

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT

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

NOTICE OF REGULAR BOARD MEETING AND AGENDA

DATE: August 16, 2022

TIME: 6:00 p.m.

LOCATION: Douglas County Public Library
8357 N. Rampart Range Rd. #200
Littleton, CO 80125

ACCESS: Join the meeting via Zoom:

URL:

<https://us02web.zoom.us/j/84786948351?pwd=e3oTnELAp8k4wlgaNCQEReUT32JLL.1>

Call: 346-248-7799

Meeting ID: 847 8694 8351

Passcode: 509172

<u>Board of Directors</u>	<u>Office</u>	<u>Term Expires</u>
Mathew Hart	President	May, 2025
Ephram Glass	Vice President	May, 2023
Mark Rubic	Treasurer	May, 2025
Travis Jensen	Secretary	May, 2025
Calvin Brown	Assistant Secretary	May, 2023

I. ADMINISTRATIVE MATTERS

- A. Call to order.
- B. Declaration of quorum / Director qualifications / disclosure matters.
- C. Approve agenda.
- D. Public comment and/or guests (15 minutes).
(Note: Members of the public may express their views to the Board on matters that affect the District. Comments will be limited to three (3) minutes. Please sign in. Questions may be asked of the Board but will not be answered at this time. Please refer to the Code of Conduct for additional guidelines:
<https://www.roxboroughmetrodistrict.org/2022-meetings> and attached hereto.)

II. CONSENT AGENDA

- A. Review and consider approval of minutes from July 11, 2022 special Board meeting, July 19, 2022 special Board meeting, July 28, 2022 special Board meeting August 2, 2022 special Board meeting, August 4, 2022 special Board meeting (to be distributed).
- B. Review and consider approval of current claims, approve transfer of funds and ratify payment of autopay claims and ratify approval of previous (enclosure).
- C. Review Bailey Tree Monthly Report (to be distributed).

III. FINANCIAL MATTERS (5 minutes)

- A. Review and consider acceptance of June 30, 2022 Unaudited Financial Statements (to be distributed).
- B. Update on insurance claim for tree damage/loss in storm.
- C. Update on reimbursement for main line repairs.
- D. Other.

DISCUSSION AGENDA

(Note: Some items are included in the packet for the Board's information and if not discussed at a Board meeting, may not be included in future packets.)

IV. ACTION ITEMS (30 minutes)

- A. Follow up discussion for attorney selection.
- B. Update/discussion regarding RFPs for management, accounting, payroll and engineering.
- C. Ratify approval of contract with BrightView Landscape Services through October 31, 2022 in an amount not to exceed \$50,000 (to be distributed).
- D. Update from BrightView Landscape Services (enclosure).
- E. Discuss fence repairs in Roxborough Village First (enclosure).
- F. Review and consider approval of Bailey Tree proposal to remove trees behind Red Mesa Ct. in the amount of \$7,500.00 (enclosure).
- G. Review and consider approval of Bailey Tree proposal to remove leaning tree in the amount of \$2,225.00 (enclosure).
- H. Other.

V. LANDSCAPING MATTERS (10 minutes)

- A. Discuss procedure regarding dragging and striping the softball field.
- B. Discuss incomplete Metco work.
- C. Community Park sidewalk/path stone/rock installation and safety corrections.
- D. Tire rut repair in Community Park (seeded area issues).
- E. Correcting mulch volcano correction.
- F. New trees are dying and need supplemental watering.
- G. Playgrounds need additional wood chips.
- H. Other.

VI. DIRECTOR MATTERS (10 minutes)

- A. Environmental Committee Report (enclosure).
- B. Discuss forming Wildfire Mitigation Committee.
- C. Tree inventory update.
- D. Update on playground removal, replacement, repair and maintenance search.
- E. Discuss repair/replacement of remaining deteriorated concrete paths (enclosure).
- F. Discuss Roxborough Water staging area issues.
- G. Other.

VII. MANAGER MATTERS (20 minutes)

- A. Update on revised mosquito contract.
- B. Discuss tennis court cleaning contract renewal.
- C. Other.

VIII. LEGAL MATTERS (5 minutes)

- A. Update regarding final water due diligence filing and executive session pursuant to C.R.S. Section 24-6-402(4)(B) and for the purposes of receiving legal advice on specific legal questions, if requested.
- B. Update on Conflict of Interest questionnaire.
- C. Discuss possible payment to Scott Snow (enclosure).
- D. Discuss Ireland Stapleton's availability to attend Board meetings on the first Monday, fourth Monday, any Wednesday, first Thursday, third Thursday or fourth Thursday of each month.
- E. Other.

IX. OTHER BUSINESS (5 minutes)

- A. Confirm Quorum for September 20, 2022 Regular Meeting.

X. ADJOURNMENT

**Roxborough Village Metro District
Claims Listing
07/01/22-07/31/22**

Vendor	Invoice #	Description	Balance
ACH			
CORE Electric Cooperative	22-Jun	Utilities	\$ 49.00
CORE Electric Cooperative	22-Jun	Utilities	23.32
CORE Electric Cooperative	22-Jun	Utilities	18.50
CORE Electric Cooperative	22-Jun	Utilities	559.70
CORE Electric Cooperative	22-Jun	Utilities	100.55
CORE Electric Cooperative	22-Jun	Utilities	516.00
CORE Electric Cooperative	22-Jun	Utilities	21.00
CORE Electric Cooperative	22-Jun	Utilities	21.61
CORE Electric Cooperative	22-Jun	Utilities	22.35
CORE Electric Cooperative	22-Jun	Utilities	21.00
			<u>1,353.03</u>
*Roxborough Water & Sanitation District	22-Jun	Nonpotable water purchase usage	110.50
*Roxborough Water & Sanitation District	22-Jun	Nonpotable water purchase usage	307.75
*Roxborough Water & Sanitation District	22-Jun	Nonpotable water purchase usage	1,046.75
*Roxborough Water & Sanitation District	22-Jun	Nonpotable water purchase usage	1,217.75
*Roxborough Water & Sanitation District	22-Jun	Nonpotable water purchase usage	9,247.67
			<u>11,930.42</u>
Xcel Energy	21-May	Utilities	19.16
			<u>19.16</u>

Total ACH \$ 13,302.61

Check or Epayment

General

ARK Ecological Services, LLC	3549	Landscape weed control	2,383.85
ARK Ecological Services, LLC	3549	Landscape weed control	3,565.93
ARK Ecological Services, LLC	3554	Landscape weed control	10,285.24
Bailey Tree, LLC	12070	Tree maintenance	9,000.00
Bailey Tree, LLC	12150	Tree maintenance	15,800.00
Browns Hill Engineering & Controls, LLC	23436	Landscape irrigation maintenance	866.00
C & L Water Solutions, Inc.	2897	Repairs and maintenance	24,330.34
CDR Construction	1218	Skate Park maintenance	2,650.00
Chavez Services LLC	CW-2022-136	New Playground	4,000.00
CliftonLarsonAllen, LLP	3315146	Election expense	1,016.78
CliftonLarsonAllen, LLP	3315146	District management	14,592.56
CliftonLarsonAllen, LLP	3344932	Accounting	4,051.47
CliftonLarsonAllen, LLP	3345228	District management	16,397.27
Folkestad Fazekas Barrick & Patoile, P.C	45648	Legal services	7,456.00
Folkestad Fazekas Barrick & Patoile, P.C	46359	Dues and licenses	3,469.88
Folkestad Fazekas Barrick & Patoile, P.C	46359	Legal services	12,491.00
Foothills Park & Recreation District	SALES000000034253	Foothills Park and Recreation fees	1,003.76
Foothills Park & Recreation District	SALES000000034378	Foothills Park and Recreation fees	1,701.42
Good Plumbing Service	79225	Repairs and maintenance	375.00
Lightning Mobile Services, LLC	11669	Graffiti removal/ vandalism	900.00
Livable Cities Studio, Inc.	1675	Master plan	2,712.50
Livable Cities Studio, Inc.	1676	Master plan	5,941.22
Metco Landscape, LLC	5696344	Landscape maintenance & repairs	450.00
Metco Landscape, LLC	5696398	Landscape irrigation maintenance	157.59
Metco Landscape, LLC	5697704	Landscape maintenance & repairs	500.00

Metco Landscape, LLC	56976856	Landscape irrigation maintenance	750.00
Metco Landscape, LLC	56977176	Landscape irrigation maintenance	900.00
Metco Landscape, LLC	56977177	Landscape maintenance & repairs	20,280.00
Metco Landscape, LLC	56980136	Landscape irrigation maintenance	750.00
Metco Landscape, LLC	56980353	Landscape irrigation maintenance	900.00
Metco Landscape, LLC	56981083	Tree maintenance	1,451.20
Metco Landscape, LLC	56981569	Landscape irrigation maintenance	308.56
Metco Landscape, LLC	56981702	Landscape maintenance & repairs	10,000.00
Metco Landscape, LLC	56981704	Repairs and maintenance	875.00
Metco Landscape, LLC	SM213994	Landscape contract	14,921.00
Metco Landscape, LLC	SM213995	Landscape contract	14,921.00
Metco Landscape, LLC	SM213996	Landscape contract	14,921.00
Metco Landscape, LLC	SM217679	Landscape contract	14,921.00
Mulhern MRE Inc.	MMRE62969	Engineering	1,789.85
Mulhern MRE Inc.	MMRE62992	Engineering	408.00
Mulhern MRE Inc.	MMRE62993	Engineering	3,939.10
Mulhern MRE Inc.	MMRE63005	Engineering	4,824.62
Mulhern MRE Inc.	MMRE63006	Engineering	272.00
Patriot Pest Control	966272	Mosquito control	1,500.00
Patriot Pest Control	966346	Mosquito control	1,500.00
Planet Scuba	11416	Repairs and maintenance	831.85
Special District Association of Colorado	CalvinBrown2022	Miscellaneous	375.00
Special District Association of Colorado	EphramGlass2022	Miscellaneous	375.00
Special District Association of Colorado	MarkRubic2022	Miscellaneous	375.00
T Enterprises dba 1 Vision	2220487	Election expense	17,266.79
United Site Services	114-13193844	Portable restrooms	408.00
United Site Services	114-13193845	Portable restrooms	408.00
Utility Notification Center of Colorado	222061282	Miscellaneous	118.30
			<u>\$ 276,388.08</u>
TOTAL Checks/Epayment			<u><u>\$ 289,690.69</u></u>



***MONTHLY MAINTENANCE REPORT
ROXBOROUGH METRO DISTRICT
AUGUST 2022***

Recipients

Board Members
Anna Jones
Dennis Bedford

FOR: Roxborough Metro District

SUBMITTED BY: Dennis Bedford

DATE: 8/8/2022

REVIEW OF OPERATIONS:

**General
Updates:**

Brightview officially took over Landscape Maintenance 8/1/2022. We are getting up to speed with projects, irrigation, and routine services. Main focus is on getting irrigation up and running and then creating a Gantt chart for services for the remainder the term.

Trees:

We noticed one broken tree near Crystal Lake which we removed free of charge. There are several new pines trees planted by Metco on the southside of Crystal Lake that will not make it. Aside from these items we have not noticed any other significant tree issues

Irrigation:

Since taking over we've had a few major issues that are currently being addressed in order to restore water to the district. Below is a brief list of everything we are working on from an irrigation perspective:

1. There are multiple solenoids that are bad that will need to be replaced. Weathertrak let us know.
2. Tim called Applied Engineering. They could not help with why the pumps will not go to auto without help from engineers. They gave him a number and he called Jim that did the PCL. Tim needs a call back before can get pumps on. If he leaves them in Manual, they could possibly cause damage to piping systems.
3. Tim ordered 3' or 6 million gallons of water. So far, they have delivered 861,000 gallons. Takes 41 hours to put 1 million into the lake. Can't run full on as the golf course needs water too. By Monday they should have approx. 3 million to the pond.
4. The pond is so low that the shroud is exposed inside the well which could cause overheating
5. Mainline break at W. Village Circle is a street crossing that should be abandoned because they have never watered on that site of the street. There is a leak there and a big hole that is marked – taped and coned. We believe it is best to cap it as we would not be using that line.
6. Tim talked to Scott B. there was a big leak in Community Park but Scott said it was repaired

7. Did trouble shooting on pump system and located leak on VCW and checked for leaks throughout the system because the pump was not coming up to pressure.
8. Tim will be back early next week (8/8). For now, there is still no irrigation water for main system. The Two small parks are on.
9. We also picked up the flow meter from Metco to install in the fall – RVMD has already paid for it.
10. Left to do: need to talk to engineering firm. May need Applied Engineering to check pump operation. Need to cap leak at VCW – bypass crossing to eliminate leak on both sides of the road. Clocks are not programmed, no station locations, etc. He did find the locations of all clocks by serial number. The Western Clock at the park was on bypass and Tim tuned the bypass off so it could come up to pressure. Will need to program controllers. He does not think the opti-flow with the Weathertrak system is operable.

Site
Policing/Sign
Projects & Misc.
other
Landscape
Projects :

Brightview will be onsite for landscape maintenance on Tuesdays and Wednesdays. We will be site policing and dog station servicing on Tuesdays and Fridays.

We are aware of the native seeding backfill project along the newly developed path. We will work with Ephram on the seed mix.

We will investigate the softball fields to see if we can restore it to a better condition with minimal construction.

Herschberg, Natalie

To: Jones, Anna
Subject: RE: [External] FW: Roxborough Village First Fence Damage

From: joannarvfhoa@gmail.com <joannarvfhoa@gmail.com>
Sent: Monday, August 8, 2022 11:44 AM
To: Jones, Anna <Anna.Jones@claconnect.com>
Subject: RE: [External] FW: Roxborough Village First Fence Damage

You don't often get email from joannarvfhoa@gmail.com. [Learn why this is important](#)
Think Security – This email originated from an external source. Be cautious with any links or attachments.

Hi Anna,

I am going to attend the meeting on August 16th to discuss with the board the below information regarding the fence damage at 8001 Eagleview. Our president of the Board will be out of town that evening, so I will be there as the HOA rep. Can you add the following information and image to their board packet regarding this address as well? There are two fences that are damaged on this property. One from the District’s tree, the other from Metco.

During the spring snowstorm, a large cottonwood branch fell on the homeowner’s split rail fence at 8001 Eagleview. This cottonwood tree is located on District property along village circle west, west of Eagleview. Metco removed the branches, but the damaged split rail fence was left as is. Is this something maybe Brightview could repair as well? The homeowner has tried to repair it and has not been successful.

Also, since there are several new board members, I would like to request access to the District’s banner posts that are south of the Marketplace for the PTO to hang banners advertising our events during the school year. Just want to check in to see if this is okay and if there is any communication that is needed before we hang banners.

I would also like to provide comment about the tennis court signage if possible.

Thank you so much, I appreciate it! Let me know if you have any questions about the above info.
Joanna

From: Angela Christensen <Angela.Christensen@kchoa.com>
Sent: Thursday, August 4, 2022 4:04 PM
To: Debbie McInnis (Debbiervfhoa@gmail.com) <Debbiervfhoa@gmail.com>; Joanna Waldenmyer (joannarvfhoa@gmail.com) <joannarvfhoa@gmail.com>; Leah RVFHOA <leahrvfhoa@gmail.com>; Shanna Schrempp (shannarvfhoa@gmail.com) <shannarvfhoa@gmail.com>; Yaderia Burnett (YadeiraRVFHOA@gmail.com) <YadeiraRVFHOA@gmail.com>
Subject: FW: [External] FW: Roxborough Village First Fence Damage
Importance: High

Good Afternoon,

Are any Board members available to attend either meeting?

Thank you,
Angela Christensen, CAM
Community Association Manager | KC & Associates, LLC
10106 W. San Juan Way, Suite 210 | Littleton, Colorado 80127
Direct: 303-634-2875 | Office: 303-933-6279 | Fax: 303-933-9299
www.kchoa.com | [How are we doing?](#)


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From: Jones, Anna <Anna.Jones@claconnect.com>
Sent: Thursday, August 4, 2022 3:57 PM
To: Angela Christensen <Angela.Christensen@kchoa.com>
Cc: Herschberg, Natalie <Natalie.Herschberg@claconnect.com>
Subject: FW: [External] FW: Roxborough Village First Fence Damage

Hi Angela –
Bill never brought this to my (or the Board’s) attention and this is really a Metco problem to fix. Unfortunately I don’t have any information on this and don’t have anyone at Metco to ask at this point.
If the HOA would like the Board to address this I think the best way is to have you or the resident make the request directly to the Board for them to consider. This can be done in person (next meeting is tonight – which is a special meeting at 6:00, or the next regular meeting will be held 8/16 at 6:00 at the library), or via a letter addressed to the Board.
Let me know your thoughts.
Thanks,
Anna



Anna Jones (she/her/hers)
Public Manager
State and Local Government
CLA (CliftonLarsonAllen LLP)

Direct 303-793-1478
anna.jones@CLAconnect.com

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From: Angela Christensen <Angela.Christensen@kchoa.com>
Sent: Thursday, August 4, 2022 7:22 AM
To: Jones, Anna <Anna.Jones@claconnect.com>
Cc: Herschberg, Natalie <Natalie.Herschberg@claconnect.com>
Subject: RE: [External] FW: Roxborough Village First Fence Damage

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Hi Anna,

I have attached some pictures of the damage. It is on the fence at 8001 Eagleview Dr. Ashley is the owner. The phone number I have on file is 907-301-7072 and her email is ashleywsaiz@gmail.com. If there is anything else you need, please let me know.

Thank you,
Angela Christensen, CAM
Community Association Manager | KC & Associates, LLC
10106 W. San Juan Way, Suite 210 | Littleton, Colorado 80127
Direct: 303-634-2875 | Office: 303-933-6279 | Fax: 303-933-9299
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From: Jones, Anna <Anna.Jones@claconnect.com>
Sent: Wednesday, August 3, 2022 7:00 PM
To: Angela Christensen <Angela.Christensen@kchoa.com>
Cc: Herschberg, Natalie <Natalie.Herschberg@claconnect.com>
Subject: RE: [External] FW: Roxborough Village First Fence Damage

Thanks for your email – can you please send a photo of the damage along with an approx. address?



Anna Jones (she/her/hers)
Public Manager
State and Local Government
CLA (CliftonLarsonAllen LLP)

Direct 303-793-1478
anna.jones@CLAconnect.com

[Discover why CLA is a Great Place to Work*](#).

From: Angela Christensen <Angela.Christensen@kchoa.com>
Sent: Monday, August 1, 2022 9:17 AM
To: Jones, Anna <Anna.Jones@claconnect.com>
Subject: [External] FW: Roxborough Village First Fence Damage

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Hi Anna,

I am the manager for Roxborough Village First. In June Metco’s crew damaged the Association’s fence along Village Circle West. I had been speaking to Bill about repairing the fence. He assured me Metco would handle the repair but unfortunately did not follow through on this. As Metco is not longer in business, I am reaching you to you to see how we can get this addressed. I am happy to schedule a contractor to go out and make the repair and send you the invoice. If you prefer to have your contractor make the repair, that is fin as well. Please let me know your preference.

Thank you,
Angela Christensen, CAM
Community Association Manager | KC & Associates, LLC
10106 W. San Juan Way, Suite 210 | Littleton, Colorado 80127
Direct: 303-634-2875 | Office: 303-933-6279 | Fax: 303-933-9299
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From: Angela Christensen
Sent: Wednesday, July 6, 2022 7:07 AM
To: Bill Barr <BillB@metcolandscape.com>
Cc: Ross Brown <RossB@metcolandscape.com>
Subject: RE: Roxborough Village First Fence Damage

Bill,

The address is 8001 Eagleview Dr. right along Village Circle West.

I will be out of the office from July 7th until July 10th.All voice mails and emails will be replied to upon my return to the office If you have an emergency such as no water or a water leak, please call the main office at 303-933-6279 and follow the prompts to reach the emergency manager on call.

Thank you,
Angela Christensen, CAM
Community Association Manager | KC & Associates, LLC
10106 W. San Juan Way, Suite 210 | Littleton, Colorado 80127
Direct: 303-634-2875 | Office: 303-933-6279 | Fax: 303-933-9299
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From: Bill Barr <BillB@metcolandscape.com>
Sent: Tuesday, July 5, 2022 4:58 PM
To: Angela Christensen <Angela.Christensen@kchoa.com>
Cc: Ross Brown <RossB@metcolandscape.com>
Subject: RE: Roxborough Village First Fence Damage

Can you confirm the address the field manager has a hard time locating fence

With Best Regards,
 Bill Barr | SWMaintenance | billb@metcolandscape.com
 Metco Landscape | 1325 Quincy Ave | Englewood, CO 80110
 phone: 303-619-4047



From: Angela Christensen <Angela.Christensen@kchoa.com>
Sent: Tuesday, July 5, 2022 7:05 AM
To: Bill Barr <BillB@metcolandscape.com>
Cc: Ross Brown <RossB@metcolandscape.com>
Subject: RE: Roxborough Village First Fence Damage

Hi Bill,

I was out last week and saw this has not yet been repaired. Do you have a timeline of when this will be completed? If not, I can schedule one of my contractors to repair the damage caused by your crew and send the invoice to you. These homeowners have dogs and this needs to be addressed.

Our office is closed on July 4th in observation of Independence Day. All voice mails and emails will be replied to upon my return to the office. I will also be out of the office from July 9th until July 12th. If you have an emergency such as no water or a water leak, please call the main office at 303-933-6279 and follow the prompts to reach the emergency manager on call.

Thank you,
Angela Christensen, CAM
 Community Association Manager | KC & Associates, LLC
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From: Bill Barr <BillB@metcolandscape.com>
Sent: Tuesday, June 14, 2022 1:54 PM
To: Angela Christensen <Angela.Christensen@kchoa.com>
Cc: Ross Brown <RossB@metcolandscape.com>
Subject: RE: Roxborough Village First Fence Damage

Thanks I will follow up with that.

With Best Regards,
 Bill Barr | SWMaintenance | billb@metcolandscape.com



From: Angela Christensen <Angela.Christensen@kchoa.com>
Sent: Tuesday, June 14, 2022 11:04 AM
To: Bill Barr <BillB@metcolandscape.com>
Cc: Ross Brown <RossB@metcolandscape.com>
Subject: RE: Roxborough Village First Fence Damage

Hi Bill,

Thank you for the quick response. The stain color for the fence is Behr Redwood Naturaltone (SC 122)

Thank you,
Angela Christensen, CAM
Community Association Manager | KC & Associates, LLC
10106 W. San Juan Way, Suite 210 | Littleton, Colorado 80127
Direct: 303-634-2875 | Office: 303-933-6279 | Fax: 303-933-9299
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From: Bill Barr <BillB@metcolandscape.com>
Sent: Tuesday, June 14, 2022 10:56 AM
To: Angela Christensen <Angela.Christensen@kchoa.com>
Cc: Ross Brown <RossB@metcolandscape.com>
Subject: RE: Roxborough Village First Fence Damage

I will take a look at it. We can replace the slats

With Best Regards,
Bill Barr | SWMaintenance | billb@metcolandscape.com
Metco Landscape | 1325 Quincy Ave | Englewood, CO 80110
phone: 303-619-4047



From: Angela Christensen <Angela.Christensen@kchoa.com>
Sent: Tuesday, June 14, 2022 9:50 AM
To: Bill Barr <BillB@metcolandscape.com>
Subject: Roxborough Village First Fence Damage

Hi Bill,

I am the manager for Roxborough Village First HOA. I received a call from a homeowner at 8001 Eagleview Dr., noting the landscapers accidentally put a hole in the Association fence with their equipment yesterday. I found your email on the Metro district website. How do we go about getting this repaired?

On another note, the phone number they have listed on the Metro District website is not correct.

Thank you,
Angela Christensen, CAM
Community Association Manager | KC & Associates, LLC
10106 W. San Juan Way, Suite 210 | Littleton, Colorado 80127
Direct: 303-634-2875 | Office: 303-933-6279 | Fax: 303-933-9299
www.kchoa.com | [How are we doing?](#)



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CliftonLarsonAllen LLP









Bailey Tree LLC

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

PROPOSAL

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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

Roxborough Metro District c/o Clifton Larson Allen 20220

Estimator: Steven Bailey

Thursday, August 11, 2022

Roxborough Metro District c/o Clifton
Larson Allen
8390 E Crescent Parkway Suite 300
Greenwood Village, CO 80111

303-779-5710

Worksite: Roxborough

Address: 7197 Red Mesa Ct
Littleton, CO 80125

Contact:

Requested Services

Task #	Tree/Shrub(Location)	Service Description	Quantity	Cost
1	Tree(s)	Removal 4 dead trees as shown in the attached pictures. Cut the trees down to as low of a stump as is reasonable. cut up logs and limbs into smaller pieces and leave on site.	4	\$2,500.00
2	Tree(s)	Debris Removal and Clean Up Haul away all generated debris from tree cutting.	4	\$5,000.00

(This is an estimate, if the board is serious about doing this work we will need to go over logistics and that may affect pricing based upon access and equipment)

Requested Services Total:

\$7,500.00



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

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TERMS & CONDITIONS:

- 1--Our minimum service fee for trimming and/or removal work is \$262.50
- 2--Our minimum service fee for stump grinding is \$115.50
- 3--Our minimum service fee for Plant Health Care (PHC) services (injections and spraying) is \$105.00
- 4--Please make sure no cars are parked under or near the tree(s) on the day of service.
- 5--All moveable objects under and around the tree, and in the pathway between the tree and the service truck, should be moved out of the work zones prior to a service crews arrival.
- 6--Tree services performed in the vicinity of delicate flowers and shrubs may result in some damage to those flowers and shrubs. To avoid this possibility please request a fall or winter schedule date.
- 7--All animal excrement in the areas the service crews will be working must be removed prior to the crews arrival. Failure to do so may result in an incomplete clean up.
- 8--Bailey Tree LLC will not be held responsible for damage to underground utilities not included in a standard locate request during removal, planting, stump grinding, or any subsurface application or service. All repairs will be billed accordingly. Underground utilities include, but are not limited to; sprinkler lines, heads of equipment, electric dog fences, private landscape wiring such as irrigation wires, or any unspecified buried outdoor wiring.
- 9--Prices quoted for or during winter months may need a requote if service is requested or required during non-winter months.
- 10--Cancellations requested with less than 24 hrs. notice may be subject to a \$210 mobilization fee.
- 11--All invoices are due upon completion. Monthly finance charges at 18% per annum will accrue after 30 days.
- 12--The customer warrants that all trees upon which work is being performed either belong to the homeowner or that permission to work on them has been obtained by the owner. IN THE EVENT OF ANY ERROR, BAILEY TREE LLC IS NOT TO BE HELD RESPONSIBLE.
- 13--This estimate is for completing the job as described above. It is based on our evaluation and does not include additional services requested or required during or after this service is provided. Project timing is subject to change based on weather and other unforeseen circumstances.
- 14--Any changes to an accepted proposal must be emailed to us 24 hours prior to work being performed.
- 15--To accept a proposal is to acknowledge & accept these terms and conditions.



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International
Association of Home...

Wingrove Consulting

7197 Red Mesa Ct,
Littleton, CO 80125

Chrysalis Creative Group
Temporarily closed

Torq Engineering

Smart Masonry















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

PROPOSAL²⁷

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 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
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Roxborough Metro District c/o Clifton Larson Allen 20220

Estimator: Steven Bailey

Thursday, August 11, 2022

Roxborough Metro District c/o Clifton
 Larson Allen
 8390 E Crescent Parkway Suite 300
 Greenwood Village, CO 80111

303-779-5710

Worksite:

Address: 7571 Pintail Pl
 Littleton, CO 80125

Contact:

Requested Services

Task #	Tree/Shrub(Location)	Service Description	Quantity	Cost
1	Cottonwood (Back Yard)	Removal <u>Backyard between fence and pathway.</u> This is the leaning cottonwood tree identified by the tree mapping company. This tree grew like this and is relatively structurally sound. Removal is not urgent but understandable. Cut the tree down to as low of a stump as is reasonable. Haul away all wood and debris. Clean up work areas.	1	\$1,900.00
2	Cottonwood (Back Yard)	Stump Grinding <u>Backyard between fence and pathway.</u> Grind the stump down 6 to 8 inches below grade. Stump grindings are put back in the hole and may leave a small mound, excess grindings are hauled away and disposed of. <i>*Bailey Tree will not be held responsible for damage done to any sprinkler or small electric lines within the vicinity of the stump.</i>	1	\$325.00

Requested Services Total:

\$2,225.00



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Action Items:

Approve Chavez proposal – if needed.

Environmental Committee Notes**Greenhouse:**

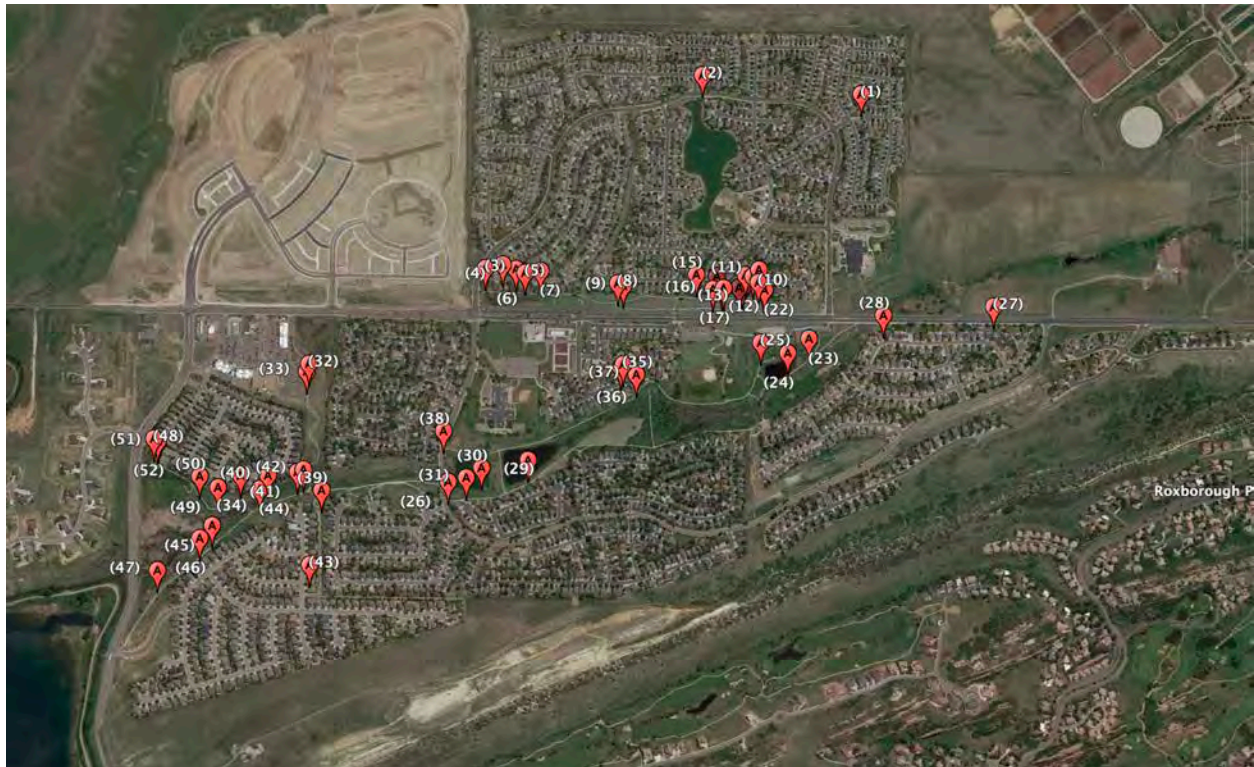
We're coordinating with Chavez and the school district on a schedule for getting the greenhouse foundation installed. We expect this to be done within the next couple weeks.

Wildfire Mitigation:

We're obtaining bids for clearing the fence lines with the aim of getting the work done this fall. We're also looking into grant opportunities.

Seed Collection:

Since the greenhouse likely won't be up and running until late 2022, seed collection will continue to ensure we have fresh seed. We're looking into partnering with the local schools to plant native seeds in classrooms that can be transplanted around the district in the spring. We're also looking adding some wildflower seeds to the grass seed mix Roxborough Water will be using to restore their construction area.



Index	Photo	Description	Location
1		Uneven pavement	39.46834 -105.06654

Index	Photo	Description	Location
2		Broken slab	39.47238 -105.06601
3		Broken corner	39.47781 -105.07249
4		5 cracked slabs	39.47737 -105.07236
5		Multiple cracked slabs	39.47680 -105.07262

Index	Photo	Description	Location
6		7 cracked slabs with plant growth	39.47703 -105.07250
7		4 cracked slabs	39.47641 -105.07254
8		Cracked Slab	39.47444 -105.07291
9		Easement access - assume this will be replaced once easement work is complete.	39.47430 -105.07299


Index	Photo	Description	Location
10		3 cracked slabs	39.47087 -105.07280
11		Multiple cracked slabs with plant growth	39.47086 -105.07283
12		Multiple cracked slabs with plant growth	39.47101 -105.07261
13		Cracked corner	39.47120 -105.07257

Index	Photo	Description	Location
14		Multiple cracked corners	39.47193 -105.07262
15		3 cracked slabs with plant growth	39.47245 -105.07258
16		Cracked and separated slabs with plant growth	39.47202 -105.07305
17		Cracked slabs with plant growth	39.47175 -105.07301

Index	Photo	Description	Location
18		Cracked slabs with plant growth	39.47179 -105.07301
19		Fine crack running through multiple slabs	39.47136 -105.07298
20		Broken slab	39.47127 -105.07298
21		Cracked slab with plant growth	39.47073 -105.07305

Index	Photo	Description	Location
22		Different concrete, cracked with plant growth	39.47071 -105.07304
23		3 cracked slabs	39.46956 -105.07462
24		2 cracked slabs	39.47009 -105.07511
25		Broken corner	39.47078 -105.07478

Index	Photo	Description	Location
26		What's the plan with this? Rough surface	39.47866 -105.07954
27		Bad patch?	39.46488 -105.07346
28		Heavily cracked slabs, at end of current Chavez phase 3 - is this part of Chavez contract or do we need to add this?	39.46768 -105.07381
29		Fine crack through multiple slabs	39.47664 -105.07878

Index	Photo	Description	Location
30		Fine crack through multiple slabs Vandalism	39.47782 -105.07906
31		Large cracked slab	39.47820 -105.07939
32		2 cracked slabs	39.48225 -105.07574
33		2 cracked slabs	39.48230 -105.07599

Index	Photo	Description	Location
34		Uneven pavement	39.48393 -105.07946
35		3 cracked slabs This is the area the HOA wants district to take over. Wonder if we are already fixing concrete if we should just go ahead and fix this?	39.47427 -105.07558
36		+3 cracked slabs This is the area the HOA wants district to take over. Wonder if we are already fixing concrete if we should just go ahead and fix this?	39.47433 -105.07568
37		This is the area the HOA wants district to take over. Wonder if we are already fixing concrete if we should just go ahead and fix this?	39.47393 -105.07590

Index	Photo	Description	Location
38		Uneven surface, spalling slab	39.47880 -105.07787
39		Cracked slab	39.48187 -105.07989
40		Cracked slab	39.48324 -105.07943
41		Cracked slab	39.48249 -105.07930

Index	Photo	Description	Location
42		Cracked slabs	39.48234 -105.07922
43		Broken & uneven slabs	39.48214 -105.08235
44		Multiple finely cracked slabs	39.48344 -105.07989
45		Spalling slab	39.48463 -105.08111

Index	Photo	Description	Location
46		Cracked slab	39.48494 -105.08154
47		Uneven, broken, spalling slabs	39.48600 -105.08262
48		Cracked slab	39.48615 -105.07829
49		3 cracked slabs	39.48450 -105.07986

Index	Photo	Description	Location
50		2 cracked slabs	39.48497 -105.07950
51		Multiple cracked slabs	39.48604 -105.07839
52		Cracked & uneven slabs	39.48605 -105.07836

Approx total 117 "slabs"
Plus 3-4 edge grindings

Notes: Sidewalk inside water main easement area could not be surveyed. If it is returned to the same condition it was in prior to the work, there may be additional concrete damaged concrete in that area.

Scott Snow

864 Road P69
Bailey, CO 80421

Project Title: Roxborough Park Disc Golf Course
Project Description: Consultation
Invoice Number: 6192022

Submit check to the name and address above. Let me know if another method of payment is preferred.

Thanks,
Scott Snow

Herschberg, Natalie

From: Katie James <james@ffcolorado.com>
Sent: Wednesday, July 6, 2022 3:55 PM
To: Jones, Anna; Tina Vildibill
Cc: DAmato, Shauna; Herschberg, Natalie
Subject: RE: [External] Re: Roxborough Metro District - New Board Disc Golf Course Decision

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This is difficult as he clearly put work into it, but I always understood that these were proposals for doing the design/build. Do we have any correspondence with him that would indicate firmly he was giving proposals for services versus expecting payment for assembling the proposals?

If nothing more than the various proposals for services, then I would not say the District is obligated to pay him but they could certainly decide to if they wish.

Thank you,

Katie James

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

From: DAmato, Shauna <Shauna.DAmato@claconnect.com>
Sent: Monday, June 20, 2022 2:30 PM
To: Jones, Anna <Anna.Jones@claconnect.com>
Subject: FW: [External] Re: Roxborough Metro District - New Board Disc Golf Course Decision

Hi Anna,

Please see the email below from Scott Snow (Disc Golf Vendor) that I received over the weekend and please advise on how to proceed with this one...

Thank you!



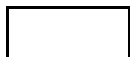
Shauna D'Amato (she/her/hers)
 Public Management Analyst

Direct 303-265-7867
 CLA (CliftonLarsonAllen LLP)
shauna.damato@CLAconnect.com

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From: Scott Snow <dscottsnow@gmail.com>

Sent: Sunday, June 19, 2022 5:35 PM

To: DAmato, Shauna <Shauna.DAmato@claconnect.com>

Subject: [External] Re: Roxborough Metro District - New Board Disc Golf Course Decision

Think Security – This email originated from an external source. Be cautious with any links or attachments.

Hi Shauna,

Apologies for taking so long to respond. This past month has been nonstop for me. I have had my hands full with running a grand opening event at a course I designed and built in Virginia this past year. And my local workload has been much higher than normal.

I was definitely disappointed to read your last email. Per one of our initial conversations, this is another perfect example of why I have only worked with private properties the past five years. After six months invested into emails, phone calls, proposals, property studies, a site survey, and jumping through all the hoops, I now have no work as a result and have not seen a penny along the way. I did all that in good faith and believing that this was a legitimate project to pursue.

I also have to say I was a bit surprised to find this email after having executed an agreement with the board. This doesn't just impact me. I had already begun initiating arrangements for equipment and labor that I have to cancel.

Building disc golf courses is already a very small and undervalued industry, so to get a cancellation like this after so much effort was invested just to get to this point is a huge blow to my timeline. I could have been pursuing other projects instead.

I am attaching an invoice for the past six months of consultation and work that I've done. It should really be much higher, but I'll settle on this being fair enough. Let me know if I need to send it to someone else.

Thanks,
Scott

On May 20, 2022, at 2:15 PM, DAmato, Shauna <Shauna.DAmato@claconnect.com> wrote:

Hi Scott,

I hope you're doing well and staying warm during hopefully our last storm of the season!

As a result of the recent Board elections, the Roxborough Metro District has three new Board members. Unfortunately, at their Board meeting this week, those members (who now hold a majority of the Board) chose to reverse the decision made by the previous board regarding the disc golf course and have decided to not move forward with the course at this time.

I hope this does not cause any inconvenience and please accept my apologies.

Thank you for all of your work on this project and let me know if you have any questions at all.

Best Regards,



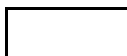
Shauna D'Amato (she/her/hers)
Public Management Analyst

Direct 303-265-7867
CLA (CliftonLarsonAllen LLP)
shauna.damato@CLAconnect.com

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CliftonLarsonAllen LLP

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

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE ROXBOROUGH VILLAGE METROPOLITAN DISTRICT HELD MONDAY, JULY 11, 2022

A special meeting of the Board of Directors of the Roxborough Village Metropolitan District (referred to hereafter as the “Board”) was convened on Monday, July 11, 2022 at 6:00 p.m. at Douglas County Library – Roxborough, 8357 N. Rampart Range Rd. #200, Littleton, Colorado, 80125 and by Zoom. The meeting was open to the public.

ATTENDANCE

In Attendance were Directors:

Mat Hart, President
Ephram Glass, Vice President
Mark Rubic, Treasurer
Travis Jensen, Secretary
Calvin Brown, Assistant Secretary

Also in Attendance were:

Anna Jones, Nic Carlson and Shauna D’Amato; CliftonLarsonAllen LLP (“CLA”)
Katie James, Esq.; Folkestad Fazekas Barrick & Patoile, P.C. (Via Zoom)
Debbie Prysby; Resident at 7722 Kyle Way
Gale Cramer; Resident at 7733 Rampart Way
Adam Koontz; Resident at 7639 Rampart Way
Lois; Resident

ATTENDANCE

Call to Order: The meeting was called to order at 6:00 p.m. by Director Hart.

Quorum, Director Qualifications, Disclosure Matters: A quorum was declared present. No new conflicts were disclosed.

Agenda: Ms. Jones reviewed the Agenda with the Board. Upon a motion duly made by Director Jensen, seconded by Director Glass and, upon vote, unanimously carried, the Board approved the Agenda, as amended to include discussion regarding invoices from Livable Cities Studios and Metco Landscaping.

Public Comment and/or Guests: Gale Cramer, resident, discussed with the Board about the playgrounds and status regarding the disc golf course. Attorney James clarified regarding the parcel’s zoning and permissible usage.

RECORD OF PROCEEDINGS

Adam Koontz, resident, inquired about the playground closures. Following discussion, upon a motion duly made by Director Rubic, seconded by Director Glass and, upon vote, unanimously carried, the Board directed CLA to add the playground safety reports on the website.

June 21, 2022 Regular Meeting Minutes (discuss timing on minutes review and approval): Director Glass reviewed the revisions to the minutes he requested. Following discussion, upon a motion duly made by Director Glass, seconded by Director Rubic and, upon vote, unanimously carried, the Board approved the June 21, 2022 Regular Meeting Minutes, pending revisions discussed which were that Director Glass was to tell the HOA, not the commercial entity, about the HOA draining's responsibility.

Chavez Services LLC Proposal for Community Park Playground Demolition in the amount of \$4,000.00: Following review, upon a motion duly made by Director Glass, seconded by Director Jensen and, upon vote, unanimously carried, the Board ratified approval of Chavez Services LLC Proposal for Community Park Playground Demolition in the amount of \$4,000.00.

DIRECTOR MATTERS

Seeking New District Management: [Note: this item was discussed #1] The Board discussed changing the scope of management services provided. The Board will submit a pros and cons list to Attorney James including areas for improvement, what is going well, and additions and exclusions from the Scope of Work by the end of the day Thursday, July 14, 2022. Attorney James will send the list to the Board and CLA by Monday, July 18, 2022. CLA will then review and discuss the changes with the principals. If a special meeting is desired by CLA to work on CLA's scope, CLA will schedule it. If a special meeting is not desired by CLA, CLA will inform the Board and the procurement search will begin. Directors Rubic and Glass will work on a draft Request for Proposals for new management and accounting.

Hiring Additional Help for the District, i.e. General Contractor: This item was not discussed.

Tree Inventory & Next Steps for Comprehensive Tree Planning: This item was not discussed.

Mosquito Control Status: [Note: this item was discussed #5] Director Glass will send a map to CLA regarding additional areas for Patriot Pest to consider performing mosquito control measures in. Director Jensen will ask an environmental science expert for assistance in advising best methods for mosquito control.

RECORD OF PROCEEDINGS

Upon a motion duly made by Director Brown, seconded by Director Hart and, upon vote, majority carried, the Board directed Patriot Pest to spray with Demand BTS and update the scope of work accordingly. Director Rubic abstained. Director Glass opposed.

Waiver Request for Softball League Field Use: [Note: this item was discussed #6] The Board discussed the requirements, payment and timing for the softball league to submit their field use application request. Following discussion, upon a motion duly made by Director Rubic, seconded by Director Brown and, upon vote, unanimously carried, the Board determined to allow the payment be due on July 29, 2022. The Board clarified the weekend use fee is \$70 per day, not \$100 per day.

Comprehensive Playground Removal, Replacement and Maintenance Plan: [Note; this item was discussed #3] Ms. Jones and Mr. Carlson provided an update to the Board regarding playground removal, replacement, and maintenance. The Board requested additional mulch be applied to all the parks except Community Park. At Airplane Park, the mulch is just to be applied where the swings are. The Board directed signage be laminated and posted at the closed parks. The Board requested Metco Landscape monitor the fencing at Airplane Park. The Board also discussed doing something special for the community to offset the fact of playground closures, while replacement is pending. They will discuss ideas at the July 19, 2022 meeting.

Environmental Committee Update: This item was not discussed.

Board Representation / Attendance of One Roxborough Meetings: [Note: this item was discussed #7] Following discussion, upon a motion duly made by Director Hart, seconded by Director Rubic and, upon vote, unanimously carried, the Board determined Director Glass will attend One Roxborough meetings on behalf of the District.

Communication Topics:

Resident Communications.

Agenda Item Explanations.

These items were not discussed.

Formation of Additional Committees and Public Engagement. Suggested Committees: Events, Public Engagement, District Maintenance, Project Management, Wildfire Mitigation, etc.: [Note: this item was discussed with item #3] The Board discussed forming an events committee to develop community events for the

RECORD OF PROCEEDINGS

summer and bring back ideas for further discussion by the Board. The committee may solicit input from members of the community as committee volunteers, as needed. Following discussion, upon a motion duly made by Director Rubic, seconded by Director Glass and, upon vote, unanimously carried, the Board formed an events committee and appointed Directors Hart and Rubic to the events committee.

Other: None.

ACTION ITEMS

Legal Counsel RFP and Preliminary List of Prospective Attorneys:

Trisha Harris, White Bear Ankele Tanaka & Waldron

Dino A. Ross, Ireland Stapleton

Other Potential Candidates [Note: this item was discussed #2]

Following discussion, upon a motion duly made by Director Glass, seconded by Director Rubic and, upon vote, unanimously carried, the Board approved the legal counsel RFP.

The Board determined Icenogle Seaver Pogue, P.C. and Seter & Vander Wall, P.C. likely have conflicts of interest. Following discussion, the Board directed CLA to distribute the RFP to all the attorneys on the preliminary list of prospective attorneys except for those with conflicts of interest.

Proposals for Chatfield Farms Park Swale Enhancement in the amount of \$10,700.10: [Note: this item was discussed #4] The Board reviewed the proposal and determined that sales tax needs to be removed from the Keesen Landscape proposal. The Board requested Keesen check on the culvert under the breezeway. The Board recommended performing the work in the fall since there is no irrigation there. The Board requested a crude drawing in advance of starting the work.

Following discussion, upon a motion duly made by Director Hart, seconded by Director Rubic and, upon vote, unanimously carried, the Board approved the Keesen Landscape proposal for Chatfield Farms Park Swale Enhancement in the amount of \$10,700.10, pending the resolution of the aforementioned requests.

Amended Code of Conduct: This item was not discussed.

Amended Colorado Open Records Act Policy: This item was not discussed.

Miscellaneous District Procedures: This item was not discussed.

RECORD OF PROCEEDINGS

Public Financial Disclosure for Directors: [Note; this item was discussed #3] This item was not discussed.

Director Rubic inquired about posting the updated Rules and Regulations to the website. Attorney James will finalize and make sure they are ready to post.

MANAGER MATTERS

Process of Signage Replacement – Regulatory and Interpretive: This item was not discussed.

Pickleball Striping: This item was not discussed.

Annual Roxborough Music Festival: [Note: this item was discussed #9] Following discussion, upon a motion duly made by Director Hart, seconded by Director Jensen and, upon vote, unanimously carried, the Board determined to contribute \$1,000.00 towards the Annual Roxborough Music Festival. CLA is to inquire as to what benefits/promotions might come with that level of donation.

Other: None.

LEGAL MATTERS

Final Water Due Diligence Filing and Executive Session Pursuant to C.R.S. Section 24-6-402(4)(B) and for the Purpose of Receiving Legal Advice on Special Legal Questions, if requested: No action was taken.

Possible Payment to Scott Snow: This item was not discussed.

Chatfield Farms Estates Irrigation Water Service Agreement: This item was not discussed.

Chatfield Farms Electricity Box: This item was not discussed.

Sterling Ranch Signs on District Owned Land: This item was not discussed.

Other: None.

EXECUTIVE SESSION

Executive Session pursuant to §24-6-402(4)(b), C.R.S., for the specific legal question of ratifying election-related legal fees and Livable Cities invoice (updated on agenda by Motion): An Executive Session was not taken.

OTHER BUSINESS

First Tuesday Meeting Date / Potential Conflicts: This item was not discussed.

RECORD OF PROCEEDINGS

Suggested Agenda Items for Next Meeting: This item was not discussed.

Quorum and Location for July 19, 2022 Regular Meeting: A quorum was confirmed.

ADJOURNMENT

There being no further business to come before the Board, upon a motion duly made by Director Hart, seconded by Director Brown and, upon vote, unanimously carried, the Board adjourned the meeting at 8:30 p.m.

Respectfully submitted,

By: _____
Mat Hart, President

Attest:

By: _____
Travis Jensen, Secretary

RECORD OF PROCEEDINGS

MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE ROXBOROUGH VILLAGE METROPOLITAN DISTRICT HELD TUESDAY, JULY 19, 2022

A regular meeting of the Board of Directors of the Roxborough Village Metropolitan District (referred to hereafter as the “Board”) was convened on Tuesday, July 19, 2022 at 6:00 p.m. at Douglas County Library – Roxborough, 8357 N. Rampart Range Rd. #200, Littleton, Colorado, 80125 and by Zoom. The meeting was open to the public.

ATTENDANCE

In Attendance were Directors:

Mat Hart, President
Ephram Glass, Vice President (via video teleconference)
Mark Rubic, Treasurer
Travis Jensen, Secretary
Calvin Brown, Assistant Secretary

Also in Attendance were:

Anna Jones and Gina Karapeytan; CliftonLarsonAllen LLP (“CLA”)
Katie James, Esq.; Folkestad Fazekas Barrick & Patoile, P.C.
Scott Barnett; Mulhern MRE, Inc.
Bill Barr; Metco Landscape Inc.

Also in Attendance via video teleconference were:

Steven Bailey; Bailey Tree LLC
Bob Howey; Tree Analysis Group
Robert Venn; Resident at 7874 Canvasback Circle
Debbie Prysby; Resident at 7722 Kyle Way
Shelly Stevens; Resident at 9824 Falcon Lane
Anita Allen; Resident at 7836 Canvasback Circle

ATTENDANCE

Call to Order: The meeting was called to order at 6:05 p.m. by Director Hart.

Quorum, Director Qualifications, Disclosure Matters: A quorum was declared present. No new conflicts were disclosed.

Agenda: Ms. Jones reviewed the Agenda with the Board. The Board requested moving the Tree Inventory Report and the Bailey Tree Update to the top of the agenda after Public Comment and before Consent Agenda.

RECORD OF PROCEEDINGS

Following discussion, upon a motion duly made by Director Glass, seconded by Director Jensen and, upon vote, unanimously carried, the Board approved the Agenda, as amended.

Public Comment and/or Guests: Scott Venn, resident, asked about the Public Financial Disclosure for Directors, indicating that it was too overbearing and did not contain relevant information. He was concerned it would keep residents from running for the Board and it did not address the information that would be appropriate.

Debbie Prysby, resident, discussed the Public Financial Disclosure for Directors with the Board, indicating that she believes it is inappropriate, presents privacy issues and has implications regarding Colorado Open Records Act.

Shelly Stevens, resident, asked about the Public Financial Disclosure for Directors and pavers in need of repair. The Board indicated the pavers issue is one to address with Douglas County directly.

Tree Inventory & Next Steps for Comprehensive Tree Planning: Mr. Howey reviewed the tree inventory report provided to the Board. He also discussed a cottonwood tree that is leaning significantly. Mr. Bailey indicated Bailey Tree will investigate and provide a proposal for the Board to consider at the August Board meeting. Director Glass asked Mr. Howey about GPS coordinates and accuracy. Director Glass will reach out to Mr. Howey to identify the missing information, indicating that he missed inventorying the smaller neighborhood parks.

Bailey Tree Monthly Report: Mr. Bailey presented the monthly report to the Board, indicating that tree replacement is recommended for spring 2023. Mr. Bailey will remove old trees and grind out the stumps first. Mr. Bailey will provide a proposal for the Board's consideration regarding the tree inventory report. The Board directed Mr. Bailey to review the leaning tree and remove immediately if dangerous by working with CLA.

CONSENT AGENDA

July 11, 2022 Special Meeting Minutes:
Current Claims, Approve Transfer of Funds, and Ratify Payment of Autopay Claims and Ratify Approval of Previous Claims:
Metco Landscape Inc. Monthly Report:

Ms. Jones reviewed the amended Consent Agenda with the Board. The Board directed CLA to make "Playground closed due to safety reasons" signs to be placed at Airplane and Community Parks. Director Glass indicated a typo needs to be fixed on the June 21, 2022 Regular Meeting Minutes.

RECORD OF PROCEEDINGS

The July 11, 2022 minutes were removed from the agenda as they were not ready to review.

Following discussion, upon a motion duly made by Director Rubic, seconded by Director Hart and, upon vote, unanimously carried, the Board approved the Consent Agenda, as amended.

FINANCIAL MATTERS

2021 Audit: Ms. Karapetyan reviewed the 2021 Audit with the Board. The Board asked about the Auditor's opinion. Director Rubic pointed out the audit states there is no investment strategy. Director Rubic requested the capital asset depreciation schedule. Director Rubic asked about Chatfield Farms reimbursement to which Attorney James replied.

Following discussion, upon a motion duly made by Director Jensen, seconded by Director Brown and, upon vote, unanimously carried, the Board approved the 2021 Audit.

Questions of Two Vendor Invoices and Whether Payment Should be Approved (Livable Cities Studio, Inc., and Folkestad Fazekas Barrick & Patoile P.C.): Following discussion, upon a motion duly made by Director Brown, seconded by Director Jensen and, upon vote, unanimously carried, the Board approved the payment of the invoice from Livable Cities Studio, Inc.

Following discussion, upon a motion duly made by Director Brown, seconded by Director Jensen and, upon vote, majority carried, the Board approved the payment of the invoice from Folkestad Fazekas Barrick & Patoile P.C. Director Rubic abstained.

The Board requested additional information regarding the ARK Ecological Invoice and tabled approval until more details were provided.

Insurance Claim for Tree Damage Loss in Storm: This item was not discussed.

Other: None.

ACTION ITEMS

Public Financial Disclosure for Directors: The Board discussed the pros and cons of the proposed Public Financial Disclosure for Directors submitted by Director Rubic. Attorney James advised that the proposed disclosure did not have a connection to Colorado law and went far beyond the law for disclosure of conflicts under Title 32. She explained that even if the Board adopted such a requirement, it would not be enforced on Directors to complete. She said Directors are elected officials and can't be "fired" by other Board members.

RECORD OF PROCEEDINGS

Attorney James will compile a list of potential conflicts of interest. The Board decided that any questions about the Public Financial Disclosure for Directors/or conflict disclosure would be voluntary.

Following discussion, upon a motion duly made by Director Rubic, seconded by Director Jensen and, upon vote, unanimously carried, the Board directed Attorney James to revise the documents.

Providing Open Playgrounds with Required Amount of Surface Material, as Discussed at July 11th Meeting:

Rocky Mountain Playground Services Proposal for EWF Installation in the amount of \$16,510.90:

Metco Landscaping Proposal to Mulch Playgrounds in the amount of \$4,800.00:

Following discussion, upon a motion duly made by Director Brown, seconded by Director Jensen and, upon vote, unanimously carried, the Board approved the Metco Landscaping Proposal to Mulch Playgrounds in the amount of \$4,800.00.

Amended Code of Conduct: This item was tabled.

Amended Colorado Open Records Act Policy: This item was tabled.

Miscellaneous District Procedures: This item was tabled.

Other: None.

DIRECTOR MATTERS

Environmental Committee: There were questions on the report, so this item was not discussed.

Hiring Additional Help for the District, i.e. General Contractor: This item was tabled.

Formation of Additional Committees. Suggested Committees: Public Engagement, District Maintenance, Project Management, Wildfire Mitigation, etc.: The Board discussed creating a development plan for identifying appropriate software to use to track projects and to evaluate the options for project management.

Following discussion, upon a motion duly made by Director Rubic, seconded by Director Jensen and, upon vote, unanimously carried, the Board formed the Project Management Committee and appointed Directors Hart and Glass to serve on the Committee.

RECORD OF PROCEEDINGS

Playground Removal, Replacement, Repair and Maintenance

Search: The Board requested Rocky Mountain Playground to come back to the next meeting to discuss options. Ms. Prysby indicated the original play structures were from a company in Titan Industrial Park.

Mosquito Control. Details of Revised Contract with Vendor and any Additional Information on Chemical Use/Restrictions: This item was not discussed.

Graffiti and Vandalism Issues. Strategies to Reduce or Correct the Problem: Following discussion, upon a motion duly made by Director Glass, seconded by Director Brown and, upon vote, unanimously carried, the Board directed CLA to have the graffiti removed and repair the electrical box in the gazebo and directed Metco to remove the broken picnic table.

Communication Topics:

Resident Communications. Notifying and keeping Board informed of such communications:

Agenda Item Explanations. Providing more detail of the topic to be discussed:

Informing Board of events, issues, notices affecting District (as they occur and not waiting until next meeting):

Information on District requests such as CORA, Permit Applications, etc. (Tracking Listing):

These items were not discussed.

Repair/Replacement of Remaining Deteriorated Concrete Paths:

This item was not discussed.

Community Park Sidewalk/Path Stone/Rock Installation and Safety Corrections:

Tire Rut Repair in Community Park (seeded area issues):

Completed Mulch Application (done incorrectly) and Remedies:

These items were not discussed.

RECORD OF PROCEEDINGS

Irrigation Issues:

Creation of a comprehensive plan (map of all irrigation controllers and the sprinkler heads associated with such controller with the schedule (days, times, and cycles) for each) and making it available to the Board.

These items were not discussed.

Other: None.

MANAGER MATTERS

New Legal Counsel: This item was not discussed.

Management Services: This item was not discussed.

Process of Signage Replacement – Regulatory and Interpretive:
This item was not discussed.

Pickleball Striping: This item was not discussed.

Contract with Game-Set-Match to Clean Tennis Courts Four Times Per Year at \$1340: This item was not discussed.

Other: None.

LEGAL MATTERS

Final Water Due Diligence Filing and Executive Session Pursuant to C.R.S. Section 24-6-402(4)(B) and for the Purpose of Receiving Legal Advice on Special Legal Questions, if requested: No action was taken.

Possible Payment to Scott Snow: This item was not discussed.

Chatfield Farms Estates Irrigation Water Service Agreement:
This item was not discussed.

Site Improvement Plan Referral: This item was not discussed.

Acceptance of Tract from 16B HOA: This item was not discussed.

Chatfield Farms Electricity Box: This item was not discussed.

Propriety of Sterling Ranch Signs on District Owned/Maintained Areas and Remedies:

Attorney James will contact Sterling Ranch counsel pending confirmation that the signs are on District property. Attorney James will confer with Mr. Barnett on location.

RECORD OF PROCEEDINGS

Roxborough Water Staging Area. Staging area use is beyond the area Roxborough Water depicted in its diagram when requesting such use: This item was not discussed.

Other: Director Rubic requested the Rules and Regulations be updated per previously agreed upon language regarding alcohol consumption. Attorney James will correct.

Director Rubic indicated a vehicle was driving on the softball field and requested permit holders be sent an email to not drive on to the field.

Following discussion, upon a motion duly made by director Brown, seconded by Director Jensen and, upon vote, majority carried, the Board approved the striping of the softball field in an amount not to exceed \$175.00. Director Rubic was opposed.

EXECUTIVE SESSION

Executive Session pursuant to §24-6-402(4)(b), C.R.S., for the specific legal question of ratifying election-related legal fees. An Executive Session was not taken.

ENGINEERING MATTERS

Mainline Repair and draft letter to Sturgeon Electric: This item was not discussed.

Concrete Replacement at Roxborough 16B: This item was not discussed.

Chavez Phase 3: This item was not discussed.

Irrigation Pump Intake: This item was not discussed.

CDR Construction Proposal for Bridge Railing Replacement ranging from approximately \$15,750 to \$18,250: This item was not discussed.

Other: None.

LANDSCAPING MATTERS

General landscape Issues (Grass cutting, beauty bands, weeds, driving on grass areas) Reassess what is mowed and what is not: This item was not discussed.

Landscape Maintenance and Snow Removal Map Changes: This item was not discussed.

Other: None.

RECORD OF PROCEEDINGS

OTHER BUSINESS

Quorum and Location for August 16, 2022 Regular Meeting: A quorum was confirmed for the August 16th regular meeting. The Board determined to hold the next special meeting on August 4, 2022 from 6:00 p.m. to 9:00 p.m. via Zoom.

ADJOURNMENT

There being no further business to come before the Board, upon a motion duly made by Director Brown, seconded by Director Jensen and, upon vote, unanimously carried, the Board adjourned the meeting at 8:45 p.m.

Respectfully submitted,

By: _____
Mat Hart, President

Attest:

By: _____
Travis Jensen, Secretary

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE ROXBOROUGH VILLAGE METROPOLITAN DISTRICT HELD THURSDAY, JULY 28, 2022

A special meeting of the Board of Directors of the Roxborough Village Metropolitan District (referred to hereafter as the “Board”) was convened on Thursday, July 28, 2022 at 5:00 p.m. via Zoom. The meeting was open to the public.

ATTENDANCE

In Attendance were Directors:

Mat Hart, President
Ephram Glass, Vice President
Mark Rubic, Treasurer
Travis Jensen, Secretary
Calvin Brown, Assistant Secretary

Also in Attendance were:

Anna Jones; CliftonLarsonAllen LLP (“CLA”)
Katie James, Esq. and Joe Kinlaw; Folkestad Fazekas Barrick & Patoile, P.C.
Scott Barnett; Mulhern MRE, Inc.
Colleen Itzen; Resident at 7096 Red Mesa Drive

ADMINISTRATIVE MATTERS

Call to Order: The meeting was called to order at 5:03 p.m.

Quorum, Director Qualifications, Disclosure Matters: A quorum was declared present. No new conflicts were disclosed.

Agenda: Ms. Jones reviewed the Agenda with the Board. The Board requested adding “Other” to the agenda.

Following discussion, upon a motion duly made by Director Jensen, seconded by Director Hart and, upon vote, unanimously carried, the Board approved the agenda, as amended to include “Other”.

Public Comment and/or Guests: Colleen Itzen (resident) asked if a grader can be taken on the field for softball game prep for the July 31, 2022 reservation date only. Following discussion, upon a motion duly made by Director Brown, seconded by Director Jensen and, upon vote, majority carried, the Board approved the softball league to use its own equipment, only use one vehicle at a time, weather permitting, and sign a waiver that Attorney James or her office will prepare. Director Hart abstained.

RECORD OF PROCEEDINGS

The Board discussed a preferred approach to the attorney interviews for District legal counsel and determined the process would be as follows: CLA will let the attorneys know of the process on Friday, July 29, 2022. The Board will send their individual attorney ranking preference by noon on Monday, August 1, 2022 to CLA. CLA will inform the Board of the collective, top four candidates to be interviewed and will inform all candidates whether the Board would like an interview or not. CLA will then schedule 30-minute interviews with the top four firms on August 4, 2022 via Zoom.

DISCUSS IRRIGATION ISSUES

The Board discussed potential outcomes to replace Metco Landscaping. Landscaping contractors that were discussed were BrightView, Keesen Landscape Management, Inc., Environmental Designs, Inc., and Parkside Landscaping, Inc. Upon a motion duly made by Director Jensen, seconded by Director Brown and, upon vote, unanimously carried, the Board delegated authority to the District Manager to negotiate a contract with a replacement landscaping company to provide the same services as were provided by Metco Landscaping through October 31, 2022 in an amount not to exceed \$50,000.00 upon the advice and consultation with District legal counsel and indicated BrightView is the preferred vendor.

The Board discussed irrigation issues among the District and how to address them with the new landscaper. Once a primary contract is in place for landscaping services, the District Manager is to request a proposal for a GIS map of all sprinkler heads and a proposal to fix the existing mainline break. Ms. Jones will send drafts of those proposals to the Board for review and revisions.

Based on the information available, Metco Landscaping is in material default and following discussion, upon a motion duly made by Director Rubic, seconded by Director Jensen and, upon vote, unanimously carried, the Board deems the Services Agreement terminated, effective immediately, and directed legal counsel to notify Metco Landscaping of the Board's decision immediately.

OTHER BUSINESS

Director Rubic discussed the invoice from Chavez Services, Inc. and indicated the final bill of \$4890.60 and an additional amount was not included in their original proposal. Mr. Barnett indicated the amounts were not specified at the time the proposal was approved. He noted flagging was required by Douglas County. Following discussion, upon a motion duly made by Director Glass, seconded by Director Brown and, upon vote, unanimously carried, the Board approved the payment of the Chavez Services, Inc. invoice in the amount of \$4,890.60.

RECORD OF PROCEEDINGS

ADJOURNMENT

There being no further business to come before the Board, upon a motion duly made by Director Rubic, seconded by Director Hart and, upon vote, unanimously carried, the Board adjourned the meeting at 7:28 p.m.

Respectfully submitted,

By: _____
Mat Hart, President

Attest:

By: _____
Travis Jensen, Secretary

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE ROXBOROUGH VILLAGE METROPOLITAN DISTRICT HELD THURSDAY, AUGUST 2, 2022

A special meeting of the Board of Directors of the Roxborough Village Metropolitan District (referred to hereafter as the “Board”) was convened on Tuesday, August 2, 2022 at 7:30 p.m. via Zoom. The meeting was open to the public.

ATTENDANCE

In Attendance were Directors:

Mat Hart, President
Ephram Glass, Vice President
Mark Rubic, Treasurer
Travis Jensen, Secretary
Calvin Brown, Assistant Secretary

Also in Attendance were:

Katie James, Esq. and Joe Kinlaw; Folkestad Fazekas Barrick & Patoile, P.C.
Debbie Prysby, Resident at 7722 Kyle Way
Ed Wagner, Resident at 10552 Stable Lane
Shelly Stephens, Resident
An Unknown Phone Number

ADMINISTRATIVE MATTERS

Call to Order: The meeting was called to order at 7:32 p.m.

Quorum, Director Qualifications, Disclosure Matters: A quorum was declared present. No new conflicts were disclosed.

Agenda: Attorney James reviewed the Agenda with the Board. Following discussion, upon a motion duly made by Director Glass, seconded by Director Hart and, upon vote, unanimously carried, the Board approved the agenda, as presented.

Public Comment and/or Guests: There was no public comment.

MANAGEMENT AND ACCOUNTING FIRM REPLACEMENT

Decision on Splitting District Management from Accounting/ Payroll and Website: The Board discussed splitting the services. The RFPs are drafted separately. The Board decided to see what response they get and then decide when splitting or combining services seems more effective.

RECORD OF PROCEEDINGS

The Board discussed the RFP's drafted by Director Rubic and revised by Attorney James. There are three RFPs — management, accounting, and payroll. Katie will proceed with the redline changes and finalize to send to prospective candidates. The Board discussed the list from SDA for possible contractors. The Board determined to send the RFPs to local contractors (303 or 720 area code) and for CLA to send via email and to copy Director Hart on the emails. The responses will be due August 16, 2022. The Board discussed methodology for selecting candidates for interviews. They will use the ranking discussion and possibly discuss at the August 17, 2022 meeting if responses have been reviewed. Upon a motion made by Director Glass, seconded by Director Jensen and, upon vote, unanimously carried, the RFP's were approved.

Delegate Authority to Obtain Bids for Unfinished Metco Work:

Director Glass asked for direction to obtain bids from BrightView Landscape and the Board agreed.

Add Sufficient Wood Chips to Playgrounds:

Correct Tree Mulch Applications:

Review and Approve RFPs: See above.

Assign Search for Management, Accounting and Website Maintenance Companies: See above.

Determine Methodology for Identifying Which Companies to Interview: See above.

OTHER BUSINESS

Engineering RFP: The District engineer, Scott Barnett of Mulhern MRE, tendered his resignation effective August 31, 2022. Director Rubic proposed an RFP for engineering services. Attorney James has not reviewed it. Upon a motion duly made by Director Glass, seconded by Director Jensen, and upon vote, unanimously carried, the Board approved the RFP, subject to legal approval.

Graffiti Update: The graffiti has been removed at the skate park and it looks good.

Landscape/District Issues: Director Rubic noted the trash cans are overflowing and Brightview should address quickly. Director Hart said kids may have vandalized the Community Park port-a-potty.

RECORD OF PROCEEDINGS

Action Items for CLA: The Board directed Attorney James to pass on information on action items to CLA.

1. Distribute RFPS
2. Port-A-Potty at Community Park to be checked
3. Find irrigation passcards, keys to pumps/locks, etc., and any other information needed to run the system.
4. Provide contact with BrightView for Attorney James to finalize contract.

Other: Attorney James updated the Board on the status of the BrightView contract. Her office is working on revising the Metco contract to the new terms.

Attorney James discussed being available after her resignation in a special counsel role to finish any projects identified to be more efficient to finish than hand off to new counsel and to advise new counsel as needed for efficiency. She will prepare an engagement letter to that effect. The Board agreed that would be helpful.

Resident Shelly Stephens thanked the Board for their effort to keep the District service level at the standard this community expects, especially during the challenging time. She also thanked Attorney James for the same, and for her professionalism and guidance.

ADJOURNMENT

There being no further business to come before the Board, upon a motion duly made by Director Glass, seconded by Director Jensen and, upon vote, unanimously carried, the Board adjourned the meeting at 8:40 p.m.

Respectfully submitted,

By: _____
Mat Hart, President

Attest:

By: _____
Travis Jensen, Secretary

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE ROXBOROUGH VILLAGE METROPOLITAN DISTRICT HELD THURSDAY, AUGUST 4, 2022

A special meeting of the Board of Directors of the Roxborough Village Metropolitan District (referred to hereafter as the “Board”) was convened on Thursday, August 4, 2022 at 6:00 p.m. via Zoom. The meeting was open to the public.

ATTENDANCE

In Attendance were Directors:

Mat Hart, President
Ephram Glass, Vice President
Mark Rubic, Treasurer
Travis Jensen, Secretary
Calvin Brown, Assistant Secretary

Also in Attendance were:

Anna Jones; CliftonLarsonAllen LLP
Katie James, Esq.; Folkestad Fazekas Barrick & Patoile, P.C.
Catherine Tallerica and John Chmil; Lyons Gaddis
Dino Ross; Ireland Stapleton
Trish Harris; White Bear Ankele Tanaka & Waldron
Tim Flynn; Collins Cole Flynn Winn & Ulmer, PLLC
Debbie Prysby; Resident at 7722 Kyle Way
Colleen Itzen; Resident at 7096 Red Mesa Drive

ADMINISTRATIVE MATTERS

Call to Order: Upon a motion duly made by Director Glass, seconded by Director Jensen and, upon vote, unanimously carried, the Board called the meeting to order at 6:08 p.m.

Quorum, Director Qualifications, Disclosure Matters: A quorum was declared present. No new conflicts were disclosed.

Agenda: Following review of the agenda, upon a motion duly made by Director Glass, seconded by Director Jensen and, upon vote, unanimously carried, the Board approved the agenda, as presented.

Public Comment and/or Guests: There was no public comment.

Contract with BrightView Commercial Landscaping for Landscape Maintenance and Irrigation Services Through October 31, 2022 in an amount not to exceed \$50,000: This item was tabled.

RECORD OF PROCEEDINGS

ATTORNEY INTERVIEWS

The Board conducted interviews with attorneys from Lyons Gaddis, Ireland Stapleton, White Bear Ankele Tanaka & Waldron and Collins Cole Flynn Winn & Ulmer, PLLC.

Following discussion, upon a motion duly made by Director Jensen, seconded by Director Glass and, upon vote, majority carried, the Board selected Ireland Stapleton to extend an offer to represent the District as general legal counsel. Director Brown abstained.

OTHER BUSINESS

Director Hart updated the Board that he had observed that the 16-B HOA appeared to have completed the concrete work that was discussed at the June meeting, when the property management company requested confirmation that the Board would agree to take over maintenance of the 16-B tracts once they were brought to District standards. Attorney James noted that she had provided history on the 16-B request for a previous meeting even though it had not been discussed due to full agendas for several meetings. She reminded the Board that it was unclear from the June meeting and past history whether the Board would accept the tracts for maintenance or for ownership, and that confirming no drainage issues/responsibility would be part of any ownership exchange. She will confirm the exact requirements for bringing to District standards with Scott Barnett and also whether any drainage issues were present.

ADJOURNMENT

There being no further business to come before the Board, upon a motion duly made by Director Jensen, seconded by Director Glass and, upon vote, unanimously carried, the Board adjourned the meeting at 8:50 p.m.

Respectfully submitted,

By: _____
Mat Hart, President

Attest:

By: _____
Travis Jensen, Secretary

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT

FINANCIAL STATEMENTS

JUNE 30, 2022

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
BALANCE SHEET - GOVERNMENTAL FUNDS
JUNE 30, 2022

	General	Debt Service	Capital Projects	Total
ASSETS				
Checking - FirstBank	\$ 102,839	\$ -	\$ 8,654	\$ 111,493
Colotrust	792,083	4,792	1,380,261	2,177,136
Receivable from County Treasurer	351,725	-	-	351,725
TOTAL ASSETS	<u><u>\$ 1,246,647</u></u>	<u><u>\$ 4,792</u></u>	<u><u>\$ 1,388,915</u></u>	<u><u>\$ 2,640,354</u></u>
LIABILITIES AND FUND BALANCES				
CURRENT LIABILITIES				
Accounts payable	\$ 311,321	\$ -	\$ 12,516	\$ 323,837
Payroll payable	861	-	-	861
Security deposits	400	-	-	400
Due to Bondholders	-	4,792	-	4,792
Total Liabilities	<u><u>312,582</u></u>	<u><u>4,792</u></u>	<u><u>12,516</u></u>	<u><u>329,890</u></u>
FUND BALANCES				
Total Fund Balances	<u><u>934,065</u></u>	<u><u>-</u></u>	<u><u>1,376,399</u></u>	<u><u>2,310,464</u></u>
TOTAL LIABILITIES AND FUND BALANCES	<u><u>\$ 1,246,647</u></u>	<u><u>\$ 4,792</u></u>	<u><u>\$ 1,388,915</u></u>	<u><u>\$ 2,640,354</u></u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE SIX MONTHS ENDED JUNE 30, 2022**

GENERAL FUND

	Annual Budget	Year to Date Actual	Variance
REVENUES			
Interest income	\$ 500	\$ 5,284	\$ 4,784
Miscellaneous income	2,000	-	(2,000)
Property taxes	1,029,247	1,020,839	(8,408)
Specific ownership tax	82,340	44,720	(37,620)
Sports field fees	-	1,700	1,700
TOTAL REVENUES	1,114,087	1,072,543	(41,544)
EXPENDITURES			
Accounting	60,000	30,458	29,542
Algae control	5,000	-	5,000
Annual trails maintenance	50,000	-	50,000
Auditing	6,000	-	6,000
Communications/website	2,000	448	1,552
Community events	35,000	-	35,000
Contingency	48,752	-	48,752
County Treasurer's fee	15,438	15,309	129
Directors' fees	8,000	3,600	4,400
District management	130,000	95,867	34,133
Dues and licenses	1,400	8,404	(7,004)
Election expense	55,000	23,473	31,527
Engineering	33,000	21,101	11,899
Foothills Park and Recreation fees	17,500	9,935	7,565
General repairs and maintenance	10,000	27,337	(17,337)
Graffiti removal/ vandalism	3,500	2,415	1,085
Insurance and bonds	32,000	30,530	1,470
Landscape contract	186,700	89,526	97,174
Landscape irrigation maintenance	49,500	26,911	22,589
Landscape maintenance & repairs	15,000	43,230	(28,230)
Landscape weed control	34,000	23,905	10,095
Legal services	70,000	48,094	21,906
Miscellaneous	1,500	7,476	(5,976)
Mosquito control	18,000	4,500	13,500
Newsletter and postage	4,000	-	4,000
Nonpotable water purchase usage	82,000	19,443	62,557
Open space maintenance / fire mitigation	25,000	3,261	21,739
Payroll taxes	710	275	435
Playground repairs and maintenance	15,000	-	15,000
Portable restrooms	7,000	3,788	3,212
Seasonal lights	14,000	-	14,000
Security	-	201	(201)
Skate Park maintenance	5,000	2,650	2,350
Snow removal	50,000	41,098	8,902
Tree maintenance	93,500	72,683	20,817
Tree spraying	40,000	-	40,000
Utilities	15,000	5,778	9,222
TOTAL EXPENDITURES	1,238,500	661,696	576,804
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(124,413)	410,847	535,260
OTHER FINANCING SOURCES (USES)			
Transfers from other funds	-	4	4
TOTAL OTHER FINANCING SOURCES (USES)	-	4	4

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances – governmental funds have been omitted.

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE SIX MONTHS ENDED JUNE 30, 2022

	GENERAL FUND		
NET CHANGE IN FUND BALANCES	(124,413)	410,851	535,264
FUND BALANCES - BEGINNING	<u>524,922</u>	<u>523,214</u>	<u>(1,708)</u>
FUND BALANCES - ENDING	<u>\$ 400,509</u>	<u>\$ 934,065</u>	<u>\$ 533,556</u>

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SUPPLEMENTARY INFORMATION

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE SIX MONTHS ENDED JUNE 30, 2022**

DEBT SERVICE FUND

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
REVENUES			
Interest income	\$ -	\$ 4	\$ 4
TOTAL REVENUES	<u>-</u>	<u>4</u>	<u>4</u>
EXPENDITURES			
TOTAL EXPENDITURES	<u>-</u>	<u>-</u>	<u>-</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	-	4	4
OTHER FINANCING SOURCES (USES)			
Transfers to other funds	-	(4)	(4)
TOTAL OTHER FINANCING SOURCES (USES)	<u>-</u>	<u>(4)</u>	<u>(4)</u>
NET CHANGE IN FUND BALANCES	-	-	-
FUND BALANCES - BEGINNING	<u>-</u>	<u>-</u>	<u>-</u>
FUND BALANCES - ENDING	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances – governmental funds have been omitted.

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE SIX MONTHS ENDED JUNE 30, 2022**

CAPITAL PROJECTS FUND

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
REVENUES			
Lottery proceeds	\$ 44,000	\$ 22,557	\$ (21,443)
Other revenue	-	3,250	3,250
TOTAL REVENUES	<u>44,000</u>	<u>25,807</u>	<u>(18,193)</u>
EXPENDITURES			
Accounting	3,500	-	3,500
Baseball field improvements	5,000	-	5,000
Contingency	55,700	-	55,700
District management	47,800	-	47,800
Legal services	25,000	-	25,000
Master plan	50,000	16,935	33,065
Monument Sign	70,000	-	70,000
New Playground	100,000	-	100,000
Plant Nursery	45,000	-	45,000
Spillway / embankment	30,000	28,825	1,175
Trails/bike path	55,000	-	55,000
Water rights enhancements	33,000	-	33,000
TOTAL EXPENDITURES	<u>520,000</u>	<u>45,760</u>	<u>474,240</u>
NET CHANGE IN FUND BALANCES	(476,000)	(19,953)	456,047
FUND BALANCES - BEGINNING	<u>1,321,591</u>	<u>1,396,352</u>	<u>74,761</u>
FUND BALANCES - ENDING	<u><u>\$ 845,591</u></u>	<u><u>\$ 1,376,399</u></u>	<u><u>\$ 530,808</u></u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
2022 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 at an interest rate not to exceed 10.6% per annum. 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, 2020 the District had authorized but unissued indebtedness of \$475,000 for the purpose of debt refunding.

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

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

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

Revenues

Property Taxes

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

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
2022 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Revenues - (continued)

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

Specific Ownership Taxes

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

Interest Income

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

Expenditures

Administrative and Operating Expenditures

Administrative and operating expenditures include the estimated services necessary to maintain the District's administrative viability such as management, legal, accounting, insurance, banking, meeting expense, repairs and maintenance and other operating expenses. For 2022, no significant changes are anticipated in the level of services to be provided by consultants and service providers.

County Treasurer's Fees

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

Capital Projects

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

Debt and Leases

During 2022, the District will have no outstanding debt, nor capital or operating lease.

Reserves

Emergency Reserves

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

This information is an integral part of the accompanying budget.

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT

Schedule of Cash Position

June 30, 2022

Updated as of August 11, 2022

	General Fund	Debt Service Fund	Capital Projects Fund	Total
<u>FirstBank - Checking Account</u>				
Balance as of 06/30/22	\$ 102,839.08	\$ -	\$ 8,653.72	\$ 111,492.80
Subsequent activities:				-
07/01/22 - Director Fees	(430.60)	-	-	(430.60)
07/07/22 - Bill.com Payments	(19,056.64)	-	-	(19,056.64)
07/11/22 - Bill.com Payments	(250.00)	-	-	(250.00)
07/12/22 - CORE Payment	(1,353.03)	-	-	(1,353.03)
07/14/22 - Director Fees	(861.20)	-	-	(861.20)
07/15/22 - Roxborough Water Payment June	(11,930.42)	-	-	(11,930.42)
07/19/22 - Transfer from ColoTrust	426,000.00	-	4,000.00	430,000.00
07/19/22 - Bill.com Payment	(1,500.00)	-	-	(1,500.00)
07/21/22 - Bill.com Payment	(67,050.59)	-	-	(67,050.59)
07/22/22 - Director Fees	(430.60)	-	-	(430.60)
07/27/22 - Xcel	(19.16)	-	-	(19.16)
07/29/22 - Bill.com Payment	(176,127.13)	-	(12,653.72)	(188,780.85)
08/02/22 - Bill.com Payment	(172,081.32)	-	-	(172,081.32)
08/02/22 - Director Fees	(430.60)	-	-	(430.60)
08/08/22 - Director Fees	(861.20)	-	-	(861.20)
Anticipated Transfer from ColoTrust	63,750.11	-	3,862.50	67,612.61
Anticipated Bill.com Payment	(80,206.70)	-	(3,862.50)	(84,069.20)
	<u>60,000.00</u>	<u>-</u>	<u>-</u>	<u>60,000.00</u>
<i>Anticipated Balance</i>				
<u>Colotrult - Plus</u>				
Balance as of 06/30/22	792,082.58	4,792.00	1,380,261.23	2,177,135.81
Subsequent activities:				
07/11/22 - June PTAX	351,724.80	-	-	351,724.80
07/19/22 - Transfer to 1st Checking	(426,000.00)	-	(4,000.00)	(430,000.00)
07/31/22 - Interest Income	3,183.15	-	-	3,183.15
08/04/22 - Deposit	4,200.00	-	-	4,200.00
08/10/22 - July PTAX	14,614.94	-	-	14,614.94
Anticipated Transfer to 1st Checking	(63,750.11)	-	(3,862.50)	(67,612.61)
	<u>676,055.36</u>	<u>4,792.00</u>	<u>1,372,398.73</u>	<u>2,053,246.09</u>
<i>Anticipated Balance</i>				
	<u>\$ 736,055.36</u>	<u>\$ 4,792.00</u>	<u>\$ 1,372,398.73</u>	<u>\$ 2,113,246.09</u>
<i>Anticipated Balances</i>				

Monthly Yield on 07/31/22:

First Bank - 0.0%

Colotrult Plus - 1.6547%

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ROXBOROUGH VILLAGE METRO DISTRICT
Property Taxes Reconciliation
2022

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
\$ 10,563.74	\$ -	\$ 7,393.79	\$ -	\$ (158.47)	\$ 17,799.06	1.03%	1.03%	\$ 50,225.08	2.22%	2.22%
445,392.08	-	6,591.17	-	(6,680.87)	445,302.38	43.27%	44.30%	728,016.04	42.56%	44.78%
45,309.40	-	7,700.23	27.53	(680.04)	52,357.12	4.40%	48.70%	87,719.36	4.21%	48.99%
70,776.90	-	7,993.91	3.57	(1,055.60)	77,718.78	6.88%	55.58%	140,039.03	7.47%	56.45%
98,964.14	-	7,993.27	46.36	(1,485.24)	105,518.53	9.62%	65.19%	139,097.60	7.50%	63.95%
349,832.70	-	7,047.16	93.82	(5,248.88)	351,724.80	33.99%	99.18%	603,250.04	34.80%	98.75%
6,888.22	-	7,644.46	188.41	(106.15)	14,614.94	0.67%	99.85%	25,126.98	0.65%	99.40%
-	-	-	-	-	-	0.00%	99.85%	17,541.81	0.23%	99.63%
-	-	-	-	-	-	0.00%	99.85%	17,257.82	0.20%	99.83%
-	-	-	-	-	-	0.00%	99.85%	15,567.53	0.07%	99.91%
-	-	-	-	-	-	0.00%	99.85%	14,245.59	0.05%	99.95%
-	-	-	-	-	-	0.00%	99.85%	12,108.93	0.03%	99.98%
\$ 1,027,727.18	\$ -	\$ 52,363.99	\$ 359.69	\$ (15,415.25)	\$ 1,065,035.61	99.85%	99.85%	\$ 1,850,195.81	99.98%	99.98%

Taxes Levied	% of Levied	Property Taxes Collected	% Collected to Amount Levied
--------------	-------------	--------------------------	------------------------------

Property Tax

General Fund	\$ 1,029,247	100.00%	\$ 1,027,727.18	99.85%
	<u>\$ 1,029,247</u>	<u>100.00%</u>	<u>\$ 1,027,727.18</u>	<u>99.85%</u>

Chatfield Farms

<u>\$ 275,536.43</u>
<u>\$ 275,536.43</u>

Specific Ownership Tax

General Fund	\$ 82,340	100.00%	\$ 52,363.99	63.59%
Debt Service Fund	-	0.00%	-	0.00%
	<u>\$ 82,340</u>	<u>100.00%</u>	<u>\$ 52,363.99</u>	<u>63.59%</u>

Treasurer's Fees

General Fund	\$ 15,438	100.00%	\$ 15,415.25	99.85%
Debt Service Fund	-	0.00%	-	0.00%
	<u>\$ 15,438</u>	<u>100.00%</u>	<u>\$ 15,415.25</u>	<u>99.85%</u>

\$ 4,132.88
-
<u>\$ 4,132.88</u>

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

Effective as of August 1, 2022

BETWEEN

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

and

BRIGHTVIEW LANDSCAPE SERVICES, INC.,
a Colorado corporation
(the “Contractor”)

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EXHIBITS ATTACHED:

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

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

This Agreement for Landscape Maintenance and Services Performed under Work Orders (“Agreement”), effective as of August 1, 2022 (the “Effective Date”), by and between Roxborough Village Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado organized pursuant to Title 32 of the Colorado Revised Statutes (the “District”), and **BRIGHTVIEW LANDSCAPE SERVICES, INC.**, a Colorado corporation (the “Contractor”).

I. SCOPE OF SERVICES:

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

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

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

II. TERM:

The term of this Agreement shall be from August 1, 2022 to October 31, 2022.

III. STANDARD LANDSCAPE SERVICES:

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

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

a) Mowing of Irrigated Turf Areas. Irrigated turf areas shall be mowed as necessary to maintain a turf height of approximately 2¾ - 3¾ inches during the growing season. Mowing equipment and patterns shall be employed to permit recycling of clippings where possible. Excess clippings shall be removed from sidewalks and drives. Blades on all equipment shall be sharp to prevent tearing of the grass blades. Drought conditions may necessitate less frequent mowing.

b) Mowing of Non-Irrigated Turf and Native Grass Areas. Non-irrigated turf and native grass areas shall be mowed periodically to maintain a height of four inches (4”), similar to beauty bands throughout the District. Non-irrigated turf and native grass areas shall be left to go to seed at least twice during the calendar year, unless otherwise specified by the Board. Only native areas designated in the maintenance plan map will be mowed; not all native areas throughout the District will be mowed. Mowing of the sections hereunder will be billed on a time and materials basis.

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

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

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

f) Fertilization. Irrigated turf areas shall be fertilized with a high quality, well-balanced fertilizer once during the term hereof. Non-Phosphorous fertilizer shall be used. Fertilizer application shall be 1 pound of nitrogen per 1,000 square feet, at least 40% of which shall be slow release nitrogen and shall also contain at least 1% iron. All fertilizer shall be blown from sidewalks to minimize staining.

g) Aeration. The Contractor shall aerate all irrigated turf areas to open the turf for fertilizer, air and water once during the term hereof. Irrigated turf areas will be watered thoroughly prior to aeration and fertilized immediately thereafter with an appropriate fertilizer. The Contractor shall use only a closed coring tine. Prior to aeration the Contractor shall flag all sprinkler heads and valve boxes to minimize damage. Plugs shall be left on irrigated turf areas to assist in breaking down of thatch. Additionally, the Contractor shall aerate selective areas near the end of the growing season. Selective areas shall include south facing slopes, heavy use areas and areas of unusually tight soil.

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

removal shall be weather dependent.

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

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

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

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

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

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

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

f) Wrapping. Trees having equal to or less than 6" caliper shall be wrapped in the fall and unwrapped in the spring, at the direction of the District Manager and billed on a time and materials basis.

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

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

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

direction of the District Manager and billed on a time and materials basis.

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

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

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

b) Mow Strips. Hand weed and spray Round-up herbicide as needed.

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

3.5 Natural Areas. Non-irrigated natural areas such as Willow Creek and Little Willow Creek shall only be mowed as specified in the maintenance plan map or at the direction of the District Manager. All portions of the natural areas that can be reasonably accessed by equipment shall be mowed. Particular attention shall be paid to controlling vegetation height and weed growth boarding adjacent residential properties.

a) Trash/Litter Pick-up. Trash/litter in natural areas shall be picked-up weekly. as set forth in **Exhibit C**. The cost of trash/litter pick up from natural areas shall be billed on a time and materials basis.

b) Watering Trees. Trees in non-irrigated natural areas shall only be watered at the direction of the District Manager and billed on a time and materials basis.

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

a) Weed Control. Irrigated turf was previously treated with a broad-spectrum broadleaf herbicide. Contractor shall apply follow-up spot application of herbicide as required. Prior to such application, the Contractor shall submit the proposed herbicide to the District for approval. The Contractor shall perform manual removal of weeds as needed.

Herbicide spraying in non-irrigated areas is performed by a separate Contractor and is not a service covered hereunder.

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

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

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

a) Activation of Irrigation System. System damages caused by other than system shutdowns will be reported to the District with repair estimates and photos of any damage. Such repair estimates shall be approved by the District before initiating repair work. The Contractor shall at all times exercise its best efforts to operate the irrigation system to conserve water resources of the owner.

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

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

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

e) Drip Irrigation System. The Contractor shall walk through all planting beds watered with drip irrigation and check for visible signs of plant stress. If stressed plant

material is located, the Contractor shall inspect for proper system operation and repair as necessary. Contractors shall report any non-functional drip irrigation system component and submit recommendations on necessary repairs along with photos related to the same, for approval by the District Manager.

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

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

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

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

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

k) Pond Depth and Consumption Monitoring. The Contractor shall inspect irrigation pond (Crystal Lake in Arrowhead Shores) weekly and monitor its depth. Pond depth shall be compared to consumption rates on a monthly basis. The Contractor shall

relay monthly consumption to the District Engineer. Water depth must be maintained to a minimum level of two (2) inches above the base of the stone band surrounding the pond. The Contractor shall include this information in its written report to the District Manager that is submitted on the second Tuesday of each month. The District Manager will inform the Contractor as soon as possible if additional water is to be purchased by the District or if modifications to the irrigation schedule are required.

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

3.8 Facilities Maintenance. The following Standard Landscape Services shall be performed on the District's facilities during the term hereof.

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

b) Volleyball Courts. Inspect the courts for low spots and appropriate depth. Any additional material, if needed to maintain depths, shall be performed by a separate Work Order. Rake smooth sand surfaces. Removal of animal waste weekly.

c) Skate Parks. Provide a time and materials cost for high pressure washing as may be requested by the District. Clean off animal waste weekly. Sweep or blow debris off park weekly. Report any damage or graffiti to District Manager immediately.

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

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

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

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

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

i) Ponds. Trash/litter pickup on the edge of the ponds. Trash and debris collecting within the irrigation pond (Crystal Lake in Arrowhead Shores neighborhood) and the detention ponds (Willow Creek drainage) shall be removed with emphasis around storm

drain outlets. This may require the use of small non-motorized watercraft. Trash/litter pickup in the Crystal Lake area (not inside the Lake) is included in the contract price. All other trash/litter pickup in the areas specified hereunder shall be billed on a time and materials basis.

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

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

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

c) Ponds. Trash pickup on the edge of the ponds should be considered part of the weekly duties of Contractor outlined above. Contractor shall provide fixed price for additional clean-ups as directed by the Board.

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

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

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

Any landscape improvements having sustained damage prior to the commencement of the

term of this agreement shall be documented in writing to the District Manager and shall include print or digital photographs where appropriate.

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

3.12 Winter Services. During the month of October, the Contractor shall provide the following services:

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

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

c) **Deep Root Watering.** Hand watering of trees and shrubs will be performed with a root feeder to the appropriate depth for the specific plant. This watering shall be performed as recommended by the Contractor and approved by the District Manager and billed on a time and materials basis.

3.13 Changes. The District may authorize changes in the Standard Landscape Services, order additional services, or order deletion of certain Standard Landscape Services previously ordered, (the "Changes"). The Contractor will not proceed with any Change without prior written authorization by the District Manager. Promptly after the District Manager informs Contractor of a requested Change, the Contractor will deliver to the District Manager a written statement setting forth the estimated cost of the requested Change or credit to the District, as applicable. Upon written approval by the District Manager of Contractor's written estimate, the Contractor shall proceed with the Change and Contractor's compensation will be appropriately increased or decreased.

IV. SPECIAL SERVICES:

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

V. GENERAL PROVISIONS:

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

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

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

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

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

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

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

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

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

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

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

VI. TERMS OF PAYMENT:

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

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

- Shrubs
 - Water management
 - Safety conditions
 - Appearance
 - Follow up items for the following month
 - Irrigation System Operation
- Services performed during the previous month pursuant to an approved Work Order.

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

6.2 Contract Amount. All labor, equipment and material necessary to perform the Standard Landscape Services for the District's fiscal year shall be provided for the sum as referenced in **Exhibit C** and be paid in three (3) equal monthly installments beginning in September. Each subsequent payment shall be made on the first business day of each successive month through November.

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

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

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

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

VII. TERMINATION/CANCELLATION:

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

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

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

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

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

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

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

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

VIII. INDEPENDENT CONTRACTOR:

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

IX. WORKERS WITHOUT AUTHORIZATION:

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

9.1 Employment or Contracting With Workers Without Authorization. The Contractor hereby certifies that it shall not knowingly employ or contract with a worker without authorization (as such term is defined by C.R.S. § 8-17.5-101) who will perform the Services under this Agreement, or knowingly contract with a subcontractor that fails to certify to the Contractor that such subcontractor does not knowingly employ or contract with a worker without authorization to perform the Services under this Agreement.

9.2 Verification Regarding Illegal Aliens. The Contractor hereby represents, warrants, and agrees that the Contractor will participate in the E-Verify Program or the Department Program established pursuant to the requirements of C.R.S. § 8-17.5-102 (5)(c), which may be collectively referred to as the "Employment Verification Programs", in order to confirm the employment eligibility of all of its employees who are newly hired for employment to perform the Services ("Newly Hired Employees"). The Contractor represents, warrants, and agrees that Contractor has verified the employment eligibility of its Newly Hired Employees through participation in either of the Employment Verification Programs.

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

9.4 Duty to Terminate a Subcontract. If the Contractor obtains actual knowledge that a subcontractor performing the Services knowingly employs or contracts with a worker without authorization, the Contractor shall:

- a) notify the subcontractor and the District within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with a worker without authorization; and

b) terminate the subcontract with the subcontractor if, within three (3) days of receiving notice required pursuant to C.R.S. § 8-17.5-102(2)(b)(III)(A) that Contractor has actual knowledge that the subcontractor is employing or contracting with a worker without authorization, the subcontractor does not stop employing or contracting with the worker without authorization.

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 a worker without authorization.

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

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

9.7 Notification. The District shall notify the office of the Colorado Secretary of State if the Contractor violates a provision of this Agreement required pursuant to C.R.S. § 8-17.5-102(2), and the District terminates the Agreement for such breach. The District will notify the Colorado Secretary of State if a court made such a determination.

9.8 Participation in Employment Verification Program. If the Contractor participates in the Department Program, it shall (i) notify the District of its participation, and (ii) within twenty (20) days after hiring the Newly Hired Employee, provide a written, notarized copy of the affirmation to the District pursuant to the requirements of C.R.S. § 8-17.5-102(5)(c)(II) stating that the Contractor has examined the legal status of the Newly Hired Employee. The Contractor hereby consents to audits conducted by the Colorado Department of Labor and Employment to review documents required pursuant to C.R.S. § 8-17.5-102(5).

X. INDEMNITIES AND WAIVERS:

10.1 Definitions.

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

b) **Claims.** "Claims" means all damages, losses, injuries, liabilities, penalties, disbursements, costs, expenses, charges, assessments and expenses (including attorneys'

fees, experts' fees, and expenses incurred in investigating, defending or prosecuting any litigation or proceeding), claims, demands, litigation, suits, proceedings, causes of action (whether in tort or contract or in law or at equity) or judgments.

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

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

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

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

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

10.6 District's Liability. District's liability for failure to perform its obligations under this Agreement shall be limited to suit for breach of contract. The Contractor waives all Claims against the District for consequential, special, or punitive damages allegedly suffered by any

Contractor Party, including lost profits and business interruption. No provision of this Agreement shall be construed as a waiver by the District of any constitutional, statutory, or other governmental immunity provided by law.

XI. CONTRACTOR'S INSURANCE:

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

a) **Employee Insurance.**

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

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

b) **Liability Insurance.**

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

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

c) **Vehicle Insurance.**

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

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

d) **Umbrella Liability Insurance.**

<u>Coverage</u>	<u>Minimum Amounts and Limits</u>
-----------------	-----------------------------------

Bodily Injury/Property Damage	\$5,000,000 per occurrence
(Occurrence Basis)	\$5,000,000 aggregate

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

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

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

XII. MISCELLANEOUS:

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

Notices to the District:

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

Copy to:

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

Castle Rock, CO 80104

Notices to the Contractor:

BRIGHTVIEW LANDSCAPE SERVICES, INC.

Attn: Michael Crespín

2333 W. Oxford Ave

Sheridan, CO 80110-4340

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

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

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

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

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

12.7 Successors and Assigns. This Agreement will inure to the benefit of, and be

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

DRAFT

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

CONTRACTOR:

BRIGHTVIEW LANDSCAPE SERVICES, INC.
a Colorado corporation

By: _____
Name: _____
Title: _____
Date: _____

DISTRICT:

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

By: _____
Mathew Hart, President
Date: _____

ATTEST:

By: _____
Travis Jensen, Secretary

EXHIBIT A

MAP – LANDSCAPE AREAS - PROPERTY

EXHIBIT B

PROPERTY

Roxborough Village:

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

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

Chatfield Farms:

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

EXHIBIT C

STANDARD LANDSCAPE SERVICES

SERVICE

FREQUENCY/TIMES PER YEAR

Irrigated turf area mowing (mow, trim, blow)	11	August - October
Litter pick-up-Landscaped Area (Summer)	12	August - October
Litter pick-up-Landscaped Area (Winter)	4	October
Edging-Irrigated Turf Areas (Bi-Weekly) monthly	3	August - October
Fertilization-Irrigated turf areas	1	September
Core Aeration-Irrigated turf areas	1	October
Broadleaf Weed Spray-Irrigated Turf Areas	1	September
Manual Weed Control-Landscaped Beds	9	August – October
Chemical Weed Control-Landscaped Beds. Sidewalks and Curb/Gutter	3	August – October
Irrigation Winterization	1	October
Tree Well Maintenance (Chemical Application)	1	October
Shrub/Tree Pruning (under 10')-Aesthetic	1	September
Irrigation System Checks	9	August - October
Site Inspections	3	August - October

Totals

Total Contract Price	\$ 45,000.00
Monthly Payment Amount (August– October)	\$ 15,000.00

Additional Services Not Included in Base Price

Fall Aeration	Upon Approval	Included
Native Area Maintenance (Mowing, Trash)	Upon Approval	T & M
Native Area Weed Control	Upon Approval	T & M
Annual Flower Installation and Maintenance	Upon Approval	T & M
Irrigation System Repair	Upon Approval	T & M
Insect and Disease Control	Upon Approval	T & M
Tree Wrap/Unwrap	Upon Approval	T & M
Winter Watering Each	Upon Approval	T & M
Large Debris Removal	Upon Approval	T & M

2022 Extra Work Rates

\$49.85	\$55.00	Per hour, foreman with truck
\$45.35	\$50.00	Per hour, laborer, general labor.
\$57.80		Per hour, laborer with equipment.
\$100.85		Per hour, native area mowing.
\$73.65	\$70.00/Hr	Per hour, irrigation technician.
\$119.00		Per backflow plus applicable fees— backflow testing.
\$57.80		Per hour, irrigation helper.
\$97.90		Per hour, hand watering.
\$107.65		Per hour, emergency call. (2 Hour Minimum)
\$100.85		Per hour, chemical application
\$89.50		Per hour, landscape consultation.

- One hour minimum charge per service provided. Billable time will be rounded to nearest $\frac{1}{2}$ hour.
- Mobilization costs, portal to portal, will be included in the hourly services for each visit.
- Dump fees, material costs, and equipment fees will be added to invoices as applicable.
- A proposal for landscape projects is available upon request.
- Landscape consultation charges may be removed upon approved proposal.
- Emergency Calls should only be made to prevent damage to persons or property (including but not limited to continuously running water). An Emergency Call is defined as a call for service outside of normal business hours, Monday through Friday 8:00 am to 5:00 pm, and holidays.

*Extra work rates cover any extra work performed that does not fall under Exhibit E's Special Services work.

**Holiday time is applicable on the following days: Thanksgiving Day, Friday after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day and New Year's Day, and Easter.

EXHIBIT D

LANDSCAPE MAINTENANCE MAP

EXHIBIT E

SPECIAL SERVICES

<u>Special Services</u>	<u>Cost</u>
Irrigation repairs (CLIA Technician)	\$73.65 / hr + materials \$70/Hr + materials
	Junior Technician \$57.80 / hr + materials
Turf repairs (including removal, prep, sod, straw mulch)	\$T&M / sf (min. 1000 sf) (less per quote)
Tractor-Mower	\$100.85 / hr
Walk-Behind Mower	\$56.10 / hr
Hydro mulch (including seed)	\$T&M / sf
Notify District if there is a minimum job size	
Pesticide spray per hour	\$T&M / hr + materials
Trees and shrubs fertilization	\$T&M / hr
Deep root watering	\$97.90 / hr
Tree wrap - trees with diameter over 4"	\$T&M / tree
Pruning of trees - having height in excess of 10 feet	per separate quote based on time and material
Pruning of shrubs - having height in excess of 10 feet	per separate quote based on time and material
Flowers for beds (preparation, fertilizer, seasonal care)	\$14.85 / sf
Leaf removal	\$T&M / hr
Broom per hour	\$51.00 / hr
Sand application/lbs.	\$T&M / lb.
Tennis court/Basketball court high-pressure wash hard courts	\$56.10 each T&M
Baseball infield – inspection and correction of low spots in turf areas	per separate quote based on time and material
Baseball infield – edging, compaction, and rake smooth	\$T&M
Baseball infield – inspection of backstop fence	\$45.35/hr T&M
Sidewalks and trails – power sweep	\$56.10/hr

Labor Rates

General laborer	\$45.35 / hr \$52.00/Hr
Supervisor	\$86.90 / hr
Emergency calls	\$92.40 / hr

Miscellaneous

Trash removal - additional pick-ups	
Trash receptacles	\$22.00 / receptacle
Ponds and drainages	\$T&M / occurrence
Wood mulch	\$58.25/CY per quote
Top dressing - top soil	\$T&M / CY
Top dressing - infield mix	\$T&M / CY

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
Director's Acknowledgement of Statutory Duties Regarding Conflicts of Interest

As a Director of the Roxborough Village Metropolitan District, a quasi-municipal corporation and political subdivision of the state of Colorado (the "District"), you acknowledge that the holding of a public office is a position of "public trust" and that you must carry out your duties for the benefit of the District's constituents and not for your own self-interest. You further agree to comply with the following statutory code of ethics:

Required Disclosures

Any Director shall disqualify himself/herself from voting on any issue in which he/she has a conflict of interest, unless such Director has disclosed the conflict of interest as required by law to the Secretary of State and to the Board, §32-1-902(3)(b), C.R.S., and then only to vote if his/her participation is necessary to obtain a quorum or otherwise enable the Board to act. §24-18-109(3)(b), C.R.S.

A Director with a conflict who does not vote shall also refrain from attempting to influence the decisions of other members of the Board in voting on the matter. §24-18-109(3)(a), C.R.S.

A Director is guilty of failing to disclose a conflict of interest if he/ she exercises any substantial discretionary function in connection with a government contract without having given 72 hours actual advance written notice to the Secretary of State and to the District Board of the existence of a known potential conflicting interest. §18-8-308(1), C.R.S. Failure to disclose a conflict of interest is a class 2 misdemeanor. §18-8-308(3), C.R.S.

Acts Constituting a Conflict of Interest

A potential conflict of interest exists when the Director is an executive officer or owns or controls, directly or indirectly, a substantial interest in any nongovernmental entity participating in the transaction. §18-8-308(2), C.R.S.

A District Board member, as a local government official (elected or appointed), or a District employee, shall not:

1. Disclose or use confidential information acquired in the course of his/her official duties in order to further his/her personal financial interests.
2. Accept gifts of substantial value or of substantial economic benefit tantamount to a gift of substantial value, which would tend to improperly influence a "reasonable person" in his/her public position to depart from the faithful and impartial discharge of his/her public duties or which he/she knows or which a reasonable person in his/her position should know under the circumstances is primarily for the purpose of rewarding him/her for official action he/she has taken.
3. Engage in a substantial financial transaction for his/her private business purposes with a person whom he/she inspects or supervises in the course of his/her official duties.

4. Perform an official act directly and substantially affecting to its economic benefit, a business or other undertaking in which he/she either has a substantial financial interest or is engaged as counsel, consultant, representative, or agent.

5. Be financially interested in any contract made in his/her official capacity or by any body, agency, or Board of which he/she is a member or employee.

6. Be a purchaser at any sale or vendor at any purchase made by him/her in his/her official capacity. §§24-18-104, 24-18-109, 24-18-201, and 24-18-202, C.R.S.

Exceptions

The following exceptions exist which are not considered to be conflicts of interest:

1. A Director holding a minority interest in a corporation contracting with the District is not considered “interested” in such contract. §24-18-201(1)(a), C.R.S.;

2. Contracts in which the Director has disclosed a personal interest and has not voted thereon; and

3. A Director may vote, notwithstanding any other prohibition, if participation is necessary to obtain a quorum or otherwise enable the Board to act, and if the Director complies with voluntary disclosure procedures. §24-18-109(3)(b), C.R.S.

Guidelines of Ethical Principles:

The following principles are intended as guides to conduct; they do not constitute violations of the public trust or employment in local government unless circumstances would otherwise so indicate:

1. A local government official or employee should not acquire or hold an interest in any business or undertaking which he/she has reason to believe may be directly and substantially affected to its economic benefit by official action to be taken by the local government agency over which he/she has substantive authority.

2. A local government official or employee should not, within six months following the termination of his/her office or employment, obtain employment in which he/she will take direct advantage, unavailable to others, of matters with which he/she was directly involved during his/her term of employment.

3. A local government official or employee should not perform an official act directly and substantially affecting a business or other undertaking to its economic detriment when he/she has a substantial financial interest in a competing firm or undertaking. §24-18-105(4), C.R.S.

Consequences for Failure to Disclose Potential Conflict of Interest

Failing to disclose a potential conflict of interest is a criminal misdemeanor and could result in prosecution. §18-8-308(3), C.R.S.

Any contract, vote, or other official act in which a Director had a potential conflict, not cured by disclosure, may result in the act or contract being voided.

The undersigned, as a Director of Roxborough Village Metropolitan District, hereby acknowledges the foregoing Statutory Duties Regarding Conflicts of Interest and agrees to act in accordance therewith. The undersigned has no current Conflicts of Interest as of the date hereof. The undersigned agrees to immediately notify the District legal counsel of any conflicts that arise in the future for the undersigned Director.

Signature: _____

Name: _____

Date: _____