

# ROXBOROUGH VILLAGE METROPOLITAN DISTRICT

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

## NOTICE OF REGULAR BOARD MEETING AND AGENDA

**DATE:** July 19, 2022

**TIME:** 6:00 p.m.

**LOCATION:** Douglas County Library - Roxborough  
8357 N. Rampart Range Rd. #200  
Littleton, CO 80125

**ACCESS:** Join the meeting via Zoom:

**URL:**

[https://us02web.zoom.us/j/82912297444?pwd=o620FcDd\\_8UruY3J8SIE\\_hmPw6tPgs.1](https://us02web.zoom.us/j/82912297444?pwd=o620FcDd_8UruY3J8SIE_hmPw6tPgs.1)

**Call: 346-248-7799**

**Meeting ID: 829 1229 7444**

**Passcode: 837625**

### Board of Directors

### Office

### Term Expires

Mathew Hart	President	May, 2025
Ephram Glass	Vice President	May, 2023
Mark Rubic	Treasurer	May, 2025
Travis Jensen	Secretary	May, 2025
Calvin Brown	Assistant Secretary	May, 2023

## **I. ADMINISTRATIVE MATTERS**

- A. Call to Order
- B. Declaration of Quorum / Director Qualifications / Disclosure Matters
- C. Approve Agenda
- D. Public Comment and/or Guests (15 minutes)  
(Note: Members of the public may express their views to the Board on matters that affect the District. Comments will be limited to three (3) minutes. Please sign in. Questions may be asked of the Board but will not be answered at this time. Please refer to the Code of Conduct for additional guidelines:  
<https://www.roxboroughmetrodistrict.org/2022-meetings> and attached hereto.)

**II. 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 July 11, 2022 Special Meeting Minutes (to be distributed).
- B. Review and Consider Approval of Current Claims, Approve Transfer of Funds, and Ratify Payment of Autopay Claims and Ratify Approval of Previous Claims (enclosure).
- C. Metco Landscape Inc. Monthly Report (enclosure).
- D. Bailey Tree Monthly Report (enclosure).

**III. FINANCIAL MATTERS (5 minutes)**

- A. Review and Consider Approval of 2021 Audit (enclosure).
- B. Discuss Questions of Two Vendor Invoices and Whether Payment Should be Approved (Livable Cities Studio, Inc., and Folkestad Fazekas Barrick & Patoile, P.C).
- C. Update on Insurance Claim for Tree Damage Loss in Storm.
- D. Other.

**DISCUSSION AGENDA**

*(Note: Some items are included in the packet for the Board's information and if not discussed at a Board meeting, may not be included in future packets.)*

**IV. ACTION ITEMS (30 minutes)**

- A. Update on providing open playgrounds with required amount of surface material as discussed at July 11<sup>th</sup> Meeting.
  - i. Review and Consider Approval of Rocky Mountain Playground Services Proposal for EWF Installation in the amount of \$16,510.90 (enclosure).
  - ii. Review and Consider Approval of Metco Landscaping Proposal to Mulch Playgrounds in the amount of \$4,800.00 (enclosure).
- B. Discuss Amended Code of Conduct (enclosure).
- C. Discuss Amended Colorado Open Records Act Policy (enclosure).
- D. Discuss Miscellaneous District Procedures (enclosure).

- E. Discuss Public Financial Disclosure for Directors (enclosure).
- F. Other.

**V. DIRECTOR MATTERS (10 minutes)**

- A. Environmental Committee Update (enclosure).
- B. Consider Hiring Additional Help for the District, i.e. General Contractor.
- C. Update on Tree Inventory & Discuss Next Steps for Comprehensive Tree Planning (enclosure).
- D. Update on Playground Removal, Replacement, Repair and Maintenance Search.
- E. Update on Mosquito Control. Details of revised contract with vendor and any additional information on chemical use/restrictions (enclosure).
- F. Graffiti and Vandalism Issues. Strategies to reduce or correct the problem (enclosure).
- G. Discuss Formation of Additional Committees. Suggested Committees: Public Engagement, District Maintenance, Project Management, Wildfire Mitigation, etc. (to be distributed).
- H. Discuss Communication Topics.
  - i. Resident Communications. Notifying and keeping Board informed of such communications.
  - ii. Agenda Item Explanations. Providing more detail of the topic to be discussed.
  - iii. Informing Board of events, issues, notices affecting District (as they occur and not waiting until next meeting).
  - iv. Information on District requests such as CORA, Permit Applications, etc. (Tracking Listing).
- I. Discuss Repair/Replacement of Remaining Deteriorated Concrete Paths.
- J. Discuss Community Park sidewalk/path stone/rock installation and safety corrections.
  - i. Discuss tire rut repair in Community Park (seeded area issues).
  - ii. Discuss completed mulch application (done incorrectly) and remedies.

- K. Update on Irrigation Issues.
  - i. Discuss the creation of a comprehensive plan (map of all irrigation controllers and the sprinkler heads associated with such controller with the schedule (days, times, and cycles) for each) and making it available to the Board.
- L. Other.

**VI. MANAGER MATTERS (20 minutes)**

- A. Update Regarding New Legal Counsel.
- B. Update Regarding Management Services.
- C. Discuss Process of Signage Replacement – Regulatory and Interpretive (EG).
- D. Update on Pickleball Striping.
- E. Status on contract with Game-Set-Match to clean tennis courts 4 times per year at \$1340.
- F. Other.

**VII. LEGAL MATTERS (5 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 (to be distributed).
- B. Discuss Possible Payment to Scott Snow (enclosure).
- C. Discuss Chatfield Farms Estates Irrigation Water Service Agreement (enclosure).
- D. Update regarding Site Improvement Plan Referral (enclosure).
- E. Discuss Acceptance of Tract from 16B HOA.
- F. Chatfield Farms Electricity Box (enclosure).
- G. Discuss Propriety of Sterling Ranch Signs on District Owned/Maintained Areas and Remedies.
- H. Discuss Roxborough Water Staging Area. Staging area use is beyond the area Roxborough Water depicted in its diagram when requesting such use.

- I. Other.

**VIII. EXECUTIVE SESSION**

- A. Executive Session pursuant to §24-6-402(4)(b), C.R.S., for the specific legal question of ratifying election-related legal fees.

**IX. ENGINEERING MATTERS (5 minutes)**

- A. Update regarding Mainline Repair and draft letter to Sturgeon Electric (to be distributed).
- B. Update on Concrete Replacement at Roxborough 16B (enclosure).
- C. Chavez Phase 3.
- D. Discuss Irrigation Pump Intake.
- E. Review and Consider Approval of CDR Construction Proposal for Bridge Railing Replacement ranging from approximately \$15,750 to \$18,250 (enclosure).
- F. Other.

**X. LANDSCAPING MATTERS (10 minutes)**

- A. General landscape issues (Grass cutting, beauty bands, weeds, driving on grass areas) Reassess what is mowed and what is not.
- B. Discuss Landscape Maintenance and Snow Removal Map Changes.
- C. Other.

**XI. OTHER BUSINESS (5 minutes)**

- A. Confirm Quorum for August 16, 2022 Regular Meeting.

**XII. ADJOURNMENT**

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT**  
**Schedule of Cash Position**  
**March 31, 2022**  
**Updated as of July 14, 2022**

	General Fund	Debt Service Fund	Capital Projects Fund	Total
<b>FirstBank - Checking Account</b>				
Balance as of 03/31/22	\$ 47,014.18	\$ -	\$ 3,261.55	\$ 50,275.73
Subsequent activities:				-
04/07/22 - Transfer to 1Vision-Ballot Mailing	(1,408.00)	-	-	(1,408.00)
04/14/22 - CORE Payment	(751.64)	-	-	(751.64)
04/14/22 - Transfer from Colotrust	91,000.00	-	-	91,000.00
04/15/22 - Building Permit to Douglas County	(377.15)	-	-	(377.15)
04/15/22 - Roxborough Water Payment March	(1,291.55)	-	-	(1,291.55)
04/21/22 - Bill.com Payments	(83,975.00)	-	(1,886.00)	(85,861.00)
04/21/22 - Bill.com Void Payment	11,225.50	-	-	11,225.50
04/22/22 - Director Fees	(538.25)	-	-	(538.25)
04/27/22 - Xcel	(18.29)	-	-	(18.29)
05/11/22 - CORE Payment	(824.73)	-	-	(824.73)
05/13/22 - Void Bill.com payment	250.00	-	-	250.00
05/16/22 - Roxborough Water Payment May	(1,302.92)	-	-	(1,302.92)
05/23/22 - Bill.com Payments	(56,784.64)	-	(1,310.00)	(58,094.64)
05/27/22 - Bank Fee	(34.00)	-	-	(34.00)
05/27/22 -ADP Payroll/taxes - May	(430.60)	-	-	(430.60)
05/31/22 - Xcel	(19.32)	-	-	(19.32)
06/01/22 - Transfer from Colotrust	120,000.00	-	-	120,000.00
06/01/22 - Bank Fee Refunded	34.00	-	-	34.00
06/02/22 - Bill.com payments	(10,590.17)	-	-	(10,590.17)
06/08/22 - CORE Payment	(1,019.30)	-	-	(1,019.30)
06/15/22 - Roxborough Water Payment June	(2,335.10)	-	-	(2,335.10)
06/16/22 - Transfer from Colotrust	61,411.83	-	8,588.17	70,000.00
06/22/22 - Bank Fee	(15.00)	-	-	(15.00)
06/23/22 - Bill.com Payments	(11,225.50)	-	-	(11,225.50)
06/27/22 - Bill.com Payments	(55,136.11)	-	-	(55,136.11)
06/28/22 - Xcel	(19.16)	-	-	(19.16)
07/01/22 - Director Fees	(430.60)	-	-	(430.60)
07/07/22 - Bill.com Payments	(19,056.64)	-	-	(19,056.64)
07/11/22 - Bill.com Payments	(250.00)	-	-	(250.00)
07/12/22 - CORE Payment	(1,353.03)	-	-	(1,353.03)
Anticipated Transfer from ColoTrust	200,000.00	-	-	200,000.00
Anticipated Bill.com Payments	(220,956.24)	-	(8,653.72)	(229,609.96)
<b>Anticipated Balance</b>	<b>60,792.57</b>	<b>-</b>	<b>-</b>	<b>60,792.57</b>
<b>Colotrust - Plus</b>				
Balance as of 03/31/22	822,500.07	4,792.00	1,378,413.32	2,205,705.39
Subsequent activities:				
04/14/22 - Transfer to 1st Bank	(91,000.00)	-	-	(91,000.00)
04/08/22 - March PTAX	52,357.12	-	-	52,357.12
04/30/22 - Interest Income	809.78	-	-	809.78
05/10/22 - April PTAX	69,724.87	-	-	69,724.87
05/10/22 - April SOT Tax	7,993.91	-	-	7,993.91
05/31/22 - Interest Income	1,497.11	-	-	1,497.11
06/01/22 - Transfer to 1st bank	(120,000.00)	-	-	(120,000.00)
06/07/22 - Ken Caryl Little League Deposit	2,000.00	-	-	2,000.00
06/10/22 - May PTAX	105,518.53	-	-	105,518.53
06/14/22 - Q2 Lottery Funds	10,436.08	-	-	10,436.08
06/16/22 - Transfer to 1st Bank	(61,411.83)	-	(8,588.17)	(70,000.00)
06/30/22 - Interest Income	2,093.02	-	-	2,093.02
07/11/22 - June PTAX	351,724.80	-	-	351,724.80
Anticipated Transfer to 1st Checking	(200,000.00)	-	-	(200,000.00)
<b>Anticipated Balance</b>	<b>954,243.46</b>	<b>4,792.00</b>	<b>1,369,825.15</b>	<b>2,328,860.61</b>
<b>Anticipated Balances</b>	<b>\$ 1,015,036.03</b>	<b>\$ 4,792.00</b>	<b>\$ 1,369,825.15</b>	<b>\$ 2,389,653.18</b>

**Monthly Yield on 06/30/22:**

First Bank - 0.0%

Colotrust Plus - 1.1707%

**ROXBOROUGH VILLAGE METRO DISTRICT**  
**Property Taxes Reconciliation**  
**2022**

	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	\$ 10,563.74	\$ -	\$ 7,393.79	\$ -	\$ (158.47)	\$ 17,799.06	1.03%	1.03%	\$ 50,225.08	2.22%	2.22%
February	445,392.08	-	6,591.17	-	(6,680.87)	445,302.38	43.27%	44.30%	728,016.04	42.56%	44.78%
March	45,309.40	-	7,700.23	27.53	(680.04)	52,357.12	4.40%	48.70%	87,719.36	4.21%	48.99%
April	70,776.90	-	7,993.91	3.57	(1,055.60)	77,718.78	6.88%	55.58%	140,039.03	7.47%	56.45%
May	98,964.14	-	7,993.27	46.36	(1,485.24)	105,518.53	9.62%	65.19%	139,097.60	7.50%	63.95%
June	349,832.70	-	7,047.16	93.82	(5,248.88)	351,724.80	33.99%	99.18%	603,250.04	34.80%	98.75%
July	-	-	-	-	-	-	0.00%	99.18%	25,126.98	0.65%	99.40%
August	-	-	-	-	-	-	0.00%	99.18%	17,541.81	0.23%	99.63%
September	-	-	-	-	-	-	0.00%	99.18%	17,257.82	0.20%	99.83%
October	-	-	-	-	-	-	0.00%	99.18%	15,567.53	0.07%	99.91%
November	-	-	-	-	-	-	0.00%	99.18%	14,245.59	0.05%	99.95%
December	-	-	-	-	-	-	0.00%	99.18%	12,108.93	0.03%	99.98%
	<b>\$ 1,020,838.96</b>	<b>\$ -</b>	<b>\$ 44,719.53</b>	<b>\$ 171.28</b>	<b>\$ (15,309.10)</b>	<b>\$ 1,050,420.67</b>	<b>99.18%</b>	<b>99.18%</b>	<b>\$ 1,850,195.81</b>	<b>99.98%</b>	<b>99.98%</b>

Taxes Levied	% of Levied	Property Taxes Collected	% Collected to Amount Levied
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**Property Tax**

General Fund	\$ 1,029,247	100.00%	\$ 1,020,838.96	99.18%
	<u>\$ 1,029,247</u>	<u>100.00%</u>	<u>\$ 1,020,838.96</u>	<u>99.18%</u>

Chatfield Farms	\$ 273,689.68
	<u>\$ 273,689.68</u>

**Specific Ownership Tax**

General Fund	\$ 82,340	100.00%	\$ 44,719.53	54.31%
Debt Service Fund	-	0.00%	-	0.00%
	<u>\$ 82,340</u>	<u>100.00%</u>	<u>\$ 44,719.53</u>	<u>54.31%</u>

**Treasurer's Fees**

General Fund	\$ 15,438	100.00%	\$ 15,309.10	99.17%
Debt Service Fund	-	0.00%	-	0.00%
	<u>\$ 15,438</u>	<u>100.00%</u>	<u>\$ 15,309.10</u>	<u>99.17%</u>

	\$ 4,104.42
	-
	<u>\$ 4,104.42</u>

**Roxborough Village Metro District**  
**Claims Listing**  
**06/01/22-06/30/22**

Vendor	Invoice #	Description	Balance
<b>ACH</b>			
CORE Electric Cooperative	21-May	Utilities	\$ 23.08
CORE Electric Cooperative	21-May	Utilities	18.50
CORE Electric Cooperative	21-May	Utilities	49.00
CORE Electric Cooperative	21-May	Utilities	21.74
CORE Electric Cooperative	21-May	Utilities	99.33
CORE Electric Cooperative	21-May	Utilities	227.67
CORE Electric Cooperative	21-May	Utilities	21.13
CORE Electric Cooperative	21-May	Utilities	516.00
CORE Electric Cooperative	21-May	Utilities	21.00
CORE Electric Cooperative	21-May	Utilities	21.85
			<u>1,019.30</u>
*Roxborough Water & Sanitation District	21-May	Nonpotable water purchase usage	505.00
*Roxborough Water & Sanitation District	21-May	Nonpotable water purchase usage	239.75
*Roxborough Water & Sanitation District	21-May	Nonpotable water purchase usage	110.50
*Roxborough Water & Sanitation District	21-May	Nonpotable water purchase usage	681.50
*Roxborough Water & Sanitation District	21-May	Nonpotable water purchase usage	798.35
			<u>2,335.10</u>
Xcel Energy	21-May	Utilities	19.16
			<u>19.16</u>
		<b>Total ACH</b>	<u><u>\$ 3,373.56</u></u>
<b>Check or Epayment</b>			
<b>General</b>			
ARK Ecological Services, LLC	3545	Landscape weed control	2,824.55
ARK Ecological Services, LLC	3545	Landscape weed control	4,845.43
CliftonLarsonAllen, LLP	3312278	Accounting	7,811.45
CliftonLarsonAllen, LLP	3280468	Accounting	2,920.19
Douglas County Deputy Sheriff's Association	10658	Security	201.00
EcoResource Solutions, Inc.	15528	Pond Maintenance	3,260.50
Folkestad Fazekas Barrick & Patoile, P.C	42922	Legal services	7,036.50
Folkestad Fazekas Barrick & Patoile, P.C	43434	Legal services	4,189.00
Folkestad Fazekas Barrick & Patoile, P.C	46079	Dues and licenses	3,872.00
Folkestad Fazekas Barrick & Patoile, P.C	46079	Legal services	5,398.00
Foothills Park & Recreation District	SALES000000034325	Foothills Park and Recreation fees	1,332.01
Lightning Mobile Services, LLC	11502	Graffiti removal/ vandalism	545.00
Metco Landscape, LLC	56980938	Landscape irrigation maintenance	184.13
Metco Landscape, LLC	SM214871	Landscape contract	14,921.00
Metco Landscape, LLC	SM216465	Landscape contract	14,921.00
Mulhern MRE Inc.	MMRE62970	Engineering	272.00
Patriot Pest Control	966190	Mosquito control	1,500.00
United Site Services	114-13089866	Portable restrooms	49.50
United Site Services	114-13126542	Portable restrooms	380.31
United Site Services	114-13126543	Portable restrooms	380.31
Utility Notification Center of Colorado	222051279	Miscellaneous	107.90
			<u>\$ 76,951.78</u>
		<b>TOTAL Checks/Epayment</b>	<u><u>\$ 76,951.78</u></u>





## Monthly Maintenance Report for Roxborough Village

METCO LANDSCAPE, INC.

Submitted by: Bill Barr 7/12/2022 Recipients: Anna Jones, Public Manager

### REVIEW OF GANTTED OPERATIONS

Turf

All turf looks good dealing with warm temps

Shrub Beds

all look good

Trees

All look good mulch pulled away from crowns if necessary

Irrigation

Dealing with some inlet problems at pump station but can work on in the near future. Several leaks have been fixed in the field. Working with company installing water line on Rampart Rd to identify any irrigation in the street.

Site Policing

Site policing done Mondays and Thursday

Overall Site

Sittes look good jungle gyms taken down at Community park and Airplane park

Review of Operatons for Upcoming Month:

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

Will be adding playground mulch in areas that need it at Jungle gyms



## Roxborough Tree Service Update 7/14/22

As of late June, all brush piles in the large parking lot have been hauled away and the areas cleaned up. There was about 250 yards of branches hauled off and 20 yards of branches chipped up and left on site as mulch.

A pile of mulch from the brush chipping day may still remain, Metco will likely be your best option if there's left over mulch that you need hauled away.

We have completed the approved trimming work from last year, (Deadwood and clearance pruning in all the relevant areas, as needed.) If the community finds anything we missed, we'll send a crew out to handle it asap.

The next service to be performed will be fertilizer in the Fall.

### Regarding the planting of the 6 warranty trees.

-There has been a change in plans here, originally, we were to remove a tree and grind 2 stumps at Chatfield farms park and remove a tree and grind 3 stumps at Marmot ridge park. Then we were to plant 2 trees at Chatfield farms park, and 4 trees at Marmot Ridge Park.

-I think the current state of affairs is to hold off on Chatfield farms park tree planting until the sprinklers in the area are repaired, but marmot park is good to go.

#### -Perspective and Logistics-

-It is officially Summer, and the hot days have arrived. We may want to do the planting in the Fall or next Spring. I recommend next Spring, but we can prep the area anytime.

-We would like to be efficient on the tree planting day and plant all 6 trees in one day, thus limiting the extra travel time and prep time required for 2 separate days of planting. Therefore, we would like to do the tree planting work at both Chatfield farms park and Marmot Ridge Park on the same day.

-Waiting till Spring of 2023 will give enough time to correct the water issues at Chatfield Farms Park, it will allow the tree nurseries to restock with a better selection of trees and allow plenty of time to change the plans should other reasons for changes pop up.

**ROXBOROUGH VILLAGE  
METROPOLITAN DISTRICT  
Douglas County, Colorado**

**FINANCIAL STATEMENTS AND  
SUPPLEMENTARY INFORMATION  
YEAR ENDED DECEMBER 31, 2021**

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT  
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Board of Directors  
Roxborough Village Metropolitan District  
Douglas County, Colorado

## Independent Auditor's Report

### Opinions

We have audited the accompanying financial statements of the governmental activities and each major fund of Roxborough Village Metropolitan District (the "District"), as of and for the year ended December 31, 2021, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of Roxborough Village Metropolitan District as of December 31, 2021, and the respective changes in financial position and the respective budgetary comparison for the general fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

### Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America (GAAP), and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

## **Auditor's Responsibilities for the Audit of the Financial Statements**

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

Exercise professional judgment and maintain professional skepticism throughout the audit.

Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.

Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control—related matters that we identified during the audit.

## Other Matters

### Required Supplemental Information

Management has omitted the management's discussion and analysis that accounting principles generally accepted in the United States require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinions on the basic financial statements are not affected by this missing information.

### Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the District's basic financial statements as a whole. The supplementary information as listed in the table of contents is presented for the purposes of legal compliance and additional analysis and is not a required part of the basic financial statements. The supplementary information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, such information is fairly stated in all material respects in relation to the basic financial statements as a whole.

The other information, as listed in the table of contents, has not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.



Wipfli LLP  
Lakewood, Colorado

June 28, 2022

**BASIC FINANCIAL STATEMENTS**



**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT  
STATEMENT OF NET POSITION  
DECEMBER 31, 2021**

	<u>Governmental Activities</u>
<b>ASSETS</b>	
Cash and Investments	\$ 1,958,583
Cash and Investments - Restricted	34,200
Receivable - County Treasurer	12,109
Property Taxes Receivable	1,029,247
Prepaid Expenses	502
Capital Assets, Not Being Depreciated	2,602,523
Capital Assets, Net	<u>1,727,907</u>
Total Assets	7,365,071
<b>LIABILITIES</b>	
Accounts Payable	85,828
Noncurrent Liabilities:	
Due in More than One Year	<u>306,441</u>
Total Liabilities	392,269
<b>DEFERRED INFLOWS OF RESOURCES</b>	
Deferred Property Tax Revenue	<u>1,029,247</u>
Total Deferred Inflows of Resources	<u>1,029,247</u>
<b>NET POSITION</b>	
Investment in Capital Assets	4,330,430
Restricted for:	
Emergency Reserve	34,200
Unrestricted	<u>1,578,925</u>
Total Net Position	<u><u>\$ 5,943,555</u></u>

See accompanying Notes to Basic Financial Statements.

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT  
STATEMENT OF ACTIVITIES  
YEAR ENDED DECEMBER 31, 2021**

FUNCTIONS/PROGRAMS	Program Revenues			Net Revenues (Expenses) and Change in Net Position	
	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities
Primary Government:					
Governmental Activities:					
General Government	\$ 543,675	\$ -	\$ -	\$ -	\$ (543,675)
Parks	969,864	1,700	-	44,258	(923,906)
Interest and Related Costs on Long-Term Debt	100,153	-	-	-	(100,153)
Loss on Disposal of Capital Assets	272,897	-	-	-	(272,897)
	<u>\$ 1,886,589</u>	<u>\$ 1,700</u>	<u>\$ -</u>	<u>\$ 44,258</u>	<u>(1,840,631)</u>
<b>GENERAL REVENUES</b>					
Property Taxes					1,709,904
Specific Ownership Taxes					164,935
Interest Income					2,568
Other					10,533
Total General Revenues					<u>1,887,940</u>
<b>CHANGE IN NET POSITION</b>					47,309
Net Position - Beginning of Year					<u>5,896,246</u>
<b>NET POSITION - END OF YEAR</b>					<u>\$ 5,943,555</u>

See accompanying Notes to Basic Financial Statements.

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
DECEMBER 31, 2021**

	General	Debt Service	Capital Projects	Totals Governmental Funds
<b>ASSETS</b>				
Cash and Investments	\$ 560,147	\$ 10	\$ 1,398,426	\$ 1,958,583
Cash and Investments - Restricted	34,200	-	-	34,200
Receivable - County Treasurer	11,889	220	-	12,109
Property Taxes Receivable	1,029,247	-	-	1,029,247
Due from Other Funds	230	-	-	230
Prepaid Expenses	502	-	-	502
	<u>\$ 1,636,215</u>	<u>\$ 230</u>	<u>\$ 1,398,426</u>	<u>\$ 3,034,871</u>
<b>LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES</b>				
<b>LIABILITIES</b>				
Accounts Payable	\$ 83,754	\$ -	\$ 2,074	\$ 85,828
Due to Other Funds	-	230	-	230
Total Liabilities	<u>83,754</u>	<u>230</u>	<u>2,074</u>	<u>86,058</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>				
Deferred Property Tax Revenue	1,029,247	-	-	1,029,247
Total Deferred Inflows of Resources	<u>1,029,247</u>	<u>-</u>	<u>-</u>	<u>1,029,247</u>
<b>FUND BALANCES</b>				
Nonspendable	502	-	-	502
Restricted for:				
Emergency Reserves	34,200	-	-	34,200
Assigned:				
Subsequent Year's Expenditures	124,413	-	-	124,413
Capital Projects	-	-	1,396,352	1,396,352
Unassigned	364,099	-	-	364,099
Total Fund Balances	<u>523,214</u>	<u>-</u>	<u>1,396,352</u>	<u>1,919,566</u>
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	<u>\$ 1,636,215</u>	<u>\$ 230</u>	<u>\$ 1,398,426</u>	
Amounts reported for governmental activities in the statement of net position are different because:				
Capital assets are reported as assets on the statement of net position but are recorded as expenditures in the funds.				
Capital Assets, Not Being Depreciated				2,602,523
Capital Assets, Net				1,727,907
Long-term liabilities, including bonds payable, are not due and payable in the current period and, therefore, are not reported in the funds.				
Developer Advance Payable				(209,734)
Accrued Developer Advance Interest Payable				(96,707)
Net Position of Governmental Activities				<u>\$ 5,943,555</u>

See accompanying Notes to Basic Financial Statements.

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT**  
**STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES**  
**GOVERNMENTAL FUNDS**  
**YEAR ENDED DECEMBER 31, 2021**

	General	Debt Service	Capital Projects	Total Governmental Funds
<b>REVENUES</b>				
Property Taxes	\$ 970,903	\$ 739,001	\$ -	\$ 1,709,904
Specific Ownership Taxes	164,935	-	-	164,935
Conservation Trust Funds	-	-	44,258	44,258
Interest Income	442	2,126	-	2,568
Reimbursed Expenditures	-	-	9,948	9,948
Sports Field Revenue	1,700	-	-	1,700
Miscellaneous	585	-	-	585
Total Revenues	<u>1,138,565</u>	<u>741,127</u>	<u>54,206</u>	<u>1,933,898</u>
<b>EXPENDITURES</b>				
Current:				
Accounting	55,659	-	2,188	57,847
Audit	5,000	-	-	5,000
Communications	3,045	-	-	3,045
Community Events	2,168	-	-	2,168
County Treasurer's Fees	14,576	11,094	-	25,670
Directors' Fees	9,000	-	-	9,000
Dues and Subscriptions	1,053	-	-	1,053
Engineering	34,308	-	3,332	37,640
Foothills Park and Recreation Fees	18,883	-	-	18,883
Insurance and Bonds	30,613	-	-	30,613
Legal	72,836	-	14,415	87,251
Maintenance and Utilities - Park	446,142	-	-	446,142
Management	157,013	-	76,243	233,256
Miscellaneous	1,599	-	-	1,599
Newsletter and Postage	1,758	-	-	1,758
Payroll Tax	689	-	-	689
Repairs and Maintenance	29,126	-	-	29,126
Security	171	-	-	171
Seasonal Lights	8,850	-	-	8,850
Snow Removal	38,790	-	-	38,790
Debt Service:				
Bond Principal	-	1,884,555	-	1,884,555
Bond Interest	-	75,241	-	75,241
Paying Agent and Trustee Fees	-	3,700	-	3,700
Capital Outlay/Expenditures	-	-	395,017	395,017
Total Expenditures	<u>931,279</u>	<u>1,974,590</u>	<u>491,195</u>	<u>3,397,064</u>
<b>EXCESS OF REVENUES OVER (UNDER) EXPENDITURES</b>	207,286	(1,233,463)	(436,989)	(1,463,166)
<b>OTHER FINANCING SOURCES (USES)</b>				
Operating Transfers In	-	3,852	240,000	243,852
Operating Transfers Out	(243,852)	-	-	(243,852)
Total Other Financing Sources (Uses)	<u>(243,852)</u>	<u>3,852</u>	<u>240,000</u>	<u>-</u>
<b>NET CHANGE IN FUND BALANCES</b>	(36,566)	(1,229,611)	(196,989)	(1,463,166)
Fund Balances - Beginning of Year	<u>559,780</u>	<u>1,229,611</u>	<u>1,593,341</u>	<u>3,382,732</u>
<b>FUND BALANCES - END OF YEAR</b>	<u>\$ 523,214</u>	<u>\$ -</u>	<u>\$ 1,396,352</u>	<u>\$ 1,919,566</u>

See accompanying Notes to Basic Financial Statements.

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT  
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES  
IN FUND BALANCES OF THE GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES  
YEAR ENDED DECEMBER 31, 2021**

Net Change in Fund Balances - Governmental Funds \$ (1,463,166)

Amounts reported for governmental activities in the statement of activities are different because:

Governmental funds report capital outlays as expenditures. In the statement of activities, capital outlays are not reported as expenditures. However, the statement of activities will report as depreciation expense, the allocation of the cost of any depreciable asset over the estimated useful life of the asset.

Capital Outlay	395,017
Depreciation	(486,082)
Loss on Disposal of Capital Assets	(272,897)

The issuance of long-term debt (e.g., bonds, leases) provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position. Also, governmental funds report the effect of premiums, discounts, and similar items when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities. The net effect of these differences in the treatment of long-term debt and related items is as follows:

Current Year Bond Principal Payment	1,884,560
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Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.

Accrued Interest on Developer Advance - Change in Liability	(12,584)
Accrued Interest on Bonds - Change in Liability	2,461
	2,461

Change in Net Position of Governmental Activities	\$ 47,309
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**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE –  
BUDGET AND ACTUAL  
YEAR ENDED DECEMBER 31, 2021**

	Budget Original and Final	Actual Amounts	Variance with Final Budget Positive (Negative)
<b>REVENUES</b>			
Property Taxes	\$ 971,106	\$ 970,903	\$ (203)
Specific Ownership Taxes	136,821	164,935	28,114
Interest Income	5,000	442	(4,558)
Sports Field Fees	-	1,700	1,700
Miscellaneous Income	5,000	585	(4,415)
Total Revenues	<u>1,117,927</u>	<u>1,138,565</u>	<u>20,638</u>
<b>EXPENDITURES</b>			
Accounting	55,000	55,659	(659)
Audit	5,200	5,000	200
Communications	15,000	3,045	11,955
Community Events	35,000	2,168	32,832
Contingency	50,723	-	50,723
County Treasurer's Fees	14,567	14,576	(9)
Directors' Fees	8,000	9,000	(1,000)
Dues and Subscriptions	1,380	1,053	327
Election Expense	50,000	-	50,000
Engineering	46,000	34,308	11,692
Foothills Park and Recreation Fees	15,000	18,883	(3,883)
Insurance and Bonds	10,400	30,613	(20,213)
Legal	95,000	72,836	22,164
Maintenance and Utilities - Park	538,800	446,142	92,658
Management	160,000	157,013	2,987
Miscellaneous	4,000	1,599	2,401
Newsletter and Postage	10,000	1,758	8,242
Payroll Tax	710	689	21
Repairs and Maintenance	36,600	29,126	7,474
Security	-	171	(171)
Seasonal Lights	14,420	8,850	5,570
Snow Removal	41,200	38,790	2,410
Total Expenditures	<u>1,207,000</u>	<u>931,279</u>	<u>275,721</u>
<b>EXCESS OF REVENUES OVER (UNDER) EXPENDITURES</b>	(89,073)	207,286	296,359
<b>OTHER FINANCING SOURCES (USES)</b>			
Operating Transfers In	-	-	-
Operating Transfers Out	-	(243,852)	(243,852)
Total Other Financing Sources (Uses)	<u>-</u>	<u>(243,852)</u>	<u>(243,852)</u>
<b>NET CHANGE IN FUND BALANCE</b>	(89,073)	(36,566)	52,507
Fund Balance - Beginning of Year	<u>456,897</u>	<u>559,780</u>	<u>102,883</u>
<b>FUND BALANCE - END OF YEAR</b>	<u>\$ 367,824</u>	<u>\$ 523,214</u>	<u>\$ 155,390</u>

See accompanying Notes to Basic Financial Statements.

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT  
NOTES TO BASIC FINANCIAL STATEMENTS  
DECEMBER 31, 2021**

**NOTE 1 DEFINITION OF REPORTING ENTITY**

Roxborough Village Metropolitan District (the District), a quasi-municipal corporation and political subdivision of the State of Colorado, was organized by order and decree of the District Court of Douglas County 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 operates under a Service Plan approved by Douglas County on April 30, 1985, amended several times to date. 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.

The District follows the Governmental Accounting Standards Board (GASB) accounting pronouncements, which provide guidance for determining which governmental activities, organizations and functions should be included within the financial reporting entity. GASB pronouncements set forth the financial accountability of a governmental organization's elected governing body as the basic criterion for including a possible component governmental organization in a primary government's legal entity. Financial accountability includes, but is not limited to, appointment of a voting majority of the organization's governing body, ability to impose its will on the organization, a potential for the organization to provide specific financial benefits or burdens, and fiscal dependency.

The District is not financially accountable for any other organization, nor is the District a component unit of any other primary governmental entity.

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

**NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

The more significant accounting policies of the District are described as follows:

**Government-Wide and Fund Financial Statements**

The government-wide financial statements include the statement of net position and the statement of activities. These financial statements include all of the activities of the District. The effect of interfund activity has been removed from these statements. Governmental activities are normally supported by property taxes and intergovernmental revenues.

The statement of net position reports all financial and capital resources of the District. The difference between the sum of assets and deferred outflow of resources, and the sum of liabilities and deferred inflow of resources is reported as net position.

The statement of activities demonstrates the degree to which the direct and indirect expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment, and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported as general revenues.

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT  
NOTES TO BASIC FINANCIAL STATEMENTS  
DECEMBER 31, 2021**

**NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Government-Wide and Fund Financial Statements (Continued)**

Separate financial statements are provided for the governmental funds. Major individual governmental funds are reported as separate columns in the fund financial statements.

**Measurement Focus, Basis of Accounting, and Financial Statement Presentation**

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Grants and similar items are recognized as revenues as soon as all eligibility requirements imposed by the provider have been met. Depreciation is computed and recorded as an operating expense. Expenditures for capital assets are shown as increases in assets and redemption of bonds and notes are recorded as a reduction in liabilities.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. The major sources of revenue susceptible to accrual are property taxes. All other revenue items are considered to be measurable and available only when cash is received by the District. Expenditures, other than interest on long-term obligations, are recorded when the liability is incurred or the long-term obligation due.

The District reports the following major governmental funds:

The General Fund is the District's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

The Debt Service Fund accounts for the resources accumulated and payments made for principal and interest on long-term general obligation debt of the governmental funds.

The Capital Projects Fund is used to account for financial resources to be used for the acquisition and construction of capital equipment and facilities.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

Amounts reported as program revenues include: 1) charges to customers or applicants for goods, services, or privileges provided, 2) operating grants and contributions, and 3) capital grants and contributions, including special assessments. Internally dedicated resources are reported as general revenues rather than as program revenues. Likewise, general revenues include all taxes.



**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT  
NOTES TO BASIC FINANCIAL STATEMENTS  
DECEMBER 31, 2021**

**NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Budgets**

In accordance with the Colorado State Budget Law, the District's Board of Directors holds public hearings in the fall each year to approve the budget and appropriate the funds for the ensuing year. The appropriation is at the total fund expenditures and other financing uses level and lapses at year-end. The District's Board of Directors can modify the budget by line item within the total appropriation without notification. The appropriation can only be modified upon completion of notification and publication requirements. The budget includes each fund on its basis of accounting unless otherwise indicated.

**Pooled Cash and Investments**

The District follows the practice of pooling cash and investments of all funds to maximize investment earnings. Except when required by trust or other agreements, all cash is deposited to and disbursed from a single bank account. Cash in excess of immediate operating requirements is pooled for deposit and investment flexibility. Investment earnings are allocated periodically based upon each fund's average equity balance in the total cash.

**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, sale of the tax liens on delinquent properties are held in November or December. The County Treasurer remits the taxes collected monthly to the District.

Property taxes, net of estimated uncollectible taxes, are recorded initially as deferred inflow of resources in the year they are levied and measurable. The property tax revenues are recorded as revenue in the year they are available or collected.

**Interfund Balances**

The District reports interfund balances that are representative of lending/borrowing arrangements between funds in the fund financial statements as due to/from other funds. The interfund balances have been eliminated in the government-wide statements.

**Capital Assets**

Capital assets, which include property, equipment, and infrastructure assets (e.g., trails, sidewalks and similar items), are reported in the governmental activities column in the government-wide financial statements. Capital assets are defined by the District as assets with an initial, individual cost of more than \$5,000. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT  
NOTES TO BASIC FINANCIAL STATEMENTS  
DECEMBER 31, 2021**

**NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Capital Assets (Continued)**

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend the life of the asset are not capitalized. Improvements are capitalized and depreciated over the remaining useful lives of the related capital assets, as applicable.

Depreciation expense has been computed using the straight-line method over the estimated economic useful lives:

Infrastructure:	
Drainage/Irrigation Improvements	15 Years
Park and Recreation Facilities	10 to 20 Years
Parking Improvements	20 Years

**Deferred Inflows of Resources**

In addition to liabilities, the statement of net position reports a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net position that applies to a future period and so will not be recognized as an inflow of resources (revenue) until that time. The District has one item that qualifies for reporting in this category. Accordingly, the item, *deferred property tax revenue*, is deferred and recognized as an inflow of resources in the period that the amount becomes available.

**Equity**

**Net Position**

For government-wide presentation purposes, when both restricted and unrestricted resources are available for use, it is the District's practice to use restricted resources first, then unrestricted resources as they are needed.

**Fund Balance**

Fund balance for governmental funds should be reported in classifications that comprise a hierarchy based on the extent to which the government is bound to honor constraints on the specific purposes for which spending can occur. Governmental funds report up to five classifications of fund balance: nonspendable, restricted, committed, assigned, and unassigned. Because circumstances differ among governments, not every government or every governmental fund will present all of these components. The following classifications describe the relative strength of the spending constraints:

*Nonspendable Fund Balance* – The portion of fund balance that cannot be spent because it is either not in spendable form (such as prepaid amounts or inventory) or legally or contractually required to be maintained intact.

*Restricted Fund Balance* – The portion of fund balance that is constrained to being used for a specific purpose by external parties (such as bondholders), constitutional provisions, or enabling legislation.

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT  
NOTES TO BASIC FINANCIAL STATEMENTS  
DECEMBER 31, 2021**

**NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Equity (Continued)**

**Fund Balance (Continued)**

*Committed Fund Balance* – The portion of fund balance that can only be used for specific purposes pursuant to constraints imposed by formal action of the government's highest level of decision-making authority, the Board of Directors. The constraint may be removed or changed only through formal action of the Board of Directors.

*Assigned Fund Balance* – The portion of fund balance that is constrained by the government's intent to be used for specific purposes, but is neither restricted nor committed. Intent is expressed by the board of directors to be used for a specific purpose. Constraints imposed on the use of assigned amounts are more easily removed or modified than those imposed on amounts that are classified as committed.

*Unassigned Fund Balance* – The residual portion of fund balance that does not meet any of the criteria described above.

If more than one classification of fund balance is available for use when an expenditure is incurred, it is the District's practice to use the most restrictive classification first.

**NOTE 3 CASH AND INVESTMENTS**

Cash and investments as of December 31, 2021, are classified in the accompanying financial statements as follows:

Statement of Net Position:

Cash and Investments	\$ 1,958,583
Cash and Investments - Restricted	34,200
Total Cash and Investments	<u>\$ 1,992,783</u>

Cash and investments as of December 31, 2021, consist of the following:

Deposits with Financial Institutions	\$ 56,272
Investments	1,936,511
Total Cash and Investments	<u>\$ 1,992,783</u>

**Deposits with Financial Institutions**

The Colorado Public Deposit Protection Act (PDPA) requires that all units of local government deposit cash in eligible public depositories. Eligibility is determined by state regulators. Amounts on deposit in excess of federal insurance levels must be collateralized. The eligible collateral is determined by the PDPA. PDPA allows the institution to create a single collateral pool for all public funds. The pool for all the uninsured public deposits as a group is to be maintained by another institution or held in trust. The market value of the collateral must be at least 102% of the aggregate uninsured deposits

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT  
NOTES TO BASIC FINANCIAL STATEMENTS  
DECEMBER 31, 2021**

**NOTE 3 CASH AND INVESTMENTS (CONTINUED)**

**Deposits with Financial Institutions (Continued)**

The State Commissioners for banks and financial services are required by statute to monitor the naming of eligible depositories and reporting of the uninsured deposits and assets maintained in the collateral pools.

At December 31, 2021, the District's cash deposits had a bank balance and a carrying balance of \$56,272.

**Investments**

The District has not adopted a formal investment policy; however, the District follows state statutes regarding investments.

The District generally limits its concentration of investments to those noted with an asterisk (\*) below, which are believed to have minimal credit risk, minimal interest rate risk, and no foreign currency risk. Additionally, the District is not subject to concentration risk or investment custodial risk disclosure requirements for investments that are in the possession of another party.

Colorado revised statutes limit investment maturities to five years or less unless formally approved by the Board of Directors. Such actions are generally associated with a debt service reserve or sinking fund requirements.

Colorado statutes specify investment instruments meeting defined rating and risk criteria in which local governments may invest which include:

- . Obligations of the United States, certain U.S. government agency securities, and securities of the World Bank
- . General obligation and revenue bonds of U.S. local government entities
- . Certain certificates of participation
- . Certain securities lending agreements
- . Bankers' acceptances of certain banks
- . Commercial paper
- . Written repurchase agreements and certain reverse repurchase agreements collateralized by certain authorized securities
- \* Certain money market funds
- . Guaranteed investment contracts
- \* Local government investment pools

As of December 31, 2021, the District had the following investments:

<u>Investment</u>	<u>Maturity</u>	<u>Amount</u>
Colorado Local Government Liquid Asset Trust (COLOTRUST)	Weighted-Average Under 60 Days	\$ 1,936,501
Morgan Stanley Institutional Liquidity Funds	Weighted-Average Under 90 Days	10
Total		<u>\$ 1,936,511</u>

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT  
NOTES TO BASIC FINANCIAL STATEMENTS  
DECEMBER 31, 2021**

**NOTE 3 CASH AND INVESTMENTS (CONTINUED)**

**COLOTRUST**

The District invested in the Colorado Local Government Liquid Asset Trust (COLOTRUST) (the Trust), an investment vehicle established for local government entities in Colorado to pool surplus funds. The State Securities Commissioner administers and enforces all state statutes governing the Trust. The Trust currently offers three portfolios – COLOTRUST PRIME, COLOTRUST PLUS+, and COLOTRUST EDGE. COLOTRUST PRIME and COLOTRUST PLUS+, which operate similarly to a money market fund and each share is equal in value to \$1.00, offer daily liquidity. Both portfolios may invest in U.S. Treasury securities and repurchase agreements collateralized by U.S. Treasury securities. COLOTRUST PLUS+ may also invest in certain obligations of U.S. government agencies, highest rated commercial paper, and any security allowed under CRS 24-75-601. COLOTRUST EDGE, a variable Net Asset Value (NAV) Local Government Investment Pool, offers weekly liquidity and is managed to approximate a \$10.00 transactional share price. COLOTRUST EDGE may invest in securities authorized by CRS 24-75-601, including U.S. Treasury securities, repurchase agreements collateralized by U.S. Treasury securities, certain obligations of U.S. government agencies, highest rated commercial paper, and any security allowed under CRS 24-75-601. A designated custodial bank serves as custodian for the Trust's portfolios pursuant to a custodian agreement. The custodian acts as safekeeping agent for the Trust's investment portfolios and provides services as the depository in connection with direct investments and withdrawals. The custodian's internal records segregate investments owned by the Trust. COLOTRUST is rated AAAM by Standard & Poor's. COLOTRUST records its investments at fair value and the District records its investment in COLOTRUST at net asset value as determined by fair value. There are no unfunded commitments, the redemption frequency is daily or weekly, and there is no redemption notice period.

**Morgan Stanley Institutional Liquidity Funds Treasury Portfolio**

The debt service money that is included in the trust accounts at United Missouri Bank is invested in the Morgan Stanley Institutional Liquidity Funds' Treasury Securities Portfolio. This portfolio is a money market fund that is managed by Morgan Stanley Investment Management and each share is equal in value to \$1.00. The fund is AAAM rated and invests exclusively in U.S. Treasury obligations and repurchase agreements collateralized by U.S. Treasury securities. The average maturity of the underlying securities is 90 days or less. The fund records its investments based on amortized costs. The District records its investment in the fund using the net asset value method.

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
**DECEMBER 31, 2021**

**NOTE 4 CAPITAL ASSETS**

An analysis of the changes in capital assets for the year ended December 31, 2021 follows:

	Balance at December 31, 2020	Increases	Decreases	Balance at December 31, 2021
<b>Governmental Activities:</b>				
Capital Assets, Not Being Depreciated:				
Drainage/Irrigation Improvements	\$ 693,211	\$ -	\$ -	\$ 693,211
Landscape Median Renovation	100,762	-	100,762	-
Park and Recreation Facilities	1,123,364	-	118,205	1,005,159
Water Rights	684,968	17,317	-	702,285
Land	22,905	-	-	22,905
Construction in Progress	14,062	164,901	-	178,963
Total Capital Assets, Not Being Depreciated	2,639,272	182,218	218,967	2,602,523
Capital Assets, Being Depreciated:				
Drainage/Irrigation Improvements	1,107,892	84,280	88,863	1,103,309
Park and Recreation Facilities	3,098,176	128,519	125,030	3,101,665
Parking Lot Improvements	211,400	-	5,183	206,217
Total Capital Assets, Being Depreciated	4,417,468	212,799	219,076	4,411,191
Less Accumulated Depreciation For:				
Drainage/Irrigation Improvements	532,882	158,769	54,643	637,008
Park and Recreation Facilities	1,780,760	313,174	110,280	1,983,654
Parking Lot Improvements	48,706	14,139	223	62,622
Total Accumulated Depreciation	2,362,348	486,082	165,146	2,683,284
Total Capital Assets, Being Depreciated, Net	2,055,120	(273,283)	53,930	1,727,907
Governmental Activities Capital Assets, Net	<u>\$ 4,694,392</u>	<u>\$ (91,065)</u>	<u>\$ 272,897</u>	<u>\$ 4,330,430</u>

Depreciation expense was charged to the Parks function on the statement of activities.

During 2021, the District disposed a portion of the capital assets that were replaced or no longer in use. The net costs of all disposed assets were removed from the District's financial records and the loss on disposal was recorded on the statement of activities.

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT  
NOTES TO BASIC FINANCIAL STATEMENTS  
DECEMBER 31, 2021**

**NOTE 5 LONG-TERM OBLIGATIONS**

The following is an analysis of changes in the District's long-term obligations for the year ended December 31, 2021:

	Balance - December 31, 2020	Additions	Reductions	Balance - December 31, 2021	Due Within One Year
General Obligation Bonds Payable:					
Series 1993B - Principal Only	\$ 429,560	\$ -	\$ 429,560	\$ -	\$ -
Series 2014	1,455,000	-	1,455,000	-	-
Total Bonds Payable	<u>1,884,560</u>	-	<u>1,884,560</u>	-	-
Other Debt:					
Developer Advance Payable:					
Principal	209,734	-	-	209,734	-
Interest	84,123	12,584	-	96,707	-
Total Developer Advance Payable	<u>293,857</u>	<u>12,584</u>	<u>-</u>	<u>306,441</u>	<u>-</u>
Total Long-Term Obligations	<u>\$ 2,178,417</u>	<u>\$ 12,584</u>	<u>\$ 1,884,560</u>	<u>\$ 306,441</u>	<u>\$ -</u>

**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, and are not callable at the option of the District. The Series B Principal Only Bonds were paid off in December 2021.

**Series 2014 Bonds**

\$6,390,000 General Obligation Refunding Bonds, Series 2014, dated October 24, 2014, with interest of 2.03%. The Bonds are payable semiannually and mature December 1, 2021 and are subject to mandatory redemption at increasing amounts beginning in 2014 through 2021. The Series 2014 Bonds are not subject to optional redemption prior to maturity. The Series 2014 Bonds were paid off in December 2021.

At a special election held December 30, 1992, a majority of the qualified electors of the District authorized the issuance of indebtedness in an amount not to exceed \$14,000,000 at an interest rate not to exceed 10.6% per annum. As of December 31, 2021, all of the authorized debt had been issued.

On November 2, 2004, a majority of the qualified electors of the District authorized the issuance of indebtedness in an amount not to exceed \$10,500,000 at an interest rate not to exceed 7% per annum. As of December 31, 2021, the District had authorized but unissued indebtedness of \$475,000 for the purpose of debt refunding.

See Note 11 for terms of the Developer Inclusion and Reimbursement Agreement.

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT  
NOTES TO BASIC FINANCIAL STATEMENTS  
DECEMBER 31, 2021**

**NOTE 6 NET POSITION**

The District has net position consisting of three components – net investment in capital assets, restricted, and unrestricted.

Net investment in capital assets consists of capital assets, net of accumulated depreciation and reduced by the outstanding balance of bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets. As of December 31, 2021, the District had net investment in capital assets calculated as follows:

	Governmental Activities
Investment in Capital Assets:	
Capital Assets, Net	<u>\$ 4,330,430</u>
Net Investment in Capital Assets	<u><u>\$ 4,330,430</u></u>

Restricted net position consists of assets that are restricted for use either externally imposed by creditors, grantors, contributors, or laws and regulations of other governments or imposed by law through constitutional provisions or enabling legislation. The District had a restricted net position as of December 31, 2021, as follows:

Emergencies	<u>\$ 34,200</u>
Total	<u><u>\$ 34,200</u></u>

The District has a unrestricted net position of \$1,578,925 as of December 31 ,2021.

**NOTE 7 INTERFUND AND OPERATING TRANSFERS**

The transfer from the General Fund to the Capital Projects Fund was made to accumulate adequate funds in the Capital Projects Fund to make future major capital asset purchases. The transfer from the General Fund to the Debt Service Fund was made to cover the deficit resulting from lesser amount of revenue collected to pay the remaining amounts owed on the District's bonds payable.

**NOTE 8 RISK MANAGEMENT**

The District is exposed to various risks of loss related to torts; thefts of, damage to, or destruction of assets; errors or omissions; injuries to employees; or acts of God.

The District is a member of the Colorado Special Districts Property and Liability Pool (Pool) as of December 31, 2021. The Pool is an organization created by intergovernmental agreement to provide property, liability, public officials' liability, boiler and machinery and workers compensation coverage to its members. Settled claims have not exceeded this coverage in any of the past three fiscal years.



**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT  
NOTES TO BASIC FINANCIAL STATEMENTS  
DECEMBER 31, 2021**

**NOTE 8 RISK MANAGEMENT (CONTINUED)**

The District pays annual premiums to the Pool for liability, property, workers compensation and public officials' liability. In the event aggregated losses incurred by the Pool exceed amounts recoverable from reinsurance contracts and funds accumulated by the Pool, the Pool may require additional contributions from the Pool members. Any excess funds which the Pool determines are not needed for purposes of the Pool may be returned to the members pursuant to a distribution formula.

**NOTE 9 CONSERVATION TRUST FUND ENTITLEMENT**

The District was entitled to and received \$44,258 from the State of Colorado Lottery based upon a formula considering population within the District. The funds are restricted, under the State Conservation Trust Fund statutes, to acquisition, development, and maintenance of parks and recreation facilities.

**NOTE 10 TAX, SPENDING, AND DEBT LIMITATIONS**

Article X, Section 20 of the Colorado Constitution, commonly known as the Taxpayer's Bill of rights (TABOR), contains tax, spending, revenue and debt limitations, which apply to the State of Colorado and all local governments.

Spending and revenue limits are determined based on the prior year's Fiscal Year Spending adjusted for allowable increases based upon inflation and local growth. Fiscal Year Spending is generally defined as expenditures plus reserve increases with certain exceptions. Revenue in excess of the Fiscal Year Spending limit must be refunded unless the voters approve retention of such revenue.

TABOR requires local governments to establish Emergency Reserves. These reserves must be at least 3% of Fiscal Year Spending (excluding bonded debt service). Local governments are not allowed to use the Emergency Reserves to compensate for economic conditions, revenue shortfalls, or salary or benefit increases.

The District's management believes it is in compliance with the provisions of TABOR. However, TABOR is complex and subject to interpretation. Many of the provisions, including the interpretation of how to calculate Fiscal Year spending limits, will require judicial interpretation.

On November 6, 2001, a majority of the District's electors who voted at the November 6, 2001 election authorized the District to collect and spend or retain in a reserve the full amount of revenue generated from all sources during fiscal year 2002 and subsequent years.

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT  
NOTES TO BASIC FINANCIAL STATEMENTS  
DECEMBER 31, 2021**

**NOTE 11 INCLUSION AND REIMBURSEMENT AGREEMENT**

On December 2, 1999, a parcel of land (commonly known as Chatfield Farms) was included into the District. This land is subject to all property taxes levied by the District, including debt service taxes. The District also entered into a Reimbursement Agreement with the owner of Chatfield Farms. Under the Agreement, the District may reimburse the owner for the costs of specifically described park, trail and landscaping improvements (not to exceed \$1,209,200), after such improvements have been constructed by the landowner and accepted for maintenance by the District. The District is only obligated to reimburse the owner if annual property tax revenue generated from Chatfield Farms exceeds related annual maintenance, administrative and capital reserve costs (Related Costs). If any year's property tax revenues are insufficient to pay for the Related Costs, the District may recover such shortfalls from future property tax revenue. Interest on unreimbursed costs to the owner and interest on any shortfalls in the District's Related Costs will each accrue interest at the rate of six percent (6%) per annum. Any unpaid reimbursement amounts and accrued interest thereon which are not paid on or before August 10, 2029, shall be forgiven, and the District shall have no further obligation or liability with respect to such reimbursements or interest thereon.

In 2012, the District accepted \$359,615 in public improvements constructed by the owner of Chatfield Farms. The District made no payment in 2021 and has not budgeted payment in 2022. At December 31, 2021, the outstanding principal was \$209,734 with accrued interest of \$96,707.

**NOTE 12 CHANGE IN ACCOUNTING ESTIMATE**

Periodically, the District evaluates whether changes to estimated useful lives of capital assets are necessary to ensure that these estimates accurately reflect the economic use of the assets. The following is the summary of changes in the estimated useful life of the District's infrastructure assets as of December 31, 2021.

	<u>Previous Estimate</u>	<u>New Estimate</u>
Drainage/Irrigation Improvements	25 Years	15 Years
Park and Recreation Facilities	15-35 Years	10-20 Years
Parking Improvements	35 Years	20 Years

As a result of this change, the change in net position as well as net investment in capital assets decreased by \$297,562.

**SUPPLEMENTARY INFORMATION**

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT  
DEBT SERVICE FUND  
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE –  
BUDGET AND ACTUAL  
YEAR ENDED DECEMBER 31, 2021**

	Budget Original and Final	Actual Amounts	Variance with Final Budget Positive (Negative)
<b>REVENUES</b>			
Property Taxes	\$ 739,155	\$ 739,001	\$ (154)
Interest Income	5,217	2,126	(3,091)
Total Revenues	<u>744,372</u>	<u>741,127</u>	<u>(3,245)</u>
<b>EXPENDITURES</b>			
County Treasurer's Fees	11,087	11,094	(7)
Bond Principal - 1993 Bonds	429,560	429,555	5
Bond Principal - 2014 Bonds	1,455,000	1,455,000	-
Bond Interest - 1993 Bonds	44,717	45,704	(987)
Bond Interest - 2014 Bonds	29,537	29,537	-
Paying Agent and Trustee Fees	2,700	3,700	(1,000)
Contingency	2,466	-	2,466
Total Expenditures	<u>1,975,067</u>	<u>1,974,590</u>	<u>477</u>
<b>EXCESS OF REVENUES OVER (UNDER) EXPENDITURES</b>	(1,230,695)	(1,233,463)	(2,768)
<b>OTHER FINANCING SOURCES (USES)</b>			
Operating Transfers In	-	3,852	3,852
Total Other Financing Sources (Uses)	<u>-</u>	<u>3,852</u>	<u>3,852</u>
<b>NET CHANGE IN FUND BALANCE</b>	(1,230,695)	(1,229,611)	1,084
Fund Balance - Beginning of Year	<u>1,230,695</u>	<u>1,229,611</u>	<u>(1,084)</u>
<b>FUND BALANCE - END OF YEAR</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT  
CAPITAL PROJECTS FUND  
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE –  
BUDGET AND ACTUAL  
YEAR ENDED DECEMBER 31, 2021**

	Budget Original and Final	Actual Amounts	Variance with Final Budget Positive (Negative)
<b>REVENUES</b>			
Conservation Trust Funds	\$ 36,000	\$ 44,258	\$ 8,258
Reimbursed Expenditures	-	9,948	9,948
Total Revenues	<u>36,000</u>	<u>54,206</u>	<u>18,206</u>
<b>EXPENDITURES</b>			
Accounting	25,000	2,188	22,812
Engineering	40,300	3,332	36,968
Legal	5,000	14,415	(9,415)
Management	55,000	76,243	(21,243)
Contingency	30,000	-	30,000
Capital Outlay/Expenditures:			
Baseball Field Improvements	5,000	17,750	(12,750)
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
Irrigation Upgrade/Replacement	100,000	84,280	15,720
Spillway/Embankment	75,000	164,901	(89,901)
Trails/Bike Path	55,000	-	55,000
Master Plan	100,000	110,769	(10,769)
Water Rights Enhancements	20,000	17,317	2,683
Total Expenditures	<u>1,165,300</u>	<u>491,195</u>	<u>674,105</u>
<b>EXCESS OF REVENUES OVER (UNDER) EXPENDITURES</b>	(1,129,300)	(436,989)	692,311
<b>OTHER FINANCING SOURCES (USES)</b>			
Operating Transfers In	-	240,000	240,000
Total Other Financing Sources (Uses)	<u>-</u>	<u>240,000</u>	<u>240,000</u>
<b>NET CHANGE IN FUND BALANCE</b>	(1,129,300)	(196,989)	932,311
Fund Balance - Beginning of Year	<u>1,291,649</u>	<u>1,593,341</u>	<u>301,692</u>
<b>FUND BALANCE - END OF YEAR</b>	<u>\$ 162,349</u>	<u>\$ 1,396,352</u>	<u>\$ 1,234,003</u>

**OTHER INFORMATION**

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT**  
**SCHEDULE OF ASSESSED VALUATION, MILL LEVY, AND PROPERTY TAXES COLLECTED**  
**DECEMBER 31, 2021**

Year Ended December 31,	Prior Year Assessed Valuation for Current Year Property Tax Levy	Mills Levied			Total Property Taxes		Percent Collected to Levied
		General Fund	Debt Service Fund		Levied	Collected	
2017	\$ 62,669,960	12.216 (1)	34.000		\$ 2,896,354	\$ 2,895,507	99.97 %
2018	69,216,490	12.275 (2)	34.000		3,202,993	3,187,309	99.51
2019	69,677,340	12.087	34.000		3,211,220	3,198,907	99.62
2020	80,194,600	12.396 (3)	10.200		1,812,077	1,809,708	99.87
2021	80,342,990	12.087	9.200		1,710,261	1,709,904	99.98
Estimated for the Year Ending December 31, 2022	\$ 85,026,670	12.105 (4)	0.000		\$ 1,029,247		

NOTE: Property taxes collected in any one year include collection of delinquent property taxes levied in prior years. Information received from the County Treasurer does not permit identification of specific year of levy.

(1) The 2017 General Fund mill levy includes 0.129 mills for refunds and abatements.

(2) The 2018 General Fund mill levy includes 0.188 mills for refunds and abatements.

(3) The 2020 General Fund mill levy includes 0.309 mills for refunds and abatements.

(4) The 2022 General Fund mill levy includes 0.018 mills for refunds and abatements.

# ROCKY MOUNTAIN PLAYGROUND SERVICES <sup>40</sup>



rmplaygroundservices.com

**Bill To:** Roxborough Village Metropolitan District  
1600 Broadway  
Denver, CO 80202

**Site Address:** Multiple sites listed below

**%:** Clifton Larson Allen LLP

## Estimate

Date:

7/11/2022

Quote #:

295

\*\*Quotes are valid for 30 days from quote date\*\*

DESCRIPTION OF WORK	QTY/HRS	UNIT PRICE	SUB TOTAL
Marmot Ridge - Purchase, Delivery, Installation of 2,200sqft of EWF at a 4" compacted depth			1,698.30
Airplane Park - Purchase, Delivery, Installation of 1,700sqft of EWF at a 3" compacted depth			1,063.90
Crystal Lake Park - Purchase Delivery, Installation of 6,300sqft of EWF at 4" compacted depth			4,873.60
Mule Deer Park - Purchase Delivery, Installation of 1,400sqft of EWF at 6" compacted depth			1,606.50
Neighborhood Park - Purchase Delivery, Installation of 4,800sqft of EWF at 7" compacted depth			6,480.10
Chatfield Farms Park - Purchase Delivery, Installation of 900sqft of EWF at 4" compacted Depth			788.50
		<b>GRAND TOTAL</b>	<b>\$16,510.90</b>

### PAYMENT TERMS

- To be made payable to Rocky Mountain Playground Services
- Due on Receipt
- P.O.:
- Project:

### ADDRESS

720 Austin, Ave., Suite 200  
Erie CO, 80516

### APPROVED BY

\_\_\_\_\_

NAME \_\_\_\_\_

FOR \_\_\_\_\_

DATE \_\_\_\_\_



## Herschberg, Natalie

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**To:** Jones, Anna; Carlson, Nicholas  
**Subject:** RE: [External] Re: Roxborough Village MD Playground Maintenance

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**From:** Rocky Mountain Playground Services <[rmpplaygroundservices@gmail.com](mailto:rmpplaygroundservices@gmail.com)>  
**Sent:** Monday, July 11, 2022 8:18 PM  
**To:** Jones, Anna <[Anna.Jones@claconnect.com](mailto:Anna.Jones@claconnect.com)>; Carlson, Nicholas <[Nicholas.Carlson@claconnect.com](mailto:Nicholas.Carlson@claconnect.com)>  
**Cc:** Herschberg, Natalie <[Natalie.Herschberg@claconnect.com](mailto:Natalie.Herschberg@claconnect.com)>  
**Subject:** Re: [External] Re: Roxborough Village MD Playground Maintenance

Some people who received this message don't often get email from [rmpplaygroundservices@gmail.com](mailto:rmpplaygroundservices@gmail.com). [Learn why this is important](#)

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

Hey Nic,

So I was able to make it out to Roxborough over the weekend to further assess the needs of your playgrounds. Attached is the quote to have the EWF replenished at your parks. If the board agrees, please sign and return to me and I will get this scheduled as soon as possible.

On a side note, after visiting all the sites and starting to reach out to individual distributors for parts, I have a number of things I would like to cover with you while working on the playground part quotes. I also wanted to reiterate that playgrounds should be replaced between 15 and 20 years old in age (I suggest that Roxborough start budgeting to replace a number of the playgrounds over the next couple of years).

- At Imperial Park, I would not worry about adding any EWF. If the low spots were raked in this should alleviate issues in the low spots. Also on the report the inspector mentioned that the decking was cracking. The fracturing in the decking is extremely minimal and I would not worry about it (I would recommend replacing this playground in the next couple of years).

- At Marmot Ridge Park, though the drainage may be an issue, it wasn't when we were on site. I'm assuming that due to this site being on the side of a hill there was a lot of runoff, as there was snow present in the inspection report. This is something that should have been addressed during development of the playground. I recommend when this one is replaced to have the next project manager assure that proper drainage is installed for the pit.

- At Mule Deer Park, I am not going to be quoting this area, due to when you need to replace all the decking and a number of elements you should just replace the entire composite structure. Let me know if you would like help getting a quote for replacement of the composite?

- At Neighborhood Park, the playground distributor was inquiring about the rock wall and whether you have any of the original development plans to reference the manufacturer of the rock wall to get the handholds replaced properly. When properties like this are developed, unfortunately there always seems to be a hodgepodge of manufacturers as opposed to using 1 at a site so in instances like this it will be hard to track down parts for items like the rock wall that doesn't list who it was made by.

- At Airplane Park, the SII distributor has said that they need records of this park as well, especially order numbers if you are able to find them. They also said that due to the age of the equipment and a fire at their distribution center, that a number of the old items are no longer made. With this being said, I wouldn't worry about the cracked slide hood, I could sand it down some and fill the crack with silicone to suffice until this playground is replaced down the road.

- At Crystal Lake, the sand area that does not meet fall height requirements, I would recommend contacting Ground Solutions (<https://groundsolutionsco.com/>) to help remove the sand and replace it with EWF. Again the SII distributor would like any documentation you may have on this park as they don't have records of it. For the entrance handrail with the small hole, I wouldn't worry about this as again it should be an issue as this playground should be replaced in the next couple of years. I also wouldn't worry about the warped covering on the handrails up the steps, as this tends to happen with age and wear, though it does not present any compliance issue, only aesthetical. With the distributor no longer making these slides, I would recommend removing the slide and hood and putting a barrier in place. Please let me know if this is something you would like to proceed with?

I hope this information helps, and please don't hesitate to contact me with any questions. I will continue to get you the quotes as soon as I am getting them back from the distributors.

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**Estimate #295 - Roxborough Village HOA (EWF Rep...**

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**Keith Kroening**  
Project Manager, CPSI & PMT  
Rocky Mountain Playground Services  
(720) 563-1838



# Extra Work Proposal

<b>Proposal By:</b>	
Bill Barr	
Metco Landscape Inc.	
Proposal Date	7/14/2022

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

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

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

Item Description				
1	Refresh Playground Chips Crystal Park, Mule Deer, Airplane Park, Marmot Ridge, and Imperial Park	15yds		\$4,800.00

Acceptance of proposal - I have read the terms stated herein, and I hereby accept them.

**Client's Signature** \_\_\_\_\_ **Total** **\$4,800.00**

street, Aurora, CO, 80011

Tel: (303) 421-3100

Date \_\_\_\_\_

Total: **\$4,800.00**

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

CONDITIO

**Extra Work Proposal 7/14/2022**

**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

**PHOTOG**

Metco  
Landscape,

**SIGNAGE**

this contract  
you, the  
Owner, are

**UTILITIES/UNKNOWN OBSTRUCTIONS**

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

**OWNER'S RESPONSIBILITIES**

Harmless -  
To the fullest  
extent  
permitted by

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT  
AMENDED MEETING CODE OF CONDUCT

Public comment—general

- When agenda provides for it, public comment will be held near the beginning and near the end of a meeting. Public comment ~~may~~ will be routinely held at regular meetings of the Board and will be added to the agenda ~~at the discretion of the Board~~ at special meetings unless the Board via motion by a Director and majority Board approval determines to not provide for public comment.
- Speakers can address the entire Board—personal Board member addressing to be done directly to a Board member outside of a meeting. Topic can be any matter that speaker wishes to address whether on the agenda or not on the agenda. If any agenda item is allocated specific comment such specific comments should be given at that agenda item time.
- Total time limit for individual comments will be 3 minutes per speaker, with a maximum total of 15 minutes for public comment, collectively unless otherwise extended by the Board (via Motion by a Director and majority Board approval).

Speakers will be taken in order of sign-in, as time allows. Priority will be given to District residents if any speakers are non-residents, unless non-residents are attending at the behest of the Board.

Public comment—specific

- If requested by the Board (via Motion by a Director and Board approval), any specific agenda item may have public comment added to that item.
- Specific comment will be limited to a specific agenda item.
- Total time limit for individual comments will be 15 minutes or as specified by the Board via aforementioned Motion.
- Question and Answer session: If requested by the Board (via Motion by a Director and Board approval), any meeting or specific agenda item may include a Question and Answer session with members of the public which shall be more of an engaged discussion than ~~Public~~ public comment as otherwise described herein. Such Q and A session will be limited to 15 minutes unless the Motion and approval otherwise specifies.

### Manner of addressing Board

- Time limit is 3 minutes per speaker. Speakers cannot cede time to others.
- All speakers must give their name and identify themselves as 1) a resident of the District ~~and give address~~; 2) non-resident doing business within the District and give business name and address; or 3) non-resident and non-business speaker, and give an address for the record.
- Speakers who refuse to give name or ~~address~~ identify themselves may not address the Board.
- As a general rule, Board members will not discuss or debate items during public comment with the speakers or one another, but will refer such items to staff for follow-up. Q and A sessions, if held, as a general rule will not include discussion or debate with the public but will provide a more engaged form of information gathering for the Board members.
- If a Board member asks a clarifying question of a speaker, only the Board member and speaker are permitted to enter into discussion regarding same.
- All speakers must respect the public nature of the forum, and the limited purpose of the forum to conduct the business of the District by using language to convey a message that is free from profanity or expletives.
- No speaker may make threats of violence or harm, or convey threats of violence or harm.

### Recording of meetings

- Recording (audio and/or video) of meetings is permitted for both in person and video meetings ~~by attendees is not prohibited.~~
- ~~Audio recording is only permitted for in person meetings.~~
- Attendees recording any meeting shall must announce they are recording, keep any the device in plain view on a flat surface, and such device cannot be distracting to the Board in such a manner as to not interfere with the meeting or be distracting to the Board or any attendee.

### Manner of conduct by attendees of meeting

- All attendees must sign in or will be asked to leave meeting.
- No public speaking out of public comment period or unless directly addressed by the Board.

DRY

- No obscene, offensive, or profane language, gestures or written materials.



- ~~No distracting gestures or written materials that detract from the Board's ability to conduct business.~~
- No intoxicated or otherwise impaired attendees.
- All speech and conduct must be respectful to other attendees and to Board Members.
- For video meetings—
  - All attendees must sign in through the chat, or will be removed from the meeting.
  - Turning on video camera is optional for any attendee. All Board members shall to the extent practical have their video camera on for the entirety of the public portion of meetings.
  - All non-Board public members attendees must stay on Mute at all times unless they are called for public comment.
  - All non-Board consultant attendees shall must stay on Mute ~~as much as possible when unless~~ they are ~~not~~ being consulted or questioned by the Board.
  - Board members should stay on Mute during any period they do not wish to speak.
  - Any chat function on the video meeting will be monitored by one designated consultant of the District and used for noting attendance, identifying information for attendees and speakers, and for collecting informal written comment, none of which will constitute an official Board record but will be used to pass information along to the Board at the discretion of such consultant. The public always has the ability to email, call, or discuss in person with the District Manager or a Board Member to make individual comments.
  - The following are prohibited at both video and in person meetings: Speaking out of turn; obscene or profane language; ~~gestures, or written materials; distracting gestures, written materials, or backgrounds; are prohibited on video meetings as in person meetings.~~

Public comment—written in advance of meeting

- Public comment specific to an agenda item may be submitted in writing to the District Manager by 1:00 p.m. the day prior to a scheduled Board meeting, to be included in the meeting packet or post-packet items with name and identity address included. Such written comments that are received and the author of such comments is not present at the meeting will be read aloud by the Manager as time allows ~~only for such residents who are unable to attend the meeting in person.~~ Written comments must be specifically identified as public comment in order to be included in meeting packet materials.

- As a general rule, Board members will not discuss or debate items submitted as written public comment during a meeting but will refer such items to staff for follow-up.

Violations of meeting conduct/manner

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

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## Miscellaneous Procedures RVMD Board of Directors

The following are policy and procedures adopted by the Board of Directors to facilitate the orderly transaction of District business and meetings. In the event of any conflict or discrepancy with prior Board policy or procedure, these current policy or procedures will control.

### 1. Meeting Notice Agenda and Meeting Packets.

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

### 2. Meeting Notice Agenda Items Involving District Residents.

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

### 3. Director, Consultant or Vendor Meeting Expectations.

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

### 4. Invoices.

All consultant or vendor invoices for services performed on a time and materials basis shall be submitted in such detail so as to have an itemization of the cost for each material supplied and the amount of time, number of workers and hourly rate. Any invoice submitted not detailing such shall be returned to the consultant or vendor for resubmission with the required information in order to be processed and paid.

### 5. Operation of Motorized Vehicles and Equipment.

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

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

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

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

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

#### 6. Meeting Minutes.

The official public record of any public meeting shall be the Board approved written meeting minutes. To the extent practical, all public meetings will be recorded and such recordings shall be available on the District website. Any such recording will not constitute or be considered the official record of the meeting but only means to facilitate public awareness.

Written meeting minutes will be posted on District website within three (3) business days after Board approval. Draft meeting minutes shall also be available and posted on the District website as promptly as possible following any meeting. Any draft shall not constitute the official record of any meeting.

#### 7. Contracts.

All contracts shall adhere to the requirements contained under "Special District Act". C.R.S. § 32-1-101-1807. In addition to any contract that is required by law to have an invitation to bid, all other contracts for materials or services in excess of \$ amount shall have multiple bids or proposals (more than two (2)) solicited and/or received to the extent practical. Before any Board consideration or action may be taken on any contract that fails to meet this threshold, the Board shall be provided reasons and upon motion of Director and majority Board approval may proceed with any consideration or action.

Contracts for annual District services such as administrative, accounting, legal, landscape, tree, snow removal, engineering and the like services shall be excepted from the preceding provision. For these contracts, the Board shall establish a schedule of periodic review to include seeking multiple bids or proposals for providers of such services and outside of these periodic reviews may consider annual approval of providers services without seeking or receiving any additional bids or proposals.

## PUBLIC FINANCIAL DISCLOSURE REPORT RVMD BOARD OF DIRECTORS

- Why Must I File?** The duties and responsibilities of your position require you to file the Public Financial Disclosure Report to avoid involvement in a real or apparent conflict of interest.
- When Must I File?** **New Directors:** The report is due within 30 days of your assuming a position on the Board and annually thereafter.  
**Annual Filers:** The report is due no later than February 15.
- What is the Reporting Period?** **New Directors:**  
Part I – Report assets as of the date of filing but report sources of earned income, honoraria, and other non-investment income for the preceding 12 months.  
Part II – Report liabilities as of the date of filing.  
Part III – Report positions for the preceding 12 months.  
Part IV – Report agreements and arrangements as of the date of filing.  
**Annual Filers:** Report the required information for the preceding calendar year (January 1 – December 31).
- What if I Have Questions?** If you have any questions about how to complete this form, please contact District counsel.

### PENALTIES

Falsification of information or failure to file or report information required to be reported may subject you to a vote of censure by the RVMD Board. Knowing and willful falsification of information required to be reported may also subject you to criminal prosecution.

Date Received
---------------

Page Number
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**PUBLIC FINANCIAL DISCLOSURE REPORT**  
RVMD Board of Directors

Name ( <i>Print last, first, middle initial</i> )		E-mail Address	
Phone	Reporting Status New Director <input type="checkbox"/> Annual <input type="checkbox"/>	If New Director, Date of Appointment ( <i>mm/dd/yy</i> )	

Step 1: Read the instructions for Parts I through V on the following pages.

Step 2: For each statement below, check Yes or No to describe your situation.

I. I have reportable assets or sources of income for myself, my spouse, or my dependent children.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
II. I have reportable liabilities (debts) for myself, my spouse, or my dependent children.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
III. I have reportable outside positions for myself.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
IV. I have reportable agreements or arrangements for myself.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
NOTE: Statement V is for <u>annual</u> filers only.		
V. I have reportable gifts or travel reimbursements for myself, my spouse, or my dependent children.	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Step 3: If you selected Yes for any statement, you must describe the reportable interests that you have in the corresponding Part (I, II, III, IV, or V) of the form.

Step 4: Sign and date the form.

Step 5: Submit the completed form to your ethics office.

**I certify that the statements I have made on this form and all attached statements are true, complete, and correct to the best of my knowledge.**

Signature	Date ( <i>mm/dd/yy</i> )

### Part I: Assets and Income

<p><b>Report for Yourself, Spouse, and Dependent Child:</b></p> <ul style="list-style-type: none"> <li>Assets held for investment or the production of income that ended the reporting period with a value greater than \$1,000. In addition, annual filers must report assets from which more than \$1,000 in income was received during the reporting period. Reportable assets include, but are not limited to: <ul style="list-style-type: none"> <li>Assets such as stocks, bonds, annuities, trust holdings, partnership interests, life insurance, investment real estate, or a privately-held trade or business</li> <li>Sector mutual funds: those funds invested in a particular industry, business, or location, such as ABC Electronics Fund or XYZ Canada Fund (report the full name of the fund, not just the family fund name)</li> <li>Holdings of retirement plans, such as 401(k)s or IRAs, investment life insurance, or variable annuities (report each holding unless listed in the Do Not Report section)</li> <li>Defined benefit pension plans provided by a former employer (include the name of the employer)</li> </ul> </li> </ul>	<p><b>Do Not Report:</b></p> <ul style="list-style-type: none"> <li>Federal/State/Local Government retirement benefits</li> <li>Certificates of deposit, savings or checking accounts</li> <li>Term life insurance</li> <li>Money market mutual funds and money market accounts</li> <li>Your personal residence, unless you rent it out</li> <li>U.S. Government Treasury bonds, bills, notes, and savings bonds</li> <li>Diversified mutual funds, such as ABC Equity Value Fund or XYZ Large Capital Fund</li> <li>Diversified funds within an employee benefit plan</li> <li>Money owed to you, your spouse, or dependent child by a spouse, parent, sibling, or child</li> </ul>
<p><b>Also Report:</b></p> <ul style="list-style-type: none"> <li><u>For yourself:</u> (1) all sources of salary, fees, commissions, and other earned income greater than \$1,000, (2) honoraria greater than \$1,000, and (3) other non-investment income such as scholarships, prizes, and gambling income greater than \$1,000</li> <li><u>For your spouse:</u> (1) all sources of salary, fees, commissions, and other earned income greater than \$1,000, and (2) honoraria greater than \$1,000</li> </ul>	<p><b>Do Not Report:</b></p> <ul style="list-style-type: none"> <li>Dependent child's earned income</li> <li>Veterans' benefits</li> <li>Social Security benefits</li> </ul>

#### Important Definitions

<p><b>Diversified Mutual Fund</b> – A mutual fund that does not have a stated policy of concentrating its investments in one industry, business, or single country other than the United States.</p>
<p><b>Sector Mutual Fund</b> – A mutual fund that concentrates its investments in an industry, business, single country other than the United States, or bonds of a single state within the United States.</p>
<p><b>Diversified Fund within an Employee Benefit Plan</b> – An employee benefit plan fund that has a written policy of varying investments without concentration in one industry, business, or single country other than the United States.</p>
<p><b>Dependent Child</b> – A son, daughter, stepson or stepdaughter who is either unmarried and under age 21 and living in the filer's house, or considered dependent under the U.S. tax code.</p>

**Reportable Information** – Go to the last page to see examples of how to report assets and income.

<p><b>Specific stock, bond, sector mutual fund, type/location of real estate, etc.</b> (Indicate the full name of each specific asset or investment. You may add the ticker symbol to the full name.)  <b>Name of Employer or Business; Source of Fees, Commissions, or Honoraria</b> (Include brief description.)            You may distinguish any entry for a family member by preceding it with S for spouse, DC for dependent child, or J for jointly held.</p>	<p><b>No longer held</b></p>
1	<input type="checkbox"/>
2	<input type="checkbox"/>
3	<input type="checkbox"/>
4	<input type="checkbox"/>
5	<input type="checkbox"/>

**Part I: Assets and Income**  
**Continuation Page**

<b>Specific stock, bond, sector mutual fund, type/location of real estate, etc. (Indicate the full name of each specific asset or investment. You may add the ticker symbol to the full name.)</b> <b>Name of Employer or Business; Source of Fees, Commissions, or Honoraria (Include brief description.)</b> You may distinguish any entry for a family member by preceding it with S for spouse, DC for dependent child, or J for jointly held.	<b>No longer held</b>
1	<input type="checkbox"/>
2	<input type="checkbox"/>
3	<input type="checkbox"/>
4	<input type="checkbox"/>
5	<input type="checkbox"/>
6	<input type="checkbox"/>
7	<input type="checkbox"/>
8	<input type="checkbox"/>
9	<input type="checkbox"/>
10	<input type="checkbox"/>
11	<input type="checkbox"/>
12	<input type="checkbox"/>
13	<input type="checkbox"/>
14	<input type="checkbox"/>
15	<input type="checkbox"/>
16	<input type="checkbox"/>
17	<input type="checkbox"/>
18	<input type="checkbox"/>
19	<input type="checkbox"/>
20	<input type="checkbox"/>

**Add Page**



### Part II: Liabilities

Report for Yourself, Spouse, and Dependent Child:	Do Not Report:
<ul style="list-style-type: none"> <li>If you are a new entrant filer, liabilities that exceeded \$10,000 at the end of the reporting period</li> <li>If you are an annual filer, liabilities that exceeded \$10,000 during the reporting period</li> </ul>	<ul style="list-style-type: none"> <li>Any liability, such as a mortgage, a student loan, or a credit card account, from a financial institution or business entity granted on terms made available to the general public</li> <li>Loans secured by automobiles, household furniture, or appliances, unless the loan exceeds the purchase price of the item it secures</li> <li>Liabilities that you owe to your spouse or to the parent, sibling, or child of you, your spouse, or your dependent child</li> </ul>

**Reportable Information** – Go to the last page to see examples of how to report liabilities.

Name of creditor <i>(include city and state where creditor is located)</i>	Type of liability <i>(personal loan, margin account, etc.)</i>
1	
2	

### Part III: Outside Positions

Report for Yourself:	Do Not Report:
<ul style="list-style-type: none"> <li>All positions held at any time during the reporting period, whether or not you were compensated and whether or not you currently hold that position. Positions include an officer, director, employee, trustee, general partner, proprietor, representative, executor, or consultant of any of the following: <ul style="list-style-type: none"> <li>Corporation, partnership, trust, or other business entity</li> <li>Non-profit or volunteer organization</li> <li>Educational institution</li> <li>Federal, State or Local Government</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>Any position with a <ul style="list-style-type: none"> <li>Religious entity</li> <li>Social entity</li> <li>Fraternal entity</li> <li>Political entity</li> </ul> </li> <li>Any position held by your spouse or dependent child</li> </ul>

**Reportable Information** – Go to the last page to see examples of how to report outside positions.

Organization <i>(include city and state where organization is located)</i>	Type of organization	Position	No longer held
1			<input type="checkbox"/>
2			<input type="checkbox"/>
3			<input type="checkbox"/>
4			<input type="checkbox"/>
5			<input type="checkbox"/>
6			<input type="checkbox"/>

### Part IV: Agreements or Arrangements

Report Your Agreements or Arrangements for:	Do Not Report:
<ul style="list-style-type: none"> <li>Continuing participation in an employee pension or benefit plan maintained by a current or former employer</li> <li>A leave of absence</li> <li>Future employment, including date you accepted employment offer</li> <li>Continuation of payment by a current or former employer (including severance payments)</li> </ul>	<ul style="list-style-type: none"> <li>Spouse's and dependent child's agreements or arrangements</li> <li>Continuing participation in a defined contribution plan, such as a 401(k) plan, to which an employer is no longer making contributions</li> </ul>

**Reportable Information** – Go to the last page to see examples of how to report agreements and arrangements.

Entity with which you have an agreement or arrangement <i>(include city and state where entity is located)</i>	Terms of Agreement or Arrangement
1	
2	
3	
4	

### Part V: Gifts and Travel Reimbursements

Fill out this part only if you are filing an Annual Report. If you are a new Director, skip this part.

Report for Yourself, Spouse, and Dependent Child:	Do Not Report:
<ul style="list-style-type: none"> <li>Any gifts or travel reimbursements (items such as lodging, transportation, and food) during the reporting period; include where you traveled, the purpose, and date(s) of the trip for travel gifts and reimbursements</li> </ul>	<ul style="list-style-type: none"> <li>Anything received from relatives</li> <li>Bequests and other forms of inheritance</li> <li>Gifts of hospitality (food, lodging, entertainment) at the donor's residence or personal premises</li> <li>Anything received by your spouse or dependent child totally independent of their relationship to you</li> </ul>

**Reportable Information** – Go to the last page to see examples of how to report gifts and travel reimbursements.

Source	Description
1	
2	
3	

## EXAMPLES

### Part I: Assets and Income

Specific stock, bond, sector mutual fund, type/location of real estate, etc. (Indicate the full name of each specific asset or investment. You may add the ticker symbol to the full name.) Name of Employer or Business; Source of Fees, Commissions, or Honoraria (Include brief description.) You may distinguish any entry for a family member by preceding it with S for spouse, DC for dependent child, or J for jointly held.	No longer held
OGC Communications (OGC) (Example of a stock with a ticker symbol)	<input type="checkbox"/>
OGE Energy (Example of sold stock that produced more than \$1,000 in income)	<input checked="" type="checkbox"/>
(S) OGE Energy bond (Example of a corporate bond held by a spouse)	<input type="checkbox"/>
ABC Healthcare Fund (Example of a sector fund held in a 401(k) plan)	<input type="checkbox"/>
Residential real estate, Anchorage, AK (Example of investment real estate)	<input type="checkbox"/>
Bryggadune University – salary (Example of earned income from a former employer)	<input checked="" type="checkbox"/>
(S) Express Medical Clinic – salary (Example of a spouse's earned income from a current employer)	<input type="checkbox"/>
Association of Accountants – honorarium (Example of a single honorarium from the listed source)	<input type="checkbox"/>

### Part II: Liabilities

Name of creditor (city and state)	Type of liability (personal loan, margin account, etc.)
John Jones (Denver, CO)	Personal loan from a friend
ANW Investment Company (San Francisco, CA)	Margin account

### Part III: Outside Positions

Organization (city and state)	Type of organization	Position	No longer held
Bryggadune University (Memphis, TN)	Educational institution	Professor	<input checked="" type="checkbox"/>
ISK Family Trust (Boynton Beach, FL)	Family Trust	Trustee	<input type="checkbox"/>
Scenic Rivers Association (Nashville, TN)	Non-profit environmental organization	Member, Board of Directors	<input checked="" type="checkbox"/>

### Part IV: Agreements or Arrangements

Entity with which you have an agreement or arrangement (include city and state where entity is located)	Terms of Agreement or Arrangement
Dee, Jones & Smith (San Diego, CA)	I will continue to participate in this defined benefit plan. (Example of continuing participation in a defined benefit plan with a former employer)
Hartford & Brown (San Diego, CA)	Employment agreement with Hartford & Brown. Starting work as attorney in July 2020. Entered into agreement in October 2019. (Example of an agreement for future employment)

### Part V: Gifts and Travel Reimbursements

Source	Description
Dee, Jones & Smith	Leather briefcase (Example of a gift)
CGH Culinary Institute	Airline ticket, hotel room, and meals incident to culinary seminar in Tokyo, Japan from May 1-5, 2020 (Example of a travel reimbursement)

EXHIBIT A  
POLICY REGARDING REQUESTS FOR PUBLIC RECORDS

Policy

- A. The RVMD Board of Directors by adopting this policy affirms its commitment to accountability and transparency. The Policy Regarding Requests for Public Records shall be administered with a clear presumption, that in the face of doubt, openness prevails. Information shall not be withheld merely because disclosure of the material may be embarrassing, because errors and failures might be revealed, or because of speculative or abstract fears. There shall be a presumption in favor of disclosure. This presumption means that information should not be withheld simply because the District may do so legally.
- B. Research and Retrieval The purpose for this policy is to set forth a general procedure to provide prompt and equitable service to those requesting access to public records and to establish reasonable and consistent fees for providing documents and so that the District can recover a portion of the cost of staff time for responding to open records requests.
- C. In accordance with the Colorado Open Records Act, §24-72-201, et seq., C.R.S. (CORA) the District shall make all public records as defined under CORA available for public inspection at reasonable times.
- D. Subject to the limitations imposed by the CORA, public records are all documents that exist on a piece of paper; this also includes recorded media and electronic mail communications (emails). A "public record" includes most writings made, maintained, or kept by the records custodian's office. However, there are some exceptions concerning records made available under CORA. See C.R.S. 24-72-202(6) for statutory definition.
- E. Recording of executive sessions shall be retained as required by law. The custodian shall have those recordings destroyed after the prescribed retention period has expired.

Section 1. Procedures

- A. As of the date of this policy, the District's Business Manager, Anna Jones is the official custodian of all records that are maintained by the District. The designated custodian is subject to change.
- B. Persons may make informal requests to the District Business Manager and staff or individual Board of Director members for copies of specific identifiable public records as defined by CORA that are readily available in their custody and control and they shall make reasonable efforts to fill requests for those records as soon as reasonably practical.
- C. Any request that cannot be filled immediately or for which there is disagreement as to whether the document is a public record shall be made in writing to the official custodian. To request public records, contact CliftonLarsonAllen LLP at (303) 779-5710, who will identify the designated custodian for the requested records. Records requests must be in writing and directed to the designated custodian of records. General emails to the District, or inquiries on the District's website, will not be treated as records requests under the Colorado Open Records Act ("CORA"). Requests must be submitted to and received by the designated records custodian. All requests must contain the following information:

- The requestor's name, mailing address, telephone number, and email address. The custodian may contact the requestor to clarify or narrow the request.
- Description of the records being requested. Describe the request as specifically as possible. If you are uncertain about which records contain the information you are seeking, provide a description of the type of information you are searching for, including date ranges.
- The records custodian will provide electronic documents to the requestor unless the document can only be conveyed as a hard copy.

D. If the written request cannot be filled immediately or the records are otherwise not readily available at the time the request is made, pursuant to C.R.S. §24-72-203, the custodian will make every effort to respond to the request within three (3) working days, unless the custodian adds a seven (7) working day extension due to extenuating circumstances as provided in C.R.S. § 24-72-203(3)(b). The day the request is received, weekends, legally recognized holidays, and any days the custodian's office is otherwise closed, shall not count as a working day for the purposes of computing the date set for inspection for production of public records. Furthermore:

- A modification to a request for public records is considered a new request.
- For broad, general requests, the timeframe for completion of a request may be put on hold while the custodian attempts to assist with clarification or narrowing of a request.

The District reserves the right to withhold public records until such time that the custodian either receives payment or makes arrangements for receiving payment for all costs associated with records transmission and for all other fees lawfully allowed, unless recovery of all or any portion of such costs or fees has been waived by the custodian.

E. The District may respond to written requests for access to public records stored electronically and in computer databases by providing a paper copy, disk, printout or by allowing access to a computer. Before releasing any electronic data, the custodian will determine that the electronic data are not subject to the deliberative process privilege or work product privilege.

## Section 2. Fees and Costs

- A. There shall be a charge for any copies, printouts, or photographs requested. The cost for a standard size photocopy will be \$0.25 per copy.
- B. There is no charge for the first hour of staff time used for a) the organization of data, b) research to locate and gather requested documents, and/or c) to otherwise manipulate the documents to make them appropriate for release, for instance, to redact documents to excise privileged material. For subsequent time required the standard charge for a staff to perform this research shall be the maximum allowed by state law. As of the date of this policy the charge for the second and subsequent hours is \$33.58 with such charge subject to change as permitted by law.

A time-log will be kept for any time in excess of one hour. Prior to beginning the project, the custodian shall inform the person requesting the records of the hourly fee for the second and subsequent hours to perform the work and an estimate of the number of hours which will be required. The requestor must approve the cost estimate before the custodian will begin work on fulfilling the request. The timeframe for completion of the request is put on hold between providing the cost estimate and the requestor approving the cost estimate and

submitting any required advanced deposit. The custodian will require an advanced deposit based upon the estimated cost of fulfilling the request. After the initial deposit is made, if the actual cost associated with the request is greater than the deposit made, the custodian must collect the actual cost in full from the requestor before producing the records. If the actual cost is less than the deposit, the custodian will refund the excess deposit amount. Persons making a subsequent request for the same record shall be charged the same fee.

- C. If the District or custodian performs a manipulation of data so as to generate a record in a form not used by the District, while such manipulation is not required but the custodian may elect to do so to either preserve its property from of data or to accommodate the requestor in its discretion, the District may charge a reasonable fee to the person making the request, which shall not exceed the actual cost of manipulating the data and generating the record in accordance with the request. The fee charged for access to public records in electronic form will be based on recovery of the actual incremental costs associated with building and maintaining the database, as determined by the custodian.
- D. Unless it requires extensive staff time, the District does not charge for requests from:
1. other Colorado governmental entities;
  2. students for specific educational projects;
  3. the local print, radio and television media;
  4. other media outlets may request a waiver of fees for up to the first three hours of research or retrieval

The custodian will have the authority to determine whether or not there is extensive staff time required and the appropriate level of waivers under those circumstance for entities described in 1-4 above.

### Section 3. Access Denied

- A. Access to certain records may be denied in accordance with the provisions of the CORA. Inspection of the following public records may not be permitted if, upon consultation with the Districts' Legal Counsel it is determined that the document is prohibited from disclosure:
1. If release is prohibited under any state statute, federal statute, or regulation issued there under or is prohibited by rules promulgated by the order of any court;
  2. Personnel files, including social security numbers, home addresses and telephone numbers, and medical, psychological, and sociological data;
  3. Sexual harassment investigations;
  4. Letters of reference;
  5. Investigatory files compiled for any law enforcement purpose;
  6. Real estate appraisals until the time that title passes to the District; and
  7. Documents pertaining to Homeland Security Act.
- B. Access or inspection of the following public records may not be permitted if, upon consultation with the Districts' Legal Counsel it is determined that the document is
1. Attorney/client privileged material; and/or
  2. Work product and drafts.
- If such records are denied for these reasons, the Board via motion by a Director and majority Board approval may waive such privilege or reason and authorize release pursuant to this policy.

**Action Items:**

None.

**Environmental Committee Notes****Greenhouse:**

We're currently waiting for Chavez to be ready to do the concrete foundation.

**Smooth Brome Reduction:**

Due to dry weather, very few seedlings have sprouted. Most of the sprouts are biennials, so they will flower next year. Ray Sperger, from Ark Ecological, believes the seeds we spread are mostly still dormant and suggested we try seeding again in early winter and water the plots the following spring to aid germination. Ray also noted that mowing the whole field shouldn't be necessary and just to mow a 3-4 foot swath around each plot to minimize smooth brome seeds from germinating in the plots. Ray said he would spray any weeds and smooth brome that he finds in the planting circles.

**Seed Collection:**

Since the greenhouse likely won't be up and running until late 2022, seed collection will continue to ensure we have fresh seed. Thus far, we have collected some seeds from over 100 species.

**Roxborough Village Metropolitan District  
Tree Inventory  
6/10/22**

**Tree Number:**

Corresponds to the accompanying map. A few numbers listed have a dash, the number following the dash indicates the number of similar trees in near proximity that were planted at the same time and that have similar size and condition. These “dashed” trees are all smaller.

**Tree Types (Common Names) are abbreviated as follows:**

AM = Amur Maple, AP = Austrian Pine, APA = Autumn Purple Ash, ABM = Autumn Blaze Maple, GRT = Goldenrain tree, BO = Burr Oak, BP = Bosnian Pine, BS = Blue Spruce, CAT = Catalpa, CBS = Columnar Blue Spruce, CP = Chanticleer Pear, GA = Green Ash, HB = Hackberry, HC = Hybrid Cottonwood, HE = Hybrid Elm, HL = Honeylocust, LL = Littleleaf Linden, NM = Norway Maple, PC = Plains Cottonwood, PP = Ponderosa Pine, PiP = Pinon Pine, PW = Peachleaf Willow, NLC = Narrowleaf Cottonwood, CTH = Cockscur Thornless Hawthorn, RC = Radiant Crabapple, RCC = Red Canada Chokecherry, RMJ = Rocky Mountain Juniper, RO = Red Oak, SB = Serviceberry, SM = Silver Maple, SSC = Spring Snow Crabapple, SWO = Swamp White Oak, SWP = Southwestern White Pine, SP = Scotch Pine, WF = White Fir, WH = Washington Hawthorn, WM=Wasatch Maple.

**Tree Size:**

Trunk Diameter measured at 4.5 feet

**Condition Rating:**

5=Excellent, 4=Very Good, 3=Good/Average, 2=Fair, 1=Poor, & 0=Dead

**Notes:**

- Any brief notes, if any. Notes/Issues Abbreviations:  
Codom=Codominant trunks  
Cyto = Cytospora fungus – some  
FB = Fireblight – some  
I./D. = Insect/Disease

Tree #	Tree Type	Size-dbh"	Condition	Notes
1	PC	7	5	
2	AP	4	4	
3	AP	3	2	
4	AP	4	4	
5	AP	5	3	



6	AP	4	4	
7	AP	6	3	
8	BS	12	3	Neighbors?
9	BS	7	3	Neighbors?
10	BS	8	4	Neighbors?
11	AP	7	4	
12	BS	7	3	Neighbors?
13	BS	11	3	Neighbors?
14	BS	6	2	Neighbors?
15	AP	5	3	
16	AP	6	3	
17	SP	7	4	
18	SP	6	3	
19	SP	7	4	
20	AP	5	2	Rootissue?
21	PP	6	3	
22	PP	8	4	
23	PP	5	4	
24	AP	6	3	
25	PP	7	3	
26	PP	7	2	I./D.
27	PP	6	1	
28	PP	4	2	
29	AP	9	4	
30	PP	7	3	
31	PP	8	4	
32	CTH	4	4	
33	CTH	4	4	
34	CTH	3	4	
35	CTH	3	4	
36	SSC	5	4	
37	RC	4	2	
38	Missing			
39	RC	6	4	
40	SSC	5	4	
41	RC	6	3	
42	SSC	5	3	
43	LL	3	4	
44	LL	2	3	New
45	LL	2	3	New
46	LL	3	4	
47	LL	3	3	
48	LL	4	4	

49	LL	4	4	
50	LL	3	4	
51	LL	3	3	
52	LL	3	3	
53	LL	2	3	New
54	LL	3	3	
55	SSC	7	4	
56	SSC	5	3	
57	SSC	5	3	
58	SP	7	3	
59	SP	6	4	
60	SP	4	3	
61	RC	6	4	
62	BS	5	2	
63	BS	6	2	
64	BS	7	3	
65	BS	6	2	
66	PP	10	4	
67	PP	7	3	
68	PP	7	3	
69	PP	6	3	
70	PP	5	3	
71	PP	8	4	
72	PP	8	3	
73	PP	7	4	
74	PP	7	3	
75	AP	8	4	
76	AP	3	2	
77	Missing			
78	PC	13	3	
79	PC	17	3	
80	PC	18	4	
81	GA	2	3	
82	Missing			
83	APA	3	3	
84	HL	4	4	
85	APA	5	4	
86	GA	3	0	
87	APA	3	0	
88	AP	13	5	
89	AP	15	5	
90	AP	14	5	
91	PW	24	4	

92	PW	26	4	
93	PW	26	4	
94	BS	10	4	
95	APA	9	4	
96	APA	8	0	
97	APA	10	3	
98	GA	8	2	
99	GA	8	1	
100	GA	5	2	
101	GA	5	3	
102	APA	8	4	
103	SSC	11	4	
104	SSC	11	3	
105	AP	5	3	
106	BS	6	4	
107	AP	4	4	Newer
108	BS	7	3	
109	BS	11	4	
110	SSC	10	4	
111	SSC	10	3	Lt. FB
112	SSC	8	2	FB
113	APA	9	3	
114	CP	3	4	New
115	CP	3	3	New
116	CP	3	4	New
117	CP	3	4	New
118	CP	3	3	New
119	WH	3	3	
120	CP	3	4	New
121	CP	3	4	New
122	GA	4	3	
123	GA	5	3	
124	CP	3	4	New
125	APA	14	4	
126	APA	12	3	
127	APA	13	4	
128	APA	12	4	
129	APA	10	4	
130	SWP	4	4	
131	APA	15	4	
132	APA	13	4	
133	APA	14	4	
134	APA	14	3	

135	APA	14	4	
136	AP	3	3	New
137	PiP	3	4	New
138	Missing			
139	Missing			
140	BS	9	3	
141	RC	3	1	
142	SSC	9	4	
143	BS	8	3	
144	APA	5	3	
145	APA	3	2	
146	APA	8	3	
147	HB	6	3	
148	GA	9	3	
149	GA	13	3	
150	AP	6	2	
151	AP	7	1	
152	GA	11	4	
153	GA	15	3	
154	AP	13	1	
155	AP	9	2	
156	AP	13	1	
157	GA	15	3	
158	GA	15	3	
159	GA	17	3	
160	GA	17	3	
161	GA	15	3	
162	AP	25	3	
163	PiP	12	2	Multitrunk
164	AP	15	3	
165	GA	13	3	
166	GA	10	3	
167	GA	12	3	
168	GA	14	3	
169	PiP	13	2	
170	PiP	9	4	
171	PiP	9	4	
172	GA	12	3	
173	HL	3	4	
174	HL	4	4	
175	HL	4	4	
176	AP	19	4	
177	AP	10	3	

178	GA	15	3	
179	NLC	26	4	
180	NLC	21	2	
181	NLC	32	2	Multitrunk
182	GA	8	2	
183	GA	9	3	
184	NLC	26	3	
185	AP	12	3	
186	AP	11	3	
187	AP	15	3	
188	GA	11	3	
189	GA	8	3	
190	GA	10	3	
191	HC	22	2	I/D
192	HL	3	3	
193	AP	20	2	
194	AP	16	3	
195	AP	20	3	
196	AP	14	3	
197	GA	13	3	
198	GA	7	2	
199	GA	8	3	
200	NM	3	3	
201	GA	12	3	
202	GA	13	3	
203	AP	14	3	
204	AP	19	3	
205	RCC	2	0	New
206	GA	11	3	
207	SM	19	2	
208	RCC	2	4	New
209	NLC	18	3	
210	PiP	9	4	
211	PiP	12	4	
212	GA	20	4	
213	GA	19	4	
214	GA	16	4	
215	PiP	12	2	
216	PiP	13	4	
217	SM	14	3	
218	GA	10	3	
219	GA	21	3	
220	GA	19	3	

221	GA	18	3	
222	AP	20	3	
223	GA	12	3	
224	GA	14	2	
225	HL	16	2	
226	NLC	17	2	
227	GA	6	2	
228	GA	16	3	
229	GA	10	3	
230	PiP	17	3	
231	BS	2	3	
232	CP	4	3	
233	PP	18	4	
234	PiP	9	3	Codom
235	GA	17	3	
236	GA	15	3	
237	GA	16	3	
238	GA	13	3	
239	GA	12	3	
240	GA	9	3	
241	GA	9	3	
242	HC	34	3	Lt Cyto
243	HC	36	3	Codom
244	GA	9	3	
245	GA	10	3	
246	AP	19	4	
247	AP	17	4	
248	AP	20	4	
249	AP	27	3	
250	AP	13	3	
251	GA	8	4	
252	AP	13	3	
253	PiP	18	5	
254	AP	14	3	
255	AP	11	3	
256	GA	13	3	
257	GA	12	3	
258	GA	14	3	
259	AP	11	3	
260	AP	5	3	
261	AP	15	3	
262	HL	14	2	
263	HL	13	3	

264	AP	18	4
265	HL	14	3
266	HL	16	3
267	GA	15	3
268	GA	14	2
269	HL	18	4
270	LLL	7	3
271	LLL	8	3
272	LLL	8	4
273	LLL	7	4
274	HL	15	4
275	GA	7	3
276	GA	8	3
277	AP	13	3
278	AP	16	3
279	HL	14	4
280	HL	13	4
281	AP	12	3
282	AP	14	3
283	LLL	10	3
284	LLL	9	3
285	LLL	10	3
286	HL	17	4
287	GA	16	3
288	GA	20	3
289	HL	21	3
290	HL	20	3
291	HB	10	3
292	GA	14	3
293	GA	15	3
294	GA	18	3
295	HL	18	3
296	HL	17	3
297	GA	11	2
298	GA	14	3
299	AP	17	3
300	GA	16	3
301	HL	18	3
302	HL	19	3
303	LLL	11	2
304	LLL	10	3
305	LLL	11	3
306	HL	22	3

307	HL	19	3	
308	GA	11	3	
309	GA	10	3	
310	GA	10	2	
311	AP	14	3	
312	AP	17	3	
313	GA	16	3	
314	GA	14	3	
315	HL	14	4	
316	HL	12	3	
317	HL	12	3	
318	HL	17	4	
319	LLL	10	1	
320	LLL	10	1	
321	GA	11	3	
322	GA	10	3	
323	AP	11	2	
324	GA	18	3	
325	GA	20	3	
326	AP	7	0	
327	NLC	27	3	
328	GA	19	3	
329	BS	16	3	
330	BS	17	2	
331	BS	19	4	
332	GA	20	3	
333	GA	18	3	
334	CAT	18	3	
335	PiP	6	4	
336	PiP	5	3	
337	PiP	4	2	
338	PiP	3	3	
339	BS	13	1	
340	GRT	9	3	
341	PP	16	3	
342	PiP	3	2	
343	PiP	2	2	
344	AP	8	0	
345	PiP	4	3	Codom
346	NLC	18	3	Lightening scar
347	NLC	31	2	A trunk removed
348	LLL	4	2	
349	GA	27	3	



350	APA	4	2	
351	APA	5	3	
352	HL	17	3	
353	APA	10	4	
354	ABM	9	3	
355	SM	10	3	
356	CAT	9	2	
357	PP	29	3	
358	GA	5	2	
359	GA	5	3	
360	NLC	17	2	
361	PP	16	4	
362	RMJ	10	4	
363	PP	11	4	
364	GA	9	2	
365	GA	14	3	
366	GA	18	4	
367	AP	18	3	
368	BS	18	4	
369	SSC	17	4	
370	SSC	18	4	
371	APA	6	3	
372	APA	7	3	
373	LLL	7	2	
374	PC	26	3	
375	PP	7	3	
376	PP	15	4	Codom
377	AP	6	1	
378	HL	16	4	
379	HL	15	4	
380	PP	14	3	
381	PP	15	3	
382	AP	13	3	Codom
383	NLC	18	3	
384	HE	2	0	
385	HE	2	0	
386	HE	2	0	
387	GA	9	3	
388	HL	3	2	
389	HL	3	1	
390	BS	4	4	
391	CP	6	4	
392	SP	15	3	

393	SP	13	3	
394	GA	16	3	
395	BS	16	3	
396	PP	22	3	
397	APA	9	2	
398	CP	9	4	
399	CP	9	4	
400	CP	9	4	
401	CP	7	3	Multitrunk
402	BP	4	3	
403	BP	4	4	
404	BP	4	4	
405	BP	5	3	
406	BP	5	4	
407	BP	7	4	
408	BP	6	4	
409	BP	5	3	
410	BP	6	4	
411	BP	6	4	
412	BP	6	4	
413	SWO	7	4	Chlorotic
414	SWO	8	4	Chlorotic
415	BP	5	4	
416	BP	6	4	
417	BP	5	4	
418	BP	5	4	
419	BP	6	4	
420	BP	6	4	
421	SWO	9	4	Chlorotic
422	BS	4	3	
423	SWO	9	3	Chlorotic
424	BS	6	3	
425	BS	6	3	
426	BS	6	3	
427	AP	16	3	
428	AP	17	3	
429	AP	15	3	
430	BP	6	4	
431	BP	6	4	
432	BP	6	4	

433	AP	14	4	
434	AP	15	4	
435	CP	14	3	Chlorotic
436	CP	13	3	Chlorotic
437	CP	11	3	Chlorotic
438	CP	12	3	Chlorotic
439	CP	11	3	Chlorotic
440	CP	11	3	Chlorotic
441	CP	10	3	Chlorotic
442	CP	11	4	
443	CP	10	4	
444	CP	10	4	
445	CP	5	4	
446	ABM	12	4	Codom
447	AP	13	3	
448	GA	9	3	
449	GA	6	2	
450	AP	11	3	
451	AP	13	2	
452	HC	18	0	
453	RCC	10	4	Multi-trunk
454	PiP	8	3	
455	APA	10	4	
456	AP	12	3	
457	PiP	10	4	
458	GA	14	3	
459	AP	11	3	
460	GA	13	3	
461	PiP	9	4	
462	GA	8	3	
463	GA	9	3	
464	GA	7	3	
465	GA	6	2	
466	GA	7	3	
467	PP	26	4	Codom
468	BS	4	3	
469	BS	3	2	
470	BS	16	3	
471	BS	19	4	
472	GA	7	3	
473	GA	8	2	
474	AP	5	3	
475	BS	15	3	

476	BS	6	4	
477	GA	8	3	
478	GA	17	3	
479	GA	12	3	
480	GA	19	3	
481	ABM	26	3	Multitrunk
482	AP	17	3	
483	AP	16	3	
484	AP	14	3	
485	PC	18	1	Multitrunk
486	PC	19	2	
487	SM	17	3	
488	PiP	9	4	
489	PiP	5	2	
490	PiP	10	2	
491	GA	9	2	
492	AP	6	3	
493	AP	8	3	
494	GA	10	2	
495	GA	13	3	
496	AP	13	3	
497	AP	23	3	
498	AP	25	4	
499	AP	17	4	
500	AP	10	3	
501	PiP	8	3	
502	PiP	9	3	
503	PiP	10	3	
504	PiP	3	3	
505	NLC	16	2	
506	AP	22	4	
507	AP	18	3	
508	AP	10	4	
509	AP	8	3	
510	AP	11	4	
511	GA	18	4	
512	GA	29	3	Multitrunk
513	PiP	6	3	
514	PiP	10	2	
515	PiP	6	3	
516	SWO	3	3	
517	PiP	4	3	
518	PiP	6	4	

519	SWO	2	3
520	SWO	3	3
521	BS	6	3
522	SWO	2	3
523	PiP	6	4
524	AP	9	3
525	PiP	3	3
526	AP	14	3
527	AP	18	3
528	WM	2	2
529	RP	2	3
530	ABM	2	0
531	ABM	2	3
532	ABM	2	1
533	ABM	2	3
534	ABM	2	3
535	AP	17	3
536	AP	17	3
537	ABM	12	3
538	ABM	10	2
539	AP	18	4
540	AP	19	4
541	AP	17	4
542	AP	7	3
543	AP	16	3
544	AP	6	3
545	AP	8	3
546	AP	7	2
547	CTH	4	4
548	CTH	4	4
549	CTH	3	4
550	HL	6	3
551	HL	8	3
552	AP	7	3
553	AP	11	3
554	ABM	4	2
555	ABM	3	1
556	ABM	5	2
557	ABM	3	3
558	ABM	4	4
559	ABM	3	4
560	ABM	3	3
561	AP	16	4

562	AP	11	3
563	AP	9	3
564	AP	15	4
564	HL	7	3
566	AP	15	3
567	AP	11	3
568	AP	14	4
569	ABM	10	4
570	ABM	9	4
571	SSC	8	4
572	AP	12	4
573	ABM	7	3
574	ABM	7	3
575	ABM	10	3
576	ABM	7	3
577	HL	2	3
578	HL	2	3
579	PiP	2	3
580	PiP	3	3
581	NLC	12	3
582	NLC	15	3
583	AP	11	3
584	AP	6	2
585	AP	12	3
586	AP	8	3
587	ABM	5	0
588	AP	6	2
589	AP	16	3
590	AP	16	3
591	GA	9	2
592	SB	2	2
593	AP	11	3
594	AP	7	2
595	GA	9	3
596	ABM	4	1
597	ABM	6	3
598	AP	9	3
599	AP	8	3
600	ABM	5	2
601	GA	4	3
602	GA	5	3
603	GA	8	3
604	GA	10	4

Codom

Multitrunk

605	GA	12	4
606	ABM	10	3
607	ABM	11	4
608	ABM	12	2
609	AP	8	4
610	AP	9	4
611	ABM	10	3
612	ABM	10	3
613	GA	14	4
614	AP	12	3
615	GA	9	3
616	GA	10	3
617	GA	8	3
618	GA	6	3
619	GA	9	3
620	GA	7	3
621	GA	8	3
622	GA	12	3
623	GA	11	3
624	GA	11	3
625	CTH	4	3
626	CTH	5	3
627	CTH	4	3
628-3	CBS	6	2
629-3	CBS	6	3
630	CTH	5	3
631	CTH	5	3
632-3	CBS	6	2
633-3	CBS	6	3
634-3	RCC	6	3
635-2	CTH	4	4
636-2	RCC	3	2
637	CTH	3	3
638	AP	9	3
639	AP	9	4
640	AP	8	4
641	BS	5	3
642	BS	2	3
643	BS	2	4
644-3	CTH	3	3
645	GA	9	3
646	GA	8	3
647	AP	9	3

Codom

648	AP	8	3	Codom
649	AP	9	2	
650	AP	11	3	Codom
651	AP	7	1	
652	AP	9	3	Codom
653	AP	9	2	
654	RCC	3	1	
655	RCC	3	0	
656	AP	6	3	
657	AP	10	3	
658	AP	11	3	
659	CTH	3	4	
660	SP	8	4	
661	SP	9	3	
662	GA	8	3	
663	GA	8	3	
664	SP	7	3	
665	SP	8	3	
666	SP	7	3	
667-3	APA	6	4	
668	AP	9	3	
669	AP	8	3	
670	APA	5	3	
671	APA	9	3	
672-4	AM	3	3	
673	WF	6	4	
674	AP	12	3	
675	AP	11	3	
676	AP	13	3	
677	GA	5	2	
678-3	GA	3	2	
679	GA	4	3	
680	AP	12	3	
681	AP	12	3	
682	AP	11	3	
683	AP	5	0	
684	HL	9	4	
685	WH	3	3	
686	AM	8	4	Multitrunk
687	HL	9	4	
688	HL	5	4	
689	NLC	15	2	Cyto
690	LLC	12	3	



691	GA	15	3	
692	GA	13	3	
693	APA	8	4	
694	ABM	12	4	
695	WH	4	3	
696	ABM	13	4	
697	HL	8	3	
698	SSC	13	4	
699	AP	16	4	
700	AP	2	3	
701	SSC	12	4	
702	WH	5	2	Chlorotic
703	WH	7	3	
704	AP	10	3	
705	AP	11	3	
706	AP	11	3	
707	HL	13	3	
708	LL	2	3	
709	SM	10	3	
710	GA	14	3	
711	GA	13	3	
712	AP	13	3	
713	AP	13	3	
714	HL	13	4	
715	HL	15	4	
716	AP	11	3	
717	AP	5	3	
718	AP	5	3	
719	AP	5	3	
720	AP	3	1	
721	AP	6	4	
722	AP	4	3	
723	AP	4	3	
724	HL	2	0	
725	HL	2	2	
726	GA	10	3	
727	GA	10	3	
728-9	AP	2	1-3	
729	WH	12	4	Multitrunk
730	SSC	9	3	Lt. FB
731	SSC	9	3	Lt. FB
732	NLC	18	2	Leaning-Hazard
733	NLC	19	3	

734	SSC	10	4	
735	SSC	6	4	
735	GA	14	3	
737	GA	12	3	
738	ABM	10	4	
739	ABM	6	3	
740	LLL	3	3	
741	LLL	4	4	
742	ABM	8	4	
743	ABM	3	3	
744	ABM	3	3	
745	SSC	5	4	
746	SSC	5	3	
747	SSC	8	4	
748	APA	4	3	
749	APA	7	3	
750	HL	6	3	
751	HL	7	3	
752	RCC	6	4	Multitrunk
753	AP	4	4	
754	AP	7	4	
755	AP	9	4	
756	RCC	3	4	Multitrunk
757	AP	8	3	
758	AP	10	4	
759	RCC	5	4	Multitrunk
760	RCC	5	4	Multitrunk
761	RCC	5	4	Multitrunk
762	RCC	5	4	Multitrunk
763	RCC	4	4	Multitrunk
764	GA	7	4	
765	AP	9	4	
766	WH	4	3	
767	WH	6	4	
768	AP	12	4	
769	AP	11	4	
770	AP	11	4	

# Potential Mosquito Spraying Areas



Google Earth

3000 ft

















# INVOICE

Scott Snow

423.779.8876  
dscottsnow@gmail.com

864 Road P69  
Bailey, CO 80421

Attention: Roxborough Metro District c/o Shauna D'Amato  
Date: June 19, 2022

Project Title: Roxborough Park Disc Golf Course  
Project Description: Consultation  
Invoice Number: 6192022

Description	Quantity	Unit Price	Cost
Disc Golf Course Consultation			\$1,000.00
<hr/>			
<hr/>			
Total			<b>\$1,000.00</b>

Submit check to the name and address above. Let me know if another method of payment is preferred.

Thanks,  
Scott Snow

## Herschberg, Natalie

---

**From:** Katie James <james@ffcolorado.com>  
**Sent:** Wednesday, July 6, 2022 3:55 PM  
**To:** Jones, Anna; Tina Vildibill  
**Cc:** DAmato, Shauna; Herschberg, Natalie  
**Subject:** RE: [External] Re: Roxborough Metro District - New Board Disc Golf Course Decision

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

This is difficult as he clearly put work into it, but I always understood that these were proposals for doing the design/build. Do we have any correspondence with him that would indicate firmly he was giving proposals for services versus expecting payment for assembling the proposals?

If nothing more than the various proposals for services, then I would not say the District is obligated to pay him but they could certainly decide to if they wish.

Thank you,

Katie James

Kathryn T. James  
 Attorney at Law  
**FOLKESTAD FAZEKAS BARRICK & PATOILE, P.C.**  
 18 South Wilcox Street, Suite 200  
 Castle Rock, Colorado 80104-1909  
 Phone: 303.688.3045  
 Fax: 303.688.3189  
[james@ffcolorado.com](mailto:james@ffcolorado.com)  
[www.ffcolorado.com](http://www.ffcolorado.com)

---

**From:** DAmato, Shauna <[Shauna.DAmato@claconnect.com](mailto:Shauna.DAmato@claconnect.com)>  
**Sent:** Monday, June 20, 2022 2:30 PM  
**To:** Jones, Anna <[Anna.Jones@claconnect.com](mailto:Anna.Jones@claconnect.com)>  
**Subject:** FW: [External] Re: Roxborough Metro District - New Board Disc Golf Course Decision

Hi Anna,

Please see the email below from Scott Snow (Disc Golf Vendor) that I received over the weekend and please advise on how to proceed with this one...

Thank you!



**Shauna D'Amato (she/her/hers)**  
 Public Management Analyst

**Direct 303-265-7867**  
 CLA (CliftonLarsonAllen LLP)  
[shauna.damato@CLAconnect.com](mailto:shauna.damato@CLAconnect.com)

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CLA is an independent member of Nexia International. See [member firm disclaimer](#) for details.

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**From:** Scott Snow <[dscottsnow@gmail.com](mailto:dscottsnow@gmail.com)>  
**Sent:** Sunday, June 19, 2022 5:35 PM  
**To:** DAmato, Shauna <[Shauna.DAmato@claconnect.com](mailto:Shauna.DAmato@claconnect.com)>  
**Subject:** [External] Re: Roxborough Metro District - New Board Disc Golf Course Decision

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Hi Shauna,

Apologies for taking so long to respond. This past month has been nonstop for me. I have had my hands full with running a grand opening event at a course I designed and built in Virginia this past year. And my local workload has been much higher than normal.

I was definitely disappointed to read your last email. Per one of our initial conversations, this is another perfect example of why I have only worked with private properties the past five years. After six months invested into emails, phone calls, proposals, property studies, a site survey, and jumping through all the hoops, I now have no work as a result and have not seen a penny along the way. I did all that in good faith and believing that this was a legitimate project to pursue.

I also have to say I was a bit surprised to find this email after having executed an agreement with the board. This doesn't just impact me. I had already begun initiating arrangements for equipment and labor that I have to cancel.

Building disc golf courses is already a very small and undervalued industry, so to get a cancellation like this after so much effort was invested just to get to this point is a huge blow to my timeline. I could have been pursuing other projects instead.

I am attaching an invoice for the past six months of consultation and work that I've done. It should really be much higher, but I'll settle on this being fair enough. Let me know if I need to send it to someone else.

Thanks,  
 Scott

On May 20, 2022, at 2:15 PM, DAmato, Shauna <[Shauna.DAmato@claconnect.com](mailto:Shauna.DAmato@claconnect.com)> wrote:

Hi Scott,

I hope you're doing well and staying warm during hopefully our last storm of the season!

As a result of the recent Board elections, the Roxborough Metro District has three new Board members. Unfortunately, at their Board meeting this week, those members (who now hold a majority of the Board) chose to reverse the decision made by the previous board regarding the disc golf course and have decided to not move forward with the course at this time.

I hope this does not cause any inconvenience and please accept my apologies.

Thank you for all of your work on this project and let me know if you have any questions at all.

Best Regards,



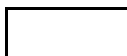
**Shauna D'Amato (she/her/hers)**  
Public Management Analyst

**Direct 303-265-7867**  
CLA (CliftonLarsonAllen LLP)  
[shauna.damato@CLAconnect.com](mailto:shauna.damato@CLAconnect.com)

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[Send me your files with secure file transfer.](#)



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**CliftonLarsonAllen LLP**

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**Herschberg, Natalie**

---

**From:** Katie James <james@ffcolorado.com>  
**Sent:** Thursday, July 7, 2022 8:01 AM  
**To:** Jones, Anna; Herschberg, Natalie  
**Cc:** Tina Vildibill  
**Subject:** [External] Chatfield Farms Irrigation background

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

Hi, Anna,

This email can serve to give the Board some background in addition to the Water Services Agreement itself, for the agenda item.

Back in summer 2016, this item came up and the Board/CLA/landscape contractor discussed billing for the meter(s) as it had not been done but should be per the Agreement. The District is to bill the HOA for the amount we are charged by Rox Water, for the water provided to the HOA, plus a 10% admin cost. The Agreement calls for monthly invoices, but as discussed in 2016, that might be difficult to implement but certainly the HOA should/can be billed seasonally.

My notes indicate there is definitely 1 meter at issue, but the landscape contractor at the time indicated that billing for 1 meter is not accurate, indicating it is shared with other District irrigation? The contractor indicated that 2-3 submeters would be necessary to bill accurately. I believe the item fell off because the discussion was near end of season and there was the meter reading issue to handle, and if I recall, some discussion centered around the cost of handling might outweigh the cost of absorbing the water used.

My understand recently from Scott Barnett is that Bill Barr read the 1 meter at the beginning of the season and can read it at the end to determine usage to bill. We should clarify if the meter serves only HOA or if as the past discussion went, it serves District and HOA and a sub-meter(s) is needed. If the meter can be read as it is, and the usage and cost determined, then my recommendation is that we send a letter to the HOA noting the Agreement, the lack of past billing, and giving them notice the District will send a bill at the end of this season. If more meters are needed, the Board should discuss whether to implement a more accurate system.

Thank you,

*Katie James*

Kathryn T. James  
Attorney at Law  
**FOLKESTAD FAZEKAS BARRICK & PATOILE, P.C.**  
18 South Wilcox Street, Suite 200  
Castle Rock, Colorado 80104-1909  
[james@ffcolorado.com](mailto:james@ffcolorado.com)  
Phone: 303.688.3045  
Fax: 303.688.3189

**IRRIGATION WATER SERVICE AGREEMENT**  
Chatfield Farms Estates

This Irrigation Water Service Agreement ("Agreement") is made this 23<sup>rd</sup> day of July, 2014 between Roxborough Village Metropolitan District, a quasi municipal corporation and political subdivision of the State of Colorado ("RVMD"), whose principal address is c/o David B. Peak, District Manager, Clifton Larson Allen LLP, 8390 E. Crescent Parkway, Suite 500, Greenwood Village, CO 80111-2184, and Chatfield Farms Estates Homeowners Association, Inc., a Colorado non-profit corporation (the "HOA"), whose principal address is 8361 N. Rampart Range Rd., Littleton, CO 80125, to memorialize their respective rights and obligations pertaining to irrigation water service to certain Monument Easement Areas described below.

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**RECITALS**

A. By the Plat of Chatfield Farms Filing No. 1-A, 6<sup>th</sup> Amendment recorded April 29, 2014, recorded in the records of Douglas County, Colorado at Reception No. 2014021120 (the "6<sup>th</sup> Amendment Plat"), the property owner, Estates at Chatfield Farms, LLC, created two monument easements (the "Monument Easements") over a portion of Lots 120A-1 and Lot 148A, Chatfield Farms Filing No. 1-A, 6<sup>th</sup> Amendment, as specifically depicted on the 6<sup>th</sup> Amendment Plat and described on Exhibit A attached hereto (the "Monument Easement Areas").

B. Plat Note 12 on the 6<sup>th</sup> Amendment Plat states that the Monument Easements shall be maintained by the HOA, its successors and assigns.

C. The HOA has requested that RVMD provide non-potable irrigation water to landscaping located within the Monument Easement Areas.

D. Raw water is supplied to RVMD by Roxborough Water and Sanitation District ("RWSD") pursuant to the terms of the following two agreements:

- i. Water Supply Agreement between the District and Roxborough Park Metropolitan District (Roxborough Park Metropolitan District changed its name to Roxborough Water and Sanitation District in 2006), dated January 15, 2003 (the "Water Supply Agreement"); and
- ii. First Amendment to Water Supply Agreement between the District and the Roxborough Water and Sanitation District (Roxborough Water and Sanitation District changed its name from Roxborough Park Metropolitan District in 2006), dated December 1, 2012 (the "First Amendment").

E. RVMD will incur significant future costs to acquire non-potable irrigation water from RWSD to serve the Monument Easement Areas.

**AGREEMENT**

**NOW THEREFORE**, in consideration of the mutual covenants herein, and with the intent to be legally bound, hereby, the parties agree as follows:

1. The Recitals are incorporated and made a part of this Agreement.
2. RVMD agrees to provide non-potable irrigation water to the HOA to serve the Monument Easement Areas, subject to the limitations contained in the Water Supply Agreement and the First Amendment.
3. The HOA agrees to accept non-potable irrigation water from RVMD to serve the Monument Easement Areas, subject to the same limitations contained in the Water Supply Agreement and the First Amendment.
4. RVMD has installed or will install one 3/4" water meter in the location shown on the diagram attached hereto as **Exhibit B**. Upon installation of the water meter, RVMD will provide irrigation water to the Monument Easement Areas at the rate that RVMD pays for raw water it acquires from RWSD, plus ten percent (10%) for administrative costs.
5. RVMD shall be solely responsible for the cost of maintaining, replacing, and repairing the RVMD irrigation water main and the water meter as shown on **Exhibit B**.
6. RVMD shall read the water meter on a monthly basis and shall provide invoices to the HOA on a monthly basis. Payment by the HOA is due within thirty (30) days after the date that the invoice is mailed or emailed to the HOA. Payments made after the 30<sup>th</sup> day will incur interest at a rate of twelve percent (12%) per annum or a late charge of \$2.00 per month, whichever is greater, until paid.
7. The HOA shall be solely responsible for the cost of installing, maintaining, replacing, and repairing the HOA irrigation water service line(s) from the water meter to the points of service.
8. The HOA agrees to use the water solely for maintenance of landscaping or other non-potable purposes exclusively on the Monument Easement Areas, and to continue to use the water for purposes similar to current usages and quantities.
9. 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 expedited proceedings before the Judicial Arbitrator Group of Denver, Colorado ("JAG") or, if JAG no longer conducts arbitration proceedings in the Denver metropolitan area, before JAMS of Denver, Colorado ("JAMS"), or, if JAMS no longer conducts arbitration proceedings in the Denver metropolitan area, before the American

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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 CUA, 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.

10. All notices required or provided in this Agreement, if hand delivered, must be delivered during business hours on a business day and shall be deemed to have been given and received on the date hand delivered to the party receiving the same. If the United States mails are used, notice of same shall be sent certified or registered mail, return receipt requested, postage prepaid and shall be deemed to have been given and received on the third business day from the date deposited in the United States mails addressed as follows:

To RVMD: Roxborough Village Metropolitan District  
 c/o David B. Peak, District Manager  
 Clifton Larson Allen LLP  
 8390 E. Crescent Parkway, Suite 500  
 Greenwood Village, CO 80111-2184

To the HOA: Chatfield Farms Estates Homeowners Association, Inc.  
 Attention: Amy Anders  
 8390 E. Crescent Parkway, Suite 650  
 Greenwood Village, CO 80111

Each party shall have the right to designate a different address for the receipt of notices other than that set forth above, provided the party’s new address is contained in written notice given to the other party.

11. The HOA shall indemnify, defend and hold harmless RVMD from and against any and all expenses, payment, liability, loss, damage, or other obligation, legal or equitable, arising, directly or indirectly, out of, or in any way related to its use of the Monument Easements

or the Monument Easement Areas, except to the extent caused by the gross negligence or willful misconduct of RVMD.

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

13. If any clause, provision, section, or subsection set forth in this Agreement is illegal, invalid or unenforceable under future applicable law, the remainder of this Agreement shall not be affected thereby.

14. Except as otherwise provided herein, this Agreement may be modified, altered, amended or terminated only by written agreement of the parties.

15. This Agreement shall be recorded in the real property records of the Clerk and Recorder of Douglas County, Colorado.

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16. This Agreement is not intended nor shall it be construed to create any third-party beneficiary rights in any person or entity that is not a party hereto unless expressly otherwise provided herein.

17. All headings and captions used herein are for convenience only and are of no meaning in the interpretation or effect of this Agreement.

18. This Agreement shall be binding on the parties hereto, their respective heirs, successors, and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal the day and year first above written.

[The remainder of this page intentionally left blank.]

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

By: *Linda Goodrich*  
Linda Goodrich, President

ATTEST:

By: *Judi Holden*  
~~Judi Holden, Secretary~~ *Vice President*

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STATE OF COLORADO )  
) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2014  
by Linda Goodrich as President and Judi Holden as Secretary of Roxborough Village  
Metropolitan District.

Witness my hand and official seal.  
My commission expires \_\_\_\_\_  
[SEAL]

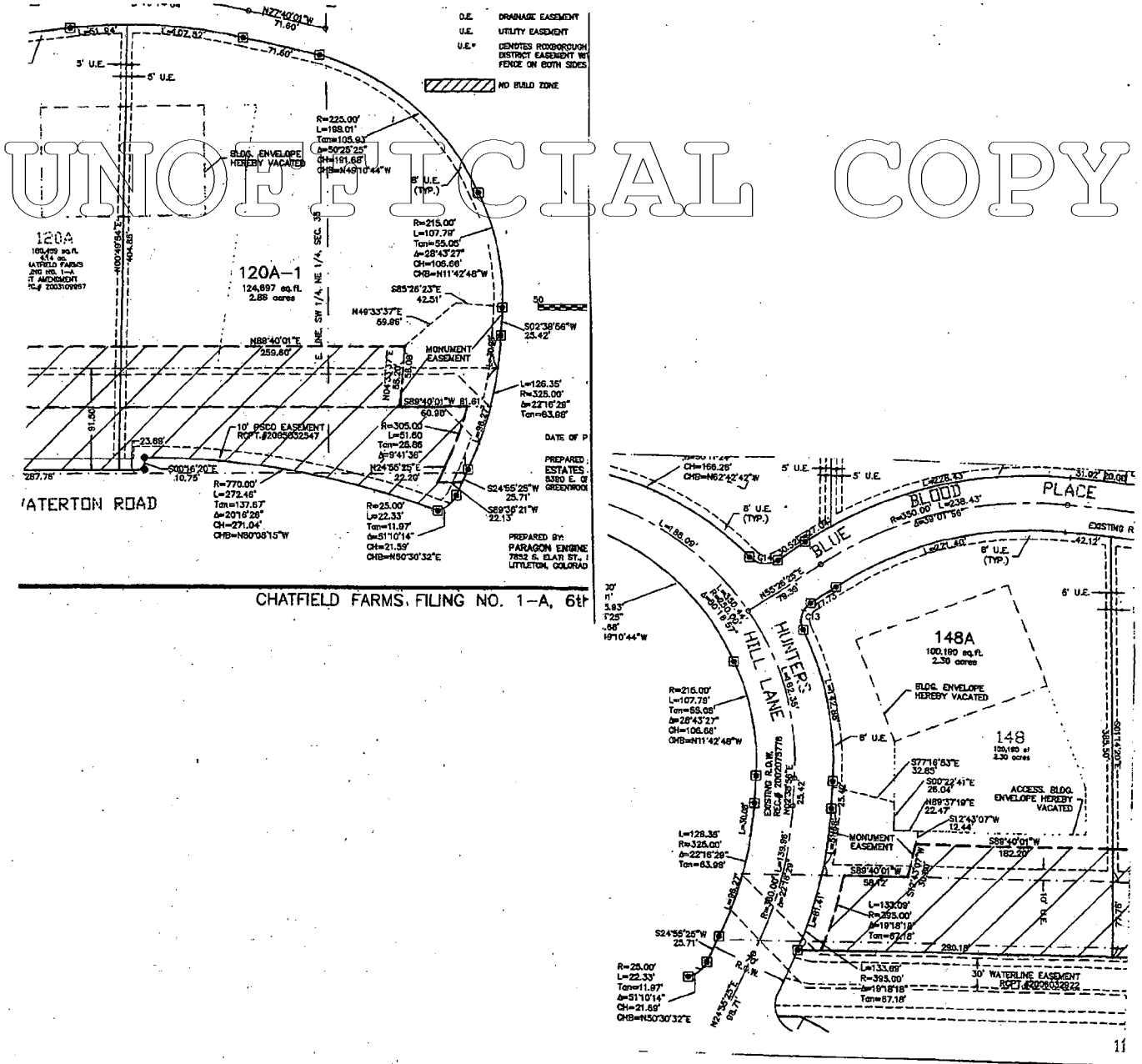
\_\_\_\_\_  
Notary Public

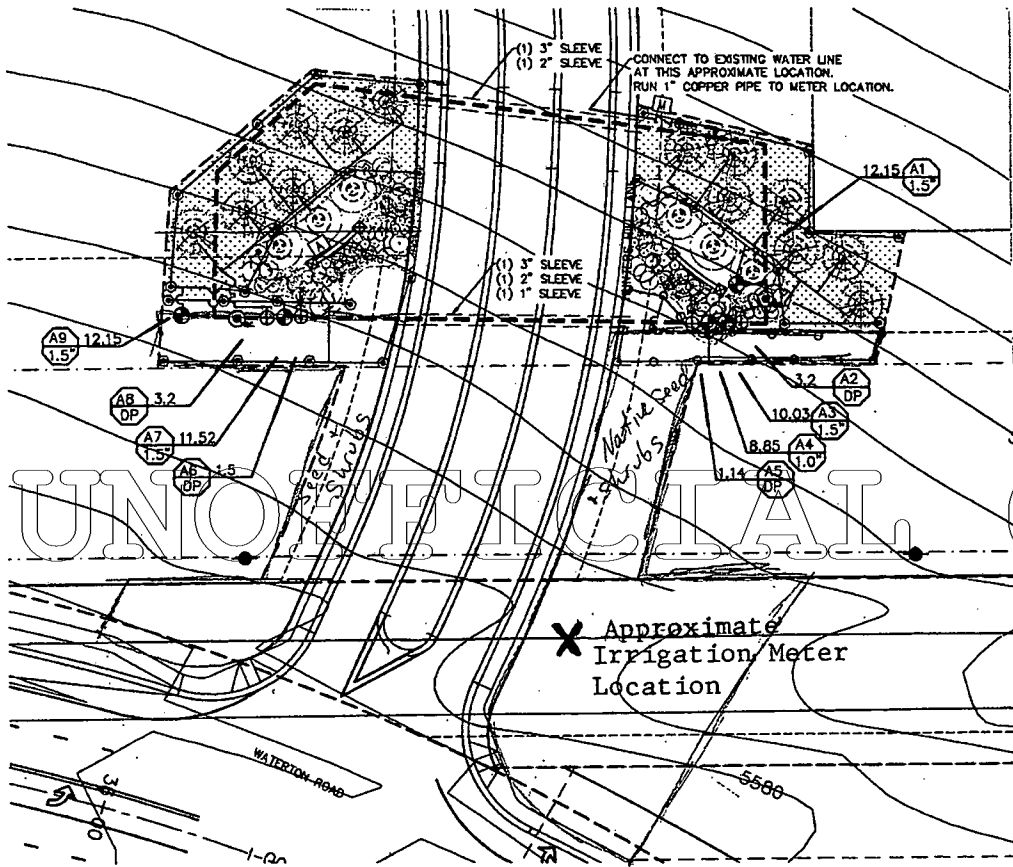


EXHIBIT A

Monument Easement Areas

Monument Easements over a portion of Lots 120A-1 and Lot 148A, Chatfield Farms Filing No. 1-A, 6<sup>th</sup> Amendment, as described on the Plat of Chatfield Farms Filing No. 1-A, 6<sup>th</sup> Amendment recorded April 29, 2014 in the records of Douglas County, Colorado at Reception No. 2014021120.





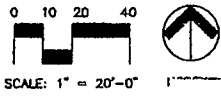
**ESTATES AT CHATFIELD FARMS**

Douglas County, Colorado

**MONUMENT IRRIGATION PLAN**

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X Approximate Irrigation Meter Location



**IRRIGATION EQUIPMENT SCHEDULE -**

SYMBOL	SIZE	EQUIPMENT	DESCRIPTION
	2 IN.	BACKFLOW PREVENTER	FEBCO 625YA WITH OUTSIDE FREEZE PROTECTION
	SEE PLANS	ELECTRIC CONTROL VALVE ASSEMBLIES	RAINBIRD 150-PEB-PSRD
	1.5 IN.	MASTER VALVE	RAINBIRD 190-PEB-PRSD
	SEE PLANS	CONTROLLER	RAINBIRD ESPAME-ESPSM6 8 STATIONS USED
	JUMBO	VALVE BOX	HIGHLINE PRODUCTS (AMETEK) ELEC. CONTROL VALVE BOX
	1 IN.	ISOLATION VALVE	BRASS GATE VALVE
		QUICK COUPLER Q.C. KEY	RAINBIRD 44-LRC RAINBIRD 2049
		RAIN SENSOR*	RAINBIRD RSD-BEX
		ROTOR HEADS	RAINBIRD 6006-R-S-1.5 (1.35 GPM) RAINBIRD 3504-PC-SAM-1.5 (1.26 GPM)
	$\odot \odot \odot \odot$	SPRAY HEADS	RAINBIRD 1804-SAM-PRS-VAN-12' (0.59-2.36 GPM)
	1.5 IN.	MAINLINE	SCH. 40 PVC, 30 IN BURIAL
	1.0 IN.	LATERAL PIPE	CL 200 PVC SOLVENT WELD
	3.0 IN.	SLEEVE PIPE	CL 200 PVC WITH SEPARATE 2 IN. CL 200 PVC WIRE SLEEVE
		DRIP ZONE CONTROL	RAINBIRD X02-LF-100-PRF
		DRIP IRRIGATION EMITTER	RAINBIRD XFD-08-12 (TREE RING), XB-05-PC, XB-10-PC (SHRUB)
		DRIP IRRIGATION SUPPLY	RAINBIRD XF BLANK TUBING (TREE RING)
	3/4"	METER	

**44** associates inc.  
2625 South Platte Street, Suite #100  
Aurora, Colorado 80014  
303-776-7201 FAX 303-776-7720

Revisions

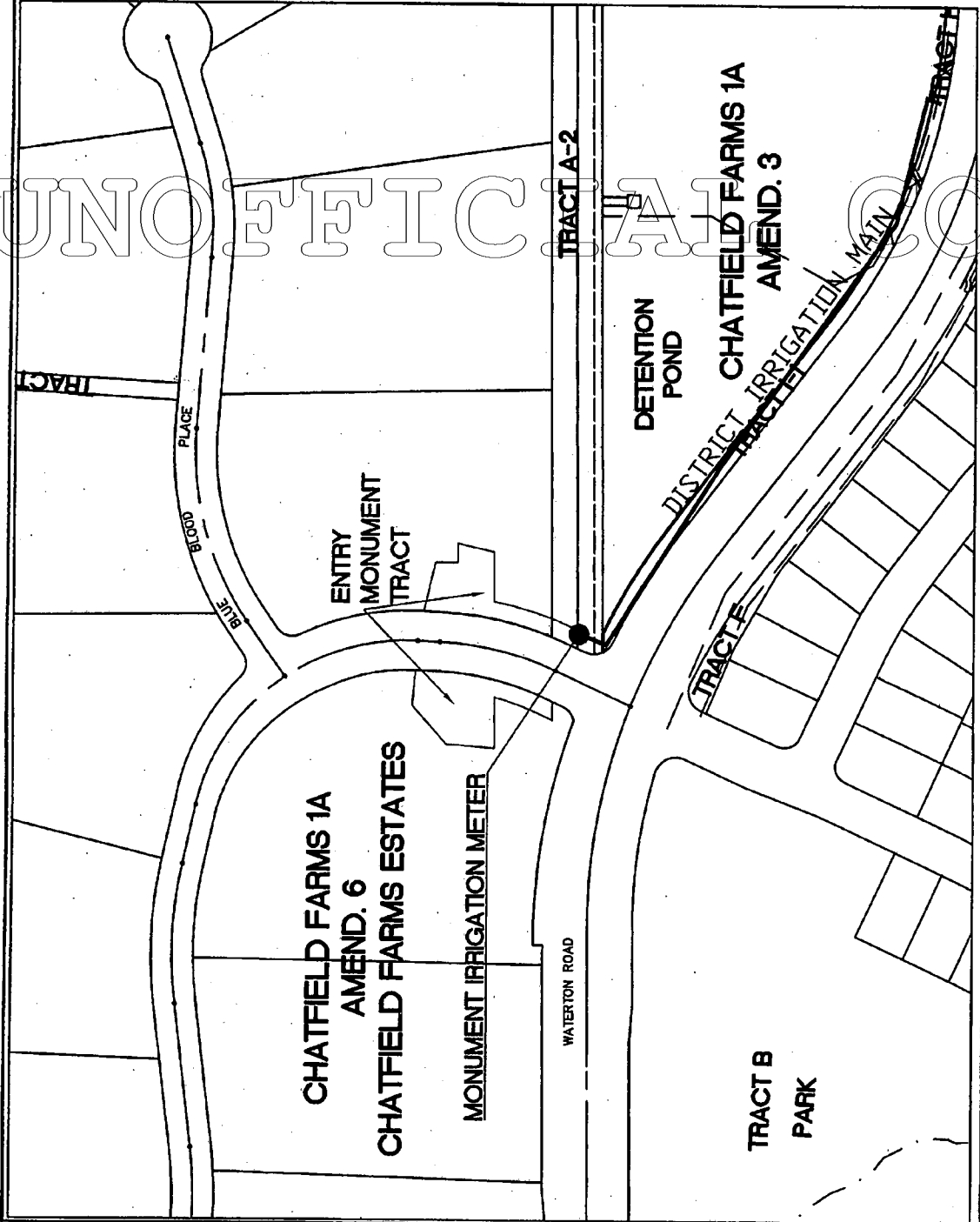

Date: FEB. 21, 2014  
Job Number: 7384-000  
Sheet IRR-1

**EXHIBIT B**

**Diagram Showing Meter Location and RVMD Irrigation Water Main**

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NOTE:  
THIS DEPICTION IS  
CONCEPTUAL, NOT TO  
SCALE, AND IS NOT  
TO ENGINEERING  
STANDARDS.



SHEET NUMBER  
**1**

**Mulhern**  
**MRE, Inc.**  
2 Inverness Drive East, Suite 200  
Englewood, CO 80112  
(303) 649-9857

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT

**RVMD / CHATFIELD FARMS ESTATES**  
**IRRIGATION WATER SERVICE AGREEMENT**  
**EXHIBIT B**

DESIGN:	SB
DRAWN:	SB
CHK'D:	SB
DATE:	07/08/2014
JOB#:	
NAME:	RVMD
DWG:	



June 27, 2022

Douglas County Department of Community Development  
Heather Scott, AICP  
100 Third Street  
Castle Rock, Colorado 80104

VIA EMAIL: [hscott@douglas.co.us](mailto:hscott@douglas.co.us)

Re: Roxborough Village Metropolitan District's referral response to Project SB2022-002

Dear Heather,

Our firm represents Roxborough Village Metropolitan District. This letter will serve as a Referral Response for Project SB2022-002, for a proposed subdivision of Lot 119A-3, Chatfield Farms Filing 1A, 8<sup>th</sup> Amendment, into 3 commercial lots.

The District Board of Directors has reviewed the application materials and have the following concerns, comments, and questions.

1. Landscaping: One of the primary services that the District provides is landscape maintenance throughout the District. The Board seeks to have the applicant adhere to District standards for landscaping within their commercial parcels.
2. Traffic Concerns: Traffic, for both ingress/egress ease and general safety considerations, is a major concern for the District. The Board wants to ensure that the added commercial traffic does not result in more traffic problems in this area as Sterling Ranch continues to develop and the Waterton extension continues to open up. What traffic control measures are planned? The Board would like to see a traffic light at the entrance since this area is already increasing in traffic even without the commercial development planned in this application. A related question is in regard to the access road within the subdivision, to the east after the entry from Waterton Road. What is the purpose of this road and is it for future development that may also add to traffic concerns?
3. Architectural and Design: The Board seeks to have the applicant keep its architectural and design plans consistent with other commercial development in the District. Additionally, since one of the lots is planned for an auto repair facility, the Board has concerns about the limitation and placement of vehicles that may be stored on the lot overnight or for other

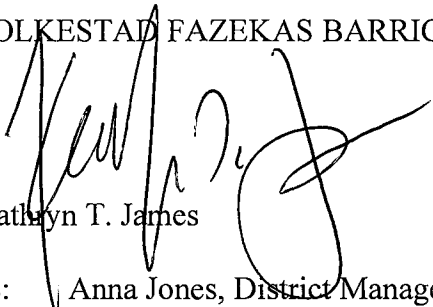
extended periods of time. The Board seeks to have vehicle storage minimized from an aesthetic point of view. The Board specifically wishes to note adherence to the Dark Sky Initiative and related Douglas County requirements for the same, as it did not believe this item was addressed properly in the lighting plans presented in the application.

The foregoing items are concerns of the District Board of Directors as the application review progresses. The District Board represents the residents of the District—and those residents are represented on a more localized level by several Homeowner's Associations throughout the District. Please make sure that all relevant Associations are also provided the opportunity to review and make comments to the application. For example, Chatfield Farms 1A HOA is immediately adjacent to the subdivision and we do not believe they were sent a referral response request. There may be other HOA's that should have been notified of the application as well and the Board would like your office to ensure that all relevant entities are provided an opportunity for response.

Please let me know any questions, and please have the applicant address the Board concerns during the subdivision process. Thank you.

Sincerely,

FOLKESTAD FAZEKAS BARRICK & PATOILE, P.C.



Kathryn T. James

cc: Anna Jones, District Manager

## Herschberg, Natalie

---

**From:** Katie James <james@ffcolorado.com>  
**Sent:** Thursday, July 7, 2022 8:17 AM  
**To:** Herschberg, Natalie; Tina Vildibill  
**Cc:** Jones, Anna  
**Subject:** RE: [External] Re: Rox - Information Request

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

Hello,

I would add to the below, that it is correct that there are varying agreements among different HOA's and the District. It is up to the Board if they want to increase their obligations (and add or update paperwork to reflect/support those obligations) or to decrease, or clarify, obligations. Previous Boards (not necessarily the most recent) have take the position that HOA specific items like irrigating a monument area, or maintaining an HOA specific monument sign would remain with the HOA for obligation.

Note that as far as electricity goes, the electric box in question does NOT appear on the District list of IREA service so that clarifies that it is not District installed or intended to be paid/maintained by the District.

Park Improvements do not include monument signs, they include park/recreation improvements like playgrounds, benches, etc. The language in this particular license agreement is for maintenance of "park and reasonably related improvements." My position is that if the District is or wants to maintain this monument sign in the future, that the license agreement should be revised to clarify it.

The foregoing ties back to the initial comment. If the Board decides to expand their obligations to maintain HOA specific monuments signs, and irrigation, and electricity, etc. (or any combination thereof), it should consider a universal policy for that and update all documents accordingly.

Thank you,  
 Katie James

---

**From:** Herschberg, Natalie <Natalie.Herschberg@claconnect.com>  
**Sent:** Wednesday, July 6, 2022 4:17 PM  
**To:** Katie James <james@ffcolorado.com>; Tina Vildibill <vildibill@ffcolorado.com>  
**Cc:** Jones, Anna <Anna.Jones@claconnect.com>  
**Subject:** FW: [External] Re: Rox - Information Request

Katie,

Ephram's email below is what I had as the enclosure for the Electricity Box item. Thanks!

Natalie

 **Natalie Herschberg**  
 District Administrator  
 Business Operations (BizOps)  
 CLA (CliftonLarsonAllen LLP)

Direct 303-793-1417

[natalie.herschberg@CLAconnect.com](mailto:natalie.herschberg@CLAconnect.com)

[Discover why CLA is a Great Place to Work\\*](#)

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**From:** Ephram Glass <epframglass@roxboroughmetrodistrict.org>  
**Sent:** Monday, June 27, 2022 11:21 PM  
**To:** Herschberg, Natalie <Natalie.Herschberg@claconnect.com>; Mathew Hart <MathewHart@roxboroughmetrodistrict.org>  
**Cc:** Jones, Anna <Anna.Jones@claconnect.com>  
**Subject:** [External] Re: Rox - Information Request

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

Sure. I'm still playing catch up on my emails since I got back from vacation, so I apologize if I miss anything. See below.

Chatfield Farms was developed in several stages by one developer. The developer did not file all the necessary paperwork to properly separate all the properties to the respective HOAs or the shopping center owners. Because of this missing paperwork and the time difference between completion of different areas of Chatfield Farms, maintenance is not performed consistently across the different developments within Chatfield Farms.

1) For the license agreements that do exist for Chatfield Farms 1A, 1B, and Estates, the language is fairly consistent. It states the district maintains "Park Improvements". However, it's not clear what was supposed to be included in "Park Improvements" because it's not defined anywhere.

a) For Chatfield Farms 1A, the first development completed, some of the original homeowners who were on the first HOA board passed down that everything BUT the monument sign is supposed to be maintained by the metro district. The district has been maintaining the landscaping, but the water has not been turned on in some time. The irrigation system is in disrepair and is needed for the new trees slated to be planted in the Chatfield Farms playground. The electric seems to be paid by the HOA even though the electric is primarily there for the irrigation system. The HOA does use the electric there for lighting up the monument sign and for holiday lights. The electric system on the east end of Liverpool Circle likely was cut when the playground over there was installed; it does not function at all.

b) For Chatfield Farms 1B, the HOA took over all the landscaping including the Campfire median despite the median being explicitly mentioned in the license agreement as something the district should maintain. They operate their own irrigation, but get free water from the metro district. The HOA board had no idea that the district was supposed to maintain things and likely started doing all the work when the district didn't seem to be maintaining things anymore. There was likely a lack of communication between consecutive boards unlike in 1A.

c) Chatfield Farms Estates is very new and no new agreements were signed when they were built out. They maintain their own monument areas and are the only ones with a water agreement with the metro district.

2) The metro district board needs to identify what "Park Improvements" includes and delineate how to split shared assets, like the electric systems. Once these have been decided, it will be clear how much Chatfield Farms 1A should be reimbursed for fixing the electric system.

I'd recommend the board consider historical decisions and work with the HOAs to come to fair agreements everyone is happy with.

On Mon, Jun 27, 2022 at 11:09 AM Herschberg, Natalie <[Natalie.Herschberg@claconnect.com](mailto:Natalie.Herschberg@claconnect.com)> wrote:

Hi Ephram,

Mat would like additional context regarding the Chatfield Farms Electricity Box. Would you please provide a few bullet points about the situation to include in the July 11<sup>th</sup> packet? Thank you!

Enjoy your day,

Natalie



**Natalie Herschberg**  
District Administrator  
Business Operations (BizOps)

**Direct 303-793-1417**  
CLA (CliftonLarsonAllen LLP)  
[natalie.herschberg@CLAconnect.com](mailto:natalie.herschberg@CLAconnect.com)

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

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**CliftonLarsonAllen LLP**  
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## Herschberg, Natalie

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**From:** Ephram Glass <ephramglass@roxboroughmetrodistrict.org>  
**Sent:** Monday, June 27, 2022 11:21 PM  
**To:** Herschberg, Natalie; Mathew Hart  
**Cc:** Jones, Anna  
**Subject:** [External] Re: Rox - Information Request

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Natalie



**Natalie Herschberg**  
District Administrator  
Business Operations (BizOps)

**Direct 303-793-1417**  
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**CliftonLarsonAllen LLP**  
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		Estimate By: Ermilo Chavez 990 S. Garrison St Lakewood, CO 80226 Cell No. 720-308-2926	
<b>Client Name / Address</b> Roxborough Village Filing No 16-B HOA Attn: Brandy Hughes 10106 W. San Juan Way, Suite 210 Littleton, CO 80127		<b>Date:</b> 04/15/2022	<b>Estimate No.</b> E2022290
		<b>Project Location:</b> Roxborough Village Filing No 16-B	
<b>Task Description</b>	<b>Qty</b>	<b>Rate</b>	<b>Amount</b>
<b>1. Concrete Saw Cutting</b>	LS		\$ 450.00
<b>2. Concrete Path Demolition - concrete removal, hauling, and disposal fees.</b>	825 sq. ft	\$ 2.10	\$ 1,732.50
<b>3. Earthwork - Soil grading and compaction.</b>	825 sq. ft	\$ 1.50	\$ 1,237.50
<b>4. Place New Concrete Path - Place 4" thick path, 4500 psi minimum strength, reinforced with fibermesh. Broomed finish.</b>	825 sq. ft	\$ 9.50	\$ 7,837.50
<b>5. Traffic Control Barricades</b>		LS	\$ 250.00
<b>6. Mobilization &amp; General Conditions</b>		LS	\$ 800.00
<b>Total Project Estimate</b>			<b>\$ 12,307.50</b>
<b>Estimate Notes:</b>			
1. Permitting or testing fees of any type are excluded from this estimate.			
2. All quantities are estimated. Invoicing will be based on actual quantities used or installed.			
3. Bond is not included in this estimate.			
4. New base material is not included. CDOT Class 6 base material can be delivered, placed, and compacted at a rate of \$65 per ton.			
5. Over excavation can be provided at a rate of \$60/CY, includes removal off site.			

Approval Signature:

*Dave Carpinello*

6/22/2022

President

AG375BC47724F1...  
Brandy Hughes

Date of Acceptance



303-649-9857 office

303-263-3699 mobile

**From:** JAY D Fells <[TAMIJAY4@msn.com](mailto:TAMIJAY4@msn.com)>  
**Sent:** Monday, November 18, 2019 7:38 PM  
**To:** Scott Barnett <[scott@mulhernmre.com](mailto:scott@mulhernmre.com)>  
**Subject:** Fence Proposal

Hello Scott,

Here are the fence proposals for the Roxborough Willow Creek area.

Wood structure ; This will have 6"x 6" treated wood posts with a combination of 4 x 4" and 4"x 6" treated wood cross bracing. Each side of walkway will have 5 or 6 posts. We would set 24"-30"deep(depending on roots, rock, etc) and 12" diameter concrete caissons with a rebar re-enforced post mounting bracket set in the caisson. This will help minimize the wood deterioration of the posts opposed to setting the post down in the concrete.

Composite structure; This will have the same caisson sizes and number of posts. These posts can be set down in the concrete caisson or bolted in to a caisson mounting bracket. Composite posts will be 5"x 5". These posts are hollow in the middle so we would fill the centers with concrete for added stability to help prevent bowing. Cross bracing will be 2"x 6" and 4"x 4" composite material.

Wood structure total bid - \$6,500 - \$7,000

Composite structure total bid - \$8,000 - \$8,500.... Solid 6"x 6" composite posts are available by special order as "porch posts". The research I did found those to be in the range of \$325-\$375 each in comparison to the 5"x 5" hollow posts at \$100 - \$125 each. Solid 6" x 6" posts would add another \$2k - \$3k to the cost.

I did a quite a bit of research on all types of railings, etc. If the pricing on the pre-built railings and bridges are any indication you may be able to get a metal or steel structure for the same price. We would love to do this project for you but it would be unfair not to give you all the information I have on this. I would recommend getting a bid on a metal structure as I think that would be a longer lasting solution if the pricing is similar.

Thank you for the opportunity to bid this project, it is greatly appreciated.

Please let me know if you have any questions or need more information,

Thanks again,

Jay Fells 303-808-1775

CDR Construction, LLC

Below are a few examples of what I thought you may like. All will be built with the flare out like pic in the middle.



Caisson  
with  
bracket

All wood or composite option  
Wood with aircraft cable

Combo wood/composite

pre-built metal railing inserts

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

DISTRICT COURT, WATER DIVISION 1 STATE OF COLORADO Weld County Courthouse 901 9 <sup>th</sup> Avenue Greeley, Colorado 80631	DATE FILED: September 30, 2016 3:29 PM FILING ID: C0FE4BC335793 CASE NUMBER: 2016CW3126
CONCERNING THE APPLICATION FOR WATER RIGHTS OF:  <b>ROXBOROUGH VILLAGE METROPOLITAN DISTRICT</b>  IN DOUGLAS COUNTY	<b>Δ COURT USE ONLY Δ</b>
<b>Attorney for Applicant:</b> John J. Cyran, #23144 John J. Cyran. Attorney at Law LLC 1600 Broadway, Suite 900 Denver, CO 80203 Telephone: (303) 746-3802 Email: <a href="mailto:john@jjcyranlaw.com">john@jjcyranlaw.com</a>	Case Number: (Prior 2010CW144)
<b>APPLICATION FOR FINDING OF REASONABLE DILIGENCE</b>	

Applicant, Roxborough Village Metropolitan District (“Roxborough Village”), by and through undersigned counsel, hereby submits this Application for Finding of Reasonable Diligence. In support of this Application, Applicant states as follows:

1. Name, Mailing Address, and Telephone Number of Applicant:

Name of Applicant	Mailing Address	Telephone Number
Roxborough Village Metropolitan District	8390 E. Crescent Parkway, Suite 500 Greenwood Village, CO 80111	(303) 779-4525

2. Water Rights for which Roxborough Village Seeks Diligence:

A. Name of Water Rights:

Roxborough Village Reservoir #1 and Roxborough Village Reservoir #2 water rights.

B. Original decree for Water Rights:

December 12, 1989, Case No. 87CW296, District Court, Water Division No. I.

C. Name of Structures to which Water Rights are Decreed:

Roxborough Village Reservoir #1 and Roxborough Village Reservoir #2

D. Location of Structures:

(i) Roxborough Village #1:

From the Decree: Roxborough Village Reservoir #1 is located in the Southwest Quarter of the Southeast Quarter of Section 35, Township 6 South, Range 69 West, 6th P.M. and the Northeast Quarter of Section 2, Township 7 South, Range 69 West, 6th P.M. The intersection of the dam axis and the center line of the outlet works is located at a point whence the Southeast Corner of Section 35, Township 6 South, Range 69 West, 6th P.M., bears South 84°58'50" East, 1544 feet. Capacity will be 100 acre-feet (active capacity of 80 acre-feet), created by excavation behind the existing roadway and flood control structure.

Location of the structure per Water Court form requirements: The intersection of the center line of the darn axis with the center line of Roxborough Village Reservoir #1 is in the SW V. SE V. of Section 35, Township 6 South, Range 69 West of the 6th P.M., at a point 237 feet North of the South line and 1535 feet West of the East line of said Section 35. *See Map attached hereto as Exhibit A.*

(ii) Roxborough Village #2:

From the Decree: Roxborough Village Reservoir #2 is located in the Southeast Quarter of Section 35, Township 6 South, Range 69 West, 6th P.M. The intersection of the dam axis and the center line of the outlet works is located at a point whence the Southeast Corner of Section 35, Township 6 South, Range 69 West, 6th P.M., bears South 83°30'00" East, 2014 feet. Capacity will be 40 acre-feet (active capacity of 30 acre-feet), by construction of a dam not to exceed 32 feet in height and 460 feet in length.

Location of the structure per Water Court form requirements: The intersection of the center line of the dam axis with the center line of Roxborough Village Reservoir #2 is in the SW V. SE V. of Section 35, Township 6 South, Range 69 West of the 6th P.M., at a point 225 feet North of the South line and 2002 feet West of the East line of said Section 35. *See Exhibit A.*

E. Source of Water:

Little Willow Creek

F. Amount of Water Decreed

- (i) Roxborough Village Reservoir #1: 30.6 acre-feet (absolute)  
69.4 acre-feet (conditional)

(ii) Roxborough Village Reservoir #2 40 acre-feet (conditional)

G. Decreed Uses for Water:

Storage, irrigation of grasses in parks and open space, recreation, and fish and wildlife uses.

H. Subsequent Decrees Concerning Water Rights:

Since the original decree for the Roxborough Village Reservoirs #1 and #2 water rights was entered in Case No. 87CW296, on December 12, 1989, timely applications for findings of reasonable diligence have been filed in accordance with Colorado law, and final decrees have been entered granting each such application and finding that the owners of that right have exercised reasonable diligence in the development of the conditional water rights for the Roxborough Village Reservoirs #1 and #2 in Case Nos. 95CW250 (September 1997); 03CW326 (May 2004) and 10CW144.

I. Places of Use for Rights: Attached as Exhibit B is a Map of the places of use for the Roxborough Village Reservoir #1 and #2 water rights.

3. Detailed Description of Steps Applicant Has Taken Toward Completion of Water Rights:

Since Roxborough Village last obtained a finding of diligence on September 29, 2010, Roxborough Village has determined that it likely will not be feasible to further develop Roxborough Village Reservoir #1 or to develop Roxborough Village Reservoir #2 at the decreed locations. Accordingly, Applicant has taken substantial steps studying and developing its water system so as to allow Roxborough Village to develop its remaining conditional portions of the Roxborough Village Reservoir #1 and Roxborough Village Reservoir #2 water rights within the existing or modified Roxborough Village water supply system. These steps include the following.

- A. Roxborough Village completed a survey of the 7-Acre Pond, a storage pond within the Roxborough Village water supply system, which survey was necessary to Roxborough Village determining whether and in what amounts water from its remaining conditional portions of the Roxborough Village Reservoir #1 and Reservoir #2 water rights may be directly stored in, or used as an augmentation source to replace depletions resulting from the operation of, the 7-Acre Pond. The survey was conducted by Bell Surveying Company. The cost of this survey was approximately \$4,850.00.
- B. Roxborough Village completed preparation of a stage-capacity analysis for the 7-Acre Pond, which analysis was necessary to Roxborough Village determining whether and in what amounts water from its remaining conditional portions of the Roxborough Village Reservoir #1 and Reservoir #2 water rights may be directly stored in, or used as an augmentation source to

replace depletions resulting from the operation of, the 7-Acre Pond. The stage-capacity analysis was conducted by Mulhern MRE, Inc., at an approximate cost of \$5,000.00.

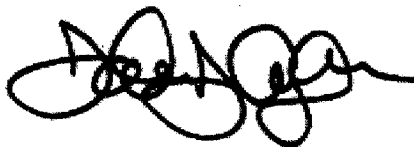
- C. Roxborough Village contracted for the design and installation of a new pipeline between the 7-Acre pond and the Roxborough Village Community Park and Open Space, which includes and incorporates Roxborough Village Reservoir #1, which pipeline connects the Roxborough Village Water Supply Distribution Network and Roxborough Village Irrigation System. The pipeline would allow for water from the remaining conditional portions of the Roxborough Village Reservoir #1 and Roxborough Village Reservoir #2 that has been changed to allow for storage in, or that has been changed to allow for use as an augmentation source to replace depletions resulting from the operation of, the 7-Acre Pond, to be utilized within Roxborough Village's water supply system. The cost of this pipeline was approximately \$303,468.00.
- D. Roxborough Village contracted for a survey for the Roxborough Village Community Park and Open Space, which includes and incorporates Roxborough Village Reservoir #1. The cost of this survey was approximately \$5,000.00.
- E. Roxborough Village entered into an Amended Water Supply Agreement with Roxborough Water and Sanitation District for purposes of firming up Roxborough Village's raw water supply. This agreement also shall help Roxborough Village determine the amount of water it must develop from the remaining conditional portions of the Roxborough Village Reservoir #1 and Reservoir #2 water rights.
- F. Roxborough Village contracted with Leonard Rice Engineers to provide ongoing assistance to Roxborough Village in analyzing the means by which the remaining conditional portions of the Roxborough Village Reservoir #1 and Reservoir #2 water rights might best be incorporated into the Roxborough Village water supply system, the Roxborough Village Water Supply Distribution Network and the Roxborough Village Irrigation System. The value of this contract is approximately \$5,000.00.
- G. Roxborough Village contracted with Leonard Rice Engineers to complete a water supply analysis to Roxborough Village for purposes of determining the amount of water likely to be available under the remaining portions of the Roxborough Village Reservoir #1 and Reservoir #2 water rights. This analysis has been completed. The cost of this analysis was approximately \$2,000.00.
- H. Roxborough Village contracted with John J. Cyran, Attorney at Law, to provide legal advice and analysis to Roxborough Village regarding the costs and difficulties in incorporating the remaining portions of the Roxborough

Village Reservoir #1 and Reservoir #2 water rights into the Roxborough Village water supply system. Portions of this analysis have been completed, at a cost of approximately \$2,500.00.

4. Name and Address of Owner of Land Other than Applicant upon which Any New or Existing Diversion Structures, or Modification to Existing Diversion Structure is or will be Constructed:

Name of Owner	Mailing Address
Arrowhead Shores Homeowners' Association	C/O KC & Associates 10106 West San Juan Way, Suite 210 Littleton, Colorado 80127

Respectfully submitted this 30<sup>th</sup> day of September, 2016.



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John J. Cyran, #23144  
John J. Cyran, Attorney at Law LLC  
Attorney for Roxborough Village Metropolitan  
District



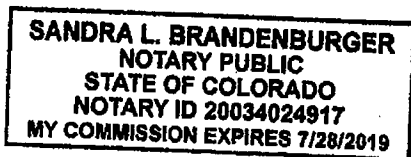
**VERIFICATION**

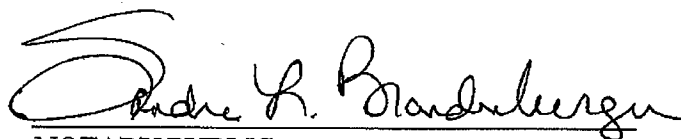
I, Mathew Mendisco, a manager for applicant Roxborough Village Metropolitan District, hereby state under oath that I have read the foregoing *Application for Approval of Finding of Reasonable Diligence* and that the contents are true to the best of my knowledge and belief.

  
Mathew Mendisco

The foregoing instrument was subscribed and sworn to before me this 30<sup>th</sup> day of September, 2016 in the County of Arapahoe, State of Colorado, by the person whose signature appears above.

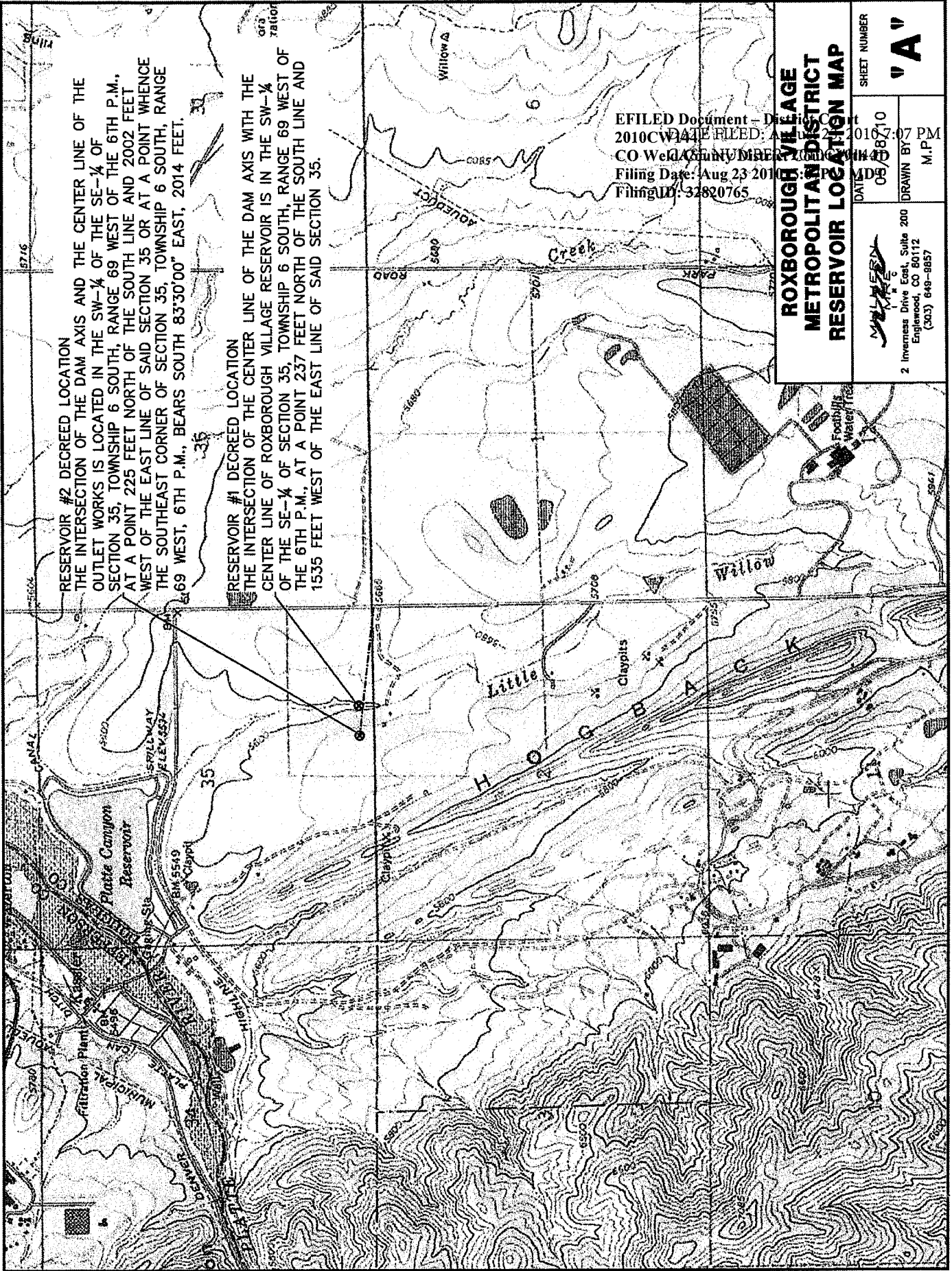
[SEAL]



  
NOTARY PUBLIC

My Commission expires:

7/28/2019



RESERVOIR #2 DECREED LOCATION  
 THE INTERSECTION OF THE DAM AXIS AND THE CENTER LINE OF THE  
 OUTLET WORKS IS LOCATED IN THE SW-¼ OF THE SE-¼ OF  
 SECTION 35, TOWNSHIP 6 SOUTH, RANGE 69 WEST OF THE 6TH P.M.,  
 AT A POINT 225 FEET NORTH OF THE SOUTH LINE AND 2002 FEET  
 WEST OF THE EAST LINE OF SAID SECTION 35 OR AT A POINT WHENCE  
 THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 6 SOUTH, RANGE  
 69 WEST, 6TH P.M., BEARS SOUTH 83°30'00" EAST, 2014 FEET.

RESERVOIR #1 DECREED LOCATION  
 THE INTERSECTION OF THE CENTER LINE OF THE DAM AXIS WITH THE  
 CENTER LINE OF ROXBOROUGH VILLAGE RESERVOIR IS IN THE SW-¼  
 OF THE SE-¼ OF SECTION 35, TOWNSHIP 6 SOUTH, RANGE 69 WEST OF  
 THE 6TH P.M., AT A POINT 237 FEET NORTH OF THE SOUTH LINE AND  
 1535 FEET WEST OF THE EAST LINE OF SAID SECTION 35.

FILED Document - Designation  
 2010CWA1E FILED: AUG 23 2010  
 CO Weld County DEED RECORDS  
 Filing Date: Aug 23 2010  
 Filing ID: 32820765

<b>ROXBOROUGH VILLAGE          METROPOLITAN DISTRICT          RESERVOIR LOCATION MAP</b>		SHEET NUMBER	<b>"A"</b>
		DATE	
		DRAWN BY	M.P.M.
2 Inverness Drive East, Suite 200 Englewood, CO 80112 (303) 649-8857			



July 19, 2022

Sturgeon Electric  
12150 E. 112<sup>th</sup> Avenue  
Henderson, Colorado 80640

To Whom It May Concern:

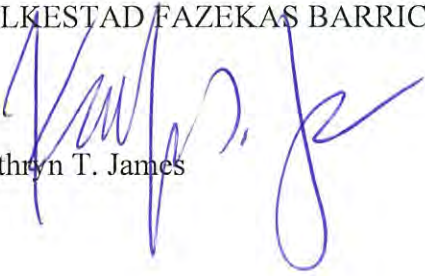
Our firm represents Roxborough Village Metropolitan District, a quasi-municipal corporation and political subdivision of the state of Colorado (the "District"). As you have been alerted by our District engineer, Scott Barnett of Mulhern MRE, your company is responsible for significant damage to the District's main irrigation line. You bored directly through the main line, as shown in the enclosed photographs.

One of the District's primary services is to provide irrigation and landscape maintenance services throughout the District. The damage occurred on or about Winter 2021-2022, and the District had to repair it immediately upon turning the irrigation water system on for the season. I am in the process of gathering documentation and invoices for the repair and will forward those to you as soon as possible.

This letter will serve to follow up to Mr. Barnett's alert to you about the damage, and to confirm that the District expects full reimbursement for the repair work necessitated by your damage. Please contact me, or have your legal counsel contact me, with any questions.

Thank you,

FOLKESTAD FAZEKAS BARRICK & PATOILE, P.C.

  
Kathryn T. James













DISTRICT COURT, WATER DIVISION 1 STATE OF COLORADO Weld County Courthouse 901 9 <sup>th</sup> Avenue Greeley, Colorado 80631	DATE FILED: May 16, 2017 10:31 AM CASE NUMBER: 2016CW3126
CONCERNING THE APPLICATION FOR WATER RIGHTS OF:  <b>ROXBOROUGH VILLAGE METROPOLITAN DISTRICT</b>  IN DOUGLAS COUNTY	<p style="text-align: center;"><b>Δ COURT USE ONLY Δ</b></p> Case Number: 2016CW3126 (Prior 2010CW144)
<b>FINDINGS OF FACT, CONCLUSIONS OF LAW, RULING OF THE REFEREE AND DECREE OF THE WATER COURT</b>	

**THIS MATTER** comes before the Court on consideration of the Application of Roxborough Village Metropolitan District (“Applicant”) for a Finding of Reasonable Diligence for conditional water rights.

The Court has reviewed the pleadings of the parties, considered the Division Engineer's Summary of Consultation, and made such further investigations as are necessary to determine whether the statements in the Application are true. Being fully advised in the premises, the Court hereby finds, concludes, and rules as follows:

**FINDINGS OF FACT**

**1. Name, Mailing Address, and Telephone Number of Applicant.**

Name of Applicant	Mailing Address	Telephone Number
Roxborough Village Metropolitan District	8390 E. Crescent Parkway, Suite 500 Greenwood Village, CO 80111	(303) 779-4525

2. **Application.** This application was filed with the Water Clerk, Water Division 1, on September 30, 2016. The Water Court referred the Application to the Water Referee for Water Division No. 1, in accordance with C.R.S. §§ 37-92-101 *et seq.*

3. **Publication.** The application was published in the resume as directed by the Clerk of the Water Court. All notices required by law have been duly given.

4. **Jurisdiction.** The Water Court has jurisdiction over the subject matter of this proceeding and over all persons affected thereby, whether they have appeared or not. The land and water rights involved herein are not included within the boundaries of a Designated Ground Water Basin.

5. **Objectors.** No Statements of Opposition were filed in this matter. The time for filing Statements of Opposition has expired.

6. **Report of the Division Engineer.** The Division Engineer filed a Summary of Consultation on December 30, 2016. The Court has considered the Summary of Consultation. The Division Engineer's Summary of Consultation did not request or require a response from Applicant.

7. **Water Rights for which Roxborough Village Seeks Diligence.**

A. Name of Water Rights:

Roxborough Village Reservoir #1 and Roxborough Village Reservoir #2 water rights.

B. Original decree for Water Rights:

December 12, 1989, Case No. 87CW296, District Court, Water Division No. 1.

C. Name of Structures to which Water Rights are Decreed:

Roxborough Village Reservoir #1 and Roxborough Village Reservoir #2

D. Location of Structures:

(i) Roxborough Village #1:

From the Decree: Roxborough Village Reservoir #1 is located in the Southwest Quarter of the Southeast Quarter of Section 35, Township 6 South, Range 69 West, 6th P.M. and the Northeast Quarter of Section 2, Township 7 South, Range 69 West, 6th P.M. The intersection of the dam axis and the center line of the outlet works is located at a point whence the Southeast Corner of Section 35, Township 6 South, Range 69 West, 6th P.M., bears South 84°58'50" East, 1544 feet. Capacity will be 100 acre-feet (active capacity of 80 acre-feet), created by excavation behind the existing roadway and flood control structure.

Location of the structure per Water Court form requirements: The intersection of the center line of the dam axis with the center line of Roxborough Village Reservoir #1 is in the SW V. SE V. of Section 35, Township 6 South, Range 69 West of the 6th P.M., at a point 237 feet North of the South line and 1535 feet West of the East line of said Section 35. See Map attached hereto as Exhibit A.

(ii) Roxborough Village #2:

From the Decree: Roxborough Village Reservoir #2 is located in the Southeast Quarter of Section 35, Township 6 South, Range 69 West, 6th P.M. The intersection of the dam axis and the center line of the outlet works is located at a point whence the Southeast Corner of Section 35, Township 6 South, Range 69 West, 6th P.M., bears South 83°30'00" East, 2014 feet. Capacity will be 40 acre-feet (active capacity of 30 acre-feet), by construction of a dam not to exceed 32 feet in height and 460 feet in length.

Location of the structure per Water Court form requirements: The intersection of the center line of the dam axis with the center line of Roxborough Village Reservoir #2 is in the SW V. SE V. of Section 35, Township 6 South, Range 69 West of the 6th P.M., at a point 225 feet North of the South line and 2002 feet West of the East line of said Section 35. *See Exhibit A.*

E. Source of Water:

Little Willow Creek

F. Amount of Water Decreed

- (i) Roxborough Village Reservoir #1: 30.6 acre-feet (absolute)  
69.4 acre-feet (conditional)
- (ii) Roxborough Village Reservoir #2 40 acre-feet (conditional)

G. Decreed Uses for Water:

Storage, irrigation of grasses in parks and open space, recreation, and fish and wildlife uses.

H. Subsequent Decrees Concerning Water Rights:

Since the original decree for the Roxborough Village Reservoirs #1 and #2 water rights was entered in Case No. 87CW296, on December 12, 1989, timely applications for findings of reasonable diligence have been filed in accordance with Colorado law, and final decrees have been entered granting each such application and finding that the owners of that right have exercised reasonable diligence in the development of the conditional water rights for the Roxborough Village Reservoirs #1 and #2 in Case Nos. 95CW250, 03CW326, and 10CW144.

I. Places of Use for Rights: Attached as Exhibit B is a Map of the places of use for the Roxborough Village Reservoir #1 and Roxborough Village Reservoir #2 water rights.

8. **Description of Actions Applicant Has Taken Toward Completion of Water Rights.**

Since Applicant last obtained a finding of diligence on September 29, 2010, Applicant has determined that it likely will not be feasible to further develop Roxborough Village Reservoir #1 or to develop Roxborough Village Reservoir #2 at the decreed locations. Accordingly, Applicant has taken substantial steps studying and developing its water system so as to allow Applicant to develop its remaining conditional portions of the Roxborough Village Reservoir #1 and Roxborough Village Reservoir #2 water rights at other locations within the existing or modified Roxborough Village water supply system. These steps include the following.

- A. Applicant completed a survey of the 7-Acre Pond, a storage pond within the Roxborough Village water supply system, which survey was necessary to Applicant determining whether and in what amounts water from its remaining conditional portions of the Roxborough Village Reservoir #1 and Reservoir #2 water rights may be directly stored in, or used as an augmentation source to replace depletions resulting from the operation of the 7-Acre Pond. The survey was conducted by Bell Surveying Company. The cost of this survey was approximately \$4,850.00.
- B. Applicant completed preparation of a stage-capacity analysis for the 7-Acre Pond, which analysis was necessary to Applicant determining whether and in what amounts water from its remaining conditional portions of the Roxborough Village Reservoir #1 and Reservoir #2 water rights may be directly stored in, or used as an augmentation source to replace depletions resulting from the operation of the 7-Acre Pond. The stage-capacity analysis was conducted by Mulhern MRE, Inc., at an approximate cost of \$5,000.00.
- C. Applicant contracted for the design and installation of a new pipeline between the 7-Acre pond and the Roxborough Village Community Park and Open Space, which includes and incorporates Roxborough Village Reservoir #1. The cost of this pipeline was approximately \$303,468.00.
- D. Applicant contracted for a survey for the Roxborough Village Community Park and Open Space, which includes and incorporates Roxborough Village Reservoir #1. The cost of this survey was approximately \$5,000.00.
- E. Applicant entered into an Amended Water Supply Agreement with Roxborough Water and Sanitation District for purposes of firming up Applicant's raw water supply. This agreement also shall help Applicant determine the amount of water it must develop from the remaining conditional portions of the Roxborough Village Reservoir #1 and Reservoir #2 water rights.
- F. Applicant contracted with Leonard Rice Engineers to provide ongoing assistance to Applicant in analyzing the means by which the remaining

conditional portions of the Roxborough Village Reservoir #1 and Reservoir #2 water rights might best be incorporated into the Roxborough Village water supply system, the Roxborough Village Water Supply Distribution Network and the Roxborough Village Irrigation System. The value of this contract is approximately \$5,000.00.

- G. Applicant contracted with Leonard Rice Engineers to complete a water supply analysis to Applicant for purposes of determining the amount of water likely to be available under the remaining portions of the Roxborough Village Reservoir #1 and Reservoir #2 water rights. This analysis has been completed. The cost of this analysis was approximately \$2,000.00.
- H. Applicant contracted with Cyran Water Law to provide legal advice and analysis to Applicant regarding the costs and difficulties in incorporating the remaining portions of the Roxborough Village Reservoir #1 and Reservoir #2 water rights into the Roxborough Village water supply system. Portions of this representation have been completed, at a cost of approximately \$2,500.00.

### **CONCLUSIONS OF LAW**

9. **Incorporation of Findings of Fact.** The foregoing Findings of Fact are incorporated in these Conclusions of Law.

10. **Notice and Jurisdiction.** Timely and adequate notice of the Application was given in the manner provided by law. The Water Court has jurisdiction over the subject matter of this proceeding and over all persons affected thereby, whether they have appeared or not, pursuant to C.R.S. §§ 37-92-203 and 37-92-302.

11. **Application Contemplated by Law.** The application for a finding of diligence is authorized by the Water Right Determination and Administration Act of 1969, C.R.S. §§ 37-92-101, *et seq.* (the "Act"), and can be implemented pursuant to this decree in accordance with the Act. The Water Court for Water Division 1 has the authority to approve the claim requested herein.

12. **Satisfaction of Burden of Proof.** The Applicant has furnished acceptable proof as to the claims made in its application. The Applicant is therefore entitled to a decree awarding a finding of reasonable diligence for the water storage rights described above.

### **RULING, JUDGMENT AND DECREE**

13. **Incorporation of Findings of Fact.** The foregoing Findings of Fact and Conclusions of Law are incorporated in this Ruling, Judgment and Decree.

14. **Approval of Request for Finding of Diligence.** The Court, having considered the information submitted by the Applicant and having completed the investigations to make a determination in this matter, hereby makes a finding of diligence for the water storage rights described herein. The conditional water rights, which are the subject of the Application are hereby continued in full force and effect. An Application for finding of reasonable diligence shall be filed on or before the last day of the month of May, 2023 if the Applicant desires to maintain its conditional rights, or a showing made on or before said date that the conditional water rights have been made absolute by completion of the appropriation.


15. **Measuring Devices and Accounting.** Applicant shall comply with the orders of the State or Division Engineer to install any necessary measuring devices with regard to the water right, and shall keep such records and make such reports and provide such accounting regarding the water right as is reasonably required by the Division Engineer.

It is **ORDERED** that the water clerk shall accept this Ruling for filing subject to judicial review.

It is further **ORDERED** that the water clerk shall file a copy of this Ruling with the Division Engineer and the State Engineer.

Dated this 24<sup>th</sup> day of April, 2017.

BY THE REFEREE

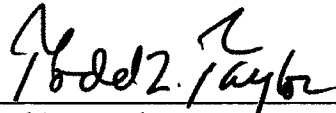


John S. Cowan  
Water Referee, Water Division 1

No protest was filed in this matter. The foregoing Ruling is confirmed and approved, and is made the Judgment and Decree of this Court.

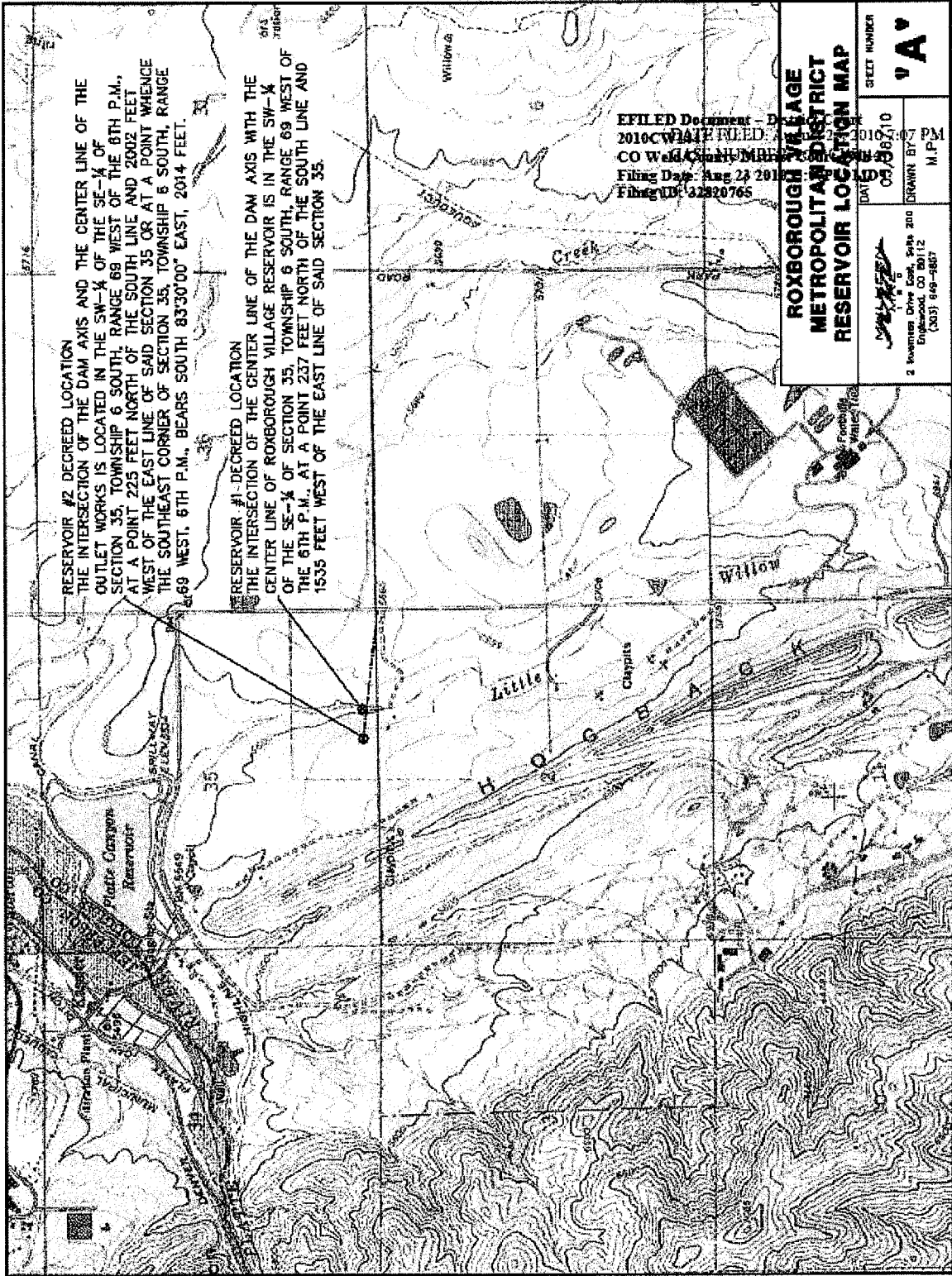
Dated this 16th day of May, 2017.

BY THE COURT



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Todd L. Taylor  
Alternate Water Judge  
Water Division 1



Roxborough Village Metropolitan District  
 16CW3126

EXHIBIT A



FILED Document - District Court  
2010 CO STATE FILED: August 23, 2010 7:07 PM  
CO Weld CASE NO. 100101010  
Filing Date: Aug 23 2010 5:07PM MDL  
Filing ID: 32820765

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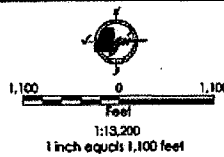
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**NOTICE**  
All lots and parcels shown on this map are the property of the Metropolitan District.  
All lots shown on this map are subject to the terms of the Metropolitan District's  
covenants and conditions of sale. The Metropolitan District is not responsible for  
any errors or omissions on this map. The Metropolitan District is not responsible for  
any changes in the law or any changes in the Metropolitan District's policies.  
The Metropolitan District is not responsible for any changes in the law or any  
changes in the Metropolitan District's policies.

- Legend**
- Roxborough Village Metropolitan District
  - Parcels
  - Sections
  - Townships
  - Major Roads
  - Local Roads



## Herschberg, Natalie

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**From:** Katie James <james@ffcolorado.com>  
**Sent:** Tuesday, July 19, 2022 4:07 PM  
**To:** Jones, Anna; Mathew Hart; EphramGlass@roxboroughmetrodistrict.org; Travis Jensen; calvinbrown@roxboroughmetrodistrict.org; Mark Rubic  
**Cc:** Tina Vildibill; Scott Barnett (scott@mulhernmre.com); Carlson, Nicholas; Herschberg, Natalie  
**Subject:** [External] Written summary of history/status of Filing 16B Tracts and maintenance

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

Dear Board,

I will bring this information to meeting and add post-packet but I wanted to give you a summary slightly in advance if you were able to review it prior. I was not able to research this and get this out sooner with the regular Board packet.

The property management company for Filing 16B, via representative Kathy Christensen, attended the June 21, 2022 meeting and discussed some maintenance work that the HOA had planned for certain Tracts. She posed the question to the Board of whether the District “would still commit to take ownership of the Tracts after the work was done, as it was expensive and being scheduled.” (quotes are summary of her question/request). The Board requested more information on the history of the 16B Tracts, including current status of ownership/maintenance and past discussions of what was proposed by HOA to the District and what the District may have represented for maintenance concerns.

There are 5 Tracts in Filing 16B, Tracts A-E.

Tract A is owned by the District and has been since a plat dedication. Tracts B-E are owned by the HOA. They were dedicated on the plat, but in 2001-2002 a title company identified that they needed to be conveyed by deed as well (plat dedication works for governmental entities like County and District but not for private corporations like HOA’s). A license agreement was discussed/negotiated for Tracts B, C, and E (never D, likely due to its use per the note below) in 2002 but never signed. It was revisited in 2014-2015, and I can’t recall if by request of HOA or by District follow up. Currently, there is no license agreement for District maintenance of Tracts B-E. NOTE: the only discussions in the past were about license agreements for maintenance and NOT for ownership.

Tract A is a bike path to the school and is in good shape, and has been maintained by the District due to District ownership.

Tract B is, in Scott’s words, a disaster. It has a storm drain (the District takes a hard “no” position on accepting additional drainage responsibility), steep slope, erosion issues, no sidewalk, all dirt, etc. Recommendation is that District would not accept it for maintenance or ownership.

Tract C is the tract that Ms. Christensen indicated concrete work and retaining wall work planned. Scott said concrete work completed and retaining work he believes is scheduled. With the work noted, the Tract should be at District standards and available for maintenance (or ownership) as the District may agree.

Tract D is a communication equipment hub, fully enclosed, no real access. It would be no benefit for the District to own it.

Tract E is a bike path to the community park and is in good shape. In 2014-2015, the District agreed to accept maintenance of only Tract E, not B and C, due to the foregoing comments/maintenance issues. A license agreement and related Exhibit were discussed and appear to have been approved at the February 2015 meeting. However, the license

agreement was not finalized with the HOA. Memory from Scott and Katie is that this was likely due to the HOA wanting all B, C, and E taken over for maintenance and not just E, but that's from memory. In any event, we do not have a final, executed, recorded copy. This tract could be taken care of by District via license agreement (or ownership if the Board agrees).

Next steps would be to discuss and gather any other information the Board would like to have on the matter. Per the request by Ms. Christensen, the Board should respond to clarify whether the District is entertaining maintenance via license agreement or ownership via deed, and of which Tracts specifically. The recommendation from Scott is to accept only Tracts C and E and I defer to him on maintenance standard questions. I see no benefit to accepting maintenance or ownership of Tracts B and D at all. Once the District decides what it wants to accept and the HOA agrees, then the appropriate document is prepared. That document would be either a license agreement or a deed. Please let me know any questions.

Katie James

Kathryn T. James  
Attorney at Law

**FOLKESTAD FAZEKAS BARRICK & PATOILE, P.C.**

18 South Wilcox Street, Suite 200  
Castle Rock, Colorado 80104-1909

Phone: 303.688.3045

Fax: 303.688.3189

[james@ffcolorado.com](mailto:james@ffcolorado.com)

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



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