

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
REGULAR BOARD MEETING AGENDA

Board of Directors:

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

Date: October 16, 2018 (Tuesday)
Time: 6:30 p.m.
Place: West Metro Fire Station 15
6220 N. Roxborough Park Road
Littleton, CO 80125
Call in Information: Dial 844-286-0635 Code 391046547

1. CALL TO ORDER
2. DECLARATION OF QUORUM/DIRECTOR QUALIFICATIONS/DISCLOSURE MATTERS
3. APPROVE AGENDA
4. PUBLIC COMMENT and/or GUESTS
Members of the public may express their views to the Board on matters that affect the District. Comments will be limited to three (3) minutes. Please sign in.

CONSENT AGENDA

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

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

DISCUSSION AGENDA

5. DIRECTOR ITEMS
 - A. Other

6. FINANCIAL MATTERS

- A. Review and Accept Cash Position and Property Tax Schedule (enclosed)
- B. Review and Consider Approval of Current Claims, Approve Transfer of Funds, and Ratify Payment of Autopay Claims and Ratify Approval of Previous Claims (enclosed)
- C. Discuss Community Action Plan RFP (enclosed)
- D. Discuss 2019 Budget Process
 - 1. November 13th Meeting – Pubic Hearing to Approve 2019 Budget
 - 2. December 15th – Certify Mill Levy

7. LANDSCAPE MAINTENANCE

- A. Metco Landscape Report – Bill Barr (enclosed)
- B. Review and Consider Approval of Proposals:
 - 1. Proposal for Doggie Stations - \$1,850 (enclosed)
- C. Discuss Adding Area Near the East Side of Verandah Court for Snow Removal
- D. Discuss Bailey Tree Trimming at 7681 Halleys Drive (enclosed)
- E. Other (enclosed)

8. LEGAL MATTERS

- A. Review Draft Board Member Attendance Policy (enclosed)
- B. Update on Sterling Ranch Referral
- C. Review and Consider Approval of Resolution 2018-09-01 Approving Services Agreement with Turf Pros Solution LLC for 2018 Christmas Lights Placement and Removal (enclosed)
- D. Review and Consider Approval of Resolution 2018-09-02 Approving Services Agreement with Baird Solutions, Inc. for Wall Demolition (enclosed)
- E. Review and Consider Approval of Resolution 2018-09-03 Approving Services Agreement with Bailey Tree for 2019 Tree Maintenance (enclosed)
- F. Update Regarding Final Water Due Diligence Filing and Executive Session Pursuant To C.R.S. Section 24-6-402(4)(B) and for the Purposes of Receiving Legal Advice on Specific Legal Questions, if requested
- G. Update on 14B Parcel Ownership
- H. Update on Chatfield Farms Meters and Billing
- I. Discuss New Posting Location
- J. Other

9. ENGINEERING MATTERS

- A. Water Rights Discussion/Discuss Water Accounting Inventory
- B. 7 Acres Pond Update
- C. Discuss 2019 Budget for 7 Acre Pond Wall Restoration
- D. Discussion of Water Plant Discharge into Little Willow Creek
- E. Discuss Pond Management (enclosed)
- F. Bridge Discussion

Roxborough Village Metropolitan District

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G. Review and Consider Approval of Proposal for 6 Inch Main Line Repair (to be distributed)

H. Other

10. MANAGER MATTERS

A. Update on Website Redesign (enclosed)

B. Discuss Repairs Needed to Bathroom Repairs and Water Fountain (enclosed)

C. Discuss Playground Inspection (enclosed) and Proposal from Star Playground (to be distributed)

D. Discuss District Logo (enclosed)

E. Other

11. OTHER BUSINESS

12. ADJOURNMENT

NEXT SCHEDULED BOARD MEETING

Tuesday, November 13 at 6:30 p.m. at

CliftonLarsonAllen LLP

8390 E. Crescent Parkway, Suite 300

Greenwood Village, CO 80111

REGULAR MEETING SCHEDULE

Tuesday, December 18, 2018

RECORD OF PROCEEDINGS

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

HELD

Tuesday, September 18, 2018

A regular meeting of the Board of Directors of the Roxborough Village Metropolitan District (referred to hereafter as the “Board”) was convened on Tuesday, September 18, 2018 at 6:30 p.m., at West Metro Fire Station 15, 6220 N. Roxborough Park Road, Littleton, CO 80125. The meeting was open to the public.

ATTENDANCE

In Attendance were Directors:

Calvin Brown (via telephone)
Debra Prysby
Steve Sherman (arrived 6:40)
Edward Wagner
Ron Bendall (arrived 7:05)

Also in Attendance were:

Katie James, Esq.; Folkestad Fazekas Barrick & Patoile, P.C.
Bill Barr and Justin Ball; Metco Landscaping
Anna Jones and Patrick Shannon; CliftonLarsonAllen LLP
Josh Nelson; Bailey Tree

CALL TO ORDER

The meeting was called to order at 6:31 p.m. by Director Prysby (Director Prysby presided over the meeting as Director Brown was participating by phone.)

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

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

APPROVE AGENDA

Upon a motion duly made by Director Prysby, seconded by Director Wagner, and upon vote unanimously carried, the Board approved the agenda, as amended, moving Landscape Items to before Director Items.

**PUBLIC
COMMENT and/or
GUESTS**

Ms. Jones presented an email from Bob Clinard regarding landscaping issues.

RECORD OF PROCEEDINGS

CONSENT AGENDA

- A. Consider Approval of the August 21 2018 Regular Meeting Minutes
- B. Update on Foothills Park and Recreation use Numbers Break Out

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

DISCUSSION AGENDA

**LANDSCAPE
MAINTENANCE**

- A. Review and Consider Approval of Bailey Tree Proposals:

- 1. 2019 Tree Maintenance Proposal - \$69,310

Josh Nelson presented the 2019 tree maintenance proposal, noting the only additions were pruning, removing and stump grinding of trees as needed. After discussion, upon a motion duly made by Director Brown, seconded by Director Sherman, and upon vote unanimously carried, the Board approved the Bailey Tree proposal for 2019 tree maintenance in the amount of \$69,301 with the agreement to include a two year warranty for the trees.

- B. Metco Landscape Report

Bill Barr reviewed the monthly Landscape Report with the Board. He noted that Browns Hills will be looking at the pump to determine the issue with the pump pressure. Metco will work with the contractor to prepare for the fireworks display. Mr. Barr will provide Mr. Barnett with the irrigation problem mapping in October. Mr. Barr noted that Metco will be blowing out the system in October. Mr. Barr will get a proposal for two doggie stations.

Director Prysby asked Metco to replace the lightbulb at the monument sign as well as to submit a proposal for cleaning up the area.

- C. Review and Consider Approval of Proposals:

- 1. Mulch and Rock Village Circle West - \$1,600
Mr. Barr presented the proposal. Directory Prysby

RECORD OF PROCEEDINGS

asked if this would create a liability if people think it is a crossing area. Discussion occurred with Ms. James noting that the District would not be creating or marking a new crossing and the existing crossing is still marked elsewhere. Upon a motion duly made by Director Sherman, seconded by Director Wagner, and upon vote unanimously carried, the Board approved the proposal for mulch and rock at Village Circle West in the amount of \$1,600.

2. Village Circle East Tree Rings - \$1,150

Upon a motion duly made by Director Sherman, seconded by Director Wagner, and upon vote unanimously carried, the Board approved the Village Circle East tree rings in the amount of \$1,150.

D. Update on Second Landscape Tour on September 11th

Ms. Jones provided an overview of the landscaping tour. There was discussion about the tree leaning into the fence on belonging to a homeowner on Hailey's Drive, and Douglas County's adjacent ROW. It was agreed that removing the tree is not the District's responsibility. Director Prysby noted that the bridge just to the south of Willow Creek Park along the trail needs immediate attention. The slats along the bridge need to be more firmly secured. Upon a motion duly made by Director Prysby, seconded by Director Sherman, and upon vote unanimously carried, the Board approve the bridge repair in an amount to be determined as necessary.

E. Other

There were no other landscape items.

DIRECTOR ITEMS

A. Other

There were no Director Items.

FINANCIAL MATTERS

A. Review and Accept Cash Position and Property Tax Schedule

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

RECORD OF PROCEEDINGS

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

Ms. Jones reviewed the claims with the Board, noting that the Image 360 in the amount of \$2,109 was incorrectly included in the Cash Requirements Report. After review and discussion, upon a motion duly made by Director Sherman, seconded by Director Prysby, and upon a vote unanimously carried, the Board approved the current claims including ACH payments in the total amount of \$74,326.85, the transfer of funds and approved Director fees.

C. Discuss 2019 Budget Process

1. September 18th meeting – Discuss 2019 Budget
2. October 15th – Draft Budget Received
3. November 20th Meeting – Public Hearing to Approve 2019 Budget
4. December 15th – Certify Mill Levy

Ms. Jones provided an overview of the budget process. After discussion, the Board rescheduled the November 20th meeting to November 13th for the annual public budget hearing.

D. 2019 Budget Cycle Overview/Discussion

Ms. Jones asked the Board if they would like to evaluate any need to increase the operating mill levy and to begin developing a strategic plan for community improvements upon termination of the debt service mill levy. The Board directed management to seek a proposal to update the master plan, to include significant community outreach and strategic implementation plan. It was noted the plan would be less of a master plan and more of an action plan.

LEGAL MATTERS

A. Review Draft Board Member Attendance Policy

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

B. Update on Sterling Ranch Referral

Ms. James is still waiting on the full document from Randy Pye, community liaison for Sterling Ranch.

RECORD OF PROCEEDINGS

C. Review and Consider Approval of Resolution and Services Agreement with Ruth Hart Segal, d/b/a/ RHS Communications for Website Redesign

Ms. James presented the Resolution and Services Agreement to the Board. After review, upon a motion duly made by Director Sherman, seconded by Director Wagner, and upon vote unanimously carried, the Board approved the Resolution and Services Agreement with Ruth Hart Segal, d/b/a RHS Communications for website redesign.

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

There was no update needed.

E. Update on ATV Permit

Ms. James noted that the ATV permit was provided to Cheryl Lorenz.

F. Update on 14B parcel Ownership

Ms. James followed up with the HOA, but hasn't heard back.

G. Update on Chatfield Farms Meters and Billing

Ms. James noted that she needs to coordinate with Mr. Barnett.

H. Other

None.

ENGINEERING MATTERS

A. Proposals for Wall Removal at Village Circle East

B. Proposals for Parking Lot Striping and Maintenance

C. Water Rights Discussion/Discuss Water Accounting Inventory

D. Update on Dugout Drawings and Plans from GMR

RECORD OF PROCEEDINGS

E. 7 Acres Pond Update

F. Other

Ms. Jones presented Mr. Barnett's engineering report. After review and discussion, upon a motion duly made by Director Wagner, seconded by Director Bendall, and upon vote unanimously carried, the Board approved the proposal to take down the wall in the amount of \$3,250.

Upon a motion duly made by Director Prysby, seconded by Director Sherman, and upon vote unanimously carried, the Board approved the proposal to stripe the lot, crack seal and sign pending clarification regarding the sign.

Upon a motion duly made by Director Sherman, seconded by Director Wagner, and upon vote unanimously carried, the Board approved the dugout plans from GMR subject to Mr. Barnett's final approval.

MANAGER MATTERS

A. Update on Website Redesign

Ms. Jones provided an update on the status of the website redesign, noting that Ms. Segal has asked what platform and associated service subscription to best manage the website. Ms. Jones noted Mr. Sangster's recommendation of WordPress Premium for \$96 per year. Upon a motion duly made by Director Sherman, seconded by Director Wagner, and upon vote unanimously carried, the Board approved WordPress Premium in the yearly amount of \$96.

B. Resident Playground Request at Imperial Park

Ms. Jones reviewed with the Board. The Board will consider this request in their planning for the Community Action Plan.

C. Update on GeoLens

Mr. Shannon provided an overview noting that GeoLens will do a presentation at a later meeting.

D. Discuss Skunk Issues

Ms. Jones noted that Bob Clinard reported skunks in the District. Management will call Douglas County.

RECORD OF PROCEEDINGS

E. Discuss and Consider Approval of Proposal from Turf Pro Solutions for Installation of Holiday Lights

Mr. Shannon presented the proposal. After review, upon a motion duly made by Director Bendall, seconded by Director Sherman, and upon vote unanimously carried, the Board approved the proposal from Turf Pro Solutions for the installation of holiday lights.

F. Other

None.

OTHER BUSINESS

None.

ADJOURNMENT

Upon a motion duly made by Director Prysby, seconded by Director Wagner, and upon vote unanimously carried, the Board adjourned the meeting at 8:50 p.m.

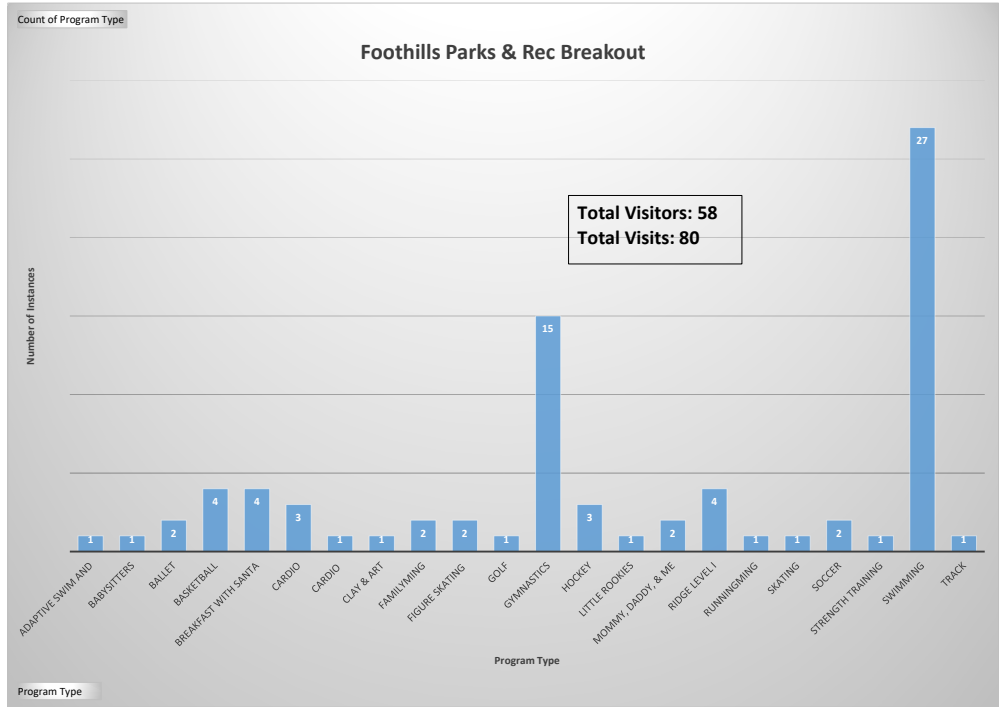
Respectfully submitted,

By: _____
Calvin Brown, President

Attest:

By: _____
Ronald Bendall, Secretary

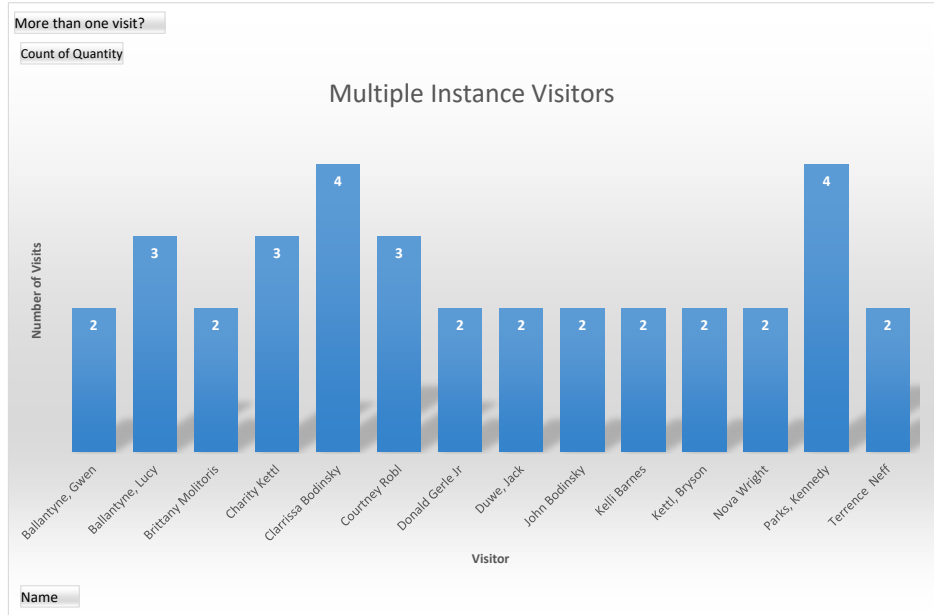
Row Labels	Count of Program Type
Adaptive Swim and	1
Babysitters	1
Ballet	2
Basketball	4
Breakfast with Santa	4
Cardio	3
Clay & Art	1
Familyming	2
Figure Skating	2
Golf	1
Gymnastics	15
Hockey	3
Little Rookies	1
Mommy, Daddy, & Me	2
Ridge Level I	4
Runningming	1
Skating	1
Soccer	2
Strength Training	1
Swimming	27
Track	1
Grand Total	80



Row Labels	Count of Quantity
-	1
Amanda Clow	1
Ayers, Lucy	1
Ayers, Nataly	1
Ballantyne, Gwen	2
Ballantyne, Jay	1
Ballantyne, Lucy	3
Ballantyne, Stacey	1
Bartlett, Kyler	1
Benjamin Jones	1
Benson, Sierra	1
Brandon Young	1
Britta Groll	1
Brittany Molitoris	2
Cahn, Mackenzie	1
Charity Kettl	3
Christiansen, Emma	1
Cindy Marques	1
Clarrissa Bodinsky	4
Courtney Robl	3
David Gordon	1
Donald Gerle Jr	2
Doney, Jackson	1
Duwe, Jack	2
Elise Lane	1
Greene, Quinn	1
Greske, Moorea	1
Jarosz, Kylie	1
Jennifer Todd	1
Jessica Jernigan	1
John Bodinsky	2
Julie Doney	1
Kadence Combs	1
Kelli Barnes	2
Kettl, Bryson	2
LePien, Gus	1
Leslie Longo	1
Logan, Jayse	1
Matthew Bensko	1
Megan LePien	1
Michelle Huff	1
Nova Wright	2
Parks, Kennedy	4
rebecca chastain	1
Rivard, Charly	1
Rosa, Evelyn	1

Rosa, Vivian	1
Rowe, Deborah	1
Sanchez, Montana	1
Sanchez, Sierra	1
Schanno, Bennett	1
Schick, Molly	1
Scott Limoni	1
Shelly Veyna	1
Stenseth, Korinna	1
Terrence Neff	2
Van Sumeren, Emerson	1
Walinchus, Jayne	1
Wern, Samuel	1
Grand Total	80
Grand Total Visitors	58 *Does not include Golf Use

More than one visit?	Yes
Row Labels	Count of Quantity
Ballantyne, Gwen	2
Ballantyne, Lucy	3
Brittany Molitoris	2
Charity Kettl	3
Clarrissa Bodinsky	4
Courtney Robl	3
Donald Gerle Jr	2
Duwe, Jack	2
John Bodinsky	2
Kelli Barnes	2
Kettl, Bryson	2
Nova Wright	2
Parks, Kennedy	4
Terrence Neff	2
Grand Total	35
Grand Total Visitor Count	14



ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
Schedule of Cash Position
June 30, 2018
Updated as of October 9, 2018

	<u>General Fund</u>	<u>Debt Service Fund</u>	<u>Capital Projects Fund</u>	<u>Total</u>
<u>FirstBank - Checking Account</u>				
Balance as of 6/30/18	\$ 56,629.52	\$ -	\$ 2,314.50	\$ 58,944.02
Subsequent activities:				
July ACH - IREA payments	(1,422.78)	-	-	(1,422.78)
07/16/18 - Transfer from Colotrust	90,000.00	-	10,000.00	100,000.00
July ACH - Roxborough Water	(6,286.43)	-	-	(6,286.43)
07/17/18 - Check # 1125-1139	(86,338.87)	-	(7,725.00)	(94,063.87)
July ACH - Xcel Payment	(18.62)	-	-	(18.62)
08/14/18 - Check #1140-1150	(84,250.11)	(1,200.00)	(2,100.00)	(87,550.11)
Aug ACH - IREA payments	(1,633.41)	-	-	(1,633.41)
Aug ACH - Roxborough Water	(4,797.81)	-	-	(4,797.81)
Aug ACH - Xcel Payment	(18.57)	-	-	(18.57)
08/22/18 - Transfer from Colotrust	88,800.00	1,200.00	-	90,000.00
08/23/18 payroll/taxes (includes special mtgs)	(2,368.30)	-	-	(2,368.30)
Sept ACH - IREA payments	(1,857.21)	-	-	(1,857.21)
Sept ACH - Roxborough Water	(18,878.45)	-	-	(18,878.45)
09/13/18 - Transfer from Colotrust	55,000.00	-	-	55,000.00
09/18/18 - Check #1151-1164	(72,226.85)	-	(2,100.00)	(74,326.85)
Anticipated ADP payroll/taxes - Sept	(538.25)	-	-	(538.25)
Anticipated Xcel payment - Sept	(19.00)	-	-	(19.00)
Anticipated IREA payment - Oct	(1,103.79)	-	-	(1,103.79)
Anticipated Roxborough Water payment - Oct	(46,788.56)	-	-	(46,788.56)
Anticipated payables	(92,189.19)	-	(2,100.00)	(94,289.19)
Anticipated transfer from Colotrust - Oct	189,900.00	-	2,100.00	192,000.00
<i>Anticipated Balance</i>	<u>59,593.32</u>	<u>-</u>	<u>389.50</u>	<u>59,982.82</u>
<u>Colotrust - Plus</u>				
Balance as of 6/30/18	702,077.16	1,563,276.48	1,369,236.60	3,634,590.24
Subsequent activities:				
07/10/18 - June Property/SO taxes	305,733.62	786,556.11	-	1,092,289.73
07/16/18 - Transfer to Checking	(90,000.00)	-	(10,000.00)	(100,000.00)
07/30/18 - Colorado Rush Soccer Fees	2,300.00	-	-	2,300.00
07/31/18 - Transfer to UMB	-	(654,430.58)	-	(654,430.58)
07/31/18 - Interest Income	-	8,120.73	-	8,120.73
08/10/18 - July Property/SO taxes	38,060.10	22,748.17	-	60,808.27
08/22/18 - Transfer to Checking	(88,800.00)	(1,200.00)	-	(90,000.00)
08/31/18 - Interest Income	-	7,578.16	-	7,578.16
09/10/18 - August Property/SO taxes	32,282.17	8,664.16	-	40,946.33
09/11/18 - CTF Distribution	-	-	7,708.26	7,708.26
09/13/18 - Transfer to Checking	(55,000.00)	-	-	(55,000.00)
09/31/18 - Interest Income	-	7,317.05	-	7,317.05
Anticipated transfer to UMB	-	(17,567.12)	-	(17,567.12)
Anticipated transfer to checking	(189,900.00)	-	(2,100.00)	(192,000.00)
<i>Anticipated Balance</i>	<u>656,753.05</u>	<u>1,731,063.16</u>	<u>1,364,844.86</u>	<u>3,752,661.07</u>
<u>UMB - 1993 A & B Bond Fund</u>				
Balance as of 6/30/18	-	1,402,883.28	-	1,402,883.28
Subsequent activities:				
07/02/18 - 6/31 Debt service payment	-	(192,014.82)	-	(192,014.82)
07/31/18 - Refund overpayment to holders	-	38,056.45	-	38,056.45
07/31/18 - Transfer from Colotrust	-	654,430.58	-	654,430.58
07/31/18 - Investment income	-	1,412.93	-	1,412.93
08/31/18 - Investment income	-	1,360.07	-	1,360.07
09/31/18 - Investment income	-	1,809.31	-	1,809.31
Anticipated transfer from Colotrust	-	17,567.12	-	17,567.12
<i>Anticipated Balance</i>	<u>-</u>	<u>1,925,504.92</u>	<u>-</u>	<u>1,925,504.92</u>
<i>Anticipated Balances</i>	<u>\$ 716,346.37</u>	<u>\$ 3,656,568.08</u>	<u>\$ 1,365,234.36</u>	<u>\$ 5,738,148.81</u>

ROXBOROUGH VILLAGE METRO DISTRICT
Property Taxes Reconciliation
2018

	Current Year							Prior Year			
	Property Taxes	Delinquent Taxes, Rebates and Abatements	Specific Ownership Taxes	Interest	Treasurer's Fees	Net Amount Received	% of Total Property Taxes Received		Total Cash Received	% of Total Property Taxes Received	
							Monthly	Y-T-D		Monthly	Y-T-D
January	\$ 80,970.58	\$ -	\$ 27,741.33	\$ -	\$ (1,214.56)	\$ 107,497.35	2.53%	2.53%	\$ 72,439.90	1.99%	1.99%
February	1,361,903.84	-	25,422.45	-	(20,428.59)	\$ 1,366,897.70	42.52%	45.05%	1,288,386.59	43.94%	45.93%
March	112,796.35	-	27,821.74	18.98	(1,692.24)	138,944.83	3.52%	48.57%	157,785.72	1.83%	47.76%
April	220,075.45	-	25,581.01	8.52	(3,301.27)	242,363.71	6.87%	55.44%	193,864.47	7.33%	55.09%
May	295,734.67	-	28,505.51	117.53	(4,437.85)	319,919.86	9.23%	64.67%	362,566.70	9.82%	64.91%
June	1,082,237.07	-	26,158.70	129.45	(16,235.49)	1,092,289.73	33.79%	98.46%	1,030,926.17	33.91%	98.82%
July	30,750.45	-	30,117.91	407.29	(467.38)	60,808.27	0.96%	99.42%	36,475.91	0.66%	99.48%
August	11,370.50	-	29,346.42	406.06	(176.65)	40,946.33	0.35%	99.78%	30,474.99	0.21%	99.70%
September	-	-	-	-	-	-	0.00%	99.78%	25,619.40	0.01%	99.71%
October	-	-	-	-	-	-	0.00%	99.78%	14,748.13	0.04%	99.75%
November	-	-	-	-	-	-	0.00%	99.78%	28,003.40	0.22%	99.97%
December	-	-	-	-	-	-	0.00%	99.78%	23,707.82	0.00%	99.97%
Total	\$ 3,195,838.91	\$ -	\$ 220,695.07	\$ 1,087.83	\$ (47,954.03)	\$ 3,369,667.78	99.78%	99.78%	\$ 3,264,999.20	99.97%	99.97%

Taxes Levied	% of Levied	Property Taxes Collected	% Collected to Amount Levied
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Chatfield Farms

Property Tax

General Fund	\$ 840,033	26.23%	\$ 838,156.73	99.78%
Debt Service Fund	2,362,960	73.77%	2,357,682.18	99.78%
	\$ 3,202,993	100.00%	\$ 3,195,838.91	99.78%

\$ 236,721.00
-
\$ 236,721.00

Specific Ownership Tax

General Fund	\$ 320,300	100.00%	\$ 220,695.07	68.90%
Debt Service Fund	-	0.00%	-	0.00%
	\$ 320,300	100.00%	\$ 220,695.07	68.90%

Treasurer's Fees

General Fund	\$ 12,610	26.23%	\$ 12,576.66	99.74%
Debt Service Fund	35,400	73.77%	35,377.37	99.94%
	\$ 48,010	100.00%	\$ 47,954.03	99.88%

\$ 3,681.19
-
\$ 3,681.19

Roxborough Village Metropolitan District

Check List

All Bank Accounts

October 10, 2018 - October 31, 2018

Check Number	Check Date	Payee	Amount
Vendor Checks			
1165	10/16/18	A All Animal Control of Denver, Co.	399.00
1166	10/16/18	Calvin Brown	409.60
1167	10/16/18	Cem-Lake Management, Inc.	638.00
1168	10/16/18	CliftonLarsonAllen, LLP	15,426.14
1169	10/16/18	CO Special Districts Prop & Liab	350.00
1170	10/16/18	Folkestad Fazekas Barrick & Patoile	5,037.00
1171	10/16/18	Foothills Park & Recreation District	861.28
1172	10/16/18	Leonard Rice Engineers, Inc.	2,100.00
1173	10/16/18	Lord & Reiser Plumbing	470.00
1174	10/16/18	METCO LANDSCAPE, INC.	33,548.61
1175	10/16/18	Mulhern MRE Inc.	3,746.56
1176	10/16/18	Patriot Pest Control, LLC	2,000.00
1177	10/16/18	S&B Porta Bowl Restrooms, Inc.	216.00
1178	10/16/18	Star Playgrounds, Inc	29,087.00
ACH	10/10/18	IREA	577.88
ach	10/11/18	IREA	201.08
ACH	10/15/18	IREA	504.00
ACH	10/15/18	Roxborough Water & San District	28,651.54
ACH	10/15/18	Roxborough Water & San District	18,137.02
ACH	10/18/18	IREA	21.79
Vendor Check Total			<u>142,382.50</u>
Check List Total			<u><u>142,382.50</u></u>

Check count = 20

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT

COMMUNITY ACTION PLAN

REQUEST FOR PROPOSAL



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



Roxborough Village Metropolitan District

1. INTRODUCTION

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

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

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

This Request for Proposal includes the following sections:

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



Interested parties must return the completed Bid Package to the address listed on the cover page of this RFP on or before _____, 2018 at 12:00 PM, or email the package to anna.jones@claconnect.com and patrick.shannon@claconnect.com.

Please include the following items with your proposal:

1. Initial impressions of the Roxborough Community opportunities and challenges
2. Proposed scope of work
3. Philosophy and approach to meaningful community outreach with examples of successful processes and outcomes
4. Firm profile for each participating firm, including participating staff bios
5. Credentials of the project manager
6. Hourly Rates of all employees that will be associated with this contract
7. Estimated budget
8. Three project references
9. Estimated project timeline



Roxborough Village
Metropolitan District

2. DISTRICT OVERVIEW

Location: Roxborough Village is located in northwest Douglas County, approximately 1 1/2 miles south of Chatfield State Park along the eastern face of the Dakota Hogback, 1 mile east of Pike National Forest.

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

Size of District: 959 Acres

Residents: 6,200

Metropolitan District Board: The board is elected by residents of the area and is the governing body for the District.

Calvin Brown, President Term Expires May 2020

Debra Prysby, Vice President Term Expires May 2022

Ron Bendall, Secretary/Treasurer Term Expires May 2020

Steven Sherman, Assistant Secretary Term Expires May 2022

Edward Wagner, Assistant Secretary Term Expires May 2022



Metropolitan District Responsibilities:

- Park and Recreational Facilities
- Irrigation

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

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

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

The District’s debt service mill levy is expected to be fully discharged in 2021, when the District makes the final payments on its bonds. At that time, the District will have the opportunity to go to the voters to request authorization to increase the general fund mill levy and/or request authorization to incur new debt to pay for capital improvements. . The District board of directors would like to closely assess the community’s interest in planning, designing and building a more robust, modern and creative recreational facility that appeals to young and old alike.

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

District Recreation Facilities



Roxborough Village Metropolitan District

The District has several recreational amenities. Recommendations regarding what updating or enhancements should be included as a first step in the planning process. Facilities include:

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

3. PROJECT GOALS

The ultimate goal of this project is to craft a Community Action Plan that details a comprehensive initiative for improving the facilities and amenities owned by the District and available to District residents. The District has been fairly isolated for the majority of its existence, but that will soon change with the build-out of the Sterling Ranch development adjacent to the District. With an influx of new homes and facilities coming to the area in the near future, the District would like to put in place an action plan to modernize its assets and improve the facilities available to District residents, and increase the overall market appeal of the community.



The consultant selected for this project will be expected to:

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



Roxborough Village
Metropolitan District

5. Develop a comprehensive implementation plan document that identifies cost, timing, additional resources (if needed) and rationale that outlines a clear plan for the Board and consulting staff to execute
6. Funding strategies to pay for improvements.

4. SCOPE OF SERVICES

This scope is a draft and a final scope will be developed in collaboration with the selected consultant team. Teams should develop proposals to meet the general intent outlined in the draft scope. Teams may propose adjustments, changes and enhancements to the scope that are necessary to meet their proposed approach. However, all proposed items must fall within the current budget for this plan.

1. Inventory and Assessment Analysis:

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

2. Community Outreach

- a. Hold initial board workshop to determine project plan
- b. Develop a detailed public engagement plan for review and input from Board
- c. Hold multiple community workshops/outreach events
 - i. Implement creative, non-traditional engagement methods. The goal is to have input opportunities at varying times of day or weekends to maximize involvement.
- d. Distribute community surveys (if determined to be effective outreach tool)
- e. Develop visual preference tools for use with community outreach
- f. Analyze data from workshops and surveys
- g. Provide a summary of findings for the report
- h. Hold final board workshop to present community outreach findings

3. Develop Community Action Plan

- a. Create community action plan based on findings of the Inventory and Assessment Analysis and Community Outreach
- b. Develop a statement of principles, outlines of design elements and criteria for evaluation
- c. Determine specific project recommendations with estimated project costs
- d. Develop a detailed implementation timeline



Roxborough Village
Metropolitan District

- e. Provide an executive summary, highlighting the project methods, major findings and general recommendations
- f. Develop a financing strategy that contemplates asking the community for more operating revenue through increased mill levy, loans, grants, or other strategies, as realistic and appropriate to finance recommended improvements.



Roxborough Village Metropolitan District

5. Selection Criteria

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

1. The team's experience working with similar communities by consultant personnel who will be directly involved with the project.
2. The team's ability to demonstrate knowledge of the community.
3. The team's approach to move the project from initial scoping of ideas through the development of draft and final action plans.
4. The team's approach and experience in meaningfully engaging stakeholders through effective and innovative methods.
5. The team's proposed budget and project timeline. ee for services





Roxborough Village
Metropolitan District

6. DISTRICT MAPS





Roxborough Village Metropolitan District

Roxborough Village Metropolitan District LANDSCAPE MAINTENANCE EXHIBIT





Roxborough Village
Metropolitan District

7. 2018 VISIONING SUMMARY

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

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

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

The results of this activity are below:

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

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



METCO LANDSCAPE, INC.

Monthly Maintenance Report for Roxborough Village Metropolitan District

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

REVIEW OF GANTTED OPERATIONS

Turf	Turf is looking at two mows for the month of October. We will be aerating turf this month as well.
Shrub Beds	All shrub beds are free of weeds and trash, all shrub pruning has been done for the season.
Trees	Trees are all looking good health wise. We will see leaf drop the remainder of the month into November.
Irrigation	Irrigation has been a work in progress for a good portion of the season. We have repaired quite a few breaks as a result of the pressure fluctuations in the system during operation. I am working with Scott to help get an idea of regulating the set points at the pump control station, to help reduce the line breaks we have been experienceing. We will be blowing out the system at the end of the month
Site Policing	Site policeing has been an ongoing assignment for most of the season. We have worked on being proficient as to the routing so we do not miss any trash that could overflow into the following week. Are mow bands along sidewalk paths are sequenced similar as we use mostly the same crew for the operation
Overall Site	As we have had almost an entire season under our direction for the site, our proficiency has gotten dialed into the entire site. A goal I want for the remainder of the season is to look further into Identifieing more related irrigation problems. Going in the field and finding valves, drains, and check for better Controller calabration for the Irrigation system and marking them out will be helpful for us and the District
Review of Operatons for Upcoming Month: <i>Schedule, Gantt, special Needs, Concerns, Areas of Focus</i>	We will have the people involved with snow go over allroutes related to maintaining sidewalks at a 2" trigger depth. The schedule for winter trash removal will be set for Thursdays with site policing fir dog stations and trash patrol.

Extra Work Proposal**10/8/2018**Total: **\$1,850.00****CONDITIONS OF CONTRACT***THESE CONDITIONS ARE A PART OF YOUR CONTRACT.***CONTRACT SPECIFICATIONS & LIMITATIONS**

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

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

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

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

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

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

GUARANTEES

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

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

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

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

TERMS OF PAYMENT/SUSPENSION OF WORK

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

CANCELLATION

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

DISPUTES

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

PHOTOGRAPHY

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

SIGNAGE

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

UTILITIES/UNKNOWN OBSTRUCTIONS

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

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

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

OWNER'S RESPONSIBILITIES

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

Suazo, Kathy

From: Bailey Tree <baileytreetrimming@gmail.com>
Sent: Tuesday, October 9, 2018 9:49 AM
To: Jones, Anna
Cc: Calvin B; scott@mulhernmre.com; Shannon, Patrick; Suazo, Kathy
Subject: Re: FW: [External] Re: Tree at 7681 Halleys Dr

Hi Anna,

Yes we will prune the pine. That is included in the price for 2019.

Joshua Nelson
 PHC Manager



On Mon, Oct 8, 2018 at 5:33 PM Jones, Anna <Anna.Jones@claconnect.com> wrote:

To confirm – that work will be part of the overall 2019 budgeted amount?

Thx.

From: Bailey Tree [mailto:baileytreetrimming@gmail.com]
Sent: Wednesday, October 3, 2018 9:52 AM
To: Jones, Anna <Anna.Jones@claconnect.com>
Cc: Calvin B <cbrown8556@hotmail.com>; scott@mulhernmre.com; Shannon, Patrick <Patrick.Shannon@claconnect.com>; Suazo, Kathy <Kathy.Suazo@claconnect.com>
Subject: Re: FW: [External] Re: Tree at 7681 Halleys Dr

Hi Anna,

In regards to the Pine tree at Roxborough that is pushing over the fence. Ya we can defiantly trim it. When would you like to trim it? Sooner rather than later?

Joshua Nelson

PHC Manager



On Tue, Oct 2, 2018 at 2:34 PM Jones, Anna <Anna.Jones@claconnect.com> wrote:

Josh –

You mentioned you would be willing to remove this tree as part of the overall package for 2019 that was approved at the last meeting.....Would you be willing to trim it?

I don't want to take advantage of your good will, and I also told her the board would need to formally approve anything at the next meeting before moving forward.

Thanks,

Anna

From: Jen Wardall [mailto:jsw2245@gmail.com]

Sent: Tuesday, October 2, 2018 2:29 PM

To: Jones, Anna <Anna.Jones@claconnect.com>

Subject: [External] Re: Tree at 7681 Halleys Dr

Hi Anna,

We will not be taking away from our personal property that we have paid for, as Craig said. Yes come and trim EVERYTHING that is on my property ASAP. I need to know this right away because of my dog.

On Tue, Oct 2, 2018, 2:14 PM Jones, Anna <Anna.Jones@claconnect.com> wrote:

Hi Jen -

We did speak with Craig a few weeks back and this was discussed at last week's board meeting also.

As you know the tree is in Douglas County right-of-way and because of that, you can't move your fence out because that would encroach on their ROW. You can, however, move the fence in to accommodate the tree's growth.

I think the District might be able to trim the tree if that would be helpful, but not willing to cut the tree down.

Let me know your thoughts.

Thanks,

Anna

From: Jen Wardall [<mailto:jsw2245@gmail.com>]
Sent: Monday, September 24, 2018 11:10 AM
To: Jones, Anna <Anna.Jones@claconnect.com>
Subject: [External] Tree at 7681 Halleys Dr

Hello Anna,

You spoke with Craig a few weeks back on your inspection of the community about the tree covering the street light and pushing over our fence. I am writing for an update on the issue?

Thank you

Jen

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CliftonLarsonAllen LLP

From: [Jones, Anna](#)
To: [Suazo, Kathy](#)
Subject: FW: [External] RE: 2019 Budgets
Date: Tuesday, October 9, 2018 5:28:30 PM
Attachments: [image003.png](#)

For packet please

From: Justin Ball [mailto:JustinB@metcolandscape.com]
Sent: Tuesday, October 9, 2018 3:45 PM
To: Shannon, Patrick <Patrick.Shannon@claconnect.com>; Katie James <james@ffcolorado.com>; Bill Barr <BillB@metcolandscape.com>; Erica Breitenstein <breitenstein@ffcolorado.com>
Cc: Jones, Anna <Anna.Jones@claconnect.com>; Soendker, Janece <Janece.Soendker@claconnect.com>
Subject: [External] RE: 2019 Budgets

Patrick,

We are looking at a small increase in next year's contract due to increased labor rates. The increase will be 3% to a total cost of \$157,980. If the district is willing to sign a two year agreement, we will hold this price for that time period. Please let me know if you need any additional information.

Thank you,

Justin Ball | Branch Manager
M E T C O L a n d s c a p e | 1325 W. Quincy Ave. | Englewood, CO 80110
720.510.3440 tel | 303.421.1120 fax | 303.994.3085 cell www.metcolandscape.com

From: Shannon, Patrick <Patrick.Shannon@claconnect.com>
Sent: Monday, October 8, 2018 2:36 PM
To: Katie James <james@ffcolorado.com>; Bill Barr <BillB@metcolandscape.com>; Justin Ball <JustinB@metcolandscape.com>; Erica Breitenstein <breitenstein@ffcolorado.com>
Cc: Jones, Anna <Anna.Jones@claconnect.com>; Soendker, Janece <Janece.Soendker@claconnect.com>
Subject: 2019 Budgets
Importance: High

Hi Katie and Bill,

Are you anticipating any changes in your 2019 budgets for Roxborough? We need to have the draft budget in the packet going out on Thursday to meet the 10/15 statutory deadline and are trying to get it completed by tomorrow.

Thanks,
Pat



Pat Shannon, Assistant District Manager

Outsourcing, CliftonLarsonAllen LLP

Direct 303-265-7998

patrick.shannon@CLAconnect.com

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

8390 E Crescent Parkway, Suite 300, Greenwood Village, CO 80111

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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CliftonLarsonAllen LLP

RESOLUTION 2018-____-____
OF THE BOARD OF DIRECTORS OF
ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
DOUGLAS COUNTY, COLORADO

A RESOLUTION APPROVING A BOARD ATTENDANCE POLICY

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

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

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

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

1. What is excused? Anything specific? CRS § 32-1-905(1)(g) states temporary mental or physical disability or illness. Otherwise Board discretion.
2. To be excused, an absence, the Board, through its District Manager must be notified of a planned absence ____ days/weeks in advance of any regularly scheduled meeting. Notice for emergency absences shall not be required to in advance except for the degree to which such absent Board member can give such notice.
3. A late arrival to a meeting will considered an absence if such arrival occurs **sixty (60) minutes** [Calvin's comment] after the regularly scheduled meeting time. [OR a late arrival shall always constitute attendance at a Board meeting.]
4. Although a late arrival may constitute attendance at a Board meeting, such arrival that is more than _____ minutes/hours after the regularly scheduled meeting time shall result in such late Director not receiving compensation for attendance at the Board meeting.
5. Directors may attend meetings by telephone.
6. There is a limit of ____ consecutive absences even if notified in advance, when such absences are not due to [medical, family, personal or other similar circumstances] [temporary mental or physical disability or illness].

APPROVED and ADOPTED this ____ day of _____, 2018, by a vote of ____ for and ____ against.

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

By: _____
Calvin Brown, President

ATTEST:

By: _____
Ronald Bendell, Secretary

DRAFT

**RESOLUTION 2018-09-01
OF THE BOARD OF DIRECTORS OF
ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
DOUGLAS COUNTY, COLORADO**

**A RESOLUTION APPROVING SERVICES AGREEMENT
WITH TURF PROS SOLUTION LLC
FOR 2018 CHRISTMAS LIGHTS PLACEMENT AND REMOVAL**

The Roxborough Village Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"), has received a proposal from Turf Pros Solution LLC, a Colorado limited liability company (the "Contractor"), for Christmas Lights Placement and Removal, 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 hereby authorize the District's Representative to approve certain services as described in 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 18th day of September, 2018, by a vote of 5 for and 0 against.

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

By: _____
Calvin Brown, President

ATTEST:

By: _____
Ronald Bendall, Secretary

SCHEDULE A

Services Agreement with Turf Pros Solution LLC

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement"), is made and entered into this _____ day of September, 2018, by and between **ROXBOROUGH VILLAGE METROPOLITAN DISTRICT**, a quasi- municipal corporation and political subdivision of the State of Colorado, whose address is c/o CliftonLarsonAllen LLP, 8390 East Crescent Parkway, Suite 500, Greenwood Village, Colorado 80111-4814 (the "District"), and **TURF PROS SOLUTION LLC**, a Colorado limited liability company, whose address is 2910 North Powers Boulevard #146, Colorado Springs, CO 80922 (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. #:	81-44195335
Telephone Number:	(719) 465-1045 (720) 545-0595
Fax Number:	(719) 375-1287
Email:	turfsolutionpros@gmail.com
Contact Person:	Nadine Fairley

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.

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

CONTRACT PRICE. Subject to the provisions of the Terms and Conditions, District agrees to pay, and Contractor agrees to accept as full compensation for performing the Work, a sum not to exceed Eleven Thousand Six Hundred Sixty Eight Dollars and 00/100ths (\$11,668.00), placement to be conducted between October 31, 2018 and November 15, 2018, and removal to be completed between January 1, 2019 and January 15, 2019.

DISTRICT:

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

CONTRACTOR:

TURF PROS SOLUTION LLC, a Colorado limited liability company

By: Calvin Brown, President

By: _____
Its: _____

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

WE HANG CHRISTMAS LIGHTS .COM

We Hang Christmas Lights/ Turf Pros Solution
2910 N. Powers Blvd. #146 Colorado Springs, CO. 80922
719-465-1045
720-545-0595
office@turfprosolution.com
09/12/18

Invoice for Christmas Lighting at Roxborough Village

South median right side school

1. 6 Rocks with 100 mini lights @ \$90 per rock \$540
 2. 4 Bushes with 100 mini lights @ \$60 each \$240
 3. 3 Shrubs with 100 mini lights @ \$60 each \$180
 4. 1 Deciduous tree in 66 C9 bulbs @ \$200
 5. 1 evergreen tree in 132 C9 bulbs @ \$400
 6. 1 Deciduous tree in 66 C9 bulbs @ \$200
- Total \$ 1,760**

Village Circle East / Rampart Range

1. 4 Deciduous tree in 132 C9 bulbs @ \$400 each
 2. 1 Evergreen in 200 C9 bulbs @ \$600
 3. 2 Evergreen 200 mini lights @ \$120 each
 4. 6 Rocks with 1 Lighted Garland @ \$150 each
- Total \$3,220**

Village Circle West / Rampart Range

1. 4 Deciduous tree in 132 C9 bulbs @ \$400 each
 2. 1 Evergreen in 500 C9 bulbs @ \$1500
 3. 2 Small Evergreen 100 mini lights @ \$120 each
 4. 5 Rocks with Pre lit Garland @ \$150 each
 5. 2 Evergreen in 333 C9 bulbs @ \$999 each
 6. 1 Deciduous behind 2 Evergreen in 200 C9 bulbs @ \$600
- Total \$6,688**

TOTAL \$11,668.00

Please make check payable to Turf Pros Solution.

We thank you very much for your business. Have a Happy Holiday and Wonderful New Year.

Debra Pysby
Debra Pysby
Vice President

9/18/18

**RESOLUTION 2018-09-02
OF THE BOARD OF DIRECTORS OF
ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
DOUGLAS COUNTY, COLORADO**

**A RESOLUTION APPROVING SERVICES AGREEMENT
WITH BAIRD SOLUTIONS, INC. FOR WALL DEMOLITION**

The Roxborough Village Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"), has received a proposal from Baird Solutions, Inc. (the "Contractor"), for Wall Demolition, 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 hereby authorize the District's Representative to approve certain services as described in 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 18th day of September, 2018, by a vote of 5 for and 0 against.

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

By: _____
Calvin Brown, President

ATTEST:

By: _____
Ronald Bendall, Secretary

SCHEDULE A

Services Agreement with Baird Solutions, Inc.

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement"), is made and entered into this _____ day of September, 2018, by and between **ROXBOROUGH VILLAGE METROPOLITAN DISTRICT**, a quasi- municipal corporation and political subdivision of the State of Colorado, whose address is c/o CliftonLarsonAllen LLP, 8390 East Crescent Parkway, Suite 500, Greenwood Village, Colorado 80111-4814 (the "District"), and **BAIRD SOLUTIONS, INC.**, a Colorado Company, whose address is 15525 East Flower Mound Place, Parker, Colorado 80134 (the "Contractor").

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

CONTRACTOR INFORMATION:

Soc. Sec. or Tax I.D. #:	_____
Telephone Number:	(303) 919-2311
E-mail:	bairdgrounds@gmail.com
Contact Person:	Bret A. Baird

IT IS HEREBY AGREED AS FOLLOWS:

WORK TO BE PERFORMED. In accordance with the Terms and Conditions attached hereto, Contractor agrees to furnish all labor, tools, equipment, supervision, supplies, and other items necessary to perform the work (the "Work") described in proposal dated September 10, 2018, to include Right-of-Way wall element demolition at Village Circle East, clean up of all debris and payment of dump fees, more specifically described on Exhibit A, which attached hereto and incorporated herein by reference.

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

CONTRACT PRICE. Subject to the provisions of the Terms and Conditions, District agrees to pay, and Contractor agrees to accept as full compensation for performing the Work a sum not to exceed Three Thousand Two Hundred Fifty and 00/100 Dollars (\$3,250.00) (the "Contract Price").

DISTRICT:

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

CONTRACTOR:

BAIRD SOLUTIONS, INC.
a Colorado Corporation

By: Calvin Brown, President

By: Bret A. Baird, President

TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. INSURANCE.

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

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

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

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

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

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

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

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

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

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

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

6. SAFETY.

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

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

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

7. CHANGE ORDER PROCEDURES.

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

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

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

covered under a remedy-granting provision in the Agreement. Contractor shall be responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except unless such expenses are approved as provided herein.

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

8. DISPUTES.

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

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

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

10. TERM.

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

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

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

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

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

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

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

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

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

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

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

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

END OF TERMS AND CONDITION

Baird Solutions Inc.
15525 E Flower Mound Pl
Parker, CO 80134
(303)919-2311
bairdgrounds@gmail.com

ADDRESS

Roxborough Village Metropolitan
District

ESTIMATE # 1020

DATE 09/10/2018

ACTIVITY	QTY	RATE	AMOUNT
Services Wall Demo	1	3,250.00	3,250.00
TOTAL			\$3,250.00

Accepted By

Debra Pysby
Debra Pysby
Vice President

Accepted Date

**RESOLUTION 2018-09-03
OF THE BOARD OF DIRECTORS OF
ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
DOUGLAS COUNTY, COLORADO**

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

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

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

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

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

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

APPROVED AND ADOPTED this 18th day of September, 2018, by a vote of 5 for and 0 against.

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

By: _____
Calvin Brown, President

ATTEST:

By: _____
Ronald Bendall, Secretary

SCHEDULE A

Services Agreement with Bailey Tree, LLC

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement"), is made and entered into this _____ day of September, 2018, by and between **ROXBOROUGH VILLAGE METROPOLITAN DISTRICT**, a quasi- municipal corporation and political subdivision of the State of Colorado, whose address is c/o CliftonLarsonAllen LLP, 8390 East Crescent Parkway, Suite 500, Greenwood Village, Colorado 80111-4814 (the "District"), and **BAILEY TREE, LLC**, a Colorado limited liability company, whose address is 13165 West Yale Place, Lakewood, Colorado 80228 (the "Contractor").

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

CONTRACTOR INFORMATION:

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

IT IS HEREBY AGREED AS FOLLOWS:

WORK TO BE PERFORMED. In accordance with the Terms and Conditions attached hereto, Contractor agrees to furnish all labor, tools, equipment, supervision, supplies, and other items necessary to perform the work (the "Work") described in proposal dated August 15, 2018, to include Fertilizer Program, Conifer Protection Program, General Pest Program, General Tree Maintenance and Tree Planting, more specifically described on Exhibit A, attached hereto and incorporated herein by reference.

TREE GUARANTY. The Agreement described in Exhibit A under "tree planting" shall be replaced with the following: Two-year guarantee if trees are watered.

ADDITIONAL WORK. The Terms and Conditions of this Agreement shall apply to any services or work performed by the Contractor pursuant to a Work Order approved by the District during the current fiscal year. Work orders for Removal of trees will be at the rate of \$240.00 per hour and Class 2 Pruning will be at the rate of \$150.00 per hour, each includes a two man crew.

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 Sixty-Nine Thousand Three Hundred Ten and 00/100 Dollars (\$69,310.00) (the "Contract Price").

DISTRICT:

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

CONTRACTOR:

BAILEY TREE, LLC
a Colorado limited liability company

By: Calvin Brown, President

By: Josh Nelson, PHC Manager

TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. INSURANCE.

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

b. Required Coverage Amounts.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

END OF TERMS AND CONDITION



Bailey Tree LLC

13165 W. Yale PL.
Lakewood, Co 80228
720-940-6519
baileytreetrimming@gmail.com

PROPOSAL

Generated uniquely for

Please Email us to
accept and schedule
work

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

Clifton Larson Allen 20180815

Estimator: Josh Nelson

Wednesday, August 15, 2018

303- 779-5710

Clifton Larson Allen
8390 E Crescent Parkway Suite 500
Greenwood Village, CO 80111

Worksite: 8390 E Crescent Parkway
Suite 500
Greenwood Village, CO
80111

Requested Services

Task #	Item	Description	Quantity	Cost
1	Tree(s)	Tree Maintenance	1	\$69,310.00
2019 Roxborough Tree Maintenance				
Fertilizer Program - \$10,330				
This Service includes a systemic treatment applied by soil injection twice. Our late spring/early summer application promotes healthy growth in leaves & woody tissue, while the late summer/early fall application promotes healthy root growth to help the trees feed. *Payment Due After First Application.				
Conifer Protective Program - \$7,770				
This Program is performed between April and October. This Service is for prevention and extermination of "Ips", Pine Beetle, or Tussock Moth. Pesticide will be applied 2-3 times throughout the Spring and Summer by spraying the trunk of the tree. *Payment Due After First Application				
General Pest Program - \$6,990				
This Program is for aphids, mites, caterpillars, and other damaging insects that feed on your trees leaves/needles. Pesticide will be applied 1-3 times throughout the Summer into the Fall to coincide with different stages of insect development in order to maximize efficacy. *Payment Due After First Application.				
General Tree Maintenance - \$34,225				
Prune, Remove, and Stump Grind as needed. All debris cleaned up as well. Service done between January and March.				
Tree Planting - \$9,995				
Tree Planting is per 10 Trees planted. Bailey Tree is not liable for irrigation of trees and will only guarantee trees if Landscaping Company to run water to all new trees. Minimum ten trees at a time to plant. *One year guarantee if trees are watered.				



International Society of Arboriculture
(ISA) Certified Arborists
Robert Bailey RM-0603A
Rich Nelson RM-7199A
Joshua Nelson RM-7986A

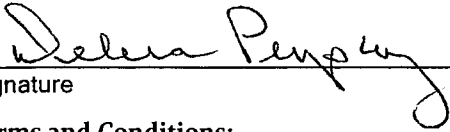
We accept Cash, Check, or Credit Card
Click here to PREPAY!



Click here to
check us out!



This estimate is for completing the job as described above. It is based on our evaluation and does not include additional services requested or required during or after this service is provided. Project timing is subject to change based on weather and other unforeseen circumstances.


Signature

9/18/19
Date

Total: \$69,310.00

Terms and Conditions:

- Prices quoted are good for 45 days. You may need a re-quote after 45 days.
- Please make sure no cars are parked under or near the tree(s) on the day of service.
- Tree services performed in the vicinity of delicate flowers and shrubs may result in some damage to those flowers and shrubs. To avoid this possibility please request a fall or winter schedule date.
- All moveable objects under and around the tree, and in the pathway between the tree and the service truck, should be moved out of the work zones prior to a service crews arrival.
- Our minimum service fee for trimming and/or removal work is \$175.00
- Our Minimum service fee for stump grinding is \$75.00
- We do not have a minimum service fee for Plant Health Care (PHC) services (injections and spraying)
- Cancellations requested with less than 24 hrs notice may be subject to a \$150 mobilization fee.
- To accept a proposal is to acknowledge & accept these terms and conditions.



International Society of Arboriculture
(ISA) Certified Arborists
Robert Bailey RM-0603A
Rich Nelson RM-7199A
Joshua Nelson RM-7986A

We accept Cash, Check, or Credit Card
Click here to PREPAY!



Click here to
check us out!

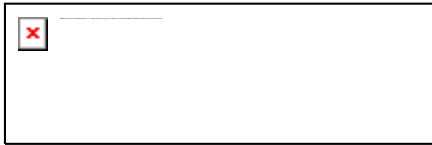


Suazo, Kathy

From: Scott Barnett <scott@mulhernmre.com>
Sent: Wednesday, October 10, 2018 10:59 AM
To: Jones, Anna; Suazo, Kathy; Calvin B
Subject: [External] FW: Roxborough Metro District Reservoir potential
Attachments: Estimate_1262_from_Aqua_Sierra_Inc.pdf

Anna,

Attached is a proposal for an INITIAL consultation on site for each of the four ponds to determine how best to upgrade the water quality management strategy. As I mentioned in my previous email, the strategy depends on goals being established to give them direction. This visit will help them understand the needs of the District and what sort of processes are readily (And cheaply) available. It needs to be added to the agenda for discussion as I know Calvin is interested in seeing what we can do. It is not a high dollar amount, but the outcome will probably have several high cost options and some lower cost options. Getting the Board input on goals before meeting them will be important. Thanks.



Scott Barnett P.E.
scott@mulhernmre.com
 188 Inverness Drive West, Suite 150
 Englewood, CO 80112
 303-649-9857 office
 303-263-3699 mobile

From: Kendra Holmes [mailto:kholmes25@aqua-sierra.com]
Sent: Wednesday, October 10, 2018 10:17 AM
To: Scott Barnett <scott@mulhernmre.com>
Subject: RE: Roxborough Metro District Reservoir potential

Scott,

Attached is the service proposal for the aquatic resource consultation to initiate a management plan for the reservoirs. Let me know if you have any questions.

If approved, we will want to complete the assessment soon prior the vegetation really starting to die back so that I get the best feel for the concerns. However, we will also want to complete the assessment on a day with good weather and sunshine to help us be able to make good observations to the needs of the resources. We need this moisture, but I am sure it will not lost long and we can get something scheduled for later this month.

Thanks,

Kendra L. Holmes
Senior Fisheries & Aquatic Biologist
Vice President of Operations

Aqua Sierra, Inc.
9094 Hwy. 285
Morrison, CO. 80465
PH: (303) 697-5486 ext. 1000
FAX: (303) 697-5069
www.aqua-sierra.com
kholmes25@aqua-sierra.com



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From: Scott Barnett <scott@mulhernmre.com>
Sent: Tuesday, October 09, 2018 12:58 PM
To: Kendra Holmes <kholmes25@aqua-sierra.com>
Subject: RE: Roxborough Metro District Reservoir potential

Kendra,
Can you send me a proposal for the on-site visit/initial evaluation? That will get the ball rolling and I have already put them on notice that they need to have specific goals for each pond. The proposal should be made to :
Roxborough Village Metropolitan District
c/o Clifton Larson Allen
8390 E Crescent Parkway, Suite 300
Greenwood Village, CO 80111

You can email me that proposal. We have a Board meeting in a few days and I will add it to the agenda.

Thanks.



Scott Barnett P.E.
scott@mulhernmre.com
188 Inverness Drive West, Suite 150
Englewood, CO 80112
303-649-9857 office

From: Kendra Holmes [<mailto:kholmes25@aquasierra.com>]
Sent: Tuesday, October 09, 2018 9:52 AM
To: Scott Barnett <scott@mulhernmre.com>
Subject: RE: Roxborough Metro District Reservoir potential

Scott,

The first step would be to understand more about the ponds and the goals of the Metro District. Typically, the best option would be to set up a site assessment/consultation which would allow us to assess the ponds, identify vegetation (depending if active growth is present), etc... and formulate a management plan. Do you have any water quality on the pond(s)? We would also be interested in location, size/depth if available, flow rates, water source, water use, etc... Depending on what is available and the stated goals, we can then put together a proposal to initiate the discussion. Costs would start at \$365 which includes an hour onsite and a summary of the visit/suggestions.

I am in the office today until 2pm if you would like to chat.

Thank you,

Kendra L. Holmes
Senior Fisheries & Aquatic Biologist
Vice President of Operations

Aqua Sierra, Inc.
9094 Hwy. 285
Morrison, CO. 80465
PH: (303) 697-5486 ext. 1000
FAX: (303) 697-5069
www.aqua-sierra.com
kholmes25@aquasierra.com



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From: Scott Barnett <scott@mulhernmre.com>
Sent: Monday, October 08, 2018 5:24 PM

To: Kendra Holmes <kholmes25@aquasierra.com>

Subject: RE: Roxborough Metro District Reservoir potential

I think they would be open to your recommendations as far as other types of fish. I think they are in to vegetation management. I also think they want to have their ponds managed better so they might be open to other inexpensive ideas. If you are interested, let me know the next steps. Thanks for the quick response.

Scott Barnett P.E.
scott@mulhernmre.com
188 Inverness Drive West, Suite 150
Englewood, CO 80112
303-649-9857 office
303-263-3699 mobile

From: Kendra Holmes [<mailto:kholmes25@aquasierra.com>]

Sent: Monday, October 08, 2018 4:53 PM

To: Scott Barnett <scott@mulhernmre.com>

Subject: Re: Roxborough Metro District Reservoir potential

Hi Scott,

We would love to help with stocking these ponds. Are you talking about stocking grass carp for vegetation management? If so, I would have some specific questions to ensure we come up with proper densities. Grass carp are a very cost effective way to manage rooted plants in ponds, so working with a reasonable, but tight, budget should not be an issue.

Let me know. We also offer other species depending on your specific goals.

Thank you,

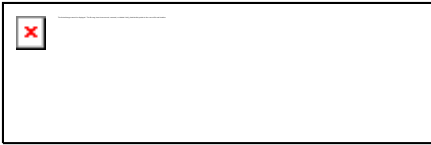
Kendra

Sent from my iPhone

On Oct 8, 2018, at 4:11 PM, Scott Barnett <scott@mulhernmre.com> wrote:

Not related to some of our previous discussions, but I do some work for a small District in Roxborough. They do not have much budget, but they do have 4 pond/reservoirs that they maintain. They are all hydraulically different, but there is possibly a need for some fish stocking. They might be open to a low cost idea such as that as these ponds all have flows through them and chemical treatment for grasses and algae does not seem like a good solution. They have asked about it, so I thought I might ask you who would be the best to discuss this idea with in order to get to a point of getting costs.

Thanks.



Scott Barnett P.E.
scott@mulhernmre.com
188 Inverness Drive West, Suite 150
Englewood, CO 80112
303-649-9857 office
303-263-3699 mobile



Service Proposal

Bill To: Roxborough Village Metro District
 c/o Clifton Larson Allen
 8390 E. Crescent Parkway, Ste. 300
 Greenwood Village, CO 80111

Proposal # 1262
Date 10/10/2018
Expiration Date
Project

Select Desired Services	Units	Rate	Amount
Aquatic Resource Consultation* - Visual Observation of 4 Small Reservoirs - Basic Aquatic Vegetation Review - Summary of Visit	1	365.00	365.00
*Information regarding resource size, depth, flow rates, water source, water use, and water quality data that may be available should be presented prior to the consultation. The summary of the visit will provide direction for establishing a management plan based on the goals presented. Initial site assessment is for one hour site; additional time will be billed at \$135/hour.			

Subtotal	
Tax	
Total	\$365.00

Aqua Sierra, Inc. will no longer assess finance charges;
 However, a \$25 late fee will accrue monthly for any account past due.

Commercial applicators are licensed by the
 Colorado Department of Agriculture

Accepted By _____ Accepted Date _____

Suazo, Kathy

From: Jones, Anna
Sent: Friday, October 12, 2018 1:40 PM
To: Suazo, Kathy
Subject: FW: Website
Attachments: FW: [External] Roxborough Website

Web updates – packet

From: Sangster, Jerel
Sent: Friday, October 12, 2018 10:18 AM
To: Jones, Anna <Anna.Jones@claconnect.com>
Subject: RE: Website

There aren't any significant updates at this time other than we've chosen a theme and she has begun construction on the website. The hosting technical difficulty has stalled us a bit.



Jerel Sangster, Public Management Analyst
 CliftonLarsonAllen LLP

Direct – 303-439-6058
jerel.sangster@CLAconnect.com

Main 303-779-5710, Fax 303-779-0348
 8390 E Crescent Parkway, Suite 300, Greenwood Village, CO 80111
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From: Jones, Anna
Sent: Friday, October 12, 2018 10:03 AM
To: Sangster, Jerel <Jerel.Sangster@claconnect.com>
Subject: Website

Did we get Ruth's memo?

Get [Outlook for iOS](#)

From: [Sangster, Jerel](#)
To: [Jones, Anna](#)
Subject: FW: [External] Roxborough Website
Date: Thursday, October 11, 2018 5:04:57 PM

Ruth pretty much hit the nail on the head to be honest. Truth is there isn't much to report due to our hosting delay (which will be resolved next week). Anything specific you want to be included?



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From: RHS Communications [mailto:ruth@rhscommunications.net]
Sent: Thursday, October 11, 2018 4:50 PM
To: Sangster, Jerel <Jerel.Sangster@claconnect.com>
Subject: Re: [External] Roxborough Website

Jerel:

I'm not really sure what to put in a report to the board. We've been stalled due to technical difficulties around our hosting credentials. You will have resolved it by the end of this week, and we will finally be moving forward. I will upgrade our WordPress account tomorrow. What else would you want me to include?

Thanks,
 Ruth

Ruth Hart Segal
RHS Communications
 1225 Detroit Street
 Denver, CO 80206
 Phone: 303-320-4974
 email: ruth@rhscommunications.net

On Oct 11, 2018, at 1:44 PM, RHS Communications <ruth@rhscommunications.net> wrote:

Oops! I will do my best to get you a draft report this afternoon.

Thanks,

Ruth

Ruth Hart Segal
RHS Communications
 1225 Detroit Street
 Denver, CO 80206
 Phone: 303-320-4974
 email: ruth@rhscommunications.net

On Oct 11, 2018, at 12:15 PM, Sangster, Jerel
 <Jerel.Sangster@claconnect.com> wrote:

Ruth,
 Sorry, I gave you the wrong information. The Board actually meets next Tuesday
 the 16th so we try to have our info prepared at least the week before the meeting.

Thanks



Jerel Sangster, Public Management Analyst

CliftonLarsonAllen LLP

Direct – 303-439-6058

jerel.sangster@CLAconnect.com

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From: Sangster, Jerel
Sent: Thursday, October 11, 2018 10:14 AM
To: 'RHS Communications' <ruth@rhscommunications.net>
Subject: RE: [External] Roxborough Website

Thanks Ruth,

Can the progress report be prepared today? It doesn't have to be extensive but a
 memo with the highlights of the process this far.

Thank you



Jerel Sangster, Public Management Analyst

CliftonLarsonAllen LLP

Direct – 303-439-6058

jerel.sangster@CLAconnect.com

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

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From: RHS Communications [<mailto:ruth@rhscommunications.net>]

Sent: Wednesday, October 10, 2018 5:55 PM

To: Sangster, Jerel <Jerel.Sangster@claconnect.com>

Subject: Re: [External] Roxborough Website

Jerel:

Sounds good. I will get started in WordPress tomorrow. I can definitely draft a progress report, and hopefully, we'll have something to show the board by 10/23.

Thanks,
Ruth

Ruth Hart Segal

RHS Communications

1225 Detroit Street

Denver, CO 80206

Phone: 303-320-4974

email: ruth@rhscommunications.net

On Oct 10, 2018, at 12:21 PM, Sangster, Jerel
<Jerel.Sangster@claconnect.com> wrote:

Also, I think we should move forward with Natural. If you can update to the premium plan than you will be reimbursed as part of your fees for constructing the website. Also, not 100% sure 1and1 will be the best hosting site so once I get the ownership transferred over to CLA we can finalize with WordPress or look into another option. I will speak with the gentlemen next Friday to complete this process. Also, if me and you could work together on a quick write up of the website progress so far that can be presented to the board before the next meeting (the 23rd) that would great. Thanks again for the graphic design contacts as well.

Best


Jerel Sangster, Public Management Analyst

CliftonLarsonAllen LLP

Direct – 303-439-6058

jerel.sangster@CLAconnect.com

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From: RHS Communications [<mailto:ruth@rhscommunications.net>]

Sent: Thursday, October 4, 2018 3:58 PM

To: Sangster, Jerel <Jerel.Sangster@claconnect.com>

Subject: Re: [External] Roxborough Website

Jerel:

Thanks for looking through the themes so quickly. I really like Natural (I don't know why I didn't include it in the selections I sent to you).

I did look at Periodical and ruled it out because it is designed for blog content (i.e. online magazine or periodical). There don't appear to be any normal "pages;" they are all tied to blog "posts." I don't think this will work for Roxborough's content. Anemone has the same problem as Periodical - blog-driven.

What do you think about the idea of me getting started with Natural, and we'll see what it looks like? We can always change to one of the others if we don't like it.

How do you want me to upgrade to the Premium plan? Do you want me to pay for it and bill you, or do you want to pay for it directly with a CLA credit card (i.e. login and change the plan)?

Thanks,
Ruth

Ruth Hart Segal
RHS Communications
 1225 Detroit Street
 Denver, CO 80206
 Phone: 303-320-4974
 email: ruth@rhscommunications.net

On Oct 4, 2018, at 1:45 PM, Sangster, Jerel
<Jerel.Sangster@claconnect.com> wrote:

Thanks Ruth,

After taking a look, I do like the themes you've picked out. I also found three others that I am fond of and would like to know your thoughts. My top three in order are; Natural, Anemone and Periodical. What do you think of these?



Jerel Sangster, Public Management Analyst

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jerel.sangster@CLAconnect.com

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From: RHS Communications
[<mailto:ruth@rhscommunications.net>]
Sent: Thursday, October 4, 2018 10:56 AM
To: Sangster, Jerel <Jerel.Sangster@claconnect.com>
Subject: Re: [External] Roxborough Website

Jerel:

I like this plan! Here are the login credentials for WordPress —

username: roxboroughtest

pw: Rox@Metro1

Thanks,
Ruth

Ruth Hart Segal
RHS Communications
1225 Detroit Street
Denver, CO 80206
Phone: 303-320-4974

email: ruth@rhscommunications.net

On Oct 4, 2018, at 10:02 AM, Sangster, Jerel <Jerel.Sangster@claconnect.com> wrote:

Ruth,

Can you share the login credentials for WordPress so I can view the themes? I seem to only have the info for GoDaddy and Wix.

Secondly, my initial thought is to keep the website hosting at WordPress since it is included in our premium plan. Unless the pros/cons of using another hosting site heavily favor another option I think it behooves us to stick with WordPress for centralization purposes (don't want this 1and1 issue to continue being a thing). That being said, I'll be sure to review those themes and let you know my thoughts as soon as I can.

Thanks



Jerel Sangster, Public Management Analyst

CliftonLarsonAllen LLP

Direct – 303-439-6058

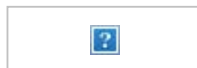
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From: RHS Communications

[\[mailto:ruth@rhscommunications.net\]](mailto:ruth@rhscommunications.net)

Sent: Tuesday, October 2, 2018 3:39 PM

To: Sangster, Jerel
<Jerel.Sangster@claconnect.com>
Subject: Re: [External] Roxborough
Website

Jerel:

I did not know Roxborough even had a logo (it's not on the current website). Unfortunately, I am not a graphic designer. However, I can recommend one or two if you need suggestions.

Since we last spoke, I have gathered a bit more information. First, I learned that the WordPress plans I forwarded to you include hosting (by WordPress). If we go this route, and since the board approved a subscription to WordPress Premium, we would need to find a new theme that will work for us. (We would need WP's Business plan to use the theme we liked called Powerpress Lite.) If you [click here](#) and log into WordPress, you should see a list of all the Premium themes. A few that I have identified that I think would work well for us are: Verity, Luxury, Venture, Pena and possibly The Four. Let me know if you like any of these or see any others that you like better.

That said, we also have the option of using the WordPress theme we like (Powerpress Lite) and hosting it elsewhere (like GoDaddy or 1and1). I'm a neophyte regarding the backend (as you might have deduced), however, I am confident that I can figure it out. We already have pricing from GoDaddy for hosting. "Ron" quoted \$143.64 for three years (he said it's a 55% discount off the rack rate). I can also ask him for a one-year rate. And, I can also ask about pricing for 1and1, once we have resolved the mystery of login credentials. I'm not sure what the pros and cons are of using WordPress for hosting vs. GoDaddy, 1and1 or another yet-to-be identified hosting company. I will ask around and see what I can learn.

Given this new, albeit limited, info, do you have any initial thoughts about

which direction you might want to go?

Thanks,
Ruth

Ruth Hart Segal
RHS Communications
1225 Detroit Street
Denver, CO 80206
Phone: 303-320-4974
email: ruth@rhscommunications.net

On Oct 2, 2018, at 9:33
AM, Sangster, Jerel
<Jerel.Sangster@claconnect.com>
wrote:

Good Morning Ruth,

I sent him an email yesterday
and I am waiting for his
response. I might have one or
two more ideas if that doesn't
produce anything. Hopefully
we can get this resolved
today. Another thing, the
Roxborough logo is also in
need of an upgrade. Is graphic
design somewhere in your
realm and if so would you be
able to come up with a new
design?



Jerel Sangster, Public Management Analyst

CliftonLarsonAllen LLP

Direct – 303-439-6058

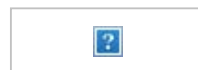
jerel.sangster@CLAconnect.com

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

8390 E Crescent Parkway, Suite 300, Greenwood Village, CO 80111

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CONSULTING](#)



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Wealth Advisors, LLC, an SEC-registered investment advisor.

[Send me your files with secure file transfer.](#)

From: RHS Communications
[<mailto:ruth@rhscommunications.net>]

Sent: Tuesday, October 2,
2018 9:29 AM

To: Sangster, Jerel
<Jerel.Sangster@claconnect.com>

Subject: Re: [External]
Roxborough Website

Jerel:

Do you think your current
web guy might have the
1and1 login credentials?

I am working on additional
information and will be
back in touch with you later
this afternoon.

Thanks,
Ruth

Ruth Hart Segal
RHS Communications
1225 Detroit Street
Denver, CO 80206
Phone: 303-320-4974
email: ruth@rhscommunications.net

On Sep 28,
2018, at 8:53
AM, Sangster,
Jerel
<Jerel.Sangster@claconnect.com>
wrote:

I can ask her. She
hasn't been
apart of our
Roxborough
team for some

years. Kathy Suazo is our current District Administrator. I will check and see what else I can find out. What steps can we take if that information doesn't turn up?

**Jerel Sangster, Public Management Analyst**

CliftonLarsonAllen LLP

Direct – 303-439-6058

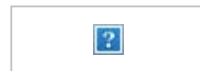
jerel.sangster@CLAconnect.com

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

8390 E Crescent Parkway, Suite 300, Greenwood Village, CO 80111

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From: RHS Communications
[\[mailto:ruth@rhscommunications.net\]](mailto:ruth@rhscommunications.net)

Sent: Thursday,
September 27,
2018 4:24 PM

To: Sangster,
Jerel
<Jerel.Sangster@claconnect.com>

Subject: Re:
[External]
Roxborough
Website

Thanks, Jerel. I was concerned that you weren't getting my emails.

However, I think we will have to figure out how to get to the bottom of the 1and1 issue in order to move our domain elsewhere. Do you think it is in Cindy Jenkins' name like the GoDaddy account?

Ruth

Ruth Hart Segal
RHS
Communications
1225 Detroit Street
Denver, CO 80206
Phone: 303-320-4974
email: ruth@rhscommunications.net

On
Sep
27,
2018,
at
11:55
AM,
Sangster,
Jerel
<Jerel.Sangster@claconnect.com>
wrote:

My
apologies,
I
was
out
of
the
office

Monday
and
Tuesday
but
I
did
receive
the
email.
I
have
no
knowledge
of 1
and
1
and
I
haven't
been
able
to
find
anything
in
our
records.
It is
probably
best
we
move
the
hosting
elsewhere.

Thanks



Jerel Sangster, Public Management Analyst

CliftonLarsonAllen LLP

Direct – 303-439-6058

jerel.sangster@CLAconnect.com

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

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From: RHS
Communications
[\[mailto:ruth@rhscommunications.net\]](mailto:ruth@rhscommunications.net)

Sent: Thursday,
September
27,
2018
11:07
AM
To: Sangster,
Jerel
<Jerel.Sangster@claconnect.com>

Subject: [External]

Re:
Roxborough
Website

Jerel:

Did
you
receive
the
attached
email,
which
I
sent
on
Monday
(and
resent
yesterday)?
Do
you
know
anything
about
land1?

Thanks,
Ruth

**Ruth
Hart
Segal
RHS
Communications**
1225
Detroit
Street
Denver,
CO
80206
Phone:
303-
320-
4974
email: ruth@rhscommunications.net

On
Sep
24,
2018,
at
5:52
PM,
RHS
Communications
<ruth@rhscommunications.net>
wrote:

Jerel:

I
looked
into
your
GoDaddy
account
today
and
learned
that
you
have
your
domain
through
them,
but
your

hosting
is
through [land1](#)
[Hosting](#).
Does
this
sound
familiar?
If
so,
can
you
please
send
me
the
login
credentials?
Do
you
think
you
want
to
stay
with
land1
or
move
your
hosting
elsewhere?
(The
customer
service
rep
I
chatted
with
at
GoDaddy
offered
a
3-
year
basic
managed
WordPress
plan
for
\$143.64.
We'll
have
to
shop

around
to
see
if
that's
a
good
deal
or
not.)

FYI,
Cindy
Jenkins
is
the
name
on
the
Roxborough
GoDaddy
account.
Is
that
okay,
or
does
it
need
to
be
updated?

Thanks,
Ruth

**Ruth
Hart
Segal
RHS
Communications**

1225
Detroit
Street
Denver,
CO
80206
Phone:
303-
320-
4974

email: ruth@rhscommunications.net

The
information
(including
any
attachments)
contained
in
this
document
is
confidential
and
is
for
the
use
only
of
the
intended
recipient.
If
you
are
not
the
intended
recipient,
you
should
delete
this
message.
Any
distribution,
disclosure,
or
copying
of
this
message,
or
the
taking
of
any
action
based
on
its
contents
is
strictly
prohibited.
CliftonLarsonAllen
LLP

From: [Sangster, Jerel](#)
To: [Jones, Anna](#); [Suazo, Kathy](#); [Shannon, Patrick](#)
Subject: Rox Bathrooms
Date: Friday, September 21, 2018 11:44:29 AM
Attachments: [RVM D Plumbing.pdf](#)

Team,

Here is the invoice from the Lord & Reiser service call to Roxborough. Just a few notes.

- 1) Both toilets in the ladies restroom repaired.
- 2) Both water fountains were partially fixed. The drainage system was repaired but the short one needs a replacement button and the tall one needs a "T" valve replacement
- 3) Parts and service charge for water fountains were waived.
- 4) Billed \$470.00 for repairing two toilets in ladies restroom.



Jerel Sangster, Public Management Analyst

CliftonLarsonAllen LLP

Direct – 303-439-6058

jerel.sangster@CLAconnect.com

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

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LORD & REISER PLUMBING
MECHANICAL & RADON

PO BOX 620462
Littleton, CO 80162
303.210.5214
MP - 180562

Invoice#

Information

Work Order #: 460541

Authorization #: _____

Arrival Date: 9-21-18

Date Work Performed: 9-21-18

Date of Job Completion: _____

Time Started on Job: 9 AM

Time Ended Job: 11 AM

Total Time: _____

Service Address Information

Customer Name: Roxborough Village M.D

Address: 410 Clifton Larson Allen

City, State, Zip: _____

Home Phone: 303 439 6058

Work Phone: _____

Cell Phone: _____

Bill to Address

Name: _____ Warranty: _____

DESCRIPTION	Labor	Parts	Total
Item/Product Repaired/Serviceed <u>Repair supply line valve</u>			
Make: <u>at women's 2nd stall</u>			
Model: <u>and mens urinal</u>			
Serial #: <u>Address not working drinking fountain</u>			
<u>Service call charge. WAIVED</u>			
<u>1) Set Quoted price for repair @ women's toilet valve</u>			<u>260⁰⁰</u>
<u>2) Set Quoted price for repairs @ Mens Urinal</u>			<u>210⁰⁰</u>
<u>3) Upon repair of drain system at smaller drinking fountain, found push button water supply damaged. Will need replacement. Taller fountain requires "T" valve replacement. Parts need to be found for completion. Drain to both fountain working properly now.</u>			
Property Damage: YES _____ NO <u>X</u>			
Method of Service Fee Payment: Check: _____ Cash: _____ CC: _____			Sub Total <u>470⁰⁰</u>
Check #: _____ CC Autho. #: _____ Total Rec.: _____			Less Service Fee Paid _____
Visa: _____ MC: _____ DSV: _____ CC#: _____ Exp. Date: <u>1</u>			Please Pay This Amount _____
Employee Signature: _____			

Customer Signature: [Signature] **Reason for No Signature:** _____

Net due upon completion unless otherwise previously agreed upon in writing. If payment is not made as agreed, seller can remove said equipment / materials at the seller's expense. Any damage resulting from said removal shall not be the responsibility of the seller. "I hereby authorize the work hereinafter set forth to be done along with materials required. An Express Mechanics lien is hereby acknowledged on the property for which work is done to secure the amount thereto"

Acknowledgment of Estimate: _____ **For \$** _____

All materials, parts, and equipment are warranted by the manufacturer or suppliers written warranty only. All labor performed by Lord and Reiser is warranted for 90 days or as otherwise indicated by writing. Lord & Reiser makes no other warranties expressed or implied. We will not be responsible for loss or damage caused by fire, theft, testing, or any other causes beyond our control.

Roxborough Metro Village

1. Elk Mountain
2. Mule Deer
3. Marmot Park

September 5th 2018

Inspected By:

Adam Johnsen CSP, CPSI





Elk Mountain



- Replace playground signage
- When you start repairs on the playground replace the China shackles on the swing set.



Missing bolt on slide chute

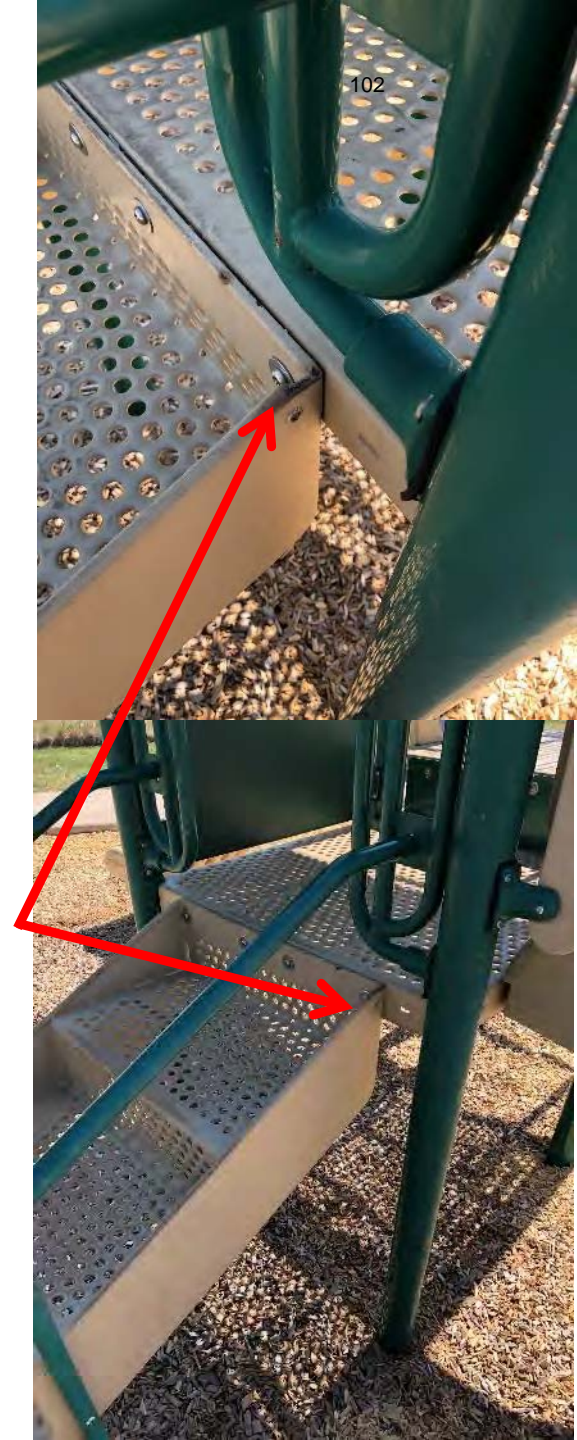
Cracked slide chute



Crack in slide chute



Coating on stairs is starting to wear. These types of wear spots can be patched before they get worse. There is not a perfect solution but I will help keep it from spreading.





103



Lose bolt on panel

Lose bolt and a missing bolt on the panel





Playground surface material ranged from 7- 9 inches. The standard calls for



Surface material ranged from 5 inches to 8 inches



Surface material was 6 inches

Items To Address:

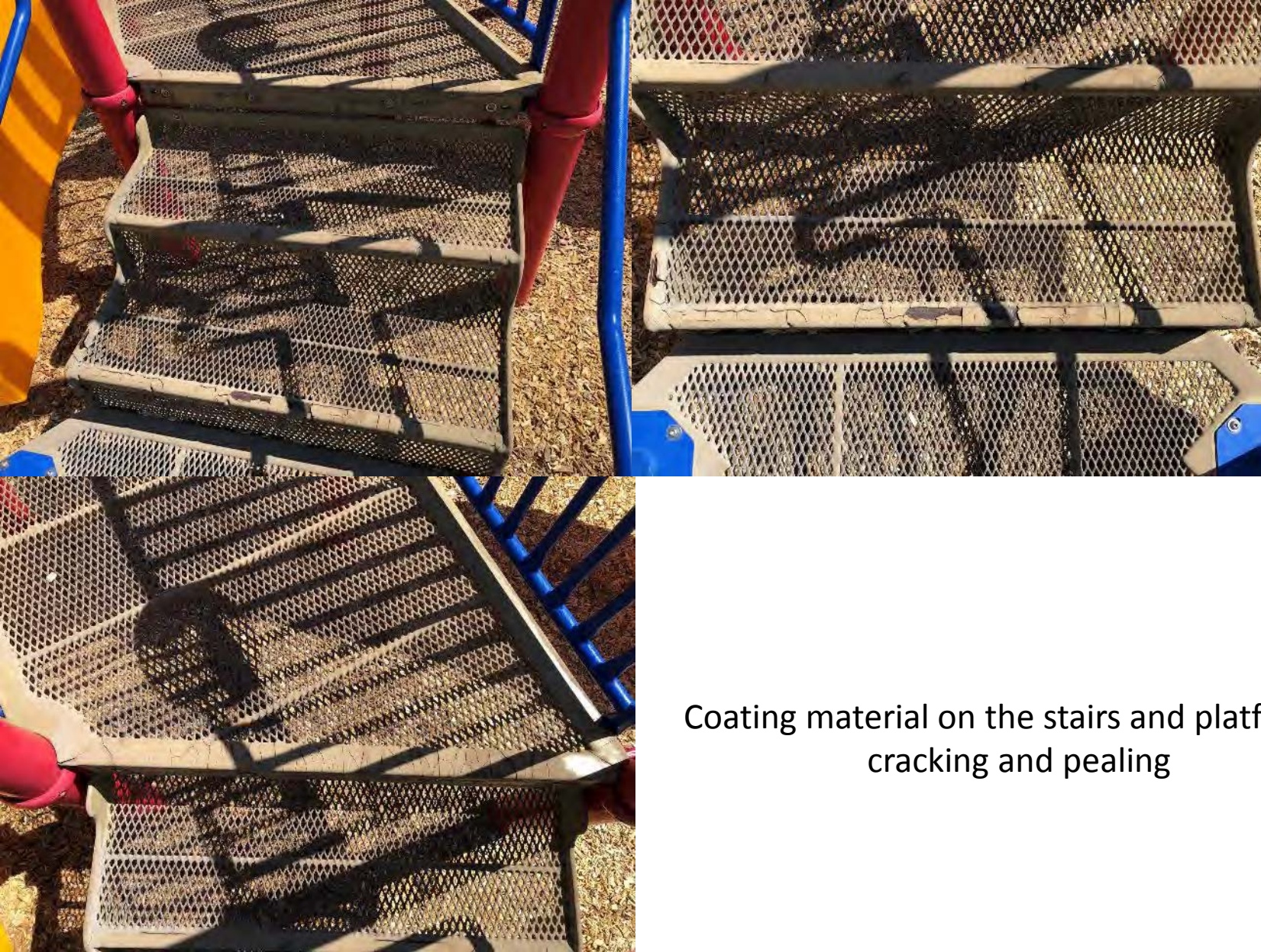
1. Replace playground signage – Slide 3
 1. Include age range for playground and include that in the new signage. This playground appears to be for ages 5-12.
2. Replace China shackles on the swing set – Slide 3
3. Missing bolt in the slide chute – Slide 4
4. Cracks in the slide chute – Slide 4
5. Crack in the slide chute – Slide 5
6. Coating on stairs is starting to wear. Repair before it gets worse. – Slide 5
7. Lose bolt on panel – Slide 6
8. Lose bolt and a missing bolt on panel – Slide 6
9. Playground surface material ranges from 5-9 inches. Ensure there is 9 inches of surface material everywhere. – Slide 7-9



Mule Park



Playground signage has been torn. Stickers on playground are wearing and coming off



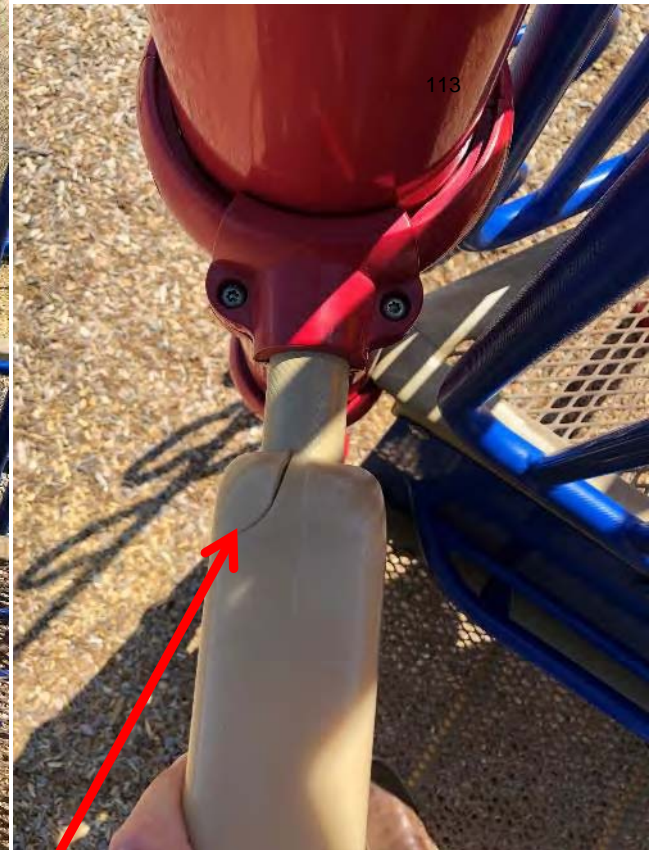
Coating material on the stairs and platform is cracking and peeling



Cracking on the platform



Cracks on both ends of the slide chute



Cracks in panel



Lose bolt and something on the bottom of the platform that appears to be mold



Cap is starting to fall out of the panel.



Surface material in these areas ranged from 8-9 inches

Items To Address:

1. Playground signage needs to be replaced – Slide 12
 1. Include age range for playground and include that in the new signage.
This playground appears to be for ages 5-12.
2. Stickers on playground are wearing off. - Slide 12
3. Coating material on the stairs and platform has cracked and chipped beyond repair. – Slide 13-14
4. Crack on both ends of the slide chute. Replace chute. – Slide 15
5. Crack on both ends of the panel. Replace panel. – Slide 16
6. Lose bolt under slide and black spots that appear to be mold. – Slide 17
7. Cap is starting to fall off of the panel. I could not push it back in by hand. – Slide 18
8. Surface material ranged from 8-9 inches in the tested areas. – Slide – 19

Other Playground suggestion:

- Because there is so much that needs to be done to the playground I think that it is a good idea to tear it out and put in a new playground.
 - Multiple panels need to be replaced and the coating on the stairs and platform is beyond repair.



Marmot Park



Cracks on the sidewalk



Bike lock should be removed from playground





There are some cracks in the chain coating.
Keep an eye on it to make sure it doesn't get
any worse.



Chip out of the platform coating. Repair it so that it doesn't get worse. I do not have a perfect repair but I have read on some forums that some have sanded it down a little bit and used truck bed liner.



Missing bolt on panel



Lose bolt on panel



Clean bird feces off of the bottom of
playground



Lose bolt on steps

China shackles should be replaced



Surface material ranged from 5.5 – 8 inches



Surface material ranged from 4.5 – 9 inches

Items To Address:

1. Replace playground signage.
 1. Include age range for playground and include that in the new signage. This playground appears to be for ages 5-12.
2. Cracks in sidewalk – Slide 22
3. Bike lock should be removed from playground. – Slide 22
4. Cracks in the chain coating. Keep an eye on it. If it gets worse the chain ladder might need to be replaced. – Slide 23
5. Chip on platform coating. Repair crack so it doesn't get worse. These chips tend to be the beginning of cracks and the sun causing shrinkage. – Slide 24
6. Missing bolt on panel. – Slide 25
7. Lose bolt on panel. – Slide 25
8. Clean bird feces off of the bottom of the playground. – Slide 26
9. Lose bolt on the steps. – Slide 27
10. Replace the China shackles. – Slide 27
11. Surface material ranges from 4.5 – 9 inches. – Slide 28-29

Suazo, Kathy

From: Jones, Anna
Sent: Thursday, October 11, 2018 9:25 AM
To: Sangster, Jerel
Cc: Suazo, Kathy
Subject: RE: Rox Logo

Lets include in the agenda.

From: Sangster, Jerel
Sent: Thursday, October 11, 2018 9:11 AM
To: Jones, Anna <Anna.Jones@claconnect.com>
Subject: RE: Rox Logo

Ruth doesn't do graphic design but put me in contact with two individuals who we could work with. Brienne Jepkema would be my choice based on the work I've seen and the comparative costs. Brienne charges a \$45 hourly rate and says now logos typically range from between \$200-\$300. The other contact charged a project fee ranging from \$2,500-\$5,000. Unless a typo, seems like a no brainer to me, should we move forward with Brienne and start having her get started?



Jerel Sangster, Public Management Analyst
CliftonLarsonAllen LLP

Direct – 303-439-6058
jerel.sangster@CLAconnect.com

Main 303-779-5710, Fax 303-779-0348
8390 E Crescent Parkway, Suite 300, Greenwood Village, CO 80111
CLAconnect.com

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From: Jones, Anna
Sent: Tuesday, October 9, 2018 6:59 PM
To: Sangster, Jerel <Jerel.Sangster@claconnect.com>
Subject: Rox Logo

Is Ruth designing one?
If not can we ask her to?
Plz ask her the cost to do so.
Thx.



Anna Jones, Public Manager

State and Local Government, CliftonLarsonAllen LLP

Direct 303-793-1478, Mobile 303-931-6134

anna.jones@CLAconnect.com

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

8390 E Crescent Parkway, Suite 500, Greenwood Village, CO 80111

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The Following Are Post Packet Items:

Items That Were
Distributed At The Meeting
And Not In
The Original Packet

Possible posting locations:

1. **Arrowhead Golf course** – 303-973-9614
 - 10850 Sundown Trail, Littleton, CO 80125
2. **Safeway** – (303) 242-3563
 - 8355 N Rampart Range Rd, Littleton, CO 80125
3. **Shell gas station** – (303) 979-9226
 - 7887 N Rampart Range Rd, Littleton, CO 80125
4. **Roxborough Library** (303) 791-7323
 - 8357 N Rampart Range Rd #200, Littleton. CO 80125
5. **Roxborough Water and Sanitation District** – (303) 979-7286
 - 6222 Roxborough Park Rd, Littleton, CO 80125
6. **Roxborough Parks** - Community Park/ Crystal Lake/ Chatfield Farms
7. **Roxborough Primary School** (303) 387-6000
 - 8000 Village Cir W Littleton, CO 80125
8. **Roxborough Intermediate School** (303) 387-7600
 - 7370 Village Cir E Littleton, CO 80125



WELCOME TO THE METRO DISTRICT - RULES & REGULATIONS - FORMS & DOCUMENTS - ROXBOROUGH VILLAGE HOAS - CONTACT US

WELCOME TO THE METRO DISTRICT

About Roxborough Village Metro District


Lorem ipsum dolor sit amet, consectetur adipiscing elit. Vestibulum semper malesuada malesuada. Praesent imperdiet nunc lorem, id viverra lacus ultricies nec. Ut malesuada, tortor eget volutpat volutpat, lectus massa suscipit turpis, nec hendrerit nulla nisi in nibh. Donec at porta orci. Morbi non quam nisi. Class aptent taciti sociosqu ad litora torquent per conubia nostra, per inceptos himenaeos.

[Learn more about Roxborough Village Metro District>>](#)

What is a Metro District?


Metropolitan and Special Districts are authorized by Article-1 of Title-32 of the Colorado state statutes. Districts are units of local government. A special district provides public improvements and services to its property owners and residents. A metropolitan district is a special district that provides two or more types of improvements and services.

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RULES & REGULATIONS

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FORMS & DOCUMENTS

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NEWS AND REMINDERS

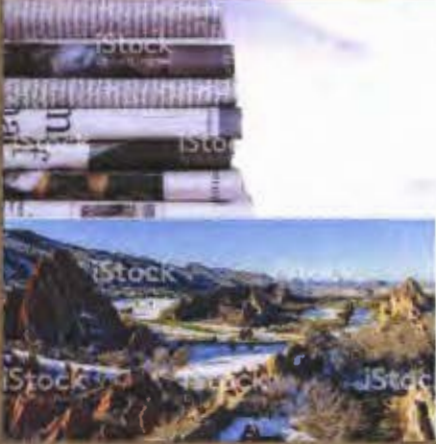
This can easily be changed to communicate pressing thoughts and information.

Posted on October 14, 2018 by [Roxborough Metro District](#) [Leave a Comment](#)

ASK A QUESTION OR SHARE YOUR THOUGHTS

At Roxborough Village Metro District, we strive to meet our members' needs as best we can. Please fill out the short form below to as a question or share your thoughts with us?

Posted on October 12, 2016 by [Roxborough Metro District](#) [Leave a Comment](#)





Quotation

Quote Number: Q8913B

Quote Date: Oct 12, 2018

Sales Rep: Erin Starr

erin@starplaygrounds.com

Playground Equipment * Site Furnishings * Shade Structures * Surfacing

Quoted To:	Proposed For:	Contact Name	
Roxborough Village Metro District 8390 E. Crescent Parkway Suite 500 Greenwood Village, CO 80111 Cust ID: Roxborough Village	Marmont Ridge Park Location 9701 Marmont Ridge Littleton, CO 80125	Pat Shannon	
		Phone	Email
		3032657998	

Qty	Item	Description	Unit Price	Amount
1	EFI	Price includes equipment, freight and factory certified installation.		
1	Remove/Dispo	Removal and disposal of current structure	\$ 3,695.00	\$ 3,695.00
1		Playworld sale structure 350-1818	\$ 30,559.00	\$ 30,559.00
1		Playworld Spin Cup ZZXX0065	\$ 1,133.00	\$ 1,133.00
5		Playworld Butterfly Climbers ZZXX0480	\$ 644.00	\$ 3,220.00
1		2H 2018 Promo discount (equipment must be ordered by 12/3/18)	\$ -5,113.00	\$ -5,113.00
1		Winter Install Incentive	\$ -1,000.00	\$ -1,000.00
51	EWF	Accessible Engineered Wood Fiber Surfacing (EWF) top off	\$ 51.25	\$ 2,613.75

Pricing excludes taxes, prevailing wages, irrigation repairs and site preparation unless otherwise noted and is valid for 30 days from the date above. If tax exempt, please provide a copy of your tax exempt certificate or tax will be included. Late fees and interest at the rate of 18% per annum will be charged on all past due accounts. A 3% fee may be added to payments made by credit card. Owner is responsible for locating all irrigation and drainage system components. Star Playgrounds is not responsible for damages caused by failure to properly locate any components. Owner is responsible for providing water, power and direct truck access to site for installation. Failure of owner to properly prepare the site by the scheduled date of installation will result in liquidated damages in the amount of \$325 per day. Due to the variation in soil conditions in the mountainous or rocky areas, the quoted/contracted installation price may need to be increased. If we encounter issues in digging, you be notified immediately and we will submit a change order prior to continuing. After 90 days, an equipment storage fee equal to the trailer storage costs plus \$350 per month will be accessed for all equipment stored.

Subtotal	\$ 35,107.75
Sales Tax	\$ 1,296.51
TOTAL	\$ 36,404.26

9892 Titan Park Circle, Unit 1, Littleton, CO 80125
Office: 303.791.7626 Fax: 303.791.3314
www.starplaygrounds.com

350-1818

350-1818



350-1818

PLAYWORLD
The world needs play.







Quotation

Quote Number: Q8913C

Quote Date: Oct 12, 2018

Sales Rep: Erin Starr

erin@starplaygrounds.com

Playground Equipment * Site Furnishings * Shade Structures * Surfacing

Quoted To:	Proposed For:	Contact Name	
Roxborough Village Metro District 8390 E. Crescent Parkway Suite 500 Greenwood Village, CO 80111 Cust ID: Roxborough Village	Elk Mountain Cir Park Location 9536 Elk Mountain Circle Littleton, CO 80125	Pat Shannon	
		Phone	Email
		3032657998	

Qty	Item	Description	Unit Price	Amount
1	EFI	Price includes equipment, freight and factory certified installation.		
1	Remove/Dispo	Removal and disposal of current structure	\$ 3,295.00	\$ 3,295.00
1		Playworld sale structure FUN-1491	\$ 25,306.00	\$ 25,306.00
1		2H 2018 Promo discount (equipment must be ordered by 12/3/18)	\$ -5,079.00	\$ -5,079.00
1		Winter Install Incentive	\$ -1,000.00	\$ -1,000.00
25	EWF	Accessible Engineered Wood Fiber Surfacing (EWF) top off	\$ 51.25	\$ 1,281.25

Pricing excludes taxes, prevailing wages, irrigation repairs and site preparation unless otherwise noted and is valid for 30 days from the date above. If tax exempt, please provide a copy of your tax exempt certificate or tax will be included. Late fees and interest at the rate of 18% per annum will be charged on all past due accounts. A 3% fee may be added to payments made by credit card. Owner is responsible for locating all irrigation and drainage system components. Star Playgrounds is not responsible for damages caused by failure to properly locate any components. Owner is responsible for providing water, power and direct truck access to site for installation. Failure of owner to properly prepare the site by the scheduled date of installation will result in liquidated damages in the amount of \$325 per day. Due to the variation in soil conditions in the mountainous or rocky areas, the quoted/contracted installation price may need to be increased. If we encounter issues in digging, you be notified immediately and we will submit a change order prior to continuing. After 90 days, an equipment storage fee equal to the trailer storage costs plus \$350 per month will be accessed for all equipment stored.

Subtotal	\$ 23,803.25
Sales Tax	\$ 820.33
TOTAL	\$ 24,623.58

9892 Titan Park Circle, Unit 1, Littleton, CO 80125
Office: 303.791.7626 Fax: 303.791.3314
www.starplaygrounds.com

Compact

Equipment Manufacturer



FUN-1491



Compact

Equipment Manufacturer



FUN-1491



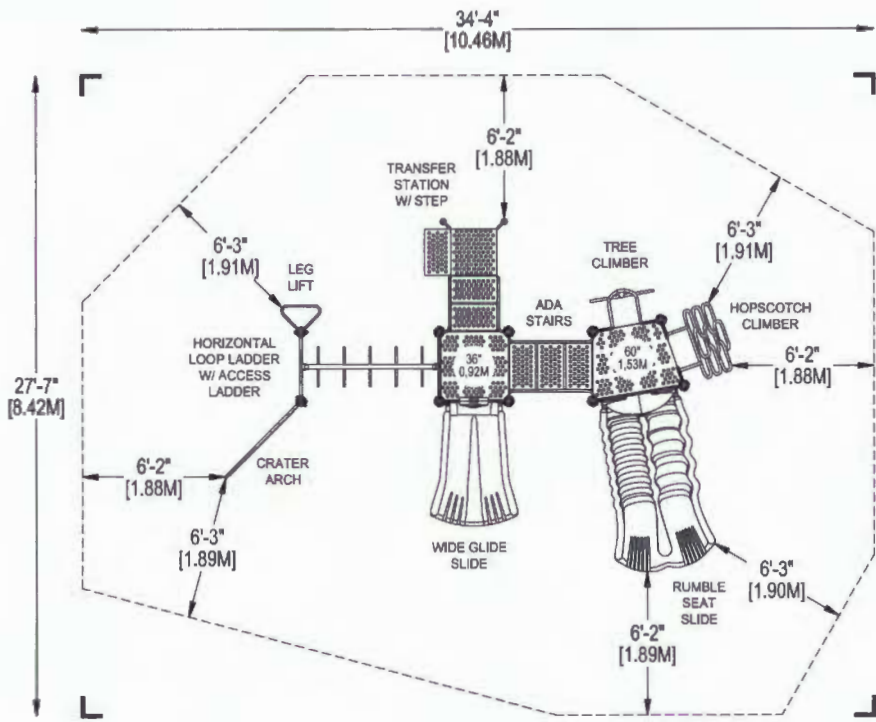
Primary



Natural



Metro



PLAYWORLD SYSTEMS, INC.
 1000 Buffalo Road
 Lewisburg, PA
 17837-9795 USA

EQUIPMENT SIZE
21'11" x 15'3" x 10'5"
 6,68M x 4,65M X 3,18M

USE ZONE
34'4" x 27'7"
 10,46M x 8,42M

AREA	PERIMETER
790 SqFt	106 Ft.
73,38 SqM	32,31M

FALL HEIGHT
8 Ft.
 2,44M

USER CAPACITY	AGE GROUP
28	5-12

ADA SCHEDULE	Total Elevated Play Activities	5	
	Total Ground-Level Play Activities	2	
		Accessible Elevated Activities	Accessible Ground-Level Activities
Required	3	2	2
Provided	5	2	2

- ✓ ASTM F1487-11
- ✓ CPSC #325



PROJECT NO FUN-1481B	SCALE 1/4"=1'-0"
--------------------------------	---------------------

DRAWN BY M. MERTZ	Paper Size B
DATE 06-SEP-15	

COMPACT
CATALOG PRE-DESIGN

*PLAYGROUND SUPERVISION REQUIRED



Quotation

Quote Number: Q8913D

Quote Date: Oct 12, 2018

Sales Rep: Erin Starr

erin@starplaygrounds.com

Playground Equipment * Site Furnishings * Shade Structures * Surfacing

Quoted To:	Proposed For:	Contact Name	
Roxborough Village Metro District 8390 E. Crescent Parkway Suite 500 Greenwood Village, CO 80111 Cust ID: Roxborough Village	Mule Deer Place Park Location 7846 Mule Deer Place Littleton, CO 80125	Pat Shannon	
		Phone	Email
		3032657998	

Qty	Item	Description	Unit Price	Amount
1	EFI	Price includes equipment, freight and factory certified installation.		
1	Remove/Dispo	Removal and disposal of current structure	\$ 2,895.00	\$ 2,895.00
1		Playworld sale structure 350-1736	\$ 19,869.00	\$ 19,869.00
1		2H 2018 Promo discount (equipment must be ordered by 12/3/18)	\$ -3,269.00	\$ -3,269.00
1		Winter Install Incentive	\$ -1,000.00	\$ -1,000.00
16	EWF	Accessible Engineered Wood Fiber Surfacing (EWF) top off	\$ 51.25	\$ 820.00

Pricing excludes taxes, prevailing wages, irrigation repairs and site preparation unless otherwise noted and is valid for 30 days from the date above. If tax exempt, please provide a copy of your tax exempt certificate or tax will be included. Late fees and interest at the rate of 18% per annum will be charged on all past due accounts. A 3% fee may be added to payments made by credit card. Owner is responsible for locating all irrigation and drainage system components. Star Playgrounds is not responsible for damages caused by failure to properly locate any components. Owner is responsible for providing water, power and direct truck access to site for installation. Failure of owner to properly prepare the site by the scheduled date of installation will result in liquidated damages in the amount of \$325 per day. Due to the variation in soil conditions in the mountainous or rocky areas, the quoted/contracted installation price may need to be increased. If we encounter issues in digging, you be notified immediately and we will submit a change order prior to continuing. After 90 days, an equipment storage fee equal to the trailer storage costs plus \$350 per month will be accessed for all equipment stored.

Subtotal	\$ 19,315.00
Sales Tax	\$ 656.80
TOTAL	\$ 19,971.80

9892 Titan Park Circle, Unit 1, Littleton, CO 80125
Office: 303.791.7626 Fax: 303.791.3314
www.starplaygrounds.com

350-1736

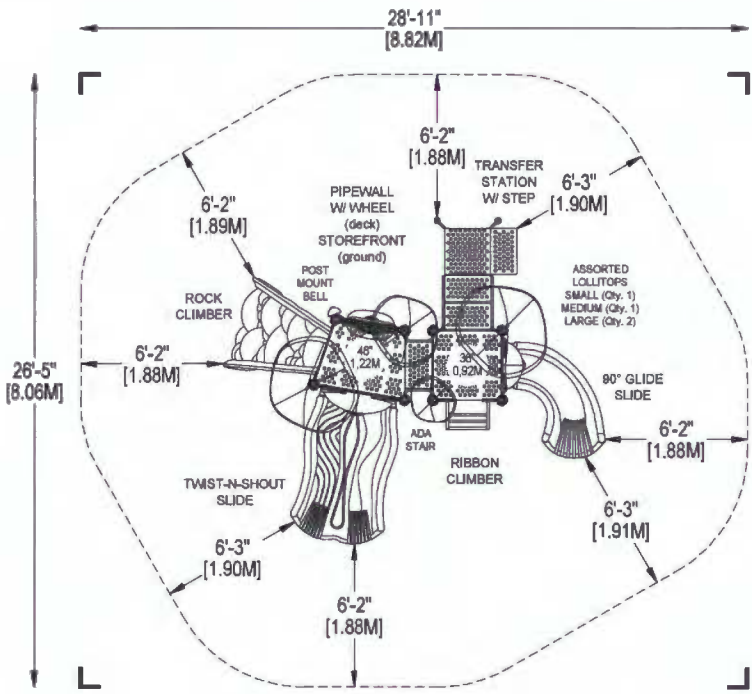
Equipment Manufacturer



350-1736

Playworld Model 350-1736





PLAYWORLD SYSTEMS, INC.
1000 Buffalo Road
Lewisburg, PA
17637-8795 USA

EQUIPMENT SIZE
16'7" x 14'1" x 12'6"
5,05M x 4,29M x 3,81M

USE ZONE
28'11" x 26'5"
8,82M x 8,06M

AREA PERIMETER
614 SqFt 90 Ft.
57,04 SqM 27,43M

FALL HEIGHT:
4 Ft.
1,22M

USER CAPACITY AGE GROUP
26 2-12

ADA SCHEDULE	Total Bounded Play Activities		
	Required	Provided	Compliant
Accessible Bounded Activities	3	2	2
Accessible Ground-Level Activities	5	2	2

✓ ASTM F1487-11
✓ CPSC #325



PROJECT NO. 350-1736 SCALE 1/4"=1'-0"

DRAWN BY M. MERTZ Paper Size

DATE 20-JUN-17 **B**

350-1736
SALE STRUCTURE

*PLAYGROUND SUPERVISION REQUIRED



CliftonLarsonAllen

CliftonLarsonAllen LLP
CLAAconnect.com

Accountant's Compilation Report

Board of Directors
Roxborough Village Metropolitan District

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

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

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

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

Greenwood Village, Colorado
_____, 2018

PRELIMINARY DRAFT - SUBJECT TO REVISION



An independent member of Nexia International

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

10/9/18

	ACTUAL 2017	BUDGET 2018	ACTUAL 6/30/2018	ESTIMATED 2018	BUDGET 2019
BEGINNING FUND BALANCES	\$ 2,813,128	\$ 3,223,980	\$ 3,261,810	\$ 3,261,810	\$ 3,787,179
REVENUES					
Property taxes	2,895,507	3,202,993	3,153,718	3,202,993	3,214,809
Specific ownership tax	317,280	320,300	161,231	320,300	321,481
Interest income	38,903	32,500	34,314	56,500	56,500
Lottery proceeds	33,768	32,000	18,098	32,000	34,000
Other revenue	2,602	-	-	-	-
Sports field fees	100	11,800	2,000	4,000	11,000
Miscellaneous Income	-	3,000	4,107	9,000	3,000
Total revenues	<u>3,288,160</u>	<u>3,602,593</u>	<u>3,373,468</u>	<u>3,624,793</u>	<u>3,640,790</u>
TRANSFERS IN	<u>286,000</u>	<u>270,000</u>	<u>-</u>	<u>370,000</u>	<u>100,000</u>
Total funds available	<u>6,387,288</u>	<u>7,096,573</u>	<u>6,635,278</u>	<u>7,256,603</u>	<u>7,527,969</u>
EXPENDITURES					
General Fund	791,178	980,570	414,168	799,934	1,047,459
Debt Service Fund	1,994,198	2,000,754	76,144	2,000,754	2,002,018
Capital Projects Fund	54,102	514,104	47,139	298,736	543,000
Total expenditures	<u>2,839,478</u>	<u>3,495,428</u>	<u>537,451</u>	<u>3,099,424</u>	<u>3,592,477</u>
TRANSFERS OUT	<u>286,000</u>	<u>270,000</u>	<u>-</u>	<u>370,000</u>	<u>100,000</u>
Total expenditures and transfers out requiring appropriation	<u>3,125,478</u>	<u>3,765,428</u>	<u>537,451</u>	<u>3,469,424</u>	<u>3,692,477</u>
ENDING FUND BALANCES	<u>\$ 3,261,810</u>	<u>\$ 3,331,145</u>	<u>\$ 6,097,827</u>	<u>\$ 3,787,179</u>	<u>\$ 3,835,492</u>
EMERGENCY RESERVE	<u>\$ 32,700</u>	<u>\$ 35,600</u>	<u>\$ 29,800</u>	<u>\$ 35,300</u>	<u>\$ 35,500</u>
TOTAL RESERVE	<u>\$ 32,700</u>	<u>\$ 35,600</u>	<u>\$ 29,800</u>	<u>\$ 35,300</u>	<u>\$ 35,500</u>

PRELIMINARY DRAFT - SUBJECT TO REVISION

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

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

10/9/18

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

PRELIMINARY DRAFT - SUBJECT TO REVISION

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

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

10/9/18

	ACTUAL 2017	BUDGET 2018	ACTUAL 6/30/2018	ESTIMATED 2018	BUDGET 2019
BEGINNING FUND BALANCE	\$ 391,596	\$ 492,273	\$ 403,106	\$ 403,106	\$ 411,505
REVENUES					
Property taxes	759,390	840,033	827,110	840,033	843,131
Specific ownership tax	317,280	320,300	161,231	320,300	321,481
Interest income	10,276	12,000	-	6,000	6,000
Other revenue	1,642	-	-	-	-
Sports field fees	100	11,800	2,000	4,000	11,000
Miscellaneous Income	-	2,000	4,107	8,000	2,000
Total revenues	1,088,688	1,186,133	994,448	1,178,333	1,183,612
Total funds available	1,480,284	1,678,406	1,397,554	1,581,439	1,595,117
EXPENDITURES					
General and administrative					
Accounting	32,139	35,000	21,682	43,000	45,000
Auditing	4,950	5,000	4,950	4,950	5,000
County Treasurer's fee	11,397	12,610	12,408	12,610	12,647
Directors' fees	5,900	7,200	2,800	8,000	8,000
Dues and licenses	1,624	1,200	1,059	1,059	1,200
Insurance and bonds	8,938	9,400	9,662	9,663	10,000
District management	98,465	80,000	62,065	94,000	110,000
Legal services	57,642	70,000	34,228	70,000	70,000
Miscellaneous	1,061	4,000	903	2,000	4,000
Payroll taxes	451	6,120	214	612	612
Election expense	-	7,000	39,533	40,000	-
Engineering	14,376	25,000	19,059	40,000	40,000
Communications/website	-	500	375	4,000	600
Operations and maintenance					
Algae control	4,944	5,040	1,914	5,040	5,400
Foothills Park and Recreation fees	12,528	15,000	8,846	15,000	17,500
Graffiti removal/ vandalism	-	20,000	1,286	3,000	10,000
Landscape contract	188,160	190,000	48,980	154,000	160,000
Landscape improvement	8,658	67,500	-	30,000	67,500
Landscape irrigation maintenance	83,076	95,000	11,967	25,000	95,000
Landscape weed control	50,172	35,000	18,117	25,000	35,000
Mosquito control	14,000	16,000	6,000	13,000	16,000
Nonpotable water purchase usage	75,655	60,000	12,479	22,000	60,000
Portable restrooms	2,768	3,000	1,512	2,000	3,000
Playground repairs and maintenance	23,551	-	-	-	30,000
Repairs and maintenance	35,318	30,000	4,102	20,000	60,000
Seasonal lights	11,668	13,000	-	13,000	13,000
Skate Park maintenance	-	15,000	-	5,000	15,000
Snow removal	14,075	30,000	13,961	30,000	30,000
Tree maintenance	11,995	15,000	21,080	30,000	15,000
Tree spraying	-	60,000	49,745	60,000	60,000
Utilities	17,667	18,000	5,241	18,000	18,000
Contingency	-	30,000	-	-	30,000
Total expenditures	791,178	980,570	414,168	799,934	1,047,459
TRANSFERS OUT					
Transfers to other funds	286,000	270,000	-	370,000	100,000
Total expenditures and transfers out requiring appropriation	1,077,178	1,250,570	414,168	1,169,934	1,147,459
ENDING FUND BALANCE	\$ 403,106	\$ 427,836	\$ 983,386	\$ 411,505	\$ 447,658
EMERGENCY RESERVE	\$ 32,700	\$ 35,600	\$ 29,800	\$ 35,300	\$ 35,500
TOTAL RESERVE	\$ 32,700	\$ 35,600	\$ 29,800	\$ 35,300	\$ 35,500

PRELIMINARY DRAFT - SUBJECT TO REVISION

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

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

10/9/18

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

PRELIMINARY DRAFT - SUBJECT TO REVISION

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

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

10/9/18

	ACTUAL 2017	BUDGET 2018	ACTUAL 6/30/2018	ESTIMATED 2018	BUDGET 2019
BEGINNING FUND BALANCE	\$ 1,125,101	\$ 1,274,787	\$ 1,390,767	\$ 1,390,767	\$ 1,495,531
REVENUES					
Interest income	-	500	-	500	500
Lottery proceeds	33,768	32,000	18,098	32,000	34,000
Miscellaneous Income	-	1,000	-	1,000	1,000
Total revenues	<u>33,768</u>	<u>33,500</u>	<u>18,098</u>	<u>33,500</u>	<u>35,500</u>
TRANSFERS IN					
Transfers from other funds	<u>286,000</u>	<u>270,000</u>	<u>-</u>	<u>370,000</u>	<u>100,000</u>
Total funds available	<u>1,444,869</u>	<u>1,578,287</u>	<u>1,408,865</u>	<u>1,794,267</u>	<u>1,631,031</u>
EXPENDITURES					
General and Administrative					
Accounting	-	3,000	-	1,500	3,000
Baseball field improvements	38,238	30,000	22,635	30,000	-
Capital outlay	1,997	-	1,132	1,132	-
Contingency	-	100,000	-	100,000	100,000
District management	-	15,000	163	5,000	15,000
Engineering	-	10,000	-	10,000	10,000
Irrigation upgrades/replacement	6,934	200,000	13,384	30,000	200,000
Legal services	-	5,000	-	5,000	5,000
Master plan	-	-	-	-	150,000
Capital Projects					
Parking lot improvements	-	30,000	-	15,000	-
Repay developer advance	-	61,104	-	61,104	-
Trails/bike path	-	15,000	-	5,000	15,000
Tree replacement	-	15,000	-	10,000	15,000
Water rights enhancements	6,933	30,000	9,825	25,000	30,000
Total expenditures	<u>54,102</u>	<u>514,104</u>	<u>47,139</u>	<u>298,736</u>	<u>543,000</u>
Total expenditures and transfers out requiring appropriation	<u>54,102</u>	<u>514,104</u>	<u>47,139</u>	<u>298,736</u>	<u>543,000</u>
ENDING FUND BALANCE	<u>\$ 1,390,767</u>	<u>\$ 1,064,183</u>	<u>\$ 1,361,726</u>	<u>\$ 1,495,531</u>	<u>\$ 1,088,031</u>

PRELIMINARY DRAFT - SUBJECT TO REVISION

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

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

Services Provided

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

On September 3, 1985, the District's voters authorized total indebtedness of \$12,000,000 for the above listed facilities and powers. The authorization provided that the bonds would be subject to a maximum net interest rate of 15% per annum. At a special election on December 30, 1992, the District's voters authorized an additional \$14,000,000. The authorization provided that the bonds would be subject to a minimum mill levy for property taxes which increases from 16.0 mills in 1993 to 39.5 mills in 2005 through 2042 adjusted for changes in the State mandated assessment procedures and the levy must be sufficient to generate a minimum revenue as stated in the ballot question. On November 2, 2004, the District's voters authorized additional indebtedness in an amount not to exceed \$10,500,000 at an interest rate not to exceed 7% per annum. At December 31, 2016 the District had authorized but unissued indebtedness of \$475,000 for the purpose of debt refunding.

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

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

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

Revenues

Property Taxes

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

PRELIMINARY DRAFT - SUBJECT TO REVISION

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

Revenues - (continued)

The District's maximum Required Mill Levy for the Series 1993 Bonds is 73.031 mills, adjusted for changes in the ratio of actual value to assessed value of property within the District. Required Mill Levy means an ad valorem mill levy imposed upon all taxable property of the District each year in an amount sufficient to pay the principal, premium if any, and interest on the Bonds as the same become due and payable.

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

Specific Ownership Taxes

Specific ownership taxes are set by the State and collected by the County Treasurer, primarily on vehicle licensing within the County as a whole. The specific ownership taxes are allocated by the County Treasurer to all taxing entities within the County. The budget assumes that the District's share will be equal to approximately 10% of the property taxes collected by both the General Fund and the Debt Service Fund.

Net Investment Income

Interest earned on the District's available funds has been estimated based on an average interest rate of approximately 1.5%.

Expenditures

Administrative and Operating Expenditures

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

Debt Service

Principal and interest payments in 2019 are provided based on the debt amortization schedule from the Series 1993 Bonds and Series 2014 Loan (discussed under Debt and Leases).

Capital Projects

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

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

Debt and Leases

Series 1993 Bonds

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

1993 Series B Principal Only

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

Series 2014 Bonds

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

Reserves

Emergency Reserves

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

This information is an integral part of the accompanying budget.

PRELIMINARY DRAFT - SUBJECT TO REVISION

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

Year	1993 Series B (Note A) Principal Only Bonds Interest Rate 10.41%		2014 Series - \$6,390,000 General Obligation Refunding Bonds October 24, 2014 Interest Rate 2.03%		Total		
	Principal Paid December 31 Interest Paid June 30 and December 31		Interest Paid June 1 and December 1		Principal	Interest	Total
	Principal	Interest	Principal	Interest	Principal	Interest	Total
2019	\$ 825,000	\$ 224,290	\$ 845,000	\$ 64,453	\$ 1,670,000	\$ 288,743	\$ 1,958,743
2020	900,000	138,407	875,000	47,299	1,775,000	185,706	1,960,706
2021	429,560	44,717	1,455,000	29,537	1,884,560	74,254	1,958,814
	<u>\$ 2,154,560</u>	<u>\$ 407,414</u>	<u>\$ 3,175,000</u>	<u>\$ 141,289</u>	<u>\$ 5,329,560</u>	<u>\$ 548,703</u>	<u>\$ 5,878,263</u>

PRELIMINARY DRAFT - SUBJECT TO REVISION

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

Roxborough Village Metro District 6" Irrigation Repair



C&L Water Solutions

12249 Mead Way

Littleton CO

Contact: Danny Braning

Phone: 303-791-2521

Fax: 303-791-2524

Quote To: Clifton Larsen Allen
8390 E. Crescent Parkway #300
Greenwood Village CO 80111

Job Name: 6" Irrigation Repair
Date of Plans:

Phone:
Fax:

Revision Date:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	Mobilization/Demobilization	1.00	LS	345.00	345.00
20	6" Irrigation Repair	1.00	LS	2,975.00	2,975.00
GRAND TOTAL					\$3,320.00

NOTES:

Price includes: Repair of the Existing 6" Irrigation Main, Bedding Existing irrigation main with squeegee bedding.

Excludes: Additional HDPE or PVC pipe, Backfill of excavation, Landscape replacement, Permits or Fees, Erosion Control, Concrete repairs or replacement, Traffic Control



Service Proposal

Bill To: Roxborough Village Metro District
 c/o Clifton Larson Allen
 8390 E. Crescent Parkway, Ste. 300
 Greenwood Village, CO 80111

Proposal # 1262
 Date 10/10/2018
 Expiration Date
 Project

Select Desired Services	Units	Rate	Amount
Aquatic Resource Consultation* - Visual Observation of 4 Small Reservoirs - Basic Aquatic Vegetation Review - Summary of Visit	1	365.00	365.00

*Information regarding resource size, depth, flow rates, water source, water use, and water quality data that may be available should be presented prior to the consultation. The summary of the visit will provide direction for establishing a management plan based on the goals presented. Initial site assessment is for one hour site; additional time will be billed at \$135/hour.

Subtotal	
Tax	
Total	\$365.00

Aqua Sierra, Inc. will no longer assess finance charges;
 However, a \$25 late fee will accrue monthly for any account past due.

Commercial applicators are licensed by the
 Colorado Department of Agriculture

Accepted By  Accepted Date 10/10/18

METCO LANDSCAPE, INC.

2200 RIFLE STREET
 AURORA, CO 80011
 303-421-3100
 FAX: 303-421-1120

INVOICE

Invoice Date	Customer ID	Invoice ID
6/1/2018	ROXBDIST	SM155207
Community	Work Order	Work Date(s)
BOROUGHVILLAGE		

To: Roxborough Village Metro Dist
 c/o Clifton Larson Allen LLP
 8390 E Crescent Pkwy #500
 Greenwood Village, CO 80111

Job Location:
 Roxborough Village Metro Dist

Contact	Terms

Item	Description	Units	Unit of Measure	Unit Price	Amount
	Maintenance Contract				
1	12 MO Landscape Contract Agreement 7708 Billing #6 of 12				\$12,771.33

COMMERCIAL APPLICATORS ARE LICENSED BY THE COLORADO DEPARTMENT OF AGRICULTURE	Amount Billed	\$12,771.33
	Total Tax	\$0.00
	Amount Due	\$12,771.33

DATE DUE:

METCO LANDSCAPE, INC.

2200 RIFLE STREET
 AURORA, CO 80011
 303-421-3100
 FAX: 303-421-1120

INVOICE

Invoice Date	Customer ID	Invoice ID
05-31-2018	ROXBDIST	513788
Community	Work Order	Work Date(s)
Roxborough Vill		03-05-2020

To: Roxborough Village Metro Dist
 c/o Clifton Larson Allen LLP
 8390 E Crescent Pkwy #500
 Greenwood Village, CO 80111

Job Location: Roxborough Village Metro Dist
 Rampart Range Rd & Village Cir W
 Littleton, CO 80125

Contact	Terms
Due On Receipt	

Item	Description	Units	Unit of Measure	Unit Price	Amount
	Annual Flowers Install per proposal				3,520.00

COMMERCIAL APPLICATORS ARE LICENSED BY THE COLORADO DEPARTMENT OF AGRICULTURE	Amount Billed	\$3,520.00
	Total Tax	
	Retainage Held	
DATE DUE: 05-31-2018	Amount Due	\$3,520.00



Extra Work Proposal

Proposal By:	
Melco Manager Name Bill Barr	
Melco Landscape Inc.	
Proposal Date	4/26/2018

Job Location	
Roxborough Park Metro	
#N/A	

Submitted To:	
Anna Jones	
Clifton Larson Allen	
8390 E. Crescent Parkway suite 500	
Greenwood Village, Colo. 80111	

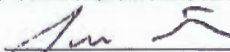
Accounting Information	
Job #	18-10-305
AR Cust	roxbdist

Description of Services to be Performed

	Extra work proposed as follows:	Qty	Rate	Total
1	Install Annual Color to median on Rampart Rd Flowers to be used- Dreamland Zinnia Mix- Purple wave Petunias- Pink wave Petunias- Back drop Purple Verbena add six yards of planters mix.	8	\$55.00	\$330.00
		30	\$85.00	\$2,550.00
	Maintenance: Weekly Deadheading, Weed Removal, Fertilization, Removal at 1st frost			
1	Weekly Flower Maintenance	16	\$40.00	\$640.00

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

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

Client's Signature  Date 5/15/18 Total \$3,520.00

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