

# ROXBOROUGH VILLAGE METROPOLITAN DISTRICT

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

## NOTICE OF SPECIAL BOARD MEETING AND AGENDA

**DATE:** April 19, 2022  
**TIME:** 6:30 p.m.  
**LOCATION:** Douglas County Library in Roxborough  
Meeting Room  
8357 N Rampart Range Rd #200  
Littleton, CO 80125

Join Meeting via Zoom:

URL:

<https://us02web.zoom.us/j/89006613854?pwd=cWRrZkxMbklbmNBODE5MkxsVnl2UT09>

**ACCESS:**

Call: 346-248-7799

Meeting ID: 890 0661 3854

Passcode: 686241

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

**I. CALL TO ORDER**

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

**III. APPROVE AGENDA (10 minutes)**

**IV. PUBLIC COMMENT and/or GUESTS (15 minutes)**

*(Note: 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 Code of Conduct for additional guidelines: <https://www.roxboroughmetrodistrict.org/2022-meetings> and attached hereto.)*

**V. CONSENT AGENDA (5 minutes)**

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

- A. Review and Consider Approval of the March 15, 2022 Regular Meeting Minutes and March 22, 2022 Special Meeting Minutes (enclosure).
- B. Review and Accept the Cash Position and Property Tax Schedule for February (enclosure).
- C. Review and Consider Approval of Current Claims, Approve Transfer of Funds, and Ratify Payment of Autopay Claims and Ratify Approval of Previous Claims (enclosure).
- D. Bailey Tree Monthly Update (to be distributed).
- E. Metco Landscape Inc. Monthly Report (enclosure).
- F. Ratify Approval of Metco Tree Invoice (enclosure).
- G. Resident Report regarding Snow Removal (enclosure).
- H. 2022 Priority Projects List (enclosure).

**VI. FINANCIAL MATTERS (5 minutes)**

- A. Other.

**DISCUSSION AGENDA**

*(Note: Some items are included in the packet for the Board's information and if not discussed at a Board meeting, may not be included in future packets.)*

**VII. ACTION ITEMS (30 minutes)**

- A. Discuss Pond Health.
  - i. Review and Consider Approval of EcoResource Solutions Proposal for 2022 Annual Pond Management in the amount of \$15,368.94 (enclosure).
  - ii. Review and Consider Approval of EcoResource Solutions Proposal for PondHawk Solar Aeration System in the amount of \$10,073.14 (enclosure).
- B. Review and Consider Approval of Proposal to Install Bollards in the amount of \$2,700.00 (enclosure).
- C. Review and Consider Approval of Metco Proposal for Chatfield Farms Park Swale Enhancement (enclosure).
- D. Review and Consider Approval of Metco Proposal to Move Community Park Rocks in an amount not to exceed \$6,000.00 (enclosure).

- E. Review and Consider Approval of Patriot Pest Control Proposal for Mosquito Control Services (enclosure).
- F. Review and Consider Approval of Amendment to Code of Conduct (enclosure).
- G. Review Additional Snow Removal Areas (to be distributed).
- H. Review Updated Playground Options (enclosure).
- I. Review and Consider Approval of Proposal for 500 Feet of Shoreline Stabilization (to be distributed).
- J. Review and Consider Approval of Disc Golf Course Planning (enclosure).

**VIII. DIRECTOR MATTERS (10 minutes)**

- A. Environmental Committee Update (enclosure).
- B. Other.

**IX. MANAGER MATTERS (20 minutes)**

- A. Discuss Signage Replacement.
  - i. Interpretive Signs.
  - ii. Regulatory Signs.
- B. Other.

**X. LEGAL MATTERS (5 minutes)**

- A. Update Regarding Final Water Due Diligence Filing and Executive Session Pursuant to C.R.S. Section 24-6-402(4)(B) and for the Purposes of Receiving Legal Advice on Specific Legal Questions, if requested.
- B. Update Regarding Mulch Letter (enclosure).
- C. HOA Property Inquiry (enclosure).
- D. Other.

**XI. ENGINEERING MATTERS (5 minutes)**

- A. Update on Phase 2 of Northside Spillway.

B. Other.

**XII. LANDSCAPING MATTERS (10 minutes)**

A. Other.

**XIII. OTHER BUSINESS (5 minutes)**

A. Thank You Ed Wagner.

B. Confirm Quorum for May 17, 2022 Regular Meeting.

**XIV. EXECUTIVE SESSION**

A. Executive Session pursuant to §24-6-402(4)(b), C.R.S., for the specific legal question of formation, use, and authority of Committees in the Special District context.

**XV. ADJOURNMENT**

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

**A RESOLUTION ADOPTING CODE OF CONDUCT**

WHEREAS, the Board of Directors (the "Board") of Roxborough Village Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado ("District"), has determined that it is in the best interest of the residents of the District to adopt rules pertaining to public comment and meeting conduct for District meetings.

WHEREAS, pursuant to Section 32-1-1001 (m), C.R.S., the District is authorized to adopt, amend, and enforce bylaws, rules and regulations not in conflict with the constitution and laws of this state for carrying on the business, objectives, and affairs of the Board and of the District.


WHEREAS, the Board has determined it is in the best interest of the residents of the District to adopt the following Code of Conduct, attached as Exhibit A hereto, pertaining to public comment and meeting conduct for all District meetings. Such Code of Conduct was approved in substance on November 16, 2021 and the final form is attached as Exhibit A.

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

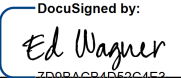
That the Code of Conduct, attached hereto as Exhibit A, is hereby approved, and the appropriate officers of the District are hereby authorized and directed to execute the same on behalf of the District.

APPROVED AND ADOPTED this 18 day of January, 2022, 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:   
581B98172ECC405  
Calvin Brown, President

ATTEST:

By:  Edward Wagner, Secretary  
7D9BAGB4D52G4E3...

## **EXHIBIT A**

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT  
MEETING CODE OF CONDUCT

Public comment—general

- When agenda provides for it, public comment will be held near the beginning of a meeting. Public comment may be routinely held at regular meetings of the Board and will be added to the agenda at the discretion of the Board at special meetings.
- Speakers can address the entire Board—personal Board member addressing to be done directly to a Board member outside of a meeting. Topic can be any matter that speaker wishes to address whether on the agenda or not on the agenda. If any agenda item is allocated specific comment such specific comments should be given at that agenda item time.
- Total time limit for individual comments will be 3 minutes per speaker, with a maximum total of 15 minutes for public comment, collectively unless otherwise extended by the Board (via Motion by a Director and majority Board approval).

Speakers will be taken in order of sign-in, as time allows. Priority will be given to District residents if any speakers are non-residents, unless non-residents are attending at the behest of the Board.

Public comment—specific

- If requested by the Board (via Motion by a Director and Board approval), any specific agenda item may have public comment added to that item.
- Specific comment will be limited to a specific agenda item.
- Total time limit for individual comments will be 15 minutes or as specified by the Board via aforementioned Motion.
- Question and Answer session: If requested by the Board (via Motion by a Director and Board approval), any specific agenda item may include a Question and Answer session with members of the public which shall be more of an engaged discussion than Public comment as otherwise described herein. Such Q and A session will be limited to 15 minutes unless the Motion and approval otherwise specifies.

Manner of addressing Board

- Time limit is 3 minutes per speaker. Speakers cannot cede time to others.



- All speakers must give their name and identify themselves as 1) a resident of the District and give address; 2) non-resident doing business within the District and give business name and address; or 3) non-resident and non-business speaker, and give an address for the record.
- Speakers who refuse to give name or address may not address the Board.
- As a general rule, Board members will not discuss or debate items during public comment with the speakers or one another, but will refer such items to staff for follow-up. Q and A sessions, if held, as a general rule will not include discussion or debate with the public but will provide a more engaged form of information gathering for the Board members.
- If a Board member asks a clarifying question of a speaker, only the Board member and speaker are permitted to enter into discussion regarding same.
- All speakers must respect the public nature of the forum, and the limited purpose of the forum to conduct the business of the District by using language to convey a message that is free from profanity or expletives.
- No speaker may make threats of violence or harm, or convey threats of violence or harm.

#### Manner of conduct by attendees of meeting

- All attendees must sign in or will be asked to leave meeting.
- No public speaking out of public comment period or unless directly addressed by the Board.
- No obscene, offensive, or profane language, gestures or written materials.
- No distracting gestures or written materials that detract from the Board's ability to conduct business.
- No intoxicated or otherwise impaired attendees.
- All speech and conduct must be respectful to other attendees and to Board Members.
- For video meetings—
  - All attendees must sign in through the chat, or will be removed from the meeting.
  - Turning on video camera is optional for any attendee.

- All non-Board public member attendees must stay on Mute at all times unless they are called for public comment.
- All non-Board consultant attendees must stay on Mute as much as possible when they are not being consulted by the Board.
- Board members should stay on Mute during any period they do not wish to speak.
- Any chat function on the video meeting will be monitored by one designated consultant of the District and used for noting attendance, identifying information for attendees and speakers, and for collecting informal written comment, none of which will constitute an official Board record but will be used to pass information along at the discretion of such consultant. The public always has the ability to email, call, or discuss in person with the District Manager or a Board Member to make individual comments.
- The following are prohibited at both video and in person meetings: Speaking out of turn; obscene or profane language; gestures, or written materials; distracting gestures, written materials, or backgrounds; are prohibited on video meetings as in person meetings.

#### Public comment—written in advance of meeting

- Public comment specific to an agenda item may be submitted in writing to the District Manager by 1:00 p.m. the day prior to a scheduled Board meeting, to be included in the meeting packet or post-packet items with name and address included. Such written comments will be read aloud by the Manager as time allows. Written comments must be specifically identified as public comment in order to be included in meeting packet materials.
- As a general rule, Board members will not discuss or debate items submitted as written public comment during a meeting but will refer such items to staff for follow-up.

#### Violations of meeting conduct/manner

- Request by any Board member to cease the conduct—1 request.
- Request by any Board member to cease the conduct –2<sup>nd</sup> request.
- Request by any Board member to cease the conduct—3<sup>rd</sup> request will require attendee to leave the meeting.

- Any threat of violence or harm, whether verbally or through gesture or other mannerism, will result in immediate ejection from meeting and a police report will be filed.
- Any attendee with signs of intoxication or impairment may be immediately ejected from meeting.

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MINUTES OF A REGULAR MEETING  
OF THE BOARD OF DIRECTORS OF THE  
ROXBOROUGH VILLAGE METROPOLITAN DISTRICT  
HELD  
TUESDAY, MARCH 15, 2022

A regular meeting of the Board of Directors of the Roxborough Village Metropolitan District (referred to hereafter as the “Board”) was convened on Tuesday, March 15, 2022 at 6:00 p.m. via ZOOM. The meeting was open to the public.

**ATTENDANCE**

**In Attendance were Directors:**

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

Director Ed Wagner, Secretary, was absent and excused.

**Also in Attendance were:**

Anna Jones and Shauna D’Amato; CliftonLarsonAllen LLP (“CLA”)  
Katie James, Esq.; Folkestad Fazekas Barrick & Patoile, P.C.  
Scott Barnett; Mulhern MRE, Inc.  
Bill Barr; Metco Landscape Inc.  
Steven Bailey; Bailey Tree  
Ray Sperger; Ark Ecological Services, LLC  
Jack Pritchett; EcoResource Solutions Inc.  
Ed Stein  
Mark Rubic; Resident at 7735 Verandah Court  
Mat Hart; Resident at 7783 Verandah Court  
Brian Jordan; Resident at 8112 Dressage Road  
Travis Jensen; Resident at 7434 Eagle Rock Drive  
Greg Clemens; Resident at 10470 Stable Lane  
Cheryl Lorenz; Resident at 7025 Pine Hills Way  
Doug Weiherer; Resident at 8082 Dressage Road

**CALL TO ORDER**

The meeting was called to order at 6:02 p.m. by Director Brown.

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

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

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**APPROVE AGENDA**

Ms. Jones reviewed the agenda with the Board and requested the discussion items regarding pickleball and disc golf be moved to action items. Following review, upon a motion duly made by Director Cook, seconded by Director Prysby and, upon vote unanimously carried, the Board approved the agenda, as amended.

**PUBLIC COMMENT  
and/or GUESTS**

Attorney James reviewed the public comment portion of the meeting and the District's Code of Conduct.

Ms. Jones read resident Mark Rubic's comments for the record.

Greg Clemens, resident, inquired about the District Election in May. Attorney James confirmed the election will have mail-in ballots provided to each eligible elector and indicated CLA will develop a questionnaire to distribute to all candidates to post on the website.

Travis Jensen, resident, indicated the Code of Conduct needs to be posted to the website.

**CONSENT AGENDA**

**February 7, 2022 Special Meeting Minutes and February 15, 2022 Regular Meeting Minutes:**  
**Cash Position and Property Tax Schedule for February:**  
**Current Claims, Approve Transfer of Funds, and Ratify Payment of Autopay Claims and Ratify Approval of Previous Claims:**  
**Bailey Tree Monthly Update:**  
**Metco Landscape Inc. Monthly Report:**

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

**FINANCIAL  
MATTERS**

**Other:** None.

**ACTION ITEMS**

**Resident Request for Pickleball Court Improvements:** Doug Weirherer, resident, discussed the need for improvements on the pickleball courts. Director Cook supported striping the second tennis court and Director Glass added the colors should be bold.

Following discussion, upon a motion duly made by Director Cook, seconded by Director Glass and, upon vote, unanimously carried, the Board approved striping the additional court and enhancing the existing court in an amount not to exceed \$2,000.00.

## RECORD OF PROCEEDINGS

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**Community Park Sports Field Use:** Brian Jordan, resident, requested permission from the Board to utilize the softball fields for little league games per his proposal included in the packet. He also requested a storage box to hold equipment be placed on the field. Director Glass commented regarding prioritizing resident field use, subject to 30 days' notice.

Following discussion, upon a motion duly made by Director Glass, seconded by Director Cook and, upon vote, unanimously carried, the Board approved Mr. Jordan's request to use the Community Park Sports Field with the applicable permit, and such permit may be terminated by the District with 30 days' notice if a team comprised of a majority of Roxborough Residents requests the same field use.

**Proposal for Community Garden:** Mr. Stein reviewed the proposal with the Board, indicating his preferred location is Imperial Park. He indicated he would request 20 participants to pay an annual fee of \$75.00. Mr. Stein would also arrange for presentations on gardening by experts. Director Prysby had additional questions and will follow up with Mr. Stein, Director Glass, Mr. Barnett and Ms. D'Amato to bring a more refined plan back to the Board to consider at the April Board meeting.

### **Pond Health:**

**EcoResource Solutions Proposal for 2022 Annual Pond Management in the amount of \$15,753.94:**

**EcoResource Solutions Proposal for PondHawk Solar Aeration System in the amount of \$10,073.14:**

Mr. Pritchett reviewed the proposals with the Board. Director Glass and Mr. Barnett requested the testing of inorganic materials and bacteria in the water. Director Glass also recommended undertaking Task 1 regarding pond clean up.

Following discussion, upon a motion duly made by Director Glass, seconded by Director Prysby and, upon vote, unanimously carried, the Board approved Task 1 – Initial Pond Spring Cleanup in the amount of \$385.00 and approved testing for inorganic materials and bacteria in the water.

**Ark Ecological Services Proposal for Additional Areas in the amount of \$5,050.00:** Mr. Sperger reviewed the proposal with the Board. Following discussion, upon a motion duly made by Director Glass, seconded by Director Prysby and, upon vote, unanimously

## RECORD OF PROCEEDINGS

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carried, the Board approved the Ark Ecological Services Proposal for additional areas in the amount of \$5,050.00.

**Placement of Boulders / Unite Site Services Driving on Glass:**

Director Brown indicated the placement of boulders would need to accommodate emergency vehicle access. Mr. Barnett confirmed the route would accommodate those vehicles. Director Cook indicated the boulders are not set deeply enough into the ground. Directors Prysby and Glass will work with Mr. Barr on the specific boulder placement.

Following discussion, upon a motion duly made by Director Glass, seconded by Director Cook and, upon vote, unanimously carried, the Board approved placing boulders by Metco in an amount not to exceed \$8,000.00.

**Chavez Services LLC Proposal to Install Bollards in the amount of \$6,770.00:**

Mr. Barnett reviewed the proposal with the Board, indicating that they will accommodate a knock box, they are removable, and can be imbedded in concrete. Director Glass indicated he opposed the design and favors knock-down bollards.

The Board requested CLA follow up with Jay Fells of CDR Construction to identify other possible bollards for installation.

**Updated Colorado Open Records Act Resolution and Policy:**

Attorney James reviewed the resolution and policy with the Board. Following discussion, upon a motion duly made by Director Brown, seconded by Director Cook and, upon vote, unanimously carried, the Board approved the Updated Colorado open Records Act Resolution and Policy.

**Metco Landscape Proposal for 2022 Annual Flower Installation in the amount of \$5,822.00:**

Following review, upon a motion duly made by Director Glass, seconded by Director Cook and, upon vote, unanimously carried, the Board approved the Metco Landscape Proposal for 2022 Annual Flower Installation in the amount of \$5,822.00.

**Metco Landscape Proposal for Mulching Trees in the amount of \$7,850.00:**

Following review, upon a motion duly made by Director Glass, seconded by Director Cook and, upon vote, unanimously carried, the Board approved the Metco Landscape Proposal for Mulching Trees in the amount of \$7,850.00.

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**Potential Disc Golf Course Planning:** Director Cook reviewed the on-site meeting he had with the disc golf course designer and indicated his preference for Item No. 1 of the proposal. The Board discussed the proposal and determined to ask the designer to develop a phased approach to the course to begin with a 9-hole course and, if successful, move into a phase two with the second 9-holes. The Board further determined to keep the course away from the natural habitat and utilize the developed park land.

Upon a motion duly made by Director Cook, seconded by Director Glass and, upon vote, unanimously carried, the Board approved Item #2 pending it being broken down into two phases for the Board to choose elements to incorporate.

### **DIRECTOR MATTERS**

**Environmental Committee:** Director Glass provided an update to the Board regarding the greenhouse, a request from Douglas County and Smooth Brome management. He also discussed replacing signage. The Board directed CLA to work with Directors Glass and Prysby to coordinate a signage replacement plan, including interpretive signage.

Additionally, Director Glass discussed changes to the landscape map. Following review and discussion, upon a motion duly made by Director Glass, seconded by Director Prysby and, upon vote, unanimously carried, the Board approved incorporating the changes into the landscape maintenance contract with Metco Landscape.

**Additional Snow Removal Areas:** The Board determined that Mr. Barnett will provide a map with the updates outlined in Director Glass's email included in the packet. Attorney James will weigh in on the changes from a legal perspective and Mr. Barr will create updated pricing.

**Other:** None.

### **MANAGER MATTERS**

**2022 Priority Project List:** Ms. Jones reviewed the 2022 priority project list with the Board.

**Potential Disc Golf Course Planning:** This item was reviewed during Action Items.

**Resident Request for Pickleball Court Improvement:** This item was reviewed during Action Items.

**Other:** None.



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**LEGAL MATTERS**

**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:** Attorney James explained the reason for having this item on the agenda. No action was taken.

**Mulch Letter:** Attorney James reviewed the letter from residents at 7240 Red Mesa Court with the Board. The Board provided Attorney James with items to include in the response letter.

Attorney James indicated that she had spoken with the school district council regarding the IGA for the greenhouse and she needs to review the school district's latest changes from their discussion. Director Glass indicated no need to fast track the conversation. Ms. James will provide an update at the April meeting.

**Other:** None.

**ENGINEERING MATTERS**

**Phase 2 of Northside Spillway:** Mr. Barnett noted he is in communication with Douglas County.

**Landscape Maintenance Tract Map:** Mr. Barnett outlined the two maps for discussion and indicated that, following review of the map and associated agreements by Attorney James and himself, there are some minor changes to be made that he will address.

**Shoreline Stabilization:** Mr. Barnett reviewed the project with the Board, including the installation and maintenance of the vegetation. Director Prysby suggested that 500 feet of shoreline be done in this phase.

Following discussion, upon a motion duly made by Director Prysby, seconded by Director Glass and, upon vote, unanimously carried, the Board approved Mr. Barnett to provide a proposal for the April meeting.

**Other:** None.

**LANDSCAPING MATTERS**

**Other:** None.

**OTHER BUSINESS**

**Quorum for Aril 19, 2022 Regular Meeting:** A quorum was confirmed for the April 19, 2022 Regular Meeting as well as the Special Board Meeting on March 22, 2022.

RECORD OF PROCEEDINGS

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**ADJOURNMENT**

There being no further business to come before the Board, upon a motion duly made by Director Prysby, seconded by Director Cook and, upon vote, unanimously carried, the Board adjourned the meeting at 9:33 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, MARCH 22, 2022

A special meeting of the Board of Directors of the Roxborough Village Metropolitan District (referred to hereafter as the “Board”) was convened on Tuesday, March 22, 2022 at 6:00 p.m. via Zoom. The meeting was open to the public.

ATTENDANCE

**In Attendance were Directors:**

Calvin Brown; President  
Debra Prysby; Vice President  
Ed Wagner; Secretary  
Ephram Glass; Treasurer  
Garry Cook; Assistant Secretary

**Also in Attendance were:**

Anna Jones; CliftonLarsonAllen LLP (“CLA”)  
Kathryn T. James, Esq.; Folkestad Fazekas Barrick & Patoile,  
P.C.  
Todd Wenskoski; Livable Cities Studio  
Mark Rubic; Resident at 7735 Verandah Court  
Mat Hart; Resident at 7783 Verandah Court  
Travis Jensen; Resident at 7434 Eagle Rock Drive  
Cheryl Lorenz; Resident at 7025 Pine Hills Way

CALL TO ORDER

The meeting was called to order at 6:02 p.m. by Director Brown.

DECLARATION OF  
QUORUM/DIRECTOR  
QUALIFICATIONS/  
DISCLOSURE MATTERS

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

DISCUSS PLAYGROUND  
OPTIONS

Mr. Wenskoski discussed various options for the playground being located in Community Park and addressed the Board’s questions.

Following discussion, the Board directed Mr. Wenskoski to provide revised drawing for consideration at the April Board meeting.

OTHER BUSINESS

None.

RECORD OF PROCEEDINGS

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ADJOURNMENT

There being no further business to come before the Board, the meeting was adjourned at 6:57 p.m. by Director Brown

Respectfully submitted,

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

Attest:

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

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT**  
**Schedule of Cash Position**  
**December 31, 2021**  
**Updated as of April 14, 2022**

	General Fund	Debt Service Fund	Capital Projects Fund	Total
<b>FirstBank - Checking Account</b>				
Balance as of 12/31/21	\$ 56,272.04	\$ -	\$ -	\$ 56,272.04
Subsequent activities:				
01/05/22 - CORE Payment	(272.48)	-	-	(272.48)
01/10/22 - Bill.com Payment	(2,945.85)	-	(1,505.40)	(4,451.25)
01/10/22 - Void Payment	800.00	-	-	800.00
01/11/22 - Bill.com Payment	(800.00)	-	-	(800.00)
01/11/22 - CORE Payment	(516.00)	-	-	(516.00)
01/13/22 - Transfer from Colostrust	65,665.05	-	5,334.95	71,000.00
01/13/22 - Void Payment	11,111.65	-	-	11,111.65
01/13/22 - Bill.com Payment	(1,390.12)	-	-	(1,390.12)
01/14/22 - Bill.com Payment	(61,421.89)	-	(3,829.55)	(65,251.44)
01/18/22 - Roxborough Water Payment December	(1,295.62)	-	-	(1,295.62)
01/18/22 - CORE Payment	(21.00)	-	-	(21.00)
01/21/22 - ADP Payroll/Taxes	(538.25)	-	-	(538.25)
01/24/22 - CORE Payment	(67.50)	-	-	(67.50)
01/25/22 - Douglas County Payment	(90.51)	-	-	(90.51)
01/26/22 - Bill.com Payment	(2,431.00)	-	-	(2,431.00)
01/31/22 - Xcel Energy December	(18.73)	-	-	(18.73)
02/07/22 - CORE Payment	(51.60)	-	-	(51.60)
02/09/22 - Bill.com Payment	(250.00)	-	-	(250.00)
02/09/22 - CORE Payment	(235.81)	-	-	(235.81)
02/11/22 - Transfer from ColoTrust	22,331.25	-	2,668.75	25,000.00
02/16/22 - CORE Payment	(537.00)	-	-	(537.00)
02/16/22 - Roxborough Water Payment Jan	(1,376.35)	-	-	(1,376.35)
02/17/22 - ADP Payroll/taxes- February	(1,076.50)	-	-	(1,076.50)
02/22/22 - CORE Payment	(67.50)	-	-	(67.50)
02/23/22 - Bill.com Payment	(60,304.96)	-	(2,668.75)	(62,973.71)
02/23/22 - Transfer from ColoTrust	32,000.00	-	-	32,000.00
03/01/22 - Xcel Energy	(18.62)	-	-	(18.62)
03/04/22 - Void bill.com duplicate payment	51.00	-	-	51.00
03/08/22 - CORE Payment	(51.74)	-	-	(51.74)
03/10/22 - CORE Payment	(165.63)	-	-	(165.63)
03/10/22 - Transfer from Colostrust	71,621.00	-	27,379.00	99,000.00
03/11/22 - Void bill.com duplicate payment	90.51	-	-	90.51
03/15/22 - Roxborough Water Payment Feb	(1,206.75)	-	-	(1,206.75)
03/15/22 - CORE Payment	(516.00)	-	-	(516.00)
03/18/22 - ADP Payroll/taxes - March	(430.60)	-	-	(430.60)
03/18/22 - CORE Payment	(21.00)	-	-	(21.00)
03/22/22 - CORE Payment	(67.50)	-	-	(67.50)
03/29/22 - Xcel Energy	(18.33)	-	-	(18.33)
03/28/22 - Bill.com payments	(71,461.93)	-	(27,379.00)	(98,840.93)
04/06/22 - CORE Payment	(51.49)	-	-	(51.49)
04/07/22 - Transfer to 1Vision-Ballot Mailing	(1,408.00)	-	-	(1,408.00)
04/07/22 - CORE Payment	(163.15)	-	-	(163.15)
04/11/22 - CORE Payment	(516.00)	-	-	(516.00)
Anticipated Bill.com Payments	(89,763.26)	-	(1,886.00)	(91,649.26)
Anticipated Transfer from Colostrust	89,114.00	-	1,886.00	91,000.00
Anticipated Balance	52,487.83	-	-	52,487.83
<b>Colostrust - Plus</b>				
Balance as of 12/31/21	538,074.86	-	1,398,425.95	1,936,500.81
Subsequent activities:				
01/01/22 - Reverse Due to/from	230.59	(230.59)	-	-
01/10/22 - December PTAX	11,888.58	220.35	-	12,108.93
01/13/22 - Transfer to Checking	(65,665.05)	-	(5,334.95)	(71,000.00)
01/19/22 - UMB Escheat funds	-	4,792.00	-	4,792.00
01/25/22 - UMB Account closure	-	13.84	-	13.84
01/31/22 - Interest Income	118.68	-	-	118.68
01/31/22 - Transfer to GF	3.60	(3.60)	-	-
02/10/22 - January PTAX	17,799.06	-	-	17,799.06
02/11/22 - Transfer to Checking	(22,331.25)	-	(2,668.75)	(25,000.00)
02/23/22 - Transfer to Checking	(32,000.00)	-	-	(32,000.00)
02/23/22 - Douglas County Libraries Refundable Deposit	100.00	-	-	100.00
02/28/22 - Interest Income	140.72	-	-	140.72
03/04/22 - Escrow release from Douglas County	-	-	3,250.20	3,250.20
03/10/22 - February PTAX	445,302.38	-	-	445,302.38
03/10/22 - Transfer to Checking	(71,621.00)	-	(27,379.00)	(99,000.00)
03/16/22 - CTF Deposit	-	-	12,119.87	12,119.87
03/31/22 - Interest Income	458.90	-	-	458.90
Anticipated Transfer to 1st Bank	(89,114.00)	-	(1,886.00)	(91,000.00)
Anticipated Balance	733,386.07	4,792.00	1,376,527.32	2,114,705.39
<b>UMB - 1993 A &amp; B Bond Fund</b>				
Balance as of 12/31/21	-	10.24	-	10.24
Subsequent activities:				
01/31/22 - Interest Income	-	3.60	-	3.60
01/31/22 - Account Closure	-	(13.84)	-	(13.84)
Anticipated Balance	-	-	-	-
<b>Anticipated Balances</b>	<b>\$ 785,873.90</b>	<b>\$ 4,792.00</b>	<b>\$ 1,376,527.32</b>	<b>\$ 2,167,193.22</b>
<b>Yield information (as of 03/31/22):</b>				
First Bank - 0.0%				
Colostrust Plus - 0.00%				

**ROXBOROUGH VILLAGE METRO DISTRICT**  
**Property Taxes Reconciliation**  
**2022**

	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	\$ 10,563.74	\$ -	\$ 7,393.79	\$ -	\$ (158.47)	\$ 17,799.06	1.03%	1.03%	\$ 50,225.08	2.22%	2.22%
February	445,392.08	-	6,591.17	-	(6,680.87)	445,302.38	43.27%	44.30%	728,016.04	42.56%	44.78%
March	45,309.40	-	7,700.23	27.53	(680.04)	52,357.12	4.40%	48.70%	87,719.36	4.21%	48.99%
April	-	-	-	-	-	-	0.00%	48.70%	140,039.03	7.47%	56.45%
May	-	-	-	-	-	-	0.00%	48.70%	139,097.60	7.50%	63.95%
June	-	-	-	-	-	-	0.00%	48.70%	603,250.04	34.80%	98.75%
July	-	-	-	-	-	-	0.00%	48.70%	25,126.98	0.65%	99.40%
August	-	-	-	-	-	-	0.00%	48.70%	17,541.81	0.23%	99.63%
September	-	-	-	-	-	-	0.00%	48.70%	17,257.82	0.20%	99.83%
October	-	-	-	-	-	-	0.00%	48.70%	15,567.53	0.07%	99.91%
November	-	-	-	-	-	-	0.00%	48.70%	14,245.59	0.05%	99.95%
December	-	-	-	-	-	-	0.00%	48.70%	12,108.93	0.03%	99.98%
<b>Total</b>	<b>\$ 501,265.22</b>	<b>\$ -</b>	<b>\$ 21,685.19</b>	<b>\$ 27.53</b>	<b>\$ (7,519.38)</b>	<b>\$ 515,458.56</b>	<b>48.70%</b>	<b>48.70%</b>	<b>\$ 1,850,195.81</b>	<b>99.98%</b>	<b>99.98%</b>

Taxes Levied	% of Levied	Property Taxes Collected	% Collected to Amount Levied
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Chatfield Farms
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**Property Tax**

General Fund	12.105	\$ 1,029,247	100.00%	\$ 501,265.22	48.70%
		\$ 1,029,247	100.00%	\$ 501,265.22	48.70%

\$ 134,390.56
\$ 134,390.56

**Specific Ownership Tax**

General Fund	\$ 82,340	100.00%	\$ 21,685.19	26.34%
Debt Service Fund	-	0.00%	-	0.00%
	\$ 82,340	100.00%	\$ 21,685.19	26.34%

**Treasurer's Fees**

General Fund	\$ 15,438	100.00%	\$ 7,519.38	48.71%
Debt Service Fund	-	0.00%	-	0.00%
	\$ 15,438	100.00%	\$ 7,519.38	48.71%

\$ 2,015.97
-
\$ 2,015.97

**Roxborough Village Metro District**  
**Claims Listing**  
**03/01/22-03/31/22**

Vendor	Invoice #	Description	Balance
<b>ACH</b>			
CORE Electric Cooperative	February - 21	Utilities	30.00
CORE Electric Cooperative	February - 21	Utilities	21.74
CORE Electric Cooperative	February - 21	Utilities	99.09
CORE Electric Cooperative	February - 21	Utilities	23.69
CORE Electric Cooperative	February - 21	Utilities	21.00
CORE Electric Cooperative	February - 21	Utilities	21.85
CORE Electric Cooperative	February - 21	Utilities	21.00
CORE Electric Cooperative	February - 21	Utilities	516.00
CORE Electric Cooperative	February - 21	Utilities	49.00
CORE Electric Cooperative	February - 21	Utilities	18.50
			<u>821.87</u>
*Roxborough Water & Sanitation District	February - 21	Nonpotable water purchase usage	798.35
*Roxborough Water & Sanitation District	February - 21	Nonpotable water purchase usage	192.60
*Roxborough Water & Sanitation District	February - 21	Nonpotable water purchase usage	11.50
*Roxborough Water & Sanitation District	February - 21	Nonpotable water purchase usage	108.00
*Roxborough Water & Sanitation District	February - 21	Nonpotable water purchase usage	96.30
			<u>1,206.75</u>
Xcel Energy	January - 21	Utilities	18.62
Xcel Energy	February - 21	Utilities	18.33
			<u>36.95</u>
			<u>\$ 2,065.57</u>
<b>Check or Epayment</b>			
<b>General</b>			
Bailey Tree, LLC	11200	Tree Maintenance	3,500.00
Bailey Tree, LLC	11239	Tree Maintenance	1,200.00
CliftonLarsonAllen, LLP	3145969	Accounting	5,334.56
CliftonLarsonAllen, LLP	3146121	District Management	18,375.00
CNA Surety Direct Bill	68996341	Insurance and Bonds	170.00
Ephram Glass	RVMD10001	Miscellaneous	26.82
Folkestad Fazekas Barrick & Patoile, P.C	43962	Legal Services	7,823.00
Foothills Park & Recreation District	SALES000000034194	Foothills Park Recreation fees	1,795.55
Foothills Park & Recreation District	SALES000000034151	Foothills Park Recreation fees	1,587.76
Metco Landscape, LLC	56976501	Snow removal	2,966.40
Metco Landscape, LLC	56976573	Snow removal	3,649.84
Metco Landscape, LLC	56976740	Snow removal	6,378.36
Metco Landscape, LLC	56976839	Snow removal	3,742.96
Metco Landscape, LLC	56976954	Snow removal	3,225.44
Metco Landscape, LLC	56977036	Snow removal	4,583.52
Metco Landscape, LLC	56977095	Snow removal	2,716.16
Mulhern MRE Inc.	MMRE62846	Engineering	272.00
Mulhern MRE Inc.	MMRE62836	Engineering	2,621.95
Special District Association of Colorado	2022 Dues	Dues and Licenses	1,061.91
Town of Castle Rock	1243	Miscellaneous	315.00
Utility Notification Center of Colorado	222021204	Miscellaneous	115.70
			<u>\$ 71,461.93</u>
<b>Capital</b>			
Mulhern MRE Inc.	MMRE62846	Spillway / embankment	612.00
Chavez Services LLC	CW-2022-012	Spillway	26,767.00
			<u>\$ 27,379.00</u>
		<b>TOTAL Checks/Epayment</b>	<u><u>\$ 98,840.93</u></u>



METCO LANDSCAPE, INC.

## Monthly Maintenance Report for Roxborough Village Metropolitan District

Submitted by: Bill Barr 4/11/2022 Recipients: Anna Jones, Public Manager

### REVIEW OF GANTTED OPERATIONS

#### Turf

Turf is coming out of dormancy first round of weed and feed to be applied this month

#### Shrub Beds

Pre emergent herbicide is being applied to shrub beds

#### Trees

Trees seem to be coming out of the winter in good shape

#### Irrigation

Irrigation will be getting ready to startup techs are setting up controllers and auditing what was applied last year when installing the new controllers

#### Site Policing

Trash and doggie stations continue to be serviced we did a thorough trash policing to Crystal Lake

#### Overall Site

We are anticipating the start to a successful spring as we have had good moisture to start the year. we have planted trees that have been approved and will be mulching tree drip lines in the parks and along road lawns

#### Review of Operations for Upcoming Month:

*Schedule, Gantt, special Needs, Concerns, Areas of Focus* Seasonal color at the medians Village circle east and west will go just after mothers day in May





Total: \$12,100.00

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

**Extra Work Proposal 3/28/2022**

**CONTRACT SPECIFICATIONS & LIMITATIONS**

All material is guaranteed to be as specified in

Unit Prices – The Base

Alternates / Time &

Scheduling – Landscape enhancement contracts

Watering and Maintenance

Seeding – Re-seeding or re-sodding of

**GUARANT**

Our guarantee is

All claims for

Plant Material Guarantee – Metco Landscaping guarantees

We will not guarantee plants damaged or

**TERMS**

Invoices will be sent after the contract work is completed.

**CANCELL**

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

**DISPUTES**

All disputes

PHOTOS  
DRAWING

Metco  
Landscape,

SIGNAGE

By signing  
this contract  
you, the  
Owner, are

UTILITIES/UNKNOWN OBSTRUCTIONS

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

OWNER'S RESPONSIBILITIES

Harmless -  
To the fullest  
extent  
permitted by

## Herschberg, Natalie

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**To:** Jones, Anna  
**Cc:** KJames  
**Subject:** RE: [External] Snow Removal - March 15th Regular Meeting Agenda Item

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**From:** Mark Rubic <[rubicmj@comcast.net](mailto:rubicmj@comcast.net)>  
**Sent:** Friday, March 18, 2022 10:35 AM  
**To:** Jones, Anna <[Anna.Jones@claconnect.com](mailto:Anna.Jones@claconnect.com)>; 'KJames' <[james@ffcolorado.com](mailto:james@ffcolorado.com)>  
**Subject:** [External] Snow Removal - March 15th Regular Meeting Agenda Item

**Think Security – This email originated from an external source. Be cautious with any links or attachments.**

Dear Ms. Jones, Ms. James, and Individual RVMD Board Members,

We are so **"fortunate"** to have such responsible and concerned Board Members, Board Business Manager and Attorney, and Board Maintenance and Snow Removal vendor serving our District. Due to the Board's continual meeting time mismanagement, the Board decided to table a discussion the agenda item [Review Additional Snow Removal Areas (enclosure)] moving or discussing **"more time pressing"** agenda items such as pickleball, a questionable community garden, CORA policy when that item had repeatedly been tabled. an inadequately notice, and an inadequately noticed disc golf matter that involved incomplete and faulty information. Thus, when the Board finally came to this agenda item, which by the way Board at a prior meeting described snow removal as a safety concern, the Board, Business Manager and Attorney fretted about how the meeting was over its allotted two hour time schedule and decided to table item to future meeting with all agreeing with their **"expert weather prognosticators"** the Board Attorney and Snow Removal vendor that it was not likely there would be another snow event. This was in despite of the fact that 1) March is historically the areas snowiest month and 2) the forecast at the time of this meeting discussion called for snow with a "Winter Weather Advisory" issued calling for a winter storm of 2" – 8" inches that was eventually was upgraded this afternoon to a "Winter Storm Warning" of 4" to 8" inches of snow, with such prediction being accurate. Nonetheless, the Board, in its **"infinite wisdom and overabundance of caution"** failed to address this matter moving on to discuss yet other non-time sensitive matters.

Thank you for you concern to the citizens of Roxborough Village that you purport to either work for or represent.

Mark Rubic





**Criteria**

Priority of majority of board

Critical to operations

Capital project achievable in 12-18 months

**RVMD Project Tracker**

30

<b>Task</b>	<b>Deadline</b>	<b>Notes</b>	<b>Status</b>
<b>Ongoing Projects</b>			
<i>Previously identified by board as priority projects and currently underway.</i>			
Northside Spillway	Fall	Scott to coordinate with DougCo - solicit proposals	In Progress
Asphalt conversion	Summer	Scott to coordinate - May 18th Start	In Progress
Bat Box Informational Signs	TBD	Part of larger signage project	Research
Upper pond enhancements	August	Todd + Scott in coordination for design and implementation	Design
Disc Golf Course	July	CLA work with vendor to finalize proposal	In Progress
Bollard Replacement	June	Scott provide proposal in April meeting packet	In Progress
Drainage by Soccer Field	July/August	Scott to provide proposal from Metco	In Progress
<i>The following items appear as prioritized in the 2/7/2022 strategic planning meeting.</i>			
<b>Maintenance Items</b>			
Landscape Map Updates	April	Katie and Scott to update board	In Progress
Skate Park Crack Repair	TBD	Scott to solicit proposal	On Hold
Willow Creek Fence	Spring	Find safe alternate to orange fence - Scott meet County first	In Progress
7 Acre Pond Reveg	April	Scott to provide proposal 500 linear ft	On hold
Trach Can relocation	Spring	Relocate cans to higher use areas	On Hold
Signage Updates	Summer	Ephram's + CLA and to identify missing signs	Research
Playground Safety Repairs	June	Districtwide playground repairs for all safety hazards	In Progress
<b>Community Park Enhancements - Priority 1</b>			
Softball Field Drainage	July	Metco to investigate possible irrigation leak/ground water/bathroom	On Hold
New Playground	TBD	Todd to provide designs for potential new locations	In Progress
Volleyball Court Repair	TBD	Provide proposal for repair/incorporate with new playground	In Progress (w/playground)
Furnishings Audit	July	Audit existing furnishings, solicit proposal for replacements	On Hold
Playground Safety Inspection	April	Coordinate safety inspection with SDA pool	In Progress
Repair safety concerns	May	repair all immediate safety concerns before summer	In Progress
<b>Trail Improvements - Priority 2</b>			
Hogback Trail	July	CLA investigate grants/partnership opportunities	Research
Highline/Chatfield Trail	TBD	CLA investigate grants/partnership opportunities	Research
State Park Connection Trail	TBD	CLA investigate grants/partnership opportunities	Research



**EcoResource Solutions, Inc.**

5765 Olde Wadsworth Blvd., Ste. 10  
Arvada, CO 80002

**Project Cost Proposal**

Date	4/8/2022
Proposal No.	7213
Terms	Net 30

Phone # (720) 974-4075  
office@EcoResourceSolutions.com  
EcoResourceSolutions.com

Name / Address
Roxborough Village Association Attn: Nicholas Carlson 8390 E. Crescent Parkway, Ste. 300 Greenwood Village, CO 80111-2814

Description	Qty	Rate	Total
Annual Pond Management Program (2022 Season) Roxborough Village Ponds (North (lower) and South (upper))  Note: ERS technicians will visit and perform maintenance tasks on a monthly basis from April through October, including a bi-weekly schedule during the months June-August to monitor and treat filamentous algae and dense weed beds. Task schedules and costs are summarized below.  Task 1 - Monthly Pond Maintenance Note: monthly services will include inspection of all resources, beneficial bacteria inoculation (for nutrient control and aid in algae control), in-pond and shoreline trash and debris removal (within reason), and algae and weed control, when necessary. Aquatic Management Technician (per hour) - monthly (APR-MAY: SEP-NOV) 20 65.00 1,300.00 Aquatic Management Technician (per hour) - bi-weekly (JUN-AUG) 18 65.00 1,170.00 ERS BenthoSweep beneficial pond & lake bacteria (per lb) (10/lbs/mo each pond; APR-NOV) 160 19.95 3,192.00T SeClear algaecide (2.5 gal) - annual supply (only when needed) 10 145.50 1,455.00T Subtotal 7,117.00			
Task 2 - Annual Pond Management Tasks Note: Annually, ERS will eradicate excessive growths of aquatic weeds (not algae) in both ponds (primarily Potamogeton pondweed), requiring one treatment per season. We will also apply Phoslock to bind-up phosphorus to aid in control of algae and weeds. Aquatic Management Technician (per hour) - pondweed treatment, both ponds (treatments will be divided by two to reduce pond stress) 14 65.00 910.00 Tribune herbicide (2.5 gal) 12 211.12 2,533.44T Cidekick aquatic surfactant (per qt) 1 38.00 38.00T ERS BenthoSweep beneficial pond & lake bacteria (per lb) - supplemental bacteria application to help oxidation of dead plant mass 20 19.95 399.00T Aquatic Management Technician (per hour) - annual Phoslock application 6 65.00 390.00 Phoslock phosphorus neutralizer (55 lbs) 6 315.25 1,891.50T Subtotal 6,161.94			

Quote Void After 60 Days	<b>Subtotal</b>
	<b>Sales Tax (0.0%)</b>
	<b>Total</b>

# Project Cost Proposal



## EcoResource Solutions, Inc.

5765 Olde Wadsworth Blvd., Ste. 10  
Arvada, CO 80002

Date	4/8/2022
Proposal No.	7213
Terms	Net 30

Phone # (720) 974-4075  
office@EcoResourceSolutions.com  
EcoResourceSolutions.com

Name / Address
Roxborough Village Association Attn: Nicholas Carlson 8390 E. Crescent Parkway, Ste. 300 Greenwood Village, CO 80111-2814

Description	Qty	Rate	Total
Task 3 - Quarterly Water Quality Monitoring (APR, JUL and OCT) - to identify water quality problems and formulate corrective actions			
Standard inorganic water quality analysis (per sample)	6	100.00	600.00
Chlorophyll-a analysis (per sample)	6	60.00	360.00
Subtotal			960.00
Task 4 - Annual Pond Bathymetric Surveys (pond mapping) - to measure physical attributes to assist with determination of future weed control needs, potential pond aeration system design, etc.			
Note: ERS now has the technology to survey shallow depths using our new CEE ECHO echosounder. Deliverables to include measurements of surface area, average and maximum depths, optimal aeration diffuser locations, water volume, aquatic weed densities and distribution, bottom hardness composition (i.e., hard vs muck bottom), etc., as well as pond contour and 3D maps.			
GIS / Bathymetry Survey Technician	4	95.00	380.00
Bathymetric and GIS Data Analyst (per hour)	6	125.00	750.00
Subtotal			1,130.00

Quote Void After 60 Days

I, as an authorized representative of the client or as the property owner, hereby agree to the project tasks and/or products, and costs stated herein, and authorize EcoResource Solutions, Inc. to provide such services and/or goods.

Signed \_\_\_\_\_ Dated \_\_\_\_\_

Please return signed copy via email to office@EcoResourceSolutions.com. Thank you.

<b>Subtotal</b>	\$15,368.94
<b>Sales Tax (0.0%)</b>	\$0.00
<b>Total</b>	<b>\$15,368.94</b>



## Project Cost Proposal



### EcoResource Solutions, Inc.

5765 Olde Wadsworth Blvd., Ste. 10  
Arvada, CO 80002

Date	3/9/2022
Proposal No.	7194
Terms	Net 30

Phone # (720) 974-4075  
office@EcoResourceSolutions.com  
EcoResourceSolutions.com

Name / Address
Roxborough Village Metropolitan District Attn: Nicholas Carlson 8390 E. Crescent Parkway, Ste. 300 Greenwood Village, CO 80111-2814

Description	Qty	Rate	Total
Purchase and Installation of PondHawk Solar Aeration System, Roxborough Lower North Pond			
We recommend installation and operation of a self-sustaining solar powered aeration system for the lower north pond to improve and maintain water quality and minimize the potential for future fish kills.			
Note: use of the same system would also greatly benefit the upper south pond for improvement and maintenance of water quality and fishery health. If desired, total cost would be doubled.			
Although this system has a relatively high initial cost, the benefits of the proposed PondHawk aeration system will include significantly reduced O&M costs (i.e., no electricity needed and battery replacement does not apply due to direct solar power vs power storage in batteries) and minimal maintenance effort and parts. One-year warranty.			
Labor and Expenses (Installation and Startup - 1 unit)			
Aeration System Technician (per hour)	10	65.00	650.00
Shipping and Handling - freight to Arvada, CO		800.00	800.00
Equipment Rental (per day) - trencher (for underground airline install)	1	307.50	307.50
Subtotal			1,757.50
Equipment, Parts, and Materials - 1 unit)			
PondHawk XL solar aeration unit (ea) - 2-diffuser system	1	7,665.00	7,665.00T
Dura-Aer self-weighted aeration tubing, 5/8" ID (per 500 ft)	0.6	933.74	560.24T
Cabinet pad form and concrete, 80 lbs (each)	4	8.50	34.00T
Aeration tubing coupler, 1/2" (each)	4	2.95	11.80T
Aeration tubing clamp, #12 stainless (each)	8	1.95	15.60T
Diffuser anchor assembly (each)	2	14.50	29.00T
Subtotal			8,315.64

Quote Void After 30 Days

I, as an authorized representative of the client or as the property owner, hereby agree to the project tasks and/or products, and costs stated herein, and authorize EcoResource Solutions, Inc. to provide such services and/or goods.

Signed \_\_\_\_\_ Dated \_\_\_\_\_

Please return signed copy via email to office@EcoResourceSolutions.com. Thank you.

**Subtotal** \$10,073.14

**Sales Tax (0.0%)** \$0.00

**Total** **\$10,073.14**

## Herschberg, Natalie

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**From:** Scott Barnett <scott@mulhernmre.com>  
**Sent:** Thursday, April 14, 2022 9:40 AM  
**To:** Jones, Anna; Carlson, Nicholas; Herschberg, Natalie  
**Subject:** [External] Fw: Roxborough Bollard Proposal

**Think Security – This email originated from an external source. Be cautious with any links or attachments.**

Please see below the proposal from Jay on the replacement bollards, which are the fold down type with concrete anchors only. This is what the Board requested. I will also point out that the Knox lock will need to be purchased separately. We will need two at roughly \$140 each. CLA will need to purchase them in about a month or so. I will circulate the picture and source once I can confirm the Board has approved this proposal of Jay's.

Thanks  
 Scott

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**From:** JAY D Fells <tamijay4@msn.com>  
**Sent:** Wednesday, April 13, 2022 9:28 PM  
**To:** Scott Barnett <scott@mulhernmre.com>  
**Subject:** Roxborough Bollard Proposal

Hi Scott,

Here is the proposal for the Roxborough Park bollard removal and replacement near the skateboard park off Rampart Range Road.

Remove two existing bollards north and south of the skateboard park. Saw cut 2" deep approximately 4"- 5" around steel sleeve in concrete sidewalk. Cut the steel posts and sleeves off below grade level and remove. Patch in cut out area of concrete with concrete patch to same height as existing concrete.

Install new bollards with padlock loop (similar to the ones pictured below) for fire department access. Anchor the two new bollards with concrete anchors into existing concrete away from patched area but close to current locations.

Bid includes all labor, materials and two bollards to complete project.

\$2,700 total - \$1,350 per bollard x 2

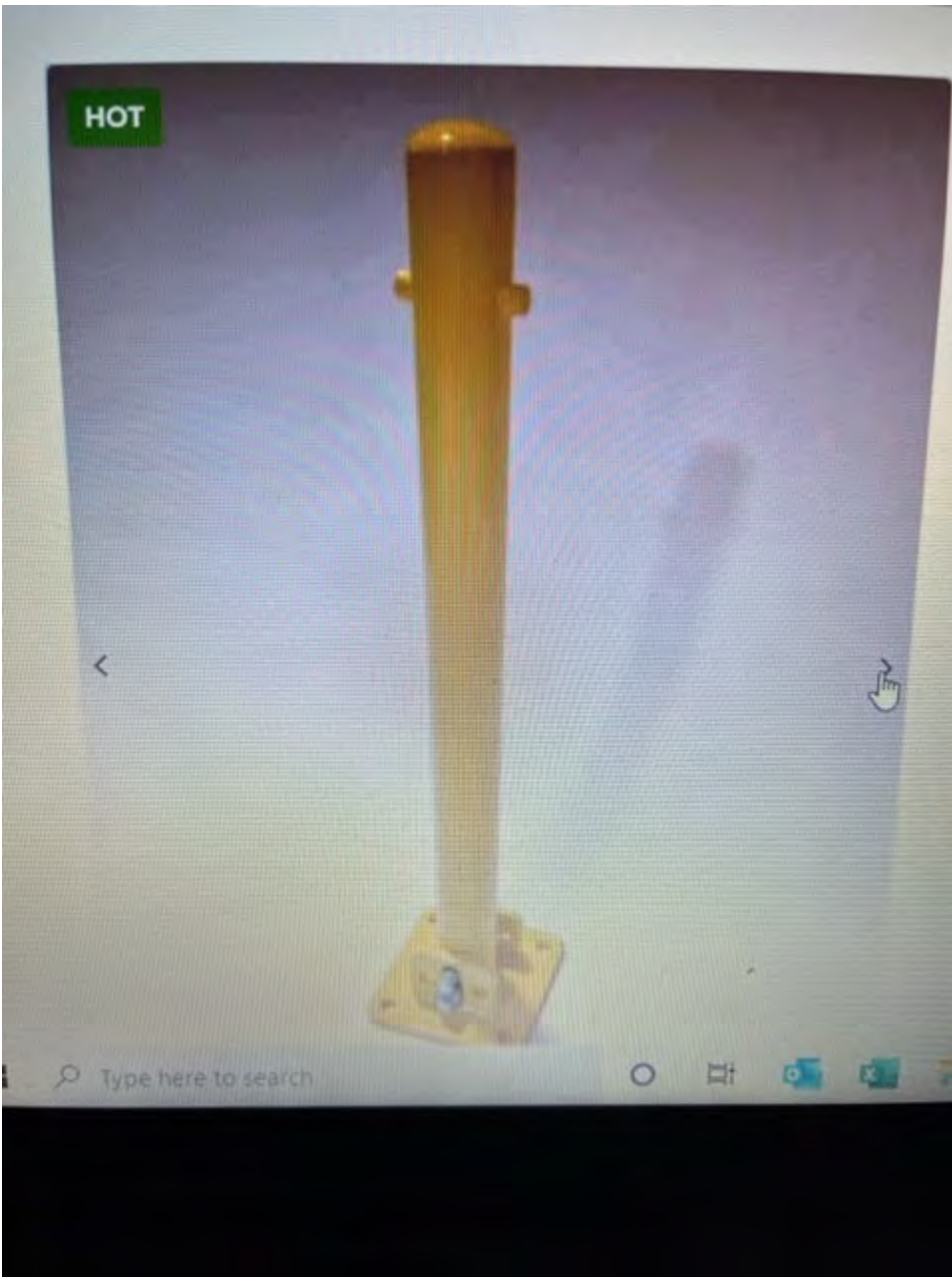
\*\* This is my personal opinion...The "fold down" bollards (which are designed to be anchored in by concrete anchor bolts) will not be as durable as the typical bollards which are set two to three feet deep in concrete which is what is currently there. While they will keep most folks from driving through or over them, I don't know that these type bollards will prevent someone with a large vehicle (and/or determination) from ramming these over. The deep set bollards are more costly to install but are more durable.

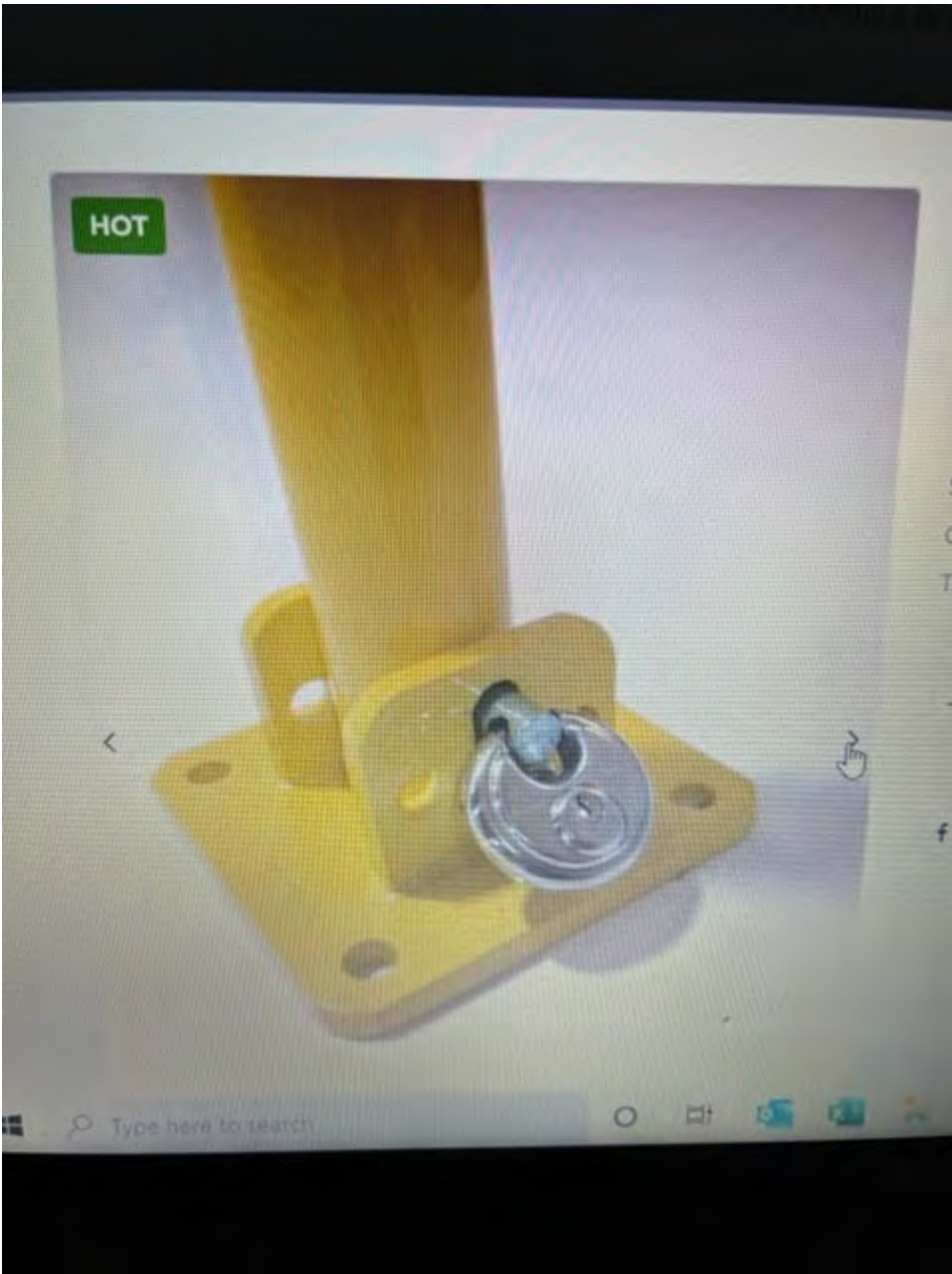
\*\* Concrete patch may chip or flake at surface over time due to snow, ice and salt.

Please let me know if you need any additional information,

Thank you,

Jay Fells 303-808-1775  
CDR Construction, LLC





Sent from my iPhone



# Extra Work Proposal

<b>Proposal By: Tom Wees, Enhancement Manager</b>	
Metco Account Manager	Bill Barr
Metco Landscape LLC	
Proposal Date	3/16/2022

<b>Job Location</b>	
Roxborough Metro District	

<b>Submitted To:</b>	
Roxborough Metro District Home Owners Association	

<b>Accounting Information</b>	
Job #	19-10-305
AR Cust	ROXBDIST

**Extra Work Proposed as Follows:**

		Qty	Rate	Total
<b>Roxborough Community Park</b>				
<b>A</b>	<b>BOULDER PILE RELOCATION:</b> (Southwest Corner of Community Parking Lot): <b>(A)</b> Install and set-in place by relocating the remainder of 1/2 ton boulders in two separate locations within the HOA Community in a linear row in the native grass areas per photos provided to Metco LLC by the HOA Board. <b>(B)</b> The first area will allow for the placement of boulders on either side of the sidewalk downhill from the Community Park per photos. <b>(C)</b> The second area will allow for the placement of boulders along Village West Parkway Drive across from the detention pond along the streetscape per photos. Pricing includes Labor and Equipment (Boulders are currently staged on-site).	1		\$4,995.00
<b>Chatfield Farms Park</b>				
<b>OPTION 1</b>	<b>COMMON TURF AREA BEHIND (6) HOMES (8563-8525 Liverpool Circle): Note:</b> This common turf area measures 330 linear feet x 25' Wide. <b>(A)</b> Use track skid steer to accomplish grading work to contour and create a drainage swale in the native turf area. <b>(B)</b> Add fill dirt as necessary to fill-in areas requiring final grade as needed. <b>(C)</b> Add amended top soil as necessary that will provide appropriate base for over-seeding. <b>(D)</b> Over-seed areas by applying Native Seed Mix. <b>(E)</b> Install bio-degradable erosion control blankets to assist seed growth and development. <b>(F)</b> Water-in over-seed application at the conclusion of the install.	1		\$44,410
<b>Chatfield Farms Park</b>				
<b>OPTION 2</b>	<b>COMMON TURF AREA BEHIND (4) HOMES (8547-8525 Liverpool Circle): Note:</b> This common turf area measures 205 linear feet x 25' Wide. <b>(A)</b> Use track skid steer to accomplish grading work to contour and create a drainage swale in the native turf area. <b>(B)</b> Add fill dirt as necessary to fill-in areas requiring final grade as needed. <b>(C)</b> Add amended top soil as necessary that will provide appropriate base for over-seeding. <b>(D)</b> Over-seed areas by applying Native Seed Mix. <b>(E)</b> Install bio-degradable erosion control blankets to assist seed growth and development. <b>(F)</b> Water-in over-seed application at the conclusion of the install.	1		\$37,110.00
<b>Chatfield Farms Park</b>				
<b>B</b>	<b>PARKING LOT DRAINAGE:</b> <b>(A)</b> Install underground drainage system originating from <b>Metal Channel Drain Grate</b> to the newly graded corner swale area behind the Home at 8563 Liverpool Circle. This work will include sod demo and installation (restoration), trenching, installation of drainage boxes (2) and drain pipe.	1		\$8,450.00
<b>NOTE</b>	<b>This aforementioned work does not include warranty coverage to swale grade and/or drainage system.</b>			

**\*This work does not include any modifications or repairs to the irrigation system. Any repairs will be billed at contractual T&M rates, or \$75.00/Hour plus materials.**

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

Client's Signature \_\_\_\_\_ Date \_\_\_\_\_ Total **TBD**

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

**Extra Work Proposal****3/16/2022**Total: **TBD****CONDITIONS OF CONTRACT***THESE CONDITIONS ARE A PART OF YOUR CONTRACT.***CONTRACT SPECIFICATIONS & LIMITATIONS**

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

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

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

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

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

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

**GUARANTEES**

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

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

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

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

**TERMS OF PAYMENT/SUSPENSION OF WORK**

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

**CANCELLATION**

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

**DISPUTES**

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

**PHOTOGRAPHY**

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

**SIGNAGE**

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

**UTILITIES/UNKNOWN OBSTRUCTIONS**

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

It is the Owner's responsibility to conspicuously mark and advise Metco Landscape, Inc. of the location of any other underground utilities including: drainage pipes, plumbing, irrigation, propane lines, electric dog fence, cable TV, lighting, etc. Any delays in crew time and/or costs involved in repairing unmarked systems are the responsibility of the Owner.

The cost of removing or circumventing concealed and/or undisclosed obstructions which prevent installation of the site improvements according to plan shall be charged as an extra to this contract. Examples of such obstructions include ledge rock, very large boulders, buried foundations, buried stumps, septic tanks, driveways/pavement, uncharted utilities, unsuitable soil, etc.

**OWNER'S RESPONSIBILITIES**

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





## CONDITIONS OF CONTRACT

*THESE CONDITIONS ARE A PART OF YOUR CONTRACT.*

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PATRIOT PEST CONTROL  
P.O.BOX372  
CASTLE ROCK CO. 80104  
720-261-5753

Roxborough Village Metropolitan District  
C/O Clifton Larson Allen LLP  
8390 E. Crescent Parkway Suite 500  
Greenwood Village Co. 80111

#### Bid for Mosquito control service

Patriot Pest Control's bid for mosquito control is as follows. Patriot Pest Control will treat Roxborough Village's holding pond and listed areas on a twice per month basis. The service will also include any extra services as needed. Patriot Pest Control's service includes but is not limited to the water retention holding ponds along the green belt, the drainage gutters in the neighborhoods that surround the pond and 7 acre lake. Patriot Pest Control will also treat the creek that flows out of the holding ponds and through the neighborhood along with the small pond behind the shopping center. The treatment will include treating for just the eggs the hope is the adult mosquito's will not be a problem if the larvacide does its job. The price will be \$1500.00 a month for 6 months to start March or April and ending September or October.

Thank you  
Ron Burden



PATRIOT PEST CONTROL  
P.O.BOX372  
CASTLE ROCK CO. 80104  
720-261-5753

Roxborough Village Metropolitan District  
C/O Clifton Larson Allen LLP  
8390 E. Crescent Parkway Suite 500  
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Thank you  
Ron Burden

**Herschberg, Natalie**

---

**To:** Carlson, Nicholas; Jones, Anna  
**Subject:** RE: [External] Re: Roxborough Village MD Pest Control

---

**From:** RON burden <[ronburden163@msn.com](mailto:ronburden163@msn.com)>  
**Sent:** Wednesday, April 13, 2022 4:48 PM  
**To:** Carlson, Nicholas <[Nicholas.Carlson@claconnect.com](mailto:Nicholas.Carlson@claconnect.com)>  
**Subject:** Re: [External] Re: Roxborough Village MD Pest Control

**Think Security – This email originated from an external source. Be cautious with any links or attachments.**

I hope we go back to doing this with the adult mosquito chemical and end the problem. I do want the board to understand that every year we don't do the full treatment it will take two seasons to get it back under control. The reason it takes two seasons is that's how many eggs can be placed out by the mosquito's and we have to get the population back under control.

Thank you  
Ron B.

---

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT  
AMENDED MEETING CODE OF CONDUCT

Public comment—general

- When agenda provides for it, public comment will be held near the beginning of a meeting. Public comment may be routinely held at regular meetings of the Board and will be added to the agenda at the discretion of the Board at special meetings.
- Speakers can address the entire Board—personal Board member addressing to be done directly to a Board member outside of a meeting. Topic can be any matter that speaker wishes to address whether on the agenda or not on the agenda. If any agenda item is allocated specific comment such specific comments should be given at that agenda item time.
- Total time limit for individual comments will be 3 minutes per speaker, with a maximum total of 15 minutes for public comment, collectively unless otherwise extended by the Board (via Motion by a Director and majority Board approval).

Speakers will be taken in order of sign-in, as time allows. Priority will be given to District residents if any speakers are non-residents, unless non-residents are attending at the behest of the Board.

Public comment—specific

- If requested by the Board (via Motion by a Director and Board approval), any specific agenda item may have public comment added to that item.
- Specific comment will be limited to a specific agenda item.
- Total time limit for individual comments will be 15 minutes or as specified by the Board via aforementioned Motion.
- Question and Answer session: If requested by the Board (via Motion by a Director and Board approval), any specific agenda item may include a Question and Answer session with members of the public which shall be more of an engaged discussion than Public comment as otherwise described herein. Such Q and A session will be limited to 15 minutes unless the Motion and approval otherwise specifies.

### Manner of addressing Board

- Time limit is 3 minutes per speaker. Speakers cannot cede time to others.
- All speakers must give their name and identify themselves as 1) a resident of the District and give address; 2) non-resident doing business within the District and give business name and address; or 3) non-resident and non-business speaker, and give an address for the record.
- Speakers who refuse to give name or address may not address the Board.
- As a general rule, Board members will not discuss or debate items during public comment with the speakers or one another, but will refer such items to staff for follow-up. Q and A sessions, if held, as a general rule will not include discussion or debate with the public but will provide a more engaged form of information gathering for the Board members.
- If a Board member asks a clarifying question of a speaker, only the Board member and speaker are permitted to enter into discussion regarding same.
- All speakers must respect the public nature of the forum, and the limited purpose of the forum to conduct the business of the District by using language to convey a message that is free from profanity or expletives.
- No speaker may make threats of violence or harm, or convey threats of violence or harm.

### Recording of meetings

- Recording of meetings by attendees is not prohibited.
- Audio recording is only permitted for in person meetings.
- Attendees must announce they are recording, keep the device in plain view on a flat surface, and such device cannot be distracting to the Board.

### Manner of conduct by attendees of meeting

- All attendees must sign in or will be asked to leave meeting.
- No public speaking out of public comment period or unless directly addressed by the Board.
- No obscene, offensive, or profane language, gestures or written materials.

- No distracting gestures or written materials that detract from the Board’s ability to conduct business.
- No intoxicated or otherwise impaired attendees.
- All speech and conduct must be respectful to other attendees and to Board Members.
- For video meetings—
  - All attendees must sign in through the chat, or will be removed from the meeting.
  - Turning on video camera is optional for any attendee.
  - All non-Board public member attendees must stay on Mute at all times unless they are called for public comment.
  - All non-Board consultant attendees must stay on Mute as much as possible when they are not being consulted by the Board.
  - Board members should stay on Mute during any period they do not wish to speak.
  - Any chat function on the video meeting will be monitored by one designated consultant of the District and used for noting attendance, identifying information for attendees and speakers, and for collecting informal written comment, none of which will constitute an official Board record but will be used to pass information along at the discretion of such consultant. The public always has the ability to email, call, or discuss in person with the District Manager or a Board Member to make individual comments.
  - The following are prohibited at both video and in person meetings: Speaking out of turn; obscene or profane language; gestures, or written materials; distracting gestures, written materials, or backgrounds; are prohibited on video meetings as in person meetings.

Public comment—written in advance of meeting

- Public comment specific to an agenda item may be submitted in writing to the District Manager by 1:00 p.m. the day prior to a scheduled Board meeting, to be included in the meeting packet or post-packet items with name and address included. Such written comments will be read aloud by the Manager as time allows only for such residents who are unable to attend the meeting in person. Written comments must be specifically identified as public comment in order to be included in meeting packet materials.

- As a general rule, Board members will not discuss or debate items submitted as written public comment during a meeting but will refer such items to staff for follow-up.

#### Violations of meeting conduct/manner

- Request by any Board member to cease the conduct—1 request.
- Request by any Board member to cease the conduct –2<sup>nd</sup> request.
- Request by any Board member to cease the conduct—3<sup>rd</sup> request will require attendee to leave the meeting.
- Any threat of violence or harm, whether verbally or through gesture or other mannerism, will result in immediate ejection from meeting and a police report will be filed.
- Any attendee with signs of intoxication or impairment may be immediately ejected from meeting.

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

**A RESOLUTION ADOPTING 2<sup>ND</sup> AMENDED CODE OF CONDUCT**

WHEREAS, the Board of Directors (the "Board") of Roxborough Village Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado ("District"), has determined that it is in the best interest of the residents of the District to adopt rules pertaining to public comment and meeting conduct for District meetings.

WHEREAS, pursuant to Section 32-1-1001 (m), C.R.S., the District is authorized to adopt, amend, and enforce bylaws, rules and regulations not in conflict with the constitution and laws of this state for carrying on the business, objectives, and affairs of the Board and of the District.

WHEREAS, the Board has determined it is in the best interest of the residents of the District to revise the Code of Conduct, with the following amendment/clarification:

- Written comments timely provided to the District Manager will only be read by the District Manager for residents who are unable to attend the meeting in person.

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

That the amended Code of Conduct, 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 19<sup>th</sup> day of April, 2022, 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**

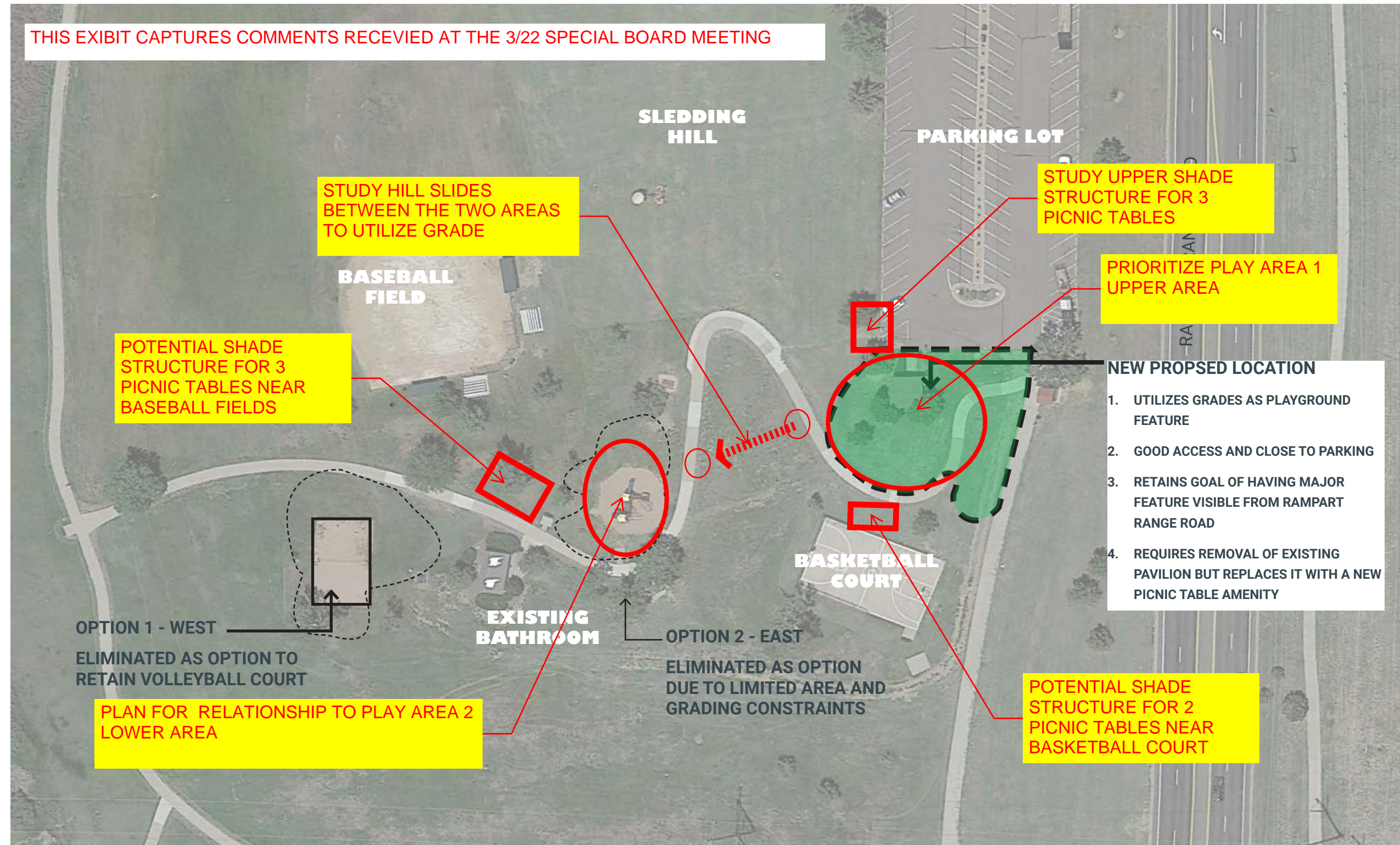
# Roxborough Village

COMMUNITY PARK PLAYGROUND

APRIL 19, 2022

LIVABLE  
CITIESTUDIO

# PREVIOUS PLAYGROUND LOCATION STUDY REVIEWED AT 3/22/22 SPECIAL BOARD MEETING







**1** SWINGS (ages 5-12)



**2** LARGE PLAY STRUCTURE (ages 5-12)



**3** SIDEWAYS TREE CLIMBER (all ages)



**4** STEPPING ROUNDS (all ages)



**5** TIMBER STACKS (ages 5-12)



**6** LOG TUNNEL (all ages)

**CONCEPT 1 | CONSIDERATIONS**

1. Creates welcoming entry from parking lot with stairs and shade structure/picnic tables
2. Upper shade structure does not require walls or structural support to address grade changes
3. Lower shade/picnic area oriented toward baseball fields
4. Does not include slide in Lower Play Area



**7** 2 FOOT SLIDE (ages infant / toddlers)



**8** BRIDGE CROSSING (all ages)



**9** LOG TANGLE (ages 2-5)



**10** LOG PARK BENCH



**11** CONCRETE EMBANKMENT SLIDE (age varies depending on slope)





**1** SWINGS (ages 5-12)



**2** LARGE PLAY STRUCTURE (ages 5-12)



**3** SIDEWAYS TREE CLIMBER (all ages)



**4** STEPPING ROUNDS (all ages)



**5** TIMBER STACKS (ages 5-12)



**6** LOG TUNNEL (all ages)

**CONCEPT21 | CONSIDERATIONS**

1. Creates welcoming entry capturing views at southwest corner of parking lot
2. Upper shade structure will require walls or structural support to address grade changes
3. Lower shade/picnic area oriented toward Preble's Pond
4. Small slide included in Lower Play Area



**7** 2 FOOT SLIDE (ages infant / toddlers)



**8** BRIDGE CROSSING (all ages)



**9** LOG TANGLE (ages 2-5)



**10** LOG PARK BENCH



**11** CONCRETE EMBANKMENT SLIDE (age varies depending on slope)





## Roxborough Metro District Disc Golf Project - Design Phase Agreement

This document exists to acknowledge the commencement of the Design Phase of the disc golf project at Roxborough Park. It outlines the expectations and responsibilities of both parties, Scott Snow (referred to as SS) and the Roxborough Metro District (referred to as the RMD).

Upon execution of this agreement by both parties and submission of the course design fee by the RMD to SS, we will move forward with the Design Phase of an 18 hole course (two overlapping 9 hole layouts) to be completed in an initial 9 hole installation phase and followed by a subsequent 9 hole installation phase, as requested by the RMD. This design will consist of one tee location and two target locations per hole, totaling 18 playable holes.

As this is a multi-use space, the design will highly prioritize the safety of both the disc golf participant as well as the other park user. It will be the responsibility of the Roxborough Metro District to approve of and bear responsibility for these safety measures. If there should be any concerns, SS and the RMD will discuss and determine a solution.

All disc golf holes will respect and avoid the space inhabited by other park activities and installed equipment including sidewalks, skatepark, tennis courts, basketball court, and softball field. The RMD has requested to avoid the natural habitat and utilize the developed park land as much as possible. Some holes may play through the power line easement but will not consist of permanently installed tees or targets within the easement.

SS estimates a design to be prepared within 30 days of document execution and payment receipt. The design will include a course map, notes for each hole, marked tee and target locations, and a final walkthrough with the RMD to evaluate and approve.

Payment for the 18 hole design (\$300x18 - \$5400) may be submitted up front in full, or 50% up front and 50% upon design completion. A check is preferred and may be addressed to Scott Snow. The RMD may appeal to SS if another form of payment is necessary.

\_\_\_\_\_  
(Roxborough Metro District representative)

\_\_\_\_\_  
(Scott Snow)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

# INVOICE

Scott Snow

423.779.8876

dscottsnow@gmail.com

864 Road P69

Bailey, CO 80421

Attention: Roxborough Metro District c/o Shauna D'Amato

Date: April 2, 2022

Project Title: Roxborough Park Disc Golf Course

Project Description: Design Phase

Invoice Number: 04022022

Description	Quantity	Unit Price	Cost
Disc Golf Course Design	18	\$300.00	\$5,400.00
Digital Course Map	1	Included	\$0.00
Course Marking	18	Included	\$0.00
Total			<b>\$5,400.00</b>

The total amount due may be split into two payments - 50% to initiate the Design Phase and 50% upon completion. Or you may submit the entire amount up front if you prefer.

Submit check to the name and address above. Let me know if another method of payment is preferred.

I look forward to working with you to bring disc golf to the Roxborough community.

Thanks,  
Scott Snow

**Action Items:**

None.

**Environmental Committee Notes****Greenhouse:**

Waiting on building permit from Douglas County Building Department. The (hopefully) last of their requested materials has been sent to them.

**Smooth Brome Reduction:**

The field south of Tadpole Pond was over-seeded in March. We'll be periodically monitoring to check on germination.

**Seed Collection:**

Since the greenhouse likely won't be up and running until late 2022, seed collection will continue next year to ensure we have fresh seed. Thus far, we have collected some seeds from over 100 species.

**Crystal Lake Trees:**

We only ended up planting nine trees by Crystal Lake due to a last minute homeowner request. The tenth tree was used to replace the dead Limber Pine Metco was slated to replace on Waterton Rd.



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

April 14, 2022

SENT VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

John and Jennifer Norris  
7240 Red Mesa Court  
Littleton, Colorado 80125

Re: Encroachment into a District owned open space adjacent to Red Mesa Drive

Dear Mr. and Mrs. Norris:

As you will recall, our Firm serves as District Legal Counsel for Roxborough Village Metropolitan District, (the “District”) the owner of the open space parcels adjacent to Red Mesa Drive and accessing the hogback area within the District.

Thank you for your response to my letter dated February 3, 2022. I want to first clarify that I do not represent Douglas County but instead Roxborough Village Metropolitan District. Your letter was written as though you were addressing Douglas County and the District is a distinct legal entity from the County. The District is a quasi-municipal corporation and political subdivision of the state of Colorado. The District falls under Title 32 of the Colorado Revised Statutes and is a special district that levies property taxes on residents within the District in order to fund District services. Such services include parks and recreation, street improvements, safety protection and mosquito control.

The District owns certain parcels of land, and in other cases, maintains certain parcels of land owned by various HOA’s within the District boundaries. The parcel of land that I wrote to you about is owned by the District and also maintained by the District, although for that specific parcel the maintenance plan is essentially to leave it in a native state and keep existing trails clear for use. You should think of the District owned land as you would think of land owned by your neighbor or yourself—you need permission to undertake any activity (including mulching) on such land. The District has Rules and Regulations in place to govern use of its land as I wrote to you previously.

The District's policy is as follows:

Encroachments onto property maintained by the District is prohibited. These areas must be free of obstructions to permit snow removal, grass mowing, to promote public safety, and to maintain a uniform appearance of the open space.

The District also has Rules and Regulations that state that it is unlawful for any person "to construct, place, or maintain any kind of road, trail, structure, sign, fence, marker, enclosure, communication equipment or other improvement within any Parks or Open Space without written approval from the District Manager."

Any concerns you have about maintenance on District land, or any request you may have for the District to take action on its lands, must be addressed to the Board either through its Manager, Clifton Larson Allen (attention Anna Jones), or to the Board directly at a meeting. The Board regularly meets on the 3<sup>rd</sup> Tuesday of every month, either in person or currently often virtually. Information about meeting attendance and timing, etc. can be found on the District website, <https://www.roxboroughmetrodistrict.org/>.

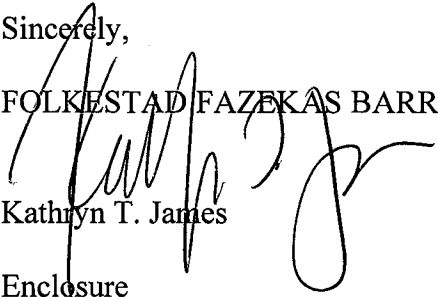
I reviewed your letter with the Board at our March 15 meeting and the Board indicated that they are aware that the fence is in disrepair in some spots. The District landscape contractor regularly checks the fence and repairs it and we noted your current concern for the contractor. The Board believes this parcel of land is in good shape otherwise and does not intend to mulch the trail.

In regard to your concern about the confrontation with another resident, please always call the Douglas County Sheriff any time you have safety concerns on District property. The District itself does not have a law enforcement component and the Sheriff's office is the place to report any such activity.

If you have any other questions, please contact me at (303) 688-3045 or the District Manager, Anna Jones, at (303)793-1478, or feel free to attend any regular meeting of the Board to express questions or concerns. Thank you.

Sincerely,

FOLKESTAD FAZEKAS BARRICK & PATOILE, P.C.

  
Kathryn T. James

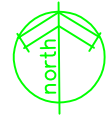
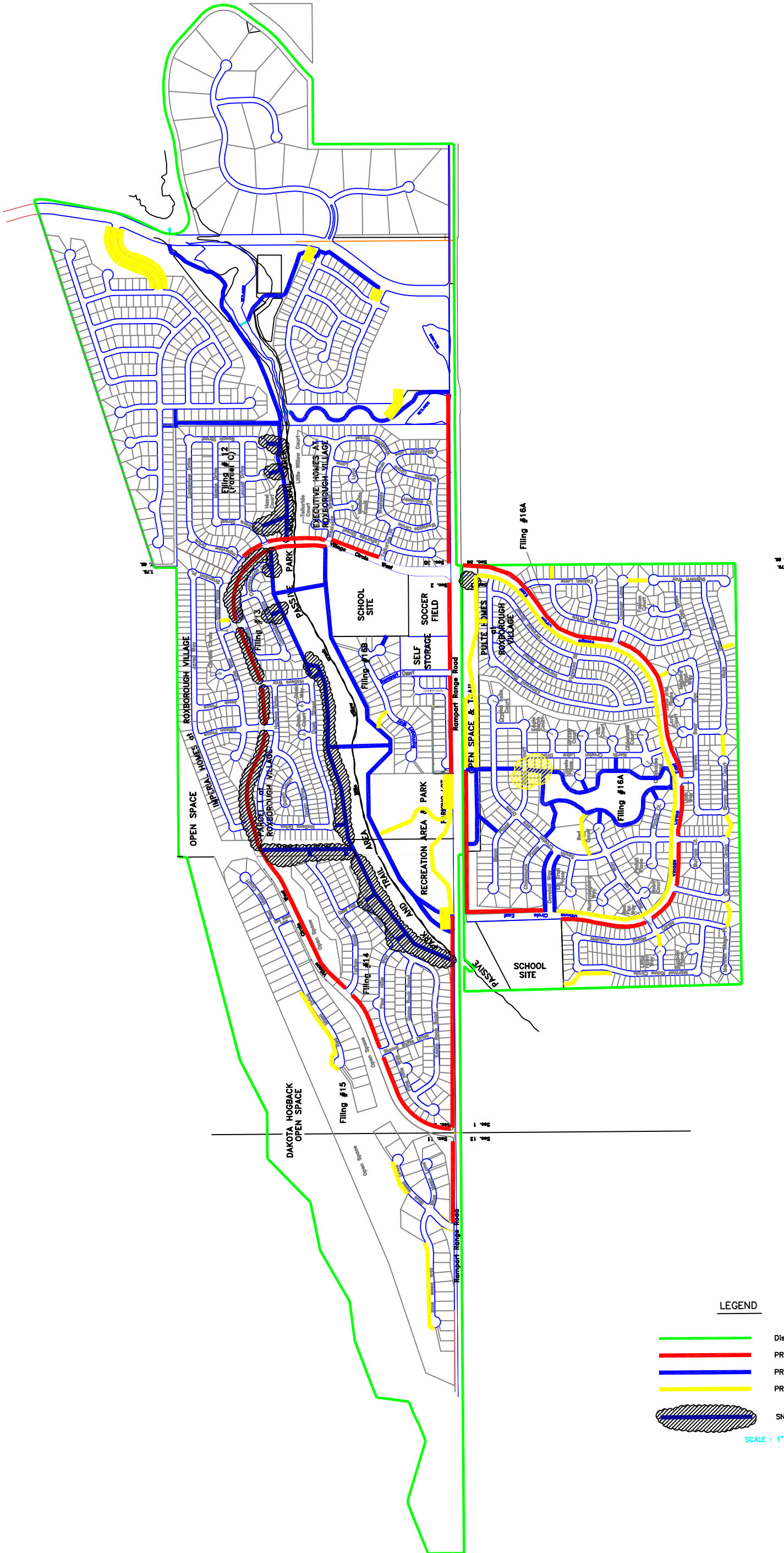
Enclosure

cc: Anna Jones, District Manager  
Scott Barnett



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

# Roxborough Village Metropolitan District SNOW REMOVAL EXHIBIT



### LEGEND

- District Boundary
- PRIORITY 1 SIDEWALK SNOW REMOVAL LIMITS
- PRIORITY 2 SIDEWALK SNOW REMOVAL LIMITS
- PROPOSED ADDITIONAL SNOW REMOVAL AREAS BY EPHRAM GLASS
- SNOW REMOVAL CONTRACTOR TO HAND DISTRIBUTE DE-ICER AS NEEDED

SCALE : 1" = 1000'



# WESTERN STATES RECLAMATION, INC.

3756 Imperial Street • Frederick, Colorado 80516  
(303) 833-1986 • (303) 833-4447 - Fax

<b>To:</b> Mulhern MRE	<b>Contact:</b> Scott Barnett
<b>Address:</b> 2 INVERNESS DRIVE EAST, SUITE 200 Englewood, CO 80112	<b>Phone:</b> 303.649.9857
	<b>Fax:</b> 303.414.0671
<b>Project Name:</b> Roxborough Village 2022 - (500-LF)	<b>Bid Number:</b> R5050
<b>Project Location:</b> Littleton, CO	<b>Bid Date:</b> 4/14/2022

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
01	Mobilization	1.00	EACH	\$8,965.00	\$8,965.00
02	Bank Preparation: Boulder Adjustments, Remove Fabric & Fill Voids With Aggregate	500.00	LF	\$65.00	\$32,500.00
03	Backfill Placement (Bank Cut Soil, Amended Topsoil & Aggregate)	500.00	LF	\$29.50	\$14,750.00
04	Wetland Sod Mat #2 (16.2'L X 3.2'W /Mat)	1,607.00	SF	\$10.65	\$17,114.55
05	Plug Plantings (10ci) (3' O.C.) (Bank Plantings)	310.00	EACH	\$5.00	\$1,550.00
06	Willow Cuttings (4' O.C)	28.00	EACH	\$9.50	\$266.00
07	Plug Plantings (10ci) (Water Edge)	167.00	EACH	\$6.00	\$1,002.00
08	Erosion Control Blanket [Bio. Single Net Straw (6" EcoStakes)]	834.00	SY	\$3.65	\$3,044.10
09	Riparian Seeding	0.08	ACRE	\$4,830.00	\$386.40
10	Native Seed Restoration (Upper Bank And Staging) [Till] [Fine Grade] [Hydro Mulch (2500#/Acre)] [Richlawn 8-2 -4 (800#/Acre)]	0.50	ACRE	\$15,650.00	\$7,825.00

**Total Bid Price: \$87,403.05**

### Notes:

- This bid is good for thirty (30) days from the bid date set forth above.
- This bid does not include a performance or payment bond. Add 1.5% for bond. Minimum of \$250.00 charge.
- WSRI was not provided with any warranty or guarantee information on this project. Therefore, other than generally accepted workmanship standards, none is expressed or implied.
- This bid is based on the attached scope of work; quantities of work beyond estimated contract amounts will be billed at the bid unit price.
- This is a complete bid and shall not be broken apart without contacting WSRI.
- This is a budget estimate for approximately 500 LF of bank restoration work. Once a full plan and approach is provided to WSRI will finalize pricing.
- This bid does not include maintenance of any kind (ie. supplemental watering or weed control).
- \*Wetland sod would not be available until Sept 2022.
- Supplemental watering by others would be required for establishment of plants and seed.
- These stipulations, conditions, and clarifications will be considered a part of the contract that is entered into by WSRI.

### Payment Terms:

Payment net: 30 days. Interest will be charged on delinquent payments at the rate of 1.5% per month.

<p><b>ACCEPTED:</b></p> <p>The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p><b>Buyer:</b> _____</p> <p><b>Signature:</b> _____</p> <p><b>Date of Acceptance:</b> _____</p>	<p><b>CONFIRMED:</b></p> <p><b>Western States Reclamation, Inc.</b></p> <p><b>Authorized Signature:</b> _____</p> <p><b>Estimator:</b> Joe Schneider 303-833-8840 jschneider@wsreclamation.com</p>
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**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE ROXBOROUGH VILLAGE METROPOLITAN DISTRICT  
AND THE DOUGLAS COUNTY SCHOOL DISTRICT**

**THIS INTERGOVERNMENTAL AGREEMENT** (the “Agreement”) is by and between the Roxborough Village Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (“RVMD”), and the Douglas County School District RE-1 (“DCSD”), hereinafter referred to jointly as the Parties (“Parties”); and

**WHEREAS**, pursuant to the provisions of Article XIV, Section 18(2)(a) of the Colorado Constitution, and section 29-1-203, C.R.S., there is established a means whereby governmental units may cooperate or contract with one another to make the most efficient and effective use of their powers and responsibilities; and

**WHEREAS**, each party wishes to participate in the operation of a greenhouse that can mutually benefit the students of the DCSD and the residents of the RVMD by providing experience and instruction to students relative to growing plants and trees and to produce plants and trees for planting within RVMD boundaries.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein and the recitals as set forth above, the Parties hereby agree as follows:

1. **Subject Matter of Agreement**: This Agreement sets forth the agreements and understandings of the Parties associated with the greenhouse including its location, construction, maintenance, access and use by DCSD students and RVMD staff.
2. **Exchange of Consideration**. Each of the Parties agree to the following exchanges of consideration under this Agreement:
  - a. RVMD has paid, or will pay, for all permitting costs related to the construction of greenhouse on DCSD property and shall incur all expenses related to the construction of the greenhouse.
  - b. DCSD will provide a license to RVMD pursuant to this Agreement to allow for RVMD’s construction of greenhouse on DCSD property.
  - c. RVMD shall provide both labor and pay for all expenses related to the maintenance of the greenhouse and for any other greenhouse needs.
  - d. The greenhouse will require regular irrigation. RVMD will provide funds to install any irrigation waterlines necessary and funds for the separate meter to be installed for monitoring greenhouse water usage. The meter will separately track greenhouse water that will be billed to DCSD for the greenhouse share of water service fees. Costs for greenhouse water billed to DCSD for irrigation of greenhouse plants and other uses related to the greenhouse will be billed by

DCSD to RVMD on a quarterly basis. RVMD shall remit payment to DCSD within 90 days thereafter.

- e. RVMD will provide actual growing services and DCSD may add assistance of volunteers at the direction of RVMD.
3. **Location of the Greenhouse.** The greenhouse shall be located on property of DCSD located at 7370 Village Circle East, Littleton, CO 80125, also known as the Roxborough Intermediate School property. The location of the greenhouse on this property shall be at 39°28'07.5"N 105°04'18.6"W and as identified in **Attachment A**.
4. **Permitting for and Construction of the Greenhouse.** RVMD shall apply and pay for any and all permits required related to the construction of a greenhouse consistent with this Agreement on the property of DCSD. RVMD will arrange for the construction of the greenhouse by engaging the manufacturer and any necessary contractors. RVMD will contract directly for the manufacturing and construction of the greenhouse, and RVMD will retain ownership. The greenhouse shall be a Riga XL Greenhouse manufactured by HOKLARTHERM and shall otherwise be certified as compliant with the International Building Code as identified in **Attachment B** and shall also meet accessibility requirements under Title II of the Americans with Disabilities Act and Section 504 of the Rehabilitation Act.
5. **License for RVMD Access.** DCSD hereby grants a license to RVMD for access in, to, and over the real property described in **Attachment A** hereto, for purposes of installation, maintenance, and access to the greenhouse throughout the term of this Agreement. Such license is subject to certain conditions and agreements as follows:
  - a. RVMD and its consultants, agents, and/or contractors who come onto DCSD property for access to and use of the greenhouse shall comply with DCSD's Superintendent File Policy KFAA, Public Conduct on School Property, attached to this Agreement as **Attachment C**.
  - b. Any RVMD consultant, agent or contractor who regularly come onto Roxborough Intermediate School property for work related to the greenhouse, shall acquire approval of regular days and times for their work by the Roxborough Intermediate School principal or designee.
  - c. RVMD shall conduct at its own expense a consumer report, including a criminal background check, for each consultant, agent or contractor anticipated to work in the presence of DCSD students and/or working on, or reasonably likely to work on, DCSD property and the greenhouse. DCSD shall be provided with certification that this has been completed before RVMD consultants, agents or contractors are allowed on DCSD property and the greenhouse. DVMD employees, agents or contractors who have been convicted of, pled nolo contendere to, or received a deferred sentence or deferred prosecution for a



felony, or a misdemeanor crime involving unlawful sexual behavior or unlawful behavior involving children, will not be allowed to work on DCSD property.

6. **Ownership of Greenhouse.** RVMD shall be the owner of the greenhouse, plants, and related infrastructure. Upon termination of this Agreement, RVMD shall remove the greenhouse, plants, and related infrastructure, within 90 days after the termination, at RVMD's expense. Prior to removal, if RVMD intends to sell or destroy the greenhouse, RVMD shall give DCSD first right of refusal to purchase the greenhouse.
7. **Maintenance of Greenhouse.** RVMD shall provide maintenance, including both labor and expense, for any greenhouse needs. DCSD may provide volunteer assistance at RVMD's direction.
8. **Entry on to DCSD Property.** RVMD will provide 24-hour advance notice when any representative, consultant, agent or contractor of RVMD enters DCSD property for greenhouse purposes except in the case of an emergency, i.e., risk of damage to the greenhouse and other property of RVMD.
9. **Insurance.**

Commencing on the Effective Date and throughout the term of this Agreement, RVMD shall maintain insurance policies in the amounts and types described below (the "Insurance"), at its own expense, and shall provide DCSD with evidence thereof in the form of a certificate of insurance within fifteen (15) days of the Effective Date of this Agreement. The Insurance shall be issued by companies that have a rating of A-, Class VII or better in the most recently published edition of Best's Reports.

- a. **Commercial General Liability Insurance** – RVMD and DCSD shall procure and maintain commercial general liability insurance and, if necessary, commercial umbrella insurance, with a limit of not less than \$1,000,000 per each occurrence/\$2,000,000 aggregate. This insurance shall have a products-completed operations aggregate limit of at least two times the "each occurrence" limit. All insurance shall cover liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and contain separation of insured (cross liability) condition. These insurance policies shall name the other party to this Agreement, their officers, directors, employees, and agents, as additional insureds and shall provide for written notice to each other before cancellation or non-renewal of such insurance.
- b. **Automobile Liability Insurance** – Any RVMD consultant, agent or contractor who regularly comes onto DCSD property related to this Agreement shall procure and maintain comprehensive automobile liability insurance for owned, hired, and non-owned vehicles, including coverage for all power mobile equipment used on DCSD property, with a combined single limit of \$100,000/person and \$300,000 per occurrence.

- c. Commercial Property Insurance -- As owner of the greenhouse, RVMD shall procure and maintain commercial property insurance to insure against damage to their building and contents due to a covered loss.
- d. Umbrella/Excess Insurance – RVMD shall maintain an Excess/Umbrella insurance policy providing coverage excess of comprehensive general liability and automobile liability in an amount not less than \$2,000,000 per each occurrence/\$4,000,000 aggregate. DCSD, its officers, directors, board of education and employees shall be named as additional insureds and RVMD waives all claims of subrogation against DCSD.

10. **Term and Termination of this Agreement.** The effective date of this Agreement shall be the date of signing by the Parties (the “Effective Date”) and shall continue until terminated otherwise provided herein. The term of this Agreement is one (1) year from the date hereof (“Initial Term”). This Agreement shall be reviewed each calendar year (in October thereafter). After the Initial Term, either Party may elect not to renew this Agreement and terminate the same by providing written notice of termination to the other Party within thirty (30) days of the renewal date for the next year. If this Agreement is not terminated pursuant to the terms of this paragraph, then renewal shall be automatic for the next year.

Both Parties agree to meet in October of each year for the purpose of reviewing the previous term's usage to consider any problems or conflicts arising out of the shared use plan and to schedule usage for the coming year. Both Parties agree to work together to resolve any conflicts in an expeditious manner.

11. **Notice.** All notices must be in writing and (a) delivered personally; or (b) sent by United States certified mail, postage prepaid, return receipt requested (“US Mail”); or (c) placed in the custody of a nationally recognized overnight carrier for next day delivery (“Carrier”), all notices will be deemed effective (i) upon receipt, if delivered personally, (ii) 4 days after deposit, if sent by US Mail, and (iii) the next business day after deposit with a Carrier during business hours of a business day. All notices shall be delivered to the following addresses, or such other addresses as are provided by either party to the other in accordance with this section:

RVMD: Roxborough Village Metropolitan District  
8390 E. Crescent Parkway, Suite 500  
Greenwood Village, CO 80111-2814  
Attn.: Anna Jones, District Manager

With copy to: Folkestad Fazekas Barrick & Patoile, P.C  
18 S. Wilcox Street, Suite 200  
Castle Rock, CO 80104  
Attn: Kathryn T. James, Legal Counsel

DCSD: Douglas County School District  
701 Prairie Hawk Drive  
Castle Rock, Colorado 80109  
Attn.: Strategic Sourcing and Contract Management

Principal, Roxborough Intermediate School  
7370 Village Circle East  
Littleton, CO 80125

With copy to: DCSD General Counsel  
620 Wilcox Street  
Castle Rock, CO 80104

12. **Applicable Law.** The Parties agree to comply with applicable federal, state and local statutes, charter provisions, ordinances, rules, regulations and standards as are in effect at the time this Agreement is executed. Any disputes arising under this Agreement shall be resolved in Douglas County District Court in the State of Colorado.
13. **Non Waiver.** The Parties shall not be excused from complying with any provisions of this Agreement by failure of any party to insist upon or seek compliance with such provisions.
14. **Appropriation of Funds.** In accord with the Colorado Constitution, Article X, Section 20, and section 29-1-110, C.R.S., performance of the District's obligations or the County's obligations under this Agreement that are payable after the current fiscal year are expressly subject to appropriation and availability of funds for that purpose on an annual basis.
15. **No Third Party Beneficiaries.** It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to RVMD and DCSD, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the parties that any person other than RVMD or DCSD receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.
16. **Assignability.** No party hereto shall assign its rights or delegate its duties hereunder without the prior written consent of the other party.
17. **Headings for Convenience.** Headings and titles contained herein are intended for the convenience and reference of the Parties only and are not intended to combine, limit, or describe the scope or intent of any provision of this Agreement.
18. **Governmental Immunity.** The Parties hereto understand and agree that DCSD its commissioners, officials, agents and/or employees, and RVMD, its Manager, officers,

directors, agents and consultants are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to DCSD and/or RVMD.

19. **Entire Agreement.** This Agreement constitutes the entire Agreement of the Parties hereto. The Parties agree that there have been no representations made other than those contained herein, that this Agreement constitutes the entire Agreement, and further agree that the various promises and covenants contained herein are mutually agreed upon and are in consideration for one another.
20. **Enforcement.** The Parties agree that this Agreement may be enforced in law or in equity for specific performance, injunctive, or other appropriate relief, including damages, as may be available according to the laws and statutes of the State of Colorado. It is specifically understood that, by executing this Agreement, each party commits itself to perform pursuant to these terms contained herein, and that any breach hereof which results in any recoverable damages shall not cause the termination of any obligations created by this Agreement unless such termination is declared by the party not in breach hereof.
21. **Counterparts.** 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.
22. **Execution.** This Agreement is expressly subject to, and shall not be or become effective or binding on the Parties, until execution by all signatories of the Parties.

**[SPACE BELOW INTENTIONALLY LEFT BLANK]**

**THEREFORE, IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement the day and year written below.

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

**By:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**ATTEST:**

**By:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

**THE DOUGLAS COUNTY SCHOOL DISTRICT RE-1,**

**By:** \_\_\_\_\_  
**Name:** Mike Peterson, Board President **Title:** Board President \_\_\_\_\_  
\_\_\_\_\_  
**Date:** \_\_\_\_\_

**ATTEST:**

**By:** \_\_\_\_\_  
**Name:** Becky Myers \_\_\_\_\_  
**Title:** Board Secretary \_\_\_\_\_

**DRAFT**



Villa

Village Cir E

Village Cir E

Village Cir E

Village Cir E





Mr. R. Andrew Cook  
Exaco Trading Co.  
10203 Metropolitan Drive  
Austin, TX 78758-4944  
<http://www.exaco.com>

April 27, 2016

**Structural Certification Letter**

Riga XL Greenhouse  
Manufactured by HOKLARTHERR in Germany

Hollingsworth Pack has performed a structural analysis of the Riga XL Greenhouse to determine compliance with the International Building Code, which has been adopted by State and Local governments across all U.S. States and Territories, except for New York. The Riga XL is a pre-fabricated aluminum greenhouse covered with polycarbonate wall panels. A photograph of the greenhouse, and a rendering of our structural model can be found in the appendix of this letter.

3801 S Congress Ave, Ste 110  
Austin, Texas 78704  
t +1 (512) 275 6060

Based upon our analysis, we have concluded that the Riga XL Greenhouse as currently installed by Exaco Trading Co. is adequate to support the following loads per the 2015 International Building Code:

Wind Load: 120 MPH 3-second gusts  
Snow Load: 30 PSF ground-snow load

Our structural analysis and conclusions assume that the Riga XL greenhouse is installed per the assembly manual provided by Exaco Trading Co. with a continuous foundation profile embedded into soil full-height around the perimeter of the greenhouse.

If you have any questions regarding the matters addressed, or if additional information is required, please do not hesitate to contact us. We appreciate the opportunity to be of service.

Respectfully Submitted,  
Hollingsworth Pack



Chris A. Hewitt, PE, SE  
Associate Partner



CHE 2017.11.08

**hollingsworth pack** ▀ **austin**

3801 s congress ave, ste 110  
austin, texas 78704  
t +1 (512) 275 6060

**A. Photograph of Assembled Riga XL Greenhouse**









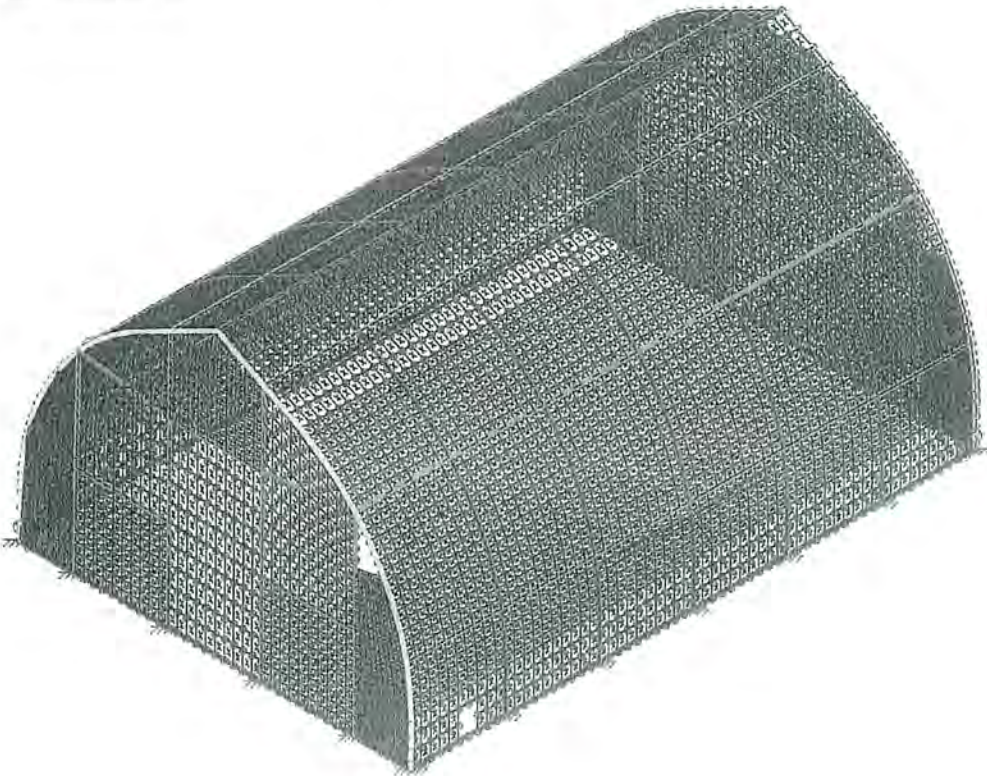


**hollingsworth pack | austin**

3801 s congress ave, ste 110  
austin, texas 78704  
t+1 (512) 275 6060

**B. Hollingsworth Pack finite element model of Riga XL Greenhouse**

-  Floor profile
-  Vertical and Horiz end profiles
-  Curved middle profiles
-  Curved corner profiles
-  Roof Beam + reinforcing profile
-  lateral straps



*Superintendent File: KFAA*

**PUBLIC CONDUCT ON SCHOOL PROPERTY**

Douglas County School District welcomes students, parents and the public to visit and use school grounds and facilities when such visitation or use does not interfere with educational, co-curricular or extracurricular use. Persons using or upon School District property for any purpose shall not engage in:

1. Any conduct that obstructs, disrupts or interferes with or threatens to obstruct, disrupt or interfere with teaching, research, service, administrative or disciplinary functions, or any activity sponsored or approved by the School District.
2. Coarse and obviously offensive utterances, gestures or displays and the utterance, gesture or display tends to incite an immediate breach of peace, or engage in activities that make unreasonable noise which disrupts the educational process.
3. Public demonstrations and leafleting by any person in the school building or on school property during the school day without the permission of the building administrator. The school day shall include the 30 minutes before school as students are arriving and 30 minutes after dismissal while students are leaving the school, or during any school-sponsored activity. Participants in such demonstrations without permission shall be asked to leave the school property.
4. Physical abuse of or threats of harm to any person on School District owned or controlled property, or at School District sponsored or supervised functions.
5. Damage to property of the School District, or engaging in activity that may cause damage to property of the School District.
6. Entering or remaining on school property during hours of closure without authorization. Hours of closure are 10:00 p.m. to 5:00 a.m., unless otherwise posted. Use of playgrounds, fields, tracks or recreational equipment during the school day or within 30 minutes prior to the start of school or 30 minutes after the dismissal of school without authorization of the principal or designee.
7. Unauthorized entry of school or District facilities and/or grounds, including failure to follow visitor check-in procedures, or unauthorized use of facilities or grounds in violation of Administrative Policy KF Community Use of School Facilities and KF-R-1 Community Use of School Facilities Administrative Procedures and Regulations.
8. Unlawful use, possession, distribution or sale of illegal drugs and other controlled or other illegal substances on School District property, at school sponsored functions, on any School District bus transporting students.

9. Consumption of, being under the influence of, or impaired by alcohol or illicit drugs while in or on a District property or premises, or while attending any District sponsored event or activity.
10. Any use of tobacco products.
11. Violation of parking requirements, restrictions or regulations.
12. Operation or use of motorized vehicles on any location other than designated parking lots or roadways, except as specifically authorized by the superintendent, principal, chief security officer, or designee. Operation or use of unlicensed motorized vehicles on any School District property except as specifically authorized by the superintendent, principal, chief security officer, or designee.
13. Bringing animals onto school property with the exception of guide or assistance dogs, or except as specifically authorized by the building principal or other school official.
14. Open or concealed possession of a dangerous or deadly weapon, as defined in state law, on school property or in school buildings or vehicles unless the person falls within one of the exceptions below:
  - a. He/she is a peace officer certified in the state of Colorado.
  - b. He/she is carrying out duties for the School District which require the possession of a deadly weapon as specifically authorized by the Superintendent or designee.
  - c. He/she is participating in an authorized extracurricular activity or team involving the use of firearms, as approved by the School District.
  - d. He/she has possession of the weapon for use in an approved educational program which includes, but is not limited to, any course designed for the repair and maintenance of weapons, as approved by the School District.
  - e. He/she is presenting an authorized public demonstration for the school or an organized class, as approved by the School District.
15. Any conduct constituting a violation of any federal or state law, local ordinance or duly adopted policy and/or regulation of the District.

Any person considered by the Superintendent or his designee to be in violation of this policy shall be denied entry or instructed to leave the property or event of the School District. In addition, persons in violation of this policy may be subject to criminal or civil penalties.

Adopted: October 22, 2007  
Revised: May 22, 2014

LEGAL REFS.:  
C.R.S. 18-1-901  
C.R.S. 18-9-106

C.R.S. 18-9-108 through 110  
C.R.S. 18-9-117  
C.R.S. 18-12-105.5  
C.R.S. 18-12-214 (3) (b) C.R.S. 18-18-405  
C.R.S. 18-18-407 (2)  
C.R.S. 24-15-103.5

CROSS REFS.:

GBEB – Staff Conduct  
GBEC - Drug-Free Workplace  
JICH - Drug and Alcohol Use by Students  
JICI - Weapons in School  
KI - Visitors to Schools  
ADC - Tobacco Free Schools