

# ROXBOROUGH VILLAGE METROPOLITAN DISTRICT

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

## **SPECIAL BOARD MEETING AGENDA**

**DATE:** November 17, 2020

**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:  
<https://us02web.zoom.us/j/85701170502>
  2. To attend via telephone, dial 346-248-7799 and enter the following additional information:
    - a. Meeting ID: 857 0117 0502
    - b. Passcode: 249367

<b><u>Board of Directors</u></b>	<b><u>Office</u></b>	<b><u>Term Expires</u></b>
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**

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### **II. DECLARATION OF QUORUM/DIRECTOR QUALIFICATIONS/DISCLOSURE MATTERS**

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### **III. APPROVE AGENDA**

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**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.

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**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. Consider Approval of the October 20, 2020 and October 27, 2020 Special Meeting Minutes (enclosed)
  - B. Review and Accept the Draft Financial Statements for September (enclosed)
  - C. Review and Accept the Cash Position and Property Tax Schedule for October (enclosed)
  - D. Review and Consider Approval of Current Claims, Approve Transfer of Funds, and Ratify Payment of Autopay Claims and Ratify Approval of Previous Claims (enclosed)
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**VI. FINANCIAL ITEMS**

- A. Conduct Public Hearing to Consider Amendment of 2020 Budget, Consider Approval of Resolution No. 2020-11-\_\_\_, Resolution to Amend 2020 Budget (enclosed)
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- B. Conduct Public Hearing to Consider Adoption of 2021 Budget; Appropriate Sums of Money and Set Milly Levy; Consider Approval of Resolution No. 2020-11-\_\_\_, Resolution to Adopt 2021 Budget, Resolution No. 2020-11-\_\_\_ Resolution to Appropriate Sums of Money, and Resolution No. 2020-11-\_\_\_ Resolution to Set Mill Levy (enclosed)
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- C. Review and Consider Approval of Resolution No. 2020-11-\_\_\_ Resolution 2020 Audit Engagement Letter with WIPFLI (enclosed)
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- D. Other
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**DISCUSSION AGENDA**

**VII. DIRECTOR ITEMS (10 minutes)**

A. Environmental Committee Update (enclosed)

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i. Discuss Drainage Erosion (enclosed)

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ii. Discuss Potential Nursery Location (enclosed)

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iii. Discuss Disturbances on District Land (enclosed)

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B. Other

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**VIII. MANAGER MATTERS (30 MINUTES)**

Master Plan

A. Feasibility Follow-Up

i. Feasibility Study Follow-Up

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ii. Communications Update by Ben Kelly (enclosed)

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B. Spillway Follow-Up

i. Spillway Schedule, Budget and Materiality and Follow-Up (to be distributed)

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- C. Update on Resident Request for Playground

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- D. Other

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**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

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- B. Update on Emergency Disaster Declaration

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- C. Review and Consider Approval of Resolution No. 2020-11-\_\_, 2021 Annual Administrative Matters Resolution (enclosed)

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- D. Review and Consider Approval of Resolution No. 2020-11-\_\_ Engagement Letter with Folkestad Fazekas Barrick and Patoile, P.C. for 2021 Legal Services (enclosed)

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- E. Review and Consider Approval of Resolution No. 2020-11-\_\_, Approving Renewal of Foothills Intergovernmental Agreement for Roxborough Village Metropolitan District Resident Use of Foothills Recreation Amenities for 2021 (enclosed)

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- F. Review and Consider Approval of Resolution No. 2020-11-\_\_ Approving Renewal of Management Services with CliftonLarsonAllen LLP (enclosed), Subject to Legal Review of Agreement/Engagement Letter

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- G. Review and Consider Approval of Resolution No. 2020-11-\_\_ Approving  
Renewal of Accounting Services with CliftonLarsonAllen LLP (enclosed),  
Subject to legal Review of Agreement/Engagement Letter
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- H. Review and Consider Resolution No. 2020-11-\_\_ Approving the 2021 Landscape  
Maintenance Services Agreement with Metco Landscape, LLC (to be distributed)
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- I. Review and Consider Resolution No. 2020-11-\_\_ Approving the 2021 Snow  
Removal Services Agreement with Metco Landscape, LLC (to be distributed)
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- J. Update on Imperial Park Use (enclosed)
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- K. Update on Drone Use (to be distributed)
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- L. Update on Jared Way Sunset Patio (enclosed)
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- M. Update on Jared Way Fence (enclosed)
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- N. Update on Water Line Project for Roxborough Water and Sanitation District
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- O. Other
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**X. ENGINEERING MATTERS (10 MINUTES)**

- A. Update on CDR Contract for Dugout (enclosed)
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- B. Discuss Spillway Bridge Crossing – Little Willow Creek Handrail
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**XI. LANDSCAPING MATTERS (10 MINUTES)**

- A. Bailey Tree Update via Written Enclosure (enclosed)
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- i. Bailey Tree Proposal for Comprehensive Tree Services (enclosed)
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- B. Metco Landscape Report – Bill Barr (enclosed)
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- C. Review and Consider Approval of Proposals

- i. Proposal to Install Controllers (enclosed)
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- D. Other
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**XII. OTHER BUSINESS (5 MINUTES)**

- A. Confirm Quorum for December 15, 2020 Special Meeting via Zoom.
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**XIII. ADJOURNMENT**

Roxborough Village Metropolitan District

Agenda – November 17, 2020

Page 7 of 7

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

**JANUARY**

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

**FEBRUARY**

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**MARCH**

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29	30	31				

**APRIL**

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26	27	28	29	30		

**MAY**

S	M	T	W	T	F	S
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17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

**JUNE**

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28	29	30				

**JULY**

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**AUGUST**

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23	24	25	26	27	28	29
30	31					

**SEPTEMBER**

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27	28	29	30			

**OCTOBER**

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18	19	20	21	22	23	24
25	26	27	28	29	30	31

**NOVEMBER**

S	M	T	W	T	F	S
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

**DECEMBER**

S	M	T	W	T	F	S
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6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

## 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, October 20, 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, October 20, 2020 at 6:00 p.m. via ZOOM. The meeting was open to the public.

#### **ATTENDANCE**

#### **In Attendance were Directors:**

Calvin Brown  
Debra Prysby  
Garry Cook  
Ephram Glass

#### **Also in Attendance were:**

Anna Jones & Nic Carlson; CliftonLarsonAllen LLP  
Katie James, Esq.; Folkestad Fazekas Barrick & Patoile, P.C.  
Bill Barr & Judy McNew; Metco Landscaping  
Todd Wenskoski; Livable Cities Studio  
Scott Barnett; Mulhern MRE, Inc.  
Alan Savage; Resident  
Brandon Gully, Charles Aher & Jason Mower;  
Colorado Plumbing Supply Distributors (CPS)  
Carrie Hanson; Resident

#### **CALL TO ORDER**

The meeting was called to order at 6:04 p.m. Director Wagner’s absence was excused.

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

Director Brown declared a quorum was present. No new conflicts were disclosed.

#### **APPROVE AGENDA**

Following review, upon a motion duly made by Director Brown, seconded by Director Glass, and upon vote unanimously carried, the Board approved the agenda as amended to include discussion regarding irrigation.

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

Resident Alan Savage discussed the use of unmanned aircrafts and requested additional signage in the open spaces to clarify what he believed to be a ban on such aircrafts per the current Rules and



## RECORD OF PROCEEDINGS

Regulations. Carrie Hanson also raised concerns regarding motorized aircraft use in the District.

### **CONSENT AGENDA**

- A. Consider Approval of the October 20, 2020 Special Meeting Minutes
- B. Review and Accept the Draft Financial Statements for September
- C. Review and Consider Approval of Current Claims, Approve Transfer of Funds, Ratify Payment of Autopay Claims and Ratify Approval of Previous Claims

Following review, upon a motion duly made by Director Cook, seconded by Director Glass, and upon vote unanimously carried, the Board approved the Consent Agenda, as presented.

### **FINANCIAL ITEMS**

- A. Other – None.

### **DISCUSSION AGENDA**

### **DIRECTOR ITEMS**

- A. Environmental Committee Update

Director Glass reviewed the Environmental Committee's report with the Board and made the following requests.

Director Glass requested \$2,200 to design and construct bat boxes. Following discussion, upon a motion duly made by Director Brown, seconded by Director Cook and, upon vote unanimously carried, the Board approved the design and construction of bat boxes for an amount not to exceed \$2,200.

Director Glass requested approval for \$600 for Ray Sperger with Ark Ecological Services, LLC to spend six hours on-site to walk the District and determine the best areas to plant native species, and an additional \$200 for native seeds. Director Glass also requested authority to spend an amount not to exceed \$1,000 to plant lilies. Following discussion, upon a motion duly made by Director Brown, seconded by Director Cook and, upon vote unanimously carried, the Board approved the Environmental Committee to carry out these plans detailed above in an amount not to exceed \$1800.

Director Glass requested \$100 to purchase fencing to protect trees from deer grazing. Following discussion, upon a motion duly made by Director Brown, seconded by Director Cook and, upon vote unanimously carried, the Board approved the Environmental Committee to purchase fencing to protect trees from deer grazing in an amount not to exceed \$100.

## RECORD OF PROCEEDINGS

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The Board discussed the possibility of establishing a nursery at the fire district property or at one of the schools. Director Glass will explore further and report back to the Board.

B. Other - None

### **MANAGER MATTERS**

#### Master Plan

A. Feasibility Follow Up

i. Feasibility Study Follow-up by Kimberly Armitage

Ms. Armitage reviewed the phase two approach for obtaining initial design proposals for a possible recreation center, such proposal having been included in the packet. Following discussion, upon a motion duly made by Director Prysby, seconded by Director Glass and, upon vote unanimously carried, the Board approved the phase two work with Evolution Builders in an amount not to exceed \$53,600.

ii. Communications Follow-Up by Ben Kelly

Mr. Kelly reviewed his outreach memo with the Board and outlined the upcoming task force application process.

iii. Update on Newsletter

Ms. Jones updated the Board on the newsletter, noting that it is almost finalized. Once the newsletter is in final form, CLA will distribute the newsletter to the Board for review.

B. Spillway Follow-Up

i. Spillway Schedule, Budget and Materiality and Follow-Up

Mr. Barnett updated the Board regarding the slab boulders and engineering portions of the spillway project. Mr. Wenskoski provided an update on the designs. Mr. Barnett noted he and Ms. Jones will meet with Douglas County onsite and report back regarding the timing, after that meeting.

## RECORD OF PROCEEDINGS

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### C. Update on Resident Request for Playground

Mr. Wenskoski shared a revised playground concept based on the Board's discussion at the previous Board meeting. The Board asked questions regarding accessibility for children with special needs as well as potential shade structures. Mr. Barnett indicated a utility easement would likely be required due to overhead power lines and possibly other utilities on the site. Director Brown asked that a shade structure be incorporated into the design.

### D. Other - None

## **LEGAL MATTERS**

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

No action taken at this time.

### B. Update on Emergency Disaster Declaration

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

### C. Update on Imperial Park Use

Ms. James provided an update on the letter sent to the homeowner, alerting him to the proper use of Imperial Park and the planned fence installation. Director Prysby requested signage restricting motorized vehicles. Ms. James will look into the language of the Rules and Regulations for that specific item. Mr. Barnett reported the surveyors at Imperial Park will be finished this week.

### D. Update on Drone Use

The Board discussed resident Savage's concerns about drones and other unmanned aircraft in the open space/parks. Ms. James reviewed the current Rules and Regulations on the subject, and that drones are not specifically prohibited. It appears the intention is to prevent both rocket launching (unless otherwise approved by the Board) and also the nuisance factor of unmanned aircrafts. Director Prysby and Director Cook discussed past rocket launching by the school, and that the Board had been approached

## RECORD OF PROCEEDINGS

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and given approval on those occasions. There was discussion among the Board whereby some Directors were in favor of a ban and others did not favor it. Ms. James discussed her research thus far and that the FAA has jurisdiction on such aircrafts ultimately. While some municipalities have enacted rules governing the matter, it has been a hot topic (according to her research) in some areas due to the dispute over whether the FAA only or other local jurisdictions can govern. Douglas County does not regulate the matter. The Board directed Ms. James to look for other examples of municipal regulation and possible language for updating the Rules and Regulations with 1) same concept/ban, 2) for addressing use but no nuisance, and 3) to allow the use.

E. Jared Way Sunset Patio

Ms. James provided an update on the Jared Way Sunset Patio encroachment. A follow up letter was sent to the homeowner regarding removal.

F. Other - None

### ENGINEERING MATTERS

A. Update on CDR Contract for Dugout

Mr. Barnett provided an update on the CDR Contract for Dugout, reporting that the project continues to progress.

B. Update on Irrigation Design and Next Steps and Controllers

Mr. Barr invited three team members from CPS to share with the Board how cloud-based controllers work and discuss the costs associated with the controllers. There are 17 controllers in the District and the cost is \$235 per year for communications per controller. The team will review water bills and irrigation repairs for one year. With this information and the site map of the landscaped area, they will determine the potential cost savings of a remote system. CLA will coordinate the information for Mr. Barr to distribute and review.

### LANDSCAPE MAINTENANCE

A. Bailey Tree Update via Written Enclosure

The Environmental Committee will arrange to meet Bailey Tree on site to review the 2021 proposal and provide the Board with a recommendation at the next meeting.

## RECORD OF PROCEEDINGS

- i. Bailey Tree Proposal for Comprehensive Tree Services

No action was taken at this time.

- B. Metco Landscape Report

No discussion.

- C. Review and Consider Approval of Proposals

- i. Metco Proposal for Fall Tree Plantings

Following review, upon a motion duly made by Director Glass, seconded by Director Cook and, upon vote unanimously carried, the Board approved the Metco proposal for fall tree plantings. The Environmental Committee will meet with Metco to determine the exact locations.

- ii. Metco Proposal for Holiday Lighting Installation

Following review, upon a motion duly made by Director Prysby, seconded by Director Cook and, upon vote unanimously carried, the Board approved the Metco proposal for holiday lighting installation.

- D. Other – None.

### OTHER BUSINESS

- A. Confirm Quorum for November 17, 2020 Special Meeting via ZOOM

A quorum was confirmed for the November 17, 2020 meeting.

### ADJOURNMENT

Upon a motion duly made by Director Prysby, seconded by Director Cook and, upon vote unanimously carried, the Board adjourned the meeting at 8:28 p.m.

Respectfully submitted,

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

Attest:

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

# 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, October 27, 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, October 27, 2020 at 6:00 p.m. via ZOOM. The meeting was open to the public.

### ATTENDANCE

#### In Attendance were Directors:

Calvin Brown  
Debra Prysby  
Garry Cook  
Ephram Glass  
Ed Wagner

#### Also in Attendance were:

Anna Jones, Nic Carlson, Gina Karapetyan & Janece Soendker;  
CliftonLarsonAllen LLP  
Katie James, Esq.; Folkestad Fazekas Barrick & Patoile, P.C.  
Todd Wenskoski; Livable Cities Studio  
Scott Barnett; Mulhern MRE, Inc.  
Kimberly Armitage; YMCA

### CALL TO ORDER

The meeting was called to order at 6:06 p.m.

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

Director Brown declared a quorum was present. No new conflicts were disclosed.

### APPROVE AGENDA

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

### DISCUSSION AGENDA

#### 2021 Budget Workshop

##### A. General Fund

Ms. Soendker reviewed the General Fund with the Board. The Board did not have any questions.

## RECORD OF PROCEEDINGS

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### B. Debt Service Fund

Ms. Soendker reviewed the Debt Service Fund with the Board. The Board did not have any questions.

### C. Capital Projects Fund

Ms. Soendker reviewed the Capital Projects Fund.

The Board agreed to include a line item in the Capital Projects Fund for a Roxborough Village monument west of Rampart Range Road on Waterton Road in the amount of \$70,000, thereby reducing the contingency line item from \$100,000 to \$30,000.

Mr. Barnett answered questions regarding irrigation upgrades and the potential to spread those costs over several years. The Board agreed to include \$100,000 for irrigation repairs and spreading the other upgrades over the next few years.

Ms. James and Ms. Soendker answered questions from the Board regarding the effects on future budgets should the Gallagher Amendment be repealed.

## **OTHER BUSINESS**

### A. Confirm Quorum for November 17, 2020 Special Meeting via ZOOM

A quorum was confirmed for the November 17, 2020 meeting.

### B. Other

Ms. Armitage reviewed the timeline for the recreation center design options/feasibility and answered questions from the Board.

Ms. James reviewed the timeline for a possible recreation center vote and answered questions from the Board regarding legal requirements for the ballot question.

## **ADJOURNMENT**

Upon a motion duly made by Director Prysby, seconded by Director Glass and, upon vote unanimously carried, the Board adjourned the meeting at 7:24 p.m.

## RECORD OF PROCEEDINGS

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Respectfully submitted,

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

Attest:

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



**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT**  
**FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2020**

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT  
BALANCE SHEET - GOVERNMENTAL FUNDS  
SEPTEMBER 30, 2020

18

	General	Debt Service	Capital Projects	Total
<b>ASSETS</b>				
Checking - FirstBank	\$ 52,139	\$ -	\$ -	\$ 52,139
Colotrust	862,662	1,730,517	1,569,694	4,162,873
Bond Fund 1993 A&B	-	1,365,133	-	1,365,133
Receivable from County Treasurer	15,224	533	-	15,757
Prepaid insurance	450	-	-	450
<b>TOTAL ASSETS</b>	<b>\$ 930,475</b>	<b>\$ 3,096,183</b>	<b>\$ 1,569,694</b>	<b>\$ 5,596,352</b>
<b>LIABILITIES AND FUND BALANCES</b>				
<b>CURRENT LIABILITIES</b>				
Accounts payable	\$ 179,734	\$ -	\$ 29,079	\$ 208,813
CAB deposit	-	-	3,020	3,020
<b>Total Liabilities</b>	<b>179,734</b>	<b>-</b>	<b>32,099</b>	<b>211,833</b>
<b>FUND BALANCES</b>				
<b>Total Fund Balances</b>	<b>750,741</b>	<b>3,096,183</b>	<b>1,537,595</b>	<b>5,384,519</b>
<b>TOTAL LIABILITIES AND FUND BALANCES</b>	<b>\$ 930,475</b>	<b>\$ 3,096,183</b>	<b>\$ 1,569,694</b>	<b>\$ 5,596,352</b>

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES AND  
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL  
FOR THE NINE MONTHS ENDED SEPTEMBER 30, 2020

19

GENERAL FUND

	Annual Budget	Year to Date Actual	Variance
REVENUES			
Interest income	\$ 10,000	\$ 7,777	\$ (2,223)
Miscellaneous income	7,000	1,348	(5,652)
Other revenue	-	3,700	3,700
Property taxes	982,751	980,335	(2,416)
Specific ownership tax	163,087	114,332	(48,755)
Sports field fees	1,000	-	(1,000)
TOTAL REVENUES	<u>1,163,838</u>	<u>1,107,492</u>	<u>(56,346)</u>
EXPENDITURES			
Accounting	45,000	40,569	4,431
Algae control	5,000	-	5,000
Auditing	5,200	4,950	250
Communications/website	15,000	10,413	4,587
Community events	35,000	68	34,932
Contingency	30,000	-	30,000
County Treasurer's fee	14,741	14,712	29
Directors' fees	8,000	5,700	2,300
District management	120,750	111,212	9,538
Dues and licenses	1,200	1,217	(17)
Election expense	65,000	8,549	56,451
Engineering	45,000	26,532	18,468
Foothills Park and Recreation fees	20,000	6,822	13,178
General repairs and maintenance	20,000	35,198	(15,198)
Graffiti removal/ vandalism	5,000	3,030	1,970
Insurance and bonds	13,000	9,953	3,047
Landscape contract	164,800	124,173	40,627
Landscape irrigation maintenance	25,000	45,159	(20,159)
Landscape maintenance & repairs	75,000	95,493	(20,493)
Landscape weed control	20,000	30,716	(10,716)
Legal services	70,000	69,213	787
Miscellaneous	4,000	844	3,156
Mosquito control	16,000	12,000	4,000
Newsletter and postage	3,000	3,730	(730)
Nonpotable water purchase usage	70,000	47,924	22,076
Open space maintenance / fire mitigation	25,000	-	25,000
Payroll taxes	612	436	176
Playground repairs and maintenance	30,000	7,641	22,359
Portable restrooms	3,000	2,877	123
Seasonal lights	14,000	-	14,000
Skate Park maintenance	15,000	625	14,375
Snow removal	40,000	19,998	20,002
Tree maintenance	80,000	61,890	18,110
Tree spraying	40,000	-	40,000
Utilities	15,000	10,646	4,354
TOTAL EXPENDITURES	<u>1,158,303</u>	<u>812,290</u>	<u>346,013</u>
NET CHANGE IN FUND BALANCES	5,535	295,202	289,667
FUND BALANCES - BEGINNING	<u>436,348</u>	<u>455,539</u>	<u>19,191</u>
FUND BALANCES - ENDING	<u>\$ 441,883</u>	<u>\$ 750,741</u>	<u>\$ 308,858</u>

## SUPPLEMENTARY INFORMATION

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT  
SCHEDULE OF REVENUES, EXPENDITURES AND  
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL  
FOR THE NINE MONTHS ENDED SEPTEMBER 30, 2020

21

DEBT SERVICE FUND

	Annual Budget	Year to Date Actual	Variance
REVENUES			
Property taxes	\$ 829,326	\$ 827,287	\$ (2,039)
Interest income	55,000	22,896	(32,104)
TOTAL REVENUES	<u>884,326</u>	<u>850,183</u>	<u>(34,143)</u>
EXPENDITURES			
County Treasurer's fee	12,440	12,415	25
Paying agent fees	2,700	2,400	300
Bond interest - Series 1993	138,407	69,697	68,710
Bond interest - Series 2014	47,299	23,650	23,649
Bond principal - Series 2014	875,000	-	875,000
Bond principal - Series 1993	900,000	-	900,000
Contingency	5,000	-	5,000
TOTAL EXPENDITURES	<u>1,980,846</u>	<u>108,162</u>	<u>1,872,684</u>
NET CHANGE IN FUND BALANCES	(1,096,520)	742,021	1,838,541
FUND BALANCES - BEGINNING	<u>2,331,025</u>	<u>2,354,162</u>	<u>23,137</u>
FUND BALANCES - ENDING	<u>\$ 1,234,505</u>	<u>\$ 3,096,183</u>	<u>\$ 1,861,678</u>

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT  
SCHEDULE OF REVENUES, EXPENDITURES AND  
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL  
FOR THE NINE MONTHS ENDED SEPTEMBER 30, 2020

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CAPITAL PROJECTS FUND

	Annual Budget	Year to Date Actual	Variance
REVENUES			
Lottery proceeds	\$ 36,000	\$ 27,420	\$ (8,580)
TOTAL REVENUES	<u>36,000</u>	<u>27,420</u>	<u>(8,580)</u>
EXPENDITURES			
Accounting	3,000	-	3,000
Baseball field improvements	5,000	-	5,000
Contingency	100,000	-	100,000
District management	40,000	37,376	2,624
Engineering	20,000	18,676	1,324
Irrigation upgrades/replacement	150,000	-	150,000
Legal services	5,000	4,006	994
Master plan	325,000	151,174	173,826
Parking lot improvements	3,000	-	3,000
Spillway / embankment	150,000	11,644	138,356
Trails/bike path	25,000	51,799	(26,799)
Water rights enhancements	20,000	13,750	6,250
TOTAL EXPENDITURES	<u>846,000</u>	<u>288,425</u>	<u>557,575</u>
NET CHANGE IN FUND BALANCES	(810,000)	(261,005)	548,995
FUND BALANCES - BEGINNING	<u>1,553,426</u>	<u>1,798,600</u>	<u>245,174</u>
FUND BALANCES - ENDING	<u>\$ 743,426</u>	<u>\$ 1,537,595</u>	<u>\$ 794,169</u>

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT  
SCHEDULE OF REVENUES AND EXPENDITURES  
FOR THE NINE MONTHS ENDED SEPTEMBER 30, 2020

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CHATFIELD FARMS

	Annual Budget	Year to Date Actual	Variance
REVENUES			
Property taxes	\$ 261,722	\$ 291,650	\$ 29,928
TOTAL REVENUES	<u>261,722</u>	<u>291,650</u>	<u>29,928</u>
EXPENDITURES			
Accounting	6,750	7,445	(695)
Algae control	750	-	750
Auditing	750	747	3
Communications/website	80	1,572	(1,492)
Community events	5,250	10	5,240
County Treasurer's fee	3,926	4,377	(451)
Directors' fees	1,200	861	339
District management	18,112	16,793	1,319
Dues and licenses	180	184	(4)
Election expense	9,750	1,291	8,459
Engineering	6,750	4,006	2,744
General repairs and maintenance	3,000	5,315	(2,315)
Graffiti removal/ vandalism	750	458	292
Insurance and bonds	1,950	1,503	447
Landscape contract	40,000	30,000	10,000
Landscape irrigation maintenance	3,750	6,819	(3,069)
Landscape maintenance & repairs	11,250	14,419	(3,169)
Landscape weed control	3,000	4,638	(1,638)
Legal services	10,500	10,451	49
Miscellaneous	600	128	472
Mosquito control	2,400	1,812	588
Newsletter and postage	450	309	141
Nonpotable water purchase usage	10,500	7,236	3,264
Portable restrooms	1,500	1,438	62
Seasonal lights	2,100	-	2,100
Skate Park maintenance	2,250	-	2,250
Snow removal	6,000	3,020	2,980
Tree maintenance	6,000	-	6,000
Utilities	2,250	-	2,250
Capital outlay / expenses	48,750	-	48,750
Water rights / enhancements	3,000	-	3,000
TOTAL EXPENDITURES	<u>213,498</u>	<u>124,832</u>	<u>88,666</u>
NET CHANGE IN FUND BALANCES	48,224	166,818	118,594
FUND BALANCES - BEGINNING	<u>611,139</u>	<u>611,139</u>	<u>-</u>
FUND BALANCES - ENDING	<u>\$ 659,363</u>	777,957	<u>\$ 118,594</u>
INTEREST ON SHORTFALL		14,058	
CAPITAL RESERVE CONTRIBUTION			
Annual Contribution - Prior Years		(391,604)	
Annual Contribution - Current Year		<u>(31,198)</u>	
		<u>\$ 369,213</u>	

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT  
2020 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

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**Services Provided**

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

On September 3, 1985, the District's voters authorized total indebtedness of \$12,000,000 for the above listed facilities and powers. The authorization provided that the bonds would be subject to a maximum net interest rate of 15% per annum. At a special election on December 30, 1992, the District's voters authorized an additional \$14,000,000. The authorization provided that the bonds would be subject to a minimum mill levy for property taxes which increases from 16.0 mills in 1993 to 39.5 mills in 2005 through 2042 adjusted for changes in the State mandated assessment procedures and the levy must be sufficient to generate a minimum revenue as stated in the ballot question. On November 2, 2004, the District's voters authorized additional indebtedness in an amount not to exceed \$10,500,000 at an interest rate not to exceed 7% per annum. At December 31, 2017 the District had authorized but unissued indebtedness of \$475,000 for the purpose of debt refunding.

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

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

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

**Revenues**

**Property Taxes**

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



**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT  
2020 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

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**Revenues - (continued)**

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

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

**Specific Ownership Taxes**

Specific ownership taxes are set by the State and collected by the County Treasurer, primarily on vehicle licensing within the County as a whole. The specific ownership taxes are allocated by the County Treasurer to all taxing entities within the County. The budget assumes that the District's share will be equal to approximately 9% of the property taxes collected by both the General Fund and the Debt Service Fund.

**Net Investment Income**

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

**Expenditures**

**Administrative and Operating Expenditures**

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

**County Treasurer's Fees**

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

**Debt Service**

Principal and interest payments in 2020 are provided based on the debt amortization schedule from the Series 1993 Bonds and Series 2014 Loan (discussed under Debt and Leases).

**Capital Projects**

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

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT  
2020 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

26

**Debt and Leases**

**Series 1993 Bonds**

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

**1993 Series B Principal Only**

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

**Series 2014 Loan**

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

**Reserves**

**Emergency Reserves**

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

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT**  
**SCHEDULE OF DEBT SERVICE REQUIREMENTS TO MATURITY**  
**December 31, 2019**

Year	1993 Series B (Note A) Principal Only Bonds Interest Rate 10.41% Principal Paid December 31 Interest Paid June 30 and December 31		2014 Series - \$6,390,000 General Obligation Refunding Tax-Free Loan October 24, 2014 Interest Rate 2.03% Interest Paid June 1 and December 1		Total		
	Principal	Interest	Principal	Interest	Principal	Interest	Total
2020	\$ 900,000	\$ 138,407	\$ 875,000	\$ 47,299	\$ 1,775,000	\$ 185,706	\$ 1,960,706
2021	429,560	44,717	1,455,000	29,537	1,884,560	74,254	1,958,814
	<u>\$ 1,329,560</u>	<u>\$ 183,124</u>	<u>\$ 2,330,000</u>	<u>\$ 76,836</u>	<u>\$ 3,659,560</u>	<u>\$ 259,960</u>	<u>\$ 3,919,520</u>

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT**  
**Schedule of Cash Position**  
**September 30, 2020**  
**Updated as of November 11, 2020**

	<b>General Fund</b>	<b>Debt Service Fund</b>	<b>Capital Projects Fund</b>	<b>Total</b>
<b><u>FirstBank - Checking Account</u></b>				
Balance as of 09/30/20	\$ 52,138.60	\$ -	\$ -	\$ 52,138.60
Subsequent activities:				-
10/14/20 - Transfer from Colotrust	105,044.50	300.00	25,655.50	131,000.00
10/19/20 - Bill.com Payment	(102,376.19)	-	(25,655.50)	(128,031.69)
10/22/20 - IREA September	(1,657.38)	-	-	(1,657.38)
10/22/20 - ADP Payroll/taxes- October meeting	(430.60)	-	-	(430.60)
10/27/20 - Wire to Mail Masters, invoice # 57496	(1,669.86)	-	-	(1,669.86)
10/27/20 - Xcel Energy September	(20.63)	-	-	(20.63)
10/29/20 - ADP Payroll/taxes - Budget meeting	(538.25)	-	-	(538.25)
11/09/20 - IREA October	(926.50)	-	-	(926.50)
11/10/20 - Bill.com Payment	-	(300.00)	-	(300.00)
Anticipated ADP Payroll/taxes - November	(520.25)	-	-	(520.25)
Anticipated Payables	(126,032.53)	-	(21,259.76)	(147,292.29)
Anticipated IREA Payment	(591.00)	-	-	(591.00)
Anticipated Roxborough Water payment - August	(16,496.34)	-	-	(16,496.34)
Anticipated Transfer from Colotrust	145,740.24	-	21,259.76	167,000.00
<i>Anticipated Balance</i>	<u>51,663.81</u>	<u>-</u>	<u>-</u>	<u>51,663.81</u>
<b><u>Colotrust - Plus</u></b>				
Balance as of 09/30/20	862,661.63	1,730,517.10	1,569,694.30	4,162,873.03
Subsequent activities:				
10/12/20 - September PTAX	15,224.41	532.98	-	15,757.39
10/14/20 - Transfer to Checking	(105,044.50)	(300.00)	(25,655.50)	(131,000.00)
10/31/20 - Interest Income	189.06	441.15	-	630.21
11/10/20 - Insurance Proceeds	66,303.00	-	-	66,303.00
11/10/20 - October PTAX	14,286.73	521.40	-	14,808.13
Anticipated Transfer to Checking	(145,740.24)	-	(21,259.76)	(167,000.00)
Anticipated December 1 D/S Payment	-	(898,649.50)	-	(898,649.50)
<i>Anticipated Balance</i>	<u>707,880.09</u>	<u>833,063.13</u>	<u>1,522,779.04</u>	<u>3,063,722.26</u>
<b><u>UMB - 1993 A &amp; B Bond Fund</u></b>				
Balance as of 09/30/20	-	1,365,133.01	-	1,365,133.01
Subsequent activities:				
10/31/20 - Interest Income	-	11.10	-	11.10
Anticipated December 31 D/S Payment	-	(969,203.50)	-	(969,203.50)
<i>Anticipated Balance</i>	<u>-</u>	<u>395,940.61</u>	<u>-</u>	<u>395,940.61</u>
<b><i>Anticipated Balances</i></b>	<b><u>\$ 759,543.90</u></b>	<b><u>\$ 1,229,003.74</u></b>	<b><u>\$ 1,522,779.04</u></b>	<b><u>\$ 3,511,326.68</u></b>

**Yield information (as of 10/31/20):**

First Bank - 0.0%

Colotrust Plus - 0.1813%

**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	16,440.90	-	15,590.90	422.42	(252.93)	32,201.29	0.91%	99.48%	60,808.27	0.96%	99.42%	
August	3,876.58	-	13,540.16	152.46	(60.44)	17,508.76	0.21%	99.69%	40,946.33	0.35%	99.78%	
September	1,081.11	-	14,647.26	45.92	(16.90)	15,757.39	0.06%	99.75%	31,451.65	0.05%	99.83%	
October	1,023.15	-	13,740.70	60.62	(16.34)	14,808.13	0.06%	99.81%	18,662.53	-0.26%	99.57%	
November	-	-	-	-	-	-	0.00%	99.81%	26,396.63	-0.06%	99.51%	
December	-	-	-	-	-	-	0.00%	99.81%	32,171.88	0.00%	99.51%	
	\$ 1,808,644.60	\$ -	\$ 128,072.25	\$ 944.74	\$ (27,143.93)	\$ 1,910,517.66	99.81%	99.81%	\$ 3,478,350.47	99.51%	99.51%	

	Taxes Levied	% of Levied	Property Taxes Collected	% Collected to Amount Levied	Chatfield Farms
<b><u>Property Tax</u></b>					
General Fund	\$ 982,751	54.23%	\$ 980,889.49	99.81%	\$ 261,722.00
Debt Service Fund	829,326	45.77%	827,755.11	99.81%	-
	<u>\$ 1,812,077</u>	<u>100.00%</u>	<u>\$ 1,808,644.60</u>	<u>99.81%</u>	<u>\$ 261,722.00</u>
<b><u>Specific Ownership Tax</u></b>					
General Fund	\$ 163,087	100.00%	\$ 128,072.25	78.53%	
Debt Service Fund	-	0.00%	-	0.00%	
	<u>\$ 163,087</u>	<u>100.00%</u>	<u>\$ 128,072.25</u>	<u>78.53%</u>	
<b><u>Treasurer's Fees</u></b>					
General Fund	\$ 14,741	54.23%	\$ 14,721.08	99.86%	\$ 4,379.52
Debt Service Fund	12,440	45.77%	12,422.85	99.86%	-
	<u>\$ 27,181</u>	<u>100.00%</u>	<u>\$ 27,143.93</u>	<u>99.86%</u>	<u>\$ 4,379.52</u>

**Roxborough Village Metro District  
Claims Listing  
11.11.2020**

<b>Vendor</b>	<b>Invoice #</b>	<b>Description</b>	<b>Balance</b>
<b>ACH</b>			
*Intermountain Rural Electric Association	25782000	Utilities	\$ 739.41
*Intermountain Rural Electric Association	21419100	Utilities	48.00
*Intermountain Rural Electric Association	85311102	Utilities	504.00
*Intermountain Rural Electric Association	26129901	Utilities	21.00
*Intermountain Rural Electric Association	85210100	Utilities	99.80
*Intermountain Rural Electric Association	25968000	Utilities	22.02
*Intermountain Rural Electric Association	21367302	Utilities	21.57
*Intermountain Rural Electric Association	85311000	Utilities	22.47
*Intermountain Rural Electric Association	23509300	Utilities	18.00
*Intermountain Rural Electric Association	85350300	Utilities	21.23
			<hr/> 1,517.50
Roxborough Water & Sanitation District	7122162	Nonpotable water purchase usage	16,496.34
<b>Check or Epayment</b>			
<b>General</b>			
CliftonLarsonAllen, LLP	2671266	District management	11,944.75
CDR Construction	11/11/2020	Playground repairs and maintenance	396.63
CliftonLarsonAllen, LLP	2671266	Communications/website	389.75
Colorado Community Media	9411	Newsletter and postage	27.08
Folkestad Fazekas Barrick & Patoile, P.C	36632	Legal services	7,734.50
Folkestad Fazekas Barrick & Patoile, P.C	36218	Election expense	101.50
Foothills Park & Recreation District	SALES000000033481	Foothills Park and Recreation fees	459.50
Foothills Park & Recreation District	SALES000000033509	Foothills Park and Recreation fees	482.66
Metco Landscape, LLC	SM195902	Landscape contract	13,797.00
Metco Landscape, LLC	555415	Snow removal	990.00
Metco Landscape, LLC	555444	Snow removal	450.00
Metco Landscape, LLC	555169	Tree maintenance	10,750.00
Mulhern MRE Inc.	MMRE62204	Engineering	136.00
Mulhern MRE Inc.	MMRE62203	Engineering	942.00
Plumb Marketing	57496	Communications/website	1,669.86
Survey Systems	9565	Miscellaneous	2,500.00
United Site Services	114-11094281	Portable restrooms	172.80
Western States Reclamation, Inc.	25050-01	Landscape repair and maintenance	72,915.70
United Site Services	114-11094282	Portable restrooms	172.80
			<hr/> 126,032.53
<b>Capital</b>			
Ben Kelly	008.10.2020.1	Master plan	2,550.00
CliftonLarsonAllen, LLP	2671266	District management	4,465.50
Evolution Builders	19189	Master plan	10,821.76
Folkestad Fazekas Barrick & Patoile, P.C	36219	Legal services	1,366.50
Mulhern MRE Inc.	MMRE62202	Engineering	272.00
Mulhern MRE Inc.	MMRE62201	Spillway / embankment	1,784.00
			<hr/> 21,259.76
<b>TOTAL Checks/Epayment</b>			<hr/> <b>\$ 147,292.29</b>

**RESOLUTION NO. 2020-11-\_\_**

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

**A RESOLUTION SUMMARIZING EXPENDITURES AND REVENUES FOR EACH  
FUND AND ADOPTING AN AMENDED BUDGET FOR THE ROXBOROUGH  
VILLAGE METROPOLITAN DISTRICT, DOUGLAS COUNTY, COLORADO, FOR  
THE CALENDAR YEAR BEGINNING ON THE FIRST DAY OF JANUARY 2020, AND  
ENDING ON THE LAST DAY OF DECEMBER 2020**

The Board of Directors of Roxborough Village Metropolitan District (the “District”) appointed CliftonLarsonAllen LLP, a Minnesota limited liability partnership, to prepare and submit a proposed Amended Budget for 2020 to the Board of Directors of the District, and they have submitted such proposed Amended Budget for 2020 to the Board of Directors of the District for its consideration; and

Pursuant to due and proper notice published on October 29, 2020 in accordance with the law, interested electors of the District were given the opportunity to file or register any objections to the proposed Amended Budget; and

Such Amended Budget was open for inspection by the public at a designated place: the office of CliftonLarsonAllen LLP, located at 8390 East Crescent Parkway, Suite 300, Greenwood Village, Colorado; and

A public hearing was held on November 17, 2020, at 6:00 p.m., via a Zoom conference call; and

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

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

Section 1. That the Amended Budget as submitted, amended, and summarized by fund and attached hereto as Exhibit A, is hereby approved and adopted as the Budget of the Roxborough Village Metropolitan District for the year 2020.

Section 2. That the approved and adopted Amended Budget for 2020 shall be signed by the President or Vice President and Secretary or Assistant Secretary of the District and shall be made a part of the public records of the District and filed in accordance with applicable law.

APPROVED AND ADOPTED this 17<sup>th</sup> day of November, 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



**EXHIBIT A**  
**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT**  
**AMENDED BUDGET FOR 2020**

**RESOLUTION NO. 2020-11-\_\_**

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

**A RESOLUTION SUMMARIZING EXPENDITURES AND REVENUES FOR EACH  
FUND AND ADOPTING A BUDGET FOR THE ROXBOROUGH VILLAGE  
METROPOLITAN DISTRICT, DOUGLAS COUNTY, COLORADO, FOR THE  
CALENDAR YEAR BEGINNING ON THE FIRST DAY OF JANUARY 2021, AND  
ENDING ON THE LAST DAY OF DECEMBER 2021**

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

WHEREAS, the District Manager, has submitted a proposed budget to the Board of Directors of the District on or before October 15, 2020, for its consideration; and

WHEREAS, upon due and proper notice published on October 29, 2020 in accordance with the law, said proposed budget was open for inspection by the public at a designated place: the office of CliftonLarsonAllen LLP, located at 8390 East Crescent Parkway, Suite 300, Greenwood Village, Colorado, and interested electors of the District were given the opportunity to file or register any objections to the proposed budget; and a public hearing was held on November 17, 2020, via a Zoom conference call; and

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

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

Section 1. That the budget as submitted, amended, and summarized by fund and attached hereto as Exhibit A, is hereby approved and adopted as the Budget of the Roxborough Village Metropolitan District for the year 2021.

Section 2. That the 2021 Budget hereby approved and adopted shall be signed by the President and Secretary of the District, made a part of the public records of the District and filed in accordance with applicable law.

APPROVED AND ADOPTED this 17<sup>th</sup> day of November, 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

**EXHIBIT A**  
**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT**  
**2021 BUDGET**

**RESOLUTION NO. 2020-11-\_\_**

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

**A RESOLUTION APPROPRIATING SUMS OF MONEY TO THE VARIOUS  
FUNDS IN THE AMOUNT AND FOR THE PURPOSE AS SET FORTH BELOW,  
FOR THE ROXBOROUGH VILLAGE METROPOLITAN DISTRICT,  
DOUGLAS COUNTY, COLORADO,  
FOR THE 2021 BUDGET YEAR**

WHEREAS, the Board of Directors of Roxborough Village Metropolitan District (the “District”) has adopted the annual budget in accordance with the Local Government Budget Law of Colorado, Section 29-1-101 et seq, C.R.S., on November 17, 2020; and

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

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

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

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

General Fund	\$ 1,207,000
Debt Service Fund	\$ 1,977,233
Capital Projects Fund	\$ 755,300

APPROVED AND ADOPTED this 17<sup>th</sup> day of November, 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

**RESOLUTION NO. 2020-11-\_\_****RESOLUTION OF THE BOARD OF DIRECTORS  
OF ROXBOROUGH VILLAGE METROPOLITAN DISTRICT  
DOUGLAS COUNTY, COLORADO****A RESOLUTION LEVYING PROPERTY TAXES FOR YEAR 2020 FOR COLLECTION  
IN 2021, TO HELP DEFRAY THE COSTS OF GOVERNMENT  
FOR THE ROXBOROUGH VILLAGE METROPOLITAN DISTRICT,  
DOUGLAS COUNTY, COLORADO,  
FOR THE 2021 BUDGET YEAR**

The Board of Directors of the Roxborough Village Metropolitan District has adopted the annual budget, in accordance with the Local Government Budget Law of Colorado, Section 29-1-101 et seq, C.R.S., on November 17, 2020; and

The 2020 valuation for assessment for the Roxborough Village Metropolitan District (the "District"), as certified by the Douglas County Assessor is \$ 80,238,960; and

The amount of money necessary to balance the budget for general operating purposes from property tax revenue is \$969,848; and

The amount of money necessary to balance the budget for voter approved bonds and interest is \$738,198.

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

Section 1. That for the purpose of meeting all general operating expenses of the District during the 2021 budget year, there is hereby levied a tax of 12.087 mills\* upon each dollar of the total valuation for assessment of all taxable property within the District for the year 2020.

Section 2. That for the purpose of meeting all payments for bonds and interest of the District during the 2021 budget year, there is hereby levied a tax of 9.200 mills upon each dollar of the total valuation for assessment of all taxable property within the District for the year 2020.

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

\*Which includes 0.000 mills for refunds and abatements

APPROVED AND ADOPTED this 17<sup>th</sup> day of November, 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



October 22, 2020

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

We are pleased to serve as the independent auditors for Roxborough Village Metropolitan District ("Client") for the year ended December 31, 2020. This letter, together with the attached Terms and Conditions – Attest Engagements, confirms the terms of our engagement.

We will audit Client's financial statements, the related notes to the financial statements, and, if applicable, supplementary information.

#### **Fees**

Our fees for this engagement will be billed as work progresses, and progress billings may be submitted. Based upon our discussions with representatives of Client, the fee for this engagement will be \$5000. Expenses for items such as travel, telephone, postage, clerical time, printing, and reproduction of financial statements are included in the fee. Our fee has been determined based on our understanding obtained through discussions with you regarding your preparation for the engagement and your current business operations. To the extent we encounter circumstances outside of our expectations that warrant additional procedures and time, we will communicate that fact and advise you of options and the additional fees necessary to complete the engagement. We expect payment of our billings within 30 days after submission.

#### **Audit Objective**

The objective of our audit is the expression of an opinion about whether the financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States ("GAAP"). Our audit will be conducted in accordance with auditing standards generally accepted in the United States ("GAAS") and will include tests of Client's accounting records and other procedures we consider necessary to enable us to express such an opinion.

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

### Audit Procedures, Limitations, and Independence

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

Our audit will include obtaining an understanding of Client and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements, and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and you internal control related matters that are required to be communicated under professional standards.

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

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

We will issue a written report upon completion of our audit of Client's financial statements. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add an emphasis-of-matter or other-matter paragraph. If our opinion is other than unmodified, we will discuss the reasons with Client management and you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement.

Professional and certain regulatory standards require us to be independent in both fact and appearance. Any discussions that you have with Wipfli personnel regarding employment could pose a threat to our independence. Therefore, we request that you inform us immediately prior to any such discussions so that we can implement appropriate safeguards to maintain our independence.

In order for us to remain independent, professional and regulatory standards require us to maintain certain respective roles and relationships with you with respect to any nonattest services we may be asked to perform. Prior to performing such services in conjunction with our audit, management must acknowledge its acceptance of certain responsibilities.

### **Responsibilities of Management**

Management is responsible for the financial statements, the related notes to financial statement and, if applicable, the supplementary information, and underlying financial records and for establishing and maintaining internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with GAAP. Management is also responsible for making all financial records and related information available to us, for the accuracy and completeness of that information, and for providing us with (a) access to all information of which it is aware that is relevant to the preparation and fair presentation of the financial statements, (b) additional information that we may request for the purpose of the audit, and (c) unrestricted access to persons within Client from whom we determine it necessary to obtain audit evidence.

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

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

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

As required by GAAS, at the close of the audit we will request from management certain written confirmation concerning oral and written representations made to us in connection with the audit in order to indicate and document the continuing appropriateness of such representations and reduce the possibility of misunderstanding.

Because of the importance of management's representations to an effective audit, Client agrees to release and indemnify Wipfli LLP, its partners, employees, agents, and assigns from any liability, cost, or expense relating to our services under this Letter attributable to any knowing misrepresentation by management. The preceding sentence shall not apply and shall be of no effect in the event its application, in the judgment of any government body or regulatory agency, would impair our independence as your auditor.

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

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

### Management Assistance

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

### Other Services

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

Management is responsible for assuming all management responsibilities and for overseeing these services by designating an individual, preferably within senior management, with suitable skill, knowledge, and/or experience. Management is responsible for evaluating the adequacy and results of the services performed and accepting responsibility for them.

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

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

October 22, 2020

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

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

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

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

#### Other

Greg Livin will be your audit engagement partner.

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

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



Wipfli LLP

Roxborough Village Metropolitan District

Page 6

October 22, 2020

ACCEPTED: ROXBOROUGH VILLAGE METROPOLITAN DISTRICT

By: \_\_\_\_\_

\_\_\_\_\_  
(Print Name and Title)

Date: \_\_\_\_\_

GL

Enc.

Revision Date (02/24/20)

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## Engagement Letter

## Terms and Conditions – Attest Engagements

**1. Entire Agreement**

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

**2. Commencement and Term**

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

**3. Fee Estimates and Change Orders**

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

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

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

**4. Fees**

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

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

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

**5. Independent Contractor**

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

**6. Non-Exclusivity**

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

**7. Privacy and Engagement Staffing**

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

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

For additional information related to client personal information, please see Wipfli's Privacy Statement located at [www.wipfli.com/privacy-statement](http://www.wipfli.com/privacy-statement).

## Engagement Letter

## Terms and Conditions – Attest Engagements

8. Wipfli Owners

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

9. Intellectual Property Rights

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

10. Governing Law

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

11. Severability

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

12. Record Retention

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

13. Termination

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

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

14. Assignment

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



## **Environmental Committee Updates**

### **Planting Planning:**

- We met with Ray Sperger and did walk-throughs by Crystal Lake and Willow Creek. He provided recommendations for both areas. From those recommendations, we'll put together plans for both areas.
- Carrie Hanson organized an experimental seeding effort to put some of Ray's suggestions into practice. We gathered some local seeds and had 18 volunteers plant 11 different species of wildflowers on 20 sites on the north end of the Willow Creek greenway. We'll monitor these sites to see if our planting methods worked and what species do well.

### **Tree Planting:**

- We marked out tree placements for Metco to plant trees on the east side of Village Circle West opposite Imperial Park.

### **Bailey Contract:**

- We recommend sticking with Bailey's routine maintenance activities excluding any insecticidal treatments. It's more financially prudent to leave ash trees untreated though they are susceptible to the ash borer (which George has not seen in our trees yet). Since our pine trees are only susceptible to insect damage when stressed, George recommended watering the few trees we have in unirrigated areas during drought conditions. He will be providing a list of those trees so we can target those for extra watering.

### **Proposed nursery update:**

- In conjunction with Roxborough Intermediate School, we identified a promising location for a native plant nursery at the northwest corner of their building. It's near a water manifold, has good visibility, is covered by the school's cameras, is easily accessible, has flat ground, and has good sun exposure.

## Herschberg, Natalie

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**From:** Jones, Anna  
**Sent:** Wednesday, October 28, 2020 2:18 PM  
**To:** Herschberg, Natalie  
**Cc:** Carlson, Nicholas  
**Subject:** FW: [External] Drainage erosion  
**Attachments:** -262196214598435829.jpg; -3926903293050255366.jpg; -2350857614620523552.jpg; -3801413018620582521.jpg

Photos and email for Nov meeting packet – under Env Comm  
 Thx!!



**Anna Jones, Public Manager**  
 Outsourcing, CliftonLarsonAllen LLP

Direct 303-793-1478, Mobile 303-931-6134  
[anna.jones@CLAconnect.com](mailto: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](http://CLAconnect.com)

WEALTH ADVISORY | OUTSOURCING | AUDIT, TAX, AND CONSULTING



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

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**From:** Ephram Glass <[ephramglass@gmail.com](mailto:ephramglass@gmail.com)>  
**Sent:** Wednesday, October 28, 2020 9:00 AM  
**To:** Jones, Anna <[Anna.Jones@claconnect.com](mailto:Anna.Jones@claconnect.com)>  
**Cc:** Debra Prysby <[debbieprysby@gmail.com](mailto:debbieprysby@gmail.com)>  
**Subject:** [External] Drainage erosion



**Think Security**  
 at CLA

This email originated from an external source.

Anna,

Carrie and Ray Sperger noticed there was a blockage removed from the drainage [here](#) that is causing erosion and undercutting the trees in that area. Ray said the stuff that was blocking the drain was put in the wrong place which caused the outflow to go in the wrong direction thereby causing the erosion.

I wasn't aware that we were doing any work in that area - was that Metco? Is it possible to have Bill Barr talk with Ray to figure out a solution? I've attached Carrie's photos for reference.

Thanks,  
 Ephram

















## 2009-2020 Science CAS Gaps/Overlaps

### ALL Science - 2020 CAS Content

<https://www.cde.state.co.us/standardsandinstruction/standards>

### Standards Detailed Changes

#### **Roxborough Primary and Intermediate Programme of Inquiry 2020-21**

<b>Grade/ Age</b>	<b>Who We Are</b>	<b>Where We Are in Place and Time</b>	<b>How We Express Ourselves</b>	<b>How the World Works</b>	<b>How We Organize Ourselves</b>	<b>Sharing the Planet</b>
	An inquiry into <ul style="list-style-type: none"> <li>the nature of the self (K)</li> <li>beliefs and values (1,4,6)</li> <li>personal, physical, mental, social and spiritual health (5,K)</li> <li>human relationships including families, friends, communities and cultures (1,2, 4, 6)</li> <li>rights and responsibilities (2,3)</li> <li>what it means to be human (5)</li> </ul>	An inquiry into <ul style="list-style-type: none"> <li>orientation in place and time (K,3,6)</li> <li>personal histories (K,2)</li> <li>homes and journeys (3,5)</li> <li>the discoveries, explorations and migrations of humankind (5, 4, 6)</li> <li>the relationships between and the interconnectedness of individuals and civilizations, from local and global perspectives (1,5,2,4,6)</li> </ul>	An inquiry into <ul style="list-style-type: none"> <li>the ways in which we discover and express ideas, feelings, nature, culture, beliefs and values (K,1,2,3,4,5,6)</li> <li>the ways in which we reflect on, extend and enjoy our creativity (K,2)</li> <li>our appreciation of the aesthetic (2,5)</li> </ul>	An inquiry into <ul style="list-style-type: none"> <li>the natural world and its laws (K,1,2,3,4,6)</li> <li>the interaction between the natural world (physical and biological) and human societies (6)</li> <li>how humans use their understanding of scientific principles (2,3,5)</li> <li>the impact of scientific and technological advances on society and on the environment (6)</li> </ul>	An inquiry into <ul style="list-style-type: none"> <li>the interconnectedness of human-made systems and communities (K,1,2,6)</li> <li>the structure and function of organizations (K,2,5,6)</li> <li>societal decision-making (2,3,5,6)</li> <li>economic activities and their impact on humankind and the environment (3, 4)</li> </ul>	An inquiry into <ul style="list-style-type: none"> <li>rights and responsibilities in the struggle to share finite resources with other people and with other living things (K,1,2,3,4,5,6)</li> <li>communities and the relationships within and between them (2)</li> <li>access to equal opportunities (5)</li> <li>peace and conflict resolution (6)</li> </ul>

K 4-5 years	<u>Jan. - Feb. (5 weeks)</u>  <b>Central Idea:</b> Wellness is impacted by personal choices.  <b>An Inquiry Into:</b> *healthy vs. unhealthy  *effects of an unhealthy lifestyle *how to lead a healthy lifestyle  <b>Key Concepts:</b> form causation responsibility  <b>Related Concepts:</b> healthy eating exercise sleep Germs	<u>Nov.-Dec. (6 weeks)</u>  <b>Central Idea:</b> Understanding our past can impact the present.  <b>An Inquiry Into:</b> * personal history * similarities and differences of past and present * history  <b>Key Concepts:</b> form change connection  <b>Related Concepts:</b> questioning similarities and differences	<u>Feb. - March (6 weeks)</u>  <b>Central Idea:</b> Different kinds of writing help us express our ideas and share our feelings.  <b>An Inquiry Into:</b> *different authors and illustrators *ways to express our ideas and feelings *making personal connections  <b>Key Concepts:</b> perspective reflection connection  <b>Related Concepts:</b> emotions opinions innovation Cooperation	<u>April - May (6 weeks)</u>  <b>Central Idea:</b> Attributes of living things help us understand the world.  <b>An Inquiry Into:</b> *characteristics of living things *sorting and classifying living things *animal habitats  <b>Key Concepts:</b> form function change  <b>Related Concepts:</b> life cycles patterns similarities and differences  <u>Archived- 19-20 How the World Works- Grade 2</u>  <u>Archived- 19-20 How the World Works- Grade 4</u>	<u>Aug.-Sept. (6 weeks)</u>  <b>Central Idea:</b> Friendships and rules impact communities.  <b>An Inquiry Into:</b> *personal safety *similarities and differences between home and school *purpose of rules  <b>Key Concepts:</b> responsibility connection causation  <b>Related Concepts:</b> citizenship rights and roles conflict resolution Safety	<u>Oct.-Nov. ( 6 weeks)</u>  <b>Central Idea:</b> Plants play a role in our lives.  <b>An Inquiry Into:</b> *caring for plants *products from plants *how plants contribute to life on Earth  <b>Key Concepts:</b> responsibility change connection  <b>Related Concepts:</b> cause/effect living/non-living  <u>Archived- 19-20 Sharing the Planet- Grade 1</u>  <u>Archived- 19-20 Sharing the Planet- Grade 2</u>
	<b>Grade/ Age</b>	<b>Who We Are</b>	<b>Where We Are in Place and Time</b>	<b>How We Express Ourselves</b>	<b>How the World Works</b>	<b>How We Organize Ourselves</b>



1st 6-7 Years	<u>Aug. - Sept. (6 weeks)</u>  <b>Central Idea:</b> Individual choices are based on values which impact human relationships.  <b>An Inquiry Into:</b> *value systems *human choices *how choices impact others  <b>Key Concepts:</b> perspective form causation  <b>Related Concepts:</b> choices cause and effect Leadership	<u>Sept.- Oct.. (5 weeks)</u>  <b>Central Idea:</b> Personal roles and responsibilities impact the community.  <b>An Inquiry Into:</b> *interconnectedness of roles within a community  *characteristics of a responsible leader and team member  *making choices to benefit self and others  <b>Key Concepts:</b> connection form  <b>Related Concepts:</b> cause and effect wants and needs financial literacy leadership	<u>Jan.- Feb. ( 5 weeks)</u>  <b>Central Idea:</b> People express themselves through traditions and celebrations.  <b>An Inquiry Into:</b> *family and cultural traditions *connections between ourselves and the past *beliefs and values  <b>Key Concepts:</b> form connection causation  <b>Related Concepts:</b> tradition and celebration patterns wants and needs similarities and differences	<u>April-May (6 weeks)</u>  <b>Central Idea:</b> Earth's materials are impacted by the natural world.  <b>An Inquiry Into:</b> *Earth's materials and its properties *how Earth's materials change *uses of natural resources  <b>Key Concepts:</b> form change responsibility  <b>Related Concepts:</b> classification similarities and differences properties of matter Experimentation  <u>Archived- 19-20 How the World Works- Grade 4</u>	<u>Feb.-March (5 weeks)</u>  <b>Central Idea:</b> Symbols help us to understand our world.  <b>An Inquiry Into:</b> * importance of symbols * how symbols are used * how people interpret symbols.  <b>Key Concepts:</b> connection function perspective  <b>Related Concepts:</b> representation mapping communication boundaries	<u>Nov.- Jan. (6 weeks)</u>  <b>Central Idea:</b> Living things are interdependent and rely on earth's finite resources.  <b>An Inquiry Into:</b> * physical characteristics and needs of living things *interdependence of living things *how finite resources affect living things  <b>Key Concepts:</b> form connection responsibility  <b>Related Concepts:</b> conservation adaptation classification similarities and differences food chain  <u>Archived 19-20 How the World Works- Kindie</u>
	Grade/ Age	Who We Are	Where We Are in Place and Time	How We Express Ourselves	How the World Works	How We Organize Ourselves

2nd 7-8 Years	<u>Aug. - Sept. (6 weeks)</u>	<u>Jan - Feb. (6 weeks)</u>	<u>Feb. - March (6 weeks)</u>	<u>Nov.- Dec. (6 weeks)</u>	<u>Sept. - Oct. (6 weeks)</u>	<u>April - May (6 weeks)</u>
	<p><b>Central Idea:</b> People advocate for and express their ideas to improve their communities.</p> <p><b>An Inquiry Into:</b> *the characteristics of a responsible person. *the ways that different cultures and beliefs influence a community. *conflict resolution. *taking an active role in solving a conflict in your community.</p> <p><b>Key Concepts:</b> form Responsibility Perspective connection</p> <p><b>Related Concepts:</b> honesty respect communication Collaboration</p>	<p><b>Central Idea:</b> People's actions and ideas influence the world.</p> <p><b>An Inquiry Into:</b> *the importance of history *people that have changed history *how historical figures have impacted today's society</p> <p><b>Key Concepts:</b> connection change causation</p> <p><b>Related Concepts:</b> perspective historical sources prejudice responsibility</p>	<p><b>Central Idea:</b> People use artistic expression to communicate a message.</p> <p><b>An Inquiry Into:</b> *self expression *different literary genres *planning and organization of writing</p> <p><b>Key Concepts:</b> form perspective reflection</p> <p><b>Related Concepts:</b> genres audience purpose beliefs and valuesu</p>	<p><b>Central Idea:</b> Understanding movement generates ideas for innovation.</p> <p><b>An Inquiry Into:</b> *how things move *changes in an object's motion *application of the concepts of force and motion</p> <p><b>Key Concepts:</b> function causation connection</p> <p><b>Related Concepts:</b> prediction properties cause and effect</p> <p><a href="#"><u>Archived- 19-20 How the World Works- Grade 1</u></a></p> <p><a href="#"><u>Archived- 19-20 How the World Works- Grade 3</u></a></p> <p><a href="#"><u>Archived 19-20 How the World Works- Grade 6</u></a></p>	<p><b>Central Idea:</b> <b>Community structures are impacted by the decision-making of its members.</b></p> <p><b>An Inquiry Into:</b> *structure of a community</p> <p>*interdependence of communities</p> <p>*decision making in a community</p> <p><b>Key Concepts:</b> form connection causation</p> <p><b>Related Concepts:</b> wants and needs Interdependence</p>	<p><b>Central Idea:</b> Habitats are impacted by many elements.</p> <p><b>An Inquiry Into:</b> *function of habitats  *changes in habitats  *human impact on habitats</p> <p><b>Key Concepts:</b> function change responsibility</p> <p><b>Related Concepts:</b> adaptation systems resources Patterns</p> <p><a href="#"><u>Archived- 19-20 Sharing the Planet- Grade 1</u></a></p> <p><a href="#"><u>Archived- 19-20 Sharing the Planet- Grade 3</u></a></p> <p><a href="#"><u>Archived - 19-20 Sharing the Planet- Grade 4</u></a></p>
Grade/ Age	Who We Are	Where We Are in Place and Time	How We Express Ourselves	How the World Works	How We Organize Ourselves	Sharing the Planet

3rd 8-9 Years	<u>August (4 weeks)</u>  <b>Central Idea:</b> Rights and responsibilities of individuals impact democratic societies.  <b>An Inquiry Into:</b> *characteristics of a responsible citizen  *local government  *making change in local policies  <b>Key Concepts:</b> function Change responsibility  <b>Related Concepts:</b> roles, rights, responsibilities respect listening & speaking compromise Perspective	<u>Jan.-Feb. (6 weeks)</u>  <b>Central Idea:</b> Settlement patterns are influenced by needs.  <b>An Inquiry Into:</b> *geographical characteristics of a region  *reasons for choice of settlement in world regions  *similarities and differences of world regions  <b>Key Concepts:</b> form causation connection  <b>Related Concepts:</b> history map skills landforms natural resources  <u>Archived- 19-20 Where We Are in Place and Time- Grade 4</u>	<u>Sept.-Oct. (4-6 weeks)</u>  <b>Central Idea:</b> Literature may express beliefs, values, and culture.  <b>An Inquiry Into:</b> *types of literature  *author's purpose  *understanding historical influence through literature  <b>Key Concepts:</b> perspective connection reflection  <b>Related Concepts:</b> communication folklore myths fairy tales legends tall tales fact vs. fiction	<u>April-May. (4-5 weeks)</u>  <b>Central Idea:</b> Scientific observation impacts understanding of our environment.  <b>An Inquiry Into:</b> *states of matter  *changing states of matter mixtures  *causes of the changing states of matter  <b>Key Concepts:</b> form change causation  <b>Related Concepts:</b> observation analyze & interpret data Properties  <u>Archived- 19-20 How the World Works- Grade 2</u>	<u>March-April (6 weeks)</u>  <b>Central Idea:</b> Availability of resources impacts economic decision making.  <b>An Inquiry Into:</b> *goods and services *production and consumption *supply and demand of resources  <b>Key Concepts:</b> function perspective responsibility  Connection <b>Related Concepts:</b> interdependence financial literacy	<u>Nov.-Dec. (5 weeks)</u>  <b>Central Idea:</b> Cycles impact the world.  <b>An Inquiry Into:</b> *functioning of cycles  *interruptions of cycles  *interaction of cycles within our world  <b>Key Concepts:</b> form causation reflection  <b>Related Concepts:</b> cause and effect Interdependence  <u>Archived- 19-20 Sharing the Planet- Grade 5</u>
	Grade/ Age	Who We Are	Where We Are in Place and Time	How We Express Ourselves	How the World Works	How We Organize Ourselves

4th 9-10 Years	<u>Nov.-Dec.(4 weeks)</u>  <b>Central Idea:</b> Our relationships help to create our personal stories.  <b>An Inquiry Into:</b> *similarities and differences affect relationships  *how our experiences create our story  *how the people in our lives change and shape our beliefs  <b>Key Concepts:</b> perspective connection causation  <b>Related Concepts:</b> Attributes Heroes Similarities Differences Venn Diagram Graphing  <u>Archived- 19-20 Who We Are- Grade 5</u>	<u>Jan.-Feb. (6 weeks)</u>  <b>Central Idea:</b> Geography and resources influence migration.  <b>An Inquiry Into:</b> *factors that affect migration  *physical evidence and geographical observations from the past  *how past societies influence modern culture  <b>Key Concepts:</b> function causation connection  <b>Related Concepts:</b> cause and effect compare and contrast push factors (force that drives people away from a place) pull factors (force that drives people to a place)	<u>Mar.-Apr. (5 weeks)</u>  <b>Central Idea:</b> People choose various forms of expression to communicate and connect with others.  <b>An Inquiry Into:</b> * forms of expression  *how people view and interpret the world differently  * effective communication and empathy  <b>Key Concepts:</b> form perspective connection  <b>Related Concepts:</b> figurative language physical, verbal and written communication (expression, performance), art music, dance and architecture as forms of expression	<u>April -May (4 weeks)</u>  <b>Central Idea:</b> Observing predictable patterns guide our understanding of the solar system.  <b>An Inquiry Into:</b> *phases of the moon  *reasons for seasons  *components of the solar system  <b>Key Concepts:</b> causation change function  <b>Related Concepts:</b> systems patterns cause and effect  <u>Archived- 19-20 How the World Works- Grade 2</u>  <u>Archived 19-20 How the World Works- Grade 6</u>	<u>Aug-Sep (6 weeks)</u>  <b>Central Idea:</b> Our system of governance impacts economics.  <b>An Inquiry Into:</b> *what makes a productive citizen  *structures of local government  *how incentives and opportunity cost affect choice  <b>Key Concepts:</b> reflection responsibility function  <b>Related Concepts:</b> wants vs. needs goods vs. services barter personal financial literacy rights, responsibilities, rewards, consequences	<u>Sep-Oct (6 weeks)</u>  <b>Central Idea:</b> Ecosystems and resources are connected.  <b>An Inquiry Into:</b> *the structures of and within ecosystems  *interdependence of resources within an ecosystem  *human responsibility toward sustainable ecosystems  <b>Key Concepts:</b> form change responsibility  <b>Related Concepts:</b> habitats adaptation Interdependence  <u>Archived- 19-20 Sharing the Planet- Grade 5</u>
	Grade/ Age	Who We Are	Where We Are in Place and Time	How We Express Ourselves	How the World Works	How We Organize Ourselves

5th 10-11 Years	<u>April-May (6 weeks)</u>  <b>Central Idea:</b> Health and balance are dependent on interconnected living systems.  <b>An Inquiry Into:</b> *form and function of living systems *how living systems interact *maintaining health and balance in living systems.  <b>Key Concepts:</b> causation function connection  <b>Related Concepts:</b> systems growth balance health	<u>Nov.- Dec. (6 weeks)</u>  <b>Central Idea:</b> Hardships and conflict impact perspective.  <b>An Inquiry Into:</b> *conflict and perspective  *how conflict impacts movement and settlement  *the Revolutionary War  <b>Key Concepts:</b> perspective causation change  <b>Related Concepts:</b> conflict war exploration colonization	<u>Aug.-Sept. (4-5 weeks)</u>  <b>Central Idea:</b> We express ourselves through our choices and actions.  <b>An Inquiry Into:</b> *ourselves  *how self expression impacts a group  *life choices as an expression of ourselves  <b>Key Concepts:</b> reflection connection perspective  <b>Related Concepts:</b> Collaboration personality traits learning styles Expression	<u>Jan. - Feb. (5-6 weeks)</u>  <b>Central Idea:</b> Systematic ways of thinking lead to discoveries.  <b>An Inquiry Into:</b> *Mixtures and solutions  *Physical and chemical reactions  *Applying scientific principles in the real world  <b>Key Concepts:</b> form change connection  <b>Related Concepts:</b> dissolving reactions Evaporating  <u>Archived- 19-20 How the World Works- Grade 4</u>	<u>Oct.-Nov. (6 weeks)</u>  <b>Central Idea:</b> Government impacts the rights and responsibilities of its citizens.  <b>An Inquiry Into:</b> *how government functions  *rights and responsibilities as citizens  *how government decisions impact its citizens.  <b>Key Concepts:</b> function responsibility form  <b>Related Concepts:</b> freedom justice communication legislation	<u>Feb.- Mar. (6 weeks)</u>  <b>Central Idea:</b> Resources and human activity impact one another.  <b>An Inquiry Into:</b> *renewable/nonrenewable resources  *how Earth's weather is created  *creating a sustainable habitat  <b>Key Concepts:</b> form connection responsibility  <b>Related Concepts:</b> climate energy resources Pollution weather
	Grade/ Age	Who We Are	Where We Are in Place and Time	How We Express Ourselves	How the World Works	How We Organize Ourselves
6th 11-12	<u>Aug.- Sept. (6 weeks)</u>	<u>April-May (6 weeks)</u>	<u>Jan.- Feb. (8 weeks)</u>	<u>Nov.- Dec. (5 weeks)</u>	<u>Sept.-Oct. (5 weeks)</u>	<u>March-April (6 weeks)</u>

Years	<p><b>Central Idea:</b> Understanding who we are impacts ourselves and others.</p> <p><b>An Inquiry Into:</b> *identity *personal history *thinking and behavior attributes.</p> <p><b>Key Concepts:</b> causation perspective connection</p> <p><b>Related Concepts:</b> behavior Interpretation initiative decisions relationships tolerance</p>	<p><b>Central Idea:</b> Societies are influenced by ancient civilizations.</p> <p><b>An Inquiry Into:</b> *how "where we live" influences "how we live" *how ancient artifacts, inventions and discoveries evolve over time *how societies change and adapt over time</p> <p><b>Key Concepts:</b> causation connection change</p> <p><b>Related Concepts:</b> adaptation roles resources structure economics</p>	<p><b>EXHIBITION</b></p> <p><b>Central Idea:</b> Finding a passion leads to action.</p>	<p><b>Central Idea:</b> Changes in the Earth cause for human adaptation.</p> <p><b>An Inquiry Into:</b> *the natural world and its physical laws *how humans are affected by Earth's processes *how humans adapt to changes in the Earth.</p> <p><b>Key Concepts:</b> form causation change</p> <p><b>Related Concepts:</b> structures impact adaptation transformations</p>	<p><b>Central Idea:</b> World governments collaborate to influence the global community.</p> <p><b>An Inquiry Into:</b> *the role and function of world government systems *the interconnectedness of global issues *how world governments address problems and solutions</p> <p><b>Key Concepts:</b> function connection change</p> <p><b>Related Concepts:</b> laws and rules power economics representation justice legislation conflict compare &amp; contrast</p>	<p><b>Central Idea:</b> The actions of individuals impact global environmental sustainability</p> <p><b>An Inquiry Into:</b> *human carbon footprint *the consumption of Earth's finite resources *the understanding of environmental choices and challenges Connection function responsibility</p> <p><b>Related Concepts:</b> systems relationships interdependence operations pattern, roles, systems initiative rights citizenship values</p>
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**Herschberg, Natalie**

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**To:** Jones, Anna  
**Subject:** RE: [External] Unauthorized disturbances on district land

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**From:** Ephram Glass <[ephramglass@gmail.com](mailto:ephramglass@gmail.com)>  
**Sent:** Tuesday, November 10, 2020 12:17 PM  
**To:** Jones, Anna <[Anna.Jones@claconnect.com](mailto:Anna.Jones@claconnect.com)>  
**Subject:** [External] Unauthorized disturbances on district land



Think Security  
at CLA

This email originated from an external source.

Anna,  
While Ray was out, he pointed out several issues with people mistreating the open space. I've pasted his communications below. Looks like the first one is the same person with the picnic table we sent a letter to. The second is their neighbor. From the looks of it, that whole row of houses has been dumping stuff or making unauthorized use of district land.  
The last guy on Ray's list may not need addressing; I'm not sure what our policy is regarding construction disturbances.  
Please add this stuff for the board to discuss.

Thanks,  
Ephram

<https://goo.gl/maps/B8MZytG8GxZZ6AtC9>

Near Denver Veterans Day, 7573 Jared Way, Littleton, CO 80125  
This homeowner is dumping grass clippings behind his fence

<https://goo.gl/maps/4HoswQe9ktjRAQ2e6>

Near Roxborough Park, CO 2 1/2 feet of gravel placed behind the fence.



<https://goo.gl/maps/jgcHNUbd49FUFHgS9>

Near Roxborough Park, CO

Piles of debris including sod and potting soil. Next door neighbor to the last person somebody needs to walk this area it's bad.









<https://goo.gl/maps/273dC3vZGsvdPX3r6>

Near Roxborough Park, CO

Fence and wall construction disturbance.





## M E M O R A N D U M

NOVEMBER 11, 2020

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

FR: BEN KELLY

RE: UPDATE ON REC CENTER TASK FORCE & COMMUNICATIONS

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**OVERVIEW**

This is a brief update on the Rec Center Task Force process. Our focus this past month has been recruiting Roxborough Village community members who are interested in participating, and planning out the general framework for the Task Force.

**TASK FORCE RECRUITMENT**

In late October, we publicized a call-to-action for Roxborough Village residents to join the Rec Center Task Force. A form was posted on the Metro District website for interested residents to apply ([here's a link to the page](#)), designed with ten easy demographic and open-ended questions. We'll seek to form a Task Force that is representative of Roxborough Village residents, with a mix of ages, HOA representation, backgrounds and interests. We publicized the Task Force 'call-for-interest' in a number of ways:

- Included a notification in the Metro District quarterly newsletter that was mailed to every household in early November.
- Posted a link to the application on the Metro District website home page.
- Sent two broadcast e-mails highlighting the Task Force and the application to every e-mail address in the Metro District's database (more than 1,800 contacts).
- Reached out to each Roxborough Village HOA management company contact and asked them to forward the application information to their HOA e-mail databases.
- Sent Task Force information to Metro District board members encouraging them to forward to their networks and community contacts.
- Reached out to the Roxborough Parent Teacher Involvement Committee, who posted the Task Force information on social media.

We set a deadline for applications on Friday, November 13.

**TASK FORCE PLANNING**

I'm working on outlining the scope of the Task Force, which will meet around six or seven times between January and May. In broad strokes, the Task Force will study key topics that need community input and feedback, including options for potential facility programming and services/activities, facility design, and financing considerations. The Task Force will also review the steps that the Metro District and the

community completed over 2019-2020 to get to this point, which included the Master Plan and the Rec Center Feasibility Study.

There will be many opportunities for the community to engage and provide feedback during the Task Force process. Task Force information and background materials will be posted on the Metro District website at <https://www.roxboroughmetrodistrict.org/rec-center-task-force>, and regular updates will be provided to the community through Metro District communications.

The goal of the Task Force is to review the various key topics in-depth, and provide recommendations to the Metro District Board of Directors in May/June 2020. The recommendations will be valuable to the Board as you make decisions on a potential referendum in November 2021 among Roxborough Village voters on financing a rec center.

BEN KELLY

[Benwkelly28@gmail.com](mailto:Benwkelly28@gmail.com)

P: 303-596-5638

**RESOLUTION NO. 2020-11-\_\_\_**

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

**2021 ANNUAL ADMINISTRATIVE MATTERS**

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

THEREFORE, BE IT RESOLVED by the Board as follows:

1. The Board directs the District Manager, to prepare an accurate map as specified by the Division of Local Government of the Department of Local Affairs (the “Division”) for filing with the Division, the Douglas County Assessor, and the Douglas County Clerk and Recorder on or before January 1, 2021, as required by Section 32-1-306, C.R.S.

2. The Board directs the District Manager to file a copy of the Notice required pursuant to Section 32-1-809(1), C.R.S. with the Board of County Commissioners, the County Assessor, the County Treasurer, and the County Clerk and Recorder of Douglas County, Colorado, and the Division as required by Section 32-1-104(2) no earlier than January 1, 2021 and no later than January 15, 2021.

3. The Board directs its accountant to submit a proposed 2022 budget and draft budget message to the Board on or before October 15, 2021. Upon receipt of the proposed budget:

- (a) District Manager shall cause to be published a notice containing the following information:
  - (i) the date, time and location of the hearing at which the adoption of the proposed budget will be considered by the Board;
  - (ii) the location at which the proposed budget will be available for inspection by the public; and
  - (iii) a statement that any interested elector of the District may file any objections to the proposed budget at any time prior to its final adoption by the Board.
- (b) The Board directs the District Manager to prepare and, subject to review by District Legal Counsel, submit to the Board forms of resolutions adopting the budget and approving appropriations for the 2022 budget year.
- (c) Upon the Board enacting a resolution adopting the budget, and approving appropriations for the 2022 budget year and certifying mill levies pursuant to Section 39-1-111, C.R.S. or Section 39-5-128, C.R.S., the District Manager shall file the certification of mill levies with the Douglas County Board of County Commissioners on or before December 15, 2021, and thereafter, file a certified copy of the adopted budget, and any

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

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

5. The Board directs the District Manager to prepare and, subsequent to review by District Legal Counsel, file the annual public securities report for non-rated public securities issued by the District with the Department of Local Affairs no earlier than January 1, 2021, and no later than March 1, 2021, in accordance with Section 11-58-101 to 11-58-107, if required.

6. The Board directs, upon its selection of an auditor, that an audit of the 2020 financial statements be prepared and submitted to the Board before June 30, 2021; further, the Board directs the District Manager to file the audit with the State Auditor by July 31, 2021, as required by Section 29-1-603, C.R.S.

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

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

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

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

11. Following the May 2020 regular election, the Board has elected, in accordance with Section 32-1-902, C.R.S., the following officers for the District:

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

These officers shall serve until their successors are duly elected.

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



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

14. The Board determines to hold regular meetings on the third Tuesday of each month at 6:00 p.m. The location of the meeting will be at either the Roxborough West Metro Fire Station 15, 6220 North Roxborough Park Road, Littleton, Colorado 80125 or the Roxborough Library, 8357 N. Rampart Range Road, #200, Littleton, Colorado 80125. As of the date of this Resolution, the effects of COVID-19 and related governmental Orders have caused the Board to resolve to conduct meetings by ZOOM teleconference until the COVID-19 situation has improved. The District Manager is directed to post Notice of ZOOM meetings in accordance with applicable law and any such virtual meetings shall be held at the regular meeting date and time in lieu of physical location. The Board directs the District Manager to prepare notices for posting at the specified locations and at the Douglas County Clerk and Recorder's office, and when the Board intends to make a final determination to issue or refund general obligation indebtedness, to consolidate the District with another special district, to dissolve the District, to file a plan for adjustment of debt under federal bankruptcy law, or to enter into a private contract with a director, or not to make a scheduled bond payment, to set forth such proposed action in such notices.

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

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

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

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

Adopted and approved this 17<sup>th</sup> day of November, 2020 by a vote of \_\_\_ for, \_\_\_ against, and \_\_\_ abstaining.

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

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

ATTEST:

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

**RESOLUTION NO. 2020-11-\_\_**  
**OF THE BOARD OF DIRECTORS OF**  
**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT**  
**DOUGLAS COUNTY, COLORADO**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF ROXBOROUGH VILLAGE METROPOLITAN DISTRICT, DOUGLAS COUNTY, COLORADO, APPROVING AN AGREEMENT WITH FOLKESTAD FAZEKAS BARRICK & PATOILE, P.C. FOR THE PROVISION OF LEGAL SERVICES TO THE DISTRICT FOR THE YEAR OF 2021**

WHEREAS, the Board of Directors of Roxborough Village Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"), has made a determination that it would be beneficial to the District to enter into an agreement with the firm of Folkestad Fazekas Barrick & Patoile, P.C. to provide legal services to the District in the capacity of Legal Counsel to the District, for the calendar year of 2021.

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

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

APPROVED AND ADOPTED this 17<sup>th</sup> day of November, 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

**EXHIBIT A**

2021 ENGAGEMENT LETTER FOR LEGAL SERVICES FROM FOLKESTAD FAZEKAS  
BARRICK & PATOILE, P.C.



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

November 12, 2020

Board of Directors  
Roxborough Village Metropolitan District

*RE: Roxborough Village Metropolitan District – 2021 Legal Services*

Dear Board Members,

FOLKESTAD FAZEKAS BARRICK & PATOILE, P.C. (“Folkestad Fazekas”) is pleased to serve the Board of Directors (the “Board”) of Roxborough Village Metropolitan District (the “District”) as the District’s general legal counsel. The purpose of this engagement letter is to clarify and confirm the terms and conditions under which our firm will provide legal services to the District for the calendar year ending December 31, 2021.

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

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

office: 303.688.3045 • fax: 303.688.3189

18 South Wilcox Street, Suite 200

Castle Rock, Colorado 80104-1909

[fcolorado.com](http://fcolorado.com)

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

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

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

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

A. *District Billing Rate.* For services performed during 2021, our District Billing Rates will be:

<i>Attorneys</i>	<i>\$265.00</i>
<i>Paralegals/Legal Assistants</i>	<i>\$150.00</i>

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

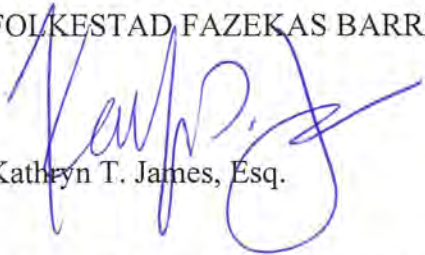
If this engagement letter correctly reflects the Board's understanding of the terms and conditions under which our firm provides legal services to the District, please confirm our engagement by signing the enclosed copy of this letter in the space below and returning it to our firm.



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

Sincerely,

FOLKESTAD FAZEKAS BARRICK & PATOILE, P.C.

  
Kathryn T. James, Esq.

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

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

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

Date: \_\_\_\_\_

**RESOLUTION NO. 2020-11-\_\_\_\_**  
**OF THE BOARD OF DIRECTORS OF**  
**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT**  
**DOUGLAS COUNTY, COLORADO**

**A RESOLUTION APPROVING RENEWAL OF FOOTHILLS’**  
**INTERGOVERNMENTAL AGREEMENT FOR ROXBOROUGH VILLAGE**  
**METROPOLITAN DISTRICT RESIDENT USE OF FOOTHILLS RECREATION**  
**AMENITIES FOR 2021**

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

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

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

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

Section 1. The Agreement, in the form attached hereto as Schedule A, and Schedule B, is approved for renewal for calendar year of 2021. The officers of the District and the officers of the consultants to the District are authorized to take any actions that are necessary and appropriate with respect to the District’s performance of the terms of the Agreement.

APPROVED AND ADOPTED this 17<sup>th</sup> day of November, 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**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**RVMD:**

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

**Foothills:**

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

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

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

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

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

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

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

**Roxborough Village Metropolitan District**

Mathew Mendisco  
Mathew Mendisco, District Manager

Date: March 24, 2016

**Foothills Park & Recreation District**

Ronald Hopp  
Ronald Hopp, Executive Director

Date: 3/31/16

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

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

**Lilley Gulch Recreation Center**  
6147 S Holland Way, Littleton CO

**Deer Creek Pool**  
8637 S Garrison Street, Littleton CO

**Weaver Hollow Pool**  
12750 W Stanford Ave., Littleton CO

**Meadows Golf Course**  
7007 Meadows Golf Club Drive, Littleton CO

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

**Ridge Recreation Center**  
6613 S Ward Street, Littleton CO

**Columbine West Pool**  
7046 S Webster Street, Littleton CO

**Sixth Avenue West Pool**  
400 Holman Way, Littleton CO

**Foothills Golf Course**  
3901 S Carr Street, Denver CO



**SCHEDULE B**

Resolution Amending Renewal of Foothills' Intergovernmental Agreement

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

By: 

Calvin Brown, President

ATTEST:

By: 

Ronald Bendall, Secretary

**RESOLUTION NO. 2020-11-\_\_**  
**OF THE BOARD OF DIRECTORS OF**  
**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT**  
**DOUGLAS COUNTY, COLORADO**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF ROXBOROUGH VILLAGE**  
**METROPOLITAN DISTRICT, DOUGLAS COUNTY, COLORADO, APPROVING AN**  
**AGREEMENT WITH CLIFTONLARSONALLEN, LLP FOR THE PROVISION OF**  
**PROFESSIONAL MANAGEMENT SERVICES TO THE DISTRICT FOR THE YEAR**  
**OF 2021**

WHEREAS, the Board of Directors of Roxborough Village Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"), has made a determination that it would be beneficial to the District to enter into an agreement with the firm of CliftonLarsonAllen, LLP to provide management services to the District in the capacity of District Manager to the District, for the calendar year of 2021.

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

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

APPROVED AND ADOPTED this 17<sup>th</sup> day of November, 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

**EXHIBIT A**

2021 ENGAGEMENT LETTER FOR MANAGEMENT SERVICES FROM  
CLIFTONLARSONALLEN, LLP

**RESOLUTION NO. 2020-11-\_\_**  
**OF THE BOARD OF DIRECTORS OF**  
**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT**  
**DOUGLAS COUNTY, COLORADO**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF ROXBOROUGH VILLAGE**  
**METROPOLITAN DISTRICT, DOUGLAS COUNTY, COLORADO, APPROVING AN**  
**AGREEMENT WITH CLIFTONLARSONALLEN, LLP FOR THE PROVISION OF**  
**ACCOUNTING SERVICES TO THE DISTRICT FOR THE YEAR OF 2021**

WHEREAS, the Board of Directors of Roxborough Village Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"), entered into an agreement effective March 15, 2016, with the firm of CliftonLarsonAllen, LLP ("CLA") to provide accounting services to the District in the capacity of Accountants to the District.

CLA will continue to provide such services in accordance with the terms of the Agreement effective March 15, 2016; and

The Board of Directors of the District has determined that it is in the best interest of the District residence to renew the Agreement with CLA for the calendar year of 2021.

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

That the Accounting Services Agreement dated March 15, 2016 from the firm of CliftonLarsonAllen, LLP, is hereby approved for renewal for the calendar year of 2021. The officers of the District are hereby authorized and directed to execute this Resolution Approving the Renewal, on behalf of the District.

APPROVED AND ADOPTED this 17<sup>th</sup> day of November, 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, Secretar









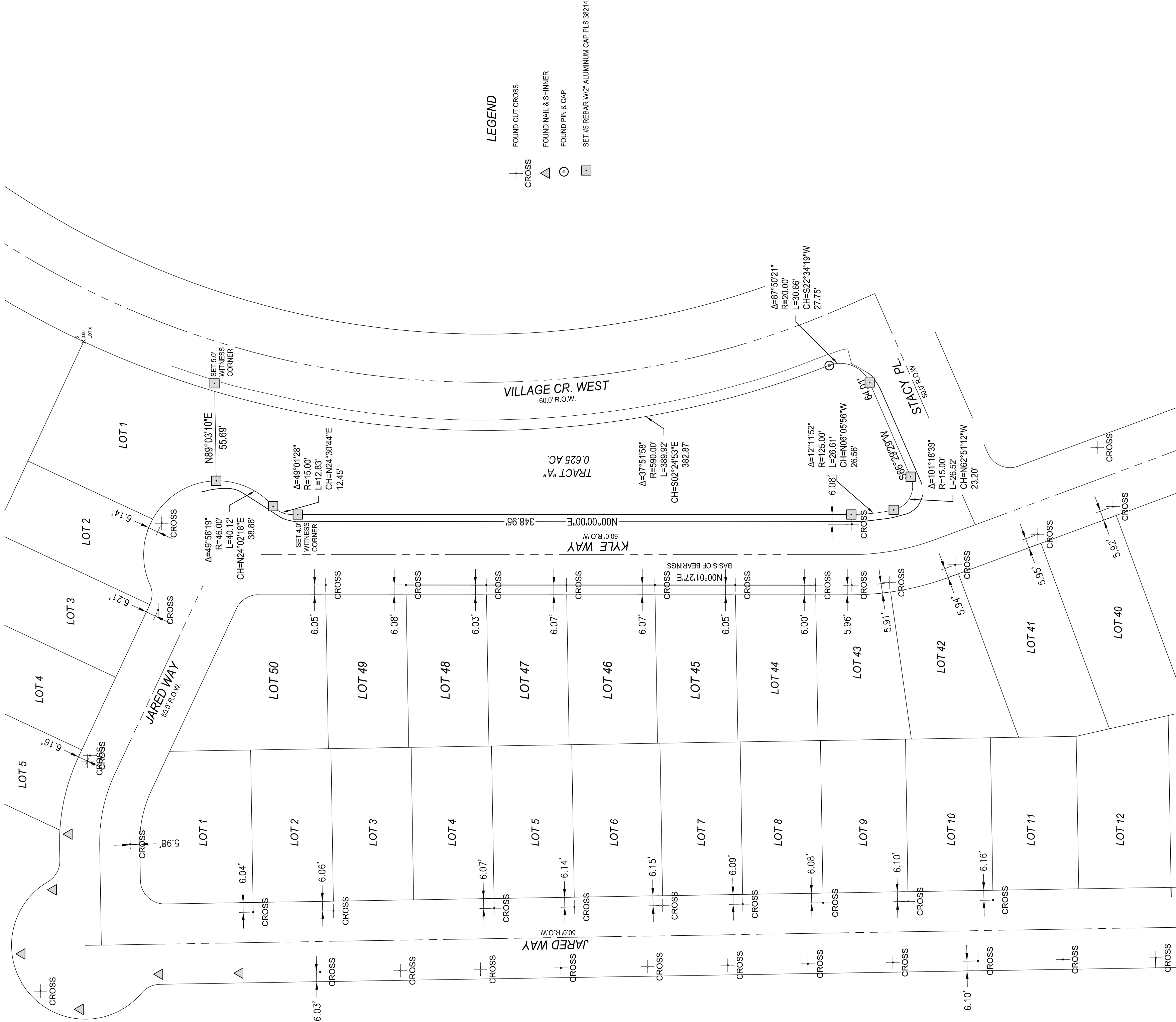






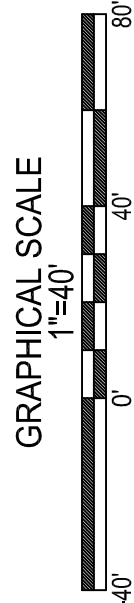
LAND SURVEY PLAT OF TRACT A

SITUATED IN THE SOUTHEAST QUARTER OF SECTION 35,  
TOWNSHIP 6 NORTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN  
ROXBOROUGH, COUNTY OF DOUGLAS, STATE OF COLORADO



LEGEND

- CROSS FOUND OUT CROSS
- △ FOUND NAIL & SHINER
- FOUND PIN & CAP
- SET #6 REBAR W/2" ALUMINUM CAP PLS 38214





Know what's below.  
Call before you dig.

CALL 2-BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.

**SURVEY SYSTEMS**

A Professional Land Surveying Company

P.O. Box 2188 • Evergreen, CO 80437 Tel: 303.679.8122 • Fax: 303.679.8123

Info@SurveySystems.net www.SurveySystemsInc.com

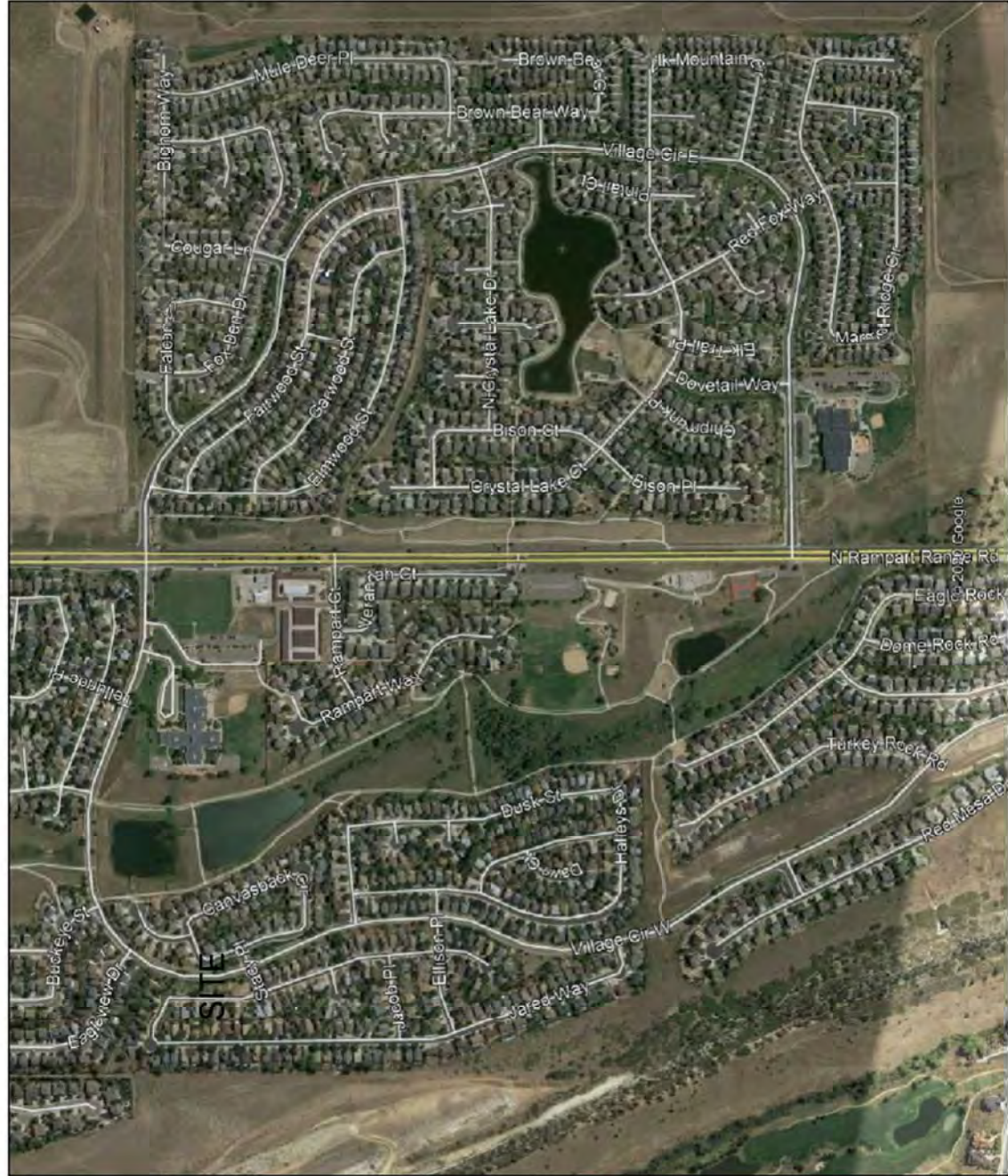
 A Service-Disabled Veteran-Owned Small Business **SDVOSB** | SBE

LAND SURVEY PLAT  
TRACT "A" IMPERIAL HOMES AT ROXBOROUGH VILLAGE  
SECTION 35, T6N, R69W, 6TH P.M.  
DOUGLAS COUNTY  
COLORADO

PROPERTY LOCATION AND INFORMATION			
ADDRESS:	TRACT A	SECTION:	35
LOT:	1	TOWNSHIP:	6 SOUTH
BLOCK:		RANGE:	69 WEST
SUBDIVISION:	IMPERIAL HOMES AT ROXBOROUGH VILLAGE	PRINCIPAL MERIDIAN:	6TH
PARCEL #:		CITY:	LITTLETON
ZONING:		COUNTY:	DOUGLAS
		STATE:	COLORADO

ISSUE DATE: 10/29/2020	
DATE	REVISION COMMENTS

CHECKED BY: LH	JOB NUMBER: 2020-261-01-035
CERT CODE: REC	
SHEET NO.	1
OF	1



VICINITY MAP

LEGAL DESCRIPTION

TRACT "A" OF IMPERIAL HOMES AT ROXBOROUGH VILLAGE  
COUNTY OF DOUGLAS, STATE OF COLORADO.

NOTES

- THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY SURVEY SYSTEMS TO DETERMINE THE SHARED OR ESSENTIAL RECORD FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY, SURVEY SYSTEMS RELIED UPON DOUGLAS COUNTY MAPS.
- NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
- BASIS OF BEARINGS: BEARINGS ARE BASE ON THE 6.0' OFFSET LINE OF THE WEST SIDE KYLE WAY SAID LINE BEARS N00°01'27"E AND IS MONUMENTED ON THE SOUTH END BY A 6.0' WITNESS CUT CROSS FOR LOT 43/44 AND ON THE NORTH END BY A 6.0' WITNESS CUT CROSS LOT 49/50.
- THE UNITS FOR THIS SURVEY ARE U.S. SURVEY FEET
- FLOOD ZONE: THE SUBJECT PROPERTY LIES IN ZONE X PER FLOOD INSURANCE RATE MAP PANEL # 08035C0127F WITH AN EFFECTIVE DATE OF 9/30/2005.
- UTILITIES: UTILITIES SHOWN HEREON ARE FROM VISIBLE FIELD INFORMATION, SURVEY SYSTEMS INC. DOES NOT GUARANTEE THESE LOCATIONS OR THAT THE UTILITIES SHOWN HEREON COMPRISE ALL UTILITIES IN THIS AREA. EITHER IN SERVICE OR ABANDONED. FOR THE EXACT LOCATION OF ALL UNDERGROUND UTILITIES, CONTACT THE UTILITY NOTIFICATION CENTER OF COLORADO AND THE APPROPRIATE UTILITY COMPANY PRIOR TO CONSTRUCTION
- THE PROJECT COORDINATE SYSTEM UTILIZED FOR THIS SURVEY CONTROL DIAGRAM IS COLORADO COORDINATES AT THE FOLLOWING LOCATION.  
  
VERTICAL COORDINATES SHOWN ARE IN NAVD 88.  
  
PROJECT LOCATION  
LAT. N39°28'35.69894"  
LONG. W105°04'51.49098"  
PROJECT HEIGHT = 5675.758'  
UNADJUSTED ELEVATION = 6000.000'  
TRUNCATED EASTING = 3,000,000  
PROJECT COMBINED SCALE FACTOR 0.99968852  
PROJECT COMBINED SCALE FACTOR RECIPROCAL 1.0003116  
GEODETIC COORDINATES ARE BASED ON NAD 83(2011)

SURVEYOR'S CERTIFICATION

I, LEE HOOPER, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE LAND SURVEY PLAT SHOWN HEREON WAS PREPARED BY ME OR UNDER DIRECT SUPERVISION AND THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE AND ACCURATE AND THIS SURVEY WAS DONE IN ACCORDANCE WITH THE APPLICABLE STANDARDS OF PRACTICE AND IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.



NAME: LEE HOOPER  
REGISTERED PROFESSIONAL LAND SURVEYOR  
REGISTRATION NO.: 38214  
EMAIL: LHooper@surveysystems.net













































# Bailey Tree LLC

1801 W Union Ave  
Englewood, Co 80110

720-940-6519  
[baileytreetrimming@gmail.com](mailto:baileytreetrimming@gmail.com)

## **Roxborough Metro District Arborist Report**

**November 6, 2020**

We've completed the last Conifer Protection treatment and have pretty much put the trees to bed for the winter.

Since the irrigation has been turned off, and the weather has been warm and dry, you should consider doing some Winter Watering if we don't get more significant precipitation in November. If we get a couple of decent snows of 4 inches or more, watering will not be needed for awhile. The evergreens especially still transpire in the winter time and can get pretty dried out. Metco done this in the past.

I spoke with Efreem about Ash Bark beetle during our meeting yesterday. Ash Bark Beetle is a tiny beetle that has been hitting some of the ash trees in the district and has the potential to kill trees. I have seen evidence of the beetles in some of the dead ash trees we removed. The treatment is the same as Emerald Ash Borer.

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](mailto:baileytreetrimming@gmail.com)



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

# PROPOSAL

Generated uniquely for  
 C/O Clifton Larson Allen  
 Please Email us to  
 accept and schedule  
 work

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

## Clifton Larson Allen 20201016

Tuesday, November 10, 2020

C/O Clifton Larson Allen  
 8390 E Crescent Parkway Suite 300  
 Greenwood Village, CO 80111

303-779-5710

Estimator: **George Biedenstein**  
 3035878069

Worksite: **Roxborough Village**

Address: 10127 Waterton Rd  
 Littleton, CO 80125

Contact:

## Requested Services

Task #	Item	Description	Quantity	Cost
1	Tree(s)	<b>Class 2 Deadwood Prune</b>	1	\$15,800.00
<b>Tree Service for Roxborough Metro District for 2021</b>				
<p>Prune trees in district as needed to take care of dead and broken branches, Sidewalk and Road clearance, and unsightly branches</p> <p>Remove all dead, dying, diseased, cracked, or broken branches <b>1 inch</b> in diameter and over. . Allow for 13 feet 6 inches of clearance over roadways and 8 feet of clearance over sidewalks as per city code. Remove debris &amp; clean up work areas. Remove any dead ornamental trees and stump grinding.</p> <p><b>This includes a two man crew with chip truck for ten days. Large tree removals will be an extra charge.</b></p> <p><b>This work will be performed between January and March 2021</b></p>				
2	Ash	<b>Emerald Ash Borer/Ash Bark Beetle Premier Tree Injection Treatment (Arbormectin)</b>	178	\$21,360.00
<p>ArborMectin is applied as a trunk injection at the base of the tree. This service treats a variety of tree pests including <b><u>Emerald Ash Borer, Lilac Ash Borer, and Ash Bark Beetle.</u></b></p> <p>ArborMectin is delivered into the tree's vascular tissue via direct injection to assure rapid distribution and consistent results. This treatment can also be used as a substitution for a foliar spray or ground injection where exposure to bees, fish or fowl is a concern. This service should be performed once every 2 years.</p> <p><u><i>This is the most effective treatment available.</i></u></p> <p><u><i>*Applied Once Every 2 Years.</i></u></p> <p><u><i>*We strongly recommend continuing service until Emerald Ash Borer is no longer deemed a threat.</i></u></p> <p><u><i>*This Plant Health Care service is billed separately and at the time of application.</i></u></p>				



ISA Certified Arborists

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

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3	Tree(s)	<b>Fertilizer Program</b>	682	111	<b>\$12,330.00</b>
<p>This Service includes a systemic treatment applied by soil injection twice a year. Our late spring/early summer application promotes healthy growth in leaves &amp; woody tissue, while the late summer/early fall application promotes healthy root growth to help the trees store their food over the winter.</p> <p><b><u>*We strongly recommend continuing service for 2 to 3 years to see the full benefit of this treatment.</u></b>  <b><u>*Payment Due After First Application.</u></b></p>					
4	Conifer(s)	<b>Conifer Protection Program</b>	226		<b>\$3,600.00</b>
<p>This Program is preformed between March and October. This Service is for prevention of "Ips", Pine Beetle, Cooley Spruce Gall, Zimmerman Pine Moth &amp; Tussok Moth. Pesticide will be applied 2-3 times throughout the Spring and Summer by spraying the trunk of the tree.</p> <p><b><u>*We strongly recommend continuing service for 2 to 3 years to see the full benefit of this treatment.</u></b>  <b><u>*Payment Due After First Application.</u></b></p>					
5	Tree(s)	<b>Targeted Soil Injection Program (Lepitect)</b>	682		<b>\$8,500.00</b>
<p>This is a soil injection taken up systemically by the tree. This treatment is effective against several varieties of insects, most notably Elm Scale, Kermes Scale, Aphids and Japanese Beetle.</p> <p><b><u>*We strongly recommend two applications a Year.</u></b>  <b><u>*We strongly recommend continuing service for 2 to 3 years to see the full benefit of this treatment.</u></b>  <b><u>*Payment due after first application.</u></b></p>					

Requested Services Total:

\$61,590.00

**Total For All Services: \$61,590.00**



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## TERMS & CONDITIONS:

112

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

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

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

4--Please make sure no cars are parked under or near the tree(s) on the day of service.

5--All moveable objects under and around the tree, and in the pathway between the tree and the service truck, should be moved out of the work zones prior to a service crews arrival.

6--Tree services performed in the vicinity of delicate flowers and shrubs may result in some damage to those flowers and shrubs. To avoid this possibility please request a fall or winter schedule date.

7--All animal excrement in the areas the service crews will be working must be removed prior to the crews arrival. Failure to do so may result in an incomplete clean up.

8--Bailey Tree LLC will not be held responsible for damage to underground utilities not included in a standard locate request during removal, planting, stump grinding, or any subsurface application or service. All repairs will be billed accordingly. Underground utilities include, but are not limited to; sprinkler lines, heads of equipment, electric dog fences, private landscape wiring such as irrigation wires, or any unspecified buried outdoor wiring.

9--Prices quoted for or during winter months may need a requote if service is requested or required during non-winter months.

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

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

12--The customer warrants that all trees upon which work is being performed either belong to the homeowner or that permission to work on them has been obtained by the owner. IN THE EVENT OF ANY ERROR, BAILEY TREE LLC IS NOT TO BE HELD RESPONSIBLE.

13--This estimate is for completing the job as described above. It is based on our evaluation and does not include additional services requested or required during or after this service is provided. Project timing is subject to change based on weather and other unforeseen circumstances.

14--Any changes to an accepted proposal must be emailed to us 24 hours prior to work being performed.

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



ISA Certified Arborists

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

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Page 3 of 3

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METCO LANDSCAPE, INC.

## Monthly Maintenance Report for Roxborough Village Metropolitan District

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

### REVIEW OF GANTTED OPERATIONS

#### Turf

Turf going into Dormancy for the season

#### Shrub Beds

Shrub beds are getting finished this month for a fall clean up

#### Trees

Trees have made it through the season in good shape. Most deciduous trees have lost leaves for the season and the evergreens look good also. We will be winter watering all new trees and shrubs planted this season

#### Irrigation

The irrigation system has been winterized and drained for the season. As of 11-6-2020

#### Site Policing

We continue to police the grounds twice a week on Tuesday and Thursday

#### Overall Site

overall site is doing well we will be Installing Christmas lights the week of November 16th

#### Review of Operatons for Upcoming Month:

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

Winter water and portering of trash and doggy pots



# Irrigation Repair Proposal

<b>Proposal By:</b> Bill Barr	
Metco Landscape Inc.	
Proposal Date	11/11/2020
<b>Submitted To:</b>	
Anna Jones CLA	

<b>Job Location</b>	
Roxborough Village Metropolitan District	
<b>Accounting Information</b>	
Job #	19-10-305
AR Cust	ROXBDIST

## Description of Services to be Performed

		Qty	Rate	Total
	Irrigation Tech Labor (Hours)	80.00	\$65.00	\$5,200.00
	Irrigation Helper (Hours)	80.00	\$51.00	\$4,080.00
	Materials	1.00		\$75,000.00
1	<b>Irrigation Repairs as follows:</b> Weather Trac Opti-flow XR Controller system cloud based communication this is a start for the field controllers to central control to pump station. This is to include all installation and testing of materials.			

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

Client's Signature \_\_\_\_\_ Date \_\_\_\_\_ Total **\$84,280.00**

Metco Landscaping

2200 Rifle Street, Aurora, CO, 80011

Tel: (303) 421-3100

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

**Irrigation Repair Proposal****11/11/2020**Total: **\$84,280.00****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 eMetcotra costs will be eMetcoecuted only upon written confirmation, and will become an eMetcotra 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 eMetcotend 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 eMetcoception 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**

A non-refundable deposit of 30% of the contract price is required upon acceptance of a landscape enhancement contract. 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.

**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, except those caused by the negligence of Metco Landscaping.

# WeatherTRAK<sup>®</sup> OptiFlow<sup>®</sup>

## Precise Water Window Management

OptiFlow maximizes the hydraulic capacity of a site to ensure proper irrigation and ongoing landscape health within restrictive water windows brought on by drought mandates, water agency restrictions, or site logistical needs.



OptiFlow extends the ability of WeatherTRAK Central and ET Everywhere<sup>®</sup> weather data to transform flow data into daily schedules that enable sites to put down more water in less time.



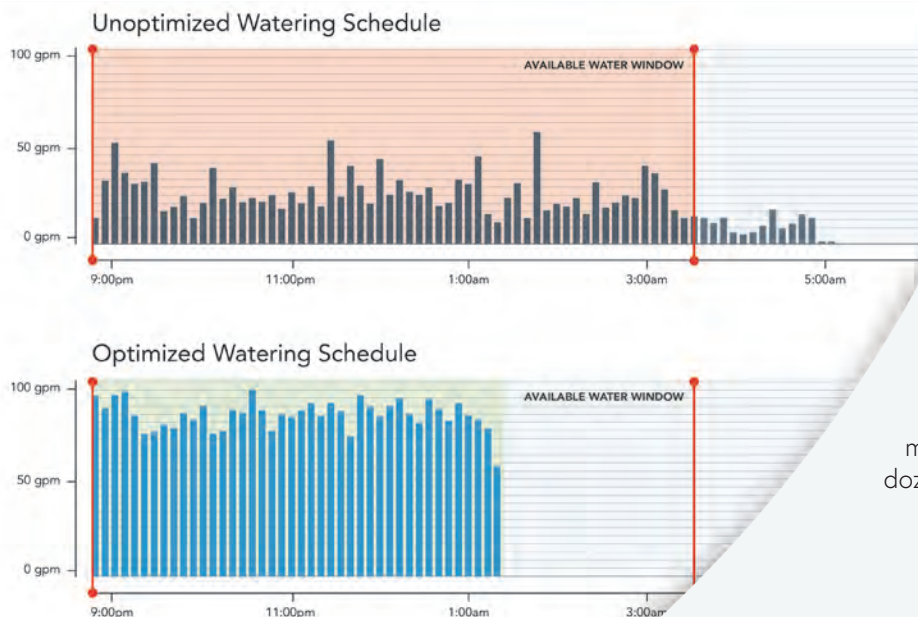
Reduces irrigation cycle duration by automatically maximizing flow rates across your site



Improves plant health by ensuring proper watering is optimized even during hot weather spikes



Saves valuable time and man-hours by calculating schedules down to the minute for each day



## POWERFUL, APPROACHABLE FLOW MANAGEMENT

OptiFlow enables you to get every ounce of performance out of your site's hydraulic capacity to help you stay in compliance, tune run times to align with restrictive water windows, and improve water efficiency.

OptiFlow can tackle the most complex sites with multiple points of connection on a single mainline or dozens of controllers sharing flow.







# KEY FEATURES

## Intuitive Management

- Interactive graphical user interface
- Drag and drop hydraulic tree configuration
- Share single or multiple points of connection and mainlines across multiple controllers
- Manage up to 2,880 stations per mainline
- Support for OptiFlow groups of up to 30 controllers
- Supports for up to 40 points of connection (4 per OptiFlow manager) and a single mainline
- Create unlimited flow zones in any configuration
- Support for sub-flow zones
- Flexible flow programming including station irrigation order prioritization, assigning programs to flow zones, and program stacking
- EPA WaterSense®-approved scheduling engine
- Support for Normally-Open or Normally-Closed master valves
- Automatic, site-wide daily flow rate and electrical optimization based on irrigation pipe infrastructure
- Advance reporting provides insight into areas including mainline usage, controller runtime analysis, and site water usage

### OptiFlow Inspector

Inspect



#### TEST RESULTS

Your site is properly configured.

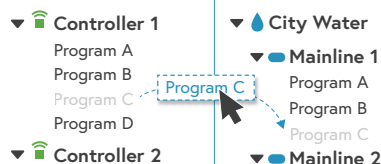


OptiFlow Inspector simplifies site configuration and resolves potential hydraulic issues.

## More Efficient Hydraulics

- Enables sites to more effectively convert to drip irrigation as more stations can run simultaneously
- Systems can be designed less expensively, with less hydraulic overhead, knowing OptiFlow can leverage the full capacity of the system
- OptiFlow Inspector checks your site configuration and simplifies the process of ensuring that all the stations are properly set up for optimal performance and irrigation
- Higher pump efficiency
- Each POC assigned its own threshold, independent of mainline
- Measure flow, develop baseline, and measure progress against metrics
- Flow optimization based on user-defined maximum gallons per minute
- Flow rates for all POC's combined in the cloud to learn flow and trigger alerts
- Alert users for station level High flow, Low flow, and No flow events
- Advanced leak detection

### Site Configuration



Site configuration is a drag and drop interface that helps you quickly build and compute your site hydraulics.



**Quickly configure and manage your flow zones on a map of your actual site.**

## REQUIRED

OptiFlow XR  
OptiFlow XR 2-Wire  
ET Pro3 with OptiFlow Key  
ET Pro3 2-Wire with OptiFlow Key

Active WeatherTRAK  
Central service

## RECOMMENDED

Flow sensor for best results

VFD-controlled pump with a pressure transducer and pressure relief valves (if using a pump)

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# WeatherTRAK<sup>®</sup>

## OptiFlow<sup>®</sup> XR

### Advanced Flow Made Easy

WeatherTRAK OptiFlow XR delivers advanced flow management across an entire site in a visual and easy-to-use interface. By enabling controllers to share information in the cloud, OptiFlow XR optimizes how, when and where watering takes place within your water windows.



Hundreds of controllers can share information and receive daily instructions about irrigation. Your site's maximum water flow potential is calculated to keep things running as close to your site's hydraulic capacity as possible. Define your water windows, pipe thresholds, and learn station flow, then let OptiFlow XR handle the schedules.



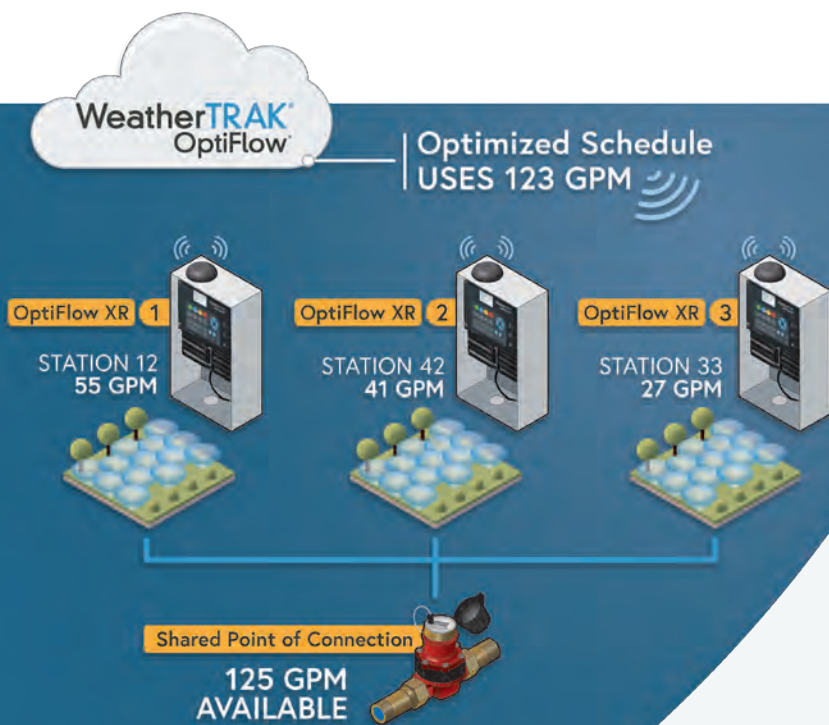
Sites with complex hydraulics are now easier to manage than ever



Reduce irrigation times to meet water windows or site demands



The extended resolution capability provides minute-level flow data for accurate reporting



### MAXIMIZE WATER WINDOWS

Imagine a scenario where you have multiple controllers that share a single mainline from a single point of connection. Each controller has its own water windows and programming requirements.

Instead of forcing you to figure out the schedule for hundreds of stations across multiple controllers, OptiFlow does the work for you. Once the OptiFlow XR controllers are joined together as a flow group, they operate as a single system, sharing flow data and coordinating schedules for optimal efficiency.







# KEY FEATURES

## Overview

- 12 to 96 stations - with backlit display and touch interface
- Six station modularity
- Ten-year warranty
- Worry-free Wireless Warranty™ covers cellular technology upgrades

## Programming Features

- Eight simultaneous programs with five program modes and two start times
- Program all settings at controller, or remotely
- Independent station programming (72 cycles/station) with automated cycle and soak
- User-defined water days and water windows per program to comply with agency regulations
- Built-in WeatherTRAK Scheduling Engine optimizes by plant, soil, sprinkler, sun exposure, and slope data
- Automated daily runtime adjustments using site-specific ET Everywhere weather data
- Percent adjust to enable fine-tuning by station
- Automated skip days based on zone-specific soil moisture depletion
- Runtime rationing protects plant health under constricted water windows
- Stacked station manual watering from 1-99 minutes

## Integrated Flow Features

- Mainline/catastrophic break detection and shutdown
- Real-time station-specific flow monitoring and control
- Local and remote station-learned flow
- Fault detection, diagnostics, and alerts
- Supports up to four flow sensor inputs and master valve outputs
- Supports normally open or normally closed master valves
- Customizable flow alert thresholds
- Upgradable to OptiFlow™ for advanced flow management and multi-controller automatic scheduling
- Supports Data Industrial®, CST, Netafim™ flow sensors and custom "K and offset" values
- Compatible with WeatherTRAK FlowLink®, Flow3, and FlowHD (both iron and plastic)

## Hardware Features

- Integrated flow sensor support included
- Dedicated master valve and pump start
- Commercial-grade screw-less wire terminals
- Built-in amp meter for fault protection and diagnostics
- Cellular radio and first year of WeatherTRAK Central service included
- LTE cellular communication for the best coverage and performance
- 32-pin connector for hardware remote like the TRC Commander and Irritrol® ProMax™
- New features and firmware pushed over-the-air using WeatherTRAK Cloud Update
- Share one rain sensor across multiple controllers with RainShare™
- Robust built-in surge protection integrated directly into the controller

**Input Power** 120 VAC +/- 10%, (60 Hz) or 220 VAC +/- 10%, (60 Hz)

**Output Power** 24 VAC (60 Hz)

- 1.0 Amp (1000mA) max per station output including a pump start
- 1.0 Amp (1000mA) max per master valve output
- 3.0 Amps (80 VA) total load

Up to 17 terminal outputs energized simultaneously (8 stations, 1 manual, 4 pump starts, 4 master valves).

**Consumptive Power** Idle State: 2.5 Watts  
Maximum Power Requirements for Irrigation State: 70 Watts

**Certifications** EPA WaterSense® Approved, FCC Certified, UL Listed, 100% SWAT-tested



**Enclosure Options** Wall Mount Enclosures

- 16 gauge wall mount enclosure available in stainless and powder coated finishes
- Key-hole mounting for wall mount enclosures makes it easy to install
- Easily adapts to a small 14 gauge pedestal, also available in two different finishes

VIT Strong Box Stainless Steel  
Pedestal Enclosures  
Retrofit Chassis for Existing Enclosures  
All come with key lock entry  
NEMA-3R weather-resistant



## Advanced Flow & Control:

- Panel lock with pin code for security
- Up to 30 controllers can share a point of connection on a mainline
- Dynamic scheduling and optimization of hundreds of thousands of stations across a water source.
- Optimize hundreds of mainlines and hundreds of thousands of stations across a water source
- Minute level flow resolution stored in the cloud
- Newly Optimized schedules sent to the controller each day based on the latest ET Weather
- Set Catastrophic leak thresholds
- Access via desktop, tablet, and mobile with WeatherTRAK Central and WeatherTRAK Mobile

STATION COUNT	POINTS OF CONNECTION SUPPORT
12 - 36	1 standard
36 - 48	2 (requires flow key)
72	3 standard
96	4 standard

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