

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT

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

NOTICE OF SPECIAL BOARD MEETING AND AGENDA

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

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

- ACCESS:**
1. To attend via Zoom Videoconference, use the link: URL:
<https://us02web.zoom.us/j/84433952828?pwd=a24rL2VudWZYY3greVQ2YXNPd0xZdz09>
 2. To attend via telephone, dial 346-248-7799 and enter the following additional information:
 - a. Meeting ID: 844 3395 2828
 - b. Passcode: 089018

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

I. CALL TO ORDER

II. DECLARATION OF QUORUM/DIRECTOR QUALIFICATIONS/DISCLOSURE MATTERS

III. APPROVE AGENDA

IV. 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.

V. CONSENT AGENDA (5 MINUTES)

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

- A. Review and Consider Approval of the February 16, 2021 Special Meeting Minutes (enclosed)
- B. Review and Accept the Cash Position and Property Tax Schedule for January (enclosed)
- C. Review and Consider Approval of Current Claims, Approve Transfer of Funds, and Ratify Payment of Autopay Claims and Ratify Approval of Previous Claims (enclosed)

VI. FINANCIAL ITEMS

- A. Other

DISCUSSION AGENDA

VII. DIRECTOR ITEMS (10 minutes)

- A. Environmental Committee Update (enclosed)
 - i. Open Space Management Map from Ark Ecological Services (enclosed)
 - ii. Discuss Waterton Tree Concepts (enclosed)
 - iii. Update on Greenhouse Process and Next Steps
- B. Discuss Community Celebrations
 - i. Summer Party
 - ii. Fall Festival
- C. Other

VIII. MANAGER MATTERS (30 MINUTES)

- A. Master Plan
 - i. Feasibility Follow-Up
 - 1. Feasibility Study Follow-Up (Kim, Rick)
 - 2. Communications Update (Ben, enclosed)

- ii. Spillway Follow-Up
 - 1. Spillway Design Updates, Douglas County Follow Up/Next Steps and Final Budget (Scott)
- iii. Update on New Playground Design (Todd)
 - 1. Discuss Playground Location
- B. Other

IX. 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. Update on Emergency Disaster Declaration
- C. Update on Water Line Project for Roxborough Water and Sanitation District (RWSD)
- D. Discuss Chatfield Farms Inclusion and Reimbursement Agreement
- E. Encroachments Update (enclosed)
- F. Preliminary Discussion Regarding Financial Advisor and Bond Counsel for Possible TABOR Vote (enclosed)
- G. Other

X. ENGINEERING MATTERS (10 MINUTES)

- A. Resident Landscaping in District Right of Way
- B. Update on RWSD Sanitary Sewer Repair Within RVMD Property
- C. Update from Aqua Sierra Regarding Stocking Carp
- D. Mapping Update on the Hogback Open Space
- E. Other

XI. LANDSCAPING MATTERS (10 MINUTES)

- A. Bailey Tree Update via Written Enclosure (enclosed)

- B. Metco Landscape Report (enclosed)
- C. Review and Consider Approval of Proposals
 - i. Proposal to Clean Up Debris (enclosed)
 - ii. Proposal to Oversee Ballfield (enclosed)
 - iii. Proposal for Annual Flower Installation (enclosed)
- D. Other

XII. OTHER BUSINESS (5 MINUTES)

- A. Confirm Quorum for April 19, 2021 Special Meeting via Zoom

XIII. ADJOURNMENT

RECORD OF PROCEEDINGS

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

HELD

Tuesday, February 16, 2021

A special meeting of the Board of Directors of the Roxborough Village Metropolitan District (referred to hereafter as the “Board”) was convened on Tuesday, February 16, 2021 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
Ephram Glass
Garry Cook

Also in Attendance were:

Anna Jones, Nic Carlson, Janece Soendker & Joyce Stiles;
CliftonLarsonAllen LLP (CLA)
Katie James, Esq.; Folkestad Fazekas Barrick & Patoile, P.C.
Bill Barr; Metco Landscaping
Scott Barnett; Mulhern MRE, Inc.
Ben Kelly; Strategic Communications Consultant
Kimberly Armitage; YMCA

CALL TO ORDER

Director Brown called the meeting to order at 6:04 p.m.

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

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

APPROVE AGENDA

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

**PUBLIC COMMENT and/or
GUESTS**

Ms. Soendker announced her retirement and introduced Ms. Stiles as the new accountant for the District.

CONSENT AGENDA

Consider Approval of the January 12, 2021 and January 19, 2021
Special Meeting Minutes:

RECORD OF PROCEEDINGS

Review and Accept the Cash Position and Property Tax Schedule for December:

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

The Board suggested two changes to the January 19, 2021 meeting minutes. 53 Corporation LLC needs to be added and the reference to Waterton Road should be Waterton Canyon Road. Upon a motion duly made by Director Glass, seconded by Director Wagner, and upon vote unanimously carried, the Board approved the Consent Agenda, as amended.

FINANCIAL MATTERS

Review and Consider Approval of December 31, 2020 Unaudited Financial Statements:

Ms. Soendker reviewed the unaudited financial statements with the Board. The Board had questions regarding developer reimbursements. Ms. Soendker indicated she will work with Ms. James to develop a memo along with the explanation of the Chatfield Farms financials.

Other: None.

DISCUSSION AGENDA

DIRECTOR MATTERS

Environmental Committee Update:

Director Glass reviewed the Environmental Committee report with the Board.

Update on Open Space Management from Ark Ecological Services:

Director Glass reviewed the memos from Ark Ecological with the Board. Director Prysby requested a map to accompany the information provided. Mr. Carlson will follow up with Ray Sperger to obtain a map.

Discuss Greenhouse Planning:

Director Glass discussed his plans to build a greenhouse and requested the Board's approval to officially move forward with the greenhouse efforts. Upon a motion duly made by Director Glass, seconded by Director Cook and, upon vote unanimously carried, the Board approved moving forward with planning the

RECORD OF PROCEEDINGS

greenhouse, including for Ms. James to work with the school district to develop a license agreement as necessary.

Other: None.

MANAGER MATTERS

Master Plan:

Feasibility Follow-Up:

Feasibility Study Follow-Up:

Ms. Armitage provided an update to the Board regarding the conceptual design and process with the Rec Center Task Force. She indicated staff is working on financial modeling for the March Task Force Meeting.

Communications Follow-Up by Ben Kelly:

Mr. Kelly provided an update to the Board regarding the task force process, indicating high level themes are emerging.

Spillway Follow-Up:

Spillway Schedule, Douglas County Follow-Up and Budget:

Mr. Barnett provided an update to the Board indicating his team has provided Douglas County with the additional information they requested.

Update on New Playground Design:

No update was provided. No action was taken.

Baseball Field Deposit Checks:

Mr. Carlson reviewed the memo included in the packet with the Board.

Other:

The Board had questions about reserving the playing field and managing their use. Ms. James clarified that teams could use the fields without a permit, but not exclusively. The public may not understand such non-exclusive use if teams are seen on fields. Director Glass will try to identify the soccer teams currently using the Chatfield soccer fields. District staff will encourage such teams to use the permitting process.

LEGAL MATTERS

Update Regarding Final Water Due Diligence Filing and Executive Session Pursuant to C.R.S. Section 24-6-402(4)(B) and

RECORD OF PROCEEDINGS

for the Purpose of Receiving Legal Advice on Special Legal Questions, if requested:

No action taken.

Update on Emergency Disaster Declaration:

Upon a motion duly made by Director Prysby, seconded by Director Wagner and, upon vote unanimously carried, the Board ratified the Continuation of the Emergency Disaster Declaration.

Update on Water Line Project for Roxborough Water and Sanitation District:

Ms. James provided an update to the Board noting that the District is waiting for the executed agreement from Roxborough Water and Sanitation District regarding the potholing.

Update on Other Encroachment Issues:

Staircase

Pebble Path

Other

Ms. James provided an update to the Board on the letters to homeowners on Eagle Rock Drive to address the encroachment issues listed previously. Two responses were received, which both indicated homeowners wanted District landscaping when personal landscaping was removed. The Board inquired what the District should do in those areas to rehabilitate them and directed Mr. Barr to offer options at the next meeting.

Other:

Ms. James indicated there is an easement with Arrowhead HOA to access Crystal Lake Park. The developer has now deeded the tract to the HOA. The HOA asked if Mr. Barnett can work with the HOA to develop an engineering analysis of the pathway. Ms. James and Mr. Barnett feel Mr. Barnett may provide input but may not be contracted by the HOA for the work to avoid any possible conflict of interest.

ENGINEERING MATTERS

Update on RWSD Sanitary Sewer Repair Within RVMD Property:

Mr. Barnett reported the repairs are complete and some small areas of disturbance need to be restored. He noted Director Glass will help to provide native seeds to restore the area in the spring.

RECORD OF PROCEEDINGS

Review and Consider Approval of Proposal from Aqua Sierra to Stock Carp:

Director Glass expressed some concerns regarding Aqua Sierra’s approach. Following discussion, the Board would like Aqua Sierra to attend the March Board meeting to discuss possible options for the proposal. It was noted yard fertilizers and other toxins make their way to the ponds and create imbalances in the environment. No action taken.

Other: None.

LANDSCAPING MATTERS

Bailey Tree Update via Written Enclosure:

The Board reviewed the update provided by Bailey Tree.

Metco Landscape Report:

Mr. Barr reported that the controllers are being upgraded.

Review and Consider Approval of Proposals:

Mr. Barr reported that he is working on a proposal for tree planting.

Other: None.

OTHER BUSINESS

- A. Confirm Quorum for March 16, 2021 Special Meeting via ZOOM

A quorum was confirmed.

ADJOURNMENT

Upon a motion duly made by Director Prysby, seconded by Director Cook and, upon vote unanimously carried, the Board adjourned the meeting at 7:58 p.m.

Respectfully submitted,

By: _____
Calvin Brown, President

Attest:

By: _____
Ed Wagner, Secretary

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
Schedule of Cash Position
December 31, 2020
Updated as of March 9, 2021

	<u>General Fund</u>	<u>Debt Service Fund</u>	<u>Capital Projects Fund</u>	<u>Total</u>
<u>FirstBank - Checking Account</u>				
Balance as of 12/31/20	\$ 52,965.53	\$ -	\$ -	\$ 52,965.53
Subsequent activities:				-
01/08/21- Roxborough Water Payment November	(1,304.82)	-	-	(1,304.82)
01/14/21 - ADP Payroll/taxes	(538.25)	-	-	(538.25)
01/12/21 - Transfer from Colotrust	30,524.44	-	9,475.56	40,000.00
01/19/21 - Bill.com Payment	(19,279.09)	-	(5,813.00)	(25,092.09)
01/25/21 - IREA Payment	(879.30)	-	-	(879.30)
01/27/21 - Roxborough Water Payment December	(1,290.15)	-	-	(1,290.15)
02/01/21 - Bill.com Payment	-	-	(3,662.50)	(3,662.50)
02/01/21 - Xcel Energy December	(21.31)	-	-	(21.31)
02/10/21 - Transfer from Colotrust	21,854.56	-	8,145.44	30,000.00
02/16/21 - Roxborough Water Payment January	(1,290.15)	-	-	(1,290.15)
02/17/21 - Bill.com Payment	(24,010.87)	-	(11,861.70)	(35,872.57)
02/22/21 - IREA Payment	(899.71)	-	-	(899.71)
03/01/21 - Xcel Energy January	(21.24)	-	-	(21.24)
<i>Anticipated ADP Payroll/taxes - February, March</i>	(1,076.50)	-	-	(1,076.50)
<i>Anticipated Payables</i>	(96,725.81)	(1,200.00)	(40,764.69)	(138,690.50)
<i>Anticipated IREA Payment</i>	(795.58)	-	-	(795.58)
<i>Anticipated Roxborough Water payment</i>	(491.80)	-	-	(491.80)
<i>Anticipated Transfer from Colotrust</i>	94,319.11	1,200.00	44,480.89	140,000.00
<i>Anticipated Balance</i>	51,039.06	-	-	51,039.06
<u>Colotrust - Plus</u>				
Balance as of 12/31/20	631,441.93	646,661.08	1,523,892.50	2,801,995.51
Subsequent activities:				
01/08/21 - December PTAX	14,012.63	-	-	14,012.63
01/12/21 - Transfer to Checking	(30,524.44)	-	(9,475.56)	(40,000.00)
01/19/21 - Rental Fee	1,200.00	-	-	1,200.00
01/31/21 - Interest Income	74.94	174.85	-	249.79
02/10/21 - January PTAX	34,095.68	16,129.40	-	50,225.08
02/10/21 - Transfer to Checking	(21,854.56)	-	(8,145.44)	(30,000.00)
02/28/21 - Interest Income	55.25	128.93	-	184.18
<i>Anticipated PTAX January</i>	-	-	-	-
<i>Anticipated Transfer to Checking</i>	(94,319.11)	(1,200.00)	(44,480.89)	(140,000.00)
<i>Anticipated Balance</i>	534,182.32	661,894.26	1,461,790.61	2,657,867.19
<u>UMB - 1993 A & B Bond Fund</u>				
Balance as of 12/31/20	-	582,949.53	-	582,949.53
Subsequent activities:				
01/31/21 - Interest Income	-	11.86	-	11.86
02/28/21 - Interest Income	-	4.96	-	4.96
<i>Anticipated Balance</i>	-	582,966.35	-	582,966.35
<i>Anticipated Balances</i>	\$ 585,221.38	\$ 1,244,860.61	\$ 1,461,790.61	\$ 3,291,872.60

Yield information (as of 02/28/20):

First Bank - 0.0%

Colotrust Plus - 0.0860%

ROXBOROUGH VILLAGE METRO DISTRICT
Property Taxes Reconciliation
2021

	Current Year							Prior Year			
	Property Taxes	Delinquent Taxes, Rebates and Abatements	Specific Ownership Taxes	Interest	Treasurer's Fees	Net Amount Received	% of Total Property Taxes Received		Total Cash Received	% of Total Property Taxes Received	
							Monthly	Y-T-D		Monthly	Y-T-D
January	\$ 37,888.63	\$ -	\$ 12,904.78	\$ -	\$ (568.33)	\$ 50,225.08	2.22%	2.22%	\$ 51,417.22	2.53%	2.53%
February	-	-	-	-	-	-	0.00%	2.22%	770,614.81	42.52%	45.05%
March	-	-	-	-	-	-	0.00%	2.22%	70,389.11	3.52%	48.57%
April	-	-	-	-	-	-	0.00%	2.22%	151,956.43	6.87%	55.44%
May	-	-	-	-	-	-	0.00%	2.22%	136,830.81	9.23%	64.67%
June	-	-	-	-	-	-	0.00%	2.22%	649,033.71	33.79%	98.46%
July	-	-	-	-	-	-	0.00%	2.22%	32,201.29	0.96%	99.42%
August	-	-	-	-	-	-	0.00%	2.22%	17,508.76	0.35%	99.78%
September	-	-	-	-	-	-	0.00%	2.22%	15,757.39	0.05%	99.83%
October	-	-	-	-	-	-	0.00%	2.22%	14,808.13	-0.26%	99.57%
November	-	-	-	-	-	-	0.00%	2.22%	15,349.36	-0.06%	99.51%
December	-	-	-	-	-	-	0.00%	2.22%	14,012.63	0.00%	99.51%
Total	\$ 37,888.63	\$ -	\$ 12,904.78	\$ -	\$ (568.33)	\$ 50,225.08	2.22%	2.22%	\$ 1,939,879.65	99.51%	99.51%

Taxes Levied	% of Levied	Property Taxes Collected	% Collected to Amount Levied
\$ 971,106	56.78%	\$ 21,513.60	2.22%
739,155	43.22%	16,375.03	2.22%
\$ 1,710,261	100.00%	\$ 37,888.63	2.22%

\$ 255,222.00
-
\$ 255,222.00

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
Claims Listing
03.09.21**

Vendor	Invoice #	Description	Balance
ACH			
*Intermountain Rural Electric Association	26129901Feb21	Utilities	\$ 21.00
*Intermountain Rural Electric Association	85311102Feb21	Utilities	504.00
*Intermountain Rural Electric Association	21419100Feb21	Utilities	48.00
*Intermountain Rural Electric Association	25782000Feb21	Utilities	42.55
*Intermountain Rural Electric Association	85210100Feb21	Utilities	97.23
*Intermountain Rural Electric Association	21367302Feb21	Utilities	21.57
*Intermountain Rural Electric Association	25968000Feb21	Utilities	21.90
*Intermountain Rural Electric Association	23509300Feb21	Utilities	18.00
*Intermountain Rural Electric Association	85350300Feb21	Utilities	21.23
			795.48
*Roxborough Water & Sanitation District	7122027Feb21	Nonpotable water purchase usage	192.60
*Roxborough Water & Sanitation District	7121316Feb21	Nonpotable water purchase usage	96.30
*Roxborough Water & Sanitation District	7124611Feb21	Nonpotable water purchase usage	96.30
*Roxborough Water & Sanitation District	7122381Feb21	Nonpotable water purchase usage	106.60
			491.80
		Total ACH	\$ 1,287.28
Check or Epayment			
General			
CliftonLarsonAllen, LLP	2742680	Accounting	\$ 3,109.24
CliftonLarsonAllen, LLP	2739136	District management	7,755.41
CliftonLarsonAllen, LLP	2769537	District management	10,266.02
Colorado Special Districts Property and Liabilit	POL006244	Insurance and bonds	92.00
ET Water Systems, Inc.	38058	Landscape irrigation maintenance	3,107.00
Folkestad Fazekas Barrick & Patoile, P.C	38622	Legal services	3,629.50
Folkestad Fazekas Barrick & Patoile, P.C	38199	Legal services	3,603.00
Foothills Park & Recreation District	SALES000000033646	Foothills Park and Recreation fees	1,197.66
Foothills Park & Recreation District	SALES000000033603	Foothills Park and Recreation fees	1,146.81
Metco Landscape, LLC	560200	Repairs and maintenance	910.00
Metco Landscape, LLC	SM198623	Landscape contract	14,210.83
Metco Landscape, LLC	SM198624	Landscape contract	14,210.83
Metco Landscape, LLC	SM199174	Landscape contract	14,210.83
Metco Landscape, LLC	561326	Snow removal	3,690.00
Metco Landscape, LLC	558674	Snow removal	1,440.00
Metco Landscape, LLC	558673	Snow removal	2,880.00
Metco Landscape, LLC	560160	Snow removal	2,520.00
Metco Landscape, LLC	561327	Snow removal	2,520.00
Metco Landscape, LLC	560199	Tree maintenance	1,500.00
Mulhern MRE Inc.	MMRE62359	Engineering	3,165.85
Mulhern MRE Inc.	MMRE62360	Engineering	136.00
Special District Association of Colorado	28387	Miscellaneous	1,053.33
United Site Services	114-11574114	Portable restrooms	185.75
United Site Services	114-11574117	Portable restrooms	185.75
			96,725.81
Debt Service			
UMB Bank	823318	Paying agent fees	1,200.00
Capital			
CliftonLarsonAllen, LLP	2739136	District management	3,924.00
CliftonLarsonAllen, LLP	2769537	District management	6,018.50
Folkestad Fazekas Barrick & Patoile, P.C	38623	Legal services	2,032.50
Folkestad Fazekas Barrick & Patoile, P.C	38200	Legal services	772.00
Mulhern MRE Inc.	MMRE62361	Engineering	272.00
Douglas Country Government	DV 21 057	Spillway / embankment	251.75
Mulhern MRE Inc.	MMRE62362	Spillway / embankment	2,833.00
Ben Kelly	008.2.2021.1	Master plan	3,225.00
Evolution Builders	19193	Master plan	17,110.94
Livable Cities Studio, Inc.	1415	Master plan	4,325.00
			40,764.69
		TOTAL Checks/Epayment	\$ 138,690.50

TRANSFER & WIRE REQUEST FORM

***PRIORITY:** _____

DISTRICT: _____ DATE OF TRANSFER: _____

AMOUNT: \$ _____

Account Debited: _____ **Account Credited:** _____
(FROM) (TO)

Bank/Institution: _____ Bank/Institution: _____

*ACCOUNT #: _____ *ACCOUNT #: _____

*PURPOSE FOR TRFR: _____

COMPLETED BY:

ACCOUNTANT: _____ DATE: _____

WIRE INSTRUCTIONS:

WIRE TO (BANK): _____

*ROUTING/ABA #: _____

*ACCOUNT NAME (where funds are going to): _____

FURTHER CREDIT (FFC) TO: _____

REF: _____

ATTN: _____

*** These fields MUST be completed.**

Do not use symbols. Example: use No. for #, and for &

Reminder: CSAFE and COLOTRUST are not Banks. CSAFE banks at US Bank and COLOTRUST banks at Wells Fargo

Environmental Committee Updates

Crystal Lake:

We recommend increasing the target water level of Crystal Lake by 1-2 feet to be somewhere between the top and bottom of the rock edging. The primary benefit of this change is to reduce wave action eroding the soil between and under the rocks to further reduce rock slippage. A higher water level will decrease the overall temperature thereby reducing evaporation and algae growth. The downside of raising the water level is it decreases shallow water habitat and the district may lose more water during rainy periods that causes water to overflow into the drain.

Bird houses:

The group that installed the birdhouses in the open space may no longer be actively maintaining the birdhouses. This maintenance is limited to removing the nest debris in the winter and repairing/replacing when necessary. If no one can confirm someone is maintaining the birdhouses, the environmental committee could take up the maintenance if approved by the board.

Smooth Brome Reduction:

Smooth brome is the predominant grass in our open space. It is a non-native grass planted initially by ranchers starting in the 1880s and likely by the Roxborough developers. Smooth brome tends to form monocultures crowding out native species and provides minimal habitat value. Chatfield State Park has undergone extensive removal efforts in the past few years. (Ray Sperger of ARK Ecological helped with those efforts). Based on the good results there, we think we could do something similar but on a smaller and less intensive scale. We would like to experiment with a mowing regimen with spot herbicide applications in a single location (like the field directly south of Tadpole Pond). Since smooth brome does not compete well when heavily grazed (or mowed) compared to native grasses and wildflowers, mowing once in the spring will give native species a competitive advantage. Using spot herbicide applications, followed by native wildflower plantings, we can create "islands" of wildflowers that hopefully will disperse seeds that outcompete the smooth brome. With board approval, we'll get quotes from ARK Ecological and Metco to bring to the board in April. We could also use this as an educational opportunity with signage to explain we're attempting habitat restoration.

Greenhouse:

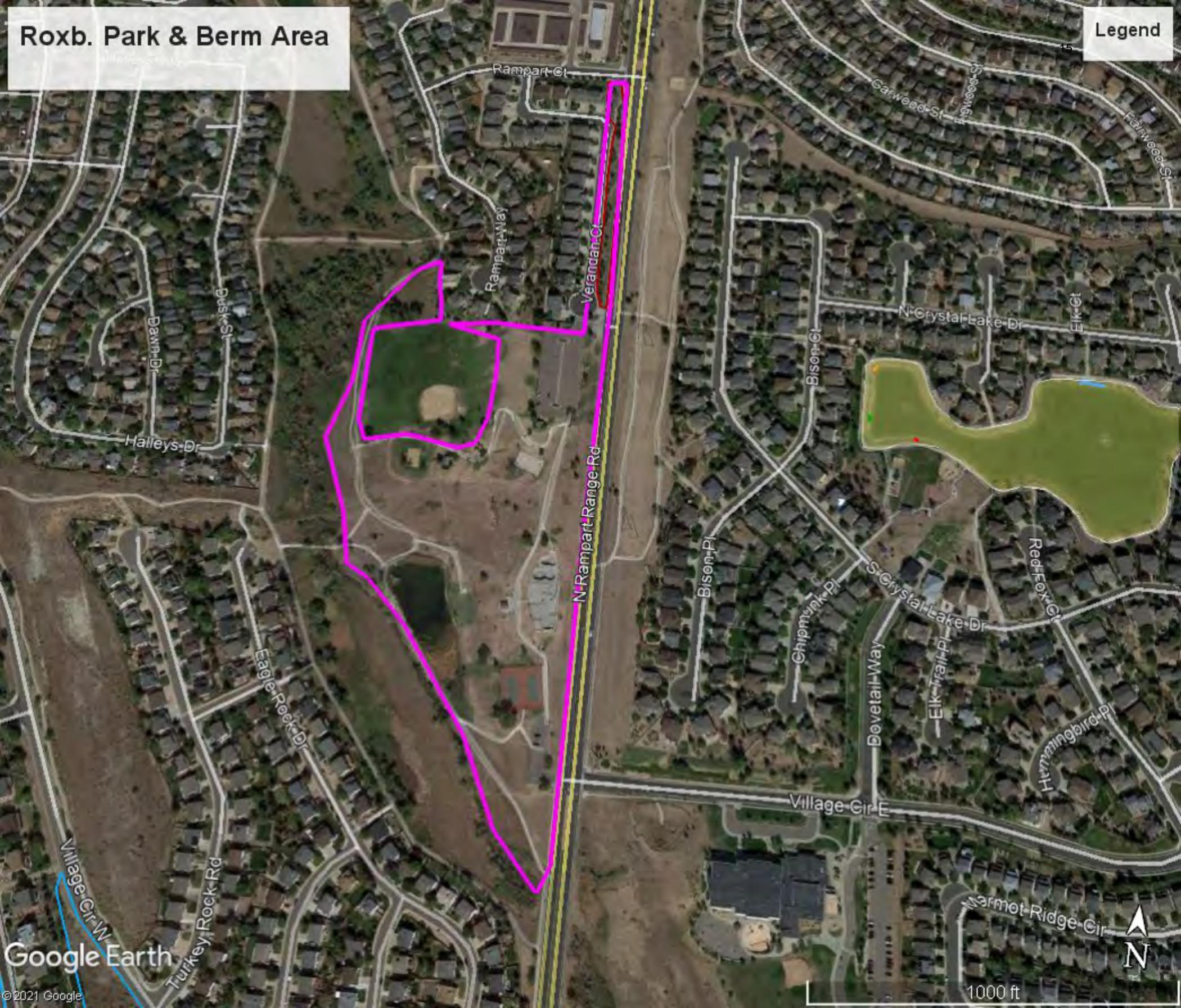
The Intermediate School is good with a concrete footer and with us tapping into their irrigation system. They don't have anyone they typically use for permitting or general contracting, so we'll need to contract that out ourselves. (Note: anything less than 120 sq. ft. doesn't need a permit, but we're aiming for something larger).

Seeding:

The Roxborough Water sewer repair disturbance has been raked and seeded.

Roxb. Park & Berm Area

Legend



Rampart Ct

Rampart Way

Verandah Ct

N Rampart Range Rd

Carwood St

Figwags St

Fairweath St

Dawn Dr

Dusk St

Halley's Dr

N Crystal Lake Dr

Elk Ct

Bison Ct

Bison Pl

Chipmunk Pl

S Crystal Lake Dr

Red Fox Ct

Eagle Rock Dr

Dovetail Way

Elk Trail Pl

Hummingbird Pl

Village Cir E

Village Cir W

Turkey Rock Rd

Warmot Ridge Cir



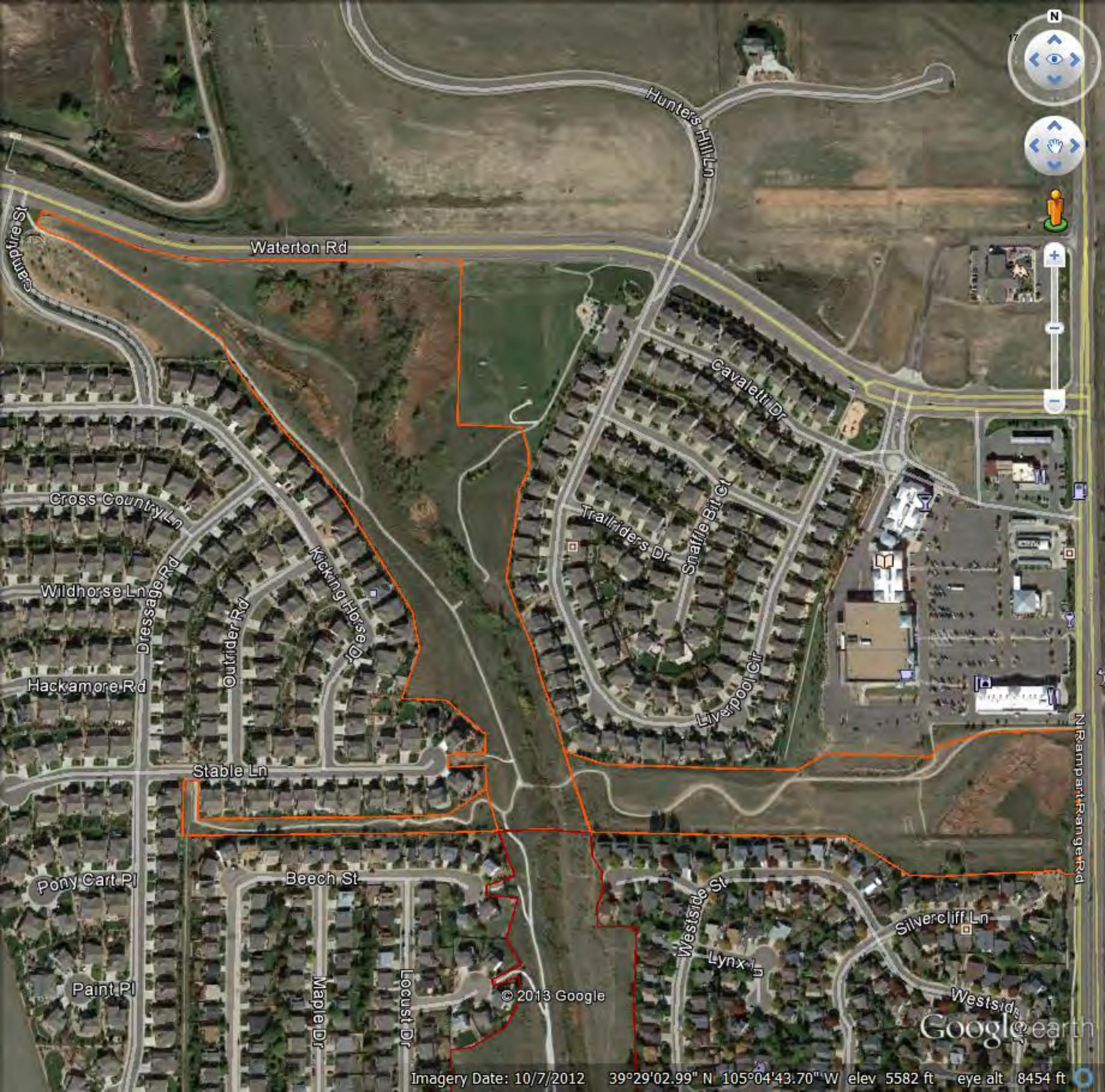
Strip btw. Eagleview Dr & Dressage Rd

Legend

16

16
Cuvert Outlet in Chatfield Farms





Waterton Rd

Hunters Hill Ln

Camfire St

Cavaletti Dr

Cross Country Ln

Trailriders Dr

Wildhorse Ln

Snaffle Bit Ct

Hackamore Rd

Dressage Rd

Kicking Horse Dr

Liverpool Cir

Outrider Rd

Stable Ln

Pony Cart Pl

Beech St

Westside St

Silvercliff Ln

Paint Pl

Maple Dr

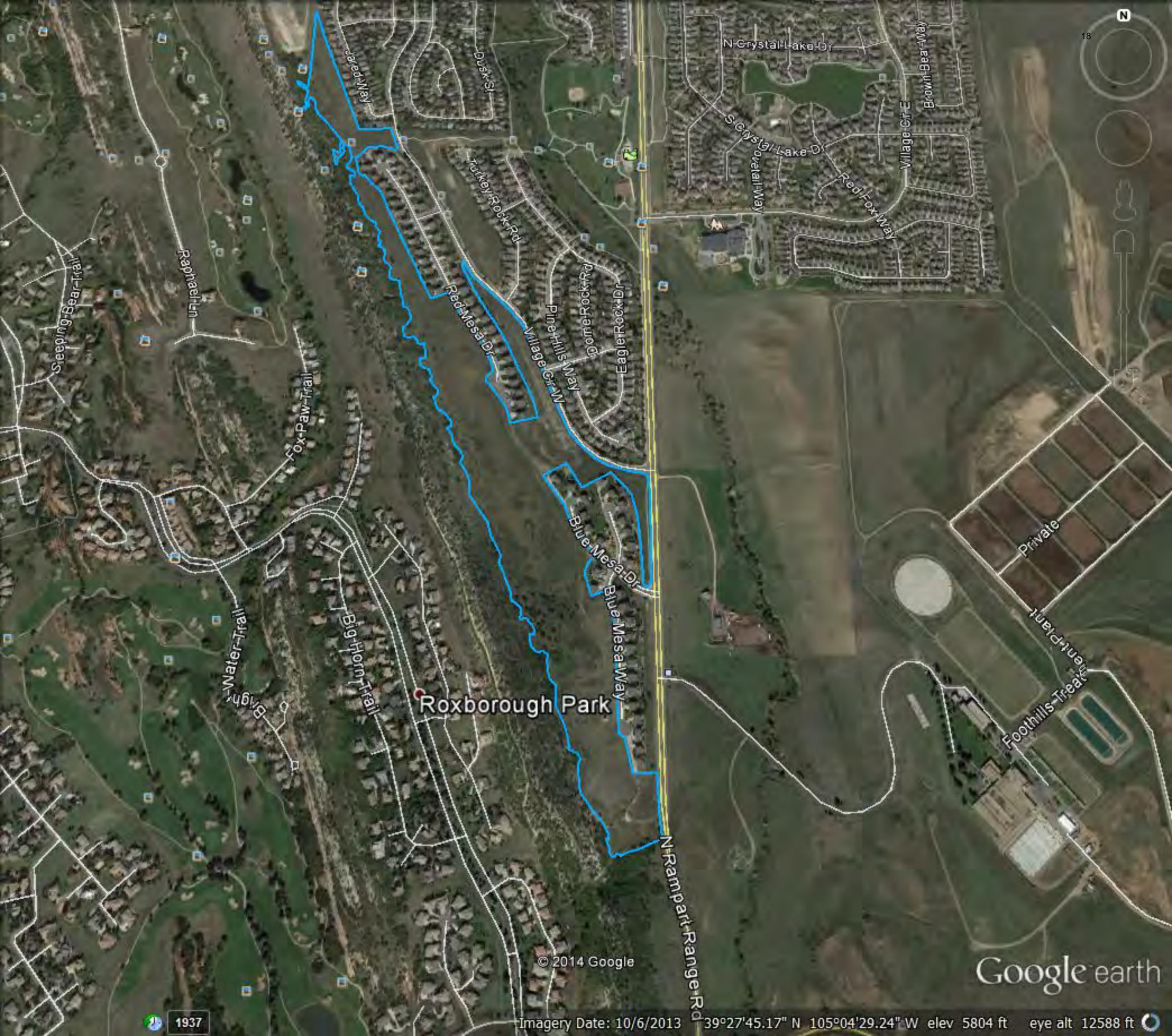
Locust Dr

Lynx Ln

Westside

© 2013 Google

Google Earth



Sleeping-Bear-Trail

Raphael Ln

Fox-Paw-Trail

Water-Trail

Big-Horn-Trail

Roxborough Park

Blue-Mesa-Dr

Blue-Mesa-Way

N-Rainier-Range-Rd

Jared Way

Dusk St

Turkey Rock Rd

Red Mesa Dr

Village Cir W

Pine Hills Way

Gomez Rock Rd

Eagle Rock Dr

N Crystal Lake Dr

S Crystal Lake Dr

Red Fox Way

Village Cir E

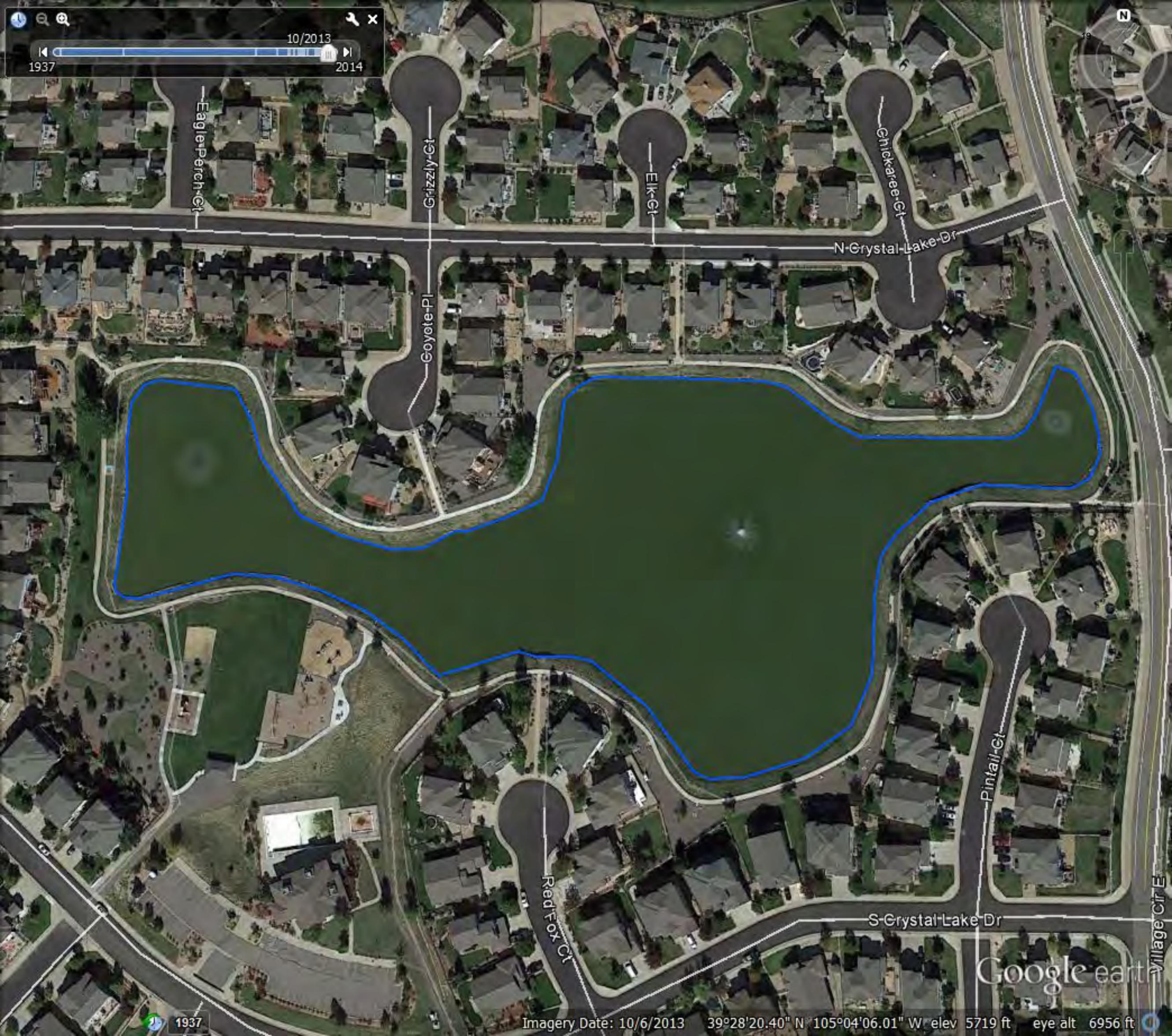
Brown Bear Way

Private

Plantment

Foothills-Treat

10/2013
1937 2014



1937

Imagery Date: 10/6/2013 39°28'20.40" N 105°04'06.01" W elev 5719 ft eye alt 6956 ft

Google earth

Village Cir E



M E M O R A N D U M

MARCH 9, 2021

TO: ROXBOROUGH VILLAGE METRO DISTRICT; CALVIN BROWN, ED WAGNER – METRO DISTRICT
REC CENTER COMMITTEE; ANNA JONES

FR: BEN KELLY

RE: UPDATE ON REC CENTER TASK FORCE & COMMUNICATIONS

We are at the mid-way point of the Rec Center Task Force. The third meeting on March 1 was organized around preliminary financial information, followed by presentations of conceptual designs for three different sizes of facilities.

Preliminary Financing

The February 8 meeting on “Facility Programming” focused on the features, amenities, and services that could be included in a facility. Several questions were raised at that meeting about the connection between rec center features and the overall costs to build and operate a facility, so the consultant team worked hard to present financial information and projections to the Task Force at the March 1 meeting. Kimberly Armitage drew key data points from the Rec Center Feasibility Study, including:

- There are 10,040 households (29,862 pop.) within 5 miles of the Metro District, in addition to the Metro District's 1,250 households and 6,000 population.
- One-half of these households outside the Metro District have children under 18 years old, and 62 percent have household incomes over \$100,000/year.

These data points are two important indicators in the Feasibility Study that there is a solid market for potential memberships to support a Roxborough Village facility. The market research has also shown that the strongest demand is for a facility that combines physical activity and fitness features with spaces for community-oriented programs, meeting areas, and social activities.

The “Mill Levy Financing 101” section of the Task Force meeting focused on:

- 1) reviewing mill levies and how they are calculated,
- 2) translating mill levies to property taxes, and
- 3) estimating mill levies that would be needed to finance the potential construction rec/community center based on size and features.

The Task Force also discussed the Roxborough Village Metro District mill levies, including the general operating mill levy (set at 12.087 mills since 1985), and the mill levy for debt service (which was 34 mills for two-plus decades, reduced to 10.2 in 2019, reduced again to 9.2 in 2021, and will be retired at the end of this year).

To help guide the discussion on conceptual design, the Task Force was presented with three general approaches to financing a rec center, just to ground them in the connection between size of facility, cost to build, and how that translates to mill levies:

Facility size (est.)	Rec Center Mill Levy (est.)	Annual Cost for Homeowner	Monthly Cost for Homeowner
20,000 square feet	10 mills	\$297	\$25
42,000 square feet	21 mills	\$623	\$52
60,000 square feet	35 mills	\$1,039	\$87

Preliminary Conceptual Design

Project architects Will & Perkins presented three potential building layouts for the Community Park site, each of them oriented to take advantage of the park's location, access, views of the hogback, and the slope of the park. (The diagrams of these conceptual designs are included in the [meeting #3 slide deck](#), posted on the Rec Center Task Force page of the Metro District's website.)

- 1) The Clubhouse (appx. 20,000 s.f.) with outdoor pool, smaller fitness center, studio/community room with teaching kitchen, and fitness studio
- 2) Recreation Center (appx. 40,000 s.f.) with indoor lap pool, fitness center, studio-community room with kitchen, high-school gym
- 3) Larger Recreation Center (appx. 60,000 s.f.) with indoor lap pool and adjacent leisure pool, larger fitness center, studio/community room with kitchen, high school & middle school gyms, physical therapy/wellness partner space

Task Force members were clear in their comments that the smaller Clubhouse option was too small, and the small building program—with limited community spaces and an outdoor pool only open in the summer—would not adequately serve the community. Additional main topics of discussion were the size, versatility and functionality of gymnasium space; how to integrate and activate outdoor terrace space with different types of indoor pools (lap pool and/or leisure pool); and the size and features of fitness studio areas. This and other Task Force feedback will be incorporated into revised designs by Perkins & Will that will be presented at the March 22 meeting.

The presentation information from the January, February, and March 1 task force meetings, plus meeting summaries, are posted on the Metro District's website at <https://www.roxboroughmetrodistrict.org/rec-center-task-force>.

Any questions and comments on the Rec Center Task Force can be sent to info@roxboroughmetrodistrict.org and we will respond within one business day. We encourage members of the community to submit questions, ideas and concerns.

Roxborough Village Metro District: Rec Center Task Force

Meeting Summary



The second meeting of the Roxborough Village Rec Center Task Force was held on Monday, February 8. The presentation provided to the Task Force at this meeting can be found at www.roxboroughmetrodistrict.org/rec-center-task-force. Here is a summary of the meeting:

Review of Community Park Site Issues

The Task Force discussed challenges and opportunities with the Community Park site that's proposed for the facility. Issues that the designers are focusing on include parking quantity and location, fire lane access, maintenance, utilities, drainage, and maximizing the park's natural setting and views. The area that is being studied is adjacent to Rampart Range Road on the east side of Community Park (including the existing surface parking lot), north of the Skate Park, with buffer areas separating it from Rampart Range Road and residences to the north of the park. The Task Force also reviewed bike and pedestrian access to the proposed site from all directions in Roxborough Village.

Facility Programming and Features

The centerpiece of the second Task Force meeting included potential features and services of a rec facility that a) meet the needs and desires of Roxborough Village residents, b) provide a mix of options not currently available in the area, c) is financially sustainable, and c) will support the community in the long run.

The Task Force discussed the advantages of a "multi-dimensional" facility that combines fitness and wellness spaces with activities for diverse ages, plus space for non-physical activities that create opportunities to connect and interact. Community surveys in Roxborough Village and within an 8-mile radius of the Metro District reveal that health and fitness-related activities are highly desired, particularly a swimming

pool (with preference for an indoor facility for year-round use), fitness center, and a gym. Surveys and the Task Force feedback also reflect a high interest in providing spaces for social gatherings and community-building.

Size of Facility and Potential Member Considerations

The Task Force also discussed the optimal size for a successful and sustainable facility. An information table summarized various recreation facility features, and the related construction and operating costs, and revenue potential. The four most attractive industry-standard features include an indoor swimming pool, gym, fitness center with state-of-the-art equipment, and fitness studio for cardio and other workout activities.

The Task Force discussed information on the size of the area population, the potential interest in facility use and memberships from area residents outside of Roxborough Village, and how outside memberships might factor into the design, features, financing, sustainability, and revenues generated.

What's Next

The two Task Force meetings in March will focus on design and gathering Task Force feedback. The first March meeting will also bring forward more detail about financing and costs, and the cost-benefit analysis of including memberships for residents in the market area outside Roxborough Village.

For more information, visit the Rec Center Task Force page at www.roxboroughmetrodistrict.org/rec-center-task-force. Questions and comments can also be sent to info@RoxboroughMetroDistrict.org.



Roxborough Village
Metropolitan District
— COLORADO —

Rec Center Task Force Meeting #3 – March 1, 2021



AGENDA

7:00pm (5 mins)	Convene, quick updates
7:05pm (10 mins)	Follow-up on market research & market demand (Kimberly Armitage)
7:15pm (10 mins)	Mill levy revenue potential (Katie James)
7:25pm (10 mins)	Comments, questions
7:35pm (5 mins)	Facility Options: Illustrations & visuals of features (Kimberly Armitage)
7:40pm (35 mins)	Overview of conceptual designs (Perkins & Will)
8:15pm (15 mins)	Comments, questions
8:30pm	Adjourn



Preliminary Finance & Design

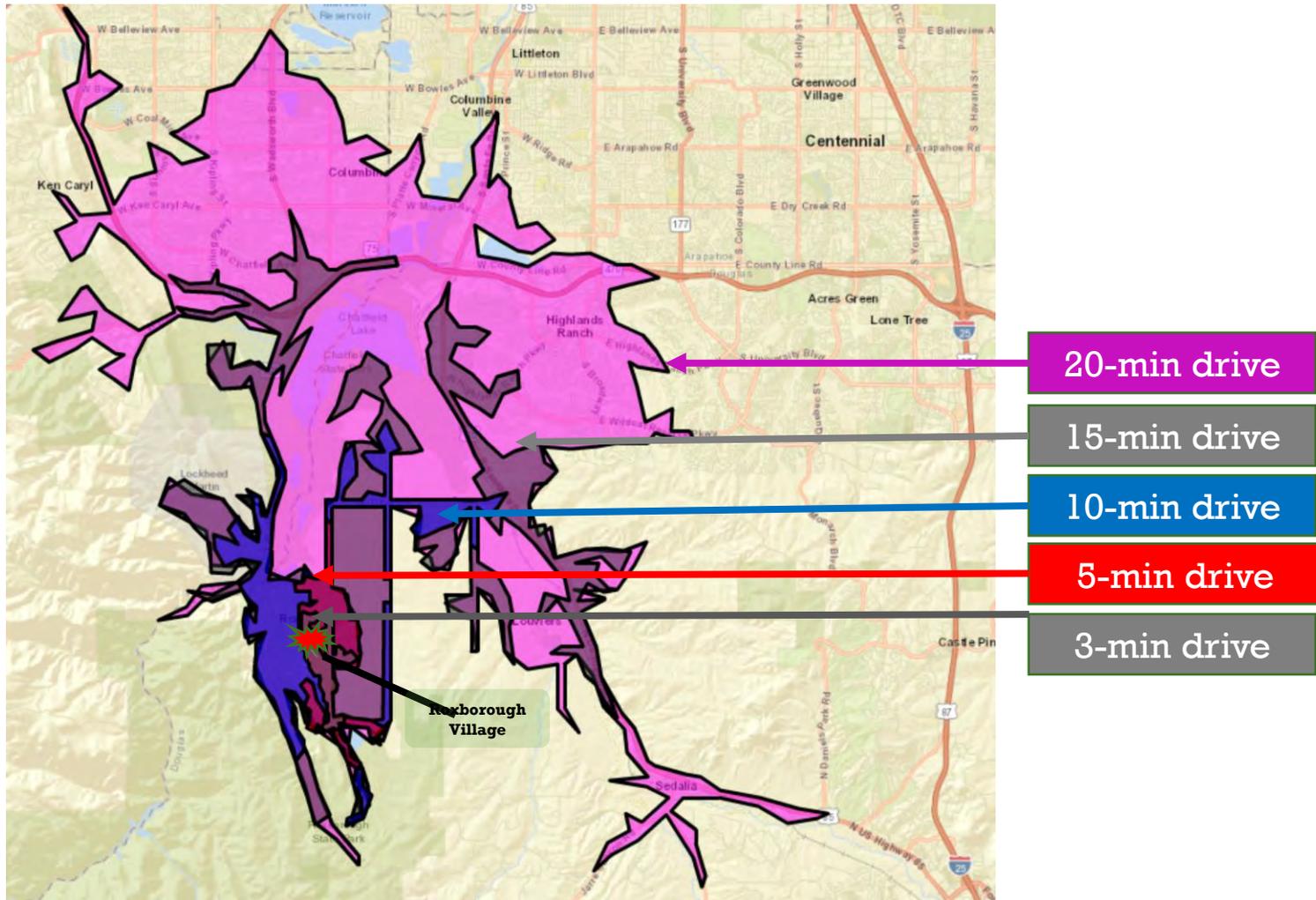
Follow-up on market research & market demand, and mill levy revenue potential

Facility Options: Illustrations & visuals of features

Overview of conceptual designs



Drive Time Increments from Roxborough Village



Follow-up on market research & market demand

	Households Outside Metro District within 5 miles	Population Outside Metro District within 5 miles
2019	10,040 households	29,862 pop.
Projected growth 2024	5%	6%

Key Demographics for Rec & Community Facilities	Population Outside Metro District within 5 miles
Households with children under 18 years	50%
Households with incomes over \$100,000/year	62%

Market Opportunity	Number of Households Outside of Metro District within 5 miles	Market Penetration (% of Households)	Potential Member Households Outside Metro District within 5 miles
Likely to join	10,040	11%	1,100



Demographics – 5-mile radius focus

(Non-Roxborough Village Metro Comm.)

Population	1 Mile Radius	3 Mile Radius	5 Mile Radius	10 Mile Radius
2010	7,325	9,460	24,809	278,099
2019	9,003	11,575	29,862	319,798
2024	9,499	12,216	31,443	333,663
Pop. Growth (2019/2010)	23%	22%	20%	15%
Pop. Growth (2024/2019)	6%	6%	5%	4%

Household Population	1 Mile Radius	3 Mile Radius	5 Mile Radius	10 Mile Radius
2010	2,422	3,261	8,252	105,415
2019	3,008	4,030	10,040	122,411
2024	3,208	4,299	10,688	128,927
HH Pop. Growth (2019/2010)	24%	24%	22%	16%
HH Pop. Growth (2024/2019)	7%	7%	6%	5%

Family Dynamics	1 Mile Radius	3 Mile Radius	5 Mile Radius	10 Mile Radius
Married w/ Children under 18	46%	41%	44%	31%
Single Parent w/ Children under 18	7%	6%	6%	7%
Non-Family w/ Children under 18	0%	0%	0%	0%
Married w/o Children under 18	29%	36%	34%	32%

Age	1 Mile Radius	3 Mile Radius	5 Mile Radius	10 Mile Radius
Median Age	32.9	36.4	37	39.1
Aged 0 to 5 Years	13%	11%	10%	8%
Aged 6 to 11 Years	12%	11%	11%	9%
Aged 12 to 17 Years	9%	8%	11%	10%
Aged 18 to 24 Years	4%	4%	5%	6%
Aged 25 to 34 Years	16%	13%	10%	11%
Aged 35 to 44 Years	21%	19%	19%	16%
Aged 45 to 54 Years	14%	16%	19%	18%
Aged 55 to 64 Years	7%	11%	10%	13%
Aged 65 to 74 Years	3%	5%	4%	6%
Aged 75 to 84 Years	1%	1%	1%	3%
Aged 85 Years and Older	0%	0%	0%	1%

1) Examining the overall size and growth of the market are critical first steps in determining the viability / feasibility of demand before surveying the market.

- Overall population and household size and growth is higher than the minimum 3% needed for sustainability.
- The household size is a primary variable to estimate growth, highlighting

2) Half the households surrounding the community have children under the age 18, further emphasizing the need for youth related activities. (note: a core strength of the Y program area)

Overall the age distribution highlights demographics that are aligned with the Y's target audience.

- Age 11 and Under (21%) – min. 12%
- Age 35 – 54 (48%) – min. 40%
- Age 65+ (5%) – min 6% (just under the minimum we seek)

Demographics – 5-mile radius focus

(Non-Roxborough Village Metro Comm.)

Income Characteristics	1 Mile Radius	3 Mile Radius	5 Mile Radius	10 Mile Radius
Median HH Income	\$104,630	\$111,561	\$117,055	\$96,799
Average HH Income	\$116,107	\$121,256	\$136,360	\$119,054
Less than \$15,000	1%	2%	2%	4%
\$15,000 to \$24,999	1%	0%	1%	4%
\$25,000 to \$34,999	6%	4%	4%	5%
\$35,000 to \$49,999	11%	9%	7%	8%
\$50,000 to \$74,999	13%	13%	11%	15%
\$75,000 to \$99,999	15%	15%	14%	14%
\$100,000 to \$124,999	14%	14%	17%	14%
\$125,000 to \$149,999	12%	15%	13%	10%
\$150,000 to \$199,999	15%	15%	16%	12%
\$200,000 and Over	12%	13%	16%	12%

2%
Residin
g in
Poverty

42%

With much of the market earning well over \$50K/yr. combined with an extremely low poverty level, the potential for long-term self-sustainability is strong.

In-School by Type and Grade (Age 3+)	1 Mile Radius	3 Mile Radius	5 Mile Radius	10 Mile Radius
Public (grades pre K - 12)	1,481	1,765	5,594	54,086
Enrolled Public Preprimary	10%	8%	6%	5%
Enrolled Public Kindergarten	9%	12%	11%	7%
Enrolled Public Grades 1-4	30%	28%	25%	27%
Enrolled Public Grades 5-8	21%	19%	28%	31%
Enrolled Public Grades 9-12	30%	32%	30%	31%
Private (grades pre K - 12)	369	436	1,162	9,166
Enrolled Private Preprimary	55%	57%	34%	41%
Enrolled Private Kindergarten	4%	8%	5%	6%
Enrolled Private Grades 1-4	22%	19%	29%	17%
Enrolled Private Grades 5-8	14%	12%	21%	19%

With 42% of the children within a 5-mile radius in preprimary to 4th grade further highlights the potential opportunity / need for afterschool youth development programs

Mill Levy & Property Tax 101

- 1) what's a mill levy and how it's calculated
- 2) translating mill levy to property tax
- 3) estimates for a mill levy to finance the potential construction rec/community center based on size and features



Mill Levy & Property Tax 101

Example Source: Douglas County Assessor's Office (<https://www.Douglas.CO.US/Assessor/>)

General Douglas County Example:

Home value	\$400,000
x Current assessment	7.15%
Assessed Value	\$28,600

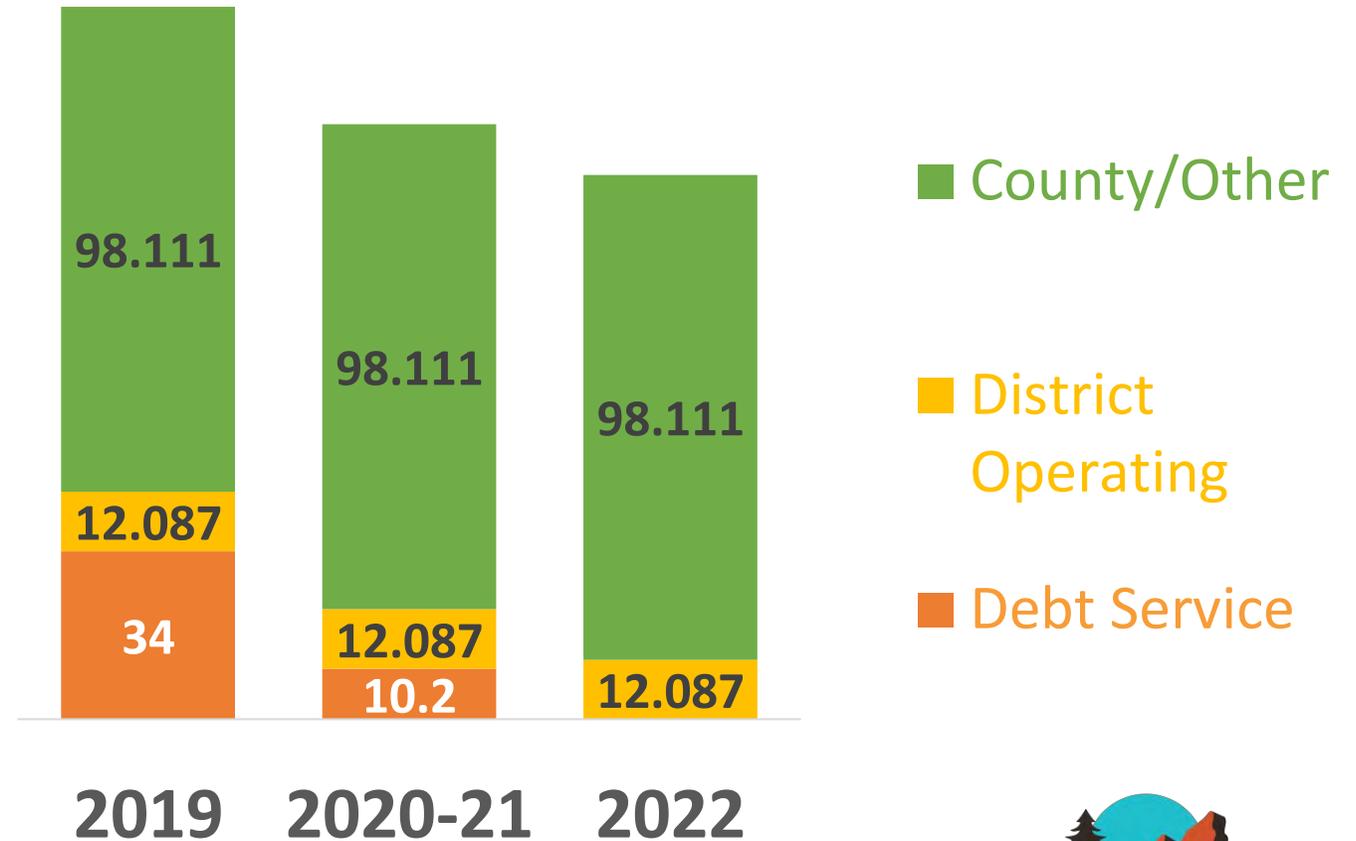
- To determine the property tax, multiply the assessed value times the decimal equivalent of the total mill levy. A mill is equal to 1/1000 of a dollar.
- A tax rate is the mill levy expressed as a percentage.
- Thus 98.42 mills = 9.842%, or 0.09842 as the decimal equivalent.

Assessed Value	\$28,600
x Mill Levy	0.09842
Property Taxes	\$2,814.81



Roxborough Village Mill Levy Amounts

- Roxborough Village Metro District general operating mill levy has been set at 12.087 since 1985
- RVMD mill levy for debt service decreased from 34 mills in 2019 to 10.2 mills in 2020 & 2021
- District's mill levy for District debt service is scheduled to be fully eliminated in 2022
- A recreation and community center would be financed through a dedicated mill levy, requiring approval of Roxborough Village Metro District voters



Preliminary Financing Summary

Recreation Center Debt/Mill Levy Projections – Draft for Task Force Information

Assumptions:

- 20-year bond repayment (a 30-year repayment period is an option, which lowers the annual homeowner cost about 20%, but adds 10 years to repayment term)
- Interest rate: 5.5%
- Average value per home: \$415,000

Facility size	Rec Center Mill Levy	Annual Cost for Homeowner	Monthly Cost for Homeowner
20,000 square feet	10 mills	\$297	\$25
42,000 square feet	21 mills	\$623	\$52
60,000 square feet	35 mills	\$1,039	\$87



Preliminary Finance & Design

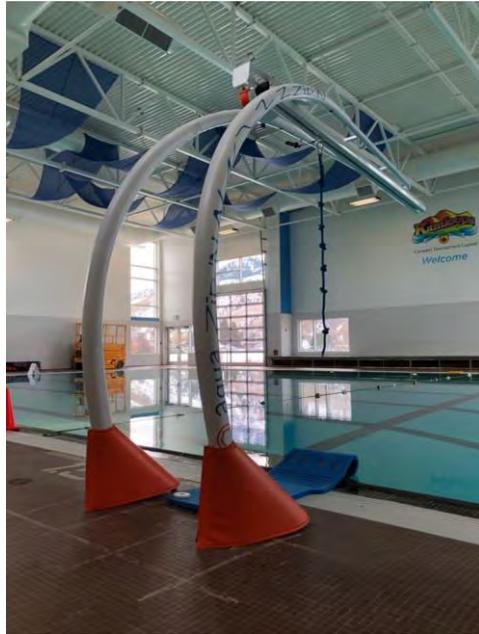
Follow-up on market research & market demand, and Mill levy revenue potential

Facility Options: Illustrations & visuals of features

Overview of conceptual designs



Natatorium



Gymnasium



Cardio and Strength



[VIDEO](#): Watch a computer-generated view of a cardio and strength studio layout (3 minutes)



Roxborough Village
Metropolitan District
— COLORADO —

Program Space



Fitness

Mind-body, high-intensity interval training (HIIT), group exercise, spinning



Partnerships

Services with revenue potential: physical therapy, massage, golf training



Preliminary Finance & Design

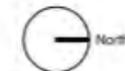
Follow-up on market research & market demand, and Mill levy revenue potential

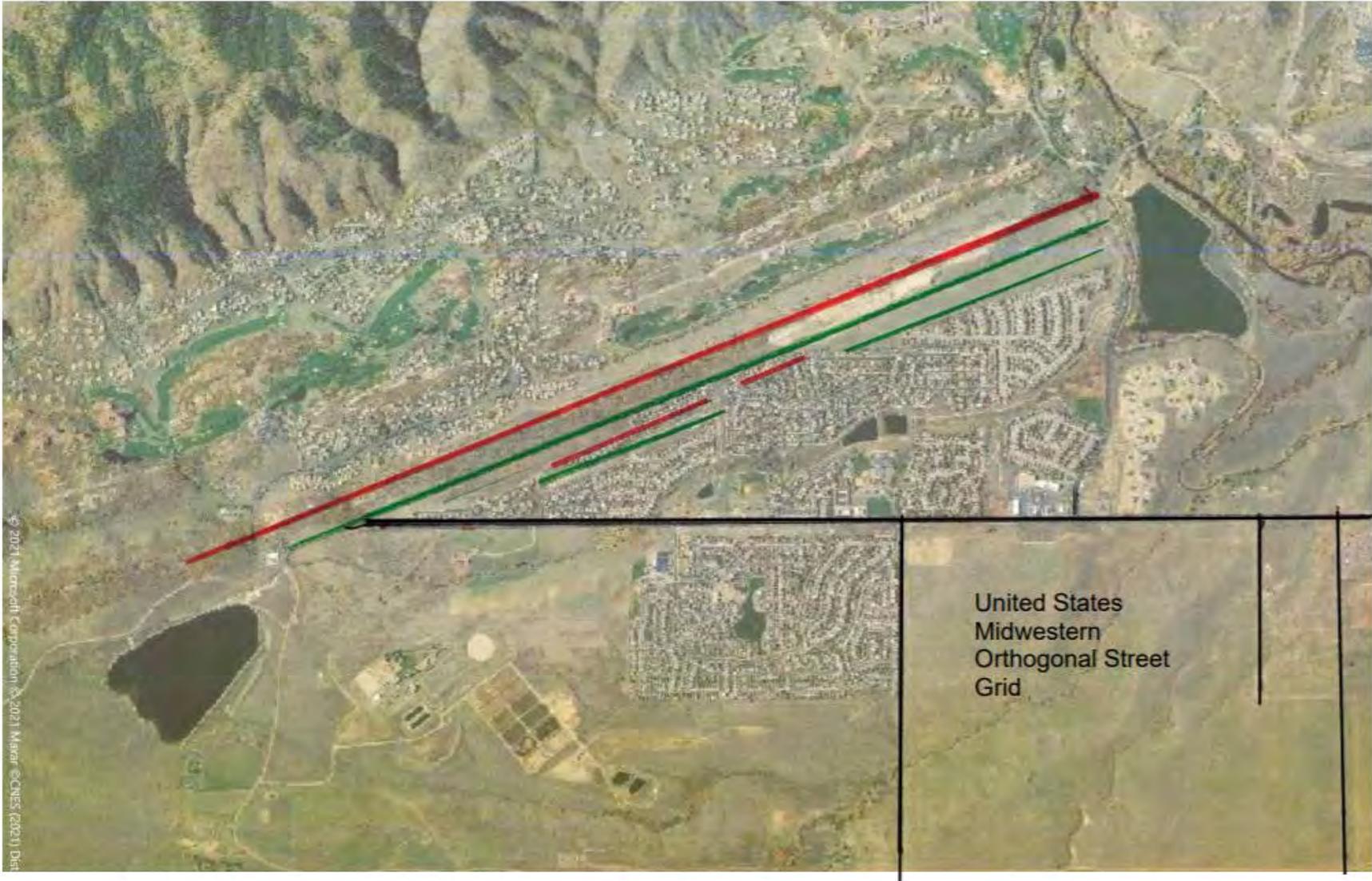
Facility Options: Illustrations & visuals of features

Overview of conceptual designs



Roxborough Village: Recreation Center		
Meeting: March 1, 2021 Prepared by Perkins&Will		
Review of 3 Major Options		
Existing On Site Parking: 88 spaces at main lot, 19 spaces at tennis lot		
Option 1: The Clubhouse Approximately 20,000 Square Feet	Option 2: Recreation Center Approximately 40,000 Square Feet	Option 3: Larger Recreation Center Approximately 60,000 Square Feet
Proposed Parking: 150 spaces	Proposed Parking: 200 spaces	Proposed Parking: 250 spaces
Program Elements		
Outdoor Pool	Future Outdoor Pool Option	Future Outdoor Pool Option
Outdoor Splash and Play Area	Outdoor Splash and Play Area	Outdoor Splash and Play Area
	Oversized 6 Lane Lap Pool	Oversized 6 Lane Lap Pool
		Adjacent Leisure Pool Area
Smaller Fitness Center with Cardio and Strength	8,000 SF Fitness Center, with Cardio and Strength	8-10,000 SF Fitness Center, with Cardio and Strength
Studio/Community Room with attached teaching kitchen (2,500 SF)	Studio/Community Room with attached teaching kitchen (2,500 SF)	Studio/Community Room with attached teaching kitchen (2,500 SF)
1/2 Court Gym	High School Gym (50' x 84')	High School Gym (50' x 84')
		Middle School Gym (42' x 74')
Small Indoor to Outdoor Locker Room	3 Family Locker Rooms	6 Family Locker Rooms
	Men's and Women's Locker Rooms	Men's and Women's Locker Rooms
1 Fitness Studio (1,250 SF)	2 Fitness Studios (1,250 SF each)	2 Fitness Studios (1,250 SF each)
	2,500 SF Community Programs	2,500 SF Community Programs
	2,500 SF Kid Zone	1,500 SF Child Watch Area
Admin Offices	Admin Offices	Admin Offices
		Physical Therapy/ Wellness Partner (4-5,000 SF)
Outdoor Terrace Space with Fire Pit	Outdoor Terrace Space with Fire Pit	Outdoor Terrace Space with Fire Pit





Perkins&Will

Site Organization Concept

March 1, 2021





Perkins&Will

Summer View of Site





Perkins&Will

Winter View of Site

March 1, 2021

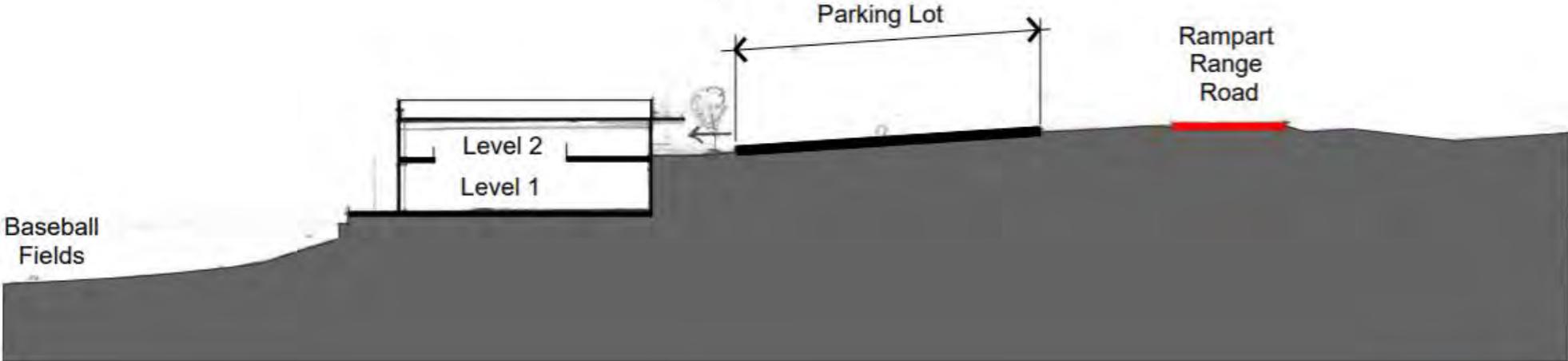




Perkins&Will

Site Access / Parking
Expansion



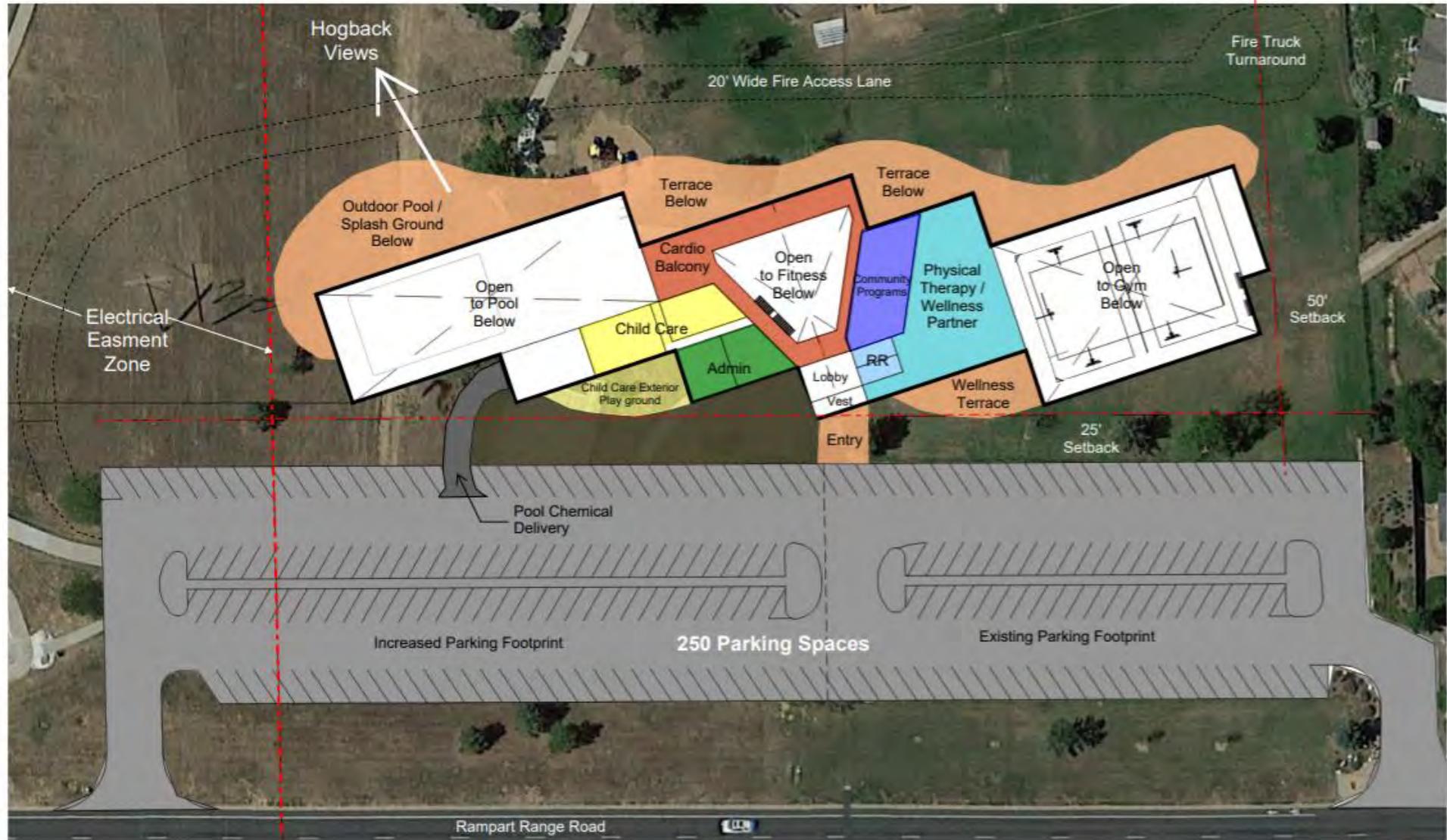


Perkins&Will

Site Section

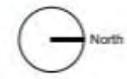
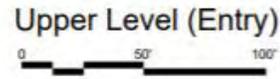
March 1, 2021

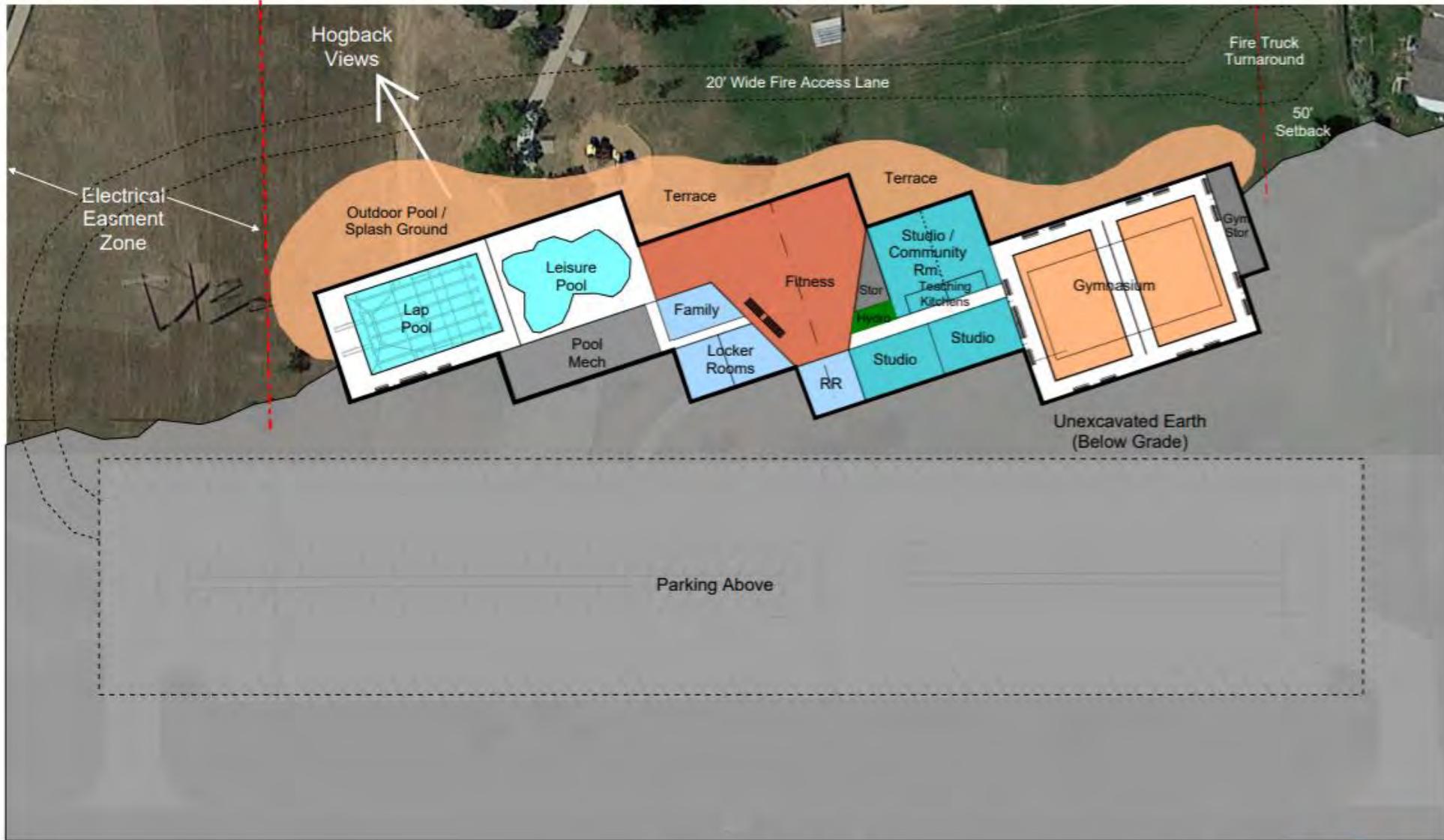




Perkins&Will
 Option 3 - Larger Recreation Center 60,000 sf

March 1, 2021



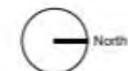
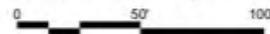


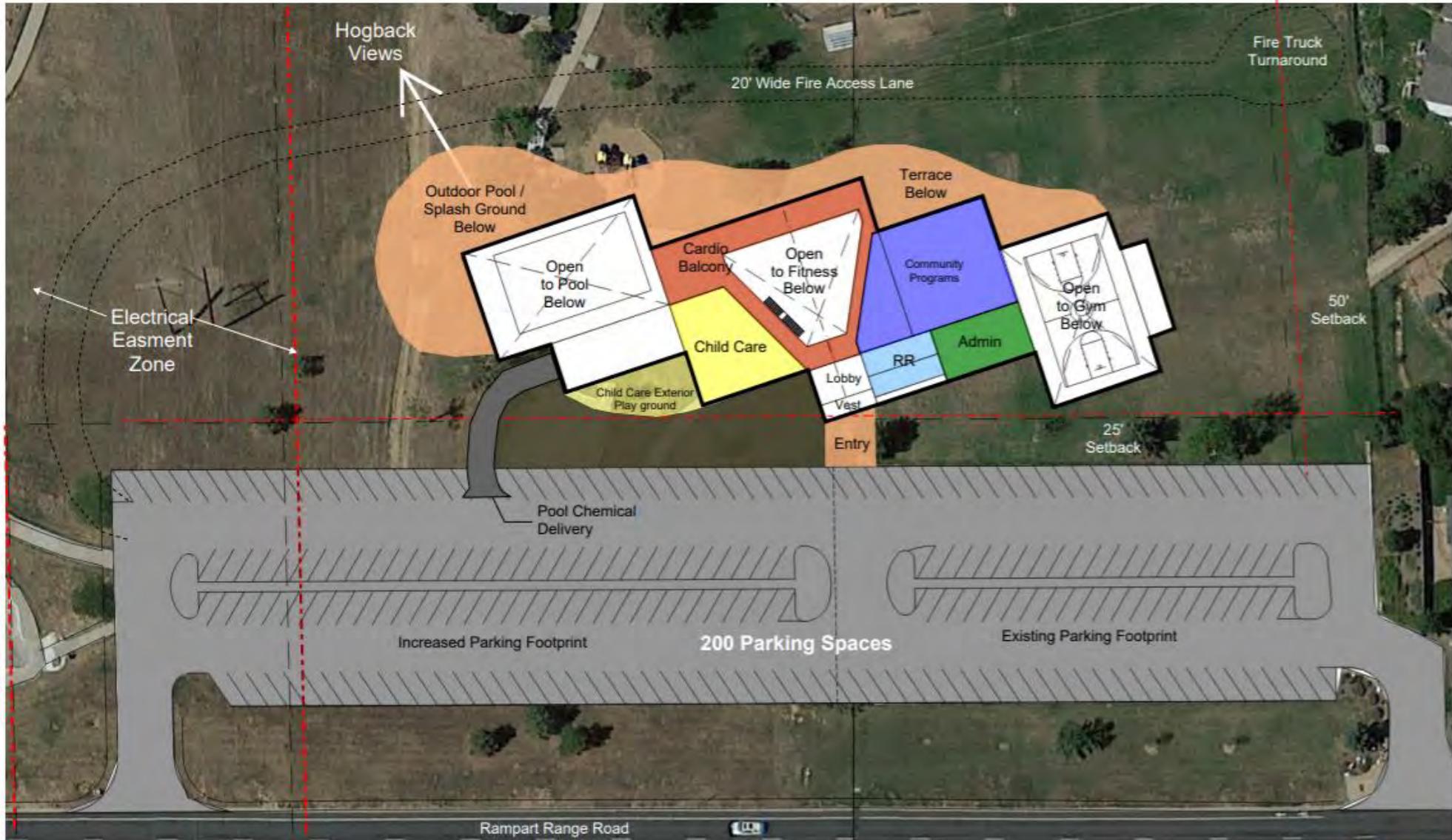
Perkins&Will

Option 3 - Larger Recreation Center 60,000 sf

March 1, 2021

Lower Level (Walk Out)



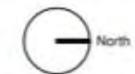
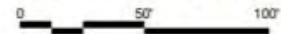


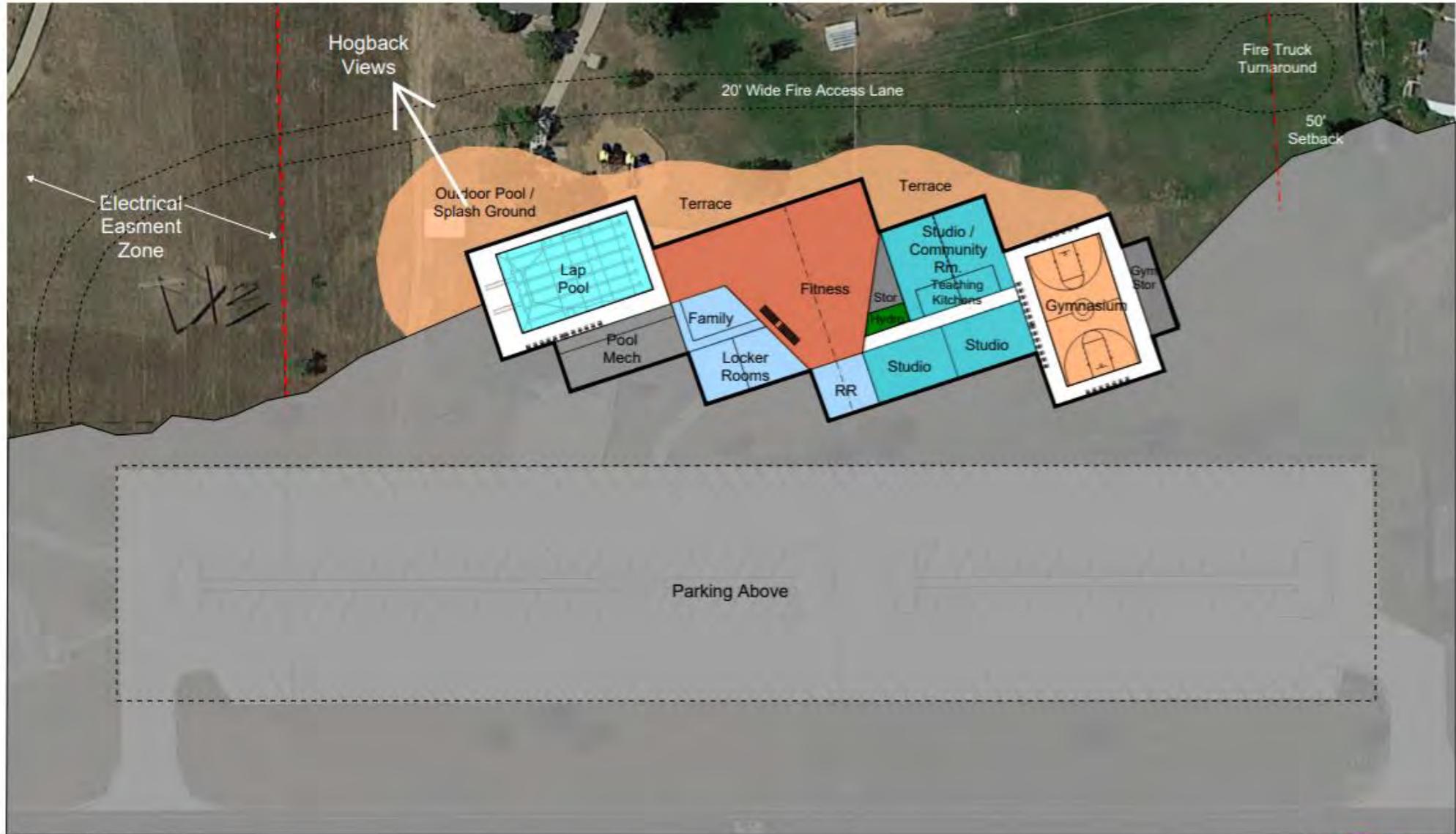
Perkins&Will

Option 2 - Recreation Center 40,000 sf

March 1, 2021

Upper Level (Entry)

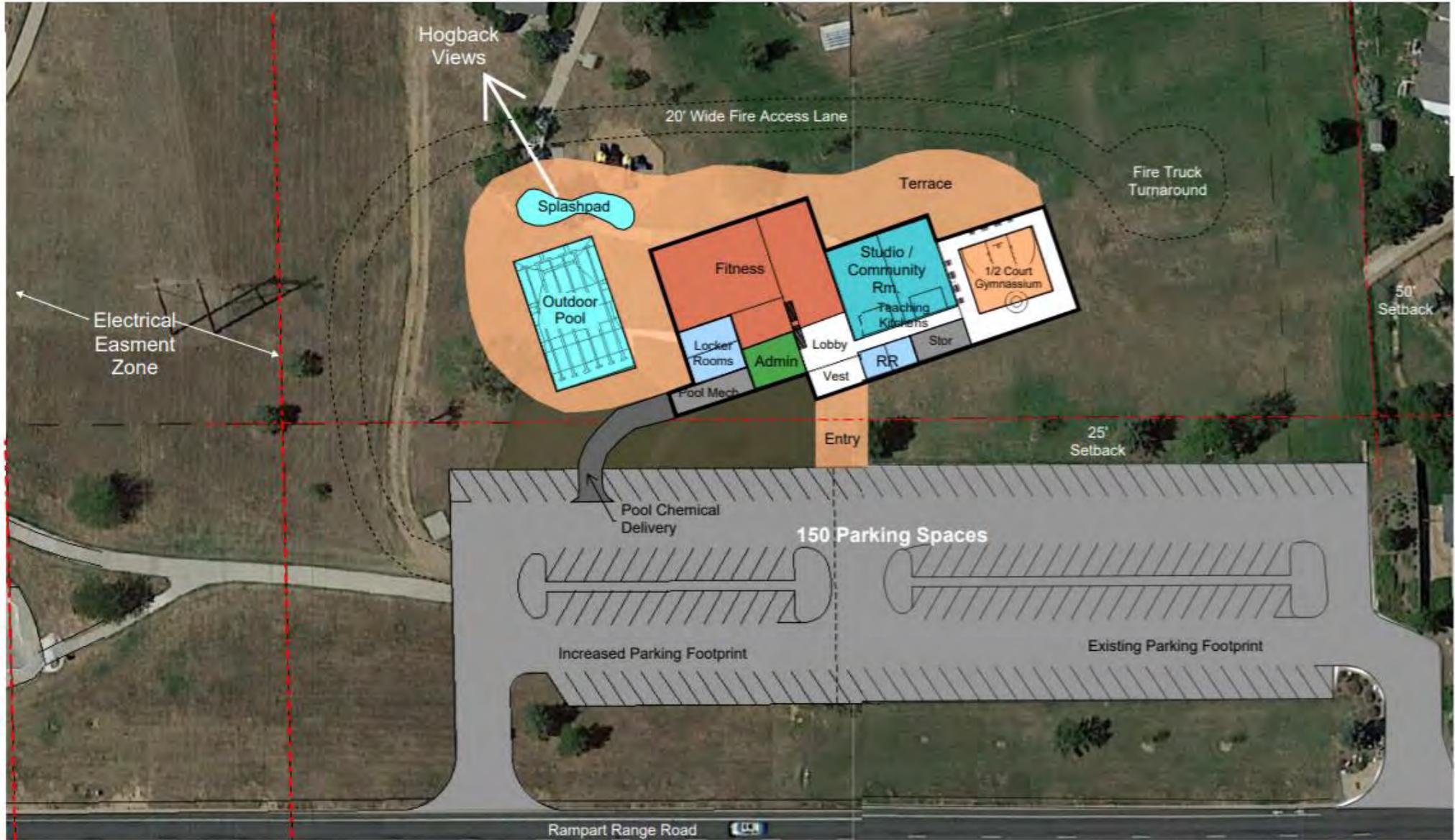




Perkins&Will
Option 2 - Recreation Center 40,000 sf

March 1, 2021





Perkins&Will

Option 1 - The Clubhouse 20,000 sf

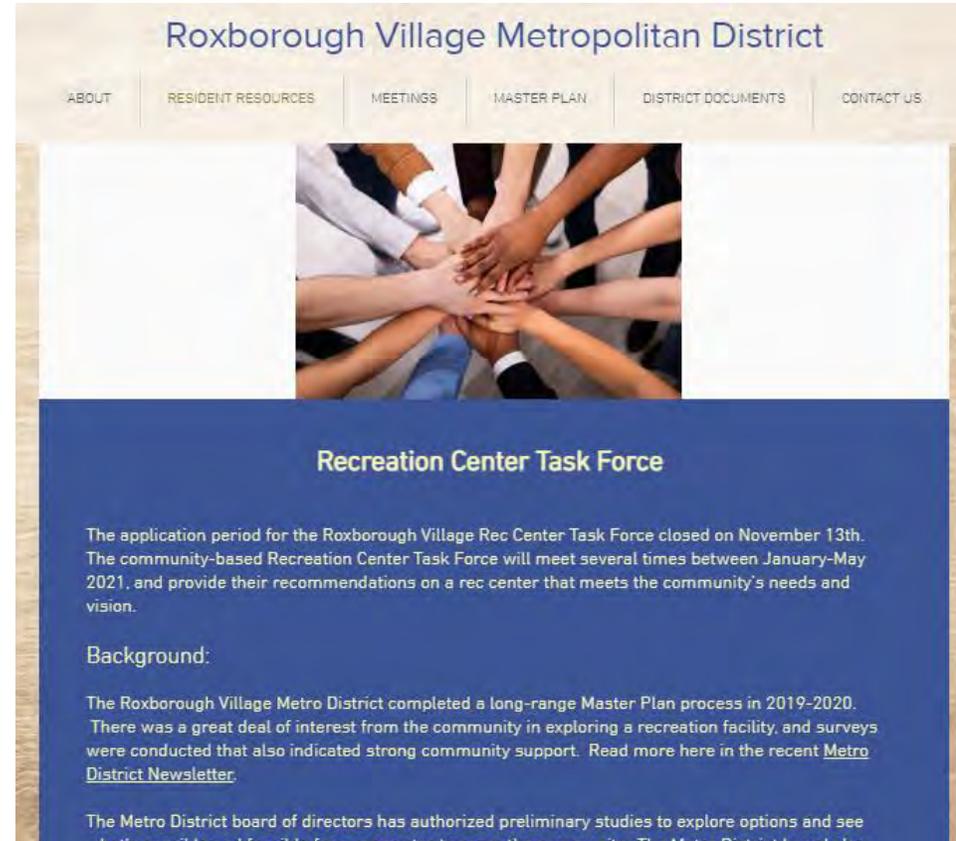
March 1, 2021

Upper Level (Entry)



NEXT STEPS

- Meeting feedback and follow-up
 - Task Force post-meeting survey
- Meeting summary to post/share/circulate
- Refer neighbors to Roxborough Village Metro District website for information →
- Community questions & Comments: send email to info@RoxboroughMetroDistrict.org



Roxborough Village Metropolitan District

ABOUT RESIDENT RESOURCES MEETINGS MASTER PLAN DISTRICT DOCUMENTS CONTACT US

Recreation Center Task Force

The application period for the Roxborough Village Rec Center Task Force closed on November 13th. The community-based Recreation Center Task Force will meet several times between January-May 2021, and provide their recommendations on a rec center that meets the community's needs and vision.

Background:

The Roxborough Village Metro District completed a long-range Master Plan process in 2019-2020. There was a great deal of interest from the community in exploring a recreation facility, and surveys were conducted that also indicated strong community support. Read more here in the recent [Metro District Newsletter](#).

The Metro District board of directors has authorized preliminary studies to explore options and see what is possible and feasible for our residents across the community. The Metro District board also



Appendix: Certificate of Roxborough Village Metro District Property Tax Mill Levies

4109 County Tax Entity Code DOUGLAS LG/D/SID 18955 1

CERTIFICATION OF TAX LEVIES for NON-SCHOOL Governments

TO: County Commissioners¹ of DOUGLAS COUNTY, Colorado.

On behalf of the ROXBOROUGH VILLAGE METRO DISTRICT (taxing entity)^A
 the BOARD OF DIRECTORS (governing body)^B
 of the ROXBOROUGH VILLAGE METROPOLITAN DISTRICT (local government)^C

Hereby officially certifies the following mills to be levied against the taxing entity's GROSS assessed valuation of: \$ 80,342,990 (GROSS^D assessed valuation, Line 2 of the Certification of Valuation Form DLG-57^E)

Note: If the assessor certified a NET assessed valuation (AV) different than the GROSS AV due to a Tax Increment Financing (TIF) Area^F the tax levies must be calculated using the NET AV. The taxing entity's total property tax revenue will be derived from the mill levy multiplied against the NET assessed valuation of: \$ 80,342,990 (NET^G assessed valuation, Line 4 of the Certification of Valuation Form DLG-57) **USE VALUE FROM FINAL CERTIFICATION OF VALUATION PROVIDED BY ASSESSOR NO LATER THAN DECEMBER 10**

Submitted: 12/01/2020 for budget/fiscal year 2021 (no later than Dec. 15) (no later than Dec. 15) (3/27/21)

PURPOSE (see end notes for definitions and examples)	LEVY ²	REVENUE ²
1. General Operating Expenses ^H	12.087 mills	\$ 971,106
2. <Minus> Temporary General Property Tax Credit/ Temporary Mill Levy Rate Reduction ^I	< > mills	\$ < >
SUBTOTAL FOR GENERAL OPERATING:	12.087 mills	\$ 971,106
3. General Obligation Bonds and Interest ^J	9.200 mills	\$ 739,155
4. Contractual Obligations ^K	_____ mills	\$ _____
5. Capital Expenditures ^L	_____ mills	\$ _____
6. Refunds/Abatements ^M	_____ mills	\$ _____
7. Other ^N (specify): _____	_____ mills	\$ _____
TOTAL: [Sum of General Operating Subtotal and Lines 3 to 7]	21.287 mills	\$1,710,261

Contact person: Gigi Pangindian Daytime phone: (303) 779-5710
 Signed: Gigi Pangindian Title: Accountant for the District

Include one copy of this tax entity's completed form when filing the local government's budget by January 31st, per 29-1-113 C.R.S., with the Division of Local Government (DLG), Room 521, 1313 Sherman Street, Denver, CO 80202. Questions? Call DLG at (303) 864-7720.

¹ If the taxing entity's boundaries include more than one county, you must certify the levies to each county. Use a separate form for each county and certify the same levies uniformly to each county per Article X, Section 3 of the Colorado Constitution.
² Levies must be rounded to three decimal places and revenue must be calculated from the total NET assessed valuation (Line 4 of Form DLG57 on the County Assessor's FINAL certification of valuation).

Page 1 of 4 DLG 70 (Rev.6/16)

CERTIFICATION OF TAX LEVIES, continued

THIS SECTION APPLIES TO TITLE 32, ARTICLE 1 SPECIAL DISTRICTS THAT LEVY TAXES FOR PAYMENT OF GENERAL OBLIGATION DEBT (32-1-1603 C.R.S.). Taxing entities that are Special Districts or Subdistricts of Special Districts must certify separate mill levies and revenues to the Board of County Commissioners, one each for the funding requirements of each debt (32-1-1603, C.R.S.) Use additional pages as necessary. The Special District's or Subdistrict's total levies for general obligation bonds and total levies for contractual obligations should be recorded on Page 1, Lines 3 and 4 respectively.

CERTIFY A SEPARATE MILL LEVY FOR EACH BOND OR CONTRACT:

BONDS¹:

- | | |
|-------------------|-------------------|
| Purpose of Issue: | <u>Refunding</u> |
| Series: | <u>1993B</u> |
| Date of Issue: | <u>9/1/1993</u> |
| Coupon Rate: | <u>10.41%</u> |
| Maturity Date: | <u>12/31/2021</u> |
| Levy: | <u>2.228</u> |
| Revenue: | <u>\$179,004</u> |
- | | |
|-------------------|-------------------|
| Purpose of Issue: | <u>Refunding</u> |
| Series: | <u>2014</u> |
| Date of Issue: | <u>10/24/2014</u> |
| Coupon Rate: | <u>2.03%</u> |
| Maturity Date: | <u>12/1/2021</u> |
| Levy: | <u>6.972</u> |
| Revenue: | <u>\$560,151</u> |

CONTRACTS²:

- | | |
|----------------------|-------|
| Purpose of Contract: | _____ |
| Title: | _____ |
| Date: | _____ |
| Principal Amount: | _____ |
| Maturity Date: | _____ |
| Levy: | _____ |
| Revenue: | _____ |
- | | |
|----------------------|-------|
| Purpose of Contract: | _____ |
| Title: | _____ |
| Date: | _____ |
| Principal Amount: | _____ |
| Maturity Date: | _____ |
| Levy: | _____ |
| Revenue: | _____ |

Use multiple copies of this page as necessary to separately report all bond and contractual obligations per 32-1-1603, C.R.S.

Page 2 of 4 DLG 70 (Rev.6/16)

Herschberg, Natalie

To: Jones, Anna
Cc: Katie James; Tina Vildibill; Carlson, Nicholas
Subject: RE: [External] Open Space Encroachment letter - 7434 Eagle Rock Dr

From: Jensen, Travis <tjensen@visa.com>
Sent: Thursday, February 18, 2021 12:23 PM
To: Jones, Anna <Anna.Jones@claconnect.com>
Subject: RE: [External] Open Space Encroachment letter - 7434 Eagle Rock Dr



Think Security
at CLA

This email originated from an external source.

Yes, if it is truly needed, as long as we have time to plan and execute, we would be willing to relocate the rocks.

Please note though, that we'll need to re-landscape the lower portion of our backyard inside of our fence to accommodate moving all of those rocks, to ensure the safety of our pets, so we'd need the time to execute and weather to cooperate.

Thanks

Travis C Jensen (he/him)

From: Jones, Anna <Anna.Jones@claconnect.com>
Sent: Thursday, February 18, 2021 10:03 AM
To: Jensen, Travis <tjensen@visa.com>
Subject: RE: [External] Open Space Encroachment letter - 7434 Eagle Rock Dr

Thanks Travis!

Would you be willing to include a sentence indicating you can remove the rocks once the weather warms up as/if needed?



Anna Jones, Public Manager

Outsourcing, CliftonLarsonAllen LLP

Direct 303-793-1478, Mobile 303-931-6134
anna.jones@CLAconnect.com

Main 303-779-5710 x31478, Fax 303-779-0348
 8390 E Crescent Parkway, Suite 500, Greenwood Village, CO 80111
CLAconnect.com

WEALTH ADVISORY | OUTSOURCING | AUDIT, TAX, AND CONSULTING



Investment advisory services are offered through CliftonLarsonAllen Wealth Advisors, LLC, an SEC-registered investment advisor.

From: Jensen, Travis <tjensen@visa.com>
Sent: Thursday, February 18, 2021 9:27 AM
To: Jones, Anna <Anna.Jones@claconnect.com>
Subject: [External] Open Space Encroachment letter - 7434 Eagle Rock Dr



Think Security
at CLA

This email originated from an external source.

Anna,

Thanks again for the time and explanation this morning regarding the legal notice I received from the District's attorney.

As we discussed over the phone, the rocks which are in question have been in place since we purchased our home (7434 Eagle Rock Dr) in June of 2015. They have not been added and we've not encroached on the open space. I've included a few photos, which admittedly are not the greatest, but show that the rocks in question have been in the same location since we've been part of the community. I trust this is sufficient evidence to resolve the dispute and prevent the District from hiring a contractor to remove them.

If you have any further questions or need additional information, please feel free to reach out to me directly.

Home – 720.920.9411
Mobile – 303.358.2302

And as mentioned over the phone, I would love to get the meeting details for the next monthly meeting and hope to be able to attend.

Thank you

Travis C Jensen (he/him)

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

CliftonLarsonAllen LLP

The Financial Advisory Role

A Financial Advisor, which may also be referred to as a Municipal Advisor, is required under the Dodd-Frank Act to represent their client’s best interests and serves as a fiduciary to their clients. The use of Financial Advisors is very common among Colorado cities and counties and is growing among Colorado school districts. Historically there has been very limited use of Financial Advisors by Colorado Metropolitan Districts, however over the past year there has been an increase in the number of districts that have hired a Financial Advisor which is likely driven by several considerations which include:

Regulatory/Best Practices – A Financial Advisor has a fiduciary duty to their clients and is required by the Government Finance Officers Association (GFOA) to represent the client’s best interests and the GFOA recommends the hiring of a Financial Advisor prior to the undertaking of a debt financing for entities that lack the direct knowledge and experience in issuing of municipal securities.

Market Knowledge and Financial Advisory Experience – A Financial Advisor with a strong local presence that is a full-service municipal investment bank with an underwriting and trading desk provides our advisory clients real time access to market information that other non-broker dealer advisory firms cannot provide.

Overview of HilltopSecurities

HilltopSecurities is a full-service, diversified investment banking firm focused on one mission: to provide superior financial advisory and related services to public entities nationwide. Previously under the name of FirstSouthwest, our firm began serving the financing needs of local municipalities in Texas when it was founded in 1946, and financial advisory services have continued to be the firm’s primary business as it has grown into a national firm with demonstrated expertise in every sector of public finance.

HilltopSecurities is a recognized leader in providing Financial Advisory services throughout the nation. Our firm is currently contracted to provide financial advisory services to approximately 1,600 public sector clients. For the period January 1, 2016 through December 31, 2020, HilltopSecurities has acted as Municipal Advisor on 4,304 transactions with a par volume of \$184.5 billion, which **ranks second by number of issues among all Municipal Advisors in the nation**, according to Ipreo MuniAnalytics.

Colorado Financial Advisory Experience

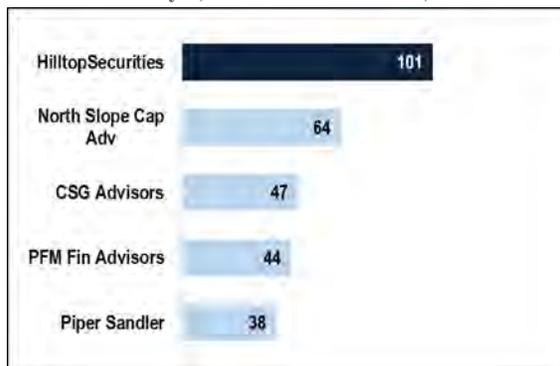
Since HilltopSecurities entered the Colorado market with locally based advisors in 2012, the firm has built the most experienced team of financial advisors in the State. Our Denver office specializes in providing Financial Advisory Services to public entities throughout Colorado. According to Ipreo MuniAnalytics, for the period of January 1, 2016, to December 31, 2020, HilltopSecurities ranked as the number one financial advisor in Colorado for the number of deals and aggregate par amount, totaling 101 transactions with a par amount of over \$7.95 billion based on proportionate share for transactions where we served as co-advisor.

The experience of the Hilltop Securities team covers all types of transactions sold by Colorado local governments. The benefit of the broad experience of the Hilltop team is that we are actively involved in many communities along the Front Range of Colorado which gives us direct knowledge and insight into each community.

Scope of Work

As a firm, we are client driven and not product driven. As a financial advisor, we believe it is our responsibility to provide our clients with the information and data to help in making the most informed decisions possible and to become an extension of staff. We understand that debt issuance is only a small part of our clients’ daily activities, so we strive to become a trusted advisor that helps accomplish an issuer’s goals while minimizing the time commitment required by staff.

Colorado Municipal Advisory Rankings
Number of Colorado Transactions
January 1, 2016 to December 31, 2020



Source: Ipreo MuniAnalytics

As a financial advisor to public entities, our philosophy is to provide our clients with information and options that allow them to make informed decisions and present that information in a clear and concise manner that can be effectively communicated to elected officials and constituents. We do this by engaging in discussions with our clients to understand what their needs and objectives are so that we may present several options to consider. We discuss the pros and cons of each option and provide further analysis as needed to address all of our clients' questions and concerns. Once a financing plan has been established, we keep our clients informed throughout the process and ensure the end result meets or exceeds the goals of our clients.

Based on our extensive and varied experience with public entities, HilltopSecurities provides a full-service approach to providing financial advisory services that ensures every aspect of a client's needs is addressed. The table below provides an overview of our role throughout an engagement and the process of executing a transaction.

Step	HilltopSecurities' Approach to Managing Transactions
Review of Outstanding Obligations & Objectives	HilltopSecurities works closely with our clients to structure financings with different revenue streams, maturities and with varying constraints including outstanding legal covenants and annual debt service on outstanding debt. HilltopSecurities also develops financing calendars to ensure efficiency and communication between all parties involved in the bond issuance process.
Election Analysis	If our clients are interested in pursuing an election for debt authorization, our team assists in the analysis for that election including projected debt schedules and structures, tax impacts, and ballot parameters.
Model Development	HilltopSecurities will develop a model to evaluate the anticipated bond issue and various structures. Our team will review the financial condition of the District including current assessed value as well as projections throughout the term of the financing. We discuss assumptions for our modeling such as expected development, changes in the Residential Assessment Rate, and economic sensitivity to the projected build out. This analysis will help form the anticipated structure of the issue.
Bond Document Development and Review	HilltopSecurities works closely with bond counsel in the early stages of a bond issuance to set up bond document review sessions with all parties involved. HilltopSecurities will also review each document to evaluate the factual contents and the structure of each document during a bond issuance.
Rating Agency Review and Preparation	Our team will analyze the existing financials of the District to determine whether we believe there would be a benefit to attaining a rating on the bond issue. For districts that benefit from a rating, HilltopSecurities leads the effort in scheduling rating agency calls and distributing documents to the rating agencies prior to calls. HilltopSecurities will work with the issuer to help develop a 'script' for the rating presentation if necessary and highlight the important credit features that should be discussed during the presentation.
Pricing Bond Issue	In the case of a negotiated sale, HilltopSecurities works very closely with the Underwriter(s) in the days leading up to pricing and will also seek guidance from our own underwriting desk to ensure that issuers are receiving appropriate market rates. On the day of pricing, HilltopSecurities will review all analysis and documents pertaining to the bond sale.
Bond Closing	HilltopSecurities coordinates with all parties and will produce a closing memorandum that will contain instructions on the closing process including closing dates, funds being transferred and the use of bond proceeds. HilltopSecurities also organizes a call with the Depository Trust Company (DTC) to formally close the bond issuance.
Special Meetings	HilltopSecurities attends any meeting at the request of the issuer. Our team has attended and coordinated meetings with a variety of parties involved in a bond issuance including internal staff and management, finance and audit committees, councils and boards, bond counsel, rating agencies, and underwriters.
Post Issuance Assistance	After the issuance of bonds, HilltopSecurities reviews the bond process with issuers and advises on the issuer's current debt profile and any changes in ratings and produces updated debt books with summary information about the issue and all other outstanding debt.
General	HilltopSecurities consistently monitors an issuer's outstanding debt to capitalize on any refunding opportunities that may be financially beneficial to the issuer. HilltopSecurities also monitors all federal and state laws that may influence debt issuances and will relay the information to the issuer.

KIMBERLEY K. CRAWFORD

Co-Chair, Associates Review Committee

Denver Office

(720) 330-2354

kim.crawford@butlersnow.com



Kim represents governmental entities and other transaction participants in public finance transactions and economic development matters.

PRACTICE AREAS AND INDUSTRY TEAMS

- Public Finance
- Tax Credits
- Governmental Finance

EXPERIENCE

- Represents governmental entities and other transaction participants in public finance transactions and economic development matters in Colorado.
- Financings include general obligation bonds, user fee revenue bonds, special assessment bonds, excise tax revenue bonds, lease transactions, tax increment financings and private activity bonds.
- Clients include governmental entities such as municipalities, counties, special districts, school districts, transportation agencies, joint action agencies, urban renewal authorities, and downtown development authorities as well as non-profit corporations, underwriters, trustees and credit enhancers and banks.

BAR ADMISSIONS

- Colorado, 2000

DISTINCTIONS

- *Martindale-Hubbell*®
 - AV®- Preeminent™ Peer Review Rated
- *Super Lawyers*®
 - Colorado Rising Star, Government Finance, 2010
- *Best Lawyers in America*®
 - Public Finance Law, 2020-2021
- Fellow, American Bar Association
- Fellow, American Bar Foundation

ASSOCIATIONS

- National Association of Bond Lawyers
- West Chamber of Commerce
 - Member, 2009-2014
- The Jefferson Foundation
 - Board of Directors, 2002-2007
- Judge William E. Doyle American Inn of Court
 - Executive Committee Member, 2003-2019
- American Bar Association
- Great Education Colorado – Board Member, 2017-Present

EDUCATION & HONORS

- University of Denver, J.D., 2000
 - Order of St. Ives
 - Member, *Water Law Review*
- University of Colorado at Denver, M.S., Management and Organization, 1991
- University of Wyoming, B.S., Personnel Administration and Industrial Relations, 1985

PAPERS, PRESENTATIONS AND PUBLICATIONS

- Presenter, “Continuing Disclosure: A Primer,” Colorado Association of School Business Officials 64th Annual Spring Conference, April 2017.
- Presenter, “Capital Funding for Building and Fleet,” CGFOA/CMA Annual Conference, November 2016.
- Presenter, “Continuing Disclosure: the Sequel,” CGFOA/CMA Annual Conference, November 2016
- Co-Presenter, “Bonds 101,” Colorado Division of Securities, February 2017, Colorado Government Finance Officers Association Annual Conference, November 2013; GCFOA Western Slope Coalition Workshop, April 2013, and Special District Association of Colorado Annual Conference, September 2012.
- Co-Presenter, “The Federal Government and Its Impact on the Future of Tax Exempt Debt,” Special District Association of Colorado Conference, September 2013.
- Co-Author, “Improvement Districts for Colorado Counties, Cities, and Towns,” 30 *Colorado Lawyer*, 53, January 2001.

CIVIC INVOLVEMENT

- Anythink Library District Foundation, Board of Directors, 2019-Present



Bailey Tree LLC

1801 W Union Ave
Englewood, Co 80110

720-940-6519
baileytreetrimming@gmail.com

Roxborough Metro District Arborist Report 3/8/2021

We have pruning scheduled for the beginning of March. We will be saving a few pruning days after spring realizing there may be a bit of snow damage later in the spring.

The evergreen trees are showing signs of winter drying. The rain and snow last week are helpful but the soil is still pretty dry at the present time due to lack of precipitation and higher temperatures. Winter watering is recommended.

Other than that, the trees are looking pretty good at the present time.

George Biedenstein

ISA Board Certified Master Arborist #RM 0756B

Email: baileytreetrimming@gmail.com



METCO LANDSCAPE, INC.

Monthly Maintenance Report for Roxborough Village Metropolitan District

Submitted by: Bill Barr Mar-21 Recipients: Anna Jones, Public Manager

REVIEW OF GANTTED OPERATIONS

Turf
Turf still in dormancy will be fertilized for the first round end of this month

Shrub Beds
Beds will sprayed with Pre-Emergent the end of March

Trees
Trees look good we have been winter watering newly planted trees

Irrigation
We continue installation of Weather Trac Irrigation Cotrollers we have formed and poured concrete pads for the pedestals needing new bases.

Site Policing
Site policing continues through this winter we have the dog poo guy take a few week off but is back at it again the week of 3/9 On our Monday trash route

Overall Site
Overall site has been doing well we spend a lot of time along Rampart Rd doing locates for the venders working on the Sterling Ranch strech of constrction

Review of Operatons for Upcoming Month:
Schedule, Gantt, special Needs, Concerns, Areas of Focus We will continue on Irrigation Cotrollers set up and tune up Aeration will be done the beginning of April. Spring clean-up will be on assignment and preperation of flower beds will be addressed

Extra Work Proposal**3/2/2021**Total: **\$3,000.00****CONDITIONS OF CONTRACT***THESE CONDITIONS ARE A PART OF YOUR CONTRACT.***CONTRACT SPECIFICATIONS & LIMITATIONS**

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

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

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

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

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

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

GUARANTEES

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

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

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

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

TERMS OF PAYMENT/SUSPENSION OF WORK

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

CANCELLATION

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

DISPUTES

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

PHOTOGRAPHY

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

SIGNAGE

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

UTILITIES/UNKNOWN OBSTRUCTIONS

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

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

OWNER'S RESPONSIBILITIES

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

treet, Aurora, CO, 80011

Tel: (303) 421-3100

Date _____

Total: **\$900.00**

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

CONDITIO

Extra Work Proposal 3/10/2021

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
DAILY**

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



Annual Flower Proposal

Proposal By:	
Metco Manager Name Barr	
Metco Landscape, Inc.	
Proposal Date	3/10/2021

Job Location	
Roxborough Metro Dist	
Rampart Range Rd	
Littleton Colo.	

Submitted To:	
Anna Jones	
Clifton Larson Allen	
8390 East Crescent Parkway suite 500	
Geenwood Village, Colo 80111	

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

Description of Services to be Performed

Annual Flower Installation Spring 2021

Install <u>48</u> Flats of annuals and <u>0</u> accent plants in <u>2</u> beds and <u>0</u> flower pots	\$4,032.00
<i>Includes</i> <u>4</u> C.Y. soil for bed prep to be tilled in to existing bed soil at <u>2</u> " depth	\$300.00
<i>Includes</i> <u>2</u> C.Y. mulch topdressing in beds to a depth of <u>1</u> "	\$190.00
<i>Includes</i> <u>0</u> C.Y. soil for flower pots to be mixed in with existing soil	\$0.00
<i>Includes</i> <u>0</u> C.Y. mulch topdressing in pots to a depth of <u>1</u> "	\$0.00
<i>Includes</i> Setup and maintenance of irrigation program to ensure flower health	<i>Included</i>
<i>Includes</i> 18 weeks flower bed maintenance consisting of deadheading, weed removal, fertilization, & removal of flowers after first frost	\$960.00

*Exclusions: Plants to be installed after Mother's Day (May 10th) unless there is a freeze warning in weather forecast
Plants installed before Mother's Day (by request only) are not covered under warranty*

Locations Light at Rampart and Village Circle East and West Nose of Medians

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

Client's Signature _____ Date _____ **Total** **\$5,482.00**

Annual Flower Installation Spring 2021**3/10/2021**Total: **\$5,482.00****CONDITIONS OF CONTRACT***THESE CONDITIONS ARE A PART OF YOUR CONTRACT.***CONTRACT SPECIFICATIONS & LIMITATIONS**

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

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

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

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

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

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

GUARANTEES

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

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

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

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

TERMS OF PAYMENT/SUSPENSION OF WORK

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

CANCELLATION

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

DISPUTES

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

PHOTOGRAPHY

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

SIGNAGE

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

UTILITIES/UNKNOWN OBSTRUCTIONS

All reasonable caution will be taken to prevent damage to existing pavement, septic tanks, septic fields and underground utility lines. Underground gas, phone, and electric utilities will be marked by a representative from the utility companies, at the request of Metco Landscaping, prior to any machine excavation. However, Metco Landscaping will not be held responsible for the accuracy of any utility line marking done by the utility companies. It is the Owner's responsibility to conspicuously mark and advise Metco Landscaping of the location of any other underground utilities including: drainage pipes, plumbing, irrigation, propane lines, electric dog fence, cable TV, lighting, etc. Any delays in crew time and/or costs involved in repairing unmarked systems are the responsibility of the Owner. The cost of removing or circumventing concealed and/or undisclosed obstructions which prevent installation of the site improvements according to plan shall be charged as an extra to this contract. Examples of such obstructions include ledge rock, very large boulders, buried foundations, buried stumps, septic tanks, driveways/pavement, uncharted utilities, unsuitable soil, etc.

OWNER'S RESPONSIBILITIES

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