

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT**  
**SPECIAL BOARD MEETING AGENDA**

**\*NOTE: given current events and current advice and directives from local, state and federal jurisdictions related to COVID-19, this meeting is being held by teleconference and virtual meeting only. Board members, consultants and members of the public may participate by teleconference or by computer/tablet by utilizing the following information:**

**URL link:**

Join Zoom Meeting

<https://us02web.zoom.us/j/88684564179?pwd=azVsZlJrc2RtWVA5L1gzWWMxcmNpZz09>

Meeting ID: 886 8456 4179

Password: 918037

Find your local number: <https://us02web.zoom.us/j/88684564179?pwd=azVsZlJrc2RtWVA5L1gzWWMxcmNpZz09>

**Board of Directors:**

Calvin Brown, President	Term Expires May 2023
Debra Prysby, Vice President	Term Expires May 2022
Ephram Glass, Treasurer	Term Expires May 2023
Edward Wagner, Secretary	Term Expires May 2022
Garry Cook, Assistant Secretary	Term Expires May 2022

**Date: June 16, 2020 (Tuesday)**

**Time: 6:00 p.m.**

**Place: VIA ZOOM**

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.

**5. CONSENT AGENDA (5 MINUTES)**

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

- A. Consider Approval of the May 19, 2020 Special Meeting Minutes (enclosed)
- B. Review and Accept the Cash Position and Property Tax Schedule (enclosed)
- C. Ratify Approval of SDA Membership Renewal – note, no in-person conference this year

6. FINANCIAL ITEMS

- A. Review and Consider Approval of 2019 Audit (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)

**DISCUSSION AGENDA**

7. ACTION ITEMS (10 MINUTES)

- A. Discussion re Pedestrian Safety on Rampart Range Road
- B. Bailey Tree Updates

8. DIRECTOR ITEMS (10 MINUTES)

- A. Fall Festival Updates – Spring Fling vs. Fall Fest
- B. Other

9. MANAGER MATTERS (30 MINUTES)

- A. Master Plan/Spillway Follow-Up (enclosed)
- B. Feasibility Study Follow-Up
- C. Community Outreach/Strategic Communications (enclosed)
- D. Special Meeting early August-Spillway and Rec Center (date TBD)
- E. Update on Toilets and Fountains
- F. Discuss Fish in Tadpole Pond
- G. Other

10. LEGAL MATTERS (10 MINUTES)

- A. Update on Jared Way Encroachments (enclosed)
- B. 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
- C. Review and Consider Approval of Services Agreement with Chavez Services LLC for Repairs ad Halley Drive and Dusk Street; Adopt Resolution Approving Services Agreement with Chavez (enclosed)
- D. Update on CAB Agreement and Project
- E. Update on Emergency Disaster Declaration
- F. Update of 14B Parcel

11. ENGINEERING MATTERS (10 MINUTES)

- A. Discussion re Request from RWSD for Possible Easements (enclosed)
- B. Update on CDR for Dugout
- C. Discussion re Western States Reclamation Work Proposal (enclosed)
  - 1. Review and Consider Approval of Resolution Approving Services Agreement with Western States Reclamation, Inc. for 2020 (enclosed)

Roxborough Village Metropolitan District

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- D. Update on Aerial Mapping and Irrigation Planning (enclosed)

12. LANDSCAPE MAINTENANCE (10 MINUTES)

- A. Metco Landscape Report – Bill Barr (enclosed)
- B. Review and Consider Approval of Proposals
  - 1. Rampart Range Road and Village Circle West - \$16,330 (enclosed)
  - 2. Spillway Area Cleanup
- C. Other

13. OTHER BUSINESS (5 MINUTES)

- A. Confirm Quorum for July 21, 2020 Special Meeting via MS Teams.

14. ADJOURNMENT

## Roxborough Village Metropolitan District

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**2020 Meeting Calendar**  
**Roxborough Library**  
**West Metro Fire Station No. 15**

**JANUARY**

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**FEBRUARY**

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**MARCH**

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**APRIL**

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**MAY**

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**JUNE**

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**JULY**

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**AUGUST**

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**SEPTEMBER**

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**OCTOBER**

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**NOVEMBER**

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**DECEMBER**

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# RECORD OF PROCEEDINGS

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

HELD

Tuesday, May 19, 2020

A special meeting of the Board of Directors of the Roxborough Village Metropolitan District (referred to hereafter as the "Board") was convened on Tuesday, May 19, 2020 at 6:00 p.m. via ZOOM. The meeting was open to the public.

### **ATTENDANCE**

#### In Attendance were Directors:

Calvin Brown  
Debra Prysby  
Ed Wagner  
Garry Cook  
Ephram Glass

#### Also in Attendance were:

Katie James, Esq.; Folkestad Fazekas Barrick & Patoile, P.C.  
Scott Barnett; Mulhern MRE Inc.  
Bill Barr; Metco Landscaping  
Steven Bailey and George Beidenstein; Bailey Tree  
Ray Sperger; Ark Ecological  
Kimberly Armitage; Denver YMCA  
Rick Stanzyk; Evolution Builders  
Todd Wenskoski; Livable Cities Studio  
Anna Jones, Janece Soendker and Andrew Williams;  
CliftonLarsonAllen LLP  
Keith Segura, Wood Hill Small Batch BBQ

### **CALL TO ORDER**

The meeting was called to order at 6:05 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 Cook, seconded by Director Wagner, and upon vote unanimously carried, the Board approved the agenda as presented.

## RECORD OF PROCEEDINGS

### **PUBLIC COMMENT and/or GUESTS**

Ray Sperger with Ark Ecological discussed additional information for two outstanding invoices the Board had previously requested. He also inquired as to the status of his 2020 contract. Ms. James indicated it had been approved at an earlier Board meeting.

Keith Segura of Wood Hill Small Batch BBQ made a request of the Board to park his food truck at the Community Park parking lot on Wednesday afternoons between 3:30 p.m. and 7:00 p.m. Ms. James noted she will provide the permit application for his completion.

### **CONSENT AGENDA**

- A. Consider Approval of the April 21, 2020, April 28, 2020 and May 7, 2020 Special Meeting Minutes
- B. Review and Accept the March 16, 2020 Cash Position and Property Tax Schedule

After review, upon a motion duly made by Director Cook, seconded by Director Prysby, and upon vote unanimously carried, the consent agenda was approved with the changes to the minutes requested by Director Brown.

### **FINANCIAL ITEMS**

- A. Review and Accept First Quarter Financials

Ms. Soendker reviewed the first quarter financials with the Board. She indicated property tax collections are consistent with previous years. Ms. Soendker stated that the District has ample reserves.

After discussion, upon a motion duly made by Director Prysby, seconded by Director Glass, and upon vote unanimously carried the Board accepted the first quarter financials.

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

Ms. Soendker reviewed the claims with the Board. After discussion, upon a motion duly made by Director Prysby, seconded by Director Glass, and upon vote unanimously carried, the Board approved current claims, approved the transfer of funds, ratified payment of autopay claims, and ratified approval of previous claims.

## RECORD OF PROCEEDINGS

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### C. Bill.com Update

Ms. Soendker provided an overview of Bill.com, noting that it is ready to be used for the next month's invoices. She noted that Director Brown is the only approver set up in the system currently, but all Board members will have access to review the invoices.

### A. Ron Bendall Send-Off and Appreciation

It was noted that both Ron Bendall and Steve Sherman were sent gifts of appreciation for their outstanding service to the Board of Directors.

### B. Fall Festival Updates

#### 1. Fireworks and DJ Status

Director Brown provided an update regarding the Fall Festival. The Board is holding off on making any decisions until the Covid-19 situation becomes clear.

### C. Town Hall Recap

#### 1. Next Steps – Frequency

The Board agreed to delay another Town Hall meeting until it can be held in person. Timing of the next Town Hall will need to be delayed until the Covid-19 situation becomes clear.

### D. New board Member Orientation

Ms. James, Ms. Jones and Ms. Soendker will conduct a new Board member orientation for Directors Glass and Cook in June.

### E. Other

None.

## **DISCUSSION AGENDA**

## **ACTION ITEMS**

## **DIRECTOR ITEMS**

## **MANAGER MATTERS**

### A. Website Updates

Ms. Jones updated the Board, noting that Directors Glass and Cook's bios and headshots are now posted on the website.

RECORD OF PROCEEDINGS

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B. Master Plan/Spillway Follow-up/Community Outreach

Ms. Armitage shared the Feasibility Plan updates with the Board, indicating the rec center survey will be live in early June. The District Newsletter will help drive traffic to the survey.

Mr. Wenskoski updated the Board on the spillway study, noting the Board input from the special meeting on May 7<sup>th</sup> has proved very helpful. He will bring updates back to the June Board meeting.

Mr. Wenskoski reviewed his 2020 work plan to implement master plan near-term goals. The Board was appreciative of his efforts.

Ms. Jones updated the Board on the Community Outreach efforts, noting an outreach specialist would be useful in the lead up to a TABOR vote. The Board asked that the potential candidate attend the June meeting.

C. Update on Park Signage

Ms. Jones updated the Board, noting that the signage has been fabricated and will be delivered to Mr. Barr for installation this week.

D. Update on Toilets and Fountains Approximate Install Date

Mr. Jones updated the Board, noting that installation is on track for late May.

E. Update on Fishing Permits

Ms. Jones updated the Board, noting significant interest in the fishing permits.

F. Discuss Request from Woodhill Small Batch BBQ Food Truck

Ms. James reviewed this with the Board, noting that she will provide Mr. Segura with the application.

G. Other

None.

## RECORD OF PROCEEDINGS

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### LEGAL MATTERS

#### A. Election Related Items

##### 1. Election of Officers

Ms. James updated the Board. After discussion, upon a motion duly made by Director Prysby, seconded by Director Glass, and upon vote unanimously carried, the Board elected the slate of officers as follows:

President: Calvin Brown  
 Vice President: Deb Prysby  
 Treasurer: Ephram Glass  
 Secretary: Ed Wagner  
 Asst. Secretary Garry Cook

#### B. Update on Jared Way Encroachments

Ms. James updated the Board, indicating the District has a strong history and policy of encroachment enforcement. She recommended offering the homeowner (currently deployed overseas) 90 days upon his return to complete the necessary work.

After further discussion, upon a motion duly made by Director Wagner, seconded by Director Cook, and upon vote unanimously carried, the Board approved a motion to allow the homeowner 90 days upon his return to address the encroachment, with the resident able to request more time if needed.

Ms. James will send a follow up letter regarding the decision.

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

No action taken.

#### D. Discuss Resident Project/Event Request Policy; Review and Consider Adoption of Resolution Implementing a Policy and Procedure for Resident and Community Request of the District

Ms. James discussed this with the Board. After discussion, upon a motion duly made by Director Cook, seconded by Director Glass, and on vote unanimously carried, the Board adopted the

## RECORD OF PROCEEDINGS

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Resolution Implementing a Policy and Procedure for Resident and Community Requests for the District.

E.    Additional Information on Various Tracts, Park  
Playground Maintenance and Replacement

Ms. James provided an overview of the playground areas and maintenance responsibilities.

After discussion, the Board agreed it would be most efficient for the District to have the maintenance responsibility of all parks in the District.

After further discussion, upon a motion duly made by Director Glass, seconded by Director Cook and upon vote unanimously carried, the Board approved creating a policy to maintain all playgrounds. Ms. James will work with Arrowhead Shores HOA to update the license agreements on the HOA tracts as needed.

F.    Discuss HOA Mapping

Ms. James reviewed this with the Board. Her office has been working with Mr. Barnett to complete the mapping.

G.    Discuss Allowable Costs for construction Contracts

Ms. James reviewed this with the Board, indicating the Western States Reclamation work would not be subject to a capital construction contract limit of \$65,000 since the work is for landscape maintenance services.

H.    Review and Approval of Cost Sharing and Reimbursement  
Agreement with Sterling Ranch CAB for Road Widening

Ms. James updated the Board on the contract negotiations with CAB. CAB made several changes to the draft contract that were not acceptable. After conferring with CAB's attorney, both counsel reached an agreement that the existing draft would be revised to include 5 more concepts. Ms. James explained the concepts and asked for the Board to approve the CAB contract conceptually but subject to the final legal approval of the language and form of contract. Director Cook motioned and Director Prysby seconded and upon vote unanimously carried, the Board approved the CAB contract subject to final legal approval.

## RECORD OF PROCEEDINGS

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### I. Discuss Request from 7752 Rampart Way

Ms. James updated the Board by providing a copy of her letter to the owner that denied the request to use the District easement area for the homeowner's private use.

### J. Update on Emergency Disaster Declaration

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

### K. Motorized Vehicles

Previously discussed.

## **ENGINEERING MATTERS**

### A. Status of Proposal for Dugout from CDR

Mr. Barnett updated the Board, indicating CDR is still obtaining pricing and will have a proposal by the June Board meeting.

### B. Discuss Monument request at Waterton

Mr. Barnett briefed the Board on a Monument sign at Waterton Road. Staff will follow up with the HOA to enter into the appropriate agreements.

### C. 7 Acres Pond Stabilization

Mr. Barnett reviewed his recommendation to complete the work in a five-year timeframe, as outlined in his Engineer Report. After discussion, the Board indicated they would like to take a slightly longer time to complete the work.

After discussion upon a motion duly made by Director Prysby, seconded by Director Brown, and upon vote unanimously carried, the Board approved Western States Reclamation to undertake a \$75,000 contract in 2020, with the intent to revisit the overall project timeline after this season.

### D. Update on Trail Replacements

After discussion, upon a motion duly made by Director Prysby, seconded by Director Wagner, and upon vote unanimously carried, the Board approved a proposal from Chavez in the

## RECORD OF PROCEEDINGS

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amount of \$44,184 for trail replacement in Filing 14B. Ms. James will follow up with the HOA attorney regarding the transfer of the tract ownership in this filing, as this would be a good time to finalize the transfer with the major work that is planned.

E. Hydrosystems KDI Irrigation Updates

Mr. Barnett noted that this is in process, noting he is waiting on the aerial imagery before embarking on the irrigation assessment.

F. Update on Sterling Ranch Redesign

Previously discussed.

G. Discuss Western States Reclamation Proposals

Discussed under Item 10.C.

### LANDSCAPE MAINTENANCE

A. Metco Landscape Report

Mr. Barr reviewed the status of landscaping work in the District.

B. Review and consider Approval of Proposals

1. Proposal for aerating and overseeding ballfields  
\$1,125

Mr. Barr reviewed the proposal with the Board. Upon a motion duly made by Director Prysby, seconded by Director Glass, and upon vote unanimously carried, the Board approved the proposal for aerating and overseeding the ballfields in the amount of \$1,125.

C. Discuss Crystal Lake Dredge and Broken Irrigation Line

Mr. Barr noted that there has been damage to an irrigation line that runs through Crystal Lake. Metco will replace the lines and Arrowhead Shores will pay for the replacements to the electrician.

D. Other

Director Prysby noted an irrigation break on Village Circle West, in the same spot as issues have occurred in years past.

## RECORD OF PROCEEDINGS

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Director Prysby noted trees were cut down along the west side of Rampart Range Road but stumps were not ground down. The management team will follow up with Bailey.

Bill Barr requested approval of a proposal for River Rock adjacent to concrete work on connector trails.

After discussion, upon a motion duly made by Director Prysby, seconded by Director Cook, and upon vote unanimously carried, the Board approved the Metco proposal for River Rock.

Mr. Barr indicated the caution tape has been removed in most of the park areas. The Board directed Mr. Barr to cease placing the caution tape on park equipment as it is torn down as soon as it is put up.

### **OTHER BUSINESS**

#### A. Confirm Quorum for June 16, 2020 Regular Meeting at the Fire Station

Upon a motion duly made by Director Cook, seconded by Director Prysby, and upon vote unanimously carried, the Board confirmed a quorum for the June 16, 2020 Regular Meeting.

### **ADJOURNMENT**

Upon a motion duly made by Director Cook, seconded by Director Prysby, Board adjourned the meeting at 8:53 p.m.

Respectfully submitted,

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

Attest:

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

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT**

**Schedule of Cash Position**

14

**March 31, 2020**

**Updated as of June 11, 2020**

	<b>General Fund</b>	<b>Debt Service Fund</b>	<b>Capital Projects Fund</b>	<b>Total</b>
<b><u>FirstBank - Checking Account</u></b>				
Balance as of 03/31/20	\$ 53,537.16	\$ -	\$ -	\$ 53,537.16
Subsequent activities:				-
04/22/20 - Check #s 1393-1403	(45,320.84)	-	(8,219.50)	(53,540.34)
04/20/20 - Transfer from Colotrust	46,780.50	-	8,219.50	55,000.00
04/28/20 - Xcel - March	20.54	-	-	20.54
04/30/20 - Roxborough Water Payment- March	(1,225.73)	-	-	(1,225.73)
04/30/20 - IREA March bills	(839.93)	-	-	(839.93)
04/30/20 - Voided Check # 1401	1,225.73	-	-	1,225.73
05/08/20 - Bill.com Verify	0.04	-	-	0.04
05/09/20 - Bill.com Verify	(0.04)	-	-	(0.04)
05/18/20 - Roxvorough Water Payment- April	(1,299.75)	-	-	(1,299.75)
05/20/20 - Transfer from Colotrust	86,550.83	1,200.00	23,249.17	111,000.00
05/21/20 - Check #s 1404-1415	(84,030.65)	(1,200.00)	(23,249.17)	(108,479.82)
05/21/20 - Void Check #1403	29.82	-	-	29.82
05/22/20 - IREA April bills	(823.25)	-	-	(823.25)
05/22/20 - Wire to Plumb Marketing, invoice# 54764	(2,044.23)	-	-	(2,044.23)
05/27/20 - Xcel - April	(20.40)	-	-	(20.40)
Anticipated ADP Payroll/taxes - Jan -April	(2,368.30)	-	-	(2,368.30)
Anticipated Payables	(100,430.73)	-	(8,013.00)	(108,443.73)
Anticipated IREA Payment - May bills	(113.66)	-	-	(113.66)
Anticipated Roxborough Water payment - May bills	(1,603.79)	-	-	(1,603.79)
Anticipated Transfer from Colotrust	103,987.00	-	8,013.00	112,000.00
<i>Anticipated Balance</i>	<u>52,010.32</u>	<u>-</u>	<u>-</u>	<u>52,010.32</u>
<b><u>Colotrust - Plus</u></b>				
Balance as of 03/31/20	719,726.31	1,536,712.97	1,776,220.34	4,032,659.62
Subsequent activities:				
04/03/20 - IREA Capital Credit Allocation	1,197.55	-	-	1,197.55
04/10/20 - March PTAX	42,945.13	27,443.98	-	70,389.11
04/20/20 - Transfer to Checking	(46,000.00)	-	(9,000.00)	(55,000.00)
04/23/20 - Douglas County Libraries Refund	75.00	-	-	75.00
04/30/20 - Interest Income	1,105.57	2,579.67	-	3,685.24
05/10/20 - April PTAX	86,902.24	65,054.19	-	151,956.43
05/18/20 - Transfer to UMB	-	(238,672.76)	-	(238,672.76)
05/22/20 - Transfer to Colotrust	(86,550.83)	(1,200.00)	(23,249.17)	(111,000.00)
05/27/20 - D/S Interest Payment	-	(23,649.50)	-	(23,649.50)
05/31/20 - Interest Income	741.71	1,730.65	-	2,472.36
Anticipated PTAX- May	79,133.74	57,697.07	-	136,830.81
Anticipated Transfer to Checking	(103,987.00)	-	(8,013.00)	(112,000.00)
<i>Anticipated Balance</i>	<u>695,289.42</u>	<u>1,427,696.27</u>	<u>1,735,958.17</u>	<u>3,858,943.86</u>
<b><u>UMB - 1993 A &amp; B Bond Fund</u></b>				
Balance as of 03/31/20	-	1,195,794.30	-	1,195,794.30
Subsequent activities:				
04/30/20 - Interest Income	-	307.57	-	307.57
05/18/20 - Transfer from Colotrust	-	238,672.76	-	238,672.76
05/31/20 - Interest Income	-	9.93	-	9.93
Anticipated D/S Interest Payment	-	(69,203.50)	-	(69,203.50)
<i>Anticipated Balance</i>	<u>-</u>	<u>1,365,581.06</u>	<u>-</u>	<u>1,365,581.06</u>
<b><u>Anticipated Balances</u></b>	<b><u>\$ 747,299.74</u></b>	<b><u>\$ 2,793,277.33</u></b>	<b><u>\$ 1,735,958.17</u></b>	<b><u>\$ 5,276,535.24</u></b>

**Yield information (as of 05/31/20):**

First Bank - 0.0%

Colotrust Plus - 0.72%

**ROXBOROUGH VILLAGE METRO DISTRICT**  
**Property Taxes Reconciliation**  
**2020**

	Current Year									Prior Year		
	Property Taxes	Delinquent Taxes, Rebates and Abatements	Specific Ownership Taxes	Interest	Treasurer's Fees	Net Amount Received	% of Total Property Taxes Received		Total Cash Received	% of Total Property Taxes Received		
							Monthly	Y-T-D		Monthly	Y-T-D	
January	\$ 36,897.20	\$ -	\$ 15,073.46	\$ -	\$ (553.44)	\$ 51,417.22	2.04%	2.04%	\$ 107,497.35	2.53%	2.53%	
February	771,470.09	-	10,716.77	-	(11,572.05)	770,614.81	42.57%	44.61%	1,366,897.70	42.52%	45.05%	
March	60,864.98	-	10,431.17	6.03	(913.07)	70,389.11	3.36%	47.97%	138,944.83	3.52%	48.57%	
April	144,308.02	-	9,813.05	-	(2,164.64)	151,956.43	7.96%	55.93%	242,363.71	6.87%	55.44%	
May	127,842.92	-	10,840.72	65.81	(1,918.64)	136,830.81	7.06%	62.99%	319,919.86	9.23%	64.67%	
June	-	-	-	-	-	-	0.00%	62.99%	1,092,289.73	33.79%	98.46%	
July	-	-	-	-	-	-	0.00%	62.99%	60,808.27	0.96%	99.42%	
August	-	-	-	-	-	-	0.00%	62.99%	40,946.33	0.35%	99.78%	
September	-	-	-	-	-	-	0.00%	62.99%	31,451.65	0.05%	99.83%	
October	-	-	-	-	-	-	0.00%	62.99%	18,662.53	-0.26%	99.57%	
November	-	-	-	-	-	-	0.00%	62.99%	26,396.63	-0.06%	99.51%	
December	-	-	-	-	-	-	0.00%	62.99%	32,171.88	0.00%	99.51%	
	\$ 1,141,383.21	\$ -	\$ 56,875.17	\$ 71.84	\$ (17,121.84)	\$ 1,181,208.38	62.99%	62.99%	\$ 3,478,350.47	99.51%	99.51%	

	Taxes Levied	% of Levied	Property Taxes Collected	% Collected to Amount Levied	Chatfield Farms
<b><u>Property Tax</u></b>					
General Fund	\$ 982,751	54.23%	\$ 619,010.94	62.99%	\$ 261,722.00
Debt Service Fund	829,326	45.77%	522,372.27	62.99%	-
	<u>\$ 1,812,077</u>	<u>100.00%</u>	<u>\$ 1,141,383.21</u>	<u>62.99%</u>	<u>\$ 261,722.00</u>
<b><u>Specific Ownership Tax</u></b>					
General Fund	\$ 163,087	100.00%	\$ 56,875.17	34.87%	
Debt Service Fund	-	0.00%	-	0.00%	
	<u>\$ 163,087</u>	<u>100.00%</u>	<u>\$ 56,875.17</u>	<u>34.87%</u>	
<b><u>Treasurer's Fees</u></b>					
General Fund	\$ 14,741	54.23%	\$ 9,285.76	62.99%	\$ 2,762.51
Debt Service Fund	12,440	45.77%	7,836.08	62.99%	-
	<u>\$ 27,181</u>	<u>100.00%</u>	<u>\$ 17,121.84</u>	<u>62.99%</u>	<u>\$ 2,762.51</u>

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

**FINANCIAL STATEMENTS AND  
SUPPLEMENTARY INFORMATION  
YEAR ENDED DECEMBER 31, 2019**

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT  
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**INSERT INDEPENDENT AUDITOR'S REPORT**

## **BASIC FINANCIAL STATEMENTS**

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT  
STATEMENT OF NET POSITION  
DECEMBER 31, 2019**

	<u>Governmental Activities</u>
<b>ASSETS</b>	
Cash and Investments	\$ 2,301,307
Cash and Investments - Restricted	2,390,062
Receivable - County Treasurer	29,154
Property Taxes Receivable	1,812,077
Prepaid Expenses	5,443
Capital Assets, Not Being Depreciated	2,605,960
Capital Assets, Net	<u>2,006,477</u>
Total Assets	<u>11,150,480</u>
<b>LIABILITIES</b>	
Accounts Payable	117,665
Accrued Bond Interest Payable	3,942
Noncurrent Liabilities:	
Due Within One Year	1,775,000
Due in More than One Year	<u>2,165,833</u>
Total Liabilities	<u>4,062,440</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>	
Deferred Property Tax Revenue	<u>1,812,077</u>
Total Deferred Inflows of Resources	<u>1,812,077</u>
<b>NET POSITION</b>	
Investment in Capital Assets	4,612,437
Restricted for:	
Emergency Reserve	35,900
Debt Service	2,350,220
Unrestricted	<u>(1,722,594)</u>
Total Net Position	<u><u>\$ 5,275,963</u></u>

See accompanying Notes to Basic Financial Statements.

(1)

**DRAFT. NO ASSURANCE IS PROVIDED ON THESE FINANCIAL STATEMENTS.**

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT  
STATEMENT OF ACTIVITIES  
YEAR ENDED DECEMBER 31, 2019**

	Expenses	Program Revenues			Net Revenues (Expenses) and Change in Net Position
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities
<b>FUNCTIONS/PROGRAMS</b>					
Primary Government:					
Governmental Activities:					
General Government	\$ 443,513	\$ -	\$ -	\$ -	\$ (443,513)
Parks	653,848	1,650	-	40,165	(612,033)
Interest and Related Costs on Long-Term Debt	339,010	-	-	-	(339,010)
Total Governmental Activities	<u>\$ 1,436,371</u>	<u>\$ 1,650</u>	<u>\$ -</u>	<u>\$ 40,165</u>	(1,394,556)
<b>GENERAL REVENUES</b>					
Property Taxes					3,198,907
Specific Ownership Taxes					321,626
Net Investment Income					122,677
Other					2,646
Total General Revenues					<u>3,645,856</u>
<b>CHANGE IN NET POSITION</b>					2,251,300
Net Position - Beginning of Year					<u>3,024,663</u>
<b>NET POSITION - END OF YEAR</b>					<u>\$ 5,275,963</u>

See accompanying Notes to Basic Financial Statements.

(2)

DRAFT. NO ASSURANCE IS PROVIDED ON THESE FINANCIAL STATEMENTS.

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
DECEMBER 31, 2019**

	General	Debt Service	Capital Projects	Totals Governmental Funds
<b>ASSETS</b>				
Cash and Investments	\$ 476,081	\$ -	\$ 1,825,226	\$ 2,301,307
Cash and Investments - Restricted	35,900	2,354,162	-	2,390,062
Receivable - County Treasurer	29,154	-	-	29,154
Property Taxes Receivable	982,751	829,326	-	1,812,077
Prepaid Expenses	5,443	-	-	5,443
Total Assets	<u>\$ 1,529,329</u>	<u>\$ 3,183,488</u>	<u>\$ 1,825,226</u>	<u>\$ 6,538,043</u>
<b>LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES</b>				
<b>LIABILITIES</b>				
Accounts Payable	\$ 91,039	\$ -	\$ 26,626	\$ 117,665
Total Liabilities	<u>91,039</u>	<u>-</u>	<u>26,626</u>	<u>117,665</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>				
Deferred Property Tax Revenue	<u>982,751</u>	<u>829,326</u>	<u>-</u>	<u>1,812,077</u>
Total Deferred Inflows of Resources	<u>982,751</u>	<u>829,326</u>	<u>-</u>	<u>1,812,077</u>
<b>FUND BALANCES</b>				
Nonspendable	5,443	-	-	5,443
Restricted for:				
Emergency Reserves	35,900	-	-	35,900
Debt Service	-	2,354,162	-	2,354,162
Assigned:				
Capital Projects	-	-	1,798,600	1,798,600
Unassigned	<u>414,196</u>	<u>-</u>	<u>-</u>	<u>414,196</u>
Total Fund Balances	<u>455,539</u>	<u>2,354,162</u>	<u>1,798,600</u>	<u>4,608,301</u>
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	<u>\$ 1,529,329</u>	<u>\$ 3,183,488</u>	<u>\$ 1,825,226</u>	
Amounts reported for governmental activities in the statement of net position are different because:				
Capital assets are reported as assets on the Statement of Net Position but are recorded as expenditures in the funds.				
Capital Assets, Not Being Depreciated				2,605,960
Capital Assets, Net				2,006,477
Long-term liabilities, including bonds payable, are not due and payable in the current period and, therefore, are not reported in the funds.				
Bonds Payable				(3,659,560)
Developer Advance Payable				(209,734)
Accrued Bond Interest Payable				(3,942)
Accrued Developer Advance Interest Payable				(71,539)
Net Position of Governmental Activities				<u>\$ 5,275,963</u>

See accompanying Notes to Basic Financial Statements.

(3)

**DRAFT. NO ASSURANCE IS PROVIDED ON THESE FINANCIAL STATEMENTS.**

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT**  
**STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES**  
**GOVERNMENTAL FUNDS**  
**YEAR ENDED DECEMBER 31, 2019**

	General	Debt Service	Capital Projects	Total Governmental Funds
<b>REVENUES</b>				
Property Taxes	\$ 838,961	\$ 2,359,946	\$ -	\$ 3,198,907
Specific Ownership Taxes	321,626	-	-	321,626
Conservation Trust Funds	-	-	40,165	40,165
Net Investment Income	29,579	93,098	-	122,677
Sports Field Revenue	1,650	-	-	1,650
Miscellaneous	2,646	-	-	2,646
Total Revenues	1,194,462	2,453,044	40,165	3,687,671
<b>EXPENDITURES</b>				
Current:				
Accounting	38,754	-	-	38,754
Audit	4,950	-	-	4,950
Communications	228	-	-	228
Community Events	16,001	-	-	16,001
County Treasurer's Fees	12,594	35,425	-	48,019
Directors' Fees	7,501	-	-	7,501
Dues and Subscriptions	1,169	-	-	1,169
Engineering	31,645	-	-	31,645
Foothills Park and Recreation Fees	20,465	-	-	20,465
Insurance and Bonds	10,143	-	-	10,143
Legal	58,560	-	-	58,560
Maintenance and Utilities - Park	451,230	-	-	451,230
Management	128,405	-	44,050	172,455
Miscellaneous	3,961	-	-	3,961
Newsletter and Postage	3,810	-	-	3,810
Payroll Tax	574	-	-	574
Repairs and Maintenance	24,330	-	-	24,330
Seasonal Lights	13,900	-	-	13,900
Snow Removal	54,118	-	-	54,118
Debt Service:				
Bond Principal	-	1,670,000	-	1,670,000
Bond Interest Expense	-	289,730	-	289,730
Paying Agent and Trustee Fees	-	2,700	-	2,700
Capital Outlay / Expenditures	-	-	133,941	133,941
Total Expenditures	882,338	1,997,855	177,991	3,058,184
<b>EXCESS OF REVENUES OVER (UNDER) EXPENDITURES</b>	312,124	455,189	(137,826)	629,487
<b>OTHER FINANCING SOURCES (USES)</b>				
Operating Transfers In	-	-	300,000	300,000
Operating Transfers Out	(300,000)	-	-	(300,000)
Total Other Financing Sources (Uses)	(300,000)	-	300,000	-
<b>NET CHANGE IN FUND BALANCES</b>	12,124	455,189	162,174	629,487
Fund Balances - Beginning of Year	443,415	1,898,973	1,636,426	3,978,814
<b>FUND BALANCES - END OF YEAR</b>	\$ 455,539	\$ 2,354,162	\$ 1,798,600	\$ 4,608,301

See accompanying Notes to Basic Financial Statements.

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT**  
**RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES**  
**IN FUND BALANCES OF THE GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES**  
**YEAR ENDED DECEMBER 31, 2019**

Net Change in Fund Balances - Governmental Funds	\$ 629,487
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Amounts reported for governmental activities in the statement of activities are different because:

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

Capital outlay	133,941
Depreciation	(170,973)

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

Current Year Bond Principal Payment	1,670,000
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Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.

Accrued Interest on Developer Advance - Change in Liability	(12,584)
Accrued Interest on Bonds - Change in Liability	1,429

Change in Net Position of Governmental Activities	\$ 2,251,300
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See accompanying Notes to Basic Financial Statements.

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE –  
BUDGET AND ACTUAL  
YEAR ENDED DECEMBER 31, 2019**

	Budget Original and Final	Actual Amounts	Variance with Final Budget Positive (Negative)
<b>REVENUES</b>			
Property Taxes	\$ 842,190	\$ 838,961	\$ (3,229)
Specific Ownership Taxes	321,122	321,626	504
Net Investment Income	6,000	29,579	23,579
Sports Field Fees	11,000	1,650	(9,350)
Miscellaneous Income	2,000	2,646	646
Total Revenues	1,182,312	1,194,462	12,150
<b>EXPENDITURES</b>			
Accounting	45,000	38,754	6,246
Audit	5,000	4,950	50
Communications	600	228	372
Community Events	-	16,001	(16,001)
Contingency	30,000	-	30,000
County Treasurer's Fees	12,633	12,594	39
Directors' Fees	8,000	7,501	499
Dues and Subscriptions	1,200	1,169	31
Engineering	40,000	31,645	8,355
Foothills Park and Recreation Fees	17,500	20,465	(2,965)
Insurance and Bonds	10,000	10,143	(143)
Legal	70,000	58,560	11,440
Maintenance and Utilities - Park	629,900	451,230	178,670
Management	110,000	128,405	(18,405)
Miscellaneous	4,000	3,961	39
Newsletter and Postage	-	3,810	(3,810)
Payroll Tax	612	574	38
Repairs and Maintenance	60,000	24,330	35,670
Seasonal Lights	13,000	13,900	(900)
Snow Removal	30,000	54,118	(24,118)
Total Expenditures	1,087,445	882,338	205,107
<b>EXCESS OF REVENUES OVER (UNDER) EXPENDITURES</b>	94,867	312,124	217,257
<b>OTHER FINANCING SOURCES (USES)</b>			
Operating Transfers Out	(100,000)	(300,000)	(200,000)
Total Other Financing Sources (Uses)	(100,000)	(300,000)	(200,000)
<b>NET CHANGE IN FUND BALANCE</b>	(5,133)	12,124	17,257
Fund Balance - Beginning of Year	411,505	443,415	31,910
<b>FUND BALANCE - END OF YEAR</b>	\$ 406,372	\$ 455,539	\$ 49,167

See accompanying Notes to Basic Financial Statements.

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT  
NOTES TO BASIC FINANCIAL STATEMENTS  
DECEMBER 31, 2019**

**NOTE 1 DEFINITION OF REPORTING ENTITY**

Roxborough Village Metropolitan District (the District), a quasi-municipal corporation and political subdivision of the State of Colorado, was organized by order and decree of the District Court of Douglas County on July 10, 1985, and is governed pursuant to provisions of the Colorado Special District Act (Title 32, Article 1, Colorado Revised Statutes). The District operates under a Service Plan approved by Douglas County on April 30, 1985, amended several time to date. The District's service area is located in Douglas County, Colorado. The District was established to provide irrigation, drainage and storm facilities, street improvements, park and recreational facilities.

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

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

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

**NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

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

**Government-Wide and Fund Financial Statements**

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

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

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

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT  
NOTES TO BASIC FINANCIAL STATEMENTS  
DECEMBER 31, 2019**

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

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

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

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

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

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. The major sources of revenue susceptible to accrual are property taxes. All other revenue items are considered to be measurable and available only when cash is received by the District. The District has determined that Developer advances are not considered as revenue susceptible to accrual. Expenditures, other than interest on long-term obligations, are recorded when the liability is incurred or the long-term obligation due.

The District reports the following major governmental funds:

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

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

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

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

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

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT  
NOTES TO BASIC FINANCIAL STATEMENTS  
DECEMBER 31, 2019**

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

**Budgets**

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

**Pooled Cash and Investments**

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

**Property Taxes**

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

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

**Capital Assets**

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

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

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT  
NOTES TO BASIC FINANCIAL STATEMENTS  
DECEMBER 31, 2019**

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

**Capital Assets (Continued)**

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

Infrastructure:	
Drainage/Irrigation Improvements	25 Years
Park and Recreation Facilities	15 to 35 Years

**Deferred Inflows of Resources**

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

**Equity**

**Net Position**

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

**Fund Balance**

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

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

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

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

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT  
NOTES TO BASIC FINANCIAL STATEMENTS  
DECEMBER 31, 2019**

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

**Equity (Continued)**

**Fund Balance (Continued)**

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

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

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

**NOTE 3 CASH AND INVESTMENTS**

Cash and investments as of December 31, 2019, are classified in the accompanying financial statements as follows:

Statement of Net Position:

Cash and Investments	\$ 2,301,307
Cash and Investments - Restricted	<u>2,390,062</u>
Total Cash and Investments	<u><u>\$ 4,691,369</u></u>

Cash and investments as of December 31, 2019, consist of the following:

Deposits with Financial Institutions	\$ 61,303
Investments	<u>4,630,066</u>
Total Cash and Investments	<u><u>\$ 4,691,369</u></u>

**Deposits with Financial Institutions**

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

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

At December 31, 2019, the District's cash deposits had a bank balance of \$63,516 and a carrying balance of \$61,303.

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT  
NOTES TO BASIC FINANCIAL STATEMENTS  
DECEMBER 31, 2019**

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

**Investments**

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

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

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

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

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

As of December 31, 2019, the District had the following investments:

<u>Investment</u>	<u>Maturity</u>	<u>Amount</u>
Colorado Local Government Liquid Asset Trust (COLOTRUST)	Weighted Average Under 60 Days	\$ 3,437,775
Morgan Stanley Institutional Liquidity Funds	Weighted Average Under 90 Days	1,192,291
Total		<u>\$ 4,630,066</u>

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT  
NOTES TO BASIC FINANCIAL STATEMENTS  
DECEMBER 31, 2019**

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

**COLOTRUST**

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

**Morgan Stanley Institutional Liquidity Funds Treasury Portfolio**

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

The fund records its investments based on amortized costs. The District records its investment in the fund using the net asset value method. There are no unfunded commitments, the redemption frequency is daily and there is no redemption notice period.

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
**DECEMBER 31, 2019**

**NOTE 4 CAPITAL ASSETS**

An analysis of the changes in capital assets for the year ended December 31, 2019 follows:

	Balance at December 31, 2018	Increases	Decreases	Balance at December 31, 2019
<b>Governmental Activities:</b>				
Capital Assets, Not Being Depreciated:				
Drainage/Irrigation Improvements	\$ 693,211	\$ -	\$ -	\$ 693,211
Landscape Median Renovation	100,762	-	-	100,762
Park and Recreation Facilities	1,123,364	-	-	1,123,364
Water Rights	658,118	7,600	-	665,718
Land	22,905	-	-	22,905
Total Capital Assets, Not Being Depreciated	2,598,360	7,600	-	2,605,960
Capital Assets, Being Depreciated:				
Drainage/Irrigation Improvements	1,107,892	-	-	1,107,892
Park and Recreation Facilities	2,744,229	121,158	-	2,865,387
Parking Lot Improvements	206,217	5,183	-	211,400
Total Capital Assets, Being Depreciated	4,058,338	126,341	-	4,184,679
Less Accumulated Depreciation For:				
Drainage/Irrigation Improvements	440,182	46,350	-	486,532
Park and Recreation Facilities	1,530,347	118,657	-	1,649,004
Parking Lot Improvements	36,700	5,966	-	42,666
Total Accumulated Depreciation	2,007,229	170,973	-	2,178,202
Total Capital Assets, Being Depreciated, Net	2,051,109	(44,632)	-	2,006,477
Governmental Activities Capital Assets, Net	<u>\$ 4,649,469</u>	<u>\$ (37,032)</u>	<u>\$ -</u>	<u>\$ 4,612,437</u>

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

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT  
NOTES TO BASIC FINANCIAL STATEMENTS  
DECEMBER 31, 2019**

**NOTE 5 LONG-TERM OBLIGATIONS**

The following is an analysis of changes in the District's long-term obligations for the year ended December 31, 2019:

	Balance - December 31, 2018	Additions	Reductions	Balance - December 31, 2019	Due Within One Year
Governmental Activities:					
General Obligation Bonds Payable:					
Series 1993B - Principal Only	\$ 2,154,560	\$ -	\$ 825,000	\$ 1,329,560	\$ 900,000
Series 2014	3,175,000	-	845,000	2,330,000	875,000
Total Bonds Payable	<u>5,329,560</u>	<u>-</u>	<u>1,670,000</u>	<u>3,659,560</u>	<u>1,775,000</u>
Developer Advance Payable:					
Principal	209,734	-	-	209,734	-
Interest	58,955	12,584	-	71,539	-
Total Developer Advance Payable	<u>268,689</u>	<u>12,584</u>	<u>-</u>	<u>281,273</u>	<u>-</u>
Total Long-Term Obligations	<u>\$ 5,598,249</u>	<u>\$ 12,584</u>	<u>\$ 1,670,000</u>	<u>\$ 3,940,833</u>	<u>\$ 1,775,000</u>

Descriptions of the bonds outstanding at December 31, 2019, are as follows:

**Series 1993 Bonds**

The bonds are payable only from the revenue from the voter approved mill levy (December 1992 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 mature December 1, 2021, and are subject to mandatory redemption at increasing amounts beginning in 2014 through 2021. The Series 2014 Bonds are not subject to optional redemption prior to maturity.

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT  
NOTES TO BASIC FINANCIAL STATEMENTS  
DECEMBER 31, 2019**

**NOTE 5 LONG-TERM OBLIGATIONS (CONTINUED)**

The District's long-term obligations will mature as follows:

<u>Year Ending December 31,</u>	<u>Governmental Activities</u>		
	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2020	\$ 1,775,000	\$ 185,706	\$ 1,960,706
2021	1,884,560	74,254	1,958,814
Total	<u>\$ 3,659,560</u>	<u>\$ 259,960</u>	<u>\$ 3,919,520</u>

At a special election held December 30, 1992, a majority of the qualified electors of the District authorized the issuance of indebtedness in an amount not to exceed \$14,000,000 at an interest rate not to exceed 10.6% per annum. As of December 31, 2019, all of the authorized debt had been issued.

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 39.500 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.

Due to the refunding of the 1993 Series B Interest Only Bonds and the 1993 Series B Interest Certificates in 2004, the District levied 10.200 mills in 2019 for collection of \$829,326 of property taxes in 2020 for debt service, which was adequate to meet the new debt service requirements for 2020.

On November 2, 2004, a majority of the qualified electors of the District authorized the issuance of indebtedness in an amount not to exceed \$10,500,000 at an interest rate not to exceed 7% per annum. As of December 31, 2019, the District had authorized but unissued indebtedness of \$475,000 for the purpose of debt refunding.

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

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT  
NOTES TO BASIC FINANCIAL STATEMENTS  
DECEMBER 31, 2019**

**NOTE 6 NET POSITION**

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

Net investment in capital assets consists of capital assets, net of accumulated depreciation and reduced by the outstanding balance of bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets. As of December 31, 2019, the District had net investment in capital assets calculated as follows:

	Governmental Activities
Investment in Capital Assets:	
Capital Assets, Net	\$ 4,612,437
Net Investment in Capital Assets	<u>\$ 4,612,437</u>

Restricted net position consists of assets that are restricted for use either externally imposed by creditors, grantors, contributors, or laws and regulations of other governments or imposed by law through constitutional provisions or enabling legislation. The District had a restricted net position as of December 31, 2019, as follows:

Emergencies	\$ 35,900
Debt Service	<u>2,350,220</u>
Total	<u>\$ 2,386,120</u>

The District has a deficit in unrestricted net position. This deficit amount was the result of the District being responsible for the repayment of bonds issued for the public improvements which were conveyed to other governmental entities and which costs were removed from the District's financial records.

**NOTE 7 INTERFUND AND OPERATING TRANSFERS**

The transfer from the General Fund to the Capital Projects Fund was made to accumulate adequate funds in the Capital Projects Fund to make future major capital asset purchases.

**NOTE 8 RISK MANAGEMENT**

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

The District is a member of the Colorado Special Districts Property and Liability Pool (Pool) as of December 31, 2019. The Pool is an organization created by intergovernmental agreement to provide property, liability, public officials' liability, boiler and machinery and workers compensation coverage to its members. Settled claims have not exceeded this coverage in any of the past three fiscal years.

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT  
NOTES TO BASIC FINANCIAL STATEMENTS  
DECEMBER 31, 2019**

**NOTE 8 RISK MANAGEMENT (CONTINUED)**

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

**NOTE 9 CONSERVATION TRUST FUND ENTITLEMENT**

The District was entitled to and received \$40,165 from the State of Colorado Lottery based upon a formula considering population within the District. The funds are restricted under the State Conservation Trust Fund statutes to acquisition, development, and maintenance of parks and recreation facilities.

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

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

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

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

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

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

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT  
NOTES TO BASIC FINANCIAL STATEMENTS  
DECEMBER 31, 2019**

**NOTE 11 INCLUSION AND REIMBURSEMENT AGREEMENT**

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

In 2012, the District accepted \$359,615 in public improvements constructed by the owner of Chatfield Farms. The District made no payment in 2019 and has not budgeted payment in 2020. At December 31, 2019, the outstanding principal was \$209,734 with accrued interest of \$71,539.

## **SUPPLEMENTARY INFORMATION**

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT  
DEBT SERVICE FUND  
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE –  
BUDGET AND ACTUAL  
YEAR ENDED DECEMBER 31, 2019**

	Budget Original and Final	Actual Amounts	Variance with Final Budget Positive (Negative)
<b>REVENUES</b>			
Property Taxes	\$ 2,369,030	\$ 2,359,946	\$ (9,084)
Net Investment Income	50,000	93,098	43,098
Total Revenues	2,419,030	2,453,044	34,014
<b>EXPENDITURES</b>			
County Treasurer's Fees	35,535	35,425	110
Bond Principal - 1993 Bonds	825,000	825,000	-
Bond Principal - 2014 Bonds	845,000	845,000	-
Interest Expense - 1993 Bonds	224,290	225,277	(987)
Interest Expense - 2014 Bonds	64,453	64,453	-
Paying Agent and Trustee Fees	2,700	2,700	-
Contingency	5,000	-	5,000
Total Expenditures	2,001,978	1,997,855	4,123
<b>NET CHANGE IN FUND BALANCE</b>	417,052	455,189	38,137
Fund Balance - Beginning of Year	1,880,143	1,898,973	18,830
<b>FUND BALANCE - END OF YEAR</b>	<u>\$ 2,297,195</u>	<u>\$ 2,354,162</u>	<u>\$ 56,967</u>

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT  
CAPITAL PROJECTS FUND  
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE –  
BUDGET AND ACTUAL  
YEAR ENDED DECEMBER 31, 2019**

	Budget Original and Final	Actual Amounts	Variance with Final Budget Positive (Negative)
<b>REVENUES</b>			
Conservation Trust Funds	\$ 34,000	\$ 40,165	\$ 6,165
Net Investment Income	500	-	(500)
Miscellaneous	1,000	-	(1,000)
Total Revenues	35,500	40,165	4,665
<b>EXPENDITURES</b>			
Accounting	3,000	-	3,000
Engineering	10,000	-	10,000
Legal	5,000	-	5,000
Management	15,000	44,050	(29,050)
Contingency	100,000	-	100,000
Capital Outlay / Expenditures:			
Baseball Field Improvements	10,000	7,618	2,382
Irrigation Upgrade/Replacement	200,000	-	200,000
Parking Lot Improvements	-	5,183	(5,183)
Trails/Bike Path	15,000	-	15,000
Tree Replacements	15,000	-	15,000
Master Plan	150,000	113,540	36,460
Water Rights Enhancements	30,000	7,600	22,400
Total Expenditures	553,000	177,991	375,009
<b>EXCESS OF REVENUES OVER (UNDER) EXPENDITURES</b>	(517,500)	(137,826)	379,674
<b>OTHER FINANCING SOURCES (USES)</b>			
Operating Transfers In	100,000	300,000	200,000
Total Other Financing Sources (Uses)	100,000	300,000	200,000
<b>NET CHANGE IN FUND BALANCE</b>	(417,500)	162,174	579,674
Fund Balance - Beginning of Year	1,495,531	1,636,426	140,895
<b>FUND BALANCE - END OF YEAR</b>	<u>\$ 1,078,031</u>	<u>\$ 1,798,600</u>	<u>\$ 720,569</u>

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

Year Ended December 31,	1993 Series B 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 Dated October 24, 2014 Interest Rate 2.03% Interest Paid June 1 and December 1		Total		
	Principal	Interest	Principal	Interest	Principal	Interest	Total
2020	\$ 900,000	\$ 138,407	\$ 875,000	\$ 47,299	\$ 1,775,000	\$ 185,706	\$ 1,960,706
2021	429,560	44,717	1,455,000	29,537	1,884,560	74,254	1,958,814
Total	<u>\$ 1,329,560</u>	<u>\$ 183,124</u>	<u>\$ 2,330,000</u>	<u>\$ 76,836</u>	<u>\$ 3,659,560</u>	<u>\$ 259,960</u>	<u>\$ 3,919,520</u>

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT**  
**SCHEDULE OF ASSESSED VALUATION, MILL LEVY, AND PROPERTY TAXES COLLECTED**  
**DECEMBER 31, 2019**

Year Ended December 31,	Prior Year Assessed Valuation for Current Year Property Tax Levy	Mills Levied		Debt Service Fund	Total Property Taxes		Percent Collected to Levied
		General Fund			Levied	Collected	
2015	\$ 53,712,330	12.380	(1)	39.300	\$ 2,775,853	\$ 2,758,741	99.38%
2016	62,429,520	12.904	(2)	35.900	3,046,810	3,028,996	99.42
2017	62,669,960	12.216	(3)	34.000	2,896,354	2,895,507	99.97
2018	69,216,490	12.275	(4)	34.000	3,202,993	3,187,309	99.51
2019	69,677,340	12.087		34.000	3,211,220	3,198,907	99.62
Estimated for the Year Ending December 31, 2020	\$ 80,194,600	12.396	(5)	10.200	\$ 1,812,077		

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

- (1) The 2015 General Fund mill levy includes 0.293 mills for refunds and abatements.
- (2) The 2016 General Fund mill levy includes 0.817 mills for refunds and abatements.
- (3) The 2017 General Fund mill levy includes 0.129 mills for refunds and abatements.
- (4) The 2018 General Fund mill levy includes 0.188 mills for refunds and abatements.
- (5) The 2020 General Fund mill levy includes 0.309 mills for refunds and abatements.

**Roxborough Village Metro District**  
**Unpaid Bills**  
**06.11.20**

Vendor	Invoice #	Open Balance
<b>ACH</b>		
Intermountain Rural Electric Association	85311000	\$ 0.46
Intermountain Rural Electric Association	25968000	0.11
Intermountain Rural Electric Association	25782000	113.09
		<u>113.66</u>
Roxborough Water & Sanitation District	7122381	105.60
Roxborough Water & Sanitation District	7122162	806.49
Roxborough Water & Sanitation District	7124611	270.30
Roxborough Water & Sanitation District	7121316	101.60
Roxborough Water & Sanitation District	7122027	319.80
		<u>1,603.79</u>
<b>Check or Epayment</b>		
Bailey Tree, LLC	7833	7,700.00
Bailey Tree, LLC	8141	10,330.00
Browns Hill Engineering & Controls, LLC	19143	278.30
CliftonLarsonAllen, LLP	2403022	30.00
CliftonLarsonAllen, LLP	2487623	3,263.07
CliftonLarsonAllen, LLP	2517810	5,772.24
CliftonLarsonAllen, LLP	2517811	20,574.71
CliftonLarsonAllen, LLP	2517811	2,557.50
Domain Listings	242-1848	228.00
Douglas County School District	35619	68.00
Folkestad Fazekas Barrick & Patoile, P.C	34356	9,149.50
Folkestad Fazekas Barrick & Patoile, P.C	33848	1,373.50
Folkestad Fazekas Barrick & Patoile, P.C	33847	543.00
Lightning Mobile Services, LLC	3435	1,040.00
Livable Cities Studio, Inc.	1338	4,912.50
LRE Water	14598	2,750.00
LRE Water	14719	2,750.00
Metco Landscape, LLC	546432	390.00
Metco Landscape, LLC	547617	520.00
Metco Landscape, LLC	547616	1,246.00
Metco Landscape, LLC	548600	5,482.00
Metco Landscape, LLC	548307	252.08
Metco Landscape, LLC	548626	536.08
Metco Landscape, LLC	548628	759.64
Metco Landscape, LLC	548898	116.00
Metco Landscape, LLC	548899	1,702.07
Metco Landscape, LLC	548627	416.80
Metco Landscape, LLC	548900	520.00
Metco Landscape, LLC	SM186655	13,797.00
Metco Landscape, LLC	547658	8,255.00
Metco Landscape, LLC	548426	855.14
United Site Services	114-10411665	137.80
United Site Services	114-10411661	137.80
		<u>108,443.73</u>
Grand Total		<u><u>\$ 110,161.18</u></u>



**Roxborough Village Metropolitan District**  
Tadpole Pond Seating and Shade Area - Concept Sketch

June 2, 2002

## **BEN KELLY**

### **PROPOSAL: ROXBOROUGH VILLAGE METRO DISTRICT FOR COMMUNITY OUTREACH AND COMMUNICATIONS**

## **BACKGROUND**

The Roxborough Village Metro District is nearing completion of a Feasibility Study for potential recreation facility. Residents of Roxborough Village have been engaged in this study through surveys and events, and additional community outreach and dialogue occurred throughout the preparation of the Roxborough Village Master Plan in 2019-2020. With the completion of the Feasibility Study, the Metro District Board wishes to expand to a robust communications program to educate residents about the potential recreation projects, and gather feedback. The communications program is intended to inform residents and use their input to determine the interest level bringing the recreation facilities concepts forward to a November 2021 election in which they may be asked to approve funding to design and build the facility and other outdoor improvements.

## **PROJECT PHASES & SERVICES**

### *Phase I: Exploration and Strategic Communications Planning (July – August)*

- Establish community outreach goals, strategies and tactics
- Prepare baseline informational materials
- Prepare preliminary calendars for communications, outreach
- Prepare messaging and positioning materials for Metro District board
- Coordinate with Metro District board and consultants on project and alignment

### *Phase II: Community Engagement*

- Support formation of an advisory or stakeholder group to inform and guide outreach process
- Liaison to Metro District Board and staff, with regular reporting
- Develop and maintain feedback and tracking databases
- Regularly updating the package of informational materials
- Support additional survey(s) to gauge community feedback

### *Phase III: Reporting Community Feedback & Assessments*

- Compile and work with stakeholders on assessing community support

## **TIMELINE**

The strategic communications and community outreach project would run up to August 2021, at which point the Metro District would make a decision on whether or not to refer a funding measure to Roxborough Village voters on the November 2021 ballot.

**BUDGET**

- Approximately 20-25 consulting hours per month from contract start (no later than July 1, 2020) through July 31, 2021. Consulting rate is \$150.00/hour.
- Total compensation not-to-exceed \$47,500.00
- Other task orders outside of the scope of work may arise during the project timeline in support of project strategies and goals. These may include informational direct mail pieces, canvassing, collateral, events and town halls.



## BEN KELLY

*Strategic Communications | Community Relations*

A strategic communications and public affairs professional with 20 years of experience in Colorado economic development, strategic communications, community relations, urban planning, and public opinion research.

Ben's communications experience centers around **land use, zoning, real estate development, transportation, infrastructure, community facilities and tax policy**. He has worked for both public-sector and private-sector clients throughout the eight-county Metro Denver area and Colorado.

Ben has had leadership roles in **community engagement and government relations** for local land use rezoning and entitlement projects throughout Colorado at both county and municipal levels, with an emphasis in challenging, complex infill settings.

He is also an experienced consultant in **audience research**, and has designed and led both qualitative and quantitative research projects that have informed policymakers, businesses and elected officials on critical community investment initiatives and projects. His research background ranges from real estate to energy, public facilities to transportation, recycling to K-12 education.

### Recent Projects

#### Urban Peak Headquarters Outreach

Urban Peak, the Denver region's only emergency shelter and comprehensive service provider for youths experiencing homelessness, is planning an innovative \$25 million mixed-use headquarters facility featuring shelter, office, and residential uses. Working with Urban Peak and an inter-disciplinary team (legal, finance, architecture, development), I successfully guided the project's first step—an application to re-zone the property—through a six-month long community and neighborhood outreach process.

#### Colfax/Mayfair Business Improvement District: Positioning, Communications & Outreach

The Colfax-Mayfair Business Improvement District needed strategic communications and outreach consulting to support their pursuit for infrastructure improvements in the City & County of Denver's competitive bonding process. I developed a comprehensive communications and outreach plan that included messaging, targeting of key audiences, and creative approaches to engage property owners and neighbors, resulting in securing the full \$20 million project funding.

#### Vail Resorts

I designed and implemented a survey among key leadership and staff at Vail Resorts across 17 resorts in seven states on community relation issues, which generated critical insights to inform the design of enterprise-wide community relations strategy.



[bwkelly1@yahoo.com](mailto:bwkelly1@yahoo.com)



[www.linkedin.com/in/benkellydenver](https://www.linkedin.com/in/benkellydenver)



303-596-5638



Denver, CO

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

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Ernest F. Fazekas, II  
1947-2016

June 12, 2020

SENT VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Robert and Laura Bingham  
7573 Jared Way  
Littleton, Colorado 80125

Re: Encroachment into a District owned open space parcel adjacent to Imperial Homes at  
Roxborough Village Filing 2  
By 7573 Jared Way, Littleton, Colorado 80125  
Lot 4, Block 1, Imperial Homes at Roxborough Village #2

Dear Mr. and Mrs. Bingham:

As you know our firm represents Roxborough Village Metropolitan District ("the District"). The District is in receipt of your letter dated April 30, 2020 whereby you explained your unavailability due to military deployment and you proposed a waiver of the encroachment of your fence into the District's open space.

The Board considered your information and request at the Board meeting that was conducted on May 19, 2020. The Board is certainly willing to extend the time period for you to bring your fence into compliance with District policy, due to your military deployment. However, the District is not able to grant a waiver of the request to remove the fence from its encroachment into District owned open space. The District has a long history of requiring property owners to comply with our policy regarding such encroachments.

As a reminder from the letter I sent to you on October 30, 2019, the District's policy is as follows:

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

The District also has Rules and Regulations that state that it is unlawful for any person "to construct, place, or maintain any kind of road, trail, structure, sign, fence, marker,

enclosure, communication equipment or other improvement within any Parks or Open Space without written approval from the District Manager.”

The Board would like to give you ninety (90) days from the time you return from deployment to move your fence to its proper place outside of District property. In a telephone call I had with you I understood that your deployment would end and you would return to Colorado in November of 2020. As such, the District would expect the fence issue to be remedied by February 1, 2021. The Board will be open to an extension if the dates of your deployment change, but you would need to notify us in that event so the Board could approve a formal extension in writing.

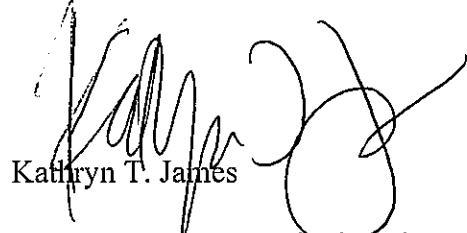
If the fence issue has not been resolved, or if you have not proposed a plan for resolution that is approved by the Board, by February 1, 2021, then the District will initiate the removal of the encroachment by the District itself and will bill you for any work involved to remedy the violation.

Please let me know if you have any questions. Otherwise, we will look toward the resolution of this matter under the terms specified herein.

Thank you in advance for your cooperation.

Sincerely,

FOLKESTAD FAZEKAS BARRICK & PATOILE, P.C.



Kathryn T. James

cc: Anna Jones, District Manager  
Scott Barnett

**RESOLUTION 2020-0\_ -\_\_\_\_**  
**OF THE BOARD OF DIRECTORS OF**  
**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT**  
**DOUGLAS COUNTY, COLORADO**

**A RESOLUTION APPROVING SERVICES AGREEMENT**  
**WITH CHAVEZ SERVICES, LLC FOR 2020**

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

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

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

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

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

APPROVED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2020, by a vote of \_\_\_\_ for and \_\_\_\_ against.

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

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

ATTEST:

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

**SCHEDULE A**

2020 Services Agreement with Chavez Services, LLC

## SERVICES AGREEMENT

**THIS SERVICES AGREEMENT** (this “Agreement”), is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between **ROXBOROUGH VILLAGE METROPOLITAN DISTRICT**, a quasi- municipal corporation and political subdivision of the State of Colorado, whose address is c/o CliftonLarsonAllen LLP, 8390 E. Crescent Parkway, Suite 300, Greenwood Village, Colorado 80111-4814 (the “District”), and **CHAVEZ SERVICES, LLC**, a Colorado Limited Liability Company, whose address is 990 S. Garrison Street, Lakewood, Colorado 80226 (the “Contractor”).

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

### CONTRACTOR INFORMATION:

Soc. Sec. or Tax I.D. #: \_\_\_\_\_  
 Telephone Number: 720-308-2926  
 Fax Number: \_\_\_\_\_  
 Contact Person: Ermilo Chavez

### IT IS HEREBY AGREED AS FOLLOWS:

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

**CONTRACT PRICE.** Subject to the provisions of the Terms and Conditions, District agrees to pay, and Contractor agrees to accept as full compensation for performing the Work, a sum not to exceed Forty-Four Thousand One Hundred Thirty-Four Dollars and 00/100 (\$44,134.00) (the “Contract Price”), for services.

#### DISTRICT:

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

#### CONTRACTOR:

**CHAVEZ SERVICES, LLC**  
 a Colorado Limited Liability Company

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

By: \_\_\_\_\_  
 Ermilo Chavez

## TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**4. INSURANCE.**

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

b. Required Coverage Amounts.

i. Workers' Compensation Insurance in accordance with applicable law.

ii. Commercial general liability insurance in the amount of \$1,000,000.00 combined single limit bodily injury and property damage, each occurrence; \$2,000,000.00 general aggregate.

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

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

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

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

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

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

**5. INDEMNIFICATION.** To the fullest extent permitted by law, Contractor shall indemnify and hold harmless District, District's Representative, District's consultants, agents and officers, from and against all claims, damages, losses, and expenses, including attorney fees, arising out of or resulting from performance of the Work under this Agreement, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, but only to the extent caused in whole or in part by the negligent acts of Contractor, Contractor's sub-contractors, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party described in this paragraph. In claims against any person or entity indemnified under this paragraph by an employee of Contractor, Contractor's sub-contractors, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by limitation on amount or type of damages, compensation, or benefits payable by or for Contractor or Contractor's sub-contractors under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts. Notwithstanding any provision to the contrary in any applicable law, District's claim for indemnification by Contractor shall not accrue, and any applicable statute of limitations shall not begin to run, until District's payment of a final judgment, arbitration award, or settlement arising out of any claim that is subject to Contractor's obligation to tender such indemnification.

**6. SAFETY.**

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

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

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

**7. CHANGE ORDER PROCEDURES.**

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

performed. The District will forego the five (5%) percent profit withholding if the Change Order suggestion originated with the Contractor and is viewed by the District as a cost-effective savings to the District.

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

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

## **8. DISPUTES.**

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

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

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

## **10. TERM.**

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

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

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

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

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

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

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

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

**14. NOTICES.** All notices must be in writing and (a) delivered personally, (b) sent by United States certified mail, postage prepaid, return receipt requested ("US Mail"), (c) placed in the custody of a nationally recognized overnight carrier for next day delivery ("Carrier"), and will be deemed effective (i) when received, if delivered personally, (ii) 4 days after deposit, if sent by US Mail, and (iii) the next business day after deposited with Carrier during business hours on a business day. All notices shall be delivered to the addresses for the parties first set forth above, or such other address as is provided by one party to the other in accordance with this paragraph.

#### **END OF TERMS AND CONDITIONS**

**EXHIBIT A**  
**DESCRIPTION OF WORK**



Estimate By: Ermilo Chavez  
990 S. Garrison St  
Lakewood, CO 80226  
Cell No. 720-308-2926

<b>Client Name / Address</b> Roxborough Village Metro District Attn: Scott Barnett P.E. 8390 E. Crescent Parkway, Suite 500 Greenwood Village, CO 80111	<b>Date:</b> 05/04/2020	<b>Estimate No.</b> E2020079R2	
	<b>Project Location:</b> Roxborough Park Various Trail Connector s Littleton, CO 80125 <b>4" Thick Concrete Option</b>		
<b>Task Description</b>	<b>Qty</b>	<b>Rate</b>	<b>Amount</b>
<b>#1 Concrete Connector</b> - includes existing asphalt saw cutting, existing asphalt removal, hauling, and disposal fees. Replace asphalt w/ 4" thick concrete x 8 ft wide trail connector, 4500 psi min. strength, reinforced with fibermesh. Also includes traffic control and mobilization.	800 sq. ft	\$ 10.50	\$ 8,400.00
<b>#2 Concrete Connector</b> - includes existing asphalt saw cutting, existing asphalt removal, hauling, and disposal fees. Replace asphalt w/ 4" thick concrete x 8 ft wide trail connector, 4500 psi min. strength, reinforced with fibermesh. Also includes traffic control and mobilization.	816 sq. ft	\$ 10.50	\$ 8,568.00
<b>#3 Concrete Connector</b> - includes existing asphalt saw cutting, existing asphalt removal, hauling, and disposal fees. Replace asphalt w/ 4" thick concrete x 8 ft wide trail connector, 4500 psi min. strength, reinforced with fibermesh. Also includes traffic control and mobilization.	864 sq. ft	\$ 10.50	\$ 9,072.00
<b>#4 Concrete Connector</b> - includes existing asphalt saw cutting, existing asphalt removal, hauling, and disposal fees. Replace asphalt w/ 4" thick concrete x 8 ft wide trail connector, 4500 psi min. strength, reinforced with fibermesh. Also includes traffic control and mobilization.	880 sq. ft	\$ 10.50	\$ 9,240.00
<b>#5 Concrete Connector</b> - includes existing asphalt saw cutting, existing asphalt removal, hauling, and disposal fees. Replace asphalt w/ 4" thick concrete x 8 ft wide trail connector, 4500 psi min. strength, reinforced with fibermesh. Also includes traffic control and mobilization.	848 sq. ft	\$ 10.50	\$ 8,904.00
<b>#6 Concrete Connector</b> - Includes existing concrete saw cutting, existing concrete removal, hauling, and disposal fees. Replace concrete w/ 4" thick concrete x 4 ft wide trail connector, 4500 psi min. strength, reinforced with fibermesh. Also includes traffic control and mobilization.	488 sq. ft	\$ 10.50	\$ 5,124.00
	<b>Total Project Estimate</b>		\$ 49,308.00
			\$ 44,184.00 ✓
<b>Estimate Notes:</b>			
1. Permitting or testing fees of any type are excluded from this estimate.			
2. All quantities are estimated. Invoicing will be based on actual quantities used or installed.			
3. Decorative landscape rock along each side of trail by Others.			
4. Bond is not included in this estimate.			
5. New base material is not included. CDOT Class 6 base material can be delivered, placed, and compacted at a rate of \$55 per ton.			
6. Over excavation can be provided at a rate of \$60/CY, includes removal off site.			

Approval Signature:

Scott Barnett

Date of Acceptance

## Suazo, Kathy

---

**From:** Jones, Anna  
**Sent:** Thursday, June 11, 2020 1:07 PM  
**To:** Scott Barnett; 'Katie James'; 'Tina Vildibill'  
**Cc:** Suazo, Kathy  
**Subject:** FW: [External] FW: RVMD Easements  
**Attachments:** Existing Utilities With Water Plan For RVMD.pdf; Water Transmission Line Replacement - Staging Areas.pdf

FYI



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

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

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

WEALTH ADVISORY | OUTSOURCING | AUDIT, TAX, AND CONSULTING



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

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**From:** Michael Gerstner <MGerstner@tstinfrastucture.com>  
**Sent:** Thursday, June 11, 2020 12:04 PM  
**To:** Jones, Anna <Anna.Jones@claconnect.com>; Barbara Biggs <Barbara@roxwater.org>; Suazo, Kathy <Kathy.Suazo@claconnect.com>  
**Cc:** Sandasherman@msn.com  
**Subject:** RE: [External] FW: RVMD Easements



**Think Security**  
 at CLA

This email originated from an external source.

Anna,

Attached is an exhibit for the proposed RWSD 24" Transmission Main Alignment that Barb mentioned about below. The proposed RWSD 24" Transmission Main would lie within RVMD's property in parcel # 2355-012-00-004 on the east side of Rampart Range Road between Village Circle East and Village Circle East.

The proposed alignment is preliminary and we are working through options and requirements with Public Service Company and others. The exhibit is our current preferred alignment. Pending obtaining all necessary approvals, there may be some adjustments required. RWSD would like to obtain a 100 ft temporary construction easement and 30 ft permanent easement from RVMD as shown in the attached exhibit.

In addition to the easement, we will need to work with RVMD on closure of the existing trail for safety of users and the contractor, replacement requirements of the existing trail, addressing impacts to the irrigation system, and any specific requirements for revegetation. We are also evaluating construction staging areas and we have some options on RVMD property. See the attached exhibit "Water Transmission Line Replacement – Staging Areas" for general location of potential options for staging areas. We have not corresponded with any other property owner yet on the staging area options.

We are working through the initial design steps to obtain approvals for the proposed installation location. We are looking for an initial acceptance so we know the currently alignment is acceptable with RVMD. As we get further along, we will finalize the exact locations as well as prepare legal descriptions for the easements and would prefer to utilize RWSD's standard easement document if possible.

Please let us know if you need additional information or have any questions.

Thank you,

Michael Gerstner, P.E.  
**TST Infrastructure, LLC**  
 61 Inverness Dr. East, Suite 100  
 Englewood, CO 80112  
 P: (303) 799-5197  
 F: (303) 768-0441

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**From:** Jones, Anna <[Anna.Jones@claconnect.com](mailto:Anna.Jones@claconnect.com)>  
**Sent:** Tuesday, June 9, 2020 6:56 PM  
**To:** Barbara Biggs <[Barbara@roxwater.org](mailto:Barbara@roxwater.org)>; Suazo, Kathy <[Kathy.Suazo@claconnect.com](mailto:Kathy.Suazo@claconnect.com)>  
**Cc:** [Sandasherman@msn.com](mailto:Sandasherman@msn.com); Michael Gerstner <[MGerstner@tstinfrastucture.com](mailto:MGerstner@tstinfrastucture.com)>  
**Subject:** RE: [External] FW: RVMD Easements

Hi Barbara – Do you have a map or additional info you can share? The Board has a meeting on June 16 and can discuss then.

Thx,  
 Anna



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

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

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

WEALTH ADVISORY | OUTSOURCING | AUDIT, TAX, AND CONSULTING



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

**From:** Barbara Biggs <[Barbara@roxwater.org](mailto:Barbara@roxwater.org)>  
**Sent:** Tuesday, June 9, 2020 8:23 AM  
**To:** Jones, Anna <[Anna.Jones@claconnect.com](mailto:Anna.Jones@claconnect.com)>  
**Cc:** [Sandasherman@msn.com](mailto:Sandasherman@msn.com); Michael Gerstner <[MGerstner@tstinfrastucture.com](mailto:MGerstner@tstinfrastucture.com)>  
**Subject:** [External] FW: RVMD Easements



**Think Security**  
at CLA

This email originated from an external source.

Anna,

Please let me know if you have any questions regarding our request for RVMD easements.

Thanks,




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**From:** Steve Sherman <[sandasherman@msn.com](mailto:sandasherman@msn.com)>  
**Sent:** Tuesday, June 9, 2020 8:16 AM  
**To:** Barbara Biggs <[Barbara@roxwater.org](mailto:Barbara@roxwater.org)>; Jones, Anna <[Anna.Jones@claconnect.com](mailto:Anna.Jones@claconnect.com)>  
**Subject:** Re: RVMD Easements

Hi Barb,

Anna Jones at CLA is our RVMD manager and would be the best one to start with - copied here.

All the best,  
 Steve

---

**From:** Barbara Biggs <[Barbara@roxwater.org](mailto:Barbara@roxwater.org)>  
**Sent:** Monday, June 8, 2020 3:46 PM  
**To:** [Sandasherman@msn.com](mailto:Sandasherman@msn.com) <[Sandasherman@msn.com](mailto:Sandasherman@msn.com)>  
**Subject:** RVMD Easements

Steve,

I'm hoping you can help me with contact information to get some information from the RVMD. RWSD has identified capacity constraints in our transmission line along Rampart Road and Village Circle East. We've identified an alignment in the open space on the east side that will limit impacts to Rampart Road and other disturbances. Could you let me know who the best person to contact to obtain easements would be?

Thanks for your help,



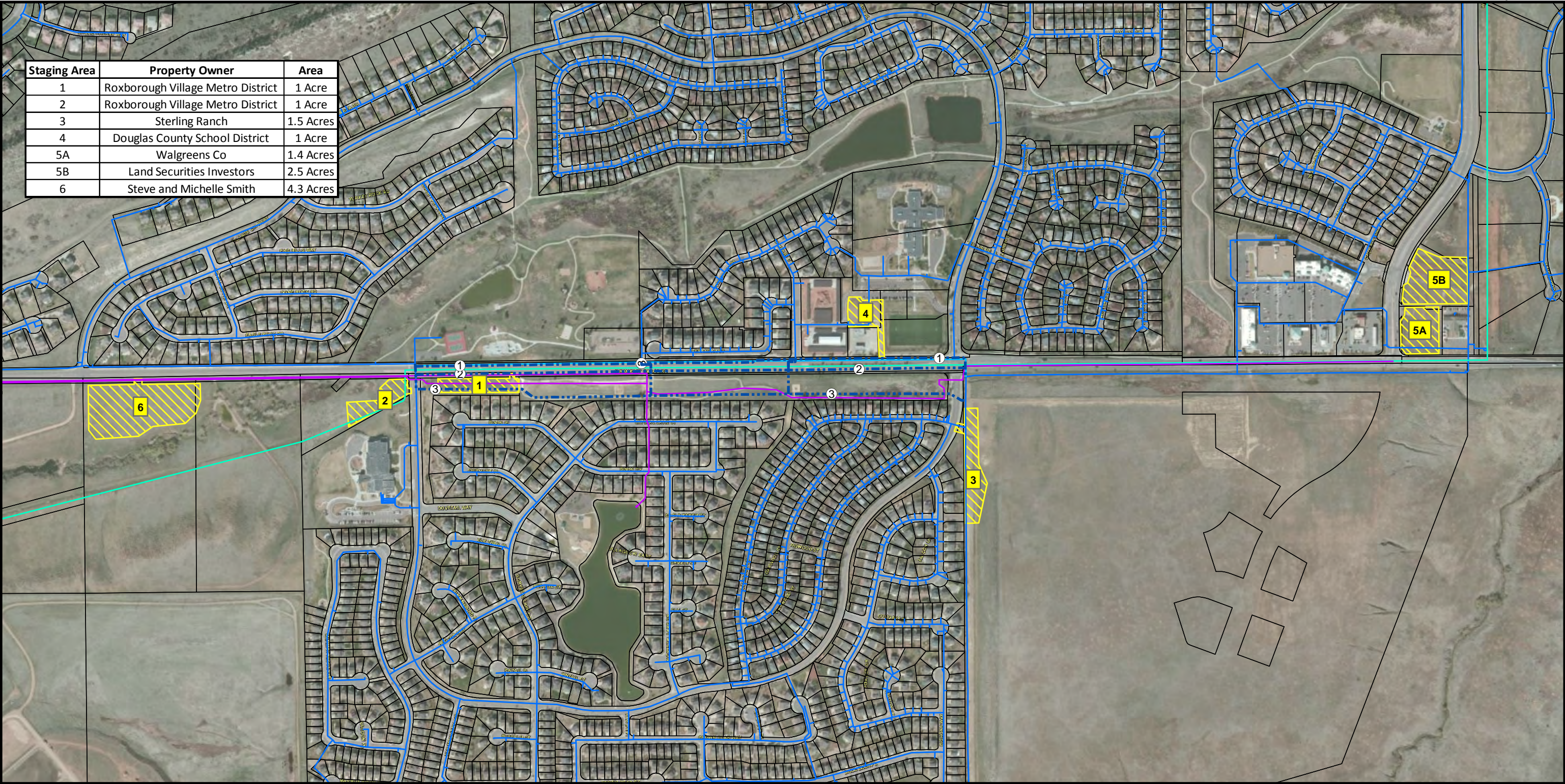
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**CliftonLarsonAllen LLP**

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Staging Area	Property Owner	Area
1	Roxborough Village Metro District	1 Acre
2	Roxborough Village Metro District	1 Acre
3	Sterling Ranch	1.5 Acres
4	Douglas County School District	1 Acre
5A	Walgreens Co	1.4 Acres
5B	Land Securities Investors	2.5 Acres
6	Steve and Michelle Smith	4.3 Acres



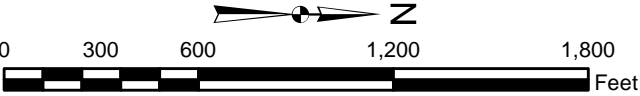
Legend


**Proposed 24" Transmission Main Option**

① ---  
② ---  
③ ---

12" Potable Water - To Be Replaced  
54 Inch Denver Water Line  
Potable Water Lines  
Irrigation Line  
Staging Area Options  
Property Boundaries

- NOTES:
- 1. EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE.
  - 2. OTHER EXISTING UTILITIES NOT SHOWN (GAS, ELECTRIC, COMMUNICATIONS).
  - 3. PROPERTY LINES FROM DC GIS SYSTEM AND ARE NOT INTENDED TO BE DEPICTED AS SURVEYED PROPERTY BOUNDARIES.



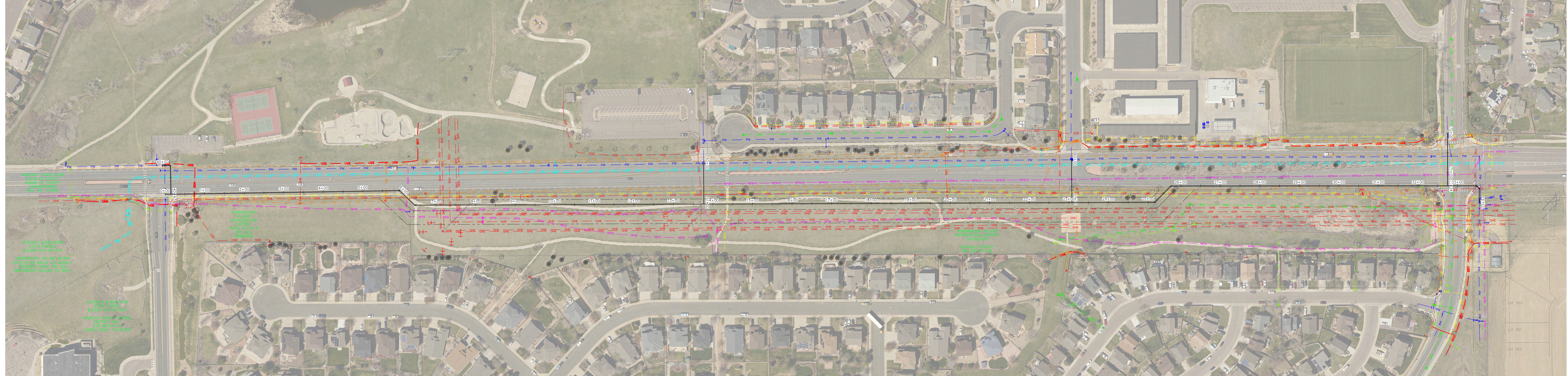
ROXBOROUGH WATER AND SANITATION DISTRICT		
 TST INFRASTRUCTURE, LLC Consulting Engineers	RAMPART RANGE TRANSMISSION MAIN REPLACEMENT	
	STAGING AREA OPTIONS	
	JOB NO. 001.379.01	DATE 3/25/2020

CONCEPTUAL

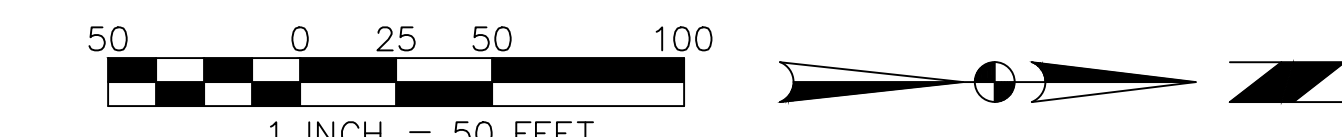
LEGEND	
PROPOSED 24" RWSD TRANSMISSION MAIN	
PROPOSED 18" RWSD TRANSMISSION MAIN	
PROPOSED 10" RWSD DISTRIBUTION MAIN	
PROPOSED 8" RWSD DISTRIBUTION MAIN	
EXISTING RWSD WATER LINE	PW
DENVER WATER 54" CONDUIT #133	PW
EXISTING RWSD SANITARY SEWER LINE	SAN
EXISTING RWSD STORM SEWER LINE	ST
EXISTING NON POTABLE WATER LINE	NPW
EXISTING NON POTABLE WATER LINE (APPROXIMATE)	NPW-0
EXISTING GAS LINE	GAS
EXISTING OVERHEAD ELECTRIC LINE	OHE
EXISTING UNDERGROUND ELECTRIC LINE	UGE
EXISTING FIBER OPTIC LINE	FO
EXISTING CABLE TV LINE	CATV
EXISTING PHONE LINE	PH
APPROXIMATE PERMANENT 30' EASEMENT BOUNDARY	
APPROXIMATE TEMPORARY 100' EASEMENT BOUNDARY	
APPROXIMATE DENVER WATER EASEMENT BOUNDARY	
UTILITY EASEMENT BOUNDARIES	
EXISTING FENCELINE	x
PROPERTY BOUNDARIES AND SITE FEATURES	

CONCEPTUAL

CONCEPTUAL




WATER LINE PLAN WITH AERIAL IMAGERY  
SCALE: 1"=50'



CONCEPTUAL

CONCEPTUAL

CONCEPTUAL

ROXBOROUGH WATER AND SANITATION DISTRICT		
 TST INFRASTRUCTURE, LLC Consulting Engineers	TRANSMISSION MAIN REPLACEMENT	
	RAMPART RANGE ROAD	
	JOB NO. 001.379.01	DATE: JUNE 2020



# WESTERN STATES RECLAMATION, INC.

3756 Imperial Street • Frederick, Colorado 80516  
(303) 833-1986 • (303) 833-4447 - Fax

<b>To:</b>	Mulhern MRE	<b>Contact:</b>	
<b>Address:</b>	2 INVERNESS DRIVE EAST, SUITE 200 Englewood, CO 80112	<b>Phone:</b>	303.649.9857
		<b>Fax:</b>	303.414.0671
<b>Project Name:</b>	Roxborough Village - Budget Estimate	<b>Bid Number:</b>	
<b>Project Location:</b>	Littleton, CO	<b>Bid Date:</b>	4/17/2020

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
01	Mobilization	1.00	EACH	\$8,330.00	\$8,330.00
02	Bank Preparation: Boulder Adjustments, Remove Fabric & Fill Voids With Aggregate	500.00	LF	\$56.25	\$28,125.00
03	Backfill Placement (Bank Cut Soil, Amended Topsoil & Aggregate)	500.00	LF	\$27.00	\$13,500.00
04	Wetland Sod Mat #2 (16.2'L X 3.2'W /Mat)	1,607.00	SF	\$8.00	\$12,856.00
05	Plug Plantings (10ci) (3' O.C.) (Bank Plantings)	310.00	EACH	\$3.80	\$1,178.00
06	Willow Cuttings (4' O.C.)	28.00	EACH	\$9.05	\$253.40
07	Plug Plantings (10ci) (Water Edge)	167.00	EACH	\$5.85	\$976.95
08	Erosion Control Blanket [Bio. Single Net Straw (6" EcoStakes)]	834.00	SY	\$3.20	\$2,668.80
09	Riparian Seeding	0.08	ACRE	\$3,750.00	\$300.00
10	Native Seed Restoration (Upper Bank And Staging) [Till] [Fine Grade] [Hydro Mulch (2500#/Acre)] [Richlawn 8-2 -4 (800#/Acre)]	0.50	ACRE	\$13,765.00	\$6,882.50

**Total Base Bid Price: \$75,070.65**

## Maintenance

Alt-01	Supplemental Watering + Weed Control	12.00	EACH	\$2,300.00	\$27,600.00
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## Notes:

- This bid is good for thirty (30) days from the bid date set forth above.
- This bid does not include a performance or payment bond. Add 1.5% for bond. Minimum of \$250.00 charge.
- WSRI was not provided with any warranty or guarantee information on this project. Therefore, other than generally accepted workmanship standards, none is expressed or implied.
- This bid is based on the attached scope of work; quantities of work beyond estimated contract amounts will be billed at the bid unit price.
- This is a complete bid and shall not be broken apart without contacting WSRI.
- This is a budget estimate for approximately 500 LF of bank restoration work. Once a full plan and approach is provided to WSRI will finalize pricing.
- These stipulations, conditions, and clarifications will be considered a part of the contract that is entered into by WSRI.

## Payment Terms:

Payment net: 30 days. Interest will be charged on delinquent payments at the rate of 1.5% per month.

<b>ACCEPTED:</b> The above prices, specifications and conditions are satisfactory and are hereby accepted.  <b>Buyer:</b> _____  <b>Signature:</b> _____  <b>Date of Acceptance:</b> _____	<b>CONFIRMED:</b> <b>Western States Reclamation, Inc.</b>  <b>Authorized Signature:</b> _____  <b>Estimator:</b> Ela Root 303-833-8825 eroot@wsreclamation.com
---	--

**RESOLUTION 2020-0\_ -\_\_\_\_**  
**OF THE BOARD OF DIRECTORS OF**  
**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT**  
**DOUGLAS COUNTY, COLORADO**

**A RESOLUTION APPROVING SERVICES AGREEMENT**  
**WITH WESTERN STATES RECLAMATION, INC FOR 2020**

The Roxborough Village Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), has received a proposal from Western States Reclamation, Inc, a Colorado company (the “Contractor”), to provide restoration of pond embankment, as more specifically described in the Services Agreement attached hereto as Schedule A (the “Agreement”); and

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

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

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

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

APPROVED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2020, by a vote of \_\_\_\_ for and \_\_\_\_ against.

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

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

ATTEST:

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

**SCHEDULE A**

2020 Services Agreement with Western States Reclamation, Inc

## SERVICES AGREEMENT

**THIS SERVICES AGREEMENT** (this “Agreement”), is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between **ROXBOROUGH VILLAGE METROPOLITAN DISTRICT**, a quasi- municipal corporation and political subdivision of the State of Colorado, whose address is c/o CliftonLarsonAllen LLP, 8390 E. Crescent Parkway, Suite 300, Greenwood Village, Colorado 80111-4814 (the “District”), and **WESTERN STATES RECLAMATION, INC.**, a Colorado Company, whose address is 3756 Imperial Street, Frederick, Colorado 80516 (the “Contractor”).

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

### CONTRACTOR INFORMATION:

Soc. Sec. or Tax I.D. #:	_____
Telephone Number:	(303) 833-1986
Fax Number:	(303) 833-4447
Contact Person:	Joe Schneider, Project Manager

### IT IS HEREBY AGREED AS FOLLOWS:

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

**CONTRACT PRICE.** Subject to the provisions of the Terms and Conditions, District agrees to pay, and Contractor agrees to accept as full compensation for performing the Work, a sum not to exceed Seventy-Five Thousand Seventy Dollars and 65/100 (\$75,070.65) (the “Contract Price”), for services.

**TERMS:** Exhibit A payment terms are replaced with Section 1 payment of the terms and conditions herein.

### DISTRICT:

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

### CONTRACTOR:

**WESTERN STATES RECLAMATION, INC**  
a Colorado Company

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

By: \_\_\_\_\_  
Joe Schneider, Project Manager

## TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**4. INSURANCE.**

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

b. Required Coverage Amounts.

i. Workers' Compensation Insurance in accordance with applicable law.

ii. Commercial general liability insurance in the amount of \$1,000,000.00 combined single limit bodily injury and property damage, each occurrence; \$2,000,000.00 general aggregate.

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

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

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

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

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

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

**5. INDEMNIFICATION.** To the fullest extent permitted by law, Contractor shall indemnify and hold harmless District, District's Representative, District's consultants, agents and officers, from and against all claims, damages, losses, and expenses, including attorney fees, arising out of or resulting from performance of the Work under this Agreement, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, but only to the extent caused in whole or in part by the negligent acts of Contractor, Contractor's sub-contractors, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party described in this paragraph. In claims against any person or entity indemnified under this paragraph by an employee of Contractor, Contractor's sub-contractors, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by limitation on amount or type of damages, compensation, or benefits payable by or for Contractor or Contractor's sub-contractors under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts. Notwithstanding any provision to the contrary in any applicable law, District's claim for indemnification by Contractor shall not accrue, and any applicable statute of limitations shall not begin to run, until District's payment of a final judgment, arbitration award, or settlement arising out of any claim that is subject to Contractor's obligation to tender such indemnification.

## **6. SAFETY.**

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

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

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

## **7. CHANGE ORDER PROCEDURES.**

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

performed. The District will forego the five (5%) percent profit withholding if the Change Order suggestion originated with the Contractor and is viewed by the District as a cost-effective savings to the District.

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

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

## **8. DISPUTES.**

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

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

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

## **10. TERM.**

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

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

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

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

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

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

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

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

**14. NOTICES.** All notices must be in writing and (a) delivered personally, (b) sent by United States certified mail, postage prepaid, return receipt requested ("US Mail"), (c) placed in the custody of a nationally recognized overnight carrier for next day delivery ("Carrier"), and will be deemed effective (i) when received, if delivered personally, (ii) 4 days after deposit, if sent by US Mail, and (iii) the next business day after deposited with Carrier during business hours on a business day. All notices shall be delivered to the addresses for the parties first set forth above, or such other address as is provided by one party to the other in accordance with this paragraph.

**END OF TERMS AND CONDITIONS**

**EXHIBIT A**  
**DESCRIPTION OF WORK**



Eagle Rd

Coyote Pl

Eagle Ct

Crystal Lake Dr

Crystal Lake Dr

N Crystal Lake Dr

N Crystal Lake Dr

N Crystal Lake Dr

N Crystal Lake Dr

Coyote Pl

Village Cir E

Village Cir E

S Crystal Lake Dr

Crystal Lake Dr

Way

S Crystal Lake Dr

Red Fox Ct

Full Factory Offroad

S Crystal Lake Dr

Google

S Crystal Lake Dr

S Crystal Lake Dr

Pintail Ct

Pintail Ct

Way



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June 10, 2020

Scott Barnett  
Roxborough Village Metro District  
188 Inverness Drive West, Suite 150  
Englewood, Colorado 80112

**Re: Irrigation System Design Services  
Roxborough Community Park**

Dear Scott,

On behalf of HydroSystems•KDI, I am pleased to submit the attached proposal to provide irrigation system design services for the Littleton site. We appreciate this opportunity to provide you with this workscope that I feel addresses the project needs based on my review of the site.

We would assume standard irrigation practices for spraying the sod and drip in shrub bed applications. Our proposal is broken down as follows: 1) Construction Document. 2) Bid period services and Construction Observation services (optional). We will design the irrigation based on the current regulations and requirements of City of Littleton and client. Let me know if these do not look right and I will revisit our fees.

I have also included construction period services as part of this proposal. If you do not need these services for this project, they can be deleted from our scope of work.

Please review the attached proposal and let me know if you feel it needs any modifications.

Again, thank you for this opportunity to provide you with this proposal and if I can be of any additional service please don't hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "JLK", with a long horizontal flourish extending to the right.

John Keesen  
Principal

JLK:jl原因:attachments  
C0610 – Roxborough Community Park

***Proposed Scope of Services***

***Final Irrigation System Design***

**Proposed Services:**

Meetings - HydroSystems●KDI shall meet with Roxborough Village Metro District, as required, to properly coordinate all aspects of the final irrigation system design and bid package preparation.

Site Water Analysis - The main hydraulic component in irrigation system design is the identification of the water requirements to irrigate the site. HydroSystems●KDI will determine the irrigation water needs on a seasonal and peak season flow basis utilizing historical weather data for the Littleton area. This information will be utilized to verify the required size the irrigation tap to make sure it is adequate for the build-out of the site.

Irrigation Construction Documents - HydroSystems●KDI will prepare irrigation construction drawings for the project. Drawings will be prepared with consideration for topography, exposure, landscape types, activity scheduling, and maintenance practices for the site. Deliverables: Construction Documents will be submitted to Roxborough Village Metro District for review and comment at a 100% level. Final bid set will be prepared from 100% submittal comments (two submittals total).

- Construction Documents: We will furnish irrigation plans at 100% level for review and comments, Final construction documents will be completed with all comments addressed from the review plans. We will assist in City of Littleton submittals, if required/needed.

Irrigation Construction Details - HydroSystems●KDI will prepare final irrigation system construction details to accurately depict design intent. Final details will be included in all progress submittals to Roxborough Village Metro District.

Project Specifications - HydroSystems●KDI will prepare all required sections of technical specifications for the project.

**Final Design Products:**

Final construction package coordination meetings (as required)  
Point of connection verification  
Irrigation construction documents (CD)  
Irrigation system details  
Technical specifications

**Proposed Final Design Fee:**

100% Construction Documents - Eight Thousand Seven Hundred Seventy Five Dollars (\$ 8,775.00) Billed Lump Sum

***Proposed Scope of Services***

***Construction Observation Services***

**Proposed Services:**

Addendum and Phone Conversation Documentation - HydroSystems●KDI shall address all Contractor questions during the bid process and issue addendum if required. All phone conversations with Contractors will be documented and provided to Roxborough Village Metro District prior to bid opening.

Shop Drawing and Submittal Review - HydroSystems●KDI shall review, and approve if acceptable, all shop drawing and material submittals that pertain to the irrigation system.

Site Visits - HydroSystems●KDI will visit the site approximately two-times during construction to ensure that work is being performed per drawings and specifications. A site report will be generated and distributed to all concerned parties.

Preliminary Acceptance Walk-through - HydroSystems●KDI will schedule and conduct a preliminary irrigation system walk-through with the Contractor and Roxborough Village Metro District. A punchlist will be generated and distributed to all concerned parties. A final walk-through will be scheduled only if requested to ensure that all punchlist items have been addressed and corrected.

**Construction Period Products:**

Phone consultation during bid period  
Addenda (if required)  
Review of shop drawings and equipment submittals  
Site visits (1) during construction  
Preliminary irrigation system walk-through (2nd visit)

**Proposed Construction Period Fee:**

Construction Observation - One Thousand Nine Hundred Fifty Dollars (\$ 1,950.00) Billed Hourly, Not to Exceed.

**Irrigation System Design**

**Proposed Scope of Services Summary**

Not included in the listed fee schedule, are costs for direct expenses. Items such as plotting, reproductions and delivery services will be invoiced as incurred on detailed progress billings not to exceed the figures below. This proposal has anticipated supplying Roxborough Village Metro District with bond plots and pdf's at each review level submittal and the final bid set.

**Fee Summary:**

100% Construction Documents	\$ 8,775.00
Printing/Plotting Expense	<u>\$ 100.00</u>
<b>Proposal Total</b>	<b>\$ 8,875.00</b>
Construction Observation	\$ 1,950.00 (optional)

Fees stated are for only those services indicated within this proposal. Additional services, including the preparation of multiple bid packages, will be negotiated or provided on an hourly basis.

**Hourly Rates:**

Principal	\$ 130.00 per hour
Senior Associate	\$ 115.00 per hour
Associate	\$ 105.00 per hour
Field Personnel	\$ 95.00 per hour

HydroSystems●KDI will require the following base information from Roxborough Village Metro District.

- a. Architectural drawings indicating all existing or proposed site improvements.
- b. Final grading plan indicating existing and proposed site grading conditions with 2' contour lines.
- c. Utility as-built plans, including all water and sewer information.
- d. AutoCAD files of site base information.
- e. Irrigation As-built plans, if available.

**General Conditions:**

1. This agreement is based on the understanding that the Client will proceed with the project in an expeditious manner from acceptance of contract terms. If the project is delayed more than six (6) months from the start of work, it is understood and agreed that the standard hourly rates and the Total Fee may be subject to change requiring a new agreement.
2. Request to perform tasks, acceptance of documents or knowledge by the Client or Client's Representative of work being performed constitutes acceptance of the Scope of Work, Fees Schedule, Agreement Qualifications, Terms and Conditions and Additional Services provisions as identified in this proposal.
3. Included in above fees, HydroSystems●KDI will plan on 2 submittals per plan set, additional revisions task or if limits of work change for each project above the stated 2 submittals will be invoiced on an hourly bases, invoice work on a submittal basis based on percentage of work complete. Included in the 2 submittals are minor revisions based on client or City comments, at no charge.

***Irrigation System Design***

***Proposed Scope of Services Summary***

**TERMS AND CONDITIONS**

**A. Standard Terms**

4. HydroSystems●KDI will invoice work on a submittal basis based on percentage of work complete.
5. Billing for each task may be less or more than the fee for each task if limits of work change for each project area.
6. Expenses, including but not limited to printing costs, mileage and other miscellaneous project costs, will be billed in addition to the fixed fee at cost plus 10%. Mileage will be reimbursed at the Federal Government allowable rate.
7. Client agrees to pay all invoiced fees and costs within 30 days of billing.
8. Payment will not be subject to the approval of the project and/or the cash flow status of the project.
9. Past due invoices shall be assessed a 1.5% late charge for each month past due. In the event fees and/or costs are not paid when due, Client agrees to pay all costs of collection including reasonable attorney's fees.
10. HydroSystems●KDI may stop work on the project if fees are not paid, and reserves the right to file liens or utilize other legal methods to secure payment.
11. The fees indicated herein are based on the applicable jurisdictional codes. Unless otherwise specified in the terms of this agreement, any request made by the Client to vary, waive or modify existing code requirements may be considered as an additional service requiring additional fees.
12. All documents and products developed under this agreement shall remain the property of HydroSystems●KDI until all fees have been paid in full. HydroSystems●KDI reserves the right to request the return of any documents or products from the Client, municipal governments, or other third party entities if fees have not been paid in full. HydroSystems●KDI shall retain full ownership of all documents and products that have not been paid for under the terms of this agreement.
13. The Client shall have the rights to utilize documents and products, provided under this agreement, for their intended purpose once all fees have been paid in accordance with this agreement.
14. If the Client utilizes any documents or products covered under this agreement, the Client acknowledges that they have reviewed and understand the information conveyed within said document or product.
15. Any documents or products developed under this agreement by HydroSystems●KDI shall only be utilized by the Client or their successors for the project or for services which have been contracted. The Client or their successors shall not utilize these documents or products on other projects, or provide these documents or products to others for use on other projects.
16. HydroSystems●KDI shall not be responsible for any harm to the Client or their successors if documents or products developed under this agreement are utilized in ways that they are not intended. This includes, but is not limited to, preliminary level designs being utilized for entitlement documents, entitlement level documents being utilized for construction, and revisions to construction documents that are not performed by HydroSystems●KDI.
17. HydroSystems●KDI shall not be responsible for any harm to the Client or their successors if the Client or their successors direct the recipient of any documents or products to deviate from the direction or purpose of the information provided in said document or product.
18. HydroSystems●KDI shall not be responsible for information provided to HydroSystems●KDI by the Client or other project team members not subcontracted by HydroSystems●KDI. HydroSystems●KDI assumes no responsibility for the accuracy of such information or services, and shall not be liable for errors or omissions therein unless specifically contracted to review and verify the accuracy of such information.
19. Either party may terminate this agreement upon 30 days written notice to the other. Upon termination HydroSystems●KDI will provide Client all task items billed and paid for and Client shall pay all fees and costs for tasks completed at time of termination.

20. If any part of this agreement shall be held unenforceable, the rest of this agreement shall nevertheless remain in full force and effect.

**Acceptance and Agreement**

HydroSystems●KDI shall provide the services described within the Scope of Work per the Fee Schedule as identified in this proposal. The undersigned shall provide payment based on the Agreement Qualifications and the Terms and Conditions as identified in this proposal.

If the conditions of this contract are acceptable, please sign and return a copy for our files. We look forward to working with you on this project.

**HydroSystems●KDI**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Accepted:**

\_\_\_\_\_  
Company

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date





METCO LANDSCAPE, INC.

## Monthly Maintenance Report for Roxborough Village Metropolitan District

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

### REVIEW OF GANTTED OPERATIONS

#### Turf

Turf looks good throughout district another weed and feed will be at the end of the month

#### Shrub Beds

Shrub beds in most part are free of weeds but several shrubs throughout all the beds are in need of a hard prune due to the hard frost we had in April

#### Trees

Look good, except for some ash trees that are coming in late due to the hard frost Bailey Tree should be going around checking on how they come out

#### Irrigation

Irrigation is doing ok we are going through some breaks around crystal lake we have taken care of them

#### Site Policing

Policing is going ok we have been using a lot of doggy bags I guess with the amount of traffic throughout the community due to the circumstances a lot of trash also.

#### Overall Site

Looks good I am working with Bailey Tree to make sure they get all trees cut down that needed to come down along with stump grinding

#### Review of Operations for Upcoming Month:

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

Proposal By:	
Bill Barr	
Metco Landscape Inc.	
Proposal Date	6/3/2020

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

Job #	19-10-305
AR Cust	ROXBDIST

[illegible]

<div></div>		
Acceptance of proposal - I have read the terms stated herein, and I hereby accept them.		
<b>Client's Signature</b>	<b>Total</b>	<b>\$16,330.00</b>
<div></div>		
street, Aurora, CO, 80011	Tel: (303) 421-3100	<b>Date</b>
<div></div>		

Total: **\$16,330.00****NS OF** *This proposal is valid for 60 days. After 60 days, pricing may need to be revised*

CONDITIO

**Extra Work Proposal****6/3/2020****CONTRACT SPECIFICATIONS & LIMITATIONS**

All material  
is  
guaranteed  
to be as  
specified in

Unit Prices –  
The Base

Alternates /  
Time &

Scheduling –  
Landscape  
enhancemen  
t contracts

Watering  
and  
Maintenance

Seeding –  
Re-seeding  
or re-  
sodding of

**GUARANT**

Our  
guarantee is

All claims for

Plant  
Material  
Guarantee –  
Metco  
Landscaping  
guarantees

We will not  
guarantee  
plants  
damaged or

**TERMS**

Invoices will  
be sent after  
the contract  
work is  
completed,

**CANCELL**

This contract  
may be  
cancelled by  
either party  
with a 30-

**DISPUTES**

All disputes  
shall be

**PHOTOGRAPHY**

Metco  
Landscape,

**SIGNAGE**

By signing  
this contract  
you, the  
Owner, are

**UTILITIES/UNKNOWN OBSTRUCTIONS**

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

**OWNER'S RESPONSIBILITIES**

Harmless -  
To the fullest  
extent  
permitted by