

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
SPECIAL BOARD MEETING AGENDA

Board of Directors:

| | |
|-------------------------------------|-----------------------|
| Calvin Brown, President | Term Expires May 2020 |
| Debra Prysby, Vice President | Term Expires May 2022 |
| Ron Bendall, Secretary/Treasurer | Term Expires May 2020 |
| Steven Sherman, Assistant Secretary | Term Expires May 2022 |
| Edward Wagner, Assistant Secretary | Term Expires May 2022 |

Date: **November 13, 2018 (Tuesday)**

Time: **6:30 p.m.**

Place: **CliftonLarsonAllen LLP**
8390 E. Crescent Parkway, Suite 300
Greenwood Village, CO 80111
Call in Information: Dial 844-286-0635 Code 391046547

1. CALL TO ORDER
2. DECLARATION OF QUORUM/DIRECTOR QUALIFICATIONS/DISCLOSURE MATTERS
3. APPROVE AGENDA
4. 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.

CONSENT AGENDA

(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 16, 2018 Regular Meeting Minutes (enclosed)

DISCUSSION AGENDA

5. DIRECTOR ITEMS
 - A. Discuss Reassignment of Newsletter Responsibilities
 - B. Other
6. MANAGER MATTERS
 - A. Discuss and Consider Approval of Master Plan RFP (enclosed)

- B. Discuss and Consider Approval of Contract for Logo Design (enclosed)
- C. Update on Geolens
- D. Other

7. FINANCIAL MATTERS

- A. Review and Accept Financial Statements, Cash Position and Property Tax Schedule (enclosed)
- B. Review and Consider Approval of Current Claims, Approve Transfer of Funds, and Ratify Payment of Autopay Claims and Ratify Approval of Previous Claims (enclosed)
- C. Conduct Public Hearing to Consider Adoption of 2019 Budget; Appropriate Sums of Money and Set Mill Levy; Consider Approval of Resolution No. 2018-11-02, Resolution to Adopt 2019 Budget, Resolution No. 2018-11-03 Resolution to Appropriate Sums of Money, and Resolution No. 2018-11-04 Resolution to Set Mill Levy (enclosed)
- D. Review and Consider Approval of Resolution No. 2018-11-05, 2018 Audit Engagement Letter with Stratagem (enclosed)
- E. Other

8. LANDSCAPE MAINTENANCE

- A. Metco Landscape Report – Bill Barr (enclosed)
- B. Review and Consider Approval of Proposals:
 - 1. Proposal for Replacement Trash Cans at Doggie Stations - \$3,710 (enclosed)
- C. Other (enclosed)

9. LEGAL MATTERS

- A. Review and Consider Approval of Resolution No. 2018-11-01, 2019 Annual Administrative Matters Resolution (enclosed)
- B. Review and Consider Approval of Resolution No. 2018-11-06 Engagement Letter with Folkestad Fazekas Barrick & Patoile, P.C. for 2019 Legal Services (enclosed)
- C. Review and Consider Approval of Resolution No. 2018-11-07, Approving Renewal of Foothills Intergovernmental Agreement for Roxborough Village Metropolitan District Resident Use of Foothills Recreation Amenities for 2019 (enclosed)
- D. Review and Consider Approval of Resolution No. 2018-11-08 Approving Renewal of Management Services with CliftonLarsonAllen LLP (enclosed)
- E. Review and Consider Approval of Resolution No. 2018-11-09 Approving Renewal of Accounting Services with CliftonLarsonAllen LLP (enclosed)
- F. Review and Consider Approval of Resolution No. 2018-11-10, Approving Board Member Attendance Policy (enclosed)
- G. Review and Consider Resolution No. 2018-11-11 Approving the 2019 Landscape Maintenance Services Agreement with Metco Landscape, LLC (to be distributed)

Roxborough Village Metropolitan District

Agenda – November 13, 2018

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- H. Review and Consider Resolution No. 2018-11-12 Approving the 2019 Snow Removal Services Agreement with Metco Landscape, LLC (to be distributed)
- I. Update on Denver Water Release into Little Willow Creek (enclosed)
- J. 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
- K. Update on Mulhern MRE Services
- L. Update on 14B Parcel Ownership
- M. Update on Chatfield Farms Meters and Billing
- N. Update on Sterling Ranch Referral
- O. Other

10. ENGINEERING MATTERS

- A. 7 Acres Pond Update
- B. Discuss Aquatic Management at the Pond
- C. Discuss 6" Main Line Repair
- D. Discuss Status of Striping
- E. Other (enclosed)

11. OTHER BUSINESS

- A. Discuss Possible Cancellation of December 18th Regular Board Meeting

12. ADJOURNMENT

NEXT SCHEDULED BOARD MEETING

**Tuesday, December 18 at 6:30 p.m. at
West Metro Fire Station 15
6220 N. Roxborough Park Road
Littleton, CO 80125**

REGULAR MEETING SCHEDULE

**Tuesday, January 15, 2019
Tuesday, February 19, 2019
Tuesday, March 19, 2019
Tuesday, April 16, 2019
Tuesday, May 21, 2019
Tuesday, June 18, 2019
Tuesday, July 16, 2019
Tuesday, August 20, 2019
Tuesday, September 17, 2019
Tuesday, October 15, 2019
Tuesday, November 19, 2019
Tuesday, December 17, 2019**

RECORD OF PROCEEDINGS

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

HELD

Tuesday, October 16, 2018

A regular meeting of the Board of Directors of the Roxborough Village Metropolitan District (referred to hereafter as the "Board") was convened on Tuesday, October 16, 2018 at 6:30 p.m., at West Metro Fire Station 15, 6220 N. Roxborough Park Road, Littleton, CO 80125. The meeting was open to the public.

ATTENDANCE

In Attendance were Directors:

Calvin Brown
Debra Prysby
Steve Sherman
Edward Wagner
Ron Bendall

Also in Attendance were:

Katie James, Esq.; Folkestad Fazekas Barrick & Patoile, P.C.
Scott Barnett; Mulhern MRE Inc.
Bill Barr; Metco Landscaping
Anna Jones and Patrick Shannon; CliftonLarsonAllen LLP
Bob Clinard; Resident
Kamala Vandervolk; resident

CALL TO ORDER

The meeting was called to order at 6:30 p.m. by Director Brown.

DECLARATION OF QUORUM/DIRECTOR QUALIFICATIONS/ DISCLOSURE MATTERS

Director Brown declared a quorum was present, all directors are qualified.

APPROVE AGENDA

Upon a motion duly made by Director Prysby, seconded by Director Brown, and upon vote unanimously carried, the Board approved the agenda, as amended, to include the Foothills IGA under Legal Items.

RECORD OF PROCEEDINGS

PUBLIC COMMENT and/or GUESTS

Director Prysby asked Mr. Clinard if he noticed any dead branches on Village Circle West. Mr. Clinard stated that he had. Mr. Clinard noted that the tree across from Imperial Park has not yet been removed.

CONSENT AGENDA

- A. Consider Approval of the September 18, 2018 Regular Meeting Minutes
- B. Update on Foothills Park and Recreation use Numbers Break Out

Upon a motion duly made by Director Prysby, seconded by Director Bendall, and upon vote unanimously carried, the Board approved the Consent Agenda and requested that the Foothills Park and Rec Center attendance numbers be provided quarterly in the future, rather than monthly as they are now.

DISCUSSION AGENDA

DIRECTOR ITEMS

- A. Other

Director Brown noted that the fireworks display occurred on September 22, 2018. He also noted that there was an issue with the security company not showing up. Director Brown noted that the golf carts would have been useful to move equipment and help put out spot fires faster. Director Prysby noted that she has received mixed comments. Some residents wanted more advertising as they didn't know that they were going to happen and the fireworks display woke them up.

FINANCIAL MATTERS

- A. Review and Accept Cash Position and Property Tax Schedule

Ms. Jones presented the cash position and property tax schedule to the Board. After review, upon a motion duly made by Director Sherman, seconded by Director Bendall, and upon vote unanimously carried, the Board accepted the Cash Position and Property Tax Schedule.

- B. Review and Consider Approval of Current Claims, Approve Transfer of Funds, and Ratify Payment of Autopay Claims and Ratify Approval of Previous Claims

Ms. Jones reviewed the claims with the Board. After review and discussion, upon a motion duly made by Director Prysby, seconded by Director Sherman, and upon a vote unanimously carried, the Board approved the current claims including ACH

RECORD OF PROCEEDINGS

payments in the total amount of \$13,972.90, which included the removal of the check to Director Brown in the amount of \$409.60, (Director Brown's check will be reissued.) the transfer of funds and approved Director fees.

C. Discuss Community Action Plan RFP

Ms. Jones presented the Community Action Plan. The Board asked if there are any grant implications with not naming the document a "Master Plan." Ms. Jones will research and report back. Director Sherman suggested specifying the incorporation of detailed graphics in the action plan. Director Sherman suggested specifying that the Board will work with the consultant to solidify the scope.

Ms. Jones discussed the timeline for issuing the RFP and hiring the consultant. Management will review the proposals and create a short list to bring back to the Board to determine which ones they would like to interview. Ms. Jones noted they would like to have the interviews in December and begin the contract in January 2019. There was discussion regarding timing related to potential restrictions of bond and bankruptcy documents. Director Prysby suggested finding a place in the community to hold a meeting for the interviews, perhaps the primary or intermediate school. Prior to sending out the RFP, the timing of potential financing options will need to be determined and the Board asked Ms. James to review the condition of the Bankruptcy Plan in regard to the same. CLA will revise the RFP as suggested by the Board and revisit this at the next meeting. Discussion ensued regarding potential firms to send the RFP to.

D. Discuss 2019 Budget Process

1. November 13th Meeting – Pubic Hearing to Approve 2019 Budget
2. December 15th – Certify Mill Levy

Ms. Jones reviewed the draft budget with the Board, noting that funds for the action plan are budgeted in the Capital Fund.

Discussion ensued regarding the \$200,000 budgeted for irrigation repairs in the Capital Fund. Director Sherman asked that a master map be produced showing where breaks have occurred to determine where the biggest issues are. There was discussion to determine a plan to fix the irrigation system. Mr.

RECORD OF PROCEEDINGS

Barnett will look into the date/maps that are currently available and provide recommendations moving forward.

Director Wagner asked about tree maintenance and tree spraying line items. Management will work with accounting to combine those two line items.

Director Prysby suggested that funds be added to the softball field maintenance in the amount of \$10,000.

Director Prysby suggested adding funds to create better emergency access to the parks and trails, clean up the open space drainage to remove potential fire hazards in the amount of \$25,000.

LANDSCAPE MAINTENANCE

A. Metco Landscape Report

Mr. Barr reviewed the monthly Landscape Report with the Board.

B. Review and Consider Approval of Proposals:

1. Proposal for Doggie Stations - \$1,850

Mr. Barr presented the proposal to order and install new doggie stations. Director Wagner noted that the dog station lid on Stable Lane in Chatfield West won't close. Director Wagner also reported that the stations by the bridge are overflowing. Mr. Barr will address this with his crew. Upon a motion duly made by Director Sherman, seconded by Director Wagner, and upon vote unanimously carried, the Board approved the proposal for doggie stations in the amount of \$1,850.

The Board discussed the need to fix the broken station on Stable Lane. Upon a motion duly made by Director Prysby, seconded by Director Sherman, and upon vote unanimously carried, the Board authorized Metco to fix the broken doggie station for an amount not to exceed \$1,000.

C. Discuss Adding Area Near the East Side of Verandah Court for Snow Removal

Mr. Barr stated that this would not be much of an expense to plow this area.

RECORD OF PROCEEDINGS

D. Discuss Bailey Tree Trimming at 7681 Halleys Drive

Ms. Jones reported that Douglas County is trimming the tree at 7681 Halleys Drive.

E. Other

Mr. Barr noted that there was a monthly bill that hadn't been received for June and therefore didn't get to CLA. This was another bill for perennials planting. Mr. Barr with work with CLA to sort this out.

LEGAL MATTERS

A. Review Draft Board Member Attendance Policy

Ms. James provided an overview of the draft policy. The Board will review the draft and discuss in more detail at the November board meeting.

B. Update on Sterling Ranch Referral

Ms. James noted she has still not heard from Randy Pye, community liaison for Sterling Ranch.

C. Review and Consider Approval of Resolution 2018-09-01 Approving Services Agreement with Turf Pros Solution LLC for 2018 Christmas Lights Placement and Removal

Ms. James presented the Resolution to the Board. After discussion, upon a motion duly made by Director Sherman, seconded by Director Brown, and upon vote unanimously carried, the Board approved Resolution 2018-09-01 Approving Services Agreement with Turf Pros Solution LLC for 2018 Christmas lights placement and removal.

D. Review and Consider Approval of Resolution 2018-09-02 Approving Services Agreement with Baird Solutions, Inc. for Wall Demolition

Ms. James presented the Resolution to the Board. After discussion, upon a motion duly made by Director Sherman, seconded by Director Brown, and upon vote unanimously carried, the Board approved Resolution 2018-09-02 Approving Services Agreement with Baird Solutions, Inc., for wall demolition.

RECORD OF PROCEEDINGS

E. Review and Consider Approval of Resolution 2018-09-03 Approving Services Agreement with Bailey Tree for 2019 Tree Maintenance

Ms. James presented the Resolution to the Board. After discussion, upon a motion duly made by Director Sherman, seconded by Director Brown, and upon vote unanimously carried, the Board approved Resolution 2018-09-03 Approving Services Agreement with Bailey Tree for 2019 Tree Maintenance.

F. 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 or if needed

There was no update needed.

G. Update on 14B parcel Ownership

Ms. James has not received an update from the HOA.

H. Update on Chatfield Farms Meters and Billing

Ms. James will work with Mr. Barnett and report at a future meeting.

I. Discuss New Posting Location

Ms. James reported that one of the posting locations for meetings is no longer available. Management will contact the Shell station and intermediate school to see if they will let the District post there, the first choice being the intermediate school. Upon a motion duly made by Director Brown, seconded by Director Sherman, and upon vote unanimously carried, the Board approved posting at the intermediate school if possible.

J. Other

Ms. James noted that legal was contacted by Foothills to find out if the District will renew the agreement with Foothills. The Board provided comments. After discussion, Ms. James is to bring a revised IGA to the November meeting for approval.

RECORD OF PROCEEDINGS

ENGINEERING MATTERS

A. Water Rights Discussion/Discuss Water Accounting Inventory

Mr. Barnett had no update.

B. 7 Acres Pond Update

Mr. Barnett reported there was an update provided by Ray Sperger.

C. Discuss 2019 Budget for 7 Acres Pond Wall Restoration

After discussion, the Board decided to keep the budget the same as 2018.

D. Discussion of Water Plant Discharge into Little Willow Creek

Mr. Barnett reported that Denver Water is draining the water plant conduit into Little Willow Creek. He reviewed the notification provided by Denver Water, noting this will begin on October 29, 2018. Mr. Barnett and Ms. James will talk to Denver Water to discuss potential damage from the influx of water.

E. Discuss Pond Management

Mr. Barnett presented a proposal from Aqua for an initial consultation to look at how the ponds are currently managed. After discussion, upon a motion duly made by Director Sherman, seconded by Director Wagner, and upon vote unanimously carried, the Board approved the proposal from Aqua.

F. Bridge Discussion

Mr. Barnett reported that there are still some issues finding a contractor to do the work on the bridge. Mr. Barnett will work with management to see if Metco or a handyman can perform the repairs.

G. Review and Consider Approval of Proposal for 6 Inch Main Line Repair

RECORD OF PROCEEDINGS

Mr. Barnett presented the proposal from C&L Water Solutions. After review, upon a motion duly made by Director Sherman, seconded by Director Wagner, and upon vote unanimously carried, the Board approved the proposal from C&L Water Solutions for the 6 inch main line repair in the amount of \$3,320.

H. Other

Mr. Barnett reported he is still waiting on revised shop drawing for the dugouts.

Mr. Barnett noted he sent the approved proposals over for striping and signs and is working on petting an agreement together.

Mr. Barnett noted that the wall removal contractor will be gong onsite tomorrow.

MANAGER MATTERS

A. Update on Website Redesign

Ms. Jones provided an update on the status of the website redesign, noting that the design is underway.

B. Discuss Repairs Needed to Bathroom Repairs and Water Fountain

Mr. Shannon reviewed with the Board, noting he will contact Roxborough Water & Sanitation District to have the water turned off.

C. Discuss Playground Inspection and Proposal from Star Playground

Ms. Jones presented the inspection to the Board. The Board asked for mulch to be filled in and the missing bolts to be replaced.

D. Discuss District Logo

Ms. Jones reported that management has identified a consultant to design a new logo in the amount of \$200 to \$300. After discussion, upon a motion duly made by Director Sherman, seconded by Director Bendall, and upon vote unanimously carried, the Board approved the contract for the new logo.

RECORD OF PROCEEDINGS

E. Other

None.

OTHER BUSINESS

None.

ADJOURNMENT

Upon a motion duly made by Director Prysby, seconded by Director Bendall, and upon vote unanimously carried, the Board adjourned the meeting at 9:14 p.m.

Respectfully submitted,

By: _____
Calvin Brown, President

Attest:

By: _____
Ronald Bendall, Secretary

From: [Jones, Anna](#)
To: [Suazo, Kathy](#)
Cc: [Shannon, Patrick](#)
Subject: Revised Rox Master Plan RFP
Date: Thursday, November 8, 2018 4:20:43 PM
Attachments: [RVMD Community Action Plan RFP 10.11 aj edits mt edits 10.12 ps edits 10... PC edits 11.8.pdf](#)

Hi Kathy – Please include the attached in the Nov. packet.

For the board's info, the list of firms I'd like to send this to include (in no particular order):

- Livable Cities Studio
- Stantec
- Matrix
- WSP
- PUMA
- Aecom

Thanks!



Anna Jones, Public Manager

State and Local Government, CliftonLarsonAllen LLP

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Main 303-779-5710 x31478, Fax 303-779-0348

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CLAconnect.com

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Roxborough Village Metropolitan District

Community Action Plan Request for Proposal



**Roxborough Village Metropolitan District
8390 E. CRESCENT PARKWAY, STE 300
GREENWOOD VILLAGE, CO 80111
PHONE: 303-779-5710 | FAX: 303-779-0348**



1. Introduction

The Roxborough Village Metropolitan District (“the District”) is seeking proposals from qualified consultants to assist the District in the creation of a Community Action Plan. Goals of the Plan include:

- Newly imagined recreation opportunities – both passive and active for the entire Roxborough Community
- Better bike and pedestrian infrastructure and connectivity
- Recommended areas for enhanced landscaping
- Better access and use of creeks, drainages and ponds
- Activation and management of currently underutilized open space
- A more clearly defined relationship between the Roxborough community, State Park and the natural beauty of the area
- An updated, market-responsive vision that expresses creativity, opportunity and diverse appeal for all Roxborough residents

The plan should be developed with extensive community input.

The Action Plan should have a focus on *implementation* – including recommended phasing, cost estimating, as well as strategies to finance improvements that are identified through the planning process.

This Request for Proposal includes the following sections:

1. Introduction
2. District Overview
3. Project Goals
4. Scope of Services
5. Selection Criteria
6. District Maps
7. 2018 Board workshop summary

Interested parties are asked to submit 10 printed copies of the response to Anna Jones, RVMD District Manager, at the address listed on the cover page of this RFP on or before **December 19, 2018**. Questions relating to this RFP can be addressed to: Anna Jones, District Manager anna.jones@claconnect.com or Pat Shannon, Assistant District Manager Patrick.shannon@claconnect.com



Please include the following items with your proposal:

1. Proposed scope of work
2. Estimated budget
3. Estimated project timeline
4. Brief initial impressions of Roxborough's park, open space and recreational assets, opportunities and challenges
5. Philosophy and approach to meaningful community outreach with examples of successful processes and outcomes
6. Firm profile for each participating firm, including participating staff bios
7. Credentials of the project manager
8. Hourly Rates of all employees associated with this contract
9. Three project references and contacts for each.

Please keep proposals as brief as possible.

2. District Overview

Location: Roxborough Village is located in northwest Douglas County, approximately 1.5 miles south of Chatfield State Park along the eastern face of the Dakota Hogback, 1 mile east of Pike National Forest, adjacent to Roxborough State Park.

Date of Service Plan: July 24, 1985, amended in 2014

Size of District: 959 Acres within the 80125 zip code

Residents: 6,200

Metropolitan District Board:

Per state statutory requirements, the board is elected by District residents and is charged with budget and policy decisions. The last election was held in May, 2018. The board and officers are:

| | |
|-------------------------------------|-----------------------|
| Calvin Brown, President | Term Expires May 2020 |
| Debra Prysby, Vice President | Term Expires May 2022 |
| Ron Bendall, Secretary/Treasurer | Term Expires May 2020 |
| Steven Sherman, Assistant Secretary | Term Expires May 2022 |
| Edward Wagner, Assistant Secretary | Term Expires May 2022 |





The District is supported by a team of staff consultants:

- CLA provides management and accounting.
- Mulhern MRE, Inc. provides all engineering services
- Folkstad, Fazekas, et. al., provides legal services
- Metco provides landscape maintenance
- Other contractors provide a variety of services to the District

The CLA management team will be the primary point of contact for the chosen consulting team.

The board meets at 6:30 pm the third Tuesday of each month, at West Metro Fire Station 15, 6220 N. Roxborough Park Road in Littleton. Meetings are open to the public.

The District's website: <http://roxboroughmetrodistrict.org/> (currently being redesigned), provides additional information about the District.



Metropolitan District Responsibilities:

Per its service plan, the District is responsible for all facets of the maintenance and operation of parks, trails, open space and recreational facilities.

2018 Total Property Tax Revenue: \$3,202,993

Debt Service Fund (34 mills) \$2,362,960

General Fund (12 mills): \$840,033

The District's debt service mill levy is expected to be fully discharged in 2021, when the District makes the final payments on its bonds. At that time, the District will have

the opportunity to go to the voters residing within the District to request authorization to increase the general fund mill levy and/or request authorization to incur new debt to pay for capital improvements. The District board of directors would like to closely assess the community's interest in planning, designing and building more robust, modern and creative recreational amenities with broad appeal to residents and visitors.

Understanding what enhancements the community would like to see is a critical element of this study. Outreach that encourages broad-based community input, buy-in and participation is an essential part of a successful effort.

District Recreation Facilities:

- 6 Playgrounds
- Tennis Court
- Soccer Field
- Volleyball Area
- Softball Field
- Basketball Court
- Skate Park
- Extensive Trail System



3. Project Goals

The District has been fairly isolated for the majority of its existence, but that will soon change with the build-out of the adjacent Sterling Ranch development. With an influx of new homes and facilities coming to the area in the near future, the District would like to put in place an action plan to modernize its assets and improve the facilities available to District residents, and increase the overall market appeal of the community.

The consultant selected for this project will be expected to:



1. Develop an action plan to update the District's assets and improve the facilities available to District residents, including:
 - a. Enhanced trails, bike and pedestrian amenities that create a better sense of connectivity and mobility throughout the district, connecting schools and other destinations as appropriate
 - b. Areas for passive recreation and associated improvements such as shade structures, informal gathering, picnicking and sitting areas
 - c. Active recreational enhancements such as frisbee golf, workout stations, splash pads and others as identified via community engagement
 - d. Recommendations regarding landscape design and enhancements that will build upon the natural beauty of the area
 - e. Infrastructure upgrades necessary to support improvements
 - f. Irrigation infrastructure needs assessment
 - g. Enhancements to existing amenities, if appropriate
 - h. Amenities and improvements should be planned in order to appeal to all ages and physical abilities
 - i. Water features
 - j. Other ideas as appropriate
2. Identify community priorities through a comprehensive and creative outreach process designed to engage all age groups
3. Develop cost and phasing estimates for designing and building improvements
4. Funding strategies to pay for improvements. Identify "quick wins" that can be built, or created quickly at the conclusion of the planning effort
5. Develop a comprehensive implementation plan document that identifies cost, timing, additional resources (if needed) and rationale that outlines a clear plan for the Board and consulting staff to execute



4. Scope of Services

The scoped items outlined below are suggestions. The final scope will be developed in collaboration with the selected consultant team. Teams should develop proposals to meet the general intent outlined in the draft scope. Teams may propose adjustments, changes and enhancements to the scope that are necessary to meet their proposed approach.

1. Inventory and Assessment Analysis:

- a. Identify district assets
- b. Determine condition of individual assets and/or recommendations to improve assets
- c. Provide general summary of condition of all District assets
- d. Review prior planning documents:
 - 2006 Parks and Open Space Renovation Master Plan
 - 2010 Community Park Master Plan
 - 2010 Irrigation Master Plan
 - 2018 Visioning Session Summary (See Section 6)

2. Community Outreach

- a. Hold initial board workshop to finalize scope and project timeline
- b. Develop a public engagement plan for review and input from Board
- c. Develop a series of visual preference tools for use with community outreach in a variety of formats and mediums including maps, existing conditions, aspirational images, etc.,
- d. Hold community workshops/outreach events
 - i. Implement creative, non-traditional engagement methods to have input opportunities at varying times of day, or weekends to maximize involvement.
- e. Develop and distribute community surveys (if determined to be an effective outreach tool)
- f. Analyze data from workshops and surveys
- g. Provide a summary of findings for the report
- h. Hold final board workshop to present community outreach findings

3. Develop Community Action Plan

- a. Create a draft community action plan based on existing conditions, community aspirations, best practices and practical considerations
- b. Outline specific project recommendations with estimated project costs
- c. Develop a detailed implementation timeline
- d. Provide an executive summary, highlighting the project methods, major findings and general recommendations
- e. Develop a high-level financing strategy that contemplates asking the community for more operating revenue through increased mill levy, loans, grants, or other strategies, as realistic and appropriate to finance recommended improvements.



5. Selection Criteria

Proposals will be reviewed by the Board and staff based on the following criteria:

1. The team's experience working with similar communities
2. The team's ability to demonstrate knowledge of the community
3. The team's approach to move the project from initial scoping of ideas through the development of draft and final master plans
4. The team's approach and experience meaningfully engaging stakeholders through effective and innovative methods
5. The team's proposed fee for services





6. District Maps





Roxborough Village Metropolitan District LANDSCAPE MAINTENANCE EXHIBIT





7. 2018 Visioning Summary

On June 14th, 2018 the Roxborough Village Metropolitan District Board of Directors and consultants partook in a workshop to delineate priorities for the District. Board members in attendance were: Calvin Brown, Debbie Prysby, Ron Bendall, Steve Sherman and Ed Wagner.

The Board made a list of characteristics that describe Roxborough Village today. The Board discussed whether these characteristics are positive (+) or negative (-) qualities.

The Board then created a list of characteristics they would like to see in the community five years from now. Once the list was compiled, each board member was given four “dot” stickers that they could assign to the four characteristics that each would most like to see in the community in 2023.

The results of this activity are below:

| <i>Roxborough Village Today</i> | | <i>Roxborough Village 2023</i> | <i>Dots</i> |
|---|-----|---|-------------|
| <i>Quiet Atmosphere</i> | + | More Picnic and Shade Amenities for Families | 4 |
| <i>Great access to Parks, Open Space and Nature</i> | + | Improved Mobility & Connectivity for Pedestrians and Bicyclists | 3 |
| <i>Geographic Isolation</i> | +/- | Access to a Rec Center | 2 |
| <i>Community & Quality Of Life</i> | + | Consistency in the Community’s Physical Layout | 2 |
| <i>Minimal Amenities</i> | - | Improved Community Engagement | 2 |
| <i>Need More Activities For Teens</i> | - | More Amenities (Such as Sports Leagues) | 2 |
| <i>No High School</i> | - | A Third Access Route to the Community | 2 |
| <i>High Taxes</i> | - | Improved Internet Access | 1 |
| | | Addition of an Amphitheater or Pavilion | 1 |

The exercise helped confirm common goals for the Board and provided a framework for near-term investments and improvements.

ARTWORK BY BRIE

Brienne Jepkema

Roxborough Village
Metro District

Nov. 9, 2018

Phone: 269-449-6094

briennejepkema@gmail.com

briennejepkema.com

You, Jerel Sangster asked me, Brienne Jepkema to design something for you. This is our Agreement for this project:

1. Scope of Work

New logo for Roxborough Village Metro District

2. Final Files

I will deliver to you, via electronic mail (or a downloadable hyperlink), digital files containing the final design(s).

3. Original Work/Conflicts/Confidentiality

I promise that, except for anything that you gave me to incorporate into the design(s): (a) my work will be original and will not be copied in whole or in part from any other work; (b) I own the rights that I am giving you under this Agreement, or I have secured such rights to any third-party content incorporated into my final design(s); and (c) my work does not violate the patent, copyright, trade secret or other property right of any person, firm or entity. Finally, I promise that I'll hold and maintain in strict confidence any confidential information that you provide me and I will not disclose such information to any third party except as may be required by a court or governmental authority.

4. Payment

You promise to pay me the total sum of hours worked at \$45/hour. Payment will be made using paypal or check.

5. Rights Before You Pay Me In Full

You understand and agree that until you pay me in full, I own full rights to each and every original design I create for you under this Agreement. If you don't pay me in full, you agree that I can complete, exhibit, use and sell the design(s) at my sole and absolute discretion. You also agree that I own all of the concepts created before you select the final design(s).

6. Rights After You Pay Me In Full

I understand and agree that after you pay me in full, you will own rights (as defined in this Agreement) to the final design(s) that you approve and I create for you. You understand and agree that I own all of the concepts/preliminary designs created before you select the final design(s), except for elements in those concepts that are incorporated into the final design(s) that I deliver to you. You will receive rights for the final design(s) only. You agree that I will retain the right to use the final design(s) and all preliminary designs in marketing my design business.

7. Rights For Logo Designs

If the work I am doing for you includes the design of a logo, I give you the full rights to use the logo design I create in any and all media without restrictions of any kind.

Client: _____

Designer:  _____

Date: _____

Date: Nov. 9, 2018 _____

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
FINANCIAL STATEMENTS
SEPTEMBER 30, 2018



Accountant's Compilation Report

Board of Directors
Roxborough Village Metropolitan District
Douglas County, Colorado

Management is responsible for the accompanying financial statements of Roxborough Village Metropolitan District, which comprise the balance sheet - governmental funds as of September 30, 2018, and the related statement of revenues, expenditures, and changes in fund balance - actual, for the period from January 01, 2018 through September 30, 2018, for the General Fund, in accordance with accounting principles generally accepted in the United States of America. Management is also responsible for the accompanying financial forecasted budget, which comprises the statement of revenues, expenditures, and changes in fund balance - budget, for the year then ending, for the General Fund, and the related summary of significant assumptions in accordance with guidelines for the presentation of financial forecast established by the American Institute of Certified Public Accountants. We have performed compilation engagements in accordance with Statements of Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants. We did not audit, examine, or review the historical financial statements or the financial forecasted budget nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these historical financial statements and this financial forecasted budget.

The forecasted budget results may not be achieved as there will usually be differences between the forecasted budget and actual results, because events and circumstances frequently do not occur as expected, and these differences may be material. We assume no responsibility to update this report for events and circumstances occurring after the date of this report.

Management has elected to omit the management's discussion and analysis, the government-wide financial statements, the statement of revenues, expenditures and changes in fund balance - governmental funds, and substantially all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the historical financial statements, they might influence the user's conclusions about the District's financial position and results of operations. Accordingly, the historical financial statements are not designed for those who are not informed about such matters.

The supplementary information and the supplementary financial forecasted budget information are presented for additional analysis and are not a required part of the basic financial statements. This information is the representation of management. The information was subject to our compilation engagement; however we have not audited, examined, or reviewed the supplementary information and, accordingly, do not express an opinion, a conclusion, nor provide any form of assurance on the supplementary historical information and the supplementary budget information.

We are not independent with respect to Roxborough Village Metropolitan District.

Greenwood Village, CO
November 08, 2018

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
BALANCE SHEET - GOVERNMENTAL FUNDS
SEPTEMBER 30, 2018

27

| | General | Debt Service | Capital Projects | Total |
|--|-------------------|---------------------|---------------------|---------------------|
| ASSETS | | | | |
| Checking - FirstBank | \$ 29,644 | \$ - | \$ 390 | \$ 30,034 |
| Colotrust | 846,653 | 1,748,630 | 1,366,945 | 3,962,228 |
| Bond Fund 1993 A&B | - | 1,907,938 | - | 1,907,938 |
| Receivable from County Treasurer | 30,137 | 1,314 | - | 31,451 |
| Prepaid expense | 350 | - | - | 350 |
| TOTAL ASSETS | \$ 906,784 | \$ 3,657,882 | \$ 1,367,335 | \$ 5,932,001 |
| LIABILITIES AND FUND BALANCES | | | | |
| CURRENT LIABILITIES | | | | |
| Accounts payable | \$ 117,588 | \$ - | \$ 2,100 | \$ 119,688 |
| Total Liabilities | 117,588 | - | 2,100 | 119,688 |
| FUND BALANCES | | | | |
| Total Fund Balances | 789,196 | 3,657,882 | 1,365,235 | 5,812,313 |
| TOTAL LIABILITIES AND FUND BALANCES | \$ 906,784 | \$ 3,657,882 | \$ 1,367,335 | \$ 5,932,001 |

PRELIMINARY DRAFT - SUBJECT TO REVISION

These financial statements should be read only in connection with the accompanying accountant's compilation report.

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE NINE MONTHS ENDED SEPTEMBER 30, 2018

28

GENERAL FUND

| | Annual Budget | Year to Date Actual | Variance |
|--|-------------------|------------------------|-------------------|
| REVENUES | | | |
| Interest income | \$ 12,000 | \$ - | \$ (12,000) |
| Miscellaneous income | 2,000 | 4,107 | 2,107 |
| Property taxes | 840,033 | 838,602 | (1,431) |
| Specific ownership tax | 320,300 | 250,394 | (69,906) |
| Sports field fees | 11,800 | 4,300 | (7,500) |
| TOTAL REVENUES | <u>1,186,133</u> | <u>1,097,403</u> | <u>(88,730)</u> |
| EXPENDITURES | | | |
| Accounting | 35,000 | 29,311 | 5,689 |
| Algae control | 5,040 | 3,828 | 1,212 |
| Auditing | 5,000 | 4,950 | 50 |
| Communications/website | 500 | 375 | 125 |
| Contingency | 30,000 | - | 30,000 |
| County Treasurer's fee | 12,610 | 12,584 | 26 |
| Directors' fees | 7,200 | 5,000 | 2,200 |
| District management | 80,000 | 98,732 | (18,732) |
| Dues and licenses | 1,200 | 1,418 | (218) |
| Election expense | 7,000 | 39,532 | (32,532) |
| Engineering | 25,000 | 22,805 | 2,195 |
| Foothills Park and Recreation fees | 15,000 | 13,090 | 1,910 |
| Graffiti removal/ vandalism | 20,000 | 1,801 | 18,199 |
| Insurance and bonds | 9,400 | 9,663 | (263) |
| Landscape contract | 190,000 | 102,171 | 87,829 |
| Landscape improvement | 67,500 | 19,200 | 48,300 |
| Landscape irrigation maintenance | 95,000 | 43,026 | 51,974 |
| Landscape maintenance & supplies | - | 2,350 | (2,350) |
| Landscape weed control | 35,000 | 27,878 | 7,122 |
| Legal services | 70,000 | 48,626 | 21,374 |
| Miscellaneous | 4,000 | 1,588 | 2,412 |
| Mosquito control | 16,000 | 12,000 | 4,000 |
| Nonpotable water purchase usage | 60,000 | 75,203 | (15,203) |
| Payroll taxes | 6,120 | 383 | 5,737 |
| Playground repairs and maintenance | - | 31,437 | (31,437) |
| Portable restrooms | 3,000 | 2,160 | 840 |
| Repairs and maintenance | 30,000 | 7,361 | 22,639 |
| Seasonal lights | 13,000 | - | 13,000 |
| Skate Park maintenance | 15,000 | - | 15,000 |
| Snow removal | 30,000 | 13,962 | 16,038 |
| Tree maintenance | 15,000 | 21,080 | (6,080) |
| Tree spraying | 60,000 | 49,745 | 10,255 |
| Utilities | 18,000 | 10,055 | 7,945 |
| TOTAL EXPENDITURES | <u>980,570</u> | <u>711,314</u> | <u>269,256</u> |
| EXCESS OF REVENUES OVER (UNDER) EXPENDITURES | 205,563 | 386,089 | 180,526 |
| OTHER FINANCING SOURCES (USES) | | | |
| Transfers to other funds | (270,000) | - | 270,000 |
| TOTAL OTHER FINANCING SOURCES (USES) | <u>(270,000)</u> | <u>-</u> | <u>270,000</u> |
| NET CHANGE IN FUND BALANCES | (64,437) | 386,089 | 450,526 |
| FUND BALANCES - BEGINNING | <u>492,273</u> | <u>403,105</u> | <u>(89,168)</u> |
| FUND BALANCES - ENDING | <u>\$ 427,836</u> | <u>\$ 789,194</u> | <u>\$ 361,358</u> |

PRELIMINARY DRAFT - SUBJECT TO REVISION

These financial statements should be read only in connection with the accompanying accountant's compilation report.

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, 2018

30

DEBT SERVICE FUND

| | Annual Budget | Year to Date Actual | Variance |
|------------------------------|---------------------|------------------------|---------------------|
| REVENUES | | | |
| Property taxes | \$ 2,362,960 | \$ 2,358,934 | \$ (4,026) |
| Interest income | 20,000 | 62,808 | 42,808 |
| Other revenue | - | 38,056 | 38,056 |
| TOTAL REVENUES | <u>2,382,960</u> | <u>2,459,798</u> | <u>76,838</u> |
| EXPENDITURES | | | |
| County Treasurer's fee | 35,400 | 35,397 | 3 |
| Paying agent fees | 2,700 | 2,400 | 300 |
| Bond interest - Series 1993 | 307,570 | 192,015 | 115,555 |
| Bond interest - Series 2014 | 80,084 | 40,042 | 40,042 |
| Bond principal - Series 2014 | 770,000 | - | 770,000 |
| Bond principal - Series 1993 | 800,000 | - | 800,000 |
| Contingency | 5,000 | - | 5,000 |
| TOTAL EXPENDITURES | <u>2,000,754</u> | <u>269,854</u> | <u>1,730,900</u> |
| NET CHANGE IN FUND BALANCES | 382,206 | 2,189,944 | 1,807,738 |
| FUND BALANCES - BEGINNING | <u>1,456,920</u> | <u>1,467,937</u> | <u>11,017</u> |
| FUND BALANCES - ENDING | <u>\$ 1,839,126</u> | <u>\$ 3,657,881</u> | <u>\$ 1,818,755</u> |

PRELIMINARY DRAFT - SUBJECT TO REVISION

This supplementary information should be read only in connection with the accompanying accountant's compilation report.

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE NINE MONTHS ENDED SEPTEMBER 30, 2018

31

CAPITAL PROJECTS FUND

| | Annual Budget | Year to Date Actual | Variance |
|--|---------------------|------------------------|-------------------|
| REVENUES | | | |
| Interest income | \$ 500 | \$ - | \$ (500) |
| Lottery proceeds | 32,000 | 25,807 | (6,193) |
| Miscellaneous income | 1,000 | - | (1,000) |
| TOTAL REVENUES | <u>33,500</u> | <u>25,807</u> | <u>(7,693)</u> |
| EXPENDITURES | | | |
| Accounting | 3,000 | - | 3,000 |
| Baseball field improvements | 30,000 | 22,635 | 7,365 |
| Capital outlay | - | 1,132 | (1,132) |
| Contingency | 100,000 | - | 100,000 |
| District management | 15,000 | 163 | 14,837 |
| Engineering | 10,000 | - | 10,000 |
| Irrigation upgrades/replacement | 200,000 | 13,384 | 186,616 |
| Legal services | 5,000 | - | 5,000 |
| Open space maintenance / mitigation | 15,000 | - | 15,000 |
| Parking lot improvements | 30,000 | - | 30,000 |
| Repay developer advance | 61,104 | - | 61,104 |
| Trails/bike path | 15,000 | - | 15,000 |
| Water rights enhancements | 30,000 | 14,025 | 15,975 |
| TOTAL EXPENDITURES | <u>514,104</u> | <u>51,339</u> | <u>462,765</u> |
| EXCESS OF REVENUES OVER (UNDER) EXPENDITURES | (480,604) | (25,532) | 455,072 |
| OTHER FINANCING SOURCES (USES) | | | |
| Transfers from other funds | 270,000 | - | (270,000) |
| TOTAL OTHER FINANCING SOURCES (USES) | <u>270,000</u> | <u>-</u> | <u>(270,000)</u> |
| NET CHANGE IN FUND BALANCES | (210,604) | (25,532) | 185,072 |
| FUND BALANCES - BEGINNING | <u>1,274,787</u> | <u>1,390,767</u> | <u>115,980</u> |
| FUND BALANCES - ENDING | <u>\$ 1,064,183</u> | <u>\$ 1,365,235</u> | <u>\$ 301,052</u> |

PRELIMINARY DRAFT - SUBJECT TO REVISION

This supplementary information should be read only in connection with the accompanying accountant's compilation report.

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
SCHEDULE OF REVENUES AND EXPENDITURES
FOR THE NINE MONTHS ENDED SEPTEMBER 30, 2018

32

CHATFIELD FARMS

| | Annual Budget | Year to Date Actual | Variance |
|------------------------------------|-------------------|------------------------|------------------|
| REVENUES | | | |
| Property taxes | \$ 236,721 | \$ 245,459 | \$ 8,738 |
| TOTAL REVENUES | <u>236,721</u> | <u>245,459</u> | <u>8,738</u> |
| EXPENDITURES | | | |
| Accounting | 8,000 | 4,723 | 3,277 |
| Algae control | 748 | 578 | 170 |
| Auditing | 742 | 747 | (5) |
| Communications/website | 74 | 57 | 17 |
| County Treasurer's fee | 3,551 | 3,683 | (132) |
| Directors' fees | 1,068 | 754 | 314 |
| District management | 14,000 | 14,909 | (909) |
| Dues and licenses | 178 | 214 | (36) |
| Election expense | 1,039 | 5,984 | (4,945) |
| Engineering | 5,000 | 3,237 | 1,763 |
| Graffiti removal/ vandalism | 2,968 | 272 | 2,696 |
| Insurance and bonds | 1,395 | 1,459 | (64) |
| Landscape contract | 39,000 | 29,250 | 9,750 |
| Landscape improvement | 10,000 | - | 10,000 |
| Landscape irrigation maintenance | 15,000 | 6,183 | 8,817 |
| Landscape maintenance & supplies | - | 355 | (355) |
| Landscape weed control | 12,000 | 8,732 | 3,268 |
| Legal services | 18,000 | 7,695 | 10,305 |
| Miscellaneous | 594 | 222 | 372 |
| Mosquito control | 2,374 | 1,812 | 562 |
| Nonpotable water purchase usage | 8,904 | 11,355 | (2,451) |
| Portable restrooms | 445 | 1,080 | (635) |
| Repairs and maintenance | 18,000 | 3,094 | 14,906 |
| Repay developer | 61,104 | - | 61,104 |
| Snow removal | 4,452 | 2,108 | 2,344 |
| TOTAL EXPENDITURES | <u>228,636</u> | <u>108,503</u> | <u>120,133</u> |
| NET CHANGE IN FUND BALANCES | 8,085 | 136,956 | 128,871 |
| FUND BALANCES - BEGINNING | <u>412,043</u> | <u>322,370</u> | <u>(89,673)</u> |
| FUND BALANCES - ENDING | <u>\$ 420,128</u> | <u>459,326</u> | <u>\$ 39,198</u> |
| INTEREST ON SHORTFALL | | (18,517) | |
| CAPITAL RESERVE CONTRIBUTION | | | |
| Annual Contribution - Prior Years | | (304,364) | |
| Annual Contribution - Current Year | | <u>(28,058)</u> | |
| | | <u>\$ 108,387</u> | |

PRELIMINARY DRAFT - SUBJECT TO REVISION

This supplementary information should be read only in connection with the accompanying accountant's compilation report.

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
2018 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, 2016 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.

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.

The District's maximum Required Mill Levy is 72.877 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 a 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.

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
2018 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Revenues - (continued)

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 10% 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 an average interest rate of approximately 1.0%.

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.

Debt Service

Principal and interest payments in 2018 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.

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.

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
2018 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Debt and Leases - (continued)

Series 2014 Bonds

\$6,390,000 General Obligation Refunding Bonds, Series 2014, dated October 24, 2014, with interest of 2.03%. The Bonds are payable semiannually and matures December 1, 2021, and is subject to mandatory redemption at increasing amounts beginning in 2014 through 2021 in increasing amounts. The Bonds are 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.

Capital Reserves

The Board has established a capital reserve to allow for future defined capital expenditures.

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

| | | 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 Bonds October 24, 2014 Interest Rate 2.03% Interest Paid June 1 and December 1 | | | |
|-------------|---------------------|--|---------------------|---|---------------------|---------------------------------|---------------------|
| <u>Year</u> | <u>Principal</u> | <u>Interest</u> | <u>Principal</u> | <u>Interest</u> | <u>Principal</u> | <u>Total</u> <u>Interest</u> | <u>Total</u> |
| 2018 | \$ 800,000 | \$ 307,570 | \$ 770,000 | \$ 80,084 | \$ 1,570,000 | \$ 387,654 | \$ 1,957,654 |
| 2019 | 825,000 | 224,290 | 845,000 | 64,453 | 1,670,000 | 288,743 | 1,958,743 |
| 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>\$ 2,954,560</u> | <u>\$ 714,984</u> | <u>\$ 3,945,000</u> | <u>\$ 221,373</u> | <u>\$ 6,899,560</u> | <u>\$ 936,357</u> | <u>\$ 7,835,917</u> |

PRELIMINARY DR

:CT TO REVISION

This supplementary information should be read only in connection with the accompanying accountant's compilation report.

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
Schedule of Cash Position
September 30, 2018
Updated as of November 9, 2018

| | <u>General Fund</u> | <u>Debt Service Fund</u> | <u>Capital Projects Fund</u> | <u>Total</u> |
|--|-----------------------------|-------------------------------|----------------------------------|-------------------------------|
| <u>FirstBank - Checking Account</u> | | | | |
| Balance as of 9/30/18 | \$ 29,643.91 | \$ - | \$ 389.50 | \$ 30,033.41 |
| Subsequent activities: | | | | |
| 10/11/18 - Transfer from Colotrust | 189,900.00 | - | 2,100.00 | 192,000.00 |
| 10/16/18 - Check #1165-1178 | (92,390.14) | - | (2,100.00) | (94,490.14) |
| 10/18/18 - Check #1179-1180 | (409.60) | - | - | (409.60) |
| Oct ACH - IREA payments | (1,103.79) | - | - | (1,103.79) |
| Oct ACH - Roxborough Water | (46,788.56) | - | - | (46,788.56) |
| Anticipated Xcel payment - Oct | (18.66) | - | - | (18.66) |
| Anticipated Roxborough Water payment - Nov | (1,997.19) | - | - | (1,997.19) |
| Anticipated IREA payment - Nov | (1,129.52) | - | - | (1,129.52) |
| Anticipated ADP payroll/taxes - Nov | (538.25) | - | - | (538.25) |
| Estimated payables - Nov | (84,193.60) | (300.00) | - | (84,493.60) |
| Anticipated transfer from Colotrust - Nov | 84,000.00 | 300.00 | - | 84,300.00 |
| <i>Anticipated Balance</i> | <u>74,974.60</u> | <u>-</u> | <u>389.50</u> | <u>75,364.10</u> |
| <u>Colotrust - Plus</u> | | | | |
| Balance as of 9/30/18 | 846,653.05 | 1,748,630.28 | 1,366,944.86 | 3,962,228.19 |
| Subsequent activities: | | | | |
| 10/10/18 - September Property/SO taxes | 30,137.22 | 1,314.43 | - | 31,451.65 |
| 10/11/18 - Transfer to checking | (189,900.00) | - | (2,100.00) | (192,000.00) |
| 10/31/18 - Interest Income | - | 7,595.01 | - | 7,595.01 |
| 10/31/18 - Refund of overpayment to holders | - | 40,146.50 | - | 40,146.50 |
| Anticipated transfer to checking - Nov | (84,000.00) | (300.00) | - | (84,300.00) |
| Anticipated transfer to UMB | - | (17,567.12) | - | (17,567.12) |
| Anticipated 12/1 DS Payment - Series 2014 | - | (810,042.25) | - | (810,042.25) |
| <i>Anticipated Balance</i> | <u>602,890.27</u> | <u>969,776.85</u> | <u>1,364,844.86</u> | <u>2,937,511.98</u> |
| <u>UMB - 1993 A & B Bond Fund</u> | | | | |
| Balance as of 9/30/18 | - | 1,907,937.80 | - | 1,907,937.80 |
| Subsequent activities: | | | | |
| 10/31/18 - Interest Income | - | 2,183.96 | - | 2,183.96 |
| Anticipated transfer from Colotrust | - | 17,567.12 | - | 17,567.12 |
| Anticipated 12/31 DS Payment - Series 2014 | - | (953,785.00) | - | (953,785.00) |
| <i>Anticipated Balance</i> | <u>-</u> | <u>973,903.88</u> | <u>-</u> | <u>973,903.88</u> |
| <i>Anticipated Balances</i> | <u>\$ 677,864.87</u> | <u>\$ 1,943,680.73</u> | <u>\$ 1,365,234.36</u> | <u>\$ 3,986,779.96</u> |

Yield information (as of 9/30/18):

First Bank - 0.0%

Colotrust Plus - 2.25%

PRELIMINARY DRAFT - SUBJECT TO REVISION

This supplementary information should be read only in connection with the accompanying accountant's compilation report.

ROXBOROUGH VILLAGE METRO DISTRICT
Property Taxes Reconciliation
2018

| | 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 | \$ 80,970.58 | \$ - | \$ 27,741.33 | \$ - | \$ (1,214.56) | \$ 107,497.35 | 2.53% | 2.53% | \$ 72,439.90 | 1.99% | 1.99% |
| February | 1,361,903.84 | - | 25,422.45 | - | (20,428.59) | \$ 1,366,897.70 | 42.52% | 45.05% | 1,288,386.59 | 43.94% | 45.93% |
| March | 112,796.35 | - | 27,821.74 | 18.98 | (1,692.24) | 138,944.83 | 3.52% | 48.57% | 157,785.72 | 1.83% | 47.76% |
| April | 220,075.45 | - | 25,581.01 | 8.52 | (3,301.27) | 242,363.71 | 6.87% | 55.44% | 193,864.47 | 7.33% | 55.09% |
| May | 295,734.67 | - | 28,505.51 | 117.53 | (4,437.85) | 319,919.86 | 9.23% | 64.67% | 362,566.70 | 9.82% | 64.91% |
| June | 1,082,237.07 | - | 26,158.70 | 129.45 | (16,235.49) | 1,092,289.73 | 33.79% | 98.46% | 1,030,926.17 | 33.91% | 98.82% |
| July | 30,750.45 | - | 30,117.91 | 407.29 | (467.38) | 60,808.27 | 0.96% | 99.42% | 36,475.91 | 0.66% | 99.48% |
| August | 11,370.50 | - | 29,346.42 | 406.06 | (176.65) | 40,946.33 | 0.35% | 99.78% | 30,474.99 | 0.21% | 99.70% |
| September | 1,696.45 | - | 29,699.30 | 82.59 | (26.69) | 31,451.65 | 0.05% | 99.83% | 25,619.40 | 0.01% | 99.71% |
| October | - | - | - | - | - | - | 0.00% | 99.83% | 14,748.13 | 0.04% | 99.75% |
| November | - | - | - | - | - | - | 0.00% | 99.83% | 28,003.40 | 0.22% | 99.97% |
| December | - | - | - | - | - | - | 0.00% | 99.83% | 23,707.82 | 0.00% | 99.97% |
| | \$ 3,197,535.36 | \$ - | \$ 250,394.37 | \$ 1,170.42 | \$ (47,980.72) | \$ 3,401,119.43 | 99.83% | 99.83% | \$ 3,264,999.20 | 99.97% | 99.97% |
| | | | | | | | | | | | |

| | Taxes Levied | % of Levied | Property Taxes Collected | % Collected to Amount Levied | Chatfield Farms |
|-------------------------------|---------------------|----------------|--------------------------|------------------------------|----------------------|
| Property Tax | | | | | |
| General Fund | \$ 840,033 | 26.23% | \$ 838,601.65 | 99.83% | \$ 236,721.00 |
| Debt Service Fund | 2,362,960 | 73.77% | 2,358,933.71 | 99.83% | - |
| | \$ 3,202,993 | 100.00% | \$ 3,197,535.36 | 99.83% | \$ 236,721.00 |
| Specific Ownership Tax | | | | | |
| General Fund | \$ 320,300 | 100.00% | \$ 250,394.37 | 78.17% | |
| Debt Service Fund | - | 0.00% | - | 0.00% | |
| | \$ 320,300 | 100.00% | \$ 250,394.37 | 78.17% | |
| Treasurer's Fees | | | | | |
| General Fund | \$ 12,610 | 26.23% | \$ 12,583.66 | 99.79% | \$ 3,683.24 |
| Debt Service Fund | 35,400 | 73.77% | 35,397.06 | 99.99% | - |
| | \$ 48,010 | 100.00% | \$ 47,980.72 | 99.94% | \$ 3,683.24 |

PRELIMINARY DRAFT - SUBJECT TO REVISION

This supplementary information should be read only in connection with the accompanying accountant's compilation report.

Roxborough Village Metropolitan District

Cash Requirement Report - Detailed

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All Dates

| GL Account | Description | Gross Open Amount | Discount Available | Net Open Amount | Cash Required |
|--------------------|---|----------------------|-----------------------|--------------------|------------------|
| ARK | ARK Ecological Services, LLC | | | | |
| Reference: | 3354 | Date: | 10/31/18 | Discount exp date: | |
| GL AP account: | 112500 | Due date: | 10/31/18 | Payment term: | |
| 117592 | Landscape weed control - ARK Ecological Services, LLC | <u>1,927.04</u> | | | |
| | Totals | 1,927.04 | 0.00 | 1,927.04 | 1,927.04 |
| Reference: | 3354 | Date: | 10/31/18 | Discount exp date: | |
| GL AP account: | 102500 | Due date: | 11/01/18 | Payment term: | |
| 107592 | Landscape weed control - ARK Ecological Services, LLC | <u>2,592.88</u> | | | |
| | Totals | 2,592.88 | 0.00 | 2,592.88 | 2,592.88 |
| | Totals for ARK Ecological Services, LLC | <u>4,519.92</u> | <u>0.00</u> | <u>4,519.92</u> | <u>4,519.92</u> |
| BAIRDSOLUTI | Baird Solutions | | | | |
| Reference: | 1375 | Date: | 10/23/18 | Discount exp date: | |
| GL AP account: | 102500 | Due date: | 10/23/18 | Payment term: | |
| 107585 | Landscape maintenance & supplies - Baird Solutions | <u>3,250.00</u> | | | |
| | Totals | 3,250.00 | 0.00 | 3,250.00 | 3,250.00 |
| | Totals for Baird Solutions | <u>3,250.00</u> | <u>0.00</u> | <u>3,250.00</u> | <u>3,250.00</u> |
| CEMLAKE | Cem-Lake Management, Inc. | | | | |
| Reference: | 349 | Date: | 10/01/18 | Discount exp date: | |
| GL AP account: | 102500 | Due date: | 10/23/18 | Payment term: | |
| 107594 | Algae control - Cem-Lake Management, Inc. | <u>638.00</u> | | | |
| | Totals | 638.00 | 0.00 | 638.00 | 638.00 |
| | Totals for Cem-Lake Management, Inc. | <u>638.00</u> | <u>0.00</u> | <u>638.00</u> | <u>638.00</u> |
| CLA | CliftonLarsonAllen, LLP | | | | |
| Reference: | 1952796 | Date: | 10/31/18 | Discount exp date: | |
| GL AP account: | 102500 | Due date: | 10/31/18 | Payment term: | |
| 107000 | Accounting - CliftonLarsonAllen, LLP | <u>2,409.00</u> | | | |
| | Totals | 2,409.00 | 0.00 | 2,409.00 | 2,409.00 |
| | Totals for CliftonLarsonAllen, LLP | <u>2,409.00</u> | <u>0.00</u> | <u>2,409.00</u> | <u>2,409.00</u> |
| FOLKESTAD | Folkestad Fazekas Barrick & Patoile | | | | |
| Reference: | 25852 | Date: | 10/31/18 | Discount exp date: | |
| GL AP account: | 102500 | Due date: | 10/31/18 | Payment term: | |
| 107460 | Legal services - Folkestad Fazekas Barrick & Patoile | <u>4,903.00</u> | | | |
| | Totals | 4,903.00 | 0.00 | 4,903.00 | 4,903.00 |
| | Totals for Folkestad Fazekas Barrick & Patoile | <u>4,903.00</u> | <u>0.00</u> | <u>4,903.00</u> | <u>4,903.00</u> |
| FOOTHILLS | Foothills Park & Recreation District | | | | |
| Reference: | SALES00000003235 | Date: | 10/31/18 | Discount exp date: | |
| GL AP account: | 102500 | Due date: | 10/31/18 | Payment term: | |
| 107600 | Foothills Park and Recreation fees - Foothills Park & Recreation District | <u>1,218.88</u> | | | |

Roxborough Village Metropolitan District

Cash Requirement Report - Detailed

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All Dates

| GL Account | Description | | Gross Open Amount | Discount Available | Net Open Amount | Cash Required |
|----------------|--|-----------|----------------------|-----------------------|--------------------|------------------|
| | | Totals | 1,218.88 | 0.00 | 1,218.88 | 1,218.88 |
| | Totals for Foothills Park & Recreation District | | <u>1,218.88</u> | <u>0.00</u> | <u>1,218.88</u> | <u>1,218.88</u> |
| IREA | IREA | | | | | |
| Reference: | 21419100 | Date: | 10/01/18 | Discount exp date: | | |
| GL AP account: | 102500 | Due date: | 10/01/18 | Payment term: | | |
| 107701 | Utilities - IREA | | <u>48.00</u> | | | |
| | Totals | | 48.00 | 0.00 | 48.00 | 48.00 |
| Reference: | 23509300 | Date: | 10/01/18 | Discount exp date: | | |
| GL AP account: | 102500 | Due date: | 10/01/18 | Payment term: | | |
| 107701 | Utilities - IREA | | <u>18.00</u> | | | |
| | Totals | | 18.00 | 0.00 | 18.00 | 18.00 |
| Reference: | 25782000 | Date: | 10/16/18 | Discount exp date: | | |
| GL AP account: | 102500 | Due date: | 10/16/18 | Payment term: | | |
| 107701 | Utilities - IREA | | <u>252.67</u> | | | |
| | Totals | | 252.67 | 0.00 | 252.67 | 252.67 |
| Reference: | 85350300 | Date: | 10/16/18 | Discount exp date: | | |
| GL AP account: | 102500 | Due date: | 10/16/18 | Payment term: | | |
| 107701 | Utilities - IREA | | <u>21.34</u> | | | |
| | Totals | | 21.34 | 0.00 | 21.34 | 21.34 |
| Reference: | 85210100 | Date: | 10/17/18 | Discount exp date: | | |
| GL AP account: | 102500 | Due date: | 10/17/18 | Payment term: | | |
| 107701 | Utilities - IREA | | <u>128.95</u> | | | |
| | Totals | | 128.95 | 0.00 | 128.95 | 128.95 |
| Reference: | 25968000 | Date: | 10/17/18 | Discount exp date: | | |
| GL AP account: | 102500 | Due date: | 10/17/18 | Payment term: | | |
| 107701 | Utilities - IREA | | <u>24.62</u> | | | |
| | Totals | | 24.62 | 0.00 | 24.62 | 24.62 |
| Reference: | 21367302 | Date: | 10/17/18 | Discount exp date: | | |
| GL AP account: | 102500 | Due date: | 10/17/18 | Payment term: | | |
| 107701 | Utilities - IREA | | <u>21.45</u> | | | |
| | Totals | | 21.45 | 0.00 | 21.45 | 21.45 |
| Reference: | 85311000 | Date: | 10/17/18 | Discount exp date: | | |
| GL AP account: | 102500 | Due date: | 10/17/18 | Payment term: | | |
| 107701 | Utilities - IREA | | <u>22.81</u> | | | |
| | Totals | | 22.81 | 0.00 | 22.81 | 22.81 |
| Reference: | 85311102 | Date: | 10/19/18 | Discount exp date: | | |
| GL AP account: | 102500 | Due date: | 10/19/18 | Payment term: | | |
| 107701 | Utilities - IREA | | <u>504.00</u> | | | |
| | Totals | | 504.00 | 0.00 | 504.00 | 504.00 |
| Reference: | 26129901 | Date: | 10/24/18 | Discount exp date: | | |
| GL AP account: | 102500 | Due date: | 10/24/18 | Payment term: | | |
| 107701 | Utilities - IREA | | <u>21.68</u> | | | |
| | Totals | | 21.68 | 0.00 | 21.68 | 21.68 |
| Reference: | 21419100 | Date: | 11/01/18 | Discount exp date: | | |
| GL AP account: | 102500 | Due date: | 11/01/18 | Payment term: | | |

Roxborough Village Metropolitan District

Cash Requirement Report - Detailed

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All Dates

| GL Account | Description | | Gross Open Amount | Discount Available | Net Open Amount | Cash Required |
|--|--|-----------|----------------------|-----------------------|--------------------|------------------|
| 107701 | Utilities - IREA | | 48.00 | | | |
| | Totals | | 48.00 | 0.00 | 48.00 | 48.00 |
| Reference: | 23509300 | Date: | 11/01/18 | Discount exp date: | | |
| GL AP account: | 102500 | Due date: | 11/01/18 | Payment term: | | |
| 107701 | Utilities - IREA | | 18.00 | | | |
| | Totals | | 18.00 | 0.00 | 18.00 | 18.00 |
| Totals for IREA | | | <u>1,129.52</u> | <u>0.00</u> | <u>1,129.52</u> | <u>1,129.52</u> |
| LORD | Lord & Reiser Plumbing | | | | | |
| Reference: | MP-180562 | Date: | 10/01/18 | Discount exp date: | | |
| GL AP account: | 102500 | Due date: | 10/31/18 | Payment term: | | |
| 107582 | Repairs and maintenance - Lord & Reiser Plumbing | | 470.00 | | | |
| | Totals | | 470.00 | 0.00 | 470.00 | 470.00 |
| Reference: | 460574 | Date: | 10/23/18 | Discount exp date: | | |
| GL AP account: | 102500 | Due date: | 10/23/18 | Payment term: | | |
| 107582 | Repairs and maintenance - Lord & Reiser Plumbing | | 550.00 | | | |
| | Totals | | 550.00 | 0.00 | 550.00 | 550.00 |
| Totals for Lord & Reiser Plumbing | | | <u>1,020.00</u> | <u>0.00</u> | <u>1,020.00</u> | <u>1,020.00</u> |
| METCO | METCO LANDSCAPE, INC. | | | | | |
| Reference: | 513788 | Date: | 10/01/18 | Discount exp date: | | |
| GL AP account: | 102500 | Due date: | 10/01/18 | Payment term: | | |
| 107804 | Landscape improvement - METCO LANDSCAPE, INC. | | 3,520.00 | | | |
| | Totals | | 3,520.00 | 0.00 | 3,520.00 | 3,520.00 |
| Reference: | SM155207 | Date: | 10/01/18 | Discount exp date: | | |
| GL AP account: | 102500 | Due date: | 10/01/18 | Payment term: | | |
| 107595 | Landscape contract - METCO LANDSCAPE, INC. | | 12,771.33 | | | |
| | Totals | | 12,771.33 | 0.00 | 12,771.33 | 12,771.33 |
| Reference: | 518982 | Date: | 10/25/18 | Discount exp date: | | |
| GL AP account: | 102500 | Due date: | 10/25/18 | Payment term: | | |
| 107582 | Repairs and maintenance - METCO LANDSCAPE, INC. | | 450.00 | | | |
| | Totals | | 450.00 | 0.00 | 450.00 | 450.00 |
| Reference: | 519409 | Date: | 10/31/18 | Discount exp date: | | |
| GL AP account: | 102500 | Due date: | 10/31/18 | Payment term: | | |
| 107804 | Landscape improvement - METCO LANDSCAPE, INC. | | 1,850.00 | | | |
| | Totals | | 1,850.00 | 0.00 | 1,850.00 | 1,850.00 |
| Reference: | SM162536 | Date: | 11/01/18 | Discount exp date: | | |
| GL AP account: | 102500 | Due date: | 11/01/18 | Payment term: | | |
| 107585 | Landscape maintenance & supplies - METCO LANDSCAPE, INC. | | 12,771.33 | | | |
| | Totals | | 12,771.33 | 0.00 | 12,771.33 | 12,771.33 |
| Totals for METCO LANDSCAPE, INC. | | | <u>31,362.66</u> | <u>0.00</u> | <u>31,362.66</u> | <u>31,362.66</u> |

Roxborough Village Metropolitan District

Cash Requirement Report - Detailed

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All Dates

| GL Account | Description | Gross Open Amount | Discount Available | Net Open Amount | Cash Required |
|--------------------|--|---|-------------------------------------|--------------------|------------------|
| ROXWATERSAN | Roxborough Water & San District | | | | |
| Reference: 102500 | ACH Accounts payable - Roxborough Water & San District | Date: 09/17/18 <u>(18,878.45)</u> | | | |
| | Totals | (18,878.45) | 0.00 | (18,878.45) | 0.00 |
| Reference: 107702 | 7124611 GL AP account: 102500 Nonpotable water purchase usage - Roxborough Water & San District | Date: 10/24/18 Due date: 10/24/18 <u>94.71</u> | Discount exp date: Payment term: | | |
| | Totals | 94.71 | 0.00 | 94.71 | 94.71 |
| Reference: 107702 | 7122027 GL AP account: 102500 Nonpotable water purchase usage - Roxborough Water & San District | Date: 10/24/18 Due date: 10/24/18 <u>589.62</u> | Discount exp date: Payment term: | | |
| | Totals | 589.62 | 0.00 | 589.62 | 589.62 |
| Reference: 107702 | 7121316 GL AP account: 102500 Nonpotable water purchase usage - Roxborough Water & San District | Date: 10/24/18 Due date: 10/24/18 <u>131.81</u> | Discount exp date: Payment term: | | |
| | Totals | 131.81 | 0.00 | 131.81 | 131.81 |
| Reference: 107702 | 102518mailingins GL AP account: 102500 Nonpotable water purchase usage - Roxborough Water & San District | Date: 10/25/18 Due date: 10/25/18 <u>323.84</u> | Discount exp date: Payment term: | | |
| | Totals | 323.84 | 0.00 | 323.84 | 323.84 |
| Reference: 107702 | 7122381 GL AP account: 102500 Nonpotable water purchase usage - Roxborough Water & San District | Date: 10/25/18 Due date: 10/25/18 <u>106.69</u> | Discount exp date: Payment term: | | |
| | Totals | 106.69 | 0.00 | 106.69 | 106.69 |
| Reference: 107702 | 7122162 GL AP account: 102500 Nonpotable water purchase usage - Roxborough Water & San District | Date: 10/31/18 Due date: 10/31/18 <u>750.52</u> | Discount exp date: Payment term: | | |
| | Totals | 750.52 | 0.00 | 750.52 | 750.52 |
| | Totals for Roxborough Water & San District | <u>(16,881.26)</u> | <u>0.00</u> | <u>(16,881.26)</u> | <u>1,997.19</u> |
| SBPORTABOWL | S&B Porta Bowl Restrooms, Inc. | | | | |
| Reference: 107599 | 403536 GL AP account: 102500 Portable restrooms - S&B Porta Bowl Restrooms, Inc. | Date: 10/17/18 Due date: 10/17/18 <u>108.00</u> | Discount exp date: Payment term: | | |
| | Totals | 108.00 | 0.00 | 108.00 | 108.00 |
| Reference: 117599 | 403537 GL AP account: 112500 Portable restrooms - S&B Porta Bowl Restrooms, Inc. | Date: 10/17/18 Due date: 10/17/18 <u>108.00</u> | Discount exp date: Payment term: | | |
| | Totals | 108.00 | 0.00 | 108.00 | 108.00 |
| | Totals for S&B Porta Bowl Restrooms, Inc. | <u>216.00</u> | <u>0.00</u> | <u>216.00</u> | <u>216.00</u> |

Roxborough Village Metropolitan District

Cash Requirement Report - Detailed

43

All Dates

| GL Account | Description | Gross Open Amount | Discount Available | Net Open Amount | Cash Required |
|------------------|----------------------------------|----------------------|-----------------------|--------------------|------------------|
| UMBBANKNA | UMB Bank, NA | | | | |
| Reference: | 603800 | Date: | 10/17/18 | Discount exp date: | |
| GL AP account: | 202500 | Due date: | 10/17/18 | Payment term: | |
| 207591 | Paying agent fees - UMB Bank, NA | 300.00 | | | |
| | Totals | 300.00 | 0.00 | 300.00 | 300.00 |
| | Totals for UMB Bank, NA | <u>300.00</u> | <u>0.00</u> | <u>300.00</u> | <u>300.00</u> |
| xcel | XCEL Energy | | | | |
| Reference: | ACH | Date: | 08/23/18 | | |
| 102500 | Accounts payable - XCEL Energy | (18.57) | | | |
| | Totals | (18.57) | 0.00 | (18.57) | 0.00 |
| | Totals for XCEL Energy | <u>(18.57)</u> | <u>0.00</u> | <u>(18.57)</u> | <u>0.00</u> |
| | Company Totals | <u>34,067.15</u> | <u>0.00</u> | <u>34,067.15</u> | <u>52,964.17</u> |



Accountant's Compilation Report

Board of Directors
Roxborough Village Metropolitan District

Management is responsible for the accompanying budget of revenues, expenditures, and fund balances of Roxborough Village Metropolitan District for the year ending December 31, 2019, including the estimate of comparative information for the year ending December 31, 2018, and the actual comparative information for the year ended December 31, 2017, in the format prescribed by Colorado Revised Statutes (C.R.S.) 29-1-105 and the related summary of significant assumptions in accordance with guidelines for the presentation of a budget established by the American Institute of Certified Public Accountants (AICPA). We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the budget nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on the accompanying budget.

The budgeted results may not be achieved as there will usually be differences between the budgeted and actual results, because events and circumstances frequently do not occur as expected, and these differences may be material. We assume no responsibility to update this report for events and circumstances occurring after the date of this report.

We draw attention to the summary of significant assumptions which describe that the budget is presented in accordance with the requirements of C.R.S. 29-1-105, and is not intended to be a presentation in accordance with accounting principles generally accepted in the United States of America.

We are not independent with respect to Roxborough Village Metropolitan District.

Greenwood Village, Colorado
_____, 2018

PRELIMINARY DRAFT - SUBJECT TO REVISION

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
SUMMARY
2019 BUDGET
WITH 2017 ACTUAL AND 2018 ESTIMATED
For the Years Ended and Ending December 31,**

11/7/18

| | ACTUAL 2017 | BUDGET 2018 | ACTUAL 6/30/2018 | ESTIMATED 2018 | BUDGET 2019 |
|---|----------------|----------------|---------------------|-------------------|----------------|
| BEGINNING FUND BALANCES | \$ 2,813,128 | \$ 3,223,980 | \$ 3,261,810 | \$ 3,261,810 | \$ 3,787,179 |
| REVENUES | | | | | |
| Property taxes | 2,895,507 | 3,202,993 | 3,153,718 | 3,202,993 | 3,214,809 |
| Specific ownership tax | 317,280 | 320,300 | 161,231 | 320,300 | 321,481 |
| Interest income | 38,903 | 32,500 | 34,314 | 56,500 | 56,500 |
| Lottery proceeds | 33,768 | 32,000 | 18,098 | 32,000 | 34,000 |
| Other revenue | 2,602 | - | - | - | - |
| Sports field fees | 100 | 11,800 | 2,000 | 4,000 | 11,000 |
| Miscellaneous Income | - | 3,000 | 4,107 | 9,000 | 3,000 |
| Total revenues | 3,288,160 | 3,602,593 | 3,373,468 | 3,624,793 | 3,640,790 |
| TRANSFERS IN | 286,000 | 270,000 | - | 370,000 | 100,000 |
| Total funds available | 6,387,288 | 7,096,573 | 6,635,278 | 7,256,603 | 7,527,969 |
| EXPENDITURES | | | | | |
| General Fund | 791,178 | 980,570 | 414,168 | 799,934 | 1,087,459 |
| Debt Service Fund | 1,994,198 | 2,000,754 | 76,144 | 2,000,754 | 2,002,018 |
| Capital Projects Fund | 54,102 | 514,104 | 47,139 | 298,736 | 553,000 |
| Total expenditures | 2,839,478 | 3,495,428 | 537,451 | 3,099,424 | 3,642,477 |
| TRANSFERS OUT | 286,000 | 270,000 | - | 370,000 | 100,000 |
| Total expenditures and transfers out requiring appropriation | 3,125,478 | 3,765,428 | 537,451 | 3,469,424 | 3,742,477 |
| ENDING FUND BALANCES | \$ 3,261,810 | \$ 3,331,145 | \$ 6,097,827 | \$ 3,787,179 | \$ 3,785,492 |
| EMERGENCY RESERVE | \$ 32,700 | \$ 35,600 | \$ 29,800 | \$ 35,300 | \$ 35,500 |
| TOTAL RESERVE | \$ 32,700 | \$ 35,600 | \$ 29,800 | \$ 35,300 | \$ 35,500 |

PRELIMINARY DRAFT - SUBJECT TO REVISION

These financial statements should be read only in connection with the accompanying accountant's compilation report and summary of significant assumptions.

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
PROPERTY TAX SUMMARY INFORMATION
2019 BUDGET
WITH 2017 ACTUAL AND 2018 ESTIMATED
For the Years Ended and Ending December 31,**

11/7/18

| | ACTUAL 2017 | BUDGET 2018 | ACTUAL 6/30/2018 | ESTIMATED 2018 | BUDGET 2019 |
|-------------------------------------|----------------|----------------|---------------------|-------------------|----------------|
| ASSESSED VALUATION - Douglas | | | | | |
| Residential | \$ 54,810,320 | \$ 60,577,790 | \$ 60,577,790 | \$ 60,577,790 | \$ 61,224,420 |
| Commercial | 5,167,960 | 6,355,570 | 6,355,570 | 6,355,570 | 6,355,570 |
| State assessed | 891,500 | 947,100 | 947,100 | 947,100 | 992,700 |
| Vacant land | 1,108,310 | 641,010 | 641,010 | 641,010 | 508,460 |
| Personal property | 691,870 | 695,020 | 695,020 | 695,020 | 674,080 |
| | 62,669,960 | 69,216,490 | 69,216,490 | 69,216,490 | 69,755,230 |
| Adjustments | - | - | - | - | - |
| Certified Assessed Value | \$ 62,669,960 | \$ 69,216,490 | \$ 69,216,490 | \$ 69,216,490 | \$ 69,755,230 |
| MILL LEVY | | | | | |
| General | 12.087 | 12.087 | 12.087 | 12.087 | 12.087 |
| Debt Service | 34.000 | 34.000 | 34.000 | 34.000 | 34.000 |
| Refund and abatements | 0.129 | 0.188 | 0.188 | 0.188 | 0.000 |
| Total mill levy | 46.216 | 46.275 | 46.275 | 46.275 | 46.087 |
| PROPERTY TAXES | | | | | |
| General | \$ 757,492 | \$ 836,620 | \$ 836,620 | \$ 836,620 | \$ 843,131 |
| Debt Service | 2,130,779 | 2,353,360 | 2,353,360 | 2,353,360 | 2,371,678 |
| Refund and abatements | 8,084 | 13,013 | 13,013 | 13,013 | - |
| | 2,896,355 | 3,202,993 | 3,202,993 | 3,202,993 | 3,214,809 |
| Levied property taxes | 2,896,355 | 3,202,993 | 3,202,993 | 3,202,993 | 3,214,809 |
| Adjustments to actual/rounding | (848) | - | (49,276) | - | - |
| Budgeted property taxes | \$ 2,895,507 | \$ 3,202,993 | \$ 3,153,717 | \$ 3,202,993 | \$ 3,214,809 |
| BUDGETED PROPERTY TAXES | | | | | |
| General | \$ 759,390 | \$ 840,032 | \$ 827,109 | \$ 840,032 | \$ 843,131 |
| Debt Service | 2,136,117 | 2,362,961 | 2,326,608 | 2,362,961 | 2,371,678 |
| | \$ 2,895,507 | \$ 3,202,993 | \$ 3,153,717 | \$ 3,202,993 | \$ 3,214,809 |

PRELIMINARY DRAFT - SUBJECT TO REVISION

These financial statements should be read only in connection with the accompanying accountant's compilation report and summary of significant assumptions.

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
GENERAL FUND
2019 BUDGET
WITH 2017 ACTUAL AND 2018 ESTIMATED
For the Years Ended and Ending December 31,**

11/7/18

| | ACTUAL 2017 | BUDGET 2018 | ACTUAL 6/30/2018 | ESTIMATED 2018 | BUDGET 2019 |
|---|----------------|----------------|---------------------|-------------------|----------------|
| BEGINNING FUND BALANCE | \$ 391,596 | \$ 492,273 | \$ 403,106 | \$ 403,106 | \$ 411,505 |
| REVENUES | | | | | |
| 106320 Property taxes | 759,390 | 840,033 | 827,110 | 840,033 | 843,131 |
| 106340 Specific ownership tax | 317,280 | 320,300 | 161,231 | 320,300 | 321,481 |
| 106360 Interest income | 10,276 | 12,000 | - | 6,000 | 6,000 |
| 106500 Other revenue | 1,642 | - | - | - | - |
| 106800 Sports field fees | 100 | 11,800 | 2,000 | 4,000 | 11,000 |
| 106802 Miscellaneous Income | - | 2,000 | 4,107 | 8,000 | 2,000 |
| Total revenues | 1,088,688 | 1,186,133 | 994,448 | 1,178,333 | 1,183,612 |
| Total funds available | 1,480,284 | 1,678,406 | 1,397,554 | 1,581,439 | 1,595,117 |
| EXPENDITURES | | | | | |
| General and administrative | | | | | |
| 107000 Accounting | 32,139 | 35,000 | 21,682 | 43,000 | 45,000 |
| 107020 Auditing | 4,950 | 5,000 | 4,950 | 4,950 | 5,000 |
| 107200 County Treasurer's fee | 11,397 | 12,610 | 12,408 | 12,610 | 12,647 |
| 107250 Directors' fees | 5,900 | 7,200 | 2,800 | 8,000 | 8,000 |
| 107350 Dues and licenses | 1,624 | 1,200 | 1,059 | 1,059 | 1,200 |
| 107360 Insurance and bonds | 8,938 | 9,400 | 9,662 | 9,663 | 10,000 |
| 107440 District management | 98,465 | 80,000 | 62,065 | 94,000 | 110,000 |
| 107460 Legal services | 57,642 | 70,000 | 34,228 | 70,000 | 70,000 |
| 107480 Miscellaneous | 1,061 | 4,000 | 903 | 2,000 | 4,000 |
| 107580 Payroll taxes | 451 | 6,120 | 214 | 612 | 612 |
| 107581 Election expense | - | 7,000 | 39,533 | 40,000 | - |
| 107584 Engineering | 14,376 | 25,000 | 19,059 | 40,000 | 40,000 |
| 107800 Communications/website | - | 500 | 375 | 4,000 | 600 |
| Operations and maintenance | | | | | |
| 107594 Algae control | 4,944 | 5,040 | 1,914 | 5,040 | 5,400 |
| 107600 Foothills Park and Recreation fees | 12,528 | 15,000 | 8,846 | 15,000 | 17,500 |
| 107801 Graffiti removal/ vandalism | - | 20,000 | 1,286 | 3,000 | 10,000 |
| 107595 Landscape contract | 188,160 | 190,000 | 48,980 | 154,000 | 160,000 |
| 107804 Landscape improvement | 8,658 | 67,500 | - | 30,000 | 67,500 |
| 107593 Landscape irrigation maintenance | 83,076 | 95,000 | 11,967 | 25,000 | 95,000 |
| 107592 Landscape weed control | 50,172 | 35,000 | 18,117 | 25,000 | 35,000 |
| 107589 Mosquito control | 14,000 | 16,000 | 6,000 | 13,000 | 16,000 |
| 107702 Nonpotable water purchase usage | 75,655 | 60,000 | 12,479 | 22,000 | 75,000 |
| 107620 Open space maintenance / mitigation | - | - | - | - | 25,000 |
| 107599 Portable restrooms | 2,768 | 3,000 | 1,512 | 2,000 | 3,000 |
| 107586 Playground repairs and maintenance | 23,551 | - | - | - | 30,000 |
| 107582 Repairs and maintenance | 35,318 | 30,000 | 4,102 | 20,000 | 60,000 |
| 107610 Seasonal lights | 11,668 | 13,000 | - | 13,000 | 13,000 |
| 107802 Skate Park maintenance | - | 15,000 | - | 5,000 | 15,000 |
| 107596 Snow removal | 14,075 | 30,000 | 13,961 | 30,000 | 30,000 |
| 107597 Tree maintenance & replacement | 11,995 | 75,000 | 70,825 | 90,000 | 75,000 |
| 107701 Utilities | 17,667 | 18,000 | 5,241 | 18,000 | 18,000 |
| 107890 Contingency | - | 30,000 | - | - | 30,000 |
| Total expenditures | 791,178 | 980,570 | 414,168 | 799,934 | 1,087,459 |
| TRANSFERS OUT | | | | | |
| 107900 Transfers to other funds | 286,000 | 270,000 | - | 370,000 | 100,000 |
| Total expenditures and transfers out requiring appropriation | 1,077,178 | 1,250,570 | 414,168 | 1,169,934 | 1,187,459 |
| ENDING FUND BALANCE | \$ 403,106 | \$ 427,836 | \$ 983,386 | \$ 411,505 | \$ 407,658 |
| EMERGENCY RESERVE | \$ 32,700 | \$ 35,600 | \$ 29,800 | \$ 35,300 | \$ 35,500 |
| TOTAL RESERVE | \$ 32,700 | \$ 35,600 | \$ 29,800 | \$ 35,300 | \$ 35,500 |

PRELIMINARY DRAFT - SUBJECT TO REVISION

These financial statements should be read only in connection with the accompanying accountant's compilation report and summary of significant assumptions.

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
DEBT SERVICE FUND
2019 BUDGET
WITH 2017 ACTUAL AND 2018 ESTIMATED
For the Years Ended and Ending December 31,**

11/7/18

| | ACTUAL 2017 | BUDGET 2018 | ACTUAL 6/30/2018 | ESTIMATED 2018 | BUDGET 2019 |
|---|----------------|----------------|---------------------|-------------------|----------------|
| BEGINNING FUND BALANCE | \$ 1,296,431 | \$ 1,456,920 | \$ 1,467,937 | \$ 1,467,937 | \$ 1,880,143 |
| REVENUES | | | | | |
| Property taxes | 2,136,117 | 2,362,960 | 2,326,608 | 2,362,960 | 2,371,678 |
| Interest income | 28,627 | 20,000 | 34,314 | 50,000 | 50,000 |
| Other revenue | 960 | - | - | - | - |
| Total revenues | 2,165,704 | 2,382,960 | 2,360,922 | 2,412,960 | 2,421,678 |
| Total funds available | 3,462,135 | 3,839,880 | 3,828,859 | 3,880,897 | 4,301,821 |
| EXPENDITURES | | | | | |
| Bond interest - Series 1993 | 384,030 | 307,570 | - | 307,570 | 224,290 |
| Bond interest - Series 2014 | 95,410 | 80,084 | 40,042 | 80,084 | 64,453 |
| Bond principal - Series 2014 | 755,000 | 770,000 | - | 770,000 | 845,000 |
| Bond principal - Series 1993 | 725,000 | 800,000 | - | 800,000 | 825,000 |
| County Treasurer's fee | 32,058 | 35,400 | 34,902 | 35,400 | 35,575 |
| Contingency | - | 5,000 | - | 5,000 | 5,000 |
| Paying agent fees | 2,700 | 2,700 | 1,200 | 2,700 | 2,700 |
| Total expenditures | 1,994,198 | 2,000,754 | 76,144 | 2,000,754 | 2,002,018 |
| Total expenditures and transfers out requiring appropriation | 1,994,198 | 2,000,754 | 76,144 | 2,000,754 | 2,002,018 |
| ENDING FUND BALANCE | \$ 1,467,937 | \$ 1,839,126 | \$ 3,752,715 | \$ 1,880,143 | \$ 2,299,803 |

PRELIMINARY DRAFT - SUBJECT TO REVISION

These financial statements should be read only in connection with the accompanying accountant's compilation report and summary of significant assumptions.

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
CAPITAL PROJECTS FUND
2019 BUDGET
WITH 2017 ACTUAL AND 2018 ESTIMATED
For the Years Ended and Ending December 31,**

11/7/18

| | ACTUAL 2017 | BUDGET 2018 | ACTUAL 6/30/2018 | ESTIMATED 2018 | BUDGET 2019 |
|---|----------------|----------------|---------------------|-------------------|----------------|
| BEGINNING FUND BALANCE | \$ 1,125,101 | \$ 1,274,787 | \$ 1,390,767 | \$ 1,390,767 | \$ 1,495,531 |
| REVENUES | | | | | |
| Interest income | - | 500 | - | 500 | 500 |
| Lottery proceeds | 33,768 | 32,000 | 18,098 | 32,000 | 34,000 |
| Miscellaneous Income | - | 1,000 | - | 1,000 | 1,000 |
| Total revenues | 33,768 | 33,500 | 18,098 | 33,500 | 35,500 |
| TRANSFERS IN | | | | | |
| Transfers from other funds | 286,000 | 270,000 | - | 370,000 | 100,000 |
| Total funds available | 1,444,869 | 1,578,287 | 1,408,865 | 1,794,267 | 1,631,031 |
| EXPENDITURES | | | | | |
| General and Administrative | | | | | |
| Accounting | - | 3,000 | - | 1,500 | 3,000 |
| Contingency | - | 100,000 | - | 100,000 | 100,000 |
| District management | - | 15,000 | 163 | 5,000 | 15,000 |
| Engineering | - | 10,000 | - | 10,000 | 10,000 |
| Legal services | - | 5,000 | - | 5,000 | 5,000 |
| Master plan | - | - | - | - | 150,000 |
| Capital Projects | | | | | |
| Baseball field improvements | 38,238 | 30,000 | 22,635 | 30,000 | 10,000 |
| Capital outlay | 1,997 | - | 1,132 | 1,132 | - |
| Irrigation upgrades/replacement | 6,934 | 200,000 | 13,384 | 30,000 | 200,000 |
| Parking lot improvements | - | 30,000 | - | 15,000 | - |
| Repay developer advance | - | 61,104 | - | 61,104 | - |
| Trails/bike path | - | 15,000 | - | 5,000 | 15,000 |
| Tree replacement | - | 15,000 | - | 10,000 | 15,000 |
| Water rights enhancements | 6,933 | 30,000 | 9,825 | 25,000 | 30,000 |
| Total expenditures | 54,102 | 514,104 | 47,139 | 298,736 | 553,000 |
| Total expenditures and transfers out requiring appropriation | 54,102 | 514,104 | 47,139 | 298,736 | 553,000 |
| ENDING FUND BALANCE | \$ 1,390,767 | \$ 1,064,183 | \$ 1,361,726 | \$ 1,495,531 | \$ 1,078,031 |

PRELIMINARY DRAFT - SUBJECT TO REVISION

These financial statements should be read only in connection with the accompanying accountant's compilation report and summary of significant assumptions.

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
2019 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

50

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, 2016 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
2019 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

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Revenues - (continued)

The District's maximum Required Mill Levy for the Series 1993 Bonds is 73.031 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 10% 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.

Debt Service

Principal and interest payments in 2019 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
2019 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

52

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 Bonds

\$6,390,000 General Obligation Refunding Bonds, Series 2014, dated October 24, 2014, with interest of 2.03%. The Bonds are payable semiannually and matures December 1, 2021, and is subject to mandatory redemption at increasing amounts beginning in 2014 through 2021 in increasing amounts. The Bonds are 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.

This information is an integral part of the accompanying budget.

PRELIMINARY DRAFT - SUBJECT TO REVISION

**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 Bonds October 24, 2014 Interest Rate 2.03% Interest Paid June 1 and December 1 | | Total | | |
|------|--|-------------------|---|-------------------|---------------------|-------------------|---------------------|
| | Principal | Interest | Principal | Interest | Principal | Interest | Total |
| | | | | | | | |
| 2019 | \$ 825,000 | \$ 224,290 | \$ 845,000 | \$ 64,453 | \$ 1,670,000 | \$ 288,743 | \$ 1,958,743 |
| 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>\$ 2,154,560</u> | <u>\$ 407,414</u> | <u>\$ 3,175,000</u> | <u>\$ 141,289</u> | <u>\$ 5,329,560</u> | <u>\$ 548,703</u> | <u>\$ 5,878,263</u> |

PRELIMINARY DRAFT - SUBJECT TO REVISION

This financial information should be read only in connection with the accompanying accountant's
compilation report and summary of significant assumptions.

RESOLUTION NO. 2018-11-__

**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 2019, AND
ENDING ON THE LAST DAY OF DECEMBER 2019**

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, 2018, for its consideration; and

WHEREAS, upon due and proper notice published on November 8, 2018 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 500, 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 13, 2018, at CliftonLarsonAllen LLP, 8390 E. Crescent Parkway, Suite 300, Greenwood Village, CO 80111; 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 2019.

Section 2. That the 2019 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 13th day of November, 2018, 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: _____
Ronald Bendall, Secretary

EXHIBIT A
ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
2019 BUDGET

RESOLUTION NO. 2018-11-__

**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 2019 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 13, 2018; and

WHEREAS, the Board of Directors of the District has made provision 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 \$ _____

Debt Service Fund \$ _____

Capital Projects Fund \$ _____

APPROVED AND ADOPTED this 13th day of November, 2018, 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: _____
Ronald Bendall, Secretary

RESOLUTION NO. 2018-11-__**RESOLUTION OF THE BOARD OF DIRECTORS
OF ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
DOUGLAS COUNTY, COLORADO****A RESOLUTION LEVYING PROPERTY TAXES FOR YEAR 2018 FOR COLLECTION
IN 2019, TO HELP DEFRAY THE COSTS OF GOVERNMENT
FOR THE ROXBOROUGH VILLAGE METROPOLITAN DISTRICT,
DOUGLAS COUNTY, COLORADO,
FOR THE 2019 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 13, 2018; and

The 2018 valuation for assessment for the Roxborough Village Metropolitan District (the “District”), as certified by the Douglas County Assessor is \$ _____; and

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

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

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 2019 budget year, there is hereby levied a tax of _____ mills* upon each dollar of the total valuation for assessment of all taxable property within the District for the year 2018.

Section 2. That for the purpose of meeting all payments for bonds and interest of the District during the 2019 budget year, there is hereby levied a tax of _____ mills upon each dollar of the total valuation for assessment of all taxable property within the District for the year 2018.

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 _____ mills for refunds and abatements

APPROVED AND ADOPTED this 13th day of November, 2018, 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: _____
Ronald Bendall, Secretary

RESOLUTION NO. 2018-11-05

**A RESOLUTION OF THE BOARD OF DIRECTORS OF ROXBOROUGH VILLAGE
METROPOLITAN DISTRICT, DOUGLAS COUNTY, COLORADO, APPROVING AN
AGREEMENT WITH STRATAGEM, P.C. FOR THE
PROVISION OF AUDIT SERVICES TO THE DISTRICT FOR TAX YEAR OF 2018 TO BE
COMPLETED BEFORE JULY 15, 2019**

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 Stratagem, P.C. to provide audit services to the District in the capacity of Certified Public Accountant to the District, for the tax year of 2018 to be completed during the calendar year of 2019.

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 Stratagem, 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 13th day of November, 2018, 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: _____
Ronald Bendall, Secretary

EXHIBIT A**2019 ENGAGEMENT LETTER FOR AUDIT SERVICES FROM STRATAGEM, P.C.
CERTIFIED PUBLIC ACCOUNTANTS**



September 21, 2018

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

To whom it may concern:

We are pleased to confirm our understanding of the services we will provide Roxborough Village Metropolitan District ("the District") for the year ended December 31, 2018.

Type of Services and Investment: We will audit the general purpose financial statements of the District as of December 31, 2018. Your investment with our firm for the stated service(s) will be \$4,950.

Character of Services: Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of your accounting records and other procedures we consider necessary to enable us to express an unqualified opinion that your financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America. If our opinion is other than unqualified, we will fully discuss the reasons with you in advance.

As part of your investment, we will provide the required and/or agreed upon accounting/bookkeeping services necessary to audit the financial statements identified above. Such services will be limited to the adjustment of specific accounts identified as necessary. The performance of a bookkeeping service is deemed to be a non-attest service in our professional standards. These services will be performed in conjunction with tests of reasonableness and materiality as defined by accounting principles and auditing standards generally accepted in the United States of America. Should the necessary accounting services result in a significant modification to your investment, we will notify you immediately to discuss the proposed investment modification and submit a Change Order for your approval before the services are completed.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, direct confirmation of cash balances and/or certain other assets and liabilities by correspondence with selected banks and creditors. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters.

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. Also, we will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement whether from (a) errors, (b) fraudulent financial reporting, (c) misappropriation of assets, or (d) violations of laws or governmental regulations that are attributable to the District or to acts by management or employees acting on behalf of the District.

Because an audit is designed to provide reasonable, but not absolute, assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or government regulations that do not have a direct and material effect on the financial statements. However, we will inform you

of any material errors that come to our attention, and we will inform you of any fraudulent financial reporting or misappropriation of assets that comes to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. As auditors our responsibility 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.

Your Responsibilities: Our audit will be conducted on the basis that management, and where appropriate, those charged with governance acknowledge and understand that they have responsibility:

- a. for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States;
- b. for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error; and
- c. to provide us with
 - i. access to all information of which the District is aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation, and other matters;
 - ii. additional information that we may request from the District for the purpose of the audit; and
 - iii. unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence.

As part of our audit process, we will request from the District and where appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

You are responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and 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.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about known or suspected fraud affecting the District 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. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the District complies with applicable laws and regulations.

You are also responsible for providing us all of the information requested in a timely manner and for informing us if any requested information will be delayed, as failing to provide the requested information and/or delays in providing such information may impact Stratagem PC's services, pricing, and/or our ability to deliver the project on time.

Reportable Conditions on Internal Controls: We may make recommendations concerning your accounting system and system of internal controls. Because our engagement does not include a review and evaluation of these systems, any failures or inadequacies of your accounting records or financial statements resulting from inadequacies in these systems, or losses that you may suffer as a result, are exclusively your responsibility.

Our audit will include obtaining an understanding of internal control sufficient to plan the audit and to determine the nature, timing, and extent of audit procedures to be performed. An audit is not designed to provide assurance on internal control or to identify reportable conditions, that is, significant deficiencies in the design or operation of internal control. However, during the audit, if we become aware of such reportable conditions or ways that we believe management practices can be improved, we will communicate them to you in a separate letter.

Quality Review: The District agrees to, and hereby consents to participate in Stratagem PC's policy of Quality Review. As a part of this program, all of the major services performed under this Agreement may be reviewed by another CPA in our firm following strict rules of confidentiality or by another CPA under the American Institute of

Certified Public Accountants Peer Review Program. The price for this enhanced review is included in the professional services detailed above.

Other Services: Your investment for services not included as part of this engagement will be determined based on our standard rates or, depending on the type of engagement, will be identified and presented under a specific engagement letter for that particular service.

Service Guarantee: Our work is guaranteed to the complete satisfaction of the client. If the District is not completely satisfied with any of the services performed by Stratagem PC under this Agreement, we will, at the option of the District refund the price, modify our work, or accept a portion of said price that reflects the District's level of satisfaction. So that we may fulfill our guarantee, you agree to provide us a written explanation of your dissatisfaction within the earlier of 30 days of service delivery or the invoice date. In the absence of a timely explanation of your dissatisfaction, Stratagem PC will assume that you are satisfied with the services provided.

Conclusion of Engagement: At the conclusion of the engagement, you will be provided with a draft of the financial statements that we will review with management. Should this review result in requested modifications or changes to the information as presented, we will consider the applicability of those changes and, potentially, modify the statements accordingly.

We will not provide you with a final copy of the financial statements and report unless, or until, we have received a representation letter signed by the appropriate member of management.

Document Retention Policy: At the conclusion of this engagement, we will return to you all original records you supplied to us and any other records we deem to be part of your accounting system. Your records are the primary records for your operations and comprise the backup and support for the results of this engagement. Our records and files, including our engagement documentations, whether kept on paper or electronic media, are our property and are not a substitute for your own records. Our firm policy calls for us to destroy our engagement files and all pertinent engagement documentation after a retention period of seven years (or longer, if required by law or regulation), after which time these items will no longer be available. We are under no obligation to notify you that our records relating to the District are to be destroyed. We reserve the right to modify the retention period without notifying you. Catastrophic events or physical deterioration may result in our firm's records being unavailable before the expiration of the above retention period.

Except as set forth above, you agree that our firm may destroy paper originals and copies of any documents, including, without limitation, correspondence, agreements and representation letters, and retain only digital images thereof.

Privacy Policies and Practices: CPAs have been and continue to be bound by professional standards of confidentiality that are even more stringent than those required by law. We do not disclose any nonpublic personal information obtained in the course of our practice except as required by law. Included with this engagement letter is our U.S. Consumer Privacy Notice that explains our privacy policies and practices (see Appendix A).

Subpoena of Documents: As a result of our services to you, we may be required or requested to provide information or documents to you or a third-party in connection with governmental regulations or activities or a legal, arbitration or administrative proceeding (including grand jury investigations), in which we are not a party. You may, within the time permitted for our firm to respond to any request, initiate such legal action as you deem appropriate to protect information from discovery. If you take no action within the time permitted for us to respond or if your action does not result in a judicial order protecting us from supplying requested information, we will construe your inaction or failure as consent to comply with the request. Our efforts in complying with such requests or demands will be deemed a part of this engagement and we shall be entitled to additional compensation for our time and reimbursement for our out-of-pocket expenditures (including legal fees) in complying with such request or demand.

Data Transmission: In order to guard your nonpublic personal information, we maintain physical, electronic, and procedural safeguards that comply with our professional standards. Some of your data might be transmitted and stored electronically via systems that are not controlled by Stratagem PC - examples include but are not limited to email, use of secure portals such as ShareFile to upload and download your documents, and Adobe Sign to obtain

digital signatures. Our policies and procedures, as well as Colorado State statutes, require CPAs to only transmit personally identifiable information utilizing secure methods and we only work with established, reputable companies that have demonstrated their commitment to safeguarding your data. However, there is no guarantee that such data will not be seen by an unintended third party.

Conflicts of Interest: Although we intend to be fair and impartial toward all parties, a conflict of interest may exist between parties. Examples of these types of conflicts of interest include spouses, owners of businesses, and beneficiaries of trusts. Any information we receive from one party that may impact other party(ies) will be made known to all parties; and, for that purpose, you waive the requirements of confidentiality among yourselves and Stratagem PC.

Invoicing, Payment and Disputes: Your investment is determined based on the services we are providing and the value applied to those services. Should any matters come to our attention during the course of our work that would require a modification of your investment, we will notify you immediately.

Our invoices, including progress billings, are due upon presentation. If payment in full is not received within 60 days of the date of the invoice, you agree to pay interest at the rate of 18 percent per annum on any unpaid balance.

All disputes arising under this agreement shall be submitted to mediation. Each party shall designate an executive officer or principal empowered to resolve the dispute. In the event that the designated representatives are unable to agree on a resolution, a mediation service acceptable to both parties shall select a mediator to mediate the dispute. Each disputing party shall pay an equal percentage of the mediator's fees and expenses. No suit or arbitration proceeding shall be commenced under this agreement until at least 60 days after the mediator's first meeting with the involved parties. In the event that the dispute is required to be litigated, the court shall be authorized to assess litigation costs against any party found not to have participated in the mediation process in good faith. Our liability for any claims relating to or arising out of our performance of this agreement engagement will be limited to the lesser of any actual damages that may have been caused by our acts or omissions or the amount of the fees that you pay for these services.

Illegal Aliens: We certify that Stratagem PC 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 Stratagem PC 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 Stratagem PC 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 Stratagem PC 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 Stratagem PC will not 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 Stratagem PC obtains actual knowledge that a subcontractor performing work pursuant to this engagement letter knowingly employs or contracts with an illegal alien, Stratagem PC shall:
 - (i) notify the subcontractor and the District within three (3) days that Stratagem PC 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 Stratagem PC 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.

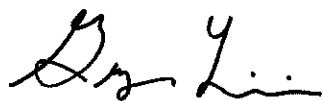
Stratagem PC shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

- E. *Duty to Comply with Investigation.* Stratagem PC 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 Stratagem PC 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.* Stratagem PC 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).

I am the principal responsible for the audit engagement. We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you agree with the terms of our engagement as described in this letter, please sign and return it to us. This letter will continue in effect until canceled by either party. Please feel free to call us with any questions you may have.

Sincerely,

STRATAGEM PC



Greg Livin, CPA, CCIFP, CGMA

RESPONSE:

This letter correctly sets forth the understanding of Roxborough Village Metropolitan District or the year ended December 31, 2018.

Signature _____

Title _____

Date _____

Please return all pages of the signed letter to Stratagem PC.

Appendix A:

U.S. Consumer Privacy Notice

FACTS: WHAT DOES STRATAGEM DO WITH YOUR PERSONAL INFORMATION?

| | |
|--------------|---|
| Why? | Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do. |
| What? | The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> ▪ Social Security number and income ▪ Account balances and transaction history ▪ Credit history and payment history ▪ Other personal and/or business information we receive to assist in providing tax and accounting services |
| How? | All financial companies need to share clients' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their clients' personal information; the reasons Stratagem chooses to share; and whether you can limit this sharing. |

| Reasons we can share your personal information | Does Stratagem share? | Can you limit this sharing? |
|---|-----------------------|-----------------------------|
| For our everyday business purposes - such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus | Yes | No |
| For our marketing purposes - to offer our products and services to you | Yes | No |
| For joint marketing with other financial companies | No | We don't share |
| For our affiliates' everyday business purposes - information about your transactions and experiences | Not applicable | We don't share |
| For our affiliates' everyday business purposes - information about your creditworthiness | Not applicable | We don't share |
| For nonaffiliates to market to you | No | We don't share |

Questions? Call 303-988-1900 or email us at contact.us@stratagemcpa.com

| | |
|---|---|
| Who we are | |
| Who is providing this notice? | Stratagem PC |
| What we do | |
| How does Stratagem protect my personal information | To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. Some of your data might be transmitted and stored electronically via systems that are not controlled by Stratagem. Examples include but are not limited to email, use of secure portals such as ShareFile to upload and download your documents, and Adobe Sign to obtain digital signatures. Our policies and procedures, as well as Colorado State statutes, require CPAs to only transmit personally identifiable information utilizing secure methods and we only work with established, reputable companies that have demonstrated their commitment to safeguarding your data. |
| How does Stratagem collect my personal information? | We collect your personal information, for example, when you <ul style="list-style-type: none"> ▪ Provide information in order to prepare your tax return ▪ Provide information in order to prepare personal or business financial statement ▪ Provide information regarding your personal or business financial matters to perform accounting, tax or consulting services |
| Why can't I limit all sharing? | Federal law gives you the right to limit only <ul style="list-style-type: none"> ▪ sharing for affiliates' everyday business purposes - information about your creditworthiness ▪ affiliates from using your information to market to you ▪ sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing.</p> |
| Definitions | |
| Affiliates | Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> ▪ Stratagem PC does not have any affiliates |
| Nonaffiliates | Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> ▪ Federal, State and local tax agencies ▪ Third party software and computer support agencies ▪ Professional and/or regulatory entities |
| Joint marketing | A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> ▪ Stratagem does not have any joint marketing agreements with nonaffiliated financial companies |



METCO LANDSCAPE, INC.

Monthly Maintenance Report for Roxborough Village Metropolitan District

Submitted by: **Bill Barr** Month of November 2018 Recipients: **Anna Jones, Public Manager**

REVIEW OF GANTTED OPERATIONS

| | |
|--|--|
| Turf | Turf has been Aerated and looks to be in a healthy state for the winter season. Last mow was October 30th |
| Shrub Beds | We will be cutting back spirea in shrub beds this month, along with cutting grasses |
| Trees | |
| Irrigation | Irrigation has been shut down the last few weeks we are still in the process of blowing out the system, we are finishing up fixing the mainline break at the intersection of Rampart and Village circle east. We will continue to look around for valves and audit the controllers we have in the field. |
| Site Policing | Site policing has been an ongoing assignment for most of the season. We have worked on being proficient as to the routing so we do not miss any trash that could overflow into the following week. Are mow bands along sidewalk paths are sequenced similar as we use mostly the same crew for the operation |
| Overall Site | As we have had almost an entire season under our direction for the site, our proficiency has gotten dialed into the entire site. A goal I want for the remainder of the season is to look further into identifying more related irrigation problems. Going in the field and finding valves, drains, and check for better Controller calibration for the Irrigation system and marking them out will be helpful for us and the District |
| Review of Operations for Upcoming Month: <i>Schedule, Gantt, special Needs, Concerns, Areas of Focus</i> | We will have the people involved with snow go over all routes related to maintaining sidewalks at a 2" trigger depth. The schedule for winter trash removal will be set for Thursdays with site policing fire dog stations and trash patrol. |

| | |
|-----------------------|------------|
| Proposal By: Barr | |
| Metco Account Manager | |
| Metco Landscape Inc. | |
| Proposal Date | 10/24/2018 |

| Job Location |
|--|
| Roxborough Village Metropolitan District |
| Rampart Range Road & Village CircleWest |

**This work does not include any modifications or repairs to the irrigation system. Any repairs will be billed at contractual T&M rates, or \$65.00/Hour plus materials if no contract is held between Metco Landscape, Inc. and the management company*

Metco Landscaping 2200 Rifle Street, Aurora, CO, 80011 Tel: (303) 421-3100
This proposal is valid for 60 days. After 60 days, pricing may need to be revised

Extra Work Proposal**10/24/2018**Total: **\$3,710.00****CONDITIONS OF CONTRACT***THESE CONDITIONS ARE A PART OF YOUR CONTRACT.***CONTRACT SPECIFICATIONS & LIMITATIONS**

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

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

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

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

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

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

GUARANTEES

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

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

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

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

TERMS OF PAYMENT/SUSPENSION OF WORK

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

CANCELLATION

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

DISPUTES

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

PHOTOGRAPHY

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

SIGNAGE

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

UTILITIES/UNKNOWN OBSTRUCTIONS

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

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

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

OWNER'S RESPONSIBILITIES

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

From: [Ray and Erin](#)
To: [Jones, Anna](#)
Cc: [Suazo, Kathy](#); [Shannon, Patrick](#)
Subject: [External] Seeding bare ground areas in Roxborough tomorrow, Monday Nov. 5
Date: Sunday, November 4, 2018 8:53:00 PM

Anna,

There are bare ground areas in areas that Ark manages that we will begin to reseed tomorrow. As grasses grow in this will help to reduce weed competition in those areas. There are several areas in and around the Roxborough Park that we will be working on tomorrow. We may also continue this work on Tuesday.

Thanks,

Ray

--

Raymond H. Sperger
Principal Ecologist and Business Manager

Ark Ecological Services, LLC
Conserving and restoring native species and landscapes for future generations
6560 Dover Street
Arvada, CO 80004

303-985-4849 (home and business)
720-224-8955 (business cell)
ersperger@gmail.com

RESOLUTION NO. 2018-11-01

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

2019 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, 2019, 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, 2019 and no later than January 15, 2019.

3. The Board directs its accountant to submit a proposed 2019 budget and draft budget message to the Board on or before October 15, 2019. 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 2019 budget year.

(c) Upon the Board enacting a resolution adopting the budget, and approving appropriations for the 2019 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, 2019, 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, 2019, and no later than March 1, 2019, 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 2018 financial statements be prepared and submitted to the Board before June 30, 2019; further, the Board directs the District Manager to file the audit with the State Auditor by July 31, 2019, 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 2018 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
Ronald E. Bendall, Secretary/Treasurer
Steven Sherman, Assistant Secretary
Edward Wagner, 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, C.R.S., the Board designates the following locations as posting places for notices of meetings: 1) Roxborough Village Primary School – 8000 Village Circle West, Littleton, CO 80125; 2) Roxborough Library – 8357 North Rampart Range Road, Suite 200, Littleton, CO 80125; and 3) Roxborough Village Intermediate School – 7370 Village Circle East, Littleton, CO 80125.

14. The Board determines to hold regular meetings on the third Tuesday of each month at 6:30 p.m. The location of the meeting will be at the Roxborough West Metro Fire Station 15, 6220 North Roxborough Park Road, Littleton, Colorado 80125. 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.

16. 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 13th day of November, 2018 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: _____
Ronald E. Bendall, Secretary

RESOLUTION NO. 2018-11-06

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 YEAR OF 2019

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 2019.

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 13th day of November, 2018, 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: _____
Ronald Bendall, Secretary

EXHIBIT A

2018 ENGAGEMENT LETTER FOR LEGAL SERVICES FROM FOLKESTAD FAZEKAS
BARRICK & PATOILE, P.C.



James B. Folkestad
 Aaron W. Barrick
 Marc C. Patoile
 Kathryn T. James
 Matthew S. Patton
 Joe D. Kinlaw
 Lauren McDaniel

Ernest F. Fazekas, II
 1947-2016

November 7, 2018

Board of Directors
 Roxborough Village Metropolitan District

RE: Roxborough Village Metropolitan District – 2019 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, 2019.

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.

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 2018, our District Billing Rates will be:

| | |
|-----------------------------|----------|
| Attorneys | \$250.00 |
| Paralegals/Legal Assistants | \$140.00 |

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. If I am not available, please feel free to contact Wendy Walden, my paralegal for District matters, or if she is not available, 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. 2018-11-07
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 2019**

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 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, is approved for renewal for calendar year of 2019. 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 13th day of November, 2018, 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: _____
Ronald Bendall, 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

RESOLUTION NO. 2018 -11-08

**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
YEAR 2019**

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 2019.

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 13th day of November, 2018, 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: _____
Ronald Bendall, Secretary

EXHIBIT A

2019 ENGAGEMENT LETTER FOR MANAGEMENT SERVICES FROM
CLIFTONLARSONALLEN, LLP



CliftonLarsonAllen LLP
 8390 East Crescent Parkway, Suite 300
 Greenwood Village, CO 80111
 303-779-5710 | fax 303-779-0348
 CLAconnect.com

November 9, 2018

Mr. Calvin Brown
 President of the Board of Directors
 Roxborough Village Metropolitan District
 8390 East Crescent Parkway, Suite 300
 Greenwood Village, CO 80111

RE: Professional Services for Roxborough Village Metropolitan District

Dear Board of Directors:

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

Bob Blodgett will be the relationship principal responsible for the engagement, assisted by Anna Jones as the District Manager. In addition to the services that we are to provide under this engagement letter, we would also be pleased to assist the District on other issues as they arise throughout the year. Any such future services are outside the scope of this engagement and their terms would be covered by a separate engagement letter.

Scope of Management Services

CLA will generally perform the following services for your district:

Board Meetings

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

Recordkeeping

- Maintain lists of persons and organizations for correspondence;
- Vendor listing as needed or requested by the Board;
- Repository of all District records.

Communications

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

Contract Administration

- Insurance administration, including risk evaluation, comparison of coverage, processing claims, completion of applications, monitoring expiration dates, processing routine written and telephone correspondence;
- Ensure all contractors and sub-contractors maintain the required insurance coverage for the District's benefit;
- Bidding, contract and construction administration and supervision of project processes assigned by the Board;
- Confer with and coordinate legal, accounting, engineering, auditing and other professional services to the District by those professionals and consultants retained by the District as directed by the Board;
- Represent the District with other entities and bodies as requested by the Board of Directors.

Document Administration

- Provide coordination and administration for the continuing revision of the District's Rules and Regulations;
- Framed aerial photographic mapping of the District, if requested;
- CliftonLarsonAllen will oversee all elections for the Board of Directors for the District in accordance with the District's Legal Documents and state election law;
- Administer any legal documents that relate to Covenant Controls and Restrictions as well as any Rules and Regulations adopted by the Board.

Billing Services to be Provided:

Customer Service

- Customer calls or emails;
- General inquiries;
- Develop payment arrangements for past due customers;
- Late notice inquiries;
- Owner/renter changes;
- Title company inquiries;
- HOA specific inquiries.

Billing

- Lockbox processing;
- Manual payments;
- Inventory analyses/processing;
- Late notice processing;
- Account adjustments;
- Customer set-ups;
- ACH oversight including payment processing and online processing;
- Monthly accounting/Financial Management Interface;
- Prepare accounts receivable report as requested by the Board.

Accounts Payable Services to be Provided:

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

In addition to these services, when, in the professional opinion of the District Manager, other services are necessary, the District Manager shall recommend the same to the Board or perform such services and report to the Board the nature of such services, the reason they were required, and the result achieved; provided however, with the exception of emergencies, that if such additional services are expected to cost more than \$1,000.00, the District Manager shall discuss such costs with the Board and receive prior authorization to perform such services. The District Manager may, with the prior approval of the Board, provide professional services and operation and maintenance services to the District in lieu of retaining consultants or contractors to provide those services.

Service satisfaction and Terms of Agreement

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

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

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

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

Fees, time estimates, and terms

Our fees for these services will be based on the time involved and the degree of responsibility and skills required, plus expenses including internal and administrative charges. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

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

| | |
|---------------------------|---------------|
| Public managers | \$150 - \$280 |
| Assistant public managers | \$120 - \$135 |
| District administrators | \$ 90 - \$120 |

As our rates change over time, we will provide an updated rate schedule.

Cost of Materials

| | |
|---------------------------------|--|
| Copy & Fax Services | \$0.15 per page of 8.5 x 11" black and white \$0.60 per page of 8.5 x 11" color |
| Envelopes | At Cost |
| Postage/postage supplies | At Cost |
| Payment Statements/Coupon Books | At Cost |
| Employee Payroll Processing | Per Quote |
| Mailing Labels | At Cost |
| Special Assessment Billing | Hourly rate |
| Welcome Packet | At Cost |

Out-of-pocket expenses such as out-of-town travel, meals, and lodging will be billed at cost and are not included in the fees quoted above. The fee estimate is based on anticipated cooperation from your personnel and their assistance with preparing requested schedules. If the requested items are not available on the dates required or are not accurate, the estimated fee for services will likely be higher. If unexpected circumstances require significant additional time, we will advise you before undertaking work that would require a substantial increase in the fee estimate.

Other fees

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

Finance charges and collection expenses

You agree that if any statement is not paid within 30 days from its billing date, the unpaid balance shall accrue interest at the monthly rate of one and one-quarter percent (1.25%), which is an annual percentage rate of 15%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable.

Municipal advisors

CliftonLarsonAllen Municipal Advisors (“CLAMA”) is a registered municipal advisor. Municipal advisor services provided by CLAMA will be covered by a separate engagement letter.

The district is not engaging CLA as a municipal advisor, and CLA is not a municipal advisor as defined in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or under Section 15B of the Securities Exchange Act of 1934 (the “Act”). CLA is not recommending an action to you, is not acting as an advisor to you, and does not owe a fiduciary duty pursuant to Section 15B of the Act to you with respect to the information and material contained in the deliverables issued under this engagement. You should discuss any information and material contained in the deliverables with any and all internal and external advisors that you deem appropriate before acting on this information or material.

Technology

CLA may, at times, use third-party software applications to perform services under this agreement. You authorize CLA to sign on your behalf any vendor agreements applicable to such software applications. CLA can provide a copy of the application agreement at your request. You acknowledge the software vendor may have access to your data.

Agreed and Accepted

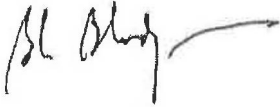
This engagement letter constitutes the entire agreement regarding services to be provided to you and will supersede all prior agreements, understandings, negotiations, and discussions between us relating to the scope of services described in this letter, whether oral or written. This agreement may be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

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

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

Sincerely,

CliftonLarsonAllen LLP

A handwritten signature in black ink, appearing to read 'Bl Blodgett', followed by a horizontal line extending to the right.

Bob Blodgett
Principal
303-265-7916
Bob.Blodgett@CLAconnect.com

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

Roxborough Village Metropolitan District

By

Title

Date

RESOLUTION NO. 2018 -11-09

**A RESOLUTION OF THE BOARD OF DIRECTORS OF ROXBOROUGH VILLAGE
METROPOLITAN DISTRICT, DOUGLAS COUNTY, COLORADO, CONTINUING
AGREEMENT WITH CLIFTONLARSONALLEN, LLP FOR PROVISION OF
ACCOUNTING SERVICES TO THE DISTRICT FOR YEAR 2019**

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 District residents to renew the Agreement with CLA for the calendar year of 2019.

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

Section 1. 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 2019. 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 13th day of November, 2018, 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: _____
Ronald Bendall, Secretary

RESOLUTION NO. 2018-11-10

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

A RESOLUTION APPROVING A BOARD ATTENDANCE POLICY

WHEREAS, pursuant to C.R.S. §32-1-905(1)(g), a Director's office is deemed vacant and if such director fails to attend three (3) consecutive regular meetings of the Board without the Board having entered upon its Minutes an approval for any additional absence or absences,;

WHEREAS the Board does not have a policy in place regarding Board member attendance at regularly scheduled Board meetings and what will constitute an excused or unexcused absence; nor does the Board have clarity on when a late arrival constitutes an absence; and,

WHEREAS the Board of Directors wishes to clarify such Board attendance requirements through adoption of a policy regarding the same.

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

1. Pursuant to CRS § 32-1-905(1)(g) absences due to temporary mental or physical disability or illness are excused absences. For all other absences the decision to excuse a Director shall be made in the discretion of the Board.
2. To be an excused absence, the Board, through its District Manager, must be notified of a planned absence seven (7) days in advance of any regularly scheduled meeting. Notice for emergency absences shall not be required in advance except for the degree to which such absent Board member can reasonably give such notice.
3. A late arrival to a meeting will be considered an absence if such arrival occurs sixty (60) minutes after the regularly scheduled meeting commences.
4. Absences due to late arrival shall result in such late Director not receiving compensation for attendance at the Board meeting.
5. Directors may attend meetings by telephone.

APPROVED and ADOPTED this 13th day of November, 2018, 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: _____
Ronald E. Bendall, Secretary

Erica Breitenstein

From: Katie James
Sent: Friday, October 26, 2018 3:23 PM
To: Riegler, Kristi K.
Cc: Balley, Brett W.; Mahoney, Robert J.; Erica Breitenstein
Subject: RE: Roxborough

Kristi,

Thank you for this information. Our Board will be pleased to hear this.

Katie James

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

From: Riegler, Kristi K. [<mailto:Kristi.Riegler@denverwater.org>]
Sent: Friday, October 26, 2018 2:37 PM
To: Katie James
Cc: Balley, Brett W.; Mahoney, Robert J.
Subject: FW: Roxborough

Katie,

Thanks for your email. Denver Water is willing to share any additional information with the District's engineers and keep them fully informed of our plans and approaches to this. We value having a good relationship with the District and do not want to do anything to jeopardize that. To that end, Denver Water plans to monitor the situation continuously. Denver Water personnel will be checking along Little Willow Creek daily for overtopping the sidewalk, flow outside the grouted spillway, or any other suspect erosion. In the event there is any damage to District property, our staff intends to remedy the situation. For instance, we are aware of three cracked sidewalk panels resulting from the culvert cleaning that we already completed, and we plan to repair that when the activity is complete. If District personnel notice any other issues, please notify us immediately through Brett Balley, copied on this email. I am also copying Bob Mahoney, our Chief of Engineering.

Thank you for your assistance with this.

Kristi Riegler, Attorney
Denver Water | t: 303-628-6477

From: Katie James <james@ffcolorado.com>
Sent: Friday, October 26, 2018 11:22 AM
To: Riegler, Kristi K. <Kristi.Riegler@denverwater.org>
Cc: Erica Breitenstein <breitenstein@ffcolorado.com>
Subject: RE: Roxborough

Thank you! Here is what I sent, apparently I wrote down "el" and not "le" in your name.

Dear Kristi,

Thank you for speaking to me by phone today. This email will follow up that conversation.

The District Board is concerned about the upcoming release of water into Little Willow Creek, planned to begin on October 29, 2018. While the District certainly does not own Little Willow Creek, it does own or maintain various parcels through the District through which the Creek runs. The District owns some parcels, and maintains others pursuant to easement and license agreements with HOA's in the District. The Board is concerned about erosion or other damage to its improvements along the Creek.

The District seeks assurance from Denver Water that if any erosion or damage is caused by the release, that Denver Water will ensure restoration or repair as necessary. I understand that your Board meeting schedule does not match the timeframe here to explore use of an IGA in this regard, but please send me any information that you can related to the Board's concerns.

Thank you,

Katie James

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

From: Riegler, Kristi K. [<mailto:Kristi.Riegler@denverwater.org>]
Sent: Friday, October 26, 2018 8:47 AM
To: Katie James
Subject: Roxborough

Hi Katie. Here is my email address.

Kristi Riegler, Attorney
Denver Water | t: 303-628-6477

From: [Katie James](#)
To: [RBendall](#); [Steve Sherman](#); [Edward Wagner](#); [Calvin Brown](#); debbieprysby@earthlink.net
Cc: [Erica Breitenstein](#); [Scott Barnett](#); [Jones, Anna](#); [Shannon, Patrick](#); [Suazo, Kathy](#)
Subject: [External] Denver Water communications
Date: Friday, October 26, 2018 4:13:03 PM

Dear all,

I have spoken to Denver Water's legal counsel about your concerns with the release into Little Willow Creek. Although they were not opposed to a written agreement to restore any erosion or repair any damage to improvements, there was simply no way to coordinate that between 2 public boards with the issues of public meetings and signing authority. We instead agreed to exchange emails that would put some kind of writing to their assurances. Please see the email string copied below and let me know (don't reply all!) any questions or concerns. Thanks and have a great weekend.

Katie,

Thanks for your email. Denver Water is willing to share any additional information with the District's engineers and keep them fully informed of our plans and approaches to this. We value having a good relationship with the District and do not want to do anything to jeopardize that. To that end, Denver Water plans to monitor the situation continuously. Denver Water personnel will be checking along Little Willow Creek daily for overtopping the sidewalk, flow outside the grouted spillway, or any other suspect erosion. In the event there is any damage to District property, our staff intends to remedy the situation. For instance, we are aware of three cracked sidewalk panels resulting from the culvert cleaning that we already completed, and we plan to repair that when the activity is complete. If District personnel notice any other issues, please notify us immediately through Brett Bailey, copied on this email. I am also copying Bob Mahoney, our Chief of Engineering.

Thank you for your assistance with this.

Kristi Riegler, Attorney
Denver Water | t: 303-628-6477

From: Katie James <james@ffcolorado.com>
Sent: Friday, October 26, 2018 11:22 AM
To: Riegler, Kristi K. <Kristi.Riegler@denverwater.org>
Cc: Erica Breitenstein <breitenstein@ffcolorado.com>
Subject: RE: Roxborough

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along the Creek.

The District seeks assurance from Denver Water that if any erosion or damage is caused by the release, that Denver Water will ensure restoration or repair as necessary. I understand that your Board meeting schedule does not match the timeframe here to explore use of an IGA in this regard, but please send me any information that you can related to the Board's concerns.

Katie James

Kathryn T. James

Attorney at Law

FOLKESTAD FAZEKAS BARRICK & PATOILE, P.C.

18 South Wilcox Street, Suite 200

Castle Rock, Colorado 80104-1909

james@ffcolorado.com

Phone: 303.688.3045

Fax: 303.688.3189



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Roxborough Village Metropolitan District
SNOW REMOVAL EXHIBIT

