

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT

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

NOTICE OF SPECIAL BOARD MEETING AND AGENDA

DATE: July 11, 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/83459354668?pwd=QBpoIAKhsudncdh69HR1nVX_T
D1XFB.1](https://us02web.zoom.us/j/83459354668?pwd=QBpoIAKhsudncdh69HR1nVX_TD1XFB.1)

Call: 346-248-7799

Meeting ID: 834 5935 4668

Passcode: 103710

<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.
- 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.)

Roxborough Village Metropolitan District

Agenda – July 11, 2022

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- E. Review and Consider Approval of June 21, 2022 Regular Meeting Minutes (discuss timing on minutes review and approval) (enclosure).
- F. Ratify Approval of Chavez Services LLC Proposal for Community Park Playground Demolition in the amount of \$4,000.00 (enclosure).

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.)

II. DIRECTOR MATTERS (30 minutes)

- A. Consider Seeking New District Management.
- B. Consider Hiring Additional Help for the District, i.e. General Contractor.
- C. Update on Tree Inventory & Discuss Next Steps for Comprehensive Tree Planning (enclosure).
- D. Update on Mosquito Control Status (enclosure).
- E. Discuss Comprehensive Playground Removal, Replacement and Maintenance Plan.
- F. Environmental Committee Update (enclosure).
- G. Discuss Board Representation /Attendance of One Roxborough Meetings (enclosure).
- H. Discuss Communication Topics.
 - 1. Resident Communications.
 - 2. Agenda Item Explanations.
- I. Discuss Formation of Additional Committees and Public Engagement. Suggested Committees: Events, Public Engagement, District Maintenance, Project Management, Wildfire Mitigation, etc.
- J. Other.

III. ACTION ITEMS (40 minutes)

- A. Review and Approve Legal Counsel RFP and Preliminary List of Prospective Attorneys (enclosure).
 - 1. Trisha Harris, White Bear Ankele Tanaka & Waldron
 - 2. Dino A. Ross, Ireland Stapleton
 - 3. Discuss Other Potential Candidates
- B. Review and Consider Approval of Proposals for Chatfield Farms Park Swale Enhancement in the amount of \$10,700.10 (enclosure).
- C. Discuss Amended Code of Conduct (enclosure).
- D. Discuss Amended Colorado Open Records Act Policy (enclosure).
- E. Discuss Miscellaneous District Procedures (enclosure).
- F. Discuss Public Financial Disclosure for Directors (enclosure).

IV. MANAGER MATTERS (20 minutes)

- A. Discuss Process of Signage Replacement – Regulatory and Interpretive (EG).
- B. Update on Pickleball Striping.
- C. Discuss Annual Roxborough Music Festival (enclosure).
- D. Other.

V. LEGAL MATTERS (20 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 Possible Payment to Scott Snow (enclosure).
- C. Discuss Chatfield Farms Estates Irrigation Water Service Agreement (enclosure).
- D. Chatfield Farms Electricity Box (enclosure).
- E. Discuss Sterling Ranch Signs on District Owned Land.
- F. Other.

VI. EXECUTIVE SESSION

- A. Executive Session pursuant to §24-6-402(4)(b), C.R.S., for the specific legal question of ratifying election-related legal fees.

VII. OTHER BUSINESS (5 minutes)

- A. Discuss First Tuesday Meeting Date / Potential Conflicts.
- B. Suggested Agenda Items for Next Meeting.
- C. Confirm Quorum and Location for July 19, 2022 Regular Meeting.

VIII. ADJOURNMENT

RECORD OF PROCEEDINGS

MINUTES OF A REGULAR MEETING
OF THE BOARD OF DIRECTORS OF THE
ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
HELD
TUESDAY, JUNE 21, 2022

A regular meeting of the Board of Directors of the Roxborough Village Metropolitan District (referred to hereafter as the “Board”) was convened on Tuesday, June 21, 2022 at 6:00 p.m. at Douglas County Library – Roxborough, 8357 N. Rampart Range Rd. #200, 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 (via video teleconference)
Mark Rubic, Treasurer
Travis Jensen, Secretary
Calvin Brown, Assistant Secretary

Also in Attendance were:

Anna Jones and Nic Carlson; CliftonLarsonAllen LLP (“CLA”)
Katie James, Esq.; Folkestad Fazekas Barrick & Patoile, P.C.
Scott Barnett; Mulhern MRE, Inc.
Bill Barr; Metco Landscape Inc.

Also in Attendance via video teleconference were:

Steven Bailey; Bailey Tree LLC
Kathy Christensen; Property management for 16B HOA
Gale Cramer; Resident at 7733 Rampart Way
Kathleen Corderre; Resident at 7783 Verandah Court
Colleen Itzen; Resident at 7096 Red Mesa Drive
Diane & Matt Murphy; Residents at 8858 River Peak Circle
Jen Wiencil; Resident at 7016 Red Mesa Drive

ATTENDANCE

Call to Order: The meeting was called to order at 6:00 p.m. by Director Hart.

Quorum, Director Qualifications, Disclosure Matters: A quorum was declared present. No new conflicts were disclosed.

Agenda: Ms. Jones reviewed the Agenda with the Board. Director Rubic requested the following amendments: Add discussion of plans for new District legal counsel, move resident request for an easement to public comment, add update on mosquito control status, add update on irrigation issues, add discuss meeting times for first and third

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Tuesdays, add consider adopting District policy on creating meeting agendas.

Upon a motion duly made by Director Brown, seconded by Director Jensen and, upon vote, unanimously carried, the Board approved the Agenda, as amended.

Public Comment and/or Guests: Colleen Itzen, resident, expressed interest in discussing the softball league and its preservation, handicapped access and requested the ability to fundraise. Director Rubic responded to her concerns.

Kathy Christensen requested on behalf of 16B HOA that the District take ownership of a tract of land. Attorney James and the Board discussed the process moving forward. Ms. Christensen also requested that Metco Landscaping be able to do some mowing work under the District contract as the HOA had trouble finding someone for the small job. It was agreed upon that 16B HOA would pay for the work by reimbursing the District. Following discussion, upon a motion duly made by Director Jensen, seconded by Director Glass and, upon vote, unanimously carried, the Board agreed to mow and weed the tract of land now and discuss formally accepting the tract at the next regular Board meeting.

CONSENT AGENDA

May 17, 2022 Special Meeting Minutes and June 1, 2022 Special Meeting Minutes:

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

Metco Landscape Inc. Monthly Report:

Bailey Tree Proposal for Brush Chipping & Hauling in the amount of \$2,200.00:

Resolution Rescinding Agreement with Western States Reclamation, Inc. for Pond Stabilization Work:

Resolution Rescinding Agreement with EcoResource Solutions, Inc. for 2022 Annual Pond Management and PondHawk Solar Aeration System:

Ms. Jones reviewed the amended Consent Agenda with the Board.

Director Rubic requested confirmation regarding the deposit for Ken Caryl Little League. Director Rubic requested the 2022 Priority Projects List be removed from the Consent Agenda and added to Action Items.

Director Glass asked about changes to the May 17, 2022 meeting minutes. Director Glass asked about an invoice from EcoResource Solutions and if EcoResource Solutions had been notified of the

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cancellation of the contract. Director Glass asked about the boulder placement project.

Following discussion, upon a motion duly made by Director Hart, seconded by Director Rubic and, upon vote, unanimously carried, the Board approved the Consent Agenda, as amended.

FINANCIAL MATTERS

Other: None.

ACTION ITEMS

Homeowner Request for Access to Yard via District Open Space: Following discussion, the Board determined to take no action until it received additional information.

Resolution Approving an Application and Revocable Park Use Permit for Adult Sports for 2022: The Board discussed the consumption of beer and wine in the Park Rules and Regulations. Director Brown requested the language permitting the consumption of wine and beer be removed and leave the rule to be implicitly State law.

Following discussion, upon a motion duly made by Director Glass, seconded by Director Rubic and, upon vote, majority carried, the Board approved the Resolution Approving an Application and Revocable Park Use Permit for Adult Sports for 2022. Director Brown abstained.

Resolution Approving an Application and Revocable Park Use Permit for Youth Sports for 2022: Following discussion, upon a motion duly made by Director Glass, seconded by Director Rubic and, upon vote, majority carried, the Board approved the Resolution Approving an Application and Revocable Park Use Permit for Youth Sports for 2022. Director Brown abstained.

Proposals for Chatfield Farms Park Swale Enhancement: This item was not discussed.

Chatfield Farms 1A Detention Pond Draining: Mr. Barnett and Director Glass discussed the Chatfield Farms 1A detention pond draining with the Board. Mr. Barnett indicated the water flows north under Rampart Range Road.

Mr. Barnett also noted the detention pond north of the channel is backed up. The property is owned by Chatfield Farms 1A HOA. Director Glass will communicate with the HOA and commercial management company that it is their responsibility to maintain the

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pond. Mr. Barnett will request help from Douglas County to clear the drain.

Chavez Services Change Order No. 1 Summary for Phase 3 Trail Repairs: Mr. Barnett provided context regarding the Chavez Services Change Order No. 1 Summary for Phase 3 Trail Repairs for the Board and recommended including wire mesh. Following discussion, upon a motion duly made by Director Jensen, seconded by Director Brown and, upon vote, unanimously carried, the Board approved the Phase 3 items in Chavez Services Change Order No. 1 in the amount of \$44,850.00 and approved the installation of wire mesh reinforcement at Rampart Range Road in an amount not to exceed \$2,000.00.

Priority of Northside of Spillway: The Board discussed the priority of improvement to the northside of the spillway as Mr. Barnett requested clarification. Upon a motion duly made by Director Rubic, seconded by Director Jensen and, upon vote, unanimously carried, the Board determined to keep the northside of the spillway on the radar, but tabled action for the time being.

Resolution Amending Rules and Regulations: Following discussion, the Board determined to strike the language referring to alcohol use. Upon a motion duly made by Director Jensen, seconded by Director Glass and, upon vote, majority carried, the Board approved the Resolution Amending Rules and Regulations subject to the changes discussed above and final legal review. Director Rubic was opposed.

Updated Chavez Services LLC Proposal for Greenhouse Foundation: Following discussion, upon a motion duly made by Director Glass, seconded by Director Rubic and, upon vote, unanimously carried, the Board approved the updated Chavez Services LLC proposal for the greenhouse foundation in the amount of \$13,872.00 as amended to remove item two and approved the background check verification expenses in an amount not to exceed \$2,800.00.

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: Attorney James reviewed the resolution and amendment with the Board. Following discussion, upon a motion duly made by Director Glass, seconded by Director Rubic and, upon vote, unanimously carried, the Board approved the Resolution Approving Intergovernmental Agreement between the District and the Douglas County School District and First

RECORD OF PROCEEDINGS

Amendment to Intergovernmental Agreement between the District and the Douglas County School District.

Playground Repairs: Mr. Carlson reviewed the recommended playground repairs with the Board. Following discussion, upon a motion duly made by director Rubic, seconded by Director Hart and, upon vote, unanimously carried, the Board directed Mr. Barr to close Airplane Park and Community Park playgrounds and post a sign of closure.

The Board further directed CLA to solicit bids to remove the two parks and solicit bids for all playground repairs. CLA will send bids to the Board upon receipt. CLA will send an eblast and post a notice on the website regarding the closure of the two parks.

Annual Roxborough Music Festival: This item was not discussed.

Amendments to Code of Conduct: This item was not discussed.

Amendments to Colorado Open Records Act Policy: This item was not discussed.

Miscellaneous District Procedures: This item was not discussed.

Public Financial Disclosure: This item was not discussed.

Plans for New District Legal Counsel: Following discussion, the Board directed Management and Legal to develop a Request for Proposal and send to as many law firms as possible. The Board requested this be done prior to the next regular Board meeting.

DIRECTOR MATTERS

Environmental Committee: This item was not discussed.

Chatfield Farms Electricity Box: This item was not discussed.

Digital Collaboration Platform: This item was not discussed.

District Board Representation/Attendance of One Roxborough Meetings: This item was not discussed.

Other: None.

MANAGER MATTERS

Process of Signage Replacement: This item was not discussed.

Tree Inventory and Next Steps for Comprehensive Tree Planning: This item was not discussed.

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Other: None.

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: No action was taken.

Chatfield Farms Estates Irrigation Water Service Agreement: This item was not discussed.

Site Improvement Plan Referral: Director Jensen provided three items for consideration. Attorney James will draft a letter on behalf of the Board. Board members are to submit comments by the end of the day tomorrow to Attorney James to include in the letter. The final letter will be provided at the next Board meeting.

Background Check Requirements: This item was discussed previously under the Chavez Services greenhouse proposal.

Other: None.

ENGINEERING MATTERS

Resident Request for Easement Access: This item was previously discussed under Action Items.

Mainline Repair: Mr. Barnett reviewed the mainline repairs with the Board. Attorney James reported she will draft a letter to Sturgeon Electric requesting reimbursement for the District's expenses to repair the mainline. CNL, Mulhern MRE and Metco Landscaping will provide the costs incurred by the project. Following discussion, upon a motion duly made by Director Rubic, seconded by Director Jensen and, upon vote, unanimously carried, the Board directed legal counsel to proceed and provide an update at the next regular Board meeting.

Other: None.

LANDSCAPING MATTERS

Other: The Board discussed irrigation issues. It was noted that divers will install, inspect and clean the inlet pipes. Mr. Barr noted he would like to be present when divers perform the work.

OTHER BUSINESS

Quorum and Location for July 19, 2022 Regular Meeting: A quorum was confirmed.

The Board scheduled a special Board meeting for July 11, 2022 at 6:00 p.m. at the Roxborough Douglas County Library. The Board and consultants discussed the review process for agendas.

RECORD OF PROCEEDINGS

ADJOURNMENT

There being no further business to come before the Board, upon a motion duly made by Director Brown, seconded by Director Jensen and, upon vote, unanimously carried, the Board adjourned the meeting at 8:57 p.m.

Respectfully submitted,

By: _____
Mat Hart, President

Attest:

By: _____
Travis Jensen, Secretary



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

Client Name / Address		Date: 06/27/2022	Estimate No.	E2022110R1
Roxborough Village Metro District Attn: Anna Jones 8390 E. Crescent Parkway, Suite 500 Greenwood Village, CO 80111		Project Location: Community Park Playground 7671 N. Rampart Range Rd Littleton, CO 80125		
Task Description		Qty	Rate	Amount
1. Community Park Playground Demolition - remove existing playground equipment. Concrete supports will be removed 12" minimum below grade. Hauling and disposal fee included.				\$ 3,500.00
2. Mobilization & General Conditions			LS	\$ 500.00
		Total Project Estimate		\$ 4,000.00
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.				
4. New base material is not included. CDOT Class 6 base material can be delivered, placed, and compacted at a rate of \$55 per ton.				
5. Over excavation can be provided at a rate of \$60/CY, includes removal off site.				

Approval Signature:

 Anna Jones

 Date of Acceptance

**Roxborough Village Metropolitan District
Tree Inventory
6/10/22**

Tree Number:

Corresponds to the accompanying map. A few numbers listed have a dash, the number following the dash indicates the number of similar trees in near proximity that were planted at the same time and that have similar size and condition. These “dashed” trees are all smaller.

Tree Types (Common Names) are abbreviated as follows:

AM = Amur Maple, AP = Austrian Pine, APA = Autumn Purple Ash, ABM = Autumn Blaze Maple, GRT = Goldenrain tree, BO = Burr Oak, BP = Bosnian Pine, BS = Blue Spruce, CAT = Catalpa, CBS = Columnar Blue Spruce, CP = Chanticleer Pear, GA = Green Ash, HB = Hackberry, HC = Hybrid Cottonwood, HE = Hybrid Elm, HL = Honeylocust, LL = Littleleaf Linden, NM = Norway Maple, PC = Plains Cottonwood, PP = Ponderosa Pine, PiP = Pinon Pine, PW = Peachleaf Willow, NLC = Narrowleaf Cottonwood, CTH = Cockscur Thornless Hawthorn, RC = Radiant Crabapple, RCC = Red Canada Chokecherry, RMJ = Rocky Mountain Juniper, RO = Red Oak, SB = Serviceberry, SM = Silver Maple, SSC = Spring Snow Crabapple, SWO = Swamp White Oak, SWP = Southwestern White Pine, SP = Scotch Pine, WF = White Fir, WH = Washington Hawthorn, WM=Wasatch Maple.

Tree Size:

Trunk Diameter measured at 4.5 feet

Condition Rating:

5=Excellent, 4=Very Good, 3=Good/Average, 2=Fair, 1=Poor, & 0=Dead

Notes:

- Any brief notes, if any. Notes/Issues Abbreviations:
Codom=Codominant trunks
Cyto = Cytospora fungus – some
FB = Fireblight – some
I./D. = Insect/Disease

Tree #	Tree Type	Size-dbh"	Condition	Notes
1	PC	7	5	
2	AP	4	4	
3	AP	3	2	
4	AP	4	4	
5	AP	5	3	

6	AP	4	4	
7	AP	6	3	
8	BS	12	3	Neighbors?
9	BS	7	3	Neighbors?
10	BS	8	4	Neighbors?
11	AP	7	4	
12	BS	7	3	Neighbors?
13	BS	11	3	Neighbors?
14	BS	6	2	Neighbors?
15	AP	5	3	
16	AP	6	3	
17	SP	7	4	
18	SP	6	3	
19	SP	7	4	
20	AP	5	2	Rootissue?
21	PP	6	3	
22	PP	8	4	
23	PP	5	4	
24	AP	6	3	
25	PP	7	3	
26	PP	7	2	I./D.
27	PP	6	1	
28	PP	4	2	
29	AP	9	4	
30	PP	7	3	
31	PP	8	4	
32	CTH	4	4	
33	CTH	4	4	
34	CTH	3	4	
35	CTH	3	4	
36	SSC	5	4	
37	RC	4	2	
38	Missing			
39	RC	6	4	
40	SSC	5	4	
41	RC	6	3	
42	SSC	5	3	
43	LL	3	4	
44	LL	2	3	New
45	LL	2	3	New
46	LL	3	4	
47	LL	3	3	
48	LL	4	4	

49	LL	4	4	
50	LL	3	4	
51	LL	3	3	
52	LL	3	3	
53	LL	2	3	New
54	LL	3	3	
55	SSC	7	4	
56	SSC	5	3	
57	SSC	5	3	
58	SP	7	3	
59	SP	6	4	
60	SP	4	3	
61	RC	6	4	
62	BS	5	2	
63	BS	6	2	
64	BS	7	3	
65	BS	6	2	
66	PP	10	4	
67	PP	7	3	
68	PP	7	3	
69	PP	6	3	
70	PP	5	3	
71	PP	8	4	
72	PP	8	3	
73	PP	7	4	
74	PP	7	3	
75	AP	8	4	
76	AP	3	2	
77	Missing			
78	PC	13	3	
79	PC	17	3	
80	PC	18	4	
81	GA	2	3	
82	Missing			
83	APA	3	3	
84	HL	4	4	
85	APA	5	4	
86	GA	3	0	
87	APA	3	0	
88	AP	13	5	
89	AP	15	5	
90	AP	14	5	
91	PW	24	4	

92	PW	26	4	
93	PW	26	4	
94	BS	10	4	
95	APA	9	4	
96	APA	8	0	
97	APA	10	3	
98	GA	8	2	
99	GA	8	1	
100	GA	5	2	
101	GA	5	3	
102	APA	8	4	
103	SSC	11	4	
104	SSC	11	3	
105	AP	5	3	
106	BS	6	4	
107	AP	4	4	Newer
108	BS	7	3	
109	BS	11	4	
110	SSC	10	4	
111	SSC	10	3	Lt. FB
112	SSC	8	2	FB
113	APA	9	3	
114	CP	3	4	New
115	CP	3	3	New
116	CP	3	4	New
117	CP	3	4	New
118	CP	3	3	New
119	WH	3	3	
120	CP	3	4	New
121	CP	3	4	New
122	GA	4	3	
123	GA	5	3	
124	CP	3	4	New
125	APA	14	4	
126	APA	12	3	
127	APA	13	4	
128	APA	12	4	
129	APA	10	4	
130	SWP	4	4	
131	APA	15	4	
132	APA	13	4	
133	APA	14	4	
134	APA	14	3	

135	APA	14	4	
136	AP	3	3	New
137	PiP	3	4	New
138	Missing			
139	Missing			
140	BS	9	3	
141	RC	3	1	
142	SSC	9	4	
143	BS	8	3	
144	APA	5	3	
145	APA	3	2	
146	APA	8	3	
147	HB	6	3	
148	GA	9	3	
149	GA	13	3	
150	AP	6	2	
151	AP	7	1	
152	GA	11	4	
153	GA	15	3	
154	AP	13	1	
155	AP	9	2	
156	AP	13	1	
157	GA	15	3	
158	GA	15	3	
159	GA	17	3	
160	GA	17	3	
161	GA	15	3	
162	AP	25	3	
163	PiP	12	2	Multitrunk
164	AP	15	3	
165	GA	13	3	
166	GA	10	3	
167	GA	12	3	
168	GA	14	3	
169	PiP	13	2	
170	PiP	9	4	
171	PiP	9	4	
172	GA	12	3	
173	HL	3	4	
174	HL	4	4	
175	HL	4	4	
176	AP	19	4	
177	AP	10	3	

178	GA	15	3	
179	NLC	26	4	
180	NLC	21	2	
181	NLC	32	2	Multitrunk
182	GA	8	2	
183	GA	9	3	
184	NLC	26	3	
185	AP	12	3	
186	AP	11	3	
187	AP	15	3	
188	GA	11	3	
189	GA	8	3	
190	GA	10	3	
191	HC	22	2	I/D
192	HL	3	3	
193	AP	20	2	
194	AP	16	3	
195	AP	20	3	
196	AP	14	3	
197	GA	13	3	
198	GA	7	2	
199	GA	8	3	
200	NM	3	3	
201	GA	12	3	
202	GA	13	3	
203	AP	14	3	
204	AP	19	3	
205	RCC	2	0	New
206	GA	11	3	
207	SM	19	2	
208	RCC	2	4	New
209	NLC	18	3	
210	PiP	9	4	
211	PiP	12	4	
212	GA	20	4	
213	GA	19	4	
214	GA	16	4	
215	PiP	12	2	
216	PiP	13	4	
217	SM	14	3	
218	GA	10	3	
219	GA	21	3	
220	GA	19	3	

221	GA	18	3	
222	AP	20	3	
223	GA	12	3	
224	GA	14	2	
225	HL	16	2	
226	NLC	17	2	
227	GA	6	2	
228	GA	16	3	
229	GA	10	3	
230	PiP	17	3	
231	BS	2	3	
232	CP	4	3	
233	PP	18	4	
234	PiP	9	3	Codom
235	GA	17	3	
236	GA	15	3	
237	GA	16	3	
238	GA	13	3	
239	GA	12	3	
240	GA	9	3	
241	GA	9	3	
242	HC	34	3	Lt Cyto
243	HC	36	3	Codom
244	GA	9	3	
245	GA	10	3	
246	AP	19	4	
247	AP	17	4	
248	AP	20	4	
249	AP	27	3	
250	AP	13	3	
251	GA	8	4	
252	AP	13	3	
253	PiP	18	5	
254	AP	14	3	
255	AP	11	3	
256	GA	13	3	
257	GA	12	3	
258	GA	14	3	
259	AP	11	3	
260	AP	5	3	
261	AP	15	3	
262	HL	14	2	
263	HL	13	3	

264	AP	18	4
265	HL	14	3
266	HL	16	3
267	GA	15	3
268	GA	14	2
269	HL	18	4
270	LLL	7	3
271	LLL	8	3
272	LLL	8	4
273	LLL	7	4
274	HL	15	4
275	GA	7	3
276	GA	8	3
277	AP	13	3
278	AP	16	3
279	HL	14	4
280	HL	13	4
281	AP	12	3
282	AP	14	3
283	LLL	10	3
284	LLL	9	3
285	LLL	10	3
286	HL	17	4
287	GA	16	3
288	GA	20	3
289	HL	21	3
290	HL	20	3
291	HB	10	3
292	GA	14	3
293	GA	15	3
294	GA	18	3
295	HL	18	3
296	HL	17	3
297	GA	11	2
298	GA	14	3
299	AP	17	3
300	GA	16	3
301	HL	18	3
302	HL	19	3
303	LLL	11	2
304	LLL	10	3
305	LLL	11	3
306	HL	22	3

307	HL	19	3	
308	GA	11	3	
309	GA	10	3	
310	GA	10	2	
311	AP	14	3	
312	AP	17	3	
313	GA	16	3	
314	GA	14	3	
315	HL	14	4	
316	HL	12	3	
317	HL	12	3	
318	HL	17	4	
319	LLL	10	1	
320	LLL	10	1	
321	GA	11	3	
322	GA	10	3	
323	AP	11	2	
324	GA	18	3	
325	GA	20	3	
326	AP	7	0	
327	NLC	27	3	
328	GA	19	3	
329	BS	16	3	
330	BS	17	2	
331	BS	19	4	
332	GA	20	3	
333	GA	18	3	
334	CAT	18	3	
335	PiP	6	4	
336	PiP	5	3	
337	PiP	4	2	
338	PiP	3	3	
339	BS	13	1	
340	GRT	9	3	
341	PP	16	3	
342	PiP	3	2	
343	PiP	2	2	
344	AP	8	0	
345	PiP	4	3	Codom
346	NLC	18	3	Lightening scar
347	NLC	31	2	A trunk removed
348	LLL	4	2	
349	GA	27	3	

350	APA	4	2	
351	APA	5	3	
352	HL	17	3	
353	APA	10	4	
354	ABM	9	3	
355	SM	10	3	
356	CAT	9	2	
357	PP	29	3	
358	GA	5	2	
359	GA	5	3	
360	NLC	17	2	
361	PP	16	4	
362	RMJ	10	4	
363	PP	11	4	
364	GA	9	2	
365	GA	14	3	
366	GA	18	4	
367	AP	18	3	
368	BS	18	4	
369	SSC	17	4	
370	SSC	18	4	
371	APA	6	3	
372	APA	7	3	
373	LLL	7	2	
374	PC	26	3	
375	PP	7	3	
376	PP	15	4	Codom
377	AP	6	1	
378	HL	16	4	
379	HL	15	4	
380	PP	14	3	
381	PP	15	3	
382	AP	13	3	Codom
383	NLC	18	3	
384	HE	2	0	
385	HE	2	0	
386	HE	2	0	
387	GA	9	3	
388	HL	3	2	
389	HL	3	1	
390	BS	4	4	
391	CP	6	4	
392	SP	15	3	

393	SP	13	3	
394	GA	16	3	
395	BS	16	3	
396	PP	22	3	
397	APA	9	2	
398	CP	9	4	
399	CP	9	4	
400	CP	9	4	
401	CP	7	3	Multitrunk
402	BP	4	3	
403	BP	4	4	
404	BP	4	4	
405	BP	5	3	
406	BP	5	4	
407	BP	7	4	
408	BP	6	4	
409	BP	5	3	
410	BP	6	4	
411	BP	6	4	
412	BP	6	4	
413	SWO	7	4	Chlorotic
414	SWO	8	4	Chlorotic
415	BP	5	4	
416	BP	6	4	
417	BP	5	4	
418	BP	5	4	
419	BP	6	4	
420	BP	6	4	
421	SWO	9	4	Chlorotic
422	BS	4	3	
423	SWO	9	3	Chlorotic
424	BS	6	3	
425	BS	6	3	
426	BS	6	3	
427	AP	16	3	
428	AP	17	3	
429	AP	15	3	
430	BP	6	4	
431	BP	6	4	
432	BP	6	4	

433	AP	14	4	
434	AP	15	4	
435	CP	14	3	Chlorotic
436	CP	13	3	Chlorotic
437	CP	11	3	Chlorotic
438	CP	12	3	Chlorotic
439	CP	11	3	Chlorotic
440	CP	11	3	Chlorotic
441	CP	10	3	Chlorotic
442	CP	11	4	
443	CP	10	4	
444	CP	10	4	
445	CP	5	4	
446	ABM	12	4	Codom
447	AP	13	3	
448	GA	9	3	
449	GA	6	2	
450	AP	11	3	
451	AP	13	2	
452	HC	18	0	
453	RCC	10	4	Multi-trunk
454	PiP	8	3	
455	APA	10	4	
456	AP	12	3	
457	PiP	10	4	
458	GA	14	3	
459	AP	11	3	
460	GA	13	3	
461	PiP	9	4	
462	GA	8	3	
463	GA	9	3	
464	GA	7	3	
465	GA	6	2	
466	GA	7	3	
467	PP	26	4	Codom
468	BS	4	3	
469	BS	3	2	
470	BS	16	3	
471	BS	19	4	
472	GA	7	3	
473	GA	8	2	
474	AP	5	3	
475	BS	15	3	

476	BS	6	4	
477	GA	8	3	
478	GA	17	3	
479	GA	12	3	
480	GA	19	3	
481	ABM	26	3	Multitrunk
482	AP	17	3	
483	AP	16	3	
484	AP	14	3	
485	PC	18	1	Multitrunk
486	PC	19	2	
487	SM	17	3	
488	PiP	9	4	
489	PiP	5	2	
490	PiP	10	2	
491	GA	9	2	
492	AP	6	3	
493	AP	8	3	
494	GA	10	2	
495	GA	13	3	
496	AP	13	3	
497	AP	23	3	
498	AP	25	4	
499	AP	17	4	
500	AP	10	3	
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502	PiP	9	3	
503	PiP	10	3	
504	PiP	3	3	
505	NLC	16	2	
506	AP	22	4	
507	AP	18	3	
508	AP	10	4	
509	AP	8	3	
510	AP	11	4	
511	GA	18	4	
512	GA	29	3	Multitrunk
513	PiP	6	3	
514	PiP	10	2	
515	PiP	6	3	
516	SWO	3	3	
517	PiP	4	3	
518	PiP	6	4	

519	SWO	2	3
520	SWO	3	3
521	BS	6	3
522	SWO	2	3
523	PiP	6	4
524	AP	9	3
525	PiP	3	3
526	AP	14	3
527	AP	18	3
528	WM	2	2
529	RP	2	3
530	ABM	2	0
531	ABM	2	3
532	ABM	2	1
533	ABM	2	3
534	ABM	2	3
535	AP	17	3
536	AP	17	3
537	ABM	12	3
538	ABM	10	2
539	AP	18	4
540	AP	19	4
541	AP	17	4
542	AP	7	3
543	AP	16	3
544	AP	6	3
545	AP	8	3
546	AP	7	2
547	CTH	4	4
548	CTH	4	4
549	CTH	3	4
550	HL	6	3
551	HL	8	3
552	AP	7	3
553	AP	11	3
554	ABM	4	2
555	ABM	3	1
556	ABM	5	2
557	ABM	3	3
558	ABM	4	4
559	ABM	3	4
560	ABM	3	3
561	AP	16	4

562	AP	11	3
563	AP	9	3
564	AP	15	4
564	HL	7	3
566	AP	15	3
567	AP	11	3
568	AP	14	4
569	ABM	10	4
570	ABM	9	4
571	SSC	8	4
572	AP	12	4
573	ABM	7	3
574	ABM	7	3
575	ABM	10	3
576	ABM	7	3
577	HL	2	3
578	HL	2	3
579	PiP	2	3
580	PiP	3	3
581	NLC	12	3
582	NLC	15	3
583	AP	11	3
584	AP	6	2
585	AP	12	3
586	AP	8	3
587	ABM	5	0
588	AP	6	2
589	AP	16	3
590	AP	16	3
591	GA	9	2
592	SB	2	2
593	AP	11	3
594	AP	7	2
595	GA	9	3
596	ABM	4	1
597	ABM	6	3
598	AP	9	3
599	AP	8	3
600	ABM	5	2
601	GA	4	3
602	GA	5	3
603	GA	8	3
604	GA	10	4

Codom

Multitrunk

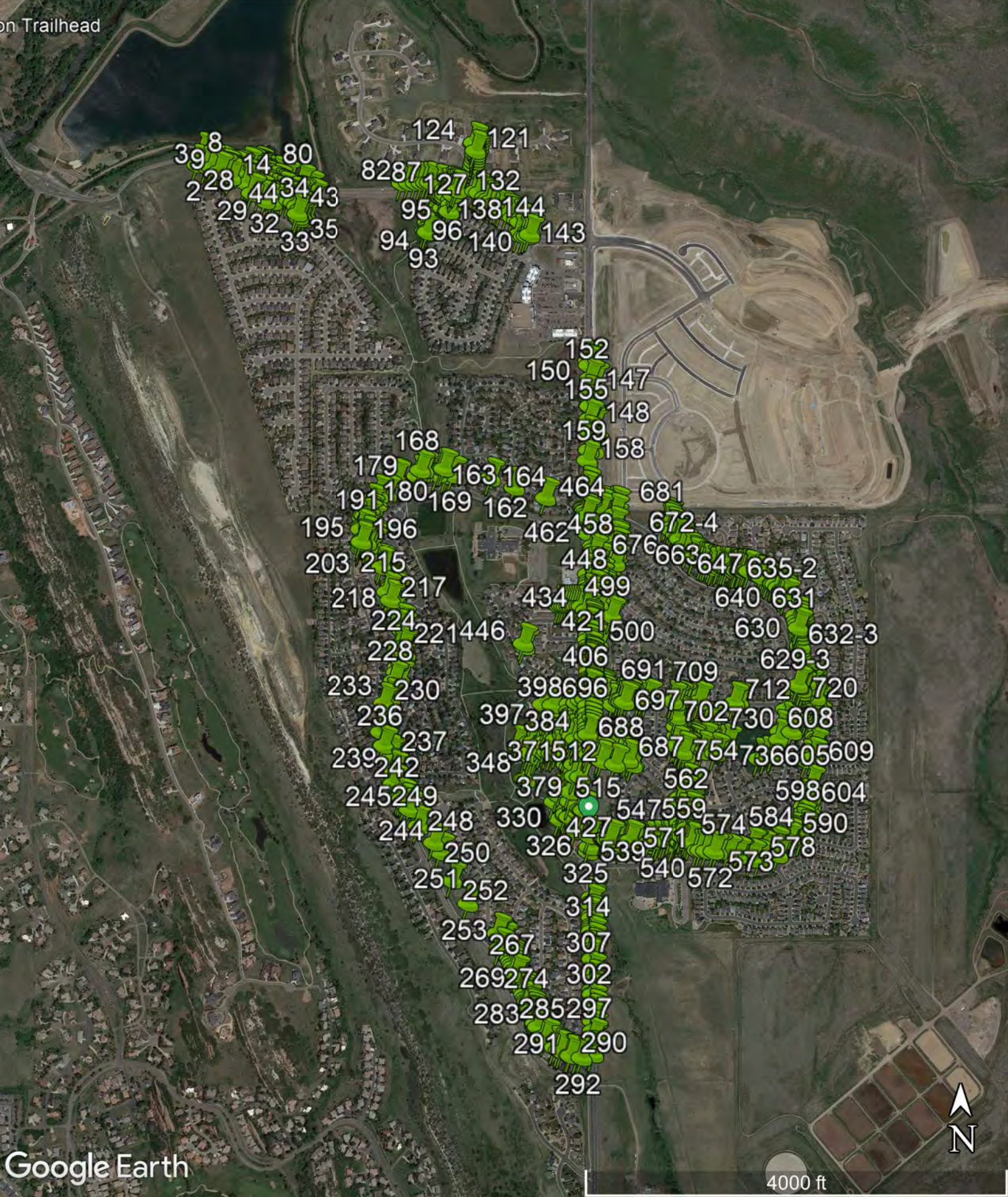
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607	ABM	11	4
608	ABM	12	2
609	AP	8	4
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612	ABM	10	3
613	GA	14	4
614	AP	12	3
615	GA	9	3
616	GA	10	3
617	GA	8	3
618	GA	6	3
619	GA	9	3
620	GA	7	3
621	GA	8	3
622	GA	12	3
623	GA	11	3
624	GA	11	3
625	CTH	4	3
626	CTH	5	3
627	CTH	4	3
628-3	CBS	6	2
629-3	CBS	6	3
630	CTH	5	3
631	CTH	5	3
632-3	CBS	6	2
633-3	CBS	6	3
634-3	RCC	6	3
635-2	CTH	4	4
636-2	RCC	3	2
637	CTH	3	3
638	AP	9	3
639	AP	9	4
640	AP	8	4
641	BS	5	3
642	BS	2	3
643	BS	2	4
644-3	CTH	3	3
645	GA	9	3
646	GA	8	3
647	AP	9	3

Codom

648	AP	8	3	Codom
649	AP	9	2	
650	AP	11	3	Codom
651	AP	7	1	
652	AP	9	3	Codom
653	AP	9	2	
654	RCC	3	1	
655	RCC	3	0	
656	AP	6	3	
657	AP	10	3	
658	AP	11	3	
659	CTH	3	4	
660	SP	8	4	
661	SP	9	3	
662	GA	8	3	
663	GA	8	3	
664	SP	7	3	
665	SP	8	3	
666	SP	7	3	
667-3	APA	6	4	
668	AP	9	3	
669	AP	8	3	
670	APA	5	3	
671	APA	9	3	
672-4	AM	3	3	
673	WF	6	4	
674	AP	12	3	
675	AP	11	3	
676	AP	13	3	
677	GA	5	2	
678-3	GA	3	2	
679	GA	4	3	
680	AP	12	3	
681	AP	12	3	
682	AP	11	3	
683	AP	5	0	
684	HL	9	4	
685	WH	3	3	
686	AM	8	4	Multitrunk
687	HL	9	4	
688	HL	5	4	
689	NLC	15	2	Cyto
690	LLC	12	3	

691	GA	15	3	
692	GA	13	3	
693	APA	8	4	
694	ABM	12	4	
695	WH	4	3	
696	ABM	13	4	
697	HL	8	3	
698	SSC	13	4	
699	AP	16	4	
700	AP	2	3	
701	SSC	12	4	
702	WH	5	2	Chlorotic
703	WH	7	3	
704	AP	10	3	
705	AP	11	3	
706	AP	11	3	
707	HL	13	3	
708	LL	2	3	
709	SM	10	3	
710	GA	14	3	
711	GA	13	3	
712	AP	13	3	
713	AP	13	3	
714	HL	13	4	
715	HL	15	4	
716	AP	11	3	
717	AP	5	3	
718	AP	5	3	
719	AP	5	3	
720	AP	3	1	
721	AP	6	4	
722	AP	4	3	
723	AP	4	3	
724	HL	2	0	
725	HL	2	2	
726	GA	10	3	
727	GA	10	3	
728-9	AP	2	1-3	
729	WH	12	4	Multitrunk
730	SSC	9	3	Lt. FB
731	SSC	9	3	Lt. FB
732	NLC	18	2	Leaning-Hazard
733	NLC	19	3	

734	SSC	10	4	
735	SSC	6	4	
735	GA	14	3	
737	GA	12	3	
738	ABM	10	4	
739	ABM	6	3	
740	LLL	3	3	
741	LLL	4	4	
742	ABM	8	4	
743	ABM	3	3	
744	ABM	3	3	
745	SSC	5	4	
746	SSC	5	3	
747	SSC	8	4	
748	APA	4	3	
749	APA	7	3	
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751	HL	7	3	
752	RCC	6	4	Multitrunk
753	AP	4	4	
754	AP	7	4	
755	AP	9	4	
756	RCC	3	4	Multitrunk
757	AP	8	3	
758	AP	10	4	
759	RCC	5	4	Multitrunk
760	RCC	5	4	Multitrunk
761	RCC	5	4	Multitrunk
762	RCC	5	4	Multitrunk
763	RCC	4	4	Multitrunk
764	GA	7	4	
765	AP	9	4	
766	WH	4	3	
767	WH	6	4	
768	AP	12	4	
769	AP	11	4	
770	AP	11	4	





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

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

Bid for Mosquito control service

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

Thank you
Ron Burden

PATRIOT PEST CONTROL
P.O.BOX372
CASTLE ROCK CO. 80104
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Thank you
Ron Burden

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.

Herschberg, Natalie

To: Jones, Anna
Subject: RE: [External] One Roxborough

From: Ephram Glass <ephramglass@roxboroughmetrodistrict.org>
Sent: Wednesday, June 29, 2022 6:50 PM
To: Jones, Anna <Anna.Jones@claconnect.com>
Cc: Mathew Hart <MathewHart@roxboroughmetrodistrict.org>
Subject: [External] One Roxborough

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

For a quick summary of One Roxborough:

One Roxborough is a group of residents, Douglas County business people and leaders who meet to discuss any issues important to Northwest Douglas County. It was formed primarily due to the Sterling Ranch development and the fact that our area did not have a big enough voice to be heard by the county commission. Their website is <https://smallerfootprint.org/onerox.php>.

Take a look at the meeting minutes for some of their meetings to get an idea of the wide array of topics they cover.

Thanks,
Ephram

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT REQUEST FOR PROPOSALS *for* DISTRICT LEGAL SERVICES

(Draft Document – For Discussion Only July 7, 2022)

The Roxborough Village Metropolitan District (RVMD) is located in Douglas County just southwest of the intersection of Wadsworth Boulevard and C-470. It is just to the north of Roxborough State Park and to the south of Chatfield State Park and Waterton Canyon. The District is primarily residential, with about 6,500 residents and 4,500 households. The District has no outstanding bonds, and assesses approximately 12 mills for annual operating and maintenance services. Primary District activities include parks, open space and landscape maintenance and management. Maps, district documents and additional information can be found on the District website at www.roxboroughmetrodistrict.org. Questions regarding the District or this RFP should be directed to Anna Jones, District Manager, at anna.jones@claconnect.com

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

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

It should be noted the Board regularly meets on the third Tuesday of the month at 6:00 in the evening. For the immediate future (roughly through the summer) the Board is meeting twice per month to address certain pressing matters.

2. **Staffing.** Legal Services Provider, if other than a solo practice, will name an attorney responsible for supervising the legal services provided by it on behalf of the District. The named attorney may be assisted by other attorneys, paralegals and legal assistants in the firm as appropriate.

3. **Responsibilities.** In reliance upon information and guidance from the Board, the District Manager and the District's consultants, Legal Services Provider will provide legal services, advice and counsel to the Board, the District Manager and the District's consultants, keep the Board, the District Manager and the District's consultants reasonably informed of progress and developments of matters for which our firm is engaged, and respond to the Board's, the District Manager's and/or the District's consultants' inquiries.

The Board and the District Manager will be responsible for fully and accurately disclosing to the Legal Services Provider all facts that may be relevant to these legal matters, keep Provider apprised of new developments relating to such matters, and assist and cooperate with Provider as appropriate in dealing with these matters.

4. **Fees, Disbursements, and Other Charges.** The Legal Services Provider shall provide a listing of fees as follows:

- A. *District Billing Rate.* For services performed during 2022/2023 our District Billing Rates will be:
- | | |
|------------------------------------|--------------------|
| <i>Attorneys</i> | <i>Hourly Rate</i> |
| <i>Paralegals/Legal Assistants</i> | <i>Hourly Rate</i> |
| <i>Others</i> | <i>Hourly Rate</i> |

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

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

5. **Documentation.** Legal services shall comply with and certify that it complies with the provisions of C.R.S. § 8- 17.5-101, et seq.

A. *Employment or Contracting with Illegal Aliens.* Provider shall certify that it will not knowingly employ or contract with an illegal alien to provide the services described or enter into a contract with a subcontractor that fails to certify that such subcontractor will not knowingly employ or contract with an illegal alien to provide services.

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

C. *Duty to Terminate Subcontractor:* If Provider obtains actual knowledge that a subcontractor performing work for District knowingly employs or contracts with an illegal alien, it shall:

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

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

6. **Communications.** The Legal Services Provider will endeavor to respond to all phone messages, e-mails, and facsimiles within twenty-four (24) hours of receipt.

7. **Termination.** The District Board will have the right to terminate its relationship with the Legal Services Provider at any time.

8. **Information to Include in Proposal.** Proposers are requested to include the following information in the RFP:

- Firm overview, including typical services currently covered, as related to Special Districts
- Attorney overview for those who would be expected to serve the District, including their relevant experience
- Client references
- Disclosure of any potential conflict of interest by individuals or the Firm
- Timing of ability to begin work

9. **Timeline for Proposers:**

- RFP issued July 13, 2022
- Responses due by July 27, 2022
- Interviews conducted week of August 1, 2022
- Candidate Selection week of August 8, 2022
- Selected candidate(s) attend August 16, 2022 Board Meeting

Submittals should be directed to Anna Jones, District Manager, at anna.jones@claconnect.com.

FIRM RESUME

The law firm of White Bear Ankele Tanaka & Waldron (“**WBA**”) consists of attorneys, paralegals, legal assistants, and a support staff located in Centennial, Colorado at “The Streets at SouthGlenn.” WBA is Colorado’s largest law firm specializing in the representation of special taxing districts and other governmental agencies and has been serving clients and Colorado communities since 1997. The attorneys of WBA are among Colorado’s most experienced and innovative leaders in the use of local and governmental entities to provide infrastructure and public services in new and existing developments.

WBA’s practice areas include municipal law, special taxing districts and intergovernmental authorities, owners’ associations and related matters. The services provided in these areas include:

1. Representation of municipalities as general and special counsel in all aspects of local government work including drafting and enforcing ordinances, resolutions, charters, and contracts, facilitating annexations, implementing zoning and other land use controls, contract negotiations, and management of all other day to day legal activities of municipal clients.
2. Representation of counties as special counsel, and representation of all other types of quasi-municipalities and regional governmental authorities in all aspects of day to day operations.
3. General counsel services to local governments, land developers, homebuilders and property owners relating to the use of special taxing districts and other limited-purpose public entities to provide for the construction, management, operation and financing of essential public services, including roads, water, sewer, drainage, transportation, fire protection, park and recreation, library and other services.
4. Ongoing representation of local governments, special taxing districts, authorities and other local entities to ensure compliance with relevant local government law, including property taxation, capital project financing, annexations, elections, budget and audit law, adoption, certification of levies for taxes, TABOR compliance, meeting activities, protection of public officers and directors, insurance matters, and numerous other aspects of local government law.
5. Representation of land developers and other parties in the formation and/or use of home owners’ associations or special taxing districts for common area maintenance, covenant enforcement and design review.
6. General counsel services to home owner and commercial associations, including document amendments, rule review and drafting, compliance with applicable laws and regulations, contract drafting and review, document interpretation, collection of assessments and covenant enforcement.
7. Assisting parties interested in acquiring property by conducting due diligence into whether special taxing districts overlap the property being purchased, and if so, investigate the financial structure and obligations of, and the services provided by, the special taxing districts.

Our talented team of professionals and our collective experience allows WBA to quickly and efficiently respond to our client's needs. The following brief biographies introduce our attorneys.

William P. Ankele, Jr. is a shareholder at WBA with 40 years of experience in the firm's practice areas. He has broad experience in the formation and representation of instrumentalities used to fund public infrastructure required to support development projects and community needs, including special taxing districts of all types, intergovernmental authorities, library districts and non-profit corporations. He has provided advice to the development community, citizen groups, and local governments on the organization and use of various public entities offering tax-exempt financing solutions for major public and private projects throughout Colorado. His experience includes representation of special districts, library districts, intergovernmental authorities, business improvement districts, county and municipal public improvement districts, and non-profit corporations. Mr. Ankele's practice includes extensive experience in the use of special taxing districts to serve mountain resort communities, such as Aspen, Vail, Breckenridge, Steamboat Springs, and Winter Park. He is co-author of *Colorado Special Districts and Chapter 9*, published in The Colorado Lawyer in December 1991/January 1992, and author of *Funding Schools Through Public-Private Partnerships*, published in The Colorado Lawyer in June, 2001. Mr. Ankele received a Bachelor of Arts in English and History at the University of Michigan. He received his Juris Doctorate, *cum laude*, from Wayne State University, where he was also the Executive Editor of the Wayne Law Review. He has received an AV Pre-eminent Peer Review Rating from Martindale Hubbell for 33 consecutive years.

Jennifer Gruber Tanaka is a shareholder at WBA. She practices local government law representing special districts, intergovernmental authorities, and limited-purpose public entities. The primary focus of Ms. Tanaka's practice is to assist governments, business entities, homeowners, and individual developers in utilizing special taxing districts and limited-purpose public entities to provide for the construction, management, operation, and financing of essential public services, utilities, and project infrastructure, through the creation of special districts, county and municipal general and local improvement districts, business improvement districts, and intergovernmental authorities. Ms. Tanaka's representation spans from boards represented by developers to those controlled entirely by homeowners and she has a specialized knowledge with representing water and sanitation districts. Ms. Tanaka is the Vice Chair of the Metro District Education Coalition and the Chair of the Legislative Committee and regularly advocates at the state and local levels for special districts through legislative and policy-making endeavors. Ms. Tanaka received her Juris Doctorate from the University of Denver, Sturm College of Law. Her Bachelor of Arts degree was awarded by Coe College where she graduated *magna cum laude* and Phi Beta Kappa with majors in History and Japanese Studies and minors in Asian studies, Religion, and Japanese. Ms. Tanaka is licensed to practice law in Colorado and New Mexico.

Clint C. Waldron is a shareholder at WBA. His practice focuses on the areas of local government, special taxing districts, and public finance, and serves as general counsel to local governments across the State of Colorado. Mr. Waldron advises clients on a wide range of local government issues including the formation and operation of special taxing districts, public meeting and open record laws, and election law. He also advises boards of directors and real estate developers on the relationship and structure of owners' associations and related covenant enforcement and architectural review entities. Mr. Waldron has represented local governments in

the restructuring and issuance of over \$400 million in general obligation and revenue debt. Mr. Waldron received his Juris Doctorate from Wake Forest University School of Law, and a Bachelors of Arts from Weber State University. He is licensed to practice law in Colorado and Idaho.

Kristin Bowers Tompkins is a shareholder at WBA. Ms. Tompkins specializes in local government law, public infrastructure, special districts, public finance, and commercial and real estate development. Ms. Tompkins has represented numerous residential, commercial, and mixed use developments, providing advice concerning special taxing district financing. Prior to joining WBA, Ms. Tompkins gained experience in special district law, as well as homeowners' association law. Ms. Tompkins has moderated and presented at a number of seminars concerning the use of special taxing districts, legislative and ballot measures affecting public entities, and public infrastructure financing. Ms. Tompkins received her Juris Doctorate from University of Colorado School of Law. She is licensed to practice law in Colorado and Michigan.

Robert G. Rogers is a shareholder at WBA. He focuses his practice on the representation of special districts and the private development community. He frequently advises clients on metropolitan district service plans, governance structures, property tax issues, public improvement fees, intergovernmental agreements, development agreements, and public-private partnership agreements, with an emphasis on negotiations between municipalities, developers, and special districts. He is also a frequent public speaker on special district matters. Mr. Rogers holds undergraduate and law degrees from the University of Texas in Austin, where he was the managing editor of the Texas Environmental Law Journal. He is an Eagle Scout, a former non-commissioned officer in the United States Marine Corps Reserve, a combat veteran of the Iraq War, and a recipient of the Navy Corps Individual Commendation Medal.

Blair M. Dickhoner is a shareholder at WBA. Mr. Dickhoner's practice focuses on local government law where he represents clients in the areas of special districts, public infrastructure finance, and real estate development. He assists developers and property owners with the organization of special districts and provides ongoing general counsel services following their organization. Mr. Dickhoner received his Juris Doctorate from the Columbus School of Law at the Catholic University of America in Washington, D.C. where he was an editor for the *CommLaw Conspectus* and a member of the Environmental Law Moot Court Team. During law school Mr. Dickhoner worked for the U.S. Department of Justice and the National Association of Home Builders. He also obtained a Master's Degree in Urban and Regional Planning from the University of Colorado, Denver. He received his Bachelor of Arts degree in Zoology from Miami University in Oxford, Ohio.

George M. Rowley is a shareholder at WBA. He has over 20 years of special district experience and has been instrumental in assisting districts with a wide range of legal issues. Mr. Rowley represents clients in special district matters including bond issuances, elections, revenue sharing arrangements, intergovernmental agreements, multi-district structures, construction bidding and contracting, compliance with TABOR, cost recovery agreements, easements and right-of-way acquisition agreements and legislative matters. He has organized and represented special districts for commercial and residential projects. Additionally, he has worked with a significant number of governing jurisdictions in Colorado and has participated in the creation of cutting-edge approaches to structuring special taxing districts and special taxing district financing.

Mr. Rowley earned both his Juris Doctorate, *cum laude*, and his Bachelor of Arts in History from Brigham Young University. While a student at the J. Reuben Clark School of Law, he was Associate Editor of the Brigham Young University Journal of Public Law and a member of the J. Reuben Clark Law Society.

Kristen D. Bear is of counsel at WBA. She has practiced exclusively in local government law and finance for over 20 years and has organized and represented special taxing districts for some of Colorado's premier commercial and residential projects, including The Streets at SouthGlenn, Belmar, and Denver West. Ms. Bear has extensive experience working with commercial and residential developers at the forefront of the Colorado development community, as well as governmental officials throughout the State of Colorado. She has been involved in the development and creation of cutting edge methods in structuring public financing, including the use of Urban Renewal Authorities and Public Improvement Companies. Ms. Bear earned her Juris Doctorate from the University of Denver, College of Law and a Bachelor of Science from Southern Methodist University, emphasizing business management and finance. Prior to her experience in local government law, Ms. Bear served as a law clerk on the Colorado Supreme Court for the Honorable Chief Justice Luis D. Rovira.

K. Sean Allen is of counsel at WBA with over 20 years of representing special taxing districts. He serves as general counsel to special taxing districts throughout the Denver and Colorado Springs metropolitan areas in their pre-development and development phases, and throughout the balance of their post development lifecycle. His practice focuses on special taxing district formation, elections, bond issues, public improvement financing, contracting, construction, as well as district operation, maintenance and administration. Mr. Allen earned his Juris Doctorate from the University of Denver College of Law, and a Bachelor of Applied Arts in Economics from the University of Colorado.

Trisha K. Harris is of counsel at WBA. Her practice focuses on representing metropolitan districts as general counsel, as well as representing the firm's community association clients. Ms. Harris also draws upon her many years of experience representing community associations to assist developer clients with drafting covenants and governing documents for new communities. Ms. Harris brings to the firm almost two decades of experience in representing homeowners' associations in the State of Colorado, as well as her experience with metropolitan districts and development matters. She has taught numerous classes and seminars concerning myriad legal topics related to homeowners' associations. She earned her Juris Doctorate from the University of Colorado School of Law and a Bachelor of Science degree in Marketing from Colorado State University.

Zachary P. White is of counsel at WBA. He advises clients concerning the formation, use and ongoing operations of special taxing districts, other special-purpose public entities, and intergovernmental authorities. His practice focuses on metropolitan districts, business improvement districts, water districts, and park and recreation districts. Mr. White has represented numerous residential, commercial, and mixed-use developments from early planning stages through buildout. Mr. White received his Juris Doctorate at Phoenix School of Law where he received a merit scholarship for academic achievement, served as a member of the Pro Bono Committee, participated in the J. Reuben Clark Law Society and graduated with a special recognition for pro bono legal service. He is licensed to practice law in Colorado and Arizona.

Heather L. Hartung is of counsel at WBA. Her practice focuses on the representation of special districts and homeowners' associations throughout Colorado as general counsel. Ms. Hartung's legal career spans over 20 years and, prior to joining WBA in 2016, she practiced in the areas of community association law and real estate law. She regularly teaches classes relating to both special districts and homeowners' associations. Ms. Hartung earned a Bachelor of Arts degree in Political Science from Miami of Ohio in 1994 and her Juris Doctorate from the University of Montana, School of Law in 2003.

Megan J. Murphy is of counsel at WBA. She primarily represents land developers and metropolitan districts from formation through build out and beyond. Prior to joining WBA, Ms. Murphy advised clients on all aspects of real estate including title and survey matters, acquisitions, dispositions, foreclosures, quiet title actions, easements, and real estate financing. She earned her Juris Doctorate from St. Louis University School of Law and her Bachelor of Arts degree from Colorado State University.

Eve M. G. Velasco is an attorney at WBA. She specializes in the representation of special districts from organization, through buildout and ongoing operations. Prior to joining WBA, she practiced real estate law, representing financial institutions in matters such as quiet title actions, common interest ownership association issues, regulatory compliance, and foreclosures. Ms. Velasco received her Juris Doctorate from the College of William & Mary School of Law, earning the Order of the Coif and the National Association of Women Lawyers Award. She holds a Bachelor of Arts with honors in International Affairs from the University of Colorado at Boulder.

Audrey G. Johnson is an attorney at WBA. Her practice focuses on local government law in Colorado. She brings to her practice prior experience in the areas of land use, corporate, and commercial law. Additionally, Ms. Johnson previously served as a law clerk for the Colorado Municipal League, where she advised city and town officials on matters related to municipal governance, and as a legal intern at the Colorado Supreme Court for the Honorable Justice Gregory Hobbs, Jr. Ms. Johnson received her Juris Doctorate from the University of Denver, Sturm College of Law. She holds an M.B.A. from the University of Denver, Daniels College of Business and a Bachelor of Arts in History and Political Science from the University of San Diego.

Carey S. Smith is an attorney at WBA. His practice focuses on the representation of special districts, metropolitan districts, and developers. He provides transactional support on matters including district formation, public infrastructure finance, district elections, and ongoing district operations. His prior work experience includes water rights acquisition and defense, business formation, and taxation. Mr. Smith received his Juris Doctorate from Vermont Law School a Bachelor's of Arts degree in Environmental Studies from the University of Colorado Boulder.

Erin K. Stutz is an attorney at WBA. Her practice focuses on the representation of special districts, metropolitan districts, and developers. She brings to her practice experience in corporate, commercial, and trademark law. Prior to joining WBA, Ms. Stutz spent four and a half years working as a legal research attorney and law clerk at the 18th Judicial District of Colorado. Ms. Stutz received her Juris Doctorate from the University of Denver, Sturm College of Law and a Bachelor of Science in Business Administration from the University of Colorado.

Jon L. Wagner is an attorney at WBA. His practice focuses on the representation of special districts and homeowners' associations. Prior to joining WBA, Mr. Wagner practiced collections law, representing lenders in litigation involving debt recovery and creditor rights. Mr. Wagner received his Juris Doctorate from the University of Denver, Sturm College of Law. He holds a Bachelor of Arts in Political Science from the University of Colorado.

Nelson G. Dunford is an attorney at WBA. His practice at WBA focuses on the representation of special districts, metropolitan districts, and developers. Before joining WBA, Nelson represented special districts as outside general counsel and spent several years as a Colorado prosecutor. Mr. Dunford received his Juris Doctorate from the Case Western Reserve University School of Law and holds a B.A. in English from Brigham Young University.

Ruth O. Borne is an attorney at WBA. She specializes in the representation of local governments and homeowner associations. Prior to joining WBA, she practiced land use and real estate law for fifteen years, representing developers, local government and homeowners in matters such as entitlements, annexations, common interest ownership association issues, development agreements and subdivision improvement agreements. Ms. Borne received her Juris Doctorate from Stetson College of Law and is admitted to practice law in Florida and Colorado. She holds a Bachelor of Science degree in Energy Resource Management and certified in Petroleum Land Management & Finance from Daniels College of Business, University of Denver.



Dino A. Ross

DIRECTOR

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OFFICE Denver



Dino Ross leads Ireland Stapleton’s Special Districts Practice Group.

He serves as general counsel or special counsel to fire protection districts, fire authorities, ambulance districts, park and recreation districts, metropolitan districts, and emergency dispatch agencies. He serves as special counsel to municipal fire departments.

Special districts are essential to the health, safety, and welfare of Colorado’s communities. Dino helps special districts navigate a wide array of complex federal, state, and local laws in providing their critical public services, so their communities can thrive.

On a daily basis, he advises Boards and management on issues relating to the Colorado Governmental Immunity Act; the Colorado Open Records Act; budget and finance laws; financing mechanisms, such as lease-purchase agreements, bond issuances and certificates of participation; TABOR issues; regular and special election rules and procedures; all aspects of negotiating and drafting contracts and intergovernmental agreements with vendors, contractors and other public entities; construction contract negotiation and drafting; equipment warranty claims; insurance coverage issues; inclusions/exclusions of property and related boundary issues; all aspects of regular and special Board meeting procedures; Board governance; transactions involving the purchase, sale or lease of real property; organizing, merging or consolidating special districts; creating an Authority; and all aspects of litigation support.

Further, Dino helps fire protection districts, fire authorities, ambulance districts, park and recreation districts, metropolitan districts, and emergency dispatch agencies navigate the often-complex aspects of public employment and labor law, including hiring or appointment of employees and volunteers; day-to-day employment and benefit issues; developing or up-dating employment related forms, job descriptions and manuals; employment agreements, non-disclosure agreements and severance agreements; corrective and disciplinary actions; labor-management relations and collective bargaining; and, all aspects of employment and labor related litigation and administrative proceedings.

Dino is deeply involved in State legislation that affects special districts in general, and fire protection districts in particular.

Memberships

- Colorado Bar Association
- Colorado State Fire Chiefs
- Special District Association

Practice Areas

- Employment
- Special Districts

Bar Admissions

- Colorado

Education

- University of Colorado, Boulder, J.D., 1991
- University of California at Irvine, B.A. Philosophy Major, English, Minor, 1987





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.

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.

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

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 (mm/dd/yy)

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)

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

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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

INVOICE

Scott Snow

423.779.8876
dscottsnow@gmail.com

864 Road P69
Bailey, CO 80421

Attention: Roxborough Metro District c/o Shauna D'Amato
Date: June 19, 2022

Project Title: Roxborough Park Disc Golf Course
Project Description: Consultation
Invoice Number: 6192022

Description	Quantity	Unit Price	Cost
Disc Golf Course Consultation			\$1,000.00
Total			\$1,000.00

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

Thanks,
Scott Snow

Herschberg, Natalie

From: Katie James <james@ffcolorado.com>
Sent: Wednesday, July 6, 2022 3:55 PM
To: Jones, Anna; Tina Vildibill
Cc: DAmato, Shauna; Herschberg, Natalie
Subject: RE: [External] Re: Roxborough Metro District - New Board Disc Golf Course Decision

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This is difficult as he clearly put work into it, but I always understood that these were proposals for doing the design/build. Do we have any correspondence with him that would indicate firmly he was giving proposals for services versus expecting payment for assembling the proposals?

If nothing more than the various proposals for services, then I would not say the District is obligated to pay him but they could certainly decide to if they wish.

Thank you,

Katie James

Kathryn T. James
 Attorney at Law
FOLKESTAD FAZEKAS BARRICK & PATOILE, P.C.
 18 South Wilcox Street, Suite 200
 Castle Rock, Colorado 80104-1909
 Phone: 303.688.3045
 Fax: 303.688.3189
james@ffcolorado.com
www.ffcolorado.com

From: DAmato, Shauna <Shauna.DAmato@claconnect.com>
Sent: Monday, June 20, 2022 2:30 PM
To: Jones, Anna <Anna.Jones@claconnect.com>
Subject: FW: [External] Re: Roxborough Metro District - New Board Disc Golf Course Decision

Hi Anna,

Please see the email below from Scott Snow (Disc Golf Vendor) that I received over the weekend and please advise on how to proceed with this one...

Thank you!



Shauna D'Amato (she/her/hers)
 Public Management Analyst

Direct 303-265-7867
 CLA (CliftonLarsonAllen LLP)
shauna.damato@CLAconnect.com

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From: Scott Snow <dscottsnow@gmail.com>
Sent: Sunday, June 19, 2022 5:35 PM
To: DAmato, Shauna <Shauna.DAmato@claconnect.com>
Subject: [External] Re: Roxborough Metro District - New Board Disc Golf Course Decision

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Hi Shauna,

Apologies for taking so long to respond. This past month has been nonstop for me. I have had my hands full with running a grand opening event at a course I designed and built in Virginia this past year. And my local workload has been much higher than normal.

I was definitely disappointed to read your last email. Per one of our initial conversations, this is another perfect example of why I have only worked with private properties the past five years. After six months invested into emails, phone calls, proposals, property studies, a site survey, and jumping through all the hoops, I now have no work as a result and have not seen a penny along the way. I did all that in good faith and believing that this was a legitimate project to pursue.

I also have to say I was a bit surprised to find this email after having executed an agreement with the board. This doesn't just impact me. I had already begun initiating arrangements for equipment and labor that I have to cancel.

Building disc golf courses is already a very small and undervalued industry, so to get a cancellation like this after so much effort was invested just to get to this point is a huge blow to my timeline. I could have been pursuing other projects instead.

I am attaching an invoice for the past six months of consultation and work that I've done. It should really be much higher, but I'll settle on this being fair enough. Let me know if I need to send it to someone else.

Thanks,
Scott

On May 20, 2022, at 2:15 PM, DAmato, Shauna <Shauna.DAmato@claconnect.com> wrote:

Hi Scott,

I hope you're doing well and staying warm during hopefully our last storm of the season!

As a result of the recent Board elections, the Roxborough Metro District has three new Board members. Unfortunately, at their Board meeting this week, those members (who now hold a majority of the Board) chose to reverse the decision made by the previous board regarding the disc golf course and have decided to not move forward with the course at this time.

I hope this does not cause any inconvenience and please accept my apologies.

Thank you for all of your work on this project and let me know if you have any questions at all.

Best Regards,



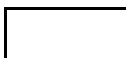
Shauna D'Amato (she/her/hers)
Public Management Analyst

Direct 303-265-7867
CLA (CliftonLarsonAllen LLP)
shauna.damato@CLAconnect.com

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CliftonLarsonAllen LLP

Herschberg, Natalie

From: Katie James <james@ffcolorado.com>
Sent: Thursday, July 7, 2022 8:01 AM
To: Jones, Anna; Herschberg, Natalie
Cc: Tina Vildibill
Subject: [External] Chatfield Farms Irrigation background

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

Hi, Anna,

This email can serve to give the Board some background in addition to the Water Services Agreement itself, for the agenda item.

Back in summer 2016, this item came up and the Board/CLA/landscape contractor discussed billing for the meter(s) as it had not been done but should be per the Agreement. The District is to bill the HOA for the amount we are charged by Rox Water, for the water provided to the HOA, plus a 10% admin cost. The Agreement calls for monthly invoices, but as discussed in 2016, that might be difficult to implement but certainly the HOA should/can be billed seasonally.

My notes indicate there is definitely 1 meter at issue, but the landscape contractor at the time indicated that billing for 1 meter is not accurate, indicating it is shared with other District irrigation? The contractor indicated that 2-3 submeters would be necessary to bill accurately. I believe the item fell off because the discussion was near end of season and there was the meter reading issue to handle, and if I recall, some discussion centered around the cost of handling might outweigh the cost of absorbing the water used.

My understand recently from Scott Barnett is that Bill Barr read the 1 meter at the beginning of the season and can read it at the end to determine usage to bill. We should clarify if the meter serves only HOA or if as the past discussion went, it serves District and HOA and a sub-meter(s) is needed. If the meter can be read as it is, and the usage and cost determined, then my recommendation is that we send a letter to the HOA noting the Agreement, the lack of past billing, and giving them notice the District will send a bill at the end of this season. If more meters are needed, the Board should discuss whether to implement a more accurate system.

Thank you,

Katie James

Kathryn T. James
Attorney at Law
FOLKESTAD FAZEKAS BARRICK & PATOILE, P.C.
18 South Wilcox Street, Suite 200
Castle Rock, Colorado 80104-1909
james@ffcolorado.com
Phone: 303.688.3045
Fax: 303.688.3189

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.

UNOFFICIAL COPY
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 CUAAs, 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*

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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

CHATFIELD FARMS ESTATES
HOMEOWNERS ASSOCIATION, INC.
a Colorado non-profit corporation

By: [Signature]
Print Name: JOHN M HEALY
Its President

ATTEST:

By: _____,
Secretary

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STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me on July 23, 2014
by JOHN M HEALY .as PRESIDENT ~~and~~
~~_____ as _____~~ of Chatfield Farms Estates
Homeowners Association, Inc.

Witness my hand and official seal.

My commission expires DECEMBER 4, 2017

[SEAL]

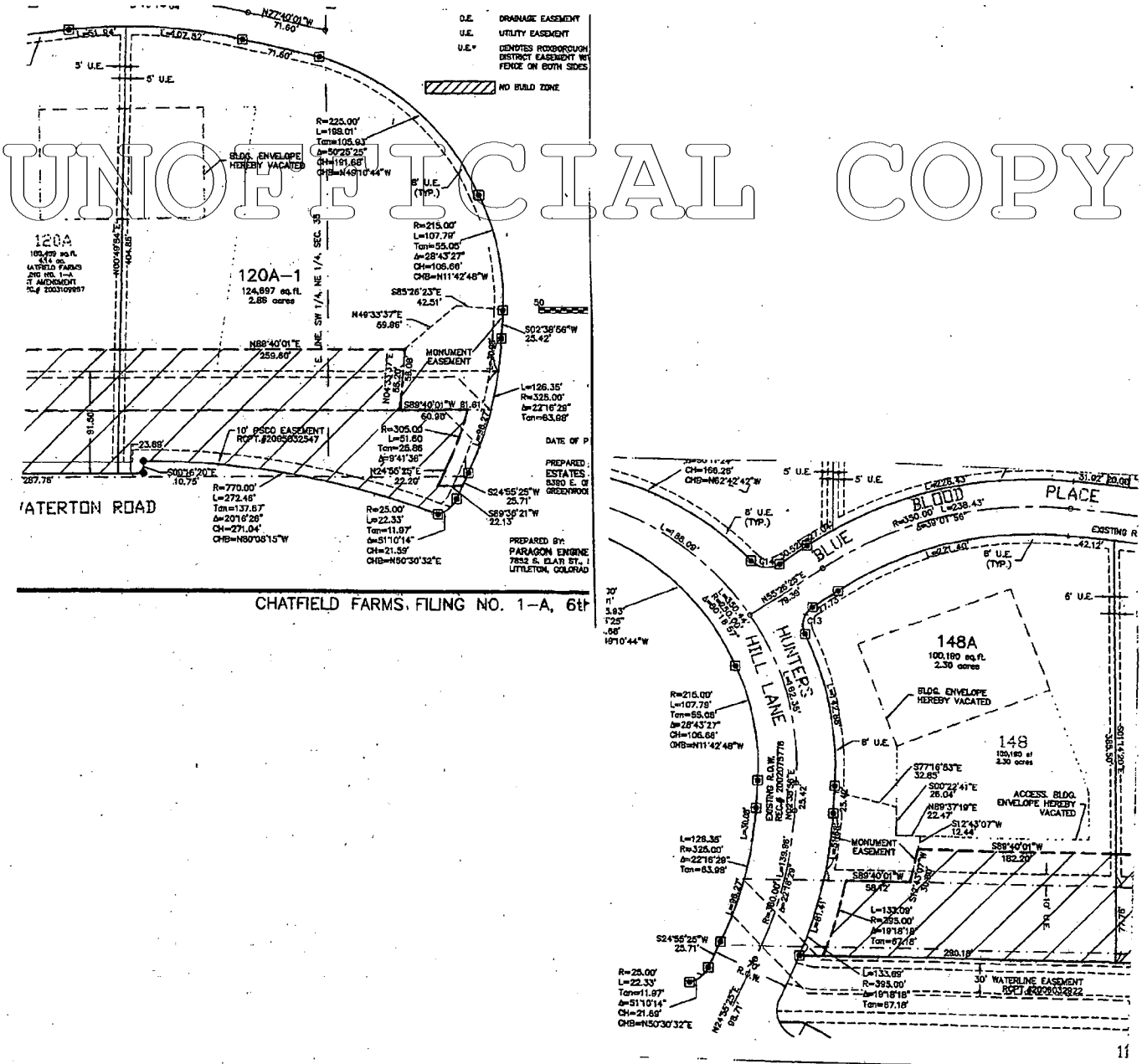
[Signature]
Notary Public

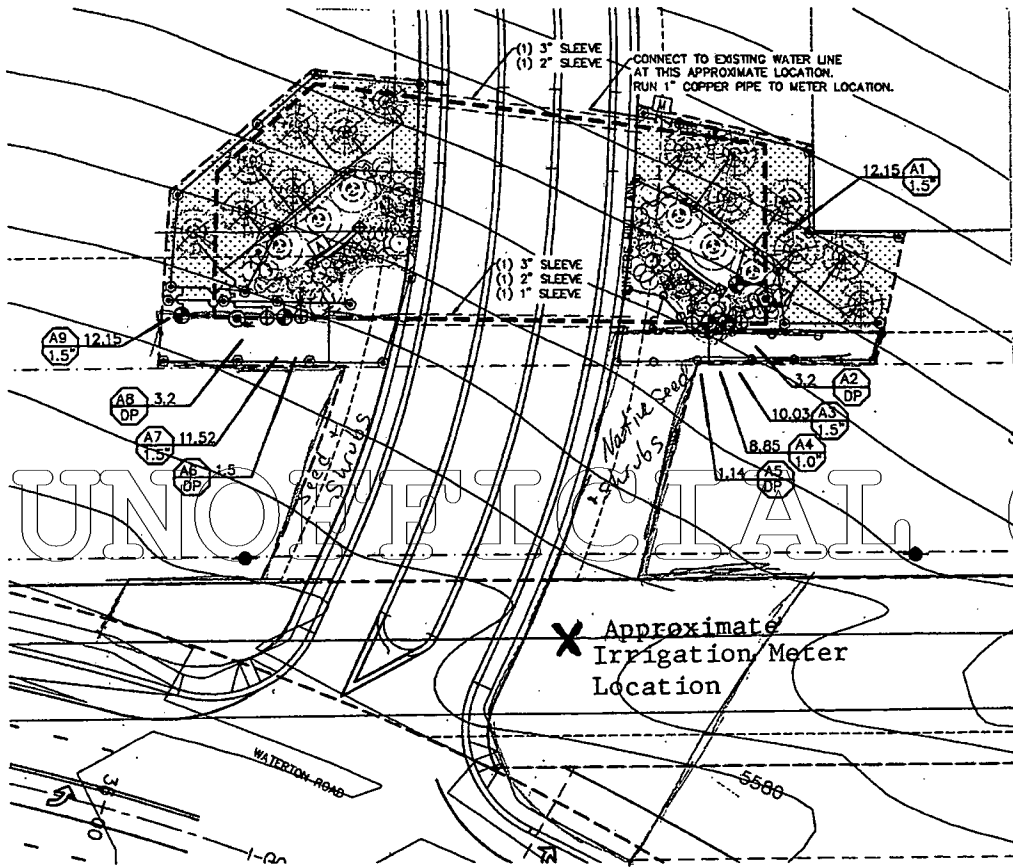
**HEATHER A. STONES
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20134075134
MY COMMISSION EXPIRES DECEMBER 4, 2017**

EXHIBIT A

Monument Easement Areas

Monument Easements over a portion of Lots 120A-1 and Lot 148A, Chatfield Farms Filing No. 1-A, 6th Amendment, as described on the Plat of Chatfield Farms Filing No. 1-A, 6th Amendment recorded April 29, 2014 in the records of Douglas County, Colorado at Reception No. 2014021120.





COPY

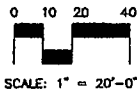
ESTATES AT CHATFIELD FARMS

Douglas County, Colorado

MONUMENT IRRIGATION PLAN

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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)
		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 201
Aurora, Colorado 80014
303-776-7201 FAX 303-776-7202

Revisions

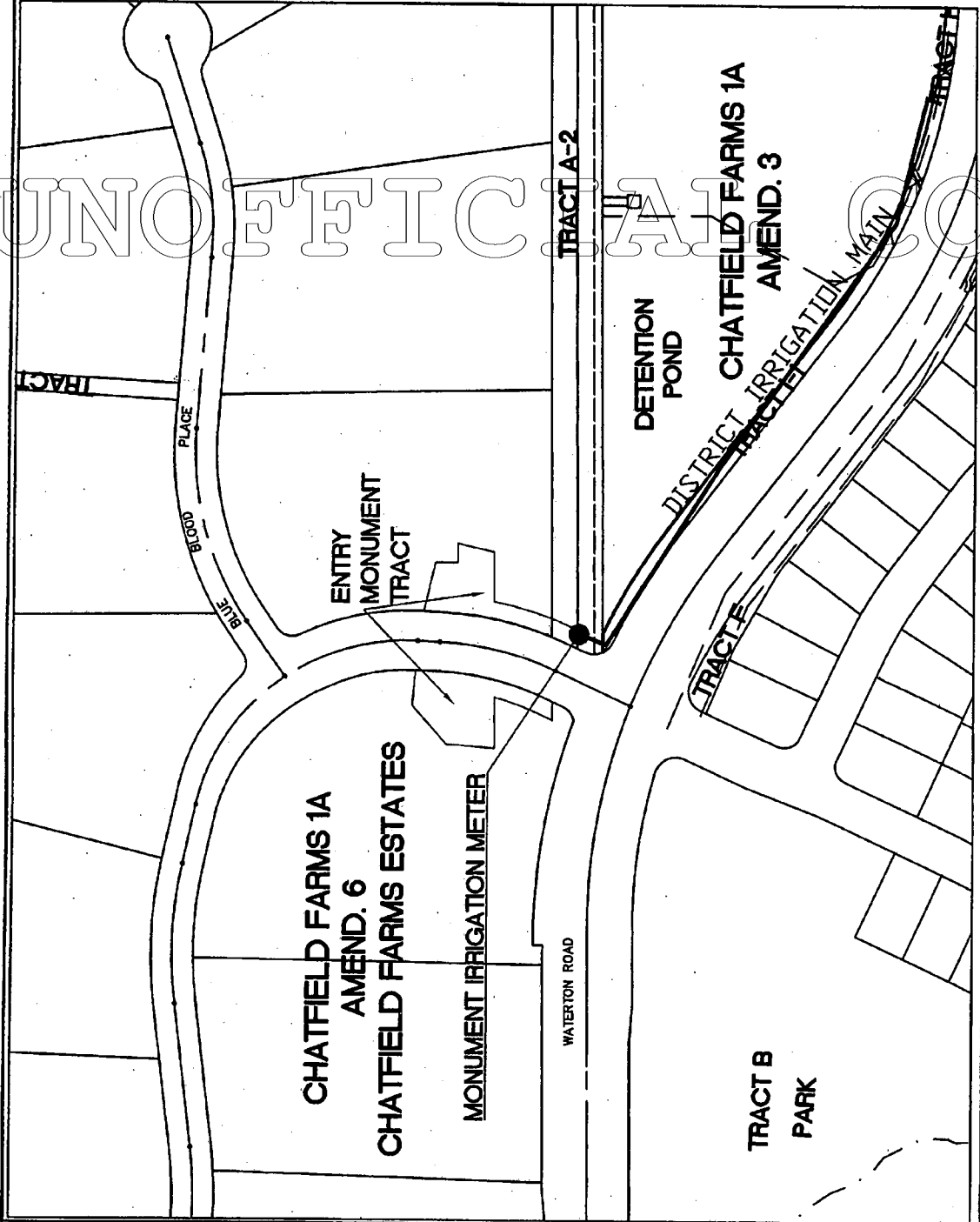
Date: FEB. 21, 2014
Job Number: 7384-000
Sheet IRR-1

EXHIBIT B

Diagram Showing Meter Location and RVMD Irrigation Water Main

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



DESIGN: SB	ROXBOROUGH VILLAGE METROPOLITAN DISTRICT	Mulhern	SHEET NUMBER
DRAWN: SB	RVMD/CHATFIELD FARMS ESTATES	MRE, Inc.	1
CHK'D: SB	IRRIGATION WATER SERVICE AGREEMENT	2 Inverness Drive East, Suite 200	
DATE: 07/08/2014	EXHIBIT B	Englewood, CO 80112	
JOB#:		(303) 649-9857	
NAME: RVMD			
DWG:			

Herschberg, Natalie

From: Katie James <james@ffcolorado.com>
Sent: Thursday, July 7, 2022 8:17 AM
To: Herschberg, Natalie; Tina Vildibill
Cc: Jones, Anna
Subject: RE: [External] Re: Rox - Information Request

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

Hello,

I would add to the below, that it is correct that there are varying agreements among different HOA's and the District. It is up to the Board if they want to increase their obligations (and add or update paperwork to reflect/support those obligations) or to decrease, or clarify, obligations. Previous Boards (not necessarily the most recent) have take the position that HOA specific items like irrigating a monument area, or maintaining an HOA specific monument sign would remain with the HOA for obligation.

Note that as far as electricity goes, the electric box in question does NOT appear on the District list of IREA service so that clarifies that it is not District installed or intended to be paid/maintained by the District.

Park Improvements do not include monument signs, they include park/recreation improvements like playgrounds, benches, etc. The language in this particular license agreement is for maintenance of "park and reasonably related improvements." My position is that if the District is or wants to maintain this monument sign in the future, that the license agreement should be revised to clarify it.

The foregoing ties back to the initial comment. If the Board decides to expand their obligations to maintain HOA specific monuments signs, and irrigation, and electricity, etc. (or any combination thereof), it should consider a universal policy for that and update all documents accordingly.

Thank you,
 Katie James

From: Herschberg, Natalie <Natalie.Herschberg@claconnect.com>
Sent: Wednesday, July 6, 2022 4:17 PM
To: Katie James <james@ffcolorado.com>; Tina Vildibill <vildibill@ffcolorado.com>
Cc: Jones, Anna <Anna.Jones@claconnect.com>
Subject: FW: [External] Re: Rox - Information Request

Katie,

Ephram's email below is what I had as the enclosure for the Electricity Box item. Thanks!

Natalie



Natalie Herschberg
 District Administrator
 Business Operations (BizOps)
 CLA (CliftonLarsonAllen LLP)

Direct 303-793-1417

natalie.herschberg@CLAconnect.com

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

From: Ephram Glass <ephramglass@roxboroughmetrodistrict.org>
Sent: Monday, June 27, 2022 11:21 PM
To: Herschberg, Natalie <Natalie.Herschberg@claconnect.com>; Mathew Hart <MathewHart@roxboroughmetrodistrict.org>
Cc: Jones, Anna <Anna.Jones@claconnect.com>
Subject: [External] Re: Rox - Information Request

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

Sure. I'm still playing catch up on my emails since I got back from vacation, so I apologize if I miss anything. See below.

Chatfield Farms was developed in several stages by one developer. The developer did not file all the necessary paperwork to properly separate all the properties to the respective HOAs or the shopping center owners. Because of this missing paperwork and the time difference between completion of different areas of Chatfield Farms, maintenance is not performed consistently across the different developments within Chatfield Farms.

1) For the license agreements that do exist for Chatfield Farms 1A, 1B, and Estates, the language is fairly consistent. It states the district maintains "Park Improvements". However, it's not clear what was supposed to be included in "Park Improvements" because it's not defined anywhere.

a) For Chatfield Farms 1A, the first development completed, some of the original homeowners who were on the first HOA board passed down that everything BUT the monument sign is supposed to be maintained by the metro district. The district has been maintaining the landscaping, but the water has not been turned on in some time. The irrigation system is in disrepair and is needed for the new trees slated to be planted in the Chatfield Farms playground. The electric seems to be paid by the HOA even though the electric is primarily there for the irrigation system. The HOA does use the electric there for lighting up the monument sign and for holiday lights. The electric system on the east end of Liverpool Circle likely was cut when the playground over there was installed; it does not function at all.

b) For Chatfield Farms 1B, the HOA took over all the landscaping including the Campfire median despite the median being explicitly mentioned in the license agreement as something the district should maintain. They operate their own irrigation, but get free water from the metro district. The HOA board had no idea that the district was supposed to maintain things and likely started doing all the work when the district didn't seem to be maintaining things anymore. There was likely a lack of communication between consecutive boards unlike in 1A.

c) Chatfield Farms Estates is very new and no new agreements were signed when they were built out. They maintain their own monument areas and are the only ones with a water agreement with the metro district.

2) The metro district board needs to identify what "Park Improvements" includes and delineate how to split shared assets, like the electric systems. Once these have been decided, it will be clear how much Chatfield Farms 1A should be reimbursed for fixing the electric system.

I'd recommend the board consider historical decisions and work with the HOAs to come to fair agreements everyone is happy with.

On Mon, Jun 27, 2022 at 11:09 AM Herschberg, Natalie <Natalie.Herschberg@claconnect.com> wrote:

Hi Ephram,

Mat would like additional context regarding the Chatfield Farms Electricity Box. Would you please provide a few bullet points about the situation to include in the July 11th packet? Thank you!

Enjoy your day,

Natalie

 **Natalie Herschberg**
 District Administrator
 Business Operations (BizOps)
Direct 303-793-1417
 CLA (CliftonLarsonAllen LLP)
natalie.herschberg@CLAconnect.com

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CliftonLarsonAllen LLP

Herschberg, Natalie

From: Ephram Glass <ephramglass@roxboroughmetrodistrict.org>
Sent: Monday, June 27, 2022 11:21 PM
To: Herschberg, Natalie; Mathew Hart
Cc: Jones, Anna
Subject: [External] Re: Rox - Information Request

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Enjoy your day,

Natalie



Natalie Herschberg
District Administrator
Business Operations (BizOps)

Direct 303-793-1417
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CliftonLarsonAllen LLP

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



**Roxborough Village Metropolitan District
2022 Tree Inventory Discussion
7/8/22**

The following is a brief discussion and overview of the Roxborough Village Metrodistrict trees from our Spring 2022 Tree Inventory and inspection.

Overview of the Roxborough Village (RV) Trees:

The almost 800 trees within the RV Metrodistrict are overall in good condition, though obviously the condition of the trees do vary. Some of the larger trees in older areas were likely original, so maybe even 40+ years old and there are also some trees that are new or newer replacement trees. The average age of a typical RV tree is probably around 8-12 years old. There is a good variety of trees that have been planted which is good, but also just a handful of most common or often used trees within the District.

Trees:

The most planted trees within Roxborough Village Metrodistrict are: Ash - Green and White (Autumn Purple), Austrian Pines, Honeylocust, and Linden. Trees within Roxborough Village include: Pines, Crabapples, Honeylocust, Lindens, Oaks. Trees not recommended for Roxborough include: Hybrid, Narrowleaf, and Lanceleaf Cottonwoods, Ash, Autumn Blaze Maples, Southwestern White Pine inc. Vanderwolf, and Native Willows (except along creek and riparian areas).

Tree Planting:

It would be good to expand and diversify the species for future planting with some of the desirable, but less used or under utilized trees where appropriate to the location and specific microenvironment. We did note areas where there were missing trees or gaps in the Park on Waterton and scattered elsewhere. First priority for planting is most likely to replant missing trees and trees that are dead or in poor condition. Irrigation is critical to success of trees, so before trees are replanted, the irrigation needs to be verified as working and then the trees still need extra waterings including winter watering for at least the first year. New trees should have at least a one year (and ideally even a two year) warranty with the extra waterings included.

Tree Pruning:

There did not seem to have been much proactive structural and thinning pruning that had been done on the trees, though it is hard to know and would be good to know what has been done over the last few years. On one of our inspection days, there was a crew



doing deadwood removal on some of the Cottonwoods along Village Circle West which was needed and good to see. There were also not a lot of dead or poor trees standing, but there were some that should be attended to. Trees should generally be pruned as needed on about a five (5) year rotation except for dealing with wind or snow damage or excessive dieback and deadwood. It is good to get ongoing tree pruning and tree care into the annual budget if possible.

Plant Healthcare (PHC):

It would be good to get more information about current and previous tree spraying and other treatments, if any. In general, there were not a lot of insect or disease issues and the natural predatory insects have been keeping the damaging pests in check. But it is important to be watchful and to treat trees proactively for serious pests and also reactively if/when there are outbreaks of more minor, less serious pests.

A critical element of tree health especially in our arid climate is adequate irrigation and irrigation on a timely and consistent basis including a plan for winter watering of newer and any stressed or struggling trees. Irrigation systems for the trees needs to be checked regularly to make sure the trees are getting water; this can be tricky if the trees are irrigated via drip irrigation, but the soil moisture can be easily checked.

We did note some significant Ash Lilac Borer damage and even tree losses on Ash trees especially in the Park and park parking lot on Waterton, but the damage was generally much less on other RV Ash trees. I do not think this is Emerald Ash Borer (yet, but EAB will likely be a serious issue in the future) and we suspect that there has not been consistent, annual Ash Borer preventative sprayings. We recommend that all of the Ash be sprayed for Borers in late April each year. Have the Ash trees been sprayed for Borers regularly or not?

Iron Chlorosis is affecting some trees, this is most noticeable on trees that are yellowing or light green. This is a micronutrient deficiency that is very hard to correct due to our high pH soils. Some Iron injection treatments can be tried, but they are expensive, may not be effective, and usually need to be repeated every several years for the life of the tree. Maples tend to be most affected, but also sometimes Oaks and other trees.

Cytospora fungus damaging or killing Cottonwoods. There are some older Cottonwoods that have dieback and even that have died due to this fungus. Cytospora fungus is fairly common, but hard to prevent, the best approach is to not replant any of these except for Plains Cottonwoods (in proper locations) or varieties that are specifically resistant to it.



Tree Hazards:

Although we were not providing a hazardous tree assessment within the scope of our Tree Inventory, we did note some concerns that the Board should be aware of. There did not appear to be many hazardous trees, although the cottonwood trees should be watched and one that particularly was of concern and should be checked on further is a leaning cottonwood on the East/Southeast side of the lake. We did not perform a hazardous tree assessment on this or any other trees within the District. Some of the other older Cottonwoods seemed to be in decline and should be monitored. We also did note co-dominant stems (trunks) on some trees within the District – this was a very quick and cursory look. These trees can be more likely to split or fail, so these are trees that could be addressed with some proactive pruning and a suppression cut or removal of the lesser stem/trunk. Has there been any pattern of trees or large limbs falling? We are not aware of or were told of any, but if there have been some then these trees or types of trees should be identified and then periodically monitored as appropriate.

This completes our overview of the Roxborough Village Metrodistrict trees in conjunction with our Tree Inventory inspection. Please let us know if you have any questions and if we can be of further assistance with the ongoing care and management of your trees.

We do also provide ongoing, independent, annual Tree Inspections and Tree Management with planning and oversight of Tree Planting, Pruning, Plant Healthcare/Tree Health Plans, and periodic inspections and reports on the Roxborough Village trees by an ISA Certified and ASCA Registered Consulting Arborist if you are interested in any or all of these services, please let us know.

Sincerely,
Tree Analysis Group, LLC
Bob Howey
ISA Certified Arborist #7030A & ASCA Registered Consulting Arborist #729
303-726-1952 / Bob@TreeAnalysis.com