

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT

141 Union Boulevard, Suite 150
Lakewood, Colorado 80228-1898
Tel: 303-987-0835 • 800-741-3254
<https://roxvillagemetro.colorado.gov/>

NOTICE OF MEETING AND AGENDA

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expires:</u>
Ephram Glass	President	2027/May 2027
Debra Prysby	Vice President	2027/May 2027
Clifford Linhardt	Treasurer	2029/May 2029
Ronald Bendall	Secretary	2029/May 2029
Stephen Throneberry	Assistant Secretary	2029/May 2029

DATE: December 17, 2025

TIME: 6:00 p.m.

LOCATION: Roxborough Library Meeting Room and Zoom Meeting

<https://us02web.zoom.us/j/86267550643?pwd=V3RnRGRtWkRyUjZZc1VMWTJFZjFHdz09>

Meeting ID: 862 6755 0643

Passcode: 987572

** Agenda is preliminary and subject to change by majority vote of the Board at the meeting.*

** Individuals requiring special accommodation to attend and/or participate in the meeting please advise the District Manager (pripko@sdmsi.com or 303-987-0835) of their specific need(s) before the meeting.*

I. ADMINISTRATIVE MATTERS (5 minutes)

A. Disclosure of Potential Conflicts of Interest

B. Additions/Deletions/Approval of Agenda

II. PUBLIC COMMENTS/HOMEOWNER REQUESTS (15 minutes) *

- A. Members of the public may express their views to the Board on matters that affect the District. Comments will be limited to three (3) minutes. Questions may be asked of the Board but will not be answered at this time. Please refer to the Meeting Code of Conduct for additional guidelines.
-

III. CONSENT AGENDA – (5 minutes) *

These items are considered to be routine and will be approved and/or ratified by one motion. There will be no separate discussion of these items unless a Board Member so requests, in which event, the item will be removed from the Consent Agenda and considered on the Regular Agenda.

- October 15, 2025
 - December 8, 2025
-

IV. FINANCIAL MATTERS (10 minutes)*

- A. Review and ratify approval of the payment of claims for the periods ending as follows (enclosure):

Fund	Period Ending November 30, 2025
Total Claims	\$191,893.55

- B. Review and accept unaudited financial report for the period ending November 30, 2025 (enclosure)
-

V. CONTRACTOR/CONSULTANT REPORTS

- A. Landscaping Updates- CDI Landscape, LLC. (10 minutes)*

1. Review Monthly Report. (enclosure)
-

2. Update on GIS corrections.
-

- B. Engineering Updates

1. Update on Crystal Lake pump repairs (2 minutes)
-

2. Update on Little Willow Creek bridge work. (3 minutes)
-

3. Discuss proposals from Chavez Services to fix the concrete pathway west of Preble's Pond. (enclosure) (6 minutes)
-

4. Other
-

VI. LEGAL MATTERS

- A. Review and consider approval of the Maintenance Agreement with Douglas County. (enclosure) (10 minutes)

- B. Update on proposed dredging of pond south of the Roxborough Marketplace. (2 minutes)

- C. Discuss and consider approval of 2026 landscaping maintenance agreement language. (enclosure). (10 minutes)

- D. Discuss and consider approval of the \$81,571.81 proposal from Chavez Service to repair and seal the larger parking lot in Community Park. (enclosure) (3 minutes)

- E. Update regarding the Service Plan amendment. (3 minutes)

- F. Other

VII. AGENDA PRIORITIES

- A. Resolution Establishing 2026 Regular Meeting Dates (to be distributed)

- B. Update on posting job openings for a field supervisor and assistant manager. (10 minutes)

- C. Discuss which credit card company to use and what bills should be paid using the credit cards. (5 minutes)

- D. Discuss and consider a proposal from HR Green to determine whether residents desire improved internet and/or cell phone service. (to be distributed) (10 minutes)

- E. Update on District signage design work. (2 minutes)

- F. Discuss referral DR2025-011 from Douglas County. (enclosure) (5 minutes)

- G. Discuss referral ZR2025-014 from Douglas County. (enclosure) (10 minutes)

- H. Discuss and consider approval of trenching proposal for aerator at Preble's Pond. (enclosure) (3 minutes)

- I. Discuss request from Roxborough Village 1st HOA to take over HOA fencing along Village Circle West. (enclosure) (10 minutes)

- J. Other

VIII. OPERATION AND MAINTENANCE MATTERS

- A. District management updates. *SDMS to provide written updates/enclosures on the following items to be included in the Board packet (2 minutes).*

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

 - 2. SDMS Monthly Report (enclosure).

 - 3. Review and discuss, if needed, any recent general communications to District or CORA Requests.

 - 4. Monthly Invoice from Foothills Park & Recreation (enclosure).

- B. General Updates regarding ongoing projects or activity. *SDMS to provide written updates/enclosures on following items to be included in the Board Packet.*
 - 1. Update on turf replacement/xeriscape contract. (1 minutes)

IX. DIRECTOR MATTERS

- A. Other

X. OTHER MATTERS

- A. Review action items and add them to the task spreadsheet. (2 minutes) *
-

- B. Other.
-

XI. PUBLIC COMMENTS/HOMEOWNER REQUESTS (15 minutes)*

- A. Members of the public may express their views to the Board on matters that affect the District. Comments will be limited to three (3) minutes. Please sign in. Questions may be asked of the Board but will not be answered at this time. Please refer to the Meeting Code of Conduct for additional guidelines: <https://roxvillagemetro.colorado.gov/documents-and-information/code-of-conduct>
-

XII. ADJOURNMENT

**THE NEXT REGULAR MEETING IS SCHEDULED FOR WEDNESDAY,
JANUARY 14, 2025**

**MINUTES OF REGULAR MEETING OF
THE BOARD OF DIRECTORS OF THE
ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
HELD
OCTOBER 15, 2025**

A regular meeting of the Board of Directors (referred to hereafter as the “Board”) of the Roxborough Village Metropolitan District (the “District”) was convened on Wednesday, the 15th day of October, 2025 at 6:00 p.m. at the Roxborough Library, 8357 N Rampart Range Rd # 200, Littleton, CO 80125 and via Zoom. The meeting was open to the public.

CALL TO ORDER

District Manager Ripko called the meeting to order at 6:00 p.m.

ATTENDANCE

Directors In Attendance:

Ephram Glass, President
Debra Prysby, Vice President
Clifford Linhardt, Treasurer
Ronald Bendall, Secretary
Stephen Throneberry, Assistant Secretary

Also In Attendance:

Peggy Ripko; Special District Management Services, Inc. (“SDMS”)

Dino Ross, Esq.; Ireland Stapleton Pryor & Pascoe, P.C.

Kara Dunham; Gemsbok Consulting Inc. (“Gemsbok”) (for a portion of the meeting)

Damon Barker; Consolidated Divisions, Inc. d/b/a CDI Environmental Contractor (“CDI”) (for a portion of the meeting)

Christine and Scott Venn and Debbie McInnis, Homeowners

**DISCLOSURE OF
POTENTIAL
CONFLICTS OF
INTEREST**

Disclosure of Potential Conflicts of Interest: District Manager Ripko noted that a quorum was present and requested that members of the Board disclose any potential conflicts of interest with regard to any matters scheduled for discussion at this meeting and incorporated for the record those applicable disclosures made by the Board members prior to this meeting in accordance with the statute. It was noted that all Board members with potential conflicts had filed the disclosure statements.

**ADMINISTRATIVE
MATTERS**

Agenda: District Manager Ripko reviewed with the Board the proposed Agenda.

Following discussion, upon motion, duly made by Director Glass, seconded by

Director Bendall, and, upon vote, unanimously carried, the Board approved the Agenda, as amended to remove October Minutes.

**PUBLIC
COMMENTS**

None.

CONSENT AGENDA Upon motion, duly made by Director Bendall, seconded by Director Glass, and, upon vote, unanimously carried, the Board approved the Consent Agenda with the following items:

- Minutes of the September 8, 2025.
 - Minutes of the September 10, 2025 Board meeting.
 - Ratification of the agreement with AdLight to design signs for the District.
 - Ratification of the construction agreement with Chavez Services for concrete and drainage work.
 - Ratification of the agreement with Radiant Lighting to replace the pump disconnect switch at Crystal Lake.
 - Ratification of the agreement with Farnsworth for design and permit work for the creek crossings.
-

**FINANCIAL
MATTERS**

Claims: The Board considered the claims paid for the period ending September 30, 2025 for a total of \$149,163.48.

Following discussion, upon motion, duly made by Director Glass, seconded by Director Linhardt and, upon vote, unanimously carried, the Board ratified and approved payment of the claims.

Unaudited Financial Report: The Board reviewed the unaudited financial report for the period ending September 30, 2025.

Following discussion, upon motion, duly made by Director Glass, seconded by Director Linhardt, and, upon vote, unanimously carried, the Board accepted the unaudited financial report for the period ending September 30, 2025.

10-Year Budget: The Board discussed the draft 10-year budget, including the effects of HB24B-1001, which imposes a biennial 10.5% property tax revenue growth cap, and reduces the assessment rates for residential and non-residential taxable property for 2025 and future years. The Board confirmed the Budget Hearing to be held on November 19, 2025.

CONTRACTOR/

Landscaping Updates - CDI Landscape, LLC:

CONSULTANT REPORTS

Monthly Report: The Board reviewed the Monthly Report. There were no questions on the Report.

Update on Drip Irrigation: No updates were provided.

Proposal from CDI: The Board reviewed the proposal from CDI regarding adding additional sod at the Chatfield Farms soccer field in the amount of \$1,822.00.

Following discussion, upon motion, duly made by Director Glass, seconded by Director Linhardt, and, upon vote, unanimously carried, the Board approved the proposal from CDI regarding adding additional sod at the Chatfield Farms soccer field in the amount of \$1,822.00, with the work to begin in the Spring of 2026.

Engineering Updates:

Update on Crystal Lake Intake Work: The Board discussed the update and noted that the work is complete.

Update on Little Willow Creek Bridge: The Board discussed the update on the Little Willow Creek Bridge work. It was noted that the specifications were provided but were not correct and updated specifications have been requested.

Requesting Proposal for Engineering Services: The Board discussed requesting a proposal from an IMEG to provide guidance on repairing the sidewalk west of Preble's Pond.

Other: None.

LEGAL MATTERS

Statement of Services and Jurisdictional Boundaries: The Board reviewed the Statement of Services and Jurisdictional Boundaries document.

Following discussion, upon motion, duly made by Director Glass, seconded by Director Throneberry, and, upon vote, unanimously carried, the Board approved the Statement of Services and Jurisdictional Boundaries document.

Update on HOAs Signing Form Easement Agreement: The Board noted that all agreements have been signed and recorded.

Dredging Pond South of Roxborough Marketplace: President Glass updated the Board on dredging the pond Director Glass will follow up.

Maintenance Agreement with Douglas County: President Glass updated the Board on the maintenance agreement with Douglas County. Director Glass will follow up.

IMEG Conflict Of Interest Waiver: Attorney Ross discussed the conflict of

interest waiver letter he is asking the Board to approve in connection with his partner representing IMEG as outside litigation counsel and the current contract, and any future contract, with IMEG. Upon a motion and second, the Board approved the letter, which will be signed by President Glass.

Other: None.

AGENDA PRIORITIES

Community Park Playground Update: The Board discussed the status of community park playground project. Director Throneberry requested confirmation that the egg-shaped spinner would not have anything installed to make the egg spin slower.

Status of Hiring Field Supervisor: District Manager Ripko and the Board discussed the proposed Employee Handbook that would apply to the Field Supervisor, when hired.

Following discussion, upon motion, duly made by Director Glass, seconded by Director Linhardt, and, upon vote, unanimously carried, the Board approved the Employment Manual.

District Signage: The Board noted that the Agreement is signed and a preliminary meeting has been set up to start the design process.

Homeowner Request to Allow Pedestrians to Bypass Barriers: The Board discussed homeowner's request to allow pedestrians to bypass the barriers on the fire road between Red Mesa and Blue Mesa. The consensus of the Board was to take down the signage.

District Credit Card: The Board discussed the proposed Resolution and associated Credit Card Use Agreement form, and the parameters for issuing a District credit card for smaller purchases and ongoing regular bills.

Following discussion, upon motion, duly made by Director Glass, seconded by Director Bendall, and, upon vote, unanimously carried, the Board approved the Resolution and associated Credit Card Use Agreement form.

Other: None.

OPERATION AND MAINTENANCE MATTERS

District Management Updates: The Board discussed the following District Management updates:

Community Permits: The Board reviewed the lists of current approved and requested community permits.

SDMS Monthly Report: District Manager Ripko presented the monthly management report to the Board.

General Communications to the District or CORA Requests: None.

Invoice from Foothills Park and Recreation District: The Board reviewed the monthly invoice from Foothills Park and Recreation District.

General Updates:

Updated on Turf Replacement/Xeriscape Contract: The Board discussed the status of the turf replacement/xeriscape contract.

**DIRECTOR
MATTERS**

Other: None.

OTHER MATTERS

Action Items and Task Spreadsheet: The Board reviewed the action items and task spreadsheet. No action was taken.

Notice of Increase of Irrigation Water Rates: The Board acknowledged the notice from Roxborough Water District of an increase in the irrigation water rates.

SDMS Notice of Rate Increase: The Board acknowledged SDMS' notice that its rates will be increasing.

Other: The Board discussed having CDI move rocks from the streets back onto the median.

**PUBLIC
COMMENTS/HOME
OWNER REQUESTS**

None.

**EXECUTIVE
SESSION**

EXECUTIVE SESSION: A motion was made by Director Glass and seconded by Director Linhardt to go into Executive Session to receive advice of legal counsel on the District's water rights pursuant to Section 24-6-402(4)(b), C.R.S.

EXIT THE EXECUTIVE SESSION: A motion was made by Director Linhardt and seconded by Director Prysby to exit the Executive Session. The motion passed unanimously.

ADJOURNMENT

There being no further business to come before the Board, upon motion, duly made by Director Prysby, seconded by Director Linhardt, and, upon vote, unanimously carried, the meeting was adjourned.

APPROVAL:

The foregoing minutes, which have been approved by the affirmative majority vote of the Board of Directors of the Roxborough Village Metropolitan District, are a true and accurate record of the meeting held on the date stated above.

Ron Bendall, Secretary

**MINUTES OF REGULAR MEETING OF
THE BOARD OF DIRECTORS OF THE
ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
HELD
NOVEMBER 19, 2025**

A regular meeting of the Board of Directors (referred to hereafter as the “Board”) of the Roxborough Village Metropolitan District (the “District”) was convened on Wednesday, the 19th day of November, 2025 at 6:00 p.m. at the Roxborough Library, 8357 N Rampart Range Rd # 200, Littleton, CO 80125 and via Zoom. The meeting was open to the public.

CALL TO ORDER

District Manager Ripko called the meeting to order at 6:00 p.m.

ATTENDANCE

Directors In Attendance:

Ephram Glass, President
Debra Prysby, Vice President
Clifford Linhardt, Treasurer
Ronald Bendall, Secretary
Stephen Throneberry, Assistant Secretary

Also In Attendance:

Peggy Ripko; Special District Management Services, Inc. (“SDMS”)

Dino Ross, Esq.; Ireland Stapleton Pryor & Pascoe, P.C.

Kara Dunham; Gemsbok Consulting Inc. (“Gemsbok”) (for a portion of the meeting)

Damon Barker; Consolidated Divisions, Inc. d/b/a CDI Environmental Contractor (“CDI”) (for a portion of the meeting)

Debbie McInnis, Homeowner

**DISCLOSURE OF
POTENTIAL
CONFLICTS OF
INTEREST**

Disclosure of Potential Conflicts of Interest: District Manager Ripko noted that a quorum was present and requested that members of the Board disclose any potential conflicts of interest with regard to any matters scheduled for discussion at this meeting and incorporated for the record those applicable disclosures made by the Board members prior to this meeting in accordance with the statute. It was noted that all Board members with potential conflicts had filed the disclosure statements.

**ADMINISTRATIVE
MATTERS**

Agenda: District Manager Ripko reviewed with the Board the proposed Agenda.

Following discussion, upon motion, duly made by Director Glass, seconded by Director Linhardt, and, upon vote, unanimously carried, the Board approved the Agenda.

**PUBLIC
COMMENTS**

None.

CONSENT AGENDA Upon motion, duly made by Director Glass, seconded by Director Bendall, and, upon vote, unanimously carried, the Board approved the Consent Agenda with the following items:

- Minutes of the October 3, 2025 Board meeting.
 - Minutes of the October 6, 2025 Board meeting subject to updating the motions
 - Ratification of the construction agreement with Chavez Services for installation of pressure treated steps.
 - Ratification of the construction agreement with Chavez Services for relocating boulders in the N. Rampart Range Road median.
-

**FINANCIAL
MATTERS**

Claims: The Board considered the claims paid for the period ending October 31, 2025 for a total of \$220,888.03.

Following discussion, upon motion, duly made by Director Bendall, seconded by Director Glass and, upon vote, unanimously carried, the Board ratified and approved payment of the claims.

Unaudited Financial Report: The Board reviewed the unaudited financial report for the period ending October 31, 2025.

Following discussion, upon motion, duly made by Director Bendall, seconded by Director Glass, and, upon vote, unanimously carried, the Board accepted the unaudited financial report for the period ending October 31, 2025.

Unapproved Invoices in Bill.com: The Board discussed the unapproved invoices in Bill.com.

Public Hearing on 2025 Budget Amendment: Chairman Glass opened the public hearing to consider an amendment to the 2025 Budget and discuss related issues.

It was noted that publication of Notice stating that the Board would consider amendment of the 2025 Budget and the date, time and place of the public hearing was made in a newspaper having general circulation within the District. No oral or written objections were received prior to this public hearing. No public comments

were received during the public hearing, and Chairman Glass closed the public hearing.

Following discussion, upon motion, duly made by Director Throneberry, seconded by Director Linhardt and, upon vote, unanimously carried, the Board amended the Capital Projects fund to \$475,000.00.

Public Hearing on 2026 Budget: Chairman Glass opened the public hearing to consider the proposed 2026 Budget and to discuss related issues.

It was noted that Notice stating that the Board would consider adoption of the 2026 budget and the date, time and place of the public hearing was published pursuant to statute. No written objections were received prior to the public hearing.

No public comments were received, and Chairman Glass closed the public hearing.

The Board reviewed the projected total 2025 expenditures and the proposed 2026 expenditures.

Upon motion duly made by Director Throneberry, seconded by Director Glass, and upon vote unanimously carried, the Board approved the 2026 Budget, as amended.

The Board considered adoption of Resolution No. 2025-11-01 to Adopt the 2026 Budget and Appropriate Sums of Money and Resolution No. 2025-11-02 to Set Mill Levies at 12.087 mills in the General Fund. Following discussion, upon vote unanimously carried, the Board adopted the Resolutions and authorized execution of the Certification of the 2026 Budget. The District Accountant was directed to transmit the Certification of Tax Levies to the Board of County Commissioners of Douglas County no later than December 15, 2025 and to transmit the Certification of 2026 Budget to the Division of Local Government no later than January 30, 2026.

**CONTRACTOR/
CONSULTANT
REPORTS**

Landscaping Updates - CDI Landscape, LLC:

Monthly Report: Mr. Barker reviewed with the Board the Monthly Report. There were no questions on the Report.

Proposal for Installation of Animal Handholds: The Board reviewed the proposal for the installation of animal handholds on the climbing structure.

Following discussion, upon motion, duly made by Director Throneberry, seconded by Director Linhardt, and, upon vote, unanimously carried, the Board approved the proposal for the installation of animal handholds on the climbing structure.

Update on Drip Irrigation: The Board discussed the update on the drip irrigation. It was noted that the irrigation system has been winterized and all repairs have been completed except for the Southwest Village Circle West.

Update on GIS Corrections: The Board discussed the update on the GIS corrections. The Board noted that it needs to be done by December 15, 2025.

Proposals from CDI to perform 2026 Landscape Maintenance Services: The Board reviewed CDI's proposal to provide the landscaping maintenance services for 2026. Mr. Barker will confirm the irrigation numbers.

Engineering Updates:

Update on Crystal Lake Intake Work: The agreement to do the work is in process with legal counsel.

Update on Little Willow Creek Bridge: The Board discussed the update on the Little Willow Creek Bridge work. It was noted that they are still working with Farnsworth.

Proposal from Chavez Services: The Board reviewed the proposal from Chavez Services to fix the concrete pathway west of Preble's Pond. Director Glass will get a new proposal to just fix and move the bench.

Other: The Board discussed getting a proposal for removal of asphalt slop. Director Glass will get the proposal.

LEGAL MATTERS

IMEG Conflict Of Interest Waiver Letter: Attorney Ross reviewed his firm's conflict of interest waiver letter in connection with IMEG.

Following discussion, upon motion, duly made by Director Bendall, seconded by Director Linhardt, and, upon vote, unanimously carried, the Board approved the IMEG conflict of interest waiver letter.

Resolution Establishing Credit Card Policy: The Board reviewed the Resolution Establishing Credit Card Policy.

Following discussion, upon motion, duly made by Director Glass, seconded by Director Linhardt, and, upon vote, unanimously carried, the Board adopted the Resolution Establishing Credit Card Policy and clarified that any recurring charges require pre-approval from the Board.

Dredging Pond South of Roxborough Marketplace: There was no update.

Maintenance Agreement with Douglas County: There was no update.

Service Plan Amendment: The Board and Attorney Ross discussed amending the 2015 Service Plan to expand the District's scope of services to include covenant enforcement and wildfire mitigation.

Following discussion, upon motion, duly made by Director Bendall, seconded by Director Glass, and, upon vote, unanimously carried, the Board approved amending

the Service Plan and directed Attorney Ross to start the process.

Other: None.

AGENDA PRIORITIES

Community Park Playground Update: The Board discussed the status of the community park playground project and holding an opening ceremony. The Board directed District Manager Ripko to post the grand opening via email and Facebook.

Status of Hiring Field Supervisor: There was no update.

EDI Proposal to Perform Landscaping Maintenance in 2026: The Board reviewed EDI's proposal to perform landscaping maintenance in 2026 with irrigation included.

Following discussion, upon motion, duly made by Director Linhardt, seconded by Director Bendall, and, upon vote, unanimously carried, the Board approved EDI's proposal.

Draft Zebulon Development Survey: The Board discussed a draft survey regarding the Zebulon Development. The consensus of the Board was not to issue the survey.

District Signage: There was no update.

Other: Rampart Bridge will be closed for cleaning on November 20, 2025.

OPERATION AND MAINTENANCE MATTERS

District Management Updates: The Board discussed the following District Management updates:

Community Permits: The Board reviewed the lists of current approved and requested community permits.

SDMS Monthly Report: District Manager Ripko presented the monthly management report to the Board.

General Communications to the District or CORA Requests: None.

Invoice from Foothills Park and Recreation District: The Board reviewed the monthly invoice from Foothills Park and Recreation District.

Playground Inspections: The Board discussed the playground inspections for Arrowhead Shores. The Board approved reimbursing the Arrowhead HOA for the playground inspections.

Tennis Court Maintenance Proposal: The Board reviewed the tennis court maintenance proposal.

Following discussion, upon motion, duly made by Director Glass, seconded by Director Bendall, and, upon vote, unanimously carried, the Board approved the tennis court maintenance proposal.

General Updates:

Update on Turf Replacement/Xeriscape Contract: The Board discussed the status of the turf replacement/xeriscape contract.

**DIRECTOR
MATTERS**

Other: None.

OTHER MATTERS

Action Items and Task Spreadsheet: The Board reviewed the action items and task spreadsheet. No action was taken.

Other: None.

**PUBLIC
COMMENTS/HOME
OWNER REQUESTS**

Debbie McInnis asked for an update on the District signage project. President Glass advised her of the status of the project.

**EXECUTIVE
SESSION**

EXECUTIVE SESSION: Upon motion made by Director Glass and seconded by Director Linhardt, and unanimously carried, the went into Executive Session to receive advice of legal counsel on the District's water rights and the Zebulon Development pursuant to Section 24-6-402(4)(b), C.R.S. Attorney Ross certified for the record that the Executive Session will constitute a confidential attorney-client communication and will not be recorded.

A motion was made by Director Glass and seconded by Director Linhardt to exit the Executive Session. The motion passed unanimously.

ADJOURNMENT

There being no further business to come before the Board, upon motion, duly made by Director Glass, seconded by Director Linhardt, and, upon vote, unanimously carried, the meeting was adjourned.

APPROVAL:

The foregoing minutes, which have been approved by the affirmative majority vote of the Board of Directors of the Roxborough Village Metropolitan District, are a true and accurate record of the meeting held on the date stated above.

Ron Bendall, Secretary

I attest that the information communicated during the Executive Session, which was held to receive advice of legal counsel, constituted a confidential attorney-client privileged communication.

Dino Ross, Esq.

I hereby attest that the Executive Session was confined to receiving advice of legal counsel as authorized by C.R.S. §24-6-402(4)(b).

Ephram Glass, Board President

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE ROXBOROUGH VILLAGE METROPOLITAN DISTRICT HELD DECEMBER 8, 2025

A Special Meeting of the Board of Directors (referred to hereafter as the "Board") of Roxborough Village Metropolitan District (the "District") was convened on Monday, the 8th day of December, 2025 at 6:00 p.m. at the Roxborough Library, 357 N Rampart Range Rd # 200, Littleton, CO 80125. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

Ephram Glass
Ron Bendall
Debra Prysby
Stephen Throneberry

Director Absent:

Clifford Linhardt

Also In Attendance Were:

Ken Demlow; Vendor from HR Green
Derrick Mills; Vendor from HR Green
Irena Stevens; Vendor from HR Green
Brendan Coupe; Resident

CALL TO ORDER Chairperson Glass called the meeting to order at 6:03 p.m.

I. ADMINISTRATIVE MATTERS

A. Disclosure of Potential Conflicts of Interest

The Board discussed the requirements pursuant to the Colorado Revised Statutes to disclose any potential conflicts of interest or potential breaches of fiduciary duty to the Board of Directors and to the Secretary of State. Director Glass noted that a quorum was present and requested that members of the Board disclose any potential conflicts of interest with regard to any matters scheduled for discussion at this meeting, and incorporated for the record those applicable disclosures made by the Board members prior to this meeting in

accordance with the statute. It was noted that there are no Directors' Disclosure Statements to be filed.

B. Additions/Deletions/Approval of Agenda

Following discussion, upon motion duly made by Director Throneberry, seconded by Director Bendall, and, upon vote, unanimously carried, the Board approved the agenda.

II. PUBLIC COMMENTS/HOMEOWNER REQUESTS

There were no public comments.

III. BOARD DISCUSSION MATTERS

A. Presentation by HR Green regarding the feasibility and options to bring reliable, cheap, and reliable broadband and improved cell service to Roxborough.

Ken Demlow presented for HR Green relaying what options the District has to improve internet and cell service. It was discussed that further data was needed along with input from the community. After some discussion, the consensus of the Board was to continue the discussion at the following regular meeting.

B. Review and discuss CDI's landscaping proposals for Community Park playground and intersection of N Rampart Range Rd and Village Circle East/West.

The Board reviewed both CDI's and EDI's proposals for the landscaping around the new playground in Community Park. After some discussion, the consensus of the Board was to ask for updates to the design widening the overlook, using fill to reduce the retaining wall height, flatten the north end with retaining walls on the north and east sides, and use a stepped retaining wall. The consensus of the Board was to also aim for natural material for the benches but with a comfortable design, concrete picnic tables, and a sturdy shade shelter rather than sails. In reviewing CDI's landscape proposal for the intersection of N Rampart Range Rd and Village Circle East/West, the consensus of the Board was that the design didn't incorporate native plants and that it was more efficient to defer the work for the future field supervisor to take care of.

C. Review and discuss preliminary sign concepts from AdLight.

The Board discussed the various sign designs from AdLight. Following discussion, the consensus of the Board was that none of the digital screen monument concepts worked and it ideally would look similar to the Dillon, CO sign on the corner of E Anemone Trail and US-6 but use the red sandstone used elsewhere in the District. The consensus of the Board was to move forward with the trailhead and interpretive sign concepts on page 6 of AdLight's submittal with the modification of the primary trailhead sign to use two panels and the secondary trailhead sign to use two panels horizontally with a separate rules and regulations sign. The consensus of the Board regarding the rules and regulation signs was to use a similar style, but a much shorter pole with a larger sign to accommodate symbology.

D. Discuss whether to remove or relocate boulders on the north median in N Rampart Range Rd.

Director Glass relayed that Douglas County was planning on removing the boulders in the north median in N Rampart Range Rd and asked if the District wanted them to be moved elsewhere or disposed of. After discussion, the consensus of the Board was to have them moved to the east side of the gazebo in Community Park so they could potentially be utilized in the landscaping there.

E. Update on bad data entered by CDI in the District's GIS.

This item was not discussed.

F. Discuss referral DR2025-011 from Douglas County.

This item was not discussed.

G. Discuss installation of cameras within the district.

This item was not discussed.

H. Discuss possible amendments to the Rules & Regulations.

This item was not discussed.

I. Update on field supervisor job posting.

This item was not discussed.

J. Update on C&L dig-in in Chatfield Farms.

This item was not discussed.

K. Update on Crystal Lake pump work.

This item was not discussed.

L. Update on follow-up survey.

This item was not discussed.

M. Review and consider Chavez Services proposals for concrete repairs west of Preble's Pond.

This item was not discussed.

N. Review and consider proposal from CDI for trenching by Preble's Pond.

This item was not discussed.

O. Review lists of current approved and requested community permits, if any. (Sports Field Use, Park Areas & Gazebo, Food Truck Vendors, etc.) and/or any new resident inquiries or correspondence.

There were no new requests to review.

IV. OTHER MATTERS

A. Other

There were no additional items.

V. PUBLIC COMMENTS/HOMEOWNER REQUESTS

There were no public comments.

VI. ADJOURNMENT

There being no further business to come before the Board at this time, upon motion duly made by Director Throneberry, seconded by Director Bendall, and upon vote, unanimously carried, the Special Meeting was adjourned at 7:58 p.m.

Respectfully submitted,

By: _____
Secretary for the Meeting

9:46 AM

12/10/25

Roxborough Village Metro District

A/P Aging Summary

As of November 30, 2025

	<u>TOTAL</u>
A To Z Recreation, LLC	185,500.00
Ad Light Group	10,000.00
Consolidated Divisions Inc	105,335.93
CORE Electric Cooperative	523.70
Diversified Underground	574.00
Douglas County Libraries	100.00
Foothills Park & Recreation District	956.45
Gemsbok Consulting Inc.	1,890.00
Ireland Stapleton Pryor & Pascoe PC	5,900.48
Pinyon Environmental, Inc.	6,500.00
Rocky Mountain Dive Solutions	2,700.00
Roxborough Water & Sanitation District	1,542.47
Special District Management Services, Inc	4,920.90
United Site Services	638.85
Utility Notification Center of Colorado	69.05
Xcel Energy	3.74
TOTAL	<u><u>327,155.57</u></u>

9:32 AM

12/10/25

Roxborough Village Metro District

A/P Aging Detail

As of November 30, 2025

Date	Num	Name	Due Date	Split
Current				
11/30/2025	225111249	Utility Notification Ce...	11/30/2025	-SPLIT-
11/30/2025	SALES000...	Foothills Park & Rec...	11/30/2025	-SPLIT-
11/30/2025	153135	Special District Man...	11/30/2025	-SPLIT-
11/30/2025	170237	Ireland Stapleton Pry...	11/30/2025	-SPLIT-
11/21/2025	November...	Roxborough Water ...	12/01/2025	68025 · Water Expense
11/03/2025	2210	Consolidated Divisio...	12/03/2025	-SPLIT-
11/03/2025	951312662	Xcel Energy	12/03/2025	51050 · Utilities Expense
11/24/2025	November...	Roxborough Water ...	12/04/2025	68025 · Water Expense
11/24/2025	November...	Roxborough Water ...	12/04/2025	68025 · Water Expense
11/24/2025	November...	Roxborough Water ...	12/04/2025	68025 · Water Expense
11/24/2025	November...	Roxborough Water ...	12/04/2025	68025 · Water Expense
11/06/2025	2260	Consolidated Divisio...	12/06/2025	-SPLIT-
11/30/2025	November...	Roxborough Water ...	12/10/2025	-SPLIT-
11/11/2025	308851	Pinyon Environment...	12/11/2025	80010 · Park Infastruct...
11/13/2025	2490	Consolidated Divisio...	12/13/2025	-SPLIT-
11/19/2025	1698	Consolidated Divisio...	12/19/2025	-SPLIT-
11/19/2025	2347	Consolidated Divisio...	12/19/2025	-SPLIT-
11/19/2025	2501	Consolidated Divisio...	12/19/2025	68045 · Tree Care Exp...
11/20/2025	4276	A To Z Recreation, L...	12/20/2025	80070 · New Playground
11/30/2025	33436	Diversified Undergro...	12/30/2025	-SPLIT-
11/30/2025	6427	Gemsbok Consultin...	01/14/2026	-SPLIT-
Total Current				
1 - 45				
11/25/2025	INV-57530...	United Site Services	11/25/2025	68050 · Portable Restro...
11/25/2025	INV-57535...	United Site Services	11/25/2025	68050 · Portable Restro...
11/19/2025	250679-2	Ad Light Group	11/29/2025	80010 · Park Infastruct...
11/19/2025	11.2025	CORE Electric Coop...	11/29/2025	-SPLIT-
11/19/2025	Refund	Douglas County Libr...	11/29/2025	53050 · Other BOD Exp...
Total 1 - 45				
46 - 90				
09/30/2025	2270	Rocky Mountain Div...	10/10/2025	64030 · Irrigation Expen...
Total 46 - 90				
> 90				
07/31/2025	1297	Consolidated Divisio...	08/30/2025	-SPLIT-
Total > 90				
TOTAL				

9:32 AM
12/10/25

Roxborough Village Metro District
A/P Aging Detail
As of November 30, 2025

<u>Memo</u>	<u>Aging</u>	<u>Open Balance</u>
RTL Transmissions		69.05
November 2025 Re...		956.45
November 2025 Dist...		4,920.90
		5,900.48
Billing period 10/25/...		120.50
		27,995.65
November 2025		3.74
Billing period 10/25/...		120.50
Billing period 10/25/...		104.25
Billing period 10/25/...		208.50
Billing period 10/25/...		104.25
		39,899.12
		884.47
		6,500.00
		2,577.27
		5,660.39
		25,323.63
		2,482.67
		185,500.00
November 2025		574.00
November 2025		1,890.00
		<u>311,795.82</u>
Chatfield Farms Park	5	324.02
Roxborough Comm...	5	314.83
	1	10,000.00
	1	523.70
	1	100.00
		<u>11,262.55</u>
Airplane Park	51	2,700.00
		<u>2,700.00</u>
	92	1,397.20
		<u>1,397.20</u>
		<u>327,155.57</u>

12:04 PM

12/10/25

Cash Basis

Roxborough Village Metro District

Claims by Vendor Detail

November 2025

Type	Date	Num	Memo	Account	Original Amount	Balance
ARK Ecological Services, LLC						
Bill	11/26/2025	3669		64020 · Landscape Weed Control...	7,451.44	7,451.44
Bill	11/26/2025	3669		64020 · Landscape Weed Control...	1,419.32	8,870.76
Total ARK Ecological Services, LLC						8,870.76
Berrett Pest Control CO LLC						
Bill	11/24/2025	9956375		68020 · Mosquito Control Expense	273.00	273.00
Bill	11/24/2025	9956375		68020 · Mosquito Control Expense	52.00	325.00
Bill	11/26/2025	10001817		68020 · Mosquito Control Expense	273.00	598.00
Bill	11/26/2025	10001817		68020 · Mosquito Control Expense	52.00	650.00
Total Berrett Pest Control CO LLC						650.00
Bill.com LLC						
Bill	11/05/2025	25113563290	Billing Period 10/05/2025 - 011/04/2025	52040 · Software & Online Subscr...	326.58	326.58
Bill	11/05/2025	25113563290	Billing Period 10/05/2025 - 011/04/2025	52040 · Software & Online Subscr...	62.20	388.78
Bill	11/05/2025	25113563290	Billing Period 10/05/2025 - 011/04/2025	52040 · Software & Online Subscr...	16.20	404.98
Total Bill.com LLC						404.98
Carlson, Hammon & Paddock, LLC						
Bill	11/27/2025	18		68065 · Water Rights Expense	7,437.40	7,437.40
Bill	11/27/2025	18		68065 · Water Rights Expense	1,416.65	8,854.05
Total Carlson, Hammon & Paddock, LLC						8,854.05
Chavez Services LLC						
Bill	11/24/2025	CW-2025-170		80010 · Park Infrastructure/Improv...	16,500.00	16,500.00
Bill	11/26/2025	CW-2025-167		80010 · Park Infrastructure/Improv...	45,729.30	61,729.30
Bill	11/26/2025	CW-2025-171		80070 · New Playground	36,890.40	98,619.70
Total Chavez Services LLC						98,619.70
Consolidated Divisions Inc						
Bill	11/24/2025	2018513		68070 · Snow Removal Expense	705.60	705.60
Bill	11/24/2025	2018513		68070 · Snow Removal Expense	134.40	840.00
Bill	11/24/2025	1466		64040 · Landscape Contract	23,516.35	24,356.35
Bill	11/24/2025	1466		64040 · Landscape Contract	4,479.30	28,835.65
Bill	11/24/2025	2153	original date is 9/26/25	65030 · Graffiti Removal /Vandali...	767.98	29,603.63
Bill	11/24/2025	2153	original date is 9/26/25	65030 · Graffiti Removal /Vandali...	146.28	29,749.91
Bill	11/24/2025	2129	original date 9/22/25	65030 · Graffiti Removal /Vandali...	282.19	30,032.10
Bill	11/24/2025	2129	original date 9/22/25	65030 · Graffiti Removal /Vandali...	53.75	30,085.85
Bill	11/24/2025	2119	original date: 9/19/25	64080 · Misc. Landscape Expense	1,247.40	31,333.25
Bill	11/24/2025	2119	original date: 9/19/25	64080 · Misc. Landscape Expense	237.60	31,570.85
Bill	11/24/2025	1957	invoice date: 9/30/2025	64010 · Landscape Repairs and ...	605.90	32,176.75
Bill	11/24/2025	1957	invoice date: 9/30/2025	64010 · Landscape Repairs and ...	115.41	32,292.16
Bill	11/24/2025	2309		64010 · Landscape Repairs and ...	633.92	32,926.08
Bill	11/24/2025	2309		64010 · Landscape Repairs and ...	120.75	33,046.83
Bill	11/24/2025	2343		64010 · Landscape Repairs and ...	138.60	33,185.43
Bill	11/24/2025	2343		64010 · Landscape Repairs and ...	26.40	33,211.83
Bill	11/26/2025	2308		64010 · Landscape Repairs and ...	4,998.86	38,210.69
Bill	11/26/2025	2308		64010 · Landscape Repairs and ...	952.16	39,162.85
Bill	11/26/2025	2346		65030 · Graffiti Removal /Vandali...	693.27	39,856.12
Bill	11/26/2025	2346		65030 · Graffiti Removal /Vandali...	132.05	39,988.17
Bill	11/27/2025	2425		64010 · Landscape Repairs and ...	302.40	40,290.57
Bill	11/27/2025	2425		64010 · Landscape Repairs and ...	57.60	40,348.17
Bill	11/27/2025	2495		80010 · Park Infrastructure/Improv...	80.00	40,428.17
Total Consolidated Divisions Inc						40,428.17
CORE Electric Cooperative						
Bill	11/10/2025	10.2025		51050 · Utilities Expense	869.94	869.94
Bill	11/10/2025	10.2025		51050 · Utilities Expense	165.70	1,035.64
Total CORE Electric Cooperative						1,035.64
Diversified Underground						
Bill	11/24/2025	33266	October 2025	62020 · Utility Locate	216.72	216.72
Bill	11/24/2025	33266	October 2025	62020 · Utility Locate	41.28	258.00
Total Diversified Underground						258.00
Douglas County School District						
Bill	11/28/2025	Water	Water Use Greenhouse at Rox Intermediate School	68025 · Water Expense	281.09	281.09
Bill	11/28/2025	Water	Water Use Greenhouse at Rox Intermediate School	68025 · Water Expense	53.54	334.63
Total Douglas County School District						334.63
Foothills Park & Recreation District						
Bill	11/26/2025	SALES000000036323	October 2025 Resident Use	68010 · Foothills Park & Rec Fees	2,460.19	2,460.19
Bill	11/26/2025	SALES000000036323	October 2025 Resident Use	68010 · Foothills Park & Rec Fees	724.25	3,184.44
Total Foothills Park & Recreation District						3,184.44
Gemsbok Consulting Inc.						
Bill	11/05/2025	6380	September 2025	57030 · Accounting Services	1,260.00	1,260.00
Bill	11/05/2025	6380	September 2025	57030 · Accounting Services	240.00	1,500.00
Bill	11/05/2025	6380	September 2025	57030 · Accounting Services	62.50	1,562.50
Bill	11/24/2025	6404	November 2025	57030 · Accounting Services	1,814.40	3,376.90
Bill	11/24/2025	6404	November 2025	57030 · Accounting Services	345.60	3,722.50
Bill	11/24/2025	6404	November 2025	57030 · Accounting Services	90.00	3,812.50
Total Gemsbok Consulting Inc.						3,812.50

12:04 PM

12/10/25

Cash Basis

Roxborough Village Metro District

Claims by Vendor Detail

November 2025

Type	Date	Num	Memo	Account	Original Amount	Balance
Good Plumbing Service						
Bill	11/24/2025	108616		62010 · General Repairs and Mai...	300.00	300.00
Total Good Plumbing Service						300.00
Ireland Stapleton Pryor & Pascoe PC						
Bill	11/26/2025	169413		57020 · Legal Expenses	3,215.50	3,215.50
Bill	11/26/2025	169413		57020 · Legal Expenses	612.48	3,827.98
Bill	11/26/2025	169413		57020 · Legal Expenses	159.50	3,987.48
Total Ireland Stapleton Pryor & Pascoe PC						3,987.48
JPL Cares, Inc.						
Bill	11/24/2025	43337	\$300 left out for not completing all plantings	80010 · Park Infrastructure/Improv...	5,762.81	5,762.81
Total JPL Cares, Inc.						5,762.81
Peggy Ripko - Reimbursement						
Bill	11/27/2025	7896697950		51005 · Dues & Subscriptions	75.60	75.60
Bill	11/27/2025	7896697950		51005 · Dues & Subscriptions	14.40	90.00
Bill	11/27/2025		Google Workspace Business Starter	52040 · Software & Online Subscr...	36.61	126.61
Bill	11/27/2025		Google Workspace Business Starter	52040 · Software & Online Subscr...	6.97	133.58
Total Peggy Ripko - Reimbursement						133.58
QuickBooks Payroll Service						
Liability Che...	11/26/2025		Fee for 3 direct deposit(s) at \$5.00 each	54000 · Payroll Expenses	15.00	15.00
Total QuickBooks Payroll Service						15.00
Rocky Mountain Dive Solutions						
Bill	11/24/2025	2296		80020 · Irrigation Improvements	3,175.00	3,175.00
Total Rocky Mountain Dive Solutions						3,175.00
Roxborough Water & Sanitation District						
Bill	11/14/2025	October2025_1	Billing period 09/25/2025 - 10/24/2025	68025 · Water Expense	120.50	120.50
Bill	11/14/2025	October2025_2	Billing period 09/25/2025 - 10/24/2025	68025 · Water Expense	154.00	274.50
Bill	11/14/2025	October2025_3	Billing period 09/25/2025 - 10/24/2025	68025 · Water Expense	104.25	378.75
Bill	11/14/2025	October2025_4	Billing period 09/25/2025 - 10/24/2025	68025 · Water Expense	516.75	895.50
Bill	11/14/2025	October2025_5		68025 · Water Expense	746.79	1,642.29
Bill	11/14/2025	October2025_5		68025 · Water Expense	142.25	1,784.54
Total Roxborough Water & Sanitation District						1,784.54
Special District Management Services, Inc						
Bill	11/26/2025	152377	October 2025 District Management Fees	57040 · District Management	7,424.27	7,424.27
Bill	11/26/2025	152377	October 2025 District Management Fees	57040 · District Management	1,414.15	8,838.42
Bill	11/26/2025	152377	October 2025 District Management Fees	57040 · District Management	368.26	9,206.68
Total Special District Management Services, Inc						9,206.68
United Site Services						
Bill	11/24/2025	INV-5693327	Roxborough Community Park	68050 · Portable Restroom Exp.	314.83	314.83
Bill	11/24/2025	INV-5692837	Chatfield Farms Park	68050 · Portable Restroom Exp.	324.02	638.85
Bill	11/27/2025	INV-5740997	Crystal Lake Park	68050 · Portable Restroom Exp.	367.69	1,006.54
Total United Site Services						1,006.54
Utility Notification Center of Colorado						
Bill	11/24/2025	225101286	RTL Transmissions	62020 · Utility Locate	58.00	58.00
Bill	11/24/2025	225101286	RTL Transmissions	62020 · Utility Locate	11.05	69.05
Total Utility Notification Center of Colorado						69.05
TOTAL						191,893.55

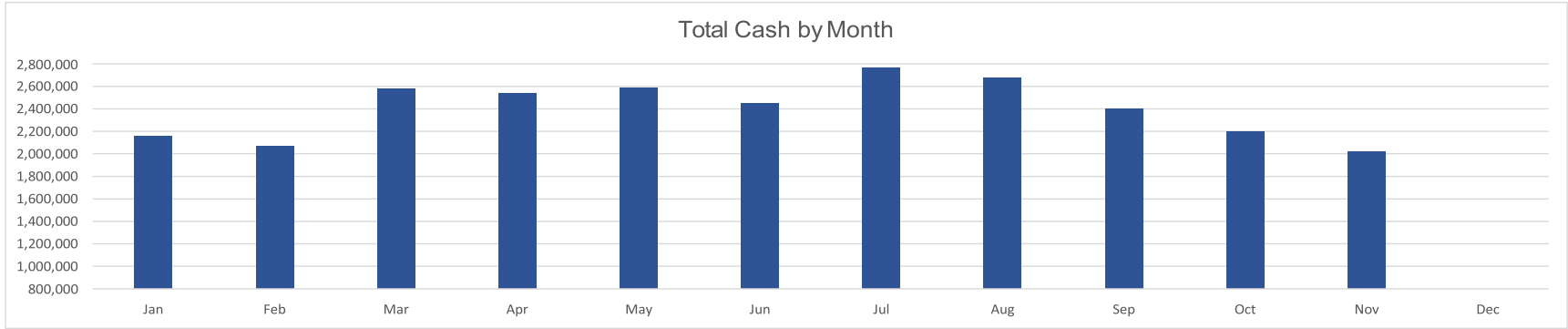
Roxborough Village Metro District
Executive Summary
As of November 30th, 2025

Summary

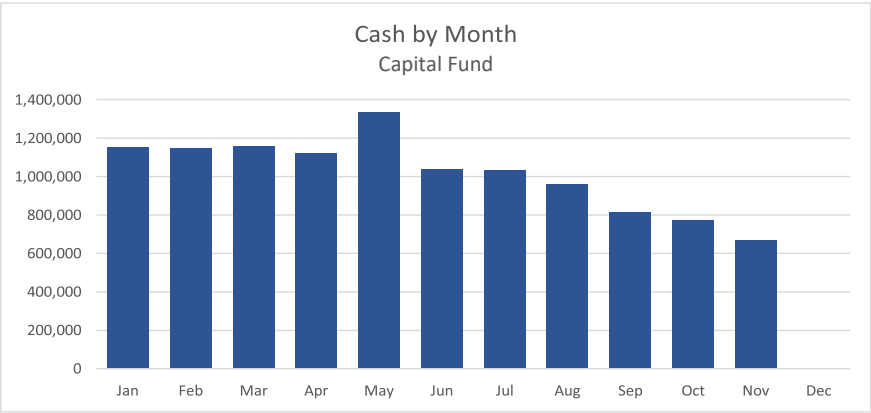
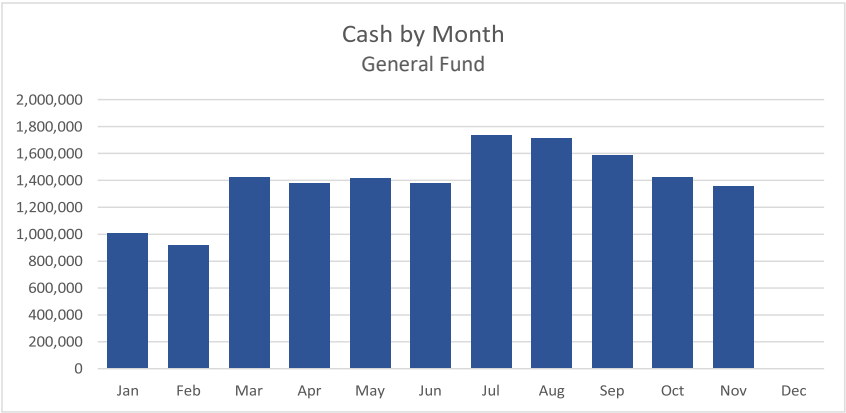
The district received a Property Tax and Specific Ownership Tax payment totaling \$10,574.99 in November. Gemsbok is in the process of certifying mill levies and submitting the 2025 budget. We will continue to work with the board to complete by the appropriate deadlines.

Key Performance Metrics

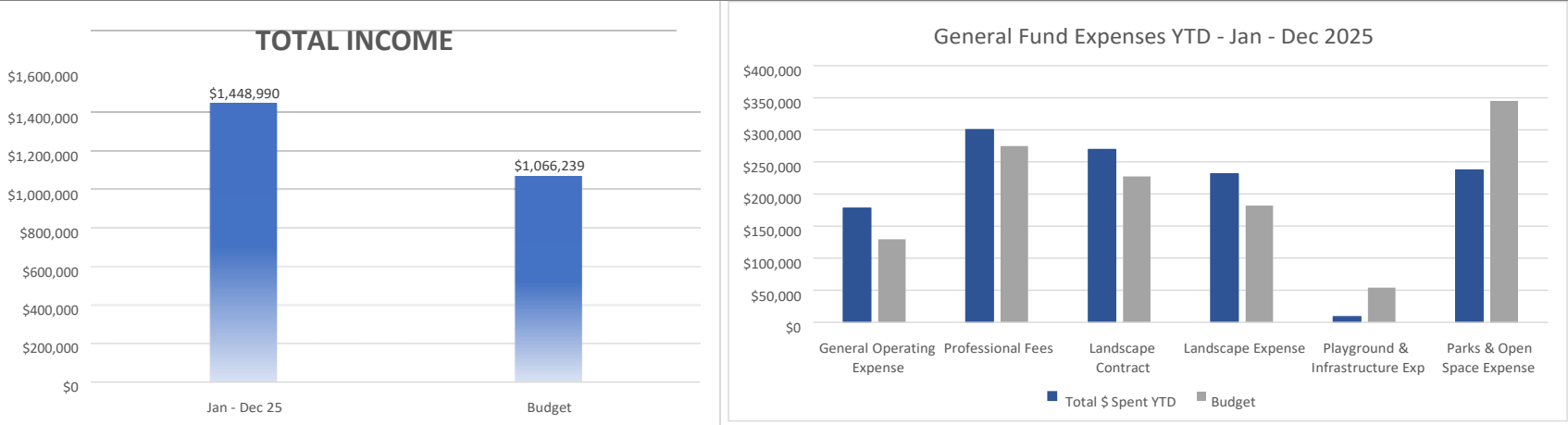
Cash Position



We are at the point in the year where cash reserves continue to decrease. We can expect to see this decrease into Q1 of 2026, and increasing once the first large Property Tax distribution for 2026 is received.

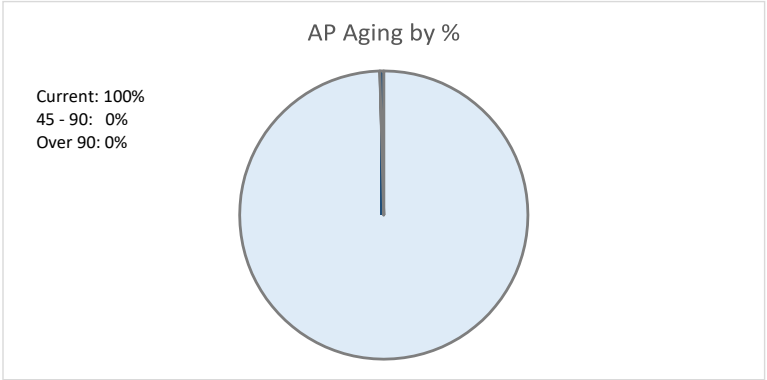


Income & Expenses



General operating, pfoessional fees, and landscape are all exceeding the budgeted amounts. We continue to monitor expense trands for 2025 to budget as well as in comparison to historical years.

Accounts Payable



Based on the current reporting, all of Accounts Payable are under 45 days outstanding.

Roxborough Landscape Tasks – November/December

Task	Contract Frequency	Completion Date(s)	Notes
Weekly Mow, Edge Trim, Blow	1		No services
Post Emergent Beds	1		No services
Post Emergent Cracks and Curbs	1		No Services
Mulch Application	1	4/28	Completed in April
Native mow and Beauty Bands	1	10/2	Sledding Hill mowed
Aeration	1	10/22, 10/23	
Pre-emergent Turf	1	4/14, 4/15	Completed in April
Fertilize Turf	1	4/14, 4/15	Completed in April
Trimming of Shrubs	1	8/27, 8/28	Trimming of trees and shrubs along trails
Inspect Irrigation	2/3		System shut down for Winter
Clean Sports Courts/Skate Park	4	11/17, 11/24, 12/1, 12/8, 12/15	Blow off of courts

Power Wash Skate Park	0		No Graffiti present
Check Pond Level	2	11/22, 12/9	Pond level is 25" below spillway
Inspect Pump	1		Shut down for Winter
Drag Infield	0		
Line Softball Fields	0		
Trash Pickup and Service Pet Stations	8	11/17, 11/20, 11/24, 11/26, 12/1, 12/5, 12/8, 12/11, 12/15	Empty trash cans and dog stations
Litter Policing Grounds	4	11/17, 11/24, 12/1, 12/8, 12/15	Removed mattress from corner of Village Circle East and Rampart Range Road by Middle School
Clean Bike Trails	4	11/17, 11/24, 12/1, 12/8, 12/15	Blow off of trails where needed
Playground Maintenance	4	11/17, 11/24, 12/1, 12/8, 12/15	Rake out playgrounds and pick up trash in playgrounds.
Gazebo Maintenance	4	11/17, 11/24, 12/1, 12/8, 12/15	Pick up trash and inspect for graffiti
Site Inspection	2	11/24, 12/2, 12/9	Christmas lights installed 11/24, Red Mesa locked removed 12/11, All Fall cleanup is completed, Re input of GPS coords completed on 12/9.



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

Client Name / Address	Date: 12/02/2025	Estimate No.	E2025352
Roxborough Village Metro District Ephram Glass	Project Location: Roxborough Metro District Trails Littleton, CO (Concrete R&R - West of Preble's Pond)		
Task Description	Qty	Rate	Amount
1. Demolition, Concrete Sidewalk - concrete saw cutting, demolition, hauling, and disposal expenses.	256 sf	\$ 2.80	\$ 716.80
2. Demolition, Concrete Bench Pad - concrete saw cutting, demolition, hauling, and disposal expenses.	64 sf	\$ 2.80	\$ 179.20
3. Demolition, Asphalt Slops - asphalt saw cutting, demolition, hauling, and disposal expenses.	240 sf	\$ 2.80	\$ 672.00
4. Earthwork 1 - excavate 2" max below existing concrete, soil grading, and compaction.	256 sf	\$ 1.25	\$ 320.00
5. Earthwork 2 - provide 4 tons max of CDOT Class 6 base material (recycled concrete). Grade and compacted per Douglas County Standards, 95% standard proctor density.		LS	\$ 380.00
6. New concrete sidewalk/path sections - 6" thickness x 8', 4,500 psi concrete with fibermesh reinforcement.	256 sf	\$ 12.60	\$ 3,225.60
7. New concrete keyway along edge of sidewalk: (turned down curb), 6" thickness x 12" below grade, 4500 psi concrete with fibermesh reinforcement.	32 lf	\$ 21.00	\$ 672.00
8. New concrete caissons and re-install bench - 4500 psi concrete with fibermesh reinforcement. 12" diameter x 30", and anchor bench to caissons with 5/8" stainless steel anchors.		LS	\$ 700.00
9. Traffic Control		LS	\$ 250.00
10. Mobilization & General Conditions		LS	\$ 1,800.00
	Total Project Estimate		\$ 8,915.60
Estimate Notes:			
1. Permitting or testing fees of any type are excluded from this estimate.			
2. All quantities are estimated. Invoicing will be based on actual quantities used or installed.			
3. Bond is not included in this estimate.			

Approval Signature:

Mark Rubic

Date of Acceptance



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

Client Name / Address	Date: 12/02/2025	Estimate No.	E2025353
Roxborough Village Metro District Ephram Glass	Project Location: Roxborough Metro District Trails Littleton, CO (Concrete R&R - West of Preble's Pond)		
Task Description	Qty	Rate	Amount
1. Demolition, Concrete Sidewalk - concrete saw cutting, demolition, hauling, and disposal expenses.	512 sf	\$ 2.80	\$ 1,433.60
2. Demolition, Concrete Bench Pad - concrete saw cutting, demolition, hauling, and disposal expenses.	64 sf	\$ 2.80	\$ 179.20
3. Demolition, Asphalt Slops - asphalt saw cutting, demolition, hauling, and disposal expenses.	240 sf	\$ 2.80	\$ 672.00
4. Earthwork 1 - excavate 2" max below existing concrete, soil grading, and compaction.	512 sf	\$ 1.25	\$ 640.00
5. Earthwork 2 - provide 4 tons max of CDOT Class 6 base material (recycled concrete). Grade and compacted per Douglas County Standards, 95% standard proctor density.		LS	\$ 380.00
6. New concrete sidewalk/path sections - 6" thickness x 8', 4,500 psi concrete with fibermesh reinforcement.	512 sf	\$ 12.60	\$ 6,451.20
7. New concrete keyway along edge of sidewalk: (turned down curb), 6" thickness x 12" below grade, 4500 psi concrete with fibermesh reinforcement.	32 lf	\$ 21.00	\$ 672.00
8. New concrete caissons and re-install bench - 4500 psi concrete with fibermesh reinforcement. 12" diameter x 30", and anchor bench to caissons with 5/8" stainless steel anchors.		LS	\$ 700.00
9. Traffic Control		LS	\$ 250.00
10. Mobilization & General Conditions		LS	\$ 900.00
	Total Project Estimate		\$ 12,278.00
Estimate Notes:			
1. Permitting or testing fees of any type are excluded from this estimate.			
2. All quantities are estimated. Invoicing will be based on actual quantities used or installed.			
3. Bond is not included in this estimate.			

Approval Signature:

Mark Rubic

Date of Acceptance

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made and entered into this ____ day of _____, 2025, by and between the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, COLORADO, hereinafter referred to as "COUNTY", whose address is 100 Third Street, Castle Rock, Colorado 80104, and ROXBOROUGH VILLAGE METROPOLITAN DISTRICT, 141 Union Blvd., Ste. 150, Lakewood, CO 80228, a political subdivision of the State of Colorado, hereinafter referred to as "LICENSEE".

1. **PROPERTY LICENSED.** The COUNTY hereby grants a license ("License") to the LICENSEE, subject to the terms and conditions contained in this License Agreement, for use of the property, which includes the land and any improvements or facilities thereon, described as follows ("Property"):

SEE EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF, which identifies the general location of the area to be maintained by the LICENSEE or its assigns within the public right-of-way, which includes the following landscape improvements: planting materials, landscape materials, landscape rock, trees, sidewalks, trails, electric outlets, lighting, decorative walls, and irrigation improvements ("Improvements"). "Improvements" includes any improvements installed by the LICENSEE on the Property.

The Property is subject to all easements and rights-of-way ("ROW") of record. The Improvements installed by the LICENSEE on the Property shall be owned and maintained by the LICENSEE.

2. **UTILITIES.** The LICENSEE covenants and agrees to pay all charges for water, electric power and other utilities assessed, levied or incurred on the Property associated with the Improvements during the term of this License or any renewal thereof.

3. **MAINTENANCE, REPAIR AND ALTERATIONS.** The LICENSEE covenants and agrees not to make or permit to be made any alterations in, or additions to, the Property without the prior written consent of the Public Works Engineering Director, hereinafter "Engineer", and to keep the Property and all Improvements thereon in good repair at the expense of the LICENSEE; to keep the Property free from litter, dirt, debris and obstruction; and to surrender and deliver the Property in good order and condition upon the expiration or termination of this License, ordinary wear and tear and loss by fire, flood or Act of God excepted. In the event the COUNTY has to enter the Property to repair, remove, or in any way maintain the Improvements in order to protect the integrity of the public ROW, the COUNTY will first notify the LICENSEE in advance of the work so that the LICENSEE may determine whether to make the repair, removal, or maintenance work itself; or, if the LICENSEE determines the COUNTY may perform such work, the County may charge all repair, removal or maintenance costs to the DISTRICT. In the event the Improvements create an immediate hazard to the users of the public ROW, the COUNTY shall have the right to repair or remove the same without the need for prior notice and may charge all costs to the LICENSEE.

4. **USE.** The LICENSEE covenants and agrees that it shall utilize the Property for construction and maintenance of the Improvements and for no other purpose and not to use the Property or permit it to be used for purposes prohibited by the applicable laws of the United States, State of Colorado or any political subdivisions thereof.

5. RE-ENTRY. The COUNTY or its duly authorized representative has the right to enter upon the Property at any time for the purpose of inspecting the same, making surveys, showing the Property to prospective licensees and to do such other acts and things as it deems necessary for the protection of its interest therein.

6. NOTICE. Notice, demands, or communications of any kind that any party may require or desire to communicate to the other party shall be in writing and will be served by email, verified delivery service, or hand delivery, addressed to the following:

For COUNTY:

Board of County Commissioners for the County of Douglas
c/o Public Works Director
100 Third Street
Castle Rock, CO 80104
Phone: (303) 660-7490
Email: Engineering@douglas.co.us

With a copy to:

Douglas County Attorney's Office
c/o County Attorney
100 Third Street
Castle Rock, CO 80104
Phone: (303) 660-7414
Email: Attorney@douglas.co.us

For LICENSEE:

With a copy to:

Ireland Stapleton Pryor & Pascoe, PC
c/o Dino Ross, Esq.
1660 Lincoln St Suite 3000
Denver, CO 80264
Phone: (303) 623-2700
Email: dross@irelandstapleton.com

In the event either party should change the address hereinabove given during the term of this License, the changing party shall notify the other party in writing of such change of address.

7. NO COVENANT OF TITLE OR QUIET POSSESSION. The rights granted herein are without covenant of title or warranty of quiet possession of the Property and no water or water rights are granted by this License.

8. SUCCESSORS AND ASSIGNS. This License shall inure to the benefit of, and be binding upon, the respective legal representatives, heirs, successors and assigns of the parties.

9. ASSIGNMENT OR SUB-LEASE. The LICENSEE covenants and agrees not to assign this License or to sublet any part of the Property without first obtaining the written consent of the COUNTY.

10. PROPERTY TAKEN "AS IS". The LICENSEE understands and agrees that the Property is licensed "as is", and the LICENSEE is assuming responsibility for any loss, injury, death or damage that may result from any and all defects, be they obvious or hidden, that said Property may contain. The COUNTY makes no warranty, written or implied, that the Property is fit for any purpose or that it meets any federal, state, county or local law, ordinance or regulation applying to the Property.

11. LIABILITY AND INDEMNIFICATION. The COUNTY shall not be liable for any loss, injury, death or damage to any person or personal property which may arise from the use or condition of the Property Improvements (including, but not limited to, loss, injury, death or damage resulting from ice, water, rain, snow, gas, electrical wires, fire, theft, burst pipes or plumbing failures) during the term of this License or any renewal thereof. The LICENSEE hereby expressly agrees waive any and all claims related to its use of the Property as to the COUNTY, its officers, agents, employees and insurers against any liability, loss, damage, demand, action, cause of action or expense of whatever nature (including court costs and attorney's fees) which may result from any loss, injury, death or damage allegedly sustained by any person, firm, corporation or other entity which arises out of or is caused by reason of LICENSEE'S use and occupancy of the Property or COUNTY'S failure to fulfill the terms and conditions of this License Agreement. Nothing in this Agreement shall be construed to constitute a waiver on the part of the COUNTY or the LICENSEE of any governmental immunity which either Party may enjoy under the Colorado Revised Statutes or other law. Except as otherwise provided in the Agreement, the LICENSEE's obligations under this Agreement are in no way to be construed to entail the assumption by the LICENSEE of any other liabilities and/or responsibilities with regard to the streets within the boundaries of the LICENSEE which have been dedicated to the COUNTY.

12. RESERVATION FOR BOARD USE. This License is conformable to the provisions of all COUNTY regulations insofar as applicable. Said provisions are incorporated herein and made a part hereof by this reference and shall supersede any apparently conflicting provisions otherwise contained in this License Agreement. The COUNTY reserves the right to make full use of the Property as may be necessary or convenient, and the COUNTY retains all rights to operate, maintain, install, repair, remove or relocate any of its facilities located within the Property at any time and in such a manner as it deems necessary or convenient. If such work will require removal, relocation, or alterations to the Improvements, the COUNTY will first notify the LICENSEE in advance of the work so that the LICENSEE may determine whether to make the removals, relocations, or alterations to the Improvements itself.

13. TERMINATION.

a. Either Party may terminate this Agreement by giving thirty (30) days' written Notice to the other Party. Notice of termination shall be signed by the terminating party, who shall give Notice to the other Party as provided in Section 6.

b. If default shall be made in any of the covenants or agreements herein contained to be kept by the LICENSEE, it shall be lawful for the COUNTY to enter into the said Property, or any part thereof, either with or without process of law, to terminate the interest of the LICENSEE or of any other person or persons occupying the same, and to expel, remove or put out such person or persons, using such force as may be necessary in so doing, without being liable to prosecution or to damages therefor, and the said Property again to repossess and

enjoy, as in the first and former estate of the COUNTY. If at any time the License shall be terminated as aforesaid or by any other means, the LICENSEE agrees to surrender and deliver up said Property peaceably to the COUNTY immediately upon termination, and if the LICENSEE shall remain in possession after termination, the LICENSEE shall be deemed guilty of a forcible detainer of said Property, and waiving all notice, shall be subject to eviction and removal, forcibly or otherwise, with or without process of law.

14. VENUE. For the resolution of any dispute arising hereunder, venue shall be in the courts of Douglas County, State of Colorado.

15. ANNUAL APPROPRIATION. All direct and indirect financial obligations of a party under this Agreement are subject to appropriation, budgeting, and availability of funds to discharge such obligations. If a party's governing body fails to appropriate funds for that party's obligations under this Agreement for a calendar year, this Agreement shall terminate immediately, and neither party shall have any further obligation under this Agreement. No provision of this Agreement shall be construed or interpreted (a) to directly or indirectly obligate a party to make any payment in any fiscal year in excess of amounts appropriated for such fiscal year; (b) as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever of a party within the meaning of Article XI, Section 6 or Article X, Section 20 of the Colorado Constitution or any other constitutional or statutory limitation or provision; or (c) as a delegation of governmental powers by a party.

16. NO THIRD-PARTY BENEFICIARIES. This Agreement is not intended to, and shall not, confer rights on any person or entity not named as a party to this Agreement, expressly including enforcement of any of the terms and conditions of this Agreement; all rights of action relating to such enforcement are strictly reserved to the Parties.

17. RELATIONSHIP TO THE PARTIES. By entering into this Agreement, the Parties are not creating, and shall not be construed as creating, a joint venture, partnership, authority, or any other type of relationship between the Parties, and each Party shall remain a separate and distinct entity for all purposes under this Agreement.

18. EXECUTION. This Agreement may be executed in counterparts and by electronic pdf or facsimile, each of which shall be deemed an original and together shall constitute one valid and binding instrument.

19 SPECIAL PROVISIONS. **SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.**

The parties hereto mutually agree to all the terms and provisions herein contained.

Executed on the day and year above written.

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

By: _____
Name: Ephram Glass
Title: President

ATTEST:

Title: _____

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS

BY: _____

Chair

ATTEST:

Deputy Clerk

APPROVED AS TO FORM:

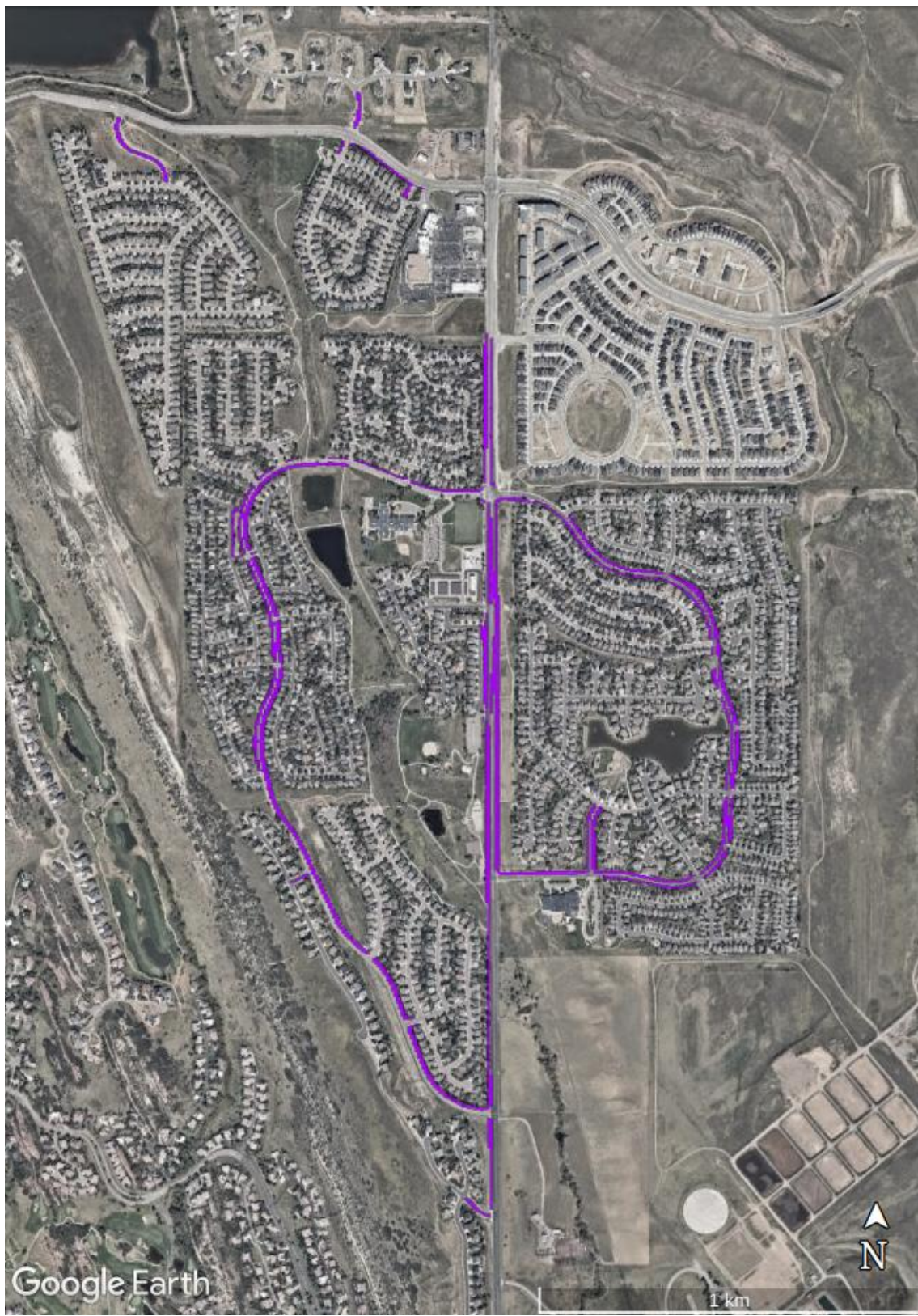
CHRISTOPHER PRATT
Assistant County Attorney

APPROVED AS TO CONTENT:

DOUGLAS J. DEBORD
County Manager

EXHIBIT “A”

Overall Map of Right-of-Ways and Medians Covered by This Agreement



Blue Mesa Drive



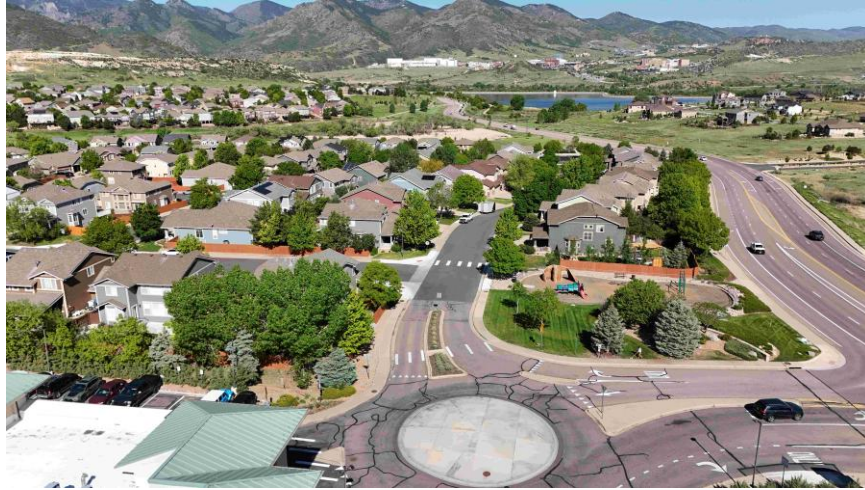
Campfire Street



Campfire Street



Cavaletti Drive



Dovetail Way



Hunters Hill Lane



Liverpool Circle



North Rampart Range Road



North Rampart Range Road



North Rampart Range Road



North Rampart Range Road



North Rampart Range Road



Red Mesa Way



Village Circle East



Village Circle East



Village Circle East



Village Circle East



Village Circle East



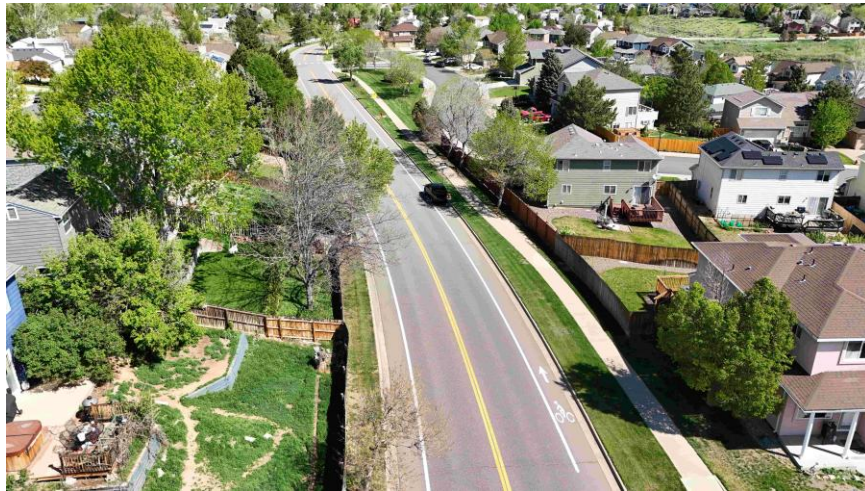
Village Circle West



Village Circle West



Village Circle West



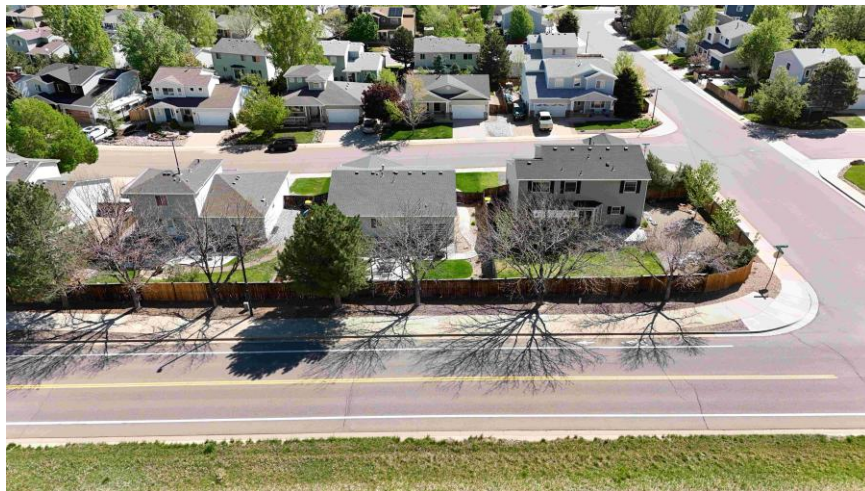
Village Circle West



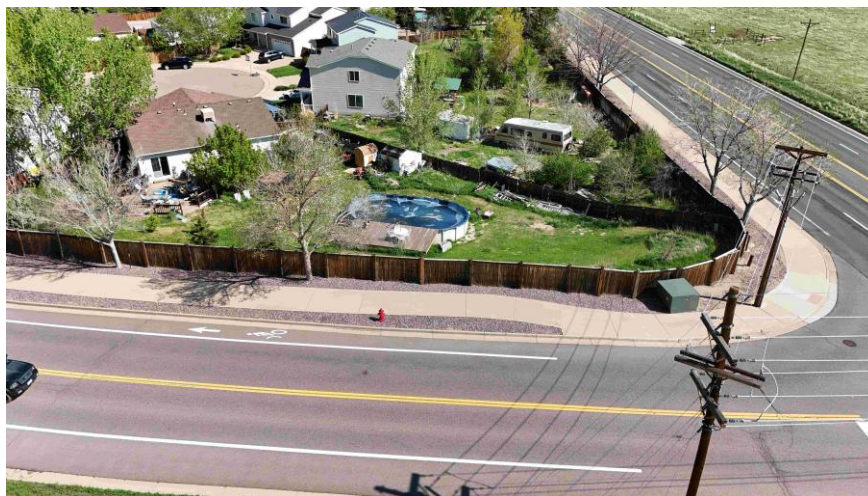
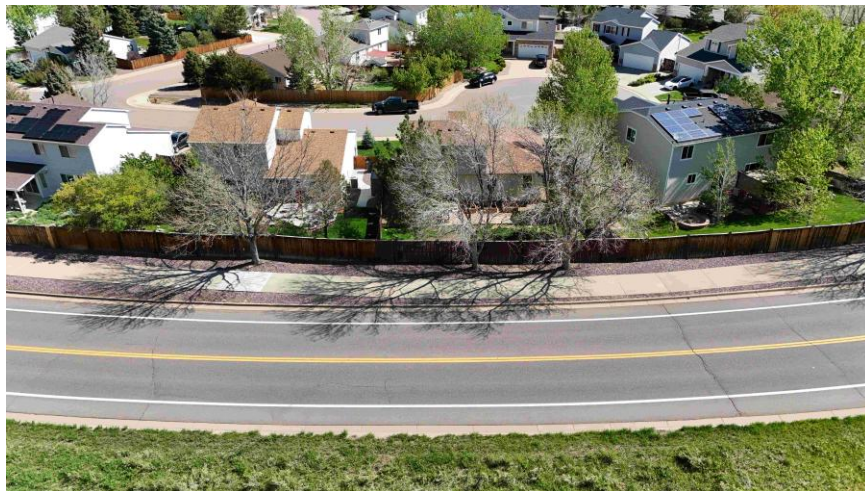
Village Circle West



Village Circle West



Village Circle West



Waterton Road



Waterton Road



Waterton Road

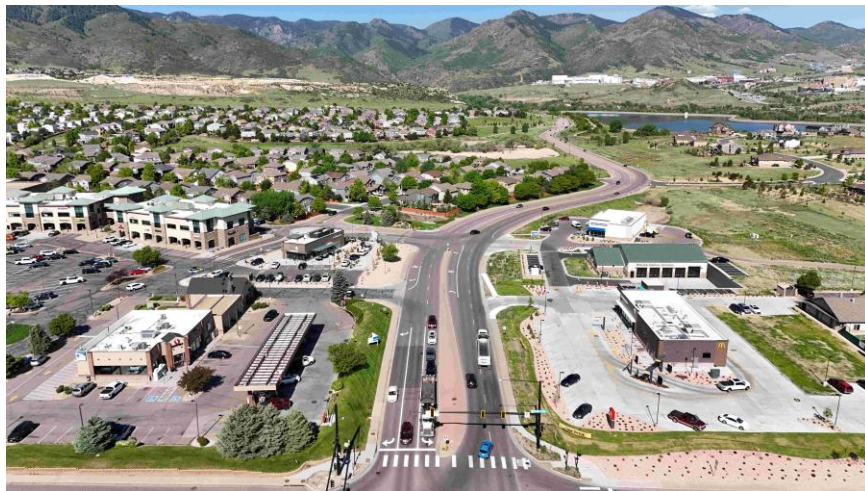


EXHIBIT "B"

- A No party shall be liable for failure to perform hereunder if such failure is the result of *force majeure* and that any time limit shall be extended for the period of any delay resulting from any *force majeure*. *Force majeure* shall mean causes beyond the reasonable control of a party such as, but not limited to, weather conditions, acts of God, strikes, work stoppages, unavailability of or delay in receiving labor or materials, faults by contractors, subcontractors, utility companies or third parties, fire or other casualty, or action of government authorities.
- B The LICENSEE, or the LICENSEE'S contractor, will not be required to obtain any permit from the County for routine maintenance, however a Right-of-way and Construction Permit from the Engineer for any activities requiring shoulder, vehicular lane, bicycle lane or sidewalk closures shall be required prior to the time of commencement of any work to be performed.
- C The LICENSEE shall not erect or place any signs, signposts, billboards, light posts, light fixtures, trees, shrubs, flower beds or other landscaping, buildings or structures of any type on the Property, except those approved by the Engineer. Any modification or additions to the Improvements will need to be approved by the Engineer and a Right-of-Way Use and Construction Permit shall be required.
- D Any repair or replacement of any COUNTY property made necessary because of the repair or maintenance of the Improvements or other appurtenant installations shall be made at the sole expense of the LICENSEE and require a Right-of-Way Use and Construction Permit from the Engineer.
- E In the event the COUNTY deems it necessary to repair, replace, remove or in any way maintain the street, drainage infrastructure, drainageways, or other appurtenances on the Property which will impact the Improvements, the COUNTY agrees to first notify the LICENSEE in advance of the work so that the LICENSEE may determine to make the repair, removal, or maintenance work itself; or, if the LICENSEE determines the COUNTY may perform such work, the County may charge all repair, removal or maintenance costs to the DISTRICT. In the event the Improvements create an immediate hazard to the users of the public ROW, the COUNTY shall have the right to repair, remove or maintain the same without the need for prior notice but agrees to use due diligence in repair or removal of materials to avoid unnecessary damage to the Improvements.
- F Upon abandonment or termination of any right or privilege herein granted, the right of the LICENSEE to that extent shall terminate, but its obligation to indemnify and save harmless the COUNTY its officers and employees, shall not terminate in any event for events which took place at the time of or prior to the abandonment or termination.

- G Upon termination or expiration of this License, the LICENSEE shall abandon the Property and other Improvements made by the LICENSEE, to the extent necessary to leave the area described in **Exhibit A** in the same condition and elevation as before this License was granted, except that the LICENSEE shall plant the area with native grass seed and remove certain landscape improvements as specified by the COUNTY. The removal and seeding shall be done at the sole expense of the LICENSEE and to the satisfaction of the COUNTY.
- H It is expressly agreed that in case of the LICENSEE'S breach of any of the within promises, the COUNTY may at its option, have specific performance thereof, sue for damages resulting from such breach, or take affirmative action to correct such breach and charge the LICENSEE for the cost thereof.
- I The LICENSEE shall adjust, modify or cease maintenance of the Improvements upon the request of the Engineer to prevent degradation of roadways, prevent impairment of sight distance, prevent a safety hazard or for any other reason as determined by the Engineer.

AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES

This Agreement for Landscape Maintenance Services ("**Agreement**"), effective the 1st day of January, 2026 ("**Effective Date**") is entered into by and between Roxborough Village Metropolitan District, a political subdivision of the State of Colorado ("**District**"), and Environmental Designs, Inc., a Colorado corporation ("**EDI**"). The District and EDI are referred to collectively as the "**Parties**" or individually as a "**Party**".

ARTICLE I SERVICES AND COMPENSATION

Section 1.1 Services and Compensation:

(a) Services: The District retains EDI to perform, and EDI agrees to perform, maintenance, care and repair of certain landscaped areas described in the Scope of Services attached as Attachment 1, including Exhibit A (District Boundary Map), Exhibit B (Scope of Services – Base Landscape Services, Compensation, and Additional Services), and Exhibit C (Landscape Maintenance Map), which are incorporated in full by reference and made a part of this Agreement (collectively, the "**Services**"). The additional services set forth in Exhibit B, and such additional services that are beyond those set out in Attachment 1 (collectively, "**Additional Services**"), if requested, shall be provided only when authorized in writing by the District. Oral discussions between any Board member or the District Manager and an EDI employee shall not constitute authorization to perform Additional Services unless the oral discussion is subsequently set forth in a written document signed by the Parties. To the extent any provision of this Agreement and Attachment 1 conflict, directly or indirectly, the provisions of this Agreement shall prevail.

(b) Attendance at Board Meetings and Reports to District Manager: EDI shall attend the regular meetings of the District's Board of Directors ("**Board**"). EDI shall submit a summary report of all activities for the prior month and anticipated activities for the coming month to the District Manager in a format determined by the Board. The summary report, and any proposed agenda items that EDI deems appropriate or necessary for inclusion for an upcoming Board meeting, shall be submitted to the District Manager no later than one week preceding the meeting.

(c) Quality Assurance: EDI shall provide a schedule of all maintenance related activities planned during the Services period, with notations of season requirements. EDI shall submit with the maintenance schedule all product data for materials, such as fertilizers, pesticides, etc. In order to expedite minor but necessary work and repairs that are not a part of the base contract, EDI may be authorized to spend up to \$3,000 per incident without prior authorization, unless otherwise directed in writing. All larger repairs or maintenance items shall be brought to the attention of the District Manager for review and may require Board approval.

(d) Commencement Date: EDI shall commence performance of the Services on the Effective Date and will thereafter continually and diligently perform the Services and the Additional Services requested by the District until this Agreement is terminated or expires, whichever occurs first.

(e) Communication: EDI will notify the District prior to performing each Service listed in Exhibit B with a scheduled date the Service will be performed, along with any pertinent information related to such Service. A checklist of the Services listed in Exhibit B shall be provided in EDI's monthly report showing what Services have been completed and what Services have yet to be rendered.

Section 1.2 Compensation: In consideration of EDI's satisfactory performance and completion of the Services, the District shall pay EDI base compensation of \$326,742.00, which is itemized and described in Exhibit B to Attachment 1, which is incorporated by reference and made a part of this Agreement. If there is a direct or indirect conflict between the itemization of services and/or times in question in Attachment 1 conflict, directly or indirectly, with any provision in this Agreement, this Agreement shall control.

Section 1.3 Payment:

(a) Request for Payment: EDI shall submit to the District Manager, by the second Tuesday of the month following the month in which the services were performed, a pay request form that, at a minimum, contains the following information ("***Request for Payment***"):

- (i) Compensation requested, which shall be itemized and supported by the information set forth in (ii) below.
- (ii) Services performed during the previous month, including but not limited to:
 - A. Locations;
 - B. Time and rate per hour of each employee or subcontractor (if applicable);
 - C. Quantities of materials used in the work performed (if applicable);
 - D. Reason for work performance;
 - E. Detail of problems encountered and corrective action taken or proposed to be taken;
 - F. Work Orders recommended to be performed in the future and the reason the work is recommended; and,
 - G. Services performed during the previous month pursuant to an approved Work Order with supporting documentation.
- (iii) Maintenance inspection report discussing (but not limited to) the following:
 - A. Safety conditions;
 - B. Appearance; and,
 - C. Follow up items for the preceding month.

Any failure to timely provide the foregoing Request for Payment, with all of the required information, may delay payment up to the next monthly Board meeting and may constitute a breach of this Agreement.

(b) Payment Procedure: Each month EDI shall submit a Request for Payment on or after the first day of the month, but no later than the second Tuesday of the month, for work performed during the preceding month ("***Submission Period***"). The District will not accept a Request for

Payment that is submitted outside the Submission Period; nor will the District accept a Request for Payment that seeks payment for work that has not yet been performed. If a Request for Payment is submitted within the Submission Period for work performed during the prior month, the District will pay EDI for work satisfactorily completed within thirty (30) days of receiving the Request for Payment. A Request for Payment that is submitted within the Submission Period may include work that has been completed and was part of a Request for Payment previously rejected by the District. Late fees, penalties, and interest will not be charged against any disputed amount the District does not pay by the date owed. EDI has the right to stop work, and shall notify the District of such action, if the District does not pay an undisputed Request for Payment, or an undisputed portion thereof, in full within thirty (30) days of the District receiving the Request for Payment. If EDI stops work, it shall have no obligation to maintain, care for, or provide any Services to the landscape maintenance areas.

(c) Chatfield Farms: All Requests for Payment shall separately identify the cost of any Services performed within the Chatfield Farms areas shown in Exhibit A to Attachment 1. Failure to provide separate costs for Chatfield Farms will constitute a deficient Request for Payment described under the above Payment Procedure section and will delay payments and may constitute a breach of this Agreement.

(d) Additional Services: If EDI is directed to perform any Additional Services, EDI shall submit Requests for Payment for all Additional Services to the District Manager within thirty (30) days of performing the work.

(e) Tax Exempt Status: The District is exempt from Colorado state and local sales and use taxes. EDI's Requests for Payment shall not include any sums for such taxes.

(f) Penalty for Failure to Complete Tasks/Projects or Provide Required Information by Deadlines Established in this Agreement: If EDI fails to complete a task/project or provide required information by the deadline(s) established in this Agreement, the District shall have the right to deduct \$100.00 from any amounts owed to EDI. Each failure to complete a task/project or provide required information is a separate infraction that will result in a \$100.00 deduction. The District may, in its discretion, waive an infraction if EDI provides documents and/or other information substantiating that there were extenuating circumstances that would justify such a waiver.

Section 1.4 Set-Off: In addition to any other rights the District has under this Agreement or in law or equity for indemnity or other reimbursement, recoupment, or payment by EDI, EDI agrees that the District is entitled to set-off any amounts it may owe EDI under this Agreement against such claims for indemnity or other reimbursement, recoupment, or payment.

Section 1.5 Non-Appropriation: The District's direct and indirect financial obligations under this Agreement are subject to annual appropriation by the Board. If the Board does not appropriate funds beyond the current calendar year, this Agreement shall automatically terminate with no further obligation and no liability whatsoever to EDI.

ARTICLE II

TERM AND TERMINATION

Section 2.1 Term: The term of this Agreement shall begin on the Effective Date and shall continue through December 31, 2026 (“**Term**”). This Agreement may be terminated in accordance with Section 2.2, below, or as elsewhere provided in this Agreement.

Section 2.2 Termination:

(a) Termination by EDI: EDI may terminate this Agreement if: (i) the District fails to pay any undisputed amount owed within the 30 days payment period provided in Section 1.3(b) above, and EDI’s has provided the District with an additional fifteen (15) days written notice that the undisputed amount has not been paid and the District fails to pay the undisputed amount owed with fifteen (15) days of receiving such notice; or, (ii) upon thirty (30) business days prior written notice to the District for any other reason.

(b) Termination by the District: The District may terminate this Agreement: (i) upon fifteen (15) business days written notice to EDI that it has breached this Agreement, if EDI fails to cure, or take substantial steps to cure, such breach within the fifteen (15) day period; or, (ii) upon thirty (30) business days prior written notice to EDI for any other reason.

(c) Effect of Termination: In the event of termination, the District will pay EDI for Services satisfactorily performed to the date of termination, subject to the District's right of set-off pursuant to Section 1.4 above and the District’s right of non-appropriation pursuant to Section 1.5 above.

ARTICLE III GENERAL SERVICES PROVISIONS

Section 3.1 Professional Standards: EDI will perform the Services and any authorized Additional Services in accordance with the generally accepted standards of care, skill, diligence, and professional competence applicable to contractors engaged in providing similar services at the time and place that EDI’s Services or Additional Services are rendered. Except as otherwise expressly stated herein, EDI shall, at its cost, be solely responsible for repairing any damage caused by EDI or one or more of the EDI Parties (defined below).

Section 3.2 Compliance with Applicable Law: EDI will, at its own expense, comply with all federal, state, and local laws, statutes, ordinances, rules, codes, regulations, requirements, guidelines, court rulings and orders of all governmental authorities applicable to this Agreement and the Services or authorized Additional Services performed by EDI, including but not limited to, employee safety (collectively “**Applicable Law**”).

Section 3.3 Personnel: EDI represents that all of its employees and the EDI Parties (defined below) have received the information, instructions, and training required to provide the Services and any authorized Additional Services, including training to prevent harm to such personnel, residents, and members of the public who may be in the vicinity.

Section 3.4 Licenses: EDI and all of its employees and the EDI Parties (defined below) performing work that requires licensing shall be licensed to the extent required by all Applicable Law and will, at EDI's cost, maintain such licensing throughout the period this Agreement is in effect. Such licenses shall include any requirements set forth by the State of Colorado and the Environmental Protection Agency.

Section 3.5 Mechanics' and Materialmen's Liens; Verified Statement of Claim: EDI shall make timely payments to EDI's employees, the EDI Parties (defined below), vendors, and/or suppliers. As a political subdivision of the State, the District's property is not subject to liens; however, property the District manages may be subject to certain liens, and EDI shall be responsible for the prompt satisfaction of any liens and encumbrances that are filed or asserted against the District and/or such property that arise from or are the result of the Services or authorized Additional Services EDI performs. In addition, EDI shall promptly resolve any verified statement of claim filed with the District by a subcontractor, vendor, or supplier claiming EDI has failed to pay amounts due for services, labor, equipment, products, or materials provided to EDI in the performance of its Services or authorized Additional Services.

Section 3.6 Hours of Operation – Power Equipment: EDI shall not use power equipment within one hundred (100) yards of any residence prior to 7:00 a.m. during the week (Monday through Friday) or prior to 8:00 a.m. on weekends (Saturday and Sunday) or on State observed holidays.

Section 3.7 Operation of Motorized Vehicles or Equipment: The operation of vehicles and equipment on or through parks and open space owned or maintained by the District is restricted to vehicles or equipment that is required for EDI to perform Services or authorized Additional Services for the District. Other than mowing equipment, vehicles shall use paved surfaces as much as practicable. Except for emergencies, vehicles and equipment shall not be on unpaved surfaces when the ground is soggy. If EDI requires vehicles to drive off paved surfaces, EDI must receive special permission in writing from the District. EDI's vehicles and motorized equipment shall at all times yield to pedestrians and cyclists in parks and open space.

Section 3.8 Mowing Equipment: To prevent the spread of diseases, pests, and weeds, all mowing equipment shall be cleaned, including the underside of the mowing deck, prior to use within the District.

Section 3.9 EDI Water: All water required for application of fertilizers, weed control products, and any other products requiring water for application to the property shall be provided at no cost to EDI. The District Manager will designate the location(s) at which EDI may obtain water.

Section 3.10. Compliance with 5 CCR 1001-33 - Emission Reduction Requirements for Lawn and Garden Equipment: EDI shall comply with the Air Quality Control Commission's Rule 29, which is codified at 5 CCR 1001-33, the relevant portions of which are attached as **Attachment 2** ("***Rule 29***"), which prohibits the use of gasoline-powered push and hand-held lawn and garden equipment with an internal combustion engine smaller than 7 kW (10 horsepower) between June 1 and August 31 of each year. EDI is required to fully understand and strictly comply with Rule 29's requirements, including but not limited to: (a) ensuring its personnel do not use prohibited lawn and garden equipment between June 1 and August 31 of each year; (b) maintaining the

required records for a minimum of 5 years; and, (c) preparing and timely submitting to the Board the required annual report.

ARTICLE IV INDEMNIFICATION AND CONFIDENTIALITY

Section 4.1 Indemnification: EDI shall indemnify and defend the District and its directors, officers, and agents (collectively, the “*District Parties*”) against all claims, damages, and liability arising out of any intentional, reckless, grossly negligent, or negligent act or omission by EDI or its employees, subcontractors, agents, or any other individual or entity that provides labor, equipment, supplies, materials, products, or other services on behalf of EDI (collectively, the “*EDI Parties*”) that arise from or in any manner relate to EDI’s or the EDI Parties’ performance of the Services, or authorized Additional Services or from the violation of, or failure of EDI or any of the EDI Parties to comply with, any Applicable Law, specifically including Rule 29. The District shall have the right to select legal counsel to represent it, notwithstanding EDI’s obligation to pay the reasonable attorneys’ fees, costs, and expenses of the District’s legal counsel.

Section 4.2 Communications and Confidentiality: EDI will hold the information supplied by the District in confidence and will not disclose it to any other person or entity, unless (a) the District authorizes EDI to do so; (b) it is published or released by the District; (c) it becomes publicly known or available other than through disclosure by EDI; or, (d) disclosure is required by Applicable Law. This confidentiality provision does not prohibit EDI from disclosing District information to one or more of the EDI Parties if necessary to provide the Services or authorized Additional Services. EDI shall ensure that all of the EDI Parties are subject to the same restrictions on the use and disclosure of District information as apply to EDI.

ARTICLE V EDI’S INSURANCE

Section 5.1 Coverages: EDI will, at its sole cost and expense, maintain in effect at all times during the Term, the following insurance coverages with limits of not less than those set forth below. EDI further agrees to maintain and supply documentation of any additional public liability or property damage insurance that may be required by the State of Colorado during the Term.

(a) Employee Insurance:

Coverage	Minimum Amounts and Limits
Worker’s Compensation	\$500,000 (or as required by Colorado law)
Employer’s Liability	\$1,000,000 (or as required by Colorado law)

This policy will include a waiver of subrogation in favor of the District Parties.

(b) Liability Insurance:

Coverage	Minimum Amounts and Limits
General Liability	\$1,000,000 combined single limits per occurrence with respect to each location (Occurrence Basis)

This policy will contain an endorsement including the District Parties as “additional insureds.” It also will contain cross-liability and severability of interest endorsements, a waiver of subrogation in favor of the District Parties, and an aggregate per location endorsement.

(c) Vehicle Insurance:

Coverage	Minimum Amounts and Limits
Business Vehicle Liability	\$1,000,000 combined single limits per occurrence (Occurrence Basis) with respect to each location.

This policy will be a standard form written to cover all owned, hired, and non-owned vehicles in the possession of an operated by EDI or one or more of the EDI Parties. This policy will contain an endorsement including the District Parties as “additional insureds.” It also will contain a waiver of subrogation in favor of the District Parties, and an aggregate per location endorsement.

(d) Umbrella Liability Insurance:

Coverage	Minimum Amounts and Limits
Bodily Injury/Property Damage	\$5,000,000 per occurrence (Occurrence Basis) \$5,000,000 aggregate

This policy will be written on an umbrella basis above the liability and vehicle insurance coverages described above. This policy will contain an endorsement including the District Parties as “additional insureds.” It also will contain subrogation in favor of the District Parties.

Section 5.2 Policies: All policies will be issued by carriers having ratings of Best’s Insurance Guide A/VIII and/or Standard & Poor Insurance Solvency Review A-, or better, and admitted to engage in the business of insurance in the State of Colorado. All policies must be endorsed to be primary, with the insurance policies of all District Parties being non-contributory. All policies shall contain a provision that states that they cannot be canceled, non-renewed or materially modified without 30 days prior written notice by insurance carrier(s) to the District Manager.

Section 5.3 Evidence of Coverage: Evidence of the insurance coverage required to be maintained by EDI under this Article V, represented by certificates of insurance or endorsements, as applicable, issued by the insurance carrier(s), must specify the additional insured status as well as the waivers of subrogation. Such certificates of insurance or endorsements shall state the amounts of all deductibles and self-insured retentions and that the District Manager will be notified in writing thirty (30) days prior to cancellation, material change, or non-renewal of insurance. Upon

request, EDI will provide to the District Manager a certified copy of any or all insurance policies or endorsements required by this Agreement. EDI shall provide the District Manager with copies of the certificates and/or endorsements evidencing that the District has been added as an additional insured under the various insurance policies which EDI is required to carry. EDI expressly agrees to notify the District Manager in writing of any provision in any policy of the insurance required by this Article V conflicts with or in any manner diminishes the insurance requirements set forth in this Article V.

ARTICLE VI MISCELLANEOUS

Section 6.1 Independent Contractor: EDI's status shall at all times be that of an independent contractor. Under no circumstances shall EDI or its personnel be considered a District employee. EDI will provide and have complete control over all materials, equipment, and labor EDI deems necessary to perform the Services and authorized Additional Services. Except as necessary to ensure the Services and authorized Additional Services are performed in accordance with the District's requirements and expectations, the District will have no control or supervision over the hours EDI's personnel and any EDI Parties work or the manner in which they perform the Services or authorized Additional Services on behalf of EDI. The District's only concern is with the results of EDI's Services and authorized Additional Services. The District has the right to reject any work that does not meet the District's standards. EDI will not be paid for any costs EDI incurs, or time EDI spends, correcting substandard work.

EDI UNDERSTANDS AND AGREES: (A) EDI AND ITS EMPLOYEES ARE NOT ENTITLED TO WORKERS' COMPENSATION OR UNEMPLOYMENT COMPENSATION INSURANCE BENEFITS, UNLESS WORKERS' COMPENSATION OR UNEMPLOYMENT COMPENSATION COVERAGE IS PROVIDED BY EDI OR SOME ENTITY OTHER THAN THE DISTRICT; AND (B) EDI IS OBLIGATED TO PAY FEDERAL, STATE, AND LOCAL INCOME TAX ON ANY MONEYS PAID PURSUANT TO THIS AGREEMENT. THE DISTRICT WILL NOT MAKE FEDERAL, STATE, AND LOCAL WITHHOLDINGS AND WILL NOT PROVIDE WORKERS' COMPENSATION OR UNEMPLOYMENT COMPENSATION INSURANCE.

EDI certifies that [REDACTED] is EDI's correct Federal Taxpayer Identification Number. By signing this Agreement, EDI certifies that it assumes full responsibility for the payment of all contributions, payroll taxes, income taxes, withholdings, and backup withholdings or assessments under federal, state, and local law. The District will only provide EDI with, and will file, an IRS Form 1099 in compliance with federal, state, and local law.

Section 6.2 Notice: Any notice required or permitted under this Agreement shall be in writing and hand-delivered or sent by certified/registered mail, return receipt requested, to the address below, or at another address a Party has previously furnished in writing to the other Party pursuant to this Section. A notice sent by certified/registered mail is deemed given when received, or three (3) business days after the date sent, if not accepted by the Party to whom it was sent, whichever is earlier.

Roxborough Village Metropolitan District
Attn: Peggy Ripko, District Manager
Special District Management Services, Inc.
141 Union Boulevard, Suite 150
Lakewood, CO 80228-1898

Environmental Designs, Inc.
Attn: [REDACTED]
12511 East 112th Avenue
Brighton, CO 80640

Section 6.3 Governmental Immunity: This Agreement is not intended, and shall not be construed, as a limitation on or waiver of any of the rights, privileges, immunities, benefits, limitations on damages and defenses provided to, or enjoyed by, the District and its current or past directors, officers, employees, volunteers, and agents under federal and state law, including but not limited to, the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

Section 6.4 Governing Law; Jurisdiction and Venue; Attorneys' Fees: This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Colorado. Jurisdiction and venue for any civil action shall lie exclusively in the District Court for Douglas County. Prior to either Party commencing a civil action, the Parties shall participate in non-binding mediation through the American Arbitration Association in Denver, Colorado or another mediator mutually agreed upon by the Parties. If the Parties are unable to resolve their dispute within sixty (60) days of a Party notifying the other Party in writing of its request for mediation, either Party may commence a civil action. In any civil action arising from or relating to this Agreement, the Services, and/or Additional Services the prevailing Party shall be awarded its reasonable attorneys' fees, costs, and expenses, including its reasonable attorneys' fees, costs, and expenses incurred in any appellate action and in collecting or executing on any judgment, order, or award.

Section 6.5 Additional Provisions: This Agreement is the entire agreement between the Parties as to the subject matter herein, and there are no oral or collateral agreements or understandings. This Agreement may only be amended by a document signed by the Parties. Course of dealing, no matter how long it may continue, shall not constitute an amendment to this Agreement. If any provision is held invalid or unenforceable, all other provisions shall continue in full force and effect. Waiver of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach of this Agreement. This Agreement is not assignable. This Agreement is not intended to, and shall not, confer rights on any person or entity not named as a Party to this Agreement. This Agreement may be executed in counterparts and by facsimile or electronic pdf, each of which shall be deemed and original and together shall constitute one valid and binding instrument.

IN WITNESS WHEREOF, the Parties have signed this Agreement.

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

ENVIRONMENTAL DESIGNS, INC., a Colorado Corporation

By: _____
Ephram Glass, Board President

By: _____
Name Title

Date: _____

Date: _____

ATTACHMENT 1

SCOPE OF SERVICES

EDI shall provide the landscape services set forth in this Scope of Services within the landscaped areas shown on **Exhibit C** to this Attachment 1. Special landscape services are described in Article III, below. If there is a conflict between the Base Landscape Services (Article II) and the Additional Landscape Services (Article III), the Base Landscape Services shall control. Whenever the word “***Trash***” is used in this Attachment 1 (Scope of Services) it shall mean trash, litter, debris, and animal waste.

ARTICLE II

BASE LANDSCAPE SERVICES

Section 1 Base Landscape Services: The frequency and/or number of times per year that EDI is to provide the Base Landscape Services are set forth in **Exhibit B**. A map depicting the areas to provide the Base Landscape Services is shown in **Exhibit C** (“***Landscape Maintenance Map***”).

(a) **Irrigated Turf:** Turf care consists of mowing, irrigation, fertilization, and herbicide application to maintain healthy turf at all times.

(b) **Mowing of Irrigated Turf Areas:** Irrigated turf areas shall be mowed as necessary to maintain a turf height of approximately $2\frac{3}{4}$ - $3\frac{3}{4}$ inches during the growing season. Mowing equipment and patterns shall be employed to permit recycling of clippings where possible. Excess clippings shall be removed from sidewalks and drives. Blades on all equipment shall be sharp to prevent tearing of the grass blades. Drought conditions may necessitate less frequent mowing. All clippings shall be collected and disposed of properly and/or blown from sidewalks in irrigated turf areas to maintain a well-groomed appearance. Mowing shall not be performed when the ground is soggy to avoid compaction, rutting, and removal of the grass.

(c) **Trimming:** All irrigated turf areas shall be trimmed after each mowing to provide a well-groomed appearance. This shall include all fence lines and vertical elements.

(d) **Edging:** During the mowing season, edging shall be performed along all sidewalks, walkways, drainage ways, streets, curbs, and planting beds to maintain a well-groomed appearance. Such edging shall be performed at least bi-weekly in irrigated turf areas during the mowing season. Should more frequent edging be required to maintain a well-groomed appearance, EDI shall provide a written proposal for such additional edging to the District Manager. All clippings shall be collected and disposed of properly and/or blown from sidewalks to maintain a well-groomed appearance. To avoid fires, edging shall not be performed when grasses are dry.

(e) **Fertilization:** Irrigated turf areas shall be fertilized with a high quality, well-balanced fertilizer either three (3) times each season or once annually with a slow-release fertilizer designed for one (1) annual application. Only non-phosphorus fertilizer shall be used. If using standard fertilizers requiring three (3) applications, the first application shall consist of 1/2 pound of nitrogen per 1,000 square feet, at least 40% of which shall be slow-release nitrogen. This first application shall contain a pre-emergent herbicide to control annual grassy weeds. The second and third applications shall be 1 pound of nitrogen per 1,000 square feet, at least 40% of which shall

be slow-release nitrogen and shall also contain at least 1% iron. The first fertilization shall occur as specified under the aeration section below, and the second fertilization shall occur at the midpoint between the first and third applications. If using a fertilizer designed for one (1) annual application, the application rate and timing of the application shall follow manufacturer guidelines. All fertilizer shall be blown into turf areas from sidewalks to minimize staining; fertilizer shall not be blown into streets or gutters.

(f) Integrated Pest Management: If requested, EDI shall assist the District to develop policies to apply the principles of Integrated Pest Management (IPM). This includes information on modifications and additions to the prevention strategy and schedule of regular cleaning and maintenance; regular monitoring to detect problems early; choosing the most effective options with the least risk to people and the environment; using biological methods that will result in long-term solutions; and minimizing the use of pesticides and insecticides. EDI shall attempt to alert the District of all effective alternatives to chemical applications available.

(g) Weed Control: EDI shall spray all irrigated turf with a broad-spectrum broadleaf herbicide three (3) times per season with follow-up spot application as required. Prior to such application, EDI shall submit the proposed herbicide to the District for approval. Application of pre-emergent herbicide shall be completed before May 1 of each year; second and third applications of pre-emergent or application of post-emergent control of broadleaf weeds shall occur late June to first week of July and again late August to first week of September of each year. EDI shall perform manual removal of weeds on a weekly basis as needed.

(h) Aeration: EDI shall aerate all irrigated turf areas to open the turf for fertilizer, air, and water once each year. The aeration shall be completed before the first fertilization and shall be done within one (1) week of the irrigation system being turned on in the spring. Irrigated turf areas will be watered thoroughly prior to aeration and fertilized immediately thereafter with an appropriate fertilizer, as specified in the Fertilization section. EDI shall use only a closed coring tine. Prior to aeration, EDI shall flag all sprinkler heads and valve boxes to minimize damage. At its own expense, EDI shall replace any sprinkler heads and valve box covers damaged by the aerators. Plugs shall be left on irrigated turf areas to assist in breaking down thatch.

(i) Leaf Removal: In irrigated turf areas, EDI will collect and remove large accumulations of leaves during the month of November or after 90% leaf drop. Timing of collection and removal shall be weather dependent.

(j) Unusual Conditions: Whenever EDI observes any condition which EDI believes may be detrimental to healthy turf growth, such conditions shall be immediately reported to the District Manager along with a recommended corrective action.

Section 2 Non-Irrigated Turf and Native Grass Care: All mowing of non-irrigated turf and native grasses shall be coordinated with the District's herbicide contractor.

(a) Trails Through Non-Irrigated Turf and Native Grass Areas: Non-irrigated turf and native grass areas on either side of trails and sidewalks shall be mowed to a width of four feet (4'). These mowing areas are defined as "beauty-bands" and are depicted in Exhibit C. The beauty-

bands shall be mowed on or about the first and last mow of the season and thereafter to four inches (4") when any of the vegetation in the bands have exceeded seven inches (7"). If the distance from a beauty band to a path, curb, vertical elements, or to a road is under twenty feet (20'), the beauty band mowing shall be widened to meet the mowed beauty-band to avoid leaving narrow strips of tall grass. All clippings shall be collected and disposed of properly and/or blown from trails and sidewalks to maintain a well-groomed appearance.

(b) Fence Lines: All fence lines depicted in Exhibit C shall be mowed to a width of eight feet (8') and trimmed for wildfire mitigation purposes. Fence lines shall be mowed to a height of four inches (4") when the grasses exceed seven inches (7"). If the distance from a fence line to a path or to a road is under twenty feet (20'), the fence line mowing shall be widened to meet the mowed beauty-band to avoid leaving narrow strips of tall grass.

(c) Mowing of Non-Irrigated Turf and Native Grass Areas: Non-irrigated turf and native grass areas, as identified in Exhibit C, shall be mowed once per year, or as necessary at the discretion of the Board. The annual mowing shall occur in late winter or early spring except for (i) the sledding hill which shall be mowed once in late summer or early fall before any snowfall and for (ii) the east side of the upper parking lot, which shall be mowed based on the same criteria and frequency as beauty-bands. Mowing shall not be performed when the ground is soggy to avoid compaction, rutting, and removal of the grass. Only native areas designated in the maintenance plan map shall be mowed; not all native areas throughout the District will be mowed. All clippings shall be collected and disposed of properly and/or blown from sidewalks to maintain a well-groomed appearance.

Section 3 Tree and Shrub Care in Landscaped Areas: EDI shall familiarize themselves with the numbers, locations, and types of trees and shrubs within the District. Tree and shrub care shall maintain and promote healthy growing conditions and shall include pruning, wound repair, fertilization, insect control, disease control, and other maintenance measures, as necessary. The maximum overall tree/shrub height for pruning and removal shall be ten feet (10') or $\frac{1}{3}$ the height of the tree/shrub, whichever is less. Trees in native areas are not maintained; however, some trees in non-irrigated, landscaped areas are maintained.

(a) Pruning and/or Removal of Trees: EDI shall prune trees under ten feet (10') in height in landscaped areas. EDI shall not prune or remove trees exceeding ten feet (10') in height unless directed to do so by the District. Any such pruning of trees or removal of any trees exceeding ten feet (10') in height shall be an Additional Service to be approved by the Board or District Manager.

(b) Pruning Shrubs: The objective of shrub pruning is to promote healthy plants and a pleasing appearance and to remove any growth into sidewalk areas. Shrubs shall be maintained as prescribed by the best practices for the species. Shrubs will be thinned as necessary to retain dense foliage, quality flowers, and a healthy natural appearance. Shrubs in non-irrigated and native areas are not maintained.

(c) Dead Plant Materials and Replacement of Plants: All dead plant materials shall be removed and properly disposed off-site within one (1) week of determination of death. EDI shall immediately provide a quote to the District Manager to replace such plants.

(d) Wrapping: EDI shall not wrap trees or shrubs unless directed to do so by the District. Any such wrapping of trees or shrubs shall be an Additional Service to be approved by the Board or District Manager.

(e) Winter Watering: During periods of dry weather, up to fifteen (15) newly planted trees shall be hand-watered weekly when the irrigation system is shut off or where no irrigation exists. This watering shall continue for new trees until they have been in the ground for two years and/or until they have an established root system. If there are more than fifteen (15) new trees to be watered, EDI shall provide a quote to the District Manager for the additional watering.

Section 4 Mulch and Mulch Beds: Organic mulches, including wood and bark chips shall be utilized in non-turf flower bed areas.

(a) Protective Rings: All trees and shrub beds shall be protected from maintenance equipment by use of a mulch bed and/or other protection, as approved by the Board. EDI shall correct any protective rings that are misapplied or in disrepair. Mulch shall not be applied against tree bark and shall dip to meet the base of the tree.

(b) Application: Certified weed-free shredded wood mulch shall be reapplied each season after the first herbicide application, if applicable. This shall include all tree protection rings, shrub beds, ground covers, and annual and perennial beds.

(c) Maintenance: All mulched areas shall be spade-edged or re-edged prior to application of mulch to provide natural containment, or the tree rings shall be sprayed to prevent grass and weeds from encroaching the tree ring.

Section 5 Ground Cover, Flower Beds, and Rock Beds: The appearance and health of ground cover, flower beds, and rock beds shall be maintained by adhering to the following practices:

(a) Weed Control: Weeds in rock beds shall be controlled by use of a pre-emergent herbicide or selective systemic herbicide. The manufacturer and formulation of herbicides will be coordinated with the District before use. Weeds shall be hoed as little as possible to minimize damage to plant root systems.

(b) Mow Strips/Landscape Edging: Landscape edging, including metal edging, mow strips, and any other materials, shall be kept in good repair and appearance and replaced if necessary. Any safety hazards shall be immediately corrected. Edging shall be kept at an appropriate depth to ensure mulch stays in the landscaped area and grass cannot spread to the landscaped area via underground rhizomes. Edging that has tilted, particularly to the point of impacting sprinkler heads, shall be straightened. All time and labor for this service are included in the contract price. If edging has deteriorated beyond repair, EDI shall provide a quote to the District Manager for its replacement.

(c) Flower Care: Pinch back dead blooms as required, and hand weed weekly or as needed to maintain beds in a weed-free condition.

(d) Spring Clean-up: Flower beds and landscaped areas shall be cleaned up in the spring, including but not limited to, cutting back perennial grasses and removing accumulated leaves and branches.

(e) Fall Clean-up: Flower beds and landscaped areas shall be cleaned up in the fall, including but not limited to, cutting back perennial flowers and removing accumulated leaves and branches.

(f) Rock Beds: Rocks that have spilled out of rock beds shall be moved back into the rock beds. Exposed irrigation lines shall be reburied under the rock for a clean appearance. EDI shall inform the District if additional rock is required in rock beds and shall provide a time and materials cost for adding the additional rock.

Section 6 Natural Areas: Non-irrigated natural areas such as Little Willow Creek and the Dakota Hogback shall only be mowed as specified in the Landscape Maintenance Map or at the direction of the Board. Any mowing shall be coordinated with the District's herbicide contractor.

(a) Weed Control: Herbicide spraying in non-irrigated, natural areas is performed under separate contract and is not a service covered hereunder.

Section 7 Irrigation System Operation and Maintenance: EDI will provide one (1) on-site Maintenance Technician on the Property to monitor and check the irrigation system, as well as make all repairs. Upon spring activation of the irrigation system, the Maintenance Technician shall check the operation of each sprinkler zone to verify that all control valves and heads are functioning properly, and that there are no leaks or other conditions, which may require repair, to make adjustments, and clean nozzles. In addition, all controller enclosures shall be opened and visually inspected. After the initial activation checks, the Maintenance Technician is not required to make the same checks unless there is a visual indication of an issue or the District requests additional checks. On a weekly basis, the Maintenance Technician shall monitor irrigated areas and repair leaks, clean nozzles, and make adjustments as required.

Damage to heads caused by mowing operations shall be repaired at EDI's expense. EDI shall maintain all appropriate keys, locks, system logins and passwords, and any other security, access, or operational procedures, measures, or devices and shall ensure that copies and information concerning all such procedures, measures, and devices are provided to the District with all appropriate updates, changes, or alterations.

Operation and maintenance of the irrigation system shall include the following:

(a) Activation of Irrigation System: Each spring, on a date to be determined by EDI in consultation with the Board and notice thereto, the irrigation system shall be activated. EDI shall immediately notify the District of any system damages which have resulted from improper shutdown the previous fall. Any such damages that were the result of EDI's actions shall be repaired immediately at the expense of EDI. Any such damage that was the result of a prior provider's improper shutdown or system damages caused by actions other than the system

shutdown will be brought to the immediate attention of the District with details, including photographs, of such cause and/or extent of such damages, with an itemized estimate for any such repair. EDI shall at all times exercise its best efforts to operate the irrigation system in a manner that protects all components and equipment of such system and to conserve water resources.

(b) Inspection: Inspection and adjustment of the system will be performed with particular attention paid to irregular water distribution patterns. Control enclosures will be opened and visually inspected between start-up and winterization to ensure water is being distributed as intended.

(c) Sprinkler Heads: Plugged sprinkler heads shall be cleaned and pattern adjustments made as necessary to ensure that water is being distributed to only the intended vegetated areas.

(d) Sprinkler Clock Timing: EDI shall program the sprinkler controls to optimize the application of water for each individual zone while controlling system pressure to minimize the possibility of irrigation line breaks. EDI shall program sprinkler controls to water on the specific days, times, and frequencies directed and approved by the Board. If EDI recommends a deviation from the specified days, times, and frequencies, such recommendations must be approved by the Board or District Manager prior to programming the changes. Adjustments to the amounts of watering shall be performed as needed throughout the watering season to adjust for precipitation and fluctuations in the evapo-transpiration rate.

(e) Drip Irrigation System: EDI shall walk through all planting beds watered with drip irrigation and check for visible signs of plant stress. If stressed plant material is located, EDI shall inspect for proper system operation and repair, as necessary. Repairs to the drip irrigation system shall be performed as part of the Base Landscape Services and the District shall be billed for materials only. EDI shall record any repairs in the District Geographic Information System (GIS).

(f) System Repairs - Non-System Activation Related: EDI shall be responsible for repairs of all sprinkler system damage that are the result of EDI's operations. The District shall be notified immediately of any such damage and EDI shall undertake to immediately repair or correct such damage. Irrigation system repairs on lateral lines and adjustments that are not caused by EDI, such as nozzle replacement and head alignment, irrigation head replacements, valve replacements, pipe replacements and repairs, and clock adjustment shall be performed as part of the Base Landscape Services and the District shall be billed for materials only. Irrigation system repairs on main lines, vandalism repairs, and controller replacements shall be approved by the District and billed on a time and material basis. Any repair work that will exceed \$3,000 shall require prior to the initiation of such work, written approval obtained from the District. EDI shall be responsible for all costs of repairs that fail within a month of the original repair. All repairs shall be invoiced along with photographs of the irrigation breaks and of the fixed repair work, itemization of the materials, including manufacturer and model numbers, GPS location, and the date of the repair. The aforementioned repair information also shall be conveyed to the District Engineer, or other designee, for as-built recording. EDI shall record the aforementioned information and as-builts in the Geographic Information System (GIS).

(g) Backflow Inspection: Backflow prevention device inspections are to be performed

annually in the spring.

(h) Winterization of Irrigation Systems: Winterization of the irrigation systems shall be completed by EDI in the fall before the first hard freeze. The typical time for winterization is in October; however, EDI must winterize the irrigation systems before the first hard freeze. Winterization activities shall not extend into the month of November without prior Board approval. Winterization shall include voiding all lines of water using compressed air or other methods approved by the District. EDI also shall perform other tasks as necessary to winterize controllers and other system components.

(i) Locates: The District Board shall designate the individual or entity that shall be responsible for the UNCC locate services for the District, which designation the Board may change at any time in its discretion. The District shall notify EDI of any change in the UNCC locate services provider. If the District's UNCC locate services provider requires the irrigation system to be located in a particular area, EDI will be notified in writing by email of such a requirement. The District shall compensate EDI for locate services based on agreed upon rates. If a third party requests a locate, EDI shall obtain approval from the District Manager before providing same.

(j) Pond Depth and Consumption Monitoring: While the irrigation system is in operation, EDI shall inspect the irrigation pond (Crystal Lake in Arrowhead Shores) twice per week and monitor its depth. The lake water level must be maintained with a minimum level of twenty-eight inches (28") below the lake overflow and a maximum level of sixteen inches (16") below the lake overflow with a target level of twenty-two inches (22") below the lake overflow. EDI will order additional water from Roxborough Water & Sanitation to maintain the lake water level during the growing season. EDI will notify the District each time water is ordered. EDI shall include water levels and amounts of water ordered in its written report to the District Manager that is submitted by a time specified by the District Manager. At the end of the growing season, EDI shall ensure the water is drawn down to thirty-six inches (36") below the overflow to provide capacity for winter run-off. If EDI negligently orders water that results in water overflowing out of the irrigation pond, EDI will be responsible for the cost of the lost water, and restoration of any damage incurred. If the water level exceeds the thirty-six inches (36") requirement at the end of the season, the volume of the lost water shall be established as the difference between the thirty-six inches (36") below the overflow that the water level should have been reduced to and the actual level at the end of the season (after winterization) multiplied by six (6) acres. The cost of the lost water is equal to the aforementioned volume of water lost multiplied by the then-rates that the District pays for the water.

(k) Pump Inspections: The District Engineer, or other designee, is responsible for scheduling routine maintenance and upgrades to the Irrigation Pump Station located within the limits of the fence at the site on Crystal Lake. Irrigation pumps shall be inspected weekly during the irrigation season by EDI and it shall promptly forward any concerns to the District Manager and District Engineer as soon as practicable.

(l) Emergency Contact: EDI shall provide and maintain an operating after-hours emergency contact system to report any irrigation issues, problems, or emergencies.

Section 8 Facilities Maintenance: The following Base Landscape Services shall be performed on the District's facilities during the period from January 1 through December 31 unless otherwise stated.

(a) Tennis Courts/Basketball Courts: On a weekly basis, ensure the courts are clean of Trash. Provide a time and materials cost for washings that may be requested by the District. Report any damage or graffiti to the District Manager immediately. Inform the District if there is a need for new nets, striping, or fencing repair.

(b) Volleyball Courts: At the beginning of the active season (April), inspect the courts for low spots and appropriate depth, damaged or loose edging, and proper netting. Any additional material, if needed to maintain appropriate depths, and any repairs shall be performed under a separate Work Order after approval from the Board. On a monthly basis, from April through October, rake smooth sand surfaces and remove any weeds, animal waste, or debris. Inform the District if there is a need for a new net, additional sand, or any repairs. Report any damage or graffiti to the District Manager immediately.

(c) Skate Parks: At the beginning of the maintenance season (April), high-pressure hose wash all surfaces once. Provide a time and materials cost for additional washings that may be requested by the District. On a weekly basis, ensure skate park surfaces are clean of Trash. Report any damage or graffiti to the District Manager immediately.

(d) Softball Field: For the period from April 1 through September 30, on a monthly basis, groom the dirt infield to provide a smooth even surface and ensure a clean edge between the grass and dirt sections of the field. Stripe the grass section of the softball field after the first such grooming of the calendar year and then once each month thereafter through September 30.

(e) Bicycle Paths/Sidewalks: On a weekly basis, pick up Trash and sweep or blow debris off bicycle paths and sidewalks as needed.

(f) Playground Areas: Every other week, or more frequently if needed, pick up Trash. Rake materials to a twelve-inch (12") depth under swings, slides, and other structures every other week, or more frequently if needed. Report the need for any additional material to maintain appropriate depths immediately to the District with an estimate for providing such. Any additional material application shall be performed after approval by the District and under a separate Work Order. Report any damage or graffiti to the District Manager immediately.

(g) Gazebo - Community Park: Every other week or more frequently as needed, pick up Trash and sweep or blow debris off sidewalks within the pavilion area. Report any damage or graffiti to the District Manager immediately.

(h) Parking Lots and Adjacent Areas: Pick up Trash weekly. Report any damage or graffiti or unattended vehicles to the District Manager immediately.

Section 9 Pickup of Trash - General: EDI is responsible for picking up Trash on a weekly basis. EDI shall ensure that all trash receptacles have an internal removable can and a plastic removal

liner (trash bag). When a trash receptacle has a removable lid, it shall be EDI's responsibility to ensure that the lid is properly in place and secured with a locking cable. EDI shall order and stock all materials, including trash bags and dog waste bags, at EDI's cost. EDI shall pick up and remove Trash from the site per the following seasonal schedule and pursuant to the following guidelines:

(a) Summer (April 1 through October 15): Trash receptacles shall be emptied once weekly, or more frequently as needed, as set forth in Exhibit B with extra pick-ups the last working day before and the first working day after the following holidays: Memorial Day, Labor Day, and Independence Day. Trash shall be disposed of as directed by the District. EDI shall provide a fixed price per receptacle for additional Trash pick-ups as required by the District.

(b) Winter (January 1 through March 31 and October 16 through December 31): During the winter months EDI shall pick up Trash on all Property on a weekly basis.

(c) Dog Waste Dispenser Stations: Inspect dog waste dispenser stations and remove and dispose of waste on a once weekly basis year-round or more frequently if needed. Fill dispensers as needed, removing any debris, animal waste, and grass or weeds. Minor repairs of dog stations shall be performed as part of the basic services. EDI shall recommend full replacement of dog stations that require more than minor repairs. EDI shall recommend additional pick-ups or additional dog stations for high traffic areas if deemed necessary.

(d) Fishing Line Disposal Stations: Inspect fishing line disposal stations and dispose of waste once weekly year-round. Minor repairs shall be performed as part of the basic services. EDI shall recommend replacement of stations requiring more than minor repair.

(e) Vehicular Use: Vehicles used for Trash pick-up shall be confined to paved surfaces except for temporary parking at the side of a path to avoid blocking pedestrians. If EDI requires vehicles to drive off paved surfaces, EDI must receive special permission in writing from the District. All vehicles used for Trash pick-up must be quiet and non-polluting, such as electric vehicles. In picking up Trash, EDI shall confine any vehicle or motorized equipment used for such purpose to only the paved areas of the District and shall avoid traversing on any non-paved areas unless EDI or vendor has obtained an access permit from the District.

Section 10 Trash Pick-up In Specified Areas: EDI shall pick up and remove Trash on a weekly basis.

(a) Turf Areas: Prior to mowing, EDI shall pick up Trash on the property and adjacent streets.

(b) Park Areas: EDI shall remove Trash accumulated around courts, play areas, mulch beds, walks and paths, and pond perimeters.

(c) Natural, Non-Irrigated Areas: EDI shall remove Trash from non-irrigated and natural areas.

(d) Little Willow Creek: EDI shall remove Trash from Little Willow Creek and drainages with an emphasis around storm drain outlets.

(e) Ponds: Trash collecting within the irrigation pond (Crystal Lake in Arrowhead Shores neighborhood) and other ponds shall be removed twice per year (May and November). This may require the use of small non-motorized watercraft. EDI shall provide a fixed price for additional clean-ups as directed by the Board.

Section 11 Damage to Landscape Improvements: EDI shall provide protection to any material, trees, shrubs, fences, or other landscape improvements that may be subject to repetitive contact with maintenance equipment. At all times EDI shall be alert for damages to or theft of any Landscape Improvements, including but not limited to plant stock, turf, ground cover, benches, picnic tables, trash receptacles, play equipment, shelters, irrigation equipment, regardless of cause, including, but not limited to, fertilization, fungus, disease, irrigation, improper maintenance, storm damage, dumping of debris, graffiti, or vandalism. When such is identified, EDI shall immediately notify the District Manager of the condition and convey locations and pictures, if practicable, and recommend corrective action.

Any Landscape Improvements damaged by EDI's operations shall be repaired or replaced at the expense of EDI. Any Landscape Improvements having sustained damage prior to the commencement of the term of the Agreement shall be documented in writing to the District Manager and shall include print or digital photographs where appropriate.

The fences along the major roads (Village Circle East, Village Circle West, Rampart Range Road) are not owned by the District. They are owned and maintained by individual landowners. Fence issues such as fences falling into the property shall be brought to the attention of the District Manager.

Section 12 Winter Services: During the winter months of January, February, March, October, November, and December, EDI shall provide the following services:

(a) Winter Watering: Should there be extended periods of drought which may lead to plant or tree stress, such plants and trees shall be watered. As required under Section 3, fifteen (15) new trees shall be watered under the Base Landscape Services. Additional plants and trees shall be watered for a pre-approved Additional Services fee. Ground cover areas shall be watered lightly, if so warranted, for a pre-approved additional fee, billed separately.

(b) Winter Watering Turf: Turf shall be watered as far into the fall as weather permits. Should there be extended dry periods during the winter, turf shall be watered either by pressurizing the sprinkler system and then re-winterizing or irrigating turf area using hoses attached to fire hydrants for an additional fee, billed separately.

Section 13 Graffiti Removal: EDI shall be responsible for removal of graffiti when and wherever it occurs within the District's boundaries. EDI will bill time and materials for this Additional Service. EDI shall take photos of the graffiti before removal and the cleaned area after the removal. EDI shall include any graffiti removal services in the applicable monthly report to the Board, with

the photos. Graffiti removal chemicals shall be environmentally friendly and not pose a risk to people or animals.

Section 14 Geographic Information System (GIS) Services: The District is utilizing a GIS system that is administered by an independent contractor, IMEG. EDI shall be responsible for recording work performed in the GIS. Photos, equipment information, services performed, shall be recorded or verified when EDI personnel are in the District performing the Services or Additional Services outlined in this Agreement. EDI shall use District provided equipment for recording information in the GIS. EDI shall ensure data is uploaded at least once a week by connecting to a Wi-Fi network or other means. EDI may charge and store the GIS equipment in an on-site location designated by the District. GIS training shall be provided by the District; training time is included in the Base Landscape Services and shall not be billed to the District. EDI shall be solely responsible for the cost of replacing any GIS equipment that is lost or damaged as a result of the intentional, reckless, or negligent acts or omissions of any of the EDI Parties.

ARTICLE III ADDITIONAL SERVICES

From time to time the District may request that EDI provide Additional Services not included within the scope of the Base Landscape Services. Prior to providing any Additional Services, EDI will obtain approval from the District. Oral discussions between a District Board member or the District Manager and an EDI employee shall not constitute authority to perform Additional Services until it is memorialized through an approved Work Order. Additional Services shall be provided in accordance with agreed upon rates and charges, pursuant to an approved Work Order. In addition, Work Orders may include services not otherwise described in this Scope of Work.

EXHIBIT A
DISTRICT BOUNDARY MAP



EXHIBIT B
**BASE LANDSCAPE SERVICES AND
 COMPENSATION AND ADDITIONAL SERVICES**

1. BASE LANDSCAPE SERVICES

“Base Landscape Services” includes the following 12-month Base Landscape Services and the Porter Landscape Services for a total Contract Price of \$326,742.00.

SERVICE	FREQUENCY/ NUMBER	TIME OF YEAR
Site Inspections	Monthly	January - December
Irrigated turf area mowing (mow, trim, blow)	Weekly/As Needed	April - October
Edging-Irrigated Turf Areas	Every Two Weeks	April - October
Fertilization-Irrigated turf areas	1 or 3	Spring or Spring/Summer/Fall
Broadleaf Weed Spray-Irrigated Turf Areas	3	Spring/Early Summer/Late Summer
Core Aeration-Irrigated turf areas	1	Spring
Leaf Removal	1	November - December
Beauty-band mowing (mow, trim, blow)	As Needed	April - October
Fence line mowing (mow, trim)	As Needed	June - October
Non-irrigated turf area mowing (mow, trim, blow)	1	March
Sledding hill area mowing (mow, trim, blow)	1	September
Shrub/Tree Pruning (under 10’)-Aesthetic	2	March/June
Winter watering of new trees	Weekly/As Needed	October - April
Wood mulch application	1	Spring
Chemical Weed Control- Ground Cover, Flower & Rock Beds. Sidewalks and Curb/Gutter	Monthly/As Needed	April - October
Manual Weed Control- Ground Cover, Flower & Rock Beds	Weekly/As Needed	April - October
Flower deadheading	Weekly/As Needed	April - October
Spring Clean Up-Landscaped areas	1	April
Fall Clean Up-Landscaped areas	1	October
Irrigation Activation	1	April
Irrigation system checks	Weekly	April - October
Irrigation system adjustments	As Needed	April - October
Irrigation system repairs	As Needed	April - October
Pond level monitoring/maintenance	Twice Weekly	April - October
Irrigation pump inspection	Weekly	April - October
Backflow inspection	1	Spring
Irrigation Winterization	1	October
Winter watering (plants/trees)	As Needed	October - March
Winter watering (turf)	As Needed	October - March
Tennis/Basketball Court maintenance	Weekly	January - December
Volleyball Court maintenance	Weekly	April - October

Skate Park maintenance	Weekly	January - December
Skate Park pressure wash	1	April
Softball field grooming	Weekly	April - September
Softball field striping	Monthly	April - September
Bicycle path cleaning	As Needed	January - December
Playground maintenance (cleaning/raking)	Weekly	January - December
Gazebo cleaning	Weekly	January - December
Trash pick-up-Landscaped Area (Summer)	Twice Weekly	April - October
Trash pick-up-Landscaped Area (Winter)	Weekly	November - March
Dog waste pick-up	Twice Weekly	January - December
Litter removal (on the ground and pond edges)	Weekly	January - December
Litter removal (within ponds)	2	May/November

2. COMPENSATION

Below is an itemized account of all services that you've requested, along with each service's associated price. These services would be performed by the weekly services team, or by specialists with proficiency in each discipline of landscape maintenance. For example, fertilization and weed control will be performed by our Certified Applicators.

12 Month "Base" Landscape Services and Pricing

Landscape Service	Price	Description
Mow, Trim, Edge, Blow (26)	\$ 89,475	Every other week April and Oct.; weekly May - Sept.
Turf Fertilization (3)	\$ 19,453	Spring, Summer and Late Summer. Better NPK formulation and effectiveness than 1X application
Turf Weed Control (3)	\$ 4,644	Pre and Post-emergents
Turf Aeration (1)	\$ 1,500	Performed in Spring and Fall. Little value by aerating in fall before turf goes dormant then again in spring after dormancy
Leaf Removal (1)	\$ 3,413	Performed with last mowing of year and when majority of leaves fall pending concentration
Beauty Band Mow (4)	\$ 6,910	Adjacent to trails. Mow when exceeds 7"
Fence Line Mow (2)	\$ 11,580	8' wide strip. Based on growth and maintaining proper fire break. Timing crucial
Native, Non-irrigated Turf and sledding hill mow (1)	\$ 6,673	Completed late summer
Shrub / Tree Prune (2)	\$ 7,613	Early spring and mid-summer
Bed Pre-emergent Spray (1)	\$ 3,048	Performed in early spring
Bed / Hardscape Weed Control and flower dead-heading (26)	\$ 8,838	Includes both hand pulling and spraying of post-emergents. Timing is crucial to stop on schedule and maintain standard
Spring Cleanup (1)	\$ 4,270	For winter accumulated landscape debris, includes trimming of ornamental grasses and perennials
Irrigation Activation (1)	\$ 2,479	Timing weather dependent
Irrigation System Checks, Adjustments, Repairs, Pump and Pond Monitoring (Weekly)	\$ 127,790	Includes dedicated technician all week and support technician for repairs. Repairs to include all valves, lateral lines, irrigation heads and drip emitters. Irrigation controller replacements, damage and vandalism by others and main line repairs to be billed at T&M rates
Irrigation Winterization (1)	\$ 4,301	Performed as weather dictates
TOTAL BASE	\$ 301,987	

The services below will be performed by an exclusively dedicated, full-time (40 hours per week) Porter.

12 Month "Porter" Landscape Services and Pricing

Landscape Service	Price	Description
Sport Court Maintenance (30)	\$ 1,180	Weekly April - October - possibly less
Volleyball Court Maint (8)	\$ 300	Monthly April - October
Skate Park Maintenance (8)	\$ 350	Monthly April - October; otherwise inspect and treat
Skate Park Power Wash(1)	\$ 370	Contractor to supply equipment
Drag Softball Infield (8)	\$ 650	Monthly April - October or after rain
Line Softball Field (6)	\$ 645	We will supply equipment
Bicycle Path Cleaning (12)	\$ 2,470	Monthly April - October
Playground & Gazebo Maint (15)	\$ 1,200	Every other week April - October; otherwise inspect and treat. Graffiti removal to be bid as separate proposal
Wood Mulch Application (1)	\$ 2,950	includes 35 cubic yards of shredded mulch
Summer Grounds Policing (30)	\$ 1,950	Weekly April - October; need to preform thoroughly so that weekly is sufficient
Pet Stations (104)	\$ 7,900	Check each station weekly and change bags where necessary
Winter Grounds Policing and Litter Removal (22)	\$ 4,050	Weekly November - March
Litter Removal Ponds (2)	\$ 740	Spring and summer

TOTAL CONTRACT VALUE \$ 24,755.00

TOTAL BASE \$ 301,987

TOTAL PORTER \$ 24,755.00

GRAND TOTAL \$ 326,742

The total contract price shall be paid in accordance with the following monthly schedule:

January (5%)	\$16,337.10
February (5%)	\$16,337.10
March (5%)	\$16,337.10
April (10%)	\$32,674.20
May (10%)	\$32,674.20
June (10%)	\$32,674.20
July (10%)	\$32,674.20
August (10%)	\$32,674.20
September (10%)	\$32,674.20
October (10%)	\$32,674.20
November (10%)	\$32,674.20
December (5%)	\$16,337.10

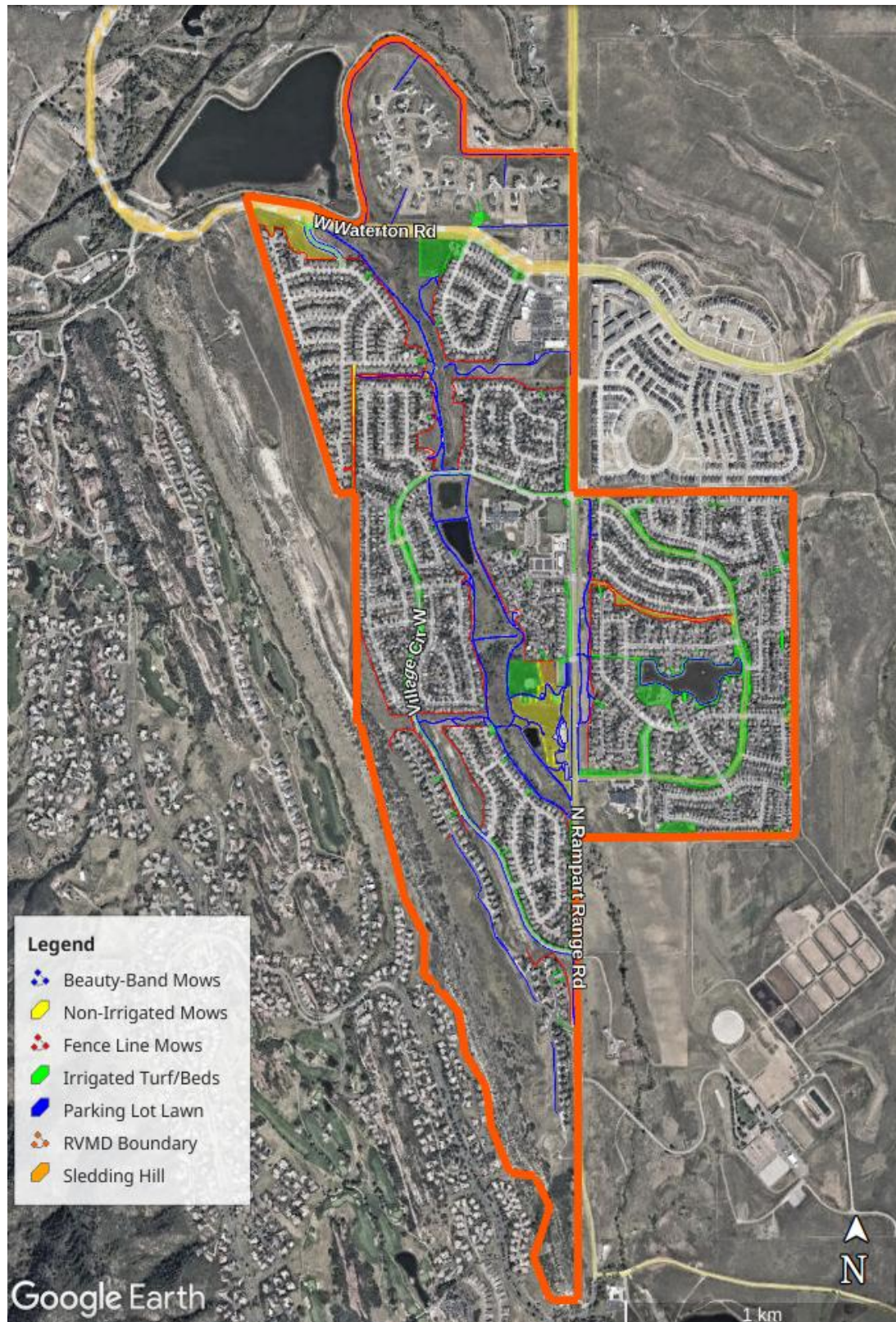
Total:	\$326,742.00
---------------	---------------------

3. ADDITIONAL SERVICES

Additional Services Not Included in Contract Price:

SERVICE	FREQUENCY/ NUMBER	COST/RATE
Native Area Mowing - Additional	Upon Approval	\$45 / acre
Annual Flower Installation and Maintenance	Upon Approval	\$18 / Sq. Ft.
Irrigation System Repair (after contracted 80 hours per month)	Upon Approval	\$85 / hr
Insect and Disease Control	Upon Approval	\$135 / hr
Tree Wrap/Unwrap	Upon Approval	\$8 / tree
Winter Watering Each	Upon Approval	\$150 / hr (includes water)
Tree Pruning	Upon Approval	\$105 for Certified Arborist
Large Debris Removal	Upon Approval	\$70 / hr
Holiday Lights /Decorations Set-up and Removal	Upon Approval	\$85 / hr
Trash Pick-up - Additional	Upon Approval	\$85 / hr (dump / disposa fees separ

EXHIBIT C
LANDSCAPE MAINTENANCE MAP



ATTACHMENT 2

Department Of Public Health And Environment - Air Quality Control Commission Regulation Number 29, Emission Reduction Requirements for Lawn & Garden Equipment 5 CCR 1001-33

PART A Emission Reduction Requirements for Lawn and Garden Equipment

I. Applicability and general provisions

- I.A. This part applies to the federal government, state government agencies, and local governments that use lawn and garden equipment, as defined in Section II.
- I.B. The use restrictions in Section III. do not apply to lawn and garden equipment.
 - I.B.1. Used for the purpose of abating or preventing damage during a declared emergency or equipment used by first responders to provide emergency services.
 - I.B.2. Used for the purpose of fire hazard reduction and post-fire recovery activities in or near the wildland areas or the wildland urban interface.
 - I.B.3. Used for the purpose of riparian, forest, or grassland management.
 - I.B.4. Used for public safety purposes.
- I.B.5. Nothing in this Section I.B. limits the applicability of the recordkeeping and reporting provisions in Section IV.I.C. Severability. If any section, clause, phrase, or standard contained in these regulations is for any reason held to be inoperative, unconstitutional, void, or invalid, the validity of the remaining portions thereof will not be affected and the Commission declares that it severally passed and adopted these provisions separately and apart.

II. Definitions

- II.A. "Federal government" means the United States and any department, agency, or instrumentality thereof as those terms are used in 42 U.S.C. § 7604(e) (February 16, 2024).
- II.B. "Landscaping" means decorative or protective vegetation that enhances appearance surrounding buildings or roadways; areas that enhance appearance and create useable space for outdoor activities around a home; a planned outdoor space set aside for cultivation, display, and enjoyment of herbs, fruits, flowers, vegetables, trees, or ornamental shrubs.
- II.C. "Lawn and garden equipment" means equipment whose primary purpose is to assist with cleanup or maintenance of a lawn or garden area of a property. Examples of this type include, but are not limited to:
- II.C.1. Aerators.
 - II.C.2. Brush cutters.
 - II.C.3. Chainsaws.
 - II.C.4. Dethatchers.
 - II.C.5. Edgers.
 - II.C.6. Generators, when used for lawn and garden services (e.g., charging or operating electric equipment).
 - II.C.7. Hedge trimmers.
 - II.C.8. Leaf blowers.
 - II.C.9. Power washers.
 - II.C.10. Push lawn mowers.
 - II.C.11. Pruners.
 - II.C.12. Rotary tillers.
 - II.C.13. String trimmers.
 - II.C.14. Wood splitters.
- II.D. "Lawn and garden services" means landscaping services, grass/lawn mowing, weeding, grass/lawn trimming, removal and disposal of debris and trash, leaf cleanup and removal, planting or maintenance of any plants (e.g., trees, bushes, hedges, shrubs, flowers, other plants). Lawn and garden services do not include activities such as forest or grassland management.
- II.E. "Local government" means municipalities, county governments, city and county governments, public school districts, and special districts.

- II.F. "Municipality" means a city or town as defined in § 31-1-101(6), C.R.S., (2023).
- II.G. "Ozone nonattainment area" means an area within Colorado designated by the Commission and approved by the U.S. Environmental Protection Agency under the Code of Federal Regulations Title 40, § 81.306 (November 30, 2021), in which ambient air concentrations exceed the National Ambient Air Quality Standards for ozone.
- II.H. "Special district" means a quasi-municipal corporation or political subdivision as defined in § 32-1-103(20), C.R.S., (2023).
- II.I. "State government agency" means any agency, board, bureau, commission, department, division, institution, or office of the executive or judicial departments of state government, including institutions of higher education, located within the state of Colorado.
- III. Use restrictions
 - III.A. Beginning June 1, 2025, no state government agency in Colorado can use gasoline-powered push and hand-held lawn and garden equipment with an internal combustion engine smaller than 19 kW (25 horsepower) between June 1 and August 31 of each year.
 - III.B. Beginning June 1, 2025, neither the federal government nor any local government can use gasoline-powered push and held-held lawn and garden equipment with an internal combustion engine smaller than 7 kW (10 horsepower) between June 1 and August 31 of each year in the ozone nonattainment area.
 - III.C. The restrictions in Sections III.A. and III.B. also apply to lawn and garden services contracted for and provided to the federal government, a state government agency, or a local government.
- IV. Recordkeeping and reporting
 - IV.A. State government agencies, local governments, and the federal government must maintain records for five (5) years demonstrating compliance with Sections III.A. through III.C. Records must be made available to the Division upon request.
 - IV.B. On or before June 1, 2026, and June 1 of each year thereafter, all state government agencies, local governments, and federal government conducting or contracting for lawn and garden services subject to Section III. must submit information for the preceding calendar year (e.g., for the June 1, 2026, report submit information for the period of June 1, 2025, through August 31, 2025) using a Division-approved format. The report must include:
 - IV.B.1. A list of all gasoline-powered push and hand-held lawn and garden equipment with an internal combustion engine smaller than 19 kW (25 horsepower) used or potentially used by the state government agency from June 1 to August 31.
 - IV.B.2. A list of all gasoline-powered push and hand-held lawn and garden equipment with an internal combustion engine smaller than 7 kW (10 horsepower) used or potentially used by the federal government or local government within the ozone nonattainment area from June 1 to August 31.
 - IV.B.3. For the equipment listed in Section IV.B.1. and IV.B.2.,
 - IV.B.3.a. The lawn and garden equipment type, horsepower, manufacturer.

- IV.B.3.b. For gasoline-powered equipment used during the June 1 through August 31 time period, documentation demonstrating the circumstances requiring the use of such equipment such as supply chain issues, need for heavy-duty scale equipment, or a purpose listed in Section I.B.
 - IV.B.4. The company name and designated contact person for the lawn and garden services contractor(s), if applicable, and description of the services (e.g., list of activities, duration, frequency, expected equipment use) provided.
- IV.C. Each report must be accompanied by a certification by a responsible official that, based on information and belief formed after reasonable inquiry, the statements and information in the document are true, accurate, and complete.

CONSTRUCTION AGREEMENT

This Construction Agreement (“**Agreement**”), effective this [] day of December, 2025 (“**Effective Date**”), is entered into by and between Chavez Services, LLC, a Colorado Limited Liability Company (“**Contractor**”) and the Roxborough Village Metropolitan District, a political subdivision of the State of Colorado (“**District**”). The Contractor and the District are referred to collectively as the “**Parties**” and individually as a “**Party**.”

Now, therefore, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Project. The Contractor agrees to perform the work described in the bid attached as **Exhibit A** (“**Project**”). This Agreement and the attached Exhibit A, as they may be amended by any approved and signed Change Order, are referred to as the “**Contract Documents**.” If there is a conflict between this Agreement and any other Contract Documents (except for an approved and signed Change Order), this Agreement shall control.

2. Work. The term “**Work**” means all labor, materials, equipment, tools, and services necessary to perform and complete in a workmanlike manner construction of the Project in strict compliance with the Contract Documents. The Contractor agrees to perform the Work in a good and workmanlike manner in accordance with the Contract Documents and all applicable licenses and permits.

3. Contract Price. In exchange for the Contractor’s satisfactory performance of the Project, the District shall pay the Contractor a total of Eighty-One Thousand Five Hundred and Seventy-One Dollars and Eighty-One Cents (\$81,571.81) (“**Contract Price**”). The Contract Price shall be subject to adjustments for increases or decreases reflected in any approved and signed Change Order.

4. Payment. Upon the Contractor’s completion of the entire Project, the District shall set a date and time for final settlement payment. If any person or entity that has furnished labor, materials, sustenance, or other supplies used or consumed by the Contractor or a subcontractor of the Contractor in or about the performance of the Work and the Project or that supplies laborers, rental machinery, tools, or equipment to the extent used in the performance of the Work, and whose claim therefor has not been paid by the Contractor or a subcontractor, as applicable, files a verified statement of claim at any time up to and including the time of final settlement payment, the District will withhold from the payment to the Contractor an amount sufficient to pay the amount claimed due in accordance with C.R.S. §38-26-107. The District shall pay the Contractor any funds remaining after the District withholds funds to satisfy any verified statement(s) of claim timely filed with the District.

5. Performance and Payment Bond(s). The Contractor shall obtain a performance and payment bond(s) in an amount equal to the Contract Price. The cost of the performance and payment bond(s) shall be included in the Contract Price. The Contractor shall provide the District with a copy of the performance and payment bond(s) prior to commencing the Work. The

Contractor shall increase the amount of the performance and payment bond(s) to reflect any increase in the Contract Price through a Change Order(s) signed by the Parties.

6. Governmental Immunity and Indemnification.

a. This Agreement and the other Contract Documents are not intended, and shall not be construed, as a limitation on or waiver of any of the rights, privileges, immunities, limitations on damages, benefits, protections, and defenses provided to, or enjoyed by, the District and its current and former directors, officers, representatives, and agents under federal or state law, including but not limited to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

b. The Contractor shall indemnify and defend the District and its current and former directors, officers, representatives, and agents from and against any loss, liability, damage, claim, cost, or expense (including reasonable attorneys' fees, costs, and expenses) of any kind or nature whatsoever arising from or relating to any intentional or negligent act or omission of the Contractor, or any subcontractor, vendor or supplier, or any other person or entity performing any Work or any aspect of this Agreement, the other Contract Documents, or the Project. The District has the right to select its legal counsel, even though the Contractor is solely responsible for the payment of the attorneys' fees, costs, and expenses incurred by such legal counsel.

7. Changes in the Work. Changes in the Work may only be accomplished after execution of this Agreement by a Change Order. A Change Order shall be in writing and signed by the Parties. At a minimum, the Change Order shall state the change in the Work, and the amount of the adjustment, if any, in the Contract Price.

8. Permits, Fees, and Government Inspections. The Contractor shall secure and pay for all governmental fees and inspections necessary for proper execution and completion of the Work. The Contractor also shall secure and pay for all permits necessary to perform the Work; provided, that the costs of the permits are in addition to the Contract Price and shall be submitted to the District for reimbursement. The Contractor represents and warrants that it holds all licenses necessary for performance of the Work and agrees to maintain such licenses throughout the duration of the Project.

9. Insurance. The Contractor shall maintain workers' compensation insurance required on all Contractor employees with minimum coverage at least equal to the statutory minimum. The Contractor shall also maintain comprehensive general liability, independent contractor's liability, and business automobile liability insurance with minimum coverage for bodily injury in the amount of \$1,000,000 per occurrence and minimum coverage for property damage in the amount of \$1,000,000 per occurrence. All such insurance shall include the "Roxborough Village Metropolitan District" as an additional insured and shall include a provision prohibiting cancellation, termination, or alteration without thirty (30) days prior written notice to the District. The insurance also shall state that the District's insurance is not contributory. The Contractor shall provide the District with a copy of the Certificate(s) of Insurance or endorsement(s) before commencing the Work.

10. Non-Conforming Work and Warranty. For a period of one year after the date of final settlement payment, the Contractor warrants to the District that materials and equipment furnished under this Agreement will be new and of good quality, the Work and the workmanship will be free from defects, and the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, shall constitute “**Non-Conforming Work**”. If, within one year after the date of final settlement payment, Non-Conforming Work is discovered, the Contractor shall correct it promptly after receipt of written notice from the District. If the Contractor fails to promptly correct the Non-Conforming Work, the District may correct it, and the Contractor shall reimburse the District for all fees, costs, and expenses incurred in correcting the Non-Conforming Work.

11. No Assignment. Neither Party may assign or delegate any of its rights or obligations under this Agreement without the prior written consent of the other Party.

12. Attorneys’ Fees, Costs, and Expenses. In any civil action or proceeding arising from or relating to this Agreement, the Work, and/or the Project, the prevailing Party shall be awarded its reasonable attorneys’ fees, costs, and expenses, including the reasonable attorneys’ fees, costs, and expenses incurred in any appellate action and in collecting or executing upon any judgment, order, or award.

13. Governing Law, Jurisdiction, and Venue. Colorado law governs this Agreement. Jurisdiction and venue shall lie exclusively in the District Court for Douglas County.

14. Miscellaneous. This Agreement is the entire agreement between the Parties and there are no oral or collateral agreements or understandings. This Agreement may only be amended by a document signed by the Parties. If any provision is held invalid or unenforceable, all other provisions shall continue in full force and effect. Waiver of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach of this Agreement. This Agreement is not intended to, and shall not, confer rights on any person or entity not named as a party to this Agreement. This Agreement may be executed in counterparts and by facsimile or electronic PDF, each of which shall be deemed an original and all of which shall constitute one valid and binding instrument.

[Signature Page Immediately Follows]

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the Effective Date.

**ROXBOROUGH VILLAGE METROPOLITAN
DISTRICT**

By: _____
Ephram Glass, Board President

CHAVEZ SERVICES, LLC

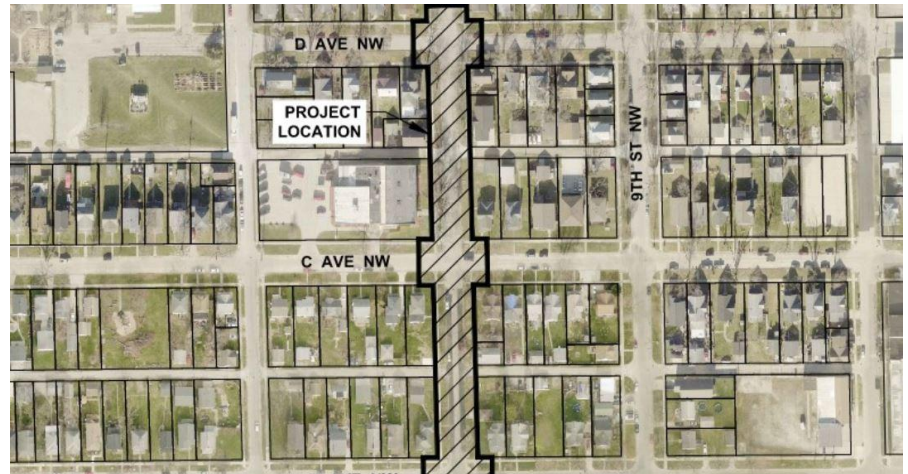
By: _____
Ermilo Chavez, Manager

EXHIBIT A **BID**

		Estimate By: Ermilo Chavez 990 S. Garrison St Lakewood, CO 80226 Cell No. 720-308-2926	
		Date: 7/31/2025	Estimate No. E2024272R5
Client Name / Address Roxborough Village Metro District Ephram Glass		Project Location: Main Parking at 7671 N. Rampart Rd Roxborough Metro District <u>Farnsworth Option 2</u>	
Task Description	Qty	Rate	Amount
1. Asphalt saw cutting.		LS	\$1,250.00
2. Pavement Demolition - includes hauling and disposal expenses. 6" maximum thickness.	2400 square ft	\$2.65	\$6,360.00
3. Concrete Demolition - includes hauling and disposal expenses. 6" maximum thickness.	45 square ft	\$2.65	\$119.25
4. Earthwork - excavate 43 CY and remove approx. 32 cubic yards of soil, hauling, and disposal fees. Compaction to 95% standard proctor density. (3000 sf max. area)		LS	\$9,200.00
5. New concrete landing 42 sf landing with monolithic keyway, 4500 psi concrete with fibermesh reinforcement.		LS	\$ 900.00
6. New concrete sidewalk, 6" thickness, 4500 psi concrete with fibermesh reinforcement.	488 sf	\$ 12.60	\$ 6,148.80
7. New concrete keyway along edge of sidewalk, (turned down curb), 6" thickness x 12" below grade, 4500 psi concrete with fibermesh reinforcement.	55 lf	\$ 21.00	\$ 1,155.00
8. Place new asphalt pavement, using 1/2" and 3/4" hot mixed asphalt. Bottom lifts to be 3/4" mix and top lift to be 1/2" mix., 6" max. total thickness.	2400 square ft	\$9.00	\$21,600.00
9. Crack fill repairs at existing asphalt.		LS	\$ 5,229.00
10. Seal coat, 2 coats at new asphalt and existing asphalt .	34812 sf	\$ 0.48	\$ 16,709.76
11. Striping including handicap spaces.		LS	\$ 1,050.00
12. Place new concrete wheel steps.	5 Ea.	\$ 158.00	\$ 750.00
13. Seeding and mulching.	352 sf	\$ 3.50	\$ 1,232.00
14. Erosion control blankets.	352 sf	\$ 2.75	\$ 968.00
15. Mobilization, traffic control, and general conditions.		LS	\$ 6,000.00
16. Bonding expenses.		LS	\$ 2,900.00
Total Estimate			\$81,571.81

**SCOPE OF SERVICES
AND PROPOSAL
For Roxborough Village Metropolitan District**

**Ephram Glass
Director
Roxborough Village
Metropolitan District**



**Ken Demlow, Derrik Mills, and Irena Stevens
HR Green, Inc.
5613 DTC Pkwy #950
Greenwood Village, CO 80111
Phone: (720) 602-4999**

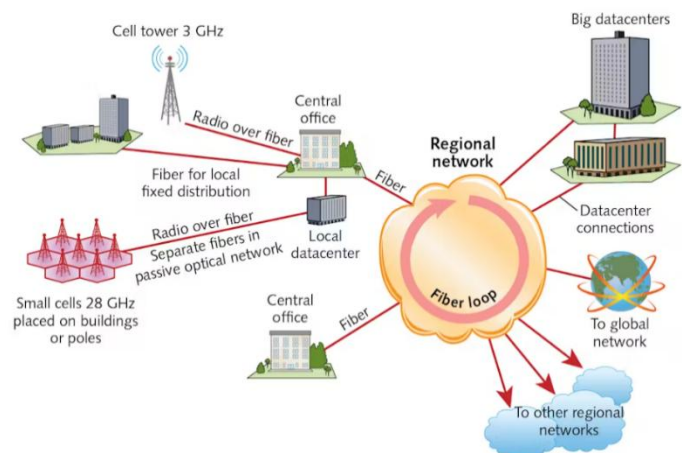
December 10, 2025

Project Understanding

The Roxborough Village Metropolitan District seeks to improve broadband and cellular service for residents, businesses and anchor institutions in the Roxborough Village Metropolitan District boundary. This step in that process is to formally engage Internet Service Providers (ISPs) and cellular providers through a Request For Expressions of Interest (RFEI) to determine their level of interest and timelines in building telecommunications infrastructure in the District. Having responses from them will help the Metropolitan District in decisions moving forward regarding telecommunications.

Key components of this project will be:

- **Outreach to Providers** – In an effort to get a good number of responses, HR Green will create a list of providers in the area and let them know an RFEI will be released. The RFEI should also be advertised in channels the District uses for vendor solicitation.
- **RFEI Development** – HR Green will work with the District to write an RFEI that will generate interest from incumbents and new providers and that is also designed to solicit the information the District needs to make decisions.
- **RFEI Process** – next, with the District, HR Green will answer respondent questions and evaluate RFEI responses to provide industry insights to the District. If there are follow-up questions and negotiations, HR Green will work with the District to maximize those discussions. HR Green will also provide recommendations for next steps in a final report.



Project Approach

The approach for phase of broadband improvement is to lead the process and discussions regarding provider broadband investments to determine (as best as possible) when or if broadband and cellular coverage will be improved in the District. This knowledge will help determine and formulate further possible phases.

To do that, it is important to generate interest from providers, including those who already have infrastructure in the District and/or are planning to extend or upgrade their networks and others who might come in for the first time. Once there is a good pool to send the RFEI to, writing the RFEI, answering their questions, receiving their responses, evaluating those responses and having follow up conversations with respondents for any clarifications are all important to have good information to make future decisions.

Lastly, HR Green will summarize results and findings in a final report that will include our observations and next steps we think could flow from the clarified responses.

Scope of Work and Tasks

Task 1 – Kickoff Meeting

We recommend beginning the process with a kickoff meeting in which we discuss the process, determine paths of communication, finalize the planned schedule and clarify the goals and risks. We recommend that any personnel who will supply data or technical assistance in the project be included in this meeting.

▷ DELIVERABLE:

- One agenda for the kickoff meeting
- One kickoff meeting
- Notes and assignments from the kickoff meeting

Task 2 – Cellular and Internet Service Provider Initial List Development

HR Green utilizes industry tools and relationships to develop a list of potential RFEI respondents. We will discuss this list with the District leadership to see if there are any that should be added to or removed from the list.

▷ DELIVERABLES:

- Cellular and ISP provider list to receive the RFEI

Task 3 – RFEI Development

HR Green will work with the District to develop the information and strategic focus of the RFEI. We have templates to work from to make the process easier but having the best information possible and the right strategic focus are essential.

With the above information, HR Green will write a draft of the RFEI for the District's edits and approval. Once any edits are made, we will write the final RFEI for distribution.

▷ **DELIVERABLES:**

- RFEI draft and final documents

Task 4 – RFEI Advertisement

There are two main steps in RFEI distribution. It should be sent to the cellular and internet service providers on the list from Task 2 and it should be advertised in whatever channels the District uses to solicit vendors. There are

▷ **DELIVERABLE:**

- RFEI distribution to cellular and internet service providers with a record of who it was sent to and date of distribution.

Task 5 – RFEI Process Management

There are three main parts in managing the RFEI process: 1. Answering respondent questions; 2. Receiving and evaluating responses; 3. Any conversations needed to clarify responses. HR Green typically sets a questions deadline and distributes questions and answers to all potential respondents shortly after that deadline. We work bring any questions and our potential answers to the District for edits and approvals, then send them to the potential respondents.

HR Green also notes the date and time responses are received to ensure they were in by the RFEI deadline. After they are received, we distribute responses to the District and provide our evaluation of each response.

Often responses require a follow up conversation with the respondent to clarify details in their responses. HR Green will list questions we and the District have to initiate those discussions.

▷ **DELIVERABLE:**

- Technical Memorandum draft and final to answer respondent questions (and distribution to the potential respondents)
- Report of Findings of all responses and if they were submitted by the due date and time
- List of questions to discuss with individual respondents and a follow up conversation with each (as needed)
- Report of Findings of HR Green's evaluation of responses

TASK 6 – Final Report With Recommendations

HR Green will provide a final report that includes the RFEI, the responses received and our recommendations for next steps based on the responses. Based on responses, our recommendations could range from possible steps to take with providers and/or actions the District might take on your own.

▷ **DELIVERABLES:**

- Final Report with Recommendations

PROJECT PRICING

Phase / Task	Costs
Task 1 – Kickoff Meeting	\$810
Task 2 – Provider Initial List	\$1,280
Task 3 – RFEI Development	\$3,210
Task 4 – RFEI Advertisement	\$1,280
Task 5 – RFEI Process Management	\$4,820
Task 6 – Final Report With Recommendations	\$8,040
TOTAL	\$19,440

Travel will be billed separately and will not exceed 10% of the project

Subsequent Option

As we discussed in our meeting December 8, 2025, there are potential next steps, depending on the results of the RFEI. Those options could include:

- Survey – if it seems like the provider responses might not meet the needs of the citizens, businesses and anchor institutions, it could be helpful to conduct a survey to get a clear picture of needs and people’s willingness to purchase services from another provider (which could include the District if the District considers that). Other questions could be asked in that survey if there is other information the District wants from constituents.
- Smart applications that can utilize any network that is constructed (provider or District).

Below is more information about these two options.

HR Green Survey Tools

HR Green has conducted many surveys across the Country. Surveys require development of survey questions, loading them into our geospatial survey software, promotion of the survey and analysis of results.

A survey of citizens, businesses and anchor institutions provides an important source of data in a broadband study and analysis process that can be utilized in several significant ways:

- Real data: The information in Federal and State maps is reported by the providers and goes through several steps to get to the maps we see. There are several opportunities in that process for the data to be incorrect. We have worked with providers who had mistakes in their reports. We have also found where the data was entered incorrectly at some point in the process. Survey data is a concrete, ground-truthed source of information to check the other data sources that are used in broadband decisions.
- Refute maps: Survey data can, then, be used to challenge the maps, if they are incorrect. To improve the maps if they are wrong, there needs to be actual, good data. The survey, if done correctly, can provide that information. Most Federal and State processes will include an opportunity to supply data to improve or correct maps – a survey is one of the strongest ways to do that.
- High-level Design (HLD): If there are possibilities to explore options of possible network builds, there may be a need to do a high-level design of ways to improve broadband. An HLD requires addresses to design to. Survey addresses are some of the most accurate points to design to.
- Providers: Survey information is important to providers. Having a clear picture of broadband needs and what potential clients are looking for is valuable information for providers. Also, if they are considering installing broadband infrastructure to help solve broadband issues, a detail design will have to be done. The addresses in the survey information help them know that their designs will be accurate. Both the potential customer information and a confirmation of accurate addresses are valuable enough to be part of the conversation with providers.

The survey will include a detailed list of questions to capture the data needed to statistically evaluate the status of the market. A survey link will be provided for citizens and local businesses that will need to be

promoted through all available channels. The community may choose to allow alternative methods for gathering survey data, including paper surveys, at an additional cost.

HR Green has recommendations for needed information but feel it is important to collaborate with community leadership to determine the questions to ask. Typically, this survey requests information about phone, television and Internet services (who is the provider, costs for service, what they like and dislike today or would wish for in the future, how broadband services are used, etc.). We also ask respondents to take a speed test to gain a clear knowledge of actual broadband speeds in the community.

The survey will also seek to measure attitudes about what, if any, role constituents believe the community should play in improving broadband services where needed.

In addition to gathering statistical data, the survey serves another, very important civic role. Several opportunities are given for citizens to share anecdotal evidence of their experience with broadband services and attitudes about possible solutions. Citizens thus feel that their concerns are being listened to, increasing the chances that they will buy into any solutions that meet those concerns.

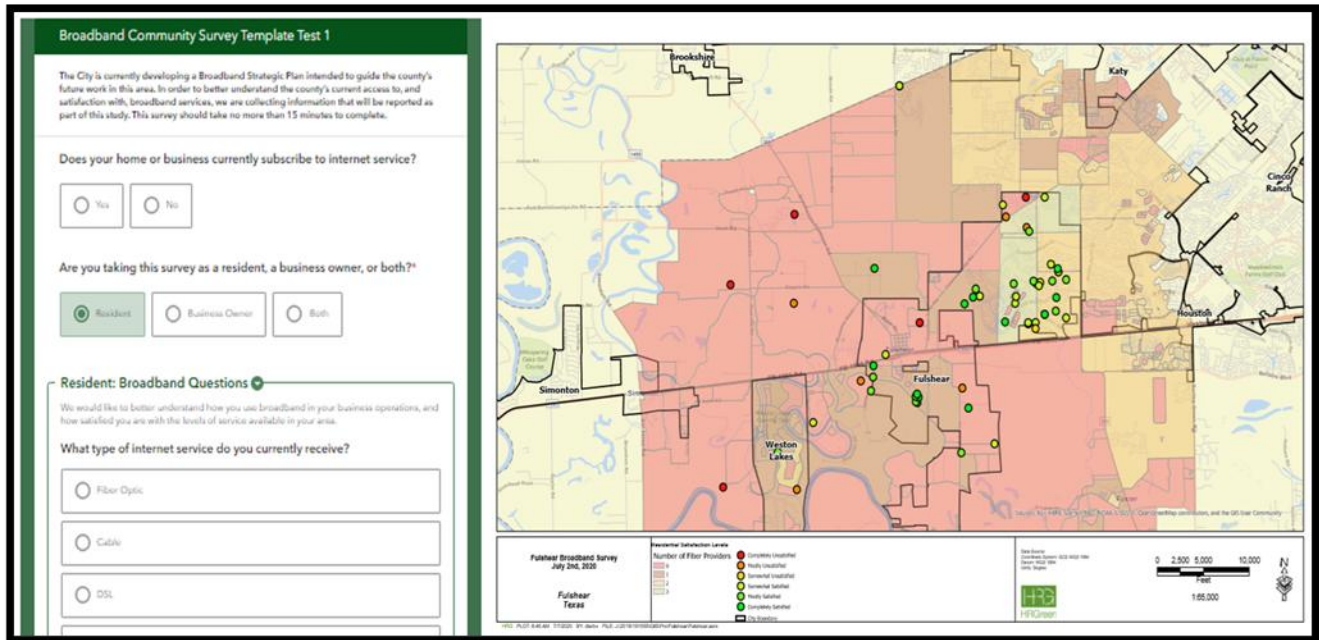
HR Green utilizes a GIS based survey platform. This provides another way for community leadership to be directly involved in the process. A link will be given to staff through which they can see the progress of survey responses.

Two of the main keys to the success of a survey are the avenues the community has to reach constituents and how the community promotes the survey. We provide samples of wording for press releases, social media posts, emails, etc. The degree to which the community has and uses channels to reach the citizens and businesses will have a significant impact on results. This is, truly, a collaborative effort.

DELIVERABLES

- GIS based survey
- Link to survey results
- Report of Findings of survey results

The map below contains several pieces of data that were helpful to one of our clients. It contains survey results for that particular community, areas that are considered eligible in the current eligibility map for that state and areas that had received previous grants.

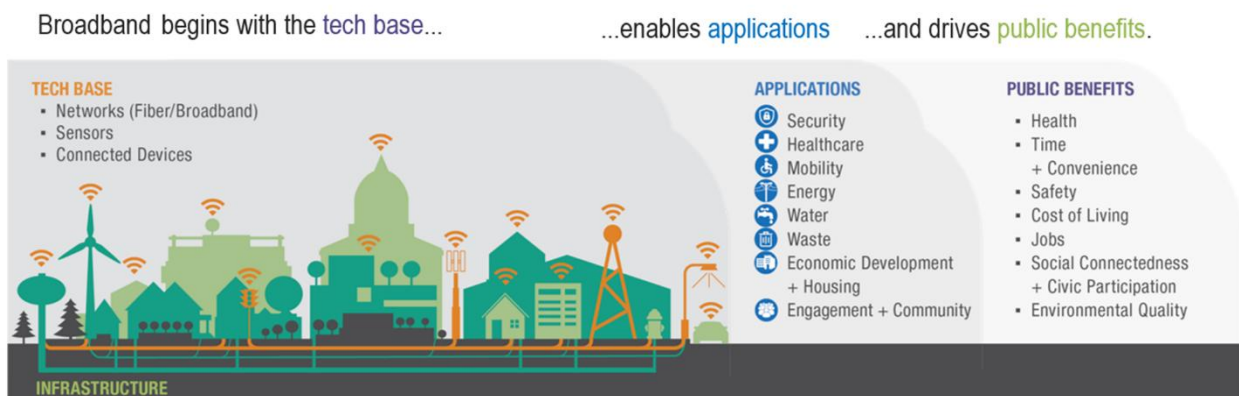


Smart Applications

As Steven Covey mentioned, it is critical to “Begin with the end in mind.” For us, that means designing capacity and connection points in the network to allow it to be used in as many ways as possible. The key concept is to think in terms of a network being the base that many different applications can be “plugged into”. For example, for a citizen to use the network to connect to the internet, it requires equipment in their home and equipment back at a central location (usually called the “Central Office”).

The critical thing to maximizing a network is realizing that there are several things that can be the end point. For example, traffic signal control systems utilize the same network and can be thought of as simply a different end point than what is in a house. Another example could be renewable energy controllers. Smart sensors and controllers are another important emerging set of end points.

The graphic below shows this way of understanding a network.



In Colorado, some incredibly important smart topics are:

- Fire warning and controllers
- Water management, leak protection monitoring.

Again, these are applications that plug into the “tech base” or the network.

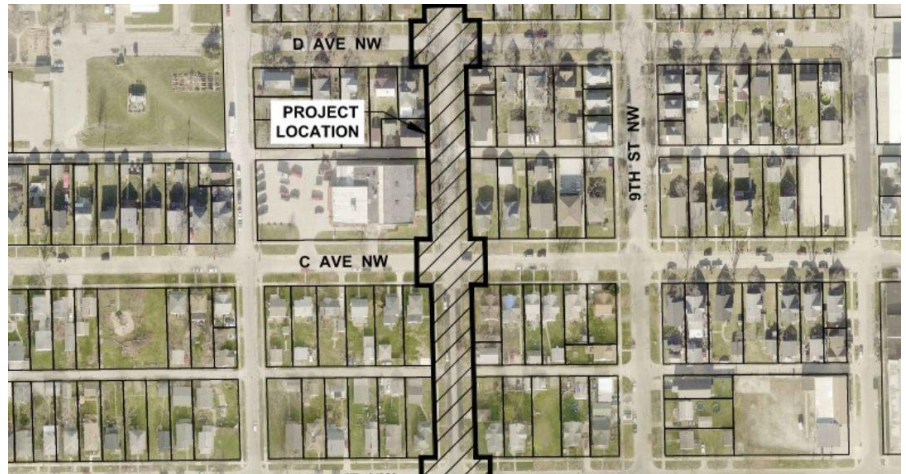
5G and Small Cell, cellular systems and CBRS also require a network to maximize their speed and usefulness. The data comes into the cells and has to be “backhauled” or digitally transported to where it will be utilized. Also, a network can be utilized as a “middle mile” to get to another network in a neighboring community if there is available capacity (it was designed with excess capacity).

An incredibly significant consideration for the network owner (whether the owner just owns the infrastructure and someone else operates it or for an owner operator) is all of the above smart opportunities can be revenue streams for the network. The industry term is that every use of the network can help “monetize” it.

Lastly, there are typically grants for many of the above use cases, all of which can lower the cost for the construction and possibly operations of the network.

**SCOPE OF SERVICES
AND PROPOSAL - SURVEY
For Roxborough Village Metropolitan District**

**Ephram Glass
Director
Roxborough Village
Metropolitan District**



**Ken Demlow, Derrik Mills, and Irena Stevens
HR Green, Inc.
5613 DTC Pkwy #950
Greenwood Village, CO 80111
Phone: (720) 602-4999**

December 11, 2025

Project Approach

The approach for phase of broadband improvement is to offer a survey to residents, businesses and anchor institutions to obtain specific data that can be used to:

- More accurately understand the current broadband circumstances (this is essential to understand the problems and possible solutions)
- Determine revenue potential if a new network is needed
- Develop a map of addresses
- Possibly explore the community's appetite for broadband change (and support for different possible solutions)
- The survey could also be used to ask other questions the District would like to know on other topics (it can be divided into sections), if that would be useful

Scope of Work and Tasks

Task 0 – Kickoff Meeting

We are not adding budget for a kickoff meeting. Since we are considering other projects (like the RFEI), these can be done in one kickoff.

Task 1 – Question Development

HR Green will work with the District to develop a detailed list of questions to capture the data needed to statistically evaluate the status of the market. HR Green has recommendations for needed information but feel it is important to collaborate with community leadership to determine the questions to ask. Typically, this survey requests information about phone, television and Internet services (who is the provider, costs for service, what they like and dislike today or would wish for in the future, how broadband services are used, etc.). We also ask respondents to take a speed test to gain a clear knowledge of actual broadband speeds in the community.

The survey will also seek to measure attitudes about what, if any, role constituents believe the community should play in improving broadband services where needed.

In addition to gathering statistical data, the survey serves another, very important civic role. Several opportunities are given for citizens to share anecdotal evidence of their experience with broadband services and attitudes about possible solutions. Citizens thus feel that their concerns are being listened to, increasing the chances that they will buy into any solutions that meet those concerns.

The District can also use this survey to ask other questions about other issues. HR Green's survey tool can be broken into sections if the District wants to consolidate surveys.

▷ DELIVERABLES:

- List of draft questions
- List of final questions after any edits and additions from the District

Task 2 – Survey Tool Loading and Setup

HR Green utilizes a GIS based survey platform. There are many benefits to this system. Being able to generally map results helps to see where problems exist and where current providers have adequate infrastructure. It also provides specific data that can be used in later processes (depending on the decisions the District makes. For example, if the District decided there was a need to build network, the addresses to build and market to are already defined.

This tool also provides another way for community leadership to be directly involved in the process. A link will be given to staff through which they can see the progress of survey responses.

▷ DELIVERABLES:

- GIS survey tool loaded, set up and ready to go live when the survey opens

Task 3 – Promotion

The key to a successful and statistically valid survey is promotion. The survey is online but can also have printed copies if needed (which get loaded into the online platform). Promotion is typically done through online social media, organizations in the area (Chamber of Commerce, neighborhood associations, schools, etc.), any direct channels the District has (mailings, emails, utility bills, etc.), events, mailers, etc.

This is one of the keys to success of the survey. HR Green can do part, but collaborative effort with the District and any other agencies is critical.

▷ DELIVERABLE:

- Development of a plan for survey promotion
- Development of social media posts
- Working with the District on actual promotions steps (posts, communications with organizations, etc.)

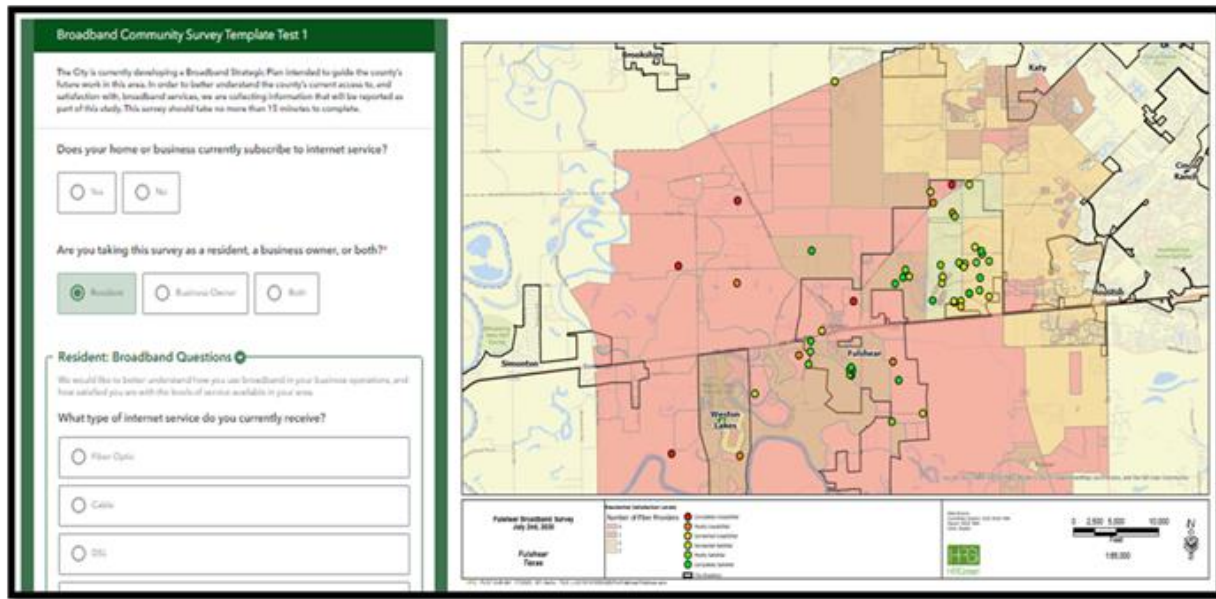
Task 4 – Survey Results Data Analysis

When the survey closes, HR Green will analyze the results and draft a Report of Findings, including maps and graphs that highlight what we see in the survey results. The District will also receive the data, typically in spreadsheet form. HR Green aggregates any results so that individual residents do not feel that any of their responses can be attributed directly to them.

The graphic on the next page shows how the survey questions look when a person clicks the link to take the survey (on the left). The map on the right shows one set of survey results for that community. Most of the data can be shown in map format to provide a powerful way to visualize the results.

▷ DELIVERABLE:

- Report of Findings of survey results



Broadband Community Survey Template Test 1

The City is currently developing a Broadband Strategic Plan intended to guide the county's future work in this area. In order to better understand the county's current access to, and satisfaction with, broadband services, we are collecting information that will be reported as part of this study. This survey should take no more than 15 minutes to complete.

Does your home or business currently subscribe to internet service?

☐ Yes ☐ No

Are you taking this survey as a resident, a business owner, or both?

☒ Resident ☐ Business Owner ☐ Both

Resident: Broadband Questions

We would like to better understand how you use broadband in your business operations, and how satisfied you are with the level of service available in your area.

What type of internet service do you currently receive?

☐ Fiber Optic

☐ Cable

☐ DSL

Map Legend:

Number of Fiber Providers	Number of Fiber Providers
0	0
1	1
2	2
3	3
4	4
5	5
6	6
7	7
8	8
9	9
10	10
11	11
12	12
13	13
14	14
15	15
16	16
17	17
18	18
19	19
20	20
21	21
22	22
23	23
24	24
25	25
26	26
27	27
28	28
29	29
30	30
31	31
32	32
33	33
34	34
35	35
36	36
37	37
38	38
39	39
40	40
41	41
42	42
43	43
44	44
45	45
46	46
47	47
48	48
49	49
50	50
51	51
52	52
53	53
54	54
55	55
56	56
57	57
58	58
59	59
60	60
61	61
62	62
63	63
64	64
65	65
66	66
67	67
68	68
69	69
70	70
71	71
72	72
73	73
74	74
75	75
76	76
77	77
78	78
79	79
80	80
81	81
82	82
83	83
84	84
85	85
86	86
87	87
88	88
89	89
90	90
91	91
92	92
93	93
94	94
95	95
96	96
97	97
98	98
99	99
100	100

TASK 6 – Final Report With Recommendations

HR Green will provide a final report that includes the survey results, the results received and our recommendations for next steps based on the responses. Our recommendations could range from using these results to talk with providers (and their RFEI responses) or next steps for building middle mile or a retail services network.

▷ DELIVERABLES:

- Final Report with Recommendations

PROJECT PRICING

Phase / Task	Costs
Task 0 – Kickoff Meeting	
Task 1 – Survey Question Development	\$2,260
Task 2 – Survey Tool Loading and Setup	\$1,600
Task 3 – Promotion (Plan and Execution)	\$5,220
Task 4 – Survey Results Data Analysis	\$4,180
Task 5 – Final Report With Recommendations	\$6,200
TOTAL	\$19,460

Travel will be billed separately and will not exceed 10% of the project



WATERTON BUSINESS PARK

DOUGLAS COUNTY 2040 COMPREHENSIVE MASTER PLAN AMENDMENT

Prepared for:
Sterling Ranch Development Company

Prepared by:
PCS Group

11-20-2025





CONSULTANT TEAM

Property Owner:

SR WATERTON, LLC
8155 Piney River Avenue, Suite 200
Littleton, Colorado 80125
Brock Smethills
(303) 202-6800
brocks@sterlingranchcolorado.com

Legal:

Brownstein Hyatt Farber Schreck
410 Seventeenth Street, Suite 2200
Denver, Colorado, 80202-4432
Bruce James
303-223-1167

Land Planner:

PCS Group, Inc.
200 Kalamath
Denver, Colorado 80223
Curtis Davidson
(303) 531-4905
Curtis@pcsgroupco.com

Applicant Representative

Susan Beckman
Sterling Ranch Development Company
8155 Piney River Avenue
Littleton, Colorado 80125
Susan Beckman
(303) 881-7119
Susanb@sterlingranchcolorado.com

Environmental Scientist:

Kimley-Horn
6200 Syracuse Way, Suite 300
Greenwood Village, Colorado 80111
Nan Chavez, PE
(720) 295-2946
nan.chavez@kimley-horn.com

Transportation Engineer:

Fox Tuttle Transportation Group
1580 Logan Street, 6th Floor
Denver, Colorado 80203
Cassie Slade, PE, PTOE
(303) 652-3571
cassie.slade@foxtuttle.com



TABLE OF CONTENTS

A. Introduction and Intent of the Proposed Comprehensive Master Plan Amendment	3
B. Consistency with the Intent and Goals of the 2040 Comprehensive Master Plan	4
C. Consistency with the 2040 Comprehensive Master Plan Maps	17
D. Compatibility with Surrounding Land Uses and Zoning.....	17
E. Existing Environmental Conditions and Hazards	18
F. Important Natural Features, Viewsheds, and Wildlife Habitat Corridors.....	19
G. Historic Resources.....	20
H. Impacts on the Existing Road Network.....	21
I. Capabilities of, and Impacts on Special Districts Affected by the Amendment	21
J. Water Supply and Provisions of Water and Sanitary Sewage Treatment.....	21
K. Availability of Public Facilities	22
L. Conditions that have Changed in the County that Warrant this Amendment	23
M. Logical Expansion of the Chatfield Urban Area and Compelling Public Benefit.....	25
N. Approval Criteria Summary.....	26

EXHIBITS & ATTACHMENTS

Exhibit A:	<i>Douglas County 2040 CMP Land Use Map 1.1</i>
Exhibit B:	<i>Chatfield Urban Area Map 2.1 (Existing Boundary & Proposed Modification)</i>
Exhibit C:	<i>Louviers Rural Community Map 4.5 (Existing Boundary & Proposed Modification)</i>
Exhibit D:	<i>Waterton Business Park Parcels & State Parcel Numbers (SPN)</i>
Exhibit E:	<i>Waterton Business Park – Existing Site Context</i>
Exhibit F:	<i>Existing Zoning on the Waterton Business Park Site & Adjacent Parcels</i>
Exhibit G:	<i>Anticipated Zoning on the Waterton Business Park Site</i>
Exhibit H:	<i>2040 CMP Rural Communities Map 4.1 (Proposed Boundary Modification)</i>
Exhibit I:	<i>2040 CMP Water Supply Zones Map 7.1</i>
Exhibit J:	<i>2040 Class 3 Hazards and Environmental Constraints Map 8.1</i>
Exhibit K:	<i>2040 CMP Steeply Dipping Bedrock Map 8.2</i>
Exhibit L:	<i>2040 CMP Wildlife Resource Map 9.1</i>
Exhibit M:	<i>2030 Parks, Trails, and Open Space Master Plan Protected Lands Map</i>
Exhibit N:	<i>Waterton Business Park - Wildlife Habitat Context</i>
Exhibit O:	<i>Waterton Business Park - Mapped Floodplain</i>
Exhibit P:	<i>Wildfire Hazard Overlay District Map</i>
Exhibit Q:	<i>Dominion Water and Sanitation District Service Area Map</i>
Exhibit R:	<i>Sterling Ranch Existing and Planned Trails Map</i>
Exhibit S:	<i>Legal Description (Aztec)</i>
Exhibit T:	<i>Douglas County Chemours Property Land Exchange Presentation</i>
Exhibit U:	<i>Wildlife Assessment (Kimley Horn)</i>
Exhibit V:	<i>Traffic Memo (Fox Tuttle)</i>
Exhibit W:	<i>Dominion Water and Sanitation District Will Serve Letter</i>
Exhibit X:	<i>Dominion Water & Sanitation District IGA</i>
Exhibit Y:	<i>Sterling Ranch Prairie Conservation Management Plan</i>

A: Introduction and Intent of the Proposed CMP Amendment

The Applicant, Sterling Ranch LLC, along with its consultant team have prepared this submittal to request an amendment to the Douglas County 2040 Comprehensive Master Plan (CMP) for the subject property referred to herein as the “Waterton Business Park”. Earlier this year the Douglas County Planning Commission unanimously approved a request submitted by Sterling Ranch for a public initiated amendment of the 2040 Douglas County Comprehensive Master Plan (DR DR2024-002) that brought the Waterton Business Park property into the Chatfield Urban Area. A recent change in conditions within Douglas County, which has spurred the current CMP amendment request to expand the Waterton Business Park boundary and bring additional acreage into the Chatfield Urban Area, is the planned regional sports complex. While the majority of the anticipated sports facility footprint fits within the portion of Waterton Business Park that was recently brought into the Chatfield Urban Area, the full anticipated sports facility footprint extends past the existing business park boundary into parcels of land owned by the County and Sterling Ranch. While sport amenities and ball fields were contemplated at the time the Waterton Business Park Boundary was brought into the Chatfield Urban Area, the proposed CMP amendment defines and expands the business park boundary to include the full anticipated footprint of the sports complex within the Chatfield Urban Area.

In addition to the regional sports complex, a potential location for a new Douglas County Sheriff’s training facility has recently been identified on a portion of land between Moore Road and the existing Emergency Vehicle Operations Center (EVOC) facility. The proposed CMP amendment seeks to expand the Waterton Business Park boundary to include additional land area between Moore Road and the EVOC facility, which will encompass the potential future Sheriff’s facility along with other uses. While the other uses for this land have not yet been determined, the applicant envisions bringing this new area into the Sterling Ranch PD under D2 zoning with Special Character E (SCZ-E) overlay zoning, the same zoning anticipated with the rest of the Waterton Business Park.

This CMP amendment also seeks to bring the Sterling Ranch Conservation Easement into the Chatfield Urban Area. The purpose and intent of the conservation easement will remain the same with its inclusion into the Chatfield Urban Area which is a preserved open space, a vital wildlife corridor and habitat linkage, and a highly valued open space buffer for Louviers. Bringing these additional parcels of land into the Chatfield Urban Area will make it possible for the applicant to bring them into the Sterling Ranch Planned Development (PD) where they will benefit from the existing and expanding water and wastewater infrastructure, water supply, and fire flows. As part of the Sterling Ranch PD, the conservation easement would also benefit by being subject to the Sterling Ranch Prairie Conservation Master Plan (PCMP).

The additional property requested for inclusion into the Waterton Business Park and Chatfield Urban Area totals approximately 315 acres in size and is currently within the Louviers Rural Community, directly east of the Chatfield Urban Area and Sterling Ranch Planned Development. The intent of this application is to request an amendment to the Douglas County 2040 Comprehensive Master Plan Map (Map 1.1) (see attached **Exhibit A**) to modify both the Chatfield Urban Area, and Louviers Rural Community boundaries to bring the additional land into the Chatfield Urban Area. The Chatfield Urban Area Map (Map 2.1), the Rural Communities Map (Map 4.1), and Louviers Rural Community Map (Map 4.5) from the 2040 CMP would also need to be amended in order to bring the additional acreage from the Louviers Rural Community into the Chatfield Urban Area (*see attached Exhibits B, C, H*).

The Waterton Business Park sits within the eastern half of Section 32 and the western half of Section 33, Township 6 South, Range 68 West. The additional area being requested for inclusion within the Waterton Business Park and Chatfield Urban Area is comprised of 3 parcels (SPN 2229-332-00-002, 2229-333-00-005, 2229-321-00-004, and 2229-324-00-002) (*see attached Exhibit D*).

The bulk of the western portion of the Waterton Business Park sits directly adjacent to Sterling Ranch Filings 6B and 6C in which 471 single family detached and single family attached homes are currently under construction. The western portion of the additional land being requested for inclusion into the Chatfield Urban Area sits adjacent to Plum Valley Heights, a community of 29 existing Rural Residential home sites. This is the land that is anticipated to be the location of a new Douglas County Sheriff's facility and wildlife helitack structure. Lawrence Construction, a pioneer in heavy highway and bridge construction, forms the General Industrial-zoned northern boundary of the business park (*see attached Exhibit E*).

Douglas County-owned property and the existing Emergency Vehicle Operation Center (EVOC) facility sit on the south side of the business park separating the site from a chain of protected public lands including the 880-acre Woodhouse State Wildlife Area approximately 1 mile to the south. The area immediately east of the existing Waterton Business Park site that is now being proposed for inclusion within the Chatfield Urban Area is a recently created Open Space Conservation area which buffers the rural community of Louviers. The conservation easement owned by Sterling Ranch Conservation LLC separates the business park site and future sports facilities from the town of Louviers and the County-owned Dupont Open Space area, another link in a chain of protected lands that extends from the Highlands Ranch Backcountry Wilderness area to Roxborough State Park and the Pike National Forest.

The following narrative and attachments provide justification for the proposed CMP amendment and demonstrate that this application meets the approval criteria described in Section 10-2A of the 2040 CMP for an amendment to the 2040 CMP.

B: Consistency with the Intent and Goals of the 2040 CMP

The CMP states the desired community vision for the future of Douglas County and establishes the guiding policies needed to achieve sustainable growth over a 20-to-30-year period. The CMP is the foundation for the County's future growth and development and is intended to provide decision makers with *guidance* on how to maintain and improve identified community values. The CMP also states that it evolves over time and through regular updates responds to a changing economy, anticipated growth, and changing needs and values. Furthermore, the CMP itself acknowledges that there are inherent competing values that must be balanced:

"As a guiding document, the CMP uses language different than that found in regulatory documents such as the zoning resolution and the subdivision resolution. Words like "encourage", "support", "promote", and "ensure" provide flexibility in prioritizing the competing values in the CMP and remind us that the document is not a checklist."

The applicant team strongly believes that this request to amend the CMP to bring the proposed additional land area into the Waterton Business Park and the Chatfield Urban Area exemplifies the CMP

spirit and intent of balancing competing values. A significant and recent change in Douglas County conditions in the form of a land exchange and working partnership between Douglas County and private landowners (referred to herein as the “Chemours property land exchange”) has created a unique opportunity that allows both the logical expansion of development while creating and preserving a valuable wildlife habitat connection, which we understand and value as a community priority. This land exchange also effectively downzoned a General Industrial area and preserved a community separation buffer around the rural community of Louviers, which is a tremendous community benefit for the entire Louviers community. Additional explanation is provided below in **Section L - Conditions that have Changed in the County that Warrant this Amendment**.

The following is an assessment of how the proposed Waterton Business Park CMP amendment request is consistent with specific goals, objectives, and policies of the CMP.

CMP SECTION 2 – URBAN LAND USE

GOAL 2-1 IMPROVE AND ENHANCE EXISTING INFRASTRUCTURE; SUPPORT HEALTHY LIVING; REDUCE VEHICLE MILES TRAVELED; MAINTAIN AIR QUALITY STANDARDS; AND CONSERVE OPEN SPACE.

Objective 2-1A Direct Urban Development to Designated Urban Areas.

Policy 2-1A.1: Limit and direct urban development to the Primary Urban Area (PUA), Separated Urban Areas (SUAs), **Chatfield Urban Area**, and Municipal Planning Areas depicted on the CMP Land Use Map.

Policy 2-1A.2: Prioritize the build-out of existing urban areas over approval of new urban development.

Applicant Statement: While the Waterton Business Park abuts the western edge of the Louviers Rural Community boundary, the site is actually much closer in proximity (approximately 60 feet) to Filings 6B and 6C of the Sterling Ranch PD and Plum Valley Heights than it is to any other residential development within the Louviers Rural Community. The village of Louviers is the next-closest development within the CMP Rural Community and it is approximately 1/3 of a mile away to the southeast. Given the proximity of the Waterton Business Park to the Sterling Ranch PD, and its existing and funded modern infrastructure, the proposed business park expansion could easily be served without the need to significantly expand infrastructure making this a logical expansion and buildout of the Chatfield Urban Area.

As the Sterling Ranch Planned Development has begun to develop into one of the premier master-planned communities in Douglas County, the development team has heard its residents, as well as those from adjacent communities, voice a need for more retail, restaurants, and commercial facilities. During the Chemours property land exchange, the Douglas County Commissioners voiced enthusiasm for a business park that would support commercial, retail, residential, technology-focused light industrial uses and recreational amenities. Bringing the additional Waterton Business Park land area into the Chatfield Urban area and the Sterling Ranch PD would allow the potential for commercial and mixed-use development to occur, reducing vehicle miles for those who are currently traveling outside the community to meet their needs, and providing much-needed services in proximity to residential development. With the additional land being proposed for inclusion within the business park and

Chatfield Urban Area, the newly envisioned regional sports complex footprint can also be accommodated. This new regional amenity will no doubt support healthy living and lifestyles for Douglas County residents.

Objective 2-1B

Encourage Development That Supports “Healthy Communities”.

Policy 2-1B.1: Encourage health-promoting design through the development review process.

Policy 2-1B.2: Support community efforts that provide healthy lifestyle choices.

Applicant Statement: While the ultimate land uses for the Waterton Business Park have yet to be determined, the applicant anticipates a mix of commercial, residential, and light industrial uses compatible with those allowed per the Sterling Ranch PD, in addition to the planned regional sports facility. Any development that occurs on the Waterton Business Park property will need to undergo zoning, subdivision, site and construction plan approval which will allow the County numerous opportunities to review site specific development plans for the property.

The CMP maintains that healthy communities are created through a balance of the physical environment, and social and economic influences. The Waterton Business Park achieves a balance of natural and physical environment. A valuable wildlife habitat linkage has been enhanced through an open space conservation easement created as a result of the Chemours property land exchange, a partnership between Sterling Ranch and Douglas County. The conservation easement created through this land exchange changed and downzoned land that was a key missing link in a wildlife habitat corridor from General Industrial to Open Space Conservation. The land exchange essentially made the business park parcel of land suitable for development as it is appropriately buffered by the conservation easement from a larger habitat area managed for wildlife. This exchange epitomizes the balance of urban development with the preservation of valuable habitat. This conservation easement also provides a rural community separation buffer that has been identified as being of great importance to the Louviers Rural Community in the 2040 CMP.

While this proposed amendment seeks to bring the conservation easement into the Chatfield Urban Area, the purpose and intent of the conservation easement will remain the same: to serve as a preserved open space, a vital wildlife corridor and habitat linkage, and a highly valued open space buffer for Louviers. Bringing the conservation easement into the Chatfield Urban Area will allow the applicant the ability to include the parcel into the Sterling Ranch Planned Development (PD) where it will benefit from the existing and expanding water and wastewater infrastructure, water supply, and fire flows. As part of the Sterling Ranch PD, the conservation easement would also benefit by being subject to the Sterling Ranch Prairie Conservation Master Plan (PCMP). The PCMP details Sterling Ranch’s plans for maintaining native prairie ecosystems within the Sterling Ranch community and accommodating wildlife habitats in phased approach. The PCMP outlines goals for 1) promoting a sustainable human community that encourages a healthy and thriving natural landscape, 2) protecting cultural and paleontological resources, 3) building and maintaining positive community and agency relations through sound management and coordination of conservation efforts, 4) minimizing wildlife-human conflicts, and 5) complying with federal and state laws and regulations pertaining to threatened, endangered, and

sensitive species. The PCMP also describes the protocols and policies for prairie dog management, burrowing owl management, migratory bird and raptor management and compliance.

If the additional land area is brought into the Chatfield Urban Area and Sterling Ranch PD, it will also be subject to the Sterling Ranch Water Demand Initiatives which incorporate efficient water conservation measures that promote the responsible and sustainable use of water resources, another benefit to the Douglas County community. Additionally, any future residential uses that are part of the business park would be able to take advantage of the recreational amenities, parks and open spaces, trails, schools, and other amenities that will be present throughout the Sterling Ranch community.

Objective 2-1C

Ensure Development in Designated Urban Areas is consistent with the CMP.

- Policy 2-1C.1: Achieve consistency among land use and development regulations, the Capital Improvements Program, and this Plan through careful review and coordination during the development review process.
- Policy 2-1C.2: Determine the actual density or intensity of development at time of subdivision or site improvement plan by considering the potential environmental and visual impacts; availability of community facilities and services; and compatibility with existing, adjacent or planned uses.
- Policy 2-1C.3: Support the rezoning of urban zoned lands to be consistent with the Plan's goals, objectives, policies, and Land Use Map.

Applicant Statement: The Waterton Business Park will be designed in accordance with the 2040 CMP and Sterling Ranch Planned Development Plan which dictates compliance with the County's land use regulations, consideration of visual and environmental conditions, and availability of community services and infrastructure. Compliance with the above requirements will be vetted through the subdivision, site improvement plan, and zoning process. The applicant is confident that all criteria will be met through the development review process.

GOAL 2-2 SUPPORT ENVIRONMENTAL SYSTEMS COMPRISED OF WATER, WILDLIFE, WILDLIFE HABITAT, RECREATION AND SENSE OF PLACE.

Objective 2-2A

Balance Development with Preservation of Environmental and Visual Resources.

- Policy 2-2A.1: New development located in proximity to moderate to high value wildlife habitat should include a study and inventory of habitats, movement corridors, and habitat linkages.
- Policy 2-2A.2: New development should support, through the provision of significant open space, the conservation of habitats, movement corridors, and habitat linkages as indicated in the study.
- Policy 2-2A.3: Any new development should include a comprehensive trail study that considers wildlife, habitat, wetlands, and local and regional connections for all users. Studies should account for off-site conditions and impacts.

Applicant Statement: The strategic location of the Waterton Business Park is a result of the recent Chemours Property land exchange between Sterling Ranch and Douglas County and represents a prime example of balancing development with preservation of environmental and visual resources. As part of the land exchange, Douglas County received a combined 275 acres of land for County Public Work's operational needs and open space conservation in exchange for 120 acres of land owned by the County. The conservation easement preserves a prominent elk migration corridor and effectively downzones and preserves a community separation buffer around Louviers that was previously zoned as General Industrial land, which is a significant benefit to the Louviers community. For additional information on the Chemours land exchange please see attached **Exhibit T**.

Through the provision of the open space conservation easement, valuable habitat, a movement corridor, and habitat linkage has been supported and enhanced. Habitat preservation is important to the residents of Douglas County. Because of the land exchange, the Waterton Business Park parcel now sits buffered from the larger Woodhouse Wildlife and Dupont Open Space Areas to the south and east of the site by the County-owned Emergency Vehicle Operations Center and the conservation easement. This buffering helps to make the Waterton Business Park site suitable for development. Please see the attached *Waterton Business Park – Wildlife Habitat Context* exhibit (**Exhibit N**).

While ultimate land uses and site development plans are yet to be determined, in accordance with Policy 2-2A.3, a logical connection point for a trail to the existing and planned Sterling Ranch trail system would most likely occur at the northwestern corner of the property near the intersection of Moore Road and Waterton Road, avoiding wetlands, wildlife movement corridors, and moderate value habitat area. Sterling Ranch is anticipating the addition of a Rapid Flash Beacon (a traffic control device designed to increase driver awareness of pedestrians crossing roadways) on Moore Road to facilitate access to the planned Sterling Ranch trail system providing benefit to the overall County, providing further benefits to the larger Douglas County community.

The Waterton Business Park is located primarily within 'Low Habitat Value' area as identified in the 2040 CMP Wildlife Resources map (Map 9.1) *see attached Exhibit L*. The lower 1/5th of the current site is also within 'Overland Connection' area as identified on the same map. The additional conservation easement area being requested for inclusion into the Chatfield Urban area also encroaches into the Overland Connection area, however, this open space will buffer the planned sports facility, enhance the existing adjacent wildlife corridor, and will only augment the Overland Connection area. In accordance with Policy 2-2A.1, Kimley Horn was commissioned to prepare a study evaluating the wildlife on the site given its proximity to the Overland Connection area identified on CMP Map 9.1 and the Wildlife Movement Corridor east of the County-owned parcels that border the business park site. A summary of the findings can be found below in Section F - *Important Natural Features, Viewsheds, and Wildlife Habitat Corridors*. A copy of the Kimley Horn wildlife assessment is also attached for reference (*see attached Exhibit U*).

GOALS 2-3, 2-4, & 2-5

PROVIDE CONNECTED PARKS, TRAILS, AND RECREATIONAL FACILITIES APPROPRIATE TO THE SCALE OF THE DEVELOPMENT (GOAL 2-3). ESTABLISH PUBLIC SPACES OR GATHERING PLACES IN NEW AND EXISTING NEIGHBORHOODS (GOAL 2-4). DESIGN DEVELOPMENT TO COMPLEMENT BOTH THE NATURAL AND HISTORIC LANDSCAPE (GOAL 2-5). ACHIEVE COMPATIBILITY BETWEEN RESIDENTIAL AND NONRESIDENTIAL USES, IN TERMS OF LAND USE AND DESIGN (GOAL 2-6).

Applicant Statement: While the majority of CMP Objectives and Policies associated with Goals 2-3 through 2-6 listed above will be addressed during the creation of site-specific development plans and vetted by the County through future development review processes; there are a number of policies that can be addressed at this time in the current context of bringing the additional Waterton Business Park land area and conservation easement into the Chatfield Urban area and Sterling Ranch PD.

Policy 2-3A.2 of the CMP seeks to “Strongly encourage multi-use trails to connect urban residential development to parks, open spaces, schools, recreational facilities, neighborhood and community activity centers, to other neighborhoods, and to a network of public trails.” And “Ensure that amenities such as benches, tables, restrooms, and drinking fountains are provided where appropriate.” As the ultimate land uses and site plans for the business park have yet to be determined, Sterling Ranch anticipates providing a Rapid Flash Beacon on Moore Road to facilitate access to the planned Sterling Ranch trail system and recreational amenities. The Sterling Ranch PD identifies several future trail connections to trails beyond the Sterling Ranch property boundary, however not at the Moore Road location. A crossing at this location would further bolster future regional trail connectivity.

Objective 2-5A and Policy 2-5A.1 of the CMP ask to minimize the impact of development on natural and historic resources, and to locate development away from environmentally and culturally sensitive lands. Policy 2-6B.3 supports the establishment and enhancement of community separators by creating open space buffers and providing habitat. As previously referenced, the Chemours Property land exchange between Sterling Ranch and Douglas County delicately balanced land uses through the creation of a 204-acre conservation easement put in place between the business park site and the village of Louviers. Once slated for potential General Industrial land use, this easement now serves as open space that conserves more valuable wildlife habitat area adjacent to larger open space conservation areas and buffers the historic rural village of Louviers from future development.

GOAL 2-6 ACHIEVE COMPATIBILITY BETWEEN RESIDENTIAL AND NONRESIDENTIAL LAND USES, IN TERMS OF LAND USE AND DESIGN.

Objective 2-6E **Ensure Nonresidential Development is Compatible with Surrounding Land Uses and the Natural Environment.**

Policy 2-6E.1: Locate nonresidential development in the PUA, SUAs, Chatfield Urban Area, and the municipalities. Concentrate this development in nodes, clusters, or centers. Strip or isolated development is inconsistent with this Plan.

Policy 2-6E.2: Encourage uses such as office, institutional, and open space as a transition area between residential and major commercial or industrial areas.

Policy 2-6E.3: Locate and design intensive nonresidential land uses to minimize conflicts with residential developments, agricultural uses, wildlife areas, and environmentally or visually-sensitive areas.

Objective 2-6F **Ensure Residential and Nonresidential Building Design, Scale, and Orientation are Compatible with the Natural and Built Environment.**

Applicant Statement: Goal 2-6 and associated Objectives and Policies encourage compatibility between residential and non-residential land uses. These objectives and policies address aspects of detailed design that have not yet been determined for the Waterton Business Park site, however, the general principles will apply to future site planning and design. Land uses and layout within the site will consider the adjacent industrial site to the north (Lawrence Construction), the Emergency Vehicle Operation Center to the south, the County-owned property to the east which is currently anticipated to be the future home of County Public Works material and equipment storage, and adjacency to open space conservation area. The implementation of nonresidential development such as commercial or light industrial land uses within the business park will be concentrated to be able to take advantage of easy access from Waterton Road which bisects the property. Any residential land uses in the business park would be adequately buffered from these more intensive uses by the implementation of landscape buffers, other transitional land uses, or a combination of both. In accordance with Objective 2-6F all residential and nonresidential building design, scale, orientation, and aesthetics will be heavily scrutinized by the Sterling Ranch Design Review Committee (DRC) to ensure that the architecture is compatible with the natural and built environment.

GOALS 2-7, 2-8, & 2-9

FOSTER A BALANCED COMMUNITY AND ROBUST ECONOMY (GOAL 2-7). CONSERVE RESOURCES (GOAL 2-8). ENSURE DEVELOPMENT OCCURS CONCURRENTLY WITH ESSENTIAL SERVICES AND INFRASTRUCTURE (GOAL 2-9).

<u>Objective 2-7A</u>	Promote Development Patterns and Community Design that Meets the Needs of Residents.
------------------------------	---

<u>Policy 2-7A.1:</u>	Encourage a variety of housing that fits different lifestyles and needs.
-----------------------	--

<u>Policy 2-7A.2:</u>	Incorporate mixed-use development in new and existing communities.
-----------------------	--

<u>Objective 2-7C</u>	Promote Economic Development and Employment Opportunities.
------------------------------	---

<u>Objective 2-9A</u>	Encourage Urban Development in Areas with Existing and Planned Capacity in Services and Infrastructure.
------------------------------	--

<u>Policy 2-9A.1:</u>	Evaluate the capacity of existing services and facilities to support development.
-----------------------	---

<u>Policy 2-9A.2:</u>	Ensure that new development mitigates impacts to existing services and infrastructure.
-----------------------	--

Applicant Statement: While the conservation easement established through the Chemours land exchange addresses many goals, objectives, and policies related to preserving open space, enhancing habitat connectivity, and creating community separation; the Waterton Business Park site is the parcel of land that is aptly located to address the second half of a ‘competing objectives’ equation (the balancing of open space preservation with development and economy) in spirit with CMP Objectives and Policies, such as those identified in Goals 2-7, 2-8, and 2-9 listed above.

Consistent with Policy 2-7A.1 which encourages a variety of housing that fits different lifestyles and needs, and Policy 2-7A.2 which encourages the incorporation of mixed-use development in new and

existing communities; redesignating the business park to be within the Chatfield Urban Area will support future site-specific development applications that could provide a variety of housing types, including workforce housing as well as mixed-use development. The CMP amendment that brought the Waterton Business Park into the Chatfield Urban area was a necessary first step in proposing significant residential or mixed-use development on the property that could help meet the demand for a variety of housing types in the northern part of the County. As discussed in detail in subsequent sections of this narrative, development in the Waterton Business Park will also contribute to the extension of water, sewer and roadway infrastructure for the site as well as for the surrounding communities. With the additional land being requested for inclusion into the Chatfield Urban Area with this CMP amendment, the full anticipated boundary of the future planned regional sports amenities will be accommodated. In accordance with CMP Objectives 2-7A and 2-7C, the planned regional sports facility will help meet the healthy lifestyle and recreational needs of Douglas County Residents. It will no doubt be an economic driver and create employment opportunities, both for the facility itself as well as for adjacent anticipated commercial uses that will support the sport facility visitors.

GOAL 2-10 UTILIZE ENVIRONMENTAL SYSTEMS COMPRISED OF WATER, WILDLIFE AND WILDLIFE HABITAT, RECREATION, AND SENSE OF PLACE AS THE BASIS FOR COMMUNITY FORM WITHIN THE CHATFIELD URBAN AREA.

Objective 2-10A **Balance, Conserve, and Preserve Sensitive Environmental and Visual Resources as Open Space in Areas Adjacent to and within Proposed Urban Areas.**

Policy 2-10A.1: Any new development within the Chatfield Urban Area should include a comprehensive study and inventory of valley-wide, interconnected habitats, wildlife movement corridors, and habitat linkages.

Policy 2-10A.2: Any new development within the Chatfield Urban Area shall support, through the provision of significant open space, the conservation of those habitats, wildlife movement corridors, and habitat linkages and indicated in the study.

Policy 2-10A.4: Any new development within the Chatfield Urban Area shall provide appropriate trail improvements and significant open space.

Applicant Statement: The Waterton Business Park site became part of the Chatfield Urban Area through a CMP amendment unanimously approved by the Planning Commission earlier this year. Similar to the prior amendment, bringing the additional requested land area into the urban boundary would be compatible with the objectives and policies associated with Goal 2-10. In harmony with Objective 2-10A and Policy 2-10A.2 the abovementioned real estate exchange between Sterling Ranch and Douglas County converted approximately 204 acres of General Industrial zoned land into open space. Under General Industrial zoning, this land that once could have supported intensive industrial uses providing no value to wildlife or habitat connectivity, now buffers and augments existing larger wildlife habitat linkages and movement corridors, as well as providing important buffering to the existing Louviers community and providing a much more compatible future land use.

In conformance with Policy 2-10A.1, recognizing the business park's adjacency to Overland Connection area and Wildlife Movement Corridors as identified on CMP Map 9.1, a detailed study was conducted by Kimley Horn to assess potential habitat for state and federally listed species, migratory birds, and big game on the property. The study is attached to this narrative for reference. While no mule deer or elk migration corridors are mapped within the project site, the study did find that the presence of existing impassable fences on and south of the site are likely severing wildlife movement between Plum Creek and the west and could potentially be forcing elk to use the Waterton Road corridor. Sterling Ranch is committed to working with the County and CPW to modify the impassable fences obstructing natural migration patterns, which we understand is an important issue for Douglas County residents. Improving public safety by reducing the risk of collisions between vehicles and wildlife, as well as enhancing the movement corridor for wildlife, are compelling public benefits. As mentioned previously, Sterling Ranch intends to implement a trail crossing with a rapid flash beacon at an appropriate location along Moore Road to contribute to overall regional trail connectivity in concert with Policy 2-10A.4.

GOAL 2-11 DESIGN DENSITY-APPROPRIATE DEVELOPMENT TO COMPLEMENT BOTH THE NATURAL AND HISTORIC LANDSCAPE.

Objective 2-11A **Use Density-Sensitive Design Techniques and Land Use Elements to Provide Compatibility Between Residential and Nonresidential Uses, Create a Sense of Community Identity, and Avoid Overburdening the Infrastructure that the Area can Reasonably Support.**

Policy 2-11A.2: Support the establishment and enhancement of community separators by creating open space buffers, utilizing natural landforms and significant vegetative plantings to help screen views and provide wildlife habitat in the Chatfield Urban Area.

Policy 2-11A.3: Protect the integrity of the Chatfield Basin by promoting dark-sky practices for residential and commercial development.

Policy 2-11A.5 As an aid to controlling infrastructure costs within this Area, the County should promote cooperation between stakeholders for the creation of scalable infrastructure including, but not limited to, central water with sustainable sources, central sewage, road capacity, and multi-modal transportation alternatives, all designed to be capable of being expanded economically to serve the future needs of the Area.

Policy 2-11A.6 Encourage development within this Area to offer existing and future residents the benefits of a multi-faceted community that can provide the residential, commercial, medical, recreational, and educational services that they require, while preserving the open spaces, viewsheds, and wildlife corridors characteristic of the area.

Applicant Statement: Providing compatibility between residential and nonresidential land uses is a common theme throughout the 2040 CMP. As noted above under compliance with Goal 2-6, some of the objectives and policies associated with Goal 2-11 address aspects of detailed design that have not yet been determined for the Waterton Business Park site, however, the general principles will apply to

future site planning and design. In accordance with Policy 2-11A.2, the previously mentioned conservation easement dedicated by Sterling Ranch creates a highly desirable community separator for the Village of Louviers and also buffers the business park from more sensitive wildlife areas.

In compliance with Policy 2-11A.3, if included within the Chatfield Urban Area, the additional business park area and conservation easement could become part of the Sterling Ranch PD and would therefore be subject to its requirement that all exterior lighting fixtures be dark-sky compliant. All exterior lighting fixtures will need to be presented to the Sterling Ranch DRC for review and approval.

As described in more detail in Section J of this narrative, in 2024 the Douglas County Board of County Commissioners voted to allow \$20 million of the Federal American Rescue Plan Act Dollars (ARPA) to be spent to improve water and wastewater infrastructure in Northern Douglas County. This partnership between Douglas County, Plum Creek Reclamation Authority, Sterling Ranch Community Authority Board, and Dominion Water and Sanitation District will provide for a centralized renewable water system and wastewater system for the town of Louviers and new development along the Waterton Road Corridor, which is in concert with Policy 2-11A.5.

In accordance with Policy 2-11A.6, while the ultimate land uses and site design have yet to be determined, the vision for the Waterton Business Park is to include a mix of uses, including but not limited to a regional sports complex, a diverse supply of housing types and commercial services that are needed in the area.

GOAL 2-12 PROVIDE DENSITY-APPROPRIATE CONNECTED PARKS, TRAILS, AND RECREATIONAL FACILITIES.

Objective 2-12A

Demonstrate Adequate Provision of Neighborhood and Community Parks, Trails, and Recreational Facilities for the Use of All Segments of the Population.

Policy 2-12A.1: Within proposals for urban development in the Chatfield Urban Area, ensure that community-wide recreational opportunities are provided.

Applicant Statement: With the inclusion of the additional requested land into the Chatfield Urban Area, the Waterton Business Park footprint will be able to accommodate the planned regional sports facility. This sports facility will be a major County asset and recreational amenity for the use of all segments of the population. Not currently knowing all of the ultimate land uses, their relative proportions, and their specific locations within the property, it is not practical to commit to a certain acreage of park land or trail dedication at this time. However, upon inclusion into the Chatfield Urban Area and the Sterling Ranch PD, the additional land area being requested for inclusion will be subject to the requirements outlined in the PD for park dedication which are based on the number of residential dwelling units and nonresidential buildings created by Final Plans and County-issued building permits. The required park dedication acreage is based on the sum of the following formulas from the Sterling Ranch PD: the number of SFDUs x 0.045 acres, plus the number of MFDUs x 0.03285 acres, plus 3% of gross site area of nonresidential buildings. The required park dedication will be provided via either acres of park land, regional trail acres, cash-in-lieu, recreational facility improvement value, or a combination of the above.

As mentioned above, the Waterton Business Park is already providing a significant open space conservation easement and is also willing to implement a trail connection at Moore Road to provide access to the planned trails and recreational amenities at Sterling Ranch.

GOAL 2-13 ENSURE THE COHESIVE IMPLEMENTATION OF COMMUNITY-IDENTIFIED VALUES IN THE CHATFIELD URBAN AREA AS EXPRESSED BY THIS PLAN.

Objective 2-13A Evaluate Development Proposals Based on the Key Determinants of Community Character.

Policy 2-13A.2: Any land use proposal within the Chatfield Urban Area shall respect community-identified values through integration of natural system elements including, but not limited to wildlife corridors and habitat areas, land character, sense of place, and significant community view corridors.

Applicant Statement: As described above, the conservation easement dedicated by Sterling Ranch will augment an identified overland connection area and habitat linkage, as well as create a community separation buffer, both of which are values identified throughout the 2040 CMP.

CMP SECTION 3 – NONURBAN LAND USE

GOAL 3-2 ENSURE LAND USE AND DESIGN IS COMPATIBLE WITH THE NATURAL AND RURAL CHARACTER OF THE NONURBAN AREA.

Objective 3-2A Ensure the Character and Intensity of Development is Appropriate for the Nonurban Area.

Policy 3-2A.2: Where possible, fencing should be wildlife-friendly, in accordance with standards recommended by the Colorado Division of Wildlife.

Objective 3-2D Encourage rural development that supports healthy communities.

Policy 3-2D.3: Develop local trail systems and a regional, interconnected system of multi-use trails that links communities, recreation areas, open space, neighborhood trails, and trail systems, including those outside of Douglas County.

Policy 3-3A.8: Development within the Chatfield Valley Subarea should conserve a buffer around the communities of Louviers, Roxborough, and Sedalia.

Applicant Statement: Although the Waterton Business Park site is not being proposed for inclusion within the Nonurban area, the Chatfield Valley Subarea (including Plum Valley Heights) abuts the southwestern corner of the property. Consideration will be given to appropriate transitional uses and/or landscape buffers should higher density uses be realized in the business park adjacent to the Chatfield Valley Subarea. As noted above, with the inclusion of the business park into the Chatfield Urban Area, Sterling Ranch is committed to providing a rapid flash beacon for a trail crossing at an appropriate location along Moore Road that will help facilitate interconnected trail systems.

CMP SECTION 4 – RURAL COMMUNITIES

GOAL 4-2 PRESERVE AND PROTECT THE HISTORIC AND UNIQUE CHARACTER OF THE LOUVIERS RURAL COMMUNITY AND BALANCE DEVELOPMENT, INFRASTRUCTURE, OPEN SPACE, AND RECREATIONAL NEEDS, WHILE RECOGNIZING CONSTRAINTS AND OPPORTUNITIES.

Objective 4-2A Establish Community Separators Around the Louviers Village Area to Maintain Community Identity and Sense of Place.

Policy 4-2A.1: Maintain community separation for Louviers Village through appropriate location of development. New land uses that do not maintain community separation are inconsistent with this Plan.

Policy 4-2D.4: Encourage the designation of permanent open space to preserve the Front Range Mountain Backdrop viewshed from and along US Highway 85.

Objective 4-2F Address Water and Sewer Service Needs in the US Highway 85 Corridor.

Objective 4-2J Support and Preserve Existing Wildlife Movement Corridors that Connect Existing Open Space and Wildlife Habitat Areas.

Applicant Statement: The rural communities identified in the 2040 CMP encompass much of the County's unique frontier settlement history and are designated on the County Land Use Map (Map 1.1), and Rural Communities Map (Map 4.1) to "represent the historic rural town pattern of development within a *general* boundary, and to draw attention to the desire of these rural village residents to preserve their heritage as unique entities within the County's nonurban area. The applicant team recognizes the importance of balancing the values, needs, and resources that are unique to these distinctive land use areas and believes that expanding the Chatfield Urban Area to include the additional Waterton Business Park acreage and the conservation easement can be done in a manner that balances the economic development of the urban area with the preservation and protection of the historic and unique character of the Louviers Rural Community.

In concert with CMP Objective 4-2A and Policy 4-2A.1 listed above, establishing a community separator between the Waterton Business Park and the Louviers Village Area is critical in the endeavor to preserve the historic and unique character of the rural community. Just east of the proposed Waterton Business Park and directly west of the Louviers Village Area, the Chemours land exchange partnership between Sterling Ranch and Douglas County turned a parcel of land that was previously zoned as General Industrial into an Open Space Conservation area, establishing a community separator in perpetuity between Louviers and the Waterton Business Park (see attached **Exhibit E**).

Not only does this open space conservation easement serve as a community separator for Louviers; it also bridges the two larger Dupont Open Space areas to the north and south, providing a significant wildlife corridor and habitat linkage addressing Policies 4-2D.4, and 4-2G.1 and Objective 4-2J listed above (see attached *Waterton Business Park – Wildlife Habitat Context* **Exhibit N**). Bringing the conservation easement into the Chatfield Urban Area will not change the intent and commitment of the open space conservation easement, which is to remain undeveloped and serve as a habitat corridor and

community separator for Louviers. Bringing it into the Chatfield Urban area and eventually the Sterling Ranch PD will allow the area to take advantage of the expanding water infrastructure and management practices outlined in the Sterling Ranch Prairie Conservation Management Plan.

CMP SECTION 5 – COMMUNITY RESOURCES

GOAL 5-1 ENSURE THE PROVISION OF ADEQUATE COMMUNITY RESOURCES IN AN EFFICIENT AND COST-EFFECTIVE MANNER.

Objective 5-1B Maintain a Development Pattern of Contiguous and Logical Extensions of Community Resources and Infrastructure.

Policy 5-1B.1: Encourage new development to be contiguous to existing development and infrastructure.

Applicant Statement: As previously mentioned, the Waterton Business Parks sits directly adjacent to Filings 6B and 6C of the Sterling Ranch PD and is contiguous with the Chatfield Urban Area. The modern water and wastewater infrastructure can easily be expanded to serve the future residents and tenants of the business park as well as to provide a water supply and fire flows to public facilities along Waterton Road including Douglas County’s Emergency Vehicle Operation Center, and a planned future Douglas County Sheriff’s facility. Additional information relating to water supply and provision of water and sanitary sewage treatment can be found below in Section J of this narrative.

CMP SECTION 6 – TRANSPORTATION

GOAL 6-2 DEVELOP AND MAINTAIN AN EFFICIENT AND SAFE ROAD NETWORK IN HARMONY WITH NATURAL FEATURES AND EXISTING NEIGHBORHOODS.

Objective 6-2B Ensure New Development Pays Its Fair Share.

Policy 6-2B.2: Ensure that developers cause construction of, or provide fair-share financial contributions to, development-required public capital improvements and facilities.

Applicant Statement: As required by the Sterling Ranch Planned Development (PD) agreement, Sterling Ranch currently pays a pro rata share of the cost to construct improvements to the highway system, including Highway 85 and Highway 121. Sterling Ranch currently pays a developer-specific amount of \$3,942.00 in highway fees per residential lot (the fee increases annually based upon CPI). Any residential lots within the Waterton Business Park and included within the Chatfield Urban area and Sterling Ranch PD will be subject to the same highway fees that are applied to other developments along Highway 85, which will provide necessary funds for improvements that benefit Douglas County residents.

CMP SECTION 7 – WATER SUPPLY

GOAL 7-1 PROLONG THE LIFE OF WATER RESOURCES.

Objective 7-1C Support Long-Term Water Supply Planning.

Applicant Statement: The inclusion of the expanded Waterton Business Park and conservation easement area within the Chatfield Urban Area will help bring water infrastructure further east. The Douglas County Board of County Commissioners has made significant efforts to improve water and wastewater infrastructure in Northern Douglas County. Partnerships between Douglas County, Plum Creek Reclamation Authority, Sterling Ranch Community Authority Board, and Dominion Water and Sanitation District will provide for a centralized renewable water system and wastewater system for the town of Louviers and new development along the Waterton Road Corridor. Centralizing these systems would provide the town of Louviers with access to a safe and clean renewable water supply and provide a connection to the Sterling Ranch Community Authority Board distribution and collection system. This effort will provide water supply and fire flows to future retail, commercial, housing and light industrial development along the Waterton Corridor. It will also provide a water supply and fire flows to public facilities along Waterton Road including Douglas County’s Emergency Vehicle Operation Center, and future Sheriff’s facility. Additional information relating to water supply and provision of water and sanitary sewage treatment can be found below in Section J of this narrative.

CMP SECTION 9 – WILDLIFE

GOAL 9-1 PROTECT AND ENHANCE WILDLIFE HABITAT AND MOVEMENT CORRIDORS AND FOSTER WILDLIFE CONSERVATION.

Objective 9-1A **Maintain Healthy Ecosystems within the County by Establishing, Maintaining, Buffering, and Improving a Set of Core Habitat Areas, such as Habitat, Conservation Areas (HCAs), Connected by Movement Corridors and Overland Connections as Shown in the Wildlife Resources Map .**

Policy 9-1A.3: Protect important wildlife habitat, habitat conservation areas (HCAs), movement corridors and overland connections.

Objective 9-1B **Minimize Impacts to Wildlife by Ensuring that Development and Land Use are Compatible with Wildlife, Wildlife Habitat, and Movement Corridors.**

Policy 9-1B.1: Identify important wildlife habitat, habitat conservation areas (HCAs), movement corridors, and overland connections, as designated on the Wildlife Resources Map in applicable land use applications. Evaluate the potential impact of the proposed change in land use on wildlife and habitat. The identified design solutions should be appropriate to the scale and intensity of the proposed land use.

Policy 9-1B.2: Consider wildlife opportunities on neighboring lands, as well as a countywide scale, when evaluating land use applications.

Policy 9-1B.3: Link wildlife habitat and movement corridors, wherever possible.

Policy 9-1B.4: Locate development outside of important wildlife habitat and movement corridors.

Policy 9-1B.5: Balance the location and design of transportation infrastructure with accommodation of wildlife habitat and movement values.

Policy 9-1B.6: Minimize fencing that is exclusionary or dangerous to wildlife, except when necessary for human safety, commercial and industrial uses, protection of at-risk crops, and domestic animal containment. All other fencing should be wildlife friendly.

Applicant Statement: As the Waterton Business Park sits within a Wildlife Habitat Conservation Area and is partially within Overland Connection area as identified on CMP Wildlife Resources Map 9.1, Sterling Ranch commissioned Kimley Horn to conduct a wildlife evaluation on the site. The study has been attached to this narrative as an exhibit for reference. The study notes that 1) no elk or mule deer migration corridors are mapped within the project site, 2) the northern portion of the site provides suboptimal conditions for migration due to fencing and moderate levels of traffic on Waterton Road and Moore Road, and 3) the central portion of the site provides suboptimal conditions for migration due to the approximately 50-acres of Douglas County storage of materials and machinery as well as fencing on both sides of Waterton Road. The southern portion of the site also presents limited suitable conditions due to impassable fencing that begins east of the site and continues south along Waterton Road. In compliance with the Objectives and Policies above, the Waterton Business Park project proposes to facilitate big game movement to the proposed conservation easement dedicated by Sterling Ranch south of the project site by working with the County and CPW to remove impassable fencing to allow for more suitable travel paths to and along Plum Creek.

The proposed conservation easement will permanently protect approximately 204 acres of land as open space and as an elk migration corridor, which was at risk for general industrial development per its previously designated zoning classification. The open space will also augment habitat connectivity with the much larger Dupont Conservation Easement east of the business park site.

C: Consistency with Maps Contained in the CMP

- | | |
|---------|--|
| Map 1.1 | Land Use: The expanded Waterton Business Park acreage and open space conservation easement is designated as “Rural Communities”. The proposed amendment would change the Land Use Map for this additional area to “Chatfield Urban Area” (see <i>attached Exhibit A</i>). |
| Map 2.1 | Chatfield Urban Area: The proposed amendment would modify the Chatfield Urban Area boundary to include the additional Waterton Business Park acreage and the conservation easement (see <i>attached Exhibit B</i>). |
| Map 4.1 | Rural Communities: The proposed amendment would modify the Rural Communities boundary to exclude the additional Waterton Business Park acreage and conservation easement from the Louviers Rural Community (see <i>attached Exhibit H</i>). |
| Map 4.5 | Louviers Rural Community: The proposed amendment would modify the Louviers Rural Community area boundary to exclude the expanded Waterton Business Park acreage and conservation easement (see <i>attached Exhibit C</i>). |

- Map 7.1 NA - Water Supply Zones: The Waterton Business Park site straddles the Margin A – Denver Formation, and Margin B – Denver Formation (*see attached Exhibit I*). The amendment will not change this. The Property will be served by the Dominion Water and Sanitation District, which will be evidenced in the future by a Will Serve letter.
- Map 8.1 NA - Class 3 Hazards and Environmental Constraints: The Waterton Business Park does not fall within any Class 3 Hazards as identified on Map 8.1 of the 2040 CMP (*see attached Exhibit J*).
- Map 8.2 NA - Steeply Dipping Bedrock: The site is not located in the areas of steeply dipping bedrock identified on Map 8.2 of the 2040 CMP (*see attached Exhibit K*).
- Map 9.1 Wildlife Resources: The Waterton Business Park site is located within a ‘Wildlife Habitat Conservation Area’ and the southern 1/5 of the site falls within an area designed as ‘Overland Connection’ as identified on Map 9.1 of the CMP. A ‘Wildlife Movement Corridor’ associated with Plum Creek is depicted near the northeast corner of the business park on Map 9.1 as well (*see attached Exhibit L*). In response to the business park site being located in the areas described above, a wildlife assessment of the site was conducted by Kimley Horn in November of 2025. A memorandum was prepared detailing their findings (*see attached Exhibit U*).

D: Compatibility with Surrounding Land Uses and Zoning

The Waterton Business Park site is currently zoned A1 – Agricultural One, and General Industrial. The majority of the land immediately west of the site is zoned PD (Sterling Ranch Planned Development) and is part of the *Chatfield Urban Area*. A portion of the western site boundary is also shared with Plum Valley Heights which is zoned Rural Residential and is part of the *Chatfield Valley Subarea*. The area immediately east of the site is comprised of a Douglas County-owned parcel zoned as General Industrial. Further east of the County parcel is a recently created Open Space Conservation area which buffers the rural community of Louviers. A very small portion of the site at its southern end is adjacent to land zoned Rural Residential, however the majority of the land to the south of the site is zoned as A1- Agricultural One and is owned by the Douglas County Board of County Commissioners (BOCC). This A1 land is currently home to the Douglas County Emergency Vehicle Operation Center (EVOC). The land to the north of the Waterton Business Park site is currently zoned General Industrial and is home to Lawrence Construction.

With the proposed inclusion into the Chatfield Urban Area, the expanded Waterton Business Park’s land use options would align with the urban PD land uses associated with Sterling Ranch. While the ultimate land uses and development patterns for the site have yet to be determined, the applicant currently anticipates bringing the property into the Sterling Ranch PD zoning as D2 Planning Area with Character Zone C5 and Special Character Zone E overlays which would support a mix of commercial, retail, residential, sport facility, and technology-focused light industrial uses. It is anticipated that the EVOC site that is utilized for the training of the Douglas County Sheriff Department officers could benefit from the proximity of the commercial uses anticipated within the Waterton Business Park and both the EVOC site and the commercial uses could be symbiotic economic drivers.

Taking into account the business park's proximity to the land uses described above and the CMP's wildlife and habitat conservation goals, future development will be required to respect the adjacent residential properties to the west and open spaces to the east and southeast through thoughtful land use planning, scale and buffering, which will be determined through future zoning and subdivision applications.

E: Environmental Conditions and Hazards Existing on Site

As noted above under Section C – *Consistency with Maps Contained in the CMP*, the Waterton Business Park does not fall within any Class 3 Hazards as identified on Map 8.1 of the 2040 CMP. A portion of the Waterton Business Park site was, however, part of a larger 1,520-acre former Dupont explosives manufacturing facility which was created in response to market demands for area mines and quarries at the turn of the 20th century. The Village of Louviers was originally developed by Dupont to attract long-term employees for the dynamite plant. Production at the facility stopped in the 1980's and the land was subsequently managed by The Chemours Company.

At the conclusion of the explosive manufacturing operations, the Colorado Department of Health Care Policy and Finance worked to clean up the site and establish a remedial action cleanup plan. In 2022 CDPHE released the property from the remedial action cleanup plan based on cleanup measures that had been completed. There are enforceable requirements for redevelopment of the site including development restrictions indexed at the Douglas County Clerk and Recorder.

In December 2023, CDPHE approved the site closure and development. The site closure included conditions for any potential redevelopment including the restricted use of groundwater. The 225 acres identified in the previous CMP map amendment have only one small area identified that requires mitigation or has special soil treatment precautions. Future development plans for this area will have mitigation requirements that will include bringing additional fill dirt to the site. Sterling Ranch will comply with all of the Douglas County development requirements and will continue to work closely with CDPHE.

As noted above, the site is not located within an area identified in the CMP as having steeply dipping bedrock, however, further geological and geotechnical study and review will be provided in subsequent planning phases to further classify any geologic and geotechnical hazards within the property. Mitigation measures identified in the studies will be identified and implemented in later planning phases, including view, grading, and landform preservation.

According to FEMA Map 08035C0132F (Effective Date: 9/29/2005), and Douglas County GIS data, the business park site does not include a mapped floodplain. The open space conservation does contain a mapped floodplain. However, as open space conservation area, this land will not be developed. Grading or drainage improvements in the easement (if any) will be in accordance with all local, state, and federal regulations (*see attached Exhibit O*). Review of the *Douglas County Wildfire Hazard-Overlay District Map* (dated 10-11-2003) indicates that the Waterton Business Park is included within the Wildfire Hazard Overlay District where Wildfire Hazard Assessment is required before development per Section 17 of the Douglas County Zoning Resolution (*see attached Exhibit P*).

Controlling water pollution is essential to protect public health and welfare as well as to protect aquatic life, wildlife habitats, vegetation and aesthetics. The Waterton Business Park is located just west of Plum

Creek within the Chatfield Watershed. The business park will be developed in accordance with Douglas County Storm Drainage Standards, including the likely implementation of water quality control features through stormwater attenuation facilities to ensure surface water quality. Additionally, the appropriate State permitting & standards will be followed per the Colorado Department of Public Health and Environment regarding stormwater impoundment and discharge.

An important consideration in designating the Property to the Chatfield Urban Area and the associated Urban classification will be respecting any existing environmental or hazard areas on the Property. Future land planning and development applications will ensure land uses are mindful of any hazard areas and that environmental conditions are observed.

F: Important Natural Features, Scenic Viewsheds, Riparian Corridors, and Wildlife Habitat Movement Corridors

The Waterton Business Park site primarily consists of disturbed grassland, with a large portion of the site being utilized for Douglas County material storage including machinery, a soil stockpile, materials for winter roadway treatment, and demolished concrete and asphalt rubble. The balance of the site consists of vacant grassland, a detention pond, unimproved roads, and an ephemeral stream running along the southwestern boundary. The southwest side of the Waterton Business Park site sits higher in elevation and primarily drains northeast towards Plum Creek, a wetland complex and riparian corridor east of the site that runs north into the South Platte River.

The business park site is identified as 'Low Habitat Value' area; however, it sits on the inside edge of a 'Wildlife Habitat Conservation Area' and the southeastern 1/5th of the business park property extends into 'Overland Connection Area' as identified on the CMP Wildlife Resources Map (Map 1.9) (see *attached Exhibit L*). The CMP defines 'Overland Connection' as "A broad area to facilitate wildlife movement, typically within or between large blocks of wildlife habitat. Overland connections are generally non-linear, not precisely defined, and may include various types of topography and vegetation". The Overland Connection area is approximately 1.5 miles wide in the vicinity of the business park with the majority of the overland connection area being to the south and east on neighboring County properties and the Dupont Open Space and DOW Woodhouse Wildlife parcel further to the south.

In response to the business park's proximity to the Overland Connection and Wildlife Habitat Conservation Area, a wildlife assessment of the site was conducted by Kimley Horn in August and September of 2024. A memorandum was prepared detailing their findings and recommendations regarding wildlife habitat. Recommendations included 1) further coordination with Colorado Parks and Wildlife (CPW) and Douglas County to verify elk migration information around the site, and 2) modification of existing impassable fences that are obstructing natural migration patterns adjacent to the site (see *attached Exhibit U*). As noted in the memorandum:

"No elk migration corridors are mapped within the project site by CPW SAM Data or CNHP CODEX. The nearest CPW-mapped elk migration corridor is located 0.44 miles south of the project site. No wildlife migrations corridors are mapped within the project site by Douglas County's Wildlife Mapping. The nearest Douglas County-mapped wildlife corridor is located 0.01 miles east of the project site. An overland connection is mapped within the southern 1/5th of the project site by Douglas County. However,

this data is not representative due to the impassable fences that sever movement between Plum Creek and the west.”

Protection and enhancement of wildlife habitat and habitat connectivity in the business park vicinity has occurred through the recent Chemours land exchange and partnership between Douglas County and Sterling Ranch. The open space conservation easement that was created along the southern and eastern property boundary effectively buffers the Waterton Business Park site from the larger contiguous Dupont and DOW Woodhouse wildlife areas and movement corridors. The site is also currently buffered from these larger contiguous habitat areas by the Emergency Vehicle Operation Center and County-owned parcels directly adjacent to the southern and eastern site boundaries.

Further protection and enhancement of on-site habitat and the abovementioned adjacent habitat corridors can be successfully implemented within the proposed urban designation through thoughtful site planning as well as the implementation of the Sterling Ranch *Prairie Conservation Management Plan* (PCMP) (see attached **Exhibit Y**). The PCMP details Sterling Ranch’s plans for creating native prairie ecosystems within the Sterling Ranch community and accommodating wildlife habitats in phased approach as development proceeds. The PCMP outlines goals for 1) promoting a sustainable human community that encourages a healthy and sustainable natural landscape, 2) protecting cultural and paleontological resources, 3) building and maintaining positive community and agency relations through sound management and coordination of conservation efforts, 4) minimizing wildlife-human conflicts, and 5) complying with federal and state laws and regulations pertaining to threatened, endangered, and sensitive species. The PCMP also describes the protocols and policies for prairie dog management, burrowing owl management, migratory bird and raptor management and compliance.

G: Historic Resources

As noted above, a portion of the Waterton Business Park site was part of a larger 1,520-acre former Dupont explosives manufacturing facility that was in operation until the 1980’s. However, the site is not known to contain any historically significant features or structures. Although there are no known archeological items with the property, protocols for managing the discovery of any cultural resources will be implemented per the Sterling Ranch Prairie Conservation Management Plan, the Colorado Geological Survey, and the Denver Museum of Nature & Science guidelines and requirements.

H: Impacts on the Existing Road Network

Please see the enclosed Transportation Review by Fox Tuttle Transportation Group (**Exhibit V**).

The primary access to the Waterton Road Business Park will be Moore Road, Titan Road/Titan Parkway, Waterton Road, and Highway 85. As part of the Sterling Ranch full buildout, several roadways will be upgraded, improved, or added to provide a robust network into and through the Chatfield Basin. To date improvements have been made to Titan Road and new roadways have been constructed including Waterton Road from Moore Road to Rampart Range Road, Waterton Road from Moore Road to Highway 85 (Southern Connector), and several other collector and local roadways. In the near future, Moore Road

between Titan Road and Waterton Road will be widened and improved to accommodate additional vehicular and non-auto traffic.

Sterling Ranch is committed to preparing further Traffic Impact Studies in partnership with Douglas County specific to the Waterton Business Park to plan and evaluate the proposed internal and external roads/connections needed to the regional roadways. The Sterling Ranch team understands the need to update the Sterling Ranch MTS due to the changes in development, implementation of the new roadway network, and potential additional developable land. In partnership with Douglas County, the methodology for the updated MTS will be defined at the initial stage. New count data will be collected to update the baseline conditions and account for newly built homes throughout the Chatfield Basin.

I: Capabilities Of, and Impacts On, Existing or Planned Special Districts Affected by the Amendment

The Waterton Business Park is within the following taxing and special districts and will be served by: Douglas County Re-1 School District, Douglas County Government, South Metro Fire Rescue Fire Protection District, Douglas County Schools, Douglas County Law Enforcement, Douglas Public Library District, and the Mile High Flood District. With the inclusion of the business park into the Chatfield Urban Area, the site will be annexed into the Sterling Ranch Community Authority Board (CAB) or a new metro district that will be formed at the time of zoning, and will provide the same services to the Waterton Business Park that are currently provided to the Sterling Ranch community including water, sewer, trash collection and recreational amenities. Land dedications or cash-in-lieu will be provided for school and fire districts based on the ultimate proposed land uses.

J: Water Supply and Provision of Water and Sanitary Sewage Treatment

The Waterton Business Park is located within Margin A (Denver Formation) and Margin B (Denver formation) Water Supply Zones according to CMP Map 7.1 (*see attached Exhibit I*). A renewable water supply is generally required for land uses proposed within Margin A and a new development may only be served by renewable water supplies or Denver Basin aquifer water underlying open space within Margin B.

In 2024 the Douglas County Board of County Commissioners voted unanimously to allow \$20 million of the Federal American Rescue Plan Act Dollars (ARPA) to be spent to improve water and wastewater infrastructure in Northern Douglas County. This partnership between Douglas County, Plum Creek Reclamation Authority, Sterling Ranch Community Authority Board, and Dominion Water and Sanitation District will provide for a centralized renewable water system and wastewater system for the town of Louviers and new development along the Waterton Road Corridor.

The benefits of centralizing these systems include 1) providing the town of Louviers access to a safe and clean renewable water supply after being stranded on groundwater for over 60 years and 2) providing a

connection to the Sterling Ranch Community Authority Board distribution and collection system which will allow for the decommissioning of the antiquated sewer lagoon in Louviers.

To provide for a regional solution and to bring Louviers off of groundwater that has quality issues, Douglas County Commissioners have dedicated \$20 million to the Dominion Water and Sanitation District who has committed to build a new state-of-the-art wastewater treatment facility, a renewable waterline to deliver clean and safe water to Louviers, a lift station that will allow for the wastewater to be pumped to the new wastewater treatment plant, allowing the antiquated sewer lagoon to be decommissioned.

This revitalization effort provides a connection to renewable and reliable water supply in a timely manner. This water supply is available today and a connection can be completed for emergency supplies in 1 to 2 years. This effort will provide a water supply, treated at the Larry D. Moore Water Treatment Plant jointly owned by Roxborough Water and Sanitation District and Dominion Water and Sanitation District, and fire flows to future retail, commercial, housing and light industrial development along the Waterton Corridor. It will also provide a water supply and fire flows to public facilities along Waterton Road including Douglas County's Emergency Vehicle Operation Center.

The Douglas County Commissioners identified the significant public benefit for this proposal and understood that the significant improvements will only happen with the additional new development. Please see the attached *Dominion Water and Sanitation District Service Area Map (Exhibit Q)*, the attached *Dominion Water and Sanitation District Wholesale Water and Wastewater Service Commitment for Waterton Business Park (Exhibit W)*, and the attached *Amended and Restated Intergovernmental Agreement between Dominion Water & Sanitation District Acting through its Sterling Ranch Water Enterprise Fund and Douglas County for the Northern Highway 85 Wastewater Collection and Treatment Systems, The Louvers Renewable Waterline, Master Meter and Corrosion Study (Exhibit X)*.

K: Availability of Public Facilities Such as Schools, Parks, and Trails, Libraries, Fire Stations, Etc.

Sterling Ranch is currently served by the Douglas County Library District branch library in Roxborough. In the future, Sterling Ranch has identified a premium location for a new library at the southwest intersection of Titan Road and Taylor River Circle. This location is easily accessible for all residents of the Chatfield Urban Area, including future residents of the Waterton Business Park. Sterling Ranch and the Douglas County Library Board of Trustees are currently working on a memorandum of understanding whereby Sterling Ranch would donate a portion of land for the construction of the new library facility. The Library Board of Trustees approval of this memorandum of understanding would give staff direction to negotiate a land contribution agreement and to start budgeting for design costs with the goal of building a new library at Sterling Ranch within the next 5 years.

The Waterton Business Park will be served by the South Metro Fire District. It also has the benefit of being adjacent to the Douglas County-funded aerial support wildfire helicopter. This Type 2 helicopter is capable of delivering 300 gallons of water to the front lines for fires and will be standing ready to respond.

As part of the Sterling Ranch PD, residents of the Waterton Business Park would have access to all of the existing and planned parks and trails within the 3,400-acre planned development which will include 3 regional parks, an anticipated 30 miles of community trails, and a host of local parks with amenities such as playgrounds, pools, and sport courts (*see attached Exhibit R*).

Currently, the Douglas County School District has capacity in various Roxborough and Highlands Ranch schools for Sterling Ranch students to attend. The Douglas County School District has recently passed a bond initiative that is dedicated to building a school in Sterling Ranch. Concept designs for the school have been completed with an estimated opening date of August 2027. Sterling Ranch and the Douglas County School District are committed to building neighborhood or charter schools in Sterling Ranch.

L: Conditions that have Changed in the County to Warrant the CMP Amendment

In September of 2023, thanks to a partnership between Sterling Ranch Acquisitions, Douglas County, and American chemical company Chemours FC, LLC, a real estate trade was unanimously approved by the Board of Douglas County Commissioners resulting in the preservation of approximately 204 acres of open space via a conservation easement. Sterling Ranch Acquisitions purchased the property from Chemours and will own and maintain the land in accordance with the voluntary legal agreements between Sterling Ranch and Douglas County. The agreements restrict how the land may be used specifically for the purpose of conservation. In addition to the 204-acre conservation easement that Douglas County received, they also acquired 48 additional acres that is anticipated to serve as an operations and material storage facility for Douglas County Public Works. In exchange, Sterling Ranch received approximately 120 acres of land owned by Douglas County on the west side of the conservation easement which is a large part of the Waterton Business Park (*see attached Exhibit T*).

The conservation easement created an important community buffer for Louviers, setting land aside in perpetuity for conservation directly adjacent to the village and separating it from the Waterton Business Park parcel. This conservation easement that now serves as an open space buffer for the town of Louviers was previously zoned for general industrial use. The creation of this open space buffer represents a recent change in conditions that made bringing the Waterton Business Park into the Chatfield Urban area for development compatible with the goals and intent of the 2040 master plan. Specifically, this buffer meets CMP Goal 4-2, Objective 4-2A -*Establish community separators around the Louviers Village Area to maintain community identity and sense of place*, and Policy 4-2A.1 – *Maintain community separation for Louviers Village through appropriate location of development*.

Not only does the conservation easement facilitate the desired separation for Louviers Village, but this open space helps to support a critical missing link in a vital wildlife migration corridor identified as ‘Overland Connection’ area on Map 9.1 – *Wildlife Resources* of the CMP. The Overland Connection area is primarily comprised of the Woodhouse State Wildlife Area, Douglas County’s Plateau Ranch, the Pike National Forest, Roxborough State Park, Sharptail Ridge, Red Mesa, Dupont Open Space, Highlands Ranch Backcountry Wilderness, and together with other properties, creates a valuable wildlife corridor stretching from the Pike National Forest to the Highlands Ranch Backcountry Wilderness (*see attached Exhibits M, N*).

Several partners including but not limited to Colorado Parks and Wildlife, DuPont, Cherokee Ranch and Castle Foundation, Highlands Ranch Community Association, and the Colorado Department of Transportation, have made significant contributions over the past decades – both financial and in kind – to ensure the preservation of this habitat corridor.

The recent addition of the conservation easement enhanced the open space corridor between the Waterton Business Park and the larger 843-acre Woodhouse State Wildlife Area 1 mile south of the business park that is owned and managed by Colorado Parks and Wildlife solely for wildlife habitat and strictly prohibits public access. Resident Elk herds frequent the Woodhouse SWA which has been identified by Colorado Parks and Wildlife as crucial habitat and an elk production area in which calving occurs annually.

Along with the EVOC facility to the south and County-owned material storage parcel to the east of the business park site, the conservation easement essentially creates a buffer between the Waterton Business Park and the larger contiguous protected Dupont Open Space and Plum Creek to the east. This ‘change in condition’ was a special circumstance that made bringing the Waterton Business Park into the Chatfield Urban Area compatible with the goals and objectives of the 2040 CMP, specifically Objective 2-10A – *Balance, conserve, and preserve sensitive environmental and visual resources as open space in areas adjacent to and within proposed urban areas*, Policy 2-10A.2 – *Any new development within the Chatfield Urban Area shall support, through the provision of significant open space, the conservation of those habitats, wildlife movement corridors, and habitat linkages*.

An additional change in conditions within Douglas County that warranted bringing the Waterton Business Park into the Chatfield Urban Area was the recent completion of the Waterton Road extension through the Sterling Ranch planned development. Douglas County’s 2040 Transportation Master Plan identified the need for a regional solution to give those in Roxborough Village, Chatfield Farms, Roxborough Downs, River Canyon, and Sterling Ranch an alternative to Titan Road for access to US 85. Douglas County and Sterling Ranch partnered to make major improvements to Waterton Road. Phase 1 of the Waterton Road project, called the Southern Connector, was a 2.8-mile, two-lane roadway between Airport Road and Moore Road that was completed by Douglas County in 2020. Phase 2 of the Waterton Road project was the construction of the 4-lane portion of Waterton Road that was finalized in 2022. This 2.5-mile extension from Rampart Range Road to Moore Road completed the connection to the Southern Connector, and ultimately US Highway 85. Phase 2 of the project was accelerated by a partnership agreement between Douglas County and the Sterling Ranch Community Authority Board that allowed the County to fund the construction portion of Phase 2 and allowed Sterling Ranch to repay that funding through an additional fee of \$4161.00 per single family dwelling unit within Sterling Ranch.

With the completion of these Waterton Road construction phases and a new east-west connection from Wadsworth Blvd to US 85, an arterial roadway frontage has been created that is ideal for development and can provide much needed and easily accessed commercial services to the greater Douglas County community in spirit with Chatfield Urban Area Policy 2-11A.6 – *Encourage development within this Area to offer existing and future residents the benefits of a multi-faceted community that can provide the residential, commercial, medical, recreational, and educational services that they require, while preserving the open spaces, viewsheds, and wildlife corridors characteristic of the area*.

The most recent change in conditions within Douglas County, which has spurred the current CMP amendment request to expand the Waterton Business Park boundary and bring additional acreage into

the Chatfield Urban Area, is the planned regional sports facility. While the majority of the anticipated sports facility footprint fits within the portion of Waterton Business Park that was recently brought into the Chatfield Urban Area, the full anticipated sports facility footprint extends past the existing business park boundary into parcels of land owned by the County and Sterling Ranch. While sport amenities and ball fields were contemplated at the time the Waterton Business Park Boundary was brought into the Chatfield Urban Area, the proposed CMP amendment defines and expands the business park boundary to include the full anticipated footprint of the sports complex within the Chatfield Urban Area.

In addition to the regional sports complex, a potential location for a new Douglas County Sheriff's Facility has recently been identified on a portion of land between Moore Road and the EVOC facility. The proposed CMP amendment seeks to expand the Waterton Business Park boundary to include additional land area between Moore Road and the EVOC facility which will encompass the potential future Sheriff's facility along with other uses not yet determined. While the other potential uses for this land area have not yet been defined, the applicant envisions bring this new area into the Sterling Ranch PD under D2 zoning with Special Character E (SCZ-E) overlay zoning, the same zoning anticipated with the rest of the Waterton Business Park.

M: Evidence to Support How Land Proposed for Urban Development is a Logical Expansion of the Chatfield Urban Area (Approval Criteria 10-2A(7), and How the Expansion of the Chatfield Urban Area Results in a Compelling Public Benefit (Approval Criteria 10-2A(8) of the CMP

As mentioned above, the Waterton Business Park sits on the western boundary of the *Louviers Rural Community* and directly abuts the *Chatfield Urban Area* on the west side of Moore Road. While the business park is within the boundary of the Louviers Rural Community, the site and the proposed expansion area is actually much closer in proximity (approximately 60 feet) to Filings 6B and 6C of the Sterling Ranch PD and Plum Valley Heights than it is to any other residential development within the *Louviers Rural Community*. The Town of Louviers is the next closest development within the rural community at approximately 1/3rd of a mile away to the southeast. Given the proximity of the Waterton Business Park to the Sterling Ranch PD and its existing modern infrastructure, the business park could easily be served without the need to significantly expand infrastructure making this a logical expansion of the *Chatfield Urban Area*. Because of the direct adjacency of the business park to the Chatfield Urban Area, expanding the urban area boundary to include the additional business park area would not result in a patchwork pattern of different zoning designations. Additional information describing water supply and provision of water and sanitary sewage treatment for the business park site and neighboring community is included above in Section J.

Expanding the Chatfield Urban Area to include the additional Waterton Business Park and conservation easement acreage would result in compelling public benefit for a number of reasons. With the recent completion of Waterton Road through the Sterling Ranch Planned Development, this major thoroughfare now connects Wadsworth Blvd to Airport Road and US Highway 85, serving a number of Douglas County communities including the Roxborough Suburban Area, the Chatfield Valley Subarea, the Chatfield Urban Area, the Louviers Rural Community, and more. The Waterton Business Park is bisected by Waterton

Road, creating an ideal frontage for a number of land uses including commercial, mixed use, light industrial, and sports/recreational uses that could serve the greater Douglas County community and bring much needed services to the area.

Including the expanded Waterton Business Park and conservation easement acreage in the Chatfield Urban Area and ultimately the Sterling Ranch Planned Development, residents of the Waterton Business Park and adjacent communities will gain access to Sterling Ranch trails, recreational facilities, and future regional parks and schools. While the ultimate land uses and site plans for the business park have yet to be determined, Sterling Ranch is also anticipating the addition of a Rapid Flash Beacon, a traffic control device designed to increase driver awareness of pedestrians crossing roadways, on Moore Road to facilitate access to the planned Sterling Ranch trail system and recreational facilities.

The existing Waterton Road corridor through the property is fronted by large debris & rubble operations managed by Douglas County, as well as large gravel piles & heavy equipment storage related to winter roadway treatment. These piles of rubble, winter road treatment material, and heavy equipment will be removed as a part of Waterton Business Park. This will primarily divert the heavy truck traffic that transports this rubble away from this region completely – reducing traffic noise, congestion, and roadway damage. This will also help to repair & heal the landscape to allow for a more pleasant and aesthetic corridor.

Addressing water and sewer needs in the Highway 85 corridor is an objective that has been identified in the CMP. Expanding the Chatfield Urban Area to include the additional Waterton Business Park and conservation easement acreage will generate more opportunities to build and connect water and sewer services that will benefit the existing surrounding communities and meet future needs. As mentioned above, in 2024 the Douglas County Board of County Commissioners voted unanimously to allow \$20 million of the Federal American Rescue Plan Act dollars (ARPA) to be spent on improving water and wastewater infrastructure in Northern Douglas County. This partnership between Douglas County, the Sterling Ranch Community Authority Board, Dominion Water and Sanitation District will provide for a centralized renewable water system and wastewater system for Louviers and new commercial and residential development along the Waterton Road corridor in a timely manner. It will also provide water supply and fire flows to adjacent public facilities including Douglas County's Emergency Vehicle Operation Center. The revitalization efforts of the water and wastewater systems in northwest Douglas County are made possible through the revenues generated from water and sewer tap fees from new development, such as the Waterton Business Park. Land use applications such as this one generate opportunities to build and interconnect services and networks that benefit the existing adjacent communities and create opportunity to meet future needs.

Douglas County Sheriff's Department manages the Emergency Vehicle Operations Center (EVOC). Agencies across Douglas County and the South Metro area representing Emergency Management Services, Fire and Law Enforcement utilize the training facility. EVOC classes are important to help keep emergency responders safe and reduce the risk of accidents and injuries to the responders and law enforcement officers. It is understood that the Douglas County Emergency Vehicle Operations Center (EVOC) does not currently have the ability to supply fire suppression flows from hydrants due to lack of nearby water infrastructure. In order to enhance the safety of operations at the EVOC, Waterton Business Park will include an extension of water main infrastructure to provide a centralized source for fire-flows. Having access to water will also allow bathrooms and other amenities to be added to the

critical training facility. Should the envisioned Douglas County Sheriff's facility be realized at the location west of EVOC on Moore Road, it would also benefit from the extension of water main infrastructure and fire suppression flows.

A wildlife corridor study conducted as a part of this application revealed multiple layers of fencing within the Overland Connection Area identified in the Douglas County Wildlife Resources Map – centered on the Louviers Gulch. These fences, which are a mix of private and County ownership, are all a minimum of 6-feet tall, and topped with 3-strands of barbed wire. As such, they are impassable to big game and are a major disruption to their migration through the corridor – causing them to spread out of the Louviers Gulch and on to Waterton Road, where they pose a severe safety hazard to drivers. In order to improve wildlife migration patterns and improve public safety, Waterton Business Park will include a strategy to partner with the County to remove fencing that will allow big game to travel along the overland connection corridor as-intended, which again is a significant safety improvement and a significant benefit to Douglas County residents.

Perhaps one of the most compelling public benefits realized with the inclusion of the Waterton Business Park into the Chatfield Urban Area is the recently created conservation easement dedicated by Sterling Ranch that will form a highly desired community buffer around the Village of Louviers in conformance with 2040 CMP goals. The rezoning of this buffer area from General Industrial to Open Space represents a significant downzoning and brings the allowed uses for the buffer area into conformance with the desires of the adjacent communities, a significant benefit to the Louviers community. The conservation easement will also buffer the Waterton Business Park from a larger and more valuable wildlife habitat corridor to the south and east of the site as well as support and enhance a greater wildlife overland connection area identified by the County. This buffer epitomizes the smart balance of land uses and exemplifies the partnerships sought after in the 2040 CMP to balance inherent competing values. The real estate trade and partnership between Sterling Ranch and Douglas County allows land more suited for creating meaningful habitat linkages to be used for that purpose while creating a buffered parcel of land more suitable for development that is capable of catering to the economic needs of Douglas County residents, providing clean and reliable water and wastewater infrastructure, commercial services, and diverse housing opportunities.

In summary, including the expanded Waterton Business Park areas and the conservation easement within the Chatfield Urban Area represents a logical expansion of the urban area and would allow the business park boundary to be adjusted to accommodate the full anticipated sports facility footprint and the anticipated Douglas County Sheriff's facility. The improvements in water and wastewater infrastructure that only happen with the revenues generated from new development, public access that will be provided to the trails, parks, schools, and amenities that are part of the Sterling Ranch PD, as well as the recently created conservation easement that will buffer the village of Louviers while enhancing a vital wildlife corridor and improving public safety are all compelling benefits that result from this expansion of the Chatfield Urban Area. We humbly request your support in balancing the inherent competing values of urban development and open space preservation that can be achieved through this CMP amendment to expand the Chatfield Urban Area to include the Waterton Business Park.

N: APPROVAL CRITERIA SUMMARY

Section 10-2A of the 2040 Comprehensive Master Plan identifies 8 criteria that shall be considered by the Planning Commission when approving or disapproving CMP amendment requests. The following is a summary of how this application demonstrates compliance with the 8 criteria identified in Section 10-2A.

1 Consistency with the spirit, intent, goals, objectives, and policies of the CMP.

- This application is consistent with the following CMP goals, objectives, and policies:
 - **Goals:** 2-1, 2-2, 2-3, 2-4, 2-5, 2-6, 2-7, 2-8, 2-9, 2-10, 2-11, 2-12, 2-13 3-2, 4-2, 5-1, 6-2, 7-1, 9-1
 - **Objectives:** 2-1A, 2-1B, 2-1C, 2-2A, 2-5A, 2-6E, 2-6F, 2-7A, 2-7C, 2-9A, 2-10A, 2-11A, 2-12A, 2-13A, 3-2A, 3-2D, 4-2A, 4-2F, 4-2J, 5-12B, 6-2B, 7-1C, 9-1A, 9-1B
 - **Policies:** 2-1A.1, 2-1A.2, 2-1B.1, 2-1B.2, 2-1C.1, 2-1C.2, 2-1C.3, 2-2A.1, 2-2A.2, 2-2A.3, 2-3A.2, 2-5A.1, 2-6B.3, 2-6E.1, 2-6E.2, 2-6E.3, 2-7A.1, 2-7A.2, 2-9A.1, 2-9A.2, 2-10A.1, 2-10A.2, 2-10A.4, 2-11A.2, 2-11A.3, 2-11A.5, 2-11A.6, 2-12A.1, 2-13A.2, 3-2A.2, 3-2D.3, 3-3A.8, 4-2A.1, 4-2D.4, 5-12B.1, 6-2B.2, 9-1A.3, 9-1B.1, 9-1B.2, 9-1B.3, 9-1B.4, 9-1B.5, 9-1B.6
- For a detailed explanation of consistency with specific goals, objectives, and policies please refer to **Section B** in the above narrative.

2 Compatibility with surrounding land uses and zoning.

- The Waterton Business Park site is surrounded by the following land uses and zoning:
 - West of Site:
 - PD Land Use (Sterling Ranch PD), *Chatfield Urban Area*
 - Rural Residential Land Use (Plum Valley Heights), *Chatfield Valley Subarea*
 - North of Site:
 - General Industrial (Lawrence Construction), *Louviers Rural Community*
 - East of Site:
 - General Industrial (Douglas County BOCC), *Louviers Rural Community*
 - Conservation Easement (Sterling Ranch LLC), *Louviers Rural Community*
 - South of Site:
 - A1-Agricultural One (Douglas County BOCC), (Emergency Vehicle Operation Center), *Louviers Rural Community*
- With the proposed inclusion into the Chatfield Urban Area, the Waterton Business Park's land use options would align with the adjacent urban PD land uses associated with Sterling Ranch and create a more welcoming front door for the residential community than would otherwise be achievable under the existing General Industrial zoning. While the ultimate land uses and development patterns for the business park site have yet to be determined, the applicant currently anticipates bringing the property into the Sterling Ranch PD zoning as D2 Planning Area with Character Zone C5 and Special Character Zone E overlays which would support a mix of

commercial, retail, residential, technology-focused light industrial uses, and sports facilities. It is anticipated that the adjacent EVOC site that is utilized for the training of the Douglas County Sheriff Department officers could benefit from the proximity of the commercial uses anticipated within the Waterton Business Park and both the EVOC site and the commercial uses could be symbiotic economic drivers.

- While not directly adjacent to the business park site, larger tracts of land designated for open space exist further east and south of the site including the Dupont Open Space and Woodhouse Wildlife Area. Taking into account the business park's proximity to both the adjacent land uses noted above as well as the non-adjacent larger open space tracts, future development will be required to respect the adjacent residential properties to the west and open spaces further east and south through thoughtful land use planning, scale and buffering in concert with the CMP's wildlife and habitat conservation goals. Specific measures will be determined through future zoning and subdivision applications once the ultimate land uses and development patterns for the site have been determined. For additional information regarding the surrounding land uses and zoning please refer to **Section D** in the above narrative.

3 Compatibility with existing, natural, and environmental conditions of the site and preservation of important natural features and scenic viewsheds, riparian corridors, wildlife habitat and movement corridors, and historic resources.

- The Waterton Business Park does not fall within any Class 3 Hazards as identified on Map 8.1 of the 2040 CMP.
- While a portion of the Waterton Business Park site was part of a larger 1,520-acre former Dupont explosives manufacturing facility, the Colorado Department of Health Care Policy and Finance (CDPHE) worked to clean up the site and in 2022 CDPHE released the property from a remedial action cleanup plan based on completed cleanup measures and there are now enforceable requirements for redevelopment of the site including development restrictions indexed at the Douglas County Clerk and Recorder. Sterling Ranch will comply with all of the Douglas County development requirements and will continue to work closely with CDPHE.
- The business park site is not located within an area identified in the CMP as having steeply dipping bedrock, however, further geological and geotechnical study and review will be provided in subsequent planning phases to further classify any geologic and geotechnical hazards within the property. Mitigation measures identified in the studies will be identified and implemented in later planning phases, including view, grading, and landform preservation.
- The business park site does not include a mapped floodplain, however the conservation easement does. As such, any grading or drainage improvements within the conservation easement will comply with all local, state and federal requirements. Review of the *Douglas County Wildfire Hazard-Overlay District Map* (dated 10-11-2003) indicates that the site is included within the Wildfire Hazard Overlay District where Wildfire Hazard Assessment is required before development per Section 17 of the Douglas County Zoning Resolution.
- Controlling water pollution is essential to protect public health and welfare as well as to protect aquatic life, wildlife habitats, vegetation and aesthetics. The Waterton Business Park is located just west of Plum Creek within the Chatfield Watershed. The business park will be developed in

accordance with Douglas County Storm Drainage Standards, including the likely implementation of water quality control features through stormwater attenuation facilities to ensure surface water quality. Additionally, the appropriate State permitting & standards will be followed in accordance with the Colorado Department of Public Health and Environment regarding stormwater impoundment and discharge.

- The business park site is identified as 'Low Habitat Value' area; however, it sits on the inside edge of a 'Wildlife Habitat Conservation Area' and the southeastern 1/5th of the business park property extends into 'Overland Connection Area' as identified on the CMP Wildlife Resources Map. The CMP defines 'Overland Connection' as *"A broad area to facilitate wildlife movement, typically within or between large blocks of wildlife habitat. Overland connections are generally non-linear, not precisely defined, and may include various types of topography and vegetation"*. The Overland Connection area is approximately 1.5 miles wide in the vicinity of the business park with the majority of the overland connection area being to the south and east on neighboring County properties and the Dupont Open Space and DOW Woodhouse Wildlife parcel further to the south.
- In response to the business park's proximity to the Overland Connection and Wildlife Habitat Conservation Area, a wildlife assessment of the site was conducted by Kimley Horn in November of 2025. A memorandum was prepared detailing their findings and recommendations regarding wildlife habitat. Recommendations included 1) further coordination with Colorado Parks and Wildlife (CPW) and Douglas County to verify elk migration information around the site, and 2) modification of existing impassable fences that are obstructing natural migration patterns adjacent to the site.
- No elk migration corridors are mapped within the project site by CPW SAM Data or CNHP CODEX, and no wildlife migrations corridors are mapped within the project site by Douglas County's Wildlife Mapping. An overland connection is mapped within the southern 1/5th of the developable business park site by Douglas County. However, this data is not representative due to the impassable fences that sever movement between Plum Creek and the west.
- Protection and enhancement of wildlife habitat and habitat connectivity in the business park vicinity has occurred through the recent Chemours land exchange and partnership between Douglas County and Sterling Ranch. The open space conservation easement that was created along the southern and eastern property boundary effectively buffers the Waterton Business Park site from the larger contiguous Dupont and DOW Woodhouse wildlife areas and movement corridors. The site is also currently buffered from these larger contiguous habitat areas by the Emergency Vehicle Operation Center and County-owned parcels directly adjacent to the southern and eastern site boundaries.
- Further protection and enhancement of on-site habitat and the abovementioned adjacent habitat corridors can be successfully implemented within the proposed urban designation through thoughtful site planning as well as the implementation of the Sterling Ranch *Prairie Conservation Management Plan* (PCMP) which outlines goals for 1) promoting a sustainable human community that encourages a healthy and sustainable natural landscape, 2) protecting cultural and paleontological resources, 3) building and maintaining positive community and agency relations through sound management and coordination of conservation efforts, 4) minimizing wildlife-human conflicts, and 5) complying with federal and state laws and regulations pertaining to threatened, endangered, and sensitive species. The PCMP also

describes the protocols and policies for prairie dog management, burrowing owl management, migratory bird and raptor management and compliance.

- Although there are no known historically significant features, structures, or other archeological items within the property, protocols for managing the discovery of any cultural resources will be implemented per the Sterling Ranch Prairie Conservation Management Plan, the Colorado Geological Survey, and the Denver Museum of Nature & Science guidelines and requirements.
- For additional information on compatibility with existing, natural, and environmental conditions, preservation of important natural features and scenic viewsheds, riparian corridors, wildlife habitat and movement corridors, and historic resources please refer to **Sections E,F,G** in the above narrative.

4 Adequate water supply, water and sewer treatment facilities, transportation networks, access, fire protection, school facilities, and parks and trails for the development.

- **Water Supply, Water and Sewer Treatment Facilities:** In 2024 the Douglas County Board of County Commissioners voted unanimously to allow \$20 million of the Federal American Rescue Plan Act Dollars (ARPA) to be spent to improve water and wastewater infrastructure in Northern Douglas County. This partnership between Douglas County, Plum Creek Reclamation Authority, Sterling Ranch Community Authority Board, and Dominion Water and Sanitation District will provide for a centralized renewable water system and wastewater system for the town of Louviers and new development along the Waterton Road Corridor.
- The benefits of centralizing these systems include 1) providing the town of Louviers access to a safe and clean renewable water supply after being stranded on groundwater for over 60 years and 2) providing a connection to the Sterling Ranch Community Authority Board distribution and collection system which will allow for the decommissioning of the antiquated sewer lagoon in Louviers.
- To provide for a regional solution and to bring Louviers off of groundwater that has quality issues, Douglas County Commissioners have dedicated \$20 million to the Dominion Water and Sanitation District who has committed to build a new state-of-the-art wastewater treatment facility, a renewable waterline to deliver clean and safe water to Louviers, a lift station that will allow for the wastewater to be pumped to the new wastewater treatment plant, allowing the antiquated sewer lagoon to be decommissioned.
- This revitalization effort provides a connection to renewable and reliable water supply in a timely manner. This water supply is available today and a connection can be completed for emergency supplies in 1 to 2 years. This effort will provide a water supply, treated at the Larry D. Moore Water Treatment Plant jointly owned by Roxborough Water and Sanitation District and Dominion Water and Sanitation District, and fire flows to future retail, commercial, housing and light industrial development along the Waterton Corridor. It will also provide a water supply and fire flows to public facilities along Waterton Road including Douglas County's Emergency Vehicle Operation Center.
- Please see the attached *Dominion Water and Sanitation District Wholesale Water and Wastewater Service Commitment for Waterton Business Park (Exhibit W)*.
- **Traffic:** Please see the enclosed Transportation Review by Fox Tuttle Transportation Group dated 11-25-2024 (*Exhibit V*).

- The primary access to the Waterton Road Business Park will be Moore Road, Titan Road/Titan Parkway, Waterton Road, and Highway 85. As part of the Sterling Ranch full buildout, several roadways will be upgraded, improved, or added to provide a robust network into and through the Chatfield Basin. To date improvements have been made to Titan Road and new roadways have been constructed including Waterton Road from Moore Road to Rampart Range Road, Waterton Road from Moore Road to Highway 85 (Southern Connector), and several other collector and local roadways. In the near future, Moore Road between Titan Road and Waterton Road will be widened and improved to accommodate additional vehicular and non-auto traffic.
- Sterling Ranch is committed to preparing a Traffic Impact Study specific to Waterton Business Park to plan and evaluate the proposed internal and external roads/connections needed to the regional roadways. The Sterling Ranch team understands the need to update the Sterling Ranch MTS due to the changes in development, implementation of the new roadway network, and potential additional developable land. In partnership with Douglas County, the methodology for the updated MTS will be defined at the initial stage. New count data will be collected to update the baseline conditions and account for newly built homes throughout the Chatfield Basin.
- Please see the above narrative for additional information on water and wastewater (**Section J**) and traffic/transportation networks (**Section H**).

5 How existing and planned capabilities of the affected special districts can adequately handle the service demand.

- The Waterton Business Park is within the following taxing and special districts and will be served by: Douglas County Re-1 School District, Douglas County Government, South Metro Fire Rescue Fire Protection District, Douglas County Schools, Douglas County Law Enforcement, Douglas Public Library District, and the Mile High Flood District. With the inclusion of the business park into the Chatfield Urban Area, the site will be annexed into the Sterling Ranch Community Authority Board (CAB) or a new metro district that will be formed at the time of zoning, and will provide the same services to the Waterton Business Park that are currently provided to the Sterling Ranch community including water, sewer, trash collection and recreational amenities. Land dedications or cash-in-lieu will be provided for school and fire districts based on the ultimate proposed land uses.

6 How social, economic, or land use conditions of the County have changed or are in the process of changing in such a manner to support the proposed amendment to the CMP.

- In September of 2023 a real estate trade was unanimously approved by the Board of Douglas County Commissioners resulting in the preservation of approximately 204 acres of open space via a conservation easement in accordance with voluntary legal agreements between Sterling Ranch and Douglas County. The agreements restrict how the land may be used specifically for the purpose of conservation. In addition to the conservation easement that Douglas County received, they also acquired 48 additional acres that is anticipated to serve as an operations and material storage facility for Douglas County Public Works. In exchange, Sterling Ranch received approximately 120 acres of land owned by Douglas County on the east side of the conservation

easement which is a large part of the Waterton Business Park. It was understood that when this buffer was in place, the business park would be suitable for development.

- The conservation easement will create an important community buffer for Louviers, setting land aside in perpetuity for conservation directly adjacent to the village and separating it from the Waterton Business Park parcel. This conservation easement that will now serve as an open space buffer for the town of Louviers was previously zoned for general industrial use. The creation of this open space buffer represents a recent change in conditions that makes bringing the expanded Waterton Business Park and conservation easement acreage into the Chatfield Urban area for development compatible with the goals and intent of the 2040 master plan.
- Not only does the conservation easement facilitate the desired separation for Louviers Village, but this open space helps to support a critical missing link in a vital wildlife migration corridor identified by the County as 'Overland Connection' area which is comprised of the Woodhouse State Wildlife Area, Douglas County's Plateau Ranch, the Pike National Forest, Roxborough State Park, Sharptail Ridge, Red Mesa, Dupont Open Space, and Highlands Ranch Backcountry Wilderness.
- The conservation easement essentially creates a buffer between the Waterton Business Park and the larger contiguous protected Dupont Open Space and Plum Creek to the east. This change in condition is a special circumstance that makes bringing the Waterton Business Park into the Chatfield Urban Area compatible with the goals and objectives of the 2040 CMP, specifically Objective 2-10A – *Balance, conserve, and preserve sensitive environmental and visual resources as open space in areas adjacent to and within proposed urban areas*, Policy 2-10A.2 – *Any new development within the Chatfield Urban Area shall support, through the provision of significant open space, the conservation of those habitats, wildlife movement corridors, and habitat linkages*.
- An additional change in conditions within Douglas County that warrants bringing the additional Waterton Business Park acreage into the Chatfield Urban Area is the recent completion of the Waterton Road extension through the Sterling Ranch planned development. Douglas County's 2040 Transportation Master Plan identified the need for a regional solution to give those in Roxborough Village, Chatfield Farms, Roxborough Downs, River Canyon, and Sterling Ranch an alternative to Titan Road for access to US 85. With the completion of Waterton Road and a new east-west connection from Wadsworth Blvd to US 85, an arterial roadway frontage has been created that is ideal for development and can provide much needed and easily accessed commercial services to the greater Douglas County community in spirit with Chatfield Urban Area Policy 2-11A.6 – *Encourage development within this Area to offer existing and future residents the benefits of a multi-faceted community that can provide the residential, commercial, medical, recreational, and educational services that they require, while preserving the open spaces, viewsheds, and wildlife corridors characteristic of the area*.
- The most recent change in conditions in Douglas County that warrants bringing the additional acreage into the Chatfield Urban Area is the addition of the planned regional sports facility and a potential new Douglas County Sheriff's facility. Bringing the additional acreage into the Chatfield Urban Area will allow the full anticipated footprint of the sports facility to be included within the urban area. When the original Waterton Business Park boundary was brought into the Chatfield Urban Area earlier this year, the ultimate footprint of the sports facility and the potential Sheriff's facility were not yet identified. Bringing the additional land into the urban area to

accommodate the sports facility and potential Sheriff's facility is compatible with many of the CMP goals and objectives related to creating opportunities for improved health, safety, and recreational amenities.

7. How land proposed for urban development is a logical expansion of the Primary Urban Area (PUA), Separated Urban Area (SUA), or Chatfield Urban Area, as applicable.

- The Waterton Business Park sits on the western boundary of the *Louviers Rural Community* and directly abuts the *Chatfield Urban Area* on the west side of Moore Road. While the business park is within the boundary of the Louviers Rural Community, the site is actually much closer in proximity (approximately 60 feet) to Filings 6B and 6C of the Sterling Ranch PD and Plum Valley Heights than it is to any other residential development within the *Louviers Rural Community*. The Town of Louviers is the next closest development within the rural community at approximately 1/3rd of a mile away to the southeast. Given the proximity of the Waterton Business Park to the Sterling Ranch PD and its existing modern infrastructure, the business park could easily be served without the need to significantly expand infrastructure. Because the business park is directly adjacent to Sterling Ranch and the Chatfield Urban Area, expanding the Chatfield Urban Area boundary to include the additional business park acreage and conservation easement acreage would not result in a zoning patchwork but rather a continuous, logical expansion of the *Chatfield Urban Area*.

8. How the expansion of the PUA, SUA, or Chatfield Urban Area results in a compelling public benefit, as applicable.

- A wildlife corridor study conducted as a part of this application revealed multiple layers of fencing within the Overland Connection Area identified in the Douglas County Wildlife Resources Map – centered on the Louviers Gulch. These fences, which are a mix of private and County ownership, are all a minimum of 6-feet tall, and topped with 3-strands of barbed wire. As such, they are impassable to big game and are a major disruption to their migration through the corridor – causing them to spread out of the Louviers Gulch and on to Waterton Road, where they pose a severe safety hazard to drivers. In order to improve wildlife migration patterns and improve public safety, Waterton Business Park will include a strategy to partner with the County to remove fencing that will allow big game to travel along the overland connection corridor as-intended.
- The existing Waterton Road corridor through the property is fronted by large debris & rubble operations managed by Douglas County, as well as large gravel piles & heavy equipment storage related to winter roadway treatment. These piles of rubble, winter road treatment material, and heavy equipment will be removed as a part of Waterton Business Park. This will primarily divert the heavy truck traffic that transports this rubble away from this region completely – reducing traffic noise, congestion, and roadway damage. This will also help to repair & heal the landscape to allow for a more pleasant and aesthetic corridor.
- With the recent completion of Waterton Road through the Sterling Ranch Planned Development, this major thoroughfare now connects Wadsworth Blvd to Airport Road and US Highway 85,

serving a number of Douglas County communities including the Roxborough Suburban Area, the Chatfield Valley Subarea, the Chatfield Urban Area, the Louviers Rural Community, and more. The Waterton Business Park is bisected by Waterton Road, creating an ideal frontage for a number of land uses including commercial, mixed use, sports facility, and light industrial that could serve the greater Douglas County community.

- Addressing water and sewer needs in the Highway 85 corridor is an objective that has been identified in the CMP. Expanding the Chatfield Urban Area to include the additional Waterton Business Park area and conservation easement will generate more opportunities to build and connect water and sewer services that will benefit the existing surrounding communities including Louviers and new commercial and residential development along the Waterton Road corridor in a timely manner. The revitalization efforts of the water and wastewater systems in northwest Douglas County are made possible through the revenues generated from water and sewer tap fees from new development, such as the Waterton Business Park. Land use applications such as this one generate opportunities to build and interconnect services and networks that benefit the existing adjacent communities and create opportunities to meet future needs.
- Douglas County Sheriff's Department manages the Emergency Vehicle Operations Center (EVOC). Agencies across Douglas County and the South Metro area representing Emergency Management Services, Fire and Law Enforcement utilize the training facility. EVOC classes are important to help keep emergency responders safe and reduce the risk of accidents and injuries to the responders and law enforcement officers. It is understood that EVOC does not currently have the ability to supply fire suppression flows from hydrants due to lack of nearby water infrastructure. In order to enhance the safety of operations at the EVOC, the Waterton Business Park will include an extension of water main infrastructure to provide a centralized source for fire-flows. Having access to water will also allow bathrooms and other amenities to be added to the critical training facility.
- Including the additional Waterton Business Park acreage and the conservation easement in the Chatfield Urban Area and ultimately the Sterling Ranch Planned Development, residents of the Waterton Business Park and adjacent communities will be able to take advantage of Sterling Ranch trails, recreational facilities, and future regional parks and schools. While the ultimate land uses and site plans for the business park have yet to be determined, Sterling Ranch is anticipating the addition of a Rapid Flash Beacon (a traffic control device designed to increase driver awareness of pedestrians crossing roadways) on Moore Road to facilitate access to the planned Sterling Ranch trail system.
- Perhaps one of the most compelling public benefits offered with the inclusion of the Waterton Business Park expansion into the Chatfield Urban Area is the recently created conservation easement dedicated by Sterling Ranch that will form a vital and highly desired community buffer around the Village of Louviers. The conservation easement will also buffer the Waterton Business Park from a larger and more valuable wildlife habitat corridor to the south and east of the site as well as enhance a greater wildlife overland connection area identified by the County. This buffer epitomizes the smart balance of land uses and partnerships sought after in the 2040 CMP. The real estate trade and partnership between Sterling Ranch and Douglas County allowed land more suited for creating meaningful habitat linkages to be used for that purpose while creating a buffered parcel of land more suitable for development that is capable of catering to

the economic needs of Douglas County residents, providing clean and reliable water and wastewater, commercial services, and diverse housing opportunities.





DATE: 12-1-2025

OWNER:

STERLING RANCH LLC
8155 PINEY RIVER AVENUE, SUITE 200
LITTLETON, COLORADO 80125
BROCK SMETHILLS
(303) 202-6800
brocks@sterlingranchcolorado.com

APPLICANT:

STERLING RANCH LLC
8155 PINEY RIVER AVENUE, SUITE 200
LITTLETON, COLORADO 80125
SUSAN BECKMAN
(303) 881-7119
susanb@sterlingranchcolorado.com

SUBJECT: STERLING RANCH PLANNED DEVELOPMENT - REZONING APPLICATION

REQUEST: This request proposes an expansion of the Sterling Ranch Planned Development boundary by rezoning 595 acres of adjacent land as Planned Development.

PROJECT SUMMARY / WRITTEN NARRATIVE FOR THE REQUEST: (Per DCZR 1507)

Sterling Ranch is excited to announce two recent land acquisitions adjacent to the existing Sterling Ranch Planned Development (PD) boundary. The 1st land acquisition, referred to herein as the 'Burgess Property', sits west of the existing PD boundary east of Rampart Range Road and north of Prospect Village with spectacular mountain views to the west. This property is approximately 63 acres in size and is bisected by the East Willow Creek drainage corridor. The 2nd land acquisition, referred to herein as the 'Chemours Property', is part of a recent land exchange and partnership with Douglas County and sits east of the existing PD boundary directly adjacent to Ascent Village overlooking the Plum Creek riparian corridor. The Chemours property contains parcels of land acquired by Sterling Ranch, County-owned parcels, the Waterton Business Park parcel that was brought into the Chatfield Urban Area earlier this year, and a large conservation easement that provides the missing link to a vital wildlife corridor and open space buffer for the town of Louviers to the east. The Waterton Business Park portion of the property is also the proposed home of the much anticipated Zebulon Regional Sports Complex.

The Chemours Property, including the acquired Sterling Ranch and County-owned Parcels, the Waterton Business Park, and the conservation easement, totals approximately 532 acres. With this proposed amendment, Sterling Ranch is seeking to bring the 63-acre Burgess Property and the 532-acre Chemours Property into the Sterling Ranch PD as D2 Planning Area with O1, C5 and SCZ-E zoning in order to facilitate a mix of uses in the development of a balanced community. Anticipated uses include residential, business, commercial, recreational, open space, and other selected secondary uses in accordance with the Douglas County Zoning Resolution (DCZR), the Douglas County 2040 Comprehensive Master Plan (CMP) and the Sterling Ranch Planned Development (PD).

While the ultimate land uses and layouts for the properties have yet to be determined, it is anticipated that development for the Chemours Property will center largely around the planned regional sports complex which is projected to be an economic driver and spur the demand for adjacent commercial uses. Construction of the sports complex is anticipated to begin in late 2026 or early 2027.

The existing zoning on the Burgess Property is A1-Agricultural One. The 63-acre Burgess property sits east of Rampart Range Road, directly adjacent to undeveloped Sterling Ranch property to the south and east which is currently zoned PD and is being planned as part of Sterling Ranch Preliminary Plan No.7. The land directly to the north and west of the Burgess property is currently zoned A1-Agricultural One. This land is owned by the Public Service Company of Colorado (PSCO) and is utilized for transmission lines and an electrical substation. The PSCO properties buffer the Burgess property from additional existing A1 zoning to the north and further west of Rampart Range Road.

The 532-acre Chemours property proposed for rezoning within the Sterling Ranch PD currently has GI-General Industrial, A1-Agricultural One, and RR-Rural Residential Zoning. The property sits east of Moore Road, across the street from Sterling Ranch Filing No.6 and Plum Valley Heights, a community of 29 existing homes sites with RR-Rural Residential zoning. As the ultimate approved uses for the properties adjacent to Plum Valley Heights and Sterling Ranch Filing No. 6 are determined through future plat and/or Site Improvement Plan (SIP) processes, consideration will be given to appropriate transitional uses and/or landscape buffers to address land use compatibility. Lawrence Construction, a pioneer in heavy highway and bridge construction, forms the GI-General Industrial-zoned northern boundary of the Chemours property. The ultimate land uses and layout on the north end of the site will consider the adjacent industrial use and will provide the appropriate transitional uses and/or landscape buffers accordingly to promote compatibility.

Douglas County-owned property and the existing Emergency Vehicle Operation Center (EVOC) facility are zoned A1-Agricultural One and sit on the south side of the Chemours property. It is anticipated that the adjacent EVOC site that is utilized for the training of the Douglas County Sheriff Department officers could benefit from the proximity of the commercial uses and infrastructure anticipated within the Waterton Business Park. Consequently, both the EVOC site and the commercial uses could become symbiotic economic drivers.

The majority of land to the east of the Chemours property is owned by Douglas County and Louviers and has GI-General Industrial and Suburban Residential zoning respectively. The County-owned property is part of the Dupont Open Space and DOW Woodhouse Wildlife Areas. The large open space conservation easement in the Chemours property being proposed for inclusion and rezoning into the Sterling Ranch PD effectively buffers the Waterton Business Park site and the planned regional sports complex from the larger contiguous wildlife movement corridors. This conservation easement will remain in place as preserved open space, enhancing the larger wildlife corridor and serving as a highly desired open space and community buffer for the town of Louviers.

The following describes how this Planned Development Rezoning request meets the approval criteria outlined per Section 1503 of the Douglas County Zoning Resolution.

Approval Criteria for Planned Development Rezoning:

Per DCZR Section 1503 - The following criteria shall be considered by the Planning Commission and Board in review of planned development rezoning applications:

1503.01 – *Whether the application is in compliance with the requirements of this Resolution and the Douglas County Comprehensive Master Plan;*

1503.02 – *whether the application is in compliance with all applicable statutory provisions;*

1503.03 – *whether there has been a substantial change in the character of the neighborhood, since the land was last zoned;*

1503.04 – *whether the application demonstrates public facilities and services necessary to accommodate the proposed development will be available concurrently with the impacts of such development;*

1503.05 – *whether the roadway capacity necessary to maintain the adopted roadway level-of-service for the proposed development will be available concurrently with the impacts of such development;*

1503.06 – *whether the proposed rezoning is compatible with the surrounding land uses;*

1503.07 – *whether the subject land is suitable for the intended use and is compatible with the natural environment;*

1503.08 – *whether the proposed Development Plan complies with the general requirements in 1502 herein;*

1533.09 – *whether the planned development provides for unified development control under a unified plan; and*

1533.10 – *whether the application is in conformance with Section 18A, Water Supply Overlay District, herein.*

In accordance with DCZR approval criteria 1503.01 – The request to rezone the Burgess and Chemours properties as Sterling Ranch Planned Development is in compliance with the requirements of the Douglas County Zoning Resolution (DCZR) and the Douglas County Comprehensive Master Plan (CMP).

Per DCZR Section 1501, the intent of a Planned Development District (PD) is “to encourage innovative and creative design and to facilitate a mix of use in the development of a balanced community including residential, business, commercial, recreational, open space, and other selected uses.” The proposed PD zoning would support envisioned uses for the properties which include a regional sports complex, open space, various commercial and light industrial uses, and a variety of residential uses including small lot SFD, SFA and multi-family.

DCZR Section 1501 also stipulates that development within the PD district should 1) be designed to ensure that provision is made for ample open space, 2) that environmentally and visually sensitive areas are preserved, and 3) that layout, design and construction of residential development that is sensitive to

the natural landform and environmental conditions of the immediate and surrounding area be promoted. When the Waterton Business Park portion of the Chemours property was brought into the Chatfield Urban area earlier this year, a large conservation easement was created buffering the developable portion of the property from the adjacent Louviers community and larger wildlife habitat areas to the east and south. The proposed rezoning seeks to bring the conservation easement into the Sterling Ranch PD under O1 (open space preserve) zoning where it will be managed as open space, enhance an existing wildlife corridor, and continue to provide a development buffer for the town of Louviers. Proposed C1 (multi-functional open space) zoning on the Burgess Property will also preserve a portion of East Willow Creek Drainage that runs diagonally through the site as open space.

DCZR Section 1501 also stipulates that development within the PD district should 4) provide or be located in proximity to employment and activity centers such as shopping, recreational, and community centers, health care facilities, and public transit, and 5) ensure the adequacy of public facilities to accommodate population growth. The mixed-use vision for the Chemours Property includes a regional sports complex, entertainment, restaurant and retail uses all within close proximity to one another. As the properties proposed for rezoning are both directly adjacent to the existing Sterling Ranch PD, the extension of water, wastewater, and roadways represents a relatively easy and logical expansion of existing infrastructure. The regional sports complex will provide a wonderful recreational facility for all nearby residents and any new residential dwelling units within the property will be able to take full advantage of existing and planned schools, parks, trails, and facilities within the Sterling Ranch PD footprint.

DCZR Section 1501 also stipulates that development within the PD district should be designed to 6) promote balanced developments of mixed housing types, and 7) encourage the provision of dwellings with a range of affordability. The proposed PD zoning supports the residential uses which are anticipated to include a mix of housing types with a range of affordability including small-lot SFD, SFA and multi-family options which are not currently supported under the existing A1-Agricultural, RR-Rural Residential, and GI-General Industrial zoning.

In addition to complying with the requirements of the Douglas County Zoning Resolution, the proposed rezoning also complies with the 2040 Douglas County Comprehensive Master Plan (CMP).

The Burgess Property immediately adjacent to the west side of the existing Sterling Ranch PD is already within the Chatfield Urban Area. Earlier this year, an amendment to the 2040 CMP was unanimously approved by the Planning Commission to bring the portion of Chemours Property referred to as the Waterton Business Park into the Chatfield Urban Area. This current rezoning request is essentially a modification to the previous CMP amendment to 1) expand the business park boundary to include the full footprint of the planned Zebulon Regional Sports Complex which was not finalized at the time, 2) add a 38-acre parcel of land between Moore Road and the County Emergency Vehicle Operations Center (EVOC) into the business park boundary, and 3) include the open space conservation easement within the Chatfield Urban Area and Sterling Ranch PD.

This rezoning application is being submitted concurrently with a request to modify the previously approved CMP amendment to include these parcels. A full account of how the request to bring the expanded Waterton Business Park Boundary and open space conservation easement into the CMP is in compliance with the 8 approval criteria identified in Section 10-2A of the 2040 CMP is included in the concurrent CMP amendment request for reference. These criteria include 1) Consistency with the spirit,

intent, goals, objectives, and policies of the CMP, 2) Compatibility with the surrounding land uses and zoning, 3) Compatibility with existing, natural, and environmental conditions of the site and, preservation of important natural features and scenic viewsheds, riparian corridors, wildlife habitat and movement corridors, and historic resources, 4) Adequate water supply, water and sewer treatment facilities, transportation networks, access, fire protection, school facilities, and parks and trails for the development, 5) How existing and planned capabilities of the affected special districts can adequately handle the service demand, 6) How social, economic, or land use conditions of the County have changed or are in the process of changing in such a manner to support the proposed amendment to the CMP, 7) How land proposed for urban development is a logical expansion of the Chatfield Urban Area, and 8) How the expansion of the Chatfield Urban Area results in a compelling public benefit.

In accordance with DCZR approval criteria 1503.02 – To the applicant’s knowledge, upon pending approval of the concurrent request to amend the 2040 CMP to include the full Chemours Property within the Chatfield Urban Area, this request to rezone the Burgess and Chemours properties as Sterling Ranch Planned Development is in compliance with all applicable statutory provisions including those of the Douglas County Zoning Resolution, the Douglas County Comprehensive Master Plan, and the Sterling Ranch PD.

In accordance with DCZR approval criteria 1503.03 – There have been substantial changes in the character of the neighborhoods, since the land was last zoned. Regarding the A1-Agricultural One-zoned Burgess Property, which is already located within the Chatfield Urban Area, planning efforts are well underway for Sterling Ranch Preliminary Plan No.7 which directly abuts the property on the east and south sides. Roadway, water, and sewer infrastructure can now easily be extended to this site via Preliminary Plan No.7. The property will remain buffered from existing A1-zoned properties to the north and west by parcels of land owned by the Public Service Company of Colorado which support existing transmission lines and an electrical substation.

The existing Agricultural One and General Industrial zoning on the Chemours Property have been in place for a very long time and no longer support the full potential of the area. General Industrial zoning once supported the former Dupont explosives manufacturing facility which has since been closed and approved for redevelopment by CDPHE in December of 2023.

In September of 2023, thanks to a partnership between Sterling Ranch Acquisitions, Douglas County, and American chemical company Chemours FC, LLC, a real estate trade was unanimously approved by the Board of Douglas County Commissioners resulting in the preservation of 204 acres of open space via a conservation easement. Sterling Ranch Acquisitions purchased the property from Chemours and will own and maintain the land in accordance with the voluntary legal agreements between Sterling Ranch and Douglas County. The agreements restrict how the land may be used specifically for the purpose of conservation. In addition to the conservation easement that Douglas County received, they also acquired an additional 48-acre parcel that is anticipated to serve as an operations and material storage facility for Douglas County Public Works. In exchange, Sterling Ranch received approximately 120 acres of land owned by Douglas County on the west side of the conservation easement which is a large part of the Waterton Business Park. The conservation easement - which would have otherwise kept its General Industrial Zoning - created an important community buffer for Louviers, setting land aside in perpetuity for conservation directly adjacent to the village and separating it from the Waterton Business Park parcel. The creation of this open space buffer represents a recent change in conditions that makes

rezoning the Chemours Property as Sterling Ranch PD compatible with the goals and intent of the 2040 master plan. Not only does the conservation easement facilitate the desired development buffer and separation for Louviers Village, but this open space helps to support a critical missing link in a vital wildlife movement corridor.

An additional change in conditions within Douglas County that warrants bringing the full Chemours Property into the Chatfield Urban Area and rezoning it as Sterling Ranch PD is the recent completion of the Waterton Road extension through the Sterling Ranch planned development. Douglas County's 2040 Transportation Master Plan identified the need for a regional solution to give those in Roxborough Village, Chatfield Farms, Roxborough Downs, River Canyon, and Sterling Ranch an alternative to Titan Road for access to US 85. Douglas County and Sterling Ranch partnered to make major improvements to Waterton Road. Phase 1 of the Waterton Road project, called the Southern Connector, was a 2.8-mile, two-lane roadway between Airport Road and Moore Road that was completed by Douglas County in 2020. Phase 2 of the Waterton Road project was the construction of the 4-lane portion of Waterton Road that was finalized in 2022. This 2.5-mile extension from Rampart Range Road to Moore Road completed the connection to the Southern Connector, and ultimately US Highway 85. Phase 2 of the project was accelerated by a partnership agreement between Douglas County and the Sterling Ranch Community Authority Board that allowed the County to fund the construction portion of Phase 2 and allowed Sterling Ranch to repay that funding through an additional fee of \$4161.00 per single family dwelling unit within Sterling Ranch. With the completion of these Waterton Road construction phases and a new east-west connection from Wadsworth Blvd to US 85, an arterial roadway frontage has been created that is ideal for development and can provide much needed and easily accessed commercial services to the greater Douglas County community.

The most recent change in the character of the neighborhood around the Chemours Property is perhaps the planned regional sports complex. The sports complex boundaries had not yet been defined at the time the Waterton Business Park was brought into the Chatfield Urban Area earlier this year. While a large portion of the sports complex will sit within the current business park boundary, its full footprint will need to extend beyond the existing boundary. As the sports complex project continues to evolve, the footprint and surrounding infrastructure will likely shift. Bringing the full Chemours property including the expanded business park parcels and the conservation easement into the Chatfield Urban Area and Sterling Ranch PD will alleviate the need for future CMP amendments and zoning adjustments that would likely be required to accommodate the ultimate footprint of the sports complex and adjacent uses.

In accordance with DCZR approval criteria 1503.04 – Public facilities and services necessary to accommodate the proposed development including roads, utilities, schools, and recreational spaces will be made available concurrently with the impacts of the development. While the ultimate uses and layouts for the properties have not yet been determined, the required public facilities and services will be decided upon and reviewed during the required preliminary plan, plat, and/or site improvement plan processes. As the areas proposed for rezoning are directly adjacent to existing or planned Sterling Ranch development, expansion of the existing water and wastewater facilities to serve these areas would be relatively easy and logical. While the planned sports complex will provide an instant recreational amenity, additional open space in the form of a conservation easement in the Chemours property and multi-functional open space areas in the Burgess property are planned to be provided concurrently with development. School dedication will be accommodated for any additional students generated from

residential uses within the rezoned areas either through land dedication or cash-in-lieu. If the number of new students generated cannot be accommodated with existing or planned Sterling Ranch school sites, additional land or cash-in-lieu will be provided based upon demonstrated need.

In accordance with DCZR approval criteria 1503.05, a master transportation study has been conducted by Fox Tuttle Transportation Group to examine the implications to the external roadway capacity and to determine the anticipated roadway improvements that would be required to support the PD expansion and rezoning being proposed with this application. In summary the study found that the transportation network could accommodate the proposed zoning at acceptable levels of service with a number of added roadway improvements including but not limited to intersection improvements, road-widenings, and additional turn lanes. A letter has been provided by Fox Tuttle with this submittal summarizing the study and the anticipated roadway improvements that would be needed. The roadway improvements would be done in a phased and contiguous manner to balance the costly premature extension of roadway infrastructure with avoiding costly retrofits or unacceptable levels of service due to undersized facilities in the future. Additional traffic studies will occur as needed based on how the future dwelling units and land uses end up being distributed within the community during subsequent preliminary plans, plats, and/or site improvement plan processes in order to verify that roadway capacity will be available concurrently with the impacts of the development. Sterling Ranch will continue to pay a pro rata share of the cost to construct improvements to the highway system. Currently Sterling Ranch pays a developer-specific amount in highway fees per residential lot. Any residential lots within the proposed expansion will be subject to the same highway fees that are applied to other developments along Highway 85, which will provide necessary funds for improvements that benefit Douglas County residents.

In accordance with DCZR approval criteria 1503.06 – The proposed rezoning is compatible with the surrounding land uses. As previously mentioned, the current Sterling Ranch PD boundary directly abuts the east and south sides of the Burgess Property. Zoning the property as PD would allow the property to be developed under the same development standards as Sterling Ranch Preliminary Plan No.7. The Burgess Property is bound on its north and west sides by A1-zoned parcels owned by the Public Service Company of Colorado and are utilized for transmission lines and an electrical substation which buffer the Burgess Property from additional A1-zoned property further to the west and north.

As mentioned above, the Chemours Property sits directly east of Sterling Ranch Filing No. 6 from which water and sewer infrastructure can be easily expanded. The ultimate land uses will take into account the existing residential uses in Sterling Ranch Filing No. 6 in addition to the existing 29 rural residential homes in the Plum Valley Heights Community and will consider transitional uses and or landscape buffers to help achieve compatibility between land uses. The east and southeastern portion of the Chemours property is made up of the conservation easement which provides a compatible open space buffer between the town of Louviers and the anticipated development within the business park. The conservation easement also augments the larger Dupont Open Space and wildlife movement corridor to the south and east. Ultimate land uses will also consider ways such as transitional uses and/or landscape buffers to create a compatible boundary between the business park and the General Industrial zoned Lawrence Construction property to the north.

In accordance with DCZR approval criteria 1503.07 – The subject land is suitable for the intended use and is compatible with the natural environment. The Burgess Property is within the Chatfield Urban

Area directly adjacent to Sterling Ranch Preliminary Plan No.7 and is intended for residential use. The property is bisected by the East Willow Creek tributary which contains mapped floodplain and another smaller unnamed drainageway. Development will occur in a manner that respects the existing topography and drainages. Per the 2040 CMP Wildlife Resources Map (Map 9.1) the Burgess Property is not identified as 'High Habitat Value', and it is not located within a 'Wildlife Habitat Conservation Area' nor an 'Overland Connection Area'.

The Chemours Property, consisting of the Water Business Park site and conservation easement primarily consists of disturbed grassland, with a large portion of the site currently being utilized for Douglas County material storage including machinery, a soil stockpile, materials for winter roadway treatment, and demolished concrete and asphalt rubble. The balance of the site consists of vacant grassland, a detention pond, unimproved roads, and an ephemeral stream running through the conservation easement. The southwest portion of the property sits higher in elevation and primarily drains northeast towards Plum Creek, a wetland complex and riparian corridor east of the site that runs north into the South Platte River.

The majority of the Chemours Property is identified as 'Low Habitat Value' area; however, it sits on the inside edge of a 'Wildlife Habitat Conservation Area' and the southeastern 5th of the business park site and a large portion of the conservation easement extends into 'Overland Connection Area' as identified on the CMP Wildlife Resources Map. The CMP defines 'Overland Connection' as *"A broad area to facilitate wildlife movement, typically within or between large blocks of wildlife habitat. Overland connections are generally non-linear, not precisely defined, and may include various types of topography and vegetation"*. The Overland Connection area is approximately 1.5 miles wide in the vicinity of the business park with the majority of the overland connection area being to the south and east on neighboring County properties and the Dupont Open Space and DOW Woodhouse Wildlife parcel further to the south.

In response to the Waterton Business Park's proximity to the Overland Connection and Wildlife Habitat Conservation Area, a wildlife assessment of the site was conducted by Kimley-Horn & Associates, Inc. in August and September of 2024 when the original CMP amendment was processed. A memorandum was prepared detailing their findings and recommendations regarding wildlife habitat.

Recommendations included 1) further coordination with Colorado Parks and Wildlife (CPW) and Douglas County to verify elk migration information around the site, and 2) modification of existing impassable fences that are obstructing natural migration patterns adjacent to the site. As the original CMP amendment did not include the full Chemours Property Boundary being proposed for rezoning, Kimley-Horn conducted an additional wildlife assessment in November of 2025. A memorandum detailing their findings and recommendations regarding wildlife habitat has been included with this submittal for reference.

Protection and enhancement of wildlife habitat and habitat connectivity in the site vicinity has already occurred through the recent Chemours land exchange and partnership between Douglas County and Sterling Ranch. The open space conservation easement that was created along the southern and eastern property boundary effectively buffers the Waterton Business Park and sports complex site from the larger contiguous Dupont and DOW Woodhouse wildlife areas and movement corridors. The site is also currently buffered from these larger contiguous habitat areas by the Emergency Vehicle Operation Center and County-owned parcels on the south side of the site.

Further protection and enhancement of on-site habitat and the abovementioned adjacent habitat corridors can be successfully implemented within the proposed PD zoning designation through thoughtful site planning as well as the implementation of the Sterling Ranch *Prairie Conservation Management Plan* (PCMP). The PCMP details Sterling Ranch's plans for creating native prairie ecosystems within the Sterling Ranch community and accommodating wildlife habitats in phased approach as development proceeds. The PCMP outlines goals for 1) promoting a sustainable human community that encourages a healthy and sustainable natural landscape, 2) protecting cultural and paleontological resources, 3) building and maintaining positive community and agency relations through sound management and coordination of conservation efforts, 4) minimizing wildlife-human conflicts, and 5) complying with federal and state laws and regulations pertaining to threatened, endangered, and sensitive species. The PCMP also describes the protocols and policies for prairie dog management, burrowing owl management, migratory bird and raptor management and compliance.

In accordance with DCZR Section 1507.07 The Chemours Property does not fall within any Class 3 Hazards as identified on Map 8.1 of the 2040 CMP. A portion of the site was however part of a larger 1,520-acre former Dupont explosives manufacturing facility which was created in response to market demands for area mines and quarries at the turn of the 20th century. The Village of Louviers was originally developed by Dupont to attract long-term employees for the dynamite plant. Production at the facility stopped in the 1980's and the land was subsequently managed by The Chemours Company.

At the conclusion of the explosive manufacturing operations, the Colorado Department of Health Care Policy and Finance worked to clean up the site and establish a remedial action cleanup plan. In 2022 CDPHE released the property from the remedial action cleanup plan based on cleanup measures that had been completed. In December 2023, CDPHE approved the site closure and development. The site closure included conditions for any potential redevelopment including the restricted use of groundwater. The developable portion of the site has only one small area identified that requires mitigation or has special soil treatment precautions. Future development plans for this area will have mitigation requirements that will include bringing additional fill dirt to the site. Sterling Ranch will comply with all of the Douglas County development requirements and will continue to work closely with CDPHE.

According to FEMA Map 08035C0132F (Effective Date: 9/29/2005), and Douglas County GIS data, the developable portion of the Chemours Property does not include mapped floodplain, however the open space conservation easement within the property does. Review of the *Douglas County Wildfire Hazard-Overlay District Map* (dated 10-11-2003) indicates that the property is included within the Wildfire Hazard Overlay District where Wildfire Hazard Assessment is required before development per Section 17 of the Douglas County Zoning Resolution. A Phase 1 Wildfire Risk Assessment has been completed by Kimley-Horn & Associates, Inc. and is attached with this submittal for reference.

Controlling water pollution is essential to protect public health and welfare as well as to protect aquatic life, wildlife habitats, vegetation and aesthetics. The Chemours Property is located just west of Plum Creek within the Chatfield Watershed. The property will be developed in accordance with Douglas County Storm Drainage Standards, including the likely implementation of water quality control features through stormwater attenuation facilities to ensure surface water quality. Additionally, the appropriate State permitting & standards will be followed per the Colorado Department of Public Health and Environment regarding stormwater impoundment and discharge.

In accordance with DCZR approval criteria 1503.08 – The proposed Development Plan complies with DCZR General Requirements Section 1502.

- **In accordance with DCZR 1502.01** – The Sterling Ranch Planned Development conforms to the applicable sections of the DCZR listed under Section 1502.01. The Sterling Ranch Planned Development Plan includes more restrictive regulations than those which are included in the listed DCZR sections, but standards are not established that fall below the minimum standards of the DCZR.
- **DCZR 1502.02** – Mineral extraction is not anticipated nor proposed with this PD amendment.
- **In accordance with DCZR 1502.03** – A portion of the gross site area will be dedicated to Douglas County for public use, or cash-in-lieu of land as required by the Douglas County Subdivision Resolution.
- **In accordance with DCZR 1502.04** – All public utility distribution lines will be placed underground.
- **In accordance with DCZR 1502.05** – All uses proposed in the Planned Development will be served by a central water and sanitation facility.

In accordance with DCZR approval criteria 1503.09 – The planned development provides for unified development control under a unified plan (*The Sterling Ranch Planned Development Plan*).

In accordance with DCZR approval criteria 1533.10 – The application is in conformance with DCZR Section 18A, Water Supply Overlay District. A letter dated November 18th, 2025 from the Dominion Water and Sanitation District stating the District's intent and ability to serve the development has been provided with this submittal for reference.



DATE: 12-2-2025

OWNER:

STERLING RANCH LLC
8155 PINEY RIVER AVENUE, SUITE 200
LITTLETON, COLORADO 80125
BROCK SMETHILLS
(303) 202-6800
brocks@sterlingranchcolorado.com

APPLICANT:

STERLING RANCH LLC
8155 PINEY RIVER AVENUE, SUITE 200
LITTLETON, COLORADO 80125
SUSAN BECKMAN
(303) 881-7119
susanb@sterlingranchcolorado.com

**SUBJECT: STERLING RANCH PLANNED DEVELOPMENT - 15TH AMENDMENT
MAJOR AMENDMENT APPLICATION**

REQUEST: This request proposes an expansion of the Planned Development Boundary to include an additional 595 acres of land within the Sterling Ranch Planned Development, and an amendment to the dwelling unit maximum currently permitted to accommodate the proposed expansion. The amendment also seeks to replace Special Areas SA2 and SA3 with D2 Planning Area as depicted on the Land Use Plan and associated Plan Details.

NARRATIVE / WRITTEN EXPLANATION OF THE REQUEST: (Per DCZR 1521.05)

Sterling Ranch is excited to announce two recent land acquisitions adjacent to the existing Sterling Ranch Planned Development (PD) boundary. The 1st land acquisition, referred to herein as the 'Burgess Property', sits west of the existing PD boundary east of Rampart Range Road and north of Prospect Village. This property is approximately 63 acres in size and is bisected by the East Willow Creek drainage corridor. The 2nd land acquisition, referred to herein as the 'Chemours Property', is part of a recent land exchange and partnership with Douglas County and sits east of the existing PD boundary directly adjacent to Ascent Village overlooking the Plum Creek riparian corridor. The Chemours property contains parcels of land acquired by Sterling Ranch, County-owned parcels, the Waterton Business Park parcel that was brought into the Chatfield Urban Area earlier this year, and a large conservation easement that provides the missing link to a vital wildlife corridor and open space buffer for the town of Louviers to the east. The Waterton Business Park portion of the property is also the proposed home of a much anticipated regional sports complex.

The Chemours Property, including the acquired Sterling Ranch and County-owned Parcels, the Waterton Business Park, and the conservation easement, totals approximately 532 acres. With this proposed amendment, Sterling Ranch is seeking to bring the 63-acre Burgess Property and the 532-acre Chemours Property into the Sterling Ranch PD as D2 Planning Area with O1, C5 and SCZ-E zoning in order to facilitate a mix of uses in the development of a balanced community. Anticipated uses include



residential, business, commercial, recreational, open space, and other selected secondary uses in accordance with the Douglas County Zoning Resolution (DCZR), the Douglas County 2040 Comprehensive Master Plan (CMP) and the Sterling Ranch Planned Development (PD).

This proposed PD amendment also requests the conversion of two existing special planning areas (SA2 and SA3) into D2 planning areas. The SA2 and SA3 planning areas totaling approximately 72 acres are located at the far north end of the existing planned development boundary and are currently being used for sand/gravel mining operations. SA2 is currently designated as a future water storage reservoir area and SA3 is currently designated as a maintenance/industrial area. The SA2 and SA3 planning areas currently allow light industrial uses including but not limited to mixing plants, motorized vehicle service repair, product distribution/storage, warehouse, utilities, water storage, and 'other' uses such as mining, and sand/gravel operations. Sterling Ranch would like to convert these areas into D2 Planning Area to support future residential uses, as the originally planned uses for the site (reservoir and maintenance facility) are no longer anticipated as future long term uses.

While the ultimate land uses, layouts, commercial/recreational/open space square footages, and residential unit counts have not yet been determined for the newly acquired properties, Sterling Ranch is requesting to amend the Dwelling Unit Maximum currently allowed per the PD from 12,050 dwelling units to 16,050 dwelling units in order to start securing water and wastewater resources and to start planning for the required transportation infrastructure. Sterling Ranch anticipates that the full buildout of the existing planned development footprint and the areas proposed for expansion will occur over the next 30 years. While growth will occur in a phased and contiguous manner to save on the costly, premature extension of basic infrastructure, it is important to be able to start understanding and planning the ultimate future transportation and water infrastructure accordingly to avoid costly retrofits or unacceptable levels of service due to undersized facilities in the future.

Currently, the existing Sterling Ranch PD footprint is 3,400 acres. As currently zoned with 12,050 dwelling units, the Sterling Ranch PD represents a residential gross density maximum of 3.5 dwelling units per acre. If the proposed PD boundary expansion to 3,995 acres and the proposed increase in the dwelling unit maximum is approved, this would represent a modest increase in the residential gross density maximum to 4.0 dwelling units per acre.

While the majority of the additional dwelling units being requested will be slated for the newly acquired Burgess and Chemours properties totaling 595 acres, it is anticipated that a small portion of the additional dwelling units being requested could be located within the existing PD footprint. In addition to the 72 acres of land within planning areas SA2 and SA3 that were not previously anticipated for residential development, Sterling Ranch has also recently acquired a 54-acre parcel of land within the existing PD footprint at the southwest corner of the Titan Road and Roxborough Park Road intersection. This parcel of land, formerly owned by Rush Land LLC and previously contemplated for use as a soccer facility, is now available for residential development. Previous planning efforts for the existing PD footprint also designated a 100-acre parcel of land north of Titan Road as Special Character Zone D (SCZ-D) which was reserved for potential uses including sports fields/arenas and other sports facilities. These regional sports facilities are now being planned further south and east along Waterton Road. The combined acreage of the former water reservoir and maintenance sites, the former Rush property, and the former sports facility totals approximately 226 acres of land that was not previously anticipated for residential development.

The following sections describe how this Major Amendment request meets the process eligibility criteria and approval criteria outlined per Section 15 of the Douglas County Zoning Resolution (DCZR).

Major Amendment – Process Eligibility Criteria:

Per DCZR 1519 – An amendment request shall be considered a major amendment if it meets the following criteria:

1519.04 Increased Number of Dwelling Units – *An increase of the number of dwelling units in a planning area greater than 20%.*

1519.08 Planned Development Boundary – *Any proposed increase or decrease to the perimeter boundaries that results in a change in the overall size or acreage of the Planned Development shall be subject to the rezoning process unless the land to be added is already zoned planned development.*

1519.09 Land Use – *Any change in the allowed land-use categories, including changes in densities, such as from single-family to multi-family residential.*

Pertaining to DCZR 1519.04, while the proposed PD amendment does not request an increase in the number of dwelling units within any specific planning area, it does request an increase to the maximum number of dwelling units allowed within the entire planned development boundary. It is important to note, however, that this amendment also requests an expansion of the planned development boundary to bring an additional 595 acres of land into the development. The requested increase in the number of maximum dwelling units allowed is primarily to accommodate residential uses on the new acreage being added to the PD. If approved, this amendment would increase the size of the planned development from 3,400 acres to almost 4,000 acres and would only increase the overall gross density from 3.54 dwelling units per acre to 4.0 dwelling units per acre.

Pertaining to DCZR 1519.08, the applicant recognizes that the additional land being proposed for inclusion within the Sterling Ranch PD is subject to the rezoning process as the new land acquisitions are not currently zoned planned development. As such, an explanation of how this proposed amendment meets the approval criteria for planned development rezoning per DCZR 1503 is included below in this narrative.

Pertaining to DCZR 1519.09, the amendment request to convert the SA2 (reservoir) and SA3 (maintenance/industrial) planning areas into D2 planning areas in order to support future residential uses represents a change in the currently allowed land-use categories and densities. As these special planning areas currently support uses such as mining, quarry, and sand/gravel operations, transitioning to residential uses can largely be viewed as a downzoning. These special planning areas are currently being used for sand/gravel operations, however, Sterling Ranch does not anticipate this being the ultimate future use.

Major Amendment – Approval Criteria:

Per DCZR Sections 1512 through 1523 - The following criteria shall be considered by the Board for approval of the major amendment:

1519.01 - *Whether the amendment is consistent with the intent, efficient development and preservation of the entire planned development;*

1519.02 - *whether the amendment will affect the enjoyment of land abutting upon or across a street from the planned development in a substantially adverse manner;*

1519.03 – *whether the amendment will affect the public interest in a substantially adverse manner;*

1519.04 – *whether the sole purpose of the amendment is to confer a special benefit upon an individual;*

1520.01 - *whether the amendment is consistent with the development standards, commitments, and overall intent of the planned development;*

1520.02 - *whether the amendment is consistent with the intent, efficient development and preservation of the entire planned development;*

1520.03 - *whether the amendment will adversely affect the public interest or enjoyment of the adjacent land;*

1520.04 - *whether the sole purpose of the amendment is to confer a special benefit upon an individual;*

1520.05 - *for applications proposing an increase in the intensity of allowed land-uses, including changes in densities, whether the amendment is consistent with the water supply standards in Section 18A, Water Supply Overlay District, of this Resolution;*

1520.06 - *whether the public facilities and services necessary to accommodate the proposed development will be available concurrently with the impacts of such development; and*

1520.07 - *whether the roadway capacity necessary to maintain the adopted roadway level of service for the proposed development will be available concurrently with the impacts of such development.*

In accordance with DCZR major amendment approval criteria **1519.01**, **1520.01**, and **1520.02**, the proposed PD amendment is consistent with the intent, efficient development, development standards, commitments, and preservation of the entire planned development. In accordance with General Provisions Section G-11 of the Sterling Ranch PD, “*The **intent** of this Development Plan is to enable and encourage the implementation of the following policies: (a) that neighborhoods should generally be compact, pedestrian oriented, and mixed-use to the extent permitted by Table 2, (b) that ordinary activities of daily living should occur within walking distance of most dwellings, allowing independence to those who do not drive, (c) that interconnected networks of thoroughfares should be designed to disperse traffic and reduce the length of automobile trips, (d) shared-use of parking facilities should be encouraged, (e) that within most neighborhoods, a range of housing types should be provided, (f) that appropriate land uses should be provided within walking distance of transit stops, and (g) that a range of open space areas, including Regional Parks, Neighborhood Parks, Greens, Squares and Plazas, should be distributed within the Property.*”

The proposed expansion of the Planned Development boundary and the associated increase in the maximum number of dwelling units permitted to accommodate the expansion, as well as the conversion of Special Planning Areas SA2 and SA3 to D2, do not negatively impact the intent, efficient development, or preservation of the Sterling Ranch PD. Neighborhoods will still be generally compact and similar in terms of development standards to the existing neighborhoods that have made the community one of the best-selling communities in Colorado and nationally. The neighborhoods within the PD and those being proposed for inclusion within the expanded PD boundary will still be pedestrian oriented and encourage mixed use development. The vision for the Waterton Business Park includes a mix of commercial, light industrial, and residential uses directly adjacent to the planned Zebulon Regional Sports Complex. These commercial and recreational assets will be within walking distance for Sterling Ranch and other Douglas County residents. While the detailed design and layouts have not yet occurred for the areas proposed for inclusion within the Sterling Ranch PD, it is anticipated that thoroughfares into these areas will be designed in accordance with Douglas County and Sterling Ranch standards to disperse traffic and reduce the length of automobile trips.

While the Regional Sports complex will have vehicular parking available to all that wish to use the facilities, pedestrian and bicycle access to these facilities is also anticipated. The Waterton Business Park area included in the 595-acre PD expansion is expected to include a range of housing types within walking distance of the regional sports amenity and commercial uses in accordance with the intent of the PD. While public transit stops are not currently available in the 595-acre expansion area, it is anticipated that the regional recreational facility and commercial uses may spur the need for transit to be warranted. Finally, in conformance with the intent of the Sterling Ranch PD, a portion of the area proposed for inclusion in the planned development boundary includes an open space conservation easement that will serve as an open space buffer for the town of Louviers as well as a vital habitat corridor linkage. The Burgess property proposed for inclusion on the west side of the development contains a stretch of the East Willow Creek Drainage which will also be preserved as open space.

The additional land brought into the Sterling Ranch PD is proposed to be designated as D2 and O1 Planning Area. The D2 Planning Area would support the development standards and residential gross density maximums associated with Character Zones C1 through C5 and Special Character Zone E (SCZ-E) which support gross density maximums ranging from 1 du/ac to 15 du/ac and a range of uses including but not limited to residential, office, retail, civic, parks and recreation, education, civil support, transportation, and light industrial. Land designated as O1 Planning Area is set aside for open space preservation. Ultimate land uses and densities decided for the areas proposed for inclusion within the Sterling Ranch boundary will be consistent with the development standards outlined in the PD.

In accordance with DCZR major amendment approval criteria **1519.02**, **1519.03**, and **1520.03**, the proposed amendment will not affect the enjoyment of land abutting upon or across a street from the planned development in a substantially adverse manner, nor will it adversely affect the public interest or enjoyment of the adjacent land. The 63-acre Burgess property sits east of Rampart Range Road, directly adjacent to undeveloped Sterling Ranch property to the south and east which is currently being planned as part of Sterling Ranch Preliminary Plan No.7. Thoroughfare access into the Burgess Property from the east and south will be designed to work in tandem with the existing preliminary plan. The land directly to the north and west is owned by the Public Service Company of Colorado (PSCO) which hosts transmission lines and an electrical substation and buffers the property from the existing A1 zoning further to the west and north.

The 532-acre Chemours property proposed for inclusion within the Sterling Ranch PD sits east of Moore Road, across the street from Sterling Ranch Filing No.6. and Plum Valley Heights, a community of 29 existing residential homes sites. As the ultimate approved uses for the properties adjacent to Plum Valley Heights and Sterling Ranch Filing No. 6 are determined through future plat and/or Site Improvement Plan (SIP) processes, consideration will be given to appropriate transitional uses and/or landscape buffers. Lawrence Construction, a pioneer in heavy highway and bridge construction, forms the General Industrial-zoned northern boundary of the Chemours property. The ultimate land uses and layout on the north end of the site will consider the adjacent industrial use and will provide the appropriate transitional uses and/or landscape buffers accordingly to promote compatibility.

Douglas County-owned property and the existing Emergency Vehicle Operation Center (EVOC) facility sit on the south side of the Chemours property. It is anticipated that the adjacent EVOC site that is utilized for the training of the Douglas County Sheriff Department officers could benefit from the proximity of the commercial uses anticipated within the Waterton Business Park and both the EVOC site and the commercial uses could be symbiotic economic drivers.

The majority of land to the east and south of the Chemours property is owned by Douglas County and Louviers. The County-owned property is part of the Dupont Open Space and DOW Woodhouse Wildlife Areas. The open space conservation easement in the Chemours property being proposed for inclusion into the Sterling Ranch PD effectively buffers the Waterton Business Park site and the planned regional sports complex from the larger contiguous wildlife movement corridors. This conservation easement will remain in place as preserved open space, augmenting and enhancing the larger wildlife corridor and serving as a highly desired open space and community buffer for the town of Louviers.

In conformance with DCZR major amendment approval criteria **1519.04** and **1520.04**, the purpose of the proposed amendment is not to confer a special benefit upon any individual. The amendment simply seeks to bring newly acquired property into the Sterling Ranch Planned Development boundary and to develop and maintain that property in conformance with the standards and unified development control outlined per the Sterling Ranch PD.

In conformance with DCZR major amendment approval criteria **1520.05** water will continue to be available through the Dominion Water and Sanitation District for the dwelling units for which the property is currently zoned as well as for the additional dwelling units being requested with the expansion of the PD boundary. A letter (dated November 18, 2025) from the District has been provided with this submittal stating the District's intent and ability to serve the proposed expansion areas. The District will continue to vet proposed requests for service as ultimate land uses are determined and more detailed information on water demand becomes available during the required preliminary plan, plat, and/or site improvement plan processes.

In conformance with DCZR major amendment approval criteria **1520.06**, public facilities and services necessary to accommodate the proposed development including roads, utilities, schools, and recreational spaces will be made available concurrently with the impacts of the development. While the ultimate uses and layouts for the PD expansion areas have not yet been determined, the required public facilities and services will be decided upon and reviewed during the required preliminary plan, plat, and/or site improvement plan processes. As the proposed expansion areas are directly adjacent to existing or planned Sterling Ranch development, expansion of the existing water and wastewater facilities to serve these areas would be relatively easy and logical. While the planned sports complex will

provide an instant recreational amenity, additional open space in the form of a conservation easement in the Chemours property and multi-functional open space areas in the Burgess property are planned to be provided concurrently with development. School dedication will be accommodated for any additional students generated from residential uses within the expansion areas either through land dedication or cash-in-lieu. If the number of new students generated cannot be accommodated with existing or planned Sterling Ranch school sites, additional land or cash-in-lieu will be provided based upon demonstrated need.

In conformance with DCZR major amendment approval criteria **1520.07**, a master transportation study has been conducted by Fox Tuttle Transportation Group to examine the implications to the external roadway capacity and to determine the anticipated roadway improvements that would be required to support the PD expansion and the increase in dwelling units being proposed with this amendment. In summary the study found that the transportation network could accommodate the additional requested dwelling units at acceptable levels of service with a number of added roadway improvements including but not limited to intersection improvements, road-widenings, and additional turn lanes. A letter has been provided by Fox Tuttle with this submittal summarizing the study and the anticipated roadway improvements that would be needed. The roadway improvements would be done in a phased and contiguous manner to balance the costly premature extension of roadway infrastructure with avoiding costly retrofits or unacceptable levels of service due to undersized facilities in the future. Additional traffic studies will occur as needed based on how the future dwelling units and land uses end up being distributed within the community during subsequent preliminary plans, plats, and/or site improvement plan processes in order to verify that roadway capacity will be available concurrently with the impacts of the development. Sterling Ranch will continue to pay a pro rata share of the cost to construct improvements to the highway system. Currently Sterling Ranch pays a developer-specific amount in highway fees per residential lot. Any residential lots within the proposed expansion will be subject to the same highway fees that are applied to other developments along Highway 85, which will provide necessary funds for improvements that benefit Douglas County residents.

From: [Angela Christensen](#)
To: [Peggy Ripko](#)
Subject: RVF Common Fence
Date: Monday, November 24, 2025 9:24:20 AM
Attachments: [image001.png](#)

Hi Peggy,

Are you able to forward the below email to the RVMD Board?

Dear Board Members,

I am writing on behalf of Roxborough Village First to ask whether the RVMD would consider assuming maintenance responsibility for the common fencing along Village Circle West.

The RVMD's recent repair of the retaining wall along Canvasback Circle suggests that similar community-facing structures fall within the RVMD's maintenance standards. Given that the fencing borders a roadway and benefits the broader neighborhood, we believe it may also qualify for RVMD maintenance.

We would appreciate guidance on any information you may need from us to evaluate this request. Thank you for your time and consideration.

Thank you,



Angela Christensen, CMCA, AMS

Community Manager | KC & Associates, LLC - AAMC Accredited

www.KCHOA.com | [Resident Portal](#) | [KC App](#) | [G KC App](#)

Angela.Christensen@kchoa.com | 303-634-2875 Direct

(303) 933-6279 Office | Clientservices@kchoa.com

privileged information intended solely for the use of the individual or entity to whom it is addressed. If you are not the intended recipient, please do not read, copy, use or disclose this communication. Instead, please notify the sender immediately and delete it from your system. KC & Associates, LLC is not responsible for any errors or omissions in this message or any attachments, nor for any loss or damage arising from its use. Any views or opinions expressed are solely those of the author and do not necessarily represent those of KC & Associates, LLC.

Location	Date	Time	Approved?	Deposit \$100	Deposit Returned	Fee	In Binder?	Voided/ Cashed?	Date Permit Issued	Notes
Community Park	5/27/2023	1-4pm	Yes	Received						
Softball Field	4/8/2023	10am-2pm	Yes	Received	6/28/2023					
Community Park Gazebo and parking	4/1/2023	10am-1pm	Yes	Received						
Community Park/Baseball field	4/13/23-6/15/23	4:30pm-8:30pm	Yes	Received \$500	7/6/2023	\$2,200		Mailed to Gemsbok	3.2.2023	
Community Park/ Baseball Field	4/18/2023 & 5/2/2023 or 4/25/23 & 5/9/23	9am-2:30pm	Yes	Waived						
Chatfield Farms	6/7/2023, 6/21/2023, 7/5/2023 and 7/19/2023	8:30 am- 10:30 :	Yes	Received						
Softball Field	3/30/2024	930-3:30p	Yes	Received						
Community Park	7/22/2023	11am-7pm	Yes	Received	7/26/2023					
Community Park/Softball Field	7/21/2023	5:30 pm- 8:30 p	Yes	Received						
Community Park/Softball Field	8/4/2023	3:30 pm- 6:30 p	Yes	Received	8/10/2023					

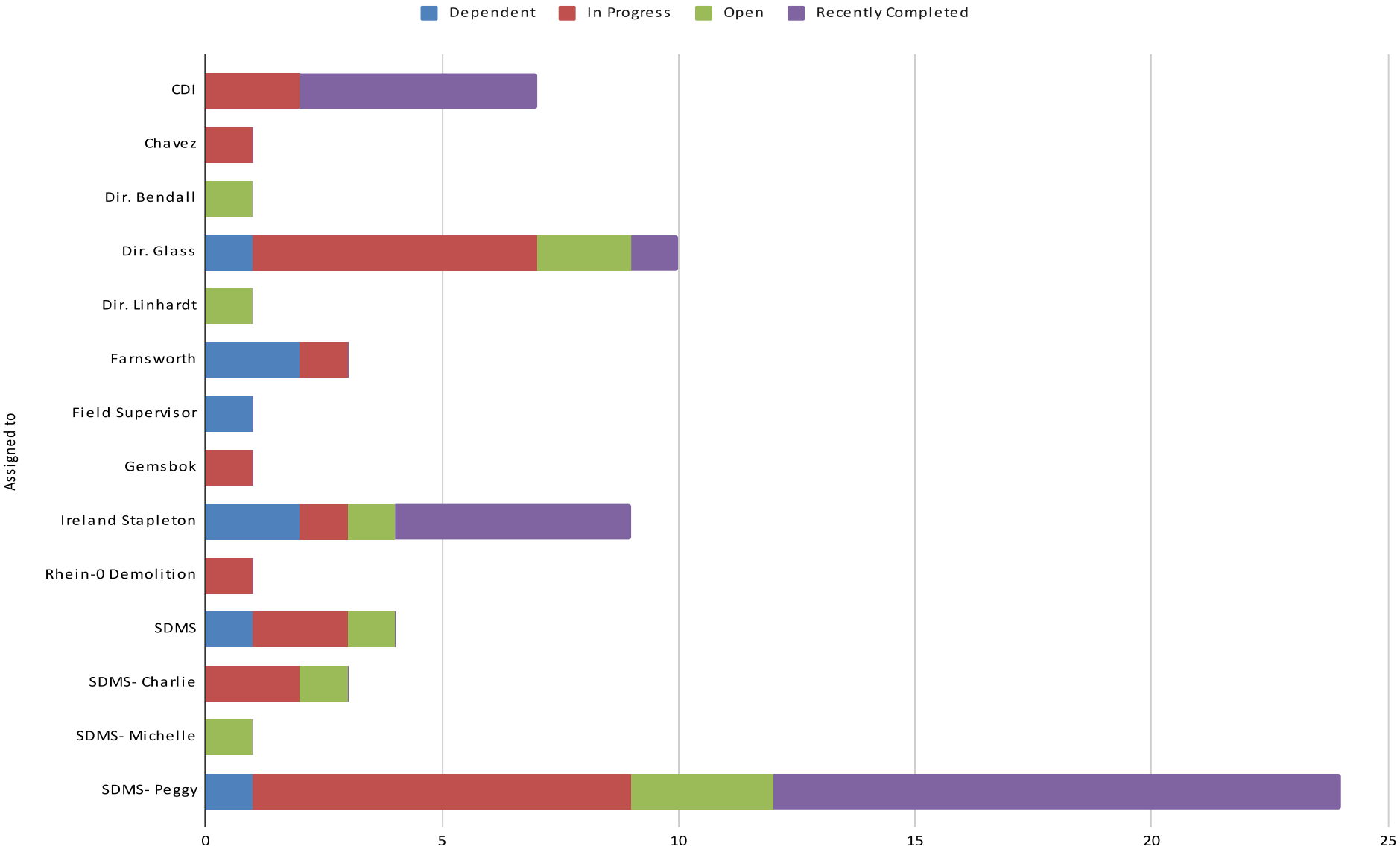
Status	Assigned to	Task	Due Date	Priority	Completed Date	Notes
Cancelled	Dir. Glass	Purchase and install QR code signs for Zebulon survey	12/9/2025			(12/9/25) Board opted to table sending out a survey.
Dependent	Dir. Glass	Put together greenhouse update for website	6/30/2024			Waiting on photo
Dependent	Farnsworth	Seek permits for bridge replacement at Rampart Way Open Area bridge	4/1/2024	High		Get permit going ASAP. (Received permission from US Fish & Wildlife Service on 12/18/23) Had meeting on 5/16; set up regular meetings. Survey in progress (9/13/24). (11/13/25) Waiting on Farnsworth to respond to Chavez/Ephram proposal and draft matching drawings.
Dependent	Farnsworth	Weathertrak	4/1/2024	Low		Gave JC info at meeting on 9/20; Per CDI; don't renew. Need info on whether Optiflow is worthwhile to implement. Had meeting on 5/16; set up regular meetings.
Dependent	Field Supervisor	Replace green irrigation covers with purple	8/1/2025	Low		Get GPS coordinates for each box. Purple covers are difficult to obtain due to supply issues Followed up on 8/8 to see status. Extended. CDI will be replacing as they can with the covers and GPS. Followed up on 8/28. Waiting for GIS. 11/2 Roughly 15- 20% of purple valve box lids have been replaced - TH E-mailed on 4/4/24 to have them check/replace during the spring irrigation checks. Will be doing this over the winter; deadline extended (10/9). Waiting for proposal from CDI to do the work (11/12).
Dependent	Ireland Stapleton	Sign replacements	2/1/2026	High		Postponed from 1/25/2023 meeting. On hold pending Board action.
Dependent	Ireland Stapleton	Draft agreement with Chavez Services for \$22,660.80 to replace a section of the sidewalk immediately west of Preble's Pond to eliminate sliding slabs, eliminate broken slabs, relocate the tilting bench, and to improve safety for emergency vehicles. We may require an engineer to weigh in on design.	9/30/2025			(10/6/25) Waiting for board input.
Dependent	SDMS	Tennis court reservation system	9/15/2025			Waiting for credit cards to be set up
Dependent	SDMS- Peggy	Get reimbursed for turf removal grant expenses	6/30/2025			Extension has been granted to 2028.
In Progress	CDI	Clean up bad GIS data	12/15/2025			11/17- Will be done once blow-outs are done.
In Progress	Chavez	Get a new bollard and locks for the path leading down the hill in Community Park	12/31/2025	Low		Requested proposal. Travis has options; will be forwarding to OP for selection. 10/5 - Found several options. Spoke with maintenance tech and they said we need a specific lock. Even if it is not a road/trail that emergency response will go on, it is still required for emergency purposes. TH. Received quote from CDI, need to confirm its the correct bollard. Will request new quote if not. Delayed until new playground is installed. Pushed back a year due to playground replacement. Included in playground work. (12/8/25) Ephram to ask Chavez to install now that playground is installed.
In Progress	CDI	Take down fire access road barriers	12/1/2025			Waiting for sign to be installed. (12/9/25) Need to verify CDI took the last barrier down. PR e-mailed Damon on 12/9.
In Progress	Dir. Glass	Reach out to DA regarding process for rule enforcement; Obtain "cheat sheet" for tying RVMD rules to state and county laws	2/28/2025			(5/12/25) Meeting is scheduled for 5/16/25. (6/9/25) Met with DA. They will enforce anything that they can tie to a county or state law. Dino is to tie RVMD rules and regs to the county and state laws. Ephram will assist with help from deputies.
In Progress	Dir. Glass	Work with Douglas County to figure out what to do about the fallen sandstones on the north Rampart Range Rd median	9/30/2025			(8/12/25) Ephram emailed Janet Herman to find out if the stones can be moved to the south end of the installation. (12/9/25) Ephram to notify Douglas County to move stones to east side of gazebo.
In Progress	Dir. Glass	Go to county re: median maintenance and landscaping along the sides of roads that are on Douglas County property	12/31/2024	Medium		Sent reminder on 7/24. Board directed Kelley to draft new agreement (or substantially change Douglas County's version). (10/14/24) Douglas County to supply language they would be comfortable with. Kelly provided with basic language to review on 12/4. (1/6/25) Kelly sent her revisions and Ephram replied with his own. (4/7/25) County sent back edits - still needs to be responded to. Agreement approved at 5/21/25 meeting. (6/9/25) Ephram to pick up thumb drive with photos from Castle Rock. (6/25/25) Ephram has picked up the thumb drives with the photos. (8/12/25) Ephram selected the photos and is waiting for Janet Herman to approve of those selections. (8/14/25) Janet approved. Waiting for the County to assemble the agreement with attachments. (12/9/25) Agreement photos were added; board to approve on 12/17.

Status	Assigned to	Task	Due Date	Priority	Completed Date	Notes
In Progress	SDMS- Peggy	Reach out to Douglas County regarding splitting cost to dredge the pond south of JP's.	12/31/25			(9/8/25) Emailed Janet Herman at the end of August. (12/9/25) Douglas County said to file an application.
In Progress	SDMS	Ensure Castle Rock Water pays for or fixes the damage C&L caused	9/30/2025			(9/8/25) Waiting for a response from Castle Rock Water on whether they make the repairs or pay us to do it. Also waiting on Ireland Stapleton response as to electric line liability. (11/13/25) Castle Rock Water agreed to pay for the electric repairs. (12/9/25) Send reimbursement invoice to Thomas Hecker at thecker@crgov.com from Castle Rock Water.
In Progress	Dir. Glass	Draft follow-up survey	11/1/2025			(10/6/25) Draft completed. Pending board edits. (11/13/25) Survey will be sent once all costs for trash have been received. (12/9/25) Waiting on one last quote and determination of broadband/cell survey inclusion.
In Progress	Farnsworth	Bridge replacement permitting at south creek crossing	4/1/2024	High		Gave info to JC at meeting on 9/20. Get permit going ASAP. (Received permission from US Fish & Wildlife Service on 12/18/23). Had meeting on 5/16; set up regular meetings. Survey in progress (9/13/24). (2/10/25) Model should be done by 2/14/25. Specs to be done by 2/28. (10/6/25) Farnsworth says they'll be done this week. (11/13/25) Waiting on Farnsworth to respond to Chavez/Ephram proposal and draft matching drawings.
In Progress	Rhein-O Demolition	Provide estimate for moving dirt to shore up the berm on the west side of Preble's Pond	12/31/2025			Ephram reached out to them 11/12/25
In Progress	SDMS	Arvada Pump to complete repairs to pumps	12/31/2025			(11/12/25) Arvada Pump said they didn't like the legal language in the agreement. They will be sending edits. Edits sent to legal for review. 12/8- Arvada Pump didn't like the changes; sent info to legal and asked Michelle to explore other options.
In Progress	SDMS- Charlie	Confirm aeration- 2 solar/1 conventional	4/25/2025			Requested agreement; let them know on 4/17. Sent executed agreement to them on 7/7. Followed up on 8/12. They were back-ordered; looking at installation in September. In the process of getting proposals for trenching. Trenching proposal included in the 12/17 meeting.
In Progress	SDMS- Charlie	Submit grant application for hogback trail	1/1/2026			Deadline for 1st round GOCO grant is August 1st. Some initial work needs to be done to get estimates for the project. Charlie met with Ephram on 3/26; Ephram to get prices. Charlie has been working on this; e-mailed OP an update on 8/12. Will be done in conjunction with non-motorized trail grant. Funds will be award right before the Parks & Trails grant, which will give us a better chance. Opens first of the year. Initial grant needed submitted on 10/1.
In Progress	Dir. Glass	Get proposal from UCS for locate services	9/30/2025			This was included in the original requests; Charlie requested again. He has requested several times with no response. 12/8- Recommend canceling.
In Progress	Dir. Glass	Collect proposals to landscape around Community Park playground	12/31/2025			(12/9/25) Design concepts reviewed by board. Ephram to relay recommended changes.
In Progress	SDMS- Peggy	Send letters re: landscape in district property	11/30/2025			Dino must first figure out if we send the letters to the homes backing up to property we don't own. Letters mailed; extended for response time. (12/9/25) Peggy working on responses to replies from homeowners.
In Progress	SDMS- Peggy	7168 Red Mesa Dr- contractor driving on District property where there is irrigation	5/1/2025			official letter and email to HOA. Ephram sent the info to Dino on 12/19. Homeowner has been contacted and will restore when work done, in spring. Peggy e-mailed the homeowner details on 1/2. Michelle will be following up in the spring. (6/9/25 and 7/1/25) Area has not been remediated yet. Ephram to re-check the area. (8/22/25) The area has still not been remediated; a letter needs to be sent to them. Follow up sent on 9/8. Follow up sent on 12/8.
In Progress	SDMS- Peggy	Look into a shared calendar with agenda tasks, etc.	9/30/2025			(10/6/2025) Ephram to share files with info@ account for copying. (12/9/25) Ephram sent files. Peggy to finish this up shortly.
In Progress	SDMS- Peggy	Reach out to Debbie Re: Rox e-mail	9/1/2025			She emailed me on 8/11; will set her up. E-mailed her the info on 8/14. Followed up on 10/5.
In Progress	SDMS- Peggy	Perform all steps needed to initiate posting of a Field Supervisor job	9/1/2025			Includes benefits and insurance set-up, short term disability, payroll. (12/9/25) Most things complete. To post on other job sites, credit card needs to be set up.
In Progress	SDMS- Peggy	Check in to credit cards	11/15/2025			Ramp; Kleer Card
In Progress	Ireland Stapleton	Change order for animal handholds in the park	12/31/2025			

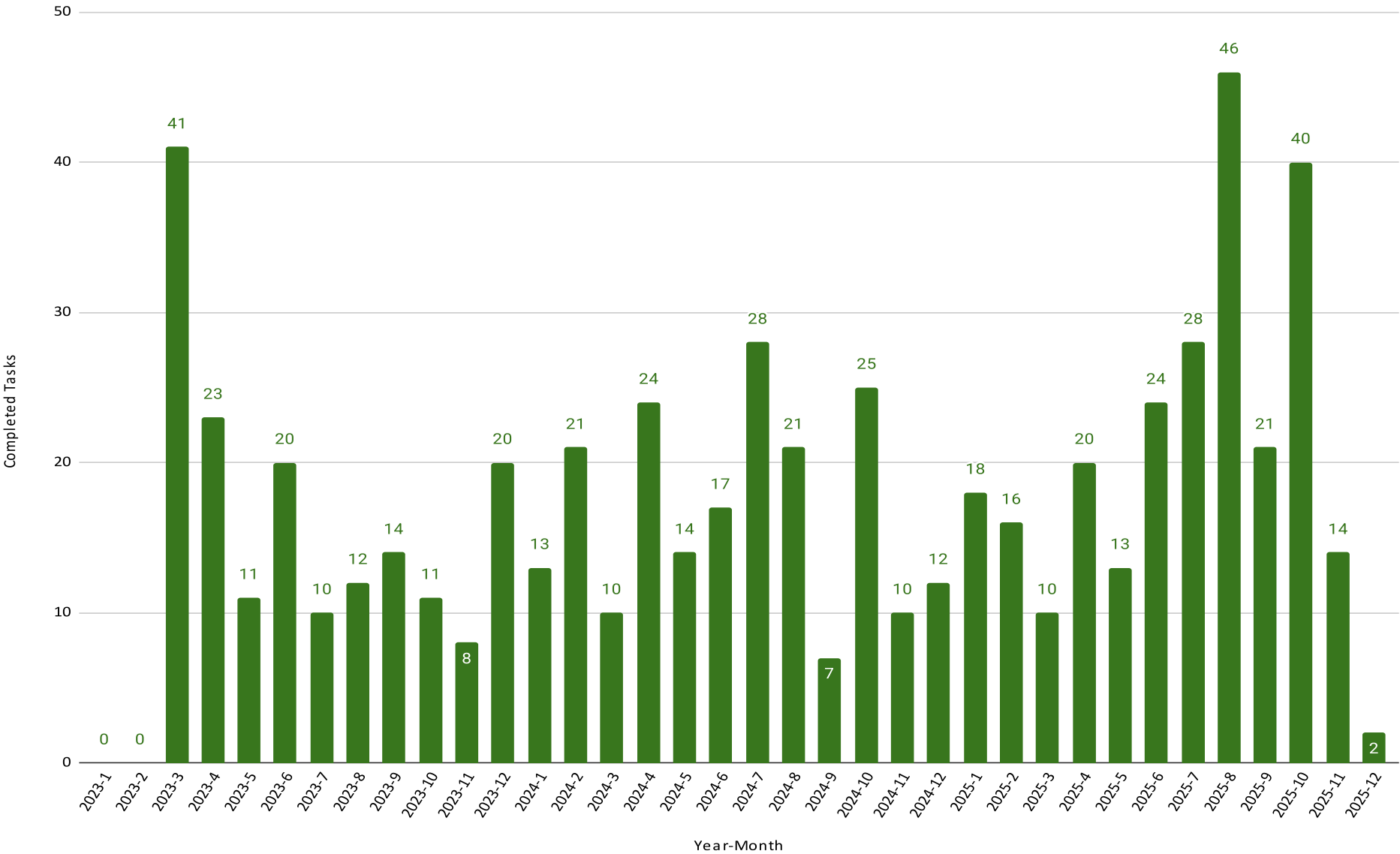
Status	Assigned to	Task	Due Date	Priority	Completed Date	Notes
In Progress	Gembok	Create list of recurring charges for approval	12/17/2025			E-mailed Kara on 11/21. Sent list to Ephram & Cliff on 12/8; added to 12/17 agenda to get approval.
In Progress	SDMS- Peggy	Set up credit cards for district	1/31/2025			
In Progress	HR Green	Send proposal for surveying residents and study broadband/cell options	12/17/2025			
						Deferred to 11/20. Deferred to 2025. Waiting for engineering drawings with southern sidewalk (12/13/24). Ephram sent updated info to Dino on 2/7; waiting for updated agreements. Agreement was signed; work will commence in the spring (3/11/25). (5/12/25) Work has been completed as of 5/10/25 for everything but the Community Park parking lot.
Open	Ireland Stapleton	Draft main parking lot asphalt repair contract with Chavez	12/31/2025			
Open	Dir. Bendall	Provide recommended Rules & Regs changes	10/1/2025			
Open	Dir. Glass	Reach out to Trip from IMEG to initiate transfer of GIS administration	10/30/2025			
Open	Dir. Linhardt	Send camera URL to Board	10/6/2025			
Open	SDMS- Charlie	Inspect Mule Deer and Crystal Lake playgrounds and identify what does not meet code	12/31/2025			Charges should be billed to Arrowhead Shores or be reimbursed by the HOA. 11/13- Peggy e-mailed Angela to confirm HOA is ok with reimbursing. Received confirmation on 12/10 that they are ok with reimbursing; Charlie will be working on it.
Open	SDMS- Michelle	Organize and schedule annual meeting with other jurisdictions	1/31/2026			Include Sheriff's office, West Metro, Commissioner Van Winkle, and others Check with Debbie regarding timing. Consider Subway gift cards for deputies and firemen. 11/18- Michelle will start working on this in January for a Feb/March meeting date.
Open	SDMS- Peggy	Let CDI know re: agreement	12/31/2025			
Open	SDMS	Initiate attempt to get Preble's Pond pump working	5/31/2025			Needed to retain water rights. Ask Browns Hill Engineering to take a look at it.
Open	Dir. Glass	Follow-up with AdLight from 12/8 meeting	12/31/2025			
Open	SDMS- Peggy	Execute EDI agreement	12/31/2025			
Open	SDMS- Peggy	Perform vault meter inspection, valve cleaning	4/30/2026			A valve was manually closed by Rox Water, it needs to be reopened. No water may be ordered until meter is calibrated.
Recently Completed	CDI	Provide a proposal to add missing handholds to the rock climbing structure in the traffic circle/marketplace playground	7/16/2025		11/14/2025	Followed up on 9/5; still in progress.
Recently Completed	CDI	Provide monument landscaping example	7/31/2025		12/4/2025	Damon had noted CDI does landscape design and was going to provide an example modeling a redesign of the landscaping in from of one of the Chatfield Farms 1A monuments. The landscape designed is out; will set up meeting with Ephram when he is back. (9/8/25) Ephram talked with Damon last week. Griff is working on it. Per Damon on 11/17, he should have the week of the 17th.
Recently Completed	CDI	Install no motor vehicles sign by Blue Mesa fire access road	11/30/2025		11/30/2025	Ephram has the sign
Recently Completed	CDI	Provide cost changes to 2026 landscape maintenance proposal per Ephram's email send 11/12	11/19/2025		11/19/2025	11/17- Daniel is working on a price.
Recently Completed	CDI	Move rocks onto medians	11/30/2025		12/1/2025	
Recently Completed	Dir. Glass	Respond to DR2025-10 referral from Douglas County	12/1/2025		11/30/2025	
Recently Completed	Ireland Stapleton	Cease & desist letter to Ed Stein	8/1/2025		11/19/2025	(8/14/25) Waiting for approval of the amendment of the Rules & Regs. Draft sent for review on 9/11.
Recently Completed	Ireland Stapleton	IMEG Waiver of Conflict			11/19/2025	(11/13/25) Waiting for board approval
Recently Completed	Ireland Stapleton	Resolution for use of credit card			11/19/2025	(11/13/25) Waiting for board approval
Recently Completed	Ireland Stapleton	Draft CDI work order for Chatfield Farms soccer field sod			11/13/2025	
Recently Completed	SDMS- Peggy	Update employee handbook; post job	10/30/2025		11/18/2025	E-mailed OP on 11/4 for interview guidance.
Recently Completed	SDMS- Peggy	Post assistant manager job	11/19/2025		11/18/2025	
Recently Completed	SDMS- Peggy	Update minutes with motions	11/21/2025		11/21/2025	

Status	Assigned to	Task	Due Date	Priority	Completed Date	Notes
Recently Completed	SDMS- Peggy	Get minutes signed and uploaded	11/21/2025		12/8/2025	Uploaded for signature on 11/21. Signed document downloaded and saved/distributed as needed.
Recently Completed	SDMS- Peggy	Update 2025 budget amendment resolution; get signed	11/21/2025		12/8/2025	Uploaded for signature on 11/21. Signed document downloaded and saved/distributed as needed.
Recently Completed	SDMS- Peggy	2026 budget resolutions	11/21/2025		12/8/2025	Uploaded for signature on 11/21. Signed document downloaded and saved/distributed as needed.
Recently Completed	SDMS- Peggy	Get IMEG letter signed	11/21/2025		12/8/2025	Uploaded for signature on 11/21. Signed document downloaded and saved/distributed as needed.
Recently Completed	SDMS- Peggy	Credit card policy- get executed	11/21/2025		12/8/2025	Uploaded for signature on 11/21. Signed document downloaded and saved/distributed as needed.
Recently Completed	SDMS- Peggy	Post grand opening on Facebook/email list	11/21/2025		11/21/2025	
Recently Completed	Ireland Stapleton	Services agreement for EDI	12/15/2025		12/8/2025	Drafted and sent to EDI for review on 12/8.
Recently Completed	SDMS- Peggy	Send Damon large irrigation invoice	11/21/2025		11/21/2025	
Recently Completed	SDMS- Peggy	Publicize park opening	11/21/2025		11/21/2025	Facebook, e-mail
Recently Completed	SDMS- Peggy	Job posting- send out via email	11/19/2025		11/19/2025	

Cancelled, Completed, Dependent, In Progress, Open...



Completed Tasks vs. Month



2024	
Month	Billed
January	\$ 1,717.39
February	\$ 1,306.04
March	\$ 1,203.99
April	\$ 4,073.60
May	\$ 1,676.99
June	\$ 1,741.22
July	\$ 3,685.27
August	\$ 2,198.86
September	\$ 730.27
October	\$ 2,824.00
November	\$ 1,128.29
December	\$ 1,607.26
Total	\$ 23,893.18
Budgeted	\$ 25,818.00
YTD	\$ 23,893.18
Remaining	\$ 1,924.82
Percent	92.5%

2025	
Month	Billed
January	\$ 1,436.81
February	\$ 1,228.85
March	\$ 1,254.92
April	\$ 3,623.33
May	\$ 1,669.99
June	\$ 2,574.26
July	\$ 5,537.36
August	\$ 1,973.36
September	\$ 545.81
October	\$ 3,184.44
November	\$ 956.45
December	
Total	\$ 23,985.58
Budgeted	\$ 24,564.00
YTD	\$ 23,985.58
Remaining	\$ 578.42
Percent	97.6%