

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT

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

SPECIAL BOARD MEETING AGENDA

DATE: December 15, 2020

TIME: 6:00 p.m.

LOCATION: Given current events and current advice and directives from local, state and federal jurisdictions related to COVID-19, this meeting is being held by teleconference and virtual meeting only.

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

- ACCESS:**
1. To attend via Zoom Videoconference, use the link:
<https://us02web.zoom.us/j/86727426779>
 2. To attend via telephone, dial 346-248-7799 and enter the following additional information:
 - a. Meeting ID: 867 2742 6779
 - b. Passcode: 558840

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

I. CALL TO ORDER

II. DECLARATION OF QUORUM/DIRECTOR QUALIFICATIONS/DISCLOSURE MATTERS

III. APPROVE AGENDA

IV. PUBLIC COMMENT and/or GUESTS

Members of the public may express their views to the Board on matters that affect the District. Comments will be limited to three (3) minutes. Please sign in.

V. CONSENT AGENDA (5 MINUTES)

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

- A. Consider Approval of the November 17, 2020 Special Meeting Minutes (enclosed)
 - B. Review and Accept the Cash Position and Property Tax Schedule for November (enclosed)
 - C. Review and Consider Approval of Current Claims, Approve Transfer of Funds, and Ratify Payment of Autopay Claims and Ratify Approval of Previous Claims (enclosed)
 - D. Insurance Renewal and Dugout Inclusion in the amount of \$10,036 (enclosed)
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VI. FINANCIAL ITEMS

- A. Other
-
-

DISCUSSION AGENDA

VII. DIRECTOR ITEMS (10 minutes)

- A. Environmental Committee Update (enclosed)
-
-

- B. Other
-
-

VIII. MANAGER MATTERS (30 MINUTES)

Master Plan

- A. Feasibility Follow-Up

- i. Feasibility Study Follow-Up (Kim, Rick)
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-

- ii. Communications Update (Ben, enclosed)
-
-

- B. Spillway Follow-Up

- i. Spillway Schedule, Douglas County Follow Up and Budget (Scott)
-
-

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

- D. Other

IX. LEGAL MATTERS (10 MINUTES)

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

- C. Review and Consider Approval of Resolution No. 2020-12-__ Approving Renewal of Management Services with CliftonLarsonAllen LLP (enclosed)
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- D. Review and Approve Continuation of Accounting Services with CliftonLarsonAllen LLP
-
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E. Review and Consider Resolution No. 2020-12-__ Approving the 2020 Landscape Maintenance Services Agreement with Metco Landscape, LLC (enclosed)

F. Review and Consider Resolution No. 2020-12-__ Approving the 2020 Snow Removal Services Agreement with Metco Landscape, LLC (enclosed)

G. Review and Consider Resolution No. 2020-12-__ Approving Services with Mulhern MRE (enclosed)

H. Review and Approve Services Agreement with Bailey Tree Trimming (enclosed)

I. Update on Imperial Park Use and New Fence Installation

J. Update on Drone Use (enclosed)

K. Update on Water Line Project for Roxborough Water and Sanitation District (enclosed)

L. Update Other Encroachment Issues (enclosed)

M. Other

X. ENGINEERING MATTERS (10 MINUTES) (enclosed)

- A. Update on Little Willow Creek Handrail (enclosure)
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XI. LANDSCAPING MATTERS (10 MINUTES)

- A. Bailey Tree Update via Written Enclosure (to be distributed)
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-

- B. Controller Analysis Update (enclosed)
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-

- C. Metco Landscape Report (enclosed)
-
-

- D. Review and Consider Approval of Proposals

- i. Proposal to Install Controllers (enclosed)
-
-

- E. Other
-
-

XII. OTHER BUSINESS (5 MINUTES)

- A. Confirm Quorum for January 19, 2021 Special Meeting via Zoom.
-
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XIII. ADJOURNMENT

RECORD OF PROCEEDINGS

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

Tuesday, November 17, 2020

A special meeting of the Board of Directors of the Roxborough Village Metropolitan District (referred to hereafter as the “Board”) was convened on Tuesday, November 17, 2020 at 6:00 p.m. via ZOOM. The meeting was open to the public.

ATTENDANCE

In Attendance were Directors:

Calvin Brown
Debra Prysby
Ed Wagner
Ephram Glass
Garry Cook

Also in Attendance were:

Anna Jones, Nic Carlson, Janece Soendker & Gina Karapetyan;
CliftonLarsonAllen LLP
Katie James, Esq.; Folkestad Fazekas Barrick & Patoile, P.C.
Bill Barr & Judy McNew; Metco Landscaping
Todd Wenskoski; Livable Cities Studio
Scott Barnett; Mulhern MRE, Inc.
George Biedenstein; Bailey Tree, LLC
Kimberly Armitage; YMCA
Ben Kelly; Strategic Communications Consultant
Megan Ofer; Principal of Intermediate School
Pallab Paul; Resident

CALL TO ORDER

The meeting was called to order at 6:02 p.m. Ed Wagner departed the meeting at 6:40, his early dismissal was excused by the Board.

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

Director Brown declared a quorum was present. No new conflicts were disclosed.

APPROVE AGENDA

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

RECORD OF PROCEEDINGS

PUBLIC COMMENT and/or GUESTS

Resident Pallab Paul, owner of a property on Jared Way spoke to the Board regarding the use of the motorized vehicles in the park. He requested the Board reconsider their decision to build a fence around Imperial Park. The Board discussed and determined a fence along Village Circle West is prudent. it is not necessary to fence the segment along Mr. Paul's property line. The Board discussed Legal Item J: Update on Imperial Park Use at this time.

CONSENT AGENDA

- A. Consider Approval of the October 20, 2020 and October 27, 2020 Special Meeting Minutes
- B. Review and Accept the Draft Financial Statements for September
- C. Review and Accept the Cash Position and Property Tax Schedule for October
- D. Review and Consider Approval of Current Claims, Approve Transfer of Funds, Ratify Payment of Autopay Claims and Ratify Approval of Previous Claims

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

FINANCIAL ITEMS

- A. Conduct Public Hearing to Consider Amendment of 2020 Budget, Consider Approval of Resolution No. 2020-11-___, Resolution to Amend 2020 Budget

The Board determined an amendment to the 2020 Budget was not needed.

- B. Conduct Public Hearing to Consider Adoption of 2021 Budget; Appropriate Sums of Money and Set Milly Levy; Consider Approval of Resolution No. 2020-11-01, Resolution to Adopt 2021 Budget, Resolution No. 2020-11-02 Resolution to Appropriate Sums of Money, and Resolution No. 2020-11-03 Resolution to Set Mill Levy

Upon a motion duly made by Director Brown, seconded by Director Prysby, and upon vote unanimously carried, the Board opened the public hearing to consider the 2021 Budget at 6:15 p.m. No comments were made. Upon a motion duly made by Director Prysby, seconded by Director Glass, and upon vote unanimously carried, the Board closed the public hearing at 6:16 p.m. Upon a motion duly made by Director Wagner, seconded by Director Prysby, and upon vote unanimously carried, the Board approved Resolution No. 2020-11-01 to Adopt the 2021 Budget, Resolution No. 2020-11-02 to Appropriate Sums of Money and

RECORD OF PROCEEDINGS

Resolution No. 2020-11-03 to Set Mill Levy, subject to final accounting and legal review.

C. Review and Consider Approval of Resolution No. 2020-11-04, 2020 Audit Engagement Letter with Wipfli

Ms. Soendker reviewed the 2020 audit engagement letter with Wipfli. Upon a motion duly made by Director Glass, seconded by Director Cook and, upon vote unanimously carried, the Board approved Resolution No. 2020-11-04, 2020 Audit Engagement Letter with Wipfli.

D. Other – None.

DISCUSSION AGENDA

DIRECTOR ITEMS

A. Environmental Committee Update

Director Glass provided the Environmental Committee Update. Mr. Biedenstein provided an update regarding new trees. Mr. Barr provided an update noting that winter watering is underway. The Board directed Ms. Jones to reach out to the owner of the property with a pebble path to discuss if it was installed in regard to rattlesnakes, so that if the path is removed, the Board could consider a beauty band, and also to contact the Roxborough Park Foundation Board regarding the staircase behind a residence in Roxborough Park, where the staircase encroaches on District property.

i. Discuss Drainage Erosion

Mr. Barnett provided an update on the drainage erosion in Filing 14-B. He will work with Douglas County to determine where they are in their process of evaluating the drainage system. These tracts are part of the 14-B property that the District intends to take ownership from the HOA once Douglas County Accepts the drainage improvements.

ii. Discuss Potential Nursery Location

Director Glass provided an update on the potential partnership with the Intermediate School. Principal Ofer spoke to the Board about possibly having a nursery for growing District trees on the school property.

RECORD OF PROCEEDINGS

iii. Discuss Disturbances on District Land

Director Glass reviewed encroachments on District land. Following discussion, Ms. James recommended the Board reach out to the property owners per Director Glass's recommendations. These properties were discussed in detail as previously noted.

B. Other – None.

MANAGER MATTERS

Master Plan

A. Feasibility Follow Up

i. Feasibility Study Follow-up

Ms. Armitage provided an update on the communications efforts.

ii. Communications Follow-Up by Ben Kelly

Mr. Kelly provided an update on the Rec Center Task Force. He indicated 25 residents applied to join the Rec Center Task Force. Mr. Kelly will work with Directors Brown and Wagner to finalize the composition of the group, focusing on diverse ages, background and geography.

B. Spillway Follow-Up

i. Spillway Schedule, Budget and Materiality and Follow-Up

Mr. Barnett updated the Board regarding the Douglas County onsite meeting in which it was recommended by the County that the District has a Grading Erosion and Sediment Control Plan and development permits.

C. Update on Resident Request for Playground

Mr. Wenskoski provided an update on cost estimates, indicating the approximate cost for equipment, delivery and installation was slightly higher than \$100,000. Overall, the project would be about \$352,000 for grading, planning, equipment, installation shade structures and landscaping. Mr. Wenskoski indicated he would put this to bid in early 2021.

RECORD OF PROCEEDINGS

LEGAL MATTERS

D. Other - None

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 Purpose of Receiving Legal Advice on Special Legal Questions, if requested

No action taken.

B. Update on Emergency Disaster Declaration

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

C. Review and Consider Approval of Resolution No. 2020-11-01, 2021 Annual Administrative Matters Resolution

Upon a motion duly made by Director Prysby, seconded by Director Wagner and, upon vote unanimously carried, the Board approved Resolution No. 2020-11-01, 2021 Annual Administrative Resolution.

D. Review and Consider Approval of Resolution No. 2020-11-02, Engagement Letter with Folkestad Fazeka Barrick and Patoile, P.C. for 2021 Legal Services

Upon a motion duly made by Director Prysby, seconded by Director Glass and, upon vote unanimously carried, the Board approved Resolution No. 2020-11-02, Engagement Letter with Folkestad Fazeka Barrick and Patoile, P.C. for 2021 Legal Services.

E. Review and Consider Approval of Resolution No. 2020-11-03, Approving Renewal of Foothills Intergovernmental Agreement for Roxborough Village Metropolitan District Resident Use of Foothills Recreation Amenities for 2021

Ms. James reviewed the Resolution. Upon a motion duly made by Director Prysby, seconded by Director Glass and, upon vote unanimously carried, the Board approved Resolution No. 2020-11-03, Approving Renewal of Foothills Intergovernmental Agreement for Roxborough Village Metropolitan District Resident use of Foothills Recreation Amenities for 2021.

RECORD OF PROCEEDINGS

- F. Review and Consider Approval of Resolution No. 2020-11-___, Approving Renewal of Management Services with CliftonLarsonAllen LLP, Subject to Legal Review of Agreement/Engagement Letter

This item was tabled for discussion. No action was taken.

- G. Review and Consider Approval of Resolution No. 2020-11-___, Approving Renewal of Accounting Services with CliftonLarsonAllen LLP, Subject to Legal Review of Agreement/Engagement Letter

This item was tabled for discussion. No action was taken.

- H. Review and Consider Approval of Resolution No. 2020-11-___, Approving 2021 Landscape Maintenance Services Agreement with Metco Landscape, LLC

The Board discussed the rate increase for hourly services, and Director Glass noted that some particular service rate increases were quite steep. The Board asked Metco if it could commit to a flat 3% increase across the services schedule to be consistent with the annual contract price increase. Judy McNew from Metco said they could do so and she would send updated rate after the meeting. The Board tabled the discussion pending the new rates, until the next meeting. No action was taken.

- I. Review and Consider Approval of Resolution No. 2020-11-___, Approving 2021 Snow Removal Services Agreement with Metco Landscape, LLC

This item was tabled for discussion per the rate discussion. No action was taken.

- J. Update on Imperial Park Use

This item was discussed previously in the meeting and is noted under Public Comment.

- K. Update on Drone Use

This item was tabled for discussion. No action was taken.

- L. Update on Jared Way Sunset Patio

Ms. James provided an update and enclosed a letter from the property owner in response to the removal request. The patio has

RECORD OF PROCEEDINGS

been removed. The Board briefly discussed other locations, more central to the community, where the District might install some similar improvements.

M. Update on Jared Way Fence

Mr. Barnett provided an update that the fence is still up. The resident is deployed and will remove upon return.

N. Update on Water Line Project for Roxborough Water and Sanitation District

Ms. James and Mr. Barnett reviewed the request from Roxborough Water and Sanitation District to pothole the east and west side of Rampart Range Road as part of their alignment study. Upon a motion duly made by Director Prysby, seconded by Director Glass and, upon vote unanimously carried the Board agreed to enter into a license agreement to do potholing, subject to the Roxborough Water and Sanitation District performing restoration work.

O. Other

Director Prysby raised a concern regarding camping in the parks and open space. She asked Ms. Jones to contact Douglas County regarding the same.

ENGINEERING MATTERS

A. Update on CDR Contract for Dugout

Mr. Barnett reviewed the photos provided to the Board indicating the progress on the dugout.

B. Discuss Spillway Bridge Crossing – Little Willow Creek Handrail

Mr. Barnett discussed the Spillway Bridge Crossing and Little Willow Creek Handrail with the Board.

LANDSCAPING MATTERS

A. Bailey Tree Update via Written Enclosure

i. Bailey Tree Proposal for Comprehensive Tree Services

Following discussion, the Board decided to reject Tasks #2, #4 and #5. Upon a motion duly made by Director Glass, seconded by Director Cook and, upon vote unanimously

RECORD OF PROCEEDINGS

carried, the Board approved Task #1 and Task #3 of the Bailey Tree Proposal for Comprehensive Tree Services.

B. Metco Landscape Report

Mr. Barr reviewed the Metco Landscape Report.

C. Review and Consider Approval of Proposals

i. Proposal to Install Controllers

This item was tabled for discussion. No action was taken.

D. Other

Directory Prysby requested for Mr. Barnett to investigate the turn movements from Sterling Ranch onto Rampart Range Road.

OTHER BUSINESS

A. Confirm Quorum for December 15, 2020 Special Meeting via ZOOM

A quorum was confirmed.

ADJOURNMENT

Upon a motion duly made by Director Prysby, seconded by Director Glass and, upon vote unanimously carried, the Board adjourned the meeting at 8:38 p.m.

Respectfully submitted,

By: _____
Calvin Brown, President

Attest:

By: _____
Ed Wagner, Secretary

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
Schedule of Cash Position
September 30, 2020
Updated as of December 09, 2020

	General Fund	Debt Service Fund	Capital Projects Fund	Total
FirstBank - Checking Account				
Balance as of 09/30/20	\$ 52,138.60	\$ -	\$ -	\$ 52,138.60
Subsequent activities:				-
10/14/20 - Transfer from Colotrust	105,044.50	300.00	25,655.50	131,000.00
10/19/20 - Bill.com Payment	(102,376.19)	-	(25,655.50)	(128,031.69)
10/22/20 - IREA September	(1,657.38)	-	-	(1,657.38)
10/22/20 - ADP Payroll/taxes- October meeting	(430.60)	-	-	(430.60)
10/27/20 - Wire to Mail Masters, invoice # 57496	(1,669.86)	-	-	(1,669.86)
10/27/20 - Xcel Energy September	(20.63)	-	-	(20.63)
10/29/20 - ADP Payroll/taxes - Budget meeting	(538.25)	-	-	(538.25)
11/12/20 - Bill.com Payment	-	(300.00)	-	(300.00)
11/13/20 - Roxborough water payment- August	(16,496.34)	-	-	(16,496.34)
11/19/20 - ADP Payroll/taxes - November meeting	(538.25)	-	-	(538.25)
11/24/20 - IREA October	(1,517.50)	-	-	(1,517.50)
11/25/20 - Transfer from Colotrust	145,740.24	-	21,259.76	167,000.00
11/27/20 - Bill.com Payment	(126,032.53)	-	(21,259.76)	(147,292.29)
11/30/20 - Xcel Energy October	(21.03)	-	-	(21.03)
12/01/20 - Roxborough water payment- Aug, Sept	(19,257.92)	-	-	(19,257.92)
12/08/20 - IREA November	(82.44)	-	-	(82.44)
Anticipated ADP Payroll/taxes - December	(538.25)	-	-	(538.25)
Anticipated Payables	(59,437.34)	-	(8,515.00)	(67,952.34)
Anticipated IREA Payment	(757.32)	-	-	(757.32)
Anticipated Roxborough Water payment - Oct	(2,708.10)	-	-	(2,708.10)
Anticipated Transfer from Colotrust	91,485.00	-	8,515.00	100,000.00
<i>Anticipated Balance</i>	<u>60,328.41</u>	<u>-</u>	<u>-</u>	<u>60,328.41</u>
Colotrust - Plus				
Balance as of 09/30/20	862,661.63	1,730,517.10	1,569,694.30	4,162,873.03
Subsequent activities:				
10/12/20 - September PTAX	15,224.41	532.98	-	15,757.39
10/14/20 - Transfer to Checking	(105,044.50)	(300.00)	(25,655.50)	(131,000.00)
10/31/20 - Interest Income	189.06	441.15	-	630.21
11/06/20 - Douglas County Libraries	37.50	-	-	37.50
11/10/20 - Insurance Proceeds	66,303.00	-	-	66,303.00
11/10/20 - October PTAX	14,286.73	521.40	-	14,808.13
11/23/20 - December 1 D/S Payment	-	(898,649.50)	-	(898,649.50)
11/25/20 - Transfer to Checking	(145,740.24)	-	(21,259.76)	(167,000.00)
11/30/20 - Interest Income	129.02	301.06	-	430.08
Anticipated PTAX November	14,787.94	561.42	-	15,349.36
Anticipated Transfer to Checking	(91,485.00)	-	(8,515.00)	(100,000.00)
Anticipated Transfer to UMB	-	(187,480.08)	-	(187,480.08)
<i>Anticipated Balance</i>	<u>631,349.55</u>	<u>646,445.53</u>	<u>1,514,264.04</u>	<u>2,792,059.12</u>
UMB - 1993 A & B Bond Fund				
Balance as of 09/30/20	-	1,365,133.01	-	1,365,133.01
Subsequent activities:				
10/31/20 - Interest Income	-	11.10	-	11.10
11/30/20 - Interest Income	-	11.47	-	11.47
Anticipated December 31 D/S Payment	-	(969,203.50)	-	(969,203.50)
Anticipated Transfer from ColoTrust	-	187,480.08	-	187,480.08
<i>Anticipated Balance</i>	<u>-</u>	<u>583,432.16</u>	<u>-</u>	<u>583,432.16</u>
Anticipated Balances	<u>\$ 691,677.96</u>	<u>\$ 1,229,877.69</u>	<u>\$ 1,514,264.04</u>	<u>\$ 3,435,819.69</u>

Yield information (as of 11/30/20):

First Bank - 0.0%

Colotrust Plus - 0.1367%

ROXBOROUGH VILLAGE METRO DISTRICT
Property Taxes Reconciliation
2020

	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	\$ 36,897.20	\$ -	\$ 15,073.46	\$ -	\$ (553.44)	\$ 51,417.22	2.04%	2.04%	\$ 107,497.35	2.53%	2.53%
February	771,470.09	-	10,716.77	-	(11,572.05)	770,614.81	42.57%	44.61%	1,366,897.70	42.52%	45.05%
March	60,864.98	-	10,431.17	6.03	(913.07)	70,389.11	3.36%	47.97%	138,944.83	3.52%	48.57%
April	144,308.02	-	9,813.05	-	(2,164.64)	151,956.43	7.96%	55.93%	242,363.71	6.87%	55.44%
May	127,842.92	-	10,840.72	65.81	(1,918.64)	136,830.81	7.06%	62.99%	319,919.86	9.23%	64.67%
June	644,839.65	-	13,678.06	191.48	(9,675.48)	649,033.71	35.59%	98.57%	1,092,289.73	33.79%	98.46%
July	16,440.90	-	15,590.90	422.42	(252.93)	32,201.29	0.91%	99.48%	60,808.27	0.96%	99.42%
August	3,876.58	-	13,540.16	152.46	(60.44)	17,508.76	0.21%	99.69%	40,946.33	0.35%	99.78%
September	1,081.11	-	14,647.26	45.92	(16.90)	15,757.39	0.06%	99.75%	31,451.65	0.05%	99.83%
October	1,023.15	-	13,740.70	60.62	(16.34)	14,808.13	0.06%	99.81%	18,662.53	-0.26%	99.57%
November	1,064.50	-	14,220.71	82.73	(18.58)	15,349.36	0.06%	99.87%	26,396.63	-0.06%	99.51%
December	-	-	-	-	-	-	0.00%	99.87%	32,171.88	0.00%	99.51%
Total	\$ 1,809,709.10	\$ -	\$ 142,292.96	\$ 1,027.47	\$ (27,162.51)	\$ 1,925,867.02	99.87%	99.87%	\$ 3,478,350.47	99.51%	99.51%

Taxes Levied	% of Levied	Property Taxes Collected	% Collected to Amount Levied
\$ 982,751	54.23%	\$ 981,466.81	99.87%
829,326	45.77%	828,242.29	99.87%
\$ 1,812,077	100.00%	\$ 1,809,709.10	99.87%

Chatfield Farms
\$ 261,722.00
-
\$ 261,722.00

Property Tax

General Fund
 Debt Service Fund

Specific Ownership Tax

General Fund
 Debt Service Fund

Treasurer's Fees

General Fund
 Debt Service Fund

**Roxborough Village Metro District
Claims Listing
12.09.2020**

Vendor	Invoice #	Description	Balance
ACH			
*Intermountain Rural Electric Association	26129901	Utilities	\$ 21.00
*Intermountain Rural Electric Association	23509300	Utilities	18.00
*Intermountain Rural Electric Association	25782000	Utilities	61.10
*Intermountain Rural Electric Association	85350300	Utilities	21.34
*Intermountain Rural Electric Association	21367302	Utilities	21.68
*Intermountain Rural Electric Association	85311102	Utilities	504.00
*Intermountain Rural Electric Association	85311000	Utilities	22.58
*Intermountain Rural Electric Association	25968000	Utilities	22.02
*Intermountain Rural Electric Association	21419100	Utilities	48.00
*Intermountain Rural Electric Association	85210100	Utilities	100.04
			<u>839.76</u>
*Roxborough Water & Sanitation District	7121316Aug	Nonpotable water purchase usage	194.70
*Roxborough Water & Sanitation District	7124611Aug	Nonpotable water purchase usage	600.30
*Roxborough Water & Sanitation District	7122381Aug	Nonpotable water purchase usage	105.60
*Roxborough Water & Sanitation District	7122027Aug	Nonpotable water purchase usage	1,065.60
*Roxborough Water & Sanitation District	7122381Sept	Nonpotable water purchase usage	106.60
*Roxborough Water & Sanitation District	7124611Sept	Nonpotable water purchase usage	545.80
*Roxborough Water & Sanitation District	7122027Sept	Nonpotable water purchase usage	1,462.10
*Roxborough Water & Sanitation District	7121316Sept	Nonpotable water purchase usage	170.50
*Roxborough Water & Sanitation District	7122381Oct	Nonpotable water purchase usage	106.60
*Roxborough Water & Sanitation District	7122027Oct	Nonpotable water purchase usage	2,124.60
*Roxborough Water & Sanitation District	7124611Oct	Nonpotable water purchase usage	290.50
*Roxborough Water & Sanitation District	7121316Oct	Nonpotable water purchase usage	186.40
*Roxborough Water & Sanitation District	7122162Sept	Nonpotable water purchase usage	15,006.72
			<u>21,966.02</u>
Check or Epayment			
General			
ARK Ecological Services, LLC	1006	Landscape weed control	450.00
ARK Ecological Services, LLC	3492	Landscape weed control	4,767.85
Carrie Hanson	1	Miscellaneous	220.00
CliftonLarsonAllen, LLP	2674918	Accounting	6,475.54
CO Special Districts Property and Liability	POL-0006244	Prepaid insurance	9,944.00
CO Special Districts Property and Liability	POL-0003000	Insurance	7.00
ET Water Systems, Inc.	36061	Landscape irrigation maintenance	2,151.00
Folkestad Fazekas Barrick & Patoile, P.C	37188	Legal services	6,667.75
Metco Landscape, LLC	556609	Landscape irrigation maintenance	780.00
Metco Landscape, LLC	555610	Landscape irrigation maintenance	520.00
Metco Landscape, LLC	556610	Landscape irrigation maintenance	1,500.00
Metco Landscape, LLC	SM196924	Landscape contract	13,797.00
Metco Landscape, LLC	556608	Seasonal lights	8,750.00
Mulhern MRE Inc.	MMRE62236	Engineering	272.00
Mulhern MRE Inc.	MMRE62253	Engineering	2,763.70
United Site Services	114-11220210	Portable restrooms	185.75
United Site Services	114-11220217	Portable restrooms	185.75
			<u>59,437.34</u>
Capital			
Ben Kelly	008.11.2020.1	Master plan	2,625.00
Folkestad Fazekas Barrick & Patoile, P.C	36634	Legal services- master plan	1,240.00
Livable Cities Studio, Inc.	1396	Master plan	2,950.00
Mulhern MRE Inc.	MMRE62255	Engineering	340.00
Mulhern MRE Inc.	MMRE62254	Spillway	1,360.00
			<u>8,515.00</u>
		TOTAL Checks/Epayment	<u>\$ 67,952.34</u>

**Named Member:**

Roxborough Village Metropolitan District
 c/o CliftonLarsonAllen LLP
 8390 E. Crescent Parkway, Suite 300
 Greenwood Village, CO 80111

Broker of Record:

T. Charles Wilson Insurance Service
 384 Inverness Parkway
 Suite 170
 Englewood, CO 80112

Coverage No.	Entity ID	Effective Date	Expiration Date	Invoice Date
POL-0006244	60100	1/1/2021	EOD 12/31/2021	12/8/2020

Coverage	Contribution
General Liability	\$2,601.00
Property	\$4,479.00
Crime	\$ 172.00
Non-Owned Auto Liability	\$ 132.00
Hired Auto Physical Damage	\$ 65.00
Equipment Breakdown	\$ 393.00
No-Fault Water Intrusion & Sewer Backup	\$ 210.00
Public Officials Liability	\$1,163.00
Excess	\$ 821.00
Pollution	\$ 0.00

Total Contribution	\$10,036
---------------------------	-----------------

Estimated Annualized Contribution (for budgeting purposes only) \$10,036.00

Total contribution includes commission paid to the Broker reflected above

Please note: where included above, Hired Auto Physical Damage and Non-Owned Auto Liability are mandatory coverages and may not be removed. No-Fault Water Intrusion & Sewer Backup coverage may only be removed with completion of the No-Fault Opt Out Endorsement.

The following discounts are applied (Not applicable to minimum contributions):

13.52% Continuity Credit Discount

8% Multi Program Discount for WC Program Participation

Please include a copy of the invoice with your check.

Please Remit Payment to:

Colorado Special Districts Property and Liability Pool
 PO Box 1539
 Portland, OR 97207-1539

Payment Due Upon Receipt

Payment evidences acceptance of this coverage. NOTE: Terms of the Intergovernmental Agreement require timely payment to prevent automatic cancellation of coverage. Only the Colorado Special Districts Property and Liability Pool Board of Directors can extend the cancellation provision.



Public Entity Liability and Auto Physical Damage Certificate Holder Declaration

Master Coverage Document Number: CSD Pool – CTC 01 01 2018 and CSD Pool PEL 01 01 21

Certificate Number: POL-0006244

Coverage Period: 1/1/2021 to EOD 12/31/2021

Named Member:

Roxborough Village Metropolitan District
c/o CliftonLarsonAllen LLP
8390 E. Crescent Parkway, Suite 300
Greenwood Village, CO 80111

Broker of Record:

T. Charles Wilson Insurance Service
384 Inverness Parkway
Suite 170
Englewood, CO 80112

Coverage is provided only for those coverages indicated below for which a contribution is shown.

Coverage	Per Occurrence Limit	Annual Aggregate Limit	Deductible	Contribution
Public Entity Liability Coverage including:	\$2,000,000	None		
General Liability	Included	None	None	\$2,601
Medical Payments - Premises	\$10,000	None	None	Included
Employee Benefits Liability	Included	None	None	Included
Public Officials Liability	Included	None	\$1,000	\$1,163
Employment Practices Liability	Included	None	*\$100,000	Included
Pre Loss Legal Assistance	\$3,500	\$7,000	None	Included
No-Fault Water Intrusion & Sewer Backup	\$200,000 limited to \$10,000 Any One Premises	***\$1,000,000	\$500	\$210
Cyber	\$200,000	**\$200,000	\$1,000	Included
Fiduciary Liability	\$200,000	**\$200,000	\$1,000	Included
Excess Liability - Coverage agreements A,B,C,D	\$2,000,000	None	None	\$821
Auto Liability	No Coverage	No Coverage	N/A	No
Medical Payments – Auto	No Coverage	No Coverage	N/A	No
Non-Owned and Hired Auto Liability	Included	None	None	\$132
Uninsured/Underinsured Motorists Liability	No Coverage	No Coverage	N/A	No
Auto Physical Damage	No Coverage	No Coverage	N/A	No
Hired Auto Physical Damage	\$50,000	N/A	\$500/\$500	\$65
Auto Physical Damage - Employee Deductible Reimbursement	\$2,500	N/A	None	Included

Total Contribution 4,992.00

*Employment Practices Liability Deductible: 50% of loss including Indemnity and Legal Expenses subject to a maximum deductible of *\$100,000 each occurrence.

**A \$5,000,000 All Member Annual Aggregate Limit shall apply to Cyber.

**A \$1,000,000 All Member Annual Aggregate Limit shall apply to Fiduciary Liability.

***No-Fault Water Intrusion & Sewer Backup has \$1,000,000 All Member Annual Aggregate Limit.

Additional Endorsements applicable to Member:

This Certificate Holder Declaration is made and is mutually accepted by the CSD Pool and the Named Member subject to all terms which are made a part of the Public Entity Liability Coverage Document. This Certificate represents only a brief summary of coverages. Please refer to the Master Coverage Document for actual coverage, terms, conditions, and exclusions.

Countersigned by: _____

Authorized Representative

Date: 12/8/2020

Property Certificate Holder Declaration

Master Coverage Document Number: CSD Pool – CTC 01 01 2018 and CSD Pool Property 01 01 21

Certificate Number: POL-0006244

Coverage Period: 1/1/2021 to EOD 12/31/2021

Named Member:

Roxborough Village Metropolitan District
c/o CliftonLarsonAllen LLP
8390 E. Crescent Parkway, Suite 300
Greenwood Village, CO 80111

Broker of Record:

T. Charles Wilson Insurance Service
384 Inverness Parkway
Suite 170
Englewood, CO 80112

Limit of Coverage per Occurrence:

\$1,301,162 Reported Buildings, Business Personal Property, Other Scheduled Items, Outdoor Property and EDP per Schedule.

\$250,000 Business Income including Extra Expense/Rental Income sublimit unless a higher amount is specified on Schedule.

‡ Inland Marine Scheduled items.

\$0 Excess of \$2,000,000 Earthquake Limit per occurrence and annual aggregate per Property Schedule.

\$0 Excess of \$2,000,000 Flood Limit per occurrence and annual aggregate per Property Schedule.
Flood Zone A and Flood Zone V are subject to an all member combined limit of \$60,000,000 per occurrence and annual aggregate.

Locations Covered: Per Schedules on file. Property in Course of Construction must be shown on the Schedule to be covered.

Report of Values: Annual Statement of Values must be submitted and additions/deletions are to be reported as they occur.

Perils Covered: Risk of Direct Physical Loss subject to the terms, conditions, and exclusions in the Master Property Coverage Document.

Deductibles: \$250 Per Occurrence, except where noted on Member's Schedules
Earthquake - 2% Per Occurrence of the value of the covered damaged property at the time of loss, subject to a \$5,000 minimum and \$50,000 maximum.
Flood - 2% Per Occurrence of the value of the covered damaged property at the time of loss, subject to a \$5,000 minimum and \$50,000 maximum.

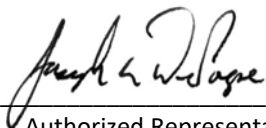
Contribution: \$4,479

Additional Endorsements applicable to Member:

Cosmetic Damage Exclusion
Wind and Hail Deductible Endorsement

This Certificate Holder Declaration is made and is mutually accepted by the CSD Pool and the Named Member subject to all terms which are made a part of the Property Coverage Document. This Certificate represents only a brief summary of coverages. Please refer to the Master Coverage Document for actual coverage, terms, conditions, and exclusions.

Countersigned by:



Authorized Representative

Terrorism, Sabotage and Malicious Attack Certificate Holder Declaration

Master Coverage Policy Number:

TER P 004 CW (06/11) physical loss or damage
33HIS00151 Terrorism Combined Liability
TER P0027CW (05/17) Malicious Attack
10/17 Malicious Attack combined liability

Insurer:

Lloyds, Hiscox Syndicate 33

Certificate Number: POL-0006244

Coverage Period: 1/1/2021 to EOD 12/31/2021

Named Member:

Roxborough Village Metropolitan District
c/o CliftonLarsonAllen LLP
8390 E. Crescent Parkway, Suite 300
Greenwood Village, CO 80111

Broker of Record:

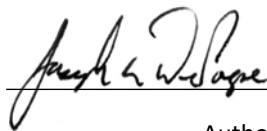
T. Charles Wilson Insurance Service
384 Inverness Parkway
Suite 170
Englewood, CO 80112

Coverage for All CSD Pool Members combined	Per Occurrence Limit	Annual Aggregate Limit	Deductible
All Coverage's Combined	n/a	\$105,000,000	n/a
Terrorism and Sabotage – Physical Loss or Damage	\$100,000,000	\$100,000,000	\$10,000
Terrorism – Combined Liability	\$10,000,000	\$10,000,000	\$10,000
Malicious Attack – Physical Loss or Damage & Combined Liability	\$5,000,000	\$5,000,000	\$5,000
<i>Malicious Attack Sub-limits applicable:</i>			
Prevention or Restriction of Access	\$2,500,000	\$2,500,000	\$5,000
Utilities	\$2,500,000	\$2,500,000	\$5,000
Personal Accident Costs	\$250,000	\$250,000	\$5,000
Crisis Management Costs	\$250,000	\$250,000	\$5,000

Report all Claims to: Phone: (800) 318-8870, ext. 1
Email: claims@csdpool.org

This Certificate Holder Declaration is made and is mutually accepted by the CSD Pool and the Named Member subject to all terms which are made a part of the Terrorism, Sabotage and Malicious Attack Coverage Policy. This Certificate represents only a brief summary of coverages. Please refer to the Master Coverage document for actual coverage, terms, conditions, and exclusions.

Countersigned by:



Authorized Representative



Equipment Breakdown Declarations

Master Coverage Document Number: CSD Pool EB 01 01 21

Certificate Number: POL-0006244

Coverage Period: 1/1/2021 to EOD 12/31/2021

Named Member:

Roxborough Village Metropolitan District
c/o CliftonLarsonAllen LLP
8390 E. Crescent Parkway, Suite 300
Greenwood Village, CO 80111

Broker of Record:

T. Charles Wilson Insurance Service
384 Inverness Parkway
Suite 170
Englewood, CO 80112

Covered Equipment:

Equipment that (1) generates, transmits or utilizes energy, including electronic communications and data processing equipment; or (2) which during normal usage, operates under vacuum or pressure, other than the weight of its contents.

Locations:

Property must be at a location described in the Named Member's current Schedule of Property on file with the CSD Pool and must be owned, leased, or operated under the control of the Member District.

Equipment Breakdown Limit: \$1,251,630 Scheduled Property

Sub Limits:

Newly Acquired Locations (90 Days Reporting)	\$2,500,000
Business Income / Extra Expense	\$1,000,000
Expediting Expenses	\$1,000,000
Rental Income	\$1,000,000
Demolition & Increased Cost of Construction	\$1,000,000
Off-Premises Equipment Breakdown	\$500,000
Service Interruption	\$250,000
Hazardous Substances	\$250,000
Perishable Goods	\$250,000
Data Restoration	\$250,000
Green Property Upgrade	\$100,000
Public Relations Coverage	\$5,000

Deductible: \$1,000 per Occurrence

Contribution: \$393

This Equipment Breakdown Declarations is made and is mutually accepted by the CSD Pool and the Member District subject to all terms which are made a part of the Equipment Breakdown Coverage Document. This Certificate represents only a brief summary of coverages. Please refer to the Equipment Breakdown Coverage Document for actual coverage, terms, conditions, and exclusions.

Countersigned by: _____

A handwritten signature in black ink, appearing to read "Joseph W. Page", is written over a horizontal line.

Authorized Representative

Crime Certificate Holder Declaration

Master Coverage Document Number:

Certificate Number: POL-0006244

Named Member:

Roxborough Village Metropolitan District
c/o CliftonLarsonAllen LLP
8390 E. Crescent Parkway, Suite 300
Greenwood Village, CO 80111

Insurer:

Coverage Period: 1/1/2021 to EOD 12/31/2021

Broker of Record:

T. Charles Wilson Insurance Service
384 Inverness Parkway
Suite 170
Englewood, CO 80112

Covered ERISA Plan:

Covered Designated Agent(s):

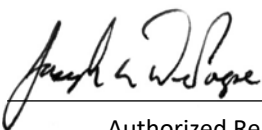
Coverage Limits:

Public Employee Dishonesty Coverage:	\$10,000
Limit is Per Loss	
Faithful Performance of Duty	
Officers, Directors, and Trustees	
Welfare and Pension Plan ERISA Compliance if Covered Plan is shown	
Volunteer Workers as Employees	
Forgery or Alteration Coverage:	\$10,000
Theft, Disappearance, and Destruction Coverage:	\$10,000
Inside Premises	
Outside Premises	
Computer and Funds Transfer Fraud Coverage:	\$10,000
Debit, Credit or Charge Card Forgery Coverage:	\$10,000
Money Orders and Counterfeit Paper Currency Coverage:	\$10,000
Fraudulent Impersonation Coverage:	\$10,000
Crime Deductible:	\$250
Fraudulent Impersonation Deductible:	20% of Fraudulent Impersonation Limit
Contribution:	\$172

Policy Forms:

Government Crime Policy (Discovery Form)

This Certificate Holder Declaration is made and is mutually accepted by the CSD Pool and the Named Member subject to all terms which are made a part of the Master Crime Policy. This Certificate represents only a brief summary of coverages. Please refer to the Master Policy Document for actual coverage, terms, conditions, and exclusions.

Countersigned by:  _____
Authorized Representative

Identity Recovery Certificate Holder Declaration**Master Coverage Policy Number:**
CSD Pool IDR Form 01 01 21**Insurer:**
The Hartford Steam Boiler Inspection
and Insurance Company**Certificate Number:** POL-0006244**Coverage Period:** 1/1/2021 to EOD 12/31/2021**Named Member:**
Roxborough Village Metropolitan District
c/o CliftonLarsonAllen LLP
8390 E. Crescent Parkway, Suite 300
Greenwood Village, CO 80111**Broker of Record:**
T. Charles Wilson Insurance Service
384 Inverness Parkway
Suite 170
Englewood, CO 80112**Member:**

All permanent employees and District Board members participating in the Colorado Special Districts Property and Liability Pool; Special District Association of Colorado staff and Board of Directors.

Coverage:

Reimbursement coverage for expenses arising from a defined "Identity Theft" event. Including: legal fees for answer of civil judgements and defense of criminal charges; phone, postage, shipping fees; notary and filing fees; credit bureau reports; lost wages; child/elder care and mental health counseling.

This coverage does not reimburse the member for monies stolen or fraudulently charged to the member, and excludes loss arising from the member's fraudulent, dishonest or criminal act.

Annual Aggregate Limit per Member: \$35,000

Case Management Service Expenses - does not reduce the limit available

Legal Costs - reduces the limit available

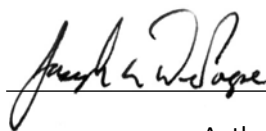
Sub Limits:

\$5,000	Lost Wages and Child/Elder Care
\$1,000	Mental Health Counseling
\$1,000	Miscellaneous Expenses

Coverage Trigger: Coverage is provided on a discovery basis with a 60-day reporting requirement**Claims:** For Recovery Assistance and Counseling, please call 1-800-945-4617

This Certificate Holder Declaration is made and is mutually accepted by the CSD Pool and the Named Member subject to all terms which are made a part of the Identity Recovery Coverage Policy. This Certificate represents only a brief summary of coverages. Please refer to the Master Coverage document for actual coverage, terms, conditions, and exclusions.

Countersigned by:



Authorized Representative

Date: 12/8/2020

Environmental Legal Liability Certificate Holder Declaration

Master Policy Number: ER00A9V21

Certificate Number: POL-0006244

Named Member:

Roxborough Village Metropolitan District
c/o CliftonLarsonAllen LLP
8390 E. Crescent Parkway, Suite 300
Greenwood Village, CO 80111

Insurer: Aspen Specialty Insurance Company

Coverage Period: 1/1/2021 to EOD 12/31/2021

Broker of Record:

T. Charles Wilson Insurance Service
384 Inverness Parkway
Suite 170
Englewood, CO 80112

Claims-Made Coverage:

1. **First Party Protection:** For coverages 1.a – 1.d, the pollution incident must be first discovered by the responsible insured and reported to the insurer during the policy period.
 - a. **Clean up:** Covers clean-up costs resulting from a pollution incident on, at, under, or migrating from or through an insured location.
 - b. **Emergency Response:** Covers emergency response cost resulting from a
 - c. **Pollution Incident:** (i) on, at, under or migrating from or through an insured location; (ii) caused by transportation; or (iii) caused by covered operations.
 - d. **Environmental Crisis:** Covers crisis cost resulting from a crisis event.
 - e. **Business Interruption:** Covers business interruption cost and extra expense incurred by the insured and solely and directly by a pollution incident on, at or under an insured location, provided the pollution incident results in clean-up cost covered by this policy.

2. **Legal Liability Protection:** For coverages 2.a – 2.d, the claim for damages because of such bodily injury or property damage, or a claim for such clean-up cost, is first made against an insured and reported to the insurer during the policy period.
 - a. **Insured Location:** Covers sums the insured becomes legally obligated to pay: (1) as damages because of bodily injury or property damage; or (ii) for clean-up costs, resulting from a pollution incident on, at under, or migrating from or through an insured location.
 - b. **Non-owned Site:** Covers sums the insured becomes legally obligated to pay (1) as damages because of bodily injury or property damage; or (ii) for clean-up costs, resulting from a pollution incident on, at under, or migrating from or through any non-owned site.
 - c. **Transportation:** Covers sums the insured becomes legally obligated to pay (1) as damages because of bodily injury or property damage; or (ii) for clean-up costs, resulting from a pollution incident caused by transportation.
 - d. **Covered Operations:** Covers sums the insured becomes legally obligated to pay (1) as damages because of bodily injury or property damage; or (ii) for clean-up costs, resulting from a pollution incident caused by covered operations or completed operations.

Limits of Liability: \$1,000,000 Each Pollution Incident
\$5,000,000 Total Policy and Program Aggregate – Shared All Members Sublimits:
\$500,000 Environmental Crisis Aggregate
\$250,000 Business Interruption Aggregate
\$100,000 Perfluorinated Compounds Aggregate

Member Deductible: \$1,000 Each Pollution Incident

Retroactive Date: January 1, 2009 (unless otherwise specified)
Defense Costs: Legal defense expenses and settlement shall erode the Limits of Liability

Partial List of Exclusions:

Asbestos, Contractual Liability, Criminal Fines and Criminal Penalties, Cross Liability (Insured vs. Insured), Damage to Insured's Product/Work, Divested Property, Employers Liability, Fraud or Misrepresentation, Intentional Non-Compliance, Internal Expenses, Known Conditions, Lead-Based Paint, Material Change in Risk, Non-Owned Disposal Sites, Underground Storage Tanks and Above Ground Storage Tanks excluded unless scheduled, Vehicle Damage, War or Terrorism, Workers Compensation, Lead at all gun or shooting ranges, Maintenance, Upgrades, Improvements or Installations where required by law, Microbial Matter with carveback for sudden and accidental water intrusion; 10-day discovery period/30 day reporting period, Prior Claims, Communicable Disease

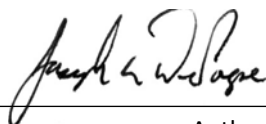
Policy Forms:

ASPENV110 06 17	Environmental Legal Liability Policy
ASPENV098 11 17	Cap on Losses from Certified Acts of Terrorism
ASPENV340 05 17	Insured Location(s) Schedule Endorsement
ASPENV310 05 17	Known Conditions Exclusion Endorsement
ASPENV316 05 17	Legal Expense Aggregate Limit of Liability Endorsement
ASPENV117 11 17	Self-Insured Retention Aggregate (Erosion by Underlying Policies)
ASPENV117 11 17	Sewage Back-up Deductible Amendatory Endorsement
ASPENV117 11 17	Perfluorinated Compounds, Sublimit and Retroactive Date Amendatory Endorsement
ASPENV117 11 17	Cancellation Amendatory Endorsement
ASPENV117 11 17	Microbial Matter Exclusion Endorsement
ASPENV117 11 17	Maintenance, Upgrade, Improvements Or Installations Exclusion Endorsement
ASPENV117 11 17	Retroactive Date All Coverage Endorsement
ASPENV117 11 17	Microbial Matter Sudden and Accidental Coverage Limitation Amendatory Endorsement
ASPENV117 11 17	Insured Location/Acquired Property Endorsement
ASPENV117 11 17	Public Entity Amendatory Endorsement
ASPENV322 05 17	Minimum Earned Premium Endorsement
ASPENV341 05 17	Named Insured Schedule Endorsement
ASPENV118 11 17	Nuclear, Biological, Chemical, or Radiological Terrorism Exclusion
ASPENV003 05 17	Other Insurance Condition Amendatory Endorsement
ASPER334 01 14	Prior Claim Exclusion Endorsement
ASPENV338 04 19	Schedule of Crisis Management Firms Endorsement
ASPENV431 11 17	Aspen Environmental Emergency Response Hotline
SNCO 0314	Colorado Surplus Lines Notice
ASPENV117.EL.0920.X	Communicable Disease Exclusion

Additional Endorsements Applicable to Named Member:

This Certificate Holder Declaration is made and is mutually accepted by the CSD Pool and the Named Member subject to all coverage terms under the Pollution Liability Policy #EV00A9V21 issued by Aspen Specialty Insurance Company. This Certificate represents a brief summary of coverages. Please refer to the Master Coverage Document for all coverage terms, conditions and exclusions.

Countersigned by: _____



Authorized Representative



PROPERTY ENDORSEMENT

Named Member: Roxborough Village Metropolitan District	Property Form No: CSD Pool Property 01 01 21
Certificate Number: POL-0006244	Effective Date of Endorsement: 1/1/2021
Issued By: Colorado Special Districts Property and Liability Pool	

This endorsement modifies the coverage provided under the following:

PROPERTY COVERAGE
COSMETIC DAMAGE EXCLUSION
PLEASE READ IT CAREFULLY

The following is added to Section 7 PERILS EXCLUDED:

V. Against Cosmetic Damage to Roof Surfacing caused by or resulting from wind and/or hail to a building or structure identified in the **Member District** property schedule as **Real Property** or **Outdoor Property**.

For purposes of this endorsement, the following is added to SECTION 34 ADDITIONAL DEFINITIONS:

Roof Surfacing means the shingles, tiles, cladding, metal or synthetic sheeting or similar materials covering the roof and includes all materials used in securing the roof surface and all materials applied to or under the roof surface for moisture protection, as well as roof flashing, vent covers and gutters.

Cosmetic Damage means that the wind and/or hail caused marring, pitting or other superficial damage that altered the appearance of the roof surfacing, but such damage does not prevent the roof from continuing to function as a barrier to entrance of the elements to the same extent as it did before the cosmetic damage occurred.

However, this exclusion shall not apply to **Cosmetic Damage** to the front entry, areas of **Roof Surfacing** visibly apparent to a pedestrian from the street or sidewalk composing less than 25% of the roof area of a **Member District's** scheduled building or structure identified as **Real Property** or **Outdoor Property**. The **Pool** will pay for **Cosmetic Damage** to such areas, limited to less than 25% of the roof area of the scheduled building or structure, subject to all other terms, conditions and exclusions of the Property Coverage Form.

ALL OTHER TERMS AND CONDITIONS OF THE PROPERTY COVERAGE FORM REMAIN UNCHANGED.



PROPERTY ENDORSEMENT

Named Member: Roxborough Village Metropolitan District	Property Form No: CSD Pool Property 01 01 21
Certificate Number: POL-0006244	Effective Date of Endorsement: 1/1/2021
Issued By: Colorado Special Districts Property and Liability Pool	

This endorsement modifies coverage provided under the following:

PROPERTY COVERAGE
WIND AND HAIL DEDUCTIBLE
PLEASE READ IT CAREFULLY

The following is added to Section 2. **DEDUCTIBLE:**

E. Wind and/or Hail damage to a building or structure identified in the **Member District** property schedule as **Real Property** or **Outdoor Property:**

2% per **Occurrence** of the value of the covered damaged property and applicable business income at the time the loss occurs, subject to a \$5,000 minimum and \$50,000 maximum per **Occurrence**, unless a higher deductible is scheduled at the damaged location.

ALL OTHER TERMS AND CONDITIONS OF THE PROPERTY COVERAGE FORM REMAIN UNCHANGED.

Annual Comparison of 2021 and 2020 contributions.
Loss Ratios based on participation years from 2013 to 2020

Roxborough Village Metropolitan District

Year	Contribution
2021	\$10,036.00
2020	\$9,390.00
Difference	\$646.00
% Difference	6.88%

General Liability	Contribution	TOE
Yr. 2021	\$2,601.00	\$1,156,258.00
Yr. 2020	\$2,350.00	\$1,059,364.00
Difference	\$251.00	\$96,894.00
% Difference	10.68%	9.15%
Loss Ratio	0.00%	

Equipment Breakdown	Contribution
Yr. 2021	\$393.00
Yr. 2020	\$381.00
Difference	\$12.00
% Difference	3.15%
Loss Ratio	0.00%

Auto Liability	Contribution	Auto Count
Yr. 2021	\$132.00	0
Yr. 2020	\$132.00	0
Difference	\$0.00	0
% Difference	0.00%	0.00%
Loss Ratio	0.00%	

Crime	Contribution
Yr. 2021	\$172.00
Yr. 2020	\$135.00
Difference	\$37.00
% Difference	27.41%
Loss Ratio	0.00%

Auto Physical Damage	Contribution	TIV
Yr. 2021	\$65.00	\$0.00
Yr. 2020	\$65.00	\$0.00
Difference	\$0.00	\$0.00
% Difference	0.00%	0.00%
Loss Ratio	0.00%	

Public Officials Liability	Contribution	EE Count
Yr. 2021	\$1,163.00	1
Yr. 2020	\$1,163.00	1
Difference	\$0.00	0
% Difference	0.00%	0.00%
Loss Ratio	0.00%	

Property/Inland Marine	Contribution	TIV
Yr. 2021	\$4,479.00	\$1,301,162.00
Yr. 2020	\$4,185.00	\$1,272,236.00
Difference	\$294.00	\$28,926.00
% Difference	7.03%	2.27%
Loss Ratio	8.76%	

Excess Liability	Contribution
Yr. 2021	\$821.00
Yr. 2020	\$771.00
Difference	\$50.00
% Difference	6.49%
Loss Ratio	0.00%

Earthquake	Contribution
Yr. 2021	\$0.00
Yr. 2020	\$0.00
Difference	\$0.00
% Difference	0.00%
Loss Ratio	0.00%

Flood	Contribution
Yr. 2021	\$0.00
Yr. 2020	\$0.00
Difference	\$0.00
% Difference	0.00%
Loss Ratio	0.00%

No Fault	Contribution
Yr. 2021	\$210.00
Yr. 2020	\$208.00
Difference	\$2.00
% Difference	0.96%
Loss Ratio	0.00%

Excess Liability Options Proposal For 2021

This Proposal Does Not Bind Coverage

This report demonstrates what it would cost your district to increase coverage from your current limit of liability to a higher limit.

Named Member: Roxborough Village Metropolitan District

Certificate Number: POL-0006244

<u>Excess Limit</u>	<u>Annual Excess Contribution</u>	<u>Change in Contribution</u>
\$1,000,000	\$567	-\$254
\$2,000,000*	\$821	\$0
\$3,000,000	\$944	\$123
\$4,000,000	\$1,020	\$199
\$5,000,000	\$1,250	\$429
\$6,000,000	\$1,500	\$679
\$7,000,000	\$1,750	\$929
\$8,000,000	\$2,000	\$1,179

* This is your current excess limit.

Note: This is not your Coverage Document. It was created solely for informational purposes.

Tuesday, December 8, 2020

Line Premiums Based on Deductible Options

Roxborough Village Metropolitan District

Based on Policy POL-0006244 data as of 12/8/2020

Auto Liability

Auto Physical Damage
Comprehensive and Collision Deductibles

General Liability	
\$0.00	\$2,601.00
\$500.00	\$2,029.00
\$1,000.00	\$1,894.00
\$2,500.00	\$1,758.00
\$5,000.00	\$1,623.00
\$7,500.00	\$1,571.00
\$10,000.00	\$1,488.00

Property	
Property and Inland Marine Deductibles (IM Max \$5,000)	
Both \$250.00	\$4,479.00
Both \$500.00	\$3,837.00
Both \$1,000.00	\$3,776.00
Both \$2,500.00	\$3,723.00
Both \$5,000.00	\$3,414.00
Property \$7,500.00	\$3,341.00
Property \$10,000.00	\$3,238.00
Property \$25,000.00	\$2,986.00
Property \$50,000.00	\$2,700.00
Property \$100,000.00	\$2,501.00

No-Fault	
\$500.00	\$210.00
\$1,000.00	\$147.00
\$2,500.00	\$137.00
\$5,000.00	\$105.00
\$7,500.00	\$95.00

Equipment Breakdown	
\$1,000.00	\$393.00
\$2,500.00	\$385.00
\$5,000.00	\$349.00
\$7,500.00	\$342.00
\$10,000.00	\$330.00

Public Officials Liability	
EPLI \$100,000 &:	
POL \$1,000.00	\$1,163.00
POL \$2,500.00	\$1,163.00
POL \$5,000.00	\$1,163.00
POL \$7,500.00	\$1,163.00
POL \$10,000.00	\$1,163.00
POL \$1,000 &:	
EPLI \$5,000.00	\$2,330.00
EPLI \$7,500.00	\$2,079.00
EPLI \$10,000.00	\$1,829.00
EPLI \$25,000.00	\$1,327.00
EPLI \$50,000.00	\$1,163.00
EPLI \$100,000.00	\$1,163.00

**General Liability Schedule
Metropolitan District**

Policy Number: POL-0006244

Coverage Period: 1/1/2021 - EOD 12/31/2021

Named Member: Roxborough Village Metropolitan District

Broker: 10,085

Code	Description	Unit	Amount	Effective Date	Expiration Date
1	1-Number of Skate Board Parks	Total		1/1/2021	12/31/2021
2	2-Number of Diving Boards	0		1/1/2021	12/31/2021
3	3-Number of Water Slides	0		1/1/2021	12/31/2021
4	4-Maximum Bond Issued	Dollars	11,125,114.00	1/1/2021	12/31/2021
5	5-Number of Bonds Issued	Total	1.00	1/1/2021	12/31/2021
20	20-Day Care Operations - Total Annual Payroll	Dollars	0.00	1/1/2021	12/31/2021
30	30-Number of EMT Personnel	0		1/1/2021	12/31/2021
32	32-Paid Firefighters - (Not EMT)	Total		1/1/2021	12/31/2021
37	37-Pipe Line - Under Drain	Miles	0.00	1/1/2021	12/31/2021
39	39-Pipe Line	Miles		1/1/2021	12/31/2021
43	43-Pipe Line - Sewer / Storm Drainage Combined	Miles		1/1/2021	12/31/2021
50	50-Number of Teachers	Total		1/1/2021	12/31/2021
70	70-Number of Golf Courses	Total		1/1/2021	12/31/2021
80	80-Number of Go Cart Tracks	Total	0.00	1/1/2021	12/31/2021
98	98-Additional First Named Members	Total	0.00	1/1/2021	12/31/2021
105	105-Total Operating Expenses - Any other	Dollars	1,156,258.00	1/1/2021	12/31/2021
130	130-Total Operating Expenses - Park & Recreation	0		1/1/2021	12/31/2021
131	131-Total Operating Expenses - Cemetery	Dollars		1/1/2021	12/31/2021
132	132-Total Operating Expenses - Soil & Water Conse	Dollars		1/1/2021	12/31/2021

133	133-Total Operating Expenses - Pest Control	Dollars		1/1/2021	12/31/2021
134	134-Total Operating Expenses - Hospital / Health	Dollars		1/1/2021	12/31/2021
135	135-Total Operating Expenses - Drainage	Dollars		1/1/2021	12/31/2021
136	136-Total Operating Expenses - Library	Dollars		1/1/2021	12/31/2021
137	137-Total Operating Expenses - Water Control	Dollars		1/1/2021	12/31/2021
138	138-Total Operating Expenses - Fire / Ambulance	Dollars		1/1/2021	12/31/2021
139	139-Total Operating Expenses - Water	Dollars		1/1/2021	12/31/2021
140	140-Total Operating Expenses - Irrigation	Dollars		1/1/2021	12/31/2021
141	141-Total Operating Expenses - Sanitation	Dollars		1/1/2021	12/31/2021
142	142-Total Operating Expenses - Transit	Dollars		1/1/2021	12/31/2021
143	143-Total Operating Expenses - Improvement	Dollars		1/1/2021	12/31/2021
151	151-Total Operating Expenses - Sanitation MW Discounted	Dollars	0.00	1/1/2021	12/31/2021
215	215-Buildings & Premises Occupied by District	Sq. Ft.		1/1/2021	12/31/2021
250	250-Number of Homes – Covenant Enforcement/Design Review Services under District Authority	Total		1/1/2021	12/31/2021
270	270-Number of Aboveground Storage Tanks (excluding water tanks)	Total	0.00	1/1/2021	12/31/2021
331	331-Number of Paid Firefighters - Full-Time	Total		1/1/2021	12/31/2021
332	332-Number of Paid Firefighters - Part-Time	Total		1/1/2021	12/31/2021
333	333-Number of Volunteer Firefighters	Total		1/1/2021	12/31/2021
334	334-Number of Paid EMT - Full-Time	Total	0.00	1/1/2021	12/31/2021
335	335-Number of Paid EMT - Part-Time	0	0.00	1/1/2021	12/31/2021
348	348-Number of Board Members	Total	5.00	1/1/2021	12/31/2021
350	350-Number of Permanent Employees - Full-Time	Total	1.00	1/1/2021	12/31/2021
351	351-Number of Permanent Employees - Part-Time	0	0.00	1/1/2021	12/31/2021
366	366-Total Payroll	Dollars		1/1/2021	12/31/2021

400	400-Class 1 Boats - Under 26'	Total		1/1/2021	12/31/2021
411	411-Total Water Delivered Annually - Millions of Gallons	MGAL		1/1/2021	12/31/2021
414	414-Playground/parks (Area)	Acres	1.00	1/1/2021	12/31/2021
415	415-Number of Grandstands/Stadiums	0		1/1/2021	12/31/2021
420	420-Vacant Land	Acres		1/1/2021	12/31/2021
450	450-Miles of Road Maintained	Miles	0.00	1/1/2021	12/31/2021
522	522-Number of Ponds, Lakes & Reservoirs	0		1/1/2021	12/31/2021
550	550-Fire Department Area Served	Sq Miles		1/1/2021	12/31/2021
671	671-Number of Parks	Total	3.00	1/1/2021	12/31/2021
710	710-Dams - Class 1 - Low Hazard - Total Acre-Feet	0	0.00	1/1/2021	12/31/2021
712	712-Dams - Class 1 - Low Hazard - Number of Dams	Count	0.00	1/1/2021	12/31/2021
720	720-Dams - Class 2 - Med Hazard - Total Acre-Feet	0	0.00	1/1/2021	12/31/2021
722	722-Dams - Class 2 - Med Hazard - Number of Dams	Count	0.00	1/1/2021	12/31/2021
730	730-Dams - Class 3 - High Hazard - Total Acre-Feet	0	0.00	1/1/2021	12/31/2021
732	732-Dams - Class 3 - High Hazard - Number of Dams	Count	0.00	1/1/2021	12/31/2021
811	811-Number of Spillways	Total	1.00	1/1/2021	12/31/2021
900	900-Services Contracted out to Others	Dollars	889,020.00	1/1/2021	12/31/2021
924	924-Revenue from use of Swimming Pools	Dollars		1/1/2021	12/31/2021
925	925-Number of Swimming Pools	Total		1/1/2021	12/31/2021
945	945-Number of Sewage Taps	Total		1/1/2021	12/31/2021
946	946-Number of Water Mains or Connections	Total		1/1/2021	12/31/2021
947	947-Sewer and/or Sanitation Line Maintenance (budget)	Dollars		1/1/2021	12/31/2021
948	948-Water Line Maintenance (budget)	Dollars		1/1/2021	12/31/2021
997	997-Number of district sponsored Events/Fundraisers - No Alcohol Served	Total		1/1/2021	12/31/2021
998	998-Number of District sponsored Events/Fundraisers – With Alcohol Served	Total		1/1/2021	12/31/2021

999	999-Prior Acts Coverage Under a Previous "Claims Made" Policy	0		1/1/2021	12/31/2021
341	341-Club/Recreation/Camp Volunteers	Total	0.00	1/1/2021	12/31/2021
342	342-Day Care Volunteers	Total	0.00	1/1/2021	12/31/2021
344	344-Event Organizer Volunteers	Total	0.00	1/1/2021	12/31/2021
345	345-General Volunteers	Total	0.00	1/1/2021	12/31/2021

If your district has exposures not listed on the General Liability schedule above, such as airplanes, security staff, bridges, drones, etc., please furnish details. Certain activities may be excluded or restricted.

Property Schedule

Coverage Period: 1/1/2021-EOD 12/31/2021

Named Member:

Roxborough Village Metropolitan District

Broker:

T. Charles Wilson Insurance Service

Per Occurrence Deductible: \$ 250.00

Location/Premise Address / Description	Construction Class	Prot. Class	Valuation	Values	Property Contrib.	Quake Contrib.	Flood Contrib.
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Location / Premise#	01-04	Unique#	60100P1162	Fire Resistive	2	Replacement	Buildings:	\$ 0.00	\$327	\$	\$
Park and Recreation Amenities	Year Built:	1996	Term:	1/1/2021 to 12/31/2021		Contents:	\$ 0.00				
7673 North Rampart Range Road	Sq. Feet:		County:	Douglas	Ded:	\$ 250.00	EDP:	\$ 0.00			
							Business Inc:	\$ 0.00			
Littleton, CO 80125	# Stories	1.00	Flood Zone:	Zone BX			UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: Yes	Excess Quake Applies: No		Excess Flood Applies: No				Otherwise Classified:	\$88,410.00			

Location / Premise#	02-01	Unique#	60100P1165	Fire Resistive	2	Replacement	Buildings:	\$ 0.00	\$482	\$	\$
(2) Irrigation Pumps	Year Built:		Term:	1/1/2021 to 12/31/2021		Contents:	\$ 0.00				
Crystal Lakes Drive	Sq. Feet:		County:	Douglas	Ded:	\$ 250.00	EDP:	\$ 0.00			
							Business Inc:	\$ 0.00			
Littleton, CO 80125	# Stories		Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: Yes	Excess Quake Applies: No		Excess Flood Applies: No				Otherwise Classified:	\$130,592.00			

Location / Premise#	01-07	Unique#	60100P6101	Fire Resistive	2	Replacement	Buildings:	\$ 0.00	\$351	\$	\$
Vertical Elements at Tennis Court	Year Built:		Term:	1/1/2021 to 12/31/2021		Contents:	\$ 0.00				
7673 North Rampart Range Road	Sq. Feet:		County:	Douglas	Ded:	\$ 250.00	EDP:	\$ 0.00			
							Business Inc:	\$ 0.00			
Littleton, CO 80125	# Stories		Flood Zone:	Zone BX			UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: Yes	Excess Quake Applies: No		Excess Flood Applies: No				Otherwise Classified:	\$94,992.00			



Property Schedule

Coverage Period: 1/1/2021-EOD 12/31/2021

Named Member:

Roxborough Village Metropolitan District

Broker:

T. Charles Wilson Insurance Service

Per Occurrence Deductible: \$ 250.00

Location/Premise Address / Description	Construction Class	Prot. Class	Valuation	Values	Property Contrib.	Quake Contrib.	Flood Contrib.
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Location / Premise#	01-08	Unique#	60100P6102	Fire Resistive	2	Replacement	Buildings:	\$ 0.00	\$ 73	\$	\$
Basketball Court (2 backboards/fence)	Year Built:		Term:	1/1/2021 to 12/31/2021		Contents:	\$ 0.00				
7673 North Rampart Range Road	Sq. Feet:		County:	Douglas	Ded:	\$ 250.00	EDP:	\$ 0.00			
							Business Inc:	\$ 0.00			
Littleton, CO 80125	# Stories		Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: Yes	Excess Quake Applies: No		Excess Flood Applies: No				Otherwise Classified:	\$19,654.00			

Location / Premise#		Unique#	60100P9339	Fire Resistive	2	Replacement	Buildings:	\$ 0.00	\$1,691	\$	\$
Skate Park	Year Built:	2009	Term:	1/1/2021 to 12/31/2021		Contents:	\$ 0.00				
Imperial Park	Sq. Feet:		County:	Douglas	Ded:	\$ 250.00	EDP:	\$ 0.00			
							Business Inc:	\$ 0.00			
Littleton, CO 80125	# Stories		Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: Yes	Excess Quake Applies: No		Excess Flood Applies: No				Otherwise Classified:	\$457,874.00			

Location / Premise#	01-02	Unique#	60100P1161	Frame	2	Replacement	Buildings:	\$ 0.00	\$114	\$	\$
Kiddy Playground	Year Built:	1999	Term:	1/1/2021 to 12/31/2021		Contents:	\$ 0.00				
7673 North Rampart Range Road	Sq. Feet:		County:	Douglas	Ded:	\$ 250.00	EDP:	\$ 0.00			
							Business Inc:	\$ 0.00			
Littleton, CO 80125	# Stories	1.00	Flood Zone:	Zone BX			UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: Yes	Excess Quake Applies: No		Excess Flood Applies: No				Otherwise Classified:	\$30,967.00			



Property Schedule

Coverage Period: 1/1/2021-EOD 12/31/2021

Named Member:

Roxborough Village Metropolitan District

Broker:

T. Charles Wilson Insurance Service

Per Occurrence Deductible: \$ 250.00

Location/Premise Address / Description	Construction Class	Prot. Class	Valuation	Values	Property Contrib.	Quake Contrib.	Flood Contrib.
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Location / Premise#	01-03	Unique#	60100P1163	Frame	2	Replacement	Buildings:	\$ 0.00	\$ 89	\$	\$
Picnic Shelter	Year Built:	1999	Term:	1/1/2021 to 12/31/2021		Contents:	\$ 0.00				
7673 North Rampart Range Road	Sq. Feet:		County:	Douglas	Ded:	\$ 250.00	EDP:	\$ 0.00			
							Business Inc:	\$ 0.00			
Littleton, CO 80125	# Stories	1.00	Flood Zone:	Zone BX			UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: Yes	Excess Quake Applies: No		Excess Flood Applies: No				Otherwise Classified:	\$24,123.00			

Location / Premise#	02-02	Unique#	60100P3955	Frame	2	Replacement	Buildings:	\$ 0.00	\$270	\$	\$
(2) Wet Wells	Year Built:		Term:	1/1/2021 to 12/31/2021		Contents:	\$ 0.00				
Crystal Lakes Drive & Coyote	Sq. Feet:		County:	Douglas	Ded:	\$ 250.00	EDP:	\$ 0.00			
							Business Inc:	\$ 0.00			
Littleton, CO 80125	# Stories		Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: Yes	Excess Quake Applies: No		Excess Flood Applies: No				Otherwise Classified:	\$73,111.00			

Location / Premise#	03-01	Unique#	60100P3956	Frame	2	Replacement	Buildings:	\$ 0.00	\$ 39	\$	\$
Imperial Park - Kiddie Playground	Year Built:		Term:	1/1/2021 to 12/31/2021		Contents:	\$ 0.00				
Village Circle West	Sq. Feet:		County:	Douglas	Ded:	\$ 250.00	EDP:	\$ 0.00			
							Business Inc:	\$ 0.00			
Littleton, CO 80125	# Stories		Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: Yes	Excess Quake Applies: No		Excess Flood Applies: No				Otherwise Classified:	\$10,454.00			

Property Schedule

Coverage Period: 1/1/2021-EOD 12/31/2021

Named Member:

Roxborough Village Metropolitan District

Broker:

T. Charles Wilson Insurance Service

Per Occurrence Deductible: \$ 250.00

Location/Premise Address / Description	Construction Class	Prot. Class	Valuation	Values	Property Contrib.	Quake Contrib.	Flood Contrib.
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Location / Premise#	05-01	Unique#	60100P3958	Frame	2	Replacement	Buildings:	\$183,069.00	\$508	\$	\$
Vault (near 1-Acre Lake)	Year Built:		Term:	1/1/2021 to 12/31/2021		Contents:		\$ 0.00			
Rampart Range Road	Sq. Feet:		County:	Douglas	Ded:	\$ 250.00	EDP:	\$ 0.00			
							Business Inc:	\$ 0.00			
Littleton, CO 80125	# Stories		Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No		Excess Flood Applies: No				Otherwise Classified:	\$ 0.00			

Location / Premise#	01-05	Unique#	60100P3633	Joisted Masonry	2	Replacement	Buildings:	\$121,189.00	\$288	\$	\$
Park Restrooms w E/One Sewage Grinder	Year Built:	2002	Term:	1/1/2021 to 12/31/2021		Contents:		\$ 0.00			
7673 North Rampart Range Road	Sq. Feet:		County:	Douglas	Ded:	\$ 250.00	EDP:	\$ 0.00			
							Business Inc:	\$ 0.00			
Littleton, CO 80125	# Stories		Flood Zone:	Zone BX			UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No		Excess Flood Applies: No				Otherwise Classified:	\$ 0.00			

Location / Premise#	03-02	Unique#	60100P6103	Noncombustible	2	Replacement	Buildings:	\$ 0.00	\$ 23	\$	\$
Imperial Park - Swing Sets	Year Built:	2004	Term:	1/1/2021 to 12/31/2021		Contents:		\$ 0.00			
Village Circle West	Sq. Feet:		County:	Douglas	Ded:	\$ 250.00	EDP:	\$ 0.00			
							Business Inc:	\$ 0.00			
Littleton, CO 80125	# Stories		Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: Yes	Excess Quake Applies: No		Excess Flood Applies: No				Otherwise Classified:	\$6,126.00			

Property Schedule

Coverage Period: 1/1/2021-EOD 12/31/2021

Named Member:

Roxborough Village Metropolitan District

Broker:

T. Charles Wilson Insurance Service

Per Occurrence Deductible: \$ 250.00

Location/Premise Address / Description	Construction Class	Prot. Class	Valuation	Values	Property Contrib.	Quake Contrib.	Flood Contrib.
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Location / Premise#	01-06	Unique#	60100P6100	Noncombustible	2	Replacement	Buildings:	\$ 0.00	\$ 41	\$	\$
Playground #2	Year Built:		Term:	1/1/2021 to 12/31/2021		Contents:		\$ 0.00			
7673 North Rampart Range Road	Sq. Feet:		County:	Douglas	Ded:	\$ 250.00	EDP:	\$ 0.00			
							Business Inc:	\$ 0.00			
Littleton, CO 80125	# Stories		Flood Zone:	Zone BX			UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: Yes	Excess Quake Applies: No		Excess Flood Applies: No				Otherwise Classified:	\$11,069.00			

Location / Premise#	006-001	Unique#	60100P15885	Noncombustible	2	Replacement	Buildings:	\$ 0.00	\$ 41	\$	\$
Marmot Ridge Playground	Year Built:	2018	Term:	1/1/2021 to 12/31/2021		Contents:		\$ 0.00			
9701 Marmot Ridge Circle	Sq. Feet:		County:	Douglas	Ded:	\$ 250.00	EDP:	\$ 0.00			
							Business Inc:	\$ 0.00			
Littleton, CO 80125	# Stories	1.00	Flood Zone:				UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No		Excess Flood Applies: No				Otherwise Classified:	\$11,189.00			

Location / Premise#	007-001	Unique#	60100P15886	Noncombustible	2	Replacement	Buildings:	\$ 0.00	\$ 49	\$	\$
East Playground	Year Built:	2018	Term:	1/1/2021 to 12/31/2021		Contents:		\$ 0.00			
7570 Brown Bear Court	Sq. Feet:		County:	Douglas	Ded:	\$ 250.00	EDP:	\$ 0.00			
							Business Inc:	\$ 0.00			
Littleton, CO 80125	# Stories	1.00	Flood Zone:				UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No		Excess Flood Applies: No				Otherwise Classified:	\$13,343.00			

Property Schedule

Coverage Period: 1/1/2021-EOD 12/31/2021

Named Member:

Roxborough Village Metropolitan District

Broker:

T. Charles Wilson Insurance Service

Per Occurrence Deductible: \$ 250.00

Location/Premise Address / Description	Construction Class	Prot. Class	Valuation	Values	Property Contrib.	Quake Contrib.	Flood Contrib.
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Location / Premise#	Unique#	935	Not Assigned	2	Replacement	Buildings:		\$ 92	\$	\$
Dugouts at Community Park	Year Built:		Term:	1/1/2021 to 12/31/2021		Contents:				
7673 North Rampart Range Road	Sq. Feet:		County:	Douglas	Ded:	\$ 250.00	EDP:			
Littleton, CO 80125	# Stories		Flood Zone:	Zone BX		UG Pipes:				
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No		Excess Flood Applies: No			Otherwise Classified:	\$25,000.00			

Totals:	Buildings:	\$304,258.00	\$4,478.00	\$0.00	\$0.00
	Contents:	\$0.00			
	EDP:	\$0.00			
	Business Inc:	\$0.00			
	UG Pipes:	\$0.00			
	Otherwise Classified:	\$996,904.00			

Minimum Property Contribution: \$400

Renewal Documents and Invoice 1/1/2021 to EOD 12/31/2021

Acceptance of this coverage is evidenced only by payment of the enclosed invoice by January 1, 2021. Please review the attached Coverage Contribution instructions for details about your payment.

The following renewal documents are enclosed where applicable:

1. Invoice: Payment is due upon receipt. Please return a copy of the invoice with your payment to ensure that it is applied correctly.
2. Coverage Declaration Pages: Informational page summarizing the key points about the coverage provided including limits and deductible descriptions for all coverage provided. Full coverage forms will be available at csdpool.org/documents on January 1, 2021.
3. Schedules: Lists of exposures and values.
4. Certificates of coverage: Originals are mailed directly to the Certificate Holders.
5. Automobile identification cards: Hard copies will be mailed.
6. Quote for Excess Liability limits: Limits of up to \$8 million, in excess of the primary \$2 million Liability limit, are available. Although the primary \$2 million Liability limit is sufficient to cover the CGIA tort cap, we do recommend that you consider purchasing higher limits primarily due to special districts' unlimited liability to federal civil rights, discrimination, harassment, whistle blowing, and other employment-related practices claims.
7. Net loss ratio comparison report by line of coverage: A comparison of losses over the last two years.



Renewal Notice

The annual contribution for your coverage with the Pool is due upon receipt of the invoice. To make a payment, please mail your check to

Colorado Special Districts Property & Liability Pool
PO Box 1539
Portland, OR 97207

For express or overnight mail services, please use the address below:

McGriff
1800 SW 1st Ave, Suite 400
Portland, OR 97201

Please include a copy of the invoice with your payment to ensure that it is accurately applied.

The Pool does not accept credit card payments; however, if you would like to make payment via wire transfer, please let us know and we will be happy to provide you with the wiring instructions.

Please be advised that in accordance with the Intergovernmental Agreement (IGA), automatic expulsion will occur on the 60th day should your account not be current. If you wish to reinstate your district's coverage after cancellation has occurred, a \$100 reinstatement fee will apply.

If your district requires a payment extension, please submit a request in writing by December 1, 2020 for consideration by the CSD Pool Board of Directors.

Another requirement for maintaining coverage with the Pool is adoption of the IGA and Resolution by each District's Board of Directors. The signed and executed agreements must be on file with the Pool Administrator within 60 days of initial binding of coverage with the Pool. This document is not required each year at renewal.

Finally, all members in the Pool must be members in good standing with the Special District Association of Colorado (SDA). The CSD Pool will non-renew coverage if the SDA determines that your membership dues are not current.

For billing questions, please email us at billing@csdpool.org or call us at 800-318-8870, ext. 3.

Environmental Committee Updates

Willow Creek Crossing Design:

We think the best, and most economical, option is to dig out the two 30" pipes that are there and replace them with a 10+ foot wide, 18" high box culvert that sits at the stream bed level. We'd need to raise the sidewalk up just a bit to accommodate the higher culvert. The extra culvert width would potentially make it easier for West Metro Fire to use that crossing during emergencies; the sidewalk would remain 8' but have some rock added to the sides. Because of the additional width and the fact that the sidewalk will be only about a foot above the streambed, we think we could avoid needing handrails on the sides.

Maps:

The committee is planning on developing three maps of the district to help guide future work:

a) A landscaping map will show what areas are designated turf, irrigated landscaping, and mowing cycles. The primary driver for this map is to ensure unirrigated areas are mowed with a timeframe that reduces invasive plants and increases native plants and wildlife value.

b) A habitat restoration map will show where we are planning on planting trees and other native plants, what species will be planted, and when. This map will help provide a tree planting guide in two areas in particular: the area north of the soccer field along Waterton Rd and around Crystal Lake.

c) A trail map will show both existing and planned footpaths, bike paths, and fire access roads. In particular, this map will help guide West Metro Fire in the event a fire occurs in the district's open space and it will help identify future trails to access the Dakota Hogback and Roxborough State Park.

Website update:

The Roxborough website was updated with photos and details of our wildflower planting. We're currently considering adding a separate page devoted to the Environmental Committee.

While we were investigating the stream crossing we noticed a few open space incursions:

7372 Eagle Rock Dr Littleton, CO 80125	Rocks recently added in front of gate.
7412 Eagle Rock Dr Littleton, CO 80125	Recent addition of raised mulched area surrounded by stones.
7434 Eagle Rock Dr Littleton, CO 80125	Rocks added along fence a while ago.
7454 Eagle Rock Dr Littleton, CO 80125	Rocks added along fence a while ago.

M E M O R A N D U M

DECEMBER 9, 2020

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

FR: BEN KELLY

RE: UPDATE ON REC CENTER TASK FORCE & COMMUNICATIONS

A brief update on the formation of the Rec Center Task Force and next steps:

- There were 26 applicants for the Rec Center Task Force, all of whom represent a wonderful cross-section of the Roxborough Village community, and we selected twelve (in addition to *ex officio* members Calvin Jones and Ed Wagner from the Metro District board). Every applicant presented unique backgrounds, personal and professional experience, involvement in the community, and interest in both this potential project and keeping Roxborough Village a great community.
- Working with Calvin and Ed as the Metro District's board committee on the Rec Center process, we worked to build a Task Force roster that is representative of the Roxborough Village community in terms of age, gender, experience (professional, personal, community, etc.), longtime residents and more recent residents, and geographic distribution across the Metro District.
- We notified all the applicants on Friday, December 4. I am working my way through 30-minute phone calls with each of the selected applicants to confirm their participation, make introductions, provide some orientation and overview of the process, and answer any preliminary questions. I plan to conclude this outreach this week.
- For the applicants who were not selected for the Task Force, we also contacted them to thank them for their interest. We will look for opportunities for them to participate and engage in this process over the next few months.
- The dates for the January-May meetings have not been set, but the plan is a framework of monthly meetings, in the evening, and conducted virtually until public health regulations with the pandemic are relieved. We're crossing our fingers for in-person activity in the spring, but we will wait and see.
- I am working on developing the agendas and content for the first two meetings (Jan & Feb).
- There will be many opportunities for the community to engage and provide feedback during the Task Force process. Task Force information and background materials will be posted on the Metro District website at <https://www.roxboroughmetrodistrict.org/rec-center-task-force>, and regular updates will be provided to the community through Metro District communications.

ROXBOROUGH VILLAGE RAMPART RANGE ROAD NEIGHBORHOOD PARK

UPDATED CONCEPT DESIGN AND COST INFORMATION
DECEMBER 2020

RAMPART RANGE ROAD PLAYGROUND – LOCATION

Rampart Range Road Neighborhood Park

- Approximate Size of Existing Area is 50' X 50'
- Located between two primary pedestrian crossings on Rampart Range Road



General Summary of Previous Board Meeting Feedback

1. Add special needs swing and consider universal access
2. Look to add soil/berms around the edges to help buffer from the road
3. Add shade structure
4. Continue moving forward on refinements

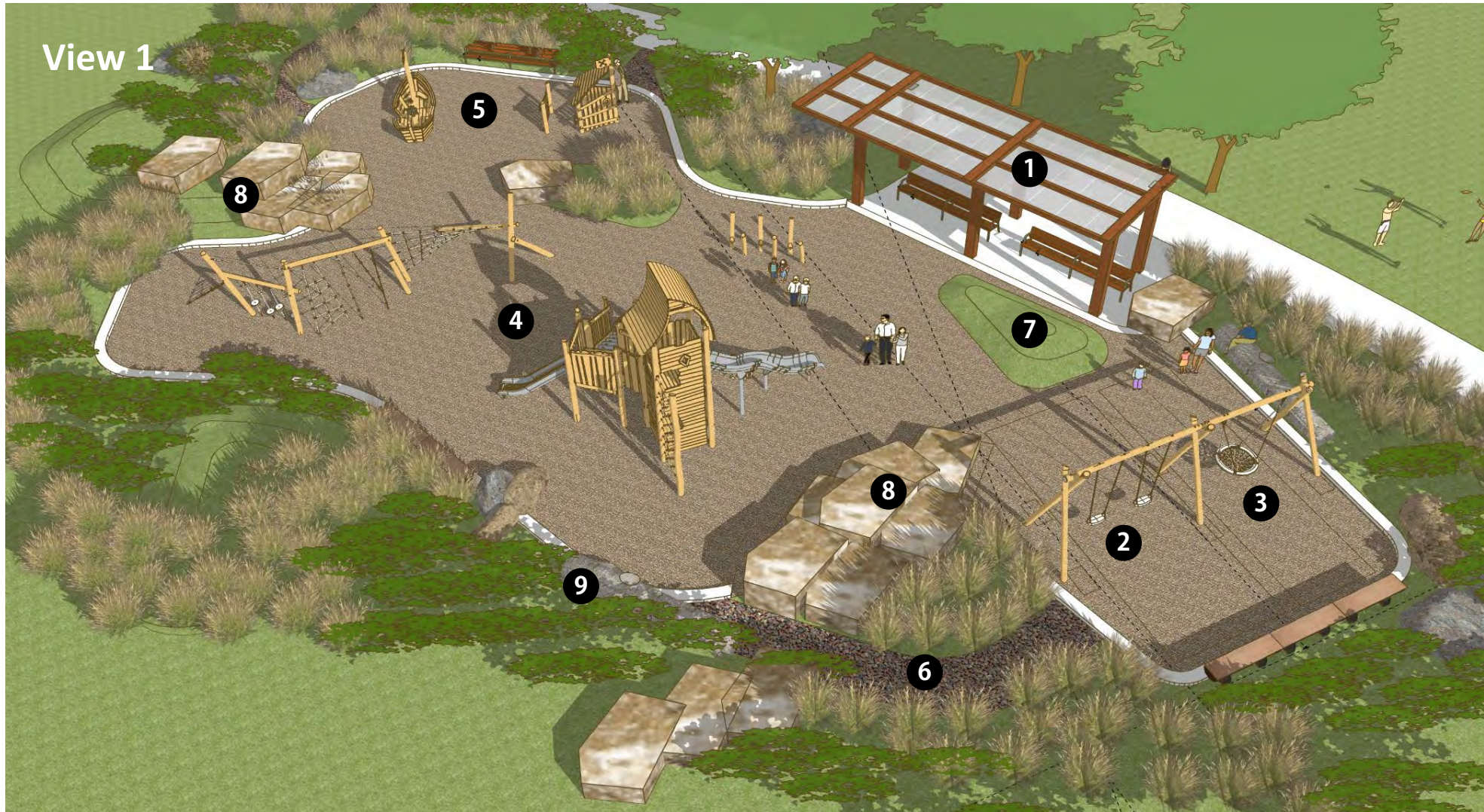
RAMPART RANGE ROAD PLAYGROUND

Example of Desired Character | Centennial Center Park



RAMPART RANGE ROAD PLAYGROUND - CONCEPT STUDY

Revised Playground Concept Overview



- 1 Shade Structure & seating area
- 2 Swings
- 3 Nest Swing
- 4 Themed Play Equipment (5-12)
- 5 Themed Play Equipment (2-5)
- 6 Nature Play Trial
- 7 Play Mounds
- 8 Climbing Boulders
- 9 Logs

RAMPART RANGE ROAD PLAYGROUND - CONCEPT STUDY

Revised Playground Concept

View looking north



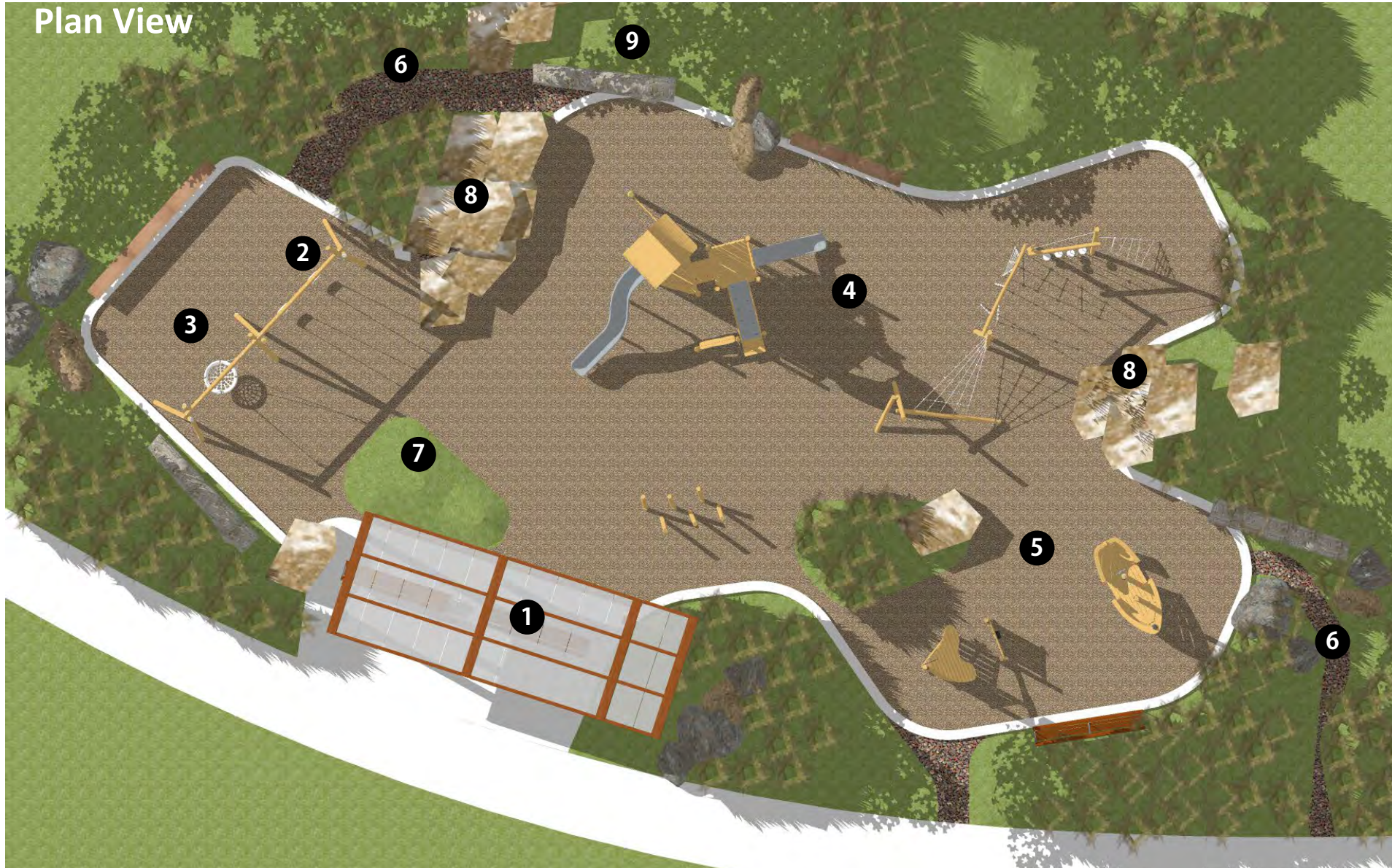
RAMPART RANGE ROAD PLAYGROUND - CONCEPT STUDY

Revised Playground Concept
View looking southeast



RAMPART RANGE ROAD PLAYGROUND - CONCEPT STUDY

Revised Playground Concept Plan View – (north to the right)



- ① Shade Structure & seating area
- ② Swings
- ③ Nest Swing
- ④ 5-12 age group play equipment
- ⑤ 2-5 age group play equipment
- ⑥ Nature Play Trial
- ⑦ Play Mounds
- ⑧ Climbing Boulders
- ⑨ Logs

**RESOLUTION NO. 2020-11-__
OF THE BOARD OF DIRECTORS OF
ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
DOUGLAS COUNTY, COLORADO**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF ROXBOROUGH VILLAGE
METROPOLITAN DISTRICT, DOUGLAS COUNTY, COLORADO, APPROVING AN
AGREEMENT WITH CLIFTONLARSONALLEN, LLP FOR THE PROVISION OF
PROFESSIONAL MANAGEMENT SERVICES TO THE DISTRICT FOR THE YEAR
OF 2021**

WHEREAS, the Board of Directors of Roxborough Village Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), has made a determination that it would be beneficial to the District to enter into an agreement with the firm of CliftonLarsonAllen, LLP to provide management services to the District in the capacity of District Manager to the District, for the calendar year of 2021.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF ROXBOROUGH VILLAGE METROPOLITAN DISTRICT, DOUGLAS COUNTY, COLORADO:

That the engagement letter from the firm of CliftonLarsonAllen, LLP, attached hereto as Exhibit A, is hereby approved, and the appropriate officers of the District are hereby authorized and directed to execute the same on behalf of the District.

APPROVED AND ADOPTED this ____ day of December, 2020, by a vote of ____ for and ____ against.

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

By: _____
Calvin Brown, President

ATTEST:

By: _____
Edward Wagner, Secretary

EXHIBIT A

2021 ENGAGEMENT LETTER FOR MANAGEMENT SERVICES FROM
CLIFTONLARSONALLEN, LLP

November 19, 2020

Board of Directors
Roxborough Village Metropolitan District

RE: Management Services for Roxborough Village Metropolitan District

Dear Board of Directors:

CliftonLarsonAllen LLP (“CLA”) is pleased to serve the Roxborough Village Metropolitan District (hereinafter “you” or the “District”) as your professional management consultant. The purpose of this engagement letter is to confirm the terms of our agreement. All persons performing under this agreement shall be employees of CLA, and shall be independent contractors. Employee compensation insurance, business liability insurance and all other insurance coverages and employee benefits will be provided by CLA, and such expenses shall be part of the hourly fee included in the rate structure. Subject to annual appropriation, the terms of our engagement **will apply to the initial and all subsequent periods, unless the agreement is changed in an amendment that we both sign or terminated as permitted herein.**

Matt Urkoski will be the principal responsible for the engagement (the “District Manager”). In addition to the services that we are to provide under this engagement letter, we would also be pleased to assist the District on other issues as they arise throughout the year. Any such future services are outside the scope of this engagement and their terms would be covered by a separate engagement letter.

Scope of Management Services

CLA will perform the following services for the District:

District Board of Directors (“Board”) Meetings

- Coordination of all Board meetings;
- Meeting Attendance: District Manager and/or designee will attend all Board meetings;
- Preparation and distribution of agenda and informational materials;
- Preparation of meeting minutes for all meetings;
- Preparation and posting of legal notices required in conjunction with the meetings;
- Other details incidental to meeting preparation and follow-up.

Recordkeeping

- Maintain lists of persons and organizations for correspondence;
- Vendor listing as needed or requested by the Board;
- Repository of all District records and act as Custodian of records for purposes of CORA (as that term is defined in the District’s Resolution Designating an Official Custodian for Purposes of the Colorado Open Records Act, Sections 24-72-201 *et seq.*, C.R.S.).

Communications

- 24/7 answering and paging services;
- Website administration. It is recommended that the District have a website; however, CLA will not provide a website for the District on CLA's website. CLA will oversee daily management and maintenance of the District website as needed or requested by the District;
- Respond to routine inquiries, questions and requests for information regarding the District;
- Periodic reports to the Board regarding the status of District matters and actions taken or contemplated by the District Manager on behalf of the District as requested by the Board;
- Provide liaison and coordination with municipal, county and state governmental agencies.

Contract Administration

- Insurance administration, including risk evaluation, comparison of coverage, processing claims, completion of applications, monitoring expiration dates, processing routine written and telephone correspondence;
- Ensure all contractors and sub-contractors maintain the required insurance coverage for the District's benefit;
- Bidding, contract and construction administration and supervision of project processes assigned by the Board and project contractors;
- Confer with and coordinate legal, accounting, engineering, auditing and other professional services to the District by those professionals and consultants retained by the District as directed by the Board (CLA itself will not and cannot provide legal services);
- Represent the District with other entities and bodies as requested by the Board (but not as its representative for legal matters);
- Bid, contract, and supervise all District vendors

Document Administration

- Provide coordination and administration for the continuing revision of the District's Rules and Regulations;
- Provide framed aerial photographic mapping of the District, if requested;
- In conjunction with and at the direction of the District's legal counsel, coordinate all elections for the District in accordance with state law, including preparation of election materials, publications, legal notices, training session for election judges and general election assistance;
- Administer any legal documents, permits, or agreements that relate to or District facilities and any Rules and Regulations adopted by the Board.

Accounts Payable Services to be Provided:

- Receive and process all invoices;
- Coordinate review, approval and coding of all invoices with District Accountant to ensure timely payment

In addition to these services, when, in the professional opinion of the District Manager, other services are necessary, the District Manager shall recommend the same to the Board or perform such services and report to the Board the nature of such services, the reason they were required, and the result achieved; provided however, with the exception of emergencies, that if such additional services are expected to cost more than \$2,000.00, the District Manager shall discuss such costs with the Board and receive prior authorization to perform such services.

Service Satisfaction and Terms of Agreement

If you are not completely satisfied with the services performed by CLA, we will take reasonable corrective action to satisfy you, and then if you are not completely satisfied, we will accept a portion of the fees that reflects your level of satisfaction. Upon full payment of our invoice, we will assume you are satisfied with our work and our service commitment will have been fulfilled.

To ensure that our services remain responsive to your needs, as well as fair to both parties, we will meet with you throughout the term of the agreement and, if necessary, revise or adjust the scope of the services to be provided and the fees to be charged.

Furthermore, it is understood that either party may terminate this agreement at any time, for any reason, by giving 30 days written notice to the other party. In that event, the provisions of this agreement shall continue to apply to all services rendered prior to termination. It is understood that any unpaid fees that are owed or invoices that are outstanding at the date of termination are to be paid in accordance with the terms of this agreement.

Notwithstanding the foregoing, unless terminated pursuant to the terms listed above, or unless the District determines not to appropriate funds for this agreement for the next succeeding year, this agreement shall automatically renew for each succeeding year for an additional one (1) year term commencing January 1 of the next succeeding year.

Fees, time estimates, and terms

Our fees for these services will be on a time and materials basis based on the rates below, the time involved and the degree of responsibility and skills required, plus expenses including internal and administrative charges that will be billed at cost. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. Subject to the conditions and limitations of this agreement, you will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

The hour rates currently in effect for our services are as follows:

- Principals \$225 - \$325
- Public managers \$150 - \$225
- Assistant public managers \$135 - \$150
- Public management analysts \$100 - \$135
- District administrators \$125 - \$140
- Record retention coordinators \$ 95 - \$110

As our rates change over time, we will provide an updated rate schedule for written Board approval. Invoices will be itemized to include the 1) date of performance of the services, 2) description of the service performed, 3) individual performing the service, and 4) time spent. Invoices will be submitted monthly and are subject to review by the District's Board.

The charges for our work are based upon the time involved, degree of responsibility assumed and skills required, plus administrative expenses. Bills for services are due when submitted. Interim bills may be submitted at periodic dates. If a bill for services is not paid when due, we reserve the right to cease work and withdraw from the engagement. We will also add a Technology and Client Support Fee of five percent (5%) of all professional fees billed.

CLA and the district have agreed on a fixed fee arrangement based on specific scope of services as outlined in Addendum A. Such Addendum A will be updated or replaced if there are changes to this arrangement.

Cost of Materials

Actual and direct out-of-pocket expenses necessary to the performance of the services, including out-of-town mileage, travel, meals, and lodging, will be billed at cost and are not included in the fees quoted above.

Other fees

You also agree to compensate us for any time and expenses, including time and expenses of legal counsel, we may incur in responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings that we are asked to respond to on your behalf.

Finance charges and collection expenses

You agree that if any statement is not paid within 30 days from its billing date, the unpaid balance shall accrue interest at the monthly rate of one and one-quarter percent (1.25%), which is an annual percentage rate of 15%.

Technology

CLA may, at times, use third-party software applications to perform services under this agreement. You authorize CLA to sign on your behalf any vendor agreements applicable to such software applications. CLA can provide a copy of the application agreement at your request. You acknowledge the software vendor may have access to your data. CLA will implement and maintain reasonable security procedures and practices that are appropriate to the nature of any personal identifying information (as that term is defined by Section 24-73-101(4)(b), C.R.S.) disclosed to CLA and reasonably designed to help protect any such personal identifying information from unauthorized access, use, modification, disclosure, or destruction.

Illegal Aliens

Certification. Prior to the execution of this agreement, CLA shall certify to the District, as attached hereto as Attachment 1 and incorporated herein by this reference, that at the time of certification, it does not knowingly employ or contract with an illegal alien who will perform work under this agreement and that CLA will participate in either the E-Verify Program administered by the U.S. Department of Homeland Security and the Social Security Administration, or in the Colorado Department of Labor and Employment's Employment Verification Program (the "Department Program"), as further described in Paragraph 10(F) below, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this agreement.

Prohibited Acts. CLA shall not:

1. Knowingly employ or contract with an illegal alien to perform work under this agreement; or
2. Enter into a contract with a subcontractor that fails to certify to CLA that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this agreement. CLA shall provide the District with all certifications received from subcontractors in which subcontractors certify that said subcontractors do not knowingly employ or contract with an illegal alien to perform work under this agreement.

Verification.

1. CLA has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this agreement through participation in either the E-Verify Program or the Department Program.
2. CLA shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this agreement is being performed.
3. If CLA obtains actual knowledge that a subcontractor performing work under this agreement knowingly employs or contracts with an illegal alien, CLA shall:
 - (i) Notify the subcontractor and the District within three (3) days that CLA has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - (ii) Terminate the subcontract with the subcontractor if, within three (3) days of receiving the notice required pursuant to subparagraph (i) hereof, the subcontractor does not stop employing or contracting with the illegal alien; except that CLA shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Duty to Comply With Investigations. CLA shall comply with any reasonable request by the Colorado Department of Labor and Employment (the "Department") made in the course of an investigation conducted pursuant to Section 8-17.5-102 (5), Colorado Revised Statutes, to ensure that CLA is complying with this Paragraph of the agreement.

Breach. If CLA violates a provision of this Paragraph, the District may terminate the agreement for a breach of the agreement. If the agreement is so terminated, CLA shall be liable for actual and consequential damages to the District. The District shall notify the Colorado office of the Secretary of State if CLA violates a provision of this paragraph of the agreement and the District terminates the agreement.

Agreed and Accepted

This engagement letter constitutes the entire agreement regarding services to be provided to you and will supersede all prior agreements, understandings, negotiations, and discussions between us relating to the scope of services described in this letter, whether oral or written. This agreement may be supplemented only by other written agreements.

If the above terms and conditions are in accordance with your understanding and acceptable to you, please sign and date where indicated and send a signed copy to us. This agreement shall be effective upon the date of signature and may be supplemented only by other written agreements.

We very much appreciate the opportunity to serve you and will be pleased to discuss any questions you may have.

Sincerely,

CliftonLarsonAllen LLP



Matt Urkoski, Principal
303-265-7919
Matt.Urkoski@claconnect.com

The services described in the foregoing letter are in accordance with our requirements, and we understand and agree to the terms and conditions recited above.

Roxborough Village Metropolitan District

By

Title

Date

ATTACHMENT 1

CERTIFICATION REGARDING ILLEGAL ALIENS

To: ROXBOROUGH VILLAGE METROPOLITAN DISTRICT

I, _____, as _____ of CliftonLarsonAllen LLP, the prospective "Contractor" for that certain contract for management services to be entered into with Roxborough Village Metropolitan District, do hereby certify on behalf of said Contractor that, as of the date of this Certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under this agreement and that Contractor will participate in either the E-Verify Program administered by the U.S. Department of Homeland Security and the Social Security Administration, or in the Colorado Department of Labor and Employment's Employment Verification Program pursuant to Section 8-17.5-102(5)(c), Colorado Revised Statutes in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this agreement.

Executed on the ____ of _____, 20__.

CLIFTONLARSONALLEN LLP

By: _____

Its: _____

ADDENDUM A: FEES (PUBLIC MANAGEMENT SERVICES)

Roxborough Village Metropolitan District

Fees and terms:

CLA is pleased to continue providing public management services to the Roxborough Village Metropolitan District

The agreed fees for our public management services are as listed below. If we are requested to perform work outside of the specified scope of services below, that work will be billed at our standard hourly rates.

CLA'S 2020 STANDARD HOURLY RATES FOR PUBLIC MANAGEMENT SERVICES:

- Principals \$225 - \$325
- Public managers \$150 - \$225
- Assistant public managers \$135 - \$150
- Public management analysts \$100 - \$135
- District administrators \$125 - \$140
- Records retention coordinators \$ 95 - \$110

All previously stated terms and conditions of our engagement remain in effect unless stated otherwise in an amended or updated engagement letter for services.

Sincerely Yours,

CliftonLarsonAllen, LLP

RESOLUTION 2020-11-__
OF THE BOARD OF DIRECTORS OF
ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
DOUGLAS COUNTY, COLORADO

A RESOLUTION APPROVING SERVICES AGREEMENT
WITH METCO LANDSCAPE, INC. FOR LANDSCAPE SERVICES

The Roxborough Village Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), has received a proposal from Metco Landscape, Inc., a Colorado corporation (the “Contractor”), to provide landscaping services, as more specifically described in the Services Agreement attached hereto as Schedule A (the “Agreement”); and

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

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

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

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

APPROVED AND ADOPTED this 17th day of November, 2020, by a vote of __ for and __ against.

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

By: _____
Calvin Brown, Vice-President

ATTEST:

By: _____
Edward Wagner, Secretary

SCHEDULE A

Services Agreement with Metco Landscape, Inc. for Landscape Services

EXHIBIT C*STANDARD LANDSCAPE SERVICES***SERVICE** **FREQUENCY/TIMES PER YEAR**

Irrigated turf area mowing (mow, trim, blow)	28	April - October
Litter pick-up-Landscaped Area (Summer)	26	April - October
Litter pick-up-Landscaped Area (Winter)	24	October - April
Edging-Irrigated Turf Areas (Bi-Weekly)	14	April - October
Fertilization-Irrigated turf areas	3	April/May, July & Sept
Core Aeration-Irrigated turf areas	2	April/October
Broadleaf Weed Spray-Irrigated Turf Areas	3	April/May, July & Sept
Manual Weed Control-Landscaped Beds	28	April - October
Chemical Weed Control-Landscaped Beds. Sidewalks and Curb/Gutter	7	April - October
Irrigation Winterization	1	October
Spring Clean Up-Landscaped areas (includes cutting back perennial grasses)	1	April
Fall Clean Up-Landscaped areas (includes cutting back perennial flowers)	1	November
Pre-Emergent Application-Mulch and rock beds, irrigated turf areas as needed	1	April
Tree Well Maintenance (Chemical Application)	2	April - October
Shrub/Tree Pruning (under 10')-Aesthetic	2	June & September
Irrigation Activation	1	April
Irrigation System Checks	28	April - October
Site Inspections	12	January - December

Totals

Total Contract Price	\$ 170,530.00
Monthly Payment Amount (January - December)	\$ 14,210.83

Additional Services Not Included in Base Price

Fall Aeration	Upon Approval	Included
Native Area Maintenance (Mowing, Trash)	Upon Approval	Included
Native Area Weed Control	Upon Approval	T & M
Annual Flowers Installation and Maintenance	Upon Approval	T & M
Irrigation System Repair	Upon Approval	T & M
Insect and Disease Control	Upon Approval	T & M
Tree Wrap/Unwrap	Upon Approval	T & M
Winter Watering Each	Upon Approval	T & M
Large Debris Removal	Upon Approval	T & M

2021 Extra Work Rates

\$45.32	Per hour, foreman with truck
\$41.20	Per hour, laborer, general labor.
\$52.53	Per hour, laborer with equipment.
\$91.67	Per hour, native area mowing.
\$66.95	Per hour, irrigation technician.
\$108.15	Per backflow plus applicable fees— backflow testing.
\$52.53	Per hour, irrigation helper.
\$89.00	Per hour, hand watering.
\$97.85	Per hour, emergency call. (2 Hour Minimum)
\$91.67	Per hour, chemical application
\$81.37	Per hour, landscape consultation.

- One hour minimum charge per service provided. Billable time will be rounded to nearest 1/2 hour.
- Mobilization costs, portal to portal, will be included in the hourly services for each visit.
- Dump fees, material costs, and equipment fees will be added to invoices as applicable.
- A proposal for landscape projects is available upon request.
- Landscape consultation charges may be removed upon approved proposal.
- Emergency Calls should only be made to prevent damage to persons or property (including but not limited to continuously running water). An Emergency Call is defined as a call for service outside of normal business hours, Monday through Friday 8:00 am to 5:00 pm, and holidays.

****Holiday time is applicable on the following days: Thanksgiving Day, Friday after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day and New Year's Day, and Easter.**

EXHIBIT D

LANDSCAPE MAINTENANCE MAP

EXHIBIT E*SPECIAL SERVICES*

<u>Special Services</u>	<u>Cost</u>
Irrigation repairs (CLIA Technician)	\$65.00 / hr + materials
Junior Technician	\$51.00 / hr + materials
Turf repairs (including removal, prep, sod, straw mulch)	\$T&M / sf (min. 1000 sf) (less per quote)
Tractor-Mower	\$89.00 / hr
Walk-Behind Mower	\$51.00 / hr
Hydro mulch (including seed)	\$T&M / sf
Notify District if there is a minimum job size	\$
Pesticide spray per hour	\$T&M / hr + materials
Trees and shrubs fertilization	\$T&M / hr
Deep root watering	\$89.00 / hr
Tree wrap - trees with diameter over 4"	\$T&M / tree
Pruning of trees - having height in excess of 10 feet	per separate quote based on time and material
Pruning of shrubs - having height in excess of 10 feet	per separate quote based on time and material
Flowers for beds (preparation, fertilizer, seasonal care)	\$13.50 / sf
Leaf removal	\$T&M / hr
Broom per hour	\$51.00 /hr
Sand application/lbs.	\$T&M / lb.
Tennis court/Basketball court high-pressure wash hard courts	\$51.00 each
Baseball infield – inspection and correction of low spots in turf areas	per separate quote based on time and material
Baseball infield – edging, compaction, and rake smooth	\$T&M
Baseball infield – inspection of backstop fence	\$40.00/hr
Sidewalks and trails – power sweep	\$51.00/hr

Labor Rates

General laborer	\$40.00 / hr
Supervisor	\$79.00 / hr
Emergency calls	\$84.00 / hr

Miscellaneous

Trash removal - additional pick-ups	
Trash receptacles	\$20.00 / receptacle
Ponds and drainages	\$T&M / occurrence
Wood mulch	\$52.95/ CY
Top dressing - top soil	\$T&M / CY
Top dressing - infield mix	\$T&M / CY

RESOLUTION 2020-11-___
OF THE BOARD OF DIRECTORS OF
ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
DOUGLAS COUNTY, COLORADO

A RESOLUTION APPROVING SERVICES AGREEMENT
WITH METCO LANDSCAPING, INC. FOR SNOW REMOVAL SERVICES

The Roxborough Village Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), has received a proposal from Metco Landscape, Inc., a Colorado corporation (the “Contractor”), to provide snow removal services, as more specifically described in the Services Agreement attached hereto as Schedule A (the “Agreement”); and

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

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

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

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

APPROVED AND ADOPTED this 17th day of November, 2020, by a vote of ___ for and ___ against.

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

By: _____
Calvin Brown, Vice-President

ATTEST:

By: _____
Edward Wagner, Secretary

SCHEDULE A

Services Agreement with Metco Landscape, Inc. for Snow Removal Services

EXHIBIT B*SNOW REMOVAL RATES*

Service or Equipment Item	Billing Unit	Non-holiday Weekday Rate (includes weekends)	Holiday Rate** 1.5X
4x4 Pick-Up with 7.5 Foot Plow	Per hour	\$108.15	\$162.23
Stakebody with Plow	Per hour		
Tandem with Plow	Per hour		
Dump Truck - 15 yard	Per hour	\$185.40	\$278.10
Sand Truck	Per hour		
Backhoe	Per hour		
Loader	Per hour		
ATV/Tool Cat with blade	Per hour	\$82.40	\$123.60
Skid Steer with Pusher/plow	Per hour	\$159.65	\$239.48
Skid Steer with Bucket	Per hour	\$159.65	\$239.48
Front End Loader (2-hr minimum)	Per hour	\$257.50	\$386.25
Front End Loader with Pusher/Box (2-hr minimum)	Per hour	\$257.50	\$386.25
Snow Blower	Per hour	\$66.95	\$100.43
Supervisor	Per hour		
Laborer/Shoveling	Per hour	\$56.65	\$84.98
Ice Slicer (plus \$135.00 per hour for application)	\$236.90 Per Ton	\$135.00	\$202.50
Ice Melt (plus \$65.00 per hour for application)	\$.82Per lb	\$65.00	\$97.50
Liquid Magnesium	Per gallon		
Standby Rate, Ice Watch Rate	Per hour		
Obstacle Identification service plus \$3.60 per stake	Per hour	\$77.25	\$115.88

- All services to be invoiced per hour, with a one-hour minimum charge per service and job site.
- All material to be invoiced per pound or per ton.
- Mobilization costs, portal to portal, will be included in hourly services for each visit.

** Holiday rate is applicable on the following days: Thanksgiving Day, Christmas Day, New Year's Day and Easter. Holiday rate is 1.5 times the normal rate.

EXHIBIT C**EMERGENCY SNOW REMOVAL RATES**

For use in extreme snow/blizzard events, of 12 inches or greater accumulation
in one 24-hour period.

Service or Equipment Item	Billing Unit	Non-holiday Weekday Rate (includes weekends)	Holiday Rate** 1.5X
Mobilization time, portal to portal	Per hour	\$260.00	\$390.00
Fueling Heavy Equipment	Per hour	\$75.00	\$112.50
Pick-Up Truck with 7.5 Foot Plow	Per hour	\$150.00	\$225.00
Hand Shoveling (per laborer)	Per hour	\$75.00	\$112.50
Snow Blower	Per hour	\$94.00	\$141.00
ATV with Blade	Per hour	\$115.00	\$172.50
Skid Steer with Bucket	Per hour	\$210.00	\$315.00
Skid Steer with Pusher/Plow	Per hour	\$210.00	\$315.00
Front End Loader with Pusher/Box	Per hour	\$345.00	\$517.50
Front End Loader (2 -hr minimum)	Per hour	\$345.00	\$517.50
Dump Truck – 15 yard	Per hour	\$250.00	\$375.00
Ice Melt - \$1.50 per pound	Per hour application	\$65.00	\$97.50
Ice Slicer - \$250.00 per ton	Per hour application	\$315.00	\$472.50
Obstacle Identification Service, \$5.00 per Stake (if requested by client)	Per hour	\$95.00	\$142.50

- One hour minimum charge per service and job site.
- Rental Equipment will be contracted as available upon approval from Client. The Contractor will monitor weather to be prepared in the event of a large storm and have necessary resources available, however assumes no liability for the unavailability of rental equipment and operators.

**Holiday rate is applicable on the following days: Thanksgiving Day, Christmas Day, New Year's Day and Easter. Holiday rate is 1.5 times the normal rate.

RESOLUTION 2020-12-____
OF THE BOARD OF DIRECTORS OF
ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
DOUGLAS COUNTY, COLORADO

A RESOLUTION APPROVING SERVICES AGREEMENT
WITH MULHERN MRE, INC. FOR 2021

The Roxborough Village Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"), has received a proposal from **MULHERN MRE, INC** (the "Contractor"), to provide the 2021 engineering services to the District, as described in the Services Agreement attached hereto as Schedule A (the "Agreement"); and

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

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

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

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

APPROVED AND ADOPTED this ____ day of December, 2020, by a vote of ____ for and ____ against.

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

By: _____
Calvin Brown, President

ATTEST:

By: _____
Edward Wagner, Secretary

SCHEDULE A

Services Agreement Mulhern MRE, Inc.

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this “Agreement”), is made and entered into this 1st day of January, 2021, by and between **ROXBOROUGH VILLAGE METROPOLITAN DISTRICT**, a quasi- municipal corporation and political subdivision of the State of Colorado, whose address is c/o CliftonLarsonAllen LLP, 8390 East Crescent Parkway, Suite 300, Greenwood Village, Colorado 80111-4814 (the “District”), and **MULHERN MRE, INC.** a Colorado corporation, whose address is 188 Inverness Drive West, Suite 150, Englewood, Colorado 80112 (the “Contractor”).

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

CONTRACTOR INFORMATION:

Soc. Sec. or Tax I.D. #:	84-1159076
Telephone Number:	(303) 649-9857
E-mail:	scott@mulhernmre.com
Contact Person:	Scott Barnett

IT IS HEREBY AGREED AS FOLLOWS:

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

DISTRICT:

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

CONTRACTOR:

MULHERN MRE, INC.
a Colorado corporation

By: Calvin Brown, President

By: Randall S. Warren, President

TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. INSURANCE.

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

b. Required Coverage Amounts.

i. Workers' Compensation Insurance in accordance with applicable law.
 ii. Commercial general liability insurance in the amount of \$1,000,000.00 combined single limit bodily injury and property damage, each occurrence; \$2,000,000.00 general aggregate.

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

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

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

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

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

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

5. **INDEMNIFICATION.** To the fullest extent permitted by law, Contractor shall indemnify and hold harmless District, District's Representative, District's consultants, agents and officers, from and against all claims, damages, losses, and expenses, including attorney fees, arising out of or resulting from performance of the Work under this Agreement, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or

destruction of tangible property, including loss of use resulting therefrom, but only to the extent caused in whole or in part by the negligent acts of Contractor, Contractor's sub-Contractors, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party described in this paragraph. In claims against any person or entity indemnified under this paragraph by an employee of Contractor, Contractor's sub-Contractors, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by limitation on amount or type of damages, compensation, or benefits payable by or for Contractor or Contractor's sub-Contractors under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts. Notwithstanding any provision to the contrary in any applicable law, District's claim for indemnification by Contractor shall not accrue, and any applicable statute of limitations shall not begin to run, until District's payment of a final judgment, arbitration award, or settlement arising out of any claim that is subject to Contractor's obligation to tender such indemnification.

6. SAFETY.

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

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

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

7. CHANGE ORDER PROCEDURES.

a. Contractor shall perform the duties and have the authority specified in Exhibit A. Contractor shall have no right or authority, express or implied, to take any action, expend any sum, incur an obligation, or otherwise obligate District in any manner whatsoever, except to the extent specifically provided in this Agreement or specifically authorized or ratified by the Board of Directors of District.

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

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

in performance of this Agreement and shall not be entitled to any reimbursement or compensation except unless such expenses are approved as provided herein.

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

8. DISPUTES.

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

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

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

10. TERM.

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

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

- c. This Agreement may be terminated by District with immediate effect and without prior notice or recourse to any judicial authority if Contractor:
- i. Breaches the terms of this Agreement.
 - ii. Becomes insolvent, is subject to a petition in bankruptcy filed by or against Contractor, or is placed under control of receiver, liquidator, or committee of creditors.
 - iii. Assigns or attempts to assign this Agreement without District's prior written consent.
 - iv. Ceases to function as a going concern or abandons the Designated Territory.
- d. If this Agreement is terminated, District will pay Contractor that portion of the Contract Price actually earned by Contractor through the date of termination, as determined by District's Representative in his reasonable discretion.
- e. Upon any termination, Contractor shall transfer title and deliver to District all work product which shall be deemed from and after the effective date of this Agreement to be the property of District. "Work Product" shall consist of all written materials maintained by Contractor in connection with performance of this Agreement, including but not limited to all maps, plans, drawings, specifications, reports, electronic files and other documents, in whatever form. Contractor shall maintain reproducible drawings of any project drawings which it obtains and shall make them available for District's use, and shall provide such copies to District upon request at commercial printing rates. Contractor shall be entitled to retain copies of all work product at its own expense.

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

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

13. ASSIGNMENT. Except as set forth herein, neither this Agreement, nor any of the parties' rights, obligations, duties or authority hereunder may be assigned in whole or in part by either party without the prior written consent of the other party which consent shall not be reasonably withheld. Any improper attempt of assignment shall be deemed void and of no force or effect. Consent to one assignment shall not be deemed to be consent to any subsequent assignment nor the waiver of any right to consent to such subsequent assignment.

14. MODIFICATION. This Agreement may be modified, amended or changed, except as otherwise provided herein, in whole or in part, only by an agreement in writing duly authorized and executed by both parties. Section 7 herein shall govern Change Order procedures hereunder.

15. INTEGRATION. This Agreement contains the entire agreement between the parties, and no statement, promise or inducement made by either party or the agent of either party that is not contained in this Agreement shall be valid or binding.

16. SEVERABILITY. Invalidation of any of the provisions of this Agreement or of any paragraph, sentence, clause, phrase, or word herein, or the application thereof in any given circumstance, shall not affect the validity of any other provision of this Agreement.

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

18. NOTICES. All notices must be in writing and (a) delivered personally, (b) sent by United States certified mail, postage prepaid, return receipt requested ("US Mail"), (c) placed in the custody

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

END OF TERMS AND CONDITIONS

EXHIBIT A

2021 Mulhern MRE, Inc. Billing Rates

RANDALL S. WARREN
 PRESIDENT
 303/649-9857 FAX 303/414-0671



188 INVERNESS DRIVE WEST, SUITE 150
 ENGLEWOOD, COLORADO
 80112

Managing Resources thru Engineering

District Services Billing Rates			
Mulhern MRE, Inc. - 2021			
Patrick Mulhern		\$156	
Randall Warren		\$156	
Luis Tovar		\$146	
Scott Barnett		\$136	
Joshua Nougaret		\$126	
Ron Lambert		\$125	
Laurie Tatlock		\$122	
Whitney Miller		\$115	
Kasie Warren		\$110	
Toby Austin		\$110	
Kelly Conover		\$92	
Ellen Buffy		\$86	

RESOLUTION 2020-12-__
OF THE BOARD OF DIRECTORS OF
ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
DOUGLAS COUNTY, COLORADO

A RESOLUTION APPROVING SERVICES AGREEMENT
WITH BAILEY TREE, LLC FOR TREE MAINTENANCE SERVICES

The Roxborough Village Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), has received a proposal from Bailey Tree, LLC, a Colorado limited liability company (the “Contractor”), to provide tree maintenance services, as more specifically described in the Services Agreement attached hereto as Schedule A (the “Agreement”); and

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

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

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

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

APPROVED AND ADOPTED this ____ day of December, 2020, by a vote of ____ for and ____ against.

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

By: _____
Calvin Brown, President

ATTEST:

By: _____
Edward Wagner, Secretary

SCHEDULE A

2021 Services Agreement with Bailey Tree, LLC

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this “Agreement”), is made and entered into this 1st day of January, 2021, by and between **ROXBOROUGH VILLAGE METROPOLITAN DISTRICT**, a quasi- municipal corporation and political subdivision of the State of Colorado, whose address is c/o CliftonLarsonAllen LLP, 8390 East Crescent Parkway, Suite 500, Greenwood Village, Colorado 80111-4814 (the “District”), and **BAILEY TREE, LLC**, a Colorado limited liability company, whose address is 13165 West Yale Place, Lakewood, Colorado 80228 (the “Contractor”).

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

CONTRACTOR INFORMATION:

Soc. Sec. or Tax I.D. #:	_____
Telephone Number:	(720) 940-6519
E-mail:	baileytreetrimming@gmail.com
Contact Person:	George Biedenstein

IT IS HEREBY AGREED AS FOLLOWS:

WORK TO BE PERFORMED. In accordance with the Terms and Conditions attached hereto, Contractor agrees to furnish all labor, tools, equipment, supervision, supplies, and other items necessary to perform the work (the “Work”) described in proposal dated December 2, 2020, to include Class 2 Deadwood pruning and Fertilizer Program, more specifically described on Exhibit A, attached hereto and incorporated herein by reference.

ADDITIONAL WORK. The Terms and Conditions of this Agreement shall apply to any services or work performed by the Contractor pursuant to a Work Order approved by the District during the current fiscal year.

CONTRACT PRICE. Subject to the provisions of the Terms and Conditions, District agrees to pay, and Contractor agrees to accept as full compensation for performing the Work a sum not to exceed Twenty-Eight Thousand One Hundred Thirty and 00/100 Dollars (\$28,130.00) (the “Contract Price”).

DISTRICT:

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

CONTRACTOR:

BAILEY TREE, LLC
a Colorado limited liability company

By: Calvin Brown, President

By: George Biedenstein, PHC Manager

TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. INSURANCE.

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

b. Required Coverage Amounts.

i. Workers' Compensation Insurance in accordance with applicable law.
 ii. Commercial general liability insurance in the amount of \$1,000,000.00 combined single limit bodily injury and property damage, each occurrence; \$2,000,000.00 general aggregate.

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

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

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

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

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

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

5. **INDEMNIFICATION.** To the fullest extent permitted by law, Contractor shall indemnify and hold harmless District, District's Representative, District's consultants, agents and officers, from and against all claims, damages, losses, and expenses, including attorney fees, arising out of or resulting from performance of the Work under this Agreement, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or

destruction of tangible property, including loss of use resulting therefrom, but only to the extent caused in whole or in part by the negligent acts of Contractor, Contractor's sub-Contractors, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party described in this paragraph. In claims against any person or entity indemnified under this paragraph by an employee of Contractor, Contractor's sub-Contractors, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by limitation on amount or type of damages, compensation, or benefits payable by or for Contractor or Contractor's sub-Contractors under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts. Notwithstanding any provision to the contrary in any applicable law, District's claim for indemnification by Contractor shall not accrue, and any applicable statute of limitations shall not begin to run, until District's payment of a final judgment, arbitration award, or settlement arising out of any claim that is subject to Contractor's obligation to tender such indemnification.

6. SAFETY.

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

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

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

7. CHANGE ORDER PROCEDURES.

a. Contractor shall perform the duties and have the authority specified in Exhibit A. Contractor shall have no right or authority, express or implied, to take any action, expend any sum, incur an obligation, or otherwise obligate District in any manner whatsoever, except to the extent specifically provided in this Agreement or specifically authorized or ratified by the Board of Directors of District.

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

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

in performance of this Agreement and shall not be entitled to any reimbursement or compensation except unless such expenses are approved as provided herein.

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

8. DISPUTES.

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

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

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

10. TERM.

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

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

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

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

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

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

e. Upon any termination, Contractor shall transfer title and deliver to District all work product which shall be deemed from and after the effective date of this Agreement to be the property of District. "Work Product" shall consist of all written materials maintained by Contractor in connection with performance of this Agreement, including but not limited to all maps, plans, drawings, specifications, reports, electronic files and other documents, in whatever form. Contractor shall maintain reproducible drawings of any project drawings which it obtains and shall make them available for District's use, and shall provide such copies to District upon request at commercial printing rates. Contractor shall be entitled to retain copies of all work product at its own expense.

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

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

13. ASSIGNMENT. Except as set forth herein, neither this Agreement, nor any of the parties' rights, obligations, duties or authority hereunder may be assigned in whole or in part by either party without the prior written consent of the other party which consent shall not be reasonably withheld. Any improper attempt of assignment shall be deemed void and of no force or effect. Consent to one assignment shall not be deemed to be consent to any subsequent assignment nor the waiver of any right to consent to such subsequent assignment.

14. MODIFICATION. This Agreement may be modified, amended or changed, except as otherwise provided herein, in whole or in part, only by an agreement in writing duly authorized and executed by both parties. Section 7 herein shall govern Change Order procedures hereunder.

15. INTEGRATION. This Agreement contains the entire agreement between the parties, and no statement, promise or inducement made by either party or the agent of either party that is not contained in this Agreement shall be valid or binding.

16. SEVERABILITY. Invalidation of any of the provisions of this Agreement or of any paragraph, sentence, clause, phrase, or word herein, or the application thereof in any given circumstance, shall not affect the validity of any other provision of this Agreement.

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

18. NOTICES. All notices must be in writing and (a) delivered personally, (b) sent by United States certified mail, postage prepaid, return receipt requested ("US Mail"), (c) placed in the custody

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

END OF TERMS AND CONDITION

EXHIBIT A

Bailey Tree Proposal for 2021



Bailey Tree LLC

13165 W. Yale PL.

Lakewood, Co 80228

720-940-6519

baileytreetrimming@gmail.com

PROPOSAL

Generated uniquely for
C/O Clifton Larson Allen

Please Email us to
accept and schedule
work

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

Clifton Larson Allen 20201202

Wednesday, December 2, 2020

C/O Clifton Larson Allen
8390 E Crescent Parkway Suite 300
Greenwood Village, CO 80111

303-779-5710

Estimator: George Biedenstien
3035878069

Worksite: Roxborough Village

Address: 10127 Waterton Rd
Littleton, CO 80125

Contact:

Requested Services

Task #	Item	Description	Quantity	Cost
1	Tree(s)	Class 2 Deadwood Prune	1	\$15,800.00
Tree Service for Roxborough Metro District for 2021				
Prune trees in district as needed to take care of dead and broken branches, Sidewalk and Road clearance, and unsightly branches				
Remove all dead, dying, diseased, cracked, or broken branches 1 inch in diameter and over. . Allow for 13 feet 6 inches of clearance over roadways and 8 feet of clearance over sidewalks as per city code. Remove debris & clean up work areas. Remove any dead ornamental trees and stump grinding.				
This includes a two man crew with chip truck for ten days. Large tree removals will be an extra charge.				
This work will be performed between January and March 2021				
2	Tree(s)	Fertilizer Program	1	\$12,330.00
This Service includes a systemic treatment applied by soil injection twice a year. Our late spring/early summer application promotes healthy growth in leaves & woody tissue, while the late summer/early fall application promotes healthy root growth to help the trees store their food over the winter.				
<u>*We strongly recommend continuing service for 2 to 3 years to see the full benefit of this treatment.</u>				
<u>*Payment Due After First Application.</u>				

Requested Services Total:

\$28,130.00

Total For All Services: \$28,130.00



ISA Certified Arborists

Robert Bailey RM-0603A
George Biedenstien RM-0756B

We accept Cash, Check, or Credit Card

Click here to PAY!



Page 1 of 2

Click here to check us out!



TERMS & CONDITIONS:

- 1--Our minimum service fee for trimming and/or removal work is \$200.00
- 2--Our minimum service fee for stump grinding is \$90.00
- 3--We do not have a minimum service fee for Plant Health Care (PHC) services (injections and spraying)
- 4--Please make sure no cars are parked under or near the tree(s) on the day of service.
- 5--All moveable objects under and around the tree, and in the pathway between the tree and the service truck, should be moved out of the work zones prior to a service crews arrival.
- 6--Tree services performed in the vicinity of delicate flowers and shrubs may result in some damage to those flowers and shrubs. To avoid this possibility please request a fall or winter schedule date.
- 7--All animal excrement in the areas the service crews will be working must be removed prior to the crews arrival. Failure to do so may result in an incomplete clean up.
- 8--Bailey Tree LLC will not be held responsible for damage to underground utilities not included in a standard locate request during removal, planting, stump grinding, or any subsurface application or service. All repairs will be billed accordingly. Underground utilities include, but are not limited to; sprinkler lines, heads of equipment, electric dog fences, private landscape wiring such as irrigation wires, or any unspecified buried outdoor wiring.
- 9--Prices quoted for or during winter months may need a requote if service is requested or required during non-winter months.
- 10--Cancellations requested with less than 24 hrs notice may be subject to a \$150 mobilization fee.
- 11--All invoices are due upon completion. Monthly finance charges at 18% per annum will accrue after 30 days.
- 12--The customer warrants that all trees upon which work is being performed either belong to the homeowner or that permission to work on them has been obtained by the owner. **IN THE EVENT OF ANY ERROR, BAILEY TREE LLC IS NOT TO BE HELD RESPONSIBLE.**
- 13--This estimate is for completing the job as described above. It is based on our evaluation and does not include additional services requested or required during or after this service is provided. Project timing is subject to change based on weather and other unforeseen circumstances.
- 14--Any changes to an accepted proposal must be emailed to us 24 hours prior to work being performed.
- 15--To accept a proposal is to acknowledge & accept these terms and conditions.



ISA Certified Arborists

Robert Bailey RM-0603A
George Biedenstern RM-0756B

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Memorandum

To: Roxborough Village Metropolitan District Board of Directors
Re: Drone Summary
Date: 11/17/20
From: Katie James

In regard to Unmanned Aircraft Systems (UAS) and specifically drones, my summary at the last meeting is correct. Only the FAA can regulate the use of UAS/drones. The most prudent way to handle any “regulation” at the District level is to point UAS flyers to FAA regulations and to safety regulations developed by groups like the Academy of Model Aeronautics (AMA). Below is a summary of FAA safety regulations and AMA protocols, and below are also links to FAA, Colorado Department of Transportation, and AMA web pages that further detail this concept.

FAA <https://www.faa.gov/uas/>

CO DOT <https://www.codot.gov/programs/aeronautics/FlyUASResponsibly>

AMA <https://www.modelaircraft.org/sites/default/files/documents/100.pdf>

I suggest revising the Rules and Regulations as follows:

Existing 1.13: “it shall be unlawful for any person...To ignite or launch any model rockets and airplanes onto or within any Parks or Opens Space.”

Replace With: “it shall be unlawful for any person...To ignite any model rocket within any Parks or Open Space; or to launch or operate any Unmanned Aircraft System (UAS), including model airplanes and drones, except in accordance with current Federal Aviation Administration regulations and by following the safety guidelines of the Academy of Model Aeronautics. Never fly over any person or moving vehicle, or within 25 feet of any person. Never operate UAS in a careless or reckless manner, or in any way that may cause a nuisance to other persons; such operation may result in criminal or civil penalties.”

We can further discuss at the meeting tonight, or table to next meeting if Board members would like more time to review the attached materials.

SUMMARY OF SAFETY RULES AND GUIDELINES FOR UNMANNED AIRCRAFT SYSTEMS

From the FAA website regarding small UAS:

Following these rules will keep you and your drone safe and will help keep the airspace available to everyone.

1. [Register](#) your drone, [mark](#) (PDF) it on the outside with the registration number and carry proof of registration with you.
2. Fly only for recreational purposes.
3. Fly your drone at or below 400 feet above the ground when in uncontrolled (Class G) airspace.
4. Obtain authorization before flying in controlled airspace ([Class B, C, D, and E](#)). You can obtain authorization in three ways:
 - a. [LAANC](#)
 - b. [DroneZone](#)
 - c. A written agreement with the FAA for fixed flying sites. For more information about fixed flying sites, contact us at UAShelp@faa.gov.

NOTE: Flying drones in certain airspace is not allowed. Classes of airspace and flying restrictions can be found on our [B4UFLY](#) app.

5. Keep your drone within your visual line of sight, or within the visual line-of-sight of a visual observer who is co-located (physically next to) and in direct communication with you.
6. Do not fly at night unless your drone has lighting that allows you to know its location and orientation at all times.
7. Give way to and do not interfere with manned aircraft.
8. Never fly over any person or moving vehicle.
9. Never interfere with emergency response activities such as disaster relief, any type of accident response, law enforcement activities, firefighting, or hurricane recovery efforts.
10. Never fly under the influence of drugs or alcohol. Many over-the-counter medications have side effects that could impact your ability to safely operate your drone.
11. Do not operate your drone in a careless or reckless manner.

Recreational flyers should know that if they intentionally violate any of these safety requirements, and/or operate in a careless or reckless manner, they could be liable for criminal and/or civil penalties.

Colorado Department of Transportation safety guidelines for users:

Safety Guidelines for Recreational UAS Users

- Fly below 400 feet above ground level (AGL) at all times.
- Keep your aircraft in sight at all times.
- Do not fly near airports - stay outside a 5-mile radius from ANY active airport/airfield.
- Remain clear of and do not interfere with manned aircraft operations.
- Do not fly near or over sensitive infrastructure or property; power stations, water treatment facilities, correctional facilities, sporting events, heavily travelled roadways.
- Stay clear of [FAA temporary flight restrictions](#); fires, crimes scenes, sporting events.
- Follow community-based safety guidelines developed by organizations such as the [Academy of Model Aeronautics](#).
- Check and follow all local laws and ordinances before flying over private property.

Academy of Model Aeronautics:

Founded in 1936, the AMA is the world's largest sport aviation organization, representing a membership of more than 200,000. Over the years AMA established and evolved a safety program which guides modeling activities through education and voluntary compliance. As technology advances and the model community continues its growth, disciplines and interests have increased. Most model flying that takes place today is recreational rather than within a formal competition framework, and sometimes it occurs on publicly accessible sites with little or no formal control. Creating a safe environment to protect bystanders, other model pilots, as well as surrounding property, is crucial and the responsibility of every individual participating in modeling activities. AMA highlights the most important safety aspects through its Safety Code, but the safety program encompasses many more facets. This safety handbook is a compilation of AMA documents and programs as they pertain to safe model operation. It is intended to provide a centralized location to find all pertinent safety information, and can be a valuable tool for club officers, contest directors, event managers, and others.

As an AMA member I agree:

- I will not fly a model aircraft in a careless or reckless manner.
 - I will not interfere with and will yield the right of way to all human-carrying aircraft using AMA's See and Avoid Guidance and a spotter when appropriate.
 - I will not operate any model aircraft while I am under the influence of alcohol or any drug that could adversely affect my ability to safely control the model.
 - I will avoid flying directly over unprotected people, moving vehicles, and occupied structures.
 - I will fly Free Flight (FF) and Control Line (CL) models in compliance with AMA's safety programming.
-
- I will maintain visual contact of an RC model aircraft without enhancement other than corrective lenses prescribed to me. When using an advanced flight system, such as an autopilot, or flying FirstPerson View (FPV), I will comply with AMA's Advanced Flight System programming.

- I will only fly models weighing more than 55 pounds, including fuel, if certified through AMA's Large Model Airplane Program.
- I will only fly a turbine-powered model aircraft in compliance with AMA's Gas Turbine Program.
- I will not fly a powered model outdoors closer than 25 feet to any individual, except for myself or my helper(s) located at the flightline, unless I am taking off and landing, or as otherwise provided in AMA's Competition Regulation.
- I will use an established safety line to separate all model aircraft operations from spectators and bystanders.

LICENSE AGREEMENT

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (“Licensor”), for and in consideration of the sum of ten dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, hereby grants to ROXBOROUGH WATER AND SANITATION DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado, its agents, contractors, and assigns (“Licensee”), a non-exclusive license and right to enter upon the real property described in Exhibit A, attached hereto and incorporated herein by this reference (the “Property”), to conduct potholing operations and geotechnical investigations as needed to finalize the alignment of Licensee’s Rampart water transmission line (the “License”).

1. Permitted Use. Licensee, and its agents, contractors and assigns, shall be permitted and shall have the right during the term of this License, including any restoration required hereunder, to enter upon the Property to conduct potholing operations and geotechnical investigations as described herein.

2. Term. The term of this License shall begin on the date of execution hereof and shall expire and be of no further force or effect upon completion of Licensee’s activities hereunder or January 31, 2021, whichever occurs first.

3. Limitations; Restoration. Licensee shall not make any physical alterations to the Property beyond those necessary to fulfill the purposes of this License. Upon completion of its activities, Licensee shall restore the Property to the condition it was in prior to commencement of Licensee’s activities hereunder, at Licensee’s sole cost and expense. Said restoration shall be completed as soon as reasonably is practicable after completion of Licensee’s activities hereunder.

4. Costs; Compliance with Laws. Licensee shall be responsible for any claims for damages or otherwise arising from Licensee’s use of the Property hereunder, except those arising from Licensor’s negligence or willful misconduct. Licensee shall comply with all applicable laws, rules, and regulations in conducting its activities hereunder, including obtaining any necessary permits. Licensee shall keep the Property free from any liens arising by through or under the Licensee.

5. Insurance. Licensee shall maintain, and shall cause its agents and contractors occupying the Property pursuant to this License to maintain, broad form coverage liability insurance from insurance companies licensed to do business in the State of Colorado covering the acts or omissions of such parties for claims of no less than \$1,000,000 per occurrence and \$2,000,000 aggregate. Upon written request of Licensor, Licensee will deliver or cause its agents and contractors to deliver, a certificate of insurance to Licensor evidencing such insurance coverage.

6. Nonexclusive Rights. The rights and privileges granted in this License are subject to prior agreements, easements, licenses, and conveyances, recorded or unrecorded.

7. Inurement. This License shall be binding upon and inure to the benefit of Licensee and Licensor, and their respective agents, successors, and assigns.

8. Attorneys' Fees. In the event any party seeks to enforce its rights hereunder through litigation, arbitration or another legal proceeding, the court or panel shall award to the prevailing party in such litigation, arbitration or other legal proceeding, as part of its judgment or award, its reasonable attorneys' fees and costs.

9. Section Headings. The section headings contained herein are included for convenience and reference purposes only and are not intended to construe the provisions hereof.

10. Governing Law; Venue. The terms, covenants and provisions hereof shall be governed by and construed pursuant to the applicable laws of the State of Colorado. Venue for the resolution of any dispute arising hereunder shall be in the district court of Douglas County.

11. Governmental Immunity. Nothing in this Agreement shall be construed as a waiver in whole or in part of any of the rights, protections, privileges, limitations on damages, or governmental immunity provided to Licensor, Licensee, or their respective directors, officers, employees, servants, agents, or authorized volunteers, pursuant to the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, C.R.S., as the same currently exists or may hereafter be amended.

12. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

(Signature Page Follows)

IN WITNESS WHEREOF, Licensor and Licensee have executed this License as of the _____ day of _____, 2020.

LICENSOR:

**ROXBOROUGH VILLAGE
METROPOLITAN DISTRICT**

By: _____
Its: _____

ATTEST:

LICENSEE:

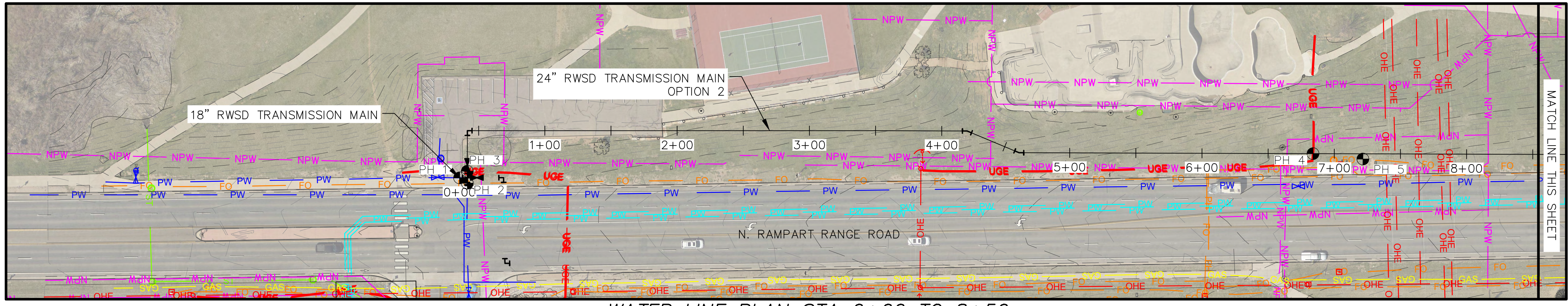
**ROXBOROUGH WATER AND
SANITATION DISTRICT**

By: Barbara J. Biggs
Its: General Manager

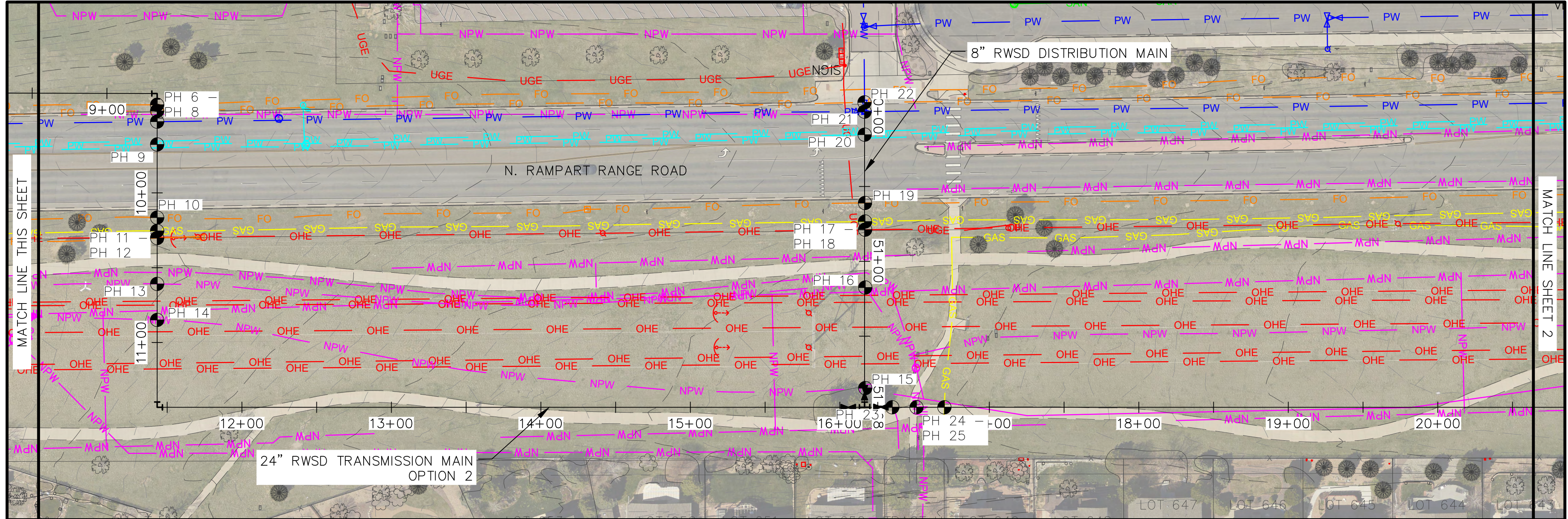
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EXHIBIT A

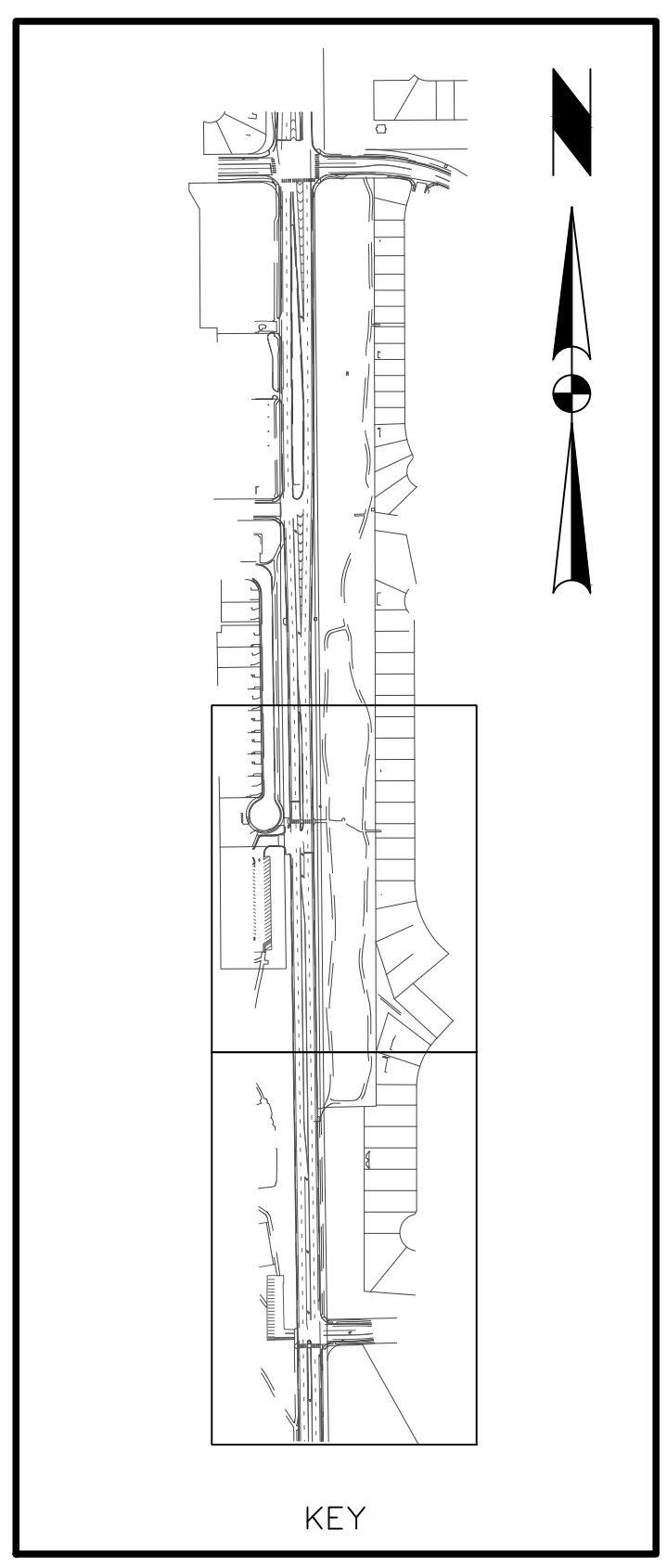
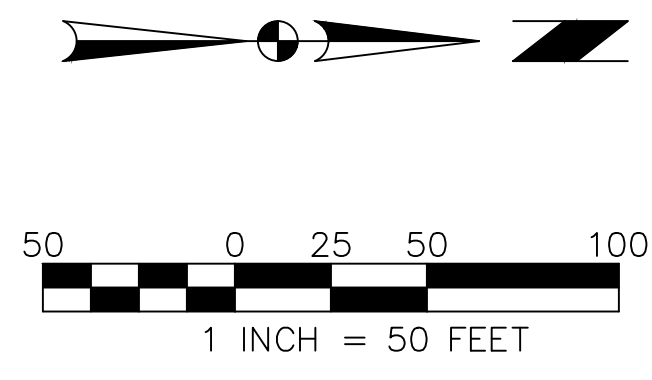
The Property



WATER LINE PLAN STA 0+00 TO 8+50
SCALE 1" = 50'



WATER LINE PLAN STA 8+50 TO 20+65
SCALE 1" = 50'



LEGEND	
NEW RWS TRANSMISSION AND DISTRIBUTION MAINS	
EXISTING RWS WATER LINE	PW
DENVER WATER 54" CONDUIT #133	PW
EXISTING RWS SANITARY SEWER LINE	SAN
EXISTING RWS STORM SEWER LINE	ST
EXISTING NON POTABLE WATER LINE	NPW
EXISTING GAS LINE	GAS
EXISTING OVERHEAD ELECTRIC LINE	OHE
EXISTING UNDERGROUND ELECTRIC LINE	UGE
EXISTING FIBER OPTIC LINE	FO
EXISTING CABLE TV LINE	CATV
EXISTING PHONE LINE	PH
UTILITY EASEMENT BOUNDARIES	---
EXISTING FENCELINE	x---
PROPERTY BOUNDARIES AND SITE FEATURES	---
POTHOLE LOCATION	●

POTHOLE LOCATION LIST													
PH #	UTILITY	QUANTITY	SIZE	MATERIAL	NORTHING	EASTING	PH #	UTILITY	QUANTITY	SIZE	MATERIAL	NORTHING	EASTING
PH 1	POTABLE WATER	1	18"	DIP	1596027.609	3120454.115	PH 14	NON POTABLE WATER	1	6-10"		1596922.048	3120587.903
PH 2	FIBER OPTIC	1			1596033.447	3120458.134	PH 15	NON POTABLE WATER	1	6-10"		1597395.598	3120633.439
PH 3	UNDERGROUND ELECTRIC	3			1596033.427	3120449.097	PH 16	NON POTABLE WATER	1	6-10"		1597395.598	3120566.27
PH 4	UNDERGROUND ELECTRIC	3			1596672.446	3120435.831	PH 17	UNDERGROUND ELECTRIC	1			1597395.519	3120527.592
PH 5	FIBER OPTIC	1			1596710.134	3120439.89	PH 18	GAS	1			1597395.499	3120522.154
PH 6	FIBER OPTIC	1			1596922.048	3120444.148	PH 19	FIBER OPTIC	1			1597395.439	3120509.768
PH 7	FIBER OPTIC	1			1596922.048	3120448.197	PH 20	POTABLE WATER	1	54"		1597395.219	3120464.122
PH 8	POTABLE WATER	1	12"	ACP	1596922.048	3120455.425	PH 21	POTABLE WATER (TEE)	1	12" X 18"		1597395.149	3120448.767
PH 9	POTABLE WATER	1	18"		1596922.048	3120470.67	PH 22	FIBER OPTIC	1			1597395.119	3120442.539
PH 10	FIBER OPTIC	1			1596922.048	3120519.495	PH 23	NON POTABLE WATER	1	6-10"		1597413.663	3120646.265
PH 11	GAS	1			1596922.048	3120528.392	PH 24	NON POTABLE WATER	1	6-10"		1597429.898	3120646.265
PH 12	FIBER OPTIC	1			1596922.048	3120533.18	PH 25	GAS	1			1597448.522	3120646.265
PH 13	NON POTABLE WATER	1	6-10"		1596922.048	3120563.831							

REVISIONS	Description
No.	
Date	MM/DD/YYYY
By	XXX

DESIGNED: JAF
CHECKED: MJG
DRAWN: T/JF

BAR PLOTS
1" AT FULL SCALE
1 INCH

ROXBOROUGH WATER AND SANITATION DISTRICT
RAMPART RANGE ROAD TRANSMISSION MAIN REPLACEMENT
PROPOSED POTHOLE LOCATION 1 OF 2

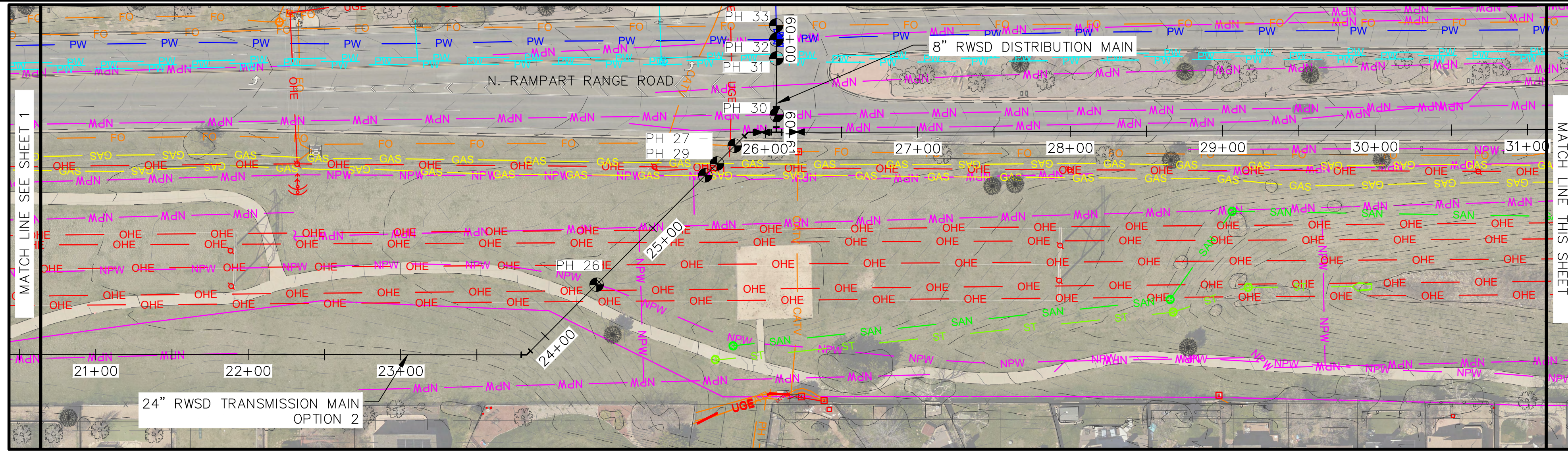


DATE: OCTOBER 8, 2020
JOB NO.: 001.379.01
DRAWING NO.:

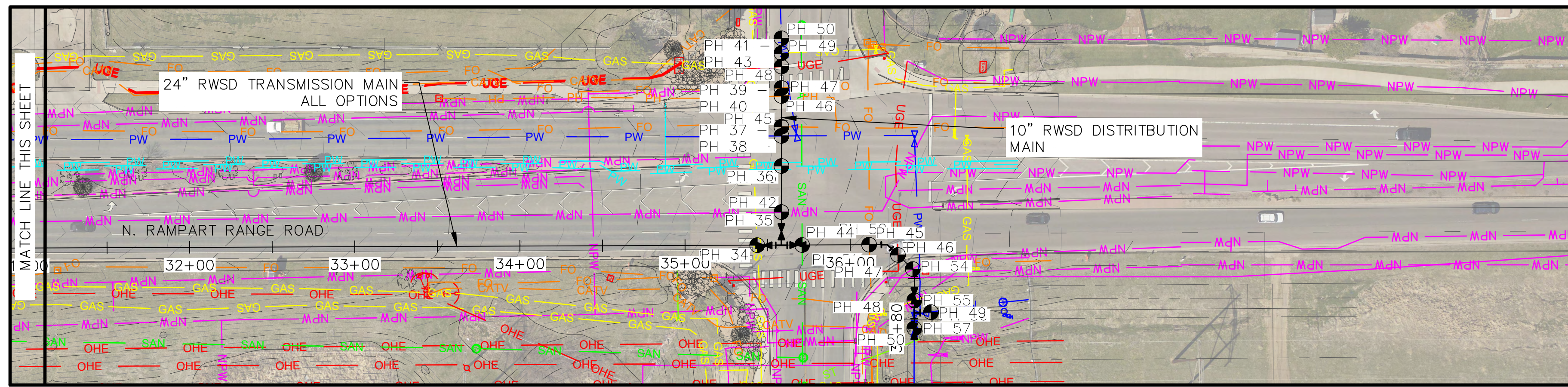
PRELIMINARY

1

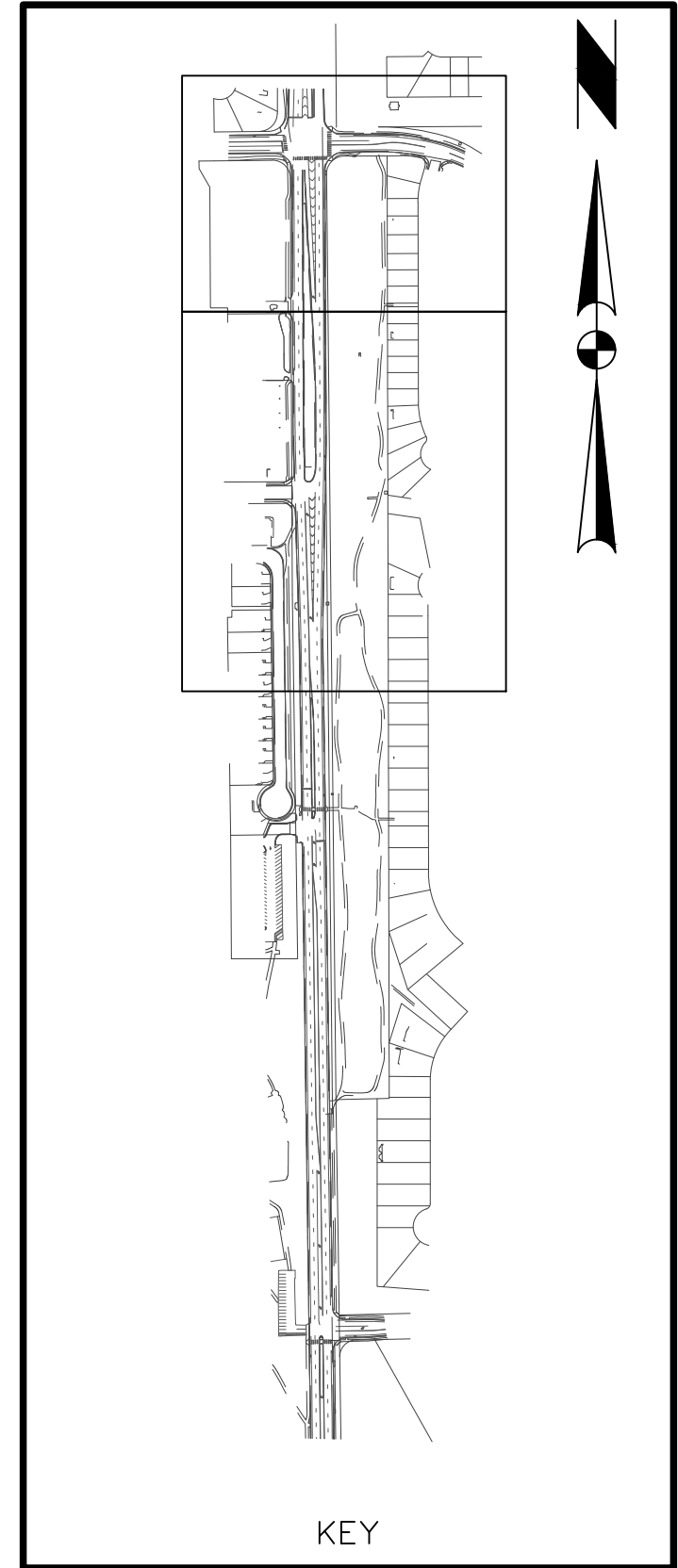
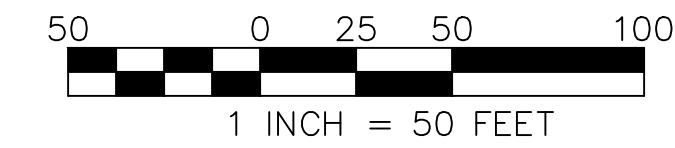
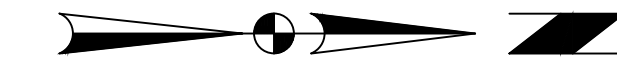
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WATER LINE PLAN STA 20+65 TO 31+10
SCALE 1" = 50'



WATER LINE PLAN STA 31+10 TO 36+80
SCALE 1" = 50'



LEGEND	
NEW RWSD TRANSMISSION AND DISTRIBUTION MAINS	
EXISTING RWSD WATER LINE	PW
DENVER WATER 54" CONDUIT #133	DW
EXISTING RWSD SANITARY SEWER LINE	SAN
EXISTING RWSD STORM SEWER LINE	ST
EXISTING NON POTABLE WATER LINE	NPW
EXISTING GAS LINE	GAS
EXISTING OVERHEAD ELECTRIC LINE	OHE
EXISTING UNDERGROUND ELECTRIC LINE	UGE
EXISTING FIBER OPTIC LINE	FO
EXISTING CABLE TV LINE	CATV
EXISTING PHONE LINE	PH
UTILITY EASEMENT BOUNDARIES	---
EXISTING FENCELINE	x
PROPERTY BOUNDARIES AND SITE FEATURES	
POT HOLE LOCATION	⊕

POT HOLE LOCATION LIST

PH #	UTILITY	QUANTITY	SIZE	MATERIAL	NORTHING	EASTING	PH #	UTILITY	QUANTITY	SIZE	MATERIAL	NORTHING	EASTING
PH 26	NON POTABLE WATER	1	6-10"		1598206.943	3120600.429	PH 39	PHONE	1			1599275.687	3120406.66
PH 27	GAS	1			1598278.191	3120528.672	PH 40	FIBER OPTIC	1			1599275.687	3120401.802
PH 28	GAS	1			1598285.898	3120520.914	PH 41	UNDERGROUND ELECTRIC	1			1599275.697	3120388.856
PH 29	FIBER OPTIC	1			1598297.515	3120509.238	PH 42	GAS	1			1599275.697	3120380.838
PH 30	NON POTABLE WATER	1	14"	ACP	1598325.056	3120488.924	PH 43	POTABLE WATER (22.5' BEND)	1	10"	DIP	1599275.707	3120371.721
PH 31	POTABLE WATER	1	54"		1598324.926	3120451.936	PH 44	SANITARY SEWER	1			1599288.183	3120496.912
PH 32	POTABLE WATER (TEE)	1	12" X 8"		1598324.876	3120439.59	PH 45	FIBER OPTIC	1			1599328.74	3120496.692
PH 33	FIBER OPTIC	1			1598324.726	3120430.333	PH 46	UNDERGROUND ELECTRIC	1			1599346.215	3120502.9
PH 34	GAS	1			1599260.971	3120496.962	PH 47	NON POTABLE WATER	1	6-10"		1599355.162	3120511.447
PH 35	NON POTABLE WATER	1	14"	ACP	1599275.657	3120477.008	PH 48	GAS	1			1599356.101	3120530.411
PH 36	POTABLE WATER	1	54"		1599275.677	3120449.047	PH 49	POTABLE WATER	1	12"	DIP	1599366.238	3120537.629
PH 37	POTABLE WATER	1	12"	ACP	1599275.677	3120430.852	PH 50	POTABLE WATER (REDUCER)	1	24" X 12"	DIP	1599356.081	3120547.376
PH 38	FIBER OPTIC	1			1599275.687	3120425.324							

REVISIONS	Description
No.	XXX
Date	MM/DD/YYYY
By	XXX

DESIGNED:	JAF
CHECKED:	MJG
DRAWN:	TJF
BAR PLOTS	1" AT FULL SCALE
	1 INCH

ROXBOROUGH WATER AND SANITATION DISTRICT
RAMPART RANGE ROAD TRANSMISSION MAIN REPLACEMENT
PROPOSED POT HOLE LOCATIONS 2 OF 2



DATE: **OCTOBER 8, 2020**
 JOB NO: **001.379.01**
 DRAWING NO:

PRELIMINARY

2

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Aaron W. Barrick
 Marc C. Patoile
 Kathryn T. James
 Matthew S. Patton
 Lindsay J. Miller
 Joe D. Kirlaw, II
 Lauren O. Patton

December 10, 2020

SENT VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Cecil and Stacey Lamme
 7595 Jared Way
 Littleton, Colorado 80125

Re: Encroachment into a District owned open space parcel adjacent to Imperial Homes at Roxborough Village Filing 2
 By 7595 Jared Way, Littleton, Colorado 80125
 Lot 6, Block 1, Imperial Homes at Roxborough Village #2

Dear Mr. and Mrs. Lamme:

I am District Legal Counsel for Roxborough Village Metropolitan District, the owner of the 6.5 acre open space parcel adjacent to Imperial Homes a Roxborough Village Filing 2. It has recently come to our attention that you have built a "pebble path" outside the boundary of your lot and in our open space. An aerial photograph is enclosed to illustrate this encroachment.

The District's policy is as follows:

Encroachments onto property maintained by the District is prohibited. These areas must be free of obstructions to permit snow removal, grass mowing, to promote public safety, and to maintain a uniform appearance of the open space.

The District also has Rules and Regulations that state that it is unlawful for any person "to construct, place, or maintain any kind of road, trail, structure, sign, fence, marker, enclosure, communication equipment or other improvement within any Parks or Open Space without written approval from the District Manager."

Please advise the District Manager, Anna Jones, or me, as to the purpose of the "pebble path" located behind your fence on the District's property so the District can evaluate how to proceed. The District Board of Directors wanted to evaluate your intention ahead of requesting removal of the encroachment.

office: 303.688.3045 • fax: 303.688.3189

18 South Wilcox Street, Suite 200

Castle Rock, Colorado 80104-1909

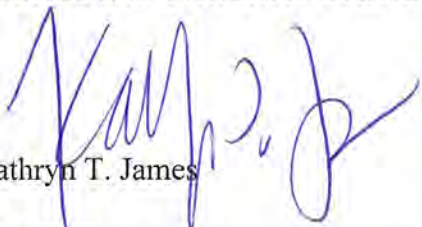
ffcolorado.com

If you have any questions about this policy, the Rules and Regulations, or about the District's property boundaries, please call Anna Jones, District Manager at (303) 793-1478.

Thank you in advance for your cooperation.

Sincerely,

FOLKESTAD FAZEKAS BARRICK & PATOILE, P.C.



Kathryn T. James

Enclosure

cc: Anna Jones, District Manager
Scott Barnett



Herschberg, Natalie

From: Herschberg, Natalie
Sent: Monday, December 7, 2020 12:00 PM
To: Herschberg, Natalie
Subject: RE: [External] RE: Roxborough Open Space Encroachments

From: Brian Lence <blence@roxboroughparkco.com>
Sent: Thursday, December 3, 2020 3:24 PM
To: Carlson, Nicholas <Nicholas.Carlson@claconnect.com>
Cc: Admin <Admin@roxboroughparkco.com>
Subject: [External] RE: Roxborough Open Space Encroachments



Think Security
at CLA

This email originated from an external source.

Hi Nic,

I don't believe this encroachment ever came before our Design Review Committee, simply due to the fact that the "improvement" was not on this Owner's property (not the Foundation's) and therefore not within our jurisdiction. I have no problem with you reaching out to the Owner directly to address this.

Thanks and regards,

Brian Lence, CMCA®, AMS®, PCAM®
 General Manager
 Roxborough Park Foundation
 6237 Roxborough Drive
 Roxborough, CO 80125
 Phone 303-979-7860
 Fax 303-979-0624
 Email blence@roxboroughparkco.com
 Website www.roxboroughparkco.com



Notice: This e-mail message, including any attachments, is confidential and intended solely for the use of the recipients to whom it is addressed. If you are not the intended recipient, please contact the sender immediately and delete the message. If you are not the intended recipient, you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this e-mail is strictly prohibited. Although reasonable precautions have been taken to ensure no viruses are present in this e-mail, Roxborough Park Foundation cannot accept responsibility for any loss or damage arising from the use of this e-mail or attachments.

From: Admin <Admin@roxboroughparkco.com>
Sent: Wednesday, December 2, 2020 12:59 PM

To: Brian Lence <blence@roxboroughparkco.com>
Subject: FW: Roxborough Open Space Encroachments

FYI

Ali Marzorati
 Office Manager
 Roxborough Park Foundation
 6237 Roxborough Dr.
 Roxborough, CO 80125
 Ph: 303-979-7860
 Email: admin@roxboroughparkco.com
 Web: www.roxboroughparkco.com

"I never lose. I either win or learn" ~Nelson Mandela



From: Carlson, Nicholas <Nicholas.Carlson@claconnect.com>
Sent: Wednesday, December 2, 2020 12:53 PM
To: Admin <Admin@roxboroughparkco.com>
Subject: Roxborough Open Space Encroachments

Hello,

My name is Nic Carlson and I work for the Roxborough Village Metro District. One of our board members discovered an encroachment into the open space (see attached pictures). Before reaching out to the resident we wanted to check with your office to see if you had any context or background on the situation. Was this improvement reviewed by your design review committee by chance?

Feel free to call or email with any questions.

Thanks!



Nicholas Carlson
 Management Analyst, Business Operations (BizOps)

Direct 303-265-7900 | Mobile 909-762-2650 | Main 303-779-5710 | Fax 303-779-0348
 CLA (CliftonLarsonAllen LLP) | 8390 E Crescent Parkway, Suite 300, Greenwood Village, CO 80111
nicholas.carlson@CLAconnect.com | CLAconnect.com

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Herschberg, Natalie

To: Herschberg, Natalie
Subject: FW: [External] FW: Little Willow creek crossing ideas

From: Ephram Glass <ephramglass@gmail.com>
Sent: Friday, November 20, 2020 12:43 PM
To: Office Manager <office@saintgregs.org>
Cc: Scott Barnett <scott@mulhernmre.com>; debbieprysby@gmail.com
Subject: Re: Little Willow creek crossing ideas

Scott,
This is just an update, there's no action for you at this point.

Debbie and I met (with Debbie's husband, Miles) to look at the stream crossing. We think the best, and most economical, option is to dig out the two 30" pipes that are there and replace them with a 10+ foot wide, 18" high box culvert that sits at the stream bed level. We'd need to raise the sidewalk up just a bit to accommodate the higher culvert. The extra culvert width would potentially make it easier for West Metro Fire to use that crossing during emergencies; the sidewalk would remain 8' but have some rock added to the sides. Because of the additional width and the fact that the sidewalk will be only about a foot above the streambed, we think we could avoid needing handrails on the sides. Miles is going to look into finding some cheap culverts we could potentially use and also draw up a diagram for the crossing replacement.

-Ephram

On Thu, Nov 19, 2020 at 3:15 PM Office Manager <office@saintgregs.org> wrote:

Scott - Thank you for the information.

Ephram - How does next week look like for you?
Thanks,
Debbie

On Thu, Nov 19, 2020 at 3:02 PM Scott Barnett <scott@mulhernmre.com> wrote:

Please review the email below from Jay Fells about a year ago. He really will build us whatever we want. He did throw out a few concepts, but realistically we can ask him to price out anything. He would love the challenge.

Take a look and respond with any ideas you may want to explore, or if you want to finalize a proposal from one of these.

Thanks.

Scott Barnett P.E.

scott@mulhernmre.com

188 Inverness Drive West, Suite 140

Englewood, CO 80112

303-649-9857 office

303-263-3699 mobile

From: JAY D Fells <TAMIJAY4@msn.com>
Sent: Monday, November 18, 2019 7:38 PM
To: Scott Barnett <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

Water Analysis Report

Roxborough Village Metro District



Survey Date: 12.2.2020

Account Rep: Charles Zaher

Prepared by: Hydro-Analytics Team



Estimated Water Savings

Roxborough Village
 9650 Falcon Court
 Littleton, CO 80125

Estimated Savings Using WeatherTRAK ET Irrigation Controllers:

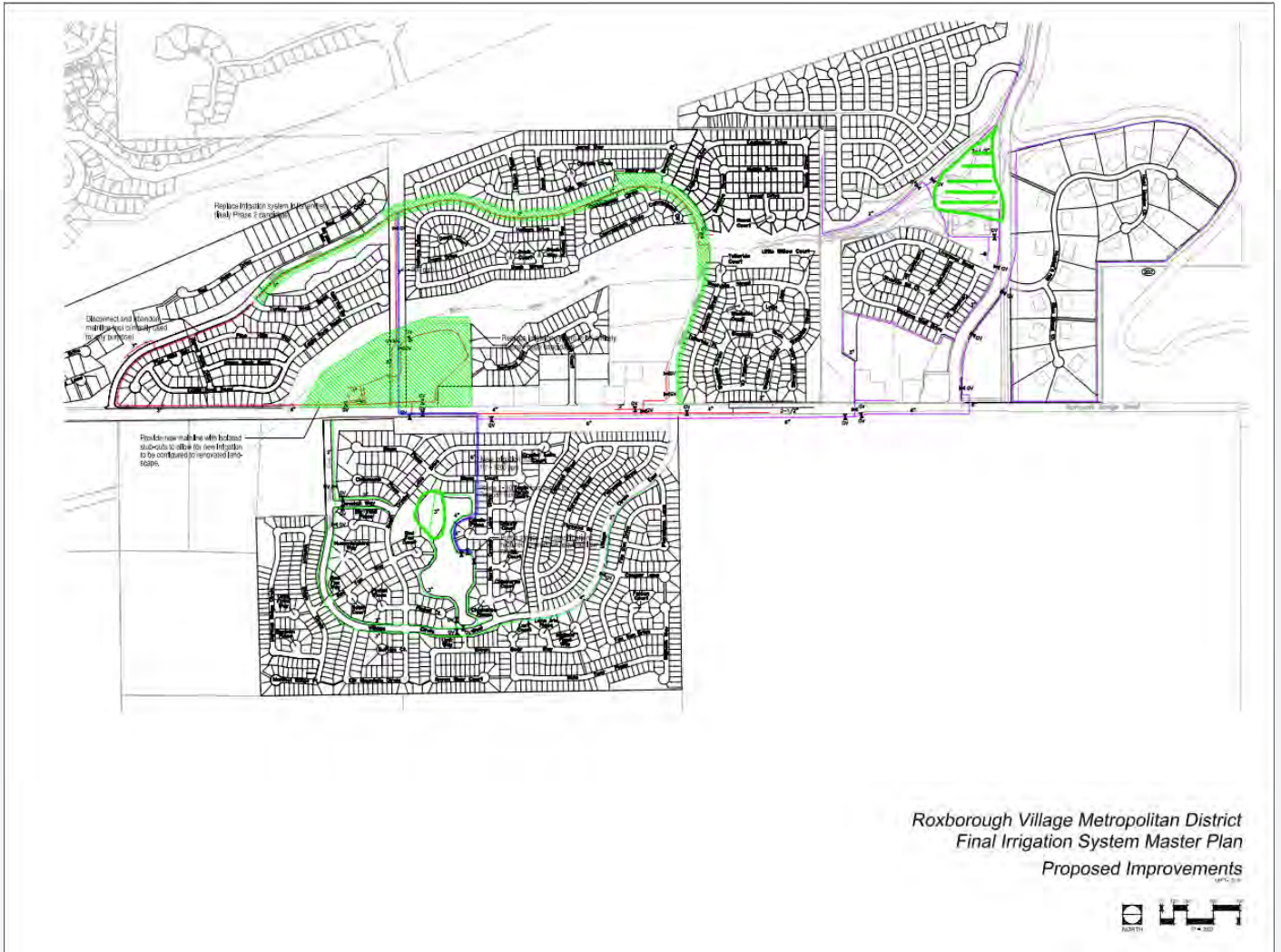
SAVINGS: 22%	Annual	Ten Years
WeatherTRAK Savings	\$52,990	\$529,895
Environmental Impact, Gallons Saved	7,679,640	76,796,403

Site Details

Estimated Irrigation Landscape Size	26.5 Acres
Average Historical Cost of Water	\$6.90/kgal
Turf/Shrub/Low Water Use Plant Ratio	95/3/2
Historical 12 months Water Usage (34,907 Kgallons)	\$240,861
Projected 12 months Water Usage (27,228 Kgallons)	\$187,872
WeatherTRAK Savings (7,680 Kgallons)	\$52,990

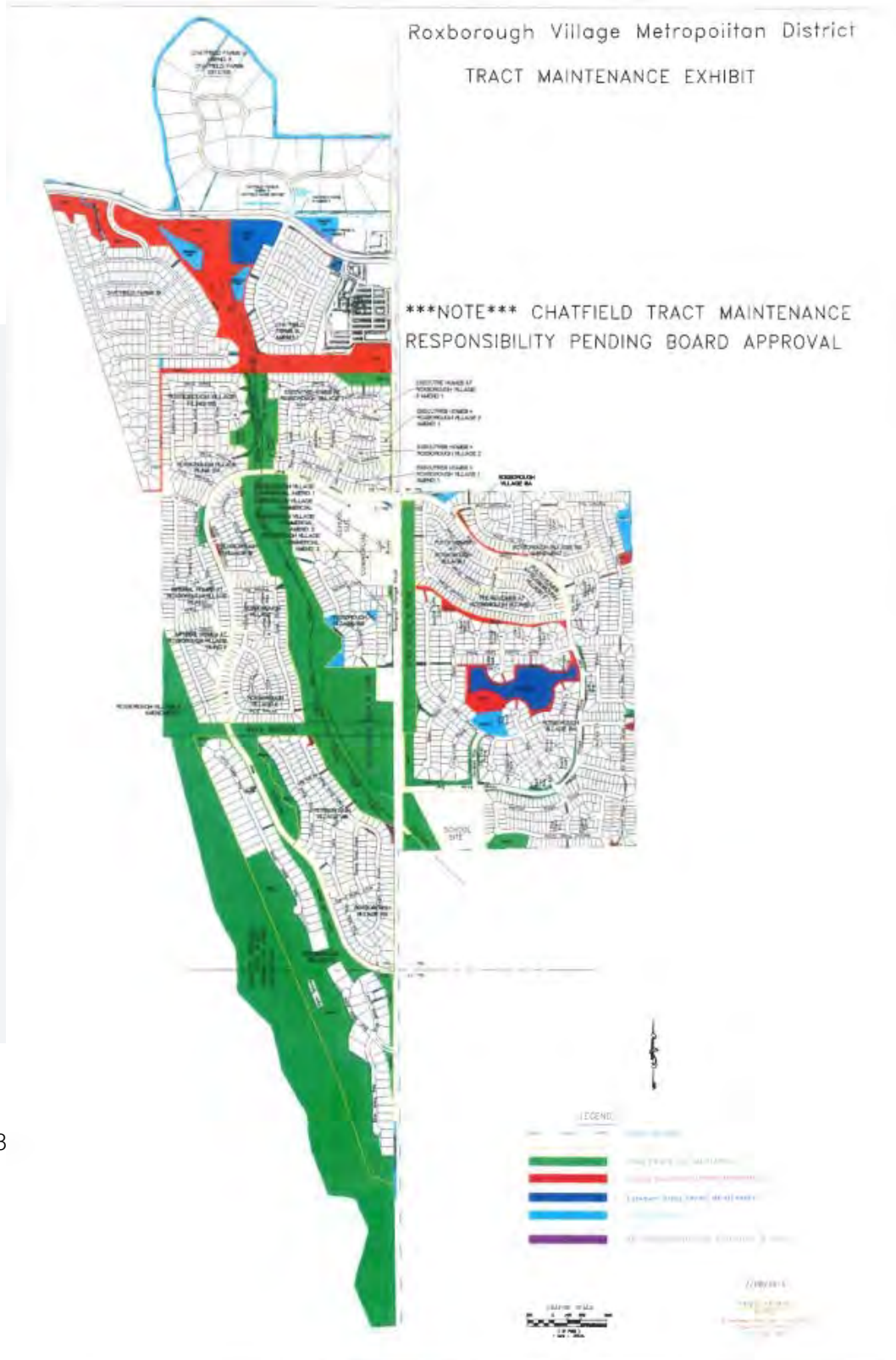
Disclaimer: Estimated savings based on the assumptions. Actual savings may be differ from the estimated savings Savings are calculated using an acreage estimate, turf/shrub/low water plant ratio, water rate and annual consumption. Acreage and turf/shrub/low water plant ratios are estimated using online mapping tools: Bing and Google Maps. Project consumption is calculated from acreage and daily ET from the WeatherTRAK Climate Center aligned to historical consumption dates.

Site Map



Received: 11.30.20

Roxborough Village Metro District



Received: 11.3

Analysis Assumptions

CONSUMPTION:

No water data was used in this analysis, as provided data did not provide usage information necessary to perform bill-based analysis. This estimate has been performed targeting a savings of 22%. All consumption is assumed to be for dedicated irrigation purposes. Unit of Measure (UOM), Cost per Unit (CPU), and billing cycle were verified.

NON-IRRIGATION CONSUMPTION:

All historical consumption has been assumed to serve dedicated irrigation.

PROJECTED COSTS:

Based on available data, a CPU of \$6.90/kgal has been applied to projected irrigation to determine an estimate of costs and savings.

WASTEWATER COSTS:

Any identifiable wastewater costs directly related to consumption have been included in the projected cost calculation above.

IRRIGATION SEASON:

Year-round irrigation is assumed for this site.

ASSUMED TURF TYPE:

95% Cool Season Turf (1,097,279 sq. ft.)

ASSUMED SHRUB/TREE TYPE:

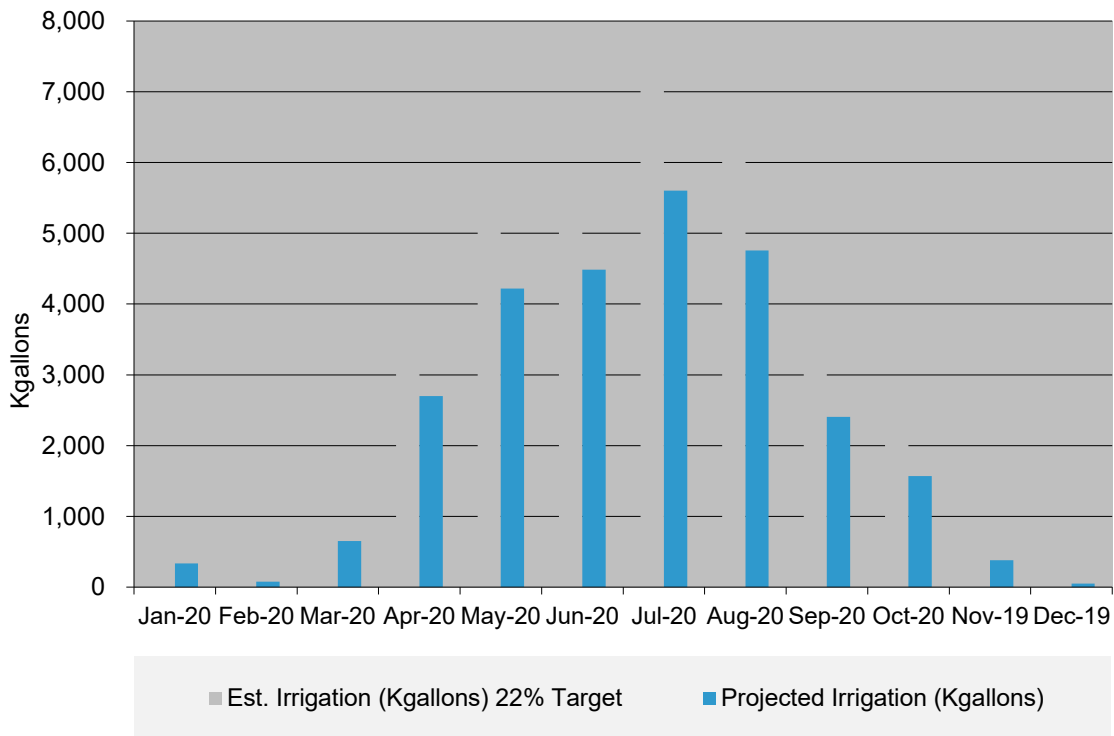
3% Medium Water Shrubs/Trees (37,942 sq. ft.)

ASSUMED LOW WATER TYPE:

2% Native Shrubs/Trees (18,692 sq. ft.)

Historical & Projected Usage Costs

**Roxborough Village
Irrigation Water Use**



Roxborough Village	CONSUMPTION												2019 Nov	2019 Dec	Totals
	2020 Jan	2020 Feb	2020 Mar	2020 Apr	2020 May	2020 Jun	2020 Jul	2020 Aug	2020 Sep	2020 Oct					
Est. Irrigation (Kgallons) 22% Target	426	99	837	3,460	5,408	5,754	7,183	6,098	3,083	2,011	485	62	34,907		
Projected Irrigation (Kgallons)	333	77	653	2,699	4,218	4,488	5,603	4,757	2,405	1,569	378	49	27,228		
Projected Savings (Kgallons)	94	22	184	761	1,190	1,266	1,580	1,342	678	442	107	14	7,680		

Roxborough Village	COSTS												2019 Nov	2019 Dec	Totals
	2020 Jan	2020 Feb	2020 Mar	2020 Apr	2020 May	2020 Jun	2020 Jul	2020 Aug	2020 Sep	2020 Oct					
Est. Irrigation Costs, 22% Target	\$2,943	\$685	\$5,778	\$23,874	\$37,317	\$39,700	\$49,562	\$42,079	\$21,273	\$13,876	\$3,344	\$431	\$240,861		
Projected Irrigation Costs	\$2,295	\$534	\$4,507	\$18,621	\$29,107	\$30,966	\$38,658	\$32,822	\$16,593	\$10,824	\$2,609	\$336	\$187,872		
Projected Savings (\$)	\$647	\$151	\$1,271	\$5,252	\$8,210	\$8,734	\$10,904	\$9,257	\$4,680	\$3,053	\$736	\$95	\$52,990		



METCO LANDSCAPE, INC.

Monthly Maintenance Report for Roxborough Village Metropolitan District

Submitted by: Bill Barr Dec-20 Recipients: Anna Jones, Public Manager

REVIEW OF GANTTED OPERATIONS

Turf	ALL TURF HAS GONE TO SLEEP FOR THE WINTER
Shrub Beds	SHRUB BEDS LOOK GOOD GOING INTO WINTER
Trees	TREES LOOK GOOD THROUGHOUT THE DISTRICT NEWLEY PLANTED TREES HAVE BEEN INSTALLED OVER IN THE AREA OF IMPERIAL PARK MONTHLY WATERING WILL BE DONE THROUGH THIS WINTER
Irrigation	IRRIGATION IS SHUT DOWN AND BLOWN OUT FOR THE WINTER WE ARE GEARING UP FOR INSTALLATION OF CONTROLLERS FOR THE DISTRICT IF APPROVED
Site Policing	POLICING FOR DOG STATIONS AND TRASH CANS CONTINUES THROUGHOUT THE DISTRICT WE ARE DOING AN AUDIT OF ALL DOG STATIONS FOR REPAIR OF UNITS NEEDING ANY BOLTS AND HARDWARE
Overall Site	SITES ARE IN GOOD CONDITION WE WILL BE DOING SOME SMALL SHRUB WINTER PRUNING where it needs it
Review of Operatons for Upcoming Month: <i>Schedule, Gantt, special Needs, Concerns, Areas of Focus</i>	CONTINUE TO WINTER WATER



Irrigation Repair Proposal

Proposal By: Bill Barr	
Metco Landscape Inc.	
Proposal Date	11/11/2020
Submitted To:	
Anna Jones CLA	

Job Location	
Roxborough Village Metropolitan District	
Accounting Information	
Job #	19-10-305
AR Cust	ROXBDIST

Description of Services to be Performed

		Qty	Rate	Total	
	Irrigation Tech Labor (Hours)		80.00	\$65.00	\$5,200.00
	Irrigation Helper (Hours)		80.00	\$51.00	\$4,080.00
	Materials		1.00		\$75,000.00
1	Irrigation Repairs as follows:				
	Weather Trac Opti-flow XR Controller system cloud based communication this is a start for the field controllers to central control to pump station. This is to include all installation and testing of materials.				

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

Client's Signature _____ **Date** _____ **Total** **\$84,280.00**

Irrigation Repair Proposal**11/11/2020**Total: **\$84,280.00****CONDITIONS OF CONTRACT***THESE CONDITIONS ARE A PART OF YOUR CONTRACT.***CONTRACT SPECIFICATIONS & LIMITATIONS**

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

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

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

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

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

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

GUARANTEES

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

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

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

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

TERMS OF PAYMENT/SUSPENSION OF WORK

A non-refundable deposit of 30% of the contract price is required upon acceptance of a landscape enhancement contract. Invoices will be sent after the contract work is completed, or progress billings will be issued during or at the end of each month through contract completion. Accounts remaining unpaid 30 days past the invoice date will lose the plant guarantee and will be charged interest at a rate of 1.5% per month on the unpaid balance. Accounts remaining unpaid 60 days past the invoice date may result in Metco Landscaping's election to suspend work on the project.

CANCELLATION

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

DISPUTES

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

PHOTOGRAPHY

The Metco Landscaping Company may take photographs of the property for use in promotional advertising, training, and educational classes unless the Owner communicates in writing that this is not acceptable.

SIGNAGE

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

UTILITIES/UNKNOWN OBSTRUCTIONS

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

It is the Owner's responsibility to conspicuously mark and advise Metco Landscaping of the location of any other underground utilities including: drainage pipes, plumbing, irrigation, propane lines, electric dog fence, cable TV, lighting, etc. Any delays in crew time and/or costs involved in repairing unmarked systems are the responsibility of the Owner.

The cost of removing or circumventing concealed and/or undisclosed obstructions which prevent installation of the site improvements according to plan shall be charged as an extra to this contract. Examples of such obstructions include ledge rock, very large boulders, buried foundations, buried stumps, septic tanks, driveways/pavement, uncharted utilities, unsuitable soil, etc.

OWNER'S RESPONSIBILITIES

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

WeatherTRAK[®] OptiFlow[®]



Precise Water Window Management

OptiFlow maximizes the hydraulic capacity of a site to ensure proper irrigation and ongoing landscape health within restrictive water windows brought on by drought mandates, water agency restrictions, or site logistical needs.

OptiFlow extends the ability of WeatherTRAK Central and ET Everywhere[®] weather data to transform flow data into daily schedules that enable sites to put down more water in less time.



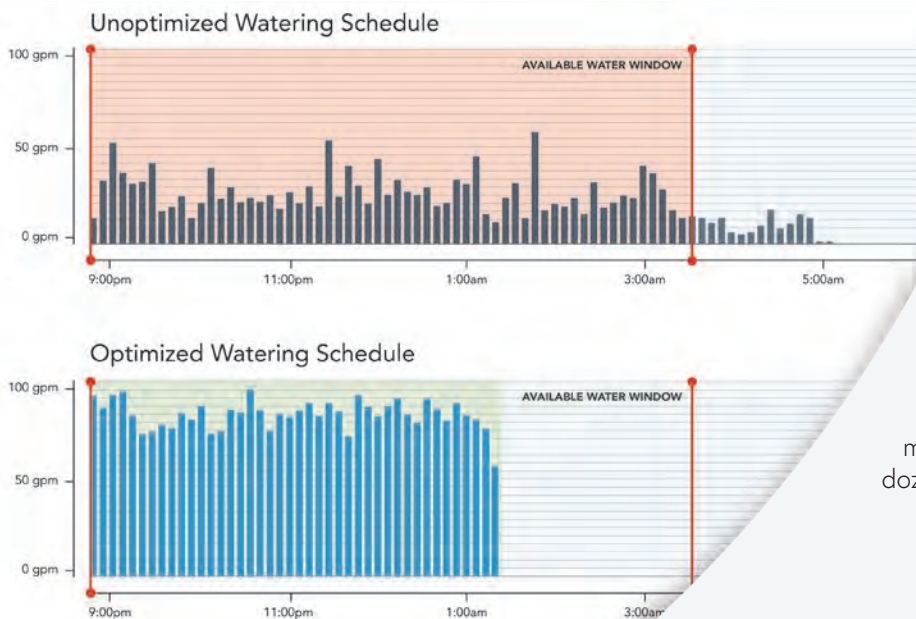
Reduces irrigation cycle duration by automatically maximizing flow rates across your site



Improves plant health by ensuring proper watering is optimized even during hot weather spikes



Saves valuable time and man-hours by calculating schedules down to the minute for each day



POWERFUL, APPROACHABLE FLOW MANAGEMENT

OptiFlow enables you to get every ounce of performance out of your site's hydraulic capacity to help you stay in compliance, tune run times to align with restrictive water windows, and improve water efficiency.

OptiFlow can tackle the most complex sites with multiple points of connection on a single mainline or dozens of controllers sharing flow.



KEY FEATURES



Intuitive Management

- Interactive graphical user interface
- Drag and drop hydraulic tree configuration
- Share single or multiple points of connection and mainlines across multiple controllers
- Manage up to 2,880 stations per mainline
- Support for OptiFlow groups of up to 30 controllers
- Supports for up to 40 points of connection (4 per OptiFlow manager) and a single mainline
- Create unlimited flow zones in any configuration
- Support for sub-flow zones
- Flexible flow programming including station irrigation order prioritization, assigning programs to flow zones, and program stacking
- EPA WaterSense®-approved scheduling engine
- Support for Normally-Open or Normally-Closed master valves
- Automatic, site-wide daily flow rate and electrical optimization based on irrigation pipe infrastructure
- Advance reporting provides insight into areas including mainline usage, controller runtime analysis, and site water usage

More Efficient Hydraulics

- Enables sites to more effectively convert to drip irrigation as more stations can run simultaneously
- Systems can be designed less expensively, with less hydraulic overhead, knowing OptiFlow can leverage the full capacity of the system
- OptiFlow Inspector checks your site configuration and simplifies the process of ensuring that all the stations are properly set up for optimal performance and irrigation
- Higher pump efficiency
- Each POC assigned its own threshold, independent of mainline
- Measure flow, develop baseline, and measure progress against metrics
- Flow optimization based on user-defined maximum gallons per minute
- Flow rates for all POC's combined in the cloud to learn flow and trigger alerts
- Alert users for station level High flow, Low flow, and No flow events
- Advanced leak detection

Quickly configure and manage your flow zones on a map of your actual site.

REQUIRED

- OptiFlow XR
- OptiFlow XR 2-Wire
- ET Pro3 with OptiFlow Key
- ET Pro3 2-Wire with OptiFlow Key
- Active WeatherTRAK
- Central service

RECOMMENDED

- Flow sensor for best results
- VFD-controlled pump with a pressure transducer and pressure relief valves (if using a pump)

visit us: hydropoint.com

OptiFlow Inspector Inspect

TEST RESULTS

Your site is properly configured.

1

2

3

4

5

6

7

8

OptiFlow Inspector simplifies site configuration and resolves potential hydraulic issues.

Site Configuration

▼ **Controller 1**

- Program A
- Program B
- Program C
- Program D

▼ **City Water**

- ▼ **Mainline 1**
 - Program A
 - Program B
 - Program C
- ▼ **Mainline 2**

Program C

Site configuration is a drag and drop interface that helps you quickly build and compute your site hydraulics.



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



Bailey Tree LLC

1801 W Union Ave
Englewood, Co 80110

720-940-6519
baileytreetrimming@gmail.com

Roxborough Metro District Arborist Report

November 6, 2020

We've completed the Fall Fertilization treatment and have pretty much put the trees to bed for the winter.

We are planning on beginning the winter pruning cycle towards the end of January into February. We will be saving a few pruning days after spring realizing there may be a bit of snow damage later in the spring.

Other than that, the trees are looking pretty good at the present time.

George Biedenstein

ISA Board Certified Master Arborist #RM 0756B

Email: baileytreetrimming@gmail.com