

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
REGULAR BOARD MEETING AGENDA

Board of Directors:

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

Date: December 17, 2019 (Tuesday)

Time: 6:00 p.m.

**Place: West Metro Fire Station 15
6220 N. Roxborough Park Road
Littleton, CO 80125**

Call in Information: Dial 844-286-0635 Code 391046547

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

CONSENT AGENDA (5 MINUTES)

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

- A. Consider Approval of the minutes of the November 19, 2019 Regular Meeting (enclosed)
- B. Review and Accept the December 10, 2019 Cash Position and Property Tax Schedule (enclosed)

DISCUSSION AGENDA

5. ACTION ITEMS (10 MINUTES)

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

- (enclosed)
 - B. Discuss Request for Funding for Annual Easter Egg Hunt (enclosed)
- 6. MANAGER MATTERS (40 MINUTES)
 - A. Discuss Master Plan Next Steps (enclosed)
 - B. Discuss Newsletter Outline and Timing
 - C. Other
- 8. LANDSCAPE MAINTENANCE (10 MINUTES)
 - A. Metco Landscape Report – Bill Barr (enclosed)
 - B. Review and Consider Approval of Proposals
 - 1. Proposals for Tree Fertilizer, Maintenance and Installation of 10 Trees
\$56,840 (enclosed)
 - C. Other
- 9. DIRECTOR ITEMS (5 MINUTES)
 - A. Other
- 10. ENGINEERING MATTERS (10 MINUTES)
 - A. Discuss Enhancement, Spillway and Trail Design (enclosed)
 - B. Feasibility study discussion (enclosed)
 - C. Update on Water Quality Analysis
 - D. Update on Irrigation Analysis (enclosed)
 - E. Embankment Stabilization/wetlands planting
- 11. LEGAL MATTERS (10 MINUTES)
 - A. Discussion regarding Possible Fence Encroachment
 - B. Update Regarding Final Water Due Diligence Filing and Executive Session Pursuant to C.R.S. Section 24-6-402(4)(B) and for the Purposes of Receiving Legal Advice on Specific Legal Questions, if requested
 - C. Consider Approval of 2020 Livable Cities Services Agreement (to be distributed)
 - D. Consider Approval of Mulhern MRE Services Agreement; Approval of Resolution Approving Services Agreement with Mulhern, MRE, Inc. for 2020 (enclosed)
 - E. Discuss 7448 Pintail Drainage (enclosed)
 - F. Consider Approval of Resolution Regarding the May 5, 2020 Regular Special District Election (enclosed)
 - G. Other
- 12. OTHER BUSINESS (5 MINUTES)
 - A. Confirm Quorum for January 21, 2020 Regular Meeting
- 13. ADJOURNMENT

Roxborough Village Metropolitan District

Agenda – December 17, 2019

Page 3 of 3

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

JANUARY

S	M	T	W	T	F	S
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NOVEMBER

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DECEMBER

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RECORD OF PROCEEDINGS

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

HELD

Tuesday, November 19, 2019

A special meeting of the Board of Directors of the Roxborough Village Metropolitan District (referred to hereafter as the "Board") was convened on Tuesday, November 19, 2019 at 6:30 p.m., at West Metro Fire Station 15, 6220 N. Roxborough Park Road, Littleton, Colorado 80125. The meeting was open to the public.

ATTENDANCE

In Attendance were Directors:

Calvin Brown
Debra Prysby
Steve Sherman
Edward Wagner
Ron Bendall

Also in Attendance were:

Katie James, Esq.; Folkestad Fazekas Barrick & Patoile, P.C.
Scott Barnett; Mulhern MRE Inc.
Bill Barr; Metco Landscaping
George Bidenstein and Steve Bailey; Bailey Tree
Anna Jones, Janece Soendker, Patrick Shannon and Andrew Williams; CliftonLarsonAllen LLP
Bob Clinard; 7218 Red Mesa Court
Tara Ham; 7565 Brown Bear Way
Ephram Glass; 10196 Cavaletti Drive
Tim Moore; 8057 Eagleview Drive

CALL TO ORDER

The meeting was called to order at 6:31 p.m. by Director Brown.

DECLARATION OF QUORUM/DIRECTOR QUALIFICATIONS/ DISCLOSURE MATTERS

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

APPROVE AGENDA

Upon a motion duly made by Director Prysby, seconded by Director Sherman, and upon vote unanimously carried, the Board approved the agenda, as presented.

RECORD OF PROCEEDINGS

PUBLIC COMMENT and/or GUESTS

Mr. Clinard thanked Mr. Barr for repairing the damage in the back of his property.

CONSENT AGENDA

- A. Consider Approval of the November 4, 2019 Special Meeting Minutes
- B. Review and Accept the September 30, 2019 Financial Statements, November 13, 2019 Cash Position and Property Tax Schedule

Upon a motion duly made by Director Sherman, seconded by Director Wagner, and upon vote unanimously carried, the Board approved the Consent Agenda, with amendments made to the minutes.

DISCUSSION AGENDA

ACTION ITEMS

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

After review, upon a motion duly made by Director Prysby, seconded by Director Sherman, and upon vote unanimously carried, the Board approved the current claims the transfer of funds and ratified payment of Autopay claims and previous claims.

- B. Update on Bailey Tree Planting and 2020 Plans – George Biedenstein
 - 1. Proposal for 2020 Tree Maintenance - \$83,165

Mr. Biedenstein reviewed the 2020 tree maintenance proposal. Discussion ensued regarding the current contract versus previous years. The Board again asked to remove tree stump on Village Circle West.

Mr. Barr expressed concerns about the communication between Bailey Tree and the District. Bailey Tree agreed to improve communications and to use Ms. Jones as the contact person for the Board. Ms. James discussed the fact that trees were supposed to have been planted in 2018 but was never done. She also pointed out that the District was not charged. Mr. Barr would like the locations of new tree plantings to be relayed to the Board.

RECORD OF PROCEEDINGS

Bailey Tree reported that ten trees that are under warranty have died and will be replaced in the spring.

Ms. Jones would like Bailey Tree to develop a spreadsheet/mechanism to track the scope and trend of tree work to anticipate future cost trends and maintenance, and to improve communication and efficiency. Steven Bailey agreed that Bailey would undertake a tracking system and communicate with CLA directly regarding progress. Director Sherman agreed and mentioned that this spreadsheet would be beneficial during the master planning process.

- C. Conduct Public Hearing to Consider Adoption of 2020 Budget; Appropriate Sums of Money and Set Mill Levy; Consider Approval of Resolution No. 2019-11-01, Resolution to Adopt 2020 Budget; Resolution No. 2019-11-02, Resolution to Appropriate Sums of Money; and Resolution No. 2019-11-03, Resolution to Set Mill Levy

Upon a motion duly made by Director Brown, the Board opened the public hearing at 7:08 p.m.

There were no public present. Upon a motion duly made by Director Brown, members of the Board closed the public hearing at 7:09 p.m.

Ms. Soendker reviewed the 2020 budget with the Board, noting the debt service mill levy dropped from 34.000 mills to 10.200 mills, bringing the total mill levy for 2020 to 22.287 mills.

Ms. Jones discussed the capital projects budget for 2020. Director Sherman asked that the Master Plan line item be changed to “Master Plan Implementation”.

Following discussion, upon a motion duly made by Director Prysby, seconded by Director Sherman, and upon vote unanimously carried, the Board adopted the 2020 budget and approved Resolution No. 2019-11-01 Adopting the 2020 budget, Resolution No. 2019-11-02 Appropriating Sums of Money and Resolution No. 2019-11-03 Setting the Mill Levy subject to final assessed valuations.

- D. Review and Consider Approval of Resolution No. 2019-11-04, 2019 Audit Engagement Letter with Stratagem

RECORD OF PROCEEDINGS

After review and discussion, upon a motion duly made by Director Sherman, seconded by director Bendall, and upon vote unanimously carried, the Board approved Resolution No. 2019-11-04, 2019 Audit Engagement Letter with Stratagem.

E. Review 2020 Budget Process

1. December 15, 2019 – Mill Levy Certified

Ms. Jones reviewed the 2020 budget process with the Board.

F. Discuss Bill.com

Ms. Soendker reviewed the Bill.com process with the Board, noting concerns regarding emergency payment and approval process. After discussion, the Board deferred this matter.

MANAGER MATTERS

A. Discuss Master Plan Next Steps and Proposed December Meetings (enclosed)

Ms. Jones reported that Livable Cities Studios is submitting a plan timeline that she will distribute to the Board. Ms. Jones noted that she will ask for comments on outline within the week. The first draft of the plan will be distributed on December 17th, with comment due by January 6th. The final document will be produced in February.

Director Sherman noted that he has not posted the survey on Facebook, and asked the Board to review the survey, indicating he will post on social media soon.

B. Discuss Newsletter

Ms. Jones noted they can either continue producing the newsletter through Livable Cities Studio or it can be taken in house at CLA. She would like to advertise the mill levy drop and the Master Plan wrap up. Ms. Jones and Ms. James will draft content and send it to the Board for review. The draft will be to the Board by December 17th.

C. Discuss Holiday Lights Installation Proposal

Mr. Shannon reviewed the Metco lighting proposal with the Board. Mr. Barr noted that they will store and take down the lights within the proposed price. After discussion, upon a motion duly made by Director Wagner, seconded by Director Sherman,

RECORD OF PROCEEDINGS

and upon vote unanimously carried, the Board approved the proposal for the holiday installation of lights.

D. Update on Bathroom

Mr. Shannon provided an update to the Board. The Board requested that CLA obtain additional prices for the installation of steel toilets.

E. Discuss Holiday Party

The Board discussed conducting a shorter meeting and getting together afterward for a celebration.

A. Metco Landscape Report

Mr. Barr reviewed the October and November monthly Landscape Report with the Board.

B. Review and Consider Approval of Proposals:

1. Rampart Range Road and Village Circle West Branch Cutting \$1,850

Mr. Barr presented the proposal to the Board. Discussion ensued. After discussion, upon a motion duly made by Director Sherman, seconded by Director Bendall, and upon vote unanimously carried, the Board approved the proposal for replacement for the branch cutting in the amount of \$1,850 and requested a proposal for the installation of 10 trees in 2020.

C. Other

None.

LANDSCAPE MAINTENANCE

ENGINEERING MATTERS

A. Discuss Enhancement, Spillway and Trail Design

Discussion ensued. After discussion, the Board directed Mr. Barnett to work with Livable Cities Studios to move forward with the spillway design

Mr. Barnett presented quotes to the board to repair the railing across the creek for review.

RECORD OF PROCEEDINGS

B. Update on Water Quality Analysis

Mr. Barnett reported that he has been in communication with Aqua Sierra. They will be doing a sampling and providing options for 2020. Discussion ensued regarding installing an aerator in the triangle pond. Mr. Barnett will discuss this further with Aqua Sierra.

Mr. Barnett discussed the estimated cost to run power to pond aerators (\$20k). He noted that this might be a beneficial item if the District is looking to use the area for recreational purposes. The Board discussed the possibility of adding this as an item for the Master Plan.

C. Update on Irrigation Analysis

No update.

LEGAL MATTERS

D. Embankment Stabilization/Wetlands Planting

Mr. Barnett reported he is looking for new contractors.

A. Review and Consider Approval of Resolution No. 2019-11-01, 2019 Annual Administrative Matters Resolution

Ms. James reviewed the resolution with the Board. After review, upon a motion duly made by Director Prysby, seconded by Director Bendall, and upon vote unanimously carried, the Board approved Resolution No. 2019-11-01, 2019 Annual Administrative Matters Resolution.

B. Review and Consider Approval of Resolution No. 2019-11-05, Engagement Letter with Folkestad Fazekas Barrick & Patoile, P.C. for 2019 Legal Services

Ms. James reviewed with the Board, noting the rate increase of 6%. After review, upon a motion duly made by Director Sherman, seconded by Director Prysby, and upon vote unanimously carried, the Board approved Resolution No. 2019-11-05, Engagement Letter with Folkestad Fazekas Barrick & Patoile, P.C. for 2019 legal services.

C. Review and Consider Approval of Resolution No. 2019-11-06, Approving Renewal of Foothills Intergovernmental Agreement for Roxborough Village

RECORD OF PROCEEDINGS

Metropolitan District Resident Use of Foothills Recreation Amenities for 2020

Ms. James reviewed with the Board. After discussion upon a motion duly made by Director Prysby, seconded by Director Sherman, and upon vote unanimously carried, the Board approved Resolution No. 2019-11-06, approving of Foothills Intergovernmental Agreement for Roxborough Village Metropolitan District Resident Use of Foothills Recreation Amenities for 2020 and increasing the expenditures to \$20,000.

D. Review and Consider Approval of Resolution No. 2019-11-07 Approving Renewal of Management Services with CliftonLarsonAllen LLP

Ms. James reviewed with the Board. After review, upon a motion duly made by Director Prysby, seconded by Director Wagner, and upon vote unanimously carried, the Board approved Resolution No. 2019-11-07 Approving Renewal of Management Services with CliftonLarsonAllen LLP.

E. Review and Consider Approval of Resolution No. 2019-11-08 Approving Renewal of Accounting Services with CliftonLarsonAllen LLP

Ms. James reviewed with the Board. After review, upon a motion duly made by Director Prysby, seconded by Director Wagner, and upon vote unanimously carried, the Board approved Resolution No. 2019-11-08 Approving Renewal of Accounting Services with CliftonLarsonAllen LLP.

F. Review and Consider Resolution No. 2019-11-09 Approving the 2020 Landscape Maintenance Services Agreement with Metco Landscape, LLC

Ms. James reviewed with the Board. After review, upon a motion duly made by Director Prysby, seconded by Director Wagner, and upon vote unanimously carried, the Board approved Resolution No. 2019-11-09 Approving the 2019 Landscape Maintenance Services Agreement with Metco Landscape, LLC.

G. Review and Consider Resolution No. 2019-11-10 Approving the 2020 Snow Removal Services Agreement with Metco Landscape, LLC

RECORD OF PROCEEDINGS

Ms. James reviewed with the Board. After review and discussion, upon a motion duly made by Director Prysby, seconded by Director Wagner, and upon vote unanimously carried, the Board approved Resolution No. 2019-11-10 Approving the 2020 Snow Removal Services Agreement with Metco Landscape, LLC with the updates discussed.

H. Review and Consider Resolution No. 2019-11-11 Approving Service Agreement with Altitude Athletic Surfaces, LLC for Pickleball Line Installation

Ms. James reviewed with the Board. After review and discussion, upon a motion duly made by Director Prysby, seconded by Director Wagner, and upon vote unanimously carried, the Board approved Resolution No. 2019-11-11 Approving the Service Agreement with Altitude Athletic Surfaces, LLC for Pickleball Line Installation.

I. Discussion Regarding Possible Fence Encroachment

Ms. James reported that a letter was sent to the homeowner via Certified Mail. She has not yet received a response. Director Prysby noted that there is another encroachment in Chatfield Farms. Director Sherman noted that it was approved by the HOA. Ms. James will need to send a letter to the HOA.

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

There was no update needed.

K. Executive Session Pursuant to C.R.S. Section 24-6-401(4)(b) for Purposes of Receiving Legal Advice on a Special Legal Question

Director Brown opened the Executive Session at 9:11 p.m.
Director Prysby closed the Executive Session at 9:33 p.m.

No action was taken.

L. Other

There were no other legal matters.

RECORD OF PROCEEDINGS

OTHER BUSINESS

Confirm Quorum for December 17, 2019 Regular Meeting (if necessary)

A quorum was confirmed.

ADJOURNMENT

Upon a motion duly made by Director Brown, the Board adjourned the meeting at 9:35 p.m.

Respectfully submitted,

By: _____
Calvin Brown, President

Attest:

By: _____
Ronald Bendall, Secretary

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
ATTESTED STATEMENT OF ATTORNEY
REGARDING EXECUTIVE SESSION**

Pursuant to C.R.S. § 24-6-402(4)(b) and (e), the undersigned, attorney for the Roxborough Village Metropolitan District, hereby attests that in her opinion the Executive Session of the Board of Directors of the Roxborough Village Metropolitan District which was held on Tuesday, November 19, 2019, at a regular meeting of the Board which Executive Session began at approximately 9:11 P.M. and which ended at approximately 9:33 P.M., which was not recorded, constituted a privileged attorney-client communication. The purpose of the Executive Session was for the Board of Directors to discuss change of command and authority of Board to direct District actions, and for the Board to confer with its legal counsel for the purpose of receiving legal advice on specific legal questions related thereto.

FOLKESTAD FAZEKAS BARRICK & PATOILE, P.C.

By: _____

Kathryn T. James

Date: _____

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
Schedule of Cash Position
September 30, 2019
Updated as of December 10, 2019

	General Fund	Debt Service Fund	Capital Projects Fund	Total
<u>FirstBank - Checking Account</u>				
Balance as of 9/30/19	\$ 50,517.96	\$ -	\$ -	\$ 50,517.96
Subsequent activities:				
10/02/19 - Checks #1319	(351.00)	-	-	(351.00)
10/18/19 - Checks #1320	(648.88)	-	-	(648.88)
10/18/19 - Transfer from Colotrust	97,053.37	-	12,946.63	110,000.00
10/29/19 - Checks #1321-1336	(72,178.08)	-	(12,946.63)	(85,124.71)
Oct ACH - IREA payments	(1,801.25)	-	-	(1,801.25)
Oct ACH - Roxborough Water	(29,928.59)	-	-	(29,928.59)
Oct ACH - Xcel	(37.73)	-	-	(37.73)
October ADP payroll/taxes	(538.25)	-	-	(538.25)
11/15/19 - Transfer from Colotrust	57,111.54	300.00	14,588.46	72,000.00
11/19/19 - Checks 1337-1349	(53,201.31)	(300.00)	(14,588.46)	(68,089.77)
November ADP payroll/taxes	(538.25)	-	-	(538.25)
Nov ACH - IREA payments	(1,728.19)	-	-	(1,728.19)
Nov ACH - Roxborough Water	(2,269.27)	-	-	(2,269.27)
Nov ACH - Xcel	(18.90)	-	-	(18.90)
Anticipated payables - Dec	(31,609.99)	-	(9,151.68)	(40,761.67)
Anticipated ADP payroll/taxes - Dec	(538.25)	-	-	(538.25)
Anticipated ACH utility payments - Dec	(2,951.53)	-	-	(2,951.53)
Anticipated transfer from Colotrust - Dec	45,848.32	-	9,151.68	55,000.00
<i>Anticipated Balance</i>	<u>52,191.72</u>	<u>-</u>	<u>-</u>	<u>52,191.72</u>
<u>Colotrust - Plus</u>				
Balance as of 9/30/19	874,417.44	2,584,007.83	1,556,709.31	5,015,134.58
Subsequent activities:				
10/10/19 - Property/SO Taxes - Sept	29,472.53	5,270.06	-	34,742.59
10/18/19 - Transfer to FirstBank	(97,053.37)	-	(12,946.63)	(110,000.00)
10/31/19 - Interest Income	2,629.88	6,136.37	-	8,766.25
11/10/19 - Property/SO Taxes - Oct	31,584.12	-	-	31,584.12
11/15/19 - Transfer to checking	(57,111.54)	(300.00)	(14,588.46)	(72,000.00)
11/18/19 - Colorado Rush Soccer	1,650.00	-	-	1,650.00
11/26/19 - Transfer to Trustee for debt payment	-	(877,226.25)	-	(877,226.25)
11/30/19 - Interest income	2,281.79	5,324.18	-	7,605.97
12/10/19 - Property/SO Taxes - Nov	25,872.44	1,397.89	-	27,270.33
Anticipated transfer to checking	(45,848.32)	-	(9,151.68)	(55,000.00)
Anticipated transfer to Trustee	-	(566,807.68)	-	(566,807.68)
<i>Anticipated Balance</i>	<u>767,894.97</u>	<u>1,157,802.40</u>	<u>1,520,022.54</u>	<u>3,445,719.91</u>

Continued

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
Schedule of Cash Position
September 30, 2019
Updated as of December 10, 2019

	General Fund	Debt Service Fund	Capital Projects Fund	Total
<u>UMB - 1993 A & B Bond Fund</u>				
Balance as of 9/30/19	-	1,558,329.68	-	1,558,329.68
Subsequent activities:				
10/31/19 - Interest Income	-	1,853.99	-	1,853.99
11/30/19 - Interest Income	-	1,614.37	-	1,614.37
<i>Anticipated transfer from Colotrust</i>	-	566,807.68	-	566,807.68
<i>Anticipated D/S Interest Payment - Series 1993</i>	-	(937,638.43)	-	(937,638.43)
<i>Anticipated Balance</i>	-	1,190,967.29	-	1,190,967.29
<i>Anticipated Balances</i>	<u>\$ 820,086.69</u>	<u>\$ 2,348,769.69</u>	<u>\$ 1,520,022.54</u>	<u>\$ 4,688,878.92</u>

Yield information (as of 10/31/19):

First Bank - 0.0%

Colotrust Plus - 2.07%

ROXBOROUGH VILLAGE METRO DISTRICT
Property Taxes Reconciliation
2019

	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	\$ 48,332.27	\$ -	\$ 25,063.17	\$ -	\$ (724.97)	\$ 72,670.47	1.51%	1.51%	\$ 107,497.35	2.53%	2.53%
February	1,448,704.86	-	24,350.33	-	(21,730.57)	1,451,324.62	45.11%	46.62%	1,366,897.70	42.52%	45.05%
March	50,188.47	-	20,873.86	16.62	(753.11)	70,325.84	1.56%	48.18%	138,944.83	3.52%	48.57%
April	197,959.47	-	27,623.11	16.26	(2,969.63)	222,629.21	6.16%	54.35%	242,363.71	6.87%	55.44%
May	271,397.00	-	25,759.45	53.32	(4,071.75)	293,138.02	8.45%	62.80%	319,919.86	9.23%	64.67%
June	1,143,023.98	-	23,938.45	264.41	(17,149.32)	1,150,077.52	35.59%	98.39%	1,092,289.73	33.79%	98.46%
July	23,029.82	-	32,568.95	636.41	(354.99)	55,880.19	0.72%	99.11%	60,808.27	0.96%	99.42%
August	8,407.66	-	27,393.93	397.06	(132.06)	36,066.59	0.26%	99.37%	40,946.33	0.35%	99.78%
September	6,107.15	-	27,898.17	841.48	(104.21)	34,742.59	0.19%	99.56%	31,451.65	0.05%	99.83%
October	-	-	31,584.12	-	-	31,584.12	0.00%	99.56%	18,662.53	-0.26%	99.57%
November	1,756.38	-	25,419.19	122.95	(28.19)	27,270.33	0.05%	99.62%	26,396.63	-0.06%	99.51%
December	-	-	-	-	-	-	0.00%	99.62%	32,171.88	0.00%	99.51%
	\$ 3,198,907.06	\$ -	\$ 292,472.73	\$ 2,348.51	\$ (48,018.80)	\$ 3,445,709.50	99.62%	99.62%	\$ 3,478,350.47	99.51%	99.51%

	Taxes Levied	% of Levied	Property Taxes Collected	% Collected to Amount Levied	Chatfield Farms
Property Tax					
General Fund	\$ 842,190	26.23%	\$ 838,960.75	99.62%	\$ 242,102.00
Debt Service Fund	2,369,030	73.77%	2,359,946.31	99.62%	-
	<u>\$ 3,211,220</u>	<u>100.00%</u>	<u>\$ 3,198,907.06</u>	<u>99.62%</u>	<u>\$ 242,102.00</u>
Specific Ownership Tax					
General Fund	\$ 321,122	100.00%	\$ 292,472.73	91.08%	
Debt Service Fund	-	0.00%	-	0.00%	
	<u>\$ 321,122</u>	<u>100.00%</u>	<u>\$ 292,472.73</u>	<u>91.08%</u>	
Treasurer's Fees					
General Fund	\$ 12,633	26.23%	\$ 12,593.64	99.69%	\$ 3,746.59
Debt Service Fund	35,535	73.77%	35,425.16	99.69%	-
	<u>\$ 48,168</u>	<u>100.00%</u>	<u>\$ 48,018.80</u>	<u>99.69%</u>	<u>\$ 3,746.59</u>

Roxborough Village Metropolitan District

17

Cash Requirement Report - Detailed

August 31, 2019 - December 31, 2019

GL Account	Description	Gross Open Amount	Discount Available	Net Open Amount	Cash Required
CCN	Colorado Community Media				
Reference:	00212308	Date:	11/30/19	Discount exp date:	
GL AP account:	102500	Due date:	11/30/19	Payment term:	
107480	Miscellaneous - Colorado Community Media	<u>23.12</u>			
	Totals	23.12	0.00	23.12	23.12
	Totals for Colorado Community Media	<u>23.12</u>	<u>0.00</u>	<u>23.12</u>	<u>23.12</u>
COBARRICADE	Colorado Barricde Co.				
Reference:	00010986	Date:	09/30/19	Discount exp date:	
GL AP account:	102500	Due date:	09/30/19	Payment term:	
107809	Community events - Colorado Barricde Co.	<u>894.75</u>			
	Totals	894.75	0.00	894.75	894.75
	Totals for Colorado Barricde Co.	<u>894.75</u>	<u>0.00</u>	<u>894.75</u>	<u>894.75</u>
FOLKESTAD	Folkestad Fazekas Barrick & Patoile				
Reference:	30751	Date:	09/30/19	Discount exp date:	
GL AP account:	102500	Due date:	09/30/19	Payment term:	
107460	Legal services - Folkestad Fazekas Barrick & Patoile	<u>5,043.00</u>			
	Totals	5,043.00	0.00	5,043.00	5,043.00
	Totals for Folkestad Fazekas Barrick & Patoile	<u>5,043.00</u>	<u>0.00</u>	<u>5,043.00</u>	<u>5,043.00</u>
GAMESET	Game Set Match, Inc.				
Reference:	PGAD001300	Date:	11/30/19	Discount exp date:	
GL AP account:	102500	Due date:	11/30/19	Payment term:	
107582	Repairs and maintenance - Game Set Match, Inc.	<u>1,340.00</u>			
	Totals	1,340.00	0.00	1,340.00	1,340.00
	Totals for Game Set Match, Inc.	<u>1,340.00</u>	<u>0.00</u>	<u>1,340.00</u>	<u>1,340.00</u>
IREA	IREA				
Reference:	21419100	Date:	11/30/19	Discount exp date:	
GL AP account:	102500	Due date:	11/30/19	Payment term:	
107701	Utilities - IREA	<u>48.00</u>			
	Totals	48.00	0.00	48.00	48.00
Reference:	23509300	Date:	11/30/19	Discount exp date:	
GL AP account:	102500	Due date:	11/30/19	Payment term:	
107701	Utilities - IREA	<u>18.00</u>			
	Totals	18.00	0.00	18.00	18.00
Reference:	26129901	Date:	11/30/19	Discount exp date:	
GL AP account:	102500	Due date:	11/30/19	Payment term:	
107701	Utilities - IREA	<u>21.00</u>			
	Totals	21.00	0.00	21.00	21.00
	Totals for IREA	<u>87.00</u>	<u>0.00</u>	<u>87.00</u>	<u>87.00</u>
LIVABLECITI	Livable Cities Studio, Inc.				

Roxborough Village Metropolitan District

18

Cash Requirement Report - Detailed

August 31, 2019 - December 31, 2019

GL Account	Description	Gross Open Amount	Discount Available	Net Open Amount	Cash Required
Reference: 1276		Date: 11/30/19		Discount exp date:	
GL AP account: 302500		Due date: 11/30/19		Payment term:	
307862	Master plan - Livable Cities Studio, Inc.	<u>9,151.68</u>			
	Totals	9,151.68	0.00	9,151.68	9,151.68
	Totals for Livable Cities Studio, Inc.	<u>9,151.68</u>	<u>0.00</u>	<u>9,151.68</u>	<u>9,151.68</u>
METCO	METCO LANDSCAPE, INC.				
Reference: 535581		Date: 10/31/19		Discount exp date:	
GL AP account: 102500		Due date: 10/31/19		Payment term:	
107596	Snow removal - METCO LANDSCAPE, INC.	<u>800.00</u>			
	Totals	800.00	0.00	800.00	800.00
Reference: 536158		Date: 10/31/19		Discount exp date:	
GL AP account: 102500		Due date: 10/31/19		Payment term:	
107596	Snow removal - METCO LANDSCAPE, INC.	<u>2,240.00</u>			
	Totals	2,240.00	0.00	2,240.00	2,240.00
Reference: 536159		Date: 10/31/19		Discount exp date:	
GL AP account: 102500		Due date: 10/31/19		Payment term:	
107596	Snow removal - METCO LANDSCAPE, INC.	<u>640.00</u>			
	Totals	640.00	0.00	640.00	640.00
Reference: 536157		Date: 10/31/19		Discount exp date:	
GL AP account: 102500		Due date: 10/31/19		Payment term:	
107596	Snow removal - METCO LANDSCAPE, INC.	<u>1,920.00</u>			
	Totals	1,920.00	0.00	1,920.00	1,920.00
Reference: 537967		Date: 11/30/19		Discount exp date:	
GL AP account: 102500		Due date: 11/30/19		Payment term:	
107596	Snow removal - METCO LANDSCAPE, INC.	<u>1,280.00</u>			
	Totals	1,280.00	0.00	1,280.00	1,280.00
Reference: 537529		Date: 11/30/19		Discount exp date:	
GL AP account: 102500		Due date: 11/30/19		Payment term:	
107596	Snow removal - METCO LANDSCAPE, INC.	<u>1,280.00</u>			
	Totals	1,280.00	0.00	1,280.00	1,280.00
Reference: SM179088		Date: 12/31/19		Discount exp date:	
GL AP account: 102500		Due date: 12/31/19		Payment term:	
107595	Landscape contract - METCO LANDSCAPE, INC.	<u>13,320.00</u>			
	Totals	13,320.00	0.00	13,320.00	13,320.00
	Totals for METCO LANDSCAPE, INC.	<u>21,480.00</u>	<u>0.00</u>	<u>21,480.00</u>	<u>21,480.00</u>
MULHERN	Mulhern MRE Inc.				
Reference: MMRE6284		Date: 11/30/19		Discount exp date:	
GL AP account: 102500		Due date: 11/30/19		Payment term:	
107584	Engineering - Mulhern MRE Inc.	<u>1,965.12</u>			
	Totals	1,965.12	0.00	1,965.12	1,965.12
Reference: MMRE6285		Date: 11/30/19		Discount exp date:	
GL AP account: 102500		Due date: 11/30/19		Payment term:	
107584	Engineering - Mulhern MRE Inc.	<u>390.00</u>			
	Totals	390.00	0.00	390.00	390.00

Roxborough Village Metropolitan District

19

Cash Requirement Report - Detailed

August 31, 2019 - December 31, 2019

GL Account	Description	Gross Open Amount	Discount Available	Net Open Amount	Cash Required
Totals for Mulhern MRE Inc.		<u>2,355.12</u>	<u>0.00</u>	<u>2,355.12</u>	<u>2,355.12</u>
PLUMB	Plumb Marketing				
Reference:	51765	Date:	10/31/19	Discount exp date:	
GL AP account:	102500	Due date:	10/31/19	Payment term:	
107481	Newsletter and postage - Plumb Marketing	<u>250.00</u>			
	Totals	250.00	0.00	250.00	250.00
Totals for Plumb Marketing		<u>250.00</u>	<u>0.00</u>	<u>250.00</u>	<u>250.00</u>
ROXWATERSAN	Roxborough Water & San District				
Reference:	7121316	Date:	11/30/19	Discount exp date:	
GL AP account:	102500	Due date:	11/30/19	Payment term:	
107702	Nonpotable water purchase usage - Roxborough Water & San District	<u>94.71</u>			
	Totals	94.71	0.00	94.71	94.71
Reference:	7122381	Date:	11/30/19	Discount exp date:	
GL AP account:	102500	Due date:	11/30/19	Payment term:	
107702	Nonpotable water purchase usage - Roxborough Water & San District	<u>107.19</u>			
	Totals	107.19	0.00	107.19	107.19
Reference:	7124611	Date:	11/30/19	Discount exp date:	
GL AP account:	102500	Due date:	11/30/19	Payment term:	
107702	Nonpotable water purchase usage - Roxborough Water & San District	<u>94.71</u>			
	Totals	94.71	0.00	94.71	94.71
Reference:	7122027	Date:	11/30/19	Discount exp date:	
GL AP account:	102500	Due date:	11/30/19	Payment term:	
107702	Nonpotable water purchase usage - Roxborough Water & San District	<u>189.42</u>			
	Totals	189.42	0.00	189.42	189.42
Reference:	7122162	Date:	11/30/19	Discount exp date:	
GL AP account:	102500	Due date:	11/30/19	Payment term:	
107702	Nonpotable water purchase usage - Roxborough Water & San District	<u>746.50</u>			
	Totals	746.50	0.00	746.50	746.50
Totals for Roxborough Water & San District		<u>1,232.53</u>	<u>0.00</u>	<u>1,232.53</u>	<u>1,232.53</u>
SBPORTABOWL	S&B Porta Bowl Restrooms, Inc.				
Reference:	433842	Date:	11/30/19	Discount exp date:	
GL AP account:	102500	Due date:	11/30/19	Payment term:	
107599	Portable restrooms - S&B Porta Bowl Restrooms, Inc.	<u>112.00</u>			
	Totals	112.00	0.00	112.00	112.00
Reference:	433843	Date:	11/30/19	Discount exp date:	
GL AP account:	112500	Due date:	11/30/19	Payment term:	
117599	Portable restrooms - S&B Porta Bowl Restrooms, Inc.	<u>112.00</u>			
	Totals	112.00	0.00	112.00	112.00

Roxborough Village Metropolitan District

20

Cash Requirement Report - Detailed

August 31, 2019 - December 31, 2019

GL Account	Description	Gross Open Amount	Discount Available	Net Open Amount	Cash Required
Totals for S&B Porta Bowl Restrooms, Inc.		<u>224.00</u>	<u>0.00</u>	<u>224.00</u>	<u>224.00</u>
XCEL	XCEL Energy				
Reference:	53-2326583-6	Date:	08/31/19	Discount exp date:	
GL AP account:	102500	Due date:	08/31/19	Payment term:	
107701	Utilities - XCEL Energy	<u>18.81</u>			
	Totals	18.81	0.00	18.81	18.81
Reference:	53-2326583-6	Date:	09/30/19	Discount exp date:	
GL AP account:	102500	Due date:	09/30/19	Payment term:	
107701	Utilities - XCEL Energy	<u>18.92</u>			
	Totals	18.92	0.00	18.92	18.92
Reference:	53-2326583-6	Date:	10/31/19	Discount exp date:	
GL AP account:	102500	Due date:	10/31/19	Payment term:	
107701	Utilities - XCEL Energy	<u>18.90</u>			
	Totals	18.90	0.00	18.90	18.90
Reference:	53-2326583-6	Date:	11/30/19	Discount exp date:	
GL AP account:	102500	Due date:	11/30/19	Payment term:	
107701	Utilities - XCEL Energy	<u>19.00</u>			
	Totals	19.00	0.00	19.00	19.00
Totals for XCEL Energy		<u>75.63</u>	<u>0.00</u>	<u>75.63</u>	<u>75.63</u>
Company Totals		<u>42,156.83</u>	<u>0.00</u>	<u>42,156.83</u>	<u>42,156.83</u>

Suazo, Kathy

From: Jones, Anna
Sent: Wednesday, November 20, 2019 12:15 PM
To: Suazo, Kathy; Shannon, Patrick; Williams, Andrew
Cc: Sangster, Jerel
Subject: FW: [External] RESERVATION REQUESTS

FYI – Kathy for Dec. packet.
 Thx!

From: Jones, Anna
Sent: Wednesday, November 20, 2019 12:13 PM
To: 'Ed Yeats' <ed.yeats@gmail.com>; Katie James <james@ffcolorado.com>
Cc: Sangster, Jerel <Jerel.Sangster@claconnect.com>
Subject: RE: [External] RESERVATION REQUESTS

Ed – we are in receipt of your email and copying Jerel Sangster in our office who will confirm gazebo booking with you.
 Thanks,
 Anna

From: Ed Yeats <ed.yeats@gmail.com>
Sent: Wednesday, November 20, 2019 12:03 PM
To: Jones, Anna <Anna.Jones@claconnect.com>; Katie James <james@ffcolorado.com>
Subject: [External] RESERVATION REQUESTS

Think Security! This email originated from an external source.

Based on your last email, I am not sure who to talk with anymore.

Attached are these two requests:

- 30th Annual Roxborough Regional Easter Egg Hunt
- 19th Annual Garage Sale DayJ

Since 2006 on the Annual Roxborough Regional Easter Egg Hunt and since the beginning on the Annual Garage Sale Day, I have always communicated with either the General Manager or someone in your company on these two items and many more to come. I need to know that this is being handled!

As a courtesy, will you please have these processed and PLEASE let me know you have received this email and are processing the two requests.

--

Thanks - Ed Yeats!

"Peace"



RE/MAX Professionals
Direct: 303.904.4095
Text: 303.748.8280
10135 W. San Juan Way, Suite 100
Littleton, CO 80127

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**Ed Yeats, Chairperson and Organizer
Roxborough Regional Easter Egg Hunt
8049 Eagleview Dr., Littleton CO 80125
303.904.4095 office – ed.yeats@gmail.com email**

My name is Ed Yeats. I am a 25-year veteran of our Roxborough Village area. I have been in charge of making sure our kids have an Easter Egg Hunt each year since 2006. This year, we are celebrating our 30th Annual Roxborough Regional Easter Egg Hunt (EEH).

The Roxborough Voice publication was a 501c3, non-profit. The Voice supplemented the cost of the EEH each year. As you are aware, the Roxborough Voice no longer exists. The new 501c3, non-profit in charge of the EEH each year is Hands Across Roxborough (HAR).

HAR has served the 80125 Community since 2007 by assisting individuals and families when times can be rough for your fellow neighbor(s). HAR is a Roxborough Village based organization and have the following:

- The Community Food Bank for those who need help
- The Clothing Circle for kids for those who need help
- The Annual Free Pancake Breakfast at the Marketplace for all to attend
- The Annual Casino Night at Waterton Tavern, limited to 75 ticket holders
- And, many other services and events to our 80125 Community as well.

Being that there is no Roxborough Voice, there is also with that, no additional revenue for the EEH. Therefore, we have to seek additional funds to have further EEHs. We have figured that the amount of revenue to cover the cost of the event would put the cost per household at \$1.25 based on the 2450 homes in Roxborough Village.

We have looked hard at all of the expenses. We are going to eliminate the mailer. This will bring the cost per household down to \$1.00 per household. All other costs of the event are the raw cost of the event itself that the kids pick off of the ground. We are asking all HOAs to contribute \$1.00 per household. We are asking the RVMD to pay \$1 per household for those homes that do not have an HOA.

We have a great group of volunteers from HAR and from all across our community that volunteer their time (starting very early the morning of the event) to make it great for all of the kids to see when they get there. This year is going to be special.

I want to say right now that I personally appreciate what the RVMD has done for all of the EEHs in the past. When things were slim, the RVMD helped with your contribution. That helped a lot to keep the event going. I live in another HOA area in the Village and see what you did. It is much appreciated!

Now, I am going to ask you for more money! Based on the 2574 homes within the RVMD, we calculate the HOAs have 1,364 of the total 2,574 homes. If we take the 1,364 HOA homes from the total 2,574 homes in the Village, this will leave the balance of RVMD homes at 1,210. At \$1 per home, RVMD's fair share will now be \$1,251. Let's round that down to \$1,200.

I know this is a big increase. I hope that the RVMD can meet the increased amount. Your Community participation is much appreciated by the whole community.

I have to keep up with this so please let me know if you have any questions. I wanted to let you know that checks need to be received by Monday, February 3rd by the end of the work day.

Please keep me up to speed on all this. We have to meet the kid's expectations. The 30th Annual Roxborough Regional Easter Egg Hunt will be the biggest and best one ever!

Sincerely

From: [Jones, Anna](#)
To: [Suazo, Kathy](#); [Williams, Andrew](#); [Shannon, Patrick](#); [Sangster, Jerel](#)
Subject: FW: [External] REQUEST FOR FUNDS ANNUAL EASTER EGG HUNT
Date: Thursday, November 21, 2019 8:02:47 AM

Good Morning – See below, FYI...

From: Jones, Anna
Sent: Thursday, November 21, 2019 7:26 AM
To: Ed Yeats <ed.yeats@gmail.com>; Katie James <james@ffcolorado.com>
Subject: RE: [External] REQUEST FOR FUNDS ANNUAL EASTER EGG HUNT

Good Morning Ed – I am in receipt of this correspondence and we will put it on the December agenda for the Board's consideration. If your schedule allows, please join us at the December meeting. In the meantime, I am trying to nail down the most exact number of Roxborough residents, and will provide you with that number once I have it.

Anna

From: Ed Yeats <ed.yeats@gmail.com>
Sent: Thursday, November 21, 2019 7:21 AM
To: Jones, Anna <Anna.Jones@claconnect.com>; Katie James <james@ffcolorado.com>
Subject: [External] REQUEST FOR FUNDS ANNUAL EASTER EGG HUNT

Think Security! This email originated from an external source.

I am Ed Yeats, the Chairperson and Organizer of the Annual Roxborough Regional Easter Egg Hunt.

With the closure of the Roxborough Voice this year, the community organizations must come together for the kids and we need to raise additional funds to have the event.

Attached is the formal request for your organization on what we need from your organization to allow the kids in our community to continue to have a great event that has lasted for three decades now.

Please present this to the BOD and if you can, PLEASE keep me up to speed on this action.

--

Thanks - Ed Yeats!

"Peace"



RE/MAX Professionals

Direct: 303.904.4095
Text: 303.748.8280
10135 W. San Juan Way, Suite 100
Littleton, CO 80127

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Suazo, Kathy

From: Jones, Anna
Sent: Tuesday, November 19, 2019 8:23 PM
To: edward.wagner99 (edward.wagner99@gmail.com); Steve Follweiler (operationsmanager@reunionmetro.org); ron_and_annegret (ron_and_annegret@msn.com); Debbie Pryszy (office@stgregschurch.org); Calvin Brown
Cc: Williams, Andrew; Suazo, Kathy; Scott Barnett; Shannon, Patrick; Katie James
Subject: FW: [External] FW: Roxborough Village MD - Packet

All – Please see the below from Todd re Master Plan timing and wrap-up.

From: Todd Wenskoski <twenskoski@livable-cities.com>
Sent: Tuesday, November 19, 2019 4:23 PM
To: Jones, Anna <Anna.Jones@claconnect.com>
Subject: RE: [External] FW: Roxborough Village MD - Packet

Think Security! This email originated from an external source.

Anna,

Thank you! It's been a busy day catching up on everything. He's a draft of the proposed schedule to discuss with the board. I made some adjustments and extended it because I tried to make it more realistic with sufficient times for board review. I'm happy to tighten it up if needed so talk it over and let me know what you think.

Monday, November 25 th	Master Plan Outline circulated to RVMD Board
Monday, December 2 nd	Master Plan Outline comments due back
Tuesday, December 17 th	December Board Meeting <ul style="list-style-type: none"> 1st draft distributed to RVMD Board for Review Review feedback from Community Meeting #3 and 3rd Survey Livable Cities to walk through Master Plan recommendations and draft document
Tuesday, December 17 th – Monday, January 6 th (3 weeks)	Board 1 st draft review and comments electronically. Deadline for Board electronic comments – Monday, January 6 th
Tuesday, January 14 th	January Board Meeting <ul style="list-style-type: none"> 2nd draft distributed for review with overview of revisions
Tuesday, January 14 th – Friday, January 24 th (10 days)	Board 2 nd draft review and comments electronically. Deadline for Board electronic comments – Friday, January 24 th
Monday, Jan 27 th – Friday, Jan 31 st	Final revisions by Livable Cities

Todd Wenskoski
Principal



1001 Bannock St. #313
 Denver, CO 80204
 c. 303.506.0139
 o. 303 800.2201 x1003
 d. 720.699.9178

Visit our website!

www.livablecitiesstudio.com

From: Jones, Anna <Anna.Jones@claconnect.com>
Sent: Tuesday, November 19, 2019 9:54 AM
To: Todd Wenskoski <twenskoski@livable-cities.com>
Subject: RE: [External] FW: Roxborough Village MD - Packet

No need for you to be there – please provide me with timing of draft report and timeframe for the Board’s comments.
 Thanks!

From: Todd Wenskoski <twenskoski@livable-cities.com>
Sent: Tuesday, November 19, 2019 9:17 AM
To: Jones, Anna <Anna.Jones@claconnect.com>
Subject: [External] FW: Roxborough Village MD - Packet
Importance: High

Think Security! This email originated from an external source.

Anna,

I was just looking at the agenda and there’s a lot to cover tonight. I just got home from this trip and wanted to know if there’s any way I can miss the meeting and you can just touch on the MP items tonight?

I’m can provide a status update and brief summary of the feedback from the meeting if it helps. It’s not a huge problem if I need to be there but it is complicated since I just got back. I just wanted to check so let me know.

Todd Wenskoski
 Principal



1001 Bannock St. #313
 Denver, CO 80204
 c. 303.506.0139
 o. 303 800.2201 x1003
 d. 720.699.9178

www.livablecitiesstudio.com

From: Suazo, Kathy <Kathy.Suazo@claconnect.com>
Sent: Monday, November 18, 2019 3:39 PM
To: Jones, Anna <Anna.Jones@claconnect.com>; BBarr <billb@metcolandscape.com>; CBrown <cbrown8556@hotmail.com>; DPrysby <office@stgregschurch.org>; EWagner <edward.wagner99@gmail.com>; JBall <justinb@metcolandscape.com>; KJames <james@ffcolorado.com>; Shannon, Patrick <Patrick.Shannon@claconnect.com>; RBendall <ron_and_annegret@msn.com>; SBarnett <scott@mulhernmre.com>; SSherman <sandasherman@msn.com>; TVildibill <vildibill@ffcolorado.com>; Williams, Andrew <Andrew.Williams@claconnect.com>; Sangster, Jerel <Jerel.Sangster@claconnect.com>
Cc: Todd Wenskoski <twenskoski@livable-cities.com>; Bailey Tree <baileytreetrimming@gmail.com>
Subject: RE: Roxborough Village MD - Packet
Importance: High

Good Afternoon,

I just noticed that the agenda/packet emailed out last Friday mistakenly had a meeting start time of 6:00 p.m. instead of 6:30 p.m. Attached is an updated packet with the **correct start time of 6:30 p.m.** on the agenda. That is the only change to the packet. Thanks!!



Kathy Suazo

District Administrator, Business Operations (BizOps)
 CLA (CliftonLarsonAllen LLP)

Direct 303-793-1403

kathy.suazo@CLAconnect.com

From: Suazo, Kathy
Sent: Friday, November 15, 2019 6:43 PM
To: AJones <anna.jones@claconnect.com>; BBarr <billb@metcolandscape.com>; CBrown <cbrown8556@hotmail.com>; DPrysby <office@stgregschurch.org>; EWagner <edward.wagner99@gmail.com>; JBall <justinb@metcolandscape.com>; KJames <james@ffcolorado.com>; PShannon <patrick.shannon@claconnect.com>; RBendall <ron_and_annegret@msn.com>; SBarnett <scott@mulhernmre.com>; SSherman <sandasherman@msn.com>; TVildibill <vildibill@ffcolorado.com>; Williams, Andrew <Andrew.Williams@claconnect.com>; Sangster, Jerel <Jerel.Sangster@claconnect.com>
Cc: TWenskoski <twenskoski@livable-cities.com>; Bailey Tree <baileytreetrimming@gmail.com>
Subject: Roxborough Village MD - Packet

Good Evening,

Attached for your reference is the packet for the November 19th regular board meeting. It will also be uploaded to the website. Thanks!



Kathy Suazo

District Administrator, Business Operations (BizOps)

Direct 303-793-1403 | Main 303-779-5710 x31403 | Fax 303-779-0348

CLA (CliftonLarsonAllen LLP) | 8390 E Crescent Parkway, Suite 300, Greenwood Village, CO 80111

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CliftonLarsonAllen LLP



METCO LANDSCAPE, INC.

Monthly Maintenance Report for Roxborough Village Metropolitan District

Submitted by: Bill Barr Dec-19 Recipients: Anna Jones, Public Manager

REVIEW OF GANTTED OPERATIONS

Turf

ALL TURF IS DORMANT FOR THE SEASON

Shrub Beds

ALL GRASSES WERE CUT IN SHRUB BEDS DURING FALL CLEANUP

Trees

ALL TREES IN GOOD GOOD SHAPE GOING INTO WINTER I HAVE ENCLOSED A PROPOSAL FOR TREE AND PLANT HEALTH CARE FOR THE 2020 SEASON

Irrigation

SHUT DOWN FOR THE SEASON

Site Policing

SITE POLICING FOR TRASH AND DOGGY STATIONS CONTINUES THROUGH THE WINTER SEASON

Overall Site

OVERALL THINGS LOOK GOOD THE DISTRICT TO A GOOD HIT FROM SNOW STORM ON 11/26 AND 27 WE DID INSTALLED CHRISTMAS LIGHTS ON 2ND AND 3RD AT ROXBOROUGH AREA ENTRY ON RAMPART RD

Review of Operatons for Upcoming Month:

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

WORKING WITH IRRIGATION CONSULTANTS

Proposal By:	
Bill Barr	
Metco Landscape Inc.	
Proposal Date	12/4/2019

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

Job #	19-10-305
AR Cust	ROXBDIST

[illegible]

THIS WORK
does not

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

Client's Signature	Total \$56,840.00
---------------------------	---

Street, Aurora, CO, 80011
Tel: (303) 421-3100

Date _____

Total: **\$56,840.00****NS OF** *This proposal is valid for 60 days. After 60 days, pricing may need to be revised*

CONDITIO

Extra Work Proposal**12/4/2019****CONTRACT SPECIFICATIONS & LIMITATIONS**

All material
is
guaranteed
to be as
specified in

Unit Prices –
The Base

Alternates /
Time &

Scheduling –
Landscape
enhancemen
t contracts

Watering
and
Maintenance

Seeding –
Re-seeding
or re-
sodding of

GUARANT

Our
guarantee is

All claims for

Plant
Material
Guarantee –
Metco
Landscaping
guarantees

We will not
guarantee
plants
damaged or

TERMS

Invoices will
be sent after
the contract
work is
completed,

CANCELL

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

DISPUTES

All disputes
shall be

PHOTOGRAPHY

Metco
Landscape,

SIGNAGE

By signing
this contract
you, the
Owner, are

UTILITIES/UNKNOWN OBSTRUCTIONS

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

OWNER'S RESPONSIBILITIES

Harmless -
To the fullest
extent
permitted by



Bailey Tree LLC

13165 W. Yale PL.

Lakewood, Co 80228

720-940-6519

baileytreetrimming@gmail.com

PROPOSAL

Generated uniquely for

Please Email us to
accept and schedule
work

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

Clifton Larson Allen 20190725-5

Monday, November 4, 2019

Clifton Larson Allen
8390 E Crescent Pkwy Ste 500
Greenwood Village, CO 80111

303-779-5710

Estimator: **George Biedenstein**
3035878069

Worksite: 10127 Waterton Rd
Littleton, CO 80125

Requested Services

Task #	Item	Description	Quantity	Cost
1	Tree(s)	Tree Maintenance	1	\$83,165.00
		2020 Roxborough Tree Maintenance		
		Fertilizer Program - \$10,330 This Service includes a systemic treatment applied by soil injection twice. Our late spring/early summer application promotes healthy growth in leaves & woody tissue, while the late summer/early fall application promotes healthy root growth to help the trees feed. *Payment Due After First Application.		
		Conifer Protective Program - \$7,770 This Program is preformed between April and October. This Service is for prevention and extermination of "Ips", Pine Beetle, or Tussock Moth. Pesticide will be applied 2-3 times throughout the Spring and Summer by spraying the trunk of the tree. *Payment Due After First Application		
		General Pest Program - \$6,990 This Program is for aphids, mites, caterpillars, and other damaging insects that feed on your trees leaves/needles. Pesticide will be applied 1-3 times throughout the Summer into the Fall to coincide with different stages of insect development in order to maximize efficacy. *Payment Due After First Application.		
		Ash Treatment - \$34,855 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. *This Plant Health Care service is billed separately and at the time of application.		



ISA Certified Arborists

Robert Bailey RM-0603A
Rich Nelson RM-7199A
George Biedenstein RM-0756B

We accept Cash, Check, or Credit Card

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Page 1 of 3

General Tree Maintenance - \$13,225

Prune, Remove, and Stump Grind as needed. All debris cleaned up as well.
Service done between January and March.

37

Tree Planting - \$9,995

Tree Planting is per 10 Trees planted. Bailey Tree is not liable for irrigation of trees and will only guarantee trees if Landscaping Company to run water to all new trees. Minimum ten trees at a time to plant.

*Two year guarantee if trees are watered and Bailey Tree, LLC is managing trees on a yearly basis.

Additional 10 trees need to be planted for no charge to the Roxborough Metropolitan District.****

Requested Services Total:

\$83,165.00

Total For All Services: \$83,165.00



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TERMS & CONDITIONS:

38

1--Our minimum service fee for trimming and/or removal work is \$200.00

2--Our minimum service fee for stump grinding is \$90.00

3--We do not have a minimum service fee for Plant Health Care (PHC) services (injections and spraying)

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--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.

8--Prices quoted are good for 45 days. You may need a re-quote after 45 days.

9--Cancellations requested with less than 24 hrs notice may be subject to a \$150 mobilization fee.

10--All invoices are due upon completion. Monthly finance charges at 18% per annum will accrue after 30 days.

11--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.

12--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.

13--To accept a proposal is to acknowledge & accept these terms and conditions.



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Page 3 of 3

DRAFT MEMO

Re: Roxborough Village Metropolitan District – Spillway and upper pond reconfiguration and upgrade project outline

To: RVMD Board of Directors

From: Scott Barnett P.E.

Date: December 17, 2019

Based upon Board, consultant, and staff meetings related to the 2019 Master Plan, conference calls, and Board discussions, the following is a project outline:

1. The two “Irrigation Ponds” were designed and constructed with the original development of some of the oldest Filings in RVMD.
2. The original design was sufficient for stormwater runoff detention, irrigation storage, and recreation.
3. The construction never met the criteria from the design. There were originally three ponds, they constructed two. There was supposed to be a 10-year capacity spillway in between, they constructed something that was only capable of handling nuisance flows.
4. Over the years, due to the undersized spillway, and its poor location related to the water flows, there have been many storm events that have caused damage to the embankment. We have made repairs when possible to the embankment and spillway, but a better solution is needed to avoid continued repairs.
5. The spillway has become an eyesore due to all of the patched repairs and something more visually appealing is desired.
6. Both ponds are very uniform and have intentionally constructed grades which lead to a very sterile, industrial look and feel. Some enhancements to the grading would benefit the ponds both ecologically and visually.
7. The RVMD Board desires to begin a design and construction project that address the issues mentioned above and believes it can remedy most, if not all, of the problems.
8. This process can be achieved by:
 - RVMD now owns these ponds, whereas originally, they were part of a 99 year lease from Douglas County. Neither Douglas County nor Urban Drainage and Flood Control District ever accepted the ponds or spillway due to the insufficient construction. RVMD is responsible for all of its maintenance; however, Douglas County remains responsible for the maintenance of Little Willow Creek and the

administration of the floodplain. As such, Douglas County Engineering will likely oversee any proposed improvements related to design.

- MMRE will work in coordination with Livable Cities Studio (LCS) to prepare initial sketch level conceptual drawings with several potential options for circulation among Board members and any other consultants for review and comment.
- Board members and consultants will provide review and comment in an iterative process to MMRE and LCS in order to best select the final product desired.
- MMRE will use this input to fine tune the design drawings into a preferred conceptual drawing with estimated costs and phasing options.
- MMRE will take the design drawing to Douglas County Engineering for an initial discussion on what their review jurisdiction will be and minimize their involvement in the review and permitting process.
- Typically, Douglas County oversteps their responsibility on review of these types of projects. Depending on their position, we may need assistance from the legal counsel on this. The Special Warranty Deed specifically states that RVMD has maintenance responsibility for the two irrigation ponds and the spillway in between. It may be possible to do this project with a very low level of review and permitting, but it may also be something that they require their involvement. County review and approval on the lighter side might take 3 months; on the heavier involvement side, it may take 6 months. These details will be worked out with a County meeting.
- Through this process, MMRE and LCS may need to make continual adjustments to the conceptual design based on input and feedback from Douglas County, but ultimately upon approval, MMRE and LCS would revisit the preferred design and construction phasing approach with RVMD Board and develop and develop a proposal to prepare Construction Drawings and Specifications for the initial phase.
- Most likely the improvements that are agreed upon and are incorporated into the likely Phase ICDs are high enough in cost to warrant a public Bid process. This is not a difficult process, but very formal and takes about a month and a half normally.
- Contract Documents for this process are tedious to create from scratch, but RVMD has had projects in the past, such as the skate park, where we have prepared them. We would begin with those documents and review and adjust accordingly, but they will require a thorough review by Folkestad Fazekas.
- Upon opening the Bid, the Board would need to approve the amount in a Board meeting, allocate those funds, and enter into a contract with the Contractor.
- All combined these items may take a year or more but would probably align with a summer 2021 construction season, which would be a good target. To do some of this work, the upper pond would need to be pumped down and with less rain in summer months, the timing would make the project less difficult.

DRAFT MEMO

Re: Roxborough Village Metropolitan District – Proposed Site Selection Feasibility Study process for pool and/or community facility per 2019 Master Plan results

To: RVMD Board of Directors

From: Scott Barnett P.E.

Date: November 19, 2019

Based upon Board, consultant, and staff meetings related to the 2019 Master Plan and a community interest in a pool and/or community facility, the following is a proposed process to determine site feasibility and cost to develop identified sites located in Roxborough. The four sites have been identified by the Master Plan consultant, Livable Cities Studio and discussed in Board meetings. We are not limited to these sites, but they could work due to existing grading and location. District ownership is desirable, but land purchase might be necessary. MMRE proposes the following steps for the first phase of the study:

1. Provide a detailed exhibit of each property for Board's consideration and overall feasibility.
2. Attend meeting(s) with Douglas County Engineering and Planning personnel to discuss strategies for each site. DC will likely require exhibits in order to initiate a discussion or meeting. DC will provide guidance for all of the sites related to normal development process for each such as a Site Improvement Plan or Location and Extent Application.
3. Attend meeting(s) with property owners (if necessary) to discuss purchasing property.
4. Develop a site survey for each location. A consultant would be hired for this task. (We have successfully used Bell Surveying many times in the past for this type of service for the District.) When appropriate, we can obtain a proposal from them. It likely would need an ALTA survey or similar that also includes utilities.
5. Similarly, a preliminary soil analysis will need to be developed on each of the sites. (We have successfully used Ground Engineering in the past for this type of service.) We can obtain a proposal from them if we decide to move forward.
6. Should any of the properties require that we do site work near the floodplain or wetlands along Little Willow creek, an Environmental Consultant would be required. The need for this will be outlined by meetings with Douglas County Engineering. We have worked with IRIS consulting and ERO Resources for past similar projects. Should we need to go down this path, we would get proposals from one or both of these consultants.
7. MMRE will compile all of the data collected from the above methods in a site by site basis and present it to the Board. MMRE can do this in phases as we go along as it may help the Board make cost saving decisions along the way.
8. Real estate data will also be needed to finalize the study. Katie James will provide input as to her firm's potential role(s) and/or other resources that might be needed.

9. Once the final site has been selected, the Survey consultant will also need to provide a detailed site grading survey including all major surface features and contours. This is also something Bell can do, but only needs to be done on the property that is selected.
10. MMRE can take the project through a Site Application or a Location and Extent process with the County at the appropriate time. We would develop the necessary drawings and take the project through the County process. This process can take some time but the schedule would be outlined by DC at the early stages of this work.
11. Depending on the outcomes of the Master Plan and site feasibility, the Board will need to hire an architect. Phase 1 of the project would be complete, and phase 2 would begin.

If the Board concurs with this suggested process, MMRE will set up an independent project through our Billing program to keep MMRE time and billing for this separate from general District work. This concept has been included as a line item on the 2020 Budget that is being considered at the meeting tonight.

Any proposals by the outside consultants above would be directly to the District and not through MMRE to avoid unnecessary mark up.



IRRIGATION SYSTEM PUMP REPORT

Roxborough Village Metro District
Littleton, CO

December 12, 2019

REQUESTED REVIEW

HydroSystems-KDI was asked to evaluate the Roxborough Village Metro District irrigation pumping system to help address the concerns of the current operator. The pumping system has been updated and changed several times as more demand has been added over 19 years to the same single supply location. Operators primary concern is being unable to monitor the overall systems filed irrigation and pumping system real time operation and make corresponding changes as needed.

HydroSystems - KDI's initial assessments are based on site operation, the operators input and information and irrigation site plans supplied by Mulhern engineers. The pump system was operated at a limited level for the pump review, as only two of the three pumps were in the auto (on) position; Pump #1-jockey and Pump #3-60 hp. Pump #2-60 hp was in the off position and considered unusable for review.

Below is an assessment of the existing pump system and some proposed recommendations.

EXISTING CONDITIONS

Currently the site irrigation supply comes from the existing lake fed by raw ditch water. The pumping system supplies the irrigation water to the entire Roxborough Village site located on the east and the west side of Rampart Range Road, with the exception for a couple of isolated pocket areas.

The pumping system consists of two separate skid mounted submersible pumps in two separate enclosures, interconnected with exterior shared steel pipe header and recently upgraded control panel with VFD (Variable Frequency Drive) drive operation. Each pump sits on a concrete pad with a wet-well and 12" intake pipe from lake. The control panel was upgraded to include the VFD drive, PLC touch interface and a communication module. The combined estimated flow of both pumps is approximately 1100 GPM at 125 PSI discharge. Discharge is currently set at 90 psi discharge.

This pump system is controlled by the demand of the 23 separate controllers. Activated with low pressure reading and turned off at a no-flow condition.

This two-unit pumping system was designed and installed separately, at different times during the build out of the site. The two pumps are interconnected outside of the enclosures with 6" flanged steel pipes from the two pump units, into a welded 10" steel header with a 6"x10" eccentric reducer. The 10" header section includes an impeller flow sensor. This sensor is located just 2.5' +/- before the pipe hits a 90 deg steel elbow that takes the 10" steel supply pipe below grade. An impeller flow sensor install requires a 10 pipe diameter clean upstream pipe run and 5 pipe diameter clean downstream pipe diameter run for +/- 1% flow accuracy. Both sides are short of this requirement.



The existing irrigation supply piping network has multiple leaks and cannot maintain pressure causing excessive cycling of the pumps. This cycling happened several times while we were on site. A old non-used valve in a native area was found that was leaking after we were on site and may have been a cause of the cycling.

The pumping system does not have a primary manual isolation valve on the discharge. Having this valve allows for the pump station to be isolated from mainline network in the auto mode to check if the the basic pump operations and safeties are working. This system does have a high-pressure discharge release valve and should be evaluated for proper operation.

The original plans for the pumping system showed automatic lake intake screens to be installed on each of the 12" pipes for the intake pipe to the pump wet-wells. These were not installed. Only a large debris screen of some type has been installed over the end of pipe, but this will need to be verified. I was told that a diver was called out last year and had to remove debris that built up in one of the intake pipes. If these screens were installed this would have help

eliminate the debris build up. The Pump #3 discharge pipe had a valve with no pipe installed on it directed at the lake, that was more than likely set up for at least one of these screens.

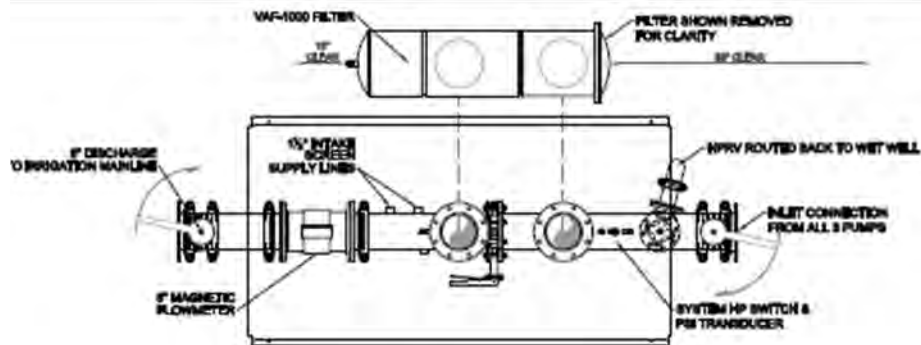
There was also a large wye strainer (inline filter) shown on the original plans discharge side for the first pump that should have been installed, but did not find on site.

Filtration at the source of a raw water supplied system is important to minimize the amount of suspended materials being sent through system and to the spray heads, rotors and drip irrigation that causes clogging. This was not brought up as a primary issue but has been a factor of some repairs over this amount of time.

RECOMMENDATIONS

The irrigation system should incorporate the following items:

1. Include a complete irrigation operation central control package that will allow the operator to coordinate the 23 controllers scheduling and help balance the irrigation mainline hydraulics. This type of central control package can be connected to the pumping system to read the flow and pressure information. The operator will be able to schedule the entire sites zone operation more efficiently and set hydraulic limits on the mainline network to reduce pipe stresses. This will also allow for remote emergency manual/automatic shut-off from the central through mobile device and receive alarms for breaks and excessive flow conditions caused by stuck open valves.
2. Review pump control panel with manufacturer to find if there is line fill program included in the existing logic or if it can be added. This program senses the discharge line pressure and will not operate in full discharge flow and pressure until the mainline is properly charged. This is to minimize surge conditions on recharging the system and after mainline break repairs. The newer control panel will allow for easier review and/or adjustments by technicians and pump supplier through remote connection if necessary.
3. For filtration, flow sensing and isolation, remove a portion of the interconnected steel discharge header and install a new skid section that includes a single, self-cleaning scanner filter with automatic flush, a mag meter for more accurate flow monitoring, two downstream ½" capped thread-o-lets for optional fertigation and pump isolation filter butterfly valves. This will require modified steel piping from the pump enclosures.



FILTER SKID CONFIGURATION

4. Install self-flushing lake intake screen on each of the 12" intake screens and install the poly supply piping and automatic control valves for each.
5. HydroSystems-KDI recommends the installation of aeration and ozone pond treatment to maintain better level of water quality and minimize the chances of an algae build up and algae bloom.

Based on the provided information this system has been altered many times to accommodate the changing conditions and flow requirements it has been challenged to fulfill. The current configuration will not allow it to operate efficiently without considerable personnel time, attention and cost. Keep in mind the usability life of PVC is around 15-20 years and most of this site is at this end of acceptable reliability. Based on the recommendations for the existing pump it should also be considered to be replaced with a new complete pumping system that includes all the latest technologies and programming to handle the varying scheduling requirements and flow conditions of a site of this size and topography. A new pumping system will be tested at the factory to assure all the components work together with the proper settings.

IRRIGATION SYSTEM EVALUATION REPORT

Roxborough Village Metro District – Community Park Littleton, CO

December 12, 2019

PROJECT DESCRIPTION

The Roxborough Village Metro District Community Park is located in Littleton, CO. This site is primarily large turf areas surrounding ballfields and smaller areas around skatepark, tennis courts and building structures. There are significant landscape and irrigation concerns. The irrigation system was installed approximately 25-30 years ago.

SCOPE OF INVESTIGATION

The purpose of the irrigation system investigation was to evaluate the design, installation, and overall performance of the irrigation system for Roxborough Village Metro District. I evaluated the system in late July of 2019 to review the condition and operation of the irrigation system including pipe, heads, control zones, controllers, and other equipment.

IRRIGATION SYSTEM WATER SUPPLY

The irrigation water source for this site is a non-potable water source from the existing lake. There are two pumps with an operating flow of 1100 GPM at 125 PSI.

EXISTING IRRIGATION EQUIPMENT

Mainlines and Electric Zone Control Valves: Mainlines in the park area to the zone control valves are 6-inch, 4-inch and 2 1/2-inch PVC.

The zone control valves are plastic 24-volt Hunter ICV series electrically actuated valves installed in plastic valve boxes. Some lids are purple and some are green.

Irrigation Controllers: One controller manages the system for this area. Controller is an ET Water Gen 4 series installed on a pedestal. This is a 40 station controller with 35 zones wired to it. There is no rain shut off device.

Rotary Heads: There are numerous types of rotor heads being used across the park. Hunter I-40, I-25, I-20, PJP, PGJ and Nelson 7500 series gear drive type heads. There are both plastic and stainless steel models. Some heads have purple caps on them indicating non-potable water, many do not. All heads should have purple caps on them. Heads are both 4-inch and 6-inch pop up height. There are also many older impact heads on the site including Rain Bird maxi paw,

Bucker Royal Coach, and Watermation. The different type of rotor heads and nozzles on the same zone result in differing application rates and poor uniformity of coverage. Some heads do not have check valves. None of the rotor zones have pressure control causing varying pressures at the heads and poor uniformity of coverage. Pressure can be controlled at the control valve with a pressure reducing device and/or with proper pipe sizing within the zone to reduce pressure variations between rotor heads. Many heads are too low or tilted and the spray is blocked.

SYSTEM INSTALLATION AND CONSTRUCTION DEFICIENCIES

1. HEAD SPACING AND LOCATION:

(Deficient Sprinkler Head Spacing)

Head spacing is stretched and sporadic in some areas. Uniformity is drastically reduced because of the variable head spacing. Normally, properly spaced heads would complement each other and work together permitting uniformity in watering. This results in longer run times to over compensate.

Due to the low humidity, wind, and high summertime temperatures the head spacing for this site should not exceed 50% of the diameter of coverage. In order to keep the grass growing in some areas other areas must be over watered or "flood" irrigated because of the erratic and variable spacing.

Fifty percent, or head-to-head spacing, is the standard spacing criteria used in the landscape irrigation industry, and is recommended by most irrigation manufacturers'. Where winds are a threat to good coverage, spacing as close as 40% may be required. When spaced too far apart, sprinklers will exhibit weak spots within the area of their spacing pattern. These weak spots may show up as lighter green turf, yellowing or brown foliage, or dead plant material. When the system is installed and this problem of "stretched" spacing shows up, often the maintenance contractor is forced to over water the rest of the areas trying to make up for the lack of water in the weak spots.

2. ADDITIONAL HEAD PLACEMENT AND ZONING ISSUES:

Most all of the zones have different types of heads and nozzles being used. Each one of these put out different amounts of water and spray different distances. The different type of rotor heads on the same zone result in differing application rates and poor uniformity of coverage. Some areas will receive too much water, others not enough. Typically, you have to overwater to keep everything green.



Smaller and larger heads watering on the same zone. Should be separated based on size and area.



Spraying over sidewalks and hardscapes.



Spraying well over 20' into homeowner backyard.

3. HEAD DRAINAGE:

Low head drainage occurs after each cycle, creating puddles and runoff in many areas and water hammer in lateral lines when zones are turned on, resulting in reduced life expectancy of the system. Check valves in heads prevent this problem.

4. HEAD OPERATING PRESSURE:

The ideal operating pressure for rotor heads is typically between 40 and 60 PSI. For larger areas, such as the playfields, the water pressure should be on the higher end for proper coverage.

There is quite a variation in the operating pressure at the heads on this site. The pressure at the rotary heads varied from 20 PSI to 70 PSI. When water pressure at the sprinkler head is too low, a distortion of the spray pattern occurs resulting in poor uniformity of coverage.

Low operating pressure causes the water to explode into larger droplets, which reduces the effective radius of coverage and also produces soil compaction. This defect causes a distortion of the spray pattern, reduced radius of coverage and losses from wind & evaporation, which all result in poor uniformity of coverage, dry spots, and wasted water.

High operating pressure causes the water to explode into a higher number of smaller droplets which results in a mist. This reduces the radius of coverage and evaporates much quicker and will easily drift from the irrigated area. High water pressure can also cause surges in lateral lines which results in damage to equipment, leaks, and reduce system life expectancy.

Larger zones have pressure differences between the heads located close to the zone valve and the furthest heads away or between the low and high heads in the zone, creating coverage deficiencies and varying application rates within the zone. Pressure regulating devices in the heads or at the zone control valve can prevent this problem. This also can indicate too much pressure loss in the lateral piping.



Low water pressure reduces the radius of coverage. These heads are spaced approximately 65' apart and this head is not even spraying half that distance.

5. PROPER SPRINKLER HEAD INSTALLATION:

When heads are installed too low or tilted the turf will block the spray pattern which in turn reduces the radius of coverage and causes overwatering in order to keep the turf green. Turf builds up over time and heads tend to drop as well. Heads should be raised and straightened. This should be a regular maintenance issue and should be done over time in all areas as needed.



Low and tilted heads reduce radius of coverage, requiring more watering to keep grass green.



Compact dirt around heads to prevent them from moving and being tilted. All heads should have purple cap for non-potable water.

6. CONTROL VALVE AND PIPING INSTALLATION:

Valves and pipe installed too high can easily be broken by mowers and people walking on them. Minimum lateral pipe depth should be 18". Water tight connectors should also be used on all wire connections.



Valve installed to high, lid won't fully close. Rock should not be used to brace pipe. Pipe should be installed much lower. Can easily be hit at this depth by mowers and other equipment.



All valve boxes should be purple for non-potable water.

7. MAINTENANCE / OTHER ISSUES:

The pictures shown below are issues that the maintenance company can address to increase the life expectancy of the system and its components while reducing water usage and waste at the same time. It would be beneficial to both parties to review maintenance contracts and budget time and materials to address many of these issues that have built up over time.



Fix broken heads. Routine maintenance checks will find most of these issues.



Adjust heads to minimize overspray onto hardscapes.

SYSTEM WATER APPLICATION

Previous tests indicate that the soil is a clay soil with a high water holding capacity and low infiltration rate (.05 to .15 inches per hour). Because of the soil conditions, I would recommend watering every third night as demand requires, and preferably between 10:00 PM and 6:00 AM when there is less wind and evaporation rates are much lower. This will prevent excessive run-off, allow oxygen to enter the soil easily, and prevent excess leaching of nutrients from the soil.

Peak demand for turf grass should not exceed 6.4-inches of applied water per month during the hottest portion of the summer (July) and as little as 1.4-inches in October. System inefficiencies would increase the amount of water required to 9-inches and 2-inches respectively. Assuming the correct head spacing, the minimum average application rate for rotor heads is about .50-inches

per hour and for pop-up spray heads is 1.6-inches per hour. The water time per cycle for rotor head zones should not exceed 15 to 20 minutes and pop-up spray heads 6 to 8 minutes per cycle at most. These water times will assure that the application rate will not exceed the intake rate of the turf and soil. Additional cycles can be used to meet turf water requirements.

This schedule presents a general guideline for watering once system efficiency is improved by renovation. Individual station run times may need to be adjusted for microclimate characteristics. As seasonal changes occur (spring & fall), the number of watering cycles or time per cycle should be reduced to conserve additional water.

IRRIGATION SYSTEM RECOMMENDATIONS

1. Redesign and replace the existing irrigation system for the park. The lower ballfield area should be the top priority. This is the largest turf area that is currently being watered in the park.
2. Install master valve and flow sensor at the park. This will allow the irrigation system to shut down when there is a break or a leak. Many leaks are never detected unless they are seen or after considerable damage is done and most irrigation is being done at night or in the early morning hours. Flow sensors can potentially save thousands of dollars and thousands of gallons of water.
3. Install pressure regulating devices at valves and/or all heads. This will allow control of water pressure for each individual zone.
4. Central communication from pump to controller.

LANDSCAPE IRRIGATION INTENT FOR PARK:

Before moving forward with the Community Park redesign it is important to prioritize what is to be irrigated and what areas are intended to have a more manicured look. Also, do you want to water any of the more native looking areas? Now would be the ideal time to make these decisions. Besides the ballfields, here are some areas to consider turf or a more manicured landscape:

1. Around the parking lot at the entrances
2. Playground
3. Gazebos
4. Volleyball court
5. Basketball court
6. Tennis court
7. Skate park



Irrigate slope and mow like turf or let go to a more native state?



Native or manicured look around parking lot and picnic structure?



Two different types of turf and soils in ballfield. Address this and drainage issues prior to installation of new irrigation.

I would recommend doing the design for the entire park at once. The installation could be done in phases based on cost and budgets. Once determinations have been made on how all the different areas of the park are to be irrigated, we can provide cost estimates for design and installation of the irrigation system.

Significant water and maintenance savings, plus a better-looking property can result when the above recommendations are implemented.

RESOLUTION 2019-12-____
OF THE BOARD OF DIRECTORS OF
ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
DOUGLAS COUNTY, COLORADO

A RESOLUTION APPROVING SERVICES AGREEMENT
WITH MULHERN MRE, INC. FOR 2020

The Roxborough Village Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"), has received a proposal from **MULHERN MRE, INC** (the "Contractor"), to provide the 2020 engineering services to the District, as described in the Services Agreement attached hereto as Schedule A (the "Agreement"); and

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

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

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

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

APPROVED AND ADOPTED this ____ day of December, 2019, by a vote of ____ for and ____ against.

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

By: _____
Calvin Brown, President

ATTEST:

By: _____
Ronald Bendall, Secretary

SCHEDULE A

Services Agreement Mulhern MRE, Inc.

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement"), is made and entered into this 1st day of January, 2020, by and between **ROXBOROUGH VILLAGE METROPOLITAN DISTRICT**, a quasi- municipal corporation and political subdivision of the State of Colorado, whose address is c/o CliftonLarsonAllen LLP, 8390 East Crescent Parkway, Suite 300, Greenwood Village, Colorado 80111-4814 (the "District"), and **MULHERN MRE, INC.** a Colorado corporation, whose address is 188 Inverness Drive West, Suite 150, Englewood, Colorado 80112 (the "Contractor").

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

CONTRACTOR INFORMATION:

Soc. Sec. or Tax I.D. #:	_____
Telephone Number:	(303) 649-9857
E-mail:	scott@mulhernmre.com
Contact Person:	Scott Barnett

IT IS HEREBY AGREED AS FOLLOWS:

WORK TO BE PERFORMED. In accordance with the Terms and Conditions attached hereto, Contractor agrees to furnish all labor, tools, equipment, supervision, supplies, and other items necessary to perform the work (the "Work") of engineering consultant services at the rates described on Exhibit A, attached hereto and incorporated herein by reference.

DISTRICT:

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

CONTRACTOR:

MULHERN MRE, INC.
a Colorado corporation

By: Calvin Brown, President

By: Randall S. Warren, President

TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. INSURANCE.

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

b. Required Coverage Amounts.

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

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

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

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

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

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

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

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

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

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

6. SAFETY.

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

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

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

7. CHANGE ORDER PROCEDURES.

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

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

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

in performance of this Agreement and shall not be entitled to any reimbursement or compensation except unless such expenses are approved as provided herein.

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

8. DISPUTES.

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

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

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

10. TERM.

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

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

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

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

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

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

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

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

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

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

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

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

END OF TERMS AND CONDITIONS

RANDALL S. WARREN
PRESIDENT
303/849-9857 FAX 303/414-0671



188 INVERNESS DRIVE WEST, SUITE 160
ENGLEWOOD, COLORADO
80112

District Services Billing Rates			
Mulhern MRE, Inc. - 2019			
Patrick Mulhern		\$150	
Randall Warren		\$150	
Luis Tovar		\$127	
Scott Barnett		\$117	
Joshua Nougaret		\$110	
Ron Lambert		\$110	
Elizabeth Garvey		\$105	
Laurie Tatlock		\$105	
Matt Samuels		\$99	
Whitney Miller		\$99	
Kasie Warren		\$94	
Kelly Conover		\$88	
Ellen Buffy		\$81	



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

Ernest F. Fazekas, II
1947-2016

December ___, 2019

SENT VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Jason and Stacy Cole
7448 Pintail Place
Littleton, Colorado 80125

Re: Dumping on District Property
Lot 752 Roxborough Village #16A

Dear Mr. and Mrs. Cole.

Our firm represents the Roxborough Metropolitan District (the "District"). It has come to our attention that you have a sump pump that is dumping an unknown toxin into the District owned real estate, that is known as Tract R, Roxborough Village Filing No. 16A, located behind your property. Dumping onto District property is not authorized and should be stopped immediately.

The substance you are dumping is unknown but is clearly toxic to the grass and our landscaping. The District will be restoring the landscaping to remedy the damage you have done and will bill you for such restoration.

Please call my office with any questions. Otherwise, please cease the dumping immediately and be advised that the restoration bill will follow upon completion of the necessary work.

Thank you in advance for your cooperation.

Sincerely,

FOLKESTAD FAZEKAS BARRICK & PATOILE, P.C.

Kathryn T. James

cc: Anna Jones, District Manager
Scott Barnett

RESOLUTION NO. 2019-12-__**RESOLUTION OF THE BOARD OF DIRECTORS
OF ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
DOUGLAS COUNTY, COLORADO****A RESOLUTION REGARDING THE MAY 5, 2020
REGULAR SPECIAL DISTRICT ELECTION**

WHEREAS, the terms of office of Directors Brown and Bendall shall expire after their successors are elected at the regular special District election for Roxborough Village Metropolitan District (the “District”) to be held on May 5, 2020 (“Election”), and take office; and

WHEREAS, in accordance with the provisions of the Special District Act (“Act”) and the Colorado Local Government Election Code (“Code”), the Election must be conducted to elect two (2) Directors to serve for a term of three (3) years; and

WHEREAS, pursuant to Section 32-1-804 (2), C.R.S., the Board of the District is authorized to designate a Designated Election Official to exercise the authority of the Board in conducting the Election; and

WHEREAS, pursuant to Section 1-13.5-513, C.R.S., the Board can authorize the Designated Election Official by a resolution to cancel the election upon certain conditions.

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

1. The regular Election of the eligible electors of the District shall be held on May 5, 2020, between the hours of 7:00 a.m. and 7:00 p.m. pursuant to and in accordance with the Act, Code, and other applicable laws. At that time, two (2) Directors will be elected to serve a three (3) year term.

2. The Board of Directors hereby designates Kathryn T. James as the Designated Election Official of the District, who is hereby authorized and directed to proceed with any action necessary or appropriate to effectuate the provisions of this Resolution and the Act, Code, or other applicable laws. The Election shall be conducted in accordance with the Act, Code, and other applicable laws. Among other matters, the Designated Election Official shall publish the call for nominations, appoint election judges as necessary, appoint the Canvass Board, arrange for the required notices of election and printing of ballots, and direct that all other appropriate actions be accomplished.

3. The Election shall be conducted as a mail ballot election in accordance with all relevant provisions of the Code. The Designated Election Official shall develop a Plan for conducting the mail ballot Election, which will be made available to the public. There shall be no election precinct or polling place. All mail ballots shall be returned to the Designated Election

Official's office, 18 S. Wilcox Street, Suite 200, Castle Rock, Colorado 80104 -1909.

4. Self-Nomination and Acceptance forms are available at the Designated Election Official's office located at the above address. All candidates must file a Self-Nomination and Acceptance form with the Designated Election Official no earlier than January 1, 2020 and no later than the close of business, 5:00 p.m., on Friday, February 28, 2020.

5. If the only matter before the electors is the election of Directors of the District and if, at the close of business on March 3, 2020, there are not more candidates than offices to be filled at the Election, including candidates timely filing affidavits of intent no later than February 28, 2020, the Designated Election Official shall cancel the Election and declare the candidates elected. Notice of such cancellation shall be published and posted in accordance with the Code. The Notice and this resolution, signed by the appropriate officers, will be filed with the Division of Local Government.

6. If any part or provision of this Resolution is adjudged to be unenforceable or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Resolution, it being the Board's intention that the various provisions hereof are severable.

7. Any and all actions previously taken by the Designated Election Official or the Secretary of the Board of Directors or any other persons acting on their behalf pursuant to the Act, the Code or other applicable laws, are hereby ratified and confirmed.

8. All acts, orders, and resolutions, or parts thereof, of the Board which are inconsistent or in conflict with this Resolution are hereby repealed to the extent only of such inconsistency or conflict.

9. The provisions of this Resolution shall take effect immediately.

APPROVED AND ADOPTED this _____ day of _____, 2019 by a vote of _____ for and _____ against.

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

By: _____
Calvin Brown, President

ATTEST:

By: _____
Ronald Bendall, Secretary