

# ROXBOROUGH VILLAGE METROPOLITAN DISTRICT

141 Union Boulevard, Suite 150  
Lakewood, Colorado 80228-1898  
Tel: 303-987-0835 • 800-741-3254

<https://www.roxboroughmetrodistrict.org/>

## NOTICE OF MEETING AND AGENDA

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expires:</u>
Mat Hart	President	2025/May 2025
Ephram Glass	Vice President	2023/May 2023
Calvin Brown	Treasurer	2023/May 2023
Travis Jensen	Secretary	2025/May 2025
Mark Rubic		2025/May 2025

DATE: April 18, 2023  
TIME: 6:00 p.m.  
LOCATION: Roxborough Intermediate School  
Ridge Room  
7370 Village Cir E  
Littleton, CO 80125

And via Zoom Meeting

<https://us02web.zoom.us/j/86267550643?pwd=V3RnRGRtWkRyUIZZc1VMWTJFZjFHdz09>

Meeting ID: 862 6755 0643

Passcode: 987572

Call in Number: 1 (719) 359-4580

*\* Agenda is preliminary and subject to change by majority vote of the Board at the meeting.*

*\* Individuals requiring special accommodation to attend and/or participate in the meeting please advise the District Manager (pripko@sdmsi.com or 303-987-0835) of their specific need(s) before the meeting.*

### I. ADMINISTRATIVE MATTERS (5 minutes)

A. Disclosure of Potential Conflicts of Interest.

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B. Additions/Deletions/Approval of Agenda.

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### II. PUBLIC COMMENTS/HOMEOWNER REQUESTS (15 minutes)\*

A. 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. Questions may be asked of the Board but will not be answered at this time. Please refer to the Meeting Code of Conduct for additional guidelines:

<https://www.roxboroughmetrodistrict.org/2022-meetings>

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III. CONSENT AGENDA – (5 minutes)\*

These items are considered to be routine and will be approved and/or ratified by one motion. There will be no separate discussion of these items unless a Board Member so requests, in which event, the item will be removed from the Consent Agenda and considered on the Regular Agenda.

- Minutes of the following meetings (to be distributed):
    - a. February 21, 2023
    - b. March 21, 2023
    - c. March 29, 2023
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IV. FINANCIAL MATTERS- (10 minutes)\*

- A. Review and ratify approval of the payment of claims for the periods ending as follows (enclosure):

Note: The claims listed represent only the payments approved and released during the indicated month.

Fund	Period Ending March 31, 2023
Total Claims	\$ 94,756.79

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- B. Review and accept unaudited financial report for the period ending March 28, 2023 (enclosure).
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V. OPERATION AND MAINTENANCE MATTERS (15 minutes)\*

- A. Landscaping Updates- CDI Landscape, LLC

1. Update regarding spring preparation. (3 minutes)
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2. Discuss whether the District should pay to shelter CDI's electric UTV and/or provide free electricity for it. (2 minutes)
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- B. Update regarding grants from Douglas County and GoCo to support a playground and/or other improvements in the District. (10 minutes)
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C. General Updates regarding ongoing projects:

1. Chatfield Farms planter facade replacement. (1 minute)
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2. Electrical fixes on Rampart median. (1 minute)
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3. Playground repairs (to be distributed) (4 minutes)\*
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4. RWSD reclamation of construction staging area. (1 minute)
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5. Graffiti Removal Proposals (enclosure) (3 minutes)\*
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D. Review and approve proposals for tree care (enclosures) (5 minutes)\*

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E. District management updates.

1. Updated action item list (enclosure). (5 minutes)
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2. SDMS Monthly Report (enclosure). (5 minutes)
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3. Monthly Invoice from Foothills Park & Recreation re: March 2023 Roxborough Village Resident Use (enclosure). (3 minutes)
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VI. ENGINEERING MATTERS

- A. Consider proposed District Engineer Services Contract (enclosure) (3 minutes)\*
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- B. Other
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VII. LEGAL MATTERS

- A. Meeting Code of Conduct review and approval (enclosure). (3 minutes)
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- B. Consider proposed updated Contract for mosquito treatment (to be distributed). (3 minutes)\*

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- C. Consider approval of 2<sup>nd</sup> Amendment to CDI Contract to remove native grass field mowing area (enclosure). (1 minute)\*

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- D. Consider approval of 3<sup>rd</sup> Amendment to CDI Contract to add locate services (enclosure). (3 minutes)\*

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- E. Consider approval of 1<sup>st</sup> Amendment to SDMS Contract to remove locate services (enclosure). (1 minute)\*

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- F. Other

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VIII. DIRECTOR MATTERS

- A. Discuss Flock cameras and installing cameras in problem spots (enclosure). (1 minute)

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- B. Discuss getting people to do various small jobs (fence repair, paint, etc.). (3 minutes)\*

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- C. Discuss proposed revisions to softball field reservation forms (enclosure). (5 minutes)\*

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- D. Discuss proposed update to the Rules & Regs regarding Vehicles 1.17 (enclosure). (10 minutes)

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- E. Discuss proposed Public Meeting Notice, Agenda, Meeting Packet and Director, Consultant, or Vendor Expectations (enclosure). (10 minutes)

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- F. Discuss having volunteers put up dog station trash can replacements. CDI quoted \$559 for each trash can replacement, but they are available online for \$170. (6 minutes)
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- G. Discussion regarding removal of easement for 16B HOA monument (enclosure). (10 minutes)\*
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- H. Discussion regarding softball field outfield grass improvements to include, what is to be done, timing, cost, etc. (2 minutes)
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- I. Authorize purchase of pots, soil, watering, and planting equipment for greenhouse operations in an amount not to exceed \$4,000. (1 minute)
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- J. Other (5 minutes)
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IX. OTHER MATTERS

- A. Review action items and add to spreadsheet. (5 minutes)
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- X. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR WEDNESDAY, MAY 17, 2023**

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### MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE ROXBOROUGH VILLAGE METROPOLITAN DISTRICT HELD MARCH 21, 2023

A Regular Meeting of the Board of Directors (referred to hereafter as the “Board”) of Roxborough Village Metropolitan District (the “District”) was convened on Tuesday, the 21st day of March, 2023 at 6:00 p.m. at Roxborough Intermediate School, Ridge Room, 7370 Village Cir E, Littleton, CO 80125 and via Zoom. The meeting was open to the public.

#### ATTENDANCE

#### Directors In Attendance Were:

Mathew Hart  
Ephram Glass  
Calvin Brown  
Travis Jensen  
Mark Rubic

#### Also In Attendance Were:

Larry Loften and Peggy Ripko; Special District Management Services, Inc. (“SDMS”)

Kelley Duke, Esq.; Ireland Stapleton Pryor & Pascoe, P.C.

Brenna Karamigios; Gemsbok Consulting Inc. (“Gemsbok”)

Cory France and Dale Draper; Consolidated Divisions, Inc. d/b/a CDI Environmental Contractor (“CDI”)

Lee Johnson, Esq.; Carlson, Hammond, and Paddock, L.L.C.

Debra Prysby and Susan Gale Cramer; Residents

#### CALL TO ORDER

At 6:02 p.m. the meeting was called to order.

#### DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

Disclosure of Potential Conflicts of Interest: The Board discussed the requirements pursuant to the Colorado Revised Statutes to disclose any potential conflicts of interest or potential breaches of fiduciary duty to the Board of Directors and to the Secretary of State. Mr. Loften noted that a quorum was present and requested that members of the Board disclose any potential conflicts of interest with

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regard to any matters scheduled for discussion at this meeting, and incorporated for the record those applicable disclosures made by the Board members prior to this meeting in accordance with the statute. It was noted that there are no Directors' Disclosure Statements to be filed.

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### ADMINISTRATIVE MATTERS

**Agenda:** Mr. Loften reviewed with the Board the proposed Agenda for this Regular Meeting. Director Rubic noted that there was no item on the agenda for general comments from the public.

Following discussion, upon motion duly made by Director Glass, seconded by Director Brown, and, upon vote, unanimously carried, the Board approved the agenda, as amended to add Public Comments.

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### GUEST SPEEKER

**Presentation by Attorney Johnson, Water Attorney for the District, Regarding Renewal of the District's Water Rights:** Attorney Johnson introduced himself and reviewed the water rights process with the Board. He responded to questions from the Board and discussed what would be required to make additional water rights in the District permanent and absolute, including improvements in the system and an accounting of water use can improve options for obtaining absolute rights. Attorney Johnson further discussed existing plumbing within the current system and how the system is connected. The Board noted Reservoir 2 was never completed and the difficulty in completing this project in the planned location. Based on the information discussed, Attorney Johnson recommended that the Board focus on a due diligence filing for the May 2023 deadline as opposed to pursuing additional absolute rights which would include providing detailed information about the work and costs associated with the system since the previous filing. Following discussion, the Board determined an additional meeting would be beneficial and appointed Director Glass and Resident Prysby to meet with Attorney Johnson to provide additional information and for further discussion. It was noted Attorney Duke will work to coordinate a meeting time.

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### PUBLIC COMMENTS / HOMEOWNER REQUESTS

**Shrub Removal Request to Address Vole Infestation:** The Board entered into discussion regarding a request from a homeowner to remove shrubs on District property that were contributing to damage from Voles. Following discussion, the Board determined not to remove the shrubs and directed SDMS to reach out to the homeowner with recommendations to add an underground mesh barrier along the fence line. The Board also asked SDMS to communicate with the homeowner that they could pay to have the shrubs trimmed, but not removed.

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**Public Comment:** Ms. Kramer addressed the Board and requested additional information and updates from the Board regarding playgrounds and parks. Ms. Kramer indicated that many residents have questions and would appreciate additional information about what is being worked on, what is not in the budget, and an update on the timeframe.

The Board responded that parks and playgrounds are on the list of projects to be completed by the District and that Airplane Park should be addressed soon. The Board discussed the challenges presented during the pandemic and in finding contractors to complete the repairs. The Board noted that the District was exploring options with Great Outdoors Colorado (“GOCO”) and others to provide additional funding for improvements. Director Rubic clarified that, while the Board is aware of the concern, there is currently not a concrete plan or timeline in place. Ms. Kramer again asked that the Board provide additional updates and information to the community.

Ms. Kramer suggested to the Board that the District consider having regular food trucks in the District to build a community and provide additional food options to residents. The Board indicated that they would explore this option, but could not make a decision at this time.

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**CONSENT AGENDA** The Board considered the following actions:

- Minutes of the following meetings:
  - a. February 16, 2023
- Monthly Invoice from Foothills Park & Recreation re: February 2023 Roxborough Village Resident Use
- Updated action item
- SDMS Monthly Report

The Board pulled the Foothills Parks and Recreation invoice from the consent agenda. The Board discussed the potential that non/former residents were using the program at the District’s expense. The Board directed SDMS to work with Foothills to explore options to address this concern, including yearly checks and/or deactivating cards for individuals identified as no longer living in the District. The Board also discussed the Monthly Management Report and requested that the format from this month continue.

Following discussion, upon motion duly made by Director Hart, seconded by Director Glass and, unanimously carried, the Board approved the removal of the

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Foothills invoice, the Action Item List and the Monthly Management Report from the Consent Agenda and the Board approved the Consent Agenda items, subject to the completion of the revisions of the Minutes.

### **FINANCIAL MATTERS**

**Claims:** The Board considered ratifying the approval of the payment of claims as follows:

Fund	Period Ending February 28, 2023
Total Claims	\$ 149,861.47

Ms. Karamigios reviewed the claims and addressed questions from the Board. It was noted Ms. Karamigios will review and get back to the Board regarding the status of United Site Services and the Port-a-Potties, the \$929.86 Metco Invoice, and clarification of the dates for the Ireland Stapleton invoices. Director Rubic asked that additional information be included in the Claims in order to verify figures.

Following discussion, upon motion duly made by Director Hart, seconded by Director Brown and, upon vote, carried with Directors Hart, Brown, Jensen and Glass voting aye and Director Rubic opposing, the Board ratified approval of the payment of claims, as presented.

**Unaudited Financial Report:** Ms. Karamigios reviewed the unaudited financial report for the period ending February 28, 2023.

The Board requested that Ms. Karamigios adjust the various charts and reports to include additional information. It was noted Director Glass will work with Ms. Karamigios on examples of charts and reports for future meetings.

Following discussion, upon motion duly made by Director Glass, seconded by Director Hart, and unanimously carried, the Board approved the unaudited financial report for the period ending February 28, 2023, as presented.

### **OPERATION AND MAINTENANCE MATTERS**

#### **Landscaping Updates- CDI Landscape, LLC:**

*Update Regarding Spring Preparation:* Mr. Draper provided an update on the spring preparation efforts, including cleaning Crystal Lake and general clean-up. The Board requested an update when CDI completes the removal of pine needles in order to verify the work is complete. Mr. Draper discussed with the Board the potential timeline for turning on the irrigation system and how this would determine the timeline for aeration, fertilization, the softball field, and other items. CDI will continue to monitor the weather and provide updates. The Board also requested

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that CDI continue to remove trash from the property and discussed working with Roxborough Water and Sanitation District (“RWSD”) to remove traffic cones and barrels that blow into the property. Director Rubic also requested that CDI and SDMS work on obtaining keys to the bollards in order to reduce potential damage from vehicles. At this point in time only the Fire Department has a key.

Replacement of Non-Potable Irrigation Box Covers: There was no update at this time.

Utility Locate Services: The Board discussed the engagement of CDI to provide utility locate services.

Following discussion, upon motion duly made by Director Glass, seconded by Director Jensen and, unanimously carried, the Board approved the engagement of CDI for utility locate services, subject to an agreement of the terms and an updated contract.

Electric Vehicle: The Board approved giving CDI another two months to purchase an electric UTV and to investigate where they could house it. Mr. Loften was directed to contact the Arrowhead Shores HOA to see if they would be ok expending the pump enclosure for that purpose.

**Grants from Douglas County and GOCO to Support a Playground and/or Other Improvements in the District:** The Board reviewed the funding process and options for GOCO grants for various projects within the District, including playgrounds and trails. The Board discussed the immediate needs of the community and how the grant process could further delay needed improvements. No action was taken by the Board.

### **Ongoing Projects:**

Chatfield Farms Planter Facade Replacement: The Board directed SDMS to provide a written update on the Chatfield Farms planter facade replacement. The Board deferred further discussion.

Electrical Fixes on Rampart Median: The Board directed SDMS to provide a written update on the electrical fixes on the Rampart median. The Board deferred further discussion.

Pickleball Court Lining: The Board reviewed a proposal from Coatings, Inc. to stripe the pickleball lines.

Following discussion, upon motion duly made by Director Jensen, seconded by

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Director Glass, and unanimously carried, the Board approved the proposal from Coatings, Inc. to stripe the pickleball lines, in the amount of \$1,100. The board directed Coatings, Inc. to paint the pickleball lines in a single-court configuration like the existing striping on the other tennis court.

Playground Repairs: The Board deferred discussion.

RWSD: The Board deferred discussion.

Proposals for Tree Care: The Board deferred discussion.

Other: There were no other items to discuss.

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### ENGINEERING MATTERS

Proposals from Engineers: Mr. Lofton reported to the Board that SDMS has not yet received any proposals from engineers; however, three firms confirmed that they would be submitting proposals by the deadline.

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### LEGAL MATTERS

Required Signatures on Board Approved Resolutions: The Board entered into discussion regarding options for executing documents. Attorney Duke clarified that it was not required that all Board members sign documents. The Board determined that documents would be signed by the President and Secretary and include information on the vote for the item being signed. Attorney Duke will work with SDMS to implement this change.

Sturgeon Electric Failure to Pay for Main Line Repairs: Attorney Duke discussed with the Board options for addressing Sturgeon Electric's failure to pay for main line repairs. The Board reviewed the cost information provided by Attorney Duke and determined to take no further action.

RWSD Installation of Fence Around Pump Station: Attorney Duke reviewed with the Board the updated proposal for the fence and indicated that it seemed reasonable. The Board determined they will move forward with the meeting with RWSD on March 31, 2023 to walk the site. SDMS will confirm the meeting date with RWSD. The Board directed SDMS to include additional information about the purpose of the meeting and the proposed fence style and plan on the notice that is posted on the website.

Code of Conduct: The Board deferred discussion.

Other: There were no other legal matters to discuss.

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**DIRECTOR  
MATTERS**

**Flock Cameras and Installing Cameras in Problem Spots:** The Board deferred discussion.

**Various Small Jobs (Fence Repair, Paint, etc.):** The Board deferred discussion.

**Public Calendar File:** The Board deferred discussion.

**Mosquito Treatment Maps/Scope:** The Board deferred discussion.

**Proposed Revisions to Softball Field Reservation Forms:** The Board deferred discussion.

**Proposed Update to the Rules & Regs Regarding Vehicles 1.17:** The Board deferred discussion.

**Proposed Public Meeting Notice, Agenda, Meeting Packet and Director, Consultant, or Vendor Expectations:** The Board deferred discussion.

**OTHER MATTERS**

**Actions:** Ms. Ripko reviewed the tasks to complete from this meeting with the Board.

**ADJOURNMENT**

There being no further business to come before the Board at this time, upon motion duly made by Director Hart, seconded by Director Jensen and, upon vote, unanimously carried, the Regular Meeting was adjourned at 7:59 p.m.

Respectfully submitted,

By: \_\_\_\_\_  
Secretary for the Meeting

# RECORD OF PROCEEDINGS

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## MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE ROXBOROUGH VILLAGE METROPOLITAN DISTRICT HELD MARCH 29, 2023

A Special Meeting of the Board of Directors (referred to hereafter as the “Board”) of Roxborough Village Metropolitan District (the “District”) was convened on Wednesday, the 29<sup>th</sup> day of March, 2023 at 6:00 p.m. via Zoom. The meeting was open to the public.

### ATTENDANCE

#### Directors In Attendance Were:

Mathew Hart  
Ephram Glass  
Travis Jensen  
Mark Rubic

Following discussion, upon motion to excuse the absence of Director Brown duly made by Director Jensen and seconded by Director Hart, the motion carried, with Directors Jensen and Hart voting aye and Directors Glass and Rubic abstaining.

#### Also In Attendance Were:

Larry Loften; Special District Management Services, Inc. (“SDMS”)

Dino Ross, Esq.; Ireland Stapleton Pryor & Pascoe, P.C.

J.C. Cundall and Ted Barela; Farnsworth Group

Wade Wheatlake and Luke Lovato; Merrick & Company

### CALL TO ORDER

At 6:02 p.m. the meeting was called to order.

### DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

Disclosure of Potential Conflicts of Interest: The Board discussed the requirements pursuant to the Colorado Revised Statutes to disclose any potential conflicts of interest or potential breaches of fiduciary duty to the Board of Directors and to the Secretary of State. Mr. Loften noted that a quorum was present and requested that members of the Board disclose any potential conflicts of interest with regard to any matters scheduled for discussion at this meeting, and incorporated for the record those applicable disclosures made by the Board members prior to this meeting in accordance with the statute. It was noted that there are no Directors’ Disclosure Statements to be filed.

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### ADMINISTRATIVE MATTERS

**Agenda:** Mr. Loften reviewed with the Board the proposed Agenda for this Special Meeting.

Following discussion, upon motion duly made by Director Glass, seconded by Director Hart, and, upon vote, unanimously carried, the Board approved the agenda, as amended.

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### PUBLIC COMMENTS / HOMEOWNER REQUESTS

There were no public comments.

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### ENGINEERING MATTERS

**Interviews of District Engineering Firms:** The Board discussed the process for the interviews and potential questions they would like to address. Attorney Ross indicated the Board should let candidates know that utility locates are no longer a part of the Request for Proposals and should be removed from the scope of service.

*Farnsworth Group Inc.:* Mr. Barela and Mr. Cundall gave the Board an overview of the Farnsworth Group and their qualifications for the District Engineer role. Mr. Barela and Mr. Cundall also reviewed their services and potential fit for the needs of the District. Mr. Cundall highlighted Farnsworth's experience working with Special Districts and the public.

The Board shared specific projects that the District is pursuing and asked questions regarding options for GIS mapping, adding flow sensors, addressing concerns/clogs with the intake pipes, Farnsworth's experience with various types of permitting, access, and contacts with contractors, and experience working with playgrounds and ADA accessibility.

*Merrick:* Mr. Wheatlake and Mr. Lovato gave the Board an overview of Merrick and their qualifications for the District Engineer role. Mr. Wheatlake and Mr. Lovato also reviewed their services and potential fit for the needs of the District. The Board shared specific projects that the District is pursuing and asked questions regarding options for GIS mapping, adding flow sensors, addressing concerns/clogs with the intake pipes, Merrick's experience with various types of permitting, access and contacts with contractors, and experience working with playgrounds and ADA accessibility.

Mr. Wheatland also had questions for the Board about specific priorities, experience with previous engineers, and overall dynamics of the Board.

**Engagement of District Engineering Firm:** The Board discussed the proposals and presentations from Farnsworth Group and Merrick & Company.

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Following discussion, upon motion duly made by Director Jensen, seconded by Director Glass, and unanimously carried, the Board approved the proposal from Farnsworth Group for District Engineer Services, subject to the removal of utility locates from the scope of service and contingent upon the District and Farnsworth Group executing a mutually acceptable contract.

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### **OTHER MATTERS**

**Landscape Maintenance Agreement:** The Board discussed the Landscape Management Agreement with Attorney Ross to clarify section numbering and other items. No action was taken by the Board

**United Site Services:** Mr. Loften provided an update to the Board on United Site Services and the status of the port-a-potties. The Board directed Mr. Loften to provide a notice to individuals with reservations and post a notice on the District's website if the port-a-potties will be further delayed.

**Potential Water Main Break:** The Board discussed the potential water main break at Rampart Range Road caused by construction and potential next steps. The Board directed Attorney Ross to continue to contact Xcel Energy Inc. and other contractors to address reimbursement concerns related to charging and re-winterizing the system. The Board also directed Mr. Loften to contact Diversified Underground Inc. to obtain detailed records and documentation related to utility locates and to provide Attorney Ross with additional contact information for the project. SDMS will contact CDI Environmental Contractor to request any additional information or images from the location of the damage. The Board took no action regarding approving the pressurization of the system at this time.

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### **ADJOURNMENT**

There being no further business to come before the Board at this time, upon motion duly made by Director Glass, seconded by Director Jensen, and upon vote, unanimously carried, the Special Meeting was adjourned at 8:13 p.m.

Respectfully submitted,

By: \_\_\_\_\_  
Secretary for the Meeting

Type	Date	Num	Memo	Account	Original Amount	Balance
<b>Bill.com LLC</b>						
Bill	03/07/2023	23038607626	Billing Period 2/05/2023-3/04/2023	52040 · Software & Online Subscr...	384.20	384.20
Bill	03/07/2023	23038607626	Billing Period 2/05/2023-3/04/2023	52040 · Software & Online Subscr...	67.80	452.00
Bill	03/07/2023	23038607626	Billing Period 2/05/2023-3/04/2023	52040 · Software & Online Subscr...	18.83	470.83
Total Bill.com LLC						470.83
<b>Consolidated Divisions Inc</b>						
Bill	03/14/2023	2008157	Storm Cycle 1/22/23 to 1/28/23	68070 · Snow Removal Expense	4,751.50	4,751.50
Bill	03/14/2023	2008157	Storm Cycle 1/22/23 to 1/28/23	68070 · Snow Removal Expense	838.50	5,590.00
Bill	03/21/2023	2008508	Post-storm snow and ice mitigation 2/17/23-2/18/23	68070 · Snow Removal Expense	8,543.57	14,133.57
Bill	03/21/2023	2008508	Post-storm snow and ice mitigation 2/17/23-2/18/23	68070 · Snow Removal Expense	1,507.69	15,641.26
Bill	03/21/2023	2008462	Storm Cycle: 02/14/23 to 02/16/23	68070 · Snow Removal Expense	11,643.27	27,284.53
Bill	03/21/2023	2008462	Storm Cycle: 02/14/23 to 02/16/23	68070 · Snow Removal Expense	2,054.70	29,339.23
Bill	03/21/2023	2008592	February Maintenance	64040 · Landscape Contract	7,281.75	36,620.98
Bill	03/21/2023	2008592	February Maintenance	64040 · Landscape Contract	1,285.02	37,906.00
Bill	03/21/2023	2007690	Graffiti Removal	65030 · Graffiti Removal /Vandal...	3,617.13	41,523.13
Bill	03/21/2023	2007690	Graffiti Removal	65030 · Graffiti Removal /Vandal...	638.32	42,161.45
Bill	03/21/2023	2008691	Storm Cycle 02/19/23 to 02/24/23	68070 · Snow Removal Expense	255.00	42,416.45
Bill	03/21/2023	2008691	Storm Cycle 02/19/23 to 02/24/23	68070 · Snow Removal Expense	45.00	42,461.45
Total Consolidated Divisions Inc						42,461.45
<b>CORE Electric Cooperative</b>						
Bill	03/14/2023			51050 · Utilities Expense	746.89	746.89
Bill	03/14/2023			51050 · Utilities Expense	131.80	878.69
Total CORE Electric Cooperative						878.69
<b>Douglas County School District</b>						
Bill	03/21/2023	40086	Classroom Rental	51060 · District Functions/Events	40.16	40.16
Bill	03/21/2023	40086	Classroom Rental	51060 · District Functions/Events	7.09	47.25
Total Douglas County School District						47.25
<b>Foothills Park &amp; Recreation District</b>						
Bill	03/21/2023	34725	February 2023 Resident Use	68010 · Foothills Park & Rec Fees	987.42	987.42
Bill	03/21/2023	34725	February 2023 Resident Use	68010 · Foothills Park & Rec Fees	174.25	1,161.67
Total Foothills Park & Recreation District						1,161.67
<b>Gembok Consulting Inc.</b>						
Bill	03/21/2023	5627	February Services	57030 · Accounting Services	3,079.38	3,079.38
Bill	03/21/2023	5627	February Services	57030 · Accounting Services	150.95	3,230.33
Bill	03/21/2023	5627	February Services	57030 · Accounting Services	543.42	3,773.75
Total Gembok Consulting Inc.						3,773.75
<b>Good Plumbing Service</b>						
Bill	03/21/2023	95294	Winterization for season 7671 N Rampart Range	62010 · General Repairs and Mai...	276.25	276.25
Bill	03/21/2023	95294	Winterization for season 7671 N Rampart Range	62010 · General Repairs and Mai...	48.75	325.00
Total Good Plumbing Service						325.00
<b>Ireland Stapleton Pryor &amp; Pascoe PC</b>						
Bill	03/21/2023	145113	February Statement for all Non Retainer Matters	57020 · Legal Expenses	5,501.47	5,501.47
Bill	03/21/2023	145113	February Statement for all Non Retainer Matters	57020 · Legal Expenses	970.85	6,472.32
Bill	03/21/2023	145113	February Statement for all Non Retainer Matters	57020 · Legal Expenses	269.68	6,742.00
Total Ireland Stapleton Pryor & Pascoe PC						6,742.00
<b>Keesen Landscape Management</b>						
Bill	03/07/2023	199688	Phase One - Remove Turf & Save Grass Swale	64010 · Landscape Repairs and ...	10,111.77	10,111.77
Total Keesen Landscape Management						10,111.77
<b>QuickBooks Payroll Service</b>						
Liability Che...	03/30/2023		Fee for 4 direct deposit(s) at \$1.75 each	54000 · Payroll Expenses	7.00	7.00
Total QuickBooks Payroll Service						7.00
<b>Roxborough Water &amp; Sanitation District</b>						
Bill	03/15/2023	022023	Service Period 1/25/23 - 2/24/23	68025 · Water Expense	82.88	82.88
Bill	03/15/2023	022023	Service Period 1/25/23 - 2/24/23	68025 · Water Expense	14.62	97.50
Bill	03/15/2023		Service Period 1/25/23 - 2/24/23	68025 · Water Expense	82.88	180.38
Bill	03/15/2023		Service Period 1/25/23 - 2/24/23	68025 · Water Expense	14.62	195.00
Bill	03/15/2023		Service Period 1/25/23 - 2/24/23	68025 · Water Expense	93.93	288.93
Bill	03/15/2023		Service Period 1/25/23 - 2/24/23	68025 · Water Expense	16.57	305.50
Bill	03/15/2023		Service Period 1/25/23 - 2/24/23	68025 · Water Expense	165.75	471.25
Bill	03/15/2023		Service Period 1/25/23 - 2/24/23	68025 · Water Expense	29.25	500.50
Bill	03/15/2023		Service Period 1/25/23 - 2/24/23	68025 · Water Expense	744.03	1,244.53
Bill	03/15/2023		Service Period 1/25/23 - 2/24/23	68025 · Water Expense	131.30	1,375.83
Total Roxborough Water & Sanitation District						1,375.83
<b>Special District Management Services, Inc</b>						
Bill	03/21/2023	01/31/2023	January 2023 District Management Fees	57040 · District Management	14,611.97	14,611.97
Bill	03/21/2023	01/31/2023	January 2023 District Management Fees	57040 · District Management	2,578.58	17,190.55
Bill	03/21/2023	01/31/2023	January 2023 District Management Fees	57040 · District Management	716.28	17,906.83
Bill	03/21/2023	02/28/2023	February 2023 District Management Fees	57040 · District Management	7,650.24	25,557.07
Bill	03/21/2023	02/28/2023	February 2023 District Management Fees	57040 · District Management	1,350.04	26,907.11
Bill	03/21/2023	02/28/2023	February 2023 District Management Fees	57040 · District Management	375.01	27,282.12
Total Special District Management Services, Inc						27,282.12

Claims by Vendor Detail

Type	Date	Num	Memo	Account	Original Amount	Balance
<b>Utility Notification Center of Colorado</b>						
Bill	03/21/2023	223021113	RTL Transmissions	62020 · Utility Locate	84.43	84.43
Bill	03/21/2023	223021113	RTL Transmissions	62020 · Utility Locate	14.90	99.33
Total Utility Notification Center of Colorado						99.33
<b>Xcel Energy</b>						
Bill	03/28/2023	March Statement	March Statement	51050 · Utilities Expense	17.09	17.09
Bill	03/28/2023	March Statement	March Statement	51050 · Utilities Expense	3.01	20.10
Total Xcel Energy						20.10
<b>TOTAL</b>						<b>94,756.79</b>

# Roxborough Village Metro District

## Executive Summary

*As of March 31, 2023*

### Summary

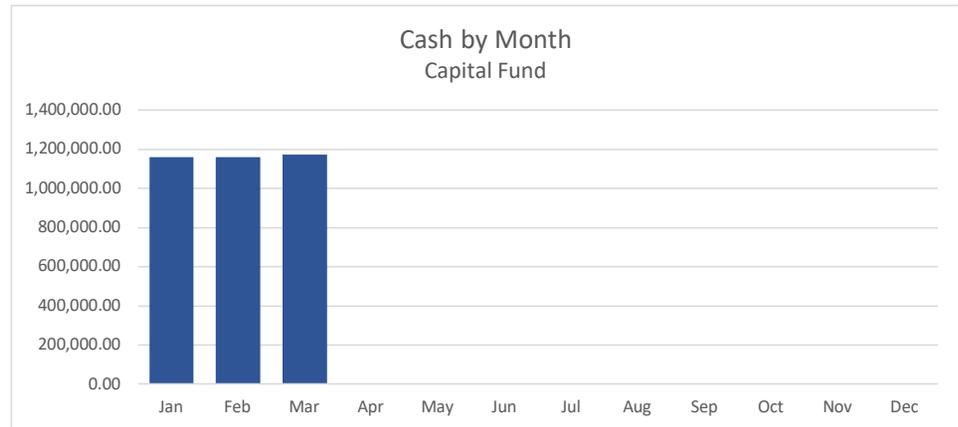
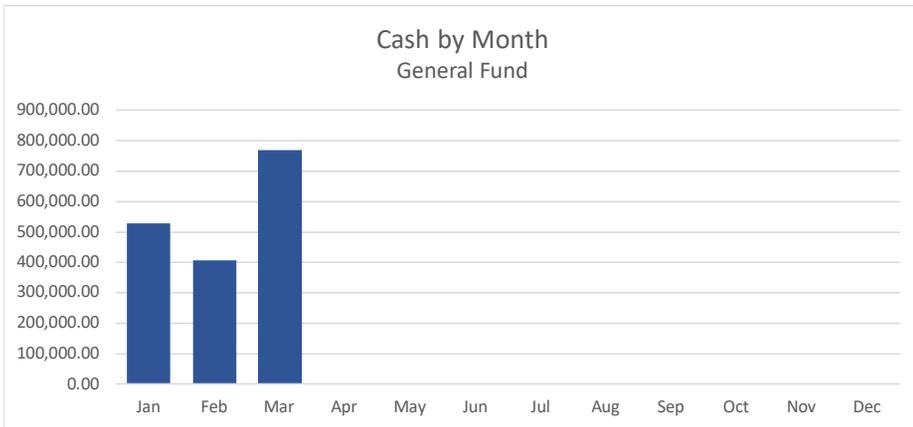
The district received its first substantial property tax payment in the amount of \$470,898.00. The next large tax payment will likely hit in June or July. While snow removal fees remain high on the year there were no new invoices in March. Draft bar charts for revenue and expenses by month have been updated to the yearly aggregate by month for both budget and actuals. We have added a threshold tracker for Chatfield Farms per the boards request.

### Key Performance Metrics

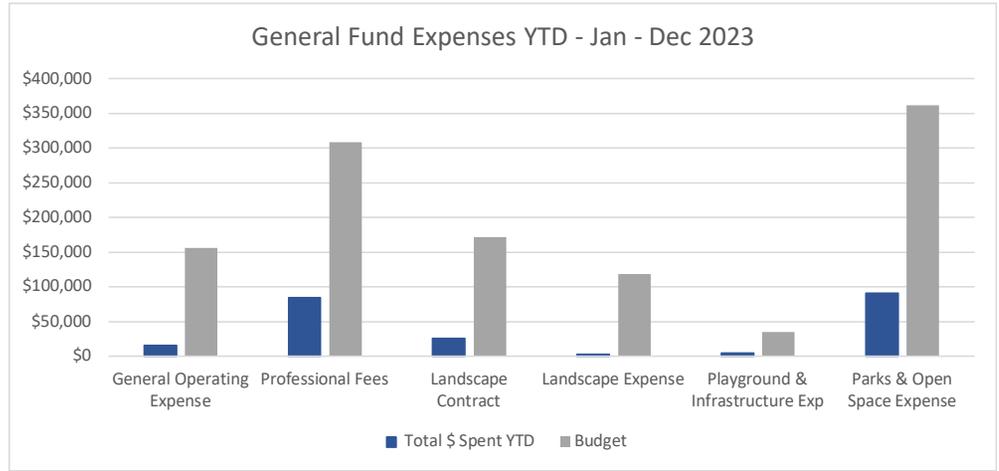
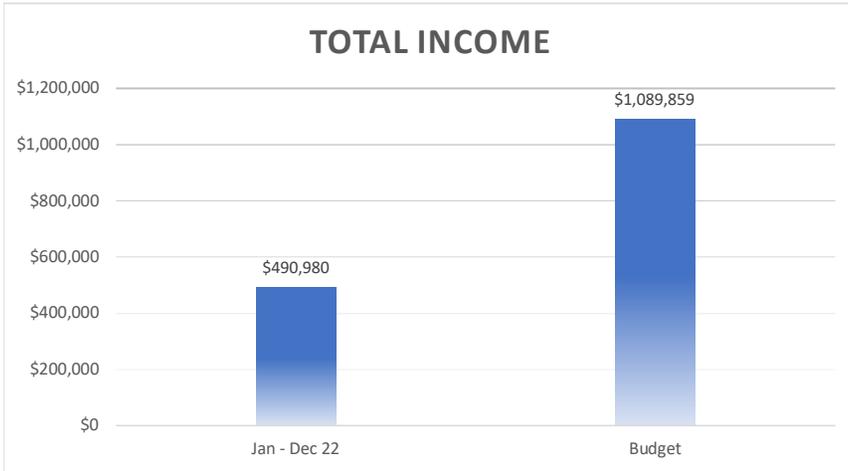
#### Cash Position



Cash balances are beginning to restore now that the District has received its first large deposit. Audit season is nearly here and the District can expect to see slight changes in 2022 financials.

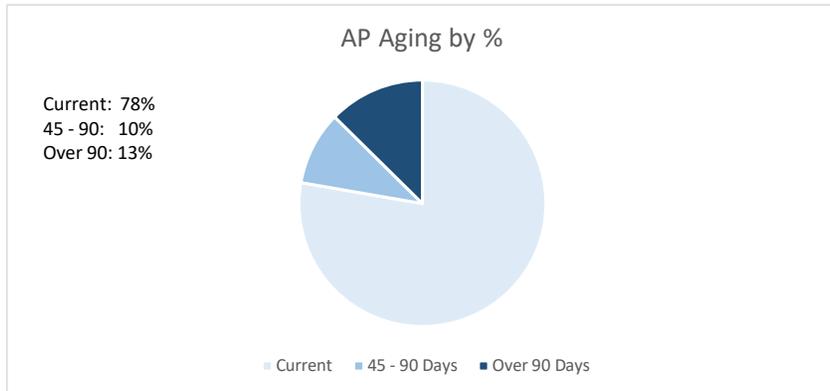


**Income & Expenses**



Landscape contract expenses are above budget to-date. As the year progresses we will continue to monitor expense trends for 2023 as well as in comparison to historical years. The new revenue and expense graphs will be able to assist in monitoring these trends as the months progress.

**Accounts Payable**

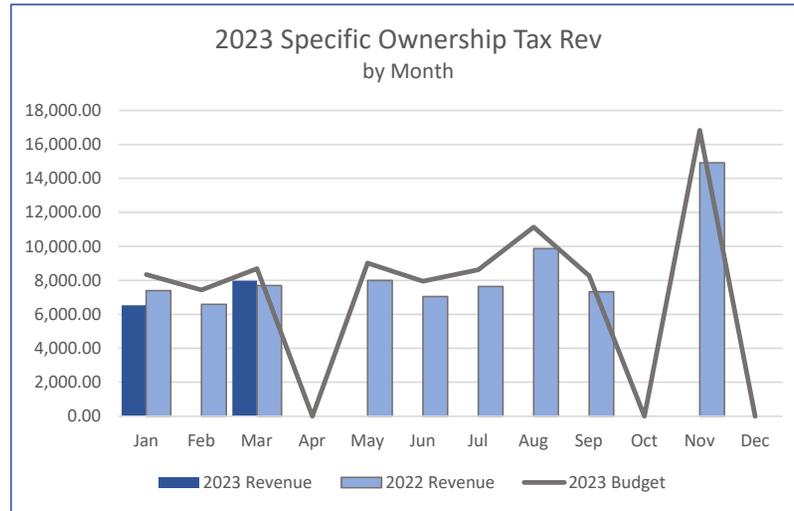
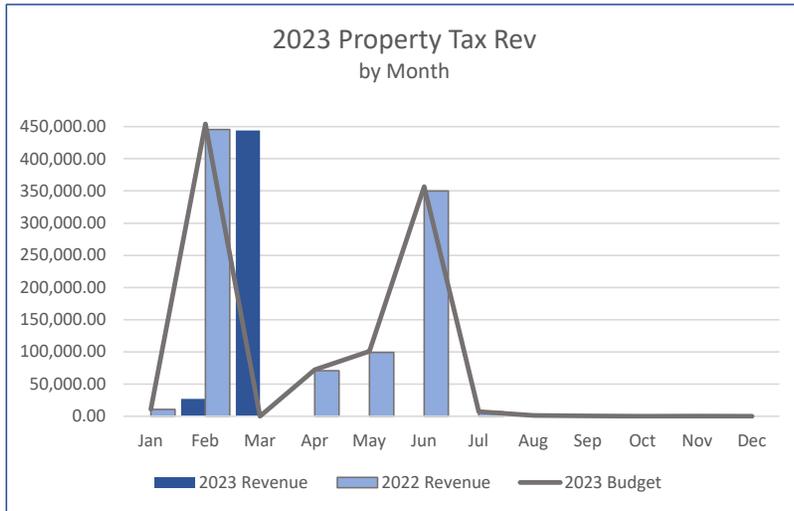


Based on the current reporting, 10% of Accounts Payable are over 45 days past due which continues the trend of being below 15% for the last several months. The total value of the past due bills through March are \$58,013.00. The value of the current bills are \$36,136.75. We will continue to work with the board to provide transparency on all district bills received.

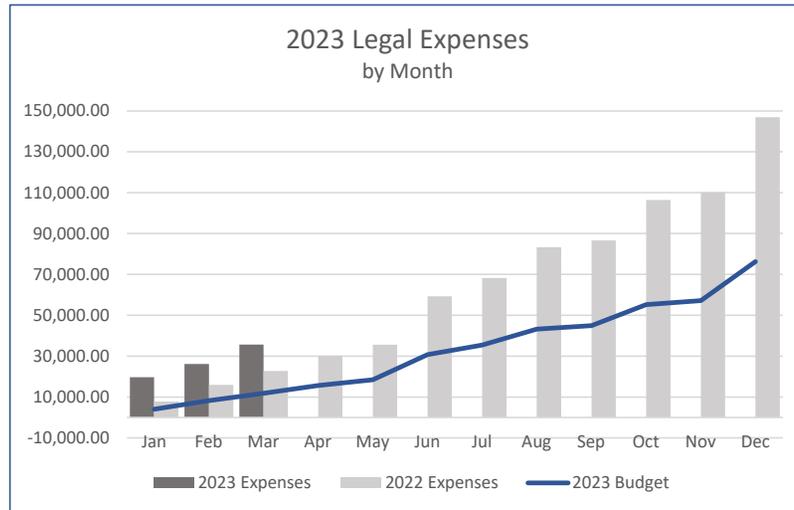
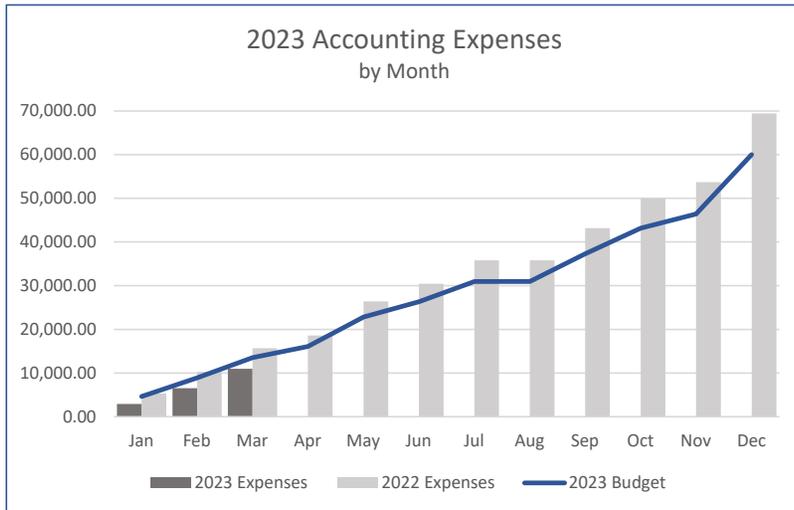
## Revenue and Expense Trends by Type

As of March 31, 2023

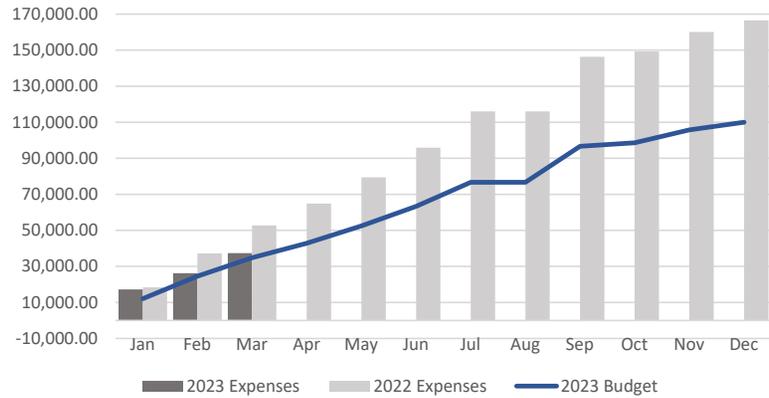
### Revenue



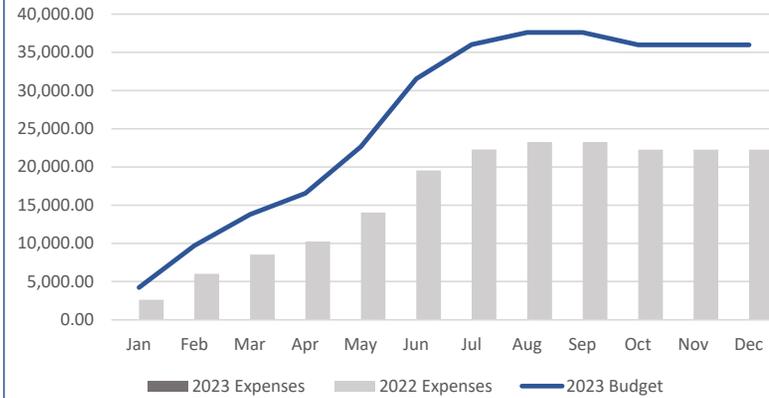
### Expenses



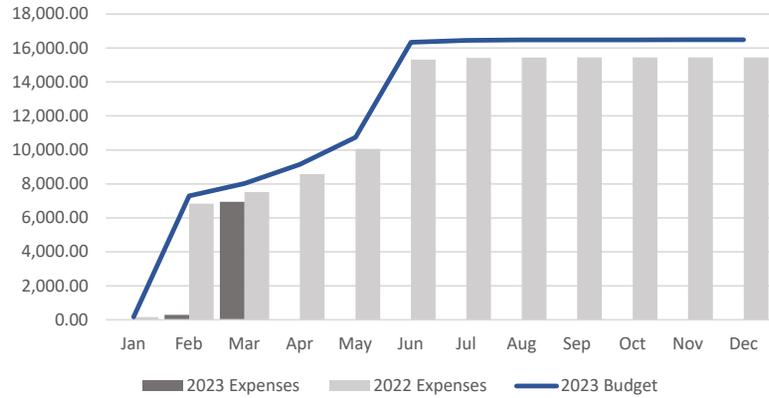
2023 District Mgmt. Expenses  
by Month



2023 Engineering Expenses  
by Month



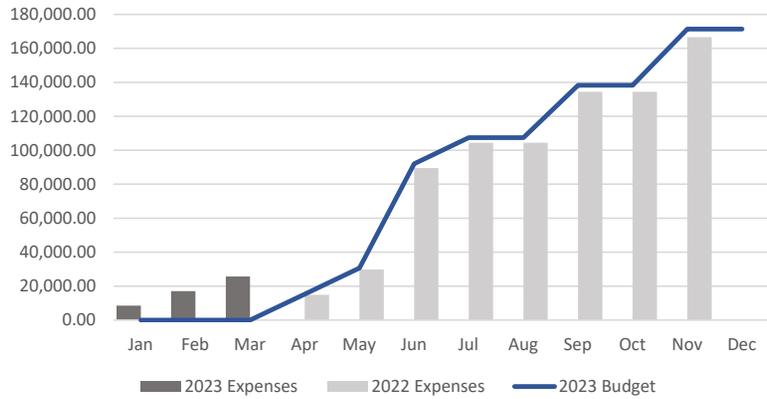
2023 County Treasurer Expenses  
by Month



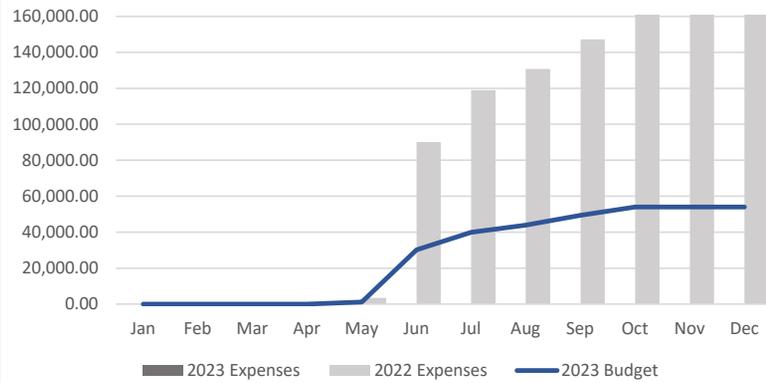
2023 Foothills Park & Rec Expenses  
by Month



2023 Landscape Contract Expenses  
by Month



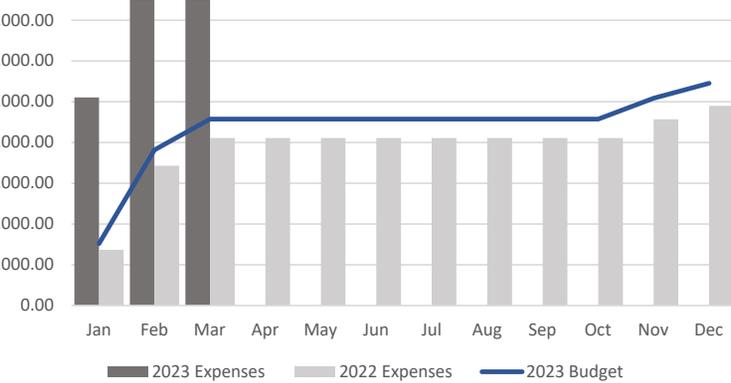
2023 Irrigation Expenses  
by Month



2023 Landscape Repairs & Maint. Expenses  
by Month

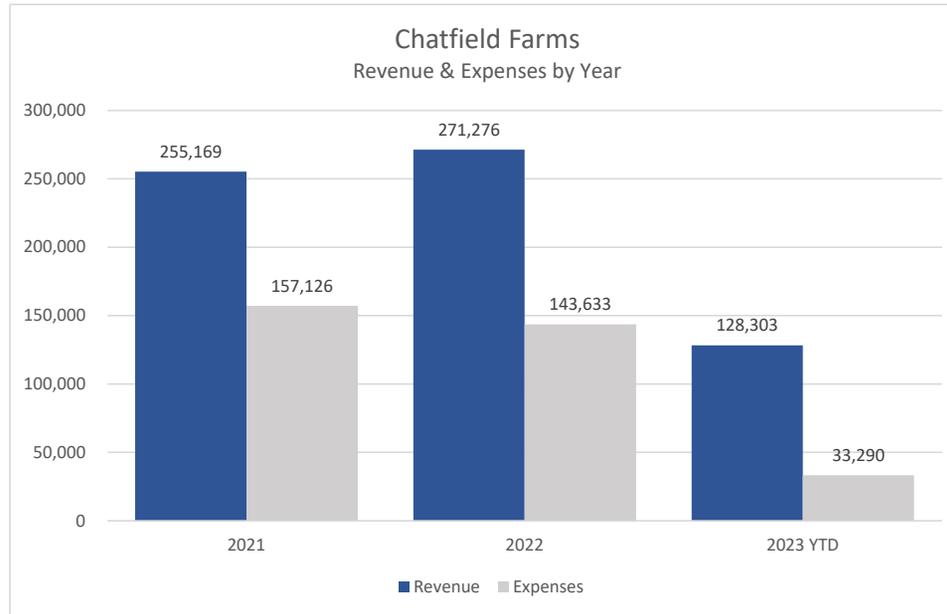


2023 Snow Removal Expenses  
by Month



## Chatfield Farms Revenue vs. Expenses

Per the Chatfield Farms Reimbursement Agreement, Chatfield Farms revenue cannot exceed expenses. Below is an annual revenue vs. expense tracker which will be updated monthly to ensure Chatfield Farms stays within the threshold.



**Roxborough Village Metro District**  
**Balance Sheet by Class**  
As of March 31, 2023

7:56 AM  
04/12/2023  
Accrual Basis

	<u>100-General Fund</u>	<u>200 - Capital Project Fund</u>	<u>300 - Debt Service Fund</u>	<u>TOTAL</u>
<b>ASSETS</b>				
<b>Current Assets</b>				
<b>Checking/Savings</b>				
10100 · General Operating Acct	359,347.98	-323,766.92	0.00	35,581.06
10500 · ColoTrust Funds	408,306.43	1,496,777.15	220.35	1,905,303.93
<b>Total Checking/Savings</b>	<u>767,654.41</u>	<u>1,173,010.23</u>	<u>220.35</u>	<u>1,940,884.99</u>
<b>Other Current Assets</b>				
13000 · Due from Capital Projects Fund	230.59	0.00	0.00	230.59
14010 · Prepaid Expense	501.00	0.00	0.00	501.00
14020 · Taxes Receivable	1,029,247.00	0.00	0.00	1,029,247.00
15000 · Bond Fund 1993 A&B	0.00	0.00	10.24	10.24
<b>Total Other Current Assets</b>	<u>1,029,978.59</u>	<u>0.00</u>	<u>10.24</u>	<u>1,029,988.83</u>
<b>Total Current Assets</b>	<u>1,797,633.00</u>	<u>1,173,010.23</u>	<u>230.59</u>	<u>2,970,873.82</u>
<b>TOTAL ASSETS</b>	<u><u>1,797,633.00</u></u>	<u><u>1,173,010.23</u></u>	<u><u>230.59</u></u>	<u><u>2,970,873.82</u></u>
<b>LIABILITIES &amp; EQUITY</b>				
<b>Liabilities</b>				
<b>Current Liabilities</b>				
<b>Accounts Payable</b>				
20000 · Accounts Payable	39,357.35	18,655.66	0.00	58,013.01
<b>Total Accounts Payable</b>	<u>39,357.35</u>	<u>18,655.66</u>	<u>0.00</u>	<u>58,013.01</u>
<b>Other Current Liabilities</b>				
22000 · Payroll Liabilities				
20210 · Federal Tax	1.80	0.00	0.00	1.80
20220 · Social Security	99.20	0.00	0.00	99.20
20230 · Medicare	23.20	0.00	0.00	23.20
20240 · State Tax	6.00	0.00	0.00	6.00
<b>Total 22000 · Payroll Liabilities</b>	<u>130.20</u>	<u>0.00</u>	<u>0.00</u>	<u>130.20</u>
23010 · Deferred Revenue-Taxes	1,029,247.00	0.00	0.00	1,029,247.00
24100 · Due to Capital Improvement Fund	0.00	0.00	230.59	230.59
<b>Total Other Current Liabilities</b>	<u>1,029,377.20</u>	<u>0.00</u>	<u>230.59</u>	<u>1,029,607.79</u>
<b>Total Current Liabilities</b>	<u>1,068,734.55</u>	<u>18,655.66</u>	<u>230.59</u>	<u>1,087,620.80</u>
<b>Total Liabilities</b>	<u>1,068,734.55</u>	<u>18,655.66</u>	<u>230.59</u>	<u>1,087,620.80</u>
<b>Equity</b>				
32001 · Retained Earnings	-98,453.96	-464,386.06	-1,229,610.62	-1,792,450.64
34000 · Restricted Net Assets				
34010 · Nonspendable	502.00	0.00	0.00	502.00
34020 · Restricted	0.00	1,593,341.54	0.00	1,593,341.54
34040 · Assigned	124,413.00	0.00	0.00	124,413.00
34050 · Emergency Reserve 3%	34,200.00	0.00	0.00	34,200.00
<b>Total 34000 · Restricted Net Assets</b>	<u>159,115.00</u>	<u>1,593,341.54</u>	<u>0.00</u>	<u>1,752,456.54</u>
39000 · Unrestricted Net Assets	400,664.60	0.00	1,229,610.62	1,630,275.22
Net Income	267,572.81	25,399.09	0.00	292,971.90
<b>Total Equity</b>	<u>728,898.45</u>	<u>1,154,354.57</u>	<u>0.00</u>	<u>1,883,253.02</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>1,797,633.00</u></u>	<u><u>1,173,010.23</u></u>	<u><u>230.59</u></u>	<u><u>2,970,873.82</u></u>
<b>UNBALANCED CLASSES</b>	0.00	0.00	0.00	0.00

## Roxborough Village Metro District Profit & Loss Budget vs. Actual

January through March 2023

	Jan - Mar 23	Budget	Budget Variance	% of Budget
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
41000 · Property Tax Income				
41010 · Specific Ownership Tax	14,509	86,294	(71,785)	17%
41020 · Property Tax	470,898	1,003,565	(532,667)	47%
41000 · Property Tax Income - Other	0	0	0	0%
<b>Total 41000 · Property Tax Income</b>	<b>485,407</b>	<b>1,089,859</b>	<b>(604,452)</b>	<b>45%</b>
43000 · Park and Field Income				
43010 · Sports Field Fees	0	2,000	(2,000)	0%
<b>Total 43000 · Park and Field Income</b>	<b>0</b>	<b>2,000</b>	<b>(2,000)</b>	<b>0%</b>
46000 · Interest Income				
46010 · General Bank Account Interest	19,904			
46000 · Interest Income - Other	0	20,000	(20,000)	0%
<b>Total 46000 · Interest Income</b>	<b>19,904</b>	<b>20,000</b>	<b>(96)</b>	<b>100%</b>
48000 · CTF/Lottery Income	14,616	44,000	(29,384)	33%
49000 · Miscellaneous Income				
49020 · Refunds	0	3,000	(3,000)	0%
49000 · Miscellaneous Income - Other	0	2,000	(2,000)	0%
<b>Total 49000 · Miscellaneous Income</b>	<b>0</b>	<b>5,000</b>	<b>(5,000)</b>	<b>0%</b>
<b>Total Income</b>	<b>519,927</b>	<b>1,160,859</b>	<b>(640,932)</b>	<b>45%</b>
<b>Gross Profit</b>	<b>519,927</b>	<b>1,160,859</b>	<b>(640,932)</b>	<b>45%</b>
<b>Expense</b>				
50000 · Treasurer Fees	6,950	16,483	(9,533)	42%
51000 · General Overhead				
51005 · Dues & Subscriptions	1,013	1,526	(513)	66%
51010 · Communication / Website Expense	0	2,180	(2,180)	0%
51015 · Postage & Shipping	0	0	0	0%
51030 · Security Expense	0	239	(239)	0%
51050 · Utilities Expense	2,699	23,112	(20,413)	12%
51060 · District Functions/Events	47	0	47	100%
<b>Total 51000 · General Overhead</b>	<b>3,759</b>	<b>27,057</b>	<b>(23,298)</b>	<b>14%</b>
52000 · Computer & Software Expenses				
52040 · Software & Online Subscriptions	1,182	425	757	278%
52000 · Computer & Software Expenses - Other	0	0	0	0%
<b>Total 52000 · Computer &amp; Software Expenses</b>	<b>1,182</b>	<b>425</b>	<b>757</b>	<b>278%</b>
52500 · Insurance Expense				
52550 · General Insurance	0	5,232	(5,232)	0%
52500 · Insurance Expense - Other	0	29,648	(29,648)	0%
<b>Total 52500 · Insurance Expense</b>	<b>0</b>	<b>34,880</b>	<b>(34,880)</b>	<b>0%</b>
52600 · Election Expense	0	45,000	(45,000)	0%
53000 · Board of Director's Expense				
53010 · Directors' Stipend	2,400	8,720	(6,320)	28%
<b>Total 53000 · Board of Director's Expense</b>	<b>2,400</b>	<b>8,720</b>	<b>(6,320)</b>	<b>28%</b>
53500 · Community Relations Exp.				
53520 · Newsletter Expense	0	4,360	(4,360)	0%
<b>Total 53500 · Community Relations Exp.</b>	<b>0</b>	<b>4,360</b>	<b>(4,360)</b>	<b>0%</b>
54000 · Payroll Expenses				
54060 · Employer Payroll Taxes	184	1,274	(1,090)	14%
54000 · Payroll Expenses - Other	21			
<b>Total 54000 · Payroll Expenses</b>	<b>205</b>	<b>1,274</b>	<b>(1,069)</b>	<b>16%</b>
57000 · Professional Services Fees				
57010 · Auditing	0	6,540	(6,540)	0%
57020 · Legal Expenses	37,144	103,550	(66,406)	36%
57030 · Accounting Services	11,450	63,815	(52,365)	18%
57040 · District Management	38,925	162,102	(123,177)	24%
57050 · Engineering Expense	0	35,970	(35,970)	0%
57070 · Master Plan Fee	0	74,500	(74,500)	0%
57085 · Paying Agent Fees	0	0	0	0%
<b>Total 57000 · Professional Services Fees</b>	<b>87,519</b>	<b>446,477</b>	<b>(358,958)</b>	<b>20%</b>

## Roxborough Village Metro District Profit & Loss Budget vs. Actual

January through March 2023

	Jan - Mar 23	Budget	Budget Variance	% of Budget
57500 · Misc & Petty Cash Expense	0	0	0	0%
61000 · Miscellaneous Expense	0	1,635	(1,635)	0%
61500 · Reimbursed Expenditures	0	0	0	0%
62000 · Repairs and Maintenance				
62010 · General Repairs and Maintenance	325	13,000	(12,675)	3%
62020 · Utility Locate	949	4,000	(3,051)	24%
<b>Total 62000 · Repairs and Maintenance</b>	<b>1,274</b>	<b>17,000</b>	<b>(15,726)</b>	<b>7%</b>
64000 · Landscape Expenses				
64010 · Landscape Repairs and Maint	2,872	43,350	(40,478)	7%
64020 · Landscape Weed Control Expense	0	48,000	(48,000)	0%
64030 · Irrigation Expense	0	53,995	(53,995)	0%
64040 · Landscape Contract	25,700	171,335	(145,635)	15%
<b>Total 64000 · Landscape Expenses</b>	<b>28,572</b>	<b>316,680</b>	<b>(288,108)</b>	<b>9%</b>
65000 · Playground & Infrastructure Exp				
65010 · Playground Repairs and Maint	0	16,350	(16,350)	0%
65030 · Graffiti Removal /Vandalism Exp	4,255	3,815	440	112%
65040 · Skate Park Maintence	0	15,000	(15,000)	0%
<b>Total 65000 · Playground &amp; Infrastructure Exp</b>	<b>4,255</b>	<b>35,165</b>	<b>(30,910)</b>	<b>12%</b>
68000 · Parks & Open Space Expense				
68010 · Foothills Park & Rec Fees	4,610	22,500	(17,890)	20%
68020 · Mosquito Control Expense	0	10,000	(10,000)	0%
68025 · Water Expense	4,051			
68030 · Seasonal Lighting Expense	0	15,260	(15,260)	0%
68045 · Tree Care Expense	0	82,000	(82,000)	0%
68050 · Portable Restroom Exp.	889	7,630	(6,741)	12%
68065 · Water Rights Expense	0	125,350	(125,350)	0%
68070 · Snow Removal Expense	81,290	54,500	26,790	149%
68080 · Algae Control Exp.	0	5,450	(5,450)	0%
68085 · Annual Trails Maintenance	0	114,450	(114,450)	0%
68090 · Pond Maintenance	0	5,509	(5,509)	0%
68095 · Open Space Maintenances / Fire	0	27,250	(27,250)	0%
<b>Total 68000 · Parks &amp; Open Space Expense</b>	<b>90,840</b>	<b>469,899</b>	<b>(379,059)</b>	<b>19%</b>
68500 · Park & Recreation Events				
68540 · Community Service Events	0	1,700	(1,700)	0%
<b>Total 68500 · Park &amp; Recreation Events</b>	<b>0</b>	<b>1,700</b>	<b>(1,700)</b>	<b>0%</b>
70000 · Bond Interest & Principal Exp.				
70010 · Bond Interest - Series 1993	0	0	0	0%
70020 · Bond Principal - Series 1993	0	0	0	0%
70110 · Bond Interest - Series 2014	0	0	0	0%
70120 · Bond Principal - Series 2014	0	0	0	0%
<b>Total 70000 · Bond Interest &amp; Principal Exp.</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0%</b>
80000 · Capital Expenses				
80020 · Irrigation Improvements	0	100,000	(100,000)	0%
80030 · Spillway / Embankment Cost	0	0	0	0%
80060 · Plant Nursery	0	10,000	(10,000)	0%
80070 · New Playground	0	350,000	(350,000)	0%
80000 · Capital Expenses - Other	0	0	0	0%
<b>Total 80000 · Capital Expenses</b>	<b>0</b>	<b>460,000</b>	<b>(460,000)</b>	<b>0%</b>
99000 · Contingency	0	113,852	(113,852)	0%
<b>Total Expense</b>	<b>226,955</b>	<b>2,000,607</b>	<b>(1,773,652)</b>	<b>11%</b>
<b>Net Ordinary Income</b>	<b>292,972</b>	<b>(839,748)</b>	<b>1,132,720</b>	<b>(35)%</b>
Other Income/Expense				
Other Expense				
78500 · Reserve Expense	0	0	0	0%
99900 · Non-Operating Expense				
99960 · Transfers	0	0	0	0%
<b>Total 99900 · Non-Operating Expense</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0%</b>
<b>Total Other Expense</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0%</b>
<b>Net Other Income</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0%</b>
<b>Net Income</b>	<b>292,972</b>	<b>(839,748)</b>	<b>1,132,720</b>	<b>(35)%</b>

**Roxborough Village Metro District**  
**Capital Fund Profit & Loss Budget vs. Actual**  
 January through March 2023

	<u>Jan - Mar 23</u>	<u>Budget</u>	<u>Budget Variance</u>	<u>% of Budget</u>
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
41000 · Property Tax Income	0	0	0	0%
46000 · Interest Income	14,331	15,000	(669)	96%
48000 · CTF/Lottery Income	14,616	44,000	(29,384)	33%
49000 · Miscellaneous Income	0	3,000	(3,000)	0%
<b>Total Income</b>	<u>28,947</u>	<u>62,000</u>	<u>(33,053)</u>	<u>47%</u>
<b>Gross Profit</b>	28,947	62,000	(33,053)	47%
<b>Expense</b>				
51000 · General Overhead	0	0	0	0%
52000 · Computer & Software Expenses	47			
54000 · Payroll Expenses	0	500	(500)	0%
57000 · Professional Services Fees	3,500	137,667	(134,167)	3%
61500 · Reimbursed Expenditures	0	0	0	0%
62000 · Repairs and Maintenance	0	2,100	(2,100)	0%
64000 · Landscape Expenses	0	27,000	(27,000)	0%
68000 · Parks & Open Space Expense	0	107,920	(107,920)	0%
80000 · Capital Expenses	0	460,000	(460,000)	0%
99000 · Contingency	0	60,713	(60,713)	0%
<b>Total Expense</b>	<u>3,548</u>	<u>795,900</u>	<u>(792,352)</u>	<u>0%</u>
<b>Net Ordinary Income</b>	<u>25,399</u>	<u>(733,900)</u>	<u>759,299</u>	<u>(3)%</u>
<b>Net Income</b>	<u><u>25,399</u></u>	<u><u>(733,900)</u></u>	<u><u>759,299</u></u>	<u><u>(3)%</u></u>

**Roxborough Village Metro District**  
**General Fund Profit & Loss Budget vs. Actual**

January through March 2023

	Jan - Mar 23	Budget	Budget Variance	% of Budget
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
<b>41000 · Property Tax Income</b>				
41010 · Specific Ownership Tax	14,509	86,294	(71,785)	17%
41020 · Property Tax	470,898	1,003,565	(532,667)	47%
<b>Total 41000 · Property Tax Income</b>	485,407	1,089,859	(604,452)	45%
<b>43000 · Park and Field Income</b>				
43010 · Sports Field Fees	0	2,000	(2,000)	0%
<b>Total 43000 · Park and Field Income</b>	0	2,000	(2,000)	0%
<b>46000 · Interest Income</b>				
46010 · General Bank Account Interest	5,573			
46000 · Interest Income - Other	0	5,000	(5,000)	0%
<b>Total 46000 · Interest Income</b>	5,573	5,000	573	111%
<b>49000 · Miscellaneous Income</b>	0	2,000	(2,000)	0%
<b>Total Income</b>	490,980	1,098,859	(607,879)	45%
<b>Gross Profit</b>	490,980	1,098,859	(607,879)	45%
<b>Expense</b>				
<b>50000 · Treasurer Fees</b>	6,950	16,483	(9,533)	42%
<b>51000 · General Overhead</b>				
51005 · Dues & Subscriptions	1,013	1,526	(513)	66%
51010 · Communication / Website Expense	0	2,180	(2,180)	0%
51015 · Postage & Shipping	0	0	0	0%
51030 · Security Expense	0	239	(239)	0%
51050 · Utilities Expense	2,699	23,112	(20,413)	12%
51060 · District Functions/Events	47	0	47	100%
<b>Total 51000 · General Overhead</b>	3,759	27,057	(23,298)	14%
<b>52000 · Computer &amp; Software Expenses</b>				
52040 · Software & Online Subscriptions	1,135	425	710	267%
52000 · Computer & Software Expenses - Other	0	0	0	0%
<b>Total 52000 · Computer &amp; Software Expenses</b>	1,135	425	710	267%
<b>52500 · Insurance Expense</b>				
52550 · General Insurance	0	5,232	(5,232)	0%
52500 · Insurance Expense - Other	0	29,648	(29,648)	0%
<b>Total 52500 · Insurance Expense</b>	0	34,880	(34,880)	0%
<b>52600 · Election Expense</b>	0	45,000	(45,000)	0%
<b>53000 · Board of Director's Expense</b>				
53010 · Directors' Stipend	2,400	8,720	(6,320)	28%
<b>Total 53000 · Board of Director's Expense</b>	2,400	8,720	(6,320)	28%
<b>53500 · Community Relations Exp.</b>				
53520 · Newsletter Expense	0	4,360	(4,360)	0%
<b>Total 53500 · Community Relations Exp.</b>	0	4,360	(4,360)	0%
<b>54000 · Payroll Expenses</b>				
54060 · Employer Payroll Taxes	184	774	(590)	24%
54000 · Payroll Expenses - Other	21			
<b>Total 54000 · Payroll Expenses</b>	205	774	(569)	26%

**Roxborough Village Metro District**  
**General Fund Profit & Loss Budget vs. Actual**

January through March 2023

	Jan - Mar 23	Budget	Budget Variance	% of Budget
<b>57000 · Professional Services Fees</b>				
57010 · Auditing	0	6,540	(6,540)	0%
57020 · Legal Expenses	35,658	76,300	(40,642)	47%
57030 · Accounting Services	10,992	60,000	(49,008)	18%
57040 · District Management	37,368	110,000	(72,632)	34%
57050 · Engineering Expense	0	35,970	(35,970)	0%
57070 · Master Plan Fee	0	20,000	(20,000)	0%
57085 · Paying Agent Fees	0	0	0	0%
<b>Total 57000 · Professional Services Fees</b>	<b>84,018</b>	<b>308,810</b>	<b>(224,792)</b>	<b>27%</b>
<b>57500 · Misc &amp; Petty Cash Expense</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0%</b>
61000 · Miscellaneous Expense	0	1,635	(1,635)	0%
61500 · Reimbursed Expenditures	0	0	0	0%
<b>62000 · Repairs and Maintenance</b>				
62010 · General Repairs and Maintenance	325	10,900	(10,575)	3%
62020 · Utility Locate	949	4,000	(3,051)	24%
<b>Total 62000 · Repairs and Maintenance</b>	<b>1,274</b>	<b>14,900</b>	<b>(13,626)</b>	<b>9%</b>
<b>64000 · Landscape Expenses</b>				
64010 · Landscape Repairs and Maint	2,872	16,350	(13,478)	18%
64020 · Landscape Weed Control Expense	0	48,000	(48,000)	0%
64030 · Irrigation Expense	0	53,995	(53,995)	0%
64040 · Landscape Contract	25,700	171,335	(145,635)	15%
<b>Total 64000 · Landscape Expenses</b>	<b>28,572</b>	<b>289,680</b>	<b>(261,108)</b>	<b>10%</b>
<b>65000 · Playground &amp; Infrastructure Exp</b>				
65010 · Playground Repairs and Maint	0	16,350	(16,350)	0%
65030 · Graffiti Removal /Vandalism Exp	4,255	3,815	440	112%
65040 · Skate Park Maintence	0	15,000	(15,000)	0%
<b>Total 65000 · Playground &amp; Infrastructure Exp</b>	<b>4,255</b>	<b>35,165</b>	<b>(30,910)</b>	<b>12%</b>
<b>68000 · Parks &amp; Open Space Expense</b>				
68010 · Foothills Park & Rec Fees	4,610	22,500	(17,890)	20%
68020 · Mosquito Control Expense	0	10,000	(10,000)	0%
68025 · Water Expense	4,051			
68030 · Seasonal Lighting Expense	0	15,260	(15,260)	0%
68045 · Tree Care Expense	0	70,000	(70,000)	0%
68050 · Portable Restroom Exp.	889	7,630	(6,741)	12%
68065 · Water Rights Expense	0	89,380	(89,380)	0%
68070 · Snow Removal Expense	81,290	54,500	26,790	149%
68080 · Algae Control Exp.	0	5,450	(5,450)	0%
68085 · Annual Trails Maintenance	0	54,500	(54,500)	0%
68090 · Pond Maintenance	0	5,509	(5,509)	0%
68095 · Open Space Maintenances / Fire	0	27,250	(27,250)	0%
<b>Total 68000 · Parks &amp; Open Space Expense</b>	<b>90,840</b>	<b>361,979</b>	<b>(271,139)</b>	<b>25%</b>
<b>68500 · Park &amp; Recreation Events</b>				
68540 · Community Service Events	0	1,700	(1,700)	0%
<b>Total 68500 · Park &amp; Recreation Events</b>	<b>0</b>	<b>1,700</b>	<b>(1,700)</b>	<b>0%</b>
<b>80000 · Capital Expenses</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0%</b>
<b>99000 · Contingency</b>	<b>0</b>	<b>53,139</b>	<b>(53,139)</b>	<b>0%</b>
<b>Total Expense</b>	<b>223,407</b>	<b>1,204,707</b>	<b>(981,300)</b>	<b>19%</b>
<b>Net Ordinary Income</b>	<b>267,573</b>	<b>(105,848)</b>	<b>373,421</b>	<b>(253)%</b>

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Accrual Basis

Roxborough Village Metro District  
General Fund Profit & Loss Budget vs. Actual

January through March 2023

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	<u>Jan - Mar 23</u>	<u>Budget</u>	<u>Budget Variance</u>	<u>% of Budget</u>
Other Income/Expense				
Other Expense				
78500 - Reserve Expense	<u>0</u>	<u>0</u>	<u>0</u>	<u>0%</u>
Total Other Expense	<u>0</u>	<u>0</u>	<u>0</u>	<u>0%</u>
Net Other Income	<u>0</u>	<u>0</u>	<u>0</u>	<u>0%</u>
Net Income	<u>267,573</u>	<u>(105,848)</u>	<u>373,421</u>	<u>(253)%</u>

**Roxborough Village Metro District**  
**Chatfield Farms Profit & Loss Budget vs. Actual**  
 January through March 2023

	Jan - Mar 23	Budget	Budget Variance	% of Budget
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
41000 · Property Tax Income	128,303	299,857	(171,554)	43%
46000 · Interest Income	1,505			
<b>Total Income</b>	129,808	299,857	(170,049)	43%
<b>Gross Profit</b>	129,808	299,857	(170,049)	43%
<b>Expense</b>				
50000 · Treasurer Fees	1,042	4,394	(3,352)	24%
51000 · General Overhead	558	3,009	(2,451)	19%
52000 · Computer & Software Expenses	170			
52500 · Insurance Expense	0	5,232	(5,232)	0%
52600 · Election Expense	0	8,993	(8,993)	0%
53000 · Board of Director's Expense	0	1,308	(1,308)	0%
53500 · Community Relations Exp.	0	654	(654)	0%
54000 · Payroll Expenses	0	0	0	0%
57000 · Professional Services Fees	12,603	48,887	(36,284)	26%
61000 · Miscellaneous Expense	0	245	(245)	0%
62000 · Repairs and Maintenance	191	1,635	(1,444)	12%
64000 · Landscape Expenses	4,234	65,482	(61,248)	6%
65000 · Playground & Infrastructure Exp	638	1,390	(752)	46%
68000 · Parks & Open Space Expense	13,853	44,554	(30,701)	31%
68500 · Park & Recreation Events	0	255	(255)	0%
80000 · Capital Expenses	0	0	0	0%
99000 · Contingency	0	1,594	(1,594)	0%
<b>Total Expense</b>	33,291	187,632	(154,341)	18%
<b>Net Ordinary Income</b>	96,517	112,225	(15,708)	86%
<b>Net Income</b>	<b>96,517</b>	<b>112,225</b>	<b>(15,708)</b>	<b>86%</b>

Roxborough Village Metro District  
Capital Fund Profit & Loss Detail

January through March 2023

Type	Date	Num	Name	Memo	Debit	Credit	Balance
<b>Ordinary Income/Expense</b>							
<b>Income</b>							
<b>46000 · Interest Income</b>							
<b>46010 · General Bank Account Interest</b>							
Deposit	01/31/2023			Deposit		4,689.17	4,689.17
Deposit	02/28/2023			Deposit		4,316.14	9,005.31
Deposit	03/10/2023			Deposit		5,325.74	14,331.05
Total 46010 · General Bank Account Interest					0.00	14,331.05	14,331.05
Total 46000 · Interest Income					0.00	14,331.05	14,331.05
<b>48000 · CTF/Lottery Income</b>							
Deposit	03/10/2023			Deposit		14,615.74	14,615.74
Total 48000 · CTF/Lottery Income					0.00	14,615.74	14,615.74
Total Income					0.00	28,946.79	28,946.79
Gross Profit					0.00	28,946.79	28,946.79
<b>Expense</b>							
<b>51000 · General Overhead</b>							
<b>51050 · Utilities Expense</b>							
Check	01/10/2023		CORE Electric Cooperative				0.00
Check	01/31/2023		Xcel Energy				0.00
Check	02/09/2023		CORE Electric Cooperative				0.00
Check	02/28/2023		Xcel Energy				0.00
Total 51050 · Utilities Expense					0.00	0.00	0.00
Total 51000 · General Overhead					0.00	0.00	0.00
<b>52000 · Computer &amp; Software Expenses</b>							
<b>52040 · Software &amp; Online Subscriptions</b>							
Check	01/06/2023		Bill.com LLC		12.65		12.65
Check	02/07/2023		Bill.com LLC		15.80		28.45
Bill	03/05/2023	2303860...	Bill.com LLC	Billing Period 2/05/2023-3/04/2023	18.83		47.28
Total 52040 · Software & Online Subscriptions					47.28	0.00	47.28
Total 52000 · Computer & Software Expenses					47.28	0.00	47.28
<b>57000 · Professional Services Fees</b>							
<b>57020 · Legal Expenses</b>							
General Journal	01/31/2023	JanAccru...		Jan Legal Fees	821.00		821.00
General Journal	02/01/2023	JanAccru...		Jan Legal Fees		821.00	0.00
Bill	02/01/2023	144420	Ireland Stapleton Pryor & P...	January Statement for all Non Retainer Matt...	821.00		821.00
Bill	02/28/2023	145113	Ireland Stapleton Pryor & P...	February Statement for all Non Retainer Ma...	269.68		1,090.68
Bill	03/31/2023	145800	Ireland Stapleton Pryor & P...	Billed Through 03/31/2023	394.73		1,485.41
Total 57020 · Legal Expenses					2,306.41	821.00	1,485.41
<b>57030 · Accounting Services</b>							
General Journal	01/31/2023	JanAccru...		Jan Accounting Fees	121.27		121.27
General Journal	02/01/2023	JanAccru...		Jan Accounting Fees		121.27	0.00
Bill	02/02/2023	5605	Gemsbok Consulting Inc.	January Accounting Services	121.27		121.27
Bill	02/28/2023	5627	Gemsbok Consulting Inc.	February Services	150.95		272.22
Bill	03/31/2023	5648	Gemsbok Consulting Inc.	March 2023	185.80		458.02
Total 57030 · Accounting Services					579.29	121.27	458.02
<b>57040 · District Management</b>							
Bill	01/31/2023	01/31/2023	Special District Manageme...	January 2023 District Management Fees	716.28		716.28
Bill	02/28/2023	02/28/2023	Special District Manageme...	February 2023 District Management Fees	375.01		1,091.29
Bill	03/31/2023	03/31/23	Special District Manageme...	March 2023 District Management Fees	465.70		1,556.99
Total 57040 · District Management					1,556.99	0.00	1,556.99
Total 57000 · Professional Services Fees					4,442.69	942.27	3,500.42
<b>64000 · Landscape Expenses</b>							
<b>64040 · Landscape Contract</b>							
Bill	02/01/2023	2007915	Consolidated Divisions Inc	January Maintenance			0.00
General Journal	02/01/2023	JanAccru...		Jan-Mar Landscape Contract	0.00		0.00
Total 64040 · Landscape Contract					0.00	0.00	0.00
Total 64000 · Landscape Expenses					0.00	0.00	0.00

Roxborough Village Metro District  
**Capital Fund Profit & Loss Detail**

January through March 2023

Type	Date	Num	Name	Memo	Debit	Credit	Balance
<b>68000 - Parks &amp; Open Space Expense</b>							
<b>68025 - Water Expense</b>							
Check	01/17/2023		Roxborough Water & Sanit...				0.00
Check	01/17/2023		Roxborough Water & Sanit...				0.00
Check	01/17/2023		Roxborough Water & Sanit...				0.00
Check	01/17/2023		Roxborough Water & Sanit...				0.00
Check	01/17/2023		Roxborough Water & Sanit...				0.00
Check	02/15/2023		Roxborough Water & Sanit...				0.00
Check	02/15/2023		Roxborough Water & Sanit...				0.00
Check	02/15/2023		Roxborough Water & Sanit...				0.00
Check	02/15/2023		Roxborough Water & Sanit...				0.00
Check	02/15/2023		Roxborough Water & Sanit...				0.00
Total 68025 - Water Expense					0.00	0.00	0.00
Total 68000 - Parks & Open Space Expense					0.00	0.00	0.00
Total Expense					4,489.97	942.27	3,547.70
Net Ordinary Income					4,489.97	29,889.06	25,399.09
<b>Net Income</b>					<b>4,489.97</b>	<b>29,889.06</b>	<b>25,399.09</b>

Roxborough Village Metro District  
General Fund Profit & Loss Detail

January through March 2023

Type	Date	Num	Name	Memo	Debit	Credit	Balance
<b>Ordinary Income/Expense</b>							
<b>Income</b>							
<b>41000 · Property Tax Income</b>							
<b>41010 · Specific Ownership Tax</b>							
Deposit	01/10/2023			Deposit		6,529.36	6,529.36
Deposit	03/10/2023			Deposit		7,980.02	14,509.38
Total 41010 · Specific Ownership Tax					0.00	14,509.38	14,509.38
<b>41020 · Property Tax</b>							
Deposit	02/10/2023			Deposit		26,926.64	26,926.64
Deposit	03/10/2023			Deposit		443,970.87	470,897.51
Total 41020 · Property Tax					0.00	470,897.51	470,897.51
Total 41000 · Property Tax Income					0.00	485,406.89	485,406.89
<b>46000 · Interest Income</b>							
<b>46010 · General Bank Account Interest</b>							
Deposit	01/31/2023			Deposit		1,823.57	1,823.57
Deposit	02/28/2023			Deposit		1,678.49	3,502.06
Deposit	03/10/2023			Deposit		2,071.12	5,573.18
Total 46010 · General Bank Account Interest					0.00	5,573.18	5,573.18
Total 46000 · Interest Income					0.00	5,573.18	5,573.18
Total Income					0.00	490,980.07	490,980.07
Gross Profit					0.00	490,980.07	490,980.07
<b>Expense</b>							
<b>50000 · Treasurer Fees</b>							
Deposit	02/10/2023			Deposit	290.23		290.23
Deposit	03/10/2023			Deposit	6,659.55		6,949.78
Total 50000 · Treasurer Fees					6,949.78	0.00	6,949.78
<b>51000 · General Overhead</b>							
<b>51005 · Dues &amp; Subscriptions</b>							
Bill	01/31/2023	01/31/23 ...	Special District Association...		1,013.01		1,013.01
Total 51005 · Dues & Subscriptions					1,013.01	0.00	1,013.01
<b>51050 · Utilities Expense</b>							
Check	01/10/2023		CORE Electric Cooperative		874.53		874.53
Check	01/31/2023		Xcel Energy		20.60		895.13
Check	02/09/2023		CORE Electric Cooperative		884.17		1,779.30
Check	02/28/2023		Xcel Energy		20.42		1,799.72
Bill	03/14/2023		CORE Electric Cooperative		878.69		2,678.41
Bill	03/28/2023	March St...	Xcel Energy	March Statement	20.10		2,698.51
Total 51050 · Utilities Expense					2,698.51	0.00	2,698.51
<b>51060 · District Functions/Events</b>							
Bill	02/13/2023	40086	Douglas County School Di...	Classroom Rental	47.25		47.25
Total 51060 · District Functions/Events					47.25	0.00	47.25
Total 51000 · General Overhead					3,758.77	0.00	3,758.77
<b>52000 · Computer &amp; Software Expenses</b>							
<b>52040 · Software &amp; Online Subscriptions</b>							
Check	01/06/2023		Bill.com LLC		303.59		303.59
Check	02/07/2023		Bill.com LLC		379.12		682.71
Bill	03/05/2023	2303860...	Bill.com LLC	Billing Period 2/05/2023-3/04/2023	452.00		1,134.71
Total 52040 · Software & Online Subscriptions					1,134.71	0.00	1,134.71
Total 52000 · Computer & Software Expenses					1,134.71	0.00	1,134.71
<b>53000 · Board of Director's Expense</b>							
<b>53010 · Directors' Stipend</b>							
Paycheck	02/10/2023	DD1009	Calvin Brown	Direct Deposit	200.00		200.00
Paycheck	02/10/2023	DD1010	Ephram Glass	Direct Deposit	200.00		400.00
Paycheck	02/10/2023	DD1011	Mathew Hart	Direct Deposit	200.00		600.00
Paycheck	02/10/2023	DD1012	Travis Jensen	Direct Deposit	200.00		800.00
Paycheck	02/28/2023	DD1013	Calvin Brown	Direct Deposit	200.00		1,000.00
Paycheck	02/28/2023	DD1014	Ephram Glass	Direct Deposit	200.00		1,200.00
Paycheck	02/28/2023	DD1015	Mathew Hart	Direct Deposit	200.00		1,400.00
Paycheck	02/28/2023	DD1016	Travis Jensen	Direct Deposit	200.00		1,600.00
Paycheck	03/31/2023	DD1017	Calvin Brown	Direct Deposit	200.00		1,800.00
Paycheck	03/31/2023	DD1018	Ephram Glass	Direct Deposit	200.00		2,000.00
Paycheck	03/31/2023	DD1019	Mathew Hart	Direct Deposit	200.00		2,200.00
Paycheck	03/31/2023	DD1020	Travis Jensen	Direct Deposit	200.00		2,400.00
Total 53010 · Directors' Stipend					2,400.00	0.00	2,400.00
Total 53000 · Board of Director's Expense					2,400.00	0.00	2,400.00

Roxborough Village Metro District  
General Fund Profit & Loss Detail

January through March 2023

Type	Date	Num	Name	Memo	Debit	Credit	Balance
<b>54000 · Payroll Expenses</b>							
<b>54060 · Employer Payroll Taxes</b>							
Paycheck	02/10/2023	DD1009	Calvin Brown	Direct Deposit	15.30		15.30
Paycheck	02/10/2023	DD1010	Ephram Glass	Direct Deposit	15.30		30.60
Paycheck	02/10/2023	DD1011	Mathew Hart	Direct Deposit	15.30		45.90
Paycheck	02/10/2023	DD1012	Travis Jensen	Direct Deposit	15.30		61.20
Paycheck	02/28/2023	DD1013	Calvin Brown	Direct Deposit	15.30		76.50
Paycheck	02/28/2023	DD1014	Ephram Glass	Direct Deposit	15.30		91.80
Paycheck	02/28/2023	DD1015	Mathew Hart	Direct Deposit	15.30		107.10
Paycheck	02/28/2023	DD1016	Travis Jensen	Direct Deposit	15.30		122.40
Paycheck	03/31/2023	DD1017	Calvin Brown	Direct Deposit	15.30		137.70
Paycheck	03/31/2023	DD1018	Ephram Glass	Direct Deposit	15.30		153.00
Paycheck	03/31/2023	DD1019	Mathew Hart	Direct Deposit	15.30		168.30
Paycheck	03/31/2023	DD1020	Travis Jensen	Direct Deposit	15.30		183.60
Total 54060 · Employer Payroll Taxes					183.60	0.00	183.60
<b>54000 · Payroll Expenses - Other</b>							
Paycheck	02/10/2023	DD1009	Calvin Brown	Direct Deposit	0.00		0.00
Paycheck	02/10/2023	DD1010	Ephram Glass	Direct Deposit	0.00		0.00
Paycheck	02/10/2023	DD1011	Mathew Hart	Direct Deposit	0.00		0.00
Paycheck	02/10/2023	DD1012	Travis Jensen	Direct Deposit	0.00		0.00
Liability Check	02/21/2023		QuickBooks Payroll Service	Fee for 4 direct deposit(s) at \$1.75 each	7.00		7.00
Liability Check	02/27/2023		QuickBooks Payroll Service	Fee for 4 direct deposit(s) at \$1.75 each	7.00		14.00
Paycheck	02/28/2023	DD1013	Calvin Brown	Direct Deposit	0.00		14.00
Paycheck	02/28/2023	DD1014	Ephram Glass	Direct Deposit	0.00		14.00
Paycheck	02/28/2023	DD1015	Mathew Hart	Direct Deposit	0.00		14.00
Paycheck	02/28/2023	DD1016	Travis Jensen	Direct Deposit	0.00		14.00
Liability Check	03/30/2023		QuickBooks Payroll Service	Fee for 4 direct deposit(s) at \$1.75 each	7.00		21.00
Paycheck	03/31/2023	DD1017	Calvin Brown	Direct Deposit	0.00		21.00
Paycheck	03/31/2023	DD1018	Ephram Glass	Direct Deposit	0.00		21.00
Paycheck	03/31/2023	DD1019	Mathew Hart	Direct Deposit	0.00		21.00
Paycheck	03/31/2023	DD1020	Travis Jensen	Direct Deposit	0.00		21.00
Total 54000 · Payroll Expenses - Other					21.00	0.00	21.00
Total 54000 · Payroll Expenses					204.60	0.00	204.60
<b>57000 · Professional Services Fees</b>							
<b>57020 · Legal Expenses</b>							
General Journal	01/31/2023	JanAccru...		Jan Legal Fees	19,712.39		19,712.39
General Journal	02/01/2023	JanAccru...		Jan Legal Fees		19,712.39	0.00
Bill	02/01/2023	144420	Ireland Stapleton Pryor & P...	January Statement for all Non Retainer Matt...	19,712.39		19,712.39
Bill	02/28/2023	145113	Ireland Stapleton Pryor & P...	February Statement for all Non Retainer Ma...	6,472.32		26,184.71
Bill	03/31/2023	145800	Ireland Stapleton Pryor & P...	Billed Through 03/31/2023	9,473.49		35,658.20
Total 57020 · Legal Expenses					55,370.59	19,712.39	35,658.20
<b>57030 · Accounting Services</b>							
General Journal	01/31/2023	JanAccru...		Jan Accounting Fees	2,910.46		2,910.46
General Journal	02/01/2023	JanAccru...		Jan Accounting Fees		2,910.46	0.00
Bill	02/02/2023	5605	Gemsbok Consulting Inc.	January Accounting Services	2,910.46		2,910.46
Bill	02/28/2023	5627	Gemsbok Consulting Inc.	February Services	3,622.80		6,533.26
Bill	03/31/2023	5648	Gemsbok Consulting Inc.	March 2023	4,459.20		10,992.46
Total 57030 · Accounting Services					13,902.92	2,910.46	10,992.46
<b>57040 · District Management</b>							
Bill	01/31/2023	01/31/2023	Special District Manageme...	January 2023 District Management Fees	17,190.55		17,190.55
Bill	02/28/2023	02/28/2023	Special District Manageme...	February 2023 District Management Fees	9,000.28		26,190.83
Bill	03/31/2023	03/31/23	Special District Manageme...	March 2023 District Management Fees	11,176.85		37,367.68
Total 57040 · District Management					37,367.68	0.00	37,367.68
Total 57000 · Professional Services Fees					106,641.19	22,622.85	84,018.34
<b>62000 · Repairs and Maintenance</b>							
<b>62010 · General Repairs and Maintenance</b>							
Bill	03/01/2023	95294	Good Plumbing Service	Winterization for season 7671 N Rampart R...	325.00		325.00
Total 62010 · General Repairs and Maintenance					325.00	0.00	325.00
<b>62020 · Utility Locate</b>							
Bill	01/31/2023	223011129	Utility Notification Center of...	RTL Transmission	64.50		64.50
Bill	02/28/2023	223021113	Utility Notification Center of...	RTL Transmissions	99.33		163.83
Bill	02/28/2023	27220	Diversified Underground	February Utility Locates	785.00		948.83
Total 62020 · Utility Locate					948.83	0.00	948.83
Total 62000 · Repairs and Maintenance					1,273.83	0.00	1,273.83
<b>64000 · Landscape Expenses</b>							
<b>64010 · Landscape Repairs and Maint</b>							
Bill	02/15/2023	021523 ...	Metco Landscape, LLC		929.86		929.86
Bill	02/28/2023	2008611	Consolidated Divisions Inc	February T&M	1,941.86		2,871.72
Total 64010 · Landscape Repairs and Maint					2,871.72	0.00	2,871.72

Roxborough Village Metro District  
General Fund Profit & Loss Detail

January through March 2023

Type	Date	Num	Name	Memo	Debit	Credit	Balance
<b>64040 · Landscape Contract</b>							
General Journal	01/31/2023	JanAccru...		Jan Landscape Contract	8,566.77		8,566.77
Bill	02/01/2023	2007915	Consolidated Divisions Inc	January Maintenance	8,566.77		17,133.54
General Journal	02/01/2023	JanAccru...		Jan-Mar Landscape Contract		8,566.77	8,566.77
Bill	02/28/2023	2008592	Consolidated Divisions Inc	February Maintenance	8,566.77		17,133.54
Bill	03/24/2023	2008854	Consolidated Divisions Inc	March Maintenance	8,566.77		25,700.31
Total 64040 · Landscape Contract					34,267.08	8,566.77	25,700.31
Total 64000 · Landscape Expenses					37,138.80	8,566.77	28,572.03
<b>65000 · Playground &amp; Infrastructure Exp</b>							
<b>65030 · Graffiti Removal /Vandalism Exp</b>							
Bill	01/12/2023	2007690	Consolidated Divisions Inc	Graffiti Removal	4,255.45		4,255.45
Total 65030 · Graffiti Removal /Vandalism Exp					4,255.45	0.00	4,255.45
Total 65000 · Playground & Infrastructure Exp					4,255.45	0.00	4,255.45
<b>68000 · Parks &amp; Open Space Expense</b>							
<b>68010 · Foothills Park &amp; Rec Fees</b>							
Bill	01/31/2023	SALES00...	Foothills Park & Recreation...	January 2023 Resident Use	2,033.76		2,033.76
Bill	02/28/2023	34725	Foothills Park & Recreation...	February 2023 Resident Use	1,161.67		3,195.43
Bill	03/31/2023	SALES00...	Foothills Park & Recreation...	March 2023 Resident Use	1,414.21		4,609.64
Total 68010 · Foothills Park & Rec Fees					4,609.64	0.00	4,609.64
<b>68025 · Water Expense</b>							
Check	01/17/2023		Roxborough Water & Sanit...		195.00		195.00
Check	01/17/2023		Roxborough Water & Sanit...		97.50		292.50
Check	01/17/2023		Roxborough Water & Sanit...		110.50		403.00
Check	01/17/2023		Roxborough Water & Sanit...		798.35		1,201.35
Check	01/17/2023		Roxborough Water & Sanit...		97.50		1,298.85
Check	02/15/2023		Roxborough Water & Sanit...		875.33		2,174.18
Check	02/15/2023		Roxborough Water & Sanit...		195.00		2,369.18
Check	02/15/2023		Roxborough Water & Sanit...		110.50		2,479.68
Check	02/15/2023		Roxborough Water & Sanit...		97.50		2,577.18
Check	02/15/2023		Roxborough Water & Sanit...		97.50		2,674.68
Bill	02/24/2023	022023	Roxborough Water & Sanit...	Service Period 1/25/23 - 2/24/23	97.50		2,772.18
Bill	03/15/2023		Roxborough Water & Sanit...		97.50		2,869.68
Bill	03/15/2023		Roxborough Water & Sanit...		110.50		2,980.18
Bill	03/15/2023		Roxborough Water & Sanit...		195.00		3,175.18
Bill	03/15/2023		Roxborough Water & Sanit...		875.33		4,050.51
Total 68025 · Water Expense					4,050.51	0.00	4,050.51
<b>68050 · Portable Restroom Exp.</b>							
Bill	01/04/2023	INV-0132...	United Site Services	January Services	444.44		444.44
Bill	01/04/2023	INV-0132...	United Site Services		444.93		889.37
Total 68050 · Portable Restroom Exp.					889.37	0.00	889.37
<b>68070 · Snow Removal Expense</b>							
Bill	01/03/2023	2007737	Consolidated Divisions Inc	Storm Cycle 01/02/23-01/03/23	5,599.00		5,599.00
Bill	01/28/2023	2008157	Consolidated Divisions Inc	Storm Cycle 1/22/23 to 1/28/23	5,590.00		11,189.00
Bill	01/31/2023	2007811	Consolidated Divisions Inc	Snow remediation 1.04 - 1.14	12,847.00		24,036.00
General Journal	01/31/2023	JanAccru...		Jan Snow Removal Services	27,009.00		51,045.00
General Journal	02/01/2023	JanAccru...		Jan Snow Removal Services		27,009.00	24,036.00
Bill	02/01/2023	2008022	Consolidated Divisions Inc	Storm Cycle 1/17/23 to 1/19/23	25,151.00		49,187.00
Bill	02/01/2023	2008071	Consolidated Divisions Inc	Post storm ice and snow mit. 1/20/23 to 1/2...	1,858.00		51,045.00
Bill	02/04/2023	2008262	Consolidated Divisions Inc	Storm Cycle 01/29/23 - 02/04/23	6,196.00		57,241.00
Bill	02/16/2023	2008462	Consolidated Divisions Inc	Storm Cycle: 02/14/23 to 02/16/23	13,697.97		70,938.97
Bill	02/18/2023	2008508	Consolidated Divisions Inc	Post-storm snow and ice mitigation 2/17/23-...	10,051.26		80,990.23
Bill	02/24/2023	2008691	Consolidated Divisions Inc	Storm Cycle 02/19/23 to 02/24/23	300.00		81,290.23
Total 68070 · Snow Removal Expense					108,299.23	27,009.00	81,290.23
Total 68000 · Parks & Open Space Expense					117,848.75	27,009.00	90,839.75
Total Expense					281,605.88	58,198.62	223,407.26
Net Ordinary Income					281,605.88	549,178.69	267,572.81
<b>Net Income</b>					<b>281,605.88</b>	<b>549,178.69</b>	<b>267,572.81</b>

**Graffiti**

The Board requested the SDMS gather additional information about companies and pricing for graffiti removal and vandalism clean-up in the District. We worked to identify highly rated companies that serve the area, including LMI, the previous provider for the District. Below is information provided by the companies we contacted and a chart for your reference.

**CID**

Mobilization – N/A

Landscape Foreman \$80.00/hour

Skilled Labor \$52.00/hour

**LMI Inc.**

Mobilization - \$100-\$250 per Unit

Technician - \$95-\$125/hour

Additional Technician – \$65/hour

**Wash on Wheels**

Does not have hourly rates. Bids and completes work on a per job basis.

<b>Company</b>	<i>Mobilization Fee</i>	<i>Foreman/Tech</i>	<i>Additional Tech</i>	
CDI	N/A	\$80/hr.	\$52/hr.	
LMI	\$100-\$250 per	\$95-\$125/hr.	\$65/hr.	
WoW	Starts at \$179	N/A	N/A	Per job estimates only

**From:** [Brent Haase](#)  
**To:** [Larry Loften](#)  
**Cc:** [Peggy Ripko](#); [Lightning Mobile Services](#); [Jason Kracke](#)  
**Subject:** RE: Roxborough Village - Graffiti Removal  
**Date:** Friday, March 17, 2023 9:25:24 AM  
**Attachments:** [image001.png](#)  
[Service Ticket 3840 Shauna DAMato CliftonLarsonAllen LLP Completed.pdf](#)

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Good morning Larry,

Thank you for reaching out and I apologize for the delay in responding as I have been out of town this week.

To begin with, yes we would be interested in continuing to provide graffiti removal and pressure washing services to Roxborough Village Metropolitan District. I say continuing as we were providing these services to the community through CliftonLarsonAllen LLP prior. Below are our time and material rates for graffiti removal:

### **GRAFFITI REMOVAL**

Chemical Removal:

- \$100.00 – Mobilization per Unit (w/in Denver Metro Area)
- \$95.00/Hour – Mobile Hot Water Pressure Washing Unit w/ (1) Technician
- \$65.00/Hour – Additional Technician
- \$35.00/Gallon – Most Graffiti Removers

Paint Match:

- \$100.00 – Mobilization per Unit (w/in Denver Metro Area)
- \$95.00/Hour – Mobile Graffiti Removal Unit w/ (1) Technician
- \$65.00/Hour – Additional Technician
- \$75.00/Gallon – Color Matching Paint
- Sundries such as brushes, rollers, trays, etc. charged at cost plus 15%

Soda Blasting:

- \$250.00 – Mobilization per Unit (w/in Denver Metro Area)
- \$125.00/Hour – Mobile Blasting Unit w/ (1) Technician
- \$65.00/Hour – Additional Technician
- \$35.00/Bag – Per 50.0lb Bag of Sodium Bi-Carbonate or Crushed Glass
- Sundries such as tape, sheet plastic, etc. charged at cost plus 15%

Responses to questions below are highlighted in **GREEN**:

1. What is your hourly rate and does it vary based on type of graffiti, location, etc. **Please see above for rates and yes the type of graffiti/location/etc. will dictate which process/materials/equipment is the best to utilize for the given conditions.**
2. What products do you use for graffiti removal and are they environmentally friendly? **We utilize chemicals, paints/stains as well as sodium bi-carbonate (“soda”) and crushed glass. The majority are environmentally friendly and those that are not are only when they are in concentration, however become environmentally friendly once applied and diluted with**

water upon removal.

3. What is your general turn-around for responding to and removing graffiti? We meet the expectations of the request. So anywhere from within an hour or two for emergencies such as profanities, vulgar/phallic/etc., gang related, etc. to a few days for non-urgent graffiti. We pride ourselves on being responsive.
4. Are you willing/able to provide photographs of before and after the removal? Yes and this is always included with any project we perform. Jason Kracke, our operations manager, will follow up with a picture report with 1-2 days of completion. An example of one of these reports is attached for your review.

Again thank you for the opportunity and please let us know if there is anything else we may do to earn your and Roxborough Village Metropolitan District's business.

Thank you,

**Brent Haase**

*President*

Lightning Mobile Services | 9752 East Hanover Court | Commerce City, CO | 80640

303.595.9559 (Office) | 720.576.0501 (Direct) | 303.968.8772 (Cell)

[Brent.Haase@lminc.net](mailto:Brent.Haase@lminc.net) | <https://LightningMobileInc.com>



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**From:** Larry Loften <lloften@sdmsi.com>  
**Sent:** Wednesday, March 15, 2023 12:55 PM  
**To:** Brent Haase <Brent.Haase@lminc.net>  
**Cc:** Peggy Ripko <pripko@sdmsi.com>  
**Subject:** Roxborough Village - Graffiti Removal

Good afternoon,

I am one of the District Managers for the Roxborough Village Metropolitan District. The Board of Directors has asked me to reach out to you about your rates for graffiti removal. Specifically:

1. What is your hourly rate and does it vary based on type of graffiti, location, etc.
2. What products do you use for graffiti removal and are they environmentally friendly?
3. What is your general turn-around for responding to and removing graffiti?
4. Are you willing/able to provide photographs of before and after the removal?

Please let me know if this is something you are interested in exploring, and/or would like to discuss further. I look forward to your response.

Have a good day and be well.

*Larry Loften*

**Special District Management Services, Inc.**

141 Union Boulevard, Suite 150

Lakewood, CO 80228-1898

[lloften@sdmsi.com](mailto:lloften@sdmsi.com)

Phone: 303-987-0835

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**From:** [James Martinez](#)  
**To:** [Larry Loftin](#)  
**Subject:** Graffiti removal.  
**Date:** Tuesday, March 28, 2023 5:09:28 PM

---

Hi Larry.

I received your message about needing information about our graffiti removal prices and methods.

Our price usually starts about \$179.00 and go up from there. It depends on the size of the tag and what surface the tag is on.

Each job is quoted accordingly. There is no set price per hour.

We use a variety of products depending on the specific job. All products are bio-degradable.

We strive to give graffiti jobs a higher priority because their quick removal can discourage more tagging.

Usually within a few days we are removing it.

We usually take before and after shots of every graffiti job we do and can email them to you.

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

Thanks.

James Martinez  
Quality Manager  
[James@washonwheels.net](mailto:James@washonwheels.net)

Wash On Wheels - "Guaranteed Service Since 1985"  
3340 S. Quivas St.  
Englewood, CO 80110  
Cell 303-330-8731  
Office 303-937-7181  
Fax 303-975-9353

[www.washonwheels.net](http://www.washonwheels.net)

Wash On Wheels is a 35-year old  
SBE certified pressure wash company  
with an A+ rating from the Denver/Boulder BBB.

We clean cars, trucks, boats, heavy equipment,  
buildings, trash chutes, sidewalks, and parking garages.  
We also remove graffiti, and clean up emergency grease,  
oil, and hydraulic spills with EPA required water recovery.

Need something else cleaned? Just give us a call.



# Bailey Tree LLC

1801 W. Union Ave.  
Englewood, CO 80110  
720-940-6519

## Roxborough 2023 Tree Service Proposal.

- 1.) Small Willow, **cut back** along trail behind 8483 Liverpool Cir 80125 **\$75**
- ★ 2.) Village Circle West, **Class 2 Prune** all trees as needed, **\$12,000**  
*Class 2 Prune: Remove all dead, dying, diseased, cracked or broken branches, crossing and interfering limbs 1" diameter and over, lighten ends as needed. Allow for 13'6" clearance over roadways and 8' of clearance over sidewalks. Also, clear buildings by 2-3 feet on the side and 6 feet over the roof.*
- 3.) **Remove** Cottonwood at S.W. corner of Ellison and VCW **\$1200/200** (Removal/grind)
- 4.) Park between VCW and Kyle Way, North of Stacy Pl. (7915 VCW) & Across VCW to park area on East side VCW **Class 2 Prune** all trees **\$3000**, and **remove** Cottonwood in West section **\$1650/400** (Removal/grind)
- 5.) **Class 2 Prune** Cottonwood at the North end of Turkey Rock Rd by 7486 Turkey Rock Rd. **\$500**
- 6.) **Class 2 Prune** Cottonwood at the North end of Eagle Rock Dr. **\$950** (7495 Eagle Rock Dr.)
- 7.) Also, **Class 2 Prune** the Maple in the rocks at the South end of the cul-de-sac (7495 Eagle Rock dr.) **\$600**
- 8.) Chatfield Farms Park, **Class 2 prune** all trees as needed. **\$1200**
- 9.) Chatfield Farms Park, **remove** dead tree by mailboxes **\$300/150** (Removal/grind)
- 10.) Chatfield Farms Park, **remove 2** dead trees North side of park out by pathways close to street. **\$250/200** (Removal/grind)
- 11.) **Class 2 Prune** Cottonwood at North end of Kicking Horse Ct (8517 Kicking Horse Ct. 80125) **\$600**
- 12.) Tennis Court Parking Lot, **Class 2 prune** trees around d parking lot and court. **\$1600**
- 13.) Tennis Court Parking Lot, **Remove** dead Pine **\$150/115** (Removal/grind)
- 14.) South end of RRR, West space between homes and street (6840 Blue Mesa Way 80125 backs the area) **Remove 7** small dead trees and dead trees thrown into area by homeowners. No stump grinding. **\$450**
- 15.) South end of RRR, West space between homes and street (6840 Blue Mesa Way 80125 backs the area) **Class 2 Prune** trees in area. (Not including trees growing into power lines, Xcel will cut these back) **\$1200**
- 16.) Large Parking Lot by Basketball court, **Class 2 Prune** all trees around parking lot, basketball court, volleyball court, and skate park. **\$2400**
- 17.) Large Parking Lot by Basketball court, **remove 5** small dead trees between parking lot and street. **\$200/200** (Removal/grind)

- 18.) West RRR ROW between VCW and Safeway, between fence and street. **Class 2 Prune** all trees as needed. **\$3400**
- 19.) West RRR ROW between VCW and Safeway, between fence and street. Behind home at 10024 Westside Cir 80125. **Remove** dying Pine **\$600/200** (Removal/grind) *We will use a small service truck to access the trees in this task(19) and the previous task(18). We will not replace cracked concrete if we service this area (highly unlikely). However, if this is a concern, we can postpone servicing this area until construction with lane closure on RRR is complete so we can close a lane down for a service truck to work on this area.*
- 20.) **Stumps** on VW, backs 7687 Haleys Dr 80125 **\$150**
- ★ 21.) VCE. **Class 2 Prune** all trees along VCE as needed. **\$8800**  
*Class 2 Prune: Remove all dead, dying, diseased, cracked or broken branches, crossing and interfering limbs 1" diameter and over, lighten ends as needed. Allow for 13'6" clearance over roadways and 8' of clearance over sidewalks. Also, clear buildings by 2-3 feet on the side and 6 feet over the roof.*
- 22.) Green Space along Dove Tail Way, **Prune** out dead branches from small Maples **\$400**
- 23.) **Remove** dead tree at NE corner of VCE & Red Fox Way **\$300/115** (Removal/grind)
- 24.) VCE Across from Elk Mtn Cir by Dog Poo station **\$150/115** (Removal/grind)
- 25.) 2 dead Sumacs on VCE Across from Elmwood St, behind grasses **\$150/115** (Removal/grind)
- 26.) Northside of VCE, West of Cougar Ln, dead Plum **\$150/115** (Removal/grind)
- 27.) Northside of VCE, West of Cougar Ln, tortured Pine **\$200/125** (Removal/grind)
- 28.) Dead Pine behind the Arrowhead Shores sign on the North side of VCE **\$150/115** (Removal/grind)
- 29.) Dead Tree, SW corner of 9840 Fox Den Dr. 80125 in greenspace. **\$350/115** (Removal/grind)
- 30.) Mule Deer Park by 7872 Mule Deer Pl 80125, 2 Ash, **Class 2 Prune**. **\$800**
- 31.) **Stump** in Park in SW corner of Crystal lake. Stump is in Rock area by itself. **\$300**
- 32.) Trees at Crystal Lake park (SW corner of lake) **Class 2 prune** bigger trees as needed(not including shrub trees) **\$1800**
- ★ 33.) Trail around Crystal Lake, including connecting side trails from community areas. **Class 2 prune** all trees as needed, not including scrub willow along lake. **\$6600** (UTV and trailer needed to travel around lake and to haul debris to the service vehicle.)
- 34.) Path between Bison Ct and Crystal Lake Ct by 7611 Bison Ct, 3 Ash **Class 2 Prune** **\$1200**
- 35.) Continuing along the pathway, across the street to the West from #34, **Class 2 Prune** trees on this pathway **\$1200**

## Totals:

Class 2 Prunes: **\$45,925**

Removals: **\$6110**

Stump Grinds: **\$2280**

Grand Total: **\$54,315**



Bailey Tree LLC

1801 W. Union Ave.  
Englewood, CO 80110  
720-940-6519

### Roxborough 2023 Tree Service Proposal

The tree mapping company that was out earlier this year recommended disease and pest control for the community trees. He noted damage to the trees and recommended maintaining them rather than letting them die and replacing them with a monoculture of native trees.

Please let me know if the Board agrees with this assessment and would like a proposal for the disease and pest control of their community trees.

Currently the only Plant Health Care service we perform at Roxborough is Spring and Fall fertilization.

The proposal to continue this service in **2023 is \$12,850.00**(Total for both spring and fall **fertilization**)

Additional services we can offer:

- Leaf/needle eater protection for all trees
- Bark/trunk borer protection for Pines and Ash
- Deep Root Watering for all trees (except Pinion Pines)

Let me know if you want to pursue any of these services or if you just have questions about them.

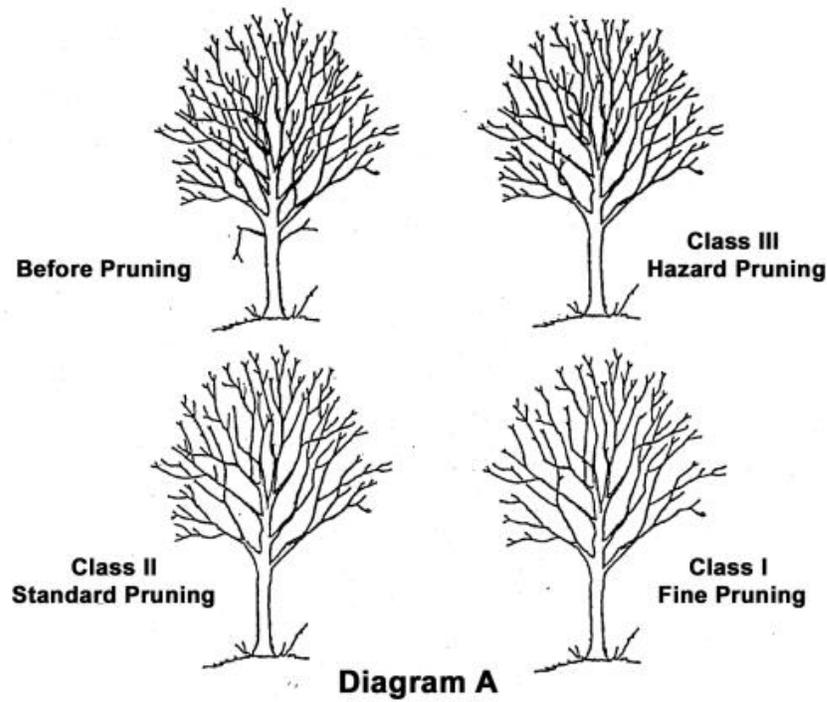








## Tree Pruning Information



### **CLASS II -- STANDARD PRUNING**

Standard pruning is recommended where aesthetic considerations are secondary to structural integrity and tree health concerns. Standard pruning shall consist of the removal of dead, dying, diseased, decaying, interfering, objectionable, obstructing, and weak branches, as well as selective thinning to lessen wind resistance. The removal of such described branches is to include those on the main trunks, as well as those inside the leaf area (see Diagram A). An occasional undesirable branch up to one inch in diameter may; remain within the main leaf area where it is not practical to remove it

### **CLASS III -HAZARD**

Hazard Pruning is recommended where safety considerations are paramount. Hazard Pruning shall consist of the removal of dead, diseased, decayed, and obviously weak branches, two inches in diameter or greater (see Diagram A).

Client	3/15/2023
Roxborough Village 7671 N Rampart Range Rd Littleton, CO 80125	Proposal #: 20064090-1678894772 Account #: Mobile: (303) 987-0835 Email: lloften@sdmsi.com

Tree Care	Service Period	Price	Tax	Total
<input type="checkbox"/> Tree Pruning		\$35,000.00		\$35,000.00

Class 2 Prune the following trees:

- All trees along Village Circle West
- All trees in park between Village Circle West and Kyle Way
- Cottonwood at North end of Turkey Rock Road
- Cottonwood at north end of Eagle Rock Drive
- Maple in rocks near 7495 Eagle Rock Drive
- All trees in Chatfield Farms Park
- Cottonwood at North end of Kicking Horse Court
- All trees around Tennis court and associated parking lot
- Trees in South end of Rampart Range Road, the west space between homes and street (6840 Blue Mesa Way back the area)
- All trees around skate park, basketball court, volleyball court, and associated parking lots
- All trees on West side of Rampart Range Road between north end of Village Circle West Safeway (Between fence and street)
- All trees along Village Circle East
- 2 Ash trees in Mule Deer Park
- Larger trees in Southwest corner of Crystal Lake Park
- All trees along trail around Crystal Lake including connecting side trails from community areas
- All trees along path between Bison Ct and Crystal Lake Ct

Remove the following trees by cutting to low stump:

- Cottonwood at Southwest corner of Ellison Village Circle West
- Dead tree by mailboxes at Chatfield Farms Park
- 2 Dead Trees at north side of Chatfield Farms Park by pathways close to street
- Dead Pine by Tennis court parking lot
- 7 small dead trees in South end of Rampart Range Road, the west space between homes and street (6840 Blue Mesa Way back the area) \*No Stump Grinding\*
- 5 small dead trees near parking lot by basketball court
- Dying Pines along Rampart Range Road behind home at 10024 Westside Circle
- Dead tree at Northeast corner of Village Circle East & Red Fox Way
- Dead tree along Village Circle East across from Elk Mountain Circle
- 2 dead sumacs along Village Circle East across from Elmwood Street
- Dead plum and dying pine along Village Circle East, west of Cougar Ln
- Dead Pine behind the Arrowhead Shores sign on the north side of Village Circle East
- Dead tree in greenspace in south west corner of 9840 Fox Den Drive

Additional work to be done:

- Cut back small willow along trail behind 8483 Liverpool Circle
- Remove dead branches from small maples in green space along Dove Tail way



Client	3/15/2023
Roxborough Village 7671 N Rampart Range Rd Littleton, CO 80125	Proposal #: 20064090-1678894772 Account #: Mobile: (303) 987-0835 Email: lloften@sdmsi.com

	Service Period	Price	Tax	Total
<input type="checkbox"/> Stump Grinding		\$2,500.00		\$2,500.00
Remove stumps in locations listed above as well as: - Stumps along Village Circle West (the back side of 7687 Haleys Drive) - Stump in Southwest corner of Crystal lake park (in the rocks by itself)  - Grind to 6-8 inches below grade and some debris is left behind for backfill - *Public utility line locate must be performed prior to work being scheduled to mark underground lines. This is set up through Davey at no additional charge. All private lines are the responsibility of the owner, i.e. sprinkler lines, landscape lighting, fireplace/grill gas lines, etc. Call with any questions.* Davey Tree is not responsible for the repairs needed to irrigation due damage cause by the stump grinding process.				

Yes, please schedule the services marked above.

**ACCEPTANCE OF PROPOSAL:** The above prices and conditions are hereby accepted. You are authorized to do this work as specified. I am familiar with and agree to the terms and conditions appended to this form. All deletions have been noted. I understand that once accepted, this proposal constitutes a binding contract. This proposal may be withdrawn if not accepted within 30 days.

 <i>Wiley Schatz</i> <hr/> Wiley Schatz CO Applicator Certified # 37363 ISA Certified Arborist RM-8548A	<hr/> Authorization	<hr/> Date
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## Client Guarantee

We use quality products that are administered by trained personnel. We guarantee to deliver what we have contracted to deliver. If we do not, we will work with you until you are satisfied, or you will not be charged for the disputed item. Our Client Care Guarantee demonstrates our commitment to creating lifelong client relationships.

### Tree Care

**PRUNING:** Performed by trained arborists using industry and Tree Care Industry Association (TCIA) approved methods.

**TREE REMOVAL:** Removal to within 6" of ground level and cleanup of debris.

**STUMP REMOVAL:** Mechanical grinding of the visible tree stump to at or just below ground level. Stump area will be backfilled with stump chips and a mound of remaining chips will be left on site unless otherwise stated in the contract. Chip removal, grading and soil backfill are available.

**CLEAN-UP:** Logs, brush, and leaves, and twigs large enough to rake are removed. Sawdust and other small debris will not be removed.

**CABLING/BRACING:** Cabling and bracing of trees is intended to reduce damage potential. It does not permanently remedy structural weaknesses, is not a guarantee against failure and requires periodic inspection.

### Tree and Shrub Fertilization/SoilCare

Your arborist will assess your property's overall soil conditions either through physical assessment or through soil testing and will recommend a soil management program to help the soil become a better medium to enable healthy plants to thrive or unhealthy plants to regain their vitality. SoilCare programs will include fertilizers, organic humates, fish emulsions and other organic soil conditioners.

Our advanced formula, Arbor Green PRO, works with nature to fertilize without burning delicate roots, building stronger root systems and healthier foliage. It contains no chlorides or nitrates. It is hydraulically injected into the root zone and the nutrients are gradually released over time. Research and experience shows the dramatic benefits Arbor Green PRO provides: greater resistance to insects and diseases, greater tolerance to drought stress, increased vitality, and healthier foliage.

### Tree and Shrub Plant Health Care

**PRESCRIPTION PEST MANAGEMENT:** Customized treatments to manage disease and insect problems specific to plant variety and area conditions. Due to the short term residual of available pesticides, repeat applications may be required.

**INSECT MANAGEMENT:** Inspection and treatment visits are scheduled at the proper time to achieve management of destructive pests. Pesticides are applied to label specifications.

**DISEASE MANAGEMENT:** Specific treatments designed to manage particular disease problems. Whether preventative or curative, the material used, the plant variety being treated, and the environmental conditions all dictate what treatment is needed.

EPA approved materials will be applied in accordance with State and Federal regulations.

### Lawn Care

**FERTILIZER AND MECHANICAL SERVICES:** Balanced fertilizer treatments applied throughout the growing season help provide greener turf color and denser root development. To help bring about a better response to these applications, we also provide aeration, lime, overseeding, and lawn renovation.

**WEED CONTROL AND PEST MANAGEMENT:** Broadleaf weed control is applied either as a broadcast or a spot treatment. Granular weed management may be broadcast. We also offer pre-emergent crabgrass management in the spring and, if needed, a post emergent application later in the year. Our surface insect management is timed to reduce chinch bugs, sod webworms, and billbugs. We also offer a grub management application. Disease management materials and treatments are matched to particular disease problems. This usually requires repeat applications.

### Other Terms and Contract Conditions

**INSURANCE:** Our employees are covered by Worker's Compensation. The company is insured for personal injury and property damage liability. Proof of insurance can be verified by requesting a copy of our Certificate of Insurance.

**WORKING WITH LIVING THINGS:** As trees and other plant life are living, changing organisms affected by factors beyond our control, no guarantee on tree, plant or general landscape safety, health or condition is expressed or implied and is disclaimed in this contract unless that guarantee is specifically stated in writing by the company. Arborists cannot detect or anticipate every condition or event that could possibly lead to the structural failure of a tree or guarantee that a tree will be healthy or safe under all circumstances. Trees can be managed but not controlled. When elevated risk conditions in trees are observed and identified by our representatives and a contract has been signed to proceed with the remedial work we have recommended, we will make a reasonable effort to proceed with the job promptly. However, we will not assume liability for any accident, damage or injury that may occur on the ground or to any other object or structure prior to us beginning the work. Site inspections do not include internal or structural considerations unless so noted. Unless otherwise specified, tree assessment will not include investigations to determine a tree's structural integrity or stability. We may recommend a Risk Assessment be conducted for an additional charge.

**TREE CARE STANDARDS:** All work is to be performed in accordance with current American National Standards Institute (ANSI) Standard Practices for Tree Care Operations.

**OWNERSHIP OF TREES/PROPERTY:** Acceptance constitutes a representation and warranty that the trees and property referenced in this quote are either owned by the signee or that written permission has been received to work on trees which are not on the signee's property.

**TIME & MATERIAL (T&M):** Jobs performed on a T&M basis will be billed for the time on the job (not including lunch break), travel to and from the job, and materials used.

**BILLING & SALES TAX:** All amounts deposited with us will either be credited to your account or applied against any amounts currently due. Our invoices are due net 30 days from invoice date. Services may be delayed or cancelled due to outstanding account balances. Sales tax will be added as per local jurisdiction. Clients claiming any tax exempt status must submit a copy of their official exempt status form including their exemption number in order to waive the sales or capital improvement tax.

**PAYMENT:** We accept checks and credit cards. Credit card payments may be made online at our web site. Paying by check authorizes us to send the information from your check to your bank for payment.

**UNDERGROUND PROPERTY:** We are not responsible for any underground property unless we have been informed by you or the appropriate underground location agency.

**SCHEDULING:** Job scheduling is dependent upon weather conditions and work loads.



SavATree Centennial Office  
 15558 East Hinsdale Circle,  
 Centennial CO 80112  
 P: 303-369-1382  
 E: Centennial@savatree.com

# Estimate

**Prepared By:** David Entwistle  
 ISA Certified Arborist  
 dentwistle@savatree.com

## Prepared for

Larry Loften Roxborough Village Metropolitan District C/o Special District Management Services, Inc.

## Service Address:

Roxborough Village Metropolitan District  
 8375 N Rampart Range Rd, Littleton CO 80125

## Account Key:

5760522

**Date:** 3/3/2023

**Estimate #:** 879334

**Billing Key:** 7550477

## Recommendations

### General Tree Care

#### Commercial Tree Maintenance - IV

**\$60,336.00**

Hello Larry, here is the tree care proposal you requested. Please let me know if you have any questions and/or would like to meet on site.

The term Natural pruning used as pruning specs are as follows: Pruning out deadwood 1" in diameter and larger, thin crowns 10-15%

and perform reduction cuts of up to 5" in diameter to reduce weight on lateral limbs, clear from structures and to restore trees to a shape typical of the species. Prices include clean up of resulting debris.

Village circle west

Natural prune the following trees

42 ash trees = 12,655.00

11 locust trees = 4,990.00

7 linden trees = 1,235.00

4 silver maples = 1,080.00

Total = 19,960.00

Park north of 7915 Stacy pl

Natural prune 8 ash trees = 1,935.00

Cut to low stump 1 cottonwood at the SW corner of Village circle west and Ellison = 640.00

Park east side of Village circle west

Natural prune 9 ash trees = 2,340.00

Cut to low stump 1 cottonwood at the north end of Turkey Rd (use 7486 Turkey rock rd) = 390.00

Natural prune 1 cottonwood at the north end of Eagle rock dr = 975.00

Prune out 1 damaged 8" diameter spar and Natural prune 1 autumn blaze maple in rock area north of 7474 Eagle rock rd = 435.00

Chatfield parks farm park

Cut to low stump 1 dead ash tree next to mail kiosk = 55.00

Cut to low stump 1 dead crabapple at north end = 170.00

Natural prune 4 crabapples = 695.00

Natural prune 6 ash trees = 580.00  
 Natural prune 1 cottonwood next to 8517 Kicking horse Ct = 765.00

Tennis court area  
 Natural prune 5 ash trees = 1,285.00  
 Cut to low stump 1 dead pine tree = 45.00

Recreation pkg lot  
 Natural prune 4 pear trees = 785.00  
 Natural prune 2 ash trees = 495.00

Basketball and skate park area  
 Natural prune 2 locust trees = 975.00  
 Natural prune 1 ash tree = 55.00  
 Natural prune 2 crabapples = 325.00

Volleyball court area  
 Natural prune the following trees  
 5 ash trees = 1,640.00  
 3 locust trees = 1,295.00  
 2 maple trees = 355.00  
 1 cottonwood 170.00

Rampart range road between fence and street, between Safeway shopping center to Village circle west  
 Natural prune 8 ash trees = 2,690.00  
 Cut to low stump 1 dead 12" diameter pine next to street = 215.00

East of 7211 Bison Ct  
 natural prune 3 ash trees = 1,245.00  
 west side of 7211 Bison ct  
 Natural prune 2 large hawthorns = 540.00

Trees next to Village circle east  
 Cut to low stumps 1 dead maple and 2 dead Canadian cherry trees = 185.00  
 Natural prune the following trees  
 8 maple trees (some do not need to be pruned) = 1,285.00  
 16 ash trees (several do not need to be pruned) = 3,690.00  
 10 hawthorns = 960.00

Prune out deadwood 1/2" in diameter and larger from 7 young maple trees on either side of Dovetail trail = 385.00  
 Cut to low stumps the following trees  
 2 sumacs along Village circle east, across from Elmwood street = 65.00  
 North side of village circle east, west of Cougar lane, 1 dead pine tree = 60.00  
 North side of Village circle east, at the corner of fox den dr 1 dead pine behind sign = 65.00  
 SW corner of 9840 Fox den dr 1 ash tree 265.00

Crystal lake\*  
 Natural prune the following trees  
 8 ash trees = 1,875.00  
 2 cottonwoods = 1,780.00  
 5 locust trees = 2,295.00  
 6 crabapples = 1,015.00  
 6 large hawthorns = 1,575.00  
 Crystal lake park

Natural prune the following trees

4 locust trees = 680.00

7 Canadian cherry trees = 780.00

Total for pruning and removals = \$58,015.00

Hazard: Deadwood

Hazard: Cracks

Hazard: Pedestrians

Obstacle: Busy Street

**General Tree Care \$60,336.00**

**TOTAL**

General Tree Care \$58,015.00

Fuel Surcharge \$2,321.00

**Note: Included in this program is 1 service for a total of \$60,336.00.**

This proposal has been provided to you on a confidential basis. We kindly request that neither this proposal nor any of its contents be reproduced or shared with any competitor without the prior written consent of SavATree.

Sales tax, if applicable, will be added to the amounts of this estimate per your local and state tax jurisdiction.

If you wish to pay via credit card, please click link to pay. A deposit of 50% may be required prior to the commencement of General Tree Care work. Thank you!

[\\$29007.5 Pay](#)

By paying a deposit, I authorize the work described above and agree to the [terms and conditions](#).

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## OUR UNCONDITIONAL GUARANTEE

Should our service fall short of your expectations, please contact us immediately and we will do everything we can to make it right. Rev. 10-01-2021 aso-pdf

## Fully Licensed & Insured

## Tree Care Industry Accredited



[Testimonials](#)

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

[VIEW FULL TERMS AND CONDITIONS](#)



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# Estimate

**Prepared By:** David Entwistle  
 ISA Certified Arborist  
 dentwistle@savatree.com

## Prepared for

Larry Loften Roxborough Village Metropolitan District C/o Special District Management Services, Inc.

## Service Address:

Roxborough Village Metropolitan District  
 8375 N Rampart Range Rd, Littleton CO 80125

## Account Key:

5760522

**Date:** 3/3/2023

**Estimate #:** 879541

**Billing Key:** 7550477

## Recommendations

### General Tree Care

#### Stump Grinding Premium

**\$4,399.00**

Grind and clean 23 designated stumps 4-6" deep = 4,230.00

Hazard: Pedestrians

Obstacle: Busy Street

Obstacle: Rocks

underground utilities

**General Tree Care** **\$4,399.00**

**TOTAL**

Stump Grinding \$4,230.00

Fuel Surcharge \$169.00

**Note: Included in this program is 1 service for a total of \$4,399.00.**

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Sales tax, if applicable, will be added to the amounts of this estimate per your local and state tax jurisdiction.

If you wish to pay via credit card, please click link to pay. A deposit of 50% may be required prior to the commencement of General Tree Care work. Thank you!

[\\$2115 Pay](#)

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Status	Assigned to	Task	Task Action	Due Date	Priority	Completed Date	Priority Factors	Category	Delegatable to Board	Notes
Recently Completed	SDMS	Contact Diversified and request documentation and information related to locates in the area of the potential main line damage. Provide information to legal and Operations Committee	Reach out to Diversified	4/1/2023	HIGH	3/30/2023	Time Limiting	Irrigation	NO	DU provided a zip file of documents and pictures on 3/30/2023. These were forwarded to legal and the Board.
Recently Completed	SDMS	Contact CDI about potential encampment on District property	Reach out to CDI	4/1/2023	High	3/30/2023				Discussed with CDI on 3/30/2023. CDI to investigate and determine next steps.
Recently Completed	SDMS	Reach out to CDI about Port-a-Potty enclosure the requires cleaning. Provide specific location and images of concern from Board.	Reach out to CDI and provide images.	4/10/2023	Medium	4/11/2023	Public Desire	Parks	No	Emailed information to CDI on 3/30/2023. Awaiting response.
Recently Completed	SDMS	Reach out to CDI to request any additional photos, information, or documentation related to the potential main line issues.	Reach out to CDI	4/1/2023	High	4/1/2023	Time Limiting	Irrigation	No	Emailed CDI to request information on 3/30/2023. Awaiting Response.
Recently Completed	SDMS	Provide Attorney Ross with contact information for Mears Group related to main line damage and Excel Energy project.	Provide information	4/1/2023	High	3/30/2023	Time Limiting	Irrigation	No	Information sent via email on 3/30/2023.
Recently Completed	SDMS	Obtain signatures from Board and CDI related to contract amendments.	Send to Board and CDI	4/15/2023	Medium					
Recently Completed	SDMS	Fix district email accounts	Update/Maintain Files		Low	3/21/2023		Google Accounts	No	Back-end work should be completed. Waiting on confirmation from Board members. Ephram confirmed on 3/21 that this is done.
Recently Completed	SDMS	Get tree care bids from SavATree and Davey Tree	Obtain proposal	3/21/2023	Medium	3/15/2023	Moderate delay cost	Tree Care	No	Requested week of 1/23. Follow-up conversations with both. Proposals in progress. Included in March Board packet.
Recently Completed	SDMS	Look into Flock cameras	Add to future meeting's agenda	3/21/2023	High	3/16/2023	Safety Moderate delay cost	Graffiti & Vandalism	No	Conversation on 1/25 with representative. Available for February or March meeting for presentation. Approx \$2400 per camera annually. Included on March board meeting agenda.
Recently Completed	SDMS	Images/Pictures on Environmental Committee page - Firefox	Research and Execute	4/1/2023	Low	3/21/2023		Website	No	Images are displaying incorrectly in Firefox. Review and update.
Recently Completed	SDMS	Follow up with Homeowner regarding votes	Do it	45016	Medium	3/23/2023	Public Desire	Homeowner Concern	No	
Recently Completed	SDMS	Put park repair information on webpage	Do it	3/31/2023	Medium	3/23/2023	Public Desire	Playgrounds	No	General park info was already there; added more detail.
Recently Completed	SDMS	Move management report and action items to Operations Matters moving forward	Do it	4/11/2023	Low	3/23/2023	Public Desire	Reports	No	Agenda updated.
Recently Completed	Ephram	Talk to Rox Water regarding the orange cones/barrels	Do it	4/14/2023	Low	3/22/2023		Trash/Litter	Yes	
Recently Completed	SDMS	Update meeting information for 3/31.	Do it	3/24/2023	High	3/22/2023	Transparency	Meetings	No	
Recently Completed	SDMS	Confirm meeting on 3/31 with Rox Water	Do it	3/24/2023	High	3/23/2023	Transparency	Meetings	Yes	
In Progress	Gembok	Send Ephram water bills from during transition period.	Do it	5/31/2023	Low	3/23/2023	Low delay cost	Irrigation	Yes	They are in <a href="#">bill.com</a> .
Recently Completed	Gembok	Include detail in claims	Do it	4/11/2023	Low	4/13/2023	Transparency	Reports	No	Include invoice numbers in listed claims
In Progress	Ireland Stapleton	Update CDI agreement to include utility locate services	Do it	5/1/2023	High		Legal Requirement	Agreements	No	Included in April meeting
In Progress	SDMS	Create a public, shared calendar file for meetings and events	Execute	5/1/2023	Medium		Public Desire	Meetings	NO	The posted calendar is nice, but we're looking for a downloadable iCalendar file that is public and linked. Google has a step-by-step instruction for this.
In Progress	SDMS	Follow-up with United Site Services and Gembok about Port-a-Potties and potentially explore alternate vendors.	Reach out to United	5/1/2023	Medium		Public Desire	Parks	NO	
In Progress	Ephram	Finish greenhouse	Execute	6/1/2023	Low			Landscape Management	Yes	Waiting on contractor to finish assembly
In Progress	Ireland Stapleton	Sign replacements	Add to future meeting's agenda	6/20/2023	High		Safety Public desire	Signs	No	Postponed from 1/25/2023 meeting - need to add to future agenda
In Progress	SDMS	Discuss acceptance of 16B HOA tract(s)	Execute	5/17/2023	Low			Agreements	No	Added to agenda for April meeting
In Progress	SDMS	2023 Election work	Execute		High			Elections	No	Call for nominations and self-nomination forms posted, conversation with legal and others about ballot boxes. Need to file Oaths after May 2nd.
In Progress	SDMS	Agreements and Easements on Website		8/1/2023	Medium			Website	No	Per Operations Committee; we will wait until we know the status of the website.
In Progress	SDMS	Find out if we can use ballot box at library	Outreach	1/1/2025	Low		Time limiting Public desire	Elections	No	Have reached out to Rox Water and Library about hosting box. Also will be connecting with Ireland Stapleton Atty about this week of 1/30.
In Progress	SDMS	Get proposals from contractors on Chatfield Farm planter stone facade replacement/repair	Obtain proposal	4/18/2023	High		Safety	Landscape Repair	No	Requesting updated proposals to include stone, not stucco. Waiting for engineer to be onboard for guidance and assistance.
In Progress	SDMS	Review insurance coverages	Research and Execute	5/31/2023	Low		Low delay cost	Insurance	No	Outreach to insurance folks to schedule a meeting to review information and coverages.
Recently Completed	SDMS	Discuss having CDI do utility locates	Approved	3/21/2023	Medium	3/21/2023	Moderate delay cost	Locates	Yes	Included on March agenda; approved. Addendum to be approved at April meeting.
In Progress	SDMS	Review and approve new mosquito treatment scope	Obtain proposal	5/10/2023	Medium		Public desire	Mosquitoes	No	New maps have been created but not approved. Discuss additional scope with Ron per Board.
In Progress	SDMS	Graffiti - request rates and cost information from previous contractor for graffiti removal in the district to compare costs.	Research and Execute	4/18/2023	Medium		Low delay cost	Graffiti & Vandalism	No	Information provided in April packet.

Status	Assigned to	Task	Task Action	Due Date	Priority	Completed Date	Priority Factors	Category	Delegatable to Board	Notes
In Progress	SDMS	Explore installing district owned cameras	Add to future meeting's agenda	6/20/2023	Medium		Moderate delay cost	Graffiti & Vandalism	No	On April agenda.
In Progress	SDMS	Follow-up with Deputy Blanchard about engine breaking enforcement	Follow-up	4/18/2023	Low		Public desire	Traffic	No	E-mailed on 3/21/2023.
In Progress	SDMS	Reach out to Douglas County, GoCo, and SDA about grants for playground and other projects	Outreach	4/18/2023	High		Time limiting Public desire	Playground	No	Meeting was on 3/16; included in Board packet for March meeting. Was on April Board only meeting and regular board meeting.
In Progress	Engineer	Replace green irrigation covers with purple	Obtain proposal	4/18/2023	Low		Legal requirement	Landscape Repair	Yes	Waiting for engineer to get on board.
Recently Completed	SDMS	Follow up with United Site Services re: porta potties	Do it	3/31/2023	Medium	4/1/2023	Public desire	Accounting	No	Gemsbok confirmed that the Port-a-Potties were not on site for non-payment. Would require a new quote and a credit card on file (bank account) and a \$25 delivery fee per unit. Gemsbok arranged payment; information sent to the BOard for approval.
In Progress	SDMS	Ask Davey Tree for their recommendations and get a quote for maintaining the district trees limited to pruning dead/dying branches and trees, addressing any safety issues, and class 2 pruning larger trees like cottonwoods.	Do it	4/18/2023	Medium		Moderate delay cost	Tree Care	Yes	Ephram is willing to meet or talk with them to get their recommendations. Larry requested information on 3/27/2023 - awaiting response.
Open	Ephram	Inserts for new home buyers in the district	Follow-up		Low		Transparency	Communications	Yes	Currently waiting on SDA to assist
Open	SDMS	Ask SDMS facilities guys to get repair proposals for various items	Obtain proposal	5/1/2023	Medium		Time limiting	Landscape Repair	No	Small repairs needed: fence repairs, adding fences to keep people on paths, fixing paint, repairing playground equipment, etc. To be discussed at April meeting.
Open	SDMS	Continue to try to get electric repaired on Rampart Range Rd	Follow-up	5/1/2023	Low		Public desire	Landscape Repair	No	
Open	SDMS	Correct softball field drainage issues	Obtain proposal	4/18/2023	Medium		Public desire	Softball Field	Yes	Ask CDI to add additional soil and overseed
Open	SDMS	Discuss adding reservation system for tennis courts	Add to future meeting's agenda	4/18/2023	Medium		Public desire	Tennis Courts	No	
Open	SDMS	Electric vehicle requirement for CDI	Follow-up	6/1/2023	Low			Landscape Contract	No	
Open	SDMS	Fix electric in Community Park bathroom	Obtain proposal	6/1/2023	Medium		Moderate delay cost	Landscape Repair	No	If sewage pump is not fixed, there is a potential for things to get stinky
Open	SDMS	Follow-up with Diversified Underground on problems with their invoices	Follow-up		Low			Locates	No	
Open	SDMS	Look into Sheriff installed temporary cameras	Follow-up	4/18/2023	Medium		Moderate delay cost	Graffiti & Vandalism	No	
Open	SDMS	Check In to shorter web addresses	Check In to shorter web addresses	6/1/2023	Low		Public Desire	Website	No	
Recently Completed	Ireland Stapleton	Set up meeting with Lee regarding water rights; Debbie and Ephram to attend.	Do it	3/24/2023	High	4/4/2023	Legal Requirement	Water Rights	No	
Open	SDMS	Reach out to Foothills re: how to follow up if people have moved out of the district	Research and Execute	4/21/2023	Low		Low delay cost	Foothills	No	Deactivate cards; get with Kelly after that if needed. Larry reached out; they check license once a year to update.
Open	Gemsbok	Move SDA membership expense to Insurance account	Do it	3/31/2023	Low		Transparency	Accounting	No	
Open	SDMS	Get keys to the bollards by tennis courts and one by main parking lot by portapotty	Do it	5/1/2023	Low		Low delay cost	Landscape Management	Yes	Request key unique to the locks on the bollards from the fire department
Open	SDMS	Talk to Calvin/HOA regarding shelter for CDI's electric vehicle to be stored.	Research and Execute	4/14/2023	Medium			Landscape Management	No	Deadline on action item list has been updated.
Open	Ireland Stapleton	Update CORA resolution with two signers	Do it	4/11/2023	Medium		Legal Requirement	Resolutions	No	
Open	SDMS	Website - ADA Accessibility	Research and Execute	7/1/2024	Medium		Legal Requirement	Website	No	Some fixes will be easy in terms of navigation and headers. Remediating older pdf documents and agreements will be more time consuming and expensive. Conversation with legal about what needs to be on site, and WCAG requirements.
Open	Gemsbok	Make an annual/YTD chart for Chatfield Farms Revenue vs Expenses rather than a monthly view.	Do it	5/1/2023	Medium		Moderate delay cost	Reports	No	
Recently Completed	Gemsbok	Have reports with the General Fund include Chatfield Farms and separate reports with Chatfield Farms only.	Do it	4/14/2023	Low	4/14/2023	Transparency	Reports	No	
Open	SDMS	Confirm striping the second tennis court with pickleball lines in a single-court configuration like the existing striping on the other tennis court.	Do it	5/31/2023	Medium		Public Desire	Tennis Courts	No	
Open	SDMS	Get a new bollard and locks for the path leading down the hill in Community Park	Obtain proposal	6/1/2023	Low		Low delay cost	Landscape Management	No	
Open	SDMS	Get Bailey to plant the trees they owe the district	Do it	5/31/2023	Medium			Tree Care	No	
Open	SDMS	Get plaque for Calvin	Do it	5/17/2023	Low			Elections	No	

**Roxborough Village Metropolitan District**  
**District Management Report**  
**March 16-April 13 2023**

## Homeowner Communication Overview:

### 1. Tennis Courts

- We received an email from a homeowner on 4/2/2023 requesting an update on when the District would be addressing the nets and wind screens at the tennis courts. We followed-up with Game-Set-Match and they be taking pictures of these items and providing options when they are next on site.
  - We responded to the homeowner on 4/4/2023 letting them know that maintenance and cleaning of the tennis courts would begin once the irrigation was turned on for the season and informed them that we had followed with the contractor to provide additional options to the Board for consideration and action. We also had a phone conversation with the homeowner requesting that this be brought to the Board's attention for expedited consideration. The homeowner is also asking other interested members of the community to reach out to SDMS to request replacement nets and wind screens.
- We also received an email from a resident in Sterling Ranch requesting that the District consider repairing the nets and adding windscreens. They indicated that there is a large group of individuals in Roxborough Park who would benefit from updated courts.
  - We responded by letting them know that the information would be shared with the Board.

## Contractor/Consultant Communication Overview:

### 1. Snow Removal (CDI)

None of the snow events in this period required CDI to fully mobilize or do a push on the property. The warmer temperatures preceding the snow prevented any major accumulation or ice on paved areas. There were a few areas that required removal and CDI monitored and address icy conditions in the known problem areas. CDI continues to communicate with SDMS when snow is in the forecast. As this is Colorado, we will continue to work with CDI to provide updates and information should we have a spring storm that will require snow removal mobilization.

## 2. Tree Care

We reached out to Wiley Schatz with Davey Tree for their thoughts on tree care moving forward and potentially reducing the scope of work. They responded with the following:

*Good afternoon Larry,*

*I wanted to be sure to get back to you with some recommendations when it comes to continuous care for the trees in your district.*

*When it comes to trimming, I believe the plan you put forward makes a lot of sense. I believe that in the short term it would be best to lightly trim the smaller trees in the district like you suggested; pruning out deadwood, removing potentially hazardous limbs, and lightly thinning to keep them growing in a healthy fashion. At the same time the larger trees such as the big cottonwoods and the large 'autumn blaze' maple at the south end of Eagle Rock Dr. This sort of routine pruning every 3-4 years could really help the overall health and aesthetic value of these trees.*

*Additionally, I would strongly a yearly deep root fertilization treatment for these trees. We could have a crew of technicians to inject the root zone of these trees with the macronutrients such as nitrogen, phosphorous and potassium to help maximize the health and strength of these trees.*

*When it comes to pest management, the two main pests I feel would be important to help protect the trees from are IPS Beetle and Emerald Ash Borer.*

*To help protect the pine and spruce trees in the district from IPS Beetle, I would recommend a trunk spray service once per year that would help protect all of those trees for the entirety of the IPS Beetle season.*

*On the other hand, for the ash trees, we could provide them with a trunk injection treatment to help protect them from Emerald Ash Borer for two years. We could treat half of the ash trees this summer, then the other half next summer and alternate each year after that to ensure that the trees are continuously protected.*

*I hope this all makes sense and please let me know if you have anything you would like to discuss or for me to clarify, please let me know or always feel free to give me a call on my work cell: 720-440-3165. If you would like me to provide you with any further quotes for these services, I will be sure to do so promptly.*

*Thanks and have a great weekend,*

*Wiley*

Wiley indicated that the overall plan addressed in their proposal is a good starting place for tree care in the District.

### 3. Porta-Potties/United Site Services/Gemsbok

We have continued to work with Gemsbok and United Site services to have service reinstated for the District. Gemsbok is in the process of negotiating payment requirements. We are also reaching out to other providers should United be unwilling to work with us in a reasonable manner.



Director Rubic provided the above image of the port-a-potty enclosure that needs cleaning. This was shared with CDI who indicated that it looked like this was left behind by United Site Services. The enclosure has been cleaned and is ready for port-a-pottys to be delivered.

### 4. Landscaping

CDI was incredibly busy this month cleaning and preparing for spring. This work includes trimming back native grasses, pruning shrubs, and removing debris for various beds and other areas around the District.



The softball field was also striped and raked, play ball!



CDI also provided information on the cost to replace the dog-stations/trash cans to the Board. Costs and options were discussed by the Board at the 4/10/2023 meeting.

As discussed at our last meeting there were several traffic cones and barrels that had blown onto District property. Director Glass coordinated with Roxborough Water to have their contractors collect the barrels and cones. We will continue to work with CDI to monitor this should there be additional items that make their way onto the property.



## 5. Cameras

We reached out to Ryan Platt with Flock Cameras requesting additional information about cameras that may already be on, or adjacent to District Property. We are still awaiting a response with that information. Mr. Platt also reiterated that they are willing to attend a meeting of the Board, and/or schedule a time to meet with the Operations Committee to discuss Flock Cameras and options for the District.

## 6. Potential Camp/Encampment

Director Rubic forwarded SDMS information about a post on the local community form regarding some kind of camp in the wooded area west of the softball field.



SDMS coordinated with CDI to investigate the location and determine the nature of the situation. CDI located that area in question off the paved path west of the brush area. Upon investigation CDI determined that the camp is a kid's fort and noted two boys between 10 and 12 years old in the area. CDI did not notice anything dangerous or criminal taking place. There were a few tarps and a trash receptacle containing sticks.

## 7. Water Main Line

### a. Diversified Underground

We had several conversations with Diversified Underground about locates and responses to the area where there was potential damage to the main line. Diversified provided a packet of information for the locate request and their response for the area, including detailed information about the location, pictures, and information about the contractors and nature of the work being done in the area.



### b. CDI

After numerous conversations with Excel and others regarding reimbursements for start-up costs and potential repairs CDI pressurized the system on Monday April 10, 2023. The system maintained pressure throughout the day and no major leaks were identified in the construction zone. CDI is continuing to start-up the system and to identify potential concerns.

### c. Others

Attorney Duke made numerous calls with Excel, the contractors, and CDI to navigate reimbursement and start-up costs.

## 8. Irrigation Start-Up and Leaks

Due to the potential damage to the main line CDI spent much of the week of April 10<sup>th</sup> bringing the irrigation system back online and noting areas of concern. While no major issues were identified in the construction zone CDI did need to shut off the system at the pump based on the number of breaks they encountered. One such break was reported to Director Rubic:



CDI is aware of this issue and will provide updates as they have additional information. Once CDI has a better handle on the number and nature of issues, and the potential time needed to address them, we encourage the Board to discuss a plan for repairs moving forward.

## **9. Engineering Services**

Attorney Ross and the Operations Committee drafted a Services Agreement for Farnsworth Group. This draft was sent to Farnsworth for review by their contracts department.

## **10. Tennis and Pickleball**

- a. We sent a follow-up email to Game-Set-Match requesting that they expedite their inspection of the nets and provide the board with options and pricing for net repairs or replacement, and a proposal for wind screens.
- b. We will be following up with Coatings Inc. in early May to schedule a time for the pickleball striping in accordance with the weather conditions.

## Community Communication Overview:

### **1. Foothills Parks and Recreation**

The March invoice again showed a small number of folks using the District discount who are no longer living in the District. We reached out to Henrietta Petersen with Foothills and requested additional information about how they audit and monitor individuals eligible for the District discount and how folks who move are removed.

Ms. Petersen responded that they do expire membership profiles on an annual basis with the goal of having address/residence information updated when folks renew. She also indicated that they have the same issues with residents not updating their information in the middle of a membership term to maintain District pricing.

## Park/Facility Permits:

We continue to receive requests for reservations and work to process the reservations and collect deposits and fees. We have also started exploring options to automate the reservation process and include options for online payments. More information about these options will be discussed at a later meeting after the Board has a chance to discuss and determine next steps for the District website. The reservations currently on the books are:

1. April 12, 2023 – June 15, 2023 – 4:30-8:30PM –
  - a. \$500 deposit received, \$2200 fee.
2. April 8, 2023 – 10:00AM-2:00PM –
  - a. \$100 deposit received.
3. May 27, 2023 – 1:00PM-4:00PM –
  - a. \$100 deposit received.
4. April 18 and May 2 or April 25 and May 9 – 9:00-2:30
  - a. \$100 deposit waived (school)
5. June 7 and 21, July 5 and 19 – 8:30-10:30
  - a. \$100 deposit received.
6. April 30, 2024 – 9:30-3:30
  - a. \$100 deposit received.

*Based on feedback from folks making reservations we updated the website to include additional information and details about the process, including costs and how to submit payment.*

## Parking Concerns

Several members of the Board reported concerns with the Easter Egg Hunt event held on April 8, 2023, related to parking and vehicles on the grass and field. The sheriff's office responded and remained on-site to enforce safe parking.



The sheriff's department and members of the Board have suggested/requested that future permits include additional information and requirements:

- Notice that parking/driving on the grass and sidewalks is prohibited.
- Information about adjacent and alternate parking available in the area
- Requirement that the Event Coordinator have a parking plan and parking coordinators on-site for the event.
  - There was also a suggestion that events require parking at one of the schools with a shuttle bus to take people to and from the event.

SDMS can work with the Board to update the permit process to include additional information about parking and vehicles on the grass. We would like to discuss further the requests for parking plans and monitors in terms of how to best enforce this.

## Food Truck Permits

Director Rubic shared the below image of a food truck that was in the District and asked if they had received a permit. There are currently no permits on file for food trucks. All permits currently approved are included in the Park/Facility Permit section above. How would the Board like SDMS to respond to un-permitted food trucks and events?



## CORA Requests:

1. No CORA requests were received during this time.

## Website Comments:

We received two comments/concerns on the website last month:

- *March 26, 2023 - Tell us more: Hi, I own a home in Roxborough. I'm writing about the parks that need fixed/improved. First of all, these parks are really important to my family. We visited Airplane Park daily before it was shut down. We visited the skate park playground a few times a month. Please repair or replace these playgrounds as soon as possible. Waiting until Jan 2024 is just too long. Please just use the funds in the budget rather than going with grants. The sooner these parks are available, the better. Thank you*

We responded to the resident on March 27, 2023 with an update about the repairs for Airplane Park and the delay in getting parts. We also let the Resident know that we would share the feedback with the Board. This topic was also added as a discussion item for the April 10, 2023, Special Meeting.

- *April 10, 2023 - Tell us more: Why is the final small bit of road work at rampart range road and village circle east not being completed, and our cone zone left in place creating ongoing traffic hazards???*

We responded on the same day with information about the potential damage to the irrigation system and the need for that damage to be addressed prior to repaving the road. We also informed the resident that work was being done that day to address the concerns and that ideally the construction would be able to continue soon.

Month	Billed
<b>2022</b>	
January	1,587.76
February	1,795.55
March	1,003.76
April	2,514.30
May	1,332.01
June	1,701.42
July	3,291.40
August	1,431.49
Septmber	987.42
October	\$718.13
November	\$3,076.51
December	\$869.01
	<b>\$20,308.76</b>
<b>Budgeted</b>	<b>\$17,500.00</b>
<b>YTD</b>	<b>\$20,308.76</b>
<b>Remaing</b>	<b>-\$2,808.76</b>
<b>Percent</b>	<b>1.160500571</b>

<b>2023</b>	Users/Items	Billed
January	161	\$2,033.76
February	130	\$1,161.67
March	133	\$1,414.21
April		
May		
June		
July		
August		
September		
October		
November		
December		
<b>Total</b>		<b>\$4,609.64</b>
Budgeted		\$22,500.00
YTD		\$4,609.64
Remaining		\$17,890.36
Percernt Remaining		79.5%



## DISTRICT ENGINEER SERVICES AGREEMENT ROXBOROUGH VILLAGE METROPOLITAN DISTRICT

This District Engineer Services Agreement (“**Agreement**”), effective the [redacted] day of April, 2023 (“**Effective Date**”), is entered into by and between Roxborough Village Metropolitan District, a political subdivision of the State of Colorado (“**District**”), and Farnsworth Group, Inc., an Illinois corporation (“**Engineer**”). The District and the Engineer are individually referred to as a “**Party**” and collectively as the “**Parties**.”

### I. RECITALS

**WHEREAS**, the District was organized pursuant to the Colorado Special District Act, C.R.S. 32-1-101, *et seq.*, to construct, operate and maintain mosquito control systems, traffic safety protection, parks and recreation improvements, drainage improvements, and street improvements (collectively, the “**Improvements**”) within and outside its jurisdictional boundaries for the benefit of existing and future inhabitants and taxpayers of the District pursuant to the March 10, 2015 *Amended and Restated Service Plan for Roxborough Village Metropolitan District* (“**Service Plan**”);

**WHEREAS**, the District’s Board of Directors (“**Board**”) desires to retain the Engineer to perform professional general engineering services in connection with the existing and future Improvements on the terms and conditions set forth in this Agreement; and,

**WHEREAS**, the Engineer desires to perform said services on the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants, agreements, and compensation set forth herein the Parties agree as follows:

### II. AGREEMENT

1. **Scope of Services**. The Engineer shall perform the engineering services set forth in the attached **Exhibit A** (“**Services**”). The Engineer shall perform the Services using that degree of skill and knowledge customarily employed by other professionals performing similar services in the State of Colorado. The Engineer shall be responsible for providing, at the Engineer’s sole cost and expense, all management, supervision, engineers and other skilled professionals, labor, materials, administrative support, supplies, and equipment necessary to perform the Services, all in accordance with this Agreement. The District has the right to solicit and contract with other or additional engineers/professional consultants and contractors to perform of any of the Services.

2. **Term and Termination**.

(a) **Term**: The initial term of this Agreement shall begin on the Effective Date and shall continue until December 31, 2023 (“**Initial Term**”) and shall thereafter automatically renew for successive one-year terms (each a “**Renewal Term**” and with the Initial Term, the “**Term**”), unless this Agreement is terminated in accordance with the provisions herein.

(b) **Termination:** Either Party may terminate this Agreement, with or without cause, by delivering to the other Party at least 60 days prior written notice of such termination. If this Agreement is terminated, the District shall pay the Engineer for Services timely and satisfactorily performed prior to the designated termination date, including any reimbursable costs due.

(c) **Non-Appropriation:** Notwithstanding anything in this Agreement to the contrary, all direct and indirect financial obligations of the District are subject to the Board's annual appropriation of funds to meet such financial obligations for the next calendar year. If the Board fails to appropriate funds for the next calendar year, this Agreement shall automatically terminate and the District shall have no liability to the Engineer beyond those financial obligations for which the Board previously appropriated funds.

3. **Time of the Essence.** The Engineer agrees to undertake and complete the Services according to a mutually agreed upon schedule, and in such a manner and in such a sequence as to assure their expeditious completion in light of the purposes of this Agreement. Time is of the essence in the performance of this Agreement.

4. **Engineer's Representations.** The Engineer represents and warrants that:

(a) **Required Skills:** The Engineer warrants that it has the required authority, licenses, certifications, knowledge, expertise, ability, skills, and capacity (collectively, the "**Skills**") to, and shall, perform the Services in a manner consistent with this Agreement. Further, any employees and subcontractors of the Engineer employed in performing the Services shall have the Skills required to perform the Services assigned to them.

(b) **Applicable Law:** The Engineer has knowledge of all the requirements under federal, state, and local laws, ordinances, regulations, and rules (collectively, "**Applicable Law**") and shall perform its Services in conformance with such Applicable Laws.

(c) **Good Standing:** The Engineer warrants it is validly organized and exists in good standing under Illinois law, and the Engineer is duly qualified, registered to do business, and in good standing in the State of Colorado.

5. **Fees, Costs, and Payments.**

(a) **Fees and Costs:** In exchange for satisfactory performance of the Services, the Engineer shall be compensated in accordance with the rate schedule attached as **Exhibit B**. The costs incurred by the Engineer that are set forth in Exhibit B shall be charged as set forth therein. Costs incurred by consultants and any other reimbursable costs not listed in Exhibit B shall be charged at cost with no markup. The Engineer shall not charge the District for travel time to and from the District or within the District's service area. The Engineer may adjust its rates no more than once per year with 60 calendar days prior written notice to the District. Time shall be billed in no more than 1/10<sup>th</sup> of an hour (i.e., 6 minute) increments. Block billing is prohibited unless previously authorized by the District for a specific project.

(b) **Payment:**

(i) Invoices. The Engineer shall submit to the District monthly invoices by the tenth business day of each month for payment for Services satisfactorily performed during the prior month and any reimbursable costs. The Engineer shall make no more than one invoice submittal per month to the District for payment. Any invoices submitted after the tenth business day of any month shall be deemed received by the District on the first business day of the following month. All invoices shall be subject to the review and approval of the District.

(ii) Invoice Documentation. Each invoice shall be accompanied by all documentation supporting the fees and costs set forth in the invoice, including, at a minimum:

- A. The name of the person(s) who performed the Services;
- B. The date and time when the Services were performed;
- C. A detailed description of the Services performed;
- D. Receipts, invoices, purchase orders, or other documentation that substantiates the costs for which reimbursement is being requested; and,
- E. Photographs where necessary or appropriate to support the Services being invoiced, or when required by the District.

(iii) Payment Process. The District shall pay the Engineer undisputed amounts within thirty calendar days of the District's receipt of an invoice. If the District fails to pay any undisputed amount within thirty days of receiving the invoice, interest at the rate of 8% per annum, compounded annually, shall accrue on the undisputed amount until paid in full.

6. **Engineer's Insurance**. During the Term, the Engineer shall maintain the following insurance. Except for workers' compensation insurance and the professional liability insurance, each policy shall include the District as an additional insured and shall state that it is primary, and the District's insurance is non-contributory. Each policy shall also state that it cannot be cancelled or modified without thirty days prior written notice to the District. Prior to commencing the Services, the Engineer shall provide the District with a certificate(s) of insurance or endorsements evidencing the required insurance.

(a) Workers' compensation insurance in compliance with Colorado law;

(b) Commercial general liability insurance in the amount of \$1,000,000.00 each occurrence and \$2,000,000.00 aggregate;

(c) Commercial automobile liability insurance in the amount of \$1,000,000 per occurrence;

(d) Professional liability insurance in the amount of \$2,000,000.00 per occurrence;

and,

(e) Excess or umbrella liability insurance in the amount of \$2,000,000.00 each occurrence, and \$4,000,000.00 aggregate.

7. **Indemnification.** The Engineer shall indemnify and defend the District and its directors, officers, employees, and agents from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, expenses (including reasonable attorneys' fees), and liabilities to the extent they are caused, in whole or in part, by the intentional or negligent acts or omissions of the Engineer or any of its subcontractors, employees, consultants, or agents in connection with this Agreement and/or the Services. This Section 7 shall survive termination of this Agreement. The District shall have the right to select legal counsel to represent it in any matter arising under this Section 7, notwithstanding the Engineer's obligation to pay for the reasonable legal fees, costs, and expenses incurred by such legal counsel.

8. **Work Product.** All work product of the Engineer prepared pursuant to this Agreement or in performance of the Services, including but not limited to, all maps, plans, drawings, specifications, reports, electronic files, and other documents, in whatever form (collectively, "***Work Product***"), shall be solely the property of the District whether the Services are completed. All Work Product shall be provided to the District upon request or at the time this Agreement is terminated, whichever event first occurs.

9. **Notice.** Any notice or other communication required or permitted by this Agreement shall be in writing and hand delivered, or sent by certified or registered mail, return receipt requested, to the address on the signature page below, or at another address previously furnished in writing to the other Party pursuant to this Section 9. A notice or other communication sent by certified or registered mail shall be deemed given three business days after deposit in the mail or when received by the intended Party, whichever occurs first.

10. **Governmental Immunity.** This Agreement is not intended, and shall not be construed, as a waiver of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by, the District and its current or past directors, officers, and employees under federal or state law, including but not limited to, the Colorado Governmental Immunity Act, C.R.S. §24-10-101, *et seq.*

11. **Independent Contractor.** The relationship of the Parties shall be deemed that of an independent contractor. Nothing contained herein shall be deemed to constitute a partnership between or a joint venture by the Parties, and under no circumstance shall a Party or its employees be considered the employee of the other Party. THE ENGINEER UNDERSTANDS AND AGREES: (A) THE ENGINEER IS NOT ENTITLED TO WORKERS' COMPENSATION INSURANCE OR UNEMPLOYMENT COMPENSATION INSURANCE UNLESS WORKERS' COMPENSATION OR UNEMPLOYMENT COMPENSATION INSURANCE IS PROVIDED BY THE ENGINEER OR SOME ENTITY OTHER THAN THE DISTRICT; AND (B) THE ENGINEER IS OBLIGATED TO PAY FEDERAL, STATE, AND LOCAL INCOME TAX ON ANY MONEYS PAID PURSUANT TO THIS AGREEMENT. THE DISTRICT WILL NOT MAKE FEDERAL, STATE, AND LOCAL WITHHOLDINGS

AND WILL NOT PROVIDE WORKERS' COMPENSATION INSURANCE OR UNEMPLOYMENT COMPENSATION INSURANCE.

Under penalties of perjury, the Engineer certifies that [redacted] (Must be inserted by the Engineer) is the Engineer's correct Federal Taxpayer Identification Number. By signing this Agreement, the Engineer certifies that it assumes full responsibility for the payment of all contributions, payroll taxes, income taxes, withholdings and backup withholdings or assessments under federal, state, and local law.

12. **Additional Provisions.** Colorado law governs this Agreement. Jurisdiction and venue shall lie exclusively in the District Court for Douglas County. This Agreement is the entire agreement between the Parties and there are no oral or collateral agreements or understandings. This Agreement may only be amended by a document signed by the Parties. Course of dealing, not matter how long, shall not constitute an amendment to this Agreement. If any provision is held invalid or unenforceable, all other provisions shall continue in full force and effect. In any civil action or proceeding arising from or relating to this Agreement or the Services, the substantially prevailing Party shall be awarded its reasonable attorney's fees, costs, and expenses, including the attorneys' fees, costs, and expenses incurred in any appellate action and in collecting or executing upon any judgment, order, or award. This Agreement may be executed in counterparts and by facsimile or electronic pdf, each of which shall be deemed an original and all of which shall constitute one valid and binding instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**Roxborough Village Metropolitan District**, a political subdivision of the State of Colorado

**Farnsworth Group, Inc.**, an Illinois corporation

By: \_\_\_\_\_  
Mat Hart, Board President      Date

By: \_\_\_\_\_  
Name                      Title                      Date

Attest:

Address: Farnsworth Group, Inc.  
223 Willow Street  
Fort Collins, CO 80524

By: \_\_\_\_\_  
Travis Jensen, Board Secretary      Date

Address: Roxborough Village Metropolitan District  
c/o Special District Management Services, Inc.  
141 Union Boulevard, Suite 150  
Lakewood, CO 80228-1898

## EXHIBIT A

### SCOPE OF SERVICES

At the request of the District, the Engineer shall provide the following general engineering, consulting, and administration services (collectively, the “*Services*”):

1. ***Meetings***: The Engineer shall attend Board meetings and will also be available to meet as requested on general issues.
2. ***District Information***: The Engineer will be available to provide information regarding the District and its existing facilities to interested parties, such as District vendors, consultants, and others.
3. ***Coordination and Meetings***: The Engineer will meet with appropriate agencies, vendors, or entities regarding coordination of work and general rules and regulations involving the District.
4. ***Mapping***: The Engineer will prepare and maintain maintenance maps, irrigation maps, boundary maps, inclusion drawings, and other such maps or drawings as assigned. The Engineer will also coordinate with vendors installing or changing District infrastructure, including irrigation lines, to ensure as-built changes are mapped.
5. ***Maintenance***: The Engineer will provide consulting services related to maintenance issues, construction and/or repair projects, and other programs and areas as directed.
6. ***Emergencies***: The Engineer will be available in case of emergencies. Engineering evaluation will be provided, as required, as well as coordination and consultation regarding appropriate action.
7. ***Budgets***: The Engineer will provide input regarding engineering issues and capital improvement plan budgets.
8. ***Rules, Regulations and Standards***: The Engineer will assist with the development of rules, regulations, and standards that establish technical and procedural guidelines for the design, maintenance, and repair of facilities and general operations.
9. ***Reports, Studies, Evaluations and Analysis***: The Engineer will prepare any reports, studies, evaluations, or analysis, including engineering opinions, as requested.
10. ***Testing***: The Engineer will observe any facility testing required by the District, in accordance with the District's specifications and other requirements.
11. ***Special Project Services***: The Engineer shall work on special projects, such as specific analysis reports, modeling, mapping, planning, opinion of cost estimating, design, bidding coordination, construction management, and infrastructure rehabilitation.

**EXHIBIT B**  
**FEES AND COSTS**



**Standard Schedule of Charges**

<b>Engineering / Surveying / Commissioning Professional Staff</b>	<b>Per Hour</b>
Administrative Support.....	\$ 88.00
Engineering Associate I / Cx Specialist I.....	\$ 131.00
Engineering Associate II / Cx Specialist II.....	\$ 145.00
Engineer / Land Surveyor / Senior Cx Specialist .....	\$ 153.00
Senior Engineer / Senior Land Surveyor / Cx Project Manager .....	\$ 161.00
Project Engineer / Project Land Surveyor / Senior Cx Project Manager.....	\$ 173.00
Senior Project Engineer / Senior Project Land Surveyor / Cx Manager.....	\$ 193.00
Engineering Manager / Land Surveying Manager / Senior Cx Manager .....	\$ 218.00
Senior Engineering Manager / Senior Land Surveying Manager / Senior Cx Director.....	\$ 233.00
Principal / Vice President.....	\$ 253.00

<b>Technical Staff</b>	<b>Per Hour</b>
Technician I.....	\$ 90.00
Technician II.....	\$ 113.00
Senior Technician / Cx Technician .....	\$ 123.00
Chief Technician.....	\$ 141.00
Designer / Computer Specialist / Lead Technician .....	\$ 153.00
Senior Designer .....	\$ 158.00
Project Designer / Project Technician.....	\$ 173.00
Senior Project Designer / Systems Integration Manager .....	\$ 193.00
Design Manager / Grants Manager .....	\$ 198.00
Technical Manager.....	\$ 208.00
Senior Technical Manager .....	\$ 228.00

<b>Architecture / Landscape Architecture / Interior Design Professional Staff</b>	<b>Per Hour</b>
Architectural Associate I / Landscape Associate I / Interiors Associate I.....	\$ 119.00
Architectural Associate II / Landscape Associate II, Interiors Associate II / Interior Designer.....	\$ 129.00
Architect / Architectural Associate III / Landscape Associate III .....	\$ 145.00
Project Coordinator / Urban Planner I / Senior Interior Designer .....	\$ 145.00
Senior Architect / Senior Project Coordinator/ Urban Planner II / Interior Design Manager .....	\$ 155.00
Project Architect / Project Manager.....	\$ 166.00
Senior Project Architect / Senior Project Manager .....	\$ 183.00
Architectural Manager.....	\$ 196.00
Senior Architectural Manager / Senior Urban and Community Planner.....	\$ 213.00
Architecture Principal .....	\$ 233.00
Principal / Vice President.....	\$ 253.00

<b>Units</b>	
Expert Testimony.....	2.0x bill rate
ATV & Trailer.....	\$15.00 / hr
Field Vehicle.....	\$25.00 / hr
Automobile mileage.....	IRS Rate
Hand Held GPS.....	\$11.00 / hr
GPS Unit (each).....	\$22.00 / hr
Environmental GPS Data Collector .....	\$75.00 / day
Utility Locator / Robotic Total Station .....	\$26.00 / hr
Stationary Scanner (low res)   High Def Scanner / UAV.....	\$300 / day   \$500 / day
Subconsultants & Other Reimbursable Expenses Related to Project*.....	<del>Cost</del> + 10%

At cost with no markup

\*Includes the actual cost of prints / copies, supplies, travel charges, testing services, conferencing services, and other costs directly incidental to the performance of the above services.

## **ROXBOROUGH VILLAGE METROPOLITAN DISTRICT MEETING CODE OF CONDUCT**

This Meeting Code of Conduct supersedes any prior written or verbal policy or practice regarding Board member and public conduct during a Board meeting.

### 1. Public Comment — General

- a. Public comment will be routinely held at the Board's regular and special meetings (including study sessions), unless the Board determines by affirmative majority vote not to provide for public comment. In general, public comment will be held near the beginning and near the end of a meeting.
- b. Speakers shall address the entire Board, not an individual Board member. A speaker may speak on any topic regardless whether it is on the agenda provided that the topic is relevant to the District.
- c. Each speaker shall have three (3) minutes. A speaker may not give part of his/her time to another speaker. The total time allotted for public comment is fifteen (15) minutes, unless otherwise extended by an affirmative majority vote of the Board. Each speaker may speak only once. Only one speaker will be acknowledged at a time.
- d. Speakers will be taken in order of sign-in, as time allows. Priority will be given to District residents if any speakers are non-residents, unless a non-resident is attending at the Board's request.

### 2. Public Comment — Specific

- a. Any agenda item may have public comment added to it by the affirmative majority vote of the Board.
- b. If an agenda contains a specific item for public comment, such as an annual budget hearing, public comments will only be permitted during that specific agenda item.
- c. The Board may by affirmative majority vote add a Question and Answer session to any agenda item for the purpose of having a more engaged discussion with the public on that agenda item. The total time allotted for a Question and Answer session is fifteen (15) minutes, unless otherwise extended by an affirmative majority vote of the Board.

### 3. Manner of Addressing the Board

- a. All speakers must give their name and identify themselves as: i) a District resident and state their address; ii) a non-resident doing business within the District and state their business name and address; or, iii) a non-resident and non-business speaker. Any speaker who refuses to give their name or otherwise identify themselves cannot address the Board.

- b. Except for a Question and Answer session, the Board will not discuss or debate an item with a speaker or with one another, but will refer the item to staff for follow-up as appropriate.
- c. If a Board member asks a clarifying question of a speaker, only the Board member and the speaker are permitted to discuss the clarifying question.
- d. All speakers must respect the public nature of the forum, and the limited purpose of the forum to conduct the business of the District, by using language that is free from profanity or expletives.
- e. No speaker may make direct or implied threats of violence or harm.

#### 4. Written Public Comment

- a. Any member of the public may submit his/her comments in writing to the District Manager by 1:00 p.m. the day before a scheduled Board meeting, to be included in the meeting packet or post-packet items. The written comments must include the commentator's name and must be identified as "public comment" in order to be included in a meeting packet or post-packet items. If the commentator does not attend the meeting, the commentator's comments will be read aloud by the District Manager as time allows.
- b. In general, Board members will not discuss or debate the item(s) in a written public comment, but will refer such item(s) to staff for follow-up as appropriate.

#### 5. Recording of Meetings

- a. Recording (audio and/or video) of meetings is permitted for both in-person and audio/video meetings.
- b. An attendee recording a meeting shall ensure their device does not interfere with the meeting and is not distracting to the Board or any other attendee.

#### 6. Attendee Conduct

- a. No attendee is permitted to speak outside a public comment period, unless directly addressed by the Board.
- b. No obscene, offensive, or profane language, gestures or written materials.
- c. No intoxicated or otherwise impaired attendees.
- d. All speech and conduct must be respectful to other attendees and the Board.
- e. For audio/video meetings —
  - i. All attendees must sign in through the chat.

- ii. Turning on a video camera is optional for any attendee. All Board members shall, to the extent practical, have their video camera on for the entirety of the public portion of a meeting.
- iii. All attendees must stay on Mute at all times unless they are called for public comment.
- iv. All District consultants shall stay on Mute unless the Board has asked them to speak.
- v. Board members should stay on Mute unless they are speaking.
- vi. Any chat function on the audio/video meeting will be monitored by the District and used for noting attendance, identifying information for attendees and speakers, and for collecting informal written comments, none of which will constitute an official Board record but will be used to provide information to the Board. The public always has the ability to email, call, or discuss an item in-person with the District Manager or a Board member.
- vii. The following are prohibited at both audio/video and in-person meetings: speaking out of turn; obscene or profane language, gestures, or written materials.

## 7. Violations

- a. Request by any Board member to cease the conduct — 1<sup>st</sup> request.
- b. Request by any Board member to cease the conduct — 2<sup>nd</sup> request.
- c. Request by any Board member to cease the conduct — 3<sup>rd</sup> request. The attendee will be asked to leave the meeting.
- d. Any threat of violence or harm, whether verbally or through gesture or other mannerism, will result in immediate removal from the meeting and a police report will be filed.
- e. Any attendee with signs of intoxication or impairment may be immediately removed from the meeting.

Pursuant to Section 6.5 of the November 1, 2022 Landscape Maintenance Agreement, this Amendment No. 2 removes the Native Grass Field Mowing Area identified in the attached map from the Scope of Services.



**303-471-1522**  
**naturesworkforce.com**

<b>To:</b> SDMS	<b>Contact:</b> Peggy Ripko
<b>Address:</b> 141 Union Boulevard, Suite 150 Lakewood, CO 80228	<b>Phone:</b> 303-987-0835 <b>Fax:</b> 303-987-2032
<b>Project Name:</b> Roxborough Village Jan '23 - Dec '23 - Deduct Native Mow	<b>Bid Number:</b>
<b>Project Location:</b> Littleton, CO	<b>Bid Date:</b> 3/21/2023
<b>Addendum #:</b> N/a	

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
<b>Native Grass Field Mowing:</b> Deduct Native Next To Chatfield Farms	-1.00	EACH	\$126.78	(\$126.78)

**Total Bid Price:**                      **(\$126.78)**

**Notes:**

- This proposal is good for 30 days following the date given on the proposal.
- **Nature's Workforce**, a Consolidated Divisions, Inc. company.  
An Equal Opportunity Employer

**Payment Terms:**

Payment due 30 days from invoice.

<p><b>ACCEPTED:</b> The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p><b>Buyer:</b> _____</p> <p><b>Signature:</b> _____</p> <p><b>Date of Acceptance:</b> _____</p>	<p><b>CONFIRMED:</b> <b>Nature's Workforce</b></p> <p><b>Authorized Signature:</b> _____</p> <p><b>Estimator:</b> Cory France 303-501-5697 coryf@cdi-services.com</p>
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**THIRD AMENDMENT  
TO AGREEMENT BETWEEN CDI AND ROXBOROUGH VILLAGE  
METROPOLITAN DISTRICT FOR LANDSCAPE MAINTENANCE SERVICES**

This Third Amendment to the Agreement for Landscape Maintenance Services (“*Third Amendment*”), effective the [REDACTED] day of April, 2023 (“*Effective Date*”), is entered into by and between Consolidated Divisions, Inc., a Colorado corporation d/b/a CDI Environmental Contractor (“*CDI*”), and the Roxborough Village Metropolitan District, a political subdivision of the State of Colorado organized pursuant to C.R.S. § 32-1-101, *et seq.* (“*District*”). CDI and the District are referred to collectively as the “*Parties*” and individually as a “*Party*”.

**RECITALS**

A. The Parties entered into that certain Agreement for Landscape Maintenance Services effective November 1, 2022 (“*Agreement*”).

B. The Parties desire to amend the terms and conditions of the Agreement pursuant to the terms and conditions set forth in this Third Amendment. Capitalized terms used herein but not otherwise defined have the same meanings as set forth in the Agreement.

**AMENDMENT**

1. Article II, Section 7(i) of Attachment 1 to the Agreement is deleted in its entirety.
2. The following new Section 13 is added at the end of Article II of Attachment 1 to the Agreement:

**13. Locate Services:**

- (a) Locate Requests. CDI shall be the contact for the UNCC locate service for the District. If CDI receives a locate request from a resident or third party outside the UNCC locate service, CDI shall advise the resident or third party that they must go through the UNCC locate service.
- (b) Locate Procedure. CDI shall follow the Underground Damage Prevention Safety Commission’s latest version of the *Best Practice – Locating & Marking Guidelines* or any successor guidelines.
- (c) Pre-Mobilization Determination. Upon receiving a locate request through UNCC, CDI shall first review applicable maps and other data/information to determine if the site of the locate request is near any District underground facilities. If the site of the locate request is not close to any of the District’s underground facilities, CDI shall provide an appropriately coded Positive Response and take no further action. CDI shall not charge the District for locate requests where CDI is able to determine the locate is not near the District’s underground facilities and mobilizing to the locate request site is not required.

- (d) Mobilization to Locate Request Site. If CDI determines that mobilization to the locate request site is necessary, CDI shall follow all State requirements for marking the locate and providing an appropriate Positive Response. In addition to meeting all other State requirements, CDI shall date-stamp photograph the entirety of the locate markings. Photographs shall include GPS information or include identifiable landmarks.
  
- (e) Billing. CDI shall invoice the District monthly for any locate mobilizations that occurred during the prior month at a rate of \$80 per hour. If the District requests an after-hours locate, CDI shall use a rate of \$125 per hour. The monthly locates invoice shall be separate from any other invoices CDI submits to the District pursuant to this Agreement. Locate invoices shall, at a minimum, contain the following information and documentation: i) UNCC Ticket Number; ii) location of the locate; iii) individual(s) who performed the locate; iv) the date and time of the locate; v) a date-stamped photograph(s) of the locate as marked; and, vi) a separate listing of the hourly charges for the locate services.
  
- (f) Failure to Perform Locate Request. If CDI fails to perform the appropriate locate markings after receiving a locate request that is near the District's underground facilities, it shall be solely responsible for the costs of repairing or replacing any portion of the District's facilities that is damaged or destroyed as a result of CDI's failure to perform the locate service.

Except as modified hereby, the Agreement shall remain in full force and effect, and this Third Amendment shall be binding upon the Parties and their respective successors and permitted assigns. If any inconsistency exists or arises between the terms of the Agreement and the terms of this Third Amendment, the terms of this Third Amendment shall prevail. This Third Amendment may be executed in counterparts and by facsimile or electronic pdf, each of which shall be an original, and together shall constitute one valid and binding instrument.

**IN WITNESS WHEREOF**, the Parties have signed this Third Amendment as of the Effective Date.

Roxborough Village Metropolitan District, a  
subdivision of the State of Colorado

Consolidated Divisions, Inc., a Colorado  
corporation d/b/a CDI Environmental  
Contractor

By: \_\_\_\_\_  
Mat Hart, President

By: \_\_\_\_\_  
Name Title

**FIRST AMENDMENT  
TO SEPTEMBER 1, 2022 MANAGEMENT AGREEMENT BETWEEN  
SDMS AND ROXBOROUGH VILLAGE METROPOLITAN DISTRICT**

This First Amendment (“*First Amendment*”), effective as of the [ ] day of April, 2023 (“*Effective Date*”), is entered into by and between Special District Management Services, Inc. (“*SDMS*”) and the Roxborough Village Metropolitan District, a political subdivision of the State of Colorado organized pursuant to C.R.S. § 32-1-101, *et seq.* (“*District*”). SDMS and the District are referred to collectively as the “*Parties*”.

**RECITALS**

A. The Parties entered into that certain Management Agreement effective September 1, 2022 (“*Agreement*”).

B. In accordance with Article VI, Section 4 of the Agreement, the Parties desire to amend the terms and conditions of the Agreement pursuant to the terms and conditions set forth in this First Amendment. Capitalized terms used herein but not otherwise defined have the same meanings as set forth in the Agreement.

**AMENDMENT**

1. In Appendix A to the Agreement, under “FIELD SERVICES (DISTRICT)”, delete Item #12 and renumber Item #13 as Item #12.

Except as modified hereby, the Agreement shall remain in full effect and this First Amendment shall be binding upon the Parties and their respective successors and assigns. If any inconsistency exists or arises between the terms of the Agreement and the terms of this First Amendment, the terms of this First Amendment shall prevail. This First Amendment may be executed in counterparts and by facsimile or electronic pdf, each of which shall be an original, and together shall constitute one valid and binding instrument.

**IN WITNESS WHEREOF**, the Parties have signed this First Amendment as of the Effective Date.

Roxborough Village Metropolitan District,  
political subdivision of the State of Colorado

Special District Management Services, Inc.

By: \_\_\_\_\_  
Mat Hart, President

By: \_\_\_\_\_  
Name Title

# Let's protect your community. Together.

## Flock Safety Sparrow™ ALPR Camera

The Flock Safety Sparrow is an affordable, discreet ALPR (automatic license plate recognition) camera for communities who want to solve and prevent crime in places they live, work, and play. Unlike traditional security cameras, the Sparrow captures the #1 piece of evidence local police need to solve crime, the license plate.

### Not your average security camera

#### Install anywhere

With solar power and LTE connectivity, we can install the Sparrow where it makes the most impact on crime.

#### No maintenance required

We install, maintain, and service your cameras for the life of your contract, all for one subscription price.

#### Vehicle Fingerprint Technology

If an incident occurs, search footage by vehicle type, make, color, license plate state, and other unique features like bumper stickers, decals, and roof racks.



# Join 1000+ communities using Flock Safety to eliminate crime



## Detect

objective evidence  
your police need to  
solve crime



## Decode

footage with machine  
learning so your  
police can investigate



## Deliver

real-time alerts to police  
if a wanted or stolen  
vehicle drives by

**Trustworthy technology that solves and prevents crime.**

90%

Reduction in  
reported  
package theft

\$40k

Savings per  
year vs  
installing a gate

60%

Crime reduction  
in Cobb County,  
GA

"Flock has proven time and again  
to keep us safe. We couldn't ask  
for a better system to stop  
neighborhood crime."

– Andy Moseley  
Conifer Place HOA



# Capture the evidence police need 24/7, and help stop crime



Identify vehicle body type, make, color, license plate (partial, missing, or covered plates), temporary plates, license plate state, and unique features like decals, bumper stickers, and accessories.

## Solar Panel

- Voltage: 18-20V
- Weight: 9.6lbs (with hardware)
- Length: 21.25"
- Width: 14"
- Depth: 2"
- Mount: atop pole with bolts

## Pole

- DOT breakaway pole: 6', 12'
- Material: SCH 40
- Alloy: 6061
- Weight: 32 lbs

## Camera

- Length: 8.75"
- Height: 5"
- Width: 2.875"
- Mount: Adjustable band clamps
- Weight: 3lbs
- Footage: Uploads via LTE
- Line of Sight: 15' wide, 30-65' distance
- Assembly: Flock Safety in Atlanta, GA
- Speed Capture:  $\leq$ 100MPH



### **Option 1:**

9 Cameras Inbound Only  
\$22,500 Annually

\$3150 One-time installation cost

### **Option 2:**

18 Cameras Inbound and Outbound  
\$42,750 Annually

\$6,300 One-time installation cost

## **Annual Subscription Includes**

### **CAMERA HARDWARE**

- ✓ Automatic License Plate Reader
- ✓ Solar or DC Power
- ✓ Mounting Equipment
- ✓ Maintenance Warranty

### **HOSTING & ANALYTICS**

- ✓ Cloud Hosting & LTE Connectivity
- ✓ Unlimited User Licenses
- ✓ Hotlist Integration & Alerts
- ✓ Ongoing Software Enhancements

Roxborough Village Metropolitan District  
141 Union Blvd. Suite 150  
Lakewood, CO 80228  
303-987-1898

**2022 2023**

**Application and Revocable Park Use Permit for Sport Fields for Youth Sport  
Team/League Use, and  
Sport Fields Release Waiver and Indemnification**

**Please complete the entire form and submit to Roxborough Village  
Metropolitan District, Attention: Peggy Ripko, 141 Union Blvd. Suite 150 Lakewood,  
CO 80228 or via email at [pripko@sdmsi.com](mailto:pripko@sdmsi.com).**

**Teams/Leagues comprised of players not less than half of which are residents of or  
attending schools within Roxborough Village Metropolitan District (“District”) will  
receive priority for reserving sport fields. At least one team/league coach must be a  
resident of the District, who is not less than 21 years of age. A resident coach must be  
present at all reserved times.**

\_\_\_\_\_ Number of Resident Players  
\_\_\_\_\_ Number of Non-Resident Players

Name of Organization: \_\_\_\_\_

Address of Organization: \_\_\_\_\_

Name of Park:                      Community Park                                      Chatfield Farms

Dates of Use: From \_\_\_\_\_ to \_\_\_\_\_

Days of Use: Sun. Mon. Tues. Wed. Thurs. Fri. Sat.                      (Circle all that apply)

Times of Use: \_\_\_\_\_ a.m./p.m. to \_\_\_\_\_ a.m./p.m.

Resident Coach's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: Office \_\_\_\_\_ Home \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Additional Coach's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: Office \_\_\_\_\_ Home \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Age Group: \_\_\_\_\_  Male  Female Sport: \_\_\_\_\_

### POLICY

Teams/Leagues may reserve use times from 3:30 p.m. until dusk Monday through Saturday. No uses are permitted on Sunday. There is a \$25.00 per day fee for field use for weekdays and a \$50.00 per day fee for field use for weekend use for teams/leagues comprised of players not less than half of which are residents of or attending schools within the District. For teams/leagues that do not meet this resident threshold the fee shall be \$50.00 per day for field use for weekdays and a \$100.00 per day for field use for weekend use. A refundable damage deposit will be collected and held in the amount of \$300.00 for resident teams/leagues and \$500 for non-resident teams/leagues. Once the fee and refundable damage deposit are made, the eligible team/league will receive the key to the sport's box.

Revocable Park Use Permits for Sport Fields for Youth Sport Team/League Use ("Use Permit") will be issued seasonally on a first come first serve basis starting February 15th of each year. The following must be submitted in order to be considered for a Use Permit:

- 1) A completed Application for Revocable Park Use Permit for Sport Fields for Youth Sport Team/League Use;
- 2) A formal roster of all team players with their addresses or addresses of schools they attend within the District;
- 3) A Sport Fields Release Waiver and Indemnification signed by a parent or guardian for each player;
- 4) A Sport Fields Release Waiver and Indemnification signed by each coach;
- 5) A Sport Fields Release Waiver and Indemnification signed on behalf of the sponsoring organization.

The applicable fees are due in full no less than seven (7) days prior to the first requested reservation date. The fees are charged per season. There is one season each year for baseball and football. There are two seasons each year for softball (Spring/Summer) and soccer (Spring/Fall). The fees are payable to Roxborough Village Metropolitan District. No refunds will be issued for days in which the field was not used.

**PERMIT CONDITIONS**

The Permit holder agrees to comply with the District’s (to be attached hereto) **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.**

In addition, the following conditions shall also apply:

- i. Disorderly conduct and / or abusive language are prohibited and shall be cause for revocation of the Use Permit.
- ii. A copy of Use Permit must be in the possession of the resident coach and shown to District personnel upon request.
- iii. District parks and facilities are patrolled by local law enforcement agencies. Use of the facilities is subject to all applicable state and local laws and regulations.

iv. ~~The District will groom the Softball field infield once a week and mark outfield lines in grass area monthly. Permit holder will be responsible for marking infield lines. VIOLATION OF ANY OF THE USE PERMIT CONDITIONS MAY RESULT IN IMMEDIATE RENOVATION OF THE USE PERMIT AND PERMIT HOLDER SHALL NOT BE ENTITLED TO A REFUND.~~ ~~Permit holder will be responsible for marking infield lines. District will groom the Softball field infield once a week and mark outfield lines in grass area monthly. Permit holder will be responsible for marking infield lines. VIOLATION OF ANY OF THE USE PERMIT CONDITIONS MAY RESULT IN IMMEDIATE RENOVATION OF THE USE PERMIT AND PERMIT HOLDER SHALL NOT BE ENTITLED TO A REFUND.~~

v. This Use Permit is non-assignable.  
I have read, understand, fully agree with and accept all responsibility for the terms and conditions of this Use Permit.

Signature of Applicant \_\_\_\_\_  
(Name of Organization)

Date \_\_\_\_\_

I have read, understand, fully agree with and accept all responsibility for the terms and conditions of this Use Permit.

Signature of Applicant \_\_\_\_\_  
(Name of Organization)

Date \_\_\_\_\_

-----

Roxborough Village Metropolitan District  
**Revocable Park Use Permit for Sport Fields**  
**for Youth Sport Team/League Use**  
(To be completed by District office personnel)

Name of Organization: \_\_\_\_\_

Address of Organization: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of Park / Location: \_\_\_\_\_

Dates of Use: From \_\_\_\_\_ to \_\_\_\_\_

Days of Use: Sun. Mon. Tues. Wed. Thurs. Fri. Sat. (Circle all that apply)

Times of Use: From \_\_\_\_\_ to \_\_\_\_\_

Approved     Disapproved    Date \_\_\_\_\_

Fee:

Resident Team/League (\$25 weekday/ \$50 weekend - \$300 refundable damage deposit)

Non-Resident Team/League (\$25 50weekday/ \$50 100weekend - \$300 500refundable

damage deposit)

Cash     Check #     Other    Total \$ \_\_\_\_\_

Special Conditions: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**SPORT FIELDS RELEASE WAIVER AND INDEMNIFICATION**  
**(PARENT/LEGAL GUARDIAN)**

I, \_\_\_\_\_, am an adult signing on my own behalf and on behalf of my minor child/minor child \_\_\_\_\_ for whom I am the parent and/or legal guardian named who wishes to participate in sports activities on sport fields operated by Roxborough Village Metropolitan District, Douglas County, Colorado (the "District").

I recognize the possibility of physical injury associated with use of sports fields operated by the District and/or from participation in athletic activities including but not limited to soccer, football, baseball, and softball. I agree that my minor child, and I will abide by the Rules and Regulations of the District, and release the District from all liability for property damage and bodily injury, occurring directly or indirectly, in connection with such use of District property.

I RELEASE, INDEMNIFY AND HOLD HARMLESS the Roxborough Village Metropolitan District, its directors, employees, agents and subcontractors, from and against any and all claims, actions, causes of action, liabilities and suits resulting from my child's use of District property and/or participation in athletic activities on the District property.

I have read the Release Waiver and Indemnification and fully understand its content.

I acknowledge the receipt of a copy of the District Rules and Regulations.

\_\_\_\_\_  
Parent's/Legal Guardian's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Printed name of signer)

Name of Minor: \_\_\_\_\_

**SPORT FIELDS RELEASE WAIVER AND INDEMNIFICATION**  
**(COACH)**

I, \_\_\_\_\_, wish to participate in sports activities on sport fields operated by Roxborough Village Metropolitan District, Douglas County, Colorado.

I recognize the possibility of physical injury associated with athletic activities including but not limited to soccer, football, baseball, and softball. I will abide by the Rules and Regulations of the District, and the Permit Conditions and release the District from all liability for property damage and bodily injury, occurring directly or indirectly, in connection with such use of District property.

I RELEASE, INDEMNIFY AND HOLD HARMLESS the Roxborough Village Metropolitan District its directors, employees, agents and subcontractors, from and against any and all claims, actions, causes of action, liabilities and suits as a result of my participation in athletic activities and use of the District property.

I have read this Release Waiver and Indemnification and fully understand its content.

UNDERSIGNED

\_\_\_\_\_ (signature)

\_\_\_\_\_ (Printed name of signer)

Title: \_\_\_\_\_

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

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SPORT FIELDS RELEASE WAIVER AND INDEMNIFICATION**  
**(ORGANIZATION)**

I, \_\_\_\_\_, am authorized to sign this Release Waiver and Indemnification on behalf of \_\_\_\_\_ (name of organization) (“Organization”). The Organization accepts responsibility for all liability associated with the Organization’s use of the sport fields operated by the District, including, but not limited to any damage to District property and bodily injury, occurring directly or indirectly, in connection with such use of District property.

The Organization releases the District from all liability for property damage and bodily injury, occurring directly or indirectly, in connection with such use of District property. The Organization RELEASES, INDEMNIFIES AND HOLDS HARMLESS the Roxborough Village Metropolitan District its directors, employees, agents and subcontractors, from and against any and all claims, actions, causes of action, liabilities and suits as a result of the Organization’s and use of the District property.

UNDERSIGNED

\_\_\_\_\_ (Name of Organization)

By: \_\_\_\_\_ (signature)

\_\_\_\_\_ (Printed name of signer)

Title: \_\_\_\_\_

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

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Roxborough Village Metropolitan District**  
141 Union Blvd. Suite 150  
Lakewood, CO 80228  
303-987-0835

**2022** 2023

**Application and Revocable Park Use Permit for Sport Fields for Adult**

**Sport Team/League Use, and**  
**Sport Fields Release Waiver and Indemnification**

**Please complete the entire form and submit to Roxborough Village Metropolitan District, Attention: Peggy Ripko, 141 Union Blvd. Suite 150 Lakewood, Colorado 80228 or via email at [pripko@sdmsi.com](mailto:pripko@sdmsi.com).**

**Teams/Leagues comprised of players not less than half of which are residents of Roxborough Village Metropolitan District (“District”) will receive priority for reserving sport fields. At least one team/league coach must be a resident of the District, who is not less than 21 years of age. A resident coach must be present at all reserved times.**

\_\_\_\_\_ Number of Resident Players  
\_\_\_\_\_ Number of Non-Resident Players

Name of Organization: \_\_\_\_\_

Address of Organization: \_\_\_\_\_

Name of Park (circle):     Community Park       Chatfield Farms

Dates of Use: From \_\_\_\_\_ to \_\_\_\_\_

Days of Use: Sun. Mon. Tues. Wed. Thurs. Fri. Sat. (Circle all that apply)

Times of Use: \_\_\_\_\_ a.m./p.m. to \_\_\_\_\_ a.m./p.m.

Resident Coach's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: Office \_\_\_\_\_ Home \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Additional Coach's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: Office \_\_\_\_\_ Home \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Age Group: \_\_\_\_\_  Male  Female Sport: \_\_\_\_\_

### **POLICY**

Teams/Leagues may reserve field use times from 4:00 p.m. until 8:30 p.m. on Monday through Friday and 9:00 a.m. until 6:00 p.m. on Saturday and Sunday. For resident teams/leagues there is a \$35.00 per day fee for field use on weekdays and \$70 per day for weekend use. For teams/leagues that do not meet this resident threshold the fee shall be \$50.00 per day for field use for weekdays and a \$100.00 per day for field use for weekend use. A refundable damage deposit will be collected and held in the amount of \$300.00 for resident teams/leagues and \$500 for non-resident teams/leagues. Once the fee and refundable damage deposit are made, the eligible team will receive the key to the sport's box.

Revocable Park Use Permits for Sport Fields for Adult Sport Team/League Use ("Use Permit") will be issued seasonally on a first come first serve basis starting February 15<sup>th</sup> of each year. The following must be submitted in order to be considered for a Use Permit:

- 1) A completed Application for Revocable Park Use Permit for Sport Fields for Adult Sport Team/League Use;
- 2) A formal roster of all team players with their addresses;
- 3) A Sport Fields Release Waiver and Indemnification signed by each player;
- 4) A Sport Fields Release Waiver and Indemnification signed by each coach;
- 5) A Sport Fields Release Waiver and Indemnification signed on behalf of the sponsoring organization.

The applicable fees are due in full no less than seven (7) days prior to the first requested reservation date. The fees are charged per season. There is one season each year for baseball and football. There are two seasons each year for softball (Spring/Summer) and soccer (Spring/Fall). The fees are payable to Roxborough Village Metropolitan District.

No refunds will be issued for days in which the field was not used.

**PERMIT CONDITIONS**

The Permit holder agrees to comply with the District's (to be attached hereto) **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.**

In addition, the following conditions shall also apply:

- i. Disorderly conduct and / or abusive language are prohibited and shall be cause for revocation of the Use Permit.
- ii. A copy of Use Permit must be in the possession of the resident coach and shown to District personnel upon request.
- iii. District parks and facilities are patrolled by local law enforcement agencies. Use of the facilities is subject to all applicable state and local laws and regulations.

- iv. The District will groom the Softball field infield once a week and mark outfield lines in grass area monthly. Permit holder will be responsible for marking infield lines. If Permit holder desires

**VIOLATION OF ANY OF THE USE PERMIT CONDITIONS MADE RESULT IN IMMEDIATE REVOCATION OF THE USE PERMIT AND PERMIT HOLDER SHALL NOT BE ENTITLED TO A REFUND.**

- v. This Use Permit is non-assignable.

I have read, understand, fully agree with and accept all responsibility for the terms and conditions of this Use Permit.

Signature of  
Applicant \_\_\_\_\_

(Name of Organization)

Date \_\_\_\_\_

**Roxborough Village Metropolitan District**  
**Revocable Park Use Permit for Sport Fields for**  
**Adult Sport Team/League Use**  
(To be completed by District office personnel)

Name of Organization: \_\_\_\_\_

Address of Organization: \_\_\_\_\_  
\_\_\_\_\_

Name of Park / Location: \_\_\_\_\_

Days and dates of Use: S M T W T H F S From \_\_\_\_\_ to \_\_\_\_\_

Days of Use: Sun. Mon. Tues. Wed. Thurs. Fri. Sat. (Circle all that apply)

Times of Use: From \_\_\_\_\_ to \_\_\_\_\_

Approved  Disapproved Date \_\_\_\_\_

Fee:  Resident (\$35 weekday/ \$70 weekend - \$300 refundable damage deposit)  
 Non-Resident (\$50 weekday/ \$100 weekend - \$500 refundable damage deposit)

Cash  Check # \_\_\_\_\_  Other \_\_\_\_\_ Total \$ \_\_\_\_\_

Special Conditions:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

SPORT FIELDS RELEASE WAIVER AND INDEMNIFICATION  
(INDIVIDUAL)

By my signature below, I represent that I am an adult signing on my own behalf and who wishes to participate in sports activities on sport fields operated by Roxborough Village Metropolitan District, Douglas County, Colorado (the "District").

I recognize the possibility of physical injury associated with use of sports fields operated by the District and/or from participation in athletic activities including but not limited to soccer, football, baseball, and softball. I agree I will abide by the Rules and Regulations of the District, and release the District from all liability for property damage and bodily injury, occurring directly or indirectly, in connection with such use of District property.

I RELEASE, INDEMNIFY AND HOLD HARMLESS the Roxborough Village Metropolitan District, its directors, employees, agents and subcontractors, from and against any and all claims, actions, causes of action, liabilities and suits resulting from my use of District property and/or participation in athletic activities on the District property.

I have read the Release Waiver and Indemnification and fully understand its content. I acknowledge the receipt of a copy of the District Rules and Regulations.

Signature \_\_\_\_\_ Name \_\_\_\_\_

**SPORT FIELDS RELEASE WAIVER AND INDEMNIFICATION**  
**(COACH)**

I, \_\_\_\_\_, wish to participate in sports activities on sport fields operated by Roxborough Village Metropolitan District, Douglas County, Colorado.

I recognize the possibility of physical injury associated with use of sports fields operated by the District and/or from participation in athletic activities, including but not limited to, soccer, football, baseball, and softball. I will abide by the Rules and Regulations of the District, and the Permit Conditions, and release the District from all liability for property damage and bodily injury, occurring directly or indirectly, in connection with such use of District property.

I RELEASE, INDEMNIFY AND HOLD HARMLESS the Roxborough Village Metropolitan District its directors, employees, agents, and subcontractors, from and against any and all claims, actions, causes of action, liabilities, and suits as a result of my participation in athletic activities and use of the District property.

I have read this Release Waiver and Indemnification and fully understand its content. I acknowledge the receipt of a copy of the District Rules and Regulations.

UNDERSIGNED

\_\_\_\_\_ (signature)

\_\_\_\_\_ (printed name of signer)

Title: \_\_\_\_\_

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

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SPORT FIELDS RELEASE WAIVER AND INDEMNIFICATION**  
**(ORGANIZATION)**

I, \_\_\_\_\_, am authorized to sign this Release Waiver and Indemnification on behalf of \_\_\_\_\_ (name of organization) (“Organization”). The Organization accepts responsibility for all liability associated with the Organization’s use of the sport fields operated by the District, including, but not limited to any damage to District property, and bodily injury, occurring directly or indirectly, in connection with such use of District property.

The Organization releases the District from all liability for property damage and bodily injury, occurring directly or indirectly, in connection with such use of District property. The Organization RELEASES, INDEMNIFIES AND HOLDS HARMLESS the Roxborough Village Metropolitan District its directors, employees, agents and subcontractors, from and against any and all claims, actions, causes of action, liabilities and suits as a result of the Organization’s use of the District property.

UNDERSIGNED

\_\_\_\_\_ (Name of Organization)

By: \_\_\_\_\_ (signature)

\_\_\_\_\_ (printed name of signer)

Title: \_\_\_\_\_

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

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## **Amendment to District Rules & Regulations Parks and Open Space**

1.17 The operation of any motorized vehicle or equipment on or through parks and open space owned or maintained by the District is prohibited except for the following:

A. District vendor and contractor service vehicles and equipment required for services to be performed on non-paved areas of parks or open space such as mowing equipment, tree trimming, planting or mulching equipment, equipment required in order to complete repairs, all other vehicles and equipment operated shall be permitted to operate only on concrete or paved areas unless the contractor or vendor has obtained an access permit from the District.

B. Law enforcement, fire, rescue, and emergency vehicles and equipment, including the sheriff, other law enforcement, Colorado Division of Wildlife, and animal welfare.

C. Vehicles and equipment operated at the direction of public agencies, when being used by such entities to install or maintain facilities located in their easements or rights-of-way.

The following motorized vehicles or equipment shall be permitted to operate on or through parks and open space owned or maintained by the District as long as such vehicle or equipment is operated only on the concrete or paved areas:

A. Class I and II electrical assisted bikes as defined by C.R.S. 42-1-102 are permitted.

B. Wheelchair, as that term is defined under the Americans with Disabilities Act (ADA) Part 35, to mean a manually-operated or power-driven device designed primarily for use by an individual with a mobility disability for the main purpose of indoor or of both indoor and outdoor locomotion.

C. Other power-driven mobility device means any mobility device powered by batteries, fuel, or other engines--whether or not designed primarily for use by individuals with mobility disabilities--that is used by individuals with mobility disabilities for the purpose of locomotion, including golf cars, electronic personal assistance mobility devices (EPAMDs), such as the Segway® PT, or any mobility device designed to operate in areas without defined pedestrian routes, but that is not a wheelchair within the meaning of this section.

Other Power-Driven Mobility Devices are permitted subject to the following:

<b>Other Power-Driven Mobility Devices (OPDMD's) Not a wheelchair as defined under the Americans with Disabilities Act (ADA) Part 35.</b>		
<p>Electric Powered; Electric Personal Assistance Mobility Devices (EPAMD'S)</p>	<p>EPAMD's are permitted to operate on concrete or paved trails and parking lots owned or maintained by the District and are restricted to the following: EPAMD's cannot:</p> <ul style="list-style-type: none"> <li>• Carry more than 2 persons</li> <li>• Exceed 250 pounds</li> <li>• Exceed 36" maximum width</li> <li>• Exceed speed of 10 MPH</li> </ul>	<p>EPAMD's are permitted to operate in Parks and Open Space on concrete or paved trails and parking lots. EPAMD's are not permitted to operate off designated concrete or paved trails or parking lots</p>
<p>Fuel Powered – (internal combustion engines)</p>		<p>Fuel Powered OPDMD's are not permitted to operate in parks and open space, and facilities owned or managed by the District</p>

Roxborough Village Metropolitan District  
Public Meeting Notice, Agenda, Meeting Packet and Director, Consultant, or Vendor  
Expectations  
RVMD Board of Directors

The following are policy and procedures adopted by the Board of Directors to facilitate the orderly creation of meeting agendas and notice and posting requirements. In the event of any conflict or discrepancy with prior Board policy or procedure, this current policy or procedures will control.

1. Formulation of Public Meeting Agenda and Meeting Packets.

In order to facilitate the formulation of agendas and meeting packets for public meetings, the following procedures are established for all Regular Board Meetings and to the extent practical, any Special Board Meetings. Twelve (12) calendar days prior to the meeting date, the Board President, or his or her designee, and/or the District's Business Manger shall request agenda items and/or meeting packet inclusions from Board members. Board members shall provide any agenda items or meeting packet inclusions they propose for the meeting no later than eight (8) calendar days prior to the meeting date. The Board President or his/her designee and the District Manager shall then meet to finalize the meeting agenda and packet in order to have the Meeting Notice Agenda and Meeting Packet published as specified in Section 2.

2. Public Meeting Notice Agenda and Meeting Packets Posting Requirements.

Meeting Notice Agenda and Meeting Packet information for all Regular Board Meetings shall be posted on the District's website no later than three (3) business days preceding the Regular Board Meeting date and time. To the extent practical, the same shall hold true for any Special Board Meeting. In addition, the Meeting Notice Agenda and Meeting Packet shall be delivered at the same time, but not later than the day before the scheduled meeting, to District residents that have provided an email contact. The purpose of this policy is to affirm the Board's commitment to accountability and transparency by fostering public engagement and participation by such advance notification. In the event such advance notification is not made or agenda topic, items of information are added after such time period, no formal action or vote shall be had on any such matter except for those matters that pose a health or safety concern or are otherwise emergent issues requiring immediate Board attention and the Board by a Director motion and majority approval consent to such consideration. Otherwise, any such items or matters may be discussed but will be held over for action to the next Board meeting.

3. Meeting Notice Agenda Items Involving District Residents.

Any meeting notice agenda items identifying any specific District resident communication, issues, concerns, or the like, will be entertained at such meeting provided such meeting topic or item is properly noticed under the Meeting Notice Agenda and Meeting Packet provision and the District resident has been advised by separate communication the topic or item will be discussed at such meeting and is invited to attend such meeting. In the event the resident is not so advised any discussion or action on such agenda topic or item shall be deferred to a future meeting where the resident has been so advised.

4. Director, Consultant or Vendor Meeting Expectations.

It is the expectation of the RVMD Board of Directors that each Director, Consultant, and Vendor that is to participate in any Board Meeting have reviewed all Meeting Agenda items and Meeting Packet information prior to the meeting in order to proceed in a timely and efficient manner.

*Peggy Ripko*

**District Manager & Community Management Division Manager**

**Special District Management Services, Inc.**

141 Union Boulevard, Suite 150

Lakewood, CO 80228-1898

[pripko@sdmsi.com](mailto:pripko@sdmsi.com)

Phone: 303-987-0835

*The information contained in this electronic communication and any document attached hereto or transmitted herewith is confidential and intended for the exclusive use of the individual or entity named above. If the reader of this message is not the intended recipient or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any examination, use, dissemination, distribution or copying of this communication or any part thereof is strictly prohibited. If you have received this communication in error, please immediately notify the sender by reply e-mail and destroy this communication. Thank you.*

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**From:** Brandy Hughes <[Brandy.Hughes@kchoa.com](mailto:Brandy.Hughes@kchoa.com)>

**Sent:** Thursday, February 23, 2023 3:26 PM

**To:** Ephram Glass <[ephramglass@roxboroughmetrodistrict.org](mailto:ephramglass@roxboroughmetrodistrict.org)>

**Cc:** Kelley B. Duke <[KDuke@irelandstapleton.com](mailto:KDuke@irelandstapleton.com)>; Peggy Ripko <[pripko@sdmsi.com](mailto:pripko@sdmsi.com)>; Dino A. Ross <[DRoss@irelandstapleton.com](mailto:DRoss@irelandstapleton.com)>; Larry Loften <[lloften@sdmsi.com](mailto:lloften@sdmsi.com)>; Mathew Hart <[mathewhart@roxboroughmetrodistrict.org](mailto:mathewhart@roxboroughmetrodistrict.org)>

**Subject:** RE: [External] RE: Concrete for R16B

Hello Ephram,

If possible, the Board would like to move forward on the Metro District taking on those tracts.

For the Monument sign, this was approved in 2022 to give the land back to the owner, but no paperwork was received. Please let me know what I need to do to get this completed.

Thank you,

**Brandy Hughes**

Community Association Manager | KC & Associates, LLC

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

Direct: 303-634-2887 | Office: 303-933-6279 | Fax: 303-933-9299

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



**We at KC & Associates hope everyone is staying healthy and positive during this time. We greatly appreciate your understanding and patience while we work to have employees safely and effectively working remotely, as to ensure lack of interruption to our clients daily needs.**

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sign

8/24/01  
# 01078157  
Bk 2116 Pg 636  
Douglas Co.

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

This Easement Agreement ("Easement Agreement") is made and entered into this 27 day of May, 2001, by and between Sandra Jean Ray, an individual whose address is 7752 Rampart Way, Littleton, Colorado 80125 ("Grantor"), and Roxborough Village Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado ("Grantee").

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

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

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

1. The Easement shall be for the nonexclusive use and benefit of Grantee, its successors, and assigns. Grantee agrees to undertake all activities authorized by this Easement Agreement in a manner that will not unreasonably interfere with the use of adjacent property owned by Grantor.

2. The Easement is granted for the purpose of permitting Grantee to reconstruct, use, operate, maintain, repair, replace, and/or remove a monument sign and any related structures, facilities, and appurtenances reasonably necessary to facilitate same (the "Improvements").

3. Grantee is hereby granted a perpetual, non-exclusive right of access across such portions of Grantor's property adjacent to the Easement Premises as is reasonably necessary to Grantee's reconstruction, use, operation, maintenance, repair, replacement, and/or removal of the Improvements.

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

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

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

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

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

**IF TO GRANTOR:**

Sandra Jean Ray  
7752 Rampart Way  
Littleton, Colorado 80125

**IF TO GRANTEE:**

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

**WITH A COPY TO:**

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

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

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

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

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

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

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

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

GRANTOR: SANDRA JEAN RAY

*Sandra Jean Ray*  
Sandra Jean Ray

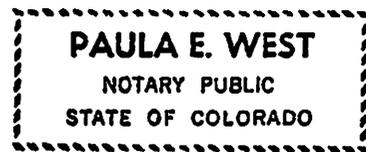
STATE OF COLORADO )  
 ) ss.  
COUNTY OF Arapahoe )

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

Witness my hand and official seal.

My commission expires: January 28, 2002

*Paula E. West*  
Notary Public



My Commission Expires Jan. 28, 2002

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

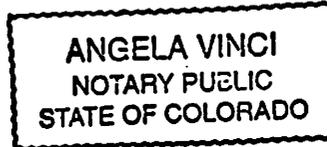
By: Linda K. Goodrich  
Linda K. Goodrich, President

STATE OF COLORADO )  
 ) ss.  
COUNTY OF Arapahoe )

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

Witness my hand and official seal.

My commission expires: 2/23/2001



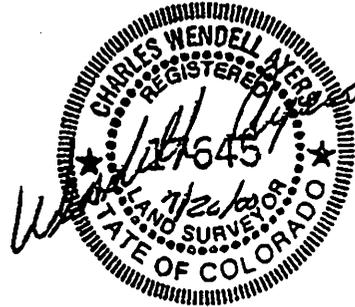
Angela Vinci  
Notary Public

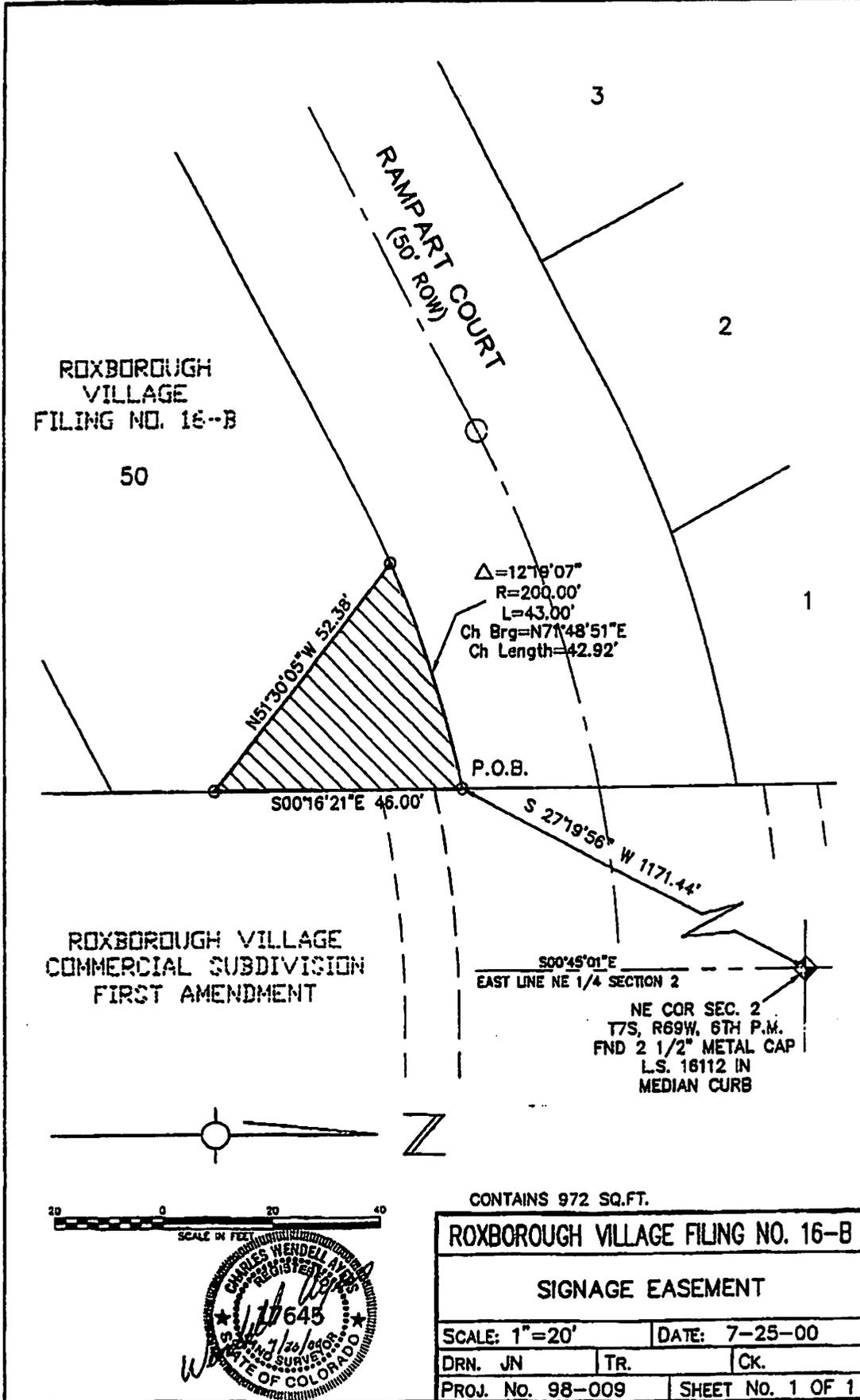
Signage Easement

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

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

Containing 972 square feet more or less.





ROXBOROUGH VILLAGE FILING NO. 16--B

50

RAMPART COURT (50' ROW)

$\Delta=127^{\circ}07'$   
 $R=200.00'$   
 $L=43.00'$   
Ch Brg= $N71^{\circ}48'51''E$   
Ch Length= $42.92'$

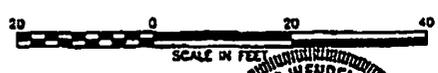
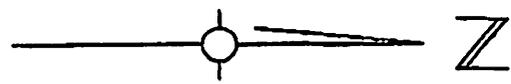
P.O.B.

$S00^{\circ}16'21''E$  46.00'

$S$  27°19'56" W 1171.44'

ROXBOROUGH VILLAGE COMMERCIAL SUBDIVISION FIRST AMENDMENT

$S00^{\circ}45'01''E$   
EAST LINE NE 1/4 SECTION 2  
NE COR SEC. 2  
T7S, R69W, 6TH P.M.  
FND 2 1/2" METAL CAP  
L.S. 18112 IN  
MEDIAN CURB



CONTAINS 972 SQ.FT.

ROXBOROUGH VILLAGE FILING NO. 16-B		
SIGNAGE EASEMENT		
SCALE: 1"=20'	DATE: 7-25-00	
DRN. JN	TR.	CK.
PROJ. NO. 98-009	SHEET NO. 1 OF 1	

Vertical text on the left margin: 10/25/04 3:13 PM, 10/25/04 3:13 PM, 10/25/04 3:13 PM, 10/25/04 3:13 PM, 10/25/04 3:13 PM

