

# ROXBOROUGH VILLAGE METROPOLITAN DISTRICT

8390 E. Crescent Pkwy, Suite 300  
Greenwood Village, CO 80111  
303-779-5710  
www.roxboroughmetrodistrict.org

## NOTICE OF SPECIAL BOARD MEETING AND AGENDA

**DATE:** May 18, 2021  
**TIME:** 6:00 p.m.  
**LOCATION:** Given current events and current advice and directives from local, state and federal jurisdictions related to COVID-19, this meeting is being held by teleconference and virtual meeting only.

**Board members, consultants and members of the public may participate by teleconference or by computer/tablet by utilizing the following information:**

- ACCESS:**
1. To attend via Zoom Videoconference, use the link:  
<https://us02web.zoom.us/j/81643535176?pwd=Y3VTWmhNd3FIVnZXZHVqT0ZXdkZadz09>
  2. To attend via telephone, dial 346-248-7799 and enter the following additional information:
    - a. Meeting ID: 816 4353 5176
    - b. Passcode: 270309

<u>Board of Directors</u>	<u>Office</u>	<u>Term Expires</u>
Calvin Brown	President	May, 2023
Debra Prysby	Vice President	May, 2022
Ephram Glass	Treasurer	May, 2023
Edward Wagner	Secretary	May, 2022
Garry Cook	Assistant Secretary	May, 2022

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

**V. CONSENT AGENDA (5 MINUTES)**

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

- A. Review and Consider Approval of the April 13, 2021 Special Meeting Minutes and April 20, 2021 Special Meeting Minutes (enclosed)
- B. Review and Accept the Cash Position and Property Tax Schedule for March (enclosed)
- C. Review and Consider Approval of Current Claims, Approve Transfer of Funds, and Ratify Payment of Autopay Claims and Ratify Approval of Previous Claims (enclosed)

**VI. FINANCIAL ITEMS**

- A. Review and Consider Acceptance of March 31, 2021 Financial Statements (enclosed)
- B. Other

**DISCUSSION AGENDA**

**VII. DIRECTOR ITEMS (10 minutes)**

- A. Environmental Committee Update (enclosed)
  - 1. Update on Aqua Sierra
  - 2. Update on Greenhouse Process and Next Steps
- B. Community Celebration Update
  - 1. Partnership with Roxborough Music Festival
- C. Other

**VIII. BAILEY TREE UPDATE**

**IX. MANAGER MATTERS (30 MINUTES)**

- A. Master Plan Feasibility Follow – Up
  - 1. Feasibility Study Follow - Up
  - 2. Task Force Conclusions & Overview (Ben)

3. Communications Update & Proposed Outreach Schedule (Ben, enclosed)
4. Board Design Discussions, Overriding Themes (Designers/Anna)
5. Initial Conclusions & Recommendations (Designers)
6. Ballot Election Question (Katie, enclosed)

B. Master Plan Spillway Follow-Up

1. Spillway Design Updates, Douglas County Follow Up/Next Steps and Final Budget (Scott)

C. Update on New Playground Design (Todd, enclosed)

D. Update Regarding Xcel Easement

E. Other

**X. LEGAL MATTERS (10 MINUTES)**

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

B. Update on Emergency Disaster Declaration

C. Encroachments Update

D. Summary of Referral from Douglas County Regarding Louviers Rural Community (enclosed)

E. Other

**XI. ENGINEERING MATTERS (10 MINUTES)**

- A. Update on Imperial Park Use and New Fence Installation (enclosed)

B. Update on Rampart Range Road Median Work by Sterling Ranch

C. Other

**XII. LANDSCAPING MATTERS (10 MINUTES)**

- A. Metco Landscape Report (enclosed)

B. Review and Consider Approval of Proposals

1. Reparations to Resident Landscaping in District Right of Way (enclosed)
2. Spring Tree Plantings (enclosed)
3. Repair Tire Ruts in Soccer Field (enclosed)

C. Other

**XIII. OTHER BUSINESS (5 MINUTES)**

- A. Confirm Quorum for June 15, 2021 Special Meeting via Zoom

**XIV. ADJOURNMENT**

RECORD OF PROCEEDINGS

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

HELD

Tuesday, April 13, 2021

A special meeting of the Board of Directors of the Roxborough Village Metropolitan District (referred to hereafter as the “Board”) was convened on Tuesday, April 13, 2021 at 2:30 p.m. via ZOOM. The meeting was open to the public.

ATTENDANCE

**In Attendance were Directors:**

Calvin Brown

Debra Prysby

Ephram Glass

Garry Cook

**Also in Attendance were:**

Anna Jones, Natalie Herschberg & Nic Carlson;

CliftonLarsonAllen LLP (“CLA”)

Katie James, Esq.; Folkestad Fazekas Barrick & Patoile, P.C.

Mark Rubic; Resident at 7735 Verandah Court

Todd Jennings; Resident at 7761 Verandah Court

Matthew Hart; Resident at 7783 Verandah Court

CALL TO ORDER

Director Brown called the meeting to order at 2:34 p.m.

DECLARATION OF  
QUORUM/DIRECTOR  
QUALIFICATIONS/  
DISCLOSURE MATTERS

A quorum was declared present. No new conflicts were disclosed.

APPROVAL OF AGENDA

Following review, upon a motion duly made by Director Cook, seconded by Director Prysby and, upon vote, unanimously carried, the Board approved the Agenda as presented.

PUBLIC COMMENT AND/OR  
GUESTS

Resident Mark Rubic provided his comments on the proposed recreation center’s economics, location and community involvement and requested transparency from the Board on all feasibility facets.

FINANCIAL ADVISOR

The Board discussed their preferences of financial advisor based on the presentations provided at the previous Board meeting from North Slope Capital Advisors, Piper Sandler Companies and Hilltop Financial Advisors. Ms. James reviewed the implications of selecting a financial advisor noting that any contract will only

RECORD OF PROCEEDINGS

require payment to the advisor if there is an election, and if it is successful to authorize debt, and when such debt is issued.

Upon a motion duly made by Director Cook, seconded by Director Prysby and, upon vote, unanimously carried, the Board selected Hilltop Financial Advisors as the District’s Financial Advisor.

OTHER BUSINESS

**Quorum for April 20, 2021 Special Meeting via ZOOM:** A quorum was confirmed.

ADJOURNMENT

There being no further business to come before the Board, upon a motion duly made by Director Prysby, seconded by Director Cook and, upon vote, unanimously carried, the Board adjourned the meeting at 3:14 p.m.

Respectfully submitted,

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

Attest:

By: \_\_\_\_\_  
Ed Wagner, Secretary

RECORD OF PROCEEDINGS

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

Tuesday, April 20, 2021

A special meeting of the Board of Directors of the Roxborough Village Metropolitan District (referred to hereafter as the “Board”) was convened on Tuesday, April 20, 2021 at 6:00 p.m. via ZOOM. The meeting was open to the public.

ATTENDANCE

**In Attendance were Directors:**

Calvin Brown  
Debra Prysby  
Ed Wagner  
Ephram Glass  
Garry Cook

**Also in Attendance were:**

Anna Jones, Nic Carlson & Joyce Stiles; CliftonLarsonAllen LLP  
(CLA)  
Katie James, Esq.; Folkestad Fazekas Barrick & Patoile, P.C.  
Bill Barr; Metco Landscaping  
Scott Barnett; Mulhern MRE, Inc.  
Ben Kelly; Strategic Communications Consultant  
Kimberly Armitage; Evolution builders  
Jason Simmons & Mattie Prodanovic; Hilltop  
Financial Advisors  
Mark Rubic; Resident at 7735 Verandah Court  
Alan Anderson; Resident  
Jeff Pitman; Resident at 1826 Foxfield Dr  
Jacob Lofgren; Resident at 7918 Jared Way

CALL TO ORDER

The meeting was called to order at 6:03 p.m. by Director Brown.

DECLARATION OF  
QUORUM/DIRECTOR  
QUALIFICATIONS/  
DISCLOSURE MATTERS

A quorum was declared present. No new conflicts were disclosed.

APPROVE AGENDA

Following review, upon a motion duly made by Director Cook, seconded by Director Glass and, upon vote, unanimously carried, the Board approved the Agenda as presented.

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PUBLIC COMMENT and/or GUESTS

Mark Rubic, resident, made comments with regard to the recreation center process.

CONSENT AGENDA**March 16, 2021 and April 6, 2021 Special Meeting Minutes:****Cash Position and Property Tax Schedule for February:****Current Claims, Approve Transfer of Funds, Ratify Payment of Autopay Claims and Ratify Approval of Previous Claims:**

Following review, upon a motion duly made by Director Glass, seconded by Director Cook and, upon vote, unanimously carried, the Board approved the Consent Agenda, as presented.

CORRECTION AND AMENDMENT OF PAST MINUTES IN REGARD TO CONSULTANT CAPACITY

Ms. James addressed the Board, indicating that Ms. Armitage has been incorrectly identified as a YMCA employee when in fact, she should be identified as a member of the Evolution Builder Feasibility Team as her work has been contracted through Evolution Builders and not as a YMCA representative. Following discussion, upon a motion duly made by Director Glass, seconded by Director Cook and, upon vote, unanimously carried, the Board approved the correction and amendment of past minutes regarding Ms. Armitage's consultant capacity.

FINANCIAL MATTERS

**Other:** None.

DIRECTOR MATTERS

**Environmental Committee:** Director Glass reviewed the Environmental Committee report with the Board, noting the progress that has been made with Crystal Lake and upkeep of the birdhouses.

**Ark Ecological Services Proposal to Mitigate Smooth Brome:** Metco Landscaping and Ark Ecological Services have provided estimates to help mitigate Smooth Brome. Following discussion, upon a motion duly made by Director Glass, seconded by Director Cook and, upon vote, unanimously carried, the Board approved the engagement of Ark Ecological Services and Metco Landscaping in an amount not to exceed \$1600, with \$500 for Ark Ecological Services and \$350 per mow to Metco Landscaping and the remainder for fencing material, if necessary.

**Aqua Sierra Update:** Director Glass noted he is hoping to connect with Aqua Sierra soon. He will provide an update at the May meeting.



## RECORD OF PROCEEDINGS

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**Greenhouse Process and Next Steps:** Director Glass provided an update to the Board regarding the status of the project, noting that he is working with the middle school to identify a contractor to build the greenhouse and obtain permits. Ms. James is in contact with the school district's contracts specialist to create an Intergovernmental Agreement for the project.

### **Community Celebrations:**

**Partnership with Roxborough Music Festival:** Ms. Jones noted Mr. Carlson is working with the Roxborough Music Festival to determine if and how the District can participate.

**Other:** Director Prysby asked about the streetlight out at Rampart Range Road and Village Circle West. Director Wagner asked about the overflowing dog waste stations. Mr. Barr will address these issues.

### **MANAGER MATTERS**

**Master Plan Feasibility Study Follow-Up:** This is addressed below.

**Master Plan Communications Follow-Up by Ben Kelly:** Mr. Kelly reviewed the information provided in the packet and previewed the meeting outline for the upcoming Task Force Meeting.

**Discuss Frequently Asked Questions:** This item was discussed under Legal Matters

**Master Plan Spillway Design Updates, Douglas County Follow-Up/Next Steps and Final Budget:** Mr. Barnett provided an update to the Board indicating that the designs have been submitted to Douglas County and he is still waiting for their feedback. He will move forward as soon as he has the approval.

**New Playground Design:** No update was provided.

**Waiving Fee and Deposit for Gazebo Reservation Request by Douglas County Library:** Mr. Carlson reviewed the Douglas County Library reservation request to waive the associated fee. Following discussion, upon a motion duly made by Director Prysby, seconded by Director Wagner and, upon vote, unanimously carried, the Board waived the fee for Douglas County Library's gazebo reservation request, asking they make the refundable deposit.

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Mr. Carlson and Ms. James discussed the updated COVID-19 regulations in place with regard to the Douglas County Library's request for additional participants. Following discussion, upon a motion duly made by Director Prysby, seconded by Director Glass and, upon vote, unanimously carried, the Board approved the request as it complies with Douglas County regulations.

**Other:** Ms. Jones discussed the request of the Douglas County Library to preliminarily explore a potential partnership with the District in regard to shared building facilities. Following discussion, upon a motion duly made by Director Glass, seconded by Director Prysby and, upon vote, unanimously carried, the Board approved the request.

### LEGAL MATTERS

**Final Water Due Diligence Filing and Executive Session Pursuant to C.R.S. Section 24-6-402(4)(B) and for the Purpose of Receiving Legal Advice on Special Legal Questions, if requested:** No action taken.

**Emergency Disaster Declaration:** Upon a motion duly made by Director Prysby, seconded by Director Glass and, upon vote, unanimously carried, the Board ratified the Continuation of the Emergency Disaster Declaration.

**Encroachments Update:** Ms. James provided an update to the Board, noting that the homeowner at 7573 Jared Way is working to remediate the encroachment per the District's request.

**Discuss Meeting Protocol:** Ms. James reviewed the proposed meeting protocols per the information included in the packet. The Board had questions regarding timing and whether staff will be addressing any misinformation that's been circulating with regard to the potential rec center. Ms. James described the use of Frequently Asked Questions (FAQ's), prepared by the feasibility team, to be used to collect all questions and update weekly so that all community members are uniformly and regularly informed of questions that other residents raise.

Ms. James reviewed proposed meeting protocols, intended to further create an efficient and consistent flow of information between the Board and the community. (A copy of the protocols that were approved is attached to these minutes.)

The Board discussed strategies to reach out to the broader community to provide recreation center information and updates.

## RECORD OF PROCEEDINGS

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In regard to meeting protocols and FAQ use, upon a motion duly made by Director Prysby, seconded by Director Glass and, upon vote, unanimously carried, the Board approved the meeting protocols as described in the attached slide, and the Board approved the use of FAQs to address community questions about the feasibility study, such FAQs to be posted on the website and updated weekly.

In addition to adopting meeting protocols and the use of FAQs, the Board directed the consulting staff to proactively reach out to HOAs and other community groups in order to either schedule meetings hosted by such HOAs and groups or to invite them to District meetings. The Board seeks to inform as many residents as possible about the ongoing feasibility study.

**Other:** None.

### ENGINEERING MATTERS

**RWSD Sanitary Sewer Repair Within RVMD Property:** Mr. Barnett reported these repairs are done. Director Glass took care of seeding the area.

**Aqua Sierra Regarding Stocking Carp:** This item was previously discussed under the Environmental Committee Update.

**Imperial Park Use and New Fence Installation:** Mr. Barnett will organize an on-site meeting with Directors Glass and Prysby to determine where the fence should be installed.

The Board also discussed the use of remote-control cars and motorcycle use at Imperial Park. Following discussion, the Board outlined an approach to re-seed and enclose the area being used with construction fencing as well as to update the irrigation and signage near the mailboxes and on the turf. Mr. Barr will bring a proposal for this work at the May Board meeting.

**Discuss Rampart Range Median Repairs:** Director Prysby provided some ideas regarding the design of the median repairs. Mr. Barnett will convey these to the Sterling Ranch construction team.

**Other:** None.

### LANDSCAPING MATTERS

**Bailey Tree Update:** The Board reviewed the update provided by Bailey Tree.

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**Metco Landscape Report:** Mr. Barr reviewed the update provided by Metco Landscape with the Board.

**Review and Consider Approval of Proposals:**

**Reparations to Resident Landscaping in District Right of Way:** Mr. Barr reviewed the proposal with the Board. The Board requested Mr. Barr and Mr. Barnett to develop some renderings and approach for their review at the May meeting.

**Mowing to Mitigate Smooth Brome and Replace Tree:** The Board previously addressed the part of the proposal to mitigate Smooth Brome in the Environmental Committee Update.

Following discussion, upon a motion duly made by Director Glass, seconded by Director Prysby and, upon vote, unanimously carried, the Board approved the proposal to replace a tree at 7635 Crystal Lake Court in an amount not to exceed \$1575.

**Other:** Director Glass discussed future tree plantings along Waterton Road. Mr. Barnett indicated there were potential right-of-way concerns. Mr. Barnett will investigate this further and report back to the Board at the May meeting.

OTHER BUSINESS

**Quorum for May 18, 2021 Special Meeting via Zoom:** A quorum was confirmed.

ADJOURNMENT

Upon a motion duly made by Director Prysby, seconded by Director Cook and, upon vote, unanimously carried, the Board adjourned the meeting at 8:44 p.m.

Respectfully submitted,

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

Attest:

By: \_\_\_\_\_  
Ed Wagner, Secretary

# Proposed Protocols for Rec Center Community Meetings & Presentations

## Information Meetings Hosted by RVMD

- Posted and publicly noticed
- Request that written questions be provided in advance to help us make sure we cover those in the meeting
- Format:
  1. Present overview of rec center conceptual proposal & process
  2. Time for Q&A and public comment
    - Q&A questions submitted in advance and submitted in chat
    - Time allowances and Q&A duration are determined by the Board Chair
- Questions we don't get to in Q&A and public comment will be answered in writing in the FAQ
- FAQ posted on RVMD website and updated every Tuesday

## Meetings Hosted by HOAs/Community Groups

- Requests for presentation must be made by e-mail to [info@RoxboroughMetroDistrict.org](mailto:info@RoxboroughMetroDistrict.org) (posted on Rec Center page on RVMD website).
- Weekly summary of meeting requests will be shared with project team and RVMD board.
- Agenda time allocated to Rec Center topic is determined by the host HOA/Group
- Project team will request that written questions be provided in advance to help us make sure we cover those in the meeting
- Key consultants will attend
- Board members may attend (up to 2)
- Key project team members will provide a standard presentation on Rec Center conceptual proposal and the process
- Questions we don't get to in Q&A and public comment will be answered in writing in the FAQ
- FAQ posted on RVMD website and updated every Tuesday

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT**  
**Schedule of Cash Position**  
**March 31, 2021**  
**Updated as of May 11, 2021**

	<u>General Fund</u>	<u>Debt Service Fund</u>	<u>Capital Projects Fund</u>	<u>Total</u>
<b><u>FirstBank - Checking Account</u></b>				
Balance as of 03/31/21	\$ 50,195.46	\$ -	\$ -	\$ 50,195.46
Subsequent activities:				-
04/08/21 - ADP Payroll/taxes	(538.25)	-	-	(538.25)
04/14/21 - Transfer from Colostrust	92,783.00	-	107,217.00	200,000.00
04/15/21 - Roxborough Water Payment March	(1,290.15)	-	-	(1,290.15)
04/15/21 - ADP Payroll/taxes	(430.60)	-	-	(430.60)
04/22/21 - ADP Payroll/taxes	(538.25)	-	-	(538.25)
04/22/21 - IREA Payment	(819.65)	-	-	(819.65)
04/27/21 - Xcel Energy March	(20.93)	-	-	(20.93)
05/03/21 - Bill.com Payment	(92,848.41)	-	(111,262.95)	(204,111.36)
05/10/21 - IREA Payment	(131.85)	-	-	(131.85)
<i>Anticipated ADP Payroll/taxes - May</i>	(538.25)	-	-	(538.25)
<i>Anticipated Payables</i>	(42,167.14)	-	(7,690.90)	(49,858.04)
<i>Anticipated IREA Payment</i>	(668.56)	-	-	(668.56)
<i>Anticipated Roxborough Water payment</i>	(1,360.74)	-	-	(1,360.74)
<i>Anticipated Transfer from Colostrust</i>	58,263.15	-	11,736.85	70,000.00
<i>Anticipated Balance</i>	<u>59,888.83</u>	<u>-</u>	<u>-</u>	<u>59,888.83</u>
<b><u>Colostrust - Plus</u></b>				
Balance as of 03/31/21	852,379.83	971,890.70	1,578,944.72	3,403,215.25
Subsequent activities:				
04/02/21 - IREA Refund	585.11	-	-	585.11
04/09/21 - March PTAX	57,034.85	30,684.51	-	87,719.36
04/14/21 - Transfer to Checking	(92,783.00)	-	(107,217.00)	(200,000.00)
04/30/21 - Interest Income	47.55	110.94	-	158.49
05/10/21 - April PTAX	85,657.45	54,381.58	-	140,039.03
<i>Anticipated Transfer to Checking</i>	(58,263.15)	-	(11,736.85)	(70,000.00)
<i>Anticipated June 1 D/S Payment</i>	-	(14,768.50)	-	(14,768.50)
<i>Anticipated Transfer to UMB</i>	-	(227,447.92)	-	(227,447.92)
<i>Anticipated Balance</i>	<u>844,658.64</u>	<u>814,851.31</u>	<u>1,459,990.87</u>	<u>3,119,500.82</u>
<b><u>UMB - 1993 A &amp; B Bond Fund</u></b>				
Balance as of 03/31/21	-	582,970.83	-	582,970.83
Subsequent activities:				
04/30/21 - Interest Income	-	4.96	-	4.96
<i>Anticipated June D/S Payment</i>	-	(22,358.50)	-	(22,358.50)
<i>Anticipated Transfer from ColoTrust</i>	-	227,447.92	-	227,447.92
<i>Anticipated Balance</i>	<u>-</u>	<u>788,065.21</u>	<u>-</u>	<u>788,065.21</u>
<b><i>Anticipated Balances</i></b>	<b><u>\$ 904,547.47</u></b>	<b><u>\$ 1,602,916.52</u></b>	<b><u>\$ 1,459,990.87</u></b>	<b><u>\$ 3,967,454.86</u></b>

**Yield information (as of 04/30/20):**

First Bank - 0.0%

Colostrust Plus - 0.05740%

**ROXBOROUGH VILLAGE METRO DISTRICT**  
**Property Taxes Reconciliation**  
**2021**

	Current Year							Prior Year			
	Property Taxes	Delinquent Taxes, Rebates and Abatements	Specific Ownership Taxes	Interest	Treasurer's Fees	Net Amount Received	% of Total Property Taxes Received		Total Cash Received	% of Total Property Taxes Received	
							Monthly	Y-T-D		Monthly	Y-T-D
January	\$ 37,888.63	\$ -	\$ 12,904.78	\$ -	\$ (568.33)	\$ 50,225.08	2.22%	2.22%	\$ 51,417.22	2.53%	2.53%
February	727,901.87	-	11,032.71	-	(10,918.54)	728,016.04	42.56%	44.78%	770,614.81	42.52%	45.05%
March	72,025.94	-	16,751.34	22.81	(1,080.73)	87,719.36	4.21%	48.99%	70,389.11	3.52%	48.57%
April	128,063.20	(356.36)	14,234.93	18.49	(1,921.23)	140,039.03	7.47%	56.45%	151,956.43	6.87%	55.44%
May	-	-	-	-	-	-	0.00%	56.45%	136,830.81	9.23%	64.67%
June	-	-	-	-	-	-	0.00%	56.45%	649,033.71	33.79%	98.46%
July	-	-	-	-	-	-	0.00%	56.45%	32,201.29	0.96%	99.42%
August	-	-	-	-	-	-	0.00%	56.45%	17,508.76	0.35%	99.78%
September	-	-	-	-	-	-	0.00%	56.45%	15,757.39	0.05%	99.83%
October	-	-	-	-	-	-	0.00%	56.45%	14,808.13	-0.26%	99.57%
November	-	-	-	-	-	-	0.00%	56.45%	15,349.36	-0.06%	99.51%
December	-	-	-	-	-	-	0.00%	56.45%	14,012.63	0.00%	99.51%
<b>Total</b>	<b>\$ 965,879.64</b>	<b>\$ (356.36)</b>	<b>\$ 54,923.76</b>	<b>\$ 41.30</b>	<b>\$ (14,488.83)</b>	<b>\$ 1,005,999.51</b>	<b>56.45%</b>	<b>56.45%</b>	<b>\$ 1,939,879.65</b>	<b>99.51%</b>	<b>99.51%</b>

Taxes Levied	% of Levied	Property Taxes Collected	% Collected to Amount Levied	
General Fund	\$ 971,106	56.78%	\$ 548,235.30	56.45%
Debt Service Fund	739,155	43.22%	417,287.98	56.45%
<b>Total</b>	<b>\$ 1,710,261</b>	<b>100.00%</b>	<b>\$ 965,523.28</b>	<b>56.45%</b>

Chatfield Farms
\$ 163,100.01
-
<b>\$ 163,100.01</b>

**Specific Ownership Tax**

General Fund	\$ 136,821	100.00%	\$ 54,923.76	40.14%
Debt Service Fund	-	0.00%	-	0.00%
<b>Total</b>	<b>\$ 136,821</b>	<b>100.00%</b>	<b>\$ 54,923.76</b>	<b>40.14%</b>

**Treasurer's Fees**

General Fund	\$ 14,567	56.78%	\$ 8,226.93	56.48%
Debt Service Fund	11,087	43.22%	6,261.90	56.48%
<b>Total</b>	<b>\$ 25,654</b>	<b>100.00%</b>	<b>\$ 14,488.83</b>	<b>56.48%</b>

\$ 2,447.50
-
<b>\$ 2,447.50</b>

**Roxborough Village Metro District  
Claims Listing  
4/14/21- 05/11/21**

Vendor	Invoice #	Description	Balance
<b>ACH</b>			
*Intermountain Rural Electric Association	Mar-21	Utilities	\$ 48.00
*Intermountain Rural Electric Association	Mar-21	Utilities	18.00
*Intermountain Rural Electric Association	Apr-21	Utilities	44.73
*Intermountain Rural Electric Association	Apr-21	Utilities	21.00
*Intermountain Rural Electric Association	Apr-21	Utilities	23.31
*Intermountain Rural Electric Association	Apr-21	Utilities	21.35
*Intermountain Rural Electric Association	Apr-21	Utilities	21.46
			<u>176.39</u>
*Roxborough Water & Sanitation District	7121316Mar21	Nonpotable water purchase usage	96.30
*Roxborough Water & Sanitation District	7122027Mar21	Nonpotable water purchase usage	192.60
*Roxborough Water & Sanitation District	7122381Mar21	Nonpotable water purchase usage	106.60
*Roxborough Water & Sanitation District	7122162Mar21	Nonpotable water purchase usage	798.35
*Roxborough Water & Sanitation District	7124611Mar21	Nonpotable water purchase usage	96.30
			<u>1,290.15</u>
Xcel Energy	Mar-21	Utilities	20.93
		<b>Total ACH</b>	<u><u>\$ 1,487.47</u></u>
<b>Check or Epayment</b>			
<b>General</b>			
CliftonLarsonAllen, LLP	2774527	Accounting	5,029.21
CliftonLarsonAllen, LLP	2815985	District management	9,635.93
Colorado Special Districts Property and Liability	POL-006244	Insurance and bonds	20,127.00
Folkestad Fazekas Barrick & Patoile, P.C	39193	Legal services	4,776.39
Foothills Park & Recreation District	SALES0033697	Foothills Park and Recreation fees	889.66
Metco Landscape, LLC	562027	Landscape irrigation maintenance	2,709.50
Metco Landscape, LLC	562028	Landscape irrigation maintenance	1,170.00
Metco Landscape, LLC	564815	Landscape irrigation maintenance	650.00
Metco Landscape, LLC	SM200018	Landscape contract	14,210.83
Metco Landscape, LLC	558000	Snow removal	4,220.00
Metco Landscape, LLC	563404	Snow removal	10,440.00
Metco Landscape, LLC	563405	Snow removal	90.00
Metco Landscape, LLC	563406	Snow removal	180.00
Metco Landscape, LLC	558546	Tree maintenance	9,250.00
Metco Landscape, LLC	558547	Tree maintenance	1,500.00
Metco Landscape, LLC	562026	Tree maintenance	1,500.00
Metco Landscape, LLC	564876	Tree maintenance	1,500.00
Mission Communication LLC	1049001	Communications/website	347.40
Mulhern MRE Inc.	MMRE62311	Engineering	1,224.00
Mulhern MRE Inc.	MMRE62313	Engineering	544.00
Mulhern MRE Inc.	MMRE62409	Engineering	1,517.28
Mulhern MRE Inc.	MMRE62412	Engineering	272.00
United Site Services	114-11683093	Portable restrooms	185.75
United Site Services	114-11796226	Portable restrooms	185.75



United Site Services	114-11669992	Portable restrooms	43.69
United Site Services	114-11683094	Portable restrooms	185.75
United Site Services	114-11796227	Portable restrooms	185.75
Utility Notification Center of Colorado	221011195	Miscellaneous	55.44
Utility Notification Center of Colorado	221021206	Miscellaneous	68.64
Utility Notification Center of Colorado	221031246	Miscellaneous	154.44
			<u>92,848.41</u>

**Capital**

Ben Kelly	008.3.2021.1	Master plan	3,600.00
CliftonLarsonAllen, LLP	2815985	District management	6,438.00
Douglas Country Government	DV2021-057	Spillway / embankment	251.75
Douglas Country Government	GESC deposit FEB	Spillway / embankment	3,250.20
Livable Cities Studio, Inc.	1426	Master plan	3,425.00
LRE Water	16115	Water rights enhancements	2,750.00
LRE Water	16383	Water rights enhancements	2,750.00
LRE Water	16514	Water rights enhancements	2,750.00
Metco Landscape, LLC	564814	Irrigation upgrades/replacement	84,280.00
Mulhern MRE Inc.	MMRE62410	Engineering	272.00
Mulhern MRE Inc.	MMRE62312	Spillway / embankment	544.00
Mulhern MRE Inc.	MMRE62411	Spillway / embankment	952.00
			<u>111,262.95</u>

**TOTAL Checks/Epayment** \$ 204,111.36

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT

FINANCIAL STATEMENTS

MARCH 31, 2021

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ROXBOROUGH VILLAGE METROPOLITAN DISTRICT  
 BALANCE SHEET - GOVERNMENTAL FUNDS  
 MARCH 31, 2021

	<u>General</u>	<u>Debt Service</u>	<u>Capital Projects</u>	<u>Total</u>
<b>ASSETS</b>				
Checking - FirstBank	\$ 50,195	\$ -	\$ -	\$ 50,195
Colostrust	852,380	971,891	1,578,944	3,403,215
Bond Fund 1993 A&B	-	582,971	-	582,971
Receivable from County Treasurer	57,035	30,685	-	87,720
<b>TOTAL ASSETS</b>	<u>\$ 959,610</u>	<u>\$ 1,585,547</u>	<u>\$ 1,578,944</u>	<u>\$ 4,124,101</u>
<b>LIABILITIES AND FUND BALANCES</b>				
<b>CURRENT LIABILITIES</b>				
Accounts payable	\$ 92,864	\$ -	\$ 114,033	\$ 206,897
CAB deposit	-	-	9,948	9,948
<b>Total Liabilities</b>	<u>92,864</u>	<u>-</u>	<u>123,981</u>	<u>216,845</u>
<b>FUND BALANCES</b>				
<b>Total Fund Balances</b>	<u>866,746</u>	<u>1,585,547</u>	<u>1,454,963</u>	<u>3,907,256</u>
<b>TOTAL LIABILITIES AND FUND BALANCES</b>	<u>\$ 959,610</u>	<u>\$ 1,585,547</u>	<u>\$ 1,578,944</u>	<u>\$ 4,124,101</u>

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ROXBOROUGH VILLAGE METROPOLITAN DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES AND  
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL  
FOR THE THREE MONTHS ENDED MARCH 31, 2021

GENERAL FUND

	Annual Budget	Year to Date Actual	Variance
<b>REVENUES</b>			
Interest income	\$ 5,000	\$ 184	\$ (4,816)
Miscellaneous income	5,000	-	(5,000)
Other revenue	-	1,200	1,200
Property taxes	971,106	475,722	(495,384)
Specific ownership tax	136,821	40,689	(96,132)
<b>TOTAL REVENUES</b>	<u>1,117,927</u>	<u>517,795</u>	<u>(600,132)</u>
<b>EXPENDITURES</b>			
Accounting	55,000	15,475	39,525
Algae control	5,000	-	5,000
Auditing	5,200	-	5,200
Communications/website	15,000	347	14,653
Community events	35,000	-	35,000
Contingency	50,723	-	50,723
County Treasurer's fee	14,567	7,136	7,431
Directors' fees	8,000	1,500	6,500
District management	160,000	27,657	132,343
Dues and licenses	1,380	1,053	327
Election expense	50,000	-	50,000
Engineering	46,000	7,403	38,597
Foothills Park and Recreation fees	15,000	3,234	11,766
General repairs and maintenance	36,600	910	35,690
Graffiti removal/ vandalism	5,000	-	5,000
Insurance and bonds	10,400	30,613	(20,213)
Landscape contract	169,700	42,632	127,068
Landscape irrigation maintenance	45,100	7,637	37,463
Landscape maintenance & repairs	26,000	-	26,000
Landscape weed control	20,600	-	20,600
Legal services	95,000	12,009	82,991
Miscellaneous	4,000	250	3,750
Mosquito control	13,500	-	13,500
Newsletter and postage	10,000	1,728	8,272
Nonpotable water purchase usage	51,500	3,870	47,630
Open space maintenance / fire mitigation	25,000	-	25,000
Payroll taxes	710	115	595
Playground repairs and maintenance	10,300	-	10,300
Portable restrooms	4,000	1,158	2,842
Seasonal lights	14,420	-	14,420
Skate Park maintenance	5,000	-	5,000
Snow removal	41,200	28,250	12,950
Tree maintenance	102,600	15,250	87,350
Tree spraying	40,000	-	40,000
Utilities	15,500	2,602	12,898
<b>TOTAL EXPENDITURES</b>	<u>1,207,000</u>	<u>210,829</u>	<u>996,171</u>
<b>NET CHANGE IN FUND BALANCES</b>	(89,073)	306,966	396,049
<b>FUND BALANCES - BEGINNING</b>	<u>456,897</u>	<u>559,780</u>	<u>102,883</u>
<b>FUND BALANCES - ENDING</b>	<u>\$ 367,824</u>	<u>\$ 866,746</u>	<u>\$ 498,922</u>

SUPPLEMENTARY INFORMATION

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ROXBOROUGH VILLAGE METROPOLITAN DISTRICT  
SCHEDULE OF REVENUES, EXPENDITURES AND  
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL  
FOR THE THREE MONTHS ENDED MARCH 31, 2021

DEBT SERVICE FUND

	Annual Budget	Year to Date Actual	Variance
<b>REVENUES</b>			
Property taxes	\$ 739,155	\$ 362,095	\$ (377,060)
Interest income	5,217	473	(4,744)
<b>TOTAL REVENUES</b>	<u>744,372</u>	<u>362,568</u>	<u>(381,804)</u>
<b>EXPENDITURES</b>			
County Treasurer's fee	11,087	5,432	5,655
Paying agent fees	2,700	1,200	1,500
Bond interest - Series 1993	44,717	-	44,717
Bond interest - Series 2014	29,537	-	29,537
Bond principal - Series 2014	1,455,000	-	1,455,000
Bond principal - Series 1993	429,560	-	429,560
Contingency	2,466	-	2,466
<b>TOTAL EXPENDITURES</b>	<u>1,975,067</u>	<u>6,632</u>	<u>1,968,435</u>
<b>NET CHANGE IN FUND BALANCES</b>	(1,230,695)	355,936	1,586,631
<b>FUND BALANCES - BEGINNING</b>	<u>1,230,695</u>	<u>1,229,611</u>	<u>(1,084)</u>
<b>FUND BALANCES - ENDING</b>	<u>\$ -</u>	<u>\$ 1,585,547</u>	<u>\$ 1,585,547</u>

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ROXBOROUGH VILLAGE METROPOLITAN DISTRICT  
SCHEDULE OF REVENUES, EXPENDITURES AND  
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL  
FOR THE THREE MONTHS ENDED MARCH 31, 2021

CAPITAL PROJECTS FUND

	Annual Budget	Year to Date Actual	Variance
<b>REVENUES</b>			
Lottery proceeds	\$ 36,000	\$ 10,227	\$ (25,773)
<b>TOTAL REVENUES</b>	<u>36,000</u>	<u>10,227</u>	<u>(25,773)</u>
<b>EXPENDITURES</b>			
Accounting	25,000	-	25,000
Baseball field improvements	5,000	-	5,000
Contingency	30,000	-	30,000
District management	55,000	16,381	38,619
Engineering	40,300	816	39,484
Irrigation upgrades/replacement	100,000	84,280	15,720
Legal services	5,000	2,805	2,195
Master plan	100,000	25,492	74,508
Monument Sign	70,000	-	70,000
New Playground	350,000	-	350,000
Plant Nursery	30,000	-	30,000
Rec Center Conceptual Design	55,000	-	55,000
Rec Center GEO Tech	15,000	-	15,000
Rec Center Initial Design Work	110,000	-	110,000
Rec Center Sustainability Consulting	25,000	-	25,000
Spillway / embankment	75,000	10,581	64,419
Trails/bike path	55,000	-	55,000
Water rights enhancements	20,000	8,250	11,750
<b>TOTAL EXPENDITURES</b>	<u>1,165,300</u>	<u>148,605</u>	<u>1,016,695</u>
<b>NET CHANGE IN FUND BALANCES</b>	(1,129,300)	(138,378)	990,922
<b>FUND BALANCES - BEGINNING</b>	<u>1,291,649</u>	<u>1,593,341</u>	<u>301,692</u>
<b>FUND BALANCES - ENDING</b>	<u>\$ 162,349</u>	<u>\$ 1,454,963</u>	<u>\$ 1,292,614</u>

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT  
SCHEDULE OF REVENUES AND EXPENDITURES  
FOR THE THREE MONTHS ENDED MARCH 31, 2021

CHATFIELD FARMS

	Annual Budget	Year to Date Actual	Variance
<b>REVENUES</b>			
Property taxes	\$ 255,222	\$ 141,527	\$ (113,695)
TOTAL REVENUES	255,222	141,527	(113,695)
<b>EXPENDITURES</b>			
Accounting	8,250	3,163	5,087
Algae control	750	-	750
Auditing	780	-	780
Communications/website	2,250	52	2,198
Community events	5,250	-	5,250
Contingency	2,470	-	2,470
County Treasurer's fee	4,334	2,123	2,211
Directors' fees	1,200	227	973
District management	24,000	4,176	19,824
Dues and licenses	210	159	51
Election expense	7,500	-	7,500
Engineering	6,900	1,118	5,782
General repairs and maintenance	5,490	137	5,353
Graffiti removal/ vandalism	750	-	750
Insurance and bonds	1,950	4,623	(2,673)
Landscape contract	41,200	10,300	30,900
Landscape irrigation maintenance	6,770	-	6,770
Landscape maintenance & repairs	3,900	-	3,900
Landscape weed control	3,090	-	3,090
Legal services	14,250	1,813	12,437
Miscellaneous	600	-	600
Mosquito control	2,030	-	2,030
Newsletter and postage	1,500	-	1,500
Nonpotable water purchase usage	7,730	584	7,146
Portable restrooms	1,500	601	899
Seasonal lights	2,160	-	2,160
Skate Park maintenance	750	-	750
Snow removal	6,180	4,266	1,914
Tree maintenance	6,180	-	6,180
Utilities	2,330	-	2,330
TOTAL EXPENDITURES	172,254	33,342	138,912
NET CHANGE IN FUND BALANCES	82,968	108,185	25,217
FUND BALANCES - BEGINNING	728,736	611,139	(117,597)
FUND BALANCES - ENDING	\$ 811,704	719,324	\$ (92,380)
INTEREST ON SHORTFALL		14,058	
CAPITAL RESERVE CONTRIBUTION			
Annual Contribution - Prior Years		(391,604)	
Annual Contribution - Current Year		(31,198)	
		\$ 310,580	



**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT  
2021 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Services Provided**

The District, a quasi-municipal corporation and a political subdivision of the State of Colorado, was organized on July 10, 1985, and is governed pursuant to provisions of the Colorado Special District Act (Title 32, Article 1, Colorado Revised Statutes). The District's operates under a Service Plan approved by Douglas County on July 24, 1985. The District's service area is located in Douglas County, Colorado. The District was established to provide irrigation, drainage and storm facilities, street improvements, park and recreational facilities.

On September 3, 1985, the District's voters authorized total indebtedness of \$12,000,000 for the above listed facilities and powers. The authorization provided that the bonds would be subject to a maximum net interest rate of 15% per annum. At a special election on December 30, 1992, the District's voters authorized an additional \$14,000,000. The authorization provided that the bonds would be subject to a minimum mill levy for property taxes which increases from 16.0 mills in 1993 to 39.5 mills in 2005 through 2042 adjusted for changes in the State mandated assessment procedures and the levy must be sufficient to generate a minimum revenue as stated in the ballot question. On November 2, 2004, the District's voters authorized additional indebtedness in an amount not to exceed \$10,500,000 at an interest rate not to exceed 7% per annum. At December 31, 2017 the District had authorized but unissued indebtedness of \$475,000 for the purpose of debt refunding.

The budget is in accordance with the TABOR Amendment limitations, which were modified by the voters in an election held on November 6, 2001. District voters approved authorization for the District to retain and spend District revenues, from any lawful source, in excess of the spending, revenue raising, or other limitations in Article X, Section 20 of the Colorado constitution. Emergency reserves, required under TABOR have been provided.

The District has no employees and all administrative functions are contracted.

The District prepares its budget on the modified accrual basis of accounting in accordance with the requirements of C.R.S. 29-1-105 using its best estimates as of the date of the budget hearing. These estimates are based on expected conditions and its expected course of actions. The assumptions disclosed herein are those that the District believes are significant to the budget. There will usually be differences between the budget and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material.

**Revenues**

**Property Taxes**

Property taxes are levied by the District's Board of Directors. The levy is based on assessed valuations determined by the County Assessor generally as of January 1 of each year. The levy is normally set by December 15 by certification to the County Commissioners to put the tax lien on the individual properties as of January 1 of the following year. The County Treasurer collects the determined taxes during the ensuing calendar year. The taxes are payable by April or, if in equal installments, at the taxpayer's election, in February and June. Delinquent taxpayers are notified in August and generally sales of the tax liens on delinquent properties are held in November or December. The County Treasurer remits the taxes collected monthly to the District.

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT  
2021 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Revenues - (continued)**

The District's maximum Required Mill Levy for the Series 1993 Bonds is 73.109 mills, adjusted for changes in the ratio of actual value to assessed value of property within the District. Required Mill Levy means an ad valorem mill levy imposed upon all taxable property of the District each year in an amount sufficient to pay the principal, premium if any, and interest on the Bonds as the same become due and payable. For collections year 2021, the adjusted mill levy for debt service is 9.200 mills and for operations is 12.087 mills.

The calculation of taxes levied is displayed on the Property Tax Summary Information page of the budget using the adopted mill levy imposed by District.

**Specific Ownership Taxes**

Specific ownership taxes are set by the State and collected by the County Treasurer, primarily on vehicle licensing within the County as a whole. The specific ownership taxes are allocated by the County Treasurer to all taxing entities within the County. The budget assumes that the District's share will be equal to approximately 8% of the property taxes collected by both the General Fund and the Debt Service Fund.

**Net Investment Income**

Interest earned on the District's available funds has been estimated based on historical interest earnings.

**Expenditures**

**Administrative and Operating Expenditures**

Administrative and operating expenditures include the estimated services necessary to maintain the District's administrative viability such as management, legal, accounting, insurance, banking, meeting expense, repairs and maintenance and other operating expenses. Such expenses have been assumed to be at approximately the same levels as the prior year since no significant changes are anticipated in the level or scope of service.

**County Treasurer's Fees**

County Treasurer's fees have been computed at 1.5 % of property tax collections.

**Debt Service**

Principal and interest payments in 2021 are provided based on the debt amortization schedule from the Series 1993 Bonds and Series 2014 Loan (discussed under Debt and Leases).

**Capital Projects**

Anticipated expenditures for capital outlay are detailed on the Capital Project Fund page of the Budget.

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT  
2021 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Debt and Leases**

**Series 1993 Bonds**

The bonds are payable only from the revenue from the voter approved mill levy (December 1991 election) to generate a “guaranteed revenue” deposited directly to the Trustee and restricted for Series A and B, including interest earned on the cash deposited. The requirement for a replenishable reserve of \$50,000 ended in 2003. Any unpaid interest compounds semi-annually.

**1993 Series B Principal Only**

\$6,247,629 of principal bears interest at 10.41%, payable semiannually, and matures December 31, 2021. The Series B Principal Only Bonds are subject to mandatory redemption in increasing amounts in 2000 through 2021. The bonds are not callable at the option of the District.

**Series 2014 Loan**

\$6,390,000 General Obligation Refunding Tax-Free Loan, Series 2014, dated October 24, 2014, with interest of 2.03%. The Loan is payable semiannually and matures December 1, 2021 and is subject to mandatory redemption beginning in 2014 through 2021 in increasing amounts. The Loan is not subject to redemption prior to maturity.

	Balance at	Reductions		Balance at
	December 31, 2019	2020	2021	December 31, 2021
General Obligation Bonds				
Series 1993B - Principal Only	\$ 1,329,560	\$ 900,000	\$ 429,560	\$ -
Series 2014	2,330,000	875,000	1,455,000	-
Total	<u>\$ 3,659,560</u>	<u>\$1,775,000</u>	<u>\$1,884,560</u>	<u>\$ -</u>

The District has no capital or operating lease.

**Reserves**

**Emergency Reserves**

The District has provided for an Emergency Reserve fund equal to at least 3% of fiscal year spending, as defined under TABOR.

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT  
SCHEDULE OF DEBT SERVICE REQUIREMENTS TO MATURITY**

Year	1993 Series B (Note A) Principal Only Bonds Interest Rate 10.41% Principal Paid December 31 Interest Paid June 30 and December 31		2014 Series - \$6,390,000 General Obligation Refunding Tax-Free Loan October 24, 2014 Interest Rate 2.03% Interest Paid June 1 and December 1		Total		
	Principal	Interest	Principal	Interest	Principal	Interest	Total
2021	\$ 429,560	\$ 44,717	\$ 1,455,000	\$ 29,537	\$ 1,884,560	\$ 74,254	\$ 1,958,814
	\$ 429,560	\$ 44,717	\$ 1,455,000	\$ 29,537	\$ 1,884,560	\$ 74,254	\$ 1,958,814

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**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT**  
**Schedule of Cash Position**  
**March 31, 2021**  
**Updated as of May 11, 2021**

	<u>General Fund</u>	<u>Debt Service Fund</u>	<u>Capital Projects Fund</u>	<u>Total</u>
<b><u>FirstBank - Checking Account</u></b>				
Balance as of 03/31/21	\$ 50,195.46	\$ -	\$ -	\$ 50,195.46
Subsequent activities:				-
04/08/21 - ADP Payroll/taxes	(538.25)	-	-	(538.25)
04/14/21 - Transfer from Colostrust	92,783.00	-	107,217.00	200,000.00
04/15/21 - Roxborough Water Payment March	(1,290.15)	-	-	(1,290.15)
04/15/21 - ADP Payroll/taxes	(430.60)	-	-	(430.60)
04/22/21 - ADP Payroll/taxes	(538.25)	-	-	(538.25)
04/22/21 - IREA Payment	(819.65)	-	-	(819.65)
04/27/21 - Xcel Energy March	(20.93)	-	-	(20.93)
05/03/21 - Bill.com Payment	(92,848.41)	-	(111,262.95)	(204,111.36)
05/10/21 - IREA Payment	(131.85)	-	-	(131.85)
<i>Anticipated ADP Payroll/taxes - May</i>	(538.25)	-	-	(538.25)
<i>Anticipated Payables</i>	(42,167.14)	-	(7,690.90)	(49,858.04)
<i>Anticipated IREA Payment</i>	(668.56)	-	-	(668.56)
<i>Anticipated Roxborough Water payment</i>	(1,360.74)	-	-	(1,360.74)
<i>Anticipated Transfer from Colostrust</i>	58,263.15	-	11,736.85	70,000.00
<i>Anticipated Balance</i>	<u>59,888.83</u>	<u>-</u>	<u>-</u>	<u>59,888.83</u>
<b><u>Colostrust - Plus</u></b>				
Balance as of 03/31/21	852,379.83	971,890.70	1,578,944.72	3,403,215.25
Subsequent activities:				
04/02/21 - IREA Refund	585.11	-	-	585.11
04/09/21 - March PTAX	57,034.85	30,684.51	-	87,719.36
04/14/21 - Transfer to Checking	(92,783.00)	-	(107,217.00)	(200,000.00)
04/30/21 - Interest Income	47.55	110.94	-	158.49
05/10/21 - April PTAX	85,657.45	54,381.58	-	140,039.03
<i>Anticipated Transfer to Checking</i>	(58,263.15)	-	(11,736.85)	(70,000.00)
<i>Anticipated June 1 D/S Payment</i>	-	(14,768.50)	-	(14,768.50)
<i>Anticipated Transfer to UMB</i>	-	(227,447.92)	-	(227,447.92)
<i>Anticipated Balance</i>	<u>844,658.64</u>	<u>814,851.31</u>	<u>1,459,990.87</u>	<u>3,119,500.82</u>
<b><u>UMB - 1993 A &amp; B Bond Fund</u></b>				
Balance as of 03/31/21	-	582,970.83	-	582,970.83
Subsequent activities:				
04/30/21 - Interest Income	-	4.96	-	4.96
<i>Anticipated June D/S Payment</i>	-	(22,358.50)	-	(22,358.50)
<i>Anticipated Transfer from ColoTrust</i>	-	227,447.92	-	227,447.92
<i>Anticipated Balance</i>	<u>-</u>	<u>788,065.21</u>	<u>-</u>	<u>788,065.21</u>
<b><i>Anticipated Balances</i></b>	<b><u>\$ 904,547.47</u></b>	<b><u>\$ 1,602,916.52</u></b>	<b><u>\$ 1,459,990.87</u></b>	<b><u>\$ 3,967,454.86</u></b>

**Yield information (as of 04/30/20):**

First Bank - 0.0%

Colostrust Plus - 0.05740%

**ROXBOROUGH VILLAGE METRO DISTRICT**  
**Property Taxes Reconciliation**  
**2021**

	Current Year							Prior Year			
	Property Taxes	Delinquent Taxes, Rebates and Abatements	Specific Ownership Taxes	Interest	Treasurer's Fees	Net Amount Received	% of Total Property Taxes Received		Total Cash Received	% of Total Property Taxes Received	
							Monthly	Y-T-D		Monthly	Y-T-D
January	\$ 37,888.63	\$ -	\$ 12,904.78	\$ -	\$ (568.33)	\$ 50,225.08	2.22%	2.22%	\$ 51,417.22	2.53%	2.53%
February	727,901.87	-	11,032.71	-	(10,918.54)	728,016.04	42.56%	44.78%	770,614.81	42.52%	45.05%
March	72,025.94	-	16,751.34	22.81	(1,080.73)	87,719.36	4.21%	48.99%	70,389.11	3.52%	48.57%
April	128,063.20	(356.36)	14,234.93	18.49	(1,921.23)	140,039.03	7.47%	56.45%	151,956.43	6.87%	55.44%
May	-	-	-	-	-	-	0.00%	56.45%	136,830.81	9.23%	64.67%
June	-	-	-	-	-	-	0.00%	56.45%	649,033.71	33.79%	98.46%
July	-	-	-	-	-	-	0.00%	56.45%	32,201.29	0.96%	99.42%
August	-	-	-	-	-	-	0.00%	56.45%	17,508.76	0.35%	99.78%
September	-	-	-	-	-	-	0.00%	56.45%	15,757.39	0.05%	99.83%
October	-	-	-	-	-	-	0.00%	56.45%	14,808.13	-0.26%	99.57%
November	-	-	-	-	-	-	0.00%	56.45%	15,349.36	-0.06%	99.51%
December	-	-	-	-	-	-	0.00%	56.45%	14,012.63	0.00%	99.51%
<b>Total</b>	<b>\$ 965,879.64</b>	<b>\$ (356.36)</b>	<b>\$ 54,923.76</b>	<b>\$ 41.30</b>	<b>\$ (14,488.83)</b>	<b>\$ 1,005,999.51</b>	<b>56.45%</b>	<b>56.45%</b>	<b>\$ 1,939,879.65</b>	<b>99.51%</b>	<b>99.51%</b>

Taxes Levied	% of Levied	Property Taxes Collected	% Collected to Amount Levied	
General Fund	\$ 971,106	56.78%	\$ 548,235.30	56.45%
Debt Service Fund	739,155	43.22%	417,287.98	56.45%
<b>Total</b>	<b>\$ 1,710,261</b>	<b>100.00%</b>	<b>\$ 965,523.28</b>	<b>56.45%</b>

Chatfield Farms
\$ 163,100.01
-
<b>\$ 163,100.01</b>

**Specific Ownership Tax**

	Taxes Levied	% of Levied	Property Taxes Collected	% Collected to Amount Levied
General Fund	\$ 136,821	100.00%	\$ 54,923.76	40.14%
Debt Service Fund	-	0.00%	-	0.00%
<b>Total</b>	<b>\$ 136,821</b>	<b>100.00%</b>	<b>\$ 54,923.76</b>	<b>40.14%</b>

**Treasurer's Fees**

	Taxes Levied	% of Levied	Property Taxes Collected	% Collected to Amount Levied
General Fund	\$ 14,567	56.78%	\$ 8,226.93	56.48%
Debt Service Fund	11,087	43.22%	6,261.90	56.48%
<b>Total</b>	<b>\$ 25,654</b>	<b>100.00%</b>	<b>\$ 14,488.83</b>	<b>56.48%</b>

\$ 2,447.50
-
<b>\$ 2,447.50</b>

## Environmental Committee Update

### **Greenhouse:**

We met with Ermilo Chavez on the site to get a concrete foundation estimate. We will need to compare the concrete foundation estimate with the base kit foundation alternative. The greenhouse manufacturer has stated the greenhouse has the same wind rating with either foundation. Both foundations have pros and cons, so we'll need to weigh those before deciding. Jay has said he can do the greenhouse assembly, but he cannot do the permitting, general management, concrete foundation, or irrigation. However, it's likely together with the school's project manager, we can handle the permitting and general management. We're waiting to hear back from a few greenhouse contractors the greenhouse manufacturer recommended.

### **Crystal Lake:**

Barb from Roxborough Water has provided details about what restrictions we have with regard to maintaining a specific water level in Crystal Lake. From what she provided, we should be able to receive water within hours during a workday and a few days at the most in the event that Arrowhead golf course requests water at the same time. So, it does not seem that Roxborough Water would prevent us from maintaining a higher water level in the lake. Scott will be providing water depth data for the past few years which we'll analyze to find water surge information. Ideally, the maximum surge will be less than the volume between the planned water level and the drain. We'll use the surge data to determine any risks of losing purchased water going down the drain.

### **Smooth Brome Reduction:**

We're waiting for the smooth brome to get to near seed-setting stage and for the field to dry out a bit before doing the first mowing.

### **Bat Box:**

Jay said it would cost a lot more to get the bat box up while the ground was soggy, so we're going to wait until things are very dry to avoid unnecessary costs and minimize damage to the area when heavy equipment is brought in.

### **Tree Planting:**

We planted dozens of trees (mostly junipers, but some sumacs and plums) throughout the open space along Little Willow Creek.

### **Grass Carp/Pond and Creek Management:**

**1) Water testing:** We agreed that water testing at the outlets entering our ponds and creek would be beneficial in identifying our problem areas. The data may help identify possible solutions, but at the very least would allow us to convey to individual HOAs how their effluent compares to others. To do the data analysis effectively, we'd need several years of data to come to any definitive conclusions. In addition, we'd need to specifically gather data during high runoff periods to get meaningful data. Chantel Estes from the Roxborough school may be a good partner to gather the data since she'd be excited to involve the kids in the effort.

**2) Nutrient loading solutions:** We agreed that a multi-pronged approach would be best to help draw down the nutrient loads in the ponds while also providing wildlife benefits. As part of this approach, use of water lilies, emergent vegetation, and trees would help cool the water, suck up excess nutrients, and provide habitat. The risks that need to be balanced are that some species may spread to the point where removal may be necessary. In some cases, this may actually be beneficial by removing nutrients locked up in the plants.

**3) Erosion control:** The same vegetation approach mentioned above would similarly help some of the locations where we're experiencing erosion. However, some hardscaping may be necessary to prevent some of the erosion.

**4) Bacterial augmentation:** Some bacteria augmentation would be beneficial, but we should hold off with that until the spillway is redone. It's also likely that our extra rains and snowmelt will have helped wash away many of the excess nutrients, so we may not experience any issues for a while.

**5) Chemical treatment:** We agreed chemical treatments are not something we should be using, particularly since they can do more harm than good.

**Action Items from meeting with Aqua-Sierra:**

- 1) We will get Aqua-Sierra a map of the drainages into the open spaces
- 2) We will identify any other things to test the water for other than the obvious (pH, temp, NPK).
- 3) Aqua-Sierra will provide an estimate for the cost to do the water testing.
- 4) Sometime during the growing season, likely mid-July, we'll do an on-site visit to determine problem areas and propose solutions.
- 5) Aqua-Sierra will see if they can find a source for water lilies and contractors who may be able to plant them. The two species we want are *Nuphar lutea* ssp. *polysepala* (Rocky Mountain Pond Lily) and *Nymphaea odorata* (American White Water Lily).



## M E M O R A N D U M

MAY 11, 2021

TO: ROXBOROUGH VILLAGE METRO DISTRICT; CALVIN BROWN, ED WAGNER – METRO DISTRICT REC CENTER COMMITTEE; ANNA JONES

FR: BEN KELLY

RE: UPDATE ON REC CENTER TASK FORCE & COMMUNICATIONS

---

The Rec Center Task Force held their sixth and final meeting on May 10, culminating five months of meetings on a sequence of rec center subjects: of community demand and market analysis, facility programming and features, design and architecture, and financing. This memo outlines the key takeaways from the last two meetings on April 22 and May 10.

**FINANCING OVERVIEW**

At the April 22 meeting, the Task Force reviewed the financing structure for the recreation and community center conceptual design presented at the March 22 meeting: a 55,000 square foot facility with an estimated construction cost of \$37 million, which includes an indoor pool for year-round use, fitness-cardio center, fitness studios, and a gymnasium. The annual operating cost for this facility is estimated at \$1.9 million/year (in the first year). In the pro forma presented to the Task Force, the facility's construction would be financed by a mill levy of 33.665 mills, which at a home value of \$415,000, results in a homeowner's annual cost of \$998.94 (\$83.24 per month). On the operating side, the market analysis projects that the operating costs could be nearly covered by revenues from out-of-district memberships, fees from programs and activities, and facility rentals.

**TASK FORCE FEEDBACK**

Feedback from the task force during and after the April 22 meeting centered these key themes:

- **ALIGNMENT ON THE MOST DESIRED FEATURES:** In both the task force and previous community research, the most popular features for the potential facility have been the swimming pool (indoor, for year-round use), fitness-cardio, and a gymnasium that is dividable for multiple uses.
- **COMMUNITY PARK SITE:** The Task Force signaled support for Community Park as a good site for the facility. They also highlighted the importance of mitigating impacts to neighboring homeowners who have expressed concerns.
- **FINANCIAL PICTURE NEEDS MORE FOCUS:** The initial financial snapshot was at the upper edge of the Task Force's comfort level—and their feedback indicated a desire to reduce costs.
- **MORE ANALYSIS NEEDED ON REVENUE PROJECTIONS:** The Task Force encouraged more analysis on the revenue projections—especially from out-of-district memberships and fee/rental revenues—to increase confidence in the rec center's feasibility.

- **DESIGN:** Task force members were overall very positive about the design and site plan, though they encouraged further design work to reduce costs and ensure a good fit with the site.
- **COMMUNITY COMMUNICATIONS:** The Task Force commented that the most visible reactions—particularly on social media—have trended negative, and that it is important for the Metro District to be a trusted provider of accurate data and material on the process to combat misinformation.

### **REVISED DESIGN**

With this feedback from the Task Force on April 22, a revised design was presented on May 10 that sought to address the concerns about costs and financing. The new design reduced the size of the building by 10,000 square feet (a 19 percent reduction), with a building footprint that is 100 feet shorter in length but retains the large gym, a lap pool and a leisure/kids pool, and fitness-cardio space that meets the needs of the community.

A significant shift in this revised design is an increase in the buffer/setback from the north edge of Community Park and the Verandah Court and Filing 16B HOAs. The revised design moves the building's north end to 165 feet from park boundary (an increase of 105 feet), which also leaves substantially more room for winter sledding on the Community Park slope.

### **NEXT STEPS**

The Task Force discussed the revised design, what the changes mean for the project budget, and reviewed the next steps as the process moves onto the Metro District board. The general comments and recommendations described above remain front-and-center, and additional comments and guidance from the group include:

- Sharpen the communications around the mill levy calculations, particularly on how mill levy calculations with data from the Douglas County Assessor may not reflect current home prices in Roxborough Village.
- Emphasize the benefits of having fitness services, swimming, activities and social events nearby in Roxborough Village, as many residents (especially those with young children, but also seniors) travel far for those things.

**The presentation information from all Task Force meetings, plus meeting summaries, are posted on the Metro District's website at <https://www.roxboroughmetrodistrict.org/rec-center-task-force>. Any questions and comments on the Rec Center Task Force can be sent to [info@roxboroughmetrodistrict.org](mailto:info@roxboroughmetrodistrict.org) and we will respond within one business day. We encourage members of the community to submit questions, ideas and concerns.**

# Rec Center Task Force Meeting #6 – May 10, 2021



# TASK FORCE PROCESS

Overview & Orientation	Programming & Facility Options	Design	Financing	Wrap-up & Recommendations	Metro District Board
<p><i>Introductions</i></p> <p><i>Background</i></p> <p><i>Work-to-Date</i></p>	<p><i>Facility components</i></p> <p><i>Costs</i></p> <p><i>Revenue opportunities</i></p>	<p><i>Preliminary Finance</i></p> <p><i>Conceptual design and architecture</i></p> <hr/> <p><i>Conceptual design and architecture</i></p>	<p><i>Construction costs and operating costs</i></p> <p><i>Mill Levy</i></p> <p><i>Revenue</i></p>	<p><i>Summary</i></p> <p><i>Recommendations to RVMD Board</i></p>	<p><i>RVMD Board Review</i></p> <p><i>Public hearing</i></p> <p><i>Decision on TABOR Election</i></p>
<b>JANUARY 11</b>	<b>FEBRUARY 8</b>	<b>MARCH 1 &amp; MARCH 22</b>	<b>APRIL 22</b>	<b>MAY 10</b>	<b>JUNE &amp; JULY</b>



# AGENDA

<b>7:00pm (10 mins)</b>	<b>Convene, updates</b>
<b>7:10pm (5 mins)</b>	<b>Task Force feedback summary (Ben Kelly)</b>
<b>7:15pm (40 mins)</b>	<b>Revised conceptual design (Don Detlefs, Steve King) --Discussion</b>
<b>7:55pm (20 mins)</b>	<b>Business model considerations (Kimberly Armitage) --Discussion</b>
<b>8:15pm (15 mins)</b>	<b>Next steps (Ben Kelly) --Discussion</b>
<b>8:30pm</b>	<b>Adjourn</b>



# HEY, THANKS!



Winston Churchill

**“To improve is to change; to be perfect is to change often.”**

**“We make a living by what we get; we make a life by what we give. “**



**Roxborough Village**  
Metropolitan District  
— COLORADO —

# Agenda

Task Force feedback summary

Revised conceptual design

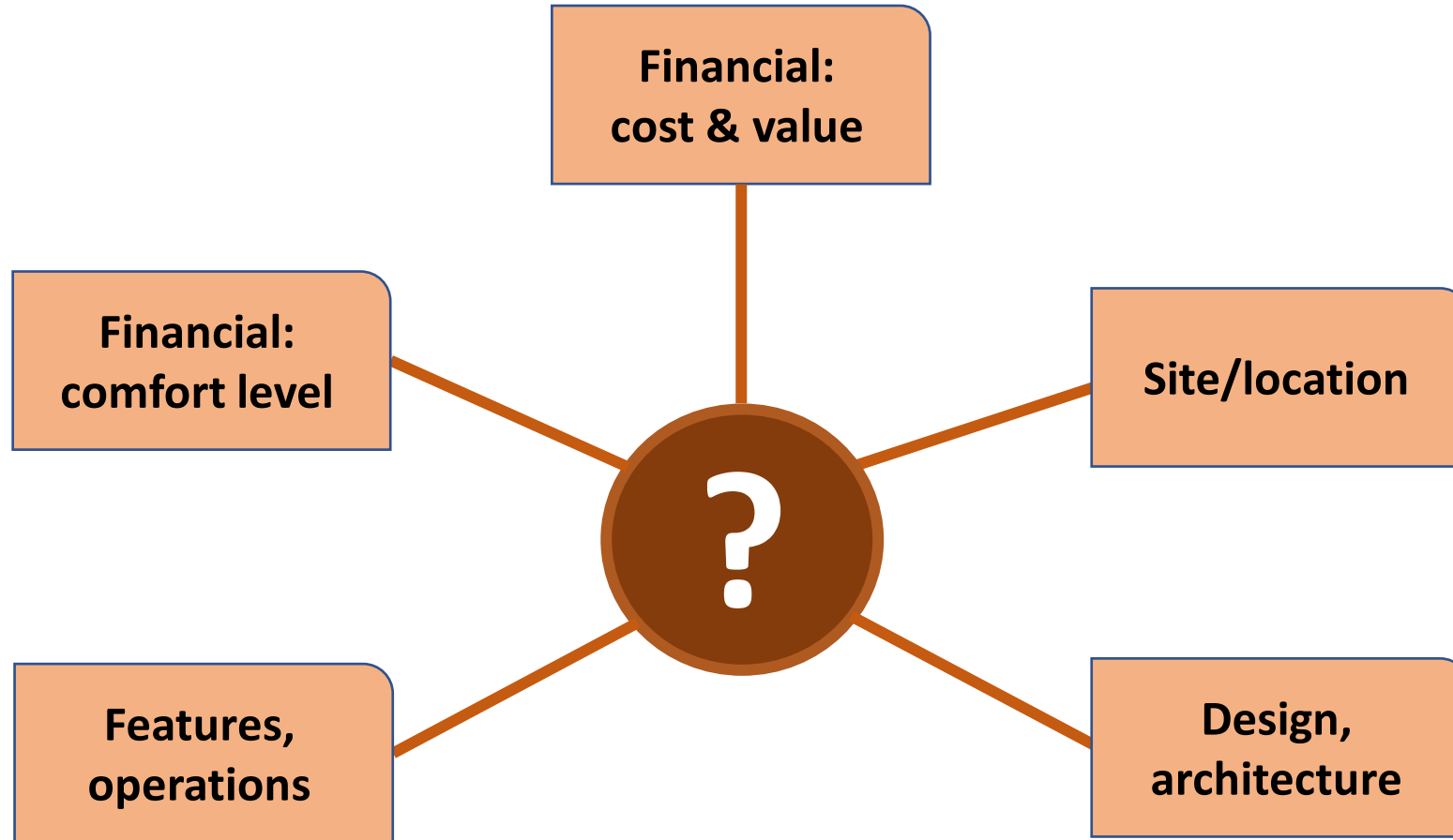
Business model considerations

Next steps



# Task Force feedback

*We asked for your feedback and recommendations in these subject areas*





# Task Force Feedback: Main Themes

**Swimming–fitness–gym  
components are most  
desired**

**Dial back the  
financials**  
Proposed range for  
55,000 s.f. design is at  
the edge of comfort  
level

**How can we reduce costs and  
still meet community needs?**  
Increase revenue, reduce construction  
& operating costs, seek out partners to  
share costs

**More analysis to  
increase confidence in  
financial assumptions**  
Out-of-district users and  
estimated revenues

**Keep refining the design**  
reduce costs, increase  
efficiency, mitigate impacts  
(construction, traffic, lighting,  
visual)

**Community  
communications**  
Correcting and clarifying  
misinformation



# Agenda

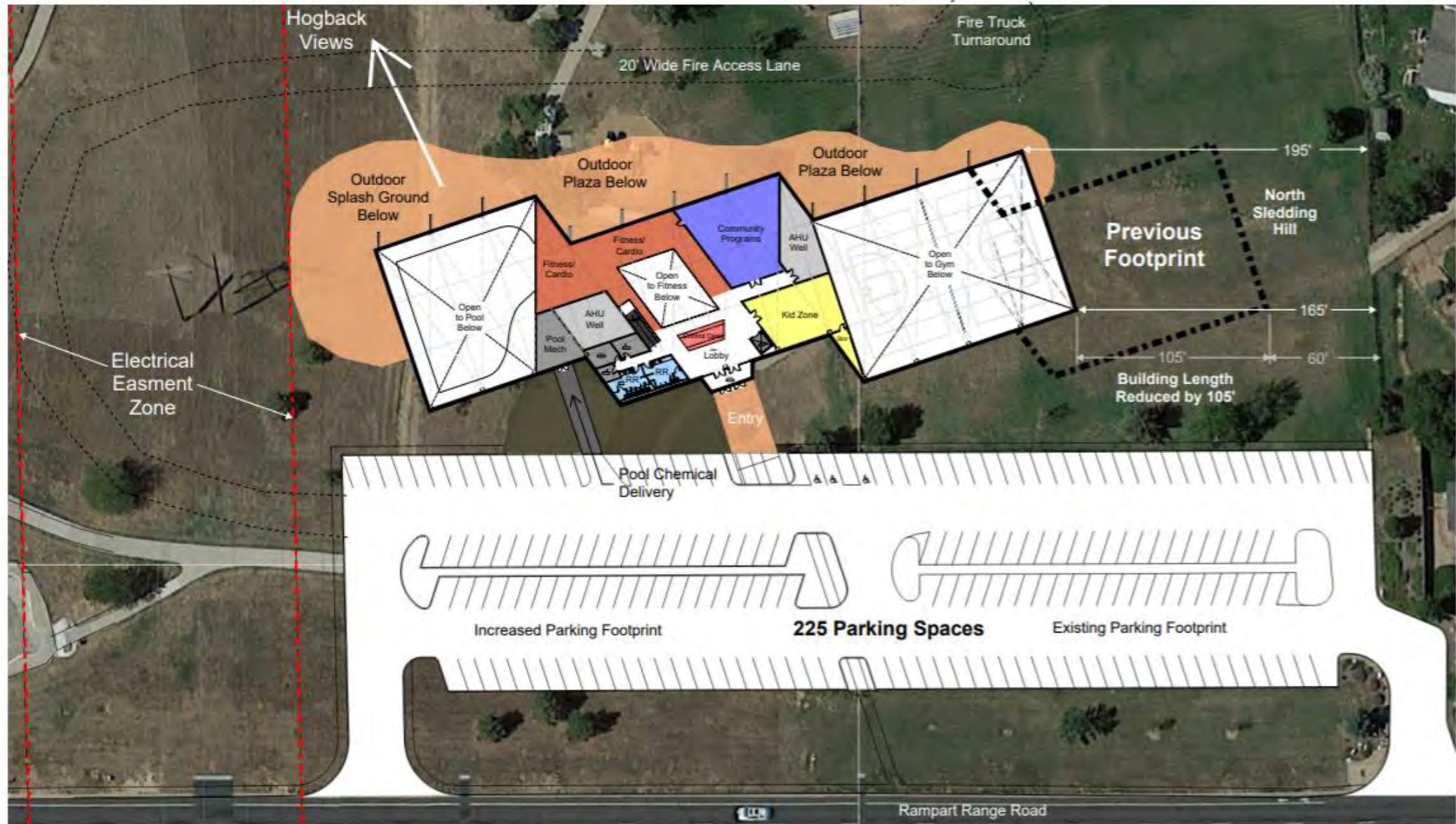
Task Force feedback summary

Revised conceptual design

Business model considerations

Next steps



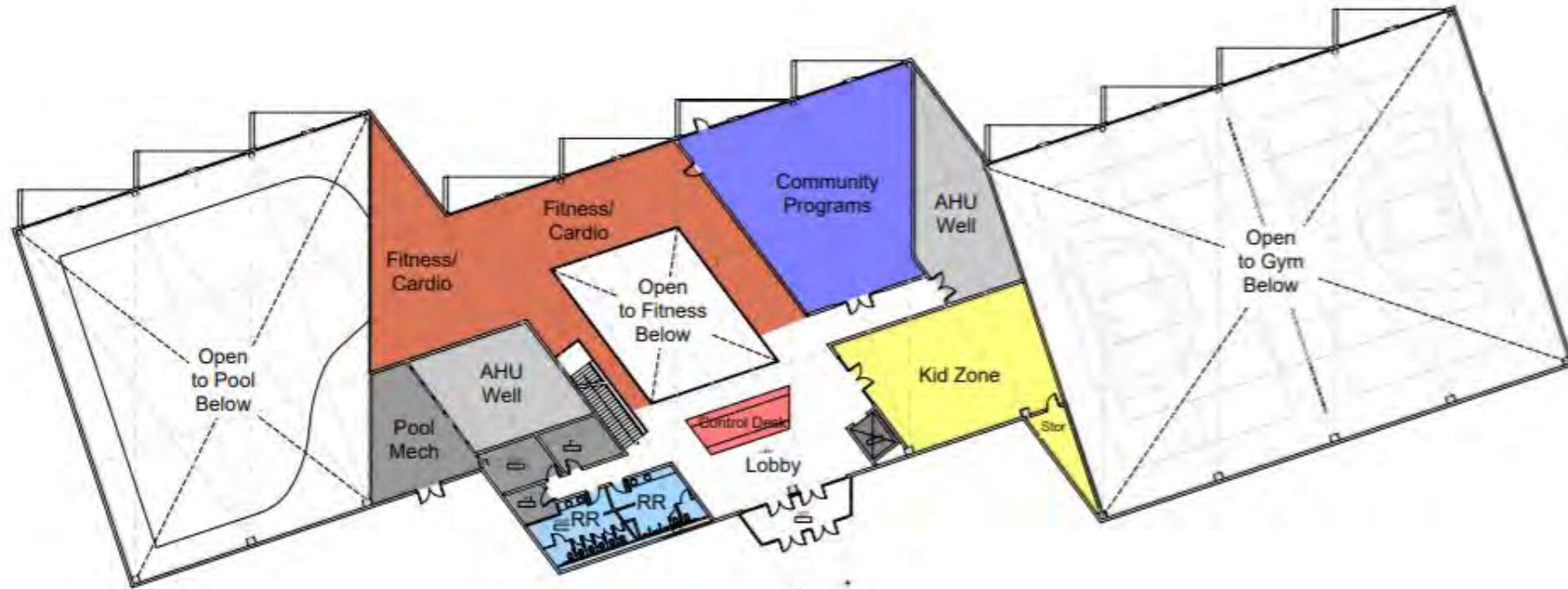


**Area Summary:**

Lower Level 32,959 sf

Upper Level 12,168 sf

Total Area: 45,127 sf

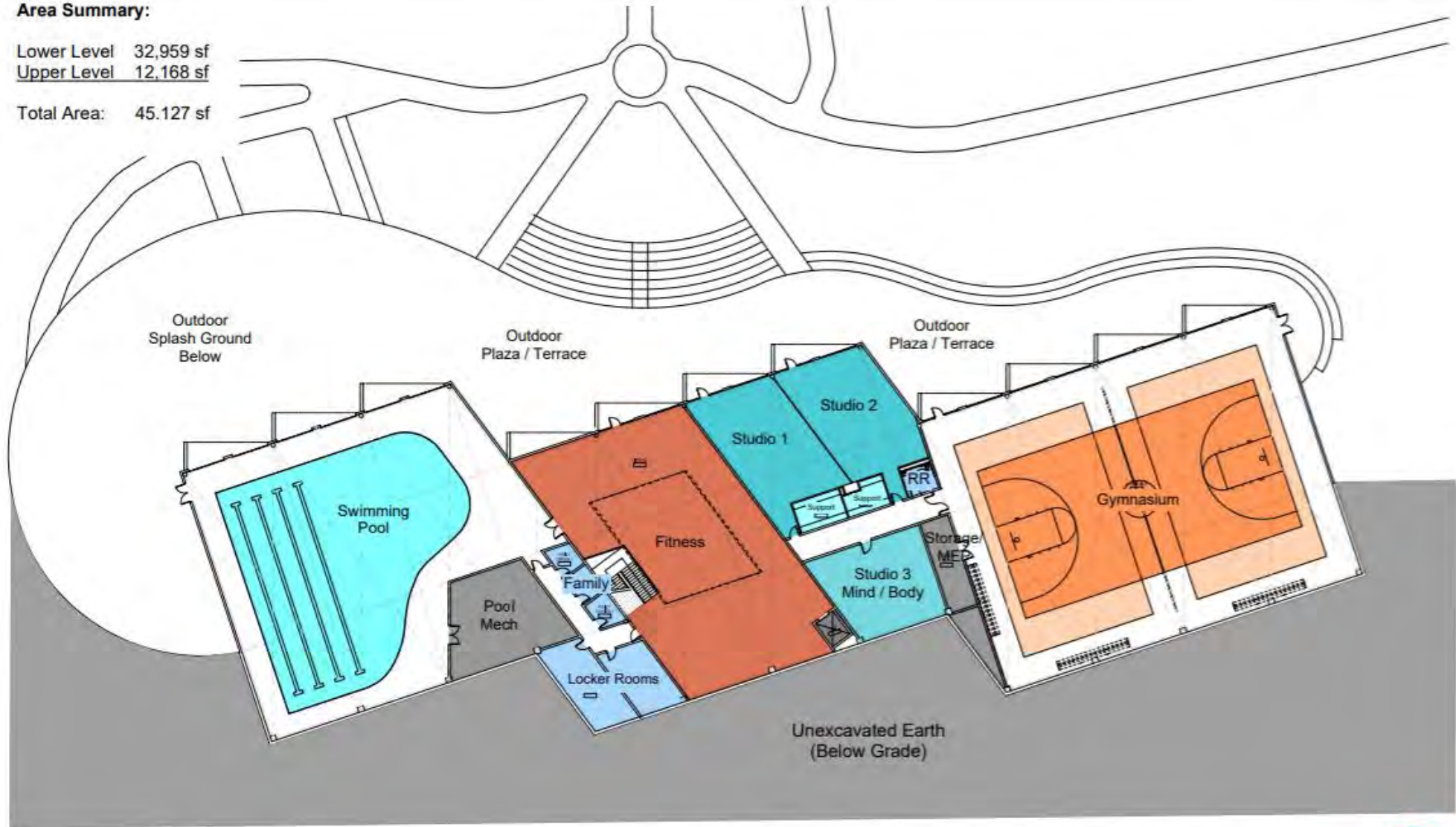


**Area Summary:**

Lower Level 32,959 sf

Upper Level 12,168 sf

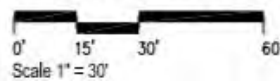
Total Area: 45.127 sf



**Perkins&Will**

May 10, 2021

**Lower Level**



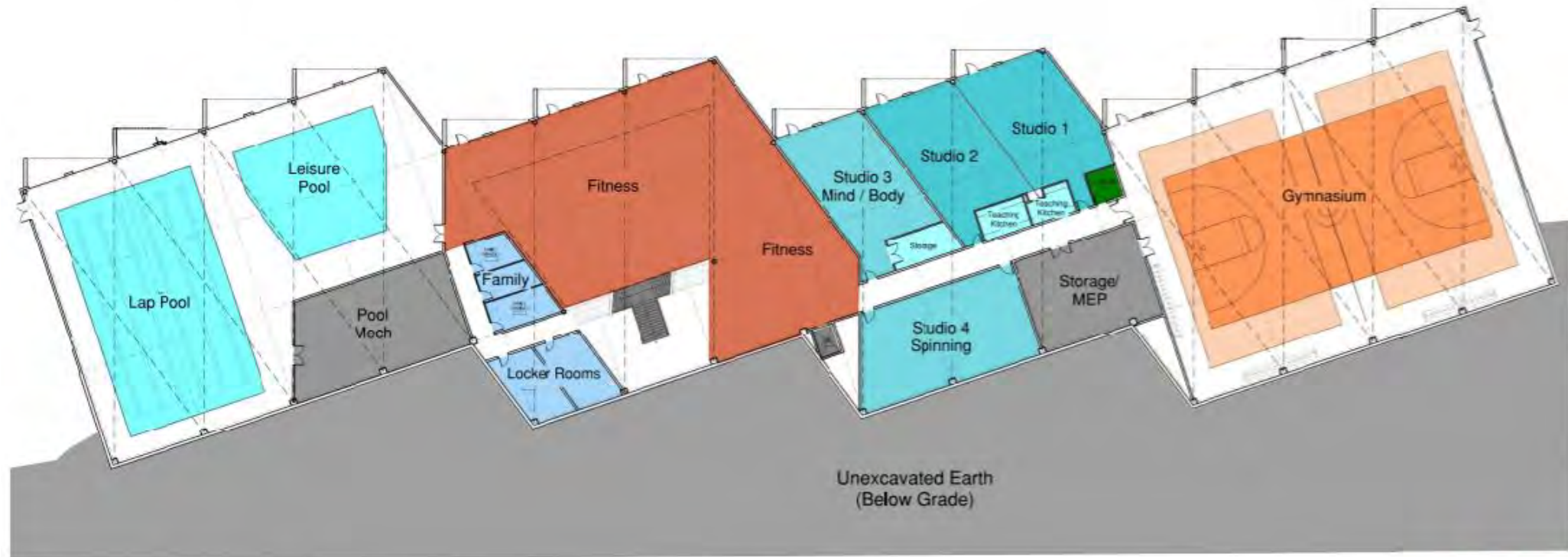
# PREVIOUS DESIGN FOR COMPARISON

## Area Summary:

Lower Level 42,432 sf

Upper Level 13,116 sf

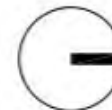
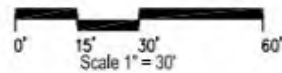
Total Area: 55,548 sf



**Perkins&Will**

March 22, 2021

**Lower Level**



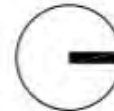
# PREVIOUS DESIGN FOR COMPARISON

## Area Summary:

Lower Level 42,432 sf

Upper Level 13,116 sf

Total Area: 55,548 sf



# Summary of key design revisions

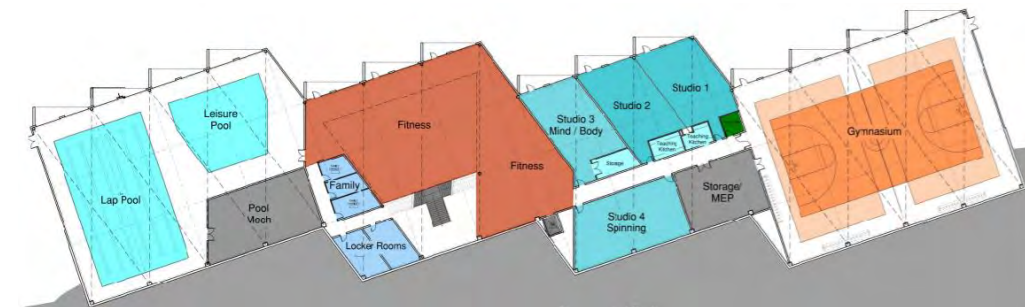
Site: increased setback from north park boundary from 60' to 165'; provides more room for sledding hill

Reduced footprint for pool facility with 4-lane lap pool alongside leisure pool

Fitness/cardio area reduced

4 fitness studios now 3 studios

Facility reduced overall by 10,000 square feet to 45,000 square feet





# Agenda

Task Force feedback summary

Revised conceptual design

**Business model considerations**

Next steps



# Business model considerations



# Business model considerations

## CONSTRUCTION

- Smaller facility reduces construction costs

## OPERATIONS

- Reduction in programmable space (fitness/studio, community spaces, swimming)
  - Changes to program and activity offerings
  - Revise program & operating cost models

## REVENUE

- Membership Penetration Analysis
  - Follow-up study of program, activities, market penetration
  - Analysis of out-of-district membership revenues



# Agenda

Task Force feedback summary

Revised conceptual design

Business model considerations

Next steps



# NEXT STEPS

## METRO DISTRICT BOARD PROCESS

- Metro District Board meetings (May 18, June 15, July 20)
- Feasibility Study, including analysis of business modeling and revenue projections

## OUTREACH

- Outreach through HOAs and community groups
- Community town hall

## INFORMATION

- FAQs updated every Tuesday, posted on Metro District website [www.roxboroughmetrodistrict.org/rec-center-task-force](http://www.roxboroughmetrodistrict.org/rec-center-task-force)
- Refer neighbors to Roxborough Village Metro District website for information
- Community questions & Comments: send email to [info@RoxboroughMetroDistrict.org](mailto:info@RoxboroughMetroDistrict.org)



Roxborough Village Metropolitan District

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**Recreation Center Task Force**

The application period for the Roxborough Village Rec Center Task Force closed on November 13th. The community-based Recreation Center Task Force will meet several times between January-May 2021, and provide their recommendations on a rec center that meets the community's needs and vision.

**Background:**

The Roxborough Village Metro District completed a long-range Master Plan process in 2019-2020. There was a great deal of interest from the community in exploring a recreation facility, and surveys were conducted that also indicated strong community support. Read more here in the recent [Metro District Newsletter](#).

The Metro District board of directors has authorized preliminary studies to explore options and see what is possible and feasible for the community. The Metro District board also



# APPENDIX

- Interior visuals – comparable facilities and features
- Roxborough Village mill levy summary
- Facility financing scenarios from April 22 meeting (55,000 s.f. conceptual design)



Child & youth space



Illustrative examples





**Community space-  
multipurpose**  
-community programs  
-teaching kitchen  
-flexible for fitness,  
meetings, events, classes

Community Space- multipurpose



Illustrative examples



**Roxborough Village**  
Metropolitan District  
— COLORADO —



Community Lounge space



**Community Lounge Space**  
-comfortable waiting, reception, small group meeting space

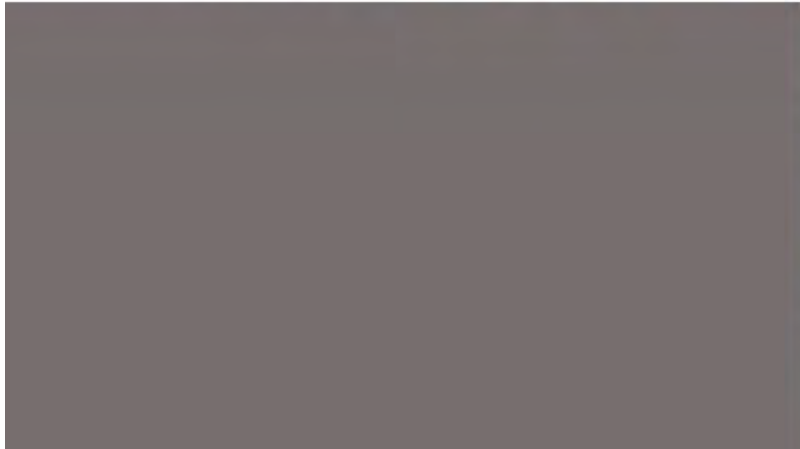
Conceptual design





### Gymnasium

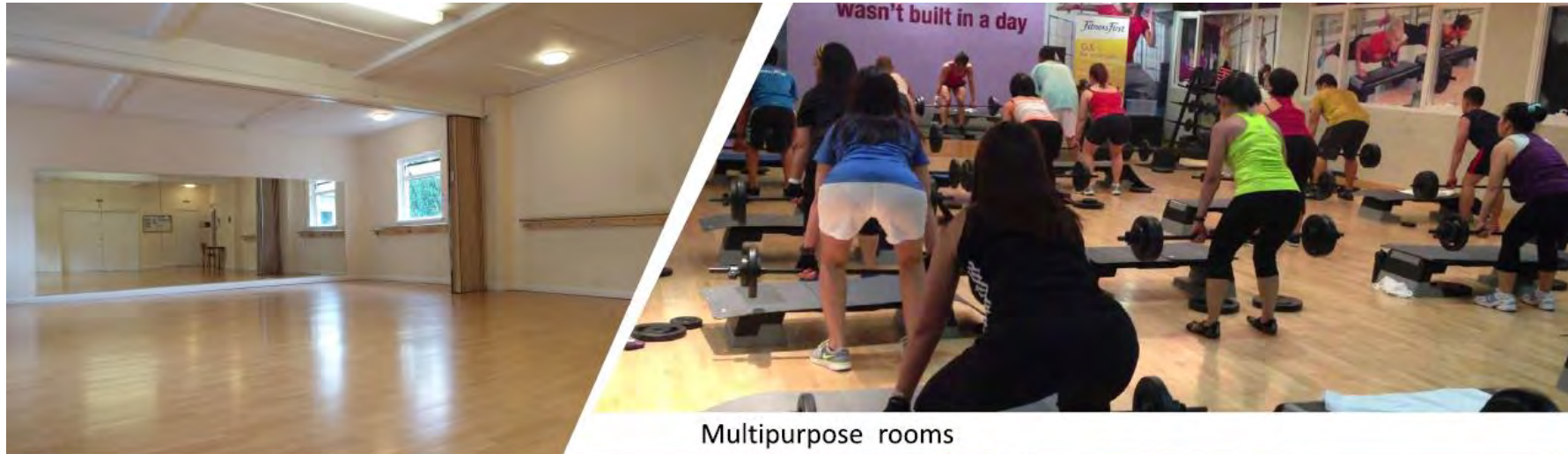
- 1 HS-sized court combined with 2 MS-sized courts
- divider for multi-purpose programming
- overhead-mounted gym equipment



Illustrative examples



**Roxborough Village**  
Metropolitan District  
— COLORADO —



Multipurpose rooms



Illustrative examples

**Multi-purpose rooms**  
-flexible spaces for  
fitness, cardio, yoga,  
meetings, events  
(weddings, graduation  
parties, receptions)



**Roxborough Village**  
Metropolitan District  
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**Fitness, cardio space**  
-balcony space with cardio equipment (bottom left)  
-natural light

Fitness / Cardio



Illustrative examples



Pool indoor leisure with lap pool to maximize Activities

## Swimming

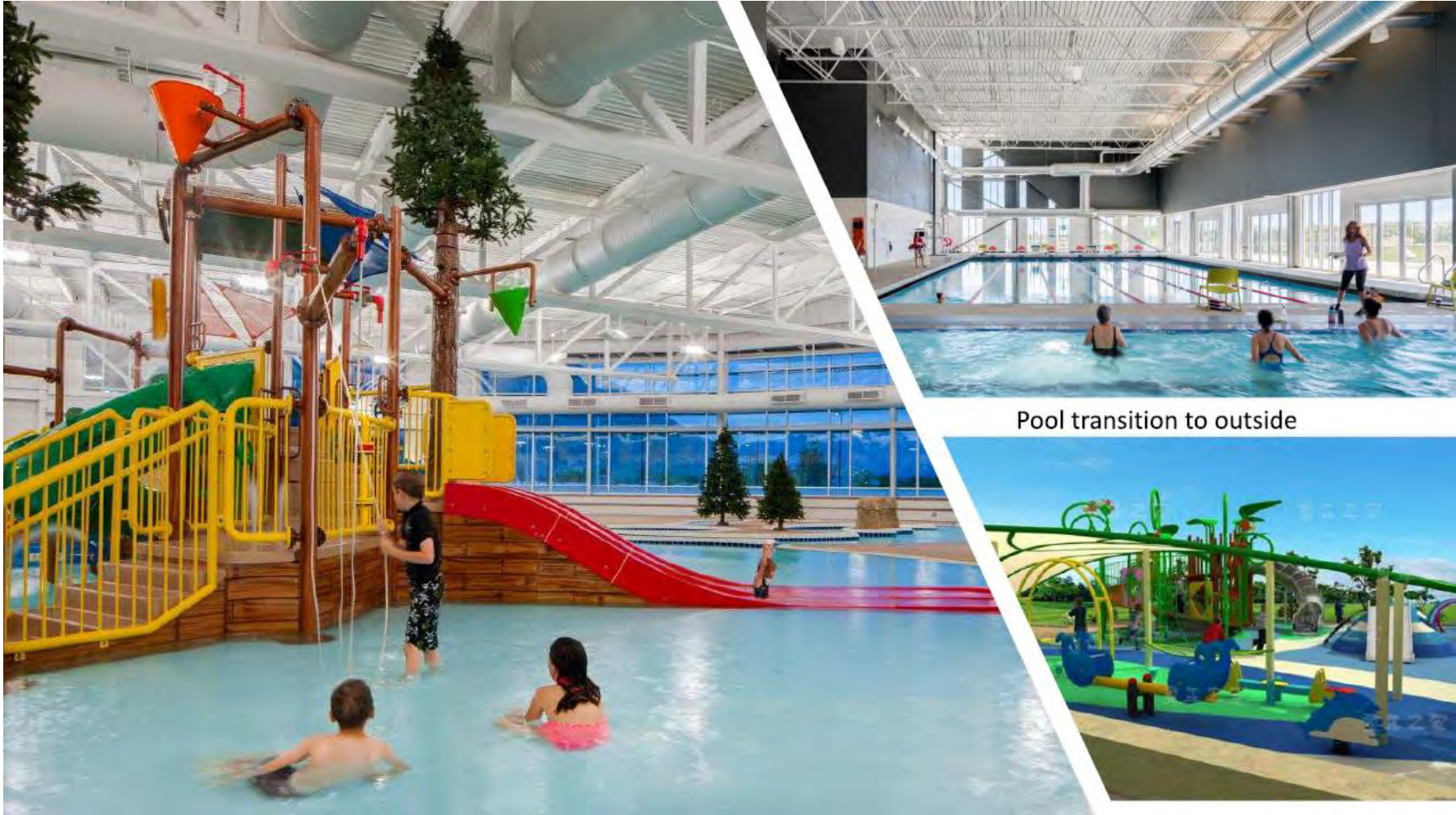
- year-round
- 6-lane lap pool and leisure pool combination
- natural light/views

- Roxborough concept calls for sliding glass doors opening to outdoors terrace area

Illustrative examples



**Roxborough Village**  
Metropolitan District  
— COLORADO —



**Swimming pool**  
-year round  
-play structure in zero entry leisure pool  
-natural light/views  
-pool transition to outside thru glass sliding doors

Pool transition to outside

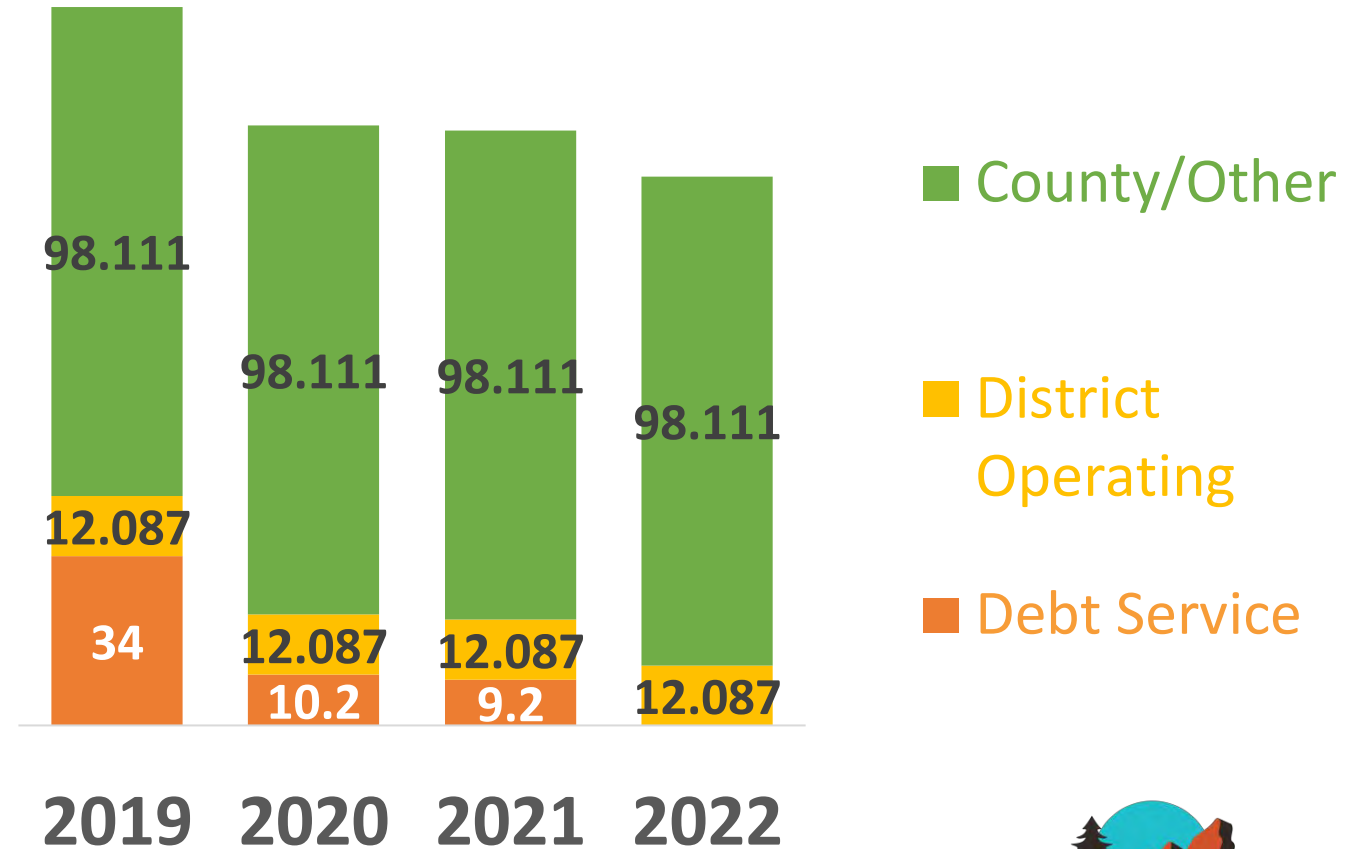
Illustrative examples



# Roxborough Village Mill Levy Amounts

*From Task Force Meetings #1 and #3*

- Roxborough Village Metro District general operating mill levy has been set at 12.087 since 1985
- RVMD mill levy for debt service decreased from 34 mills in 2019 to 10.2 mills in 2020 & 2021
- District's mill levy for District debt service is scheduled to be fully eliminated in 2022
- A recreation and community center would be financed through a dedicated mill levy, requiring approval of Roxborough Village Metro District voters



# Bringing It All Together: Two Scenarios

*From meeting #5 (4/22) - Estimated mill levies for capital and operating, and revenues, for 55,000 s.f. conceptual design  
For Discussion – not final*

20-year Financing Scenario (estimates)	
Mill Levy for Capital	40.354 mills
Operating Costs	\$1.9 million
Revenue – Memberships, Activities, Programs	<u>(\$1.876 million)</u>
Operating Gap to Finance	\$23,987
Operating Mill Levy	0.293 mills
<b>TOTAL MILL LEVY</b>	<b>40.696 mills</b>
<b>Cost (\$415,000 home)</b>	<b>\$1,207.56/year \$100.63/mo.</b>

30-year Financing Scenario (estimates)	
Mill Levy for Capital	33.665 mills
Operating Costs	\$1.9 million
Revenue – Memberships, Activities, Programs	<u>(\$1.876 million)</u>
Operating Gap to Finance	\$23,987
Operating Mill Levy	0.293 mills
<b>TOTAL MILL LEVY</b>	<b>33.958 mills</b>
<b>Cost (\$415,000 home)</b>	<b>\$1,006.32/year \$83.86/mo.</b>





## Roxborough Village Metro District: Rec Center Task Force

### Meeting Summary



The fifth meeting of the Roxborough Village Rec Center Task Force was held on Thursday, April 22. The agenda focused on financing, and presented scenarios for construction, operations and revenue. The presentation provided to the Task Force at this meeting can be found at [www.roxboroughmetrodistrict.org/rec-center-task-force](http://www.roxboroughmetrodistrict.org/rec-center-task-force). Here is a summary of the meeting:

#### **“What will it cost to build?” Construction costs estimate**

At the March 22 Task Force meeting, project architects from Perkins & Will presented an updated conceptual design for a 55,000 s.f. facility. At the April 22 meeting, a construction cost estimate was presented that totaled \$37.38 million to build a facility with that conceptual design, which includes site preparation, all interior and exterior construction and finishes, parking and site landscaping, fixtures and equipment, and other development costs (water tap fees, design and engineering, and contingency dollars to cover unforeseen expenses). Separately, to explore the potential for the rec center to be sustainable and “net zero” in energy generation and consumption, the construction cost estimate also projects a \$1.14 million cost for a rooftop solar power system, or a \$1.62 million cost to combine rooftop solar with a geothermal system to support the building’s heating and cooling requirements.

#### **“What will it cost to operate?” Operation costs estimate**

The Task Force also reviewed cost estimates to operate the 55,000 s.f. facility, which totals \$1.9 million annually. The operating cost estimate includes everything from staff wages, insurance, communications, utilities, equipment and repair costs, and other expenses that arise in operating a rec center.

In preparing the operating cost estimate, the facility’s hours of operation were aligned with those of other community and recreation facilities in the region, and not as a 24-hour facility. The operating plan also assumes 2 percent annual growth in operating costs.

#### **“What is the revenue potential?” Estimated revenues from membership, program and activity fees**

Prior task force meetings included reviews of the area demographics and potential market demand for a multi-functional recreation center that also features community

meeting and social gathering space, plus the revenue from memberships and fees from area residents who live outside the Metro District. The projections for a 55,000 s.f. facility (with the features of the current conceptual design) come to \$1.876 million in annual revenues from membership fees, activity and program fees, and event rentals. The outlines of the proposed operating plan include free access to Metro District residents for swimming, fitness classes and spinning classes, and reduced in-district rates for fee-based fitness classes, swim lessons and various community programs.

#### **“How will we pay for it?” Mill levy scenarios**

The primary source of funding to build the facility would be a mill levy (dedicated property tax), which would require voter approval among Roxborough Village residents. The preliminary calculations for a mill levy to finance the construction comes to a 33.665 mill levy (30-year financing term), which equates to \$998 per year (\$83 per month) for the average-value house in Roxborough Village. In the current modeling on the 55,000 s.f. facility, the facility’s operating cost would be nearly offset by membership, fee and rental revenues—however, the financing of the facility would require voter approval for a second mill levy as a resource to fund any difference between revenues and operating costs.

#### **What’s Next**

The feedback from the Task Force was highlighted by an interest in reducing construction costs, seeking out partnerships with area entities that could reduce project and operating costs, and exploring options in facility design and programming to mitigate the potential impacts on the neighbors nearest to the site. The next meeting on May 10 will focus on these recommendations from the Task Force and revisions to the conceptual design, and from there the process moves onto the Metro District board of directors.

For more information, visit the Rec Center Task Force page at [www.roxboroughmetrodistrict.org/rec-center-task-force](http://www.roxboroughmetrodistrict.org/rec-center-task-force). Questions and comments can also be sent to [info@RoxboroughMetroDistrict.org](mailto:info@RoxboroughMetroDistrict.org).

## **Memorandum**

From: Katie James  
To: Roxborough Village Metropolitan District  
Re: 2021 Tabor Election  
Date: 9/1/2020

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- 1- Election Day is Tuesday November 2, 2021. Must be either a coordinated election or a mail ballot election.
- 2- Entire official process begins with Election Resolution adopted by the Board, setting forth the TABOR ballot question, generally, estimated by May 2021.
- 3- Need assistance from bond counsel to draft the TABOR ballot question. Estimated involve bond counsel by June 2021 (get timing from specific bond counsel).
- 4- Entire official process begins with Election Resolution adopted by the Board, setting forth the TABOR ballot question.
- 5- July 25, 2021 (Sunday)/July 23, 2021 (Friday) is 100 days prior to election; must notify County Clerk and Recorder of participation in November coordinated election.
- 6- August 24, 2021 is 70 days prior to election; must enter into IGA with County Clerk and Recorder for November coordinated election.
- 7- September 3, 2021 is 60 days prior to election; DEO must certify contents of ballot and deliver to Clerk and Recorder.
- 8- September 17, 2021 is the Friday before the 45<sup>th</sup> day (September 18) before the election and all comments for and against the TABOE ballot issue must be received by the DEO, the DEO compiles summary of all comments and sends with other required information (TABOR Notice) either:
  - 1- October 3, 2021(Sunday)/October 1, 2021 (Friday) by mail 30 days prior to election; or
  - 2- September 20, 2021 to Clerk and Recorder 43 days prior to election, depending on type of election.
- 9- October 13, 2021, Notice published and posted regarding content and information for election 20 days prior to election.

# Roxborough Village

**RAMPART RANGE ROAD PLAYGROUND  
UPDATED CONCEPT**

MAY 2021

**LIVABLE  
CITIESTUDIO**

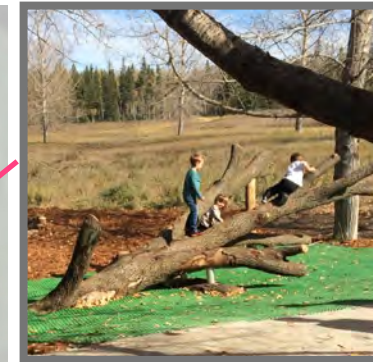
# PLAYGROUND - UPDATED CONCEPT



# PLAYGROUND FEATURES



Landscape Structures  
Swings



Nature's Instruments  
Sideways Tree Climber



Nature's Instruments  
Amorphous Log



Landscape Structures  
Large Themed Play Structure + Log



Nature's Instruments  
Stepping Rounds



Nature's Instruments  
Single Boulder Climber



# ROM COST ESTIMATE

Roxborough Village  
 Rampart Range Road Playground  
 Revised Concept Level Cost Estimate  
 5/18/2021  
 LIVABLE CITIES STUDIO

	Rampart Range Playground Improvement	Unit	Adjusted Unit Price	Quantity	Cost	List Cost	Makup	COMMENTS/QUESTIONS
<b>GENERAL REQUIREMENTS</b>								
	Erosion and Sedementation Control	LS	\$5,000.00	1	\$5,000.00			Allowance
<b>SITE WORK</b>								
	DEMO: Clearing and Grubbing (Remove Existing Grasses and Surface Conditions)	SF	\$0.80	9,840	\$7,872.00			
	DEMO: Remove Existing Concrete Trail	SF	\$3.00	2,616	\$7,848.00			
	<b>subtotal</b>				<b>\$20,720.00</b>			
<b>CONCRETE</b>								
	Concrete Paving (Realigned Trail)	SF	\$10.00	2,776	\$27,760.00			
	Steel Edger	LF	\$4.00	400	\$1,600.00			
	Crusher Fines ( Outdoor Classroom + East Walking Path)	SF	\$3.50	1,176	\$4,116.00			
	Edger (8" Mow Strip)	LF	\$58.00	64	\$3,712.00			
	ADA Playground Ramp	EA	\$1,500.00	2	\$3,000.00			
	<b>subtotal</b>				<b>\$40,188.00</b>			
<b>FURNISHINGS</b>								
	Trash	EA	\$1,100.00	1	\$1,100.00			
	Benches	EA	\$1,000.00	2	\$2,000.00			
	<b>subtotal</b>				<b>\$3,100.00</b>			
<b>PLAYGROUND EQUIPMENT</b>								
	Landscape Structures RMRP - Large Structure + Swings + Add'l Elements	EA	\$120,000.00	1	\$120,000.00			
	Nature Instruments - Sideways Tree Climber	EA	\$20,000.00	1	\$20,000.00			
	Nature Instruments - Stepping Rounds	EA	\$2,000.00	1	\$2,000.00			
	Nature Instruments - Single Boulder	EA	\$12,000.00	1	\$12,000.00			
	Nature Instruments - Amourphous Log	EA	\$12,000.00	1	\$12,000.00			
	<b>subtotal</b>				<b>\$166,000.00</b>			
<b>EXTERIOR IMPROVEMENTS</b>								
	Finish Grading	SF	\$0.60	9,840	\$5,904.00			
	Soil Preparation - (6" depth)	CY	\$25.00	88	\$2,194.44			
	Deciduous Tree, (2.5" cal.)	EA	\$750.00	14	\$10,500.00			
	Shrubs, Deciduous (5 gal)	EA	\$45.00	263	\$11,850.00			
	Ornamental Grasses and Perennials (1 gal)	EA	\$20.00	263	\$5,266.67			
	Shrub Bed Mulch	SF	\$1.25	4,740	\$5,925.00			
	Irrigation	SF	\$3.00	4,740	\$14,220.00			
	Enginnered Wood Mulch	SF	\$1.50	3,924	\$5,886.00			
	Natural Rock Boulders	EA	\$650.00	35	\$22,750.00			
	<b>subtotal</b>				<b>\$84,496.11</b>			
	<b>SUBTOTAL</b>				<b>\$314,504.11</b>			
	<b>MOBILIZATION &amp; DEMOBILIZATION (10% of subtotal)</b>				<b>\$31,450.41</b>			
	<b>TOTAL</b>				<b>\$345,954.52</b>			
	<b>Target Budget</b>				<b>\$350,000.00</b>			
	<b>Total Over or Under Budget</b>				<b>\$4,045.48</b>			
	<b>Percent Over or Under Budget</b>				<b>1%</b>			
	<b>Owner Contingency (10%)</b>				<b>\$31,450.41</b>			
	<b>TOTAL</b>				<b>\$377,404.93</b>			

## Herschberg, Natalie

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**From:** Matt Jakubowski <mjakubow@douglas.co.us>  
**Sent:** Monday, April 19, 2021 7:46 AM  
**To:** Jones, Anna  
**Cc:** Herschberg, Natalie  
**Subject:** [External] Douglas County eReferral Due 5/18/21 (DR2021-002)  
**Attachments:** REFERRAL RESPONSE REQUEST FOR REVIEW - COMBINED.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

**Think Security – This email originated from an external source. Be cautious with any links or attachments.**

Anna,

Due to COVID-19 Douglas County is not sending out paper referral packets. I understand that you are contact/rep for the Roxborough Village Metro District. See the attached electronic referral packet for the below:

*There is an eReferral for your review. Please use the following link to log on to your account:*  
<https://apps.douglas.co.us/planning/projects/Login.aspx>

*Project Name: 2040 Comprehensive Master Plan Amendment – Louviers Rural Community*  
*Project File #: DR2021-002*

*Project Summary: Staff received a request to amend Policy 4-21.3 within Section 4, Rural Communities of the 2040 Douglas County Comprehensive Master Plan (CMP). The policy applies to the Louviers Rural Community (LRC). The intent of the request is to clarify consistency of Policy 4-21.3 with CMP policies in both the LRC and Section 4. An amendment would assist in interpretation of the CMP for proposals within the LRC.*

*This referral will close on Tuesday, May 18, 2021.*

If you have any questions, please contact me.

Sincerely,

**Matthew Jakubowski, AICP** | Chief Planner  
**Douglas County Department of Community Development**  
**Planning Services Division**  
**Address** | 100 Third St., Castle Rock, CO 80104  
**Phone** | 303-660-7460  
**Email** | [mjakubow@douglas.co.us](mailto:mjakubow@douglas.co.us)



www.douglas.co.us

Department of Community Development  
Planning Services

## REFERRAL RESPONSE REQUEST – CMP AMENDMENT

Date sent: April 13, 2021Comments due by: **May 18, 2021**

Fax: 303.660.9550

**Project Name:** 2040 Comprehensive Master Plan Amendment – Louviers Rural Community

**Project File #:** DR2021-002

**Project Summary:** Staff received a request to amend Policy 4-21.3 within Section 4, Rural Communities of the *2040 Douglas County Comprehensive Master Plan (CMP)*. The policy applies to the Louviers Rural Community (LRC). The intent of the request is to clarify consistency of Policy 4-21.3 with CMP policies in both the LRC and Section 4. An amendment would assist in interpretation of the CMP for proposals within the LRC.

Information on the identified development proposal located in Douglas County is enclosed. Please review and comment in the space provided.

<input type="checkbox"/> No Comment	
<input type="checkbox"/> Please be advised of the following concerns:	
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <hr style="border: 0; border-top: 1px solid black; margin-top: 5px;"/>	
<input type="checkbox"/> See letter attached for detail.	
<b>Agency:</b>	<b>Phone #:</b>
<b>Your Name:</b>	<b>Your Signature:</b>
<i>(please print)</i>	<b>Date:</b>

Agencies should be advised that failure to submit written comments prior to the due date, or to obtain the applicant's written approval of an extension, will result in written comments being accepted for informational purposes only.

Sincerely,

*Matthew A. Jakubowski*  
Matthew Jakubowski, Chief Planner

Enclosure





April 1, 2021

Terence Quinn, AICP  
 Community Development Director  
 Douglas County  
 100 Third Street  
 Castle Rock, CO 80104

Re: Proposal - Staff Initiated 2040 Comprehensive Master Plan Amendment

Dear Mr. Quinn,

Cornerstone Insight represents NL Range, LLC. in connection with an application to rezone 399 acres of real property in unincorporated Douglas County, located in the Louviers Rural Community, Section 4, of the 2040 Comprehensive Master Plan (CMP). The property is commonly known as Cotterel Farms. The application in process is Project File ZR2020-023, Range Planned Development.

The Applicant requests that the county staff initiate a CMP Amendment to one Policy within the Louviers Rural Community, Section 4. A staff-initiated CMP amendment to POLICY 4-2I.3, as amended would read:

*POLICY 4-2I.3*

*Support consolidation of agriculturally-zoned parcels east of US Highway 85 for:*

- *Clustered residential development that is complementary to the character of the Louviers Village.*
- *Density that is similar to, but not greater than, that of the Louviers Village.*

The Range PD application as submitted with the proposed densities, is capable of meeting the applicable Objectives, Goals and Policies within the Louviers Rural Community Section of the CMP. Without a CMP amendment to POLICY 4-2I.3, it would be very difficult for any land use application with lower density on this parcel to achieve “consistency with”, compliance with” or “general conformance with” several of the most important Louviers Rural Community Objectives, Goals and Policies, specifically Policies within OBJECTIVE 4-2E, OBJECTIVE 4-2F, OBJECTIVE 4-2G and OBJECTIVE 4-2H.

An amendment would resolve conflicting policy interpretations and provide greater clarity related to an allowed density within the Louviers Rural Community Section 4 of the CMP. The Range PD application

as submitted with the proposed densities, along with an amendment to Policy 4-21.3, would pave the way for significant infrastructure progress along the US Highway 85 corridor, especially in regard to water/sewer infrastructure, service availability, and water quality within the region.

An amendment to POLICY 4-21.3 would also establish that certain urban levels of residential density on the east side of US Highway 85 in the Louviers Rural Community are allowed by the Comprehensive Master Plan. With that, the area would no longer be considered an Area of State Interest related to New Communities, and a 1041 Permit would not be necessary for the Range PD.

On behalf of NL Range, LLC., we respectfully request that the county staff initiate a CMP amendment to POLICY 4-21.3, as stated above. Please refer to the Range PD application Section 1507.09 (CMP Compliance), for narratives related to the Range PD application, the parcel, and this request.

Sincerely,



Jill Repella

President

Cornerstone Insight

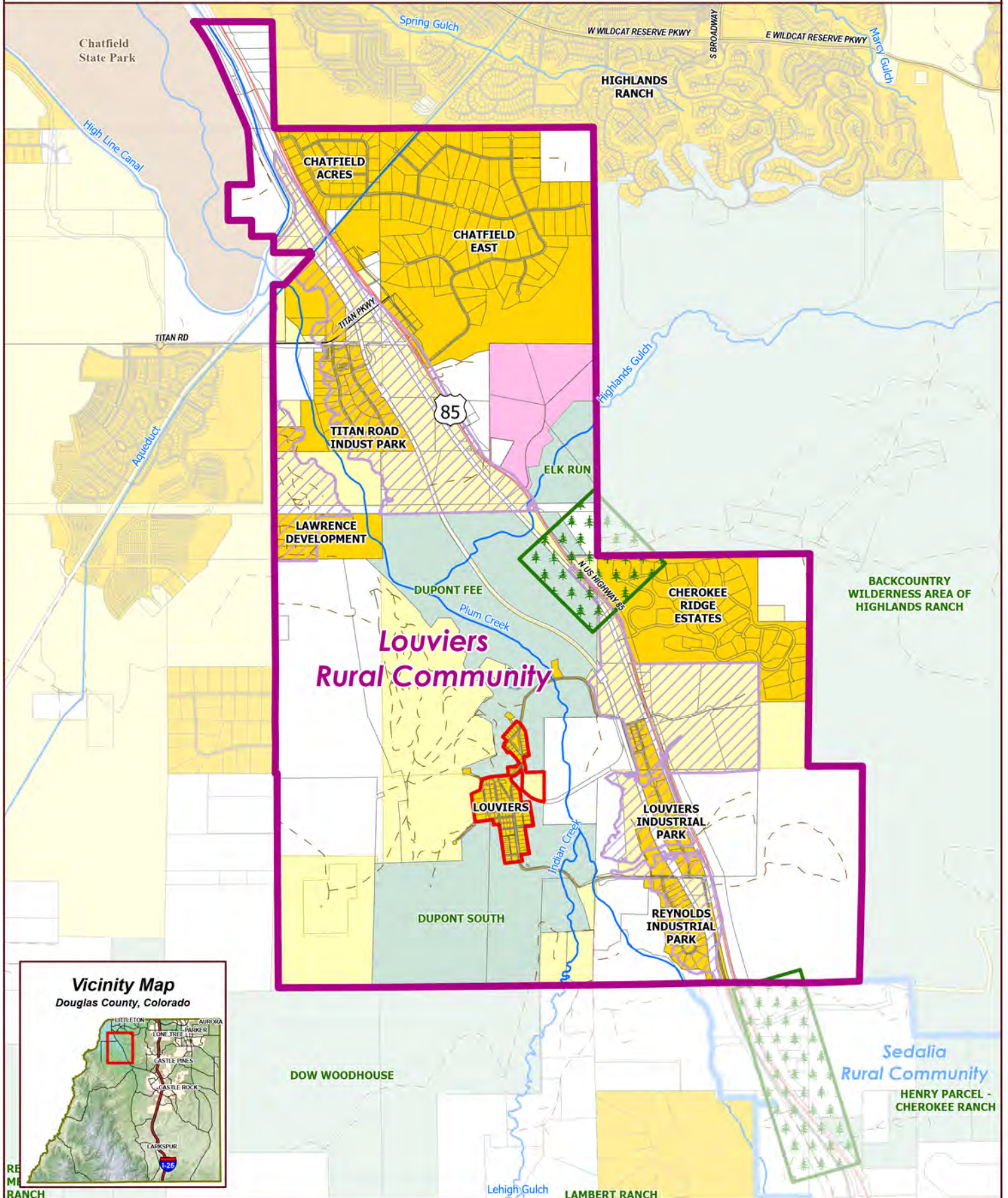
10129 Summit View Pointe

Highlands Ranch, CO 80126

[jrepella@cornerstoneinsight.com](mailto:jrepella@cornerstoneinsight.com)

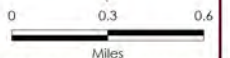
303-807-7087

Cc: Darwin Horan  
Bryan Horan  
Wayne Forman  
Steve Koster  
Curt Weikunat  
Matt Jakubowski



- |                              |                            |            |               |              |
|------------------------------|----------------------------|------------|---------------|--------------|
| Louviers Rural Community     | Sedalia Rural Community    | Open Space | Streams       | Local Road   |
| Louviers Village Area        | Subdivisions               | Parks      | US Highway    | Private Road |
| Wildlife Crossing Area       | Thirty-five Acre Divisions | Parcels    | State Highway | Major Road   |
| Industrial Development Nodes | Zoned, Unsubdivided        | Lakes      |               |              |

Note:  
For information pertaining to Douglas County GIS Data, see Land Use Map 1.1 for disclaimer.



**POLICY 4-2H.2**

Consolidate access points along US Highway 85 to improve safety and create a coordinated road network.

**POLICY 4-2H.3**

Encourage development patterns that support potential mass transit service along the US Highway 85 corridor.

**POLICY 4-2H.4**

Support provisions for a shared-use regional trail and bike path in the US Highway 85 corridor, with connections to existing and proposed regional and local trails in the county.

**OBJECTIVE 4-2I**

ENHANCE AND SUPPORT OPEN SPACE-RELATED USES IN THE US HIGHWAY 85 CORRIDOR.

**POLICY 4-2I.1**

Support the continued use of agriculturally-zoned properties on the east side of US Highway 85.

**POLICY 4-2I.2**

Rezoning of agriculturally-zoned land on the east side of US Highway 85 to Industrial or Commercial zone districts or uses is inconsistent with the intent of this section.

**POLICY 4-2I.3**

Support consolidation of agriculturally-zoned parcels east of US Highway 85 for ~~low density,~~ **- C clustered residential development.**

**that is complementary to the character of the Louviers Village.**

**- Density that is similar to, but not greater than, that of the Louviers Village.**

**OBJECTIVE 4-2J**

SUPPORT AND PRESERVE EXISTING WILDLIFE MOVEMENT CORRIDORS THAT CONNECT EXISTING OPEN SPACE AND WILDLIFE HABITAT AREAS.

**POLICY 4-2J.1**

Support the construction of a wildlife underpass and crossings for large mammals, consistent with CDOT requirements and recommendations in the I-25 and US 85 FEIS.

**POLICY 4-2J.2**

Encourage conservation easements on private land situated adjacent to major wildlife crossings on US Highway 85.

**OBJECTIVE 4-2K**

PRESERVE HISTORIC RESOURCES IN THE US HIGHWAY 85 CORRIDOR.

**POLICY 4-2K.1**

Encourage the restoration and renovation of the historic “company town” architecture and the established landscaped street and open space pattern in Louviers.

**POLICY 4-2K.2**

Discourage the demolition and replacement of existing historic residences and buildings in Louviers.

**POLICY 4-2K.3**

Ensure that land use development and design proposals in the vicinity of the Louviers Village meet the intent of preserving the unique company town character and historic heritage.

**POLICY 4-2K.4**

Encourage architecturally-sensitive additions to complement historic structures in Louviers, consistent with National Trust for Historic Preservation guidelines.

**SEDALIA**

The rural community of Sedalia has its earliest roots in its role as a transportation and resource shipment point. Prior to settlement of the area, early residents and visitors were Native American Ute and Arapahoe tribes, followed by trappers and explorers of the traditional European settlement of the West. The relative ease of developing timber resources led to the establishment of a sawmill in the area of Riely’s Hill, on Daniels Park Road. The developed lumber resources were shipped regionally and utilized for early construction in the burgeoning towns and cities along the eastern slope of the Rocky Mountains.

By 1865, Judge J. J. Craig owned the land area upon which the existing community sits. Known as Corral or Round Corral, the area was a holding and shipping point for cattle. After the end of the Civil War, additional settlement and homesteading of the area increased as farming and ranching opportunities offered attractive livelihoods.



**Extra Work Proposal****5/10/2021**Total: **\$4,050.00****CONDITIONS OF CONTRACT***THESE CONDITIONS ARE A PART OF YOUR CONTRACT.***CONTRACT SPECIFICATIONS & LIMITATIONS**

All material is guaranteed to be as specified in this contract; Metco Landscape, Inc. only uses premium quality materials. All work shall be completed using sound practices and in a workmanlike manner and shall conform to local building codes and regulations set forth by the town in which the work is being performed. Any alteration or deviation from specifications involving extra costs will be executed only upon written confirmation, and will become an extra charge over and above the base contract price. All agreements are contingent upon accidents, weather or delays beyond our control. Our workers are fully covered by Worker's Compensation Insurance.

Unit Prices – The Base Contract price, if any is set forth, is the only guaranteed price in this contract. Any change in materials or services under the original contract may result in a change to individual unit prices and/or the Contract price.

Alternates / Time & Materials – Any work specified as an Alternate or as Time and Material will be charged as an extra to this contract and will increase the Contract price.

Scheduling – Landscape enhancement contracts accepted after October will be completed during the Fall as long as weather permits. Any work not completed in the Fall will be completed the following Spring. Work will be invoiced as items have been completed. Landscape enhancement contracts that extend into June, July or August, and include seeding, may require a delay in completion until after September 1 when newly seeded lawns will readily germinate. Sodding can be performed at any time of year for an additional charge if not already specified in the contract.

Watering and Maintenance – Metco Landscape, Inc. will perform watering of all new and/or transplanted plant material each day we are on site for the duration of a landscape enhancement contract. Metco Landscape, Inc. is not responsible for watering or maintaining plant material after completion of a landscape enhancement contract unless expressly stated in writing.

Seeding – Re-seeding or re-sodding of new grass areas may be required due to insects, diseases, mechanical damage, neglect, under watering, over watering, heavy rainfall, weather or animals. In addition, seeding that is not performed between April 1 – May 15 or September 1 – October 15 will typically require follow-up re-seeding. All such re-seeding, re-sodding, and/or re-establishment of soil is not included in the contract work, unless otherwise stated in writing, and will be charged as an extra to this contract.

**GUARANTEES**

Our guarantee is expressly conditioned upon on-time payment of invoices. This guarantee is void if payment in full has not been received within 30 days from the invoice date.

All claims for loss must be reported in writing within the one (1) year guarantee period.

Plant Material Guarantee – Metco Landscaping guarantees to replace any tree or shrub, which we purchase and plant, that dies from natural causes within a period of one year from the date of planting, provided that the Owner has fully complied with all of the terms of this contract. This guarantee is not transferable. Plant material not covered in this guarantee includes, but is not limited to, herbaceous material such as: annual flowers, bulbs, roses, perennials, groundcovers and turf or wildflower seed germination. However, for a fee equal to 8% of the cost of the herbaceous plant materials, Metco Landscaping will guarantee all herbaceous items, with the exception of annual flowers and bulbs, for one year from installation as long as the Owner has made a good faith effort to keep the plant material properly watered and cared for.

We will not guarantee plants damaged or killed by insects, mechanical damage, neglect, under watering, over watering, severe seasonal conditions, natural disasters, disease or animal damage. Plants installed in pots, planter boxes or containers are not guaranteed. Transplanted material is not guaranteed. Metco Landscape, Inc. will satisfy its responsibility under the guarantee by furnishing and installing replacement plant material of equal type and size that was originally planted. The replacement material shall be

**TERMS OF PAYMENT/SUSPENSION OF WORK**

Invoices will be sent after the contract work is completed, or progress billings will be issued during or at the end of each month through contract completion. Accounts remaining unpaid 30 days past the invoice date will lose the plant guarantee and will be charged interest at a rate of 1.5% per month on the unpaid balance. Accounts remaining unpaid 60 days past the invoice date may result in Metco Landscaping's election to suspend work on the project. Contractor shall recover all expenses incurred in enforcing this agreement, including all collection agency charges, lein fees, court cost, attorney fees, and all expenses incurred in collecting on any judgement.

**CANCELLATION**

This contract may be cancelled by either party with a 30-day written notice should either party fail substantially to perform in accordance with the terms of the contract through no fault of the other. The notified party shall be provided an opportunity to explain and rectify the circumstances. In the event of termination, Metco Landscape, Inc. shall be compensated fully for all services performed and expenses incurred up to the date of termination. In the event of early termination of this contract, the amount paid to date will be compared to the amount that would have been charged on a time and material basis and the difference in this comparison will result in a final payment due or a refund issued.

**DISPUTES**

All disputes shall be settled by binding arbitration pursuant to the commercial arbitration rules of the American Arbitration Association.

**PHOTOGRAPHY**

Metco Landscape, Inc. may take photographs of the property for use in promotional advertising, training, and educational classes unless the Owner communicates in writing that this

**SIGNAGE**

By signing this contract you, the Owner, are granting Metco Landscape, Inc. permission to install a temporary site sign on your property while our work is being performed. Upon completion of our work, we will remove the site sign or ask for permission to have it remain for an agreed to amount of time. If you do not wish to grant Metco Landscape, Inc. permission to install a temporary site sign on your property, please initial here. \_\_\_\_\_.

**UTILITIES/UNKNOWN OBSTRUCTIONS**

All reasonable caution will be taken to prevent damage to existing pavement, septic tanks, septic fields and underground utility lines. Underground gas, phone, and electric utilities will be marked by a representative from the utility companies, at the request of Metco Landscape, Inc., prior to any machine excavation. However, Metco Landscape, Inc. will not be held responsible for the accuracy of any utility line marking done by the utility companies.

It is the Owner's responsibility to conspicuously mark and advise Metco Landscape, Inc. of the location of any other underground utilities including: drainage pipes, plumbing, irrigation, propane lines, electric dog fence, cable TV, lighting, etc. Any delays in crew time and/or costs involved in repairing unmarked systems are the responsibility of the Owner. The cost of removing or circumventing concealed and/or undisclosed obstructions which prevent installation of the site improvements according to plan shall be charged as an extra to this contract. Examples of such obstructions include ledge rock, very large boulders, buried foundations, buried stumps, septic tanks, driveways/pavement, uncharted utilities, unsuitable soil, etc.

**OWNER'S RESPONSIBILITIES**

Hold Harmless - To the fullest extent permitted by law, the Owner will hold harmless Metco Landscape, Inc. and its officers, representatives, partners and employees from and against any and all claims, suits, liens, judgments, damages, losses and expenses, including legal fees and court costs and liability arising in whole or in part and in any manner from injury and/or death of a person, or damage to or loss of any property resulting from the acts, omissions, breach or default of the Owner, except those caused by the negligence of Metco Landscape, Inc..



METCO LANDSCAPE, INC.

# Monthly Maintenance Report for Roxborough Village Metropolitan District

Submitted by: **Bill Barr**      5/12/2021      Recipients: **Anna Jones, Public Manager**

## REVIEW OF GANTTED OPERATIONS

### Turf

Turf was Aerated and Fertilized looks to have come out of winter in good condition color looks good with the help of all the rain/snow we have had

### Shrub Beds

Shrub beds have been pre-treated for weed control and all grasses cut back

### Trees

Trees look to be coming out of winter in good condition all newly planted trees are doing well

### Irrigation

Techs have installed New Controllers and are now setting them up and downloading information for watering. We have delayed water start up until now with all the inclemet weather

### Site Policing

We continue to service all trash and dog stations.

### Overall Site

Things look good overall the following up of our Service Locates for our water lines keeps techs busy due to all the construction activity.

### Review of Operatons for Upcoming Month:

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

We start mowing operations Beauty Bands for all walkways will be started this month



# Extra Work Proposal

<b>Proposal By:</b>	
Bill Barr	
Metco Landscape Inc.	
Proposal Date	5/3/2021

<b>Job Location</b>	
Roxborough Village Metropolitan District	
Rampart Range Road & Village Circle West	

<b>Submitted To:</b>	
Anna Jones	
Clifton Allen Larson	
8390 E. Crescent Parkway suite 500	
Greenwood Village, Colo. 80111	

<b>Accounting Information</b>	
Job #	19-10-305
AR Cust	ROXBDIST

OPTION 1				
1	INSTALL 110 TON 11/2" GRANITE TO COMPLEMENT AND TIE IN THE EASEMENT AREAS OF 19 HOMES ALONG WALKWAY. THIS WILL INCLUDE ALL PREPERATION AND REMOVEL OF EXSISTING MATERIALS OF EASEMENT AREA. 1- MOBILIZATION SKID STEER USE AND SITE PREP MANUAL EXCAVATION OF 7500SQFT TURF AND HARDSCAPE REMOVAL \$11,900.00. 2- GRADE AREA AND INSTALL LANDSCAPE FABRIC WITH 110 TON GRANITE AT 3"DEPTH \$12,750.00 3- MOBILIZATION AND CLEANUP \$2,100.00	1		\$26,750.00
OPTION 2				
2	USE VARIETY NATIVE SEED TO COMPLEMENT AND TIE IN THE EASEMENT AREAS OF 19 HOMES ALONG WALKWAY. THIS WILL INCLUDE ALL PREPERATION AND REMOVEL OF EXSISTING MATERIALS OF EASEMENT AREA. 1- MOBILIZATION SKID STEER USE AND SITE PREP MANUAL EXCAVATION OF 7500SQFT TURF AND HARDSCAPE REMOVAL \$11,900.00. 2- GRADE AREA AND PREP FOR SEED BED. INSTALL 50 CUBIC YDS TOPSOIL INSTALL NATIVE SEED EROSION BLANKET. \$8500.00 3- MOBILIZATION AND CLEANUP \$2,100.00	1		\$22,500.00
ADDITIONAL WORK OPTION 2				
3	ESTIMATED COST OF PROPOGATION OF SEED BED WITH WATER APPS AND FERTILIZER / WEED CONTROL	8	\$900.00	\$7,200.00

**Client's Signature** \_\_\_\_\_ **Total** \_\_\_\_\_

Street, Aurora, CO, 80011      Tel: (303) 421-3100      Date \_\_\_\_\_



Total:

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



Total: **\$9,525.00**

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

CONDITIO

**Extra Work Proposal 4/20/2021**

**CONTRACT SPECIFICATIONS & LIMITATIONS**

All material is guaranteed to be as specified in

Unit Prices – The Base

Alternates / Time &

Scheduling – Landscape enhancement contracts

Watering and Maintenance

Seeding – Re-seeding or re-sodding of

**GUARANT**

Our guarantee is

All claims for

Plant Material Guarantee – Metco Landscaping guarantees

We will not guarantee plants damaged or

**TERMS**

Invoices will be sent after the contract work is completed,

**CANCELL**

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

**DISPUTES**

All disputes shall be

PHOTOS  
DAPLM

Metco  
Landscape,

SIGNAGE

By signing  
this contract  
you, the  
Owner, are

UTILITIES/UNKNOWN OBSTRUCTIONS

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

OWNER'S RESPONSIBILITIES

Harmless -  
To the fullest  
extent  
permitted by



Total: **\$1,500.00**

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

CONDITIO

**Extra Work Proposal 5/4/2021**

**CONTRACT SPECIFICATIONS & LIMITATIONS**

All material is guaranteed to be as specified in

Unit Prices – The Base

Alternates / Time &

Scheduling – Landscape enhancement contracts

Watering and Maintenance

Seeding – Re-seeding or re-sodding of

**GUARANT**

Our guarantee is

All claims for

Plant Material Guarantee – Metco Landscaping guarantees

We will not guarantee plants damaged or

**TERMS**

Invoices will be sent after the contract work is completed,

**CANCELL**

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

**DISPUTES**

All disputes shall be

**PHOTOS  
DAILY**

Metco  
Landscape,

**SIGNAGE**

By signing  
this contract  
you, the  
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**UTILITIES/UNKNOWN OBSTRUCTIONS**

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pavement,  
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and

**OWNER'S RESPONSIBILITIES**

Harmless -  
To the fullest  
extent  
permitted by











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

MEMORANDUM

MAY 13, 2021

TO: ROXBOROUGH VILLAGE METRO DISTRICT

FR: BEN KELLY

RE: NEXT STEPS IN COMMUNITY REC CENTER OUTREACH AND EDUCATION

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**OBJECTIVES:**

- Provide Roxborough Village residents with accurate information about the rec center process
- Present multiple opportunities and resources to access information
- Create opportunities for Roxborough Village residents to provide input

**INFORMING THE ROXBOROUGH VILLAGE COMMUNITY**

**1. OUTREACH TO ROXBOROUGH VILLAGE RESIDENTS VIA HOAs**

The District’s HOAs are an important part of the framework for visibility and outreach. (Not all residents are part of an HOA, so we have other opportunities to reach them—see below.)

RESOURCES: The meeting on May 24 for Verandah Court and Filing 16B (Rampart Way) will include multiple members from the project team to answer questions and provide information. For the other HOA meetings, we expect that the rec center will be a shorter agenda item, and 1-2 project team members—myself and likely Anna Jones—will be available to provide information and direct people to more resources (e.g., the FAQs). Board members will be notified of these meetings, and the format will follow the meeting protocols adopted by the board in April.

<b>SCHEDULED</b>	
<b>Verandah Court HOA</b>	Monday, 5/24, 6pm (special Metro District meeting)
<b>Filing 16B HOA</b>	Monday, 5/24 6pm (special Metro District meeting)
<b>Roxborough Village 1st HOA</b>	Wednesday, 7/14 (agenda item at HOA’s annual meeting)
<b>CONTACTED/TO BE SCHEDULED &amp; OTHER RESPONSES</b>	
<b>Filing 14B HOA</b>	In contact w/ HOA management to provide information at future meeting
<b>Roxborough Ridge HOA</b>	In contact w/ HOA board president to provide information at future meeting
<b>Chatfield Farms 1A - HOA</b>	In contact w/ HOA management to provide information at future meeting
<b>Chatfield Farms 1B - HOA</b>	In contact w/ HOA management to provide information at future meeting
<b>Arrowhead Shores HOA</b>	<i>Response: HOA Board has been regularly updated; HOA will tell residents about community-wide events</i>
<b>Residents in non-HOAs (Imperial Homes, US Homes, Filing 14B, Chatfield Farms Estates)</b>	community-wide communications, events

## 2. **INFORMATIONAL “REC CENTER OPEN AIR OPEN HOUSE” (June, and July if desired)**

- Saturday morning, June 19 or June 26
- Saturday morning, July 10 or July 17
- Informational open house, outdoors in Community Park parking lot
- Publicity through e-mail, HOA communications, social media, task force member networks
- Personnel: Project team
- Infrastructure: Tent for shade/weather, tables, handouts and printouts/diagrams, coffee/bagels

## 3. **COMMUNITY GATHERING AT ROXBOROUGH MUSIC FESTIVAL**

- September 17 and 18 in Community Park - <http://www.roxboroughmusicfestival.com/>.  
Produced by non-profit as fundraiser for local charities
- Opportunity for Metro District to have a presence (e.g., a booth) for information

## 4. **ADDITIONAL OUTREACH TO INTERESTED STAKEHOLDERS**

In addition to outreach via HOAs and the community events, other groups may seek out information and updates on the rec center process. These requests may be a combination of Roxborough Village residents, non-residents who want to hear more about joining a Roxborough rec center, potential partners, etc. We will review these on a case-by-case basis.

These are expected to be brief overviews, and only 1-2 project team members—myself and likely Anna Jones—will provide some information and direct people to other resources (e.g., the FAQs). Rec Center informational briefings (inquiries so far):

- One Roxborough – June 3<sup>rd</sup> (appx. 10 minutes) contact: Shelly Stephens (rec center task force member)
- Roxborough group – request from Roxborough Village resident, Chad Bergman

## 5. **COMMUNICATIONS INFRASTRUCTURE**

- Metro District website
  - Dedicated rec center information page (supplements the Rec Center Task Force page)
- FAQ – updated every Tuesday
- Metro District e-mail list
  - Bi-monthly updates, links to information and FAQ
- Metro District newsletter
  - May
  - July
- Video synopsis of rec center proposal (similar to video prepared for Master Plan process)
  - June/July

## Herschberg, Natalie

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**To:** Jones, Anna  
**Subject:** RE: [External] Re: Roxborough Village MD - Revised Concept - Rampart Range Playground

---

**From:** Ephram Glass <[ephramglass@gmail.com](mailto:ephramglass@gmail.com)>  
**Sent:** Friday, May 14, 2021 1:29 PM  
**To:** Todd Wenskoski <[twenskoski@livable-cities.com](mailto:twenskoski@livable-cities.com)>  
**Cc:** Ephram Glass <[ephramglass@roxboroughmetrodistrict.org](mailto:ephramglass@roxboroughmetrodistrict.org)>; Jones, Anna <[Anna.Jones@claconnect.com](mailto:Anna.Jones@claconnect.com)>  
**Subject:** [External] Re: Roxborough Village MD - Revised Concept - Rampart Range Playground

**Think Security – This email originated from an external source. Be cautious with any links or attachments.**

Todd,  
You're right that we budgeted about \$350k for it. That issue is for Anna to bring to the board - that's not on you. Honestly, I thought your pricing seemed pretty realistic.

For the mound idea, I was thinking it would have limited climbing/walking areas where we would have stone/mulch/artificial surface while the rest was clearly planted areas with irrigation (to keep it from becoming a dirt mound from erosion). I'm not expecting hundreds of kids using the playground - probably a dozen max at a time, and more often one or two the rest of the time. The usage would be similar to our other smaller, less accessible playgrounds. Admittedly, the design is not ADA friendly... but most playgrounds aren't.

I also agree with your last statement, it is a much nicer style of playground than we currently have in the district.

Thanks,  
Ephram

On Thu, May 13, 2021 at 3:41 PM Todd Wenskoski <[twenskoski@livable-cities.com](mailto:twenskoski@livable-cities.com)> wrote:

Ephram,

Thanks for the comments. Here's my quick summary and some reactions:

1. Reduce scope and budget since it's too much money for that location. This is a change of direction since we were always using the budgeted amount. I suggest bringing this up with the Board next week and holding until we have clear direction. We can easily reduce cost by reducing the size of the playground and removing some elements/areas. It may also come in cheaper when we get contractor bids; however, everything seems to be getting more expensive these days.
2. Redesign the park with two mounds, integrated boulders, play elements at a lower cost.
  - I don't think this will be cheaper since mounds are typically covered with artificial turf or a poured-in-place rubber playground surface. It's extremely hard to sustain natural plants/grass on a sloped surface (3:1 or greater) that kids climb on in Colorado. Climbing mounds in semi-arid locations often become compacted due to the slope, overuse and irrigation challenges. Any natural mounds would also need to be turf (unless you are thinking a dirt mound), which is not as sustainable. By the time we address the slope, earth moving/fine grading, surface material, adding areas for ADA accessibility, edge treatments, etc., it's still going to be a high cost, likely even higher.

Regarding the latest concept, I agree that it doesn't have the huge destination showstopper due to the high cost, but it does include some really unique amenities unlike anything else in Roxborough Village.

Thanks again and hope this helps.

**Todd Wenskoski**

Principal

**\*\*We have moved offices! Please note our new address below.**



3858 Walnut St. #135

Denver, CO 80205

c. 303.506.0139

o. 303 800.2201 x1003

d. 720.699.9178

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

---

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

**Sent:** Thursday, May 13, 2021 10:48 AM

**To:** Todd Wenskoski <[twenskoski@livable-cities.com](mailto:twenskoski@livable-cities.com)>; Jones, Anna <[Anna.Jones@claconnect.com](mailto:Anna.Jones@claconnect.com)>

**Subject:** Re: Roxborough Village MD - Revised Concept - Rampart Range Playground

Todd,



I can't make the meeting next week, so I'll provide my comments now. They are more directed toward Anna so she can convey my thoughts to the rest of the board. I'll split my comments into two sections: price and design.

Price:

The price tag is simply too expensive for the location, mostly due to the size and the need to move the sidewalk. That spot is not particularly accessible, so the number of people that can benefit from the playground is pretty limited. Consider that the other playgrounds with no explicit parking are fairly small. I feel we need to be equitable when spending funds, and the high price tag coupled with the inaccessibility doesn't sit right with me. I can think of other projects (which we're not doing) where the same amount of money could benefit a lot more people.

Design:

I think you've got a very good design; I like the amorphous, meandering layout. I do still feel like it doesn't have that showstopper the board was looking for, though. And, we can't go the route of purchasing one of those very expensive playsets since we're way over the cost I'm comfortable with. I did have an idea which would be a completely different design but would have the showstopper at a lower cost. We could simply have two in-line mounds of dirt and rocks to mimic the hogback, which could have slides, tunnels, and rock climbing stuff integrated into it. By its very design, the mounds would also provide shaded spots for seating. Also, Sterling Ranch probably can spare some dirt - keeping the costs low. (I realize it's very annoying when someone says to do a complete redesign... sorry about that). We can always use your current design for the new playground that we'd need if the rec center removes the current one in Community Park.

Feel free to give me a call to yell at me or to discuss in more detail.

Thanks,

Ephram

610-295-4197

On Tue, May 11, 2021 at 3:24 PM Todd Wenskoski <[twenskoski@livable-cities.com](mailto:twenskoski@livable-cities.com)> wrote:

Dear Board Members:

Please see the revised playground concept and updated cost estimate in the attached PDF. I've been working with the playground reps, so the design includes the play elements and prices I received from them.. It also incorporates the larger Landscape Structures feature Ephram suggested during our work session a while ago. I did my best to integrate your previous comments and feedback.

Here's a summary of the key changes:

1. Realigned the 8' trail to move the playground out from underneath the Xcel lines (Ed's idea). It's still within the Xcel easement, which requires approval from Xcel, but it feels better and likely allows us to plant trees for shade, comfort, and a more immersive natural play feel.
2. Replaced shade structure with more trees (saves some cost)
3. Added a large Landscape Structure climbing feature for visibility and more nature play elements to create a more natural feel and immersive environment for children.
4. The drawing a few minor things like benches and a trash can but we will add those later.

This will be a part of next week's Board meeting but I wanted to send out this DRAFT early and ask for any initial comments emailed to me by COB Thursday (you can also call as well).

Depending on the outcome of the Board meeting next week, the next step is preparing technical plans and working through any required agreements with Xcel (That's Katie's job 😊).

Important reminder **please DO NOT "reply all" to avoid an inadvertent meeting.**

Thank you,

**Todd Wenskoski**

Principal

**\*\*We have moved offices! Please note our new address below.**

**LIVABLE  
CITIESTUDIO**

3858 Walnut St. #135

Denver, CO 80205

m. 303.506.0139



*Managing Resources thru Engineering*

To: Roxborough Village Metropolitan District, Board of Directors

From: Scott Barnett P.E., District Engineer

Date: May 18, 2021

Re: RVMD Engineering Report

---

- 1. Spillway Enhancement Project** – We have Construction Drawing Approval from Douglas County with sign CDs and GESC Plans. They have finally received the deposits and fees required to release the permit. Just last week they instructed Chavez Services to install the erosion control. They are scheduled to begin that installation tomorrow, May 19. A follow up inspection is scheduled this week to confirm their installation, and then sign the permit allowing us to proceed. They estimate a full week, possibly more depending on weather to complete their first phase of the work. Tentatively 53 Corp is planning to be available to move in June 1 +/- depending on the progress made by Chavez Services. They will also need about a week to do their part, also weather dependent. Once they have finished placing the slab boulders, they will move out and Chavez Services will move in again to complete all of the concrete sidewalk and other finishing touches to wrap up the project. It appears at this time that the end of June would be a reasonable finish for the project.
- 2. Imperial Park Fence** – Both Ephram and myself were able to meet Jay Fells on site on Thursday May 13 to review the utility locations, do a preliminary layout, and discuss the project needs. CDR will provide a cost estimate for consideration with several different options but they will all fall in the 3 rail category. He only difference may be the amount of rails, spacing of the posts, and the materials. Generally the fence can be installed in a window of 7-9 feet behind the back of curb. We will need to vary that distance as well as we may need to use some shorter rail lengths to help straddle utilities and tree roots. The good news is that it is possible and we should be able to miss everything underground. Once Jay has provided the proposal, we are proposing to actually put some temporary posts in the ground at each proposed post location, then refresh the utility locates. Due to mowing after the locates were originally completed, we want to make sure we

did not miss anything. This will also give us a good visual of what we are proposing.

3. **Roxborough Water and Sanitation District Proposed Staging Area** – I met on site with the RWSD representatives and their engineers to discuss a proposed pipeline staging area on the east side of Rampart Range road underneath the XCEL Energy Transmission lines. They have identified an ideal area that would not really impact the use of the area in between the two trails, and across the street from the Community Park entrance. They will be providing us an exhibit of the area proposed which I can share with the group when it arrives. The work is planned to be done starting Spring 2022 and would last 6 months +/- . This is not really an issue for RVMD as it is temporary, they would restore everything they damage after they are finished, and would put in place a Temporary Construction Easement. It would help them out and probably speed their project along compared to more inconvenient places they are considering. No action is required here as they have not yet presented anything to us, but I am sure Barbara Biggs would appreciate your consideration.
4. **Rampart Range Median Restoration by Sterling Ranch** – Speaking with Brian Daly from Sterling Ranch they estimate the work will be done the last week in May and the first week in June. This work is obviously weather dependent but that is their current schedule.

**RESOLUTION 2021-\_\_-\_\_**  
**OF THE BOARD OF DIRECTORS OF**  
**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT**  
**DOUGLAS COUNTY, COLORADO**

**A RESOLUTION APPROVING SERVICES AGREEMENT**  
**WITH HILLTOP SECURITIES FOR CONSULTING SERVICES**

The Roxborough Village Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"), has received a proposed agreement for consulting services as a Municipal Advisor from Hilltop Securities, a Delaware corporation, authorized to do business in the State of Colorado, (the "Contractor"), as more specifically described in the Services Agreement attached hereto as Schedule A (the "Agreement"); and

The Contractor will provide such services in accordance with the terms of the Agreement; and

The Board of Directors of the District has determined that it is in the best interest of District residents and property owners to enter into the Agreement.

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

Section 1. The Agreement, in the form attached hereto as Schedule A, is approved. The officers of the District are authorized to execute the Agreement, and the officers of and consultants to the District are authorized to take any actions that are necessary or appropriate for the District's performance of the terms of the Agreement.

APPROVED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2021, by a vote of \_\_\_\_ for and \_\_\_\_ against.

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

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

ATTEST:

By: \_\_\_\_\_  
Edward Wagner, Secretary

**SCHEDULE A**

Services Agreement with Hilltop Securities

**SERVICES AGREEMENT**

**THIS SERVICES AGREEMENT** (this "Agreement"), is made and entered into this \_\_\_ day of May, 2021, by and between **ROXBOROUGH VILLAGE METROPOLITAN DISTRICT**, a quasi- municipal corporation and political subdivision of the State of Colorado, whose address is c/o CliftonLarsonAllen LLP, 8390 East Crescent Parkway, Suite 300, Greenwood Village, Colorado 80111-4814 (the "District"), and **HILLTOP SECURITIES**, whose address is 8055 East Tufts Avenue, Suite 500, Denver, Colorado 80237 (the "Contractor").

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

**CONTRACTOR INFORMATION:**

Soc. Sec. or Tax I.D. #: \_\_\_\_\_  
Telephone Number: 303-248-2518  
Fax Number: \_\_\_\_\_  
Email address: Mattie.Prodanovic@hilltopsecurities.com and Jason.Simmons@hilltopsecurities.com  
Contact Person: Mattie Prodanovic and Jason Simmons

**IT IS HEREBY AGREED AS FOLLOWS:**

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

**CONTRACT PRICE.** Subject to the provisions of the Terms and Conditions, and subject to the Scope of Work, the District agrees to pay, and Contractor agrees to accept as compensation for performing the Work, an amount not to exceed Forty Thousand Dollars and 00/100 (\$40,000.00) plus certain expenses specified in Exhibit A, and payments will be due as specified in Exhibit A (the "Contract Price"), for services.


**DISTRICT:**

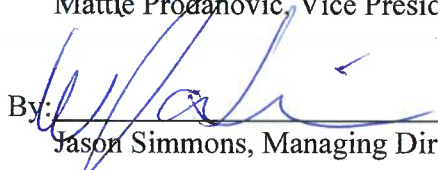
**CONTRACTOR:**

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

**HILLTOP SECURITIES**

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

By:  \_\_\_\_\_  
Mattie Prodanovic, Vice President

By:  \_\_\_\_\_  
Jason Simmons, Managing Director

## TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**4. INSURANCE.**

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

b. Required Coverage Amounts.

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

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

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



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

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

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

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

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

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

**6. SAFETY.**

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

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

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

**7. CHANGE ORDER PROCEDURES.**

a. District's Representative may order changes in the Work, and Contractor will perform such changes in the Work. All Change Orders shall be made in writing and signed by the District's Representative and the Contractor. Any change or adjustment to Contractor Price as a result of changes in the Work shall be as specifically stated in the Change Order. If Contractor encounters conditions it considers different from those described in **Exhibit A**, it is required to issue written notice to District before proceeding. Contractor's failure to issue notice shall constitute waiver of any claims for additional compensation. If Contractor and District cannot agree upon a price for the changes in the Work, District may direct Contractor to execute the changes, and Contractor will be paid based on the actual cost to Contractor, plus a reasonable markup, not to exceed twelve percent (12%), for profit and overhead expenses. Change Orders that result in a reduction in the scope or cost of the Work shall reduce the Contract Price to the District. If the Contractor and District cannot agree upon a price for changes in the Work, the District may direct the Contractor to provide a detailed breakdown of the savings to the Contractor. Under these circumstances, the District is entitled to a five (5%) percent further cost reduction for profit on work not performed. The District will forego the five (5%) percent profit withholding if the Change

Order suggestion originated with the Contractor and is viewed by the District as a cost-effective savings to the District.

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

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

## **8. DISPUTES.**

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

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

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

## **10. TERM.**

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

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

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

i. Breaches the terms of this Agreement.

ii. Becomes insolvent, is subject to a petition in bankruptcy filed by or against Contractor, or is placed under control of receiver, liquidator, or committee of creditors.

iii. Assigns or attempts to assign this Agreement without District's prior written consent.

iv. Ceases to function as a going concern or abandons the Designated Territory.

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

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

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

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

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

**END OF TERMS AND CONDITIONS**

**EXHIBIT A**

**Hilltop Securities, Scope of Work**

**Jason Simmons**

Managing Director  
Public Finance

April 29, 2021

Ms. Kathryn T. James  
District Attorney  
Folkestad Fazekas Barrick & Patoile, P.C.  
c/o Roxborough Village Metropolitan District  
18 South Wilcox Street, Suite 200  
Castle Rock, CO 80104

Dear Ms. James:

On behalf of Hilltop Securities Inc. (“Hilltop Securities”), we appreciate the opportunity to serve as Municipal Advisor to the Roxborough Village Metropolitan District (the “District”). This letter will confirm the basic terms of our engagement (the “Agreement”) and is dated, and shall be effective as of, the date executed by the District as set forth on the signature page hereof (the “Effective Date”).

Hilltop Securities will serve as Municipal Advisor to the District. In this capacity, based on our professional experience and the information made available to us by the District, Hilltop Securities agrees to perform the following services:

Financial Planning. At the direction of the District, Hilltop Securities shall:

1. Survey and Analysis. Conduct a survey of the financial resources of the District to determine the extent of its capacity to authorize, issue and service any evidences of indebtedness or debt obligation that may be authorized and issued or otherwise created or assumed by the District (collectively the “Debt Instruments”). This survey will include the creation and maintenance of a financial model that will monitor mill levy and other revenue for the District that will incorporate current and future bond issuance.
2. Future Financings. Consider and analyze refunding opportunities as well as future financing needs as projected by the District's staff and consultants, if any, employed by the District.
3. Elections. In the event it is necessary to hold an election to authorize the issuance of Debt Instruments, Hilltop Securities will assist in coordinating the assembly of such data as may be required for the preparation of necessary petitions, orders, resolutions, ordinances, notices and certificates in connection with an election, including assistance in the transmission of such data to the District's bond counsel. This may include but is not limited to anticipated tax impacts of a potential election and mill levy projections.
4. Recommendations for Debt Instruments. On the basis of the information developed by the survey described above, and other information provided by the District or publicly available, submit to the District recommendations regarding the Debt Instruments under consideration, including such elements as the date of issue, interest payment dates, schedule of principal

maturities, options of prior payment, security provisions, and such other provisions as may be appropriate in order to make the issue attractive to investors while achieving the objectives of the District. All recommendations will be consistent with the goal of designing the Debt Instruments to be sold on terms which are advantageous to the District, including the lowest interest cost consistent with all other considerations, including but not limited to the market conditions at the time of sale.

5. Market Information. Advise the District of our interpretation of current bond market conditions, other related forthcoming bond issues and general information, including economic data, which might normally be expected to influence interest rates or bidding conditions so that the date of sale of the Debt Instruments may be set at a favorable time.

Debt Management and Financial Implementation. At the direction of District, HilltopSecurities shall:

1. Method of Sale. Evaluate the particular financing being contemplated, giving consideration to the complexity, market acceptance, rating, size and structure in order to make a recommendation as to an appropriate method of sale.
  - a) If the Debt Instruments are to be executed as a direct bank loan, HilltopSecurities will:
    - 1) Assist in the development and distribution of an RFP to commercial banking institutions; and
    - 2) Assist in the review and evaluation of lending proposals.
  - b) If the Debt Instruments are to be sold by negotiated sale, HilltopSecurities will:
    - 1) Conduct an RFP process and coordinate the selection of one or more investment banking firms as managers of an underwriting syndicate for the purpose of negotiating the purchase of the Debt Instruments;
    - 2) Cooperate with and assist any selected managing underwriter with the execution of such financing including the preparation of a bond purchase contract, an underwriter's agreement and other related documents;
    - 3) Provide a cost comparison, for both expenses and interest which are suggested by the underwriters, to the then current market; and
    - 4) Advise the District as to the fairness of the price offered by the underwriters.
2. Offering Documents. Coordinate with District, Bond and Disclosure Counsel to prepare any Official Statement or Offering Memorandum, and such other documents as may be required and submit all such documents to the District for examination, approval and certification. After such examination, approval and certification, Hilltop Securities shall provide the District with a supply of all such documents sufficient to its needs and distribute by mail or, where appropriate, by electronic delivery, sets of the same to all parties as needed per the method of sale.
3. Credit Ratings. Make recommendations to the District as to the advisability of obtaining a credit rating, or ratings, for the Debt Instruments and, when directed by the District, coordinate the preparation of such information as may be appropriate for submission to the rating agency, or agencies. In those cases where the advisability of personal presentation of information to

the rating agency, or agencies, may be indicated, Hilltop Securities will arrange for such personal presentations, utilizing such composition of representatives from the District as may be finally approved or directed by the District.

4. Trustee, Paying Agent, Registrar. Upon request, counsel with the District in the selection of a Trustee and/or Paying Agent/Registrar for the Debt Instruments and assist in the negotiation of agreements pertinent to these services and the fees incident thereto.
5. Financial Publications. When appropriate, advise financial publications of the forthcoming sale of the Debt Instruments and provide them with all pertinent information.
6. Consultants. After consulting with and receiving directions from the District, arrange for such reports and opinions of recognized independent consultants as may be appropriate for the successful marketing of the Debt Instruments.
7. District Meetings. Attend meetings of the governing body of the District, its staff, representatives or committees as requested at all times when Hilltop Securities may be of assistance or service and the subject of financing is to be discussed.
8. Printing. To the extent authorized by the District, coordinate all work incident to printing of the offering documents and the Debt Instruments.
9. District Counsel. Maintain liaison with District, Bond and Disclosure Counsel in the preparation of all legal documents pertaining to the authorization, sale and issuance of the Debt Instruments.
10. Changes in Laws. Provide to the District copies of proposed or enacted changes in federal and state laws, rules and regulations having, or expected to have, a significant effect on the municipal bond market of which Hilltop Securities becomes aware in the ordinary course of its business, it being understood that Hilltop Securities does not and may not act as an attorney for, or provide legal advice or services to, the District.
11. Delivery of Debt Instruments. Hilltop Securities will coordinate the efforts of all concerned to the end that the Debt Instruments may be delivered and paid for as expeditiously as possible and assist the District in the preparation or verification of final closing figures incident to the delivery of the Debt Instruments.
12. Debt Service Schedule; Authorizing Resolution. After the closing of the sale and delivery of the Debt Instruments, deliver to the District a schedule of annual debt service requirements for the Debt Instruments and, if requested, provide the paying agent/registrar and/or trustee with a copy of the authorizing ordinance, order or resolution.

Term of this Agreement. The term of this Agreement begins on the Effective Date and ends, unless terminated pursuant the language below, until (i) the completion of all the Scope of Services set forth above, (ii) notification provided by the District to HilltopSecurities that it will no longer pursue an election or the issuance of bonds, or (iii) the termination of this agreement after one party has given at least thirty (30) days' prior notice in writing or by e-mail to the other party that it intends to terminate the agreement, specifying in such notice the effective date of such termination. No penalty will be assessed for termination of this Agreement.

In consideration of providing the requested services, Hilltop Securities shall receive fees as outlined in Appendix A. In any event regardless of the cause of action, Hilltop Securities' total liability (including

loss and expense) to the District in the aggregate shall not exceed the gross amount of fees received by Hilltop Securities pursuant to this letter agreement. The limitations of liability set forth in this letter agreement are fundamental elements of the basis of the bargain between Hilltop Securities and the District, and the pricing of the services set forth above reflect such limitations. This letter agreement shall be constrained and given effect on accord with the laws of the State of Colorado.

Hilltop Securities is providing in Appendix B its Municipal Advisor Disclosure Statement (the “Disclosure Statement”), current as of the date of this Agreement, setting forth disclosures by Hilltop Securities of material conflicts of interest, if any, and of any legal or disciplinary events required to be disclosed pursuant to Municipal Securities Rulemaking Board Rule G-42. The Disclosure Statement also describes how Hilltop Securities addresses or intends to manage or mitigate any disclosed conflicts of interest, as well as the specific type of information regarding, and the date of the last material change, if any, to the legal and disciplinary events required to be disclosed on Forms MA and MA-I filed by Hilltop Securities with the Securities and Exchange Commission.

We look forward to working with you during this engagement. Please acknowledge acceptance of these terms by signing in the space provided below.

Sincerely,

Jason Simmons  
Managing Director

**Roxborough Village Metropolitan District:**

By: \_\_\_\_\_

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

Name: \_\_\_\_\_

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



## APPENDIX A COMPENSATION

This Appendix A sets out the form and basis of compensation to Hilltop Securities for the Municipal Advisory Services provided under this Agreement; provided that the compensation arrangements set forth in this Appendix A shall also apply to any additional services hereafter added to the scope of the Municipal Advisory Services, unless otherwise provided in the amendment to the Agreement relating to such change in scope of Municipal Advisory Services.

### **Transaction Fee**

All fees for transaction are payable on a contingent basis payable only upon a successful issuance and closing. For the issuance of any publicly offered bonds or for any direct bank loan financing, Hilltop Securities will be paid a fee of \$40,000.

The District shall be responsible for the following expenses in connection with the Municipal Advisory Services (including any additional services hereafter added to the scope of the Municipal Advisory Services), if and when applicable: bond counsel fees and expenses, bond printing costs, bond ratings fees and expenses, computer structuring costs, credit enhancement fees and expenses, accountant fees, official statement preparation and printing, paying agent/registrar/trustee fees and expenses, travel expenses, and underwriter and underwriter's counsel fees and expenses.

## APPENDIX B MUNICIPAL ADVISOR DISCLOSURE STATEMENT

This disclosure statement ("Conflict Disclosures") is provided by **Hilltop Securities Inc.** ("the Firm") to you (the "Client") in connection with our current municipal advisory agreement, ("the Agreement"). These Conflict Disclosures provide information regarding conflicts of interest and legal or disciplinary events of the Firm that are required to be disclosed to the Client pursuant to MSRB Rule G-42(b) and (c)(ii).

### **PART A – Disclosures of Conflicts of Interest**

MSRB Rule G-42 requires that municipal advisors provide to their clients disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable.

***Material Conflicts of Interest*** – The Firm makes the disclosures set forth below with respect to material conflicts of interest in connection with the Scope of Services under the Agreement with the Firm, together with explanations of how the Firm addresses or intends to manage or mitigate each conflict.

***General Mitigations*** – As general mitigations of the Firm's conflicts, with respect to all of the conflicts disclosed below, the Firm mitigates such conflicts through its adherence to its fiduciary duty to Client, which includes a duty of loyalty to Client in performing all municipal advisory activities for Client. This duty of loyalty obligates the Firm to deal honestly and with the utmost good faith with Client and to act in Client's best interests without regard to the Firm's financial or other interests. In addition, because the Firm is a broker-dealer with significant capital due to the nature of its overall business, the success and profitability of the Firm is not dependent on maximizing short-term revenue generated from individualized recommendations to its clients but instead is dependent on long-term profitability built on a foundation of integrity, quality of service and strict adherence to its fiduciary duty. Furthermore, the Firm's municipal advisory supervisory structure, leveraging our long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of the Firm potentially departing from their regulatory duties due to personal

interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

**I. Affiliate Conflict.** The Firm, directly and through affiliated companies, provides or may provide services/advice/products to or on behalf of clients that are related to the Firm's advisory activities within the Scope of Services outlined in the Agreement. Hilltop Securities Asset Management (HSAM), a SEC-registered affiliate of the Firm, provides post issuance services including arbitrage rebate and treasury management. The Firm's arbitrage team verifies rebate and yield restrictions on the investments of bond proceeds on behalf of clients in order to meet IRS restrictions. The treasury management division performs portfolio management/advisor services on behalf of public sector clients. The Firm, through affiliate Hilltop Securities Asset Management (HSAM), provides a multi-employer trust tailor-made for public entities which allows them to prefund Other Post-Employment Benefit liabilities. The Firm has a structured products desk that provides advice to help clients mitigate risk through investment management, debt management and commodity price risk management products. These products consist of but are not limited to swaps (interest rate, currency, commodity), options, repos, escrow structuring and other securities. Continuing Disclosure services provided by the Firm work with issuers to assist them in meeting disclosure requirements set forth in SEC rule 15c2-12. Services include but are not limited to ongoing maintenance of issuer compliance, automatic tracking of issuer's annual filings and public notification of material events. The Firm administers government investment pools. These programs offer governmental entities investment options for their cash management programs based on the entities specific needs. The Firm and the aforementioned affiliate's business with a client could create an incentive for the Firm to recommend to a client a course of action designed to increase the level of a client's business activities with the affiliates or to recommend against a course of action that would reduce or eliminate a client's business activities with the affiliates. This potential conflict is mitigated by the fact that the Firm and affiliates are subject to their own comprehensive regulatory regimes.

**II. PlainsCapital Bank Affiliate Conflict.** The Firm, directly and through affiliated companies, provides or may provide services/advice/products to or on behalf of clients that are related to the Firm's advisory activities within the Scope of Services outlined in the Agreement. Affiliate, PlainsCapital Bank, provides banking services to municipalities including loans and custody. The Firm and the aforementioned affiliate's business with a client could create an incentive for the Firm to recommend to a client a course of action designed to increase the level of a client's business activities with the affiliates or to recommend against a course of action that would reduce or eliminate a client's business activities with the affiliates. This potential conflict is mitigated by the fact that the Firm and affiliates are subject to their own comprehensive regulatory regimes.

**III. Other Municipal Advisor or Underwriting Relationships.** The Firm serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of Client. For example, the Firm serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to Client. These other clients may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, the Firm could potentially face a conflict of interest arising from these competing client interests. In other cases, as a broker-dealer that engages in underwritings of new issuances of municipal securities by other municipal entities, the interests of the Firm to achieve a successful and profitable underwriting for its municipal entity underwriting clients could potentially constitute a conflict of interest if, as in the example above, the municipal entities that the Firm serves as underwriter or municipal advisor have competing interests in seeking to access the new issue market with the most advantageous timing and with limited competition at the time of the offering. None of these other engagements or relationships would impair the Firm's ability to fulfill its regulatory duties to Client.

**IV. Secondary Market Transactions in Client's Securities.** The Firm, in connection with its sales and trading activities, may take a principal position in securities, including securities of Client, and therefore the Firm could have interests in conflict with those of Client with respect to the value of Client's securities while held in inventory and the levels of mark-up or mark-down that may be available in connection with purchases and sales thereof. In particular, the Firm or its affiliates may submit orders for and acquire Client's securities issued in an Issue under the Agreement from members of the underwriting syndicate, either for its own account or for the accounts of its customers. This activity may result in a conflict of interest with Client in that it could create the incentive for the Firm to make recommendations to Client that could result in more advantageous pricing of Client's bond in the marketplace. Any such conflict is mitigated by means of such activities being engaged in on customary terms through units of the Firm that operate independently from the Firm's municipal advisory business, thereby reducing the likelihood that such investment activities would have an impact on the services provided by the Firm to Client under this Agreement.

**V. Broker-Dealer and Investment Advisory Business.** The Firm is dually registered as a broker-dealer and an investment advisor that engages in a broad range of securities-related activities to service its clients, in addition to serving as a municipal advisor or underwriter. Such securities-related activities, which may include but are not limited to the buying and selling of new issue and outstanding securities and investment advice in connection with such securities, including securities of Client, may be undertaken on behalf of, or as counterparty to, Client, personnel of Client, and current or potential investors in the securities of Client. These other clients may, from time to time and depending on the specific circumstances, have interests in conflict with those of Client, such as when their buying or selling of Client's securities may have an adverse effect on the market for Client's securities, and the interests of such other clients could create the incentive for the Firm to make recommendations to Client that could result in more advantageous pricing for the other clients. Furthermore, any potential conflict arising from the firm effecting or otherwise assisting such other clients in connection with such transactions is mitigated by means of such activities being engaged in on customary terms through units of the Firm that operate independently from the Firm's municipal advisory business, thereby reducing the likelihood that the interests of such other clients would have an impact on the services provided by the Firm to Client.

**VI. Compensation-Based Conflicts.** Fees that are based on the size of the issue are contingent upon the delivery of the Issue. While this form of compensation is customary in the municipal securities market, this may present a conflict because it could create an incentive for the Firm to recommend unnecessary financings or financings that are disadvantageous to Client, or to advise Client to increase the size of the issue. This conflict of interest is mitigated by the general mitigations described above.

Fees based on a fixed amount are usually based upon an analysis by Client and the Firm of, among other things, the expected duration and complexity of the transaction and the Scope of Services to be performed by the Firm. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the Firm may suffer a loss. Thus, the Firm may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. This conflict of interest is mitigated by the general mitigations described above.

Hourly fees are calculated with, the aggregate amount equaling the number of hours worked by Firm personnel times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if Client and the Firm do not agree on a reasonable maximum amount at the outset of the engagement, because the Firm does not have a financial incentive to recommend alternatives that would result in fewer hours worked. This conflict of interest is mitigated by the general mitigations described above.

## **PART B – Disclosures of Information Regarding Legal Events and Disciplinary History**

MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to its client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

Accordingly, the Firm sets out below required disclosures and related information in connection with such disclosures.

**I. Material Legal or Disciplinary Event.** The Firm discloses the following legal or disciplinary events that may be material to Client's evaluation of the Firm or the integrity of the Firm's management or advisory personnel:

- For related disciplinary actions please refer to the Firm's [BrokerCheck](#) webpage.
- The Firm self-reported violations of SEC Rule 15c2-12: Continuing Disclosure. The Firm settled with the SEC on February 2, 2016. The firm agreed to retain independent consultant and adopt the consultant's finding. Firm paid a fine of \$360,000.
- The Firm settled with the SEC in matters related to violations of MSRB Rules G-23(c), G-17 and SEC rule 15B(c) (1). The Firm disgorged fees of \$120,000 received as financial advisor on the deal, paid prejudgment interest of \$22,400.00 and a penalty of \$50,000.00.
- The Firm entered into a Settlement Agreement with Rhode Island Commerce Corporation. Under the Settlement Agreement, the firm agreed to pay \$16.0 million to settle any and all claims in connection with The Rhode Island Economic Development Corporation Job Creation Guaranty Program Taxable Revenue Bond (38 Studios, LLC Project) Series 2010, including the litigation thereto. The case, filed in 2012, arose out of a failed loan by Rhode Island Economic Development Corporation. The firm's predecessor company, First Southwest Company, LLC, was one of 14 defendants. HilltopSecurities' engagement was limited to advising on the structure, terms, and rating of the underlying bonds. Hilltop settled with no admission of liability or wrongdoing.
- On April 30, 2019, the Firm entered into a Settlement Agreement with Berkeley County School District of Berkeley County, South Carolina. The case, filed in March of 2019, arose in connection with certain bond transactions occurring from 2012 to 2014, for which former employees of Southwest Securities, Inc., a predecessor company, provided financial advisory services. The Firm agreed to disgorge all financial advisory fees related to such bond transactions, which amounted to \$822,966.47, to settle any and all claims, including litigation thereto. Under the Settlement Agreement, the Firm was dismissed from the lawsuit with prejudice, no additional penalty, and with no admission of liability or wrongdoing.
- From July 2011 to October 2015, Hilltop failed to submit required MSRB Rule G-32 information to EMMA in connection with 122 primary offerings of municipal securities for which the Firm served as placement agent. During the period January 2012 to September 2015, the Firm failed to provide MSRB Rule G-17 letters to issuers in connection with 119 of the 122 offerings referenced above. From October 2014 to September 2015, the Firm failed to report on Form MSRB G-37 that it had engaged in municipal securities business as placement agent for 45 of these 122 offerings. This

failure was a result of a misunderstanding by one branch office of Southwest Securities. Hilltop discovered these failures during the merger of FirstSouthwest and Southwest Securities and voluntarily reported them to FINRA. The Firm paid a fine of \$100,000 for these self-reported violations.

**II. How to Access Form MA and Form MA-I Filings.** The Firm's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at [Forms MA and MA-I](#). The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by the Firms in its capacity as a broker-dealer on Form BD or Form U4 or as an investment adviser on Form ADV, as applicable. Information provided by the Firm on Form BD or Form U4 is publicly accessible through reports generated by BrokerCheck at <http://brokercheck.finra.org/>, and the Firm's most recent Form ADV is publicly accessible at the Investment Adviser Public Disclosure website at <http://www.adviserinfo.sec.gov/>. For purposes of accessing such BrokerCheck reports or Form ADV, click previous hyperlinks.

### **PART C – MSRB Rule G-10 Disclosure**

MSRB Rule G-10 covers Investor and Municipal Advisory Client education and protection. This rule requires that municipal advisors make certain disclosures to all municipal advisory clients. This communication is a disclosure only and does not require any action on your part. The disclosures are noted below.

1. Hilltop Securities Inc. is registered with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board as a Municipal Advisor.
2. You can access the website for the Municipal Securities Rulemaking Board at [www.msrb.org](http://www.msrb.org)
3. The Municipal Securities Rulemaking Board has posted a municipal advisory client brochure. A copy of the brochure is attached to the memo. This link will take to you to the electronic version [MA-Clients-Brochure](#).

### **PART D – Future Supplemental Disclosures**

As required by MSRB Rule G-42, this Municipal Advisor Disclosure Statement may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of the Firm. The Firm will provide Client with any such supplement or amendment as it becomes available throughout the term of the Agreement.

## Herschberg, Natalie

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**From:** Ephram Glass <ephramglass@gmail.com>  
**Sent:** Friday, May 14, 2021 4:07 PM  
**To:** Herschberg, Natalie; Jones, Anna  
**Subject:** [External] Re: Roxborough Village MD - 5/18/2021 Packet

**Think Security – This email originated from an external source. Be cautious with any links or attachments.**

Natalie and Anna,

Since I can't be at next week's meeting, here are my comments and thoughts:

- 1) TABOR is misspelled on page 66 (it says TABOE)
- 2) I would like to investigate if we can split the ballot question into pieces (build x for y mils; build a for b additional mils). This doesn't mean that's a good idea, but I'd like to know if it's an option. I believe I've seen ballot options similar to this in the past.
- 3) With regard to referral project ZR2020-023: I'm ok with the rezoning, but I'd recommend large buffers for the riparian areas to preserve wildlife corridors and a substantial setback from the road to keep the rural character and keep home prices higher. I'm not sure either opinion will be heavily weighed by Douglas County, though...
- 4) For the Imperial Park seeding, I'm good with Metco's proposal, BUT it must occur after we know the irrigation has been fixed.
- 5) For Metco's proposal for the strip of land at the south end of the park next to the 19 homes: I'm not happy with either option. I think the cost is too high for option 1 - especially if this is our precedent for other areas. I also think option 2 is pretty expensive (not exactly sure why - I'm guessing for removal of rocks?) and I don't think the native seeding will do well there. I would propose we simply plant some woody shrubs like Creeping Oregon Grape (*Mahonia repens*) or Kinnikinnick (*Arctostaphylos uva-ursi*) that would easily handle the microclimate there. I would also plant them in the fall to minimize watering. Neither species requires irrigation and both are evergreen. If we can get homeowners to remove the stuff they added, that would be preferred.
- 6) For the tree planting proposal: Roxborough Water confirmed we can't plant trees in the corner of Liverpool Circle and Waterton Rd. I'd recommend approving the same number of trees (of different types) for planting around Crystal Lake. I will put a proposed plan together for Arrowhead Shores to review before we plant them. This was discussed with them last year.
- 7) For the soccer field repair: I'm good with Metco's proposal. I could not find anyone with video of the person who tore up the field... alas, they had temporarily taken their cameras down to redo their decks.

Thanks,  
Ephram

On Thu, May 13, 2021 at 1:14 PM Herschberg, Natalie <[Natalie.Herschberg@claconnect.com](mailto:Natalie.Herschberg@claconnect.com)> wrote:

Good afternoon,

Please see attached for your review, the packet for the Roxborough Village MD Board meeting on Tuesday, May 18, 2021 at 6:00 p.m. via Zoom. Details are below to join the meeting. Let me know if you have any questions or concerns. Thank you!