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:** October 19, 2021
- TIME: 6:00 p.m.
- LOCATION: Given current events and current advice and directives from local, state and federal jurisdictions related to COVID-19, this meting is being held by teleconference and virtual meeting only.

Board members, consultants and members of the public may participate by teleconference or by computer/tablet by utilizing the following information:

- 1. To attend via Zoom Videoconference, use the link: <u>https://us02web.zoom.us/j/83357228503?pwd=ZnV3OUY2RXo4N3ZQRz</u> <u>ZpQzVjWE9Tdz09</u>
- ACCESS: 2. To attend via telephone, dial 346-248-7799 and enter the following additional information:
 - a. Meeting ID: 833 5722 8503
 - b. Passcode: 074830

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

I. CALL TO ORDER

II. DECLARATION OF QUORUM/DIRECTOR QUALIFICATIONS/DISCLOSURE MATTERS

III. APPROVE AGENDA (10 minutes)

Roxborough Village Metropolitan District Agenda – October 19, 2021 Page 2 of 4

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

(Note: Members of the public may express their views to the Board on matters that affect the District. Comments will be limited to three (3) minutes. Please sign in. Questions may be asked of the Board but will not be answered at this time.)

V. CONSENT AGENDA (5 minutes)

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

- A. Review and Consider Approval of the August 25, 2021, September 1, 2021 and September 21, 2021 Special Meetings Minutes (enclosed)
- B. Review and Accept the Cash Position and Property Tax Schedule for September (enclosed)
- C. Review and Consider Approval of Current Claims, Approve Transfer of Funds, and Ratify Payment of Autopay Claims and Ratify Approval of Previous Claims (enclosed)
- D. Review Bailey Tree Update (enclosed)

VI. FINANCIAL MATTERS (5 minutes)

- A. Draft 2022 Budget Distributed
- B. Motion to Hold Budget Hearing On November 16, 2021
- C. Other

DISCUSSION AGENDA

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

VII. ACTION ITEMS (30 minutes)

- A. Review and Consider Approval of Code of Conduct at District Board Meetings (to be distributed)
- B. Review and Consider Approval of Amendment to Resolution regarding Colorado Open Records Act Rules and Policy (CORA) (to be distributed)
- C. Landscaping Walk Action Items and Course of Action (enclosed)
- D. Review and Consider Approval of Metco Proposal to Mulch Trees, Refresh Playground Chips and Install Dog Station (enclosed)
- E. Review and Consider Approval of Metco Proposal to Remove Silt and Debris from Drainage Channel (enclosed)

- F. Review and Consider Approval of Metco Proposal to Install 2021 Holiday Lighting (enclosed)
- G. Review and Consider Approval of Proposal for Phase 1 Asphalt Replacement (enclosed)
- H. Review and Consider Approval of Amendments to Youth and Adult Sports Teams Applications and Revocable Park Use Permit for Sports Fields (enclosed)
- I. Review and Consider Approval of Towing Agreement with Wyatts Parking Management (enclosed)
- J. Consider Rescheduling December 21, 2021 Board Meeting

VIII. DIRECTOR MATTERS (10 minutes)

- A. Environmental Committee Update (enclosed)
 - 1. Update on Greenhouse Process and Next Steps
 - 2. Discuss Crystal Lake Tree Plan
- B. Other

IX. MANAGER MATTERS (20 minutes)

- A. Update on New Playground Design
 - 1. Review Phasing and Costing Schedule (enclosed)
- B. Other

X. LEGAL MATTERS (5 minutes)

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

XI. ENGINEERING MATTERS (5 minutes)

- A. Spillway Follow-Up
 - 1. Spillway Construction Status Update

- B. Imperial Park Fence Construction Update
- C. Concrete Trail Repairs Update
- D. Other

XII. LANDSCAPING MATTERS (10 minutes)

- A. Metco Landscape Report (enclosed)
- B. Discuss Soil Sample Results (enclosed)
- C. Discuss Water Usage between 2020 and 2021
- D. Other

XIII. OTHER BUSINESS (5 minutes)

A. Confirm Quorum for November 16, 2021 Special Meeting via Zoom

XIV. EXECUTIVE SESSION (15 minutes)

A. Executive Session Pursuant to C.R.S. Section 24-6-402(4)(B) for the Purposes of Receiving Legal Advice on the Specific Legal Question of CORA Requests and Responses by District Custodian

XV. ADJOURNMENT

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE ROXBOROUGH VILLAGE METROPOLITAN DISTRICT

HELD

Wednesday, August 25, 2021

A special meeting of the Board of Directors of the Roxborough Village Metropolitan District (referred to hereafter as the "Board") was convened on Wednesday, August 25, 2021 at 6:00 p.m. at Roxborough Community Park. The meeting was open to the public.

<u>ATTENDANCE</u>	In Attendance were Directors:
	Debra Prysby; Vice President
	Ephram Glass; Treasurer
	Edward Wagner; Secretary
	Garry Cook; Assistant Secretary
	Director Brown's absence was noted and excused.
	Also in Attendance were:
	Bill Barr; Metco Landscape, Inc.
	George Biedenstein; Bailey Tree LLC
	Gloria Gearhart; Resident at 7392 Eagle Rock Drive
	Travis Jensen; Resident at 7434 Eagle Rock Drive
	Mark Rubic; Resident at 7735 Veranda Court
CALL TO ORDER	The meeting was called to order by Director Prysby at 6:11 p.m. Upon a motion duly made by Director Cook, seconded by Director Wagner and, upon vote, unanimously carried, the Board noted and excused the absence of Director Brown and appointed Director Prysby to run the meeting in the absence of Director Brown.
DECLARATION OF QUORUM/DIRECTOR QUALIFICATIONS/ DISCLOSURE MATTERS	A quorum was declared present. No new conflicts were disclosed.
DISCUSS DISTRICT LANDSCAPING	The Board toured areas of the District and discussed areas of concern that need to be addressed as well as potential projects for the future to enhance the landscaping.
OTHER BUSINESS	None.
ADJOURNMENT	There being no further business to come before the Board, the meeting was adjourned at 8:00 p.m.

Respectfully submitted,

By: ______Calvin Brown, President

Attest:

By: ______Ed Wagner, Secretary

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE ROXBOROUGH VILLAGE METROPOLITAN DISTRICT

HELD

Wednesday, September 1, 2021

A special meeting of the Board of Directors of the Roxborough Village Metropolitan District (referred to hereafter as the "Board") was convened on Wednesday, September 1, 2021 at 5:00 p.m. at Roxborough Community Park. The meeting was open to the public.

<u>ATTENDANCE</u>	In Attendance were Directors: Debra Prysby; Vice President Ephram Glass; Treasurer Edward Wagner; Secretary Garry Cook; Assistant Secretary
	Director Brown's absence was noted and excused.
CALL TO ORDER	Also in Attendance were: Anna Jones and Nic Carlson; CliftonLarsonAllen LLP Bill Barr; Metco Landscape, Inc. George Biedenstein; Bailey Tree LLC Todd Wenskoski; Livable Cities Studio Mark Rubic; Resident at 7735 Verandah Court Mat Hart; Resident at 7783 Verandah Court The meeting was called to order at 5:00 p.m. Upon a motion duly made, secondad and upon yets uponimously seried, the
	duly made, seconded and, upon vote, unanimously carried, the Board noted and excused the absence of Director Brown and appointed Director Prysby to run the meeting in the absence of Director Brown.
DECLARATION OF QUORUM/DIRECTOR QUALIFICATIONS/ DISCLOSURE MATTERS	A quorum was declared present. No new conflicts were disclosed.
<u>DISCUSS DISTRICT</u> LANDSCAPING	The Board toured areas of the District and discussed areas of concern that need to be addressed as well as potential projects for the future to enhance the landscaping. The Board also visited and discussed the potential playground location and its proposed features and concerns.
OTHER BUSINESS	None.

ADJOURNMENT

There being no further business to come before the Board, the meeting was adjourned at 7:00 p.m.

Respectfully submitted,

By: _____Calvin Brown, President

Attest:

By: ______Ed Wagner, Secretary

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE ROXBOROUGH VILLAGE METROPOLITAN DISTRICT

HELD

TUESDAY, SEPTEMBER 21, 2021

A special meeting of the Board of Directors of the Roxborough Village Metropolitan District (referred to hereafter as the "Board") was convened on Tuesday, September 21, 2021 at 6:00 p.m. at the Roxborough Library, 8375 N. Rampart Range Road #200, Littleton, Colorado 80125. The meeting was open to the public.

ATTENDANCE

In Attendance were Directors:

Calvin Brown, President Debra Prysby, Vice President Ephram Glass, Treasurer Ed Wagner, Secretary Garry Cook, 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. George Biedenstein; Bailey Tree LLC Todd Wenskoski; Livable Cities Studio Susan Beckman, Denise Hogenes, and Brock Smethills; Sterling Ranch Development Company Travis Jensen; Resident at 7434 Eagle Rock Drive Mark & Marcy Rubic; Residents at 7735 Verandah Court Pam & Jim Burke; Residents at 7236 Red Mesa Court Mat Hart; Resident at 7783 Verandah Court Kristen Scott; Resident

CALL TO ORDER

Director Brown called the meeting to order at 6:04 p.m.

DECLARATION OF QUORUM/DIRECTOR QUALIFICATIONS/ DISCLOSURE MATTERS

APPROVE AGENDA

Ms. Jones reviewed the agenda with the Board. Following discussion, upon a motion duly made by Director Glass, seconded by Director Prysby and, upon vote, unanimously carried, the

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

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Board approved the agenda, as amended to move the Environmental Committee to the end of the agenda.

<u>PUBLIC COMMENT and/or</u> <u>GUESTS</u> Kristen Scott, resident, spoke about the dugout and requested a plaque be dedicated to the two gentlemen for whom it was built as a memorial. Ms. James indicated there is a naming policy for certain memorial items currently in place. Ms. Scott requested the Board to consider allowing a five inch by five inch plaque.

Mark Rubic, resident, addressed the Board and requested the Board reconsider the proposed playground, including location and using funds elsewhere.

Jim Burke, resident, asked regarding status of the Cottonwood tree removal.

CONSENT AGENDAAugust 17, 2021 Special Meeting Minutes:

Cash Position and Property Tax Schedule for August:

<u>Current Claims, Approve Transfer of Funds, Ratify Payment</u> of Autopay Claims and Ratify Approval of Previous Claims:

Ms. Jones reviewed the Consent Agenda with the Board. Following discussion, upon a motion duly made by Director Wagner, seconded by Director Glass and, upon vote, unanimously carried, the Board approved the Consent Agenda, as presented.

FINANCIAL MATTERS Review 2022 Budget Season Schedule: Upon a motion duly made by Director Prysby, seconded by Director Glass and, upon vote, unanimously carried, the Board set the budget hearing for November 16, 2021. Director Glass requested a five-year categorical chart to display historical spending by the District.

Other: None.

DIRECTOR MATTERS Environmental Committee: The Environmental Committee's updates and discussions were tabled. No action was taken.

Greenhouse Process and Next Steps:

Crystal Lake Tree Plan:

<u>Other:</u> Director Glass requested a sign outlining District boundaries be installed on open space. Following discussion,

Director Glass will provide an example of what he has in mind and staff will research its viability.

Directors Glass and Prysby asked about acquiring apparel with the District logo for Board members. They will pursue further.

BAILEY TREE UPDATERecommendations Regarding Cottonwood Trees:Mr.Biedenstein discussed the Cottonwood trees and indicated one
has approximately three to four years of life left and another has
approximately 12 years of life left. The trees are on Haley's Way
on Village Center West. The more mature tree is located on Jared
Way. Following discussion, upon a motion duly made by Director
Prysby, seconded by Director Cook and, upon vote unanimously
carried, the Board determined to remove the Cottonwood tree in
greater decline, replace it with a Linden tree and leave the other
Cottonwood as it is.

Status of Dead Tree Replacements: Following discussion, the Board determined to wait until the spring to plant the new trees.

Approval of Tree Service Proposal: Following discussion, upon a motion duly made by Director Prysby, seconded by Director Glass and, upon vote, unanimously carried, the Board approved the proposal to clear the area near Eagle Rock along the asphalt path, in an amount not to exceed \$10,500.00 for seven days of work.

Director Glass asked about removing and replacing trees at the same time, as previously discussed.

<u>MANAGER MATTERS</u> <u>Sterling Ranch Update:</u> Susan Beckman, Denise Hogenes, and Brock Smethills of Sterling Ranch Development Company provided an overview of the recent Sterling Ranch development to the Board. The Board asked questions regarding traffic movement, timing and potential for a shared effort to connect the Waterton Canyon and Chatfield pedestrian and bike trails.

> At this point in the meeting, following discussion, upon a motion duly made by Director Prysby, seconded by Director Glass and, upon vote, unanimously carried, the Board amended the agenda to only review critical action items.

> <u>New Playground:</u> Mr. Wenskoski reviewed the revised playground plans per the landscape walk and feedback provided by the Board. The main concern expressed by the Board was separation between the park and Rampart Range Road. Director Prysby recommended installing a fence to provide a safety buffer.

RECORD OF PROCEEDINGS

Following discussion, the Board requested Mr. Wenskoski provide a phasing and costing schedule for the Board's review at the October Board meeting.

Proposal from CDR Construction to Replace Edging at Volleyball Court: This item was not discussed.

EcoResources Proposal for Weed and Algae Treatments at North and South Ponds: This item was not discussed.

Mosquito Mitigation: This item was not discussed.

<u>Resident Correspondence:</u> This item was not discussed.

Softball League and Resident/League Interaction: This item was not discussed.

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 taken.

<u>Code of Conduct at District Board Meetings:</u> This item was not discussed.

Amendment to Resolution regarding Colorado Open Records Act Rules and Policy (CORA): This item was not discussed.

Other: None.

ENGINEERING MATTERS Spillway Follow-Up:

Status and Water Levels: Mr. Barnett reported the on the status of the project, noting that the pond has been drained and the concrete box culvert will be poured in the next week or so.

Backflow Preventer: This item was not discussed.

Budgetary Estimate Sections One and Two from Chavez <u>Services LLC:</u> Mr. Barnett reviewed the budgetary estimates regarding a concrete replacement program with the Board. Following discussion, upon a motion duly made by Director Wagner, seconded by Director Glass and, upon vote, unanimously carried, the Board approved adding the concrete

RECORD OF PROCEEDINGS

replacement program proposed to the existing work performed by Chavez Services LLC in an amount not to exceed \$65,000.00

Other: None.

LANDSCAPING MATTERS	Landscaping Walk Action Items and Course of Action: This
	item was not discussed.

Metco Landscape Report: This item was not discussed.

Review and Consider Approval of Proposals:

Mulch Trees, Refresh Playground chips and Install Dog <u>Station:</u> No action taken.

<u>Remove Silt and Debris from Drainage Channel:</u> No action taken.

Other: None.

OTHER BUSINESSQuorum for October 19, 2021 Special Meeting via Zoom:
A quorum was confirmed. The Board requested CLA schedule two
additional landscape walks.

ADJOURNMENT

There being no further business to come before the Board, upon a motion duly made by Director Prysby, seconded by Director Wagner and, upon vote, unanimously carried, the Board adjourned the meeting at 8:02 p.m.

Respectfully submitted,

By: _____

Calvin Brown, President

Attest:

By: ____

Ed Wagner, Secretary

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT Schedule of Cash Position June 30, 2021 Updated as of October 11, 2021

		General Fund	Debt Service Fund	Capital Projects Fund	Total
FirstBank - Checking Account	\$	58,081.73	\$ -	\$ 4,120.00	\$ 62,201.73
Balance as of 06/30/21 Subsequent activities:	Ş	56,061.75	Ş -	\$ 4,120.00	5 02,201.75
07/01/21- ADP Payroll/Taxes		(538.25)	-	-	(538.25)
07/09/21- ADP Payroll/Taxes		(538.25)	-	-	(538.25)
07/13/21- Transfer from Colotrust		78,573.97	-	51,426.03	130,000.00
07/13/21- ADP Payroll/Taxes		(430.60)	-	-	(430.60)
07/16/21- Roxborough Water Payment June		(5,070.39)	-	-	(5,070.39)
07/22/21- IREA Payment		(837.70)	-	-	(837.70)
07/23/21- Bill.com Payment		(672.24)	-	-	(672.24)
07/23/21- ADP Payroll/Taxes		(538.25)	-	-	(538.25)
07/26/21- Bill.com Payment		(77,487.22)	-	(55,546.03)	(133,033.25)
07/29/21- Xcel Energy June		(20.59)	-	-	(20.59)
08/09/21- Transfer from Colotrust		72,636.94	-	27,363.06	100,000.00
08/10/21- Bill.com Payment		(641.74)	-	-	(641.74)
08/11/21- Bill.com Payment		(55,351.97)	-	(27,363.06)	(82,715.03)
08/17/21- Void Payment		5,000.00	-	-	5,000.00
08/17/21- Roxborough Water Payment July		(14,724.96)	-	-	(14,724.96)
08/20/21- ADP Payroll/Taxes		(538.25)	-	-	(538.25)
08/23/21 - IREA Payment		(2,051.91)	-	-	(2,051.91)
08/30/21- ADP Payroll/Taxes		(430.60)	-	-	(430.60)
08/30/21- Xcel Energy July		(20.77)	-	-	(20.77)
09/01/21- Bill.com Payment		(9,050.00)	-	-	(9,050.00)
09/07/21 - IREA Payment		(1,776.93)	-	-	(1,776.93)
09/14/21- Bill.com Payment		(694.50)	-	-	(694.50)
09/14/21- Transfer from Colotrust		120,274.40	-	44,725.60	165,000.00
09/15/21- Bill.com Payment		(84,174.35)	-	(44,725.60)	(128,899.95)
09/15/21- Roxborough Water Payment August		(27,452.15)	-	-	(27,452.15)
09/15/21 - IREA Payment 09/24/21- ADP Payroll/Taxes		(87.05) (538.25)		-	(87.05) (538.25)
09/28/21- Xcel Energy August		(21.17)			(21.17)
10/07/21 - IREA Payment		(991.20)		_	(991.20)
Anticipated Transfer from Colotrust		102,178.45	-	7,821.55	110,000.00
Anticipated ADP Payroll/taxes - October		(538.25)	-	-	(538.25)
Anticipated Payables		(76,586.33)	-	(7,821.55)	(84,407.88)
Anticipated Roxborough Water payment		(17,563.88)	-	-	(17,563.88)
Anticipated Balar	nce	57,377.74			57,377.74
Colotrust - Plus					
Balance as of 06/30/21		853,801.81	997,639.09	1,418,224.25	3,269,665.15
Subsequent activities:					
07/09/21- June PTAX		349,750.85	253,499.19	-	603,250.04
07/13/21- Transfer to Checking		(78,573.97)	-	(51,426.03)	(130,000.00)
07/31/21- Interest Income		30.43	71.01	-	101.44
07/13/21- Transfer to Checking		(72,636.94)	-	(27,363.06)	(100,000.00)
08/10/21- July PTAX		20,154.12	4,972.86	-	25,126.98
08/31/21- Interest Income		24.65	57.52	-	82.17
09/03/21 - Softball Field Fee 09/10/21 - August PTAX		500.00	1 075 10	-	500.00
09/10/21 - August PTAX 09/10/21- CTF Q3		15,716.63	1,825.18	- 9,974.43	17,541.81 9,974.43
09/14/21- Transfer to Checking		(120,274.40)	-	(44,725.60)	(165,000.00)
09/30/21- Interest Income		16.10	37.56		53.66
Anticipated September PTAX		15,624.77	1,633.05	-	17,257.82
Anticipated Transfer to Checking		(102,178.45)	-	(7,821.55)	(110,000.00)
Anticipated Balar	nce	881,955.60	1,259,735.46	1,296,862.44	3,438,553.50
UMB - 1993 A & B Bond Fund Balance as of 06/30/21		-	659,681.16	-	659,681.16
Subsequent activities:					
07/31/21 - Interest Income		-	5.69	-	5.69
08/31/21 - Interest Income		-	5.58	-	5.58
09/30/21 - Interest Income Anticipated Balar	nce	-	5.58 659,698.01		5.58 659,698.01
Anticipated Balance	ces \$	939,333.34	\$ 1,919,433.47	\$ 1,296,862.44	\$ 4,155,629.25
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Yield information (as of 09/30/21): First Bank - 0.0%

Colotrust Plus - 0.0182%

ROXBOROUGH VILLAGE METRO DISTRICT **Property Taxes Reconciliation** 2021

Property Taxes	Delinquent Taxes, Rebates and Abatements	Specific Ownership			Net	% of Total P	monoutry	Tatal	0/ . 675.4.11	2
	· ·	Ownership						Total	% of Total	
Taxes	and Abatamanta			Treasurer's	Amount	Taxes Rec		Cash	Taxes Re	
	and Abatements	Taxes	Interest	Fees	Received	Monthly	Y-T-D	Received	Monthly	Y-T-D
37,888.63	\$ -	\$ 12,904.78	\$ -	\$ (568.33)	\$ 50,225.08	2.22%	2.22%	\$ 51,417.22	2.04%	2.04%
727,901.87	-	11,032.71	-	(10,918.54)	728,016.04	42.56%	44.78%	770,614.81	42.57%	44.61%
72,025.94	-	16,751.34	22.81	(1,080.73)	87,719.36	4.21%	48.99%	70,389.11	3.36%	47.97%
128,063.20	(356.36)	14,234.93	18.49	(1,921.23)	140,039.03	7.47%	56.45%	151,956.43	7.96%	55.93%
128,251.33	-	12,667.58	104.03	(1,925.34)	139,097.60	7.50%	63.95%	136,830.81	7.06%	62.99%
595,167.10	-	16,878.35	134.09	(8,929.50)	603,250.04	34.80%	98.75%	649,033.71	35.59%	98.57%
11,050.10	-	13,976.17	270.52	(169.81)	25,126.98	0.65%	99.40%	32,201.29	0.91%	99.48%
3,974.82	-	13,494.67	133.94	(61.62)	17,541.81	0.23%	99.63%	17,508.76	0.21%	99.69%
3,407.85	-	13,720.34	183.50	(53.87)	17,257.82	0.20%	99.83%	15,757.39	0.06%	99.75%
-	-	-	-	-	-	0.00%	99.83%	14,808.13	0.06%	99.81%
-	-	-	-	-	-	0.00%	99.83%	15,349.36	0.06%	99.87%
-	-	-	-	-	-	0.00%	99.83%	14,012.63	0.00%	99.87%
1,707,730.84	\$ (356.36)	\$ 125,660.87	\$ 867.38	\$ (25,628.97)	\$ 1,808,273.76	99.83%	99.83%	\$ 1,939,879.65	99.87%	99.87%
	727,901.87 72,025.94 128,063.20 128,251.33 595,167.10 11,050.10 3,974.82 3,407.85	727,901.87 - 727,901.87 - 128,063.20 (356.36) 128,251.33 - 595,167.10 - 11,050.10 - 3,974.82 - - - - - - - - - - - - -	727,901.87 - 11,032.71 72,025.94 - 16,751.34 128,063.20 (356.36) 14,234.93 128,251.33 - 12,667.58 595,167.10 - 16,878.35 11,050.10 - 13,976.17 3,974.82 - 13,494.67 - - - - - - - - - - - 13,720.34	727,901.87 - 11,032.71 - 72,025.94 - 16,751.34 22.81 128,063.20 (356.36) 14,234.93 18.49 128,251.33 - 12,667.58 104.03 595,167.10 - 16,878.35 134.09 11,050.10 - 13,976.17 270.52 3,974.82 - 13,494.67 133.94 3,407.85 - 13,720.34 183.50	$\begin{array}{cccccccccccccccccccccccccccccccccccc$	$\begin{array}{cccccccccccccccccccccccccccccccccccc$	$\begin{array}{cccccccccccccccccccccccccccccccccccc$	$\begin{array}{cccccccccccccccccccccccccccccccccccc$	727,901.87-11,032.71-(10,918.54)728,016.0442.56%44.78%770,614.8172,025.94-16,751.3422.81(1,080.73)87,719.364.21%48.99%70,389.11128,063.20(356.36)14,234.9318.49(1,921.23)140,039.037.47%56.45%151,956.43128,251.33-12,667.58104.03(1,925.34)139,097.607.50%63.95%136,830.81595,167.10-16,878.35134.09(8,929.50)603,250.0434.80%98.75%649,033.7111,050.10-13,976.17270.52(169.81)25,126.980.65%99.40%32,201.293,974.82-13,494.67133.94(61.62)17,541.810.23%99.63%17,508.763,407.85-13,720.34183.50(53.87)17,257.820.20%99.83%15,757.390.00%99.83%14,808.130.00%99.83%14,012.63	$\begin{array}{cccccccccccccccccccccccccccccccccccc$

		Taxes Levied	% of Levied	F	Property Taxes Collected	% Collected to Amount Levied	Cha	atfield F
Property Tax	L							
General Fund	\$	971,106	56.78%	\$	969,467.00	99.83%	\$	254,79
Debt Service Fund		739,155	43.22%		737,907.48	99.83%		
	\$	1,710,261	100.00%	\$	1,707,374.48	99.83%	\$	254,79
Specific Ownership Tax								
General Fund	\$	136,821	100.00%	\$	125,660.87	91.84%		
Debt Service Fund		-	0.00%		-	0.00%		
	\$	136,821	100.00%	\$	125,660.87	91.84%		
Treasurer's Fees								
General Fund	\$	14,567	56.78%	\$	14,552.43	99.90%	\$	3,82
Debt Service Fund		11,087	43.22%		11,076.54	99.91%		
	\$	25,654	100.00%	\$	25,628.97	99.90%	\$	3,82

Ch	atfield Farms
\$	254,791.44
\$	254,791.44

Roxborough Village Metro District Claims Listing 09/01/21 - 09/30/21

Vendor	Invoice #	Description	Balance
ACH			
*Intermountain Rural Electric Association	August-21	Utilities	1,072.15
*Intermountain Rural Electric Association	August-21	Utilities	21.71
*Intermountain Rural Electric Association	August-21	Utilities	101.95
*Intermountain Rural Electric Association	August-21	Utilities	32.54
*Intermountain Rural Electric Association	August-21	Utilities	23.35
*Intermountain Rural Electric Association	August-21	Utilities	21.23
*Intermountain Rural Electric Association	August-21	Utilities	504.00
*Intermountain Rural Electric Association	August-21	Utilities	21.00
*Intermountain Rural Electric Association	August-21	Utilities	48.03
*Intermountain Rural Electric Association	August-21	Utilities	18.02
			1,863.98
*Roxborough Water & Sanitation District	August-21	Nonpotable water purchase usage	24,770.65
*Roxborough Water & Sanitation District	August-21	Nonpotable water purchase usage	1,549.60
*Roxborough Water & Sanitation District	August-21	Nonpotable water purchase usage	628.30
*Roxborough Water & Sanitation District	August-21	Nonpotable water purchase usage	388.30
*Roxborough Water & Sanitation District	August-21	Nonpotable water purchase usage	115.30
	108001 22		27,452.15
Xcel Energy	August-21	Utilities Total ACH	21.17 \$ 29,337.30
Check or Epayment			- 20,007.00
General			
*Roxborough Water & Sanitation District	635	Repairs and maintenance	2,238.54
Browns Hill Engineering & Controls, LLC	21655	Landscape irrigation maintenance	277.00
CDR Construction	1155	Repairs and maintenance	383.19
CliftonLarsonAllen, LLP	2969258	Accounting	3,657.27
CliftonLarsonAllen, LLP	2969912	District management	16,620.90
CliftonLarsonAllen, LLP	2997568	District management	12,925.79
CliftonLarsonAllen, LLP	2969912	Communications/website	2,410.00
CliftonLarsonAllen, LLP	2997568	Communications/website	287.50
Folkestad Fazekas Barrick & Patoile, P.C	41135	Legal services	12,804.40
Folkestad Fazekas Barrick & Patoile, P.C	41592	Legal services	7,317.00
Metco Landscape, LLC	569334	Landscape maintenance & repairs	4,050.00
Metco Landscape, LLC	5694016	Landscape irrigation maintenance	2,216.55
Metco Landscape, LLC	5694017	Landscape irrigation maintenance	1,705.38
Metco Landscape, LLC	5694018	Landscape irrigation maintenance	1,593.68
Metco Landscape, LLC	5694019	Landscape irrigation maintenance	3,191.21
Metco Landscape, LLC	5694020	Landscape irrigation maintenance	358.44
Metco Landscape, LLC	5694021	Landscape irrigation maintenance	1,116.46
Metco Landscape, LLC	5694022	Landscape irrigation maintenance	195.70
Metco Landscape, LLC	5694023	Landscape irrigation maintenance	133.90
Metco Landscape, LLC	5694024	Landscape irrigation maintenance	1,621.75
Metco Landscape, LLC	5694041	Landscape irrigation maintenance	1,263.35
Metco Landscape, LLC	5694128	Landscape irrigation maintenance	1,568.30
Metco Landscape, LLC	5694129	Landscape irrigation maintenance	520.00
Metco Landscape, LLC	5694130	Landscape irrigation maintenance	1,163.78
Metco Landscape, LLC	5694228	Landscape irrigation maintenance	324.45
Mulhern MRE Inc.	MMRE62575	Engineering	544.00
Mulhern MRE Inc.	MMRE62580	Engineering	1,360.00
Mulhern MRE Inc.	MMRE62588	Engineering	3,985.25
Mulhern MRE Inc.	MMRE62589	Engineering	748.00
Patriot Pest Control	965441	Mosquito control	1,500.00
United Site Services	114-12308036	Portable restrooms	347.25
United Site Services	114-12308038	Portable restrooms	347.25
Utility Notification Center of Colorado	221081265	Miscellaneous	142.56
WIPFLI LLP	1864286	Auditing	5,000.00 93,918.85
			55,510.05
Capital			
CliftonLarsonAllen, LLP	2969912	District management	16,341.00
CliftonLarsonAllen, LLP	2997568	District management	3,256.00
Evolution Builders	19205	Master plan	12,082.30
Livable Cities Studio, Inc.	1490	Master plan	11,845.80
LRE Water	17476	Water rights enhancements	248.50
Mulhern MRE Inc.	MMRE62579	Engineering	272.00
Mulhern MRE Inc.	MMRE62578	Spillway / embankment	680.00
			44,725.60

TOTAL Checks/Epayment \$ 138,644.45



Roxborough Metro District Arborist Report 10/14/2021

The trees are going dormant are in pretty decent health altogether.

We will be beginning Fall Deep Root Fertilization of all the trees toward the end of this month. This is a liquid treatment containing Slow release Nitrogen, Potassium, and Phosphorus fertilizer, a micronutrient supplement with Iron, Manganese, and other micronutrients, and a beneficial Mychorryzae fungus that increases nutrient and water uptake in the plants.

The clearance along the green belt paths will happen in the winter, probably December or January.

I assume that Metco will do all the winter watering this year as they have been.

I have seen more ash trees with borer and bark beetle damage throughout the association. No confirmed Emerald Ash Borer at this time.

Anna told me that my presence was not required for the next meeting. If you decide you would like me there , please let me know.

George Biedenstein ISA Board Certified Master Arborist #RM 0756B

Email: baileytreetrimming@gmail.com

Herschberg, Natalie

To:Jones, AnnaSubject:RE: [External] Estimates and feasibility of landscape items

From: Ephram Glass <<u>ephramglass@roxboroughmetrodistrict.org</u>>
Sent: Monday, September 13, 2021 10:47 PM
To: Bill Barr <<u>BillB@metcolandscape.com</u>>
Cc: Jones, Anna <<u>Anna.Jones@claconnect.com</u>>; Carlson, Nicholas <<u>Nicholas.Carlson@claconnect.com</u>>; Debra Prysby
<<u>debbieprysby@gmail.com</u>>
Subject: [External] Estimates and feasibility of landscape items

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

Bill,

Per our meeting this afternoon, below are the items I think would be feasible for Metco to accomplish before the end of October (depending on labor availability).

All we need at this point are cost estimates and feasibility in completing each before the end of October. If you can only handle a few due to labor availability, let us know. The exceptions are the last three items (native mows, extra fence line mowing, and trash collection); we only need those estimates for next year's contract. (Note, I've re-written some items to make it more legible). If you have any questions, please let me know.

Main Item	Action Item	Location
Tire Ruts	Install small boulders at the south end of the upper parking lot and maybe bushes and trees	Community Park
Tire Ruts	Remediate tire ruts by leveling with dirt and reseeding with native grasses	Community Park
Skate Park	Repaint shade structure by skatepark	Skate Park
Trees growing into path	Cut back trees along asphalt path, clear suckers, and mow 6-foot beauty band	Path by Eagle Rock Dr
Incursion	Second house from power lines, clean up vegetation dumped in open space along pathway.	Community Park
Dog Stations	Gloria requested we add a doggy station at the bottom of the path that goes under the power lines (just north of Eagle Rock Dr). It seems a lot of people come in that way and end up leaving their dog poop right there. Add Dog Station to the 'Y' path connector. (Near Eagle Rock cul-de-sac).	Community Park
Irrigation	Review sprinklers by the bathrooms. Waters bathroom doors and dirt area.	Community Park
Wood Chips	It was suggested that all the playgrounds could use a new layer of wood chips.	General
Wood Chips	Bill said he could rake the wood chips back for now.	Mule Deer Park
Landscape Maintenance	The path between Brown Bear Ct and Mule Deer PI had a concrete block that had fallen off - it needs to be reglued into place.	Access Path

		19
Irrigation	Bill is going to provide a map with all the drip irrigation locations and show whether the irrigation is functional or not.	General
Native Mows	Estimate savings if large native mows are only mowed once or not at all	Community Park
Beauty Bands		Open Space and Hogback
Trash	Estimate cost to clean out trash from drainages and creek, particularly after heavy rains	General

Thanks, Ephram

Main Item	Action Item	Location	Timeline Feasibility	Responsible Person	Cost Priority Estimate
Tire Ruts	Install small boulders at the south end of the upper parking lot and maybe bushes and trees	Community Park	Medium	Bill or Other	Medium
Fire Ruts	Find better access to field or bathrooms that does not damage turf.	Community Park	Long	Scott	Medium
Fire Ruts	Remediate tire ruts by leveling with dirt and reseeding with native grasses	Community Park	Medium	Bill	Medium
Bollards	Bollards need to be replaced with ones that are easily removed like knock-down bollards	Community Park	Short	Bill or Other	High
Dead trees east of					-
upper parking lot	Remove dead trees and replant later or use tree replacements elsewhere	Community Park	Short	George	Low
Shots fired	A community member informed us that there were shots fired in the Community Park the night of Aug. 19, morning of Aug. 20. Need to see if there is a case file with Douglas County Sheriff.	General	Short	Anna	High
Concrete Path Issues	The 'Y' concrete path way on the North side of the skate park has several panels needing repair or replacement.	Community Park	Short	Scott	High
Skate Park	The skate park has cracked concrete in certain spots and should be fixed as soon as possible.	, Skate Park	Medium	Scott	High
Signs	The rules and regulations signs were missing from the post by the skate park.	Skate Park	Medium	Anna	Medium
	The group saw a lot of graffiti on the skate park shade structure. Bill Barr said he'd come out within a week and paint it with matching color paint. Weekly visual inspection of the skate park for graffiti, trash, or damage. Once a week, check and clean graffiti from the picnic shelter. Metco to clear the concrete pad of the picnic shelter. (Have Metco crew inspect and clean				
Skate Park	shelter each week while preforming their other duties.)	Skate Park	Short	Bill	Medium
Native Mows	Suggestion on leaving the turf under the power lines native. Ephram made the suggestion that we stop mowing the large, unirrigated areas. Debbie noted that it is occasionally helpful to mow areas for easter egg hunts, firework displays, and other events. Most people seemed to be in favor of limiting the mowing to beauty bands with exceptions for special events.	Community Park	Short	Bill	Medium
Informal Paths	Ephram pointed out the dirt path made from the lower concrete paths up to the skate park. He suggested using pavers for the path to prevent further erosion. Debbie suggested we tie that in with proposed paths from the master plan and have a larger plan for installing any new paths.	Skate Park	Long	Bill or Other	Low
Picnic Area	Garry noted the picnic table was missing from the BBQ area on the east side of Preble's Pond. Debbie noted it went missing years ago. Garry suggested we replace it.	Preble's Pond	Medium	Bill or Other	Medium
Shade Shelter	Consider adding a shade shelter at the picnic area by the pond.	Preble's Pond	Long	Scott	Medium
Informal Paths	We should consider an extension of the pathway from picnic pad by Preble's Pond (1 acre pond) towards the tennis courts.	Preble's Pond	Long	Bill or Other	Low
Concrete Path Issues	Between the skate park and the tennis courts, it was pointed out that the sidewalk was heaving. It would be good to correct that to avoid a tripping hazard.	Community Park	Short	Scott	High
Shade Shelter	Possible picnic shelter by the tennis courts.	Tennis Courts	Long	Scott	Low
Parking Lot	Address the surface issues with the tennis court parking lot.	Lower Parking Lot	Long	Scott	Medium
Weeds	Ephram is concerned about the weeds growing between the rocks by the tennis courts.	Community Park	Short	Ray	Low
Weeds	Does Ray do any weed control in the Community Park?	Community Park	Short	Ray	Low
Weeds	Side question – How are we doing on the noxious weeds in the district	General	Short	Ray	Low
	Debbie pointed out the concrete was spalling close to Rampart Range Rd. She thought it was the salt damage, though others				
Concrete Path Issues	thought it was just installed improperly.	Community Park	Medium	Scott	Low
ire Access	Address fire access on the Southwest path.	, Community Park	Long	Scott	Low
	Replace asphalt path behind homes on Eagle rock. There was a long discussion about the poor condition of the asphalt path				
Asphalt Path	paralleling Eagle Rock Dr. The general agreement was to try to get a new quote to replace the path with a 8-ft wide concrete path. Once we see the quote, we can decide on next steps.	Community Park	Long	Scott	Medium
	It was pointed out that the owners of 7290 Eagle Rock Dr had built a horseshoe pitch in the open space behind their house.				
ncursion	General consensus was to ask them to remove it.	Community Park	Short	Katie	Low
Trees	Ephram suggested planting fruit trees in the open space.	Community Park	Medium	Bill	Low
	A member of the public asked that we cut out at least some of the dead branches at the top of some of the cottonwoods along the creek bed. Need to look at the trees in the open space. Which ones need pruning, cut down or new trees planted.				
Trees	Of the ones to be cut down, can they be used for nature play in play grounds?	Community Park	Medium	George	Low

	It was noted that the willows and cottonwoods were growing into the asphalt path. Bill and George said they could work					
Franc growin - into a vi	together to get a bid to get them back and maintain a beauty band to help keep them back. need to clean the willows back off	Community Dark	Madi	Dill and Coor	Madium	
rees growing into path	the path 3 to 6 feet. To create better access and safety. (Metco & Bailey Tree)	Community Park	Medium	Bill and George	Medium	
Frees growing into path	Clear sucker trees out of pathways and shoulders.	Community Park	Medium	Bill and George	Medium	
Trees growing into path	Beauty bands 5 to 6 feet off path shoulders.	Community Park	Short	Bill	Medium	
	Ephram noted the dirt path created by kids going to school that entered the open space from Eagle Rock Dr. Ephram					
	suggested we make it a gravel path with a small bridge over the creek since we're not likely to get kids to stay on the main					
	path. Garry concurred that having an official path would at least keep them from creating new paths. Debbie noted that					
Informal Paths	attempts in the past to use gravel fines failed because they washed away.	Community Park	Long	Bill or Other	Low	
	Ephram pointed out the weeds along the southernmost access from Eagle Rock Dr. Bill Barr said he'd get someone to take	,	0			
Weeds	them out within a week.	Community Park	Short	Bill	Medium	
	Create a plan to clean up trash at outlets from all stormwater drainages. Consider including the trash clean-up in the					
Trash	landscape contract for next year. (Metco)	General	Medium	Bill	Medium	
Dog Stations	Visit the Dog station pick up schedule. (Metco)	Community Park	Short	Bill	Low	
Incursion	Second house from power lines, clean up vegetation dumped in open space along pathway.	Community Park	Short	Bill and Katie	Low	
	Gloria requested we add a doggy station at the bottom of the path that goes under the power lines (just north of Eagle Rock					
	Dr). It seems a lot of people come in that way and end up leaving their dog poop right there. Add Dog Station to the 'Y' path					
Dog Stations	connector. (Near Eagle Rock cul-de-sac).	Community Park	Short	Bill	Low	
DOG Stations	We discussed the orange construction fencing being a hazard and an eyesore. We settled on asking Scott how soon we could			Dill	2010	
	get that south bridge fixed. If it would take a long time, it may be preferable to add a better fence in the meantime. Timeline					
South Bridge	for path work from Eagle Rock to Community Park. (Scott)	Community Park	Long	Scott	Medium	
South bridge			LUIIg	5000	Wealdin	
Mosquitoes	Due to the mosquitoes, it was suggested that we try to eliminate any low spots to avoid puddles where mosquitoes can breed.	Community Park	long	Scott	Medium	
Trash		Community Park	Long Medium	Bill	Medium	
~~~~~~	Review trash cans by the ball field. Possible relocation of low use cans to high use location.		Short	Bill		
Irrigation	Review sprinklers by the bathrooms. Waters bathroom doors and dirt area.	Community Park	SHOL	DIII	Medium	
				<b>T</b> 11	N.4. 11	
New Playground	Look into moving the swings to the east of the sidewalk	Rampart Range Rd Playground	Long	Todd	Medium	
	Use the elevation on the west to form a barrier to slow or prevent kids from heading toward the street. The barrier could be a					
	steep slope (made by digging out the bottom area) with stone seating at the bottom and shrubs or trees at the top which					
New Playground	would help shade the seating area. It was proposed to make this area slightly elliptical.	Rampart Range Rd Playground	Long	Todd	Medium	
New Playground	Shift the play structure to the east to keep it as far from the road and power lines as much as possible.	Rampart Range Rd Playground	long	Todd	Medium	
	It was suggested to modify the swale to have a dry streambed with some wetland landscaping and play areas like log crossings	numpare numpe nu r naybroana	LOUIS	Todd	Medium	
New Playground	or a bridge.	Rampart Range Rd Playground	long	Todd	Medium	
New Hayground	of a bligge.	Rampart Range Ru Flayground	LONG	Todd	Weardin	
New Playground	Look into adding a path in the open corridor between housing developments.	Rampart Range Rd Playground	long	Scott	Medium	
	Eook into adding a padrim dre open contaor between notaing developments.	Rampart Range Ra Flayground	LONG	50011	Wiedidiff	
Paths	Add a walkable path to the connection to the north end of Crystal Lake Ct.	Rampart Range Rd Playground	long	Scott	Medium	
1 4 (1)5	It was suggested to stop mowing the open space paralleling Rampart Range Rd other than the beauty bands. There were	Open Space Along Rampart	LONG	50011	Weardin	
Native Mows	plenty of wildflowers there, but they all got mowed.	Range Rd	Short	Bill	Medium	
	pienty of windhowers there, but they all got mowed.	Open Space Along Rampart	SHOL	DIII	Wealdin	
Concrete Path Issues	The sidewalk has a heaving issue toward the north end of the open space along Rampart Range Rd.	Range Rd	Short	Scott	High	
concrete ratinissues	The sidewark has a neaving issue toward the north end of the open space along Kampart Kange Ku.	Nange Nu	511011	5000	TIIGH	
	At the couth entrance of Villago Circle Fact, there is an irrigation issue with the much water leaking down the sidewally. The					
Irrigation	At the south entrance of Village Circle East, there is an irrigation issue with too much water leaking down the sidewalk. The	Villago Circlo East	long	Dill	Modium	
rrigation	grass along the north side of the road is in poor shape. It was suggested to just convert everything to wildflower beds.	Village Circle East	Long	Bill	Medium	
Stump Grinding	Stump grind the one stump that was missed.	Marmot Ridge Park	Short	George	Low	
T	Instead of replacing the dead elms, plant new trees, like chokecherries, on the south side of the playground area to provide	Manual Diday D. J	N A I:	C	1	
Trees	shade.	Marmot Ridge Park	Medium	George	Low	
Playgrounds	There was tape residue on the play structure and the paint was faded and peeling.	Marmot Ridge Park	Medium	Bill or Other	Low	

Playgrounds	Most of the issues identified in 2018 had not been corrected.	Marmot Ridge Park	Long	Jay	High	
Signs	The sign had been painted over. It was recommended to ask Katie if we needed signs in the parks.	Airplane Ridge Park	Medium	Anna	Medium	
Playgrounds	Most of the issues identified in 2018 had not been corrected.	Airplane Ridge Park	Long	Jay	High	
Playgrounds	There was a missing bolt on the top of the slide entrance piece.	Airplane Ridge Park	Short	Jay	High	
Playgrounds	The bench and play structure had hard and cracked rubber coatings. Both will likely need to be replaced.	Mule Deer Park	Long	Jay	High	
Playgrounds	The play structure had the same issues identified in 2018.	Mule Deer Park	Long	Jay	High	
Playgrounds	It was recommended that we have a new play structure geared to kids of more ages.	Mule Deer Park	Long	Jay	Medium	
	Due to the wind blowing the wood chips, it was suggested that we move the play structure away from the fence and add trees			· · ·		
Playgrounds	as a windbreak.	Mule Deer Park	Short	Bill	Low	
Wood Chips	Bill said he could rake the wood chips back for now.	Mule Deer Park	Short	Bill	Medium	
Playgrounds	For future enhancement, we could add some nature play elements in the lower area of the park.	Mule Deer Park	Long	Jay	Low	
Shade Shelter	A shade structure would be a nice addition.	Mule Deer Park	Long	Scott	Medium	
Signs	The signs were missing from the signpost.	Mule Deer Park	Medium	Anna	Medium	
Landscape						
Maintenance	The path between Brown Bear Ct and Mule Deer Pl had a concrete block that had fallen off - it needs to be reglued into place.	Access Path	Short	Bill	Medium	
Paths	In looking at the passage between Brown Bear Way and Mule Deer Place, the possibility of a path seemed difficult due to the slope. It was suggested we ask Katie of any ramifications of adding a sloping path or stairs due to the likelihood of misuse.	Access Path	Long	Scott and Katie	Low	
Trees	There is a hackberry tree in the passage between Brown Bear Way and Mule Deer Place which is growing into a neighboring house and on top of their air conditioning unit. While the homeowners could trim it, George was going to look into trimming it for them since the tree is on district property.	Access Path	Short	George	Medium	
Trees	There were a few pine trees along the west side of Rampart Range Rd that were not doing well. Due to expense, it's cheaper to replace them with salt tolerant species if they die.	Rampart Range Rd	Short	George	Low	
Drainage	The drainage ditch on the west side of Rampart Range Rd had sitting water. It's apparent that we need to do some dredging to get that to drain properly. We need Scott to determine which way the water was intended to flow and where we need to do dredging.	Rampart Range Rd	Long	Scott	Medium	
N 4 - dia -	The north end of the north median on Rampart Range Rd already has people illegally turning left, as predicted, and are			C++	N de alicense	
Median	clipping the curb. It was recommended to use the stamped concrete on the nose of the median just as the south end has.	Rampart Range Rd	Long	Scott	Medium Medium	
Median Median	It was recommended to use the stamped concrete on the edges of the north median just as the south median has. At some point, we need to landscape the north median with salt tolerant species.	Rampart Range Rd Rampart Range Rd	Long	Scott Bill	Medium	
	Bill is going to provide a map with all the drip irrigation locations and show whether the irrigation is functional or not.	General	Long	Bill	Medium	
Irrigation	We need to ask Scott about what as-builts he has and what the status is on collecting those as new stuff is put in.	General	Long Short	Bill and Scott	Medium	
Irrigation	It was recommended we get an intern to identify where all our irrigation facilities are.	General	Medium	Anna	Low	~~~~~
Irrigation Wood Chips	It was suggested that all the playgrounds could use a new layer of wood chips.	General	Medium	Bill	Medium	~~~~~
wood criips			Ivieuluiti	DIII	Medium	
Playgrounds	It would be good to look into adding some exercise stations - particularly around the loop under the power lines by Rampart	Open Space Along Rampart	long	lav	low	
Playgrounds Scheduling	Range Rd. We need at least two more landscape walkthroughs to cover the rest of the district.	Range Rd General	Long Short	Jay Anna	Low High	
		General	311011	AIIIId	nigii	
Landscape Maintenance	The shade structure at the Chatfield Farms playground has the paint peeling off the roof. Jay had mentioned it wasn't done properly last time.	Chatfield Farms Playground	Medium	Jay	Medium	
Landscape Maintenance	The planter at the Chatfield Farms playground needs a new veneer of stone. The old stuff was applied using glue which did not work. Jay said if they used standard mortar and stone, it would not have any issues.	Chatfield Farms Playground	Long	Jay	Medium	



9/13/2021

Proposal By: Bill Barr

Proposal Date
Submitted To:
Anna Jones

Metco Landscape Inc.

# **Extra Work Proposal**

Job Location

Roxborough Village Metropolitan District

Rampart Range Road & Village CircleWest

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

Clifton Allen Larson 8390 E. Cresent Parkway suite 500

Greenwood Village, Colo. 80111

	Extra work proposed as follows for: ROXBOROUGH	Qty	Rate	Total
1	Mulch all Trees with 25 yrds brown ceder mulch throughout the District. Edge in base of tree for a clean circle	25yds		\$7,250.00
2	Refresh Playground Chips Crystal Park, Mule Deer, Airplane Park, Marmot Ridge, and Imperial Park	20yds		\$6,200.00
3	Install Dog Station Just north of Eaglerock Cul-de-sac at path under power lines	1		\$1,925.00
****				
*This work		_		
Acceptance	of proposal - I have read the terms stated herein, and I hereby accept them.			
Client's Sig	nature		Total	\$15,375.00
reet, Aurora,	CO, 80011 Tel: (303) 421-3100 Date			

			Total: \$15,375.00
CONDITIO CONDITIO	This proposal is valid for 60 days. After	60 days, pricing may need to be revised	
	Extra Work Proposal T SPECIFICATIONS & LIMITATIONS	9/13/2021	
All material			_
is guaranteed			
to be as specified in			
Unit Prices – The Base			
Alternates / Time &			
Scheduling – Landscape			
enhancemen t contracts			
Watering and Maintenance			
Seeding –			
Re-seeding or re-			
sodding of			
Our guarantee is			
All claims for			
Plant Material Guarantee – Metco Landscaping guarantees			
We will not guarantee plants damaged or			
TERMS			
Invoices will be sent after the contract work is completed,			
CANCELL			
I his contract may be cancelled by either party with a 30-			
DISPUTES			
All disputes			
PHOTOG			

2	5
-	~

Extra Work i Toposai	Extra	Work	Proposal	
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Proposal By:		
Metco Account Manager	Bill	
Metco Landscape Inc.		
Proposal Date 7/13/2021		
Submitted To:		
Manager Name:	Anna Jones	
Email Address:		
Phone Number:		
Send Invoice:		

METCO

Job Location				
Roxborough Village Metro District				
6222 Roxborough Park Road Littleton, Co				
Accounting Information				
Job #	19-10-305			
AR Cust	ROXBDIST			

	Extra work proposed as follows:	Qty	Rate	Total
1	EXCAVATE AND REMOVE SILT AND DEBRIS FROM DRAINAGE CHANNEL ADJACENT TO RAMPART RD. NORTH END OF MEDIAN WEST SIDE OF STREET ADJACENT TO NEIBORHOOD HAUL OFF ALL DEBRIS AND SILT THIS WILL INCLUDE ALL LABOR AND MOBILIZING MINI EXCAVATOR	DNE	\$10,000.00	\$10,000.00
-				
			-	
			1	
*This wo	rk does not include any modifications or repairs to the irrigation system. Any repairs w \$65.00/Hour plus materials if no contract is held between Metco Landscape, Inc. an	ill be billed a d the manag	t contractual T ement compar	&M rates, or
Acceptance	e of proposal - I have read the terms stated herein, and I hereby accept them.			
Client's Si	gnature Date		Total	\$10,000.00
	Metco Landscaping2200 Rifle Street, Aurora, CO, 80011Tel: (3This proposal is valid for 60 days. After 60 days, pricing may need to be revised	303) 421-310	0	

**Extra Work Proposal** 

## 7/13/2021

## CONDITIONS OF CONTRACT

THESE CONDITIONS ARE A PART OF YOUR CONTRACT.

#### CONTRACT SPECIFICATIONS & LIMITATIONS

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

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

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

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

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

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

#### GUARANTEES

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

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

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

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

#### TERMS OF PAYMENT/SUSPENSION OF WORK

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

#### CANCELLATION

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

#### DISPUTES

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

#### PHOTOGRAPHY

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

#### SIGNAGE

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

#### UTILITIES/UNKNOWN OBSTRUCTIONS

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

It is the Owner's responsibility to conspicuously mark and advise Metco Landscape, Inc. of the location of any other underground utilities including: drainage pipes, plumbing, irrigation, propane lines, electric dog fence, cable TV, lighting, etc. Any delays in crew time and/or costs involved in repairing unmarked systems are the responsibility of the Owner. The cost of removing or circumventing concealed and/or undisclosed obstructions which prevent installation of the site improvements according to plan shall be charged as an extra to this contract. Examples of such obstructions include ledge rock, very large boulders, buried foundations, buried stumps, septic tanks, driveways/pavement, uncharted utilities, unsuitable soil, etc.

#### **OWNER'S RESPONSIBILITIES**

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

#### Total: \$10,000.00







# **Extra Work Proposal**

°ro∣	posal	By:	

Bill Barr Metco Landscape Inc.

Proposal Date

Submitted To:

Anna Jones

Clifton Larson Allen For Roxborough Village Metro District 10/13/2021

## Job Location Roxborough Village Metropolitan District

Rampart Range Road & Village CircleWest

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

	Extra work proposed as follows:	Qty	Rate	Total
	Install Christmas Lighting on the trees at the Rampart Range Rd Traffic Light at The junction of East and West Village Circle. This pricing includes Labor for installation and removel of lights and Storage of lighting in the off season.			
		1	\$8,850.00	\$8,850.00
*This wor	k does not include any modifications or repairs to the irrigation system. Any repairs wi \$65.00/Hour plus materials if no contract is held between Metco Landscape, Inc. and			
Accentance	of proposal - I have read the terms stated herein, and I hereby accept them.			
			Total	\$9 0E0 00
Client's Signature Date			Total	\$8,850.00
	Metco Landscaping2200 Rifle Street, Aurora, CO, 80011Tel: (3This proposal is valid for 60 days. After 60 days, pricing may need to be revised	803) 421-310	0	

Extra Work Proposal

#### 10/13/2021

Total: \$8,850.00

#### CONDITIONS OF CONTRACT

THESE CONDITIONS ARE A PART OF YOUR CONTRACT.

#### CONTRACT SPECIFICATIONS & LIMITATIONS

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

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

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#### **GUARANTEES**

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

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

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#### TERMS OF PAYMENT/SUSPENSION OF WORK

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

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

#### **OWNER'S RESPONSIBILITIES**

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



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

Client Name / Address	Date: 09/15/2021	Budgetary Estimate No.	E20	21301	
Roxborough Village Metro District		Project Location:			
Attn: Scott Barnett P.E.		Roxborough Park - Section 1			
8390 E. Crescent Parkway, Suite 500		N Rampart Range Rd and Village Circle E			
Greenwood Village, CO 80111		Littleton, CO 80125			
Task Description	Qty	Rate		Amount	
1. Concrete Saw Cutting	LS		\$	650.00	
2. Concrete Path Demolition - concrete removal, hauling, and disposal fees.	526 sq. ft	\$ 2.10	\$	1,104.60	
3. Asphalt Path Demolition - asphalt removal, hauling, and disposal fees.	4264 sq. ft	\$ 2.10	\$	8,954.40	
<b>4</b> . <i>Earthwork</i> <b>1</b> - <i>excavate</i> 2" of existing soil, hauling, and disposal.	4790 sq. ft	\$ 1.38	\$	6,610.20	
5. Earthwork 2 - Soil grading and compaction.	4790 sq. ft	\$ 1.27	\$	6,083.30	
6. Place New Concrete Path - Place 6" thick path, 4500 psi minimum strength,					
reinforced with fibermesh. Broomed finish.	4264 sq. ft	\$ 8.25	\$	35,178.00	
7. Traffic Control		LS	\$	2,200.00	
8. Mobilization & General Conditions		LS	\$	4,125.00	
	Tota	l Project Estimate	\$	64,905.50	
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 install	ed.				
3. Bond is not included in this estimate.					
4. New base material is not included. CDOT Class 6 base material can be delivered, placed	d, and compacted at a ra	te of \$55 per ton.			
5. Over excavation can be provided at a rate of \$60/CY, includes removal off site.					

## Roxborough Village Metropolitan District 8390 E. Crescent Pkwy., Suite 500 Greenwood Village, CO 80111-2814 303-779-4525 303-773-2050 (fax)

<u>2021</u>

## <u>Application and Revocable Park Use Permit for Sport Fields for Adult</u> <u>Sport Team Practices, and</u> Sport Fields Release Waiver and Indemnification

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

Only teams comprised of players not less than half of which are residents of Roxborough Village Metropolitan District ("District") may reserve sport fields. At least one team coach must be a resident of the District, who is not less than 21 years of age. A resident coach must be present at all reserved times.

Number of Resident Pla         Number of Non-Reside	-
Name of Organization:	
Address of Organization:	
Name of Park: Community Park	Chatfield Farms
Dates of Use: Fromto	
Days of Use: Sun. Mon. Tues. Wed. Thurs. Fri. Sat.	(circle all that apply)
Times of Use: a.m./p.m. to a.m./p.m.	
Resident Coach's Name:	
Address:	
Phone: Office Home	
E-mail Address:	
Additional Coach's Name:	
Address:	
Phone: Office Home	
E-mail Address:	

Female

Sport: _____

## **POLICY**

Teams may reserve practice times from 4:00 p.m. until 8:30 p.m. on Monday through Friday and 9:00 a.m. until 6:00 p.m. on Saturday and Sunday. There is a \$50.00 per day fee for field use on weekdays and \$100 per day for weekend use. A refundable damage deposit will be collected and held in the amount of \$300.00. Once the fee and refundable damage deposit are made, the eligible team will receive the key to the sport's box.

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

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

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

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

## **PERMIT CONDITIONS**

- i. Motorized vehicles are prohibited (this includes vehicles for purposes of unloading or loading equipment) unless a prior written approval of the District is granted (for such purposes as dragging the infield with ATV).
- ii. No commercial concessions may be operated, nor charge or donation requested of the public on the premises.
- iii. Upon completion of each practice, the area shall be restored to a litter free condition. The applicant agrees to be responsible for costs incurred by the District for repairs or cleanup by the District necessitated by the team's use.
- iv. Tents, booths, stands, awnings, canopies, or other structures are prohibited without the prior written approval of the District.
- v. Destruction, damage, or removal of any vegetation or defacement of District property is prohibited. The applicant agrees to be responsible for all such damage.
- vi. Disorderly conduct and / or abusive language are prohibited and shall be cause for revocation of the Practice Permit.
- vii. Any machine or device for the purpose of amplification of human voice, music or any other sound is prohibited without the prior written approval of the District.
- viii. No alcoholic beverages are permitted. Consumption of alcoholic beverages on the premises shall be cause for revocation of Practice Permit.
- ix. A copy of Practice Permit must be in the possession of the resident coach and shown to District personnel upon request.
- x. District parks and facilities are patrolled by local law enforcement agencies. Use of the facilities is subject to all applicable state and local laws and regulations.
- xi. This Practice Permit is non-assignable.

VIOLATION OF ANY OF THE PRACTICE PERMIT CONDITIONS MAY RESULT IN IMMEDIATE REVOCATION OF THE PRACTICE PERMIT AND PERMIT HOLDER SHALL NOT BE ENTITLED TO A REFUND. I have read, understand, fully agree with and accept all responsibility for the terms and conditions of this Practice Permit.

Signature of Applicant	
Date	(Name of Organization)

Roxborough Village Mo <u>Revocable Park Use Perm</u> Adult Sport Tea	it for Sport Fields for
(to be completed by Distr	
Name of Organization:	
Address of Organization:	
Name of Park / Location:	
Days and dates of Use: S M T W TH F S From	n to
Days of Use: Sun. Mon. Tues. Wed. Thurs. Fr.	i. Sat. (circle all that apply)
Times of Use: From to	
Approved Disapproved	Date
Fee: (\$50 weekday/ \$100 weekend - \$300 re	fundable damage deposit)
Cash Check # Other _	Total \$
Special Conditions:	
Signature	
Title	
Date	

# SPORT FIELDS RELEASE WAIVER AND INDEMNIFICATION (INDIVIDUAL)

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

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

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

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

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

Signature	Name
Signature	Name

# 3 Page 7 of 10

Signature	Name	
Signature	Name	

Signature	Name
Signature	Name

# SPORT FIELDS RELEASE WAIVER AND INDEMNIFICATION (COACH)

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

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

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

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

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

UNDERSIGNED

	(signature)
	(printed name of signer)
Title:	-
Date:	_
Address:	

# SPORT FIELDS RELEASE WAIVER AND INDEMNIFICATION (ORGANIZATION)

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

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

# UNDERSIGNED

	(Name of Organization)
Ву:	(signature)
	(printed name of signer)
Title:	
Date:	
Address:	

Roxborough Village Metropolitan District 8390 E. Crescent Pkwy., Suite 500 Greenwood Village, CO 80111-2814 303-779-4525 303-773-2050 (fax)

2021 Application and Revocable Park Use Permit for Sport Fields for Youth Sport Team Practices, and Sport Fields Release Waiver and Indemnification

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

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

Number of Resident PlayersNumber of Non-Resident Players

Phone: Office		Home _	Home		
E-mail Address:					
Age Group:	□ Male	Female	Sport:		

# POLICY

Teams may reserve practice times from 3:30 p.m. until dusk Monday through Saturday. No practices are permitted on Sunday. There is a \$50.00 per player fee for District residents (including students that attend schools located within the District) There is a \$100.00 per day fee for field use for weekend use. A refundable damage deposit will be collected and held in the amount of \$300.00 and \$5.00 per player (resident), \$10.00 per player (non-resident). Once the fee and refundable damage deposit are made, the eligible team will receive the key to the sport's box.

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

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

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

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

## PERMIT CONDITIONS

- i. Motorized vehicles are prohibited (this includes vehicles for purposes of unloading or loading equipment) unless a prior written approval of the District is granted (for such purposes as dragging the infield with ATV).
- ii. No commercial concessions may be operated, nor charge or donation requested of the public on the premises.
- iii. Upon completion of each practice, the area shall be restored to a litter free condition. The applicant agrees to be responsible for costs incurred by the District for repairs or cleanup by the District necessitated by the team's use.
- iv. Tents, booths, stands, awnings, canopies, or other structures are prohibited without the prior written approval of the District.
- v. Destruction, damage, or removal of any vegetation or defacement of District property is prohibited. The applicant agrees to be responsible for all such damage.
- vi. Disorderly conduct and / or abusive language are prohibited and shall be cause for revocation of the Practice Permit.
- vii. Any machine or device for the purpose of amplification of human voice, music or any other sound is prohibited without the prior written approval of the District.
- viii. No alcoholic beverages are permitted. Consumption of alcoholic beverages on the premises shall be cause for revocation of Practice Permit.
- ix. A copy of Practice Permit must be in the possession of the resident coach and shown to District personnel upon request.
- x. District parks and facilities are patrolled by local law enforcement agencies. Use of the facilities is subject to all applicable state and local laws and regulations.
- xi. This Practice Permit is non-assignable.

VIOLATION OF ANY OF THE PRACTICE PERMIT CONDITIONS MAY RESULT IN IMMEDIATE REVOCATION OF THE PRACTICE PERMIT AND PERMIT HOLDER SHALL NOT BE ENTITLED TO A REFUND. I have read, understand, fully agree with and accept all responsibility for the terms and conditions of this Practice Permit.

Signature of
Applicant ______ (Name of Organization)
Date_____

_____

Revocable Par Yout	<u> th Use Permi</u> th Sport Tear	tropolitan District <u>t for Sport Fields for n Practices</u> ct office personnel	
Name of Organization:			
Address of Organization:			
Name of Park / Location:			
Dates of Use: From			
Days of Use: Sun. Mon. Tues. Wec	l. Thurs.	Fri. Sat.	(circle all that apply)
Times of Use: From	to		
□ Approved Disapproved		Date	
Fee: (\$5.00 / player for residents &	& \$10.00 / pl	ayer for non-reside	ents)
Cash Check #	□ Other	Total S	<u> </u>
Special Conditions:			
	Signature		
	Title		
	Date		

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

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

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

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

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

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

Parent's/Legal Guardian's Signature

Date

(printed name of signer)

Name of Minor: _____

# SPORT FIELDS RELEASE WAIVER AND INDEMNIFICATION (COACH)

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

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

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

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

UNDERSIGNED

	 (signature)
	 (printed name of signer)
Title:	-
Date:	_
Address:	

# SPORT FIELDS RELEASE WAIVER AND INDEMNIFICATION (ORGANIZATION)

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

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

UNDERSIGNED

	(Name of Organization)
By:	(signature)
	(printed name of signer)
Title:	
Date:	
Address:	



PUC T-4269

970-673-0822

## **TOWING AGREEMENT**

THIS AGREEMENT is made and entered into by and between Towing Operations, LLC dba Wyatts Towing ("Wyatts"), and ______, who is the Owner/Management/Agent ("Owner") of ______ ("Property").

Now therefore, upon consideration, the receipt of which is hereby acknowledged, the parties agree as follows;

**Towing Service:** Wyatts will promptly remove vehicles from the Property in accordance with the terms of this Agreement, and at the request of Owner. The terms of the ticketing and towing will be governed by the Parking Rules Addendum. Owner agrees to notify Wyatts in writing of any changes to parking or towing policies. Wyatts will report all towed vehicles to the proper authorities upon removal, and will impound such vehicles at one of the following locations:

- 3725 Canal Drive, Ft. Collins, CO 80524
- 5130 Brighton Boulevard, Denver, CO 80216
- 13202 E Adam Aircraft Circle, Englewood, CO 80112
- other such facilities leased or owned by Wyatts

<u>Authorization:</u> Owner authorizes Wyatts, and specified Wyatts employees to post signs and tow and impound vehicles described above by the Owner's request. The list of Authorized Signers is found in the Authorized Signers Addendum. Owner acknowledges that this Authorized Signers Addendum will be updated from time to time to contain the current list of Wyatts employees who are authorized to sign the tow authorization. Owner hereby authorizes the employees on the Authorized Signers Addendum (as amended from time to time) to authorize the towing vehicles from the Property.

**Indemnity:** Wyatts will assume responsibility for any damage or injuries which result from Wyatts' negligence and occur during the towing of any motor vehicle under this agreement. Wyatts agrees to indemnify and hold harmless the Owner for said damages.

**Signage:** Wyatts will provide signs free of charge for the entrances of the Property and additional signs as requested by the Property. Custom signage may be at the Property's expense.

**Termination:** This Agreement shall be in force for a period of one year from the date of the Agreement. The Agreement shall renew automatically each year for an additional year unless cancelled. Notwithstanding the term of the Agreement, this Agreement may be terminated by either party upon thirty days written notice.

<u>**Tow Charges</u>**: The maximum rates for a nonconsensual tow from private property, and the maximum drop charge if the vehicle is retrieved before removal from the private Property, are set by rule of the Public Utilities Commission. The Owner will not be responsible for paying any fees for nonconsensual tows, instead, such fees will be paid by the Owner of the vehicle.</u>

**Entire Agreement**: This agreement, including the Addendums referenced herein, constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to this subject matter.

Signature	Date	Signature	Date
	for Wyatts Towing	fo	
Name		Name	Company/Organization
Title		Title	
Account Manager:			
Name			
Email			
			Fax:
Phone: 303-945-2000			
Phone: 505-945-2000		Address:	
Mailing Address: 13202 E Adam Aircraft Circle Englewood, CO 80112		Email address you w	line portal, please list each yould like to register. You natic email notification n information:
		Email:	

**Owner:** 

Wyatts Towing:



# **Property Information Addendum**

Property Name:					
Address:		City:		State: C	<u>O_Zip</u>
Onsite Contact: Phone	_		Title		
Phone	Alt Phone	e	Fax		
	<b>a</b>				
Manager or Management					
Contact Person(s):		<b>C</b> :4		Ctatas	7
Address: Phone:	A 14 Dh arra	City:	Ear	_State:	Zip
Phone:	Alt Phone	9	Fax		
Persons Authorized to R	oquest Tows on bob	alf of Owner:			
By default, all employees/			red to call in tows	If you w	ant only specified
people to have this authori					and only specified
people to have this addioin	ty, prouse encer this	box and list the			
NAME	PHONE		TITLE/POSI	TION	
If you have "Parking Rule	s and Regulations" p	lease provide us	with a copy		
Do your tenants have assig	gned spaces?	If yes h	low are they label	ed?	
A / / 11 1/ 11		• . • • •	1 0	TC	1
Are tenants allowed to call					
tenant required to show dr	iver prior to signing a	authorization		(Langa	driver's license, etc.)
				(Lease,	unver sincense, etc.)
Do you use parking permit	to? If ves	nlease give a ta	a description and	procedure	for obtaining a
permit or other relevant in		1 0	•	procedure	for obtaining a
permit of other relevant m					
Special Instructions:					
-r-ministration					
Date	C	Completed by			



# **Parking Rules Addendum**

Property Name: _____

PARKING VIOLATION	TICKET	IMMEDIATE TOW	N/A			
Fire Lane	IICKEI		11/A			
Expired Tags						
No Plates						
Handicapped w/o permit						
No Parking Permit						
Not Allowed on Property						
Inoperable						
Flat Tire						
Abandoned						
No Tags on License						
Parked on Grass or Landscaping						
No Parking Area						
Double Parked						
RV's/ Trailers						
Construction Vehicle						
Construction Trailer						
Commercial Vehicle						
Commercial Trailer						
Not In A Designated Parking Space						
How often must a vehicle be moved? Ticket Expiration Time 24 48 other Vehicles will be towed without further notice if violation persists after ticket expiration						
Patrol Times Requested: 24/7	_After Hours Onl	y Other				

# **Special Instructions**

Date

## **Environmental Committee Update**

## **Action Items:**

- 1) Ephram would like to ask for volunteers to identify a couple possible trails on the hogback so we can ultimately get better access for residents, increase presence to keep an eye on kids lighting fires and littering, and to provide better access in the event of a fire. (Trail approval would come at a later date. This approval is only to identify possible trail routes.)
- Ephram would like to ask the PTIC if they would like to volunteer or partner with the district on anything. Possible opportunities could be improved communications, more volunteers for planting or trash clean-up, and help completing master plan items.
- 3) Ephram would like to ask the Chatfield Farms CSA if they would like to partner with the District on anything.
- 4) Should we have a separate committee to talk through various items outside of regular meetings and make recommendations that would be put to a vote at the regular Board meetings? This could include minor issues but should include the backlog of maintenance work needed around the District. This way we can prioritize and price out items outside of regular monthly meetings.
- 5) How would the Board like to proceed regarding all the wildfire mitigation recommendations (fence line mows, starting a chipping program, engaging with outside groups, etc.)?

## Greenhouse:

Currently, Ephram is working through the permitting process. Thus far, it looks like we'll only need a permit for an auxiliary structure and the permitting will be very straightforward. We've marked out where the greenhouse will go and the permit application will be sent out shortly to Douglas County.

## **Crystal Lake Water Level:**

We're still waiting for data from Scott.

## **Smooth Brome Reduction:**

The field south of Tadpole Pond was marked with nine locations for herbicide treatments and eventual planting. Both herbicide treatments were completed. We won't need a second mowing this fall since there hasn't been much regrowth of the smooth brome that wasn't treated. Seeding will likely begin in November. We have already developed several species lists for group seeding (and run these by Ray). Each group of seeds are designed to be complementary and specific to certain microclimates (example: wet meadow species will be planted together).

### Seed Collection:

Seed collection is still ongoing. Thus far, we have collected some seeds from over 100 species.

### **Bat Box:**

Jay set the bat box foundation on September 1st. We're hoping to get the bat boxes mounted in November when Jay is available.

## **Crystal Lake Trees:**

As discussed during the September meeting, Bailey said planting trees in the spring is preferable to the fall. So, we'll delay planting the trees next to Crystal Lake until the spring. We have marked the tree locations with pink flags and notified Arrowhead Shores' HOA manager so residents can see where they will be planted.

## **Fire Mitigation:**

After conversations with the Roxborough Fire Committee, West Metro Fire, and a USDA wildlife biologist, we have the following recommendations for Roxborough in regard to balancing wildlife and fire mitigation:

1) For wildfires, the two things that can threaten homes most are rabbitbrush and wood fencing since these can burn hot, for a long period, and with tall flames. Since grasses burn quickly, it's best to have fence lines mowed to prevent ignition of wood fences (since the wood takes longer to ignite). If thick rabbitbrush stands are near homes, these should be broken up by taking out some of the rabbitbrush and mowing between stands to create firebreaks.

2) With regard to grasses, whether we mow or not will have minimal effect to mitigate wildfires. Nonnative grasses with higher biomass are worse than native plants from both a wildfire perspective and biodiversity perspective. Replacing our smooth brome will mitigate wildfires to some extent and greatly increase biodiversity.

3) With regard to dead wood, as long as the dead wood is not immediately adjacent to homes, it's not a particularly high fire risk due to ample access along the paths. In fact, more snags would help wildlife since many species rely on them. Dead wood would only be a concern if it was shading out the ground to the point that it blocks forb and grass growth. Dave McNitt, the wildlife biologist, noted that he didn't see any concern in our open space. Of note, the large logs are of minimal fire risk since they take a long time to burn. We could possibly move some of the dead wood for use in nature-play areas.

4) To maximize wildlife habitat and biodiversity, we should aim to have height diversity of plants and plant species diversity. For example, this means we should have trees, shrubs, and forbs of varying heights. Dave noted we have pretty good height diversity, but we are lacking some of the species diversity since we only have a handful of species growing around Little Willow Creek.

5) There are multiple locations where we could install more bird houses and bat boxes that could help with bug control and generally improve wildlife opportunities.

6) For the hogback, maintaining the grass gap between the houses and gambel oak will help with wildfire mitigation. There is only one spot that is of concern at the north end of Red Mesa Ct.

7) When putting in a path on the hogback, we should try to keep some larger areas with cover for animals to hide, especially while giving birth. Hikers and loud music (someone was doing this when we were there) will disturb animals, so they need places to hide. Paths could also help serve as fire breaks.

8) As a possible option, we did discuss the use of grazing animals to reduce or eliminate the smooth brome. If there are any ranchers/farmers who would be interested in that, the animals may be a nice attraction while serving the dual purpose of habitat restoration.

We recommend adopting official Wildfire Mitigation and Wildlife Habitat guidelines for the metro district for continued use going forward.

## **Community Wildfire Protection Plan Meeting Take-aways:**

Our area is categorized as a moderate risk for wildfires compared to Roxborough Park and Ravenna (who are in the highest risk category). We currently have good access for firefighters to get in and for residents to evacuate. Our main risks fall into two categories: home buffer zones and home construction. Since our district has homes closely spaced together, there's often not enough room to create a defensible space. Often homeowners plant trees and bushes immediately adjacent to homes. If a wildfire did occur, this increases the chances of homes burning. For home construction, we have wooden homes with wooden exteriors and asphalt roofs. These are designed with some fire resistant coatings, but they will burn at a high enough temperature. The primary risk to our area actually comes from embers blowing ahead of the fire that can land anywhere in the community.

The metro district has minimal or no control over much of the fire risks identified. It's impossible to get a defensible space cleared around homes due to home density, however we can ensure the perimeter of all the developments has a defensible space by mowing and clearing dead brush and trees along fence lines. We can also act as an information hub for HOAs and act as a representative in wider wildfire control efforts.

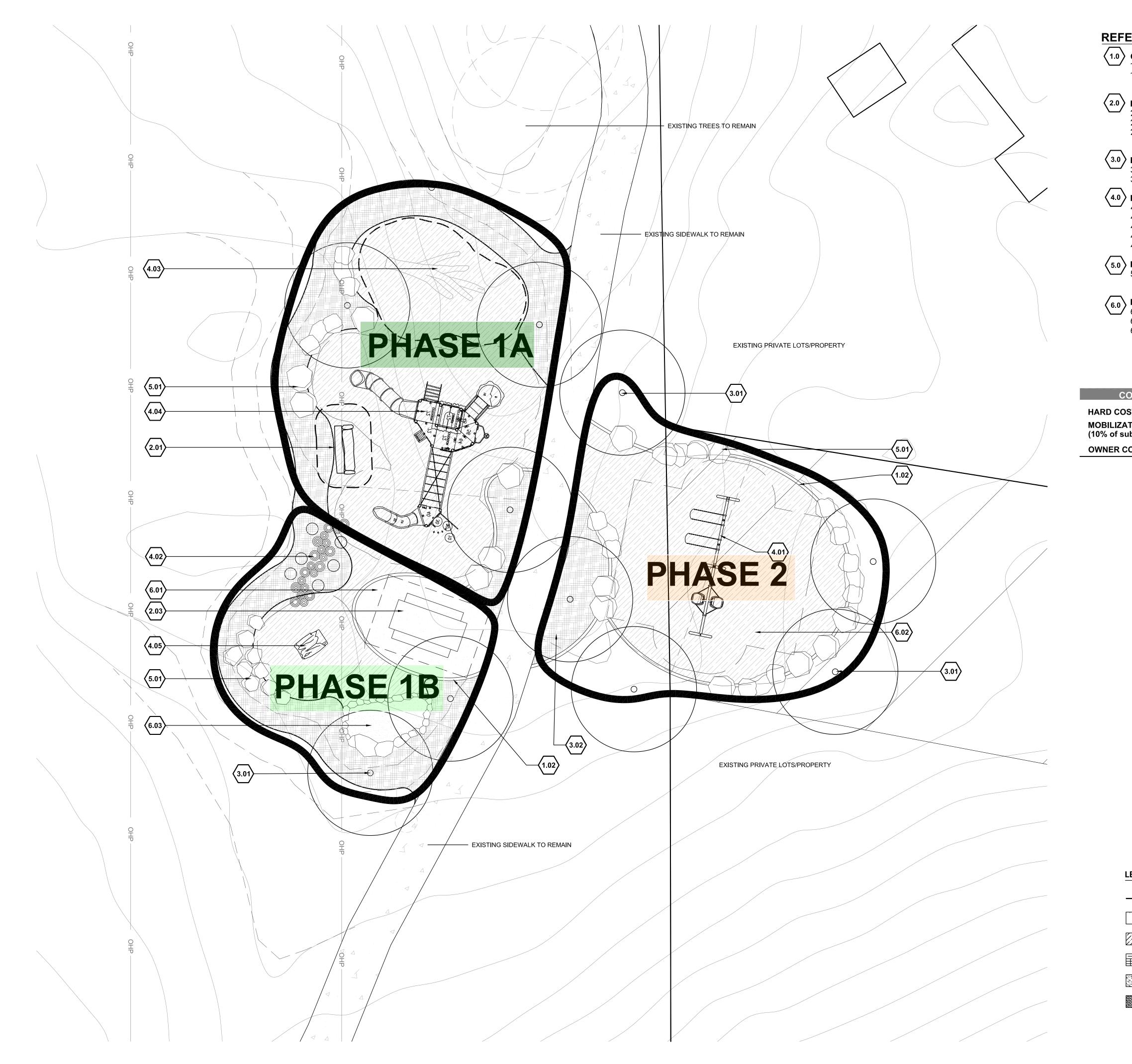
Roxborough Park has implemented a couple programs we can emulate or join them in.

1) Since the Hayman Fire, Roxborough Park has heavily recommended that residents replace their roofs with non-flammable materials when they apply to replace their roof. They implemented this as part of their normal architectural review process. Since that implementation, nearly all homes now have tile or metal roofs. We could similarly request HOAs in the district to do the same.

2) Roxborough Park has a chipping program where they have specific days when a truck will go around chipping any branches or trees people leave out. These wood chips are then stored and used for landscaping. These programs have been very successful nationwide. The metro district could have its own chipping program or possibly join Roxborough Park's program.

As a district, we could also ask that HOAs adopt certain language in their rules and regulations to limit fuels around homes. This could include mowing any dead grasses and weeds in the fall or just a general prohibition on leaving dead biomass around the home. We can also ask the local schools to get kids involved with fire mitigation efforts.

Lastly, we could get more involved in local efforts by participating in coordination efforts (which include fire departments, the National forest Service, the Colorado State Forest Service, Douglas County, and local governments) or even becoming members of various wildfire action groups like National Fire Protection Association (NFPA) and Fire Adapted Communities (FAC).



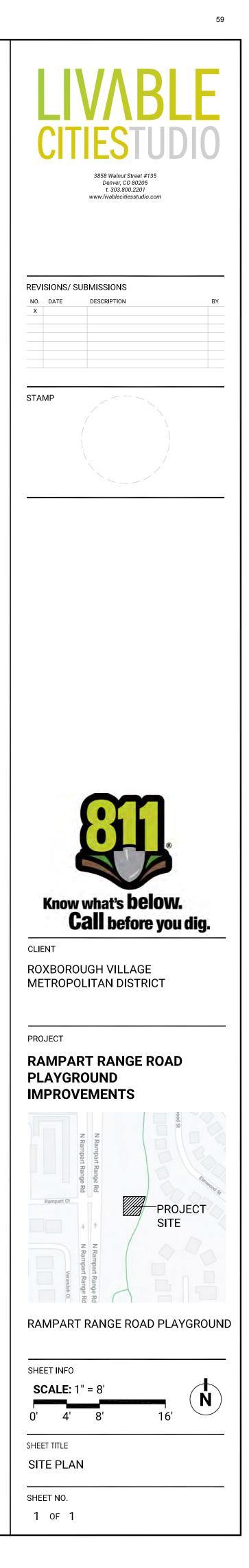
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				_

$\rangle$	<b>CONCR</b> 1-01 1-02	<b>ETE</b> CIP CONCRETE PAVING CONCRETE PLAYGROUND EDGER	DTL. 1 / SHT. L201 DTL. 3 / SHT. L201
$\rangle$	<b>EXTERI</b> 2-01 2-02 2-03	<b>OR IMPROVEMENTS - FURNISHINGS</b> FULL LOG CARVED BENCH MILLED LOG BENCH ACCESSIBLE OAK PICNIC TABLE	DTL. 1 / SHT. L204 NOT USED DTL. 3 / SHT. L204
$\rangle$	<b>EXTERI</b> 3-01 3-02	<b>OR IMPROVEMENTS - PLANTING</b> TREE PLANTING UNDERSTORY PLANTING	DTL. 1 / SHT. L303 DTL. 3 / SHT. L303
$\rightarrow$	4-01 4-02 4-03	<b>OR IMPROVEMENTS - PLAY STRUCTU</b> SWINGSET LOG CLUSTER MULTIBRANCH LOG PLAY STRUCTURE LOG CRAWL	RES & EQUIPMENT DTL. 1 / SHT. L203 DTL. 2 / SHT. L203 DTL. 1 / SHT. L205 DTL. 2 / SHT. L205 DTL. 2 / SHT. L205
$\langle \cdot \rangle$	<b>EXTERIC</b> 5-01	<b>DR IMPROVEMENTS - WALLS &amp; BOULDI</b> LANDSCAPE BOULDER	E <b>RS</b> DTL. 1 / SHT. L202
7	EXTERI	OR IMPROVEMENTS - PAVING & SURFA	CING

201
201
201
2

COST ESTIMATE	PHASE 1A	PHASE 1B	PHASE 2	lotals
COSTS	\$184,018	\$92,379	\$80,267	\$356,663
ZATION & DEMOBILIZATIO	<b>N</b> \$18,402	\$9,238	\$8,027	\$35,666
R CONTINGENCY (10%)	\$18,402	\$9,238	\$8,027	\$35,666
	\$220,821	\$110,854	\$96,320	\$427,996

EGEND	
	PLAY STRUCTURE FALL ZONE
.4. 4	CONCRETE
	ENGINEERED WOOD FIBER
	UNDERSTORY PLANTING
	CRUSHER FINES
	SAND
0	TRASH CAN





### Roxborough Village Rampart Range Road Playground Revised Concept Level Cost Estimate 10/13/2021

LIVABLE CITIES STUDIO

Rampart Range Playground Improvement -PHASE 1A	Unit	Adjusted Unit Price	Quantity	Cost	List Cost	Makup	COMMENTS/QUESTIONS
GENERAL REQUIREMENTS	1.6	ćr. 000.00		ćr. 000.00			
Erosion and Sedementation Control	LS	\$5,000.00	1	\$5,000.00			Allowance
SITE WORK	SF	\$0.80	3,066	\$2,453.00			
DEMO: Clearing and Grubbing (Remove Existing Grasses and Surface Conditions	SF	\$3.00	3,000	\$2,453.00			-
DEMO: Remove Existing Concrete Trail Earthmoving	CY	\$20.00	1,533	\$30,662.50			
subtotal	CI	\$20.00	1,555	\$38,115.50			
345101				\$30,113.30			
CONCRETE							
Concrete Paving (Realigned Trail)	SF	\$10.00	0	\$0.00			
Steel Edger	LF	\$6.00	200	\$1,200.00			
Crusher Fines ( Outdoor Classroom + East Walking Path)	SF	\$3.50	0	\$0.00			
Edger (8" Mow Strip)	LF	\$58.00	30	\$1,740.00			
ADA Playground Ramp	EA	\$1,500.00	1	\$1,500.00			
subtotal				\$4,440.00			
	1						
FURNISHINGS							
Trash	EA	\$1,100.00	1	\$1,100.00			
Benches	EA	\$1,000.00	1	\$1,000.00			
Picnic Table	EA	\$5,000.00	0	\$0.00			
subtotal				\$2,100.00			
PLAYGROUND EQUIPMENT							
Landscape Structures RMRP - Large Structure + Swings + Add'l Elements	EA	\$120,000.00	1	\$90,000.00			
Nature Instruments - Sideways Tree Climber	EA	\$20,000.00	1	\$20,000.00			
Nature Instruments - Stepping Rounds	EA	\$2,000.00	3	\$6,000.00			
Nature Instruments - Single Boulder	EA	\$12,000.00	0	\$0.00			
Nature Instruments - Amourphous Log	EA	\$12,000.00	0	\$0.00			
subtotal				\$116,000.00			
EXTERIOR IMPROVEMENTS		49.99		4			
Finish Grading	SF	\$0.60	3,066	\$1,839.75			
Soil Preparation - (6" depth)	CY	\$25.00	14	\$352.31			
Deciduous Tree, (2.5" cal.)	EA	\$750.00	3	\$2,250.00			
Shrubs, Deciduous (5 gal)	EA EA	\$45.00 \$20.00	42	\$1,902.50 \$845.56			
Ornamental Grasses and Perennials (1 gal) Shrub Bed Mulch	SF	\$20.00	761	\$845.56			
Irrigation	SF	\$1.25	761	\$951.25 \$2,283.00			-
Enginnered Wood Mulch	SF	\$1.50	1,692	\$2,538.00			
Natural Rock Boulders	EA	\$650.00	1,092	\$10,400.00			
subtotal			10	\$10,400.00			
Subiola				<i>423,302.37</i>			
						1	
						ł	
		i					1
SUBTOTAL				\$184,017.87			
MOBILIZATION & DEMOBILIZATION (10% of subtotal				\$18,401.79			
TOTAL				\$202,419.66			
				<i>4202</i> , 19.00			
Owner Contingency (10%)				\$18,401.79			
TOTAL				\$220,821.44			
TOTAL				γ <b>220,021.4</b> 4			

# PHASE 1B

#### Roxborough Village Rampart Range Road Playground Revised Concept Level Cost Estimate 10/13/2021 UVABLE CITIES STUDIO

Rampart Range Playground Improvement - PHASE 1B Adjusted Unit Price COMMENTS/QUESTIONS Unit Quantity Cost List Cost Makup GENERAL REQUIREMENTS \$5,000.00 \$5,000.00 Erosion and Sedementation Control LS Allowance SITE WORK DEMO: Clearing and Grubbing (Remove Existing Grasses and Surface Conditions SF \$0.80 960 \$768.00 DEMO: Remove Existing Concrete Trail SF \$3.0 \$0.0 Earthmoving \$20.00 480 \$9,600.00 CV \$15.368.00 subtotal CONCRETE \$10.00 Concrete Paving (Realigned Trail) SE 0 \$0.00 Steel Edger LE \$6.00 125 \$750.0 Crusher Fines (Outdoor Classroom + East Walking Path) SF \$3.5 330 \$1,155.00 \$58.0 Edger (8" Mow Strip) 60 \$3,480.00 I F ADA Playground Ramp ΕA \$1,500.0 \$3,000.0 subtotal \$8,385.00 FURNISHINGS Trash ΕA \$1,100.00 0 \$0.00 EA \$1.000.00 0 \$0.00 Benches Picnic Table EA \$5,000.00 1 \$5,000.00 Shade Structure EA \$33,600.00 \$33,600.00 1 \$38,600.00 subtotal PLAYGROUND EQUIPMENT \$120,000.00 Landscape Structures RMRP - Large Structure + Swings + Add'l Elements ΕA \$0.00 Nature Instruments - Sideways Tree Climber \$20,000.0 \$0.00 EA 0 Nature Instruments - Stepping Rounds \$2,000.0 \$0.00 EA Nature Instruments - Single Boulder EA \$12,000.00 \$0.00 0 Nature Instruments - Amourphous Log \$12,000.00 \$12,000.00 ΕA 1 \$12,000.00 subtotal EXTERIOR IMPROVEMENTS Finish Grading SF \$0.60 960 \$576.00 Soil Preparation - (6" depth) CY \$25.00 11 \$267.59 \$750.00 Deciduous Tree, (2.5" cal.) \$2,250.0 EA 3 \$45.00 32 \$1,445.00 Shrubs, Deciduous (5 gal) FA Ornamental Grasses and Perennials (1 gal) ΕA \$20.00 32 \$642.22 578 Shrub Bed Mulch SF \$1.25 \$722.50 Irrigation SF \$3.00 578 \$1,734.00 Enginnered Wood Mulch SF \$1.50 363 \$544.50 Natural Rock Boulders EA \$650.00 15 \$9,750.00 \$1.25 Sand 75 \$93.75 SE subtotal \$18,025.56 SUBTOTAL \$92,378.56 MOBILIZATION & DEMOBILIZATION (10% of subtotal) \$9,237.86 TOTAL \$101,616.42 Owner Contingency (10%) \$9,237.8 TOTAL \$110,854.28

# PHASE 2

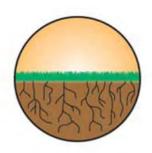
### Roxborough Village Rampart Range Road Playground Revised Concept Level Cost Estimate 10/13/2021

10/13/2021 LIVABLE CITIES STUDIO

Rampart Range Playground Improvement - PHASE 2	Unit	Adjusted Unit Price	Quantity	Cost	List Cost	Makup	COMMENTS/QUESTIONS
GENERAL REQUIREMENTS							
Erosion and Sedementation Control	LS	\$5,000.00	1	\$5,000.00			Allowance
SITE WORK							
DEMO: Clearing and Grubbing (Remove Existing Grasses and Surface Conditions	SF	\$0.80	1,878	\$1,502.00			
DEMO: Remove Existing Concrete Trail	SF	\$3.00	0	\$0.00			
Earthmoving	CY	\$20.00	939	\$18,775.00			
subtotal				\$25,277.00			
CONCRETE							
Concrete Paving (Realigned Trail)	SF	\$10.00	0				
Steel Edger	LF	\$6.00	0				
Crusher Fines ( Outdoor Classroom + East Walking Path)	SF	\$3.50	0				
Edger (8" Mow Strip)	LF	\$58.00	110	\$6,380.00			
ADA Playground Ramp	EA	\$1,500.00	1	\$1,500.00			
subtotal				\$7,880.00			
FURNISHINGS							
Trash	EA	\$1,100.00	0				
	EA	\$1,000.00	0				
	EA	\$5,000.00	0				
subtotal				\$0.00			
PLAYGROUND EQUIPMENT							
	EA	\$120,000.00	0	1 ,			
Nature Instruments - Sideways Tree Climber	EA	\$20,000.00	0				
Nature Instruments - Stepping Rounds	EA	\$2,000.00	0	\$0.00			
Nature Instruments - Single Boulder	EA	\$12,000.00	0				
Nature Instruments - Amourphous Log	EA	\$12,000.00	0	\$0.00			
subtotal				\$24,000.00			
EXTERIOR IMPROVEMENTS							
Finish Grading	SF	\$0.60	1,878	\$1,126.50			
Soil Preparation - (6" depth)	CY	\$25.00	3	\$69.91			
Deciduous Tree, (2.5" cal.)	EA	\$750.00	5	\$3,750.00			
Shrubs, Deciduous (5 gal)	EA	\$45.00	8				
Ornamental Grasses and Perennials (1 gal)	EA	\$20.00	8	\$167.78			
Shrub Bed Mulch	SF	\$1.25	151	\$188.75			
Irrigation	SF	\$3.00	151	\$453.00			
0	SF	\$1.50	1,351	\$2,026.50			
Natural Rock Boulders	EA	\$650.00	23				
subtotal				\$23,109.94			
SUBTOTAL				\$80,266.94			
MOBILIZATION & DEMOBILIZATION (10% of subtotal)				\$8,026.69			
TOTAL				\$88,293.63			
Owner Contingency (10%)				\$8,026.69			
TOTAL				\$96,320.32			

METCO LAN	DSCAPE, INC.	Monthly Maintenance Report for Roxborough Village Metropolitan District					
Submitted by:	Bill Barr	10/11/2021	Recipients:	Anna Jones, Public Manager			
		REVIEW OF GAN	ITTED OPER	ATIONS			
Turf	TURF IN GOOD HEALTH	GOING INTO FALL AND WINTEI	R AERATION OF THE TU	JRF FIELDS WILL BE DONE THIS MONTH			
Shrub Beds	SHRUB BEI	DS IN GOOD CONDITION FALL F	PRUNE OF SHRUBS NEE	DING PRUNE COMPLETED			
Trees		TREES LOOK GO	DOD GOING INTO FALL				
Irrigation	WE CONTINUE	TO WORK ON IRRIGATION OU	R BLOWOUT SCHEDULE	E IS THE END OF THIS MONTH			
Site Policing	TRASH AND DOG PORTER CO		g a number of dog s Season	STATIONS THROUGH THE FALL AND WINTER			
Overall Site	site looks g	OOD THROUGH THE DISTRCT (	CONCRETE REPAIR ON	SEVERAL PATHS IS ONGOING			
	ons for Upcoming Month: ial Needs, Concerns, Areas of Focu	S	Landscape Ins	spections			

# SOIL HORIZONS, INC.



September 27, 2021

Bill Barr Metco Landscaping, Inc. 2200 Rifle St Aurora, CO 80011

RE: Roxborough/Rampart

Bill,

Enclosed are the soil audits for the selected areas we discussed. These included Rampart Rock area, Rampart North Entry (turf), Community Park (south) and Rampart Northwest (turf). An overview follows on the results.

# RAMPART ROCK

- This was the area that was rock covered with drip irrigation into the trees. Samples were taken from the tree wells.
- The magnesium and potassium were a little low, not enough to cause any problems.
- Sodium was high.
- There was no issue with chlorides (<90 ppm).

# NORTH ENTRY (TURF)

- This was the turf area that was just north of the Community Park on the west side of the road.
- Calcium is low and there is an excess of sodium.
- Consider 3 or 4 applications of gypsum at 25 lbs/M of product. Deep water after the application. An application prior to winter dormancy would be an excellent time to apply. Water is the key ingredient to help in dissolution of the gypsum. The calcium will displace the sodium and the sodium will combine with the sulfate and leach as sodium sulfate.
- Chlorides were a little higher, but below the 90 ppm.

# **COMMUNITY SOUTH PARK**

- The sample was taken to the east of the parking lot to the road. Area was very droughty.
- Calcium is very low and magnesium and sodium are excessive.
- Apply 3 or 4 applications of hi calcium lime (30% to 38% Ca) at 25 lbs/M of product. Apply this fall. Deep water after the application. Repeat in the spring.

# RAMPART NORTH/WEST

- This sample was taken from the stop light north (turf).
- Calcium is low and sodium is high.
- Apply both hi calcium lime (25 lbs/M) and gypsum (25 lbs/M). Alternate applications this fall at 3 to 4 week intervals. Repeat next spring. Deep water after the application.
- No problem with chlorides.

Keep in mind these values will change, subject to soil amending applications, as well as treatment for ice and sow removal in the winter. Looks like magnesium chloride might be what is being used based on the magnesium levels. This will provide good results in ice melting, but is very detrimental to trees and other landscaping plants. Chloride is easily leached, so this late in the season levels will be low. Depending upon how much ice melt is applied, expectation would be for the chloride to be higher in the early spring.

If you have any questions don't hesitate calling or emailing.

Sincerely,

*Rusty Oether* Rusty Oether Agronomist

# Soil Horizons, Inc.

Soil Audit and Inventory Report

Account of : Metco Landscaping, Inc

City: Aurora

State: CO

ID#: 83811 Date: 09/20/21

Field:	RAM	PART	ROCK	NORTH	
	Sample:			ENTRY	
	Lab # :		364	365	
	Total Exchange	Capacity (M.E./100g):	28.39	32.81	
	pH: (H2O 1:1)		7.3	8.6	
	Organic Matter (	humus) %:	3.56	4.85	
		en Release (Ibs/acre)	86	98	
А	Soluble Sulfur		21	53	
N		Easily Extractable *Desired Value		100	
I	Phosphates:	Value Found		1434	
0	as P2O5	Defici			
N	lbs/acre	BRAY II *Desired Value		350	
S		Value Found		1511	
		Defici			
		OLSEN			
Е	Calcium:	*Desired Value	7722	8924	
x	lbs/acre	Value Found	8254	8400	
C		Deficit	0204	-524	
нс	Magnesium:	*Desired Value	1022	1181	
AA	lbs/acre	Value Found	872	1474	
N T	103/2010	Deficit	-150	14/4	
GI	Potassium:	*Desired Value	996	1152	
EO	Ibs/acre	Value Found	896	864	
AN	105/2010	Deficit	-100	-288	
BS	Sodium:	*Desired Value	392	453	
L E	lbs/acre	Value Found	834	1676	
		Excess *IDE AL	442	1223	
BASE S	ATURATION PE Calcium		72.68	C4.00	
	Magnesium	% 68 % 15	12.80	64.00 18.72	
	Potassium	% 15 % 4.5	4.05	3.38	
	Sodium	% 4.5 % < 3	4.05 6.39	11.10	
	Other Bases	% <3	4.10	2.80	
	Hydrogen	% 4-8 % 5-10	0.00	0.00	
FYTDA	CTABLE MINORS		0.00	0.00	
	Boron (p.p.m.)	1.2 - 1.4	1.16	2.04	
	Iron (p.p.m.)	1.2 - 1.4	129		
	Manganese (p.p.		83		
	Copper (p.p.m.)	0.5 - 3.0	12.44		
	Zinc (p.p.m.)	5 - 17	14.82	19.72	
	Aluminum (p.p.n		261	95	
	Molybdenum (p.			50	
ОТ	NO3·N (p.p.m.)	/			
ΤE	NH4·N (p.p.m.)				
нѕ	Chloride (p.p.m.)	)	42.7	74.03	
ET	Soluble Salts (m		72.1	74.03	
RS					
			<u> </u>		

Analysis provided by: Brookside Laboratories Inc./Mehlich III extractable

# Soil Horizons, Inc.

Soil Audit and Inventory Report

Account of : Metco Landscaping, Inc

City: Aurora

State: CO

ID#: 83811 Date: 09/20/21

Field:	COM	MUNITY	SOUTH	
	Sample:		PARK	
	Lab # :		363	
		Capacity (M.E./100g):	25.64	
	pH: (H2O 1:1)		8.4	
	Organic Matter (	humus) %:	4.81	
		en Release (lbs/acre)	98	
А	Soluble Sulfur (		50	
N		Easily Extractable *Desired Value	100	
I	Phosphates:	Value Found	467	
0	as P2O5	Deficit	101	
N	lbs/acre	BRAY II *Desired Value	350	
S	100/0010	Value Found	943	
5		Deficit	545	
		OLSEN		
Е	Calcium:	*Desired Value	6974	
x	lbs/acre	Value Found	4646	
C	IDS/acre	Deficit	-2328	
	Magnaaium			
нс	Magnesium:	*Desired Value	923	
AA	lbs/acre	Value Found	1728	
NT		Deficit		
GΙ	Potassium:	*Desired Value	900	
ΕO	lbs/acre	Value Found	752	
A N		Deficit	-148	
BS	Sodium:	*Desired Value	354	
L	lbs/acre	Value Found	2344	
Е		Excess	1990	
BASE S	SATURATION PE			
	Calcium	% 68	45.30	
	Magnesium	% 15	28.08	
	Potassium	% 4.5	3.76	
	Sodium	% < 3	19.87	
	Other Bases	% 4 - 8	3.00	
	Hydrogen	% 5 - 10	0.00	
EXTRA	CTABLE MINORS			
	Boron (p.p.m.)	1.2 - 1.4	2.84	
	Iron (p.p.m.)	100 - 300	108	
	Manganese (p.p.		61	
	Copper (p.p.m.)	0.5 - 3.0	3.15	
	Zinc (p.p.m.)	5 - 17	7.95	
	Aluminum (p.p.m		367	
	Molybdenum (p.p	p.m.)		
ОТ	NO3·N (p.p.m.)			
ТЕ	NH4·N (p.p.m.)			
НS	Chloride (p.p.m.)		113.67	
ЕТ	Soluble Salts (m	mhos/cm)		
RS				

Analysis provided by: Brookside Laboratories Inc./Mehlich III extractable

# Soil Horizons, Inc.

Soil Audit and Inventory Report

Account of : Metco Landscaping, Inc

City: Aurora

State: CO

ID#: 83811 Date: 09/20/21

Field:	: RAMF	PART	NORTH/	
	Sample:		WEST	
	Lab # :		362	
		Capacity (M.E./100g):	28.83	
	pH: (H2O 1:1)		8.1	
	Organic Matter (	humus) %:	5.99	
		en Release (Ibs/acre)	105	
А	Soluble Sulfur	· · · · · ·	32	
N		Easily Extractable *Desired Value	100	
I	Phosphates:	Value Found	266	
0	as P2O5	Deficit		
N	lbs/acre	BRAY II *Desired Value	350	
S		Value Found	797	
		Deficit	101	
		OLSEN		
Е	Calcium:	*Desired Value	7842	
x	lbs/acre	Value Found	7238	
C	100/0010	Deficit	-604	
нс	Magnesium:	*Desired Value	1038	
AA	lbs/acre	Value Found	1456	
N T	IDS/ACIE	Deficit	1430	
GI	Potassium:	*Desired Value	1012	
EO		Value Found	914	
	lbs/acre			
AN	O a allianza a	Deficit	-98	
B S	Sodium:	*Desired Value	398	
L	lbs/acre	Value Found	1172	
E		Excess	774	
BASE S	SATURATION PE		00.70	
	Calcium	% 68	62.76	
	Magnesium Potassium	% 15 %	21.04	
		% 4.5	4.06	
	Sodium Other Bases	% < 3	8.84	
		% 4-8 % 5-10	3.30	
EVTDA	Hydrogen	% <u>5 - 10</u>	0.00	
LYIKA	CTABLE MINORS		1.98	
	Boron (p.p.m.)	<u> 1.2 - 1.4</u> 100 - 300	1.98	
	Iron (p.p.m.)		95 58	
	Manganese (p.p.	m.) 25 - 80 0.5 - 3.0	<u> </u>	
	Copper (p.p.m.) Zinc (p.p.m.)	5 - 17	11.93	
	Aluminum (p.p.m.)		283	
	Molybdenum (p.j		203	
ОТ	NO3·N (p.p.m.)			
TE	NH4·N (p.p.m.)			
HS	Chloride (p.p.m.)		55.11	
H S E T	Soluble Salts (m		55.11	
RS				
КЭ				

Analysis provided by: Brookside Laboratories Inc./Mehlich III extractable

# METCO

# **Extra Work Proposal**

Proposal By:		
Metco Account Manager	Bill	
Metco Landscape Inc.		
Proposal Date	10/5/2021	
Submitted To:		
Manager Name:	Anna Jones	
Email Address:		
Phone Number:		
Send Invoice:	Clifton Larson Allen	

	Job Location	
Rox	borough Village Metro District	
6222 Roxborough Park Road Littleton, Co		
Accounting Information		
Job #	19-10-305	
AR Cust	ROXBDIST	

1     Soil Samples taken from (4) areas along Rampart Road Includes Report from Soil Horizons on results.     1	\$500.00
*This work does not include any modifications or repairs to the irrigation system. Any repairs will be billed at contractual T \$65.00/Hour plus materials if no contract is held between Metco Landscape, Inc. and the management compar	
Acceptance of proposal - I have read the terms stated herein, and I hereby accept them.	
Client's Signature Total	\$500.00
Metco Landscaping2200 Rifle Street, Aurora, CO, 80011Tel: (303) 421-3100This proposal is valid for 60 days. After 60 days, pricing may need to be revised	

### **Extra Work Proposal**

# 10/5/2021

## CONDITIONS OF CONTRACT

#### THESE CONDITIONS ARE A PART OF YOUR CONTRACT.

#### **CONTRACT SPECIFICATIONS & LIMITATIONS**

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

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

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

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

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

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

### GUARANTEES

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

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

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

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

#### TERMS OF PAYMENT/SUSPENSION OF WORK

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

#### CANCELLATION

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

#### DISPUTES

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

### PHOTOGRAPHY

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

#### SIGNAGE

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

#### UTILITIES/UNKNOWN OBSTRUCTIONS

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

It is the Owner's responsibility to conspicuously mark and advise Metco Landscape, Inc. of the location of any other underground utilities including: drainage pipes, plumbing, irrigation, propane lines, electric dog fence, cable TV, lighting, etc. Any delays in crew time and/or costs involved in repairing unmarked systems are the responsibility of the Owner. The cost of removing or circumventing concealed and/or undisclosed obstructions which prevent installation of the site improvements according to plan shall be charged as an extra to this contract. Examples of such obstructions include ledge rock, very large boulders, buried foundations, buried stumps, septic tanks, driveways/pavement, uncharted utilities, unsuitable soil, etc.

#### **OWNER'S RESPONSIBILITIES**

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

\$500.00

Total

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

# PUBLIC COMMENT AND MEETING CONDUCT DRAFT POLICY NOTES

# Public comment—general

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

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

# Manner of addressing Board

- Time limit 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 address (?).
- Speakers who refuse to give name or address may not address the Board.
- As a general rule, Board members will not discuss or debate items during public comment with the speakers or one another, but will refer such items to staff for follow-up. Q and A sessions, if held, as a general rule will not include discussion or debate with

the public but will provide a more engaged form of information gathering for the Board members.

- If a Board member asks a clarifying question of a speaker, only the Board member and speaker are permitted to enter any discussion regarding same.
- All speakers must respect the public nature of the forum, and the limited purpose of the forum to conduct the business of the District by using language to convey a message that is free from profanity or expletives.
- No speaker may make threats of violence or harm, or convey threats of violence or harm.

# Manner of conduct by attendees of meeting

- All attendees must sign in or will be asked to leave meeting.
- No 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.
- No intoxicated or otherwise impaired attendees.
- All speech and conduct must be respectful to other attendees and to Board Members.
- For video meetings—
  - Turning on video camera is optional for any attendee.
  - All non-Board public member attendees must stay on Mute at all times unless they are called for public comment.
  - All non-Board consultant attendees must stay on Mute as much as possible when they are not being consulted by the Board.
  - Board members should stay on Mute during any period they do not wish to speak.
  - Speaking out of turn, obscene or profane language, gestures, or written materials, or distracting gestures or written materials or backgrounds are prohibited on video meetings as in person meetings.
  - 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 passing information along at the discretion of such consultant.
  - All attendees must sign in through the chat, or will be removed from the meeting.

# 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. [And for reading by the Manager during public comment period as time allows]. Written comments must be specifically identified as public comment in order to be included in meeting packet materials.
- As a general rule, Board members will not discuss or debate items submitted as written public comment during a meeting but will refer such items to staff for follow-up.

# Violations of meeting conduct/manner

- Request by any Board member to cease the conduct—1 request.
- Request by any Board member to cease the conduct  $-2^{nd}$  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 if intoxication or impairment may be immediately ejected from meeting.

