

**ROXBOROUGH VILLAGE METROPOLITAN
DISTRICT**

141 Union Boulevard, Suite 150
Lakewood, Colorado 80228-1898
Tel: 303-987-0835 • 800-741-3254
Fax: 303-987-2032

<https://www.roxboroughmetrodistrict.org/>

NOTICE OF SPECIAL MEETING AND AGENDA

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expires:</u>
Mark Rubic	President	2025/May 2025
Debra Prysby	Vice President	2027/May 2027
Ephram Glass	Treasurer	2027/May 2027
Travis Jensen	Secretary	2025/May 2025
Mat Hart	Assistant Secretary	2025/May 2025

DATE: November 7, 2023
TIME: 6:00 p.m.
LOCATION: Roxborough Library Meeting Room
8357 North Rampart Range Road #200
Littleton, CO 80125

RVMD Special Meeting November 7,
2023 - 6pm Tuesday, November 7 ·
6:00 – 8:30pm

Time zone: America/Denver

Google Meet joining info

Video call link:

<https://meet.google.com/rpn-zpbm-qei>

Or dial: (US) +1 401-684-3206 PIN:
312 319 215#

More phone numbers:

<https://tel.meet/rpn-zpbm-qei?pin=2805347867513>

- * Agenda is preliminary and subject to change by majority vote of the Board at the meeting.
- * Individuals requiring special accommodation to attend and/or participate in the meeting please advise the District Manager (pripko@sdmsi.com or 303-987-0835) of their specific need(s) before the meeting.

I. ADMINISTRATIVE MATTERS

- A. Disclosure of Potential Conflicts of Interest.
-

- B. Additions/Deletions/Approval of Agenda.
-

II. PUBLIC COMMENTS/HOMEOWNER REQUESTS

- A. Members of the public may express their views to the Board on matters that affect the District. Comments will be limited to three (3) minutes. Please sign in. Questions may be asked of the Board but will not be answered at this time. Please refer to the Meeting Code of Conduct for additional guidelines: <https://www.roxboroughmetrodistrict.org/2022-meetings>

III. BOARD DISCUSSION MATTERS

- A. Discuss with HOA representatives Status and Compensation for Maintenance Services pursuant to applicable license agreements.
-

- B. Discuss and Review Proposed Budget.
-

- C. Discuss and take Action on Installation of Holiday Lights and/or Electric Connection Repairs or Purchase of new lights.
-

- D. Discuss and review engineering ADA Accessibility survey proposals for Community Park (if additional estimate is available).
-

- E. Discuss and review softball field improvements estimates (if additional estimate is available).
-

- F. Discuss and Review Douglas County Referral SP2022-075, River Canyon Filing 2, Lot 3, 1st Revision Site Improvement Plan for installation of Ravenna landscaping and storage facilities.
-

- G. Discuss and Review Chatfield Farms 1A HOA amended Real Property Conveyance and Agency Agreement.

- H. Discuss Chatfield Farms Estate water meter.

- I. Discuss and Review Update Landscape Map for 2024.

- J. Discuss ice melt alternatives.

- K. Discuss GIS options.

- L. Discuss and Review Chatfield Farms and Chatfield Farms Estate Architectural Review Committee Matter.

- M. Update on Douglas County stormwater work.

- N. Update on pumps.

- O. Discuss heavy equipment on land east of Rampart Range Road.

- P. Update on Roxborough Marketplace irrigation.

- Q. Discuss any updates from the Signage Committee.

- R. Discuss and Review need for photos for new website and website menu tree.

- S. Review volunteer opportunities list.

- T. Review lists of current approved and requested community permits
(Sports Field Use, Park Areas & Gazebo, Food Truck Vendors, etc.)
-

IV. OTHER MATTERS

- A. _____

V. PUBLIC COMMENTS/HOMEOWNER REQUESTS

VI. ADJOURNMENT

THE NEXT REGULAR MEETING IS SCHEDULED FOR NOVEMBER 15, 2023.

Roxborough Village Metropolitan District
PROPERTY TAX SUMMARY INFORMATION
2024 BUDGET
 WITH 2022 ACTUAL AND 2023 ESTIMATED
 For the Years Ended and Ending December 31

	Actual Audited 2022	Budgeted 2023	YTD Actual through August 2023	Estimated 2023	Budgeted 2024
Assessed Valuation - Douglas County					
Residential	\$ 75,902,960	\$ 73,815,710	\$ 75,902,960	\$ 75,902,960	\$ 100,480,790
Commercial	6,531,820	6,531,760	6,531,820	6,531,820	7,414,770
Industrial	-	-	-	-	-
Natural Resources	-	60	-	-	60
State assessed	16,100	12,900	16,100	16,100	12,700
Vacant land	700,770	656,140	700,770	700,770	833,630
Personal property	1,875,020	1,888,420	1,875,020	1,875,020	2,106,420
Certified Assessed Value	\$ 80,342,990	\$ 82,904,990	\$ 85,026,670	\$ 85,026,670	\$ 110,848,370
Mill Levy					
General	12.087	12.087	12.087	12.087	12.087
Debt Service	0.000	0.000	0.000	0.000	0.000
ARI	-	-	-	-	-
Temporary Mill Levy Reduction	-	-	-	-	-
Refunds and abatements	0.018	0.018	0.018	0.018	0.018
Total mill levy	21.287	12.105	12.105	12.105	12.105
Property Taxes					
General	\$ 1,029,647	\$ 1,002,073	\$ 1,005,950	\$ 1,005,950	\$ 1,339,824
Debt Service	-	-	-	-	-
ARI	-	-	-	-	-
Temporary Mill Levy Reduction	-	-	-	-	-
Refunds and abatements	-	\$ 1,492	\$ 1,530	\$ 1,530	\$ 1,995
Levied property taxes	1,029,647	1,003,565	1,007,481	1,007,480	\$ 1,341,820
Adjustments to actual/rounding	-	-	-	-	-
Budgeted property taxes	\$ 1,029,647	1,003,565	\$ 1,027,727	1,029,247	\$ 1,341,820
State assessed	-	-	-	-	-
Vacant land	-	-	-	-	-
Personal property	-	-	-	-	-
Other	-	-	-	-	-
Adjustments	-	-	-	-	-
Certified Assessed Value	\$ -	\$ -	\$ -	\$ -	\$ -
Mill Levy					
General	0.000	0.000	-	0.000	-
Property Taxes					
General	\$ -	\$ -	-	\$ -	-
Debt Service	-	-	-	-	-
ARI	-	-	-	-	-
Budgeted Property Taxes					
General	\$ 1,029,647	\$ 1,003,565	\$ 1,000,780	\$ 1,003,565	\$ 1,260,587
Debt Service	-	-	-	-	-
Total	\$ 1,029,647	\$ 1,003,565	\$ 1,000,780	\$ 1,029,247	\$ 1,260,587

Roxborough Metropolitan District
2024 BUDGET
With 2022 Actual and 2023 Estimated
For the Years Ended and Ending December 31,
General Fund

	Historical & Current Budget Period				
	Actual Audited 2022	Budgeted 2023	YTD Actual 2023	Estimated 2023	Budgeted 2024
		Jan - Jun 23			
Income					
41000 · Property Tax Income	1,121,060	1,089,859	1,039,869	1,070,574	1,324,938
43000 · Park and Field Income	11,372	2,000	2,200	3,771	2,200
44000 · Parks/Recreation/Facilities	-	-	-	-	-
45000 · Grant Income	-	-	-	-	126,000
46000 · Interest Income	9,573	5,000	15,160	25,989	27,289
47000 · General Donations Income	-	-	-	-	-
47500 · Insurance Claim Inc.	4,200	-	-	-	-
48000 · CTF/Lottery Income	-	-	-	-	-
49000 · Miscellaneous Income	266	2,000	-	-	-
49800 · Gain/Loss Disposal Cap. Asset	-	-	-	-	-
49850 · Donated Capital Assets	-	-	-	-	-
TOTAL REVENUES	\$ 1,146,471	\$ 1,098,859	\$ 1,057,229	\$ 1,100,335	\$ 1,480,427
% Increase/(Decrease Over Prior Year):					
GENERAL FUND EXPENDITURES					
General Overhead Expenditures					
50000 · Treasurer Fees	15,445	16,483	14,894	15,445	19,345
51000 · General Overhead	27,023	27,057	8,780	15,051	15,804
52000 · Computer & Software Expenses	1,079	425	2,962	5,078	5,332
52500 · Insurance Expense	30,479	34,880	22,491	38,555	45,000
52600 · Election Expense	41,308	45,000	-	-	-
53000 · Board of Director's Expense	10,912	8,720	5,100	9,426	9,897
53500 · Community Relations Exp.	61	4,360	-	-	-
54000 · Payroll Expenses	305	774	434	744	781
57000 · Professional Services Fees	398,066	308,810	209,455	366,065	394,368
57500 · Misc & Petty Cash Expense	-	-	-	-	-
57600 · Bad Debt	-	-	-	-	-
57700 · Depreciation Expense	-	-	-	-	-
58200 · Banking & Credit Card Fees	15	-	-	-	-
61000 · Miscellaneous Expense	1,625	1,635	-	-	-
61500 · Reimbursed Expenditures	-	-	-	-	-
TOTAL OVERHEAD EXPENSE	\$ 526,317	\$ 448,144	\$ 264,115	\$ 450,364	\$ 490,527
Operations Expense					
62000 · Repairs and Maintenance	17,359	14,900	3,173	5,439	10,323
63000 · Vehicle Expense	-	-	-	-	-
64000 · Landscape Expenses	398,646	289,680	158,655	281,771	310,860
65000 · Playground & Infrastructure Exp	4,460	35,165	7,653	29,470	30,943
68000 · Parks & Open Space Expense	216,685	361,979	119,404	129,839	235,322
68500 · Park & Recreation Events	400	1,700	-	-	-
TOTAL OPERATIONS EXPENSE	\$ 637,550	\$ 703,424	\$ 288,886	\$ 446,519	\$ 587,448
Capital and Bond Expenses					
70000 · Bond Interest & Principal Exp.	-	-	-	-	-
80000 · Capital Expenses	-	-	-	-	254,155
95000 · Capital Reserve Funding	-	-	-	-	-
99000 · Contingency	-	53,139	-	-	-
99000 · Chatfield Farms Reserve Funding	37,232	38,572	-	38,572	39,960
TOTAL CAPITAL & BOND EXPENSE	\$ 37,232.00	\$ 91,710.85	\$ -	\$ 38,571.85	\$ 294,115.44
TOTAL EXPENDITURES w/capital costs	\$ 1,201,099	\$ 1,243,279	\$ 553,001	\$ 935,454	\$ 1,372,090
GENERAL FUND SURPLUS/(DEFICIT) w/o Capital Costs	\$ (17,396)	\$ (52,709)	\$ 504,229	\$ 203,453	\$ 402,452
GENERAL FUND SURPLUS/(DEFICIT)	\$ (54,628)	\$ (144,420)	\$ 504,229	\$ 164,881	\$ 108,337
Other Financing Sources Used					
49910 · Other Financing Source	-	-	-	-	-
49920 · Lottery Distributions	-	-	-	-	-
49930 · Reserve Deposit	-	-	-	-	-
49960 · Transfers	-	-	-	-	-
49900 · Non-Operating Income - Other	-	-	-	-	-
Total Other Financing Sources Used	\$ -	\$ -	\$ -	\$ -	\$ -
EXCESS (DEFICIENCY) OF REVENUES AND OTHER FINANCING SOURCES OVER EXPENDITURES AND OTHER FINANCING USES	\$ (54,628)	\$ (144,420)	\$ 504,229	\$ 164,881	\$ 108,337
Beginning Fund Balance - Jan 1	\$ 523,214	\$ 468,586	\$ 468,586	\$ 468,586	\$ 633,467
Ending Fund Balance - Dec 31	\$ 468,586	\$ 324,166	\$ 972,815	\$ 633,467	\$ 741,804
Reserves Fund Accounts					
Restricted Reserve	-	-	-	-	-
Chatfield Farm Reserves	-	-	-	-	-
General Operating Funds	308,140	286,868	935,516	605,403	700,641
Subsequent Years Expenditures	124,413	-	-	-	-
Emergency Reserve:	36,033	37,298	37,298	28,064	41,163
(3.0% of Income - Donations/Grants)					
Total Reserves	\$ 468,586	\$ 324,166	\$ 972,815	\$ 633,467	\$ 741,804
Beginning Available Cash (Unrestricted & Available for General Use)	\$ 364,099	\$ 308,140	\$ 308,140	\$ 308,140	\$ 473,021
Dec 31 - Estimated Cash Reserves (Unrestricted & Available for General Use)	\$ 308,140	\$ 163,720	\$ 812,369	\$ 473,021	\$ 581,358

Roxborough Metropolitan District
2024 BUDGET
With 2022 Actual and 2023 Estimated
For the Years Ended and Ending December 31,
Capital Projects Fund

	Historical & Current Budget Period				
	Actual Audited 2022	Budgeted 2023 <i>Jan - Jun 23</i>	YTD Actual 2023	Estimated 2023	Budgeted 2024
Income					
41000 · Property Tax Income	-	-	-	-	-
43000 · Park and Field Income	-	-	-	-	-
44000 · Parks/Recreation/Facilities	-	-	-	-	-
45000 · Grant Income	-	-	-	-	-
46000 · Interest Income	24,615	15,000	38,984	66,830	70,171
47000 · General Donations Income	-	-	-	-	-
47500 · Insurance Claim Inc.	-	-	-	-	-
48000 · CTF/Lottery Income	44,789	44,000	26,088	44,000	46,200
49000 · Miscellaneous Income	-	3,000	-	-	-
49800 · Gain/Loss Disposal Cap. Asset	-	-	-	-	-
49850 · Donated Capital Assets	-	-	-	-	-
TOTAL REVENUES	\$ 69,404	\$ 62,000	\$ 65,072	\$ 110,830	\$ 116,371
% Increase/(Decrease Over Prior Year)					
GENERAL FUND EXPENDITURES					
General Overhead Expenditures					
50000 · Treasurer Fees	-	-	-	-	-
51000 · General Overhead	-	-	17	29	31
52000 · Computer & Software Expenses	-	-	123	212	222
52500 · Insurance Expense	-	-	895	1,534	1,611
52600 · Election Expense	-	-	-	-	-
53000 · Board of Director's Expense	-	-	-	-	-
53500 · Community Relations Exp.	-	-	-	-	-
54000 · Payroll Expenses	423	500	-	-	-
57000 · Professional Services Fees	31,446	137,667	8,505	14,579	15,308
57500 · Misc & Petty Cash Expense	-	-	-	-	-
57600 · Bad Debt	-	-	-	-	-
57700 · Depreciation Expense	-	-	-	-	-
58200 · Banking & Credit Card Fees	-	-	-	-	-
61000 · Miscellaneous Expense	-	-	-	-	-
61500 · Reimbursed Expenditures	-	-	-	-	-
TOTAL OVERHEAD EXPENSE	\$ 31,869	\$ 138,167	\$ 9,540	\$ 16,354	\$ 17,172
Operations Expense					
62000 · Repairs and Maintenance	8,742	2,100	-	-	-
63000 · Vehicle Expense	-	-	-	-	-
64000 · Landscape Expenses	42,030	27,000	-	-	-
65000 · Playground & Infrastructure Exp	2,850	-	-	-	-
68000 · Parks & Open Space Expense	184,181	107,920	5,724	9,813	10,303
68500 · Park & Recreation Events	-	-	-	-	-
69800 · Uncategorized Expenses	-	-	-	-	-
TOTAL OPERATIONS EXPENSE	\$ 237,603	\$ 137,020	\$ 5,724	\$ 9,813	\$ 10,303
Capital Expenses					
80000 · Capital Expenses					
80010 · Park Infrastructure/Improvements	\$ 4,000	\$ -	\$ -	\$ -	\$ 290,000
80020 · Irrigation Improvements	-	100,000	-	-	97,000
80030 · Spillway / Embankment Cost	27,320	-	-	-	-
80040 · Wetland Mitigation	-	-	-	-	-
80050 · Building Improvements	-	-	-	-	8,000
80060 · Plant Nursery	36,010	10,000	11,930	20,451	3,500
80070 · New Playground	-	350,000	-	-	350,000
80080 · Monument Sign	-	-	-	-	-
80000 · Capital Expenses - Other	-	-	-	-	84,000
Total 80000 · Capital Expenses	\$ 67,330	\$ 460,000	\$ 11,930	\$ 20,451	\$ 832,500
99000 · Contingency	-	60,713	-	-	-
TOTAL CAPITAL EXPENSE	\$ 67,330	\$ 520,713	\$ 11,930	\$ 20,451	\$ 832,500
TOTAL EXPENDITURES w/capital costs	\$ 336,801	\$ 795,900	\$ 27,194	\$ 46,618	\$ 859,975
GENERAL FUND SURPLUS/(DEFICIT)	\$ (267,397)	\$ (733,900)	\$ 37,878	\$ 64,212	\$ (743,604)
Other Financing Sources Used					
49910 · Other Financing Source	-	-	-	-	-
49920 · Lottery Distributions	-	-	-	-	-
49930 · Reserve Deposit	-	-	-	-	-
49960 · Transfers	-	-	-	-	-
49900 · Non-Operating Income - Other	-	-	-	-	-
Total Other Financing Sources Used	\$ -	\$ -	\$ -	\$ -	\$ -
EXCESS (DEFICIENCY) OF REVENUES AND OTHER FINANCING SOURCES OVER EXPENDITURES AND OTHER FINANCING USES	\$ (267,397)	\$ (733,900)	\$ 37,878	\$ 64,212	\$ (743,604)
Beginning Fund Balance - Jan 1	\$ 1,396,352	\$ 1,128,955	\$ 1,128,955	\$ 1,128,955	\$ 1,193,166
Ending Fund Balance - Dec 31	\$ 1,128,955	\$ 395,055	\$ 1,166,833	\$ 1,193,166	\$ 449,562
Reserves Fund Accounts					
Capital Projects Restricted Reserve	\$ 1,128,955	\$ 395,055	\$ 395,055	\$ 395,055	\$ 395,055
Total Reserves	\$ 1,128,955	\$ 395,055	\$ 395,055	\$ 395,055	\$ 395,055
Beginning Available Cash (Available for Capital Projects)	\$ 1,396,352	\$ 1,128,955	\$ 1,128,955	\$ 1,128,955	\$ 1,193,166
Dec 31 - Estimated Cash Reserves (Available for Capital Projects)	\$ 1,128,955	\$ 395,055	\$ 1,166,833	\$ 1,193,166	\$ 449,562

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
DEBT SERVICE FUND
2024 BUDGET
WITH 2022 ACTUAL AND 2023 ESTIMATED
For the Years Ended and Ending December 31,**

Debt Service Fund					
	ACTUAL 2022	BUDGET 2023	YTD Actual through August 2023	ESTIMATED 2023	BUDGET 2024
BEGINNING FUND BALANCE	\$ -	\$ -	\$ -	\$ -	\$ -
REVENUES					
206320 Property taxes	-	-	-	-	-
206360 Interest income	-	-	-	-	-
Total revenues	-	-	-	-	-
TRANSFERS IN					
206900 Transfers from other funds	-	-	-	-	-
Total funds available	-	-	-	-	-
EXPENDITURES					
General and administrative					
207000 Accounting	-	-	-	-	-
207020 Audit	-	-	-	-	-
207825 Bond interest - Series 1993	-	-	-	-	-
207826 Bond interest - Series 2014	-	-	-	-	-
207827 Bond interest - Wildcard 2	-	-	-	-	-
207828 Bond interest - Wildcard 3	-	-	-	-	-
207829 Bond interest - Wildcard 4	-	-	-	-	-
207833 Bond principal - Series 1993	-	-	-	-	-
207830 Bond principal - Series 2014	-	-	-	-	-
207831 Bond principal - Wildcard 1	-	-	-	-	-
207832 Bond principal - Wildcard 2	-	-	-	-	-
207200 County Treasurer's fee	-	-	-	-	-
207350 Dues and licenses	-	-	-	-	-
207360 Insurance and bonds	-	-	-	-	-
207440 District management	-	-	-	-	-
207460 Legal	-	-	-	-	-
207480 Miscellaneous	-	-	-	-	-
207490 Banking fees	-	-	-	-	-
207583 Repay developer advance	-	-	-	-	-
207590 Intergovernmental expenditures	-	-	-	-	-
207800 Expense - Wildcard 1	-	-	-	-	-
207801 Expense - Wildcard 2	-	-	-	-	-
207802 Expense - Wildcard 3	-	-	-	-	-
207803 Expense - Wildcard 4	-	-	-	-	-
207804 Expense - Wildcard 5	-	-	-	-	-
207890 Contingency	-	-	-	-	-
Debt Service					
207834 Bond principal - Wildcard 4	-	-	-	-	-
207835 Bond issue costs	-	-	-	-	-
207591 Paying agent fees	-	-	-	-	-
Total expenditures	-	-	-	-	-
TRANSFERS OUT					
207900 Transfers to other fund	-	-	-	-	-
Total expenditures and transfers out requiring appropriation	-	-	(4)	-	-
ENDING FUND BALANCE	\$ -	\$ -	\$ (4)	\$ -	\$ -
TOTAL RESERVE	\$ -	\$ -	\$ -	\$ -	\$ -



Mark Rubic <markrubic@roxboroughmetrodistrict.org>

Electric on Rampart Range Rd

1 message

Ephram Glass <ephramglass@roxboroughmetrodistrict.org>

Thu, Oct 19, 2023 at 10:54 AM

To: Peggy Ripko <pripko@sdmsi.com>

Cc: Tom Riley <TomR@cdi-services.com>, Cory France <CoryF@cdi-services.com>, Mark Rubic <markrubic@roxboroughmetrodistrict.org>, Travis Hunsaker <thunsaker@sdmsi.com>

Tom and I met this morning to look at the electric along Rampart Range Rd.

Here's the status of things:

- 1) On the southwest corner of Rampart and Village Circle East-West intersection, the power outlets are functional.
- 2) On the median, there is only one outlet and it is not functioning, however one of the lines feeding it is functional. It appears three power lines feed the outlet for some reason. Two are not energized. In my opinion, we only need one line anyway; it's unclear why three go under the road.
- 3) On the east side of the road, which is fed through the median, none of the three power lines have power.
- 4) On the southeast and northeast corners of Rampart and Village Circle East-West intersection, there is no power to the irrigation or power outlets. This includes the WeatherTrak controller on the northeast corner.
- 5) All the irrigation is functional through use of battery powered controllers. These were installed a while ago due to the power being cut off.
- 6) The power lines may also be severed between the southeast and northeast corners.

Solution for holiday lights:

- 1) Since power is available at the southwest corner, lights can be installed there without additional work.
- 2) Since power is getting to the median, I'd recommend having the electrician come rewire/replace the outlet there. This is an easy fix and would allow the holiday lights to be installed on the median.
- 3) For the southeast corner of the intersection, I'd install battery powered lights.

Permanent solution options:

Option A: Restoring the west-east Rampart Range crossing

- 1) The power line was cut in the northbound lanes. If a pullable conduit still exists, a new power line can be pulled through at minimal cost.
- 2) Boring a new conduit in the same location. This will potentially be costly.
- 3) Douglas County is repaving these lanes in 2024. We could ask to trench a new line while they are working on that. Trenching is much cheaper than boring and we wouldn't need traffic control since Douglas County will already be doing that.

Option B: Get a new electric line from Xcel

- 1) There is a junction box for the traffic lights on the southeast corner of the Rampart and Village Circle East-West intersection. If Xcel allows it, we can get a new meter installed and use the power from that new meter. This option is not preferred because we would be paying for the new meter and a \$20-\$30 monthly bill even without using power.

Option C: Go off grid

- 1) A solar/battery installation could provide power to both the outlets on the southeast and northeast corners. Tom said they've had poor luck with those systems, so the technology may not be there yet.
- 2) We can continue using battery powered irrigation controllers and battery powered holiday lights.

Bottom Line:

I'd get an electrician out to fix the median outlet and ask CDI to install holiday lights with battery powered lights on the southeast corner of the intersection. I'd ask the electrician to investigate pulling a new line under the northbound lanes. If that fails, ask for a trenching cost and see if Douglas County will allow us to trench before they redo the road. If that fails, I'd go with Option C-2 above and not do anything further.

Let me know if you have any questions.

Thanks,

--

Ephram Glass

Roxborough Village Metropolitan District Director

ephramglass@RoxboroughMetroDistrict.org



Mark Rubic <markrubic@roxboroughmetrodistrict.org>

RE: FW: Rampart Range Rd Electric

1 message

Peggy Ripko <pripko@sdmsi.com>

Thu, Oct 26, 2023 at 9:09 AM

To: Ephram Glass <ephramglass@roxboroughmetrodistrict.org>

Cc: "Mark Rubic (MarkRubic@roxboroughmetrodistrict.org)" <MarkRubic@roxboroughmetrodistrict.org>

We will see what we can do; I know typically the holiday light schedules are filled at this point.

Peggy Ripko

District Manager & Community Management Division Manager

Special District Management Services, Inc.

141 Union Boulevard, Suite 150

Lakewood, CO 80228-1898

pripko@sdmsi.com

Phone: 303-987-0835

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From: Ephram Glass <ephramglass@roxboroughmetrodistrict.org>

Sent: Wednesday, October 25, 2023 10:57 PM

To: Peggy Ripko <pripko@sdmsi.com>

Cc: Mark Rubic (MarkRubic@roxboroughmetrodistrict.org) <MarkRubic@roxboroughmetrodistrict.org>

Subject: Re: FW: Rampart Range Rd Electric

His Chatfield Wagon thing was a request from the Chatfield Farms 1A HOA, which they did send. But, they never sent anything for the metro district. The trees were normally wrapped on the southeast and southwest corners of the Village Circle East-West and Rampart Range intersection as well as the median in between both corners. I will not authorize any T&M for holiday lights. If they don't want to do it, let's find another vendor. I will note they came in way more expensive than the other holiday light vendors for the HOA. As to the battery operated lights, I like that they are cheap. If they light up and last a season or three, that's all I care about.

For reference, my HOA looked at these vendors too (went with Deck the Mall's):

- 1) Holiday Decorations, Inc. (3209 S. Galena Ct, Denver, CO 80231; 303-671-8991)
- 2) SavATree
- 3) DTM, Inc. (Deck the Mall's) (710 S. Rachel Ave, Milliken, CO 80543; (303) 841-7960; Mike@DeckTheMall.com)

On Wed, Oct 25, 2023 at 6:10 PM Peggy Ripko <pripko@sdmsi.com> wrote:

Thoughts below from CDI regarding the electric lights

Peggy Ripko

District Manager & Community Management Division Manager

Special District Management Services, Inc.

141 Union Boulevard, Suite 150

Lakewood, CO 80228-1898

pripko@sdmsi.com

Phone: 303-987-0835

The information contained in this electronic communication and any document attached hereto or transmitted herewith is confidential and intended for the exclusive use of the individual or entity named above. If the reader of this message is not the intended recipient or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any examination, use, dissemination, distribution or copying of this communication or any part thereof is strictly prohibited. If you have received this communication in error, please immediately notify the sender by reply e-mail and destroy this communication. Thank you.

From: Dale Draper <DaleD@cdi-services.com>

Sent: Wednesday, October 25, 2023 4:16 PM

To: Peggy Ripko <pripko@sdmsi.com>; Cory France <CoryF@cdi-services.com>

Subject: RE: Rampart Range Rd Electric

Hi Peggy,

Didn't we send over the holiday lights for Chatfield farms wagon section?

Other areas have not been clearly laid out. Other than the intersection. Do they have old photos of what was done in the past?

If we are using existing lights we will need to go through all of them prior to know what works and what doesn't. See what fits where based on their needs.

This time will be billed at the T&M rates. This can often be accomplished during the install period. But I'm sure they need a bid. But a bid can't be provided until I know exactly what we are working with.

Battery operated and solar is not an option. These products are cheap and not reliable.

This is your Home Depot self-install stuff. CDI doesn't install this style of lighting. We use professional grade holiday lights where every single bulb needs to be hand applied to the line and the line doesn't go out when a singular bulb does.

Dale Draper | Senior Account Manager

SLM Certified, QWEL



7121 Julian St, Westminster, CO 80030

303.304.2937 – Mobile

DaleD@CDI-Services.com

CDI-Services.com / Naturesworkforce.com

AFTER HOURS IRRIGATION EMERGENCY,

PLEASE CALL [303-358-0498](tel:303-358-0498)

Confidentiality Note: This email may contain confidential and/or private information. If you received this email in error please delete and notify sender.

From: Peggy Ripko <pripko@sdmsi.com>
Sent: Wednesday, October 25, 2023 3:54 PM
To: Cory France <CoryF@cdi-services.com>; Dale Draper <DaleD@cdi-services.com>
Subject: FW: Rampart Range Rd Electric

I know you are working on snow removal prep right now- can you let us know about holiday lights as soon as you can?

Peggy Ripko

District Manager & Community Management Division Manager

Special District Management Services, Inc.

141 Union Boulevard, Suite 150

Lakewood, CO 80228-1898

pripko@sdmsi.com

Phone: 303-987-0835

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From: Ephram Glass <ephramglass@roxboroughmetrodistrict.org>

Sent: Wednesday, October 25, 2023 9:58 AM

To: Cory France <CoryF@cdi-services.com>; Peggy Ripko <pripko@sdmsi.com>; Travis Hunsaker <thunsaker@sdmsi.com>; Mark Rubic <markrubic@roxboroughmetrodistrict.org>

Cc: Tom Riley <TomR@cdi-services.com>

Subject: Rampart Range Rd Electric

I met with the electrician on Rampart Range Rd yesterday to fix and investigate the electrical issues. After some prodding, the guy installed a new outdoor outlet in the median that is now functional. I verified from Roxborough Water that the only break in our lines is under the eastern lane of the northbound lanes of Rampart Range Rd. The electrician recommended a new set of conduit and lines to cross the road rather than splicing things under the road. He's going to get us a quote for trenching and for boring.

Actions for CDI:

We need an estimate for the holiday lights. You can use our lights that are in storage for the southwest corner of the Village Circle East/West Rampart Range Rd intersection and the median. We would need to purchase new, battery powered lights for the southeastern corner because there is still no power there.

Notes for the curious:

- 1) The power lines under the road used three phase wires with two of the phases used for the power and neutral. This is a rather unorthodox setup; while legal, it was confusing.
- 2) The power lines are in an orange conduit, but the conduit is severed in the northbound lanes.

- 3) Roxborough Water may have severed the power lines for the irrigation underneath Village Circle East, but they said they respliced things back together for the power lines they found, so that connection should be operational if power is restored going from the median to the east side of Rampart Range Rd.
- 4) Third breaker from the top turns off power to the median and anything connected through it.
- 5) Once we have quotes for fixing the power, the board can determine if fixing it is worthwhile. If nothing further is to be done or everything is fixed, then we can fill the holes back in.
- 6) No one claimed the irrigation lines that are severed on the west side of the road; so we can leave them severed.
- 7) There is an irrigation line severed on the median by the new outlet. It's unclear why, but it wasn't leaking. If we later find out it was needed, it is an easy fix.
- 8) Initially, the electrician said all new lines had to be bored and the power lines in the median weren't connected to the meter or breaker box. He had to be persuaded to even look at it and was only convinced otherwise after I made him prove it....

Let me know if you have any questions.

Thanks,

--

Ephram Glass

Roxborough Village Metropolitan District Director

ephramglass@RoxboroughMetroDistrict.org

September 28, 2023

Roxborough Village Metropolitan District

Attn: Mark Rubic – President

141 Union Boulevard

Suite 150

Lakewood, CO 80228-1898

Emailed To:

Mark Rubic at MarkRubic@roxboroughmetrodistrict.org

Debra Prysby at DebraPrysby@roxboroughmetrodistrict.org

RE: Community Park – Overall Survey and Design Level Survey Proposal

Farnsworth Group respectfully submits this letter as our proposal to provide professional surveying services for the above referenced project. This proposal letter includes an outline of our understanding of this project including our scope of services, from your original meeting with J.C. Cundall on Friday, August 4, 2023. An updated sketch of the limits of the survey is attached. We have delineated the entire area to be “flown”, which is adequate for master planning. We have also delineated the area that will receive “design level” survey for the projects discussed during the previous meetings. Also, note that all the concrete trails and sidewalks will be surveyed to “design level” as is necessary to determine ADA compliance or if it is out of compliance. Please review the information provided and contact J.C. Cundall or myself if you have any questions or comments.

A. SCOPE OF SERVICES

Control:

Farnsworth Group will conduct a field survey to recover a minimum of two controlling section and/or property corners monuments to tie in horizontally to the subject area. We will use GPS techniques to tie the project to the NAVD88 or local municipal/county vertical datum.

Aerial Survey:

Farnsworth Group will conduct an aerial survey on the overall +/- 17 acre site to produce a “Base Map” of the existing conditions. The map will consist of an orthomosaic and a surface producing 1-foot contours. Hard surfaces will be achieved using total station survey methods to include all trails and sidewalks throughout the overall site.

Topographic Design Survey:

Farnsworth Group will conduct a topographic design survey on the subject area to include +/- 8.4 acres for the purpose of providing mapping for civil design. The survey will include topographic data using both GPS and total station survey methods. Hard surfaces will be achieved using total station survey methods to include all trails and sidewalks throughout the subject area to verify grades to compare against ADA requirements. The elevation data will be sufficient to produce 1-foot contours. Existing utilities will be collected based on observed surface evidence only and will discuss needs for underground locates once final design(s) have been determined.

Assumptions/Exclusions

1. This scope of services is not to be relied upon as a Land Survey Plat and/or Improvement Survey Plat.
2. This scope of services assumes that all PLSS section corner, property corner monuments will be recovered at ground level, undamaged and not in need of rehabilitation.
3. This scope of services does not include securing or reviewing title work. It does not include preparation of legal descriptions or exhibits.
4. The Client will coordinate with the property owners for Farnsworth Group, Inc. employees to have access to the project site.
5. Farnsworth Group is not responsible for delays due to inclement weather, severe wind, rain, snow cover, ice cover, or site access issues.

B. DELIVERABLE

Farnsworth Group, Inc. will provide the "Base Map" of the "flown" area in CAD Civil 3D, release 2020, format.

Farnsworth Group, Inc. will provide the topographic design survey area in CAD Civil 3D, release 2022, format.

C. SCHEDULE

Farnsworth Group anticipates being able to begin the survey promptly upon written notice to proceed. We estimate completion of the survey files within approximately 4 weeks from notice to proceed.

D. FEES FOR PROFESSIONAL SERVICES

Farnsworth Group will perform the above-noted Services for the following lump sum fees, including reimbursable expenses: \$ 15,100.

Additional Services: Professional services beyond the scope of services listed above will be billed in accordance with our current subconsultant agreement fee schedule. Travel and reimbursable expenses are estimated and included in the above fee. Substantial reproduction costs, additional travel beyond the meetings included, or other similar expense items shall be billed at item costs.

Sincerely,

FARNSWORTH GROUP, INC.

J.R. McGehee

Digitally signed by J.R. McGehee
DN: C=US,
E=jmcgehee@f-w.com,
O=Farnsworth Group Inc.,
OU=Sr. Land Surveying
Manager, CN=J.R. McGehee
Date: 2023.09.28 14:55:24-06'00'

J.R. McGehee, PLS
Senior Land Surveying Manager
970.232.1430 – Direct Office | 970.576-4641 – Cell |
jmcgehee@f-w.com

FARNSWORTH GROUP, INC.

James Clyde Cundall

Digitally signed by James
Clyde Cundall
DN: C=US,
E=jcundall@f-w.com, OU=Civil
Group, O=Farnsworth Group,
CN=James Clyde Cundall
Date: 2023.10.04
14:38:32-06'00'

J.C. Cundall, PE
Senior Engineering Manager
970.232.1205 – Direct Office | 970.219.1276 – Cell |
jcundall@f-w.com





Date: September 28, 2023
Client: Roxborough Village Metropolitan District
Project: Community Park

Standard of Care: Services performed by Farnsworth Group under the Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

Entire Agreement: These General Conditions and the signed document to which they are attached constitute the entire Agreement between Client and Farnsworth Group and are referred to hereinafter collectively as the "Agreement".

Precedence: All purchases of Services are expressly limited to and conditioned upon acceptance of this Agreement. The Agreement shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding Farnsworth Group's services.

Fee Schedule: Where lump sum fees have been agreed to between the parties, they shall be so designated in the signed document attached hereto and by reference made a part hereof. Where fees are based upon hourly charges for services and costs incurred by Farnsworth Group, they shall be based upon the hourly fee schedule annually adopted by Farnsworth Group, as more fully set forth in a Schedule of Charges attached hereto and by reference made a part hereof.

Opinions of Cost: Farnsworth Group's opinions of probable Project cost or construction cost for the Project will be based solely upon its own experience with construction. Since Farnsworth Group has no control over the cost of labor, materials or equipment, or over a contractor's method of determining prices, or over competitive bidding or market conditions, Farnsworth Group cannot and does not guarantee that proposals, bids, or the construction cost will not vary from its opinions of probable cost.

Invoices: Client will pay Farnsworth Group the fees set forth in the Agreement (the "Fees"). Charges for services will be billed at least as frequently as monthly, and at the completion of Project. Client shall compensate Farnsworth Group for any sales or value added taxes which apply to the services rendered under the Agreement or any amendment thereto.

Group shall have the right to suspend all Services, without liability of any kind to Client, until full payment is received. All time spent and expenses incurred (including attorney's fees) in connection with collection of any delinquent amount will be paid by Client to Farnsworth Group per Farnsworth Group's then current Schedule of Charges.

Confidentiality: Each party shall retain as confidential all information and data furnished to it by the other party which are designated in writing by such other party as confidential at the time of transmission and are obtained or acquired by the receiving party in connection with the Agreement, and said party shall not reveal such information to any third party.

Compliance with Law: In the performance of services to be provided hereunder, Farnsworth Group and Client agree to comply with applicable federal, state, and local laws and ordinances and applicable lawful governmental or quasi-governmental order, rules, and regulations.

Modification to the Agreement: Client or Farnsworth Group may, from time to time, request modifications or changes in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of Farnsworth Group's compensation, to which Client and Farnsworth Group mutually agree shall be incorporated in the Agreement by a written amendment to the Agreement.

Notice: All notices required or permitted under this Agreement must be written and will be deemed given and received (a) if by personal delivery, on the date of such delivery, (b) if by electronic mail, on the transmission date if sent before 4:00 pm U.S. central time on a business day or, in any other case, on the next business day, (c) if by nationally recognized overnight courier, on the next business day following deposit for next business day delivery, or (d) if by certified mail, return receipt requested with postage prepaid, on the third business day following deposit.

If to Client:
[Company Entity]
Attn: _____

E-mail: _____

If to Farnsworth Group:
Farnsworth Group, Inc.
Attn: J.R. McGehee
Sr. Land Surveying Manager
(970) 484-7477
E-mail: jmcgehee@f-w.com

With a copy (which will not constitute notice) to:
Farnsworth Group, Inc.
Attn: Ryan Perras
5613 DTC Parkway, Suite 1100
Greenwood Village, CO 80111
E-mail: rperras@F-W.com

Facsimile; PDF Signatures. Execution and delivery of this Agreement by delivery of a facsimile or portable document format ("PDF") copy bearing the facsimile or PDF signature of any party hereto shall constitute a valid and binding execution and delivery of this Agreement by such party. Such facsimile and PDF copies shall constitute enforceable original documents.

Force Majeure: Obligations of either party under the Agreement, other than payment obligations, shall be suspended, and such party shall not be liable for damages or other remedies while such party is prevented from complying herewith, in whole or in part, due to contingencies beyond its reasonable control, including, but not limited to strikes, riots, war, fire, acts of God, injunction, compliance with any law, regulation, or order, whether valid or invalid, of the United States of America or any other governmental body or any instrumentality thereof, whether now existing or hereafter created, inability to secure materials or obtain necessary permits, provided, however, the party so prevented from complying with its obligations hereunder shall promptly notify the other party thereof.

Assignment: Client shall not transfer or assign any rights under or interest in the Agreement, without the written consent of Farnsworth Group.

Dispute Resolution: In an effort to resolve any conflicts that arise during the performance of professional services for the Project or following completion of the Project, Client and Farnsworth Group agree that all disputes shall first be negotiated between senior officers of Client and Farnsworth Group for up to thirty (30) days before being submitted to mediation. In the event negotiation and mediation are not successful, either Client or Farnsworth Group may seek a resolution in any state or federal court that has the required jurisdiction within 180 days of the conclusion of mediation.

Timeliness of Performance: Farnsworth Group will begin work under the Agreement upon receipt of a fully executed copy of the Agreement. Client and Farnsworth Group are aware that many factors outside Farnsworth Group's control may affect its ability to complete the services to be provided under the Agreement. Farnsworth Group will perform these services with reasonable diligence and expediency consistent with sound professional practices.

Suspension: Client or Farnsworth Group may suspend all or a portion of the work under the Agreement by notifying the other party in writing if unforeseen circumstances beyond control of Client or Farnsworth Group make normal progress of the work impossible. Farnsworth Group may suspend work in the event Client does not pay invoices when due, and Farnsworth Group shall have no liability whatsoever to Client, and Client agrees to make no claim for any delay or damage as a result of such suspension. The time for completion of the work shall be extended by the number of days work is suspended. If the period of suspension exceeds ninety (90) days, Farnsworth Group shall be entitled to an equitable adjustment in compensation for start-up, accounting and management expenses.

Termination: If either party defaults in performing any of the terms or provisions of the Agreement, and continues in default for a period of fifteen (15) days after written notice thereof, the party not in default shall have the right to immediately terminate the Agreement. The non-defaulting party shall be entitled to all remedies under Colorado law at the time of breach, including, without limitation, the right to recover as an element of its damages, reasonable attorney's fees and court costs.

Reuse of Documents: All documents including reports, drawings, specifications, and electronic media prepared by Farnsworth Group and/or any subconsultant pursuant to the Agreement are instruments of its services for use solely with

respect to this Project. Farnsworth Group and/or any subconsultant shall be deemed the authors and owners of their respective instruments of service and shall retain all common law, statutory and other reserved rights, including copyrights. They are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without specific written verification or adaptation by Farnsworth Group will be at Client's sole risk, and without liability to Farnsworth Group, and Client shall indemnify and hold harmless Farnsworth Group or any subconsultant from all claims, damages, losses and expenses including court costs and attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Farnsworth Group to further compensation at rates to be agreed upon by Client and Farnsworth Group.

Subcontracting: Farnsworth Group shall have the right to subcontract any part of the services and duties hereunder without the consent of Client.

Third Party Beneficiaries: Nothing contained in the Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or Farnsworth Group, except as expressly provided herein. Farnsworth Group's services under the Agreement are being performed solely for Client's benefit, and no other party or entity shall have any claim against Farnsworth Group because of the Agreement; or the performance or nonperformance of services hereunder; or reliance upon any report or document prepared hereunder. Neither Farnsworth Group nor Client shall have any obligation to indemnify each other from third party claims, except as expressly provided herein. Client and Farnsworth Group agree to require a similar provision in all contracts with construction contractors and subconsultants, vendors, and other entities involved in the Project to carry out the intent of this provision.

Right of Entry: Client shall provide for Farnsworth Group's and/or any subconsultant's right to enter property owned by Client and/or others in order for Farnsworth Group and/or any subconsultant to fulfill the scope of services for this Project. Client understands that use of exploration equipment may unavoidably cause some damage, the correction of which is not part of the Agreement unless explicitly so provided.

Recognition of Risk: Client acknowledges and accepts the risk that: (1) data on site conditions such as geological, geotechnical, ground water and other substances and materials, can vary from those encountered at the times and locations where such data were obtained, and that this limitation on the available data can cause uncertainty with respect to the interpretation of conditions at Client's site; and (2) although necessary to perform the Agreement, commonly used exploration methods (e.g., drilling, borings or trench excavating) involve an inherent risk of contamination of previously uncontaminated soils and waters. Farnsworth Group's and/or any subconsultant's application of its present judgment will be subject to factors outlined in (1) and (2) above. Client waives any claim against Farnsworth Group and/or any subconsultant, and agrees to indemnify and hold Farnsworth Group and/or any subconsultant harmless from any claim or liability for injury or loss which may arise as a result of alleged contamination caused by any site exploration. Client further agrees to compensate Farnsworth Group and/or any subconsultant for any time spent or expenses incurred by Farnsworth Group and/or any subconsultant in defense of any such claim, in accordance with Farnsworth Group's and/or any subconsultant's prevailing fee schedule and expense reimbursement policy.

Authority and Responsibility: Client agrees that Farnsworth Group and any subconsultant shall not guarantee the work of any construction contractor or construction subconsultant, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, shall not be responsible for safety in, on, or about the job site, or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms, or other work aids.

Electronic Files Transfer.

(a) Farnsworth Group may prepare electronic files which contain machine-readable information or certain information for a project ("Project Files"). Client may request Project Files to facilitate Client's understanding of the project. The Parties recognize that the Project Files are subject to alteration, either intentionally or unintentionally, due to, among other causes, transmission, conversion, media degradation, software error or human error. The Parties further understand that the transfer of Project Files from the system and format used by Farnsworth Group

to an alternate system or format cannot be accomplished without the introduction of anomalies and/or errors.

(b) Upon request, Farnsworth Group will supply Project Files to Client upon the express terms and conditions set forth herein:

(i) The Project Files may not be used for any purpose not related specifically to the Client's project. Use of these files for development of other projects; additions to the project, or duplication of the project at any location is expressly prohibited.

(ii) The Project Files are provided for information purposes only and are not intended as an end product. The Project Files may be a work in process, and Farnsworth Group is under no obligation to provide Client with any updated version(s) of the Project Files.

(iii) Client acknowledges and understands that the Project Files may not reflect all data contained in the contract documents, addenda, or other pertinent contract-related documents. Client acknowledges and understands that the Project Files may contain data which is not included in the contract documents.

(c) **BIM Digital Files.** With regard to the transfer of Building Information Model (BIM) digital files, both Parties agree as follows:

(i) Farnsworth Group will provide only those BIM files created for Client's project. There is no representation the BIM files are comprehensive or comprise a complete model of the building.

(ii) The level of development of the model will be defined consistent with AIA Document G202-2013, as agreed by the parties. After reviewing and verifying the accuracy of the information contained within Farnsworth Group's BIM files, Client is authorized to develop its own model to a higher level of development for its own uses, but, in doing so, expressly agrees to assume all risks associated therewith.

Utilities: Client shall be responsible for designating the location of all utility lines and subterranean structures within the property line of the Project. Client agrees to waive any claim against Farnsworth Group and/or any subconsultant, and to indemnify and hold harmless from any claim or liability for injury or loss arising from Farnsworth Group and/or any subconsultant or other persons encountering utilities or other man-made objects that were not called to Farnsworth Group's attention or which were not properly located on documents furnished to Farnsworth Group. Client further agrees to compensate Farnsworth Group and/or any subconsultant for any time spent or expenses incurred by Farnsworth Group and/or any subconsultant in defense of any such claim, in accordance with Farnsworth Group's and/or any subconsultant's prevailing fee schedule and expense reimbursement policy.

Samples: All samples of any type (soil, rock, water, manufactured materials, biological, etc.) will be discarded sixty (60) days after submittal of Project deliverables. Upon Client's authorization, samples will be either delivered in accordance with Client's instructions or stored for an agreed charge.

Discovery of Unanticipated Hazardous Substances or Pollutants: Hazardous substances are those so defined by prevailing Federal, State, or Local laws. Pollutants mean any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalies, chemicals and waste. Hazardous substances or pollutants may exist at a site where they would not reasonably be expected to be present. Client and Farnsworth Group and/or any subconsultant agree that the discovery of unanticipated hazardous substances or pollutants constitutes a "changed condition" mandating a renegotiation of the scope of services or termination of services. Client and Farnsworth Group and/or any subconsultant also agree that the discovery of unanticipated hazardous substances or pollutants will make it necessary for Farnsworth Group and/or any subconsultant to take immediate measures to protect human health and safety, and/or the environment. Farnsworth Group and/or any subconsultant agree to notify Client as soon as possible if unanticipated known or suspected hazardous substances or pollutants are encountered. Client encourages Farnsworth Group and/or any subconsultant to take any and all measures that in Farnsworth Group's and/or any subconsultant's professional opinion are justified to preserve and protect the health and safety of Farnsworth Group's and/or any subconsultant's

personnel and the public, and/or the environment, and Client agrees to compensate Farnsworth Group and/or any subconsultant for the additional cost of such measures. In addition, Client waives any claim against Farnsworth Group and/or any subconsultant, and agrees to indemnify and hold Farnsworth Group and/or any subconsultant harmless from any claim or liability for injury or loss arising from the presence of unanticipated known or suspected hazardous substances or pollutants. Client also agrees to compensate Farnsworth Group and/or any subconsultant for any time spent and expenses incurred by Farnsworth Group and/or any subconsultant in defense of any such claim, with such compensation to be based upon Farnsworth Group's and/or any subconsultant's prevailing fee schedule and expense reimbursement policy. Further, Client recognizes that Farnsworth Group and/or any subconsultant has neither responsibility nor liability for the removal, handling, transportation, or disposal of asbestos containing materials, nor will Farnsworth Group and/or any subconsultant act as one who owns or operates an asbestos demolition or renovation activity, as defined in regulations under the Clean Air Act.

Job Site: Client agrees that services performed by Farnsworth Group and/or any subconsultant during construction will be limited to providing observation of the progress of the work and to address questions by Client's representative concerning conformance with the Contract Documents. This activity is not to be interpreted as an inspection service, a construction supervision service, or guaranteeing the construction contractor's or construction subconsultant's performance. Farnsworth Group and/or any subconsultant will not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs. Farnsworth Group and/or any subconsultant will not be responsible for construction contractor's or construction subconsultant's obligation to carry out the work according to the Contract Documents. Farnsworth Group and/or any subconsultant will not be considered an agent of Client and will not have authority to direct construction contractor's or construction subconsultant's work or to stop work.

Shop Drawing Review: Client agrees that Farnsworth Group and/or any subconsultant shall review shop drawings and/or submittals solely for their general conformance with Farnsworth Group's and/or any subconsultant's design concept and general conformance with information given in the Contract Documents. Farnsworth Group and/or any subconsultant shall not be responsible for any aspects of a shop drawing and/or submittal that affect or are affected by the means, methods, techniques, sequences, and procedures of construction, safety precautions and programs incidental thereto, all of which are the construction contractor's or construction subconsultant's responsibility. The construction contractor or construction subconsultant will be responsible for dimensions, lengths, elevations and quantities, which are to be confirmed and correlated at the jobsite, and for coordination of the work with that of all other trades. Client represents that the construction contractor and construction subconsultant shall be made aware by Client of the responsibility to review shop drawings and/or submittals and approve them in these respects before submitting them to Farnsworth Group and/or any subconsultant.

LEED Certification and Energy Models: Client agrees that Farnsworth Group and/or any subconsultant do not guarantee the LEED certification of any facility for which Farnsworth Group and/or any subconsultant provides commissioning, LEED consulting or energy modeling services. The techniques and specific requirements for energy models used to meet LEED criteria have limitations that result in energy usage predictions that may differ from actual energy usage. Farnsworth Group and/or any subconsultant will endeavor to model energy usage very closely to actual usage, but Client agrees that Farnsworth Group and/or any subconsultant will not be responsible or liable in any way for inaccurate budgets for energy use developed from the predictions of LEED-compliant energy models. LEED certification and the number of LEED points awarded for energy efficiency are solely the responsibility of the U.S. Green Building Council and Green Building Certification Institute.

Environmental Site Assessments: No Environmental Site Assessment can wholly eliminate uncertainty regarding the potential for Recognized Environmental Conditions in connection with a Subject Property. Performance of an Environmental Site Assessment is intended to reduce, but not eliminate, uncertainty regarding potential for Recognized Environmental Conditions in connection with a Subject Property. In order to conduct the Environmental Site Assessment, information will be obtained and reviewed from outside sources, potentially including, but not

limited to, interview questionnaires, database searches, and historical records. Farnsworth Group is not be responsible for the quality, accuracy, and content of information from these sources. Any non-scope items provided in the Phase I Environmental Site Assessment Report are provided at the discretion of the environmental professional for the benefit of Client. Inclusion of any non-scope finding(s) does not imply a review of any other non-scope items with the Environmental Site Assessment investigation or report. The Environmental Site Assessment report is prepared for the sole and exclusive use of Client. Farnsworth Group does not intend, without its written consent, for the Phase 1 Environmental Site Assessment Report to be disseminated to anyone beside Client, or to be used or relied upon by anyone beside Client. Use of the report by any other person or entity is unauthorized and such use is at their sole risk.

Consequential Damages: Notwithstanding any other provision of the Agreement, and to the fullest extent permitted by law, neither Client nor Farnsworth Group, their respective officers, directors, partners, employees, contractors or subcontractants shall be liable to the other or shall make any claim for incidental, indirect, or consequential damages arising out of or connected in any way to the Project or Services performed under this Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict and implied warranty. Both Client and Farnsworth Group shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in Project.

Personal Liability: It is intended by the parties to the Agreement that Farnsworth Group's services in connection with the Project shall not subject Farnsworth Group's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, Client agrees that as Client's sole and exclusive remedy, any claim, demand, or suit shall be directed and/or asserted only against "Farnsworth Group, Inc., an Illinois corporation," and not against any of Farnsworth Group's individual employees, officers or directors.

General Insurance and Limitation: Farnsworth Group is covered by commercial general liability insurance, automobile liability insurance and workers compensation insurance with limits which Farnsworth Group considers reasonable. Certificates of all insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, Farnsworth Group agrees to indemnify and hold Client harmless from any loss, damage or liability arising directly from any negligent act by Farnsworth Group. Farnsworth Group shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. Farnsworth Group shall not be responsible for any loss, damage or liability arising from any act by Client, its agents, staff, other consultants, independent contractors, third parties or others working on the Project over which Farnsworth Group has no supervision or control. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties agree that Farnsworth Group has no duty to defend Client from and against any claims, causes of action or proceedings of any kind.

Professional Liability Insurance and Limitation: Farnsworth Group is covered by professional liability insurance for its professional acts, errors and omissions, with limits which Farnsworth Group considers reasonable. Certificates of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, Farnsworth Group agrees to indemnify and hold Client harmless from loss, damage or liability arising from errors or omissions by Farnsworth Group that exceed the industry standard of care for the services provided. Farnsworth Group shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. Farnsworth Group shall not be responsible for any loss, damage or liability arising from any act, error or omission by Client, its agents, staff, other consultants, independent contractors, third parties or others working on the Project over which Farnsworth Group has no supervision or control. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties agree that Farnsworth Group has no duty to defend Client from and against any claims, causes of action or proceedings of any kind.

ADDITIONAL LIMITATION: IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH CLIENT AND FARNSWORTH GROUP,

THE RISKS HAVE BEEN ALLOCATED SUCH THAT CLIENT AGREES THAT FOR THE COMPENSATION HEREIN PROVIDED, FARNSWORTH GROUP CANNOT EXPOSE ITSELF TO DAMAGES DISPROPORTIONATE TO THE NATURE AND SCOPE OF FARNSWORTH GROUP'S SERVICES OR THE COMPENSATION PAYABLE TO IT HEREUNDER. THEREFORE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, CLIENT AGREES THAT THE LIABILITY OF FARNSWORTH GROUP TO CLIENT FOR ANY AND ALL CAUSES OF ACTION, INCLUDING, WITHOUT LIMITATION, CONTRIBUTION, ASSERTED BY CLIENT AND ARISING OUT OF OR RELATED TO THE NEGLIGENT ACTS, ERRORS OR OMISSIONS OF FARNSWORTH GROUP IN PERFORMING PROFESSIONAL SERVICES SHALL BE LIMITED TO TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) OR THE TOTAL FEES PAID TO FARNSWORTH GROUP BY CLIENT UNDER THE AGREEMENT, WHICHEVER IS GREATER ("LIMITATION"). CLIENT HEREBY WAIVES AND RELEASES (I) ALL PRESENT AND FUTURE CLAIMS AGAINST FARNSWORTH GROUP, OTHER THAN THOSE DESCRIBED IN THE PREVIOUS SENTENCE, AND (II) ANY LIABILITY OF FARNSWORTH GROUP IN EXCESS OF THE LIMITATION. IN CONSIDERATION OF THE PROMISES CONTAINED HEREIN AND FOR OTHER SEPARATE, VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, CLIENT ACKNOWLEDGES AND AGREES THAT (I) BUT FOR THE LIMITATION, FARNSWORTH GROUP WOULD NOT HAVE PERFORMED THE SERVICES, (II) CLIENT HAS HAD THE OPPORTUNITY TO NEGOTIATE THE TERMS OF THE LIMITATION AS PART OF AN "ARMS-LENGTH" TRANSACTION, (III) THE LIMITATION AMOUNT MAY BE LESS THAN THE AMOUNT OF PROFESSIONAL LIABILITY INSURANCE REQUIRED OF FARNSWORTH GROUP UNDER THE AGREEMENT, (IV) THE LIMITATION IS MERELY A LIMITATION OF, AND NOT AN EXCULPATION FROM, FARNSWORTH GROUP'S LIABILITY AND DOES NOT IN ANY WAY OBLIGATE CLIENT TO DEFEND, INDEMNIFY OR HOLD HARMLESS FARNSWORTH GROUP, (V) THE LIMITATION IS AN AGREED REMEDY, AND (VI) THE LIMITATION AMOUNT IS NEITHER NOMINAL NOR A DISINCENTIVE TO FARNSWORTH GROUP PERFORMING THE SERVICES IN ACCORDANCE WITH THE STANDARD OF CARE.

Subpoenas: Client is responsible, after notification, for payment of time charges and expenses resulting from the required response by Farnsworth Group and/or any subconsultant to subpoenas issued by any party other than Farnsworth Group and/or any subconsultant in conjunction with the services performed under the Agreement. Charges are based on fee schedules in effect at the time the subpoena is served.

Statutes of Repose and Limitation: All legal causes of action between the parties to the Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run not later than the date of Substantial Completion. If the act or failure to act complained of occurs after the date of Substantial Completion, then the date of final completion shall be used, but in no event shall any statute of repose or limitation begin to run any later than the date Farnsworth Group's services are completed or terminated.

Severability: If any term or provision of the Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of the Agreement shall remain in full force and effect.

Waiver: No waiver by either party of any breach, default, or violation of any term, warranty, representation, agreement, covenant, condition, or provision hereof shall constitute a waiver of any subsequent breach, default, or violation of the same or any other term, warranty, representation, agreement, covenant, condition, or provision hereof. All waivers must be in writing.

Survival: Notwithstanding completion or termination of the Agreement for any reason, all rights, duties, obligations of the parties to the Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

Governing Law: The Agreement shall be governed by and interpreted pursuant to the laws of the State of Colorado without regard to conflict of law principles.

Quote

Rocky Mountain Sports Fields LLC 7992 S Otis Ct. Littleton, CO 80128 402-310-7565 robert@rockymountainsportsfields.com	Date: 10/1/2023 Quote #: 294 Prepared By: Robert Sedlak
---	---

Quote For:
 Name: Travis Hunsaker
 Company Name: Special District Management Inc.
 Address: 141 Union Boulevard, Suite 150
 City, ST Zip Code: Lakewood, CO 80228
 Phone #: 303-987-0835

Project:	Roxborough Village Metro District Softball Field Renovation
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Description	Quantity	Unit Price	Total
Softball Infield Skin Renovation <ul style="list-style-type: none"> Measure out existing back arc to correct dimension Edge out all overgrown grass/weeds from infield dirt Repair low spot/dug out mix area in the short stop position area. Bring in infield mix, till in new mix, level out, compact to finish grade. Work all new edges flush with new infield mix, till in, level out to flush edge, compact Apply granular pre-emergent along infield skin edge (in dirt) to help prevent weeds from growing back Includes all labor, materials and work 	1	\$6,500	\$6,500
Softball Outfield Grass Renovation <ul style="list-style-type: none"> Affected area, thin area about 28,000 sq ft Core aerate existing thin area, pull core minimum of 3" depth, two directions Verticut existing thin areas, scarifies soil surface, brings up thatch to surface, breaks up cores and prepares ground for seed to soil contact Overseed existing area with a 3 way grass mixture blend of Kentucky Bluegrass, Perennial Ryegrass and Turf Type Tall Fescue Topdress area overseeded with 31 tons of 80/20 topdressing mixture, depth of .25" Drag in topdressing sand in two directions Apply starter fertilizer to area following dragging in of topdressing material Includes all labor, materials and work 	1	\$12,500	\$12,500

<p>*Site Requirements*</p> <ul style="list-style-type: none"> • District and or landscape contractor is responsible for watering seed after completion of area renovation • Turfgrass Renovation to take place during optimal seed growing conditions for best germination rates, when irrigation is turned on • Access to field, ability to have materials delivered to site prior to work being completed • Work on weekends if needed • Landscape Contractors to mark all irrigation heads prior to work with either flag and or paint • If heads are not marked, RMSF is not responsible if irrigation heads are hit during edge renovation or aerating turf grass • Any repairs needed to irrigation system to be done by landscape contractors before renovation takes place, this will ensure best irrigation coverage 			
Quote for products to ordered		Total	\$ 19,000

If you have any questions please contact:

Robert Sedlak 402-310-7565
 robert@rockymountainsportsfields.com

Thank you for your business

From: [Ephram Glass](#)
To: [Peggy Ripko](#)
Cc: [Mark Rubic](#)
Subject: Re: Referral
Date: Wednesday, October 25, 2023 10:43:39 PM

I was planning on having it as a November 7th agenda item, so you can include it in the packet.

On Wed, Oct 25, 2023 at 6:06 PM Peggy Ripko <pripko@sdmsi.com> wrote:

Ephram-

You mentioned this when we were talking- do you want me to send forward?

Peggy Ripko

District Manager & Community Management Division Manager

Special District Management Services, Inc.

141 Union Boulevard, Suite 150

Lakewood, CO 80228-1898

pripko@sdmsi.com

Phone: 303-987-0835

The information contained in this electronic communication and any document attached hereto or transmitted herewith is confidential and intended for the exclusive use of the individual or entity named above. If the reader of this message is not the intended recipient or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any examination, use, dissemination, distribution or copying of this communication or any part thereof is strictly prohibited. If you have received this communication in error, please immediately notify the sender by reply e-mail and destroy this communication. Thank you.

From: Ephram Glass <ephramglass@roxboroughmetrodistrict.org>
Sent: Wednesday, October 25, 2023 11:23 AM
To: Peggy Ripko <pripko@sdmsi.com>; Mark Rubic <markrubic@roxboroughmetrodistrict.org>

Subject: Referral

I'm not sure why this referral did not go to the metro district. This may be an opportunity to bring up trying to get an access path to Waterton Canyon. These buildings will be visible from the Waterton Canyon trail and are in a floodplain, so it's not exactly a nice spot for the buildings... This is the lot in question: [39.486156, -105.095290](#)

There is an eReferral for your review. Please use the following link to log on to your account: <https://apps.douglas.co.us/planning/projects/Login.aspx>

SP2022-075, River Canyon Filing 2, Lot 3, 1st Revision Site Improvement Plan Request

The applicant proposes to construct a new maintenance facility on Lot 3, replacing the existing facility located on Lot 1. The new maintenance facility will include a larger storage/maintenance building, covered parking for golf maintenance equipment, a storage building for maintenance equipment, exterior storage bins for landscape materials as well as areas for planting replacement trees and a small green house for plantings to use at the golf course and Clubhouse. The site is 5.55 acres in size; and zoned Planned Development (River Canyon Planned Development, Planning Area 4). Lot 3 is located on SPN: 2227-341-01-001.

This referral will close on November 14, 2023.

If you have any questions, please contact me.

Sincerely,

Carolyn Washee-Freeland, AICP, Senior Planner
Planning Services
100 Third Street
Castle Rock, CO 80104
303-660-7460 (main)

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Ephram Glass

Roxborough Village Metropolitan District Director

ephramglass@RoxboroughMetroDistrict.org

**REAL PROPERTY
CONVEYANCE AND AGENCY AGREEMENT**

THIS REAL PROPERTY CONVEYANCE AND AGENCY AGREEMENT (“Agreement”) is made this ___ day of September, 2023 (the “Effective Date”), by and between CHATFIELD FARMS NO 1A HOMEOWNERS’ ASSOCIATION INC., a Colorado nonprofit corporation (“HOA”), and ROXBOROUGH VILLAGE METROPOLITAN DISTRICT, a political subdivision of the State of Colorado (“District”). Together, HOA and District are referred to herein as the “Parties” and each a “Party.”

RECITALS

A. The HOA is the owner of the real property located in Douglas County, Colorado, more particularly described on **Exhibit A**, attached hereto and made a part hereof (the “Property”).

B. Subject to consent by a majority 80% of the total vote of its members pursuant to Article X, Section 2(a) of the Declaration of Covenants, Conditions, and Restrictions of Chatfield Farms Filing No. 1-A (“Declaration”) ~~its Articles of Incorporation dated June 17, 2002~~, the HOA intends to convey the Property to District or to a designated third party as further set forth below.

C. Prior to the conveyance to the District, the District has agreed to negotiate disposition of the Property with third parties on the HOA’s behalf.

D. The HOA and District are entering this Agreement to facilitate District’s negotiation of disposition of the Property and conveyance of the Property to the District.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the HOA and District hereby represent, covenant, and agree as follows:

1. Conveyance of Property. The HOA shall convey the Property to the District or to a designated third party upon obtaining the approval of 80% of the total vote of the members if such approval is obtained prior to the Expiration Date of this Agreement. The HOA’s Board shall have authority to determine the form and terms of the conveyance, including consideration, if any, for the Property. Upon obtaining the requisite vote of the membership, unless the HOA and District mutually agree in writing that the Property is to be conveyed to a third party prior to the Expiration Date, the HOA agrees to convey and the District agrees to accept the Property.

~~1-2.~~ Appointment of as District as Temporary Agent. The HOA hereby appoints the District as its agent to act for it in any lawful way in connection with the negotiation regarding disposition of the Property to a third party. Provided, however, any such conveyance shall be conditioned on HOA written approval and the District shall not have authority to enter into any buy-sell agreement on the HOA’s behalf.

Commented [KM1]: Section 312 of CCIOA provides that common elements can be conveyed with 67% approval or such higher percentage stated in the Declaration. The Declaration requires 80% for dedications or transfers to public agencies, authority or utility. The Articles of Incorporation also contain an 80% requirement for conveyances; however, it is the language in the Declaration that is binding over the statutory 67%.

Commented [KM2]: This seems unnecessary if the conveyance will be to the District - the District is negotiating a conveyance to third parties on its own behalf not on the Association’s behalf. This is different if the parties intend for the association to convey the property directly to a third party based on the negotiations. However, if that is the case, then such conveyance should be subject to the approval of the Association. Please let me know the parties intent here, but if it is simply that the district will take title then I am not clear on why the district is negotiating on the association’s behalf.

~~2.3.~~ District Representations. The District hereby covenants and agrees to the following: (a) the District shall not assign this agreement to any other person or entity without the prior written consent of HOA, which consent will not be unreasonably withheld, conditioned or delayed; and (b) District shall not convey any interest in the Property without the prior written consent of HOA.

~~3.4.~~ Term. This Agreement is valid from the Effective Date until the Property is conveyed to District (or designated third party), or until November 30, 202~~4~~³, whichever date is earlier ("Expiration Date"). No provision of this Agreement shall survive the Expiration Date.

~~4.5.~~ Miscellaneous Provisions. Colorado law governs this Agreement. Jurisdiction and venue shall lie exclusively in the Douglas 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. This Agreement may be amended only by a document signed by the Parties. Course of dealing, no matter how long, shall not constitute 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 be construed as a waiver of any subsequent breach of this Agreement. This Agreement shall inure to the benefit of and be binding upon the Parties and their legal representatives, successors, and permitted assigns. Neither Party shall assign this Agreement without the written consent of the other Party, except that the District may assign this Agreement without consent to any successor legal entity resulting from the consolidation, merger, or other unification of the District and another public agency, provided that the consolidation, merger, or other unification does not adversely affect ~~the maintenance services the District provides~~ the rights of the HOA under this Agreement. This Agreement is not intended to, and shall not, confer rights on any person or entity not named as a party to this Agreement. 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 any appellate action and in collecting upon any judgment, order, or award. This Agreement may be executed in several counterparts and by facsimile or electronic PDF, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

~~5.6.~~ Governmental Immunity. Nothing in this Agreement is intended to be, and will not be construed as, a waiver of the limitations on damages or any of the privileges, immunities, or defenses provided to or enjoyed by District or its directors, officers, employees, volunteers, or Districts under common law or pursuant to statute, including but not limited to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.

IN WITNESS WHEREOF, the Parties have executed this Agreement the date first above written.

HOA:

CHATFIELD FARMS NO 1A HOMEOWNERS
ASSOCIATION INC.,
a Colorado nonprofit corporation

By: _____
Name: _____
Title: _____

DISTRICT:

ROXBOROUGH VILLAGE METROPOLITAN
DISTRICT,
a political subdivision of the State of Colorado

By: _____
Name: _____
Title: _____

**EXHIBIT A
REAL PROPERTY DESCRIPTION**

Parcel

1. 2227-354-18-001 TRACT G CHATFIELD FARMS FILING 1-A 0.07 AM/L
2. 2227-351-01-045 TRACT H-1 CHATFIELD FARMS 1-A 3RD AMD 0.03AM/L
3. 2227-351-01-042 TRACT I 1 CHATFIELD FARMS 1-A 3RD AMD 3.05 AM/L
4. 2227-352-01-001 TRACT O CHATFIELD FARMS FILING 1-A 0.48 AM/L

[KML, KMZ Viewer with Drive \(nsspot.net\)](https://kmlviewer.nsspot.net/)

https://kmlviewer.nsspot.net/?state=%7B%22ids%22:%5B%221A_Tz7dlgTuv3uDqbrlZ62v6atYw41jZ%22%5D,%22action%22:%22open%22,%22userId%22:%22106022303841537743716%22,%22resourceKeys%22:%7B%7D%7D

From: [Barker, Doug](#)
To: [Ephram Glass](#)
Cc: [Peggy Ripko](#); [Mark Rubic](#)
Subject: Re: [EXTERNAL] Re: GPS/GIS Project
Date: Wednesday, October 18, 2023 2:48:18 PM
Attachments: [image.png](#)
[image.png](#)
[image.png](#)
[Glossary.pdf](#)
[RVMD slides.pdf](#)

Hi All,

Attached is a glossary and the slides I am planning to talk about tonight.

I did not see a Zoom meeting ID in the invitation I received.

Thanks!

Doug Barker, GISP / GIS Analyst

Fort Collins, CO

970.294.2184

FARNSWORTH GROUP

From: Ephram Glass <ephramglass@roxboroughmetrodistrict.org>
Sent: Thursday, October 12, 2023 9:57 AM
To: Barker, Doug <dbarker@f-w.com>
Cc: Peggy Ripko <pripko@sdmsi.com>; Mark Rubic <markrubic@roxboroughmetrodistrict.org>
Subject: Re: [EXTERNAL] Re: GPS/GIS Project

Peggy,

Can you add Doug into the agenda, preferably closer to the beginning?

Thanks,
Ephram

On Thu, Oct 12, 2023 at 9:40 AM Barker, Doug <dbarker@f-w.com> wrote:

Ephram,

That sounds good. I can zoom into the meeting on the 18th.

Thank you.

Doug Barker, GISP / GIS Analyst

Fort Collins, CO

970.294.2184

FARNSWORTH GROUP

From: Ephram Glass <ephramglass@roxboroughmetrodistrict.org>
Sent: Wednesday, October 11, 2023 10:53 PM
To: Barker, Doug <dbarker@f-w.com>

Cc: Peggy Ripko <pripko@sdmsi.com>; Mark Rubic <markrubic@roxboroughmetrodistrict.org>

Subject: Fwd: [EXTERNAL] Re: GPS/GIS Project

The Arrow Gold+ with Galileo HAS seems promising. Would you be available to come to one of the metro district board meetings to present the proposal and field questions from the board? We meet from 6:00 PM to 8:00PM every third Wednesday and have a zoom option (our next meeting is next Wednesday, October 18th).

I've copied Peggy Ripko, our district manager, and Mark Rubic, the board president.

Thanks,

--

Ephram Glass

Roxborough Village Metropolitan District Director

ephramglass@RoxboroughMetroDistrict.org

720-805-7644

----- Forwarded message -----

From: Barker, Doug <dbarker@f-w.com>

Date: Wed, Oct 11, 2023 at 6:07 PM

Subject: Re: [EXTERNAL] Re: GPS/GIS Project

To: Ephram Glass <ephramglass@roxboroughmetrodistrict.org>

Ephram,

Attached is the GIS part of the proposal. I also attached an updated GPS draft. I added another Arrow product.

After your note below, I started trying to find more info on the web about best options to try to fill in some info about maintenance, ease of use, etc. since I don't use these products myself. Searching for reviews of various products is not that fruitful, but I found that reddit seems like a good source for info.

Anyway, on a reddit post, I saw reference to using an Arrow Gold+ (Basic) with the Galileo HAS (high-accuracy service). I believe I will make this my top recommendation. It might be \$1,500 or \$2,000 more than the Arrow 100, but over time would be a great setup - and it avoids the issue of subscription services.

The HAS just came online this year. It is a 10-15 cm accuracy free solution (nominally listed as <20cm).

Here is a link to read about it.

[Galileo High Accuracy Service Early Observations - Eos \(eos-gnss.com\)](https://eos-gnss.com)

Galileo High Accuracy Service
Early Observations - Eos



Discover how the exciting new Galileo High-Accuracy Service works, today's results, and what to expect in the future.

eos-gnss.com

Also, I found a video from this summer's Esri conference that helped convince me. It has Eric Gakstatter and the CTO of EOS in it. Eric's part starts at about 29 minutes in.

[What's New in High-Accuracy GPS/GNSS for GIS Users \[A 2023 Esri UC Session\] - Eos \(eos-gnss.com\)](https://eos-gnss.com)



What's New in High-Accuracy GPS/GNSS for GIS Users [A 2023 Esri UC Session] - Eos

Learn about the latest developments in GNSS for GIS users, including support for Windows 11, MDM, Galileo HAS, and much more in this recorded presentation from Eos and Esri.

eos-gnss.com

Also, Eric confirmed for me that the Gold + basic is available (see my email below).

Thanks,

Doug

=====
Email exchange with Anatum and Eric G.

Barker, Doug



To: Eric Gakstatter <ericpg@gps-mapping.com>; Rich Ash <rich@agsgis.com>

Cc: Matt Alexander <matt@agsgis.com>

Hi Doug,

Nice to hear from you post-Covid!

I've removed Rich Ash and added Ryan McGinnis to the email thread.

There is a Arrow Gold+ Basic model that uses the Galileo HAS for sub-foot accuracy (\$4,995). It is not RTK -capable, but can be updated at a later date for \$4k if the users chooses.

That said, if there's a free RTK service available where the client is working, I would strongly consider that.

Here's some information on the Galileo HAS service. Eos was a pioneer in supporting HAS for GIS. <https://eos-gnss.com/knowledge-base/galileo-high-accuracy-service-early-observations>

Thanks,
Eric Gakstatter
Mobile: 541/829-3443

Barker, Doug

To: Eric Gakstatter <ericpg@gps-mapping.com>; Rich Ash <rich@agsgis.com>
Cc: Matt Alexander <matt@agsgis.com>



Mon 10/9/2023 1:20 PM

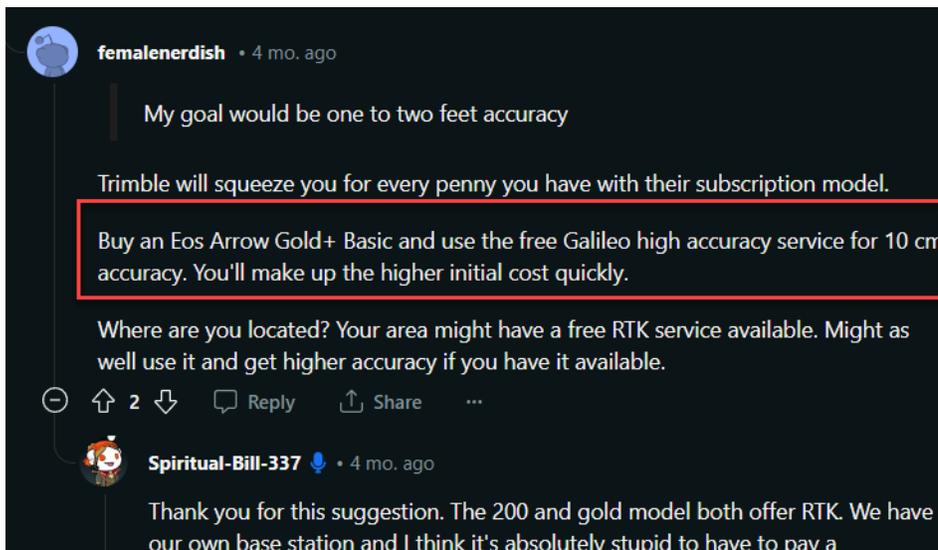
Hi All,

I am researching GPS units for a new client. They are thinking of an Arrow 100, but I saw this reddit post referring to Gold + and the Galileo HAS. On the AGS site I only see the Gold + RTK for ~\$9K. Is there going to be a Gold + Basic (non-RTK) that is ~\$4K and will utilize the HAS?

Thank you!!!

Doug

[Anyone using Trimble Catalyst GNSS? : r/gis \(reddit.com\)](https://www.reddit.com/r/gis/)



Doug Barker, GISP / GIS Analyst

Fort Collins, CO

970.294.2184

FARNSWORTH GROUP

From: Ephram Glass <ephramglass@roxboroughmetrodistrict.org>

Sent: Thursday, October 5, 2023 12:16 AM

To: Barker, Doug <dbarker@F-W.com>

Subject: Re: [EXTERNAL] Re: GPS/GIS Project

Since the board members are not familiar with most of the devices, they will likely mostly factor in recommendations, ease of use, cost, and maintenance. We'll have to have a larger conversation about accuracy; I'm not sure where we'll land with that.

For sharing with the board, if you can put the various options in a matrix or table, that will help.

Thanks,
Ephram

On Wed, Oct 4, 2023 at 1:57 PM Barker, Doug <dbarker@f-w.com> wrote:

Ephram,

Attached is a draft of the GPS devices part of the project. I will do the GIS part draft as well and we can combine them for the board packet.

I think that depending on who you talk to you will get recommendations for Arrow vs Trimble or Juniper Systems. From my limited experience, I have one client who has an Arrow Gold that they like - they don't do a ton of collecting and they connect to some base station in Englewood - but I wouldn't trust that route because of uncertainties regarding the stations. Also, you know someone

who is claiming to get 1.5 ft accuracies with the Arrow 100 without a subscription. EOS claims 2ft - see the draft document.

I also know that Farnsworth is using the Trimble DA2 and Catalyst subscription with great results. Our Telecom Group in the Midwest just got a big 3-year project with AT&T to use this setup to collect a lot of data and photos. I do all the behind-the-scenes GIS maps etc. for the project, so I know everything works well.

Have a look at the draft and let me know what you think.

Thanks

Doug Barker, GISP / GIS Analyst

Fort Collins, CO

970.294.2184

FARNSWORTH GROUP

From: Ephram Glass <ephramglass@roxboroughmetrodistrict.org>

Sent: Tuesday, October 3, 2023 3:45 PM

To: Barker, Doug <dbarker@F-W.com>

Subject: Re: [EXTERNAL] Re: GPS/GIS Project

I think virtual training would be fine. If the rest of the board prefers in-person training for the device, would you be opposed to IMEG doing the training since they are familiar with it? I can get a quote from them if needed.

On Tue, Oct 3, 2023, 2:57 PM Barker, Doug <dbarker@f-w.com> wrote:

Ephram,

I know about the EOS products. I was avoiding them since I thought it would be nice to have a local vendor to do the training (in person). I have dealt with Anatum (<https://www.agsgis.com/>) in Oregon - EOS directed me to them a couple years ago and I suspect they (AGS) could to a virtual training if you bought an Arrow unit.

Thanks

Doug Barker, GISP / GIS Analyst

Fort Collins, CO

970.294.2184

FARNSWORTH GROUP

From: Ephram Glass <ephramglass@roxboroughmetrodistrict.org>

Sent: Monday, October 2, 2023 11:31 PM

To: Barker, Doug <dbarker@F-W.com>

Subject: [EXTERNAL] Re: GPS/GIS Project

Doug,

The device IMEG was recommending was the EOS Arrow 100 (<https://eos-gnss.com/>). It

has about a 1.5' accuracy which may be sufficient. If you throw that option into the proposal, the board can deliberate on whether to go with a more accurate subscription service.

Thanks,

--

Ephram Glass

Roxborough Village Metropolitan District Director
ephramglass@RoxboroughMetroDistrict.org
720-805-7644

On Mon, Oct 2, 2023 at 3:58 PM Ephram Glass

<ephramglass@roxboroughmetrodistrict.org> wrote:

You got everything right. For the GNSS device, I've reached out to IMEG to see if I was misled on their device not having a subscription. If I wasn't, I'll get you the info on their device.

As to turning the subscription on and off, for later years, we likely will not have any GIS inputs from mid-October through early April. However, we may use the time in the winter to do some initial population of data since there won't be much going on.

Thanks,

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Ephram Glass

Roxborough Village Metropolitan District Director
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720-805-7644

On Mon, Oct 2, 2023 at 1:04 PM Barker, Doug <dbarker@f-w.com> wrote:

Hi Ephram,

I wanted to get back to you about some of the GPS issues. First, I would like to restate the basic project overview as I understand it.

Notes:

AGOL is an abbreviation for ArcGIS Online.

I believe you may have said cellular out there may not be so good for the GPS project. Let me know if I got that wrong.

I'm assuming we can't depend on cellular and may have to collect offline.

The RVMD landscape company field staff will collect the GPS data using a tablet/phone (iOS or Android) or a GPS-tablet device.

A GNSS receiver will be connected to the above to improve the accuracy to around 10cm ("a few inches").

The device (tablet etc.) would have Esri's Field Maps App installed (the app contains maps from AGOL).

The collected points would be uploaded to Esri AGOL data layers (aka feature services).

The collection workflow will include having some dropdown menus for picking attribute

values.

The AGOL layers will have attachments enabled for photos to be uploaded with the features. An initial data upload to AGOL would include existing shape files and Google Earth files in RVMD's possession.

GPS data collected would create improved versions of this existing data.

The landscaping staff will require some training on the collection methods and data setups.

There will be different user types for the Esri setup - Creator/editor, Field worker, Viewer (read only).

An AGOL instance will be created for this project. It will be administered by Farnsworth. Farnsworth GIS and engineering staff will have access to the site for maintenance and data QC and editing.

There can be a layer for as-builts or other Farnsworth items. These might be something like a new irrigation line with a PDF of the as-built drawings attached.

We are planning to have Frontier Precision provide estimates for costs of the GPS-related equipment and correction services.

My plan is to set up the AGOL part of the project and have them tap into it when they do the training.

Frontier will be the tech support if the landscape staff needs additional help with either the hardware or the apps etc.

Note that as I have researched how you might avoid using a correction service, I have not come up with a better solution than to do a subscription service. Creating an RVMD base station would be expensive (~20K) plus would require administration. Connecting to a free local base station is not feasible since nothing is really available. There is one in Westminster (city asset), but it may be too far of a base line to use - plus you have no control over when it might go offline temporarily or be taken down permanently.

I talked with one of my survey staff about this and their gut feeling is that for this application and location it would be more cost effective to do a subscription service.

Note that the subscription service can be turned off and on - for example, during the winter, how much data is going to be collected?

If a few points are collected in winter, they could be obtained with the inherent accuracy of the unit (meter or sub meter) and then moved to a better position when the service is started back up.

Sorry about the long-winded email.

Let me know your thoughts.

Thanks

Doug Barker, GISP / GIS Analyst
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Landing Page					
Banner	New information/upcoming meeting				
Notices	Upcoming meetings/community notifications (links open page with greater detail)				
Menu					
About	About Roxborough MD				
	What is a Metro District				
	Board of Directors				
Park Facility Reservations & Permits	Gazebo reservations	(merge the reservations if possible)			
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Meetings	2023 Meetings	(Add meeting calendar to main meeting page)			
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Election Information (only here for an election year)					
Committees	Operations Committee				
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