.02	22.02
Reference:	85210100	Date:	02/29/20	Discount exp date:	
GL AP account:	102500	Due date:	02/29/20	Payment term:	
107701	Utilities - IREA	132.46			
	Totals	132.46	0.00	132.46	132.46
Reference:	85350300	Date:	02/29/20	Discount exp date:	
GL AP account:	102500	Due date:	02/29/20	Payment term:	
107701	Utilities - IREA	21.00			
	Totals	21.00	0.00	21.00	21.00
Reference:	21419100	Date:	02/29/20	Discount exp date:	
GL AP account:	102500	Due date:	02/29/20	Payment term:	
107701	Utilities - IREA	48.00			
	Totals	48.00	0.00	48.00	48.00
Reference:	23509300	Date:	02/29/20	Discount exp date:	
GL AP account:	102500	Due date:	02/29/20	Payment term:	
107701	Utilities - IREA	18.00			
	Totals	18.00	0.00	18.00	18.00
Reference:	25782000	Date:	02/29/20	Discount exp date:	
GL AP account:	102500	Due date:	02/29/20	Payment term:	
107701	Utilities - IREA	30.00			
	Totals	30.00	0.00	30.00	30.00
Reference:	21367302	Date:	02/29/20	Discount exp date:	
GL AP account:	102500	Due date:	02/29/20	Payment term:	
107701	Utilities - IREA	21.68			
	Totals	21.68	0.00	21.68	21.68
Reference:	26129901	Date:	02/29/20	Discount exp date:	
GL AP account:	102500	Due date:	02/29/20	Payment term:	
107701	Utilities - IREA	21.00			
	Totals	21.00	0.00	21.00	21.00
<b>Totals for IREA</b>		<u>843.34</u>	<u>0.00</u>	<u>843.34</u>	<u>843.34</u>

**LEONARDRICE Leonard Rice Engineers, Inc.**

Reference: 14334 Date: 02/29/20 Discount exp date:  
 GL AP account: 302500 Due date: 02/29/20 Payment term:



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

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All Dates

GL Account	Description	Gross Open Amount	Discount Available	Net Open Amount	Cash Required
307859	Water rights enhancements - Leonard Rice Engineers, Inc.	2,750.00			
	Totals	2,750.00	0.00	2,750.00	2,750.00
	<b>Totals for Leonard Rice Engineers, Inc.</b>	<u>2,750.00</u>	<u>0.00</u>	<u>2,750.00</u>	<u>2,750.00</u>
<b>LIGHTINGMOB</b>	<b>Lighting Mobile, Inc.</b>				
Reference:	2795	Date:	02/29/20	Discount exp date:	
GL AP account:	102500	Due date:	02/29/20	Payment term:	
107801	Graffiti removal/ vandalism - Lighting Mobile, Inc.	365.00			
	Totals	365.00	0.00	365.00	365.00
	<b>Totals for Lighting Mobile, Inc.</b>	<u>365.00</u>	<u>0.00</u>	<u>365.00</u>	<u>365.00</u>
<b>LIVABLECITI</b>	<b>Livable Cities Studio, Inc.</b>				
Reference:	1308	Date:	02/29/20	Discount exp date:	
GL AP account:	302500	Due date:	02/29/20	Payment term:	
307862	Master plan - Livable Cities Studio, Inc.	3,600.00			
	Totals	3,600.00	0.00	3,600.00	3,600.00
	<b>Totals for Livable Cities Studio, Inc.</b>	<u>3,600.00</u>	<u>0.00</u>	<u>3,600.00</u>	<u>3,600.00</u>
<b>METCO</b>	<b>METCO LANDSCAPE, INC.</b>				
Reference:	542348	Date:	02/29/20	Discount exp date:	
GL AP account:	102500	Due date:	02/29/20	Payment term:	
107596	Snow removal - METCO LANDSCAPE, INC.	1,680.00			
	Totals	1,680.00	0.00	1,680.00	1,680.00
Reference:	542249	Date:	02/29/20	Discount exp date:	
GL AP account:	102500	Due date:	02/29/20	Payment term:	
107596	Snow removal - METCO LANDSCAPE, INC.	1,920.00			
	Totals	1,920.00	0.00	1,920.00	1,920.00
Reference:	542173	Date:	02/29/20	Discount exp date:	
GL AP account:	102500	Due date:	02/29/20	Payment term:	
107596	Snow removal - METCO LANDSCAPE, INC.	760.00			
	Totals	760.00	0.00	760.00	760.00
Reference:	543720	Date:	02/29/20	Discount exp date:	
GL AP account:	102500	Due date:	02/29/20	Payment term:	
107596	Snow removal - METCO LANDSCAPE, INC.	1,710.00			
	Totals	1,710.00	0.00	1,710.00	1,710.00
Reference:	543721	Date:	02/29/20	Discount exp date:	
GL AP account:	102500	Due date:	02/29/20	Payment term:	
107596	Snow removal - METCO LANDSCAPE, INC.	1,537.50			
	Totals	1,537.50	0.00	1,537.50	1,537.50
Reference:	543717	Date:	02/29/20	Discount exp date:	
GL AP account:	102500	Due date:	02/29/20	Payment term:	
107596	Snow removal - METCO LANDSCAPE, INC.	2,400.00			
	Totals	2,400.00	0.00	2,400.00	2,400.00
Reference:	543718	Date:	02/29/20	Discount exp date:	
GL AP account:	102500	Due date:	02/29/20	Payment term:	

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

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All Dates

GL Account	Description	Gross Open Amount	Discount Available	Net Open Amount	Cash Required
107596	Snow removal - METCO LANDSCAPE, INC.	960.00			
	Totals	960.00	0.00	960.00	960.00
Reference:	543053	Date:	02/29/20	Discount exp date:	
GL AP account:	102500	Due date:	02/29/20	Payment term:	
107596	Snow removal - METCO LANDSCAPE, INC.	1,920.00			
	Totals	1,920.00	0.00	1,920.00	1,920.00
Reference:	543719	Date:	02/29/20	Discount exp date:	
GL AP account:	102500	Due date:	02/29/20	Payment term:	
107596	Snow removal - METCO LANDSCAPE, INC.	1,600.00			
	Totals	1,600.00	0.00	1,600.00	1,600.00
Reference:	544300	Date:	02/29/20	Discount exp date:	
GL AP account:	102500	Due date:	02/29/20	Payment term:	
107582	Repairs and maintenance - METCO LANDSCAPE, INC.	780.00			
	Totals	780.00	0.00	780.00	780.00
Reference:	SM181388	Date:	03/01/20	Discount exp date:	
GL AP account:	102500	Due date:	03/01/20	Payment term:	
107595	Landscape contract - METCO LANDSCAPE, INC.	13,797.00			
	Totals	13,797.00	0.00	13,797.00	13,797.00
<b>Totals for METCO LANDSCAPE, INC.</b>		<u>29,064.50</u>	<u>0.00</u>	<u>29,064.50</u>	<u>29,064.50</u>
<b>MULHERN</b>	<b>Mulhern MRE Inc.</b>				
Reference:	MMRE6413	Date:	01/31/20	Discount exp date:	
GL AP account:	102500	Due date:	01/31/20	Payment term:	
107584	Engineering - Mulhern MRE Inc.	2,741.85			
	Totals	2,741.85	0.00	2,741.85	2,741.85
Reference:	MMRE6414	Date:	01/31/20	Discount exp date:	
GL AP account:	102500	Due date:	01/31/20	Payment term:	
107582	Repairs and maintenance - Mulhern MRE Inc.	408.00			
	Totals	408.00	0.00	408.00	408.00
Reference:	MMRE6421	Date:	02/29/20	Discount exp date:	
GL AP account:	302500	Due date:	02/29/20	Payment term:	
307584	Engineering - Mulhern MRE Inc.	1,360.00			
	Totals	1,360.00	0.00	1,360.00	1,360.00
Reference:	MMRE6422	Date:	02/29/20	Discount exp date:	
GL AP account:	302500	Due date:	02/29/20	Payment term:	
307858	Spillway / embankment - Mulhern MRE Inc.	680.00			
	Totals	680.00	0.00	680.00	680.00
Reference:	MMRE6423	Date:	02/29/20	Discount exp date:	
GL AP account:	102500	Due date:	02/29/20	Payment term:	
107584	Engineering - Mulhern MRE Inc.	1,517.85			
	Totals	1,517.85	0.00	1,517.85	1,517.85
Reference:	MMRE6424	Date:	02/29/20	Discount exp date:	
GL AP account:	102500	Due date:	02/29/20	Payment term:	
107582	Repairs and maintenance - Mulhern MRE Inc.	136.00			
	Totals	136.00	0.00	136.00	136.00

**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
<b>Totals for Mulhern MRE Inc.</b>		<u>6,843.70</u>	<u>0.00</u>	<u>6,843.70</u>	<u>6,843.70</u>
<b>ROXWATERSAN Roxborough Water &amp; San District</b>					
Reference:	7122381	Date:	02/29/20	Discount exp date:	
GL AP account:	102500	Due date:	02/29/20	Payment term:	
107702	Nonpotable water purchase usage - Roxborough Water & San District	<u>100.39</u>			
	Totals	100.39	0.00	100.39	100.39
Reference:	7124611	Date:	02/29/20	Discount exp date:	
GL AP account:	102500	Due date:	02/29/20	Payment term:	
107702	Nonpotable water purchase usage - Roxborough Water & San District	<u>94.71</u>			
	Totals	94.71	0.00	94.71	94.71
Reference:	7122027	Date:	02/29/20	Discount exp date:	
GL AP account:	102500	Due date:	02/29/20	Payment term:	
107702	Nonpotable water purchase usage - Roxborough Water & San District	<u>189.42</u>			
	Totals	189.42	0.00	189.42	189.42
Reference:	7121316	Date:	02/29/20	Discount exp date:	
GL AP account:	102500	Due date:	02/29/20	Payment term:	
107702	Nonpotable water purchase usage - Roxborough Water & San District	<u>94.71</u>			
	Totals	94.71	0.00	94.71	94.71
<b>Totals for Roxborough Water &amp; San District</b>		<u>479.23</u>	<u>0.00</u>	<u>479.23</u>	<u>479.23</u>
<b>SDA Special District Association</b>					
Reference:	2020Dues	Date:	02/29/20	Discount exp date:	
GL AP account:	102500	Due date:	02/29/20	Payment term:	
107350	Dues and licenses - Special District Association	<u>1,016.80</u>			
	Totals	1,016.80	0.00	1,016.80	1,016.80
<b>Totals for Special District Association</b>		<u>1,016.80</u>	<u>0.00</u>	<u>1,016.80</u>	<u>1,016.80</u>
<b>UNITED SITE United Site Services</b>					
Reference:	114-9884137	Date:	02/29/20	Discount exp date:	
GL AP account:	102500	Due date:	02/29/20	Payment term:	
107599	Portable restrooms - United Site Services	<u>120.00</u>			
	Totals	120.00	0.00	120.00	120.00
Reference:	114-9954212	Date:	02/29/20	Discount exp date:	
GL AP account:	112500	Due date:	02/29/20	Payment term:	
117599	Portable restrooms - United Site Services	<u>120.00</u>			
	Totals	120.00	0.00	120.00	120.00
<b>Totals for United Site Services</b>		<u>240.00</u>	<u>0.00</u>	<u>240.00</u>	<u>240.00</u>
<b>XCEL XCEL Energy</b>					
Reference:	53-2326583-6	Date:	02/29/20	Discount exp date:	
GL AP account:	102500	Due date:	02/29/20	Payment term:	
107701	Utilities - XCEL Energy	<u>19.29</u>			
	Totals	19.29	0.00	19.29	19.29

Roxborough Village Metropolitan District  
Cash Requirement Report - Detailed

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All Dates

GL Account	Description	Gross Open Amount	Discount Available	Net Open Amount	Cash Required
	Totals for XCEL Energy	<u>19.29</u>	<u>0.00</u>	<u>19.29</u>	<u>19.29</u>
	Company Totals	<u>90,921.44</u>	<u>0.00</u>	<u>90,921.44</u>	<u>90,921.44</u>

March 3, 2020

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

RE: 2020 – Roxborough Village Metropolitan District (RVMD) – **Task Order #6**

Dear Anna:

We are pleased to submit a scope of services to continue work with RVMD.

**Task Order 6** includes the following:

**Planning and Landscape Architecture Services - Pond, Spillway and Adjacent Trails**

As a continuation of our original contract, this Task Order will be billed as a separate task on our invoices.

**Summary of work to date and anticipated work in the next three months:**

**Previous Work:**

- Developed general pond and spillway recommendations as a part of the Master Plan
- Participated in preliminary project discussions, CLA, Steve Sherman, and Scott Barnett
- Prepared general project timeline and schedule

**Current Work**

- Participation in Douglas County meetings to discuss spillway and pond
- Preliminary discussion about desired improvements and constraints

**Planned Activities** (activities listed below are anticipated for the next 2-3 months)

- Livable Cities will provide planning and landscape architecture services on the Spillway and Trail design around the upper pond. This work will be done in partnership with Mulhern MRE.
- Preparation of conceptual sketches of the spillway and upper pond area in coordination with the engineering and hydrological design, including reshaping the pond edges related to potential dredging and grading work.
- Concepts for new paths, viewing and seating areas along the edge of the pond that tie into existing trails.
- Preliminary understanding and discussions of cost and phased construction scenarios with Mulhern MRE. These will not be detailed estimates, only general discussions and rough order of magnitude costs.

**Fees and Time Estimates**

Livable Cities Studio will provide the above scope on a time and material basis. The estimated fees for this task over the the next three months is approximately \$6,900.

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

Sincerely,

A handwritten signature in blue ink, appearing to read "Todd Wenskoski", followed by a horizontal line and a period.

Todd Wenskoski  
Principal  
Livable Cities Studio, Inc.

March 3, 2020

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

RE: 2020 – Roxborough Village Metropolitan District (RVMD) – **Task Order #7**

Dear Anna:

We are pleased to submit a scope of services to continue work with RVMD.

**Task Order 7** includes the following:

**Planning and Landscape Architecture - Community Center/Pool Feasibility Study**

As a continuation of our original contract, this Task Order will be billed as a separate task on our invoices.

**Summary of work to date and anticipated work in the next three months:**

**Previous Work:**

- Completed preliminary community center/pool analysis and recommendations as a part of the Master Plan.
- Participated in preliminary project discussions CLA and Scott Barnett on approach to Feasibility Study
- Prepared general project timeline and schedule

**Current Work**

- Participation in Douglas County meeting to community center/pool
- Coordination and meetings with Rick Stanzyk and Kim Armitage to finalize scope, approach and begin feasibility analysis

**Planned Activities** (activities listed below are anticipated for the next 2-3 months)

- Livable Cities will provide planning, landscape architecture, and advising services for the Community Center/Pool Feasibility Study. This work will be done in coordination with Mulhern MRE, Rick Stanzyk, and Kimberly Armitage. Anticipated services include the following:
- Preparation of any conceptual site studies or analysis for a community center or pool site, as requested by Rick and Kim.
- Review of feasibility analysis and material prepared by Rick and Kim.

**Fees and Time Estimates**

Livable Cities Studio will provide the above scope on a time and material basis. The estimated fees for this task over the the next three months is approximately \$5,300.

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

Sincerely,

A handwritten signature in blue ink, appearing to read "Todd Wenskoski", followed by a horizontal line and a period.

Todd Wenskoski  
Principal  
Livable Cities Studio, Inc.



March 3, 2020

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

RE: 2020 – Roxborough Village Metropolitan District (RVMD) – **Task Order #8**

Dear Anna:

We are pleased to submit a scope of services to continue work with RVMD.

**Task Order 8** includes the following:

**General Master Plan Related Activities**

As a continuation of our original contract, this Task Order will be billed as a separate task on our invoices.

**Summary of work:**

**Planned Activities** (activities listed below are anticipated for the next 2-3 months)

- Livable Cities will provide ongoing advising related to implementation of the Master Plan. Likely activities include the following:
  - Playground concepts/enhancements and general landscape/planning for any near-term improvements
  - Trail and connectivity enhancements
  - Any necessary project coordination related to land irrigation, landscape, recreational amenities, or other areas included in the Master Plan.

This work will be done in coordination with the Board and any other consultants working with the board.

**Fees and Time Estimates**

Livable Cities Studio will provide the above scope on a time and material basis. The estimated fees for this task over the next three months is approximately \$9,650.

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

Sincerely,



Todd Wenskoski  
Principal  
Livable Cities Studio, Inc.

March 3, 2020

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

RE: 2020 – Roxborough Village Metropolitan District (RVMD) – **Task Order #9**

Dear Anna:

We are pleased to submit a scope of services to continue work with RVMD in 2020 create a web-based interactive platform for the Master Plan.

**Task Order 9** includes the following:

**Website-Based Master Plan Platform**

As a continuation of our original contract, this Task Order will be billed as Task 9 on our invoices.

**Scope of Services**

Livable Cities Studio will generally perform the following services in this Task Order:

**TASK 9 – Web-Based Interactive Master Plan**

Livable Cities will develop a custom interactive web-based design that aligns with the PDF document and reflects the same image/brand for RVMD. The purpose of the web-based platform is threefold:

1. Create an interactive online platform for the community to view and monitor progress of the Master Plan.
2. Make the planning document more accessible and user friendly by allowing it to be viewed interactively on their computers and mobile devices.
3. Increase awareness and engagement through accessible and interactive technology.

Anticipated services include the following:

- Develop and build the interactive site based on the current digital PDF Master Plan. This includes services to design and format the material for web viewing, building the site, customizing the interactive project map and design it for custom use.
- Establishing a web domain (one-time purchase) to host the Master Plan. The Master Plan web domain can be created as a subdomain to the Roxborough Village Metro District website, so the web address of the Master Plan is consistent with the District's overall brand. Furthermore, using subdomain can help build awareness to the District's official website.
- Ongoing content editing and maintenance. Livable Cities Studio will initially edit and maintain the platform. Over time, our team will study the platform so maintenance and editing responsibilities can be transferred to CLA or others.

**Anticipated Deliverables:**

1. Web-based interactive Master Plan platform.
2. All graphics and web-based material required for the platform.
3. Web domain
4. Presentations and updates to the Board during development.

**Fees and Time Estimates**

Livable Cities Studio will provide the above scope on a time and material basis. The estimated fees for the services described herein is \$6,100.

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

Sincerely,



Todd Wenskoski  
Principal  
Livable Cities Studio, Inc.



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

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

**RESOLUTION 2020-\_\_-\_\_**  
**OF THE BOARD OF DIRECTORS OF**  
**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT**  
**DOUGLAS COUNTY, COLORADO**

**A RESOLUTION APPROVING SERVICES AGREEMENT**  
**WITH EVOLUTION BUILDERS**  
**FOR INVESTIGATION AND PLANNING OF THE ROXBOROUGH VILLAGE**  
**MASTER PLAN DEVELOPMENT AND IMPROVEMENT CONSULTING SERVICES**

The Roxborough Village Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), has received a proposed Investigation and Planning of the Roxborough Village Master Plan Development and Improvement Consulting Services proposal from Evolution Builders, LLC, 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 \_\_\_\_\_, 2020, by a vote of \_\_\_\_ for and \_\_\_\_ against.

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

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

ATTEST:

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

**SCHEDULE A**

Services Agreement with Evolution Builders, LLC



## SERVICES AGREEMENT

**THIS SERVICES AGREEMENT** (this “Agreement”), is made and entered into this \_\_\_\_ day of March, 2020, by and between **ROXBOROUGH VILLAGE METROPOLITAN DISTRICT**, a quasi- municipal corporation and political subdivision of the State of Colorado, whose address is c/o CliftonLarsonAllen LLP, 8390 E. Crescent Parkway, Suite 500, Greenwood Village, Colorado 80111-4814 (the “District”), and **EVOLUTION BUILDERS, LLC**, a Colorado corporation, whose address is 10929 E Colfax Avenue, Aurora, Colorado 80010 (the “Contractor”).

**DISTRICT’S REPRESENTATIVE.** District hereby designates 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: 303-588-6874  
 Fax Number:  
 Contact Person: Detrick D. Stanzyk

### IT IS HEREBY AGREED AS FOLLOWS:

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

**CONTRACT PRICE.** Subject to the provisions of the Terms and Conditions, District agrees to pay, and Contractor agrees to accept as full compensation for performing the Work, a sum not to exceed Twenty-Five Thousand One Hundred and 00/100 Dollars (\$25,100.00) for Phase 1 (the “Contract Price”).

**PAYMENT.** Payment by the District will be made within Forty-Five (45) days after receipt by District of Contractor’s invoice. Disputed invoices shall be resolved in accordance with the provisions of paragraph 8 of the Terms and Conditions. This Agreement for payments will control over any other timeframe stated in the Terms and Conditions or in **Exhibit A**.

### DISTRICT:

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

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

### CONTRACTOR:

**EVOLUTION BUILDERS, LLC**  
 a Colorado corporation

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Its: \_\_\_\_\_

## 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**  
**SCOPE OF WORK**

# Roxborough Village (District): Feasibility Study AGREEMENT

## SCOPE OF SERVICES

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

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

<p>1. Phase I:</p> <ul style="list-style-type: none"> <li>➤ Analyze lot sizes</li> <li>➤ Analyze existing soil data</li> <li>➤ Analyze existing utility locations</li> <li>➤ Analyze site access</li> <li>➤ Analyze site topography</li> <li>➤ Provide preliminary cost data</li> <li>➤ DATA PROVIDED BY OTHERS:             <ul style="list-style-type: none"> <li>○ Land acquisition costs</li> <li>○ County feedback</li> <li>○ Drainage / water use</li> <li>○ Zoning usage</li> </ul> </li> <li>➤ Fee is based on approx. 135 hours at \$80/hr average, and 75 hours of consultant services at \$150/hr average</li> <li>➤ <b>COST: \$25,100 – not to exceed*</b></li> <li>➤ <b>PROPOSAL ACCEPTED 2/18/20</b></li> </ul>	<p>2. Phase II:</p> <ul style="list-style-type: none"> <li>➤ Full feasibility of selected site:</li> <li>➤ Engage consultants, as needed, to provide detailed data on tasks including, but not limited to: Soil Analysis, Topographical Survey, Demographic Analysis, Needs Analysis, Facility Planning, Facility Programming, Pro-Forma and Funding Strategies</li> <li>➤ Fee is based on 425 hours at \$80/hr average, and 250 hours of consultant services at \$150/hr average</li> <li>➤ Remaining services identified herein.</li> <li>➤ <b>COST: \$72,295 – not to exceed*</b></li> </ul>
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**\*except for increases to the scope of the study or changes directed by the District.**

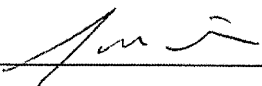


## TERMS, CLARIFICATIONS & CONDITIONS:

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

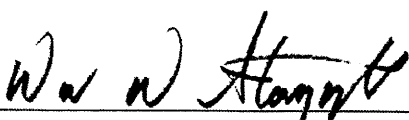
## ACCEPTANCE OF PROPOSAL:

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

ACCEPTED BY (signature): , Clifton Larson Allen, LLP

PRINTED NAME: CALVIN BROWN

TITLE: PRESIDENT DATE: 2/18/20

ACCEPTED BY (signature): , Evolution Builders, LLC

PRINTED NAME: Detrick D Stanzky

TITLE: Managing Member DATE: 17 February 2020



# Roxborough Village

## Phase I Feasibility Study



ID	Task Name	Duration	Start	Finish	March			April			May			June				
					2/16	2/23	3/1	3/8	3/15	3/22	3/29	4/5	4/12	4/19	4/26	5/3	5/10	5/17
1	<b>PHASE I STUDY</b>	<b>64 days</b>	<b>Mon 3/2/20</b>	<b>Thu 5/28/20</b>		3/2												
2	Site Analysis	10 days	Mon 3/2/20	Fri 3/13/20			3/10	3/13										
3	Data Analysis	25 days	Tue 3/10/20	Mon 4/13/20					4/13									
4	Cost Analysis	20 days	Tue 3/24/20	Mon 4/20/20				3/24		4/20								
5	Facility Usage	20 days	Tue 4/14/20	Mon 5/11/20					4/14		5/11							
6	Present Results	15 days	Fri 5/8/20	Thu 5/28/20						5/8		5/28						

**RESOLUTION 2020-0\_\_-\_\_\_\_**  
**OF THE BOARD OF DIRECTORS OF**  
**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT**  
**DOUGLAS COUNTY, COLORADO**

**A RESOLUTION APPROVING SERVICES AGREEMENT**  
**WITH GAME-SET-MATCH INC.**  
**FOR COURT CLEANING AND WINDSCREEN MAINTENANCE**

The Roxborough Village Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), has received a proposal from Game-Set-Match Inc., a Colorado corporation (the “Contractor”), to perform tennis court cleaning and windscreen maintenance, 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 \_\_\_\_\_, 2020, by a vote of \_\_\_\_ for and \_\_\_\_ against.

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

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

ATTEST:

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

**SCHEDULE A**

Services Agreement with Game-Set-Match Inc.

## SERVICES AGREEMENT

**THIS SERVICES AGREEMENT** (this “Agreement”), is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between **ROXBOROUGH VILLAGE METROPOLITAN DISTRICT**, a quasi- municipal corporation and political subdivision of the State of Colorado, whose address is c/o CliftonLarsonAllen LLP, 8390 East Crescent Parkway, Suite 300, Greenwood Village, Colorado 80111-4814 (the “District”), and **GAME-SET-MATCH INC.**, a Colorado corporation, whose address is 8280 South Quebec Street, Suite #A, Centennial, CO 80112 (the “Contractor”).

**DISTRICT’S REPRESENTATIVE.** District hereby designates 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. #:	84-1156303
Telephone Number:	(303) 790-1991
Fax Number:	(303) 790-1992
Contact Person:	Adam Burbary, owner
	Contact for contract and billing issues.

Contact Jay or Jon Born for scheduling the Work.  
Cell #303-887-9607

### 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 \$1,340 (the “Contract Price”).

### DISTRICT:

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

### CONTRACTOR:

**GAME-SET-MATCH INC.**,  
a Colorado corporation

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

\_\_\_\_\_  
By: Adam Burbary, 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**  
**DESCRIPTION OF WORK**

**RESOLUTION 2020-\_\_-\_\_**  
**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 2020 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, 2020, by a vote of \_\_\_\_ for and \_\_\_\_ against.

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

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

ATTEST:

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

**SCHEDULE A**

2020 Services Agreement with Ark Ecological Services, LLC

## SERVICES AGREEMENT

**THIS SERVICES AGREEMENT** (this “Agreement”), is made and entered into this \_\_\_ day of \_\_\_\_\_, 2020, by and between **ROXBOROUGH VILLAGE METROPOLITAN DISTRICT**, a quasi- municipal corporation and political subdivision of the State of Colorado, whose address is c/o CliftonLarsonAllen LLP, 8390 East Crescent Parkway, Suite 300, Greenwood Village, Colorado 80111-4814 (the “District”), and **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 \$17,990 for the Southern Open Space Areas, \$8,000 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 \*\$35,990 (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**

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

**CONTRACTOR:**

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

**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.

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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 2020**

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

**Open Space Management Proposal for 2020**

**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 27, 2020

## **Open Space Management Proposal for 2020 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 2020 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 2020

<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.	\$17,990
<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.	\$8,000
<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>		\$35,990

\*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 2020 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>
<p><b><u>Restoration Projects</u></b> Assess the need to revegetate areas where weeds are controlled and bare ground is left.</p>	No charge

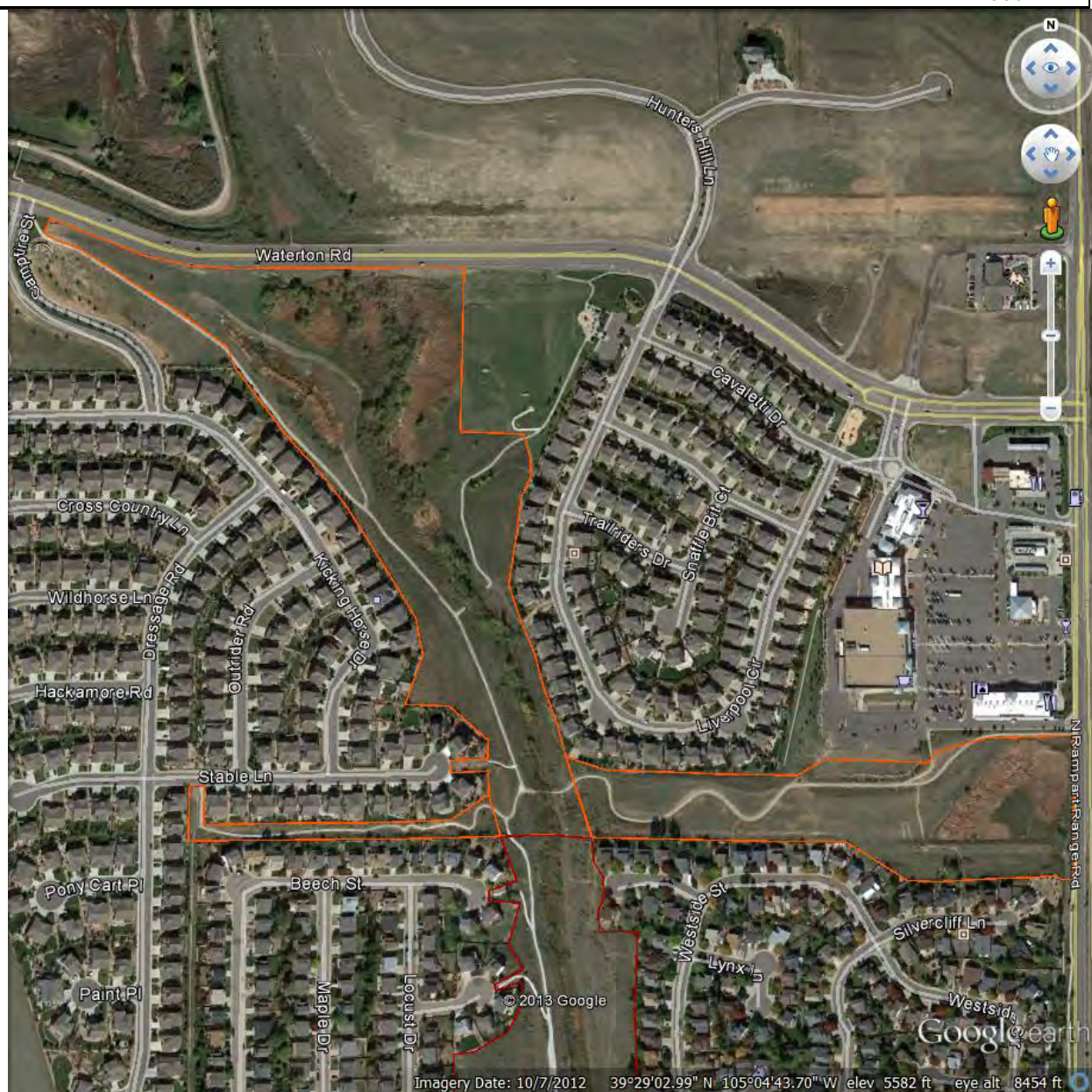
## **Debris Clean-up Projects and Encroachment Notification**

**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.

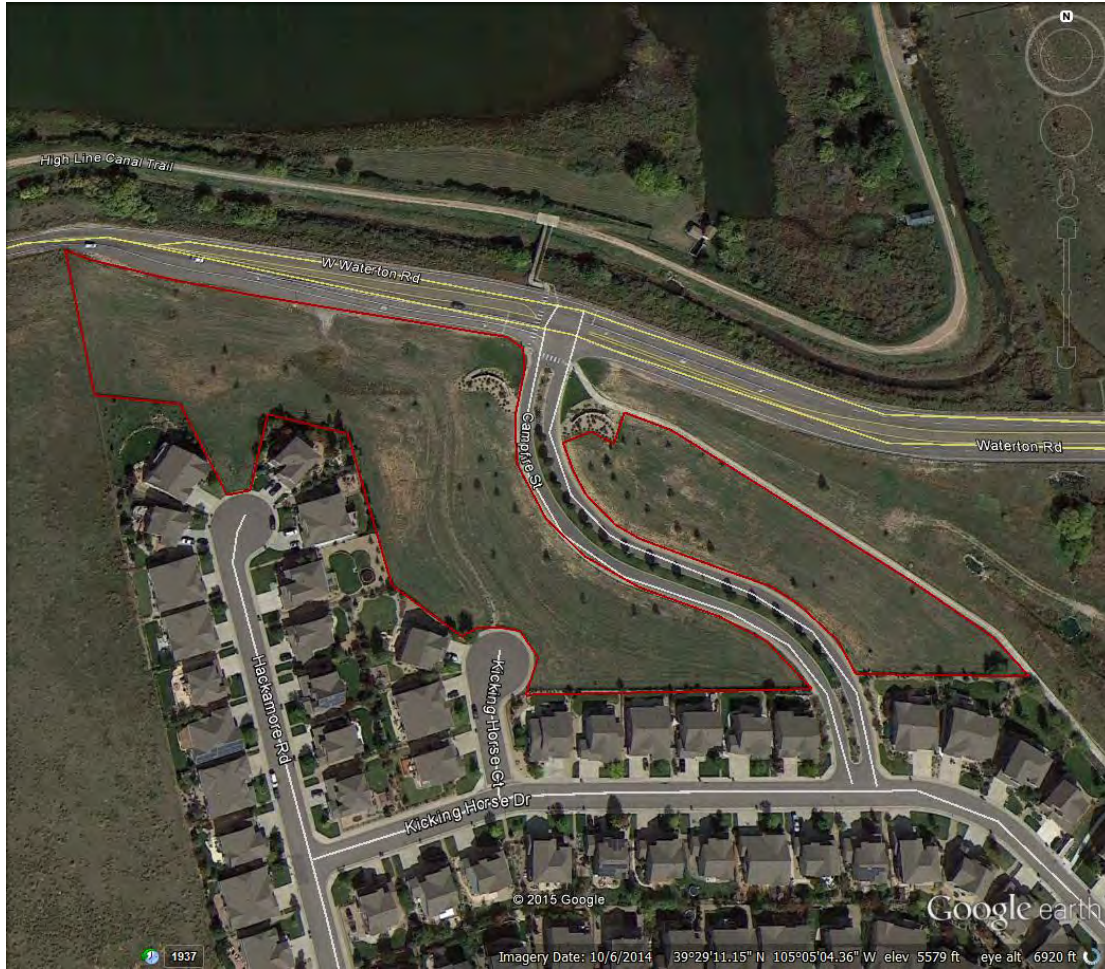
**Statement of Need:** There may be a few small areas in Roxborough Village that are in need of debris clean-up due to homeowners, contractors, or others dumping concrete, yard debris, and fencing material in the open space. There are likely more areas that need cleaned up. Notify the management company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

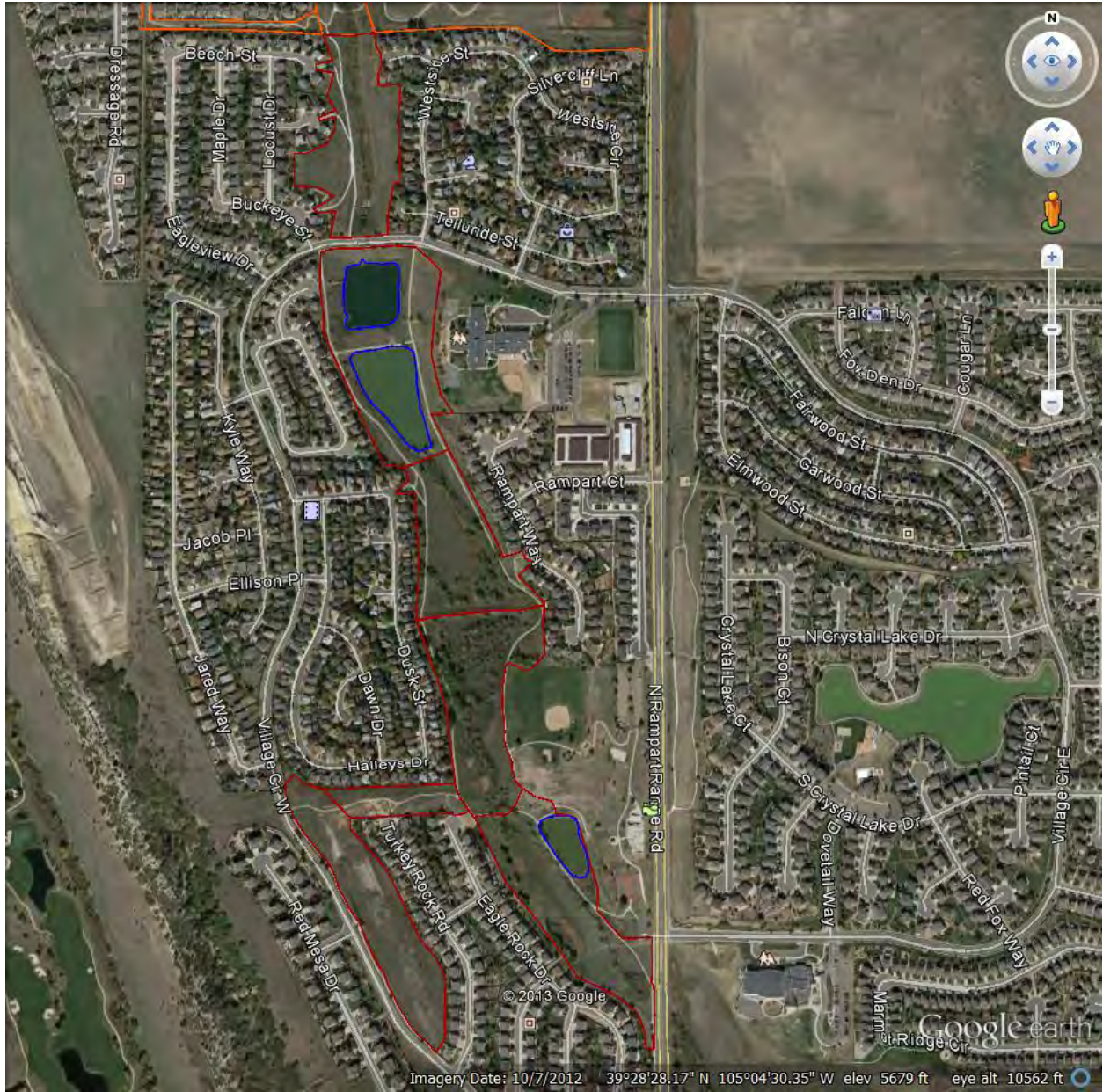


Chatfield Farms Open Space Areas (31 land acres) - Outlined in Orange.

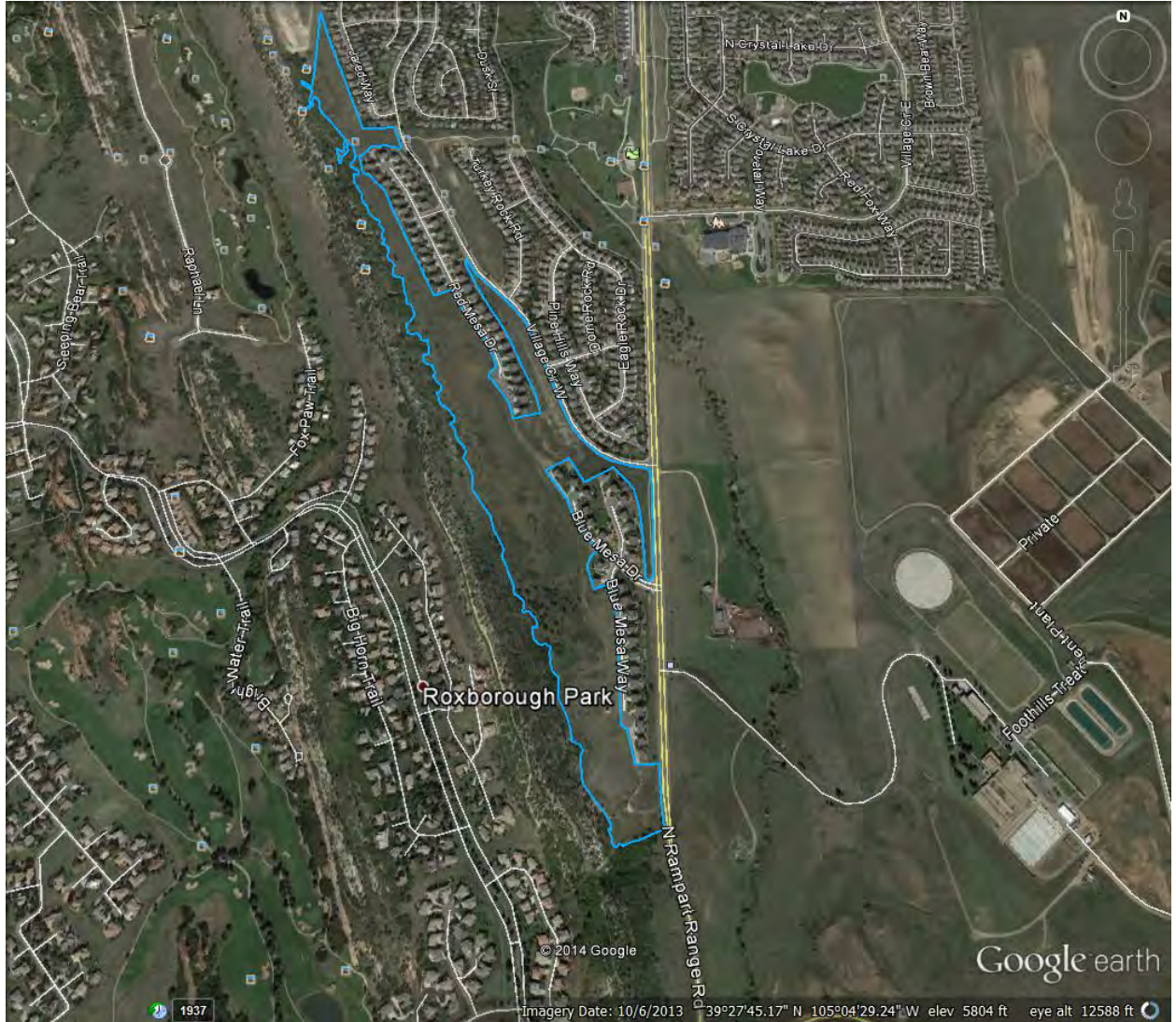


Chatfield Farms - Campfire Street Additional Area - 7.3 acres (Outlined in Red)  
First managed for noxious weeds in 2015.





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 2021</b>

This proposal is acknowledged and accepted by:

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

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

Board President; Roxborough Village Metro District

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

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

Raymond H. Sperger; Business Manager and Principal Ecologist; Ark Ecological Services, LLC

## **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 2020-0\_ -\_\_\_\_**  
**OF THE BOARD OF DIRECTORS OF**  
**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT**  
**DOUGLAS COUNTY, COLORADO**

**A RESOLUTION APPROVING SERVICES AGREEMENT**  
**WITH PATRIOT PEST CONTROL, LLC**  
**FOR MOSQUITO CONTROL 2020**

The Roxborough Village Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), has received a proposal from Patriot Pest Control, LLC, a Colorado limited liability company (the “Contractor”), to provide mosquito control within the District, to include, but not be limited to, treatment of water retention holding ponds along the green belt and drainage gutters in neighborhoods surrounding the pond and 7 acre lake, and treatment of the creek that flows out of the holding ponds and through the neighborhood along with the small pond behind the shopping center, 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 \_\_\_\_\_, 2020, by a vote of \_\_\_\_ for and \_\_\_\_ against.

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

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

ATTEST:

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

**SCHEDULE A**

2020 Services Agreement with Patriot Pest Control, LLC

## SERVICES AGREEMENT

**THIS SERVICES AGREEMENT** (this “Agreement”), is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between **ROXBOROUGH VILLAGE METROPOLITAN DISTRICT**, a quasi- municipal corporation and political subdivision of the State of Colorado, whose address is c/o CliftonLarsonAllen LLP, 8390 E. Crescent Parkway, Suite 300, Greenwood Village, Colorado 80111-4814 (the “District”), and **PATRIOT PEST CONTROL, LLC**, a Colorado Limited Liability Company, whose address is P. O. Box 372, Castle Rock, CO 80104 (the “Contractor”).

**DISTRICT’S REPRESENTATIVE.** District hereby designates 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. #:	270131338
Telephone Number:	(720) 261-5753
Fax Number:	(303) 470-6149
Contact Person:	Ronald Lynn Burden, owner. Contact for contract and billing issues.

### 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 Two Thousand Dollars (\$2,000.00) per month for 6 months, for a total of Twelve Thousand Dollars (\$12,000.00) (the “Contract Price”), beginning March or April and ending September or October.

### DISTRICT:

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

### CONTRACTOR:

**PATRIOT PEST CONTROL, LLC**  
a Colorado Limited Liability Company

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

By: \_\_\_\_\_  
Ronald Burden, Member



## 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**  
**DESCRIPTION OF WORK**

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

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

#### Bid for Mosquito control service

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

Thank you  
Ron Burden

**Suazo, Kathy**

---

**From:** Scott Barnett <scott@mulhernmre.com>  
**Sent:** Thursday, March 12, 2020 9:58 AM  
**To:** Bill Barr; Jones, Anna; Katie James; Suazo, Kathy; Shannon, Patrick; Williams, Andrew; Sangster, Jerel; Tina Vildibill  
**Subject:** RE: [External] RE: Roxborough Village MD - Agenda



Think Security  
at CLA

This email originated from an external source.

Anna,

Bill and I have just had a quick phone conversation about a leaking 6 inch main line valve. Last year METCO had some troubles in isolating some areas in response to breaks. This leaking valve is likely part of the problem, and replacing it would be part of their solution. In listening to Bill's description verbally, I do not believe it can be repaired. He will send over some pictures later today, but I would expect that replacing it, not repairing it, will be the way to go. It is not that simple to just replace it, and it will require digging it up and some real pipework to get it done. It really depends on the fitting type, flange type, valve type, and pipe type to determine what needs to be done and how. I will look for pictures from him to help clarify these things, but I will respond as quickly as possible so they can get started ASAP. Just a heads up!



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

---

**From:** Bill Barr <BillB@metcolandscape.com>  
**Sent:** Thursday, March 12, 2020 8:06 AM  
**To:** Jones, Anna <Anna.Jones@claconnect.com>; Katie James <james@ffcolorado.com>; Suazo, Kathy <Kathy.Suazo@claconnect.com>; Shannon, Patrick <Patrick.Shannon@claconnect.com>; Williams, Andrew <Andrew.Williams@claconnect.com>; Sangster, Jerel <Jerel.Sangster@claconnect.com>; Tina Vildibill <vildibill@ffcolorado.com>; Scott Barnett <scott@mulhernmre.com>  
**Subject:** RE: [External] RE: Roxborough Village MD - Agenda

We are working on some irrigation valves, as we trace more valves on the mainline.

Respectfully,

*Bill Barr*

Account Manager | SWMaintenance | [billb@metcolandscape.com](mailto:billb@metcolandscape.com)  
 Metco Landscape | 1325 Quincy Ave | Englewood, CO 80110  
 Cell: 303-619-4047 | phone: 303-510-3435



**From:** Jones, Anna <[Anna.Jones@claconnect.com](mailto:Anna.Jones@claconnect.com)>  
**Sent:** Thursday, March 12, 2020 8:01 AM  
**To:** Bill Barr <[BillB@metcolandscape.com](mailto:BillB@metcolandscape.com)>; Katie James <[james@ffcolorado.com](mailto:james@ffcolorado.com)>; Suazo, Kathy <[Kathy.Suazo@claconnect.com](mailto:Kathy.Suazo@claconnect.com)>; Shannon, Patrick <[Patrick.Shannon@claconnect.com](mailto:Patrick.Shannon@claconnect.com)>; Williams, Andrew <[Andrew.Williams@claconnect.com](mailto:Andrew.Williams@claconnect.com)>; Sangster, Jerel <[Jerel.Sangster@claconnect.com](mailto:Jerel.Sangster@claconnect.com)>; Tina Vildibill <[vildibill@ffcolorado.com](mailto:vildibill@ffcolorado.com)>; SBarnett <[scott@mulhernmre.com](mailto:scott@mulhernmre.com)>  
**Subject:** RE: [External] RE: Roxborough Village MD - Agenda

Sorry – that was my fault I was late to the call. Anything noteworthy to add to the agenda?



**Anna Jones, Public Manager**  
Outsourcing, CliftonLarsonAllen LLP

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

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

WEALTH ADVISORY | OUTSOURCING | AUDIT, TAX, AND CONSULTING



Investment advisory services are offered through CliftonLarsonAllen  
Wealth Advisors, LLC, an SEC-registered investment advisor.

**From:** Bill Barr <[BillB@metcolandscape.com](mailto:BillB@metcolandscape.com)>  
**Sent:** Thursday, March 12, 2020 8:00 AM  
**To:** Katie James <[james@ffcolorado.com](mailto:james@ffcolorado.com)>; Suazo, Kathy <[Kathy.Suazo@claconnect.com](mailto:Kathy.Suazo@claconnect.com)>; Jones, Anna <[Anna.Jones@claconnect.com](mailto:Anna.Jones@claconnect.com)>; Shannon, Patrick <[Patrick.Shannon@claconnect.com](mailto:Patrick.Shannon@claconnect.com)>; Williams, Andrew <[Andrew.Williams@claconnect.com](mailto:Andrew.Williams@claconnect.com)>; Sangster, Jerel <[Jerel.Sangster@claconnect.com](mailto:Jerel.Sangster@claconnect.com)>; Tina Vildibill <[vildibill@ffcolorado.com](mailto:vildibill@ffcolorado.com)>; SBarnett <[scott@mulhernmre.com](mailto:scott@mulhernmre.com)>  
**Subject:** [External] RE: Roxborough Village MD - Agenda



I was on hold for sometime what was the deal?

Respectfully,

*Bill Barr*

Account Manager | SWMaintenance | [billb@metcolandscape.com](mailto:billb@metcolandscape.com)



Metco Landscape | 1325 Quincy Ave | Englewood, CO 80110  
 Cell: 303-619-4047 | phone: 303-510-3435




---

**From:** Katie James <[james@ffcolorado.com](mailto:james@ffcolorado.com)>  
**Sent:** Wednesday, March 11, 2020 3:07 PM  
**To:** Suazo, Kathy <[Kathy.Suazo@claconnect.com](mailto:Kathy.Suazo@claconnect.com)>; Jones, Anna <[Anna.Jones@claconnect.com](mailto:Anna.Jones@claconnect.com)>; Shannon, Patrick <[Patrick.Shannon@claconnect.com](mailto:Patrick.Shannon@claconnect.com)>; Williams, Andrew <[Andrew.Williams@claconnect.com](mailto:Andrew.Williams@claconnect.com)>; Sangster, Jerel <[Jerel.Sangster@claconnect.com](mailto:Jerel.Sangster@claconnect.com)>; Tina Vildibill <[vildibill@ffcolorado.com](mailto:vildibill@ffcolorado.com)>; SBarnett <[scott@mulhernmre.com](mailto:scott@mulhernmre.com)>; Bill Barr <[BillB@metcolandscape.com](mailto:BillB@metcolandscape.com)>  
**Subject:** RE: Roxborough Village MD - Agenda  
**Importance:** High

Are we calling? I'm on hold....

Katie James

Kathryn T. James  
 Attorney at Law  
**FOLKESTAD FAZEKAS BARRICK & PATOILE, P.C.**  
 18 South Wilcox Street, Suite 200  
 Castle Rock, Colorado 80104-1909  
 Phone: 303.688.3045  
 Fax: 303.688.3189  
[james@ffcolorado.com](mailto:james@ffcolorado.com)  
[www.ffcolorado.com](http://www.ffcolorado.com)


---

**From:** Suazo, Kathy <[Kathy.Suazo@claconnect.com](mailto:Kathy.Suazo@claconnect.com)>  
**Sent:** Wednesday, March 11, 2020 12:36 PM  
**To:** Jones, Anna <[Anna.Jones@claconnect.com](mailto:Anna.Jones@claconnect.com)>; Shannon, Patrick <[Patrick.Shannon@claconnect.com](mailto:Patrick.Shannon@claconnect.com)>; Williams, Andrew <[Andrew.Williams@claconnect.com](mailto:Andrew.Williams@claconnect.com)>; Sangster, Jerel <[Jerel.Sangster@claconnect.com](mailto:Jerel.Sangster@claconnect.com)>; Katie James <[james@ffcolorado.com](mailto:james@ffcolorado.com)>; Tina Vildibill <[vildibill@ffcolorado.com](mailto:vildibill@ffcolorado.com)>; SBarnett <[scott@mulhernmre.com](mailto:scott@mulhernmre.com)>; BBarr <[billb@metcolandscape.com](mailto:billb@metcolandscape.com)>  
**Subject:** Roxborough Village MD - Agenda  
**Importance:** High

Good Afternoon,

Attached is the agenda for the agenda call today at 3:00 p.m. Thanks.

---

 **Kathy Suazo**  
 District Administrator, Business Operations (BizOps)

Direct 303-793-1403 | Main 303-779-5710 x31403 | Fax 303-779-0348  
 CLA (CliftonLarsonAllen LLP) | 8390 E Crescent Parkway, Suite 300, Greenwood Village, CO 80111  
[kathy.suazo@CLAconnect.com](mailto:kathy.suazo@CLAconnect.com) | [CLAconnect.com](http://CLAconnect.com)

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**CliftonLarsonAllen LLP**

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METCO LANDSCAPE, INC.

## Monthly Maintenance Report for Roxborough Village Metropolitan District

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

### REVIEW OF GANTTED OPERATIONS

#### Turf

TURF SLOWLEY COMING OUT OF DORMANCY WITH THE WARM TEMPS AND LONGER DAYS WE HAVE AREATED ALL TURF THIS MONTH

#### Shrub Beds

WE ARE SPRAYING A PRE-EMERGENT FOR WEED CONTROL THIS MONTH IN ALL SHRUB BEDS

#### Trees

TREES ARE DOING WELL STILL LOOKING FOR REMOVAL OF TREES PLANTED LAST EARLY SPRING AND A PLAN WITH TREE COMPANY

#### Irrigation

WE ARE SLOWLY WORKING ON RECAHARGING IRRIGATION THIS MONTH INTO BEGINNING OF APRIL WORKING ON REPAIRING A COUPLE OF GATE VALVES

#### Site Policing

WE CONTINUE TO POLICE ALL DOGGY STATIONS ALONG WITH TRASH WE ARE PICKING UP A LOT OF LOOSE STONES ALONG CURB LINES DISPLACED DURING SNOW REMOVE

#### Overall Site

SITE LOOKS GOOD SOME MIONOR REPAIRS TO LOOSE TURF CAUSED BY SNOW REMOVE

#### Review of Operatons for Upcoming Month:

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

CHARGING AND SPRING REPAIRS OF IRRIGATION ALSO SPRING FERTILIZATION



# Annual Flower Proposal

<b>Proposal By:</b>	
Metco Manager Name <b>Barr</b>	
Metco Landscape, Inc.	
Proposal Date	<b>3/10/2020</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 2020

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>4</u> C.Y. soil for bed prep to be tilled in to existing bed soil at <u>2</u> " depth	\$300.00
<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 10th) 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** **\$5,482.00**

**Annual Flower Installation Spring 2020****3/10/2020**Total: **\$5,482.00****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.

**THE FOLLOWING ARE POST PACKET ITEMS:  
ITEMS THAT WERE DISTRIBUTED AT THE MEETING  
AND NOT IN THE ORIGINAL PACKET**

JASON THRUN

7752 Rampart Way, Littleton, CO 80125 | 303.906.7685 | jethrun@comcast.net

March 8, 2020

Ms. Anna Jones  
District Manager  
Roxborough Village Metro District

RE: 7752 Rampart Way, Littleton, CO 80125

Dear Ms. Anna Jones:

Angie Johnson from KC & Associates informed me that the metro district asked me to reach out directly to you regarding using about one third of our property that is under management of the Roxborough Village Metro District. The attached PDF shows our property and the magenta triangle indicates the portion that we wish to use. We only intend to reroute the fence around the outer perimeter of this portion to enclose it with the rest of our property (as shown by the dashed green line. The solid green line is our existing fence). We do not wish to build any structure on this portion. The only development would be laying down flagstone or similar to create a small seating area that would allow for watching the sunset over the foothills as this is the highest point of our property.

Please let us know if there is anything that needs to be done prior to our rerunning the fence around this small portion. If you have any questions for the HOA regarding this situation, please reach out to Dave Carpinello at 303.941.7595.

Thank you for your time and attention to this letter.

Sincerely,



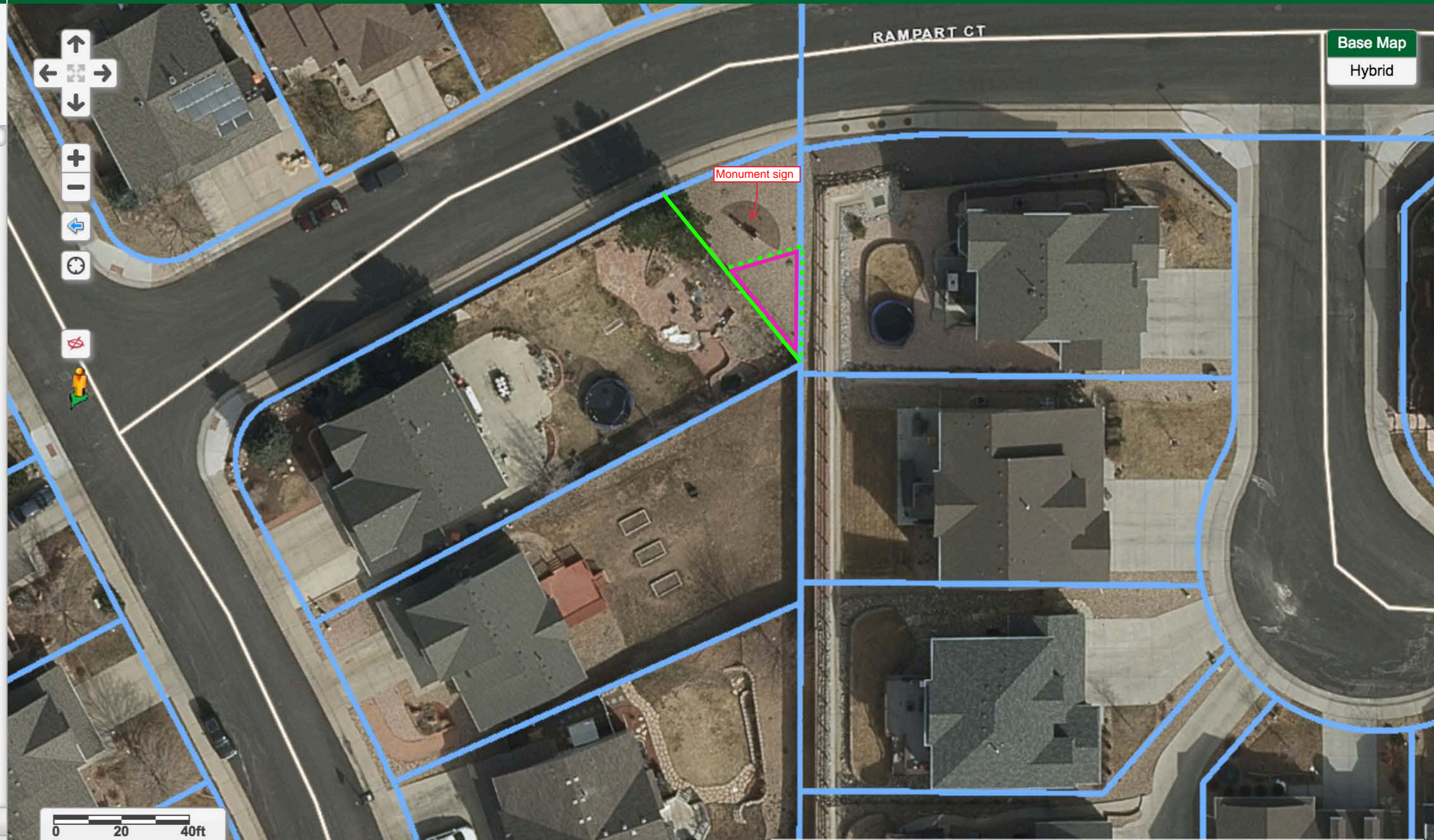
Jason Thrun

Cc: Dave Carpinell, Roxborough Village Filing 16B



Search by: Project Number  
Example: DR2013-004 or EX  
Include closed projects

- Use By Special Review**  
9663 E Palmer Divide Ave  
US2017-006  
Active
- Site Improvement Plan**  
6900 N Pinery Parkway, 2nd Revision  
SP2016-058  
Active
- Site Improvement Plan**  
5435 Kelly Court, 1st Rev, 1st Mod  
SP2017-015  
Active
- Site Improvement Plan**  
Titan Road Industrial Park Filing 1, L...  
SP2016-108  
Active
- Use By Special Review**  
9676 S. Perry Park Rd  
US2013-010  
Active
- Site Improvement Plan**  
10554 S Perry Park Rd  
SP2015-115  
Active
- Subdivision**  
Oak Hills Filing 1, 1st Amd



Base Map  
Hybrid

0 20 40ft