

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

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

**URL link:**

<https://us02web.zoom.us/j/89809802604?pwd=V3JVM216K3p1MFIEL09ZSmMyamtaZz09>

**Call: 346-248-7799**

**Meeting ID: 898 0980 2604**

**Password: 480577**

**Board of Directors:**

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

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**Date: July 21, 2020 (Tuesday)**  
**Time: 6:00 p.m.**  
**Place: VIA ZOOM**

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

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

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

- A. Consider Approval of the June 16, 2020 Special Meeting Minutes (to be distributed)
- B. Review and Accept the Cash Position and Property Tax Schedule (to be distributed)
- C. Review and Consider Approval of Current Claims, Approve Transfer of Funds, and Ratify Payment of Autopay Claims and Ratify Approval of Previous Claims (to

be distributed)

6. FINANCIAL ITEMS
  - A. Other

### **DISCUSSION AGENDA**

7. ACTION ITEMS (10 MINUTES)
  - A. Bailey Tree Updates
8. DIRECTOR ITEMS (10 MINUTES)
  - A. Mosquito Management / Habitat and Environmental Issues (Discuss a Potential Committee)
  - B. Discuss Board President Approval Authority Increase (to be distributed)
  - C. Other
9. MANAGER MATTERS (30 MINUTES)
  - A. Master Plan/Spillway Follow-Up – Anticipated Costs and Timeline (enclosed)
  - B. Feasibility Study Follow-Up (Special Meeting to Discuss Spillway and Feasibility Study on August 6, 2020)
  - C. Update on Meeting with Douglas County Regarding Pedestrian Safety on Rampart Range Road
  - D. Update on Toilets and Fountains
  - E. Update on Communication Strategy
  - F. Other
10. LEGAL MATTERS (10 MINUTES)
  - A. Update Regarding Final Water Due Diligence Filing and Executive Session Pursuant to C.R.S. Section 24-6-402(4)(B) and for the Purposes of Receiving Legal Advice on Specific Legal Questions, if requested
  - B. Consider a Resolution Approving Services Agreement with Ben Kelly for Community Outreach/Strategic Communications Services (to be distributed)
  - C. Update on CAB Agreement and Project
  - D. Update on Emergency Disaster Declaration
  - E. Discussion on Jared Way Sunset Patio
  - F. Consider a Community Request
11. ENGINEERING MATTERS (10 MINUTES)
  - A. Update on CDR Contract for Dugout
  - B. Update on Aerial Mapping and Irrigation Planning
  - C. Consider Proposal for Hydrosystems KDI Design
  - D. Update on Trail Repair and Concrete Work
12. LANDSCAPE MAINTENANCE (10 MINUTES)

- A. Metco Landscape Report – Bill Barr (enclosed)
- B. Review and Consider Approval of Proposals
  - 1. Proposal to Clean Debris and Silt Concrete Drain Pain \$3,500 (enclosed)
- C. Other

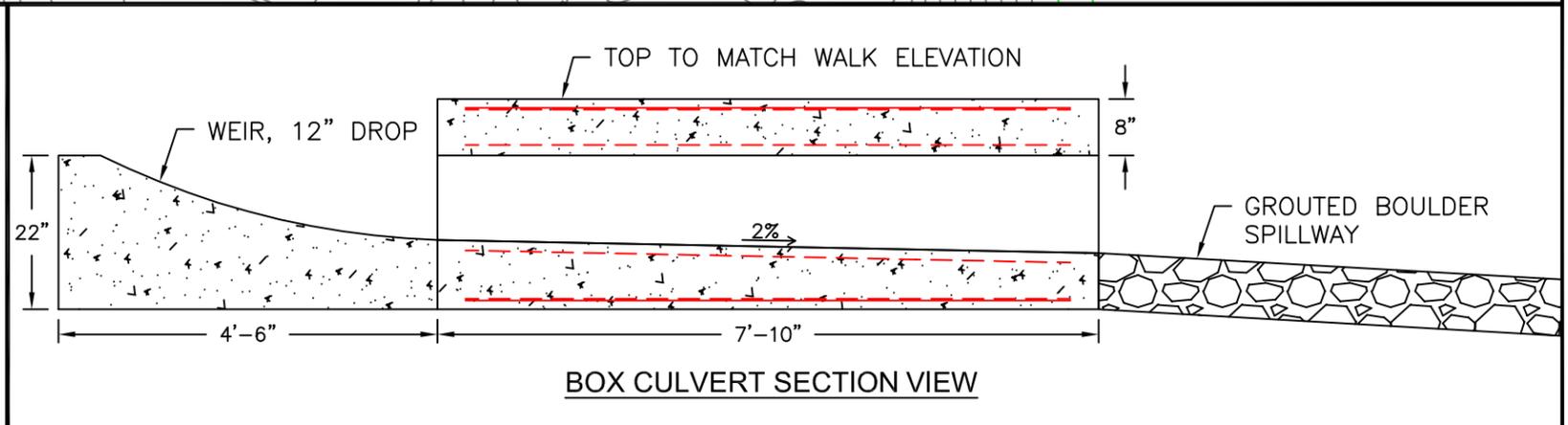
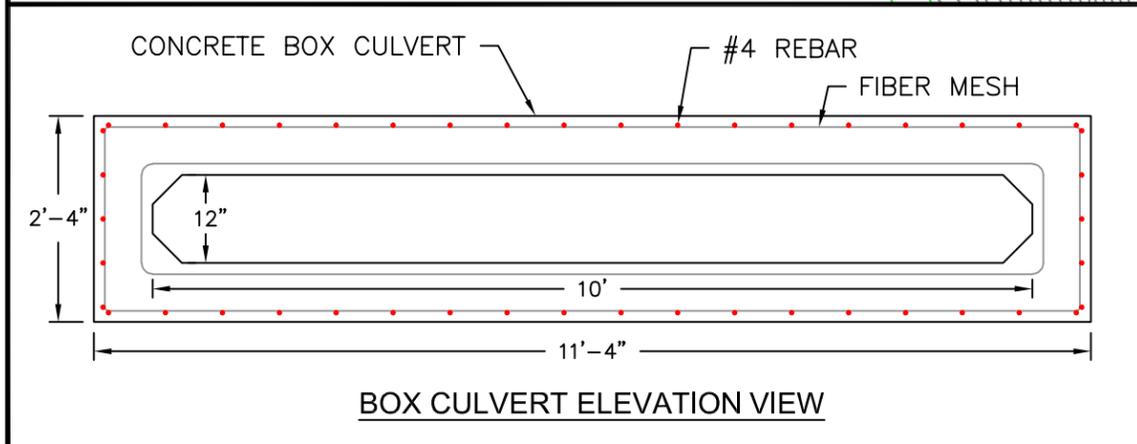
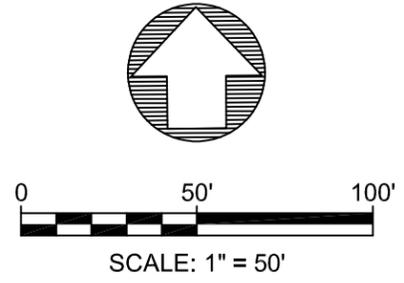
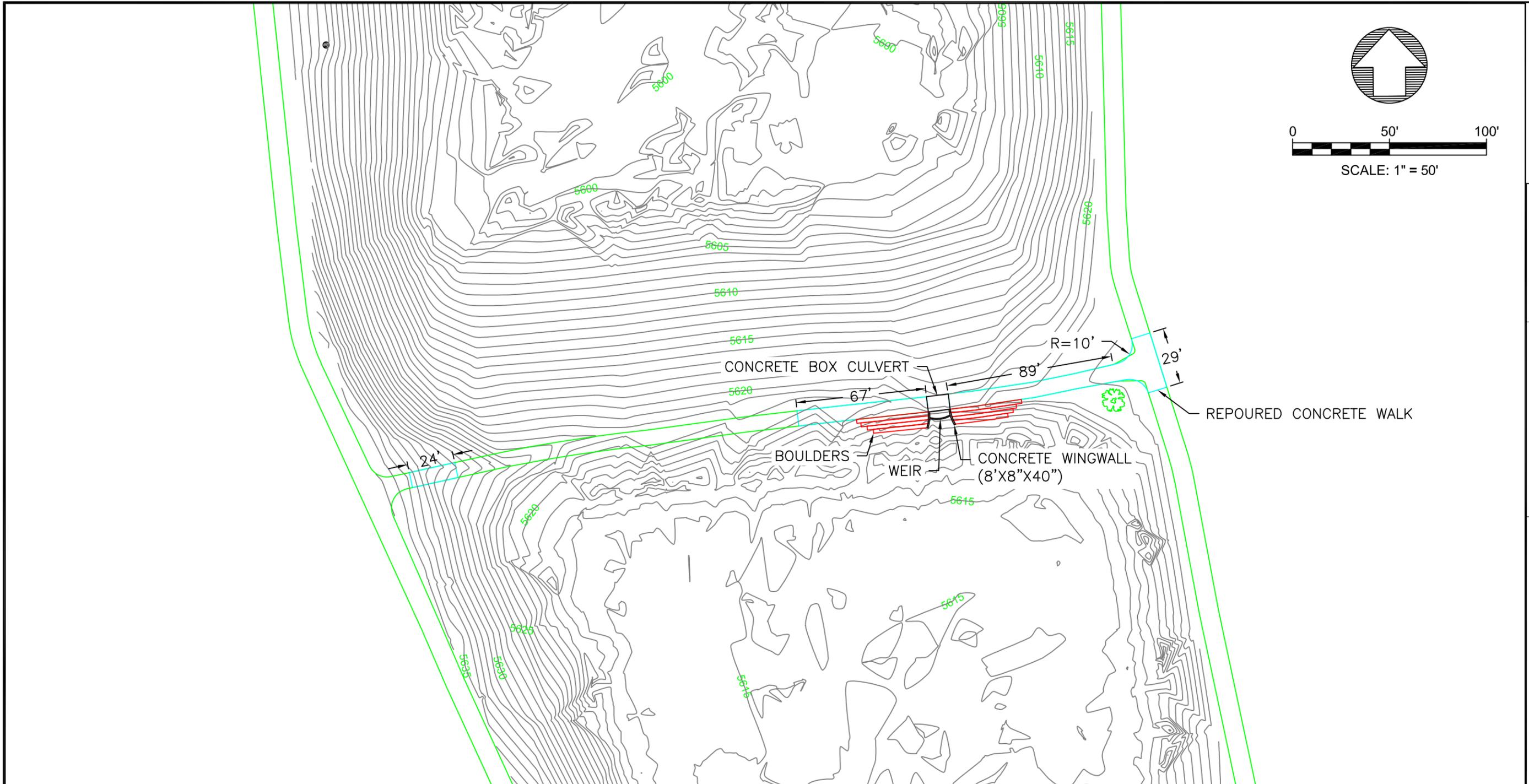
13. OTHER BUSINESS (5 MINUTES)

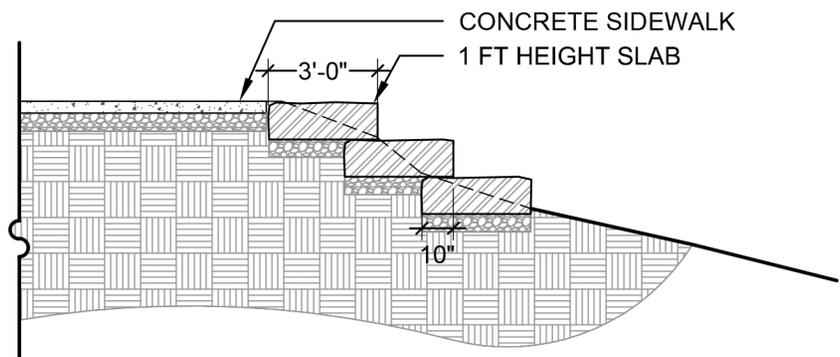
- A. Confirm Quorum for August 18, 2020 Special Meeting via Zoom.

14. ADJOURNMENT

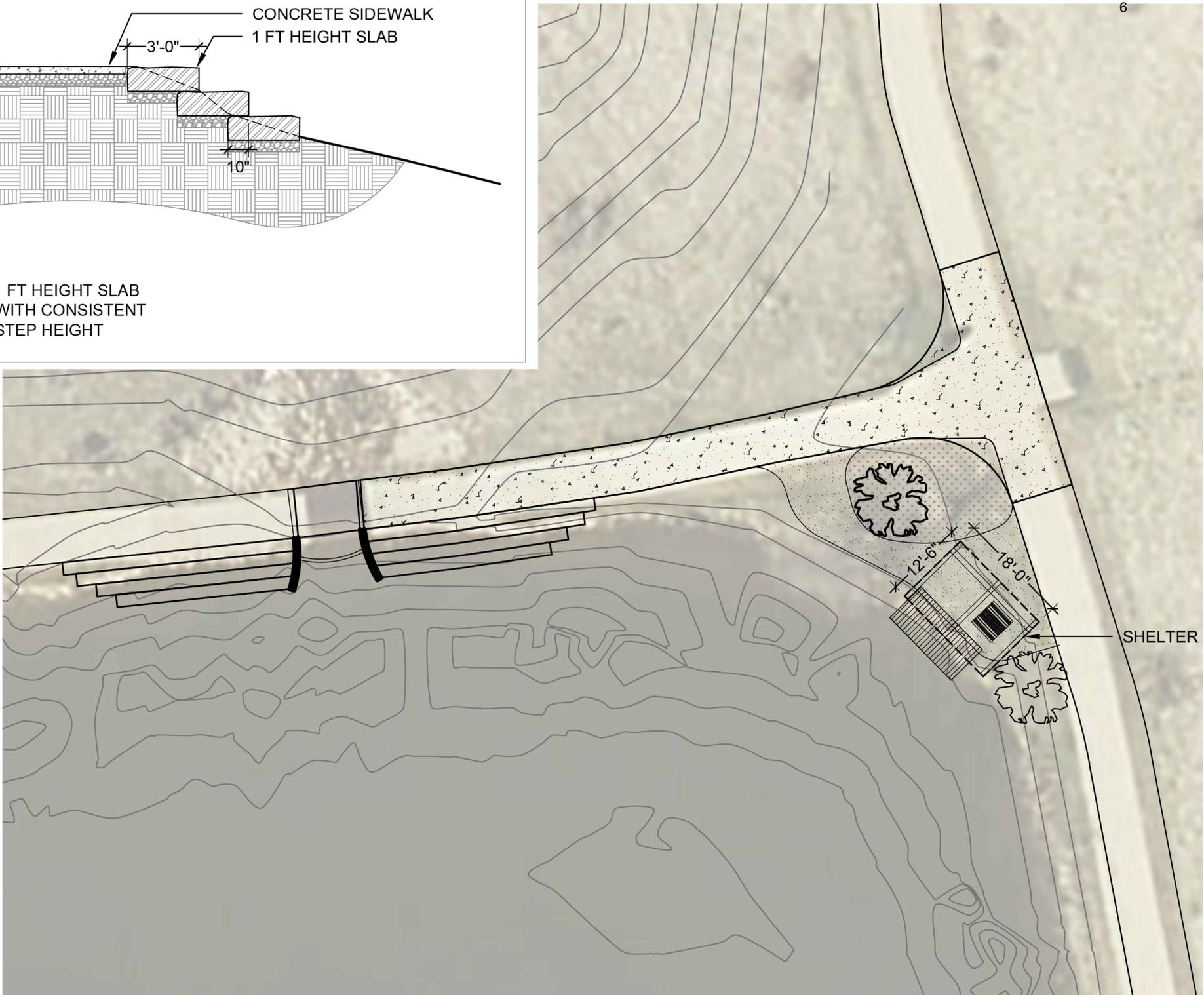
**2020 Meeting Calendar**  
**3<sup>rd</sup> Tuesday of Every Month**  
**Roxborough Library**  
**West Metro Fire Station No. 15**  
**Virtual – Details on Notice**

JANUARY							FEBRUARY							MARCH						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4							1	1	2	3	4	5	6	7
5	6	7	8	9	10	11	2	3	4	5	6	7	8	8	9	10	11	12	13	14
12	13	14	15	16	17	18	9	10	11	12	13	14	15	15	16	17	18	19	20	21
19	20	21	22	23	24	25	16	17	18	19	20	21	22	22	23	24	25	26	27	28
26	27	28	29	30	31		23	24	25	26	27	28	29	29	30	31				
APRIL							MAY							JUNE						
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12	13	14	15	16	17	18	10	11	12	13	14	15	16	14	15	16	17	18	19	20
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26	27	28	29	30			24	25	26	27	28	29	30	28	29	30				
							31													
JULY							AUGUST							SEPTEMBER						
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12	13	14	15	16	17	18	9	10	11	12	13	14	15	13	14	15	16	17	18	19
19	20	21	22	23	24	25	16	17	18	19	20	21	22	20	21	22	23	24	25	26
26	27	28	29	30	31		23	24	25	26	27	28	29	27	28	29	30			
							30	31												
OCTOBER							NOVEMBER							DECEMBER						
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11	12	13	14	15	16	17	15	16	17	18	19	20	21	13	14	15	16	17	18	19
18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26
25	26	27	28	29	30	31	29	30						27	28	29	30	31		





1 FT HEIGHT SLAB  
WITH CONSISTENT  
STEP HEIGHT



**Roxborough Village Metropolitan District**  
**Spillway Repairs and New Seating/Picnic Area**  
Rough Order of Magnitude Cost Estimate  
16-Jul-20

ITEM DESCRIPTION	UNIT	UNIT COST	QUANTITY	Option A Complete Improvements	Option B No Shade Structure	Option C No Boulders	Option D No Boulders + No Shade Structure	Notes/Comments
<b>Spillway Structure/Box Culvert</b>								
Demolition - Grouted Riprap and Metal Gate	LS	\$ 5,000.00	1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	
Concrete path - 6" Removal and Replacement	SF	\$ 15.00	1600	\$ 24,000.00	\$ 24,000.00	\$ 24,000.00	\$ 24,000.00	
Imported impervious Fill for box culvert subgrade	LS	\$ 1,000.00	1	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	
CIP Box Culvert and Weir Structure	LS	\$ 16,000.00	1	\$ 16,000.00	\$ 16,000.00	\$ 16,000.00	\$ 16,000.00	
Boulders	EA	\$ 1,100.00	50	\$ 55,000.00	\$ 55,000.00	Not Included	Not Included	This cost is based on material cost of approx \$700 per stone delivered plus reasonable installation. This is a very expensive material
<b>Subtotal</b>				<b>\$ 101,000.00</b>	<b>\$ 101,000.00</b>	<b>\$ 46,000.00</b>	<b>\$ 46,000.00</b>	
<b>Picnic and Seating Area</b>								
Demolition - Seating Area	SF	\$ 8.00	525	\$ 4,200.00	\$ 4,200.00	\$ 4,200.00	\$ 4,200.00	
Relocate dog waste station & trash can	EA	\$ 500.00	1	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	
Crusher Fines	SF	\$ 3.50	525	\$ 1,837.50	\$ 1,837.50	\$ 1,837.50	\$ 1,837.50	
Edger	LF	\$ 5.00	105	\$ 525.00	\$ 525.00	\$ 525.00	\$ 525.00	
Deck	LS	\$ 25,000.00	1	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	
Tree	EA	\$ 1,500.00	1	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	
Picnic Table	EA	\$ 3,000.00	1	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	
Shade Structure	EA	\$ 50,000.00	1	\$ 50,000.00	Not Included	\$ 50,000.00	Not Included	<a href="https://www.iconselters.com/products/mp10x12ts-p3-20-120-30~51263">https://www.iconselters.com/products/mp10x12ts-p3-20-120-30~51263</a>
<b>Subtotal</b>				<b>\$ 86,562.50</b>	<b>\$ 36,562.50</b>	<b>\$ 86,562.50</b>	<b>\$ 36,562.50</b>	
MOBILIZATION		10%		\$ 18,756.25	\$ 13,756.25	\$ 13,256.25	\$ 8,256.25	
CONTINGENCY		15%		\$ 28,134.38	\$ 20,634.38	\$ 19,884.38	\$ 12,384.38	
<b>TOTAL</b>				<b>\$ 234,453.13</b>	<b>\$ 171,953.13</b>	<b>\$ 165,703.13</b>	<b>\$ 103,203.13</b>	



METCO LANDSCAPE, INC.

## Monthly Maintenance Report for Roxborough Village Metropolitan District

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

### REVIEW OF GANTTED OPERATIONS

#### Turf

TURF WAS FERTILIZED LAST WEEK OF JUNE THE LACK OF MOISTURE AND EXCESSIVE HEAT THIS YEAR HAS CREATED AND CAUSED SOME HOT SPOTS

#### Shrub Beds

WE CONTINUE TO SPRAY FOR WEEDS IN THE SHRUB BEDS WITH ROCK AND HAVE DONE A HARD PRUNE ON THE DEAD STEMS OF ROSE PLANTS AND SHRUBS

#### Trees

WE HAVE SEEN A NUMBER OF TREES THAT DID NOT MAKE IT DUE TO THE COLD SNAPS WE HAD IN APRIL AND LAST OCTOBER I HAVE BEEN IN TOUCH WITH THE TREE COMPANY TO GET THEM REMOVED

#### Irrigation

ITS BEEN A DRY AND HOT YEAR SO FAR. WE STILL CONTINUE TO BATTLE SOME LEAKS IN THE SYSTEM BUT TRY TO KEEP UP WITH IT BEING SO DRY AND HOT

#### Site Policing

POLICEING IS ONGOING FOR DOGGY POTS AND TRASH. THERE HAS BEEN A LOT MORE DISPOSAL BAGS USED DUE TO THE ACTIVITY AROUND THE COMMUNITY WITH THE COVID SITUATION

#### Overall Site

WE HAVE FINISHED UP WITH MULTCHING TREES IN THE COMMUNITY ALSO REFRESHING THE PLAYGROUND CHIPS IN THE PLAY AREAS.

#### Review of Operatons for Upcoming Month:

*Schedule, Gantt, special Needs, Concerns, Areas of Focus* WE WILL START TO ROCK THE SIDES OF THE NEW CONCRETE PATHS INSTALLED WE WILL ALSO BE WORKING ON PLANTING THE PERRENIALS AND SHRUBS



Total: **\$3,500.00**

**NS OF** *This proposal is valid for 60 days. After 60 days, pricing may need to be revised*

CONDITIO

**Extra Work Proposal 7/15/2020**

**CONTRACT SPECIFICATIONS & LIMITATIONS**

All material is guaranteed to be as specified in

Unit Prices – The Base

Alternates / Time &

Scheduling – Landscape enhancement 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

**PHOTOS  
DAPLM**

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

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

RECORD OF PROCEEDINGS

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

HELD

Tuesday, June 16, 2020

A special meeting of the Board of Directors of the Roxborough Village Metropolitan District (referred to hereafter as the “Board”) was convened on Tuesday, June 16, 2020 at 6:00 p.m. via ZOOM. The meeting was open to the public.

**ATTENDANCE**

In Attendance were Directors:

Calvin Brown  
Debra Prysby  
Ed Wagner  
Garry Cook  
Ephram Glass

Also in Attendance were:

Katie James, Esq.; Folkestad Fazekas Barrick & Patoile, P.C.  
Scott Barnett; Mulhern MRE Inc.  
Bill Barr; Metco Landscaping  
Steven Bailey and George Beidenstein; Bailey Tree  
Kimberly Armitage; Denver YMCA  
Matt Williams and Kathie Haire; Douglas County  
Todd Wenskoski; Livable Cities Studio  
Anna Jones, Janece Soendker and Andrew Williams;  
CliftonLarsonAllen LLP  
Ben Kelly  
Deb Foltz; resident

**CALL TO ORDER**

The meeting was called to order at 6:12 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 Brown, seconded by Director Glass, and upon vote unanimously carried, the Board

## RECORD OF PROCEEDINGS

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approved the agenda as amended to move the discussion regarding the pedestrian issues to public comments.

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

Deb Foltz, Roxborough resident, addressed the Board and indicated she would like to reinstate/rebuild the playground on the east side of Rampart Range Road where there used to be a playground that has since been dismantled. Ms. Jones indicated there is a new policy for resident-led projects and a brief application. Ms. Jones indicated her office will forward the application and policy for her to review and complete and bring forward at the July Board meeting. Ms. Foltz indicated she would do so.

Kathie Haire and Matt Williams from Douglas County Traffic attended the meeting. Ms. Haire discussed the traffic-pedestrian conflict that recently occurred on Rampart Range Road and indicated the Federal Highway Administration (FHWA) has provided interim guidance that provides for a flashing beacon that is more rapid and is called a Rectangular Rapid Flashing Beacon RRFB. The Board discussed the possibility of considering a HAWK signal as an alternative, and perhaps some striping or other road treatments to slow traffic. Ms. Haire indicated she was amenable to those considerations. Ms. Jones will follow up with her and bring back more information to the July meeting.

### **CONSENT AGENDA**

- A. Consider Approval of the May 19, 2020 Special Meeting Minutes
- B. Review and Accept the Cash Position and Property Tax Schedule
- C. Ratify Approval of SDA Membership Renewal

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

### **FINANCIAL ITEMS**

- A. Review and Consider Approval of 2019 Draft Audit

Ms. Soendker reviewed the 2019 Audit with the Board. After discussion, upon a motion duly made by Director Brown, seconded by Director Glass, and upon vote unanimously carried the Board approved the 2019 Draft Audit.

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

## RECORD OF PROCEEDINGS

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Ms. Soendker reviewed the autopay and bill.com. Due to the new bill.com system, and the inability of the Board to renew prior to the June meeting, the check list will be brought back to the July meeting and the Board will ratify May and June bills at that time.

### DISCUSSION AGENDA

A. Discuss Pedestrian Safety on Rampart Range Road

Discussed earlier under public comments.

B. Bailey Tree Updates

George Beidenstein of Bailey Tree reviewed the status of the trees in the District that were damaged in the late April freeze. Bailey has inventoried those trees as well as trees recently damaged in last week's wind storm. Bailey will work with Metco to develop a re-planting strategy to bring back at the July Board meeting. Mr. Beidenstein also indicated that the 20 new trees that were recently planted are doing well.

### DIRECTOR ITEMS

A. Fall Festival Updates – Spring Fling vs. Fall Festival

Director Brown reviewed the challenges of producing a fall festival and recommended a “spring fling”. The Board concurred, recommending that the end of May or early June (avoiding Memorial Day) might be better timing than Fall of 2020.

B. Other

None.

### MANAGER MATTERS

A. Master Plan/Spillway Follow-up

Mr. Wenskoski and Mr. Barnett provided an update on the design and engineering concepts for the spillway. The Board had comments regarding some modifications to the design. Director Brown asked about the phasing of the design shown. Mr. Wenskoski indicated the drawing as shown can be implemented this year and is intended to be built upon for future phases. Mr. Barnett and Mr. Wenskoski indicated they would bring back some order-of-magnitude costs and a plan outline for the spillway design at the July meeting. Director Brown asked about the timing of building this out. Mr. Barnett and Mr. Wenskoski indicated the initial work can be constructed in late fall.

B. Feasibility Study Follow-Up

## RECORD OF PROCEEDINGS

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Kimberly Armitage with the YMCA reviewed progress on the feasibility study for the recreation center. Currently underway are soil assessments and 3-D modeling. A general contractor will do some pro-bono costing estimates. She also indicated the community survey is underway and the response rate is good. Ms. Armitage will work with the management team to pursue additional communications to follow-up with residents regarding the survey completion. Ms. Armitage indicated that the proposed Spring Fling would be an opportunity to reach out to residents about the recreation center.

### C. Community Outreach/Strategic Communications

Ben Kelly introduced himself, discussed his background, and reviewed his proposal for strategic communications with the board. He described the kind of strategies that can be successful in an education campaign and community development projects.

After discussion, upon a motion duly made by Director Wagner, seconded by Director Cook and upon vote unanimously carried, the Board approved Mr. Kelly's proposal for communication services.

### D. Special Meeting early August-Spillway and Recreation Center Update

A Special Meeting will be scheduled to review updated progress on the spillway project and recreation center feasibility study. Ms. Jones noted that management will follow-up with the Board and consultants to get the meeting scheduled.

### E. Update on Toilets and Fountains

Mr. Williams met on site with Roto Rooter on June 11<sup>th</sup> to have the water fountain installed. He also provided an update on the toilets, noting the installation has been delayed until June 24<sup>th</sup> as shipping times are longer due to COVID-19.

Director Brown asked that the management team wait to turn on the water to the bathrooms until all fixtures have been installed.

### F. Discuss Fish in Tadpole Pond

Director Glass discussed ideas for Koi removal from the ponds. The management team will put something on the website

## RECORD OF PROCEEDINGS

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regarding Koi fishing and encourage residents who have permits to fish the Koi out of the pond.

### G. Other

None.

## **LEGAL MATTERS**

### A. Update on Jared Way Encroachments

Ms. James reviewed her correspondence to the residents with the Board.

### 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 Purpose of Receiving Legal Advice on Special Legal Questions, if requested

No action taken.

### C. Review and Consider Approval of Services Agreement with Chavez Services LLC for Repairs at Halley Drive and Dusk Street; Adopt Resolution Approving Services Agreement with Chavez

Ms. James reviewed the agreement with the Board. After discussion, upon a motion duly made by Director Prysby, seconded by Director Cook, and on vote unanimously carried, the Board approved the Services Agreement with Chavez Services LLC., and adopted the Resolution Approving Services Agreement with Chavez.

### D. Update on CAB Agreement and Project

Ms. James reviewed the agreement with the Board, and updated the status. The Agreement has been finalized.

### E. Update on Emergency Disaster Declaration

Ms. James discussed with the Board, noting the Declaration must be renewed every 30 days. Upon a motion duly made by Director Prysby, seconded by Director Glass, and upon vote unanimously carried, the Board approved the continuance of the Emergency Disaster Declaration.

RECORD OF PROCEEDINGS

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F. Update of 14B Parcel

Ms. James updated the Board, noting that the HOA attorney has not updated her yet. Ms. James will reach out to the HOA manager for clarification. The District will move forward with the work on the 14B parcel. Chavez has this on their schedule. Work may be finished by July 4<sup>th</sup>.

**ENGINEERING MATTERS**

A. Discussion re Request from RWSD for Possible Easements

Mr. Barnett reviewed with the Board, noting that the new easement is for a potable water distribution main line. The area considered is underneath power lines along Village Circle East. RWSD has provided rough alignments.

Mr. Barnett reported that what RWSD is proposing is acceptable in concept and suggested it be approved once details are worked out. He recommended asking for a permanent easement and a temporary construction easement.

Discussions regarding a possible community garden in the easement ensued. Mr. Barnett will work on a design.

B. Update on CDR for Dugout

Mr. Barnett updated the Board, noting that CDR has been trying to get fence contractors and has been unsuccessful, noting that the current contract is a \$10,000 not to exceed. The actual cost will be between \$7,000 and \$8,000 for each dugout.

Upon a motion duly made by Director Wagner, seconded by Director Glass, and upon vote unanimously carried, the Board approved an increase to a not to exceed of \$20,000 for the dugouts.

C. Discussion re Western States Reclamation Work Proposal

1. Review and Consider Approval of Resolution Approving Services Agreement with Western States Reclamation, Inc. for 2020

Mr. Barnett discussed the need for this work to be done. Director Glass and Director Prysby requested to be included in conversations regarding plantings.

## RECORD OF PROCEEDINGS

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After discussion, upon a motion duly made by Director Prysby, seconded by Director Glass, and upon vote unanimously carried, the Board approved the Western States Reclamation Proposal in the amount of \$75,070.65 and adopted the Resolution Approving the Services Agreement with Western States Reclamation, Inc. for 2020.

### D. Update on Aerial Mapping and Irrigation Planning

Mr. Barnett reviewed the HydroSystems proposal to prepare a 4.5 acre aerial mapping addition of the Community Park. After discussion, upon a motion duly made by Director Cook seconded by Director Wagner, and upon vote unanimously carried, the Board approved the proposal from Hydrosystems and requested that they prepare aerials of all open space and park areas.

## LANDSCAPE MAINTENANCE

### A. Metco Landscape Report

Mr. Barr reviewed the status of landscaping work in the District, noting that the turf looks good. Metco is performing a weed and feed at the end of the week. Mr. Barr noted that some areas will need a hard prune in order to see if the vegetation is dead or will regrow. Mr. Barr noted there are some breaks in irrigation around Crystal Lake, as well as additional breaks in the native areas in the Roxborough Village Park. Mr. Barr also noted that there is double the amount of dogs and doggie bag usage from last year. He noted Metco has been doing a lot of policing of doggie bag stations. Mr. Barr has followed up with Bailey to ensure trees have been cut down and stumps have been ground.

### B. Review and consider Approval of Proposals

1. Rampart Range Road and Village Circle West - \$16,330

Mr. Barr reviewed the extra work proposal with the Board. The extra work proposal included mulching for all trees in the District, refreshing of playground chips in Crystal and Imperial parks, hard prune on shrubs throughout the District, the installation of additional perennials and shrubs in landscaped islands along Rampart Road, and root fertilization. Upon a motion duly made by Director Glass, seconded by Director Prysby, and upon vote unanimously carried, the Board approved the proposal in the amount of \$16,330.

RECORD OF PROCEEDINGS

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2. Spillway Area Cleanup

Mr. Barr noted that this work will be on a time and maintenance basis. Metco will clean out the drainage pan in the spillway along Rampart Range Rd. but suggested a further investigation into the dredging of the bottom basin where cattails are accumulating.

C. Other

Director Glass reported that residents in Chatfield Farms have been complaining about the increased traffic from the Sterling Ranch expansion. Residents would like to see trees along Waterton Road to reduce noise and exposure. The Board discussed the possibility of looking into a cost sharing agreement to get trees planted along Waterton Road in the future.

He also noted that residents brought up installing a nature play playground under the power lines.

**OTHER BUSINESS**

A. Confirm Quorum for July 21, 2020 Regular Meeting via ZOOM

A quorum was confirmed.

**ADJOURNMENT**

Upon a motion duly made by Director Prysby, seconded by Director Wagner, the Board adjourned the meeting at 9:13 p.m.

Respectfully submitted,

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

Attest:

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

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT**  
**Schedule of Cash Position**  
**March 31, 2020**  
**Updated as of July 16, 2020**

	General Fund	Debt Service Fund	Capital Projects Fund	Total
<b>FirstBank - Checking Account</b>				
Balance as of 03/31/20	\$ 53,537.16	\$ -	\$ -	\$ 53,537.16
Subsequent activities:				-
04/22/20 - Check #s 1393-1403	(46,160.77)	-	(8,219.50)	(54,380.27)
04/20/20 - Transfer from Colotrust	46,780.50	-	8,219.50	55,000.00
04/28/20 - Xcel - March	(20.54)	-	-	(20.54)
04/30/20 - Roxborough Water Payment- March	(1,225.73)	-	-	(1,225.73)
04/30/20 - IREA March bills	(839.93)	-	-	(839.93)
04/30/20 - Voided Check # 1369	9,177.31	-	-	9,177.31
04/30/20 - Voided Check # 1403	29.82	-	-	29.82
04/30/20 - Voided Check # 1381	68.00	-	-	68.00
05/18/20 - Roxborough Water Payment- April	(1,299.75)	-	-	(1,299.75)
05/20/20 - Transfer from Colotrust	86,550.83	1,200.00	23,249.17	111,000.00
05/21/20 - Check #s 1404-1415	(84,030.65)	(1,200.00)	(23,249.17)	(108,479.82)
05/22/20 - IREA April bills	(823.25)	-	-	(823.25)
05/22/20 - Wire to Plumb Marketing, invoice# 54764	(2,044.23)	-	-	(2,044.23)
05/27/20 - Xcel - April	(20.40)	-	-	(20.40)
06/09/20 - IREA May bills	(113.66)	-	-	(113.66)
06/16/20 - Roxborough Water Payment- May	(1,603.79)	-	-	(1,603.79)
06/19/20 - Transfer from Colotrust	115,281.14	-	58,718.86	174,000.00
06/23/20 - ADP Payroll/Taxes- Jan- May	(3,552.45)	-	-	(3,552.45)
06/25/20 - Bill.com Payments	(93,859.33)	-	(5,307.50)	(99,166.83)
06/26/20 - Bill.com Payments	(12,791.71)	-	(2,750.00)	(15,541.71)
06/26/20 - Douglas County Libraries	75.00	-	-	75.00
06/29/20 - Xcel - May	(20.28)	-	-	(20.28)
07/02/20 - Bill.com Payments	(2,606.28)	-	(50,661.36)	(53,267.64)
Anticipated ADP Payroll/taxes - June	(538.25)	-	-	(538.25)
Anticipated Payables	(77,741.21)	-	(8,840.20)	(86,581.41)
Anticipated Xcel payment - June bills	(20.31)	-	-	(20.31)
Anticipated IREA Payment - June bills	(1,193.57)	-	-	(1,193.57)
Anticipated Roxborough Water payment - June bills	(3,238.62)	-	-	(3,238.62)
Anticipated Transfer from Colotrust	91,159.80	-	8,840.20	100,000.00
<i>Anticipated Balance</i>	<u>68,914.85</u>	<u>-</u>	<u>-</u>	<u>68,914.85</u>
<b>Colotrust - Plus</b>				
Balance as of 03/31/20	719,726.31	1,536,712.97	1,776,220.34	4,032,659.62
Subsequent activities:				
04/03/20 - IREA Capital Credit Allocation	1,197.55	-	-	1,197.55
04/10/20 - March PTAX	42,945.13	27,443.98	-	70,389.11
04/20/20 - Transfer to Checking	(46,780.50)	-	(8,219.50)	(55,000.00)
04/30/20 - Interest Income	1,105.57	2,579.67	-	3,685.24
05/10/20 - April PTAX	86,902.24	65,054.19	-	151,956.43
05/11/20 - Douglas County Libraries Refund	75.00	-	-	75.00
05/18/20 - Transfer to UMB	-	(238,672.76)	-	(238,672.76)
05/22/20 - Transfer to Checking	(86,550.83)	-	(23,249.17)	(111,000.00)
05/27/20 - D/S Interest Payment	-	(23,649.50)	-	(23,649.50)
05/31/20 - Interest Income	741.71	1,730.65	-	2,472.36
06/10/20 - May PTAX	79,133.74	57,697.07	-	136,830.81
06/15/20 - CTF Q2	-	-	8,879.63	8,879.63
06/19/20 - Transfer to Checking	(115,281.14)	-	(58,718.86)	(174,000.00)
06/30/20 - Interest Income	475.31	1,109.06	-	1,584.37
07/10/20 - June PTAX	358,149.20	290,884.51	-	649,033.71
Anticipated Transfer to Checking	(91,159.80)	-	(8,840.20)	(100,000.00)
<i>Anticipated Balance</i>	<u>950,679.49</u>	<u>1,719,689.84</u>	<u>1,686,072.24</u>	<u>4,356,441.57</u>
<b>UMB - 1993 A &amp; B Bond Fund</b>				
Balance as of 03/31/20	-	1,195,794.30	-	1,195,794.30
Subsequent activities:				
04/30/20 - Interest Income	-	307.57	-	307.57
05/18/20 - Transfer from Colotrust	-	238,672.76	-	238,672.76
05/31/20 - Interest Income	-	9.93	-	9.93
06/30/20 - Debt Service Interest Payment	-	(69,697.24)	-	(69,697.24)
06/30/20 - Interest Income	-	11.07	-	11.07
<i>Anticipated Balance</i>	<u>-</u>	<u>1,365,098.39</u>	<u>-</u>	<u>1,365,098.39</u>
<b>Anticipated Balances</b>	<u>\$ 1,019,594.34</u>	<u>\$ 3,084,788.23</u>	<u>\$ 1,686,072.24</u>	<u>\$ 5,790,454.81</u>

**Yield information (as of 06/30/20):**

First Bank - 0.0%  
Colotrust Plus - 0.50%

Roxborough Village Metro District  
Unpaid Bills  
July 16, 2020

Vendor	Invoice #	Amount
<b><u>ACH Payments</u></b>		
*Intermountain Rural Electric Association	25782000	\$ 514.48
*Intermountain Rural Electric Association	25968000	22.02
*Intermountain Rural Electric Association	85311000	23.15
*Intermountain Rural Electric Association	85350300	21.00
*Intermountain Rural Electric Association	85311102	504.00
*Intermountain Rural Electric Association	26129901	21.00
*Intermountain Rural Electric Association	85210100	66.47
*Intermountain Rural Electric Association	21367302	21.45
*Roxborough Water & Sanitation District	7122027	1,365.60
*Roxborough Water & Sanitation District	7124611	770.30
*Roxborough Water & Sanitation District	7122162	802.42
*Roxborough Water & Sanitation District	7121316	194.70
*Roxborough Water & Sanitation District	7122381	105.60
*Xcel Energy	53-2326583-6	20.31
		4,452.50
<b><u>Check or ePayment</u></b>		
ARK Ecological Services, LLC	3448	10,150.74
CliftonLarsonAllen, LLP	2550337	14,810.52
HydroSystems	20258	3,300.00
Metco Landscape, LLC	SM182108	13,797.00
Metco Landscape, LLC	547712	712.00
Metco Landscape, LLC	549858	4,131.42
Metco Landscape, LLC	550001	3,375.00
Metco Landscape, LLC	550559	709.43
Metco Landscape, LLC	550279	7,225.00
Metco Landscape, LLC	550297	910.00
Metco Landscape, LLC	SM188896	13,797.00
Mulhern MRE Inc.	MMRE62055	340.00
Mulhern MRE Inc.	MMRE62053	4,577.85
Mulhern MRE Inc.	MMRE62056	1,041.85
Mulhern MRE Inc.	MMRE62054	408.00
Patriot Pest Control	964318	2,000.00
United Site Services	114-10548501	172.80
United Site Services	114-10548503	172.80
Utility Notification Center of Colorado	220061049	-
WIPFLI LLP	1645408	4,950.00
		86,581.41
Grand Total		\$ 91,033.91

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

	Current Year							Prior Year			
	Property Taxes	Delinquent Taxes, Rebates and Abatements	Specific Ownership Taxes	Interest	Treasurer's Fees	Net Amount Received	% of Total Property Taxes Received		Total Cash Received	% of Total Property Taxes Received	
							Monthly	Y-T-D		Monthly	Y-T-D
January	\$ 36,897.20	\$ -	\$ 15,073.46	\$ -	\$ (553.44)	\$ 51,417.22	2.04%	2.04%	\$ 107,497.35	2.53%	2.53%
February	771,470.09	-	10,716.77	-	(11,572.05)	770,614.81	42.57%	44.61%	1,366,897.70	42.52%	45.05%
March	60,864.98	-	10,431.17	6.03	(913.07)	70,389.11	3.36%	47.97%	138,944.83	3.52%	48.57%
April	144,308.02	-	9,813.05	-	(2,164.64)	151,956.43	7.96%	55.93%	242,363.71	6.87%	55.44%
May	127,842.92	-	10,840.72	65.81	(1,918.64)	136,830.81	7.06%	62.99%	319,919.86	9.23%	64.67%
June	644,839.65	-	13,678.06	191.48	(9,675.48)	649,033.71	35.59%	98.57%	1,092,289.73	33.79%	98.46%
July	-	-	-	-	-	-	0.00%	98.57%	60,808.27	0.96%	99.42%
August	-	-	-	-	-	-	0.00%	98.57%	40,946.33	0.35%	99.78%
September	-	-	-	-	-	-	0.00%	98.57%	31,451.65	0.05%	99.83%
October	-	-	-	-	-	-	0.00%	98.57%	18,662.53	-0.26%	99.57%
November	-	-	-	-	-	-	0.00%	98.57%	26,396.63	-0.06%	99.51%
December	-	-	-	-	-	-	0.00%	98.57%	32,171.88	0.00%	99.51%
<b>Total</b>	<b>\$ 1,786,222.86</b>	<b>\$ -</b>	<b>\$ 70,553.23</b>	<b>\$ 263.32</b>	<b>\$ (26,797.32)</b>	<b>\$ 1,830,242.09</b>	<b>98.57%</b>	<b>98.57%</b>	<b>\$ 3,478,350.47</b>	<b>99.51%</b>	<b>99.51%</b>

Taxes Levied	% of Levied	Property Taxes Collected	% Collected to Amount Levied
\$ 982,751	54.23%	\$ 968,729.42	98.57%
829,326	45.77%	817,493.44	98.57%
<b>\$ 1,812,077</b>	<b>100.00%</b>	<b>\$ 1,786,222.86</b>	<b>98.57%</b>

Chatfield Farms
\$ 261,722.00
-
<b>\$ 261,722.00</b>

**Property Tax**

General Fund  
 Debt Service Fund

**Specific Ownership Tax**

General Fund  
 Debt Service Fund

**Treasurer's Fees**

General Fund  
 Debt Service Fund

**Roxborough Village Metro District  
Unpaid Bills  
06.11.20**

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

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

**A RESOLUTION APPROVING SERVICES AGREEMENT**  
**WITH BEN KELLY**

The Roxborough Village Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), has received a proposal from Ben Kelly, a sole proprietor, (the “Contractor”), to provide community outreach and communications as more specifically described in the Services Agreement attached hereto as Schedule A (the “Agreement”); and

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

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

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

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

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

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

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

ATTEST:

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

**SCHEDULE A**

Services Agreement with Ben Kelly

## SERVICES AGREEMENT

**THIS SERVICES AGREEMENT** (this "Agreement"), is made and entered into this \_\_\_ day of June, 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 **BEN KELLY**, whose address is 1655 Glencoe Street, Denver, Colorado 80220 (the "Contractor").

**DISTRICT'S REPRESENTATIVE.** District hereby designate 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:	<u>303-596-5638</u>
Fax Number:	_____
Email address:	<u>benwkelly28@gmail.com</u>
Contact Person:	<u>Ben Kelly</u>

### IT IS HEREBY AGREED AS FOLLOWS:

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

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

**CONTRACT PRICE.** Subject to the provisions of the Terms and Conditions, District agrees to pay, and Contractor agrees to accept as compensation for performing the Work, hourly billing up to a sum not to exceed Forty-Seven Thousand Five Hundred Dollars and 00/100 (\$47,500.00) (the "Contract Price"), for services.

### DISTRICT:

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

### CONTRACTOR:

**BEN KELLY**

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

By: \_\_\_\_\_  
Ben Kelly, \_\_\_\_\_

## TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**4. INSURANCE.**

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

b. Required Coverage Amounts.

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

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

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

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

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

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

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

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

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

**6. SAFETY.**

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

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

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

**7. CHANGE ORDER PROCEDURES.**

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

Order suggestion originated with the Contractor and is viewed by the District as a cost-effective savings to the District.

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

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

## 8. DISPUTES.

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

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

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

## 10. TERM.

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

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

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

i. Breaches the terms of this Agreement.

ii. Becomes insolvent, is subject to a petition in bankruptcy filed by or against Contractor, or is placed under control of receiver, liquidator, or committee of creditors.

iii. Assigns or attempts to assign this Agreement without District's prior written consent.

iv. Ceases to function as a going concern or abandons the Designated Territory.

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

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

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

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

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

**END OF TERMS AND CONDITIONS**

**EXHIBIT A**

**Ben Kelly, Scope of Work**

**Roxborough Village Metro District  
Strategic Communications and Community Outreach  
for Recreation Improvements**

**Ben Kelly  
SCOPE OF WORK  
June 16, 2020**

**1. Discovery and Information-Gathering**

Ben Kelly (BK) will research and compile relevant data to help inform that communications strategy. This includes: Roxborough Village election and turnout history; background on analogous projects and election outcomes at other Metro Districts and local governments; materials, surveys, communications, and other community engagement data.

- **Deliverable:** A memo summarizing information on the electoral context.

**2. Develop Strategic Communication & Engagement Plan**

BK will develop a strategic communications and engagement plan to guide outreach and community engagement efforts. This will be completed in coordination with Metro District consultants and Board of Directors.

- **Deliverables:** Communication plan that will include: strategic goals, identification of audiences, summary of communications channels and opportunities, summary of key messages, outline of education documents (e.g., FAQ, fact sheet, internal and external messaging overview), editorial calendar.

**3. Internal Coordination**

BK will coordinate and partner with Metro District consultants, Board of Directors and key stakeholders to communicate the process and progress on the strategic communications plan; assist in responding to project challenges; address issues; and coordinate to ensure alignment with Metro District initiatives and programs.

- **Deliverables:** Monthly reports to Metro District Board of Directors, and attendance at consultant team meetings/calls and Metro District Board meetings as requested.

**4. Coordinate Outreach**

BK will work with Metro District consultants and Board to form a stakeholder advisory group of Roxborough Village residents to guide the community engagement and education process, and to collect community insights and feedback on the proposed recreation improvements and related issues.

- **Deliverables:** Coordinate regular meetings and events with advisory group. Build and manage an outreach database, tracking contacts with Roxborough Village residents and stakeholders.

## **5. Additional Components**

At the discretion of Metro District consultants and Board, other task orders outside of the scope of work may arise during the project timeline in support of project strategies and goals. These may include informational direct mail pieces, canvassing, collateral, events and town halls.

### **Timeline**

The strategic communications and community outreach project would commence at start of contract and is anticipated to continue to August 1, 2021. A new Services Agreement will be formalized, subject to Board approval, for the 2021 calendar year.

### **Compensation**

BK consulting rate for this project is \$150.00/hour. BK total compensation not-to-exceed \$47,500.00.

### **Billing**

BK will invoice the Metro District on the first day of each month, and invoices will include notes on hours accumulated and description of work/activity. The invoice schedule:

**2020:** August 1 (for work performed in July), September 1 (August), October 1 (September), November 1 (October), December 1 (November)

**\*2021:** January 1 (December), February 1 (January), March 1 (February), April 1 (March), May 1 (April), June 1 (May), July 1 (June), August 1 (July)

\*2021 subject to Board approval and appropriations for calendar year 2021

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

**A RESOLUTION APPROVING SERVICES AGREEMENT**  
**WITH HYDROSYSTEMS KDI**  
**FOR IRRIGATION SYSTEMS EVALUATION AND CONSULTING SERVICES**

The Roxborough Village Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), has received a proposed Irrigation Systems Evaluation and Consulting Services proposal from HydroSystems KDI, a Colorado corporation, (the “Contractor”), as more specifically described in the Services Agreement attached hereto as Schedule A (the “Agreement”); and

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

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

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

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

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

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

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

ATTEST:

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

**SCHEDULE A**

2020 Services Agreement with HydroSystems KDI

## SERVICES AGREEMENT

**THIS SERVICES AGREEMENT** (this “Agreement”), is made and entered into this \_\_\_ day of June, 2020, by and between **ROXBOROUGH VILLAGE METROPOLITAN DISTRICT**, a quasi- municipal corporation and political subdivision of the State of Colorado, whose address is c/o CliftonLarsonAllen LLP, 8390 E. Crescent Parkway, Suite 500, Greenwood Village, Colorado 80111-4814 (the “District”), and **HYDROSYSTEMS KDI**, a Colorado corporation, whose address is 860 Tabor Street, Suite 200, Lakewood, Colorado 80401 (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. #:	19931027405
Telephone Number:	303-980-5327
Fax Number:	
Contact Person:	John Keesen

### IT IS HEREBY AGREED AS FOLLOWS:

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

In **Exhibit A**, the following terms and conditions are hereby deleted and replaced as follows:

A.6 The entire cost of the Work as approved herein will not exceed the Contract Price, inclusive of Contractor expenses including but not limited to printing costs, mileage, and other miscellaneous project costs.

A.7. Client agrees to pay all invoices fees and costs within 60 days of billing.

A.19 Is superseded by Section 10 of the Terms and Conditions herein.

In any other conflicts between Exhibit A and the Terms and Conditions herein, the Terms and Conditions shall control.

**CONTRACT PRICE.** Subject to the provisions of the Terms and Conditions, District agrees to pay, and Contractor agrees to accept as full compensation for performing the Work, a sum not to exceed Ten Thousand Eight Hundred Twenty-Five and 00/100 Dollars (\$10,825.00) (the “Contract Price”).

### DISTRICT:

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

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

### CONTRACTOR:

**HYDROSYSTEMS KDI**,  
a Colorado corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

## TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**4. INSURANCE.**

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

b. Required Coverage Amounts.

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

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

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

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

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

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

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

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

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

**6. SAFETY.**

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

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

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

**7. CHANGE ORDER PROCEDURES.**

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

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

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

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

## **8. DISPUTES.**

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

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

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

## **10. TERM.**

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

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

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

i. Breaches the terms of this Agreement.

ii. Becomes insolvent, is subject to a petition in bankruptcy filed by or against Contractor, or is placed under control of receiver, liquidator, or committee of creditors.

iii. Assigns or attempts to assign this Agreement without District's prior written consent.

iv. Ceases to function as a going concern or abandons the Designated Territory.

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

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

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

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

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

**END OF TERMS AND CONDITIONS**

**EXHIBIT A**  
**SCOPE OF WORK**

***Proposed Scope of Services***

***Final Irrigation System Design***

Proposed Services:

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

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

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

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

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

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

Final Design Products:

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

Proposed Final Design Fee:

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

***Proposed Scope of Services***

***Construction Observation Services***

**Proposed Services:**

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

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

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

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

**Construction Period Products:**

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

**Proposed Construction Period Fee:**

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

**Irrigation System Design**

**Proposed Scope of Services Summary**

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

**Fee Summary:**

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

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

**Hourly Rates:**

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

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

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

**General Conditions:**

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

*Irrigation System Design*

*Proposed Scope of Services Summary*

**TERMS AND CONDITIONS**

A. Standard Terms

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

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

**Acceptance and Agreement**

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

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

**HydroSystems•KDI**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Accepted:**

\_\_\_\_\_  
Company

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

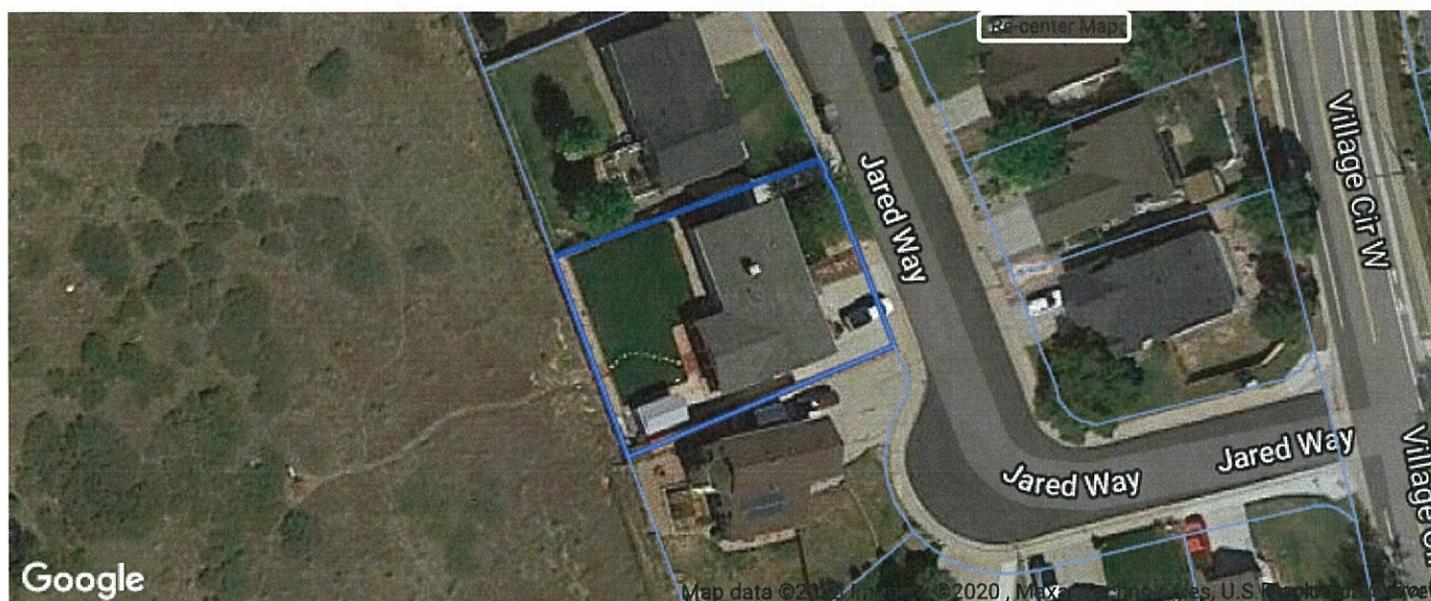


Displaying data for the year 2020

## 7587 JARED WAY LITTLETON, CO 80125

### Ownership Information

JOE BROWN  
7587 JARED WAY  
LITTLETON, CO 80125



Account #: R0339194  
State Parcel #: 2355-021-02-047  
Account Type: Residential  
Tax District: 1901  
Neighborhood-Ext: 302-A

### Owner Info

JOE BROWN  
7587 JARED WAY  
LITTLETON, CO 80125

### Public Land Survey System (PLSS) Location

Quarter: NE; Section: 2; Township: 7; Range: 69

Building Count: 1  
Building Permit Authority:  
Douglas County  
Phone: 303-660-7497

### Subdivision

Name: IMPERIAL HOMES AT  
ROXBOROUGH VILLAGE  
Reception No: 8629896

### Location Description

LOT 5 BLK 1 IMPERIAL HOMES AT ROXBOROUGH  
VILLAGE # 2 0.198 AM/L

### Disclaimer

The location description may not be a complete legal  
description of the property.

←  
Panic table  
HH Space  
→  
2nd  
Neighboring





**Roxborough Village Metropolitan District  
Community Requests**

Resident Name: Deb + Rob Foltz

Contact Information: 720-939-8121

Request to the Board. Please be as thorough as possible, for example:

What do you want to do? We would like the playground re-installed that is located in the open space off Kompert Range East of Shell

Where do you want to do it? The existing sandlot that previously had a playground. Area is already marked off.

How much will the project cost? \$15,000

How do you propose to pay for it? District + Fundraising

Who do you propose to maintain it? Maintenance could be completed by Arrowhead Shores Residence

How will maintenance be paid and who will be responsible for payment of that? This could be completed by Arrowhead Shores Residence w/ District help for equipment maintenance. Grounds maintenance to be completed by residents.  
Plan for execution of the request. Please be as thorough as possible.

What controls will need to be put in place, if any? \_\_\_\_\_

What residents will be responsible for the project management, or is it proposed to be District managed? Residents + Deer Creek Church could help with ins  
Once the playground equipment was delivered to site

What materials or supplies are needed? Once equipment is at site residents + church can place equipment for setup.

How long will it take? 8-12 HRS

Approximate start and end dates for project. September 2020 -> Continued monthly maintenance by residents. Every 6 month main by District.

Assistance requested from the Board:

Help w/ Funding for new playground that will replace the one taken down 2 years ago.

Other relevant information:

I'm happy to provide a resident contract for ground maintenance + setup Also I can get a list of residents that wish for this park to return to the site.

Prior to submitting a request, please review the attached Resolution 2020 \_\_\_\_ A Resolution Implementing A Policy and Procedure for Resident and Community Requests to the District as well as the District's Rules and Regulations which can be found online at <http://roxboroughmetrodistrict.org/rules.htm>



Supplementing crosswalk signs with an RRFB has been proven to increase safety and yield rates. This rapid flashing beacon is an improvement on the traditional crosswalk warning light because it uses high-intensity LEDs, which are exceptionally noticeable for drivers both during the day and at night. Their amber color and quick flash pattern (wig-wag + simultaneous or WW+S) make them easily visible when headlight glare, wet roads, or other situations create difficult nighttime lighting conditions. **Studies have shown that the RRFBs can improve driver yield rates up to 96% and reduce crashes by 47%.**

Vendor	Invoice #	Date	Amount
<b><u>ACH Payments</u></b>			
*Intermountain Rural Electric Association	25782000	6/30/2020	\$ 514.48
*Intermountain Rural Electric Association	25968000	6/30/2020	22.02
*Intermountain Rural Electric Association	85311000	6/30/2020	23.15
*Intermountain Rural Electric Association	85350300	6/30/2020	21.00
*Intermountain Rural Electric Association	85311102	6/30/2020	504.00
*Intermountain Rural Electric Association	26129901	6/30/2020	21.00
*Intermountain Rural Electric Association	85210100	6/30/2020	66.47
*Intermountain Rural Electric Association	21367302	6/30/2020	21.45
*Intermountain Rural Electric Association	21419100	7/1/2020	48.00
*Intermountain Rural Electric Association	23509300	7/21/2020	18.00
*Roxborough Water & Sanitation District	7122027	6/30/2020	1,365.60
*Roxborough Water & Sanitation District	7124611	6/30/2020	770.30
*Roxborough Water & Sanitation District	7122162	6/30/2020	802.42
*Roxborough Water & Sanitation District	7121316	6/30/2020	194.70
*Roxborough Water & Sanitation District	7122381	6/30/2020	105.60
*Xcel Energy	53-2326583-6	6/30/2020	20.31
			<u>4,518.50</u>
<b><u>Check or ePayment</u></b>			
ARK Ecological Services, LLC	3448	6/30/2020	10,150.74
CliftonLarsonAllen, LLP	2550337	6/30/2020	14,810.52
CliftonLarsonAllen, LLP	2553887	7/17/2020	8,147.45
Folkestad Fazekas Barrick & Patoile, P.C	34702	6/30/2020	1,015.50
Folkestad Fazekas Barrick & Patoile, P.C	34704	6/30/2020	1,166.50
Folkestad Fazekas Barrick & Patoile, P.C	34701	6/30/2020	7,907.00
Folkestad Fazekas Barrick & Patoile, P.C	34703	6/30/2020	570.50
HydroSystems	20258	6/28/2020	3,300.00
Lightning Mobile Services, LLC	4277	7/12/2020	635.00
Livable Cities Studio, Inc.	1353	7/15/2020	3,050.00
Metco Landscape, LLC	SM182108	4/1/2020	13,797.00
Metco Landscape, LLC	547712	5/4/2020	712.00
Metco Landscape, LLC	549858	6/19/2020	4,131.42
Metco Landscape, LLC	550001	6/22/2020	3,375.00
Metco Landscape, LLC	550559	6/30/2020	709.43
Metco Landscape, LLC	550279	6/30/2020	7,225.00
Metco Landscape, LLC	550297	6/30/2020	910.00
Metco Landscape, LLC	SM188896	7/1/2020	13,797.00
Metco Landscape, LLC	551098	7/14/2020	2,003.44
Metco Landscape, LLC	551099	7/14/2020	450.94
Mulhern MRE Inc.	MMRE62055	5/31/2002	340.00
Mulhern MRE Inc.	MMRE62053	5/31/2020	4,577.85
Mulhern MRE Inc.	MMRE62056	5/31/2020	1,041.85
Mulhern MRE Inc.	MMRE62054	5/31/2020	408.00
Mulhern MRE Inc.	MMRE62074	6/1/2020	7,989.40
Mulhern MRE Inc.	MMRE62073	6/15/2020	816.00
Mulhern MRE Inc.	MMRE62075	6/30/2020	136.00
Mulhern MRE Inc.	MMRE62076	6/30/2020	769.85
Patriot Pest Control	964318	7/2/2020	2,000.00
United Site Services	114-10548501	6/25/2020	172.80
United Site Services	114-10548503	6/25/2020	172.80
Utility Notification Center of Colorado	220061049	6/30/2020	-
WIPFLI LLP	1645408	7/8/2020	4,950.00
			<u>121,238.99</u>
Grand Total			<u>\$ 125,757.49</u>