

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

**\*NOTE: given current events and current advice and directives from local, state and federal jurisdictions related to COVID-19, this meeting is being held by teleconference and virtual meeting only. Board members, consultants and members of the public may participate by teleconference or by computer/tablet by utilizing the following information:**

**URL link:**

<https://us02web.zoom.us/j/83435416621?pwd=dU9ucGRodjF6d3VHbGVwL0QvM0xjZz09>

**Meeting ID: 834 3541 6621; Access Code 013319**

**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 |
| Garry Cook, Assistant Secretary    | Term Expires May 2022 |
| Edward Wagner, Assistant Secretary | Term Expires May 2022 |

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**Date:** April 21, 2020 (Tuesday)  
**Time:** 6:00 p.m.  
**Place:** VIA ZOOM

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 March 24, 2020 Special Meeting Minutes (enclosed)
- B. Consider Approval of the March 10, 2020 Town Hall Minutes (enclosed)
- C. Review and Accept the Cash Position and Property Tax Schedule (enclosed)

**DISCUSSION AGENDA**

5. ACTION ITEMS (10 MINUTES)

## Roxborough Village Metropolitan District

Agenda – April 21, 2020

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- 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. Discussion regarding Bill.com
6. DIRECTOR ITEMS (5 MINUTES)
- A. Fall Festival Updates
    - 1. Fireworks and DJ Status
  - B. Town Hall Recap
    - 1. Next Steps – Frequency
  - C. Steve Sherman Gift
  - D. Other
7. MANAGER MATTERS (40 MINUTES)
- A. Website updates – photos, bios, of new members (after May election)
  - B. Discuss Master Plan Next Steps
    - 1. Consider Resolution Approving the Final Master Plan (enclosed)
    - 2. Website Platform Review
    - 3. Discuss Feasibility Study and Spillway Design
  - C. Update of Rec Center Site Feasibility Study
  - D. Update on Toilets and Fountains Approximate Install May 10<sup>th</sup>
  - E. Other (enclosed)
8. LEGAL MATTERS (10 MINUTES)
- A. Election-related items
  - B. Douglas County Tax Deferments (enclosed)
  - C. Update on Possible Encroachments (enclosed)
  - 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. Discuss Resident Project/Event Request Policy
  - F. Discuss Park Playground Maintenance and Replacement (enclosed)
  - G. Discuss HOA Mapping
  - H. Ratify the Expenditures for Signs to Close Parks; Approve Resolution Ratifying Expenditures for Signs to Close Parks (enclosed)
  - I. Resolution Appointing Person to Declare Emergency for Potential Applicable Funds (to be distributed)
  - J. Discuss Letter from Sterling Ranch CAB re need for relocation due to road widening and conflict regarding same (enclosed)
  - K. Discuss Request from 7752 Rampart Way (enclosed)
  - L. Other

Roxborough Village Metropolitan District

Agenda – April 21, 2020

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9. ENGINEERING MATTERS (10 MINUTES)

- A. Review and consider approval of proposal from Chavez Services LLC for project at Halley Drive and Dusk Street - \$11,640 (enclosed)
- B. Status of Leaking 6 Inch Mail Line Valve
- C. Update on Bids for Dugout and Approve a NTE \$ for the work
- D. Irrigation Plan Updates
- E. Proposal from HydroSystems District Aerials (enclosed)

10. LANDSCAPE MAINTENANCE (10 MINUTES)

- A. Metco Landscape Report – Bill Barr (enclosed)
- B. Review and Consider Approval of Proposals
  - 1. Proposal for Cedar Mulch - \$15,000 (enclosed)
- C. Bailey Tree Updates (enclosed)
- D. Discuss Park Closures and Skate Park Remedies
- E. Other

11. OTHER BUSINESS (5 MINUTES)

- A. Confirm Quorum for May 19, 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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| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | 31 |    |

**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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| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | 31 |

**NOVEMBER**

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**DECEMBER**

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RECORD OF PROCEEDINGS

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

HELD

Tuesday, March 24, 2020

A special meeting of the Board of Directors of the Roxborough Village Metropolitan District (referred to hereafter as the “Board”) was convened on Tuesday, March 24, 2020 at 5:30 p.m. via ZOOM at 8390 E. Crescent Parkway, Suite 300, Greenwood Village, Colorado 80111. The meeting was open to the public.

**ATTENDANCE**

In Attendance were Directors:

Calvin Brown  
Debra Prysby  
Ron Bendall  
Ed Wagner

Also in Attendance were:

Katie James, Esq.; Folkestad Fazekas Barrick & Patoile, P.C.  
Scott Barnett; Mulhern MRE Inc.  
Bill Barr; Metco Landscaping  
Kimberly Armitage; Denver YMCA  
Rick Stanzyk; Evolution Builders  
Todd Wenskoski and Yishuen Lo; Livable Cities Studio  
Anna Jones and Andrew Williams; CliftonLarsonAllen LLP  
Ephram Glass; resident  
Garry Cook; resident  
Ralph Poplawsky; resident  
Tara Hamm; resident

**CALL TO ORDER**

The meeting was called to order at 6:07 p.m. by Director Brown.

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

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

**APPROVE AGENDA**

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

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**PUBLIC COMMENT and/or GUESTS**

Ralph Poplawsky asked a few questions about the Master Plan.

**CONSENT AGENDA**

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

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

**DISCUSSION AGENDA ACTION ITEMS**

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

Ms. Jones reviewed the claims with the Board. Discussion ensued regarding the Ark Ecological invoice and confirmation that it covered typical annual weed management only.

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

- B. Board Vacancy

The Board discussed the Board vacancy due to resignation of Steve Sherman. After discussion, upon a motion duly made by Director Prysby, seconded by Director Wagner and upon vote unanimously carried, the Board appointed Garry Cook to the Board. Ms. James will administer the Oath of Office.

**DIRECTOR ITEMS**

- A. Fall Festival Updates
  - 1. Fireworks and DJ Status

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

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- B. Town Hall Recap  
 1. Next Steps – Frequency

Director Brown discussed the Town Hall. Director Prysby indicated there were about 40 to 50 attendees. The Board agreed that it was a success. Discussion ensued regarding holding a bi-annual or quarterly Town Hall. It will be coordinated along with the newsletter, depending on when large gatherings can be held again due to COVID-19.

- C. Other

None.

### MANAGER MATTERS

- A. Discuss Master Plan Next Steps

Mr. Wenskoski reviewed the draft. He noted the final version would be out by the end of this week for Board review. Final Board comments will be due by the close of business on April 8<sup>th</sup>, with the final version completed by the close of business on April 17<sup>th</sup> so that it can be approved at the April 21 Board meeting. LCS reviewed the web-based version for the Board and provided a demonstration.

- B. Discuss and Approve Rec Center Site Feasibility Study Phases 1 & 2  
 1. Review Initial Site Analysis and Recommendations; Review and Consider Approval of Resolution 2020-03-01, Resolution Approving Services Agreement with Evolution Builders

Rick Stanzyk and Kimberly Armitage reviewed the feasibility study and the five potential sites, highlighting their recommended site as the Community Park. The Board had questions and discussion followed. The Board agreed on the Community Park site recommendation. Ms. James asked the Board if any of the other sites should be studied. The Board agreed site three (Community Park) should be the focus with site four as the backup site as/if needed.

After discussion, upon a motion duly made by Director Bendall, seconded by Director Wagner, and upon vote unanimously carried, the Board approved Phase 2 of the feasibility study which will be a more detailed analysis of the Community Park site. Ms.

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James will prepare an Amendment to the Services Agreement to include Phase 2.

C. Discuss Spillway Design Next Steps

Mr. Wenskoski and Mr. Barnett reviewed the reviewed design efforts to-date.

D. Community Programming Ideas Update and Discussion

Mr. Williams reviewed his recent efforts to conduct some summer community events. All planning is currently on hold due to COVID-19.

E. Discuss Special Meeting re Feasibility Study and Spillway Design

Mr. Wenskoski and Mr. Barnett discussed Douglas County's thoughts regarding the lower and upper ponds. Douglas County noted that if the focus is on the upper pond with adequate detention on the lower pond remaining, they would take a fairly "hands off" approach. A special meeting will likely be scheduled in April or May to review design in more detail with the Board.

F. LCS Task Orders

After review and discussion, upon a motion duly made by Director Prysby, seconded by Director Wagner, and upon vote unanimously carried, the Board approved Task Orders 6, 7, 8 & 9.

G. Other

None.

### LEGAL MATTERS

A. Election Related Items

Previously discussed.

B. Update on Funding for Annual Easter Egg Hunt

Ms. James reviewed this with the Board. Discussion ensued. No action was taken and this item was tabled indefinitely. The Board agreed that future financial requests of the Board should be made in person by the requestor.



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### C. Update on Possible Encroachments

No action taken.

### 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 Purpose of Receiving Legal Advice on Special Legal Questions, if requested

No action taken.

### E. Review and Consider approval of Resolution 2020-03-02, Resolution Approving Services Agreement with Game-Set-Match, Inc.

Ms. James reviewed with the Board. After review, upon a motion duly made by Director Bendall, seconded by Director Prysby, and upon vote unanimously carried, the Board approved Resolution 2020-03-02, Resolution Approving Services Agreement with Game-Set-Match, Inc.

### F. Review and Consider Approval of Resolution 2020-03-03, Resolution Approving Services Agreement with Ark Ecological Services, LLC

Ms. James reviewed with the Board. After review, upon a motion duly made by Director Bendall, seconded by Director Prysby, and upon vote unanimously carried, the Board approved Resolution 2020-03-03, Resolution Approving Services Agreement with Ark Ecological Services, LLC.

### G. Review and Consider Approval of Resolution 2020-03-04, Resolution Approving Services Agreement with Patriot Pest Control

Ms. James reviewed with the Board. After review, upon a motion duly made by Director Bendall, seconded by Director Prysby, and upon vote unanimously carried, the Board approved Resolution 2020-03-04. Resolution Approving Services Agreement with Patriot Pest Control.

### H. Status of GMR Contract

The Board discussed and determined to move the project ahead. Upon a motion duly made by Director Brown, seconded by

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Director Wagner, and upon a vote of 3 for and 1 abstaining, the Board authorized Mr. Barnett to find a contractor to submit a bid. Ms. James will contact GMR Contracting, Inc. to let them know the Board does not need their assistance.

The Board discussed warning residents regarding social gatherings and reminding that the District is not responsible for cleaning the play equipment or the skatepark. Ms. James will draft some language. CLA will post this on the District website and work with the Board on social media.

### I. Other

None.

## ENGINEERING MATTERS

### A. Embankment Stabilization/Wetlands Planting

Mr. Barnett reviewed the approach. The Board discussed. Mr. Barnett will develop a proposal for the 2020 work which will be a multi-year, phased approach as determined by the Board.

### B. Discussion Regarding Leaking 6 Inch Main Line Valve

Mr. Barnett reviewed with the Board, indicating that Metco can repair this prior to the irrigation start-up. Mr. Barr indicated he believes the cost would be less than \$4,000 for a time and materials work order.

Upon a motion duly made by Director Prysby, seconded by Director Wagner, and upon vote unanimously carried, the Board approved a Metco work order for time and materials in an amount not to exceed \$4,000.

### C. Irrigation Plan Updates

No updates at this time.

## LANDSCAPE MAINTENANCE

### A. Metco Landscape Report

Mr. Barr reviewed the status of landscaping work in the District, noting that he would like to get the irrigation tested and ready for the season in early April.

### B. Review and Consider Approval of Proposals:

1. Annual Flower Installation Spring 2020 - \$5,482

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After review and discussion, upon a motion duly made by Director Prysby, seconded by Director Wagner, and upon vote unanimously carried, the Board approved the proposal for the annual flower installation for Spring 2020 in the amount of \$5,482.

C. Bailey Tree Updates

Ms. Jones will reach out to coordinate a meeting with Bailey Tree and Metco regarding 2019 tree replacement plantings.

D. Other

None.

**OTHER BUSINESS**

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

Upon a motion duly made by Director Prysby, seconded by Director Wagner, and upon vote unanimously carried, the Board confirmed a quorum for the April 21, 2020 Regular Meeting at the Library.

**ADJOURNMENT**

Upon a motion duly made by Director Prysby, seconded by Director Wagner, Board adjourned the meeting at 9:11 p.m.

Respectfully submitted,

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

Attest:

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

## RECORD OF PROCEEDINGS

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MINUTES OF A SPECIAL MEETING  
OF THE BOARD OF DIRECTORS OF THE  
ROXBOROUGH VILLAGE METROPOLITAN DISTRICT  
HELD  
Tuesday, March 10, 2020

A special meeting of the Board of Directors of the Roxborough Village Metropolitan District (referred to hereafter as the “Board”) was convened on Tuesday, March 10, 2020 at 6:00 p.m. at Roxborough Primary School 8000 Village Circle W, Littleton, Colorado 80125. The meeting was open to the public.

### ATTENDANCE

#### In Attendance were:

Calvin Brown  
Debbie Prysby  
Ed Wagner  
Steve Sherman  
Anna Jones; CliftonLarsonAllen, LLP  
Katie James, Esq.; Folkestad Fazekas  
Barrick & Patoile, P.C.

### CALL TO ORDER

The meeting was called to order at 6:10 p.m. by  
Director Sherman.

The format of the Special Meeting was a Town Hall with representatives from the following community entities: RVMD, Douglas County Board of County Commissioners, Douglas County Public Works and Engineering, Douglas County Sheriff, West Metro Fire Protection District, Roxborough Water and Sanitation District, Douglas County Library District, and Lamb Spring Archaeological Preserve.

Each representative took a turn to address the public and report on current projects, concerns, goals, etc. for their respective entity.

**Roxborough Village Metropolitan District:**

Represented by Director Steve Sherman; general discussion including the District's mill levy decrease for debt service.

**Douglas County Board of County Commissioners:**

Represented by Commissioner Lora Thomas; general discussion including County's .5 mill levy decrease.

**Douglas County Public Works and Engineering:**

Represented by Janet Herman, Engineer; general discussion including planned public works/road projects in the Roxborough area. Those projects include connections between Waterton Rd. and Moore Rd., two lane road at the Safeway intersection, new traffic signal at Moore Rd. and Titan Rd., possible double left turn lane across the SH 85 bridge and northbound onto 85, and widening of 85 between Sedalia and Louviers.

**Douglas County Sheriff:**

Represented by Holly Nicholson, Undersheriff to Sheriff Spurlock; general discussion including how to prevent crimes of opportunity in Douglas County (closing garages, locking doors, removing items from cars, etc.), update on additional County funding for Safety Resource Officers in schools, how the office follow up on all tips regarding school violence, and upcoming Town Hall for coronavirus response and preparedness.

**West Metro Fire Protection District:**

Represented by various personnel; general discussion including new devices in use for performing CPR, elections that are occurring on various fire boards, information on poison control telephone number.

**Roxborough Water and Sanitation District:**

Represented by Barbara Biggs, General Manager; general discussion including reference to the District's website and the goal of keeping it updated with current topics and information.

**Roxborough Village Metropolitan District:**

Represented by Director Steve Sherman; additional discussion from Director Sherman about the District's new Master Plan process and upcoming projects such as enhancements to the spillway.

**Douglas County Library District:**

Represented by Amy Fischer, Roxborough Manager; general discussion including update on branch renovations.

**Lamb Spring Archaeological Preserve:**

Represented by Steve Sherman; general discussion including information about the non-profit and tours that are scheduled for six upcoming Saturdays.

Adjourned at 8:00 p.m. by Director Sherman.

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT**

**Schedule of Cash Position**

**December 31, 2019**

**Updated as of April 16, 2020**

15

|  | <u>General<br/>Fund</u>     | <u>Debt<br/>Service Fund</u>  | <u>Capital<br/>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)                    |
| 03/02/20 - January Xcel payment                                  | (19.31)                     | -                             | -                                | (19.31)                       |
| 03/09/20 - Check # 1381  | (68.00)                     | -                             | -                                | (68.00)                       |
| 03/24/20 - Checks #1382-1392                                     | (73,278.08)                 | -                             | (16,301.50)                      | (89,579.58)                   |
| 03/25/20 - Transfer from Colotrult                               | 83,698.50                   | -                             | 16,301.50                        | 100,000.00                    |
| 03/31/20 - February Xcel payment                                 | (19.29)                     | -                             | -                                | (19.29)                       |
| 03/31/20 - Roxborough Water payments - Feb bills                 | (1,225.73)                  | -                             | -                                | (1,225.73)                    |
| 03/31/20 - February IREA Payments                                | (843.34)                    | -                             | -                                | (843.34)                      |
| <i>Anticipated payables</i>                                      | <i>(45,320.84)</i>          | -                             | <i>(8,219.50)</i>                | <i>(53,540.34)</i>            |
| <i>Anticipated ADP payroll/taxes - Jan , Feb, March</i>          | <i>(1,614.75)</i>           | -                             | -                                | <i>(1,614.75)</i>             |
| <i>Anticipated Xcel payment - March bills</i>                    | <i>(19.29)</i>              | -                             | -                                | <i>(19.29)</i>                |
| <i>Anticipated IREA payment - March bills</i>                    | <i>(839.93)</i>             | -                             | -                                | <i>(839.93)</i>               |
| <i>Anticipated Roxborough Water payment - March bills</i>        | <i>(1,225.73)</i>           | -                             | -                                | <i>(1,225.73)</i>             |
| <i>Anticipated transfer from Colotrult</i>                       | <i>46,000.00</i>            | -                             | <i>8,219.50</i>                  | <i>54,219.50</i>              |
| <i>Anticipated Balance</i>                                       | <u>50,486.80</u>            | <u>-</u>                      | <u>-</u>                         | <u>50,486.80</u>              |
| <b><u>Colotrult - Plus</u></b>                                   |                             |                               |                                  |                               |
| Balance as of 12/31/19   | 450,676.59                  | 1,161,870.97                  | 1,825,226.78                     | 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                      |
| 03/10/20 - Property/SO Taxes- Feb                                | 422,835.32                  | 347,779.49                    | -                                | 770,614.81                    |
| 03/25/20 - Transfer to FirstBank                                 | (83,698.50)                 | -                             | (16,301.50)                      | (100,000.00)                  |
| 03/27/20 - CTF   | 8,800.73                    | -                             | -                                | 8,800.73                      |
| 03/31/20 - Interest Income                                       | 1,429.73                    | 3,336.04                      | -                                | 4,765.77                      |
| 04/03/20 - IREA Capital Credit Allocation                        | 1,197.55                    | -                             | -                                | 1,197.55                      |
| <i>Anticipated PTAX- March</i>                                   | <i>42,945.13</i>            | <i>27,443.98</i>              | -                                | <i>70,389.11</i>              |
| <i>Anticipated transfer to checking</i>                          | <i>(46,000.00)</i>          | -                             | <i>(8,219.50)</i>                | <i>(54,219.50)</i>            |
| <i>Anticipated Balance</i>                                       | <u>726,669.72</u>           | <u>1,564,156.95</u>           | <u>1,759,200.11</u>              | <u>4,050,026.78</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                        |
| 03/31/20 - Interest Income                                       | -                           | 898.19                        | -                                | 898.19                        |
| <i>Anticipated Balance</i>                                       | <u>-</u>                    | <u>1,195,794.30</u>           | <u>-</u>                         | <u>1,195,794.30</u>           |
| <b><i>Anticipated Balances</i></b>                               | <b><u>\$ 777,156.52</u></b> | <b><u>\$ 2,759,951.25</u></b> | <b><u>\$ 1,759,200.11</u></b>    | <b><u>\$ 5,296,307.88</u></b> |

**Yield information (as of 03/31/20):**

First Bank - 0.0%

Colotrult Plus - 1.46%

**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        | 60,864.98            | -  | 10,431.17                | 6.03           | (913.07)              | 70,389.11            | 3.36%                              | 47.97%        | 138,944.83             | 3.52%                              | 48.57%        |
| April        | -                    | -  | -                        | -              | -                     | -                    | 0.00%                              | 47.97%        | 242,363.71             | 6.87%                              | 55.44%        |
| May          | -                    | -  | -                        | -              | -                     | -                    | 0.00%                              | 47.97%        | 319,919.86             | 9.23%                              | 64.67%        |
| June         | -                    | -  | -                        | -              | -                     | -                    | 0.00%                              | 47.97%        | 1,092,289.73           | 33.79%                             | 98.46%        |
| July         | -                    | -  | -                        | -              | -                     | -                    | 0.00%                              | 47.97%        | 60,808.27              | 0.96%                              | 99.42%        |
| August       | -                    | -  | -                        | -              | -                     | -                    | 0.00%                              | 47.97%        | 40,946.33              | 0.35%                              | 99.78%        |
| September    | -                    | -  | -                        | -              | -                     | -                    | 0.00%                              | 47.97%        | 31,451.65              | 0.05%                              | 99.83%        |
| October      | -                    | -  | -                        | -              | -                     | -                    | 0.00%                              | 47.97%        | 18,662.53              | -0.26%                             | 99.57%        |
| November     | -                    | -  | -                        | -              | -                     | -                    | 0.00%                              | 47.97%        | 26,396.63              | -0.06%                             | 99.51%        |
| December     | -                    | -  | -                        | -              | -                     | -                    | 0.00%                              | 47.97%        | 32,171.88              | 0.00%                              | 99.51%        |
| <b>Total</b> | <b>\$ 869,232.27</b> | <b>\$ -</b>                              | <b>\$ 36,221.40</b>      | <b>\$ 6.03</b> | <b>\$ (13,038.56)</b> | <b>\$ 892,421.14</b> | <b>47.97%</b>                      | <b>47.97%</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%         | \$ 471,414.23            | 47.97%                       |
| 829,326             | 45.77%         | 397,818.04               | 47.97%                       |
| <b>\$ 1,812,077</b> | <b>100.00%</b> | <b>\$ 869,232.27</b>     | <b>47.97%</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**

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All Dates

| GL Account  | Description   | Gross<br>Open Amount | Discount<br>Available | Net<br>Open Amount | Cash<br>Required |
|---|---|----------------------|-----------------------|--------------------|------------------|
| <b>CLA CliftonLarsonAllen, LLP</b>                        |   |                      |                       |                    |                  |
| Reference:  | 2403022   | Date:                | 02/29/20              | Discount exp date: |                  |
| GL AP account:  | 112500  | Due date:            | 02/29/20              | Payment term:      |                  |
| 117000  | Accounting - CliftonLarsonAllen, LLP                                      | <u>26.58</u>         |                       |                    |                  |
|   | Totals  | 26.58                | 0.00                  | 26.58              | 26.58            |
| Reference:  | 2403022   | Date:                | 02/29/20              | Discount exp date: |                  |
| GL AP account:  | 102500  | Due date:            | 02/29/20              | Payment term:      |                  |
| 107000  | Accounting - CliftonLarsonAllen, LLP                                      | <u>3,522.05</u>      |                       |                    |                  |
|   | Totals  | 3,522.05             | 0.00                  | 3,522.05           | 3,522.05         |
| Reference:  | 2441190   | Date:                | 03/31/20              | Discount exp date: |                  |
| GL AP account:  | 102500  | Due date:            | 03/31/20              | Payment term:      |                  |
| 107000  | Accounting - CliftonLarsonAllen, LLP                                      | <u>4,262.46</u>      |                       |                    |                  |
|   | Totals  | 4,262.46             | 0.00                  | 4,262.46           | 4,262.46         |
| Reference:  | 2442977   | Date:                | 03/31/20              | Discount exp date: |                  |
| GL AP account:  | 102500  | Due date:            | 03/31/20              | Payment term:      |                  |
| 107440  | District management - CliftonLarsonAllen, LLP                             | <u>18,133.20</u>     |                       |                    |                  |
|   | Totals  | 18,133.20            | 0.00                  | 18,133.20          | 18,133.20        |
| Reference:  | 2442977   | Date:                | 03/31/20              | Discount exp date: |                  |
| GL AP account:  | 302500  | Due date:            | 03/31/20              | Payment term:      |                  |
| 307440  | District management - CliftonLarsonAllen, LLP                             | <u>5,469.50</u>      |                       |                    |                  |
|   | Totals  | 5,469.50             | 0.00                  | 5,469.50           | 5,469.50         |
|   | <b>Totals for CliftonLarsonAllen, LLP</b>                                 | <u>31,413.79</u>     | <u>0.00</u>           | <u>31,413.79</u>   | <u>31,413.79</u> |
| <b>FOLKESTAD Folkestad Fazekas Barrick &amp; Patoile</b>  |   |                      |                       |                    |                  |
| Reference:  | 33441   | Date:                | 03/31/20              | Discount exp date: |                  |
| GL AP account:  | 102500  | Due date:            | 03/31/20              | Payment term:      |                  |
| 107581  | Election expense - Folkestad Fazekas Barrick & Patoile                    | <u>3,157.00</u>      |                       |                    |                  |
|   | Totals  | 3,157.00             | 0.00                  | 3,157.00           | 3,157.00         |
| Reference:  | 33440   | Date:                | 03/31/20              | Discount exp date: |                  |
| GL AP account:  | 102500  | Due date:            | 03/31/20              | Payment term:      |                  |
| 107460  | Legal services - Folkestad Fazekas Barrick & Patoile                      | <u>9,953.26</u>      |                       |                    |                  |
|   | Totals  | 9,953.26             | 0.00                  | 9,953.26           | 9,953.26         |
|   | <b>Totals for Folkestad Fazekas Barrick &amp; Patoile</b>                 | <u>13,110.26</u>     | <u>0.00</u>           | <u>13,110.26</u>   | <u>13,110.26</u> |
| <b>FOOTHILLS Foothills Park &amp; Recreation District</b> |   |                      |                       |                    |                  |
| Reference:  | SALES00000033356  | Date:                | 03/31/20              | Discount exp date: |                  |
| GL AP account:  | 102500  | Due date:            | 03/31/20              | Payment term:      |                  |
| 107600  | Foothills Park and Recreation fees - Foothills Park & Recreation District | <u>704.09</u>        |                       |                    |                  |
|   | Totals  | 704.09               | 0.00                  | 704.09             | 704.09           |
|   | <b>Totals for Foothills Park &amp; Recreation District</b>                | <u>704.09</u>        | <u>0.00</u>           | <u>704.09</u>      | <u>704.09</u>    |
| <b>IREA IREA</b>  |   |                      |                       |                    |                  |
| Reference:  | 21419100  | Date:                | 03/31/20              | Discount exp date: |                  |
| GL AP account:  | 102500  | Due date:            | 03/31/20              | Payment term:      |                  |

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

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All Dates

| GL Account             | Description  | Gross<br>Open Amount | Discount<br>Available | Net<br>Open Amount | Cash<br>Required |
|------------------------|--|----------------------|-----------------------|--------------------|------------------|
| 107701                 | Utilities - IREA   | 48.00                |                       |                    |                  |
|                        | Totals   | 48.00                | 0.00                  | 48.00              | 48.00            |
| Reference:             | 23509300   | Date:                | 03/31/20              | Discount exp date: |                  |
| GL AP account:         | 102500   | Due date:            | 03/31/20              | Payment term:      |                  |
| 107701                 | Utilities - IREA   | 18.00                |                       |                    |                  |
|                        | Totals   | 18.00                | 0.00                  | 18.00              | 18.00            |
| Reference:             | 26129901   | Date:                | 03/31/20              | Discount exp date: |                  |
| GL AP account:         | 102500   | Due date:            | 03/31/20              | Payment term:      |                  |
| 107701                 | Utilities - IREA   | 21.00                |                       |                    |                  |
|                        | Totals   | 21.00                | 0.00                  | 21.00              | 21.00            |
| Reference:             | 85311102   | Date:                | 03/31/20              | Discount exp date: |                  |
| GL AP account:         | 102500   | Due date:            | 03/31/20              | Payment term:      |                  |
| 107701                 | Utilities - IREA   | 504.00               |                       |                    |                  |
|                        | Totals   | 504.00               | 0.00                  | 504.00             | 504.00           |
| Reference:             | 25782000   | Date:                | 03/31/20              | Discount exp date: |                  |
| GL AP account:         | 102500   | Due date:            | 03/31/20              | Payment term:      |                  |
| 107701                 | Utilities - IREA   | 30.00                |                       |                    |                  |
|                        | Totals   | 30.00                | 0.00                  | 30.00              | 30.00            |
| Reference:             | 85350300   | Date:                | 03/31/20              | Discount exp date: |                  |
| GL AP account:         | 102500   | Due date:            | 03/31/20              | Payment term:      |                  |
| 107701                 | Utilities - IREA   | 21.00                |                       |                    |                  |
|                        | Totals   | 21.00                | 0.00                  | 21.00              | 21.00            |
| Reference:             | 21367302   | Date:                | 03/31/20              | Discount exp date: |                  |
| GL AP account:         | 102500   | Due date:            | 03/31/20              | Payment term:      |                  |
| 107701                 | Utilities - IREA   | 21.57                |                       |                    |                  |
|                        | Totals   | 21.57                | 0.00                  | 21.57              | 21.57            |
| Reference:             | 25968000   | Date:                | 03/31/20              | Discount exp date: |                  |
| GL AP account:         | 102500   | Due date:            | 03/31/20              | Payment term:      |                  |
| 107701                 | Utilities - IREA   | 21.79                |                       |                    |                  |
|                        | Totals   | 21.79                | 0.00                  | 21.79              | 21.79            |
| Reference:             | 85210100   | Date:                | 03/31/20              | Discount exp date: |                  |
| GL AP account:         | 102500   | Due date:            | 03/31/20              | Payment term:      |                  |
| 107701                 | Utilities - IREA   | 130.86               |                       |                    |                  |
|                        | Totals   | 130.86               | 0.00                  | 130.86             | 130.86           |
| Reference:             | 85311000   | Date:                | 03/31/20              | Discount exp date: |                  |
| GL AP account:         | 102500   | Due date:            | 03/31/20              | Payment term:      |                  |
| 107701                 | Utilities - IREA   | 23.71                |                       |                    |                  |
|                        | Totals   | 23.71                | 0.00                  | 23.71              | 23.71            |
| <b>Totals for IREA</b> |  | <u>839.93</u>        | <u>0.00</u>           | <u>839.93</u>      | <u>839.93</u>    |
| <b>LEONARDRICE</b>     | <b>Leonard Rice Engineers, Inc.</b>                      |                      |                       |                    |                  |
| Reference:             | 14447  | Date:                | 03/31/20              | Discount exp date: |                  |
| GL AP account:         | 302500   | Due date:            | 03/31/20              | Payment term:      |                  |
| 307859                 | Water rights enhancements - Leonard Rice Engineers, Inc. | 2,750.00             |                       |                    |                  |
|                        | Totals   | 2,750.00             | 0.00                  | 2,750.00           | 2,750.00         |

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

All Dates

| GL Account                                     | Description  | Gross<br>Open Amount | Discount<br>Available | Net<br>Open Amount | Cash<br>Required |
|--|--|----------------------|-----------------------|--------------------|------------------|
| <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>METCO</b>                                   | <b>METCO LANDSCAPE, INC.</b>   |                      |                       |                    |                  |
| Reference:                                     | 546030   | Date:                | 03/31/20              | Discount exp date: |                  |
| GL AP account:                                 | 102500   | Due date:            | 03/31/20              | Payment term:      |                  |
| 107596   | Snow removal - METCO LANDSCAPE, INC.                                 | <u>1,440.00</u>      |                       |                    |                  |
|  | Totals   | 1,440.00             | 0.00                  | 1,440.00           | 1,440.00         |
| <b>Totals for METCO LANDSCAPE, INC.</b>        |  | <u>1,440.00</u>      | <u>0.00</u>           | <u>1,440.00</u>    | <u>1,440.00</u>  |
| <b>PATRIOT</b>                                 | <b>Patriot Pest Control, LLC</b>                                     |                      |                       |                    |                  |
| Reference:                                     | 964054   | Date:                | 04/01/20              | Discount exp date: |                  |
| GL AP account:                                 | 102500   | Due date:            | 04/01/20              | Payment term:      |                  |
| 107589   | Mosquito control - Patriot Pest Control, LLC                         | <u>2,000.00</u>      |                       |                    |                  |
|  | Totals   | 2,000.00             | 0.00                  | 2,000.00           | 2,000.00         |
| <b>Totals for Patriot Pest Control, LLC</b>    |  | <u>2,000.00</u>      | <u>0.00</u>           | <u>2,000.00</u>    | <u>2,000.00</u>  |
| <b>QUEST</b>                                   | <b>Quest Inc</b>   |                      |                       |                    |                  |
| Reference:                                     | 2001167-08   | Date:                | 01/31/20              | Discount exp date: |                  |
| GL AP account:                                 | 102500   | Due date:            | 01/31/20              | Payment term:      |                  |
| 107804   | Landscape improvement - Quest Inc                                    | <u>1,595.00</u>      |                       |                    |                  |
|  | Totals   | 1,595.00             | 0.00                  | 1,595.00           | 1,595.00         |
| <b>Totals for Quest Inc</b>                    |  | <u>1,595.00</u>      | <u>0.00</u>           | <u>1,595.00</u>    | <u>1,595.00</u>  |
| <b>ROXWATERSAN</b>                             | <b>Roxborough Water &amp; San District</b>                           |                      |                       |                    |                  |
| Reference:                                     | 7122381  | Date:                | 03/31/20              | Discount exp date: |                  |
| GL AP account:                                 | 102500   | Due date:            | 03/31/20              | Payment term:      |                  |
| 107702   | Nonpotable water purchase usage -<br>Roxborough Water & San District | <u>100.39</u>        |                       |                    |                  |
|  | Totals   | 100.39               | 0.00                  | 100.39             | 100.39           |
| Reference:                                     | 7121316  | Date:                | 03/31/20              | Discount exp date: |                  |
| GL AP account:                                 | 102500   | Due date:            | 03/31/20              | Payment term:      |                  |
| 107702   | Nonpotable water purchase usage -<br>Roxborough Water & San District | <u>94.71</u>         |                       |                    |                  |
|  | Totals   | 94.71                | 0.00                  | 94.71              | 94.71            |
| Reference:                                     | 7122027  | Date:                | 03/31/20              | Discount exp date: |                  |
| GL AP account:                                 | 102500   | Due date:            | 03/31/20              | Payment term:      |                  |
| 107702   | Nonpotable water purchase usage -<br>Roxborough Water & San District | <u>189.42</u>        |                       |                    |                  |
|  | Totals   | 189.42               | 0.00                  | 189.42             | 189.42           |
| Reference:                                     | 7124611  | Date:                | 03/31/20              | Discount exp date: |                  |
| GL AP account:                                 | 102500   | Due date:            | 03/31/20              | Payment term:      |                  |
| 107702   | Nonpotable water purchase usage -<br>Roxborough Water & San District | <u>94.71</u>         |                       |                    |                  |
|  | Totals   | 94.71                | 0.00                  | 94.71              | 94.71            |
| Reference:                                     | 7122162  | Date:                | 03/31/20              | Discount exp date: |                  |
| GL AP account:                                 | 102500   | Due date:            | 03/31/20              | Payment term:      |                  |
| 107702   | Nonpotable water purchase usage -<br>Roxborough Water & San District | <u>746.50</u>        |                       |                    |                  |
|  | Totals   | 746.50               | 0.00                  | 746.50             | 746.50           |

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

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All Dates

| GL Account  | Description                                       | Gross<br>Open Amount | Discount<br>Available | Net<br>Open Amount | Cash<br>Required |
|---|---|----------------------|-----------------------|--------------------|------------------|
| <b>Totals for Roxborough Water &amp; San District</b> |   | <u>1,225.73</u>      | <u>0.00</u>           | <u>1,225.73</u>    | <u>1,225.73</u>  |
| <b>UNCC</b>   | <b>Utility Notification Center of CO</b>          |                      |                       |                    |                  |
| Reference:  | 219120897   | Date:                | 12/31/19              | Discount exp date: |                  |
| GL AP account:  | 102500  | Due date:            | 12/31/19              | Payment term:      |                  |
| 107480  | Miscellaneous - Utility Notification Center of CO | <u>29.82</u>         |                       |                    |                  |
|   | Totals  | 29.82                | 0.00                  | 29.82              | 29.82            |
| <b>Totals for Utility Notification Center of CO</b>   |   | <u>29.82</u>         | <u>0.00</u>           | <u>29.82</u>       | <u>29.82</u>     |
| <b>UNITED SITE</b>                                    | <b>United Site Services</b>                       |                      |                       |                    |                  |
| Reference:  | 114-10050494                                      | Date:                | 03/31/20              | Discount exp date: |                  |
| GL AP account:  | 102500  | Due date:            | 03/31/20              | Payment term:      |                  |
| 107599  | Portable restrooms - United Site Services         | <u>120.00</u>        |                       |                    |                  |
|   | Totals  | 120.00               | 0.00                  | 120.00             | 120.00           |
| Reference:  | 114-10050496                                      | Date:                | 03/31/20              | Discount exp date: |                  |
| GL AP account:  | 112500  | Due date:            | 03/31/20              | Payment term:      |                  |
| 117599  | Portable restrooms - United Site Services         | <u>120.00</u>        |                       |                    |                  |
|   | Totals  | 120.00               | 0.00                  | 120.00             | 120.00           |
| Reference:  | 114-10164494                                      | Date:                | 04/30/20              | Discount exp date: |                  |
| GL AP account:  | 102500  | Due date:            | 04/30/20              | Payment term:      |                  |
| 107599  | Portable restrooms - United Site Services         | <u>128.69</u>        |                       |                    |                  |
|   | Totals  | 128.69               | 0.00                  | 128.69             | 128.69           |
| Reference:  | 114-10164497                                      | Date:                | 04/30/20              | Discount exp date: |                  |
| GL AP account:  | 112500  | Due date:            | 04/30/20              | Payment term:      |                  |
| 117599  | Portable restrooms - United Site Services         | <u>128.69</u>        |                       |                    |                  |
|   | Totals  | 128.69               | 0.00                  | 128.69             | 128.69           |
| <b>Totals for United Site Services</b>                |   | <u>497.38</u>        | <u>0.00</u>           | <u>497.38</u>      | <u>497.38</u>    |
| <b>Company Totals</b>                                 |   | <u>55,606.00</u>     | <u>0.00</u>           | <u>55,606.00</u>   | <u>55,606.00</u> |

**RESOLUTION NO. 2020-04-\_\_\_\_  
OF THE BOARD OF DIRECTORS OF  
ROXBOROUGH VILLAGE METROPOLITAN DISTRICT  
DOUGLAS COUNTY, COLORADO**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF ROXBOROUGH VILLAGE  
METROPOLITAN DISTRICT, DOUGLAS COUNTY, COLORADO, APPROVING  
FINAL MASTER PLAN**

WHEREAS, the Board of Directors of Roxborough Village Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), has made a determination that it would be beneficial to the District to approve the final Master Plan provided by Livable Cities Studio, Inc. via email to the Board on April 16, 2020.

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

That the final Master Plan dated April 16, 2020 and referenced in the email attached hereto as **Exhibit A**, is hereby approved, and the appropriate consultants of the District are hereby authorized and directed to disseminate such information to the public.

APPROVED AND ADOPTED this 21<sup>st</sup> day of April, 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

**EXHIBIT A**  
FINAL MASTER PLAN

# Before



# After



**Suazo, Kathy**

---

**From:** Katie James <james@ffcolorado.com>  
**Sent:** Thursday, April 16, 2020 12:16 PM  
**To:** Suazo, Kathy; Jones, Anna  
**Cc:** Tina Vildibill  
**Subject:** [External] Update on late property tax payments and delinquent interest



Think Security  
at CLA

This email originated from an external source.

Kathy/Anna,

Please include this email in the Board Packet to update the Directors on the status of property tax payments and waiver of delinquent interest, due to COVID-19. There is no Order that allows for suspension or waiver of property tax payments, but there is an order regarding suspension or waiver of delinquent interest. The first paragraph below was the initial posting on the Douglas County Treasurer's website, from late March.

*“On March 20, 2020, Governor Polis issued Executive Order #D 2020-012 authorizing the County Treasurer to suspend or waive delinquent interest that may accrue pursuant to the provision of § 39-10-104.5. Interest for late first half payments – We will waive interest for late first half payments, made after March 20 through April 20. Should the order be extended we will make a determination at that point on how to proceed.”*

The paragraph below is the current posting on the Douglas County Treasurer's website.

*“Executive Order D 2020 031 issued by Governor Polis states in part,*

*“Any action by a Treasurer to waive delinquent interest shall be made with advance notice to any entity that imposes a mill levy within the county and shall be made available on the Treasurer's website, electronic mail, or automated messages. This Executive Order does not authorize County Treasurers to waive delinquent interest pursuant to the provisions of C.R.S. § 39-10-104.5 that accrues after April 30, 2020.”*

*Pursuant to this Executive Order authorizing treasurers to waive certain delinquent interest the Douglas County Treasurer will waive such delinquent interest through April 30, 2020. We will reevaluate the situation on or before May 1, 2020.”*

The summary is that we will need to look for updates after May 1 regarding any additional time for waiving interest for late property tax payments.

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)



*CONFIDENTIALITY NOTICE: This e-mail transmission, and any documents, files, or previous e-mail messages attached to it, may contain confidential information, some or all of which may be legally privileged. If you are not the intended recipient or a person responsible for delivering it to the intended recipient, please be advised that any disclosure, copying, distribution, or use of any of the information contained in or attached to this e-mail transmission is prohibited. If you have received this e-mail transmission in error, please immediately notify us by reply e-mail or via telephone or facsimile, and destroy the original e-mail transmission and its attachments. To ensure compliance with requirements imposed by the IRS, we inform you that any federal tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for purposes of (i) avoiding penalties under the Internal Revenue code, or (ii) promoting, marketing or recommending to another party any transaction or tax-related matter addressed herein. Thank you in advance for your cooperation.*



Aaron W. Barrick  
Marc C. Patoile  
Kathryn T. James  
Matthew S. Patton  
Lindsay J. Miller  
Joe D. Kinlaw, II  
Lauren O. Patton

---

Ernest F. Fazeкас, II  
1947-2016

April 20, 2020

SENT VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Robert and Laura Bingham  
7573 Jared Way  
Littleton, Colorado 80125

Re: Encroachment into a District owned open space parcel adjacent to Imperial Homes at Roxborough Village Filing 2  
By 7573 Jared Way, Littleton, Colorado 80125  
Lot 4, Block 1, Imperial Homes at Roxborough Village #2

Dear Mr. and Mrs. Bingham:

As you may recall our firm represents Roxborough Village Metropolitan District (“the District”). This correspondence is a follow up to the prior correspondence from my office, dated October 30, 2019. In that correspondence I addressed your encroachment on a District owned open space parcel adjacent to Imperial Homes at Roxborough Village Filing 2. The encroachments are certain landscaping and a fence which are located outside the boundary of your lot and in our open space.

We have not received any response from you regarding the encroachments, nor does it appear that the encroachments have been removed. Our next step will be to have a survey performed, at your expense, to confirm whether you are in fact encroaching on the District’s Property.

We have contacted Bell Surveying and they estimate that a field verified Boundary Survey of your residence will cost between \$1,500.00 - \$1,800.00.

If you have any information you want to share with the District, or if you want to further address this matter, please contact our office within fourteen (14) days from the date of this letter. If the District does not receive a response from you, we will proceed with the survey and will invoice you accordingly.

office. 303.688.3045 • fax. 303.688.3189

18 South Wilcox Street, Suite 200

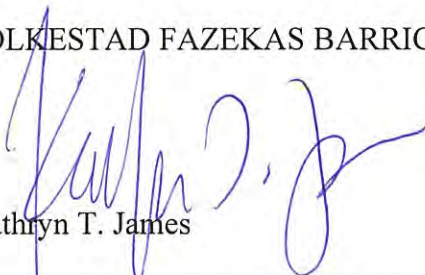
Castle Rock, Colorado 80104-1909

ffcolorado.com

Thank you in advance for your cooperation.

Sincerely,

FOLKESTAD FAZEKAS BARRICK & PATOILE, P.C.

  
Kathryn T. James

cc: Anna Jones, District Manager  
Scott Barnett

## Memorandum

To: Roxborough Village Metropolitan District Board of Directors  
From: Katie James  
Re: Playground replacements  
Date: 4/17/20

---

The question has come up recently about the District's responsibility for play structure replacement (or repair) in Crystal Lake Park. More on the precise current question below. The question sparked a larger policy question in discussion among consultants, however. It seems it would be very helpful to have a District wide policy on playgrounds/play structures and whether the District intends to take full responsibility for replacement/repair going forward, or not.

As Anna, Scott, Todd, and I have discussed, this question of play structure replacement is very timely due to 1) age of playgrounds in the District; and 2) the Master Plan process. Age is requiring this question to come up generally around the District. The Master Plan evaluated all District playgrounds, whether District responsibility or not, and also makes recommendations on future changes including different types of play structures due to current trends and also to create a cohesive theme around the District. It appears to be a good time for the Board to consider an overall policy, or to direct a Tract by Tract analysis and Tract by Tract policy, or similar. This would give clarity to the District manager and to the future Board members, on how to approach play structures going forward. I believe the consultants generally advise the District undertake the responsibility District wide, but that is a Board decision to make, so here are some details.

There was a request by the manager of the 16-A HOA for the District to replace a play structure there. First, we have determined that the Crystal Lake Park area is on Tract K, Filing 16-A and the District has a license agreement with the 16-A HOA for maintenance on the Tract. I am attaching the relevant License Agreement here.

The License Agreement gives the District the "responsibility for the maintenance of the Tracts and the landscape improvements and trails constructed thereon." The License Agreement also states "the District shall not accept responsibility for maintenance of improvements of any nature within the Tracts not installed by the District including but not limited to, drainage facilities and improvements."

Under the terms of the license agreement, the District "shall not" accept responsibility for the play structures in the park unless the District installed them (or if the District prefers to define play structures under "landscape improvements"). I do not believe the District installed the play structures. The question becomes, how does the Board want to define play structures going forward? Do you include those in your responsibility for "landscape improvements?" Or do you distinguish play structures and perhaps other physical structures (tables, gazebos, for example) from landscape improvements and leave them in the category of "improvements of any nature not installed by the District" and place responsibility on the HOA that actually owns the parcel?

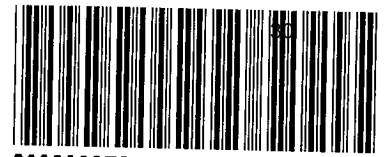
For comparison, we reviewed the situation from last year where the Board decided to replace a play structure in Tract B, Chatfield Farms Filing No. 1-A. The District has responsibility for that

Tract under an Easement Agreement that I am also attaching here. Under the Easement Agreement, the District is “permit[ed]... to operate and maintain a public park on Tract B and, at [the District’s] option, install, construct, reconstruct, operate, use, maintain, repair, replace, and/or remove any facilities an appurtenances reasonably related to such operation and maintenance (the “Park Improvements”).”

You will notice that the language for the responsibility/permitted use by the District are different between the 2 relevant Tract documents. The Tract B in Chatfield Farms is clear—the District can decide whether to replace (or repair) a play structure. The HOA there doesn’t have any responsibility to replace or repair, but neither does the District. The Track K in 16-A is clear that the District “shall not accept responsibility for maintenance of improvements....not installed by the District.” The District has no express obligation for replacing (or repairing) a park improvement in Chatfield Farms. The District does have responsibility (not an option) to maintain “landscape improvements” in 16-A but expressly does not have responsibility to maintain (or replace) a park structure improvement. Under the license agreement, the 16-A HOA likewise does not have an express responsibility to replace or repair a park improvement.

The language between the 2 Tract documents is different, and likely the intentions at the time of agreement were different. But the implication for now is the same, in my opinion. The District can choose to replace a play structure in Chatfield Farms and it can choose to replace (install) a play structure at Crystal Lake park if the HOA agrees (and here, the HOA is requesting it). NOTE—if the District decides to take on play structure replacement in Crystal Lake Park, an amendment to the license agreement is needed and we should also discuss an easement agreement as being more appropriate. Those details can follow the larger policy decision by the Board.

DOUGLAS COUNTY  
CLERK AND RECORDER  
301 WILCOX ST.  
CATLE ROCK, CO 80104



2002083729 5 PGS

OFFICIAL RECORDS  
DOUGLAS COUNTY CO  
CAROLE R. MURRAY  
CLERK & RECORDER  
RECORDING FEE: \$20.00  
5 PGS

# 2002083729  
08/21/2002 09:31 AM

THIS SPACE IS FOR RECORDER'S USE ONLY

Easement Agreement

(PLEASE FILL IN DOCUMENT TITLE (S) ON THIS LINE)

COURTESY OF DOUGLAS COUNTY CLERK AND RECORDER  
THIS PAGE IS ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION  
(Additional recording fee will apply as of 9/01/02)

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT  
EASEMENT AGREEMENT  
CHATFIELD FARMS FILING NO. 1-A**

THIS EASEMENT AGREEMENT ("Easement Agreement") is made and entered into this 14 day of JUNE, 2002, by and between CHATFIELD FARMS FILING NO.1-A HOMEOWNERS' ASSOCIATION, INC., a Colorado nonprofit corporation whose address is c/o Land Securities Investors, Ltd., 10901 W. Toller Drive, Littleton, Colorado 80127 ("Grantor"), and ROXBOROUGH VILLAGE METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado ("Grantee").

Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells and conveys to District, its successors, and assigns, subject to the terms and conditions provided herein, a perpetual non-exclusive easement in gross (the "Easement") in, over, under, and through the parcel of real property located within Douglas County, Colorado, more particularly described as Tract B, Chatfield Farms Filing No. 1-A ("Tract B").

Grantor represents and warrants to District that it is the sole owner of Tract B. Grantor will warrant and defend the title to Grantee, its successors, and assigns against all persons claiming to hold title to the Easement by, through, or under Grantor.

As further consideration, the Easement granted by Grantor, and is accepted by Grantee, pursuant to the following terms and conditions:

1. The Easement is granted to permit Grantee to operate and maintain a public park on Tract B (the "Park") and, at its option, install, construct, reconstruct, operate, use, maintain, repair, replace, and/or remove any facilities and appurtenances reasonably related to such operation and maintenance (the "Park Improvements"). Grantee shall operate and maintain the Park to the same standard as it operates and maintains other public parks in the Roxborough Village Metropolitan District, subject to the following:

(a) Until the time of final acceptance by Douglas County of the Subdivision Improvements, as defined in the Subdivision Improvements Agreement between the Douglas County Board of County Commissioners and the developer of Chatfield Farms Filing No. 1-A, and until a satisfactory inspection of Tract B is conducted by Grantee, Grantor, and not Grantee, shall be responsible for all maintenance of the Park and any improvements located therein at its sole expense.

(b) Grantee will not be responsible for the maintenance of any improvements located on Tract B, including any drainage facilities or improvements, other than the Park Improvements.

2. The Easement shall be for the use and benefit of Grantee, its successors, and assigns. Grantor may grant to others the rights to use Tract B, so long as such uses are not inconsistent with

and do not interfere with the use of Tract B by Grantee as a public park. Any person or entity acting through or with the authorization or permission of Grantor shall obtain Grantee's written consent prior to any land disturbance within Tract B to minimize the possibility of any damage to or destruction of the Park Improvements, and shall restore any portion of the surface of Tract B, or the improvements located thereon, that have been disturbed to the same condition they were in immediately prior to the disturbance.

3. Grantee is hereby granted the right of subjacent and lateral support for the Park Improvements. It is specifically agreed between the parties that, except as provided in this Easement Agreement, Grantor shall not take any action that would impair the lateral or subjacent support for the Park Improvements.

4. Each and every one of the benefits and burdens of this Easement Agreement shall inure to and be binding upon the respective successors and assigns of Grantor and Grantee.

5. The rights and responsibilities set forth in this Easement Agreement are intended to be real covenants on the Easement Premises, and are to run with the land until the Easement is extinguished pursuant to the terms set forth herein.

6. In the event that legal action is instituted to enforce any of the provisions of this Easement Agreement, the prevailing party shall recover from the non-prevailing party its reasonable attorney fees and court costs, as determined by the court.

7. Any notice, request or demand under this Agreement shall be in writing and shall be deemed given, received and served (a) upon personal delivery or upon transmission by telecopier or similar facsimile transmission device, (b) on the third business day after mailing, postage prepaid, by registered or certified mail, return receipt requested, or (c) on the first business day after receipted delivery to a nationally recognized courier service which guarantees next-business-day delivery, delivery charges prepaid, in each case addressed as follows:

IF TO GRANTOR:

Alan R. Fishman, President  
 Chatfield Farms Filing No.1-A Homeowners'  
 Association, Inc.  
 c/o Land Securities Investors, Ltd.  
 10901 W. Toller Drive  
 Littleton, Colorado 80127

IF TO DISTRICT:

Roxborough Village Metropolitan District  
 Attention: Dave Yamada, Manager  
 R.S. Wells, L.L.C.  
 Fiddler's Green Center, Building 1  
 6399 South Fiddler's Green Circle, Suite 102



Greenwood Village, Colorado 80111-4974

WITH A COPY TO:

Ernie Fazekas  
Folkestad & Fazekas, P.C.  
316 Wilcox Street  
Castle Rock, Colorado 80104

or at such other address as the parties may hereafter, from time to time, designate by written notice to the other parties, given in accordance herewith.

8. Grantee shall exercise the rights granted hereunder in a safe, quiet, and orderly manner in compliance with all applicable laws, ordinances, and governmental regulations.

9. If any clause, provision, subparagraph, or paragraph set forth in this Easement Agreement is illegal, invalid, or unenforceable under present or future applicable laws, it is the intention of Grantor and Grantee hereto that the remainder of this Easement Agreement shall not be affected thereby.

10. The terms and provisions contained in this Easement Agreement shall be governed and construed in accordance with the laws of the State of Colorado.

11. In addition to other rights and remedies afforded the parties herein, violation or breach of any covenant or agreement herein contained, or of the terms of any easement herein granted, by either party shall give to the other party the right to seek injunctive relief from any court of competent jurisdiction to enjoin or compel the cessation of such violation or breach, and to seek damages therefor. All remedies provided herein at law and in equity shall be cumulative and non-exclusive.

12. Except as otherwise provided herein, this Easement Agreement may be modified, altered, amended or terminated only by written agreement of Grantor and Grantee, or their respective successors and assigns.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Easement Agreement the day and year first appearing herein.

GRANTOR:



CHATFIELD FARMS FILING NO.1-A  
HOMEOWNERS' ASSOCIATION, INC.,  
a Colorado non-profit corporation

By: Alan R. Fishman, President

STATE OF COLORADO )  
 ) ss.  
COUNTY OF Denver )

The foregoing instrument was acknowledged before me this 14 day of June, 2002, by Alan R. Fishman, President of Chatfield Farms Filing No.1-A Homeowners' Association, Inc., as Grantor.

Witness my hand and official seal.

My commission expires: 1-23-2005



Richard Silverstein  
Notary Public

DISTRICT:

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

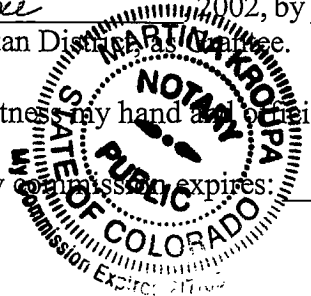
By: David Heldt, President

STATE OF COLORADO )  
 ) ss.  
COUNTY OF Larimer )

The foregoing instrument was acknowledged before me this 14th day of June, 2002, by David Heldt, President of Roxborough Village Metropolitan District, as

Witness my hand and official seal.

My commission expires: 2/7/05



Martina Kroppa  
Notary Public

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT  
LICENSE AGREEMENT  
FILING 16-A**

THIS LICENSE AGREEMENT is made and entered into effective the 9th day of October, 2001, by and between ROXBOROUGH VILLAGE METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision organized and existing under the laws of the State of Colorado (the "District"), and ROXBOROUGH VILLAGE FILING NO. 16-A HOMEOWNERS' ASSOCIATION, INC., a Colorado not-for-profit corporation ("Licensor").

**RECITALS**

A. Licensor is the owner of certain properties located in Roxborough Village Filing No. 16-A dedicated to it pursuant to the plat of said filing as recorded on October 4, 1999, at Reception No. 99084978 in the public records of Douglas County, Colorado (the "Plat").

B. The District has agreed to maintain landscape improvements and trails within Tracts owned by Licensor, in accordance with the terms of this License Agreement ("Agreement").

**NOW, THEREFORE**, in consideration of the foregoing and the terms and conditions of this License Agreement as set forth below, the parties agree as follows:

1. **LICENSOR OWNERSHIP OF TRACTS.** Licensor represents that it is the owner of Tracts A, A-A, B, B-B, C, C-C, D, D-1, E-E, F, G, K, K2, U, V, Y, and Z (the "Tracts") pursuant to the dedication of said Tracts pursuant to the Plat.

2. **GRANT OF LICENSE.** Licensor hereby grants to District a license to enter upon the Tracts for the purpose of maintaining landscape improvements and trails. The District shall maintain landscape improvements and trails within the Tracts to the same standard and under the same conditions as it maintains similar landscape improvements and trails located elsewhere throughout the District, subject to the following conditions. Until the time of final acceptance by Douglas County of the Subdivision Improvements, as defined in the Subdivision Improvements Agreement between the developer of Roxborough Village Filing No. 16-A and Douglas County, Licensor shall be responsible for the maintenance of the Tracts and all expenses incurred with respect to landscape and trail improvements, if any, within the Tracts. At the time of final acceptance by Douglas County of the Subdivision Improvements, and subject to satisfactory inspection by the District, the District shall assume the responsibility for the maintenance of the Tracts and the landscape improvements and trails constructed thereon. Except as set forth above, the District shall not accept responsibility for maintenance of improvements of any nature within the Tracts not installed by the District including, but not limited to, drainage facilities and improvements.

3. **DRAINAGE FACILITIES.** District shall mow grass or turf located within any drainage swales or detention basins. Licensor agrees that it shall be responsible for all expenses incurred with respect to any drainage facilities or improvements located within the Tracts.

4. **TERM AND TERMINATION.** The original term of this License shall commence on the effective date hereof and shall terminate on the last day of the District's current budget year. The License shall be deemed to continue for successive renewal terms of one year each, in perpetuity, unless District fails to appropriate sufficient funds to perform its duties hereunder for the next succeeding renewal term in which case this License shall terminate at the end of the then current term. If this License is terminated because of non-appropriation, District agrees to give notice of termination thirty (30) days prior to the end of the then current term but failure to give such notice shall not extend the License beyond such term.

This License may be terminated by Licensor upon not less than 30 days notice of termination given to District.

This License shall be terminated immediately without further action of either party in the event that it is determined by a court of competent jurisdiction to be invalid or unenforceable for any reason.

5. **RECORDATION.** This Agreement may be recorded in the real property records of the office of the Clerk and Recorder of Douglas County, Colorado.

6. **CAPTIONS.** The titles, headings, and captions used in this License Agreement are intended solely for convenience and reference and shall not be considered in construing any of the provisions of this Agreement.

7. **NOTICES.** Any notice, request or demand under this Agreement shall be in writing and shall be deemed given, received and served (a) upon personal delivery or upon transmission by telecopier or similar facsimile transmission device, (b) on the third business day after mailing, postage prepaid, by registered or certified mail, return receipt requested, or (c) on the first business day after receipted delivery to a nationally recognized courier service which guarantees next-business-day delivery, delivery charges prepaid, in each case addressed as follows:

If to the District:

Roxborough Village Metropolitan District  
 Attention: Bob Blodgett, Manager  
 R. S. Wells, L.L.C.  
 Fiddler's Green Center, Building 1  
 6399 South Fiddler's Green Circle, Suite 102  
 Greenwood Village, Colorado 80111-4974

With a copy to:

Ernie Fazekas  
Folkestad & Fazekas, P.C.  
316 Wilcox Street  
Castle Rock, Colorado 80104

If to the Licensor:

Roxborough Village Filing No. 16-A  
Homeowners' Association, Inc.  
Attention: Miles R. Grant  
Ramstar Development, Inc.  
110 Willow Leaf Drive  
Littleton, Colorado 80127

With a copy to:

Ronald J. Snow  
McGloin, Davenport, Severson and Snow  
Hudson's Bay Centre  
Suite 1600  
1600 Stout Street  
Denver, Colorado 80202

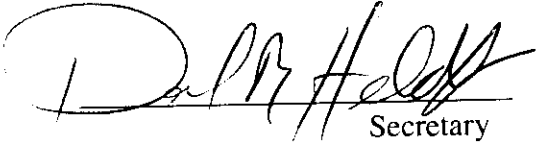
or at such other address as the parties may hereafter, from time to time, designate by written notice to the other parties, given in accordance herewith.

8. **COLORADO LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.


9. **AUTHORITY.** Each of the signatories hereto represents that he or she is fully authorized to enter into this License Agreement, and that all necessary authorizations, approvals and resolutions have been issued.

IN WITNESS WHEREOF, the Licensor and the District have caused this Agreement to be executed as of the day and year first set forth above.

Attest:

  
Secretary

ROXBOROUGH VILLAGE  
METROPOLITAN DISTRICT

By   
Linda K. Goodrich, President

STATE OF COLORADO    )  
  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2001 by Linda K. Goodrich as President of Roxborough Village Metropolitan District.

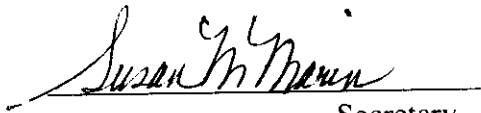
Witness my hand and official seal.

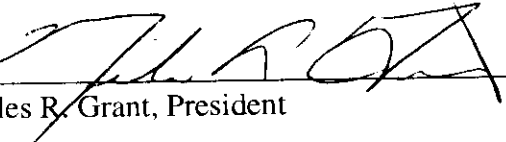
My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

ROXBOROUGH VILLAGE FILING NO. 16-A  
HOMEOWNERS' ASSOCIATION, INC.

Attest:

  
Secretary

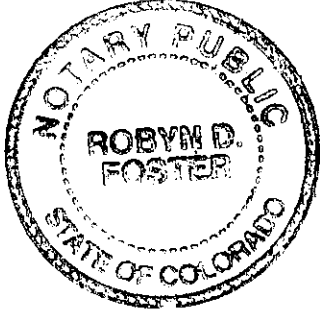
By   
Miles R. Grant, President

STATE OF COLORADO )  
City of ) ss.  
COUNTY OF Denver )

The foregoing instrument was acknowledged before me this 17th day of October, 2001 by Miles R. Grant as President of Roxborough Village Filing No. 16-A Homeowners' Association, Inc.

Witness my hand and official seal.

My commission expires: 2/22/05



Robyn D. Foster  
Notary Public

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

**A RESOLUTION RATIFYING EXPENDITURES FOR SIGNS TO CLOSE PARKS**

The Board of Directors (the “Board”) of the Roxborough Village Metropolitan District (the “District”) has rules and regulations for the District (“Rules and Regulations”) to govern the control, management and operations of the District.

Pursuant to C.R.S. §32-1-1001(1)(m), the Board has the power for and on behalf of the District to adopt, amend, and enforce rules and regulations not in conflict with the constitution and laws of this state for carrying on the business, objects, and affairs of the Board and of the District.

WHEREAS, on March 26, 2020, the Tri-County Health Department issued a “Stay -at-home” Order. Pursuant to that Order, the Board issued a compliance message to all residents and has closed all parks and recreation spaces pursuant to the Order. A copy of such message is attached hereto as **Exhibit A**.

The Board has determined that it is in the best interest of the customers of the District to post signage regarding these closures due to non-compliance.

THEREFORE, be it resolved by the Board of the District that the expenditure of \$\_\_\_\_\_ to purchase park signage is hereby ratified and approved.

RATIFIED this 21<sup>st</sup> day of April, 2020.

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





ROXBOROUGH VILLAGE METROPOLITAN DISTRICT  
 8390 E. CRESCENT PKWY, STE 300  
 GREENWOOD VILLAGE, CO 80111  
 Main 303-779-5710, Fax 303-779-0348

03/26/2020

Re: COVID-19

Dear Roxborough Residents and Visitors:

Tri-County Health Department issued a "Stay-at-home" Order for all Douglas, Adams and Arapahoe residents effective March 26, 2020 at 8:00 a.m. due to the spreading COVID-19 virus (hereinafter, the "Tri County Health Order"). The Colorado Department of Public Health and Environment issued Amended Public Health Order 20-24 Implementing the Colorado Governor's Executive Order of March 25, 2020 Ordering Coloradans to Stay at Home due to the Presence of COVID-19 in the State (hereinafter, the "State Order").

To comply with both Orders, Roxborough parks and recreation spaces will be treated as follows:

- Parks will remain OPEN for walking, hiking, biking, running, and similar outdoor activities.
- THE SKATEPARK, TENNIS COURTS, AND BASKETBALL COURTS ARE CLOSED UNTIL FURTHER NOTICE.
- PLAYGROUNDS AND PLAY/RECREATION EQUIPMENT ARE CLOSED UNTIL FURTHER NOTICE.
- GROUPS OF NO MORE THAN 4 PERSONS (OUTSIDE THE SAME HOUSEHOLD) MAY ENGAGE IN ANY OUTDOOR ACTIVITY TOGETHER.
- SOCIAL DISTANCING REQUIREMENTS OF 6 FEET OR MORE APPLY TO PERSONS FROM DIFFERENT HOUSEHOLDS.

**It is unlawful for any person to willfully violate, disobey, or disregard either Order. Violators of the Tri County Order may be guilty of a class 1 misdemeanor, and upon conviction thereof, may be punished by a fine of up to \$5,000.00 and imprisonment in the county jail for up to 18 months per Colo. Rev. Stat. §25-1-516 and §18-1.3-501. Violators of the State Order may be fined up to \$1,000.00 and imprisoned in the county jail for up to 1 year, per Colo. Rev. Stat. §25-1-114.**

Please stay safe and healthy!

For more information, please check the Tri-County Health Department's website or the State Department of Public Health and Environment website for updates; or contact Anna Jones, District Manager, for any questions or concerns at 303-931-6134 or [Anna.Jones@clacconnect.com](mailto:Anna.Jones@clacconnect.com).

Sincerely,  
 Anna Jones  
 District Manager

April 10, 2020

Roxborough Village Metropolitan District  
c/o Anna Jones, District Manager  
8390 E. Crescent Parkway, Suite 300  
Greenwood Village, Colorado 80111

Via Email: [Anna.Jones@claconnect.com](mailto:Anna.Jones@claconnect.com)

Re: Rampart Range Road Widening Project; Roxborough Village Metro District  
(RVMD) 12" Water Line ROW Douglas County Reception No. 9891152

Dear Ms. Jones:

Seter & Vander Wall, P.C. is general counsel for the Sterling Ranch Community Authority Board ("CAB"). The State of Colorado acting through the State Land Board granted Douglas County a right-of-way easement for right-of-way alongside Rampart Range Road. Sterling Ranch Development Company conveyed this property to Douglas County at the time of the Filing 3A plat recordation. In connection with the subdivision work associated with the Sterling Ranch Filing 3A Plat, the CAB is widening Rampart Range Road, per Douglas County specifications.

As part of the utility location process, the CAB identified a 6" RVMD irrigation water line within the Rampart Range Road Douglas County right-of-way. The 6" line lies outside of the easement granted by the State of Colorado to Roxborough Park Metropolitan District under Right-of-Way 3040, Book 30, App 96/441, recorded at Douglas County Reception No. 9891152 ("Easement"), but within the existing Rampart Range Road right-of-way. See Exhibit A attached hereto. The location of the 6" line conflicts with the widening of Rampart Range Road, and the 6" line will need to be relocated.

Douglas County has advised that it will provide CAB with a permit to install a replacement irrigation water line within the County's right-of-way. The CAB is prepared to construct and install such a replacement irrigation water line for RVMD, subject to an appropriate agreement with RVMD. Exhibit B attached hereto presents two options for relocating the 6" water line. The first option is to relocate the line 3' to the west of its existing location. The second option is to relocate the line 3' to the east of its existing location. Both options include a depth of approximately 6 feet, which is approximately 3' lower than the existing depth. The replacement line would remain located within Douglas County right-of-way. Additional property rights would require RVMD to enter into a separate right-of-way license Agreement with Douglas County.

{00459457}

c/o Anna Jones, District Manager

Re: Rampart Range Road Widening Project; Roxborough Village Metro District (RVMD) 12”

Water Line ROW Douglas County Reception No. 9891152

April 10, 2020

Page 2 of 2

Please advise, time is of the essence on this matter, and the CAB appreciates your prompt consideration.

Sincerely,

SETER & VANDER WALL, P.C.

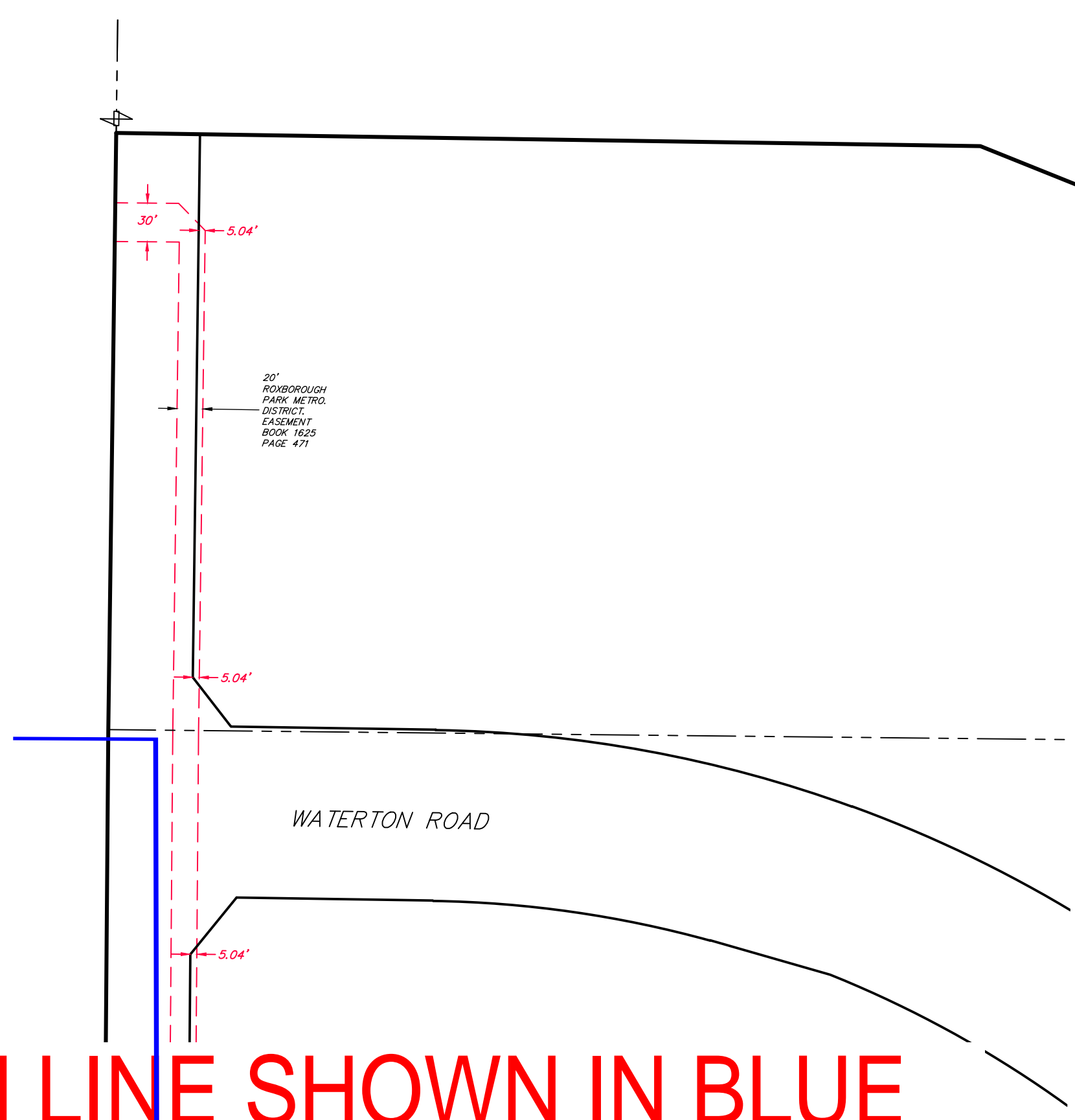


Russell Newton

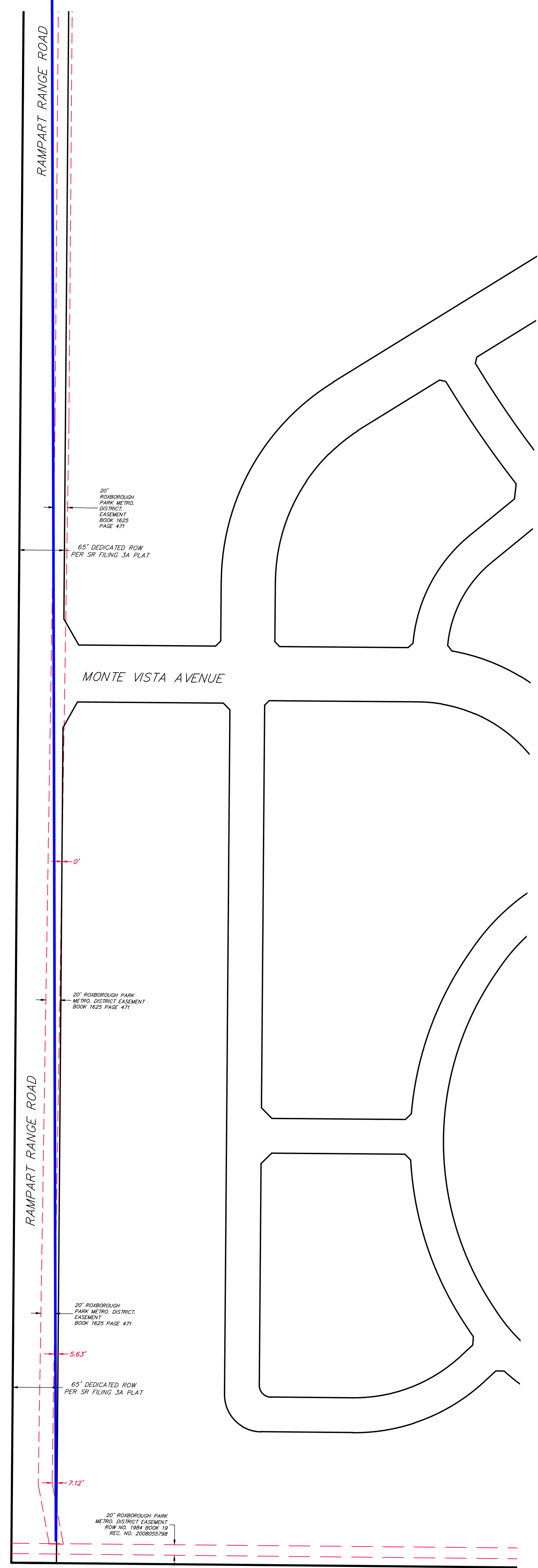
cc: Calvin Brown, RVMD President

Katie James, Esq. RVMD General Counsel

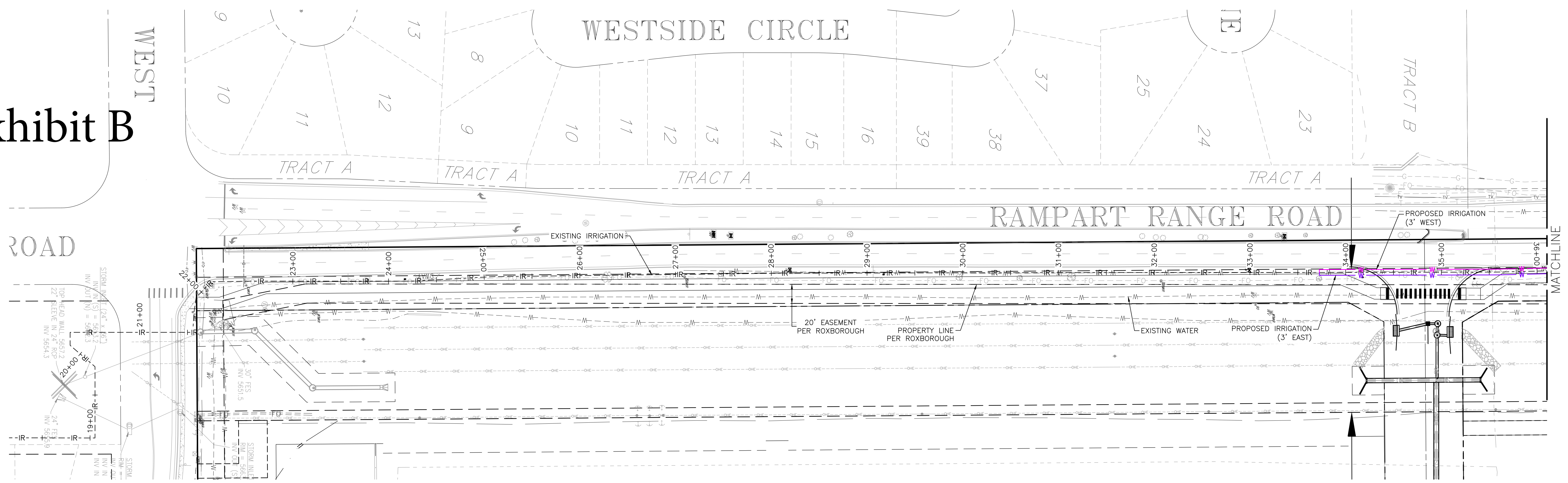
# Exhibit A



**EXISTING 6" IRRIGATION LINE SHOWN IN BLUE**  
**EXISTING 20' EASEMENT SHOWN IN RED**



# Exhibit B



ROAD

WEST

WESTSIDE CIRCLE

TR

TRACT B

TRACT A

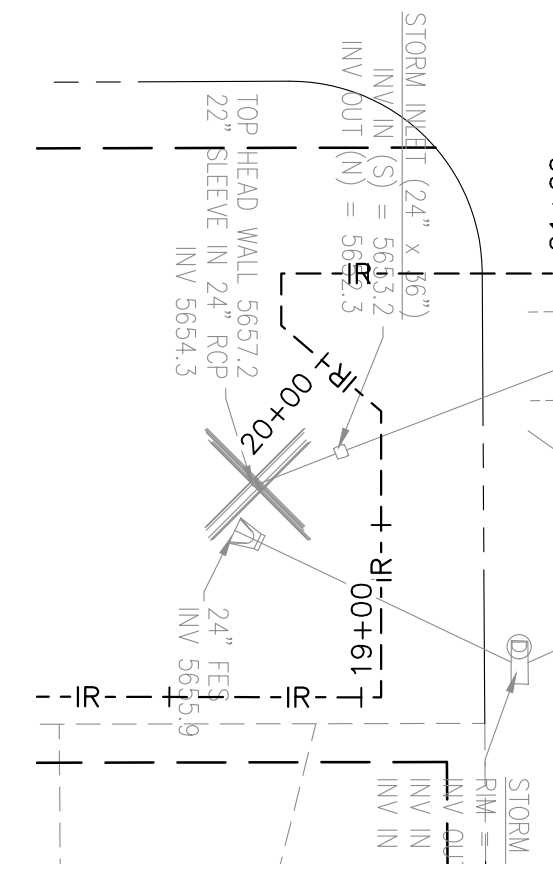
TRACT A

TRACT A

TRACT A

RAMPART RANGE ROAD

MATCHLINE



FIELD FARMS  
NO. 1A  
HOA

LSI RETAIL II  
LLC

LSI RETAIL II  
LLC

SI RETAIL II  
LLC

RETAIL II  
LLC

CHARTFIELD FARMS  
FIELD NO. 1A  
2ND AMENDMENT  
REC. NO. 2008072289

OWNER:  
THE GARIBOLDI  
KEITH ARBOLD

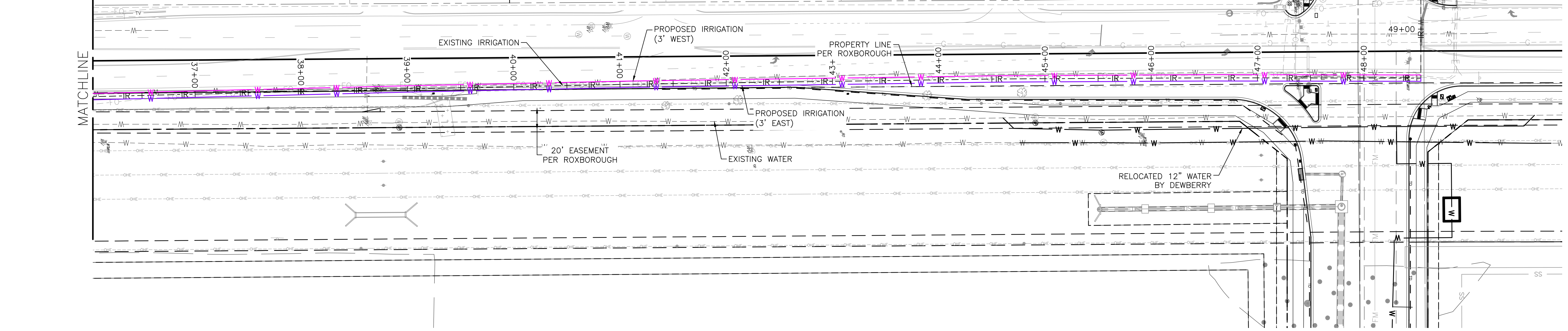
OWNER:  
CHARTFIELD FARMS  
FIELD NO. 1A  
2ND AMENDMENT  
REC. NO. 2008072289

OWNER:  
FIELD FARMS  
1.1A HGA

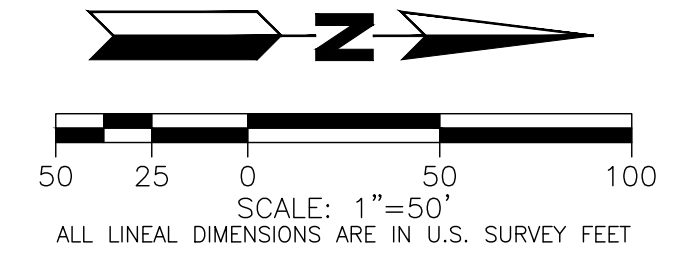
OWNER:  
2ND AMENDMENT  
20. NO. 2008082842

OWNER:  
WALGREEN CO

OWNER:  
FIELD NO. 1A  
2ND AMENDMENT  
20. NO. 2008082842



MATCHLINE



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,

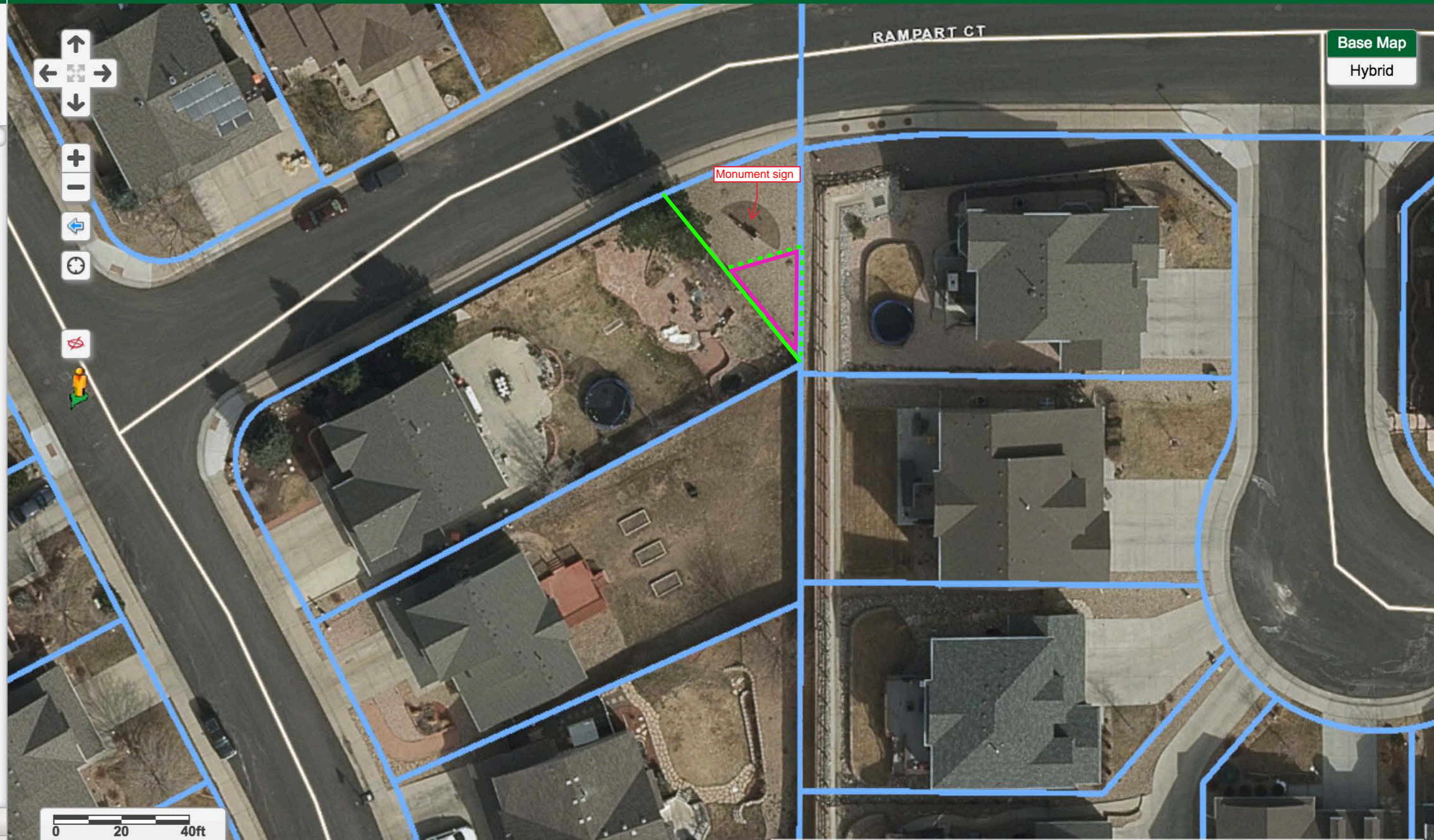


Jason Thrun

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



Douglas County, CO 01078157  
 \$ 30.00 6 P  
 B 2116 P 636 08/24/01 15:54  
 CAROLE R. MURRAY Clerk & Recorder

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT  
 EASEMENT AGREEMENT  
 LOT 50, ROXBOROUGH VILLAGE FILING NO. 16-B**

This Easement Agreement ("Easement Agreement") is made and entered into this 22 day of May, 2001, by and between Sandra Jean Ray, an individual whose address is 7752 Rampart Way, Littleton, Colorado 80125 ("Grantor"), and Roxborough Village Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado ("Grantee"). 6P

Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells and conveys to Grantee, its successors, and assigns, subject to the terms and conditions provided herein, a perpetual nonexclusive easement in gross ("Easement") in, over, under, and through the real property located within Douglas County, Colorado, and more particularly described on Exhibit A, attached hereto and incorporated herein by reference ("Easement Premises").

Grantor will warrant and defend the title to Grantee, its successors, and assigns against all persons claiming to hold title to the Easement by, through, or under Grantor.

As further consideration, the Easement is granted by Grantor, and is accepted by Grantee, pursuant to the following terms and conditions:

1. The Easement shall be for the nonexclusive use and benefit of Grantee, its successors, and assigns. Grantee agrees to undertake all activities authorized by this Easement Agreement in a manner that will not unreasonably interfere with the use of adjacent property owned by Grantor.
2. The Easement is granted for the purpose of permitting Grantee to reconstruct, use, operate, maintain, repair, replace, and/or remove a monument sign and any related structures, facilities, and appurtenances reasonably necessary to facilitate same (the "Improvements").
3. Grantee is hereby granted a perpetual, non-exclusive right of access across such portions of Grantor's property adjacent to the Easement Premises as is reasonably necessary to Grantee's reconstruction, use, operation, maintenance, repair, replacement, and/or removal of the Improvements.
4. Grantee is hereby granted the right of subjacent and lateral support for the Improvements. It is specifically agreed between the parties that, except as provided in this Easement Agreement, Grantor shall not take any action which would impair the lateral or subjacent support for the Improvements.
5. Each and every one of the benefits and burdens of this Easement Agreement shall inure to and be binding upon the respective successors and assigns of Grantor and Grantee.



6. The rights and responsibilities set forth in this Easement Agreement are intended to be real covenants on the Easement Premises, and are to run with the land until the Easement is extinguished pursuant to the terms set forth herein.

7. In the event that legal action is instituted to enforce any of the provisions of this Easement Agreement, the prevailing party shall recover from the non-prevailing party its reasonable attorney fees and court costs, as determined by the court.

8. Any notice, request or demand under this Agreement shall be in writing and shall be deemed given, received and served (a) upon personal delivery or upon transmission by telecopier or similar facsimile transmission device, (b) on the third business day after mailing, postage prepaid, by registered or certified mail, return receipt requested, or (c) on the first business day after receipted delivery to a nationally recognized courier service which guarantees next-business-day delivery, delivery charges prepaid, in each case addressed as follows:

**IF TO GRANTOR:**

Sandra Jean Ray  
7752 Rampart Way  
Littleton, Colorado 80125

**IF TO GRANTEE:**

Attn: Bob Blodgett, Manager  
Roxborough Village Metropolitan District  
R.S. Wells, L.L.C.  
Fiddler's Green Center, Building 1  
6399 South Fiddler's Green Circle, Suite 102  
Greenwood Village, Colorado 80111-4974

**WITH A COPY TO:**

Ernie Fazekas  
Folkestad & Fazekas, P.C.  
316 Wilcox Street  
Castle Rock, Colorado 80104

or at such other address as the parties may hereafter, from time to time, designate by written notice to the other parties, given in accordance herewith.

9. Grantee shall exercise the rights granted hereunder in a safe, quiet, and orderly manner in compliance with all applicable laws, ordinances, and governmental regulations.

10. If any clause, provision, subparagraph, or paragraph set forth in this Easement Agreement is illegal, invalid, or unenforceable under present or future applicable laws, it is the intention of Grantor and Grantee hereto that the remainder of this Easement Agreement shall not be affected thereby.

11. The terms and provisions contained in this Easement Agreement shall be governed and construed in accordance with the laws of the State of Colorado.

12. In addition to other rights and remedies afforded the parties herein, violation or breach of any covenant or agreement herein contained, or of the terms of any easement herein granted, by either party shall give to the other party the right to seek injunctive relief from any court of competent jurisdiction to enjoin or compel the cessation of such violation or breach, and to seek damages therefor. All remedies provided herein at law and in equity shall be cumulative and nonexclusive.

13. Except as otherwise provided herein, this Easement Agreement may be modified, altered, amended or terminated only by written agreement of Grantor and Grantee, or their respective successors and assigns.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Easement Agreement the day and year first appearing herein.

GRANTOR: SANDRA JEAN RAY

Sandra Jean Ray  
Sandra Jean Ray

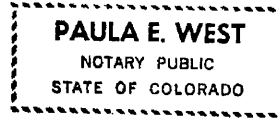
STATE OF COLORADO )  
 ) ss.  
COUNTY OF Arapahoe )

The foregoing instrument was acknowledged before me this 22nd day of May, 2001, by Sandra Jean Ray, as Grantor.

Witness my hand and official seal.

My commission expires: January 28, 2002

Paula E. West  
Notary Public



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

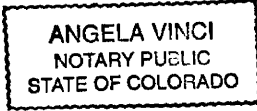
By: Linda K. Goodrich  
Linda K. Goodrich, President

STATE OF COLORADO )  
 ) ss.  
COUNTY OF Windsor )

The foregoing instrument was acknowledged before me this 12th day of June, 2001, by Linda K. Goodrich, President of Roxborough Village Metropolitan District, as Grantee.

Witness my hand and official seal.

My commission expires: 2/23/2001



Angela Vinci  
Notary Public

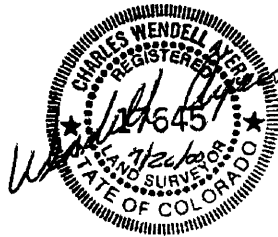
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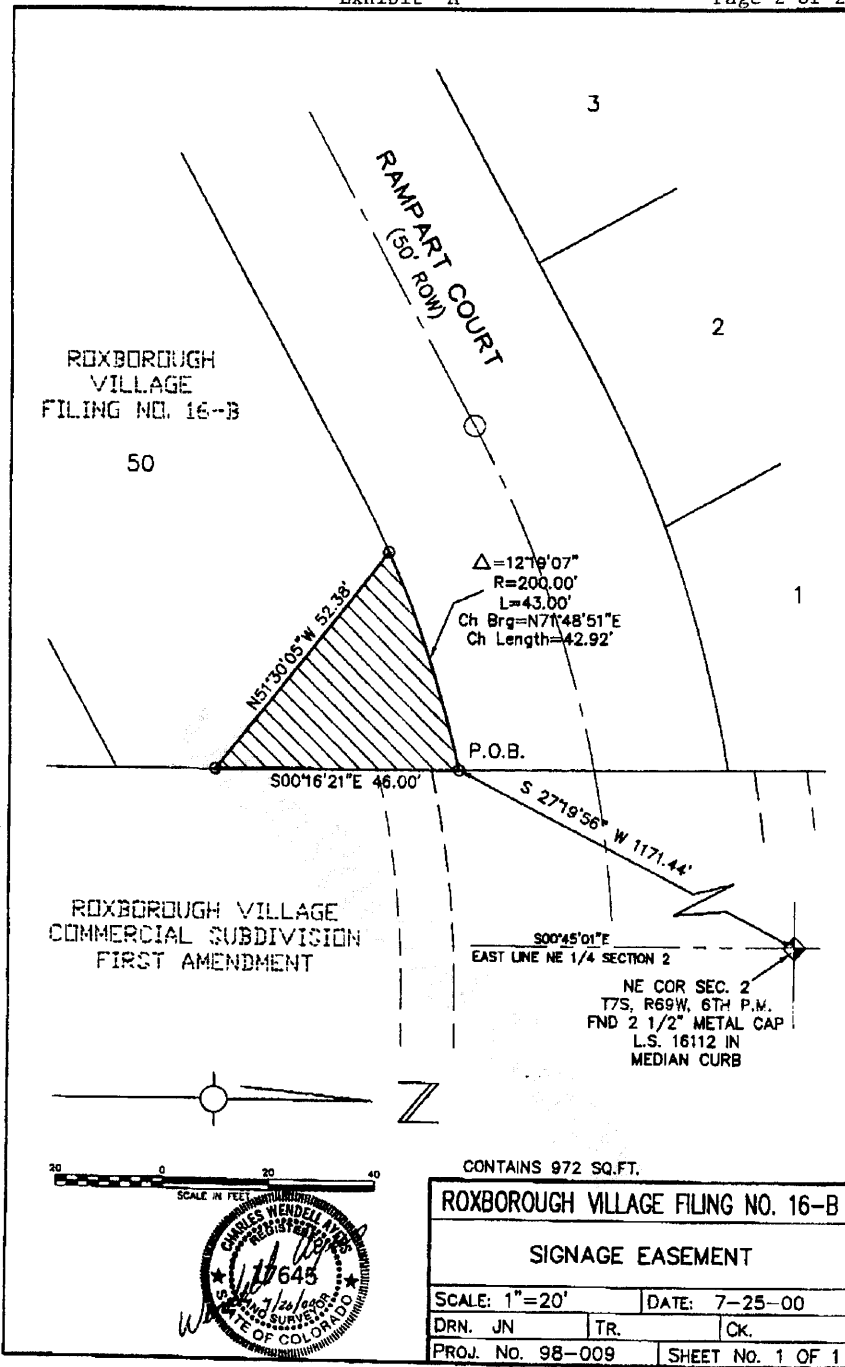
Signage Easement

An easement located in the Northeast 1/4 of Section 2, Township 7 South, Range 69 West of the 6<sup>th</sup> P.M., County of Douglas, State of Colorado.

Commencing at the northeast corner of said Section 2 from whence the east quarter corner bears S00°45'01"E and all bearings contained herein relative thereto; thence S27°19'56"W, a distance of 1171.44 feet to a point on the easterly property line of Roxborough Village Filing No. 16-B, also being the northeast corner of lot 50 of said plat as recorded in Douglas County Records at Reception No. 99028423, said point being the Point of Beginning; thence S00°16'21"E along said property line, a distance of 46.00 feet; thence N51°30'05"W, a distance of 52.38 feet to a non-tangent point of curvature on the southerly right-of-way of Rampart Court; thence along the arc of a curve to the right having a central angle of 12°19'07", a radius of 200.00 feet, an arc length of 43.00 feet and whose chord bears N71°48'51"E, a distance of 42.92 feet to the Point of Beginning

Containing 972 square feet more or less.







Estimate By: Ermilo Chavez  
 990 S. Garrison St  
 Lakewood, CO 80226  
 Cell No. 720-308-2926

| <b>Client Name / Address</b>  | <b>Date:</b> 03/29/2020  | <b>Estimate No.</b> | E2020079      |                  |
|---|--|---------------------|---------------|------------------|
| Roxborough Village Metro District<br>Attn: Scott Barnett P.E.<br>8390 E. Crescent Parkway, Suite 500<br>Greenwood Village, CO 80111 | <b>Project Location:</b><br>Roxborough Park<br>Halley Drive and Dusk Street<br>Littleton, CO 80125 |                     |               |                  |
| <b>Task Description</b>   | <b>Qty</b>   | <b>Rate</b>         | <b>Amount</b> |                  |
| <b>1. Asphalt Saw Cutting</b>   |  | LS                  | \$            | 250.00           |
| <b>2. Asphalt Path Demolition</b> - asphalt removal, hauling, and disposal fees.  | 800 sq. ft   | \$                  | 1.90          | \$ 1,520.00      |
| <b>3. Root Removal</b> - includes hauling and disposal fees.  | 800 sq. ft   | LS                  | \$            | 500.00           |
| <b>4. Earthwork 1</b> - excavate 2" of existing soil, hauling, and disposal.  | 800 sq. ft   | \$                  | 1.50          | \$ 1,200.00      |
| <b>5. Earthwork 2</b> - Soil grading and compaction.  | 800 sq. ft   | \$                  | 1.15          | \$ 920.00        |
| <b>6. Place New Concrete Path</b> - Place 6" thick path, 4500 psi minimum strength, reinforced with fibermesh. Broomed finish.      | 800 sq. ft   | \$                  | 7.50          | \$ 6,000.00      |
| <b>7. Trail Traffic Control</b>   |  | LS                  | \$            | 300.00           |
| <b>8. Mobilization &amp; General Conditions</b>   |  | LS                  | \$            | 950.00           |
|   | <b>Total Project Estimate</b>  |                     | \$            | <b>11,640.00</b> |
| Estimate Notes:   |  |                     |               |                  |
| 1. Permitting or testing fees of any type are excluded from this estimate.  |  |                     |               |                  |
| 2. All quantities are estimated. Invoicing will be based on actual quantities used or installed.                                    |  |                     |               |                  |
| 3. Bond is not included in this estimate.   |  |                     |               |                  |
| 4. New base material is not included. CDOT Class 6 base material can be delivered, placed, and compacted at a rate of \$55 per ton. |  |                     |               |                  |
| 5. Over excavation can be provided at a rate of \$60/CY, includes removal off site.   |  |                     |               |                  |

Approval Signature:

\_\_\_\_\_  
 Scott Barnett

\_\_\_\_\_  
 Date of Acceptance

## Suazo, Kathy

---

**From:** Jones, Anna  
**Sent:** Tuesday, March 31, 2020 1:58 PM  
**To:** Scott Barnett  
**Cc:** Suazo, Kathy  
**Subject:** RE: [External] FW: Roxborough Village Aerial mapping proposal

Scott – please send in another format, can't open...also cc Kathy for the packet. Thx!  
Anna



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

Direct 303-793-1478, Mobile 303-931-6134  
[anna.jones@CLAconnect.com](mailto: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](http://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:** Scott Barnett <[scott@mulhernmre.com](mailto:scott@mulhernmre.com)>  
**Sent:** Monday, March 30, 2020 3:50 PM  
**To:** Jones, Anna <[Anna.Jones@claconnect.com](mailto:Anna.Jones@claconnect.com)>  
**Subject:** [External] FW: Roxborough Village Aerial mapping proposal



**Think Security**  
 at CLA

This email originated from an external source.

Hydrosystems proposal for aerial...



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:** John Keesen <[johnk@hydrosystemskdi.com](mailto:johnk@hydrosystemskdi.com)>  
**Sent:** Monday, March 30, 2020 7:50 AM  
**To:** Scott Barnett <[scott@mulhernmre.com](mailto:scott@mulhernmre.com)>  
**Subject:** FW: Roxborough Village Aerial mapping proposal

Scott,

See price below and areas attached for aerial mapping. I thought the park area would be a little less, but the overall area is much lower than I expected.

Thanks,

In response to COVID-19, I will be working remotely. You can reach me by email or on my cell if needed – 303.929.2555. We are committed to providing the service you've come to expect and will address any challenges this situation presents as they arise. Thank you for your trust and partnership.



860 TABOR STREET, SUITE 200  
 LAKEWOOD, COLORADO 80401

[Website](#) | [Twitter](#) | [Facebook](#) | [LinkedIn](#)

### John Keesen

PRINCIPAL, CLIA

[johnk@hydrosystemskdi.com](mailto:johnk@hydrosystemskdi.com)

o: 303.980.5327

c: 303.929.2555

[hydrosystemskdi.com](http://hydrosystemskdi.com)



Do you need to print this email? Think Green

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**From:** Chad Fabre <[cfabre@fabreeng.com](mailto:cfabre@fabreeng.com)>  
**Sent:** Thursday, March 26, 2020 5:03 PM  
**To:** John Keesen <[johnk@hydrosystemskdi.com](mailto:johnk@hydrosystemskdi.com)>  
**Subject:** Roxborough Village Aerial mapping proposal

John,

The proposed fee for aerial mapping of the Roxborough Village area shown in the attached would be \$3200. The area is 660 acres.

The proposed fee for aerial mapping of the Roxborough Village Park only shown in the attached would be \$1200. The area is 30 acres.

This would include high definition aerial images, tiled and geolocated to be manageable. Images would be referenced into an autocad file using state plane coordinates.

GPS ground shots will be provided for control and accuracy.

Please let me know if any comments or questions.

Thanks you,

Chad C. Fabre, PE

FABRE ENGINEERING Inc

2063 Pinon Pl, Erie, CO 80516

720-903-0048 720-210-5410 fax

[www.fabreeng.com](http://www.fabreeng.com)



---

**From:** John Keesen <[johnk@hydrosystemskdi.com](mailto:johnk@hydrosystemskdi.com)>  
**Sent:** Wednesday, March 25, 2020 7:29 AM  
**To:** Chad Fabre <[cfabre@fabreeng.com](mailto:cfabre@fabreeng.com)>  
**Subject:** Roxborough Village

Chad,

Looking for a quote for the two maps I have attached for Roxborough Village. One is for the entire community and the other is for a community park in the middle. Depending on the price they may do one or the other. Let me know if you have any questions.

Thanks,



860 TABOR STREET, SUITE 200  
LAKEWOOD, COLORADO 80401

[Website](#) | [Twitter](#) | [Facebook](#) | [LinkedIn](#)

---

**John Keesen**

PRINCIPAL, CLIA

[johnk@hydrosystemskdi.com](mailto:johnk@hydrosystemskdi.com)

o: 303.980.5327

c: 303.929.2555

[hydrosystemskdi.com](http://hydrosystemskdi.com)



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METCO LANDSCAPE, INC.

## Monthly Maintenance Report for Roxborough Village Metropolitan District

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

### REVIEW OF GANTTED OPERATIONS

#### Turf

TURF IS COMING OUT OF DORMANCY WE HAVE AERATED AND FERTILIZER WILL BE APPLIED THIS MONTH NO REAL SIGNS OF WINTERKILL THROUGHOUT THE DISTRICT

#### Shrub Beds

SHRUB BEDS HAVE BEEN SPRAYED WITH PRE-EMERGENT AND A POST SPRAY IS ON GOING IN ALL THE BEDS

#### Trees

MET WITH GEORGE FROM BAILY TREE AND WENT OVER AND FLAGGED SITES WHERE THEY ARE TO PLANT NEW TREES THIS SPRING

#### Irrigation

IRRIGATION HAS BEEN STARTED UP AND HAS BEEN RUN UP TO PRESSURE ALL LINES IN THE DISTRICT

#### Site Policing

WE HAVE RIBBONED OFF ALL PLAYGROUNDS WITH CAUTION TAPE WE ARE HAVING A PROBLEM KEEPING TAPE IN THE SKATEPARK THE HOODS SEEM THEY DON'T WANT TO ABIDE BY ANY POLICIES

#### Overall Site

IN GOOD SHAPE WE ARE

#### Review of Operatons for Upcoming Month:

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

CONTINUE TO WORK ON THE CHANNEL DRAIN AT MARMUT PARK



\_\_\_\_\_  
treet, Aurora, CO, 80011

Tel: (303) 421-3100

\_\_\_\_\_  
**Date** \_\_\_\_\_

Total: **\$15,000.00**

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

**CONDITIO**

**Extra Work Proposal 4/15/2020**

**CONTRACT SPECIFICATIONS & LIMITATIONS**

All material is guaranteed to be as specified in

Unit Prices – The Base

Alternates / Time &

Scheduling – Landscape enhancement contracts

Watering and Maintenance

Seeding – Re-seeding or re-sodding of

**GUARANT**

Our guarantee is

All claims for

Plant Material Guarantee – Metco Landscaping guarantees

We will not guarantee plants damaged or

**TERMS**

Invoices will be sent after the contract work is completed,

**CANCELL**

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

**DISPUTES**

All disputes shall be

**PHOTOS  
DAILY**

Metco  
Landscape,

**SIGNAGE**

By signing  
this contract  
you, the  
Owner, are

**UTILITIES/UNKNOWN OBSTRUCTIONS**

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

**OWNER'S RESPONSIBILITIES**

Harmless -  
To the fullest  
extent  
permitted by

## Suazo, Kathy

---

**From:** Jones, Anna  
**Sent:** Tuesday, March 31, 2020 2:30 PM  
**To:** Scott Barnett  
**Cc:** Suazo, Kathy; Bailey Tree  
**Subject:** FW: FW: [External] Roxborough Conifer Protection  
**Attachments:** Roxborough Ash Tree Condition list.xlsx; Roxborough Ash Tree Map Page 1.docx; Roxborough Map Page 2.docx; Roxborough Map Page 3.docx; Roxborough Map Page 4.docx

Scott - Here you go as an FYI.

Kathy - For the next packet

Stephen/George – can you join the next board meeting to review this approach and pricing with the Board please?

Kathy – let's be sure to include these gentlemen on the invite.

Thx all!



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

Direct 303-793-1478, Mobile 303-931-6134  
[anna.jones@CLAconnect.com](mailto: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](http://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:** Bailey Tree <baileytreetrimming@gmail.com>  
**Sent:** Monday, March 30, 2020 2:36 PM  
**To:** Jones, Anna <Anna.Jones@claconnect.com>  
**Cc:** Katie James <james@ffcolorado.com>; Tina Vildibill <vildibill@ffcolorado.com>; Williams, Andrew <Andrew.Williams@claconnect.com>; billb (billb@metcolandscape.com) <billb@metcolandscape.com>  
**Subject:** Re: FW: [External] Roxborough Conifer Protection



**Think Security**  
 at CLA

This email originated from an external source.

Hello Everyone :-)

George and I went over the accepted work and have a plan for you to review, please let us know if you'd like us to make any changes.

1.) We plan on being out Tomorrow, Tuesday 3/31 to remove the dead trees that were planted last year. Then we plan on beginning the pruning of tree's for street and sidewalk clearance, as well as some of the crabapple and hawthorn trees.. We anticipate being on site for 5-7 days. Additionally, after any winter storms happen, we'll check on the trees for any storm damage and also address any trees the community finds that we missed. **(Total for this service is \$13,225)**

2.) Once those dead trees are removed, we can meet up with Bill and Anna to plan out locations and timing for the new tree plantings, which include the **10 replacement trees (No Charge)** and an additional **10 new trees. (\$9,995)**

Timing for the planting should be in the Springtime, once the irrigation system is up and running. We'll coordinate that with Bill.

Locations for the tree planting will be coordinated with Bill, Anna and us. We'll choose the species and select the trees. We will make sure they are quality tree's that have a good chance of survival.

We'll put out a time to meet and go over the tree planting locations and adjust it based on everyone's availability. Let's shoot for this Thursday at 10am, we can meet by where the dead trees were removed in the power line green belt an Rampart Range Rd, across from the Shell Station.

3.) Regarding the Ash trees, George has made a grading sheet of the ash trees, and tree maps and some are attached below. **A second email will include the rest of the maps as the files are large. There are 6 maps plus two master maps that show the overall layout of the other maps.**

We can discuss this list at the next board meeting (Tuesday April 21<sup>st</sup>) so the Board can decide how they would like to proceed with Emerald Ash Borer mitigation.

4.) Deep Root Fertilization Program - All except fruit trees and cottonwoods – 2 treatments once in March-April, once in Sept-October. **\$10,330 for both treatments**

5.) Conifer Protection Program - Treat spruces and pines for Mountain pine beetle, Ips beetle, Zimmerman pine moth, and Spruce gall. - 3 treatments once in March-April, once in June-July, and once in August-September. **\$7,770 for all 3 treatments.**

6.) Targeted General Spray Program - Selected trees for aphids, mites, caterpillars, and leaf feeding beetles. The trees treated depend on the pest's present. 3 treatments once in April-May, once in June-July, and once in August-September. **\$6,990 for all 3 treatments**

Please let us know if you have any questions or concerns or need to change anything.

We hope you're all doing well and staying safe!

Thank you,

Steven Bailey

Co-Owner, Bailey Tree LLC

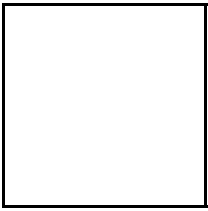
Cell 720-237-6592



# George Biedenstein

ISA Board Certified Master Arborist #RM 0756B

Cell: 303.587.8069



On Thu, Mar 26, 2020 at 1:31 PM Jones, Anna <[Anna.Jones@claconnect.com](mailto:Anna.Jones@claconnect.com)> wrote:

George – Your 2020 schedule and fees and what was discussed and decided at the Board meeting are not at all consistent.

Please see the attached minutes from the February meeting and draft a revised schedule (with associated fees) based on what was decided then. Here is the relevant section of the minutes:

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.

Please call me with any questions.

Thanks for your help.

Anna



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

Direct 303-793-1478, Mobile 303-931-6134  
[anna.jones@CLAconnect.com](mailto:anna.jones@CLAconnect.com)

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

---

**From:** Bailey Tree <[baileytreetrimming@gmail.com](mailto:baileytreetrimming@gmail.com)>  
**Sent:** Wednesday, March 25, 2020 9:18 PM  
**To:** Jones, Anna <[Anna.Jones@claconnect.com](mailto:Anna.Jones@claconnect.com)>  
**Cc:** Suazo, Kathy <[Kathy.Suazo@claconnect.com](mailto:Kathy.Suazo@claconnect.com)>; Katie James <[james@ffcolorado.com](mailto:james@ffcolorado.com)>; Tina Vildibill <[vildibill@ffcolorado.com](mailto:vildibill@ffcolorado.com)>; billb ([billb@metcolandscape.com](mailto:billb@metcolandscape.com)) <[billb@metcolandscape.com](mailto:billb@metcolandscape.com)>; Williams, Andrew <[Andrew.Williams@claconnect.com](mailto:Andrew.Williams@claconnect.com)>  
**Subject:** Re: [External] Roxborough Conifer Protection



**Think Security**  
at CLA

This email originated from an external source.

Hi Anna,

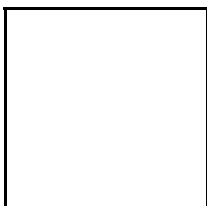
Attached is our schedule for this year, weather and governmental shutdown permitting,

**George Biedenstein**

ISA Board Certified Master Arborist #RM 0756B

Cell: 303.587.8069

Email: [baileytreetrimming@gmail.com](mailto:baileytreetrimming@gmail.com)



On Wed, Mar 25, 2020 at 5:53 PM Jones, Anna <[Anna.Jones@claconnect.com](mailto:Anna.Jones@claconnect.com)> wrote:

Thanks George - we hope Bailey Tree can attend all Rox Board meetings for the duration of your contract. Please be sure to get them on your calendar. We will be holding meetings remotely for the foreseeable future. Details will be on website or feel free to contact me directly.

Thanks,

Anna



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

Direct 303-793-1478, Mobile 303-931-6134  
[anna.jones@CLAconnect.com](mailto:anna.jones@CLAconnect.com)

Main 303-779-5710 x31478, Fax 303-779-0348  
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---

**From:** Bailey Tree <[baileytreetrimming@gmail.com](mailto:baileytreetrimming@gmail.com)>  
**Sent:** Wednesday, March 25, 2020 9:20 AM  
**To:** Jones, Anna <[Anna.Jones@claconnect.com](mailto:Anna.Jones@claconnect.com)>  
**Subject:** [External] Roxborough Conifer Protection



Think Security  
at CLA

This email originated from an external source.

Hi Anna,

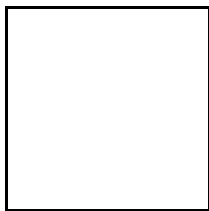
We will be beginning the first Conifer treatment at Roxborough tomorrow, weather permitting..

**George Biedenstein**

ISA Board Certified Master Arborist #RM 0756B

Cell: 303.587.8069

Email: [baileytreetrimming@gmail.com](mailto:baileytreetrimming@gmail.com)



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**CliftonLarsonAllen LLP**

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## 2020 Roxborough Metro District Tree Service Plan

1.) We plan on being out Tomorrow, Tuesday 3/31 to remove the dead trees that were planted last year. Then we plan on beginning the pruning of tree's for street and sidewalk clearance, as well as some of the crabapple and hawthorn trees.. We anticipate being on site for 5-7 days. Additionally, after any winter storms happen, we'll check on the trees for any storm damage and also address any trees the community finds that we missed. **(Total for this service is \$13,225)**

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4.) Deep Root Fertilization Program - All except fruit trees and cottonwoods – 2 treatments once in March-April, once in Sept-October. **\$10,330 for both treatments**

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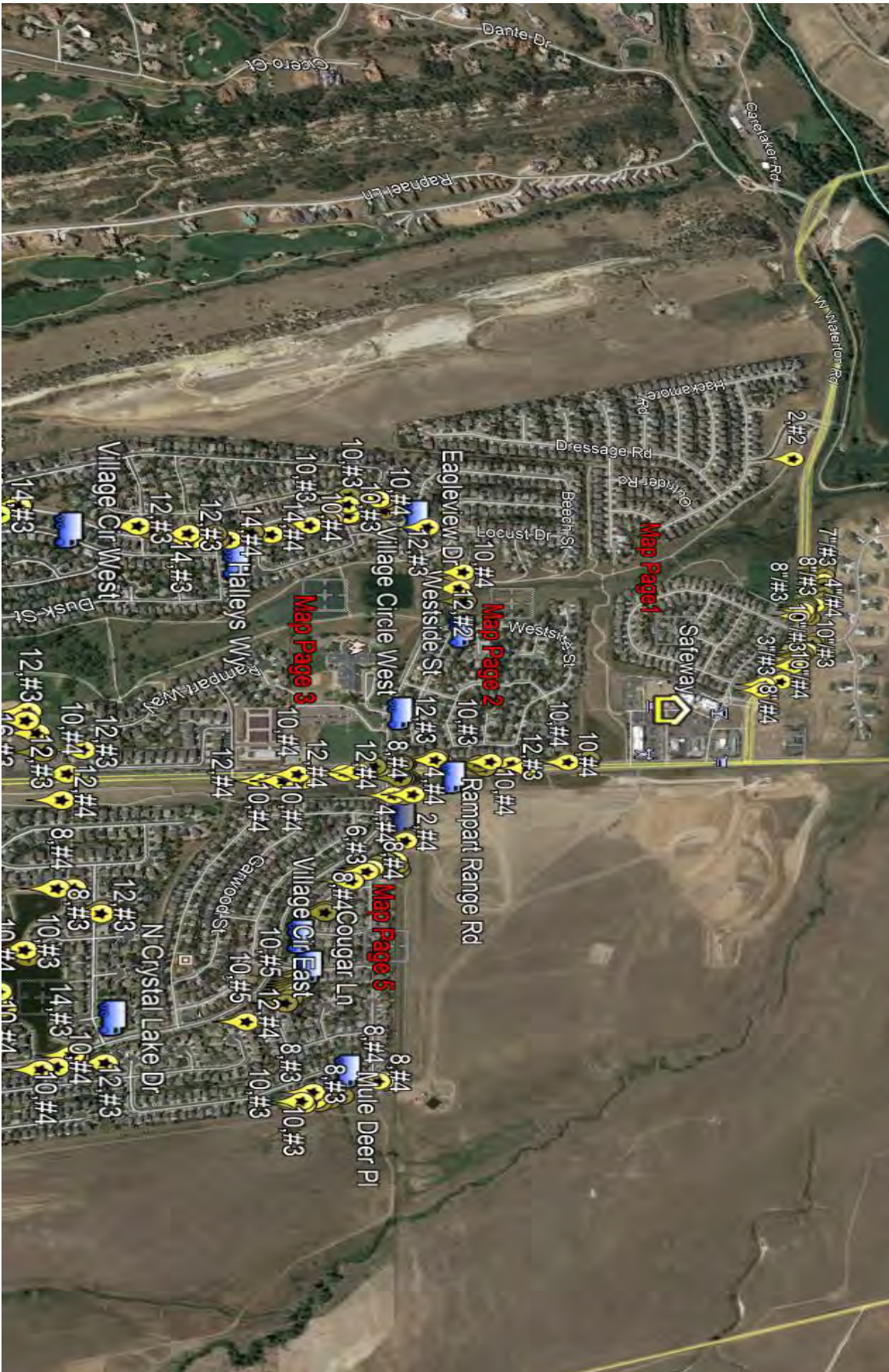
6.) Targeted General Spray Program - Selected trees for aphids, mites, caterpillars, and leaf feeding beetles. The trees treated depend on the pest's present. 3 treatments once in April-May, once in June-July, and once in August-September. **\$6,990 for all 3 treatments**

### Roxborough Ash Tree Condition List

| #2 condition        | #3 condition      | #4 condition            | #5 condition        | total this size |
|---------------------|-------------------|-------------------------|---------------------|-----------------|
| 1                   | 4                 | 1                       | 2                   | 7               |
| 0                   | 2                 | 8                       | 1                   | 11              |
| 0                   | 3                 | 5                       | 0                   | 8               |
| 0                   | 10                | 19                      | 8                   | 27              |
| 0                   | 29                | 33                      | 6                   | 68              |
| 1                   | 33                | 15                      | 2                   | 51              |
| 0                   | 6                 | 3                       | 0                   | 9               |
| 0                   | 1                 | 0                       | 0                   | 1               |
| 2                   | 88                | 84                      | 19                  | 193             |
| Very good condition | Average Condition | Below Average Condition | Very Poor Condition |                 |

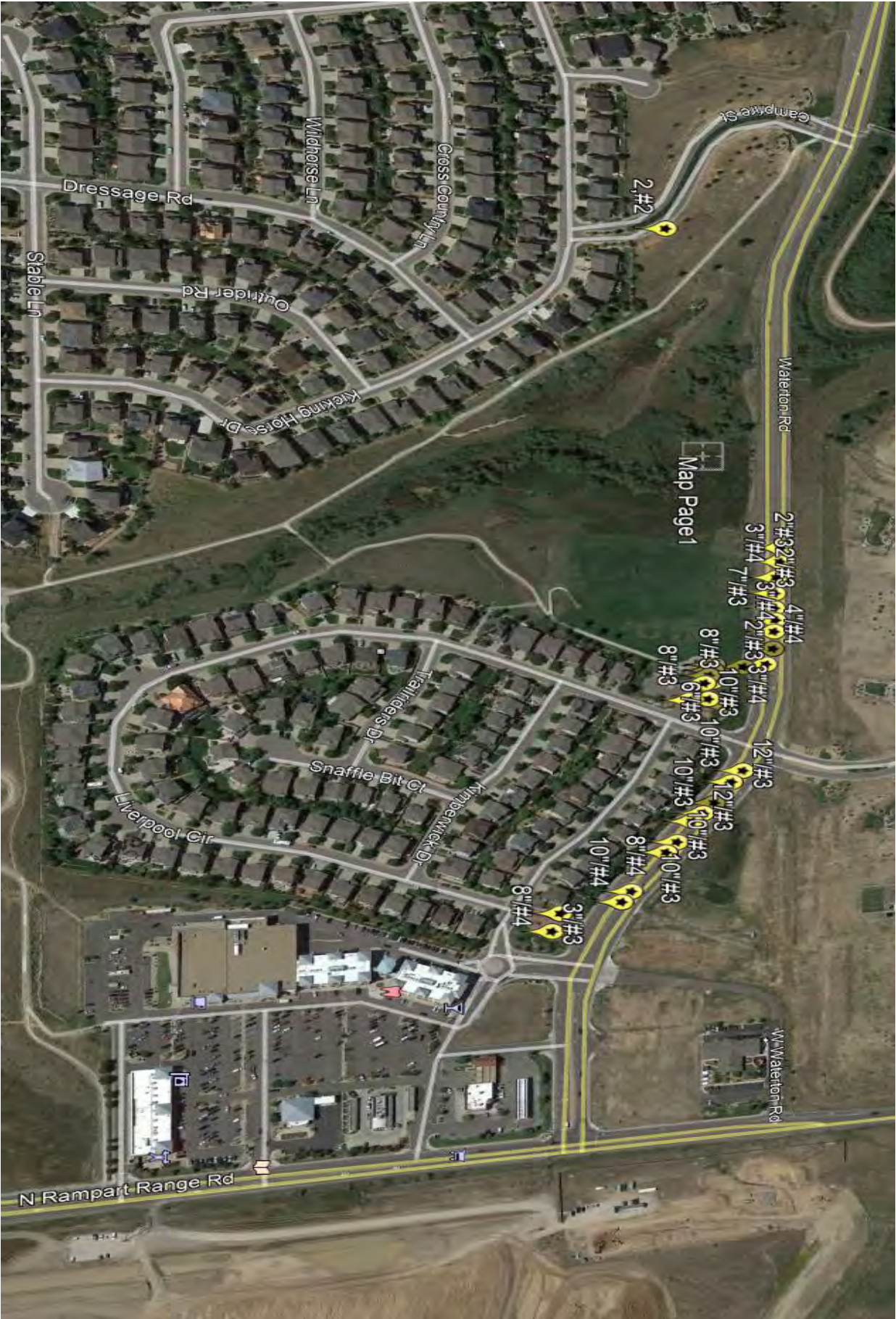
Roxborough Maps

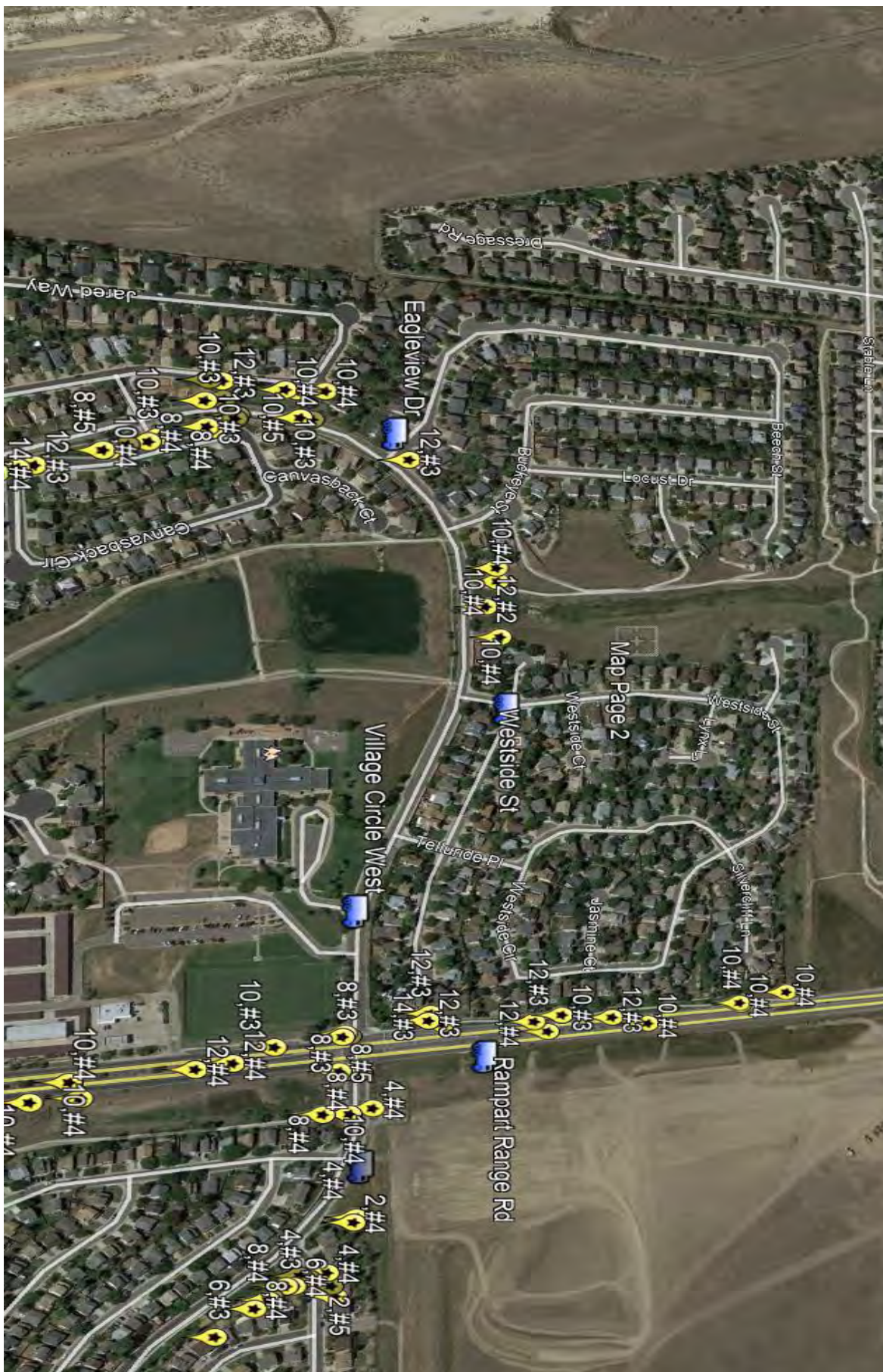
North Master

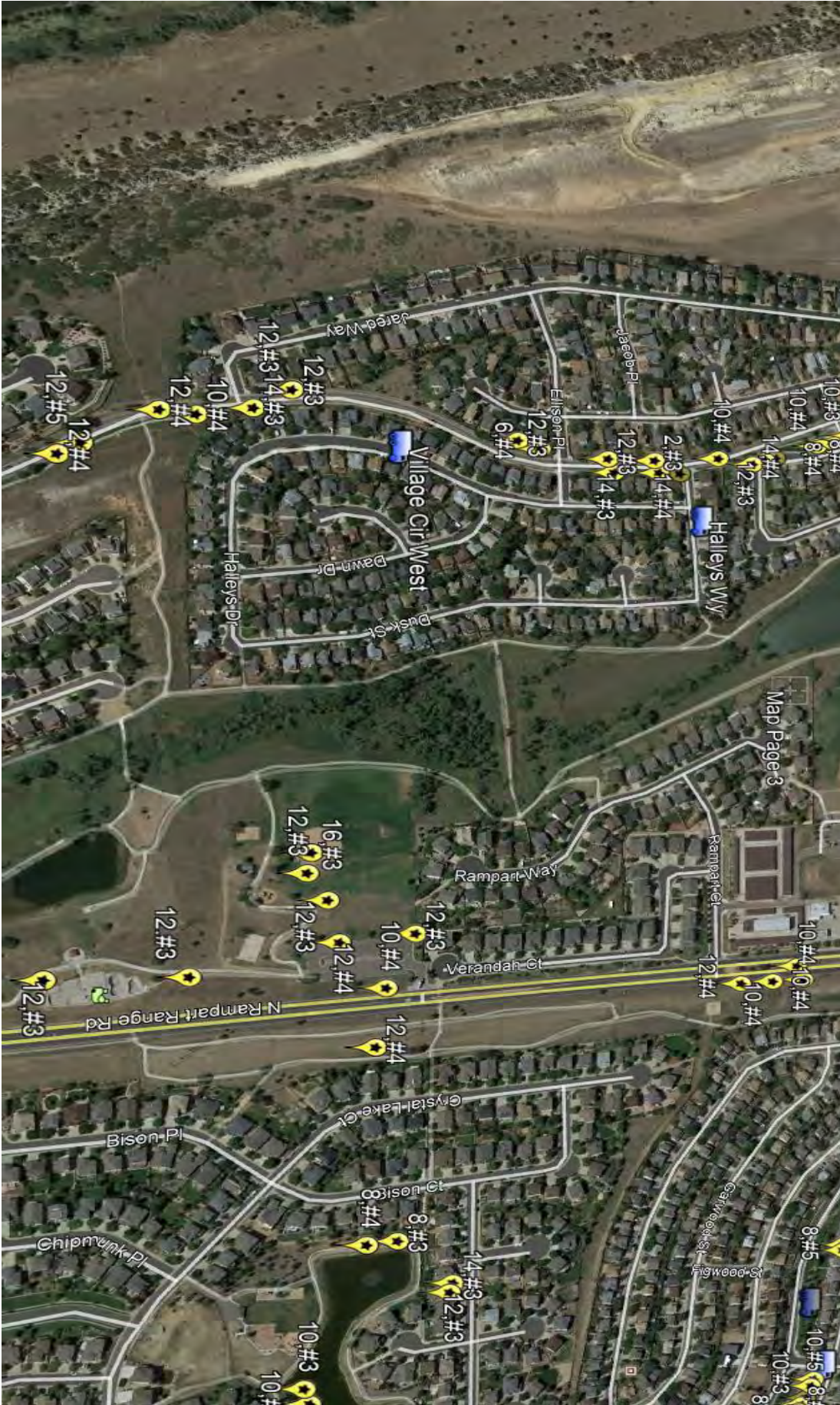


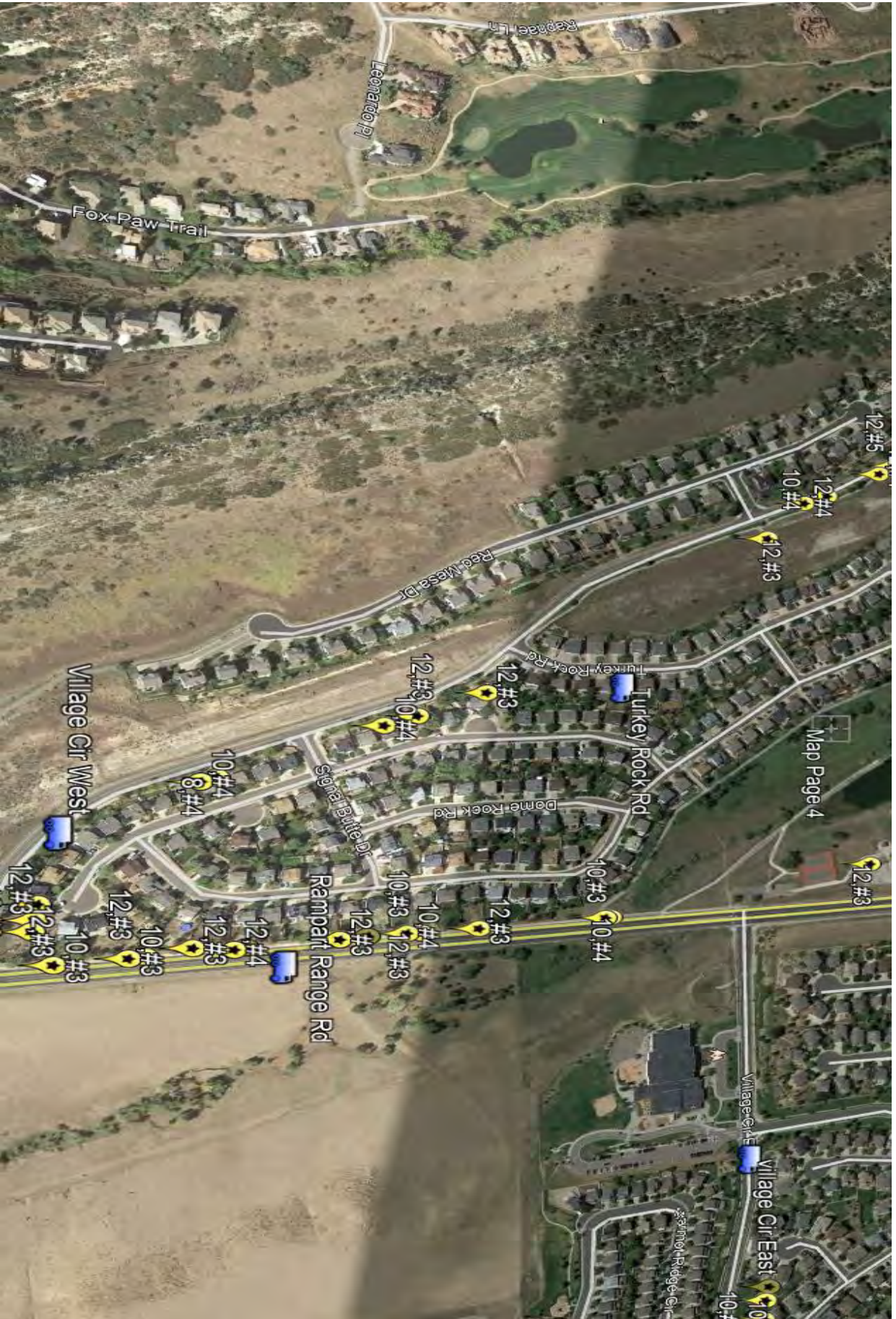


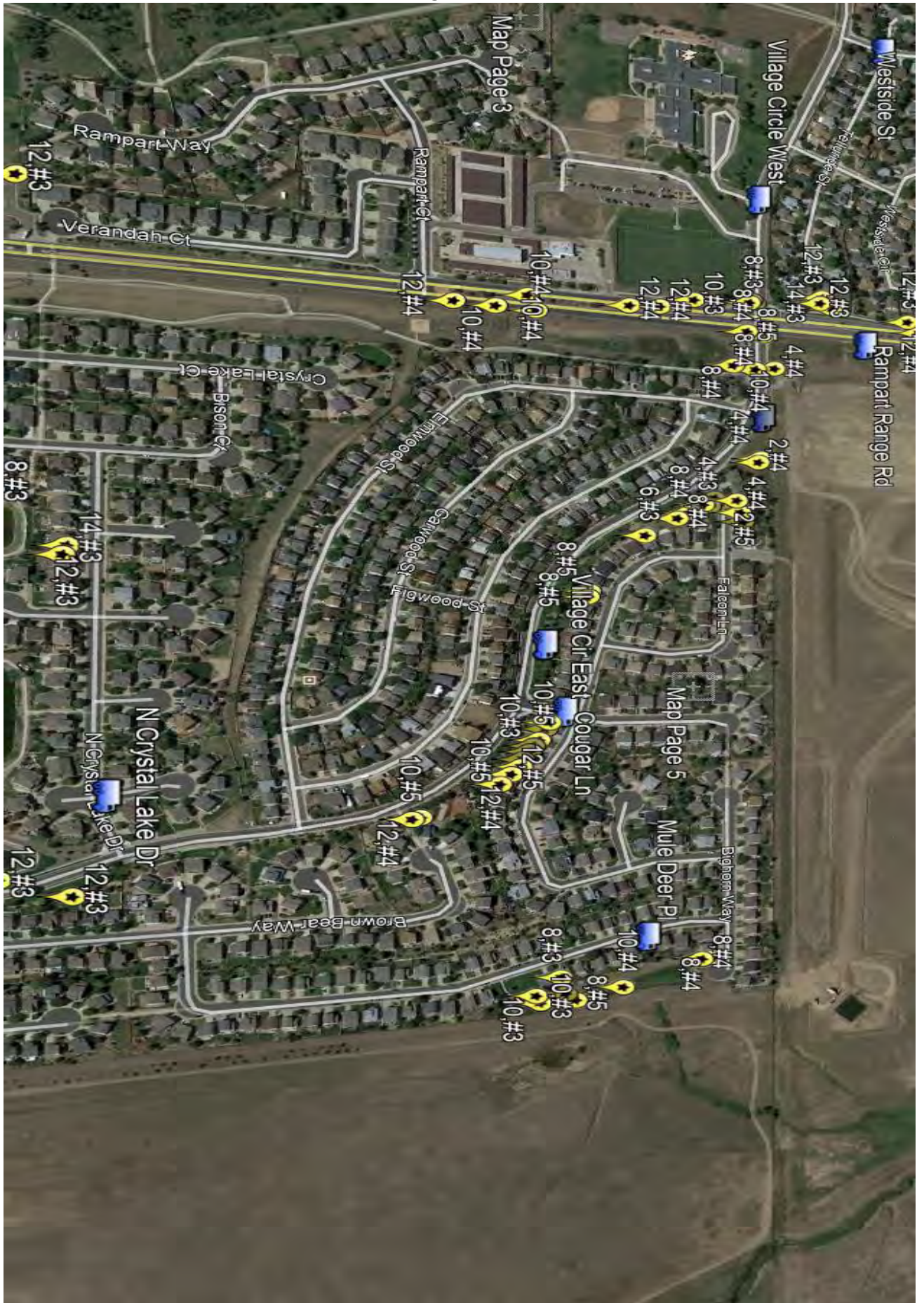


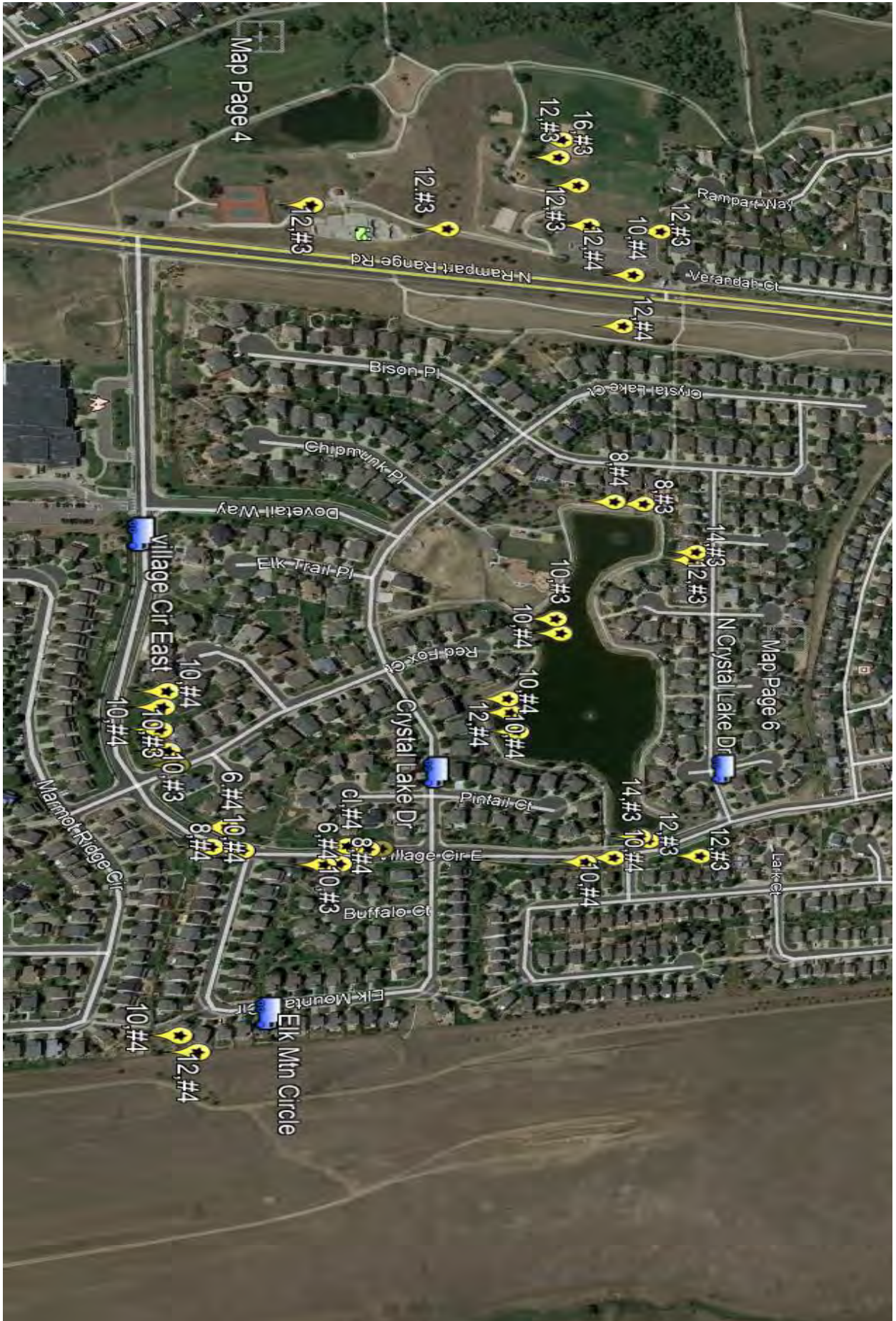












### **Roxborough Metro District 2020 Tree Program**

#### Tree Pruning-

Throughout season. The trees were pruned last year but we will be touching up sidewalk and street clearance, storm damage, and dead trees **\$13,225**

Deep Root Fertilization Program all except fruit trees and cottonwoods – Once in March-April, once in Sept-October **\$10,330 for both treatments**

Conifer Protection Program- treat spruces and pines for Mountain pine beetle, Ips beetle, Zimmerman pine moth, and Spruce gall.- 3 treatments once in March-April, once in June-July, and Once in August-September. **\$7,770 for 3 treatments.**

Targeted General spray program. Selected trees for aphids, mites, caterpillars, and leaf feeding beetles. The trees treated depend on the pests present. 3 treatments done in April-May, June-July, and August-September. **\$6,990 for 3 treatments**

Emerald Ash Borer trunk injection. All ash trees will be trunk injected with Arbormectin (Ammamectin Benzoate) for Emerald Ash Borer, Lilac Ash Borer, Redheaded Ash Borer, and Ash Bark Beetle. This treatment lasts 2 years. One treatment done from April-June after leaf emergence. **\$34,855**

Warranty tree planting- We will be replacing the 10 Kentucky Coffeetrees that did not survive from last year. Planting will take place in March-April. **No additional charge-warranty.**

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





# ROXBOROUGH VILLAGE POND & SPILLWAY PRELIMINARY STUDY

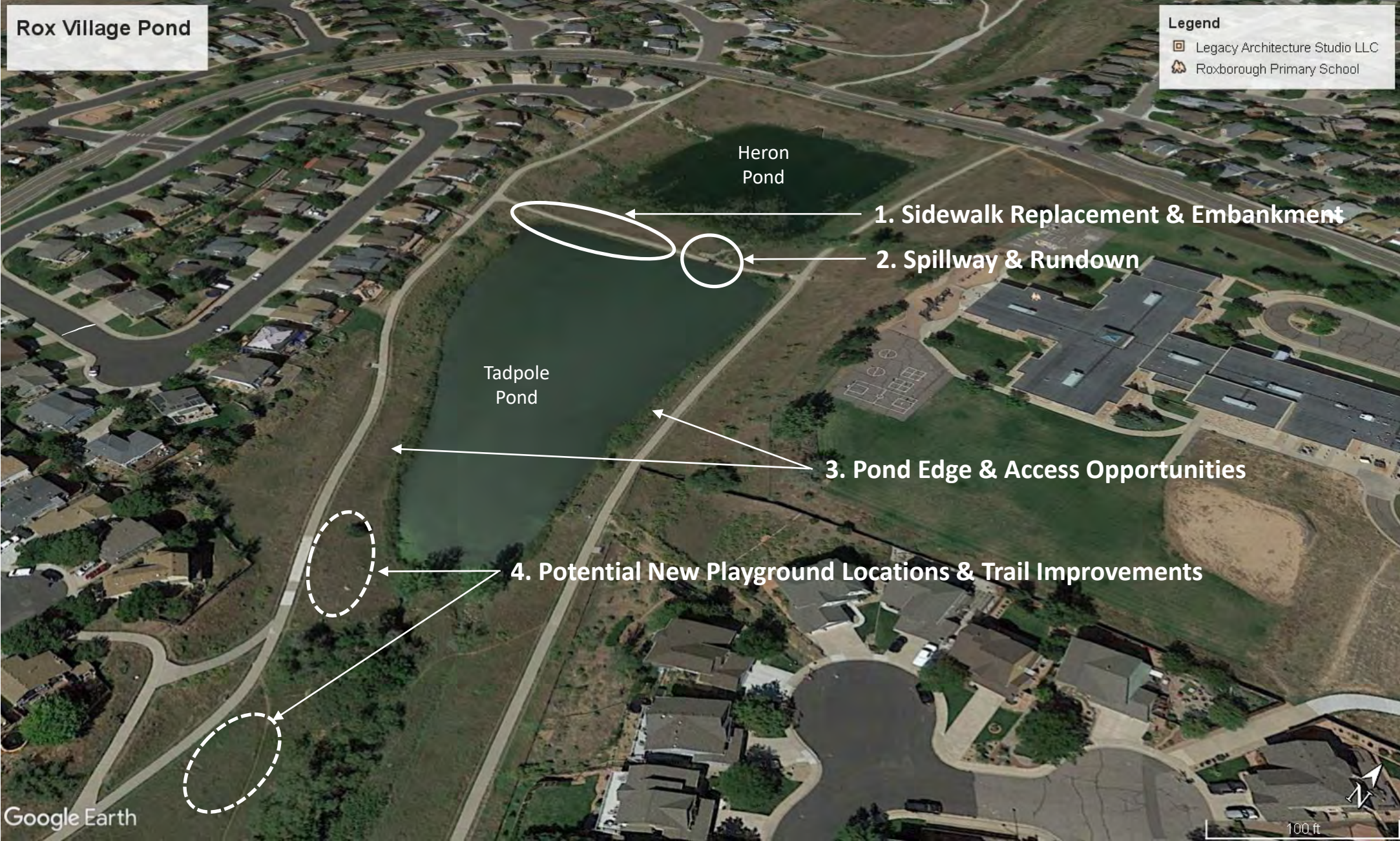
BOARD MEETING UPDATE  
APRIL 2020



**Roxborough Village**  
Metropolitan District  
— COLORADO —



# Pond Analysis and Context



Rox Village Pond

**Legend**

- Legacy Architecture Studio LLC
- Roxborough Primary School

Heron Pond

Tadpole Pond

1. Sidewalk Replacement & Embankment

2. Spillway & Rundown

3. Pond Edge & Access Opportunities

4. Potential New Playground Locations & Trail Improvements

Google Earth

100 ft

# Existing Site Photos | Embankment, Spillway and Rundown



# Existing Site Photos | East Side Edges and Main Pond Area



# Existing Site Photos | West Side Steep Grades and Drainage



# Existing Site Photos | Existing Viewing/Seating Deck on Heron Pond



# Tadpole Pond | Study 1



3. Improved Pond Embankment

4. New Seating / Overlook Area

5. Potential New Elevated Boardwalk

6. Potential New Playground Area

1. Improved Spillway

2. Improved Sidewalk and Weir

4. New Seating / Overlook Area

7. Improved Trails and Access



# Tadpole Pond | Study 2

3. New Seating / Overlook Area

4. Reshaped Pond Edge and Dredged Pond

5. Potential New Lower Pond Trail

3. New Seating / Overlook Area

6. Potential New Playground Area

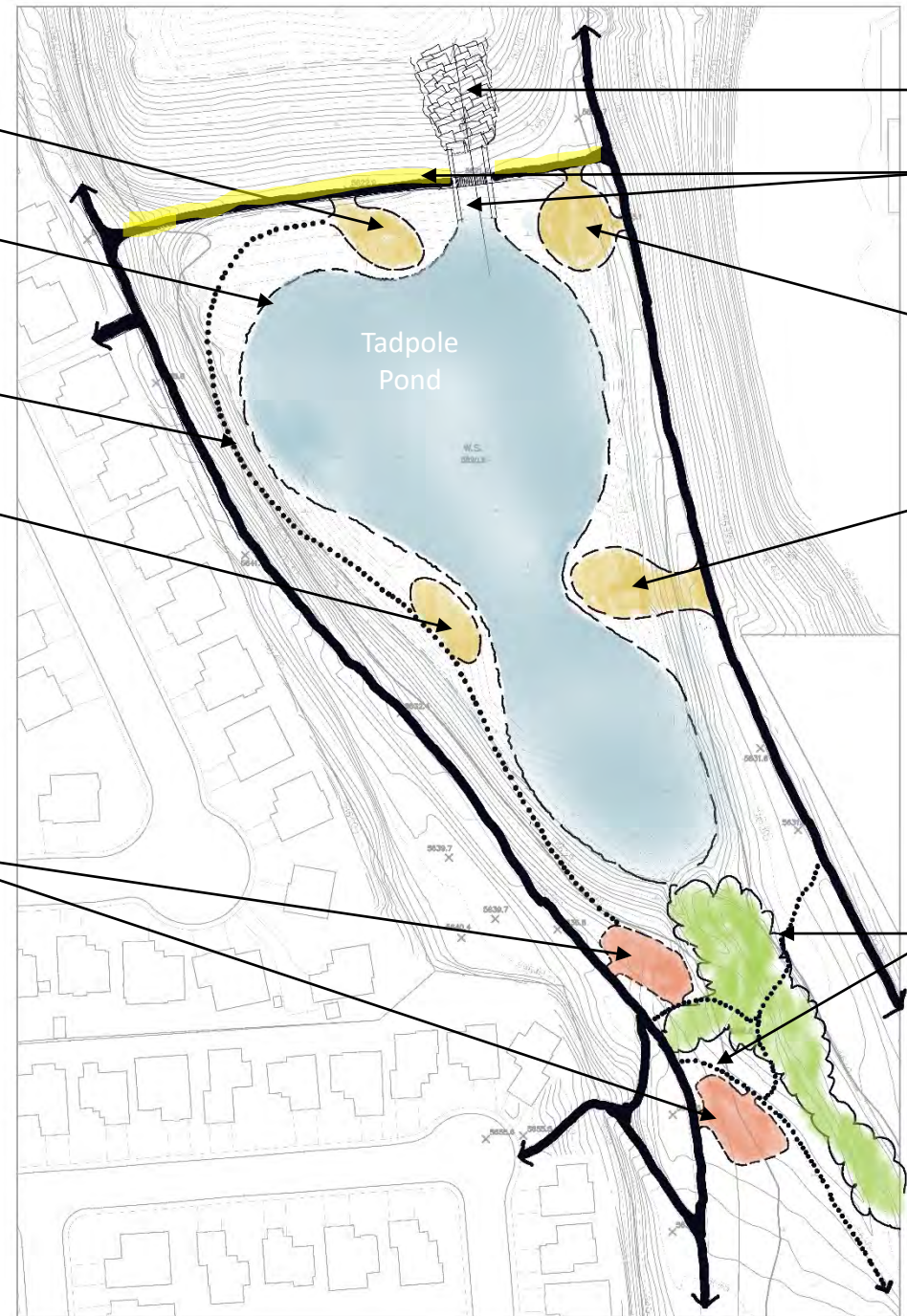
1. Improved Spillway

2. Improved Sidewalk and Weir

3. New Seating / Overlook Area

3. New Seating / Overlook Area

7. Improved Trails and Access



## Tadpole Pond | Study 1



### Pros:

- Requires no dredging
- Likely does not require permits
- Likely lower cost (Except for potential boardwalk)
- New interactive rock embankment
- Less disturbance and construction activity

### Cons:

- Only two new seating/overlook areas
- Improved access but more limited than Study 2

## Tadpole Pond | Study 2



### Pros:

- More naturalistic edges
- More seating and overlook areas
- More trail access and overall access

### Cons:

- Requires dredging and likely higher cost
- Will likely require permits
- Major construction activities and disturbance







**RESOLUTION NO. 2020-\_\_ -\_\_**  
**OF THE BOARD OF DIRECTORS OF**  
**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT**  
**DOUGLAS COUNTY, COLORADO**

**A RESOLUTION DECLARING A LOCAL DISASTER EMERGENCY**

A. The Board of Directors of Roxborough Village Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"), recognizes a disaster (as that term is defined in the Colorado Disaster Emergency Act, Section 24-33.5-701 *et seq.*, C.R.S.) currently present in the service area of the District.

B. The occurrence of the imminent threat of widespread or severe damage, injury, or loss of life or property resulting from the global COVID-19 pandemic requires emergency action to avert danger or damage.

C. The cost and magnitude of responding to and recovering from the impact of the global COVID-19 pandemic is far in excess of the District's available resources.

D. It would be appropriate and in the interests of the public health and safety, and would further protect property, for the District to declare a local disaster emergency.

E. Under the authority granted by Section 24-33.5-709, C.R.S., the District is authorized to declare a local disaster.

F. The District desires to set forth in this Resolution the policy with regard to the declaration of a local disaster.

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

1. There is hereby declared to be a local disaster in the service area of Roxborough Village Metropolitan District, Douglas County, Colorado, to wit the occurrence of imminent threat of widespread or severe damage, injury or loss of life or property, resulting from the global COVID-19 pandemic requiring emergency action to avert danger or damage.

2. The effect of this Declaration shall be to activate the response and recovery aspects of any and all applicable local and interjurisdictional disaster emergency plans and to authorize the furnishing of aid and assistance under such plans.

3. This Resolution shall be effective upon the date and time given below and shall remain in effect until [rescinded by the Board] [for a period of 7 days from the date hereof] [for a period of 30 days from date hereof].

4. True copies shall be promptly filed with the Douglas County Clerk and Recorder, the Colorado Division of Emergency Management and the Douglas County Division of Emergency Management, and Notice of this Resolution Declaring a Local Disaster Emergency shall be promptly published in the *Douglas County News Press*.

5. Upon the rescission of this Resolution Declaring a Local Disaster Emergency, the Board of Directors of the Roxborough Village Metropolitan District will adopt a resolution terminating the local disaster emergency to be filed and published in accordance with the methods stated above.

APPROVED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by a vote of \_\_\_\_ for and \_\_\_\_ against.

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

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

ATTEST:

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

**RESOLUTION NO. 2020-\_\_-\_\_**  
**OF THE BOARD OF DIRECTORS OF**  
**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT**  
**DOUGLAS COUNTY, COLORADO**

**A RESOLUTION APPOINTING A PRINCIPAL EXECUTIVE OFFICER**

The Board of Directors of Roxborough Village Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"), has determined that there is a need for appointing a principal executive officer in the event of a need to declare a local disaster within the District.

WHEREAS, pursuant to C.R.S. §24-33.5-709, Special Districts can declare a local disaster, therefore potentially making federal funding available and allowing districts to implement emergency rules and procedures; and

WHEREAS, C.R.S. §24-33.5-709 specifically states:

1. A local disaster may be declared only by the principal executive officer of a political subdivision. It shall not be continued or renewed for a period in excess of seven days except by or with the consent of the governing Board of the political subdivision. Any order or proclamation declaring, continuing, or terminating a local disaster emergency shall be given prompt and general publicity and shall be filed promptly with the county clerk and recorder, city clerk, or other authorized record-keeping agency and with the office of emergency management.
2. The effect of a declaration of a local disaster emergency is to activate the response and recovery aspects of any and all applicable local and interjurisdictional disaster emergency plans and to authorize the furnishing of aid and assistance under such plans.
3. No interjurisdictional emergency management agency or official thereof may declare a local disaster emergency unless expressly authorized by the agreement pursuant to which the agency functions. An interjurisdictional emergency management agency shall provide aid and services in accordance with the agreement pursuant to which it functions.

WHEREAS, the District has determined that it is necessary to appoint a principal executive officer in the event that a local disaster occurs; and

WHEREAS, the District has determined that \_\_\_\_\_ shall be appointed as the principal executive officer.

IT IS THEREFORE RESOLVED by the Board of Directors of the Roxborough Village Metropolitan District that \_\_\_\_\_ is appointed as the District's principal executive officer.



The provisions of this Resolution shall take effect immediately.

APPROVED AND ADOPTED this \_\_\_ day of April, 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



Map Page 4

4 new autumn blaze Maples

Map Page 6

14.#3

6.#4

12.#3

10.#4

12.#4

New Elm

New Elm

12.#3

12.#3

16.#3

12.#3

12.#3

14.#3

12.#3

8.#4

8.#3

10.#3

10.#4

10.#4

12.#4

10.#4

10.#4

N Crystal Lake Dr New Honeylocust

Crystal Lake Dr

10.#3

cl.#4

8.#4

6.#4

10.#3

6.#4

10.#4

10.#3

10.#3

New Crab New

10.#4

12.#4

Village Cir E & N Rampart Range Rd

village Cir East

10.#4

10.#3

10.#3

10.#3

10.#4

Turkey Rock Rd

10.#4

10.#3

12.#3

12.#3

12.#3

12.#3

10.#4

10.#3

10.#4

12.#3

10.#3

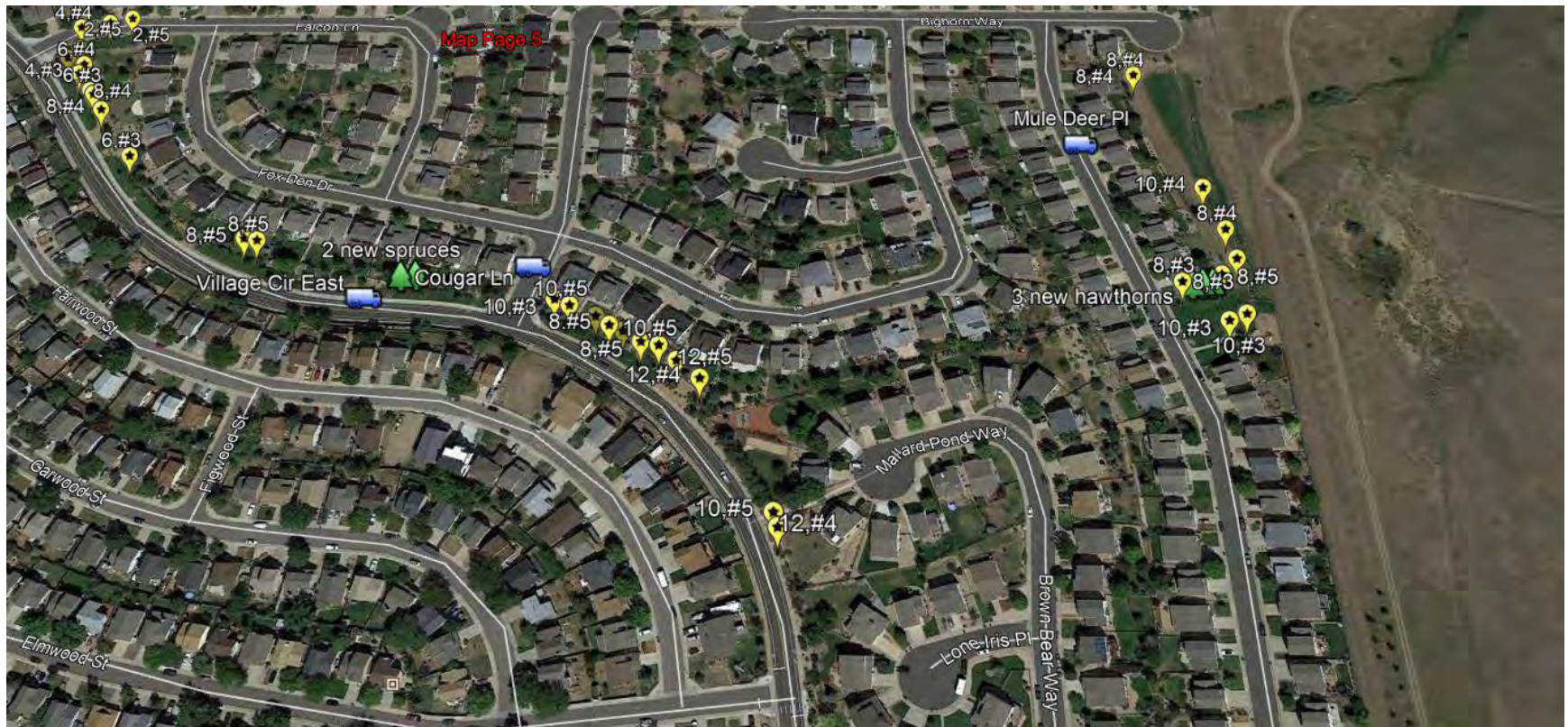
New Crab

New Elm

New Elm

Marmot Range Pl

Elk Mtn



**MFish Graphics**



303-880-4448

fishgraphicsco@gmail.com

## Estimate

**ADDRESS**

Jerel Sangster  
Roxborough Village  
Metropolitan District  
8390 E Crescent  
Parkway, Suite 300  
Greenwood Village, CO  
80111

**SHIP TO**

Jerel Sangster  
Roxborough Village  
Metropolitan District  
8390 E Crescent  
Parkway, Suite 300  
Greenwood Village, CO  
80111

**ESTIMATE # 1179**

**DATE 04/14/2020**

---

| DATE       | ACTIVITY          | DESCRIPTION                              | QTY | RATE  | AMOUNT  |
|------------|-------------------|--|-----|-------|---------|
| 04/14/2020 | <b>Sales item</b> | 24 x 18 One sided, full color yard signs | 20  | 14.98 | 299.60T |

-----  
Please review the estimate with the changes you requested. These are one sided so they can be back to back.  
Once the estimate and proof are approved I will send the invoice and begin the production process.

|              |                 |
|--------------|-----------------|
| SUBTOTAL     | 299.60          |
| TAX          | 0.00            |
| <b>TOTAL</b> | <b>\$299.60</b> |

Please call or email me with comments or questions you may have.

Thank you!  
Margie Fish

Accepted By

Accepted Date

**THIS  
AREA  
IS CLOSED**

**Until further notice**

**Roxborough Village Metropolitan District**