

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT

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

NOTICE OF SPECIAL BOARD MEETING AND AGENDA

DATE: November 16, 2021
TIME: 6:00 p.m.
LOCATION: Given current events and current advice and directives from local, state and federal jurisdictions related to COVID-19, this meeting is being held by teleconference and virtual meeting only.

Board members, consultants and members of the public may participate by teleconference or by computer/tablet by utilizing the following information:

- 1. To attend via Zoom Videoconference, use the link:
<https://us02web.zoom.us/j/86257854108?pwd=UVVFUDkyZXNCbzh6OHJQcmpiRHV0dz09>

- ACCESS:**
- 2. To attend via telephone, dial 346-248-7799 and enter the following additional information:
 - a. Meeting ID: 862 5785 4108
 - b. Passcode: 247940

<u>Board of Directors</u>	<u>Office</u>	<u>Term Expires</u>
Calvin Brown	President	May, 2023
Debra Prysby	Vice President	May, 2022
Ephram Glass	Treasurer	May, 2023
Edward Wagner	Secretary	May, 2022
Garry Cook	Assistant Secretary	May, 2022

I. CALL TO ORDER

II. DECLARATION OF QUORUM/DIRECTOR QUALIFICATIONS/DISCLOSURE MATTERS

III. APPROVE AGENDA (10 minutes)

IV. 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.)

V. CONSENT AGENDA (5 minutes)

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

- A. Review and Consider Approval of the October 19, 2021 and October 21, 2021 Special Meetings Minutes (enclosed)
- B. Review and Accept the Cash Position and Property Tax Schedule for October (enclosed)
- C. Review and Consider Approval of Current Claims, Approve Transfer of Funds, and Ratify Payment of Autopay Claims and Ratify Approval of Previous Claims (enclosed)
- D. Review Bailey Tree Update (enclosed)
- E. Review Metco Landscaping Update (enclosed)
- F. Approval of 2022 Insurance Renewal (enclosed)

VI. FINANCIAL MATTERS (5 minutes)

- A. Conduct Public hearing to Consider Amendment of 2021 Budget, Consider Approval of Resolution No. 2021-11-___, Resolution to Amend 2021 Budget (if needed)
- B. Conduct Public Hearing to Consider Adoption of 2022 Budget; Appropriate Sums of Money and Set Mill Levy; Consider Approval of Resolution No. 2021-11-___ Resolution to Adopt 2022 Budget, Resolution No. 2021-11-___ Resolution to Appropriate Sums of Money, and Resolution No. 2021-11-___ Resolution to Set Mill Levy (enclosed)
- C. 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.)

VII. ACTION ITEMS (30 minutes)

- A. Review and Consider Approval of Resolution No. 2021-11-___ Resolution 2021 Audit Engagement Letter with Wipfli in the amount of \$5,250 (enclosed)
- B. Review and Consider Approval of Resolution No. 2021-11-___, 2022 Annual

Administrative Matters Resolution (enclosed)

- C. Review and Consider Approval of CliftonLarsonAllen LLP Master Services Agreement and Related Statement(s) of Work (enclosed)
- D. Review and Consider Approval of Resolution No. 2021-11-__ Engagement Letter with Folkestad Fazekas Barrick and Patoile, P.C. for 2022 Legal Services (enclosed)
- E. Review and Consider Approval of Resolution No. 2021-11-__, Approving Renewal of Foothills Intergovernmental Agreement for Roxborough Village District use of Foothills recreation Amenities for 2022 (enclosed)
- F. Review and Consider Approval of Resolution No. 2021-11-__, Approving 2022 Maintenance Agreement with Bailey Tree, LLC (enclosed)
 - a. Review and Ratify Approval Bailey Tree Proposal for Cottonwood Removal and Stump Grind in the amount of \$1,200 (enclosed)
- G. Review and Consider Approval of Code of Conduct at District Board Meetings (to be distributed)
- H. Discuss Requests by Resident to Review Softball and Soccer Field Permits and Fees
- I. Metco Proposal for Rut Repair at Community Park (enclosed)
- J. Ratify Approval of the Rampart Transmission Main Replacement Project Agreement (enclosed)

VIII. DIRECTOR MATTERS (10 minutes)

- A. Environmental Committee Update (to be distributed)
- B. Other

IX. MANAGER MATTERS (20 minutes)

- A. Other

X. 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. Other

XI. ENGINEERING MATTERS (5 minutes)

- A. Spillway Follow-Up
 - 1. Spillway Construction Status Update
 - 2. North Spillway Improvements
- B. Concrete Trail Repairs Update
- C. Other

XII. LANDSCAPING MATTERS (10 minutes)

- A. Other

XIII. OTHER BUSINESS (5 minutes)

- A. Confirm Quorum for December 7, 2021 Regular Meeting- Virtual

XIV. EXECUTIVE SESSION (15 minutes)

- A. Executive Session Pursuant to C.R.S. Section 24-6-402(4)(B) for the Purposes of Receiving Legal Advice on the Specific Legal Question of CORA Requests and Responses by District Custodian

XV. ADJOURNMENT

MINUTES OF A SPECIAL MEETING
OF THE BOARD OF DIRECTORS OF THE
ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
HELD
TUESDAY, OCTOBER 19, 2021

A special meeting of the Board of Directors of the Roxborough Village Metropolitan District (referred to hereafter as the “Board”) was convened on Tuesday, October 19, 2021 at 6:00 p.m. via ZOOM. The meeting was open to the public.

ATTENDANCE

In Attendance were Directors:

Calvin Brown, President
Debra Prysby, Vice President
Ephram Glass, Treasurer
Ed Wagner, Secretary
Garry Cook, Assistant Secretary

Also in Attendance were:

Anna Jones, Nic Carlson, Gina Karapeytan; CliftonLarsonAllen
LLP (“CLA”)
Katie James, Esq.; Folkestad Fazekas Barrick & Patoile, P.C.
Scott Barnett; Mulhern MRE, Inc.
Todd Wenskoski; Livable Cities Studio
Bill Barr; Metco Landscape Inc.
Travis Jensen; Resident at 7434 Eagle Rock Drive
Mark Rubic; Residents at 7735 Verandah Court
Mat Hart; Resident at 7783 Verandah Court
Larry Nelson; Resident

CALL TO ORDER

Director Brown called the meeting to order at 6:03 p.m.

DECLARATION OF
QUORUM/DIRECTOR
QUALIFICATIONS/
DISCLOSURE MATTERS

A quorum was declared present. No new conflicts were disclosed.

APPROVE AGENDA

Ms. Jones reviewed the agenda with the Board and requested the addition of a discussion regarding the installation of a plaque on the dugouts. Following discussion, upon a motion duly made by Director Glass, seconded by Director Prysby and, upon vote, unanimously carried, the Board approved the agenda, as amended.

PUBLIC COMMENT and/or
GUESTS

Mark Rubic, resident, addressed the Board.

Mat Hart, resident, addressed the Board.

CONSENT AGENDA

**August 25, 2021, September 1, 2021 and September 21, 2021
Special Meeting Minutes:**

Cash Position and Property Tax Schedule for September:

**Current Claims, Approve Transfer of Funds, Ratify Payment
of Autopay Claims and Ratify Approval of Previous Claims:**

Review Bailey Tree Update:

Ms. Jones reviewed the Consent Agenda with the Board. Following discussion, upon a motion duly made by Director Glass, seconded by Director Wagner and, upon vote, unanimously carried, the Board approved the Consent Agenda, as presented.

FINANCIAL MATTERS

Draft 2022 Budget Distributed: The Board acknowledged receipt of the 2022 draft budget.

Motion to Hold Budget Hearing on November 16, 2021: Following discussion, upon a motion duly made by Director Prysby, seconded by Director Glass and, upon vote, unanimously carried, the Board voted to hold the budget hearing on November 16, 2021.

Other: None.

ACTION ITEMS

Code of Conduct at District Board Meetings: The Board discussed the Code of Conduct presented. Director Glass indicated he would prefer to allow public comment throughout meetings. The Board discussed and tabled the item. No action was taken.

Amendment to Resolution regarding Colorado Open Records Act (CORA) Rules and Policy: This item was tabled. No action was taken.

Landscaping Walk Action Items & Course of Action: This matter will be reviewed during the next landscape walk. No action was taken.

Metco Proposal to Mulch Trees, Refresh Playground Chips and Install Dog Station: The Board discussed the proposal and

noted the dog station was incorrectly priced in the proposal. It was also noted the mulch be installed next spring and the playground chips be installed now.

Mr. Barr will submit a revised proposal with the correct price for the dog station for the Board to review at the next Board meeting.

Upon a motion duly made by Director Prysby, seconded by Director Wagner and, upon vote, unanimously carried, the Board approved the Metco proposal to mulch trees and refresh playground chips in the amount of \$14,465.

Metco Proposal to Remove Silt and Debris from Drainage Channel: Mr. Barnett provided input regarding the proposal. Following discussion, the Board tabled action on this proposal until Douglas County provides input.

Metco Proposal to Install 2021 Holiday Lighting: Following review, upon a motion duly made by Director Wagner, seconded by Director Glass and, upon vote, unanimously carried, the Board approved the Metco proposal to install 2021 holiday lighting in the amount of \$8,850.00.

Proposal for Phase 1 Asphalt Replacement: Mr. Barnett reviewed the proposal with the Board. The Board discussed coordinating with Bailey Tree to perform trail clearing work along with the trail work. Following review, upon a motion duly made by Director Brown, seconded by Director Cook and, upon vote, unanimously carried, the Board approved the proposal for Phase 1 Asphalt Replacement in the amount of \$64,905.50.

Amendments to Youth and Adult Sports Teams Applications and Revocable Park Use Permit for Sports Fields: Mr. Carlson reviewed the proposed changes with the Board. Following discussion, upon a motion duly made by Director Prysby, seconded by Director Cook and, upon vote, unanimously carried, the Board approved the amendments to the Youth and Adult Sports Teams Applications and Revocable Park Use Permit for Sports Fields.

Towing Agreement with Wyatts Parking Management: Mr. Carlson reviewed the agreement with the Board. Following discussion, the Board tabled action on this item.

Rescheduling December 21, 2021 Board Meeting: Following discussion, the Board rescheduled to the December 21, 2021 Board meeting to December 7, 2021 at 6:00 p.m.

Plaque at Dugout: Ms. James reviewed the District policy regarding the installation of trees and benches in memorial. Following discussion, upon a motion duly made by Director Wagner, seconded by Director Glass and, upon vote, unanimously carried, the Board determined to make an exception to the policy for the dugout and permitted the installation of a plaque similar to what would be on a tree or bench.

DIRECTOR MATTERS

Environmental Committee: Director Glass reported that he would like to start looking at potential trails along the hogback as well as to partner with PTIC and CSA (What are PTIC and CSA? Spell them out). The Board provided direction for him to explore these items.

Director Glass would like to form a committee to make decisions between meetings. Following discussion, the Board declined to form such committee.

Greenhouse Process and Next Steps: This item was not discussed.

Crystal Lake Tree Plan: This item was not discussed.

Other: None.

MANAGER MATTERS

New Playground:

Phasing and Costing Schedule: Mr. Wenskoski reviewed the design costing and phasing with the Board. Following discussion, Director Prysby indicated she would like to see a community outreach component.

Ms. Jones suggested Mr. Wenskoski reach out to Xcel to work through easement issues. Mr. Wenskoski will follow up and coordinate with Ms. Jones.

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 taken.

Other: None.

ENGINEERING MATTERS

Spillway Follow-Up:

Spillway Construction Status Update: Mr. Barnett reported that the spillway is under construction.

Imperial Park Fence Construction Update: Mr. Barnett reported the Imperial Park fence project is complete.

Concrete Trail Repairs Update: Mr. Barnett reported the concrete trail repairs are underway.

Other: None.

LANDSCAPING MATTERS

Metco Landscape Report: This item was not discussed.

Discuss Soil Sample Results: Mr. Barr reported on the soil sample results. The Board discussed control sample results. Further action was tabled.

Water Usage between 2020 and 2021: This item was not discussed.

Other: None.

OTHER BUSINESS

Quorum for November 16, 2021 Special Meeting via Zoom: A quorum was confirmed.

EXECUTIVE SESSION

Executive Session Pursuant to C.R.S. Section 24-6-402(4)(B) for the Purposes of Receiving Legal Advice on the Specific Legal Question of CORA Requests and Responses by District Custodian

Upon a motion duly made by Director Brown, seconded by Director Wagner and, upon vote, unanimously carried, the Board entered into executive session at 8:45 p.m.

Upon a motion duly made by Director Prysby, seconded by Director Wagner and, upon vote, unanimously carried, the Board exited from executive session at 9:39 p.m.

ADJOURNMENT

There being no further business to come before the Board, upon a motion duly made by Director Prysby, seconded by Director Glass and, upon vote, unanimously carried, the Board adjourned the meeting at 9:41 p.m.

Respectfully submitted,

By: _____
Calvin Brown, President

Attest:

By: _____
Ed Wagner, Secretary

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

Thursday, October 21, 2021

A special meeting of the Board of Directors of the Roxborough Village Metropolitan District (referred to hereafter as the "Board") was convened on Thursday, October 21, 2021 at 3:00 p.m. at Roxborough Community Park. The meeting was open to the public.

ATTENDANCE

In Attendance were Directors:

Debra Prysby; Vice President
Ephram Glass; Treasurer
Garry Cook; Assistant Secretary

The absences of Directors Brown and Wagner were noted and excused.

Also in Attendance were:

Bill Barr; Metco Landscape, Inc.
Scott Barnett; Mulhern MRE, Inc.
Mark Rubic; Resident at 7735 Verandah Court

CALL TO ORDER

The meeting was called to order at 3:00 p.m. Upon a motion duly made, seconded and, upon vote, unanimously carried, the Board noted and excused the absences of Directors Brown and Wagner.

DECLARATION OF
QUORUM/DIRECTOR
QUALIFICATIONS/
DISCLOSURE MATTERS

A quorum was declared present. No new conflicts were disclosed.

DISCUSS DISTRICT
LANDSCAPING

The Board toured areas of the District and discussed areas of concern that need to be addressed as well as potential projects for the future to enhance the landscaping.

OTHER BUSINESS

None.

ADJOURNMENT

There being no further business to come before the Board, the meeting was adjourned at 5:00 p.m.

Respectfully submitted,

By: _____
Calvin Brown, President

Attest:

By: _____
Ed Wagner, Secretary

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
FINANCIAL STATEMENTS
SEPTEMBER 30, 2021

DRAFT

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
BALANCE SHEET - GOVERNMENTAL FUNDS
SEPTEMBER 30, 2021

	<u>General</u>	<u>Debt Service</u>	<u>Capital Projects</u>	<u>Total</u>
ASSETS				
Checking - FirstBank	\$ 50,879	\$ -	\$ -	\$ 50,879
Colostrust	968,509	1,258,102	1,304,684	3,531,295
Bond Fund 1993 A&B	-	659,698	-	659,698
Receivable from County Treasurer	15,625	1,633	-	17,258
Prepaid insurance	450	-	-	450
TOTAL ASSETS	<u>\$ 1,035,463</u>	<u>\$ 1,919,433</u>	<u>\$ 1,304,684</u>	<u>\$ 4,259,580</u>
LIABILITIES AND FUND BALANCES				
CURRENT LIABILITIES				
Accounts payable	\$ 88,273	\$ 1,200	\$ 43,392	\$ 132,865
CAB deposit	-	-	9,948	9,948
Total Liabilities	<u>88,273</u>	<u>1,200</u>	<u>53,340</u>	<u>142,813</u>
FUND BALANCES				
Total Fund Balances	<u>947,190</u>	<u>1,918,233</u>	<u>1,251,344</u>	<u>4,116,767</u>
TOTAL LIABILITIES AND FUND BALANCES	<u>\$ 1,035,463</u>	<u>\$ 1,919,433</u>	<u>\$ 1,304,684</u>	<u>\$ 4,259,580</u>

DRAFT

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 NINE MONTHS ENDED SEPTEMBER 30, 2021**

GENERAL FUND

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
REVENUES			
Property taxes	\$ 971,106	\$ 969,467	\$ (1,639)
Specific ownership tax	136,821	125,661	(11,160)
Interest income	5,000	382	(4,618)
Other revenue	5,000	585	(4,415)
Sports field fees	-	1,700	1,700
TOTAL REVENUES	<u>1,117,927</u>	<u>1,097,795</u>	<u>(20,132)</u>
EXPENDITURES			
Accounting	55,000	42,470	12,530
Auditing	5,200	5,000	200
County Treasurer's fee	14,567	14,552	15
Directors' fees	8,000	7,500	500
Dues and licenses	1,380	1,053	327
Insurance and bonds	10,400	30,613	(20,213)
District management	160,000	107,819	52,181
Legal services	95,000	56,912	38,088
Miscellaneous	4,000	1,327	2,673
Newsletter and postage	10,000	1,728	8,272
Payroll taxes	710	574	136
Election expense	50,000	-	50,000
General repairs and maintenance	36,600	5,155	31,445
Engineering	46,000	25,924	20,076
Landscape maintenance & repairs	26,000	11,582	14,418
Playground repairs and maintenance	10,300	-	10,300
Mosquito control	13,500	9,000	4,500
Landscape weed control	20,600	25,183	(4,583)
Landscape irrigation maintenance	45,100	44,846	254
Algae control	5,000	-	5,000
Landscape contract	169,700	127,897	41,803
Snow removal	41,200	37,307	3,893
Tree maintenance	102,600	44,325	58,275
Portable restrooms	4,000	5,019	(1,019)
Foothills Park and Recreation fees	15,000	15,272	(272)
Seasonal lights	14,420	-	14,420
Open space maintenance / fire mitigation	25,000	-	25,000
Utilities	15,500	10,819	4,681
Nonpotable water purchase usage	51,500	71,350	(19,850)
Communications/website	15,000	3,045	11,955
Graffiti removal/ vandalism	5,000	1,774	3,226
Skate Park maintenance	5,000	-	5,000
Tree spraying	40,000	-	40,000
Community events	35,000	2,168	32,832
Security	-	171	(171)
Contingency	50,723	-	50,723
TOTAL EXPENDITURES	<u>1,207,000</u>	<u>710,385</u>	<u>496,615</u>
NET CHANGE IN FUND BALANCES	(89,073)	387,410	476,483
FUND BALANCES - BEGINNING	<u>456,897</u>	<u>559,780</u>	<u>102,883</u>
FUND BALANCES - ENDING	<u>\$ 367,824</u>	<u>\$ 947,190</u>	<u>\$ 579,366</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.

SUPPLEMENTARY INFORMATION

DRAFT

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE NINE MONTHS ENDED SEPTEMBER 30, 2021**

DEBT SERVICE FUND

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
REVENUES			
Property taxes	\$ 739,155	\$ 737,907	\$ (1,248)
Interest income	5,217	1,812	(3,405)
TOTAL REVENUES	<u>744,372</u>	<u>739,719</u>	<u>(4,653)</u>
EXPENDITURES			
County Treasurer's fee	11,087	11,077	10
Paying agent fees	2,700	2,400	300
Bond interest - Series 1993	44,717	22,852	21,865
Bond interest - Series 2014	29,537	14,768	14,769
Bond principal - Series 2014	1,455,000	-	1,455,000
Bond principal - Series 1993	429,560	-	429,560
Contingency	2,466	-	2,466
TOTAL EXPENDITURES	<u>1,975,067</u>	<u>51,097</u>	<u>1,923,970</u>
NET CHANGE IN FUND BALANCES	(1,230,695)	688,622	1,919,317
FUND BALANCES - BEGINNING	<u>1,230,695</u>	<u>1,229,611</u>	<u>(1,084)</u>
FUND BALANCES - ENDING	<u>\$ -</u>	<u>\$ 1,918,233</u>	<u>\$ 1,918,233</u>

DRAFT

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 NINE MONTHS ENDED SEPTEMBER 30, 2021**

CAPITAL PROJECTS FUND

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
REVENUES			
Lottery proceeds	\$ 36,000	\$ 33,101	\$ (2,899)
TOTAL REVENUES	<u>36,000</u>	<u>33,101</u>	<u>(2,899)</u>
EXPENDITURES			
Accounting	25,000	2,188	22,812
District management	55,000	76,243	(21,243)
Legal services	5,000	14,415	(9,415)
Engineering	40,300	3,332	36,968
Baseball field improvements	5,000	17,750	(12,750)
Irrigation upgrades/replacement	100,000	84,280	15,720
Trails/bike path	55,000	-	55,000
Spillway / embankment	75,000	53,472	21,528
Water rights enhancements	20,000	16,749	3,251
Master plan	100,000	106,669	(6,669)
Rec Center Conceptual Design	55,000	-	55,000
Rec Center Sustainability Consulting	25,000	-	25,000
Rec Center GEO Tech	15,000	-	15,000
Rec Center Initial Design Work	110,000	-	110,000
New Playground	350,000	-	350,000
Monument Sign	70,000	-	70,000
Plant Nursery	30,000	-	30,000
Contingency	30,000	-	30,000
TOTAL EXPENDITURES	<u>1,165,300</u>	<u>375,098</u>	<u>790,202</u>
NET CHANGE IN FUND BALANCES	(1,129,300)	(341,997)	787,303
FUND BALANCES - BEGINNING	<u>1,291,649</u>	<u>1,593,341</u>	<u>301,692</u>
FUND BALANCES - ENDING	<u>\$ 162,349</u>	<u>\$ 1,251,344</u>	<u>\$ 1,088,995</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 AND EXPENDITURES
FOR THE NINE MONTHS ENDED SEPTEMBER 30, 2021

CHATFIELD FARMS

	Annual Budget	Year to Date Actual	Variance
REVENUES			
Property taxes	\$ 255,222	\$ 254,791	\$ (431)
TOTAL REVENUES	255,222	254,791	(431)
EXPENDITURES			
Accounting	8,250	7,482	768
Auditing	780	755	25
County Treasurer's fee	4,334	3,825	509
Directors' fees	1,200	1,133	67
Dues and licenses	210	159	51
Insurance and bonds	1,950	4,623	(2,673)
District management	24,000	16,281	7,719
Legal services	14,250	8,594	5,656
Miscellaneous	600	200	400
Newsletter and postage	1,500	261	1,239
Election expense	7,500	-	7,500
General repairs and maintenance	5,490	778	4,712
Engineering	6,900	3,915	2,985
Landscape maintenance & repairs	3,900	1,749	2,151
Mosquito control	2,030	1,359	671
Landscape weed control	3,090	7,528	(4,438)
Landscape irrigation maintenance	6,770	6,772	(2)
Algae control	750	-	750
Landscape contract	41,200	30,900	10,300
Snow removal	6,180	5,633	547
Tree maintenance	6,180	-	6,180
Portable restrooms	1,500	2,549	(1,049)
Seasonal lights	2,160	-	2,160
Utilities	2,330	-	2,330
Nonpotable water purchase usage	7,730	10,774	(3,044)
Communications/website	2,250	460	1,790
Graffiti removal/ vandalism	750	268	482
Skate Park maintenance	750	-	750
Community events	5,250	327	4,923
Contingency	2,470	-	2,470
TOTAL EXPENDITURES	172,254	116,325	55,929
NET CHANGE IN FUND BALANCES	82,968	138,466	55,498
FUND BALANCES - BEGINNING	728,736	747,464	18,728
FUND BALANCES - ENDING	\$ 811,704	885,930	\$ 74,226
INTEREST ON SHORTFALL		33,537	
CAPITAL RESERVE CONTRIBUTION			
Annual Contribution - Prior Years		(422,802)	
Annual Contribution - Current Year		(32,321)	
		\$ 464,344	

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
2021 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Services Provided

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

On September 3, 1985, the District's voters authorized total indebtedness of \$12,000,000 for the above listed facilities and powers. The authorization provided that the bonds would be subject to a maximum net interest rate of 15% per annum. At a special election on December 30, 1992, the District's voters authorized an additional \$14,000,000. The authorization provided that the bonds would be subject to a minimum mill levy for property taxes which increases from 16.0 mills in 1993 to 39.5 mills in 2005 through 2042 adjusted for changes in the State mandated assessment procedures and the levy must be sufficient to generate a minimum revenue as stated in the ballot question. On November 2, 2004, the District's voters authorized additional indebtedness in an amount not to exceed \$10,500,000 at an interest rate not to exceed 7% per annum. At December 31, 2017 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
2021 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Revenues - (continued)

The District's maximum Required Mill Levy for the Series 1993 Bonds is 73.109 mills, adjusted for changes in the ratio of actual value to assessed value of property within the District. Required Mill Levy means an ad valorem mill levy imposed upon all taxable property of the District each year in an amount sufficient to pay the principal, premium if any, and interest on the Bonds as the same become due and payable. For collections year 2021, the adjusted mill levy for debt service is 9.200 mills and for operations is 12.087 mills.

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 both the General Fund and the Debt Service Fund.

Net Investment Income

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

Expenditures

Administrative and Operating Expenditures

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

County Treasurer's Fees

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

Debt Service

Principal and interest payments in 2021 are provided based on the debt amortization schedule from the Series 1993 Bonds and Series 2014 Loan (discussed under Debt and Leases).

Capital Projects

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

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
2021 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Debt and Leases

Series 1993 Bonds

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

1993 Series B Principal Only

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

Series 2014 Loan

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

	Balance at	Reductions		Balance at
	December 31, 2019	2020	2021	December 31, 2021
General Obligation Bonds				
Series 1993B - Principal Only	\$ 1,329,560	\$ 900,000	\$ 429,560	\$ -
Series 2014	2,330,000	875,000	1,455,000	-
Total	<u>\$ 3,659,560</u>	<u>\$1,775,000</u>	<u>\$1,884,560</u>	<u>\$ -</u>

The District has no 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.

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

Year	1993 Series B (Note A) Principal Only Bonds Interest Rate 10.41% Principal Paid December 31 Interest Paid June 30 and December 31		2014 Series - \$6,390,000 General Obligation Refunding Tax-Free Loan October 24, 2014 Interest Rate 2.03% Interest Paid June 1 and December 1		Total		
	Principal	Interest	Principal	Interest	Principal	Interest	Total
2021	\$ 429,560	\$ 44,717	\$ 1,455,000	\$ 29,537	\$ 1,884,560	\$ 74,254	\$ 1,958,814
	\$ 429,560	\$ 44,717	\$ 1,455,000	\$ 29,537	\$ 1,884,560	\$ 74,254	\$ 1,958,814

DRAFT

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
Schedule of Cash Position
September 30, 2021
Updated as of November 9, 2021

	<u>General Fund</u>	<u>Debt Service Fund</u>	<u>Capital Projects Fund</u>	<u>Total</u>
<u>FirstBank - Checking Account</u>				
Balance as of 09/30/21	\$ 50,878.95	\$ -	\$ -	\$ 50,878.95
Subsequent activities:				-
10/07/21 - CORE Payment	(991.20)	-	-	(991.20)
10/12/21 - CORE Payment	(710.23)	-	-	(710.23)
10/12/21- Transfer from Colostrust	102,178.45	-	7,821.55	110,000.00
10/19/21- Bill.com Payment	(74,820.38)	-	(7,821.55)	(82,641.93)
10/19/21- Roxborough Water Payment September	(17,563.88)	-	-	(17,563.88)
10/21/21- ADP Payroll/Taxes	(538.25)	-	-	(538.25)
10/22/21 - CORE Payment	(67.50)	-	-	(67.50)
10/27/21- Xcel Energy September	(19.02)	-	-	(19.02)
10/27/21- Void Payment	1,697.55	-	-	1,697.55
10/29/21- Bill.com Payment	(1,697.55)	-	-	(1,697.55)
Anticipated Transfer from Colostrust	37,212.50	1,500.00	107,287.50	146,000.00
Anticipated ADP Payroll/taxes - October	(538.25)	-	-	(538.25)
Anticipated Payables	(33,215.07)	(1,500.00)	(107,287.50)	(142,002.57)
Anticipated Roxborough Water payment	(10,438.19)	-	-	(10,438.19)
<i>Anticipated Balance</i>	<u>51,367.93</u>	<u>-</u>	<u>-</u>	<u>51,367.93</u>
<u>Colostrust - Plus</u>				
Balance as of 09/30/21	968,509.28	1,258,102.41	1,304,683.99	3,531,295.68
Subsequent activities:				
10/10/21 - September PTAX	15,624.77	1,633.05	-	17,257.82
10/12/21- Transfer to Checking	(102,178.45)	-	(7,821.55)	(110,000.00)
10/22/21 - Sport Field Fee	200.00	-	-	200.00
10/31/21- Interest Income	14.78	34.49	-	49.27
Anticipated October PTAX	14,960.10	607.43	-	15,567.53
Anticipated Transfer to Checking	(37,212.50)	(1,500.00)	(107,287.50)	(146,000.00)
Anticipated December 1 D/S Payment	-	(1,469,768.25)	-	(1,469,768.25)
Anticipated Transfer from UMB	-	207,784.91	-	207,784.91
Anticipated Tranfer from GF	(3,105.96)	3,105.96	-	-
<i>Anticipated Balance</i>	<u>856,812.02</u>	<u>-</u>	<u>1,189,574.94</u>	<u>2,046,386.96</u>
<u>UMB - 1993 A & B Bond Fund</u>				
Balance as of 09/30/21	-	659,698.01	-	659,698.01
Subsequent activities:				
10/31/21 - Interest Income	-	5.40	-	5.40
Anticipated December 31 D/S Payment	-	(451,918.50)	-	(451,918.50)
Anticipated Transfer to ColoTrust	-	(207,784.91)	-	(207,784.91)
<i>Anticipated Balance</i>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<i>Anticipated Balances</i>	<u>\$ 908,179.95</u>	<u>\$ -</u>	<u>\$ 1,189,574.94</u>	<u>\$ 2,097,754.89</u>

Yield information (as of 10/31/21):

First Bank - 0.0%

Colostrust Plus - 0.0167%

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 METRO DISTRICT
Property Taxes Reconciliation
2021

	Current Year							Prior Year			
	Property Taxes	Delinquent Taxes, Rebates and Abatements	Specific Ownership Taxes	Interest	Treasurer's Fees	Net Amount Received	% of Total Property Taxes Received		Total Cash Received	% of Total Property Taxes Received	
							Monthly	Y-T-D		Monthly	Y-T-D
January	\$ 37,888.63	\$ -	\$ 12,904.78	\$ -	\$ (568.33)	\$ 50,225.08	2.22%	2.22%	\$ 51,417.22	2.04%	2.04%
February	727,901.87	-	11,032.71	-	(10,918.54)	728,016.04	42.56%	44.78%	770,614.81	42.57%	44.61%
March	72,025.94	-	16,751.34	22.81	(1,080.73)	87,719.36	4.21%	48.99%	70,389.11	3.36%	47.97%
April	128,063.20	(356.36)	14,234.93	18.49	(1,921.23)	140,039.03	7.47%	56.45%	151,956.43	7.96%	55.93%
May	128,251.33	-	12,667.58	104.03	(1,925.34)	139,097.60	7.50%	63.95%	136,830.81	7.06%	62.99%
June	595,167.10	-	16,878.35	134.09	(8,929.50)	603,250.04	34.80%	98.75%	649,033.71	35.59%	98.57%
July	11,050.10	-	13,976.17	270.52	(169.81)	25,126.98	0.65%	99.40%	32,201.29	0.91%	99.48%
August	3,974.82	-	13,494.67	133.94	(61.62)	17,541.81	0.23%	99.63%	17,508.76	0.21%	99.69%
September	3,407.85	-	13,720.34	183.50	(53.87)	17,257.82	0.20%	99.83%	15,757.39	0.06%	99.75%
October	-	-	-	-	-	-	0.00%	99.83%	14,808.13	0.06%	99.81%
November	-	-	-	-	-	-	0.00%	99.83%	15,349.36	0.06%	99.87%
December	-	-	-	-	-	-	0.00%	99.83%	14,012.63	0.00%	99.87%
	\$ 1,707,730.84	\$ (356.36)	\$ 125,660.87	\$ 867.38	\$ (25,628.97)	\$ 1,808,273.76	99.83%	99.83%	\$ 1,939,879.65	99.87%	99.87%

	Taxes Levied	% of Levied	Property Taxes Collected	% Collected to Amount Levied	Chatfield Farms
Property Tax					
General Fund	\$ 971,106	56.78%	\$ 969,467.00	99.83%	\$ 254,791.44
Debt Service Fund	739,155	43.22%	737,907.48	99.83%	-
	\$ 1,710,261	100.00%	\$ 1,707,374.48	99.83%	\$ 254,791.44
Specific Ownership Tax					
General Fund	\$ 136,821	100.00%	\$ 125,660.87	91.84%	
Debt Service Fund	-	0.00%	-	0.00%	
	\$ 136,821	100.00%	\$ 125,660.87	91.84%	
Treasurer's Fees					
General Fund	\$ 14,567	56.78%	\$ 14,552.43	99.90%	\$ 3,824.62
Debt Service Fund	11,087	43.22%	11,076.54	99.91%	-
	\$ 25,654	100.00%	\$ 25,628.97	99.90%	\$ 3,824.62

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 Metro District
Claims Listing
10/01/21 - 10/31/21**

Vendor	Invoice #	Description	Balance
ACH			
CORE Electric Cooperative	September-21	Utilities	969.35
CORE Electric Cooperative	September-21	Utilities	21.85
CORE Electric Cooperative	September-21	Utilities	102.51
CORE Electric Cooperative	September-21	Utilities	29.97
CORE Electric Cooperative	September-21	Utilities	23.39
CORE Electric Cooperative	September-21	Utilities	21.36
CORE Electric Cooperative	September-21	Utilities	512.00
CORE Electric Cooperative	September-21	Utilities	21.00
CORE Electric Cooperative	September-21	Utilities	49.00
CORE Electric Cooperative	September-21	Utilities	18.50
			1,768.93
*Roxborough Water & Sanitation District	September-21	Nonpotable water purchase usage	12,760.08
*Roxborough Water & Sanitation District	September-21	Nonpotable water purchase usage	3,024.60
*Roxborough Water & Sanitation District	September-21	Nonpotable water purchase usage	1,140.80
*Roxborough Water & Sanitation District	September-21	Nonpotable water purchase usage	515.80
*Roxborough Water & Sanitation District	September-21	Nonpotable water purchase usage	122.60
			17,563.88
Xcel Energy	September-21	Utilities	19.02
		Total ACH	\$ 19,351.83
Check or Epayment			
General			
CliftonLarsonAllen, LLP	3001039	Accounting	6,837.10
CliftonLarsonAllen, LLP	3029973	District management	13,521.18
Colorado Special Districts Property and Liability Pool	POL-0007426	Prepaid insurance	450.00
Douglas County Deputy Sheriff's Association	10271	Security	171.00
Folkestad Fazekas Barrick & Patoile, P.C	41971	Legal services	4,474.00
Foothills Park & Recreation District	SALES000000033923	Foothills Park and Recreation fees	1,546.42
Foothills Park & Recreation District	SALES000000033977	Foothills Park and Recreation fees	768.67
Metco Landscape, LLC	5695584	Landscape maintenance & repairs	300.00
Metco Landscape, LLC	5695767	Landscape maintenance & repairs	1,750.00
Metco Landscape, LLC	5695572	Landscape irrigation maintenance	682.60
Metco Landscape, LLC	5695573	Landscape irrigation maintenance	175.26
Metco Landscape, LLC	5695574	Landscape irrigation maintenance	52.13
Metco Landscape, LLC	5695712	Landscape irrigation maintenance	767.66
Metco Landscape, LLC	5695768	Landscape irrigation maintenance	750.00
Metco Landscape, LLC	5696355	Landscape irrigation maintenance	1,166.81
Metco Landscape, LLC	5696356	Landscape irrigation maintenance	600.00
Metco Landscape, LLC	5696363	Landscape irrigation maintenance	195.70
Metco Landscape, LLC	5696364	Landscape irrigation maintenance	516.33
Metco Landscape, LLC	5696379	Landscape irrigation maintenance	1,059.08
Metco Landscape, LLC	5696380	Landscape irrigation maintenance	382.87
Metco Landscape, LLC	5696381	Landscape irrigation maintenance	175.89
Metco Landscape, LLC	5696610	Landscape irrigation maintenance	1,567.05
Metco Landscape, LLC	SM208908	Landscape contract	14,210.83
Metco Landscape, LLC	SM210120	Landscape contract	14,210.83
Mulhern MRE Inc.	MMRE62629	Engineering	2,469.85
Mulhern MRE Inc.	MMRE62630	Engineering	919.00
Mulhern MRE Inc.	MMRE62633	Engineering	136.00
Mulhern MRE Inc.	MMRE62634	Engineering	2,627.70
Patriot Pest Control	965529	Mosquito control	1,500.00
United Site Services	114-12401037	Portable restrooms	347.25
United Site Services	114-12401039	Portable restrooms	347.25
United Site Services	114-12421130	Portable restrooms	35.00
Utility Notification Center of Colorado	221091249	Miscellaneous	106.92
			\$ 74,820.38
Capital			
CliftonLarsonAllen, LLP	3029973	District management	770.00
Folkestad Fazekas Barrick & Patoile, P.C	41972	Legal services	2,135.00
Livable Cities Studio, Inc.	1510	Master plan	1,655.00
Mulhern MRE Inc.	MMRE62631	Spillway / embankment	136.00
Mulhern MRE Inc.	MMRE62632	Spillway / embankment	3,125.55
			\$ 7,821.55
		TOTAL Checks/Epayment	\$ 82,641.93

Roxborough Metro District Arborist Report**Bailey Tree LLC****November 9,2021**

The trees have mostly gone dormant and most have lost their leaves. Soil moisture is low due to recent warm temperatures and limited rainfall.

As always I recommend winter watering to help the trees through this time. Metco has done this in the past.

We have completed the Fall Deep Root Fertilization.

We will begin the pruning along the green belt in January.

George Biedenstein

ISA Board Certified Master Arborist #RM 0756B

Email: baileytreetrimming@gmail.com



METCO LANDSCAPE, INC.

Monthly Maintenance Report for Roxborough Village Metropolitan District

Submitted by: Bill Barr 11/8/2021 Recipients: Anna Jones, Public Manager

REVIEW OF GANTTED OPERATIONS

Turf

Turf is going into dormancy. We have been very dry through this season. We do need moisture whether it be in the form of rain or snow.

Shrub Beds

Shrub beds are going through fall cleanup

Trees

Trees look good going into the winter

Irrigation

We have done fall drain of Irrigation and blowout the first week of this month.

Site Policing

We continue to porter for trash and dog litter bags through the winter

Overall Site

We have been replenishing playground chips where needed along with fluffing up existing chips at several of the playgrounds

Review of Operations for Upcoming Month:

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

Workers' Compensation Coverage Invoice

District: Roxborough Village Metropolitan District
c/o CliftonLarsonAllen LLP
8390 East Crescent Parkway, Suite 300
Greenwood Village, CO 80111-2814

Broker: T. Charles Wilson Insurance Service
384 Inverness Parkway
Suite 170
Englewood, CO 80112

Coverage No.		Entity ID		Effective Date		Expiration Date		Invoice Date	
POL-0007426		60100		1/1/2022		EOD 12/31/2022		9/8/2021	
Class Code	Description	No. of Employees		No. of Volunteers	2022 Rate	2022 Estimated Employee Payroll	2022 Estimated Volunteer Payroll	Estimated Manual Contribution	
		FT	PT						
8811	Board Member Coverage	0	0	5	0.75	\$ 0	\$6,000	\$ 45.00	

Manual Contribution:		\$ 45.00
Experience Modification:	×	1.00
Modified Contribution:	=	\$ 45.00
Minimum Contribution:		\$ 450.00
Contribution Volume Credit:	-	\$ 0.00
Designated Provider Discount:	-	\$ 0.00
Cost Containment Credit:	×	1.00
Manual Adjustment:	×	
Multi-Program Discount:	×	1.00
<hr/>		
Estimated Annual Contribution:	=	\$ 450.00
Pro Rata Factor:	×	1.00
Total Estimated Contribution:	=	\$ 450.00
Total Amount Due:		\$ 450.00

**Estimated payroll is subject to yearend audit.
Commission (9% first year and 6% thereafter) is paid to the broker reflected above.**

Payment evidences "acceptance" of this coverage. The terms of the Intergovernmental Agreement (IGA) require timely payment to prevent automatic cancellation of coverage. Please return this invoice and reference the coverage number on your check to help us apply your payment correctly. Only prior notice to the board of directors of the Colorado Special Districts Property and Liability Pool and subsequent approval may extend cancellation provision.

Please remit to: Colorado Special Districts Property and Liability Pool
c/o McGriff Insurance Services, Inc.
PO Box 1539
Portland, OR 97207-1539

Wire transfer available upon request.
Billing questions:
billing@csdpool.org
800-318-8870 ext. 3



Workers' Compensation and Employer's Liability Declarations Page

Coverage Number: POL-0007426
Coverage Period: 1/1/2022 — EOD 12/31/2022

FEIN: 84-1004231
Entity ID: 60100

Named Member:
 Roxborough Village Metropolitan District
 c/o CliftonLarsonAllen LLP
 8390 East Crescent Parkway, Suite 300
 Greenwood Village, CO 80111-2814

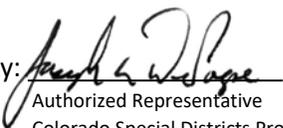
Broker of Record:
 T. Charles Wilson Insurance Service
 384 Inverness Parkway
 Suite 170
 Englewood, CO 80112

Coverage is provided for only those coverages and classifications indicated below.

State: Colorado
Limits of Liability: Coverage A Workers' Compensation Statutory
 Coverage B Employer's Liability \$2,000,000
Annual Contribution: \$ 450.00

Class	Description	2022 Estimated Employee Payroll	2022 Estimated Volunteer Payroll
8811	Board Member Coverage	\$ 0	\$ 6,000

This Declarations page is made and is mutually accepted by the Pool and Named Member subject to all terms that are made a part of the Workers' Compensation Coverage Document. This Declarations page represents only a brief summary of coverages. Please refer to the Coverage Document at csdpool.org for actual coverages, terms, conditions, and exclusions. Named Member must be a member of the Special District Association of Colorado and must adopt the Pool's Intergovernmental Agreement.

Countersigned by: 
 Authorized Representative
 Colorado Special Districts Property and Liability Pool

Date: 9/8/2021



Payment Instructions

The annual contribution for this coverage has been rounded to the nearest whole dollar. The annual contribution for coverage with the Pool is due upon receipt of this invoice. To make a payment, please mail your check and a copy of your invoice to:

Colorado Special Districts Property and Liability Pool
c/o McGriff Insurance Services, Inc.
PO Box 1539
Portland, OR 97207

For express or overnight mail services, please use the address below:

Colorado Special Districts Property and Liability Pool
c/o McGriff Insurance Services, Inc.
1800 SW 1st Ave, Suite 400
Portland, OR 97201

To ensure that your payment is accurately applied, please always include a copy of the invoice.

The Pool does not accept credit card payment at this time; however, if you would like to make payment via wire transfer, please let us know and we will be happy to provide you with wiring instructions.

Finally, all members of the Pool must be members in good standing with the Special District Association of Colorado (SDA). Please visit the SDA website at sdaco.org for member information.

Please contact us at billing@csdpool.org or 800-318-8870 ext. 3 for billing questions.

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT

ANNUAL BUDGET

FOR THE YEAR ENDING DECEMBER 31, 2022

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
SUMMARY
2022 BUDGET
WITH 2020 ACTUAL AND 2021 ESTIMATED
For the Years Ended and Ending December 31,**

11/3/2021

	ACTUAL 2020	BUDGET 2021	ACTUAL 6/30/2021	ESTIMATED 2021	BUDGET 2022
BEGINNING FUND BALANCES	\$ 4,608,301	\$ 2,979,241	\$ 3,382,732	\$ 3,382,732	\$ 1,797,263
REVENUES					
Property taxes	1,809,708	1,710,261	1,688,942	1,708,721	1,028,412
Specific ownership tax	156,306	136,821	84,470	167,911	82,273
Interest income	32,218	10,217	1,351	2,580	500
Lottery proceeds	37,049	36,000	23,126	44,000	44,000
Sports field fees	-	-	1,200	1,900	-
Other revenue	70,041	-	-	-	-
Miscellaneous income	1,348	5,000	585	600	2,000
Total revenues	2,106,670	1,898,299	1,799,674	1,925,712	1,157,185
TRANSFERS IN	100,000	-	-	210,886	-
Total funds available	6,814,971	4,877,540	5,182,406	5,519,330	2,954,448
EXPENDITURES					
General Fund	1,013,107	1,207,000	432,513	965,114	1,234,500
Debt Service Fund	1,976,824	1,975,067	49,773	1,975,067	-
Capital Projects Fund	342,308	1,165,300	282,793	571,000	493,000
Total expenditures	3,332,239	4,347,367	765,079	3,511,181	1,727,500
TRANSFERS OUT	100,000	-	-	210,886	-
Total expenditures and transfers out requiring appropriation	3,432,239	4,347,367	765,079	3,722,067	1,727,500
ENDING FUND BALANCES	\$ 3,382,732	\$ 530,173	\$ 4,417,327	\$ 1,797,263	\$ 1,226,948
EMERGENCY RESERVE	\$ 34,500	\$ 33,600	\$ 31,400	\$ 34,300	\$ 33,400
TOTAL RESERVE	\$ 34,500	\$ 33,600	\$ 31,400	\$ 34,300	\$ 33,400

No assurance provided. See summary of significant assumptions.

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
PROPERTY TAX SUMMARY INFORMATION
2022 BUDGET
WITH 2020 ACTUAL AND 2021 ESTIMATED
For the Years Ended and Ending December 31,

11/3/2021

	ACTUAL 2020	BUDGET 2021	ACTUAL 6/30/2021	ESTIMATED 2021	BUDGET 2022
ASSESSED VALUATION - Douglas					
Residential	\$ 71,613,170	\$ 71,661,000	\$ 71,661,000	\$ 71,661,000	\$ 75,902,960
Commercial	6,248,890	6,198,380	6,198,380	6,198,380	6,555,700
State assessed	1,053,500	1,090,600	1,090,600	1,090,600	16,100
Vacant land	647,070	613,650	613,650	613,650	700,770
Personal property	631,970	779,360	779,360	779,360	1,908,640
Certified Assessed Value	<u>\$ 80,194,600</u>	<u>\$ 80,342,990</u>	<u>\$ 80,342,990</u>	<u>\$ 80,342,990</u>	<u>\$ 85,084,170</u>
MILL LEVY					
General	12.087	12.087	12.087	12.087	12.087
Debt Service	10.200	9.200	9.200	9.200	0.000
Refund and abatements	0.309	0.000	0.000	0.000	0.000
Total mill levy	<u>22.596</u>	<u>21.287</u>	<u>21.287</u>	<u>21.287</u>	<u>12.087</u>
PROPERTY TAXES					
General	\$ 969,312	\$ 971,106	\$ 971,106	\$ 971,106	\$ 1,028,412
Debt Service	817,985	739,155	739,155	739,155	-
Refund and abatements	24,780	-	-	(1,540)	-
Levied property taxes	1,812,077	1,710,261	1,710,261	1,708,721	1,028,412
Adjustments to actual/rounding	(2,369)	-	(21,319)	-	-
Budgeted property taxes	<u>\$ 1,809,708</u>	<u>\$ 1,710,261</u>	<u>\$ 1,688,942</u>	<u>\$ 1,708,721</u>	<u>\$ 1,028,412</u>
BUDGETED PROPERTY TAXES					
General	\$ 981,466	\$ 971,106	\$ 959,001	\$ 970,231	\$ 1,028,412
Debt Service	828,242	739,155	729,941	738,490	-
	<u>\$ 1,809,708</u>	<u>\$ 1,710,261</u>	<u>\$ 1,688,942</u>	<u>\$ 1,708,721</u>	<u>\$ 1,028,412</u>

No assurance provided. See summary of significant assumptions.

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
GENERAL FUND
2022 BUDGET
WITH 2020 ACTUAL AND 2021 ESTIMATED
For the Years Ended and Ending December 31,**

11/3/2021

	ACTUAL 2020	BUDGET 2021	ACTUAL 6/30/2021	ESTIMATED 2021	BUDGET 2022
BEGINNING FUND BALANCE	\$ 455,539	\$ 456,897	\$ 559,780	\$ 559,780	\$ 524,922
REVENUES					
106320 Property taxes	981,466	971,106	959,001	970,231	1,028,412
106340 Specific ownership tax	156,306	136,821	84,470	167,911	82,273
106360 Interest income	8,187	5,000	311	500	500
106500 Other revenue	70,041	-	-	-	-
106800 Sports field fees	-	-	1,200	1,900	-
106802 Miscellaneous income	1,348	5,000	585	600	2,000
Total revenues	1,217,348	1,117,927	1,045,567	1,141,142	1,113,185
Total funds available	1,672,887	1,574,824	1,605,347	1,700,922	1,638,107
EXPENDITURES					
General and administrative					
107000 Accounting	53,253	55,000	27,173	55,000	60,000
107020 Auditing	4,950	5,200	-	5,000	6,000
107200 County Treasurer's fee	14,732	14,567	14,390	14,553	15,426
107250 Directors' fees	7,600	8,000	4,700	9,200	8,000
107350 Dues and licenses	1,217	1,380	1,053	1,053	1,400
107360 Insurance and bonds	9,960	10,400	30,613	30,613	32,000
107440 District management	137,548	160,000	64,751	130,000	130,000
107460 Legal services	88,087	95,000	32,316	65,000	70,000
107480 Miscellaneous	3,562	4,000	578	1,500	1,500
107481 Newsletter and postage	5,427	10,000	1,728	3,500	4,000
107580 Payroll taxes	581	710	360	710	710
107581 Election expense	8,549	50,000	-	2,500	55,000
107584 Engineering	31,267	46,000	13,135	30,000	33,000
107800 Communications/website	10,802	15,000	347	1,800	2,000
107809 Community events	68	35,000	2,168	5,000	35,000
107600 Foothills park and recreation fees	7,899	15,000	9,280	15,000	17,500
Operations and maintenance					
107594 Algae control	-	5,000	-	-	5,000
107611 Annual trails maintenance	-	-	-	-	50,000
107801 Graffiti removal/ vandalism	3,030	5,000	1,500	3,000	3,500
107595 Landscape contract	165,564	169,700	85,265	169,700	186,700
107593 Landscape irrigation maintenance	54,630	45,100	14,660	45,100	49,500
107585 Landscape maintenance & repairs	95,943	26,000	5,482	11,000	15,000
107592 Landscape weed control	35,484	20,600	15,541	31,000	34,000
107589 Mosquito control	14,000	13,500	4,500	9,000	14,000
107702 Nonpotable water purchase usage	81,496	51,500	11,609	70,000	82,000
107620 Open space maintenance / fire mitigation	-	25,000	-	-	25,000
107599 Portable restrooms	3,966	4,000	2,953	6,985	7,000
107586 Playground repairs and maintenance	7,641	10,300	-	5,000	15,000
107582 General repairs and maintenance	38,589	36,600	1,701	3,500	10,000
107610 Seasonal lights	8,750	14,420	-	13,000	14,000
107802 Skate Park maintenance	625	5,000	-	5,000	5,000
107596 Snow removal	31,300	41,200	37,307	48,500	50,000
107597 Tree maintenance	72,640	102,600	44,325	85,000	93,500
107808 Tree spraying	-	40,000	-	-	40,000
107701 Utilities	13,947	15,500	5,078	14,000	15,000
107890 Contingency	-	50,723	-	74,900	48,764
Total expenditures	1,013,107	1,207,000	432,513	965,114	1,234,500
TRANSFERS OUT					
107900 Transfers to other funds	100,000	-	-	210,886	-
Total expenditures and transfers out requiring appropriation	1,113,107	1,207,000	432,513	1,176,000	1,234,500
ENDING FUND BALANCE	\$ 559,780	\$ 367,824	\$ 1,172,834	\$ 524,922	\$ 403,607
EMERGENCY RESERVE	\$ 34,500	\$ 33,600	\$ 31,400	\$ 34,300	\$ 33,400
TOTAL RESERVE	\$ 34,500	\$ 33,600	\$ 31,400	\$ 34,300	\$ 33,400

No assurance provided. See summary of significant assumptions.

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
DEBT SERVICE FUND
2022 BUDGET
WITH 2020 ACTUAL AND 2021 ESTIMATED
For the Years Ended and Ending December 31,

11/3/2021

	ACTUAL 2020	BUDGET 2021	ACTUAL 6/30/2021	ESTIMATED 2021	BUDGET 2022
BEGINNING FUND BALANCE	\$ 2,354,162	\$ 1,230,695	\$ 1,229,611	\$ 1,229,611	\$ -
REVENUES					
Property taxes	828,242	739,155	729,941	738,490	-
Interest income	24,031	5,217	1,040	2,080	-
Total revenues	<u>852,273</u>	<u>744,372</u>	<u>730,981</u>	<u>740,570</u>	<u>-</u>
TRANSFERS IN					
Transfers from other funds	-	-	-	4,886	-
Total funds available	<u>3,206,435</u>	<u>1,975,067</u>	<u>1,960,592</u>	<u>1,975,067</u>	<u>-</u>
EXPENDITURES					
Bond interest - Series 1993	139,394	44,717	22,852	44,717	-
Bond interest - Series 2014	47,299	29,537	14,768	29,537	-
Bond principal - Series 1993	900,000	429,560	-	429,560	-
Bond principal - Series 2014	875,000	1,455,000	-	1,455,000	-
County Treasurer's fee	12,431	11,087	10,953	11,087	-
Contingency	-	2,466	-	2,466	-
Paying agent fees	2,700	2,700	1,200	2,700	-
Total expenditures	<u>1,976,824</u>	<u>1,975,067</u>	<u>49,773</u>	<u>1,975,067</u>	<u>-</u>
Total expenditures and transfers out requiring appropriation	<u>1,976,824</u>	<u>1,975,067</u>	<u>49,773</u>	<u>1,975,067</u>	<u>-</u>
ENDING FUND BALANCE	<u>\$ 1,229,611</u>	<u>\$ -</u>	<u>\$ 1,910,819</u>	<u>\$ -</u>	<u>\$ -</u>

No assurance provided. See summary of significant assumptions.

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
CAPITAL PROJECTS FUND
2022 BUDGET
WITH 2020 ACTUAL AND 2021 ESTIMATED
For the Years Ended and Ending December 31,**

11/3/2021

	ACTUAL 2020	BUDGET 2021	ACTUAL 6/30/2021	ESTIMATED 2021	BUDGET 2022
BEGINNING FUND BALANCE	\$ 1,798,600	\$ 1,291,649	\$ 1,593,341	\$ 1,593,341	\$ 1,272,341
REVENUES					
Lottery proceeds	37,049	36,000	23,126	44,000	44,000
Total revenues	<u>37,049</u>	<u>36,000</u>	<u>23,126</u>	<u>44,000</u>	<u>44,000</u>
TRANSFERS IN					
Transfers from other funds	<u>100,000</u>	<u>-</u>	<u>-</u>	<u>206,000</u>	<u>-</u>
Total funds available	<u>1,935,649</u>	<u>1,327,649</u>	<u>1,616,467</u>	<u>1,843,341</u>	<u>1,316,341</u>
EXPENDITURES					
General and Administrative					
Accounting	-	25,000	2,188	3,000	3,500
Contingency	-	30,000	-	31,250	55,700
District management	47,650	55,000	55,876	90,000	47,800
Engineering	19,288	40,300	3,060	8,000	-
Legal services	7,069	5,000	12,280	25,000	25,000
Capital Projects					
Recreation center					
Rec center conceptual design	-	55,000	-	-	-
Rec center sustainability consulting	-	25,000	-	-	-
Rec center GEO tech	-	15,000	-	-	-
Rec center initial design work	-	110,000	-	-	-
New playground	-	350,000	-	100,000	100,000
Monument sign	-	70,000	-	-	70,000
Plant nursery	-	30,000	-	18,000	18,000
Baseball field improvements	-	5,000	17,750	17,750	5,000
Irrigation upgrades/replacement	-	100,000	84,280	90,000	-
Trails/bike path	51,799	55,000	-	-	55,000
Spillway / embankment	14,062	75,000	13,961	30,000	30,000
Water rights enhancements	19,250	20,000	16,500	33,000	33,000
Master plan	183,190	100,000	76,898	125,000	50,000
Total expenditures	<u>342,308</u>	<u>1,165,300</u>	<u>282,793</u>	<u>571,000</u>	<u>493,000</u>
Total expenditures and transfers out requiring appropriation	<u>342,308</u>	<u>1,165,300</u>	<u>282,793</u>	<u>571,000</u>	<u>493,000</u>
ENDING FUND BALANCE	<u>\$ 1,593,341</u>	<u>\$ 162,349</u>	<u>\$ 1,333,674</u>	<u>\$ 1,272,341</u>	<u>\$ 823,341</u>

No assurance provided. See summary of significant assumptions.

**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.

RESOLUTION NO. 2021-11-__

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

**A RESOLUTION SUMMARIZING EXPENDITURES AND REVENUES FOR EACH
FUND AND ADOPTING A BUDGET FOR THE ROXBOROUGH VILLAGE
METROPOLITAN DISTRICT, DOUGLAS COUNTY, COLORADO, FOR THE
CALENDAR YEAR BEGINNING ON THE FIRST DAY OF JANUARY 2022, AND
ENDING ON THE LAST DAY OF DECEMBER 2022**

WHEREAS, the Board of Directors of Roxborough Village Metropolitan District (the “District”) has appointed CliftonLarsonAllen LLP, a Minnesota limited liability partnership, to prepare and submit a proposed budget to the Board of Directors of the District at the proper time; and

WHEREAS, the District Manager, has submitted a proposed budget to the Board of Directors of the District on or before October 15, 2021, for its consideration; and

WHEREAS, upon due and proper notice published on November 4, 2021 in accordance with the law, said proposed budget was open for inspection by the public at a designated place: the office of CliftonLarsonAllen LLP, located at 8390 East Crescent Parkway, Suite 300, Greenwood Village, Colorado, and interested electors of the District were given the opportunity to file or register any objections to the proposed budget; and a public hearing was held on November 16, 2021, via a Zoom conference call; and

WHEREAS, whatever increases may have been made in the expenditures, like increases were added to the revenues or were planned to be expended from reserves/fund balances so that the budget remains in balance, as required by law.

NOW, THEREFORE, BE IT RESOLVED BY the Board of Directors of the Roxborough Village Metropolitan District, Douglas County, Colorado:

Section 1. That the budget as submitted, amended, and summarized by fund and attached hereto as Exhibit A, is hereby approved and adopted as the Budget of the Roxborough Village Metropolitan District for the year 2022.

Section 2. That the 2022 Budget hereby approved and adopted shall be signed by the President and Secretary of the District, made a part of the public records of the District and filed in accordance with applicable law.

APPROVED AND ADOPTED this 16th day of November, 2021, by a vote of ___ for and ___ against.

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

By: _____
Calvin Brown, President

ATTEST:

By: _____
Edward Wagner, Secretary

EXHIBIT A
ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
2022 BUDGET

RESOLUTION NO. 2021-11-__

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

**A RESOLUTION APPROPRIATING SUMS OF MONEY TO THE VARIOUS
FUNDS IN THE AMOUNT AND FOR THE PURPOSE AS SET FORTH BELOW,
FOR THE ROXBOROUGH VILLAGE METROPOLITAN DISTRICT,
DOUGLAS COUNTY, COLORADO,
FOR THE 2022 BUDGET YEAR**

WHEREAS, the Board of Directors of Roxborough Village Metropolitan District (the “District”) has adopted the annual budget in accordance with the Local Government Budget Law of Colorado, Section 29-1-101 et seq, C.R.S., on November 16, 2021; and

WHEREAS, the Board of Directors of the District have made provisions therein for revenues in an amount equal to or greater than the total proposed expenditures as set forth in said budget; and

WHEREAS, it is not only required by law, but also necessary to appropriate the revenues and reserves or fund balances provided in the budget to and for the purposes described below, thereby establishing a limitation on expenditures for the operations of the District;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Roxborough Village Metropolitan District, Douglas County, Colorado:

Section 1. That the following sums are hereby appropriated from the revenue of each fund, to each fund, for the purposes stated:

General Fund	\$ 2,954,448
Debt Service Fund	\$ 0.00
Capital Projects Fund	\$ 493,000

APPROVED AND ADOPTED this 16th day of November, 2021, by a vote of __ for and __ against.

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

By: _____
Calvin Brown, President

ATTEST:

By: _____
Edward Wagner, Secretary

RESOLUTION NO. 2021-11-__

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

**A RESOLUTION LEVYING PROPERTY TAXES FOR YEAR 2021 FOR COLLECTION
IN 2022, TO HELP DEFRAY THE COSTS OF GOVERNMENT
FOR THE ROXBOROUGH VILLAGE METROPOLITAN DISTRICT,
DOUGLAS COUNTY, COLORADO,
FOR THE 2022 BUDGET YEAR**

The Board of Directors of the Roxborough Village Metropolitan District has adopted the annual budget, in accordance with the Local Government Budget Law of Colorado, Section 29-1-101 et seq, C.R.S., on November 16, 2021; and

The 2021 valuation for assessment for the Roxborough Village Metropolitan District (the “District”), as certified by the Douglas County Assessor is \$85,084,170.00; and

The amount of money necessary to balance the budget for general operating purposes from property tax revenue is \$1,028,412.00; and

The amount of money necessary to balance the budget for voter approved bonds and interest is \$0.00.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Roxborough Village Metropolitan District, Douglas County, Colorado:

Section 1. That for the purpose of meeting all general operating expenses of the District during the 2022 budget year, there is hereby levied a tax of 12.087 mills* upon each dollar of the total valuation for assessment of all taxable property within the District for the year 2021.

Section 2. That for the purpose of meeting all payments for bonds and interest of the District during the 2021 budget year, there is hereby levied a tax of 0 mills upon each dollar of the total valuation for assessment of all taxable property within the District for the year 2021.

Section 3. That the District Manager is hereby authorized and directed to immediately certify to the Board of County Commissioners of Douglas County, State of Colorado (the “Board of County Commissioners”) the mill levies for the District as hereinabove determined and set, or be authorized and directed to certify to the Board of County Commissioners the mill levies for the District as hereinabove determined and set, but as recalculated as needed based upon the final (December) certification of valuation from the Douglas County Assessor in order to comply with any applicable revenue and other budgetary limits.

APPROVED AND ADOPTED this 16th day of November, 2021, by a vote of ___ for and ___ against.

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

By: _____
Calvin Brown, President

ATTEST:

By: _____
Edward Wagner, Secretary

RESOLUTION NO. 2022-11-__**A RESOLUTION OF THE BOARD OF DIRECTORS OF ROXBOROUGH VILLAGE METROPOLITAN DISTRICT, DOUGLAS COUNTY, COLORADO, APPROVING AN AGREEMENT WITH WIPFLI LLP FOR THE PROVISION OF AUDIT SERVICES TO THE DISTRICT FOR TAX YEAR OF 2022 TO BE COMPLETED BEFORE JULY 15, 2022**

WHEREAS, the Board of Directors of ROXBOROUGH VILLAGE METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"), has made a determination that it would be beneficial to the District to enter into an agreement with the firm of Wipfli LLP to provide audit services to the District in the capacity of Certified Public Accountant to the District, for the tax year of 2021 to be completed during the calendar year of 2022.

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

That the engagement letter from the firm of Wipfli LLP., attached hereto as Exhibit A, is hereby approved, and the appropriate officers of the District are hereby authorized and directed to execute the same on behalf of the District.

APPROVED AND ADOPTED this 16th day of November, 2021, by a vote of ____ for and ____ against.

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

By: _____
Calvin Brown, President

ATTEST:

By: _____
Edward Wagner, Secretary

EXHIBIT A

2022 ENGAGEMENT LETTER FOR AUDIT SERVICES FROM WIPFLI, LLP.
CERTIFIED PUBLIC ACCOUNTANTS

November 5, 2021

Roxborough Village Metropolitan District
c/o CliftonLarsonAllen LLP
8390 E. Crescent Pkwy, Suite 300
Greenwood Village, CO 80111

We are pleased to serve as the independent auditors for Roxborough Village Metropolitan District (“Client”) for the year ended December 31, 2021. This letter, together with the attached Terms and Conditions – Attest Engagements, confirms the terms of our engagement, and are collectively referred to herein as the “Letter” or the “Engagement Letter”.

Fees

Our fees for this engagement will be billed as work progresses, and progress billings may be submitted. Based upon our discussions with representatives of Client, the fee for this engagement will be \$5,250. Expenses for items such as travel, telephone, postage, clerical time, printing, and reproduction of financial statements are included in the fee. Our fee has been determined based on our understanding obtained through discussions with you regarding your preparation for the engagement and your current business operations. To the extent we encounter circumstances outside of our expectations that warrant additional procedures and time, we will communicate that fact and advise you of options and the additional fees necessary to complete the engagement. We expect payment of our billings within 30 days after submission.

Our fees for the services described below are based upon the value of the services performed and the time required by the individuals assigned to the engagement. Our fee estimate and completion of our work are based upon the following criteria:

1. Anticipated cooperation from Client personnel
2. Timely responses to our inquiries
3. Timely completion and delivery of client assistance requests
4. Timely communication of all significant accounting and financial reporting matters
5. The assumption that unexpected circumstances will not be encountered during the engagement.

If any of the aforementioned criteria are not met, then the fees may increase. Interim billings will be submitted as work progresses and as expenses are incurred.

Audit Scope and Objectives

We will audit Client’s financial statements, as of and for the year ended December 31, 2021, and the disclosures (collectively, the “financial statements”), and if applicable, supplementary information.

The objectives of our audit are to obtain reasonable assurance about whether Client's financial statements taken as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinion about whether Client's financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America ("GAAP"). Reasonable assurance is a high level of assurance, but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America ("GAAS") will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they could influence the judgment of a reasonable user made based on the financial statements.

The supplementary information accompanying the financial statements will be subjected to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole.

The other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such an opinion. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

An audit includes an evaluation of the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as an evaluation of the overall presentation of the financial statements, including the disclosures, to assess whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. To express an opinion, we are required to plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to Client or to acts by management or employees acting on behalf of Client.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or government regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

In the conduct of our audit, we will obtain an understanding of Client and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under professional standards.

In performing our audit, we will consider and conclude whether, based on the audit evidence obtained, there are conditions or events, considered in the aggregate, which raise substantial doubt about Client's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories, and direct confirmation of cash, receivables, loan balances, and certain assets and liabilities by correspondence with selected customers, funding sources, creditors, and financial institutions. We may also request written representations from your attorneys as part of the engagement, and they may submit an invoice for responding to this inquiry.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that management acknowledges and understands its responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with GAAP. Management is also responsible for making available to us drafts of financial statements, all financial records, and related information, and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). Management is also responsible for providing us with (1) access to all information of which it is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within Client from whom we determine it necessary to obtain audit evidence.

Management is responsible for adjusting the financial statements to correct material misstatements and for confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting Client involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Management is also responsible for informing us of its knowledge of any allegations of fraud or suspected fraud affecting Client received in communications from employees, former employees, regulators, or others. In addition, management is responsible for identifying and ensuring that Client complies with applicable laws and regulations.

Management is responsible for the preparation of the supplementary information in conformity with GAAP. Management agrees to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. Management also agrees to include the audited financial statements with any presentation of the supplementary information that includes our report thereon.

We cannot perform management functions or make management decisions on behalf of Client. However, we may provide advice and recommendations to assist management in performing its functions and fulfilling its responsibilities. We may advise management about appropriate accounting principles and their application, but the responsibility for the financial statements remains with management.

At the conclusion of our audit, we will require certain written representations from management about the financial statements and related matters. Because of the importance of management's representations to an effective audit, Client agrees to release and indemnify Wipfli LLP ("Wipfli"), its partners, employees, agents, and assigns from any claim, liability, cost, or expense relating to our services under this Engagement Letter attributable in any respect to any knowing misrepresentation by management. The preceding sentence shall not apply and shall be of no effect in the event its application, in the judgment of any government body or regulatory agency, would impair our independence as your auditor.

Reporting

We will issue a written report upon completion of our audit of Client's financial statements. Our report will be addressed to the board of directors. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or withdraw from this engagement.

If Client intends to reproduce or publish these financial statements or any portion thereof, whether in paper or electronic form, subsequent to anticipated year-end filings, and make reference to our firm name in connection therewith, management agrees to provide us with proofs in sufficient time for our review and written approval before printing. If in our professional judgment the circumstances require, we may withhold our approval. Client agrees to compensate Wipfli for the time associated with such review.

Client acknowledges and agrees that any advice, recommendations, information, or work product provided to Client by Wipfli in connection with this engagement is for the sole use of Client and may not be relied upon by any third party. Wipfli has no liability or responsibility to any third parties as a result of this engagement.

Management Assistance

Assistance to be supplied by Client personnel, including the preparation of schedules and analysis of accounts, has been discussed with appropriate personnel. Timely completion of this work will facilitate the completion of our engagement.

Engagement Partner

Greg Livin will be your audit engagement partner.

Other Services

We may prepare (or assist in preparing) Client financial statements in conformity with GAAP based on information provided by management, but the responsibility for the financial statements remains with management.

Management agrees to assume all management responsibilities for these services; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Illegal Aliens

We certify that Wipfli LLP shall comply with the provisions of C.R.S. 8-17.5-101, et seq.

- A. *Employment or Contracting with Illegal Aliens.* We certify that Wipfli LLP does not knowingly employ or contract with an illegal alien to perform work under this engagement letter or will enter into a contract with a subcontractor that fails to certify to Wipfli LLP that such subcontractor does not knowingly employ or contract with an illegal alien to perform work under this engagement letter.
- B. *Verification Regarding Illegal Aliens.* We certify that Wipfli LLP has verified the employment eligibility of all employees who are newly hired for employment, to perform the work under this engagement letter, through participation in either the Electronic Employment Verification Program, or Employment Verification Program which is established pursuant to Section 8-17.5-102 (5)(c), C.R.S., (collectively referred to as "Verification Programs").
- C. *Limitation Regarding Verification Programs.* We agree that Wipfli LLP will use the Verification Programs to undertake pre-employment screening of job applicants while performing professional services on behalf of the District.
- D. *Duty to Terminate Subcontractor:* If Wipfli LLP obtains actual knowledge that a subcontractor performing work pursuant to this engagement letter knowingly employs or contracts with an illegal alien, Wipfli LLP shall:
 - (i) notify the subcontractor and the District within three (3) days that Wipfli LLP has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

Roxborough Village Metropolitan District

Page 6

November 5, 2021

(ii) terminate the subcontract with the subcontractor if, within three (3) days of receiving notice required pursuant to C.R.S. 8-17.5-102(2)(b)(III)(A) that Wipfli LLP has actual knowledge that the subcontractor is employing or contracting with an illegal alien, the subcontractor does not stop employing or contracting with the illegal alien.

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

- E. *Duty to Comply with Investigation.* Wipfli LLP shall comply with any reasonable request of the Colorado Department of Labor and Employment made in the course of an investigation that the Colorado Department of Labor and Employment is undertaking pursuant to the authority established by C.R.S. 8-17.5-102(5).
- F. *Notification.* The District shall notify the office of the Colorado Secretary of State if Wipfli LLP violates a provision of C.R.S. 8-17.5-102(2), and the District terminates the engagement for such breach. The District will notify the Colorado Secretary of State if a court made such a determination.
- G. *Participation in Employment Verification Program.* Wipfli LLP shall notify the District of its participation in the Employment Verification Program and shall comply with the requirements of C.R.S § 8-17.5-102(5)(c).

Conclusion and Approval to Proceed

If the terms of this Engagement Letter are acceptable to you and the services outlined are in accordance with your requirements, please return a signed copy of this Letter to us.

We look forward to our continued association with you and management and appreciate the opportunity to serve you. Please do not hesitate to call us if you have any questions about the work we are to perform or any other aspect of the services we can provide.

Wipfli LLP
Wipfli LLP

ACCEPTED: **ROXBOROUGH VILLAGE METROPOLITAN DISTRICT**

By: _____

(Print Name and Title)

Date: _____

GHL/tp
Enc.

Cc: Calvin Brown, Board of Directors

Engagement Letter

Terms and Conditions – Attest Engagements

1. Entire Agreement

These Terms and Conditions, together with the engagement letter (“Engagement Letter”) to which these Terms and Conditions are attached, and the Engagement Letter’s other appendixes, if any, constitute the entire agreement between the parties on the subject matter thereof and supersede and merge all prior proposals (including prior proposals of Wipfli regarding the engagement), understandings, and agreements (oral or written) between the parties relating to the subject matter, including, without limitation, the terms of any request for proposal issued to Client or the standard printed terms on any purchase order issued by Client. No modification, amendment, supplement to, or waiver of these Terms and Conditions or Engagement Letter shall be binding upon the parties unless made in writing and duly signed by both parties. To the greatest extent reasonably possible, the provisions of the Engagement Letter, its Appendixes (including these Terms and Conditions), and any other exhibit, attachment, schedule, or other document referenced in or by the Engagement Letter shall be read together and harmonized to give effect to the parties’ intent. In the event of a direct conflict between the Terms and Conditions and the provisions of an Engagement Letter issued by Wipfli, the Engagement Letter will apply.

2. Commencement and Term

An Engagement Letter shall become effective when signed by duly authorized representatives of both parties and shall remain in full force and effect until the services to be delivered under the Engagement Letter are complete (as reasonably determined by Wipfli) unless earlier terminated by either party as provided in the Engagement Letter or these Terms and Conditions. Each person executing an Engagement Letter on behalf of a party represents and warrants to the other that he or she has all power and authority to bind the party on whose behalf he or she is executing same.

3. Fee Estimates and Change Orders

Wipfli’s Engagement Letter may set forth certain ranges for Wipfli’s fees charged on any project or work. Wipfli provides fee estimates as an accommodation to Client. Unless otherwise indicated in the Engagement Letter, fee estimates shall not be construed as or deemed to be a minimum or maximum fee quotation. Although Wipfli reasonably believes suggested fee ranges are accurate, Wipfli’s actual fees may vary from its fee estimates.

If, during the course of Wipfli’s engagement, Wipfli determines that more work will be required than initially estimated, Wipfli will discuss, as soon as possible, the reasons with Client. Work that falls outside the agreed-upon scope of Wipfli’s engagement shall be covered by a Change Order. Service completion times are estimated and subject to change. Where applicable, all such estimates assume that Client’s hardware platform/computer system will, at the commencement of the services, be fully operable as intended and designed, functioning as necessary and available to Wipfli without material restriction for the duration of the services. Such estimates also include necessary and reasonable cooperation from client personnel.

Unless otherwise agreed in the Engagement Letter, miscellaneous expenses incurred by Wipfli in the course of performing the services will be charged in addition to Wipfli’s professional fees. Miscellaneous expenses may include, but are not limited to: travel, lodging, transportation, and meals for projects requiring travel; clerical processing; telecommunications charges; delivery expenses; and all sales, use, ad valorem, excise, or other taxes or other governmental charges.

4. Fees

Unless otherwise agreed, all invoices are due and payable within thirty (30) days of the invoice date. All business or commercial accounts will be charged interest at the lesser of one percent (1%) per month or the maximum rate permitted by law, except where prohibited by law, on Client’s balance due to Wipfli that is outstanding over thirty (30) days. At our discretion, work may be suspended if Client’s account becomes overdue and will not be resumed until Client’s account is paid in full. Client acknowledges and agrees that we are not required to continue work in the event of a failure to pay on a timely basis for services rendered as required. Client further acknowledges and agrees that in the event Wipfli stops work or withdraws from this engagement as a result of

Client’s failure to pay on a timely basis for services rendered as required by this Engagement Letter, Wipfli will not be liable to Client for any damages that occur as a result of our ceasing to render services.

In the event Client requests us to, or we are required to, respond to a subpoena, court order, government regulatory inquiries, or other legal process against Client or management for the production of documents and/or testimony relative to information Wipfli obtained and/or prepared during the course of this or any prior engagements, Client agrees to compensate us for all time we expend in connection with such response, at our regular rates, and to reimburse us for all related out-of-pocket costs that we incur.

5. Independent Contractor

The relationship between Wipfli and Client is solely and exclusively that of independently contracting parties.

6. Non-Exclusivity

No right of exclusivity is granted, guaranteed, or implied by Wipfli and Client entering into any Engagement Letter. Client acknowledges that Wipfli regularly performs the same or similar services as are being provided hereunder to third parties.

7. Privacy and Engagement Staffing

Wipfli expressly reserves the right to replace, in its sole discretion upon notice to Client, any of our professional project team members, as necessary, to provide quality and timely service to Client. From time to time, and depending upon circumstances, Wipfli may use third-party service providers, such as independent contractors, specialists, or vendors to assist us in providing professional services, including tax services. We may also use personnel from affiliates of Wipfli and other Wipfli-related entities (including our wholly-owned Indian subsidiary and contractors in the Philippines) or any of their respective affiliates. These entities and their personnel may be located within or outside the United States. In addition, Wipfli may utilize third-party service providers, including cloud-based service providers, who may collect, use, transfer, transmit, store, or otherwise process Client information in connection with the delivery of certain services. Wipfli is committed to maintaining the confidentiality and security of Client’s information, and accordingly, Wipfli maintains policies, procedures and safeguards to protect the confidentiality of Client information. In addition, our agreements with all service providers appropriately maintain and protect the confidentiality of Client information, provided we may use electronic media to transmit Client information and such use in itself will not constitute a breach of any confidentiality obligation. We remain responsible to Client for the supervision of all service providers, entities, and personnel who assist us in rendering professional services hereunder and for protecting the confidentiality of Client information. Client hereby consents and authorizes us to disclose Client information to the foregoing entities and parties for the purpose of providing professional services, including tax services, to Client.

Wipfli is committed to protecting personal information that can be linked to specific individuals, including health information (“Personal Data”) and will maintain such Personal Data in confidence in accordance with professional standards and governing laws. Client will not provide any Personal Data to Wipfli unless necessary to perform professional services described in the engagement letter. When providing any Personal Data to us, Client will comply with all applicable laws (both foreign and domestic) and will anonymize, mask, obfuscate, and/or de-identify, if reasonably possible, all Personal Data that is not necessary to perform the professional services described in the engagement letter. Any Personal Data provided to us by Client will be kept confidential and not disclosed to any third party not described above (parties providing us assistance in rendering professional services) unless expressly permitted by Client or required by law, regulation, legal process, or professional standards. Client is responsible for obtaining, pursuant to law or regulation, consents from parties that provided Client with their personal information, which will be obtained, used, and disclosed by Wipfli for its required purposes.

For additional information related to client personal information, please see Wipfli’s Privacy Statement located at www.wipfli.com/privacy-statement.

Engagement Letter

Terms and Conditions – Attest Engagements

8. Wipfli Owners

Some persons who own an interest in Wipfli may not be licensed as Certified Public Accountants and may provide services related to this engagement.

9. Intellectual Property Rights

Client acknowledges that Wipfli owns all intellectual property rights, title, and interest to all information provided or developed throughout the duration of this engagement. Any use of this material, other than for the stated purposes in this Engagement Letter, is not authorized. In addition, Client shall not alter or remove any of Wipfli's trademarks, copyright registration marks, patent, or other intellectual property notices applicable to any of Wipfli's goods, marketing material, or advertising media, and shall not in any way alter any of Wipfli's products. Client shall promptly notify Wipfli in writing of any infringement of Wipfli's intellectual property by third parties of which Client becomes aware. Neither party shall acquire any right, title, or interest in or to the other party's code, data, business processes, or other information to which such party may have access during the term of the engagement hereunder. All such code, data, business process and other information shall be solely and exclusively the property of the originating party.

10. Governing Law

All agreements between Wipfli and Client for any service shall be governed by and construed in accordance with the internal laws of the state in which the Wipfli office which issues the Engagement Letter related to the services is located.

11. Severability

In the event that any term or provision of the Engagement Letter or these Terms and Conditions shall be held to be invalid, void, or unenforceable, then the remainder shall not be affected and each remaining term or condition shall be valid and enforceable to the fullest extent permitted by law.

12. Record Retention

We will retain records related to this engagement pursuant to our record retention policy. At the end of the relevant time period, we will destroy our records related to this engagement. However, original records will be returned to Client upon the completion of the engagement. When records are returned, it is Client's responsibility to retain and protect the records for possible future use, including potential examination by governmental or regulatory agencies.

13. Termination

An Engagement Letter may be terminated as follows: (i) by either party immediately upon written notice to the other if either party hereto becomes the subject of voluntary or involuntary bankruptcy or other insolvency proceeding, (ii) by Wipfli or Client if either party defaults in the performance of any of its covenants and agreements set forth in an Engagement Letter (except when such default is due to a cause beyond the control of the party) and such default is not cured within thirty (30) days after notice from either party specifying the nature of such default, and (iii) by Wipfli or Client with or without cause upon providing thirty (30) days written notice. Termination of an Engagement Letter shall have no effect on either party's obligation to pay any amount due and owing with respect to such periods prior to the effective date of such termination.

Wipfli has the right to withdraw from this engagement, at our discretion, if Client does not provide us with the information we request in a timely manner, refuses to cooperate with our reasonable requests, or misrepresents any facts. Our withdrawal will release us from any obligation to complete the engagement and will constitute completion of our engagement. Client agrees to compensate us for our time and out-of-pocket expenses through the date of our withdrawal.

14. Assignment

The Engagement Letter to which these Terms and Conditions are attached shall be binding on the parties hereto and their respective successors and assigns. Neither party may assign this Engagement Letter without prior written consent of the other, except that Wipfli may assign its rights and obligations under this Engagement Letter without the approval of Client to an entity that acquires all or substantially all of the assets of Wipfli or to any subsidiary or affiliate or successor in a merger, acquisition, or change of control of Wipfli; provided that in no event shall such assignment relieve Wipfli of its obligations under this Engagement Letter.

RESOLUTION NO. 2021-11-__

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

2022 ANNUAL ADMINISTRATIVE MATTERS

The Board of Directors (the “Board”) of the Roxborough Village Metropolitan District (the “District”) has a duty to perform certain obligations on a recurring basis in order to assure the efficient operation of the District;

THEREFORE, BE IT RESOLVED by the Board as follows:

1. The Board directs the District Manager, to prepare an accurate map as specified by the Division of Local Government of the Department of Local Affairs (the “Division”) for filing with the Division, the Douglas County Assessor, and the Douglas County Clerk and Recorder on or before January 1, 2022, as required by Section 32-1-306, C.R.S.

2. The Board directs the District Manager to file a copy of the Notice required pursuant to Section 32-1-809(1), C.R.S. with the Board of County Commissioners, the County Assessor, the County Treasurer, and the County Clerk and Recorder of Douglas County, Colorado, and the Division as required by Section 32-1-104(2) no earlier than January 1, 2022 and no later than January 15, 2022.

3. The Board directs its accountant to submit a proposed 2023 budget and draft budget message to the Board on or before October 15, 2022. Upon receipt of the proposed budget:

- (a) District Manager shall cause to be published a notice containing the following information:
 - (i) the date, time and location of the hearing at which the adoption of the proposed budget will be considered by the Board;
 - (ii) the location at which the proposed budget will be available for inspection by the public; and
 - (iii) a statement that any interested elector of the District may file any objections to the proposed budget at any time prior to its final adoption by the Board.

(b) The Board directs the District Manager to prepare and, subject to review by District Legal Counsel, submit to the Board forms of resolutions adopting the budget and approving appropriations for the 2023 budget year.

(c) Upon the Board enacting a resolution adopting the budget, and approving appropriations for the 2023 budget year and certifying mill levies pursuant to Section 39-1-111, C.R.S. or Section 39-5-128, C.R.S., the District Manager shall file the certification of mill levies with the Douglas County Board of County Commissioners on or before December 15, 2022, and thereafter, file a certified copy of the adopted budget, and any

amendments thereto, including the budget message, with the Division, and comply with all other requirements of Section 29-1-113, C.R.S.

4. The Board directs the District Manager to prepare and, subject to review by District Legal Counsel, file with the Division a current list of all contracts in effect with other political subdivisions within 30 days after receiving a written request from the Division of Local Government, as required by Section 29-1-205, C.R.S.

5. The Board directs the District Manager to prepare and, subsequent to review by District Legal Counsel, file the annual public securities report for non-rated public securities issued by the District with the Department of Local Affairs no earlier than January 1, 2022, and no later than March 1, 2022, in accordance with Section 11-58-101 to 11-58-107, if required.

6. The Board directs, upon its selection of an auditor, that an audit of the 2021 financial statements be prepared and submitted to the Board before June 30, 2022; further, the Board directs the District Manager to file the audit with the State Auditor by July 31, 2022, as required by Section 29-1-603, C.R.S.

7. The Board directs the District Manager to oversee the preparation of a continuing annual disclosure report, if required, and subject to review by District Legal Counsel, to file the report not later than the date required by any applicable continuing disclosure agreement, in accordance with the Securities Exchange Commission Rule 15c2-12.

8. The Board designates CliftonLarsonAllen LLP as the official custodian of public records, as such term is used in Section 24-72-202, C.R.S.

9. The Board designates the Douglas County News Press as the newspaper of general circulation within the boundaries of the District and directs that all legal notices shall be published in accordance with Section 32-1-103(15), C.R.S., in the Douglas County News Press.

10. The Board determines that each Board member shall receive the maximum compensation permitted for services as Board members in accordance with 32-1-902(3)(a)(I) & (II), C.R.S.

11. The Board reaffirms the current resolution indemnifying Board members, and it shall continue in effect as written.

12. In accordance with 32-1-903 and 24-6-402(2)(c), C.R.S., and pursuant to changes effective August 2, 2019, the Board shall provide online notice of all meetings on their website located at: <https://roxboroughmetrodistrict.org/>.

13. The Board determines to hold regular meetings on the third Tuesday of each month at 6:00 p.m. The location of the meeting will be at either the Roxborough West Metro Fire Station 15, 6220 North Roxborough Park Road, Littleton, Colorado 80125 or the Roxborough Library, 8357 N. Rampart Range Road, #200, Littleton, Colorado 80125. As of the date of this Resolution, the Board has resolved to conduct certain meetings by ZOOM teleconference in lieu of physical meetings. The District Manager is directed to post Notice of ZOOM meetings in accordance with applicable law and any such virtual meetings shall be held at the regular meeting date and time in lieu of physical location. The Board directs

the District Manager to prepare notices for posting at the specified locations and at the Douglas County Clerk and Recorder’s office, and when the Board intends to make a final determination to issue or refund general obligation indebtedness, to consolidate the District with another special district, to dissolve the District, to file a plan for adjustment of debt under federal bankruptcy law, or to enter into a private contract with a director, or not to make a scheduled bond payment, to set forth such proposed action in such notices.

14. The Board directs District Legal Counsel to prepare and file with the Board of County Commissioners, if requested, the quinquennial finding of reasonable diligence, in accordance with Section 32-1-1101.5(1.5) & (2), C.R.S.

15. The Board directs the District Manager to prepare and file, if requested and if required by the Service Plan, the special district annual report, in accordance with Sections 32-1-207(3)(c), C.R.S.

16. The District is currently a member of the Special District Association (“SDA”) and insured under the Colorado Special Districts Property and Liability Pool. The Board directs payment of the annual SDA membership dues and insurance premiums in a timely manner. The Board and District Legal Counsel will biannually review all insurance policies and coverage in effect to determine if appropriate insurance coverage and surety bonds are maintained.

17. District Legal Counsel shall prepare and submit to the Colorado State Treasurer any report that is required pursuant to the Unclaimed Property Act, Section 38-13-101 et seq., C.R.S.

Adopted and approved this 16th day of November, 2021 by a vote of ___ for, ___ against, and ___ abstaining.

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

By: _____
Calvin Brown, President

ATTEST:

By: _____
Edward Wagner, Secretary

RESOLUTION NO. 2022-11-__
OF THE BOARD OF DIRECTORS OF
ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
DOUGLAS COUNTY, COLORADO

A RESOLUTION OF THE BOARD OF DIRECTORS OF ROXBOROUGH VILLAGE
METROPOLITAN DISTRICT, DOUGLAS COUNTY, COLORADO, APPROVING AN
AGREEMENT WITH CLIFTONLARSONALLEN, LLP FOR THE PROVISION OF
PROFESSIONAL MANAGEMENT SERVICES TO THE DISTRICT FOR THE YEAR
OF 2022

WHEREAS, the Board of Directors of Roxborough Village Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"), has made a determination that it would be beneficial to the District to enter into an agreement with the firm of CliftonLarsonAllen, LLP to provide management services to the District in the capacity of District Manager to the District, for the calendar year of 2022.

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

That the engagement letter from the firm of CliftonLarsonAllen, LLP, attached hereto as Exhibit A, is hereby approved, and the appropriate officers of the District are hereby authorized and directed to execute the same on behalf of the District.

APPROVED AND ADOPTED this 16th day of November, 2021, by a vote of ____ for and ____ against.

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

By: _____
Calvin Brown, President

ATTEST:

By: _____
Edward Wagner, Secretary

EXHIBIT A

2022 ENGAGEMENT LETTER FOR MANAGEMENT SERVICES FROM
CLIFTONLARSONALLEN, LLP

RESOLUTION NO. 2022-11-__
OF THE BOARD OF DIRECTORS OF
ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
DOUGLAS COUNTY, COLORADO

A RESOLUTION OF THE BOARD OF DIRECTORS OF ROXBOROUGH VILLAGE
METROPOLITAN DISTRICT, DOUGLAS COUNTY, COLORADO, APPROVING AN
AGREEMENT WITH CLIFTONLARSONALLEN, LLP FOR THE PROVISION OF
ACCOUNTING SERVICES TO THE DISTRICT FOR THE YEAR OF 2022

WHEREAS, the Board of Directors of Roxborough Village Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"), has made a determination that it would be beneficial to the District to enter into an agreement with the firm of CliftonLarsonAllen, LLP to provide accounting services to the District in the capacity of Accountants to the District, for the calendar year of 2022.

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

That the engagement letter from the firm of CliftonLarsonAllen, LLP, attached hereto as Exhibit A, is hereby approved, and the appropriate officers of the District are hereby authorized and directed to execute the same on behalf of the District.

APPROVED AND ADOPTED this 16th day of November, 2021, by a vote of ____ for and ____ against.

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

By: _____
Calvin Brown, President

ATTEST:

By: _____
Edward Wagner, Secretary



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

October 7, 2021

Board of Directors
ROXBOROUGH VILLAGE MD
8390 East Crescent Pkwy., Suite 300
Greenwood Village, CO 80111

Dear Board of Directors:

This master service agreement (“MSA”) documents the terms, objectives, and the nature and limitations of the services CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) will provide for ROXBOROUGH VILLAGE MD (“you,” “your,” or “the district”). The terms of this MSA will apply to the initial and each subsequent statement of work (“SOW”), unless the MSA is changed in a communication that you and CLA both sign or is terminated as permitted herein.

Scope of professional services

CLA will provide services as described in one or more SOW that will reference this MSA. The SOW will describe the scope of professional services; the nature, limitations, and responsibilities related to the specific services CLA will provide; and the fees for such services.

If modifications or changes are required during CLA’s performance of requested services, or if you request that we perform any additional services, we will provide you with a separate SOW for your signature. Such SOW will advise you of the additional fee and time required for such services to facilitate a clear understanding of the services.

Our services cannot be relied upon to disclose errors, fraud, or noncompliance with laws and regulations. Except as described in the scope of professional services section of this MSA or any applicable SOW, we have no responsibility to identify and communicate deficiencies in your internal control as part of any services.

Management responsibilities

Management and, when appropriate, the board of directors of the district acknowledge and understand that our role is to provide the services identified in an SOW and that management and the board of directors of the district have certain responsibilities that are fundamental to our undertaking to perform the identified services. The district may engage CLA to perform management functions to help the board of directors of the district to meet your responsibilities, but the board of directors of the district acknowledges its management responsibilities. References to management in this MSA and in an SOW are applicable to the board of directors of the district.

Responsibilities and limitations related to nonattest services

For all nonattest services we may provide to you, your management agrees to assume all management responsibilities; oversee the services; evaluate the adequacy and results of the services; ensure that your data and records are complete; and accept responsibility for the results of the services.

Fees and terms

See the applicable SOW for the fees for the services.

Work may be suspended if your account becomes 90 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagements will be deemed to have been completed even if we have not completed the services. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Payments may be made utilizing checks, Bill.com, your online banking platform, CLA's electronic payment platform, or any other client initiated payment method approved by CLA. CLA's electronic online bill pay platform claconnect.com/billpay accepts credit card and Automated Clearing House (ACH) payments. Instructions for making direct bank to bank wire transfers or ACH payments will be provided upon request.

Other fees

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

Finance charges and collection expenses

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

Mediation

Any disagreement, controversy, or claim ("Dispute") that may arise out of any aspect of our services or relationship with you shall be submitted to non-binding mediation by written notice ("Mediation Notice") to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator.

The mediation will be conducted as specified by the mediator and agreed upon by the parties (i.e., you and CLA). The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

Any Dispute will be governed by the laws of the state of Colorado, without giving effect to choice of law principles.

Limitation of remedies

These limitation of remedies provisions are not applicable for any audit, examination, or agreed-upon procedures services provided to you.

Our role is strictly limited to the services described in an SOW, and we offer no assurance as to the results or ultimate outcomes of any services or of any decisions that you may make based on our communications with you. You agree that it is appropriate to limit the liability of CLA, its partners, principals, directors, officers, employees, and agents (each a "CLA party") and that this limitation of remedies provision is governed by the laws of the state of Colorado, without giving effect to choice of law principles.

You further agree that you will not hold CLA or any other CLA party liable for any claim, cost, or damage, whether based on warranty, tort, contract, or other law, arising from or related to this MSA, the services provided under an SOW, the work product, or for any plans, actions, or results of an SOW, except to the extent authorized by this MSA. In no event shall any CLA party be liable to you for any indirect, special, incidental, consequential, punitive, or exemplary damages, or for loss of profits or loss of goodwill, costs, or attorney fees.

The exclusive remedy available to you shall be the right to pursue claims for actual damages that are directly caused by acts or omissions that are breaches by a CLA party of our duties owed under this MSA and the specific SOW thereunder, but any recovery on any such claims shall not exceed the fees actually paid by you to CLA pursuant to the SOW that gives rise to the claim.

Time limitation

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any dispute that may arise between you and any CLA party. The parties (you and CLA) agree that, notwithstanding any statute or law of limitations that might otherwise apply to a dispute, including one arising out of this MSA or the services performed under an SOW, for breach of contract or fiduciary duty, tort, fraud, misrepresentation or any other cause of action or remedy, any action or legal proceeding by you against any CLA party must be commenced as provided below, or you shall be forever barred from commencing a lawsuit or obtaining any legal or equitable relief or recovery. An action to recover on a dispute shall be commenced within the shorter of these periods ("Limitation Period"):

Consulting services

- For each service pursuant to an SOW, separately within twenty-four (24) months after the date we deliver the services or work product pursuant to the SOW on which the dispute is based, regardless of whether any CLA party provides other services for you under this MSA or other SOW.
- Within twenty-four (24) months from the date of our last billing for services performed pursuant to the SOW on which the dispute is based.
- Within twenty-four (24) months after the termination by either party of either this MSA or the district's ongoing relationship with CLA.

Tax services

- For tax return preparation, separately within thirty-six (36) months after the date when we deliver any final tax return(s) pursuant to the SOW on which the dispute is based, regardless of whether any CLA party provides other services for you under this MSA or other SOW relating to said return(s).

- For tax consulting engagements, separately within thirty-six (36) months from the date of our last billing for services pursuant to the SOW on which the dispute is based.
- For all tax return and tax consulting engagements, within twelve (12) months from the date when you terminate this MSA or the district's ongoing relationship with CLA.

Examination, compilation, and preparation services related to prospective financial information

- For examination, compilation, and preparation services related to prospective financial information (i.e., forecasts and projections), separately within twelve (12) months after the dates when we deliver the work product pursuant to the SOW on which the dispute is based, regardless of whether any CLA party provides other services for you relating to the work product.

Audit, review, examination, agreed-upon procedures, compilation, and preparation services other than those related to prospective financial information

- For audit, review, examination, agreed-upon procedures, compilation, and preparation services, separately within twenty-four (24) months after the dates when we deliver the work product pursuant to the SOW on which the dispute is based, regardless of whether any CLA party provides other services for you relating to the work product.

The applicable Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of the existence or possible existence of a dispute.

CLA shall be authorized to the following cash access services:

- Using any or a combination of the following methods and approval processes, we will pay your vendors and service providers based upon invoices that you have reviewed and approved:
 - Paper checks – we will prepare the checks for your approval and wet ink signature.
 - Payments using Bill.com – we will only release payments after you have electronically approved and authorized such payments.
 - ACH/Wire – we will use this method as needed/as requested, with your approval.

We understand that you will designate one or more members of the Board to approve disbursements using the above methods.

- If applicable, access the entity credit card for purposes of purchasing products and services on your behalf up to a certain limit that will be discussed with you and documented separately.
- Obtain administrator access to your bank accounts for purposes of performing the duties documented in our engagement letter identified above.
- Take deposits to the bank that include cash.
- If applicable, have access to cash-in-kind assets, such as coupons.
- If applicable, initiate direct deposits or sign checks as part of the payroll processing function.

Management responsibilities relevant to CLA's access to your cash

All members of your Board of Directors are responsible for the processes below; however, we understand that you will designate one or more board members to review and give approvals for disbursements. All approvals must be documented in writing, either electronically or manually, then formally ratified in board meetings and documented in the meeting minutes.

- Approve all invoices and check payments.
- Approve all new vendors and customers added to the accounting system.
- Approve non-recurring wires to external parties.
- Pre-approve for recurring wires, then Board will ratify approval.
- Approve all new employees and all employee status changes prior to those employees or changes being added to the payroll system.
- Approve all credit card statements prior to those expenses being processed in the accounting system and subsequently paid.
- Approve (or delegate to the CLA controller if applicable) all customer and vendor credit memos and accounts receivable amounts written off.
- Review and approve (or delegate to the CLA controller if applicable) all bank statements and affiliated monthly reconciliations.

Other provisions

Except as permitted by the "Consent" section of this agreement, CLA will not disclose any confidential, proprietary, or privileged information of the district or you to any person or party, unless the district or you authorizes us to do so, it is published or released by the district, it becomes publicly known or available other than through disclosure by us, or disclosure is required by law. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us.

Pursuant to authority given by law or regulation, we may be requested to make certain workpapers available to a regulator for its regulatory oversight purposes. We will notify you of any such request, if permitted by law. Access to the requested workpapers will be provided to the regulator under the supervision of CLA personnel and at a location designated by our firm. Furthermore, upon request, we may provide copies of selected workpapers to such regulator. The regulator may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

You acknowledge and agree that this agreement and the pricing structure and billing rates of CLA are sensitive information which you shall not furnish or otherwise disclose to any third party without the prior written consent of CLA or as required by law.

We will be responsible for our own property and casualty, general liability, and workers compensation insurance, taxes, professional training, and other personnel costs related to the operation of our business.

When performing the services identified in applicable SOWs, we will utilize the resources available at the district, when applicable, to the extent practical to continue development of your personnel. During a portion of our work, we may require the use of your computers. We will try to give you advance notice and coordinate our use so it does not interfere with your employees.

The relationship of CLA with the district shall be solely that of an independent contractor and nothing in this agreement shall be construed to create or imply any relationship of employment, agency, partnership, or any relationship other than an independent contractor.

If applicable, accounting standards and procedures will be suggested that are consistent with those normally utilized in a district of your size and nature. Internal controls may be recommended relating to the safeguarding of the district's assets. If fraud is initiated by your employees or other service providers, your insurance is responsible for covering any losses.

The district agrees that CLA will not be assuming any fiduciary responsibility on your behalf during the course of this agreement, except as may be assumed in a SOW.

CLA may, at times, utilize external web applications to receive and process information from our clients; however, it is not appropriate for you to upload protected health information using such applications. All protected health information contained in a document or file that you plan to transmit to us via a web application must be redacted by you to the maximum extent possible prior to uploading the document or file. In the event that you are unable to remove or obscure all protected health information, please contact us to discuss other potential options for transmitting the document or file.

Consent

Consent to use financial information

Annually, we assemble a variety of benchmarking analyses using data obtained through our client engagements. Some of this benchmarking information is published and released publicly. However, the information that we obtain is confidential, as required by the AICPA Code of Professional Conduct. Your acceptance of this MSA will serve as your consent to use of ROXBOROUGH VILLAGE MD information in these cost comparison, performance indicator, and/or benchmarking reports.

Subcontractors

CLA may, at times, use subcontractors to perform services under this agreement, and they may have access to your information and records. Any such subcontractors will be subject to the same restrictions on the use of such information and records as apply to CLA under this agreement.

Technology

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

Termination of MSA

Either party may terminate this MSA at any time by giving 30 days written notice to the other party. In that event, the provisions of this MSA shall continue to apply to all services rendered prior to termination.

Agreement

We appreciate the opportunity to be of service to you and believe this MSA accurately summarizes the significant terms of our relationship. This MSA, along with the applicable SOW(s), constitute the entire agreement regarding services to be performed and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA. If you have any questions, please let us know. If you agree with the terms of our relationship as described in this MSA, please sign, date, and return.

Sincerely,

CliftonLarsonAllen LLP



Gigi Pangindian, CPA

Principal

Gigi.Pangindian@CLAconnect.com

Response:

This agreement correctly sets forth the understanding of ROXBOROUGH VILLAGE MD.

APPROVED:

Signature

Title

Date



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

Special Districts Preparation SOW

This agreement constitutes a Statement of Work (“SOW”) to the Master Service Agreement (“MSA”) made by and between CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) and ROXBOROUGH VILLAGE MD (“you” and “your”) dated October 7, 2021. The purpose of this SOW is to outline certain services you wish us to perform in connection with that agreement.

Scope of professional services

Gigi Pangindian, CPA is responsible for the performance of the preparation engagement and other services identified in this agreement. She may be assisted by one or more of our authorized signers in the performance of the preparation engagement.

Ongoing normal accounting services:

- Outsourced accounting activities
 - For each fund of the district, CLA will generally prepare and maintain the following accounting records:
 - Cash receipts journal
 - Cash disbursements journal
 - General ledger
 - Accounts receivable journals and ledgers
 - Deposits with banks and financial institutions
 - Schedule of disbursements
 - Bank account reconciliations
 - Investment records
 - Detailed development fee records
 - Process accounts payable including the preparation and issuance of checks for approval by a designated individual
 - Prepare billings, record billings, enter cash receipts, and track revenues
 - Reconcile certain accounts regularly and prepare journal entries
 - Prepare depreciation schedules

- Prepare monthly/quarterly/as requested financial statements and supplementary information, but not perform a compilation with respect to those financial statements. Additional information is provided below.
- Prepare a schedule of cash position to manage the district’s cash deposits, funding for disbursements, and investment programs in accordance with policies established by the district’s board of directors.
- Prepare the annual budget and assist with the filing of the annual budget – additional information is provided below.
- Assist the district’s board of directors in monitoring actual expenditures against appropriation/budget.
- If an audit is required, prepare the year-end financial statements (additional information is provided below) and related audit schedules for use by the district’s auditors.
- If an audit is not required, prepare the Application for Exemption from Audit, perform a compilation engagement with respect to the Application for Exemption from Audit, and assist with the filing of the Application for Exemption from Audit – additional information is provided below.
- Monitor compliance with bond indentures and trust agreements, including preparation of continuing disclosure reports to the secondary market as required.
- Review claims for reimbursement from related parties prior to the board of directors’ review and approval.
- Read supporting documentation related to the district’s acquisition of infrastructure or other capital assets completed by related parties for overall reasonableness and completeness. Procedures in excess of providing overall reasonableness and completeness will be subject to a separate SOW. These procedures may not satisfy district policies, procedures, and agreements’ requirements. Note: our procedures should not be relied upon as the final authorization for this transaction.
- Attend board meetings as requested.
- Be available during the year to consult with you on any accounting matters related to the district.
- Review and approve monthly reconciliations and journal entries prepared by staff
- Reconcile complex accounts monthly and prepare journal entries
- Analyze financial statements and present to management and the board of directors.
- Develop and track key business metrics as requested and review periodically with the board of directors.
- Document accounting processes and procedures
- Continue process and procedure improvement implementation
- Report and manage cash flows
- Assist with bank communications.

- Perform other nonattest services.

Compilation services

If an audit is not required, we will complete the Application for Exemption from Audit in the form prescribed by the Colorado Office of the State Auditor and perform a compilation engagement with respect to the Application for Exemption from Audit.

Preparation services – financial statements

We will prepare the monthly/quarterly/as requested financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information if applicable of the district, which comprise the balance sheet – governmental funds and the related statement of revenues, expenditures, and changes in fund balance – general fund. The financial statements will not include the related notes to the financial statements; the government-wide financial statements; the statement of revenues, expenditures, and changes in fund balances – governmental funds; statement of cash flows for business type activities, if applicable; and required supplementary information.

Preparation services - annual

If an audit is required, we will prepare the year-end financial statements of the government wide governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information if applicable, and Management Discussion and Analysis, if applicable, which collectively comprise the basic financial statements of the district, and the related notes to the financial statements. The year-end financial statements, including the related notes to the financial statements, will be prepared for use by the district's auditors.

Preparation services – prospective financial information (i.e., unexpired budget information)

You have requested that we prepare the financial forecast, which comprises the forecasted financial statements identified below.

A financial forecast presents, to the best of management's knowledge and belief, the entity's expected financial position, results of operations, and cash flows for the forecast period. It is based on management's assumptions reflecting conditions it expects to exist and the course of action it expects to take during the forecast period.

The financial forecast will omit substantially all of the disclosures required by the guidelines for presentation of a financial forecast established by the American Institute of Certified Public Accountants (AICPA presentation guidelines) other than those related to the significant assumptions.

The supplementary information accompanying the financial forecast will be prepared and presented for purposes of additional analysis and is not a required part of the basic financial forecast.

References to financial statements in the remainder of this SOW are to be taken as a reference to also include the prospective financial information, where applicable.

Engagement objectives and our responsibilities

The objectives of our engagement are to:

- Prepare monthly/quarterly/as requested financial statements in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP), except for the departures from U.S. GAAP

identified above, based on information provided by you and information generated through our outsourced accounting services.

- b. As requested, apply accounting and financial reporting expertise to assist you in the presentation of your monthly/quarterly/as requested financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for them to be in accordance with U.S. GAAP, except for the departures from U.S. GAAP identified above.
- c. Prepare the annual budget in accordance with the requirements prescribed by Colorado Revised Statutes C.R.S. 29-1-105 based on information provided by you.
- d. Apply accounting and financial reporting expertise to assist you in the presentation of the annual budget without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the annual budget in order for the annual budget to be in accordance with requirements prescribed by Colorado Revised Statutes C.R.S. 29-1-105.
- e. If an audit is required, prepare the year-end financial statements in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP) based on information provided by you.
- f. If applicable, we will complete the Application for Exemption from Audit in the form prescribed by the Colorado Office of the State Auditor and perform a compilation engagement on the application.

We will conduct our preparation and compilation engagements in accordance with Statements on Standards for Accounting and Review Services (SSARs) promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants (AICPA) and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

Engagement procedures and limitations

We are not required to, and will not, verify the accuracy or completeness of the information provided to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion, a conclusion, nor provide any assurance on the financial statements, the annual budget, the Application for Exemption from Audit (if an audit is not required), the year-end financial statements (if an audit is required), and the supplementary information.

Our engagement cannot be relied upon to identify or disclose any misstatements in the monthly/quarterly/as requested financial statements, the annual budget, the Application for Exemption from Audit, and the year-end financial statements, including misstatements caused by fraud or error, or to identify or disclose any wrongdoing within the district or noncompliance with laws and regulations. We have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement. You agree that we shall not be responsible for any misstatements in the district's financial statements, the annual budget, the Application for Exemption from Audit, and the year-end financial statements that we may not identify as a result of misrepresentations made to us by you.

Our report

The compilation report on the Application for Exemption from Audit will state that management is responsible for the accompanying application included in the prescribed form, that we performed a compilation of the application, that we did not audit or review the application, and that, accordingly, we do not express an opinion

a conclusion, nor provide any form of assurance on it. The report will also state that the Application for Exemption from Audit is presented in accordance with the requirements of the Colorado Office of the State Auditor and is not intended to be a presentation in accordance with accounting principles generally accepted in the United States of America. The report will include a statement that the report is intended solely for the information and use of the Colorado Office of the State Auditor and is not intended to be and should not be used by anyone other than this specified party and may not be suitable for another purpose.

There may be circumstances in which the report may differ from its expected form and content. If, for any reason, we are unable to complete the compilation, the Application for Exemption from Audit (if an audit is not required), we will not issue reports on budget, the Application for Exemption from Audit as a result of this engagement.

No assurance statements

The monthly/quarterly/as requested financial statements prepared for the district will not be accompanied by a report. However, management agrees that each page of the financial statements will include a statement clearly indicating that no assurance is provided on them.

As part of our preparation of financial statements each page of the financial statements and supplementary information will include the following statement: "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 if applicable, For best business type activities the Statement of Cash Flows has been omitted".

If an audit is required, the year-end financial statements prepared for use by the district's auditors will not be accompanied by a report. However, management agrees that each page of the year-end financial statements will include a statement clearly indicating that no assurance is provided on them.

Management responsibilities

The financial statement engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare financial statements in accordance with U.S. GAAP and assist management in the presentation of the financial statements in accordance with U.S. GAAP, except for the departures from U.S. GAAP identified above.

The annual budget engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare the annual budget in accordance with the requirements prescribed by Colorado Revised Statutes C.R.S. 29.1.105 and assist management in the presentation of the annual budget in accordance with the requirements prescribed by Colorado Revised Statutes C.R.S. 29.1.105.

The Application for Exemption from Audit engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare the Application for Exemption from Audit in accordance with the requirements prescribed by the Colorado Office of the State Auditor and assist management in the presentation of the Application for Exemption from Audit in accordance with the requirements prescribed by the Colorado Office of the State Auditor.

We are required by professional standards to identify management's responsibilities in this agreement. Professional standards define management as the persons with executive responsibility for the conduct of the district's operations and may include some or all of those charged with governance. Those standards require that you acknowledge and understand that management has the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with SSARs:

- a. The selection of the financial reporting framework to be applied in the preparation of the financial statements, the annual budget, and the Application for Exemption from Audit.
- b. The preparation and fair preparation of the financial statements in accordance with U.S. GAAP, except as identified as above, the preparation and fair presentation of the annual budget in accordance with the requirements prescribed by Colorado Revised Statutes C.R.S. 29.1.105, and the preparation and fair presentation of the Application for Exemption from Audit (if applicable) in accordance with the requirements prescribed by the Colorado Office of the State Auditor.
- c. The presentation of the supplementary information.
- d. The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) that are free from material misstatement, whether due to fraud or error.
- e. The prevention and detection of fraud.
- f. To ensure that the entity complies with the laws and regulations applicable to its activities.
- g. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement to prepare financial statements.
- h. To provide us with the following:
 - i. Access to all information relevant to the preparation and fair presentation of the financial statements, and the annual budget, the Application for Exemption from Audit (if applicable) such as records, documentation, and other matters.
 - ii. Additional information that may be requested for the purpose of the engagement.
 - iii. Unrestricted access to persons within the entity with whom we determine it necessary to communicate.

We understand that you are engaging us to make recommendations and perform services to help you meet your responsibilities relevant to the preparation and fair presentation of the financial statements, the annual budget, and the Application for Exemption from Audit (if applicable).

For all accounting services we may provide to you, including the preparation of your financial statements, the annual budget, and the Application for Exemption from Audit (if applicable), management agrees to assume all management responsibilities; oversee the services by designating an individual (i.e., the Board Treasurer); evaluate the adequacy and results of the services; and accept responsibility for the results of the services.

Fees, time estimates, and terms

Our professional fees will be billed based on the time involved and the degree of responsibility and skills required. We will also bill for expenses (including internal and administrative charges) plus a technology and client support fee of five percent (5%) of all professional fees billed. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if

we have not issued our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

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

Principal	\$300 - \$425
Chief Financial Officer	\$200 - \$385
Controller	\$180 - \$250
Senior	\$140 - \$180
Staff	\$ 80 - \$150
Administrative support	\$ 80 - \$120

Out-of-pocket expenses such as out-of-town travel, meals, and lodging will be billed at cost and are not included in the fees quoted above. We will also add a technology and client support fee of five percent (5%) of all professional fees billed. The fee estimates are based on anticipated cooperation from your personnel and their assistance with preparing requested schedules. If the requested items are not available on the dates required or are not accurate, the estimated fees will likely be higher. If unexpected circumstances require significant additional time, we will advise you before undertaking work that would require a substantial increase in the fee estimates.

Use of financial statements, the annual budget, the Application for Exemption from Audit

The financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) are for management's use. If you intend to reproduce and publish the financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) and our report thereon, they must be reproduced in their entirety. Inclusion of the financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) in a document, such as an annual report or an offering document, should be done only with our prior approval of the document. You are responsible to provide us the opportunity to review such documents before issuance.

With regard to the electronic dissemination of financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) that have been subjected to a compilation engagement, including financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial statements should not be relied on or distributed.

Municipal advisors

For the avoidance of doubt, the district is not engaging CLA as a municipal advisor, and CLA is not a municipal advisor as defined in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or under Section 158 of the Securities Exchange Act of 1934 (the "Act"). CLA is not recommending an action to you, is not acting as an advisor to you, and does not owe a fiduciary duty to you pursuant to Section 158 of the Act with respect to the information and material contained in the deliverables issued under this engagement. You should discuss any information and material contained in the deliverables with any and all internal and external advisors that you deem appropriate before acting on this information or material.

Additional provisions required by CRS 8-17.5-102(2)(a)(I) and (II)

Unlawful employees, contractors, and subcontractors

We shall not knowingly employ or contract with a worker without authorization to perform work under this contract. We shall not knowingly contract with a subcontractor that (a) knowingly employs or contracts with a worker without authorization to perform work under this contract or (b) fails to certify to us that the subcontractor will not knowingly employ or contract with a worker without authorization to perform work under this contract. [CRS 8-17.5-102(2)(a)(I) and (II)]

Verification regarding workers without authorization

We have verified or attempted to verify through participation in the E-Verify Program or the Department Program [as defined in CRS 8-17.5-101(3.3) and (3.7) of the state of Colorado that we do not employ and contract workers without authorization.

Limitation regarding E-Verify Program and the Department Program

We shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while performing this contract. [CRS 8-17.5-102(2)(b)(II)]

Duty to terminate a subcontractor and exceptions

If we obtain actual knowledge that a subcontractor performing work under this contract knowingly employs or contracts with a worker without authorization, we shall, unless the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization.

- (1) Notify the subcontractor and the district within three days that we have actual knowledge that the subcontractor is employing or contracting with a worker without authorization; and
- (2) Terminate the subcontract with the subcontractor if, within three days of receiving notice that we have 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. [CRS 8-17.5-102(2)(b)(A) and (B)]

Duty to comply with state investigation

We shall comply with any reasonable request of the Colorado Department of Labor and Employment made in the course of an investigation pursuant to CRS 8-17.5-102(5). [CRS 8-17.5-102(2)(b)(IV)]

Agreement

We appreciate the opportunity to provide the services described in this SOW related to the MSA. All terms and provisions of the MSA shall apply to these services. If you agree with the terms of this SOW, please sign below and return a signed copy to us by email or U.S. mail to indicate your acknowledgment and understanding of, and agreement with, this SOW.

Sincerely,

CliftonLarsonAllen LLP

A handwritten signature in blue ink that reads "Gigi Pangindian". The signature is written in a cursive, professional style.

Gigi Pangindian, CPA

Principal

Gigi.Pangindian@CLAconnect.com

APPROVED:

Signature

Title

Date



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

Payroll Services SOW
ROXBOROUGH VILLAGE MD
Date: October 7, 2021

This agreement constitutes a Statement of Work (“SOW”) to the Master Service Agreement (“MSA”) made by and between CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) and ROXBOROUGH VILLAGE MD (“you” and “your”) dated October 7, 2021. The purpose of this SOW is to outline certain services you wish us to perform in connection with that agreement.

Scope of payroll preparation services

We will provide the following payroll preparation services from information you provide:

- For each pay period:
 - Perform payroll calculations
 - Prepare payroll checks or pay-stubs in the case of direct deposit of employee net pay
 - Initiate electronic transfer of funds for employee net pay and payroll tax deposit liabilities
 - Processing retirement plan contribution payments
 - Preparation of retirement plan and other census information
- Prepare the following government forms annually for each calendar year-end (may be filed electronically):
 - All copies of required forms W-2 and W-3
 - Form 940 – Employers Annual Federal Unemployment Tax Return, if applicable
 - Form 943 – Employers Annual Tax Return for Agricultural Employees
 - All necessary state forms, if applicable
- If applicable, prepare the following government reporting forms for each calendar quarter-end (may be filed electronically):
 - Form 941 – Employers Quarterly Tax Return
 - State Employers Quarterly Withholding Return
 - State Employers Quarterly Unemployment Tax Return (SUTA)
 - Initiate electronic funds transfer for quarterly Federal Unemployment Tax (FUTA) liability
- Cash access services related to payroll services

- Obtain one or more signature stamps bearing the name(s) and facsimile signature(s) of any of your officer(s) who are responsible for signing checks and bank drafts on your behalf.
- Obtain access to electronic signatures or signatures embedded into cloud-based software for the purpose of drafting payments on your behalf.
- Prepare checks to be drawn upon your bank account(s) and to use the above noted methods to thereby finally approve such checks for payment by the corresponding bank(s).
- Initiate the direct deposit of employee net pay from funds drawn upon your bank account(s).
- The following services would impair independence
 - Accept responsibility to authorize payment of client funds, electronically or otherwise, except as specifically provided for with respect to electronic payroll tax payments.
 - Accept responsibility to sign or cosign client checks, even if only in emergency situations.
 - Maintain a client’s bank account or otherwise have custody of a client’s funds or make credit for banking decisions for the client.

Our responsibility to you and limitations of the payroll services

We will prepare the entity’s federal and state (if applicable) payroll forms and tax returns in accordance with the applicable payroll tax laws. We will use our judgment in resolving questions where the law is unclear, and where there is reasonable authority, we will resolve questions in your favor whenever possible.

We will not audit or otherwise verify the accuracy or completeness of the information we receive from you for the preparation of the payroll and related returns, and our engagement cannot be relied upon to uncover errors or irregularities in the underlying information. However, we will inform the appropriate level of management of any material errors and of any evidence or information that comes to our attention during the performance of our payroll preparation services that fraud may have occurred. In addition, we will inform you of any evidence or information that comes to our attention during the performance of our payroll preparation services regarding illegal acts that may have occurred, unless they are clearly inconsequential. We have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement. You agree that we shall not be responsible for any misstatements in the entity’s payroll that we may not identify as a result of misrepresentations made to us by you.

Our payroll preparation services will include electronically transmitting information to taxing authorities and your financial institution to facilitate the electronic transfer of funds. Authorizations for us to provide these services will be made in separate communications.

Our payroll preparation services will include transmitting federal Form W-2, federal Form 1099, and payroll data forms to federal and state taxing authorities on your behalf. Authorizations for us to provide these services will be made in separate communications.

Your responsibilities

It is your responsibility to provide us with all of the information needed to prepare complete and accurate payrolls and returns. We will have no obligations with regard to a particular payroll or withholding taxes and filing returns in a particular state or local tax jurisdiction until you have provided such information to us. All necessary information should be provided to us within two days of the close of each payroll period or no later than two days

prior to your payroll check date. A list of information we will require and the dates required will be provided in a separate communication.

For all nonattest services we may provide to you, including these payroll services, management agrees to assume all management responsibilities; oversee the services; by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services performed; and accept responsibility for the results of the services.

Specifically, your responsibilities include:

- Accuracy of information used in the preparation of the payrolls.
- Careful review of paychecks or pay-stubs, and payroll journals for each periodic payroll.
- Accuracy of information used in the preparation and filing of all government forms.
- Review and pre-approval of each electronic funds transfer initiated on your behalf for employee net pay amounts, payroll tax and withholding liabilities, and related benefit amounts.

You are responsible to carefully review the paper returns that we prepare on your behalf before signing and submitting them to tax authorities. You are responsible to review the paper copies of payroll forms and tax returns that were filed electronically on your behalf. We will advise you with regard to tax positions taken in the preparation of the payroll forms and tax returns, but the responsibility for the payroll forms and tax returns remains with you.

You are also responsible for the payment of payroll tax and withholding liabilities. Therefore, the Internal Revenue Service recommends that you enroll in the U.S. Department of the Treasury Electronic Federal Tax Payment System (EFTPS) to monitor your account and ensure that timely tax payments are being made for you. You may enroll in the EFTPS online at www.eftps.gov, or call 800-555-4477 for an enrollment form. Individual states have similar programs that allow you to monitor your account. A list of links by state is provided online at <http://www.americanpayroll.org/weblink/statelocal-wider/>.

Your responsibilities relevant to CLA's access to your cash

Someone with management authority is responsible for the processes below. All approvals listed must be documented in writing, either electronically or manually:

- Approve all new employees and all employee status changes prior to those employees or changes being added to the payroll system.
- Approve all payroll runs prior to cash being committed.

Fees

Our professional fees will be billed based on the degree of responsibility and contribution of the professionals working on the engagement. We will also bill for expenses (including internal and administrative charges) plus a technology and client support fee of five percent (5%) of all professional fees billed. Other than annual adjustments reflecting inflation, our professional fees will not fluctuate unless there is a significant change in the number of employees, taxing jurisdictions, or in the services you wish for us to provide. If such changes should

occur, we will discuss any fee adjustments with you prior to making any changes to your billing. Lastly, any additional forms that you would like us to complete will be charged at an hourly fee.

We do not anticipate encountering the need to perform additional services beyond those described in this letter. Below are examples of services considered to be outside the scope of our engagement. We will bill you for additional services you would like us to provide at an hourly fee at periodic dates after the additional service has been performed.

- Reprocessing for corrected information provided to us subsequent to original payroll
- Preparation of non-standard reports
- Calculation of fringe benefit additions
- Processing retirement plan contribution payments
- Preparation of retirement plan and other census information
- Responding to workers compensation insurance audits
- Responding to employment verification requests
- Preparation of additional state tax registrations
- Preparation of amended payroll tax returns
- Responding to tax notices

Tax examinations

All government forms and returns are subject to potential examination by the IRS and state taxing authorities. In the event of an examination, we will be available, at your request, to assist or represent you. Services in connection with tax examinations are not included in our fee for preparation of your payroll returns. Our fee for such services will be billed to you separately, along with any direct costs.

Record retention

You are responsible for retaining all documents, records, payroll journals, canceled checks, receipts, or other evidence in support of information and amounts reported in your payroll records and on your quarterly and calendar year-end payroll forms and tax returns. These items may be necessary in the event the taxing authority examines or challenges your returns. These records should be kept for at least seven years. Your copy of the payroll forms and tax returns should be retained indefinitely.

In preparing the payrolls, payroll forms, and tax returns, we rely on your representation that you understand and have complied with these documentation requirements. You are responsible for the proper recording of transactions in the books of accounts, for the safeguarding of assets, and for the substantial accuracy of your financial records.

All of the records that you provide to us to prepare your payrolls and related forms and tax returns will be returned to you after our use. Our working papers, including any copies of your records that we chose to make, are our property and will be retained by us in accordance with our established records retention policy. This policy states, in general, that we will retain our working papers for a period of seven years. After this period expires, our working papers and files will be destroyed. Furthermore, physical deterioration or catastrophic events may shorten the

time our records are available. The working papers and files of our firm are not a substitute for the records of the entity.

Tax consulting services

This SOW also covers tax consulting services that may arise for which the entity seeks our consultation and advice, both written and oral, that are not the subject of a separate SOW. These additional services are not included in our fees for the preparation of the payroll and related federal and state forms and tax returns.

We will base our tax analysis and conclusions on the facts you provide to us, and will not independently verify those facts. We will review the applicable tax law, tax regulations, and other tax authorities, all of which are subject to change. At your request, we will provide a memorandum of our conclusions. Written advice provided by us is for the entity's information and use only and is not to be provided to any third party without our express written consent.

Unless we are separately engaged to do so, we will not continuously monitor and update our advice for subsequent changes or modifications to the tax law and regulations, or to the related judicial and administrative interpretations.

Communications and confidentiality

CLA will hold the information supplied by the entity to us in confidence and CLA will not disclose it to any other person or party, unless the entity authorizes us to do so, it is published or released by the entity, or it becomes publicly known or available other than through disclosure by us, or disclosure is required by law. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us.

The Internal Revenue Code contains a limited privilege for confidentiality of tax advice between you and our firm. In addition, the laws of some states likewise recognize a confidentiality privilege for some accountant-client communications. You understand that CLA makes no representation, warranty or promise, and offers no opinion with respect to the applicability of any confidentiality privilege to any information supplied or communications you have with us, and, to the extent that we follow instructions from you to withhold such information or communications in the face of a request from a third party (including a subpoena, summons or discovery demand in litigation), you agree to hold CLA harmless should the privilege be determined not to apply to particular information or communications.

Consent to send you publications and other materials

For your convenience, CLA produces a variety of publications, hard copy and electronic, to keep you informed about pertinent business and personal financial issues. This includes published articles, invitations to upcoming seminars, webinars and webcasts, newsletters, surveys, and press releases. To determine whether these materials may be of interest to you, CLA will need to use your tax return information. Such tax information includes the entity name and address as well as the business and financial information you provided to us.

By signing and dating this SOW, you authorize CLA to use the information that you provide to CLA during the preparation of your tax returns to determine whether to offer you relevant materials. Your consent is valid until further notice. If you do not wish to authorize such use, please strike out this paragraph prior to signing the SOW.

Legal compliance

The entity agrees to assume sole responsibility for full compliance with all applicable federal and state laws, rules or regulations, and reporting obligations that apply to the entity or the entity's business, including the accuracy and lawfulness of any reports the entity submits to any government regulator, authority, or agency. The entity also agrees to be solely responsible for providing legally sufficient substantiation, evidence, or support for any reports or information supplied by the entity to any governmental or regulatory body, or for any insurance reimbursement in the event that the entity is requested to do so by any lawful authority. CLA, its successors, affiliates, officers, and employees do not assume or undertake any duty to perform or to be responsible in any way for any such duties, requirements, or obligations.

Agreement

We appreciate the opportunity to provide the services described in this SOW related to the MSA. All terms and provisions of the MSA shall apply to these services. If you agree with the terms of this SOW, please sign below and return a signed copy to us by email or U.S. mail to indicate your acknowledgment and understanding of, and agreement with, this SOW.

Sincerely,

CliftonLarsonAllen LLP



Gigi Pangindian, CPA

Principal

Gigi.Pangindian@CLAconnect.com

Response:

This letter correctly sets forth the understanding of ROXBOROUGH VILLAGE MD.

APPROVED:

Signature

Title

Date



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

Special Districts Management Services SOW

This agreement constitutes a Statement of Work (“SOW”) to the Master Service Agreement (“MSA”) made by and between CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) and Roxborough Village Metro District (“you” and “your”) dated October 7, 2021. The purpose of this SOW is to outline certain services you wish us to perform in connection with that agreement.

Scope of professional services

Denise Denslow is responsible for the performance of the engagement and other services identified in this agreement. They may be assisted by one or more of our authorized signers in the performance of the engagement.

Scope of Management Services

CLA will perform the following services for the District:

District Board of Directors (“Board”) Meetings

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

Recordkeeping

- Maintain lists of persons and organizations for correspondence;
- Vendor listing as needed or requested by the Board;
- Repository of all District records and act as Custodian of records for purposes of CORA (as that term is defined in the District’s Resolution Designating an Official Custodian for Purposes of the Colorado Open Records Act, Sections 24-72-201 *et seq.*, C.R.S.).

Communications

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

Contract Administration

- Insurance administration, including risk evaluation, comparison of coverage, processing claims, completion of applications, monitoring expiration dates, processing routine written and telephone correspondence;
- Ensure all contractors and sub-contractors maintain the required insurance coverage for the District's benefit;
- Bidding, contract and construction administration and supervision of project processes assigned by the Board and project contractors;
- Confer with and coordinate legal, accounting, engineering, auditing and other professional services to the District by those professionals and consultants retained by the District as directed by the Board (CLA itself will not and cannot provide legal services);
- Represent the District with other entities and bodies as requested by the Board (but not as its representative for legal matters);
- Bid, contract, and supervise all District vendors

Document Administration

- Provide coordination and administration for the continuing revision of the District's Rules and Regulations;
- Provide framed aerial photographic mapping of the District, if requested;
- In conjunction with and at the direction of the District's legal counsel, coordinate all elections for the District in accordance with state law, including preparation of election materials, publications, legal notices, training session for election judges and general election assistance; CLA will not serve as the Designated Election Official ("DEO");
- Administer any legal documents, permits, or agreements that relate to or District facilities and any Rules and Regulations adopted by the Board.

Accounts Payable Services to be Provided:

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

In addition to these services, when, in the professional opinion of the District Manager, other services are necessary, the District Manager shall recommend the same to the Board or perform such services and report to the Board the nature of such services, the reason they were required, and the result achieved; provided however, with the exception of emergencies, that if such additional services are expected to cost more than \$2,000.00, the District Manager shall discuss such costs with the Board and receive prior authorization to perform such services.

Fees, time estimates, and terms

Our professional fees will be billed based on the time involved and the degree of responsibility and skills required. We will also bill for expenses (including internal and administrative charges) plus a technology and client support fee of five percent (5%) of all professional fees billed. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm

policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

CLA'S 2021 STANDARD HOURLY RATES FOR PUBLIC MANAGEMENT SERVICES:

- Principals \$190 - \$325
- Public managers \$190 - \$325
- Assistant public managers \$110 - \$150
- Public management analysts \$110 - \$150
- District administrators \$125 - \$145
- Records retention coordinators \$ 90 - \$115

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

Municipal advisors

For the avoidance of doubt, the district is not engaging CLA as a municipal advisor, and CLA is not a municipal advisor as defined in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or under Section 158 of the Securities Exchange Act of 1934 (the "Act"). CLA is not recommending an action to you, is not acting as an advisor to you, and does not owe a fiduciary duty to you pursuant to Section 158 of the Act with respect to the information and material contained in the deliverables issued under this engagement. You should discuss any information and material contained in the deliverables with any and all internal and external advisors that you deem appropriate before acting on this information or material.

Additional provisions required by CRS 8-17.5-102(2)(a)(I) and (II)

Unlawful employees, contractors, and subcontractors

We shall not knowingly employ or contract with a worker without authorization to perform work under this contact. We shall not knowingly contract with a subcontractor that (a) knowingly employs or contracts with a worker without authorization to perform work under this contract or (b) fails to certify to us that the subcontractor will not knowingly employ or contract with a worker without authorization to perform work under this contact. [CRS 8-17.5-102(2)(a)(I) and (II)]

Verification regarding workers without authorization

We have verified or attempted to verify through participation in the E-Verify Program or the Department Program [as defined in CRS 8-17.5-101(3.3) and (3.7) of the state of Colorado that we do not employ or contract workers without authorization.

Limitation regarding E-Verify Program and the Department Program

We shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while performing this contract. [CRS 8-17.5-102(2)(b)(II)]

Duty to terminate a subcontractor and exceptions

If we obtain actual knowledge that a subcontractor performing work under this contract knowingly employs or contracts with an illegal alien, we shall, unless the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization.

- (1) Notify the subcontractor and the district within three days that we have actual knowledge that the subcontractor is employing or contracting with a worker without authorization; and
- (2) Terminate the subcontract with the subcontractor if, within three days of receiving notice that we have 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. [CRS 8-17.5-102(2)(b)(A) and (B)]

Duty to comply with state investigation

We shall comply with any reasonable request of the Colorado Department of Labor and Employment made in the course of an investigation pursuant to CRS 8-17.5-102(5). [CRS 8-17.5-102(2)(b)(IV)]

Agreement

We appreciate the opportunity to provide the services described in this SOW related to the MSA. All terms and provisions of the MSA shall apply to these services. If you agree with the terms of this SOW, please sign below and return a signed copy to us by email or U.S. mail to indicate your acknowledgment and understanding of, and agreement with, this SOW.

Sincerely,

CliftonLarsonAllen LLP



Denise Denslow
Principal

Denise.Denslow@CLAconnect.com

APPROVED:

Signature

Title

Date

RESOLUTION NO. 2021-11-__
OF THE BOARD OF DIRECTORS OF
ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
DOUGLAS COUNTY, COLORADO

A RESOLUTION OF THE BOARD OF DIRECTORS OF ROXBOROUGH VILLAGE METROPOLITAN DISTRICT, DOUGLAS COUNTY, COLORADO, APPROVING AN AGREEMENT WITH FOLKESTAD FAZEKAS BARRICK & PATOILE, P.C. FOR THE PROVISION OF LEGAL SERVICES TO THE DISTRICT FOR THE YEAR OF 2022

WHEREAS, the Board of Directors of Roxborough Village Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"), has made a determination that it would be beneficial to the District to enter into an agreement with the firm of Folkestad Fazekas Barrick & Patoile, P.C. to provide legal services to the District in the capacity of Legal Counsel to the District, for the calendar year of 2022.

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

That the engagement letter from the firm of Folkestad Fazekas Barrick & Patoile, P.C., attached hereto as Exhibit A, is hereby approved, and the appropriate officers of the District are hereby authorized and directed to execute the same on behalf of the District.

APPROVED AND ADOPTED this 16th day of November, 2021, by a vote of ____ for and ____ against.

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

By: _____
 Calvin Brown, President

ATTEST:

By: _____
 Edward Wagner, Secretary

EXHIBIT A

2022 ENGAGEMENT LETTER FOR LEGAL SERVICES FROM FOLKESTAD FAZEKAS
BARRICK & PATOILE, P.C.



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

November 16, 2021

Board of Directors
Roxborough Village Metropolitan District

RE: Roxborough Village Metropolitan District – 2022 Legal Services

Dear Board Members,

FOLKESTAD FAZEKAS BARRICK & PATOILE, P.C. (“Folkestad Fazekas”) is pleased to serve the Board of Directors (the “Board”) of Roxborough Village Metropolitan District (the “District”) as the District’s general legal counsel. The purpose of this engagement letter is to clarify and confirm the terms and conditions under which our firm will provide legal services to the District for the calendar year ending December 31, 2022.

1. *Scope of Services.* At the request of the Board, we will provide legal services as the District’s general counsel. Our services include:

- Attending Board meetings and reporting to the Board regarding progress and developments of matters for which our firm is engaged;
- Meetings with the District Manager and the District’s consultants, and others;
- Conferences or telephone conferences with the Board of Directors, the District Manager, the District’s consultants or others;
- Preparation of data, research (including computer research);
- Preparation of agreements and other documents on behalf of the District;
- Review of and legal analysis of agreements and other documents not prepared by our firm; and
- Provide legal advice and counsel to or for the benefit of the Board and the District.

office. 303.688.3045 • fax. 303.688.3189

18 South Wilcox Street, Suite 200

Castle Rock, Colorado 80104-1909

ffcolorado.com

2. *Staffing.* I will be the attorney responsible for supervising the legal services provided by Folkestad Fazekas on behalf of the District. I will be assisted by other attorneys, paralegals and legal assistants in the firm as appropriate.

3. *Responsibilities.* In reliance upon information and guidance from the Board, the District Manager and the District's consultants, Folkestad Fazekas will provide legal services, advice and counsel to the Board, the District Manager and the District's consultants in accordance with this engagement letter, keep the Board, the District Manager and the District's consultants reasonably informed of progress and developments of matters for which our firm is engaged, and respond to the Board's, the District Manager's and/or the District's consultants' inquiries.

To enable our firm to effectively render the services, we request that the Board and the District Manager fully and accurately disclose to our firm all facts that may be relevant to these legal matters, keep our firm apprised of new developments relating to such matters, and assist and cooperate with our firm as appropriate in dealing with these matters.

4. *Fees, Disbursements, and Other Charges.* Our fees are based on various factors, including the amount of time spent by attorneys, paralegals and legal assistants on District matters. Each lawyer, paralegal and legal assistant has an hourly billing rate based generally on his or her experience and expertise.

A. *District Billing Rate.* For services performed during 2022, our District Billing Rates will be:

<i>Attorneys</i>	<i>\$290.00</i>
<i>Paralegals/Legal Assistants</i>	<i>\$150.00</i>

In addition to fees for legal services, we may invoice the District for all out-of-pocket expenses, mileage, filing fees, service of process and recording fees, computer research costs, etc.

Various factors are considered in determining our fees, including the novelty and difficulty of the questions involved; the skill requisite to properly perform the services; the experience, reputation and ability of the professional staff providing the services; the time limitations imposed by circumstances; and applicable rules of professional conduct.

B. *Other Billing Rates.* Any legal fees that are being reimbursed to the District by a non-governmental third party will be invoiced to the District at our standard billing rates for non-governmental entities as they may be adjusted from time to time.

5. *Statements.* Each month we will provide the District with a statement describing our services, separately showing disbursements and other charges. There often is an unavoidable delay in reporting disbursements and other charges, and therefore not all disbursements and charges may be invoiced on the same statement as the related legal services. A finance charge of 1-1/2% per month, or 18 percent a year, may be assessed for accounts not paid by the last day of

the month following the month in which the statement is received by the District.

6. *Internal Conferences.* From time to time, internal conferences take place among our personnel, and two or more members of our professional staff may attend meetings or proceedings on the District's behalf. Although this approach might seem to result in duplication of effort, it is our experience that this practice facilitates communication, improves the quality of our work, and ultimately is more cost effective for the District.

7. *Opinions and Beliefs.* During the course of our representation, we may express our opinions or beliefs concerning various matters, or different courses of action and the respective results that might be anticipated. Any such statement is intended to be an expression of opinion only, based on information available at the time, and must not be construed as a promise or guarantee of a particular result.

8. *Illegal Aliens.* We certify that our firm shall comply with the provisions of C.R.S. § 8-17.5-101, et seq.

A. *Employment or Contracting with Illegal Aliens.* We certify that we will not knowingly employ or contract with an illegal alien to provide the services described in this engagement letter, or enter into a contract with a subcontractor that fails to certify to our firm that such subcontractor will not knowingly employ or contract with an illegal alien to provide services under this engagement letter.

B. *Verification Regarding Illegal Aliens.* We certify that our firm has verified the employment eligibility of all employees who are newly hired for employment to provide the services described in this engagement letter, through participation in either the E-Verify Program, or Department Program which is established pursuant to C.R.S. § 8-17.5-102 (5)(c), (collectively referred to as "Verification Programs"). If our firm participates in the Department Program, we shall notify the District of our participation and shall comply with the requirements of C.R.S. § 8-17.5-102(5)(c)(II).

C. *Limitation Regarding Verification Programs.* Our firm will not use the Verification Programs to undertake pre-employment screening of job applicants while performing legal services on behalf of the District.

D. *Duty to Terminate Subcontractor:* If we obtain actual knowledge that a subcontractor performing work pursuant to this engagement letter knowingly employs or contracts with an illegal alien, we shall:

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

2. terminate the subcontract with the subcontractor if, within three (3) days of receiving notice required pursuant to C.R.S. § 8-17.5-102(2)(b)(III)(A) that we have actual knowledge that the subcontractor is employing or contracting with an illegal alien, the subcontractor does not stop employing or contracting with the illegal alien.

We will not terminate the contract with the subcontractor if during such three (3) day period the subcontractor provides information to establish that it has not knowingly employed or contracted with an illegal alien.

E. *Duty to Comply with Investigation.* We shall comply with any reasonable request of the Colorado Department of Labor and Employment made in the course of an investigation that the Colorado Department of Labor and Employment is undertaking pursuant to the authority established by C.R.S. § 8-17.5-102(5).

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

G. *Notification.* The District shall notify the office of the Colorado Secretary of State if we violate a provision of C.R.S. § 8-17.5-102(2), and the District terminates the engagement for such breach. The District will notify the Colorado Secretary of State if a court made such a determination.

9. *Communications.* We will endeavor to respond to all phone messages, e-mails, and facsimiles within twenty-four (24) hours of receipt. To ensure our timely receipt of any such messages, please always include Tina Vildibill on email communications or call her with phone messages, if she is not available, please contact Shauna Marcum, my other paralegal.

10. *Termination.* The District Board has the right to terminate its relationship with our firm at any time. We would appreciate the opportunity to discuss any problems before such a decision is made. All financial accounts must be settled before we will release files to the District.

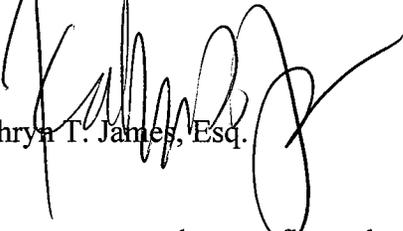
11. *Conflicting Provisions:* In case of any conflict between any prior agreement between the District and our firm and this engagement letter, the provisions of this engagement letter shall prevail.

If this engagement letter correctly reflects the Board's understanding of the terms and conditions under which our firm provides legal services to the District, please confirm our engagement by signing the enclosed copy of this letter in the space below and returning it to our firm.

We are pleased to have this opportunity to continue to serve the Board and the District.

Sincerely,

FOLKESTAD FAZEKAS BARRICK & PATOILE, P.C.



Kathryn T. James, Esq.

This engagement letter reflects the District Board's understanding of the terms and conditions of FOLKESTAD FAZEKAS BARRICK & PATOILE, P.C. engagement to provide legal services to the District.

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

By: _____
Calvin Brown, President

Date: _____

RESOLUTION NO. 2021-11-____
OF THE BOARD OF DIRECTORS OF
ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
DOUGLAS COUNTY, COLORADO

A RESOLUTION APPROVING RENEWAL OF FOOTHILLS’
INTERGOVERNMENTAL AGREEMENT FOR ROXBOROUGH VILLAGE
METROPOLITAN DISTRICT RESIDENT USE OF FOOTHILLS RECREATION
AMENITIES FOR 2022

The Roxborough Village Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), entered into an agreement effective April 1, 2016, with Foothills Park & Recreation District (“Foothills”), attached hereto as Schedule A, and amended by Resolution of the Board of Directors of the District on January 21, 2020, such Resolution is attached hereto as Schedule B, (the “Agreement”); and

Foothills will continue to provide such services in accordance with the terms of the Agreement; and

The Board of Directors of the District has determined that it is in the best interest of District residents to renew the Agreement and appropriate funds for reimbursement to Foothills, pursuant to Section 7 and Section 5 of the Agreement, respectively.

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

Section 1. The Agreement, in the form attached hereto as Schedule A, and Schedule B, is approved for renewal for calendar year of 2022. The officers of the District and the officers of the consultants to the District are authorized to take any actions that are necessary and appropriate with respect to the District’s performance of the terms of the Agreement.

APPROVED AND ADOPTED this 16th day of November, 2021, by a vote of ____ for and ____ against.

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

By: _____
Calvin Brown, President

ATTEST:

By: _____
Edward Wagner, Secretary

SCHEDULE A

**Intergovernmental Agreement For Roxborough Village Metropolitan District
Resident Use of Foothills' Recreation Amenities**

**INTERGOVERNMENTAL AGREEMENT
FOR ROXBOROUGH VILLAGE METROPOLITAN DISTRICT RESIDENT USE OF
THE
FOOTHILLS' RECREATION AMENITIES**

This Intergovernmental Agreement for Roxborough Village Metropolitan District Resident Use of the Foothills' Recreation Amenities ("**Agreement**") is entered into by and between Roxborough Village Metropolitan District ("**RVMD**") and Foothills Park & Recreation District ("**Foothills**"). RVMD and Foothills are referred to collectively as the "**Parties**" or individually as a "**Party**".

WHEREAS, each Party is a political subdivision of the State of Colorado, organized pursuant to the Special District Act, C.R.S. § 32-1-101, *et seq.*, to provide park and recreation services to residents within, and to individuals passing through their respective jurisdictions. The Parties are authorized pursuant to C.R.S. § 29-1-201, *et seq.* to cooperate and contract with one another to provide any lawfully authorized function, service, or facility; and

WHEREAS, in order to enhance each Party's provision of park and recreation services to its residents, and to promote mutually beneficial collaboration between the Parties, the Parties desire to cooperate with one another for the purpose of allowing RVMD residents to access Foothills' Recreation Amenities ("**Recreation Amenities**") on the terms and conditions provided herein.

NOW, THEREFORE, the Parties agree to allow RVMD residents to access the Recreation Amenities as follows:

1. **Use of Recreation Amenities.** Beginning on April 1st, 2016, Foothills will allow RVMD residents to access the Recreation Amenities and recreation programs at the admission rates that Foothills otherwise charges for Foothills residents. Such rates may be amended from time to time in Foothills' sole discretion ("**Resident Rates**"). Individuals living within the boundaries of RVMD may pay the

2. Recreation Amenities' daily general admission at the Residents Rate ("**Daily Admission**"), or may purchase a Recreation Amenities seasonal, three month or annual pass at the Resident Rate ("**Multi-Visit Admission**"), or may participate in recreation programs or classes by paying the Resident Rate.

a. Daily Admission access will include the Recreation Amenities drop-in amenities and activities that Foothills otherwise grants to Foothills' residents who pay the daily general admission rate ("**Included Amenities**"), Multi-Visit Admission access will include the Included Amenities, as well as such additional amenities and activities as Foothills may determine ("**Multi-Visit Amenities**").

b. RVMD resident admission at the Resident Rate is exclusive to the included Amenities and Multi-Visit Amenities, as applicable, at the Recreation Facilities.

3. **Photo I.D. Card.** In order to access the Recreation Amenities at the Resident Rate, RVMD residents must purchase a Foothills Photo I.D. Card on the same terms and conditions as Foothills otherwise provides for Foothills' residents. RVMD will provide Foothills with a list of addresses within the RVMD Metropolitan District and RVMD residents wishing to purchase a Foothills Photo I.D. Card must provide proof of residency, in a form acceptable to Foothills. Foothills will allow RVMD residents to begin purchasing Photo I.D. Cards beginning April 1, 2016.

4. **Reimbursement to Foothills.** For each RVMD resident who accesses the Recreation Amenities at the Resident Rate, or participate in a program or class at the Resident Rate, RVMD will reimburse Foothills for the difference between the Resident Rates and the admission rates that Foothills otherwise charges for all non-Foothills residents ("Non-Resident Rates"), as such rates may be amended from time to time in Foothills' sole discretion ("Rate Differences"). Foothills shall invoice RVMD monthly for the Rate Differences attributable to the actual number of RVMD residents who accessed the Recreation Amenities in the preceding month, along with an accounting of such charges, and RVMD shall remit payment to Foothills within 45 calendar days of receiving an invoice. Invoices for the Rate Differences will be mailed to RVMD accountant: CliftonLarsonAllen, Attn: Mathew Mendisco, 8390 E. Crescent Parkway, Suite 500, Greenwood Village, Colorado 80111.

5. **Cap on Reimbursement Expenditures.** Notwithstanding the foregoing Section 3, RVMD's reimbursements to Foothills shall not exceed the amount of \$15,000.00 without prior approval by RVMD in the manner specified herein. When 2/3 of the amount of the cap on reimbursements (\$15,000.00) is reached, and as reflected on the monthly invoices provided by Foothills to RVMD, RVMD will advise Foothills in writing within 45 calendar days of such invoice as to whether RVMD will increase the cap on reimbursements specified herein. Any such authorized increase by RVMD will be in increments of at least \$5,000.00. If RVMD does not authorize an increase in the cap on reimbursements, this Agreement shall terminate upon the amount of billed reimbursements reaching \$15,000.00. Any other termination hereunder shall be governed by Section 5.

6. **Effective Date.** This Agreement shall be effective as of the date the last Party signs this Agreement ("**Effective Date**").

7. **Term and Termination.** The initial term of this Agreement shall commence on the Effective Date and continue through December 31, 2016 ("**Initial Term**"). Thereafter, this Agreement shall automatically renew for successive one year periods ("**Renewal Term(s)**") on the same terms and conditions set forth herein. Notwithstanding the foregoing, this Agreement may be terminated by either Party at any time during the Initial or any Renewal Term upon 30 calendar days prior written notice to the other Party ("**Notice Period**"). Foothills' obligation to invoice RVMD, and RVMD's obligation to reimburse Foothills, for the Rate Differences attributable to the actual number of RVMD residents who access the Recreation Amenities during the Notice Period shall survive such termination and be subject to the terms of this Agreement.

8. **Governmental Immunity.** This Agreement is not intended, and shall not be construed, as a waiver of the limitations on damages or any of the privileges, immunities, or

defenses provided to, or enjoyed by, the Parties and their directors, officers, and employees, and volunteers under federal or state constitutional, statutory, or common law, including but not limited to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

9. **Notice.** Whenever under this Agreement one Party is required to give notice to the other Party, such notice shall be given by personal delivery or certified/registered mail, postage prepaid, and addressed as follows:

RVMD:

Roxborough Village Metropolitan District
Attn: Mathew Mendisco
8390 E. Crescent Parkway, Suite 500
Greenwood Village, Colorado 80111

Foothills:

Foothills Park & Recreation District
Attn: Executive Director
6612 S. Ward Street
Littleton, Colorado 80127

If notice is provided by certified/registered mail, it shall be deemed given 72 hours after the date and time it is placed in the mail.

10. **Non-Appropriation.** All direct and indirect financial obligations of a Party under this Agreement are subject to appropriation, budgeting, and availability of funds to discharge such obligations. If a Party's governing body fails to appropriate funds for that Party's obligations under this Agreement for a calendar year, this Agreement shall terminate immediately, and no Party shall have any further obligation under this Agreement. No provision of this Agreement shall be construed or interpreted (a) to directly or indirectly obligate a Party to make any payment in any fiscal year in excess of amounts appropriated for such fiscal year; (b) as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever of a Party within the meaning of Article XI, Section 6 or Article X, Section 20 of the Colorado Constitution or any other constitutional or statutory limitation or provision; or (c) as a delegation of governmental powers by a Party.

11. **No Third Party Beneficiaries.** This Agreement is not intended to, and shall not, confer rights on any person or entity not named as a party to this Agreement, expressly including enforcement of any of the terms and conditions of this Agreement; all rights of action relating to such enforcement shall be strictly reserved to the Parties.

12. **Relationship of the Parties.** By entering into this Agreement, the Parties are not creating, and shall not be construed as creating, a joint venture, partnership, authority, or any other type of relationship between the Parties, and each Party shall remain a separate and distinct entity for all purposes under this Agreement.

13. **Additional Terms.** Colorado law governs this Agreement. Exclusive jurisdiction and venue of any proceeding concerning this Agreement shall be in the Jefferson County District Court. This Agreement constitutes the entire agreement between the Parties, and all prior and contemporaneous conversations, negotiations, possible alleged agreements, representations, covenants, and warranties concerning the subject matter hereof are merged herein. Other than amendments to the Resident Rates and Non-Resident Rates as provided in Paragraphs 1 and 3 above, this Agreement may be amended only by a document signed by the Parties. Course of

performance, no matter how long, shall not effect an amendment to this Agreement. If any provision of this Agreement is held invalid or unenforceable, all other provisions shall continue in full force and effect. Waiver of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach of this Agreement. This Agreement is not assignable. In any dispute arising from or relating to this Agreement, the prevailing Party shall be awarded its reasonable attorneys' fees, costs, and expenses, including any attorneys' fees, costs, and expenses incurred in collecting upon any judgment, order, or award. This Agreement may be executed in several counterparts and by facsimile or electronically by PDF, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

Roxborough Village Metropolitan District

Mathew Mendisco
Mathew Mendisco, District Manager

Date: March 24, 2016

Foothills Park & Recreation District

Ronald Hopp
Ronald Hopp, Executive Director

Date: 3/31/16

EXHIBIT A**Foothills Park & Recreation District
Recreation Amenities****Included Amenities:**

Peak Community & Wellness Center
6612 S Ward Street, Littleton CO

Ridge Recreation Center
6613 S Ward Street, Littleton CO

Lilley Gulch Recreation Center
6147 S Holland Way, Littleton CO

Columbine West Pool
7046 S Webster Street, Littleton CO

Deer Creek Pool
8637 S Garrison Street, Littleton CO

Sixth Avenue West Pool
400 Holman Way, Littleton CO

Weaver Hollow Pool
12750 W Stanford Ave., Littleton CO

Foothills Golf Course
3901 S Carr Street, Denver CO

Meadows Golf Course
7007 Meadows Golf Club Drive, Littleton CO

Edge Ice Arena
6623 S. Ward Street, Littleton, CO

SCHEDULE B

Resolution Amending Renewal of Foothills' Intergovernmental Agreement

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

**A RESOLUTION AMENDING RENEWAL OF FOOTHILLS'
INTERGOVERNMENTAL AGREEMENT FOR ROXBOROUGH VILLAGE
METROPOLITAN DISTRICT RESIDENT USE OF FOOTHILLS RECREATION
AMENITIES FOR 2020**

The Roxborough Village Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"), entered into an agreement effective April 1, 2016, with Foothills Park & Recreation District ("Foothills"), attached hereto as Schedule A (the "Agreement"); and

Foothills will continue to provide such services in accordance with the terms of the Agreement; and

The Board of Directors of the District has determined that it is in the best interest of District residents to renew the Agreement with the following amendments.

Section 5. Cap on Reimbursement Expenditures. Notwithstanding the foregoing Section 3, RVMD's reimbursements to Foothills shall not exceed the amount of \$15,000.00 without prior approval by RMVD in the manner specified herein. When 2/3 of the amount of the cap on reimbursements (\$15,000.00) is reached, and as reflected on the monthly invoices provided by Foothills to RVMD, RVMD will advise Foothills in writing within 45 calendar days of such invoice as to whether RVMD will increase the cap on reimbursements specified herein. Any such authorized increase by RVMD will be in increments of at least \$5,000.00. If RVMD does not authorize an increase in the cap on reimbursements, this Agreement shall terminate upon the amount of billed reimbursements reaching \$15,000.00. Any other termination hereunder shall be governed by Section 5.

Section 5 above shall be amended to increase the reimbursement amount from \$15,000.00 to \$22,500.00 for 2020. Notice shall be given when 2/3 of the amount of the cap is reached.

The Board has determined that it is in the best interest of the customers of the District to amend the Agreement with Foothills to increase the reimbursement amount from \$15,000.00 to \$22,500.00 and to continue to give notice when 2/3 of the amount of the cap is reached.

THEREFORE, be it resolved by the Board of the District that:

Section 5 of the Agreement with Foothills shall be amended as follows:

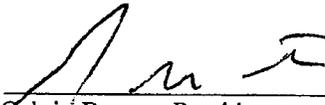
Section 5. Cap on Reimbursement Expenditures. Notwithstanding the foregoing Section 3, RVMD's reimbursements to Foothills shall not exceed the amount of **\$22,500.00** without prior approval by RMVD in the manner specified herein. When 2/3 of the amount of the cap on reimbursements (**\$17,500.00**) is reached, and as reflected on the monthly invoices provided by Foothills to RVMD, RVMD will advise Foothills in writing within 45 calendar days of such invoice as to whether RVMD will increase the cap on reimbursements specified herein. Any such authorized increase by RVMD will be in increments of at least \$5,000.00. If RVMD does not authorize an increase in the cap on reimbursements, this Agreement shall terminate upon the amount of billed reimbursements reaching **\$22,500.00**. Any other termination hereunder shall be governed by Section 5.

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

The Board further resolves that the amendment to the Agreement with Foothills shall be amended to increase the reimbursement amount from \$15,000.00 to \$22,500.00 and notice shall continue to be given when 2/3 of the amount of the cap is reached.

APPROVED AND ADOPTED this 21st day of January, 2020, by a vote of 5 for and 0 against.

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

By: 
Calvin Brown, President

ATTEST:

By: 
Ronald Bendall, Secretary



Bailey Tree LLC

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

PROPOSAL

Generated uniquely for

Please Email us to
accept and schedule
work

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

Roxborough Metropolitan District c/o Clifton Larson Allen

Wednesday, November 10, 2021

Estimator: **George Biedenstein**
3035878069

Roxborough Metropolitan District c/o Clifton Larson Allen
303-779-5710
8390 E Crescent Parkway Suite 300
Greenwood Village, CO 80111

Worksite: Roxborough Village

Address: 10127 Waterton Rd
Littleton, CO 80125

Contact:

Requested Services

Task #	Tree/Shrub(Location)	Service Description	Quantity	Cost
1	Tree(s)	Class 2 Deadwood Prune	10	\$15,800.00
Tree Service for Roxborough Metro District for 2022				
Prune trees in district as needed to take care of dead and broken branches, Sidewalk and Road clearance, and unsightly branches				
Remove all dead, dying, diseased, cracked, or broken branches 1 inch in diameter and over. . Allow for 13 feet 6 inches of clearance over roadways and 8 feet of clearance over sidewalks as per city code. Remove debris & clean up work areas. Remove any dead ornamental trees and stump grinding. This includes a two man crew with chip truck for ten days. Large tree removals will be an extra charge. This work will be performed between January and March 2021				
2	Tree(s)	Fertilizer Program	180	\$12,330.00
This Service includes a systemic treatment applied by soil injection twice a year. Our late spring/early summer application promotes healthy growth in leaves & woody tissue, while the late summer/early fall application promotes healthy root growth to help the trees store their food over the winter.				
<i>*We strongly recommend continuing service for 2 to 3 years to see the full benefit of this treatment.</i>				
<i>*Payment Due After First Application.</i>				



ISA Certified Arborists

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

We accept Cash, Check, or Credit Card

Click here to PAY!



Click here to
check us out!

Page 1 of 3



3	Ash	Emerald Ash Borer/Ash Bark Beetle Premier Tree Injection Treatment (Arbormectin)	178 111	\$21,360.00
---	-----	---	------------	-------------

I know you did not want Emerald Ash Borer treatment last year, and I don't expect you to approve it this year but I wanted to give it to you as an option. There is a lot of Ash Bark Beetle activity and the EAB treatment can control it.

Arbormectin is applied as a trunk injection at the base of the tree. This service treats a variety of tree pests including **Emerald Ash Borer, Lilac Ash Borer, and Ash Bark Beetle.**

Arbormectin is delivered into the tree's vascular tissue via direct injection to assure rapid distribution and consistent results. This treatment can also be used as a substitution for a foliar spray or ground injection where exposure to bees, fish or fowl is a concern. This service should be performed once every 2 years.

This is the most effective treatment available.

****Applied Once Every 2 Years.***

*We strongly recommend continuing service until Emerald Ash Borer is no longer deemed a threat.

*This Plant Health Care service is billed separately and at the time of application.

4	Cottonwood	Removal	1	\$900.00
---	------------	---------	---	----------

On Village Circle West By Roselyn

Cut the tree down to as low of a stump as is reasonable. Haul away all wood and debris. Clean up work areas.

5	Cottonwood	Stump Grinding	1	\$300.00
---	------------	----------------	---	----------

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.

****Bailey Tree will not be held responsible for damage done to any sprinkler or small electric lines within the vicinity of the stump.***

Requested Services Total:

\$50,690.00

Total For All Services: \$50,690.00



ISA Certified Arborists

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

We accept Cash, Check, or Credit Card

Click here to PAY!



*Click here to
check us out!*



TERMS & CONDITIONS:

112

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.



ISA Certified Arborists

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

We accept Cash, Check, or Credit Card

Click here to PAY!



Page 3 of 3

*Click here to
check us out!*





Extra Work Proposal

Proposal By: Tom Wees, Enhancement Manager	
Metco Account Manager	Bill Barr
Metco Landscape LLC	
Proposal Date	10/18/2021

Job Location	
Roxborough Metro District	

Submitted To:
Roxborough Metro District
Clifton Larson Allen
attn: Anna Jones

Accounting Information	
Job #	19-10-305
AR Cust	ROXBDIST

Extra work proposed as follows: Community Park

		Qty	Rate	Total
1	BOULDERS: (Southwest Corner of Parking Lot): (A) Install 1/2 ton grey granite boulders (12 each) in a linear row in the native grass area that borders the asphalt parking lot.	1		\$5,880.00
2	TRUCK TIRE RUT REPAIRS: (Southwest Corner Native Area): (A) Use track skid steer to accomplish grading work to contour existing deeply rutted top soil. (B) Add fill dirt to fill-in deeply rutted and tire tracked recessed areas as needed. (C) Add amended top soil as necessary that will provide appropriate base for over-seeding. (D) Over-seed areas by applying Native Seed Mix. (E) Install bio-degradable erosion control blankets to assist seed growth and development. (F) Water-in over-seed application at the conclusion of the install.	1		\$11,980
3	NATIVE CORNER: (Southwest Corner of Parking Lot): (A) Install landscape fabric and top dress area by installing 1.5" local river rock to fill-in bare corner area next to sidewalk. (B) Area will be graded and leveled prior installation of rock.	1		\$1,200.00
4	CONCRETE PATHWAY: (Southwest Native Area): Add up to and not to exceed 15 YARDS of top soil (Grade "A") in recessed areas alongside of existing concrete sidewalk located in the open space hillside. Note: The entire length of the sidewalk will not receive a complete top dressing of soil but rather only those areas where the sidewalk is above grade and top soils are recessed alongside the edges. If more soil is required there will be additional charges if requested by Communities HOA Board of Directors.	1		\$3,300.00

***This work does not include any modifications or repairs to the irrigation system. Any repairs will be billed at contractual T&M rates, or \$75.00/Hour plus materials.**

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

Client's Signature _____ Date _____ Total **TBD**

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

Extra Work Proposal**10/18/2021**Total: **TBD****CONDITIONS OF CONTRACT***THESE CONDITIONS ARE A PART OF YOUR CONTRACT.***CONTRACT SPECIFICATIONS & LIMITATIONS**

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

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

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

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

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

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

GUARANTEES

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

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

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

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

TERMS OF PAYMENT/SUSPENSION OF WORK

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

CANCELLATION

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

DISPUTES

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

PHOTOGRAPHY

Metco Landscape, Inc. may take photographs of the property for use in promotional advertising, training, and educational classes unless the Owner communicates in writing that this

SIGNAGE

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

UTILITIES/UNKNOWN OBSTRUCTIONS

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

It is the Owner's responsibility to conspicuously mark and advise Metco Landscape, Inc. of the location of any other underground utilities including: drainage pipes, plumbing, irrigation, propane lines, electric dog fence, cable TV, lighting, etc. Any delays in crew time and/or costs involved in repairing unmarked systems are the responsibility of the Owner. The cost of removing or circumventing concealed and/or undisclosed obstructions which prevent installation of the site improvements according to plan shall be charged as an extra to this contract. Examples of such obstructions include ledge rock, very large boulders, buried foundations, buried stumps, septic tanks, driveways/pavement, uncharted utilities, unsuitable soil, etc.

OWNER'S RESPONSIBILITIES

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

LICENSE AGREEMENT

(Rampart Range Road Transmission Main Replacement Project)

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (“Licensor”), for and in consideration of the sum of ten dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, hereby grants to ROXBOROUGH WATER AND SANITATION DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado, its agents, contractors, and assigns (“Licensee”), a non-exclusive license and right to enter upon and occupy the real property described in Exhibit A, attached hereto and incorporated herein by this reference (the “Property”), for the movement, storage, placement, and stockpiling of construction equipment, materials, components, soils, vehicles and personnel, and temporary fencing and for the assembly and staging of construction materials and components in connection with Licensee’s Rampart Range Road water transmission main replacement project (the “License”).

1. Term. The term of this License shall begin on the date of execution hereof and shall expire and be of no further force or effect upon completion of Licensee’s activities hereunder or December 31, 2022, whichever occurs first. Licensee additionally shall be permitted to access the Property to perform the restoration work required pursuant to Section 3 below.

2. Limitations. Licensee shall not make any physical alterations to the Property beyond those necessary to fulfill the purposes of this License. Licensee accepts the Property on the date hereof in its “as-is” condition with no representations or warranties from Licensor. Licensor will secure its materials and equipment, and keep such materials and equipment neat and orderly, as much as reasonably practicable during the Term. Licensor will perform the License work only between dawn and dusk.

3. Restoration. Upon completion of its activities, Licensee shall restore the Property to a condition substantially similar to the condition it was in prior to commencement of Licensee’s activities hereunder, at Licensee’s sole cost and expense. Said restoration shall be completed as soon as reasonably practicable after completion of Licensee’s activities hereunder and best efforts shall be made to do any such restoration within 30 days after completion of Licensee’s activities hereunder.

4. Costs; Compliance with Laws. Licensee shall be responsible for any claims for damages or otherwise arising from Licensee’s use of the Property in the exercise of the rights granted hereunder, except those arising from Licensor’s gross negligence or willful misconduct. Licensee shall comply with all applicable laws, rules, and regulations in conducting its activities hereunder, including obtaining any necessary permits. Licensee shall keep the Property free from any liens arising by, through, or under the Licensee.

5. Insurance. Licensee shall maintain, and shall cause its agents and contractors occupying the Property pursuant to this License to maintain, broad form coverage liability insurance from insurance companies licensed to do business in the State of Colorado covering the acts or omissions of such parties for claims of no less than \$1,000,000 per occurrence and \$2,000,000 aggregate. Upon written request of Licensor, Licensee will deliver or cause its agents

and contractors to deliver, a certificate of insurance to Licensor evidencing such insurance coverage.

6. Nonexclusive Rights. The rights and privileges granted in this License are subject to prior agreements, easements, licenses, and conveyances, recorded or unrecorded.

7. Inurement. This License shall be binding upon and inure to the benefit of Licensee and Licensor, and their respective agents, successors, and assigns.

8. Attorneys' Fees. In the event any party seeks to enforce its rights hereunder through litigation, arbitration or another legal proceeding, the court or panel shall award to the prevailing party in such litigation, arbitration or other legal proceeding, as part of its judgment or award, its reasonable attorneys' fees and costs.

9. Section Headings. The section headings contained herein are included for convenience and reference purposes only and are not intended to construe the provisions hereof.

10. Governing Law; Venue. The terms, covenants and provisions hereof shall be governed by and construed pursuant to the applicable laws of the State of Colorado. Venue for the resolution of any dispute arising hereunder shall be in the district court of Douglas County.

11. Governmental Immunity. Nothing in this Agreement shall be construed as a waiver in whole or in part of any of the rights, protections, privileges, limitations on damages, or governmental immunity provided to Licensor, Licensee, or their respective directors, officers, employees, servants, agents, or authorized volunteers, pursuant to the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, C.R.S., as the same currently exists or may hereafter be amended.

12. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

(Signature Page Follows)

IN WITNESS WHEREOF, Licensor and Licensee have executed this License as of the
_____ day of 11/10/2021, 2021.

LICENSOR:

**ROXBOROUGH VILLAGE
METROPOLITAN DISTRICT**

DocuSigned by:
Calvin Brown
581B98172FCC405...
By: Calvin Brown
Its: Board President

LICENSEE:

**ROXBOROUGH WATER AND
SANITATION DISTRICT**

Barbara J. Biggs
By: Barbara J. Biggs
Its: General Manager

(Signature Page to License Agreement)

EXHIBIT A

The Property

Being a part of State Parcel Number 2355-012-00-004 and comprising approximately 1.1 acres,
as more particularly depicted herein:

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

PUBLIC COMMENT AND MEETING CONDUCT
DRAFT POLICY NOTES

Public comment—general

- When agenda provides for it, to be held near beginning of meeting. Public comment may be routinely held at regular meetings of the Board and will be added to the agenda at the discretion of the Board at special meetings.
- Speakers can address the entire Board—personal Board member addressing to be done directly to a Board member outside of a meeting. Topic can be any matter that speaker wishes to address whether on the agenda or not on the agenda. If any agenda item is allocated specific comment such specific comments should be given at that agenda item time.
- Total time limit for individual comments will be 3 minutes per speaker, with a maximum total of 15 minutes for public comment, collectively unless otherwise extended by the Board (via Motion by a Director and majority Board approval).

Speakers taken in order of sign-in, as time allows. Priority will be given to District residents if any speakers are non-residents, unless non-residents are attending at the behest of the Board.

Public comment—specific

- If requested by the Board (via Motion by a Director and Board approval), any specific agenda item may have public comment added to that item.
- Comment limited to specific agenda item.
- Total time limit is 15 minutes or as specified by the Board via aforementioned Motion.
- Question and Answer session: If requested by the Board (via Motion by a Director and Board approval), any specific agenda item may include a Question and Answer session with members of the public which shall be more of an engaged discussion than Public comment as otherwise described herein. Such Q and A session will be limited to 15 minutes unless the Motion and approval otherwise specifies.

Manner of addressing Board

- Time limit 3 minutes per speaker. Speakers cannot cede time to others.
- All speakers must give their name and identify themselves as 1) a resident of the District and give address; 2) non-resident doing business within the District and give business name and address; or 3) non-resident and non-business speaker, and give address (?).
- Speakers who refuse to give name or address may not address the Board.
- As a general rule, Board members will not discuss or debate items during public comment with the speakers or one another, but will refer such items to staff for follow-up. Q and A sessions, if held, as a general rule will not include discussion or debate with

the public but will provide a more engaged form of information gathering for the Board members.

- If a Board member asks a clarifying question of a speaker, only the Board member and speaker are permitted to enter any discussion regarding same.
- All speakers must respect the public nature of the forum, and the limited purpose of the forum to conduct the business of the District by using language to convey a message that is free from profanity or expletives.
- No speaker may make threats of violence or harm, or convey threats of violence or harm.

Manner of conduct by attendees of meeting

- All attendees must sign in or will be asked to leave meeting.
- No speaking out of public comment period or unless directly addressed by the Board.
- No obscene, offensive, or profane language, gestures or written materials.
- No distracting gestures or written materials.
- No intoxicated or otherwise impaired attendees.
- All speech and conduct must be respectful to other attendees and to Board Members.
- For video meetings—
 - Turning on video camera is optional for any attendee.
 - All non-Board public member attendees must stay on Mute at all times unless they are called for public comment.
 - All non-Board consultant attendees must stay on Mute as much as possible when they are not being consulted by the Board.
 - Board members should stay on Mute during any period they do not wish to speak.
 - Speaking out of turn, obscene or profane language, gestures, or written materials, or distracting gestures or written materials or backgrounds are prohibited on video meetings as in person meetings.
 - Any chat function on the video meeting will be monitored by one designated consultant of the District and used for noting attendance, identifying information for attendees and speakers, and for collecting informal written comment, none of which will constitute an official Board record but will be used passing information along at the discretion of such consultant.
 - All attendees must sign in through the chat, or will be removed from the meeting.

Public comment—written in advance of meeting

- Public comment specific to an agenda item may be submitted in writing to the District Manager by 1:00 p.m. the day prior to a scheduled Board meeting, to be included in the meeting packet or post-packet items. [And for reading by the Manager during public comment period as time allows]. Written comments must be specifically identified as public comment in order to be included in meeting packet materials.
- As a general rule, Board members will not discuss or debate items submitted as written public comment during a meeting but will refer such items to staff for follow-up.

Violations of meeting conduct/manner

- Request by any Board member to cease the conduct—1 request.
- Request by any Board member to cease the conduct –2nd request.
- Request by any Board member to cease the conduct—3rd request will require attendee to leave the meeting.
- Any threat of violence or harm, whether verbally or through gesture or other mannerism, will result in immediate ejection from meeting and a police report will be filed.
- Any attendee with signs of intoxication or impairment may be immediately ejected from meeting.

draft

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT

ANNUAL BUDGET

FOR THE YEAR ENDING DECEMBER 31, 2022

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
SUMMARY
2022 BUDGET
WITH 2020 ACTUAL AND 2021 ESTIMATED
For the Years Ended and Ending December 31,**

11/13/2021

	ACTUAL 2020	BUDGET 2021	ACTUAL 6/30/2021	ESTIMATED 2021	BUDGET 2022
BEGINNING FUND BALANCES	\$ 4,608,301	\$ 2,979,241	\$ 3,382,732	\$ 3,382,732	\$ 1,797,263
REVENUES					
Property taxes	1,809,708	1,710,261	1,688,942	1,708,721	1,029,944
Specific ownership tax	156,306	136,821	84,470	167,911	82,396
Interest income	32,218	10,217	1,351	2,580	500
Lottery proceeds	37,049	36,000	23,126	44,000	44,000
Sports field fees	-	-	1,200	1,900	-
Other revenue	70,041	-	-	-	-
Miscellaneous income	1,348	5,000	585	600	2,000
Total revenues	<u>2,106,670</u>	<u>1,898,299</u>	<u>1,799,674</u>	<u>1,925,712</u>	<u>1,158,840</u>
TRANSFERS IN	<u>100,000</u>	<u>-</u>	<u>-</u>	<u>210,886</u>	<u>-</u>
Total funds available	<u>6,814,971</u>	<u>4,877,540</u>	<u>5,182,406</u>	<u>5,519,330</u>	<u>2,956,103</u>
EXPENDITURES					
General Fund	1,013,107	1,207,000	432,513	965,114	1,234,523
Debt Service Fund	1,976,824	1,975,067	49,773	1,975,067	-
Capital Projects Fund	342,308	1,165,300	282,793	571,000	493,000
Total expenditures	<u>3,332,239</u>	<u>4,347,367</u>	<u>765,079</u>	<u>3,511,181</u>	<u>1,727,523</u>
TRANSFERS OUT	<u>100,000</u>	<u>-</u>	<u>-</u>	<u>210,886</u>	<u>-</u>
Total expenditures and transfers out requiring appropriation	<u>3,432,239</u>	<u>4,347,367</u>	<u>765,079</u>	<u>3,722,067</u>	<u>1,727,523</u>
ENDING FUND BALANCES	<u>\$ 3,382,732</u>	<u>\$ 530,173</u>	<u>\$ 4,417,327</u>	<u>\$ 1,797,263</u>	<u>\$ 1,228,580</u>
EMERGENCY RESERVE	\$ 34,500	\$ 33,600	\$ 31,400	\$ 34,300	\$ 33,500
TOTAL RESERVE	<u>\$ 34,500</u>	<u>\$ 33,600</u>	<u>\$ 31,400</u>	<u>\$ 34,300</u>	<u>\$ 33,500</u>

No assurance provided. See summary of significant assumptions.

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
PROPERTY TAX SUMMARY INFORMATION
2022 BUDGET
WITH 2020 ACTUAL AND 2021 ESTIMATED
For the Years Ended and Ending December 31,**

11/13/2021

	ACTUAL 2020	BUDGET 2021	ACTUAL 6/30/2021	ESTIMATED 2021	BUDGET 2022
ASSESSED VALUATION - Douglas					
Residential	\$ 71,613,170	\$ 71,661,000	\$ 71,661,000	\$ 71,661,000	\$ 75,902,960
Commercial	6,248,890	6,198,380	6,198,380	6,198,380	6,555,700
State assessed	1,053,500	1,090,600	1,090,600	1,090,600	16,100
Vacant land	647,070	613,650	613,650	613,650	700,770
Personal property	631,970	779,360	779,360	779,360	1,908,640
Certified Assessed Value	<u>\$ 80,194,600</u>	<u>\$ 80,342,990</u>	<u>\$ 80,342,990</u>	<u>\$ 80,342,990</u>	<u>\$ 85,084,170</u>
MILL LEVY					
General	12.087	12.087	12.087	12.087	12.087
Debt Service	10.200	9.200	9.200	9.200	0.000
Refunds and abatements	0.309	0.000	0.000	0.000	0.018
Total mill levy	<u>22.596</u>	<u>21.287</u>	<u>21.287</u>	<u>21.287</u>	<u>12.105</u>
PROPERTY TAXES					
General	\$ 969,312	\$ 971,106	\$ 971,106	\$ 971,106	\$ 1,028,412
Debt Service	817,985	739,155	739,155	739,155	-
Refunds and abatements	24,780	-	-	(1,540)	1,532
Levied property taxes	1,812,077	1,710,261	1,710,261	1,708,721	1,029,944
Adjustments to actual/rounding	(2,369)		(21,319)	-	-
Budgeted property taxes	<u>\$ 1,809,708</u>	<u>\$ 1,710,261</u>	<u>\$ 1,688,942</u>	<u>\$ 1,708,721</u>	<u>\$ 1,029,944</u>
BUDGETED PROPERTY TAXES					
General	<u>\$ 981,466</u>	<u>\$ 971,106</u>	<u>\$ 959,001</u>	<u>\$ 970,231</u>	<u>\$ 1,029,944</u>
Debt Service	<u>828,242</u>	<u>739,155</u>	<u>729,941</u>	<u>738,490</u>	<u>-</u>
	<u>\$ 1,809,708</u>	<u>\$ 1,710,261</u>	<u>\$ 1,688,942</u>	<u>\$ 1,708,721</u>	<u>\$ 1,029,944</u>

No assurance provided. See summary of significant assumptions.

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
GENERAL FUND
2022 BUDGET
WITH 2020 ACTUAL AND 2021 ESTIMATED
For the Years Ended and Ending December 31,**

11/13/2021

	ACTUAL 2020	BUDGET 2021	ACTUAL 6/30/2021	ESTIMATED 2021	BUDGET 2022
BEGINNING FUND BALANCE	\$ 455,539	\$ 456,897	\$ 559,780	\$ 559,780	\$ 524,922
REVENUES					
106320 Property taxes	981,466	971,106	959,001	970,231	1,029,944
106340 Specific ownership tax	156,306	136,821	84,470	167,911	82,396
106360 Interest income	8,187	5,000	311	500	500
106500 Other revenue	70,041	-	-	-	-
106800 Sports field fees	-	-	1,200	1,900	-
106802 Miscellaneous income	1,348	5,000	585	600	2,000
Total revenues	<u>1,217,348</u>	<u>1,117,927</u>	<u>1,045,567</u>	<u>1,141,142</u>	<u>1,114,840</u>
Total funds available	<u>1,672,887</u>	<u>1,574,824</u>	<u>1,605,347</u>	<u>1,700,922</u>	<u>1,639,762</u>
EXPENDITURES					
General and administrative					
107000 Accounting	53,253	55,000	27,173	55,000	60,000
107020 Auditing	4,950	5,200	-	5,000	6,000
107200 County Treasurer's fee	14,732	14,567	14,390	14,553	15,449
107250 Directors' fees	7,600	8,000	4,700	9,200	8,000
107350 Dues and licenses	1,217	1,380	1,053	1,053	1,400
107360 Insurance and bonds	9,960	10,400	30,613	30,613	32,000
107440 District management	137,548	160,000	64,751	130,000	130,000
107460 Legal services	88,087	95,000	32,316	65,000	70,000
107480 Miscellaneous	3,562	4,000	578	1,500	1,500
107481 Newsletter and postage	5,427	10,000	1,728	3,500	4,000
107580 Payroll taxes	581	710	360	710	710
107581 Election expense	8,549	50,000	-	2,500	55,000
107584 Engineering	31,267	46,000	13,135	30,000	33,000
107800 Communications/website	10,802	15,000	347	1,800	2,000
107809 Community events	68	35,000	2,168	5,000	35,000
107600 Foothills park and recreation fees	7,899	15,000	9,280	15,000	17,500
Operations and maintenance					
107594 Algae control	-	5,000	-	-	5,000
107611 Annual trails maintenance	-	-	-	-	50,000
107801 Graffiti removal/ vandalism	3,030	5,000	1,500	3,000	3,500
107595 Landscape contract	165,564	169,700	85,265	169,700	186,700
107593 Landscape irrigation maintenance	54,630	45,100	14,660	45,100	49,500
107585 Landscape maintenance & repairs	95,943	26,000	5,482	11,000	15,000
107592 Landscape weed control	35,484	20,600	15,541	31,000	34,000
107589 Mosquito control	14,000	13,500	4,500	9,000	14,000
107702 Nonpotable water purchase usage	81,496	51,500	11,609	70,000	82,000
107620 Open space maintenance / fire mitigation	-	25,000	-	-	25,000
107599 Portable restrooms	3,966	4,000	2,953	6,985	7,000
107586 Playground repairs and maintenance	7,641	10,300	-	5,000	15,000
107582 General repairs and maintenance	38,589	36,600	1,701	3,500	10,000
107610 Seasonal lights	8,750	14,420	-	13,000	14,000
107802 Skate Park maintenance	625	5,000	-	5,000	5,000
107596 Snow removal	31,300	41,200	37,307	48,500	50,000
107597 Tree maintenance	72,640	102,600	44,325	85,000	93,500
107808 Tree spraying	-	40,000	-	-	40,000
107701 Utilities	13,947	15,500	5,078	14,000	15,000
107890 Contingency	-	50,723	-	74,900	48,764
Total expenditures	<u>1,013,107</u>	<u>1,207,000</u>	<u>432,513</u>	<u>965,114</u>	<u>1,234,523</u>
TRANSFERS OUT					
107900 Transfers to other funds	100,000	-	-	210,886	-
Total expenditures and transfers out requiring appropriation	<u>1,113,107</u>	<u>1,207,000</u>	<u>432,513</u>	<u>1,176,000</u>	<u>1,234,523</u>
ENDING FUND BALANCE	\$ 559,780	\$ 367,824	\$ 1,172,834	\$ 524,922	\$ 405,239
EMERGENCY RESERVE	\$ 34,500	\$ 33,600	\$ 31,400	\$ 34,300	\$ 33,500
TOTAL RESERVE	\$ 34,500	\$ 33,600	\$ 31,400	\$ 34,300	\$ 33,500

No assurance provided. See summary of significant assumptions.

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
DEBT SERVICE FUND
2022 BUDGET
WITH 2020 ACTUAL AND 2021 ESTIMATED
For the Years Ended and Ending December 31,**

11/13/2021

	ACTUAL 2020	BUDGET 2021	ACTUAL 6/30/2021	ESTIMATED 2021	BUDGET 2022
BEGINNING FUND BALANCE	\$ 2,354,162	\$ 1,230,695	\$ 1,229,611	\$ 1,229,611	\$ -
REVENUES					
Property taxes	828,242	739,155	729,941	738,490	-
Interest income	24,031	5,217	1,040	2,080	-
Total revenues	<u>852,273</u>	<u>744,372</u>	<u>730,981</u>	<u>740,570</u>	<u>-</u>
TRANSFERS IN					
Transfers from other funds	-	-	-	4,886	-
Total funds available	<u>3,206,435</u>	<u>1,975,067</u>	<u>1,960,592</u>	<u>1,975,067</u>	<u>-</u>
EXPENDITURES					
Bond interest - Series 1993	139,394	44,717	22,852	44,717	-
Bond interest - Series 2014	47,299	29,537	14,768	29,537	-
Bond principal - Series 1993	900,000	429,560	-	429,560	-
Bond principal - Series 2014	875,000	1,455,000	-	1,455,000	-
County Treasurer's fee	12,431	11,087	10,953	11,087	-
Contingency	-	2,466	-	2,466	-
Paying agent fees	2,700	2,700	1,200	2,700	-
Total expenditures	<u>1,976,824</u>	<u>1,975,067</u>	<u>49,773</u>	<u>1,975,067</u>	<u>-</u>
Total expenditures and transfers out requiring appropriation	<u>1,976,824</u>	<u>1,975,067</u>	<u>49,773</u>	<u>1,975,067</u>	<u>-</u>
ENDING FUND BALANCE	<u>\$ 1,229,611</u>	<u>\$ -</u>	<u>\$ 1,910,819</u>	<u>\$ -</u>	<u>\$ -</u>

No assurance provided. See summary of significant assumptions.

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
CAPITAL PROJECTS FUND
2022 BUDGET
WITH 2020 ACTUAL AND 2021 ESTIMATED
For the Years Ended and Ending December 31,**

11/13/2021

	ACTUAL 2020	BUDGET 2021	ACTUAL 6/30/2021	ESTIMATED 2021	BUDGET 2022
BEGINNING FUND BALANCE	\$ 1,798,600	\$ 1,291,649	\$ 1,593,341	\$ 1,593,341	\$ 1,272,341
REVENUES					
Lottery proceeds	37,049	36,000	23,126	44,000	44,000
Total revenues	<u>37,049</u>	<u>36,000</u>	<u>23,126</u>	<u>44,000</u>	<u>44,000</u>
TRANSFERS IN					
Transfers from other funds	<u>100,000</u>	<u>-</u>	<u>-</u>	<u>206,000</u>	<u>-</u>
Total funds available	<u>1,935,649</u>	<u>1,327,649</u>	<u>1,616,467</u>	<u>1,843,341</u>	<u>1,316,341</u>
EXPENDITURES					
General and Administrative					
Accounting	-	25,000	2,188	3,000	3,500
Contingency	-	30,000	-	31,250	55,700
District management	47,650	55,000	55,876	90,000	47,800
Engineering	19,288	40,300	3,060	8,000	-
Legal services	7,069	5,000	12,280	25,000	25,000
Capital Projects					
Recreation center					
Rec center conceptual design	-	55,000	-	-	-
Rec center sustainability consulting	-	25,000	-	-	-
Rec center GEO tech	-	15,000	-	-	-
Rec center initial design work	-	110,000	-	-	-
New playground	-	350,000	-	100,000	100,000
Monument sign	-	70,000	-	-	70,000
Plant nursery	-	30,000	-	18,000	18,000
Baseball field improvements	-	5,000	17,750	17,750	5,000
Irrigation upgrades/replacement	-	100,000	84,280	90,000	-
Trails/bike path	51,799	55,000	-	-	55,000
Spillway / embankment	14,062	75,000	13,961	30,000	30,000
Water rights enhancements	19,250	20,000	16,500	33,000	33,000
Master plan	183,190	100,000	76,898	125,000	50,000
Total expenditures	<u>342,308</u>	<u>1,165,300</u>	<u>282,793</u>	<u>571,000</u>	<u>493,000</u>
Total expenditures and transfers out requiring appropriation	<u>342,308</u>	<u>1,165,300</u>	<u>282,793</u>	<u>571,000</u>	<u>493,000</u>
ENDING FUND BALANCE	<u>\$ 1,593,341</u>	<u>\$ 162,349</u>	<u>\$ 1,333,674</u>	<u>\$ 1,272,341</u>	<u>\$ 823,341</u>

No assurance provided. See summary of significant assumptions.

**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.