

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT

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

NOTICE OF REGULAR BOARD MEETING AND AGENDA

DATE: June 21, 2022

TIME: 6:00 p.m.

LOCATION: Douglas County Library - Roxborough
8357 N. Rampart Range Rd. #200
Littleton, CO 80125

ACCESS: Join the meeting via Zoom:

URL:

<https://us02web.zoom.us/j/82674494486?pwd=eUtoYTB6M1grYzI2bU9MNDZlZQlk0QT09>

Call: 346-248-7799

Meeting ID: 826 7449 4486

Passcode: 073040

<u>Board of Directors</u>	<u>Office</u>	<u>Term Expires</u>
Mathew Hart	President	May, 2025
Ephram Glass	Vice President	May, 2023
Mark Rubic	Treasurer	May, 2025
Travis Jensen	Secretary	May, 2025
Calvin Brown	Assistant Secretary	May, 2023

I. ADMINISTRATIVE MATTERS

- A. Call to Order
- B. Declaration of Quorum / Director Qualifications / Disclosure Matters
- C. Approve Agenda (10 minutes)
- D. 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.)

II. 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 May 17, 2022 Special Meeting Minutes and June 1, 2022 Special Meeting Minutes (enclosure).
- B. Review and Consider Approval of Current Claims, Approve Transfer of Funds, and Ratify Payment of Autopay Claims and Ratify Approval of Previous Claims (enclosure).
- C. Metco Landscape Inc. Monthly Report (enclosure).
- D. 2022 Priority Projects List (enclosure).
- E. Ratify Approval of Bailey Tree Proposal for Brush Chipping & Hauling in the amount of \$2,200.00 (enclosure).
- F. Review and Consider Approval of Resolution Rescinding Agreement with Western States Reclamation, Inc. for Pond Stabilization Work (enclosure).
- G. Review and Consider Approval of Resolution Rescinding Agreement with EcoResource Solutions, Inc. for 2022 Annual Pond Management and PondHawk Solar Aeration System (enclosure).

III. 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.)

IV. ACTION ITEMS (30 minutes)

- A. Review and Consider Approval of Proposals for Chatfield Farms Park Swale Enhancement (enclosure).
- B. Update on Chatfield Farms 1A Detention Pond Draining.
- C. Review and Consider Approval of Chavez Services Change Order No. 1 Summary for Phase 3 Trail Repairs (enclosure).
- D. Discuss and Determine Priority of Northside of Spillway.
- E. Review and Consider Approval of Resolution Approving an Application and Revocable Park Use Permit for Adult Sports for 2022 (enclosure).
- F. Review and Consider Approval of Resolution Approving an Application and Revocable Park Use Permit for Youth Sports for 2022 (enclosure).

- G. Review and Consider Approval of Resolution Amending Rules and Regulations (enclosure).
- H. Review Updated Chavez Services LLC Proposal for Greenhouse Foundation (enclosure).
- I. Review and Consider Approval of Resolution Approving Intergovernmental Agreement between the District and the Douglas County School District and First Amendment to Intergovernmental Agreement between the District and the Douglas County School District (enclosure).
- J. Discuss Playground Repairs.
- K. Discuss Annual Roxborough Music Festival (enclosure).
- L. Review and Consider Amendments to Code of Conduct (enclosure).
- M. Review and Consider Approval of Amendments to Colorado Open Records Act Policy (enclosure).
- N. Review and Consider Approval of Miscellaneous District Procedures (enclosure).
- O. Review and Consider Approval of Public Financial Disclosure (enclosure).

V. DIRECTOR MATTERS (10 minutes)

- A. Environmental Committee Update (enclosure).
- B. Chatfield Farms Electricity Box (enclosure).
- C. Discuss Digital Collaboration Platform.
- D. Discuss Board Representation/Attendance of One Roxborough Meetings.
- E. Other.

VI. MANAGER MATTERS (20 minutes)

- A. Discuss Process of Signage Replacement.
- B. Update on Tree Inventory and Discuss Next Steps for Comprehensive Tree Planning (enclosure).
- C. Other.

VII. 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. Discuss Chatfield Farms Estates Irrigation Water Service Agreement (enclosure).
- C. Update regarding Site Improvement Plan Referral (enclosure).
- D. Discuss Background Check Requirements.
- E. Other.

VIII. ENGINEERING MATTERS (5 minutes)

- A. Resident Request for Easement Access (enclosure)
- B. Update regarding Mainline Repair.
- C. Other.

IX. LANDSCAPING MATTERS (10 minutes)

- A. Other.

X. OTHER BUSINESS (5 minutes)

- A. Confirm Quorum and Location for July 21, 2022 Regular Meeting

XI. 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:

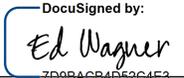
By: 
7D9BACB4D52G4E3...
Edward Wagner, Secretary

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 –2nd request.
- Request by any Board member to cease the conduct—3rd 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.

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING
OF THE BOARD OF DIRECTORS OF THE
ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
HELD
TUESDAY, MAY 17, 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, May 17, 2022 at 6:00 p.m. at Roxborough Intermediate School, 7370 Village Circle E, Littleton, Colorado, 80125 and by Zoom. The meeting was open to the public.

ATTENDANCE

In Attendance were Directors:

Mat Hart, President
Ephram Glass, Vice President
Mark Rubic, Treasurer
Travis Jensen, Secretary
Calvin Brown, Assistant Secretary (via video teleconference)

Also in Attendance were:

Anna Jones, Nic Carlson and Gina Karapetyan; CliftonLarsonAllen LLP (“CLA”)
Katie James, Esq.; Folkestad Fazekas Barrick & Patoile, P.C.
Scott Barnett; Mulhern MRE, Inc.
Bill Barr; Metco Landscape Inc.
Todd Wenskoski; Livable Cities Studio
Steven Bailey; Bailey Tree LLC
Debra and Kassandra Prysby; Residents at 7722 Kyle Way
Amy LaShell; Resident at 7714 Kyle Way
Cheryl Lorenz; Resident at 7025 Pine Hills Way
Tara Ham; Resident at 7565 Brown Bear Way
Amy and Jeff Boyce; Residents at 7412 Eagle Rock
Jamie Malone; Resident at 10029 Silvercliff Lane
Rila Belrone; Resident at 7606 Dusk Street
Robert Schmid; Resident at 7625 Dusk Street
Matthew Felix; Resident at 7977 Elmwood Street

CALL TO ORDER

The meeting was called to order at 6:15 p.m.

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

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

RECORD OF PROCEEDINGS

APPROVE AGENDA

Ms. Jones reviewed the Agenda with the Board. Following discussion, the Board requested the Approval of Current Claims, Approve Transfer of Funds, and Ratify Payment of Autopay Claims and Ratify Approval of Previous Claims, Completion of Metco Work to Move Boulders in Community Park, and 2022 Priority Projects List be removed from the Consent Agenda and added for discussion. Upon a motion duly made by Director Glass, seconded by Director Jensen and, upon vote, majority carried, the Board approved the Agenda, as amended. Director Hart abstained.

INTRODUCTIONS

The Board, consultants, and public introduced themselves.

APPOINTMENT OF OFFICERS

The Board discussed the officers. Upon a motion duly made by Director Rubic, seconded by Director Jensen and, upon vote, unanimously carried, the Board appointed Director Mat Hart to be President.

Upon a motion duly made by Director Jensen, seconded by Director Rubic and, upon vote, unanimously carried, the Board appointed Director Ephram Glass to be Vice President.

Upon a motion duly made by Director Glass, seconded by Director Hart and, upon vote, unanimously carried, the Board appointed Director Mark Rubic to be Treasurer.

Upon a motion duly made by Director Rubic, seconded by Director Glass and, upon vote, unanimously carried, the Board appointed Director Travis Jensen to be Secretary.

Upon a motion duly made by Director Rubic, seconded by Director Hart and, upon vote, unanimously carried, the Board appointed Director Calvin Brown to be Assistant Secretary.

PUBLIC COMMENT and/or GUESTS

Amy Boyce, resident, expressed concern regarding the sidewalk in the open space. She commented she would rather see more money spent on sidewalk repairs than a frisbee golf course.

Jeff Boyce, resident, expressed concerns regarding the open space and potential disc golf course, reiterating Ms. Boyce's comments.

Jamie Malone, resident, expressed concern regarding the culvert near her home. She complimented CLA and Mr. Barnett for their responsiveness to her concerns.

Cheryl Lorenz, resident, expressed concerns about the transparency of the Board and the District's future business plan.

RECORD OF PROCEEDINGS

Debra Prysby, resident, requested the Board act with the interest of the entire community in mind.

CONSENT AGENDA

April 19, 2022 Special Meeting Minutes: **Metco Landscape Inc. Monthly Report:**

Ms. Jones reviewed the amended Consent Agenda with the Board. Following discussion, upon a motion duly made by Director Glass, seconded by Director Jensen and, upon vote, majority carried, the Board approved the Consent Agenda as presented. Director Hart abstained.

FINANCIAL MATTERS

March 31, 2022 Unaudited Financial Statements: Ms. Karapetyan reviewed the Financial Statements with the Board. Following discussion, upon a motion duly made by Director Jensen, seconded by Director Glass and, upon vote, unanimously carried, the Board accepted the March 31, 2022 Unaudited Financial Statements, as presented.

Other: None.

ACTION ITEMS

Current Claims, Transfer of Funds, Payment of Autopay Claims and Previous Claims: Following review and discussion, upon a motion duly made by Director Glass, seconded by Director Rubic and, upon vote, unanimously carried, the Board approved current claims, approved the transfer of funds, ratified payment of autopay claims, and ratified approval of previous claims, as presented.

2022 Priority Project List: Director Rubic requested a more detailed report and status of items moving forward. Director Rubic also requested the list be added to the website.

Completion of Metco Work to Move Boulders in Community Park: Director Glass and Mr. Barr discussed the boulder project. The Board directed Mr. Barr to remove immediate concerns and return with a proposal for re-placement at the June Board meeting.

Metco Proposal for Chatfield Farms Park Swale Enhancement: The Board discussed the proposal for the swale enhancement with Mr. Barr. The Board directed staff to solicit bids from alternate vendors and to include Keesen in the bidding.

Metco Proposal to Clear Drainage Channel in the amount of \$10,000.00: Following discussion, upon a motion duly made by Director Rubic, seconded by Director Hart and, upon vote, unanimously carried, the Board opened public comment for this item. Director Jensen asked about annual maintenance to keep the issue in

RECORD OF PROCEEDINGS

check. Mr. Barr said after initial cleanout, Metco could recommend an annual maintenance plan.

Following discussion, upon a motion duly made by Director Rubic, seconded by Director Jensen and, upon vote, unanimously carried, the Board approved the Metco proposal to clear the drainage channel in an amount not to exceed \$10,000.00 and, should additional engineering or design work be required, work shall cease.

Additional Snow Removal Areas: This item was not discussed. The Board discussed the possibility of having a Special Meeting to focus on snow removal and landscape maintenance in various tracts.

Updated Community Park Playground Plan, Cost Estimates and Phasing: Following discussion, upon a motion duly made by Director Rubic, seconded by Director Jensen and, upon vote, majority carried, the Board tabled the Community Park playground project indefinitely. Director Brown was opposed.

DIRECTOR MATTERS

Environmental Committee: Director Glass reviewed the Environmental Committee update. Following discussion, upon a motion duly made by Director Rubic, seconded by Director Hart and, upon vote, unanimously carried, the Board approved the purchase of a greenhouse.

Chatfield Farms Electricity Box: Director Glass discussed the Chatfield Farms Electricity Box with the Board. It was noted that more information will be presented at the June meeting. No action was taken.

Tree Replacement Planting: Following discussion, Directors Glass and Rubic and Ms. Prysby will meet Bailey Tree LLC on site the following day. No action was taken.

Other: Director Glass discussed the Chatfield Farms 1A detention pond draining with the Board. He explained that the license agreement between the HOA and the District requires the District to approve the work, but no requirement for the District to pay costs for such work. Following discussion, upon a motion duly made by Director Glass, seconded by Director Rubic and, upon vote, unanimously carried, the Board approved the request from Chatfield Farms 1A, to do work on the detention pond within their tract, subject to final review by legal counsel of the relevant agreement.

RECORD OF PROCEEDINGS

MANAGER MATTERS **Discuss Signage Replacement:**
 Interpretive Signs:
 Regulatory Signs:

These items were not discussed.

Director Orientation: Following discussion, the Board directed CLA to schedule a special meeting for Director Orientation.

Other: Following discussion, upon a motion duly made by Director Brown, seconded by Director Rubic and, upon vote, unanimously carried, the Board approved the District covering the expenses and registration for the Special Districts Association conference in September.

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.

Greenhouse Intergovernmental Agreement: This item was not discussed.

Other: None.

ENGINEERING MATTERS

Irrigation Main Repair on Rampart Range Road Due to Excel Project Damage: Mr. Barnett provided an update to the Board regarding the damage and upcoming repairs to Rampart Range Road. Following discussion, upon a motion duly made by Director Jensen, seconded by Director Glass and, upon vote, majority carried, the Board ratified approval of the expenses to repair the irrigation main on Rampart Range Road and directed CLA to update the District's website with this information.

Phase One of Asphalt Trail Replacement Beginning May 20, 2022: Mr. Barnett provided an update to the Board regarding the asphalt trail replacement, noting that work is set to begin May 20, 2022 and is estimated to last approximately two weeks.

Following discussion, upon a motion duly made by Director Rubic, seconded by Director Jensen and, upon vote, unanimously carried, the Board approved Phase Two in an amount not to exceed \$69,000.00 in whichever manner is most cost effective.

Other: None.

RECORD OF PROCEEDINGS

**LANDSCAPING
MATTERS**

Other: None.

OTHER BUSINESS

Quorum for June 21, 2022 Regular Meeting: A quorum was confirmed for the June 21, 2022 Regular Meeting. The Board requested future meetings be held in person.

Following discussion, upon a motion duly made by Director Rubic, seconded by Director Jensen and, upon vote, unanimously carried, the Board tabled the disc golf course planning proposal indefinitely.

The Board directed Metco to replace the orange Little Willow Creek fencing with orange cones and directed CLA to provide a proposal at the June meeting from CDR Construction for a safer alternative.

The Board directed Metco to repair a hole in the softball field.

Following discussion, upon a motion duly made by Director Glass, seconded by Director Rubic and, upon vote, majority carried, the Board cancelled the contract with EcoResource Solutions, Inc. for pond maintenance and aeration. Director Brown was opposed. The Board instructed management and engineering to solicit additional proposals for pond management services.

Following discussion, upon a motion duly made by Director Glass, seconded by Director Rubic and, upon vote, majority carried, the Board cancelled the Crystal Lake shoreline revegetation project with Western State Reclamation. Director Brown was opposed.

The Board discussed generally their priorities. They intend to focus on deferred maintenance and safety issues around the District above any new projects.

EXECUTIVE SESSION

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: No Executive Session was taken.

RECORD OF PROCEEDINGS

ADJOURNMENT

There being no further business to come before the Board, upon a motion duly made by Director Hart, seconded by Director Jensen and, upon vote, unanimously carried, the Board adjourned the meeting at 8:32 p.m.

Respectfully submitted,

By: _____
Mat Hart, President

Attest:

By: _____
Travis Jensen, Secretary

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING
OF THE BOARD OF DIRECTORS OF THE
ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
HELD
WEDNESDAY, JUNE 1, 2022

A special meeting of the Board of Directors of the Roxborough Village Metropolitan District (referred to hereafter as the “Board”) was convened on Wednesday, June 1, 2022 at 5:00 p.m. at the Roxborough Community Park Gazebo, 7671 N. Rampart Range Road, Littleton, Colorado, 80125. The meeting was open to the public.

ATTENDANCE

In Attendance were Directors:

Mat Hart, President
Ephram Glass, Vice President
Mark Rubic, Treasurer
Travis Jensen, Secretary
Calvin Brown, Assistant Secretary (present until 6:14 p.m. via telephone)

Also in Attendance were:

Anna Jones, Nic Carlson; CliftonLarsonAllen LLP (“CLA”)
Katie James, Esq.; Folkestad Fazekas Barrick & Patoile, P.C.
Debra Prysby; Residents at 7722 Kyle Way

CALL TO ORDER

The meeting was called to order at 5:07 p.m. by Director Hart.

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

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

APPROVE AGENDA

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

**PUBLIC COMMENT
and/or GUESTS**

There was no public comment.

**NEW MEMBER
ORIENTATION**

Attorney James reviewed conflicts of interest and the disclosure of such items, statutory requirements of the District and Board members, insurance policies and other items related to the District.

RECORD OF PROCEEDINGS

**RULES FOR LEAGUE
USE OF COMMUNITY
SPORTS FIELDS**

The Board discussed proposed changes to the permits and policies for adult and youth league use of community sports fields. The Board also discussed proposed changes to the Rules and Regulations, including to the prohibition on alcohol in parks and other changes. Attorney James will review the changes and provide a revised copy of both the use permits and the Rules and Regulations for consideration at the regular June Board meeting for vote.

**IMPROVING
EFFICIENCY OF
DISTRICT
OPERATIONS**

The Board discussed the formation of committees, changes to the District website and the efficiency of meetings and operations. The Board will be prepared to propose changes at the regular June Board meeting. Director Brown left the meeting at 6:14 p.m.

OTHER BUSINESS

The Board discussed the handling of fallen tree branches from the recent storm. Following discussion, upon a motion duly made by Director Rubic, seconded by Director Jensen and, upon vote, unanimously carried, the Board approved Bailey Tree to remove branches in the Community Park parking lot at the rate of \$900 per load with the mulch being removed last. The Board also directed Metco Landscape, Inc. to clean up fallen tree branches in Community Park near walking paths.

ADJOURNMENT

There being no further business to come before the Board, upon a motion duly made by Director Hart, seconded by Director Rubic and, upon vote, unanimously carried, the Board adjourned the meeting at 7:29 p.m.

Respectfully submitted,

By: _____
Mat Hart, President

Attest:

By: _____
Travis Jensen, Secretary

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
Schedule of Cash Position
March 31, 2022
Updated as of June 14, 2022

	<u>General Fund</u>	<u>Debt Service Fund</u>	<u>Capital Projects Fund</u>	<u>Total</u>
<u>FirstBank - Checking Account</u>				
Balance as of 03/31/22	\$ 47,014.18	\$ -	\$ 3,261.55	\$ 50,275.73
Subsequent activities:				-
04/07/22 - Transfer to 1Vision-Ballot Mailing	(1,408.00)	-	-	(1,408.00)
04/14/22 - CORE Payment	(751.64)	-	-	(751.64)
04/14/22 - Transfer from Colostrust	91,000.00	-	-	91,000.00
04/15/22 - Building Permit to Douglas County	(377.15)	-	-	(377.15)
04/15/22 - Roxborough Water Payment Mar	(1,291.55)	-	-	(1,291.55)
04/21/22 - Bill.com Payments	(83,975.00)	-	(1,886.00)	(85,861.00)
04/21/22 - Bill.com Void Payment	11,225.50	-	-	11,225.50
04/22/22 - Director Fees	(538.25)	-	-	(538.25)
04/27/22 - Xcel	(18.29)	-	-	(18.29)
05/11/22 - CORE Payment	(824.73)	-	-	(824.73)
05/13/22 - Void Bill.com payment	250.00	-	-	250.00
05/16/22 - Roxborough Water Payment May	(1,302.92)	-	-	(1,302.92)
05/23/22 - Bill.com Payments	(56,784.64)	-	(1,310.00)	(58,094.64)
05/27/22 - Returned Item Fee	(34.00)	-	-	(34.00)
05/27/22 -ADP Payroll/taxes - May	(430.60)	-	-	(430.60)
05/31/22 - Xcel	(19.32)	-	-	(19.32)
06/01/22 - Transfer from Colostrust	120,000.00	-	-	120,000.00
06/01/22 - Bank Fee Refunded	34.00	-	-	34.00
06/02/22 - Bill.com payments	(10,590.17)	-	-	(10,590.17)
06/08/22 - CORE Payment	(1,019.30)	-	-	(1,019.30)
<i>Anticipated Bill.com Payments</i>	(116,680.46)	-	(8,653.72)	(125,334.18)
<i>Anticipated Transfer from Colostrust</i>	61,411.83	-	8,588.17	70,000.00
<i>Anticipated Balance</i>	<u>54,889.49</u>	<u>-</u>	<u>-</u>	<u>54,889.49</u>
<u>Colostrust - Plus</u>				
Balance as of 03/31/22	822,500.07	4,792.00	1,378,413.32	2,205,705.39
Subsequent activities:				
04/14/22 - Transfer to 1st Bank	(91,000.00)	-	-	(91,000.00)
04/08/22 - March PTAX	52,357.12	-	-	52,357.12
04/30/22 - Interest Income	809.78	-	-	809.78
05/10/22 - April PTAX	69,724.87	-	-	69,724.87
05/10/22 - April SOT Tax	7,993.91	-	-	7,993.91
05/31/22 - Interest Income	1,497.11	-	-	1,497.11
06/01/22 - Transfer to 1st bank	(120,000.00)	-	-	(120,000.00)
<i>Anticipated May PTAX</i>	105,518.53	-	-	105,518.53
<i>Anticipated Q2 Lottery Funds</i>	10,436.08	-	-	10,436.08
<i>Anticipated Transfer to 1st Bank</i>	(61,411.83)	-	(8,588.17)	(70,000.00)
<i>Anticipated Balance</i>	<u>798,425.64</u>	<u>4,792.00</u>	<u>1,369,825.15</u>	<u>2,173,042.79</u>
<i>Anticipated Balances</i>	<u>\$ 853,315.13</u>	<u>\$ 4,792.00</u>	<u>\$ 1,369,825.15</u>	<u>\$ 2,227,932.28</u>

Monthly Yield on 05/31/22:

First Bank - 0.0%

Colostrust Plus - 0.7911%

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	70,776.90	-	7,993.91	3.57	(1,055.60)	77,718.78	6.88%	55.58%	140,039.03	7.47%	56.45%
May	98,964.14	-	7,993.27	46.36	(1,485.24)	105,518.53	9.62%	65.19%	139,097.60	7.50%	63.95%
June	-	-	-	-	-	-	0.00%	65.19%	603,250.04	34.80%	98.75%
July	-	-	-	-	-	-	0.00%	65.19%	25,126.98	0.65%	99.40%
August	-	-	-	-	-	-	0.00%	65.19%	17,541.81	0.23%	99.63%
September	-	-	-	-	-	-	0.00%	65.19%	17,257.82	0.20%	99.83%
October	-	-	-	-	-	-	0.00%	65.19%	15,567.53	0.07%	99.91%
November	-	-	-	-	-	-	0.00%	65.19%	14,245.59	0.05%	99.95%
December	-	-	-	-	-	-	0.00%	65.19%	12,108.93	0.03%	99.98%
\$	671,006.26	\$ -	\$ 37,672.37	\$ 77.46	\$ (10,060.22)	\$ 698,695.87	65.19%	65.19%	\$ 1,850,195.81	99.98%	99.98%

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

Property Tax

General Fund	\$ 1,029,247	100.00%	\$ 671,006.26	65.19%	\$ 179,898.59
	<u>\$ 1,029,247</u>	<u>100.00%</u>	<u>\$ 671,006.26</u>	<u>65.19%</u>	<u>\$ 179,898.59</u>

Specific Ownership Tax

General Fund	\$ 82,340	100.00%	\$ 37,672.37	45.75%	
Debt Service Fund	-	0.00%	-	0.00%	
	<u>\$ 82,340</u>	<u>100.00%</u>	<u>\$ 37,672.37</u>	<u>45.75%</u>	

Treasurer's Fees

General Fund	\$ 15,438	100.00%	\$ 10,060.22	65.17%	\$ 2,697.18
Debt Service Fund	-	0.00%	-	0.00%	-
	<u>\$ 15,438</u>	<u>100.00%</u>	<u>\$ 10,060.22</u>	<u>65.17%</u>	<u>\$ 2,697.18</u>

Roxborough Village Metro District
Claims Listing
05/01/22-05/31/22

Vendor	Invoice #	Description	Balance
ACH			
CORE Electric Cooperative	21-Apr	Utilities	\$ 516.00
CORE Electric Cooperative	21-Apr	Utilities	101.60
CORE Electric Cooperative	21-Apr	Utilities	49.00
CORE Electric Cooperative	21-Apr	Utilities	30.00
CORE Electric Cooperative	21-Apr	Utilities	23.93
CORE Electric Cooperative	21-Apr	Utilities	21.85
CORE Electric Cooperative	21-Apr	Utilities	21.85
CORE Electric Cooperative	21-Apr	Utilities	21.00
CORE Electric Cooperative	21-Apr	Utilities	21.00
CORE Electric Cooperative	21-Apr	Utilities	18.50
			824.73
*Roxborough Water & Sanitation District	21-Apr	Nonpotable water purchase usage	802.42
*Roxborough Water & Sanitation District	21-Apr	Nonpotable water purchase usage	195.00
*Roxborough Water & Sanitation District	21-Apr	Nonpotable water purchase usage	110.50
*Roxborough Water & Sanitation District	21-Apr	Nonpotable water purchase usage	97.50
*Roxborough Water & Sanitation District	21-Apr	Nonpotable water purchase usage	97.50
			1,302.92
Xcel Energy	21-Apr	Utilities	19.32
			19.32
		Total ACH	\$ 2,146.97
Check or Epayment			
General			
ARK Ecological Services, LLC	3545	Landscape weed control	4,845.43
ARK Ecological Services, LLC	3545	Landscape weed control	2,824.55
Award & Sign	114017	Miscellaneous	121.53
CliftonLarsonAllen, LLP	3280468	Accounting	2,920.19
CliftonLarsonAllen, LLP	3279409	District management	12,130.69
CliftonLarsonAllen, LLP	3222320	Accounting	5,378.45
Foothills Park & Recreation District	SALES000000034293	Foothills Park and Recreation fees	2,514.30
Metco Landscape, LLC	SM214257	Landscape contract	14,921.00
Metco Landscape, LLC	56980137	Tree maintenance	12,100.00
Moore Preferred Cleaning Services	2021 cleaning	Miscellaneous	5,837.45
Mulhern MRE Inc.	MMRE62923	Engineering	2,627.70
Mulhern MRE Inc.	MMRE62924	Engineering	272.00
United Site Services	114-13057595	Portable restrooms	380.31
United Site Services	114-13057596	Portable restrooms	380.31
Utility Notification Center of Colorado	222041282	Miscellaneous	120.90
			\$ 67,374.81
Capital			
Mulhern MRE Inc.	MMRE62922	Spillway / embankment	1,310.00
			\$ 1,310.00
		TOTAL Checks/Epayment	\$ 68,684.81



Monthly Maintenance Report for Roxborough Village

METCO LANDSCAPE, INC.

Submitted by: Bill Barr 6/15/2022 Recipients: Anna Jones, Public Manager

REVIEW OF GANTTED OPERATIONS

Turf

Turf in good condition throughout community could use some over seed in the soccer field could be done in the fall. Baseball field should be looked at also

Shrub Beds

shrub beds could be gone over and looked at for some replacement of old and dying plants

Trees

trees look good we had quite a storm that caused a lot of broken branches and cleanup

Irrigation

Irrigation is always a work in progress during this time of year the break we had in the street has been fixed and we are now perging areas to rid pipes of any sediment stuck in pipes this is ongoing as we test for consistency in zones of the system

Site Policing

we continue to porter for doggy stations and trash there should be some replacement of trash recepticals as some get worn out and need replacing

Overall Site

we continue to go through our routines of maintenance working on issues that come up and keeping up with detail as the season goes on

Review of Operatons for Upcoming Month:

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

Criteria

Priority of majority of board

Critical to operations

Capital project achievable in 12-18 months

RVMD Project Tracker

25

Task	Deadline	Notes	Status
Ongoing Projects			
<i>Previously identified by board as priority projects and currently underway.</i>			
Northside Spillway	Fall	Scott to coordinate with DougCo - solicit proposals	On Hold
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	On Hold
Disc Golf Course	July	CLA work with vendor to finalize proposal	Tabled
Bollard Replacement	June	Scott provide proposal in April meeting packet	Completed
Drainage by Soccer Field	July/August	Scott to provide proposal from Metco + Keesen	To be Discussed at June meeting
<i>The following items appear as prioritized in the 2/7/2022 strategic planning meeting.</i>			
Maintenance Items			
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	Tabled
Trach Can relocation	Spring	Relocate cans to higher use areas	On Hold
Signage Updates	Summer	To be completed with playground repairs	Research
Playground Safety Repairs	June	Districtwide playground repairs for all safety hazards	In Progress
Community Park Enhancements - Priority 1			
Softball Field Drainage	July	Metco to investigate possible irrigation leak/ground water/bathroom	In progress
New Playground	TBD	Todd to provide designs for potential new locations	Tabled
Volleyball Court Repair	TBD	Provide proposal for repair/incorporate with new playground	Tabled
Furnishings Audit	July	Audit existing furnishings, solicit proposal for replacements	On Hold
Playground Safety Inspection	April	Coordinate safety inspection with SDA pool	Complete
Repair safety concerns	May	repair all immediate safety concerns before summer	To be discussed at June meeting
Trail Improvements - Priority 2			
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



Bailey Tree LLC

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

PROPOSAL

Generated uniquely for

Please Email us to
accept and schedule
work

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

Roxborough Metropolitan District c/o Clifton Larson Aller

Estimator: Steven Bailey

Tuesday, May 24, 2022

Roxborough Metropolitan District c/o Clifton Larson Allen
303-779-5710
8390 E Crescent Parkway Suite 300
Greenwood Village, CO 80111

Worksite: Office

Address: 8390 E Crescent Parkway Suite 300
Greenwood Village, CO 80111

Contact:

Requested Services

Task #	Tree/Shrub(Location)	Service Description	Quantity	Cost
1	Brush Pile	Brush Chipping/Hauling	1	\$2,200.00

This is our cost to have a 2 man crew operate a wood chipper and a service truck to haul/dump the Chips.

Haul away chips or dump on site as requested.

Please note: We do not haul away Dirt, Leaves, Rocks, Root Balls, String, Metal, or manufactured wood products like 2X4's, or fence posts.

Requested Services Total:

\$2,200.00



ISA Certified Arborists

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

We accept Cash, Check, or Credit Card

Click here to PREPAY!



Page 1 of 2

Click here to
check us out!



TERMS & CONDITIONS:

- 1--Our minimum service fee for trimming and/or removal work is \$262.50
- 2--Our minimum service fee for stump grinding is \$115.50
- 3--Our minimum service fee for Plant Health Care (PHC) services (injections and spraying) is \$105.00
- 4--Please make sure no cars are parked under or near the tree(s) on the day of service.
- 5--All moveable objects under and around the tree, and in the pathway between the tree and the service truck, should be moved out of the work zones prior to a service crews arrival.
- 6--Tree services performed in the vicinity of delicate flowers and shrubs may result in some damage to those flowers and shrubs. To avoid this possibility please request a fall or winter schedule date.
- 7--All animal excrement in the areas the service crews will be working must be removed prior to the crews arrival. Failure to do so may result in an incomplete clean up.
- 8--Bailey Tree LLC will not be held responsible for damage to underground utilities not included in a standard locate request during removal, planting, stump grinding, or any subsurface application or service. All repairs will be billed accordingly. Underground utilities include, but are not limited to; sprinkler lines, heads of equipment, electric dog fences, private landscape wiring such as irrigation wires, or any unspecified buried outdoor wiring.
- 9--Prices quoted for or during winter months may need a requote if service is requested or required during non-winter months.
- 10--Cancellations requested with less than 24 hrs. notice may be subject to a \$210 mobilization fee.
- 11--All invoices are due upon completion. Monthly finance charges at 18% per annum will accrue after 30 days.
- 12--The customer warrants that all trees upon which work is being performed either belong to the homeowner or that permission to work on them has been obtained by the owner. **IN THE EVENT OF ANY ERROR, BAILEY TREE LLC IS NOT TO BE HELD RESPONSIBLE.**
- 13--This estimate is for completing the job as described above. It is based on our evaluation and does not include additional services requested or required during or after this service is provided. Project timing is subject to change based on weather and other unforeseen circumstances.
- 14--Any changes to an accepted proposal must be emailed to us 24 hours prior to work being performed.
- 15--To accept a proposal is to acknowledge & accept these terms and conditions.



ISA Certified Arborists

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

We accept Cash, Check, or Credit Card

Click here to PREPAY!



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check us out!*



RESOLUTION 2022-6-__
OF THE BOARD OF DIRECTORS OF
ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
DOUGLAS COUNTY, COLORADO

A RESOLUTION RESCINDING AGREEMENT
WITH WESTERN STATES RECLAMATION, INC.,
FOR POND STABILIZATION WORK

The Roxborough Village Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), has rescinded the previously approved proposal for Pond Stabilization Work from Western States Reclamation, Inc., a Colorado Corporation, (the “Contractor”), and

At the May 17, 2022 District meeting, the Board of Directors of the District determined that it is in the best interest of District residents and property owners to rescind the Agreement with Western States Reclamation, Inc.,

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

Section 1. The Agreement approved at the April 19, 2022 District meeting is now rescinded.

APPROVED AND ADOPTED this ____ day of _____, 2022, by a vote of 4 for and 1 against.

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

By: _____
Mat Hart, President

ATTEST:

By: _____
Travis Jensen, Secretary

RESOLUTION 2022-6-____
OF THE BOARD OF DIRECTORS OF
ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
DOUGLAS COUNTY, COLORADO

A RESOLUTION RESCINDING AGREEMENT
WITH ECORESOURCE SOLUTIONS, INC.,
FOR 2022 ANNUAL POND MANAGEMENT AND PONDHAWK SOLAR AERATION
SYSTEM

The Roxborough Village Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), has rescinded the previously approved proposals for 2022 Annual Pond Management and PondHawk Solar Aeration System from EcoResource Solutions, Inc., a Colorado Corporation, (the “Contractor”), and

At the May 17, 2022 District meeting, the Board of Directors of the District determined that it is in the best interest of District residents and property owners to rescind the Agreement and to solicit additional proposals for pond management services.

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

Section 1. The Agreement with EcoResource Solutions, Inc approved at the April 19, 2022 District meeting is now rescinded.

APPROVED AND ADOPTED this ____ day of _____, 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: _____
Mat Hart, President

ATTEST:

By: _____
Travis Jensen, Secretary



June 15, 2022

WORK ORDER #85445

PROPOSAL FOR

ANNA JONES
 ROXBOROUGH VILLAGE METRO DISTRICT- C/O CLA
 CHATFIELD FARMS PARK
 WATERTON CANYON RD & LIVERPOOL CIR.
 LITTLETON, CO 80125

Thank you for allowing us to provide you a quote to perform the work we discussed. We will work out a schedule with you to complete the work once you sign and return this proposal. You may send it via email to service@keesenlandscape.com or fax it to (303) 761-3466. While we do not anticipate any changes to the total cost, Keesen Landscape Management, Inc. does reserve the right to review any proposal that is over 30 days old.

DESCRIPTION OF WORK TO BE PERFORMED

Improve Swale Behind Homes on Liverpool

Improve grass swale from Chatfield Farms Park south to the breeze pathway that accesses native trailway.

Sale	\$10,650.20
Sales Tax	\$49.90
Total	\$10,700.10

**CHATFIELD FARMS PARK
 WORK ORDER SUMMARY**

INCLUDED SERVICES	SALES TAX	TOTAL COST
Phase One- Install Culvert Under Breeze Path	\$5.19	\$543.62
Phase One- Remove Turf & Save	\$0.00	\$1,332.20
Phase One- Excavate Center of Swale	\$0.00	\$1,913.57
Phase One- Place Removed Turf Back Over Swale	\$11.73	\$1,429.07
Phase Two- Remove Turf & Save	\$0.00	\$1,024.38
Phase Two- Excavate Soil From Center of Swale	\$0.00	\$1,480.09

Contract No. - 85445

Chatfield Farms Park

June 15, 2022

Phase Two- Place Removed Turf Back Over Swale	\$19.55	\$1,291.83
Phase Three- Install Drainpipe From Parking Lot Corner to RipRap	\$13.43	\$1,685.34
	\$49.90	\$10,700.10

Note: Unless otherwise specified, supplemental watering is not included in this proposal. If additional watering is necessary to protect plant material warranty, a separate proposal will be submitted.

Note: New plant material will be covered by a 1 year/1 replacement warrant. This does not cover any plant material not connected to working irrigation, owner negligence or circumstances beyond our control including freeze and rodent damage. This includes trees, shrubs and perennial plant material only.

Force Majeure and Delays

Landscape Contractor's installation and warranty obligations under this work order are accepted subject to strikes, labor troubles (including strikes or labor troubles affecting any suppliers of Landscape Contractor), floods, fires, acts of God, accidents, delays, shortages of equipment, contingencies of transportation, and other causes of like or different character beyond the control of the Landscape Contractor. Impossibility of performance by reason of any legislative, executive, or judicial act of any government authority shall excuse performance of or delay in performance of this work order.

By 
 Daniel Dickson

Date 6/15/2022

**Keesen Landscape Management,
Inc.**

By _____

Date _____

**ROXBOROUGH VILLAGE
METRO DISTRICT- C/O CLA**

as Agent for

CHATFIELD FARMS PARK

Note: Unless otherwise specified in the work order, all required irrigation repairs/modifications will be done at a time and materials rate of \$68.00 per man hour.



Extra Work Proposal

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

Job Location	
Roxborough Metro District	

Submitted To:	
Roxborough Metro District Home Owners Association	

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

Extra Work Proposed as Follows:

		Qty	Rate	Total
Roxborough Community Park				
A	BOULDER PILE RELOCATION: (Southwest Corner of Community Parking Lot): (A) 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) The first area will allow for the placement of boulders on either side of the sidewalk downhill from the Community Park per photos. (C) 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
Chatfield Farms Park				
OPTION 1	COMMON TURF AREA BEHIND (6) HOMES (8563-8525 Liverpool Circle): Note: This common turf area measures 330 linear feet x 25' Wide. (A) Use track skid steer to accomplish grading work to contour and create a drainage swale in the native turf area. (B) Add fill dirt as necessary to fill-in areas requiring final grade as needed. (C) Add amended top soil as necessary that will provide appropriate base for over-seeding. (D) Over-seed areas by applying Native Seed Mix. (E) Install bio-degradable erosion control blankets to assist seed growth and development. (F) Water-in over-seed application at the conclusion of the install.	1		\$44,410
Chatfield Farms Park				
OPTION 2	COMMON TURF AREA BEHIND (4) HOMES (8547-8525 Liverpool Circle): Note: This common turf area measures 205 linear feet x 25' Wide. (A) Use track skid steer to accomplish grading work to contour and create a drainage swale in the native turf area. (B) Add fill dirt as necessary to fill-in areas requiring final grade as needed. (C) Add amended top soil as necessary that will provide appropriate base for over-seeding. (D) Over-seed areas by applying Native Seed Mix. (E) Install bio-degradable erosion control blankets to assist seed growth and development. (F) Water-in over-seed application at the conclusion of the install.	1		\$37,110.00
Chatfield Farms Park				
B	PARKING LOT DRAINAGE: (A) Install underground drainage system originating from Metal Channel Drain Grate 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
NOTE	This aforementioned work does not include warranty coverage to swale grade and/or drainage system.			

**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

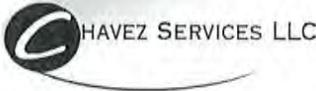
All reasonable caution will be taken to prevent damage to existing pavement, septic tanks, septic fields and underground utility lines. Underground gas, phone, and electric utilities will be marked by a representative from the utility companies, at the request of Metco Landscape, Inc., prior to any machine 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..

	Project Name: Roxborough Park	
	2022 Trail Repairs	
	Bid Number: 2021301	
	Project Manager: Scott Barnett	
	Date: 5/21/2022	

SUMMARY FOR CHANGE ORDER NO. 1

Item	Qty	Rate	Amount
PR1.1 - Phase 1 Credit - concrete saw cutting		LS	\$ (650.00)
PR1.2 - Phase 1 Credit, Concrete Path Demolition	526 SF	\$ 2.10	\$ (1,104.60)
PR1.3 - Phase 1 Credit, Earthwork	526 SF	\$ 3.48	\$ (1,830.48)
PR1.4 - Phase 2 - Remove existing asphalt, earthwork, place new 6" concrete, additional security costs, additional inflation cost.	4264 SF	\$ 14.00	\$ 59,696.00
PR1.5 - Phase 3 - Remove existing asphalt, earthwork, place new 6" concrete, additional security costs, additional inflation cost.	2640 SF	\$ 14.00	\$ 36,960.00
PR1.6 - Phase 3 - Concrete saw cutting, remove existing concrete, earthwork, place new 6" concrete, additional security costs, additional inflation cost.	526 SF	\$ 15.00	\$ 7,890.00
		Total	\$ 100,960.92

★
★

Approved 5/17
Need Approval Phase 3

Submitted by: Ermilo Chavez
Chavez Services LLC

Original Contract Amount	\$	64,905.00
Amount of Previous Change Orders	\$	-
Amount of this Change Order	\$	100,960.92
Total Change Orders Amount	\$	100,960.92
New Contract Amount	\$	165,865.92

Scott Barnett Date of Acceptance

★ This Phase was not included in Phase 2 Proposal which was Approved on 5/17 at meeting



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

**A RESOLUTION OF THE BOARD OF DIRECTORS OF ROXBOROUGH VILLAGE
METROPOLITAN DISTRICT, DOUGLAS COUNTY, COLORADO, APPROVING AN
APPLICATION AND REVOCABLE PARK USE PERMIT FOR ADULT
SPORTS FOR 2022**

WHEREAS, the Board of Directors of Roxborough Village Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), has made a determination that it would be beneficial to the District to provide a new Application and Revocable Park Use Permit for Adult Sports for 2022.

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

That the 2022 Application and Revocable Park Use Permit for Adult Sports, 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 21st day of June, 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: _____
Mat Hart, President

ATTEST:

By: _____
Travis Jensen, Secretary

EXHIBIT A

2022 APPLICATION AND REVOCABLE PARK USE PERMIT FOR ADULT SPORTS

Roxborough Village Metropolitan District
8390 E. Crescent Pkwy., Suite 300
Greenwood Village, CO 80111-2814
303-779-4525
303-773-2050 (fax)

2022
Application and Revocable Park Use Permit for Sport Fields for Adult
Sport Team/League Use, and
Sport Fields Release Waiver and Indemnification

Please complete the entire form and submit to Roxborough Village Metropolitan District, Attention: Natalie Herschberg, 8390 E. Crescent Pkwy., Suite 300, Greenwood Village, Colorado 80111 or via email at Natalie.Herschberg@CLAconnect.com

Teams/Leagues comprised of players not less than half of which are residents of Roxborough Village Metropolitan District (“District”) will receive priority for reserving sport fields. At least one team/league coach must be a resident of the District, who is not less than 21 years of age. A resident coach must be present at all reserved times.

_____ Number of Resident Players
_____ Number of Non-Resident Players

Name of Organization: _____

Address of Organization: _____

Name of Park (circle): Community Park Chatfield Farms

Dates of Use: From _____ to _____

Days of Use: Sun. Mon. Tues. Wed. Thurs. Fri. Sat. (Circle all that apply)

Times of Use: _____ a.m./p.m. to _____ a.m./p.m.

Resident Coach’s Name: _____

Address: _____

Phone: Office _____ Home _____

E-mail Address: _____

Additional Coach’s Name: _____

Address: _____

Phone: Office _____ Home _____

E-mail Address: _____

Age Group: _____ Male Female Sport: _____

POLICY

Teams/Leagues may reserve field use times from 4:00 p.m. until 8:30 p.m. on Monday through Friday and 9:00 a.m. until 6:00 p.m. on Saturday and Sunday. For resident teams/leagues there is a \$35.00 per day fee for field use on weekdays and \$70 per day for weekend use. For teams/leagues that do not meet this resident threshold the fee shall be \$50.00 per day for field use for weekdays and a \$100.00 per day for field use for weekend use. A refundable damage deposit will be collected and held in the amount of \$300.00 for resident teams/leagues and \$500 for non-resident teams/leagues. Once the fee and refundable damage deposit are made, the eligible team will receive the key to the sport's box.

Revocable Park Use Permits for Sport Fields for Adult Sport Team/League Use ("Use Permit") will be issued seasonally on a first come first serve basis starting February 15th of each year. The following must be submitted in order to be considered for a Use Permit:

- 1) A completed Application for Revocable Park Use Permit for Sport Fields for Adult Sport Team/League Use;
- 2) A formal roster of all team players with their addresses;
- 3) A Sport Fields Release Waiver and Indemnification signed by each player;
- 4) A Sport Fields Release Waiver and Indemnification signed by each coach;
- 5) A Sport Fields Release Waiver and Indemnification signed on behalf of the sponsoring organization.

The applicable fees are due in full no less than seven (7) days prior to the first requested reservation date. The fees are charged per season. There is one season each year for baseball and football. There are two seasons each year for softball (Spring/Summer) and soccer (Spring/Fall). The fees are payable to Roxborough Village Metropolitan District.

No refunds will be issued for days in which the field was not used.

PERMIT CONDITIONS

The Permit holder agrees to comply with the District's (to be attached hereto) **RESOLUTION ADOPTING RULES AND REGULATIONS FOR ROXBOROUGH VILLAGE METROPOLITAN DISTRICT PARKS AND OPEN SPACE PURSUANT TO SECTION 18-9-117 AND SECTION 32-1-1001, C.R.S.**

In addition, the following conditions shall also apply:

- i. Disorderly conduct and / or abusive language are prohibited and shall be cause for revocation of the Use Permit.
- ii. A copy of Use Permit must be in the possession of the resident coach and shown to District personnel upon request.
- iii. District parks and facilities are patrolled by local law enforcement agencies. Use of the facilities is subject to all applicable state and local laws and regulations.
- iv. This Use Permit is non-assignable.

VIOLATION OF ANY OF THE USE PERMIT CONDITIONS MAY RESULT IN IMMEDIATE REVOCATION OF THE USE PERMIT AND PERMIT HOLDER SHALL NOT BE ENTITLED TO A REFUND.

I have read, understand, fully agree with and accept all responsibility for the terms and conditions of this Use Permit.

Signature of Applicant _____ (Name of Organization)

Date _____

Roxborough Village Metropolitan District
Revocable Park Use Permit for Sport Fields for
Adult Sport Team/League Use
(To be completed by District office personnel)

Name of Organization: _____

Address of Organization: _____

Name of Park / Location: _____

Days and dates of Use: S M T W T H F S From _____ to _____

Days of Use: Sun. Mon. Tues. Wed. Thurs. Fri. Sat. (Circle all that apply)

Times of Use: From _____ to _____

Approved Disapproved Date _____

Fee: Resident (\$35 weekday/ \$70 weekend - \$300 refundable damage deposit)
 Non-Resident (\$50 weekday/ \$100 weekend - \$500 refundable damage deposit)

Cash Check # _____ Other _____ Total \$ _____

Special Conditions:

Signature

Title

Date

SPORT FIELDS RELEASE WAIVER AND INDEMNIFICATION
(INDIVIDUAL)

By my signature below, I represent that I am an adult signing on my own behalf and who wishes to participate in sports activities on sport fields operated by Roxborough Village Metropolitan District, Douglas County, Colorado (the "District").

I recognize the possibility of physical injury associated with use of sports fields operated by the District and/or from participation in athletic activities including but not limited to soccer, football, baseball, and softball. I agree I will abide by the Rules and Regulations of the District, and release the District from all liability for property damage and bodily injury, occurring directly or indirectly, in connection with such use of District property.

I RELEASE, INDEMNIFY AND HOLD HARMLESS the Roxborough Village Metropolitan District, its directors, employees, agents and subcontractors, from and against any and all claims, actions, causes of action, liabilities and suits resulting from my use of District property and/or participation in athletic activities on the District property.

I have read the Release Waiver and Indemnification and fully understand its content. I acknowledge the receipt of a copy of the District Rules and Regulations.

Signature _____ Name _____

SPORT FIELDS RELEASE WAIVER AND INDEMNIFICATION
(COACH)

I, _____, wish to participate in sports activities on sport fields operated by Roxborough Village Metropolitan District, Douglas County, Colorado.

I recognize the possibility of physical injury associated with use of sports fields operated by the District and/or from participation in athletic activities, including but not limited to, soccer, football, baseball, and softball. I will abide by the Rules and Regulations of the District, and the Permit Conditions, and release the District from all liability for property damage and bodily injury, occurring directly or indirectly, in connection with such use of District property.

I RELEASE, INDEMNIFY AND HOLD HARMLESS the Roxborough Village Metropolitan District its directors, employees, agents, and subcontractors, from and against any and all claims, actions, causes of action, liabilities, and suits as a result of my participation in athletic activities and use of the District property.

I have read this Release Waiver and Indemnification and fully understand its content. I acknowledge the receipt of a copy of the District Rules and Regulations.

UNDERSIGNED

_____ (signature)

_____ (printed name of signer)

Title: _____

Date: _____

Address: _____

SPORT FIELDS RELEASE WAIVER AND INDEMNIFICATION
(ORGANIZATION)

I, _____, am authorized to sign this Release Waiver and Indemnification on behalf of _____ (name of organization) (“Organization”). The Organization accepts responsibility for all liability associated with the Organization’s use of the sport fields operated by the District, including, but not limited to any damage to District property, and bodily injury, occurring directly or indirectly, in connection with such use of District property.

The Organization releases the District from all liability for property damage and bodily injury, occurring directly or indirectly, in connection with such use of District property. The Organization RELEASES, INDEMNIFIES AND HOLDS HARMLESS the Roxborough Village Metropolitan District its directors, employees, agents and subcontractors, from and against any and all claims, actions, causes of action, liabilities and suits as a result of the Organization’s use of the District property.

UNDERSIGNED

_____ (Name of Organization)

By: _____ (signature)

_____ (printed name of signer)

Title: _____

Date: _____

Address: _____

Roxborough Village Metropolitan District
8390 E. Crescent Pkwy., Suite 300
Greenwood Village, CO -80111-2814
303-779-~~5710~~4525
303-773-2050 (fax)

2022
Application and Revocable Park Use Permit for Sport Fields for Adult Sport Team Practices/League Use, and Sport Fields Release Waiver and Indemnification

Please complete the entire form and submit to Roxborough Village Metropolitan District, Attention: ~~District Administrator~~ **Natalie Herschberg**, 8390 E. Crescent Pkwy., Suite 300, Greenwood Village, Colorado 80111 or via email at info@roxboroughmetrodistrict.org. Natalie.Herschberg@CLAconnect.com

Only teams/Teams/Leagues comprised of players not less than half of which are residents of Roxborough Village Metropolitan District (“District”) ~~may reserve~~ will receive priority for reserving sport fields. At least one team/league coach must be a resident of the District, who is not less than 21 years of age. A resident coach must be present at all reserved times.

Number of Resident Players

Number of Non-Resident Players

Number of Resident Players

Number of Non-Resident Players

Name of Organization: _____

Address of Organization: _____

Name of Park: _____ (circle): Community Park _____ Chatfield Farms

Dates of Use: From _____ to _____

Days of Use: _ Sun. _ Mon. _ Tues. _ Wed. _ Thurs. — _ Fri. _ Sat. ———— (circle (Circle all that apply)-_

Times of Use: — ____ a.m./p.m. to ____ a.m./p.m._

Resident Coach's Name: _____

_Address: _____

Phone: -Office _____ —Home _____

E-mail Address: _____

Additional Coach's Name:

Address: _____

Phone: -Office _____ —Home _____

E-mail Address: _____

Age Group: _____ — Male — Female — Sport: _____

POLICY

Teams/Leagues may reserve practicefield use times from 4:00 p.m. until 8:30 p.m. on Monday through Friday and 9:00 a.m. until 6:00 p.m. on Saturday and Sunday. ~~There~~For resident teams/leagues there is a ~~\$50~~\$35.00 per day fee for field use on weekdays and ~~\$100~~\$70 per day for weekend use. For teams/leagues that do not meet this resident threshold the fee shall be \$50.00 per day for field use for weekdays and a \$100.00 per day for field use for weekend use. A refundable damage deposit will be collected and held in the amount of \$300.00 for resident teams/leagues and \$500 for non-resident teams/leagues. Once the fee and refundable damage deposit are made, the eligible team will receive the key to the sport's box. _

Revocable Park Use Permits for Sport Fields for Adult Sport Team ~~Practices~~ (Practice/League Use ("Use Permit")) will be issued seasonally on a first come first serve basis starting February 15th of each year. The following must be submitted in order to be considered for a PracticeUse Permit:-_

- 1) A completed Application for Revocable Park Use Permit for Sport Fields for Adult Sport Team ~~Practices~~; League Use;
- 2) A formal roster of all team players with their addresses;
- 3) A Sport Fields Release Waiver and Indemnification signed by each player; _
- 4) A Sport Fields Release Waiver and Indemnification signed by each coach; _
- 5) A Sport Fields Release Waiver and Indemnification signed on behalf of the sponsoring organization. _

The applicable fees are due in full no less than seven (7) days prior to the first requested reservation date. The fees are charged per season. There is one season each year for ~~baseball~~ and football. There are two seasons each year for softball (Spring/Summer) and ~~soccer~~ (Spring/Fall). The fees are payable to Roxborough Village Metropolitan District. _

No refunds will be issued for days in which the field was not used. _

PERMIT CONDITIONS

- ~~i. Motorized vehicles are prohibited (this includes vehicles for purposes of unloading or loading equipment) unless a prior written approval of the District is granted (for such purposes as dragging the infield with ATV).~~
- ~~ii. No commercial concessions may be operated, nor charge or donation requested of the public on the premises.~~
- ~~iii. Upon completion of each practice, the area shall be restored to a litter free condition. The applicant agrees to be responsible for costs incurred by the District for repairs or cleanup by the District necessitated by the team's use.~~
- ~~iv. Tents, booths, stands, awnings, canopies, or other structures are prohibited without the prior written approval of the District.~~
- ~~v. Destruction, damage, or removal of any vegetation or defacement of District property is prohibited. The applicant agrees to be responsible for all such damage.~~

The Permit holder agrees to comply with the District's (to be attached hereto) **RESOLUTION ADOPTING RULES AND REGULATIONS FOR ROXBOROUGH VILLAGE METROPOLITAN DISTRICT PARKS AND OPEN SPACE PURSUANT TO SECTION 18-9-117 AND SECTION 32-1-1001, C.R.S.**

In addition, the following conditions shall also apply:

- ~~vi.i.~~ Disorderly conduct and / or abusive language are prohibited and shall be cause for revocation of the PracticeUse Permit.
- ~~vii.~~ Any machine or device for the purpose of amplification of human voice, music or any other sound is prohibited without the prior written approval of the District.
- ~~viii.~~ No alcoholic beverages are permitted. Consumption of alcoholic beverages on the premises shall be cause for revocation of Practice Permit.
- ~~ix.ii.~~ A copy of PracticeUse Permit must be in the possession of the resident coach and shown to District personnel upon request.

*~~iii.~~ District parks and facilities are patrolled by local law enforcement agencies. Use of the facilities is subject to all applicable state and local laws and regulations.

*~~iv.~~ This PracticeUse Permit is non-assignable.

VIOLATION OF ANY OF THE PRACTICEUSE PERMIT CONDITIONS MAY RESULT IN IMMEDIATE REVOCATION OF THE PRACTICEUSE PERMIT AND PERMIT HOLDER SHALL NOT BE ENTITLED TO A REFUND.

I have read, understand, fully agree with and accept all responsibility for the terms and conditions of this ~~Practice~~Use Permit.

Signature of _____
~~Applicant~~ _____

(Name of Organization)

Applicant _____

(Name of Organization)

Date _____

Roxborough Village Metropolitan District
Revocable Park Use Permit for Sport Fields for
Adult Sport Team Practices/League Use
(~~to~~To be completed by District office personnel).

Name of Organization:

Address of Organization:

Name of Park / Location:

Days and dates of Use: S M T W TH F S - From _____ to

_____ to _____

Days of Use: _ Sun. _ Mon. _ Tues. _ Wed. _ Thurs. ___ Fri. _ Sat. _____ (circle (Circle all that apply))

Times of Use: -From _____ to _____

- Approved — Disapproved _____ Date

Fee: ~~-\$50~~ Resident (\$35 weekday/ \$100 weekend — \$300 refundable damage deposit)

~~Non-Resident (\$50 weekday/ \$100 weekend - \$500 refundable damage deposit)~~

Cash — Check # _____ Other _____

_____ Total \$ _____ \$ _____

Special Conditions: _____

SPORT FIELDS RELEASE WAIVER AND INDEMNIFICATION
(INDIVIDUAL)

By my signature below, I represent that I am an adult signing on my own behalf and who wishes to participate in sports activities on sport fields operated by Roxborough Village Metropolitan District, Douglas County, Colorado (the "District").

I recognize the possibility of physical injury associated with use of sports fields operated by the District and/or from participation in athletic activities including but not limited to soccer, football, baseball, and softball. I agree I will abide by the Rules and Regulations of the District, and release the District from all liability for property damage and bodily injury, occurring directly or indirectly, in connection with such use of District property.

I RELEASE, INDEMNIFY AND HOLD HARMLESS the Roxborough Village Metropolitan District, its directors, employees, agents and subcontractors, from and against any and all claims, actions, causes of action, liabilities and suits resulting from my use of District property and/or participation in athletic activities on the District property.

I have read the Release Waiver and Indemnification and fully understand its content.

I acknowledge the receipt of a copy of the District Rules and Regulations.

Signature _____
Name _____

Signature _____
Name _____

Signature _____ Name _____

Signature _____ Name _____

Signature _____ Name _____

|
|

SPORT FIELDS RELEASE WAIVER AND INDEMNIFICATION

(COACH)

I, _____, wish to participate in sports activities on sport_ fields operated by Roxborough Village Metropolitan District, Douglas County, Colorado._

I recognize the possibility of physical injury associated with use of sports fields operated_ by the District and/or from participation in athletic activities, including but not limited to, soccer, football, baseball, and softball. I will abide by the Rules and Regulations of the_ District, and the Permit Conditions, and release the District from all liability for property damage and bodily injury, occurring directly or indirectly, in connection with such use of District property._

I RELEASE, INDEMNIFY AND HOLD HARMLESS the Roxborough Village_ Metropolitan District its directors, employees, agents, and subcontractors, from and_ against any and all claims, actions, causes of action, liabilities, and suits as a result of my participation in athletic activities and use of the District property.

I have read this Release Waiver and Indemnification and fully understand its content.

I acknowledge the receipt of a copy of the District Rules and Regulations._

UNDERSIGNED_

(signature)_

(printed name of signer)_

Title: _____

Date: _____

Address: _____

|

SPORT FIELDS RELEASE WAIVER AND INDEMNIFICATION

(ORGANIZATION)

I, _____, am authorized to sign this Release Waiver and ~~Indemnification~~ on behalf of _____ (name of organization) (“Organization”). ~~The Organization accepts responsibility for all liability associated with the Organization’s use of the sport fields operated by the District, including, but not limited to any damage to District property, and bodily injury, occurring directly or indirectly, in connection with such use of District property.~~

The Organization releases the District from all liability for property damage and bodily injury, occurring directly or indirectly, in connection with such use of District property.

~~The Organization RELEASES, INDEMNIFIES AND HOLDS HARMLESS the Roxborough Village Metropolitan District its directors, employees, agents and subcontractors, from and against any and all claims, actions, causes of action, liabilities and suits as a result of the Organization’s use of the District property.~~

UNDERSIGNED

_____ (Name of Organization)

By: _____ (signature)

_____ (printed name of signer)

Title: _____

Date: _____

Address: _____

**RESOLUTION NO. 2022-06-__
OF THE BOARD OF DIRECTORS OF
ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
DOUGLAS COUNTY, COLORADO**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF ROXBOROUGH VILLAGE
METROPOLITAN DISTRICT, DOUGLAS COUNTY, COLORADO, APPROVING AN
APPLICATION AND REVOCABLE PARK USE PERMIT FOR YOUTH
SPORTS FOR 2022**

WHEREAS, the Board of Directors of Roxborough Village Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), has made a determination that it would be beneficial to the District to provide a new Application and Revocable Park Use Permit for Youth Sports for 2022.

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

That the 2022 Application and Revocable Park Use Permit for Youth Sports, 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 21st day of June, 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: _____
Mat Hart, President

ATTEST:

By: _____
Travis Jensen, Secretary

EXHIBIT A

2022 APPLICATION AND REVOCABLE PARK USE PERMIT FOR YOUTH SPORTS

Roxborough Village Metropolitan District
8390 E. Crescent Pkwy., Suite 300
Greenwood Village, CO 80111-2814
303-779-4525
303-773-2050 (fax)

2022
Application and Revocable Park Use Permit for Sport Fields for Youth Sport
Team/League Use, and
Sport Fields Release Waiver and Indemnification

Please complete the entire form and submit to Roxborough Village Metropolitan District, Attention: Natalie Herschberg, 8390 E. Crescent Pkwy., Suite 300, Greenwood Village, Colorado 80111 or via email at Natalie.Herschberg@CLAconnect.com

Teams/Leagues comprised of players not less than half of which are residents of or attending schools within Roxborough Village Metropolitan District (“District”) will receive priority for reserving sport fields. At least one team/league coach must be a resident of the District, who is not less than 21 years of age. A resident coach must be present at all reserved times.

_____ Number of Resident Players
_____ Number of Non-Resident Players

Name of Organization: _____

Address of Organization: _____

Name of Park: Community Park Chatfield Farms

Dates of Use: From _____ to _____

Days of Use: Sun. Mon. Tues. Wed. Thurs. Fri. Sat. (Circle all that apply)

Times of Use: _____ a.m./p.m. to _____ a.m./p.m.

Resident Coach’s Name: _____

Address: _____

Phone: Office _____ Home _____

E-mail Address: _____

Additional Coach's Name: _____

Address: _____

Phone: Office _____ Home _____

E-mail Address: _____

Age Group: _____ Male Female Sport: _____

POLICY

Teams/Leagues may reserve use times from 3:30 p.m. until dusk Monday through Saturday. No uses are permitted on Sunday. There is a \$25.00 per day fee for field use for weekdays and a \$50.00 per day fee for field use for weekend use for teams/leagues comprised of players not less than half of which are residents of or attending schools within the District. For teams/leagues that do not meet this resident threshold the fee shall be \$50.00 per day for field use for weekdays and a \$100.00 per day for field use for weekend use. A refundable damage deposit will be collected and held in the amount of \$300.00 for resident teams/leagues and \$500 for non-resident teams/leagues. Once the fee and refundable damage deposit are made, the eligible team/league will receive the key to the sport's box.

Revocable Park Use Permits for Sport Fields for Youth Sport Team/League Use ("Use Permit") will be issued seasonally on a first come first serve basis starting February 15th of each year. The following must be submitted in order to be considered for a Use Permit:

- 1) A completed Application for Revocable Park Use Permit for Sport Fields for Youth Sport Team/League Use;
- 2) A formal roster of all team players with their addresses or addresses of schools they attend within the District;
- 3) A Sport Fields Release Waiver and Indemnification signed by a parent or guardian for each player;
- 4) A Sport Fields Release Waiver and Indemnification signed by each coach;
- 5) A Sport Fields Release Waiver and Indemnification signed on behalf of the sponsoring organization.

The applicable fees are due in full no less than seven (7) days prior to the first requested reservation date. The fees are charged per season. There is one season each year for baseball and football. There are two seasons each year for softball (Spring/Summer) and soccer (Spring/Fall). The fees are payable to Roxborough Village Metropolitan District. No refunds will be issued for days in which the field was not used.

PERMIT CONDITIONS

The Permit holder agrees to comply with the District’s (to be attached hereto) **RESOLUTION ADOPTING RULES AND REGULATIONS FOR ROXBOROUGH VILLAGE METROPOLITAN DISTRICT PARKS AND OPEN SPACE PURSUANT TO SECTION 18-9-117 AND SECTION 32-1-1001, C.R.S.**

In addition, the following conditions shall also apply:

- i. Disorderly conduct and / or abusive language are prohibited and shall be cause for revocation of the Use Permit.
- ii. A copy of Use Permit must be in the possession of the resident coach and shown to District personnel upon request.
- iii. District parks and facilities are patrolled by local law enforcement agencies. Use of the facilities is subject to all applicable state and local laws and regulations.
- iv. This Use Permit is non-assignable.

VIOLATION OF ANY OF THE USE PERMIT CONDITIONS MAY RESULT IN IMMEDIATE REVOCATION OF THE USE PERMIT AND PERMIT HOLDER SHALL NOT BE ENTITLED TO A REFUND.

I have read, understand, fully agree with and accept all responsibility for the terms and conditions of this Use Permit.

Signature of Applicant _____
(Name of Organization)

Date _____

I have read, understand, fully agree with and accept all responsibility for the terms and conditions of this Use Permit.

Signature of Applicant _____
(Name of Organization)

Date _____

Roxborough Village Metropolitan District
Revocable Park Use Permit for Sport Fields
for Youth Sport Team/League Use
(To be completed by District office personnel)

Name of Organization: _____

Address of Organization: _____

Name of Park / Location: _____

Dates of Use: From _____ to _____

Days of Use: Sun. Mon. Tues. Wed. Thurs. Fri. Sat. (Circle all that apply)

Times of Use: From _____ to _____

Approved Disapproved Date _____

Fee:

Resident Team/League (\$25 weekday/ \$50 weekend - \$300 refundable damage deposit)

Non-Resident Team/League (\$25 weekday/ \$50 weekend - \$300 refundable damage deposit)

Cash Check # Other Total \$ _____

Special Conditions: _____

Signature

Title

Date

SPORT FIELDS RELEASE WAIVER AND INDEMNIFICATION
(PARENT/LEGAL GUARDIAN)

I, _____, am an adult signing on my own behalf and on behalf of my minor child/minor child _____ for whom I am the parent and/or legal guardian named who wishes to participate in sports activities on sport fields operated by Roxborough Village Metropolitan District, Douglas County, Colorado (the "District").

I recognize the possibility of physical injury associated with use of sports fields operated by the District and/or from participation in athletic activities including but not limited to soccer, football, baseball, and softball. I agree that my minor child, and I will abide by the Rules and Regulations of the District, and release the District from all liability for property damage and bodily injury, occurring directly or indirectly, in connection with such use of District property.

I RELEASE, INDEMNIFY AND HOLD HARMLESS the Roxborough Village Metropolitan District, its directors, employees, agents and subcontractors, from and against any and all claims, actions, causes of action, liabilities and suits resulting from my child's use of District property and/or participation in athletic activities on the District property.

I have read the Release Waiver and Indemnification and fully understand its content.

I acknowledge the receipt of a copy of the District Rules and Regulations.

 Parent's/Legal Guardian's Signature

 Date

 (Printed name of signer)

Name of Minor: _____

SPORT FIELDS RELEASE WAIVER AND INDEMNIFICATION
(COACH)

I, _____, wish to participate in sports activities on sport fields operated by Roxborough Village Metropolitan District, Douglas County, Colorado.

I recognize the possibility of physical injury associated with athletic activities including but not limited to soccer, football, baseball, and softball. I will abide by the Rules and Regulations of the District, and the Permit Conditions and release the District from all liability for property damage and bodily injury, occurring directly or indirectly, in connection with such use of District property.

I RELEASE, INDEMNIFY AND HOLD HARMLESS the Roxborough Village Metropolitan District its directors, employees, agents and subcontractors, from and against any and all claims, actions, causes of action, liabilities and suits as a result of my participation in athletic activities and use of the District property.

I have read this Release Waiver and Indemnification and fully understand its content.

UNDERSIGNED

_____ (signature)

_____ (Printed name of signer)

Title: _____

Date: _____

Address: _____

SPORT FIELDS RELEASE WAIVER AND INDEMNIFICATION
(ORGANIZATION)

I, _____, am authorized to sign this Release Waiver and Indemnification on behalf of _____ (name of organization) (“Organization”). The Organization accepts responsibility for all liability associated with the Organization’s use of the sport fields operated by the District, including, but not limited to any damage to District property and bodily injury, occurring directly or indirectly, in connection with such use of District property.

The Organization releases the District from all liability for property damage and bodily injury, occurring directly or indirectly, in connection with such use of District property. The Organization RELEASES, INDEMNIFIES AND HOLDS HARMLESS the Roxborough Village Metropolitan District its directors, employees, agents and subcontractors, from and against any and all claims, actions, causes of action, liabilities and suits as a result of the Organization’s and use of the District property.

UNDERSIGNED

_____ (Name of Organization)

By: _____ (signature)

_____ (Printed name of signer)

Title: _____

Date: _____

Address: _____

Roxborough Village Metropolitan District
8390 E. Crescent Pkwy., Suite 300
Greenwood Village, CO -80111-2814
303-779-~~5710~~4525
303-773-2050 (fax)

2022

**Application and Revocable Park Use Permit for Sport Fields for Youth
Sport Team ~~Practices, and~~/League Use, and ~~Sport Fields Release Waiver
and Indemnification~~**

Sport Fields Release Waiver and Indemnification

**Please complete the entire form and submit to Roxborough Village Metropolitan
District, Attention: ~~District Administrator~~Natalie Herschberg, 8390 E. Crescent
Pkwy., Suite 300, Greenwood Village, Colorado 80111 or via email at
~~info@roxboroughmetrodistrict.org~~.Natalie.Herschberg@CLAconnect.com**

**~~Only teams~~Teams/Leagues comprised of players not less than half of which are
residents of or attending schools within Roxborough Village Metropolitan District
("District") ~~may reserve~~will receive priority for reserving sport fields. At least one
team/league coach must be a resident of the District, who is not less than 21 years
of age. A resident coach must be present at all reserved times.**

_____ ~~Number of Resident Players~~
_____ ~~Number of Non-Resident Players~~

_____ Number of Resident Players
_____ Number of Non-Resident Players

Name of Organization: _____

Address of Organization: _____

Name of Park: _____ Community Park _____ Chatfield Farms

Dates of Use: -From _____ to _____

Days of Use: Sun. Mon. Tues. Wed. Thurs. _____ Fri. Sat. _____
(circle _____) (Circle all that apply)

Times of Use: _____ a.m./p.m. to _____

_____ a.m./p.m.

Resident Coach's Name: _____

Address: _____

Address: _____

Phone: -Office _____ Home

E-mail Address: _____

Additional Coach's Name: _____

Address: _____

Address: _____

Phone: -Office _____ Home

E-mail Address: _____

Age Group: _____ Male
_____ Female _____ Sport: _____

POLICY

Teams/Leagues may reserve ~~practice~~ times from 3:30 p.m. until dusk Monday through Saturday. No ~~practices~~ are permitted on Sunday. There is a \$25.00 per day fee for field use for weekdays and a \$50.00 per player fee for District day fee for field use for weekend use for teams/leagues comprised of players not less than half of which are residents (including students that attend or attending schools located within the District) ~~There is.~~ For teams/leagues that do not meet this resident threshold the fee shall be \$50.00 per day for field use for weekdays and a \$100.00 per day ~~fee~~ for field use for weekend use. A refundable damage deposit will be collected and held in the amount of \$300.00 ~~and \$5.00 per player (for resident), \$10.00 per player (teams/leagues and \$500 for non-resident) teams/leagues.~~ Once the fee and refundable damage deposit are made, the eligible team/league will receive the key to the sport's box.

Revocable Park Use Permits for Sport Fields for Youth Sport Team ~~Practices~~ ("Practice/League Use ("Use Permit") will be issued seasonally on a first come first serve basis starting February 15th ~~of each year. The following must be submitted in order to be considered for a Practice Permit:~~ of each year. The following must be submitted in order to be considered for a Use Permit:

- 1) A completed Application for Revocable Park Use Permit for Sport Fields for Youth Sport Team ~~Practices/League Use~~;
- 2) A formal roster of all team players with their addresses or addresses of schools they attend within the District;
- 3) A ~~-Sport -Fields -Release -Waiver -and -Indemnification -signed -by-~~ a parent or guardian for each player;
- 4) A Sport Fields Release Waiver and Indemnification signed by each coach;
- 5) A Sport Fields Release Waiver and Indemnification signed on behalf of the sponsoring organization.

The applicable fees are due in full no less than seven (7) days prior to the first requested reservation date. The fees are charged per season. There is one season each year for baseball and football. There are two seasons each year for softball (Spring/Summer) and soccer (Spring/Fall). The fees are payable to Roxborough Village Metropolitan District. No refunds will be issued for days in which the field was not used.

~~No refunds will be issued for days in which the field was not used.~~

PERMIT CONDITIONS

- ~~i. Motorized vehicles are prohibited (this includes vehicles for purposes of unloading or loading equipment) unless a prior written approval of the District is granted (for such purposes as dragging the infield with ATV).~~
- ~~ii. No commercial concessions may be operated, nor charge or donation requested of the public on the premises.~~
- ~~iii. Upon completion of each practice, the area shall be restored to a litter free condition. The applicant agrees to be responsible for costs incurred by the District for repairs or cleanup by the District necessitated by the team's use.~~
- ~~iv. Tents, booths, stands, awnings, canopies, or other structures are prohibited without the prior written approval of the District.~~
- ~~v. Destruction, damage, or removal of any vegetation or defacement of District property is prohibited. The applicant agrees to be responsible for all such damage.~~

The Permit holder agrees to comply with the District's (to be attached hereto) **RESOLUTION ADOPTING RULES AND REGULATIONS FOR ROXBOROUGH VILLAGE METROPOLITAN DISTRICT PARKS AND OPEN SPACE PURSUANT TO SECTION 18-9-117 AND SECTION 32-1-1001, C.R.S.**

In addition, the following conditions shall also apply:

- ~~vi.~~ i. Disorderly conduct and / or abusive language are prohibited and shall be cause for revocation of the PracticeUse Permit.
- ~~vii. Any machine or device for the purpose of amplification of human voice, music or any other sound is prohibited without the prior written approval of the District.~~
- ~~viii. No alcoholic beverages are permitted. Consumption of alcoholic beverages on the premises shall be cause for revocation of Practice Permit.~~
- ~~ix.~~ ii. A copy of PracticeUse Permit must be in the possession of the resident coach and shown to District personnel upon request.

~~x.~~ iii. District parks and facilities are patrolled by local law enforcement agencies. Use of the facilities is subject to all applicable state and local laws and regulations.

~~xi.~~ iv. This PracticeUse Permit is non-assignable.

VIOLATION OF ANY OF THE PRACTICEUSE PERMIT CONDITIONS MAY RESULT IN IMMEDIATE REVOCATION OF THE PRACTICEUSE PERMIT AND PERMIT HOLDER SHALL NOT BE ENTITLED TO A REFUND.

I have read, understand, fully agree with and accept all responsibility for the terms and conditions of this Use Permit.

Signature of Applicant

(Name of Organization)

Date _____

I have read, understand, fully agree with and accept all responsibility for the terms and conditions of this **PracticeUse** Permit.

Signature of Applicant—

(Name of Organization)

Date _____

Roxborough Village Metropolitan District
Revocable Park Use Permit for Sport
Fields for Youth Sport Team-
Practices/League Use
 (~~to~~To be completed by District office personnel)

Name of Organization: _____

Address of Organization: _____

Name of Park / Location: _____

Dates of Use: -From _____ to _____

Days of Use: Sun. Mon. Tues. Wed. Thurs. _____ Fri. Sat. _____ (~~circle~~ Circle
all that apply).

Times of Use: -From _____ to _____

Approved Disapproved Date _____

~~Fee: (\$5.00 / player for residents & \$10.00 / player for non-residents)~~

	<u>Non-</u>	<u>refundable damage deposit)</u>
<u>Fee:</u>	<u>Resident</u>	
<u>Resident Team/League</u>	<u>Team/League</u>	<input type="checkbox"/> Cash <input type="checkbox"/> Check #
<u>(\$25 weekday/ \$50 weekend</u>	<u>(\$25</u>	
<u>- \$300 refundable damage</u>	<u>weekday/ \$50</u>	
<u>deposit)</u>	<u>weekend -</u>	
	<u>\$300</u>	

|
|

 Other

 Tot
al \$

□ \$

Special Conditions: _____

Signature

Title

Date

SPORT FIELDS RELEASE WAIVER AND INDEMNIFICATION
(PARENT/LEGAL GUARDIAN)

I, _____, am an adult signing on my own behalf and on behalf of my minor ~~child/minor~~ ~~child~~ _____ for whom ~~I~~ ~~am~~ ~~the~~ ~~parent~~ and/or legal ~~guardian~~ named who wishes to participate in sports activities on sport fields operated by Roxborough Village Metropolitan District, Douglas County, Colorado (the "District").

I recognize the possibility of physical injury associated with use of sports fields operated by the District and/or from participation in athletic activities including but not limited to soccer, football, baseball, and softball. I agree that my minor child, and I will abide by the Rules and Regulations of the District, and release the District from all liability for property damage and bodily injury, occurring directly or indirectly, in connection with such use of District property.

I RELEASE, INDEMNIFY AND HOLD HARMLESS the Roxborough Village Metropolitan District, its directors, employees, agents and ~~subcontractors~~, from and against any and all claims, actions, causes of action, liabilities and suits resulting from my child's use of District property and/or participation in athletic activities on the District property.

I have read the Release Waiver and Indemnification and fully understand its content.

I acknowledge the receipt of a copy of the District Rules and Regulations.

~~I acknowledge the receipt of a copy of the District Rules and Regulations.~~

Parent's/Legal Guardian's Signature

Date

~~(printed~~

(Printed name of signer)

Name of Minor: _____

~~**SPORT FIELDS RELEASE WAIVER AND INDEMNIFICATION**~~
SPORT FIELDS RELEASE WAIVER AND INDEMNIFICATION
(COACH)

I, _____, wish to participate in sports activities on sport fields operated by Roxborough Village Metropolitan District, Douglas County, Colorado.

I recognize the possibility of physical injury associated with athletic activities including but not limited to soccer, football, baseball, and softball. I will abide by the Rules and Regulations of the District, and the Permit Conditions and release the District from all liability for property damage and bodily injury, occurring directly or indirectly, in connection with such use of District property.

I RELEASE, INDEMNIFY AND HOLD HARMLESS the Roxborough Village Metropolitan District its directors, employees, agents and subcontractors, from and against any and all claims, actions, causes of action, liabilities and suits as a result of my participation in athletic activities and use of the District property.

I have read this Release Waiver and Indemnification and fully understand its content.

UNDERSIGNED

_____ (signature)

_____ ~~(printed~~ (Printed name of signer)-

Title: _____

Date: _____

Address: _____

SPORT FIELDS RELEASE WAIVER AND INDEMNIFICATION

SPORT FIELDS RELEASE WAIVER AND INDEMNIFICATION
(ORGANIZATION)

I, _____, am authorized to sign this Release Waiver and Indemnification on behalf of _____ (name of organization) (“Organization”). The Organization accepts responsibility for all liability associated with the Organization’s use of the sport fields operated by the District, including, but not limited to any damage to District property and –bodily injury, occurring directly or indirectly, in connection with such use of District property.

The Organization releases the District from all liability for property damage and bodily injury, occurring directly or indirectly, in connection with such use of District property. The –Organization –RELEASES, –INDEMNIFIES –AND –HOLDS –HARMLESS –the Roxborough Village Metropolitan District its directors, employees, agents and subcontractors, from and against any and all claims, actions, causes of action, liabilities and suits as a result of the Organization’s and use of the District property.

UNDERSIGNED

_____ (Name of Organization)

By: _____ (signature)

_____ –(printed Printed name of signer)–

Title: _____

Date: _____

Address: _____

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

A RESOLUTION AMENDING THE RULES AND REGULATIONS

The Board of Directors (the “Board”) of the Roxborough Village Metropolitan District (the “District”) has previously adopted rules and regulations for the District (“Rules and Regulations”) to govern the control, management and operations of the District.

Pursuant to C.R.S. §32-1-1001(1)(m), the Board has the power for and on behalf of the District to adopt, amend, and enforce rules and regulations not in conflict with the constitution and laws of this state for carrying on the business, objects, and affairs of the Board and of the District.

WHEREAS, at the Board meeting on May 17, 2022, the Board discussed amendments to the existing Rules and Regulations.

The Board has determined that it is in the best interest of the customers of the District to amend the Rules and Regulations.

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

The following Sections of the Rules and Regulations shall be amended as stated in the attached, and a copy of the full Amended Rules and Regulations are attached hereto as **Exhibit A**:

Section 1.3, 1.4, 1.13, 1.14, 1.20, 1.22, 1.25, 1.28, 1.30, 1.31 and Civil Remedies.

Upon motion, the Board unanimously voted to amend the Rules and Regulations to effect the same, as stated above. A copy of the amended Rules and Regulations, effective date of June 21, 2022 is attached hereto as **Exhibit A**.

APPROVED AND ADOPTED this _____ day of _____, 20____.

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

By: _____
Mat Hart, President

ATTEST:

By: _____
Travis Jensen, Secretary

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

**A RESOLUTION ADOPTING RULES AND REGULATIONS FOR
ROXBOROUGH VILLAGE METROPOLITAN DISTRICT PARKS AND OPEN
SPACE PURSUANT TO SECTION 18-9-117 AND SECTION 32-1-1001, C.R.S.**

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 and regulations pertaining to the use of the District's parks, trails and open space, in order to maintain, preserve and protect public property and facilities owned and/or operated by the District, and prohibit activities that substantially interfere with the use and enjoyment of such public use areas.

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, pursuant to Section 32-1-1001 (n), C.R.S., the District is authorized to have and exercise all rights and powers necessary or incidental to or implied from the specific powers granted to the District by Article 32, C.R.S.

WHEREAS, pursuant to Section 32-1-1001 (j)(I), C.R.S., the District is authorized to fix and from time to time increase or decrease fees, rates, tolls, penalties or charges for services, programs, or facilities furnished by the special district. Until paid, all such fees, rates, tolls, penalties, or charges shall constitute a perpetual lien on and against the property served, and any such lien may be foreclosed in the same manner as provided by the laws of Colorado for the foreclosure of mechanics' liens.

WHEREAS, pursuant to Section 18-9-117 (1), C.R.S., in addition to any authority granted by any other law, the District may adopt orders, rules and regulations as are reasonably necessary for the administration, protection, and maintenance of public property under its control, management, or supervision, regarding preservation of property, vegetation, wildlife, restriction or limitation of the use of such public property, necessary sanitation, health, and safety measures, camping and picnicking, public meeting and other individual or group usages, prohibition of activities or conduct on public property, use of all vehicles, and control and limitations of fires or other regulation of fires.

WHEREAS, pursuant to Section 18-9-117 (2), C.R.S., such limitations or prohibitions must be prominently posted at all public entrances to such property or notice must first be given

by an officer or agency, or by any law enforcement officer having jurisdiction or authority to enforce the limitations or prohibitions.

WHEREAS, "Parks or Open Space" shall mean all public recreational lands, trails, waters, buildings, structures, roads, parking lots and facilities located on such lands owned and/or operated by the District.

WHEREAS, the Board has determined it is in the best interest of the residents of the District to adopt the following Rules and Regulations, pertaining to the use of the District's Parks or Open Space.

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

Section 1: The following Rules and Regulations are hereby approved and it shall be unlawful for any person:

- 1.1 To enter, use, or occupy any Parks or Open Space, or any portion thereof, during the time such Parks or Open Space, or any portions thereof, are closed to entry, use or occupancy, including seasonal closures, unless approved in writing by the District Manager, or such other person as may be appointed in writing by the Board.
- 1.2 To remove, destroy, deface or damage any building, structure, facility, sign, vegetation, rock, or other object located within any Parks or Open Space.
- 1.3 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. Temporary canopies or shade devices shall be permitted for daily use provided that they are secured, not left unattended, and do not interfere with others' use and enjoyment of park or open space facilities or amenities.
- 1.4 To have any glass container within any Parks or Open Space, deposit or leave any refuse, trash, litter, household or construction debris, or commercial garbage or trash, including but not limited to brush, lawn trimmings, and Christmas trees, in or upon any Parks or Open Space except by depositing such refuse, trash, debris and litter in refuse receptacles specifically designated for such purpose by the District.
- 1.5 To build, start, or light any fire of any nature in an outdoor fireplace grill or camp stove, or any other place whatsoever, even within designated areas, within any Parks or Open Space at any time when such fires are banned due to fire danger in the District or neighboring areas.
- 1.6 To feed, hunt, trap, catch, molest, take, harass, harm or kill any wild animal, bird, reptile or amphibian or to disturb their habitat within any Parks or Open Space.

- 1.7 To plant any tree, shrub, plant or other vegetation without written approval of the District Manager.
- 1.8 To have within any Parks or Open Space any animals except domestic pets (dogs or cats). All domestic pets shall be restrained by means of a leash, cord, rope or chain under the physical control of a person. It is prohibited to allow domestic pets to harm, kill, chase, or otherwise harass any wild animal, bird, fish, reptile or amphibian within any Parks or Open Space.
 - 1.8.1 To have vicious dogs, as the term is defined in Douglas County Resolution No. R- 998-100 (Control and Licensing of Dogs and Pet Animals), as authorized pursuant to Section 30-15-101(1)(a)(III), C.R.S., within any Parks or Open Space.
 - 1.8.2 To leave any domestic pet unattended within any Parks or Open Space.
 - 1.8.3 For any person who brings a domestic pet into any Parks or Open Space to not pick up and dispose of the animal's excrement in designated refuse receptacles.
- 1.9 To relocate or release animals, fish, birds or insects onto any Parks or Open Space without written approval of the District Manager
- 1.10 To possess, use, cock, aim, or discharge any firearm, including but not limited to B-B guns, pellet guns, paint ball guns, and air guns onto or within any Parks or Open Space.
- 1.11 To possess, use, draw, discharge any archery equipment, including but not limited to bows, longbows, crossbows, arrows, darts, and bolts onto or within any Parks or Open Space.
- 1.12 To possess, use or discharge any device capable of discharging any projectile by any means whatsoever, including but not limited to slingshots and wrist rockets onto or within any Parks or Open Space.
- 1.13 To ignite any model rocket within any Parks or Open Space except for school or organized clubs provided they have received approval in writing from the District Manager and agree to comply with all District rules and regulations for parks and open spaces and with any additional conditions set forth within such approval and in accordance with current Federal Aviation Administration regulations and by following the safety guidelines of an organization such as the National Association of Rocketry. Model rocketry is prohibited during fire bans.
- 1.14 To launch or operate any Unmanned Aircraft System (UAS), including model airplanes and drones, except in accordance with current Federal Aviation Administration regulations and by following the safety guidelines of an organization such as the Academy of Model Aeronautics. Never fly over any person or moving vehicle, within 25 feet of any person, or over areas without a direct line of sight. Never operate UAS in a careless or reckless

manner, or in any way that may cause a nuisance to other persons; such operation may result in criminal or civil penalties. All UAS operations are prohibited during fire bans.

- 1.15 To use, ignite, or fire any fireworks or explosives, onto or within any Parks or Open Space.
- 1.16 To golf or hit golf balls onto or within any Parks or Open Space.
- 1.17 To operate any motorized vehicle within any Parks or Open Space, except on public roads or within public parking areas. Emergency, maintenance, and patrol vehicles are specifically excluded.
- 1.18 To park vehicles, trailers, or campers within any Parks or Open Space except within designated parking lots, and only between the hours of 6:00 a.m. and 10:00 p.m.
- 1.19 To camp within any Parks or Open Space.
- 1.20 No semi or commercial trucks may be parked within any Parks or Open Space or any parking lots within any Parks or Open Space except for any such commercial vehicle that has a valid permit pursuant to the District Food Truck Application and Contract Application.
- 1.21 To enter, use, or occupy any Parks or Open Space between 10:00 p.m. and 6:00 a.m.
- 1.22 To swim, wade, or operate any boat or other flotation device in waters located within any Parks or Open Space except for authorized personnel maintaining such waters.
- 1.23 To engage in any activity within any Parks or Open Space that unreasonably endangers the health, safety, and welfare of any person, animal or property.
- 1.24 To engage in disorderly conduct (as defined in Section 18-9-106 (1), C.R.S.) within any Parks or Open Space.
- 1.25 To carry, possess or consume alcoholic beverages other than fermented malt beverage or vinous liquor (private/personal use only). Any event providing such alcoholic beverages must be approved in writing by the District Manager and approval is conditioned on all required licenses and permits being issued by all state and local liquor licensing authorities. All state and local laws for alcohol possession and consumption apply at all times. No alcoholic beverages are allowed on any field or playing surface within the District, including softball field, soccer field, tennis courts, basketball courts, volleyball courts, skate park, or immediate playground areas.
- 1.26 To walk, run, jog, hike, or bicycle within any Parks or Open Space except on a designated trail for such use. Maximum trail speed for bicyclists is 15 mph.

- 1.27 To amplify sound by any means within any Parks or Open Space, without written approval of the District Manager.
- 1.28 To build, or place any kind of structure, fence, tree house, rope or other swing within any Parks or Open Space. Temporary canopies or shade devices shall be permitted for daily use provided that they are secured, not left unattended and do not interfere with others' use and enjoyment of park or open space facilities or amenities.
- 1.29 To interfere or attempt to interfere with any authorized law enforcement, County or District personnel or to give false or misleading information with the intent to mislead said persons in the performance of their duties.
- 1.30 To fish without a valid permit, issued by the District Manager.
- 1.31 To have or engage in any commercial concession enterprise or operation, nor charge or request a donation within any District Park or Open Space except as provided for in the District Food Truck Application and Contract Application. This provision does not prohibit any club, non-profit or charitable organization, or activity that has received a permit for the use of any park or open space from engaging in any such activity for not-for-profit provided such permit expressly permits such limited activity and the permit holder agrees to adhere to all District rules and regulations of park and open spaces and state of local laws governing such activity.

Section 2: The Board hereby approves that the Parks and Open Space Rules described on Exhibit A attached hereto, be posted at all public entrances to the District's Parks and Open Space.

Section 3: The Board hereby authorizes the District Manager to grant written variances for good cause shown to any one or more of these Parks and Open Space Rules and Regulations.

Section 4: Violators of any of the above Parks and Open Space Rules and Regulations shall be subject to criminal and civil penalties.

Criminal Remedies: Pursuant to Section 18-9-117 (3)(a) and (b), C.R.S., when said rules and regulations have been prominently posted as required by Section 18-9-117 (2), C.R.S., any violation of the Parks and Open Space Rules and Regulations is unlawful and violators shall be subject to criminal penalties enforceable by the Douglas County Sheriff's Office or authorized county enforcement personnel who have been designated pursuant to Section 29-7-101 (3)(a), C.R.S.

Civil Remedies: A violation of any Parks or Open Space Rules and Regulations that have been prominently posted, is subject to any and all civil remedies available to the District under Title 32, C.R.S. or other applicable laws, including the imposition of fines, penalties, charges, costs and attorney fees incurred by the District with respect to any damages or other losses sustained by the District because of the violation of any of the Parks and Open Space Rules and Regulations. Such fines, penalties, charges, costs and attorney's fees shall be assessed against

the owners of any real property located within the District, on which a violator of the Parks and Open Space Rules and Regulations resides on a permanent or temporary basis.

The District may collect such fines, penalties, charges, costs and attorneys' fees it incurs by any means authorized by law. Until paid, such fines, penalties, charges, costs and attorneys' fees shall constitute a perpetual lien on and against such real property which lien may be foreclosed in any manner as authorized by the laws of the State of Colorado.

APPROVED AND ADOPTED this ____ day of _____, 20 __, by a vote of ____ for and ____ against.

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

By: _____
Mat Hart, President

ATTEST:

By: _____
Travis Jensen, Secretary

EXHIBIT A
ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
PARKS AND OPEN SPACE RULES

- Parks and Open Space are open 6:00 a.m. to 10:00 p.m.
- Only domestic pets (dogs and cats) are permitted, which must be leashed, and their waste picked up and properly disposed of
- Shelter/field use is subject to prior reservation
- Alcohol beverages allowed are fermented malt beverages and vinous liquor
- Walking, jogging, running, hiking and biking on designated trails only
- Maximum trail speed for bicyclists is 15 mph
- Vehicles, trailers or campers may be parked only at designated parking lots between 6:00 a.m. and 10:00 p.m.
- Fishing only with a valid permit issued annually by the District Manager

PROHIBITED

- Unauthorized motorized vehicles
- Overnight parking of vehicles, trailers or campers between 10:00 p.m. and 6:00 a.m.
- Semi or commercial trucks within any Parks or Open Space or parking lots at any time except permitted Food Trucks
- Camping
- Littering/dumping/any glass containers
- Fires
- Fireworks
- Firearms and archery
- Model rockets and airplanes, except in accordance with FAA regulations and safety guidelines of the AMA/NRA or as provided for in rules and regulations
- Amplified sound
- Hitting golf balls
- Construction of any kind of road, trail, sign, tree house, rope or other swing, fence, marker, or any other structure or improvement
- Planting trees, shrubs, plants or other vegetation
- Swimming, wading, or boating
- Disorderly conduct
- Misuse of public property
- Harassment of wildlife
- All animals except leashed domestic pets (dogs and cats)
- Relocating or releasing animals, fish or insects

To report violations or accidents call 911 and provide specific location

Full text of the Resolution Adopting Rules and Regulations can be obtained from the District Manager at (303) 779-4525.

Parks and Open Space Rules are enforced as authorized by Colorado Revised Statutes Sections 18-9-117, 29-7-101, and 32-1-1001.

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

**A RESOLUTION ADOPTING RULES AND REGULATIONS FOR ROXBOROUGH
VILLAGE METROPOLITAN DISTRICT PARKS AND OPEN SPACE PURSUANT
TO SECTION 18-9-117 AND SECTION 32-1-1001, C.R.S.**

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 and regulations pertaining to the use of the District's parks, trails and open space, in order to maintain, preserve and protect public property and facilities owned and/or operated by the District, and prohibit activities that substantially interfere with the use and enjoyment of such public use areas.

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, pursuant to Section 32-1-1001 (n), C.R.S., the District is authorized to have and exercise all rights and powers necessary or incidental to or implied from the specific powers granted to the District by Article 32, C.R.S.

WHEREAS, pursuant to Section 32-1-1001 (j)(I), C.R.S., the District is authorized to fix and from time to time increase or decrease fees, rates, tolls, penalties or charges for services, programs, or facilities furnished by the special district. Until paid, all such fees, rates, tolls, penalties, or charges shall constitute a perpetual lien on and against the property served, and any such lien may be foreclosed in the same manner as provided by the laws of Colorado for the foreclosure of mechanics' liens.

—WHEREAS, pursuant to Section 18-9-117 (1), C.R.S., in addition to any authority granted by any other law, the District may adopt orders, rules and regulations as are reasonably necessary for the administration, protection, and maintenance of public property under its control, management, or supervision, regarding preservation of property, vegetation, wildlife; restriction or limitation of the use of such public property; necessary sanitation, health, and safety measures; camping and picnicking, public meeting and other individual or group usages; prohibition of activities or conduct on public property; use of all vehicles; and control and limitations of fires or other regulation of fires.

WHEREAS, pursuant to Section 18-9-117 (2), C.R.S., such limitations or prohibitions must be prominently posted at all public entrances to such property or notice must first be given by an officer or agency, or by any law enforcement officer having jurisdiction or authority to enforce the limitations or prohibitions.

WHEREAS, "Parks or Open Space" shall mean all public recreational lands, trails, waters, buildings, structures, roads, parking lots and facilities located on such lands owned and/or operated by the District.

WHEREAS, the Board has determined it is in the best interest of the residents of the District to adopt the following Rules and Regulations, pertaining to the use of the District's Parks or Open Space.

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

Section 1: The following Rules and Regulations are hereby approved and it shall be unlawful for any person:

1.1 ~~1.1~~ To enter, use, or occupy any Parks or Open Space, or any portion thereof, during the time such Parks or Open Space, or any portions thereof, are closed to entry, use or occupancy, including seasonal closures, unless approved in writing by the District Manager, or such other person as may be appointed in writing by the Board.

1.2 ~~1.2~~ To remove, destroy, deface or damage any building, structure, facility, sign, vegetation, rock, or other object located within any Parks or Open Space.

1.3 ~~1.3~~ 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. Temporary canopies or shade devices shall be permitted for daily use provided that they are secured, not left unattended, and do not interfere with others' use and enjoyment of park or open space facilities or amenities.

1.4 ~~1.4~~ To have any glass container within any Parks or Open Space, deposit or leave any refuse, trash, litter, household or construction debris, or commercial garbage or trash, including but not limited to brush, lawn trimmings, and Christmas trees, in or upon any Parks or Open Space except by depositing such refuse, trash, debris and litter in refuse receptacles specifically designated for such purpose by the District.

1.5 ~~1.5~~ — To build, start, or light any fire of any nature in an outdoor fireplace grill or camp stove, or any other place whatsoever, even within designated areas, within any Parks or Open Space at any time when such fires are banned due to fire danger in the District or neighboring areas.

1.6 ~~1.6~~ — To feed, hunt, trap, catch, molest, take, harass, harm or kill any wild animal, bird, reptile or amphibian or to disturb their habitat within any Parks or Open Space.

1.7 ~~1.7~~ — To plant any tree, shrub, plant or other vegetation without written approval of the District Manager.

1.8 To have within any Parks or Open Space any animals except domestic pets (dogs or cats). All domestic pets shall be restrained by means of a leash, cord, rope or chain under the physical control of a person. It is prohibited to allow domestic pets to harm, kill, chase, or otherwise harass any wild animal, bird, fish, reptile or amphibian within any Parks or Open Space.

1.8.1 To have vicious dogs, as the term is defined in Douglas County Resolution No. R-998-100 (Control and Licensing of Dogs and Pet Animals), as authorized pursuant to Section 30-15-101(1)(a)(III), C.R.S., within any Parks or Open Space.

1.8.2 To leave any domestic pet unattended within any Parks or Open Space.

1.8.3 For any person who brings a domestic pet into any Parks or Open Space to not pick up and dispose of the animal's excrement in designated refuse receptacles.

1.9 ~~1.9~~ — To relocate or release animals, fish, birds or insects onto any Parks or Open Space without written approval of the District Manager.

1.10 ~~1.10~~ — To possess, use, cock, aim, or discharge any firearm, including but not limited to B-B guns, pellet guns, paint ball guns, and air guns onto or within any Parks or Open Space.

1.11 ~~1.11~~ — To possess, use, draw, discharge any archery equipment, including but not limited to bows, longbows, crossbows, arrows, darts, and bolts onto or within any Parks or Open Space.

1.12 ~~1.12~~—To possess, use or discharge any device capable of discharging any projectile by any means whatsoever, including but not limited to slingshots and wrist rockets onto or within any Parks or Open Space.

1.13 ~~1.13~~—~~To ignite any model rocket within any Parks or Open Space; or to~~To ignite any model rocket within any Parks or Open Space except for school or organized clubs provided they have received approval in writing from the District Manager and agree to comply with all District rules and regulations for parks and open spaces and with any additional conditions set forth within such approval and in accordance with current Federal Aviation Administration regulations and by following the safety guidelines of an organization such as the National Association of Rocketry. Model rocketry is prohibited during fire bans.

1.14 ~~To~~ launch or operate any Unmanned Aircraft System (UAS), including model airplanes and drones, except in accordance with current Federal Aviation Administration regulations and by following the safety guidelines of an organization such as the Academy of Model Aeronautics. ~~Never fly over any person or moving vehicle, or within 25 feet of any person,~~ or over areas without a direct line of sight. Never operate UAS in a careless or reckless manner, or in any way that may cause a nuisance to other persons; such operation may result in criminal or civil penalties. All UAS operations are prohibited during fire bans.

1.15 ~~1.14~~—To use, ignite, or fire any fireworks or explosives, onto or within any Parks or Open Space.

1.16 ~~1.15~~—To golf or hit golf balls onto or within any Parks or Open Space.

1.17 ~~1.16~~—To operate any motorized vehicle within any Parks or Open Space, except on public roads or within public parking areas. Emergency, maintenance, and patrol vehicles are specifically excluded.

1.18 ~~1.17~~—To park vehicles, trailers, or campers within any Parks or Open Space except within designated parking lots, and only between the hours of 6:00 a.m. and 10:00 p.m.

1.19 ~~1.18~~—To camp within any Parks or Open Space.

1.20 ~~1.19~~—No semi or commercial trucks may be parked within any Parks or Open Space or any parking lots within any Parks or Open Space—except for any such commercial vehicle that has a valid permit pursuant to the District Food Truck Application and Contract Application.

1.21 ~~1.20~~—To enter, use, or occupy any Parks or Open Space between 10:00 p.m. and 6:00 a.m.

1.22 ~~1.21~~—To swim, wade, or operate any boat or other flotation device in waters located within any Parks or Open Space. except for authorized personnel maintaining such waters.

1.23 ~~1.22~~—To engage in any activity within any Parks or Open Space that unreasonably endangers the health, safety, and welfare of any person, animal or property.

1.24 ~~1.23~~—To engage in disorderly conduct (as defined in Section 18-9-106 (1), C.R.S.) within any Parks or Open Space.

1.25 ~~1.24~~—To carry, possess or consume alcoholic beverages within any Parks other than fermented malt beverage or Open Space, without written approval of vinous liquor (private/personal use only). Any event providing such alcoholic beverages must be approved in writing by the District Manager, and unless approval is conditioned on all required licenses and permits have been being issued by all state and local liquor licensing authorities. All state and local laws for alcohol possession and consumption apply at all times. No alcoholic beverages are allowed on any field or playing surface within the District, including softball field, soccer field, tennis courts, basketball courts, volleyball courts, skate park, or immediate playground areas.

1.26 ~~1.25~~—To walk, run, jog, hike, or bicycle within any Parks or Open Space except on a designated trail for such use. Maximum trail speed for bicyclists is 15 mph.

1.27 ~~1.26~~—To amplify sound by any means within any Parks or Open Space, without written approval of the District Manager.

1.28 ~~1.27~~—To build, or place any kind of structure, fence, tree house, rope or other swing within any Parks or Open Space. Temporary canopies or shade devices shall be permitted for daily use provided that they are secured, not left unattended and do not interfere with others' use and enjoyment of park or open space facilities or amenities.

1.29 ~~1.28~~—To interfere or attempt to interfere with any authorized law enforcement, County or District personnel or to give false or misleading information with the intent to mislead said persons in the performance of their duties.

1.30 ~~1.29~~—To fish without a valid permit, issued annually through by the District Manager.

1.31 To have or engage in any commercial concession enterprise or operation, nor charge or request a donation within any District Park or Open Space except as provided for in the District Food Truck Application and Contract Application. This provision does not prohibit any club, non-profit or charitable organization, or activity that has received a permit for the use of any park or open space from engaging in any such activity for not-for-profit provided such permit expressly permits such limited activity and the permit holder agrees to adhere to all District rules and regulations of park and open spaces and state of local laws governing such activity.

Section 2: The Board hereby approves that the Parks and Open Space Rules described on Exhibit A attached hereto, be posted at all public entrances to the District's Parks and Open Space.

Section 3: The Board hereby authorizes the District Manager to grant written variances for good cause shown to any one or more of these Parks and Open Space Rules and Regulations.

Section 4: Violators of any of the above Parks and Open Space Rules and Regulations shall be subject to criminal and civil penalties.

Criminal Remedies: Pursuant to Section 18-9-117 (3)(a) and (b), C.R.S., when said rules and regulations have been prominently posted as required by Section 18-9-117 (2), C.R.S., any violation of the Parks and Open Space Rules and Regulations is unlawful and violators shall be subject to criminal penalties enforceable by the Douglas County Sheriff's Office or authorized county enforcement personnel who have been designated pursuant to Section 29-7-101 (3)(a), C.R.S.

Civil Remedies: A violation of any Parks or Open Space Rules and Regulations that have been prominently posted, is subject to any and all civil remedies available to the District under Title 32, C.R.S. or other applicable laws, including the imposition of fines, penalties, charges, costs and attorney fees incurred by the District with respect to any damages or other losses sustained by the District because of the violation of any of the Parks and Open Space Rules and Regulations. Such fines, penalties, charges, costs and ~~attorneys~~attorney's fees shall be assessed against the owners of any real property located within the District, on which a violator of the Parks and Open Space Rules and Regulations resides on a permanent or temporary basis.

The District may collect such fines, penalties, charges, costs and attorneys' fees it incurs by any means authorized by law. Until paid, such fines, penalties, charges, costs and attorneys' fees shall constitute a perpetual lien on and against such real property which lien may be foreclosed in any manner as authorized by the laws of the State of Colorado.

APPROVED AND ADOPTED this ____ day of _____, 20__, 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~~ Mat Hart, President

ATTEST:

By: _____
~~Edward Wagner~~ Travis Jensen, Secretary

EXHIBIT A

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT

PARKS AND OPEN SPACE RULES

- Parks and Open Space are open 6:00 a.m. to 10:00 p.m.
- Only domestic pets (dogs and cats) are permitted, which must be leashed, and their waste picked up and properly disposed of
- Shelter/field use is subject to prior reservation
- Alcohol beverages allowed ~~only upon written approval of District Manager~~ are fermented malt beverages and vinous liquor
- Walking, jogging, running, hiking and biking on designated trails only
- Maximum trail speed for bicyclists is 15 mph
- Vehicles, trailers or campers may be parked only at designated parking lots between 6:00 a.m. and 10:00 p.m.
- Fishing only with a valid permit issued annually by the District Manager

PROHIBITED

- Unauthorized motorized vehicles
- Overnight parking of vehicles, trailers or campers between 10:00 p.m. and 6:00 a.m.
- Semi or commercial trucks within any Parks or Open Space or parking lots at any time except permitted Food Trucks
- Camping
- Littering/dumping/any glass containers
- Fires
- Fireworks
- Firearms and archery

- Model rockets and airplanes, except in accordance with FAA regulations and safety guidelines of the AMA/NRA or as provided for in rules and regulations
- Amplified sound
- Hitting golf balls
- Construction of any kind of road, trail, sign, tree house, rope or other swing, fence, marker, or any other structure or improvement
- Planting trees, shrubs, plants or other vegetation
- Swimming, wading, or boating
- Disorderly conduct
- Misuse of public property
- Harassment of wildlife
- All animals except leashed domestic pets (dogs and cats)
- Relocating or releasing animals, fish or insects

To report violations or accidents call 911 and provide specific location

Full text of the Resolution Adopting Rules and Regulations can be obtained from the District Manager at (303) 779-4525.

Parks and Open Space Rules are enforced as authorized by Colorado Revised Statutes Sections 18-9-117, 29-7-101, and 32-1-1001.



Estimate By: Ermilo Chavez
 990 S. Garrison St
 Lakewood, CO 80226
 Cell No. 720-308-2926

Client Name / Address		Date: 06/06/2022	Estimate No. E2021401R2	
Roxborough Village Metro District Attn: Scott Barnett P.E. 8390 E. Crescent Parkway, Suite 500 Greenwood Village, CO 80111		Project Location: Roxborough Intermediate School - Greenhouse Littleton, CO 80125		
Task Description		Qty	Rate	Amount
1. Concrete Foundation - excavate to below frost line, 3ft minimum below grade x 8" thickness. Form a rectangular ring foundation with outside dimensions of 174" x 361 7/16". Wall above grade shall be 6" max. x 8" thickness. Install #4 horizontal and vertical steel bars. Place new concrete using 4,000 psi with a vibrator for good consolidation.			LS \$	12,722.00
2. Background Check Verification Expenses - includes labor expenses for sending each employee to provide fingerprinting and processing fees.			LS \$	2,765.00
3. Mobilization & General Conditions			LS \$	1,150.00
		Total Project Estimate		\$ 16,637.00
Estimate Notes:				
1. Permitting or testing fees of any type are excluded from this estimate.				
2. All quantities are estimated. Invoicing will be based on actual quantities used or installed.				
3. Bond is not included in this estimate.				

Approval Signature:

 Scott Barnett

 Date of Acceptance

RESOLUTION NO. 2022-6-____
OF THE BOARD OF DIRECTORS OF
ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
DOUGLAS COUNTY, COLORADO

A RESOLUTION APPROVING INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ROXBOROUGH VILLAGE METROPOLITAN DISTRICT AND THE DOUGLAS
COUNTY SCHOOL DISTRICT AND FIRST AMENDMENT TO
INTERGOVERNMENTAL AGREEMENT BETWEEN THE ROXBOROUGH VILLAGE
METROPOLITAN DISTRICT AND THE DOUGLAS COUNTY SCHOOL DISTRICT

The Roxborough Village Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), entered into an agreement effective April 19, 2022, with Douglas County School District (“DCSD”), attached hereto as Schedule A, and an Amendment to same is attached hereto as Schedule B, (the “Agreement”); and

The District and DCSD will participate in the operation of a greenhouse that can mutually benefit the students of DCSD and the residents of the District by providing experience and instruction to students relative to growing plants and trees and to produce plants and trees for planting within District boundaries; and

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

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

APPROVED AND ADOPTED this 21st day of June, 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: _____
Mat Hart, President

ATTEST:

By: _____
Travis Jensen, Secretary

SCHEDULE A

Intergovernmental Agreement between Roxborough Village Metropolitan District and Douglas
County School District

**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 RMVD 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 300
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**

DocuSigned by:
By: Calvin Brown
Name: Calvin Brown
Title: Board President
Date: 4/22/2022

ATTEST:
DocuSigned by:
By: Ed Wagner
Name: Ed Wagner
Title: Secretary

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

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: Mike Peterson
Name: Mike Peterson
Title: Board President
Date: April 26, 2022

ATTEST:

By: Becky Myers
Name: Becky Myers
Title: Board Secretary





VIII

Village Cir E

Village Cir E

Village Cir E

Village Cir E

hollingsworth pack **■** austin

civil engineering
structural engineering
construction management
environmental engineering

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

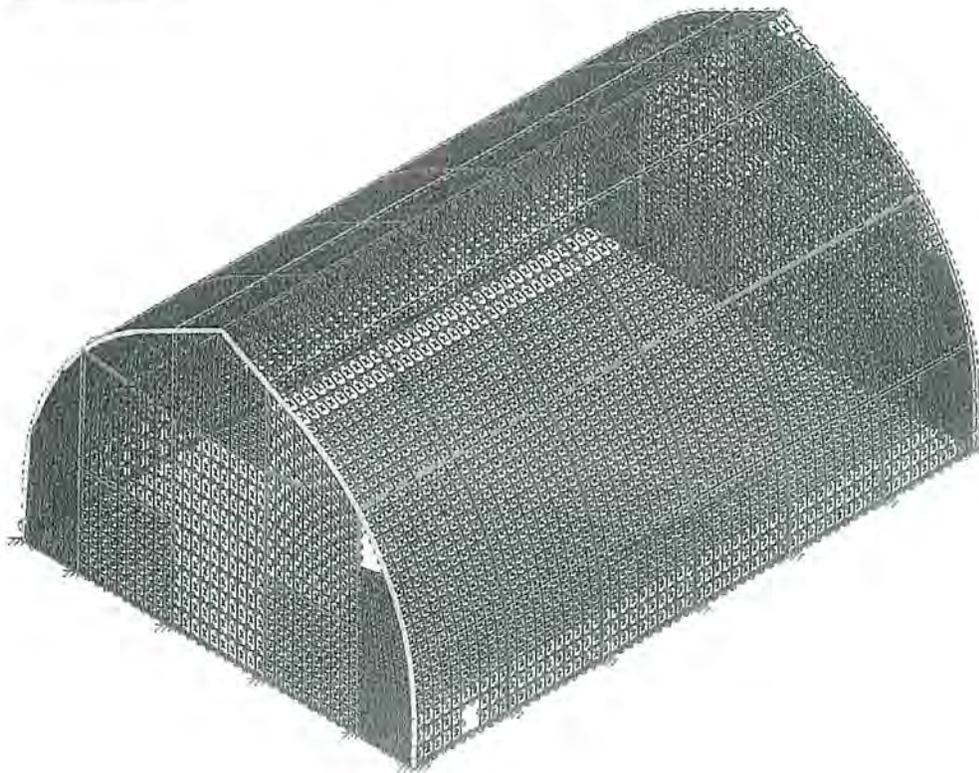


hollingsworth pack **┃ austin**

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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.

Superintendent File: KFAA

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

Superintendent File: KFAA

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

SCHEDULE B

First Amendment to Intergovernmental Agreement between Roxborough Village Metropolitan District and the Douglas County School District

**FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
AND THE DOUGLAS COUNTY SCHOOL DISTRICT**

THIS FIRST AMENDMENT TO 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 shall be referred to jointly as the “Parties”; and

WHEREAS, the Parties have entered into the Intergovernmental Agreement in April, 2022; and

WHEREAS, the Parties desire to amend the Agreement to modify Paragraph 9 addressing the insurance obligations of the Parties.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in the Intergovernmental Agreement and herein, RVMD and DCSD agree to amend the Agreement as follows:

A. The Parties agree to replace Paragraph 9 of the Agreement in its entirety with the following:

9. **Insurance**.

Commencing on the Effective Date and throughout the term of this Agreement, RVMD and DCSD shall maintain insurance policies in the amounts and types described below (the “Insurance”), at its own expense, and each shall provide the other with evidence thereof in the form of a certificate of insurance no later than July 1 during the effective term of the 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.

B. All other terms and conditions of the Agreement are hereby affirmed and ratified.

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

<p>ROXBOROUGH VILLAGE METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado</p> <p>By: _____ Name: _____ Title: _____ Date: _____</p> <p>THE DOUGLAS COUNTY SCHOOL DISTRICT RE-1,</p> <p>By: _____ Name: _____ Title: _____ Date: _____</p>

Herschberg, Natalie

To: Jones, Anna; Carlson, Nicholas
Cc: DAmato, Shauna
Subject: RE: [External] Roxborough Village MD // Annual Roxborough Music Festival September 9 & 10

From: Chad Bergman <Chad.Bergman@movement.com>
Sent: Tuesday, May 24, 2022 8:10 AM
To: Carlson, Nicholas <Nicholas.Carlson@claconnect.com>; rebecca.gianarkis@claconnect.com
Cc: Chad Bergman <Chad.Bergman@movement.com>; degrande@aol.com
Subject: RE: [External] Roxborough Village MD // Annual Roxborough Music Festival September 9 & 10

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

Hello Nic and Rebecca,

I wanted to reach out regarding the Annual Roxborough Music Festival which is being held September 9 & 10th this year. We are in the process of updating our Event sponsorship levels, but below is a what we had last year which won't change much. Is there a day/time we can get on a zoom call with Kim DeGrande the event coordinator to discuss more?

Thank you for your support!

Chad Bergman
303-875-22440

From: Chad Bergman <Chad.Bergman@movement.com>
Sent: Friday, August 6, 2021 10:48 AM
To: Carlson, Nicholas <Nicholas.Carlson@claconnect.com>
Cc: Chad Bergman <Chad.Bergman@movement.com>
Subject: RE: [External] Roxborough Village MD // Annual Roxborough Music Festival September 17 & 18

Hello Nic,

Talking to Kim DeGrande the main organizer, we tossed around fireworks on a previous Zoom Call with the Metro District, but that wasn't going to logistically work. We also talked about financial support for either the Big Stage on Friday which we would normally use the smaller stage and therefore give the Metro District Credit for using the bigger state for the performers that night. We also have other sponsorship levels in the attached (not yet updated) sponsor form. Each sponsorship level (snapshot below) gives more exposure and recognition as detailed in the sponsor form.

Let me know the boards thoughts and questions as we can also get on a call or zoom with Kim DeGrande.

Thank you for your consideration!

Chad Bergman
303-875-2240

C.) Event Sponsorship - Please select your level of sponsorship. Refer to page included for each level.

- \$5,000 - Platinum Level Sponsor (Includes ½ page advertisement in mailer)
- \$2,500 - Premier Level Sponsor (Includes ¼ page advertisement in mailer)
- \$1,000 - Stage Sponsor
- \$500 - Rockstar Sponsor
- \$250 - Supporting Sponsor

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 and near the end of a meeting. Public comment ~~may~~ will 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 unless the Board via motion by a Director and majority Board approval determines to not provide for public comment.
- 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 meeting or 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~~ 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~~ identify themselves 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 (audio and/or video) of meetings is permitted for both in person and video meetings ~~by attendees is not prohibited.~~
- ~~Audio recording is only permitted for in person meetings.~~
- Attendees recording any meeting shall must announce they are recording, keep any the device in plain view on a flat surface, and such device cannot be distracting to the Board in such a manner as to not interfere with the meeting or be distracting to the Board or any attendee.

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 Board members shall to the extent practical have their video camera on for the entirety of the public portion of meetings.
 - All non-Board public members attendees must stay on Mute at all times unless they are called for public comment.
 - All non-Board consultant attendees shall must stay on Mute ~~as much as possible when unless~~ they are ~~not~~ being consulted or questioned 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 to the Board 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 identity address included. Such written comments that are received and the author of such comments is not present at the meeting 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~~^{1st} request.
- Request by any Board member to cease the conduct –2nd request.
- Request by any Board member to cease the conduct—3rd 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.

Formatted: Superscript

EXHIBIT A
POLICY REGARDING REQUESTS FOR PUBLIC RECORDS

Policy

- A. The RVMD Board of Directors by adopting this policy affirms its commitment to accountability and transparency. The Policy Regarding Requests for Public Records shall be administered with a clear presumption, that in the face of doubt, openness prevails. Information shall not be withheld merely because disclosure of the material may be embarrassing, because errors and failures might be revealed, or because of speculative or abstract fears. There shall be a presumption in favor of disclosure. This presumption means that information should not be withheld simply because the District may do so legally.
- B. Research and Retrieval The purpose for this policy is to set forth a general procedure to provide prompt and equitable service to those requesting access to public records and to establish reasonable and consistent fees for providing documents and so that the District can recover a portion of the cost of staff time for responding to open records requests.
- C. In accordance with the Colorado Open Records Act, §24-72-201, et seq., C.R.S. (CORA) the District shall make all public records as defined under CORA available for public inspection at reasonable times.
- D. Subject to the limitations imposed by the CORA, public records are all documents that exist on a piece of paper; this also includes recorded media and electronic mail communications (emails). A "public record" includes most writings made, maintained, or kept by the records custodian's office. However, there are some exceptions concerning records made available under CORA. See C.R.S. 24-72-202(6) for statutory definition.
- E. Recording of executive sessions shall be retained as required by law. The custodian shall have those recordings destroyed after the prescribed retention period has expired.

Section 1. Procedures

- A. As of the date of this policy, the District's Business Manager, Anna Jones is the official custodian of all records that are maintained by the District. The designated custodian is subject to change.
- B. Persons may make informal requests to the District Business Manager and staff or individual Board of Director members for copies of specific identifiable public records as defined by CORA that are readily available in their custody and control and they shall make reasonable efforts to fill requests for those records as soon as reasonably practical.
- C. Any request that cannot be filled immediately or for which there is disagreement as to whether the document is a public record shall be made in writing to the official custodian. To request public records, contact CliftonLarsonAllen LLP at (303) 779-5710, who will identify the designated custodian for the requested records. Records requests must be in writing and directed to the designated custodian of records. General emails to the District, or inquiries on the District's website, will not be treated as records requests under the Colorado Open Records Act ("CORA"). Requests must be submitted to and received by the designated records custodian. All requests must contain the following information:

- The requestor's name, mailing address, telephone number, and email address. The custodian may contact the requestor to clarify or narrow the request.
 - Description of the records being requested. Describe the request as specifically as possible. If you are uncertain about which records contain the information you are seeking, provide a description of the type of information you are searching for, including date ranges.
 - The records custodian will provide electronic documents to the requestor unless the document can only be conveyed as a hard copy.
- D. If the written request cannot be filled immediately or the records are otherwise not readily available at the time the request is made, pursuant to C.R.S. §24-72-203, the custodian will make every effort to respond to the request within three (3) working days, unless the custodian adds a seven (7) working day extension due to extenuating circumstances as provided in C.R.S. § 24-72-203(3)(b). The day the request is received, weekends, legally recognized holidays, and any days the custodian's office is otherwise closed, shall not count as a working day for the purposes of computing the date set for inspection for production of public records. Furthermore:
- A modification to a request for public records is considered a new request.
 - For broad, general requests, the timeframe for completion of a request may be put on hold while the custodian attempts to assist with clarification or narrowing of a request.
- The District reserves the right to withhold public records until such time that the custodian either receives payment or makes arrangements for receiving payment for all costs associated with records transmission and for all other fees lawfully allowed, unless recovery of all or any portion of such costs or fees has been waived by the custodian.
- E. The District may respond to written requests for access to public records stored electronically and in computer databases by providing a paper copy, disk, printout or by allowing access to a computer. Before releasing any electronic data, the custodian will determine that the electronic data are not subject to the deliberative process privilege or work product privilege.

Section 2. Fees and Costs

- A. There shall be a charge for any copies, printouts, or photographs requested. The cost for a standard size photocopy will be \$0.25 per copy.
- B. There is no charge for the first hour of staff time used for a) the organization of data, b) research to locate and gather requested documents, and/or c) to otherwise manipulate the documents to make them appropriate for release, for instance, to redact documents to excise privileged material. For subsequent time required the standard charge for a staff to perform this research shall be the maximum allowed by state law. As of the date of this policy the charge for the second and subsequent hours is \$33.58 with such charge subject to change as permitted by law.
- A time-log will be kept for any time in excess of one hour. Prior to beginning the project, the custodian shall inform the person requesting the records of the hourly fee for the second and subsequent hours to perform the work and an estimate of the number of hours which will be required. The requestor must approve the cost estimate before the custodian will begin work on fulfilling the request. The timeframe for completion of the request is put on hold between providing the cost estimate and the requestor approving the cost estimate and

submitting any required advanced deposit. The custodian will require an advanced deposit based upon the estimated cost of fulfilling the request. After the initial deposit is made, if the actual cost associated with the request is greater than the deposit made, the custodian must collect the actual cost in full from the requestor before producing the records. If the actual cost is less than the deposit, the custodian will refund the excess deposit amount. Persons making a subsequent request for the same record shall be charged the same fee.

- C. If the District or custodian performs a manipulation of data so as to generate a record in a form not used by the District, while such manipulation is not required but the custodian may elect to do so to either preserve its property from of data or to accommodate the requestor in its discretion, the District may charge a reasonable fee to the person making the request, which shall not exceed the actual cost of manipulating the data and generating the record in accordance with the request. The fee charged for access to public records in electronic form will be based on recovery of the actual incremental costs associated with building and maintaining the database, as determined by the custodian.
- D. Unless it requires extensive staff time, the District does not charge for requests from:
1. other Colorado governmental entities;
 2. students for specific educational projects;
 3. the local print, radio and television media;
 4. other media outlets may request a waiver of fees for up to the first three hours of research or retrieval

The custodian will have the authority to determine whether or not there is extensive staff time required and the appropriate level of waivers under those circumstance for entities described in 1-4 above.

Section 3. Access Denied

- A. Access to certain records may be denied in accordance with the provisions of the CORA. Inspection of the following public records may not be permitted if, upon consultation with the Districts' Legal Counsel it is determined that the document is prohibited from disclosure:
1. If release is prohibited under any state statute, federal statute, or regulation issued there under or is prohibited by rules promulgated by the order of any court;
 2. Personnel files, including social security numbers, home addresses and telephone numbers, and medical, psychological, and sociological data;
 3. Sexual harassment investigations;
 4. Letters of reference;
 5. Investigatory files compiled for any law enforcement purpose;
 6. Real estate appraisals until the time that title passes to the District; and
 7. Documents pertaining to Homeland Security Act.
- B. Access or inspection of the following public records may not be permitted if, upon consultation with the Districts' Legal Counsel it is determined that the document is
1. Attorney/client privileged material; and/or
 2. Work product and drafts.

If such records are denied for these reasons, the Board via motion by a Director and majority Board approval may waive such privilege or reason and authorize release pursuant to this policy.

Miscellaneous Procedures

RVMD Board of Directors

The following are policy and procedures adopted by the Board of Directors to facilitate the orderly transaction of District business and meetings. In the event of any conflict or discrepancy with prior Board policy or procedure, these current policy or procedures will control.

1. Meeting Notice Agenda and Meeting Packets.

Meeting Notice Agenda and Meeting Packet information for all Regular Board Meetings shall be posted on the District website no later than three (3) business days preceding the Regular Board Meeting date and time. To the extent practical, the same shall hold true for any Special Board Meeting. The purpose of this policy is to affirm the Board's commitment to accountability and transparency by fostering public engagement and participation by such advance notification. In the event such advance notification is not made or agenda topic, items of information are added after such time period, no formal action or vote shall be had on any such matter except for those matters that pose a health or safety concern or are otherwise emergent issues requiring immediate Board attention and the Board by a Director motion and majority approval consent to such consideration. Otherwise, any such items or matters may be discussed but will be held over for action to the next Board meeting.

2. Meeting Notice Agenda Items Involving District Residents.

Any meeting notice agenda items identifying specific District resident communication, issues, concerns, or the like, will be entertained at such meeting provided such meeting topic or item is properly noticed under the Meeting Notice Agenda and Meeting Packet provision and the District resident has been advised by separate communication the topic or item will be discussed at such meeting and is invited to attend such meeting. In the event the resident is not so advised any discussion or action on such agenda topic or item shall be deferred to a future meeting where the resident has been so advised.

3. Director, Consultant or Vendor Meeting Expectations.

It is the expectation of the RVMD Board of Directors that each Director, Consultant, and Vendor that is to participate in any Board Meeting have reviewed all Meeting Agenda items and Meeting Packet information prior to meeting in order to proceed in a timely and efficient manner.

4. Invoices.

All consultant or vendor invoices for services performed on a time and materials basis shall be submitted in such detail so as to have an itemization of the cost for each material supplied and the amount of time, number of workers and hourly rate. Any invoice submitted not detailing such shall be returned to the consultant or vendor for resubmission with the required information in order to be processed and paid.

5. Operation of Motorized Vehicles and Equipment.

The operation of any motorized vehicle or equipment on or through parks and open space owned or maintained by the District is prohibited except for the following:

A. District vendor and contractor service vehicles and equipment. Except for equipment that is required for services to be performed on non-paved areas of parks or open space such as mowing equipment, tree trimming, planting or mulching equipment, equipment required in order to complete repairs, all other vehicles and equipment operated shall be permitted to operate only on paved areas unless the contractor or vendor has obtained an access permit from the District.

B. Law enforcement, fire, rescue, and emergency vehicles and equipment, including the sheriff, other law enforcement, Colorado Division of Wildlife, and animal welfare.

C. Vehicles and equipment operated at the direction of public agencies, when being used by such entities to install or maintain facilities located in their easements or rights-of-way.

D. Class I and II electrical assisted bikes as defined by C.R.S. 42-1-102 are permitted.

6. Meeting Minutes.

The official public record of any public meeting shall be the Board approved written meeting minutes. To the extent practical, all public meetings will be recorded and such recordings shall be available on the District website. Any such recording will not constitute or be considered the official record of the meeting but only means to facilitate public awareness.

Written meeting minutes will be posted on District website within three (3) business days after Board approval. Draft meeting minutes shall also be available and posted on the District website as promptly as possible following any meeting. Any draft shall not constitute the official record of any meeting.

7. Contracts.

All contracts shall adhere to the requirements contained under "Special District Act". C.R.S. § 32-1-101-1807. In addition to any contract that is required by law to have an invitation to bid, all other contracts for materials or services in excess of \$ amount shall have multiple bids or proposals (more than two (2)) solicited and/or received to the extent practical. Before any Board consideration or action may be taken on any contract that fails to meet this threshold, the Board shall be provided reasons and upon motion of Director and majority Board approval may proceed with any consideration or action.

Contracts for annual District services such as administrative, accounting, legal, landscape, tree, snow removal, engineering and the like services shall be excepted from the preceding provision. For these contracts, the Board shall establish a schedule of periodic review to include seeking multiple bids or proposals for providers of such services and outside of these periodic reviews may consider annual approval of providers services without seeking or receiving any additional bids or proposals.

PUBLIC FINANCIAL DISCLOSURE REPORT RVMD BOARD OF DIRECTORS

- Why Must I File?** The duties and responsibilities of your position require you to file the Public Financial Disclosure Report to avoid involvement in a real or apparent conflict of interest.
- When Must I File?** **New Directors:** The report is due within 30 days of your assuming a position on the Board and annually thereafter.
Annual Filers: The report is due no later than February 15.
- What is the Reporting Period?** **New Directors:**
Part I – Report assets as of the date of filing but report sources of earned income, honoraria, and other non-investment income for the preceding 12 months.
Part II – Report liabilities as of the date of filing.
Part III – Report positions for the preceding 12 months.
Part IV – Report agreements and arrangements as of the date of filing.
Annual Filers: Report the required information for the preceding calendar year (January 1 – December 31).
- What if I Have Questions?** If you have any questions about how to complete this form, please contact District counsel.

PENALTIES

Falsification of information or failure to file or report information required to be reported may subject you to a vote of censure by the RVMD Board. Knowing and willful falsification of information required to be reported may also subject you to criminal prosecution.

Date Received

Page Number

PUBLIC FINANCIAL DISCLOSURE REPORT
RVMD Board of Directors

Name (<i>Print last, first, middle initial</i>)		E-mail Address	
Phone	Reporting Status New Director <input type="checkbox"/> Annual <input type="checkbox"/>	If New Director, Date of Appointment (<i>mm/dd/yy</i>)	

Step 1: Read the instructions for Parts I through V on the following pages.

Step 2: For each statement below, check Yes or No to describe your situation.

I. I have reportable assets or sources of income for myself, my spouse, or my dependent children.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
II. I have reportable liabilities (debts) for myself, my spouse, or my dependent children.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
III. I have reportable outside positions for myself.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
IV. I have reportable agreements or arrangements for myself.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
NOTE: Statement V is for <u>annual</u> filers only.		
V. I have reportable gifts or travel reimbursements for myself, my spouse, or my dependent children.	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Step 3: If you selected Yes for any statement, you must describe the reportable interests that you have in the corresponding Part (I, II, III, IV, or V) of the form.

Step 4: Sign and date the form.

Step 5: Submit the completed form to your ethics office.

I certify that the statements I have made on this form and all attached statements are true, complete, and correct to the best of my knowledge.

Signature	Date (<i>mm/dd/yy</i>)

Part I: Assets and Income

<p>Report for Yourself, Spouse, and Dependent Child:</p> <ul style="list-style-type: none"> Assets held for investment or the production of income that ended the reporting period with a value greater than \$1,000. In addition, annual filers must report assets from which more than \$1,000 in income was received during the reporting period. Reportable assets include, but are not limited to: <ul style="list-style-type: none"> Assets such as stocks, bonds, annuities, trust holdings, partnership interests, life insurance, investment real estate, or a privately-held trade or business Sector mutual funds: those funds invested in a particular industry, business, or location, such as ABC Electronics Fund or XYZ Canada Fund (report the full name of the fund, not just the family fund name) Holdings of retirement plans, such as 401(k)s or IRAs, investment life insurance, or variable annuities (report each holding unless listed in the Do Not Report section) Defined benefit pension plans provided by a former employer (include the name of the employer) 	<p>Do Not Report:</p> <ul style="list-style-type: none"> Federal/State/Local Government retirement benefits Certificates of deposit, savings or checking accounts Term life insurance Money market mutual funds and money market accounts Your personal residence, unless you rent it out U.S. Government Treasury bonds, bills, notes, and savings bonds Diversified mutual funds, such as ABC Equity Value Fund or XYZ Large Capital Fund Diversified funds within an employee benefit plan Money owed to you, your spouse, or dependent child by a spouse, parent, sibling, or child
<p>Also Report:</p> <ul style="list-style-type: none"> <u>For yourself:</u> (1) all sources of salary, fees, commissions, and other earned income greater than \$1,000, (2) honoraria greater than \$1,000, and (3) other non-investment income such as scholarships, prizes, and gambling income greater than \$1,000 <u>For your spouse:</u> (1) all sources of salary, fees, commissions, and other earned income greater than \$1,000, and (2) honoraria greater than \$1,000 	<p>Do Not Report:</p> <ul style="list-style-type: none"> Dependent child's earned income Veterans' benefits Social Security benefits

Important Definitions

<p>Diversified Mutual Fund – A mutual fund that does not have a stated policy of concentrating its investments in one industry, business, or single country other than the United States.</p>
<p>Sector Mutual Fund – A mutual fund that concentrates its investments in an industry, business, single country other than the United States, or bonds of a single state within the United States.</p>
<p>Diversified Fund within an Employee Benefit Plan – An employee benefit plan fund that has a written policy of varying investments without concentration in one industry, business, or single country other than the United States.</p>
<p>Dependent Child – A son, daughter, stepson or stepdaughter who is either unmarried and under age 21 and living in the filer's house, or considered dependent under the U.S. tax code.</p>

Reportable Information – Go to the last page to see examples of how to report assets and income.

<p>Specific stock, bond, sector mutual fund, type/location of real estate, etc. (Indicate the full name of each specific asset or investment. You may add the ticker symbol to the full name.) Name of Employer or Business; Source of Fees, Commissions, or Honoraria (Include brief description.) You may distinguish any entry for a family member by preceding it with S for spouse, DC for dependent child, or J for jointly held.</p>	<p>No longer held</p>
1	<input type="checkbox"/>
2	<input type="checkbox"/>
3	<input type="checkbox"/>
4	<input type="checkbox"/>
5	<input type="checkbox"/>

Part I: Assets and Income
Continuation Page

Specific stock, bond, sector mutual fund, type/location of real estate, etc. (Indicate the full name of each specific asset or investment. You may add the ticker symbol to the full name.) Name of Employer or Business; Source of Fees, Commissions, or Honoraria (Include brief description.) You may distinguish any entry for a family member by preceding it with S for spouse, DC for dependent child, or J for jointly held.	No longer held
1	<input type="checkbox"/>
2	<input type="checkbox"/>
3	<input type="checkbox"/>
4	<input type="checkbox"/>
5	<input type="checkbox"/>
6	<input type="checkbox"/>
7	<input type="checkbox"/>
8	<input type="checkbox"/>
9	<input type="checkbox"/>
10	<input type="checkbox"/>
11	<input type="checkbox"/>
12	<input type="checkbox"/>
13	<input type="checkbox"/>
14	<input type="checkbox"/>
15	<input type="checkbox"/>
16	<input type="checkbox"/>
17	<input type="checkbox"/>
18	<input type="checkbox"/>
19	<input type="checkbox"/>
20	<input type="checkbox"/>

Add Page

Part II: Liabilities

Report for Yourself, Spouse, and Dependent Child:	Do Not Report:
<ul style="list-style-type: none"> If you are a new entrant filer, liabilities that exceeded \$10,000 at the end of the reporting period If you are an annual filer, liabilities that exceeded \$10,000 during the reporting period 	<ul style="list-style-type: none"> Any liability, such as a mortgage, a student loan, or a credit card account, from a financial institution or business entity granted on terms made available to the general public Loans secured by automobiles, household furniture, or appliances, unless the loan exceeds the purchase price of the item it secures Liabilities that you owe to your spouse or to the parent, sibling, or child of you, your spouse, or your dependent child

Reportable Information – Go to the last page to see examples of how to report liabilities.

Name of creditor <i>(include city and state where creditor is located)</i>	Type of liability <i>(personal loan, margin account, etc.)</i>
1	
2	

Part III: Outside Positions

Report for Yourself:	Do Not Report:
<ul style="list-style-type: none"> All positions held at any time during the reporting period, whether or not you were compensated and whether or not you currently hold that position. Positions include an officer, director, employee, trustee, general partner, proprietor, representative, executor, or consultant of any of the following: <ul style="list-style-type: none"> Corporation, partnership, trust, or other business entity Non-profit or volunteer organization Educational institution Federal, State or Local Government 	<ul style="list-style-type: none"> Any position with a <ul style="list-style-type: none"> Religious entity Social entity Fraternal entity Political entity Any position held by your spouse or dependent child

Reportable Information – Go to the last page to see examples of how to report outside positions.

Organization <i>(include city and state where organization is located)</i>	Type of organization	Position	No longer held
1			<input type="checkbox"/>
2			<input type="checkbox"/>
3			<input type="checkbox"/>
4			<input type="checkbox"/>
5			<input type="checkbox"/>
6			<input type="checkbox"/>

Part IV: Agreements or Arrangements

Report Your Agreements or Arrangements for:	Do Not Report:
<ul style="list-style-type: none"> Continuing participation in an employee pension or benefit plan maintained by a current or former employer A leave of absence Future employment, including date you accepted employment offer Continuation of payment by a current or former employer (including severance payments) 	<ul style="list-style-type: none"> Spouse's and dependent child's agreements or arrangements Continuing participation in a defined contribution plan, such as a 401(k) plan, to which an employer is no longer making contributions

Reportable Information – Go to the last page to see examples of how to report agreements and arrangements.

Entity with which you have an agreement or arrangement <i>(include city and state where entity is located)</i>	Terms of Agreement or Arrangement
1	
2	
3	
4	

Part V: Gifts and Travel Reimbursements

Fill out this part only if you are filing an Annual Report. If you are a new Director, skip this part.

Report for Yourself, Spouse, and Dependent Child:	Do Not Report:
<ul style="list-style-type: none"> Any gifts or travel reimbursements (items such as lodging, transportation, and food) during the reporting period; include where you traveled, the purpose, and date(s) of the trip for travel gifts and reimbursements 	<ul style="list-style-type: none"> Anything received from relatives Bequests and other forms of inheritance Gifts of hospitality (food, lodging, entertainment) at the donor's residence or personal premises Anything received by your spouse or dependent child totally independent of their relationship to you

Reportable Information – Go to the last page to see examples of how to report gifts and travel reimbursements.

Source	Description
1	
2	
3	

EXAMPLES

Part I: Assets and Income

Specific stock, bond, sector mutual fund, type/location of real estate, etc. (Indicate the full name of each specific asset or investment. You may add the ticker symbol to the full name.) Name of Employer or Business; Source of Fees, Commissions, or Honoraria (Include brief description.) You may distinguish any entry for a family member by preceding it with S for spouse, DC for dependent child, or J for jointly held.	No longer held
OGC Communications (OGC) (Example of a stock with a ticker symbol)	<input type="checkbox"/>
OGE Energy (Example of sold stock that produced more than \$1,000 in income)	<input checked="" type="checkbox"/>
(S) OGE Energy bond (Example of a corporate bond held by a spouse)	<input type="checkbox"/>
ABC Healthcare Fund (Example of a sector fund held in a 401(k) plan)	<input type="checkbox"/>
Residential real estate, Anchorage, AK (Example of investment real estate)	<input type="checkbox"/>
Bryggadune University – salary (Example of earned income from a former employer)	<input checked="" type="checkbox"/>
(S) Express Medical Clinic – salary (Example of a spouse's earned income from a current employer)	<input type="checkbox"/>
Association of Accountants – honorarium (Example of a single honorarium from the listed source)	<input type="checkbox"/>

Part II: Liabilities

Name of creditor (city and state)	Type of liability (personal loan, margin account, etc.)
John Jones (Denver, CO)	Personal loan from a friend
ANW Investment Company (San Francisco, CA)	Margin account

Part III: Outside Positions

Organization (city and state)	Type of organization	Position	No longer held
Bryggadune University (Memphis, TN)	Educational institution	Professor	<input checked="" type="checkbox"/>
ISK Family Trust (Boynton Beach, FL)	Family Trust	Trustee	<input type="checkbox"/>
Scenic Rivers Association (Nashville, TN)	Non-profit environmental organization	Member, Board of Directors	<input checked="" type="checkbox"/>

Part IV: Agreements or Arrangements

Entity with which you have an agreement or arrangement (include city and state where entity is located)	Terms of Agreement or Arrangement
Dee, Jones & Smith (San Diego, CA)	I will continue to participate in this defined benefit plan. (Example of continuing participation in a defined benefit plan with a former employer)
Hartford & Brown (San Diego, CA)	Employment agreement with Hartford & Brown. Starting work as attorney in July 2020. Entered into agreement in October 2019. (Example of an agreement for future employment)

Part V: Gifts and Travel Reimbursements

Source	Description
Dee, Jones & Smith	Leather briefcase (Example of a gift)
CGH Culinary Institute	Airline ticket, hotel room, and meals incident to culinary seminar in Tokyo, Japan from May 1-5, 2020 (Example of a travel reimbursement)

Action Items:

None.

Environmental Committee Notes**Greenhouse:**

Quotes for construction are pending.

Smooth Brome Reduction:

Continuing monitoring to check on germination. It's recommended that we mow the smooth brome before it sets seed to improve wildflower competitiveness.

Seed Collection:

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



Payment Center Barcode
 Pay by Phone 844-937-1643
 Outages 1-833-CORE-FIX



Invoice Group Number 8
 Primary Account Number [REDACTED]
 Member Name
 ROXBOROUGH VILLAGE METRO DISTRICT
 Service Address
 7973 CANVASBACK CT
 District 1 Cycle 11
 Billing Date 05/18/2022

**AUTOPAY
 AMOUNT**

\$1,019.30

Drafts on
 06/08/2022

Account #	Service Address	Balance Forward	Current Charges	Total Due
21367302	7973 CANVASBACK CT	\$0.00	\$21.13	\$21.13
21419100	VILLAGE CIRCLE EAST AND RAMPART RANGE	\$0.00	\$49.00	\$49.00
23509300	7617 CRYSTAL LAKE CT LGTS	\$0.00	\$18.50	\$18.50
25782000	9706 N CRYSTAL LAKE DR	\$0.00	\$227.67	\$227.67
25968000	7671 RAMPART RANGE RD N	\$0.00	\$21.85	\$21.85
26129901	6545 RAMPART RANGE RD	\$0.00	\$21.00	\$21.00
85210100	7673 N RAMPART RANGE RD	\$0.00	\$99.33	\$99.33
85311000	7999 N RAMPART RANGE RD	\$0.00	\$23.08	\$23.08
85311102	7220 VILLAGE CIR	\$0.00	\$516.00	\$516.00
85350300	7071 1/2 VILLAGE CIR	\$0.00	\$21.74	\$21.74
Total:		\$0.00	\$1019.30	\$1,019.30

IMPORTANT MEMBER INFORMATION

SmartHub is here! Visit www.CORE.coop for access to new account management features. You will need to create a new sign-on by choosing the New User option; your previous credentials will no longer work. SmartHub lets you customize notifications by choosing emails or texts, save payment types to simplify paying your bill, view your bill, see your usage, sign up for Auto Pay or Budget Billing, start or stop service, and manage multiple accounts all in one place! You can also download the SmartHub app available for iOS devices in the App Store and Android devices in Google Play to manage your account anytime, anywhere!

PLEASE DETACH AND RETURN BOTTOM PORTION WITH YOUR PAYMENT - WHEN PAYING IN PERSON BRING ENTIRE STATEMENT



CORE ELECTRIC COOPERATIVE
 5496 N. U.S. Highway 85
 Sedalia, CO 80135

Bill Date: 05/18/2022
 Invoice #: 8
 Primary Account #: [REDACTED]
 AutoPay on 06/08/2022 - Do Not Pay \$1,019.30

Check box to **update contact info**, sign up for **paperless billing** or contribute to **Energy Outreach Colorado**.
 Fill out information on reverse side

ROXBOROUGH VILLAGE METRO DISTRICT 4 5328
 8390 E CRESCENT PKWY STE 300
 GREENWOOD VILLAGE CO 80111-2813

CORE ELECTRIC COOPERATIVE 11
 P.O. BOX 6437
 CAROL STREAM IL 60197-6437



0021367302 00101930 00101930 0021367302 8

Waterton Canyon Trailhead

- 120
- 320 54 44 87 94 115
- 28 46 50 81 95 106
- 39 42 92 96 139
- 143
- 150
- 151 JP's Asian Bistro
- 156
- 155 157
- 169 163 161
- 176 170 463 682 674
- 188 178 212 220 444 485 660 645
- 225 446 497 498 637 644-3
- 228 221 396 700 694 627 625
- 234 241 349 386 704 713 624 613
- 244 249 376 684 738 616 607
- 251 252 524 545 606 595
- 253 257 530 570 596 593 597
- 267 310 317 586
- 279 300 307
- 291 292
- 293

Roxborough Park

IRRIGATION WATER SERVICE AGREEMENT
Chatfield Farms Estates

This Irrigation Water Service Agreement ("Agreement") is made this 23rd day of July, 2014 between Roxborough Village Metropolitan District, a quasi municipal corporation and political subdivision of the State of Colorado ("RVMD"), whose principal address is c/o David B. Peak, District Manager, Clifton Larson Allen LLP, 8390 E. Crescent Parkway, Suite 500, Greenwood Village, CO 80111-2184, and Chatfield Farms Estates Homeowners Association, Inc., a Colorado non-profit corporation (the "HOA"), whose principal address is 8361 N. Rampart Range Rd., Littleton, CO 80125, to memorialize their respective rights and obligations pertaining to irrigation water service to certain Monument Easement Areas described below.

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RECITALS

A. By the Plat of Chatfield Farms Filing No. 1-A, 6th Amendment recorded April 29, 2014, recorded in the records of Douglas County, Colorado at Reception No. 2014021120 (the "6th Amendment Plat"), the property owner, Estates at Chatfield Farms, LLC, created two monument easements (the "Monument Easements") over a portion of Lots 120A-1 and Lot 148A, Chatfield Farms Filing No. 1-A, 6th Amendment, as specifically depicted on the 6th Amendment Plat and described on Exhibit A attached hereto (the "Monument Easement Areas").

B. Plat Note 12 on the 6th Amendment Plat states that the Monument Easements shall be maintained by the HOA, its successors and assigns.

C. The HOA has requested that RVMD provide non-potable irrigation water to landscaping located within the Monument Easement Areas.

D. Raw water is supplied to RVMD by Roxborough Water and Sanitation District ("RWSD") pursuant to the terms of the following two agreements:

- i. Water Supply Agreement between the District and Roxborough Park Metropolitan District (Roxborough Park Metropolitan District changed its name to Roxborough Water and Sanitation District in 2006), dated January 15, 2003 (the "Water Supply Agreement"); and
- ii. First Amendment to Water Supply Agreement between the District and the Roxborough Water and Sanitation District (Roxborough Water and Sanitation District changed its name from Roxborough Park Metropolitan District in 2006), dated December 1, 2012 (the "First Amendment").

E. RVMD will incur significant future costs to acquire non-potable irrigation water from RWSD to serve the Monument Easement Areas.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants herein, and with the intent to be legally bound, hereby, the parties agree as follows:

1. The Recitals are incorporated and made a part of this Agreement.
2. RVMD agrees to provide non-potable irrigation water to the HOA to serve the Monument Easement Areas, subject to the limitations contained in the Water Supply Agreement and the First Amendment.
3. The HOA agrees to accept non-potable irrigation water from RVMD to serve the Monument Easement Areas, subject to the same limitations contained in the Water Supply Agreement and the First Amendment.
4. RVMD has installed or will install one 3/4" water meter in the location shown on the diagram attached hereto as **Exhibit B**. Upon installation of the water meter, RVMD will provide irrigation water to the Monument Easement Areas at the rate that RVMD pays for raw water it acquires from RWSD, plus ten percent (10%) for administrative costs.
5. RVMD shall be solely responsible for the cost of maintaining, replacing, and repairing the RVMD irrigation water main and the water meter as shown on **Exhibit B**.
6. RVMD shall read the water meter on a monthly basis and shall provide invoices to the HOA on a monthly basis. Payment by the HOA is due within thirty (30) days after the date that the invoice is mailed or emailed to the HOA. Payments made after the 30th day will incur interest at a rate of twelve percent (12%) per annum or a late charge of \$2.00 per month, whichever is greater, until paid.
7. The HOA shall be solely responsible for the cost of installing, maintaining, replacing, and repairing the HOA irrigation water service line(s) from the water meter to the points of service.
8. The HOA agrees to use the water solely for maintenance of landscaping or other non-potable purposes exclusively on the Monument Easement Areas, and to continue to use the water for purposes similar to current usages and quantities.
9. All disputes that arise relating to this Agreement that cannot be resolved directly by the parties themselves shall be resolved by binding arbitration. Either party may, upon written notice by such party to the other party ("Notice of Arbitration"), submit the dispute for resolution by binding arbitration in accordance with the Colorado Uniform Arbitration Act, C.R.S. § 13-22-201 *et seq.* (the "CUAA"), the laws of the State of Colorado and the American Arbitration Association Commercial Arbitration Rules for expedited proceedings before the Judicial Arbitrator Group of Denver, Colorado ("JAG") or, if JAG no longer conducts arbitration proceedings in the Denver metropolitan area, before JAMS of Denver, Colorado ("JAMS"), or, if JAMS no longer conducts arbitration proceedings in the Denver metropolitan area, before the American

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Arbitration Association (“AAA”). The parties shall select a single arbitrator and, if they cannot agree upon the arbitrator within seven (7) days after the Notice of Arbitration is given, JAG, JAMS or AAA, as the case may be, shall select the arbitrator. Subject to any limitations contained in the CUA, the arbitrator shall have all of the power and authority of a district court judge sitting in the State of Colorado to adjudicate the matter submitted. The parties shall cooperate to achieve an expedited hearing date. The decision of the arbitrator shall be rendered within forty-five (45) days after the Notice of Arbitration is given unless otherwise agreed to in writing by both parties, shall be final and may be filed with the District Court of Douglas County (the “Court”) in accordance with the provisions of C.R.S. § 13-22-222. Prior to the appointment of an arbitrator, the Court, upon motion of either party, may enter an order for provisional remedies, including interim awards and temporary restraining orders, to protect the effectiveness of the arbitration proceeding to the same extent and under the same conditions as if the controversy were the subject of a civil action. Such orders shall remain in effect until and unless the arbitrator is appointed who vacates or modifies the same. Following the appointment of an arbitrator, the arbitrator may issue such orders for provisional remedies, including interim awards and temporary restraining orders, as the arbitrator deems appropriate to protect the effectiveness of the arbitration proceeding and to promote the fair and expeditious resolution of the controversy, to the same extent and under the same conditions as if the controversy were the subject of a civil action in a court of competent jurisdiction.

10. All notices required or provided in this Agreement, if hand delivered, must be delivered during business hours on a business day and shall be deemed to have been given and received on the date hand delivered to the party receiving the same. If the United States mails are used, notice of same shall be sent certified or registered mail, return receipt requested, postage prepaid and shall be deemed to have been given and received on the third business day from the date deposited in the United States mails addressed as follows:

To RVMD: Roxborough Village Metropolitan District
 c/o David B. Peak, District Manager
 Clifton Larson Allen LLP
 8390 E. Crescent Parkway, Suite 500
 Greenwood Village, CO 80111-2184

To the HOA: Chatfield Farms Estates Homeowners Association, Inc.
 Attention: Amy Anders
 8390 E. Crescent Parkway, Suite 650
 Greenwood Village, CO 80111

Each party shall have the right to designate a different address for the receipt of notices other than that set forth above, provided the party’s new address is contained in written notice given to the other party.

11. The HOA shall indemnify, defend and hold harmless RVMD from and against any and all expenses, payment, liability, loss, damage, or other obligation, legal or equitable, arising, directly or indirectly, out of, or in any way related to its use of the Monument Easements

or the Monument Easement Areas, except to the extent caused by the gross negligence or willful misconduct of RVMD.

12. The terms and provisions contained in this Agreement shall be governed and construed in accordance with the laws of the State of Colorado.

13. If any clause, provision, section, or subsection set forth in this Agreement is illegal, invalid or unenforceable under future applicable law, the remainder of this Agreement shall not be affected thereby.

14. Except as otherwise provided herein, this Agreement may be modified, altered, amended or terminated only by written agreement of the parties.

15. This Agreement shall be recorded in the real property records of the Clerk and Recorder of Douglas County, Colorado.

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16. This Agreement is not intended nor shall it be construed to create any third-party beneficiary rights in any person or entity that is not a party hereto unless expressly otherwise provided herein.

17. All headings and captions used herein are for convenience only and are of no meaning in the interpretation or effect of this Agreement.

18. This Agreement shall be binding on the parties hereto, their respective heirs, successors, and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal the day and year first above written.

[The remainder of this page intentionally left blank.]

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

By: *Linda Goodrich*
Linda Goodrich, President

ATTEST:

By: *Judi Holden*
~~Judi Holden, Secretary~~ *Vice President*

UNOFFICIAL COPY

STATE OF COLORADO)
) ss.
COUNTY OF _____)

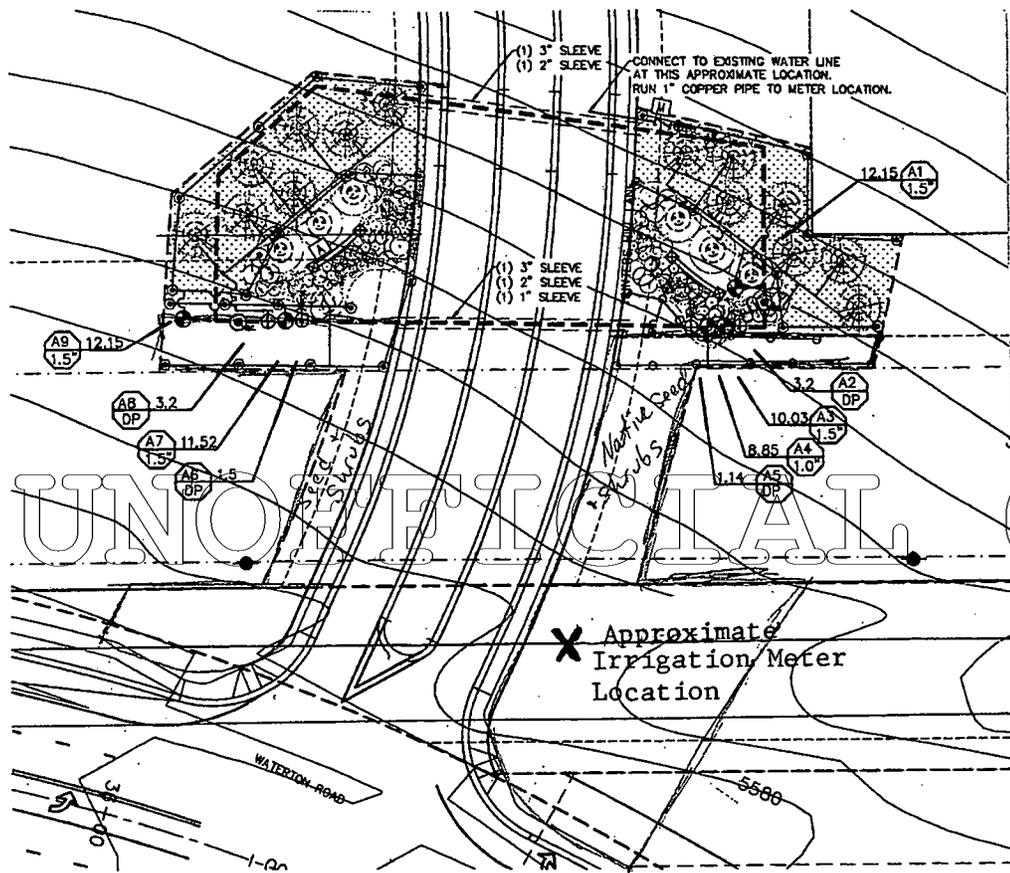
The foregoing instrument was acknowledged before me on _____, 2014
by Linda Goodrich as President and Judi Holden as Secretary of Roxborough Village
Metropolitan District.

Witness my hand and official seal.

My commission expires _____.

[SEAL]

Notary Public



COPY

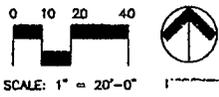
ESTATES AT CHATFIELD FARMS

Douglas County, Colorado

MONUMENT IRRIGATION PLAN

UNOFFICIAL COPY

X Approximate Irrigation Meter Location



IRRIGATION EQUIPMENT SCHEDULE -

SYMBOL	SIZE	EQUIPMENT	DESCRIPTION
	2 IN.	BACKFLOW PREVENTER	FEBCO 625YA WITH OUTSIDE FREEZE PROTECTION
	SEE PLANS	ELECTRIC CONTROL VALVE ASSEMBLIES	RAINBIRD 150-PEB-PSRD
	1.5 IN.	MASTER VALVE	RAINBIRD 150-PEB-PRSD
	SEE PLANS	CONTROLLER	RAINBIRD ESPAME-ESPSM6 8 STATIONS USED
	JUMBO	VALVE BOX	HIGHLINE PRODUCTS (AMETEK) ELEC. CONTROL VALVE BOX
	1 IN.	ISOLATION VALVE	BRASS GATE VALVE
		QUICK COUPLER Q.C. KEY	RAINBIRD 44-LRC RAINBIRD 2049
		RAIN SENSOR*	RAINBIRD RSD-BEX
		ROTOR HEADS	RAINBIRD 6006-R-S-1.5 (1.35 GPM) RAINBIRD 3504-PC-SAM-1.5 (1.26 GPM)
	$\odot \odot \odot$	SPRAY HEADS	RAINBIRD 1804-SAM-PRS-VAN-12' (0.59-2.36 GPM)
	1.5 IN.	MAINLINE	SCH. 40 PVC, 30 IN BURIAL
	1.0 IN.	LATERAL PIPE	CL 200 PVC SOLVENT WELD
	3.0 IN.	SLEEVE PIPE	CL 200 PVC WITH SEPARATE 2 IN. CL 200 PVC WIRE SLEEVE
		DRIP ZONE CONTROL	RAINBIRD X02-LF-100-PRF
		DRIP IRRIGATION EMITTER	RAINBIRD XFD-08-12 (TREE RING), XB-05-PC, XB-10-PC (SHRUB)
		DRIP IRRIGATION SUPPLY	RAINBIRD XF BLANK TUBING (TREE RING)
	3/4"	METER	

44 associates inc.
2020 South Platte Street, Suite #100
Aurora, Colorado 80014
303-776-7201 FAX 303-776-7220

Revisions

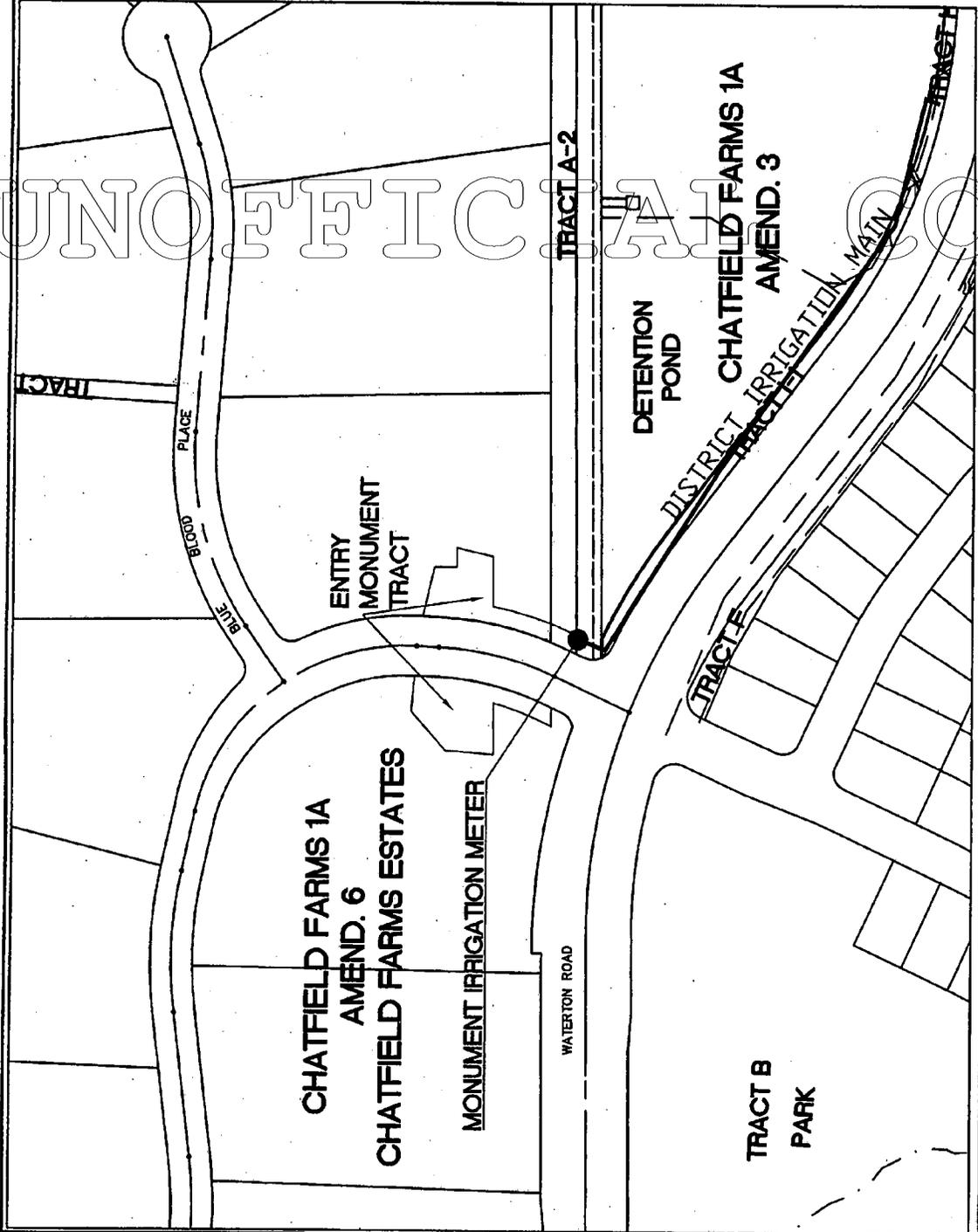
Date: FEB. 21, 2014
Job Number: 7384-000
Sheet IRR-1

EXHIBIT B

Diagram Showing Meter Location and RVMD Irrigation Water Main

UNOFFICIAL COPY

NOTE:
THIS DEPICTION IS
CONCEPTUAL, NOT TO
SCALE, AND IS NOT
TO ENGINEERING
STANDARDS.



SHEET NUMBER
1

Mulhern
MRE, Inc.
 2 Inverness Drive East, Suite 200
 Englewood, CO 80112
 (303) 649-9857

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
 RVMD / CHATFIELD FARMS ESTATES
 IRRIGATION WATER SERVICE AGREEMENT
 EXHIBIT B

DESIGN:	SB
DRAWN:	SB
CHK'D:	SB
DATE:	07/08/2014
JOB#:	
NAME:	RVMD
DWG:	



REFERRAL RESPONSE REQUEST

Date sent: June 3, 2022

Comments due by: June 10, 2022

Project Name: Chatfield Farms Filing 1A, 8th Amendment

Project File #: SB2022-002

Project Summary: Request to subdivide Lot 119A-3 into 3 smaller commercial lots.

Information on the identified development proposal located in Douglas County is enclosed. Please review and comment in the space provided.

<input type="checkbox"/> No Comment	
<input type="checkbox"/> Please be advised of the following concerns: _____	
<input type="checkbox"/> See letter attached for detail.	
Agency:	Phone #:
Your Name:	Your Signature:
<i>(please print)</i>	Date:

Agencies should be advised that failure to submit written comments prior to the due date, or to obtain the applicant's written approval of an extension, may result in written comments being accepted for informational purposes only.

Sincerely,

Heather Scott, AICP
Project Planner
303-919-4801
hscott@douglas.co.us

CHATFIELD FARMS FILING No. 1-A, 8TH AMENDMENT

AN ADMINISTRATIVE REPLAT OF LOT 119A-3 AND TRACT P, CHATFIELD FARMS FILING No. 1-A, 3RD AMENDMENT, SITUATE IN THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 6 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO. PLANNING AREA 4, 5.11 ACRES, 3 NONRESIDENTIAL LOTS AND ONE TRACT, SB2022-002

SHEET 1 OF 2

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING LOT 119A-3 AND TRACT P, CHATFIELD FARMS FILING No. 1-A, 3RD AMENDMENT, SITUATE IN THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 6 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, CONTAINING 222,625 SQUARE FEET OR 5.11 ACRES, MORE OR LESS.

DEDICATION STATEMENT:

THE UNDERSIGNED, BEING ALL THE OWNERS, MORTGAGEES, BENEFICIARIES OF DEEDS OF TRUST AND HOLDERS OF OTHER INTERESTS IN THE LAND DESCRIBED HEREIN, HAVE LAID OUT, SUBDIVIDED AND PLATTED SAID LANDS INTO LOTS, TRACTS, PRIVATE RIGHTS-OF-WAY AND EASEMENTS AS SHOWN HEREON UNDER THE NAME AND SUBDIVISION OF CHATFIELD FARMS SUBDIVISION FILING NO. 1-A, 8TH AMENDMENT. THE UTILITY EASEMENTS SHOWN HEREON ARE HEREBY DEDICATED FOR PUBLIC UTILITIES AND CABLE COMMUNICATION SYSTEMS AND OTHER PURPOSES AS SHOWN HEREON. THE ENTITIES RESPONSIBLE FOR PROVIDING THE SERVICES FOR WHICH THE EASEMENTS ARE ESTABLISHED ARE HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO ADJACENT PROPERTIES FOR INSTALLATION, MAINTENANCE AND REPLACEMENT OF UTILITY LINES AND RELATED FACILITIES. THE DRAINAGE, UTILITY, AND BLANKET ACCESS EASEMENTS ARE DEDICATED AND CONVEYED TO DOUGLAS COUNTY, CO. IN FEE SIMPLE ABSOLUTE, WITH MARKETABLE TITLE, FOR PUBLIC USES AND PURPOSES.

WALL DEVELOPMENT GROUP, LLC, A COLORADO LIMITED LIABILITY COMPANY

BY _____
MICHAEL WALL, AS PRINCIPAL AGENT OF WDG RAMPART, LLC,
A COLORADO LIMITED LIABILITY COMPANY.

STATE OF COLORADO }
COUNTY OF _____ } SS

ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____

BY MICHAEL WALL, AS PRINCIPAL AGENT OF WDG RAMPART, LLC, A COLORADO LIMITED LIABILITY COMPANY.
LIMITED LIABILITY COMPANY

MY COMMISSION EXPIRES: _____

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC _____

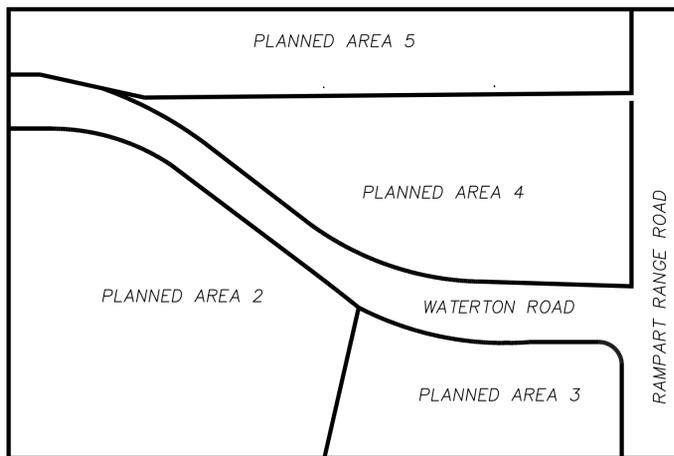
NOTES:

- THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY CS&A, INC. TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY, AND TITLE OF RECORD, CS&A, INC. RELIED UPON COMMITMENT NO. 5505-3748616 BY FIRST AMERICAN TITLE INSURANCE COMPANY, COMMITMENT DATE: MAY 11, 2021 8:00 AM
- NOTICE - ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
- BEARINGS ARE BASED UPON THE EAST LINE OF LOT 119A-3, CHATFIELD FARMS FILING NO. 1-A, 3RD AMENDMENT, WHICH BEARS S00°07'06"E AND IS MONUMENTED AS SHOWN HEREON.
- BENCH MARK: DOUGLAS COUNTY CONTROL MONUMENT STATION NAME 2056130. ELEVATION: 5745.855 NAVD88
- FLOOD PLAIN: SUBJECT PROPERTY LIES WITHIN ZONE X AREA OF MINIMAL FLOOD HAZARD, AS SHOWN ON THE FEMA FLOOD INSURANCE RATE MAP NO. 08035C0127F, EFFECTIVE DATE: 9/30/2005.
- ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY COMMITS A CLASS TWO(2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, OF THE COLORADO REVISED STATUTE.
- TRACT P IS FOR DRAINAGE PURPOSES AND OPEN SPACE AND SHALL BE OWNED AND MAINTAINED BY _____ TO BE DETERMINED.
- NON-EXCLUSIVE DRAINAGE EASEMENTS ARE HEREBY GRANTED TO DOUGLAS COUNTY AS SHOWN HEREON TOGETHER WITH BLANKET DRAINAGE EASEMENTS OVER AND ACROSS PRIVATE RIGHTS-OF-WAY FOR THE PURPOSE OF ACCESSING, MAINTAINING, AND REPAIRING STORM SEWER WATER MANAGEMENT IMPROVEMENTS, INCLUDING, BUT NOT LIMITED TO, INLETS, PIPES, CULVERTS, CHANNELS, DITCHES, HYDRAULIC STRUCTURES, RIPRAP, DETENTION BASINS, FOREBAYS, MICRO-POOLS, AND WATER QUALITY FACILITIES (COLLECTIVELY, THE "FACILITIES") IN THE EVENT THE HUNTING HILL METROPOLITAN DISTRICT ("SYSTEM OWNER") FAILS TO SATISFACTORILY MAINTAIN OR REPAIR SAID FACILITIES. A BLANKET ACCESS EASEMENT OVER THE SUBDIVISION IS ALSO GRANTED TO DOUGLAS COUNTY, BUT ONLY FOR THE PURPOSE OF ACCESS THE FACILITIES IN THE EVENT THAT THE DRAINAGE EASEMENTS DO NOT PROVIDE ADEQUATE ACCESS.

THE MAINTENANCE AND REPAIR OF THE FACILITIES LOCATED IN THE SUBDIVISION, AS SHOWN ON THE CONSTRUCTION PLANS ACCEPTED BY DOUGLAS COUNTY OR ON THE PLAT FOR THE SUBDIVISION, SHALL BE THE RESPONSIBILITY OF THE SYSTEM OWNER. IN THE EVENT SUCH MAINTENANCE AND REPAIR ARE NOT PERFORMED BY THE SYSTEM OWNER TO THE SATISFACTION OF DOUGLAS COUNTY, THEN DOUGLAS COUNTY SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO ENTER SAID SUBDIVISION, AFTER TEN (10) DAYS PRIOR WRITTEN NOTICE TO THE SYSTEM OWNER, UNLESS THERE IS AN EMERGENCY, IN WHICH CASE DOUGLAS COUNTY SHALL GIVE NOTICE AS SOON AS PRACTICABLE, TO PERFORM ALL NECESSARY WORK, THE COST OF WHICH SHALL BE PAID BY THE SYSTEM OWNER UPON BILLING. IN THE EVENT THE SYSTEM OWNER FAILS TO REIMBURSE DOUGLAS COUNTY WITHIN THIRTY (30) DAYS AFTER SUBDIVISION OF THE BILL FOR THE COSTS INCURRED, DOUGLAS COUNTY SHALL HAVE THE RIGHT TO ENFORCE SUCH OBLIGATIONS BY APPROPRIATE LEGAL ACTION. IT IS THE SYSTEM OWNER'S RESPONSIBILITY TO CONSTRUCT, MAINTAIN, AND REPAIR THE FACILITIES IN A MANNER CONSISTENT WITH ALL APPLICABLE PLANS APPROVED OR ACCEPTED BY DOUGLAS COUNTY.



VICINITY MAP
SCALE 1=2000'



CHATFIELD FARMS PLANNING AREA
SCALE 1"=200'

BENEFICIARY OF DEED OF TRUST (LOT 119A-3 AND TRACT P)

(NAME OF COMPANY OR CORPORATION)

BY: _____

TITLE: _____

STATE OF COLORADO }
COUNTY OF _____ } SS

ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____

BY _____ AS _____ OF _____
OWNER NAME TITLE NAME OF COMPANY / CORPORATION

WITNESS MY HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC _____

SURVEYOR'S CERTIFICATION

I, HAROLD J. PONSERELLA, PLS 29766, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT TRULY AND CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE ON OCTOBER 3, 2021, BY ME OR UNDER MY DIRECT SUPERVISION AND THAT ALL MONUMENTS EXIST AS SHOWN HEREON; THAT MATHEMATICAL CLOSURE ERRORS ARE LESS THAN 1:50,000 (SECOND ORDER); AND THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO DEALING WITH MONUMENTS, SUBDIVISIONS, OR SURVEYING OF LAND AND ALL APPLICABLE PROVISIONS OF THE DOUGLAS COUNTY SUBDIVISION RESOLUTION. THIS CERTIFICATION IS BASED ON MY KNOWLEDGE, INFORMATION, AND BELIEF AND IS NOT A GUARANTY OF WARRANTY, EITHER EXPRESS OR IMPLIED.

I ATTEST THE ABOVE ON THIS 3RD DAY OF OCTOBER, 2021

HAROLD J. PONSERELLA, COLORADO REGISTERED
PROFESSIONAL LAND SURVEYOR No. 29766

TITLE VERIFICATION:

WE, FIRST AMERICAN TITLE INSURANCE COMPANY, AND DO HEREBY CERTIFY THAT WE HAVE EXAMINED THE TITLE OF ALL LAND PLATTED HEREON AND THAT TITLE TO SUCH LAND IS IN THE DEDICATOR(S) FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES.
FIRST AMERICAN TITLE INSURANCE COMPANY

BY _____ TITLE _____ DATE: _____

PRINT NAME _____

STATE OF COLORADO }
COUNTY OF _____ } SS

ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____

BY _____ AS _____ OF _____

MY COMMISSION EXPIRES: _____

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC _____

ADMINISTRATIVE REPLAT:

THIS ADMINISTRATIVE REPLAT WAS APPROVED FOR FILING BY THE PLANNING DIRECTOR, ON BEHALF OF THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, ON THE _____ DAY OF _____, 202____.

LOT 119A-3, AND TRACT P, CHATFIELD FARMS FILING No. 1-A, 3RD AMENDMENT, IS AMENDED BY THIS PLAT SUBJECT TO ALL COVENANTS, CONDITIONS, AND RESTRICTIONS RECORDED AGAINST AND APPURTENANT TO THE ORIGINAL PLAT RECORDED IN THE OFFICE OF THE DOUGLAS COUNTY CLERK AND RECORDER, RECEPTION No. 2005055642.

PLANNING DIRECTOR, ON BEHALF OF THE BOARD OF DOUGLAS COUNTY COMMISSIONERS

DOUGLAS CLERK AND RECORDER'S CERTIFICATE:

STATE OF COLORADO }
COUNTY OF DOUGLAS } SS

I HEREBY CERTIFY THAT THIS PLAT WAS FILED IN MY OFFICE ON THIS _____ DAY OF _____, 20____ A.D., AT _____ O'CLOCK, ____M., AND WAS RECORDED AT RECEPTION

NO. _____

DOUGLAS COUNTY CLERK AND RECORDER _____

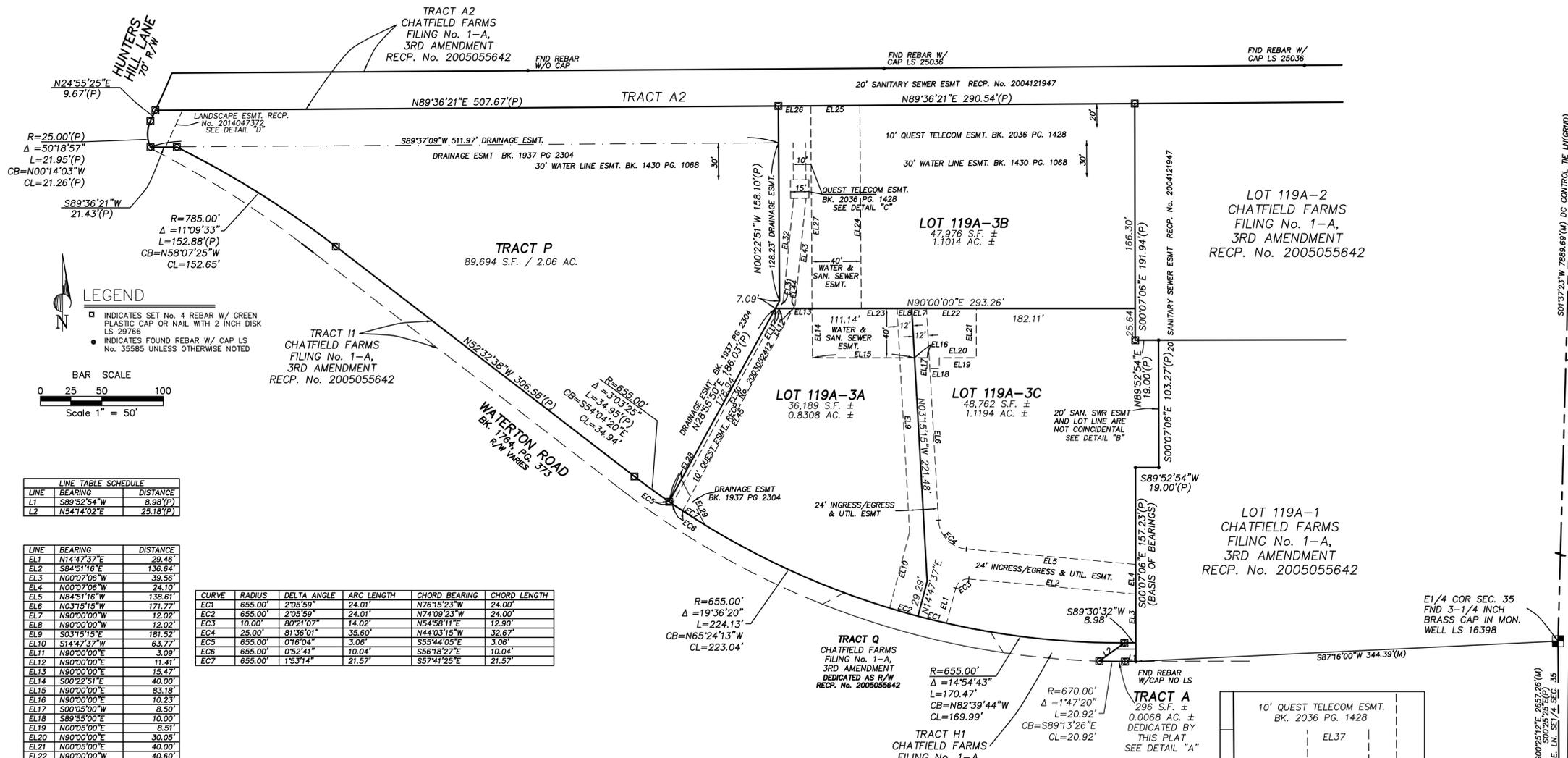
PREPARED FOR:
WDG RAMPART, LLC
4201 E. YALE AVE, SUITE 140
DENVER, CO 80222
(720) 741-1337

RIDGETOP ENGINEERING & SURVEYING
541 E. GARDEN DRIVE, UNIT N,
WINDSOR, CO 80550
(970) 663-4552

COTTONWOOD SURVEYING AND ASSOC., INC.
P.O. BOX 694, STRASBURG, CO 80136
(303) 549-7992.

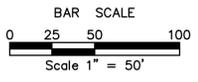
CHATFIELD FARMS FILING No. 1-A, 8TH AMENDMENT

AN ADMINISTRATIVE REPLAT OF LOT 119A-3 AND TRACT P, CHATFIELD FARMS FILING No. 1-A, 3RD AMENDMENT, SITUATE IN THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 6 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO. PLANNING AREA 4, 5.11 ACRES, 3 NONRESIDENTIAL LOTS AND ONE TRACT, SB2022-002 SHEET 2 OF 2



LEGEND

- INDICATES SET NO. 4 REBAR W/ GREEN PLASTIC CAP OR NAIL WITH 2 INCH DISK LS 29766
- INDICATES FOUND REBAR W/ CAP LS No. 35585 UNLESS OTHERWISE NOTED

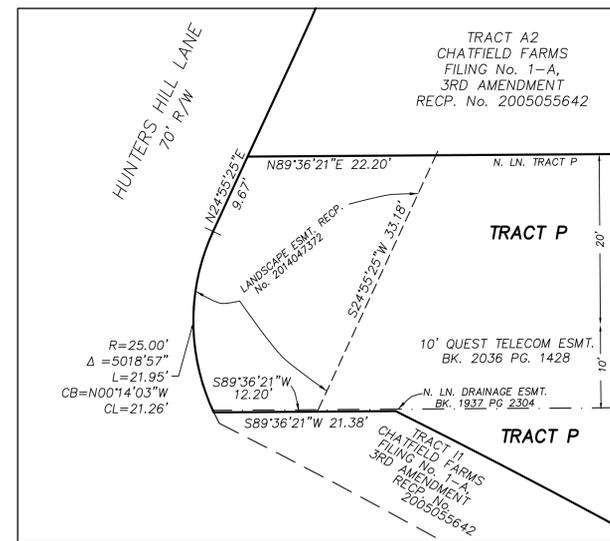


LINE TABLE SCHEDULE

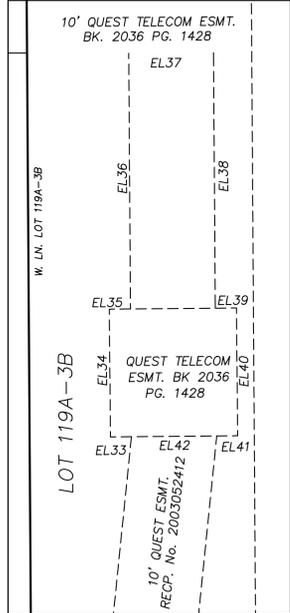
LINE	BEARING	DISTANCE
L1	S89°52'54"W	8.98(P)
L2	N54°14'02"E	25.18(P)

LINE	BEARING	DISTANCE
EL1	N14°47'37"E	29.46'
EL2	S84°51'16"E	136.64'
EL3	N00°07'06"W	39.56'
EL4	N00°07'06"W	24.10'
EL5	N84°51'16"W	138.61'
EL6	N03°15'15"W	171.77'
EL7	N90°00'00"W	12.02'
EL8	N00°00'00"W	12.02'
EL9	S03°15'15"E	181.52'
EL10	S14°47'37"W	63.77'
EL11	N90°00'00"E	3.09'
EL12	N90°00'00"E	11.41'
EL13	N90°00'00"E	15.47'
EL14	S00°22'51"E	40.00'
EL15	N90°00'00"E	83.18'
EL16	N90°00'00"E	10.23'
EL17	S00°05'00"W	8.50'
EL18	S89°53'00"E	10.00'
EL19	N00°05'00"E	8.51'
EL20	N90°00'00"E	30.05'
EL21	N00°05'00"E	40.00'
EL22	N90°00'00"W	40.60'
EL23	N90°00'00"W	29.15'
EL24	N00°22'51"W	164.77'
EL25	S89°36'21"W	40.00'
EL26	S89°36'21"W	26.50'
EL27	S00°22'51"E	164.49'
EL28	N28°55'50"E	20.61'
EL29	S27°28'47"E	41.54'
EL30	N28°49'12"E	180.72'
EL31	N28°49'12"E	6.83'
EL32	N05°49'47"E	83.62'
EL33	S89°27'10"W	2.47'
EL34	N00°32'50"W	15.00'
EL35	N89°27'10"E	2.50'
EL36	N00°23'39"W	30.02'
EL37	N89°36'21"E	10.00'
EL38	S00°23'39"E	29.99'
EL39	N89°27'10"E	2.50'
EL40	S00°32'50"E	15.00'
EL41	S89°27'10"W	2.47'
EL42	S89°27'10"W	15.00'
EL43	S05°49'47"W	86.98'
EL44	S28°49'12"W	3.36'
EL45	S28°49'12"W	187.07'

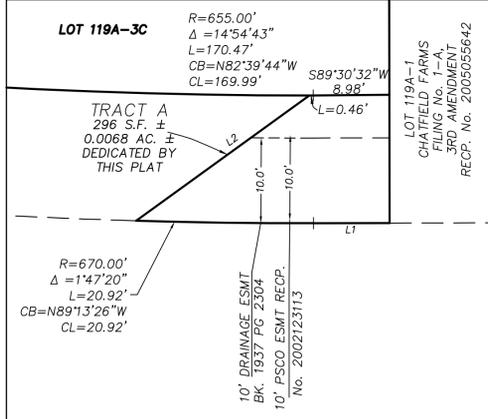
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
EC1	655.00'	2°05'59"	24.01'	N76°15'23"W	24.00'
EC2	655.00'	2°05'59"	24.01'	N74°09'23"W	24.00'
EC3	10.00'	80°21'07"	14.02'	N54°58'11"E	12.90'
EC4	25.00'	81°36'01"	35.60'	N44°03'15"W	32.67'
EC5	655.00'	0°16'04"	3.06'	S55°44'05"E	3.06'
EC6	655.00'	0°52'41"	10.04'	S56°18'27"E	10.04'
EC7	655.00'	1°53'14"	21.57'	S57°41'25"E	21.57'



DETAIL "D" SCALE 1 = 10'



DETAIL "C" SCALE 1 = 10'



DETAIL "A" SCALE 1 = 10'

DETAIL "B" SCALE 1 = 5'





REFERRAL RESPONSE REQUEST

Date sent: June 3, 2022

Comments due by: June 10, 2022

Project Name: Chatfield Farms Filing 1A, 3rd Amendment, Lot 119A-3A

Project File #: SP2022-003

Project Summary: A Site Improvement Plan (SIP) Request to construct a 4,500 square foot retail building. The 0.83-acre site is zoned Planned Development and is located northwest of the intersection of Waterton Road and N. Rampart Range Road.

Information on the identified development proposal located in Douglas County is enclosed. Please review and comment in the space provided.

<input type="checkbox"/> No Comment	
<input type="checkbox"/> Please be advised of the following concerns:	
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div>	
<input type="checkbox"/> See letter attached for detail.	
Agency:	Phone #:
Your Name:	Your Signature:
<i>(please print)</i>	Date:

Agencies should be advised that failure to submit written comments prior to the due date, or to obtain the applicant's written approval of an extension, may result in written comments being accepted for informational purposes only.

Sincerely,

Heather Scott, AICP
Project Planner
303-919-4801
hscott@douglas.co.us

CHATFIELD FARMS FILING 1A, 8TH AMENDMENT, LOT 119A-3A

NE 1/4 SECTION 35, T6S, RANGE 69 WEST OF THE SIXTH P.M.

PLANNING AREA 4 LOT 119A-3A (0.83 ACRES)

SITE IMPROVEMENT PLAN - SP2022-003



541 E. Garden Drive, Windsor, CO 80550

PROJECT TITLE

WATERTON RETAIL

NWC WATERTON/RAMPART, DOUGLAS COUNTY, CO

PREPARED FOR
WDG WATERTON, LLC

4201 E. YALE AVE, SUITE 140, DENVER, CO 80222

SUBMITTAL
SITE IMPROVEMENT PLAN (SP2022-003)

DRAWN BY: RSB
CHECKED BY: MRB
PROJECT NO.: 21-006-030

REVISIONS	DATE

DATE
2/8/2022

SHEET TITLE
SITE PLAN

SHEET INFORMATION
C-1.0

SP2022-003
2 of 8

LEGEND

- PORTLAND CEMENT CONCRETE PAVEMENT
- ASPHALTIC CONCRETE PAVEMENT
- HEAVY DUTY ASPHALTIC CONCRETE PAVEMENT
- CONCRETE SIDEWALK
- PROPERTY LINE
- EDGE OF PAVEMENT
- CURB AND GUTTER
- SAW CUT
- BUILDING
- EASEMENT
- FENCE

SITE DATA

SITE AREA: 0.831± AC (36,189 SF)
 OWNER: LAND SECURITY INVESTORS LTD
 LAND USE CLASSIFICATION: COMMERCIAL
 ZONING CLASSIFICATION: PD - PLANNED DEVELOPMENT
 LOCAL JURISDICTION: DOUGLAS COUNTY
 APN: 2227-351-01-043
 ADDRESS: TBD, WATERTON RD, DOUGLAS COUNTY
 BUILDING HEIGHT: SINGLE STORY
 BUILDING: ±4,500 SF (12.4%)
 PARKING/ROADWAY: ±20,166 SF (55.7%)
 LANDSCAPE: ±10,191 SF (28.2%)
 TRAILS/WALKS: ±1,332 SF (3.7%)
 TOTAL SITE: ±36,189 (100%)

BUILDING SETBACKS: REGIONAL/MAJOR ARTERIAL: 75'
 MINOR ARTERIAL: 40'
 COLLECTOR/LOCAL: 20'

BUILDING DATA

RETAIL: = 4,500 SF

PARKING DATA

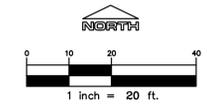
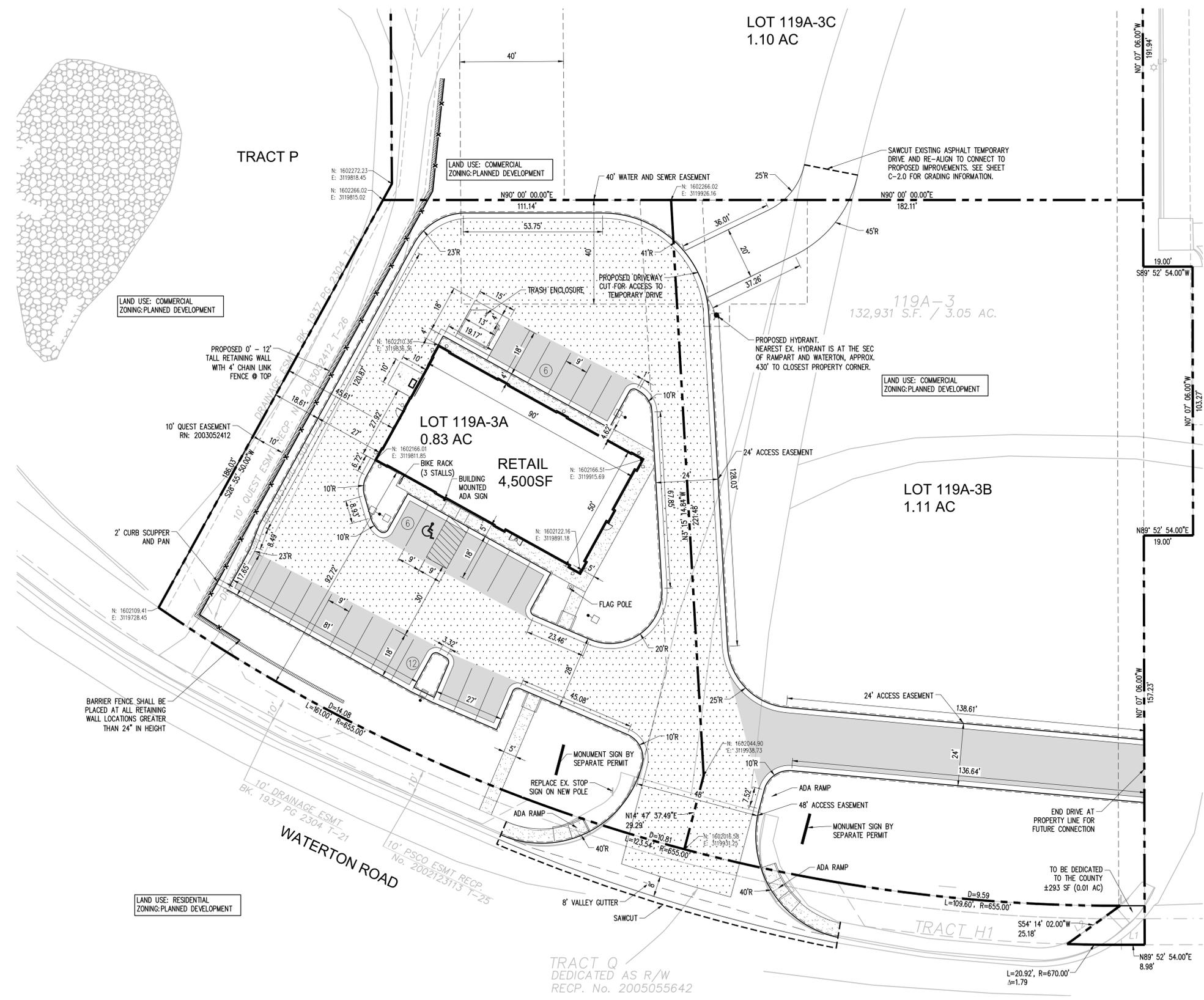
USE: RETAIL
 REQUIRED PARKING: 23 STALLS TOTAL

	REQUIRED	PROPOSED
STANDARD SPACES	23 STALLS	23 STALLS
ACCESSIBLE SPACES	1 STALLS	1 STALLS
TOTAL VEHICLE SPACES	24 STALLS	24 STALLS

STALL DIMENSIONS:
 HANDICAP: 9' x 18'
 STANDARD: 9' x 18'

NOTES

- ALL WORK AND MATERIALS SHALL COMPLY WITH ALL CITY/TOWN/COUNTY REGULATIONS AND CODES AND O.S.H.A. STANDARDS.
- THE DESIGN SHOWN IS BASED UPON THE ENGINEER'S UNDERSTANDING OF THE EXISTING CONDITIONS. THIS PLAN DOES NOT REPRESENT A DETAILED FIELD SURVEY. THE EXISTING CONDITIONS SHOWN ON THIS PLAN SHEET ARE BASED UPON SURVEY PREPARED BY COTTONWOOD SURVEYING AND ASSOCIATES, INC., DATED 9/20/2021. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING FIELD CONDITIONS PRIOR TO BIDDING THE PROPOSED SITEWORK IMPROVEMENTS. IF CONFLICTS ARE DISCOVERED, THE CONTRACTOR SHALL NOTIFY THE OWNER PRIOR TO INSTALLATION OF ANY PORTION OF THE SITEWORK WHICH WOULD BE AFFECTED. IF CONTRACTOR DOES NOT ACCEPT EXISTING SURVEY, INCLUDING TOPOGRAPHY AS SHOWN ON THE PLANS, WITHOUT EXCEPTION, HE SHALL HAVE MADE, AT HIS OWN EXPENSE, A TOPOGRAPHIC SURVEY BY A REGISTERED LAND SURVEYOR AND SUBMIT IT TO THE OWNER FOR REVIEW.
- CAUTION - NOTICE TO CONTRACTOR**
 THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITIES, AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANY AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES AND EXISTING IMPROVEMENTS WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS ON THE PLANS.
- CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATION AND DIMENSIONS OF VESTIBULE, SLOPED PAVING, EXIT PORCHES, SIDEWALKS, RAMPS & TRUCK DOCKS, PRECISE BUILDING DIMENSIONS AND EXACT BUILDING UTILITY ENTRANCE LOCATIONS.
- DIMENSIONS SHOWN REFER TO FACE OF CURB, FACE OF BUILDING OR TO THE CENTERLINE OF PAVEMENT STRIPING, UNLESS OTHERWISE NOTED.
- ALL PAVED PARKING LOT AREAS WITHIN THE LIMITS OF IMPROVEMENTS SHALL BE STANDARD DUTY PAVEMENT UNLESS OTHERWISE NOTED.
- CONTRACTOR SHALL PROVIDE A TEMPORARY TRAFFIC CONTROL PLAN FOR THE CITY ENGINEER'S APPROVAL PRIOR TO ANY WORK WITHIN THE CITY RIGHT-OF-WAY.
- FIRE LANE STRIPING AROUND BUILDING PERIMETER AND ALONG FIRE TRUCK ACCESS WAYS SHALL BE INSTALLED AS PART OF THIS CONTRACT, IN ACCORDANCE WITH THE LOCAL CODE AND FIRE MARSHALL REQUIREMENTS.
- REFER TO BOUNDARY SURVEY FOR LEGAL DESCRIPTION, DIMENSIONS OF PROPERTY LINES, BASIS OF BEARINGS & BENCHMARK INFORMATION.
- ALL ON-SITE PAINTED STRIPING SHALL BE DOUBLE COATED. SEPARATE COATS SHALL BE APPLIED NO SOONER THAN 4 HOURS APART. (CONTRACTOR TO REFER TO PROJECT SPECIFICATIONS FOR ADDITIONAL PAVING MARKING REQUIREMENTS.)
- PARKING LOT STRIPING SHALL BE YELLOW, 4" WIDTH, UNLESS OTHERWISE NOTED.
- ALL DISTURBED AREAS ARE TO RECEIVE FOUR INCHES OF TOPSOIL, SEED, MULCH AND WATER UNTIL A HEALTHY STAND OF GRASS IS ESTABLISHED.
- ALL ISLANDS WITH CURB AND GUTTER SHALL BE LANDSCAPED. THOSE ISLANDS ARE TO HAVE 18" CURB AND GUTTER. ALL REMAINING ISLANDS ARE TO BE STRIPED AS SHOWN.
- EXISTING STRUCTURES WITHIN CONSTRUCTION LIMITS ARE TO BE ABANDONED, REMOVED OR RELOCATED AS NECESSARY. ALL COST SHALL BE INCLUDED IN BASE BID.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ALL RELOCATIONS, INCLUDING BUT NOT LIMITED TO, ALL UTILITIES, STORM DRAINAGE, SIGNS, TRAFFIC SIGNALS & POLES, ETC. AS REQUIRED. ALL WORK SHALL BE IN ACCORDANCE WITH GOVERNING AUTHORITIES SPECIFICATIONS AND SHALL BE APPROVED BY SUCH. ALL COST SHALL BE INCLUDED IN BASE BID.
- CURB RADI ADJACENT TO PARKING STALLS SHALL BE 2'. ALL OTHER CURB RADI SHALL BE 10', UNLESS OTHERWISE NOTED.



APPROVAL CERTIFICATE	
ENGINEERING	INITIALS/DATE
PLANNING	INITIALS/DATE
OWNER	INITIALS/DATE
LESSEE (IF APPLICABLE)	INITIALS/DATE

File: SP - DCW11005.dwg Path: P:\Colorado\Douglas County\Wall Development\Waterton & Rampart_SWP_#21-006-030\2 Drawings\ Plotted by: Ryan Date: 15-Feb-22 2:35:39pm

Chatfield Farms Filing 1A, 8th Amendment, Lot 119A-3A

NE 1/4 Section 35, T6S, Range 69 West
 Planning Area 4 Lot 199A-3A (0.83 Acres)

Site Improvement Plan - SP2022-003

DOUGLAS COUNTY LANDSCAPE REQUIREMENTS

1 TREE AND 10 SHRUBS PER 1,000 SF OF LANDSCAPE AREA

LANDSCAPE AREA		TREES REQUIRED	SHRUBS REQUIRED
17,478 SF	TREES PROVIDED	18	175
	SHRUBS PROVIDED	18	179
LANDSCAPE ISLANDS		TREES REQUIRED	SHRUBS REQUIRED
640SF	TREES PROVIDED	4	31
	SHRUBS PROVIDED	4	31

Note: 10 SF of landscaping per required parking stall. The required number of stalls is 60. 600sf Required by code. Project parking islands are 430 SF (22 Shrubs provided) and 210 SF (9 shrubs provided), Total of 640sf.

Label these items for clarification.
 Screen back so that property boundary is the heaviest line weight

PLANT SCHEDULE

TREES	BOTANICAL / COMMON NAME	CONT	CAL	SIZE	QTY	REMARKS	WATER USE	MATURE WIDTH	
GLE IN4	Gleditsia triacanthos inermis / Thornless Honey Locust	B&B	2.5"		6		Low - Medium	25 - 40' w.	
PIC FAB	Picea pungens 'Fat Albert' / Fat Albert Colorado Spruce	B&B	3"	8' x 12'	2		Medium	15 - 25' w.	
SHRUBS	BOTANICAL / COMMON NAME	CONT			WATER USE	MATURE WIDTH			
CAL KAR	Calamagrostis x acutiflora 'Karl Foerster' / Karl Foerster Feather Reed Grass	#5			51	Low - Medium	1 - 3' w.		
JUN COM	Juniperus chinensis 'Pfitzeriana Compacta' / Compacta Pfitzer Juniper	#5			24	Low - Medium	3 - 6' w.		
PER ATR	Perovskia atriplicifolia / Russian Sage	#5			31	Low - Medium	1 - 3' w.		
ROS LMM	Rosa rugosa 'Purple Pavement' / Purple Pavement Rose	#5			30	Low - Medium	3 - 6' w.		
GROUND COVERS	BOTANICAL / COMMON NAME	CONT	SPACING	WATER USE	MATURE WIDTH				
EVO C22	Euonymus fortunei 'Coloratus' / Purple-leaf Wintercreeper	SP5	144" o.c.	194	Medium	1 - 3' w.			

IRRIGATION NOTES:

- IRRIGATION PLANS WILL BE SUBMITTED WITH FINAL CONSTRUCTION DOCUMENTS SET.
- TREE/SHRUBS AND GROUND COVER WILL BE IRRIGATED WITH A SUBSURFACE DRIP IRRIGATION SYSTEM.
- TURF AREA WILL BE IRRIGATED WITH TURF STYLE H.E. SPRINKLERS (RAINBIRD 1806 OR Equal)
- A WEATHER STATION WILL BE CONNECTED TO THE CONTROLLER TO MANAGE THE DEFICIENCY OF THE IRRIGATION SYSTEM.

SOD/TURF/GROUND COVER

SYM	QTY	COMMON NAME
	+/- 5061SF	FESCUE SOD
NOTES: SOD SHALL BE LOCALLY SOURCED AND PLACED WITHIN 24HR OF DELIVERY TO PROJECT SITE.		
	+/-4229SF	RIVER ROCK MULCH 2"-3" DIA.
NOTE: QUANTITY MUST BE VERIFIED BY THE CONTRACTOR AFTER THE 2' CONCRETE CHANNEL HAS BEEN LOCATED ON THE EAST SIDE OF THE BUILDING.		

UTILITY NOTES:

1. THE LANDSCAPE CONTRACTOR IS REQUIRED TO CONTACT THE COUNTY PUBLIC WORKS DEPARTMENT, AND ANY OTHER PUBLIC OR PRIVATE AGENCY NECESSARY FOR UTILITY LOCATION PRIOR TO ANY CONSTRUCTION.
2. THIS DRAWING IS A PART OF A COMPLETE SET OF BID DOCUMENTS, SPECIFICATIONS, ADDITIONAL DRAWINGS, AND EXHIBITS. UNDER NO CIRCUMSTANCES SHOULD THESE PLANS BE USED FOR CONSTRUCTION PURPOSES WITHOUT EXAMINING ACTUAL LOCATIONS OF UTILITIES ON SITE, AND REVIEWING ALL RELATED DOCUMENTS.
3. THE LOCATION OF THE ALL UNDERGROUND UTILITIES ARE LOCATED ON THE ENGINEERING DRAWINGS FOR THIS PROJECT. THE MOST CURRENT REVISION IS HERE IN MADE PART OF THIS DOCUMENT. UNDERGROUND UTILITIES EXIST THROUGHOUT THIS SITE AND MUST BE LOCATED PRIOR TO ANY CONSTRUCTION ACTIVITY. WHERE UNDERGROUND UTILITIES EXIST, FIELD ADJUSTMENT MAY BE NECESSARY AND MUST BE APPROVED BY A REPRESENTATIVE OF THE OWNER. NEITHER THE OWNER NOR THE LANDSCAPE ARCHITECT ASSUMES ANY RESPONSIBILITY WHATSOEVER, IN RESPECT TO THE CONTRACTORS ACCURACY IN LOCATING THE INDICATED PLANT MATERIAL, AND UNDER NO CIRCUMSTANCES SHOULD THESE PLANS BE USED WITHOUT REFERENCING THE ABOVE MENTIONED DOCUMENTS.

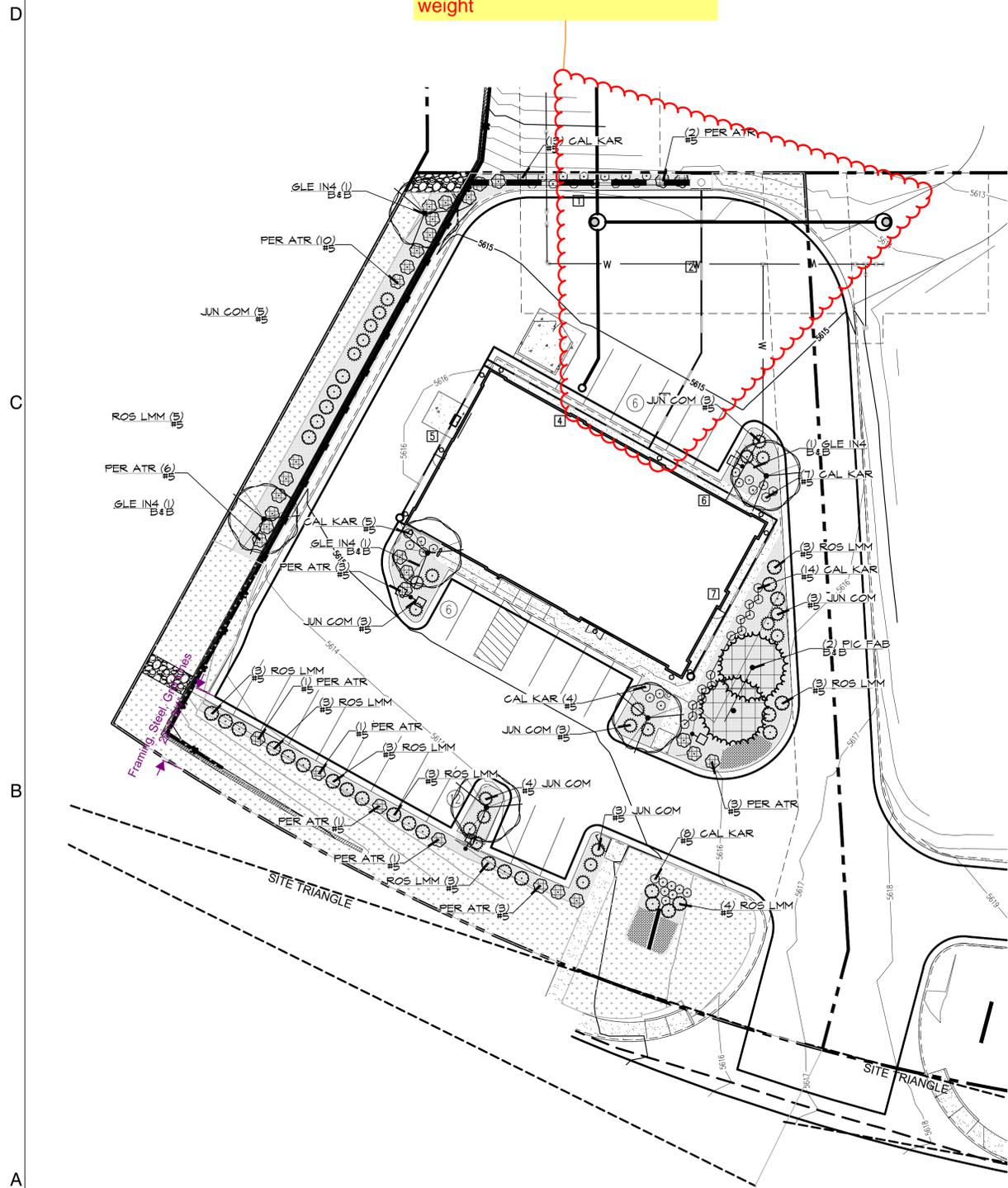
GENERAL NOTES:

If any transformers, ground-mounted HVAC units, utility pedestals, and similar features are not shown on the SIP, additional landscaping and screening may be required based upon field conditions during the site inspection prior to issuance of the certificate of occupancy, or final inspection, as applicable.

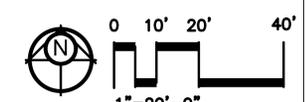
Landscaping shall be planted and maintained by the owner, successor, and/or assigns. Should any plant material die, it shall be replaced with similar plant material within one planting season.

Fill in the Approval Certificate according to DCZR 2706.09

APPROVAL CERTIFICATE



1 LANDSCAPE PLAN
 SCALE: 1"=20'-0"



LIVING | architecture
 jobman STUDIO planning+design
 605.877.4804
 5825 Cloud Peak Dr.
 Rapid City, SD 57702
 mark@jobmanstudio.com
 PROJECT MANAGER: Mark JOBMAN, PLA

ORIGINAL SUBMITTAL / REVISIONS	NO	DESCRIPTION	DATE	MM/DD/YY	MM/DD/YY	MM/DD/YY	MM/DD/YY	MM/DD/YY

PRIME CONSULTANTS:

 RIDGETOP
 ENGINEERING & SURVEYING
 541 E. Garden Blvd., Suite N
 Windsor, CO 80550
 (970) 668-4832
 www.ridgetopeng.com
 © elevate design studios, llc

WATERTON RETAIL
NWC WATERTON/RAMPART
 DOUGLAS COUNTY, CO

PROJECT NUMBER: 2021-016 / SP2022-003
 DRAWN BY: MRJ
 CHECK BY: MRJ-EDS
 SHEET TITLE:

LANDSCAPE PLAN

L-1.00

ORIGINAL SHEET SIZE: 24X36

The building elevations shown and approved hereon are intended to demonstrate how all HVAC shall be screened according to Douglas County Zoning Resolution requirements. It is the applicant's responsibility to ensure that screening occurs in the field as demonstrated by these plans, regardless of curb requirements, mechanical plan changes, or other circumstances. Failure to provide screening may result in delay of final inspections and/or issuance of a certificate of occupancy.

Ensure the Title Block matches pages 1-4 in language and size
The 1st sentence should be:
Chatfield Farms Filing 1A, 3rd Amendment, Lot 119A-3A

Chatfield Farms Filing No 1A, 8th Amendment
NE 1/4 Section, Section 35, T6S, R 69 West
Planning Area 4 Lot 199A-3A (0.83 Acres)
Site Improvement Plan - SP2022-003

EXTERIOR LIGHTING SCHEDULE		
MARK	DESCRIPTION	MANUFACTURER & SPEC
L-1	EXTERIOR LIGHTING	LANTERRA 9004 LED WALL MOUNTED CYLINDER DISTRIBUTION: UP/DOWN COLOR: CLEAR ANODIZED ALUMINUM
L-2	EXTERIOR LIGHTING	LSI-EPM MR-16 THERMOPLASTIC EMERGENCY UNIT LED WALL MOUNTED DISTRIBUTION: DOWN COLOR: WHITE
L-3	EXTERIOR LIGHTING	LNC3 LITEPAK LED WALL MOUNTED DISTRIBUTION: DOWN COLOR: GRAY

EXTERIOR FINISH SCHEDULE			
MARK	DESCRIPTION	MANUFACTURER & SPEC	SAMPLE
E-1	EIFS - FIELD	SHERWIN-WILLIAMS COLOR: SW 7039 VIRTUAL TAUPE (SCORE LINES PER ELEVATIONS)	
P-1	PAINT		
E-2	EIFS - ACCENT	SHERWIN-WILLIAMS COLOR: SW 7041 VAN DYKE BROWN (PARAPET FLASHING TO MATCH)	
P-2	PAINT		
E-3	EIFS - BAY	SHERWIN-WILLIAMS COLOR: SW 7036 ACCESSIBLE BEIGE (SCORE LINES PER ELEVATIONS)	
P-3	PAINT		
V-1	MODULAR BRICK	GENERAL SHALE COLOR: ADDISON	
M-1	ANODIZED ALUMINUM	COLOR: DARK BRONZE (STOREFRONT & AWNINGS TO MATCH)	

LINGLE DESIGN GROUP, INC
 LINGLEDESIGNGROUP, INC
 158 WEST MAIN STREET
 LENA, IL 61048
 815.369.9155
 1764 BLAKE ST
 DENVER, CO 80202
 303.974.5875
 WWW.LINGLEDESIGN.COM

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PROJECT #:
20-245
 DRAWN BY: BA
 CHECKED BY: MP

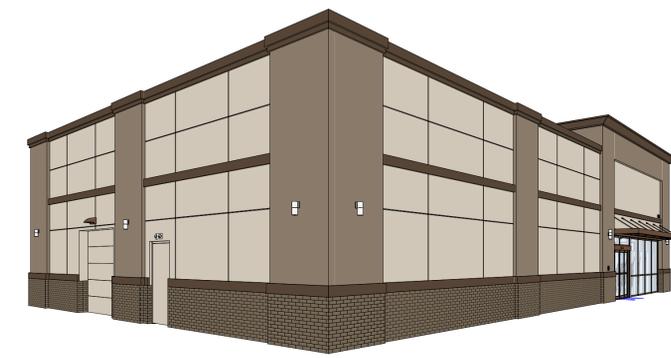
SCHEMATIC ELEVATIONS - 12/07/2021
 △
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APPROVAL CERTIFICATE
 ENGINEERING INITIALS/DATE
 PLANNING INITIALS/DATE
 OWNER INITIALS/DATE
 LESSEE (IF APPLICABLE) INITIALS/DATE

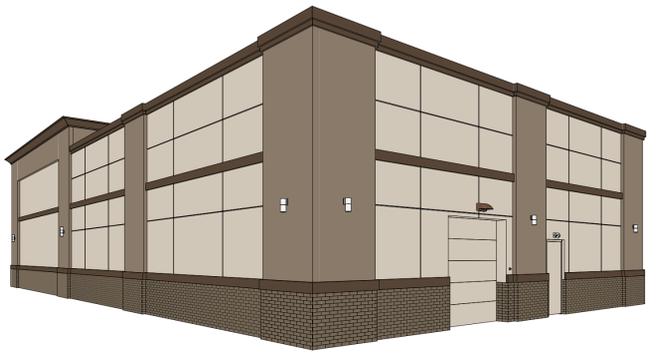
RETAIL PAINT STORE

Owner
 STORE #:
XXXX
 ADDRESS:
 NWC WATERTON/RAMPART,
 ROXBOROUGH PARK, CO
 SHEET TITLE:
 SCHEMATIC FLOOR
 PLAN &
 ELEVATIONS
 SHEET NUMBER:

A1



8 SOUTHWEST VIEW



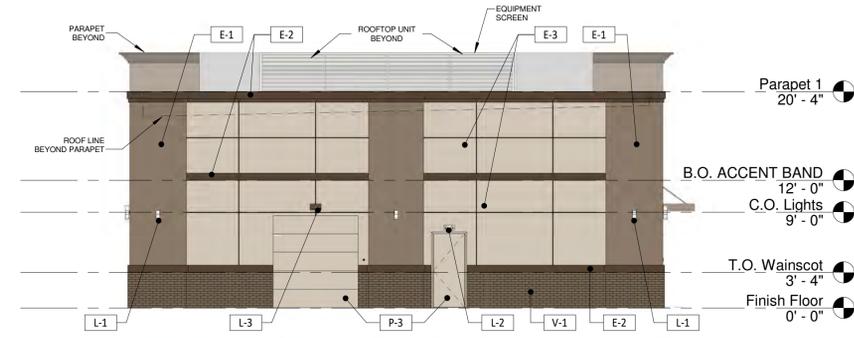
6 NORTHWEST VIEW



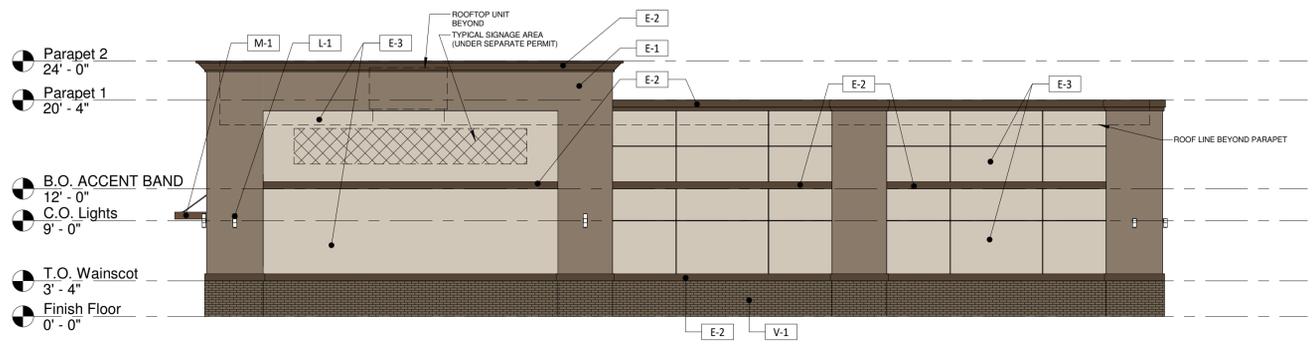
4 NORTHEAST VIEW



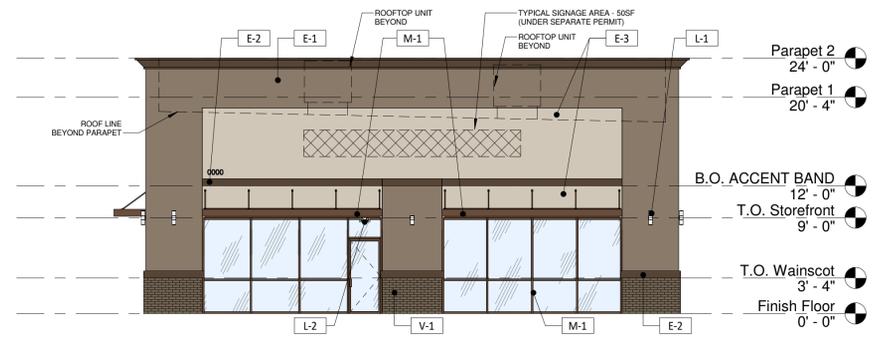
1 SOUTHEAST VIEW



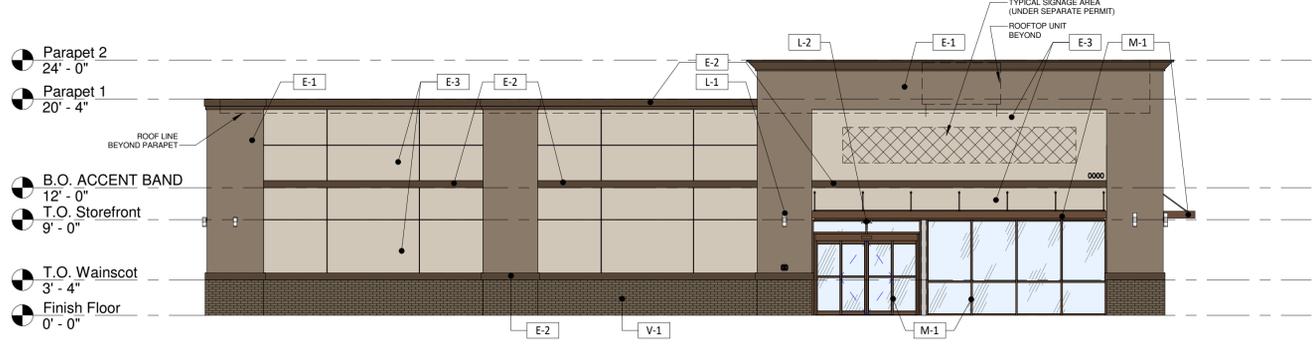
9 WEST ELEVATION
1/8" = 1'-0"



7 NORTH ELEVATION
1/8" = 1'-0"

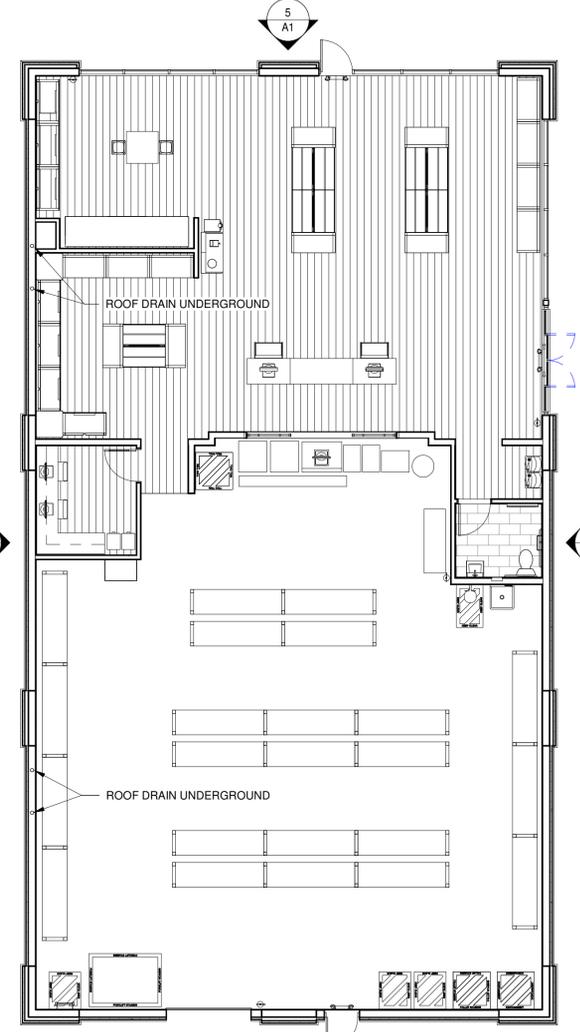


5 EAST ELEVATION
1/8" = 1'-0"



2 SOUTH ELEVATION
1/8" = 1'-0"

The manufacturing specs have not changed since the first submittal however this plot has different tones then the previous version. The final SIP packet will be field checked so please watch how this page prints.



3 FLOOR PLAN
1/8" = 1'-0"

Ensure the Title Block matches pages 1-4 in language and size
The 1st sentence should be:
Chatfield Farms Filing 1A, 3rd Amendment, Lot 119A-3A

Chatfield Farms Filing No 1-A, 8th Amendment
NE 1/4 Section, Section 35, T6S, R 69 West
Planning Area 4 - Lot 199A-3A (0.83 Acres)
Site Improvement Plan - SP2022-003

LINGLEDISIGNGROUP, INC
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PROJECT #:
20-245
DRAWN BY: BA
CHECKED BY: MP

SCHEMATIC ELEVATIONS - 12/07/2021
△
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△

APPROVAL CERTIFICATE

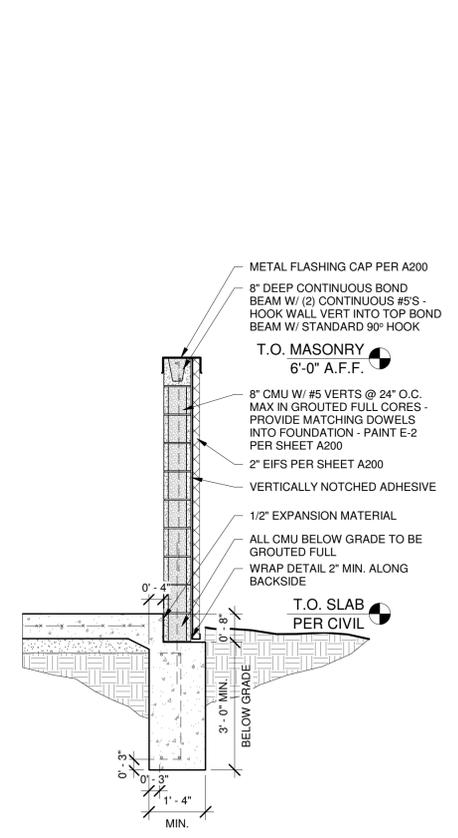
ENGINEERING	INITIALS/DATE
PLANNING	INITIALS/DATE
OWNER	INITIALS/DATE
LESSEE (IF APPLICABLE)	INITIALS/DATE

RETAIL PAINT STORE

Owner
STORE #:
XXXX
ADDRESS:
NWC WATERTON/RAMPART,
ROXBOROUGH PARK, CO

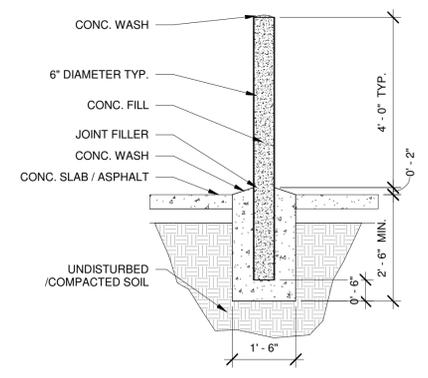
SHEET TITLE:
TRASH ENCLOSURE
SHEET NUMBER:

A2

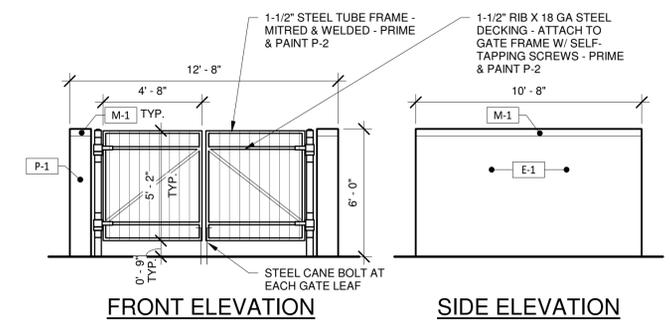


3 TRASH ENCLOSURE WALL SECTION EIFS
1/2" = 1'-0"

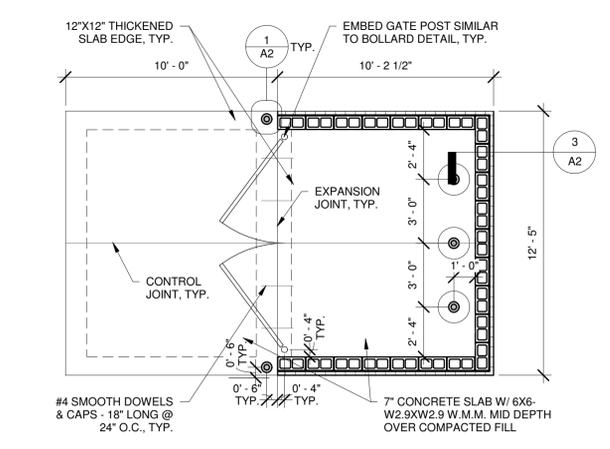
NOTE: SEE PLAN FOR LOCATION



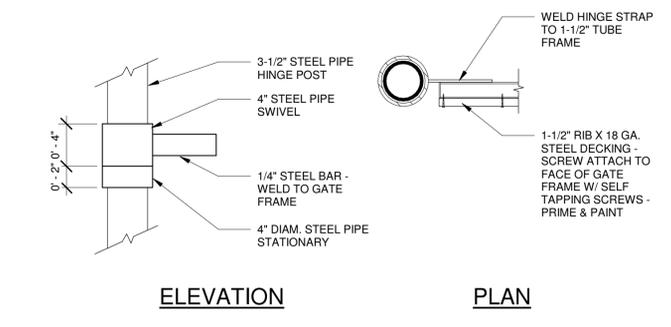
1 BOLLARD DETAIL
1/2" = 1'-0"



5 TRASH ENCLOSURE ELEVATIONS EIFS
1/4" = 1'-0"



4 TRASH ENCLOSURE PLAN EIFS
1/4" = 1'-0"



2 HINGE DETAIL
1 1/2" = 1'-0"

Chatfield Farms Filing No 1A, 8th Amendment

NE 1/4 Section, Section 35, T6S, R 69 West
Planning Area 4 Lot 199A-3A (0.83 Acres)
Site Improvement Plan - SP2022-003

CSX1 LED LED Area Luminaire



Specifications

- EPA: 12.4" (315mm)
- Length: 23-1/2" (597mm)
- Width: 15-1/2" (393mm)
- Height: 5-7/8" (149mm)
- Weight: 37 lbs (16.8kg)

Capable Luminaire

This item is an A+ capable luminaire, which has been designed and tested to provide consistent color appearance and system-level interoperability.

All configurations of this luminaire meet the Acuity Brands' specification for chromatic consistency.

This luminaire is A+ Certified when ordered with DTL* controls marked by a shaded background. DTL, DLL equipped luminaires meet the A+ specification for luminaire to photometric interoperability.

This luminaire is part of an A+ Certified solution for ROAM? or XPoint? Wireless control networks, providing out-of-the-box control compatibility with simple commissioning, when ordered with drivers and control options marked by a shaded background.

To learn more about A+, visit www.acuitybrands.com/a-plus.

1. See ordering tree for details.

2. A+ Certified Solutions for ROAM require the order of one ROAM node per luminaire. Sold Separately. Link to Roam: Link to DTI, DLI

Ordering Information EXAMPLE: CSX1 LED 60C 1000 40K T3M MVOLT SPA DDBXD

Series	LEDs	Drive Current	Color Temperature	Substitution	Voltage	Mounting	Option	Finish
CSX1LED	600 60	1000	4000K (T4)	T3M	120V	SHROD	SP	White

LITHONIA LIGHTING

One Lithonia Way • Cary, Georgia 30132 • Phone: 1-800-755-5559 (P38) • www.lithonia.com

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Lumiere

DESCRIPTION

Lanterna 9004-W1 (Up and Down) and 9004-W2 (Up and Down) are 4.25" O.D., line voltage cylinder fixtures with dimmable LED. The luminaire comes in various mounting options: surface mount with integral driver in the housing, remote driver mount with round and square wall plates and square wall integral driver, all of which can be mounted over standard 4 inch box. The luminaire also comes with various field replaceable optics. It also comes with various lens, covers and colors of dichroic filters, which can combine up to two at once to create multiple lighting effects. The fixture may be used indoors or outdoors and carries P66 rating.

Material

Housing and hood are sealed with a high temperature silicone O-ring gasket to prevent water intrusion.

Finish

Fixtures constructed from 6061-T6 aluminum are double protected by an RDS consistent chemical film, undercoating and polyester powder coat paint finish, surpassing the rigorous demands of the outdoor environment. A variety of standard colors are available.

Head

Head is removable and accepts up to two internal accessories at once (lenses, covers and filters) to achieve multiple lighting effects. Weep holes prevent water and mineral salts from collecting on the lens, even in the straight up position. The flush ring design reduces fixture length, minimizes debris collection and prevents water and mineral salts from reflecting on the lens.

Electrical

Long life LED system coupled with electronic driver (120-277V/50-60Hz) is compatible with Triac, Tri-Phase, ELV (forward phase) and 0-10V dimming to deliver optimal performance. Light can be dimmed from 100% while maintaining constant CCT. It will operate in 30°C to 50°C unless noted otherwise. The driver incorporates surge protection. LED's are available in 3700K, 4000K, 5000K and 5700K. 4000K and 5000K are 80CRI and 97CRI. 6000K and 8000K are 90CRI and 97CRI.

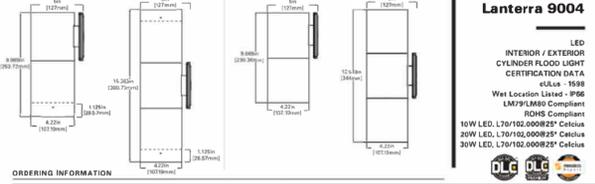
Compliance

Components are UL recognized and luminaires are eUL listed for 80°C ambient environments unless noted otherwise. Wet location listed, and RDMS compliant. IP66-Rated. Designlights Consortium? Qualified and classified for both DLC Standard and DLC Premium, refer to www.designlights.org for details.

Warranty

Luminaire warrants the Lanterna series of fixtures against defects in material and workmanship for five (5) years. Auxiliary equipment such as LED drivers carries the original manufacturer's warranty.

Dimensions



ORDERING INFORMATION

Series	LEDs	Drive Current	Color Temperature	Substitution	Voltage	Mounting	Option	Finish
9004-W1-RW	120	1000	4000K (T4)	T3M	120V	SHROD	SP	White
9004-W2-RW	120	1000	4000K (T4)	T3M	120V	SHROD	SP	White
9004-W1-FL	120	1000	4000K (T4)	T3M	120V	SHROD	SP	White
9004-W2-FL	120	1000	4000K (T4)	T3M	120V	SHROD	SP	White

TYPE "L-3"

HUBBELL Outdoor Lighting

LNC3 MEDIUM LED LITEPAK

ORDERING INFORMATION

Series	LEDs	Drive Current	Color Temperature	Substitution	Voltage	Mounting	Option	Finish
LNC3	24L	24L60	3000K	T3M	120V	SHROD	SP	White

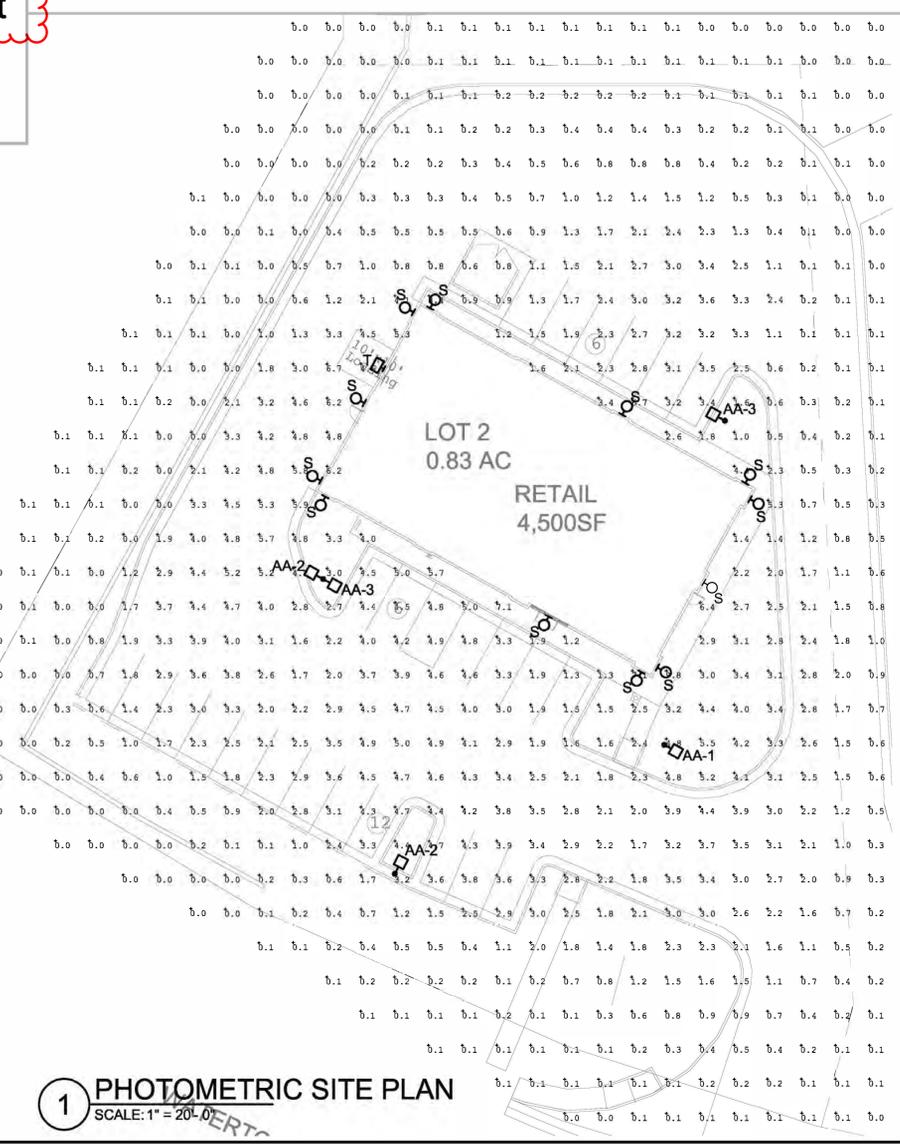
ACCESSORIES AND SERVICES (ORDERED SEPARATELY)

- LNC3-CS Frost-free acrylic control shield, reduces glare and improves uniformity with only 20% lumen reduction.
- SCP Remote Remote control for SCP, if option. Order at least one per gang to program and control the occupancy sensor.
- SW5WS SkySync interface software loaded on USB flash drive for use with owner supplied PC (Windows based only). Includes SkySync license, software and USB drive bridge node.
- SW7AS Windows tablet and SkySync interface software. Includes tablet with pre-installed software, SkySync license and USB drive bridge node.
- SW8WS SkySync USB drive bridge node only. Order if replacement is required or fan site bridge nodes required.
- SW7PP SkySync 7 pin future module (On-Order). Dusklight Sensor: 00-480VAC.

KEY DATA

Parameter	Value
Lumen Range	2,991-7,603
Wattage Range	28-83
Efficiency Range (LPW)	84-115
Fixture Projected Life (Hours)	1,70-60K
Weights (lbs, kg)	18.0 (8.2)

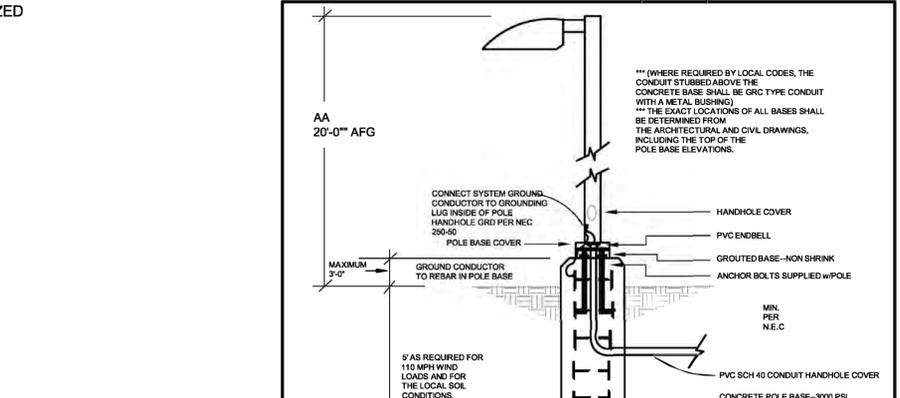
PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY OR CONDUCTING FINAL INSPECTIONS, DOUGLAS COUNTY SHALL CONDUCT AN EVENING SITE VISIT TO ENSURE: ILLUMINATION LEVELS GENERATED BY THE LIGHTING MEET ALL COUNTY CRITERIA AS WELL AS THOSE INDICATED ON THE APPROVED SITE IMPROVEMENT PLAN; DO NOT CREATE DISABILITY GLARE ON ADJACENT PROPERTIES; AND THAT ALL FIXTURES ARE FULL CUTOFF AS DEFINED BY THE ILLUMINATING ENGINEERING SOCIETY OF NORTH AMERICA. IN THE EVENT LIGHTING LEVELS DO NOT MEET THESE CRITERIA, REMEDIAL ACTION MAY INCLUDE RE-LAMPING WITH LOWER WATTAGE BULBS, RELOCATING FIXTURES, SHIELDING FIXTURES, REMOVING FIXTURES, OR REPLACING FIXTURES. IT SHALL BE THE RESPONSIBILITY OF THE APPLICANT TO ENSURE ALL SITE LIGHTING COMPLIES WITH LIGHTING STANDARDS SECTION OF THE DOUGLAS COUNTY ZONING RESOLUTION PRIOR TO REQUESTING ISSUANCE OF A CERTIFICATE OF OCCUPANCY AND/OR FINAL INSPECTIONS.



LUMINAIRE SCHEDULE

DESIGNATION	DESCRIPTION	LAMPS	VOLTAGE	TOTAL VA	MANUFACTURER DESIGN BASIS		MOUNTING		LLF	LUMENS	QUANTITY
					NAME	CATALOG SERIES	TYPE	DEPTH			
AA-1	SITE LIGHTING SINGLE HEAD	-	LED	134	ACUITY BRANDS	CSX1-LED-60C-700-40K-T3M-208-PER	POLE	20'-0"	1.0	16500	1
AA-2	SITE LIGHTING SINGLE HEAD WITH HOUSE SHIELD	-	LED	134	ACUITY BRANDS	CSX1-LED-60C-700-40K-T3M-208-PER/HS	POLE	20'-0"	1.0	13028	2
AA-3	SITE LIGHTING SINGLE HEAD (FORWARD THROW)	-	LED	134	ACUITY BRANDS	CSX1-LED-60C-700-40K-TFTM-208-PER/HS	POLE	20'-0"	1.0	12881	2
S	EXTERIOR UP/DOWN SCONCE (MOUNT 8'-8" AFF TO CENTER OF FIXTURE U.O.N.)	-	LED	28.5	EATON	9004-W2-RW-LED4080-S-CS-L1-UNV-WIS	SURFACE		1.0	2342	12
T	MID SIZED LED WALLPACK (WITH OPTIONAL PHOT-EYE SWITCH)	-	LED	60	HUBBELL	LNC3	SURFACE		1.0	2944	1

LIGHT LOSS FACTOR (LLF) OF 1.0 SHALL BE UTILIZED



TYPE "AA" POLE BASE DETAIL
SCALE: N.T.S.

Calculation Summary

Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Parking(1)	ILLUMINANCE	Fc	1.40	9.8	0.0	N.A.	N.A.
Parking(1)	ILLUMINANCE	Fc	3.28	5.0	0.6	5.47	8.33
Parking(2)	ILLUMINANCE	Fc	2.67	6.7	1.3	2.05	5.15

LOGO

541 E. Garden Drive, Unit N Windsor, CO 80550 T (970) 683-4552 W ridgeloopeng.com

PROJECT TITLE

WATERTON RETAIL

NWC WATERTON/RAMPART, DOUGLAS COUNTY, CO

PREPARED FOR

WALL DEVELOPMENT GROUP

4201 E. YALE AVE, SUITE 140 DENVER, CO 80222

APPROVAL CERTIFICATE

ENGINEERING INITIALS/DATE

PLANNING INITIALS/DATE

OWNER INITIALS/DATE

LESSEE (IF APPLICABLE) INITIALS/DATE

SUBMITTAL

PRELIMINARY

DRAWN BY: MRB

CHECKED BY:

PROJECT NO.:

REVISIONS

REVISION 1 - 11/29/2021

SHEET TITLE

Photometric Plan

SHEET INFORMATION

EP01

Of

Herschberg, Natalie

To: Jones, Anna; Katie James; Tina Vildibill; Carlson, Nicholas
Subject: RE: [External] RE: Chatfield Farm Filing 1A, 3rd Amendment, SP2022-003

From: Heather Scott <hscott@douglas.co.us>
Sent: Tuesday, June 7, 2022 2:26 PM
To: Jones, Anna <Anna.Jones@claconnect.com>
Cc: Joanna Waldenmyer <joanpaine@comcast.net>; Jeanette Bare <JBare@douglas.co.us>; james@ffcolorado.com;
vildibill@ffcolorado.com
Subject: RE: [External] RE: Chatfield Farm Filing 1A, 3rd Amendment, SP2022-003

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

Hello Anna,

I have made the applicant aware that you may provide comments shortly after the District meeting on June 21st. Please let me know if you have any questions prior to your board meeting.

Have a good day,

Heather Scott, AICP | Principal Planner
Douglas County Department of Community Development
Address | 100 Third St., Castle Rock, CO 80104
Direct | 303-814-4358 **Mobile** | 303-919-4801
Email | hscott@douglas.co.us

From: Jones, Anna <Anna.Jones@claconnect.com>
Sent: Monday, June 6, 2022 5:09 PM
To: Heather Scott <hscott@douglas.co.us>
Cc: Joanna Waldenmyer <joanpaine@comcast.net>; Jeanette Bare <JBare@douglas.co.us>; james@ffcolorado.com;
vildibill@ffcolorado.com
Subject: RE: [External] RE: Chatfield Farm Filing 1A, 3rd Amendment, SP2022-003

Hi Again Heather – the Roxborough Metro District does not meet until Tuesday, June 21.

Is it possible to extend our comment period to June 22 or 23?

Otherwise, we will not be able to have a comprehensive discussion with the Board of Directors prior to submitting comments.

The Board may not have any comments, but I think it would be helpful to all to provide them the opportunity to discuss as a group with their legal counsel

Thanks,

Anna



Anna Jones (she/her/hers)
 Public Manager
 State and Local Government
 CLA (CliftonLarsonAllen LLP)

Direct 303-793-1478
anna.jones@CLAconnect.com

[Discover why CLA is a Great Place to Work*](#).

From: Heather Scott <hscott@douglas.co.us>
Sent: Friday, June 3, 2022 4:46 PM
To: Jones, Anna <Anna.Jones@claconnect.com>
Cc: Joanna Waldenmyer <joanpaine@comcast.net>; Jeanette Bare <JBare@douglas.co.us>
Subject: [External] RE: Chatfield Farm Filing 1A, 3rd Amendment, SP2022-003

You don't often get email from hscott@douglas.co.us. [Learn why this is important](#)

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

Hello Ms. Jones,

We have two active applications on Lot 119A-3 in Chatfield Farms:

SB2022-002 for a 3 lot subdivision
and
SP2022-003 for a Site Improvement Plan for a paint store.

I was remiss on sending the Roxborough Metro District a referral for each application. Please review the applications, provide comments and let me know if you have any questions.

Thank you,
Heather Scott, AICP | Principal Planner
Douglas County Department of Community Development
Address | 100 Third St., Castle Rock, CO 80104
Direct | 303-814-4358 **Mobile** | 303-919-4801
Email | hscott@douglas.co.us

From: Joanna Waldenmyer <joanpaine@comcast.net>
Sent: Friday, June 3, 2022 11:26 AM
To: Heather Scott <hscott@douglas.co.us>
Subject: RE: Chatfield Farm Filing 1A, 3rd Amendment, SP2022-003

Hi Heather,

Thank you for the info about Christian Brothers. The Roxborough Metro District I think would have been a referral correct and they weren't included?

Joanna

From: Heather Scott <hscott@douglas.co.us>
Sent: Friday, June 3, 2022 11:01 AM
To: Joanna Waldenmyer <joanpaine@comcast.net>
Subject: RE: Chatfield Farm Filing 1A, 3rd Amendment, SP2022-003

Hello Joanna,

Christian Brothers had a Pre-Submittal meeting yesterday and have not formally applied yet. I will be sure to include your HOA and verify any other HOA's in the area on that referral once they formally apply!

We did mailed courtesy notification to all abutting neighbors on the paint store project. Roxborough Water and San was a referral and the application is working with them to satisfy all of their comments.

Thank you,
Heather Scott, AICP | Principal Planner
Douglas County Department of Community Development
Address | 100 Third St., Castle Rock, CO 80104
Direct | 303-814-4358 **Mobile** | 303-919-4801
Email | hscott@douglas.co.us

From: Joanna Waldenmyer <joanpaine@comcast.net>
Sent: Friday, June 3, 2022 10:29 AM
To: Heather Scott <hscott@douglas.co.us>
Subject: RE: Chatfield Farm Filing 1A, 3rd Amendment, SP2022-003

Hi Heather,

Have you received SIP plans for the Christian Brothers Auto Shop and Orthodontist office for this area? I had heard the paint store was one of three buildings planned for this area.

As part of the project process aren't you required to notify the nearby landowners? Should a referral request be submitted to all within the specified radius so people are aware of this? I also noticed that the Roxborough Metro District was not included.

Thank you!
 Joanna

From: Heather Scott <hscott@douglas.co.us>
Sent: Thursday, June 2, 2022 3:13 PM
To: Joanna Waldenmyer <joanpaine@comcast.net>
Subject: RE: Chatfield Farm Filing 1A, 3rd Amendment, SP2022-003

Hello Joanna,

You are correct that only one HOA was notified and I would like to apologize. I will be sure to forward any comments you have on this application to the applicant since they are still working on the referral comments.

Heather Scott, AICP | Principal Planner
Douglas County Department of Community Development
Address | 100 Third St., Castle Rock, CO 80104
Direct | 303-814-4358 **Mobile** | 303-919-4801
Email | hscott@douglas.co.us

From: Joanna Waldenmyer <joanpaine@comcast.net>
Sent: Thursday, June 2, 2022 3:01 PM
To: Heather Scott <hscott@douglas.co.us>
Subject: RE: Chatfield Farm Filing 1A, 3rd Amendment, SP2022-003

Hi Heather,

Angela is the correct contact for our HOA. I did look at those that received referral requests and it looks like only the Chatfield Community Association received a referral request, the other HOAs did not receive the information. Do you by chance know why that happened? It looks like our ability, as an HOA, to provide comment has passed, correct?

Thank you for the attached information!
 Joanna

From: Heather Scott <hscott@douglas.co.us>
Sent: Thursday, June 2, 2022 2:20 PM
To: Joanna Waldenmyer <joanpaine@comcast.net>
Subject: RE: Chatfield Farm Filing 1A, 3rd Amendment, SP2022-003

Hello Joanna,

We have Angela Christensen as the representative for Roxborough Village First HOA, email angela.christensen@kchoa.com. Please let me know if you would like to update that information.

I have attached several documents for your review. This application has gone out on referral and the applicant is currently working to make revisions. You may go to the Douglas County website at <https://apps.douglas.co.us/planning/projects/Default.aspx?PossePresentation=LandingPage&PosseObjectId=25146422>. Hit the Project Search button and type in SP2022-003 to review all the files.

The property owner also has an application to subdivide the lot into 3 smaller lots – Case Number SB2022-002. I've attached that drawing as well for your review. This application will go before the Board of county Commissioners for a public hearing once all the documents have been updated. I do not have anything on the calendar yet. The SIP SP2022-003 may not be approved prior to the BCC public hearing.

Please let me know if you have any other questions.

Thank you,
Heather Scott, AICP | Principal Planner
Douglas County Department of Community Development
Address | 100 Third St., Castle Rock, CO 80104
Direct | 303-814-4358 **Mobile** | 303-919-4801
Email | hscott@douglas.co.us

From: Joanna Waldenmyer <joanpaine@comcast.net>
Sent: Thursday, June 2, 2022 11:51 AM
To: Heather Scott <hscott@douglas.co.us>
Subject: Chatfield Farm Filing 1A, 3rd Amendment, SP2022-003

Hi Heather,

I attended the One Roxborough meeting this morning and learned about the new commercial properties that are going in at Waterton Road and Rampart Range Road in Roxborough. Our HOA likes to typically provide comment for these, but did not receive a referral request. Were we outside of the notification boundary for this project (SP2022-003)? I sit on the board for the Roxborough Village First HOA.

Thank you so much,
Joanna

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Herschberg, Natalie

From: Gina Rademacher <reply-to+95952286bd1f@crm.wix.com>
Sent: Monday, June 6, 2022 8:16 AM
To: Jones, Anna; Herschberg, Natalie
Subject: [External] [RoxboroughVillageMD] Feedback - new submission

You don't often get email from reply-to+95952286bd1f@crm.wix.com. [Learn why this is important](#)

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

Gina Rademacher just submitted your form: Feedback
on [RoxboroughVillageMD](#)

Message Details:

First Name: Gina

Last Name: Rademacher

Email: pfitter11@comcast.net

Tell us more: Good morning, I am new to the area and would like to improve our landscape in our back yard. Thank you for all of your help Below is an email I sent to Alisa Nixon our Community Association Manager. Good afternoon Alisa, We met with a Landscape Design Company to draw up a possible landscape project design. As part of the quote, they asked if they could access through our rear lot gate which opens to the common area located east of Rampart Range Rd. If they are able to access through this common area it would change the quote amount. The Landscape Company said they would take pictures before and after to show the condition of the of the area to ensure that nothing in this common area is damaged during the process. As soon as I hear back from you, I will call this company and then they will send me the quote along with the 2D,CAD,3D and photo conceptual design draft. Once I receive this design draft I can submitt this for HOA approval/acceptance. Thank you for your help, Have a wonderful day. I will follow up with a phone call during business hours. Gina Rademacher pfitter11@comcast.net 720-725-7883 7487 Bison Pl. Littleton, CO. 80125

If you think this submission is spam, [report it as spam](#).

To edit your email settings, go to your Inbox on desktop.



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



Estimate By: Ermilo Chavez
 990 S. Garrison St
 Lakewood, CO 80226
 Cell No. 720-308-2926

Client Name / Address		Date: 06/06/2022	Estimate No. E2021401R2	
Roxborough Village Metro District Attn: Scott Barnett P.E. 8390 E. Crescent Parkway, Suite 500 Greenwood Village, CO 80111		Project Location: Roxborough Intermediate School - Greenhouse Littleton, CO 80125		
Task Description		Qty	Rate	Amount
1. Concrete Foundation - excavate to below frost line, 3ft minimum below grade x 8" thickness. Form a rectangular ring foundation with outside dimensions of 174" x 361 7/16". Wall above grade shall be 6" max. x 8" thickness. Install #4 horizontal and vertical steel bars. Place new concrete using 4,000 psi with a vibrator for good consolidation.			LS	\$ 12,722.00
2. Background Check Verification Expenses - includes labor expenses for sending each employee to provide fingerprinting and processing fees.			LS	\$ 2,765.00
3. Mobilization & General Conditions			LS	\$ 1,150.00
		Total Project Estimate		\$ 16,637.00
Estimate Notes:				
1. Permitting or testing fees of any type are excluded from this estimate.				
2. All quantities are estimated. Invoicing will be based on actual quantities used or installed.				
3. Bond is not included in this estimate.				

Approval Signature:

 Scott Barnett

 Date of Acceptance

**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 RMVD 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 comes 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. RVMD 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: Mike Peterson
Name: **Mike Peterson**
Title: **Board President**
Date: April 26, 2022

ATTEST:

By: April 26, 2022 *Becky Myers*
Name: **Becky Myers**
Title: **Board Secretary**



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**

DocuSigned by:
By: Calvin Brown
Name: Calvin Brown
Title: Board President
Date: 4/22/2022

ATTEST:

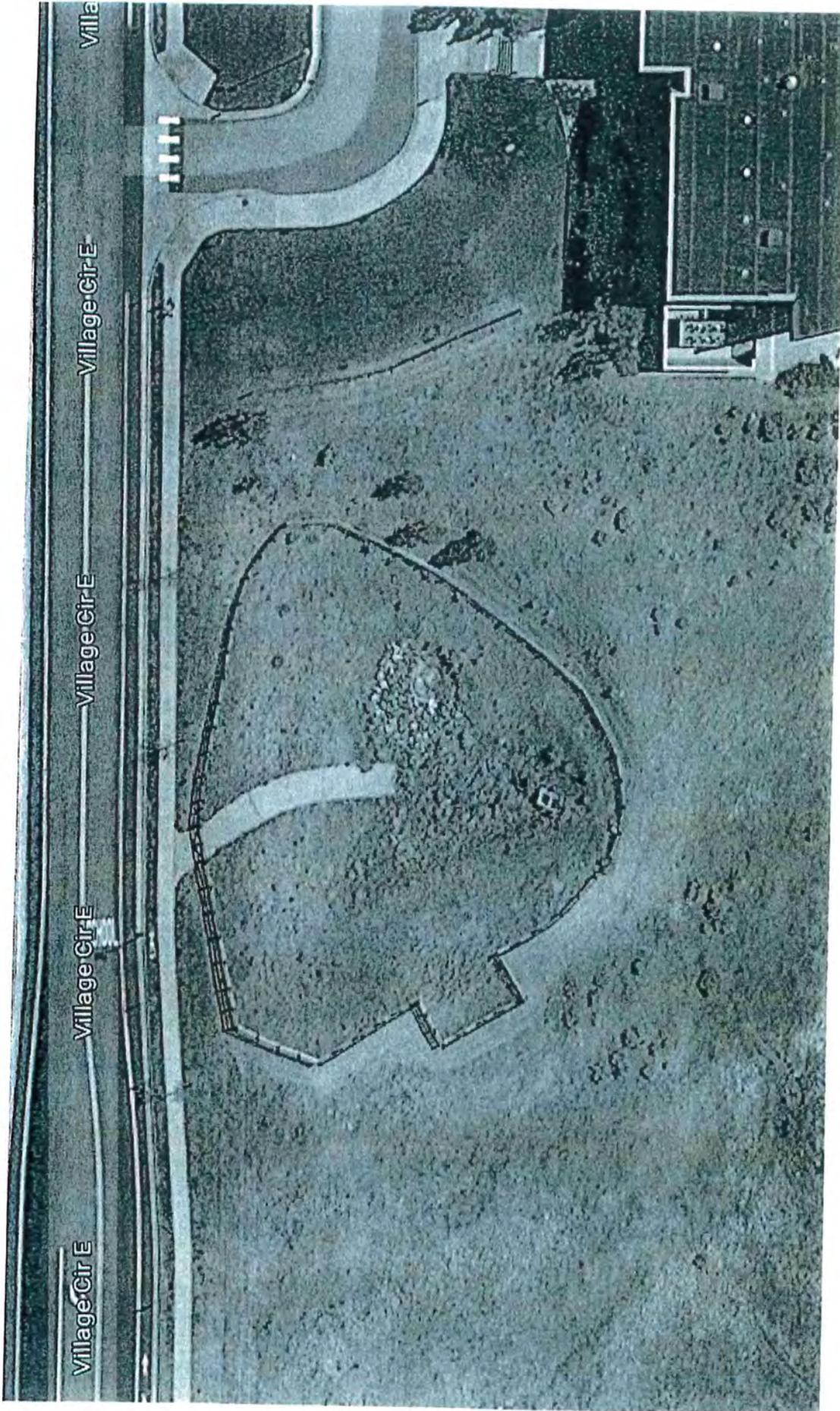
DocuSigned by:
By: Ed Wagner
Name: Ed Wagner
Title: Secretary

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



ATTACHMENT A

hollingsworth pack **┃** austin

Chief Engineer
Structural Engineering
Construction Management
Environmental Engineering

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 HOKLARTHHERM 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.

3001 S Congress Ave. Ste 1111
Austin, Texas 78748
Tel: (512) 275-0050

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




CHRISTOPHER A. HEWITT
98422
LICENSED
PROFESSIONAL ENGINEER

Chris A. Hewitt, PE, SE
Associate Partner

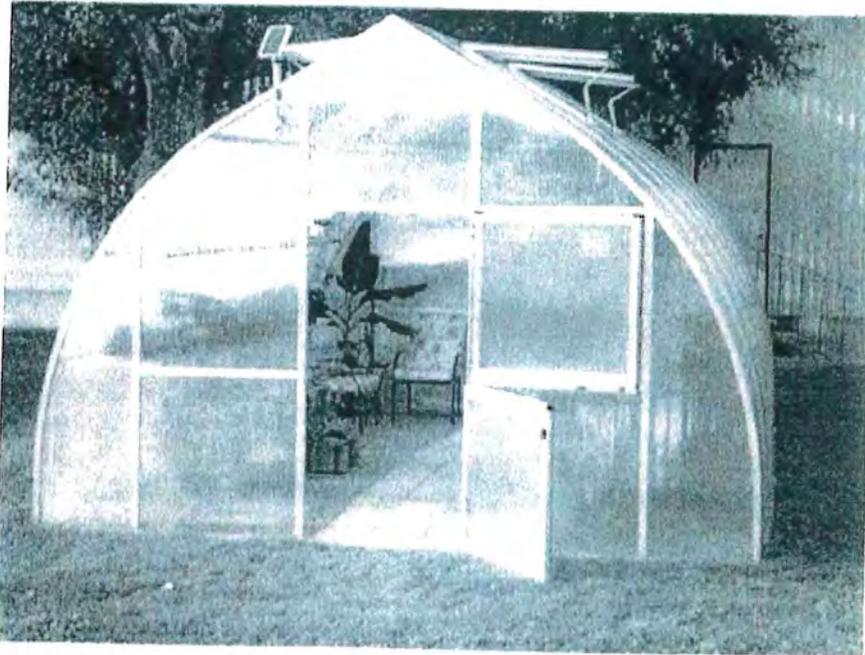
CHE 2017.11.08

Hollingsworth Pack (2016)
(1)

hollingsworth pack ■ **austin**

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

A. Photograph of Assembled Riga XL Greenhouse

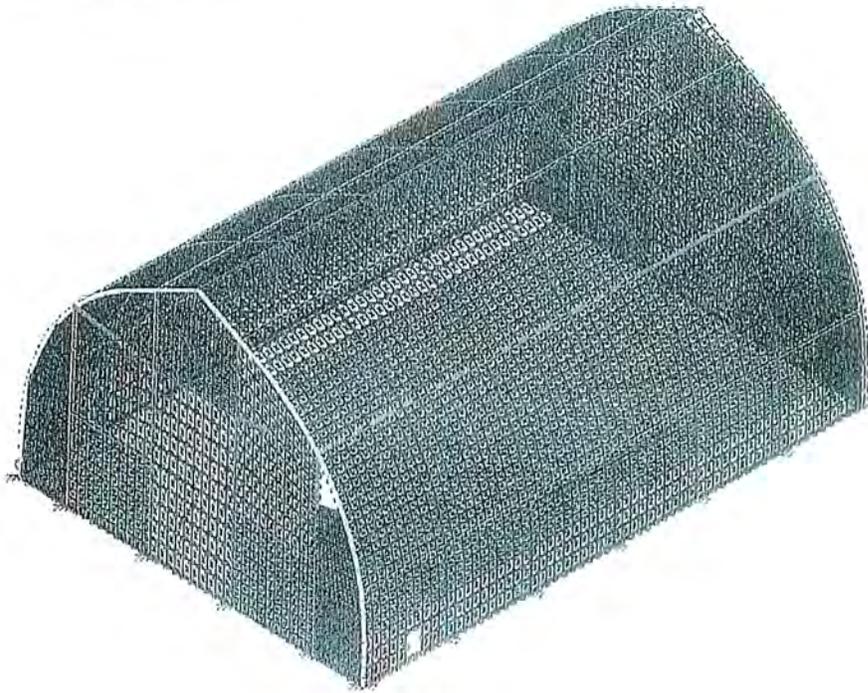


hollingsworth pack | austin

3801 s congress ave, ste 110
austin, texas 78704
t | 1 (512) 275 6000

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.

Superintendent File: KFAA

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

Douglas County School District RE-1, Castle Rock, Colorado

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ATTACHMENT C

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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





Bailey Tree LLC

1801 W. Union Ave.
Englewood, CO 80110
720-940-6519

Roxborough Tree Service Update 6/20/22

All brush piles in the large parking lot have been hauled away and the areas cleaned up. There was about 250 yards of branches hauled off and 20 yards of branches chipped up and left on site as mulch.

A pile of mulch from the brush chipping day may still remain, Metco will likely be your best option if there's left over mulch that you need hauled away.

We currently have a service crew working on the approved trimming work from last year. Deadwood and clearance pruning in all of the relevant areas, as needed.

Specifically, the cottonwood tree in the greenbelt behind the Horney house at 7683 Elk Ct. Is one of the trees being cleaned up, as the homeowner did recently express concerns about that tree.

Regarding the planting of the 6 warranty trees;

-There has been a change in plans here, originally, we were to remove a tree and grind 2 stumps at Chatfield farms park and remove a tree and grind 3 stumps at Marmot ridge park. Then we were to plant 2 trees at Chatfield farms park, and 4 trees at Marmot Ridge Park.

-I think the current state of affairs is to hold off on Chatfield farms park tree planting until the sprinklers in the area are repaired, but marmot park is good to go.

-Perspective and Logistics-

-It is officially Summer and the hot days have arrived. We may want to do the planting in the Fall or next Spring. I recommend next Spring, but we can prep the area anytime.

-We would like to be efficient on the tree planting day and plant all 6 trees in one day, thus limiting the extra travel time and prep time required for 2 separate days of planting. Therefore, we would like to do the tree planting work at both Chatfield farms park and Marmot Ridge Park on the same day.

-Waiting till Spring of 2023 will give enough time to correct the water issues at Chatfield Farms Park, it will allow the tree nurseries to restock with a better selection of trees, and allow plenty of time to change the plans should other reasons for changes pop up.