

# ROXBOROUGH VILLAGE METROPOLITAN DISTRICT

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

## SPECIAL BOARD MEETING AGENDA

**DATE:** November 17, 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/85701170502>
  2. To attend via telephone, dial 346-248-7799 and enter the following additional information:
    - a. Meeting ID: 857 0117 0502
    - b. Passcode: 249367

<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**

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

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**III. APPROVE AGENDA**

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**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.

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

- A. Conduct Public Hearing to Consider Amendment of 2020 Budget, Consider Approval of Resolution No. 2020-11-\_\_\_, Resolution to Amend 2020 Budget (enclosed)
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- 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-\_\_\_, Resolution to Adopt 2021 Budget, Resolution No. 2020-11-\_\_\_ Resolution to Appropriate Sums of Money, and Resolution No. 2020-11-\_\_\_ Resolution to Set Mill Levy (enclosed)
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- C. Review and Consider Approval of Resolution No. 2020-11-\_\_\_ Resolution 2020 Audit Engagement Letter with WIPFLI (enclosed)
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- D. Other
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**DISCUSSION AGENDA**

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

A. Environmental Committee Update (enclosed)

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i. Discuss Drainage Erosion (enclosed)

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ii. Discuss Potential Nursery Location (enclosed)

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iii. Discuss Disturbances on District Land (enclosed)

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B. Other

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

Master Plan

A. Feasibility Follow-Up

i. Feasibility Study Follow-Up

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ii. Communications Update by Ben Kelly (enclosed)

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B. Spillway Follow-Up

i. Spillway Schedule, Budget and Materiality and Follow-Up (to be distributed)

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C. Update on Resident Request for Playground

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D. Other

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**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

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C. Review and Consider Approval of Resolution No. 2020-11-\_\_, 2021 Annual Administrative Matters Resolution (enclosed)

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D. Review and Consider Approval of Resolution No. 2020-11-\_\_ Engagement Letter with Folkestad Fazekas Barrick and Patoile, P.C. for 2021 Legal Services (enclosed)

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

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

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G. Review and Consider Approval of Resolution No. 2020-11-\_\_ Approving Renewal of Accounting Services with CliftonLarsonAllen LLP (enclosed), Subject to legal Review of Agreement/Engagement Letter

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H. Review and Consider Resolution No. 2020-11-\_\_ Approving the 2021 Landscape Maintenance Services Agreement with Metco Landscape, LLC (to be distributed)

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I. Review and Consider Resolution No. 2020-11-\_\_ Approving the 2021 Snow Removal Services Agreement with Metco Landscape, LLC (to be distributed)

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J. Update on Imperial Park Use (enclosed)

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K. Update on Drone Use (to be distributed)

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L. Update on Jared Way Sunset Patio (enclosed)

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M. Update on Jared Way Fence (enclosed)

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

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O. Other

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

A. Update on CDR Contract for Dugout (enclosed)

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B. Discuss Spillway Bridge Crossing – Little Willow Creek Handrail

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

A. Bailey Tree Update via Written Enclosure (enclosed)

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i. Bailey Tree Proposal for Comprehensive Tree Services (enclosed)

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B. Metco Landscape Report – Bill Barr (enclosed)

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C. Review and Consider Approval of Proposals

i. Proposal to Install Controllers (enclosed)

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D. Other

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

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

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**XIII. ADJOURNMENT**

**2020 Meeting Calendar**  
**3<sup>rd</sup> Tuesday of Every Month**  
**Roxborough Library**  
**West Metro Fire Station No. 15**  
**Virtual – Details on Notice**

**JANUARY**

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

**FEBRUARY**

S	M	T	W	T	F	S
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9	10	11	12	13	14	15
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23	24	25	26	27	28	29

**MARCH**

S	M	T	W	T	F	S
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22	23	24	25	26	27	28
29	30	31				

**APRIL**

S	M	T	W	T	F	S
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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

**MAY**

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17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

**JUNE**

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21	22	23	24	25	26	27
28	29	30				

**JULY**

S	M	T	W	T	F	S
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19	20	21	22	23	24	25
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**AUGUST**

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16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

**SEPTEMBER**

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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

**OCTOBER**

S	M	T	W	T	F	S
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**NOVEMBER**

S	M	T	W	T	F	S
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

**DECEMBER**

S	M	T	W	T	F	S
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20	21	22	23	24	25	26
27	28	29	30	31		

RECORD OF PROCEEDINGS

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

HELD

Tuesday, October 20, 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, October 20, 2020 at 6:00 p.m. via ZOOM. The meeting was open to the public.

**ATTENDANCE**

In Attendance were Directors:

Calvin Brown  
Debra Prysby  
Garry Cook  
Ephram Glass

Also in Attendance were:

Anna Jones & Nic Carlson; 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.  
Alan Savage; Resident  
Brandon Gully, Charles Aher & Jason Mower;  
Colorado Plumbing Supply Distributors (CPS)  
Carrie Hanson; Resident

**CALL TO ORDER**

The meeting was called to order at 6:04 p.m. Director Wagner’s absence was excused.

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

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

**APPROVE AGENDA**

Following review, upon a motion duly made by Director Brown, seconded by Director Glass, and upon vote unanimously carried, the Board approved the agenda as amended to include discussion regarding irrigation.

**PUBLIC COMMENT and/or  
GUESTS**

Resident Alan Savage discussed the use of unmanned aircrafts and requested additional signage in the open spaces to clarify what he believed to be a ban on such aircrafts per the current Rules and



## RECORD OF PROCEEDINGS

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Regulations. Carrie Hanson also raised concerns regarding motorized aircraft use in the District.

### CONSENT AGENDA

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

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

### FINANCIAL ITEMS

- A. Other – None.

### DISCUSSION AGENDA

### DIRECTOR ITEMS

- A. Environmental Committee Update

Director Glass reviewed the Environmental Committee's report with the Board and made the following requests.

Director Glass requested \$2,200 to design and construct bat boxes. Following discussion, upon a motion duly made by Director Brown, seconded by Director Cook and, upon vote unanimously carried, the Board approved the design and construction of bat boxes for an amount not to exceed \$2,200.

Director Glass requested approval for \$600 for Ray Sperger with Ark Ecological Services, LLC to spend six hours on-site to walk the District and determine the best areas to plant native species, and an additional \$200 for native seeds. Director Glass also requested authority to spend an amount not to exceed \$1,000 to plant lilies. Following discussion, upon a motion duly made by Director Brown, seconded by Director Cook and, upon vote unanimously carried, the Board approved the Environmental Committee to carry out these plans detailed above in an amount not to exceed \$1800.

Director Glass requested \$100 to purchase fencing to protect trees from deer grazing. Following discussion, upon a motion duly made by Director Brown, seconded by Director Cook and, upon vote unanimously carried, the Board approved the Environmental Committee to purchase fencing to protect trees from deer grazing in an amount not to exceed \$100.

## RECORD OF PROCEEDINGS

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The Board discussed the possibility of establishing a nursery at the fire district property or at one of the schools. Director Glass will explore further and report back to the Board.

B. Other - None

### MANAGER MATTERS

Master Plan

A. Feasibility Follow Up

i. Feasibility Study Follow-up by Kimberly Armitage

Ms. Armitage reviewed the phase two approach for obtaining initial design proposals for a possible recreation center, such proposal having been included in the packet. Following discussion, upon a motion duly made by Director Prysby, seconded by Director Glass and, upon vote unanimously carried, the Board approved the phase two work with Evolution Builders in an amount not to exceed \$53,600.

ii. Communications Follow-Up by Ben Kelly

Mr. Kelly reviewed his outreach memo with the Board and outlined the upcoming task force application process.

iii. Update on Newsletter

Ms. Jones updated the Board on the newsletter, noting that it is almost finalized. Once the newsletter is in final form, CLA will distribute the newsletter to the Board for review.

B. Spillway Follow-Up

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

Mr. Barnett updated the Board regarding the slab boulders and engineering portions of the spillway project. Mr. Wenskoski provided an update on the designs. Mr. Barnett noted he and Ms. Jones will meet with Douglas County onsite and report back regarding the timing, after that meeting.

RECORD OF PROCEEDINGS

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C. Update on Resident Request for Playground

Mr. Wenskoski shared a revised playground concept based on the Board's discussion at the previous Board meeting. The Board asked questions regarding accessibility for children with special needs as well as potential shade structures. Mr. Barnett indicated a utility easement would likely be required due to overhead power lines and possibly other utilities on the site. Director Brown asked that a shade structure be incorporated into the design.

D. Other - None

**LEGAL MATTERS**

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 at this time.

B. Update on Emergency Disaster Declaration

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

C. Update on Imperial Park Use

Ms. James provided an update on the letter sent to the homeowner, alerting him to the proper use of Imperial Park and the planned fence installation. Director Prysby requested signage restricting motorized vehicles. Ms. James will look into the language of the Rules and Regulations for that specific item. Mr. Barnett reported the surveyors at Imperial Park will be finished this week.

D. Update on Drone Use

The Board discussed resident Savage's concerns about drones and other unmanned aircraft in the open space/parks. Ms. James reviewed the current Rules and Regulations on the subject, and that drones are not specifically prohibited. It appears the intention is to prevent both rocket launching (unless otherwise approved by the Board) and also the nuisance factor of unmanned aircrafts. Director Prysby and Director Cook discussed past rocket launching by the school, and that the Board had been approached

## RECORD OF PROCEEDINGS

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and given approval on those occasions. There was discussion among the Board whereby some Directors were in favor of a ban and others did not favor it. Ms. James discussed her research thus far and that the FAA has jurisdiction on such aircrafts ultimately. While some municipalities have enacted rules governing the matter, it has been a hot topic (according to her research) in some areas due to the dispute over whether the FAA only or other local jurisdictions can govern. Douglas County does not regulate the matter. The Board directed Ms. James to look for other examples of municipal regulation and possible language for updating the Rules and Regulations with 1) same concept/ban, 2) for addressing use but no nuisance, and 3) to allow the use.

E. Jared Way Sunset Patio

Ms. James provided an update on the Jared Way Sunset Patio encroachment. A follow up letter was sent to the homeowner regarding removal.

F. Other - None

### ENGINEERING MATTERS

A. Update on CDR Contract for Dugout

Mr. Barnett provided an update on the CDR Contract for Dugout, reporting that the project continues to progress.

B. Update on Irrigation Design and Next Steps and Controllers

Mr. Barr invited three team members from CPS to share with the Board how cloud-based controllers work and discuss the costs associated with the controllers. There are 17 controllers in the District and the cost is \$235 per year for communications per controller. The team will review water bills and irrigation repairs for one year. With this information and the site map of the landscaped area, they will determine the potential cost savings of a remote system. CLA will coordinate the information for Mr. Barr to distribute and review.

### LANDSCAPE MAINTENANCE

A. Bailey Tree Update via Written Enclosure

The Environmental Committee will arrange to meet Bailey Tree on site to review the 2021 proposal and provide the Board with a recommendation at the next meeting.

RECORD OF PROCEEDINGS

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- i. Bailey Tree Proposal for Comprehensive Tree Services

No action was taken at this time.

- B. Metco Landscape Report

No discussion.

- C. Review and Consider Approval of Proposals

- i. Metco Proposal for Fall Tree Plantings

Following review, upon a motion duly made by Director Glass, seconded by Director Cook and, upon vote unanimously carried, the Board approved the Metco proposal for fall tree plantings. The Environmental Committee will meet with Metco to determine the exact locations.

- ii. Metco Proposal for Holiday Lighting Installation

Following review, upon a motion duly made by Director Prysby, seconded by Director Cook and, upon vote unanimously carried, the Board approved the Metco proposal for holiday lighting installation.

- D. Other – None.

**OTHER BUSINESS**

- A. Confirm Quorum for November 17, 2020 Special Meeting via ZOOM

A quorum was confirmed for the November 17, 2020 meeting.

**ADJOURNMENT**

Upon a motion duly made by Director Prysby, seconded by Director Cook and, upon vote unanimously carried, the Board adjourned the meeting at 8:28 p.m.

Respectfully submitted,

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

Attest:

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

RECORD OF PROCEEDINGS

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

HELD

Tuesday, October 27, 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, October 27, 2020 at 6:00 p.m. via ZOOM. The meeting was open to the public.

**ATTENDANCE**

In Attendance were Directors:

Calvin Brown  
Debra Prysby  
Garry Cook  
Ephram Glass  
Ed Wagner

Also in Attendance were:

Anna Jones, Nic Carlson, Gina Karapetyan & Janece Soendker;  
CliftonLarsonAllen LLP  
Katie James, Esq.; Folkestad Fazekas Barrick & Patoile, P.C.  
Todd Wenskoski; Livable Cities Studio  
Scott Barnett; Mulhern MRE, Inc.  
Kimberly Armitage; YMCA

**CALL TO ORDER**

The meeting was called to order at 6:06 p.m.

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

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

**APPROVE AGENDA**

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

**DISCUSSION AGENDA**

**2021 Budget Workshop**

A. General Fund

Ms. Soendker reviewed the General Fund with the Board. The Board did not have any questions.

## RECORD OF PROCEEDINGS

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### B. Debt Service Fund

Ms. Soendker reviewed the Debt Service Fund with the Board. The Board did not have any questions.

### C. Capital Projects Fund

Ms. Soendker reviewed the Capital Projects Fund.

The Board agreed to include a line item in the Capital Projects Fund for a Roxborough Village monument west of Rampart Range Road on Waterton Road in the amount of \$70,000, thereby reducing the contingency line item from \$100,000 to \$30,000.

Mr. Barnett answered questions regarding irrigation upgrades and the potential to spread those costs over several years. The Board agreed to include \$100,000 for irrigation repairs and spreading the other upgrades over the next few years.

Ms. James and Ms. Soendker answered questions from the Board regarding the effects on future budgets should the Gallagher Amendment be repealed.

## OTHER BUSINESS

### A. Confirm Quorum for November 17, 2020 Special Meeting via ZOOM

A quorum was confirmed for the November 17, 2020 meeting.

### B. Other

Ms. Armitage reviewed the timeline for the recreation center design options/feasibility and answered questions from the Board.

Ms. James reviewed the timeline for a possible recreation center vote and answered questions from the Board regarding legal requirements for the ballot question.

## ADJOURNMENT

Upon a motion duly made by Director Prysby, seconded by Director Glass and, upon vote unanimously carried, the Board adjourned the meeting at 7:24 p.m.

RECORD OF PROCEEDINGS

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Respectfully submitted,

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

Attest:

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



**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT**  
**FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2020**

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT  
BALANCE SHEET - GOVERNMENTAL FUNDS  
SEPTEMBER 30, 2020

	General	Debt Service	Capital Projects	Total
<b>ASSETS</b>				
Checking - FirstBank	\$ 52,139	\$ -	\$ -	\$ 52,139
Colotrust	862,662	1,730,517	1,569,694	4,162,873
Bond Fund 1993 A&B	-	1,365,133	-	1,365,133
Receivable from County Treasurer	15,224	533	-	15,757
Prepaid insurance	450	-	-	450
<b>TOTAL ASSETS</b>	<b>\$ 930,475</b>	<b>\$ 3,096,183</b>	<b>\$ 1,569,694</b>	<b>\$ 5,596,352</b>
<b>LIABILITIES AND FUND BALANCES</b>				
<b>CURRENT LIABILITIES</b>				
Accounts payable	\$ 179,734	\$ -	\$ 29,079	\$ 208,813
CAB deposit	-	-	3,020	3,020
<b>Total Liabilities</b>	<b>179,734</b>	<b>-</b>	<b>32,099</b>	<b>211,833</b>
<b>FUND BALANCES</b>				
<b>Total Fund Balances</b>	<b>750,741</b>	<b>3,096,183</b>	<b>1,537,595</b>	<b>5,384,519</b>
<b>TOTAL LIABILITIES AND FUND BALANCES</b>	<b>\$ 930,475</b>	<b>\$ 3,096,183</b>	<b>\$ 1,569,694</b>	<b>\$ 5,596,352</b>

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES AND  
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL  
FOR THE NINE MONTHS ENDED SEPTEMBER 30, 2020

19

GENERAL FUND

	Annual Budget	Year to Date Actual	Variance
<b>REVENUES</b>			
Interest income	\$ 10,000	\$ 7,777	\$ (2,223)
Miscellaneous income	7,000	1,348	(5,652)
Other revenue	-	3,700	3,700
Property taxes	982,751	980,335	(2,416)
Specific ownership tax	163,087	114,332	(48,755)
Sports field fees	1,000	-	(1,000)
<b>TOTAL REVENUES</b>	<u>1,163,838</u>	<u>1,107,492</u>	<u>(56,346)</u>
<b>EXPENDITURES</b>			
Accounting	45,000	40,569	4,431
Algae control	5,000	-	5,000
Auditing	5,200	4,950	250
Communications/website	15,000	10,413	4,587
Community events	35,000	68	34,932
Contingency	30,000	-	30,000
County Treasurer's fee	14,741	14,712	29
Directors' fees	8,000	5,700	2,300
District management	120,750	111,212	9,538
Dues and licenses	1,200	1,217	(17)
Election expense	65,000	8,549	56,451
Engineering	45,000	26,532	18,468
Foothills Park and Recreation fees	20,000	6,822	13,178
General repairs and maintenance	20,000	35,198	(15,198)
Graffiti removal/ vandalism	5,000	3,030	1,970
Insurance and bonds	13,000	9,953	3,047
Landscape contract	164,800	124,173	40,627
Landscape irrigation maintenance	25,000	45,159	(20,159)
Landscape maintenance & repairs	75,000	95,493	(20,493)
Landscape weed control	20,000	30,716	(10,716)
Legal services	70,000	69,213	787
Miscellaneous	4,000	844	3,156
Mosquito control	16,000	12,000	4,000
Newsletter and postage	3,000	3,730	(730)
Nonpotable water purchase usage	70,000	47,924	22,076
Open space maintenance / fire mitigation	25,000	-	25,000
Payroll taxes	612	436	176
Playground repairs and maintenance	30,000	7,641	22,359
Portable restrooms	3,000	2,877	123
Seasonal lights	14,000	-	14,000
Skate Park maintenance	15,000	625	14,375
Snow removal	40,000	19,998	20,002
Tree maintenance	80,000	61,890	18,110
Tree spraying	40,000	-	40,000
Utilities	15,000	10,646	4,354
<b>TOTAL EXPENDITURES</b>	<u>1,158,303</u>	<u>812,290</u>	<u>346,013</u>
<b>NET CHANGE IN FUND BALANCES</b>	5,535	295,202	289,667
<b>FUND BALANCES - BEGINNING</b>	<u>436,348</u>	<u>455,539</u>	<u>19,191</u>
<b>FUND BALANCES - ENDING</b>	<u>\$ 441,883</u>	<u>\$ 750,741</u>	<u>\$ 308,858</u>

## SUPPLEMENTARY INFORMATION

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT  
SCHEDULE OF REVENUES, EXPENDITURES AND  
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL  
FOR THE NINE MONTHS ENDED SEPTEMBER 30, 2020

DEBT SERVICE FUND

	Annual Budget	Year to Date Actual	Variance
<b>REVENUES</b>			
Property taxes	\$ 829,326	\$ 827,287	\$ (2,039)
Interest income	55,000	22,896	(32,104)
<b>TOTAL REVENUES</b>	<b>884,326</b>	<b>850,183</b>	<b>(34,143)</b>
<b>EXPENDITURES</b>			
County Treasurer's fee	12,440	12,415	25
Paying agent fees	2,700	2,400	300
Bond interest - Series 1993	138,407	69,697	68,710
Bond interest - Series 2014	47,299	23,650	23,649
Bond principal - Series 2014	875,000	-	875,000
Bond principal - Series 1993	900,000	-	900,000
Contingency	5,000	-	5,000
<b>TOTAL EXPENDITURES</b>	<b>1,980,846</b>	<b>108,162</b>	<b>1,872,684</b>
<b>NET CHANGE IN FUND BALANCES</b>	(1,096,520)	742,021	1,838,541
<b>FUND BALANCES - BEGINNING</b>	<b>2,331,025</b>	<b>2,354,162</b>	<b>23,137</b>
<b>FUND BALANCES - ENDING</b>	<b>\$ 1,234,505</b>	<b>\$ 3,096,183</b>	<b>\$ 1,861,678</b>

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT  
SCHEDULE OF REVENUES, EXPENDITURES AND  
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL  
FOR THE NINE MONTHS ENDED SEPTEMBER 30, 2020

CAPITAL PROJECTS FUND

	Annual Budget	Year to Date Actual	Variance
REVENUES			
Lottery proceeds	\$ 36,000	\$ 27,420	\$ (8,580)
TOTAL REVENUES	<u>36,000</u>	<u>27,420</u>	<u>(8,580)</u>
EXPENDITURES			
Accounting	3,000	-	3,000
Baseball field improvements	5,000	-	5,000
Contingency	100,000	-	100,000
District management	40,000	37,376	2,624
Engineering	20,000	18,676	1,324
Irrigation upgrades/replacement	150,000	-	150,000
Legal services	5,000	4,006	994
Master plan	325,000	151,174	173,826
Parking lot improvements	3,000	-	3,000
Spillway / embankment	150,000	11,644	138,356
Trails/bike path	25,000	51,799	(26,799)
Water rights enhancements	20,000	13,750	6,250
TOTAL EXPENDITURES	<u>846,000</u>	<u>288,425</u>	<u>557,575</u>
NET CHANGE IN FUND BALANCES	(810,000)	(261,005)	548,995
FUND BALANCES - BEGINNING	<u>1,553,426</u>	<u>1,798,600</u>	<u>245,174</u>
FUND BALANCES - ENDING	<u>\$ 743,426</u>	<u>\$ 1,537,595</u>	<u>\$ 794,169</u>

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT  
SCHEDULE OF REVENUES AND EXPENDITURES  
FOR THE NINE MONTHS ENDED SEPTEMBER 30, 2020

CHATFIELD FARMS

	Annual Budget	Year to Date Actual	Variance
<b>REVENUES</b>			
Property taxes	\$ 261,722	\$ 291,650	\$ 29,928
TOTAL REVENUES	261,722	291,650	29,928
<b>EXPENDITURES</b>			
Accounting	6,750	7,445	(695)
Algae control	750	-	750
Auditing	750	747	3
Communications/website	80	1,572	(1,492)
Community events	5,250	10	5,240
County Treasurer's fee	3,926	4,377	(451)
Directors' fees	1,200	861	339
District management	18,112	16,793	1,319
Dues and licenses	180	184	(4)
Election expense	9,750	1,291	8,459
Engineering	6,750	4,006	2,744
General repairs and maintenance	3,000	5,315	(2,315)
Graffiti removal/ vandalism	750	458	292
Insurance and bonds	1,950	1,503	447
Landscape contract	40,000	30,000	10,000
Landscape irrigation maintenance	3,750	6,819	(3,069)
Landscape maintenance & repairs	11,250	14,419	(3,169)
Landscape weed control	3,000	4,638	(1,638)
Legal services	10,500	10,451	49
Miscellaneous	600	128	472
Mosquito control	2,400	1,812	588
Newsletter and postage	450	309	141
Nonpotable water purchase usage	10,500	7,236	3,264
Portable restrooms	1,500	1,438	62
Seasonal lights	2,100	-	2,100
Skate Park maintenance	2,250	-	2,250
Snow removal	6,000	3,020	2,980
Tree maintenance	6,000	-	6,000
Utilities	2,250	-	2,250
Capital outlay / expenses	48,750	-	48,750
Water rights / enhancements	3,000	-	3,000
TOTAL EXPENDITURES	213,498	124,832	88,666
NET CHANGE IN FUND BALANCES	48,224	166,818	118,594
FUND BALANCES - BEGINNING	611,139	611,139	-
FUND BALANCES - ENDING	\$ 659,363	777,957	\$ 118,594
INTEREST ON SHORTFALL		14,058	
CAPITAL RESERVE CONTRIBUTION			
Annual Contribution - Prior Years		(391,604)	
Annual Contribution - Current Year		(31,198)	
		\$ 369,213	

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT  
2020 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Services Provided**

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

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

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

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

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

**Revenues**

**Property Taxes**

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



**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT  
2020 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Revenues - (continued)**

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

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

**Specific Ownership Taxes**

Specific ownership taxes are set by the State and collected by the County Treasurer, primarily on vehicle licensing within the County as a whole. The specific ownership taxes are allocated by the County Treasurer to all taxing entities within the County. The budget assumes that the District's share will be equal to approximately 9% of the property taxes collected by both the General Fund and the Debt Service Fund.

**Net Investment Income**

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

**Expenditures**

**Administrative and Operating Expenditures**

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

**County Treasurer's Fees**

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

**Debt Service**

Principal and interest payments in 2020 are provided based on the debt amortization schedule from the Series 1993 Bonds and Series 2014 Loan (discussed under Debt and Leases).

**Capital Projects**

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

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT  
2020 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Debt and Leases**

**Series 1993 Bonds**

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

**1993 Series B Principal Only**

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

**Series 2014 Loan**

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

**Reserves**

**Emergency Reserves**

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

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT**  
**SCHEDULE OF DEBT SERVICE REQUIREMENTS TO MATURITY**  
**December 31, 2019**

Year	1993 Series B (Note A) Principal Only Bonds Interest Rate 10.41% Principal Paid December 31 Interest Paid June 30 and December 31		2014 Series - \$6,390,000 General Obligation Refunding Tax-Free Loan October 24, 2014 Interest Rate 2.03% Interest Paid June 1 and December 1		Total		
	Principal	Interest	Principal	Interest	Principal	Interest	Total
2020	\$ 900,000	\$ 138,407	\$ 875,000	\$ 47,299	\$ 1,775,000	\$ 185,706	\$ 1,960,706
2021	429,560	44,717	1,455,000	29,537	1,884,560	74,254	1,958,814
	<u>\$ 1,329,560</u>	<u>\$ 183,124</u>	<u>\$ 2,330,000</u>	<u>\$ 76,836</u>	<u>\$ 3,659,560</u>	<u>\$ 259,960</u>	<u>\$ 3,919,520</u>

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT**  
**Schedule of Cash Position**  
**September 30, 2020**  
**Updated as of November 11, 2020**

	<u>General Fund</u>	<u>Debt Service Fund</u>	<u>Capital Projects Fund</u>	<u>Total</u>
<b><u>FirstBank - Checking Account</u></b>				
Balance as of 09/30/20	\$ 52,138.60	\$ -	\$ -	\$ 52,138.60
Subsequent activities:				-
10/14/20 - Transfer from Colostrust	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)
11/09/20 - IREA October	(926.50)	-	-	(926.50)
11/10/20 - Bill.com Payment	-	(300.00)	-	(300.00)
<i>Anticipated ADP Payroll/taxes - November</i>	(520.25)	-	-	(520.25)
<i>Anticipated Payables</i>	(126,032.53)	-	(21,259.76)	(147,292.29)
<i>Anticipated IREA Payment</i>	(591.00)	-	-	(591.00)
<i>Anticipated Roxborough Water payment - August</i>	(16,496.34)	-	-	(16,496.34)
<i>Anticipated Transfer from Colostrust</i>	145,740.24	-	21,259.76	167,000.00
<i>Anticipated Balance</i>	<u>51,663.81</u>	<u>-</u>	<u>-</u>	<u>51,663.81</u>
<b><u>Colostrust - Plus</u></b>				
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
11/10/20 - Insurance Proceeds	66,303.00	-	-	66,303.00
11/10/20 - October PTAX	14,286.73	521.40	-	14,808.13
<i>Anticipated Transfer to Checking</i>	(145,740.24)	-	(21,259.76)	(167,000.00)
<i>Anticipated December 1 D/S Payment</i>	-	(898,649.50)	-	(898,649.50)
<i>Anticipated Balance</i>	<u>707,880.09</u>	<u>833,063.13</u>	<u>1,522,779.04</u>	<u>3,063,722.26</u>
<b><u>UMB - 1993 A &amp; B Bond Fund</u></b>				
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
<i>Anticipated December 31 D/S Payment</i>	-	(969,203.50)	-	(969,203.50)
<i>Anticipated Balance</i>	<u>-</u>	<u>395,940.61</u>	<u>-</u>	<u>395,940.61</u>
<b><i>Anticipated Balances</i></b>	<b><u>\$ 759,543.90</u></b>	<b><u>\$ 1,229,003.74</u></b>	<b><u>\$ 1,522,779.04</u></b>	<b><u>\$ 3,511,326.68</u></b>

**Yield information (as of 10/31/20):**

First Bank - 0.0%

Colostrust Plus - 0.1813%

**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	-	-	-	-	-	-	0.00%	99.81%	26,396.63	-0.06%	99.51%
December	-	-	-	-	-	-	0.00%	99.81%	32,171.88	0.00%	99.51%
<b>Total</b>	<b>\$ 1,808,644.60</b>	<b>\$ -</b>	<b>\$ 128,072.25</b>	<b>\$ 944.74</b>	<b>\$ (27,143.93)</b>	<b>\$ 1,910,517.66</b>	<b>99.81%</b>	<b>99.81%</b>	<b>\$ 3,478,350.47</b>	<b>99.51%</b>	<b>99.51%</b>

Taxes Levied	% of Levied	Property Taxes Collected	% Collected to Amount Levied
\$ 982,751	54.23%	\$ 980,889.49	99.81%
829,326	45.77%	827,755.11	99.81%
<b>\$ 1,812,077</b>	<b>100.00%</b>	<b>\$ 1,808,644.60</b>	<b>99.81%</b>

Chatfield Farms
\$ 261,722.00
-
<b>\$ 261,722.00</b>

**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  
11.11.2020**

Vendor	Invoice #	Description	Balance
<b>ACH</b>			
*Intermountain Rural Electric Association	25782000	Utilities	\$ 739.41
*Intermountain Rural Electric Association	21419100	Utilities	48.00
*Intermountain Rural Electric Association	85311102	Utilities	504.00
*Intermountain Rural Electric Association	26129901	Utilities	21.00
*Intermountain Rural Electric Association	85210100	Utilities	99.80
*Intermountain Rural Electric Association	25968000	Utilities	22.02
*Intermountain Rural Electric Association	21367302	Utilities	21.57
*Intermountain Rural Electric Association	85311000	Utilities	22.47
*Intermountain Rural Electric Association	23509300	Utilities	18.00
*Intermountain Rural Electric Association	85350300	Utilities	21.23
			<hr/> 1,517.50
Roxborough Water & Sanitation District	7122162	Nonpotable water purchase usage	16,496.34
<b>Check or Epayment</b>			
<b>General</b>			
CliftonLarsonAllen, LLP	2671266	District management	11,944.75
CDR Construction	11/11/2020	Playground repairs and maintenance	396.63
CliftonLarsonAllen, LLP	2671266	Communications/website	389.75
Colorado Community Media	9411	Newsletter and postage	27.08
Folkestad Fazekas Barrick & Patoile, P.C	36632	Legal services	7,734.50
Folkestad Fazekas Barrick & Patoile, P.C	36218	Election expense	101.50
Foothills Park & Recreation District	SALES000000033481	Foothills Park and Recreation fees	459.50
Foothills Park & Recreation District	SALES000000033509	Foothills Park and Recreation fees	482.66
Metco Landscape, LLC	SM195902	Landscape contract	13,797.00
Metco Landscape, LLC	555415	Snow removal	990.00
Metco Landscape, LLC	555444	Snow removal	450.00
Metco Landscape, LLC	555169	Tree maintenance	10,750.00
Mulhern MRE Inc.	MMRE62204	Engineering	136.00
Mulhern MRE Inc.	MMRE62203	Engineering	942.00
Plumb Marketing	57496	Communications/website	1,669.86
Survey Systems	9565	Miscellaneous	2,500.00
United Site Services	114-11094281	Portable restrooms	172.80
Western States Reclamation, Inc.	25050-01	Landscape repair and maintenance	72,915.70
United Site Services	114-11094282	Portable restrooms	172.80
			<hr/> 126,032.53
<b>Capital</b>			
Ben Kelly	008.10.2020.1	Master plan	2,550.00
CliftonLarsonAllen, LLP	2671266	District management	4,465.50
Evolution Builders	19189	Master plan	10,821.76
Folkestad Fazekas Barrick & Patoile, P.C	36219	Legal services	1,366.50
Mulhern MRE Inc.	MMRE62202	Engineering	272.00
Mulhern MRE Inc.	MMRE62201	Spillway / embankment	1,784.00
			<hr/> 21,259.76
		<b>TOTAL Checks/Epayment</b>	<b>\$ 147,292.29</b>

**RESOLUTION NO. 2020-11-\_\_**

**RESOLUTION OF THE BOARD OF DIRECTORS  
OF ROXBOROUGH VILLAGE METROPOLITAN DISTRICT  
DOUGLAS COUNTY, COLORADO**

**A RESOLUTION SUMMARIZING EXPENDITURES AND REVENUES FOR EACH  
FUND AND ADOPTING AN AMENDED BUDGET FOR THE ROXBOROUGH  
VILLAGE METROPOLITAN DISTRICT, DOUGLAS COUNTY, COLORADO, FOR  
THE CALENDAR YEAR BEGINNING ON THE FIRST DAY OF JANUARY 2020, AND  
ENDING ON THE LAST DAY OF DECEMBER 2020**

The Board of Directors of Roxborough Village Metropolitan District (the “District”) appointed CliftonLarsonAllen LLP, a Minnesota limited liability partnership, to prepare and submit a proposed Amended Budget for 2020 to the Board of Directors of the District, and they have submitted such proposed Amended Budget for 2020 to the Board of Directors of the District for its consideration; and

Pursuant to due and proper notice published on October 29, 2020 in accordance with the law, interested electors of the District were given the opportunity to file or register any objections to the proposed Amended Budget; and

Such Amended Budget was open for inspection by the public at a designated place: the office of CliftonLarsonAllen LLP, located at 8390 East Crescent Parkway, Suite 300, Greenwood Village, Colorado; and

A public hearing was held on November 17, 2020, at 6:00 p.m., via a Zoom conference call; and

Whatever increases may have been made in the expenditures, like increases were added to the revenues or were planned to be expended from reserves/fund balances so that the budget remains in balance, as required by law.

NOW, THEREFORE, BE IT RESOLVED BY the Board of Directors of the Roxborough Village Metropolitan District, Douglas County, Colorado:

Section 1. That the Amended Budget as submitted, amended, and summarized by fund and attached hereto as Exhibit A, is hereby approved and adopted as the Budget of the Roxborough Village Metropolitan District for the year 2020.

Section 2. That the approved and adopted Amended Budget for 2020 shall be signed by the President or Vice President and Secretary or Assistant Secretary of the District and shall be made a part of the public records of the District and filed in accordance with applicable law.

APPROVED AND ADOPTED this 17<sup>th</sup> 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, President

ATTEST:

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



**EXHIBIT A**  
**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT**  
**AMENDED BUDGET FOR 2020**

**RESOLUTION NO. 2020-11-\_\_**

**RESOLUTION OF THE BOARD OF DIRECTORS  
OF ROXBOROUGH VILLAGE METROPOLITAN DISTRICT  
DOUGLAS COUNTY, COLORADO**

**A RESOLUTION SUMMARIZING EXPENDITURES AND REVENUES FOR EACH  
FUND AND ADOPTING A BUDGET FOR THE ROXBOROUGH VILLAGE  
METROPOLITAN DISTRICT, DOUGLAS COUNTY, COLORADO, FOR THE  
CALENDAR YEAR BEGINNING ON THE FIRST DAY OF JANUARY 2021, AND  
ENDING ON THE LAST DAY OF DECEMBER 2021**

WHEREAS, the Board of Directors of Roxborough Village Metropolitan District (the “District”) has appointed CliftonLarsonAllen LLP, a Minnesota limited liability partnership, to prepare and submit a proposed budget to the Board of Directors of the District at the proper time; and

WHEREAS, the District Manager, has submitted a proposed budget to the Board of Directors of the District on or before October 15, 2020, for its consideration; and

WHEREAS, upon due and proper notice published on October 29, 2020 in accordance with the law, said proposed budget was open for inspection by the public at a designated place: the office of CliftonLarsonAllen LLP, located at 8390 East Crescent Parkway, Suite 300, Greenwood Village, Colorado, and interested electors of the District were given the opportunity to file or register any objections to the proposed budget; and a public hearing was held on November 17, 2020, via a Zoom conference call; and

WHEREAS, whatever increases may have been made in the expenditures, like increases were added to the revenues or were planned to be expended from reserves/fund balances so that the budget remains in balance, as required by law.

NOW, THEREFORE, BE IT RESOLVED BY the Board of Directors of the Roxborough Village Metropolitan District, Douglas County, Colorado:

Section 1. That the budget as submitted, amended, and summarized by fund and attached hereto as Exhibit A, is hereby approved and adopted as the Budget of the Roxborough Village Metropolitan District for the year 2021.

Section 2. That the 2021 Budget hereby approved and adopted shall be signed by the President and Secretary of the District, made a part of the public records of the District and filed in accordance with applicable law.

APPROVED AND ADOPTED this 17<sup>th</sup> 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, President

ATTEST:

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

**EXHIBIT A**  
**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT**  
**2021 BUDGET**

**RESOLUTION NO. 2020-11-\_\_**

**RESOLUTION OF THE BOARD OF DIRECTORS  
OF ROXBOROUGH VILLAGE METROPOLITAN DISTRICT  
DOUGLAS COUNTY, COLORADO**

**A RESOLUTION APPROPRIATING SUMS OF MONEY TO THE VARIOUS  
FUNDS IN THE AMOUNT AND FOR THE PURPOSE AS SET FORTH BELOW,  
FOR THE ROXBOROUGH VILLAGE METROPOLITAN DISTRICT,  
DOUGLAS COUNTY, COLORADO,  
FOR THE 2021 BUDGET YEAR**

WHEREAS, the Board of Directors of Roxborough Village Metropolitan District (the "District") has adopted the annual budget in accordance with the Local Government Budget Law of Colorado, Section 29-1-101 et seq, C.R.S., on November 17, 2020; and

WHEREAS, the Board of Directors of the District have made provisions therein for revenues in an amount equal to or greater than the total proposed expenditures as set forth in said budget; and

WHEREAS, it is not only required by law, but also necessary to appropriate the revenues and reserves or fund balances provided in the budget to and for the purposes described below, thereby establishing a limitation on expenditures for the operations of the District;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Roxborough Village Metropolitan District, Douglas County, Colorado:

Section 1. That the following sums are hereby appropriated from the revenue of each fund, to each fund, for the purposes stated:

General Fund	\$ 1,207,000
Debt Service Fund	\$ 1,977,233
Capital Projects Fund	\$ 755,300

APPROVED AND ADOPTED this 17<sup>th</sup> 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, President

ATTEST:

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

DRAFT

**RESOLUTION NO. 2020-11-\_\_**

**RESOLUTION OF THE BOARD OF DIRECTORS  
OF ROXBOROUGH VILLAGE METROPOLITAN DISTRICT  
DOUGLAS COUNTY, COLORADO**

**A RESOLUTION LEVYING PROPERTY TAXES FOR YEAR 2020 FOR COLLECTION  
IN 2021, TO HELP DEFRAY THE COSTS OF GOVERNMENT  
FOR THE ROXBOROUGH VILLAGE METROPOLITAN DISTRICT,  
DOUGLAS COUNTY, COLORADO,  
FOR THE 2021 BUDGET YEAR**

The Board of Directors of the Roxborough Village Metropolitan District has adopted the annual budget, in accordance with the Local Government Budget Law of Colorado, Section 29-1-101 et seq, C.R.S., on November 17, 2020; and

The 2020 valuation for assessment for the Roxborough Village Metropolitan District (the "District"), as certified by the Douglas County Assessor is \$ 80,238,960; and

The amount of money necessary to balance the budget for general operating purposes from property tax revenue is \$969,848; and

The amount of money necessary to balance the budget for voter approved bonds and interest is \$738,198.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Roxborough Village Metropolitan District, Douglas County, Colorado:

Section 1. That for the purpose of meeting all general operating expenses of the District during the 2021 budget year, there is hereby levied a tax of 12.087 mills\* upon each dollar of the total valuation for assessment of all taxable property within the District for the year 2020.

Section 2. That for the purpose of meeting all payments for bonds and interest of the District during the 2021 budget year, there is hereby levied a tax of 9.200 mills upon each dollar of the total valuation for assessment of all taxable property within the District for the year 2020.

Section 3. That the District Manager is hereby authorized and directed to immediately certify to the Board of County Commissioners of Douglas County, State of Colorado (the "Board of County Commissioners") the mill levies for the District as hereinabove determined and set, or be authorized and directed to certify to the Board of County Commissioners the mill levies for the District as hereinabove determined and set, but as recalculated as needed based upon the final (December) certification of valuation from the Douglas County Assessor in order to comply with any applicable revenue and other budgetary limits.

\*Which includes 0.000 mills for refunds and abatements

APPROVED AND ADOPTED this 17<sup>th</sup> 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, President

ATTEST:

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



October 22, 2020

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

We are pleased to serve as the independent auditors for Roxborough Village Metropolitan District (“Client”) for the year ended December 31, 2020. This letter, together with the attached Terms and Conditions – Attest Engagements, confirms the terms of our engagement.

We will audit Client’s financial statements, the related notes to the financial statements, and, if applicable, supplementary information.

#### Fees

Our fees for this engagement will be billed as work progresses, and progress billings may be submitted. Based upon our discussions with representatives of Client, the fee for this engagement will be \$5000. Expenses for items such as travel, telephone, postage, clerical time, printing, and reproduction of financial statements are included in the fee. Our fee has been determined based on our understanding obtained through discussions with you regarding your preparation for the engagement and your current business operations. To the extent we encounter circumstances outside of our expectations that warrant additional procedures and time, we will communicate that fact and advise you of options and the additional fees necessary to complete the engagement. We expect payment of our billings within 30 days after submission.

#### Audit Objective

The objective of our audit is the expression of an opinion about whether the financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States (“GAAP”). Our audit will be conducted in accordance with auditing standards generally accepted in the United States (“GAAS”) and will include tests of Client’s accounting records and other procedures we consider necessary to enable us to express such an opinion.

We cannot perform management functions or make management decisions on behalf of Client. However, we may provide advice and recommendations to assist management in performing its functions and fulfilling its responsibilities. We may advise management about appropriate accounting principles and their application, but the responsibility for the financial statements remains with management.

Roxborough Village Metropolitan District

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October 22, 2020

### Audit Procedures, Limitations, and Independence

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

Our audit will include obtaining an understanding of Client and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements, and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and you internal control related matters that are required to be communicated under professional standards.

Because of the inherent limitations of an audit combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there exists an unavoidable risk that some material misstatements may exist and not be detected even though our audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of law or government regulations that do not have a direct and material effect on the financial statements. However, we will inform Client management and you of any material errors that come to our attention and any fraud, material or not, that comes to our attention. We will also inform Client management and you of any violations of law or government regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

The supplementary information accompanying the financial statements will be subjected to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, in accordance with GAAS, and our auditor's report will provide an opinion on it in relation to the financial statements as a whole.

We will issue a written report upon completion of our audit of Client's financial statements. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add an emphasis-of-matter or other-matter paragraph. If our opinion is other than unmodified, we will discuss the reasons with Client management and you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement.

Professional and certain regulatory standards require us to be independent in both fact and appearance. Any discussions that you have with Wipfli personnel regarding employment could pose a threat to our independence. Therefore, we request that you inform us immediately prior to any such discussions so that we can implement appropriate safeguards to maintain our independence.

Roxborough Village Metropolitan District

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October 22, 2020

In order for us to remain independent, professional and regulatory standards require us to maintain certain respective roles and relationships with you with respect to any nonattest services we may be asked to perform. Prior to performing such services in conjunction with our audit, management must acknowledge its acceptance of certain responsibilities.

### **Responsibilities of Management**

Management is responsible for the financial statements, the related notes to financial statement and, if applicable, the supplementary information, and underlying financial records and for establishing and maintaining internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with GAAP. Management is also responsible for making all financial records and related information available to us, for the accuracy and completeness of that information, and for providing us with (a) access to all information of which it is aware that is relevant to the preparation and fair presentation of the financial statements, (b) additional information that we may request for the purpose of the audit, and (c) unrestricted access to persons within Client from whom we determine it necessary to obtain audit evidence.

Management is responsible for adjusting the financial statements to correct material misstatements and for confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management is responsible for the preparation of the supplementary information in conformity with GAAP. Management agrees to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. Management also agrees to include the audited financial statements with any presentation of the supplementary information that includes our report thereon.

Management is responsible for the design and implementation of programs and controls to prevent and detect fraud and for informing us about all known or suspected fraud affecting Client involving (a) management, (b) employees who have significant roles in internal control, and (c) others where the fraud could have a material effect on the financial statements. Management is also responsible for informing us of its knowledge of any allegations of fraud or suspected fraud affecting Client received in communications from employees, former employees, regulators, or others. In addition, management is responsible for identifying and ensuring that Client complies with applicable laws and regulations.

As required by GAAS, at the close of the audit we will request from management certain written confirmation concerning oral and written representations made to us in connection with the audit in order to indicate and document the continuing appropriateness of such representations and reduce the possibility of misunderstanding.

Because of the importance of management's representations to an effective audit, Client agrees to release and indemnify Wipfli LLP, its partners, employees, agents, and assigns from any liability, cost, or expense relating to our services under this Letter attributable to any knowing misrepresentation by management. The preceding sentence shall not apply and shall be of no effect in the event its application, in the judgment of any government body or regulatory agency, would impair our independence as your auditor.

Roxborough Village Metropolitan District

Page 4

October 22, 2020

If Client intends to reproduce or publish these financial statements or any portion thereof, whether in paper or electronic form, subsequent to anticipated year-end filings, and make reference to our firm name in connection therewith, management agrees to provide us with proofs in sufficient time for our review and written approval before printing. If in our professional judgment the circumstances require, we may withhold our approval. Client agrees to compensate Wipfli for the time associated with such review.

Client acknowledges and agrees that any advice, recommendations, information, or work product provided to Client by Wipfli in connection with this engagement is for the sole use of Client and may not be relied upon by any third party. Wipfli has no liability or responsibility to any third parties as a result of this engagement.

#### Management Assistance

Assistance to be supplied by Client personnel, including the preparation of schedules and analysis of accounts, will be discussed with management. Timely completion of this work will facilitate the completion of our engagement.

#### Other Services

We may prepare (or assist in preparing) Client financial statements in conformity with GAAP based on information provided by management, but the responsibility for the financial statements remains with management.

Management is responsible for assuming all management responsibilities and for overseeing these services by designating an individual, preferably within senior management, with suitable skill, knowledge, and/or experience. Management is responsible for evaluating the adequacy and results of the services performed and accepting responsibility for them.

**Illegal Aliens:** We certify that Wipfli LLP shall comply with the provisions of C.R.S. 8-17.5-101, et seq.

- A. *Employment or Contracting with Illegal Aliens.* We certify that Wipfli LLP does not knowingly employ or contract with an illegal alien to perform work under this engagement letter, or will enter into a contract with a subcontractor that fails to certify to Wipfli LLP that such subcontractor does not knowingly employ or contract with an illegal alien to perform work under this engagement letter.
- B. *Verification Regarding Illegal Aliens.* We certify that Wipfli LLP has verified the employment eligibility of all employees who are newly hired for employment, to perform the work under this engagement letter, through participation in either the Electronic Employment Verification Program, or Employment Verification Program which is established pursuant to Section 8-17.5-102 (5)(c), C.R.S., (collectively referred to as "Verification Programs").
- C. *Limitation Regarding Verification Programs.* We agree that Wipfli LLP will use the Verification Programs to undertake pre-employment screening of job applicants while performing professional services on behalf of the District.
- D. *Duty to Terminate Subcontractor:* If Wipfli LLP obtains actual knowledge that a subcontractor performing work pursuant to this engagement letter knowingly employs or contracts with an illegal alien, Wipfli LLP shall:

Roxborough Village Metropolitan District

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October 22, 2020

(i) notify the subcontractor and the District within three (3) days that Wipfli LLP 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 Wipfli LLP 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.

Wipfli LLP 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.

- E. *Duty to Comply with Investigation.* Wipfli LLP shall comply with any reasonable request of the Colorado Department of Labor and Employment made in the course of an investigation that the Colorado Department of Labor and Employment is undertaking pursuant to the authority established by C.R.S. 8-17.5-102(5).
- F. *Notification.* The District shall notify the office of the Colorado Secretary of State if Wipfli LLP violates a provision of C.R.S. 8-17.5-102(2), and the District terminates the engagement for such breach. The District will notify the Colorado Secretary of State if a court made such a determination.
- G. *Participation in Employment Verification Program.* Wipfli LLP shall notify the District of its participation in the Employment Verification Program and shall comply with the requirements of C.R.S § 8-17.5-102(5)(c).

#### Other

Greg Livin will be your audit engagement partner.

If the above terms are acceptable to you and the services outlined are in accordance with your requirements, please return a signed copy of this Letter to us.

We look forward to our continued association with you and management and appreciate the opportunity to serve you. Please do not hesitate to call us if you have any questions about the work we are to perform or any other aspect of the services we can provide.



Wipfli LLP

Roxborough Village Metropolitan District

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October 22, 2020

ACCEPTED: ROXBOROUGH VILLAGE METROPOLITAN DISTRICT

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

\_\_\_\_\_  
(Print Name and Title)

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

GL

Enc.

Revision Date (02/24/20)

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## Engagement Letter

## Terms and Conditions – Attest Engagements

1. Entire Agreement

These Terms and Conditions, together with the engagement letter (“Engagement Letter”) to which these Terms and Conditions are attached, and the Engagement Letter’s other appendixes, if any, constitute the entire agreement between the parties on the subject matter thereof and supersede and merge all prior proposals (including prior proposals of Wipfli regarding the engagement), understandings, and agreements (oral or written) between the parties relating to the subject matter, including, without limitation, the terms of any request for proposal issued to Client or the standard printed terms on any purchase order issued by Client. No modification, amendment, supplement to, or waiver of these Terms and Conditions or Engagement Letter shall be binding upon the parties unless made in writing and duly signed by both parties. To the greatest extent reasonably possible, the provisions of the Engagement Letter, its Appendixes (including these Terms and Conditions), and any other exhibit, attachment, schedule, or other document referenced in or by the Engagement Letter shall be read together and harmonized to give effect to the parties’ intent. In the event of a direct conflict between the Terms and Conditions and the provisions of an Engagement Letter issued by Wipfli, the Engagement Letter will apply.

Client’s failure to pay on a timely basis for services rendered as required by this Engagement Letter, Wipfli will not be liable to Client for any damages that occur as a result of our ceasing to render services.

In the event Client requests us to, or we are required to, respond to a subpoena, court order, government regulatory inquiries, or other legal process against Client or management for the production of documents and/or testimony relative to information Wipfli obtained and/or prepared during the course of this or any prior engagements, Client agrees to compensate us for all time we expend in connection with such response, at our regular rates, and to reimburse us for all related out-of-pocket costs that we incur.

2. Commencement and Term

An Engagement Letter shall become effective when signed by duly authorized representatives of both parties and shall remain in full force and effect until the services to be delivered under the Engagement Letter are complete (as reasonably determined by Wipfli) unless earlier terminated by either party as provided in the Engagement Letter or these Terms and Conditions. Each person executing an Engagement Letter on behalf of a party represents and warrants to the other that he or she has all power and authority to bind the party on whose behalf he or she is executing same.

5. Independent Contractor

The relationship between Wipfli and Client is solely and exclusively that of independently contracting parties.

6. Non-Exclusivity

No right of exclusivity is granted, guaranteed, or implied by Wipfli and Client entering into any Engagement Letter. Client acknowledges that Wipfli regularly performs the same or similar services as are being provided hereunder to third parties.

3. Fee Estimates and Change Orders

Wipfli’s Engagement Letter may set forth certain ranges for Wipfli’s fees charged on any project or work. Wipfli provides fee estimates as an accommodation to Client. Unless otherwise indicated in the Engagement Letter, fee estimates shall not be construed as or deemed to be a minimum or maximum fee quotation. Although Wipfli reasonably believes suggested fee ranges are accurate, Wipfli’s actual fees may vary from its fee estimates.

7. Privacy and Engagement Staffing

Wipfli expressly reserves the right to replace, in its sole discretion upon notice to Client, any of our professional project team members, as necessary, to provide quality and timely service to Client. From time to time, and depending upon circumstances, Wipfli may use third-party service providers, such as independent contractors, specialists, or vendors to assist us in providing professional services, including tax services. We may also use personnel from affiliates of Wipfli and other Wipfli-related entities (including our wholly-owned Indian subsidiary and contractors in the Philippines) or any of their respective affiliates. These entities and their personnel may be located within or outside the United States. In addition, Wipfli may utilize third-party service providers, including cloud-based service providers, who may collect, use, transfer, transmit, store, or otherwise process Client information in connection with the delivery of certain services. Wipfli is committed to maintaining the confidentiality and security of Client’s information, and accordingly, Wipfli maintains policies, procedures and safeguards to protect the confidentiality of Client information. In addition, our agreements with all service providers appropriately maintain and protect the confidentiality of Client information, provided we may use electronic media to transmit Client information and such use in itself will not constitute a breach of any confidentiality obligation. We remain responsible to Client for the supervision of all service providers, entities, and personnel who assist us in rendering professional services hereunder and for protecting the confidentiality of Client information. Client hereby consents and authorizes us to disclose Client information to the foregoing entities and parties for the purpose of providing professional services, including tax services, to Client.

If, during the course of Wipfli’s engagement, Wipfli determines that more work will be required than initially estimated, Wipfli will discuss, as soon as possible, the reasons with Client. Work that falls outside the agreed-upon scope of Wipfli’s engagement shall be covered by a Change Order. Service completion times are estimated and subject to change. Where applicable, all such estimates assume that Client’s hardware platform/computer system will, at the commencement of the services, be fully operable as intended and designed, functioning as necessary and available to Wipfli without material restriction for the duration of the services. Such estimates also include necessary and reasonable cooperation from client personnel.

Wipfli is committed to protecting personal information that can be linked to specific individuals, including health information (“Personal Data”) and will maintain such Personal Data in confidence in accordance with professional standards and governing laws. Client will not provide any Personal Data to Wipfli unless necessary to perform professional services described in the engagement letter. When providing any Personal Data to us, Client will comply with all applicable laws (both foreign and domestic) and will anonymize, mask, obfuscate, and/or de-identify, if reasonably possible, all Personal Data that is not necessary to perform the professional services described in the engagement letter. Any Personal Data provided to us by Client will be kept confidential and not disclosed to any third party not described above (parties providing us assistance in rendering professional services) unless expressly permitted by Client or required by law, regulation, legal process, or professional standards. Client is responsible for obtaining, pursuant to law or regulation, consents from parties that provided Client with their personal information, which will be obtained, used, and disclosed by Wipfli for its required purposes.

Unless otherwise agreed in the Engagement Letter, miscellaneous expenses incurred by Wipfli in the course of performing the services will be charged in addition to Wipfli’s professional fees. Miscellaneous expenses may include, but are not limited to: travel, lodging, transportation, and meals for projects requiring travel; clerical processing; telecommunications charges; delivery expenses; and all sales, use, ad valorem, excise, or other taxes or other governmental charges.

4. Fees

Unless otherwise agreed, all invoices are due and payable within thirty (30) days of the invoice date. All business or commercial accounts will be charged interest at the lesser of one percent (1%) per month or the maximum rate permitted by law, except where prohibited by law, on Client’s balance due to Wipfli that is outstanding over thirty (30) days. At our discretion, work may be suspended if Client’s account becomes overdue and will not be resumed until Client’s account is paid in full. Client acknowledges and agrees that we are not required to continue work in the event of a failure to pay on a timely basis for services rendered as required. Client further acknowledges and agrees that in the event Wipfli stops work or withdraws from this engagement as a result of

For additional information related to client personal information, please see Wipfli’s Privacy Statement located at [www.wipfli.com/privacy-statement](http://www.wipfli.com/privacy-statement).

## Engagement Letter

## Terms and Conditions – Attest Engagements

8. Wipfli Owners

Some persons who own an interest in Wipfli may not be licensed as Certified Public Accountants and may provide services related to this engagement.

9. Intellectual Property Rights

Client acknowledges that Wipfli owns all intellectual property rights, title, and interest to all information provided or developed throughout the duration of this engagement. Any use of this material, other than for the stated purposes in this Engagement Letter, is not authorized. In addition, Client shall not alter or remove any of Wipfli's trademarks, copyright registration marks, patent, or other intellectual property notices applicable to any of Wipfli's goods, marketing material, or advertising media, and shall not in any way alter any of Wipfli's products. Client shall promptly notify Wipfli in writing of any infringement of Wipfli's intellectual property by third parties of which Client becomes aware. Neither party shall acquire any right, title, or interest in or to the other party's code, data, business processes, or other information to which such party may have access during the term of the engagement hereunder. All such code, data, business process and other information shall be solely and exclusively the property of the originating party.

10. Governing Law

All agreements between Wipfli and Client for any service shall be governed by and construed in accordance with the internal laws of the state in which the Wipfli office which issues the Engagement Letter related to the services is located.

11. Severability

In the event that any term or provision of the Engagement Letter or these Terms and Conditions shall be held to be invalid, void, or unenforceable, then the remainder shall not be affected and each remaining term or condition shall be valid and enforceable to the fullest extent permitted by law.

12. Record Retention

We will retain records related to this engagement pursuant to our record retention policy. At the end of the relevant time period, we will destroy our records related to this engagement. However, original records will be returned to Client upon the completion of the engagement. When records are returned, it is Client's responsibility to retain and protect the records for possible future use, including potential examination by governmental or regulatory agencies.

13. Termination

An Engagement Letter may be terminated as follows: (i) by either party immediately upon written notice to the other if either party hereto becomes the subject of voluntary or involuntary bankruptcy or other insolvency proceeding, (ii) by Wipfli or Client if either party defaults in the performance of any of its covenants and agreements set forth in an Engagement Letter (except when such default is due to a cause beyond the control of the party) and such default is not cured within thirty (30) days after notice from either party specifying the nature of such default, and (iii) by Wipfli or Client with or without cause upon providing thirty (30) days written notice. Termination of an Engagement Letter shall have no effect on either party's obligation to pay any amount due and owing with respect to such periods prior to the effective date of such termination.

Wipfli has the right to withdraw from this engagement, at our discretion, if Client does not provide us with the information we request in a timely manner, refuses to cooperate with our reasonable requests, or misrepresents any facts. Our withdrawal will release us from any obligation to complete the engagement and will constitute completion of our engagement. Client agrees to compensate us for our time and out-of-pocket expenses through the date of our withdrawal.

14. Assignment

The Engagement Letter to which these Terms and Conditions are attached shall be binding on the parties hereto and their respective successors and assigns. Neither party may assign this Engagement Letter without prior written consent of the other, except that Wipfli may assign its rights and obligations under this Engagement Letter without the approval of Client to an entity that acquires all or substantially all of the assets of Wipfli or to any subsidiary or affiliate or successor in a merger, acquisition, or change of control of Wipfli; provided that in no event shall such assignment relieve Wipfli of its obligations under this Engagement Letter.



## Environmental Committee Updates

### **Planting Planning:**

- We met with Ray Sperger and did walk-throughs by Crystal Lake and Willow Creek. He provided recommendations for both areas. From those recommendations, we'll put together plans for both areas.
- Carrie Hanson organized an experimental seeding effort to put some of Ray's suggestions into practice. We gathered some local seeds and had 18 volunteers plant 11 different species of wildflowers on 20 sites on the north end of the Willow Creek greenway. We'll monitor these sites to see if our planting methods worked and what species do well.

### **Tree Planting:**

- We marked out tree placements for Metco to plant trees on the east side of Village Circle West opposite Imperial Park.

### **Bailey Contract:**

- We recommend sticking with Bailey's routine maintenance activities excluding any insecticidal treatments. It's more financially prudent to leave ash trees untreated though they are susceptible to the ash borer (which George has not seen in our trees yet). Since our pine trees are only susceptible to insect damage when stressed, George recommended watering the few trees we have in unirrigated areas during drought conditions. He will be providing a list of those trees so we can target those for extra watering.

### **Proposed nursery update:**

- In conjunction with Roxborough Intermediate School, we identified a promising location for a native plant nursery at the northwest corner of their building. It's near a water manifold, has good visibility, is covered by the school's cameras, is easily accessible, has flat ground, and has good sun exposure.

## Herschberg, Natalie

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**From:** Jones, Anna  
**Sent:** Wednesday, October 28, 2020 2:18 PM  
**To:** Herschberg, Natalie  
**Cc:** Carlson, Nicholas  
**Subject:** FW: [External] Drainage erosion  
**Attachments:** -262196214598435829.jpg; -3926903293050255366.jpg; -2350857614620523552.jpg; -3801413018620582521.jpg

Photos and email for Nov meeting packet – under Env Comm  
Thx!!



**Anna Jones, Public Manager**  
 Outsourcing, CliftonLarsonAllen LLP

Direct 303-793-1478, Mobile 303-931-6134  
[anna.jones@CLAconnect.com](mailto:anna.jones@CLAconnect.com)

Main 303-779-5710 x31478, Fax 303-779-0348  
 8390 E Crescent Parkway, Suite 500, Greenwood Village, CO 80111  
[CLAconnect.com](http://CLAconnect.com)

WEALTH ADVISORY | OUTSOURCING | AUDIT, TAX, AND CONSULTING



Investment advisory services are offered through CliftonLarsonAllen  
 Wealth Advisors, LLC, an SEC-registered investment advisor.

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**From:** Ephram Glass <[ephramglass@gmail.com](mailto:ephramglass@gmail.com)>  
**Sent:** Wednesday, October 28, 2020 9:00 AM  
**To:** Jones, Anna <[Anna.Jones@claconnect.com](mailto:Anna.Jones@claconnect.com)>  
**Cc:** Debra Prysby <[debbieprysby@gmail.com](mailto:debbieprysby@gmail.com)>  
**Subject:** [External] Drainage erosion



**Think Security**  
 at CLA

This email originated from an external source.

Anna,

Carrie and Ray Sperger noticed there was a blockage removed from the drainage [here](#) that is causing erosion and undercutting the trees in that area. Ray said the stuff that was blocking the drain was put in the wrong place which caused the outflow to go in the wrong direction thereby causing the erosion.

I wasn't aware that we were doing any work in that area - was that Metco? Is it possible to have Bill Barr talk with Ray to figure out a solution? I've attached Carrie's photos for reference.

Thanks,  
 Ephram









## 2009-2020 Science CAS Gaps/Overlaps

### ALL Science - 2020 CAS Content

<https://www.cde.state.co.us/standardsandinstruction/standards>

### Standards Detailed Changes

#### Roxborough Primary and Intermediate Programme of Inquiry 2020-21

Grade/ Age	Who We Are	Where We Are in Place and Time	How We Express Ourselves	How the World Works	How We Organize Ourselves	Sharing the Planet
	<p>An inquiry into</p> <ul style="list-style-type: none"> <li>the nature of the self (K)</li> <li>beliefs and values (1,4,6)</li> <li>personal, physical, mental, social and spiritual health (5,K)</li> <li>human relationships including families, friends, communities and cultures(1,2, 4, 6)</li> <li>rights and responsibilities (2,3)</li> <li>what it means to be human (5)</li> </ul>	<p>An inquiry into</p> <ul style="list-style-type: none"> <li>orientation in place and time (K,3,6)</li> <li>personal histories (K,2)</li> <li>homes and journeys (3,5)</li> <li>the discoveries, explorations and migrations of humankind (5, 4, 6)</li> <li>the relationships between and the interconnectedness of individuals and civilizations, from local and global perspectives (1,5,2,4,6)</li> </ul>	<p>An inquiry into</p> <ul style="list-style-type: none"> <li>the ways in which we discover and express ideas, feelings, nature, culture, beliefs and values (K,1,2,3,4,5,6)</li> <li>the ways in which we reflect on, extend and enjoy our creativity (K,2)</li> <li>our appreciation of the aesthetic (2,5)</li> </ul>	<p>An inquiry into</p> <ul style="list-style-type: none"> <li>the natural world and its laws (K,1,2,3,4,6)</li> <li>the interaction between the natural world (physical and biological) and human societies(6)</li> <li>how humans use their understanding of scientific principles (2,3,5)</li> <li>the impact of scientific and technological advances on society and on the environment (6)</li> </ul>	<p>An inquiry into</p> <ul style="list-style-type: none"> <li>the interconnectedness of human-made systems and communities (K,1,2,6)</li> <li>the structure and function of organizations (K,2,5,6)</li> <li>societal decision-making (2,3,5,6)</li> <li>economic activities and their impact on humankind and the environment (3, 4)</li> </ul>	<p>An inquiry into</p> <ul style="list-style-type: none"> <li>rights and responsibilities in the struggle to share finite resources with other people and with other living things (K,1,2,3,4,5,6)</li> <li>communities and the relationships within and between them (2)</li> <li>access to equal opportunities (5)</li> <li>peace and conflict resolution (6)</li> </ul>

<b>K 4-5 years</b>	<p><u>Jan. - Feb. (5 weeks)</u></p> <p><b>Central Idea:</b> Wellness is impacted by personal choices.</p> <p><b>An Inquiry Into:</b> *healthy vs. unhealthy</p> <p>*effects of an unhealthy lifestyle *how to lead a healthy lifestyle</p> <p><b>Key Concepts:</b> form causation responsibility</p> <p><b>Related Concepts:</b> healthy eating exercise sleep Germs</p>	<p><u>Nov.-Dec. (6 weeks)</u></p> <p><b>Central Idea:</b> Understanding our past can impact the present.</p> <p><b>An Inquiry Into:</b> * personal history * similarities and differences of past and present * history</p> <p><b>Key Concepts:</b> form change connection</p> <p><b>Related Concepts:</b> questioning similarities and differences</p>	<p><u>Feb. - March (6 weeks)</u></p> <p><b>Central Idea:</b> Different kinds of writing help us express our ideas and share our feelings.</p> <p><b>An Inquiry Into:</b> *different authors and illustrators *ways to express our ideas and feelings *making personal connections</p> <p><b>Key Concepts:</b> perspective reflection connection</p> <p><b>Related Concepts:</b> emotions opinions innovation Cooperation</p>	<p><u>April - May (6 weeks)</u></p> <p><b>Central Idea:</b> Attributes of living things help us understand the world.</p> <p><b>An Inquiry Into:</b> *characteristics of living things *sorting and classifying living things *animal habitats</p> <p><b>Key Concepts:</b> form function change</p> <p><b>Related Concepts:</b> life cycles patterns similarities and differences</p> <p><a href="#"><u>Archived- 19-20 How the World Works- Grade 2</u></a></p> <p><a href="#"><u>Archived- 19-20 How the World Works- Grade 4</u></a></p>	<p><u>Aug.-Sept. (6 weeks)</u></p> <p><b>Central Idea:</b> Friendships and rules impact communities.</p> <p><b>An Inquiry Into:</b> *personal safety *similarities and differences between home and school *purpose of rules</p> <p><b>Key Concepts:</b> responsibility connection causation</p> <p><b>Related Concepts:</b> citizenship rights and roles conflict resolution Safety</p>	<p><u>Oct.-Nov. ( 6 weeks)</u></p> <p><b>Central Idea:</b> Plants play a role in our lives.</p> <p><b>An Inquiry Into:</b> *caring for plants *products from plants *how plants contribute to life on Earth</p> <p><b>Key Concepts:</b> responsibility change connection</p> <p><b>Related Concepts:</b> cause/effect living/non-living</p> <p><a href="#"><u>Archived- 19-20 Sharing the Planet- Grade 1</u></a></p> <p><a href="#"><u>Archived- 19-20 Sharing the Planet- Grade 2</u></a></p>
<b>Grade/ Age</b>	<b>Who We Are</b>	<b>Where We Are in Place and Time</b>	<b>How We Express Ourselves</b>	<b>How the World Works</b>	<b>How We Organize Ourselves</b>	<b>Sharing the Planet</b>



<b>1st 6-7 Years</b>	<b>Aug. - Sept. (6 weeks)</b>	<b>Sept.- Oct.. (5 weeks)</b>	<b>Jan.- Feb. ( 5 weeks)</b>	<b>April-May (6 weeks)</b>	<b>Feb.-March (5 weeks)</b>	<b>Nov.- Jan. (6 weeks)</b>
	<p><b>Central Idea:</b> Individual choices are based on values which impact human relationships.</p> <p><b>An Inquiry Into:</b> *value systems *human choices *how choices impact others</p> <p><b>Key Concepts:</b> perspective form causation</p> <p><b>Related Concepts:</b> choices cause and effect Leadership</p>	<p><b>Central Idea:</b> Personal roles and responsibilities impact the community.</p> <p><b>An Inquiry Into:</b> *interconnectedness of roles within a community</p> <p>*characteristics of a responsible leader and team member</p> <p>*making choices to benefit self and others</p> <p><b>Key Concepts:</b> connection form</p> <p><b>Related Concepts:</b> cause and effect wants and needs financial literacy leadership</p>	<p><b>Central Idea:</b> People express themselves through traditions and celebrations.</p> <p><b>An Inquiry Into:</b> *family and cultural traditions *connections between ourselves and the past *beliefs and values</p> <p><b>Key Concepts:</b> form connection causation</p> <p><b>Related Concepts:</b> tradition and celebration patterns wants and needs similarities and differences</p>	<p><b>Central Idea:</b> Earth's materials are impacted by the natural world.</p> <p><b>An Inquiry Into:</b> *Earth's materials and its properties *how Earth's materials change *uses of natural resources</p> <p><b>Key Concepts:</b> form change responsibility</p> <p><b>Related Concepts:</b> classification similarities and differences properties of matter Experimentation</p> <p><b>Archived- 19-20 How the World Works- Grade 4</b></p>	<p><b>Central Idea:</b> Symbols help us to understand our world.</p> <p><b>An Inquiry Into:</b> * importance of symbols * how symbols are used * how people interpret symbols.</p> <p><b>Key Concepts:</b> connection function perspective</p> <p><b>Related Concepts:</b> representation mapping communication boundaries</p>	<p><b>Central Idea:</b> Living things are interdependent and rely on earth's finite resources.</p> <p><b>An Inquiry Into:</b> * physical characteristics and needs of living things *interdependence of living things *how finite resources affect living things</p> <p><b>Key Concepts:</b> form connection responsibility</p> <p><b>Related Concepts:</b> conservation adaptation classification similarities and differences food chain</p> <p><b>Archived 19-20 How the World Works- Kindie</b></p>
<b>Grade/ Age</b>	<b>Who We Are</b>	<b>Where We Are in Place and Time</b>	<b>How We Express Ourselves</b>	<b>How the World Works</b>	<b>How We Organize Ourselves</b>	<b>Sharing the Planet</b>

<b>2nd 7-8 Years</b>	<p><b><u>Aug. - Sept. (6 weeks)</u></b></p> <p><b>Central Idea:</b> People advocate for and express their ideas to improve their communities.</p> <p><b>An Inquiry Into:</b> *the characteristics of a responsible person. *the ways that different cultures and beliefs influence a community. *conflict resolution. *taking an active role in solving a conflict in your community.</p> <p><b>Key Concepts:</b> form Responsibility Perspective connection</p> <p><b>Related Concepts:</b> honesty respect communication Collaboration</p>	<p><b><u>Jan - Feb. (6 weeks)</u></b></p> <p><b>Central Idea:</b> People's actions and ideas influence the world.</p> <p><b>An Inquiry Into:</b> *the importance of history *people that have changed history *how historical figures have impacted today's society</p> <p><b>Key Concepts:</b> connection change causation</p> <p><b>Related Concepts:</b> perspective historical sources prejudice responsibility</p>	<p><b><u>Feb. - March (6 weeks)</u></b></p> <p><b>Central Idea:</b> People use artistic expression to communicate a message.</p> <p><b>An Inquiry Into:</b> *self expression *different literary genres *planning and organization of writing</p> <p><b>Key Concepts:</b> form perspective reflection</p> <p><b>Related Concepts:</b> genres audience purpose beliefs and valuesu</p>	<p><b><u>Nov.- Dec. (6 weeks)</u></b></p> <p><b>Central Idea:</b> Understanding movement generates ideas for innovation.</p> <p><b>An Inquiry Into:</b> *how things move *changes in an object's motion *application of the concepts of force and motion</p> <p><b>Key Concepts:</b> function causation connection</p> <p><b>Related Concepts:</b> prediction properties cause and effect</p> <p><b><u>Archived- 19-20 How the World Works- Grade 1</u></b></p> <p><b><u>Archived- 19-20 How the World Works- Grade 3</u></b></p> <p><b><u>Archived 19-20 How the World Works- Grade 6</u></b></p>	<p><b><u>Sept. - Oct. (6 weeks)</u></b></p> <p><b>Central Idea:</b> <b>Community structures are impacted by the decision-making of its members.</b></p> <p><b>An Inquiry Into:</b> *structure of a community</p> <p>*interdependence of communities</p> <p>*decision making in a community</p> <p><b>Key Concepts:</b> form connection causation</p> <p><b>Related Concepts:</b> wants and needs Interdependence</p>	<p><b><u>April - May (6 weeks)</u></b></p> <p><b>Central Idea:</b> Habitats are impacted by many elements.</p> <p><b>An Inquiry Into:</b> *function of habitats  *changes in habitats  *human impact on habitats</p> <p><b>Key Concepts:</b> function change responsibility</p> <p><b>Related Concepts:</b> adaptation systems resources Patterns</p> <p><b><u>Archived- 19-20 Sharing the Planet- Grade 1</u></b></p> <p><b><u>Archived- 19-20 Sharing the Planet- Grade 3</u></b></p> <p><b><u>Archived - 19-20 Sharing the Planet- Grade 4</u></b></p>
<b>Grade/ Age</b>	<b>Who We Are</b>	<b>Where We Are in Place and Time</b>	<b>How We Express Ourselves</b>	<b>How the World Works</b>	<b>How We Organize Ourselves</b>	<b>Sharing the Planet</b>

<b>3rd 8-9 Years</b>	<p><b><u>August (4 weeks)</u></b></p> <p><b>Central Idea:</b> Rights and responsibilities of individuals impact democratic societies.</p> <p><b>An Inquiry Into:</b> *characteristics of a responsible citizen *local government *making change in local policies</p> <p><b>Key Concepts:</b> function Change responsibility</p> <p><b>Related Concepts:</b> roles, rights, responsibilities respect listening &amp; speaking compromise Perspective</p>	<p><b><u>Jan.-Feb. (6 weeks)</u></b></p> <p><b>Central Idea:</b> Settlement patterns are influenced by needs.</p> <p><b>An Inquiry Into:</b> *geographical characteristics of a region *reasons for choice of settlement in world regions *similarities and differences of world regions</p> <p><b>Key Concepts:</b> form causation connection</p> <p><b>Related Concepts:</b> history map skills landforms natural resources</p> <p><b><u>Archived- 19-20 Where We Are in Place and Time- Grade 4</u></b></p>	<p><b><u>Sept.-Oct. (4-6 weeks)</u></b></p> <p><b>Central Idea:</b> Literature may express beliefs, values, and culture.</p> <p><b>An Inquiry Into:</b> *types of literature *author's purpose *understanding historical influence through literature</p> <p><b>Key Concepts:</b> perspective connection reflection</p> <p><b>Related Concepts:</b> communication folklore myths fairy tales legends tall tales fact vs. fiction</p>	<p><b><u>April-May. (4-5 weeks)</u></b></p> <p><b>Central Idea:</b> Scientific observation impacts understanding of our environment.</p> <p><b>An Inquiry Into:</b> *states of matter *changing states of matter mixtures *causes of the changing states of matter</p> <p><b>Key Concepts:</b> form change causation</p> <p><b>Related Concepts:</b> observation analyze &amp; interpret data Properties</p> <p><b><u>Archived- 19-20 How the World Works- Grade 2</u></b></p>	<p><b><u>March-April (6 weeks)</u></b></p> <p><b>Central Idea:</b> Availability of resources impacts economic decision making.</p> <p><b>An Inquiry Into:</b> *goods and services *production and consumption *supply and demand of resources</p> <p><b>Key Concepts:</b> function perspective responsibility</p> <p>Connection <b>Related Concepts:</b> interdependence financial literacy</p>	<p><b><u>Nov.-Dec. (5 weeks)</u></b></p> <p><b>Central Idea:</b> Cycles impact the world.</p> <p><b>An Inquiry Into:</b> *functioning of cycles *interruptions of cycles *interaction of cycles within our world</p> <p><b>Key Concepts:</b> form causation reflection</p> <p><b>Related Concepts:</b> cause and effect Interdependence</p> <p><b><u>Archived- 19-20 Sharing the Planet- Grade 5</u></b></p>
<b>Grade/ Age</b>	<b>Who We Are</b>	<b>Where We Are in Place and Time</b>	<b>How We Express Ourselves</b>	<b>How the World Works</b>	<b>How We Organize Ourselves</b>	<b>Sharing the Planet</b>

<b>4th 9-10 Years</b>	<b><u>Nov.-Dec.(4 weeks)</u></b>	<b><u>Jan.-Feb. (6 weeks)</u></b>	<b><u>Mar.-Apr. (5 weeks)</u></b>	<b><u>April -May (4 weeks)</u></b>	<b><u>Aug-Sep (6 weeks)</u></b>	<b><u>Sep-Oct (6 weeks)</u></b>
	<p><b>Central Idea:</b> Our relationships help to create our personal stories.</p> <p><b>An Inquiry Into:</b> *similarities and differences affect relationships *how our experiences create our story *how the people in our lives change and shape our beliefs</p> <p><b>Key Concepts:</b> perspective connection causation</p> <p><b>Related Concepts:</b> Attributes Heroes Similarities Differences Venn Diagram Graphing</p> <p><b><u>Archived- 19-20 Who We Are- Grade 5</u></b></p>	<p><b>Central Idea:</b> Geography and resources influence migration.</p> <p><b>An Inquiry Into:</b> *factors that affect migration *physical evidence and geographical observations from the past *how past societies influence modern culture</p> <p><b>Key Concepts:</b> function causation connection</p> <p><b>Related Concepts:</b> cause and effect compare and contrast push factors (force that drives people away from a place) pull factors (force that drives people to a place)</p>	<p><b>Central Idea:</b> People choose various forms of expression to communicate and connect with others.</p> <p><b>An Inquiry Into:</b> * forms of expression *how people view and interpret the world differently * effective communication and empathy</p> <p><b>Key Concepts:</b> form perspective connection</p> <p><b>Related Concepts:</b> figurative language physical, verbal and written communication (expression, performance), art music, dance and architecture as forms of expression</p>	<p><b>Central Idea:</b> Observing predictable patterns guide our understanding of the solar system.</p> <p><b>An Inquiry Into:</b> *phases of the moon *reasons for seasons *components of the solar system</p> <p><b>Key Concepts:</b> causation change function</p> <p><b>Related Concepts:</b> systems patterns cause and effect</p> <p><b><u>Archived- 19-20 How the World Works- Grade 2</u></b></p> <p><b><u>Archived 19-20 How the World Works- Grade 6</u></b></p>	<p><b>Central Idea:</b> Our system of governance impacts economics.</p> <p><b>An Inquiry Into:</b> *what makes a productive citizen *structures of local government *how incentives and opportunity cost affect choice</p> <p><b>Key Concepts:</b> reflection responsibility function</p> <p><b>Related Concepts:</b> wants vs. needs goods vs. services barter personal financial literacy rights, responsibilities, rewards, consequences</p>	<p><b>Central Idea:</b> Ecosystems and resources are connected.</p> <p><b>An Inquiry Into:</b> *the structures of and within ecosystems *interdependence of resources within an ecosystem *human responsibility toward sustainable ecosystems</p> <p><b>Key Concepts:</b> form change responsibility</p> <p><b>Related Concepts:</b> habitats adaptation Interdependence</p> <p><b><u>Archived- 19-20 Sharing the Planet- Grade 5</u></b></p>
<b>Grade/ Age</b>	<b>Who We Are</b>	<b>Where We Are in Place and Time</b>	<b>How We Express Ourselves</b>	<b>How the World Works</b>	<b>How We Organize Ourselves</b>	<b>Sharing the Planet</b>

<b>5th 10-11 Years</b>	<u>April-May (6 weeks)</u>  <b>Central Idea:</b> Health and balance are dependent on interconnected living systems.  <b>An Inquiry Into:</b> *form and function of living systems *how living systems interact *maintaining health and balance in living systems.  <b>Key Concepts:</b> causation function connection  <b>Related Concepts:</b> systems growth balance health	<u>Nov.- Dec. (6 weeks)</u>  <b>Central Idea:</b> Hardships and conflict impact perspective.  <b>An Inquiry Into:</b> *conflict and perspective  *how conflict impacts movement and settlement  *the Revolutionary War  <b>Key Concepts:</b> perspective causation change  <b>Related Concepts:</b> conflict war exploration colonization	<u>Aug.-Sept. (4-5 weeks)</u>  <b>Central Idea:</b> We express ourselves through our choices and actions.  <b>An Inquiry Into:</b> *ourselves  *how self expression impacts a group  *life choices as an expression of ourselves  <b>Key Concepts:</b> reflection connection perspective  <b>Related Concepts:</b> Collaboration personality traits learning styles Expression	<u>Jan. - Feb. (5-6 weeks)</u>  <b>Central Idea:</b> Systematic ways of thinking lead to discoveries.  <b>An Inquiry Into:</b> *Mixtures and solutions  *Physical and chemical reactions  *Applying scientific principles in the real world  <b>Key Concepts:</b> form change connection  <b>Related Concepts:</b> dissolving reactions Evaporating  <b>Archived- 19-20 How the World Works- Grade 4</b>	<u>Oct.-Nov. (6 weeks)</u>  <b>Central Idea:</b> Government impacts the rights and responsibilities of its citizens.  <b>An Inquiry Into:</b> *how government functions  *rights and responsibilities as citizens  *how government decisions impact its citizens.  <b>Key Concepts:</b> function responsibility form  <b>Related Concepts:</b> freedom justice communication legislation	<u>Feb.- Mar. (6 weeks)</u>  <b>Central Idea:</b> Resources and human activity impact one another.  <b>An Inquiry Into:</b> *renewable/nonrenewable resources  *how Earth's weather is created  *creating a sustainable habitat  <b>Key Concepts:</b> form connection responsibility  <b>Related Concepts:</b> climate energy resources Pollution weather
	<b>Grade/ Age</b>	<b>Who We Are</b>	<b>Where We Are in Place and Time</b>	<b>How We Express Ourselves</b>	<b>How the World Works</b>	<b>How We Organize Ourselves</b>
<b>6th 11-12</b>	<u>Aug.- Sept. (6 weeks)</u>	<u>April-May (6 weeks)</u>	<u>Jan.- Feb. (8 weeks)</u>	<u>Nov.- Dec. (5 weeks)</u>	<u>Sept.-Oct. (5 weeks)</u>	<u>March-April (6 weeks)</u>

Years	<p><b>Central Idea:</b> Understanding who we are impacts ourselves and others.</p> <p><b>An Inquiry Into:</b> *identity  *personal history  *thinking and behavior attributes.</p> <p><b>Key Concepts:</b> causation perspective connection</p> <p><b>Related Concepts:</b> behavior Interpretation initiative decisions relationships tolerance</p>	<p><b>Central Idea:</b> Societies are influenced by ancient civilizations.</p> <p><b>An Inquiry Into:</b> *how "where we live" influences "how we live"  *how ancient artifacts, inventions and discoveries evolve over time  *how societies change and adapt over time</p> <p><b>Key Concepts:</b> causation connection change</p> <p><b>Related Concepts:</b> adaptation roles resources structure economics</p>	<p><b>EXHIBITION</b></p> <p><b>Central Idea:</b> Finding a passion leads to action.</p>	<p><b>Central Idea:</b> Changes in the Earth cause for human adaptation.</p> <p><b>An Inquiry Into:</b> *the natural world and its physical laws  *how humans are affected by Earth's processes  *how humans adapt to changes in the Earth.</p> <p><b>Key Concepts:</b> form causation change</p> <p><b>Related Concepts:</b> structures impact adaptation transformations</p>	<p><b>Central Idea:</b> World governments collaborate to influence the global community.</p> <p><b>An Inquiry Into:</b> *the role and function of world government systems  *the interconnectedness of global issues  *how world governments address problems and solutions</p> <p><b>Key Concepts:</b> function connection change</p> <p><b>Related Concepts:</b> laws and rules power economics representation justice legislation conflict compare &amp; contrast</p>	<p><b>Central Idea:</b> The actions of individuals impact global environmental sustainability</p> <p><b>An Inquiry Into:</b> *human carbon footprint  *the consumption of Earth's finite resources  *the understanding of environmental choices and challenges</p> <p>Connection function responsibility</p> <p><b>Related Concepts:</b> systems relationships interdependence operations pattern, roles, systems initiative rights citizenship values</p>
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**Herschberg, Natalie**

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**To:** Jones, Anna  
**Subject:** RE: [External] Unauthorized disturbances on district land

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**From:** Ephram Glass <[ephramglass@gmail.com](mailto:ephramglass@gmail.com)>  
**Sent:** Tuesday, November 10, 2020 12:17 PM  
**To:** Jones, Anna <[Anna.Jones@claconnect.com](mailto:Anna.Jones@claconnect.com)>  
**Subject:** [External] Unauthorized disturbances on district land



Think Security  
at CLA

This email originated from an external source.

Anna,  
While Ray was out, he pointed out several issues with people mistreating the open space. I've pasted his communications below. Looks like the first one is the same person with the picnic table we sent a letter to. The second is their neighbor. From the looks of it, that whole row of houses has been dumping stuff or making unauthorized use of district land.  
The last guy on Ray's list may not need addressing; I'm not sure what our policy is regarding construction disturbances.  
Please add this stuff for the board to discuss.

Thanks,  
Ephram

<https://goo.gl/maps/B8MZytG8GxZZ6AtC9>

Near Denver Veterans Day, 7573 Jared Way, Littleton, CO 80125  
This homeowner is dumping grass clippings behind his fence

<https://goo.gl/maps/4HoswQe9ktjRAQ2e6>

Near Roxborough Park, CO 2 1/2 feet of gravel placed behind the fence.



<https://goo.gl/maps/jgcHNUbd49FUFHgS9>

Near Roxborough Park, CO

Piles of debris including sod and potting soil. Next door neighbor to the last person somebody needs to walk this area it's bad.









<https://goo.gl/maps/273dC3vZGsvdPX3r6>

Near Roxborough Park, CO

Fence and wall construction disturbance.



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

NOVEMBER 11, 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

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**OVERVIEW**

This is a brief update on the Rec Center Task Force process. Our focus this past month has been recruiting Roxborough Village community members who are interested in participating, and planning out the general framework for the Task Force.

**TASK FORCE RECRUITMENT**

In late October, we publicized a call-to-action for Roxborough Village residents to join the Rec Center Task Force. A form was posted on the Metro District website for interested residents to apply ([here's a link to the page](#)), designed with ten easy demographic and open-ended questions. We'll seek to form a Task Force that is representative of Roxborough Village residents, with a mix of ages, HOA representation, backgrounds and interests. We publicized the Task Force 'call-for-interest' in a number of ways:

- Included a notification in the Metro District quarterly newsletter that was mailed to every household in early November.
- Posted a link to the application on the Metro District website home page.
- Sent two broadcast e-mails highlighting the Task Force and the application to every e-mail address in the Metro District's database (more than 1,800 contacts).
- Reached out to each Roxborough Village HOA management company contact and asked them to forward the application information to their HOA e-mail databases.
- Sent Task Force information to Metro District board members encouraging them to forward to their networks and community contacts.
- Reached out to the Roxborough Parent Teacher Involvement Committee, who posted the Task Force information on social media.

We set a deadline for applications on Friday, November 13.

**TASK FORCE PLANNING**

I'm working on outlining the scope of the Task Force, which will meet around six or seven times between January and May. In broad strokes, the Task Force will study key topics that need community input and feedback, including options for potential facility programming and services/activities, facility design, and financing considerations. The Task Force will also review the steps that the Metro District and the

community completed over 2019-2020 to get to this point, which included the Master Plan and the Rec Center Feasibility Study.

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.

The goal of the Task Force is to review the various key topics in-depth, and provide recommendations to the Metro District Board of Directors in May/June 2020. The recommendations will be valuable to the Board as you make decisions on a potential referendum in November 2021 among Roxborough Village voters on financing a rec center.

BEN KELLY

[Benwkelly28@gmail.com](mailto:Benwkelly28@gmail.com)

P: 303-596-5638

**RESOLUTION NO. 2020-11-\_\_\_****RESOLUTION OF THE BOARD OF DIRECTORS  
OF ROXBOROUGH VILLAGE METROPOLITAN DISTRICT  
DOUGLAS COUNTY, COLORADO****2021 ANNUAL ADMINISTRATIVE MATTERS**

The Board of Directors (the “Board”) of the Roxborough Village Metropolitan District (the “District”) has a duty to perform certain obligations on a recurring basis in order to assure the efficient operation of the District;

THEREFORE, BE IT RESOLVED by the Board as follows:

1. The Board directs the District Manager, to prepare an accurate map as specified by the Division of Local Government of the Department of Local Affairs (the “Division”) for filing with the Division, the Douglas County Assessor, and the Douglas County Clerk and Recorder on or before January 1, 2021, as required by Section 32-1-306, C.R.S.

2. The Board directs the District Manager to file a copy of the Notice required pursuant to Section 32-1-809(1), C.R.S. with the Board of County Commissioners, the County Assessor, the County Treasurer, and the County Clerk and Recorder of Douglas County, Colorado, and the Division as required by Section 32-1-104(2) no earlier than January 1, 2021 and no later than January 15, 2021.

3. The Board directs its accountant to submit a proposed 2022 budget and draft budget message to the Board on or before October 15, 2021. Upon receipt of the proposed budget:

- (a) District Manager shall cause to be published a notice containing the following information:
  - (i) the date, time and location of the hearing at which the adoption of the proposed budget will be considered by the Board;
  - (ii) the location at which the proposed budget will be available for inspection by the public; and
  - (iii) a statement that any interested elector of the District may file any objections to the proposed budget at any time prior to its final adoption by the Board.

(b) The Board directs the District Manager to prepare and, subject to review by District Legal Counsel, submit to the Board forms of resolutions adopting the budget and approving appropriations for the 2022 budget year.

(c) Upon the Board enacting a resolution adopting the budget, and approving appropriations for the 2022 budget year and certifying mill levies pursuant to Section 39-1-111, C.R.S. or Section 39-5-128, C.R.S., the District Manager shall file the certification of mill levies with the Douglas County Board of County Commissioners on or before December 15, 2021, and thereafter, file a certified copy of the adopted budget, and any

amendments thereto, including the budget message, with the Division, and comply with all other requirements of Section 29-1-113, C.R.S.

4. The Board directs the District Manager to prepare and, subject to review by District Legal Counsel, file with the Division a current list of all contracts in effect with other political subdivisions within 30 days after receiving a written request from the Division of Local Government, as required by Section 29-1-205, C.R.S.

5. The Board directs the District Manager to prepare and, subsequent to review by District Legal Counsel, file the annual public securities report for non-rated public securities issued by the District with the Department of Local Affairs no earlier than January 1, 2021, and no later than March 1, 2021, in accordance with Section 11-58-101 to 11-58-107, if required.

6. The Board directs, upon its selection of an auditor, that an audit of the 2020 financial statements be prepared and submitted to the Board before June 30, 2021; further, the Board directs the District Manager to file the audit with the State Auditor by July 31, 2021, as required by Section 29-1-603, C.R.S.

7. The Board directs the District Manager to oversee the preparation of a continuing annual disclosure report, if required, and subject to review by District Legal Counsel, to file the report not later than the date required by any applicable continuing disclosure agreement, in accordance with the Securities Exchange Commission Rule 15c2-12.

8. The Board designates CliftonLarsonAllen LLP as the official custodian of public records, as such term is used in Section 24-72-202, C.R.S.

9. The Board designates the Douglas County News Press as the newspaper of general circulation within the boundaries of the District and directs that all legal notices shall be published in accordance with Section 32-1-103(15), C.R.S., in the Douglas County News Press.

10. The Board determines that each Board member shall receive the maximum compensation permitted for services as Board members in accordance with 32-1-902(3)(a)(I) & (II), C.R.S.

11. Following the May 2020 regular election, the Board has elected, in accordance with Section 32-1-902, C.R.S., the following officers for the District:

Calvin Brown, President  
Debra Prysby, Vice-President  
Ephram Glass, Treasurer  
Edward Wagner, Secretary  
Garry Cook, Assistant Secretary

These officers shall serve until their successors are duly elected.

12. The Board reaffirms the current resolution indemnifying Board members, and it shall continue in effect as written.



13. In accordance with 32-1-903 and 24-6-402(2)(c), C.R.S., and pursuant to changes effective August 2, 2019, the Board shall provide online notice of all meetings on their website located at: <https://roxboroughmetrodistrict.org/>.

14. The Board determines to hold regular meetings on the third Tuesday of each month at 6:00 p.m. The location of the meeting will be at either the Roxborough West Metro Fire Station 15, 6220 North Roxborough Park Road, Littleton, Colorado 80125 or the Roxborough Library, 8357 N. Rampart Range Road, #200, Littleton, Colorado 80125. As of the date of this Resolution, the effects of COVID-19 and related governmental Orders have caused the Board to resolve to conduct meetings by ZOOM teleconference until the COVID-19 situation has improved. The District Manager is directed to post Notice of ZOOM meetings in accordance with applicable law and any such virtual meetings shall be held at the regular meeting date and time in lieu of physical location. The Board directs the District Manager to prepare notices for posting at the specified locations and at the Douglas County Clerk and Recorder's office, and when the Board intends to make a final determination to issue or refund general obligation indebtedness, to consolidate the District with another special district, to dissolve the District, to file a plan for adjustment of debt under federal bankruptcy law, or to enter into a private contract with a director, or not to make a scheduled bond payment, to set forth such proposed action in such notices.

15. The Board directs District Legal Counsel to prepare and file with the Board of County Commissioners, if requested, the quinquennial finding of reasonable diligence, in accordance with Section 32-1-1101.5(1.5) & (2), C.R.S.

16. The Board directs the District Manager to prepare and file, if requested and if required by the Service Plan, the special district annual report, in accordance with Sections 32-1-207(3)(c), C.R.S.

17. The District is currently a member of the Special District Association ("SDA") and insured under the Colorado Special Districts Property and Liability Pool. The Board directs payment of the annual SDA membership dues and insurance premiums in a timely manner. The Board and District Legal Counsel will biannually review all insurance policies and coverage in effect to determine if appropriate insurance coverage and surety bonds are maintained.

18. District Legal Counsel shall prepare and submit to the Colorado State Treasurer any report that is required pursuant to the Unclaimed Property Act, Section 38-13-101 et seq., C.R.S.

Adopted and approved this 17<sup>th</sup> day of November, 2020 by a vote of \_\_\_ for, \_\_\_ against, and \_\_\_ abstaining.

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

**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 FOLKESTAD FAZEKAS BARRICK & PATOILE, P.C. FOR THE  
PROVISION OF LEGAL 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 Folkestad Fazekas Barrick & Patoile, P.C. to provide legal services to the District in the capacity of Legal Counsel 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 Folkestad Fazekas Barrick & Patoile, P.C., 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 17<sup>th</sup> 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, President

ATTEST:

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

**EXHIBIT A**

2021 ENGAGEMENT LETTER FOR LEGAL SERVICES FROM FOLKESTAD FAZEKAS  
BARRICK & PATOILE, P.C.



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

November 12, 2020

Board of Directors  
Roxborough Village Metropolitan District

*RE: Roxborough Village Metropolitan District – 2021 Legal Services*

Dear Board Members,

FOLKESTAD FAZEKAS BARRICK & PATOILE, P.C. (“Folkestad Fazekas”) is pleased to serve the Board of Directors (the “Board”) of Roxborough Village Metropolitan District (the “District”) as the District’s general legal counsel. The purpose of this engagement letter is to clarify and confirm the terms and conditions under which our firm will provide legal services to the District for the calendar year ending December 31, 2021.

1. *Scope of Services.* At the request of the Board, we will provide legal services as the District’s general counsel. Our services include:

- Attending Board meetings and reporting to the Board regarding progress and developments of matters for which our firm is engaged;
- Meetings with the District Manager and the District’s consultants, and others;
- Conferences or telephone conferences with the Board of Directors, the District Manager, the District’s consultants or others;
- Preparation of data, research (including computer research);
- Preparation of agreements and other documents on behalf of the District;
- Review of and legal analysis of agreements and other documents not prepared by our firm; and
- Provide legal advice and counsel to or for the benefit of the Board and the District.

office: 303.688.3045 • fax: 303.688.3189

18 South Wilcox Street, Suite 200

Castle Rock, Colorado 80104-1909

[folke.com](http://folke.com)

2. *Staffing.* I will be the attorney responsible for supervising the legal services provided by Folkestad Fazekas on behalf of the District. I will be assisted by other attorneys, paralegals and legal assistants in the firm as appropriate.

3. *Responsibilities.* In reliance upon information and guidance from the Board, the District Manager and the District's consultants, Folkestad Fazekas will provide legal services, advice and counsel to the Board, the District Manager and the District's consultants in accordance with this engagement letter, keep the Board, the District Manager and the District's consultants reasonably informed of progress and developments of matters for which our firm is engaged, and respond to the Board's, the District Manager's and/or the District's consultants' inquiries.

To enable our firm to effectively render the services, we request that the Board and the District Manager fully and accurately disclose to our firm all facts that may be relevant to these legal matters, keep our firm apprised of new developments relating to such matters, and assist and cooperate with our firm as appropriate in dealing with these matters.

4. *Fees, Disbursements, and Other Charges.* Our fees are based on various factors, including the amount of time spent by attorneys, paralegals and legal assistants on District matters. Each lawyer, paralegal and legal assistant has an hourly billing rate based generally on his or her experience and expertise.

A. *District Billing Rate.* For services performed during 2021, our District Billing Rates will be:

<i>Attorneys</i>	<i>\$265.00</i>
<i>Paralegals/Legal Assistants</i>	<i>\$150.00</i>

In addition to fees for legal services, we may invoice the District for all out-of-pocket expenses, mileage, filing fees, service of process and recording fees, computer research costs, etc.

Various factors are considered in determining our fees, including the novelty and difficulty of the questions involved; the skill requisite to properly perform the services; the experience, reputation and ability of the professional staff providing the services; the time limitations imposed by circumstances; and applicable rules of professional conduct.

B. *Other Billing Rates.* Any legal fees that are being reimbursed to the District by a non-governmental third party will be invoiced to the District at our standard billing rates for non-governmental entities as they may be adjusted from time to time.

5. *Statements.* Each month we will provide the District with a statement describing our services, separately showing disbursements and other charges. There often is an unavoidable delay in reporting disbursements and other charges, and therefore not all disbursements and charges may be invoiced on the same statement as the related legal services. A finance charge of 1-1/2% per month, or 18 percent a year, may be assessed for accounts not paid by the last day of

the month following the month in which the statement is received by the District.

6. *Internal Conferences.* From time to time, internal conferences take place among our personnel, and two or more members of our professional staff may attend meetings or proceedings on the District's behalf. Although this approach might seem to result in duplication of effort, it is our experience that this practice facilitates communication, improves the quality of our work, and ultimately is more cost effective for the District.

7. *Opinions and Beliefs.* During the course of our representation, we may express our opinions or beliefs concerning various matters, or different courses of action and the respective results that might be anticipated. Any such statement is intended to be an expression of opinion only, based on information available at the time, and must not be construed as a promise or guarantee of a particular result.

8. *Illegal Aliens.* We certify that our firm shall comply with the provisions of C.R.S. § 8-17.5-101, et seq.

A. *Employment or Contracting with Illegal Aliens.* We certify that we will not knowingly employ or contract with an illegal alien to provide the services described in this engagement letter, or enter into a contract with a subcontractor that fails to certify to our firm that such subcontractor will not knowingly employ or contract with an illegal alien to provide services under this engagement letter.

B. *Verification Regarding Illegal Aliens.* We certify that our firm has verified the employment eligibility of all employees who are newly hired for employment to provide the services described in this engagement letter, through participation in either the E-Verify Program, or Department Program which is established pursuant to C.R.S. § 8-17.5-102 (5)(c), (collectively referred to as "Verification Programs"). If our firm participates in the Department Program, we shall notify the District of our participation and shall comply with the requirements of C.R.S. § 8-17.5-102(5)(c)(II).

C. *Limitation Regarding Verification Programs.* Our firm will not use the Verification Programs to undertake pre-employment screening of job applicants while performing legal services on behalf of the District.

D. *Duty to Terminate Subcontractor:* If we obtain actual knowledge that a subcontractor performing work pursuant to this engagement letter knowingly employs or contracts with an illegal alien, we shall:

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

2. 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 we have 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.

We will not terminate the contract with the subcontractor if during such three (3) day period the subcontractor provides information to establish that it has not knowingly employed or contracted with an illegal alien.

E. *Duty to Comply with Investigation.* We shall comply with any reasonable request of the Colorado Department of Labor and Employment made in the course of an investigation that the Colorado Department of Labor and Employment is undertaking pursuant to the authority established by C.R.S. § 8-17.5-102(5).

F. *Damages for Breach of Agreement.* In addition to any other legal or equitable remedy to which the District may be entitled for a breach of this engagement, if the District terminates our engagement, in whole or in part, due to our breach of any requirements of C.R.S § 8-17.5-101, et seq., we shall be liable for actual and consequential damages to the District.

G. *Notification.* The District shall notify the office of the Colorado Secretary of State if we violate a provision of C.R.S. § 8-17.5-102(2), and the District terminates the engagement for such breach. The District will notify the Colorado Secretary of State if a court made such a determination.

9. *Communications.* We will endeavor to respond to all phone messages, e-mails, and facsimiles within twenty-four (24) hours of receipt. To ensure our timely receipt of any such messages, please always include Tina Vildibill on email communications or call her with phone messages, if she is not available, please contact Shauna Marcum, my other paralegal.

10. *Termination.* The District Board has the right to terminate its relationship with our firm at any time. We would appreciate the opportunity to discuss any problems before such a decision is made. All financial accounts must be settled before we will release files to the District.

11. *Conflicting Provisions:* In case of any conflict between any prior agreement between the District and our firm and this engagement letter, the provisions of this engagement letter shall prevail.

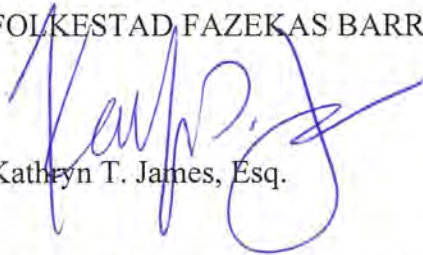
If this engagement letter correctly reflects the Board's understanding of the terms and conditions under which our firm provides legal services to the District, please confirm our engagement by signing the enclosed copy of this letter in the space below and returning it to our firm.



We are pleased to have this opportunity to continue to serve the Board and the District.

Sincerely,

FOLKESTAD FAZEKAS BARRICK & PATOILE, P.C.



Kathryn T. James, Esq.

This engagement letter reflects the District Board's understanding of the terms and conditions of FOLKESTAD FAZEKAS BARRICK & PATOILE, P.C. engagement to provide legal services to the District.

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

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

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

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

**A RESOLUTION APPROVING RENEWAL OF FOOTHILLS'  
INTERGOVERNMENTAL AGREEMENT FOR ROXBOROUGH VILLAGE  
METROPOLITAN DISTRICT RESIDENT USE OF FOOTHILLS RECREATION  
AMENITIES FOR 2021**

The Roxborough Village Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"), entered into an agreement effective April 1, 2016, with Foothills Park & Recreation District ("Foothills"), attached hereto as Schedule A, and amended by Resolution of the Board of Directors of the District on January 21, 2020, such Resolution is attached hereto as Schedule B, (the "Agreement"); and

Foothills will continue to 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 to renew the Agreement and appropriate funds for reimbursement to Foothills, pursuant to Section 7 and Section 5 of the Agreement, respectively.

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, and Schedule B, is approved for renewal for calendar year of 2021. The officers of the District and the officers of the consultants to the District are authorized to take any actions that are necessary and appropriate with respect to the District's performance of the terms of the Agreement.

APPROVED AND ADOPTED this 17<sup>th</sup> 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, President

ATTEST:

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

**SCHEDULE A**

Intergovernmental Agreement For Roxborough Village Metropolitan District  
Resident Use of Foothills' Recreation Amenities

**INTERGOVERNMENTAL AGREEMENT  
FOR ROXBOROUGH VILLAGE METROPOLITAN DISTRICT RESIDENT USE OF  
THE  
FOOTHILLS' RECREATION AMENITIES**

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

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

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

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

1. **Use of Recreation Amenities.** Beginning on April 1st, 2016, Foothills will allow RVMD residents to access the Recreation Amenities and recreation programs at the admission rates that Foothills otherwise charges for Foothills residents. Such rates may be amended from time to time in Foothills' sole discretion ("**Resident Rates**"). Individuals living within the boundaries of RVMD may pay the

2. Recreation Amenities' daily general admission at the Residents Rate ("**Daily Admission**"), or may purchase a Recreation Amenities seasonal, three month or annual pass at the Resident Rate ("**Multi-Visit Admission**"), or may participate in recreation programs or classes by paying the Resident Rate.

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

b. RVMD resident admission at the Resident Rate is exclusive to the included Amenities and Multi-Visit Amenities, as applicable, at the Recreation Facilities.

3. **Photo I.D. Card.** In order to access the Recreation Amenities at the Resident Rate, RVMD residents must purchase a Foothills Photo I.D. Card on the same terms and conditions as Foothills otherwise provides for Foothills' residents. RVMD will provide Foothills with a list of addresses within the RVMD Metropolitan District and RVMD residents wishing to purchase a Foothills Photo I.D. Card must provide proof of residency, in a form acceptable to Foothills. Foothills will allow RVMD residents to begin purchasing Photo I.D. Cards beginning April 1, 2016.

4. **Reimbursement to Foothills.** For each RVMD resident who accesses the Recreation Amenities at the Resident Rate, or participate in a program or class at the Resident Rate, RVMD will reimburse Foothills for the difference between the Resident Rates and the admission rates that Foothills otherwise charges for all non-Foothills residents ("Non-Resident Rates"), as such rates may be amended from time to time in Foothills' sole discretion ("**Rate Differences**"). Foothills shall invoice RVMD monthly for the Rate Differences attributable to the actual number of RVMD residents who accessed the Recreation Amenities in the preceding month, along with an accounting of such charges, and RVMD shall remit payment to Foothills within 45 calendar days of receiving an invoice. Invoices for the Rate Differences will be mailed to RVMD accountant: CliftonLarsonAllen, Attn: Mathew Mendisco, 8390 E. Crescent Parkway, Suite 500, Greenwood Village, Colorado 80111.

5. **Cap on Reimbursement Expenditures.** Notwithstanding the foregoing Section 3, RVMD's reimbursements to Foothills shall not exceed the amount of \$15,000.00 without prior approval by RVMD in the manner specified herein. When 2/3 of the amount of the cap on reimbursements (\$15,000.00) is reached, and as reflected on the monthly invoices provided by Foothills to RVMD, RVMD will advise Foothills in writing within 45 calendar days of such invoice as to whether RVMD will increase the cap on reimbursements specified herein. Any such authorized increase by RVMD will be in increments of at least \$5,000.00. If RVMD does not authorize an increase in the cap on reimbursements, this Agreement shall terminate upon the amount of billed reimbursements reaching \$15,000.00. Any other termination hereunder shall be governed by Section 5.

6. **Effective Date.** This Agreement shall be effective as of the date the last Party signs this Agreement ("**Effective Date**").

7. **Term and Termination.** The initial term of this Agreement shall commence on the Effective Date and continue through December 31, 2016 ("**Initial Term**"). Thereafter, this Agreement shall automatically renew for successive one year periods ("**Renewal Term(s)**") on the same terms and conditions set forth herein. Notwithstanding the foregoing, this Agreement may be terminated by either Party at any time during the Initial or any Renewal Term upon 30 calendar days prior written notice to the other Party ("**Notice Period**"). Foothills' obligation to invoice RVMD, and RVMD's obligation to reimburse Foothills, for the Rate Differences attributable to the actual number of RVMD residents who access the Recreation Amenities during the Notice Period shall survive such termination and be subject to the terms of this Agreement.

8. **Governmental Immunity.** This Agreement is not intended, and shall not be construed, as a waiver of the limitations on damages or any of the privileges, immunities, or

defenses provided to, or enjoyed by, the Parties and their directors, officers, and employees, and volunteers under federal or state constitutional, statutory, or common law, including but not limited to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

9. **Notice.** Whenever under this Agreement one Party is required to give notice to the other Party, such notice shall be given by personal delivery or certified/registered mail, postage prepaid, and addressed as follows:

**RVMD:**

Roxborough Village Metropolitan District  
Attn: Mathew Mendisco  
8390 E. Crescent Parkway, Suite 500  
Greenwood Village, Colorado 80111

**Foothills:**

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

If notice is provided by certified/registered mail, it shall be deemed given 72 hours after the date and time it is placed in the mail.

10. **Non-Appropriation.** All direct and indirect financial obligations of a Party under this Agreement are subject to appropriation, budgeting, and availability of funds to discharge such obligations. If a Party's governing body fails to appropriate funds for that Party's obligations under this Agreement for a calendar year, this Agreement shall terminate immediately, and no Party shall have any further obligation under this Agreement. No provision of this Agreement shall be construed or interpreted (a) to directly or indirectly obligate a Party to make any payment in any fiscal year in excess of amounts appropriated for such fiscal year; (b) as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever of a Party within the meaning of Article XI, Section 6 or Article X, Section 20 of the Colorado Constitution or any other constitutional or statutory limitation or provision; or (c) as a delegation of governmental powers by a Party.

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

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

13. **Additional Terms.** Colorado law governs this Agreement. Exclusive jurisdiction and venue of any proceeding concerning this Agreement shall be in the Jefferson County District Court. This Agreement constitutes the entire agreement between the Parties, and all prior and contemporaneous conversations, negotiations, possible alleged agreements, representations, covenants, and warranties concerning the subject matter hereof are merged herein. Other than amendments to the Resident Rates and Non-Resident Rates as provided in Paragraphs 1 and 3 above, this Agreement may be amended only by a document signed by the Parties. Course of

performance, no matter how long, shall not effect an amendment to this Agreement. If any provision of this Agreement is held invalid or unenforceable, all other provisions shall continue in full force and effect. Waiver of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach of this Agreement. This Agreement is not assignable. In any dispute arising from or relating to this Agreement, the prevailing Party shall be awarded its reasonable attorneys' fees, costs, and expenses, including any attorneys' fees, costs, and expenses incurred in collecting upon any judgment, order, or award. This Agreement may be executed in several counterparts and by facsimile or electronically by PDF, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

**Roxborough Village Metropolitan District**

Mathew Mendisco  
 Mathew Mendisco, District Manager

Date: March 24, 2016

**Foothills Park & Recreation District**

Ronald Hopp  
 Ronald Hopp, Executive Director

Date: 3/31/16

**EXHIBIT A****Foothills Park & Recreation District  
Recreation Amenities****Included Amenities:**

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

**Lilley Gulch Recreation Center**  
6147 S Holland Way, Littleton CO

**Deer Creek Pool**  
8637 S Garrison Street, Littleton CO

**Weaver Hollow Pool**  
12750 W Stanford Ave., Littleton CO

**Meadows Golf Course**  
7007 Meadows Golf Club Drive, Littleton CO

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

**Ridge Recreation Center**  
6613 S Ward Street, Littleton CO

**Columbine West Pool**  
7046 S Webster Street, Littleton CO

**Sixth Avenue West Pool**  
400 Holman Way, Littleton CO

**Foothills Golf Course**  
3901 S Carr Street, Denver CO



**SCHEDULE B**

Resolution Amending Renewal of Foothills' Intergovernmental Agreement

**RESOLUTION  
OF THE BOARD OF DIRECTORS OF  
ROXBOROUGH VILLAGE METROPOLITAN DISTRICT  
DOUGLAS COUNTY, COLORADO**

**A RESOLUTION AMENDING RENEWAL OF FOOTHILLS'  
INTERGOVERNMENTAL AGREEMENT FOR ROXBOROUGH VILLAGE  
METROPOLITAN DISTRICT RESIDENT USE OF FOOTHILLS RECREATION  
AMENITIES FOR 2020**

The Roxborough Village Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"), entered into an agreement effective April 1, 2016, with Foothills Park & Recreation District ("Foothills"), attached hereto as Schedule A (the "Agreement"); and

Foothills will continue to 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 to renew the Agreement with the following amendments.

Section 5. Cap on Reimbursement Expenditures. Notwithstanding the foregoing Section 3, RVMD's reimbursements to Foothills shall not exceed the amount of \$15,000.00 without prior approval by RMVD in the manner specified herein. When 2/3 of the amount of the cap on reimbursements (\$15,000.00) is reached, and as reflected on the monthly invoices provided by Foothills to RVMD, RVMD will advise Foothills in writing within 45 calendar days of such invoice as to whether RVMD will increase the cap on reimbursements specified herein. Any such authorized increase by RVMD will be in increments of at least \$5,000.00. If RVMD does not authorize an increase in the cap on reimbursements, this Agreement shall terminate upon the amount of billed reimbursements reaching \$15,000.00. Any other termination hereunder shall be governed by Section 5.

Section 5 above shall be amended to increase the reimbursement amount from \$15,000.00 to \$22,500.00 for 2020. Notice shall be given when 2/3 of the amount of the cap is reached.

The Board has determined that it is in the best interest of the customers of the District to amend the Agreement with Foothills to increase the reimbursement amount from \$15,000.00 to \$22,500.00 and to continue to give notice when 2/3 of the amount of the cap is reached.

THEREFORE, be it resolved by the Board of the District that:

Section 5 of the Agreement with Foothills shall be amended as follows:

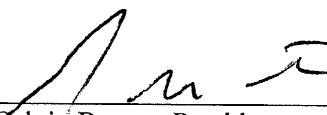
Section 5. Cap on Reimbursement Expenditures. Notwithstanding the foregoing Section 3, RVMD's reimbursements to Foothills shall not exceed the amount of **\$22,500.00** without prior approval by RMVD in the manner specified herein. When 2/3 of the amount of the cap on reimbursements (**\$17,500.00**) is reached, and as reflected on the monthly invoices provided by Foothills to RVMD, RVMD will advise Foothills in writing within 45 calendar days of such invoice as to whether RVMD will increase the cap on reimbursements specified herein. Any such authorized increase by RVMD will be in increments of at least \$5,000.00. If RVMD does not authorize an increase in the cap on reimbursements, this Agreement shall terminate upon the amount of billed reimbursements reaching **\$22,500.00**. Any other termination hereunder shall be governed by Section 5.

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


The Board further resolves that the amendment to the Agreement with Foothills shall be amended to increase the reimbursement amount from \$15,000.00 to \$22,500.00 and notice shall continue to be given when 2/3 of the amount of the cap is reached.

APPROVED AND ADOPTED this 21<sup>st</sup> day of January, 2020, by a vote of 5 for and 0 against.

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

By:   
Calvin Brown, President

ATTEST:

By:   
Ronald Bendall, Secretary

**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 17<sup>th</sup> 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, President

ATTEST:

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

**EXHIBIT A**

2021 ENGAGEMENT LETTER FOR MANAGEMENT SERVICES FROM  
CLIFTONLARSONALLEN, LLP

**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**  
**ACCOUNTING 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"), entered into an agreement effective March 15, 2016, with the firm of CliftonLarsonAllen, LLP ("CLA") to provide accounting services to the District in the capacity of Accountants to the District.

CLA will continue to provide such services in accordance with the terms of the Agreement effective March 15, 2016; and

The Board of Directors of the District has determined that it is in the best interest of the District residence to renew the Agreement with CLA 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 Accounting Services Agreement dated March 15, 2016 from the firm of CliftonLarsonAllen, LLP, is hereby approved for renewal for the calendar year of 2021. The officers of the District are hereby authorized and directed to execute this Resolution Approving the Renewal, on behalf of the District.

APPROVED AND ADOPTED this 17<sup>th</sup> 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, President

ATTEST:

By: \_\_\_\_\_  
Edward Wagner, Secretar





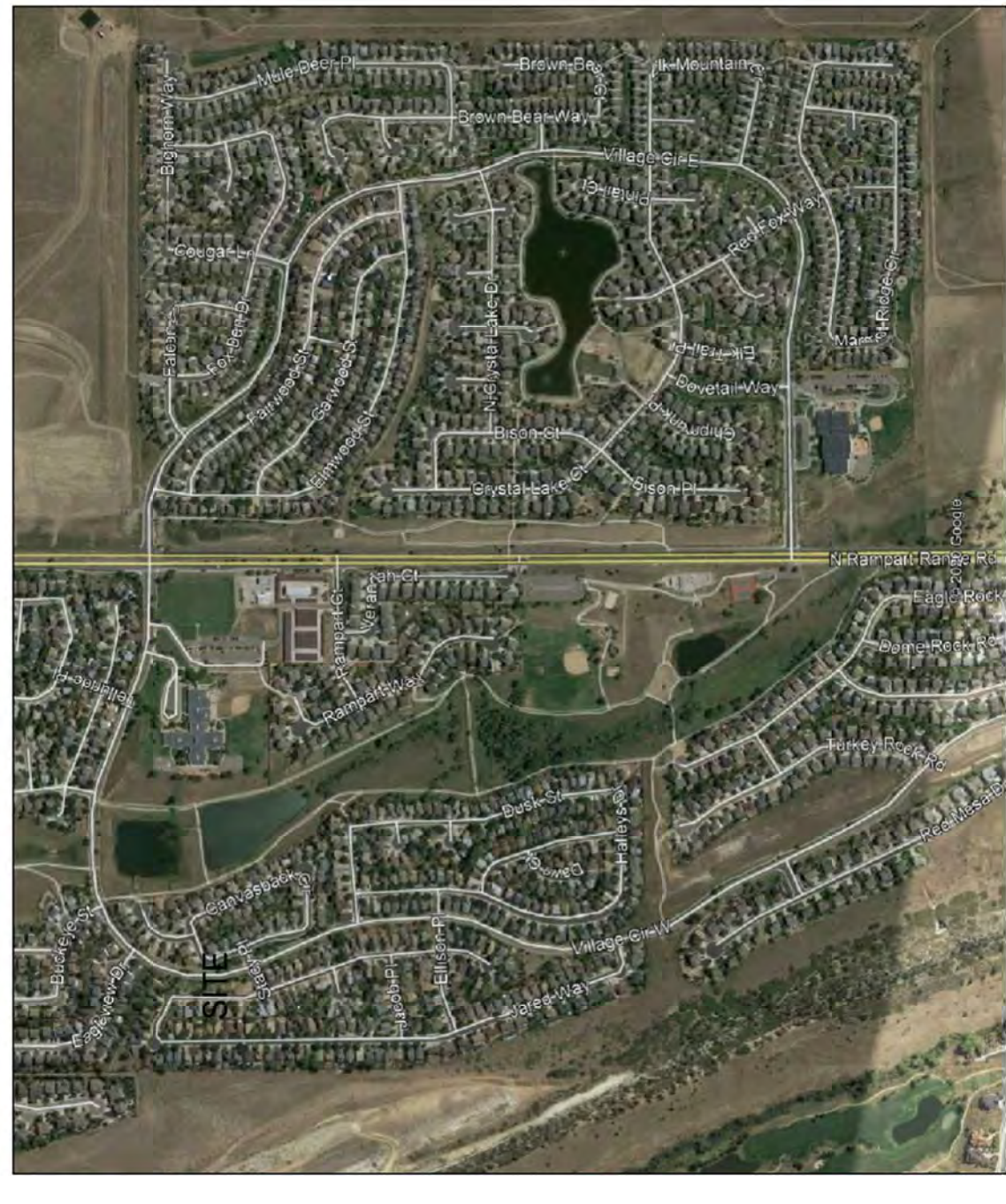
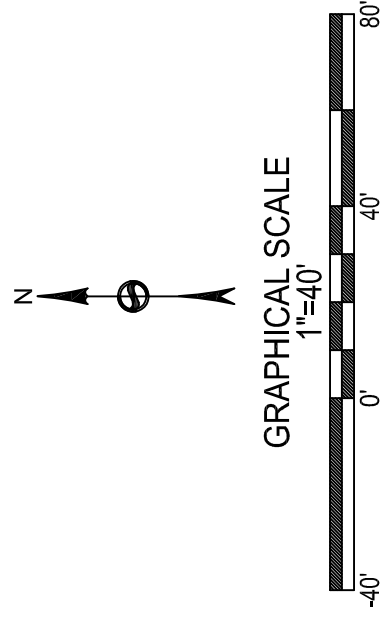
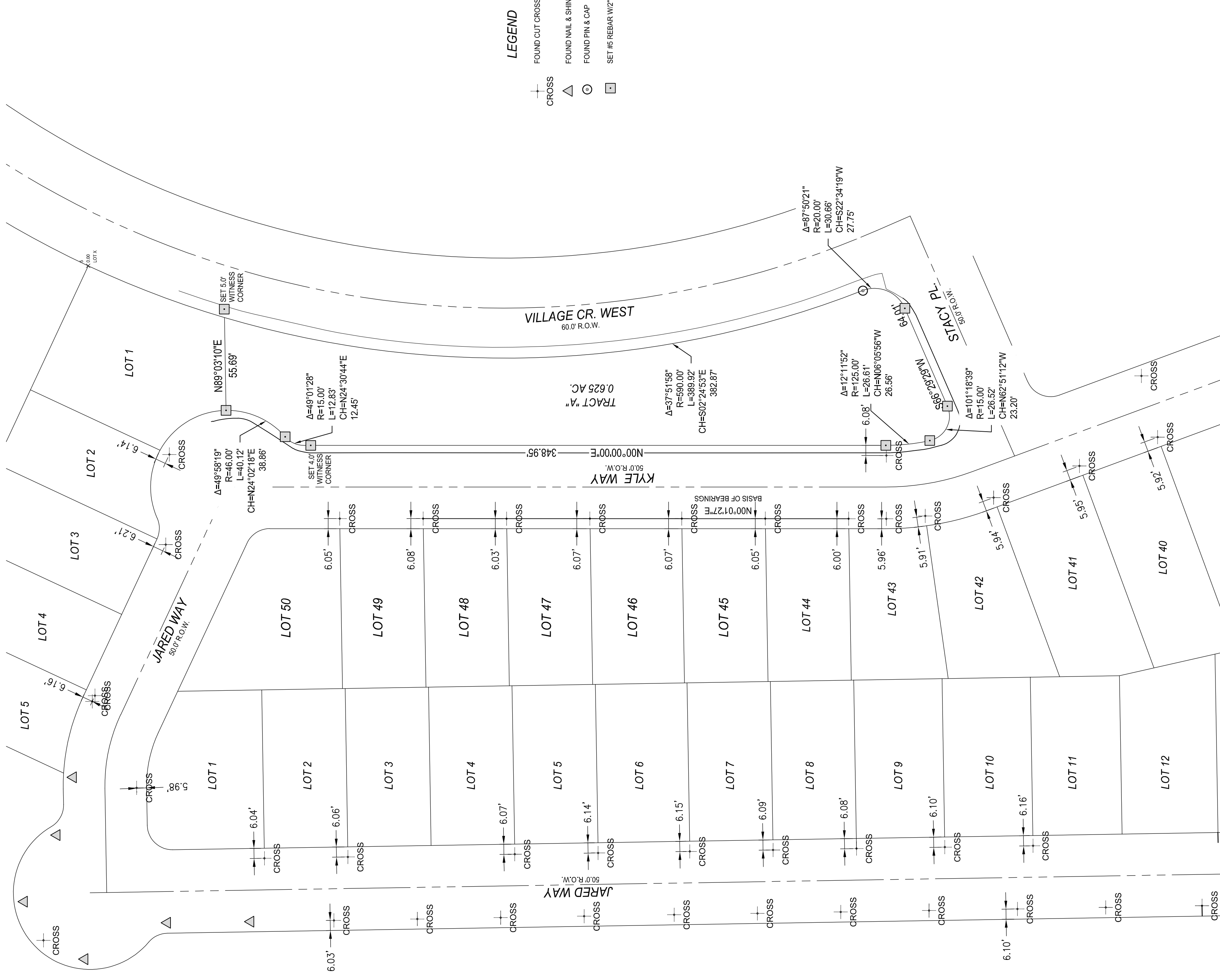
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# LAND SURVEY PLAT OF TRACT A

SITUATED IN THE SOUTHEAST QUARTER OF SECTION 35,  
TOWNSHIP 6 NORTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN  
ROXBOROUGH, COUNTY OF DOUGLAS, STATE OF COLORADO



VICINITY MAP

### LEGAL DESCRIPTION

TRACT "A" OF IMPERIAL HOMES AT ROXBOROUGH VILLAGE  
COUNTY OF DOUGLAS, STATE OF COLORADO.

### NOTES

- THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY SURVEY SYSTEMS TO DETERMINE THE EXISTENCE OF EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY, SURVEY SYSTEMS RELIED UPON DOUGLAS COUNTY MAPS.
- NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
- BASIS OF BEARINGS: BEARINGS ARE BASED ON THE 6.0' OFFSET LINE OF THE WEST SIDE KYLE WAY SAID LINE BEARS N00°01'27"E AND IS MONUMENTED ON THE SOUTH END BY A 6.0' WITNESS CUT CROSS FOR LOT 43/44 AND ON THE NORTH END BY A 6.0' WITNESS CUT CROSS FOR LOT 49/50.
- THE UNITS FOR THIS SURVEY ARE U.S. SURVEY FEET
- FLOOD ZONE: THE SUBJECT PROPERTY LIES IN ZONE X PER FLOOD INSURANCE RATE MAP PANEL # 0803500127F WITH AN EFFECTIVE DATE OF 9/30/2005.
- UTILITIES: UTILITIES SHOWN HEREON ARE FROM VISIBLE FIELD INFORMATION, SURVEY SYSTEMS INC. DOES NOT GUARANTEE THESE LOCATIONS OR THAT THE UTILITIES SHOWN HEREON COMPRISE ALL UTILITIES IN THIS AREA, EITHER IN SERVICE OR ABANDONED. FOR THE EXACT LOCATION OF ALL UNDERGROUND UTILITIES, CONTACT THE UTILITY NOTIFICATION CENTER OF COLORADO AND THE APPROPRIATE UTILITY COMPANY PRIOR TO CONSTRUCTION
- THE PROJECT COORDINATE SYSTEM UTILIZED FOR THIS SURVEY CONTROL DIAGRAM IS COLORADO STATE PLANE NORTH CENTRAL 0502, NAD 83. THIS PROJECT WAS MODIFIED TO GROUND COORDINATES AT THE FOLLOWING LOCATION.  
VERTICAL COORDINATES SHOWN ARE IN NAVD 88.

PROJECT LOCATION  
LAT. N39°28'35.69894"  
LONG. W105°04'51.4909"  
PROJECT HEIGHT: 5675.756'  
MAGNETIC VARIATION: 000,000'  
TRUNCATED EASTING: 3,000,000'  
PROJECT COMBINED SCALE FACTOR: 0.99968852  
PROJECT COMBINED SCALE FACTOR RECIPROCAL: 1.0003116  
GEODETTIC COORDINATES ARE BASED ON NAD 83(2011)

### SURVEYOR'S CERTIFICATION

I, LEE HOOPER, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE LAND SURVEY PLAT SHOWN HEREON WAS PREPARED BY ME OR UNDER DIRECT SUPERVISION AND THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE AND ACCURATE AND THIS SURVEY WAS DONE IN ACCORDANCE WITH THE APPLICABLE STANDARDS OF PRACTICE AND IS NOT A WARRANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.



NAME: LEE HOOPER  
REGISTERED PROFESSIONAL LAND SURVEYOR  
REGISTRATION NO.: 38214  
EMAIL: LHooper@surveysystems.net



CALL 2-BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.

**SURVEY SYSTEMS**  
A Professional Land Surveying Company  
P.O. Box 2188 • Evergreen, CO 80437 • Tel: 303.679.8122 • Fax: 303.679.8123  
Info@SurveySystems.net www.SurveySystems.com  
A Service-Disabled Veteran-Owned Small Business **SDVOSB** | **SBE**

LAND SURVEY PLAT  
TRACT "A" IMPERIAL HOMES AT ROXBOROUGH VILLAGE  
SECTION 35, T6N, R69W, 6TH P.M.  
DOUGLAS COUNTY  
COLORADO

PROPERTY LOCATION AND INFORMATION  
ADDRESS: TRACT A  
LOT: 1  
BLOCK: 1  
SUBDIVISION: IMPERIAL HOMES AT ROXBOROUGH VILLAGE  
PRINCIPAL MERIDIAN: 6TH  
PARCEL #:  
CITY: LITTLETON  
COUNTY: DOUGLAS  
STATE: COLORADO

ISSUE DATE: 10/29/2020  
DATE: \_\_\_\_\_  
REVISION COMMENTS: \_\_\_\_\_

DRAWN BY: LH  
JOB NUMBER: 2020-10-05  
CLIENT: GORE INC.  
SHEET NO. 1 OF 1

























## 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 last Conifer Protection treatment and have pretty much put the trees to bed for the winter.

Since the irrigation has been turned off, and the weather has been warm and dry, you should consider doing some Winter Watering if we don't get more significant precipitation in November. If we get a couple of decent snows of 4 inches or more, watering will not be needed for awhile. The evergreens especially still transpire in the winter time and can get pretty dried out. Metco done this in the past.

I spoke with Efreem about Ash Bark beetle during our meeting yesterday. Ash Bark Beetle is a tiny beetle that has been hitting some of the ash trees in the district and has the potential to kill trees. I have seen evidence of the beetles in some of the dead ash trees we removed. The treatment is the same as Emerald Ash Borer.

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](mailto:baileytreetrimming@gmail.com)



# 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 20201016

Tuesday, November 10, 2020

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

303-779-5710

Estimator: **George Biedenstein**  
3035878069

Worksite: Roxborough Village

Address: 10127 Waterton Rd  
Littleton, CO 80125

Contact:

### Requested Services

Task #	Item	Description	Quantity	Cost
1	Tree(s)	<b>Class 2 Deadwood Prune</b>	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	Ash	<b>Emerald Ash Borer/Ash Bark Beetle Premier Tree Injection Treatment (Arbormectin)</b>	178	\$21,360.00
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ArborMectin is applied as a trunk injection at the base of the tree. This service treats a variety of tree pests including **Emerald Ash Borer, Lilac Ash Borer, and Ash Bark Beetle.**

ArborMectin is delivered into the tree's vascular tissue via direct injection to assure rapid distribution and consistent results. This treatment can also be used as a substitution for a foliar spray or ground injection where exposure to bees, fish or fowl is a concern. This service should be performed once every 2 years.

*This is the most effective treatment available.*

*\*Applied Once Every 2 Years.*

*\*We strongly recommend continuing service until Emerald Ash Borer is no longer deemed a threat.*

*\*This Plant Health Care service is billed separately and at the time of application.*



ISA Certified Arborists

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

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Click here to  
check us out!

Page 1 of 3



3	Tree(s)	<b>Fertilizer Program</b>	682 111	<b>\$12,330.00</b>
<p>This Service includes a systemic treatment applied by soil injection twice a year. Our late spring/early summer application promotes healthy growth in leaves &amp; woody tissue, while the late summer/early fall application promotes healthy root growth to help the trees store their food over the winter.</p> <p><b><u><i>*We strongly recommend continuing service for 2 to 3 years to see the full benefit of this treatment.</i></u></b>  <b><u><i>*Payment Due After First Application.</i></u></b></p>				
4	Conifer(s)	<b>Conifer Protection Program</b>	226	<b>\$3,600.00</b>
<p>This Program is preformed between March and October. This Service is for prevention of "Ips", Pine Beetle, Cooley Spruce Gall, Zimmerman Pine Moth &amp; Tussock Moth. Pesticide will be applied 2-3 times throughout the Spring and Summer by spraying the trunk of the tree.</p> <p><b><u><i>*We strongly recommend continuing service for 2 to 3 years to see the full benefit of this treatment.</i></u></b>  <b><u><i>*Payment Due After First Application.</i></u></b></p>				
5	Tree(s)	<b>Targeted Soil Injection Program (Lepitect)</b>	682	<b>\$8,500.00</b>
<p>This is a soil injection taken up systemically by the tree. This treatment is effective against several varieties of insects, most notably Elm Scale, Kermes Scale, Aphids and Japanese Beetle.</p> <p><b><u><i>*We strongly recommend two applications a Year.</i></u></b>  <b><u><i>*We strongly recommend continuing service for 2 to 3 years to see the full benefit of this treatment.</i></u></b>  <b><u><i>*Payment due after first application.</i></u></b></p>				

Requested Services Total:

\$61,590.00

**Total For All Services: \$61,590.00**



ISA Certified Arborists

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

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**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 Biedenstein RM-0756B

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METCO LANDSCAPE, INC.

## Monthly Maintenance Report for Roxborough Village Metropolitan District

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

### REVIEW OF GANTTED OPERATIONS

#### Turf

Turf going into Dormancy for the season

#### Shrub Beds

Shrub beds are getting finished this month for a fall clean up

#### Trees

Trees have made it through the season in good shape. Most deciduous trees have lost leaves for the season and the evergreens look good also. We will be winter watering all new trees and shrubs planted this season

#### Irrigation

The irrigation system has been winterized and drained for the season. As of 11-6-2020

#### Site Policing

We continue to police the grounds twice a week on Tuesday and Thursday

#### Overall Site

overall site is doing well we will be installing Christmas lights the week of November 16th

#### Review of Operations for Upcoming Month:

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

Winter water and portering of trash and doggy pots



# Irrigation Repair Proposal

<b>Proposal By: Bill Barr</b>	
Metco Landscape Inc.	
Proposal Date	11/11/2020

<b>Job Location</b>	
Roxborough Village Metropolitan District	

<b>Submitted To:</b>	
Anna Jones CLA	

<b>Accounting Information</b>	
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
<b>1</b>	<b>Irrigation Repairs as follows:</b>				
	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<sup>®</sup> OptiFlow<sup>®</sup>



## 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<sup>®</sup> weather data to transform flow data into daily schedules that enable sites to put down more water in less time.



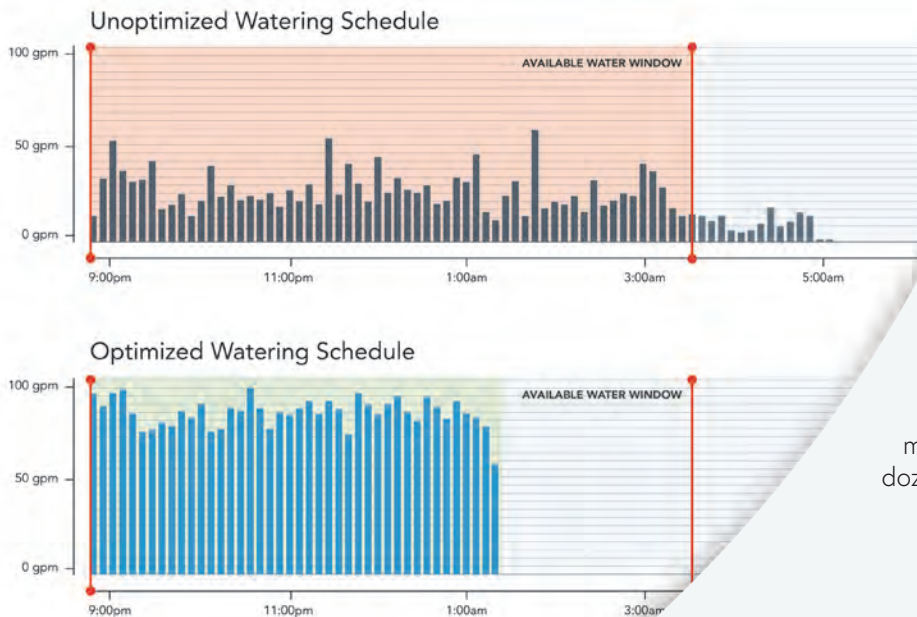
Reduces irrigation cycle duration by automatically maximizing flow rates across your site



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)

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**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

▼ **Controller 2**

▼ **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.



# WeatherTRAK<sup>®</sup> OptiFlow<sup>®</sup> XR

## Advanced Flow Made Easy

WeatherTRAK OptiFlow XR delivers advanced flow management across an entire site in a visual and easy-to-use interface. By enabling controllers to share information in the cloud, OptiFlow XR optimizes how, when and where watering takes place within your water windows.



Hundreds of controllers can share information and receive daily instructions about irrigation. Your site's maximum water flow potential is calculated to keep things running as close to your site's hydraulic capacity as possible. Define your water windows, pipe thresholds, and learn station flow, then let OptiFlow XR handle the schedules.



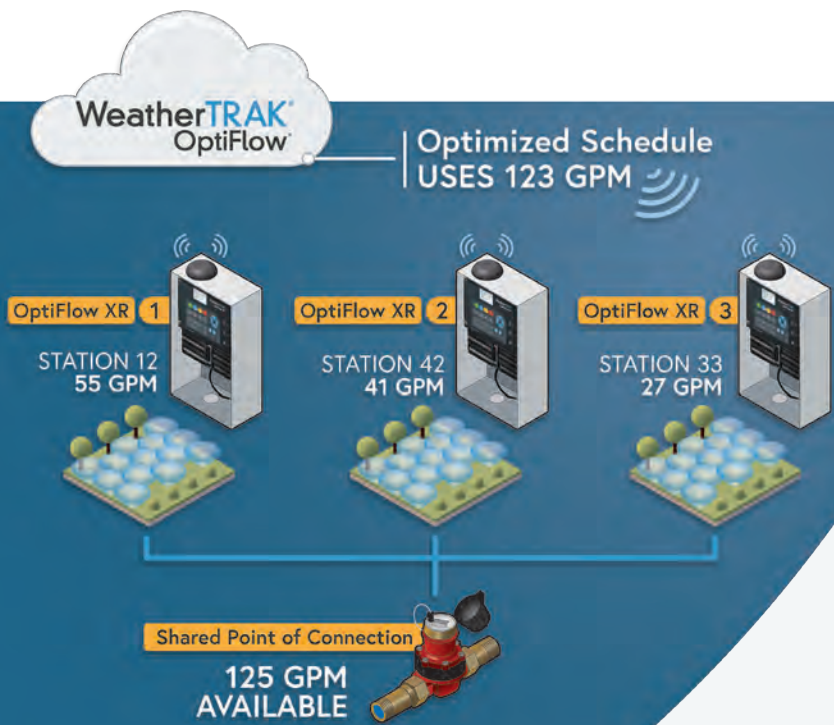
Sites with complex hydraulics are now easier to manage than ever



Reduce irrigation times to meet water windows or site demands



The extended resolution capability provides minute-level flow data for accurate reporting



## MAXIMIZE WATER WINDOWS

Imagine a scenario where you have multiple controllers that share a single mainline from a single point of connection. Each controller has its own water windows and programming requirements.

Instead of forcing you to figure out the schedule for hundreds of stations across multiple controllers, OptiFlow does the work for you. Once the OptiFlow XR controllers are joined together as a flow group, they operate as a single system, sharing flow data and coordinating schedules for optimal efficiency.





# KEY FEATURES



## Overview

- 12 to 96 stations - with backlit display and touch interface
- Six station modularity
- Ten-year warranty
- Worry-free Wireless Warranty™ covers cellular technology upgrades

## Programming Features

- Eight simultaneous programs with five program modes and two start times
- Program all settings at controller, or remotely
- Independent station programming (72 cycles/station) with automated cycle and soak
- User-defined water days and water windows per program to comply with agency regulations
- Built-in WeatherTRAK Scheduling Engine optimizes by plant, soil, sprinkler, sun exposure, and slope data
- Automated daily runtime adjustments using site-specific ET Everywhere weather data
- Percent adjust to enable fine-tuning by station
- Automated skip days based on zone-specific soil moisture depletion
- Runtime rationing protects plant health under constricted water windows
- Stacked station manual watering from 1-99 minutes

## Integrated Flow Features

- Mainline/catastrophic break detection and shutdown
- Real-time station-specific flow monitoring and control
- Local and remote station-learned flow
- Fault detection, diagnostics, and alerts
- Supports up to four flow sensor inputs and master valve outputs
- Supports normally open or normally closed master valves
- Customizable flow alert thresholds
- Upgradable to OptiFlow® for advanced flow management and multi-controller automatic scheduling
- Supports Data Industrial®, CST, Netafim™ flow sensors and custom "K and offset" values
- Compatible with WeatherTRAK FlowLink®, Flow3, and FlowHD (both iron and plastic)

## Hardware Features

- Integrated flow sensor support included
- Dedicated master valve and pump start
- Commercial-grade screw-less wire terminals
- Built-in amp meter for fault protection and diagnostics
- Cellular radio and first year of WeatherTRAK Central service included
- LTE cellular communication for the best coverage and performance
- 32-pin connector for hardware remote like the TRC Commander and Irritrol® ProMax™
- New features and firmware pushed over-the-air using WeatherTRAK Cloud Update
- Share one rain sensor across multiple controllers with RainShare™
- Robust built-in surge protection integrated directly into the controller

**Input Power** 120 VAC +/- 10%, (60 Hz) or 220 VAC +/- 10%, (60 Hz)

**Output Power** 24 VAC (60 Hz)

- 1.0 Amp (1000mA) max per station output including a pump start
- 1.0 Amp (1000mA) max per master valve output
- 3.0 Amps (80 VA) total load

Up to 17 terminal outputs energized simultaneously (8 stations, 1 manual, 4 pump starts, 4 master valves).

**Consumptive Power** Idle State: 2.5 Watts  
Maximum Power Requirements for Irrigation State: 70 Watts

**Certifications** EPA WaterSense® Approved, FCC Certified, UL Listed, 100% SWAT-tested



**Enclosure Options** Wall Mount Enclosures

- 16 gauge wall mount enclosure available in stainless and powder coated finishes
- Key-hole mounting for wall mount enclosures makes it easy to install
- Easily adapts to a small 14 gauge pedestal, also available in two different finishes

VIT Strong Box Stainless Steel  
Pedestal Enclosures  
Retrofit Chassis for Existing Enclosures  
All come with key lock entry  
NEMA-3R weather-resistant

## Advanced Flow & Control:

- Panel lock with pin code for security
- Up to 30 controllers can share a point of connection on a mainline
- Dynamic scheduling and optimization of hundreds of thousands of stations across a water source.
- Optimize hundreds of mainlines and hundreds of thousands of stations across a water source
- Minute level flow resolution stored in the cloud
- Newly Optimized schedules sent to the controller each day based on the latest ET Weather
- Set Catastrophic leak thresholds
- Access via desktop, tablet, and mobile with WeatherTRAK Central and WeatherTRAK Mobile

STATION COUNT	POINTS OF CONNECTION SUPPORT
12 - 36	1 standard
36 - 48	2 (requires flow key)
72	3 standard
96	4 standard

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

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT**

**ANNUAL BUDGET**

**FOR THE YEAR ENDING DECEMBER 31, 2021**

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT  
SUMMARY  
2021 BUDGET  
WITH 2019 ACTUAL AND 2020 ESTIMATED  
For the Years Ended and Ending December 31,**

11/16/2020

	ACTUAL 2019	BUDGET 2020	ACTUAL 6/30/2020	ESTIMATED 2020	BUDGET 2021
BEGINNING FUND BALANCES	\$ 3,978,814	\$ 4,320,799	\$ 4,608,301	\$ 4,608,301	\$ 3,039,855
REVENUES					
Property taxes	3,198,907	1,812,077	1,786,222	1,812,077	1,708,046
Specific ownership tax	321,626	163,087	70,553	150,000	135,360
Interest income	122,677	65,000	26,736	34,000	10,217
Lottery proceeds	40,165	36,000	17,680	36,000	36,000
Sports field fees	1,650	1,000	-	-	-
Miscellaneous Income	2,646	7,000	1,348	2,000	5,000
Total revenues	3,687,671	2,084,164	1,902,539	2,034,077	1,894,623
TRANSFERS IN	300,000	-	-	100,000	-
Total funds available	7,966,485	6,404,963	6,510,840	6,742,378	4,934,478
EXPENDITURES					
General Fund	882,338	1,158,303	485,091	984,853	1,207,000
Debt Service Fund	1,997,855	1,980,846	106,811	1,975,670	1,977,233
Capital Projects Fund	177,991	846,000	148,443	642,000	1,165,300
Total expenditures	3,058,184	3,985,149	740,345	3,602,523	4,349,533
TRANSFERS OUT	300,000	-	-	100,000	-
Total expenditures and transfers out requiring appropriation	3,358,184	3,985,149	740,345	3,702,523	4,349,533
ENDING FUND BALANCES	\$ 4,608,301	\$ 2,419,814	\$ 5,770,495	\$ 3,039,855	\$ 584,945
EMERGENCY RESERVE	\$ 35,900	\$ 35,000	\$ 31,500	\$ 34,300	\$ 33,500
TOTAL RESERVE	\$ 35,900	\$ 35,000	\$ 31,500	\$ 34,300	\$ 33,500

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT**  
**PROPERTY TAX SUMMARY INFORMATION**  
**2021 BUDGET**  
**WITH 2019 ACTUAL AND 2020 ESTIMATED**  
**For the Years Ended and Ending December 31,**

11/16/2020

	ACTUAL 2019	BUDGET 2020	ACTUAL 6/30/2020	ESTIMATED 2020	BUDGET 2021
<b>ASSESSED VALUATION - Douglas</b>					
Residential	\$ 61,224,420	\$ 71,613,170	\$ 71,613,170	\$ 71,613,170	\$ 71,661,000
Commercial	6,355,570	6,248,890	6,248,890	6,248,890	6,198,380
State assessed	920,900	1,053,500	1,053,500	1,053,500	986,400
Vacant land	508,460	647,070	647,070	647,070	613,820
Personal property	667,990	631,970	631,970	631,970	779,360
Certified Assessed Value	<u>\$ 69,677,340</u>	<u>\$ 80,194,600</u>	<u>\$ 80,194,600</u>	<u>\$ 80,194,600</u>	<u>\$ 80,238,960</u>
<b>MILL LEVY</b>					
General	12.087	12.087	12.087	12.087	12.087
Debt Service	34.000	10.200	10.200	10.200	9.200
Refund and abatements	0.000	0.309	0.309	0.309	0.000
Total mill levy	<u>46.087</u>	<u>22.596</u>	<u>22.596</u>	<u>22.596</u>	<u>21.287</u>
<b>PROPERTY TAXES</b>					
General	\$ 842,190	\$ 969,313	\$ 969,312	\$ 969,313	\$ 969,848
Debt Service	2,369,030	817,984	817,984	817,984	738,198
Refund and abatements	-	24,780	24,780	24,780	-
Levied property taxes	<u>3,211,220</u>	<u>1,812,077</u>	<u>1,812,077</u>	<u>1,812,077</u>	<u>1,708,046</u>
Adjustments to actual/rounding	(12,313)		(25,855)	-	-
Budgeted property taxes	<u>\$ 3,198,907</u>	<u>\$ 1,812,077</u>	<u>\$ 1,786,222</u>	<u>\$ 1,812,077</u>	<u>\$ 1,708,046</u>
<b>BUDGETED PROPERTY TAXES</b>					
General	\$ 838,961	\$ 982,751	\$ 968,729	\$ 982,751	\$ 969,848
Debt Service	2,359,946	829,326	817,493	829,326	738,198
	<u>\$ 3,198,907</u>	<u>\$ 1,812,077</u>	<u>\$ 1,786,222</u>	<u>\$ 1,812,077</u>	<u>\$ 1,708,046</u>

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT  
GENERAL FUND  
2021 BUDGET  
WITH 2019 ACTUAL AND 2020 ESTIMATED  
For the Years Ended and Ending December 31,**

11/16/2020

	ACTUAL 2019	BUDGET 2020	ACTUAL 6/30/2020	ESTIMATED 2020	BUDGET 2021
BEGINNING FUND BALANCE	\$ 443,415	\$ 436,348	\$ 455,539	\$ 455,539	\$ 513,437
REVENUES					
Property taxes	838,961	982,751	968,729	982,751	969,848
Specific ownership tax	321,626	163,087	70,553	150,000	135,360
Interest income	29,579	10,000	6,792	8,000	5,000
Sports field fees	1,650	1,000	-	-	-
Miscellaneous income	2,646	7,000	1,348	2,000	5,000
Total revenues	1,194,462	1,163,838	1,047,422	1,142,751	1,115,208
Total funds available	1,637,877	1,600,186	1,502,961	1,598,290	1,628,645
EXPENDITURES					
General and administrative					
Accounting	38,754	45,000	28,896	60,000	55,000
Auditing	4,950	5,200	-	4,950	5,200
County Treasurer's fee	12,594	14,741	14,534	14,741	14,548
Directors' fees	7,501	8,000	3,800	8,000	8,000
Dues and licenses	1,169	1,200	1,017	1,017	1,380
Insurance and bonds	10,143	13,000	9,953	9,953	10,400
District management	128,405	120,750	98,691	167,000	160,000
Legal services	58,560	70,000	52,850	95,000	95,000
Miscellaneous	3,961	4,000	844	4,000	4,000
Newsletter and postage	3,810	3,000	3,730	8,000	10,000
Payroll taxes	574	612	291	704	710
Election expense	-	65,000	8,447	8,447	50,000
Engineering	31,645	45,000	15,777	40,000	46,000
Communications/website	228	15,000	228	15,000	15,000
Community events	16,001	35,000	68	100	35,000
Foothills Park and Recreation fees	20,465	20,000	4,616	9,000	15,000
Operations and maintenance					
Algae control	-	5,000	-	-	5,000
Graffiti removal/ vandalism	1,550	5,000	2,395	5,000	5,000
Landscape contract	159,840	164,800	82,782	164,800	169,700
Landscape irrigation maintenance	10,238	25,000	21,883	43,766	45,100
Landscape maintenance & repairs	39,180	75,000	12,602	25,204	26,000
Landscape weed control	31,569	20,000	10,151	20,000	20,600
Mosquito control	14,000	16,000	6,000	12,400	13,500
Nonpotable water purchase usage	48,975	70,000	9,819	50,000	51,500
Open space maintenance / fire mitigation	-	25,000	-	-	25,000
Portable restrooms	2,872	3,000	1,840	3,680	4,000
Playground repairs and maintenance	350	30,000	-	10,000	10,300
General repairs and maintenance	24,330	20,000	17,754	35,508	36,600
Seasonal lights	13,900	14,000	-	14,000	14,420
Skate Park maintenance	40,088	15,000	-	-	5,000
Snow removal	54,118	40,000	19,998	40,000	41,200
Tree maintenance	89,045	80,000	50,388	99,583	102,600
Tree spraying	-	40,000	-	-	40,000
Utilities	13,523	15,000	5,737	15,000	15,500
Contingency	-	30,000	-	-	50,742
Total expenditures	882,338	1,158,303	485,091	984,853	1,207,000
TRANSFERS OUT					
Transfers to other funds	300,000	-	-	100,000	-
Total expenditures and transfers out requiring appropriation	1,182,338	1,158,303	485,091	1,084,853	1,207,000
ENDING FUND BALANCE	\$ 455,539	\$ 441,883	\$ 1,017,870	\$ 513,437	\$ 421,645
EMERGENCY RESERVE	\$ 35,900	\$ 35,000	\$ 31,500	\$ 34,300	\$ 33,500
TOTAL RESERVE	\$ 35,900	\$ 35,000	\$ 31,500	\$ 34,300	\$ 33,500

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT  
DEBT SERVICE FUND  
2021 BUDGET  
WITH 2019 ACTUAL AND 2020 ESTIMATED  
For the Years Ended and Ending December 31,**

11/16/2020

	ACTUAL 2019	BUDGET 2020	ACTUAL 6/30/2020	ESTIMATED 2020	BUDGET 2021
BEGINNING FUND BALANCE	\$ 1,898,973	\$ 2,331,025	\$ 2,354,162	\$ 2,354,162	\$ 1,233,818
REVENUES					
Property taxes	2,359,946	829,326	817,493	829,326	738,198
Interest income	93,098	55,000	19,944	26,000	5,217
Total revenues	<u>2,453,044</u>	<u>884,326</u>	<u>837,437</u>	<u>855,326</u>	<u>743,415</u>
Total funds available	<u>4,352,017</u>	<u>3,215,351</u>	<u>3,191,599</u>	<u>3,209,488</u>	<u>1,977,233</u>
EXPENDITURES					
Bond interest - Series 1993	225,277	138,407	69,697	138,407	44,717
Bond interest - Series 2014	64,453	47,299	23,650	47,299	29,537
Bond principal - Series 1993	825,000	900,000	-	900,000	429,560
Bond principal - Series 2014	845,000	875,000	-	875,000	1,455,000
County Treasurer's fee	35,425	12,440	12,264	12,264	10,719
Contingency	-	5,000	-	-	5,000
Paying agent fees	2,700	2,700	1,200	2,700	2,700
Total expenditures	<u>1,997,855</u>	<u>1,980,846</u>	<u>106,811</u>	<u>1,975,670</u>	<u>1,977,233</u>
Total expenditures and transfers out requiring appropriation	<u>1,997,855</u>	<u>1,980,846</u>	<u>106,811</u>	<u>1,975,670</u>	<u>1,977,233</u>
ENDING FUND BALANCE	<u>\$ 2,354,162</u>	<u>\$ 1,234,505</u>	<u>\$ 3,084,788</u>	<u>\$ 1,233,818</u>	<u>\$ -</u>

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT  
CAPITAL PROJECTS FUND  
2021 BUDGET  
WITH 2019 ACTUAL AND 2020 ESTIMATED  
For the Years Ended and Ending December 31,**

11/16/2020

	ACTUAL 2019	BUDGET 2020	ACTUAL 6/30/2020	ESTIMATED 2020	BUDGET 2021
BEGINNING FUND BALANCE	\$ 1,636,426	\$ 1,553,426	\$ 1,798,600	\$ 1,798,600	\$ 1,292,600
REVENUES					
Lottery proceeds	40,165	36,000	17,680	36,000	36,000
Total revenues	<u>40,165</u>	<u>36,000</u>	<u>17,680</u>	<u>36,000</u>	<u>36,000</u>
TRANSFERS IN					
Transfers from other funds	<u>300,000</u>	<u>-</u>	<u>-</u>	<u>100,000</u>	<u>-</u>
Total funds available	<u>1,976,591</u>	<u>1,589,426</u>	<u>1,816,280</u>	<u>1,934,600</u>	<u>1,328,600</u>
EXPENDITURES					
General and Administrative					
Accounting	-	3,000	-	3,000	25,000
Contingency	-	100,000	-	-	30,000
District management	44,050	40,000	20,555	49,000	55,000
Engineering	-	20,000	17,928	35,000	40,300
Legal services	-	5,000	1,167	5,000	5,000
Capital Projects					
Recreation center					
Conceptual design	-	-	-	-	55,000
Sustainability consulting	-	-	-	-	25,000
GEO Tech	-	-	-	-	15,000
Initial design work	-	-	-	-	110,000
New playground	-	-	-	-	350,000
Monument sign	-	-	-	-	70,000
Plant nursery	-	-	-	-	30,000
Baseball field improvements	7,618	5,000	-	-	5,000
Capital outlay	-	-	-	-	-
Irrigation upgrades/replacement	-	150,000	-	-	100,000
Parking lot improvements	5,183	3,000	-	-	-
Trails/bike path	-	25,000	-	55,000	55,000
Spillway / embankment	-	150,000	2,968	150,000	75,000
Water rights enhancements	7,600	20,000	13,750	20,000	20,000
Master plan implementation	113,540	325,000	92,075	325,000	100,000
Total expenditures	<u>177,991</u>	<u>846,000</u>	<u>148,443</u>	<u>642,000</u>	<u>1,165,300</u>
Total expenditures and transfers out requiring appropriation	<u>177,991</u>	<u>846,000</u>	<u>148,443</u>	<u>642,000</u>	<u>1,165,300</u>
ENDING FUND BALANCE	<u>\$ 1,798,600</u>	<u>\$ 743,426</u>	<u>\$ 1,667,837</u>	<u>\$ 1,292,600</u>	<u>\$ 163,300</u>

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

**Services Provided**

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

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

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

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

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

**Revenues**

**Property Taxes**

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



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

**Revenues - (continued)**

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

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

**Specific Ownership Taxes**

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

**Net Investment Income**

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

**Expenditures**

**Administrative and Operating Expenditures**

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

**County Treasurer's Fees**

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

**Debt Service**

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

**Capital Projects**

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

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

**Debt and Leases**

**Series 1993 Bonds**

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

**1993 Series B Principal Only**

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

**Series 2014 Loan**

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

	Balance at December 31, 2019	Additions	Reductions	Balance at December 31, 2020
General Obligation Bonds				
Series 1993B - Principal Only	\$ 1,329,560	\$ -	\$ 900,000	\$ 429,560
Series 2014	2,330,000	-	875,000	1,455,000
Developer Advance				
Principal	209,734	-	-	209,734
Interest	71,539	12,584	-	84,123
Total	<u>\$ 3,940,833</u>	<u>\$ 12,584</u>	<u>\$ 1,775,000</u>	<u>\$ 2,178,417</u>

	Balance at December 31, 2020	Additions	Reductions	Balance at December 31, 2021
General Obligation Bonds				
Series 1993B - Principal Only	\$ 429,560	\$ -	\$ 429,560	\$ -
Series 2014	1,455,000	-	1,455,000	-
Developer Advance				
Principal	209,734	-	-	209,734
Interest	84,123	12,584	-	96,707
Total	<u>\$ 2,178,417</u>	<u>\$ 12,584</u>	<u>\$ 1,884,560</u>	<u>\$ 306,441</u>

The District has no capital or operating lease.

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

**Reserves**

**Emergency Reserves**

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

**This information is an integral part of the accompanying budget.**

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

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

6728 Old Ranch Trl  
Littleton, CO 80125





Staircase and hardscaping

6728 Old Ranch Trl  
Littleton, CO 80125

Old Ranch Trail

Old Ranch Trail

Old Ranch Trail

London Bakery

Exborough Dr





Construction disturbance



Dumping debris



Paved with Pebbles





**AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES**

**AND SERVICES PERFORMED UNDER WORK ORDERS**

*Effective as of January 1, 2021*

**BETWEEN**

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT,  
a quasi-municipal corporation and political subdivision of  
the State of Colorado organized pursuant to Title 32 of  
the Colorado Revised Statutes  
(the "District")

and

METCO LANDSCAPE, INC.,  
a Colorado corporation  
(the "Contractor")

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**EXHIBITS ATTACHED:**

EXHIBIT A: Map-Landscape Areas-Property  
EXHIBIT B: Property  
EXHIBIT C: Standard Landscape Services  
EXHIBIT D: Landscape Maintenance Map  
EXHIBIT E: Special Services

**AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES  
AND SERVICES PERFORMED UNDER  
WORK ORDERS**

This Agreement for Landscape Maintenance and Services Performed under Work Orders (“Agreement”), effective as of January 1, 2021 (the “Effective Date”), by and between Roxborough Village Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado organized pursuant to Title 32 of the Colorado Revised Statutes (the “District”), and METCO LANDSCAPE, INC., a Colorado corporation (the “Contractor”).

**I. SCOPE OF SERVICES:**

**1.1 Landscape Maintenance:** This Agreement provides for the maintenance, care and repair of certain landscaped areas within the District as shown on **Exhibit A**, and described on **Exhibit B**, attached hereto and incorporated herein by reference (the “Property”). The maintenance, care and repair services to be provided by the Contractor within the Property are described herein, and in **Exhibit C** attached hereto and incorporated herein by reference (collectively the “Standard Landscape Services”). Special landscape services (“Special Services”) are described in Article IV.

**1.2 Services Performed Under Work Orders:** The terms of this Agreement shall apply to any services or work performed by the Contractor pursuant to a Work Order approved by the District (the “Work Order”).

Standard Landscape Services, Special Services and services performed pursuant to any Work Order may be collectively referred to herein as the Services.

**II. TERM:**

The term of this Agreement shall be from January 1, 2021 to December 31, 2021.

**III. STANDARD LANDSCAPE SERVICES:**

The frequency and/or number of times per year that the Contractor is to provide the Standard Landscape Services are set forth in **Exhibit C**. A map depicting the areas to provide the Standard Landscape Services is described in **Exhibit D** (the “Landscape Maintenance Map”). If the District requests that any landscape services be performed more often than set forth in **Exhibit C**, such service shall be performed pursuant at the rates set forth in **Exhibit E** - Special Services, attached hereto and incorporated herein by reference.

**3.1 Irrigated Turf, Non-Irrigated Turf and Native Grass Care.** Turf care consists of mowing, irrigation, fertilization and herbicide application to maintain healthy turf at all times.

a) Mowing of Irrigated Turf Areas. Irrigated turf areas shall be mowed as necessary to maintain a turf height of approximately 2¾ - 3¾ inches during the growing season. All rights-of-way between the back of curb and a fence shall be considered irrigated turf. If a road right-of-way is adjacent to a non-irrigated turf or a native grass area, Contractor shall maintain a four foot strip at the back of curb, as if it were a turf area. Mowing equipment and patterns shall be employed to permit recycling of clippings where possible. Excess clippings shall be removed from sidewalks and drives. Blades on all equipment shall be sharp to prevent tearing of the grass blades. Drought conditions may necessitate less frequent mowing per approval of the District Manager.

b) Mowing of Non-Irrigated Turf and Native Grass Areas. Non-irrigated turf and native grass areas shall be mowed six (6) times per season, or as necessary at the discretion of the Board, to maintain a height of eight inches (8"). Non-irrigated turf and native grass areas shall be left to go to seed at least twice during the calendar year.

c) Trails Through Non-Irrigated Turf and Native Grass Areas. Non-irrigated turf and native grass areas on either side of trails shall be mowed to a width of four feet (4') at a minimum of one (1) time per month or as required to maintain a height of four inches (4").

d) Trimming. All irrigated turf areas shall be trimmed after each mowing to provide a well-groomed appearance. This shall include all fence lines and vertical elements.

e) Edging. During the mowing season, edging shall be performed along all sidewalks, walkways, drainage ways, streets, curbs and planting beds to maintain a well-groomed appearance. Such edging shall be performed at least monthly and at a minimum of seven (7) times per year. Notwithstanding the foregoing, edging shall be performed along all drainage ways and streets at least monthly. Should more frequent edging be required to maintain a well groomed appearance, Contractor shall provide a written proposal for such additional edging to the District Manager.

f) Fertilization. Irrigated turf areas shall be fertilized with a high quality, well-balanced fertilizer three (3) times each season. Non-Phosphorous fertilizer shall be used. The first application shall consist of ½ pound of nitrogen per 1,000 square feet, at least 40% of which shall be slow release nitrogen. This application shall contain a pre-emergent herbicide to control annual grassy weeds. Each subsequent application shall be 1 pound of nitrogen per 1,000 square feet, at least 40% of which shall be slow release nitrogen and shall also contain at least 1% iron. All fertilizer shall be blown from sidewalks to minimize staining.

g) Aeration. The Contractor shall aerate all irrigated turf areas to open the turf for fertilizer, air and water two (2) times each year. The first aeration shall be completed before the first fertilization. Irrigated turf areas will be watered thoroughly prior to aeration and fertilized immediately thereafter with an appropriate fertilizer. The Contractor shall use only a closed coring tine. Prior to aeration the Contractor shall flag all sprinkler heads and valve boxes to minimize damage. Plugs shall be left on irrigated turf areas to assist in



breaking down of thatch. Additionally, the Contractor shall aerate selective areas near the end of the growing season. Selective areas shall include south facing slopes, heavy use areas and areas of unusually tight soil.

h) Leaf Removal. The Contractor will collect and remove large accumulations of leaves during the month of November or after 90% leaf drop. Timing of collection and removal shall be weather dependent.

i) Unusual Conditions. Whenever the Contractor observes any condition which Contractor believes may be detrimental to healthy turf growth, such conditions shall be immediately reported to the District Manager along with a recommendation of corrective action.

**3.2 Tree and Shrub Care.** The Contractor shall familiarize themselves with the numbers, locations and types of trees and shrubs within the District. Tree and shrub care shall maintain and promote healthy growing conditions and shall include pruning and wound repair, fertilization, insect control, disease control, and other maintenance measures as necessary. The maximum overall tree/shrub height for pruning and removal shall be ten (10) feet.

a) Pruning Trees. The Contractor will not prune trees unless the Contract is amended to include such work.

b) Pruning Shrubs. The objective of shrub pruning is the same as for trees, to promote healthy plants and a pleasing appearance. Shrubs shall not be shaped into a box or ball-like appearance. Shrubs will be thinned as necessary to retain dense foliage, quality flowers, and a healthy natural appearance.

c) Pruning of Conifer Trees. Conifer trees shall be thinned and shaped as necessary in accordance with the provisions of Section 3.2 (a).

d) Additional Pruning and Removal of Trees or Shrubs. Pruning of trees or shrubs having a height in excess of 10 feet, or removal of any trees or shrubs shall be a Special Service to be approved by the District Manager.

e) Dead Plant Materials and Replacement of Plants. All dead plant materials shall be removed and properly disposed off-site within one (1) week of determination of death. Contractor shall immediately provide a quote to the District Manager to replace such plants.

f) Wrapping. Trees having equal to or less than 6" caliper shall be wrapped in the fall and unwrapped in the spring.

**3.3 Mulch and Mulch Beds.** Organic mulches, including wood and bark chips shall be utilized in non-turf flower bed areas.

a) Protective Rings. All trees and shrub beds shall be protected from maintenance equipment by use of a mulch bed and/or other protection, as approved by the District

Manager.

b) Application. Certified weed-free shredded wood mulch shall be reapplied each season after the first herbicide application. This shall include all tree protection rings, shrub beds, ground covers, annual and perennial beds.

c) Maintenance. All mulched areas shall be edged or re-edged prior to application of mulch to provide natural containment.

**3.4 Ground Cover and Flower Beds**. The appearance and health of ground cover shall be maintained by adhering to the following practices:

a) Weed Control. Weeds shall be controlled by use of a pre-emergent herbicide or selective systemic herbicide. The manufacturer and formulation of herbicides will be coordinated with the District before use. Weeds shall be hoed as little as possible to minimize damage to plant root systems.

b) Mow Strips. Hand weed four (4) times per season, and spray Round-up herbicide two (2) times per season.

c) Flower Care. Pinch back dead blooms as required and hand weed as required to maintain beds in a weed-free condition.

**3.5 Natural Areas**. Non-irrigated natural areas such as Willow Creek and Little Willow Creek shall be mowed as needed (but not less than five (5) times per season) to maintain vegetation height of less than 8 inches. All portions of the natural areas that can be reasonably accessed by equipment shall be mowed. Particular attention shall be paid to controlling vegetation height and weed growth boarding adjacent residential properties.

a) Trash Pick-up. Trash in non-irrigated natural areas shall be picked-up weekly, as set forth in **Exhibit C**.

b) Watering Trees. Trees in non-irrigated natural areas shall be watered when natural moisture is not adequate to sustain healthy conditions.

**3.6 Integrated Pest and Weed Management**. If requested, the Contractor shall assist the Board of Directors of the District (the "Board") to develop policies to apply the principles of Integrated Pest Management (IPM). This includes informing the Board of modifications and additions to the prevention strategy and schedule of regular cleaning and maintenance; regular monitoring to detect problems early; choosing the most effective options with the least risk to people and the environment; using biological methods that will result in long-term solutions; and minimizing the use of pesticides and insecticides. The Contractor is to provide the Standard Landscape Services described in this Agreement but is to alert the Board of all effective alternatives to chemical applications available. Control and/or elimination of, but not limited to, Canada thistle, musk thistle, scotch thistle and knapweed is of particular concern and shall be included with the IPM.

a) Weed Control. The Contractor shall spray all irrigated turf with a broad-spectrum broadleaf herbicide two (2) times per season with follow-up spot application as required. Prior to such application, the Contractor shall submit the proposed herbicide to the District for approval. Application of pre-emergent herbicide shall be completed before May 1 of each year; second application of pre-emergent or application of post-emergent control of broadleaf weeds will be performed if necessary and is to occur late June to first week of July of each year. The Contractor shall perform manual removal of weeds as needed. Any non-irrigated turf and native grass areas shall be sprayed with broadleaf herbicide-approved for such use by the Colorado Department of Agriculture by the 15th of May each year, with follow-up spot applications as required. Spot treatment of weeds emerging from paved and pebbled walks will be performed as necessary.

**3.7 Irrigation System Operation and Maintenance.** The Contractor will provide one (1) on-site Maintenance Technician on the Property to monitor and check the irrigation system, as well as make all repairs for twenty (20) hours a week for twenty-eight (28) weeks beginning April 1, 2021. The Maintenance Technician's main duty will be to check the operation of each sprinkler zone on a weekly basis, to verify that all control valves and heads are functioning properly and that there are no leaks or other conditions, which may require repair, to make adjustments, and clean nozzles as described in paragraph 3.7 (b). All controller enclosures shall be opened and visually inspected. The Technician is also responsible for making all repairs and control system adjustments.

The Contract price includes all twenty (20) hours of weekly maintenance services. Contractor agrees that the irrigation hours provided by Contractor, up to eighty (80) hours per month, will be applied by Contractor to any irrigation work performed for the District. Once all irrigation hours have been applied, additional irrigation hours shall be billed in accordance with **Exhibit D** and submitted to District for approval in accordance with the terms of this agreement. If any of the eighty (80) hours per month remain unused at the end of the month under the terms of this agreement, Contractor will credit the District any remaining hours on the next and subsequent work orders submitted for irrigation services. Contractor and District intend that District shall receive the benefit of all eighty (80) hours per month whether or not such benefit is realized within the month of service, or within subsequent months.

Damage to heads caused by mowing operations shall be repaired at Contractor's expense. Operation and maintenance of the irrigation system shall include the following:

a) Activation of Irrigation System. System damages caused by other than system shutdowns will be reported to the District and repair estimates shall be approved by the District before initiating repair work. Each spring on a date to be determined by the Contractor, the irrigation system shall be activated. Any system damages which have resulted from improper shutdown the previous fall shall be repaired at the expense of the Contractor. System damages caused by other than system shutdown will be brought to the attention of the District and approved before initiating work. The Contractor shall at all times exercise its best efforts to operate the irrigation system to conserve water resources of the owner.

b) Inspection. Inspection and adjustment of the system will be performed with particular attention paid to irregular water distribution patterns. Control enclosures will be opened and visually inspected between start-up and winterization to ensure water is being distributed as intended.

c) Sprinkler Heads. Plugged sprinkler heads shall be cleaned and pattern adjustments made as necessary.

d) Sprinkler Clock Timing. The Contractor shall make required adjustments in the computer program to optimize the application of water for each individual zone. Further adjustments throughout the watering season shall be performed as needed to adjust for precipitation and fluctuations in the evapo-transpiration rate.

e) Drip Irrigation System. The Contractor shall walk through all planting beds watered with drip irrigation and check for visible signs of plant stress. If stressed plant material is located, the Contractor shall inspect for proper system operation and repair as necessary.

f) System Repairs. The Contractor will check the system at the beginning of the watering season to identify broken equipment and provide a Work Order for the cost of repairs to the District Manager. The Contractor shall be responsible for repairs of all sprinkler system damage, which are the result of Contractor's operations. Minor irrigation system repairs and adjustments such as nozzle replacement, head alignment and clock adjustment shall be performed as part of the basic services and the District shall be billed for materials only. The need for major irrigation system repairs which are not caused by the Contractor shall be approved by the District and billed on a time and material basis. Such work may include clearing of plugged lines, relocation of the system, system additions, locating valves and clock or electrical work. Prior to the initiation of such work, written approval must be obtained from the District Manager or by the Board if deemed necessary by the District Manager.

g) Backflow Inspection. The Contractor shall inspect and certify backflow prevention devices annually. The Contractor shall file all certification forms as required and provide copies to the District Manager.

h) Winterization of Sprinkler Systems. When deemed appropriate by the Contractor, the sprinkler system shall be winterized. Winterization shall include voiding all lines of water using compressed air or other methods approved by the District. The Contractor shall also perform other tasks as necessary to winterize controllers, and other system components.

i) Locates. The District Engineer is the contact person for the UNCC locate service for the District. If the District Engineer requires the irrigation system to be located in a particular area, the Contractor will be notified in writing by email of such requirement. The District shall compensate the Contractor for locates, based on the rates set forth in **Exhibit E** - Labor Supervisor Rate. If a third party requests a locate, the Contractor shall obtain approval from the District Manager before providing same.

j) Locates and Accuracy. If necessary, the Contractor shall be responsible for contacting the local utility location services for underground line locations. The Contractor shall not be responsible for the cost of repairing any underground utilities, and underground service lines which are not located and marked by the local utility location services. These would include, but are not limited to, invisible dog fences, cable TV, security lines, irrigation or lighting systems, gas barbecue lines, and pool equipment lines, of which the Contractor does not have prior knowledge, or which have not been located by the utility location service.

k) Pond Depth and Consumption Monitoring. The Contractor shall inspect irrigation pond (Crystal Lake in Arrowhead Shores) weekly and monitor its depth. Pond depth shall be compared to consumption rates on a monthly basis. The Contractor shall relay monthly consumption to the District Engineer. Water depth must be maintained to a minimum level of two (2) inches above the base of the stone band surrounding the pond. The Contractor shall include this information in its written report to the District Manager that is submitted on the second Tuesday of each month. The District Manager will inform the Contractor as soon as possible if additional water is to be purchased by the District or if modifications to the irrigation schedule are required.

l) Pump Inspections. The District Engineer is responsible for scheduling routine maintenance and upgrades to the Irrigation Pump Station located within the limits of the fence at the site on Crystal Lake. Irrigation pumps shall be inspected weekly during the irrigation season by Contractor and any concerns forwarded to the District Manager and District Engineer as soon as practicable.

**3.8 Facilities Maintenance.** The following Standard Landscape Services shall be performed on the District's facilities during the period from January 1 through December 31, 2021.

a) Tennis Courts/Basketball Courts. Provide a time and materials cost for washings that may be requested by the District. Clean off animal waste weekly. Sweep or blow debris off courts weekly

b) Volleyball Courts. At the beginning of the active season (April/May) inspect the courts for low spots and appropriate depth. Any additional material, if needed to maintain depths, shall be performed by a separate Work Order. Rake smooth sand surfaces. Removal of animal waste weekly.

c) Skate Parks. At the beginning of the maintenance season (April) high-pressure hose wash all surfaces once. Provide a time and materials cost for additional washings that may be requested by the District. Clean off animal waste weekly. Sweep or blow debris off park weekly. Report any damage or graffiti to District Manager immediately.

d) Bicycle Paths. Sweep or blow debris off bicycle paths, as needed.

e) Dog Waste Dispenser Stations. Inspect dog waste dispenser stations a twice weekly basis year around. Fill dispensers as needed.

f) Playground Areas. Pick up trash and remove animal waste weekly. Rake materials to a 9" depth under swings and slide. Report any damage or graffiti to the District Manager immediately.

g) Trash Pickup. Pick up all trash accumulated around courts, play areas, mulch beds, walks and paths, and pond perimeters weekly. Pick up trash in mow areas prior to mowing.

h) Sidewalks. Sweep or blow debris off sidewalks within pavilion area weekly. Provide a proposal for full sidewalk sweepings that may be requested by the District.

i) Ponds. Trash pickup on the edge of the ponds. Trash and debris collecting within the irrigation pond (Crystal Lake in Arrowhead Shores neighborhood) and the detention ponds (Willow Creek drainage) shall be removed with emphasis around storm drain outlets. This may require the use of small non-motorized watercraft.

**3.9 Trash Pickup.** Trash pickup and removal shall be the responsibility of the Contractor. All trash receptacles shall have an internal removable can and a plastic removal liner (trash bag). It shall be Contractor's responsibility to ensure that these are in place. When a trash receptacle has a removable lid, it shall be Contractor's responsibility to ensure that the lid is properly in place and secured with a locking cable. Contractor shall order and stock all materials at Contractor's cost. The Contractor shall pickup and remove trash from the site per the following seasonal schedule and pursuant to the following guidelines:

a) Summer (April 1 through October 15). Each week prior to mowing the Contractor shall pick up trash and litter on the Property and adjacent streets. Trash receptacles shall be emptied twice weekly as set forth in **Exhibit C** with extra pickups the last working day before and the first working day after the following holidays: Memorial Day, Labor Day and Independence Day. Trash shall be disposed of as directed by the District. The Contractor shall provide a fixed price per receptacle for additional trash pickups as required by the District Manager.

b) Winter (January 1 through March 31 and October 16 through December 31). During the winter months the Contractor shall pick up trash on all Property on a weekly basis. Contractor shall pick up all trash accumulated around courts, play areas, mulch beds, walks and paths, and pond perimeters.

c) Ponds. Trash pickup on the edge of the ponds should be considered part of the weekly duties of Contractor outlined above. Trash and debris collecting within the irrigation pond (Crystal Lake in Arrowhead Shores neighborhood) and the detention ponds (Willow Creek drainage) shall be removed twice per year (May and November). This may require the use of small non-motorized watercraft. Contractor shall provide fixed price for additional clean-ups as directed by the Board.

**3.10 Contractor Water.** All water required for application of fertilizers, weed control products and any other products requiring water for application to the Property shall be provided at no cost to the Contractor. The District Manager will designate the location(s) at which the Contractor may obtain water.

**3.11 Damage to Landscape Improvements.** The Contractor shall provide protection to any material, trees, shrubs, fences, or other landscape improvements (collectively, the “Landscape Improvements”) that may be subject to repetitive contact with maintenance equipment.

At all times the Contractor shall be alert for damages to any Landscape Improvements, including but not limited to plant stock, turf, ground cover, benches, trash receptacles, play equipment, shelters, irrigation equipment, regardless of cause, including, but not limited to, fertilization, fungus, disease, irrigation, improper maintenance, storm damage or vandalism. When such is identified, the Contractor shall immediately notify the District Manager of the condition and recommend corrective action. Any Landscape Improvements damaged by Contractor’s operations shall be repaired or replaced at the expense of the Contractor.

Any landscape improvements having sustained damage prior to the commencement of the term of this agreement shall be documented in writing to the District Manager and shall include print or digital photographs where appropriate.

The fences along the major roads (Village Circle East, Village Circle West, Rampart Range Road) are not owned by the District. They are owned and maintained by individual landowners. Fence issues such as fences falling into the Property shall be brought to the attention of the District Manager.

**3.12 Winter Services.** During the winter months of January, February, March, October, November and December, the Contractor shall provide the following services:

a) **Winter Watering.** Should there be extended periods of drought which may lead to plant or tree stress, such plants and trees shall be watered as recommended by the Contractor and approved by the District Manager. Ground cover areas shall be watered lightly if so warranted for a pre-approved additional fee, billed separately.

b) **Winter Watering Turf.** Turf shall be watered as far into the fall as weather will permit. Should there be extended dry periods during the winter, turf shall be watered either by pressurizing the sprinkler system and then re-winterizing or irrigating turf area using hoses attached to fire hydrants for an additional fee, billed separately.

c) **Deep Root Watering.** Four (4) times during non-irrigated season, hand watering of trees and shrubs will be performed with a root feeder to the appropriate depth for the specific plant.

**3.13 Changes.** The District may authorize changes in the Standard Landscape Services, order additional services, or order deletion of certain Standard Landscape Services previously ordered, (the “Changes”). The Contractor will not proceed with any Change without prior written authorization by the District Manager. Promptly after the District Manager informs Contractor of

a requested Change, the Contractor will deliver to the District Manager a written statement setting forth the estimated cost of the requested Change or credit to the District, as applicable. Upon written approval by the District Manager of Contractor's written estimate, the Contractor shall proceed with the Change and Contractor's compensation will be appropriately increased or decreased.

#### IV. **SPECIAL SERVICES:**

From time to time the District may request that the Contractor provide Special Services not included within the scope of the Standard Landscape Services. Prior to providing any Special Services, the Contractor will obtain approval from District. Special Services shall be provided in accordance with the rates and charges listed in **Schedule D**, pursuant to an approved Work Order. In addition, Work Orders may include services not otherwise described in this Agreement.

#### V. **GENERAL PROVISIONS:**

**5.1 Attendance at Board Meetings and Reports to District Manager.** Attendance at Board meetings by the Contractor is mandatory during the term of this Agreement. A summary report of all activities for the prior month shall be submitted to the District Manager by the second Tuesday of the month in a form defined in paragraph 6.1 of this Agreement. An agenda for the upcoming District Meeting shall also be submitted to the District Manager by the second Tuesday of the month. Contractor's employee Randy Morrow shall be the dedicated Account Manager for the District during the term of the Agreement.

If the Contractor cannot resolve questions concerning responsibility for damage, repair, cost and interpretation of the provisions of this Agreement with the District Manager, the Contractor may meet with the Board.

**5.2 Contractor's Duties.** The Contractor will render the Services as follows:

a) **Professional Standards.** The Services will be performed by the Contractor in accordance with the generally accepted standards of care, skill, diligence and professional competence applicable to contractors engaged in providing similar services at the time and place that the Services are rendered. Except as otherwise set forth herein, the Contractor shall be responsible to repair, at its cost, any damage caused by its employees, agents, or subcontractors while performing the Services.

b) **Quality Assurance.** The Contractor shall provide a schedule of all maintenance-related activities planned during the contract period with notations of season requirements. The Contractor shall submit with the maintenance schedule all product data for materials such as fertilizers, pesticides, etc. In order to expedite minor but necessary work and repairs that are not a part of the base contract, the Contractor is authorized to spend a maximum of \$300 per incident without prior authorization. All larger repairs or maintenance items shall be brought to the attention of the District Manager for review and may require Board approval.



c) Performance During Term. The Contractor will commence performing the Standard Landscape Services on the first day of the term of this Agreement, and will thereafter continually and diligently perform the Standard Landscape Services, and the Special Services requested by the District throughout the term of this Agreement.

d) Compliance with the Law. The Contractor will, at its own expense, throughout the term of this Agreement, comply with all federal, state, and local laws, statutes, ordinances, codes, regulation, requirements, guidelines, court rulings and orders of all governmental authorities applicable to services performed by the Contractor under this Agreement, including but not limited to employee safety.

e) Personnel. The Contractor represents that all of its personnel who will perform any services under this Agreement, have received the information, instructions, and training required to provide such services, including training to prevent harm to such personnel, residence and members of the public who may be in the vicinity.

f) Licenses. The Contractor and all of its employees performing tasks that require licensing are licensed to the extent required by all Applicable Law and will, at Contractor's cost, maintain such licensing throughout the term of this Agreement. Such licenses include any requirements set forth by the State of Colorado and Environmental Protection Agency.

g) Mechanics' and Materialmen's Liens. The Contractor will (i) make timely payments to Contractor's employees, subcontractors and/or suppliers, and (ii) be responsible for satisfaction of any liens and encumbrances which are filed or asserted against the District and/or the Property which liens result from the services performed by the Contractor under this Agreement. If any lien is filed claiming by, through or under the Contractor or the services performed by the Contractor, the Contractor will cause such lien to be discharged or bonded within 10 days after its filing. If the Contractor fails to cause such lien to be discharged or bonded within such ten (10) day period, the District, in addition to any other available remedy, may bond or discharge the lien and, at District's discretion, deduct its costs incurred, including attorneys' fees and interest at the rate of twelve (12%) percent per annum from the due date, from any payments due the Contractor or invoice the Contractor for the amounts paid, which invoice shall be due and payable upon ten (10) days after receipt. Contractor's obligations in this subsection shall not apply if the District has not made payment to Contractor for the services performed.

Hours of Operation – Power Equipment. The Contractor shall not use power equipment within one hundred (100) yards of any residence prior to 7:00 a.m. during the week (Monday through Friday) or prior to 8:00 a.m. on weekends (Saturday and Sunday) or on state observed holidays.

## **VI. TERMS OF PAYMENT:**

**6.1 Request for Payment.** During the term of this Agreement the Contractor shall submit to the District Manager by the second Tuesday of the month a standard pay request form attached to a report detailing the following:

- Maintenance log – Standard Landscape Services performed during the previous month including but not limited to:
  - Locations
  - Time and rate per hour of each employee (if applicable)
  - Quantities of materials used in the work performed
  - Reason for work performance
- Detail of problems encountered and corrective action taken or proposed to be taken
- Special Services recommended to be performed during the following month and reason for performance
- If taken, payment requests for Special Services performed and supporting documentation
- Water consumption and pond depth report
- Maintenance inspection report discussing (but not limited to) the following:
  - Turf
  - Planting beds
  - Trees
  - Shrubs
  - Water management
  - Safety conditions
  - Appearance
  - Follow up items for the following month
  - Irrigation System Operation
- Services performed during the previous month pursuant to an approved Work Order.

Any failure to timely provide the foregoing detailed pay request form and report may delay payment up to the next monthly District Meeting.

**6.2 Contract Amount.** All labor, equipment and material necessary to perform the Standard Landscape Services for the District’s fiscal year shall be provided for the sum as referenced in **Exhibit C** and be paid in 12 equal monthly installments beginning in January. Each subsequent payment shall be made on the first business day of each successive month through December.

**6.3 Documentation.** To the extent that the Contractor performs Special Services pursuant to a Work Order, the Contractor will retain during the term of this Agreement and for the longer of (i) two (2) years after the completion of the Work Order, or (ii) until the final resolution of any outstanding dispute between the District and Contractor, Contractor’s internal books and records pertaining to Special Services and Work Orders, which shall be kept in sufficient detail and condition to permit periodic audits of such books and records by the District and the Contractor. The Contractor will, upon request, provide time records and/or records of services performed under the Work Order shown on any invoice.

**6.4 Special Services.** The Contractor shall submit invoices for all Special Services to the District Manager within thirty (30) days of performing the work. Payments will be made to the Contractor by the last day of the month following the month in which the invoice is approved for payments by the Board of Directors of the District. The District is exempt from Colorado state and local sales and use taxes. Contractor's invoices shall not include any sums for such taxes.

**6.5 Chatfield Farms.** All invoices for the Services performed shall separately identify the cost of any Services performed within the Chatfield Farms areas shown on **Exhibit A**, and described on **Exhibit B**.

**6.6 Service Charges.** A service charge of 1% per month will be added to all balances not paid by the last day of the month following the month in which the invoice is approved for payment by the District Manager. This represents an annual rate of 12%. In addition to all service charges, there shall also be paid the reasonable cost of collection, including attorneys' fees and court costs.

## **VII. TERMINATION/CANCELLATION:**

**7.1 Termination by the District.** Contractor agrees that as partial consideration for the District's entering into this agreement that the District has the right to terminate this agreement as follows:

If the Board determines, in its sole and subjective discretion, that the Contractor has failed or is failing to provide the Services in accordance with the terms of this Agreement, and such failure constitutes a material default by the Contractor of its obligation under this Agreement, the District may terminate this Agreement, upon such terms and within such time period as specified in a Notice of Termination delivered by the District Manager to the Contractor. Such Notice of Termination shall give thirty (30) days notice of such termination to the Contractor.

If the Board determines that the Contractor is in material default of the terms of this Agreement, the notice of termination shall so specify and in such case, no notice is required to be given prior to the Notice of Termination.

Notwithstanding the foregoing, if the District in its sole and subjective discretion determines that it would prefer for Contractor to remedy any failure to provide services, the Board may instead of a Notice of Termination, deliver to the Contractor a Notice of Deficiency. Such Notice of Deficiency shall identify any dissatisfaction by the District with the Contractor's performance of its obligations under this agreement. The Contractor shall have thirty (30) days from the effective date of the Notice of Deficiency, to satisfy the Board that it has or will take appropriate action to address the matter(s) identified in the Notice of Deficiency. Should the Contractor satisfy the Board's dissatisfaction through its correction per the Notice of Deficiency, then this agreement shall remain in full force and effect. At all times the Board shall retain the right to provide Notice of Termination as provided herein. If District terminates this Agreement for any reason, it shall pay Contractor in full for any Services performed pursuant to the Agreement up to the date of termination. Such payment shall be made in accordance with Section 6 herein.

**7.2 Termination by Contractor.** Contractor may terminate this Agreement with 30 days notice to the District for the District's willful breach of Section 6 herein, provided that Contractor is not in default under Section 6.

**7.3 Attorneys' Fees.** If any legal action is brought by either party to enforce the terms of this Agreement, the prevailing party in such action will be entitled to attorneys' fees, and costs in addition to any other relief to which such party is entitled.

**7.4 Remedies Cumulative.** Unless otherwise expressly limited in this Agreement, District's rights and remedies set forth herein will be in addition to, and not in limitation of, any rights and remedies otherwise imposed or available under applicable law.

**7.5 Survival of Provisions.** Termination of this Agreement for any reason will not affect (i) any right or obligation of either party which accrued or vested prior to such termination, or (ii) any continuing obligation, liability or responsibility of the Contractor, including without limitation Contractor's indemnity, and warranty obligation(s) under this Agreement.

## **VIII. INDEPENDENT CONTRACTOR:**

It is the express intention of the parties that the Contractor is not employed by the District but is an independent contractor. Any agent or employee of the Contractor shall never be deemed to be an employee or agent of the District. The manner and means of providing the Services are under the sole control of the Contractor. The payment or withholding of any federal, state, and local taxes for the Contractor, its employees or agents shall be the responsibility of the Contractor. As an independent contractor, the Contractor shall be responsible for complying with all applicable workers' compensation law concerning itself, its employees, agents and subcontractors. Contractor shall furnish all supervision, labor, materials, tools and equipment necessary to perform its obligations under this agreement.

## **IX. 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.

**9.1 Employment or Contracting With Illegal Aliens.** The Contractor hereby certifies that it shall not knowingly employ or contract with an illegal alien who will perform the Services under this Agreement, or knowingly contract with a subcontractor that fails to certify to the Contractor that such subcontractor does not knowingly employ or contract with an illegal alien to perform the Services under this Agreement.

**9.2 Verification Regarding Illegal Aliens.** The Contractor hereby represents, warrants, and agrees that the Contractor 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

Services ("Newly Hired Employees"). 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.

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

**9.4 Duty to Terminate a Subcontract.** If the Contractor obtains actual knowledge that a subcontractor performing the Services knowingly employs or contracts with an illegal alien, the Contractor shall:

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

b) 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.

**9.5 Duty to Comply with Investigation.** The Contractor shall 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).

**9.6 Damages for Breach of Agreement.** In addition to any other legal or equitable remedy to which the District may be entitled 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., the Contractor shall be liable for actual and consequential damages to the District.

**9.7 Notification.** The District shall notify the office of the Colorado Secretary of State if the Contractor violates a provision of this 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 Colorado Secretary of State if a court made such a determination.

**9.8 Participation in Employment Verification Program.** If the 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 the affirmation to the District pursuant to the requirements of C.R.S § 8-17.5-102(5)(c)(II) stating that the Contractor has examined the legal status of the Newly Hired Employee. 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).

## **X. INDEMNITIES AND WAIVERS:**

### **10.1 Definitions.**

a) Parties. The “Contractor Parties” are the Contractor, its officers, members, partners, agents and employees, subcontractors and all other persons and entities over whom the Contractor exercises control or supervision. The “District Parties” are the District, its manager, officers, directors, employees, agents, independent contractors, and consultants. A “Beneficiary” is the intended recipient of the benefits of another party’s indemnity, waiver or obligation to defend.

b) Claims. “Claims” means all damages, losses, injuries, liabilities, penalties, disbursements, costs, expenses, charges, assessments and expenses (including attorneys’ fees, experts’ fees, and expenses incurred in investigating, defending or prosecuting any litigation or proceeding), claims, demands, litigation, suits, proceedings, causes of action (whether in tort or contract or in law or at equity) or judgments.

c) Indemnify, Waive and Defend. “Indemnify” means to protect a party against potential Claims and/or to compensate a party for Claims actually incurred. “Waive” means to knowingly and voluntarily relinquish a right and/or to release another party from liability in connection with Claims. “Defend” means to provide a legal defense of a Beneficiary against Claims with counsel reasonably acceptable to such Beneficiary and at no cost to the Beneficiary.

**10.2 Indemnities as to Performance.** To the fullest extent permitted by applicable law, the Contractor will Indemnify and Defend the District Parties against all Claims arising out of any intentional, reckless, gross or negligent act or omission by any Contractor Party which Claims arise from or in connection with Contractor’s performance of the Services pursuant to this Agreement, or from the violation of or failure of any Contractor Party to comply with any applicable law.

**10.3 Repair Indemnities as to Property Damage.** Contractor shall be responsible for prompt repair and any indemnification related thereto or any damage to District property caused by Contractor or their personnel. Labor and materials for the repair or replacement of said damages shall be provided and borne by Contractor.

**10.4 Scope of Indemnities and Waivers.** The indemnities, waivers and obligations to defend contained in this Agreement (i) will be enforced for the benefit of the applicable Beneficiary even if the Claim in question is caused by the active or passive negligence or sole, joint, concurrent or comparative negligence of such Beneficiary, and regardless of whether liability without fault or strict liability is imposed upon or alleged against such Beneficiary, but not to the extent that a court of competent jurisdiction holds in a final judgment that a Claim is caused by the intentional or reckless act or omission of such Beneficiary; (ii) are independent of, and shall not be limited by, each other or any insurance obligations in this Agreement until all related Claims against the Beneficiaries are fully and finally barred by any applicable law.

**10.5 District's Reliance.** In reliance on the indemnity, waiver and undertaking to defend contained in herein and the agreement by the Contractor to obtain and maintain in force the insurance policies and endorsements described hereinafter, the District may not carry primary insurance for Claims arising from any Contractor's Parties acts or omissions. The Contractor acknowledges that Contractor is relying not on the District or District's Insurance in order to pay Claims arising from any Contractor Parties acts or omissions, but rather on (A) the insurance required by Section XI of this Agreement and any additional insurance the Contractor has elected to carry; (B) Contractor's own funds, as to deductibles and self-insured retentions under Contractor's insurance and as to Claims which exceed Contractor's insurance limits; and (C) third parties (other than the District Parties), as to Claims arising from the actions of third parties.

**10.6 District's Liability.** District's liability for failure to perform its obligations under this Agreement shall be limited to suit for breach of contract. The Contractor waives all Claims against the District for consequential, special, or punitive damages allegedly suffered by any Contractor Party, including lost profits and business interruption. No provision of this Agreement shall be construed as a waiver by the District of any constitutional, statutory, or other governmental immunity provided by law.

## **XI. CONTRACTOR'S INSURANCE:**

**11.1 Coverages.** The Contractor will, at its sole cost and expense, maintain in effect at all times during the term of this Agreement and as otherwise required hereunder, the following insurance coverages with limits of not less than those set forth below. Contractor further agrees to maintain and supply documentation of any additional public liability or property damage insurance that may be required by the State of Colorado during the term of this agreement.

a) **Employee Insurance.**

<u>Coverage</u>	<u>Minimum Amounts and Limits</u>
Worker's Compensation	\$500,000 (or as required by Colorado law)
Employer's Liability	\$1,000,000 (or as required by Colorado law)

This policy will include a waiver of subrogation in favor of the District Parties.

b) **Liability Insurance.**

<u>Coverage</u>	<u>Minimum Amounts and Limits</u>
Commercial General Liability (Occurrence Basis)	\$1,000,000 combined single limits per occurrence respect to each location

This policy will contain (i) an endorsement including the District Parties as "additional insureds", (ii) cross-liability and severability of interest endorsements, (iii) a waiver of subrogation in favor of the District Parties, and (iv) an aggregate per location endorsement.

c) Vehicle Insurance.

<u>Coverage</u>	<u>Minimum Amounts and Limits</u>
Business Vehicle Liability (Occurrence Basis)	\$1,000,000 combined single limits per occurrence with respect to each location

This policy will be a standard form written to cover all owned, hired and non-owned vehicles owned or operated by the Contractor Parties and contain (i) an endorsement including the District Parties as “additional insureds”, (ii) cross-liability and severability of interest endorsements, (iii) a waiver of subrogation in favor of the District Parties, and (iv) an aggregate per location endorsement.

d) Umbrella Liability Insurance.

<u>Coverage</u>	<u>Minimum Amounts and Limits</u>
Bodily Injury/Property Damage (Occurrence Basis)	\$5,000,000 per occurrence \$5,000,000 aggregate

This policy will be written on an umbrella basis above the coverages described in Section (c) above and contain (i) an endorsement including the District Parties as additional insureds, (ii) a waiver of subrogation in favor of the District Parties, and (iii) an aggregate per location endorsement.

**11.2 Policies.** All policies will be issued by carriers having ratings of Best’s Insurance Guide A/VIII and/or Standard & Poor Insurance Solvency Review A-, or better, and admitted to engage in the business of insurance in the State of Colorado. All policies must be endorsed to be primary with the policies of all District Parties being excess, secondary and non-contributing. All policies shall contain provisions that state that they cannot be cancelled, non-renewed or materially modified without 30 days prior written notice by insurance carrier(s) to the District Manager.

**11.3 Evidence of Coverage.** Evidence of the insurance coverage required to be maintained by the Contractor under this section, represented by certificates of insurance issued by the insurance carrier(s), must specify the additional insured status as well as the waivers of subrogation. Such certificates of insurance will state the amounts of all deductibles and self-insured retentions and that the District Manager will be notified in writing thirty (30) days prior to cancellation, material change or non-renewal of insurance. Upon request, the Contractor will provide to the District Manager a certified copy of any or all insurance policies or endorsements required by this Agreement. The Contractor shall provide the District Manager with copies of the certificates evidencing that the District has been added as an additional insured under the various insurance policies which the Contractor is required to carry.

**XII. MISCELLANEOUS:**

**12.1 Notice.** 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 following addresses, or such other address as is provided by one party to the other in accordance with this section:

Notices to the District:

Roxborough Village Metropolitan District  
 c/o CliftonLarsonAllen LLP  
 Attn: Ann Jones, District Manager  
 8390 East Crescent Parkway, Suite 500  
 Greenwood Village, CO 80111-2814

Copy to:

Folkestad Fazekas Barrick & Patoile, P.C.  
 Attn: Katie James  
 18 South Wilcox Street, Suite 200  
 Castle Rock, CO 80104

Notices to the Contractor:

METCO LANDSCAPE, INC.  
 Attn.: Judy Mcnew  
 2200 Rifle Street  
 Aurora, CO 80011

**12.2 Entire Agreement.** This Agreement will constitute the entire agreement between the parties with respect to performance of the Services, and no oral statements or prior written agreements not specifically incorporated herein will be of any force or effect. The District will not be bound by any purported modification or amendment of this Agreement and will not be deemed to have waived any provision of the Agreement, unless such modification, amendment or waiver is set forth in writing and signed by the District. No waiver by the District of Contractor's compliance with provisions or conditions of the Agreement on one occasion will be deemed to be a waiver of similar or dissimilar provisions of conditions at the same or any prior or subsequent time with respect to this Agreement.

**12.3 Governing Law/Venue.** This Agreement will be governed by and construed in accordance with Colorado law, and venue for any actions brought under this Agreement will be in Douglas County, Colorado.

**12.4 Interpretation/Severability.** If any provision of this Agreement is held illegal, invalid or unenforceable under present or future applicable law, such provision will be fully severable and this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision were not a part hereof. All headings in this Agreement are for convenience of reference only, are not part of this Agreement, and no construction or inference will be derived there from. This Agreement may be executed in any number of counterparts, each of which will be deemed an original and all of which taken together will be deemed one and the same document.

**12.5 Construction.** The parties acknowledge that each party has reviewed this Agreement and had an opportunity to have legal counsel review this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

**12.6 Authority.** Each of the parties represents to the other that such party has full power and authority to execute, deliver, and perform this Agreement; that the individuals executing this Agreement on behalf of said party are fully empowered and authorized by all requisite action to do so; that this Agreement constitutes a valid and legally binding obligation of such party enforceable against such party in accordance with its terms; that such execution, delivery, and performance will not contravene any legal or contractual restriction binding upon such party; and that there is no legal action, proceeding, or investigation of any kind now pending or to the knowledge of such parties threatened against or affecting such party or the execution, delivery, or performance of this Agreement.

**12.7 Successors and Assigns.** This Agreement will inure to the benefit of, and be binding upon, the Contractor, the District and their respective legal representatives, successors and permitted assigns. The Contractor may not assign or delegate the benefits and/or obligations under this Agreement without a prior written consent of the District; provided, however, the Contractor may subcontract certain tasks included in the Services as deemed appropriate by the Contractor. Notwithstanding the foregoing, consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Service Contractor or in connection with assignment to an affiliate or pursuant to the merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization. Notice of any permitted assignment shall be given by Contractor to the District within 7 days of such Assignment.



**EXHIBIT A**

*MAP – LANDSCAPE AREAS - PROPERTY*

**EXHIBIT B***PROPERTY***Roxborough Village:**

- a) Four parcels formerly known as 99 year parcels, which include the Roxborough Community Park, Little Willow Creek from Rampart Range Road to the northern boundary of Roxborough Village Filing No. 12B and open space.
- b) Imperial Park - the small pocket part on the west side of Village Circle West at Stacy Place (Tract A, Imperial Homes at Roxborough Village Filing No. 1)
- c) The 7-acre pond (AKA Crystal Lake, Tract K-2, Roxborough Village Filing No. 16A) - the source of irrigation water. Tract K, Roxborough Village Filing No. 16A, grass area between the wall and the perimeter sidewalk.
- d) Power-line easement - entirety from Rampart Range Road to Village Circle West.
- e) Rampart Range Road.
  - i) West from Waterton Road to the intersection of Rampart Range Road and Village Circle East and West.
  - ii) West side and medians only from power-line easement to approximately 300' south of the last lot on Blue Mesa Way.
  - iii) The open space on the east side of Rampart Range Road south of Village Circle East (yellow area only)
- f) Village Circle East
  - i) West/south side of road from fence line to back of curb - Rampart Range Road to the east-west utility easement separating Filing 16A from Pulte Homes area.
  - ii) North/east side of road from fence line to back of curb - Rampart Range Road to Ptarmigan Lane (Labeled in red as Tract A).
- g) Village Circle West - the entire right-of-way from fence-line to back of curb on both sides with the following exceptions:
  - i) Elementary School site excluded.
  - ii) Tract D (Labeled in red, see Canvasback Circle) - maintain from back of curb to walk only.
  - iii) On the west side, beginning at the fifth house north of Red Mesa Way, continuing to the fourth (4<sup>th</sup>) house south of Red Mesa Way, mow as turf to the fence line. After the fourth (4<sup>th</sup>) house south of Red Mesa Way, continuing to Rampart Range Road, mow as described in paragraph 3.1.c of the Agreement - "Trails Through Native Turf and Grass Areas."

## **EXHIBIT B**

### *PROPERTY*

- iv) Filing 15 - west side of Red Mesa Drive from last lot south to the cul-de-sac, the connector trail to Blue Mesa Drive, west side of Blue Mesa Drive from cul-de-sac to the first lot, west side of Blue Mesa Way from last lot south to cul-de-sac.
- h) Roxborough Village Filing No. 16A: Tract A-A, Tract B, Tract B-1, Tract C, Tract C-C, Tract D-1, Tract D-D, Tract E-E, Tract F, Tract G, Tract H, Tract I, Tract J, Tract K, Tract K2, Tract L, Tract M, Tract N, Tract O, Tract O-1, Tract P, Tract P-1, Tract Q, Tract R, Tract S, Tract U, Tract V, Tract T, Tract W, Tract X, Tract Y, Tract Z.
- i) Roxborough Village Filing No. 16A, 1<sup>st</sup> Amendment: Tract E-1, Tract B-2, Tract B-B-1.
- j) Roxborough Village Commercial Subdivision – Third Amendment – Tract E-1, Tract C and Tract F.

### **Chatfield Farms:**

- a. Little Willow Creek- entire open space corridor, excepting out detention ponds, from the north line of Executive Homes at Roxborough Village Filing No. 3 north to Waterton Road including the open space south of Chatfield Marketplace (Tract A, Chatfield Farms Filing No. 1-A; Tract A1, Chatfield Farms Filing No. 1-A, 1<sup>st</sup> Amendment; Tract C, Chatfield Farms Filing No. 1-B), the open space corridor of Chatfield Farms Filing 1-B that is west of the Roxborough Village Filing No. 12-A and north of the Roxborough Village Filing No. 12-B (Tract E, Chatfield Farms Filing No. 1-B), the sloped area west of Campfire Drive to the District boundary (Tract A, Chatfield Farms Filing No. 1-B) excepting out the emergency access road located within Tract A, Chatfield Farms Filing No. 1-B.
- b. Chatfield Park (Active Park - Tract B, Chatfield Farms Filing No. 1-A) - the park on the west side of Liverpool Circle and adjacent to Tract A, Chatfield Farms Filing 1-A of the Little Willow Creek open space.
- c. Un-named Park (Active Park - Tract E-1, Chatfield Farms Filing No. 1A, 2<sup>nd</sup> Amend.) - the small pocket park on the south side Waterton Road and on the west side of the entry to the Chatfield Marketplace.
- d. Waterton Road: South right-of-way from the entry to Liverpool Circle to Chatfield Marketplace including entire streetscape from back of curb to fence line (Tract F, Chatfield Farms Filing No. 1-A).
- e. Irrigated Parkway/Medians:
  - i. Median located at Campfire Street.

**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**

<b>Total Contract Price</b>	<b>\$ 170,530.00</b>
<b>Monthly Payment Amount (January – December)</b>	<b>\$ 14,210.83</b>

**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

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\$60.00	Per hour, foreman with truck
\$50.00	Per hour, laborer, general labor.
\$70.00	Per hour, laborer with equipment.
\$90.00	Per hour, native area mowing.
\$75.00	Per hour, irrigation technician.
\$150.00	Per backflow plus applicable fees— backflow testing.
\$55.00	Per hour, irrigation helper.
\$105.00	Per hour, hand watering.
\$125.00	Per hour, emergency call. (2 Hour Minimum)
\$135.00	Per hour, chemical application
\$150.00	Per hour, landscape consultation.

- One hour minimum charge per service provided. Billable time will be rounded to nearest  $\frac{1}{2}$  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**

<b><u>Special Services</u></b>	<b><u>Cost</u></b>
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



**METCO LANDSCAPE, INC.**

**ROXBOROUGH VILLAGE METRO DISTRICT  
LANDSCAPE MAINTENANCE PROPOSAL**

**2020 SERVICES**

SERVICE	2020 SERVICES	
	1/1/20	12/31/20
	FREQUENCY	TERM
MOW, TRIM, BLOW - IRRIGATED TURF AREAS	28	APRIL - OCTOBER
EDGING - IRRIGATED TURF AREAS (MONTHLY)	7	APRIL - OCTOBER
LITTER PICK UP - LANDSCAPED AREAS (SUMMER)	28	APRIL - OCTOBER
LITTER PICK UP - LANDSCAPED AREAS (WINTER)	24	OCTOBER - APRIL
MANUAL WEED CONTROL - LANDSCAPED BEDS	28	APRIL - OCTOBER
CHEMICAL WEED CONTROL - LANDSCAPED BEDS, SIDEWALKS AND CURB/GUTTER	7	APRIL - OCTOBER
TREE WELL MAINTENANCE (CHEMICAL APPLICATION)	2	APRIL - OCTOBER
SPRING CLEAN UP - LANDSCAPED AREAS (INCLUDES CUTTING BACK PERENNIAL GRASSES)	1	APRIL
IRRIGATION ACTIVATION	1	APRIL
IRRIGATION SYSTEM CHECKS	28	APRIL - OCTOBER
PRE-EMERGENT APPLICATION - MULCH AND ROCK BEDS, IRRIGATED TURF AREAS AS NEEDED	1	APRIL
BROADLEAF WEED SPRAY - IRRIGATED TURF AREAS	3	APRIL/MAY, JULY & SEPT
FERTILIZATION - IRRIGATED TURF AREAS	3	APRIL/MAY, JULY & SEPT
SHRUB/TREE PRUNING (UNDER 10') - AESTHETIC	2	JUNE & SEPTEMBER
CORE AERATION - IRRIGATED TURF AREAS	2	APRIL/OCTOBER
FALL CLEAN UP - LANDSCAPED AREAS (INCLUDES CUTTING BACK PERENNIAL FLOWERS)	1	NOVEMBER
IRRIGATION WINTERIZATION	1	OCTOBER
SITE INSPECTIONS	12	JANUARY - DECEMBER
<b>TOTAL CONTRACT PRICE:</b>		<b>\$165,564.00</b>
<b>2020 MONTHLY PAYMENT AMOUNT (JANUARY-DECEMBER):</b>		<b>\$13,797.00</b>
<b>TOTAL CONTRACT PRICE:</b>		<b>\$170,532.00</b>
<b>2021 MONTHLY PAYMENT AMOUNT (JANUARY-DECEMBER):</b>		<b>\$14,211.00</b>
<b>TOTAL CONTRACT PRICE:</b>		<b>\$179,052.00</b>
<b>2022 MONTHLY PAYMENT AMOUNT (JANUARY - DECEMBER):</b>		<b>\$14,921.00</b>

ADDITIONAL SERVICES (NOT INCLUDED IN BASE CONTRACT PRICE)	FREQUENCY	COST
FALL AERATION	UPON APPROVAL	
NATIVE AREA MAINTENANCE (MOWING, TRASH, WEED CONTROL)	UPON APPROVAL	T & M
ANNUAL FLOWER 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

## 2020 Extra Work Rates

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\$44.00	Per hour, foreman with truck
\$40.00	Per hour, laborer, general labor.
\$51.00	Per hour, laborer with equipment.
\$89.00	Per hour, native area mowing.
\$65.00	Per hour, irrigation technician.
\$105.00	Per backflow plus applicable fees— backflow testing.
\$51.00	Per hour, irrigation helper.
\$89.00	Per hour, hand watering.
\$95.00	Per hour, emergency call. (2 Hour Minimum)
\$89.00	Per hour, chemical application
\$79.00	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 C

## STANDARD LANDSCAPE SERVICES

SERVICE	FREQUENCY/TIMES PER YEAR	
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Irrigated turf area mowing (mow, trim, blow)	28	April - October
Litter pick-up-Landscaped Area (Summer)	28	April - October
Litter pick-up-Landscaped Area (Winter)	24	October - April
Edging-Irrigated Turf Areas (Monthly)	7	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**

<b>Total Contract Price</b>	<b>\$ 165,564.00</b>
<b>Monthly Payment Amount (January - December)</b>	<b>\$ 13,797.00</b>

**Additional Services Not Included in Base Price**

Fall Aeration	Upon Arrival	
Native Area Maintenance (Mowing, Trash, 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



**Roxborough Village Metro District  
LANDSCAPE MAINTENANCE PROPOSAL**

2021 SERVICES

1/1/21

12/31/21

MAINTENANCE SERVICE	FREQUENCY	TERM
MOW, TRIM, BLOW - IRRIGATED TURF AREAS	28	APRIL - OCTOBER
EDGING - IRRIGATED TURF AREAS (BI-WEEKLY)	14	APRIL - OCTOBER
LITTER PICK UP - LANDSCAPED AREAS (SUMMER)	26	APRIL - OCTOBER
LITTER PICK UP - LANDSCAPED AREAS (WINTER)	24	OCTOBER - APRIL
SITE INSPECTIONS	12	JANUARY - DECEMBER
SPRING CLEAN UP - LANDSCAPED AREAS (INCLUDES CUTTING BACK PERENNIAL GRASSES)	1	APRIL
SHRUB/TREE PRUNING (UNDER 10') - AESTHETIC	2	JUNE & SEPTEMBER
CORE AERATION - IRRIGATED TURF AREAS	2	APRIL/MAY
FALL CLEAN UP - LANDSCAPED AREAS (INCLUDES CUTTING BACK PERENNIAL FLOWERS)	1	NOVEMBER
FERTILIZATION & WEED CONTROL SERVICE	FREQUENCY	TERM
MANUAL WEED CONTROL - LANDSCAPED BEDS	28	APRIL - OCTOBER
CHEMICAL WEED CONTROL - LANDSCAPED BEDS, SIDEWALKS AND CURB/GUTTER	7	APRIL - OCTOBER
TREE WELL MAINTENANCE (CHEMICAL APPLICATION)	2	APRIL - OCTOBER
PRE-EMERGENT APPLICATION -MULCH AND ROCK BEDS, IRRIGATED TURF AREAS AS NEEDED	1	APRIL
BROADLEAF WEED SPRAY - IRRIGATED TURF AREAS	3	APRIL/MAY, JULY & SEPT
FERTILIZATION - IRRIGATED TURF AREAS	3	APRIL/MAY, JULY & SEPT
IRRIGATION ACTIVATION	1	APRIL
IRRIGATION SITE VISITS	28	APRIL - OCTOBER
IRRIGATION WINTERIZATION	1	OCTOBER
<b>TOTAL CONTRACT PRICE:</b>		<b>\$170,530.00</b>
<b>MONTHLY PAYMENT AMOUNT (JANUARY - DECEMBER):</b>		<b>\$14,210.83</b>

ADDITIONAL SERVICES (NOT INCLUDED IN BASE CONTRACT PRICE)	FREQUENCY	COST
FALL AERATION	UPON APPROVAL	Included
NATIVE AREA MAINTENANCE (MOWING, TRASH)	UPON APPROVAL	Included
NATIVE AREA WEED CONTROL	UPON APPROVAL	T & M
ANNUAL FLOWER 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



**Exhibit "A"**  
**2021 Extra Work Rates**

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\$60.00	Per hour, foreman with truck
\$50.00	Per hour, laborer, general labor
\$70.00	Per hour, laborer with equipment
\$90.00	Per hour, native area mowing
\$75.00	Per hour, irrigation technician.
\$150.00	Per backflow plus applicable fees– backflow testing
\$55.00	Per hour, irrigation helper
\$105.00	Per hour, hand watering
\$125.00	Per hour, emergency call (2 Hour Minimum)
\$135.00	Per hour, chemical application
\$150.00	Per hour, landscape consultation

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- One hour minimum charge per service provided. Billable time will be rounded to nearest ½ 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.

**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 17<sup>th</sup> 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

**AGREEMENT FOR SNOW REMOVAL  
AND SERVICES PERFORMED UNDER WORK ORDERS**

*Effective as of January 1, 2021*

**BETWEEN**

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT,**  
a quasi-municipal corporation and political subdivision of  
the State of Colorado organized pursuant to Title 32 of  
the Colorado Revised Statutes  
(the “District”)

and

**METCO LANDSCAPE, INC,**  
a Colorado corporation  
(the “Contractor”)

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DRAFT

**AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES,  
SNOW REMOVAL SERVICES, AND SERVICES PERFORMED UNDER  
WORK ORDERS**

This Agreement for Landscape Maintenance and Snow Removal Services, and Services Performed under Work Orders (“Agreement”), effective as of January 1, 2021 (the “Effective Date”), by and between Roxborough Village Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado organized pursuant to Title 32 of the Colorado Revised Statutes (the “District”), and Metco Landscape, Inc. a Colorado corporation (the “Contractor”).

**I. SCOPE OF SERVICES:**

**1.1 Snow Removal Services:** The Contractor shall provide the Snow Removal Services on sidewalks, and pedestrian entryways and exits within the District as shown on **Exhibit A** attached hereto and incorporated herein by reference (the “Snow Removal Areas”). The services to be provided by the Contractor within the Snow Removal Areas are described herein, and in **Exhibit B** attached hereto and incorporated herein by reference (collectively the “Snow Removal Services”).

a) Timing and Extent of Services. The District’s intention is to facilitate the use of sidewalks to access schools, as reflected in the designation of Priority 1 and Priority 2 walkways as shown on **Exhibit A**. The Contractor shall exercise its best efforts to remove snow from school access sidewalks prior to 8:00 a.m. on school days. The Contractor will perform snow removal on Priority 1 and Priority 2 walkways as shown on **Exhibit A**. When two-thirds of the snow removal budget for District for each year is expended, snow removal for the remainder of the current budget year will be limited to Priority 1 walkways, unless otherwise directed by the Board of Directors on a case by case basis. The Contractor shall exercise its judgment to determine the extent to which it provides Snow Removal Services, based on snow accumulation of two (2) inches or more, or due to icy or other related conditions.

b) Rates. Snow Removal Services shall be performed on a time and material basis, at the rates set forth in **Exhibit B and Exhibit C** (the “Snow Removal Rates”). The rates specified in **Exhibit B and Exhibit C** include the equipment and labor to operate such equipment on a per hour basis. The Contractor and the District agree that the Snow Removal Rates do not include state sales tax and that the District is exempt from payment of state sales tax.

c) Ice Melting Chemicals. The Contractor shall exercise its judgment regarding the application of ice melting chemicals. The District acknowledges that ice melting chemicals may cause damage to plants and turf, and that the Contractor assumes no liability for any damage which results from the proper application of such ice melting chemicals.

d) Damage to Snow Removal Areas. Except for extraordinary snowfalls, any repair or replacement of damaged vegetation or landscape improvements resulting from Contractor's Snow Removal Services shall be at the expense of the Contractor.

**1.2 Services Performed Under Work Orders:** The terms of this Agreement shall apply to any services or work performed by the Contractor pursuant to a Work Order approved by the District (the "Work Order").

Snow Removal Services and services performed pursuant to any Work Order may be collectively referred to herein as the Services.

**II. TERM:**

The term of this Agreement shall be from January 1, 2021 to December 31, 2021.

**III. GENERAL PROVISIONS:**

**3.1 Attendance at Board Meetings and Reports to District Manager.** Attendance at Board meetings by the Contractor is mandatory during the winter months for the term of this Agreement. A summary report of all activities for the prior month shall be submitted to the District Manager by the second Tuesday of the month in a form defined in paragraph 4.1 of this Agreement. An agenda for the upcoming District Meeting shall also be submitted to the District Manager by the second Tuesday of the month. Contractor's employee shall be the dedicated Account Manager for the District during the term of the Agreement.

If the Contractor cannot resolve questions concerning responsibility for damage, repair, cost and interpretation of the provisions of this Agreement with the District Manager, the Contractor may meet with the Board.

**3.2 Contractor's Duties.** The Contractor will render the Services as follows:

a) Professional Standards. The Services will be performed by the Contractor in accordance with the generally accepted standards of care, skill, diligence and professional competence applicable to contractors engaged in providing similar services at the time and place that the Services are rendered. Except as otherwise set forth herein, the Contractor shall be responsible to repair, at its cost, any damage caused by its employees, agents, or subcontractors while performing the Services.

b) Quality Assurance. All larger repairs or items outside the scope of the services shall be brought to the attention of the District Manager for review and may require Board approval.

c) Performance During Term. The Contractor will commence performing the Standard Landscape Services and the Snow Removal Services on the first day of the term of this Agreement, and will thereafter continually and diligently perform the Standard Landscape Services and the Snow Removal Services, and the Special Services requested

by the District throughout the term of this Agreement.

d) Compliance with the Law. The Contractor will, at its own expense, throughout the term of this Agreement, comply with all federal, state, and local laws, statutes, ordinances, codes, regulation, requirements, guidelines, court rulings and orders of all governmental authorities applicable to services performed by the Contractor under this Agreement, including but not limited to employee safety.

e) Personnel. The Contractor represents that all of its personnel who will perform any services under this Agreement, have received the information, instructions, and training required to provide such services, including training to prevent harm to such personnel, residence and members of the public who may be in the vicinity.

f) Licenses. The Contractor and all of its employees performing tasks that require licensing are licensed to the extent required by all Applicable Law and will, at Contractor's cost, maintain such licensing throughout the term of this Agreement. Such licenses include any requirements set forth by the State of Colorado and Environmental Protection Agency.

g) Mechanics' and Materialmen's Liens. The Contractor will (i) make timely payments to Contractor's employees, subcontractors and/or suppliers, and (ii) be responsible for satisfaction of any liens and encumbrances which are filed or asserted against the District and/or the Property which liens result from the services performed by the Contractor under this Agreement. If any lien is filed claiming by, through or under the Contractor or the services performed by the Contractor, the Contractor will cause such lien to be discharged or bonded within 10 days after its filing. If the Contractor fails to cause such lien to be discharged or bonded within such ten (10) day period, the District, in addition to any other available remedy, may bond or discharge the lien and, at District's discretion, deduct its costs incurred, including attorneys' fees and interest at the rate of twelve (12%) percent per annum from the due date, from any payments due the Contractor or invoice the Contractor for the amounts paid, which invoice shall be due and payable upon ten (10) days after receipt. Contractor's obligations in this subsection shall not apply if the District has not made payment to Contractor for the services performed.

h) Hours of Operation – Power Equipment. Snow plowing services, may be performed as necessary under this Agreement.

#### **IV. TERMS OF PAYMENT:**

**4.1 Request for Payment.** During the term of this Agreement the Contractor shall submit to the District Manager by the second Tuesday of the month a standard pay request form attached to a report detailing the following:

- Snow Removal Services performed during the previous month including but not limited to:
  - Locations
  - Time and rate per hour of each employee (if applicable)



- Quantities of materials used in the work performed
- Reason for work performance
- Detail of problems encountered and corrective action taken or proposed to be taken
- Work Orders recommended to be performed in the future and reason for performance
- If taken, payment requests for Work Orders performed and supporting documentation
- Maintenance inspection report discussing (but not limited to) the following:
  - Safety conditions
  - Appearance
  - Follow up items for the following month
- Services performed during the previous month pursuant to an approved Work Order.

Any failure to timely provide the foregoing detailed pay request form and report may delay payment up to the next monthly District Meeting.

**4.2 Documentation.** To the extent that the Contractor performs Special Services pursuant to a Work Order, the Contractor will retain during the term of this Agreement and for the longer of (i) two (2) years after the completion of the Work Order, or (ii) until the final resolution of any outstanding dispute between the District and Contractor, Contractor's internal books and records pertaining to Work Orders, which shall be kept in sufficient detail and condition to permit periodic audits of such books and records by the District and the Contractor. The Contractor will, upon request, provide time records and/or records of services performed under the Work Order shown on any invoice.

**4.3 Special Services.** The Contractor shall submit invoices for all services to the District Manager within thirty (30) days of performing the work. "Special Services" is defined as any additional services performed pursuant to Work Orders. Payments will be made to the Contractor by the last day of the month following the month in which the invoice is approved for payments by the Board of Directors of the District. The District is exempt from Colorado state and local sales and use taxes. Contractor's invoices shall not include any sums for such taxes.

**4.4 Chatfield Farms.** All invoices for the Services performed shall separately identify the cost of any Services performed within the Chatfield Farms areas shown on **Exhibit A**.

**4.5 Service Charges.** A service charge of 1% per month will be added to all balances not paid by the last day of the month following the month in which the invoice is approved for payment by the District Manager. This represents an annual rate of 12%. In addition to all service charges, there shall also be paid the reasonable cost of collection, including attorneys' fees and court costs.

## V. **TERMINATION/CANCELLATION:**

**5.1 Termination by the District.** Contractor agrees that as partial consideration for the District's entering into this agreement that the District has the right to terminate this agreement as follows:

If the Board determines, in its sole and subjective discretion, that the Contractor has failed or is failing to provide the Services in accordance with the terms of this Agreement, and such failure constitutes a material default by the Contractor of its obligation under this Agreement, the District may terminate this Agreement, upon such terms and within such time period as specified in a Notice of Termination delivered by the District Manager to the Contractor. Such Notice of Termination shall give thirty (30) days notice of such termination to the Contractor.

If the Board determines that the Contractor is in material default of the terms of this Agreement, the notice of termination shall so specify and in such case, no notice is required to be given prior to the Notice of Termination.

Notwithstanding the foregoing, if the District in its sole and subjective discretion determines that it would prefer for Contractor to remedy any failure to provide services, the Board may instead of a Notice of Termination, deliver to the Contractor a Notice of Deficiency. Such Notice of Deficiency shall identify any dissatisfaction by the District with the Contractor's performance of its obligations under this agreement. The Contractor shall have thirty (30) days from the effective date of the Notice of Deficiency, to satisfy the Board that it has or will take appropriate action to address the matter(s) identified in the Notice of Deficiency. Should the Contractor satisfy the Boards dissatisfaction through its correction per the Notice of Deficiency, then this agreement shall remain in full force and effect. At all times the Board shall retain the right to provide Notice of Termination as provided herein. If District terminates this Agreement for any reason, it shall pay Contractor in full for any Services performed pursuant to the Agreement up to the date of termination. Such payment shall be made in accordance with Section 6 herein.

**5.2 Termination by Contractor.** Contractor may terminate this Agreement with 30 days notice to the District for the District's willful breach of Section 4 herein, provided that Contractor is not in default under Section 4.

**5.3 Attorneys' Fees.** If any legal action is brought by either party to enforce the terms of this Agreement, the prevailing party in such action will be entitled to attorneys' fees, and costs in addition to any other relief to which such party is entitled.

**5.4 Remedies Cumulative.** Unless otherwise expressly limited in this Agreement, District's rights and remedies set forth herein will be in addition to, and not in limitation of, any rights and remedies otherwise imposed or available under applicable law.

**5.5 Survival of Provisions.** Termination of this Agreement for any reason will not affect (i) any right or obligation of either party which accrued or vested prior to such termination, or (ii) any continuing obligation, liability or responsibility of the Contractor, including without limitation Contractor's indemnity, and warranty obligation(s) under this Agreement.

## **VI. INDEPENDENT CONTRACTOR:**

It is the express intention of the parties that the Contractor is not employed by the District but is an independent contractor. Any agent or employee of the Contractor shall never be deemed to be an employee or agent of the District. The manner and means of providing the Services are under

the sole control of the Contractor. The payment or withholding of any federal, state, and local taxes for the Contractor, its employees or agents shall be the responsibility of the Contractor. As an independent contractor, the Contractor shall be responsible for complying with all applicable workers' compensation law concerning itself, its employees, agents and subcontractors. Contractor shall furnish all supervision, labor, materials, tools and equipment necessary to perform its obligations under this agreement.

## **VII. 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.

**7.1 Employment or Contracting With Illegal Aliens.** The Contractor hereby certifies that it shall not knowingly employ or contract with an illegal alien who will perform the Services under this Agreement, or knowingly contract with a subcontractor that fails to certify to the Contractor that such subcontractor does not knowingly employ or contract with an illegal alien to perform the Services under this Agreement.

**7.2 Verification Regarding Illegal Aliens.** The Contractor hereby represents, warrants, and agrees that the Contractor 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 Services ("Newly Hired Employees"). 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.

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

**7.4 Duty to Terminate a Subcontract.** If the Contractor obtains actual knowledge that a subcontractor performing the Services knowingly employs or contracts with an illegal alien, the Contractor shall:

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

b) 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.

**7.5 Duty to Comply with Investigation.** The Contractor shall 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).

**7.6 Damages for Breach of Agreement.** In addition to any other legal or equitable remedy to which the District may be entitled 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., the Contractor shall be liable for actual and consequential damages to the District.

**7.7 Notification.** The District shall notify the office of the Colorado Secretary of State if the Contractor violates a provision of this 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 Colorado Secretary of State if a court made such a determination.

**7.8 Participation in Employment Verification Program.** If the 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 the affirmation to the District pursuant to the requirements of C.R.S § 8-17.5-102(5)(c)(II) stating that the Contractor has examined the legal status of the Newly Hired Employee. 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).

## **VIII. INDEMNITIES AND WAIVERS:**

### **8.1 Definitions.**

a) **Parties.** The "Contractor Parties" are the Contractor, its officers, members, partners, agents and employees, subcontractors and all other persons and entities over whom the Contractor exercises control or supervision. The "District Parties" are the District, its manager, officers, directors, employees, agents, independent contractors, and consultants. A "Beneficiary" is the intended recipient of the benefits of another party's indemnity, waiver or obligation to defend.

b) **Claims.** "Claims" means all damages, losses, injuries, liabilities, penalties, disbursements, costs, expenses, charges, assessments and expenses (including attorneys' fees, experts' fees, and expenses incurred in investigating, defending or prosecuting any litigation or proceeding), claims, demands, litigation, suits, proceedings, causes of action (whether in tort or contract or in law or at equity) or judgments.

c) **Indemnify, Waive and Defend.** "Indemnify" means to protect a party against potential Claims and/or to compensate a party for Claims actually incurred. "Waive" means

to knowingly and voluntarily relinquish a right and/or to release another party from liability in connection with Claims. “Defend” means to provide a legal defense of a Beneficiary against Claims with counsel reasonably acceptable to such Beneficiary and at no cost to the Beneficiary.

**8.2 Indemnities as to Performance.** To the fullest extent permitted by applicable law, the Contractor will Indemnify and Defend the District Parties against all Claims arising out of any intentional, reckless, gross or negligent act or omission by any Contractor Party which Claims arise from or in connection with Contractor’s performance of the Services pursuant to this Agreement, or from the violation of or failure of any Contractor Party to comply with any applicable law.

**8.3 Repair Indemnities as to Property Damage.** Contractor shall be responsible for prompt repair and any indemnification related thereto or any damage to District property caused by Contractor or their personnel. Labor and materials for the repair or replacement of said damages shall be provided and borne by Contractor.

**8.4 Scope of Indemnities and Waivers.** The indemnities, waivers and obligations to defend contained in this Agreement (i) will be enforced for the benefit of the applicable Beneficiary even if the Claim in question is caused by the active or passive negligence or sole, joint, concurrent or comparative negligence of such Beneficiary, and regardless of whether liability without fault or strict liability is imposed upon or alleged against such Beneficiary, but not to the extent that a court of competent jurisdiction holds in a final judgment that a Claim is caused by the intentional or reckless act or omission of such Beneficiary; (ii) are independent of, and shall not be limited by, each other or any insurance obligations in this Agreement until all related Claims against the Beneficiaries are fully and finally barred by any applicable law.

**8.5 District’s Reliance.** In reliance on the indemnity, waiver and undertaking to defend contained in herein and the agreement by the Contractor to obtain and maintain in force the insurance policies and endorsements described hereinafter, the District may not carry primary insurance for Claims arising from any Contractor’s Parties acts or omissions. The Contractor acknowledges that Contractor is relying not on the District or District’s Insurance in order to pay Claims arising from any Contractor Parties acts or omissions, but rather on (A) the insurance required by Section XI of this Agreement and any additional insurance the Contractor has elected to carry; (B) Contractor’s own funds, as to deductibles and self-insured retentions under Contractor’s insurance and as to Claims which exceed Contractor’s insurance limits; and (C) third parties (other than the District Parties), as to Claims arising from the actions of third parties.

**8.6 District’s Liability.** District’s liability for failure to perform its obligations under this Agreement shall be limited to suit for breach of contract. The Contractor waives all Claims against the District for consequential, special, or punitive damages allegedly suffered by any Contractor Party, including lost profits and business interruption. No provision of this Agreement shall be construed as a waiver by the District of any constitutional, statutory, or other governmental immunity provided by law.

## IX. CONTRACTOR'S INSURANCE:

**9.1 Coverages.** The Contractor will, at its sole cost and expense, maintain in effect at all times during the term of this Agreement and as otherwise required hereunder, the following insurance coverages with limits of not less than those set forth below. Contractor further agrees to maintain and supply documentation of any additional public liability or property damage insurance that may be required by the State of Colorado during the term of this agreement.

a) Employee Insurance.

<u>Coverage</u>	<u>Minimum Amounts and Limits</u>
Worker's Compensation	\$500,000 (or as required by Colorado law)
Employer's Liability	\$1,000,000 (or as required by Colorado law)

This policy will include a waiver of subrogation in favor of the District Parties.

b) Liability Insurance.

<u>Coverage</u>	<u>Minimum Amounts and Limits</u>
Commercial General Liability (Occurrence Basis)	\$1,000,000 combined single limits per occurrence respect to each location

This policy will contain (i) an endorsement including the District Parties as "additional insureds", (ii) cross-liability and severability of interest endorsements, (iii) a waiver of subrogation in favor of the District Parties, and (iv) an aggregate per location endorsement.

c) Vehicle Insurance.

<u>Coverage</u>	<u>Minimum Amounts and Limits</u>
Business Vehicle Liability (Occurrence Basis)	\$1,000,000 combined single limits per occurrence with respect to each location

This policy will be a standard form written to cover all owned, hired and non-owned vehicles owned or operated by the Contractor Parties and contain (i) an endorsement including the District Parties as "additional insureds", (ii) cross-liability and severability of interest endorsements, (iii) a waiver of subrogation in favor of the District Parties, and (iv) an aggregate per location endorsement.

d) Umbrella Liability Insurance.

<u>Coverage</u>	<u>Minimum Amounts and Limits</u>
Bodily Injury/Property Damage (Occurrence Basis)	\$5,000,000 per occurrence \$5,000,000 aggregate

This policy will be written on an umbrella basis above the coverages described in Section 11.1 (c) above and contain (i) an endorsement including the District Parties as additional insureds, (ii) a waiver of subrogation in favor of the District Parties, and (iii) an aggregate per location endorsement.

**9.2 Policies.** All policies will be issued by carriers having ratings of Best's Insurance Guide A/VIII and/or Standard & Poor Insurance Solvency Review A-, or better, and admitted to engage in the business of insurance in the State of Colorado. All policies must be endorsed to be primary with the policies of all District Parties being excess, secondary and non-contributing. All policies shall contain provisions that state that they cannot be cancelled, non-renewed or materially modified without 30 days prior written notice by insurance carrier(s) to the District Manager.

**9.3 Evidence of Coverage.** Evidence of the insurance coverage required to be maintained by the Contractor under this section, represented by certificates of insurance issued by the insurance carrier(s), must specify the additional insured status as well as the waivers of subrogation. Such certificates of insurance will state the amounts of all deductibles and self-insured retentions and that the District Manager will be notified in writing thirty (30) days prior to cancellation, material change or non-renewal of insurance. Upon request, the Contractor will provide to the District Manager a certified copy of any or all insurance policies or endorsements required by this Agreement. The Contractor shall provide the District Manager with copies of the certificates evidencing that the District has been added as an additional insured under the various insurance policies which the Contractor is required to carry.

**X. MISCELLANEOUS:**

**10.1 Notice.** 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 following addresses, or such other address as is provided by one party to the other in accordance with this section:

Notices to the District:

Roxborough Village Metropolitan District  
c/o CliftonLarsonAllen LLP  
Attn: Anna Jones, District Manager  
8390 East Crescent Parkway, Suite 500  
Greenwood Village, CO 80111-2814

Copy to:

Folkestad Fazekas Barrick & Patoile, P.C.  
Attn: Katie James  
18 South Wilcox Street, Suite 200  
Castle Rock, CO 80104

Notices to the Contractor:  
METCO LANDSCAPE, INC.  
Attn.: Judy Mcnew  
2200 Rifle Street  
Aurora, CO 80011

**10.2 Entire Agreement.** This Agreement will constitute the entire agreement between the parties with respect to performance of the Services, and no oral statements or prior written agreements not specifically incorporated herein will be of any force or effect. The District will not be bound by any purported modification or amendment of this Agreement and will not be deemed to have waived any provision of the Agreement, unless such modification, amendment or waiver is set forth in writing and signed by the District. No waiver by the District of Contractor's compliance with provisions or conditions of the Agreement on one occasion will be deemed to be a waiver of similar or dissimilar provisions or conditions at the same or any prior or subsequent time with respect to this Agreement.

**10.3 Governing Law/Venue.** This Agreement will be governed by and construed in accordance with Colorado law, and venue for any actions brought under this Agreement will be in Douglas County, Colorado.

**10.4 Interpretation/Severability.** If any provision of this Agreement is held illegal, invalid or unenforceable under present or future applicable law, such provision will be fully severable and this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision were not a part hereof. All headings in this Agreement are for convenience of reference only, are not part of this Agreement, and no construction or inference will be derived there from. This Agreement may be executed in any number of counterparts, each of which will be deemed an original and all of which taken together will be deemed one and the same document.

**10.5 Construction.** The parties acknowledge that each party has reviewed this Agreement and had an opportunity to have legal counsel review this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

**10.6 Authority.** Each of the parties represents to the other that such party has full power and authority to execute, deliver, and perform this Agreement; that the individuals executing this Agreement on behalf of said party are fully empowered and authorized by all requisite action to do so; that this Agreement constitutes a valid and legally binding obligation of such party enforceable against such party in accordance with its terms; that such execution, delivery, and performance will not contravene any legal or contractual restriction binding upon such party; and that there is no legal action, proceeding, or investigation of any kind now pending or to the knowledge of such parties threatened against or affecting such party or the execution, delivery, or performance of this Agreement.



**10.7 Successors and Assigns.** This Agreement will inure to the benefit of, and be binding upon, the Contractor, the District and their respective legal representatives, successors and permitted assigns. The Contractor may not assign or delegate the benefits and/or obligations under this Agreement without a prior written consent of the District; provided, however, the Contractor may subcontract certain tasks included in the Services as deemed appropriate by the Contractor. Notwithstanding the foregoing, consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Service Contractor or in connection with assignment to an affiliate or pursuant to the merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization. Notice of any permitted assignment shall be given by Contractor to the District within 7 days of such Assignment.

IN WITNESS WHEREOF, the parties have hereunto entered this Agreement on the date first written above. **CONTRACTOR:**

METCO LANDSCAPE, INC. a Colorado corporation

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

**DISTRICT:**

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

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

ATTEST:

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

**EXHIBIT A**

*SNOW REMOVAL AREAS MAP*

**EXHIBIT B***SNOW REMOVAL RATES*

<b>Service or Equipment Item</b>	<b>Billing Unit</b>	<b>Non-holiday Weekday Rate (includes weekends)</b>	<b>Holiday Rate** 1.5X</b>
4x4 Pick-Up with 7.5 Foot Plow	Per hour	\$120.00	\$180.00
Stakebody with Plow	Per hour		
Tandem with Plow	Per hour		
Dump Truck - 15 yard	Per hour	\$200.00	\$300.00
Sand Truck	Per hour		
Backhoe	Per hour		
Loader	Per hour		
ATV/Tool Cat with blade	Per hour	\$90.00	\$135.00
Skid Steer with Pusher/plow	Per hour	\$165.00	\$247.50
Skid Steer with Bucket	Per hour	\$165.00	\$247.50
Front End Loader (2-hr minimum)	Per hour	\$275.00	\$412.50
Front End Loader with Pusher/Box (2-hr minimum)	Per hour	\$275.00	\$412.50
Snow Blower	Per hour	\$75.00	\$112.50
Supervisor	Per hour		
Laborer/Shoveling	Per hour	\$60.00	\$90.00
Ice Slicer (plus \$135.00 per hour for application)	\$250.00 Per Ton	\$135.00	\$202.50
Ice Melt (plus \$65.00 per hour for application)	\$.85 Per lb	\$65.00	\$97.50
Liquid Magnesium	Per gallon		
Standby Rate, Ice Watch Rate	Per hour		
Obstacle Identification service plus \$3.50 per stake	Per hour	\$75.00	\$112.50

- 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.

<b>Service or Equipment Item</b>	<b>Billing Unit</b>	<b>Non-holiday Weekday Rate (includes weekends)</b>	<b>Holiday Rate** 1.5X</b>
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 2020-11-\_\_\_**  
**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 17<sup>th</sup> 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*

<b>Service or Equipment Item</b>	<b>Billing Unit</b>	<b>Non-holiday Weekday Rate (includes weekends)</b>	<b>Holiday Rate** 1.5X</b>
4x4 Pick-Up with 7.5 Foot Plow	Per hour	\$105.00	\$157.50
Stakebody with Plow	Per hour		
Tandem with Plow	Per hour		
Dump Truck - 10 yard	Per hour	\$180.00	\$270.00
Sand Truck	Per hour		
Backhoe	Per hour		
Loader	Per hour	\$185.00	\$277.50
ATV/Tool Cat with blade	Per hour	\$80.00	\$120.00
Skidsteer with Pusher/plow	Per hour	\$155.00	\$232.50
Front End Loader with Pusher/Box	Per hour	\$250.00	\$375.00
Snow Blower	Per hour	\$65.00	\$97.50
Supervisor	Per hour		
Laborer/Shoveling	Per hour	\$55.00	\$82.50
Ice Slicer (plus \$105.00 per hour for application)	\$230.00 Per Ton	\$105.00	\$157.50
Ice Melt (plus \$55.00 per hour for application)	\$.80 Per lbs	\$55.00	\$82.50
Liquid Magnesium	Per gallon		
Standby Rate, Ice Watch Rate	Per hour		
Obstacle Identification service plus \$2.50 per stake	Per hour	\$55.00	\$82.50

- 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.

**EXHIBIT C*****EMERGENCY SNOW REMOVAL RATES***

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

<b>Service or Equipment Item</b>	<b>Billing Unit</b>	<b>Non-holiday Weekday Rate (includes weekends)</b>	<b>Holiday Rate** 1.5X</b>
Mobilization time, portal to portal	Per hour	\$260.00	\$390.00
Fueling Heavy Equipment	Per hour	\$75.00	\$112.50
Rented Skid Steer	Per hour	\$195.00	\$292.50
Rented Front End Loader - 3 yard	Per hour	\$250.00	\$375.00
Rented Dump Truck – 10 yard	Per hour	\$190.00	\$285.00

- 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.





## Exhibit "A"

### 2019 – 2020 Snow Removal Rates

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\$105.00	Per hour, pick-up truck with 7.5-foot plow.
\$55.00	Per hour, per laborer, hand shoveling.
\$65.00	Per hour, snow blower.
\$80.00	Per hour, ATV w/blade.
\$155.00	Per hour, Skid Steer with pusher/plow.
\$250.00	Per hour, front end loader with pusher/box.
\$180.00	Per hour, dump truck 10 yard.
\$0.80	Per pound, ice melt plus \$55.00 per hour application
\$230.00	Per ton, Ice Slicer plus \$105.00 per hour application.

**Additional services if requested by client:**

Obstacle identification service \$2.50 per stake, plus hourly rate for hand shoveler/labor \$55.00.

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- 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 the hourly services for each visit.
- Snow removal on Thanksgiving Day, Christmas Day, New Year's Day and Easter will be charged at 1.5 times the normal rates.



## Exhibit "A"

### 2020-21 Snow Removal Rates

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\$120.00	per hour, Pick-Up Truck with 7.5 Foot Plow
\$60.00	per hour, per laborer, Hand Shoveling
\$75.00	per hour, Snow Blower
\$90.00	per hour, ATV w/Blade
\$165.00	per hour, Skid Steer with Bucket
\$165.00	per hour, Skid Steer with Pusher/Plow
\$275.00	per hour, Front-End Loader (2-hr minimum)
\$275.00	per hour, Front-End Loader with Pusher/Box (2-hr minimum)
\$200.00	per hour, Dump Truck 15-yard
\$0.85	per pound, Ice Melt plus \$65.00 per hour application
\$250.00	per ton, Ice Slicer plus \$135.00 per hour application

**Additional services if requested by client:**

\$75.00	per hour, obstacle identification service plus \$3.50 per stake
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- One hour minimum charge per service and job site.
- Mobilization costs, portal to portal, will be included in the hourly services for each visit.
- Snow removal on Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day and Easter will be charged at 1.5 times the normal rates.



## Exhibit “B”

### 2020–21 Snow Removal Emergency Equipment Rates

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

\$260.00	per hour, Mobilization Time, Portal-to-Portal.
\$75.00	per hour, Fueling heavy equipment as necessary.
\$150.00	per hour, Pick-Up Truck with 7.5 Foot Plow
\$75.00	per hour/per laborer, Hand Shoveling
\$94.00	per hour, Snow Blower
\$115.00	per hour, ATV w/Blade
\$210.00	per hour, Skid Steer with Bucket
\$210.00	per hour, Skid Steer with Pusher/Plow
\$345.00	per hour, Front-End Loader (2-hr minimum)
\$345.00	per hour, Front-End Loader with Pusher/Box
\$250.00	per hour, Dump Truck 15-yard
\$1.50	per pound, Ice Melt plus \$65.00 per hour application
\$250.00	per ton, Ice Slicer plus \$315.00 per hour application

**Additional services if requested by client**

\$95.00	per hour, Obstacle Identification Service plus \$5.00 per Stake
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- 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.

## Memorandum

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

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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](mailto: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.

Kathryn T. James  
%Folkestad Fazekas  
18 South Wilcox ST Suite 200  
Castle Rock, CO 80104-1909

November 6, 2020

RE: Encroachment into a District owned open space parcel adjacent to Imperial Homes at Roxborough Village Filing 2.

I am in receipt of your letters of August 12, 2020 and October 19, 2020, where you state that I did not remove the 'patio improvements' as requested. This is false.

What one is referring to as a 'Sunset Patio' was a wood picnic table. This is clear in the photo you provided and for a wood table to be an encroachment is a narrow, albeit correct interpretation. The table did not obstruct snow removal or grass mowing as that is not done on the parcel cited. It could not have been a public safety hazard. It is unfortunate that the Roxborough Village Metropolitan District is upset by a wood table that was enjoyed by neighbors and passersby but has shown no concern for litter removal or fire mitigation.

The wood picnic table was put in place by a former neighbor approximately seven years ago. The placement offered the best view to the EAST and I did not object. The ground was not disturbed in any way. For seven years there was no objection from the District or residents. In fact, the table and hogback to the West has been the backdrop for many family and group photos. Now however, the District has decided to threaten litigation for the intrusion onto their property.

The same is true for the trail construction. Annually at best, a lawnmower was used and no permanent damage was ever done.

In summary, the Sunset Patio (wood picnic table) has been removed and is no longer a hazard or an encroachment onto District property. Likewise the 'trail' has been raked and at your direction ceased to be used. Soon with water and time it will revert to weed and cacti.

Hopefully, this will close the matter. I do request that you forward my response to Anna Jones, District Manager.

Respectfully,



Joe B Brown