

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
REGULAR BOARD MEETING AGENDA

Board of Directors:

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

Date: September 17, 2019 (Tuesday)
Time: 6:30 p.m.
Place: West Metro Fire Station 15
6220 N. Roxborough Park Road
Littleton, CO 80125
Call in Information: Dial 844-286-0635 Code 391046547

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

CONSENT AGENDA (10 MINUTES)

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

- A. Consider Approval of the minutes of the August 15, 2019 Special Meeting Minutes, August 20, 2019 Regular Meeting Minutes and September 5, 2019 Special Meeting Minutes (enclosed)
- B. Review and Accept September 12, 2019 Cash Position and Property Tax Schedule (enclosed)
- C. Ratify Approval of Service Agreement with Just a Buck Food Truck (enclosed)
- D. Ratify Approval of Service Agreement with Kona Ice (enclosed)
- E. Ratify Approval of Service Agreement with Rachel Nancy Photography (enclosed)

DISCUSSION AGENDA

5. ACTION ITEMS

- A. Review and Consider Approval of Current Claims, Approve Transfer of Funds, and Ratify Payment of Autopay Claims and Ratify Approval of Previous Claims (enclosed)
- B. Consider Two Resolutions Related to Ratifying an Amendment to the Rules and Regulation to Allow Fishing in District Ponds (enclosed)
- C. Discussion regarding Possible Fence Encroachment (enclosed)
- D. Discussion regarding Sidewalk Replacement, Trail Replacement. Rip Rap Replacement and Spillway Concrete Replacement
- E. Update on Algae in Ponds – Scott Barnett
- F. Update on Fencing near Willow Creek – Scott Barnett

6. MANAGER MATTERS (40 MINUTES)

- A. Master Plan and Fall Festival Updates (enclosed)
- B. Review 2020 Budget Process
 - 1. October 15- Draft Budget Communicated to the Board
 - 2. November 19, 2019 Board Meeting – Public Hearing to Review and Approve 2020 Budget
 - 3. December 15, 2019 – Mill Levy Certified
- C. Review Pickleball Proposal (enclosed)
- D. Review Playground Equipment Proposals (enclosed)
- E. Discuss Attending One Rox Meeting
- F. Other

7. LANDSCAPE MAINTENANCE (10 MINUTES)

- A. Metco Landscape Report – Justin Ball (enclosed)
- B. Review and Consider Approval of Proposals
 - 1. Clean up Drainage Channel \$4,500 (enclosed)
- C. Update on Bailey Tree Planting
- D. Other

8. FINANCIAL MATTERS (10 MINUTES)

- A. Other

9. DIRECTOR ITEMS (5 MINUTES)

- A. Recap Fall Festival
- B. Other

10. LEGAL MATTERS (20 MINUTES)

Roxborough Village Metropolitan District

Agenda – September 17, 2019

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- A. Update Regarding Final Water Due Diligence Filing and Executive Session Pursuant to C.R.S. Section 24-6-402(4)(B) and for the Purposes of Receiving Legal Advice on Specific Legal Questions, if requested
- B. Update on Denver Water Release into Little Willow Creek
 - a. Discussion Erosion Issues re Inflow and Outflow Points of the “Triangle” or “Upper Irrigation” Pond
- C. Update on 14B Parcel Ownership
- D. Update on Chatfield Farms Meters and Billing
- E. Update on GMR Contracting for Dugout Design
- F. Discuss Online Notice of Public Meetings
- G. Other

11. ENGINEERING MATTERS (15 MINUTES)

- A. Update on Irrigation Coordination
- B. Update on Water Quality Analysis
- C. 7 Acre Pond Update
- D. Other

12. OTHER BUSINESS (5 MINUTES)

- A. Confirm Quorum for October 15, 2019 Regular Board Meeting (Roxborough Library)

13. ADJOURNMENT

SCHEDULED BOARD MEETINGS 6:30 P.M.

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

2019 Meeting Calendar

January						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

February						
Su	M	Tu	W	Th	F	Sa
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17	18	19	20	21	22	23
24	25	26	27	28		

March						
Su	M	Tu	W	Th	F	Sa
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24	25	26	27	28	29	30
31						

April						
Su	M	Tu	W	Th	F	Sa
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28	29	30				

May						
Su	M	Tu	W	Th	F	Sa
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26	27	28	29	30	31	

June						
Su	M	Tu	W	Th	F	Sa
						1
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9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

July						
Su	M	Tu	W	Th	F	Sa
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28	29	30	31			

August						
Su	M	Tu	W	Th	F	Sa
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September						
Su	M	Tu	W	Th	F	Sa
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29	30					

October						
Su	M	Tu	W	Th	F	Sa
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November						
Su	M	Tu	W	Th	F	Sa
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December						
Su	M	Tu	W	Th	F	Sa
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29	30	31				

RECORD OF PROCEEDINGS

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

HELD

Thursday, August 15, 2019

A special meeting of the Board of Directors of the Roxborough Village Metropolitan District (referred to hereafter as the "Board") was convened on Thursday, August 15, 2019 at 6:30 p.m., Roxborough Library, 8357 N. Rampart Range Road, #200, Littleton, CO 80125. The meeting was open to the public.

ATTENDANCE

In Attendance were Directors:

Calvin Brown
Steve Sherman
Ron Bendall
Edward Wagner (arrived at 6:20 p.m.)
Debra Prysby (arrived at 6:25 p.m.)

Also in Attendance were:

Katie James, Esq.; Folkestad Fazekas Barrick & Patoile, P.C.
Todd Wenskoski, Yishuen Lo and Meredith Wenskoski; Livable Cities Studios
Arleen Taniwaki; Arland Land Use Economics
Anna Jones and Patrick Shannon; CliftonLarsonAllen LLP

**CALL TO ORDER AND
APPROVE
AGENDA**

The meeting was called to order at 6:33 p.m. by Director Brown. Upon a motion duly made by Director Sherman, seconded by Director Wagner, and upon vote unanimously carried, the Board approved the agenda as submitted.

**DECLARATION OF
QUORUM**

A quorum was confirmed.

**PUBLIC
COMMENT**

There were no public comments.

MASTER PLAN

Mr. Wenskoski, Ms. Lo, Ms. Taniwaki and Ms. Wenskoski reviewed concepts and options for the Master Plan with the Board. Discussion ensued.

RECORD OF PROCEEDINGS

OTHER BUSINESS

There was no other business.

ADJOURNMENT

Upon a motion duly made by Director Prysby, seconded by Director Bendall, and upon vote unanimously carried, the Board adjourned the meeting at 8:30 p.m.

Respectfully submitted,

By: _____
Calvin Brown, President

Attest:

By: Ronald Bendall, Secretary

RECORD OF PROCEEDINGS

MINUTES OF A REGULAR MEETING
OF THE BOARD OF DIRECTORS OF THE
ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
HELD
August 20, 2019

A regular meeting of the Board of Directors of the Roxborough Village Metropolitan District (referred to hereafter as the "Board") was convened on Tuesday, August 20, 2019 at 6:30 p.m., at the Roxborough Library, 8357 N. Rampart Range Road, #200, Littleton, CO 80125. The meeting was open to the public.

ATTENDANCE

In Attendance were Directors:

Calvin Brown (via telephone) for a portion of the meeting (put time in if possible)
Debra Prysby
Edward Wagner
Steven Sherman
Ron Bendall

Also in Attendance were:

Katie James, Esq.; Folkestad Fazekas Barrick & Patoile, P.C.
Scott Barnett; Mulhern MRE Inc.
Bill Barr; Metco Landscaping
Anna Jones and Jerel Sangster; CliftonLarsonAllen LLP
Kris Plaven, Keller Williams
Hannah Snyder, resident
Katie Ciccio, Chase Bank

CALL TO ORDER

The meeting was called to order at 6:36 p.m. by Director Prysby. Director Brown attended via telephone.

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

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

APPROVE AGENDA

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

RECORD OF PROCEEDINGS

PUBLIC

**COMMENT and/or
GUESTS**

Kris Plaven requested permission from the Board to place realtor signage in the rights of way. Directors Bendall and Sherman noted their concern regarding allowing businesses to advertise in District right-of-way. It was determined that businesses that contribute to RVMD through sponsorships or other means could be recognized in that context.

CONSENT AGENDA

- A. Consider Approval of the minutes of the July 16, 2019 Regular Meeting
- B. Review and Accept the June 30, 2019 Financial Statements, August 15, 2019 Cash Position and Property Tax Schedule
- C. Other

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

DISCUSSION AGENDA

ACTION ITEMS

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

Ms. Jones reviewed the claims with the Board. After review, upon a motion duly made by Director Sherman, seconded by Director Brown, and upon a vote unanimously carried, the Board approved current claims, approved transfer of funds, ratified payment of autopay claims and ratified approval of previous claims.

- B. Consider Amendment to Rules and Regulation to Allow Fishing

Ms. James reviewed the proposed fishing permit and amending the Rules and Regulations to allow fishing. CLA will update the website to add a hyperlink to the Rules and Regulations on the fishing application.

After discussion, upon a motion duly made by Director Sherman, seconded by Director Wagner, and upon vote unanimously carried, the Board approved allowing residents to fish in the ponds with a valid permit. Ms. James will bring a resolution approving the amendment regarding fishing to the next meeting.

RECORD OF PROCEEDINGS

MANAGER MATTERS

A. Master Plan Update

The Board requested Mr. Sangster get notice to the Roxborough schools regarding the September 5th Community Event and the September 14th Fall Festival.

Director Sherman noted that Livable Cities Studios will be making resident input to the Master Plan a top priority.

B. Update on Newsletter

The Board asked for several changes to the draft newsletter as presented. Ms. Jones agreed to convey revisions to Livable Cities Studios for updates.

C. Update on Basketball Court and Hoop

Mr. Sangster updated the Board, noting that the repair work has been completed.

D. Update on Pickle Ball Court

Mr. Sangster updated the Board. Discussion ensued. The Board asked for additional information on the striping and pricing for court construction.

E. Update on Community Park Restrooms

Mr. Sangster provided an update, noting the water fountain replacement options. After discussion, upon a motion duly made by Director Sherman, seconded by Director Bendall, and upon vote unanimously carried, the Board approved the installation of one water fountain with a water bottle filler and repairing the existing fountain.

F. Review and Consider Approval of T-shirt Design and Pricing

After discussion, upon a motion duly made by Director Sherman, seconded by Director Wagner, and upon vote unanimously carried, the Board approved the purchase of T-shirts for the Board and volunteers for the Fall Festival.

G. Review and Discuss Playground Inspection Report

Mr. Sangster reviewed the report with the Board. The Board instructed CLA to research pricing for items recommended and coded per the inspection criteria as “repair” (3) and “immediate action” (4). CLA will

RECORD OF PROCEEDINGS

follow up and bring the information back to the Board at the September meeting.

H. Review and Discuss Hail Damage Deductible

After discussion, The Board asked several clarifying questions. No action was needed.

- I. Review 2020 Budget Process
1. August 25 – Preliminary AV Received
 2. October 15 – Draft Budget Communicated to the Board
 3. November 19, 2019 Board Meeting – Public Hearing to Review and Approve 2020 Budget
 4. December 15, 2019 – Mill Levy Certified

Ms. Jones reviewed the 2020 budget process.

J. Discuss Bike Regulations

Ms. Jones discussed bike regulations, noting resident comments regarding safety and bike traffic. The Board noted those concerns. No action was taken.

K. Other

None.

LANDSCAPE MAINTENANCE

A. Metco Landscape Report

Mr. Barr presented the monthly landscape report.

B. Review and Consider Approval of Proposals:

1. Proposal for Plant Replacement on the South Median on Rampart Range Road and Gate Repair at Mule Deer Park - \$4,950.
2. After review, upon a motion duly made by Director Prysby, seconded by Director Sherman, and upon vote unanimously carried, the Board approved the proposal for plant replacement on the south median on Rampart Range Road and gate repair at Mule Deer Park - \$4,950.

C. Update on Bailey Tree Planting

Director Prysby noted that another tree stump still needs to be grinded down on the west side of Village Circle West, between Stacy Place and

RECORD OF PROCEEDINGS

Canvasback Circle. Ms. Jones indicated she would reach out to Bailey Tree to have the stump ground.

- D. Review and Consider Approval of Bailey Tree Proposal for Removal and Stump Grinding of Broken Tree across from 7823 Canvasback Circle - \$500

After review, upon a motion duly made by Director Bendall, seconded by Director Sherman, and upon vote unanimously carried, the Board approved the proposal for removal and stump grinding of broken tree across from 7823 Canvasback Circle in the amount of \$500.

- A. Other

None.

FINANCIAL MATTERS

- A. Other

None.

DIRECTOR ITEMS

- A. Update on Fireworks/Community Event – Director Brown
1. Fundraising/Sponsorship Update
 2. Event Schedule/Volunteer Roles/Board Participation

Mr. Sangster updated the Board on the Fall Festival status and the need for Board participation at the event.

- B. Discuss SDA Annual Conference on September 18th to 20th in Keystone.

LEGAL MATTERS

Director Brown indicated he would be attending.

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

No discussion.

- B. Update on Denver Water release into Little Willow Creek
- a. Discuss Erosion Issues re Inflow and Outflow Points of the “Triangle” or “Upper Irrigation” Pond

No update.

- C. 14B Parcel Ownership

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No Update.

D. Update on Chatfield Farms Meters and Billing

No Update.

E. Review Fishing Permit

Previously discussed.

F. Update on GMR Contract for Dugout Design

No update.

G. Discuss Online Notice of Public Meetings

Ms. James noted that new legislation allows special districts to post public meeting notices online 24 hours prior to meeting, instead of the 72 hour physical postings. The Board discussed and will consider again in September.

H. Other

None.

ENGINEERING MATTERS

A. Update on Irrigation Coordination

Mr. Barnett reported that the jockey pump has been replaced. He also noted that he has met with HydroSystems regarding the irrigation strategy and follow up analysis.

B. Update on Water Quality Analysis

Mr. Barnett noted that he contacted Aqua Sierra regarding potential algae in the ponds. The next scheduled sampling is in the fall. Mr. Barnett noted that it would cost \$360 for an additional visit.

After discussion upon a motion duly made by Director Prysby, seconded by Director Bendall, and upon vote unanimously carried, the Board approved Aqua Sierra to conduct an additional visit to test the water in the amount of \$360.

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C. Update on Team Pain Skatepark Maintenance

Mr. Barnett reviewed the work and the process. He indicated he was pleased with the repairs.

D. 7 Acre Pond Update

No updates.

E. Discussion regarding Sidewalk Replacement, Trail Replacement and Spillway Concrete Replacement

No updates.

F. Other

OTHER BUSINESS

None.

A. Confirm Quorum for September 17, 2019 Regular Board Meeting (West Metro Fire Station)

ADJOURNMENT

A quorum was confirmed for the September 17, 2019 Regular Board Meeting.

Upon a motion duly made by Director Prysby, seconded by Director Wagner, and upon vote unanimously carried, the Board adjourned the meeting at 8:45 p.m.

Respectfully submitted,

By:
Calvin Brown, President

Attest

By: _____
Ronald Bendall, Secretary

RECORD OF PROCEEDINGS

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

HELD

Thursday, September 5, 2019

A special meeting/community event of the Board of Directors of the Roxborough Village Metropolitan District (referred to hereafter as the “Board”) was convened on Thursday, September 5, 2019 at 5:30 p.m., Roxborough Primary School, 8000 Village Circle West, Littleton, CO 80125. The meeting was open to the public.

ATTENDANCE

In Attendance were Directors:

Calvin Brown
Steve Sherman
Ron Bendall
Edward Wagner
Debra Prysby

Also in Attendance were:

Todd Wenskoski, Meredith Wenskoski and Yishuen Li; Livable Cities Studios
Anna Jones and Pat Shannon ; CliftonLarsonAllen LLP

**CALL TO ORDER AND
APPROVE
AGENDA**

The meeting was called to order at 5:30 p.m.

A quorum was confirmed.

**DECLARATION OF
QUORUM**

**PUBLIC
COMMENT**

The public comments were in response to Livable Cities Studios’ master plan concepts.

**COMMUNITY EVENT -
MASTER PLAN UPDATE**

Mr. Wenskoski and his team reviewed concept and received feedback. That feedback will be summarized and made available as part of the planning process.

OTHER BUSINESS

There was no other business.

RECORD OF PROCEEDINGS

ADJOURNMENT

The meeting was adjourned at 7:30. p.m.

Respectfully submitted,

By: _____
Calvin Brown, President

Attest:

By: Ronald Bendall, Secretary

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
Schedule of Cash Position
June 30, 2019
Updated as of September 12, 2019

	General Fund	Debt Service Fund	Capital Projects Fund	Total
<u>FirstBank - Checking Account</u>				
Balance as of 6/30/19	\$ 38,334.58	\$ -	\$ -	\$ 38,334.58
Subsequent activities:				
07/05/19 - Douglas County Payment	(50.00)	-	-	(50.00)
07/16/19 - Transfer from Colotrust	59,317.00	-	5,683.00	65,000.00
07/16/19 - Checks #1281-1289	(48,447.47)	-	(5,683.00)	(54,130.47)
07/18/19 - ADP payroll/taxes - Aug	(2,475.95)	-	-	(2,475.95)
July ACH - Xcel payments	(18.54)	-	-	(18.54)
July ACH - IREA payments	(1,069.81)	-	-	(1,069.81)
July ACH - Roxborough Water	(1,514.75)	-	-	(1,514.75)
July ACH - Douglas County	(50.00)	-	-	(50.00)
08/16/19 - Transfer from Colotrust	100,072.60	-	9,927.40	110,000.00
08/20/19 - Checks #1290-1305	(94,488.92)	-	(9,927.40)	(104,416.32)
08/22/19 - ADP payroll/taxes - Aug	(538.25)	-	-	(538.25)
Aug ACH - Xcel payments	(18.67)	-	-	(18.67)
Aug ACH - IREA payments	(1,308.23)	-	-	(1,308.23)
Aug ACH - Roxborough Water	(2,758.59)	-	-	(2,758.59)
Anticipated payables - Sept	(46,395.78)	-	(59,724.14)	(106,119.92)
Anticipated ADP payroll/taxes - Sept	(538.25)	-	-	(538.25)
Anticipated IREA payment - Sept	(1,309.32)	-	-	(1,309.32)
Anticipated Roxborough Water payment - Sept	(9,096.04)	-	-	(9,096.04)
Anticipated transfer from Colotrust - Sept	62,275.86	-	59,724.14	122,000.00
<i>Anticipated Balance</i>	<u>49,921.47</u>	<u>-</u>	<u>-</u>	<u>49,921.47</u>
<u>Colotrust - Plus</u>				
Balance as of 6/30/19	699,297.84	1,710,418.80	1,622,475.30	4,032,191.94
Subsequent activities:				
07/10/19 - Property/SO Taxes	319,215.76	830,861.76	-	1,150,077.52
07/16/19 - Transfer to FirstBank	(59,317.00)	-	(5,683.00)	(65,000.00)
07/31/19 - Interest Income	2,924.86	6,824.68	-	9,749.54
08/02/19 - Douglas County Deposit Refund	100.00	-	-	100.00
08/10/19 - Property/SO Taxes	38,515.76	17,364.43	-	55,880.19
08/16/19 - Transfer to FirstBank	(100,072.60)	-	(9,927.40)	(110,000.00)
08/31/19 - Interest Income	2,955.07	6,895.15	-	9,850.22
09/10/19 - Property/SO Taxes	29,564.33	6,502.26	-	36,066.59
Anticipated transfer to checking	62,275.86	-	59,724.14	122,000.00
<i>Anticipated Balance</i>	<u>995,459.88</u>	<u>2,578,867.08</u>	<u>1,666,589.04</u>	<u>5,240,916.00</u>
<u>UMB - 1993 A & B Bond Fund</u>				
Balance as of 6/30/19	-	1,664,422.66	-	1,664,422.66
Subsequent activities:				
07/01/19 - D/S Interest Payment	-	(112,638.43)	-	(112,638.43)
07/31/19 - Interest Income	-	2,355.60	-	2,355.60
08/31/19 - Interest Income	-	2,238.38	-	2,238.38
<i>Anticipated Balance</i>	<u>-</u>	<u>1,556,378.21</u>	<u>-</u>	<u>1,556,378.21</u>
<i>Anticipated Balances</i>	<u>\$ 1,045,381.35</u>	<u>\$ 4,135,245.29</u>	<u>\$ 1,666,589.04</u>	<u>\$ 6,847,215.68</u>

Yield information (as of 8/31/19):

First Bank - 0.0%

Colotrust Plus - 2.27%

ROXBOROUGH VILLAGE METRO DISTRICT
Property Taxes Reconciliation
2019

	Current Year							Prior Year			
	Property Taxes	Delinquent Taxes, Rebates and Abatements	Specific Ownership Taxes	Interest	Treasurer's Fees	Net Amount Received	% of Total Property Taxes Received		Total Cash Received	% of Total Property Taxes Received	
							Monthly	Y-T-D		Monthly	Y-T-D
January	\$ 48,332.27	\$ -	\$ 25,063.17	\$ -	\$ (724.97)	\$ 72,670.47	1.51%	1.51%	\$ 107,497.35	2.53%	2.53%
February	1,448,704.86	-	24,350.33	-	(21,730.57)	1,451,324.62	45.11%	46.62%	1,366,897.70	42.52%	45.05%
March	50,188.47	-	20,873.86	16.62	(753.11)	70,325.84	1.56%	48.18%	138,944.83	3.52%	48.57%
April	197,959.47	-	27,623.11	16.26	(2,969.63)	222,629.21	6.16%	54.35%	242,363.71	6.87%	55.44%
May	271,397.00	-	25,759.45	53.32	(4,071.75)	293,138.02	8.45%	62.80%	319,919.86	9.23%	64.67%
June	1,143,023.98	-	23,938.45	264.41	(17,149.32)	1,150,077.52	35.59%	98.39%	1,092,289.73	33.79%	98.46%
July	23,029.82	-	32,568.95	636.41	(354.99)	55,880.19	0.72%	99.11%	60,808.27	0.96%	99.42%
August	8,407.66	-	27,393.93	397.06	(132.06)	36,066.59	0.26%	99.37%	40,946.33	0.35%	99.78%
September	-	-	-	-	-	-	0.00%	99.37%	31,451.65	0.05%	99.83%
October	-	-	-	-	-	-	0.00%	99.37%	18,662.53	-0.26%	99.57%
November	-	-	-	-	-	-	0.00%	99.37%	26,396.63	-0.06%	99.51%
December	-	-	-	-	-	-	0.00%	99.37%	32,171.88	0.00%	99.51%
Total	\$ 3,191,043.53	\$ -	\$ 207,571.25	\$ 1,384.08	\$ (47,886.40)	\$ 3,352,112.46	99.37%	99.37%	\$ 3,478,350.47	99.51%	99.51%

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

Property Tax

General Fund	\$ 842,190	26.23%	\$ 836,898.42	99.37%
Debt Service Fund	2,369,030	73.77%	2,354,145.11	99.37%
Total	\$ 3,211,220	100.00%	\$ 3,191,043.53	99.37%

\$ 242,102.00
-
\$ 242,102.00

Specific Ownership Tax

General Fund	\$ 321,122	100.00%	\$ 207,571.25	64.64%
Debt Service Fund	-	0.00%	-	0.00%
Total	\$ 321,122	100.00%	\$ 207,571.25	64.64%

Treasurer's Fees

General Fund	\$ 12,633	26.23%	\$ 12,558.92	99.41%
Debt Service Fund	35,535	73.77%	35,327.48	99.42%
Total	\$ 48,168	100.00%	\$ 47,886.40	99.42%

\$ 3,736.26
-
\$ 3,736.26

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement"), is made and entered into this ___ day of August, 2019, by and between **ROXBOROUGH VILLAGE METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is c/o CliftonLarsonAllen LLP, 8390 E. Crescent Parkway, Suite 500, Greenwood Village, Colorado 80111-4814 (the "District"), and **JUST A BUCK TRUCK, LLC**, a Colorado corporation, whose address is 1841 S. Nome Court, Aurora, Colorado 80012 (the "Contractor").

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

CONTRACTOR INFORMATION:

Soc. Sec. or Tax I.D. #: 82-5178788
 Telephone Number: 720-248-7508
 Fax Number:
 Contact Person: Joshua Gomez

IT IS HEREBY AGREED AS FOLLOWS:

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

Exhibit A is hereby amended to remove Section 6. If any of the provisions of **Exhibit A** are found to conflict with the Terms and Conditions contained herein, the Terms and Conditions will control.

CONTRACT PRICE. Subject to the provisions of the Terms and Conditions, District agrees to pay, and Contractor agrees to accept as full compensation for performing the Work, a sum not to exceed Seven Hundred and 50/100 Dollars (\$750.00) (the "Contract Price"), and to be reduced in accordance with Contractor's actual sales as described in Section 4 of **Exhibit A**.


DISTRICT:

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

By: 
 Calvin Brown, President

CONTRACTOR:

JUST A BUCK TRUCK, LLC
 a Colorado corporation

By: 
 Name: JOSH GOMEZ
 Its: _____

CATERING CONTRACT - Roxborough Village Metropolitan District - 09/14/19

This Catering Contract is entered into between [Mile High Kona Ice] (“Caterer”) and Roxborough Village Metropolitan District (“Client”) (together, “Parties”) and sets forth the agreement between the Parties relating to catering services to be provided by the Caterer for Client for the event identified in this Contract.

1. Event Details

Client is hiring Caterer to provide food and beverages, and related services, for the following event (“Event”):

Date: 14 September 2019

Truck set up time: 5:30 PM

Event start time (for guests): 6 PM (“Start Time”)

Event end time (for guests): 9 PM (“End Time”)

Location: Roxborough Community Park, 7673 N Rampart Range Rd., Littleton, CO 80125 (“Venue”)

Estimated number of guests: 150-200

2. Menu to Be Served

The Parties have agreed to the menu attached to this Catering Agreement as Exhibit A. Caterer reserves the right to make small changes to the menu if key ingredients are unable to be sourced due to reasons beyond the control of the Parties.

3. Coordination with Venue

Caterer will need to have access to the Venue no later than 1 hour in advance of the Start Time for the Event, and .5 hours after the End Time for cleanup. Client will make all necessary arrangements, at Client’s expense, to get this access arranged.

4. Payment Terms

In exchange for the services of Caterer as specified in this Catering Contract, a booking fee is waived in lieu of \$500 minimum requirement to guarantee services and availability for 3 hours’ time. Guests will be self-pay, Caterer will tally all items sold. Client will pay any difference between the minimum requirement and tallied items at the end of the event.

5. Responsibilities for Related Costs

Client is solely responsible for all costs and/or deposits relating to the use of the Venue, and for obtaining any necessary permissions, authorizations, or other requirements of Caterer providing services at the Venue.

6. Insurance and Indemnification

Caterer has or will obtain, general liability insurance relating to Caterer's services at the Event. However, Client will indemnify and hold harmless Caterer for any damage, theft, or loss of Caterer's property occurring at the event caused by any of Client's guests.

7. Cancellation

If the Client needs to cancel the event, Client must provide written notice to Caterer along with any required cancellation fee described in this Catering Contract, to effect cancellation. Client understands that upon entering into this Contract, Caterer is committing time and resources to this Event and thus cancellation would result in lost income and lost business opportunities in an amount hard to precisely calculate. Therefore, the following cancellation limitations will apply.

If Client requests cancellation 31-44 days before the Event, Caterer shall be entitled to 50 percent of the Minimum Requirement. After 30 days in advance of the Event, Caterer shall be entitled to 100 percent of the Minimum Requirement. Any balance will be payable upon the notice of cancellation.

8. Legal Compliance

Caterer will work in compliance with all applicable local health department rules and regulations relating to food preparation and food service.

9. Assignment

This Contract cannot be assigned by either Party without the other's written consent, with the exception set forth in paragraph 10, below.

10. Limitation of Remedies

If Caterer cannot fulfill its obligations under this Contract for reasons outside of its control, Caterer may locate and retain a replacement catering company at no additional cost to Client, or refund Client's money in full. Caterer will not be responsible for any additional damages or compensation under these circumstances.

11. Resolution of Disputes

The Parties agree to not post any negative information about the other arising out of this Contract or Event on any online forum or website without providing advance written notice of the intended content thereof, and providing the other party with an opportunity to resolve any issues between the parties amicably.


12. Jurisdiction and Venue

This Contract will be interpreted according to the laws of the State of Colorado and any legal action must be filed in the County of Arapahoe in the State of Colorado.

13. Entire Agreement

This document, along with its exhibits and attachments, constitutes the entire agreement between the Parties.

[Mile High Kona Ice], LLC and Roxborough Village Metropolitan District

Approved by: 
[Mile High Kona
Ice], Owner Date:
7/11/19

Approved by:
Name: Calvin Brown c/o Roxborough Village Metropolitan District
Date: _ _ _ _ _

Signature: _____

Payment Information(for final payment at END of Event):

Name on Credit Card: _____

Credit Card Number: _____

Expiration Date: _ _ _ _ _ CW Code: _ _ _ _ _

Billing Zip Code: _____

Amount Charged: \$ TBD

EXHIBIT A - MENU

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this “Agreement”), is made and entered into this ____ day of September, 2019, by and between **ROXBOROUGH VILLAGE METROPOLITAN DISTRICT**, a quasi- municipal corporation and political subdivision of the State of Colorado, whose address is c/o CliftonLarsonAllen LLP, 8390 E. Crescent Parkway, Suite 500, Greenwood Village, Colorado 80111-4814 (the “District”), and **MILE HIGH KONA ICE**, a Colorado corporation, whose address is 7540 Dawn Drive, Littleton, Colorado 80125 (the “Contractor”).

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

CONTRACTOR INFORMATION:

Soc. Sec. or Tax I.D. #: _____
 Telephone Number: _____
 Fax Number: _____
 Contact Person: Mark Ingle

IT IS HEREBY AGREED AS FOLLOWS:

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

CONTRACT PRICE. Subject to the provisions of the Terms and Conditions, District agrees to pay, and Contractor agrees to accept as full compensation for performing the Work, a sum not to exceed Five Hundred and 00/100 Dollars (\$500.00) (the “Contract Price”), and to be reduced in accordance with Contractor’s actual sales as described in Section 4 of **Exhibit A**.

DISTRICT:

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

By: _____
 Calvin Brown, President

CONTRACTOR:

MILE HIGH KONA ICE,
 a Colorado corporation

By: _____
 Name: _____
 Its: _____

TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. INSURANCE.

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

b. Required Coverage Amounts.

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

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

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

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

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

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

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

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

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

6. SAFETY.

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

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

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

7. CHANGE ORDER PROCEDURES.

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

these circumstances, the District is entitled to a five (5%) percent further cost reduction for profit on work not performed. The District will forego the five (5%) percent profit withholding if the Change Order suggestion originated with the Contractor and is viewed by the District as a cost-effective savings to the District.

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

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

8. DISPUTES.

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

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

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

10. TERM.

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

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

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

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

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

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

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

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

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

END OF TERMS AND CONDITIONS

EXHIBIT A
SCOPE OF WORK

HEAP CONTRACT

I. PAYMENT: The package fee includes the photographer's time and talent as well as an online gallery & edited images. Upon booking your session, a \$250 (25% of the package price) non-refundable deposit is due in the form of Credit Card. The remaining balance of the package fee will be due before edited images are delivered. Images will not be available for download until final payment is complete. Due to the nature of digital products/images, the entire Session Fee Retainer is NON-REFUNDABLE.

II. CANCELLATION: In the case of cancellation, we will gladly reschedule your session if notice of 48 hours is given. If no reasonable notice is given, or you do not show up for your session, you forfeit your entire session retainer. In the unlikely event that the Photographer is injured or becomes too ill, or has an extreme emergency that prevents her from photographing the session, Rachel Nancy Photography LLC will make every effort to reschedule or provide another professional. If you are more than 20 minutes late, the photographer reserves the right to cancel the session or charge a \$100 late fee. Rachel Nancy Photography LLC will not be liable for costs in excess of the amount the client has paid. This limitation of liability will also apply in the event that negatives or digital images are lost through camera malfunction, stolen, damaged in processing, lost in the mail or otherwise damaged or lost without fault of Rachel Nancy Photography LLC.

III. VIEWING THE IMAGES: Images will be available for viewing approximately 1-2 weeks following your session date. A link to the online gallery will be sent via email.

IV. DIGITAL FILES: All purchased digital images include a print release to print the images at any lab of your choosing, however, Rachel Nancy Photography LLC cannot guarantee the print quality of the lab you choose. If printed at a consumer lab, photos may not print as originally intended/showcased by the photographer. Images may not be edited or altered in anyway.

V. COPYRIGHT: The copyright of all images taken at your session are shared between Rachel Nancy Photography and Roxborough Village Metropolitan District "The Buyer". All images are protected by Federal Copyright Law. The Buyer may use any purchased photos for personal or commercial use which includes, but is not limited to, using on websites/blogs, advertising, promotions, printing, and displays. The Buyer may not sell the images from the session or claim them as their own without the written permission from Rachel Nancy Photography. Images may not be edited or altered in anyway. The Buyer acknowledges that the photographs are not accompanied by a model release/property release and accepts all responsibility for violation of

privacy or publicity or defamation and infringement of copyright or trademarks associated with the use of the photographs.

VI. NEGATIVES: Digital images will be kept on file for one year following the date of your session. All images may be deleted after one year of the session date. Rachel Nancy Photography is not liable for any lost or damaged images.

VII. LIABILITY: Rachel Nancy Photography LLC is not responsible for any injuries inflicted upon any participating parties. Client(s) will be responsible for their children, for themselves and their personal property and release the photographer from any claims against their person or their business.

VIII. AGREEMENT: I have read and understand all of the information in this agreement. I agree to the terms of the agreement and this acknowledgement serves as my electronic signature.

Name: Kathy Suazo

Email Address: kathy.suazo@claconnect.com

Subject: Roxborough Village Metropolitan District - Fall Festival

Phone: (303) 793-1403

Session Date: 9/14/2019

Time of Session: 6:00 p.m. to 9:00 p.m.

Fee: Fall Festival Premium Package, Event Photography, \$1,000.

Contract: September 3, 2019

Electronic Signature: Kathy Suazo

(Sent via [Rachel Nancy Photography](#))

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this “Agreement”), is made and entered into this ___ day of September, 2019, by and between **ROXBOROUGH VILLAGE METROPOLITAN DISTRICT**, a quasi- municipal corporation and political subdivision of the State of Colorado, whose address is c/o CliftonLarsonAllen LLP, 8390 E. Crescent Parkway, Suite 500, Greenwood Village, Colorado 80111-4814 (the “District”), and **RACHEL NANCY PHOTOGRAPHY, LLC**, a Colorado corporation, whose address is 5506 S. Quemoy Circle, Aurora, Colorado 80015 (the “Contractor”).

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

CONTRACTOR INFORMATION:

Soc. Sec. or Tax I.D. #: _____
 Telephone Number: _____
 Fax Number: _____
 Contact Person: Rachel Heap

IT IS HEREBY AGREED AS FOLLOWS:

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

CONTRACT PRICE. Subject to the provisions of the Terms and Conditions, District agrees to pay, and Contractor agrees to accept as full compensation for performing the Work, a sum not to exceed One Thousand and 00/100 Dollars (\$1,000.00) (the “Contract Price”).

DISTRICT:

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

CONTRACTOR:

RACHEL NANCY PHOTOGRAPHY, LLC, a Colorado corporation

By: _____
 Calvin Brown, President

By: _____
 Name: _____
 Its: _____

TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. INSURANCE.

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

b. Required Coverage Amounts.

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

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

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

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

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

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

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

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

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

6. SAFETY.

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

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

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

7. CHANGE ORDER PROCEDURES.

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

reduce the Contract Price to the District. If the Contractor and District cannot agree upon a price for changes in the Work, the District may direct the Contractor to provide a detailed breakdown of the savings to the Contractor. Under these circumstances, the District is entitled to a five (5%) percent further cost reduction for profit on work not performed. The District will forego the five (5%) percent profit withholding if the Change Order suggestion originated with the Contractor and is viewed by the District as a cost-effective savings to the District.

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

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

8. DISPUTES.

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

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

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

10. TERM.

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

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

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

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

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

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

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

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

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

END OF TERMS AND CONDITIONS

EXHIBIT A
SCOPE OF WORK

Roxborough Village Metropolitan District
Cash Requirement Report - Detailed

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All Dates

GL Account	Description	Gross Open Amount	Discount Available	Net Open Amount	Cash Required
ARK ARK Ecological Services, LLC					
Reference:	3406	Date:	08/31/19	Discount exp date:	
GL AP account:	112500	Due date:	08/31/19	Payment term:	
117592	Landscape weed control - ARK Ecological Services, LLC	<u>4,689.09</u>			
	Totals	4,689.09	0.00	4,689.09	4,689.09
Reference:	3406	Date:	08/31/19	Discount exp date:	
GL AP account:	102500	Due date:	08/31/19	Payment term:	
107592	Landscape weed control - ARK Ecological Services, LLC	<u>6,170.70</u>			
	Totals	6,170.70	0.00	6,170.70	6,170.70
	Totals for ARK Ecological Services, LLC	<u>10,859.79</u>	<u>0.00</u>	<u>10,859.79</u>	<u>10,859.79</u>
BAILEY TREE Bailey Tree, LLC					
Reference:	proposal	Date:	08/15/19	Discount exp date:	
GL AP account:	102500	Due date:	08/15/19	Payment term:	
107597	Tree maintenance - Bailey Tree, LLC	<u>500.00</u>			
	Totals	500.00	0.00	500.00	500.00
	Totals for Bailey Tree, LLC	<u>500.00</u>	<u>0.00</u>	<u>500.00</u>	<u>500.00</u>
CDR CDR Construction, LLC					
Reference:	08062019	Date:	08/06/19	Discount exp date:	
GL AP account:	302500	Due date:	08/06/19	Payment term:	
307615	Baseball field improvements - CDR Construction, LLC	<u>2,452.52</u>			
	Totals	2,452.52	0.00	2,452.52	2,452.52
	Totals for CDR Construction, LLC	<u>2,452.52</u>	<u>0.00</u>	<u>2,452.52</u>	<u>2,452.52</u>
CLA CliftonLarsonAllen, LLP					
Reference:	2242983	Date:	08/31/19	Discount exp date:	
GL AP account:	102500	Due date:	08/31/19	Payment term:	
107000	Accounting - CliftonLarsonAllen, LLP	<u>2,023.00</u>			
	Totals	2,023.00	0.00	2,023.00	2,023.00
Reference:	2244323	Date:	08/31/19	Discount exp date:	
GL AP account:	102500	Due date:	08/31/19	Payment term:	
107440	District management - CliftonLarsonAllen, LLP	<u>8,558.96</u>			
	Totals	8,558.96	0.00	8,558.96	8,558.96
Reference:	2244323	Date:	08/31/19	Discount exp date:	
GL AP account:	302500	Due date:	08/31/19	Payment term:	
307440	District management - CliftonLarsonAllen, LLP	<u>6,990.00</u>			
	Totals	6,990.00	0.00	6,990.00	6,990.00
	Totals for CliftonLarsonAllen, LLP	<u>17,571.96</u>	<u>0.00</u>	<u>17,571.96</u>	<u>17,571.96</u>
FOLKESTAD Folkestad Fazekas Barrick & Patoile					
Reference:	30191	Date:	08/31/19	Discount exp date:	
GL AP account:	102500	Due date:	08/31/19	Payment term:	

Roxborough Village Metropolitan District
Cash Requirement Report - Detailed

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All Dates

GL Account	Description	Gross Open Amount	Discount Available	Net Open Amount	Cash Required
107460	Legal services - Folkestad Fazekas Barrick & Patoile	4,013.00			
	Totals	4,013.00	0.00	4,013.00	4,013.00
	Totals for Folkestad Fazekas Barrick & Patoile	<u>4,013.00</u>	<u>0.00</u>	<u>4,013.00</u>	<u>4,013.00</u>
IREA					
Reference:	26129901	Date:	08/22/19	Discount exp date:	
GL AP account:	102500	Due date:	08/22/19	Payment term:	
107701	Utilities - IREA	21.68			
	Totals	21.68	0.00	21.68	21.68
	Totals for IREA	<u>21.68</u>	<u>0.00</u>	<u>21.68</u>	<u>21.68</u>
LEONARDRICE					
	Leonard Rice Engineers, Inc.				
Reference:	13605	Date:	08/31/19	Discount exp date:	
GL AP account:	302500	Due date:	08/31/19	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
	Totals for Leonard Rice Engineers, Inc.	<u>2,750.00</u>	<u>0.00</u>	<u>2,750.00</u>	<u>2,750.00</u>
LIVABLECITI					
	Livable Cities Studio, Inc.				
Reference:	1251	Date:	08/14/19	Discount exp date:	
GL AP account:	302500	Due date:	08/14/19	Payment term:	
307862	Master plan - Livable Cities Studio, Inc.	23,864.38			
	Totals	23,864.38	0.00	23,864.38	23,864.38
Reference:	1257	Date:	09/09/19	Discount exp date:	
GL AP account:	302500	Due date:	09/09/19	Payment term:	
307862	Master plan - Livable Cities Studio, Inc.	22,295.24			
	Totals	22,295.24	0.00	22,295.24	22,295.24
	Totals for Livable Cities Studio, Inc.	<u>46,159.62</u>	<u>0.00</u>	<u>46,159.62</u>	<u>46,159.62</u>
METCO					
	METCO LANDSCAPE, INC.				
Reference:	532180	Date:	07/31/19	Discount exp date:	
GL AP account:	102500	Due date:	07/31/19	Payment term:	
107585	Landscape maintenance & supplies - METCO LANDSCAPE, INC.	1,572.12			
	Totals	1,572.12	0.00	1,572.12	1,572.12
Reference:	532181	Date:	07/31/19	Discount exp date:	
GL AP account:	102500	Due date:	07/31/19	Payment term:	
107585	Landscape maintenance & supplies - METCO LANDSCAPE, INC.	571.39			
	Totals	571.39	0.00	571.39	571.39
Reference:	532260	Date:	08/12/19	Discount exp date:	
GL AP account:	102500	Due date:	08/12/19	Payment term:	
107585	Landscape maintenance & supplies - METCO LANDSCAPE, INC.	1,147.37			
	Totals	1,147.37	0.00	1,147.37	1,147.37
Reference:	532460	Date:	08/19/19	Discount exp date:	

Roxborough Village Metropolitan District
Cash Requirement Report - Detailed

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All Dates

GL Account	Description	Gross Open Amount	Discount Available	Net Open Amount	Cash Required
GL AP account:	102500	Due date: 08/19/19		Payment term:	
107585	Landscape maintenance & supplies - METCO LANDSCAPE, INC.	<u>2,042.57</u>			
	Totals	2,042.57	0.00	2,042.57	2,042.57
Reference:	832883	Date: 08/31/19		Discount exp date:	
GL AP account:	102500	Due date: 08/31/19		Payment term:	
107585	Landscape maintenance & supplies - METCO LANDSCAPE, INC.	<u>922.37</u>			
	Totals	922.37	0.00	922.37	922.37
Reference:	533196	Date: 08/31/19		Discount exp date:	
GL AP account:	302500	Due date: 08/31/19		Payment term:	
307615	Baseball field improvements - METCO LANDSCAPE, INC.	<u>1,375.00</u>			
	Totals	1,375.00	0.00	1,375.00	1,375.00
Reference:	SM174464	Date: 09/01/19		Discount exp date:	
GL AP account:	102500	Due date: 09/01/19		Payment term:	
107595	Landscape contract - METCO LANDSCAPE, INC.	<u>13,320.00</u>			
	Totals	13,320.00	0.00	13,320.00	13,320.00
	Totals for METCO LANDSCAPE, INC.	<u><u>20,950.82</u></u>	<u><u>0.00</u></u>	<u><u>20,950.82</u></u>	<u><u>20,950.82</u></u>
MFISH	Mfish Graphics				
Reference:	1115	Date: 08/31/19		Discount exp date:	
GL AP account:	102500	Due date: 08/31/19		Payment term:	
107480	Miscellaneous - Mfish Graphics	<u>260.85</u>			
	Totals	260.85	0.00	260.85	260.85
Reference:	1112	Date: 08/31/19		Discount exp date:	
GL AP account:	102500	Due date: 08/31/19		Payment term:	
107480	Miscellaneous - Mfish Graphics	<u>150.00</u>			
	Totals	150.00	0.00	150.00	150.00
	Totals for Mfish Graphics	<u><u>410.85</u></u>	<u><u>0.00</u></u>	<u><u>410.85</u></u>	<u><u>410.85</u></u>
ROXBWATERSAN	Roxborough Water & San District				
Reference:	7122162	Date: 08/31/19		Discount exp date:	
GL AP account:	102500	Due date: 08/31/19		Payment term:	
107702	Nonpotable water purchase usage - Roxborough Water & San District	<u>9,096.04</u>			
	Totals	9,096.04	0.00	9,096.04	9,096.04
	Totals for Roxborough Water & San District	<u><u>9,096.04</u></u>	<u><u>0.00</u></u>	<u><u>9,096.04</u></u>	<u><u>9,096.04</u></u>
SBPORTABOWL	S&B Porta Bowl Restrooms, Inc.				
Reference:	427270	Date: 09/30/19		Discount exp date:	
GL AP account:	102500	Due date: 09/30/19		Payment term:	
107599	Portable restrooms - S&B Porta Bowl Restrooms, Inc.	<u>112.00</u>			
	Totals	112.00	0.00	112.00	112.00
Reference:	427271	Date: 09/30/19		Discount exp date:	
GL AP account:	112500	Due date: 09/30/19		Payment term:	

Roxborough Village Metropolitan District
Cash Requirement Report - Detailed

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All Dates

GL Account	Description	Gross Open Amount	Discount Available	Net Open Amount	Cash Required
117599	Portable restrooms - S&B Porta Bowl Restrooms, Inc.	<u>112.00</u>			
	Totals	112.00	0.00	112.00	112.00
	Totals for S&B Porta Bowl Restrooms, Inc.	<u><u>224.00</u></u>	<u><u>0.00</u></u>	<u><u>224.00</u></u>	<u><u>224.00</u></u>
SDA	Special District Association				
Reference:	KeystoneCalvin	Date:	08/21/19	Discount exp date:	
GL AP account:	102500	Due date:	08/21/19	Payment term:	
107480	Miscellaneous - Special District Association	<u>315.00</u>			
	Totals	315.00	0.00	315.00	315.00
	Totals for Special District Association	<u><u>315.00</u></u>	<u><u>0.00</u></u>	<u><u>315.00</u></u>	<u><u>315.00</u></u>
UMBBANKNA	UMB Bank, NA				
Reference:	679765	Date:	07/31/19	Discount exp date:	
GL AP account:	202500	Due date:	07/31/19	Payment term:	
207591	Paying agent fees - UMB Bank, NA	<u>1,200.00</u>			
	Totals	1,200.00	0.00	1,200.00	1,200.00
	Totals for UMB Bank, NA	<u><u>1,200.00</u></u>	<u><u>0.00</u></u>	<u><u>1,200.00</u></u>	<u><u>1,200.00</u></u>
	Company Totals	<u><u>116,525.28</u></u>	<u><u>0.00</u></u>	<u><u>116,525.28</u></u>	<u><u>116,525.28</u></u>

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

**A RESOLUTION RATIFYING AN AMENDMENT TO THE RULES AND
REGULATIONS TO ALLOW FISHING IN THE DISTRICT WITH A VALID PERMIT**

The Board of Directors (the “Board”) of the Roxborough Village Metropolitan District (the “District”) has previously adopted 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, at the Board meeting on August 20, 2019, the Board considered a change to the existing Rules and Regulations to allow fishing in the District with a valid permit. A copy of such permit is attached hereto as **Exhibit A**.

The Board has determined that it is in the best interest of the customers of the District to amend the Rules and Regulations to provide rules and regulations governing permitted fishing within the District.

THEREFORE, be it resolved by the Board of the District that:

Section 1.6 of the Rules and Regulations shall be amended as follows:

1.6 To feed, hunt, trap, catch, molest, take, harass, harm or kill any wild animal, bird, reptile or amphibian or to disturb their habitat within any Parks or Open Space.

An additional Section 1.29 shall be added to state as follows:

1.29 To fish without a valid permit, issued annually through the District Manager.

The Board further resolves that **Exhibit A** to the Rules and Regulations, under the Parks and Open Space Rules, shall be amended to include fishing only with a valid fishing permit issued annually by the District Manager.

Upon motion, the Board unanimously voted to allow fishing with a valid permit and to amend the Rules and Regulations to effect the same, as stated above. A copy of the amended Rules and Regulations, effective date of August 20, 2019, is attached hereto as **Exhibit B**.

RATIFIED this 20th day of August, 2019.

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

FISHING PERMIT

No. 001

This permit, issued by the Roxborough Village
Metropolitan District, gives the holder permission to fish
in District waters.

Issued to _____

on the date of _____

EXPIRES __/__/____

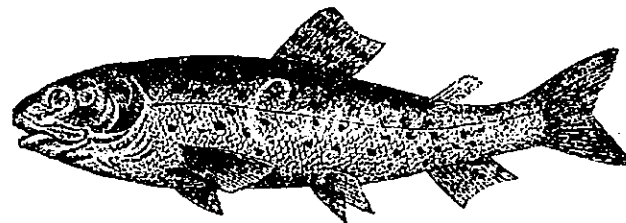


Exhibit A

FISHING PERMIT

Postcard (US) 5.5 in × 4.25 in

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

**A RESOLUTION ADOPTING RULES AND REGULATIONS FOR ROXBOROUGH
VILLAGE METROPOLITAN DISTRICT PARKS AND OPEN SPACE PURSUANT TO
SECTION 18-9-117 AND SECTION 32-1-1001, C.R.S.**

WHEREAS, the Board of Directors (the "Board") of Roxborough Village Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado ("District"), has determined that it is in the best interest of the residents of the District to adopt rules and regulations pertaining to the use of the District's parks, trails and open space, in order to maintain, preserve and protect public property and facilities owned and/or operated by the District, and prohibit activities that substantially interfere with the use and enjoyment of such public use areas.

WHEREAS, pursuant to Section 32-1-1001 (m), C.R.S., the District is authorized to adopt, amend, and enforce bylaws, rules and regulations not in conflict with the constitution and laws of this state for carrying on the business, objectives, and affairs of the Board and of the District.

WHEREAS, pursuant to Section 32-1-1001 (n), C.R.S., the District is authorized to have and exercise all rights and powers necessary or incidental to or implied from the specific powers granted to the District by Article 32, C.R.S.

WHEREAS, pursuant to Section 32-1-1001 (j)(I), C.R.S., the District is authorized to fix and from time to time increase or decrease fees, rates, tolls, penalties or charges for services, programs, or facilities furnished by the special district. Until paid, all such fees, rates, tolls, penalties, or charges shall constitute a perpetual lien on and against the property served, and any such lien may be foreclosed in the same manner as provided by the laws of Colorado for the foreclosure of mechanics' liens.

WHEREAS, pursuant to Section 18-9-117 (1), C.R.S., in addition to any authority granted by any other law, the District may adopt orders, rules and regulations as are reasonably necessary for the administration, protection, and maintenance of public property under its control, management, or supervision, regarding preservation of property, vegetation, wildlife; restriction or limitation of the use of such public property; necessary sanitation, health, and safety measures; camping and picnicking, public meeting and other individual or group usages; prohibition of activities or conduct on public property; use of all vehicles; and control and limitations of fires or other regulation of fires.

WHEREAS, pursuant to Section 18-9-117 (2), C.R.S., such limitations or prohibitions must be prominently posted at all public entrances to such property or notice must first be given by an officer or agency, or by any law enforcement officer having jurisdiction or authority to enforce the limitations or prohibitions.

WHEREAS, "Parks or Open Space" shall mean all public recreational lands, trails, waters, buildings, structures, roads, parking lots and facilities located on such lands owned and/or operated by the District.

WHEREAS, the Board has determined it is in the best interest of the residents of the District to adopt the following Rules and Regulations, pertaining to the use of the District's Parks or Open Space.

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

Section 1: The following Rules and Regulations are hereby approved and it shall be unlawful for any person:

- 1.1 To enter, use, or occupy any Parks or Open Space, or any portion thereof, during the time such Parks or Open Space, or any portions thereof, are closed to entry, use or occupancy, including seasonal closures, unless approved in writing by the District Manager, or such other person as may be appointed in writing by the Board.
- 1.2 To remove, destroy, deface or damage any building, structure, facility, sign, vegetation, rock, or other object located within any Parks or Open Space.
- 1.3 To construct, place, or maintain any kind of road, trail, structure, sign, fence, marker, enclosure, communication equipment or other improvement within any Parks or Open Space without written approval from the District Manager.
- 1.4 To deposit or leave any refuse, trash, litter, household or construction debris, or commercial garbage or trash, including but not limited to brush, lawn trimmings, and Christmas trees, in or upon any Parks or Open Space except by depositing such refuse, trash, debris and litter in refuse receptacles specifically designated for such purpose by the District.
- 1.5 To build, start, or light any fire of any nature in an outdoor fireplace grill or camp stove, or any other place whatsoever, even within designated areas, within any Parks or Open Space at any time when such fires are banned due to fire danger in the District or neighboring areas.
- 1.6 To feed, hunt, trap, catch, molest, take, harass, harm or kill any wild animal, bird, reptile or amphibian or to disturb their habitat within any Parks or Open Space.
- 1.7 To plant any tree, shrub, plant or other vegetation without written approval of the District Manager.
- 1.8 To have within any Parks or Open Space any animals except domestic pets (dogs or cats). All domestic pets shall be restrained by means of a leash, cord, rope or chain under the physical control of a person. It is prohibited to allow domestic pets to harm, kill, chase, or

- otherwise harass any wild animal, bird, fish, reptile or amphibian within any Parks or Open Space.
- 1.8.1 To have vicious dogs, as the term is defined in Douglas County Resolution No. R-998-100 (Control and Licensing of Dogs and Pet Animals), as authorized pursuant to Section 30-15-101(1)(a)(III), C.R.S., within any Parks or Open Space.
 - 1.8.2 To leave any domestic pet unattended within any Parks or Open Space.
 - 1.8.3 For any person who brings a domestic pet into any Parks or Open Space to not pick up and dispose of the animal's excrement in designated refuse receptacles.
- 1.9 To relocate or release animals, fish, birds or insects onto any Parks or Open Space without written approval of the District Manager.
 - 1.10 To possess, use, cock, aim, or discharge any firearm, including but not limited to B-B guns, pellet guns, paint ball guns, and air guns onto or within any Parks or Open Space.
 - 1.11 To possess, use, draw, discharge any archery equipment, including but not limited to bows, longbows, crossbows, arrows, darts, and bolts onto or within any Parks or Open Space.
 - 1.12 To possess, use or discharge any device capable of discharging any projectile by any means whatsoever, including but not limited to slingshots and wrist rockets onto or within any Parks or Open Space.
 - 1.13 To ignite or launch any model rockets and airplanes onto or within any Parks or Open Space.
 - 1.14 To use, ignite, or fire any fireworks or explosives, onto or within any Parks or Open Space.
 - 1.15 To golf or hit golf balls onto or within any Parks or Open Space.
 - 1.16 To operate any motorized vehicle within any Parks or Open Space, except on public roads or within public parking areas. Emergency, maintenance, and patrol vehicles are specifically excluded.
 - 1.17 To park vehicles, trailers, or campers within any Parks or Open Space except within designated parking lots, and only between the hours of 6:00 a.m. and 10:00 p.m.
 - 1.18. To camp within any Parks or Open Space.
 - 1.19 No semi or commercial trucks may be parked within any Parks or Open Space or any parking lots within any Parks or Open Space.
 - 1.20 To enter, use or occupy any Parks or Open Space between 10:00 p.m. and 6:00 a.m.

- 1.21 To swim, wade, or operate any boat or other flotation device in waters located within any Parks or Open Space.
- 1.22 To engage in any activity within any Parks or Open Space that unreasonably endangers the health, safety, and welfare of any person, animal or property.
- 1.23 To engage in disorderly conduct (as defined in Section 18-9-106 (1), C.R.S.) within any Parks or Open Space.
- 1.24 To carry, possess or consume alcoholic beverages within any Parks or Open Space, without written approval of the District Manager, and unless all required licenses and permits have been issued by all state and local liquor licensing authorities.
- 1.25 To walk, run, jog, hike, or bicycle within any Parks or Open Space except on a designated trail for such use. Maximum trail speed for bicyclists is 15 mph.
- 1.26 To amplify sound by any means within any Parks or Open Space, without written approval of the District Manager.
- 1.27 To build, or place any kind of structure, fence, tree house, rope or other swing within any Parks or Open Space.
- 1.28 To interfere or attempt to interfere with any authorized law enforcement, County or District personnel or to give false or misleading information with the intent to mislead said persons in the performance of their duties.
- 1.29 To fish without a valid permit, issued annually through the District Manager.

Section 2: The Board hereby approves that the Parks and Open Space Rules described on Exhibit A attached hereto, be posted at all public entrances to the District's Parks and Open Space.

Section 3: The Board hereby authorizes the District Manager to grant written variances for good cause shown to any one or more of these Parks and Open Space Rules and Regulations.

Section 4: Violators of any of the above Parks and Open Space Rules and Regulations shall be subject to criminal and civil penalties.

Criminal Remedies: Pursuant to Section 18-9-117 (3)(a) and (b), C.R.S., when said rules and regulations have been prominently posted as required by Section 18-9-117 (2), C.R.S., any violation of the Parks and Open Space Rules and Regulations is unlawful and violators shall be subject to criminal penalties enforceable by the Douglas County Sheriff's Office or authorized county enforcement personnel who have been designated pursuant to Section 29-7-101 (3)(a), C.R.S.

Civil Remedies: A violation of any Parks or Open Space Rules and Regulations that have been prominently posted, is subject to any and all civil remedies available to the District under Title 32, C.R.S. or other applicable laws, including the imposition of fines, penalties, charges, costs and

attorney fees incurred by the District with respect to any damages or other losses sustained by the District because of the violation of any of the Parks and Open Space Rules and Regulations. Such fines, penalties, charges, costs and attorneys fees shall be assessed against the owners of any real property located within the District, on which a violator of the Parks and Open Space Rules and Regulations resides on a permanent or temporary basis.

The District may collect such fines, penalties, charges, costs and attorneys' fees it incurs by any means authorized by law. Until paid, such fines, penalties, charges, costs and attorneys' fees shall constitute a perpetual lien on and against such real property which lien may be foreclosed in any manner as authorized by the laws of the State of Colorado.

APPROVED AND ADOPTED this 20th day of August, 2019, by a vote of 5 for and 0 against.

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

By: _____
Calvin Brown, President

ATTEST:

By: _____
Ronald Bendall, Secretary

EXHIBIT A

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT

PARKS AND OPEN SPACE RULES

- Parks and Open Space are open 6:00 a.m. to 10:00 p.m.
- Only domestic pets (dogs and cats) are permitted, which must be leashed, and their waste picked up and properly disposed of
- Shelter/field use is subject to prior reservation
- Alcohol beverages allowed only upon written approval of District Manager
- Walking, jogging, running, hiking and biking on designated trails only
- Maximum trail speed for bicyclists is 15 mph
- Vehicles, trailers or campers may be parked only at designated parking lots between 6:00 a.m. and 10:00 p.m.
- Fishing only with a valid permit issued annually by the District Manager

PROHIBITED

- Unauthorized motorized vehicles
- Overnight parking of vehicles, trailers or campers between 10:00 p.m. and 6:00 a.m.
- Semi or commercial trucks within any Parks or Open Space or parking lots at any time
- Camping
- Littering/dumping
- Fires
- Fireworks
- Firearms and archery
- Model rockets and airplanes
- Amplified sound
- Hitting golf balls
- Construction of any kind of road, trail, sign, tree house, rope or other swing, fence, marker, or any other structure or improvement
- Planting trees, shrubs, plants or other vegetation
- Swimming, wading, or boating
- Disorderly conduct
- Misuse of public property
- Harassment of wildlife
- All animals except leashed domestic pets (dogs and cats)
- Relocating or releasing animals, fish or insects

To report violations or accidents call 911 and provide specific location

Full text of the Resolution Adopting Rules and Regulations can be obtained from the District Manager at (303) 779-4525

Parks and Open Space Rules are enforced as authorized by Colorado Revised Statutes Sections 18-9-117, 29-7-101, and 32-1-1001.

EXHIBIT B

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

**A RESOLUTION ADOPTING RULES AND REGULATIONS FOR ROXBOROUGH
VILLAGE METROPOLITAN DISTRICT PARKS AND OPEN SPACE PURSUANT TO
SECTION 18-9-117 AND SECTION 32-1-1001, C.R.S.**

WHEREAS, the Board of Directors (the "Board") of Roxborough Village Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado ("District"), has determined that it is in the best interest of the residents of the District to adopt rules and regulations pertaining to the use of the District's parks, trails and open space, in order to maintain, preserve and protect public property and facilities owned and/or operated by the District, and prohibit activities that substantially interfere with the use and enjoyment of such public use areas.

WHEREAS, pursuant to Section 32-1-1001 (m), C.R.S., the District is authorized to adopt, amend, and enforce bylaws, rules and regulations not in conflict with the constitution and laws of this state for carrying on the business, objectives, and affairs of the Board and of the District.

WHEREAS, pursuant to Section 32-1-1001 (n), C.R.S., the District is authorized to have and exercise all rights and powers necessary or incidental to or implied from the specific powers granted to the District by Article 32, C.R.S.

WHEREAS, pursuant to Section 32-1-1001 (j)(I), C.R.S., the District is authorized to fix and from time to time increase or decrease fees, rates, tolls, penalties or charges for services, programs, or facilities furnished by the special district. Until paid, all such fees, rates, tolls, penalties, or charges shall constitute a perpetual lien on and against the property served, and any such lien may be foreclosed in the same manner as provided by the laws of Colorado for the foreclosure of mechanics' liens.

WHEREAS, pursuant to Section 18-9-117 (1), C.R.S., in addition to any authority granted by any other law, the District may adopt orders, rules and regulations as are reasonably necessary for the administration, protection, and maintenance of public property under its control, management, or supervision, regarding preservation of property, vegetation, wildlife; restriction or limitation of the use of such public property; necessary sanitation, health, and safety measures; camping and picnicking, public meeting and other individual or group usages; prohibition of activities or conduct on public property; use of all vehicles; and control and limitations of fires or other regulation of fires.

WHEREAS, pursuant to Section 18-9-117 (2), C.R.S., such limitations or prohibitions must be prominently posted at all public entrances to such property or notice must first be given by an officer or agency, or by any law enforcement officer having jurisdiction or authority to enforce the limitations or prohibitions.

WHEREAS, "Parks or Open Space" shall mean all public recreational lands, trails, waters, buildings, structures, roads, parking lots and facilities located on such lands owned and/or operated by the District.

WHEREAS, the Board has determined it is in the best interest of the residents of the District to adopt the following Rules and Regulations, pertaining to the use of the District's Parks or Open Space.

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

Section 1: The following Rules and Regulations are hereby approved and it shall be unlawful for any person:

- 1.1 To enter, use, or occupy any Parks or Open Space, or any portion thereof, during the time such Parks or Open Space, or any portions thereof, are closed to entry, use or occupancy, including seasonal closures, unless approved in writing by the District Manager, or such other person as may be appointed in writing by the Board.
- 1.2 To remove, destroy, deface or damage any building, structure, facility, sign, vegetation, rock, or other object located within any Parks or Open Space.
- 1.3 To construct, place, or maintain any kind of road, trail, structure, sign, fence, marker, enclosure, communication equipment or other improvement within any Parks or Open Space without written approval from the District Manager.
- 1.4 To deposit or leave any refuse, trash, litter, household or construction debris, or commercial garbage or trash, including but not limited to brush, lawn trimmings, and Christmas trees, in or upon any Parks or Open Space except by depositing such refuse, trash, debris and litter in refuse receptacles specifically designated for such purpose by the District.
- 1.5 To build, start, or light any fire of any nature in an outdoor fireplace grill or camp stove, or any other place whatsoever, even within designated areas, within any Parks or Open Space at any time when such fires are banned due to fire danger in the District or neighboring areas.
- 1.6 To feed, hunt, trap, catch, molest, take, harass, harm or kill any wild animal, bird, reptile or amphibian or to disturb their habitat within any Parks or Open Space.
- 1.7 To plant any tree, shrub, plant or other vegetation without written approval of the District Manager.
- 1.8 To have within any Parks or Open Space any animals except domestic pets (dogs or cats). All domestic pets shall be restrained by means of a leash, cord, rope or chain under the physical control of a person. It is prohibited to allow domestic pets to harm, kill, chase, or

- otherwise harass any wild animal, bird, fish, reptile or amphibian within any Parks or Open Space.
- 1.8.1 To have vicious dogs, as the term is defined in Douglas County Resolution No. R-998-100 (Control and Licensing of Dogs and Pet Animals), as authorized pursuant to Section 30-15-101(1)(a)(III), C.R.S., within any Parks or Open Space.
 - 1.8.2 To leave any domestic pet unattended within any Parks or Open Space.
 - 1.8.3 For any person who brings a domestic pet into any Parks or Open Space to not pick up and dispose of the animal's excrement in designated refuse receptacles.
- 1.9 To relocate or release animals, fish, birds or insects onto any Parks or Open Space without written approval of the District Manager.
 - 1.10 To possess, use, cock, aim, or discharge any firearm, including but not limited to B-B guns, pellet guns, paint ball guns, and air guns onto or within any Parks or Open Space.
 - 1.11 To possess, use, draw, discharge any archery equipment, including but not limited to bows, longbows, crossbows, arrows, darts, and bolts onto or within any Parks or Open Space.
 - 1.12 To possess, use or discharge any device capable of discharging any projectile by any means whatsoever, including but not limited to slingshots and wrist rockets onto or within any Parks or Open Space.
 - 1.13 To ignite or launch any model rockets and airplanes onto or within any Parks or Open Space.
 - 1.14 To use, ignite, or fire any fireworks or explosives, onto or within any Parks or Open Space.
 - 1.15 To golf or hit golf balls onto or within any Parks or Open Space.
 - 1.16 To operate any motorized vehicle within any Parks or Open Space, except on public roads or within public parking areas. Emergency, maintenance, and patrol vehicles are specifically excluded.
 - 1.17 To park vehicles, trailers, or campers within any Parks or Open Space except within designated parking lots, and only between the hours of 6:00 a.m. and 10:00 p.m.
 - 1.18. To camp within any Parks or Open Space.
 - 1.19 No semi or commercial trucks may be parked within any Parks or Open Space or any parking lots within any Parks or Open Space.
 - 1.20 To enter, use or occupy any Parks or Open Space between 10:00 p.m. and 6:00 a.m.

- 1.21 To swim, wade, or operate any boat or other flotation device in waters located within any Parks or Open Space.
- 1.22 To engage in any activity within any Parks or Open Space that unreasonably endangers the health, safety, and welfare of any person, animal or property.
- 1.23 To engage in disorderly conduct (as defined in Section 18-9-106 (1), C.R.S.) within any Parks or Open Space.
- 1.24 To carry, possess or consume alcoholic beverages within any Parks or Open Space, without written approval of the District Manager, and unless all required licenses and permits have been issued by all state and local liquor licensing authorities.
- 1.25 To walk, run, jog, hike, or bicycle within any Parks or Open Space except on a designated trail for such use. Maximum trail speed for bicyclists is 15 mph.
- 1.26 To amplify sound by any means within any Parks or Open Space, without written approval of the District Manager.
- 1.27 To build, or place any kind of structure, fence, tree house, rope or other swing within any Parks or Open Space.
- 1.28 To interfere or attempt to interfere with any authorized law enforcement, County or District personnel or to give false or misleading information with the intent to mislead said persons in the performance of their duties.
- 1.29 To fish without a valid permit, issued annually through the District Manager.

Section 2: The Board hereby approves that the Parks and Open Space Rules described on Exhibit A attached hereto, be posted at all public entrances to the District's Parks and Open Space.

Section 3: The Board hereby authorizes the District Manager to grant written variances for good cause shown to any one or more of these Parks and Open Space Rules and Regulations.

Section 4: Violators of any of the above Parks and Open Space Rules and Regulations shall be subject to criminal and civil penalties.

Criminal Remedies: Pursuant to Section 18-9-117 (3)(a) and (b), C.R.S., when said rules and regulations have been prominently posted as required by Section 18-9-117 (2), C.R.S., any violation of the Parks and Open Space Rules and Regulations is unlawful and violators shall be subject to criminal penalties enforceable by the Douglas County Sheriff's Office or authorized county enforcement personnel who have been designated pursuant to Section 29-7-101 (3)(a), C.R.S.

Civil Remedies: A violation of any Parks or Open Space Rules and Regulations that have been prominently posted, is subject to any and all civil remedies available to the District under Title 32, C.R.S. or other applicable laws, including the imposition of fines, penalties, charges, costs and

attorney fees incurred by the District with respect to any damages or other losses sustained by the District because of the violation of any of the Parks and Open Space Rules and Regulations. Such fines, penalties, charges, costs and attorneys fees shall be assessed against the owners of any real property located within the District, on which a violator of the Parks and Open Space Rules and Regulations resides on a permanent or temporary basis.

The District may collect such fines, penalties, charges, costs and attorneys' fees it incurs by any means authorized by law. Until paid, such fines, penalties, charges, costs and attorneys' fees shall constitute a perpetual lien on and against such real property which lien may be foreclosed in any manner as authorized by the laws of the State of Colorado.

APPROVED AND ADOPTED this 20th day of August, 2019, by a vote of 5 for and 0 against.

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

By: _____
Calvin Brown, President

ATTEST:

By: _____
Ronald Bendall, Secretary

EXHIBIT A

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT

PARKS AND OPEN SPACE RULES

- Parks and Open Space are open 6:00 a.m. to 10:00 p.m.
- Only domestic pets (dogs and cats) are permitted, which must be leashed, and their waste picked up and properly disposed of
- Shelter/field use is subject to prior reservation
- Alcohol beverages allowed only upon written approval of District Manager
- Walking, jogging, running, hiking and biking on designated trails only
- Maximum trail speed for bicyclists is 15 mph
- Vehicles, trailers or campers may be parked only at designated parking lots between 6:00 a.m. and 10:00 p.m.
- Fishing only with a valid permit issued annually by the District Manager

PROHIBITED

- Unauthorized motorized vehicles
- Overnight parking of vehicles, trailers or campers between 10:00 p.m. and 6:00 a.m.
- Semi or commercial trucks within any Parks or Open Space or parking lots at any time
- Camping
- Littering/dumping
- Fires
- Fireworks
- Firearms and archery
- Model rockets and airplanes
- Amplified sound
- Hitting golf balls
- Construction of any kind of road, trail, sign, tree house, rope or other swing, fence, marker, or any other structure or improvement
- Planting trees, shrubs, plants or other vegetation
- Swimming, wading, or boating
- Disorderly conduct
- Misuse of public property
- Harassment of wildlife
- All animals except leashed domestic pets (dogs and cats)
- Relocating or releasing animals, fish or insects

To report violations or accidents call 911 and provide specific location

Full text of the Resolution Adopting Rules and Regulations can be obtained from the District Manager at (303) 779-4525

Parks and Open Space Rules are enforced as authorized by Colorado Revised Statutes Sections 18-9-117, 29-7-101, and 32-1-1001.

LITTLETON, CO 80125

Ownership Information

MELANIE PFEFFER SCOTT PFEFFER
7241 RED MESA CT
LITTLETON, CO 80125

[View Comparable Sales](#) 



[Send us an updated photo](#)



nt #: R0339193

Parcel #: 2355-021-02-048

3 JARED WAY LETON, CO 80125

Ship Information
T L BINGHAM & LAURA W BINGHAM
JARED WAY
TON, CO 80125

Comparable Sales



[Send us an updated photo](#)



[View this Neighborhood](#)

[Other Maps](#) ▾

Account Summary

Account Type: Residential
Location Description: LOT 4 BLK 1 IMPERIAL HO
VILLAGE ...

Valuation Info

2019 Actual Value: \$420,060 2019 Tax F
2019 Assessed Value: \$30,040 2019 Est. V

Sales History

Last Sale 06/14/2017 for \$405,000
Grantor: MARK L REUTER & ROXANNE REUTE
Grantee: ROBERT L BINGHAM & LAURA W BIN

Building Details

Built in 1998 - 2 Story
1,501 above ground sqft - 753 Basement sqft

Land Details

Land: 0.189 Acres - Residential

Tax Authorities

13 Tax Authorities - Total Mills: 144.198

Documents

[Notice of Determination, Notice of Valuation and this property.](#)

Fence Encroachment

These two properties appear to have moved their fences outward into the Open SPace PArcel owned by RVMD

58 Legend



Google Earth

© 2018 Google

100 ft

Suazo, Kathy

From: Sangster, Jerel
Sent: Thursday, September 12, 2019 8:38 AM
To: Suazo, Kathy
Cc: Jones, Anna; Shannon, Patrick
Subject: Pickle ball for packet
Attachments: Pickleball Lines.pdf

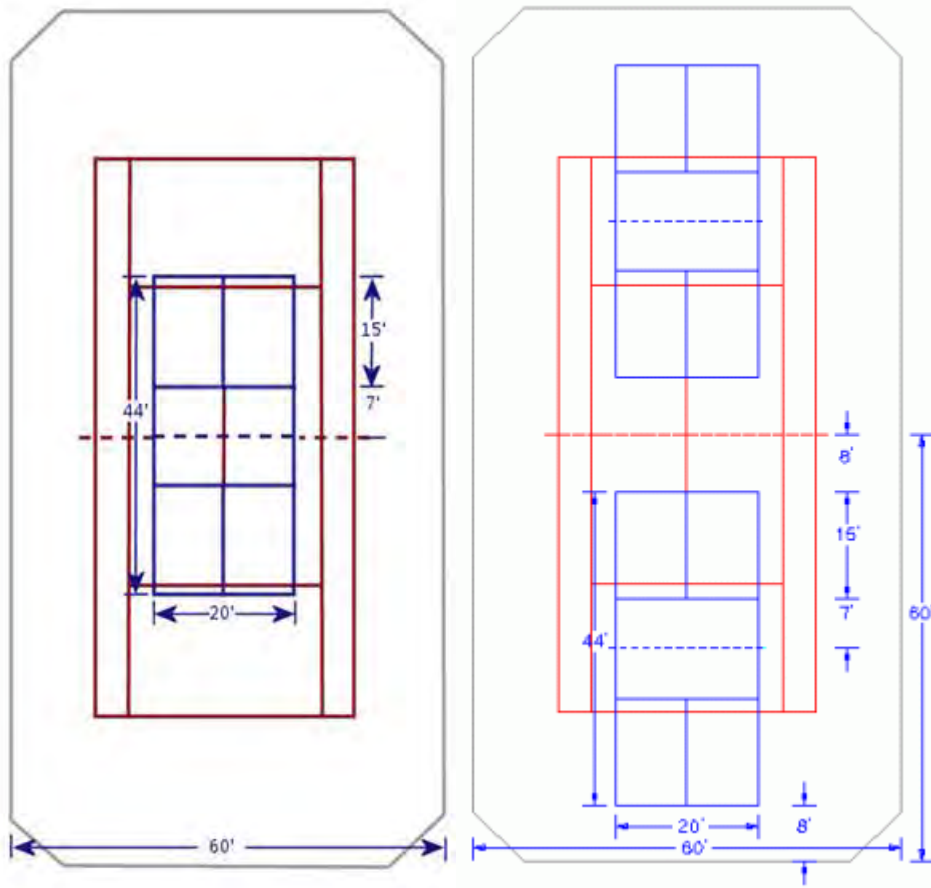
Kathy,

Attached is my recommendation for the pickle ball striping.

At the last meeting the Board requested additional info for the striping including color of the lines, extra equipment needed, dimensions and effect on adjacent tennis court.

- Pickle ball lines are typically painted light blue or green so as not to distract from existing tennis court lines.
- Pickle ball lines can be painted fit over the middle of an existing Tennis court or can be painted over the both ends of the tennis court to accommodate two pickle ball courts
- If lines are painted on opposite ends of the tennis court, additional netting will be needed
 - Portable nets range from \$150-\$250
- Whether 2 courts or 1, pickle ball is played in the same direction as regular tennis and participants on either court would not interfere with each other.

I have included pictures for reference as well.





Jerel Sangster, Public Management Analyst
CliftonLarsonAllen LLP

Direct – 303-439-6058
jerel.sangster@CLAconnect.com

Main 303-779-5710, Fax 303-779-0348
8390 E Crescent Parkway, Suite 300, Greenwood Village, CO 80111
CLAconnect.com

WEALTH ADVISORY | OUTSOURCING | AUDIT, TAX, AND CONSULTING



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

Send me your files with secure file transfer.

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

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

Date: August 15, 2019
Project Location: Roxborough Park

Attention: Jerel Sangster

Email: jerel.sangster@claconnect.com

INSTALL PICKLEBALL LINES ONLY

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

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

TOTAL COST OF PROJECT: \$600.00

Notes:

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

Signed by: _____

Altitude Athletic Surfaces, LLC.

Name _____

Date _____

By: Kevin Leach, CTCB

Suazo, Kathy

From: Shannon, Patrick
Sent: Monday, August 26, 2019 2:10 PM
To: Suazo, Kathy
Cc: Jones, Anna; Sangster, Jerel
Subject: FW: [External] FW: Playground Equipment
Attachments: Q9371A.pdf; Q9371C.pdf; Q9371D.pdf

Hi Kathy,

Can you please include the attached Star Playground quotes in the next packet?

Thanks,
 Pat



Pat Shannon, Assistant District Manager
 Outsourcing, CliftonLarsonAllen LLP

Direct 303-265-7998
patrick.shannon@CLAconnect.com

Main 303-779-5710, Fax 303-779-0348
 8390 E Crescent Parkway, Suite 300, Greenwood Village, CO 80111
CLAconnect.com



WEALTH ADVISORY | OUTSOURCING | AUDIT, TAX, AND CONSULTING



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

From: Erin Starr <erin@starplaygrounds.com>
Sent: Monday, August 26, 2019 12:27 PM
To: Shannon, Patrick <Patrick.Shannon@claconnect.com>
Cc: Jones, Anna <Anna.Jones@claconnect.com>; Sangster, Jerel <Jerel.Sangster@claconnect.com>
Subject: RE: [External] FW: Playground Equipment

Hey Pat-

Below are my recommendations/responses to the 3s and 4s:

- Mule Deer Park – due to the decks worn, paint chipping and the slide that exits directly into the deck, I am recommending removal and replacement of the whole structure. Quote attached with a sale structure that fits in small space. Q9371A
- Crystal Lake – I can't fix the slide inserts and I cannot tell who the manufacturer is of the structure and our slides are unable to retrofit. Removal/replacement quoted Q9371B

- Brown Bear/Airplane park – this structure is sad and lacks play value. I would recommend removal/replacement – quote attached Q9371C
- Marmont Park – since it is a different manufacturer, we won't be able to provide touch up paint. The only other thing that had a high rating was the 2 concrete slabs – would you like a quote to replace them?
- Rox Community Park – new tube slide, new decks/clamps, new spiral slide, removal of sand and new EWF quote attached Q9371D

Thanks,
Erin



Erin Starr, CPSI

Chief Operating Officer

Certified Inclusive Play Designer

P: 303.791.7626 C: 303.916-8671 erin@starplaygrounds.com

9892 Titan Park Circle, Unit 1 Littleton, CO 80125

www.starplaygrounds.com www.facebook.com/starplaygroundsCOWY

From: Shannon, Patrick <Patrick.Shannon@claconnect.com>

Sent: Thursday, August 22, 2019 4:08 PM

To: Erin Starr <erin@starplaygrounds.com>

Cc: Jones, Anna <Anna.Jones@claconnect.com>; Sangster, Jerel <Jerel.Sangster@claconnect.com>

Subject: RE: [External] FW: Playground Equipment

Hi Erin,

The Board reviewed your inspection report at Tuesday's Board Meeting and would like to go forward with fixing the areas rated 3 and 4. Could you please send us a quote to fix those items?

Thanks,
Pat



Pat Shannon, Assistant District Manager

Outsourcing, CliftonLarsonAllen LLP

Direct 303-265-7998

patrick.shannon@CLAconnect.com

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

8390 E Crescent Parkway, Suite 300, Greenwood Village, CO 80111

CLAconnect.com



WEALTH ADVISORY | OUTSOURCING | AUDIT, TAX, AND CONSULTING



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

From: Shannon, Patrick
Sent: Monday, August 12, 2019 11:22 AM
To: Erin Starr <erin@starplaygrounds.com>
Cc: Jones, Anna <Anna.Jones@claconnect.com>; Sangster, Jerel <Jerel.Sangster@claconnect.com>
Subject: RE: [External] FW: Playground Equipment

Thank you Erin! We will review internally and discuss with the Board.

Thanks again,
Pat



Pat Shannon, Assistant District Manager
Outsourcing, CliftonLarsonAllen LLP

Direct 303-265-7998

patrick.shannon@CLAconnect.com

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

8390 E Crescent Parkway, Suite 300, Greenwood Village, CO 80111

CLAconnect.com



WEALTH ADVISORY | OUTSOURCING | AUDIT, TAX, AND CONSULTING



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

From: Erin Starr <erin@starplaygrounds.com>
Sent: Sunday, August 11, 2019 11:44 PM
To: Shannon, Patrick <Patrick.Shannon@claconnect.com>
Cc: Jones, Anna <Anna.Jones@claconnect.com>; Sangster, Jerel <Jerel.Sangster@claconnect.com>
Subject: RE: [External] FW: Playground Equipment

Hi Pat-
Attached are all the reports and pictures.

If you are looking for highest priority to lowest for new equipment I would say:

- 1) Mule Deer
- 2) Airplane/Brown Bear
- 3) tied Crystal Lake structure and Marmot
- 4) Rox community

Let me know if you have any questions!

Thanks,
Erin



Erin Starr, CPSI

Chief Operating Officer

Certified Inclusive Play Designer

P: 303.791.7626 C: 303.916-8671 erin@starplaygrounds.com

9892 Titan Park Circle, Unit 1 Littleton, CO 80125

www.starplaygrounds.com www.facebook.com/starplaygroundsCOWY

From: Shannon, Patrick <Patrick.Shannon@claconnect.com>

Sent: Tuesday, July 16, 2019 2:54 PM

To: Erin Starr <erin@starplaygrounds.com>

Cc: Jones, Anna <Anna.Jones@claconnect.com>; Sangster, Jerel <Jerel.Sangster@claconnect.com>

Subject: RE: [External] FW: Playground Equipment

Hi Erin,

I'm following up on the below email. Would you be able to schedule inspections in Roxborough in the next few weeks?

Thanks,
Pat



Pat Shannon, Assistant District Manager

Outsourcing, CliftonLarsonAllen LLP

Direct 303-265-7998

patrick.shannon@CLAconnect.com

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

8390 E Crescent Parkway, Suite 300, Greenwood Village, CO 80111

CLAconnect.com



WEALTH ADVISORY | OUTSOURCING | AUDIT, TAX, AND CONSULTING



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

From: Shannon, Patrick

Sent: Wednesday, June 26, 2019 10:33 AM

To: 'Erin Starr' <erin@starplaygrounds.com>

Cc: 'Calvin B' <cbrown8556@hotmail.com>; Jones, Anna <Anna.Jones@claconnect.com>; Sangster, Jerel <Jerel.Sangster@claconnect.com>

Subject: RE: [External] FW: Playground Equipment

Hi Erin,

I'm following up on the below re playground inspections. That price sounds good to me – when would you be able to schedule the inspections?

Thanks,
Pat



Pat Shannon, Assistant District Manager

Outsourcing, CliftonLarsonAllen LLP

Direct 303-265-7998

patrick.shannon@CLAconnect.com

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

8390 E Crescent Parkway, Suite 300, Greenwood Village, CO 80111

CLAconnect.com



WEALTH ADVISORY | OUTSOURCING | AUDIT, TAX, AND CONSULTING



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

From: Erin Starr [<mailto:erin@starplaygrounds.com>]

Sent: Tuesday, June 18, 2019 3:49 PM

To: Alisa Nixon

Cc: anna.jones@claconnect.com; Hannah Reiter

Subject: RE: Playground Equipment

Hey Alisa and Anna,

We have changed up our inspections program. Since I am *very* familiar with all the parks, I will do the inspection for all of them for a discounted rate of \$325 total for this year. And we are super close so that helps too.

As for the slide at Crystal Lake, unfortunately we still won't be able to fix that. That slide has stripped inserts and cannot be fixed without order a whole new slide. I am not sure who the manufacturer is of that structure. I have tried to figure it out every year! Lol. We do have a sale going on if we want to put in a new 2-5 structure there.

Thanks,
Erin

Erin Starr, CPSI

Chief Operating Officer

Certified Inclusive Play Designer

P: 303.791.7626 C: 303.916-8671 erin@starplaygrounds.com

9892 Titan Park Circle, Unit 1 Littleton, CO 80125

www.starplaygrounds.com www.facebook.com/starplaygroundsCOWY

From: Alisa Nixon <Alisa.Nixon@kchoa.com>

Sent: Thursday, June 13, 2019 9:07 AM

To: Erin Starr <erin@starplaygrounds.com>

Cc: anna.jones@claconnect.com

Subject: Playground Equipment

Erin,

We were hoping you could do your annual inspection of the playground equipment for Arrowhead Shores and the Metro District. I have had a concern that there are some bolts missing from the small play park at Crystal Lake. Please let us know.

Thanks,

Thank you,

Alisa Nixon, AMS, CAM, CMCA

Community Association Manager | KC & Associates, LLC

10106 W. San Juan Way, Suite 210 | Littleton, Colorado 80127

Direct: 303-605-6921 | Office: 303-933-6279 | Fax: 303-933-9299

www.kchoa.com | [How are we doing?](#)



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CliftonLarsonAllen LLP



Quotation ⁶⁹

Quote Number: Q9371A
 Quote Date: Aug 21, 2019
 Sales Rep: Erin Starr

erin@starplaygrounds.com

Playground Equipment * Site Furnishings * Shade Structures * Surfacing

Project:	Proposed For/Bill To:	Contact Name	
Mule Deer Park 7846 Mule Deer Place Littleton, CO 80125	Clifton Larson Allen 8390 E. Crescent Parkway Suite 500 Greenwood Village, CO 80111 Cust ID: Clifton L	Pat Shannon	
		Phone	Email
		303-779-5710	patrick.shannon@CLAconnect.com

Qty	Item	Description	Unit Price	Amount
	EFI	Price includes equipment, freight and factory certified installation.		
1	Remove/Dispo	Removal and disposal of existing structure	\$ 3,250.00	\$ 3,250.00
1	PWCH	Playworld Challengers Sale Playstructure; Design 350-1715	\$ 22,278.00	\$ 22,278.00
1		Sale Savings Discount. Must be ordered by 12/1/19	\$ -7,160.00	\$ -7,160.00
43	EWf	Accessible Engineered Wood Fiber Surfacing (EWf) top off.	\$ 49.60	\$ 2,133.00

Pricing excludes taxes, prevailing wages, irrigation repairs and site preparation unless otherwise noted and is valid for 30 days from the date above. If tax exempt, please provide a copy of your tax exempt certificate or tax will be collected. Late fees and interest at the rate of 18% per annum will be charged on all past due accounts. A 3% fee may be added to payments made by credit card. Restocking fees apply to canceled orders. Owner is responsible for locating all irrigation and drainage system components. Star Playgrounds is not responsible for damages caused by failure to properly locate any components. Owner is responsible for providing water, power and direct truck access to site for installation. Failure of owner to properly prepare the site by the scheduled date of installation will result in liquidated damages in the amount of \$325 per day. Due to the variation in soil conditions in the mountainous or rocky areas, the quoted/contracted installation price may need to be increased. If we encounter issues in digging, you be notified immediately and we will submit a change order prior to continuing. After 90 days, an equipment storage fee equal to the trailer storage costs plus \$350 per month will be accessed for all equipment stored.

Subtotal	\$ 20,501.00
Sales Tax	
TOTAL	\$ 20,501.00

9892 Titan Park Circle, Unit 1, Littleton, CO 80125
 Office: 303.791.7626 Fax: 303.791.3314
 www.starplaygrounds.com

350-1715

Equipment Manufacturer



350-1715

Equipment Manufacturer





PLAYWORLD SYSTEMS, INC.
 1000 Buffalo Road
 Lewisburg, PA
 17837-9795 USA

EQUIPMENT SIZE:
18'10" x 15'1" x 11'9"
 5,74m x 4,6m x 3,58m

USE ZONE:
31'0" x 27'4"
 9,46m x 8,34m

AREA: **633 SqFt.** PERIMETER: **94 Ft.**
 58,81 SqM. 28,65M

FALL HEIGHT:
8 Ft.
 2,44M

USER CAPACITY: **24** AGE GROUP: **5-12**

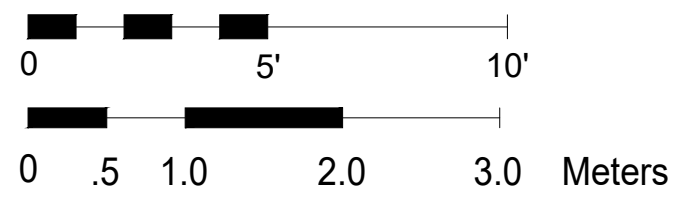
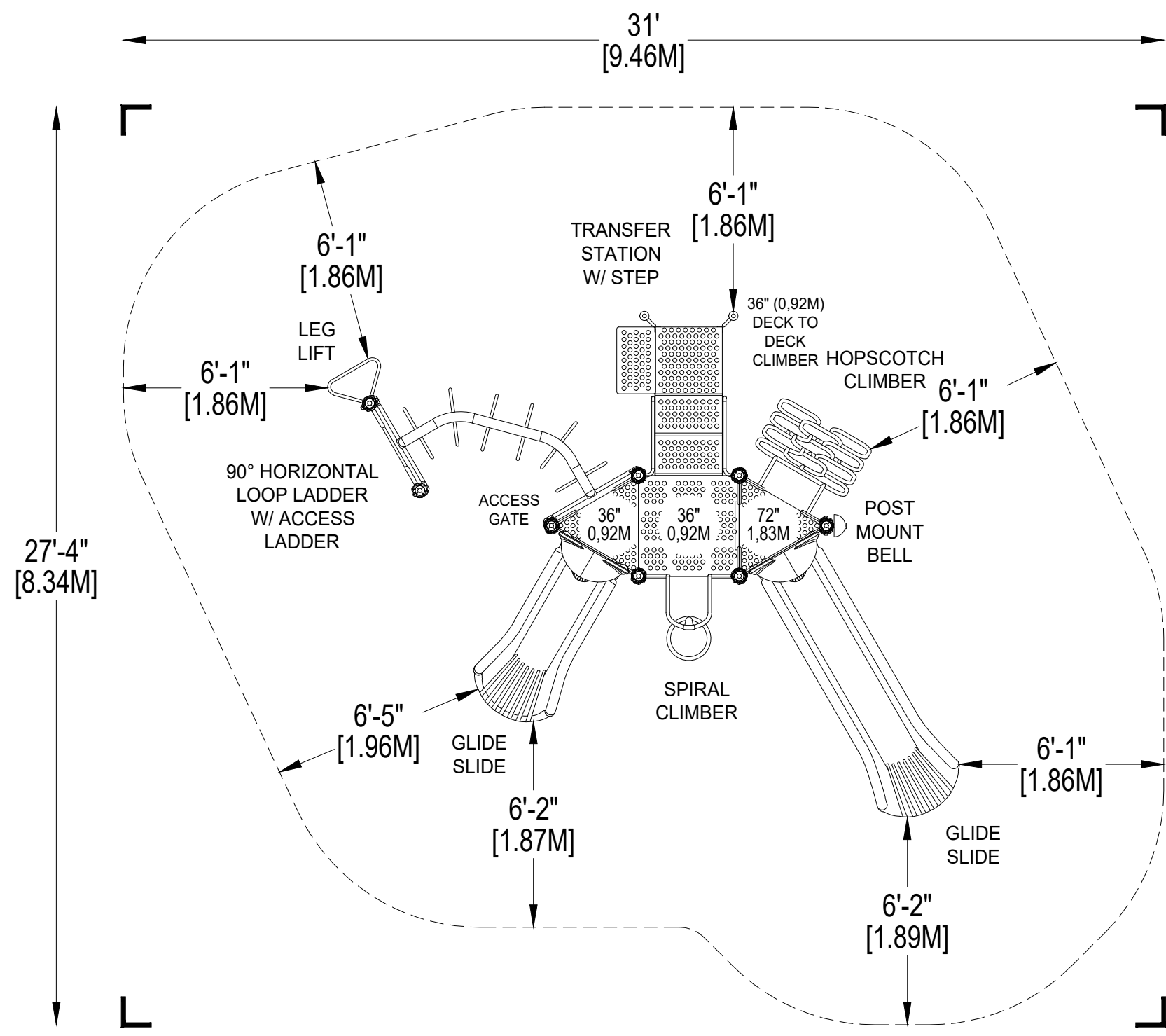
ADA SCHEDULE	Total Elevated Play Activities: 6		
	Total Ground-Level Play Activities: 2		
	Accessible Elevated Activities	Accessible Ground-Level Activities	Accessible Ground-Level Play Types
Required	3	2	2
Provided	3	2	2

✓ ASTM F1487-17
 ✓ CPSC #325



PROJECT NO: 350-1715A	SCALE: 1/4"=1'-0"
DRAWN BY: M. MERTZ	Paper Size B
DATE: 20-DEC-2017	

350-1715
 CATALOG PRE-DESIGN



*PLAYGROUND SUPERVISION REQUIRED

Color Me Confident

While color is a small detail in the larger scope of playground planning, it shouldn't be an afterthought. Colors can tell a story and evoke a feeling. They guide the eye and inspire play.

From warm, sunset shades that invigorate to cool, tropical tones that calm, there's a perfect combination for every play space.

Choosing a color palette can be fun, but it's also a lot of work. Not sure where to start? Try assigning certain colors to a material or type of activity. When in doubt, take inspiration from your environment, whether it's your school colors or the native flora and fauna. Don't be shy—color yourself confident.

Rotomolded Colors



Red

Yellow

Tropical
Yellow

Orange

Lime

Chartreuse

Green

Forest Green



Teal

Sky

Cyan

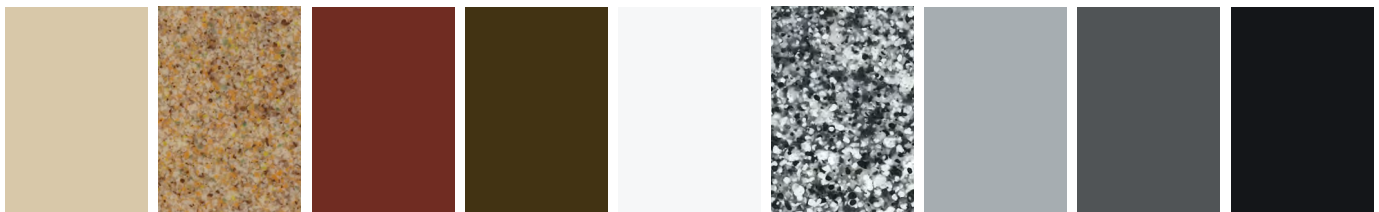
Blue

Cobalt

Pink

Lavender

Plum



Beige

Brownstone

Brown

Dark Brown

White

Graystone

Light Gray

Gray

Black (Roofs Only)

2-Color Sheet Plastic



Red-Sand

Red-Yellow

Yellow-Sand

Orange-Sand

Lime-Sand

Forest Green-Sand

Blue-Sand

Blue-Yellow

Cobalt-Sand



Plum-Sand

Beige-Forest Green

Beige-Red

Beige-Gray

Dark Brown-Sand

Gray-Black

Black-White

White-Black

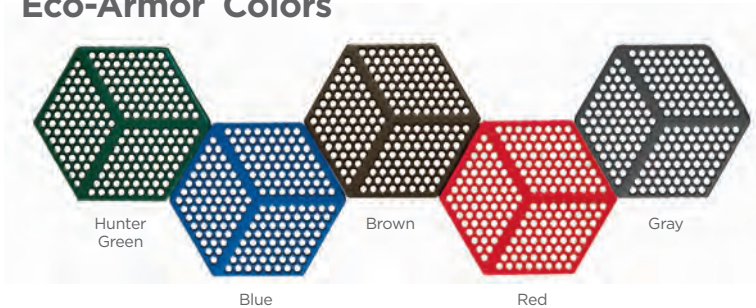
Pre-selected color palettes streamline the ordering process and allow us to provide exceptionally great prices on select product lines.



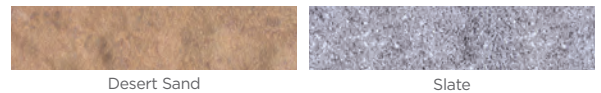
Component & Post Colors



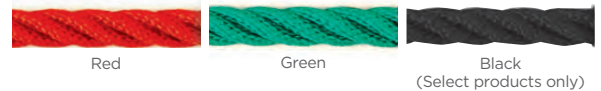
Eco-Armor® Colors



Boulders



Rope Colors



Colors are subject to change without notice. Color swatches are for reference only. For accurate color samples and the most up-to-date specifications consult your local representative. Playworld uses high quality materials and state-of-the-art manufacturing processes. Commercial playgrounds and products are subjected to years of environmental and solar exposure. Such extreme exposure takes its toll on paints and pigments, and all colors will fade over time. Playworld does not warrant against color fading or discoloration. It is important to properly maintain your playground to ensure its longevity. Depending on environmental conditions at your location, the installation of fabric shade structures may help to delay fading and discoloration.



Quotation ⁷⁵

Quote Number: Q9371C
 Quote Date: Aug 26, 2019
 Sales Rep: Erin Starr

erin@starplaygrounds.com

Playground Equipment * Site Furnishings * Shade Structures * Surfacing

Project:	Proposed For/Bill To:	Contact Name	
Brown Bear/Airplane Park 7568 Brown Bear Ct. Littleton, CO 80125	Clifton Larson Allen 8390 E. Crescent Parkway Suite 500 Greenwood Village, CO 80111 Cust ID: Clifton L	Pat Shannon	
		Phone	Email
		303-779-5710	patrick.shannon@CLAconne ct.com

Qty	Item	Description	Unit Price	Amount
	EFI	Price includes equipment, freight and factory certified installation.		
1	Remove/Dispo	Removal and disposal of existing structure	\$ 3,250.00	\$ 3,250.00
1	PWCH	Playworld Challengers Sale Playstructure; Design 350-1716	\$ 24,618.00	\$ 24,618.00
1		Sale Savings Discount. Must be ordered by 12/1/19	\$ -7,950.00	\$ -7,950.00
49	EFW	Accessible Engineered Wood Fiber Surfacing (EFW) top off.	\$ 50.29	\$ 2,464.00

Pricing excludes taxes, prevailing wages, irrigation repairs and site preparation unless otherwise noted and is valid for 30 days from the date above. If tax exempt, please provide a copy of your tax exempt certificate or tax will be collected. Late fees and interest at the rate of 18% per annum will be charged on all past due accounts. A 3% fee may be added to payments made by credit card. Restocking fees apply to canceled orders. Owner is responsible for locating all irrigation and drainage system components. Star Playgrounds is not responsible for damages caused by failure to properly locate any components. Owner is responsible for providing water, power and direct truck access to site for installation. Failure of owner to properly prepare the site by the scheduled date of installation will result in liquidated damages in the amount of \$325 per day. Due to the variation in soil conditions in the mountainous or rocky areas, the quoted/contracted installation price may need to be increased. If we encounter issues in digging, you be notified immediately and we will submit a change order prior to continuing. After 90 days, an equipment storage fee equal to the trailer storage costs plus \$350 per month will be accessed for all equipment stored.

Subtotal	\$ 22,382.00
Sales Tax	
TOTAL	\$ 22,382.00

9892 Titan Park Circle, Unit 1, Littleton, CO 80125
 Office: 303.791.7626 Fax: 303.791.3314
 www.starplaygrounds.com

350-1716

Equipment Manufacturer



350-1716

Equipment Manufacturer





PLAYWORLD SYSTEMS, INC.
 1000 Buffalo Road
 Lewisburg, PA
 17837-9795 USA

EQUIPMENT SIZE:
19'7" x 17'2" x 9'6"
 5,97m x 5,23m x 2,9m

USE ZONE:
31'11" x 29'4"
 9,74m x 8,95m

AREA: **760 SqFt.** PERIMETER: **101 Ft.**
 70,61 Sq.M. 30,78M

FALL HEIGHT:
8 Ft.
 2,44M

USER CAPACITY: **23** AGE GROUP: **5-12**

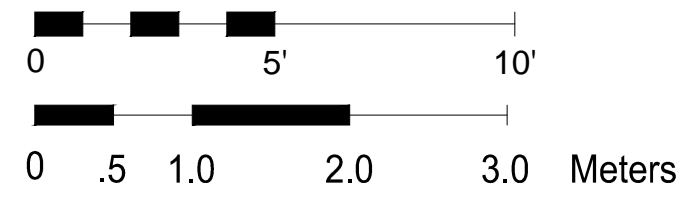
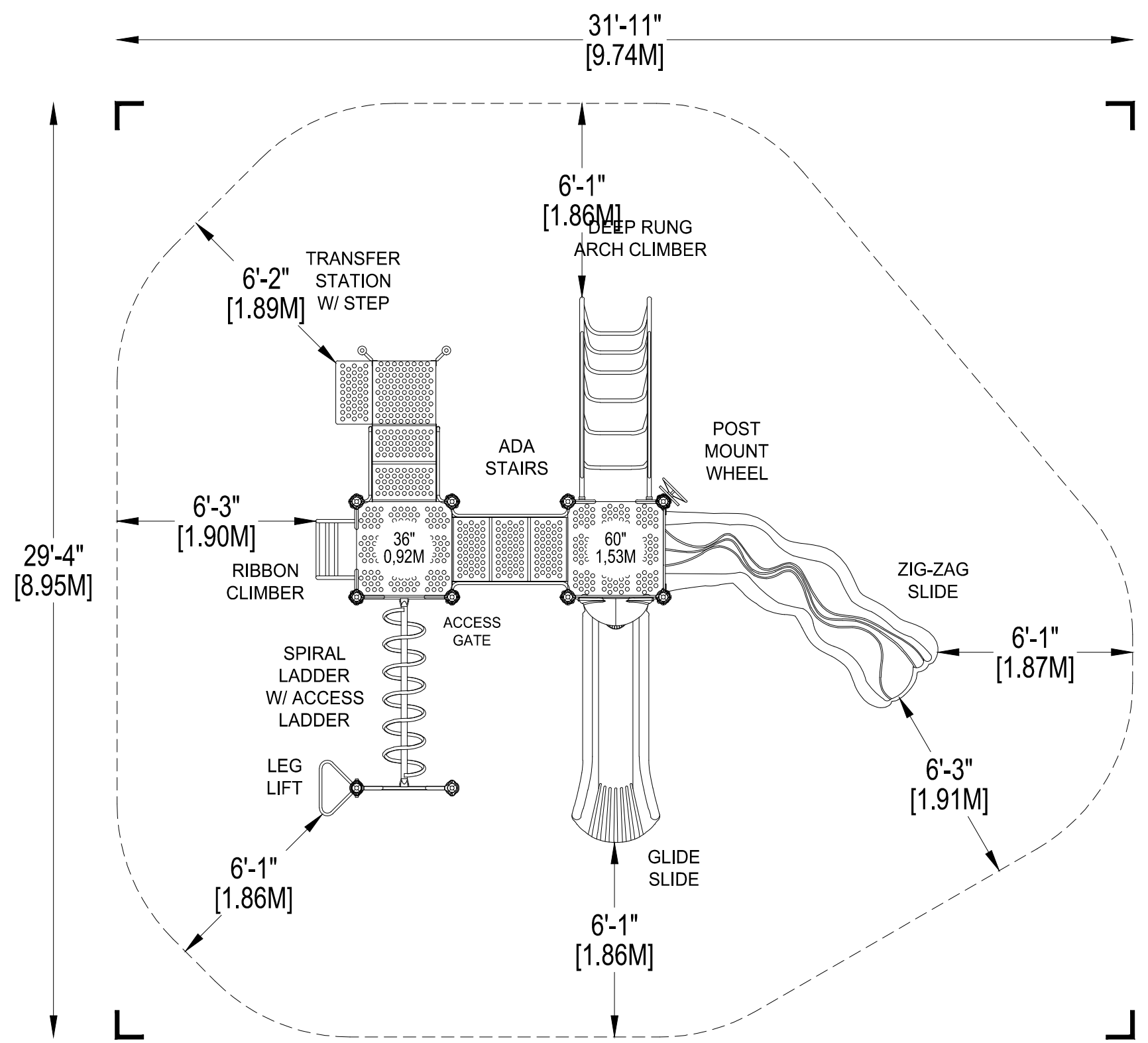
ADA SCHEDULE	Total Elevated Play Activities: 5		
	Total Ground-Level Play Activities: 2		
	Accessible Elevated Activities	Accessible Ground-Level Activities	Accessible Ground-Level Play Types
Required	3	2	2
Provided	5	2	2

✓ ASTM F1487-11
 ✓ CPSC #325



PROJECT NO: 350-1716	SCALE: 1/4"=1'-0"
DRAWN BY: M. MERTZ	Paper Size B
DATE: 30-NOV-16	

350-1716
 CATALOG PRE-DESIGN



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From warm, sunset shades that invigorate to cool, tropical tones that calm, there's a perfect combination for every play space.

Choosing a color palette can be fun, but it's also a lot of work. Not sure where to start? Try assigning certain colors to a material or type of activity. When in doubt, take inspiration from your environment, whether it's your school colors or the native flora and fauna. Don't be shy—color yourself confident.

Rotomolded Colors



Red

Yellow

Tropical
Yellow

Orange

Lime

Chartreuse

Green

Forest Green



Teal

Sky

Cyan

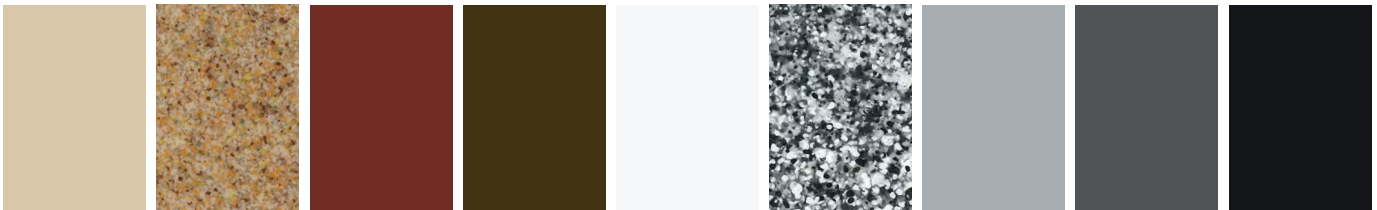
Blue

Cobalt

Pink

Lavender

Plum



Beige

Brownstone

Brown

Dark Brown

White

Graystone

Light Gray

Gray

Black (Roofs Only)

2-Color Sheet Plastic



Red-Sand

Red-Yellow

Yellow-Sand

Orange-Sand

Lime-Sand

Forest Green-Sand

Blue-Sand

Blue-Yellow

Cobalt-Sand



Plum-Sand

Beige-Forest Green

Beige-Red

Beige-Gray

Dark Brown-Sand

Gray-Black

Black-White

White-Black

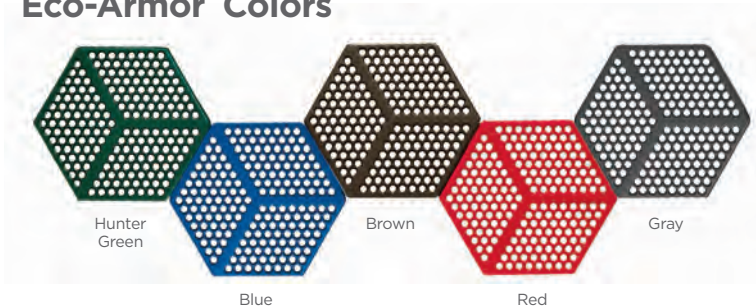
Pre-selected color palettes streamline the ordering process and allow us to provide exceptionally great prices on select product lines.



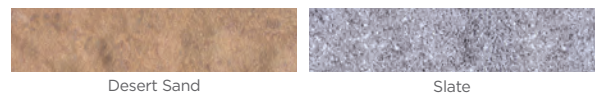
Component & Post Colors



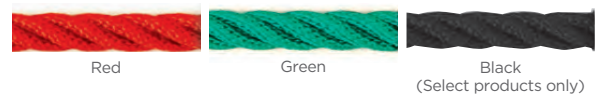
Eco-Armor® Colors



Boulders



Rope Colors



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Quotation⁸¹

Quote Number: Q9371D
 Quote Date: Aug 26, 2019
 Sales Rep: Erin Starr

erin@starplaygrounds.com

Playground Equipment * Site Furnishings * Shade Structures * Surfacing

Project:	Proposed For/Bill To:	Contact Name	
Roxborough Community Park 7463-7635 N. Rampart Rd Littleton, CO 80125	Clifton Larson Allen 8390 E. Crescent Parkway Suite 500 Greenwood Village, CO 80111 Cust ID: Clifton L	Pat Shannon	
		Phone	Email
		303-779-5710	patrick.shannon@CLAconne ct.com

Qty	Item	Description	Unit Price	Amount
	EFI	Price includes equipment, freight and factory certified installation.		
1	Remove/Dispo	Removal and disposal of existing surfacing	\$ 7,425.00	\$ 7,425.00
1	Remove/Dispo	Removal and disposal of existing spiral slide, tube slide and decks	\$ 4,150.00	\$ 4,150.00
1	PWCH	New Spiral Slide, Tube Slide & Decks	\$ 32,046.00	\$ 32,046.00
105	EWF	Accessible Engineered Wood Fiber Surfacing (EWF) top off.	\$ 50.19	\$ 5,270.00

Pricing excludes taxes, prevailing wages, irrigation repairs and site preparation unless otherwise noted and is valid for 30 days from the date above. If tax exempt, please provide a copy of your tax exempt certificate or tax will be collected. Late fees and interest at the rate of 18% per annum will be charged on all past due accounts. A 3% fee may be added to payments made by credit card. Restocking fees apply to canceled orders. Owner is responsible for locating all irrigation and drainage system components. Star Playgrounds is not responsible for damages caused by failure to properly locate any components. Owner is responsible for providing water, power and direct truck access to site for installation. Failure of owner to properly prepare the site by the scheduled date of installation will result in liquidated damages in the amount of \$325 per day. Due to the variation in soil conditions in the mountainous or rocky areas, the quoted/contracted installation price may need to be increased. If we encounter issues in digging, you be notified immediately and we will submit a change order prior to continuing. After 90 days, an equipment storage fee equal to the trailer storage costs plus \$350 per month will be accessed for all equipment stored.

Subtotal	\$ 48,891.00
Sales Tax	
TOTAL	\$ 48,891.00

9892 Titan Park Circle, Unit 1, Littleton, CO 80125
 Office: 303.791.7626 Fax: 303.791.3314
 www.starplaygrounds.com



METCO LANDSCAPE, INC.

Monthly Maintenance Report for Roxborough Village Metropolitan District

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

REVIEW OF GANTTED OPERATIONS

Turf

Turf looks good throughout the metro district replacing some older Irrigation heads in several areas and adjusting heads that need it. This audit of the zones throughout the District is done Bi-weekly

Shrub Beds

Shrub beds are mainly weed free and we continue to spray weeds and monitor any new germination that happens to come up in Beds

Trees

Reported any issues I see with Trees to Bailey Tree. We have discussed for them to plant trees they owe the District in some areas where we want to replace trees that are dead. The trees they planted this early spring that died can fill the spots we need to replace dead trees.

Irrigation

Irrigation has been doing Ok through the month of August thru into September. We have had a few issues with a couple of mainline leaks small in nature we fixed that were leaking very slow. I have called in to Roborough Water two times for water to be added to Crystal Lake. This was in August and beginning of Sept

Site Policing

We continue to police for the doggy stations and trash. Mowing of beauty bands along all walkways is also done on this route assignment.

Overall Site

The site looks good overall have met with Debi Prysby and checked out Drainage channel site that parralels Dressage road and runs up behind homes on Stable Street. I put a NTE proposal for cutting out the dead in trees and any cut out any shrubs in the channel gutter.

Review of Operatons for Upcoming Month:

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

We will be doing a native mow the end of September

Client's Signature _____	Total	\$4,500.00
Street, Aurora, CO, 80011	Tel: (303) 421-3100	
_____	Date	_____

Total: **\$4,500.00**

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

CONDITION

Extra Work Proposal 9/5/2019

CONTRACT SPECIFICATIONS & LIMITATIONS

All material is guaranteed to be as specified in

Unit Prices – The Base

Alternates / Time &

Scheduling – Landscape enhancement contracts

Watering and Maintenance

Seeding – Re-seeding or re-sodding of

GUARANT

Our guarantee is

All claims for

Plant Material Guarantee – Metco Landscaping guarantees

We will not guarantee plants damaged or

TERMS

Invoices will be sent after the contract work is completed,

CANCELL

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

DISPUTES

All disputes shall be

**PHOTOS
TABLE**

Metco
Landscape,

SIGNAGE

By signing
this contract
you, the
Owner, are

UTILITIES/UNKNOWN OBSTRUCTIONS

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

OWNER'S RESPONSIBILITIES

Harmless -
To the fullest
extent
permitted by

The Following Are Post Packet Items:

Items That Were

Distributed At The Meeting

And Not In

The Original Packet

Fall Festival Recap

What went well?	What could be improved for next year?	Post event Follow up
Firework show was great	Additional lighting tower at North End of parking lot	Send out Thank you cards to volunteers/ local vendors
DJ appealed to all crowds and played through fireworks	Verify and maximize efficiency of vendor delivery times	Publish event gallery on website
Volunteer tents appeared to have many visitors	More food truck options	
Raffle tickets and prizes	More tables & chairs for eating	
Attendance/ parking migration went smoothly	Acknowledge founding sponsors, increase advertising opportunities	
DCSO presence	Coordinate parking, event details with softball tournament logistics	
Helicopter landing was a big hit	Promote and advertise event more effectively (via SM, signage, word of mouth)	
	Staff/volunteer plan and responsibilities (blast zone, game stations, etc.	
	More T shirts to pass out as prizes	
	Adequate stakes/ caution tape to secure blast zone	
	Showcase/ Partner with more local businesses	

CERTIFICATION OF VALUATION BY DOUGLAS COUNTY ASSESSOR

Name of Jurisdiction: **4109 - Roxborough Village Metro District**

IN DOUGLAS COUNTY ON 11/21/2018

New Entity: No

USE FOR STATUTORY PROPERTY TAX REVENUE LIMIT CALCULATIONS (5.5% LIMIT) ONLY

IN ACCORDANCE WITH 39-5-121(2)(a) AND 39-5-128(1), C.R.S. AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES THE TOTAL VALUATION FOR ASSESSMENT FOR THE TAXABLE YEAR 2018 IN DOUGLAS COUNTY, COLORADO

1. PREVIOUS YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	\$69,216,490
2. CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION: *	\$69,677,340
3. LESS TIF DISTRICT INCREMENT, IF ANY:	\$0
4. CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	\$69,677,340
5. NEW CONSTRUCTION: **	\$608,780
6. INCREASED PRODUCTION OF PRODUCING MINES: #	\$0
7. ANNEXATIONS/INCLUSIONS:	\$0
8. PREVIOUSLY EXEMPT FEDERAL PROPERTY: #	\$0
9. NEW PRIMARY OIL OR GAS PRODUCTION FROM ANY PRODUCING OIL AND GAS LEASEHOLD ## OR LAND (29-1-301(1)(b) C.R.S.):	\$0
10. TAXES COLLECTED LAST YEAR ON OMITTED PROPERTY AS OF AUG. 1 (29-1-301(1))(a) C.R.S.):	\$0.00
11. TAXES ABATED AND REFUNDED AS OF AUG. 1 (29-1-301(1)(a) C.R.S.) and (39-10-114(1)(a)(I)(B) C.R.S.):	\$361.00

* This value reflects personal property exemptions IF enacted by the jurisdiction as authorized by Art. X, Sec.20(8)(b), Colo

** New construction is defined as: Taxable real property structures and the personal property connected with the structure.

Jurisdiction must submit respective certifications (Forms DLG 52 AND 52A) to the Division of Local Government in order for the values to be treated as growth in the limit calculation.

Jurisdiction must apply (Forms DLG 52B) to the Division of Local Government before the value can be treated as growth in the limit calculation.

USE FOR 'TABOR' LOCAL GROWTH CALCULATIONS ONLY

IN ACCORDANCE WITH THE PROVISION OF ARTICLE X, SECTION 20, COLO CONST, AND 39-5-121(2)(b), C.R.S. THE ASSESSOR CERTIFIES THE TOTAL ACTUAL VALUATION FOR THE TAXABLE YEAR 2018 IN DOUGLAS COUNTY, COLORADO ON AUGUST 25, 2018

1. CURRENT YEAR'S TOTAL ACTUAL VALUE OF ALL REAL PROPERTY: @	\$874,035,867
ADDITIONS TO TAXABLE REAL PROPERTY:	
2. CONSTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS: †	\$8,455,239
3. ANNEXATIONS/INCLUSIONS:	\$0
4. INCREASED MINING PRODUCTION: %	\$0
5. PREVIOUSLY EXEMPT PROPERTY:	\$0
6. OIL OR GAS PRODUCTION FROM A NEW WELL:	\$0
7. TAXABLE REAL PROPERTY OMITTED FROM THE PREVIOUS YEAR'S TAX WARRANT:	\$0

(If land and/or a structure is picked up as omitted property for multiple years, only the most current year's actual value can be reported as omitted property.)

DELETIONS FROM TAXABLE REAL PROPERTY:

8. DESTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS:	\$0
9. DISCONNECTIONS/EXCLUSION:	\$0
10. PREVIOUSLY TAXABLE PROPERTY:	\$0

@ This includes the actual value of all taxable real property plus the actual value of religious, private schools, and charitable real property

† Construction is defined as newly constructed taxable real property structures

% Includes production from new mines and increases in production of existing producing mines

IN ACCORDANCE WITH 39-5-128(1), C.R.S. AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES TO SCHOOL DISTRICTS : 1. TOTAL ACTUAL VALUE OF ALL TAXABLE PROPERTY: _____ \$0

NOTE: All levies must be Certified to the Board of County Commissioners NO LATER THAN DECEMBER 15, 2018

Data Date: 11/20/2018

CERTIFICATION OF VALUATION BY DOUGLAS COUNTY ASSESSOR

Name of Jurisdiction: 4109 - Roxborough Village Metro District

IN DOUGLAS COUNTY ON 8/23/2019

New Entity: No

USE FOR STATUTORY PROPERTY TAX REVENUE LIMIT CALCULATIONS (5.5% LIMIT) ONLY

IN ACCORDANCE WITH 39-5-121(2)(a) AND 39-5-128(1), C.R.S. AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES THE TOTAL VALUATION FOR ASSESSMENT FOR THE TAXABLE YEAR 2019 IN DOUGLAS COUNTY, COLORADO

1. PREVIOUS YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:		\$69,677,340
2. CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION: *		\$80,261,110
3. LESS TIF DISTRICT INCREMENT, IF ANY:		\$0
4. CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION		\$80,261,110
5. NEW CONSTRUCTION: **		\$71,140
6. INCREASED PRODUCTION OF PRODUCING MINES: †		\$0
7. ANNEXATIONS/INCLUSIONS:		\$0
8. PREVIOUSLY EXEMPT FEDERAL PROPERTY: ‡		\$0
9. NEW PRIMARY OIL OR GAS PRODUCTION FROM ANY PRODUCING OIL AND GAS LEASEHOLD OR LAND (29-1-301(1)(b) C.R.S.):		\$0
10. TAXES COLLECTED LAST YEAR ON OMITTED PROPERTY AS OF AUG. 1 (29-1-301(1))(a) C.R.S.):		\$0.00
11. TAXES ABATED AND REFUNDED AS OF AUG. 1 (29-1-301(1)(a) C.R.S.) and (39-10-114(1)(a)(I)(B) C.R.S.):		\$24,805.31

* This value reflects personal property exemptions IF enacted by the jurisdiction as authorized by Art. X, Sec 20(8)(b) Colo

** New construction is defined as: Taxable real property structures and the personal property connected with the structure

† Jurisdiction must submit respective certifications (Forms DLG 52 AND 52A) to the Division of Local Government in order for the values to be treated as growth in the limit calculation.

‡ Jurisdiction must apply (Forms DLG 52B) to the Division of Local Government before the value can be treated as growth in the limit calculation.

USE FOR 'TABOR' LOCAL GROWTH CALCULATIONS ONLY

IN ACCORDANCE WITH THE PROVISION OF ARTICLE X, SECTION 20, COLO CONST, AND 39-5-121(2)(b), C.R.S. THE ASSESSOR CERTIFIES THE TOTAL ACTUAL VALUATION FOR THE TAXABLE YEAR 2019 IN DOUGLAS COUNTY, COLORADO ON AUGUST 25, 2019

1. CURRENT YEAR'S TOTAL ACTUAL VALUE OF ALL REAL PROPERTY: @		\$1,025,643,470
ADDITIONS TO TAXABLE REAL PROPERTY:		
2. CONSTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS: †		\$994,907
3. ANNEXATIONS/INCLUSIONS:		\$0
4. INCREASED MINING PRODUCTION: ‡		\$0
5. PREVIOUSLY EXEMPT PROPERTY:		\$0
6. OIL OR GAS PRODUCTION FROM A NEW WELL:		\$0
7. TAXABLE REAL PROPERTY OMITTED FROM THE PREVIOUS YEAR'S TAX WARRANT:		\$0
(If land and/or a structure is picked up as omitted property for multiple years, only the most current year's actual value can be reported as omitted property.)		
DELETIONS FROM TAXABLE REAL PROPERTY:		
8. DESTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS:		\$0
9. DISCONNECTIONS/EXCLUSION:		\$0
10. PREVIOUSLY TAXABLE PROPERTY:		\$0

@ This includes the actual value of all taxable real property plus the actual value of religious, private schools, and charitable real property

† Construction is defined as newly constructed taxable real property structures

‡ Includes production from new mines and increases in production of existing producing mines

IN ACCORDANCE WITH 39-5-128(1), C.R.S. AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES TO SCHOOL DISTRICTS: 1. TOTAL ACTUAL VALUE OF ALL TAXABLE PROPERTY: _____

\$0

NOTE: All levies must be Certified to the Board of County Commissioners NO LATER THAN DECEMBER 15, 2019

Data Date: 8/23/2019



METCO LANDSCAPE, INC.

ROXBOROUGH VILLAGE METRO DISTRICT
LANDSCAPE MAINTENANCE PROPOSAL

2020 SERVICES

SERVICE	2020 SERVICES	
	1/1/20	12/31/20
SERVICE	FREQUENCY	TERM
MOW, TRIM, BLOW - IRRIGATED TURF AREAS	28	APRIL - OCTOBER
EDGING - IRRIGATED TURF AREAS (MONTHLY)	7	APRIL - OCTOBER
LITTER PICK UP - LANDSCAPED AREAS (SUMMER)	28	APRIL - OCTOBER
LITTER PICK UP - LANDSCAPED AREAS (WINTER)	24	OCTOBER - APRIL
MANUAL WEED CONTROL - LANDSCAPED BEDS	28	APRIL - OCTOBER
CHEMICAL WEED CONTROL - LANDSCAPED BEDS, SIDEWALKS AND CURB/GUTTER	7	APRIL - OCTOBER
TREE WELL MAINTENANCE (CHEMICAL APPLICATION)	2	APRIL - OCTOBER
SPRING CLEAN UP - LANDSCAPED AREAS (INCLUDES CUTTING BACK PERENNIAL GRASSES)	1	APRIL
IRRIGATION ACTIVATION	1	APRIL
IRRIGATION SYSTEM CHECKS	28	APRIL - OCTOBER
PRE-EMERGENT APPLICATION - MULCH AND ROCK BEDS, IRRIGATED TURF AREAS AS NEEDED	1	APRIL
BROADLEAF WEED SPRAY - IRRIGATED TURF AREAS	3	APRIL/MAY, JULY & SEPT
FERTILIZATION - IRRIGATED TURF AREAS	3	APRIL/MAY, JULY & SEPT
SHRUB/TREE PRUNING (UNDER 10') - AESTHETIC	2	JUNE & SEPTEMBER
CORE AERATION - IRRIGATED TURF AREAS	2	APRIL/OCTOBER
FALL CLEAN UP - LANDSCAPED AREAS (INCLUDES CUTTING BACK PERENNIAL FLOWERS)	1	NOVEMBER
IRRIGATION WINTERIZATION	1	OCTOBER
SITE INSPECTIONS	12	JANUARY - DECEMBER
TOTAL CONTRACT PRICE:		\$165,564.00
2020 MONTHLY PAYMENT AMOUNT (JANUARY-DECEMBER):		\$13,797.00
TOTAL CONTRACT PRICE:		\$170,532.00
2021 MONTHLY PAYMENT AMOUNT (JANUARY-DECEMBER):		\$14,211.00
TOTAL CONTRACT PRICE:		\$179,052.00
2022 MONTHLY PAYMENT AMOUNT (JANUARY - DECEMBER):		\$14,921.00

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

**A RESOLUTION OF THE BOARD OF DIRECTORS OF ROXBOROUGH VILLAGE
METROPOLITAN DISTRICT, DOUGLAS COUNTY, COLORADO, RATIFYING AN
AGREEMENT WITH MILE HIGH KONA ICE
FOR CATERING SERVICES FOR SEPTEMBER 14, 2019 FALL FESTIVAL**

WHEREAS, on September 17, 2019 the Board of Directors of ROXBOROUGH VILLAGE METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"), received and approved the proposed Contract for Catering Services for September 14, 2019 Fall Festival from Mile High Kona Ice, a Colorado corporation, (the "Contractor"), as more specifically described in the Services Agreement attached hereto Exhibit A (the "Agreement"); and

The Contractor will provide (or has provided) such services in accordance with the terms of the Agreement; and

The Board of Directors of the District hereby determines that it is in the best interest of District residents and property owners to enter into the Agreement, effective September 13, 2019.

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

The Board hereby ratifies the Agreement with Mile High Kona Ice, included in the hereto attached **Exhibit A**.

RATIFIED this ____ day of _____, 2019 by a vote of ____ for and ____ against.

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

By: _____
Calvin Brown, President

ATTEST:

By: _____
Ronald Bendall, Secretary

EXHIBIT A

Services Agreement with Mile High Kona Ice

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement"), is made and entered into this ____ day of September, 2019, by and between **ROXBOROUGH VILLAGE METROPOLITAN DISTRICT**, a quasi- municipal corporation and political subdivision of the State of Colorado, whose address is c/o CliftonLarsonAllen LLP, 8390 E. Crescent Parkway, Suite 500, Greenwood Village, Colorado 80111-4814 (the "District"), and **MILE HIGH KONA ICE**, a Colorado corporation, whose address is 7540 Dawn Drive, Littleton, Colorado 80125 (the "Contractor").

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

CONTRACTOR INFORMATION:

Soc. Sec. or Tax I.D. #: _____
Telephone Number: _____
Fax Number: _____
Contact Person: Mark Ingle

IT IS HEREBY AGREED AS FOLLOWS:

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

CONTRACT PRICE. Subject to the provisions of the Terms and Conditions, District agrees to pay, and Contractor agrees to accept as full compensation for performing the Work, a sum not to exceed Five Hundred and 00/100 Dollars (\$500.00) (the "Contract Price"), and to be reduced in accordance with Contractor's actual sales as described in Section 4 of **Exhibit A**.

DISTRICT:

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

CONTRACTOR:

MILE HIGH KONA ICE, a Colorado corporation

By: _____
Calvin Brown, President

By: _____
Name: _____
Its: _____

TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. **INSURANCE.**

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

b. Required Coverage Amounts.

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

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

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

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

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

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

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

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

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

6. SAFETY.

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

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

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

7. CHANGE ORDER PROCEDURES.

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

these circumstances, the District is entitled to a five (5%) percent further cost reduction for profit on work not performed. The District will forego the five (5%) percent profit withholding if the Change Order suggestion originated with the Contractor and is viewed by the District as a cost-effective savings to the District.

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

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

8. DISPUTES.

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

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

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

10. TERM.

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

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

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

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

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

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

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

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

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

END OF TERMS AND CONDITIONS

EXHIBIT A
SCOPE OF WORK

CATERING CONTRACT - Roxborough Village Metropolitan District - 09/14/19

This Catering Contract is entered into between [Mile High Kona Ice] ("Caterer") and Roxborough Village Metropolitan District ("Client") (together, "Parties") and sets forth the agreement between the Parties relating to catering services to be provided by the Caterer for Client for the event identified in this Contract.

1. Event Details

Client is hiring Caterer to provide food and beverages, and related services, for the following event ("Event"):

Date: 14 September 2019

Truck set up time: 5:30 PM

Event start time (for guests): 6 PM ("Start Time")

Event end time (for guests): 9 PM ("End Time")

Location: Roxborough Community Park, 7673 N Rampart Range Rd., Littleton, CO 80125 ("Venue")

Estimated number of guests: 150-200

2. Menu to Be Served

The Parties have agreed to the menu attached to this Catering Agreement as Exhibit A. Caterer reserves the right to make small changes to the menu if key ingredients are unable to be sourced due to reasons beyond the control of the Parties.

3. Coordination with Venue

Caterer will need to have access to the Venue no later than 1 hour in advance of the Start Time for the Event, and .5 hours after the End Time for cleanup. Client will make all necessary arrangements, at Client's expense, to get this access arranged.

4. Payment Terms

In exchange for the services of Caterer as specified in this Catering Contract, a booking fee is waived in lieu of \$500 minimum requirement to guarantee services and availability for 3 hours' time. Guests will be self-pay, Caterer will tally all items sold. Client will pay any difference between the minimum requirement and tallied items at the end of the event.

5. Responsibilities for Related Costs

Client is solely responsible for all costs and/or deposits relating to the use of the Venue, and for obtaining any necessary permissions, authorizations, or other requirements of Caterer providing services at the Venue.

6. Insurance and Indemnification

Caterer has or will obtain, general liability insurance relating to Caterer's services at the Event. However, Client will indemnify and hold harmless Caterer for any damage, theft, or loss of Caterer's property occurring at the event caused by any of Client's guests.

7. Cancellation

If the Client needs to cancel the event, Client must provide written notice to Caterer along with any required cancellation fee described in this Catering Contract, to effect cancellation. Client understands that upon entering into this Contract, Caterer is committing time and resources to this Event and thus cancellation would result in lost income and lost business opportunities in an amount hard to precisely calculate. Therefore, the following cancellation limitations will apply.

If Client requests cancellation 31-44 days before the Event, Caterer shall be entitled to 50 percent of the Minimum Requirement. After 30 days in advance of the Event, Caterer shall be entitled to 100 percent of the Minimum Requirement. Any balance will be payable upon the notice of cancellation.

8. Legal Compliance

Caterer will work in compliance with all applicable local health department rules and regulations relating to food preparation and food service.

9. Assignment

This Contract cannot be assigned by either Party without the other's written consent, with the exception set forth in paragraph 10, below.

10. Limitation of Remedies

If Caterer cannot fulfill its obligations under this Contract for reasons outside of its control, Caterer may locate and retain a replacement catering company at no additional cost to Client, or refund Client's money in full. Caterer will not be responsible for any additional damages or compensation under these circumstances.

11. Resolution of Disputes

The Parties agree to not post any negative information about the other arising out of this Contract or Event on any online forum or website without providing advance written notice of the intended content thereof, and providing the other party with an opportunity to resolve any issues between the parties amicably.

12. Jurisdiction and Venue

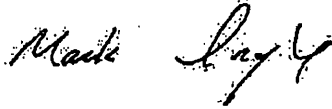
This Contract will be interpreted according to the laws of the State of Colorado and any legal action must be filed in the County of Arapahoe in the State of Colorado.

13. Entire Agreement

This document, along with its exhibits and attachments, constitutes the entire agreement between the Parties.

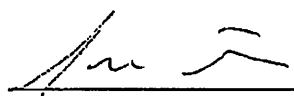
[Mile High Kona Ice], LLC and Roxborough Village Metropolitan District

Approved by:
[Mile High Kona
Ice], Owner Date:
7/11/19



Approved by:
Name: Calvin Brown c/o Roxborough Village Metropolitan District
Date: 09/10/19

Signature: _____



Payment Information (for final payment at END of Event):

Name on Credit Card: _____

Credit Card Number: _____

Expiration Date: _____ CW Code: _____

Billing Zip Code: _____

Amount Charged: \$ TBD

)

**A RESOLUTION OF THE BOARD OF DIRECTORS OF ROXBOROUGH VILLAGE
METROPOLITAN DISTRICT, DOUGLAS COUNTY, COLORADO, RATIFYING AN
AGREEMENT WITH JUST A BUCK TRUCK, LLC
FOR CATERING SERVICES FOR SEPTEMBER 14, 2019 FALL FESTIVAL**

WHEREAS, on September 17, 2019 the Board of Directors of ROXBOROUGH VILLAGE METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"), received and approved the proposed Contract for Catering Services for September 14, 2019 Fall Festival from Just A Buck Truck, LLC, a Colorado corporation, (the "Contractor"), as more specifically described in the Services Agreement attached hereto as Exhibit A (the "Agreement"); and

The Contractor will provide (or has provided) such services in accordance with the terms of the Agreement; and

The Board of Directors of the District hereby determines that it is in the best interest of District residents and property owners to enter into the Agreement, effective September 13, 2019.

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

The Board hereby ratifies the agreement with Just A Buck Truck, LLC, included in the hereto attached **Exhibit A**.

RATIFIED this ____ day of _____, 2019 by a vote of ____ for and ____ against.

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

By: _____
Calvin Brown, President

ATTEST:

By: _____
Ronald Bendall, Secretary

EXHIBIT A

Services Agreement with Just A Buck Truck, LLC

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement"), is made and entered into this ___ day of August, 2019, by and between **ROXBOROUGH VILLAGE METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is c/o CliftonLarsonAllen LLP, 8390 E. Crescent Parkway, Suite 500, Greenwood Village, Colorado 80111-4814 (the "District"), and **JUST A BUCK TRUCK, LLC**, a Colorado corporation, whose address is 1841 S. Nome Court, Aurora, Colorado 80012 (the "Contractor").

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

CONTRACTOR INFORMATION:

Soc. Sec. or Tax I.D. #: 02-5178788
Telephone Number: 720-248-7508
Fax Number:
Contact Person: Joshua Gomez

IT IS HEREBY AGREED AS FOLLOWS:

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

Exhibit A is hereby amended to remove Section 6. If any of the provisions of Exhibit A are found to conflict with the Terms and Conditions contained herein, the Terms and Conditions will control.

CONTRACT PRICE. Subject to the provisions of the Terms and Conditions, District agrees to pay, and Contractor agrees to accept as full compensation for performing the Work, a sum not to exceed Seven Hundred and 50/100 Dollars (\$750.00) (the "Contract Price"), and to be reduced in accordance with Contractor's actual sales as described in Section 4 of Exhibit A.

DISTRICT:

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

By: Calvin Brown
Calvin Brown, President

CONTRACTOR:

JUST A BUCK TRUCK, LLC
a Colorado corporation

By: Joshua Gomez
Name: JOSH GOMEZ
Its: _____

TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. **INSURANCE.**

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

b. Required Coverage Amounts.

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

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

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

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

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

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

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

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

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

6. **SAFETY.**

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

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

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

7. **CHANGE ORDER PROCEDURES.**

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

reduce the Contract Price to the District. If the Contractor and District cannot agree upon a price for changes in the Work, the District may direct the Contractor to provide a detailed breakdown of the savings to the Contractor. Under these circumstances, the District is entitled to a five (5%) percent further cost reduction for profit on work not performed. The District will forego the five (5%) percent profit withholding if the Change Order suggestion originated with the Contractor and is viewed by the District as a cost-effective savings to the District.

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

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

8. DISPUTES.

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

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

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

10. TERM.

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

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

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

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

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

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

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

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

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

END OF TERMS AND CONDITIONS

EXHIBIT A
SCOPE OF WORK

CATERING CONTRACT - Roxborough Village Metropolitan District - 09/14/19

This Catering Contract is entered into between Just A Buck Truck ("Caterer") and Roxborough Village Metropolitan District ("Client") (together, "Parties") and sets forth the agreement between the Parties relating to catering services to be provided by the Caterer for Client for the event identified in this Contract.

1. Event Details

Client is hiring Caterer to provide food and beverages, and related services, for the following event ("Event"):

Date: 14 September 2019

Truck set up time: 5:30 PM

Event start time (for guests): 6 PM ("Start Time")

Event end time (for guests): 9 PM ("End Time")

Location: Roxborough Community Park, 7673 N Rampart Range Rd., Littleton, CO 80125 ("Venue")

Estimated number of guests: 150-200

2. Menu to Be Served

The Parties have agreed to the menu attached to this Catering Agreement as Exhibit A. Caterer reserves the right to make small changes to the menu if key ingredients are unable to be sourced due to reasons beyond the control of the Parties.

3. Coordination with Venue

Caterer will need to have access to the Venue no later than 1 hour in advance of the Start Time for the Event, and .5 hours after the End Time for cleanup. Client will make all necessary arrangements, at Client's expense, to get this access arranged.

4. Payment Terms

In exchange for the services of Caterer as specified in this Catering Contract, a booking fee is waived in lieu of \$500 minimum requirement to guarantee services and availability for 3 hours' time. Guests will be self-pay, Caterer will tally all items sold. Client will pay any difference between the minimum requirement and tallied items at the end of the event.

5. Responsibilities for Related Costs

Client is solely responsible for all costs and/or deposits relating to the use of the Venue, and for obtaining any necessary permissions, authorizations, or other requirements of Caterer providing services at the Venue.

6. Insurance and Indemnification

Caterer has or will obtain, general liability insurance relating to Caterer's services at the Event. However, Client will indemnify and hold harmless Caterer for any damage, theft, or loss of Caterer's property occurring at the event caused by any of Client's guests.

7. Cancellation

If the Client needs to cancel the event, Client must provide written notice to Caterer along with any required cancellation fee described in this Catering Contract, to effect cancellation. Client understands that upon entering into this Contract, Caterer is committing time and resources to this Event and thus cancellation would result in lost income and lost business opportunities in an amount hard to precisely calculate. Therefore, the following cancellation limitations will apply.

If Client requests cancellation 31-44 days before the Event, Caterer shall be entitled to 50 percent of the Minimum Requirement. After 30 days in advance of the Event, Caterer shall be entitled to 100 percent of the Minimum Requirement. Any balance will be payable upon the notice of cancellation.

8. Legal Compliance

Caterer will work in compliance with all applicable local health department rules and regulations relating to food preparation and food service.

9. Assignment

This Contract cannot be assigned by either Party without the other's written consent, with the exception set forth in paragraph 10, below.

10. Limitation of Remedies

If Caterer cannot fulfill its obligations under this Contract for reasons outside of its control, Caterer may locate and retain a replacement catering company at no additional cost to Client, or refund Client's money in full. Caterer will not be responsible for any additional damages or compensation under these circumstances.

11. Resolution of Disputes

The Parties agree to not post any negative information about the other arising out of this Contract or Event on any online forum or website without providing advance written notice of the intended content thereof, and providing the other party with an opportunity to resolve any issues between the parties amicably.

12. Jurisdiction and Venue

This Contract will be interpreted according to the laws of the State of Colorado and any legal action must be filed in the County of Arapahoe in the State of Colorado.

13. Entire Agreement

This document, along with its exhibits and attachments, constitutes the entire agreement between the Parties.

Just A Buck Truck, LLC and Roxborough Village Metropolitan District

Approved by:

Joshua Gomez, Owner

Date: 7/11/19

Approved by:

Name: Calvin Brown c/o Roxborough Village Metropolitan District

Date: _____

Signature: _____

Payment Information (for final payment at END of Event):

Name on Credit Card: _____

Credit Card Number: _____

Expiration Date: _____ CVV Code: _____

Billing Zip Code: _____

Amount Charged: \$ TBD

Just A Buck Truck

Just A Buck

Breakfast Burrito
Egg, Cheese, Potato & Sausage or Ham or Bacon
Sausage on a Stick w/Syrup
French Toast Bites w/Syrup
Cheeseburger
Hot Dog
Corn Dog
Grilled Cheese
Green Chile Beef & Bean Burrito
BBQ Chicken Quesadilla
Seasoned Fries
Potato Tornado
Chicken Nuggets (5 Nugs)

Buck Boxes

#1 Double Cheeseburger
Fries, Drink & Homemade Cookie 6 Bucks
#2 Chile Cheese Dog
Fries, Drink & Candy Bar 6 Bucks
#3 Wings (4) Hot or BBQ
Fries, Drink & Homemade Cookie 7 Bucks
#4 Qtr Lb Cheeseburger w/Sauteed Onions
Fries, CinnaBuck Bites & Drink 8 Bucks
#5 Lg Breakfast Burrito
CinnaBuck Bites & Drink 6 Bucks
#6 2 Double Cheeseburgers, Fries 7 Bucks
#7 Half Lb Cheeseburger w/Sauteed Onions
Fries, CinnaBuck Bites & Drink 10 Bucks

A Few Bucks More

Breakfast Tornado
w/Gravy Egg & Cheese 3 Bucks
Breakfast Sandwich
Hash Browns, Peppers, Onions, Cheese & Egg 3 Bucks
Chili Cheese Fries
Green OR Red OR Christmas (Both) 2 Bucks
Double Cheeseburger 2 Bucks
Chile Cheese Dog w/Onions 2 Bucks
Green Chile Chicken Tacos (3) 3 Bucks
Lg Green Chile Beef & Bean Burrito 4 Bucks
Deep Fried Smothered Burrito 6 Bucks
Nachos w/Cheese 2 Bucks
Jalapenos 1/2 Buck Xtra Jalapenos 1 Buck
Big Ass Box O' Fries 5 Bucks
Loaded: Chile, Nacho or Sausage Gravy 8 Bucks
Bacon Chicken Ranch Wrap 4 Bucks
w/ fries & drink 6 Bucks

Keto

Keto Double Burger in Cheese Crisps 5 Bucks
Keto Chicken Tacos (3) in Cheese Shells 8 Bucks
Keto Pork & Pepper Boat 8 Bucks

Drinks & Sweets

Coke, Pepsi, Diet & Cherry
Dr Pepper, Sprite, Mtn Dew & Orange
Water, Sweet Tea
Homemade Cookies
Chocolate Chip & Snickerdoodles
Candy Bars - Ask About Current Selection

A RESOLUTION OF THE BOARD OF DIRECTORS OF ROXBOROUGH VILLAGE METROPOLITAN DISTRICT, DOUGLAS COUNTY, COLORADO, RATIFYING AN AGREEMENT WITH RACHEL NANCY PHOTOGRAPHY, LLC FOR PHOTOGRAPHY SERVICES FOR SEPTEMBER 14, 2019 FALL FESTIVAL

WHEREAS, on September 17, 2019 the Board of Directors of ROXBOROUGH VILLAGE METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"), received and approved the proposed Contract for Photography Services from Rachel Nancy Photography, LLC, a Colorado corporation, (the "Contractor"), as more specifically described in the Services Agreement attached hereto as Exhibit A (the "Agreement"); and

The Contractor will provide (or has provided) such services in accordance with the terms of the Agreement; and

The Board of Directors of the District hereby determines that it is in the best interest of District residents and property owners to enter into the Agreement, effective September 13, 2019.

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

The Board hereby ratifies the Agreement with Rachel Nancy Photography, LLC, included in the hereto attached **Exhibit A**.

RATIFIED this ____ day of _____, 2019 by a vote of ____ for and ____ against.

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

By: _____
Calvin Brown, President

ATTEST:

By: _____
Ronald Bendall, Secretary

EXHIBIT A

Services Agreement with Rachel Nancy Photography, LLC

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement"), is made and entered into this ___ day of September, 2019, by and between **ROXBOROUGH VILLAGE METROPOLITAN DISTRICT**, a quasi- municipal corporation and political subdivision of the State of Colorado, whose address is c/o CliftonLarsonAllen LLP, 8390 E. Crescent Parkway, Suite 500, Greenwood Village, Colorado 80111-4814 (the "District"), and **RACHEL NANCY PHOTOGRAPHY, LLC**, a Colorado corporation, whose address is 5506 S. Quemoy Circle, Aurora, Colorado 80015 (the "Contractor").

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

CONTRACTOR INFORMATION:

Soc. Sec. or Tax I.D. #: _____
Telephone Number: _____
Fax Number: _____
Contact Person: Rachel Heap

IT IS HEREBY AGREED AS FOLLOWS:

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

CONTRACT PRICE. Subject to the provisions of the Terms and Conditions, District agrees to pay, and Contractor agrees to accept as full compensation for performing the Work, a sum not to exceed One Thousand and 00/100 Dollars (\$1,000.00) (the "Contract Price").

DISTRICT:

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

CONTRACTOR:

RACHEL NANCY PHOTOGRAPHY, LLC, a Colorado corporation

By: _____
Calvin Brown, President

By: _____
Name: _____
Its: _____

TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. **INSURANCE.**

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

b. Required Coverage Amounts.

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

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

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

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

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

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

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

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

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

6. SAFETY.

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

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

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

7. CHANGE ORDER PROCEDURES.

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

reduce the Contract Price to the District. If the Contractor and District cannot agree upon a price for changes in the Work, the District may direct the Contractor to provide a detailed breakdown of the savings to the Contractor. Under these circumstances, the District is entitled to a five (5%) percent further cost reduction for profit on work not performed. The District will forego the five (5%) percent profit withholding if the Change Order suggestion originated with the Contractor and is viewed by the District as a cost-effective savings to the District.

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

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

8. DISPUTES.

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

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

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

10. TERM.

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

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

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

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

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

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

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

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

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

END OF TERMS AND CONDITIONS

EXHIBIT A
SCOPE OF WORK

HEAP CONTRACT

I. PAYMENT: The package fee includes the photographer's time and talent as well as an online gallery & edited images. Upon booking your session, a \$250 (25% of the package price) non-refundable deposit is due in the form of Credit Card. The remaining balance of the package fee will be due before edited images are delivered. Images will not be available for download until final payment is complete. Due to the nature of digital products/images, the entire Session Fee Retainer is NON-REFUNDABLE.

II. CANCELLATION: In the case of cancellation, we will gladly reschedule your session if notice of 48 hours is given. If no reasonable notice is given, or you do not show up for your session, you forfeit your entire session retainer. In the unlikely event that the Photographer is injured or becomes too ill, or has an extreme emergency that prevents her from photographing the session, Rachel Nancy Photography LLC will make every effort to reschedule or provide another professional. If you are more than 20 minutes late, the photographer reserves the right to cancel the session or charge a \$100 late fee. Rachel Nancy Photography LLC will not be liable for costs in excess of the amount the client has paid. This limitation of liability will also apply in the event that negatives or digital images are lost through camera malfunction, stolen, damaged in processing, lost in the mail or otherwise damaged or lost without fault of Rachel Nancy Photography LLC.

III. VIEWING THE IMAGES: Images will be available for viewing approximately 1-2 weeks following your session date. A link to the online gallery will be sent via email.

IV. DIGITAL FILES: All purchased digital images include a print release to print the images at any lab of your choosing, however, Rachel Nancy Photography LLC cannot guarantee the print quality of the lab you choose. If printed at a consumer lab, photos may not print as originally intended/showcased by the photographer. Images may not be edited or altered in anyway.

V. COPYRIGHT: The copyright of all images taken at your session are shared between Rachel Nancy Photography and Roxborough Village Metropolitan District "The Buyer". All images are protected by Federal Copyright Law. The Buyer may use any purchased photos for personal or commercial use which includes, but is not limited to, using on websites/blogs, advertising, promotions, printing, and displays. The Buyer may not sell the images from the session or claim them as their own without the written permission from Rachel Nancy Photography. Images may not be edited or altered in anyway. The Buyer acknowledges that the photographs are not accompanied by a model release/property release and accepts all responsibility for violation of

privacy or publicity or defamation and infringement of copyright or trademarks associated with the use of the photographs.

VI. NEGATIVES: Digital images will be kept on file for one year following the date of your session. All images may be deleted after one year of the session date. Rachel Nancy Photography is not liable for any lost or damaged images.

VII. LIABILITY: Rachel Nancy Photography LLC is not responsible for any injuries inflicted upon any participating parties. Client(s) will be responsible for their children, for themselves and their personal property and release the photographer from any claims against their person or their business.

VIII. AGREEMENT: I have read and understand all of the information in this agreement. I agree to the terms of the agreement and this acknowledgement serves as my electronic signature.

Name: Kathy Suazo

Email Address: kathy.suazo@claconnect.com

Subject: Roxborough Village Metropolitan District - Fall Festival

Phone: (303) 793-1403

Session Date: 9/14/2019

Time of Session: 6:00 p.m. to 9:00 p.m.

Fee: Fall Festival Premium Package, Event Photography, \$1,000.


Contract: September 3, 2019

Electronic Signature: Kathy Suazo

(Sent via Rachel Nancy Photography)



Ed Yeats
8049 Eagleview Dr.
Roxborough, CO 80125
A resident for almost 25 years



I respectfully request that this exact verblage to be in the minutes (and not an attachment to the minutes) so that residents can read it and be familiar with a beautification project that our Roxborough Village community has been continually working on around 2005. I have supplied enough working copies for the BOD and management company. It is important that the resident see these facts.

Around 2005 and now more than ever in the Roxborough Park and Roxborough Village, our ONE community, started revolving its efforts around our kids and their education. Because of the lack of funds with the DCSD for Roxborough kids to get what they needed, the RVMD and the whole community responded to the need for the school to raise funds to supplement our kid's education. We all were in agreement that we needed to take this very positive action for our kids in our specific community.

With all of the excitement to help the kids, the RVMD BOD wanted to continue to beautify our community at the same time. The problem was that at the corner of Village Circle West and Rampart Range Road, the community continually viewed all sorts of school signs and other organization's signs on that corner and those signs started littering up our entire Village community and blowing off down Rampart Range Road. The RVMD also had a commitment to the residents of the Village to beautify our community.

I have been the only Community Member for the School Accountability since 2003. The School was very happy that the RVMD solved and paid for the solution to our problem of not having a beautiful community because of all of the signs all over the community. The schools did not have any extra money to do anything at that time.

So, I was the liaison between the residents, the Schools and the RVMD. We all worked very hard to get trashy signs off of the corner at VCW and Rampart Range Road by having the two posts put in for the school and community to use.

Steve and I think Deb were BOD members in 2005. We all worked out the regulatory details. We all wanted to make sure that that NEW location was not taken advantage of, and, the RVMD choose me to scour the community on a daily basis for signs that should not be up.

If a sign was for a past garage sell, I would take the sign. That is what the RVMD BOD asked me to do. When signs went up on traffic light poles, I would make sure the sign and all of the tape to hole the sign on was removed from the pole as well. The reason for asking me to do it was to keep the RVMD out of it and to provide the maximum amount of beautification for our community.

The RVMD BOD gave me direction to:

- Be the keeper of the poles.
- Regulate the amount of time a specific banner could stay on a pole
- Have me be the organizer of when an organization can use the poles so that there are not overlapping times for banners to be up.
- I was also asked to scour the community on a regular basis to assure our community was not littered by signs.

I am pleased to say that the system has worked really well. Today, the entire community knows to call Ed Yeats if they want to put their organizations banner at the correct location. The beautification of our community since the RVMD enacted that program with me, Ed Yeats, has been very successful.

Now, I want to address the RVMD Fall Festival. What I observed was:

- The RVMD broke every rule that the residents that the RVMD agreed upon in the 2005 by putting up:
 - The installation of a new set of poles along the road between the shopping center and the official set of poles we use in the community.
 - The installation of a set of poles across from the Shell station in the middle of the medium
 - The setting out of an in extreme amount of signs along on our streets, along our paths and scatted out through our community.
- Community feedback:
 - I have received a lot of feedback that the littering of the signs announcing the RVMD Fall Festival was overkill. The residents thought you were littering. Remember, I hear it directly from the residents a lot and mostly every day.
- I observed the RVMD breaking every rule is set forth in 2005 in the beautification of our community. Everything the residents and the RVMD agreed upon 15 years ago.

With the actions of the RVMD upon our community, I am respectfully requesting answers to the following questions. I do not expect an answer from you now. I want this BOD to work together on this set of questions and discuss why this happened and how it will not happen again to a community in the way it happened with the Fall Festival.

MAIN QUESTIONS:

1. In 2005, then Board members Deb Prisby and Steve Sherman were on that board. This was the year we talked about beautification in the Village. The same two Board members, Deb Prysby and Steve Sherman, are on the Current Board for 2019. QUESTION - Why did current board members Deb Prysby and Steve Sherman NOT REFRESH the other BOD Members of the agreement between the residents and the RVMD.
2. From 2005 to date, the RVMD has used the same management company. A management company's obligation is to keep BOD members up to speed of past agreements the BOD has with the Schools and the Community. This management company should have made the BOD aware that the usage of these signs scattered all over our community and the installation of the two new sets of polls were not in accordance with an agreement with the residents of the Village and the RVMD BOD. QUESTION - Why did the current management company NOT inform the RVMD BOD that what the RVMD was doing was against an agreement between the residents and the RVMD.
3. From 2005 to date, the RVMD marketing never interfered with the beautification of our community. The actions of the RVMD with the Fall Festival are directly against an agreement the RVMD had with its residents in an agreement to beautify our community. Knowing that no other entity other than the RVMD could break the rules and that any other entity could put that many signs down without having them removed, please answer the following question. QUESTION - With the Fall Festival, why did the RVMD intentionally go against an agreement it had with the residents in 2005?

Beautification has always been one of the number one things residents wanted to do in the Village.

On another subject, I have attended multiple RVMD BOD meetings and conversations with the residents that the fences along VCE and VCW were the first thing that was going to be replaced in our community when the bonds were paid off.

QUESTION: Why has the RVMD not prioritizing the replacement of fences along VCE and VCW.

As a resident of Roxborough for just short of a quarter of a century, I have a vested interest that our community is beautified. Beautification will raise values in the Village more than anything the RVMD can spend money on.

Respectfully – Ed Yeats!