

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT

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

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

NOTICE OF MEETING AND AGENDA

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expires:</u>
Mark Rubic	President	2025/May 2025
Debra Prysby	Vice President	2027/May 2027
Ephram Glass	Treasurer	2027/May 2027
Travis Jensen	Secretary	2025/May 2025
Mat Hart	Assistant Secretary	2025/May 2025

DATE: February 21, 2024

TIME: 6:00 p.m.

LOCATION: Roxborough Intermediate School
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

** 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

B. Additions/Deletions/Approval of Agenda

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. 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.

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.

- Review and consider approval of the December 20, 2023 and January 17, 2024 regular meeting minutes (to be distributed).
- Review and consider approval of the February 12, 2024 special meeting minutes (enclosure)

IV. CONTRACTOR/CONSULTANT REPORTS

A. Landscaping Updates- CDI Landscape, LLC (5 minutes)*

- 1) Monthly Report (enclosure).
-

- 2) Proposals for Pre-Emergent Weed Spray (enclosures)
-

B. Engineering Updates- Farnsworth (2 minutes)*

V. FINANCIAL MATTERS- (3 minutes)*

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

Fund	Period Ending January 31, 2024
Total Claims	\$14,960.72

- 2) Review and accept unaudited financial report for the period ending January 31, 2024 (enclosure)
-

VI. LEGAL MATTERS

A. Consider approval of the Roxborough Marketplace Irrigation System and Water Supply Installation Agreement. (enclosure) (5 minutes)*

- B. Board consideration of Intergovernmental Agreement for Use of Foothills Recreation Amenities (enclosure) (5 minutes)*
-

- C. Discuss CORE request for easement (enclosure) (5 minutes)*Other
-

VII. AGENDA PRIORTIES

- A. Status of the updated Airplane Park Playground installation proposal or consider of approval if needed (enclosures). (2 minutes)*
-

- B. Update on the status of the engineering ADA Accessibility survey for Community Park for playground placement and installation. (10 minutes)*
-

- C. Review and consider approval of the Audit Proposal for the 2023 Audit Proposal (enclosure). (2 minutes)*
-

- D. Board consideration and approval of the revised HOA cost allocation for maintenance services, and communication (enclosure). (10 minutes)*
-

- E. Board determination regarding how to proceed with Bailey Tree replacement proposal (enclosure) (3 minutes)*
-

VIII. OPERATION AND MAINTENANCE MATTERS

- A. District management updates. *SDMS to provide written updates/enclosures on the following items to be included in the Board packet* (2 minutes).

- 1. Review lists of current approved and requested community permits (Sports Field Use, Park Areas & Gazebo, Food Truck Vendors, etc.) (no new requests).
-

- 2. SDMS Monthly Report (enclosure)
-

- 3. Update regarding website
-

- B. General Updates regarding ongoing projects; (5 minutes) *
 - 1. Update and Status on the Handyperson RFP published on SDA and disseminated on Roxborough Community Forum Facebook Site.

 - 2. Chatfield Farms Planter Project.

 - 3. Update and Status of softball field renovation.

 - 4. Community Park Restroom Repairs – any needed discussion and approval for issue with door locks.

IX. DIRECTOR MATTERS

- A. Discuss whether to accept irrigation checks documentation supplied by CDI (enclosure). (10 minutes)*

 - B. Update on Homeowner’s comments, concerns, and request dealing with trees blocking their view of Crystal Lake in Arrowhead Shores HOA (2 minutes)*

 - C. Signage committee update. (2 minutes)*

 - D. Environmental committee update. (2 minutes)*

 - E. Update on recalculation of capital contributions for Chatfield Farms (2 minutes)*

 - F. Board approval of the use of safety grant funds. (2 minutes)*

 - G. Board consideration/approval of the Ark Proposal for Roxborough and Chatfield Farms for 2024 proposal. (enclosure) (2 minutes)*

- X. Executive Session pursuant to C.R.S. 24-6-402(4)(a) and (e) concerning the broker opinion of value for Tracts G, H1, and I1.

XI. 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>
-

XII. ADJOURNMENT

**THE NEXT REGULAR MEETING IS SCHEDULED FOR WEDNESDAY,
MARCH 20, 2024**

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE ROXBOROUGH VILLAGE METROPOLITAN DISTRICT HELD February 12, 2024

A Special Meeting of the Board of Directors (referred to hereafter as the "Board") of Roxborough Village Metropolitan District (the "District") was convened on Monday, the 12th day of February, 2024 at 6:00 p.m. at the Roxborough Library, 8375 N. Rampart Range Rd, Littleton, CO 80125. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

Debra Prysby
Ephram Glass
Mark Rubic
Mathew Hart
Travis Jensen

Also In Attendance Were:

Malia Chapman (President of Chatfield Farms 1B HOA)
Neil Chapman (Resident of Chatfield Farms 1B HOA)
Michael Giarratano (Board Member of Chatfield Farms 1B HOA)

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

I. ADMINISTRATIVE MATTERS

A. 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. Dir. Rubic 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.

B. Additions/Deletions/Approval of Agenda

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

II. PUBLIC COMMENTS/HOMEOWNER REQUESTS

The homeowners present from Chatfield Farms 1B HOA commented that the trucks traveling on Waterton Rd were loud because they were using engine braking, and the speeding vehicles on Waterton Rd made left turns from Campfire St dangerous and was dangerous for pedestrians as well. The homeowners requested installation of a 'No Engine Braking' sign and requested looking into moving the speed limit signs so the Campfire St and pedestrian crossing to the High Line Canal were within the 25 MPH zone that currently starts just west of the intersection. The Board agreed to look into inviting a traffic representative from Douglas County to meet with the Metro District Board to discuss making those changes. The homeowners also discussed bushes growing into the path at the entrance to the High Line Canal on the north side of Waterton Rd. The Board noted that area was on Douglas County land and the District doesn't have written permission to maintain that area but was working towards such an agreement. Dir. Rubic said he'd ask the Metro District attorney if the District could cut back the bushes in the interim.

III. BOARD DISCUSSION MATTERS

A. Discuss and Consider Approval, after discussion/action to make an exception to our Board-Only meeting procedures, of the updated Airplane Park Playground installation proposal (enclosures).

Dir. Rubic asked the Board if they were ok making a decision on a cost change in the Airplane Park Playground proposal. The Board unanimously agreed with proceeding. After some discussion, Dir. Rubic made a motion to approve the original Rocky Mountain Recreation proposal of \$39,227.50 that included replacement of the engineered wood chips. The motion was seconded by Dir. Glass, and upon vote, unanimously carried.

B. Update and Status of the engineering ADA Accessibility survey for Community Park for playground placement and installation

Dir. Glass noted Farnsworth was out at Community Park doing the drone surveying on February 1st. Dir. Rubic said he'd follow up with Peggy Ripko to get the surveying report from Farnsworth.

C. Review revised HOA cost allocation for maintenance services and discuss next steps (enclosures).

The Board discussed the quotes from CDI and directed Dir. Rubic to have SDMS draft letters to the respective HOAs, with review from Dino Ross, informing them of the cost to maintain the landscaping and snow removal on land owned by the HOAs. Dir. Rubic was also directed to ask CDI for a cost for performing snow removal for the HOAs on a percentage basis or using another method.

D. Review Audit Proposal for the 2023 Audit (enclosure).

The Board discussed the audit proposal and did not have any objections. The Board agreed to consider approval of the proposal at the regular meeting on February 21st.

E. Discuss snow removal operations as to whether we should have CDI to delay putting out salt if it's going to be at least 10 degrees above zero and sunny in the days following a snowfall.

The Board discussed whether to give more direction to CDI regarding unnecessary salting. The Board was concerned about some areas getting too icy if a broad policy was adopted. After some discussion, the Board agreed to not make any changes but keep an eye out for Calcium Chloride being applied too liberally and bringing up the oversalting issue to CDI at that time.

F. Review and discuss irrigation checks documentation supplied by CDI (enclosure).

The Board discussed the irrigation check hours supplied by CDI. Dir. Rubic noted there was not enough information to show there were additional irrigation technicians for repair work done simultaneously with irrigation checks. The Board agreed to request CDI to provide additional information showing the different employees working on repairs in addition to the irrigation checks. Dir. Glass noted the District has still not received credit for the unmown section in front of Chatfield Farms 1B. The Board agreed it wasn't worth pursuing due to a low dollar amount. Dir. Glass also noted many of the weed grasses were not removed by CDI in 2023 and noted they would be easier to remove in the spring. After some discussion, the Board agreed not to withhold payment for the weeds and tell CDI they must take care of the weed grasses in the spring.

G. Review Ark Proposal for Roxborough and Chatfield Farms for 2024 and discuss the need for coverage for entire district and how to accomplish such (enclosure).

Dir. Glass stated he had discussed the manpower issue with Ark Ecological and was assured the full scope requested by the District could be done. It was noted the missing scope from the proposal could be added before an agreement was signed or added after the fact as a scope change. Dir. Rubic noted he was working with Dino Ross on a new agreement that would be up for approval at the February 21st meeting.

H. Review and Discuss New District Website.

The Board discussed the new website and identified various issues that needed to be fixed. The Board directed Dir. Glass to relay the issues to SDMS to be fixed. The Board also discussed shortening the domain name. After some discussion, the Board agreed to keep RoxVillageMetro.colorado.gov but wanted SDMS to look into getting the RoxVillageMetro.gov domain as well.

I. Update on Homeowner's comments, concerns, and request dealing with trees blocking their view of Crystal Lake in Arrowhead Shores HOA. Roxborough Village Metropolitan District

Dir. Rubic noted he had not heard anything following SDMS responding to the homeowner.

J. Update and Status of Chatfield Farms planter project.

Dir. Glass noted that he was waiting on checking a cap stone sample that PST would provide on February 14th.

K. Update and Status of Community Park restroom repairs.

Dir. Glass said PST was coming February 14th to complete additional bathroom repairs.

L. Update and Status of softball field renovation.

Dir. Rubic stated the field renovation agreement was signed.

M. Update and Status of Handyperson RFP.

Dir. Glass stated Travis Hunsaker found most handymen did not want to take on a large contract but one was interested. Dir. Rubic noted he still hasn't seen the RFP posted on the SDA website and would follow-up with SDMS to get it posted.

N. Signage Committee Update.

Dir. Hart reviewed the various signs and sign content the Signage Committee was considering. The Committee will be sending questions to Dino Ross concerning liability with sign content and is trying to identify a prioritization plan.

O. Environmental Committee Update.

Dir. Glass noted that the Douglas County School District would like to do a ribbon cutting ceremony for the greenhouse in the May timeframe. He noted there was already a lot of germination of the seeds planted.

P. Discuss whether to consider looking into grants for enhancing Preble Mouse habitat (enclosure).

Dir. Glass stated that there were endangered Preble's Mice seen in and around the Roxborough Intermediate School. Given that the Metro District was already planning on planting native plants in the area, Dir. Glass suggested applying for grants related to habitat restoration for endangered species. The Board agreed that it was a good idea to pursue.

Q. Update on Recalculation of Chatfield Farms Capital Contributions.

Dir. Glass noted Gemsbok had all the data but wanted to discuss with the new auditor before implementing changes. Gemsbok would have to make this determination and implementation before the 2023 audit.

R. Discuss use of safety grant funds (enclosure).

Dir. Glass stated he spoke with SDMS and they would apply to receive the remaining safety grant funds based on the installation of the playground fence at Imperial Park that was completed a few years ago.

S. Review lists of current approved and requested community permits, if any. (Sports Field Use, Park Areas & Gazebo, Food Truck Vendors, etc.)

Dir. Rubic noted there were no new requests but had requested SDMS to inform the little league that the softball field would not be available in the spring while the restoration work was taking place.

T. Review proposal for installation of water meters (enclosure)

Dir. Glass reviewed the agreement being drafted to supply raw water to the Roxborough Marketplace. The Board was ok with the terms. Dir. Rubic noted the agreement would be put to a vote at the February 12th meeting.

IV. EXECUTIVE SESSION

A. Executive Session pursuant to C.R.S. 24-6-402(4)(a) and (e) concerning the broker opinion of value for Tracts G, H1, and I-1.

The Board entered Executive Session at 7:46 PM. The Board discussed the broker opinion and exited the executive session at 7:59 PM without making any decisions.

V. OTHER MATTERS

None.

VI. PUBLIC COMMENTS/HOMEOWNER REQUESTS

No homeowners were present.

VII. ADJOURNMENT

There being no further business to come before the Board at this time, upon motion duly made by Director Rubic, seconded by Director Jensen, and upon vote, unanimously carried, the Special Meeting was adjourned at 8:02 p.m.

From: [Dale Draper](#)
To: [Peggy Ripko](#)
Cc: [Travis Hunsaker](#)
Subject: RE: Roxborough Village- February Meeting Packet
Date: Monday, February 12, 2024 10:43:06 AM
Attachments: [image001.png](#)
[Roxborough Village 1 PreM 2.5.24.pdf](#)
[Arrowhead Shores- PreM 2.5.24.pdf](#)
[Filing 14B PreM 2.5.24.pdf](#)
[Filing 16B- Pre M 2.5.24.pdf](#)
[Rox Master PreM 2.5.24.pdf](#)

Good Morning,

Attached you will find 5 proposals for Pre-Emergent weed control applications. As you're aware Roxborough has an incredible amount of weeds. CDI highly recommends applying a preemergent to the beds to help reduce the amount of weeds that pop up all season long.

Below is the latest and greatest monthly update.

General Maintenance-
Weekly maintenance has subsided for the season.

Irrigation-
Onsite Checks:
Irrigation is shut down for the season.

Additional work/visits:

1. 01/04/24- Back filled hole at village west park per email request.
2. 02/01/24- Graffiti removal.
3. 02/01/24- Working on map of functioning and nonfunctioning drip zones.

Site Policing- Trash, Dog Stations, etc.

1. 12/11/23
2. 12/18/23
3. 12/28/23
4. 01/02/24
5. 01/12/24
6. 01/17/24
7. 01/25/24
8. 01/30/24
9. 02/07/24
10. 02/08/24

Thanks Much!

Dale Draper



5585 W. Airport Rd
Sedalia, Colorado 80135

☎ 303.471.1522 📠 303.470.3197 ✉ sales@cdi-services.com

To: Roxborough Village Metro	Contact: Peggy Ripko
Address: Littleton, CO	Phone: (303) 987-0835
	Fax:
Project Name: Arrowhead Shores- Pre-emergent Herbicide	Bid Number: 0001
Project Location: Arrowhead Shores, Littleton, CO	Bid Date: 2/5/2024
Addendum #: N/A	

Apply Pre-emergent herbicide to landscape beds inside community. Pre-emergent herbicide helps prevent weed seeds from germinating and will lower the amount of weeds present in the beds. In areas with larger weed issues 2 applications, one in late winter or early spring, and one in fall may be necessary.

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Pre-emergent Herbicide: Application To Landscape Beds:	1.00	EACH	\$3,713.51	\$3,713.51

Total Bid Price: \$3,713.51

Notes:

- **This proposal will be subject to a change order for material price increases, if material market pricing escalates at the time of installation, from the date of proposal.**
- Owner Controlled Insurance Program (OCIP) has not been included in this bid. If enrollment in an Owner Controlled Insurance Program (OCIP) is required, a deduction in contract value is not allowed.
- Any fees for billing or project management platforms such as Textura are not included in this proposal and will be billed as an additional cost to the project.
- The work in this bid is not subject to retention.
- **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>ACCEPTED:</p> <p>The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED:</p> <p>Consolidated Divisions, Inc Db a CDI Environmental Contractors</p> <p>Authorized Signature: _____</p> <p>Estimator: Daniel Levine (303) 396-9851 DanielL@cdi-services.com</p>
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5585 W. Airport Rd
Sedalia, Colorado 80135

☎ 303.471.1522 📠 303.470.3197 ✉ sales@cdi-services.com

To: Roxborough Village Metro	Contact: Peggy Ripko
Address: Littleton, CO	Phone: (303) 987-0835
	Fax:
Project Name: Filing 14B- Pre-emergent Herbicide	Bid Number: 0001
Project Location: Filing 14B, Littleton, CO	Bid Date: 2/5/2024
Addendum #: N/A	

Apply Pre-emergent herbicide to landscape beds inside community. Pre-emergent herbicide helps prevent weed seeds from germinating and will lower the amount of weeds present in the beds. In areas with larger weed issues 2 applications, one in late winter or early spring, and one in fall may be necessary.

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Pre-emergent Herbicide: Application To Landscape Beds:	1.00	EACH	\$604.29	\$604.29

Total Bid Price: \$604.29

Notes:

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To: Roxborough Village Metro	Contact: Peggy Ripko
Address: Littleton, CO	Phone: (303) 987-0835
	Fax:
Project Name: Filing 16B- Pre-emergent Herbicide	Bid Number: 0001
Project Location: Filing 16B, Littleton, CO	Bid Date: 2/5/2024
Addendum #: N/A	

Apply Pre-emergent herbicide to landscape beds inside community. Pre-emergent herbicide helps prevent weed seeds from germinating and will lower the amount of weeds present in the beds. In areas with larger weed issues 2 applications, one in late winter or early spring, and one in fall may be necessary.

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Pre-emergent Herbicide: Application To Landscape Beds:	1.00	EACH	\$388.60	\$388.60

Total Bid Price: \$388.60

Notes:

- **This proposal will be subject to a change order for material price increases, if material market pricing escalates at the time of installation, from the date of proposal.**
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- **This proposal is good for 30 days following the date given on the proposal.**
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To: Roxborough Village Metro	Contact: Peggy Ripko
Address: Littleton, CO	Phone: (303) 987-0835
	Fax:
Project Name: Roxborough Master- Pre-emergent Herbicide	Bid Number: 0001
Project Location: Roxborough Master, Littleton, CO	Bid Date: 2/5/2024
Addendum #: N/A	

Apply Pre-emergent herbicide to landscape beds inside community. Pre-emergent herbicide helps prevent weed seeds from germinating and will lower the amount of weeds present in the beds. In areas with larger weed issues 2 applications, one in late winter or early spring, and one in fall may be necessary.

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Pre-emergent Herbicide: Application To Landscape Beds:	1.00	EACH	\$2,947.23	\$2,947.23

Total Bid Price: \$2,947.23

Notes:

- **This proposal will be subject to a change order for material price increases, if material market pricing escalates at the time of installation, from the date of proposal.**
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ENVIRONMENTAL CONTRACTOR

5585 W. Airport Rd
Sedalia, Colorado 80135

☎ 303.471.1522 📠 303.470.3197 ✉ sales@cdi-services.com

To: Roxborough Village Metro	Contact: Peggy Ripko
Address: Littleton, CO	Phone: (303) 987-0835
	Fax:
Project Name: Village 1st- Pre-emergent Herbicide	Bid Number: 0001
Project Location: Roxborough Village 1st, Littleton, CO	Bid Date: 2/5/2024
Addendum #: N/A	

Apply Pre-emergent herbicide to landscape beds inside community. Pre-emergent herbicide helps prevent weed seeds from germinating and will lower the amount of weeds present in the beds. In areas with larger weed issues 2 applications, one in late winter or early spring, and one in fall may be necessary.

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Pre-emergent Herbicide: Application To Landscape Beds:	1.00	EACH	\$319.42	\$319.42

Total Bid Price: \$319.42

Notes:

- **This proposal will be subject to a change order for material price increases, if material market pricing escalates at the time of installation, from the date of proposal.**
- Owner Controlled Insurance Program (OCIP) has not been included in this bid. If enrollment in an Owner Controlled Insurance Program (OCIP) is required, a deduction in contract value is not allowed.
- Any fees for billing or project management platforms such as Textura are not included in this proposal and will be billed as an additional cost to the project.
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Roxborough Village Metro District

A/P Aging Summary

As of January 31, 2024

	<u>Current</u>	<u>1 - 45</u>	<u>46 - 90</u>	<u>> 90</u>	<u>TOTAL</u>
Bill.com LLC	555.83	0.00	0.00	0.00	555.83
Chavez Services LLC	0.00	5,639.18	0.00	0.00	5,639.18
Consolidated Divisions Inc	10,969.75	15,920.84	42,833.85	0.00	69,724.44
CORE Electric Cooperative	0.00	891.77	0.00	0.00	891.77
Diversified Underground	105.00	400.00	0.00	7,240.00	7,745.00
Foothills Park & Recreation District	1,735.89	1,721.34	1,563.59	0.00	5,020.82
Game-Set-Match Inc.	0.00	700.00	0.00	0.00	700.00
Gembok Consulting Inc.	4,409.12	0.00	0.00	0.00	4,409.12
Ireland Stapleton Pryor & Pascoe PC	6,788.98	3,600.50	0.00	0.00	10,389.48
McBride Lighting, Inc.	0.00	0.00	1,263.91	150.00	1,413.91
Mission Communication LLC	0.00	0.00	0.00	730.80	730.80
Roxborough Metro District	0.00	0.00	0.00	0.00	0.00
SavATree, LLC	0.00	9,752.00	3,947.00	0.00	13,699.00
Special District Management Services, Inc	7,815.72	5,658.08	0.00	0.00	13,473.80
Utility Notification Center of Colorado	28.38	43.86	0.00	0.00	72.24
TOTAL	<u>32,408.67</u>	<u>44,327.57</u>	<u>49,608.35</u>	<u>8,120.80</u>	<u>134,465.39</u>

Roxborough Village Metro District
A/P Aging Detail
As of January 31, 2024

Date	Num	Name	Due Date	Split	Memo	Aging	Open Balance
Current							
01/16/2024	2012642	Consolidated Division...	01/31/2024	-SPLIT-	Snow Cycle 01/15/24 ...		8,234.75
01/31/2024	132551	Special District Manag...	01/31/2024	-SPLIT-	January 2024 District ...		7,815.72
01/31/2024	SALES000...	Foothills Park & Recre...	01/31/2024	-SPLIT-	January 2024 Reside...		1,735.89
01/31/2024	224011164	Utility Notification Cen...	01/31/2024	-SPLIT-	RTL Transmissions		28.38
01/31/2024	152854	Ireland Stapleton Pryo...	01/31/2024	-SPLIT-	Billed Through 01/31/...		6,788.98
01/26/2024	2012776	Consolidated Division...	02/10/2024	-SPLIT-	Snow Cycle 01/26/24		2,735.00
01/31/2024	24026099846	Bill.com LLC	02/10/2024	-SPLIT-	Billing Period 01/05/2...		555.83
12/31/2023	5862	Gembok Consulting I...	02/14/2024	57030 · Accounting Servi...	December 2023 Chaff...		247.50
12/31/2023	5863	Gembok Consulting I...	02/14/2024	57030 · Accounting Servi...	December 2023		1,628.75
01/31/2024	29181	Diversified Underground	03/01/2024	-SPLIT-	Screen Charge		105.00
01/31/2024	5893	Gembok Consulting I...	03/16/2024	57030 · Accounting Servi...	December 2023 Chaff...		508.75
01/31/2024	5892	Gembok Consulting I...	03/16/2024	57030 · Accounting Servi...	January 2024		2,024.12
Total Current							32,408.67
1 - 45							
12/08/2023	13835536	SavATree, LLC	12/18/2023	-SPLIT-	Holiday Decor Lighting	44	7,650.00
12/08/2023	1383553	SavATree, LLC	12/18/2023	-SPLIT-	Holiday Decor Lighting	44	880.00
12/11/2023	13236839	SavATree, LLC	12/21/2023	-SPLIT-		41	1,222.00
12/14/2023	2012242	Consolidated Division...	12/29/2023	-SPLIT-	Storm Cycle 12/12/23...	33	732.00
11/30/2023	28840	Diversified Underground	12/30/2023	-SPLIT-	November Utility Loca...	32	240.00
12/31/2023	223121166	Utility Notification Cen...	12/31/2023	-SPLIT-	RTL Transmissions	31	43.86
12/31/2023	131496	Special District Manag...	12/31/2023	-SPLIT-	December 2023 Distri...	31	5,658.08
12/31/2023	SALES000...	Foothills Park & Recre...	12/31/2023	-SPLIT-	December 2023 Resi...	31	1,721.34
12/31/2023	152203	Ireland Stapleton Pryo...	12/31/2023	-SPLIT-	Billed Through 12/31/23	31	3,600.50
01/06/2024	INV-13288	Game-Set-Match Inc.	01/06/2024	-SPLIT-	Tennis Court Washing	25	700.00
01/01/2024	2012682	Consolidated Division...	01/16/2024	-SPLIT-	Jnauary 2024	15	9,652.84
01/06/2024	2012443	Consolidated Division...	01/21/2024	-SPLIT-	T&M Jan 1 - Jan 6	10	160.00
01/11/2024	CW-2024-1...	Chavez Services LLC	01/21/2024	80010 · Park Infrastructur...		10	5,639.18
01/10/2024	2012558	Consolidated Division...	01/25/2024	-SPLIT-	Snow Cycle 01/08/24 ...	6	5,376.00
01/18/2024		CORE Electric Cooper...	01/28/2024	-SPLIT-		3	891.77
12/31/2023	29004	Diversified Underground	01/30/2024	-SPLIT-	Screen Charge	1	160.00
Total 1 - 45							44,327.57
46 - 90							
11/01/2023	20850	McBride Lighting, Inc.	11/11/2023	-SPLIT-		81	1,263.91
10/31/2023	2011534	Consolidated Division...	11/15/2023	-SPLIT-	October Landscape M...	77	17,133.54
11/30/2023	SALES000...	Foothills Park & Recre...	11/30/2023	-SPLIT-	November 2023 Resi...	62	1,563.59
11/30/2023	12919320	SavATree, LLC	12/10/2023	-SPLIT-		52	3,947.00
11/30/2023	2011637	Consolidated Division...	12/15/2023	-SPLIT-	November Landscape...	47	17,133.54
12/01/2023	2011975	Consolidated Division...	12/16/2023	-SPLIT-	December Landscape...	46	8,566.77
Total 46 - 90							49,608.35
> 90							
08/18/2022	1068174	Mission Communicati...	08/28/2022	64030 · Irrigation Expense		521	359.40
10/31/2022	26607	Diversified Underground	11/30/2022	51050 · Utilities Expense	10/1-10/31/2022	427	3,735.00
11/30/2022	26763	Diversified Underground	12/30/2022	62020 · Utility Locate		397	1,060.00
12/31/2022	AJE22#3Audi	Roxborough Metro Dis...		14010 · Prepaid Expense	To reclassify balance ...		-37,962.00
01/01/2023	AJE22#3Au...	Roxborough Metro Dis...		14010 · Prepaid Expense	To reclassify balance ...		37,962.00
03/01/2023	27403	Diversified Underground	03/31/2023	-SPLIT-	March 2023 Utility Loc...	306	1,945.00
05/26/2023	1076676	Mission Communicati...	06/05/2023	-SPLIT-	Annual Service	240	371.40
07/31/2023	28120	Diversified Underground	08/30/2023	-SPLIT-	July Utility Locates	154	500.00
10/10/2023	20766	McBride Lighting, Inc.	10/20/2023	-SPLIT-		103	150.00
Total > 90							8,120.80
TOTAL							134,465.39

Type	Date	Num	Memo	Account	Original Amount	Balance
ARK Ecological Services, LLC						
Bill	01/26/2024	3616	Invoice Period Nov1-Nov22	64020 · Landscape Weed Control...	3,470.25	3,470.25
Bill	01/26/2024	3616	Invoice Period Nov1-Nov22	64020 · Landscape Weed Control...	612.40	4,082.65
Total ARK Ecological Services, LLC						4,082.65
Bill.com LLC						
Bill	01/08/2024	24015782417	Billing Period 12/05/2023 - 01/04/2024	52040 · Software & Online Subscr...	457.12	457.12
Bill	01/08/2024	24015782417	Billing Period 12/05/2023 - 01/04/2024	52040 · Software & Online Subscr...	80.67	537.79
Bill	01/08/2024	24015782417	Billing Period 12/05/2023 - 01/04/2024	52040 · Software & Online Subscr...	22.40	560.19
Total Bill.com LLC						560.19
Consolidated Divisions Inc						
Bill	01/04/2024	2012137	T&M Dec 3-9	64010 · Landscape Repairs and ...	102.00	102.00
Bill	01/04/2024	2012137	T&M Dec 3-9	64010 · Landscape Repairs and ...	18.00	120.00
Bill	01/26/2024	2011885	T&M Nov 5-11	64010 · Landscape Repairs and ...	510.00	630.00
Bill	01/26/2024	2011885	T&M Nov 5-11	64010 · Landscape Repairs and ...	90.00	720.00
Bill	01/31/2024	2012185	Storm Cycle 12/08/23-12/10/23	68070 · Snow Removal Expense	5,614.89	6,334.89
Bill	01/31/2024	2012185	Storm Cycle 12/08/23-12/10/23	68070 · Snow Removal Expense	990.86	7,325.75
Total Consolidated Divisions Inc						7,325.75
CORE Electric Cooperative						
Bill	01/10/2024			51050 · Utilities Expense	872.26	872.26
Bill	01/10/2024			51050 · Utilities Expense	30.00	902.26
Total CORE Electric Cooperative						902.26
Ephram Glass*						
Bill	01/04/2024	RVMD10007	SDA Conference Mileage	80060 · Plant Nursery	66.46	66.46
Total Ephram Glass*						66.46
Exaco Trading Co						
Bill	01/04/2024		Parts for repair or greenhouse	80060 · Plant Nursery	68.70	68.70
Total Exaco Trading Co						68.70
QuickBooks Payroll Service						
Liability Che...	01/30/2024		Fee for 4 direct deposit(s) at \$4.00 each	54000 · Payroll Expenses	16.00	16.00
Total QuickBooks Payroll Service						16.00
Roxborough Water & Sanitation District						
Bill	01/16/2024		Service Period 11/25/23 to 12/24/23 Elk Mtn Cir	68025 · Water Expense	100.50	100.50
Bill	01/16/2024		Service Period 11/25/23 to 12/24/23 Mule Deer Pl	68025 · Water Expense	100.50	201.00
Bill	01/16/2024		Service Period 11/25/23 - 12/24/23 Marmot Ridge Cir	68025 · Water Expense	201.00	402.00
Bill	01/16/2024		Service Period 11/25/23 - 12/24/23 Rampart Range	68025 · Water Expense	114.50	516.50
Bill	01/16/2024		Billing Period 12/01/23 to 12/31/23	68025 · Water Expense	744.03	1,260.53
Bill	01/16/2024		Billing Period 12/01/23 to 12/31/23	68025 · Water Expense	131.30	1,391.83
Total Roxborough Water & Sanitation District						1,391.83
United Site Services						
Bill	01/31/2024	INV-4068540	January Services Chatfield Farms Park	68050 · Portable Restroom Exp.	274.76	274.76
Bill	01/31/2024	INV-4068541	January Services Roxborough Community Park	68050 · Portable Restroom Exp.	267.79	542.55
Total United Site Services						542.55
Xcel Energy						
Bill	01/31/2024	859205179	January Statement	51050 · Utilities Expense	4.33	4.33
Total Xcel Energy						4.33
TOTAL						14,960.72

Roxborough Village Metro District
Payroll Detail
January 2024

<u>Num</u>	<u>Date</u>	<u>Source Name</u>	<u>Payroll Item</u>	<u>Type</u>	<u>Wage Base</u>	<u>Amount</u>
BOD Compensation						
DD1050	01/31/2024	Debra D Prysby	BOD Compensation	Paycheck	0.00	200.00
DD1052	01/31/2024	Mathew Hart	BOD Compensation	Paycheck	0.00	200.00
DD1051	01/31/2024	Ephram Glass	BOD Compensation	Paycheck	0.00	200.00
DD1053	01/31/2024	Travis Jensen	BOD Compensation	Paycheck	0.00	200.00
Total BOD Compensation					0.00	800.00
TOTAL					0.00	800.00

Roxborough Village Metro District

Executive Summary

As of January 31st, 2024

Summary

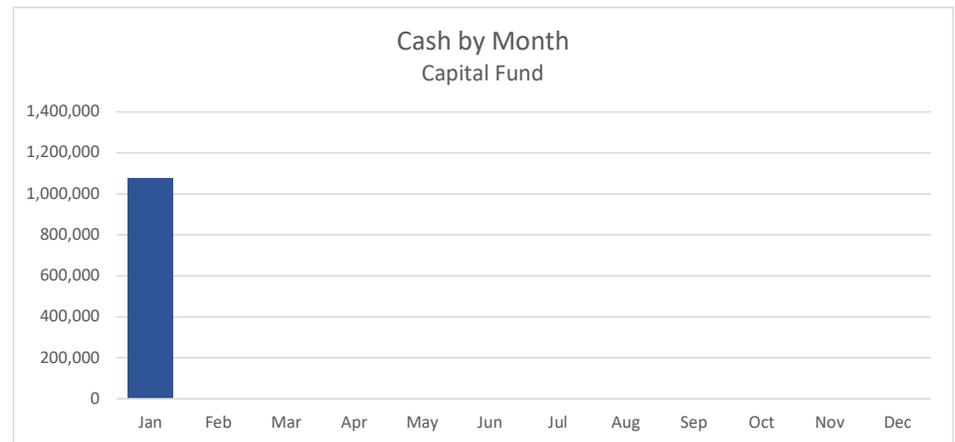
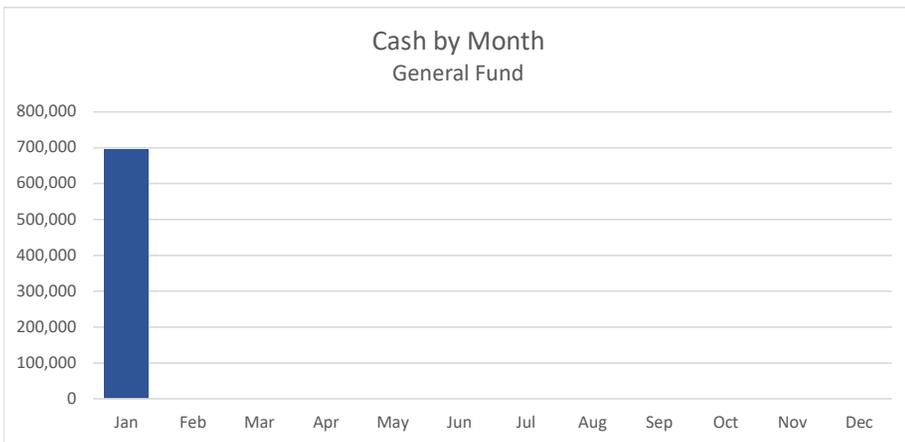
The district received a Property Tax and Specific Ownership Tax payment totaling \$13,498.85 in January. The 2024 budgets have been entered for all fund accounts and bar charts have been updated to reflect the new year's budget. Income and expense activity has been lighter on the year so far.

Key Performance Metrics

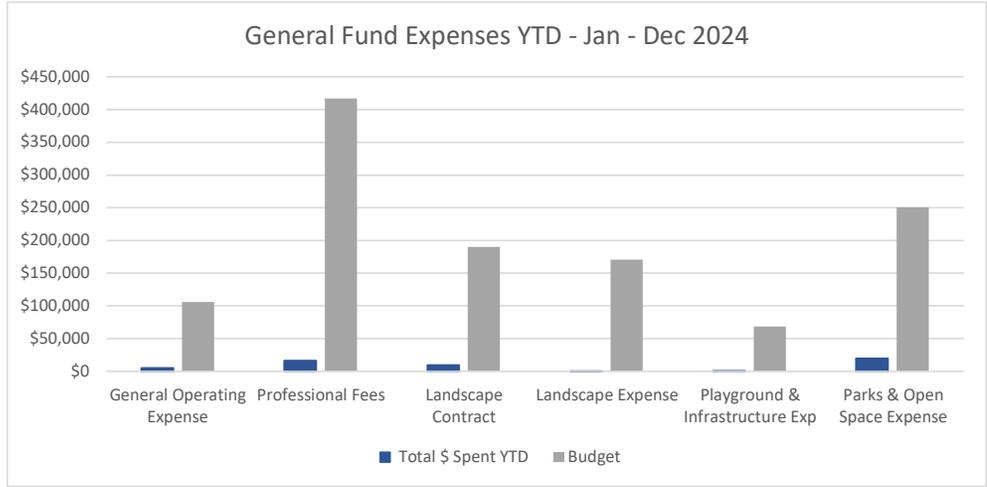
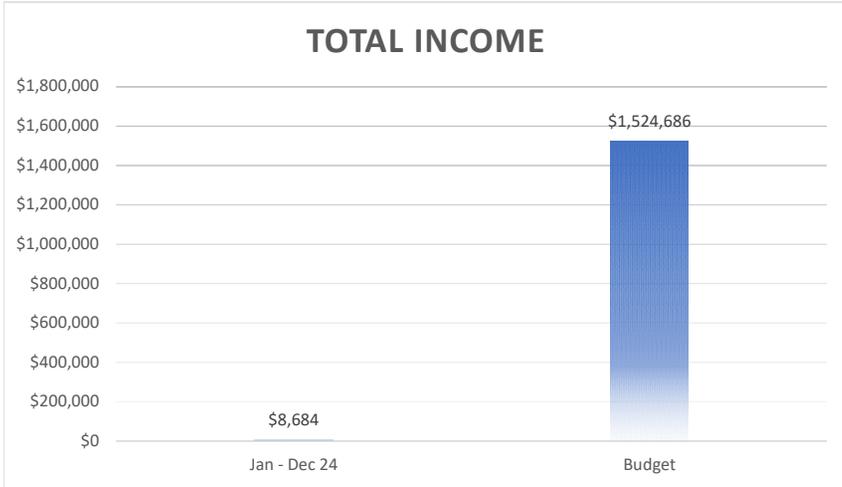
Cash Position



Cash balances are expected to increase now that we are into 2024.

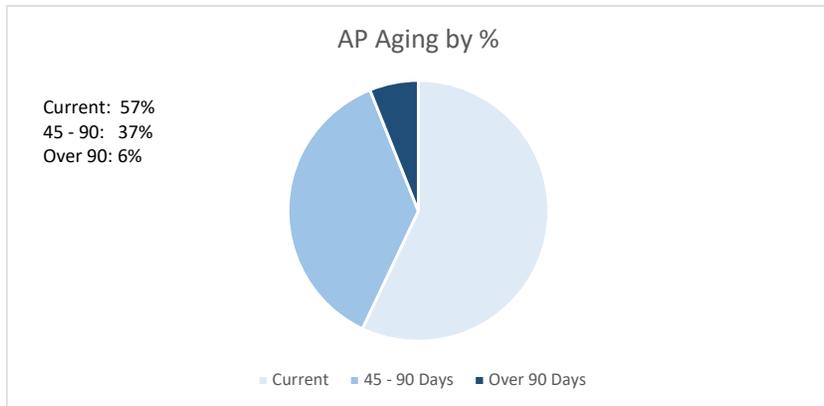


Income & Expenses



All major expenses were received before the financials were prepared and are reflected in this packet. As the year progresses we will monitor expense trends for 2024 to budget as well as in comparison to historical years.

Accounts Payable

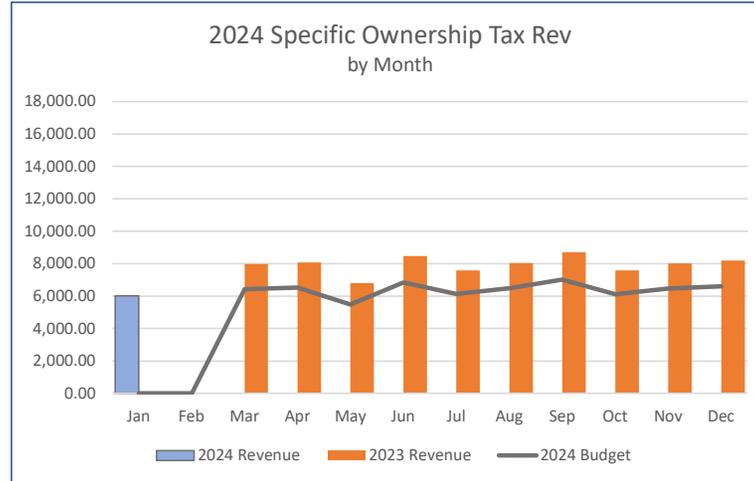
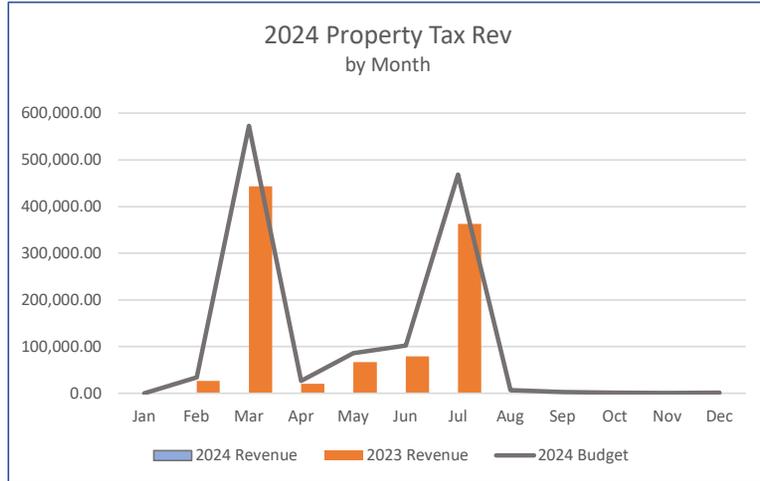


Based on the current reporting, 43% of Accounts Payable are over 45 days past due which is slightly higher than last month. The total value of the past due bills through January are \$102,056.72. The value of the current bills are \$32,408.67. We will continue to work with the board to provide transparency on all district bills received.

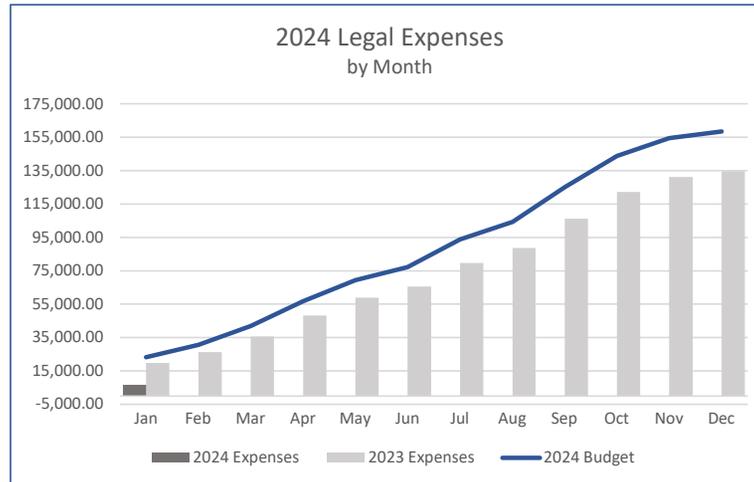
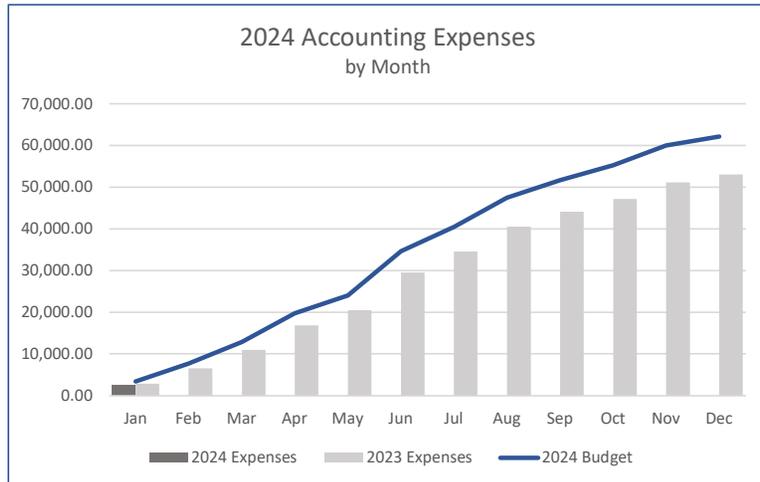
Revenue and Expense Trends by Type

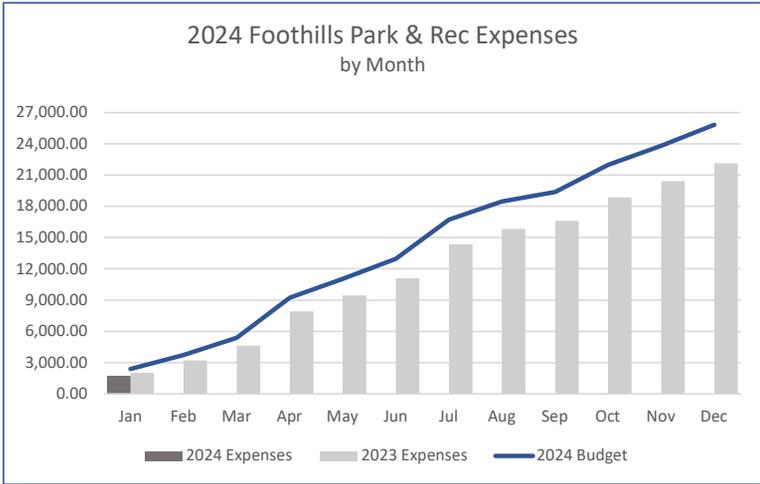
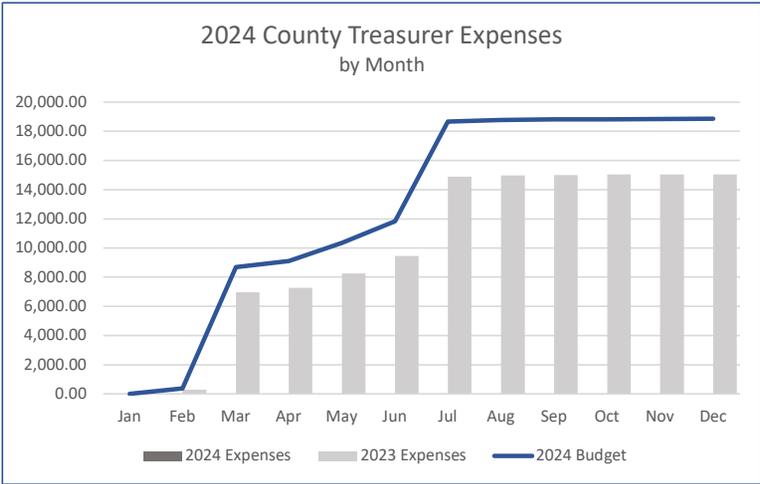
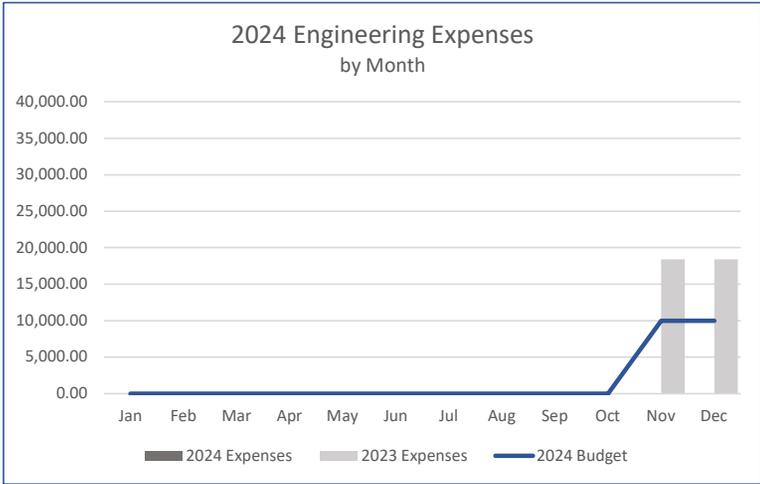
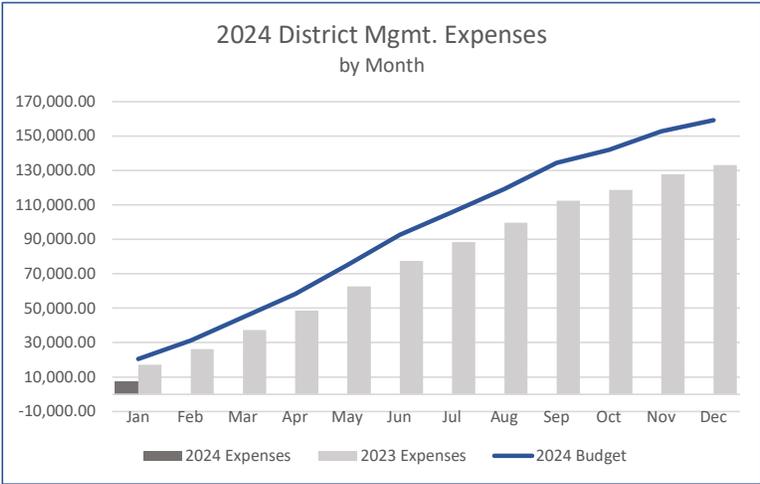
As of January 31, 2024

Revenue

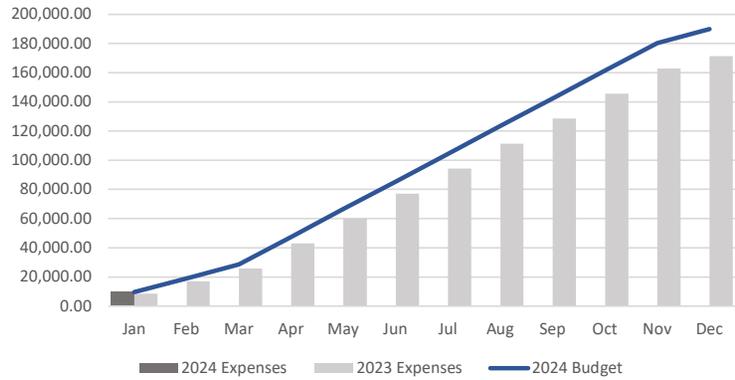


Expenses

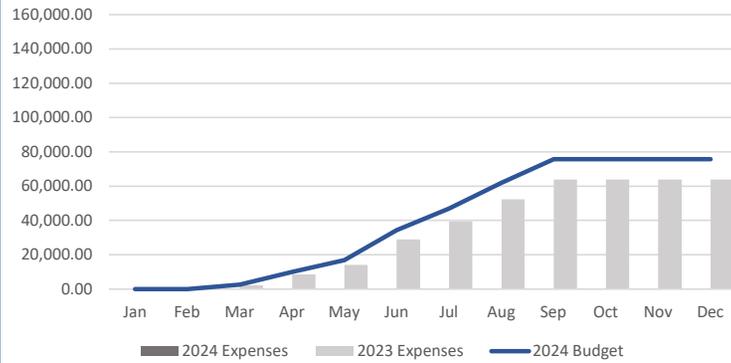




2024 Landscape Contract Expenses
by Month



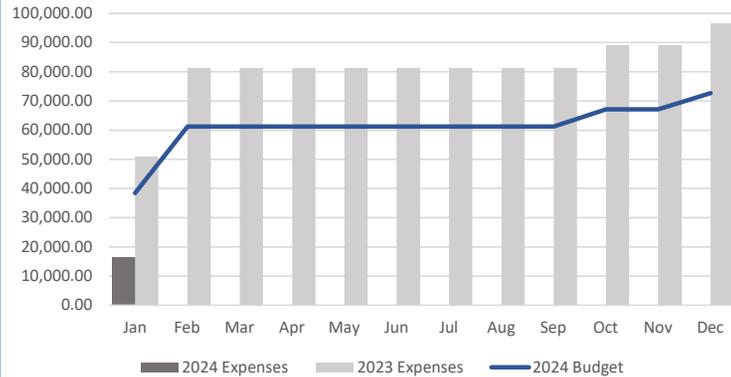
2024 Irrigation Expenses
by Month



2024 Landscape Repairs & Maint. Expenses
by Month

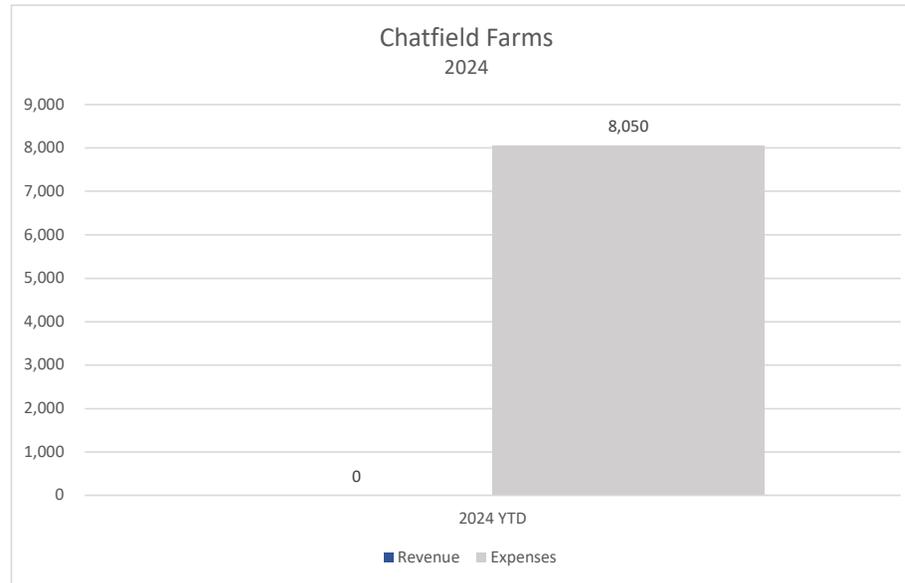


2024 Snow Removal Expenses
by Month



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 track where Chatfield Farms stands in regard to the threshold.



Roxborough Village Metro District
Balance Sheet by Class
 As of January 31, 2024

9:55 AM
 02/09/2024
 Accrual Basis

	100-General Fund	200 - Capital Project Fund	300 - Debt Service Fund	TOTAL
ASSETS				
Current Assets				
Checking/Savings				
10100 · General Operating Acct	46,925.63	0.00	0.00	46,925.63
10500 · ColoTrust Funds				
10505 · General Fund	581,901.08	0.00	0.00	581,901.08
10510 · Capital Projects Fund	0.00	1,076,284.02	0.00	1,076,284.02
10520 · CTF Fund	0.00	66,674.05	0.00	66,674.05
Total 10500 · ColoTrust Funds	581,901.08	1,142,958.07	0.00	1,724,859.15
Total Checking/Savings	628,826.71	1,142,958.07	0.00	1,771,784.78
Other Current Assets				
14010 · Prepaid Expense	36,657.50	0.00	0.00	36,657.50
14020 · Taxes Receivable	1,003,565.00	0.00	0.00	1,003,565.00
Total Other Current Assets	1,040,222.50	0.00	0.00	1,040,222.50
Total Current Assets	1,669,049.21	1,142,958.07	0.00	2,812,007.28
TOTAL ASSETS	1,669,049.21	1,142,958.07	0.00	2,812,007.28
LIABILITIES & EQUITY				
Liabilities				
Current Liabilities				
Accounts Payable				
20000 · Accounts Payable	110,169.70	24,295.69	0.00	134,465.39
Total Accounts Payable	110,169.70	24,295.69	0.00	134,465.39
Other Current Liabilities				
22000 · Payroll Liabilities				
20210 · Federal Tax	1.80	0.00	0.00	1.80
20240 · State Tax	6.00	0.00	0.00	6.00
Total 22000 · Payroll Liabilities	7.80	0.00	0.00	7.80
23010 · Defered Revenue-Taxes	1,003,565.00	0.00	0.00	1,003,565.00
Total Other Current Liabilities	1,003,572.80	0.00	0.00	1,003,572.80
Total Current Liabilities	1,113,742.50	24,295.69	0.00	1,138,038.19
Total Liabilities	1,113,742.50	24,295.69	0.00	1,138,038.19
Equity				
32001 · Retained Earnings	76,132.38	-276,766.39	0.00	-200,634.01
34000 · Restricted Net Assets				
34010 · Nonspendable	502.00	0.00	0.00	502.00
34020 · Restricted	0.00	1,396,352.55	0.00	1,396,352.55
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
Total 34000 · Restricted Net Assets	159,115.00	1,396,352.55	0.00	1,555,467.55
39000 · Unrestricted Net Assets	364,098.07	0.00	0.00	364,098.07
Net Income	-44,038.74	-923.78	0.00	-44,962.52
Total Equity	555,306.71	1,118,662.38	0.00	1,673,969.09
TOTAL LIABILITIES & EQUITY	1,669,049.21	1,142,958.07	0.00	2,812,007.28
UNBALANCED CLASSES	0.00	0.00	0.00	0.00

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

January 2024

	Jan 24	Budget	Budget Variance	% of Budget
Ordinary Income/Expense				
Income				
41000 · Property Tax Income				
41010 · Specific Ownership Tax	0	64,088	(64,088)	0%
41020 · Property Tax	0	1,304,845	(1,304,845)	0%
41040 · Prior Year Tax	0	(17)	17	0%
41045 · Property Tax Interest	0	281	(281)	0%
41000 · Property Tax Income - Other	0	0	0	0%
Total 41000 · Property Tax Income	0	1,369,197	(1,369,197)	0%
43000 · Park and Field Income				
43010 · Sports Field Fees	0	2,200	(2,200)	0%
Total 43000 · Park and Field Income	0	2,200	(2,200)	0%
45000 · Grant Income	0	126,000	(126,000)	0%
46000 · Interest Income				
46010 · General Bank Account Interest	8,119	27,289	(19,170)	30%
46000 · Interest Income - Other	0	70,171	(70,171)	0%
Total 46000 · Interest Income	8,119	97,460	(89,341)	8%
48000 · CTF/Lottery Income	0	46,200	(46,200)	0%
Total Income	8,119	1,641,057	(1,632,938)	0%
Gross Profit	8,119	1,641,057	(1,632,938)	0%
Expense				
50000 · Treasurer Fees	0	18,863	(18,863)	0%
51000 · General Overhead				
51010 · Communication / Website Expense	0	737	(737)	0%
51050 · Utilities Expense	896	14,982	(14,086)	6%
51060 · District Functions/Events	0	85	(85)	0%
51000 · General Overhead - Other	0	31	(31)	0%
Total 51000 · General Overhead	896	15,835	(14,939)	6%
52000 · Computer & Software Expenses				
52040 · Software & Online Subscriptions	556	5,332	(4,776)	10%
52000 · Computer & Software Expenses - Other	0	222	(222)	0%
Total 52000 · Computer & Software Expenses	556	5,554	(4,998)	10%
52500 · Insurance Expense				
52550 · General Insurance	3,333	45,000	(41,668)	7%
52500 · Insurance Expense - Other	0	1,611	(1,611)	0%
Total 52500 · Insurance Expense	3,333	46,611	(43,279)	7%
53000 · Board of Director's Expense				
53010 · Directors' Stipend	800	9,180	(8,380)	9%
53020 · BOD Travel/Mileage Expense	0	323	(323)	0%
53040 · BOD Conference/Retreat Expense	0	394	(394)	0%
Total 53000 · Board of Director's Expense	800	9,897	(9,097)	8%
54000 · Payroll Expenses				
54060 · Employer Payroll Taxes	61	702	(641)	9%
54000 · Payroll Expenses - Other	16	79	(63)	20%
Total 54000 · Payroll Expenses	77	781	(704)	10%
57000 · Professional Services Fees				
57010 · Auditing	0	7,350	(7,350)	0%
57020 · Legal Expenses	6,789	158,491	(151,702)	4%
57030 · Accounting Services	2,533	62,187	(59,655)	4%
57040 · District Management	7,816	159,340	(151,524)	5%
57050 · Engineering Expense	0	10,000	(10,000)	0%
57090 · Other Professional Services Exp	0	20,000	(20,000)	0%
57000 · Professional Services Fees - Other	0	15,308	(15,308)	0%
Total 57000 · Professional Services Fees	17,138	432,676	(415,539)	4%
62000 · Repairs and Maintenance				
62010 · General Repairs and Maintenance	0	7,000	(7,000)	0%
62020 · Utility Locate	133	3,323	(3,190)	4%
Total 62000 · Repairs and Maintenance	133	10,323	(10,190)	1%

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

January 2024

	Jan 24	Budget	Budget Variance	% of Budget
64000 · Landscape Expenses				
64010 · Landscape Repairs and Maint	160	22,091	(21,931)	1%
64020 · Landscape Weed Control Expense	0	42,696	(42,696)	0%
64030 · Irrigation Expense	0	75,751	(75,751)	0%
64040 · Landscape Contract	9,653	189,902	(180,249)	5%
64080 · Misc. Landscape Expense	0	100	(100)	0%
64000 · Landscape Expenses - Other	0	30,000	(30,000)	0%
Total 64000 · Landscape Expenses	9,813	360,540	(350,727)	3%
65000 · Playground & Infrastructure Exp				
65010 · Playground Repairs and Maint	0	32,568	(32,568)	0%
65020 · Baseball Field Improvements	0	19,000	(19,000)	0%
65030 · Graffiti Removal /Vandalism Exp	0	13,776	(13,776)	0%
65080 · Misc. Playground & Infrastruct	700	600	100	117%
65000 · Playground & Infrastructure Exp - Other	0	2,500	(2,500)	0%
Total 65000 · Playground & Infrastructure Exp	700	68,444	(67,744)	1%
68000 · Parks & Open Space Expense				
68010 · Foothills Park & Rec Fees	1,717	25,818	(24,101)	7%
68020 · Mosquito Control Expense	0	15,480	(15,480)	0%
68025 · Water Expense	1,392	68,000	(66,608)	2%
68030 · Seasonal Lighting Expense	0	17,000	(17,000)	0%
68035 · Wetland Mitigation	0	275	(275)	0%
68045 · Tree Care Expense	0	30,000	(30,000)	0%
68050 · Portable Restroom Exp.	543	6,299	(5,756)	9%
68065 · Water Rights Expense	0			
68070 · Snow Removal Expense	16,346	72,725	(56,379)	22%
68085 · Annual Trails Maintenance	0	15,000	(15,000)	0%
68095 · Open Space Maintenances / Fire	0	200	(200)	0%
68000 · Parks & Open Space Expense - Other	0	10,303	(10,303)	0%
Total 68000 · Parks & Open Space Expense	19,998	261,100	(241,102)	8%
80000 · Capital Expenses				
80010 · Park Infrastructure/Improvements	5,639	421,500	(415,861)	1%
80020 · Irrigation Improvements	0	97,000	(97,000)	0%
80050 · Building Improvements	0	13,000	(13,000)	0%
80060 · Plant Nursery	0	3,500	(3,500)	0%
80070 · New Playground	0	350,000	(350,000)	0%
80000 · Capital Expenses - Other	0	95,000	(95,000)	0%
Total 80000 · Capital Expenses	5,639	980,000	(974,361)	1%
99000 · Contingency	0	39,960	(39,960)	0%
Total Expense	59,082	2,250,583	(2,191,501)	3%
Net Ordinary Income	(50,963)	(609,526)	558,563	8%
Net Income	(50,963)	(609,526)	558,563	8%

Roxborough Village Metro District
Capital Fund Profit & Loss Budget vs. Actual
 January 2024

	Jan 24	Budget	Budget Variance	% of Budget
Ordinary Income/Expense				
Income				
46000 · Interest Income	5,454	70,171	(64,717)	8%
48000 · CTF/Lottery Income	0	46,200	(46,200)	0%
Total Income	5,454	116,371	(110,917)	5%
Gross Profit	5,454	116,371	(110,917)	5%
Expense				
51000 · General Overhead	0	31	(31)	0%
52000 · Computer & Software Expenses	22	222	(200)	10%
52500 · Insurance Expense	133	1,611	(1,478)	8%
57000 · Professional Services Fees	583	15,308	(14,725)	4%
68000 · Parks & Open Space Expense	0	10,303	(10,303)	0%
80000 · Capital Expenses	5,639	980,000	(974,361)	1%
Total Expense	6,378	1,007,475	(1,001,097)	1%
Net Ordinary Income	(924)	(891,104)	890,180	0%
Net Income	(924)	(891,104)	890,180	0%

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

January 2024

	Jan 24	Budget	Budget Variance	% of Budget
Ordinary Income/Expense				
Income				
41000 · Property Tax Income				
41010 · Specific Ownership Tax	0	64,088	(64,088)	0%
41020 · Property Tax	0	1,304,845	(1,304,845)	0%
41040 · Prior Year Tax	0	(17)	17	0%
41045 · Property Tax Interest	0	281	(281)	0%
41000 · Property Tax Income - Other	0	0	0	0%
Total 41000 · Property Tax Income	0	1,369,197	(1,369,197)	0%
43000 · Park and Field Income				
43010 · Sports Field Fees	0	2,200	(2,200)	0%
Total 43000 · Park and Field Income	0	2,200	(2,200)	0%
45000 · Grant Income				
46000 · Interest Income				
46010 · General Bank Account Interest	2,665	27,289	(24,624)	10%
Total 46000 · Interest Income	2,665	27,289	(24,624)	10%
Total Income	2,665	1,524,686	(1,522,021)	0%
Gross Profit	2,665	1,524,686	(1,522,021)	0%
Expense				
50000 · Treasurer Fees				
51000 · General Overhead				
51010 · Communication / Website Expense	0	737	(737)	0%
51050 · Utilities Expense	896	14,982	(14,086)	6%
51060 · District Functions/Events	0	85	(85)	0%
Total 51000 · General Overhead	896	15,804	(14,908)	6%
52000 · Computer & Software Expenses				
52040 · Software & Online Subscriptions	534	5,332	(4,798)	10%
Total 52000 · Computer & Software Expenses	534	5,332	(4,798)	10%
52500 · Insurance Expense				
52550 · General Insurance	3,199	45,000	(41,801)	7%
Total 52500 · Insurance Expense	3,199	45,000	(41,801)	7%
53000 · Board of Director's Expense				
53010 · Directors' Stipend	800	9,180	(8,380)	9%
53020 · BOD Travel/Mileage Expense	0	323	(323)	0%
53040 · BOD Conference/Retreat Expense	0	394	(394)	0%
Total 53000 · Board of Director's Expense	800	9,897	(9,097)	8%
54000 · Payroll Expenses				
54060 · Employer Payroll Taxes	61	702	(641)	9%
54000 · Payroll Expenses - Other	16	79	(63)	20%
Total 54000 · Payroll Expenses	77	781	(704)	10%
57000 · Professional Services Fees				
57010 · Auditing	0	7,350	(7,350)	0%
57020 · Legal Expenses	6,559	158,491	(151,932)	4%
57030 · Accounting Services	2,533	62,187	(59,655)	4%
57040 · District Management	7,504	159,340	(151,835)	5%
57050 · Engineering Expense	0	10,000	(10,000)	0%
57090 · Other Professional Services Exp	0	20,000	(20,000)	0%
Total 57000 · Professional Services Fees	16,596	417,368	(400,772)	4%
62000 · Repairs and Maintenance				
62010 · General Repairs and Maintenance	0	7,000	(7,000)	0%
62020 · Utility Locate	133	3,323	(3,190)	4%
Total 62000 · Repairs and Maintenance	133	10,323	(10,190)	1%

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

January 2024

	Jan 24	Budget	Budget Variance	% of Budget
64000 · Landscape Expenses				
64010 · Landscape Repairs and Maint	160	22,091	(21,931)	1%
64020 · Landscape Weed Control Expense	0	42,696	(42,696)	0%
64030 · Irrigation Expense	0	75,751	(75,751)	0%
64040 · Landscape Contract	9,653	189,902	(180,249)	5%
64080 · Misc. Landscape Expense	0	100	(100)	0%
64000 · Landscape Expenses - Other	0	30,000	(30,000)	0%
Total 64000 · Landscape Expenses	9,813	360,540	(350,727)	3%
65000 · Playground & Infrastructure Exp				
65010 · Playground Repairs and Maint	0	32,568	(32,568)	0%
65020 · Baseball Field Improvements	0	19,000	(19,000)	0%
65030 · Graffiti Removal /Vandalism Exp	0	13,776	(13,776)	0%
65080 · Misc. Playground & Infrastruct	700	600	100	117%
65000 · Playground & Infrastructure Exp - Other	0	2,500	(2,500)	0%
Total 65000 · Playground & Infrastructure Exp	700	68,444	(67,744)	1%
68000 · Parks & Open Space Expense				
68010 · Foothills Park & Rec Fees	1,717	25,818	(24,101)	7%
68020 · Mosquito Control Expense	0	15,480	(15,480)	0%
68025 · Water Expense	1,392	68,000	(66,608)	2%
68030 · Seasonal Lighting Expense	0	17,000	(17,000)	0%
68035 · Wetland Mitigation	0	275	(275)	0%
68045 · Tree Care Expense	0	30,000	(30,000)	0%
68050 · Portable Restroom Exp.	543	6,299	(5,756)	9%
68070 · Snow Removal Expense	16,346	72,725	(56,379)	22%
68085 · Annual Trails Maintenance	0	15,000	(15,000)	0%
68095 · Open Space Maintenances / Fire	0	200	(200)	0%
Total 68000 · Parks & Open Space Expense	19,998	250,797	(230,799)	8%
99000 · Contingency	0	39,960	(39,960)	0%
Total Expense	52,746	1,243,108	(1,190,363)	4%
Net Ordinary Income	(50,080)	281,578	(331,658)	(18)%
Net Income	(50,080)	281,578	(331,658)	(18)%

Roxborough Village Metro District
Chatfield Farms Profit & Loss Budget vs. Actual
 January 2024

	Jan 24	Budget	Budget Variance	% of Budget
Ordinary Income/Expense				
Income				
41000 · Property Tax Income	0	365,357	(365,357)	0%
Total Income	0	365,357	(365,357)	0%
Gross Profit	0	365,357	(365,357)	0%
Expense				
50000 · Treasurer Fees	0	3,018	(3,018)	0%
51000 · General Overhead	134	131	2	102%
52000 · Computer & Software Expenses	80	853	(773)	9%
52500 · Insurance Expense	480	7,200	(6,720)	7%
53000 · Board of Director's Expense	0	115	(115)	0%
57000 · Professional Services Fees	2,641	66,779	(64,138)	4%
62000 · Repairs and Maintenance	20	1,652	(1,632)	1%
64000 · Landscape Expenses	1,472	57,686	(56,214)	3%
65000 · Playground & Infrastructure Exp	105	5,740	(5,635)	2%
68000 · Parks & Open Space Expense	3,118	37,696	(34,577)	8%
Total Expense	8,050	180,870	(172,820)	4%
Net Ordinary Income	(8,050)	184,487	(192,536)	(4)%
Net Income	(8,050)	184,487	(192,536)	(4)%

Roxborough Village Metro District
A/P Aging Summary
 As of January 31, 2024

	<u>Current</u>	<u>1 - 45</u>	<u>46 - 90</u>	<u>> 90</u>	<u>TOTAL</u>
Bill.com LLC	555.83	0.00	0.00	0.00	555.83
Chavez Services LLC	0.00	5,639.18	0.00	0.00	5,639.18
Consolidated Divisions Inc	10,969.75	15,920.84	42,833.85	0.00	69,724.44
CORE Electric Cooperative	0.00	891.77	0.00	0.00	891.77
Diversified Underground	105.00	400.00	0.00	7,240.00	7,745.00
Foothills Park & Recreation District	1,735.89	1,721.34	1,563.59	0.00	5,020.82
Game-Set-Match Inc.	0.00	700.00	0.00	0.00	700.00
Gembok Consulting Inc.	4,409.12	0.00	0.00	0.00	4,409.12
Ireland Stapleton Pryor & Pascoe PC	6,788.98	3,600.50	0.00	0.00	10,389.48
McBride Lighting, Inc.	0.00	0.00	1,263.91	150.00	1,413.91
Mission Communication LLC	0.00	0.00	0.00	730.80	730.80
Roxborough Metro District	0.00	0.00	0.00	0.00	0.00
SavATree, LLC	0.00	9,752.00	3,947.00	0.00	13,699.00
Special District Management Services, Inc	7,815.72	5,658.08	0.00	0.00	13,473.80
Utility Notification Center of Colorado	28.38	43.86	0.00	0.00	72.24
TOTAL	<u>32,408.67</u>	<u>44,327.57</u>	<u>49,608.35</u>	<u>8,120.80</u>	<u>134,465.39</u>

Roxborough Village Metro District
A/P Aging Detail
As of January 31, 2024

Date	Num	Name	Due Date	Split	Memo	Aging	Open Balance
Current							
01/16/2024	2012642	Consolidated Division...	01/31/2024	-SPLIT-	Snow Cycle 01/15/24 ...		8,234.75
01/31/2024	132551	Special District Manag...	01/31/2024	-SPLIT-	January 2024 District ...		7,815.72
01/31/2024	SALES000...	Foothills Park & Recre...	01/31/2024	-SPLIT-	January 2024 Reside...		1,735.89
01/31/2024	224011164	Utility Notification Cen...	01/31/2024	-SPLIT-	RTL Transmissions		28.38
01/31/2024	152854	Ireland Stapleton Pryo...	01/31/2024	-SPLIT-	Billed Through 01/31/...		6,788.98
01/26/2024	2012776	Consolidated Division...	02/10/2024	-SPLIT-	Snow Cycle 01/26/24		2,735.00
01/31/2024	24026099846	Bill.com LLC	02/10/2024	-SPLIT-	Billing Period 01/05/2...		555.83
12/31/2023	5862	Gembok Consulting I...	02/14/2024	57030 · Accounting Servi...	December 2023 Chaff...		247.50
12/31/2023	5863	Gembok Consulting I...	02/14/2024	57030 · Accounting Servi...	December 2023		1,628.75
01/31/2024	29181	Diversified Underground	03/01/2024	-SPLIT-	Screen Charge		105.00
01/31/2024	5893	Gembok Consulting I...	03/16/2024	57030 · Accounting Servi...	December 2023 Chaff...		508.75
01/31/2024	5892	Gembok Consulting I...	03/16/2024	57030 · Accounting Servi...	January 2024		2,024.12
Total Current							32,408.67
1 - 45							
12/08/2023	13835536	SavATree, LLC	12/18/2023	-SPLIT-	Holiday Decor Lighting	44	7,650.00
12/08/2023	1383553	SavATree, LLC	12/18/2023	-SPLIT-	Holiday Decor Lighting	44	880.00
12/11/2023	13236839	SavATree, LLC	12/21/2023	-SPLIT-		41	1,222.00
12/14/2023	2012242	Consolidated Division...	12/29/2023	-SPLIT-	Storm Cycle 12/12/23...	33	732.00
11/30/2023	28840	Diversified Underground	12/30/2023	-SPLIT-	November Utility Loca...	32	240.00
12/31/2023	223121166	Utility Notification Cen...	12/31/2023	-SPLIT-	RTL Transmissions	31	43.86
12/31/2023	131496	Special District Manag...	12/31/2023	-SPLIT-	December 2023 Distri...	31	5,658.08
12/31/2023	SALES000...	Foothills Park & Recre...	12/31/2023	-SPLIT-	December 2023 Resi...	31	1,721.34
12/31/2023	152203	Ireland Stapleton Pryo...	12/31/2023	-SPLIT-	Billed Through 12/31/23	31	3,600.50
01/06/2024	INV-13288	Game-Set-Match Inc.	01/06/2024	-SPLIT-	Tennis Court Washing	25	700.00
01/01/2024	2012682	Consolidated Division...	01/16/2024	-SPLIT-	Jnauary 2024	15	9,652.84
01/06/2024	2012443	Consolidated Division...	01/21/2024	-SPLIT-	T&M Jan 1 - Jan 6	10	160.00
01/11/2024	CW-2024-1...	Chavez Services LLC	01/21/2024	80010 · Park Infrastructur...		10	5,639.18
01/10/2024	2012558	Consolidated Division...	01/25/2024	-SPLIT-	Snow Cycle 01/08/24 ...	6	5,376.00
01/18/2024		CORE Electric Cooper...	01/28/2024	-SPLIT-		3	891.77
12/31/2023	29004	Diversified Underground	01/30/2024	-SPLIT-	Screen Charge	1	160.00
Total 1 - 45							44,327.57
46 - 90							
11/01/2023	20850	McBride Lighting, Inc.	11/11/2023	-SPLIT-		81	1,263.91
10/31/2023	2011534	Consolidated Division...	11/15/2023	-SPLIT-	October Landscape M...	77	17,133.54
11/30/2023	SALES000...	Foothills Park & Recre...	11/30/2023	-SPLIT-	November 2023 Resi...	62	1,563.59
11/30/2023	12919320	SavATree, LLC	12/10/2023	-SPLIT-		52	3,947.00
11/30/2023	2011637	Consolidated Division...	12/15/2023	-SPLIT-	November Landscape...	47	17,133.54
12/01/2023	2011975	Consolidated Division...	12/16/2023	-SPLIT-	December Landscape...	46	8,566.77
Total 46 - 90							49,608.35
> 90							
08/18/2022	1068174	Mission Communicati...	08/28/2022	64030 · Irrigation Expense		521	359.40
10/31/2022	26607	Diversified Underground	11/30/2022	51050 · Utilities Expense	10/1-10/31/2022	427	3,735.00
11/30/2022	26763	Diversified Underground	12/30/2022	62020 · Utility Locate		397	1,060.00
12/31/2022	AJE22#3Audi	Roxborough Metro Dis...		14010 · Prepaid Expense	To reclassify balance ...		-37,962.00
01/01/2023	AJE22#3Au...	Roxborough Metro Dis...		14010 · Prepaid Expense	To reclassify balance ...		37,962.00
03/01/2023	27403	Diversified Underground	03/31/2023	-SPLIT-	March 2023 Utility Loc...	306	1,945.00
05/26/2023	1076676	Mission Communicati...	06/05/2023	-SPLIT-	Annual Service	240	371.40
07/31/2023	28120	Diversified Underground	08/30/2023	-SPLIT-	July Utility Locates	154	500.00
10/10/2023	20766	McBride Lighting, Inc.	10/20/2023	-SPLIT-		103	150.00
Total > 90							8,120.80
TOTAL							134,465.39

Type	Date	Num	Memo	Account	Original Amount	Balance
ARK Ecological Services, LLC						
Bill	01/26/2024	3616	Invoice Period Nov1-Nov22	64020 · Landscape Weed Control...	3,470.25	3,470.25
Bill	01/26/2024	3616	Invoice Period Nov1-Nov22	64020 · Landscape Weed Control...	612.40	4,082.65
Total ARK Ecological Services, LLC						4,082.65
Bill.com LLC						
Bill	01/08/2024	24015782417	Billing Period 12/05/2023 - 01/04/2024	52040 · Software & Online Subscr...	457.12	457.12
Bill	01/08/2024	24015782417	Billing Period 12/05/2023 - 01/04/2024	52040 · Software & Online Subscr...	80.67	537.79
Bill	01/08/2024	24015782417	Billing Period 12/05/2023 - 01/04/2024	52040 · Software & Online Subscr...	22.40	560.19
Total Bill.com LLC						560.19
Consolidated Divisions Inc						
Bill	01/04/2024	2012137	T&M Dec 3-9	64010 · Landscape Repairs and ...	102.00	102.00
Bill	01/04/2024	2012137	T&M Dec 3-9	64010 · Landscape Repairs and ...	18.00	120.00
Bill	01/26/2024	2011885	T&M Nov 5-11	64010 · Landscape Repairs and ...	510.00	630.00
Bill	01/26/2024	2011885	T&M Nov 5-11	64010 · Landscape Repairs and ...	90.00	720.00
Bill	01/31/2024	2012185	Storm Cycle 12/08/23-12/10/23	68070 · Snow Removal Expense	5,614.89	6,334.89
Bill	01/31/2024	2012185	Storm Cycle 12/08/23-12/10/23	68070 · Snow Removal Expense	990.86	7,325.75
Total Consolidated Divisions Inc						7,325.75
CORE Electric Cooperative						
Bill	01/10/2024			51050 · Utilities Expense	872.26	872.26
Bill	01/10/2024			51050 · Utilities Expense	30.00	902.26
Total CORE Electric Cooperative						902.26
Ephram Glass*						
Bill	01/04/2024	RVMD10007	SDA Conference Mileage	80060 · Plant Nursery	66.46	66.46
Total Ephram Glass*						66.46
Exaco Trading Co						
Bill	01/04/2024		Parts for repair or greenhouse	80060 · Plant Nursery	68.70	68.70
Total Exaco Trading Co						68.70
QuickBooks Payroll Service						
Liability Che...	01/30/2024		Fee for 4 direct deposit(s) at \$4.00 each	54000 · Payroll Expenses	16.00	16.00
Total QuickBooks Payroll Service						16.00
Roxborough Water & Sanitation District						
Bill	01/16/2024		Service Period 11/25/23 to 12/24/23 Elk Mtn Cir	68025 · Water Expense	100.50	100.50
Bill	01/16/2024		Service Period 11/25/23 to 12/24/23 Mule Deer Pl	68025 · Water Expense	100.50	201.00
Bill	01/16/2024		Service Period 11/25/23 - 12/24/23 Marmot Ridge Cir	68025 · Water Expense	201.00	402.00
Bill	01/16/2024		Service Period 11/25/23 - 12/24/23 Rampart Range	68025 · Water Expense	114.50	516.50
Bill	01/16/2024		Billing Period 12/01/23 to 12/31/23	68025 · Water Expense	744.03	1,260.53
Bill	01/16/2024		Billing Period 12/01/23 to 12/31/23	68025 · Water Expense	131.30	1,391.83
Total Roxborough Water & Sanitation District						1,391.83
United Site Services						
Bill	01/31/2024	INV-4068540	January Services Chatfield Farms Park	68050 · Portable Restroom Exp.	274.76	274.76
Bill	01/31/2024	INV-4068541	January Services Roxborough Community Park	68050 · Portable Restroom Exp.	267.79	542.55
Total United Site Services						542.55
Xcel Energy						
Bill	01/31/2024	859205179	January Statement	51050 · Utilities Expense	4.33	4.33
Total Xcel Energy						4.33
TOTAL						14,960.72

Roxborough Village Metro District
Payroll Detail
January 2024

<u>Num</u>	<u>Date</u>	<u>Source Name</u>	<u>Payroll Item</u>	<u>Type</u>	<u>Wage Base</u>	<u>Amount</u>
BOD Compensation						
DD1050	01/31/2024	Debra D Prysby	BOD Compensation	Paycheck	0.00	200.00
DD1052	01/31/2024	Mathew Hart	BOD Compensation	Paycheck	0.00	200.00
DD1051	01/31/2024	Ephram Glass	BOD Compensation	Paycheck	0.00	200.00
DD1053	01/31/2024	Travis Jensen	BOD Compensation	Paycheck	0.00	200.00
Total BOD Compensation					0.00	800.00
TOTAL					0.00	800.00

Roxborough Village Metro District
Capital Fund Profit & Loss Detail

January 2024

Type	Date	Num	Name	Memo	Debit	Credit	Balance
Ordinary Income/Expense							
Income							
46000 · Interest Income							
46010 · General Bank Account Interest							
Deposit	01/31/2024			Deposit		293.13	293.13
Deposit	01/31/2024			Deposit		5,160.64	5,453.77
Total 46010 · General Bank Account Interest					0.00	5,453.77	5,453.77
Total 46000 · Interest Income					0.00	5,453.77	5,453.77
Total Income					0.00	5,453.77	5,453.77
Gross Profit					0.00	5,453.77	5,453.77
Expense							
52000 · Computer & Software Expenses							
52040 · Software & Online Subscriptions							
Bill	01/31/2024	2402609...	Bill.com LLC	Billing Period 01/05/2024 - 02/04/2024	22.23		22.23
Total 52040 · Software & Online Subscriptions					22.23	0.00	22.23
Total 52000 · Computer & Software Expenses					22.23	0.00	22.23
52500 · Insurance Expense							
52550 · General Insurance							
General Journal	01/31/2024	0124Busins		To move Business Insruance prepaid to exp...	133.30		133.30
Total 52550 · General Insurance					133.30	0.00	133.30
Total 52500 · Insurance Expense					133.30	0.00	133.30
57000 · Professional Services Fees							
57020 · Legal Expenses							
Bill	01/31/2024	152854	Ireland Stapleton Pryor & ...	Billed Through 01/31/2024	271.56		271.56
Total 57020 · Legal Expenses					271.56	0.00	271.56
57040 · District Management							
Bill	01/31/2024	132551	Special District Manageme...	January 2024 District Management Fees	311.28		311.28
Total 57040 · District Management					311.28	0.00	311.28
Total 57000 · Professional Services Fees					582.84	0.00	582.84
68000 · Parks & Open Space Expense							
68065 · Water Rights Expense							
Bill	01/31/2024	132551	Special District Manageme...	January 2024 District Management Fees	0.00		0.00
Bill	01/31/2024	152854	Ireland Stapleton Pryor & ...	Billed Through 01/31/2024	0.00		0.00
Total 68065 · Water Rights Expense					0.00	0.00	0.00
Total 68000 · Parks & Open Space Expense					0.00	0.00	0.00
80000 · Capital Expenses							
80010 · Park Infastructure/Improvements							
Bill	01/11/2024	CW-2024...	Chavez Services LLC		5,639.18		5,639.18
Total 80010 · Park Infastructure/Improvements					5,639.18	0.00	5,639.18
Total 80000 · Capital Expenses					5,639.18	0.00	5,639.18
Total Expense					6,377.55	0.00	6,377.55
Net Ordinary Income					6,377.55	5,453.77	-923.78
Net Income					6,377.55	5,453.77	-923.78

Roxborough Village Metro District
General Fund Profit & Loss Detail

January 2024

Type	Date	Num	Name	Memo	Debit	Credit	Balance
Ordinary Income/Expense							
Income							
41000 · Property Tax Income							
41010 · Specific Ownership Tax							
Deposit	01/10/2024			Deposit		6,019.01	6,019.01
Total 41010 · Specific Ownership Tax					0.00	6,019.01	6,019.01
Total 41000 · Property Tax Income					0.00	6,019.01	6,019.01
46000 · Interest Income							
46010 · General Bank Account Interest							
Deposit	01/31/2024			Deposit		2,665.32	2,665.32
Total 46010 · General Bank Account Interest					0.00	2,665.32	2,665.32
Total 46000 · Interest Income					0.00	2,665.32	2,665.32
Total Income					0.00	8,684.33	8,684.33
Gross Profit					0.00	8,684.33	8,684.33
Expense							
51000 · General Overhead							
51050 · Utilities Expense							
Bill	01/18/2024		CORE Electric Cooperative		891.77		891.77
Bill	01/31/2024	859205179	Xcel Energy	January Statement	4.33		896.10
Total 51050 · Utilities Expense					896.10	0.00	896.10
Total 51000 · General Overhead					896.10	0.00	896.10
52000 · Computer & Software Expenses							
52040 · Software & Online Subscriptions							
Bill	01/31/2024	2402609...	Bill.com LLC	Billing Period 01/05/2024 - 02/04/2024	533.60		533.60
Total 52040 · Software & Online Subscriptions					533.60	0.00	533.60
Total 52000 · Computer & Software Expenses					533.60	0.00	533.60
52500 · Insurance Expense							
52550 · General Insurance							
General Journal	01/31/2024	0124BusIns		To move Business Insruance prepaid to exp...	3,199.20		3,199.20
Total 52550 · General Insurance					3,199.20	0.00	3,199.20
Total 52500 · Insurance Expense					3,199.20	0.00	3,199.20
53000 · Board of Director's Expense							
53010 · Directors' Stipend							
Paycheck	01/31/2024	DD1050	Debra D Prysby	Direct Deposit	200.00		200.00
Paycheck	01/31/2024	DD1051	Ephram Glass	Direct Deposit	200.00		400.00
Paycheck	01/31/2024	DD1052	Mathew Hart	Direct Deposit	200.00		600.00
Paycheck	01/31/2024	DD1053	Travis Jensen	Direct Deposit	200.00		800.00
Total 53010 · Directors' Stipend					800.00	0.00	800.00
Total 53000 · Board of Director's Expense					800.00	0.00	800.00
54000 · Payroll Expenses							
54060 · Employer Payroll Taxes							
Paycheck	01/31/2024	DD1050	Debra D Prysby	Direct Deposit	15.30		15.30
Paycheck	01/31/2024	DD1051	Ephram Glass	Direct Deposit	15.30		30.60
Paycheck	01/31/2024	DD1052	Mathew Hart	Direct Deposit	15.30		45.90
Paycheck	01/31/2024	DD1053	Travis Jensen	Direct Deposit	15.30		61.20
Total 54060 · Employer Payroll Taxes					61.20	0.00	61.20
54000 · Payroll Expenses - Other							
Liability Check	01/30/2024		QuickBooks Payroll Service	Fee for 4 direct deposit(s) at \$4.00 each	16.00		16.00
Paycheck	01/31/2024	DD1050	Debra D Prysby	Direct Deposit	0.00		16.00
Paycheck	01/31/2024	DD1051	Ephram Glass	Direct Deposit	0.00		16.00
Paycheck	01/31/2024	DD1052	Mathew Hart	Direct Deposit	0.00		16.00
Paycheck	01/31/2024	DD1053	Travis Jensen	Direct Deposit	0.00		16.00
Total 54000 · Payroll Expenses - Other					16.00	0.00	16.00
Total 54000 · Payroll Expenses					77.20	0.00	77.20
57000 · Professional Services Fees							
57020 · Legal Expenses							
Bill	01/31/2024	152854	Ireland Stapleton Pryor & ...	Billed Through 01/31/2024	6,517.42		6,517.42
Total 57020 · Legal Expenses					6,517.42	0.00	6,517.42
57030 · Accounting Services							
Bill	01/31/2024	5893	Gembok Consulting Inc.	December 2023 Chatfield	508.75		508.75
Bill	01/31/2024	5892	Gembok Consulting Inc.	January 2024	2,024.12		2,532.87
Total 57030 · Accounting Services					2,532.87	0.00	2,532.87

Roxborough Village Metro District
General Fund Profit & Loss Detail

January 2024

Type	Date	Num	Name	Memo	Debit	Credit	Balance
57040 · District Management							
Bill	01/31/2024	132551	Special District Manageme...	January 2024 District Management Fees	7,504.44		7,504.44
Total 57040 · District Management					7,504.44	0.00	7,504.44
Total 57000 · Professional Services Fees					16,554.73	0.00	16,554.73
62000 · Repairs and Maintenance							
62020 · Utility Locate							
Bill	01/31/2024	224011164	Utility Notification Center o...	RTL Transmissions	28.38		28.38
Bill	01/31/2024	29181	Diversified Underground	Screen Charge	105.00		133.38
Total 62020 · Utility Locate					133.38	0.00	133.38
Total 62000 · Repairs and Maintenance					133.38	0.00	133.38
64000 · Landscape Expenses							
64010 · Landscape Repairs and Maint							
Bill	01/06/2024	2012443	Consolidated Divisions Inc	T&M Jan 1 - Jan 6	160.00		160.00
Total 64010 · Landscape Repairs and Maint					160.00	0.00	160.00
64040 · Landscape Contract							
Bill	01/01/2024	2012682	Consolidated Divisions Inc	January 2024	9,652.84		9,652.84
Total 64040 · Landscape Contract					9,652.84	0.00	9,652.84
Total 64000 · Landscape Expenses					9,812.84	0.00	9,812.84
65000 · Playground & Infrastructure Exp							
65080 · Misc. Playground & Infrastruct							
Bill	01/06/2024	INV-13288	Game-Set-Match Inc.	Tennis Court Washing	700.00		700.00
Total 65080 · Misc. Playground & Infrastruct					700.00	0.00	700.00
Total 65000 · Playground & Infrastructure Exp					700.00	0.00	700.00
68000 · Parks & Open Space Expense							
68010 · Foothills Park & Rec Fees							
Bill	01/31/2024	SALES00...	Foothills Park & Recreatio...	January 2024 Resident Use	1,735.89		1,735.89
Total 68010 · Foothills Park & Rec Fees					1,735.89	0.00	1,735.89
68025 · Water Expense							
Bill	01/15/2024		Roxborough Water & Sanit...	Service Period 11/25/23 to 12/24/23 Elk ML...	100.50		100.50
Bill	01/15/2024		Roxborough Water & Sanit...	Service Period 11/25/23 to 12/24/23 Mule D...	100.50		201.00
Bill	01/15/2024		Roxborough Water & Sanit...	Service Period 11/25/23 - 12/24/23 Marmot ...	201.00		402.00
Bill	01/15/2024		Roxborough Water & Sanit...	Service Period 11/25/23 - 12/24/23 Rampart...	114.50		516.50
Bill	01/15/2024		Roxborough Water & Sanit...	Billing Period 12/01/23 to 12/31/23	875.33		1,391.83
Total 68025 · Water Expense					1,391.83	0.00	1,391.83
68050 · Portable Restroom Exp.							
Bill	01/31/2024	INV-4068...	United Site Services	January Services Chatfield Farms Park	274.76		274.76
Bill	01/31/2024	INV-4068...	United Site Services	January Services Roxborough Community ...	267.79		542.55
Total 68050 · Portable Restroom Exp.					542.55	0.00	542.55
68070 · Snow Removal Expense							
Bill	01/10/2024	2012558	Consolidated Divisions Inc	Snow Cycle 01/08/24 - 01/10/24	5,376.00		5,376.00
Bill	01/16/2024	2012642	Consolidated Divisions Inc	Snow Cycle 01/15/24 - 01/16/24	8,234.75		13,610.75
Bill	01/26/2024	2012776	Consolidated Divisions Inc	Snow Cycle 01/26/24	2,735.00		16,345.75
Total 68070 · Snow Removal Expense					16,345.75	0.00	16,345.75
Total 68000 · Parks & Open Space Expense					20,016.02	0.00	20,016.02
Total Expense					52,723.07	0.00	52,723.07
Net Ordinary Income					52,723.07	8,684.33	-44,038.74
Net Income					52,723.07	8,684.33	-44,038.74

IRRIGATION SYSTEM AND WATER SUPPLY AGREEMENT

This Irrigation System and Water Supply Agreement (“*Agreement*”), effective the [REDACTED] day of February, 2024 (“*Effective Date*”), is entered into by and between Roxborough Village Metropolitan District, a political subdivision of the State of Colorado (“*RVMD*”), and Phillips Edison & Company, Inc., a [REDACTED] corporation (“*PECO*”). RVMD and PECO are referred to collectively as the “*Parties*” or individually as a “*Party*”.

I. Recitals

WHEREAS, RVMD was organized in 1985 as a metropolitan district pursuant to the Colorado Special District Act, C.R.S. §32-1-101, *et seq.* to provide, among other services, park and recreation services, including irrigation of designated areas within RVMD’s boundaries;

WHEREAS, PECO owns, developed, and manages a commercial shopping center known as “Roxborough Marketplace”, which is located at 8355 N. Rampart Range Road, Littleton, Colorado (“*Marketplace*”), within RVMD’s boundaries;

WHEREAS, certain landscaping areas within the Marketplace are irrigated through an irrigation system (“*Irrigation System*”) that is connected to RVMD’s irrigation system and which uses water that RVMD purchases from the Roxborough Water and Sanitation District (“*RWSD*”);

WHEREAS, historically, RVMD has not charged PECO for maintenance of the Irrigation System, or the irrigation water used within the Marketplace; and,

WHEREAS, the Parties have agreed that PECO shall be responsible for maintenance of the Irrigation System within metered areas of the Marketplace and shall begin compensating RVMD for the irrigation water that is used within the Marketplace upon the terms and conditions set forth in this Agreement.

NOW THEREFORE, for the mutual promises, covenants, and agreements set forth herein, the Parties agree as follows.

II. Agreement

1. **Installation of Water Meters and Irrigation System Set-Up.** PECO shall be solely responsible for payment of all costs and expenses incurred by RVMD’s landscape contractor to purchase and install at least two, and possibly three, water meters in the locations identified on the map attached as **Attachment A**. The costs and expenses that RVMD’s landscape contractor will charge to purchase and install three water meters is \$9,253.71, as more specifically set forth in the proposal attached as **Attachment B**. If at the time the landscape contractor installs the water meters it is determined that only two water meters will be necessary, the cost to purchase and install the two water meters will be \$6,169.14. The foregoing costs and expenses *do not* include costs and expenses the landscape contractor may incur in troubleshooting the Irrigation System, mainline location, wire tracing, and other associated work (collectively, the “*Set-Up Services*”). The landscape contractor will bill for the Set-Up Services on a time and material basis with labor to be

charged at \$82.00 per hour. PECO shall be solely responsible for paying for all Set-Up Services. PECO shall pay the amounts owed for the purchase and installation of the water meters and the associated charges for Set-Up Services within 10 business days of RVMD submitting an invoice to PECO. If PECO fails to pay the full amount due within the 10-day period, interest shall begin accruing at the rate 12% per annum until the amounts owed are paid in full.

2. **Water Usage and Repair Charges; Administrative Fee.**

a. PECO agrees to pay RVMD the following fees and charges:

i. An annual administrative fee of \$1,000. RVMD may increase the administrative fee in its discretion, but no more frequently than annually;

ii. The annual metered water usage charge. The rate RVMD charges PECO shall be the same rate that RWSD charges RVMD for raw water usage. PECO acknowledges and agrees that RVMD has no control over the water usage rates that RWSD charges, that RWSD's water usage rates may increase over time, and that PECO will be responsible for paying any increased rates RWSD may charge from time-to-time;

iii. The amount RVMD's landscape contractor charges RVMD to perform repairs to PECO's Irrigation System. The term "repairs" includes replacing any portion of the Irrigation System that is no longer functioning appropriately due to age or other deteriorated condition. Repairs downstream of the Marketplace meters shall only be performed upon PECO's written request.

b. RVMD shall invoice PECO for the annual administrative fee and the annual metered water usage charge by January 31 of each year. RVMD shall invoice PECO for any repair charges within 30 days of the landscape contractor invoicing RVMD for such repairs. PECO shall pay the full amount invoiced for the annual administrative fee and the water usage and repair charges within 10 business days of receiving the invoice. If PECO fails to pay the full amount due within the 10-day period, interest shall begin accruing at the rate of 12% per annum until the amounts owed are paid in full. Changes in the amounts or rates charged by RVMD pursuant to this Agreement shall automatically be deemed an amendment to this Agreement without either Party being required to take any action.

3. **Term and Termination; Effect of Termination.**

a. The initial term of this Agreement shall begin on the Effective Date and shall continue through December 31, 2024. This Agreement shall automatically renew for successive one-year periods unless terminated in accordance with this Agreement.

b. Either Party may terminate this Agreement at any time upon 60 calendar days prior written notice to the other Party. RVMD also may terminate this Agreement upon thirty calendar days prior written notice to PECO if PECO fails to pay all amounts owed by the deadlines established in Section 2. RVMD may terminate this Agreement immediately if RVMD's irrigation system becomes inoperable for an extended period. In addition, RVMD may terminate this

Agreement through nonappropriation pursuant to Section 6, below. Upon expiration of the applicable notice period or, with respect to nonappropriation December 31 of the year in which the nonappropriation occurs, RVMD shall have the right to i) cease providing water to PECO's Irrigation System and ii) disconnect PECO's Irrigation System from RVMD's irrigation system. PECO expressly waives any liability, causes of action under any theory at law or equity, claims, demands, or damages it may have against RVMD for ceasing to provide water and disconnecting the Irrigation System in accordance with this Section 3.

4. **Notice.** Notice shall be in writing and hand delivered or sent by certified/registered mail, return receipt requested, to the address on the signature page, or at another address previously furnished in writing to the other Party pursuant to this Section 4. Notice sent by certified/registered mail shall be deemed given when accepted or three business days after deposit in the mail, whichever occurs first.

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

6. **Nonappropriation.** Notwithstanding anything in this Agreement to the contrary, all direct or indirect financial obligations of RVMD under this Agreement are expressly subject to RVMD's Board of Directors appropriating sufficient funds to meet RVMD's direct or indirect financial obligations for the next fiscal year. If the Board fails to appropriate sufficient funds to meet RVMD's direct or indirect financial obligations for the next fiscal year, this Agreement shall terminate on December 31 of the year in which the nonappropriation occurred, with no liability to RVMD.

7. **No Maintenance.** Nothing in the Agreement is intended, and shall not be construed, to impose any obligation upon RVMD to provide maintenance services to the Irrigation System. PECO shall be solely responsible for maintaining the Irrigation System.

8. **Miscellaneous.** Colorado law governs this Agreement. This Agreement is the entire agreement between the Parties and there are no oral or collateral agreements or understandings. Jurisdiction and venue shall lie exclusively in the District Court for Douglas County, Colorado. Except as expressly provided in Section 2, this Agreement may only be amended by a document signed by the Parties. Course of dealing, no 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. Waiver of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach of this Agreement. This Agreement is not assignable. This Agreement is not intended to, and shall not, confer rights on any person or entity not named as a party to this Agreement. In any civil action or proceeding arising from or relating to this Agreement, the prevailing Party shall be awarded its reasonable attorney's fees, costs, and expenses, including the reasonable attorneys' fees, costs, and expenses incurred in any appellate action and in executing or collecting 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 both of which shall constitute one valid and binding instrument This Agreement shall only require RVMD to supply irrigation water to PECO while RVMD's irrigation system is being used by RVMD. During the non-growing season, generally between October and April of the following year, the irrigation system is off and no water will be delivered to PECO. If there are breaks in the main irrigation lines, irrigation pond issues, problems with irrigation pumps, or any other issue(s) preventing water delivery, RVMD has the right to cease providing water to PECO until repairs can be made. RVMD shall not be held responsible for any losses or damages PECO incurs due to a lack of water delivery regardless of the cause.

IN WITNESS WHEREOF, this Agreement is executed by the Parties.

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT, a political subdivision of the State of Colorado

PHILLIPS EDISON & COMPANY, INC.

By: _____
Mark Rubic, President Date

By: _____
Signature Date

Address: 141 Union Boulevard, Suite 150
Lakewood, CO 80228-1898

Printed Name: _____
Title: _____
Address: _____

ATTACHMENT A
(Meter Locations Map)



ATTACHMENT B

(Meter Installation Proposal)



303-471-1522
naturesworkforce.com

To: SDMS	Contact: Peggy Ripko
Address: 141 Union Boulevard, Suite 150 Lakewood, CO 80228	Phone: 303-987-0835 Fax: 303-987-2032
Project Name: Roxborough Village - Install Water Meter	Bid Number:
Project Location: Littleton, CO	Bid Date: 1/3/2024
Addendum #: N/A	

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Install 2" Water Meter (3 Total) Roxborough Marketplace Includes Water Meter And Installation ONLY All Troubleshooting, Mainline Locating, Wire Tracing, And Additional Work Performed Will Be Billed Under 2024 T & M Established Rates Of \$82 Per Man Hour	3.00	Ea	\$3,084.57	\$9,253.71

Total Bid Price: \$9,253.71

**INTERGOVERNMENTAL AGREEMENT
FOR ROXBOROUGH VILLAGE METROPOLITAN DISTRICT RESIDENT USE OF
FOOTHILLS PARK AND RECREATION DISTRICT'S RECREATION AMENITIES**

This *Intergovernmental Agreement for Roxborough Village Metropolitan District Resident Use of Foothills Park and Recreation District's Recreation Amenities* ("**Agreement**"), effective as of January 1, 2024 ("**Effective Date**"), is entered into by and between Roxborough Village Metropolitan District ("**RVMD**") and Foothills Park and Recreation District ("**Foothills**"). RVMD and Foothills are referred to collectively as the "**Parties**" or individually as a "**Party**."

WHEREAS, each Party is a political subdivision of the State of Colorado, organized pursuant to the Special District Act, C.R.S. § 32-1-101, *et seq.*, to provide park and recreation services to residents within, and to individuals passing through, their respective jurisdictions. The Parties are authorized pursuant to C.R.S. § 29-1-201, *et seq.* to cooperate and contract with one another to provide any lawfully authorized function, service, or facility; and

WHEREAS, in order to enhance each Party's provision of park and recreation services to its residents, and to promote mutually beneficial collaboration between the Parties, the Parties desire to cooperate with one another for the purpose of allowing RVMD residents to access Foothills' recreation amenities set forth in the attached **Exhibit A** ("**Recreation Amenities**") on the terms and conditions provided herein.

NOW, THEREFORE, the Parties agree to allow RVMD residents to access the Recreation Amenities as follows:

1. **Use of Recreation Amenities.** Beginning on January 1, 2024, Foothills will allow RVMD residents to access the Recreation Amenities and recreation programs at the admission rates that Foothills otherwise charges for Foothills residents, as such rates may be amended from time-to-time in Foothills' sole discretion ("**Resident Rates**"), without the need for this Agreement to be amended. Foothills shall provide RVMD with notice of its changes to the Resident Rates. The RVMD residents may pay the daily general admission for the Recreation Amenities at the Resident Rates ("**Daily Admission**"), purchase a Recreation Amenities multi-visit card at the Resident Rates ("**Multi-Visit Admission**"), or participate in recreation programs or classes by paying the Resident Rates.

a. Daily Admission access will include the Recreation Amenities drop-in amenities and activities that Foothills otherwise grants to Foothills residents who pay the daily general admission rate ("**Included Amenities**"). Multi-Visit Admission access will include the Included Amenities, as well as such additional amenities and activities as Foothills may determine ("**Multi-Visit Amenities**").

b. RVMD resident admission at the Resident Rates is exclusive to the Included Amenities and Multi-Visit Amenities, as applicable, at the recreation facilities identified on Exhibit A.

2. **Photo I.D. Card.** To access the Recreation Amenities at the Resident Rates, RVMD residents must purchase a Foothills Photo I.D. Card on the same terms and conditions as

Foothills otherwise provides for Foothills' residents. No less than annually, RVMD will provide Foothills with a list of addresses within RVMD. RVMD residents wishing to purchase a Foothills Photo I.D must provide proof of residency in a form acceptable to Foothills. Foothills will allow RVMD residents to begin purchasing Photo I.D. Cards on January 1, 2024. No less than annually, Foothills shall verify that RVMD residents registered with Foothills are still residents of RVMD. Foothills shall determine what form(s) of proof of residency it will accept. Foothills will immediately cancel any Photo I.D. Card for which acceptable proof of residency was not provided.

3. **Reimbursement to Foothills.** For each RVMD resident who accesses the Recreation Amenities at the Resident Rates or participates in a program or class at the Resident Rates, RVMD will reimburse Foothills for the difference between the Resident Rates and the admission rates that Foothills otherwise charges for non-Foothills residents, as such rates may be amended from time-to-time in Foothills' sole discretion ("***Rate Differences***"). Foothills shall invoice RVMD monthly for the Rate Differences attributable to the actual number of RVMD residents who accessed the Recreation Amenities or participated in a program or class in the preceding month, along with an accounting of such charges, and RVMD shall remit payment to Foothills within 45 calendar days of receiving an invoice.

4. **Cap on Reimbursement Expenditures.** Notwithstanding the foregoing Section 3, RVMD's reimbursements to Foothills shall not exceed an annual amount mutually agreed to in writing by the Parties from time-to-time ("***Reimbursement Cap***"). When a Foothills monthly invoice shows that 2/3 of the amount of the mutually agreed up Reimbursement Cap is reached, RVMD will advise Foothills in writing within 45 calendar days of such invoice as to whether RVMD will increase the then-applicable Reimbursement Cap for that calendar year. Any such authorized increase by RVMD will be in increments of at least \$5,000.00. Any increase in the Reimbursement Cap authorized by RVMD shall apply only to the calendar year in which the increase is authorized. The Reimbursement Cap for the next calendar year shall return to the Reimbursement Cap initially approved for the calendar year in which the temporary increase occurred unless the Parties mutually agree to a different Reimbursement Cap for the next calendar year. If RVMD does not authorize an increase in the then-applicable Reimbursement Cap, Foothills shall cease providing the Recreation Amenities to the RVMD residents at Resident Rates once the amount of the billed reimbursements reach the then-applicable Reimbursement Cap.

5. **Term and Termination.** The initial term of this Agreement shall commence on the Effective Date and continue through December 31, 2024 ("***Initial Term***"). Thereafter, this Agreement shall automatically renew for successive one-year periods (each a "***Renewal Term***") on the same terms and conditions set forth herein. Notwithstanding the foregoing, this Agreement may be terminated by either Party at any time during the Initial Term or any Renewal Term upon 30 calendar days prior written notice to the other Party ("***Notice Period***"). Foothills' obligation to invoice RVMD, and RVMD's obligation to reimburse Foothills, for the Rate Differences attributable to the actual number of RVMD residents who access the Recreation Amenities, or participated in a program or class, during the Notice Period shall survive such termination and shall be subject to the terms of this Agreement.

6. **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 Parties and their directors, officers, and employees/

volunteers under federal or state constitutional, statutory, or common law, including but not limited to, the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

7. **Notice.** Any notice required or permitted under this Agreement shall be given by personal delivery or certified/registered mail, postage prepaid, and addressed as follows:

RVMD:

Roxborough Village Metropolitan District
Attn: District Manager
141 Union Boulevard, Suite 150
Lakewood, CO 80228-1898

Foothills:

Foothills Park & Recreation District
Attn: Executive Director
6612 S. Ward Street
Littleton, Colorado 80127

Either Party may change the address for receiving notice by giving the other Party the changed address in accordance with this Section 7. If notice is provided by certified/registered mail, it shall be deemed given three business days after it is placed in the mail or upon receipt, whichever occurs first.

8. **Non-Appropriation.** All direct and indirect financial obligations of a Party under this Agreement are subject to appropriation, budgeting, and availability of funds to discharge such obligations. If a Party's governing body fails to appropriate funds for that Party's obligations under this Agreement for a calendar year, this Agreement shall terminate immediately, and neither Party shall have any further obligation under this Agreement. No provision of this Agreement shall be construed or interpreted (a) to directly or indirectly obligate a Party to make any payment in any fiscal year in excess of amounts appropriated for such fiscal year; (b) as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever of a Party within the meaning of Article XI, Section 6 or Article X, Section 20 of the Colorado Constitution or any other constitutional or statutory limitation or provision; or (c) as a delegation of governmental powers by a Party.

9. **No Third-Party Beneficiaries.** This Agreement is not intended to, and shall not, confer rights on any person or entity not named as a party to this Agreement, expressly including enforcement of any of the terms and conditions of this Agreement; all rights of action relating to such enforcement is strictly reserved to the Parties.

10. **Relationship of the Parties.** By entering into this Agreement, the Parties are not creating, and shall not be construed as creating, a joint venture, partnership, authority, or any other type of relationship between the Parties, and each Party shall remain a separate and distinct entity for all purposes under this Agreement.

11. **Additional Terms.** Colorado law governs this Agreement. Exclusive jurisdiction and venue of any proceeding concerning this Agreement shall be in the Jefferson County District Court. This Agreement constitutes the entire agreement between the Parties and supersedes and replaces all prior intergovernmental agreements between the Parties relating to the subject matter herein, and all contemporaneous conversations, negotiations, possible alleged alternative agreements, representations, covenants, and warranties concerning the subject matter hereof are

merged herein. Except for adjustments to the Resident Rates and the Reimbursement Cap, this Agreement may be amended only by a document signed by the Parties. Course of dealing, no matter how long, shall not constitute an amendment to this Agreement. If any provision of this Agreement is held invalid or unenforceable, all other provisions shall continue in full force and effect. Waiver of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach of this Agreement. This Agreement is not assignable. In any dispute arising from or relating to this Agreement, the prevailing Party shall be awarded its reasonable attorneys' fees, costs, and expenses, including the reasonable 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 electronically by PDF, each of which shall be deemed an original and together shall constitute one valid and binding instrument.

Roxborough Village Metropolitan District

Foothills Park and Recreation District

Mark Rubic, Board President

Ronald Hopp, Executive Director

Date: _____

Date: _____

EXHIBIT A

**Foothills Park & Recreation District
Recreation Amenities**

Included Amenities:

Peak Community & Wellness Center
6612 S Ward Street, Littleton CO

Lilley Gulch Recreation Center
6147 S Holland Way, Littleton CO

Deer Creek Pool
8637 S Garrison Street, Littleton CO

Weaver Hollow Pool
12750 W Stanford Ave., Littleton CO

Meadows Golf Course
7007 Meadows Golf Club Drive, Littleton CO

Edge Ice Arena
6623 S. Ward Street, Littleton, CO

Ridge Recreation Center
6613 S Ward Street, Littleton CO

Columbine West Pool
7046 S Webster Street, Littleton CO

Sixth Avenue West Pool
400 Holman Way, Littleton CO

Foothills Golf Course
3901 S Carr Street, Denver CO

The Energy to Thrive™



January 22, 2024

Brooks Kaufman
Lands and Rights of Way Manager

Roxborough Village Metro District
Travis Hunsaker
141 Union Blvd. #150
Lakewood, CO 80228

Dear Mr. Hunsaker:

CORE Electric Cooperative (CORE) plans to install a new underground electric distribution feeder (#7) and a new underground conduit for a future feeder (#8) called the Roxborough Feeders 7 & 8 project. The project will allow CORE to tie together some of our existing distribution infrastructure, creating more reliable service and will provide redundancy in the area.

This project is anticipated to start in Spring 2024. Once the construction schedule is known and in place, we will contact you again with that schedule and to coordinate any required access.

In order for this project to be successful, CORE will need to acquire an easement from you. CORE will be compensating you for the signed easement. The exact location is shown on the Exhibit attached to the General Right-of-Way Easement Agreement, enclosed for signature.

CORE has authorized an easement offer as shown below:

\$786.00 for the signed permanent easement; $0.131 \text{ acres} \times \$12,000/\text{acre} \times 50\% = \786.00 ; this figure represents 50% of the market value, estimated at \$12,000/acre (\$0.27/square foot), supported by existing market data.

If this offer is acceptable, please sign this document below and the attached General Right-of-Way Easement form in front of a notary and complete the enclosed IRS W9 form. After receipt of these items CORE will forward a check made payable to you.

CORE has retained Ulteig to assist with the easement acquisitions for this project. If you have any questions, Juliet Sweet with Ulteig will be your contact. She can be reached at 720-873-5832 or juliet.sweet@ulteig.com. Juliet is also a notary and can meet you to notarize the easement document if needed.

Thank you for helping make this project a success.
If you agree to the above terms, please sign below.

CORE Electric Cooperative
5496 N. U.S. Highway 85
Sedalia, CO 80135
(800) 332-9540
www.core.coop

Grantor:

The undersigned have set their hands this _____ day of _____, 2024.

Roxborough Village Metro District



Grantee:

The undersigned have set their hands this _____ day of _____.

Sincerely,



Brooks Kaufman
Lands and Rights of Way Manager

CORE Enclosures: General Right-of-Way Easement Form
 Legal Description Exhibit A
 Statement of Authority Form
 IRS W9 Form

For CORE Use Only		
Township: <u>7S</u>	Range: <u>69W</u>	Section: <u>11</u>
W/O #: <u>22057673</u>		
Legal:		
Quit Claim Deed filed in Douglas County at Rec. #8801209		
Engineer: <u>Ulteig</u>		

CORE ELECTRIC COOPERATIVE
5496 North U.S. Highway 85
Sedalia, Colorado 80135
303-688-3100

UTILITY UNDERGROUND ACCESS EASEMENT

KNOW ALL MEN BY THESE PRESENTS that Roxborough Village Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (“Grantor”), for a good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant unto CORE Electric Cooperative, a Colorado non-profit corporation and electric cooperative and to its successors or assigns, a perpetual non-exclusive easement varies in width (“the Easement”) for the construction and continued operation, maintenance, inspection, repair, alteration, and replacement of underground electric distribution and communication facilities and underground cables, wires, conduits, above ground transformers, switches, manholes, splicing boxes, testing terminals, devices, attachments, and other incidental equipment (collectively “the Facilities”) located upon, under, and across the following real property belonging to Grantor situated in the County of Douglas, State of Colorado, and more particularly described as follows:

SEE EXHIBIT(S) ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE

Together with all rights of ingress and egress necessary for the full and complete use, occupation, and enjoyment of the Easement and all rights and privileges of the Easement, including for the installation and maintenance of the Facilities; the right to cut, trim, and remove trees, brush, overhanging branches, shrubbery, and other obstructions within of the Easement that may interfere with or threaten to endanger the operation, maintenance, and repair of the Facilities; to place location markers upon the Easement to identify any underground Facilities; to license, permit, or otherwise agree to the joint use or occupancy of the Facilities, by any other person, association, or corporation for electrification or communication purposes; to open and close any fences crossing the Easement, and to use that portion of Grantor’s adjoining property to survey, construct, maintain, repair, remove, or replace the Facilities as may be required to permit the operation of standard construction and repair machinery. CORE shall install and maintain the Facilities with the industry standard of care and restore the surface of the Easement substantially to its original level and condition.

The undersigned agrees that all Facilities installed upon, under, and across the Easement by CORE shall remain the property of and may be removed at the option of CORE

Grantor(s) for themselves, their heirs, executors, administrators, successors, and assigns, while reserving the right to use the Easement for all purposes not inconsistent with the rights herein granted to CORE, hereby covenants that no structures shall be erected upon, under, or across the Easement, no combustible material or infrastructure shall be permitted upon, under, or across the Easement, and that the Easement shall not otherwise be used in any manner that interferes with the maintenance, repair, and replacement of the Facilities or damages the Facilities in any way.

The undersigned Grantor(s) warrant that they are the owner of the Easement property and that the property is free and clear of encumbrances and liens of whatsoever character except the following:

IN WITNESS WHEREOF, the undersigned have set their hands and seals this _____ day of _____,

In the presence of: _____

Roxborough Village Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado

Grantor



Signature

ITS

STATE OF COLORADO)
) ss.
County of)

The foregoing instrument was acknowledged before me this _____ day of _____, _____,
by _____.

Witness my hand and official seal.

My Commission expires: _____

Notary Public



EXHIBIT "A"

LINE TABLE		
NO.	BEARING	DISTANCE
L1	S00°06'39"E	153.88'
L2	N20°48'54"W	42.20'
L3	N00°09'06"W	112.39'
L4	N15°24'26"W	74.09'
L5	N04°20'45"W	179.17'
L6	S66°33'46"E	16.95'
L7	S04°20'45"E	169.81'
L8	S15°24'26"E	74.65'

OWNER:
ROXBOROUGH VILLAGE
METRO DIST.
PARCEL NO:
2355-111-14-016
REC. NO. 01024548

TRACT B
ROXBOROUGH VILLAGE
FILING NO. 15
REC. NO. 99015537

N'LY SIDE
REC. NO.
8801209

NE1/4 SECTION 11,
T7S, R69W, 6TH P.M.
DOUGLAS COUNTY

NW1/4 SECTION 12,
T7S, R69W, 6TH P.M.
DOUGLAS COUNTY

**UTILITY EASEMENT
AREA=5,724 S.F.±
OR 0.131 ACRES±**

E1/4 COR. SEC. 11
T7S, R69W, 6TH P.M.
FOUND 3" ALUM. CAP
L.S. #7104

E-W CENTER LINE SEC. 11

E-W CENTER LINE SEC. 12

**POINT OF
BEGINNING**

SW1/4 SECTION 12,
T7S, R69W, 6TH P.M.
DOUGLAS COUNTY

OWNER:
ROXBOROUGH VILLAGE METRO DISTRICT
PARCEL NO: 2355-111-00-002
REC. NO. 8801209

SE1/4 SECTION 11,
T7S, R69W, 6TH P.M.
DOUGLAS COUNTY

E. LINE SE1/4 SEC. 11
BASIS OF BEARING
N00°06'39"W 2633.44'

SE COR. SEC. 11
T7S, R69W, 6TH P.M.
FND. 2.5" ALUM. CAP
L.S. #5274

N. RAMPART
RANGE RD.

W'LY
R/W

OWNER:
ROXBOROUGH PARK FOUNDATION
PARCEL NO: 2355-123-00-003
REC. NO. 8715176



1 inch = 100 ft.

- 1.) PARCEL OWNERSHIP IS BASED ON THE RECORDS OF THE COUNTY ASSESSOR.
- 2.) ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS AFTER THE DATE OF THE CERTIFICATION SHOWN HEREON.
- 3.) THE ONLY PURPOSE OF THIS EXHIBIT IS TO SHOW THE LOCATION OF THE EASEMENT(S).
- 4.) THIS DOCUMENT SHALL BE CONSIDERED NULL AND VOID IF IT DOES NOT BEAR THE ORIGINAL SIGNATURE AND SEAL OF THE PROFESSIONAL LAND SURVEYOR OR IF ALTERED IN ANY WAY.

PRECISION SURVEY & MAPPING
PROFESSIONAL LAND SURVEYING CONSULTANTS
9025 E. KENYON AVENUE, SUITE 150
DENVER, COLORADO 80237
TEL: 303-753-9799

DRN. BY: A.S.
CHKD. BY: R.U.
DATE: 12/11/23
SCALE: 1" = 100'

FILE: R13827-1
SHEET: 1 OF 2
W/O #: _____

UTILITY EASEMENT

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER AND SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 7 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, ALSO BEING A PORTION OF LANDS DESCRIBED AT RECEPTION NO. 8801209, FILED IN THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

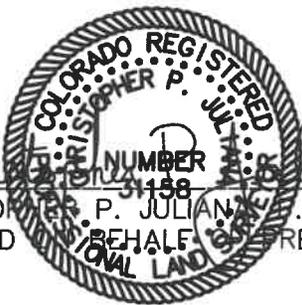
BASIS OF BEARING OF THIS DESCRIPTION IS ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF SECTION 11, ASSUMED TO BEAR $N00^{\circ}06'39''W$ A DISTANCE OF 2633.44 FEET FROM A 2.5" ALUMINUM CAP STAMPED L.S. #5274 FOUND AT THE SOUTHEAST CORNER OF SAID SECTION 11 TO A 3" ALUMINUM CAP STAMPED L.S. #7104 FOUND AT THE EAST QUARTER CORNER OF SAID SECTION 11;

BEGINNING AT SAID EAST QUARTER CORNER;

THENCE $S00^{\circ}06'39''E$ ALONG SAID EAST LINE A DISTANCE OF 153.88 FEET; THENCE $N20^{\circ}48'54''W$ A DISTANCE OF 42.20 FEET; THENCE $N00^{\circ}09'06''W$ A DISTANCE OF 112.39 FEET; THENCE $N15^{\circ}24'26''W$ A DISTANCE OF 74.09 FEET; THENCE $N04^{\circ}20'45''W$ A DISTANCE OF 179.17 FEET TO THE NORTHERLY SIDE OF SAID LANDS; THENCE $S66^{\circ}33'46''E$ ALONG SAID NORTHERLY SIDE A DISTANCE OF 16.95 FEET TO THE WESTERLY RIGHT-OF-WAY OF NORTH RAMPART RANGE ROAD; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES: 1). THENCE $S04^{\circ}20'45''E$ A DISTANCE OF 169.81 FEET; 2). THENCE $S15^{\circ}24'26''E$ A DISTANCE OF 74.65 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 5,724 SQUARE FEET OR 0.131 ACRES, MORE OR LESS.

I, THE UNDERSIGNED, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY SUPERVISION AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.



Christopher P. Julian 12/11/23
CHRISTOPHER P. JULIAN, L.S. 31158 DATE
FOR AND BEHALF OF PRECISION SURVEY & MAPPING, INC.

 **PRECISION SURVEY & MAPPING**
PROFESSIONAL LAND SURVEYING CONSULTANTS
9025 E. KENYON AVENUE, SUITE 150
DENVER, COLORADO 80237
TEL: 303-753-9799

DRN. BY: A.S.
CHKD. BY: R.U.
DATE: 12/11/23
SCALE: 1" = 100'

FILE: R13827-1
SHEET: 2 OF 2
W/O #: _____

UTILITY EASEMENT

THIS DOCUMENT MAY AFFECT YOUR LEGAL RIGHTS. LEGAL ADVICE SHOULD BE OBTAINED IN THE DRAFTING OF ANY LEGAL DOCUMENT.

STATEMENT OF AUTHORITY
(§38-30-172, C.R.S.)

1. This Statement of Authority relates to an entity¹ named _____
Roxborough Village Metropolitan District, A quasi-municipal corporation and political subdivision of the State of Colorado
2. The type of entity is a:

<input type="checkbox"/> corporation	<input type="checkbox"/> registered limited liability partnership
<input type="checkbox"/> nonprofit corporation	<input type="checkbox"/> registered limited liability limited partnership
<input type="checkbox"/> limited liability company	<input type="checkbox"/> limited partnership association
<input type="checkbox"/> general partnership	<input type="checkbox"/> government or governmental subdivision or agency
<input type="checkbox"/> limited partnership	<input type="checkbox"/> trust

 quasi-municipal corporation and political subdivision
3. The entity is formed under the laws of _____ Colorado
4. The mailing address for the entity is _____ 7999 N. Rampart Range Road, Littleton, CO 80125
5. The name position of each person authorized to execute instruments conveying, encumbering or otherwise affecting title to real property on behalf of the entity is _____

6. The authority of the foregoing person(s) to bind the entity: is²not limited is limited as follows:

7. Other matters concerning the manner in which the entity deals with interests in real property:

8. This Statement of Authority is executed on behalf of the entity pursuant to the provisions of §38-30-172, C.R.S.³
9. The Statement of Authority amends and supercedes in all respects any and all prior dated Statements of Authority executed on behalf of the entity.

Executed this _____ day of _____, _____

Signature:

Its

¹ This form should not be used unless the entity is capable of holding title to real property.
² The absence of any limitation shall be prima facie evidence that no such limitation exists.
³ The statement of authority must be recorded to obtain the benefits of the statute.

State of _____)
County of _____) ss

The foregoing Statement of Authority was acknowledged before me this _____ day of _____, _____ by _____

Witness my hand and official seal.
My commission expires: _____

Notary Public

WHEN RECORDED RETURN TO:

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
2 Business name/disregarded entity name, if different from above
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions.
6 City, state, and ZIP code
7 List account number(s) here (optional)
Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> <tr> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td></td> <td></td> </tr> </table>					-	-		
-	-							
or								
Employer identification number								
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> <tr> <td></td> <td style="text-align: center;">-</td> <td></td> <td></td> </tr> </table>						-		
	-							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

THIS DOCUMENT MAY AFFECT YOUR LEGAL RIGHTS. LEGAL ADVICE SHOULD BE OBTAINED IN THE DRAFTING OF ANY LEGAL DOCUMENT.

STATEMENT OF AUTHORITY
(§38-30-172, C.R.S.)

1. This Statement of Authority relates to an entity¹ named
Roxborough Village Metropolitan District, A quasi-municipal corporation and political subdivision of the State of Colorado
2. The type of entity is a:

<input type="checkbox"/> corporation	<input type="checkbox"/> registered limited liability partnership
<input type="checkbox"/> nonprofit corporation	<input type="checkbox"/> registered limited liability limited partnership
<input type="checkbox"/> limited liability company	<input type="checkbox"/> limited partnership association
<input type="checkbox"/> general partnership	<input type="checkbox"/> government or governmental subdivision or agency
<input type="checkbox"/> limited partnership	<input type="checkbox"/> trust

 quasi-municipal corporation and political subdivision
3. The entity is formed under the laws of Colorado
4. The mailing address for the entity is 7999 N. Rampart Range Road, Littleton, CO 80125
5. The name position of each person authorized to execute instruments conveying, encumbering or otherwise affecting title to real property on behalf of the entity is
6. The authority of the foregoing person(s) to bind the entity: is²not limited is limited as follows:
7. Other matters concerning the manner in which the entity deals with interests in real property:
8. This Statement of Authority is executed on behalf of the entity pursuant to the provisions of §38-30-172, C.R.S.³
9. The Statement of Authority amends and supercedes in all respects any and all prior dated Statements of Authority executed on behalf of the entity.

Executed this _____ day of _____, _____

Signature:

Its



¹ This form should not be used unless the entity is capable of holding title to real property.
² The absence of any limitation shall be prima facie evidence that no such limitation exists.
³ The statement of authority must be recorded to obtain the benefits of the statute.

State of _____)
County of _____) ss

The foregoing Statement of Authority was acknowledged before me this _____ day of _____, _____ by _____

Witness my hand and official seal.
My commission expires: _____



Notary Public

WHEN RECORDED RETURN TO:

AIRPLANE PARK
PLAYGROUND RENOVATION AGREEMENT

This Airplane Park Playground Renovation Agreement (“**Agreement**”), effective the 13th day of February, 2024 (“**Effective Date**”), is entered into by and between Rocky Mountain Recreation, Inc., a Colorado Corporation (“**Contractor**”) and Roxborough Village Metropolitan District, a political subdivision of the State of Colorado (“**District**”). The Contractor and the District are referred to collectively as the “**Parties**” and individually as a “**Party**.”

Now, therefore, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. **Project.** The Contractor agrees to perform the work described in the bid dated January 23, 2024 (1181369-01-01) and attached as **Exhibit A** (“**Project**”). This Agreement, as may be amended in a writing signed by the Parties, and the attached Exhibit A, as it may be amended by an approved Change Order signed by the Parties, are referred to as the “**Contract Documents**.” If there is a conflict between this Agreement and the bid, this Agreement shall control. The color palette for the playground equipment shall be as follows:

- a. Posts: Pine Green
- b. Clamps: Pine Green
- c. Rails: Vanilla
- d. Panels: Limon
- e. Decks: Gray
- f. Tendertuff coatings (wheels): Tan
- g. Ropes: Tan
- h. Polyethylene (Tunnels/slides, etc.): Brick
- i. Fabrics: Pine Green

2. **Work.** The term “**Work**” means all labor, materials, equipment, tools, and services necessary to perform and complete in a workmanlike manner construction of the Project in strict compliance with the Contract Documents. The Contractor agrees to perform the Work in a good and workmanlike manner in accordance with the Contract Documents and all applicable licenses and permits.

3. **Contract Price.** In exchange for the Contractor’s satisfactory performance of the Project, the District shall pay the Contractor a total of Thirty-Nine Thousand Two Hundred Twenty-Seven Dollars and Fifty Cents (\$39,227.50) (“**Contract Price**”). The Contract Price shall be subject to adjustments for increases or decreases reflected in any approved Change Order.

4. **Payment.** Within 10 business days from the date this Agreement is executed, the District shall pay Contractor one-half (½) of the Contract Price (\$19,613.75). Within 10 business days from the date the District accepts the completed Project, the District shall pay the Contractor the balance of the Contract Price (\$19,613.75), provided there is no dispute between the District and the Contractor regarding the Project. If such a dispute occurs, the District shall be entitled to

withhold from the final payment an amount that would reasonably pay for the correction of any deficient or defective work or any other matters that form the basis for the dispute.

5. Governmental Immunity and Indemnification.

a. This Agreement and Exhibit A, as they may be amended in accordance with this Agreement, are not intended, and shall not be construed, as a limitation on or waiver of any of the privileges, immunities, benefits, notice requirements, limitations, benefits, or defenses provided to, or enjoyed by, the District and its current and former directors, officers, representatives, and agents under federal or state law, including but not limited to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

b. The Contractor shall indemnify and defend the District and its current and former directors, officers, representatives, and agents from and against any loss, liability, damage, claim, cost, or expense (including reasonable attorneys' fees, costs, and expenses) of any kind or nature whatsoever arising from or relating to any intentional or negligent act or omission of the Contractor, or any subcontractor, vendor or supplier, or other person or entity performing any Work or any aspect of the this Agreement on behalf of the Contractor or a subcontractor, the other Contract Documents, or the Project. The Owner has the right to select its legal counsel, even though the Contractor is solely responsible for the payment of the defense costs.

6. Changes in the Work. Changes in the Work may be accomplished after execution of this Agreement by a Change Order. A Change Order shall be in writing and signed by the Parties. At a minimum, the Change Order shall state the change in the Work, and the amount of the adjustment, if any, in the Contract Price.

7. Permits and Government Inspections. The Contractor shall secure and pay for all permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work. The Contractor represents and warrants that it holds all licenses necessary for performance of the Work and agrees to maintain such licenses throughout the duration of the Project.

8. Insurance. The Contractor shall maintain workers' compensation insurance required on all Contractor employees with minimum coverage at least equal to the statutory minimum. The Contractor shall also maintain comprehensive general liability, independent contractor's liability, and business automobile liability insurance with minimum coverage of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. All such insurance shall include the District as an additional insured and shall include a provision prohibiting cancellation, termination, or alteration without thirty (30) days prior written notice to the District. The insurance shall also state that the District's insurance is not contributory. The Contractor shall provide the District with a copy of the Certificate(s) of Insurance and/or endorsement(s) before commencing the Work.

9. Non-Conforming Work and Warranty. For a period of one year after the date of the District accepts the Project as satisfactorily completed, the Contractor warrants to the District that materials and equipment furnished under this Agreement will be new and of good quality, the Work and the workmanship will be free from deficiencies and defects, and the Work will conform

to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, shall constitute “**Non-Conforming Work**”. If, within the one-year period, Non-Conforming Work is discovered, the Contractor shall correct it promptly after receiving the District’s written notice of the Non-Conforming Work. If the Contractor fails to promptly correct the Non-Conforming Work, the District may correct it and the Contractor shall reimburse the District for all costs and expenses incurred in correcting the Non-Conforming Work.

10. No Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party.

11. Attorneys’ Fees, Costs, and Expenses. In any civil action or proceeding arising from or relating to this Agreement, the Work and/or the Project, the prevailing Party shall be awarded its reasonable attorneys’ fees, costs, and expenses, including any reasonable attorneys’ fees, costs, and expenses incurred in any appellate action and in collecting or executing upon any judgment, order, or award.

12. Governing Law, Jurisdiction, and Venue. Colorado law governs this Agreement. Jurisdiction and venue shall lie exclusively in the District Court for Douglas County.

13. Miscellaneous. 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. If any provision is held invalid or unenforceable, all other provisions shall continue in full force and effect. Waiver of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach of this Agreement. This Agreement is not intended to, and shall not, confer rights on any person or entity not named as a party to this Agreement. 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 and delivered this Agreement as of the Effective Date.

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT

By: _____
Mark Rubic, Board President Date

ROCKY MOUNTAIN RECREATION, INC.

By: _____
Signature Date

Printed Name: _____

Title: _____

EXHIBIT A BID



Contact: Peggy Ripko
 Phone: 303.987.0835
 Email: pripko@sdmsi.com
 Date: Jan 23, 2024

Airplane Park
 9534 Elk Mountain Cir.
 Littleton, CO 80125

1181369-01-01

ITEM NO.	DESCRIPTION	WEIGHT	EXT. PRICE
176125A	PlaySense Design 30EZ	881	\$17,692.50
CP022203	Navy Airplane DigiRider	89	\$3,652.50
111397H	Sensory Panels (Space Travel, Pilot Panels)	161	\$5,842.50
Surfacing	Engineered Wood Fiber (EWF) 12" of fill w/ landscape fabric	1,100 sf	\$3,850.00
Misc	Demolition (removal of existing equipment and surfacing)		\$8,190.00

Comments: *Please include a copy of a tax exempt certificate if applicable to avoid charges.

Materials	\$ 39,227.50
Est. Install	Included
Est. Freight	Included
*Sales Tax	Exempt
TOTAL	\$ 39,227.50

Rocky Mountain Rec to supply & install above items
 Manufacturing & Shipping: 19+ weeks. Install Date: TBD
 Payment & Tax Remittance Terms: 50% deposit. Final payment at project completion. Net 30
 Proposal valid for 30-Days

PRESENTED BY RMR REPRESENTATIVE _____

CUSTOMER SIGNATURE _____

DATE _____













Ygfc v/'



 **slr**
landscape
structures

Airplane Park
1181368-01-01-02 • 12.07.2023

 **Recreation**

©2022 Landscape Structures. All Rights Reserved.

**ROXBOROUGH VILLAGE
METROPOLITAN DISTRICT**

PROPOSAL FOR AUDIT SERVICES

For the Year Ended December 31, 2023

With Option for Each of the Four Subsequent Years

Prepared by:

HOELTING & COMPANY, INC.
CERTIFIED PUBLIC ACCOUNTANTS
THOMAS SISTARE, REPRESENTATIVE
31 EAST PLATTE AVENUE, SUITE 300
COLORADO SPRINGS, COLORADO 80903
(719) 630-1091

Roxborough Village Metropolitan District
Proposal for Audit Services
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Hc
Hoelting & Company, Inc.
CERTIFIED PUBLIC ACCOUNTANTS

January 5, 2024

To the Board of Directors
Roxborough Village Metropolitan District

We are very pleased to submit a proposal to provide professional auditing services to Roxborough Village Metropolitan District. Hoelting & Company has been auditing Colorado special districts for nearly four decades, and we appreciate the opportunity to work with you.

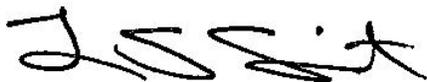
This proposal is for the audit of the financial statements of Roxborough Village Metropolitan District for the year ending December 31, 2023, with the option for each of the four subsequent years. Our audit would be conducted in accordance with U.S. generally accepted auditing standards.

Our staff of experienced auditors has an in-depth knowledge of the issues affecting Colorado special districts, and we endeavor to provide our clients with value-added service by offering benefits that exceed an auditor's traditional role. We will help the District keep pace with recent accounting developments, GASB pronouncements, and best practices. We believe that our services are further enhanced by our continued availability not only during the audit process, but throughout the year as well.

We greatly appreciate the opportunity to submit this proposal. Please feel free to contact me to discuss this information and any questions you may have.

Our proposal is a firm and irrevocable offer through February 15, 2024.

Sincerely,



Thomas Sistare, CPA
of Hoelting & Company, Inc.
Certified Public Accountants

AUDIT APPROACH

AUDIT APPROACH

Audit Objective

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of supplementary information when considered in relation to the basic financial statements taken as a whole.

Our audit will be conducted in accordance with U.S. generally accepted auditing standards, and will include tests on internal controls, tests of accounting records, and other procedures we consider necessary to enable us to express such opinions and to render the required reports.

At the conclusion of the audit, we intend to provide:

- Audited financial statements in conformity with U.S. GAAP.
- Management letters communicating significant matters from the audits:
 - Control deficiencies considered to be significant deficiencies or material weaknesses.
 - Other matters of findings and recommendations.

Risk-Based Audit Approach and Process

Our audit approach includes interviews with management, review of processes and internal controls, and other assessments. Our audit approach will be developed to concentrate on areas of risk to your operations, including but not limited to financial, regulatory, internal growth, personnel, technology, and fraud. We design audit procedures to meet your audit and financial reporting objectives and to integrate objectives and concerns of management and the board. We tailor the audit engagement from the District's standpoint so that our services provide reasonable assurance, and the financial reporting reflects your operations fairly.

Our audits are conducted using a paperless audit platform that provides central access to firm-wide resources including technical research material, issue documents, benchmark information, and practical application information. We have invested in state-of-the art tools to add value to the audit process and to improve its efficiency. Increasingly, review of accounting transactions will be conducted using automated interfaces, and procedures will be designed to understand the controls inherent in those systems.

The audit process will be developed and closely coordinated with your management team. We communicate with management throughout the engagement process, including meeting with management before, during, and after the audit to review audit timing, scope, key areas to audit, and concerns that management may have.

AUDIT APPROACH (continued)

The first year of an audit engagement involves one time start-up costs as we devote considerable time to learning about the District and its internal controls. Using this groundwork, we will be able to perform the audit in less time and at a lower cost in the succeeding years.

Each subsequent year, we will update our understanding of controls and processes in place and focus our testing on areas of greater risk or significance, and on those that have changed since the prior year. In addition, auditing standards require that we vary procedures from year to year to include an element of unpredictability.

At Hoelting & Company, we are able to maintain staff continuity on our audits as we experience very little staff turnover. During the past three years, we have had only one turnover of staff.

In order to infuse the audit process with fresh views and new perspectives, we endeavor to rotate staff assigned your audit after three to five years. This allows us both to enjoy the benefits of a long-term, ongoing relationship.

INDEPENDENCE

Hoelting & Company, Inc. is independent of Roxborough Village Metropolitan District as defined by generally accepted auditing standards and the U.S. General Accounting Office's *Government Auditing Standards* in that:

- a) No firm personnel have a direct or material financial interest in Roxborough Village Metropolitan District.
- b) No firm personnel or their relatives are associated with Roxborough Village Metropolitan District in the capacity of employee, manager or member of the board of directors.

FIRM AND STAFF PROFILE

OUR FIRM

Hoelting & Company, Inc. was organized in 1980 and is proud to be a local independent firm, serving clients located primarily along the Colorado Front Range. We effectively compete with much larger regional and national firms through the maintenance of the highest professional standards, and a proven ability to render diverse auditing, taxation, consulting and accounting services.

Members of our firm have worked for national, regional and local accounting firms located throughout the country before coming to Hoelting & Company. Many of our members have also worked in private industry. This diverse firm member experience has proven invaluable in providing the numerous services required by our clients.

What sets Hoelting & Company apart from other accounting firms, both large and small, is the active participation in all audits by the shareholder, not just in the planning stages and final report presentation, but throughout all phases of the audit. Our management is dedicated to fostering a team approach among all members of the firm. Our goal as a team is to provide the best service possible, both from a technical standpoint and a relational standpoint. In this regard, we are committed to serving and partnering with our clients by returning phone calls promptly and being available throughout the year.

The firm consists of approximately twenty-four accountants and support staff who successfully provide ongoing services to hundreds of clients.

LICENSE TO PRACTICE

Hoelting & Company, Inc. is a licensed firm in the State of Colorado. A copy of our license is included in the “Additional Information” section of this proposal. Hoelting & Company has not been suspended or debarred by the federal government.

PEER REVIEW

Hoelting & Company participates in the coordinated AICPA and State Society peer review program. The firm has also been a member of the AICPA Governmental Audit Quality Control Center since 2008. As a member of the Center, we are subject to additional quality control standards and have access to additional resources which enhance the quality of our governmental audits.

Our most recent peer review, for the period ending May 31, 2023, resulted in an unmodified opinion, without a letter of comments. Prior peer reviews have also been unmodified. Copies of this peer review report are included in the “Additional Information” section of this proposal.

REFERENCES

Colorado Centre Metropolitan District

Scope of work - Audit of basic financial statements
Date(s) - December 31, 1990 to Current
Engagement partner - Tom Sistare
Principal client contact - Liz Stokes (719) 390-7000

Forest Lakes Metropolitan District

Scope of work - Audit of basic financial statements
Date(s) - December 31, 2008 to Current
Engagement partner - Tom Sistare
Principal client contact - Ann Nichols (719) 327-5810

Security Water and Sanitation Districts

Scope of work - Audit of basic financial statements
Date(s) - December 31, 1981 to Current
Engagement partner - Tom Sistare
Principal client contact - Roy Heald (719) 392-3475

Stratmoor Hills Fire Protection District

Scope of work - Audit of basic financial statements
Date(s) - December 31, 1990 to Current
Engagement partner - Tom Sistare
Principal client contact - Dottie Barrett (719) 576-1200

In addition to the four references listed above, Hoelting & Company provides auditing and accounting services to many other governmental entities, including special districts, school districts, and towns.

PROPOSED AUDIT TEAM

Tom Sistare is a principal shareholder of Hoelting & Company and would be responsible for the supervision and review of all work related to the financial audit. During the engagement, Tom will also be available to assist the District with governmental GAAP, new accounting developments, and best practices.

Jessie Seibert and Chris Banta are audit managers at Hoelting & Company. Both have extensive experience auditing fire districts, metro districts and other Colorado local governments.

Tom, Jessie, and Chris are licensed as Certified Public Accountants in the State of Colorado and are members of the American Institute of Certified Public Accountants (AICPA) and the Colorado Society of Certified Public Accountants (CSCPA).

Assistance from other staff accountants may be required on a full or part-time basis.

No staff members have been subject to corrective action by regulatory authorities.

QUALIFICATIONS OF STAFF

Resumes of the proposed audit team are included in the “Additional Information” section of this proposal. A listing of staff responsibilities is listed in the “Audit Plan” section of this proposal.

CONTINUING PROFESSIONAL EDUCATION

All staff assigned to the audit have met the continuing education requirements of the 2018 Yellow Book (most recent addition). Individuals who work on audits subject to the *Government Auditing Standards*, and those responsible for planning, directing, conducting substantial portions of the fieldwork, or reporting on audits subject to *Government Auditing Standards* must obtain at least eighty hours of CPE every two years, with a minimum of twenty hours of CPE completed each year. At least eighty hours of CPE must directly enhance the auditor’s professional proficiency to perform audits and/or attestation engagements. Twenty-four of the eighty hours of CPE must be in subjects directly related to the government environment and government auditing. Specific or unique environments of our governmental audit clients are considered in selecting CPE programs.

TRANSITION PROCESS

TRANSITION PROCESS

Prior to the start of fieldwork, we will ask that you provide the following items for our permanent file:

- Organizational chart.
- Copies of District policies, specifically:
 - Deposit and investment
 - Capital assets
 - Vacation and sick leave
 - Retirement
 - Others as they relate to the audit
- Documentation of internal controls.
- Completed “Flow of information documentation” form (provided by Hoelting).
- Copies of bond official statements, COPs, loans, and capital leases, along with debt service schedules for each.
- Schedule of defeased debt.
- Copies of pension or other retirement plans.
- Copies of contracts/agreements of audit significance.
- Documentation of any voter authorized TABOR exceptions.

We will also request certain workpapers in order to substantiate opening balances for the current audit period.

ASSISTANCE FROM DISTRICT PERSONNEL

We presume the books and records will be in good condition, closed timely, and that accounts will be fully adjusted and reconciled with adequate detail scheduling. Assistance by your staff will be needed to accumulate and understand information, to make supporting documentation and records available, and to assist in schedule preparation or analysis as necessary.

It is our understanding that District personnel will prepare/provide the following:

- Excel file of trial balances for each fund a week prior to start of fieldwork
- For interim control testing, documentation of internal controls of specific accounting systems in the areas of cash receipts, cash disbursements, purchasing, capital assets, payroll, financial reporting, computer processing, and budgeting
- Copies of supporting audit working papers
- Preparation of all written confirmation documents for mailing by our firm
- Management discussion and analysis

AUDIT PLAN

BUDGETED HOURS & SEQUENCE FOR AUDIT PROCEDURES

Proposed segmentation of the engagement, level of staff and number of hours to be assigned to each proposed segment of the engagement:

<u>Segment</u>	<u>Level of Staff</u>	<u># of Hours</u>
Interim:		
• Prepare engagement letter	Clerical	1
• Perform procedures to obtain an understanding of internal control	Senior and staff	2
• Documentation of understanding of controls	Staff Accountants	1
• Testing selected controls	Staff Accountants	4
• Assessing control risk	Manager	3
• Determine audit risk and materiality	Manager	2
• Prepare audit programs	Manager	2
Planning:		
• Staff conferences to draw up initial audit strategy.	All Staff	2
• Brainstorming	All Staff	2
Fieldwork:		
• Complete work as outlined in audit programs	All Staff	19
• Prepare financial statements	Staff Accountant	8
• Processing of report and clerical	Clerical	1
• Review of workpapers and financial statements	Shareholder/Manager	6
• Exit conference with client	Shareholder	1

Budgeted Hours & Sequence for Audit Procedures (continued)

- a. Preplanning sets the stage for the audit. Our audit team gains a basic understanding of the organization and its operations by reviewing financial statements and determining other areas that need further examination.
- b. An understanding of the District's internal control structure will be gathered by review of internal control documentation, and interview and observation of the District's personnel. Significant controls will be tested for effectiveness.
- c. Risk assessment includes evaluating operations of all significant functional areas by interviewing management and observing processes and procedures. Procedures in this phase include documenting your accounting system, evaluating internal controls, understanding revenue generation, reviewing executed agreements, reviewing minutes, evaluating fraud risk, and performing a preliminary analysis of financial information for historical trends and comparisons.
- d. Brainstorming evaluates conditions and findings identified in order to develop a strategic audit plan that is responsive to any fraud risks.
- e. Substantive tests when applied will probably not include statistical sampling, as other tests, through past experience, have proven to be more efficient and cost effective. However, we may use random sampling. If sampling is used, a sample size of 25-60 would generally be used.
- f. Analytical procedures will include comparison of revenue and expenditures for the current year to the prior, and the comparison of actual to budget. Amounts in excess of materiality specifications will be further examined.
- g. Our approach in determining the compliance with laws and regulations that will be subject to audit test work will be to test the District's compliance with the requirements as set forth by Colorado Revised Statutes
- h. We will prepare the draft financial statements for management review.

TIMELINE FOR AUDIT PROCEDURES

Planning	No later than February 15
Fieldwork	No later than May 15
Draft audit report	No later than June 30
Submission of final audit report and management letter	No later than July 31

Audit work will be completed by the above deadlines.

Working papers will be maintained for 7 years following each year's audit.

ADDITIONAL INFORMATION

<p>Colorado Department of Regulatory Agencies Division of Professions and Occupations</p> <p>Board of Accountancy Hoelting & Company, Inc.</p> <p>Public Accounting Firm</p> <p>FRM.0013079 09/01/2023 Number Issue Date Active 08/31/2026 Credential Status Expire Date Verify this credential at: dpo.colorado.gov</p> <p>1879 <i>Karen McGovern</i></p> <p>Acting Division Director: Karen McGovern Credential Holder Signature</p>	<p>Colorado Department of Regulatory Agencies Division of Professions and Occupations</p> <p>Board of Accountancy Hoelting & Company, Inc.</p> <p>Public Accounting Firm</p> <p>FRM.0013079 09/01/2023 Number Issue Date Active 08/31/2026 Credential Status Expire Date Verify this credential at: dpo.colorado.gov</p> <p>1879 <i>Karen McGovern</i></p> <p>Acting Division Director: Karen McGovern Credential Holder Signature</p>
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1560 Broadway, Suite 1350, Denver, CO 80202 P 303.894.7800 F 303.894.7693 dpo.colorado.gov



REPORT ON THE FIRM'S SYSTEM OF QUALITY CONTROL

December 15, 2023

To the Shareholders of Hoelting & Company, Inc.
and the Peer Review Committee of the Colorado Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Hoelting & Company, Inc. (the firm) in effect for the year ended May 31, 2023. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under Government Auditing Standards, including a compliance audit under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Hoelting & Company, Inc. in effect for the year ended May 31, 2023, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency(ies), or fail. Hoelting & Company, Inc. has received a peer review rating of pass.

Watson Coon Ryan, LLC

Watson Coon Ryan, LLC

Other Governmental Audit and Accounting Services Performed in Colorado

Listed below are governmental organizations to which we have provided auditing and accounting services to in recent years:

Special Districts

Aurora-Colorado Springs Joint Water Authority
Broadmoor Fire Protection District
Center of Colorado Water Conservancy District
Cheyenne Manor Nursing Home
Donala Water and Sanitation District
Fountain Valley Authority
Pinon Pines Metropolitan District
Rampart Regional Library District
Security Water and Sanitation Districts
Stratmoor Hills Sanitation District
Stratmoor Hills Water District

School Districts

Cripple Creek-Victor School District
Harrison School District 2
Falcon School District 49
Fremont School District RE-1
Manitou School District 14
Pueblo School District 60
Widefield School District 3
Woodland Park School District RE-2

Charter Schools

Atlas Preparatory School
Banning Lewis Ranch Academy
GOAL Academy Charter School
Mountain View Core Knowledge Academy
Northern Colorado Academy of Arts & Knowledge
Rocky Mountain Classical Academy
Roosevelt Charter Academy
Thomas MacLaren School

Resume of **THOMAS G. SISTARE, CPA, Audit Partner**

Experience and Responsibilities:

12/00 - Present
Hoelting & Company, Inc.

- In charge of financial audits, reviews, and compilations of various entities (school districts, charter schools, other local governments, low-income housing projects).
- Auditing compliance with Federal and State statutory regulations (TABOR, Single Audit Act of 1996, etc.)
- Supervision of staff accountants; managing concurrent assignments; reviewing workpaper preparation.
- Preparation and review of complete GAAP financial statements including footnote disclosures.
- Assisting individuals, partnerships, and corporations in tax preparation.

Education:

University of Connecticut, Bachelor of Science in Business Administration, Accounting

Professional activities and certificates:

Treasurer, Life Network
Member, Colorado Society of Certified Public Accountants
Member, American Institute of Certified Public Accountants

Yellow Book Certified
Certified Public Accountant, Colorado

Resume of **JESSIE L. SEIBERT, CPA, Manager**

Experience

January 2008-Current—Hoelting & Company

Responsible performing audits of school districts, charter schools, local governments, non-for-profit entities, and low income housing projects. Also, responsible for various company write-ups, payroll and sales tax filing, individual and corporate tax returns, compilations and other miscellaneous duties.

May 2007-December 2007—National Driver Training Institute—Financial Administrator

Responsible for financial transactions of the company. Transactions included payroll, accounts receivable and accounts payable. Assisted CEO in generating revenue and reducing expenses.

August 2006-May 2007—Ranch Steak House—Financial Administrator

Responsible for financial transactions of the company. Transactions included managing accounts payables and receivables. Generated payroll checks for all employees. Assisted General Manager in reducing operating expenses and hiring new employees.

August 2004-July 2005—Capital Banc Mortgage—Loan Officer

Responsible for financial consulting and debt consolidation of new and existing clients. Refinanced home mortgage loans while consolidating credit card debt. Shopped market for competitive interest rates. Obtained credit history reports and Notarized documents.

Education

University of Colorado Colorado Springs, CO
Bachelor of Science Economics major and Accounting minor

Certifications

Yellow Book Certified
Certified Public Accountant, Colorado

PRICING

**Roxborough Village Metropolitan District
All Inclusive Fixed-Fee Schedule**

Time and cost to perform audit

Total All-Inclusive Maximum Price:

Fiscal year	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>
Hours	54	50	50	50	50
Fee	\$ 7,950	\$ 7,500	\$ 7,900	\$ 8,300	\$ 8,700

Rates of Staff and Anticipated Hours - FY 2023:

	<u>Hours</u>	<u>Standard Hourly Rates</u>	<u>Extended Cost Total</u>
Shareholder/Partner	5	\$ 350	\$ 1,750
Managers	10	180	1,800
Seniors	12	150	1,800
Staff Accountants	23	100	2,300
Clerical	<u>4</u>	75	<u>300</u>
Total	<u><u>54</u></u>		<u><u>\$ 7,950</u></u>

The all inclusive maximum price is based on the anticipated assistance from district personnel as outlined in the "Transition Process" section of this proposal and no changes in the scope of the engagement (i.e. significant new GASB pronouncements, new bond/lease issuance, or scope limitations). For such additional services, the above standard hourly rates would be charged based on the level of responsibility. Short phone calls and emails for general questions on accounting and auditing matters will not incur additional charges, unless additional research is required.



303-471-1522
naturesworkforce.com

To: Roxborough Village Metro	Contact: Peggy Ripko
Address: Littleton, CO	Phone:
	Fax:
Project Name: Arrowhead Shores- Roxborough	Bid Number:
Project Location: Roxborough Metro District, Littleton, CO	Bid Date: 1/5/2024
Addendum #: 2024	

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Summer Weekly Services: Mow, Trim, Blow, Bed Weeding, Trash Pick Up, Edging 13 Times, Spray Tree Rings 3 Times	26.00	EACH	\$1,151.37	\$29,935.62
Pruning Shrubs And Trees: Shrub Pruning 1x Tree Pruning Up To 12' 1x	2.00	EACH	\$2,724.44	\$5,448.88
Spring Clean Up: Cut Ornamental Grasses Back, Remove Pine Needles, And Blow Debris Out Of Beds	1.00	EACH	\$2,317.97	\$2,317.97
Fall Clean Up: Leaf Removal From All Landscape Areas, Cut Back Herbaceous Perennials	1.00	EACH	\$3,434.03	\$3,434.03
Aeration Of All Turf Areas:	2.00	EACH	\$984.97	\$1,969.94
Turf Fertilization And Broadleaf Herbicide: Season Long 1 Application Of Season Long Fertilizer With Pre-emergent 3 Applications Of Post Emergent Broadleaf Weed Control	3.00	EACH	\$859.55	\$2,578.65
Irrigation Checks: Weekly Irrigation Checks	24.00	EACH	\$317.96	\$7,631.04
Irrigation System Spring Start Up:	1.00	EACH	\$545.06	\$545.06
Irrigation System Winterization:	1.00	EACH	\$779.60	\$779.60
Native Grass Field Mowing: (Per Occurrence) Includes String Trimming Around Obstacles Such As Trees, Include String Trimming Of Fence Lines, Includes Spraying Herbicide Along Fence Lines And Around Posts	1.00	EACH	\$592.12	\$592.12
Native Grass Beauty Band Mowing: (6 Occurrences) Mow A 3'-6' Wide Band Along Sidewalks, Turf Areas, And Fence Lines That Are Adjacent To Native Grass Fields.	6.00	EACH	\$249.04	\$1,494.24
Winter Trash Removal: Police Property For Trash Change Out Trash Bags In Dog Stations And Trash Receptacles Excludes Pick Up Of Hazardous Materials Or Dead Animals	26.00	EACH	\$238.89	\$6,211.14

Total Bid Price: \$62,938.29

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.



303-471-1522
naturesworkforce.com

To: Roxborough Village Metro Address: Littleton, CO	Contact: Peggy Ripko Phone: Fax:
Project Name: Arrowhead Shores- Roxborough Project Location: Roxborough Metro District, Littleton, CO Addendum #: 2024	Bid Number: Bid Date: 1/5/2024

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Nature's Workforce</p> <p>Authorized Signature: _____</p> <p>Estimator: Daniel Levine (303) 396-9851 Daniell@cdi-services.com</p>
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From: [Bailey Tree](#)
To: [Travis Hunsaker](#)
Cc: [Peggy Ripko](#)
Subject: Re: Roxborough Village - Tree Replacement
Date: Thursday, February 1, 2024 8:55:34 AM
Attachments: [Job_RoxboroughMetropolitan_District_20240201-1_Project-Proposal.pdf](#)
[Job_RoxboroughMetropolitan_District_20240201_Project-Proposal.pdf](#)

Hello,

We are figuring on planting in late March/early April, I will be closer to an actual date as we get closer and can work with the weather at that time.

We want to discuss the large amount of time that has elapsed since this warranty was originally offered.

Pricing and costs have increased so much over the past 5 years that the value of the work today no longer matches the value of the work 5 years ago. It is becoming hard to justify an even trade of labor for work done 5 years ago.

Tree pricing has changed since when these trees were originally planted, and we are warranting trees from almost 5 years ago with labor costs having significantly increased since 2018.

The trees at that time were \$354.00 a piece at cost. We are warranting 6 of them so we will be replacing \$2124.00 worth of trees.

The cost of planting the trees, per tree, in 2018 was \$999.50, or 2.82 times the cost of the tree.

(Option A) We can reimburse the district \$ 5,989.68 and be done handling this if that is easier.

Another route to make sure the district gets the 6 trees they want is to add a surcharge to cover the economic inflation we have experienced over the past 5 years.

Previously we were at 2.82 times the cost of the tree, currently we are at 3.15 times the cost of a tree.

(Option B) we can submit a new proposal and deduct the \$5,989.68 we essentially owe the district from the new cost and call that even. *Bigtooth Maple is \$380, Linden is \$375, and Box Elder Maple is \$375 so 2 Bigtooth Maples, 3 lindens, and 1 Box elder will be \$2260. That times 3.15 is \$7119. That minus \$5,989.68 is \$1129.32, which is what the district's cost will be to plant these 6 trees.*

Please bear in mind, site prep still needs to be done, which is the stump grinding as previously proposed, that cost is going to be \$850. Current proposals for both the stump grinding site prep and the tree planting are attached for the board's approval.

Please let me know how the District would like to proceed.



Bailey Tree LLC

13165 W. Yale PL.
Lakewood, Co 80228
720-940-6519
baileytreetrimming@gmail.com

PROPOSAL

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Please Email us to
accept and schedule
work

- Licensed with the Colorado Department of Agriculture for Pesticide Application
- Tree Services Licensed with all Cities in the Denver Metro Area
- Fully Insured with \$4m Liability & Workers Compensation Insurance

Roxborough Metropolitan District 20240201-1

Estimator: Steven Bailey

Thursday, February 1, 2024

Roxborough Metropolitan District
7197 Red Mesa Ct
Littleton, CO 80125

Worksite:

Address: 7197 Red Mesa Ct
Littleton, CO 80125

Contact:

Requested Services

Task #	Tree/Shrub(Location)	Service Description	Quantity	Cost
1	Tree(s)	Removal Cut the tree down to as low of a stump as is reasonable. Haul away all wood and debris. Clean up work areas. Ash Tree at Chatfield Farms Park(8563 Liverpool Cir 80125), Tree is about half dead, growing out of ground level rock planter box in the concrete pathway. 2 Smaller dead trees at Marmot Ridge. (9703 Marmot Ridge Cir 80125)	2	\$500.00
2	Stump(s)	Stump Grinding Grind the stump down 6 to 8 inches below grade. Stump grindings are put back in the hole and may leave a small mound, excess grindings are hauled away and disposed of. 2 Stumps at Chatfield Farms Park(8563 Liverpool Cir 80125) 2 Stumps at Marmot Ridge. (9703 Marmot Ridge Cir 80125)	4	\$350.00

****Bailey Tree will not be held responsible for damage done to any sprinkler or small electric lines within the vicinity of the stump.***

Requested Services Total:

\$850.00



ISA Certified Arborists

Robert Bailey RM-0603A
George Biedenstein RM-0756B BCMA
Heather Vigil RM-7238A

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Page 1 of 3

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13165 W. Yale PL.
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PROPOSAL

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- Tree Services Licensed with all Cities in the Denver Metro Area
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Roxborough Metropolitan District 20240201

Thursday, February 1, 2024

Estimator: Steven Bailey

Roxborough Metropolitan District
7197 Red Mesa Ct
Littleton, CO 80125

Worksite:

Address: 7197 Red Mesa Ct
Littleton, CO 80125

Contact:

Requested Services

Task #	Tree/Shrub(Location)	Service Description	Quantity	Cost
1	Tree(s)	<p>Tree Planting</p> <p>Our process of tree planting involves some small heavy machinery and the following: Quality 2 inch balled and burlaped trees, selected by an ISA certified arborist, and purchased from a reputable nursery Holes dug, trees planted, and excess dirt hauled away. Trees are staked and 1-2 foot mulch rings are laid down. Please be sure to water the trees regularly. The following trees are to be planted in the locations indicated. Please have a representative for the district clearly mark the exact locations they would like the trees planted.</p> <p>1) At Chatfield Farms Playground:(8563 Liverpool Cir 80125) 1 Bigtooth Maple and 1 Linden</p> <p>2) At Marmot Ridge Marmot Playground:(9703 Marmot Ridge Cir 80125) 1 Box Elder Maple, 1 Bigtooth Maple, and 2 Lindens</p>	6	\$1,179.00
Requested Services Total:				\$1,179.00



ISA Certified Arborists

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We accept Cash, Check, or Credit Card

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Page 1 of 2



**Roxborough Village Metropolitan District
District Management Report
January 12 – February 14, 2024**

**** Please see the Action Item list for the full update regarding SDMS actions.**

Homeowner Website Communication

1. January 29th- A real estate agent reached out for minutes for an upcoming closing. We referred her to the website.
2. February 6th- A homeowner reached out with concerns regarding snow removal. This was referred to CDI.
3. February 6th- A homeowner noticed dog bags were out; this was also referred to CDI.
4. February 7th- A community manager requested the dates for the 2024 meetings. These were provided as well as updated on the website.
5. February 13th- A homeowner reached out regarding a street light that is out; I asked for the identifying numbers on it so we can submit for repair.

Contractor/Consultant Communication Overview

1. **CDI**
We have been working with them regarding the HOA landscape and snow numbers, as well as the information regarding areas of irrigation that is working. We have also been working with them regarding the 20-hours/week documentation for irrigation.
2. **Legal**
Legal has been working on agreements as needed.
3. **Tree Care**
We have info from Bailey Trees regarding the trees that the District is owed; that will be reviewed at the meeting.
4. **Ark Ecological Services**
2024 Agreement is included in the packet.
5. **Farnsworth**
The survey agreement has been finalized and the survey in process.
6. **Community Park Bathrooms**
All should be done this week.
7. **Chatfield Farms Planter**
The only thing needed is the confirmation of the top caps.

Park/Facility Permits:

No new requests.

CORA Requests

A request was received on January 25th from Angela Christensen with the Roxborough Village First HOA requesting the license agreement. The document was confirmed with legal counsel and provided the same day.

Status	Assigned to	Task	Due Date	Priority	Completed Date	Notes
Cancelled	SDMS	Signage	2/29/24	Medium		Need additional guidance from the Board and discussion with Legal Counsel. the 183 days has elapsed. On June agenda. On August agenda. This is the responsibility of the Sign Committee.
Dependent	Farnsworth	Set-up as-built process to identify replaced faulty equipment to better identify weak spots in the irrigation system and models of equipment that are prone to failure	2/29/24	Low		Ideally build into GIS
Dependent	Ireland Stapleton	Execute 16B monument easement assignment	12/31/2023	Low		Easement assignment document sent to HOA 10/13/23
Dependent	Ireland Stapleton	Sign replacements	2/29/24	High		Postponed from 1/25/2023 meeting. On hold pending Board action.
Dependent	Ireland Stapleton	Draft agreements with 16B HOA for tracts C and E	2/29/24	Low		Waiting on formula for how HOAs pay for work
Dependent	SDMS	Wildfire mitigation grants	1/31/2024	High		9/20 Watched the webinar for grant applicants. Followed up with Douglas County official and was told that applications are no longer being accepted for 2023 due to the high demand and limited funding. Waitlist will be created for 2024. 1/12/2024 emailed ARPWildfire@douglas.co.us for more information on the grants for 2024. 1/25/2024 Spoke with Dylan Williams. We have been added to the list to receive information. Applications will go live late April/early May. Received information regarding what we will need including: work we've done in the past. Are we firewise? Have we done any mitigation work in past 10 years? What is the plan going forward? Do we have the Colorado State Forest standards for home mitigations? Was told we would have a leg up on the grant application as we are a target area that they are wanting to help.
Dependent	SDMS	Sign for greenhouse- brought to you by RVMD	2/29/24	Low		Sign committee to cover this
Dependent	SDMS	Website ADA compliance	7/1/2024	Medium		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. Requested proposal. Travis has options; will be forwarding to OP for selection. 10/5 - Found several options. Spoke with maintenance tech and they said we need a specific lock. Even if it is not a road/trail that emergency response will go on, it is still required for emergency purposes. TH. Received quote from CDI, need to confirm its the correct bollard. Will request new quote if not. Delayed until new playground is installed.
Dependent	SDMS	Get a new bollard and locks for the path leading down the hill in Community Park	7/1/2024	Low		
In Progress	CDI	CDI to complete weed priority; including medians and Arrowhead Shores	8/25/2023	High		E-mailed CDI on 6/21. Continue following up. Followed up; extended. Followed up on 8/28. Discussed during meeting on 9/19. Per e-mail from Dale on 11/16, this is an ongoing task. Leaving task open for pulling weed grasses.
In Progress	CDI	Provide scope reduction amount for unmown native areas	8/25/2023	Low		I think this was done but confirming. Extended. Per Dale, this was done. Asked him to re-send. Followed up on 8/28. Followed up on 11/14; he replied on the 16th. Requested copy of the form on 11/27. Confirmed it is not correct and e-mailed back on 11/29.
In Progress	CDI	Irrigation- list of what is working, what is not, and what the district should fix	1/12/2024	Low		Peggy will work with Dale to get additional details. Confirmed all is on as of 7/24; requested list of repairs. Repairs occurring as needed. Followed up on 8/28. Discussed drip irrigation; want to make sure that the drip going to the trees and monument; that has been abandoned. it is now all rotors. 11/2 Park off Liverpool Circle, all but one tree as drip ran to it. (Tom met Ephram onsite about this) Median by Shell gas station on Rampart Rd broken line by electrical hole. When we winterize system end of this week beginning of next week, we will markup a map of all areas drip, native, and turf that is not working.
In Progress	CDI	Replace green irrigation covers with purple	1/31/2024	Low		Get GPS coordinates for each box. Purple covers are difficult to obtain due to supply issues Followed up on 8/8 to see status. Extended. CDI will be replacing as they can with the covers and GPS. Followed up on 8/28. Waiting for GIS. 11/2 Roughly 15- 20% of purple valve box lids have been replaced - TH
In Progress	CDI	Provide hours for irrigation work and missing invoice details	2/13/2024			Waiting on board approval
In Progress	Dir. Glass	PST- proposal option for stone cap on Chatfield Farms planter	1/29/2024			
In Progress	Dir. Glass	Inserts for new home buyers in the district	3/1/2024	Low		Currently waiting on SDA to assist

Status	Assigned to	Task	Due Date	Priority	Completed Date	Notes
In Progress	Farnsworth	Propose fix for second pump intake at Crystal Lake	7/31/23	Medium		Gave JC info at meeting on 9/20
In Progress	Farnsworth	Bridge replacement permitting at south creek crossing	4/1/24	High		Gave info to JC at meeting on 9/20. Get permit going ASAP.
In Progress	Farnsworth	Seek permits for bridge replacement at Rampart Way Open Area bridge	4/1/24	High		Get permit going ASAP.
In Progress	Farnsworth	Weathertrak	4/1/24	Medium		Gave JC info at meeting on 9/20; Per CDI; don't renew. Need info on whether Optiflow is worthwhile to implement.
In Progress	Farnsworth	GIS initiative to map the irrigation system and other RVMD assets (trash cans, etc.)	5/1/24	High		Information provided to Farnsworth on 6/8/2023. Waiting for additional information about next steps. Ephram and SDMS can give JC or crew information that is needed. Need device to get GPS in the field. JC to reach out to Ephram. Presentation was at October meeting; to be discussed at the 11/7 meeting. Proposal to be approved 11/15. GIS device approved on 1/17/2024.
In Progress	Gemsbok	Generate list of capital items for Chatfield Capital Contributions	1/31/2024	Low		List is created. Waiting on Gemsbok to discuss with auditor.
In Progress	Gemsbok	Add 2011-2020 invoices to dropbox for chatfield review	1/31/2024	Low		
In Progress	Ireland Stapleton	Reach out to DA regarding process for rule enforcement	9/20/2023			
In Progress	Ireland Stapleton	Airplane Park agreement	2/19/2024			Sent to vendor on 1/23; he mentioned a change in cost. Ephram reaching out. The price increased; e-mailed regarding approvals. Will be reviewed at February meeting. Finalized on 2/13.
In Progress	Ireland Stapleton	Determine next steps on records retention requirements	3/31/2024			E-mailed Dino on 8/25; he will let us know if we need to do anything.
In Progress	Ireland Stapleton	Go to county re: median maintenance and landscaping along the sides of roads that are on Douglas County property	9/30/2023	Medium		Sent reminder on 7/24.
In Progress	SDMS	Continue to try to get electric repaired on Rampart Range Rd	6/1/2023	High		Additional contractors contracted. Revisiting area and information with CORE electric. Working with FW. Changed to SDMS. Travis coordinating with boring company and McBride. 9/27 - Meeting scheduled with McBride Lighting to meet on 9/29 at 10am. Waiting to here if boring company can attend. 9/29 Met with boring and electrical company. Electrical company will be placing a work order for the area of the week of 10/9 to do more thorough check. Once they update, I will pass along the information - TH. 1/18/2024 Reached out to Core electric. Will follow up on 1/19. 1/22/2024 Emailed Mitch Anderson with McBride lighting to address next steps.
In Progress	SDMS	Grant/concept paper for Community Park Playground	7/31/2023	High		9/18 called and left message for Alison at Douglas County office. 9/19 Called and left message for Alison. Spoke with Jessica Towles with Sterling Ranch regarding the grant they got. She will be emailing me over some further information about the process, but did not have a contact name. 11/8 emailed contact at GoCo website. 11/21 Followed up with GoCo. 12/6 sent another email to GoCo. Added other individuals emails this time as well. 1/18/2024 Emailed Christopher Abby, the program officer for the Southern Front Range district which includes Douglas County. Also emailed Tilah Larson and Dan Zimmerer, Managers of Programs. Will follow up on 1/19/2024. 1/22/2024 Emailed Chris once more. I also called and left a message at 720.703.2343 2/5/2024 Left message at previous phone number again.
In Progress	SDMS	Get anchors for porta-potties	8/31/2023			We paid United Services for this, but there are no anchors installed. SDMS contacted them on 8/14; will provide updates as we have them. Travis contacted on 9/18; scheduled to be done the week of 9/18. 10/11 - As of last week the anchors were not installed. I will call again today - TH 12/27 - Called to schedule appointment for onsite visit to ensure anchors are in.
In Progress	SDMS	Once park paperwork finalized, draft HO communication-selected for Airplane Park playground, within our approved and planned budget for 2023, draft and have Operations Committee review	2/19/2024	High		Dependent on playground replacement finalization. Waiting on finalized agreement with increased prices.

Status	Assigned to	Task	Due Date	Priority	Completed Date	Notes
In Progress	SDMS	Confirm purchase of approved item for Airplane park. Work with legal regarding agreement, etc.	2/19/2024	High		Confirmed with contractor; waiting for paperwork. Followed up on 9/18, will be following up every other day. Neet to set up meeting; asked Travis to spearhead. Met with Thomas. Working on design plans for park. 12/14 Waiting on updated proposal without the EWF or weed barrier. Agreement in process.
In Progress	SDMS	Issue RFP for handyman	12/31/2023	Low		Sent out several inquiries for handymen in the area. Have received one back so far, waiting for others. 1/11/24 Have received a couple inquiries back. Multiple have said they are not interested in a larger account area. The companies were: Mr. Handyman, A Handy Man LLC, Professional Handyman Services, All Star Pros and Home Tech. Will be sending out more inquiries next week on 1/19. 1/22/2024 Reached out to the following companies: Ron's Handyman Services, Ace Handyman Services, Adams' Handyman Services, and Good Hands Handyman Services. 1/23/2024 Returned message for Adam's Handyman Service and responded to Ron's Handyman Services email. 2/5/2024 Followed up with multiple handymen again including Ace and Adam's. Left messages.
In Progress	SDMS	Set up new website	12/31/2023	Low		
In Progress	SDMS	Mission Communications	2/29/2024	Medium		Gave JC info at meeting on 9/20; Ephram has info from Browns Hill; to be discussed in January with board. Board agreed to renew starting in April.
In Progress	SDMS	Renewal for Foothills agreement	2/19/2024			Double check the maximum amount in the agreement - it should match the budget. Sent to Dino on 1/25 for agreement.
In Progress	SDMS	Confirm tablet with Farnsworth	1/26/2024			E-mailed on 1/25; waiting for confirmation. He is out until 1/30.
In Progress	SDMS	Newsletter- get ideas together; get approval from Board and send out. Include info re: new rules.	2/29/2024			This should be done after the website is ready and should include a QR code
In Progress	SDMS	Reservations for tennis/ cost for non-district residents, rules	2/29/24	Medium		Working to confirm that SIPA offers this with no monthly fee attached. Also need more direction from the Board about costs and process. Rsreaching with SIPA. Not possible through SIPA but we can get an add-on. Diana is researching.
In Progress	SDMS	Agreements and Easements on Website	2/29/24	Medium		SDMS gathering documents and remediating files as time permits in preparation for new District Website. Requested the compilation on 1/18/24.
In Progress	SDMS	Board access to edit SIPA website	2/29/24	Low		Requested the research on 1/18/2024.
In Progress	SDMS	ask Douglas County to ensure they are mowing the east edge of Rampart Range Rd between the north and south intersections with Village Circles East and West	6/30/2024	Low		Asked Travis to work on it on 8/28. Spoke with Douglas County, and they are not responsible for those areas. That land is owned by an individual and Douglas will not mow there. Originally spoke with Douglas County and they said they were not responsible. Upon further information received, that was inaccurate. 10/4: Called Douglas County and left message for follow up on previous conversation. Will call again week of 10/9 when I am back in the office - TH. 10/26 Spoke with Douglas County. A service request has been entered to mow the area in questions. - TH; Board to check in June if mowed
In Progress	SDMS	Find out if we can use ballot box at library	1/30/2025	Low		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. Travis called on 9/18; the ballot box they have goes through Douglas county. He is checking with them. Seemed to be a possibility, but we won't know until January 2025.
In Progress	SDMS	Follow-up with Diversified Underground on problems with their invoices		Low		Requested additional detail for addresses that appear to be outside of the district on May 2nd. Awaiting response. The invoices have been retracted. Next step is to remove from bill.com.
In Progress	SDMS	Fix the tennis court and dugout gates	2/29/2024	Low		1/17/2024 Sent out email to multiple places for fence repair. Received one back from Mr. Handyman stating it would be Commercial Rates are 1-2 hour min, cost would be between \$240-\$360 for repair. Some places contacted said they do not repair existing fences, they only install new ones. Waiting for more quotes. 2/2/2024: CDI secured the doors back. Locking hardware will be installed next week.
In Progress	SDMS	Replace broken zip ties on tennis court wind screens	2/29/2024	Low		CDI to complete
Open	CDI	Need Snow removal percentages for each HOA	4/1/2024	Low		

Status	Assigned to	Task	Due Date	Priority	Completed Date	Notes
Open	Dir. Prysby	Check plat to see if we are 'assigned' to maintain the medians	8/31/2023	Low		Followed up on 8/28
Open	Ireland Stapleton	Kelley to ask for survey of irrigation mainline from north side of Waterton	10/18/2023			
Open	PST	Replace Chatfield Farms planter masonry	12/31/2023			Waiting on quote for use of Siloam stone
Open	PST	Complete all Community Park bathroom repairs	12/31/2023			
Open	SavATree	Complete stump removals	12/31/2023			12/18: SavATree missed a bunch of stumps
Open	SDMS	Submit grant application for turf replacement	12/31/2023			CDI sent proposal details and board approved moving forward 12/5. 1/9/2024 Met with turf replacement representative with additional questions and clarifications. 1/11/2024 Received additional information to fill out from the turf replacement contact. Paperwork will be completed by 1/25. 1/22/2024 Reached out to Peggy for assistance with paperwork
Open	SDMS	Resolve conflict on electrician invoices	12/31/2023	Low		Board thinks the district was overbilled for recent electrical work on Rampart
Open	SDMS	Set up pre-submittal meeting with Douglas County Development Review regarding Executive Homes detention pond	1/15/2024			
Open	SDMS	Schedule spring de-winterization, gauge replacement, pressure tank removal and bypass, and spare sewage pump install and removal of failed pump with Good Plumbing	1/31/2024	Low		
Open	SDMS	Correct insurance coverages	1/31/2024	Low		Information sent to the pool on 1/24; waiting for confirmation.
Open	SDMS	Get Bailey to plant the trees they owe the district	2/1/2024	Medium		On hold due to contract/agreement issues. Need to coordinate with Save-A-Tree to prepare site for new trees and coordinate with Save-A-Tree. On June agenda for discussion. Can't happen until spring; e-mailed Committee. Travis e-mailed Bailey for update on 1/8/2024. 1/22/2024 Sent another email to follow up on next steps. 2/1/2024 Received communication from Bailey Tree that they will be looking to install in March/April. Mentioned a couple options due to pricing costs increasing. Peggy will take to board
Open	SDMS	Contact Douglas County about proposed traffic circle at Campfire St.	4/1/2024	Low		Check on status of researching this. Douglas County engineering was to keep momentum behind this effort
Open	SDMS	Contact Douglas County about proposed pedestrian connection to Waterton Canyon	3/1/2024	Low		Lora Thomas was interested in setting up a kickoff meeting early in the year. Initial meeting set for 1/31/24.
Open	SDMS	Renew SDA Membership for 2024	3/1/2024	Low		
Open	SDMS	Coordinate using CDI resources to help Ark Ecological and create agreement	2/29/2024	Low		
Open	SDMS	Renew Game-Set-Match tennis court cleaning contract and/or get bids from others	3/31/2024	Low		
Open	SDMS	Get new bathroom cleaning service contract	3/31/2024	Low		Travis will start reaching out to vendors for quotes.
Open	SMDS	Obtain proposals to fix tennis court and dugout gates	1/31/2024	Low		1/17/2024 Sent out email to multiple places for fence repair. Received one back from Mr. Handyman stating it would be Commercial Rates are 1-2 hour min, cost would be between \$240-\$360 for repair. Some places contacted said they do not repair existing fences, they only install new ones. Waiting for more quotes. 2/2/2024: CDI secured the doors back. Locking hardware will be installed next week.
Open	CDI	Send proposal to fix erosion behind 7634 Rampart Way	2/21/2024	Low		Ephram requested proposal Feb 6th
Recently Completed	SDMS	Proposals for replacement of lock system for the doors	2/28/2024		2/9/2024	PST did it for free.
Recently Completed	SDMS	Execution of landscape agreement	1/26/2024	High	1/26/2024	Uploaded on 1/24; waiting for Marks signature.
Recently Completed	CDI	Proposal for estimates for mowing/snow for Chatfield Farms matter.	7/19/2023	Low	2/1/2024	Followed up on 8/28. Per Date on 11/16, the final touches are going on. Received, but not correct.
Recently Completed	Farnsworth	Provide input on what to do with new water meter CDI is holding for the district	1/17/2024	Low	1/16/2024	J.C. recommended storing the flow meter in the pump enclosure under a tarp.

Status	Assigned to	Task	Due Date	Priority	Completed Date	Notes
Recently Completed	Ireland Stapleton	Agreement for marketplace irrigation	2/5/2024		2/11/2024	
Recently Completed	Ireland Stapleton	Agreement for community park survey	1/29/2024		1/30/2024	Requested on 1/16. Followed up on 1/23. Dino sent agreement for review on 1/23. Finalized and uploaded for review on 1/24.
Recently Completed	Ireland Stapleton	Agreement for softball field repairs	2/2/2024		2/5/2024	Requested on 1/25.
Recently Completed	SDMS	Get updated info from PST per Ephram's e-mail on 7/11	8/4/2023	Low		E-mailed Mark on 7/11. Still waiting on proposals for rubberized coatings for playground eq., benches, picnic tables.
Recently Completed	SDMS	CDI- trimming of trees and bushes next to paths	9/1/2023		1/31/2024	E-mailed them on 8/28. E-mailed Board to get their feedback; either got no response or everything was ok.
Recently Completed	SDMS	Reach out to Kahn Construction to get reimbursed for damage	12/31/2023	Low	1/17/2024	They refused to pay; closed per Board direction on 1/17/2024.
Recently Completed	SDMS	Ark agreement to Dino	1/19/2024		1/30/2024	E-mailed to him on 1/30.
Recently Completed	SDMS	Rules & regs- get executed	1/19/2024		2/12/24	
Recently Completed	SDMS	Put handyman RFP on SDA and Facebook	1/19/2024		1/25/2024	Was put on Facebook in December; put again on 1/25. Sent to SDA on 1/25.
Recently Completed	SDMS	Softball remediation info to Dino	1/19/2024		1/25/2024	Sent on 1/25.
Recently Completed	SDMS	Execute minutes- 10/3, 10/18, 11/15, 11/7, 12/5	1/19/2024		1/19/2024	
Recently Completed	SDMS	Follow up regarding tree complaint from homeowner	1/26/2024		1/19/2024	Responded to homeowner.
Recently Completed	SDMS	CDI- ask for accurate individual landscape proposals	1/29/2024		2/1/2024	HOA names were possibly swapped and dollar figures are quite high. Requested on 1/25.
Recently Completed	SDMS	Follow up with Douglas County on Waterton Rd safety	1/31/2024	High	1/25/2024	Per Ephram, in progress.
Recently Completed	SDMS	See if we can have the website do a pop-up with new visitors	2/28/2024		2/12/2024	Requested on 1/18/2024. Not possible through SIPA but we can get an add-on. Diana is researching. Pop-up not possible.
Recently Completed	SDMS	Get full list from Foothills showing residents receiving discounts	3/31/2024	Low	1/19/2024	Requested on 11/6/2023. Requested again on 1/18/2024.

Date	Start Time	Stop Time	x Tech	Hours	Total Hours	
4/10/2023	7:00 AM	5:10 PM	2	10:10	20:20	2023 Spring Start-Up
4/11/2023	8:00 AM	5:30 PM	2	9:30	19:00	
4/12/2023	6:30 AM	5:30 PM	1	11:00	11:00	
4/13/2023	7:00 AM	12:00 PM	2	5:00	10:00	23' Spring Start-Up Completed = 60:20hrs
4/17/2023	6:30 AM	5:30 PM	3	11:00	33:00	
4/18/2023	6:30 AM	5:30 PM	2	11:00	22:00	
4/21/2023	7:00 AM	4:30 PM	2	9:30	19:00	
4/27/2023	7:05 AM	2:30 PM	2	7:25	14:50	April Checktime = 88:50hrs
5/12/2023	7:45 AM	3:45 PM	2	8:00	16:00	
5/15/2023	6:15 AM	3:50 PM	1	9:35	9:35	
5/19/2023	6:20 AM	3:45 PM	2	9:25	18:50	
5/22/2023	6:00 AM	1:00 PM	2	7:00	14:00	
5/26/2023	6:00 AM	4:30 PM	2	10:30	21:00	
5/30/2023	1:00 PM	6:30 PM	2	5:30	11:00	May Checktime = 90:25Hrs
6/2/2023	6:00 AM	5:30 PM	1	11:30	11:30	
6/6/2023	6:30 AM	4:45 PM	1	10:15	10:15	
6/9/2023	6:30 AM	12:30 PM	1	6:00	6:00	
6/12/2023	6:00 AM	4:15 PM	1	10:15	10:15	
6/14/2023	7:00 AM	4:00 PM	1	9:00	9:00	
6/16/2023	6:45 AM	1:30 PM	1	6:45	6:45	
6/20/2023	6:30 AM	5:30 PM	1	11:00	11:00	
6/23/2023	6:00 AM	2:30 PM	1	8:30	8:30	
6/26/2023	6:45 AM	3:20 PM	1	8:35	8:35	
6/28/2023	6:30 AM	3:00 PM	1	8:30	13:00	
6/30/2023	6:00 AM	10:00 AM	2	4:00	8:00	June Checktime = 102:50hrs
7/3/2023	7:30 AM	1:30 PM	2	6:00	12:00	
7/6/2023	11:30 AM	6:30 PM	1	7:00	7:00	
7/11/2023	7:30 AM	3:10 PM	1	7:40	7:40	
7/14/2023	6:50 AM	7:00 PM	1	12:10	12:10	
7/17/2023	6:30 AM	12:30 PM	1	6:00	6:00	
7/18/2023	6:00 AM	1:15 PM	1	7:15	7:15	
7/21/2023	12:30 PM	4:20 PM	2	3:50	7:40	
7/25/2023	6:00 AM	10:00 AM	2	4:00	8:00	
7/28/2023	6:35 AM	5:10 PM	1	10:35	10:35	
7/31/2023	10:30 AM	6:45 PM	1	8:15	8:15	July Checktime = 86:35hrs
8/1/2023	6:00 AM	1:40 PM	1	7:40	7:40	
8/7/2023	1:00 PM	7:05 PM	1	6:05	6:05	
8/8/2023	6:00 AM	4:45 PM	1	10:45	10:45	
8/11/2023	6:20 AM	12:30 PM	1	6:10	6:10	
8/14/2023	6:00 AM	4:35 PM	1	10:35	10:35	
8/15/2023	6:30 AM	5:10 PM	1	10:40	10:40	
8/16/2023	1:00 PM	7:10 PM	1	6:10	6:10	
8/22/2023	6:45 AM	4:30 PM	1	9:45	9:45	
8/25/2023	6:30 AM	4:05 PM	1	9:35	9:35	
8/29/2023	6:25 AM	12:40 PM	1	6:15	6:15	
8/30/2023	6:05 AM	1:30 PM	1	7:25	7:25	August Checktime = 91:05hrs
9/5/2023	6:30 AM	1:00 PM	1	6:30	6:30	
9/7/2023	7:00 AM	12:30 PM	1	5:30	5:30	
9/8/2023	7:10 AM	3:45 PM	2	8:35	17:10	
9/11/2023	7:00 AM	3:20 PM	1	8:20	8:20	
9/13/2023	12:45 PM	4:10 PM	2	3:25	6:50	
9/19/2023	7:00 AM	1:30 PM	2	6:30	13:00	
9/25/2023	7:30 AM	6:15 PM	2	10:45	21:30	
9/27/2023	6:45 AM	1:20 PM	1	6:35	6:35	
9/29/2023	7:00 AM	11:10 AM	1	4:10	4:10	September Checktime = 89:35hrs
10/4/2023	7:30 AM	5:15 PM	1	9:45	9:45	
10/5/2023	6:45 AM	6:00 PM	1	11:15	11:15	
10/10/2023	7:05 AM	5:35 PM	1	10:30	10:30	
10/11/2023	7:00 AM	12:15 PM	1	5:15	5:15	
10/20/2023	7:45 AM	3:10 PM	1	7:25	7:25	October Checktime = 44:10hrs
11/6/2023	11:00 AM	6:45 PM	2	7:45	15:30	Blow-Out
11/7/2023	7:00 AM	6:50 PM	2	11:50	23:40	Blow-Out
11/8/2023	9:30 AM	6:00 PM	2	8:30	17:00	Blow-Out
11/9/2023	7:00 AM	5:15 PM	2	10:15	20:30	Blow-Out
						23' Winterization Completed = 76:40hrs
						23' Season Start-up 60:20hrs
						23' Season Check Time 593:30hrs
						23' Season Winterization 76.40hrs

Open Space Management Proposal for 2024

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

Prepared
by

Raymond H. Sperger

Ark Ecological Services, LLC

Conserving and restoring native species and landscapes for future generations

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

January 26, 2024

Open Space Management Proposal for 2024 Weed and Native Plant Management Program for the Roxborough Village

Introduction

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

The following is a compilation of weed management, ecological restoration, and land management actions that will help to ensure ecologically sound stewardship of these diverse open lands. There is purpose and statement of need that will help the property owners to establish its priorities for open space management. Please consider these items for 2024 or in the future to help you meet the communities' goals. With the support of the community and board of directors, Ark Ecological Services can help you keep your native open spaces beautiful and healthy for future generations.

Weed and Native Plant Management Program

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

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

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

Weed and Native Plant Management Program Options and Costs for 2024

<i>Weed and Native Plant Management Program</i>		
Southern Open Space Areas* (52.4 land acres)	2 broadcast or 3 spot herbicide applications using the best available management practices for the selected weeds being sprayed. See image below.	\$17,500
Chatfield Farms Open Space Areas* (38.3 land acres)	2 broadcast or 3 spot herbicide applications using the best available management practices for the selected weeds being sprayed. See images below.	\$7,950
Southern Hogback Open Space Area* (63.7 land acres)	2 spot herbicide applications using the best available management practices for the selected weeds being sprayed. See image below.	\$7,500
Roxborough Village East Side Pond	3 spot herbicide applications using the best available management practices for the selected weeds being sprayed. (Added to scope in 2014)	\$2,000
Roadside Berm on N. Rampart Range Road	2 spot herbicide applications using the best available management practices for the selected weeds being sprayed. (Added to scope in 2015)	\$800
Total		\$35,750

Additional Areas - Management Started in 2024.

<i>Weed and Native Plant Management Program</i>		
Rampart Range Power Lines* (10.73 land acres)	2 broadcast or 3 spot herbicide applications using the best available management practices for the selected weeds being sprayed. See image below. Higher cost this year are due to the amount of weeds found in the area last year (2nd year managed) and 3-5 acres of disturbance.	\$5,500
Arrowhead Shores - Pulte* (2.03 acres)	2 broadcast or 3 spot herbicide applications using the best available management practices for the selected weeds being sprayed. See image below.	\$1,550
Total		\$7,050

*To the extent possible, native wildflower and shrub populations that are susceptible to broadleaf herbicides will not be sprayed.
Rampart Range Rd. Power Lines (10.73 land acres)
Arrowhead Shores (2.03 acres)

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

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

No weed control in 2024 has the following negative ramifications:

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

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

Ecological Restoration Projects

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

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

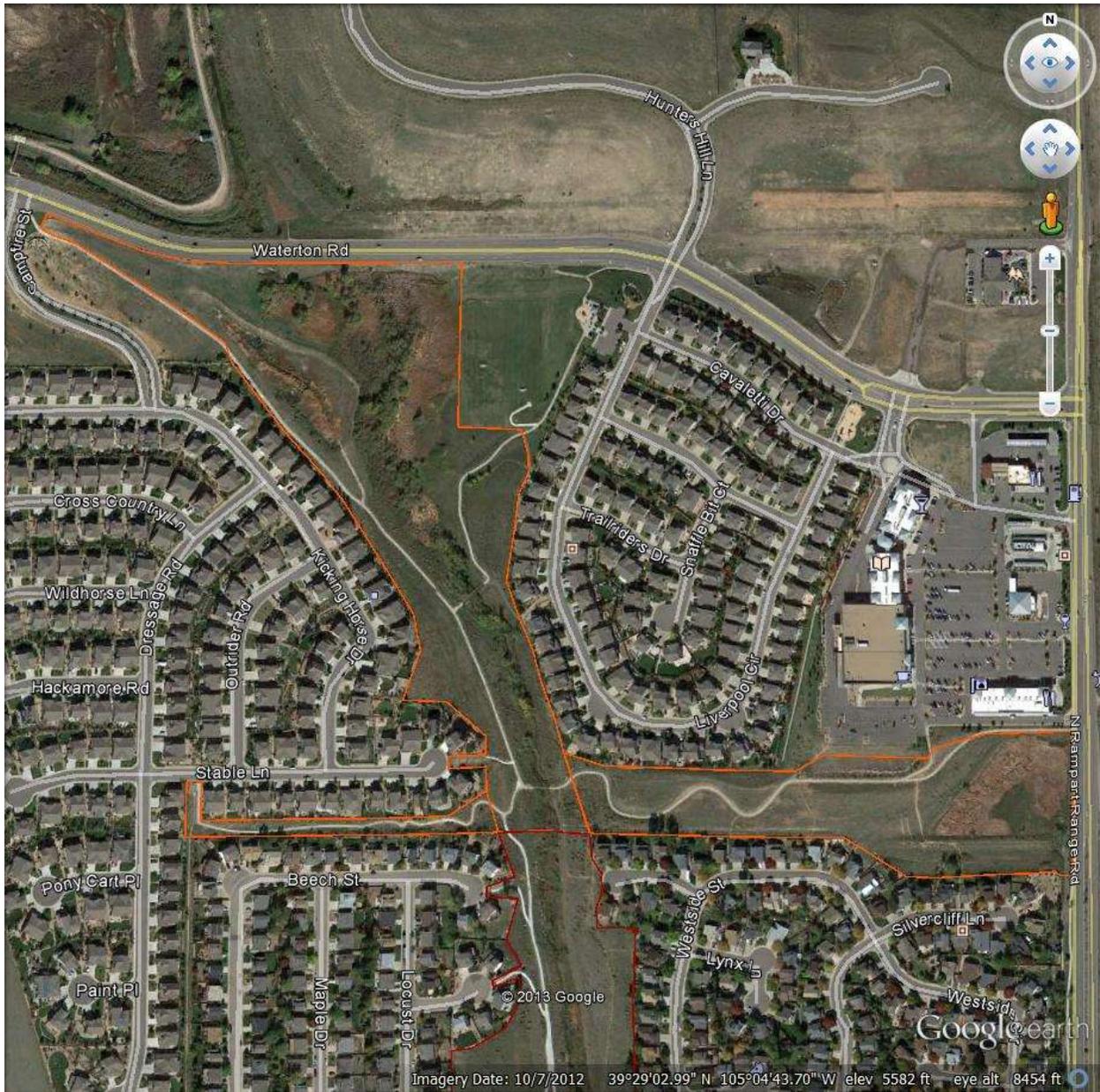
<i>Recommended Actions:</i>	<u>Cost</u>
<u>Restoration Projects</u> Assess the need to revegetate areas where weeds are controlled and bare ground is left.	No charge

Debris Clean-up Projects and Encroachment Notification

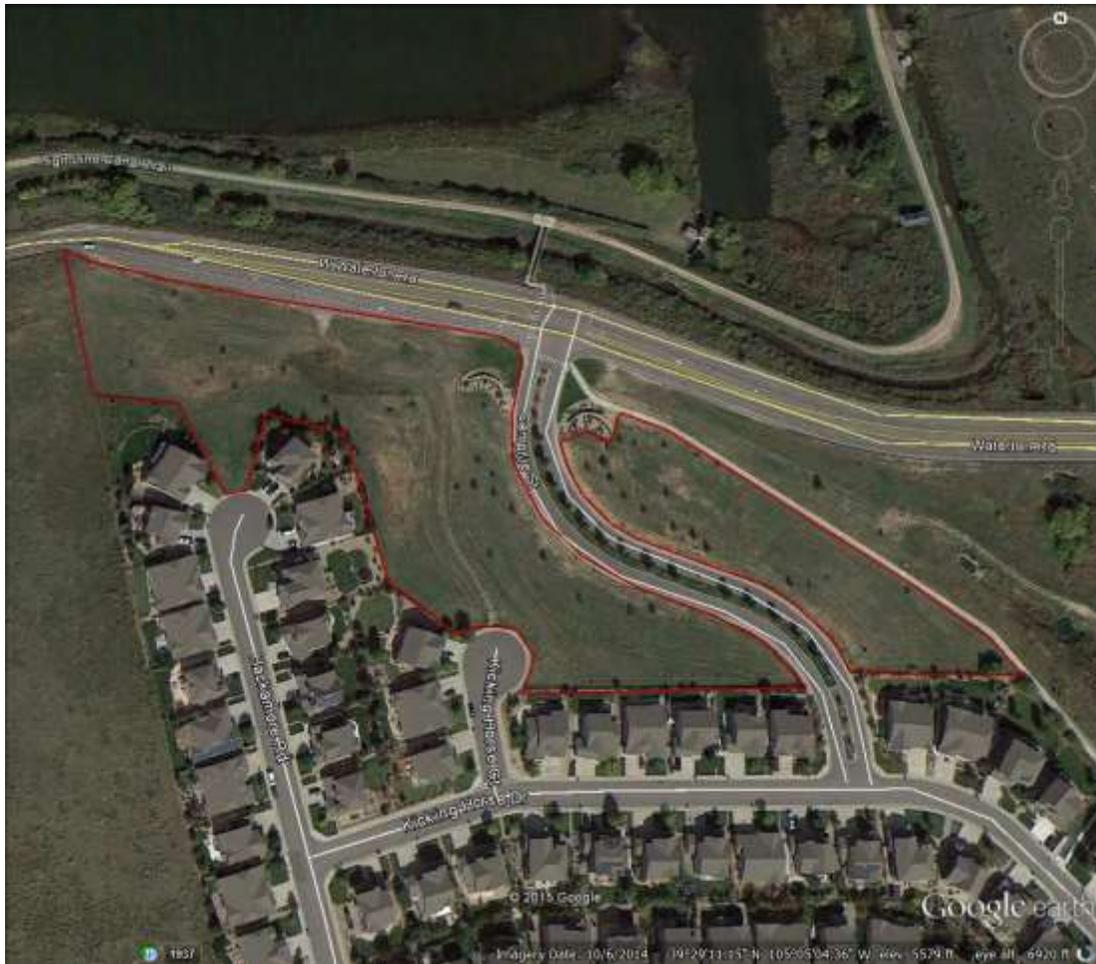
Purpose: To improve the aesthetics of the property and to keep people from dumping yard debris, construction debris, and other foreign items into the open space. To prepare the site, if needed, for proper restoration actions. To assist with the notification of other encroachments into the open space.

Statement of Need: There may be a few small areas in Roxborough Village that are in need of debris clean-up due to homeowners, contractors, or others dumping concrete, yard debris, and fencing material in the open space. There are likely more areas that need cleaned up. Notify the management company of homeowners who are violating various covenants in the open space including dumping, placing personal items like play equipment into the open space, unauthorized mowing of open space, or planting non-native ornamental plants in the open space.

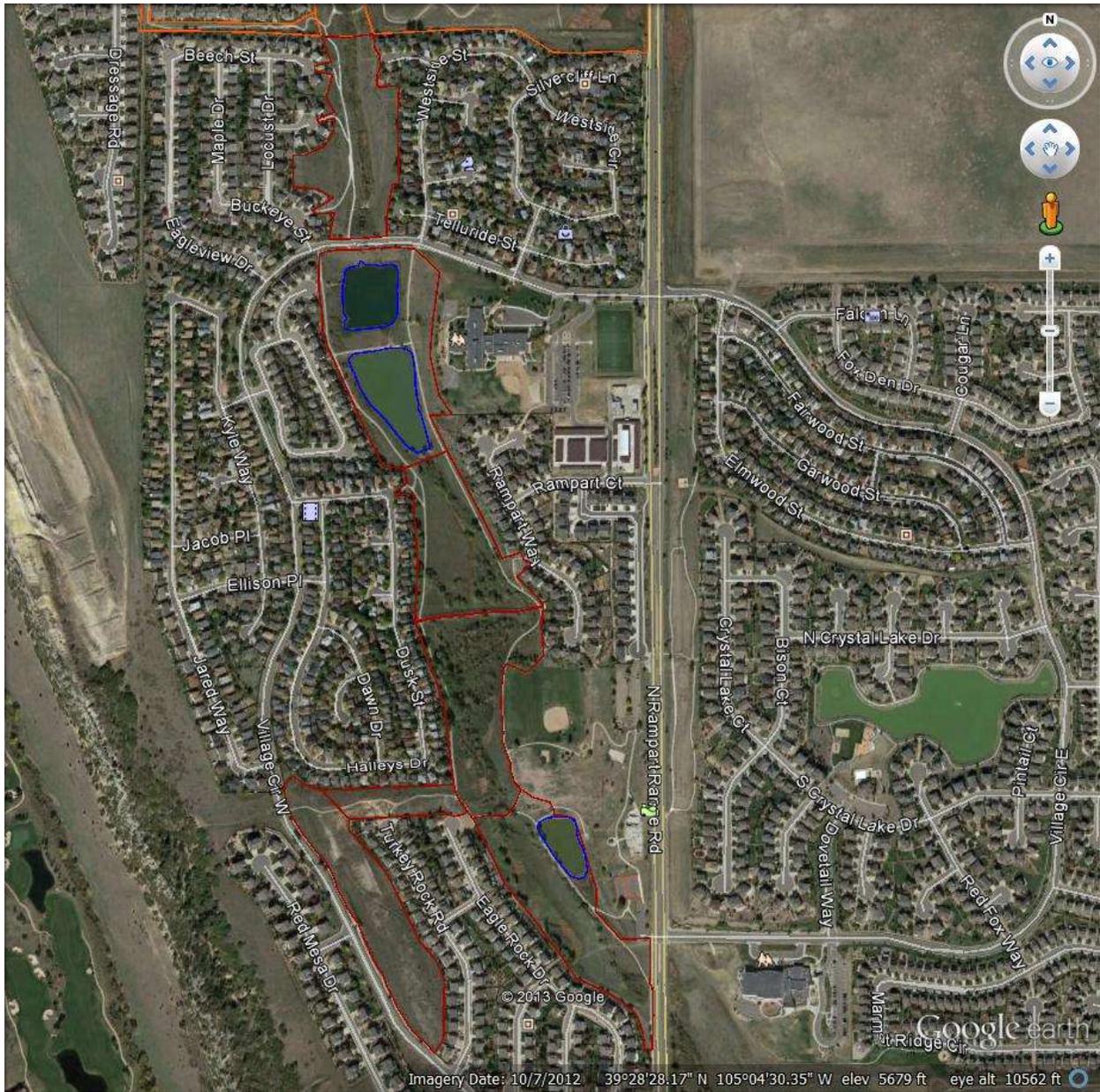
<i>Recommended Actions:</i>	<u>Cost</u>
<u>Clean-up Projects</u> One area behind homes in the Chatfield Farms open space and miscellaneous seeding in various open space areas.	Time and materials plus disposal fees



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



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



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

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

April	Conduct the first herbicide application with an emphasis on early season weeds like Poison Hemlock, Whitetop, Redstem Filaree, and trailside Kochia.
May	Begin second herbicide application with a focus on Diffuse Knapweed, Mullein, Musk Thistle, and Scotch Thistle in open areas.
June	Continue second herbicide application with a focus on Canada Thistle and other weeds in the willow and cottonwood riparian areas, as well as Mullein and Bindweed.
July- August	Complete second herbicide application with a focus on Canada Thistle, Mullein, and Bindweed.
October – November	Complete third herbicide application. Develop a list of potential restoration sites for future budget consideration.
December -Feb. 2024	Complete Open Space Management Proposal for 2024

This proposal is acknowledged and accepted by:

Date: _____

Signed: _____

Board President; Roxborough Village Metro District

Date: _____

Signed: _____

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

Addendum 1

Reasons to Manage and Restore Native Open Space

Because we want to:

Open Space -The Benefits are Endless

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

Because we need to:

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

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

It maintains property values.

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

Because we have to:

It is a part of the laws of the land.

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

Addendum 2

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

Resource Management Goal for the Open Spaces

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

Weed Control Mission Statement

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

Weed Management Goals

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

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("**Agreement**"), effective the [REDACTED] day of [REDACTED], 2024 ("**Effective Date**"), is entered into by and between Roxborough Village Metropolitan District, a political subdivision of the State of Colorado ("**District**"), and Ark Ecological Services, LLC, a Colorado Limited Liability Company ("**Contractor**"). The District and Contractor are referred to collectively as the "**Parties**" and individually as a "**Party**."

1. **Work To Be Performed.** Contractor agrees to furnish all labor, tools, equipment, supervision, supplies, and other items necessary to perform the work described in the *Open Space Management Proposal (Weed and Native Plant Management Program)* dated January 26, 2024 ("**Proposal**") attached as **Attachment A** ("**Work**"). All Work shall be performed in a professional manner by experienced personnel outfitted with the appropriate tools and equipment to complete the job safely and properly.

2. **Compensation and Payment.** In exchange for Contractor's satisfactory performance of the items set forth in the Weeds and Native Plant Management schedule on page 3 of the Proposal, the District agrees to pay, and Contractor agrees to accept as full compensation for performing those portions of the Work, an amount not to exceed Thirty-Five Thousand Seven Hundred and Fifty Dollars (\$35,750.00). Contractor will perform the Restoration Projects assessment on page 4 of the Proposal at no cost to the District. If requested by the District, Contractor will perform the following services:

- a. The Additional Areas on page 3 of the Proposal, not to exceed \$7,050; and/or,
- b. The clean-up services on page 5 of the Proposal on a time and materials basis, plus disposal fees.

Contractor will invoice the District periodically as phases of the Work are completed. The District pay all undisputed amounts invoiced within thirty (30) calendar days from the date the District receives an invoice. Any undisputed amount that the District does not pay by the date due shall accrue interest at 8% per annum compounded annually until paid in full.

3. **Term And Termination.** The term of this Agreement commences on the Effective Date and terminates upon Contractor's satisfactory completion of the Work or December 31, 2024, whichever occurs first ("**Term**"). The District may terminate this Agreement at any time upon ten (10) business days prior written notice of termination; notwithstanding the foregoing, the District may immediately terminate this Agreement and without prior notice or recourse to any judicial authority if Contractor:

- a) Breaches the terms of this Agreement;
- b) Becomes insolvent, is subject to a petition in bankruptcy filed by or against Contractor, or is placed under control of receiver, liquidator, or committee of creditors;
- c) Assigns or attempts to assign this Agreement without the District's prior written consent; or,

- d) Ceases to function as a going concern or abandons the Work.

If this Agreement is terminated, the District will pay Contractor for actual Work satisfactorily performed through the date of termination, as determined by the District in its sole discretion.

4. **Applicable Laws.** Contractor, and its agents and employees, shall at all times comply with all applicable federal, state, county, and municipal laws, ordinances, statutes, rules, and regulations (collectively “*Applicable Laws*”). Contractor shall procure and pay for all permits, licenses, and inspections required by any governmental authority for any part of the Work under this Agreement, and shall furnish any bonds, security, or deposits required by such governmental authority to permit performance of the Work.

5. **Insurance.** Contractor shall acquire and maintain in full force and effect during the Term of this Agreement the insurance coverage set forth below. All insurance shall be placed with insurance carriers licensed in Colorado with an A.M. Best and Company rating of no less than A- and/or Standard and Poor's Insurance Solvency Review rating of no less than A- or as otherwise accepted by the District. Each such policy shall include a provision that the insurer shall provide the District thirty (30) days written notice prior to cancellation or material modification of any policy of insurance obtained to comply with this Paragraph 5. Except for workers' compensation insurance, each policy shall include the District as an additional insured and shall state that it is primary and non-contributory from the District's insurance.

- a) Workers' Compensation Insurance in accordance with Applicable Laws;
- b) Commercial general liability insurance in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate; and,
- c) Commercial automobile liability insurance in the amount of \$1,000,000.00 per occurrence.

Prior to commencing any Work hereunder, Contractor shall provide the District with certificates of insurance or endorsements, as applicable, evidencing that (i) all of the insurance required by this Agreement is in full force and effect; and, (ii) will remain in effect for the duration of the Term.

6. **Indemnification.** Contractor shall indemnify and defend the District, and its directors, officers, and agents, from and against all claims, damages, losses, and expenses, including reasonable attorneys' fees, costs, and expenses arising out of, relating to, or resulting from performance of this Agreement and the Work that is caused in whole or in part by the negligent or intentional acts or omissions of Contractor, Contractor's subcontractors, and anyone else that is directly or indirectly performing any part of the Work on behalf of Contractor. The District shall be entitled to hire its own attorney notwithstanding Contractor's obligation to pay the reasonable attorney's fees, costs, and expenses incurred by the attorney.

7. **Safety.** Contractor, its employees, subcontractors, and agents shall follow all applicable safety and health laws in performing the Work, including the rules and regulations promulgated by the Federal Occupational Safety and Health Administration.

8. **Change Orders.** The Parties may mutually agree to changes in the scope and/or nature of the Work through a written document signed by the Parties (“***Change Order(s)***”). All Change Orders shall a) describe in detail the change in the scope and/or the nature of the Work; b) when the Work will be performed; and, c) any reduction or increase in Contractor’s compensation.

9. **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 agents under federal or state law, including but not limited to, the Colorado Governmental Immunity Act, C.R.S. §24-10-101, *et seq.*

10. **Conflicts.** Contractor expressly agrees that if there is a direct or indirect conflict or inconsistency between any term and condition in the attached Proposal and the terms and conditions in this Agreement, the terms and conditions in this Agreement shall control.

11. **Independent Contractor.** CONTRACTOR UNDERSTANDS AND AGREES: A) CONTRACTOR AND ITS EMPLOYEES ARE NOT ENTITLED TO WORKERS COMPENSATION OR UNEMPLOYMENT COMPENSATION INSURANCE BENEFITS UNLESS WORKERS COMPENSATION OR UNEMPLOYMENT COMPENSATION COVERAGE IS PROVIDED BY CONTRACTOR OR SOME ENTITY OTHER THAN THE DISTRICT; AND B) CONTRACTOR 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 OR UNEMPLOYMENT COMPENSATION INSURANCE.

Under penalties of perjury, Contractor certifies that [REDACTED] is Contractor’s correct Federal Taxpayer Identification Number. By signing this Agreement, Contractor certifies that it assumes full responsibility for the payment of all contributions, payroll taxes, income taxes, withholdings and backup withholdings, or assessments under Applicable Laws.

12. **Notice.** Any notice required or permitted under this Agreement shall be in writing and given by hand delivery or sent by certified or registered mail, return receipt requested, to the address set forth on the signature page, or at another address previously furnished in writing to the other Party pursuant to this paragraph 12. A notice sent by certified or registered mail is deemed given when received, or 3 business days after the date deposited in the mail, whichever is earlier.

13. **Vehicles And Heavy Equipment.** Contractor and its employees, subcontractors, and any other individual or entity performing any aspect of the Work shall only park and operate their vehicles and any heavy equipment on streets, parking lots, and paved paths, unless the District’s Board of Directors provides prior written permission for each occurrence to go off the streets, parking lots, or paved paths.

14. **Additional Terms.** This Agreement is the entire agreement between the Parties; there are no oral or collateral agreements or understandings. This Agreement may only be amended

by a document signed by the Parties. If any provision is held invalid or unenforceable, all other provisions shall continue in full force and effect. Colorado law governs this Agreement. Jurisdiction and venue lie exclusively in the District Court for Douglas County. In any civil action or proceeding arising from or relating to this Agreement or the Work, the prevailing Party shall be awarded its reasonable attorneys' fees, costs, and expenses, including the reasonable 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 both of which shall constitute one valid and binding instrument.

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

Ark Ecological Services, LLC, a Colorado Limited Liability Company

By: _____
Mark Rubic, Board President Date

By: _____
Raymond H. Sperger Title Date

Attest:

Address: 6560 Dover Street
Arvada, CO 80004

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

Attachment A

Open Space Management Proposal for 2024
Weed and Native Plant Management Program
For Roxborough Village Metropolitan District

Prepared By

Raymond H. Sperger

Ark Ecological Services, LLC

Conserving and restoring native species and landscapes for future generations

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

January 26, 2024

Introduction

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

The following is a compilation of weed management, ecological restoration, and land management actions that will help to ensure ecologically sound stewardship of these diverse open lands. There is purpose and statement of need that will help the property owners to establish its priorities for open space management. Please consider these items for 2024 or in the future to help you meet the communities' goals. With the support of the community and board of directors, Ark Ecological Services can help you keep your native open spaces beautiful and healthy for future generations.

Weed and Native Plant Management Program

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

Statement of Need: Currently, there are several species of noxious weed growing in the Roxborough Village Open Space and some areas in the Chatfield Farms Open Space, previously-unmanaged areas that are degraded by more dense infestations of Canada Thistle, Diffuse Knapweed, Scotch Thistle, Poison Hemlock, Mullein and other invasive exotic species. Other parts of the Open Space in the southern upland areas that have been previously managed have few or no weeds and need to be protected from future weed invasions. Lowland areas with willows and cottonwood riparian woodlands have not been managed for noxious weeds as well as the upland areas, and need to be more intensively managed for noxious weeds. Without actively managing these weeds using integrated weed management practices, (chemical treatment, mechanical treatments like mowing, cutting, pulling, and biological controls), weeds will continue to multiply in the areas where infestations exist, will spread into new areas, and

will reduce native plant and animal populations. **Prevention, early detection, containment, suppression, and control of noxious weeds are the most efficient and cost effective methods of any weed management strategy.**

Weed and Native Plant Management Program Options and Costs for 2024

<i>Weed and Native Plant Management Program</i>		
Southern Open Space Areas* (52.4 land acres)	2 broadcast or 3 spot herbicide applications using the best available management practices for the selected weeds being sprayed. See image below.	\$17,500
Chatfield Farms Open Space Areas* (38.3 land acres)	2 broadcast or 3 spot herbicide applications using the best available management practices for the selected weeds being sprayed. See images below.	\$7,950
Southern Hogback Open Space Area* (63.7 land acres)	2 spot herbicide applications using the best available management practices for the selected weeds being sprayed. See image below.	\$7,500
Roxborough Village East Side Pond	3 spot herbicide applications using the best available management practices for the selected weeds being sprayed. (Added to scope in 2014)	\$2,000
Roadside Berm on N. Rampart Range Road	2 spot herbicide applications using the best available management practices for the selected weeds being sprayed. (Added to scope in 2015)	\$800
Total		\$35,750

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

Additional Areas - Management Started in 2024.

<i>Weed and Native Plant Management Program</i>		
Rampart Range Power Lines* (10.73 land acres)	2 broadcast or 3 spot herbicide applications using the best available management practices for the selected weeds being sprayed. See image below. Higher cost this year are due to the amount of weeds found in the area last year (2nd year managed) and 3-5 acres of disturbance.	\$5,500
Arrowhead Shores - Pulte* (2.03 acres)	2 broadcast or 3 spot herbicide applications using the best available management practices for the selected weeds being sprayed. See image below.	\$1,550
Total		\$7,050

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

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

No weed control in 2024 has the following negative ramifications:

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

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

Ecological Restoration Projects

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

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

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

Debris Clean-up Projects and Encroachment Notification

Purpose: To improve the aesthetics of the property and to keep people from dumping yard debris, construction debris, and other foreign items into the open space. To prepare the site, if

needed, for proper restoration actions. To assist with the notification of other encroachments into the open space.

Statement of Need: There may be a few small areas in Roxborough Village that are in need of debris clean-up due to homeowners, contractors, or others dumping concrete, yard debris, and fencing material in the open space. There are likely more areas that need cleaned up. Notify the management company of homeowners who are violating various covenants in the open space including dumping, placing personal items like play equipment into the open space, unauthorized mowing of open space, or planting non-native ornamental plants in the open space.

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

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

April	Conduct the first herbicide application with an emphasis on early season weeds like Poison Hemlock, Whitetop, Redstem Filaree, and trailside Kochia.
May	Begin second herbicide application with a focus on Diffuse Knapweed, Mullein, Musk Thistle, and Scotch Thistle in open areas.
June	Continue second herbicide application with a focus on Canada Thistle and other weeds in the willow and cottonwood riparian areas, as well as Mullein and Bindweed.
July-August	Complete second herbicide application with a focus on Canada Thistle, Mullein, and Bindweed.
October – November	Complete third herbicide application. Develop a list of potential restoration sites for future budget consideration.
December –Feb. 2024	Complete Open Space Management Proposal for 2024

Addendum 1

Reasons to Manage and Restore Native Open Space

Because we want to:

Open Space -The Benefits are Endless

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

Because we need to:

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

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

It maintains property values.

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

Because we have to:

It is a part of the laws of the land.

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

Addendum 2

Possible Goals for Resource and Weed Management in Roxborough Village Metropolitan District Open Space

Resource Management Goal for the Open Spaces

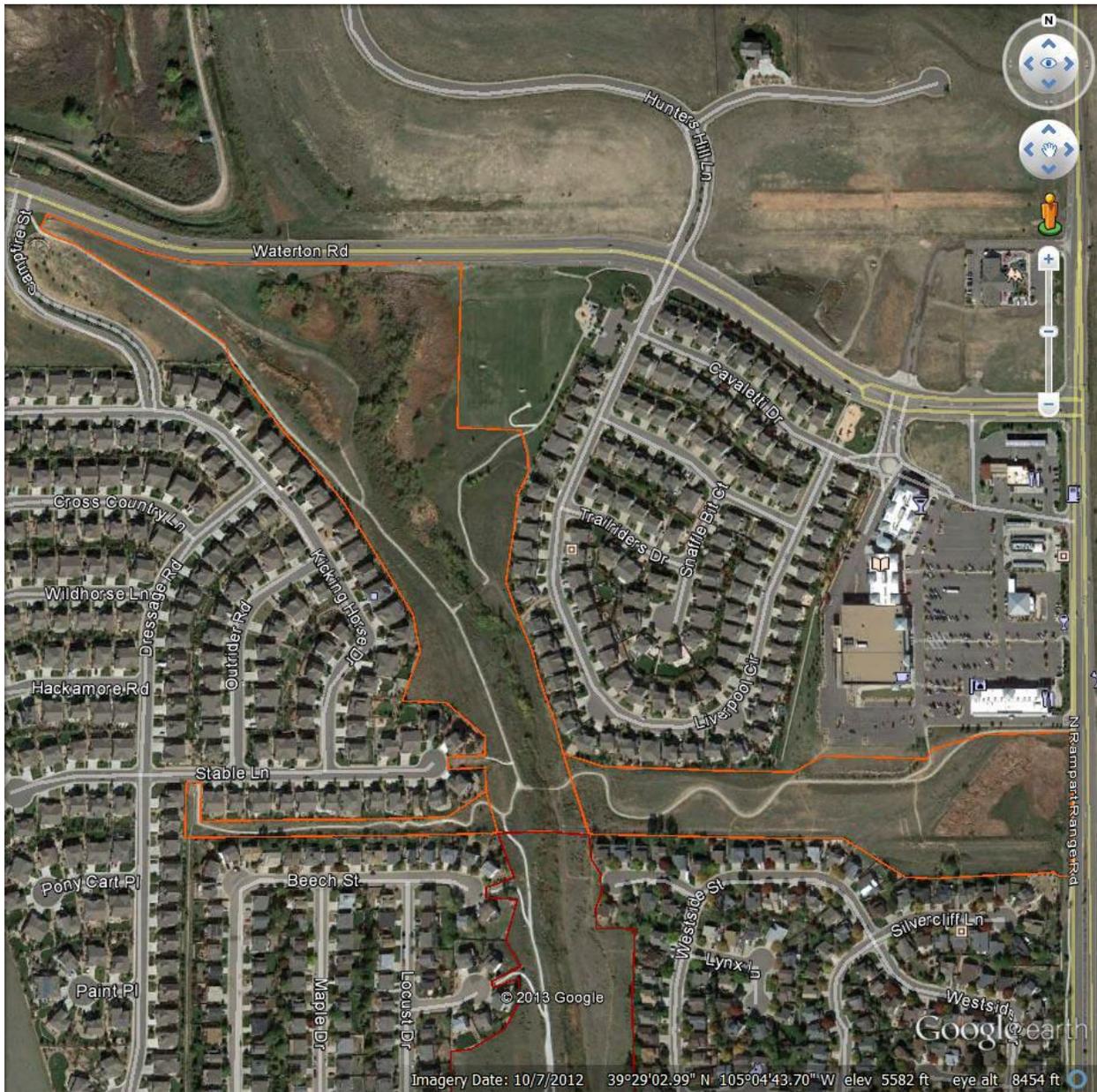
- To conserve and restore the native biological diversity of the Roxborough Village Open Space through sound land management including aggressive weed control and active ecological restoration for the benefit and enjoyment of the Roxborough Village Homeowners.

Weed Control Mission Statement

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

Weed Management Goals

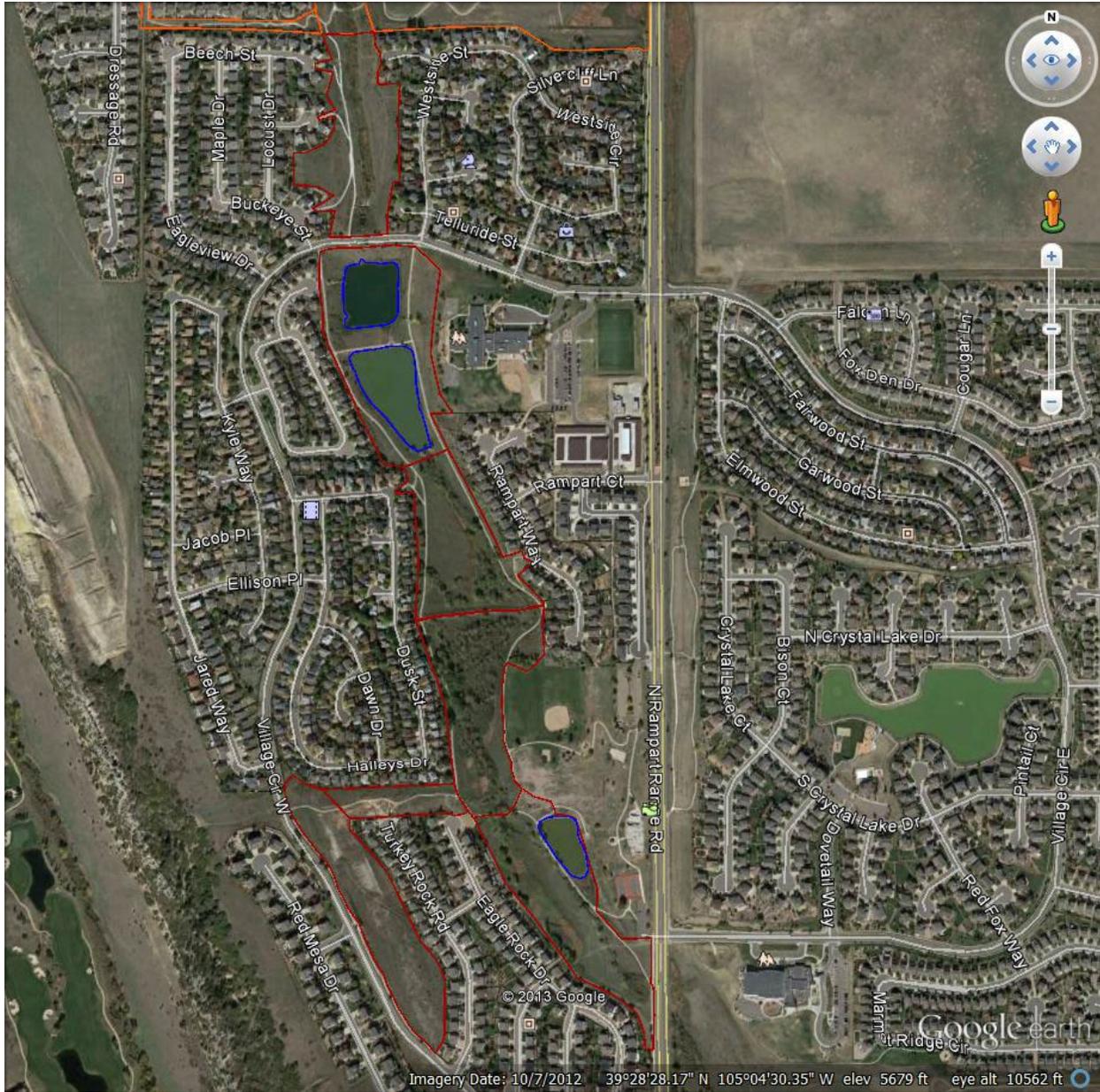
1. Prevent the introduction of noxious weeds not already present in the Open Space.
2. Eradicate noxious weeds which are not well established in the Open Space.
3. Contain the spread of noxious weeds which are so well established that they cannot be easily and quickly eradicated.
4. Implement appropriate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



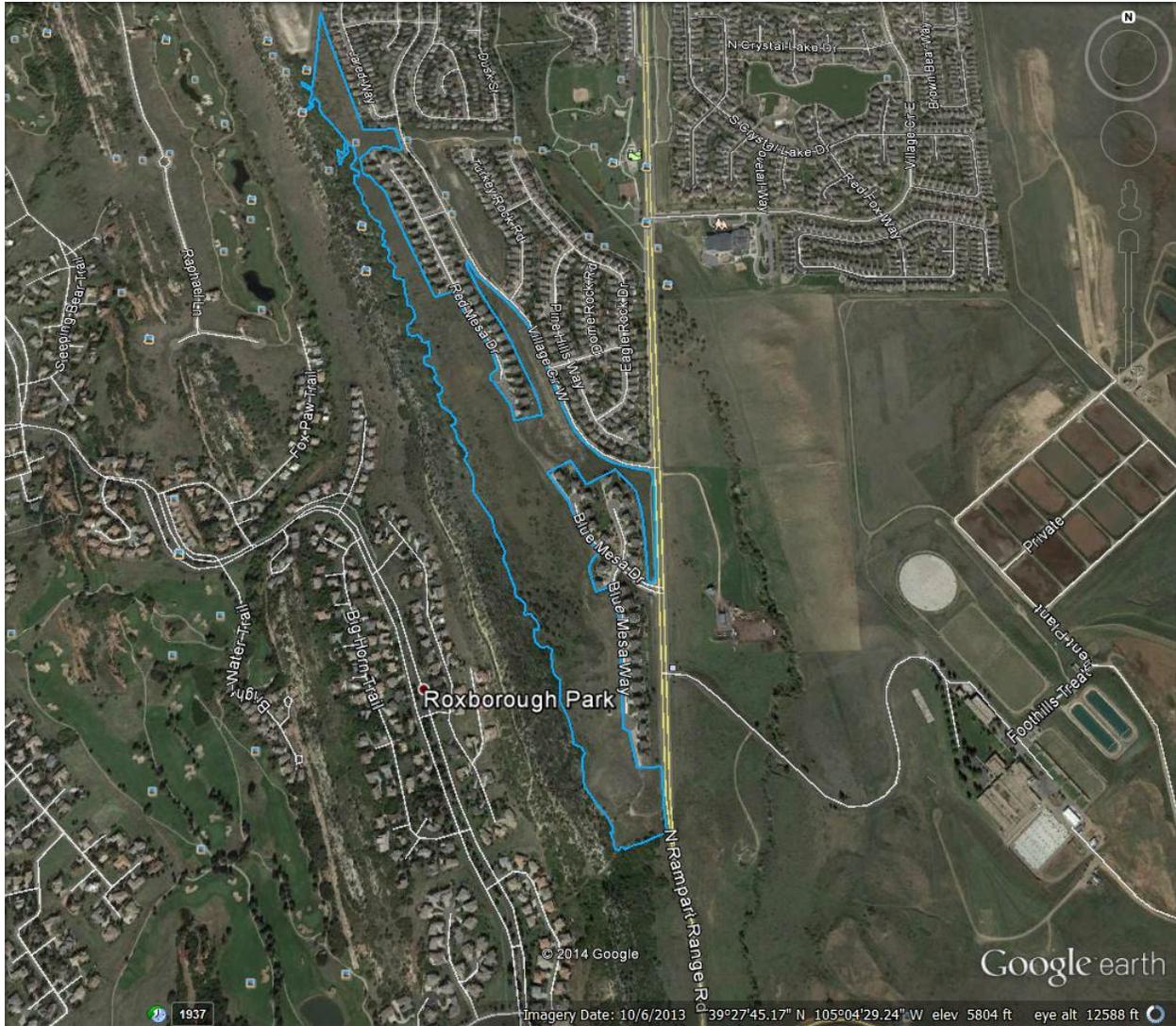
Chatfield Farms Open Space Areas (31 land acres) - Outlined in Orange.



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



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



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