141 Union Boulevard, Suite 150 Lakewood, Colorado 80228-1898 Tel: 303-987-0835 • 800-741-3254 Fax: 303-987-2032 https://www.roxboroughmetrodistrict.org/

#### NOTICE OF SPECIAL MEETING AND AGENDA

Board of Directors: Mark Rubic Debra Prysby Ephram Glass Travis Jensen Brendan Coupe Office: President Vice President Treasurer Secretary Assistant Secretary

Term/Expires: 2025/May 2025 2027/May 2027 2027/May 2027 2025/May 2025 2025/May 2025

DATE: September 10, 2024 TIME: 6:00 p.m. LOCATION: Roxborough Intermediate School 7370 Village Cir E, Littleton, CO 80125

> Google Meet joining info Video call link: <u>https://meet.google.com/cgt-auat-psa</u> Or dial: (US) +1 802-478-0945 PIN: 395 372 016# More phone numbers: <u>https://tel.meet/cgt-auat-psa?pin=4483514439101</u>

\* Agenda is preliminary and subject to change by majority vote of the Board at the meeting. \* Individuals requiring special accommodation to attend and/or participate in the meeting please advise the District Manager (pripko@sdmsi.com or 303-987-0835) of their specific need(s) before the meeting.

#### I. ADMINISTRATIVE MATTERS

A. Disclosure of Potential Conflicts of Interest.

B. Additions/Deletions/Approval of Agenda.

#### II. PUBLIC COMMENTS/HOMEOWNER REQUESTS

A. Members of the public may express their views to the Board on matters that affect the District. Comments will be limited to three (3) minutes. Please sign in. Questions may be asked of the Board but will not be answered at this time. Please refer to the Meeting Code of Conduct for additional guidelines: <u>https://www.roxboroughmetrodistrict.org/2022-meetings</u>

#### III. BOARD DISCUSSION MATTERS

- A. Begin discussions on the 2025 District Budget. Identify significant due dates and planning meeting dates. Identify needed improvements, repairs, maintenance, capital improvements/replacements. Items may include discussions on additional ADA accessibility improvements, playground improvements, repairs, replacements, park amenities such as benches, tables, shade structures, status of volleyball court, landscaping improvements, vendor renewal, etc. Discuss possibility of a District tax credit.
- B. Update on the status of the publication for proposals for the various concrete/asphalt replacement projects.
- C. Update on the HOA cost allocation for maintenance services letters sent to the affected HOA's. (enclosures)
- D. Discuss and review playground equipment replacement for the proposed Community Park playground site and discuss next actions needed. (enclosure)
- E. Discuss District signage and review signage language, design and placement. (enclosures)
- F. Discuss re-scheduling dates for the Board-Only meetings in order to use the library space.
- G. Discuss the need to do a District-wide landscape walk and review and identify potential dates and logistics.

- H. Discuss mapping outstanding maintenance items for CDI and setting a deadline for completion.
- I. Updates on the following items:
  - 1. Chatfield Farms planter project;
  - 2. Proposed maintenance agreement with Douglas County for medians and roadsides;
  - 3. Information or proposal(s) for repairs/maintenance of playground equipment throughout the District;
  - 4. Chatfield Farms Playground Spinner Equipment;
  - 5. Turf replacement (xeriscape) project;
  - 6. Soccer field swale project;
  - 7. Replacement of Community Park bathroom air fresheners;
  - 8. Broken electric line under N Rampart Range Road repair project;
  - 9. Replacement of the failed sewage pump at the Community Park bathrooms by EOne;
  - 10. Additional information received from Legal and SDMS dealing with estimates of the costs to set up the administrative framework in order to have District employees; and
  - 11. Website improvements information/costs for reservations, payments as well as other questions/requests.
- J. Assignment of a new lead for the development of a "brochure" of picnic tables and benches so the board can discuss a design aesthetic for future replacements.
- K. Discuss updates on newsletter topics to be sent out to the community regarding items that are completed, in progress, or soon to be initiated and survey to gather suggestions from the community on what they'd like to see the District do or improve.
- L. Review draft survey page for the initial survey to gather community feedback.

- M. Environmental Committee Update.
- N. Review lists of current approved and requested community permits, if any. (Sports Field Use, Park Areas & Gazebo, Food Truck Vendors, etc.) and/or any new resident inquiries or correspondence.

#### IV. OTHER MATTERS

#### V. PUBLIC COMMENTS/HOMEOWNER REQUESTS

VI. ADJOURNMENT

#### <u>THE NEXT REGULAR MEETING IS SCHEDULED FOR SEPTEMBER 18,</u> 2024.

Deuterent Mater District																			
Roxborough Metro District																			
Mil Levy Projections																			
Current Mil Levy	12.087																		
Max Property Tax YOY Growth	5.5%					Current Budget													
Property Tax Revenue Forecast																			
Budget Year		2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	
Property Value Change YOY			6%	-3%	33%	1%	2%	-1%	19%	-4%	12%	0%	12%	0%	11%	0%	0%	0%	
Assessed Valuation amt, for Budgeting		\$78,477,390	\$83,151,650	\$81.016.570	\$107.954.410	\$108.595.370	\$110.832.667	\$109.235.845	\$130.278.301	\$125,580,166	\$140.525.486	\$140.525.486	\$156.939.787	\$156,939,787	\$174,968,692	\$174,968,692	\$174,968,692	\$174,968,692	
Estimated Tax Revenue		\$948.556	\$1.005.054	\$979.247	\$1.304.845	\$1.312.592	\$1,339,634	\$1.320.334	\$1.574.674	\$1.517.887	\$1,698,532	\$1,698,532	\$1,896,931	\$1.896.931	\$2.114.847	\$2.114.847	\$2,114,847	\$2,114,847	
Chatfield Farms Estimated Tax Revenue		\$265,361	\$259,861	\$357,437	\$375,309	\$399,942	\$401,436	\$368,486	\$407,431	\$398,444	\$398,444	\$398,444	\$398,444	\$398,444	\$398,444	\$398,444	\$398,444	\$398,444	
Reassessment Base				\$1,984,301		\$2,617,437		\$2,659,968		\$3,092,561		\$3,397,063		\$3,793,862		\$4,229,693		\$4,229,693	
Growth in reassessment cycle 10.5% - 2 year Reassessment Cycle Limit						32% \$208,352		2% \$274,831		16% \$511,597		10% \$403,722		12% \$455,912		11% \$457,468		0% \$465,755	
Over   (Under) 10.5% - 2 year Reassessment Cycle	^	legative amounts can	be carried forward			\$424,784		-\$232,300		-\$79,003		-\$99,221		-\$59,113		-\$21,638		-\$465,755	
Assessment Value																			
Assessment Year		2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
Budget Year		2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
Commercial		\$6,198,380	\$6,531,760	\$6,531,760	\$7,414,770		\$10,085,972	\$10,085,967	\$9,489,485	\$9,489,485	\$9,963,960	\$9,963,960	\$10,462,158	\$10,462,158	\$10,985,265	\$10,985,265	\$10,985,265	\$10,985,265	\$10,985,265
Natural Resources		\$60	\$60	\$60	\$60		\$60	\$60	\$60	\$60	\$60	\$60	\$60	\$60	\$60	\$60	\$60	\$60	\$60
Residential		\$71,661,000	\$75,902,960	\$73,815,710	\$97,334,130	\$97,458,630	\$98,187,516	\$96,590,791	\$118,275,642	\$113,577,507	\$128,011,831	\$128,011,831	\$143,889,587	\$143,889,587	\$161,355,118	\$161,355,118	\$161,355,118	\$161,355,118	\$161,355,118
State Assessed		\$4,300	\$16,100	\$12,900	\$12,200	\$1,691,200	\$1,782,789	\$1,782,682	\$1,782,682	\$1,782,682	\$1,782,682	\$1,782,682	\$1,782,682	\$1,782,682	\$1,782,682	\$1,782,682	\$1,782,682	\$1,782,682	\$1,782,682
Vacant Land		\$613,650	\$700,770	\$656,140	\$833,630	\$675,070	\$776,331	\$776,344	\$730,432	\$730,432	\$766,953	\$766,953	\$805,301	\$805,301	\$845,566	\$845,566	\$845,566	\$845,566	\$845,566
All Other PP					\$2,359,620														
Assessed Value		\$78,477,390	\$83,151,650	\$81,016,570	\$107,954,410		\$110,832,667	\$109,235,845	\$130,278,301	\$125,580,166	\$140,525,486	\$140,525,486	\$156,939,787	\$156,939,787	\$174,968,692	\$174,968,692	\$174,968,692	\$174,968,692	\$174,968,692
Overall % Change in value			6%	-3%	33%	1%	2%	-1%	19%	-4%	12%	0%	12%	0%	11%	0%	0%	0%	0%
Chatfield Farms Subdivision	\$21,954,250	\$21,499,200	\$29,572,060 38%	\$31,050,663	\$33,088,578	\$33,212,205	\$30,486,105	\$33,708,214	\$32,964,651	\$32,964,651	\$32,964,651	\$32,964,651	\$32,964,651	\$32,964,651	\$32,964,651	\$32,964,651	\$32,964,651	\$32,964,651	
Assessment Rate		12.75	3876	075	776	075	10%	1175	1270	0/5	0%	0/6	0%	075	0%	0%	0%	076	
Assessment Nate							Rates change if the Act												
Residential Property		6.800%	6.765%	6.765%	6.6750%	6.700%	increased more th 6.150%	6.800%	6.650%	6.650%	6.650%	6.650%	6.650%	6.650%	6.650%	6.650%	6.650%	6.650%	
All Other Property		29%	29.00%	29.00%	0.0/30%	6.700%	6.150%	6.000%	0.030%	6.030%	0.030%	6.030%	0.030%	6.030%	6.630%	0.030%	6.630%	0.000%	
Commercial		23%	29.00%	29.00%	27.85%	27.90%	27.90%	25.00%	25.00%	25.00%	25.00%	25.00%	25.00%	25.00%	25.00%	25.00%	25.00%	25.00%	
					27.85%														
Natural Resources State Assessed					27.85%	29.41% 27.90%	29.41% 27.90%	29.41% 25.00%	29.41% 25.00%	29.41%	29.41% 25.00%	29.41%	29.41% 25.00%	29.41% 25.00%	29.41% 25.00%	29.41% 25.00%	29.41% 25.00%	29.41%	
					27.85%	27.90%	27.90%	25.00%	25.00%	25.00%	25.00%	25.00%	25.00%	25.00%	25.00%	25.00%		25.00%	
Vacant Land					21.00%	27.90%	21.90%	23.00%	23.00%	23.00%	23.00%	23.00%	23.00%	25.00%	23.00%	23.00%	25.00%	25.00%	
						Reductions applied by													
Abstract Assessments (Actual Value)						county													
Tax Year		2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
Commercial		\$21,373,530	\$22,523,320	\$22,523,320	\$26,576,277	\$31,435,148	\$36,150,420	\$36,150,420	\$37,957,941	\$37,957,941	\$39,855,838	\$39,855,838	\$41,848,630	\$41,848,630	\$43,941,062	\$43,941,062	\$43,941,062	\$43,941,062	\$43,941,062
Natural Resources		\$204	\$204	\$204	\$204	\$204	\$204	\$204	\$204	\$204	\$204	\$204	\$204	\$204	\$204	\$204	\$204	\$204	\$204
Residential		\$1,002,257,861	\$1,061,574,296	\$1,062,102,158	\$1,452,761,184	\$1,454,619,544	\$1,596,544,976	\$1,570,581,976	\$1,739,347,673	\$1,707,932,443	\$1,924,989,940	\$1,924,989,940	\$2,163,753,188	\$2,163,753,188	\$2,426,392,759	\$2,426,392,759	\$2,426,392,759	\$2,426,392,759	\$2,426,392,759
State Assessed		\$14,862	\$55,379	\$44,310	\$43,728	\$6,061,483	\$6,061,483	\$6,061,483	\$6,061,483	\$6,061,483	\$6,061,483	\$6,061,483	\$6,061,483	\$6,061,483	\$6,061,483	\$6,061,483	\$6,061,483	\$6,061,483	\$6,061,483
Vacant Land		\$2,115,983	\$2,416,448	\$2,262,542	\$2,987,949		\$2,782,596	\$2,782,596	\$2,921,726	\$2,921,726	\$3,067,812	\$3,067,812	\$3,221,203	\$3,221,203	\$3,382,263	\$3,382,263	\$3,382,263	\$3,382,263	\$3,382,263
Total Value		\$1,025,762,440	\$1,086,569,647	\$1,086,932,534	\$1,482,369,342		\$1,641,539,679	\$1,615,576,679	\$1,786,289,028	\$1,754,873,798	\$1,973,975,278	\$1,973,975,278	\$2,214,884,708	\$2,214,884,708	\$2,479,777,771	\$2,479,777,771		\$2,479,777,771	\$2,479,777,771
% Change in Assessed Value for Forecasting					36%	1%	10%	-2%	11%	-2%	12%	0%	12%	0%	12%	0%	0%	0%	0%
Chatfield Farms Abstract Residential Value				437,133,186	458,989,845	495,709,032	495,709,032	495,709,032	495,709,032	495,709,032	495,709,032	495,709,032	495,709,032	495,709,032	495,709,032	495,709,032	495,709,032	495,709,032	495,709,032
Chatfield Farms % Change for Forecasting					5%	8%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Change in Residential Actual Value							10%	-2%	11%	-2%	13%	0%	12%	0%	12%	0%	0%	0%	0%
Abstract Assessments % Change (Increase   Decrease i	in actual value)																		
Assessment Year			2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
Commercial			5%	0%	18%	18%	15%	0%	5%	0%	5%	0%	5%	0%	5%	0%	0%	0%	0%
Natural Resources			0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Residential			6%	0%	37%	0%	15%	0%	10%	0%	10%	0%	10%	0%	10%	0%	0%	0%	0%
State Assessed			273%	-20%	-1%	13762%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Vacant Land			14%	-6%	32%	-19%	15%	0%	5%	0%	5%	0%	5%	0%	5%	0%	0%	0%	0%
Total Value			6%	0%	36%	1%	10%	-2%	11%	-2%	12%	0%	12%	0%	12%	0%	0%	0%	0%
Historical Assessed Value & Revenue																			
	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022								
Douglas County	\$52,584,890	\$53,911,600	\$53,703,560	\$62,429,520	\$62,669,960	\$69,216,490	\$69,577,990	\$80,194,600	\$80,342,990	\$84,713,260	\$82,578,180								
Mil Levy	12.087	12.087	12.087	12.087	12.087	12.087	12.087	12.087	12.087	12.087	12.087								
Revenue	\$635,594	\$651,630	\$649,115	\$754,586	\$757,492	\$836,620	\$840,989	\$969,312	\$971,106	\$1,023,929	\$998,122								
% change in AV from prior year		3%	0%	16%	17%	10%	1%	15%	0%	5%	-3%								
Average % Change	6%																		

Avera	ge	%	Cnange	

As of Aug 2024 Metro District 4109	Ro	kborough Village Metro District					
Value Type	Re	al Actual Value	Rea Valu	l Assessed Je	Assessment %	Personal Assessed Value	Count
Commercial	\$	31,435,148	\$	8,770,410	27.9000%		41
Exempt	\$	34,918,926	\$	9,742,380	27.9000%		
Natural Resources	s	204	\$	60	29.4118%		1
Residential	s	1,454,619,544	\$	97,458,630	6.6999%		4,759
State Assessed	\$	6,061,483	\$	1,691,200	27.9008%		6
Vacant Land	\$	2,419,649	\$	675,070	27.8995%		66
Total (without Exempt)	\$	1,494,536,028	\$	108,595,370			

Reduction Calcuation by Tax Yea	ar	2	024	2	025	2	026	2	027	2	028	2	2029	2	030	20	031
Residential Property	Annual Deducation (Tax Year 2025 and After)	Count	Deduction														
Owner Occupied - Primary	\$70,000	3,700	\$203,500,000	3,709	\$259,630,000	4,080	\$285,593,000	4,488	\$314,152,300	4,937	\$345,567,530	4,937	\$345,567,530	4,937	\$345,567,530	4,937	\$345,567,530
Qualified Senior - Primary	\$153,000	525	\$28,875,000	525	\$80,325,000	525	\$80,325,000	525	\$80,325,000	525	\$80,325,000	525	\$80,325,000	525	\$80,325,000	525	\$80,325,000
Other Residential	\$70,000	300	\$16,500,000	300	\$21,000,000	300	\$21,000,000	300	\$21,000,000	300	\$21,000,000	300	\$21,000,000	300	\$21,000,000	300	\$21,000,000
Multi-Family	\$70,000	225	\$12,375,000	225	\$15,750,000	225	\$15,750,000	225	\$15,750,000	225	\$15,750,000	225	\$15,750,000	225	\$15,750,000	225	\$15,750,000
Total Reduction		4,750	\$261,250,000	4,759	\$376,705,000	5,130	\$402,668,000	5,538	\$431,227,300	5,987	\$462,642,530	5,987	\$462,642,530	5,987	462,642,530	5,987	462,642,530

Summary of Reductions by Tax Year	2023	2024	2025	2026	2027 & Forward
Owner Occupied - Primary	\$50,000	\$55,000	\$70,000	\$70,000	\$70,000
Qualified Senior - Primary	\$50,000	\$55,000	\$153,000	\$153,000	\$153,000
Other Residential	\$50,000	\$55,000	\$70,000	\$70,000	\$70,000
Multi-Family	\$50,000	\$55,000	\$70,000	\$70,000	\$70,000

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August 6, 2024

Board of Directors Roxborough Village First Homeowners' Association, Inc. Via e-mail: Angela.Christensen@kchoa.com

Re: Maintenance Services

Dear Board Members,

This letter follows the October 16, 2023 letter the District sent the Association regarding the District's maintenance of the landscape improvements and trails within Tract A of Filing No. 12A and Tracts A, B, C, and D in Filing No. 13, which are owned by the Association. The District's maintenance obligations are set forth in a January 13, 2004 License Agreement between the District and the Association. While not specifically called for in the License Agreement, the District also provides and pays for water for irrigation. It also pays for the routine maintenance of the irrigation system, and non-routine repairs of the irrigation system (collectively, "*Irrigation System Services*"). The License Agreement states the District will maintain the landscape improvements and trails "in perpetuity."

As discussed in our prior letter, the District Board is charged with ensuring public funds are used for the benefit of all the taxpayers and property within the District's boundaries. The Board also is charged with ensuring the District does not violate Article X, Section 20 of the Colorado Constitution, commonly known as the Taxpayer's Bill of Rights ("*TABOR*"). TABOR prohibits the District from entering into a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever without prior approval of the District's voters. The District did not obtain prior voter approval to enter into a contract obligating it to provide maintenance services to the Association in perpetuity without compensation. To avoid violating TABOR, the License Agreement states that if the District Board does not appropriate funds to perform its duties for the next calendar year ("*nonappropriation*"), the License Agreement terminates at the end of the current year.

The Board has not received a response to its first letter on this matter. The Association may have been delaying its response until it had a sense of what it will cost for the District to continue to provide the same services it has historically provided to the Association. The District's landscape maintenance and snow removal contractor has advised the Board that annually it will cost approximately \$3,700 to maintain the landscape improvements and trails, approximately \$300 for costs associated with the Irrigation System Services, and, approximately \$1,000 to provide snow removal services, at the level and scope that it has historically provided such services. The foregoing costs do not include the cost of the irrigation water. These estimates are for 2024. The costs for the District's services will likely change over time.

The Board is evaluating whether to conduct an election in May, 2025 to ask its voters if they want the District to continue providing free maintenance services to the Association and to the other homeowner associations for which the District also provides free maintenance services. If a majority of the voters do not want the District to continue providing free maintenance services, the Board will terminate the License Agreement through nonappropriation, effective December 31, 2025. The Board would greatly appreciate the Association advising the Board on whether its members support such an election.

To be clear, the Board has not decided whether to conduct such an election. If the Board decides not to conduct an election, it will exercise its right of nonappropriation for 2025, and the License Agreement will terminate on December 31, 2024, unless the District and the Association enter into an agreement for the Association to compensate the District to continue providing the maintenance and snow removal services, and the Irrigation

System Services.an. Absent such an agreement, the District will terminate its maintenance and snow removal services, and the Irrigation System Services, to the Association on December 31, 2024.

The Board believes that open communication would be beneficial and renews its offer to meet with the Association Board to discuss this matter.

Sincerely,

MakRel

Mark Rubic, President On behalf of the Board of Directors

141 Union Boulevard, Suite 150 Lakewood, Colorado 80228-1898 Tel: 303-987-0835 🗆 800-741-3254 Fax: 303-987-2032 https://www.roxboroughmetrodistrict.org

August 6, 2024

Board of Directors Roxborough Village Filing No. 16-A Homeowners' Association, Inc. Via E-Mail: angela.christensen@kchoa.com\_\_\_\_\_

Re: Maintenance Services

Dear Board Members,

This letter follows the October 16, 2023 letter the District sent the Association regarding the District's maintenance of the landscape improvements and trails within Tracts A-A, B, B-B-1, B-2, C, C-C, D-1, E-E, F, G, K, K2, U, V, Y and Z within Roxborough Village Filing No. 16-A, which are owned by the Association.

The District's maintenance obligations are set forth in the October 9, 2001 License Agreement, as amended effective September 9, 2008 (collectively, the "*License Agreement*"), between the District and the Association. While not specifically called for in the License Agreement, the District provides routine maintenance of the irrigation system, and non-routine repairs of the irrigation system (collectively, "*Irrigation System Services*"). The District also provides and pays for water for irrigation and noxious weed treatments in non-irrigated areas. The License Agreement states the District will maintain the landscape improvements and trails "in perpetuity."

As discussed in our prior letter, the District Board is charged with ensuring public funds are used for the benefit of all the taxpayers and property within the District's boundaries. The Board also is charged with ensuring the District does not violate Article X, Section 20 of the Colorado Constitution, commonly known as the Taxpayer's Bill of Rights ("*TABOR*"). TABOR prohibits the District from entering into a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever without prior approval of the District's voters. The District did not obtain prior voter approval to enter into a contract obligating it to provide maintenance services to the Association in perpetuity without compensation. To avoid violating TABOR, the License Agreement states that if the District Board does not appropriate funds to perform its duties for the next calendar year ("*nonappropriation*"), the License Agreement terminates at the end of the current year.

The Board has not received a response to its first letter on this matter. The Association may have been delaying its response until it had a sense of what it will cost for the District to continue to provide the same services it has historically provided to the Association. The District's landscape maintenance and snow removal contractor has advised the Board that annually it will cost approximately \$62,900 to maintain the landscape improvements and trails, approximately \$2,800 for noxious weed treatments, approximately \$7,000 for the Irrigation System Services, and, approximately \$11,000 to provide snow removal services, all at the level and scope that it has historically provided such services. The foregoing costs do not include the costs to provide irrigation water. These estimates are for 2024. The costs for the District's services will likely change over time.

The Board is evaluating whether to conduct an election in May, 2025 to ask its voters if they want the District to continue providing free maintenance services to the Association and to the other homeowner associations for which the District also provides free maintenance services. If a majority of the voters do not want the District to continue providing free maintenance services, the Board will terminate the License Agreement through nonappropriation, effective December 31, 2025. The Board would greatly appreciate the Association advising the Board on whether its members support such an election.

To be clear, the Board has not decided whether to conduct such an election. If the Board decides not to conduct an election, it will exercise its right of nonappropriation for 2025, and the License Agreement will terminate on

December 31, 2024, unless the District and the Association enter into an agreement for the Association to compensate the District to continue providing the maintenance and snow removal services, the noxious weed treatments, and the Irrigation System Services. Absent such an agreement, the District will terminate its maintenance and snow removal services, the noxious weed treatments, and the Irrigation System Services to the Association on December 31, 2024.

The Board believes that open communication would be beneficial and renews its offer to meet with the Association Board to discuss this matter.

Sincerely, MakRel

Mark Rubic, President On behalf of the Board of Directors

141 Union Boulevard, Suite 150 Lakewood, Colorado 80228-1898 Tel: 303-987-0835 □ 800-741-3254 Fax: 303-987-2032 https://www.roxboroughmetrodistrict.org

August 6, 2024

Board of Directors Roxborough Village Filing No. 14B Homeowners' Association Via E-mail: <u>Samuel.Marquez@kchoa.com</u>

Re: Maintenance Services

Dear Board Members,

This letter follows the October 16, 2023 letter the Roxborough Village Metropolitan District ("*District*") sent the Roxborough Village Filing No. 14B Homeowners' Association ("*Association*") regarding the District's provision of maintenance and snow removal services to the trails that cross Tracts B and C ("*Trails*") within Filing No. 14B that are owned by the Association. The District's maintenance obligations are set forth in a December 30, 1999 License Agreement between the District and the Association.

The Board also is concerned that the License Agreement obligates the District to resurface and/or replace the Trails. These activities are not maintenance but, rather, are significant capital expenditures for property owned by the Association and are not an appropriate use of taxpayer funds. The Association should bear those capital expenses.

As discussed in our prior letter, the District Board is charged with ensuring public funds are used for the benefit of all the taxpayers and property within the District's boundaries. The Board also is charged with ensuring the District does not violate Article X, Section 20 of the Colorado Constitution, commonly known as the Taxpayer's Bill of Rights ("*TABOR*"). TABOR prohibits the District from entering into a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever without prior approval of the District's voters. The District did not obtain prior voter approval to enter into a contract obligating it to provide maintenance services to the Association in perpetuity without compensation. To avoid violating TABOR, the License Agreement states that if the District Board does not appropriate funds to perform its duties for the next calendar year ("*nonappropriation*"), the License Agreement terminates at the end of the current year.

The District's landscape maintenance and snow removal contractor has advised the Board that annually it will cost approximately \$2,800 to maintain the trails and approximately \$700 to provide snow removal services at the level and scope that it has historically provided such services. These estimates are for 2024. The costs for the District's services will likely change over time.

The Board is evaluating whether to conduct an election in May, 2025 to ask its voters if they want the District to continue providing free maintenance services to the Association and to the other homeowner associations for which the District also provides free maintenance services. If a majority of the voters do not want the District to continue providing free maintenance services, the Board will terminate the License Agreement through nonappropriation, effective December 31, 2025. The Board would greatly appreciate the Association advising the Board on whether its members support such an election.

To be clear, the Board has not decided whether to conduct such an election. If the Board decides not to conduct an election, it will exercise its right of nonappropriation for 2025, and the License Agreement will terminate on December 31, 2024, unless the District and the Association enter into an agreement for the Association to compensate the District to continue providing the maintenance and snow removal services. Absent such an

agreement, the District will terminate its maintenance and snow removal services to the Association on December 31, 2024.

The Board believes that open communication would be beneficial and renews its offer to meet with the Association Board to discuss this matter.

Sincerely, MakRul

Mark Rubic, President On behalf of the Board of Directors of the Roxborough Village Metropolitan District

## X Dropbox Sign

Title	HOA letters
File name	Second_LetticesI.pdf and 2 others
Document ID	56681505fb5bb22a1e594e3759ef1ba5e2b10c5d
Audit trail date format	MM / DD / YYYY
Status	<ul> <li>Signed</li> </ul>

#### Document History

(C Sent	<b>08 / 06 / 2024</b> 20:16:47 UTC	Sent for signature to Mark Rubic (markrubic@roxboroughmetrodistrict.org) from pripko@sdmsi.com IP: 50.78.200.153
© VIEWED	<b>08 / 06 / 2024</b> 22:10:03 UTC	Viewed by Mark Rubic (markrubic@roxboroughmetrodistrict.org) IP: 98.43.6.243
SIGNED	<b>08 / 06 / 2024</b> 22:11:30 UTC	Signed by Mark Rubic (markrubic@roxboroughmetrodistrict.org) IP: 98.43.6.243
COMPLETED	<b>08 / 06 / 2024</b> 22:11:30 UTC	The document has been completed.

#### **COMMUNITY PARK**

Design 307 Complete \$50k-\$75k



Design 306 Complete (CSA) \$20k-\$50k



Design 401 Complete \$20k-\$50k



## **Roxborough Village Metropolitan District**

## **PARKING LOT RESTRICTIONS**

Parking lot is open from dawn to dusk.

Parking is permitted for the use of park facilities and open space.

Parking lot is to be used only for parking purposes. No other use or activity is permitted.

Vehicles, trailers, or campers may ONLY be parked in designated parking spaces.

Food Truck Vendors are permitted, provided they have a valid Districtissued Permit.

Parking of any semi or other commercial truck, except commercial Food Trucks with a valid District-issued permit, is PROHIBITED.

Dumping, or leaving any refuse, trash, litter, household or construction debris, commercial garbage or trash, brush/branches, lawn trimmings, Christmas trees, or any other physical item of any nature, is PROHIBITED.

# To report violations or accidents call 911 and provide the specific location.

The full text of the Resolution Adopting Rules and Regulations, including permitted, restricted and prohibited activities and criminal and civil penalties for violations thereof can be obtained from the District Manager at (email), (website) (QR Code)

These Rules and Regulations are enforced pursuant to the authority granted by law, including Sections 18-9-117 and 32-1 1001 of the Colorado Revised Statutes.

Parks and Open Space within Roxborough Village are for your enjoyment. Please take care of these facilities, respect other users and nearby residents, and report vandalism, improper use, or items in need of repair.

## RESERVATIONS FOR PARK AREAS, GAZEBO, OR SPORT FIELDS:

The park areas, gazebo and sport fields are available for reservation as a convenience for the District's residents. Sport Fields may also be reserved by resident and nonresident youth or adult sport teams or leagues. To reserve an area please contact the District's Manager at (email) or visit the District's website: (web address)

## **CURRENT RESERVATIONS**

## (QR CODE)

## (WEBSITE)

Park patrons are required to respect the reserved use of any reserved area.

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT RULES AND REGULATIONS FOR THE PROPERTY AND IMPROVEMENTS OWNED, MAINTAINED, AND/OR OPERATED BY ROXBOROUGH VILLAGE METROPOLITAN DISTRICT, AND ASSOCIATED PENALTIES, PURSUANT TO SECTIONS 18-9-117 AND 32-1-1001, C.R.S.

Parks and Open Space within Roxborough Village are for your enjoyment. Please take care of our facilities, respect other users and nearby residents, and report vandalism, improper use, or items in need of repair.

# SIGN/BANNER POST USE AND RESERVATIONS

The Roxborough Village Metropolitan District's sign/banner posts are available for use by local organizations and District residents. Banners may only convey a non-commercial message and promote community activities, celebrations, or events. Political or social advocacy signs are not permitted.

The District may order the immediate removal of, or remove, any banner and/or mounting which has not been approved or installed in accordance with District requirements.

To request the use of a sign/banner post, complete the required permit form. The form can be found online at (website) (QR Code) or by contacting the District's Manager at (email).

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT RULES AND REGULATIONS FOR THE PROPERTY AND IMPROVEMENTS OWNED, MAINTAINED, AND/OR OPERATED BY ROXBOROUGH VILLAGE METROPOLITAN DISTRICT, AND ASSOCIATED PENALTIES, PURSUANT TO SECTIONS 18-9-117 AND 32-1-1001, C.R.S.

Parks and Open Space within Roxborough Village are for your enjoyment. Please take care of this facility, respect other users and nearby residents, and report vandalism, improper use, or items in need of repair.

## TENNIS COURT RESTRICTIONS AND RESERVATIONS

The tennis/pickleball courts are to be used only for their intended use. All other uses are prohibited.

The courts are available for individual use on a first come basis as long as the court is not otherwise reserved. Users are requested to be respectful of others waiting to use the courts and limit their playing time to no more than one hour.

To reserve a court, please contact the District's Manager at (email) or visit the District's website: (web address)

## **CURRENT RESERVATIONS**

## (QR CODE)

## (WEBSITE)

Court patrons are required to respect the reserved use of any reserved court.

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT RULES AND REGULATIONS FOR THE PROPERTY AND IMPROVEMENTS OWNED, MAINTAINED, AND/OR OPERATED BY ROXBOROUGH VILLAGE METROPOLITAN DISTRICT, AND ASSOCIATED PENALTIES, PURSUANT TO SECTIONS 18-9-117 AND 32-1-1001, C.R.S.

Parks and Open Space within Roxborough Village are for your enjoyment. Please take care of the facilities, respect other users and nearby residents, and report vandalism, improper use, or items in need of repair.

### NOTICE OF RULES AND REGULATIONS

- Parks and Open Spaces are open daily from dawn to dusk
- Only domestic pets (dogs and cats) provided they are leashed at all times and their waste is disposed of properly in designated receptacles.
- Walking, jogging, running, or biking on designated trails only. Maximum speed for bicyclists is 15 mph and must yield to all pedestrians.
- Vehicles may be parked only at designated parking lots.
- Possession or consumption of alcohol (fermented malt beverages/vinous liquor) is permitted for personal/private use only. Any event providing alcohol must have Prior Authorization AND must: a) have all State and local licenses and permits for serving alcohol; and, b) comply with all State and local laws for alcohol possession and consumption. Alcohol is prohibited on any field or playing surface, including softball fields, soccer fields, tennis courts, basketball courts, volleyball courts, skate parks, or playground areas.

### THE FOLLOWING IS PROHIBITED IN ALL PARKS AND OPEN SPACES:

1. Enter, use, or engage in any activity on any portion of the Property/Improvements that are closed to, or prohibit, such entry, use, or activity, including seasonal closures, without Prior Authorization.

2. Allow a domestic pet to harm, kill, chase, or otherwise harass any mammal, bird, fish, reptile, or amphibian.

3. Removing, destroying, defacing, damaging, impairing, or interfering with any building, structure, facility, sign, vegetation, rock, or other natural or man-made Property/Improvements.

4. Construct, place, or maintain any kind of road, trail, structure, sign, fence, marker, enclosure, communication equipment, swing, rope, tree house, or other improvement without Prior Authorization.

5. Start or maintain a fire outside of designated areas. Start or maintain any type of fire, including an outdoor fireplace, grill, or camp stove, anywhere when a fire ban is in effect.

6. Feed, hunt, trap, catch, molest, take, harass, harm, kill, or attempt to release or relocate any mammal, bird, reptile, or amphibian, or disturb their habitat.

7. Release invasive animals, including domestic pets.

8. Plant or transplant trees, shrubs, plants, or other vegetation without Prior Authorization, or allow for the release of invasive plants or their seeds

9. Have a vicious dog as defined in Douglas County Resolution No. R- 998-100 (Control and Licensing of Dogs and Pet Animals).

10. Possess or discharge any firearm, or any other device capable of discharging a projectile by any means whatsoever, including B-B guns, pellet guns, paint ball guns, air guns, slingshots, and wrist rockets.

11. Possess or use archery equipment, including bows, longbows, crossbows, arrows, darts, and bolts.

12. Use, ignite, or discharge any fireworks or explosives.

13. Swimming, wading, or using a boat or other flotation device.

14. Engage in an activity that unreasonably endangers the health, safety, or welfare of a person or animal.

15. Interfere or attempt to interfere with law enforcement, County, or District personnel, or to give false or misleading information with the intent to mislead them in the performance of their duties.

16. Deposit, dump, or leave any refuse, trash, litter, household or construction debris, commercial garbage or trash, brush/branches, lawn trimmings, Christmas trees, or any other physical item of any nature, in, under, or upon the Property/Improvements, except that refuse, trash, debris, and litter may be deposited in refuse receptacles specifically designated for such purpose by the District.

17. Engage in disorderly conduct (Section 18-9-106(1), C.R.S.).

18. Ignite a model rocket, except for school or organized clubs that have Prior Authorization AND they comply with a) all Regulations; b) any additional conditions imposed by the District Manager; c) current Federal Aviation Administration regulations; and d) the safety guidelines of an organization such as the National Association of Rocketry. Model rocketry is prohibited during fire bans.

19. 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 an organization such as the Academy of Model Aeronautics. Further, it is prohibited to:- Fly a UAS over a person or moving vehicle, within 25 feet of a person, or over areas without a direct line of sight.- Operate a UAS in a careless or reckless manner, or in any way that may cause a nuisance to others.- Engage in any UAS operations during a fire ban.

20. Golfing or hitting golf balls.21. Any type of camping.

22. Parking a semi or other commercial truck, except commercial Food Trucks with a valid District-issued permit.

Glass containers.

24. Unauthorized amplified sound.

25. Misuse of public property.

26. Engage in a commercial concession enterprise or operation, or request a donation, except commercial Food Trucks with a valid District-issued permit. This provision does not prohibit a club or a non-profit or charitable organization from using the Property/Improvements for not-for-profit activities, provided that the District has issued the club or a non-profit or charitable organization a permit to engage in such activities and the permit holder complies with these Regulations, and all state and local laws.

27. Violation of any federal, state, or local law, statute, ordinance, resolution, regulation, rule, or code that is in any manner related to the Property/Improvements.

#### To report violations or accidents call 911 and provide the specific location.

The full text of the Resolution Adopting Rules and Regulations, including permitted, restricted and prohibited activities and criminal and civil penalties for violations thereof can be obtained from the District Manager at (email), (website) (QR Code)

These Rules and Regulations are enforced pursuant to the authority granted by law, including Sections 18-9-117 and 32-1 1001 of the Colorado Revised Statutes. Roxborough Village Metropolitan District RESTRICTIONS

# UNAUTHORIZED VEHICLES ARE PROHIBITED \*\*\*

# PETS MUST BE KEPT ON A LEASH AT ALL TIMES

All Pet waste must be disposed of properly in designated receptacles.

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT RULES AND REGULATIONS FOR THE PROPERTY AND IMPROVEMENTS OWNED, MAINTAINED, AND/OR OPERATED BY ROXBOROUGH VILLAGE METROPOLITAN DISTRICT, AND ASSOCIATED PENALTIES, PURSUANT TO SECTIONS 18-9-117 AND 32-1-1001, C.R.S.

## **Tennis/Pickleball Court Rules and Regulations**

For your safety and enjoyment of Roxborough Metro District's tennis courts, please observe the following court rules:

Courts are available from dawn to dusk.

Food, glass or alcoholic beverages are prohibited.

Be courteous to fellow players – please no profanity or abusive behavior/language.

Courts are for tennis and pickleball only. Skateboards, roller skates, bicycles, scooters, hockey, soccer, volleyball, dogs, etc., are prohibited.

Private tennis lessons, coaching, or similar services for pay are prohibited.

Please wear only soft sided shoes that do not mark the court surface.

Court modifications, including snow removal, are prohibited without prior authorization.

When others are waiting, please limit play to one hour.

Thank you for complying with these rules.

To report maintenance and safety issues, please contact

**Roxborough Metro District – (email/phone number)** 

Roxborough Village Metropolitan District RESTRICTIONS

# STAY OUT SWIMMING, WADING, ICE SKATING, OR USING A BOAT OR OTHER FLOATATION DEVICE IS PROHIBITED

# FISHING IS PERMITTED

WITH A VALID PERMIT ISSUED ANNUALLY BY THE DISTRICT MANAGER AND ANY OTHER PERMITS REQUIRED BY STATE OR LOCAL LAW.

Please be sure all trash and waste are disposed of properly in designated receptacles

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT RULES AND REGULATIONS FOR THE PROPERTY AND IMPROVEMENTS OWNED, MAINTAINED, AND/OR OPERATED BY ROXBOROUGH VILLAGE METROPOLITAN DISTRICT, AND ASSOCIATED PENALTIES, PURSUANT TO SECTIONS 18-9-117 AND 32-1-1001, C.R.S.

## Roxborough Village Metro District Improvement Feedback Survey

We are dedicated to improving our Metropolitan District to better serve you. Please provide us with your feedback on how we can make positive changes in our community. We value your input and want to make our District a better place to live. Please take a few minutes to answer these questions. Your responses are confidential.

How would you rate your overall satisfaction with the services and facilities provided by Roxborough Village Metropolitan District?

What specific improvements or changes would you suggest for the Metro District? (Please provide detailed suggestions or ideas).

Are there any new programs, services, or facilities you would like the Metro District to introduce? (Please describe any new ideas or suggestions).

#### \_\_\_\_

Name

Email

Phone \*

Address 🔹

#### I would like to get notifications of major events and future surveys.

