

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: February 25, 2026

TIME: 6:00 p.m.

LOCATION: West Metro Fire Station 15 Meeting Room and Zoom Meeting

<https://us02web.zoom.us/j/86267550643?pwd=ob58I9fJoW6959PUJvCKVBYOhm4bvO.1>

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

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.
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III. CONSENT AGENDA

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.

- January 28, 2026 Board Meeting Minutes
 - February 2, 2026 Board Meeting Minutes
-

IV. FINANCIAL MATTERS

- A. Review and ratify approval of the payment of claims for the period ending January 31, 2026 in the amount of \$xx,xxx (enclosure):

- B. Review and accept unaudited financial report for the period ending January 31, 2026 (enclosure).

V. CONTRACTOR/CONSULTANT REPORTS

- A. Landscaping Updates - EDI.
 - 1. Review Monthly Report (enclosure).

 - 2. Discuss and consider approving renewal of the WeatherTRAK subscription (enclosure).

 - 3. Discuss and consider approval of a \$1,877.44 proposal from EDI to install solar to power one irrigation controller as a test for disconnecting additional controllers (enclosure).

 - 4. Discuss and consider approval of proposal to replace ten (10) dog stations at a cost of \$2,663 (enclosure).

 - 5. Discuss and consider approval of proposal to mitigate turf mite damage due to drought conditions (enclosure).

- B. Engineering Updates

1. Update on Crystal Lake pump repairs.
-

2. Discuss options for culvert replacement on Little Willow Creek.
-

3. Update on Rampart Way bridge.
-

4. Updates on discussions with Denver Water.
-

5. Other
-

VI. LEGAL MATTERS

- A. Update on Maintenance Agreement with Douglas County.
-

- B. Update on proposed dredging of pond south of the Roxborough Marketplace.
-

- C. Update regarding the Service Plan amendment.
-

- D. Review and discuss consolidated Rules & Regulations for signage (enclosure).
-

- E. Discuss prior agreement to allow temporary little league fences to be installed on the softball field (enclosure).
-

- F. Other
-

VII. AGENDA PRIORITIES

- A. Discuss and consider responding to Douglas County referral DR2026-001 (enclosure).
-

- B. Discuss and consider responding to Douglas County referral DR2026-002 (enclosure).
-

- C. Update on posting job openings for a field supervisor and assistant manager.
-

- D. Review and discuss updated AdLight sign concepts (enclosure).

- E. Discuss and consider approval of \$8,375.90 proposal from Chavez Services to replace broken and lifted concrete (enclosure).

- F. Discuss and consider proposals for engraving boulders for signage (enclosure).

- G. Discuss and consider approval of trenching proposal for aerator at Preble's Pond (to be distributed).

- H. Discuss and consider proposals for tree planting (enclosure).

- I. Discuss preliminary survey results.

- J. Discuss request from Douglas County to use a small portion of the Metro District parcel just west of the Roxborough Intermediate School on the east side of the northbound lanes of N. Rampart Range (enclosure).

- K. Discuss and consider approval of proposal for janitorial services for the bathrooms in community park (enclosure).

- L. Discuss and consider approval of a proposal for wildfire mitigation (enclosure).

- M. 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.*

 - 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.
-

2. Update on grant applications for 2026.
-

IX. DIRECTOR MATTERS

- A. Other
-

X. OTHER MATTERS

- A. 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>
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XII. ADJOURNMENT

THE NEXT REGULAR MEETING IS SCHEDULED FOR WEDNESDAY, MARCH 25, 2026

**MINUTES OF REGULAR MEETING OF
THE BOARD OF DIRECTORS OF THE
ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
HELD
JANUARY 28, 2026**

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 28th day of January, 2026 at 6:00 p.m. at the West Metro Fire Station 15 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)

Brandon Freiner, Environmental Designs

Josh Nelson; Nelson Forestry

**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 Throneberry, and, upon vote, unanimously carried, the Board approved the Agenda.

**PUBLIC
COMMENTS**

Mr. Nelson from Nelson Forestry gave a presentation regarding tree care.

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

- Minutes of the November 19, 2025 Board meeting.
 - Minutes of the December 17, 2025 Board meeting.
 - Minutes of the January 5, 2026 Board meeting.
-

**FINANCIAL
MATTERS**

Claims: The Board considered the claims paid for the period ending December 31, 2025 for a total of \$289,319.73.

Following discussion, upon motion, duly made by Director Glass, seconded by Director Throneberry 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 December 31, 2025.

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

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

**CONTRACTOR/
CONSULTANT
REPORTS**

Landscaping Updates - CDI Landscape, LLC:

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

Park Landscape Proposal and Design: The Board reviewed the park landscape proposal and design. The Board gave direction regarding style of furniture and equipment.

Engineering Updates:

Update on Crystal Lake Intake Work: Director Glass stated that t~~F~~he materials are on order.

Update on Little Willow Creek Bridge: The Board discussed the ~~update-status of~~ ~~on~~ the Little Willow Creek Bridge work. Director Prysby will confirm the best way to do the work.

Update on GIS Adjustments and Fixes: Director Glass updated the Board on the GIS adjustments and fixes.

Updates on Discussions with Denver Water: Director Glass updated the Board on ~~his~~~~the~~ discussions with Denver Water.

Other: None.

LEGAL MATTERS

Maintenance Agreement with Douglas County: Director Glass stated that t~~F~~he Agreement has been submitted to Douglas County for signature.

Dredging Pond South of Roxborough Marketplace: Director Glass stated that t~~F~~he updated proposal has been received, and ~~the request~~it has been sent to Douglas County with a request that the County pay some or all of the cost.

Service Plan Amendment: Attorney Ross ~~updated~~~~advised~~ the Board that the detailed timeline and list of tasks for ~~regarding~~ the Service Plan Amendment project will be completed ~~and timing~~within the next week.

Sterling Ranch Expansion Plans: Director Glass stated that t~~F~~he County meeting that was scheduled to discuss the plan was delayed.

Roxborough Water & Sanitation Board Meeting: Director Glass stated that he attended the Roxborough Water & Sanitation Board meeting and mentioned the District.

Resolution Adopting Second Amendment to the Rules & Regulations: The Board reviewed the Resolution Adopting Second Amendment to the Rules & Regulations for property and improvements owned or maintained by the District.

Following discussion, upon motion, duly made by Director Bendall, seconded by Director Throneberry, and, upon vote, unanimously carried, the Board adopted the Resolution Adopting Second Amendment to the Rules & Regulations for property and improvements owned or maintained by the District.

Other: None.

**AGENDA
PRIORITIES**

Status of Hiring Field Supervisor: District Manager Ripko gave an update on the status of hiring a field supervisor.

District Signage: The Board reviewed the designs and requested updates.

Proposal for Relocation and Engraving of Stones: Following discussion, District Manager Ripko will be getting additional bids for the relocation and engraving of stones.

Trenching Proposal for Aerator at Preble's Pond: The Board reviewed the trenching proposal for aerator at Preble's Pond.

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

Proposal from Hoelting & Company: The Board reviewed the proposal from Hoelting & Company to perform the 2025 audit.

Following discussion, upon motion, duly made by Director Prysby, seconded by Director Linhardt, and, upon vote, unanimously carried, the Board approved the proposal from Hoelting & Company to perform the 2025 audit for a cost of \$7,900.

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.

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

2026 Weed and Native Plant Management Program: The Board reviewed the 2026 weed and native plant management program.

Following discussion, upon motion, duly made by Director Linhardt, seconded by Director Bendall, and, upon vote, unanimously carried, the Board approved the 2026 weed and native plant management program, subject to an updated map to be included.

General Updates:

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

Update on Grant Applications for 2026: The Board discussed the update on the grant applications for 2026.

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

None.

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

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE ROXBOROUGH VILLAGE METROPOLITAN DISTRICT HELD FEBRUARY 2, 2026

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 2nd day of February, 2026 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
Clifford Linhardt

CALL TO ORDER Chairperson Glass called the meeting to order at 6:02 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

Director Glass suggested adding a section to discuss new tree plantings and expand the camera and culvert discussions based on additional material received. Following discussion,

upon motion duly made by Director Glass, seconded by Director Linhardt, and, upon vote, unanimously carried, the Board approved the agenda as amended.

II. PUBLIC COMMENTS/HOMEOWNER REQUESTS

There were no public comments.

III. BOARD DISCUSSION MATTERS

A. Update on landscaping proposals for the Community Park playground.

Director Glass provided an update on the status of the proposals.

B. Update on sign concepts from AdLight.

Director Glass provided an update on the status of the concept designs.

C. Update on electrical work by Campfire Street.

Director Glass relayed that most of the work was complete and the electrician would be out the following week for clean up items.

D. Discuss options for culvert replacement on Little Willow Creek.

Director Glass noted he had received information from an Aurora Water representative on what they used for their culverts. Director Glass noted that the manufacturer they used did not produce a culvert small enough for use on Little Willow Creek, but that other manufacturers carried similar products that were smaller. After some discussion, the Board directed Director Glass to reach out to Chavez Services to see if those products would work for the District.

E. Update on Douglas County Sheriff enforcing certain rules that are both county and metro district rules.

Director Glass relayed that although the Sheriff was willing to enforce the rules and regulations, they would not do so proactively and would not patrol the District's open space.

F. Discuss installation of cameras within the district.

The Board discussed the \$10,136.58 Techneaux Technology Services proposal for installing cameras in the District. After some discussion, the Board directed Director Linhardt to ask the representative from Techneaux Technology Services to come to the District's meeting in early March to answer questions from the Board.

G. Discuss topics for the next newsletter.

Director Glass reviewed a list of proposed newsletter topics with the Board. After discussion, the consensus of the Board was to include the full list and reduce topics as needed if it was too lengthy.

H. Update on field supervisor and assistant manager job postings.

Director Glass provided an update from the District Manager that the field supervisor and assistant manager positions were posted on additional job search websites and that interviews were expected to begin in February.

I. Update on follow-up survey.

Director Glass relayed to the Board that the follow-up survey was expected to be sent out within the next week.

J. 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.

The Board reviewed a request to reserve the softball field at the end of May for the annual 5th grade picnic. The consensus of the Board was to have the District Manager approve the reservation as long as there were no conflicts with existing reservations.

K. Discussion on proposed tree plantings for 2026.

Director Glass reviewed a map of proposed new tree plantings. After some discussion and adjustments, the Board directed Director Glass to request proposals for planting the trees in the spring.

IV. OTHER MATTERS

A. Other

There were no additional items discussed.

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 Glass, seconded by Director Linhardt, and upon vote, unanimously carried, the Special Meeting was adjourned at 7:03 p.m.

Respectfully submitted,

By: _____
Secretary for the Meeting

Roxborough Village Metro District
A/P Aging Summary
 As of January 31, 2026

	<u>Current</u>	<u>1 - 45</u>	<u>46 - 90</u>	<u>> 90</u>
Chavez Services LLC	12,278.00	0.00	0.00	0.00
Colorado Special Districts Property and L	46,939.00	0.00	0.00	0.00
Consolidated Divisions Inc	8,189.92	0.00	39,899.12	2,379.38
CORE Electric Cooperative	357.36	0.00	0.00	0.00
Diversified Underground	158.00	0.00	0.00	0.00
Foothills Park & Recreation District	1,948.31	2,315.18	0.00	0.00
Gemsbok Consulting Inc.	1,968.85	0.00	0.00	0.00
Ireland Stapleton Pryor & Pascoe PC	5,369.64	0.00	0.00	0.00
Metro Maintenance	660.00	0.00	0.00	0.00
Peggy Ripko - Reimbursement	174.32	0.00	0.00	0.00
Radiant Lighting Services, Inc	0.00	0.00	0.00	4,467.19
Roxborough Water & Sanitation District	1,649.08	0.00	0.00	0.00
Special District Management Services, Inc	8,962.83	0.00	4,920.90	0.00
Utility Notification Center of Colorado	75.51	0.00	0.00	0.00
TOTAL	<u>88,730.82</u>	<u>2,315.18</u>	<u>44,820.02</u>	<u>6,846.57</u>

3:10 PM
02/17/26

Roxborough Village Metro District
A/P Aging Summary
As of January 31, 2026

	<u>TOTAL</u>
Chavez Services LLC	12,278.00
Colorado Special Districts Property and L	46,939.00
Consolidated Divisions Inc	50,468.42
CORE Electric Cooperative	357.36
Diversified Underground	158.00
Foothills Park & Recreation District	4,263.49
Gemsbok Consulting Inc.	1,968.85
Ireland Stapleton Pryor & Pascoe PC	5,369.64
Metro Maintenance	660.00
Peggy Ripko - Reimbursement	174.32
Radiant Lighting Services, Inc	4,467.19
Roxborough Water & Sanitation District	1,649.08
Special District Management Services, Inc	13,883.73
Utility Notification Center of Colorado	75.51
TOTAL	<u>142,712.59</u>

3:09 PM
02/17/26

Roxborough Village Metro District
A/P Aging Detail
As of January 31, 2026

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Due Date</u>	<u>Split</u>
Current				
01/21/2026	1.2026	CORE Electric Coop...	01/31/2026	-SPLIT-
01/21/2026	5450715256	Peggy Ripko - Reim...	01/31/2026	-SPLIT-
01/31/2026	226011201	Utility Notification Ce...	01/31/2026	-SPLIT-
01/31/2026	155150	Special District Man...	01/31/2026	-SPLIT-
01/31/2026	SALES000...	Foothills Park & Rec...	01/31/2026	-SPLIT-
01/31/2026	171721	Ireland Stapleton Pry...	01/31/2026	-SPLIT-
01/23/2026	January20...	Roxborough Water ...	02/02/2026	68025 · Water Expense
01/23/2026	January20...	Roxborough Water ...	02/02/2026	68025 · Water Expense
01/23/2026	January20...	Roxborough Water ...	02/02/2026	68025 · Water Expense
01/23/2026	January20...	Roxborough Water ...	02/02/2026	68025 · Water Expense
01/29/2026	30864	Metro Maintenance	02/08/2026	-SPLIT-
01/31/2026	January20...	Roxborough Water ...	02/10/2026	-SPLIT-
01/31/2026	5472640372	Peggy Ripko - Reim...	02/10/2026	-SPLIT-
01/31/2026	26-PL-601...	Colorado Special Di...	02/10/2026	14010 · Prepaid Expense
01/14/2026	RVMD-202...	Chavez Services LLC	02/13/2026	-SPLIT-
01/21/2026	2568	Consolidated Divisio...	02/20/2026	-SPLIT-
01/31/2026	3129	Consolidated Divisio...	03/02/2026	-SPLIT-
01/31/2026	33768	Diversified Undergro...	03/02/2026	-SPLIT-
01/31/2026	6477	Gemsbok Consultin...	03/17/2026	-SPLIT-
Total Current				
1 - 45				
12/31/2025	SALES000...	Foothills Park & Rec...	12/31/2025	-SPLIT-
Total 1 - 45				
46 - 90				
11/30/2025	153135	Special District Man...	11/30/2025	-SPLIT-
11/06/2025	2260	Consolidated Divisio...	12/06/2025	-SPLIT-
Total 46 - 90				
> 90				
01/20/2025	2912	Consolidated Divisio...	02/19/2025	-SPLIT-
01/20/2025	2911	Consolidated Divisio...	02/19/2025	-SPLIT-
01/20/2025	18119A	Radiant Lighting Ser...	02/19/2025	-SPLIT-
Total > 90				
TOTAL				

Roxborough Village Metro District
A/P Aging Detail
As of January 31, 2026

Memo	Aging	Open Balance
		357.36
		130.74
RTL Transmissions		75.51
January 2026 Distric...		8,962.83
January 2026 Res...		1,948.31
		5,369.64
Billing period 12/25/...		120.50
Billing period 12/25/...		104.25
Billing period 12/25/...		208.50
Billing period 12/25/...		104.25
additional c harges		660.00
irrigation agreement		1,111.58
		43.58
		46,939.00
		12,278.00
		5,345.50
		2,844.42
January 2026		158.00
December 2025		1,968.85
		88,730.82
December 2025 Re...	31	2,315.18
		2,315.18
November 2025 Dist...	62	4,920.90
	56	39,899.12
		44,820.02
	346	760.00
	346	1,619.38
	346	4,467.19
		6,846.57
		142,712.59

Roxborough Village Metro District
Claims by Vendor Detail

January 2026

Type	Date	Num	Memo	Account	Original Amount	Balance
Bill.com LLC						
Bill	01/08/2026	26014250441	Billing Period 12/05/2025 - 01/04/2026	52040 · Software & Online Subscr...	317.96	317.96
Bill	01/08/2026	26014250441	Billing Period 12/05/2025 - 01/04/2026	52040 · Software & Online Subscr...	60.56	378.52
Bill	01/08/2026	26014250441	Billing Period 12/05/2025 - 01/04/2026	52040 · Software & Online Subscr...	15.77	394.25
Total Bill.com LLC						394.25
Chavez Services LLC						
Bill	01/29/2026	RVMD-2026-101		68070 · Snow Removal Expense	7,501.20	7,501.20
Bill	01/29/2026	RVMD-2026-101		68070 · Snow Removal Expense	1,428.80	8,930.00
Bill	01/29/2026	RVMD-2026-102		68070 · Snow Removal Expense	1,730.40	10,660.40
Bill	01/29/2026	RVMD-2026-102		68070 · Snow Removal Expense	329.60	10,990.00
Total Chavez Services LLC						10,990.00
Consolidated Divisions Inc						
Bill	01/29/2026	2530		64040 · Landscape Contract	11,758.18	11,758.18
Bill	01/29/2026	2530		64040 · Landscape Contract	2,239.65	13,997.83
Total Consolidated Divisions Inc						13,997.83
CORE Electric Cooperative						
Bill	01/07/2026	12.2025		51050 · Utilities Expense	291.17	291.17
Bill	01/07/2026	12.2025		51050 · Utilities Expense	55.46	346.63
Total CORE Electric Cooperative						346.63
Gembok Consulting Inc.						
Bill	01/29/2026	6451	December 2025	57030 · Accounting Services	1,514.02	1,514.02
Bill	01/29/2026	6451	December 2025	57030 · Accounting Services	288.38	1,802.40
Bill	01/29/2026	6451	December 2025	57030 · Accounting Services	75.10	1,877.50
Total Gembok Consulting Inc.						1,877.50
Ireland Stapleton Pryor & Pascoe PC						
Bill	01/29/2026	170966		57020 · Legal Expenses	4,517.05	4,517.05
Bill	01/29/2026	170966		57020 · Legal Expenses	860.39	5,377.44
Bill	01/29/2026	170966		57020 · Legal Expenses	224.06	5,601.50
Total Ireland Stapleton Pryor & Pascoe PC						5,601.50
Pinyon Environmental, Inc.						
Bill	01/07/2026	308851		80010 · Park Infrastructure/Improv...	6,500.00	6,500.00
Total Pinyon Environmental, Inc.						6,500.00
QuickBooks Payroll Service						
Liability Che...	01/29/2026		Fee for 5 direct deposit(s) at \$5.00 each	54000 · Payroll Expenses	25.00	25.00
Total QuickBooks Payroll Service						25.00
Radiant Lighting Services, Inc						
Bill	01/29/2026	17643A		80020 · Irrigation Improvements	2,568.87	2,568.87
Total Radiant Lighting Services, Inc						2,568.87
Roxborough Water & Sanitation District						
Bill	01/15/2026	December2025_1	Billing period 11/25/2025 - 12/24/2025	68025 · Water Expense	120.50	120.50
Bill	01/15/2026	December2025_2	Billing period 11/25/2025 - 12/24/2025	68025 · Water Expense	104.25	224.75
Bill	01/15/2026	December2025_3	Billing period 11/25/2025 - 12/24/2025	68025 · Water Expense	208.50	433.25
Bill	01/15/2026	December2025_4	Billing period 11/25/2025 - 12/24/2025	68025 · Water Expense	104.25	537.50
Bill	01/15/2026	December2025_5	irrigation agreement	68025 · Water Expense	735.28	1,272.78
Bill	01/15/2026	December2025_5	irrigation agreement	68025 · Water Expense	140.05	1,412.83
Total Roxborough Water & Sanitation District						1,412.83
Special District Management Services, Inc						
Bill	01/29/2026	154503	December 2025 District Management Fees	57040 · District Management	4,941.38	4,941.38
Bill	01/29/2026	154503	December 2025 District Management Fees	57040 · District Management	941.21	5,882.59
Bill	01/29/2026	154503	December 2025 District Management Fees	57040 · District Management	245.11	6,127.70
Total Special District Management Services, Inc						6,127.70
United Site Services						
Bill	01/29/2026	INV-5796945	Crystal Lake Park	68050 · Portable Restroom Exp.	367.69	367.69
Bill	01/29/2026	INV-5809410	Chatfield Farms Park	68050 · Portable Restroom Exp.	324.02	691.71
Bill	01/29/2026	INV-5810151	Roxborough Community Park	68050 · Portable Restroom Exp.	314.83	1,006.54
Bill	01/29/2026	INV-5851766	Crystal Lake Park	68050 · Portable Restroom Exp.	367.69	1,374.23
Bill	01/29/2026	INV-58621612	Chatfield Farms Park	68050 · Portable Restroom Exp.	343.56	1,717.79
Bill	01/29/2026	INV-5862659	Roxborough Community Park	68050 · Portable Restroom Exp.	333.22	2,051.01
Total United Site Services						2,051.01
Utility Notification Center of Colorado						
Bill	01/29/2026	225121223	RTL Transmissions	62020 · Utility Locate	58.00	58.00
Bill	01/29/2026	225121223	RTL Transmissions	62020 · Utility Locate	11.05	69.05
Total Utility Notification Center of Colorado						69.05
Xcel Energy						
Bill	01/27/2026	959398356	December 2025	51050 · Utilities Expense	3.74	3.74
Total Xcel Energy						3.74
TOTAL						51,965.95

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Roxborough Village Metro District
Payroll Detail
January 2026

Num	Date	Source Name	Payroll Item	Type	Wage Base	Amount
BOD Compensation						
DD1154	01/30/2026	Ephram Glass	BOD Compensation	Paycheck	0.00	100.00
DD1155	01/30/2026	Ronald E Bendall	BOD Compensation	Paycheck	0.00	100.00
DD1156	01/30/2026	Stephen L Thorneb...	BOD Compensation	Paycheck	0.00	100.00
DD1152	01/30/2026	Clifford A Linhardt	BOD Compensation	Paycheck	0.00	100.00
DD1153	01/30/2026	Debra D Prysby	BOD Compensation	Paycheck	0.00	100.00
Total BOD Compensation					0.00	500.00
TOTAL					0.00	500.00

Roxborough Village Metro District

Executive Summary

As of January 31st, 2026

Summary

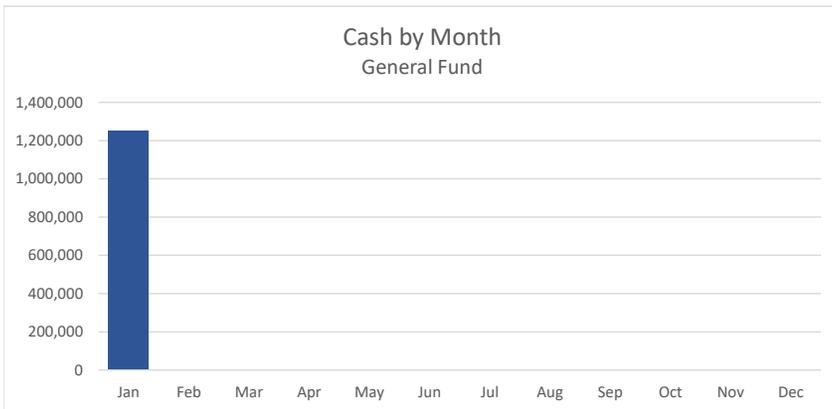
The district received a Specific Ownership Tax payment totaling \$8,435.83 in January. The 2026 budgets have been entered for all fund accounts and the bar charts have been updated to reflect the new year's budget. The audit engagement letter has been returned to the auditor, and Gemsbok is beginning to engage and provide them with requested documents.

Key Performance Metrics

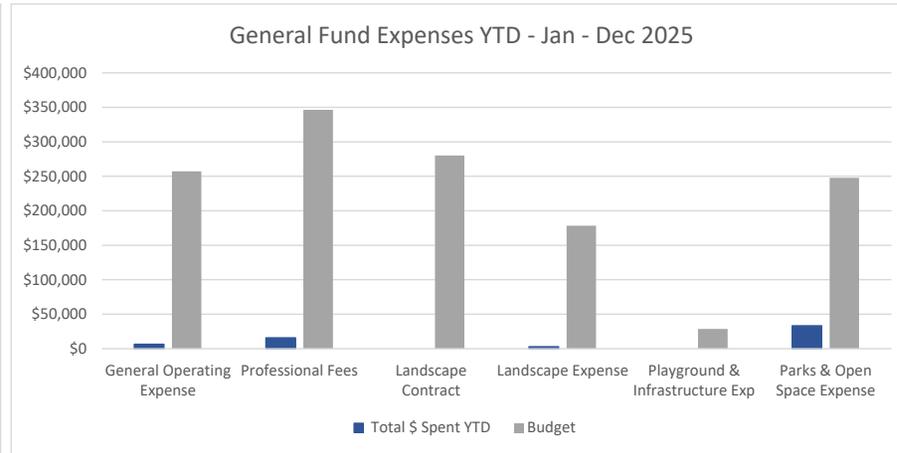
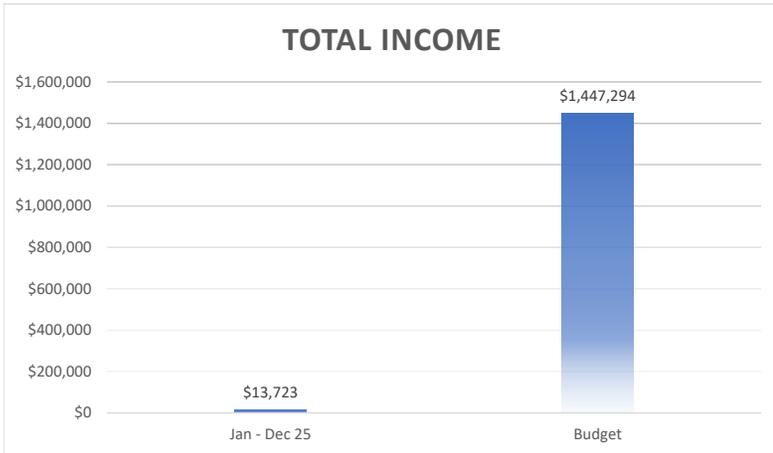
Cash Position



Cash balances will be expected to increase now that we are into 2026.

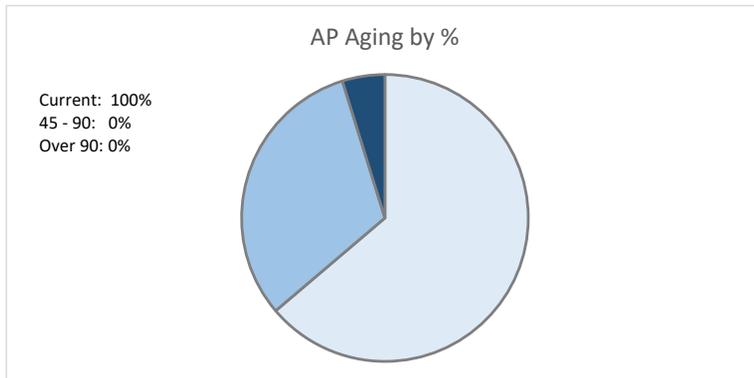


Income & Expenses



As the year progresses, we will monitor expense trends to the current budget, as well as historical years.

Accounts Payable

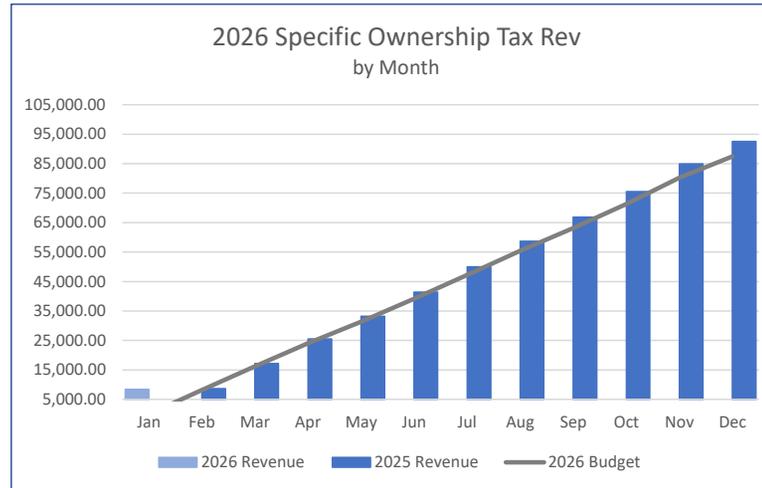
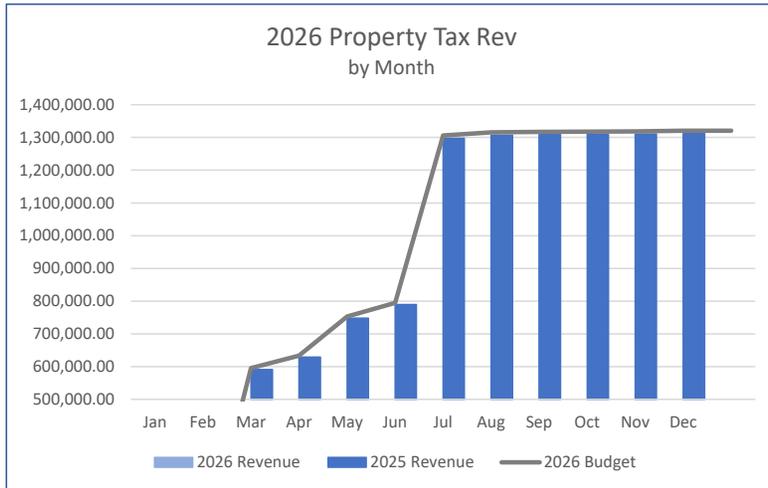


Based on the current reporting, 36% of Accounts Payable are over 45 days past due. The total value of the past due bills through January are \$51,666.59. The value of the current bills are \$91,046.00. We will continue to provide transparency on all district bills received.

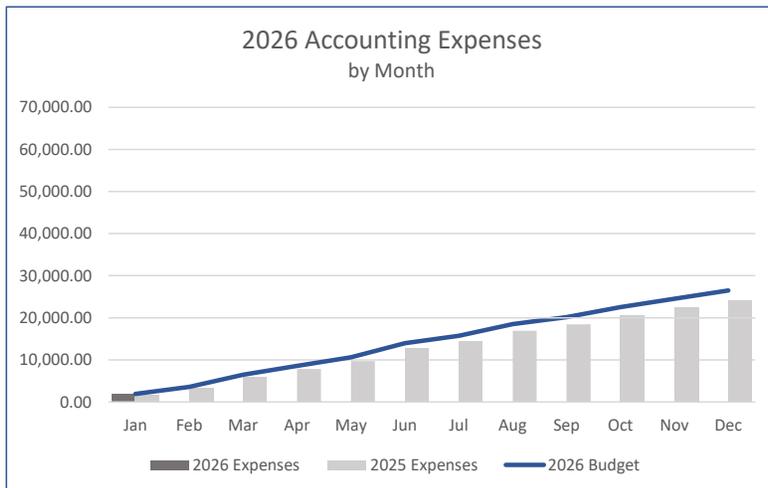
Revenue and Expense Trends by Type

As of January 31st, 2026

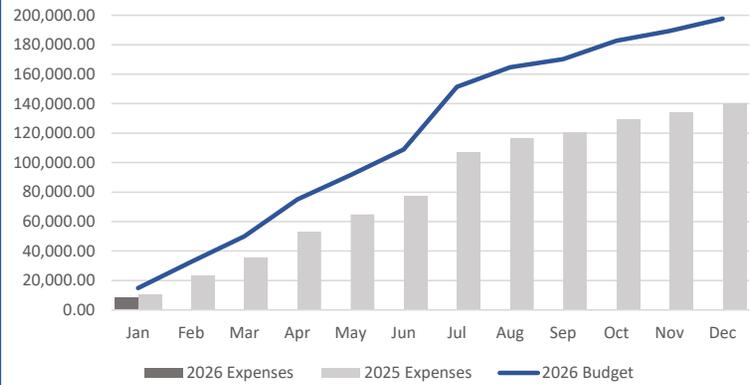
Revenue



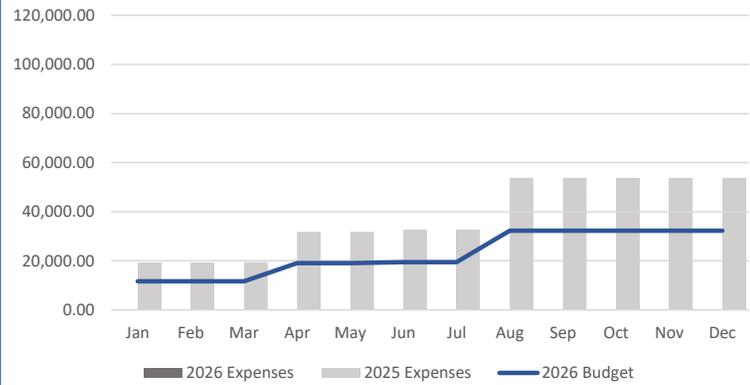
Expenses

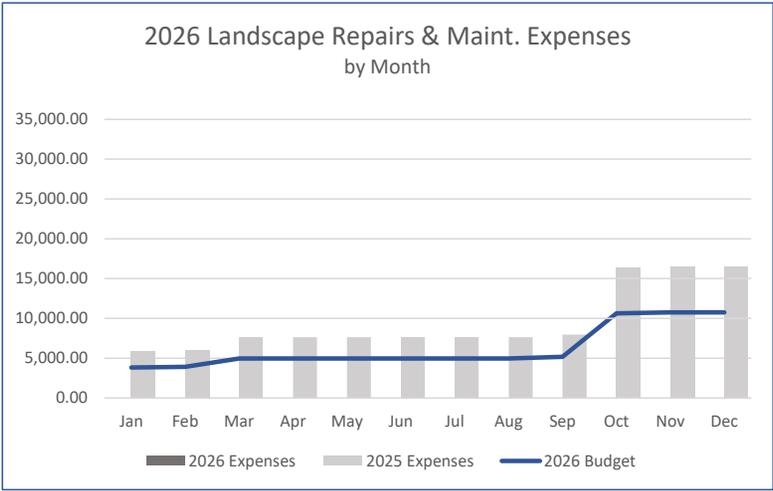
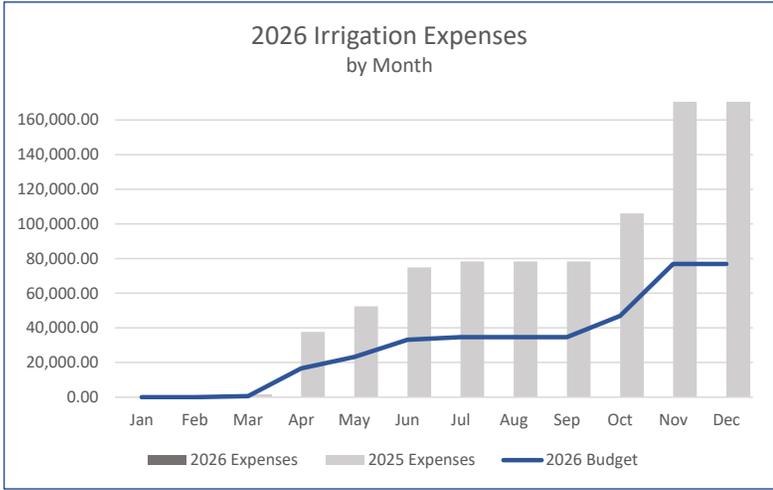
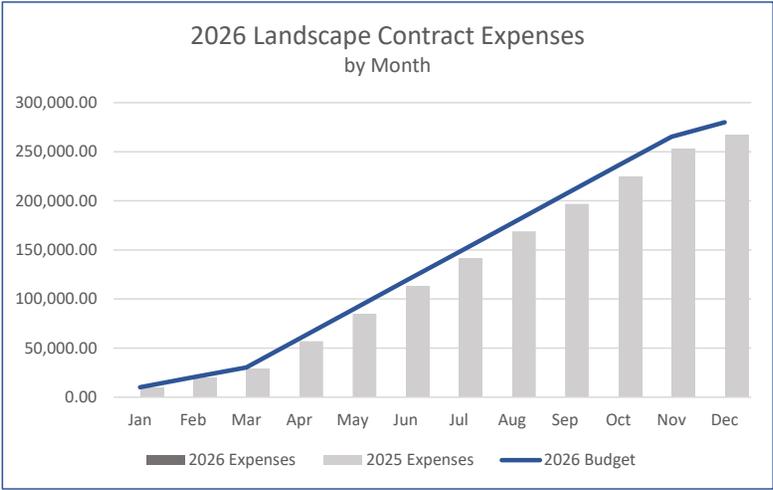


2026 District Mgmt. Expenses
by Month



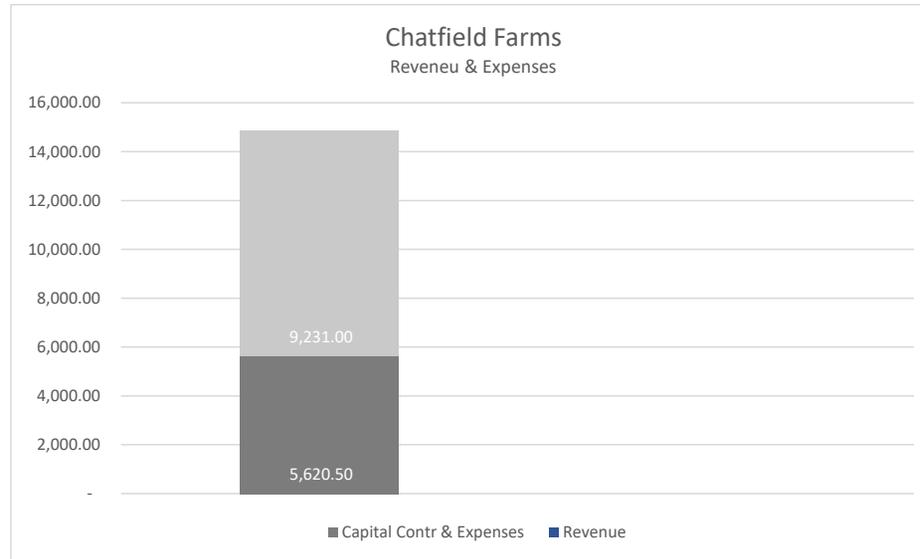
2026 Engineering Expenses
by Month





Chatfield Farms Revenue vs. Expenses

Per the Chatfield Farms Reimbursement Agreement, we need to track the Chatfield Farms revenue versus expenses. Below is an annual revenue vs. expense tracker which will be updated monthly to track where Chatfield Farms stands in regard to the threshold.



Roxborough Village Metro District
Balance Sheet by Class
 As of January 31, 2026

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 02/19/2026
 Accrual Basis

	100-General Fund	200 - Capital Project Fund	300 - Debt Service Fund	TOTAL
ASSETS				
Current Assets				
Checking/Savings				
10100 · General Operating Acct	45,103.73	0.00	0.00	45,103.73
10500 · ColoTrust Funds				
10505 · General Fund	1,139,637.76	71,738.90	0.00	1,211,376.66
10510 · Capital Projects Fund	1,502.64	373,127.47	0.00	374,630.11
10520 · CTF Fund	0.00	91,593.63	0.00	91,593.63
10500 · ColoTrust Funds - Other	0.00	0.00	0.00	0.00
Total 10500 · ColoTrust Funds	1,141,140.40	536,460.00	0.00	1,677,600.40
Total Checking/Savings	1,186,244.13	536,460.00	0.00	1,722,704.13
Other Current Assets				
14010 · Prepaid Expense	43,415.42	0.00	0.00	43,415.42
14020 · Taxes Receivable	1,312,271.00	0.00	0.00	1,312,271.00
Total Other Current Assets	1,355,686.42	0.00	0.00	1,355,686.42
Total Current Assets	2,541,930.55	536,460.00	0.00	3,078,390.55
TOTAL ASSETS	2,541,930.55	536,460.00	0.00	3,078,390.55
LIABILITIES & EQUITY				
Liabilities				
Current Liabilities				
Accounts Payable				
20000 · Accounts Payable	124,229.29	18,483.30	0.00	142,712.59
Total Accounts Payable	124,229.29	18,483.30	0.00	142,712.59
Other Current Liabilities				
23010 · Deferred Revenue-Taxes	1,312,271.00	0.00	0.00	1,312,271.00
Total Other Current Liabilities	1,312,271.00	0.00	0.00	1,312,271.00
Total Current Liabilities	1,436,500.29	18,483.30	0.00	1,454,983.59
Total Liabilities	1,436,500.29	18,483.30	0.00	1,454,983.59
Equity				
32001 · Retained Earnings	543,429.00	-592,963.11	0.00	-49,534.11
34000 · Restricted Net Assets				
34010 · Nonspendable	40,378.00	0.00	0.00	40,378.00
34020 · Restricted	0.00	1,113,878.94	0.00	1,113,878.94
34050 · Emergency Reserve 3%	36,200.00	0.00	0.00	36,200.00
Total 34000 · Restricted Net Assets	76,578.00	1,113,878.94	0.00	1,190,456.94
39000 · Unrestricted Net Assets	529,731.75	0.00	0.00	529,731.75
Net Income	-44,308.49	-2,939.13	0.00	-47,247.62
Total Equity	1,105,430.26	517,976.70	0.00	1,623,406.96
TOTAL LIABILITIES & EQUITY	2,541,930.55	536,460.00	0.00	3,078,390.55
UNBALANCED CLASSES	0.00	0.00	0.00	0.00

**Roxborough Village Metro District
Profit & Loss Budget vs. Actual**

January 2026

	Jan 26	Budget	Budget Variance	% of Budget
Ordinary Income/Expense				
Income				
41000 - Property Tax Income				
41010 - Specific Ownership Tax	8,436	87,456	(79,020)	10%
41020 - Property Tax	0	1,320,653	(1,320,653)	0%
41040 - Prior Year Tax	0	(84)	84	0%
41045 - Property Tax Interest	0	465	(465)	0%
Total 41000 - Property Tax Income	8,436	1,408,490	(1,400,054)	1%
43000 - Park and Field Income				
43010 - Sports Field Fees	0	2,200	(2,200)	0%
Total 43000 - Park and Field Income	0	2,200	(2,200)	0%
45000 - Grant Income	0	50,000	(50,000)	0%
46000 - Interest Income				
46010 - General Bank Account Interest	5,585	80,153	(74,568)	7%
Total 46000 - Interest Income	5,585	80,153	(74,568)	7%
48000 - CTF/Lottery Income	0	45,430	(45,430)	0%
49000 - Miscellaneous Income				
49010 - Miscellaneous Income	0	1,604	(1,604)	0%
Total 49000 - Miscellaneous Income	0	1,604	(1,604)	0%
Total Income	14,020	1,587,877	(1,573,857)	1%
Gross Profit	14,020	1,587,877	(1,573,857)	1%
Expense				
50000 - Treasurer Fees	0	19,703	(19,703)	0%
51000 - General Overhead				
51005 - Dues & Subscriptions	174	1,753	(1,579)	10%
51010 - Communication / Website Expense	0	175	(175)	0%
51050 - Utilities Expense	361	7,272	(6,911)	5%
Total 51000 - General Overhead	535	9,200	(8,665)	6%
52000 - Computer & Software Expenses				
52040 - Software & Online Subscriptions	394	4,372	(3,978)	9%
Total 52000 - Computer & Software Expenses	394	4,372	(3,978)	9%
52500 - Insurance Expense				
52550 - General Insurance	3,912	45,000	(41,088)	9%
Total 52500 - Insurance Expense	3,912	45,000	(41,088)	9%
52600 - Election Expense	0			
53000 - Board of Director's Expense				
53010 - Directors' Stipend	500	12,000	(11,500)	4%
53020 - BOD Travel/Mileage Expense	0	318	(318)	0%
53040 - BOD Conference/Retreat Expense	0	387	(387)	0%
53050 - Other BOD Expense	0	3,157	(3,157)	0%
Total 53000 - Board of Director's Expense	500	15,862	(15,362)	3%
53500 - Community Relations Exp.				
53510 - Legal Notices & Publications	0	500	(500)	0%
Total 53500 - Community Relations Exp.	0	500	(500)	0%
54000 - Payroll Expenses				
54010 - Salaries & Wages	0	140,000	(140,000)	0%
54060 - Employer Payroll Taxes	38	744	(706)	5%
54000 - Payroll Expenses - Other	25	336	(311)	7%
Total 54000 - Payroll Expenses	63	141,080	(141,017)	0%
57000 - Professional Services Fees				
57010 - Auditing	0	7,759	(7,759)	0%
57020 - Legal Expenses	5,370	106,663	(101,293)	5%
57030 - Accounting Services	1,969	26,489	(24,520)	7%
57040 - District Management	8,963	197,741	(188,778)	5%
57050 - Engineering Expense	0	32,269	(32,269)	0%
57090 - Other Professional Services Exp	0	201	(201)	0%
Total 57000 - Professional Services Fees	16,301	371,122	(354,821)	4%

**Roxborough Village Metro District
Profit & Loss Budget vs. Actual**

January 2026

	Jan 26	Budget	Budget Variance	% of Budget
62000 - Repairs and Maintenance				
62010 - General Repairs and Maintenance	660	7,000	(6,340)	9%
62020 - Utility Locate	234	12,000	(11,766)	2%
62000 - Repairs and Maintenance - Other	0	2,581	(2,581)	0%
Total 62000 - Repairs and Maintenance	894	21,581	(20,687)	4%
63000 - Vehicle Expense	0	1,310	(1,310)	0%
64000 - Landscape Expenses				
64010 - Landscape Repairs and Maint	0	10,751	(10,751)	0%
64020 - Landscape Weed Control Expense	0	35,407	(35,407)	0%
64030 - Irrigation Expense	0	76,892	(76,892)	0%
64040 - Landscape Contract	0	280,000	(280,000)	0%
64080 - Misc. Landscape Expense	2,844			
64000 - Landscape Expenses - Other	0	60,000	(60,000)	0%
Total 64000 - Landscape Expenses	2,844	463,050	(460,205)	1%
65000 - Playground & Infrastructure Exp				
65010 - Playground Repairs and Maint	0	27,281	(27,281)	0%
65030 - Graffiti Removal /Vandalism Exp	0	950	(950)	0%
65080 - Misc. Playground & Infrastruct	0	100	(100)	0%
65000 - Playground & Infrastructure Exp - Other	0	500	(500)	0%
Total 65000 - Playground & Infrastructure Exp	0	28,831	(28,831)	0%
68000 - Parks & Open Space Expense				
68010 - Foothills Park & Rec Fees	1,948	30,180	(28,232)	6%
68020 - Mosquito Control Expense	0	4,602	(4,602)	0%
68025 - Water Expense	1,649	93,212	(91,563)	2%
68030 - Seasonal Lighting Expense	5,346	9,000	(3,655)	59%
68035 - Wetland Mitigation	0	275	(275)	0%
68045 - Tree Care Expense	0	7,000	(7,000)	0%
68050 - Portable Restroom Exp.	1,044	8,550	(7,506)	12%
68065 - Water Rights Expense	0			
68070 - Snow Removal Expense	10,990	80,000	(69,010)	14%
68085 - Annual Trails Maintenance	12,278	15,000	(2,722)	82%
Total 68000 - Parks & Open Space Expense	33,255	247,819	(214,564)	13%
80000 - Capital Expenses				
80010 - Park Infrastructure/Improvements	0	353,000	(353,000)	0%
80020 - Irrigation Improvements	2,569	17,000	(14,431)	15%
80050 - Building Improvements	0	3,000	(3,000)	0%
80060 - Plant Nursery	0	35,000	(35,000)	0%
80000 - Capital Expenses - Other	0	34,000	(34,000)	0%
Total 80000 - Capital Expenses	2,569	442,000	(439,431)	1%
99000 - Contingency	0	10,000	(10,000)	0%
Total Expense	61,268	1,821,430	(1,760,162)	3%
Net Ordinary Income	(47,248)	(233,553)	186,305	20%
Other Income/Expense				
Other Expense				
78500 - Reserve Expense				
78510 - 3% Required Emergency Reserve	0	40,174	(40,174)	0%
78520 - Additional Reserve	0	39,960	(39,960)	0%
Total 78500 - Reserve Expense	0	80,134	(80,134)	0%
Total Other Expense	0	80,134	(80,134)	0%
Net Other Income	0	(80,134)	80,134	0%
Net Income	(47,248)	(313,687)	266,439	15%

Roxborough Village Metro District
Capital Fund Profit & Loss Budget vs. Actual
 January 2026

	Jan 26	Budget	Budget Variance	% of Budget
Ordinary Income/Expense				
Income				
45000 · Grant Income	0	50,000	(50,000)	0%
46000 · Interest Income	298	45,153	(44,855)	1%
48000 · CTF/Lottery Income	0	45,430	(45,430)	0%
Total Income	298	140,583	(140,285)	0%
Gross Profit	298	140,583	(140,285)	0%
Expense				
51000 · General Overhead	0	7	(7)	0%
52000 · Computer & Software Expenses	16	175	(159)	9%
52500 · Insurance Expense	0			
57000 · Professional Services Fees	652	24,694	(24,042)	3%
64000 · Landscape Expenses	0	4,855	(4,855)	0%
68000 · Parks & Open Space Expense	0			
80000 · Capital Expenses	2,569	442,000	(439,431)	1%
Total Expense	3,237	471,731	(468,494)	1%
Net Ordinary Income	(2,939)	(331,148)	328,209	1%
Net Income	(2,939)	(331,148)	328,209	1%

Roxborough Village Metro District
General Fund Profit & Loss Budget vs. Actual

January 2026

	Jan 26	Budget	Budget Variance	% of Budget
Ordinary Income/Expense				
Income				
41000 - Property Tax Income				
41010 - Specific Ownership Tax	8,436	87,456	(79,020)	10%
41020 - Property Tax	0	1,320,653	(1,320,653)	0%
41040 - Prior Year Tax	0	(84)	84	0%
41045 - Property Tax Interest	0	465	(465)	0%
Total 41000 - Property Tax Income	8,436	1,408,490	(1,400,054)	1%
43000 - Park and Field Income				
43010 - Sports Field Fees	0	2,200	(2,200)	0%
Total 43000 - Park and Field Income	0	2,200	(2,200)	0%
46000 - Interest Income				
46010 - General Bank Account Interest	5,287	35,000	(29,713)	15%
Total 46000 - Interest Income	5,287	35,000	(29,713)	15%
49000 - Miscellaneous Income				
49010 - Miscellaneous Income	0	1,604	(1,604)	0%
Total 49000 - Miscellaneous Income	0	1,604	(1,604)	0%
Total Income	13,723	1,447,294	(1,433,571)	1%
Gross Profit	13,723	1,447,294	(1,433,571)	1%
Expense				
50000 - Treasurer Fees	0	19,703	(19,703)	0%
51000 - General Overhead				
51005 - Dues & Subscriptions	174	1,753	(1,579)	10%
51010 - Communication / Website Expense	0	168	(168)	0%
51050 - Utilities Expense	361	7,272	(6,911)	5%
Total 51000 - General Overhead	535	9,193	(8,658)	6%
52000 - Computer & Software Expenses				
52040 - Software & Online Subscriptions	379	4,197	(3,818)	9%
Total 52000 - Computer & Software Expenses	379	4,197	(3,818)	9%
52500 - Insurance Expense				
52550 - General Insurance	3,912	45,000	(41,088)	9%
Total 52500 - Insurance Expense	3,912	45,000	(41,088)	9%
52600 - Election Expense	0			
53000 - Board of Director's Expense				
53010 - Directors' Stipend	500	12,000	(11,500)	4%
53020 - BOD Travel/Mileage Expense	0	318	(318)	0%
53040 - BOD Conference/Retreat Expense	0	387	(387)	0%
53050 - Other BOD Expense	0	3,157	(3,157)	0%
Total 53000 - Board of Director's Expense	500	15,862	(15,362)	3%
53500 - Community Relations Exp.				
53510 - Legal Notices & Publications	0	500	(500)	0%
Total 53500 - Community Relations Exp.	0	500	(500)	0%
54000 - Payroll Expenses				
54010 - Salaries & Wages	0	140,000	(140,000)	0%
54060 - Employer Payroll Taxes	38	744	(706)	5%
54000 - Payroll Expenses - Other	25	336	(311)	7%
Total 54000 - Payroll Expenses	63	141,080	(141,017)	0%
57000 - Professional Services Fees				
57010 - Auditing	0	7,228	(7,228)	0%
57020 - Legal Expenses	5,155	93,737	(88,582)	5%
57030 - Accounting Services	1,890	25,451	(23,561)	7%
57040 - District Management	8,604	189,813	(181,209)	5%
57050 - Engineering Expense	0	30,000	(30,000)	0%
57090 - Other Professional Services Exp	0	199	(199)	0%
Total 57000 - Professional Services Fees	15,649	346,428	(330,779)	5%

Roxborough Village Metro District
General Fund Profit & Loss Budget vs. Actual

January 2026

	Jan 26	Budget	Budget Variance	% of Budget
62000 - Repairs and Maintenance				
62010 - General Repairs and Maintenance	660	7,000	(6,340)	9%
62020 - Utility Locate	234	12,000	(11,766)	2%
62000 - Repairs and Maintenance - Other	0	2,581	(2,581)	0%
Total 62000 - Repairs and Maintenance	894	21,581	(20,687)	4%
63000 - Vehicle Expense	0	1,310	(1,310)	0%
64000 - Landscape Expenses				
64010 - Landscape Repairs and Maint	0	10,751	(10,751)	0%
64020 - Landscape Weed Control Expense	0	35,407	(35,407)	0%
64030 - Irrigation Expense	0	72,037	(72,037)	0%
64040 - Landscape Contract	0	280,000	(280,000)	0%
64080 - Misc. Landscape Expense	2,844			
64000 - Landscape Expenses - Other	0	60,000	(60,000)	0%
Total 64000 - Landscape Expenses	2,844	458,195	(455,350)	1%
65000 - Playground & Infrastructure Exp				
65010 - Playground Repairs and Maint	0	27,281	(27,281)	0%
65030 - Graffiti Removal /Vandalism Exp	0	950	(950)	0%
65080 - Misc. Playground & Infrastruct	0	100	(100)	0%
65000 - Playground & Infrastructure Exp - Other	0	500	(500)	0%
Total 65000 - Playground & Infrastructure Exp	0	28,831	(28,831)	0%
68000 - Parks & Open Space Expense				
68010 - Foothills Park & Rec Fees	1,948	30,180	(28,232)	6%
68020 - Mosquito Control Expense	0	4,602	(4,602)	0%
68025 - Water Expense	1,649	93,212	(91,563)	2%
68030 - Seasonal Lighting Expense	5,346	9,000	(3,655)	59%
68035 - Wetland Mitigation	0	275	(275)	0%
68045 - Tree Care Expense	0	7,000	(7,000)	0%
68050 - Portable Restroom Exp.	1,044	8,550	(7,506)	12%
68065 - Water Rights Expense	0			
68070 - Snow Removal Expense	10,990	80,000	(69,010)	14%
68085 - Annual Trails Maintenance	12,278	15,000	(2,722)	82%
Total 68000 - Parks & Open Space Expense	33,255	247,819	(214,564)	13%
99000 - Contingency	0	10,000	(10,000)	0%
Total Expense	58,031	1,349,699	(1,291,667)	4%
Net Ordinary Income	(44,308)	97,595	(141,904)	(45)%
Other Income/Expense				
Other Expense				
78500 - Reserve Expense				
78510 - 3% Required Emergency Reserve	0	40,174	(40,174)	0%
78520 - Additional Reserve	0	39,960	(39,960)	0%
Total 78500 - Reserve Expense	0	80,134	(80,134)	0%
Total Other Expense	0	80,134	(80,134)	0%
Net Other Income	0	(80,134)	80,134	0%
Net Income	(44,308)	17,461	(61,770)	(254)%

Roxborough Village Metro District
Chatfield Farms Profit & Loss Budget vs. Actual
January 2026

	<u>Jan 26</u>	<u>Budget</u>	<u>Budget Variance</u>	<u>% of Budget</u>
Ordinary Income/Expense				
Income				
41000 · Property Tax Income	0			
46000 · Interest Income	1,503			
Total Income	<u>1,503</u>			
Gross Profit	1,503			
Expense				
50000 · Treasurer Fees	0			
51000 · General Overhead	85			
52000 · Computer & Software Expenses	61			
52500 · Insurance Expense	626			
52600 · Election Expense	0			
57000 · Professional Services Fees	2,504			
62000 · Repairs and Maintenance	143			
64000 · Landscape Expenses	455			
68000 · Parks & Open Space Expense	5,358			
Total Expense	<u>9,231</u>			
Net Ordinary Income	<u>(7,729)</u>			
Net Income	<u><u>(7,729)</u></u>			

Roxborough Village Metro District
Capital Fund Profit & Loss Detail

Accrual Basis

January 2026

Type	Date	Num	Name	Memo	Debit	Credit	Balance
Ordinary Income/Expense							
Income							
46000 - Interest Income							
46010 - General Bank Account Interest							
Deposit	01/31/2026			1.26 Interest		297.55	297.55
Total 46010 - General Bank Account Interest					0.00	297.55	297.55
Total 46000 - Interest Income					0.00	297.55	297.55
Total Income					0.00	297.55	297.55
Gross Profit					0.00	297.55	297.55
Expense							
52000 - Computer & Software Expenses							
52040 - Software & Online Subscriptions							
Bill	01/05/2026	2601425...	Bill.com LLC	Billing Period 12/05/2025 - 01/04/2026	15.77		15.77
Total 52040 - Software & Online Subscriptions					15.77	0.00	15.77
Total 52000 - Computer & Software Expenses					15.77	0.00	15.77
52500 - Insurance Expense							
52550 - General Insurance							
General Journal	01/31/2026	0126BusIns		To move Business Insurance prepaid to exp...	0.00		0.00
Total 52550 - General Insurance					0.00	0.00	0.00
Total 52500 - Insurance Expense					0.00	0.00	0.00
57000 - Professional Services Fees							
57020 - Legal Expenses							
Bill	01/31/2026	171721	Ireland Stapleton Pryor & ...		214.78		214.78
Total 57020 - Legal Expenses					214.78	0.00	214.78
57030 - Accounting Services							
Bill	01/31/2026	6477	Gembok Consulting Inc.	December 2025	78.75		78.75
Total 57030 - Accounting Services					78.75	0.00	78.75
57040 - District Management							
Bill	01/31/2026	155150	Special District Manageme...	January 2026 District Management Fees	358.51		358.51
Total 57040 - District Management					358.51	0.00	358.51
Total 57000 - Professional Services Fees					652.04	0.00	652.04
68000 - Parks & Open Space Expense							
68065 - Water Rights Expense							
Bill	01/31/2026	155150	Special District Manageme...	January 2026 District Management Fees	0.00		0.00
Total 68065 - Water Rights Expense					0.00	0.00	0.00
Total 68000 - Parks & Open Space Expense					0.00	0.00	0.00
80000 - Capital Expenses							
80020 - Irrigation Improvements							
Bill	01/09/2026	17643A	Radiant Lighting Services, ...		2,568.87		2,568.87
Total 80020 - Irrigation Improvements					2,568.87	0.00	2,568.87
Total 80000 - Capital Expenses					2,568.87	0.00	2,568.87
Total Expense					3,236.68	0.00	3,236.68
Net Ordinary Income					3,236.68	297.55	-2,939.13
Net Income					3,236.68	297.55	-2,939.13

Roxborough Village Metro District
General Fund Profit & Loss Detail

January 2026

Type	Date	Num	Name	Memo	Debit	Credit	Balance
Ordinary Income/Expense							
Income							
41000 - Property Tax Income							
41010 - Specific Ownership Tax							
Deposit	01/10/2026			1.26 Tax Distribution		8,435.83	8,435.83
Total 41010 - Specific Ownership Tax					0.00	8,435.83	8,435.83
41020 - Property Tax							
Deposit	01/10/2026			1.26 Tax Distribution	0.00		0.00
Total 41020 - Property Tax					0.00	0.00	0.00
41045 - Property Tax Interest							
Deposit	01/10/2026			1.26 Tax Distribution	0.00		0.00
Total 41045 - Property Tax Interest					0.00	0.00	0.00
Total 41000 - Property Tax Income					0.00	8,435.83	8,435.83
46000 - Interest Income							
46010 - General Bank Account Interest							
Deposit	01/31/2026			1.26 Interest		3,784.38	3,784.38
Deposit	01/31/2026			1.26 Interest		1,502.64	5,287.02
Total 46010 - General Bank Account Interest					0.00	5,287.02	5,287.02
Total 46000 - Interest Income					0.00	5,287.02	5,287.02
Total Income					0.00	13,722.85	13,722.85
Gross Profit					0.00	13,722.85	13,722.85
Expense							
50000 - Treasurer Fees							
Deposit	01/10/2026			1.26 Tax Distribution	0.00		0.00
Total 50000 - Treasurer Fees					0.00	0.00	0.00
51000 - General Overhead							
51005 - Dues & Subscriptions							
Bill	01/21/2026	5450715...	Peggy Ripko - Reimburse...		130.74		130.74
Bill	01/31/2026	5472640...	Peggy Ripko - Reimburse...		43.58		174.32
Total 51005 - Dues & Subscriptions					174.32	0.00	174.32
51050 - Utilities Expense							
Bill	01/02/2026	959398356	Xcel Energy	December 2025	3.74		3.74
Bill	01/21/2026	1.2026	CORE Electric Cooperative		357.36		361.10
Total 51050 - Utilities Expense					361.10	0.00	361.10
Total 51000 - General Overhead					535.42	0.00	535.42
52000 - Computer & Software Expenses							
52040 - Software & Online Subscriptions							
Bill	01/05/2026	2601425...	Bill.com LLC	Billing Period 12/05/2025 - 01/04/2026	378.52		378.52
Total 52040 - Software & Online Subscriptions					378.52	0.00	378.52
Total 52000 - Computer & Software Expenses					378.52	0.00	378.52
52500 - Insurance Expense							
52550 - General Insurance							
General Journal	01/31/2026	0126BusIns		To move Business Insurance prepaid to exp...	3,911.58		3,911.58
Total 52550 - General Insurance					3,911.58	0.00	3,911.58
Total 52500 - Insurance Expense					3,911.58	0.00	3,911.58
52600 - Election Expense							
Bill	01/31/2026	155150	Special District Manageme...	January 2026 District Management Fees	0.00		0.00
Bill	01/31/2026	171721	Ireland Stapleton Pryor & ...		0.00		0.00
Total 52600 - Election Expense					0.00	0.00	0.00
53000 - Board of Director's Expense							
53010 - Directors' Stipend							
Paycheck	01/30/2026	DD1152	Clifford A Linhardt	Direct Deposit	100.00		100.00
Paycheck	01/30/2026	DD1153	Debra D Prysby	Direct Deposit	100.00		200.00
Paycheck	01/30/2026	DD1154	Ephram Glass	Direct Deposit	100.00		300.00
Paycheck	01/30/2026	DD1155	Ronald E Bendall	Direct Deposit	100.00		400.00
Paycheck	01/30/2026	DD1156	Stephen L Thorneberry	Direct Deposit	100.00		500.00
Total 53010 - Directors' Stipend					500.00	0.00	500.00
Total 53000 - Board of Director's Expense					500.00	0.00	500.00

Roxborough Village Metro District
General Fund Profit & Loss Detail

January 2026

Type	Date	Num	Name	Memo	Debit	Credit	Balance
54000 - Payroll Expenses							
54060 - Employer Payroll Taxes							
Paycheck	01/30/2026	DD1152	Clifford A Linhardt	Direct Deposit	7.65		7.65
Paycheck	01/30/2026	DD1153	Debra D Prysby	Direct Deposit	7.65		15.30
Paycheck	01/30/2026	DD1154	Ephram Glass	Direct Deposit	7.65		22.95
Paycheck	01/30/2026	DD1155	Ronald E Bendall	Direct Deposit	7.65		30.60
Paycheck	01/30/2026	DD1156	Stephen L Thorneberry	Direct Deposit	7.65		38.25
Total 54060 - Employer Payroll Taxes					38.25	0.00	38.25
54000 - Payroll Expenses - Other							
Liability Check	01/29/2026		QuickBooks Payroll Service	Fee for 5 direct deposit(s) at \$5.00 each	25.00		25.00
Paycheck	01/30/2026	DD1152	Clifford A Linhardt	Direct Deposit	0.00		25.00
Paycheck	01/30/2026	DD1153	Debra D Prysby	Direct Deposit	0.00		25.00
Paycheck	01/30/2026	DD1154	Ephram Glass	Direct Deposit	0.00		25.00
Paycheck	01/30/2026	DD1155	Ronald E Bendall	Direct Deposit	0.00		25.00
Paycheck	01/30/2026	DD1156	Stephen L Thorneberry	Direct Deposit	0.00		25.00
Total 54000 - Payroll Expenses - Other					25.00	0.00	25.00
Total 54000 - Payroll Expenses					63.25	0.00	63.25
57000 - Professional Services Fees							
57020 - Legal Expenses							
Bill	01/31/2026	171721	Ireland Stapleton Pryor & ...		5,154.86		5,154.86
Total 57020 - Legal Expenses					5,154.86	0.00	5,154.86
57030 - Accounting Services							
Bill	01/31/2026	6477	Gemsbok Consulting Inc.	December 2025	1,890.10		1,890.10
Total 57030 - Accounting Services					1,890.10	0.00	1,890.10
57040 - District Management							
Bill	01/31/2026	155150	Special District Manageme...	January 2026 District Management Fees	8,604.32		8,604.32
Total 57040 - District Management					8,604.32	0.00	8,604.32
Total 57000 - Professional Services Fees					15,649.28	0.00	15,649.28
62000 - Repairs and Maintenance							
62010 - General Repairs and Maintenance							
Bill	01/29/2026	30864	Metro Maintenance	additional charges	660.00		660.00
Total 62010 - General Repairs and Maintenance					660.00	0.00	660.00
62020 - Utility Locate							
Bill	01/31/2026	226011201	Utility Notification Center o...	RTL Transmissions	75.51		75.51
Bill	01/31/2026	33768	Diversified Underground	January 2026	158.00		233.51
Total 62020 - Utility Locate					233.51	0.00	233.51
Total 62000 - Repairs and Maintenance					893.51	0.00	893.51
64000 - Landscape Expenses							
64080 - Misc. Landscape Expense							
Bill	01/31/2026	3129	Consolidated Divisions Inc		2,844.42		2,844.42
Total 64080 - Misc. Landscape Expense					2,844.42	0.00	2,844.42
Total 64000 - Landscape Expenses					2,844.42	0.00	2,844.42
68000 - Parks & Open Space Expense							
68010 - Foothills Park & Rec Fees							
Bill	01/31/2026	SALES00...	Foothills Park & Recreatio...	January 2026 Resident Use	1,948.31		1,948.31
Total 68010 - Foothills Park & Rec Fees					1,948.31	0.00	1,948.31
68025 - Water Expense							
Bill	01/23/2026	January2...	Roxborough Water & Sanit...	Billing period 12/25/2025 - 1/24/2026	120.50		120.50
Bill	01/23/2026	January2...	Roxborough Water & Sanit...	Billing period 12/25/2025 - 1/24/2026	104.25		224.75
Bill	01/23/2026	January2...	Roxborough Water & Sanit...	Billing period 12/25/2025 - 1/24/2026	208.50		433.25
Bill	01/23/2026	January2...	Roxborough Water & Sanit...	Billing period 12/25/2025 - 1/24/2026	104.25		537.50
Bill	01/31/2026	January2...	Roxborough Water & Sanit...	irrigation agreement	1,111.58		1,649.08
Total 68025 - Water Expense					1,649.08	0.00	1,649.08
68030 - Seasonal Lighting Expense							
Bill	01/21/2026	2568	Consolidated Divisions Inc		5,345.50		5,345.50
Total 68030 - Seasonal Lighting Expense					5,345.50	0.00	5,345.50
68050 - Portable Restroom Exp.							
Bill	01/13/2026	INV-5851...	United Site Services	Crystal Lake Park	367.69		367.69
Bill	01/21/2026	INV-5862...	United Site Services	Chatfield Farms Park	343.56		711.25
Bill	01/21/2026	INV-5862...	United Site Services	Roxborough Community Park	333.22		1,044.47
Total 68050 - Portable Restroom Exp.					1,044.47	0.00	1,044.47
68065 - Water Rights Expense							
Bill	01/31/2026	171721	Ireland Stapleton Pryor & ...		0.00		0.00
Total 68065 - Water Rights Expense					0.00	0.00	0.00

Roxborough Village Metro District
 General Fund Profit & Loss Detail

January 2026

Type	Date	Num	Name	Memo	Debit	Credit	Balance
68070 - Snow Removal Expense							
Bill	01/09/2026	RVMD-20...	Chavez Services LLC		8,930.00		8,930.00
Bill	01/10/2026	RVMD-20...	Chavez Services LLC		2,060.00		10,990.00
Total 68070 - Snow Removal Expense					10,990.00	0.00	10,990.00
68085 - Annual Trails Maintenance							
Bill	01/14/2026	RVMD-20...	Chavez Services LLC		12,278.00		12,278.00
Total 68085 - Annual Trails Maintenance					12,278.00	0.00	12,278.00
Total 68000 - Parks & Open Space Expense					33,255.36	0.00	33,255.36
Total Expense					58,031.34	0.00	58,031.34
Net Ordinary Income					58,031.34	13,722.85	-44,308.49
Net Income					58,031.34	13,722.85	-44,308.49

Roxborough Village Service Calendar

Regular Season Base Services	January	February	March	April	May	June	July	August	September	October	November	December	Remaining
Weekly Services (26)				2	5	5	4	4	4	2			26
Turf Fertilization (3)				1			1			1			3
Turf Weed Control (3)				1			1			1			3
Aeration (1)				1									1
Leaf Removal (1)											1		1
Beauty Band Mow (4)					1	1		1		1			4
Fence Line Mow (2)					1					1			2
Native Sledding Hill Mow (1)										1			1
Shrub & Tree Prune (2)						1				1			2
Bed Pre-Emergent (1)			1										1
Spring Cleanup (1)		2/3											0
Irrigation Activation (1)				1									1
Irrigation Checks (26)				1	5	5	4	4	4	3			26
Irrigation Winterization (1)										1			1

12 Month Porter Services	January	February	March	April	May	June	July	August	September	October	November	December	Remaining
Sport Court Maintenance (30)				4	5	5	4	4	4	4			30
Volley Ball Court Maintenance (8)			1	1	1	1	1	1	1	1			8
Skate Park Maintenance (8)			1	1	1	1	1	1	1	1			8
Skate Park Power Wash (1)				1									1
Drag Softball Infield (8)			1	1	1	1	1	1	1	1			8
Line Softball Field (6)				1	1	1	1	1	1				6
Bicycle Path Cleaning (12)	1/21	1	1	1	1	1	1	1	1	1	1	1	10
Playground Gazebo Maintenance (15)			1	2	2	2	2	2	2	1	1		15
Wood Mulch Application (1)					1								1
Summer Grounds Policing (30)				4	5	5	4	4	4	4			30
Pet Stations (104) Twice per week	1/1, 1/6, 1/8, 1/12, 1/15, 1/19, 1/22, 1/28, 1/29,	2/2, 2/3, 2/4, 2/9, 2/10, 2/16, 2/17, 2/19	8	8	10	10	10	10	8	8	8	8	88
Winter Grounds Policing (22)	1/6, 1/12, 1/19, 1/28	2/2, 2/9, 2/16	4	2							4	4	14
Pond Litter Removal (2)				1					1				2



WeatherTRAK Central Service Subscription Renewal Quote

As of Date: 02/11/2026
 Subscriber Name: Roxborough
 Subscriptions Renewed: 17

Total to Renew Thru	
2/28/2027	
Discount:	0%
Total Due:	\$7,328.00
Your Savings	\$0.00

Serial Number	Current Expiration Date	Customer Site	Installation Address	Installation City	Installation State	Subscription SKU	Renew Thru 2/28/2027
10001473	02/16/2026	Roxborough	Chatfield Farms Park	Littleton	CO	CIM+OFS-1YA	\$359.00
10055479 - Reactivation	02/16/2026	Roxborough	Village Cir E & Lark Way	Littleton	CO	WT-REACTIVATION	\$99.00
10055482 - Reactivation	02/16/2026	Roxborough	Village Cir E & Cristal Lake Dr	Littleton	CO	WT-REACTIVATION	\$99.00
10055653 - Reactivation	02/16/2026	Roxborough	Village Cir W	Littleton	CO	WT-REACTIVATION	\$99.00
10053849 - Reactivation	02/16/2026	Roxborough	6222 Roxborough Park Road	Littleton	CO	WT-REACTIVATION	\$99.00
10053850 - Reactivation	02/16/2026	Roxborough	Village Cir E & Elk Mountain Cir	Littleton	CO	WT-REACTIVATION	\$99.00
10052497 - Reactivation	02/16/2026	Roxborough	Village Cir W	Littleton	CO	WT-REACTIVATION	\$99.00
10055546 - Reactivation	02/16/2026	Roxborough	Village Cir W	Littleton	CO	WT-REACTIVATION	\$99.00
10055527 - Reactivation	02/16/2026	Roxborough	6222 Roxborough Park Road	Littleton	CO	WT-REACTIVATION	\$99.00
10053834 - Reactivation	02/16/2026	Roxborough	Village Cir W	Littleton	CO	WT-REACTIVATION	\$99.00
10055765 - Reactivation	02/16/2026	Roxborough	Dovetail Way	Littleton	CO	WT-REACTIVATION	\$99.00
10055638 - Reactivation	02/16/2026	Roxborough	Crystal Lake Park West Side	Littleton	CO	WT-REACTIVATION	\$99.00
10054926 - Reactivation	02/16/2026	Roxborough	Rampa Rd & Village Cr E	Littleton	CO	WT-REACTIVATION	\$99.00
10055736 - Reactivation	02/16/2026	Roxborough	Village Cir E & Red Fox Way	Littleton	CO	WT-REACTIVATION	\$99.00
10001473 - Reactivation	02/16/2026	Roxborough	Chatfield Farms Park	Littleton	CO	WT-REACTIVATION	\$99.00
10053829 - Reactivation	02/16/2026	Roxborough	6222 Roxborough Park Road	Littleton	CO	WT-REACTIVATION	\$99.00
10053836	02/16/2026	Roxborough	Village Cir E & Elk Mountain Cir	Littleton	CO	CIM+OFS-1YA	\$359.00
10055479	02/16/2026	Roxborough	Village Cir E & Lark Way	Littleton	CO	CIM+OFS-1YA	\$359.00
10055482	02/16/2026	Roxborough	Village Cir E & Cristal Lake Dr	Littleton	CO	CIM+OFS-1YA	\$359.00
10055653	02/16/2026	Roxborough	Village Cir W	Littleton	CO	CIM+OFS-1YA	\$359.00
10053849	02/16/2026	Roxborough	6222 Roxborough Park Road	Littleton	CO	CIM+OFS-1YA	\$359.00
10053850	02/16/2026	Roxborough	Village Cir E & Elk Mountain Cir	Littleton	CO	CIM+OFS-1YA	\$359.00
10052497	02/16/2026	Roxborough	Village Cir W	Littleton	CO	CIM+OFS-1YA	\$359.00
10055546	02/16/2026	Roxborough	Village Cir W	Littleton	CO	CIM+OFS-1YA	\$359.00
10055527	02/16/2026	Roxborough	6222 Roxborough Park Road	Littleton	CO	CIM+OFS-1YA	\$359.00
10053834	02/16/2026	Roxborough	Village Cir W	Littleton	CO	CIM+OFS-1YA	\$359.00
10055765	02/16/2026	Roxborough	Dovetail Way	Littleton	CO	CIM+OFS-1YA	\$359.00
10055638	02/16/2026	Roxborough	Crystal Lake Park West Side	Littleton	CO	CIM+OFS-1YA	\$359.00
10054926	02/16/2026	Roxborough	Rampa Rd & Village Cr E	Littleton	CO	CIM+OFS-1YA	\$359.00
10055736	02/16/2026	Roxborough	Village Cir E & Red Fox Way	Littleton	CO	CIM+OFS-1YA	\$359.00
10053829	02/16/2026	Roxborough	6222 Roxborough Park Road	Littleton	CO	CIM+OFS-1YA	\$359.00
10053836 - Reactivation	02/16/2026	Roxborough	Village Cir E & Elk Mountain Cir	Littleton	CO	WT-REACTIVATION	\$99.00
10050495	08/31/2031	Roxborough	Community Park	Littleton	CO	CIM+OFS-1YA	\$0.00

Total to Renew Thru Dates Listed Above: \$7,328.00

Terms and Conditions: Pricing valid 30 days from date of quote. Upon acceptance of quote, HydroPoint will invoice customer for amount listed on quote. Payment terms are net thirty (30) days from the date of the invoice issued by HydroPoint. This is an estimate. Items sold by HydroPoint Data Systems, Inc. are subject to sales tax. If an item is subject to sales tax for your location, tax is generally calculated on the total selling price. This estimate may not include applicable sales tax, which will be added at the time of order. For complete terms and conditions please visit: <https://www.hydropoint.com/legal/purchasing/>

Date Renewing Thru: _____ Renewal Total: \$ _____

Confirmation Signature: _____ Date Signed: _____

Printed Name: _____

Title: _____



Landscape Architecture		Construction	Maintenance	Water Management	Snow	Arbor
Golden 303.432.8282	Centennial 720.587.2520	Brighton 303.287.9113	Castle Rock 303.814.6070	Colorado Springs 719.867.1004		Northern Colorado 970.237.6225
www.environmentaldesigns.com						

LANDSCAPE ENHANCEMENT AGREEMENT

EDLLC Contact: Branden Freiner
 Project Name: Roxborough Metropolitan Dog Trash Bins
 Project Description: Roxborough Metropolitan District
 Project Address: 9779 S Crystal Lake Dr
 Littleton, CO 80125

Agreement #: 134210
 Date of Agreement: 2/12/2026
 Client Phone Number: 303-987-0835
 Client Email: Pripko@sdmsi.com
 Client Job Number:

THIS LANDSCAPE CONSTRUCTION AGREEMENT (the "Agreement") is made and entered into as of 2/12/2026 (the "Effective Date") by and between Environmental Designs, LLC (the "Contractor") and Roxborough Metropolitan District (the "Client"). The Client and Contractor, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. SCOPE OF WORK

A. The Contractor agrees to perform the work and services under this Agreement at its sole expense for all labor, materials, services, equipment, and tools required to fulfill its obligations and to properly execute and complete the work as described more particularly on the attachment (the "Work") identified as Exhibit A.

2. SCHEDULE

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3. GENERAL PROVISIONS

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- B. This agreement shall supersede all prior agreements between the Parties as it relates to the Work, as outlined within this Agreement, whether verbal or written. Any changes to this Agreement must be made in writing and evidenced by a Change Order (each a "Change Order" and collectively "Change Orders") executed by both the Client and the Contractor. All Change Orders shall be attached hereto and shall become part of this Agreement. Upon execution of each Change Order, Owner shall make payments as outlined within the Change Order. The charges for work covered by Change Orders shall be generated using then current pricing which may differ from the pricing of the original Work or other Change Orders.
- C. Unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")", any pricing and charges for permits, material changes to Work, underground obstructions, and erosion control are not included in the original pricing and must be addressed with the generation of a Change Order.
- D. Consultation with Subcontractors or Other Contractors performing Work is not included in the pricing under this Agreement and shall be billed to the Client at \$150.00 per hour with a two-hour minimum: unless said Subcontractor or Other Contractor is hired directly by Contractor to perform the Work.
- E. Unless accepted in writing, by Client and an authorized agent of Contractor, as evidenced by their signatures below, and the Contractor receives notice of acceptance within ten (10) calendar days of the date of the Agreement, Contractor reserves the right to withdraw or modify the proposal. If accepted this document shall become a binding Agreement between the Client and the Contractor.
- F. Client agrees that they will not directly contract with, hire, or otherwise employ any employee or subcontractor of Contractor or Contractor's subcontractors for a period of one year after the completion of the project as outlined within this agreement and any subsequent change orders. Client further agrees that if Client were to directly contract with, hire, or otherwise employ any employee or subcontractor of Contractor or Contractor's subcontractors that Contractor will suffer damages and Client shall be liable to Contractor for said damages.

4. TERMINATION

A. Either party may terminate this Agreement by written notice by certified mail to the other party. Notice to be given at least thirty (30) days prior to the effective date of such termination. Alternately this Agreement may be terminated by mutual agreement on a mutually agreed upon timeframe.

B. In the event that the Contractor cannot secure an adequate labor force to perform the work as outlined within this agreement, at the sole discretion of the Contractor, the Contractor may cancel this Agreement without penalty from Client subject to notification as outlined above.

5. INSURANCE

A. The Contractor shall at all times be covered by adequate liability and workers compensation insurance. Upon the Client's request, the Contractor shall provide proof of coverage.

6. WARRANTY

A. With the exception of the excluded plants listed below and unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")", plant material #5 and greater in size, sod, irrigation and hardscapes installed by Contractor (collectively "installations") will carry a one year, one time replacement, warranty, provided they are properly maintained. The warranty period shall begin upon substantial completion of the Work. All warranties on sod, which is planted between September and April, and all warranties on plant material will be considered waived, voided, and null unless the Client agrees to have the Contractor perform winter watering services as needed during the winter months while irrigation systems are winterized, as outlined in "EXHIBIT A – Scope of Services (the "Work")". Deciduous trees more than three inches (3") caliper and evergreen trees in excess of nine feet (9') in height shall not be warranted unless access by machine is available, which access shall be determined by Contractor, in its sole discretion. If no access is available trees of this size may be replaced with a smaller tree. Reprogramming of irrigation controllers, Seed installation, night lighting bulbs, finished concrete, weeds, truck-spaded trees and reapplication of groundcover mulches (including rock) are not warranted. Weeds in your landscape areas are a natural occurrence and are considered a maintenance issue and Contractor does not guarantee a weed free landscape. Warranties on work performed by Subcontractors shall be passed through directly from the Subcontractor and no additional warranty or guaranty shall be made by Contractor. Any parts of the work that are damaged or die because of acts of God, fire, hail, flood, abuse, neglect, animal damage, insect damage, disease or fungal damage and freezing are not warranted. Excluded plant varieties include Redbuds, Arborvitaes, Rhododendrons, Japanese Maples, Boxwoods, and Agave. All Warranties are non-transferable.

B. All warranties are void if all Payments are not made as outlined in this Agreement.

C. Client acknowledges that, if native seed is part of this agreement as outlined in EXHIBIT A, they have received and understand the information and limitations set forth in the Seed Installation Addendum.

7. PRICE AND TERMS

A. The Client shall pay the Contractor **\$2,663.00** plus sales taxes as appropriate for the Work in EXHIBIT A - Scope of Services (the "Work")

B. Per the state and local sales tax codes, all materials are subject to sales tax and the appropriate Sales Tax will be added to the final bill for all materials utilized performing the services included in this Agreement, unless the Project outlined within this agreement is exempt from sales tax through the State of Colorado and/or the local municipality that the Project is located in and Client has provided the necessary Sales Tax Exemption documentation.

C. This price is valid for ten (10) days from the date of this Agreement.

D. A surcharge fee of not less than 2% and not more than the fee paid by the Contractor to the Processor or Service Provider will be applied to all credit card payments. This fee may be charged as a separate transaction once these costs are known.

E. If the Contractor's Vendors charge additional freight or add fuel surcharges, these fees will be passed on to the client. Additionally, utilizing data from eia, the U.S. Energy Information Administration, https://www.eia.gov/dnav/pet/hist/LeafHandler.ashx?n=PET&s=EMM_EPFRU_PTE_YDEN_DPG&f=W, for every \$0.50 increase in average fuel price, from the Weekly Denver, CO Regular Conventional Retail Gasoline Prices (Dollars per Gallon) correlating with the date of signing this agreement ("Benchmark Price"), a fuel surcharge of 0.5% will be applied to each invoice.

F. If the Contractor is unable to commence all or some parts of the work prior to 6 months from the date of this agreement, due to forces outside of Contractor's control, the Contractor reserves the right to re-price all or part of the work and present a new Agreement or Change Order for approval before moving forward. Additionally, if Contractor is required to leave the site, for reasons outside of the Contractor's control, once the Work has commenced and remobilize at a later date to complete the Work, Client will be responsible for additional mobilization fees.

G. Substantial Completion shall be defined as the moment the project is complete, including punch list items, and can be used for its intended purpose. Warranty items are not punch list items and shall not hold up final payment of all monies due. Any delay in making the final payment upon Substantial Completion shall result in all warranties being voided.

H. If any Payment is not made as required by this Agreement, a mechanic's lien may be placed on the Property for the entire balance due. Upon Final Payment, provided that all other Payments have been made, Contractor shall release any liens that Contractor has placed on the Property and, upon Client's written request, shall issue waivers of lien for all Work performed.

I. Payments thirty (30) days past due shall incur finance charge of 1.5% per month (18% per annum). Contractor and/or its assignee shall be entitled to collect all reasonable costs of collection, including but not limited to, collection agency fees and attorney fees.

8. ADDITIONAL SERVICES AVAILABLE

A. The Contractor offers the following services to complete their Landscape Maintenance & Construction Package:

1. Full Landscape Maintenance Services on Commercial and Residential Properties.
2. Landscape Design Services by in house Architects and Designers.
3. All sizes of landscape construction projects, both residential and commercial.
4. Irrigation system design, installation, and service.
5. Annual Floral Color design, installation, and maintenance including beds, pots, hanging pots, decks, etc.
6. Replacement of or addition of trees, shrubs, ornamental grasses, and perennial flowers.
7. Full Plant Health Care (PHC) including pest control, fertilization, and deep root watering.
8. Full Arbor Services including tree pruning, tree removal, and stump grinding.
9. Native Grass and Field Mowing
10. Holiday Lighting and Decoration

EXHIBIT A Scope of Services (the "Work")

The Client and the Contractor agree that the scope for the "Work" included in this Agreement is as follows:

Add group description here

The proposal includes the replacement of ten (10) broken dog waste bins, along with all labor required to remove and install each unit.

Description	Quantity	Unit	Unit Price	Price
Dog Waste Bins	1.00	EA	2,663.00	2,663.00
Group Total				\$2,663.00

_____ By initialing here, the Client agrees to have the services in this group performed as part of this Agreement. If all groups are not accepted by the Client, then the final price of this Agreement shall be adjusted accordingly.





PLEASE CLEAN UP
AFTER YOUR DOG



DOGIPOT
COURTESY
LITTER BAGS
HOW TO USE DOGIPOT LITTER BAGS
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Child Traffic
portion of the product

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DOGPOOP
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Landscape Architecture		Construction	Maintenance	Water Management	Snow	Arbor
Golden	Centennial	Brighton	Castle Rock	Colorado Springs		Northern Colorado
303.432.8282	720.587.2520	303.287.9113	303.814.6070	719.867.1004		970.237.6225

www.environmentaldesigns.com

LANDSCAPE ENHANCEMENT AGREEMENT

EDLLC Contact: Joseph Bennett
Project Name: Roxborough Metropolitan District
Project Description: 2026- Spring Mite Application for Turf
Project Address: 9779 S Crystal Lake Dr
Littleton, CO 80125

Agreement #: 134415
Date of Agreement: 2/18/2026
Client Phone Number: 303-987-0835
Client Email: Pripko@sdmsi.com
Client Job Number: J118600

THIS LANDSCAPE CONSTRUCTION AGREEMENT (the "Agreement") is made and entered into as of 2/18/2026 (the "Effective Date") by and between Environmental Designs, LLC (the "Contractor") and Roxborough Metropolitan District (the "Client"). The Client and Contractor, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. SCOPE OF WORK

A. The Contractor agrees to perform the work and services under this Agreement at its sole expense for all labor, materials, services, equipment, and tools required to fulfill its obligations and to properly execute and complete the work as described more particularly on the attachment (the "Work") identified as Exhibit A.

2. SCHEDULE

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E. Unless accepted in writing, by Client and an authorized agent of Contractor, as evidenced by their signatures below, and the Contractor receives notice of acceptance within ten (10) calendar days of the date of the Agreement, Contractor reserves the right to withdraw or modify the proposal. If accepted this document shall become a binding Agreement between the Client and the Contractor.

F. Client agrees that they will not directly contract with, hire, or otherwise employ any employee or subcontractor of Contractor or Contractor's subcontractors for a period of one year after the completion of the project as outlined within this agreement and any subsequent change orders. Client further agrees that if Client were to directly contract with, hire, or otherwise employ any employee or subcontractor of Contractor or Contractor's subcontractors that Contractor will suffer damages and Client shall be liable to Contractor for said damages.

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A. Either party may terminate this Agreement by written notice by certified mail to the other party. Notice to be given at least thirty (30) days prior to the effective date of such termination. Alternately this Agreement may be terminated by mutual agreement on a mutually agreed upon timeframe.

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C. Client acknowledges that, if native seed is part of this agreement as outlined in EXHIBIT A, they have received and understand the information and limitations set forth in the Seed Installation Addendum.

7. PRICE AND TERMS

A. The Client shall pay the Contractor **\$2,556.74** plus sales taxes as appropriate for the Work in EXHIBIT A - Scope of Services (the "Work")

B. Per the state and local sales tax codes, all materials are subject to sales tax and the appropriate Sales Tax will be added to the final bill for all materials utilized performing the services included in this Agreement, unless the Project outlined within this agreement is exempt from sales tax through the State of Colorado and/or the local municipality that the Project is located in and Client has provided the necessary Sales Tax Exemption documentation.

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3. All sizes of landscape construction projects, both residential and commercial.
4. Irrigation system design, installation, and service.
5. Annual Floral Color design, installation, and maintenance including beds, pots, hanging pots, decks, etc.
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7. Full Plant Health Care (PHC) including pest control, fertilization, and deep root watering.
8. Full Arbor Services including tree pruning, tree removal, and stump grinding.
9. Native Grass and Field Mowing
10. Holiday Lighting and Decoration

EXHIBIT A

Scope of Services (the "Work")

The Client and the Contractor agree that the scope for the "Work" included in this Agreement is as follows:

Mite Prevention in Turf

This service includes one broadcast application of a broad-spectrum insecticide (Tengard SFR) to target subterranean termites (specifically turf mites) to all turf areas.

The Contractor shall be selective in the chemical controls used so as to ensure against an improper application that may cause damage to turf, trees, or shrubs. The Contractor shall provide for the complete safety the user(s), the public, residents, and their properties. The Contractor shall meet all Colorado State and Environmental Protection Agency (EPA) licensing requirements.

Commercial Applicators are licensed by the Colorado Department of Agriculture.

Description	Quantity	Unit	
Mite Prevention- Tengard SFR	946.80	KSF	
	Group Total		\$2,556.74

_____ By initialing here, the Client agrees to have the services in this group performed as part of this Agreement. If all groups are not accepted by the Client, then the final price of this Agreement shall be adjusted accordingly.

Clover Mites and Other Mites of Turfgrass

Published: May 1994

W.S. Cranshaw

Reviewed: August 2025

Reviewed by John Murgel

Quick facts...

- Several species of spider mites can damage turfgrass in Colorado: clover mite, Banks grass mite, and brown wheat mite.
- Most damage occurs during early to midspring.
- Damage to turfgrass is primarily related to dry conditions and turfgrass stressed by drought.
- Clover mites can be a serious nuisance pest when they enter buildings in spring.
- Banks grass mite is the most difficult species of mite to control in turfgrass.
- If left alone, spring clover mite problems will end on their own by the end of May.
- Clover mites are considered cool-season mites, in contrast to many other spider mites that cause the greatest damage during warm months.

Introduction

Many species of mites are common in Colorado turfgrass. Some, such as oribatid or “hardshell” mites, are important in the breakdown of thatch and the recycling of nutrients. Other are important predators of pest insects and mites. Three spider mite species are among those that damage Colorado turf: clover mites, Banks grass mites, and brown wheat mites.

Clover Mites

Clover mites (*Bryobia praetiosa*) are a common type of spider mite in Colorado. They breed outdoors on turfgrass, clover, and other plants from fall through early May.



Figure 1. Clover mite with egg.

Clover mites are smaller than the head of a pin and range in color from reddish or brown to dark green. Under close examination, they have an unusually long pair of front legs, which distinguishes them from the common spider mites found on garden plants.

Clover mites are most often encountered as nuisance pests in homes. During warm days in fall and spring, large numbers of clover mites may become active and enter homes through cracks around windows and doors. South-facing walls usually are more heavily infested. The crawling mites may spread to walls, curtains, furniture, and carpet. Typically, clover mites are described as “walking dust specks.” Although they do not bite people, transmit diseases, or feed on household furnishings, they can be a serious nuisance. When crushed, clover mites leave rusty red stains that are noticeable on white surfaces.

During early to mid-spring, clover mites can damage turfgrass around building foundations and in other warm, dry areas of a lawn. Feeding damage appears as small, meandering silver streaks in the leaves. When mite populations are high, leaves may be extensively injured and die. Areas of grass extending several feet from the building foundation may be totally killed, appearing as light brown, irregular dead patches.

Clover mite injury to turf is commonly mistaken for winter kill and usually is found in the same sunny, dry areas of the lawn where winter drying problems occur. Furthermore, almost all injury occurs within 10 feet of a building, tree, or some other upright surface. This is because clover mites periodically climb out of a lawn to shed their old skins and lay eggs.

Clover mites produce two or more outdoor generations during the cooler seasons, feeding on grasses and other plants. However, turfgrass injury occurs only early in the growing season, from February to May. As temperatures warm in late spring, clover mites produce dormant eggs that do not hatch until the return of freezing temperatures in fall. Because of this habit, clover mites are considered cool-season mites, in contrast to many other spider mites that cause greatest damage during warm months.

Controlling Clover Mites

Migrations of clover mites into buildings can be largely deterred by keeping grass and other host plants away from the base of the foundations. Usually a plant-free barrier of about three feet will be sufficient, although sometimes this may also be crossed. Since clover mites almost always enter the sun-exposed sides of buildings (i.e., south, west), a barrier is best established in these areas.

Carefully sealing/caulking all exterior openings through which mites enter can also prevent indoor

migrations. Give particular attention to cracks around windows. Clover mite migrations can also be prevented with a fine layer of various dusts around windows and other points of entry. Talc-containing baby powder, diatomaceous earth, and even baking soda or corn starch may create an effective barrier through which clover mites cannot pass. Clover mites should not be crushed, as they will leave a rusty stain, but can be vacuumed. Left alone, clover mite problems end on their own with warm weather in May or early June, forcing them into summer dormancy.

Clover mite populations on lawns can be greatly reduced by providing some supplemental watering to areas where clover mites develop, such as warm, dry areas at the base of sun-exposed walls and around evergreens. This can be supplemented with spot spray treatments of miticides in those areas where clover mites develop. However, presently there are no highly effective chemical controls for clover mites. Insecticide formulations labeled for use on lawns and that have either the active ingredient bifenthrin or lambda-cyhalothrin are most likely to assist in control of clover mites.

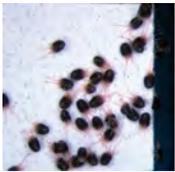


Figure 2. Clover mites on sticky card.

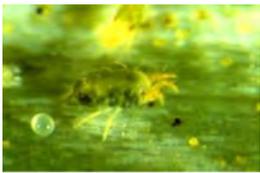


Figure 3. Banks grass mite. (Photo by F. Peairs.)



Figure 4. Banks grass mite turf injury.

Banks Grass Mite

Banks grass mite (*Oligonychus pratensis*) is a common mite species in Colorado. It is a serious pest of corn and also damages drought-stressed turf. It causes grass to turn a bleached straw color, often killing it rapidly. The Banks grass mite adapts more to warm weather than the other common turf-damaging mites and is found throughout most of the growing season.

Banks grass mite differs considerably in appearance from the other turf-damaging mites. It is smaller and lighter in color. During most of the season, it is green; the young stages are a paler color than adults. During periods when the mites run out of food or when environmental conditions are unfavorable, they may temporarily turn bright red. This mite lacks the elongated front pair of legs of the clover mite. It is related to the spruce spider mite (*Oligonychus ununguis*), a common pest of evergreens but with different feeding habits.

Banks grass mite is more destructive to turf than other turfgrass mites. In early stages of feeding injury, there is small, white flecking (stippling) similar to that of other mites. A slight purpling of the injured grass blade may be observed, which also is associated with brown wheat mite injury. Dead grass takes on a brownish-yellow color and the blades are stiff. Under favorable conditions, severe injury can progress rapidly. Almost all serious injury by Banks grass mite is related to drought stress.

Controlling Banks Grass Mites

Banks grass mite is a difficult species to control with pesticides. Probably most effective are turfgrass products that contain either lambda-cyhalothrin or bifenthrin as the active ingredient. These are sold under several trade names.

Base all control programs on adequate water to the site. This includes fall and winter watering as needed, since populations of the mites can build up during this period. Under conditions of drought, control of the mite is often unsatisfactory.



Figure 5. Brown wheat mite. (Photo by F. Peairs.)

Brown-Wheat Mite

The brown wheat mite (*Petrobia latens*) occasionally damages turfgrass during spring, similar to the clover mite. Problems generally are associated with areas of drought stress and excessive winter drying. However, unlike the clover mite, populations are not so concentrated around buildings or trees. South-facing hills and highway medians are typical areas where turf damage by brown wheat mite can be expected.

Controlling Brown-Wheat Mites

Adequate winter and spring watering are important in limiting infestations of brown wheat mite. If conditions promote turfgrass growth, the plants usually outgrow injury. Brown-wheat mite appears to be susceptible to pesticides used for control of other turfgrass mites.

extension.colostate.edu/usda-non-discrimination-statement

Disclaimer: This publication may contain pesticide recommendations that are subject to change at any time. These recommendations are provided only as a guide. It is always the pesticide applicator's responsibility, by law, to read and follow all current label directions for the specific pesticide being used. Due to ever-changing labels and product registrations, some of the recommendations given in this writing may no longer be legal by the time you read them. If any information in these recommendations disagrees with the label, the recommendation must be disregarded. No endorsement is intended for products mentioned, nor is criticism meant for products not mentioned. The author(s), Colorado State University, and Colorado State University Extension assume no liability resulting from the use of these recommendations. Beginning July 1, 2024, pesticide products containing neonicotinoid active ingredients and do not meet the listed product type exemptions, are considered "limited - use" pesticides and may only be sold by a licensed dealer.

RULES FOR RECREATION AREAS (PARKS AND OPEN SPACE)

NOTICE: These Rules are a summary of the permitted and prohibited activities and items. The complete Rules and Regulations can be viewed at: [\[REDACTED\]](#) or obtained from the District Manager at (303) 779-4525. The activities of a Homeowners Association on property it owns that is managed by the District are exempt from these Rules. These Rules are enforced pursuant to the Colorado Revised Statutes, including 18-9-117, 29-7-101, and 32-1-1001. To report violations or accidents call 911 and provide specific location.

Permitted Activities

- Recreation Areas are open 6 am to 10 pm
- Leased dogs and cats in someone's constant control and properly disposed of their waste
- Shelter/field use with prior reservation
- Personal consumption of alcoholic beverages (fermented malt beverages/vinous liquor)
- Walking, jogging, running, hiking and biking on designated trails (15 mph max. for bicyclists)
- Temporary canopies and shade devices (daily use only)
- Parking vehicles, trailers or campers in designated lots between 6 am and 10 pm
- Fishing with a valid annual permit issued by the District Manager

Prohibited Activities and Items

- Entering Recreation Areas between 10 pm and 6 am, or any other time a Recreation Area is closed
- Parking vehicles, trailers or campers overnight (between 10 pm and 6 am)
- Unauthorized motorized vehicles and equipment
- Semi or commercial trucks, except permitted food trucks
- Camping/littering/dumping/glass containers/golf balls/unauthorized amplified sound
- Fires outside designated areas or during a fire ban
- Firearms and other projectile discharging devices, including slingshots, wrist rockets, and guns propelling air, B-Bs, pellets or paint balls
- Archery, including bows, longbows, crossbows, arrows, darts and bolts
- Fireworks and explosives of any type
- Model rockets and Unmanned Aircraft Systems (including airplanes and drones) that violate any federal regulations or guidelines (AMA/NRA), interfere with law enforcement, County, or District personnel, are within 25 feet of a person, or are operated over areas without direct line of sight, in a careless or reckless manner, or during a fire ban
- Making a structure or improvement, such as a road, trail, sign, treehouse, swing, fence or marker
- Unauthorized planting or removing trees, shrubs, plants or other vegetation
- Swimming, wading or boating
- Disorderly conduct or misuse of public property
- Feed, harm or harass wildlife. Unauthorized relocating/releasing of animals, fish, birds or insects
- Removing, destroying, defacing or damaging natural or man-made improvements, including a structure, facility, sign, vegetation, or rock
- Endangering the health, safety or welfare of a person, animal, or property, including vicious dogs
- Using District owned property, improvements, and facilities for private commercial profit-making activities.

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

Please complete the entire form and submit to Roxborough Village Metropolitan District, Attention: Peggy Ripko, 141 Union Blvd. Suite 150 Lakewood, Colorado 80228 or via email at pripko@sdmsi.com. Incomplete forms will be returned.

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

_____ Number of Resident Players

_____ Number of Non-Resident Players

Name of Organization: Ken Caryl Little League

Address of Organization: 11757 W Ken Caryl Ave #F Littleton, CO

Name of Park: Community Park Chatfield Farms

Dates of Use: From 4/4/2026 to 6/13/2026

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

Times of Use: 5pm a.m./p.m. to 7PM a.m./p.m.

MONDAY THROUGH FRIDAY

9AM through 5PM

SATURDAYS

Resident Coach's Name: Cory Calvert

Address: 9721 S. Crystal Lake Dr. Littleton, CO

Phone: Office _____ Home 720-899-145

E-mail Address: Calvertcory04@gmail.co

Additional Coach's Name: _____

Address: _____

Phone: Office _____ Home _____

E-mail Address: _____

Age Group: 10-14 Male Female Sport: Baseball/Softbal

POLICY

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

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

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

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

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

**SPORT FIELDS RELEASE WAIVER AND INDEMNIFICATION
(ORGANIZATION)**

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

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

UNDERSIGNED
Ken Caryl Little League

(Name of Organization)

By: Cory Calvert

(Printed name of signer)

Cory Calvert

(signature)

Title: Director of Operations

Date: 02/08/2026

Address: 11757 W Ken Caryl Ave #F

SPORT FIELDS RELEASE WAIVER AND INDEMNIFICATION
(COACH)

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

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

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

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

UNDERSIGNED

_____ (signature)

_____ (Printed name of signer)

Title: _____

Date: _____

Address: _____

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

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

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

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

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

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

Parent's/Legal Guardian's Signature: _____ Date: _____

(Printed name of signer)

Name of Minor: _____

Agenda Item

Date:**To:** Douglas County Board of County Commissioners**Through:** Douglas J. Debord, County Manager**From:** Terence T. Quinn, AICP, Director of Community Development **CC:** Heather Scott, AICP, Principal Planner
Lauren Pulver, Planning Supervisor
Jeanette Bare, AICP, Planning Manager
Kati Carter, AICP, Assistant Director of Planning Resources
Steven E. Koster, AICP, Assistant Director of Planning Services**Subject:** **Proposed County Regulations for Nonfunctional Turf**

SUMMARY

Colorado legislature approved two new laws limiting the use of certain landscaping practices on new multi-family and nonresidential development and redevelopment projects. House Bill 25-1113 and Senate Bill 24-005 (SB5) require local jurisdictions to prohibit the installation of nonfunctional turf, nonfunctional artificial turf, and invasive plant species on certain properties by January 1, 2026. Douglas County has limited regulations regarding landscaping, found in Sections 21, 27, 32, and 36 of the Douglas County Zoning Resolution (DCZR). Staff prepared draft regulations to comply with state legislation for the Board's review.

BACKGROUND

State Requirements

The State Legislature believes that “communities in the state overuse nonnative grass for landscape purposes, which requires large amounts of water to maintain.” SB5 requires local jurisdictions to prohibit the installation of nonfunctional turf, nonfunctional artificial turf, and invasive plant species for commercial, institutional and industrial properties; state-owned properties; common interest community common areas; and street rights-of-way, parking lots, or medians. These prohibitions would also apply to new and redeveloped multifamily residential projects, with 12 units or more, approved on or after January 1, 2026. Functional turf is only allowed in areas that are used for civic, community, or recreational purposes. The state defines redevelopment as projects that result in a disturbance of more than 50% of the aggregate landscape area.

Other Local Jurisdiction Regulations

Arapahoe County updated its Land Development Code in November 2024 with limitations on the use of turf that align with the state requirements, restricting the installation of turf

to areas intended for passive or active recreation. At this time, staff is unable to find other counties in the region that have updated land use codes in response to the state regulations. Other municipalities in the state have implemented changes to land use codes in a similar manner to the proposed changes included in this memo. The Town of Castle Rock previously implemented a prohibition on turf in streetscapes, rights-of-way, and residential front yards. It has also limited the amount of turf allowed in backyards to 500 square feet.

DISCUSSION

Staff reviews landscaping plans during site development, including Use by Special Review, Location and Extent, and Site Improvement Plan applications. A minimum amount of site landscaping is required with additional landscaping required to break up large parking areas and to screen adjacent uses.

The proposed regulations prohibit the use of Nonfunctional Turf, Nonfunctional Artificial Turf, and Invasive Plant Species on “Applicable Properties” by amending DCZR Section 27, Site Improvement Plan, and Section 32, Location and Extent, to meet statutory requirements.

The proposed regulations add new definitions to Section 36 for:

- Applicable Property
- Civic, Community or Recreation Purposes
- Invasive Plant Species
- Redevelopment Project
- Turf
- Artificial Turf
- Functional Turf
- Functional Artificial Turf
- Nonfunctional Turf
- Nonfunctional Artificial Turf

These proposed changes align the County’s landscape requirements with new state requirements while maintaining the County’s overall landscape review framework.

NEXT STEPS

Staff is prepared to discuss options for regulations on turf and artificial turf with the Board.

ATTACHMENTS

House Bill 25-1113
Senate Bill 24-005 (SB5)
Section 27 - Site Improvement Plan

Section 32 - Location and Extent
Section 36 - Definitions

An Act

HOUSE BILL 25-1113

BY REPRESENTATIVE(S) Smith and McCormick, Bacon, Boesenecker, Brown, Camacho, Duran, Froelich, Joseph, Lindsay, Martinez, Sirota, Stewart R., Titone, McCluskie;
also SENATOR(S) Roberts, Bridges, Cutter, Danielson, Daugherty, Hinrichsen, Jodeh, Kipp, Kolker, Marchman, Michaelson Jenet, Snyder, Wallace, Weissman, Winter F.

CONCERNING LIMITING THE USE OF CERTAIN LANDSCAPING PRACTICES IN
NEW RESIDENTIAL DEVELOPMENT.

Be it enacted by the General Assembly of the State of Colorado:

SECTION 1. Legislative declaration. (1) The general assembly finds that:

(a) As Colorado continues to grapple with the impacts of climate change, green urban spaces, such as urban tree canopies, are a vital adaptation tool for mitigating the impacts of climate change, especially for mitigating the urban heat island effect, which can increase energy costs, air pollution, and heat-related illnesses and deaths;

(b) However, water supply in the western United States is

Capital letters or bold & italic numbers indicate new material added to existing law; dashes through words or numbers indicate deletions from existing law and such material is not part of the act.

increasingly scarce due to climate change and increasing demand;

(c) Many communities in the state overuse nonnative grass for landscaping purposes, which requires large amounts of water to maintain;

(d) While there are appropriate and important uses for turf, including for civic, community, or recreational purposes such as use in parks, sports fields, and playgrounds, much of the turf in the state is nonfunctional, located in areas that receive little, if any, use, and could be replaced with landscaping that adheres to water-wise landscaping principles without adversely impacting quality of life or landscape functionality;

(e) Prohibiting the installation, planting, or placement of nonfunctional turf in multifamily property in the state can help conserve the state's water resources;

(f) Requiring local governments to regulate turf in new residential properties can help preserve the limited water in our state;

(g) Many communities and developments develop in a water-wise manner already and are appreciated; and

(h) Installed vegetation that adheres to water-wise landscaping principles can help reduce outdoor demand for water while avoiding heat islands.

(2) The general assembly therefore declares that preventing the installation, planting, or placement of nonfunctional turf, artificial turf, and invasive plant species in applicable property in the state is:

(a) A matter of statewide concern; and

(b) In the public interest.

SECTION 2. In Colorado Revised Statutes, 37-99-102, **amend** (1)(a)(II), (1)(a)(III), (7), and (17); **repeal** (1)(b); and **add** (1)(a)(IV), (1.5), (6.5), (10.5), (12.5), (14.5), and (18.5) as follows:

37-99-102. Definitions. As used in this article 99, unless the context otherwise requires:

(1) (a) "Applicable property" means:

(II) Common interest community property; or

(III) A street right-of-way, parking lot, median, or transportation corridor; OR

(IV) APPLICABLE RESIDENTIAL REAL PROPERTY.

(b) ~~"Applicable property" does not include residential property.~~

(1.5) "APPLICABLE RESIDENTIAL REAL PROPERTY" MEANS A MULTIFAMILY RESIDENTIAL HOUSING PREMISES PROPERTY THAT INCLUDES MORE THAN TWELVE DWELLING UNITS.

(6.5) "FUNCTIONAL ARTIFICIAL TURF" MEANS ARTIFICIAL TURF THAT IS:

(a) LOCATED IN A RECREATIONAL USE AREA OR OTHER SPACE THAT IS REGULARLY USED FOR CIVIC, COMMUNITY, OR RECREATIONAL PURPOSES, WHICH MAY INCLUDE A PLAYGROUND, A SPORTS FIELD, A PICNIC GROUND, AN AMPHITHEATER, A PORTION OF A PARK, AND THE PLAYING AREA OF A GOLF COURSE, SUCH AS A DRIVING RANGE, CHIPPING AND PUTTING GREEN, TEE BOX, GREEN, FAIRWAY, AND ROUGH; OR

(b) A COMPONENT OF A PRODUCT DESIGNED AND APPROVED BY A PROFESSIONAL ENGINEER FOR CIVIL INFRASTRUCTURE PROJECTS, INCLUDING BUT NOT LIMITED TO:

(I) COVERS FOR SOLID WASTE FACILITIES AND BROWNFIELD SITES;
AND

(II) REVETMENTS FOR SLOPES, CHANNELS, LEVEES, AND DAMS.

(7) "Functional turf" means turf that is located in a recreational use area or other space that is regularly used for civic, community, or recreational purposes, which may include ~~playgrounds, sports fields, picnic grounds, amphitheaters, portions of parks, and the playing areas of golf courses, such as driving ranges, chipping and putting greens, tee boxes, greens, fairways, and roughs~~ A PLAYGROUND, A SPORTS FIELD, A PICNIC

GROUND, AN AMPHITHEATER, A PORTION OF A PARK, AND THE PLAYING AREA OF A GOLF COURSE, SUCH AS A DRIVING RANGE, CHIPPING AND PUTTING GREEN, TEE BOX, GREEN, FAIRWAY, AND ROUGH.

(10.5) "MULTIFAMILY RESIDENTIAL HOUSING PREMISES PROPERTY" MEANS COMMON INTEREST PROPERTY SUCH AS ENTRYWAYS, PARKS, AND OTHER COMMON ELEMENTS AS DEFINED IN SECTION 38-33.3-103 (5).

(12.5) "NONFUNCTIONAL ARTIFICIAL TURF" MEANS ARTIFICIAL TURF THAT IS NOT FUNCTIONAL ARTIFICIAL TURF.

(14.5) "RESIDENTIAL REAL PROPERTY" HAS THE MEANING SET FORTH IN SECTION 39-1-102 (14.5).

(17) "Turf" ~~has the meaning set forth in section 37-60-135 (2)(i)~~ MEANS CONTINUOUS PLANT COVERAGE CONSISTING OF NONNATIVE GRASSES OR GRASSES THAT HAVE NOT BEEN HYBRIDIZED FOR ARID CONDITIONS AND WHICH, WHEN REGULARLY MOWED, FORM A DENSE GROWTH OF LEAF BLADES AND ROOTS.

(18.5) "URBAN TREE" MEANS A PERENNIAL WOODY PLANT WITH A SINGLE OR MULTIPLE TRUNKS THAT SUPPORT A CANOPY OF BRANCHES AND LEAVES AND THAT PROVIDES ECOLOGICAL, SOCIAL, AND ECONOMIC BENEFITS WITHIN A BUILT ENVIRONMENT.

SECTION 3. In Colorado Revised Statutes, 37-99-103, **amend** (1), (3), (4)(a), (4)(b), (4)(d), and (4)(e); and **add** (4)(f) and (5) as follows:

37-99-103. Prohibition of nonfunctional turf, nonfunctional artificial turf, and invasive plant species - local entities - construction or renovation of state facilities. (1) On and after January 1, 2026, a local entity shall not install, plant, or place, or allow any person to install, plant, or place, any nonfunctional turf, NONFUNCTIONAL artificial turf, or invasive plant species, as part of a new development project or redevelopment project, on any portion of applicable property within the local entity's jurisdiction.

(3) The department shall not install, plant, or place, or allow any person to install, plant, or place, any nonfunctional turf, NONFUNCTIONAL artificial turf, or invasive plant species as part of a project for the

construction or renovation of a state facility, which project design commences on or after January 1, 2025.

(4) Nothing in this section prohibits:

(a) A local entity from maintaining, or allowing any person to maintain, any nonfunctional turf, NONFUNCTIONAL ARTIFICIAL TURF, artificial turf, or invasive plant species installed, planted, or placed before January 1, 2026;

(b) The department from maintaining, or allowing any person to maintain, any nonfunctional turf, NONFUNCTIONAL ARTIFICIAL TURF, artificial turf, or invasive plant species installed, planted, or placed at a state facility before January 1, 2025;

(d) A local entity or the department from establishing prohibitions on, or requirements for, nonfunctional turf, artificial turf, or invasive plant species that are more stringent than the requirements of this section; or

(e) A local entity or the department from installing, or allowing any A person to install, artificial turf on athletic fields of play; OR

(f) A LOCAL ENTITY OR THE DEPARTMENT FROM INSTALLING OR PRESERVING URBAN TREES.

(5)(a) ON AND AFTER JANUARY 1, 2028, A LOCAL ENTITY SHALL NOT INSTALL, PLANT, OR PLACE, OR ALLOW A PERSON TO INSTALL, PLANT, OR PLACE, ANY NONFUNCTIONAL TURF, NONFUNCTIONAL ARTIFICIAL TURF, OR INVASIVE PLANT SPECIES, AS PART OF A NEW DEVELOPMENT PROJECT OR REDEVELOPMENT PROJECT, ON ANY PORTION OF APPLICABLE PROPERTIES THAT INCLUDE MULTIFAMILY RESIDENTIAL HOUSING PREMISES PROPERTY.

(b) NOTWITHSTANDING ANY PROVISION OF THIS SECTION TO THE CONTRARY, A LOCAL ENTITY OR THE DEPARTMENT SHALL NOT RESTRICT A PERSON FROM INSTALLING OR ALLOWING ANOTHER PERSON TO INSTALL GRASS SEED OR SOD THAT:

(I) IS A NATIVE PLANT;

(II) HAS BEEN HYBRIDIZED FOR ARID CONDITIONS; OR

(III) IS A LOW-WATER GRASS.

(c) ON OR BEFORE JANUARY 1, 2028, EACH LOCAL ENTITY WITH LAND USE PLANNING AND ZONING AUTHORITY SHALL ENACT OR AMEND ORDINANCES, RESOLUTIONS, REGULATIONS, OR OTHER LAWS REGULATING NEW DEVELOPMENT PROJECTS AND REDEVELOPMENT PROJECTS TO:

(I) REGULATE THE INSTALLATION OF NONFUNCTIONAL TURF IN ORDER TO REDUCE IRRIGATION WATER DEMAND ON APPLICABLE PROPERTY IN ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION; AND

(II) INCLUDE CONSIDERATION OF APPLICABLE RESIDENTIAL REAL PROPERTY.

SECTION 4. In Colorado Revised Statutes, **add** 37-99-104 as follows:

37-99-104. Regulation of turf in new residential property - local entities - exemptions. (1) ON OR BEFORE JANUARY 1, 2028, EACH LOCAL ENTITY WITH LAND USE PLANNING AND ZONING AUTHORITY SHALL ENACT OR AMEND ORDINANCES, RESOLUTIONS, REGULATIONS, OR OTHER LAWS REGULATING NEW DEVELOPMENT PROJECTS AND REDEVELOPMENT PROJECTS WITHIN THE LOCAL ENTITY'S JURISDICTION TO REGULATE THE INSTALLATION OF TURF TO REDUCE IRRIGATION WATER DEMAND FOR ALL RESIDENTIAL REAL PROPERTY THAT IS NOT APPLICABLE RESIDENTIAL REAL PROPERTY.

(2) ON AND AFTER JANUARY 1, 2028, WHEN ENACTING OR AMENDING ORDINANCES, RESOLUTIONS, REGULATIONS, OR OTHER LAWS REGULATING NEW DEVELOPMENT PROJECTS AND REDEVELOPMENT PROJECTS, EACH LOCAL ENTITY WITH LAND USE PLANNING AND ZONING AUTHORITY SHALL REGULATE THE INSTALLATION OF TURF TO REDUCE IRRIGATION WATER DEMAND FOR ALL RESIDENTIAL REAL PROPERTY THAT IS NOT APPLICABLE RESIDENTIAL REAL PROPERTY.

(3) EACH LOCAL ENTITY WITH LAND USE PLANNING AND ZONING AUTHORITY MAY CHOOSE THE STANDARD OR MECHANISM BY WHICH IT REGULATES TURF IN NEW DEVELOPMENT PROJECTS AND REDEVELOPMENT PROJECTS OF RESIDENTIAL REAL PROPERTY PURSUANT TO THIS SECTION.

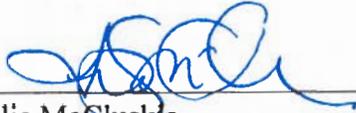
(4) NOTWITHSTANDING ANY PROVISION OF THIS SECTION TO THE

CONTRARY, NEITHER A LOCAL ENTITY NOR THE DEPARTMENT SHALL RESTRICT A PERSON FROM INSTALLING OR ALLOWING ANOTHER PERSON TO INSTALL GRASS SEED OR SOD THAT:

- (a) IS A NATIVE PLANT;
- (b) HAS BEEN HYBRIDIZED FOR ARID CONDITIONS; OR
- (c) IS A LOW-WATER GRASS.

SECTION 5. Act subject to petition - effective date. This act takes effect at 12:01 a.m. on the day following the expiration of the ninety-day period after final adjournment of the general assembly; except that, if a referendum petition is filed pursuant to section 1 (3) of article V of the state constitution against this act or an item, section, or part of this act within such period, then the act, item, section, or part will not take effect unless approved by the people at the general election to be held in

November 2026 and, in such case, will take effect on the date of the official declaration of the vote thereon by the governor.



Julie McCluskie
SPEAKER OF THE HOUSE
OF REPRESENTATIVES



James Rashad Coleman, Sr.
PRESIDENT OF
THE SENATE

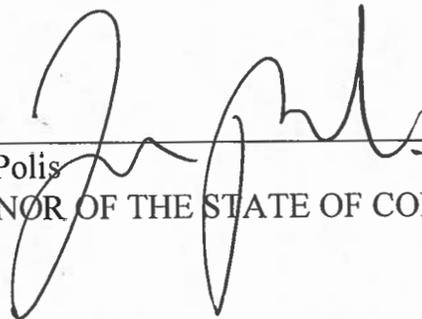


Vanessa Reilly
CHIEF CLERK OF THE HOUSE
OF REPRESENTATIVES



Esther van Mourik
SECRETARY OF
THE SENATE

APPROVED Tuesday May 20th 2025 at 1:05 pm
(Date and Time)



Jared S. Polis
GOVERNOR OF THE STATE OF COLORADO

An Act

SENATE BILL 24-005

BY SENATOR(S) Roberts and Simpson, Bridges, Hinrichsen, Buckner, Cutter, Exum, Fields, Jaquez Lewis, Marchman, Michaelson Jenet, Priola, Winter F., Fenberg;
also REPRESENTATIVE(S) McCormick and McLachlan, Amabile, Bacon, Bird, Boesenecker, Brown, Daugherty, deGruy Kennedy, Duran, Epps, Froelich, Garcia, Herod, Jodeh, Joseph, Kipp, Lieder, Lindsay, Lukens, Mabrey, Martinez, Marvin, Mauro, Ortiz, Parenti, Rutinel, Sirota, Snyder, Story, Titone, Valdez, Velasco, Weissman, Willford, McCluskie.

CONCERNING THE CONSERVATION OF WATER IN THE STATE THROUGH THE
PROHIBITION OF CERTAIN LANDSCAPING PRACTICES.

Be it enacted by the General Assembly of the State of Colorado:

SECTION 1. In Colorado Revised Statutes, **add** article 99 to title 37 as follows:

ARTICLE 99
**Prohibition of Nonfunctional Turf,
Artificial Turf, and Invasive Plant Species**

37-99-101. Legislative declaration. (1) THE GENERAL ASSEMBLY

Capital letters or bold & italic numbers indicate new material added to existing law; dashes through words or numbers indicate deletions from existing law and such material is not part of the act.

FINDS THAT:

(a) AS COLORADO CONTINUES TO GRAPPLE WITH THE IMPACTS OF CLIMATE CHANGE, GREEN URBAN SPACES, SUCH AS URBAN TREE CANOPIES, ARE A VITAL ADAPTATION TOOL FOR MITIGATING THE IMPACTS OF CLIMATE CHANGE, ESPECIALLY FOR MITIGATING THE URBAN HEAT ISLAND EFFECT, WHICH CAN INCREASE ENERGY COSTS, AIR POLLUTION, AND HEAT-RELATED ILLNESSES AND DEATHS;

(b) HOWEVER, WATER SUPPLY IN THE WESTERN UNITED STATES IS UNDER INCREASING PRESSURE DUE TO CLIMATE CHANGE AND INCREASING DEMAND;

(c) MANY COMMUNITIES IN THE STATE OVERUSE NONNATIVE GRASS FOR LANDSCAPING PURPOSES, WHICH REQUIRES LARGE AMOUNTS OF WATER TO MAINTAIN;

(d) WHILE THERE ARE APPROPRIATE AND IMPORTANT USES FOR TURF, INCLUDING FOR CIVIC, COMMUNITY, OR RECREATIONAL PURPOSES SUCH AS USE IN PARKS, SPORTS FIELDS, AND PLAYGROUNDS, MUCH OF THE TURF IN THE STATE IS NONFUNCTIONAL, LOCATED IN AREAS THAT RECEIVE LITTLE, IF ANY, USE, AND COULD BE REPLACED WITH LANDSCAPING THAT ADHERES TO WATER-WISE LANDSCAPING PRINCIPLES WITHOUT ADVERSELY IMPACTING QUALITY OF LIFE OR LANDSCAPE FUNCTIONALITY;

(e) PROHIBITING THE INSTALLATION, PLANTING, OR PLACEMENT OF NONFUNCTIONAL TURF IN APPLICABLE PROPERTY IN THE STATE CAN HELP CONSERVE THE STATE'S WATER RESOURCES;

(f) INSTALLED VEGETATION THAT ADHERES TO WATER-WISE LANDSCAPING PRINCIPLES CAN HELP REDUCE OUTDOOR DEMAND OF WATER; AND

(g) ADDITIONALLY, ARTIFICIAL TURF CAN CAUSE NEGATIVE ENVIRONMENTAL IMPACTS, SUCH AS EXACERBATING HEAT ISLAND EFFECTS IN URBAN AREAS AND RELEASING HARMFUL CHEMICALS, INCLUDING PLASTICS, MICROPLASTICS, AND PERFLUOROALKYL AND POLYFLUOROALKYL CHEMICALS, INTO THE ENVIRONMENT AND WATERSHEDS.

(2) THE GENERAL ASSEMBLY THEREFORE DECLARES THAT

PREVENTING THE INSTALLATION, PLANTING, OR PLACEMENT OF NONFUNCTIONAL TURF, ARTIFICIAL TURF, AND INVASIVE PLANT SPECIES IN APPLICABLE PROPERTY IN THE STATE IS:

(a) A MATTER OF STATEWIDE CONCERN; AND

(b) IN THE PUBLIC INTEREST.

37-99-102. Definitions. AS USED IN THIS ARTICLE 99, UNLESS THE CONTEXT OTHERWISE REQUIRES:

(1) (a) "APPLICABLE PROPERTY" MEANS:

(I) COMMERCIAL, INSTITUTIONAL, OR INDUSTRIAL PROPERTY;

(II) COMMON INTEREST COMMUNITY PROPERTY; OR

(III) A STREET RIGHT-OF-WAY, PARKING LOT, MEDIAN, OR TRANSPORTATION CORRIDOR.

(b) "APPLICABLE PROPERTY" DOES NOT INCLUDE RESIDENTIAL PROPERTY.

(2) "ARTIFICIAL TURF" MEANS AN INSTALLATION OF SYNTHETIC MATERIALS DEVELOPED TO RESEMBLE NATURAL GRASS.

(3) "COMMERCIAL, INSTITUTIONAL, OR INDUSTRIAL" HAS THE MEANING SET FORTH IN SECTION 37-60-135 (2)(b).

(4) "COMMON INTEREST COMMUNITY" HAS THE MEANING SET FORTH IN SECTION 38-33.3-103 (8).

(5) "COMMON INTEREST COMMUNITY PROPERTY" MEANS PROPERTY WITHIN A COMMON INTEREST COMMUNITY THAT IS OWNED AND MAINTAINED BY A UNIT OWNERS' ASSOCIATION, SUCH AS ENTRYWAYS, PARKS, AND OTHER COMMON ELEMENTS AS DEFINED IN SECTION 38-33.3-103 (5).

(6) "DEPARTMENT" MEANS THE DEPARTMENT OF PERSONNEL CREATED IN SECTION 24-1-128 (1).

(7) "FUNCTIONAL TURF" MEANS TURF THAT IS LOCATED IN A RECREATIONAL USE AREA OR OTHER SPACE THAT IS REGULARLY USED FOR CIVIC, COMMUNITY, OR RECREATIONAL PURPOSES, WHICH MAY INCLUDE PLAYGROUNDS; SPORTS FIELDS; PICNIC GROUNDS; AMPHITHEATERS; PORTIONS OF PARKS; AND THE PLAYING AREAS OF GOLF COURSES, SUCH AS DRIVING RANGES, CHIPPING AND PUTTING GREENS, TEE BOXES, GREENS, FAIRWAYS, AND ROUGHS.

(8) "INVASIVE PLANT SPECIES" HAS THE MEANING SET FORTH IN SECTION 37-60-135 (2)(e).

(9) "LOCAL ENTITY" MEANS A:

(a) HOME RULE OR STATUTORY CITY, COUNTY, CITY AND COUNTY, TERRITORIAL CHARTER CITY, OR TOWN;

(b) SPECIAL DISTRICT; AND

(c) METROPOLITAN DISTRICT.

(10) "MAINTAIN" OR "MAINTAINING" MEANS AN ACTION TO PRESERVE THE EXISTING STATE OF NONFUNCTIONAL TURF, ARTIFICIAL TURF, OR AN INVASIVE PLANT SPECIES THAT HAS ALREADY BEEN INSTALLED, PLANTED, OR PLACED.

(11) "NATIVE PLANT" MEANS A PLANT SPECIES THAT IS INDIGENOUS TO THE STATE OF COLORADO.

(12) "NEW DEVELOPMENT PROJECT" MEANS A NEW CONSTRUCTION PROJECT THAT REQUIRES A BUILDING OR LANDSCAPING PERMIT, PLAN CHECK, OR DESIGN REVIEW.

(13) (a) "NONFUNCTIONAL TURF" MEANS TURF THAT IS NOT FUNCTIONAL TURF.

(b) "NONFUNCTIONAL TURF" INCLUDES TURF LOCATED IN A STREET RIGHT-OF-WAY, PARKING LOT, MEDIAN, OR TRANSPORTATION CORRIDOR.

(c) "NONFUNCTIONAL TURF" DOES NOT INCLUDE TURF THAT IS DESIGNATED TO BE PART OF A WATER QUALITY TREATMENT SOLUTION

REQUIRED FOR COMPLIANCE WITH FEDERAL, STATE, OR LOCAL AGENCY WATER QUALITY PERMITTING REQUIREMENTS THAT IS NOT IRRIGATED AND DOES NOT HAVE HERBICIDES APPLIED.

(14) "REDEVELOPMENT PROJECT" MEANS A CONSTRUCTION PROJECT THAT:

(a) REQUIRES A BUILDING OR LANDSCAPING PERMIT, PLAN CHECK, OR DESIGN REVIEW; AND

(b) RESULTS IN A DISTURBANCE OF MORE THAN FIFTY PERCENT OF THE AGGREGATE LANDSCAPE AREA.

(15) "SPECIAL DISTRICT" HAS THE MEANING SET FORTH IN SECTION 32-1-103 (20).

(16) "TRANSPORTATION CORRIDOR" MEANS A TRANSPORTATION SYSTEM THAT INCLUDES ALL MODES AND FACILITIES WITHIN A DESCRIBED GEOGRAPHIC AREA, HAVING LENGTH AND WIDTH.

(17) "TURF" HAS THE MEANING SET FORTH IN SECTION 37-60-135 (2)(i).

(18) "UNIT OWNERS' ASSOCIATION" HAS THE MEANING SET FORTH IN SECTION 38-33.3-103 (3).

(19) "WATER-WISE LANDSCAPING" HAS THE MEANING SET FORTH IN SECTION 37-60-135 (2)(1).

37-99-103. Prohibition of nonfunctional turf, artificial turf, and invasive plant species - local entities - construction or renovation of state facilities. (1) ON AND AFTER JANUARY 1, 2026, A LOCAL ENTITY SHALL NOT INSTALL, PLANT, OR PLACE, OR ALLOW ANY PERSON TO INSTALL, PLANT, OR PLACE, ANY NONFUNCTIONAL TURF, ARTIFICIAL TURF, OR INVASIVE PLANT SPECIES, AS PART OF A NEW DEVELOPMENT PROJECT OR REDEVELOPMENT PROJECT, ON ANY PORTION OF APPLICABLE PROPERTY WITHIN THE LOCAL ENTITY'S JURISDICTION.

(2) ON OR BEFORE JANUARY 1, 2026, A LOCAL ENTITY SHALL ENACT OR AMEND ORDINANCES, RESOLUTIONS, REGULATIONS, OR OTHER LAWS

REGULATING NEW DEVELOPMENT PROJECTS AND REDEVELOPMENT PROJECTS ON APPLICABLE PROPERTY IN ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.

(3) THE DEPARTMENT SHALL NOT INSTALL, PLANT, OR PLACE, OR ALLOW ANY PERSON TO INSTALL, PLANT, OR PLACE, ANY NONFUNCTIONAL TURF, ARTIFICIAL TURF, OR INVASIVE PLANT SPECIES AS PART OF A PROJECT FOR THE CONSTRUCTION OR RENOVATION OF A STATE FACILITY, WHICH PROJECT DESIGN COMMENCES ON OR AFTER JANUARY 1, 2025.

(4) NOTHING IN THIS SECTION PROHIBITS:

(a) A LOCAL ENTITY FROM MAINTAINING, OR ALLOWING ANY PERSON TO MAINTAIN, ANY NONFUNCTIONAL TURF, ARTIFICIAL TURF, OR INVASIVE PLANT SPECIES INSTALLED, PLANTED, OR PLACED BEFORE JANUARY 1, 2026;

(b) THE DEPARTMENT FROM MAINTAINING, OR ALLOWING ANY PERSON TO MAINTAIN, ANY NONFUNCTIONAL TURF, ARTIFICIAL TURF, OR INVASIVE PLANT SPECIES INSTALLED, PLANTED, OR PLACED AT A STATE FACILITY BEFORE JANUARY 1, 2025;

(c) A LOCAL ENTITY OR THE DEPARTMENT FROM INSTALLING, OR ALLOWING ANY PERSON TO INSTALL, GRASS SEED OR SOD THAT IS A NATIVE PLANT OR HAS BEEN HYBRIDIZED FOR ARID CONDITIONS;

(d) A LOCAL ENTITY OR THE DEPARTMENT FROM ESTABLISHING PROHIBITIONS ON, OR REQUIREMENTS FOR, NONFUNCTIONAL TURF, ARTIFICIAL TURF, OR INVASIVE PLANT SPECIES THAT ARE MORE STRINGENT THAN THE REQUIREMENTS OF THIS SECTION; OR

(e) A LOCAL ENTITY OR THE DEPARTMENT FROM INSTALLING, OR ALLOWING ANY PERSON TO INSTALL, ARTIFICIAL TURF ON ATHLETIC FIELDS OF PLAY.

SECTION 2. Act subject to petition - effective date - applicability. (1) This act takes effect at 12:01 a.m. on the day following the expiration of the ninety-day period after final adjournment of the general assembly; except that, if a referendum petition is filed pursuant to section 1 (3) of article V of the state constitution against this act or an item, section, or part of this act within such period, then the act, item, section, or

part will not take effect unless approved by the people at the general election to be held in November 2024 and, in such case, will take effect on the date of the official declaration of the vote thereon by the governor.

(2) This act does not apply to projects approved by the department of personnel or a local entity before the effective date of this act.



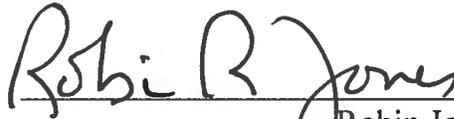
Steve Fenberg
PRESIDENT OF
THE SENATE



Julie McCluskie
SPEAKER OF THE HOUSE
OF REPRESENTATIVES

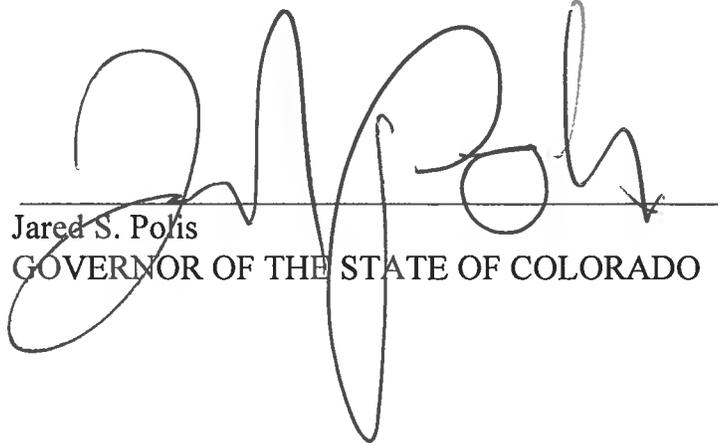


Cindi L. Markwell
SECRETARY OF
THE SENATE



Robin Jones
CHIEF CLERK OF THE HOUSE
OF REPRESENTATIVES

APPROVED Friday March 15th 2024 at 2:15 pm
(Date and Time)



Jared S. Polis
GOVERNOR OF THE STATE OF COLORADO

SECTION 27 SITE IMPROVEMENT PLAN

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2701 Intent (Amended 04/13/10)

The Site Improvement Plan (SIP) process is required to ensure development will be consistent with the Comprehensive Master Plan, Subdivision Resolution, and Zoning Resolution, and all applicable federal, State, and local standards.

The process encourages sustainable design through water conservation, passive energy benefits through appropriate site design, and supports multimodal transportation options and the use of alternative energy sources, when appropriate.

2702 Applicability (Amended 8/12/14)

A SIP shall be required for any use or change in use for any multifamily dwelling; mobile home park; business, commercial, or industrial development; a library; a Utility-Major Facility; a Utility-Service Facility; or for similar uses contained within a Planned Development (PD), including single family attached dwellings. (Amended 4/28/15)

Proposed changes to an approved SIP shall be processed as either a Revision or Modification to an Approved SIP, as described herein. Building permits shall not be issued for any development that does not have an approved SIP or is not in conformance with the approved SIP. Uses and structures legally established prior to February 1, 1994, shall be considered compliant with the requirement for a SIP.

Personal Wireless Communication Sites: SIPs specific to personal wireless communication sites shall be subject to the Personal Wireless Communication Facility Design Standards section herein. The format and required process will be detailed at the required presubmittal meeting.

Meridian: Review of proposed improvements within the boundaries of the Meridian International Business Center PD shall follow the specified requirements and procedures of the Meridian International Business Center PD.

Major Electrical or Natural Gas Facilities: The final action on a SIP for the location, construction, or improvement of major electrical or natural gas facilities must occur within ninety (90) days after the submittal date, unless the provider and the County reach agreement on an amended time period. [§29-20-108, C.R.S.]. Major electrical or natural gas facilities include:

- Electrical generating facilities
- Substations used for switching, regulating, transforming, or otherwise modifying the characteristics of electricity
- Transmission lines operated at or above a voltage of 69,000 volts
- Structures and equipment associated with such electrical generating facilities, substations, or transmission lines
- Structures and equipment utilized for the local distribution of natural gas service; such as compressors, gas mains, and gas laterals

2703 Approval Standards (Amended 12/07/10)

2703.01 The SIP shall be consistent with the following:

- Douglas County Comprehensive Master Plan
- Douglas County Subdivision Resolution
- Douglas County Zoning Resolution
- Planned Development, as applicable
- Douglas County Roadway Design & Construction Standards Manual
- Douglas County Storm Drainage Design & Technical Criteria Manual
- Douglas County Grading, Erosion and Sediment Control (GESC) Manual

2703.02 All required easements shall be submitted for review prior to approval of the SIP.

2703.03 All SIPs and any revisions or modifications shall comply with this Resolution.

2703.04 Use and development of the site shall conform to the approved SIP.

2703.05 The Requirements for Release of Certificate of Occupancy (CO) or Requirements for Release of Final Inspections form, as applicable, shall be executed and submitted to the staff planner.

2703.06 A Site Improvement Plan Improvements Agreement (SIPIA) shall be required to identify the costs of improvements necessary to implement the SIP.

2703.07 When a SIP is proposed for an unplatted parcel of land determined to be legal by Douglas County, the applicant shall demonstrate that the parcel has a sufficient water supply in terms of quantity, quality, and dependability in conformance with the applicable standards set forth in Section 1804A and Section 2705.09, herein.

2704 Process (Amended 12/07/10)

2704.01 Prior to submittal of the SIP, a presubmittal meeting shall be required with staff to discuss the procedures and submittal requirements.

2704.02 Within fifteen (15) calendar days of the date that the application is date-stamped and accepted, staff shall review the application and notify the applicant if the plan contents are complete for review by staff and other agencies, and therefore ready to begin the referral process.

2704.03 Once the submittal is determined complete, staff shall notify the applicant in writing of the number of copies of the submittal information required for distribution to referral agencies. Staff shall identify in the written notice which referral agencies are regulatory agencies and which referral agencies are advisory agencies. Referrals shall be sent to all County recognized HOAs within one (1) mile of the SIP site, unless the project is in the Nonurban Area, per the Comprehensive Master Plan, where referrals shall be sent to all recognized HOAs within a two (2) mile radius. The mailing addresses of the referral agencies shall be provided to the applicant. Electronic distribution of referral packets is preferred. Otherwise, referral packets shall be provided to the staff planner by the applicant in unsealed manila envelopes, without postage and a return address, addressed to the appropriate referral agency, with submittal information properly folded and compiled. Staff shall include a referral response sheet and distribute the referral packets to the referral agencies. The following shall be included in the packets:

- Copy of the completed land use application form
- Project narrative (*Section 2705.08*)
- Site plan (*Section 2707*)
- Landscape plan (*Section 2708*)
- Grading and drainage plan (*Section 2709*)
- Building elevations (*Section 2710*)
- Lighting plan (*Section 2711*)
- Other reports, studies, and fees as required (*Amended 4/13/2021*)

2704.04 Staff shall send a courtesy notice of an application in process and applicable contact information to all abutting landowners and owners of land separated by 300 feet or less from the property by a platted tract. In Nonurban Areas, staff shall send a courtesy notice of an application in process to the entity or entities responsible for ownership and maintenance of a shared private access. The applicant shall reimburse the County for the cost of materials. Errors in the courtesy notice shall not negatively impact the determination of public notice compliance set forth herein. (*Amended 4/13/2021*)

2704.05 If the referral agencies elect to comment, they shall comment within 21 calendar days of the date the referral packets were mailed or electronically distributed, unless the applicant grants, in writing, an extension of no more than 30 calendar days. After the 21 calendar days, if no extension is granted, any referral agency comments received will be accepted for informational purposes only and provided to the applicant. (*Amended 11/12/13*)

2704.05.1 The staff planner may reduce the referral period upon concurrence by Engineering Services. In the event the referral period is reduced,

it is the applicant's responsibility to obtain comments from the agencies within the reduced time frame.

2704.05.2 Additional referral periods may be required based upon the extent of design changes initiated through the initial referral period. The length of each additional referral period shall be determined by the staff planner.

2704.05.3 All referral agency comments shall be provided by staff to the applicant upon receipt. The applicant shall address the comments of all regulatory agencies received within the 21 calendar day referral period, or as extended by the applicant, by identifying in writing the extent to which the project has been revised in response to the comments. The applicant is strongly encouraged to provide a written response to timely comments of any and all advisory agencies.
(Amended 11/12/13)

2704.06 Subsequent to the referral period(s), the applicant shall submit the revised SIP to satisfactorily address the issues raised during the referral period(s). The resubmittal shall include:

- Revised plan set
- A written response to County and agency referral comments
- Updated reports and studies, as necessary
- Draft SIPIA and related exhibits, as required *(template available from Engineering Services)*

2704.06.1 Within ten (10) calendar days of receipt by staff of the revised SIP plan set and the applicant's written response to the referral comments, the staff planner shall contact the applicant, in writing, as to the status of its resubmittal.

If the resubmittal meets approval standards, the SIP shall be considered for approval or approval with conditions, and the staff planner shall request a final plan set.

If the resubmittal does not meet approval standards, staff shall provide written comments, detailing the deficiencies. External agencies may be contacted for additional comment, and its concerns may be included in the written comments. Additional time to receive external agency comments may be necessary.

2704.06.2 Based on compliance with the approval standards, the SIP shall be considered for approval, approval with conditions, denial, or closure.

- 2704.07 The final plan set shall consist of one (1) rolled set with original, notarized signatures. The Requirements for Release of CO or Requirements for Release of Final Inspections form, as applicable, shall be executed and submitted to the staff planner prior to SIP approval. The SIPIA shall be fully executed by the owner and County prior to SIP approval. A SIP shall be approved by the Director (or designee) based on staff recommendations.
- 2704.08 If the SIP is denied, written findings shall be provided by staff to the applicant within seven (7) calendar days of the denial.
- 2704.09 The final status of a SIP shall be set forth via the Notice of Action - Final Status using the following process:
- 2704.09.1 The date considered to be the final action on the SIP shall be the date on the Notice of Action - Final Status.
- 2704.09.2 Should a discrepancy exist between the dates on the SIP and Notice of Action - Final Status, the date of the Notice of Action - Final Status shall control.
- 2704.09.3 The Notice of Action - Final Status shall be mailed to the applicant, all landowners who received courtesy notices, and any homeowner's associations (HOAs) that received a referral, as described herein. The Notice of Action - Final Status shall be mailed via first class mail, within three (3) calendar days of final determination.
- 2704.10 A Notice of Action - Final Status of a SIP may be appealed to the Board of Adjustment. An appeal shall be submitted in writing to the Director within thirty (30) calendar days from the date on the Notice of Action - Final Status.
- 2704.10.1 Upon failure to request an appeal, the decision is final.
- 2704.10.2 If a SIP is denied, any new SIP shall require submittal of a new application and processing fee.
- 2704.11 SIPs that are inactive due to the applicant's failure to submit requested materials for a period of four (4) months shall be closed, and the resubmittal of a new application and fees shall be required.
- 2704.11.1 After three (3) months of inactivity, staff shall notify the applicant in writing that the application shall be closed within thirty (30) calendar days. If the applicant fails to submit all of the required materials within the thirty (30) calendar days, staff shall notify the applicant, in writing, that the SIP application is closed.

- 2704.11.2 The Director may grant time extensions to the inactive period of a SIP, not to exceed a total of twelve (12) months, upon written request by the applicant, prior to closure of the SIP.
- 2704.12 The SIP shall be effective for a period of three (3) years from the date of approval. The initial building permit shall not be issued for a SIP after the end of its effective period, unless an extension is granted, as follows:
(Amended 4/28/15)
- 2704.12.1 The Director may grant time extensions to the effective period of a SIP, not to exceed a total of three (3) years from the end of the initial effective period, upon written request by the applicant. To be eligible for an extension, the applicant shall submit the request no later than six (6) months after the end of the effective period. *(Amended 4/28/15)*
- 2704.12.2 The Director may include conditions with the time extension as necessary to ensure the SIP remains in compliance with approval standards. Site construction drawings that have expired shall be re-approved by Engineering Services. *(Amended 4/28/15)*
- 2704.13 Where a SIP brings an existing use into compliance with applicable regulations, or is designed to correct a Notice of Violation, all improvements shall be completed within six (6) months of the Notice of Action - Final Status, unless otherwise agreed to in writing by the owner and the County.

2705 Submittal Requirements *(Amended 12/07/10)*

The applicant shall be required to submit the following information to Planning Services. Incomplete applications shall not be accepted for processing.

- 2705.01 A completed SIP submittal checklist.
- 2705.02 A completed land use application form.
- 2705.03 Proof of ownership consisting of a current title insurance policy or title commitment no more than thirty (30) calendar days old from the date of the application, or other documentation acceptable to staff.
- 2705.04 A notarized letter of authorization from the landowner permitting a representative to process the application, unless the landowner and applicant are the same.
- 2705.05 A boundary survey of the site certified by a professional land surveyor, if the land is unplatted.

- 2705.06 Planning and Engineering Services fees. Building Services fees are collected when construction plans are submitted to Building Services.
- 2705.07 A narrative description of the project, addressing the following:
- 2705.07.1 Name and address of the landowner, the developer or representative, and the person or firm preparing the SIP, if different than the owner.
- 2705.07.2 The subdivision name, filing number, (planning area number when located in a Planned Development), and lot and block number; or street address and section, township, range if not in a subdivision.
- 2705.07.3 Zoning of the site and the zoning and current uses of adjacent land.
- 2705.07.4 Source of water and sanitation facilities. If the water source has irrigation limitations, describe the manner in which landscape irrigation is to be accomplished. If irrigation water is from an offsite source, provide the following:
- Name, address, and phone number of water provider
 - Source of water
 - Contractual details (i.e. delivery frequency, length of contract)
- 2705.07.5 Describe overall impacts of the proposed development to adjacent land.
- 2705.07.6 Describe how the development complies with the Comprehensive Master Plan and intent of this section.
- 2705.07.7 Describe the proposed development schedule and phases of development for all proposed construction.
- 2705.08 The applicant shall demonstrate conformance with Section 18A, Water Supply Overlay District, herein, when the proposed SIP is located on an unplatted parcel of land determined to be legal by Douglas County.
(Amended 3/26/24)
- 2705.08.1 An SIP which has no water demand except as may be temporarily necessary to establish required landscaping, shall not be required to demonstrate compliance with Section 18A, Water Supply Overlay District, herein. *(Amended 3/26/24)*
- 2705.08.2 An SIP located on a conforming parcel within the A-1 or LRR zone district, which has a water demand not to exceed three (3) acre-feet per year to be supplied by a groundwater well which has or is capable

of receiving a permit from the Colorado Division of Water Resources for the use proposed, shall not be required to demonstrate compliance Section 18A, Water Supply Overly District, herein. Water demands shall be estimated in accordance with the minimum Water Demand Standards defined in Section 18A. *(Amended 3/26/24)*

2705.09 Two (2) copies of the SIP plan set, to include the following:

- Site plan (*Section 2707*)
- Landscape plan (*Section 2708*)
- Grading and drainage plan (*Section 2709*)
- Building elevations (*Section 2710*)
- Lighting plan (*Section 2711*)

Copies of the following development reports, unless waived by Engineering Services:

- Engineered site construction drawings – two (2) copies
- Traffic study
- Phase III Drainage Report and plan
- GESC report and plan
- Utility drawing(s)
- For unplatted land, a boundary survey of the site certified by a professional land surveyor
- Offsite improvement plans, as required

2705.10 A colors and materials sample sheet with color photos of each material, the manufacturer's name, product number, and specifications.

2705.11 Detailed technical studies may be required, based upon the scale and impact of the project. These studies may include, but are not limited to, the following: soil, traffic, drainage, water, noise, wildlife, environmental, lighting, shadow, photo-simulations, or a material sample board. The County may require that an independent outside consultant be retained, at the applicant's expense, to perform such studies or review such studies when performed by the applicant.

2705.12 All or portions of the required SIP elements may be waived by the Director if it is determined that the use will occupy an existing structure or will not otherwise require significant public or private improvements. *(Amended 4/28/15)*

2706 General Plan Requirements (Amended 12/07/10)

The SIP shall be a detailed and accurate depiction of the proposed built environment. The final engineered site and architectural drawings shall be consistent with the SIP. The following information shall be required, unless otherwise noted, on all plans (except the engineered site construction and utility plans). All plans shall be prepared to generally accepted professional standards.

- 2706.01 Provide the name and legal description of the proposed development, site acreage, and project file number. The business name does not appear in the title. The name of the proposed SIP is based upon the legal description when subdivided or the street address as follows: (Amended 4/28/15)

Subdivided land:

SPRUCE SUMMIT, Filing No. 3, Lot 14
NW¼ Section 11, Township 8 South, Range 67 West
5 acres
Site Improvement Plan – SP2010-002

Within a PD:

SPRUCE SUMMIT, Filing No. 3, Lot 14
NW¼ Section 11, Township 8 South, Range 67 West
Planning Area 63 – 5 acres
Site Improvement Plan – SP2010-002

When unplatted:

(STREET ADDRESS – Address available from County Addressing Specialist)
NW¼ Section 11, Township 8 South, Range 67 West
5 acres
Site Improvement Plan – SP2010-002

- 2706.02 Utilize a sheet size of 24"x36". Provide an information block which includes the date of preparation and revision(s); a north arrow; the scale used, including a graphic scale; sheet title, i.e., site plan, landscape plan, grading and drainage plan; business name; and preparer's name, address, and phone number.
- 2706.03 Provide a composite plan showing the entire project area, including a key sheet diagram, when more than one (1) sheet is required to delineate the project area.
- 2706.04 Include the individual sheet number and total number of sheets, i.e., 1 of 3. For plans containing multiple sheets, include a sheet index.

- 2706.05 For the purpose of scanning, provide a margin line of at least 0.5" drawn completely around the sheet.
- 2706.06 For subdivided land, label all boundary lines with bearings, distances, and curve data as shown on the final plat.
- 2706.07 For unsubdivided land, label all boundary lines with bearings, distances, and curve data as shown on the certified boundary survey prepared by, or under the supervision of, a registered Professional Land Surveyor licensed with the State of Colorado. Include a written metes and bounds legal description of the site's boundary.
- 2706.08 Provide either a corporate/limited liability corporation (LLC) or individual approval certificate on the first sheet of the plan set. *(Amended 4/28/15)*

Corporate / Limited Liability Corporation Approval Certificate:

APPROVAL CERTIFICATE

THIS SITE IMPROVEMENT PLAN HAS BEEN REVIEWED AND FOUND TO BE COMPLETE AND IN ACCORDANCE WITH DOUGLAS COUNTY REGULATIONS.

Engineering Services

Date

Planning Services

Date

- Failure to obtain a building permit within three (3) years after the date of SIP approval, as noted on the Notice of Action – Final Status, shall cause the unbuilt portion of this SIP to be null and void, unless an extension was granted.
- Acceptance of site construction drawings by Douglas County Engineering Services shall be required (as applicable) prior to issuance of building permits. Acceptance of site construction drawings expires three (3) years after the date of signature.
- Signs shown hereon are NOT approved. All signs require approval of a sign permit in accordance with the Sign Standards section of the Douglas County Zoning Resolution.

The undersigned as the owner or owner's representative of the lands described herein hereby agree on behalf of itself and its successors and assigns to develop and maintain the property described hereon in accordance and compliance with this approved SIP and the Douglas County Zoning Resolution.

(print corporation/LLC name)

By: _____ (Signature)

Title: _____

Date: _____

ATTEST: (if corp.)

Secretary/Treasurer

STATE OF COLORADO)

_____) ss.
COUNTY OF _____)

Acknowledged before me this ____ day of _____, 20____, by _____ as _____ and _____ as _____ of _____, a _____ corporation/LLC.

My commission expires: _____

Witness my hand and official seal.

Notary public

Individual Approval Certificate:

APPROVAL CERTIFICATE

THIS SITE IMPROVEMENT PLAN HAS BEEN REVIEWED AND FOUND TO BE COMPLETE AND IN ACCORDANCE WITH DOUGLAS COUNTY REGULATIONS.

Engineering Services Date

Planning Services Date

- Failure to obtain a building permit within three (3) years after the date of SIP approval, as noted on the Notice of Final Action – Final Status, shall cause the unbuilt portion of this SIP to be null and void, unless an extension was granted.
- Acceptance of site construction drawings by Douglas County Engineering Services shall be required (as applicable) prior to issuance of building permits. Acceptance of site construction drawings expires three (3) years after the date of signature.
- Signs shown hereon are NOT approved. All signs require approval of a sign permit in accordance with the Sign Standards section of the Douglas County Zoning Resolution.

The undersigned as the owner or owner’s representative of the lands described herein hereby agree(s) on behalf of himself/herself (themselves), their heirs and assigns to develop and maintain the property described hereon in accordance with this approved SIP and in compliance with the Douglas County Zoning Resolution.

(signature of owner(s))

Acknowledged before me this ____ day of _____, 20____, by _____.

My commission expires: _____

Witness my hand and official seal.

Notary Public

2706.09 For multiple sheet plans, provide the following abbreviated approval certificate on all subsequent sheets of the plan set:

Approval Certificate	
Engineering	_____
	Initials/Date
Planning	_____
	Initials/Date
Owner	_____
	Initials/Date
Lessee (if applicable)	_____
	Initials/Date

- 2706.10 Locate, dimension, and indicate the use of all easements (existing and proposed) on or adjacent to the site. Include the reception number for all existing easements.
- 2706.11 Do not show existing or proposed utility lines on the site plan. Provide an engineered utility drawing, separate from the SIP plan set, to Engineering Services, utility providers, and the special district or water and sanitation district, as applicable.
- 2706.12 Indicate and dimension the location of all individual septic disposal system leach fields (existing and proposed), and indicate a replacement field location.
- 2706.13 Place the following statement on the SIP for all development within the Centennial Airport Review Area:

Owner waives, remises, and releases any right or cause of action it may now have or which it may have in the future against the County of Douglas, its officers, employees, and agents related to or resulting from the passage of aircraft in the airspace above the property that is the subject of this Site Improvement Plan.

- 2706.14 For sites located within the Runway Safety Zone or Fan Safety Zone, as defined in this Resolution, an aviation easement in a form established by the Board, signed by the landowner, and recorded in the Office of the County Clerk and Recorder, as well as a note on the SIP indicating the book and page of the recorded easement, shall be required.
- 2706.15 Delineate all drainageways affecting the site and any 100-year floodplain on or adjacent to the site.
- 2706.16 For a SIP that is designed in detail for the first phase only, with additional phases shown conceptually:
- Show phase lines

- Add the following note to each sheet of the SIP in proximity to each approval certificate:

For all future phases, the applicant shall submit a revised Site Improvement Plan of the phase for which a permit is requested. The revised SIP shall be approved prior to issuance of a building permit.

2707 Site Plan (Amended 04/13/10)

The site plan shall be prepared as follows:

- 2707.01 Prepare the SIP at a scale that allows maximum clarity of the proposal.
- 2707.02 Include a legible vicinity map at an appropriate scale.
- 2707.03 Provide a site data chart on the SIP based on the following example:

ITEM	SQUARE FOOTAGE	% OF GROSS SITE*
Gross Site Area	20,000	100
<ul style="list-style-type: none"> • Building Footprint • Parking and Roads (including planted interior parking islands) 	8,000 <hr style="width: 50px; margin: 0 auto;"/> 800	40 <hr style="width: 50px; margin: 0 auto;"/> 4
HARDSCAPE TOTAL	8,800	44
<ul style="list-style-type: none"> • Planted Area (If applicable, include parking lot islands used for stormwater detention and water quality ponds) • Existing Vegetation • Trails and Walks • Porous Pavement 	4,000 6,200 1,000 <hr style="width: 50px; margin: 0 auto;"/> 0 11,200	20 31 5 <hr style="width: 50px; margin: 0 auto;"/> 0 56
LANDSCAPE TOTAL		
ITEM	DESCRIPTION	
Building Size: 2 stories	16,000 sq. ft. TOTAL	
Parking:		
<ul style="list-style-type: none"> • Required • Provided 	64 spaces (1/250 sq. ft.) 67 spaces	

* **NOTE:** When a portion of a site's natural vegetation is proposed as landscape area, as permitted herein, these totals may not add up to 100 percent.

- 2707.04 Label and show dimensions of all existing and proposed structures. Delineate existing buildings in detail. Show setback lines, points of ingress and egress, the building's dimensions from lot lines, and indicate any structures to be removed.
- 2707.05 Identify all adjoining land uses and zoning.

- 2707.06 Show the location of all trash enclosures. Trash enclosures are encouraged to be integrated into the mechanical or service area of structures. Locate trash enclosures away from site entries and roadways. Screen and buffer trash areas. Provide a dimensioned elevation drawing of the proposed enclosure specifying materials and colors.
- 2707.07 Locate and dimension all required off-street parking and loading areas, identify all required handicap spaces, and note the total number of parking spaces provided per row of parking, in accordance with the Planned Development or Parking Standards section.
- 2707.08 Locate and dimension all public and private streets, walks and trails, rights-of-way, curb cuts, and points of access on, or adjacent to, the proposed site. Label surface materials and location of traffic directional arrows, signage, and markings.
- 2707.09 Show the location and dimensions of all existing and proposed signs, if known. Signs and their locations shown on the SIP are not approved by the SIP review process. Final approval of signs and their location require the issuance of a sign permit, in accordance with the Sign Standards section herein.
- 2707.10 Show location of all fire hydrants. If none exist on site, note the distance and direction of the closest hydrant adjacent to the site within 500'.
- 2707.11 When necessary to ensure consistency with SIP approval standards, notes may be added to the exhibit which establish operational limits applicable to the proposed use. *(Amended 4/28/15)*

2708 Landscape Plan *(Amended 12/07/10)*

A sustainable landscape plan is a component of a complete SIP application. The intent is to conserve water, reduce runoff, enhance water quality, buffer development from adjoining sites or streets, and ensure compatibility with adjacent development. Landscape enhances the site by moderating temperature and humidity, and mitigating noise and wind.

2708.01 Landscape Materials and Irrigation

Environment-appropriate, water-conserving plant materials are required, except as permitted herein, to conserve natural, cultural, and fiscal resources. Efficient irrigation of landscape materials promotes growth and plant health, resulting in the appropriate use of water resources, enhancement of the built environment, and reduced maintenance costs.

2708.01.1 The minimum area to be landscaped with live plant material shall be fifteen (15) percent of the gross site area, unless offsite landscaping is supported; the site is located within a Planned Development wherein additional landscaping has been provided; or the Director waives the requirement due to compatible land uses, severe site constraints, or other extraordinary circumstance. For SIP applications pursuant to a Use by Special Review, the gross site area may be determined to be the permit area.

- (1) A landscape buffer shall be required when adjacent to residential uses, and shall count toward a maximum fifty (50) percent of the minimum fifteen (15) percent landscape requirement.
- (2) Based on adjacent uses, views, and potential impacts, a landscape buffer shall be required between the following:
 - Residential use and adjacent nonresidential parking
 - Parking facility located adjacent to a street
 - Outside storage and adjacent uses

Options for buffering may include all or some of the following:

- Layered vegetation with a four (4') foot effective height or greater
 - Berms and plantings with a four (4') foot effective height or greater
 - Solid fences or decorative walls
 - Deciduous and coniferous trees and large shrubs
 - Combinations of these options
- (3) Restoration, conservation, and preservation of undeveloped portions of a site with natural vegetation that provides buffering, screening, or valuable wildlife habitat or movement corridors shall count towards the minimum fifteen (15) percent landscape requirement.
 - (4) Based upon the scale and impact of a project, additional landscape materials may be required in the public right-of-way. A license agreement with Douglas County may be required to allow the owner to install and maintain the landscaping within the public right-of-way.

2708.01.2 The use of Nonfunctional Turf, Nonfunctional Artificial Turf, and Invasive Plant Species is prohibited for new development or Redevelopment Projects on Applicable Properties.

2708.01.3 ~~The use of Functional Turf or Functional Artificial Turf is allowed for new development or Redevelopment Projects on Applicable Properties in areas that regularly serve a Civic, Community, or Recreational Purpose.~~

2708.01.4 ~~Other h~~High-water-use plants, as defined by the Colorado Nursery and Greenhouse Association, are discouraged. ~~but may be a maximum of 1.5 percent of the gross site area. For multifamily projects, a maximum of five (5) percent of the gross site area may include high-water-use plants to accommodate recreational areas.~~ Areas of high-water-use plants shall be depicted on the landscape plan with a callout to identify the square footage of each high-water-use planted area.

2708.01.53 The required quantity and size of plant materials shall be based upon the proposed use, design, adjacent uses, and overall impact and scale of the project.

2708.01.64 Where screening is required, it shall be provided through the use of fences, walls, hedges, berms, or a combination thereof. *(Amended 3/26/24)*

2708.01.75 The following shall be the acceptable minimum plant size:

PLANT TYPE	MINIMUM SIZE
Deciduous <ul style="list-style-type: none"> • Canopy Tree • Ornamental Tree 	2.0" minimum caliper ^{1, 2} 1.5" caliper ¹
Coniferous Tree	6' minimum height ²
Shrubs	5 gallon container Minimum 24" height at installation Multiple canes for deciduous shrubs
Vines	1 gallon container
Groundcover	5 gallon if horizontal shrubs (maturity less than 24") 1 gallon if perennials Space to provide 80% ground coverage in 2-3 yrs.
Mulch	Minimum 4" depth for all plant groupings and trees ³

¹ Measure caliper using Diameter at Breast Height (DBH).

² Larger sizes may be required where buffering or compatibility issues exist, in accordance with Section 2708.01.1(4) herein.

³ Impermeable sheet plastic shall not be permitted under mulched areas.

2708.01.86 Sources of irrigation water and types of irrigation shall be noted on the landscape plan. Automatic irrigation systems shall be required unless the only water available is from an offsite source. In the event the site is served by a well that prohibits outdoor usage, hand watering may be required. The applicant shall be required to obtain an offsite water source and provide acceptable documentation of such source (i.e., pre-paid weekly contract).

2708.02 Landscape Plan Requirements

Prior to the issuance of a CO or certificate of final inspection, the onsite landscaping shall be consistent with the approved SIP. The landscape plan shall be prepared as follows:

- 2708.02.1 Identify planted areas by name, size, and quantity of material to be used. Identify and describe all Functional Turf and Functional Artificial Turf. Identify and describe hardscape materials.
- 2708.02.2 Depict plant materials at approximately three-fourths mature size.
- 2708.02.3 Identify walkways, pedestrian-oriented areas, and landscape elements such as fences, walls, border edge treatments, signs, bike racks, trash enclosures, street furniture, and recreational facilities, as applicable.
- 2708.02.4 Depict the location of all pole-mounted, wall-mounted, and ground-mounted light fixtures.
- 2708.02.5 Show the contour lines depicting final grades as solid lines (screening acceptable).
- 2708.02.6 Label all streets, rights-of-way, and points of access on or adjacent to the proposed site.
- 2708.02.7 Show sight distance triangles at all intersections in accordance with the Douglas County Roadway Design and Construction Standards.
 - 2708.02.7.1 Any landscaping within the County right-of-way shall comply with the Douglas County Roadway Design and Construction Standards and the Douglas County Storm Drainage Design and Technical Criteria Manual.
 - 2708.02.7.2 Trench drains are required for irrigated landscaping along public streets, in accordance with the Douglas County Roadway Design and Construction Standards.
- 2708.02.8 Screen transformers, ground-mounted HVAC units, utility pedestals, and similar features, and place the following note on the landscape plan:

If any transformers, ground-mounted HVAC units, utility pedestals, and similar features are not shown on the SIP, additional landscaping and screening may be

required based upon field conditions during the site inspection prior to issuance of the certificate of occupancy, or final inspection, as applicable.

2708.02.9 Provide a landscape legend similar to the example below:

SYMBOL	QTY	BOTANICAL NAME	COMMON NAME	SIZE	HIGH-WATER-USE
WC	6	Catalpa Erubescens	Western Catalpa	2.5" caliper	No
BS	7	Pinus Ponderosa	Ponderosa Pine	8' height	No
AWS	10	Spirea bumalda	Anthony Waterer	5 gallon	No
	300 ft ²	---	Pole Peeling Mulch	4" depth	NA

NOTE: In the event of a discrepancy between the plan graphic and the landscape legend, the plant material quantity as determined by the plan graphic shall take precedence.

2708.02.10 Place the following maintenance statement on the plan:

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

2708.03 Parking Lot Islands

2708.03.1 All parking areas in excess of forty (40) spaces shall contain landscape islands typically located interior to the perimeter of the parking area. The ratio of required parking lot islands shall be as follows:

Number of Parking Spaces	Ratio of Parking Lot Islands
40 – 120	1 per 20 parking spaces
120 – 500	1 per 15 parking spaces
500+	1 per 10 parking spaces

2708.03.2 Each parking lot island shall be a minimum two (2) parking spaces in size and contain some combination of trees, shrubs, and groundcover. High-water-use plants are prohibited in parking lot islands.

2708.03.3 Islands may be aggregated to meet site specific needs for screening, buffering, water conservation, or water quality. The required islands need not be physically located at each interval noted (i.e., 20, 15, or 10 spaces). Generally, all required islands shall be located internal to the parking area.

2709 Grading and Drainage Plan (Amended 04/13/10)

The grading and drainage plan shall be prepared at the same scale as the landscape plan. Please note that this plan is separate and distinct from the GESC plan required by Engineering Services. The grading and drainage plan shall be prepared as follows:

- 2709.01 Label proposed and existing buildings, structures, fences, walls, walks, trails, parking and loading areas, and streets. Proposed retaining walls shall be no greater than four (4') feet in height, unless necessary due to site specific constraints. Walls in excess of four (4') feet in height, as measured from the bottom of the foundation, require a structural design and building permit. If multiple parallel retaining walls are proposed, a minimum five (5) feet wide horizontal separation should be required between the faces of adjacent walls. Design this separation to accommodate plants that will buffer the vertical planes of the walls.
(Amended 3/26/24)
- 2709.02 Retaining walls in excess of thirty (30") inches in height (as measured from the lowest ground surface adjacent to the wall) used in conjunction with detention areas or ponds, or located adjacent to a pedestrian access or walking surface, shall require permanent barriers, consistent with building code height requirements, for the purpose of protecting the public from potential hazards.
- 2709.03 Development sites are required to balance earthwork quantities onsite in accordance with the GESC Manual.
- 2709.04 Show existing contour lines as dashed lines (screening acceptable), and proposed contour lines as solid lines. The contour interval shall be no more than two (2') feet unless otherwise approved by the staff planner.
 - 2709.04.1 Distinguish existing grades greater than a 4:1 slope (25 percent).
 - 2709.04.2 Proposed grades shall be no steeper than a 3:1 slope (33.3 percent).
- 2709.05 Label low and high points.
- 2709.06 Show flow direction arrows.
- 2709.07 Show and label the required drainage easements with detention, water quality facilities, and storm sewer infrastructure.
- 2709.08 Label the top of wall and bottom of wall elevations at twenty (20') foot intervals along all retaining walls.

2710 Building Elevations *(Amended 12/07/10)*

The building elevations shall be prepared as follows:

- 2710.01 Prepare elevations at a scale that allows for maximum clarity of the proposal.
- 2710.02 Label and dimension all building features.
- 2710.03 Label all building materials and finishes with the manufacturers' colors and numbers to correspond with the colors and materials sample sheet.
- 2710.04 Identify the location of all wall-mounted light fixtures.
- 2710.05 When applicable, depict the roof plane, behind the wall, as dashed lines.
- 2710.06 When applicable, depict all ground-, wall-, and roof-mounted mechanical equipment, HVAC, emergency generators, and other accessories (including satellite TV, electronic data dishes and antennae) behind the wall, as dashed lines. All ground-, wall-, and roof-mounted mechanical equipment, HVAC, emergency generators, and other accessories shall be screened. The screening of rooftop equipment shall not be required to exceed the maximum elevation of the rooftop equipment.

Provide the following note on elevation sheets:

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

2711 Lighting Plan (Amended 04/13/10)

All fixtures and lamping shall be consistent with the requirements of the Lighting Standards section herein. The following lighting information is required to be included on the lighting plan, unless the applicant clearly provides the information on another sheet of the SIP plan set:

- 2711.01 Provide a luminaire schedule similar to the following example:

LUMINAIRE SCHEDULE						
QTY	Lamp Type	Mounting Height	Lumens	LLF	Color	Description
10	21W CF	10'	1650	1.00	Bronze	Visa Lighting OW1342 1FS21
5	400W MH	24'	36000	1.00	Bronze	Visionaire American Series AME-2 T5400 M 6 BOA
4	150W MH	12'	13000	1.00	Dk Bronze	Gardco 101WT 150MH Quad BRP

* **NOTE:** A Light Loss Factor (LLF) of 1.0 shall be utilized.

- 2711.02 Include a copy of the manufacturers catalog sheet, product number and Illuminating Engineering Society of North America type description.

2711.03 Include the following note on the plan set:

Prior to issuance of a certificate of occupancy or conducting final inspections, Douglas County shall conduct an evening site visit to ensure illumination levels generated by the lighting: meet all County criteria as well as those indicated on the approved Site Improvement Plan; do not create disability glare on adjacent properties; and that all fixtures are full cutoff as defined by the Illuminating Engineering Society of North America. In the event lighting levels do not meet these criteria, remedial action may include re-lamping with lower wattage bulbs, relocating fixtures, shielding fixtures, removing fixtures, or replacing fixtures. It shall be the responsibility of the applicant to ensure all site lighting complies with Lighting Standards section of the Douglas County Zoning Resolution prior to requesting issuance of a certificate of occupancy and/or final inspections.

2712 Post Approval SIP Procedures and Requirements *(Amended 04/13/10)*

2712.01 Prior to the issuance of a CO, the applicant shall submit as-built plans to Engineering Services for any required detention pond and water quality facilities, as well as an Engineer's certification stating that the detention pond and water quality facilities have been constructed in accordance with the approved drainage report and plan.

After approval of the SIP and issuance of a building permit, a CO may be issued if the construction of all buildings is completed and all parking, drainage improvements, and landscaping elements are installed in accordance with the approved SIP, as determined by a site inspection performed by County staff. Submit final easement documents to Engineering Services for acceptance prior to issuance of a CO. The applicant shall perform the tasks required by the Requirements for Release of CO prior to scheduling any final site inspections.

2712.01.1 Occupancy of the site shall not be permitted until the site is clean, safe, and free of all construction debris, as determined by Douglas County.

2712.01.2 If adverse weather immediately preceding the CO request prevents the installation of parking, drainage, or landscaping elements, a temporary certificate of occupancy (TCO) may be issued (for nonresidential projects) after the applicant provides an irrevocable letter of credit, or other acceptable security as allowed by the SIPIA. Bonds are not acceptable.

(1) The security shall be equal to 115 percent of the cost of the unfinished work, in accordance with the cost estimates contained in the SIPIA, and shall be submitted prior to the issuance of a TCO. The security shall be held by Douglas

County and released, as set forth in the SIPIA, when the work is deemed complete by Douglas County.

- (2) When a TCO is issued, based on security as provided for herein, prior to the completion of all site improvements, the time for the completion of site improvements shall not exceed six (6) months.
- (3) Failure by the applicant to complete the work or to request a time extension shall result in a forfeiture of the security and shall cause Douglas County to initiate the construction of such improvements, as detailed in the SIPIA. The Director may grant a one time extension of not more than six (6) months upon receipt of a written request accompanied by an extension of the financial security.

2712.02 When a CO is not required, the following shall apply regarding approvals and security:

2712.02.1 When a building addition or modification is proposed, all building improvements and all site improvements such as drainage, parking, landscaping, and lighting shall be fully completed prior to final building inspections. The applicant shall perform the tasks required by the Requirements for Release of Final Inspections form prior to scheduling any final site inspections.

2712.02.2 If the scale, impact, or phasing of the proposed development warrants, a letter of credit equal to 115 percent of the estimated cost of improvements may be required at the time of SIP approval to ensure the required improvements are completed.

2712.02.3 The security shall be held by Douglas County and released, as set forth in the SIPIA, when all site improvements identified on the SIP, are deemed completed by Douglas County.

2713 Revision to an Approved SIP (*Amended 12/07/10*)

Proposed changes to an approved SIP shall be reviewed for scale and impact to determine whether the changes will be processed as a revision or modification to an approved SIP.

2713.01 Applicability

A revision shall be for the purpose of additional review and referral based on the scale and impacts of the proposed changes. In general, a revision impacts grading, drainage, parking, access, building footprint, or landscaping. These impacts typically require the entire site be brought into conformance with the current Zoning Resolution.

2713.02 Approval Standards

Approval of a revision to an approved SIP shall be in accordance with Section 2703 and applicable provisions contained herein.

2713.03 Process

A revision shall follow the full SIP process as described herein, however, the referral period for a revision shall be twenty-one (21) calendar days.

2713.04 Submittal Requirements

The applicant shall be required to submit the following information to Planning Services. Incomplete applications shall not be accepted for processing.

- Completed land use application and fee
- New plan sets, as necessary, to depict the proposed revision
- Development reports in accordance with Section 2705.10
- Detailed technical studies in accordance with Section 2705.12, if applicable
- Current title commitment or insurance policy (*Section 2705.03*)
- Notarized letter of authorization from the property owner, if applicable (*Section 2705.04*)
- A written narrative explanation of the revision (*Section 2705.08*)
- Letter from HOA and architectural control committee, if applicable

2713.05 The legal description for a revision to the SIP shall be consistent with the originally approved SIP, except as otherwise provided for below. (*Amended 4/28/15*)

For Revisions:

SPRUCE SUMMIT, Filing No. 3, Lot 14 – **1st Revision**
 NW¼ Section 11, Township 8 South, Range 67 West
 5 acres
 SP2010-002 (**Revision to SP2003-049**)

For Revision on Lot with Amended Legal Description:

SPRUCE SUMMIT, Filing No. 3, **1st Amendment**, Lot 14-A – **1st Revision**
 NW¼ Section 11, Township 8 South, Range 67 West
 5 acres
 SP2010-002 (**Revision to SP2003-049**)

2714 Modification to an Approved SIP (Amended 12/07/10)

Proposed changes to an approved SIP shall be reviewed for scale and impact to determine whether the changes will be processed as a revision or modification to an approved SIP.

2714.01 Applicability

A modification shall be for the purpose of minor changes to the approved SIP. In general, a modification shall not increase the building footprint, impervious surface, or affect fire access.

2714.02 Approval Standards

Approval of a modification to an approved SIP shall be in accordance with Section 2703 and applicable provisions contained herein.

2714.03 Process

2714.03.1 Prior to submittal of a modification to an approved SIP, a presubmittal meeting shall be required with staff to discuss the procedures and submittal requirements.

2714.03.2 Staff shall have up to seven (7) calendar days from the date that the application is date-stamped and accepted, for internal review of a modification.

If the submittal meets approval standards, the modification will be considered for approval, and the staff planner shall prepare a Modification Affidavit for approval.

If the submittal does not meet approval standards, staff shall provide the applicant with written comments, detailing the deficiencies.

2714.03.3 Based on compliance with the approval standards, the modification will be considered for approval, approval with conditions, denial, or closure.

2714.03.4 In place of the final plan set, the applicant may provide a legible redlined copy of the approved SIP, detailing the modification. The Requirements for Release of Final Inspections form, as applicable, shall be executed and submitted to the staff planner prior to approval of a modification. A Modification Affidavit shall be approved by the Director (or designee) based on staff recommendations. The proposed changes may require Building permits.

2714.03.5 If the SIP is denied, written findings shall be provided by staff to the applicant within seven (7) calendar days of the denial.

2714.04 Submittal Requirements

The applicant shall be required to submit the following information to Planning Services. Incomplete applications shall not be accepted for processing.

- Completed land use application and fee
- A redlined copy of the approved SIP, and other exhibits as necessary, to depict the proposed modification
- Notarized letter of authorization from the property owner, if applicable (*Section 2705.04*)
- A brief written narrative explanation of the modification
- Letter from HOA and architectural control committee, if applicable.

SECTION 32 LOCATION AND EXTENT

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3201 Intent *(Amended 5/4/2010)*

To provide procedures for the timely review of the location and extent of public facilities or uses as provided by Section 30-28-110, *et seq.*, of the Colorado Revised Statutes.

3202 General Requirements *(Amended 5/4/2010)*

The Planning Commission is required to, consistent with State statute, review and approve, conditionally approve, table for further study, or deny construction of, or plans for the construction of any road, park, or other public way, ground, or space, public building or structure, or public utility, whether publicly or privately owned prior to the authorization or construction of any such areas or facilities. Minor routine extensions of public utility lines and minor modifications to existing uses or facilities shall not be subject to this procedure.

The acceptance, widening, removal, extension, relocation, narrowing, vacation, abandonment, change of use, or sale or lease of or acquisition of land for any road, park, or other public way, ground, place, property, or structure shall be subject to similar submission and approval, and the failure to approve may be similarly overruled as described in Section 3204. [*§30-28-110(1)(d), C.R.S.*]

If the location and extent of any road, park, or any other public way, ground, or space, public building or structure, or public utility, whether publicly or privately owned, is reviewed and approved by the Planning Commission at a public hearing (i.e. subdivision, planned development, or other similar process), a separate location and extent application shall not be required.

A Matters of State Interest (1041) Permit may be required in addition to the location and extent review and hearing. This determination shall be made at the time of the presubmittal meeting.

3203 Submittal Requirements *(Amended 5/4/2010)*

3203.01 The applicant shall submit the following to Planning Services:

3203.01.1 A completed land-use application form *(available from Planning Services)*

3203.01.2 A written narrative that provides the following information:

- Name of applicant
- Description of the request
- Purpose of the improvements
- Summary of the potential impacts and proposed mitigation measures
- Compliance with the Comprehensive Master Plan

- 3203.01.3 Application fee (*fee schedule available from Planning Services*)
- 3203.01.4 Location and extent plan exhibit (*per Section 3205, herein*)
- 3203.01.5 Location and extent report (*per Section 3206, herein*)
- 3203.01.6 Any additional information as requested by staff needed to thoroughly review the impacts of the location and extent application.

3204 General Procedure (*Amended 5/4/2010*)

The location and extent application should be submitted after the presubmittal meeting(s) has been completed. At the presubmittal meeting, staff will make a determination as to whether the entity with jurisdiction over the public facilities or uses will be requested to attend the location and extent hearing before the Planning Commission. Staff shall provide the written presubmittal comments to the applicant within five (5) business days. In addition to the presubmittal meeting, the applicant may be required to attend a pre-application meeting with the Board of County Commissioners. The pre-application meeting with the Board may not be required if the proposed public facility is included within the taxing and service area boundaries of the applicant district and is described in its service plan, or for a school submitted by or on behalf of the Douglas County School District.

- 3204.01 The submittal shall be reviewed for completeness and the applicant notified of any incomplete information. If the submittal is incomplete and cannot be scheduled for a Planning Commission hearing within the thirty (30) day timeframe established by statute, the hearing may be continued with the consent of the applicant.
- 3204.02 Once the submittal is determined to be complete, staff shall review the application and schedule a hearing before the Planning Commission within thirty (30) days, unless an extension of time is agreed to by the applicant. Staff shall notify the applicant of the date and time of the public hearing.
- 3204.03 Staff shall send a courtesy notice of an application in process and applicable contact information to all abutting landowners and owners of land separated by 300 feet or less from the property by a platted tract. In Nonurban Areas, staff shall send a courtesy notice of an application in process to the entity or entities responsible for ownership and maintenance of a shared private access, along with a copy to the owners of all parcels included in the location and extent application. The notice at a minimum shall include the narrative and the location and extent plan exhibit. The notice shall be sent within three (3) business days of receipt of a complete submittal. The applicant shall reimburse the County for the cost of materials. Errors in the courtesy notice shall not negatively impact

the determination of public notice compliance set forth herein. (*Amended 4/13/2021*)

- 3204.04 The location and extent application shall be referred to those referral agencies as deemed necessary by staff. If the referral agencies elect to comment, they shall comment within fourteen (14) calendar days of the date referral packets were mailed or electronically distributed.

All referral agency comments shall be provided by staff to the applicant upon receipt. The applicant shall address the comments of all regulatory ~~R~~referral ~~A~~gencies ~~—Regulatory~~ received within the fourteen (14) calendar day referral period, by identifying in writing the extent to which the project has been revised in response to the comments. The applicant is strongly encouraged to provide staff a written response to timely comments of any and/or all advisory ~~R~~referral ~~A~~gencies ~~—Advisory~~.

The applicant is encouraged to meet with the referral agencies and staff to address any concerns. The applicant is required to pay those fees assessed by regulatory ~~R~~referral ~~A~~gencies ~~—Regulatory~~.

- 3204.05 The Planning Commission shall evaluate the application, staff report and public testimony, and consistent with State statute, shall approve, conditionally approve, table for further study, or deny the location and extent of the use or facility.

- 3204.06 In the case of a charter school or public school, the Planning Commission may request a public hearing before the board of education on the proposed site location or site development plan. If the Planning Commission requests a hearing, the board of education must promptly schedule the hearing, publish at least one (1) notice in advance of the hearing and provide written notice of the hearing to the Planning Commission in accordance with Section 22-32-124, *et seq.*, C.R.S.

- 3204.07 In the case of a denial of a County funded application, the Planning Commission shall forward its findings and recommendation to the Board of County Commissioners. The Board may overrule such disapproval by a majority vote. The Board's decision shall be based on the evidence presented.

- 3204.08 If the public way, ground, space, building, structure, or utility is one the authorization or financing of which does not, under the law governing the same, fall within the province of the Board of County Commissioners or other county officials or Board, the submission to the Planning Commission shall be by the body or official having such jurisdiction, and the Planning Commission's disapproval may be overruled by said body by a vote of not less than a majority of its entire membership or by said official. In the case of a utility owned by an entity other than a political

subdivision, the submission to the Planning Commission shall be by the utility and shall not be by the public utilities commission; however the Planning Commissions' disapproval may be overruled by the public utilities commission by a vote of not less than a majority of its entire membership. [§30-28-110(1)(c) C.R.S.]

3205 Location and Extent Plan Exhibit (Amended 5/4/2010)

A location and extent plan exhibit shall be prepared on 24" X 36" paper at a scale of 1" = 50' or as approved by staff, which at a minimum addresses the following:

- 3205.01 Name of proposed use/facility
- 3205.02 Legal description (*land area*)
- 3205.03 Vicinity map with a one (1) mile radius superimposed on a Douglas County subdivision map maintaining the same scale
- 3205.04 Existing and proposed access to the site, surfacing and width of road - identify all easements and drainage ways, loading, parking and outdoor storage areas
- 3205.05 Existing and proposed topography shown at two (2) foot contour intervals, or another contour interval approved by staff (*show existing with dashed lines and proposed with solid lines*)
- 3205.06 The location and dimension of all existing and proposed structures, the use of structure, the building elevation (*ground floor*), and building height
- 3205.07 Source and availability of water, and method of waste disposal, as applicable
- 3205.08 An illustrative landscape plan, showing all proposed landscape - materials, fences, walls, planters, and any other landscape features. Final landscape plans implemented at the time of site construction shall also conform with the following restrictions:
 - 3205.08.1 The use of Nonfunctional Turf, Nonfunctional Artificial Turf, and Invasive Plant Species is prohibited for new development or Redevelopment Projects on Applicable Properties.
 - 3205.08.2 The use of Functional Turf or Functional Artificial Turf is allowed for new development or Redevelopment Projects on Applicable Properties in areas that regularly serve a Civic, Community, or Recreational Purposes.
- 3205.09 Utility lines and appurtenances

3206 Location and Extent Report (Amended 5/4/2010)

The applicant shall submit a report with supporting materials and completely address the items listed below. The degree of detail required for analysis will depend upon the impact to the site and surrounding area. This report includes:

- 3206.01 A community impact report that describes potential impacts to private and public interests, and the project site, and how potential impacts are proposed to be mitigated.
- 3206.02 A Phase III Drainage Report in accordance with the requirements of the Douglas County Storm Drainage and Design and Technical Criteria Manual, as required, or as required by a condition of approval.
- 3206.03 A narrative or traffic study describing the transportation network establishing the availability and adequacy of the system in accordance with the Douglas County Roadway Design and Construction Standards, as required.
- 3206.04 A guarantee of public improvements, such as dedication of rights-of-way, sidewalk construction, and similar improvements, as required.
- 3206.05 Additional information may be requested by the staff as appropriate to the request, and information required above may be waived by the Planning Services Director, when deemed to be inappropriate.

3601 Rules of Construction

- 3601.01 The particular controls the general.
- 3601.02 In case of any difference of meaning or implication between the text of this Resolution and the captions for each section, the text shall control.
- 3601.03 The word "shall" is always mandatory and not directory. The word "may" is permissive.
- 3601.04 Words used in the present tense include the future, unless the context clearly indicates the contrary.
- 3601.05 Words used in the singular number include the plural, and words used in the plural number include the singular, unless the context clearly indicates the contrary.
- 3601.06 A "building" or "structure" includes any part thereof. A "building or other structure" includes all other structures of every kind, regardless of similarity to buildings.
- 3601.07 The phrase "used for," includes "arranged for," "designed for," "intended for," "maintained for," and "occupied for."

3602 Definitions

As used in this Resolution, the following words shall be interpreted and defined in accordance with the provisions set forth in this Section or by further modification by the Board of County Commissioners.

Abutting: Having a common border with, or separated from such a common border by a right-of-way, alley or easement.

Accessory Dwelling Unit (ADU): An attached or detached unit situated on one (1) lot with an established principal dwelling which shall not be held in ownership by other than the owner of the principal dwelling. The ADU shall be arranged, designed, or intended for occupancy by not more than one (1) family in compliance with the County building code. (Amended 6/24/25)

Attached ADU – An ADU that is attached to the principal dwelling unit as either an addition to the dwelling or a conversion of existing space within the dwelling.

Detached ADU – An ADU that is detached from the principal dwelling unit.

Accessory Equipment: An enclosed structure, cabinet, shed or box that houses power boxes, electrical equipment, and other related equipment of a telecommunication or personal wireless communication facility.

Accessory Structure: A subordinate structure detached from but located on the same lot as the principal structure, the use of which is incidental and accessory to that of the principal structure.

Accessory Use: A use naturally and normally incidental to, subordinate to and devoted exclusively to the principal use.

Adjacent: Having a common border with, or separated from such a common border by a right-of-way, alley or easement.

Agricultural Recreational Activities: Special activities related to livestock held for educational, instructional, or recreational purposes, including but not limited to horse shows, gymkhanas, training clinics, team ropings, rodeos, polo matches, endurance rides, hunts, or other activities involving livestock.

Agricultural Activities, Youth-Oriented: Special activities oriented toward children and held for educational, instructional or recreational purposes, including but not limited to: 4-H, pony club, and Little Britches. *(Amended 4/28/15)*

Agriculture: Land uses related to grazing or raising livestock or land uses which produce products that originate from the land's productivity, such as farming, ranching, forestry, tree farming, animal husbandry, and horticulture. Excluded from this definition is all marijuana prohibited by Douglas County per Resolution No. R-010-108 and Ordinance No. O-012-003. *(Amended 1/28/14)*

Agricultural Producer: A person or entity that raises or produces Agricultural Products on land that the person or entity farms and owns, rents, or leases. *(Amended 1/28/14)*

Agricultural Products: Products that originate from the land's productivity, such as fruits, vegetables, mushrooms, herbs, nuts, shell eggs, honey or other bee products, flowers, nursery stock, livestock products (including meat, milk, cheese and other dairy products), hay, grass, and grains. Excluded from this definition is any marijuana product, the cultivation or other processing of which is prohibited by Douglas County per Resolution No. R-010-108 and Ordinance No. O-012-003. *(Amended 1/28/14)*

Agricultural Worker: An individual employed in the operation of a farm or ranch.

Airport: Any area of land or water designed for the landing and take-off of aircraft for business or commercial purposes, including all necessary facilities for passenger and cargo loading, maintenance and fueling facilities and housing of aircraft.

Alley: A public or private vehicular passageway dedicated or permanently reserved as a means of secondary access to abutting property and designated an alley on a final plat. An alley shall not be considered to be a street.

Ambient Lighting: All available light surrounding a subject sign at any point in time with the subject sign light source extinguished. (*Amended 2/11/14*)

Ambient Noise Level: The average equivalent sound level (LEQ) occurring during a six-minute period as measured with a sound level measuring instrument. The ambient noise level shall be determined with the noise source at issue silent, and in the same location and approximate time as the measurement of the noise level of the source at issue.

Animal, Exotic: An animal introduced from another country not normally kept as a household pet or farm animal. (*See animal - nondomestic.*)

Animal, Household Pet: A small animal customarily permitted to be kept in a dwelling for company or pleasure, including, but not limited to, dogs, cats, pot-bellied pigs, gerbils, hamsters, tropical fish, or common house birds, provided that such animals are not kept to supplement food supplies or for any commercial purpose. A limit of one (1) litter, brood, or offspring is permitted, per household, per year.

Animal, Nondomestic: An animal not normally adapted to live and breed in a tame condition. (*See animal - exotic.*)

Antenna: A system of wires, rods, reflecting discs or similar devices used for the wireless transmission or reception of electromagnetic waves.

Directional (or panel or rectangular): A flat surface antenna used to achieve transmission or reception from a specific direction.

Parabolic: A round, often concave, antenna no greater than 24" in diameter used primarily for point-to-point transmission of radio signals.

Omnidirectional (or whip): A thin, self-supporting rod antenna that beams and receives a signal in all directions.

Satellite Dish: A ground mounted antenna, generally exceeding 24" in diameter, incorporating a solid, open mesh, or bar configured surface used to transmit or receive radio or electromagnetic waves.

Antenna Array: Groups of directional panel antennas designed to send and receive wireless transmissions.

Applicable Property: Solely as applicable to functional and non-functional turf-, commercial, institutional, or industrial property, common interest community property; street right-of-way, parking lot, median, or transportation corridor; and multifamily residential housing premises that include more than twelve dwelling units.

Avigation Easement: An easement that allows the grantee the right to use the airspace. The easement may include restrictions regarding the height of structures, the use of reflective glass, or the interference of radio transmissions by the grantor and an acknowledgment by the grantor that airplanes flying overhead may present a physical danger, increase noise levels or cause pollution.

Base Flood: The flood having a 1% chance of being equaled or exceeded in any given year. *(Refer to Flood - 100 year)*

Batch Plant, Concrete, Mortar, or Asphalt: A site, together with its accessory facilities, where sand, gravel, cement and various petroleum derivatives are compounded to manufacture concrete, mortar or asphalt.

Bed and Breakfast: A dwelling where a maximum of five (5) guest units for overnight or otherwise short-term temporary lodging is provided and may include meals. The operator of the facility shall live on the property. *(This does not include hotels/motels.)*

Berm: Mound of earth used in landscaping for screening, definition of space, noise attenuation, or decoration.

Board or Board of County Commissioners: The Board of County Commissioners of Douglas County; the governing body of Douglas County.

Bordering: Touching at a boundary. *(Amended 3/26/24)*

Borrow Site: A site used for the extraction of earthen materials such as sand, gravel, rock, dirt, etc., where the material is removed from the legally described site and characterized by a short-term operation and a limited quantity of earthen material.

Buffer Area: An area of land established to separate and protect one type of land use from another; to protect from objectionable noise, smoke, or visual impact; or to provide for future public improvements or additional open space. *(Amended 3/26/24)*

Building: Any permanent structure, or portion thereof, built for the shelter or enclosure of human beings, animals, or property of any kind and excluding signs or fences.

Building Envelope: The portion of a lot within applicable setback requirements where building construction will be permitted, or other activities if so limited or described on the plat.

Building Face: The horizontal linear dimension of any side of a building as determined by measuring the exterior wall of any side of said building in a straight line. A side of any building shall contain only one building face. *(Amended 2/11/14)*

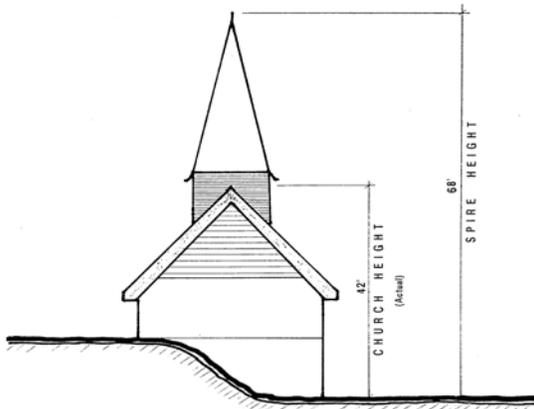
Building Height: The vertical distance above a reference datum measured to the highest point of the coping of a flat roof or to the deck line of a mansard roof or to the average

height of the highest gable of a pitched or hipped roof. The reference datum shall be selected by either of the following, whichever yields a greater height of building:

- (1) The elevation of the highest adjoining sidewalk or ground surface within a five (5) foot horizontal distance of the exterior wall of the building when such sidewalk or ground surface is not more than 10 feet above the lowest grade.
- (2) An elevation 10 feet higher than the lowest grade when the sidewalk or ground surface described in number one (1) above is more than 10 feet above the lowest grade.
- (3) The height of a stepped or terraced building is the maximum height of any segment of the building. *(Amended 12/18/12)*

Spire Height Calculation *(see diagram)*

Spire Height Calculation



Campground: An area or tract of land on which accommodations for temporary occupancy (not to exceed 30 days in any one calendar year) are located including the parking or placement of camping and travel trailers, motor homes, truck campers or tents used for human occupancy.

Canopy: A roof like cover, including an awning that projects from the wall of a building over a door, entrance, or window; or a free-standing or projecting cover over an outdoor service area, such as at a gasoline station. *(Amended 2/11/14)*

Capacity: The maximum demand that can be accommodated by a public facility or service without exceeding the level of service as determined by the service provider. *(Amended 11/18/14)*

Capital Improvements: Large scale physical assets constructed or purchased to provide, improve, or replace a costly public facility. "Capital improvements" shall include physical assets providing additional capacity needed to accommodate the demand for public facilities generated by a development. *(Amended 11/18/14)*

Carrier: A company that provides personal wireless communication services.

Cellular Communication: A type of personal wireless communication service consisting of low-power mobile radio communication that occurs through a network of radio wave transmitting devices.

Centennial Airport Review Area (CARA): An overlay district intended to allow for compatible land-use planning in the vicinity of Centennial Airport. The overlay district includes three components; safety zones, noise zones, and height zones as depicted in Figure 19-1.

Central Water: Water service provided by a special district formed pursuant to the Special District Act, C.R.S. § 32-1-101, et. seq.

Central Sanitation: A centralized wastewater collection and treatment facility approved by Tri-County Health Department and the Colorado Department of Health including at a minimum, secondary wastewater treatment, subject to any waste discharge permits required by the State.

Channel: A natural or artificial watercourse of perceptible extent, with definite bed and banks to confine and conduct continuously or periodically flowing water. Channel flow is that water which is flowing within the limits of the defined channel.

Church: A building, where people regularly assemble for worship, or other type of religious practice, together with its accessory buildings and uses, maintained and controlled by an organization to sustain public worship. *(Amended 4/28/15)*

Civic, Community or Recreational Purposes: Solely as applicable to functional and non-functional turf, areas intended for community use, which may include picnic areas, portions of parks, outdoor amphitheaters, fairgrounds, sports stadiums and arenas, performing arts centers, cemeteries, or similar uses. This also includes recreational activities that are often formally structured, requiring equipment and designated sites or fields. Activities include field sports (soccer, baseball, etc.), playground facilities, and parks.

Clinic, Dental or Medical: A facility licensed and used for the provision of medical, dental, surgical or mental health care of the sick or injured, but excluding therefrom inpatient and overnight accommodations.

Club (Country Club): Individuals gathered for social, educational or recreational purposes, including buildings or facilities owned/operated by such organization, excluding a golf course unless specifically permitted in that zoning district.

Collocation: The circumstance occurring when one or more carriers install antenna arrays on the same single structure.

Commercial Storage Area: An outdoor area for the storage of items including but not limited to raw materials, supplies, finished or semi-finished products, goods, wares, merchandise, vehicles, or equipment. *(Amended 3/26/24)*

Commitment to serve: (as related to water supply) - A letter stating the water district's "intent to serve" the project, or at the time of final/minor development plat application, a letter stating that the water district "will serve" the area of the final/minor development plat.

Comprehensive Master Plan: The Douglas County Comprehensive Master Plan as adopted by Planning Commission resolution. The Douglas County Comprehensive Master Plan is the long-range plan intended to guide the growth and development of the County, and is inclusive of supplemental plans which may be adopted and incorporated by Planning Commission resolution.

Condominium: A legal form of ownership whereby an owner gains title to an interior air space dwelling unit, together with interest in the common areas and facilities appurtenant to such units.

Confinement Center: An animal feeding operation where livestock are kept and fed in close quarters until they are shipped to market.

Construction: Any and all activity incidental to the erection, demolition, assembling, altering, installing, or equipping of buildings, structures, roads, or appurtenances thereto, including land clearing, grading, excavating, and filling.

Convenience Store: A small retail or service commercial use, which provides limited food products, household items or other goods or services commonly associated with the same, which do not typically offer comparison shopping opportunities.

County: Douglas County, Colorado.

Cultural Facility: A building or area designed and intended for intellectual or artistic activities, including a museum, art gallery, outdoor amphitheater, fairground, sports stadium/arena, performing arts center, or similar facility.

dB(A): A sound level in decibels measured on the "A" scale of sound level having characteristics defined by the American National Standards Institute. [*§25-12-102(2), C.R.S.*]

Day-Care Center/Preschool: A commercial facility where care and training is provided for children or adults for periods of less than 24 consecutive hours.

Day-Care Home:

small - A residence in which care is provided for up to six (6) children or adults, including the provider's own children, plus two (2) additional children of

school age either before or after school hours, and on days during the regular school year when school is not in session, such as conference days/in-service days and holidays, including summer vacations or off-track periods in year-round schools when the child does not attend classes. If the applicant has an experienced Child Care Provider License, a maximum of nine children may be permitted in accordance with Colorado Department of Human Services regulations for child care facilities.

large - A residence in which care and training is provided for seven (7) to 12 children or adults, including the provider's own children, except as provided for above.

Day-Care Household Pets: A retail/service facility for the care of dogs or other household pets for periods of less than 24 consecutive hours. Overnight, indoor boarding may be permitted as an accessory use only. Outdoor holding facilities are prohibited in connection with the accessory use.

Decibel: A unit describing the relative amplitude of sound. A decibel is a unit of sound pressure level equal to 20 times the logarithm to the base 10 of the ratio of the sound pressure to the reference pressure of $2 \times 10^{-5} \text{N/m}^2$ (Newton's/meter squared.) [§25-12-102(3), C.R.S.]

Density: The number of units per area of measure. For example, the number of dwelling units per acre.

Density, Gross: The total number of units divided by the total land area within the boundary of the project including publicly dedicated streets, open space or other public facilities.

Density, Net: The number of units divided by the land area within the boundary of the project excluding publicly dedicated streets, open space or other public facilities.

Department: The Douglas County Community Development Department.

Designated Elevation: The elevation above sea level determined at each airport in accordance with the approved airport guidelines.

Development: Any change to improved or unimproved real estate, including but not limited to: buildings, structures, mining, dredging, filling, grading, paving, excavation or drilling operations or any alteration to land, buildings or structures which falls under the purview of this Resolution.

Development Plan: A specific set of regulations establishing lot size, land use, density, lot coverage, open space or other standards and a map depicting land uses within a Planned Development District approved by the Board and recorded in the Office of the Clerk and Recorder. The current and future owners and their assigns are required to develop their property in accordance with this plan.

Director: The Director shall be as designated by the County Manager.

Driveway: A private vehicular access abutting a street, for the exclusive use of the owners and occupants of the lot, lots or project and their invitees, not considered to be a street.

Dude Ranch: A functioning ranch that offers guests the opportunity to participate in activities commonly associated with its operation. The recreational component shall be accessory to the principal ranching operation.

Dwelling: A building or portion thereof used exclusively for residential occupancy, including single-family, two-family and multi-family dwellings, but not including mobile homes, boarding houses, hotels, motels, recreational vehicles, or tents. Manufactured homes certified pursuant to the "National Manufactured Housing Construction and Safety Standards Act of 1974", 42 U.S.C. 5401 et seq., as amended and Section 30-28-115 of the Colorado Revised Statutes shall be deemed a dwelling unit. *(Amended 5/10/16)*

Dwelling, Multifamily: A dwelling situated on 1 lot and arranged, designed or intended for occupancy by two (2) or more families living independently of each other, including condominiums and duplexes, but excluding therefrom hotels and motels.

Dwelling, Single-Family: A dwelling situated on 1 lot and arranged, designed or intended for occupancy by not more than one (1) family in compliance with the County building code. The dwelling must function as a continuous enclosure without any impassable separation such as a wall or floor. Dwelling spaces joined by a garage or breezeway are considered to be a separate dwelling.

Dwelling, Single-Family, attached: A dwelling with primary ground floor access to the outside, which is attached to another unit by a party wall without openings, and is situated on one (1) lot. The term is intended primarily for such dwelling types as townhouses, cluster units, patio homes.

Easement: An acquired right of use, interest or privilege in land owned by another.

Enhanced Specialized Mobile Radio Service (ESMR): A type of communication technology that is used primarily by fleet-dispatched service providers and closed system mobile radio users.

Entertainment Event: A public presentation for which admission is made available to the general public, held on a one time or occasional basis that provides amusement for, or holds the attention of, those in attendance. *(Amended 4/28/15)*

Entertainment Event, Major: An Entertainment Event that exceeds the limitations placed on Minor Entertainment Events. *(Amended 1/28/14)*

Entertainment Event, Minor: An Entertainment Event that meets one of the following limitations:

- A one-day event, such as a concert, with a maximum daily attendance of 500 persons.
- A multi-day event, such as a festival, carnival, or revival, with a maximum daily attendance of 300 persons and duration of seven days or less. *(Amended 1/28/14)*

Equipment, Small: Vehicles/equipment not exceeding the following gross vehicle weights: Motorized - 18,000 lbs.; nonmotorized - 6,000 lbs.

Event Center: A facility consisting of structures or premises used to accommodate the assembly of persons for private meetings, parties, weddings, wedding receptions, reunions, birthday celebrations, charitable fundraisers, and other social engagement purposes, or similar such uses, in exchange for remuneration of any kind. Such use may include the provision of food, beverages, and entertainment. Event Center shall not include any use component of a sexually oriented business, as defined herein. *(Amended 4/28/15)*

Family: An individual or a group of persons, whether related or not, that habitually reside in a single dwelling unit and form a single residential unit, who share common living areas (e.g. laundry, kitchen, living room, garage, etc.) and expenses, and are at least partially dependent upon each other for care of the residential unit.

A family shall not include more than one (1) registered sex offender over the age of 18, unless related by blood, marriage, or legal adoption to all other occupants. *(Amended 5/10/16)*

Farm and Commercial Garden Building: A building or structure used to shelter or enclose livestock, poultry, feed, flowers, field equipment or similar uses.

Farmers Market: An outdoor market open to the public and operated by a governmental agency, a nonprofit corporation, or one or more Agricultural Producers; where the products offered for sale are Agricultural Products, Value-added Agricultural Products, and incidental sale of other items. *(Amended 1/28/14)*

Feedlot: Any tract of land or structure, pen/corral wherein cattle, horses, sheep, goats, swine, or similar livestock are maintained in close quarters for the purpose of feeding such livestock in order to fatten them prior to final shipment to market.

Fence: Any structure used as a barrier or a boundary. *(Amended 3/26/24)*

Firearm: Any handgun, revolver, pistol, rifle, shotgun, or other instrument or device capable of or intended to discharge bullets, shot, or other projectile by means of gasses released by burning a solid propellant.

Fire Protection Facilities: Fire stations and major pieces of fire fighting apparatus, including, but not limited to pumpers, quick response vehicles, hook and ladder trucks, and similar equipment, owned and operated by county fire districts.

Firing Range: A facility used to provide, in exchange for remuneration of any kind, training in conjunction with, or for practice in, discharging firearms. *(Amended 4/28/15)*

Flag: A piece of fabric, cloth, or sturdy material usually oblong, rectangular, square, or triangular, typically attachable on one edge to a staff, pole, or cord. *(Amended 2/11/14)*

Flood, 100-year: The flood having a 1% chance of being equaled or exceeded in any given year. It is also known as a "base flood".

Floodplain: The area adjoining any river, stream, watercourse, lake or other body of standing water which is subject to inundation by a 100-year flood. Refer to the floodplain overlay district section for more information.

Floor Area, Gross: The sum of the horizontal area, measured in square feet, of all floors of a building measured from the exterior face of the wall including stairwells or elevator shafts and excluding unfinished basements or attics, garage space, or unenclosed porches.

Floor Area, Net: The sum of the horizontal floor area, measured in square feet, of all floors of a building measured from the interior face of the exterior wall excluding therefrom, stairwells, elevator shafts, covered malls, covered walkways, roof patio areas, covered entries, covered parking, covered driveways, covered loading areas, utility rooms and storage areas.

Floor Area Ratio - F.A.R.: Determined by dividing the gross floor area of all buildings on a lot by the total area of that lot.

Frontage: The length of a parcel/lot abutting a right-of-way.

Garage:

Private - A building, or portion thereof, including carports, in which only private or pleasure-type motor vehicles used by the owners or resident tenants of the land are stored or kept.

Public - A building, or portion thereof, other than a private garage, used for the parking of automobiles.

Golf Course: A recreational facility primarily used for the purpose of playing golf, including associated food service, retail sales areas, and staff offices, excluding residential and other non-golf recreational uses.

Grade: The elevation of the finished surface of the ground.

Greenhouse: A structure used for the propagation, cultivation or growing of nursery stock such as flowers, bulbs, plants, trees, shrubs or vines.

Group Home: A residence that provides non-institutional housing for persons living as a single housekeeping unit as follows: *[Per 30-28-115 CRS]*

- A group of no more than 8 persons with developmental disabilities living in a state-licensed group home or community residential home; or
- A group of not more than 8 persons with a mental illness living in a state-licensed group home; or
- A group of not more than 8 persons 60 years of age or older who do not need nursing facilities; or
- Any other type of home allowed under the provisions of the Fair Housing Act, as amended, for any type of protected class, or pursuant to any other applicable law

Group Homes that do not meet the conditions listed shall be considered Group Residential Facilities for purposes of this resolution. *(Amended 5/10/16)*

Group Residential Facility: A residence, not qualifying as a group home, that provides a community living environment for individuals requiring custodial care, medical treatment, or specialized social services. This term includes, but is not limited to: specialized group child care home, facility or center; residential child care facility; residential treatment facility; shelters for the homeless; shelters from domestic violence; residential facilities for those living together as a result of criminal offenses; and homes for individuals that are HIV positive or afflicted with the AIDS virus. *(Amended 5/10/16)*

Guest House: A dwelling attached or unattached to the principal dwelling, used to house guests of the occupants of the principal dwelling, and which shall not be rented or leased, or held in ownership by other than the owner of the principal dwelling. A Guest House is an ADU. *(Amended 6/24/25)*

Hay: Grass or other herbaceous plant that has been cut, dried, and stored for use as animal fodder, particularly for grazing livestock such as cattle, horses, goats, and sheep. *(Amended 4/28/15)*

Hay Sales: The sale of imported hay for animal fodder as a principal commercial use of the property. No other bagged or baled animal feed, imported agricultural products, or other sales are allowed, except as otherwise permitted herein. *(Amended 4/28/15)*

Hedge: A row of shrubs or small trees which, at maturity, forms a barrier that cannot be easily seen through.

Heliport: Any area used by helicopters for commercial or business purposes, including landing and take-off, passenger and cargo loading, maintenance and fueling facilities.

Home Occupation: A business use conducted on the site, which is clearly incidental and secondary to the use of the land for residential or agricultural purposes; that does not change the character of the dwelling, lot, or neighborhood; and that allows the resident to work at home. Such uses as a motor vehicle repair or body shop, bed and breakfast establishment, medical clinic, hospital, kennel, animal clinic/hospital, retail business, warehousing and distribution, or any similar use generating more than occasional or minimal vehicular or pedestrian traffic shall not be allowed as a home occupation.

Homeowners' Association: An association of homeowners within a residential area created to govern the area with powers including but not limited to: the setting and collection of expense assessments from the members of the association, the control and maintenance of common areas, and the enforcement of protective covenants.

Horse, Boarded: A horse, not owned by the landowner or lessee, kept on the landowner or lessee's property for a period of 24 hours or more.

Horse, Nonowned: A horse not solely owned by the owner or lessee of the land. A horse leased for the exclusive use of the lessee shall be considered to be an owned horse.

Horse, Owned: A horse solely owned by the owner or lessee of the land. A horse leased for the exclusive use of the lessee shall be considered to be an owned horse.

Horse Rental Stable: A facility where horses, ponies, or mules are rented to the general public for recreational purposes.

Hospital: An institution providing health services primarily for human in-patient medical or surgical care for the sick or injured and including related facilities such as laboratories, out-patient departments, training facilities, central services facilities and staff offices that are an integral part of the facilities.

Hotel: Any building arranged, designed or intended as a temporary lodging place for human beings, with or without meals, in which there are six (6) or more guest rooms or suites, and in which only minimal provision may be made for cooking in any individual room or suite.

Hunting/Fishing Club: Individuals gathered for the express purpose of participating in recreational activities directly related to hunting, fishing and similar outdoor sportsman activities that typically take place on club-owned land.

Impact Area: The area within which a proposed development is presumed to create a demand for public facilities and services and which area, therefore, will be evaluated to determine whether the capacity of public facilities and services is adequate to accommodate the demand. The impact areas for specific public facilities and services are as follows:

- (1) Fire Protection: the boundaries of the district providing fire protection service to the proposed residential development.
- (2) Public Schools: High School Feeder Areas as designated by the Douglas County School District.
- (3) Streets: the area as defined in the Douglas County Roadway Design and Construction Standards. *(Amended 11/18/14)*

In-Home Elder Care: Providing 24-hr. in-home care for six (6) or fewer elderly persons (*60+ years old*), not related to the members of the household, who are ambulatory and are not mentally ill or developmentally disabled, who because of impaired capacity for independent living elect protective oversight, but do not require regular 24-hour medical or nursing care. The care provider shall reside at and maintain their primary place of residency in this home, be licensed by the State, and may have 1-2 nonresident helpers. The limitation contained in §30-28-115(2)(f), C.R.S., requiring that a group home for the aged not be located within 750' of another such group home, shall not apply to in-home elder care facilities.

Industrial Park: A tract of land with two or more separate industrial buildings or related uses planned, designed, constructed, or managed on an integrated and coordinated basis with special attention to on-site traffic patterns, parking, utilities, building design and orientation, and open space.

Invasive Plant Species: Plants that are not native to the state and are introduced into the state accidentally or intentionally, have no natural competitors or predators in the state because the state is outside of their competitors' or predators' range, and have harmful effects on the state's environment or economy or both; and includes noxious weeds.

Junk Yard: A building, structure or parcel of land, or portion thereof, used for the collecting, storage or sale of waste paper, rags, scrap metal or discarded material; or, for the collecting, dismantling, storage, salvaging, or demolition of vehicles, machinery or other materials.

Kennel: Any site used to keep more household pets than permitted in Section 24 Animals or used for breeding, boarding, training with boarding or selling of household pets. This definition shall not include a veterinary clinic or hospital or pet shop. *(Amended 5/27/14)*

Landfill: A site used for the disposal of junk, garbage or other waste material including biodegradables imported from off-site. The burying of biodegradable material that originated on-site shall not be considered a landfill provided all applicable requirements are met and necessary permits obtained.

Landing Field - Private: An area of land or water designed for the landing or take-off of aircraft for the benefit of the landowner/lessee and not to be used for commercial purposes.

Landscape: Improvement to an area of land by the planting of a combination of trees, shrubs and ground covers.

Legal Description: A written metes and bounds description of the boundary of a parcel of real property by a Professional Land Surveyor (PLS), for the purpose of perpetuating location and title. The description must recite all ties and monuments, recorded or physical, which will determine the correct position of the boundary, all references to adjoining lands by name and record, and a full dimensional recital of the boundary courses in succession which shall be mathematically correct. The description must be accompanied by an exhibit or map showing all pertinent information as described in the narrative.

Level of Service (LOS): An indicator of the extent or degree of service provided by, or proposed to be provided by, a public facility based upon and related to the operational characteristics of the public facility; or the capacity per unit of demand for each public facility.

Level of Service (LOS), Adopted Roadway: Level of Service C for Nonurban areas and D for Urban areas. *(Amended 11/18/14)*

Level of Service (LOS), Roadway: A performance measure of quality of service measured on an A-F scale, with a LOS A representing the best operating conditions from the traveler's perspective and a LOS F representing the worst. *(Amended 11/18/14)*

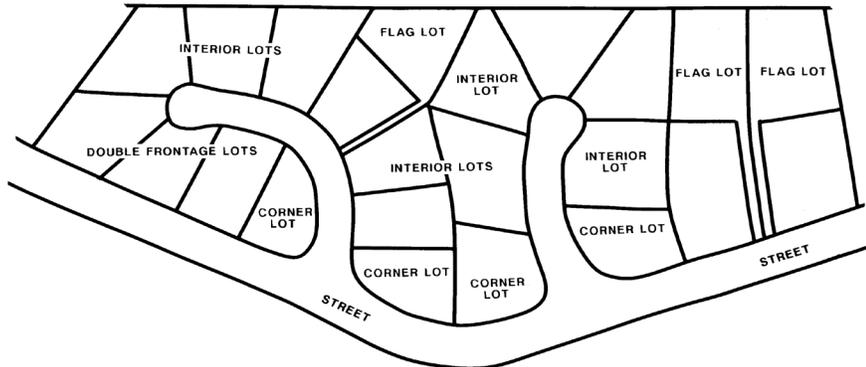
Lot: A parcel of land designated as a lot on a recorded plat or a parcel of land that has been recorded by a deed in the Office of the Douglas County Clerk and Recorder provided such lot was created in compliance with the State land-use laws and Douglas County subdivision and zoning regulations in effect at the time the lot/parcel was created. Also, lot of record. *(A tax parcel is not necessarily a lot of record)*

Corner - A lot abutting two or more adjacent streets which have an angle of intersection of not more than 135 degrees.

Double Frontage - A lot abutting two nonintersecting streets as distinguished from a corner lot.

Flag - A lot having access or an easement to a public or private street by a narrow, private right-of-way

Interior - A lot other than a corner lot.



Lot, Area of: The area of a lot exclusive of streets, County-dedicated land or open space.

Lot, Buildable: A lot of record that complies with all the requirements of the zoning district within which it is located, or a nonconforming lot provided such lot was created in compliance with the State land-use laws and the Douglas County subdivision and zoning regulations in effect at the time the lot was created. *(A tax parcel may or may not be a buildable lot.)*

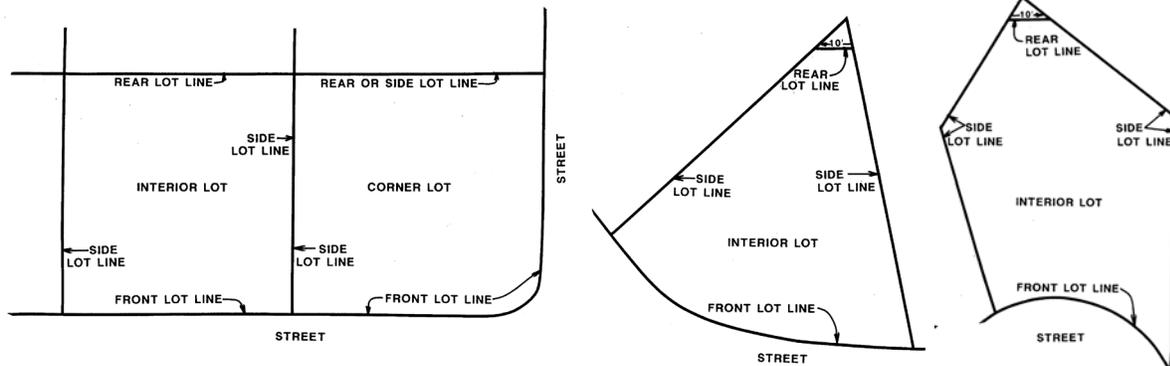
Lot, Nonconforming: A lot that has less than the required minimum area or width as established by the zone in which it is located.

Lot Line: Any boundary of a lot. The classifications of lot lines are:

Front: The lot line separating the lot from a street. On a corner lot or double frontage lot each lot line separating the lot from a street is considered a front lot line. Where a lot is not abutting a street, other than by its driveway, that lot line which faces the principal entrance of the main building is the front lot line.

Rear: The lot line opposite and most distant from the front lot line; however, for corner lots the rear lot line may be any lot line not abutting a street. For triangular, pie-shaped, or irregularly-shaped lots the rear lot line shall be deemed to be a line within the lot having a length of 10 feet, parallel to and most distant from the front lot line for the purpose of determining required setbacks.

Side: Any property boundary line which is neither a front lot line nor rear lot line.



Major Reservoir(s): Any body of water within the State of Colorado having a surface area at high water line in excess of 100 acres excepting livestock water tanks as defined in Article 49 of Title 35, C.R.S. 1973.

Manufactured Housing: A factory-built, single-family structure that is manufactured and certified under the authority of 42 U.S.C. Section 5401, the National Manufactured Home Construction and Safety Standards Act, in compliance with Section 30-28-115 of the Colorado Revised Statutes. Manufactured housing is different than a mobile home.

Message: A complete, static display message on an Electronic Message Sign. (Amended 2/11/14)

Message Hold Time: The time interval a static message shall remain on the display before transitioning to another message on an Electronic Message Sign. (Amended 2/11/14)

Metes and Bounds: A method of describing or locating real property; metes are measures of length and bounds are boundaries; this description starts with a well-marked point of beginning and follows the boundaries of the land until it returns once more to the point of beginning.

Microwave Dish: A device for receiving or transmitting radio frequency/electromagnetic waves.

Mineral: An inanimate constituent of the earth, in either solid, liquid or gaseous state that, when extracted from the earth, is usable in its natural form or is capable of conversion into usable form as a metal, a metallic compound, a chemical, an energy source, a raw material for manufacturing or construction material.

Mineral Resource Area: An area in which minerals are located in sufficient concentration in veins, deposits, bodies, beds, seams, fields, pools or otherwise, as to be capable of economic recovery. The term includes but is not limited to any area in which there has been significant mining activity in the past, there is significant mining activity in the present, mining development is planned or in progress, or mineral rights are held by mineral patent or valid mining claim with the intention of mining.

Mining: The withdrawal or refinement of materials including but not limited to: minerals (either solid, liquid, or gas which are usable in their natural form or converted to a usable form when extracted from the earth), sand, gravel, quarry aggregate, oil, natural gas, coal, dimension or landscape stone, peat and metals. Mining does not include surface or groundwater found in Douglas County.

Mobile Home: A portable structure used or designed to be used for living or sleeping purposes, transportable on its own wheels and requiring only minor work after arrival on its site to become suitable for occupancy. A mobile home is allowed as a dwelling only in the MH zone district or as specified in the A-1 and LRR zone districts. A mobile home shall also mean any factory built home pre-dating the Housing and Urban Development Department's manufactured housing regulations adopted in 1976. (*Refer to Manufactured Housing and Modular Home*) (Amended 4/28/15)

Mobile Home, Converted: A mobile home that has been placed on a permanent foundation and taxed as real estate. Converted mobile homes shall be permitted only in MH zone district, or as a specified within the A-1 and LRR zone districts. A mobile home shall also mean any factory built home pre-dating the 1976 Housing and Urban Development Department's manufactured housing regulations adopted in 1976. (Amended 4/28/15)

Mobile Home Park: A parcel of land under single or unified ownership or control within which spaces are rented for occupancy by mobile homes.

Mobile Home Subdivision: An area of land subdivided for occupancy by mobile homes exclusively, and containing lots in divided or separate ownership.

Modular Home: A prefabricated living unit, designed to become a permanent building, which meets the building standards of the Douglas County Building Code.

Motel: A building or group of detached or connected buildings designed or used primarily for providing sleeping accommodations for automobile travelers and having a parking area adjacent to each unit.

Motorcycle: A self-propelled vehicle with not more than three (3) wheels in contact with the ground that is designed primarily for use on the public highways. [§25-12-102(5.2), C.R.S.]

Motorsports: The operation of Motorsport Vehicles for practice, education, recreation, or competition, excluding agricultural or property maintenance uses or the occasional, incidental operation of Motorsports Vehicles on private property that does not result in the establishment of a track. (Amended 8/9/16)

Motorsports Facility: A track for Motorsports (Amended 4/26/16)

Motorsports Facility, Private: A Motorsports Facility for personal use that requires the movement of a cumulative total of 50 cubic yards or more of dirt or other material for such use, when a principal residence has been established on the property. (Amended 4/26/16)

Motorsports Vehicle: A self-propelled vehicle including Motor Vehicles, Motorcycles, Off-Highway Vehicles, and Snowmobiles used primarily off road. *(Amended 4/26/16)*

Motor Vehicle: A self-propelled vehicle with at least four (4) wheels in contact with the ground that is designed primarily for use on the public highways. *[§25-12-102(5.4), C.R.S.]*

Nonconforming Building: A building that does not meet the bulk requirements of the zoning district in which it is located, but which complied with applicable regulations at the time the building was constructed.

Nonconforming Use: A use of land that does not comply with the use regulations for its zoning district but which complied with applicable regulations at the time the use was established.

Nonurban Areas: Nonurban Areas as designated on the Douglas County Master Plan Land Use Map and as defined in the Douglas County Master Plan.

Nursing Home: A 24-hour residential care facility, licensed by the state, providing some level of skilled nursing or medical service.

Off-Highway Vehicle: A self-propelled vehicle with wheels or tracks in contact with the ground that is designed primarily for use off the public highways, excluding military vehicles, golf carts, snowmobiles, vehicles designed and used to carry persons with disabilities, and vehicles designed and used specifically for agricultural, logging, firefighting, or mining purposes. *[§25-12-102(5.6), C.R.S.]*

Office, Professional: A place of business for predominantly administrative, professional, or clerical operations, i.e., accountant; architect; attorney; bookkeeper; broker; doctor; dentist, chiropractor; psychologist; drafter; bank; savings and loan; insurance company; credit union; credit-reporting agency; developer; contractor; engineer; surveyor; planner; insurance agency; interior design; landscape architect; pharmacy; notary; stenographer; clerical services.

Open Space: Public or private land and aquatic areas that are regulated or managed to protect the natural environment and significant cultural resources; provide recreation and agricultural opportunities; shape the pattern of urban development, or any combination thereof, including yards and common areas and including a limited number of buildings and accessory uses compatible with intended use. Open space shall be deemed not to include driveways, parking lots, or other surfaces designed or intended for vehicular travel.

Parcel: All contiguous land held under one deed irrespective of the method of legal description used.

Park: A tract of land identified for public use by zoning or subdivision action, or designated by an authorized public entity, for recreational, educational, or cultural purposes.

Parking, Lot: An area other than a street or alley that is permanently reserved and maintained for the parking of motor vehicles on a temporary basis - daily or overnight.

Parking, Off-Street: See Parking Lot. *(Amended 2/11/14)*

Person Aggrieved: An applicant, an abutting property owner, or a person with an interest in real estate located within 1,000 feet of the subject property where such person can show his/her property interest has been damaged by a final administrative decision and such damage is different in kind, not merely in degree, from that experienced by the public generally. *(Amended 8/12/14)*

Personal Communication Service (PCS): A type of wireless communication technology capable of transmitting voice, data and paging that utilizes small geographic areas on a tight grid of interconnected sites.

Personal Use: Exclusively for use in relation to Motorsports, a use for which no remuneration, either direct or indirect, of any kind is provided. *(Amended 4/26/16)*

Personal Wireless Communication Facility: Any unstaffed facility for the transmission and/or reception of voice, data and paging signals consisting of one or more of the following elements: antennas, support towers, or accessory equipment buildings or structures.

Personal Wireless Communication Services: The term used to collectively describe low-powered, unmanned facilities providing wireless telecommunication services including, but not limited to, paging, enhanced specialized mobile radio (ESMR), personal communication service (PCS), commercial mobile radio service (CMRS), cellular telephone and similar technologies, to a small geographic area within a network of interconnected sites. The power density at the property line or lease area shall not exceed the radio frequency emission standards set by the FCC.

Planned Development: A zoning district for an area of land controlled by one or more landowners, which is developed under a single development guide for mixed use.

Planning Area: An area of land within a Planned Development defined by acreage, use, density, etc., and whose boundaries are defined by the alignment of arterials or collectors or as otherwise depicted on the Development Guide.

Planning Commission: The Douglas County Planning Commission.

Planning Office: The Douglas County Planning Office.

Plant Nursery: An area of land used to raise trees, shrubs, vines or other plants, for transplanting or sale.

Plat: A map and supporting materials of certain described land prepared in accordance with the Douglas County Subdivision Resolution as an instrument for recording of real estate interests with the County Clerk and Recorder.

Primary Urban Area (PUA): The Primary Urban Area as designated on the Douglas County Comprehensive Master Plan Land Use Map and as defined in the Douglas County Comprehensive Master Plan. *(Amended 11/18/14)*

Principal Building: A building in which the primary use of the lot/parcel on which the building is located is conducted.

Principal Use: The main use of land or structures, as distinguished from an accessory use.

Public Facilities: Infrastructure and associated improvements including water facilities, wastewater facilities, fire protection facilities, public schools, regional parks and streets. *(Amended 11/18/14)*

Public Schools: Elementary schools, middle schools, or high schools and charter schools, capital equipment provided therein and the land needed for public schools, which are owned and operated by the Douglas County School District.

Recreation Facility, Indoor: An establishment providing recreational activities, completely enclosed by a structure, such as bowling alley, gymnasium, roller skating or ice skating, billiards, pool, theater, swimming pool or related amusements. This does not include adult entertainment establishments.

Recreation Facility, Outdoor: An area used primarily for outdoor recreational activity, i.e., swimming pool, tennis court, basketball court, soccer field, baseball diamond, park, playground or other similar uses not specifically addressed, and may include structures for restrooms, locker rooms, maintenance equipment storage.

Recreation Facility, Community: An indoor/outdoor area or other facility used for social or recreational purposes, generally open to the public, including active play fields, swimming pools, tennis or basketball courts, play apparatus, or picnic areas and generally serves residents within a 5 to 7 mile radius.

Recreation Facility, Neighborhood: An indoor/outdoor area or other facility used for social or recreational purposes, generally open to the public, including active play fields, swimming pools, tennis or basketball courts, play apparatus, or picnic areas and generally serves residents within a 2 mile radius.

Recreation Facility, Private: An indoor/outdoor area or other facility used for social or recreational purposes, owned and operated by a Homeowners' Association or similar entity, for the exclusive use of the residents and their invitees within a residential development. These facilities may include but are not limited to: meeting rooms, game rooms, kitchen/bar, lounge areas, restrooms, and indoor/outdoor recreation facilities.

These facilities may also include ancillary offices for the Homeowners' Association or similar entity. Structures and site amenities should be of similar design, scale, and materials as the residential development it serves.

Recreational Vehicle: A motor home, travel or camping trailer, van or truck camper, with or without self-motive power, boat, jet ski, motorcycle or all-terrain vehicle.

Recreational Vehicle Storage Yard: An area of land and associated structures arranged, designed or intended to accommodate the temporary parking or storage of unoccupied recreational vehicles.

Redevelopment Project: Solely as applicable to functional and non-functional turf, Aa project that results in disturbance of more than fifty percent of the aggregate landscape area.

Referral Agency, Advisory: A public or private organization which is interested in providing advisory comments to Douglas County on a land use proposal or proposed legislative action.

Referral Agency, Regulatory: An entity which is responsible for providing referral comments to Douglas County on a land use proposal or proposed legislative action, and which: (1) provides facilities and/or services for the proposed land use; and/or (2) provides regulatory control over some aspect of the subject property or proposed land use; and/or (3) is a referral agency under state or federal law.

Regional Parks: Park land and related facilities thereon which support both passive and active recreational activities for all Douglas County residents, which is owned by Douglas County, or which may be owned by another local governmental entity within unincorporated Douglas County which is at least 50 acres in size.

Registered Sex Offender: Any person who is required to register their place of residence with the Sheriff's Department or other local law enforcement agency in accordance with §18-3-412.5 C.R.S., as amended.

Religious Retreat: A building or site designed and designated for religious teaching, reflection, or contemplative activities, maintained and controlled by a religious organization to sustain worship or other religious practice, and may include overnight guest accommodations. This use is distinct from that of a church, which is separately defined herein. *(Amended 4/28/15)*

Residence, Caretaker: A dwelling or mobile home designed or intended for occupancy by a person(s) owning, employed in or dealing with, and responsible for the security and maintenance of the land on which it is situated. A caretaker's residence shall meet the principal use setbacks.

Residential Rezoning: A rezoning from a zoning district that does not permit residential uses to a zoning district that permits residential uses, unless within a planned development maintaining the dwelling unit cap, or a rezoning from a zoning district that permits residential uses to a zoning district that permits an increased number of dwelling units.

Retail/Service Business: A commercial use characterized by the selling of tangible goods/merchandise or services/intangibles directly to the consumer.

Retirement Home: One or more buildings containing dwellings where the occupancy is restricted to persons at least 55 years of age, or couples where either spouse is at least 55 years old. This may contain special support services, *i.e., convalescent or nursing facilities, and central dining facilities.*

Rezoning: A revision to the County Zone District Map.

Right-of-way: Land acquired by reservation, dedication, prescription or condemnation and intended to be occupied by a road, trail, water line, sanitary sewer or other public use.

Runway (Landing Strip): An area of land used for aircraft landing or take-off.

Satellite Dish: (see Antenna)

Satellite Earth Station: A telecommunication facility consisting of multiple satellite dishes for transmitting and receiving signals from orbiting satellites.

Screen: A barrier that cannot be easily seen through. To obscure the view of something so that it cannot be easily seen. *(Amended 3/26/24)*

Separated Urban Area (SUA): Separated Urban Areas as designated on the Douglas County Master Plan Land Use Map and as defined in the Douglas County Master Plan. *(Amended 11/18/14)*

Setback: The required minimum horizontal distance between the location of structures or uses and the related front, side, or rear lot line measured perpendicular to such lot line.

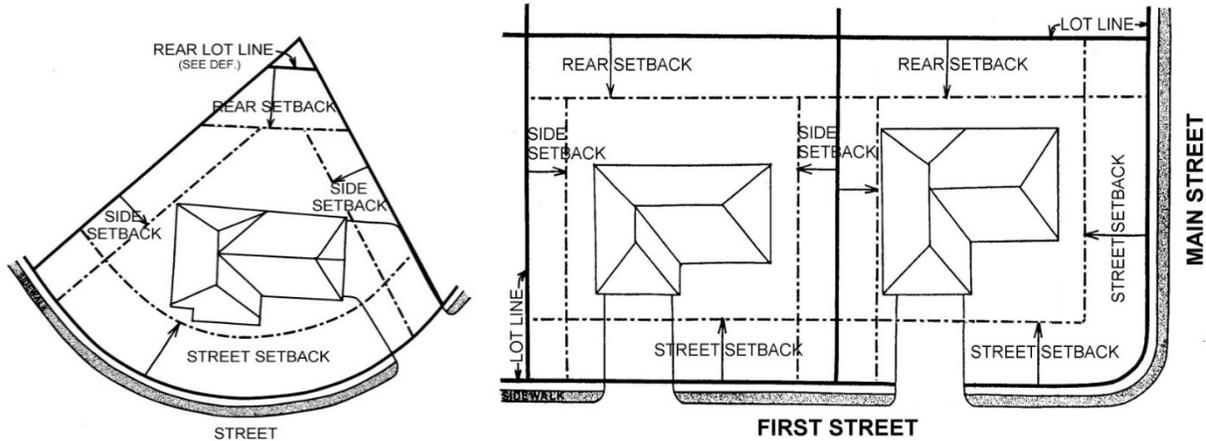
Front - a setback extending across the full width of the lot measured perpendicular to the front lot line.

Rear - a setback extending across the full width of the lot measured perpendicular to the rear lot line.

Side - a setback extending from the front lot line to the rear setback measured perpendicular to the side lot line.

Street - a setback extending across the full width of the lot measured perpendicular to the front lot line.

(see following setback diagrams)



Sexually Oriented Business: An adult arcade, adult bookstore, adult novelty shop, adult video store, adult cabaret, adult motel, adult motion picture theater, adult theater, sexual encounter establishment, or nude model studio. The definition of sexually oriented businesses shall not include an establishment where a medical practitioner, psychologist, psychiatrist, or similar professional person licensed by the state engages in medically approved and recognized sexual therapy.

"Specified Anatomical Areas" include any of the following:

- (1) Less than completely and opaquely covered human genitals, pubic region, buttocks, anus, or female breasts below a point immediately above the top of the areola; or
- (2) Human male genitals in a discernibly turgid state, even if completely and opaquely covered.

"Specified Sexual Activities" includes any of the following:

- (1) The fondling or other intentional touching of human genitals, pubic region, buttocks, anus, or female breasts
- (2) Sex acts, normal or perverted, actual or simulated, including, but not limited to, intercourse, oral copulation, sodomy, sadomasochism or bestiality;
- (3) Masturbation, actual or simulated; or
- (4) Human genitals in a state of sexual stimulation, arousal or tumescence;
- (5) Excretory functions as part of or in connection with any of the activities set forth in subsections (a) thru (d) of this subsection.

Adult Arcade: An establishment where, for any form of consideration, one or more still or motion picture projectors, slide projectors, or similar machines or other image producing machines, for viewing by five or fewer persons each, are used to show films, motion pictures, video cassettes, slides or other photographic reproductions which are characterized by the depiction or description of "specified sexual activities" or "specified anatomical areas".

Adult Bookstore, Adult Novelty Store or Adult Video Store:

- (1) A commercial establishment which:
 - (a) devotes a significant or substantial portion of its stock-in-trade or interior floor space to;
 - (b) receives a significant or substantial portion of its revenues from; or
 - (c) devotes a significant or substantial portion of its advertising expenditures to the promotion of the sale, rental or viewing (for any form of consideration) of books, magazines, periodicals or other printed matter, or photographs, films, motion pictures, video cassettes, slides or other visual representations which are characterized by the depiction or description of "specified sexual activities" or "specified anatomical areas";
- (2) An establishment may have other principal business purposes that do not involve the offering for sale, rental or viewing of materials depicting or describing "specified sexual activities" or "specified anatomical areas", and still be categorized as an adult bookstore, adult novelty store, or adult video store. Such other business purposes will not serve to exempt such establishment from being categorized as an adult bookstore, adult novelty store or adult video store so long as the provisions of sub-section (1) are otherwise met.

Adult Cabaret: A nightclub, bar, restaurant or other commercial establishment, which regularly features:

- (1) persons who appear nude or in a state of nudity; or
- (2) live performances, which are characterized by the exposure of "specified anatomical areas" or by "specified sexual activities."

Adult Motel: A motel, hotel or similar commercial establishment which:

- (1) offers public accommodations, for any form of consideration, and provides patrons with closed-circuit television transmissions, films, motion pictures, video cassettes, slides or other photographic reproductions which are characterized by the depiction or description of "specified sexual activities" or "specified anatomical areas" and which advertises the availability of this sexually oriented type of material by means of a sign visible from the public right-of-way, or by magazines, pamphlets or leaflets, radio or television, or
- (2) offers a sleeping room for rent for a period of time less than 10 hours, or
- (3) allows a tenant or occupant to sub-rent a sleeping room for a time period of less than 10 hours.

Adult Motion Picture Theater: A theater, concert hall, auditorium or similar commercial establishment which, for any form of consideration, regularly features persons who appear in a state of nudity or live performances which are characterized by exposure of "specified anatomical areas" or by "specified sexual activities."

Nudity or State of Nudity: (1) the appearance of the human bare buttock, anus, male genitals, female genitals, or the areola or nipple of the female breast; or (2) a state of dress which fails to opaquely and fully cover a human buttock, anus, male or female genitals, pubic region or areola or nipple of the female breast.

Nude Model Studio: Any place where a person, who appears in a state of nudity or displays "specified anatomical areas" is provided for money or any form of consideration to be observed, sketched, drawn, painted, sculpted, photographed, or similarly depicted by other means. The definition of "nude model studio" does not apply to:

- (1) a college, junior college or university supported entirely or partly by taxation;
- (2) a private college or university which maintains and operates educational programs in which credits are transferable to a college, junior college or university supported entirely or partly by taxation; or
- (3) a business located in a structure which has no sign visible from the exterior of the structure and no other advertising that indicates a nude person is available for viewing; and where, in order to participate in a class a student must enroll at least 3 days in advance of the class; and where no more than one nude model is on the premises at any one time.

Sexual Encounter establishment: A business or commercial establishment, that as one of its primary business purposes offers, for any form of consideration, a place where two or more persons may congregate, associate or consort for the purpose of "specified sexual activities" or the exposure of "specified anatomical areas" or activities when one or more of the persons is in a state of nudity. An adult motel will not be classified as a sexual encounter establishment by virtue of the fact that it offers private rooms to rent.

Shopping Center: A grouping of retail business or service uses on a single site with common parking facilities and open space.

Sign: Any display or object regardless of form or material used to identify or display information about or direct or attract attention to a person, institution, organization, business, product, event, location, idea, or otherwise by any means. *(Amended 2/11/14)*

Sign, Billboard: Any sign, whether standalone or attached to another thing or structure, of more than one square foot, which is displayed in a manner to attract, at least in part, the attention of pedestrian, bicycle, and/or motor vehicle traffic to something which does not pertain to the premises upon which the sign is located. *(Amended 11/19/19)*

Sign, Canopy: Any sign painted, permanently attached to, or constructed underneath a canopy. *(Amended 2/11/14)*

Sign, Directory: Any sign identifying the locations of businesses on the property. *(Amended 11/19/19)*

Sign, Electronic Message: Any sign with a fixed or changing message composed of a series of lights that may be changed through electronic means. *(Amended 2/11/14)*

Sign, Freestanding: Any sign which is permanently affixed in or upon the ground, supported by one (1) or more structural members and not attached to or dependent for support from any building. *(Amended 2/11/14)*

Sign, Temporary: Any sign generally intended and designed for installation in a simple and non-permanent manner and constructed of cloth, canvas, fabric, metal, plywood, or other material and displayed for a purpose of a non-recurring nature. *(Amended 11/19/19)*

Sign, Vehicle: Any sign permanently or temporarily attached to or placed on an operable vehicle actively used for conducting a business operation or service. *(Amended 2/11/14)*

Sign, Wall: Any sign attached to or painted on the wall or surface of a building or structure in such a manner that the wall is the supporting structure for or forms the background surface of the sign. *(Amended 2/11/14)*

Sign, Way-finding: Any sign that directs vehicular or pedestrian traffic onto the property or towards parking or other identified locations on the site in a manner that improves site safety. *(Amended 11/19/19)*

Sign, Window: Any sign posted, painted, placed, or affixed in or on a window exposed to public view. An interior sign that faces a window exposed to public view and located within 3 feet of the window is considered a window sign, but excludes merchandise in a window display. *(Amended 2/11/14)*

Sign Height: The vertical distance from the lowest adjacent grade to the highest point of the sign or sign structure. *(Amended 11/19/19)*

Site Improvement Plan: The plans and supplemental materials, including a grading and drainage plan, a landscape plan and other detailed information, drawn and submitted in accordance with this Resolution.

Snowmobile: A self-propelled vehicle primarily designed or altered for travel on snow or ice when supported in part by skis, belts, or cleats and designed primarily for use off the public highways, excluding machinery used strictly for the grooming of snowmobile trails or ski slopes. *[§25-12-102(9), C.R.S.]*

Staff: Douglas County employees with a role in reviewing or administering the provisions contained herein.

Stealth or Faux Design: A personal wireless communication facility or element thereof, that is disguised, camouflaged, hidden or incorporated into an existing or proposed structure or placed within an existing or proposed structure so as to minimize or eliminate its visibility from off site.

Street: Land intended primarily for vehicular traffic and providing the principal means of access to property, including a roadway, road, lane, drive, avenue, highway, boulevard, or any other thoroughfare other than a driveway.

Regional/Major Arterial - A street or highway significant to the region serving the major centers of activity which carries the major portion of the trips entering and leaving an urban area, as well as, the majority of through movements desiring to bypass towns or neighborhoods.

Minor Arterial - A street, that interconnects with and augments the regional arterial system, which distributes travel to geographic areas smaller than those identified with the regional/major arterial system and provides intracommunity continuity, but ideally should not penetrate identifiable neighborhoods.

Collector - A street which distributes trips from the arterial to the ultimate destination. The collector system provides both land access service and local traffic movement within residential neighborhoods, commercial areas and industrial areas.

Local - A street which provides direct access to abutting land and access to the arterial and collector road network. Service to through traffic movement usually is deliberately discouraged.

NOTE: For identification of these types of roads within the County refer to the Douglas County Transportation Master Plan. (*Amended 11/18/14*)

Street, Private: A privately owned access way generally constructed to County specifications and not maintained by the County.

Street, Public: All public property reserved or dedicated for vehicular traffic constructed in compliance with the Douglas County Roadway Design and Construction Standards and the Douglas County Storm Drainage Design and Technical Criteria manual.

Structure: Anything constructed or erected in, under, over or upon the land, or attached to something in, under, over, or upon the land, but excluding therefrom walks, patios, off-street parking areas, fences and walls, and electrical distribution, natural gas or water and sewer lines.

Permanent - That which is built in such a manner, that it would reasonably be expected to last and remain useful for more than 5 years.

Temporary - A structure that is not a permanent structure, or one that is constructed for a special purpose in contemplation of removal upon accomplishment of such. Temporary shall mean a period of 6 months.

Subject Land: Real property which is the subject of the regulations set forth in this Resolution.

Support Tower: A vertical, ground-mounted structure designed and engineered for the purpose of supporting antennas for the transmission and/or reception of radio signals.

Lattice Tower: A self-supporting tower with multiple legs and cross bracing designed to support antennas.

Monopole: A self-supporting tower consisting of a single support of wood, metal or concrete designed to support antennas.

Guyed Tower: A tower designed to support antennas and requiring guy wires for stability.

Swimming Pool: Any structure intended for swimming or recreational bathing capable of containing water greater than 24 inches in depth. This includes in-ground, above-ground, and on-ground swimming pools, hot tubs, and spas. Any fencing required in association with such structure shall be permanently affixed to the ground. *(Amended 12/18/12)*

Telecommunications Facility: A facility and all elements thereof, including but not limited to support towers, antennas, and accessory equipment buildings, that together facilitate communication by the electronic transmission of telephone, radio, television, internet, wireless, or microwave impulses of an FCC licensed carrier, but excluding those used exclusively for private radio and television reception, private citizen's band, amateur radio communications.

Personal wireless communication facilities that exceed the height requirements provided for by this Zoning Resolution shall be considered telecommunication facilities and therefore subject to all applicable provisions.

Temporary Emergency Shelter: A facility used on a temporary basis for the purpose of housing individuals or families affected by disasters or emergency situations.

Townhome: An individual dwelling unit situated on 1 lot but attached to 1 or more similar dwelling units by a common wall or party wall. Where such a unit is attached to another, the property line shall be the center of the common wall or party wall. The owner of a townhome unit may have an undivided interest in common areas and elements appurtenant to such units.

Training: To coach or instruct an individual in a specific general area of equine expertise, or to physically condition a horse to be ridden, handled, or to perform upon command.

Turf: Continuous plant coverage consisting of non-native grasses or grasses that have not been hybridized for arid conditions and which, when regularly mowed, form a dense growth of leaf blades and roots.

Turf, Artificial: An installation of synthetic materials designed to resemble natural grass.

Turf, Functional: Turf that is located in a recreational use area or other space that is regularly used for civic, community, or recreational purposes, which may include a playground, a sports field, a picnic ground, an amphitheater, a portion of a park, and the playing area of a golf course, such as a driving range, chipping and putting green, tee box, green, fairway, and rough.

Turf, Functional Artificial: Located in a recreational use area or other space that is regularly used for civic, community, or recreational purposes, which may include a playground, a sports field, a picnic ground, an amphitheater, a portion of a park, and the playing area of a golf course, such as a driving range, chipping and putting green, tee box, green, fairway, and rough. Or artificial turf that is a component of a product designed and approved by a professional engineer for civil infrastructure projects, including but not limited to: covers for solid waste facilities and brownfield sites; and revetments for slopes, channels, levees, and dams.

Turf, Nonfunctional: Turf that is not functional turf including but not limited to turf located in a street right-of-way, parking lot, median, or transportation corridor. This does not include turf that is designated to be part of a water quality treatment solution required for compliance with federal, state, or local agency water quality permitting requirements that is not irrigated and does not have herbicides applied.

Turf, Nonfunctional Artificial: Artificial turf that is not functional artificial turf.

Urban: Urban areas as defined in the Douglas County Comprehensive Master Plan.

Utility - Major Facility:

- Pipelines and storage areas of utilities providing natural gas or petroleum derivatives;
- Appurtenance: A use or structure which is incidental and subordinate to, and devoted to the Utility-Major Facility;
- Power Plant: Any electrical energy generating facility with an energy generation capacity of 50 megawatts or more, and Appurtenance(s);
- Substation: Any facility designed to provide switching, voltage, transformation, or voltage control required for the transmission of electricity exceeding 115 kilovolts (kV);
- Transmission Lines: Any electric transmission line and Appurtenance(s) which emanate from a power plant or a substation and terminate at a substation and which are designed for or capable of, the transmission of electricity exceeding 115 kV;
- Wastewater Treatment Facility: A facility or system for treating, neutralizing, stabilizing, or disposing of domestic wastewater, which facility or system has a designed capacity to receive more than two thousand (2,000) gallons per day of domestic wastewater. The term Wastewater Treatment Facility also includes Appurtenance(s) to such system or facility, such as outfall sewers and equipment related to such Appurtenances;

- **Water Storage/Treatment Facility:** A facility used for water storage with a designed capacity of 300,000 gallons or more and/or treatment, except wellhead disinfection, of 10,000 gallons per day or more; and/or a Major Reservoir; and/or facilities and/or structures for the export of water outside the County; including, but not limited to, water diversion structures, headgates, forebays; and all associated Appurtenances. Water storage tanks must be buried, unless this requirement is waived by the Director due to geological/topographical conditions that would prevent burial.

Utility Service Facility: Any Neighborhood Substation, Personal Wireless Communication Facility, Water Storage/Treatment Facility:

- **Neighborhood Substation:** Any facility used for the purpose of reducing voltages to levels of 115 kV, or less, for distribution to individual users;
- **Personal Wireless Communication Facility:** Any unstaffed facility for the transmission and/or reception of voice, data and paging signals consisting of one or more of the following elements: antennas, support towers, or accessory equipment buildings or structures;
- **Water Storage/Treatment Facility:** A facility used for water storage with a designed capacity of less than 300,000 gallons and/or treatment of less than 10,000 gallons per day. Water storage tanks must be buried, unless this requirement is waived by the Director due to geological/topographical conditions that would prevent burial.

Value-Added Agricultural Processing: The processing and/or packaging of Agricultural Products, for which the primary ingredient is raised or grown on the site. Value-added Processing may include the sales of Value-Added Agricultural Products produced on the site. Value-added Agricultural Processing does not include processing Agricultural Products into fuels, lubricants, paints, varnishes, or the like. *(Amended 1/28/14)*

Value-Added Agricultural Product: A product processed by an Agricultural Producer from an Agricultural Product, such as baked goods, jams, jellies, and leather or woolen goods. *(Amended 1/28/14)*

Variance: A grant of relief from certain provisions of this Resolution, as provided in and limited by the Variance section of this Resolution.

Veterinary Clinic or Hospital: A structure where animals are brought for medical or surgical treatment and may be held during the time of treatment and recuperation. Overnight, indoor boarding may be permitted as an accessory use only. Outdoor holding facilities are prohibited in connection with the accessory use.

Veterinary Clinic or Hospital, Equine and Livestock: A facility which provides preventative and medical or surgical treatment to horses and livestock. Animals may be held during the time of treatment and recuperation including overnight stays. Outdoor holding facilities

are allowed in connection with the clinic or hospital. An Equine and Livestock Veterinary Clinic or Hospital shall not have more than 12 stalls or bays. *(Amended 2/21/23)*

Warehouse: A building, or portion thereof, for storing goods, wares and merchandise for the owner or for others.

Wastewater Facilities: Structures or systems designed for the collection, transmission, treatment or disposal of sewage and includes trunk mains, interceptors, and treatment plants, including package treatment plant and disposal system and on-site septic systems.

Water Facilities: Systems or structures designed to collect, treat, or distribute potable water, and includes water wells, treatment plants, and storage facilities.

Water and Sewer Facilities - Public: Facilities of a municipality, public utility, nonprofit corporation, sanitation or water or other special district, that are constructed, operated or maintained to provide water or sewer service.

Watercourse: A channel, natural depression, slough, artificial channel, gulch, arroyo, stream, creek, pond, reservoir or lake in which storm runoff and flood water flows either regularly or intermittently, including major drainageways for carrying urban storm runoff.

Wholesale Business: A business use characterized by the selling of tangible goods/merchandise or intangibles/services directly to the retailer or contractor or the assembly or manufacturing of products.

Wind Energy Conversion System: Any mechanism including blades, rotors or other moving surfaces designed for the purpose of converting wind energy into mechanical or electrical power. Towers, tower bases, guy wires and any other structures necessary for the installation of small wind energy conversion systems are also included. A large-scale system designed for the generation of commercial power shall be considered a major utility facility for purposes of this Resolution.

Yard: In this Resolution the term yard is not used, as such term represents a distance that is established in a like manner as that of a setback.

Zero Lot Line: The location of a structure on a lot in such a manner that one or more of the structure's sides rest directly on a lot line with no easement or setback requirement including two adjoining structures on separate lots sharing a common wall.

Agenda Item

Date:**To:** Douglas County Board of County Commissioners**Through:** Douglas J. DeBord, County Manager**From:** Terence T. Quinn, AICP, Director of Community Development *TQ***CC:** Steven E. Koster, AICP, Assistant Director of Planning Services**Subject:** **Proposed Zoning Resolution Amendments to Streamline Review of Single-Family Attached Residential Developments**

At a work session on April 21, 2025, the Board of County Commissioners directed staff to draft amendments to the Zoning Resolution to eliminate the site improvement plan review requirement for single-family attached dwellings when the necessary infrastructure and improvement agreements can be reviewed and approved through the subdivision process. Proposed amendments to Section 27, Site Improvement Plan, of the Zoning Resolution that would implement this streamlining initiative are attached. Staff is prepared to discuss the proposed amendments and, if directed to do so, commence the regulatory amendment process.

2701 Intent (Amended 04/13/10)

The Site Improvement Plan (SIP) process is required to ensure development will be consistent with the Comprehensive Master Plan, Subdivision Resolution, and Zoning Resolution, and all applicable federal, State, and local standards.

The process encourages sustainable design through water conservation, passive energy benefits through appropriate site design, and supports multimodal transportation options and the use of alternative energy sources, when appropriate.

2702 Applicability (Amended 8/12/14)

~~A SIP shall be required for any use or change in use for any multifamily dwelling; mobile home park; business, commercial, or industrial development; a library; a Utility-Major Facility; a Utility-Service Facility; or for similar uses contained within a Planned Development (PD), including single-family attached dwellings. (Amended 4/28/15)~~

- ~~2702.01 An SIP shall be required for any use or change in use for which a Site Improvement Plan, Site Development Plan, or similar site approval is required pursuant to the applicable zone district or Planned Development (PD). Such uses include, but are not limited to, multifamily dwellings; single-family attached dwellings; mobile home parks; business, commercial, or industrial development; a Major Utility Facility; a Service Utility Facility; or similar uses contained within a PD.~~
- ~~2702.02 An SIP shall not be required for development of single-family attached dwellings that are subject to a subdivision plat when the provisions of the plat and related construction documents, plans, and permits are sufficient to encompass all applicable:~~
- ~~• Parking standards.~~
 - ~~• Roadway design and construction standards.~~
 - ~~• Grading, erosion, and sediment control standards.~~
 - ~~• Stormwater management standards.~~
 - ~~• Building codes.~~
 - ~~• Fire codes.~~
- 2702.03 Proposed changes to an approved SIP shall be processed as either a Revision or Modification to an Approved SIP, as described herein.
- 2702.04 Building permits shall not be issued for any development that does not have an approved SIP or is not in conformance with the approved SIP.
- 2702.05 Uses and structures legally established prior to February 1, 1994, shall be considered compliant with the requirement for a SIP.

- 2702.06** Personal Wireless Communication Sites: SIPs specific to personal wireless communication sites shall be subject to the Personal Wireless Communication Facility Design Standards section herein. The format and required process will be detailed at the required presubmittal meeting.
- 2702.07** Meridian: Review of proposed improvements within the boundaries of the Meridian International Business Center PD shall follow the specified requirements and procedures of the Meridian International Business Center PD.
- 2702.08** Major Electrical or Natural Gas Facilities: The final action on a SIP for the location, construction, or improvement of major electrical or natural gas facilities must occur within ninety (90) days after the submittal date, unless the provider and the County reach agreement on an amended time period. ~~{(\$29-20-108, C.R.S.)}~~. Major electrical or natural gas facilities include:
- Electrical generating facilities
 - Substations used for switching, regulating, transforming, or otherwise modifying the characteristics of electricity
 - Transmission lines operated at or above a voltage of 69,000 volts
 - Structures and equipment associated with such electrical generating facilities, substations, or transmission lines
 - Structures and equipment utilized for the local distribution of natural gas service~~;~~, such as compressors, gas mains, and gas laterals

2703 Approval Standards (Amended 12/07/10)

- 2703.01 The SIP shall be consistent with the following:
- Douglas County Comprehensive Master Plan
 - Douglas County Subdivision Resolution
 - Douglas County Zoning Resolution
 - Planned Development, as applicable
 - Douglas County Roadway Design & Construction Standards Manual
 - Douglas County Storm Drainage Design & Technical Criteria Manual
 - Douglas County Grading, Erosion and Sediment Control (GESC) Manual
- 2703.02 All required easements shall be submitted for review prior to approval of the SIP.
- 2703.03 All SIPs and any revisions or modifications shall comply with this Resolution.
- 2703.04 Use and development of the site shall conform to the approved SIP.



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PROJECT NUMBER

250679-02

DRAWING TYPE

- Presentation
- Construction Drawing
- Production

CLIENT

SDMSI

PROJECT NAME

**Roxborough Village -
Trail System Design**

PROJECT LOCATION

**141 Union Blvd. #150
Lakewood, CO 80228
United States**

ACCOUNT MANAGER

Anthony Cistone

DRAWN BY

Alberto Miselli

DATE

11/14/2025

REVISED DATE

02/11/2026

APPROVED

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of

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Roxborough Village

Metropolitan District

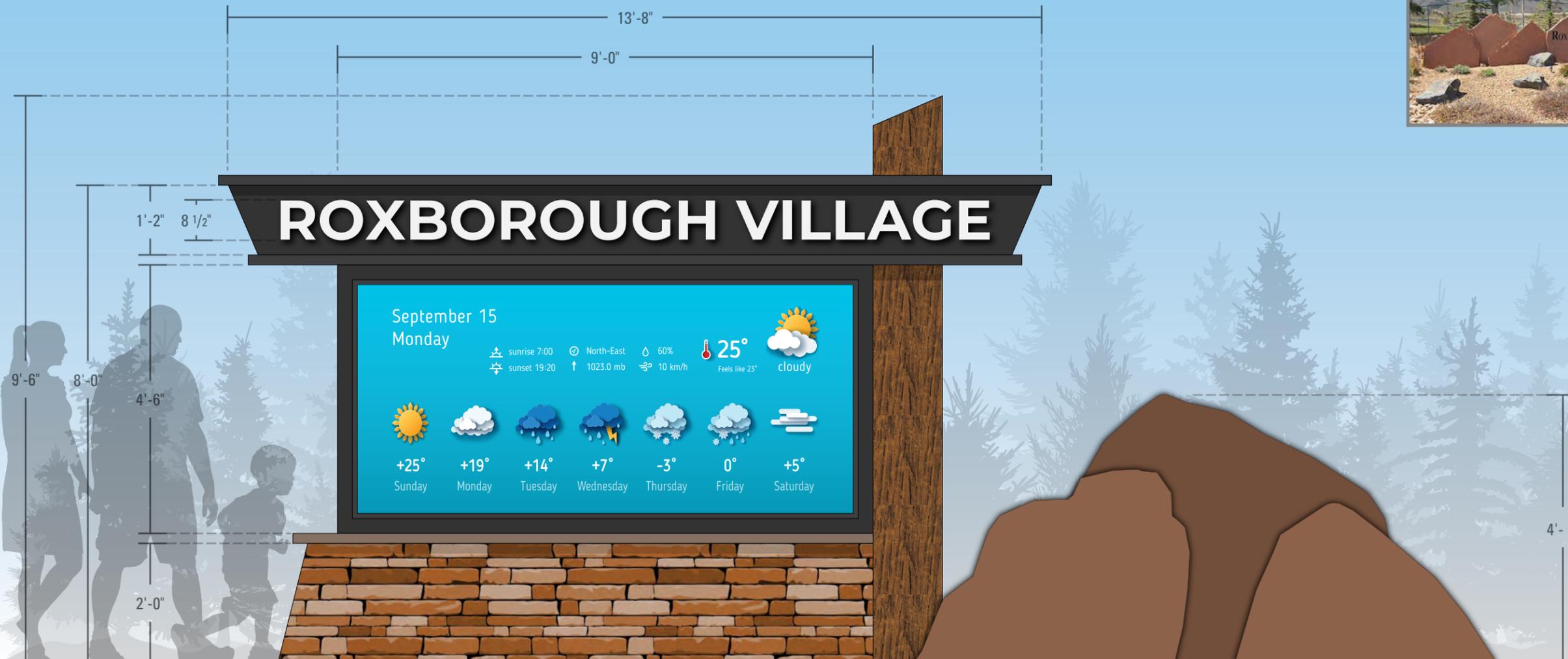
— COLORADO —

ROXBOROUGH VILLAGE - TRAIL SYSTEM DESIGN PACKAGE

PROJECT ADDRESS:
ROXBOROUGH VILLAGE METRO DISTRICT
LITTLETON, CO 80125
UNITED STATES

PREPARED BY:
AD LIGHT GROUP
4150 ELATI STREET
DENVER, CO 80216

DATE:
2025 - 2026



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M-A Digital Screen Monument Sign - Option 1A
1/2" = 1'-0" Qty: TBD

- A FRONT LIT ALUMINUM HEADER CABINET W/ PUSH-THRU GRAPHICS**
- 1/8" ALUMINUM FACES; PAINTED OR POWDERCOATED
- 3/4" ACRYLIC PUSH-THRUS W/ TRANSLUCENT VINYL & DIFFUSER
- 2" TALL ALUMINUM ACCENT BARS; PAINTED
- FASTENED TO STEEL POSTS W/ STEEL SADDLES

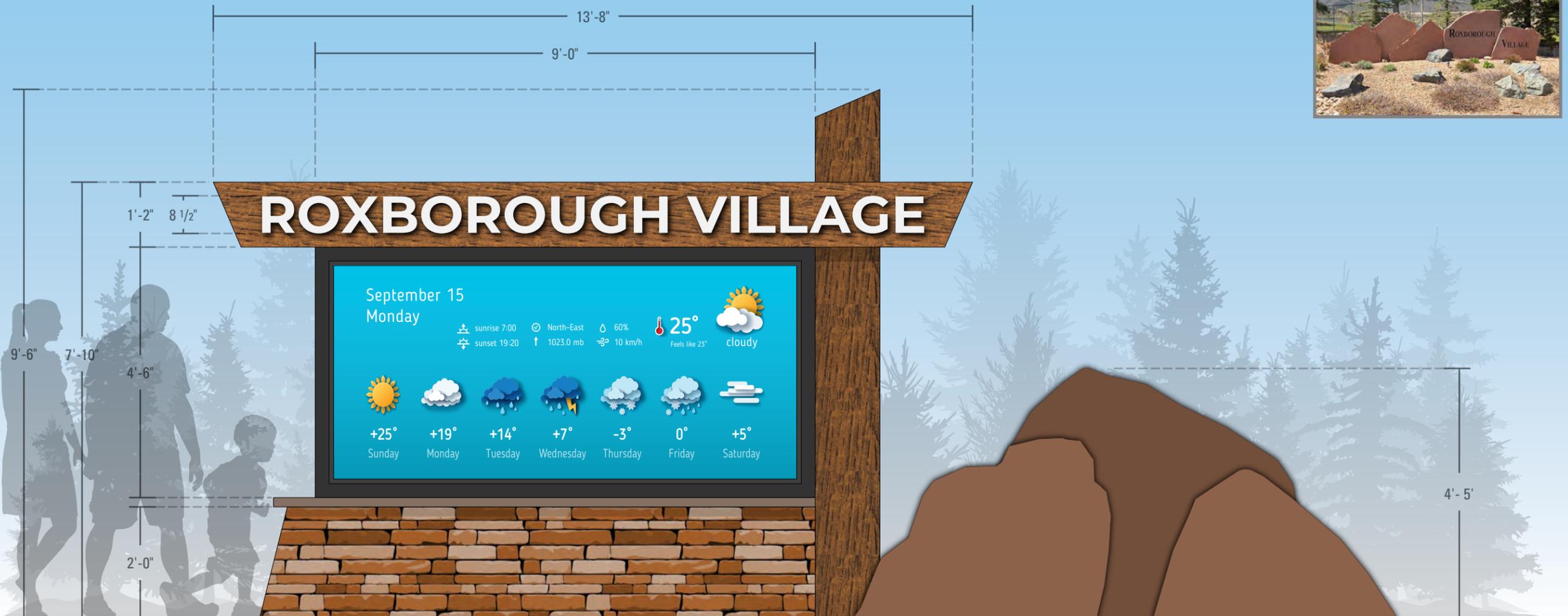
- B VANTAGE LED MESSAGE CENTER CABINET**
- ALUMINUM FACES/RETURNS
- ALUMINUM ANGLE FRAMING
- PAINTED ON ALL SIDES W/ SATIN CLEAR COAT FINISH
- FASTENED TO STEEL POSTS W/ STEEL SADDLES

- C STONE/VENEER BASE W/ CAP**
- STONE VENEER OR SLABS W/ STONE CAP
- ALUMINUM ANGLE FRAMING
- FASTENED TO STEEL POSTS W/ STEEL SADDLES

- D SANDSTONE ACCENT STONES**
- COLOR TO MATCH EXISTING STONES
- SOURCE TO BE DETERMINED

COLOR KEY

- P2** SW 6258 "TRICORN BLACK"
- PC** POWDER COAT (TO BE FINALIZED)
- M3** STONE/VENEER BASE - SOURCE/COLOR TBD
- M4** SANDSTONE SLABS - SOURCE TBD
- V1** 3M "TRANSLUCENT WHITE" VINYL



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M-A Digital Screen Monument Sign - Option 1B
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 - 1/8" ALUMINUM FACES; PAINTED OR POWDERCOATED
 - 3/4" ACRYLIC PUSH-THRUS W/ TRANSLUCENT VINYL & DIFFUSER
 - FASTENED TO STEEL POSTS W/ STEEL SADDLES
- B VANTAGE LED MESSAGE CENTER CABINET**
 - ALUMINUM FACES/RETURNS
 - ALUMINUM ANGLE FRAMING
 - PAINTED ON ALL SIDES W/ SATIN CLEAR COAT FINISH
 - FASTENED TO STEEL POSTS W/ STEEL SADDLES
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 - STONE VENEER OR SLABS W/ STONE CAP
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 - FASTENED TO STEEL POSTS W/ STEEL SADDLES
- D SANDSTONE ACCENT STONES**
 - COLOR TO MATCH EXISTING STONES
 - SOURCE TO BE DETERMINED

COLOR KEY

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- M3** STONE/VENEER BASE - SOURCE/COLOR TBD
- M4** SANDSTONE SLABS - SOURCE TBD
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M-A Digital Screen Monument Sign - Option 2A
1/2" = 1'-0" Qty: TBD

- A FRONT LIT ALUMINUM HEADER CABINET W/ PUSH-THRU GRAPHICS**
- 1/8" ALUMINUM FACES; PAINTED OR POWDERCOATED
 - 3/4" ACRYLIC PUSH-THRUS W/ TRANSLUCENT VINYL & DIFFUSER
 - 2" TALL ALUMINUM ACCENT BARS; PAINTED
 - FASTENED TO STEEL POSTS W/ STEEL SADDLES

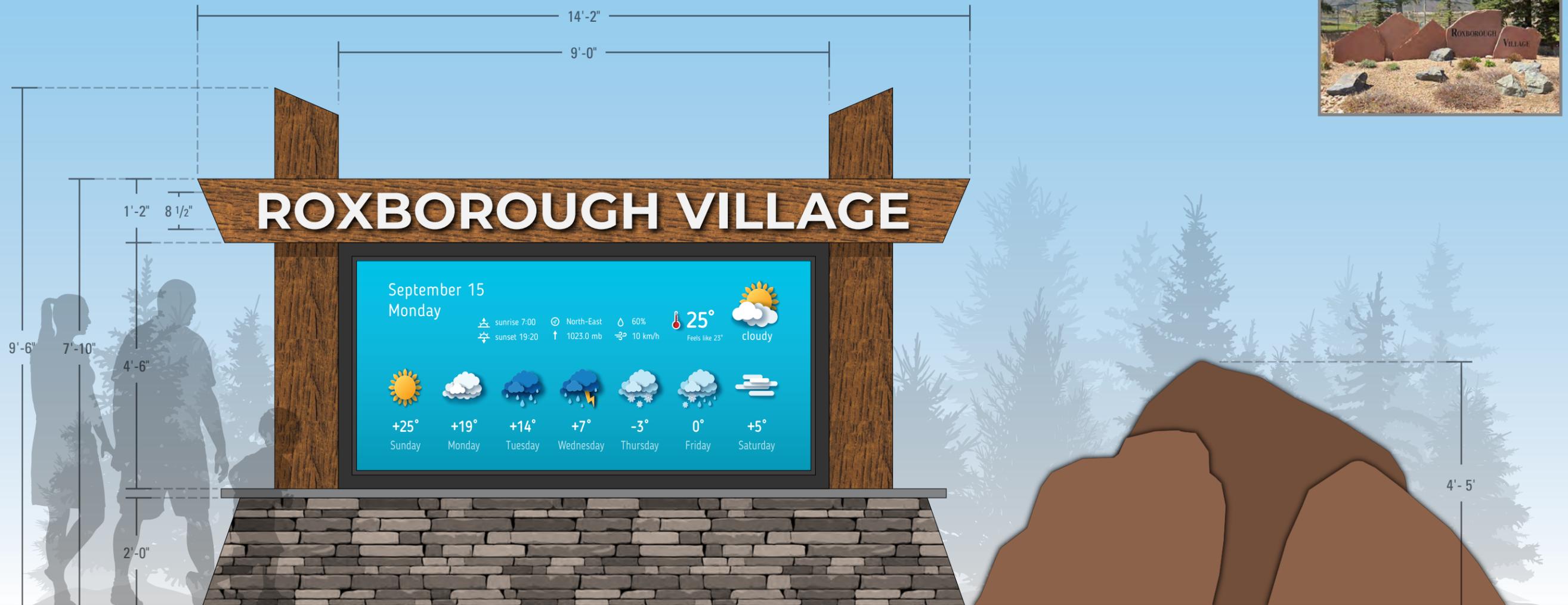
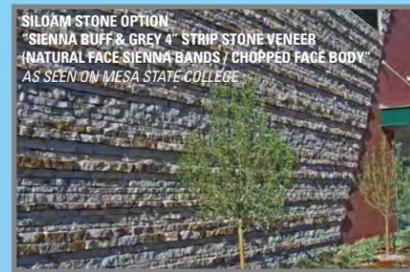
- B VANTAGE LED MESSAGE CENTER CABINET**
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- C STONE/VENEER BASE W/ CAP**
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 - ALUMINUM ANGLE FRAMING
 - FASTENED TO STEEL POSTS W/ STEEL SADDLES

- D SANDSTONE ACCENT STONE SLABS**
- COLOR TO MATCH EXISTING STONES
 - SOURCE TO BE DETERMINED

COLOR KEY

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M-A Digital Screen Monument Sign - Option 2B
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M-A Digital Screen Monument Sign - Option 3A
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COLOR KEY	
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M-A Digital Screen Monument Sign - Option 3B
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PROJECT NAME

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PROJECT LOCATION

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United States**

ACCOUNT MANAGER

Anthony Cistone

DRAWN BY

Alberto Miselli

DATE

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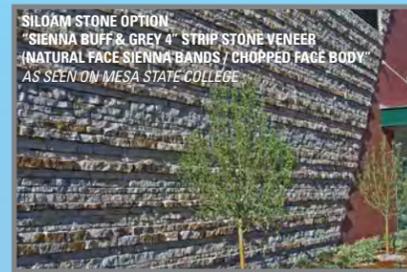
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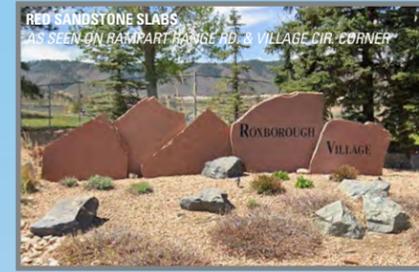
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M-A Digital Screen Monument Sign - Option 4A
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 - 1/8" ALUMINUM FACES; PAINTED OR POWDERCOATED
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P2	SW 6258 "TRICORN BLACK"
PC	POWDER COAT (TO BE FINALIZED)
M3	STONE/VENEER BASE - SOURCE/COLOR TBD
M4	SANDSTONE SLABS - SOURCE TBD
V1	3M "TRANSLUCENT WHITE" VINYL



M-A Digital Screen Monument Sign - Option 4B
1/2" = 1'-0" Qty: TBD

- A FRONT LIT ALUMINUM HEADER CABINET W/ PUSH-THRU GRAPHICS**
 - 1/8" ALUMINUM FACES; PAINTED OR POWDERCOATED
 - 3/4" ACRYLIC PUSH-THRUS W/ TRANSLUCENT VINYL & DIFFUSER
 - FASTENED TO STEEL POSTS W/ STEEL SADDLES

- B VANTAGE LED MESSAGE CENTER CABINET**
 - ALUMINUM FACES/RETURNS
 - ALUMINUM ANGLE FRAMING
 - PAINTED ON ALL SIDES W/ SATIN CLEAR COAT FINISH
 - FASTENED TO STEEL POSTS W/ STEEL SADDLES

- C STONE/VENEER BASE W/ CAP**
 - STONE VENEER OR SLABS W/ STONE CAP
 - ALUMINUM ANGLE FRAMING
 - FASTENED TO STEEL POSTS W/ STEEL SADDLES

- D SANDSTONE ACCENT STONES**
 - COLOR TO MATCH EXISTING STONES
 - SOURCE TO BE DETERMINED

COLOR KEY

- P2** SW 6258 "TRICORN BLACK"
- PC** POWDER COAT (TO BE FINALIZED)
- M3** STONE/VENEER BASE - SOURCE/COLOR TBD
- M4** SANDSTONE SLABS - SOURCE TBD
- V1** 3M "TRANSLUCENT WHITE" VINYL



4150 Elati St.
Denver, CO 80216

303-399-3334
adlightgroup.com

PROJECT NUMBER
250679-02

DRAWING TYPE
 Presentation
 Construction Drawing
 Production

CLIENT

SDMSI

PROJECT NAME

**Roxborough Village -
Trail System Design**

PROJECT LOCATION

**141 Union Blvd. #150
Lakewood, CO 80228
United States**

ACCOUNT MANAGER

Anthony Cistone

DRAWN BY

Alberto Miselli

DATE

11/14/2025

REVISED DATE

02/11/2026

APPROVED

APPROVAL SIGNATURE

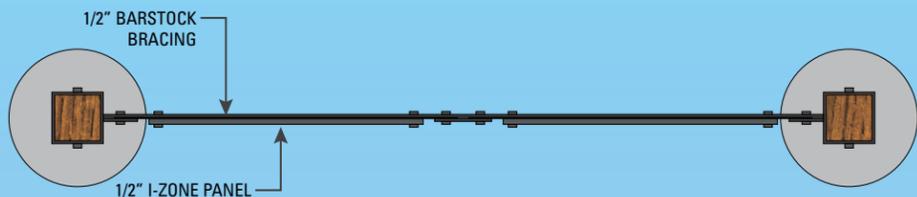
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of

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Plan View
3/4" = 1'-0"



T-A(1) Primary Trailhead ID - Single Sided
3/4" = 1'-0" Qty: TBD

Back View
3/4" = 1'-0"

Side View
3/4" = 1'-0"

- A 1/8" ALUMINUM PANELS**
 - PAINTED 1ST SURFACE ON ALL SIDES
 - FLAT BED PRINTED GRAPHICS
 - SATIN CLEAR COAT FINISH
 - ATTACHED TO POSTS W/ MOUNTING BRACKETS

- B 4" POWDERCOATED ALUMINUM POSTS**
 - TOPS CUT AT 45° & CAPPED
 - POWDERCOATED "WOOD" FINISH
 - DIRECT BURIED INTO CONCRETE FOOTING

- C 1/4" FABRICATED MOUNTING BRACKETS**
 - 6" & 3" ALUMINUM BARSTOCK; WELDED
 - PAINTED 1ST SURFACE ON ALL SIDES
 - SATIN CLEAR COAT FINISH
 - ATTACHED TO POSTS W/ VISIBLE HARDWARE

- D 1/2" I-ZONE GRAPHICS PANEL**
 - DIGITALLY PRINTED GRAPHICS
 - ATTACHED TO ALUMINUM PANEL W/ TAMPER PROOF HARDWARE

- E 27" x 38" ALUMINUM BULLETIN BOARD (SKU: ODM1117H3S)**
 - BLACK / LOCKING / WEATHER SEALED / MAGNETIC BACKING
 - POLYCARBONATE LENS
 - ATTACHED TO ALUMINUM PANEL W/ TAMPER PROOF HARDWARE

COLOR KEY

P1	SW 6187 "ROSEMARY"
P2	SW 6258 "TRICORN BLACK"
PC	POWDER COAT (TO BE FINALIZED)
DP	DIGITAL PRINT: PROCESS COLORS
FB	FLAT BED PRINT: STANDARD WHITE



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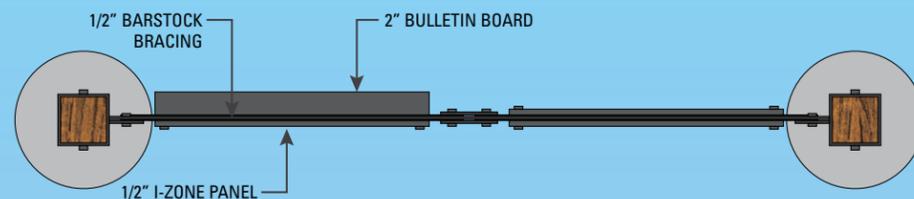
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Plan View
3/4" = 1'-0"



T-A(2) Primary Trailhead ID - Double Sided
3/4" = 1'-0" Qty: TBD

Back View
3/4" = 1'-0"

Side View
3/4" = 1'-0"

- A 1/8" ALUMINUM PANELS**
 - PAINTED 1ST SURFACE ON ALL SIDES
 - FLAT BED PRINTED GRAPHICS
 - SATIN CLEAR COAT FINISH
 - ATTACHED TO POSTS W/ MOUNTING BRACKETS
- B 4" POWDERCOATED ALUMINUM POSTS**
 - TOPS CUT AT 45° & CAPPED
 - POWDERCOATED "WOOD" FINISH
 - DIRECT BURIED INTO CONCRETE FOOTING
- C 1/4" FABRICATED MOUNTING BRACKETS**
 - 6" & 3" ALUMINUM BARSTOCK; WELDED
 - PAINTED 1ST SURFACE ON ALL SIDES
 - SATIN CLEAR COAT FINISH
 - ATTACHED TO POSTS W/ VISIBLE HARDWARE
- D 1/2" I-ZONE GRAPHICS PANEL**
 - DIGITALLY PRINTED GRAPHICS
 - ATTACHED TO ALUMINUM PANEL W/ TAMPER PROOF HARDWARE

- E 27" x 38" ALUMINUM BULLETIN BOARD (SKU: ODM1117H3S)**
 - BLACK / LOCKING / WEATHER SEALED / MAGNETIC BACKING
 - POLYCARBONATE LENS
 - ATTACHED TO ALUMINUM PANEL W/ TAMPER PROOF HARDWARE

COLOR KEY

P1	SW 6187 "ROSEMARY"
P2	SW 6258 "TRICORN BLACK"
PC	POWDER COAT (TO BE FINALIZED)
DP	DIGITAL PRINT: PROCESS COLORS
FB	FLAT BED PRINT: STANDARD WHITE



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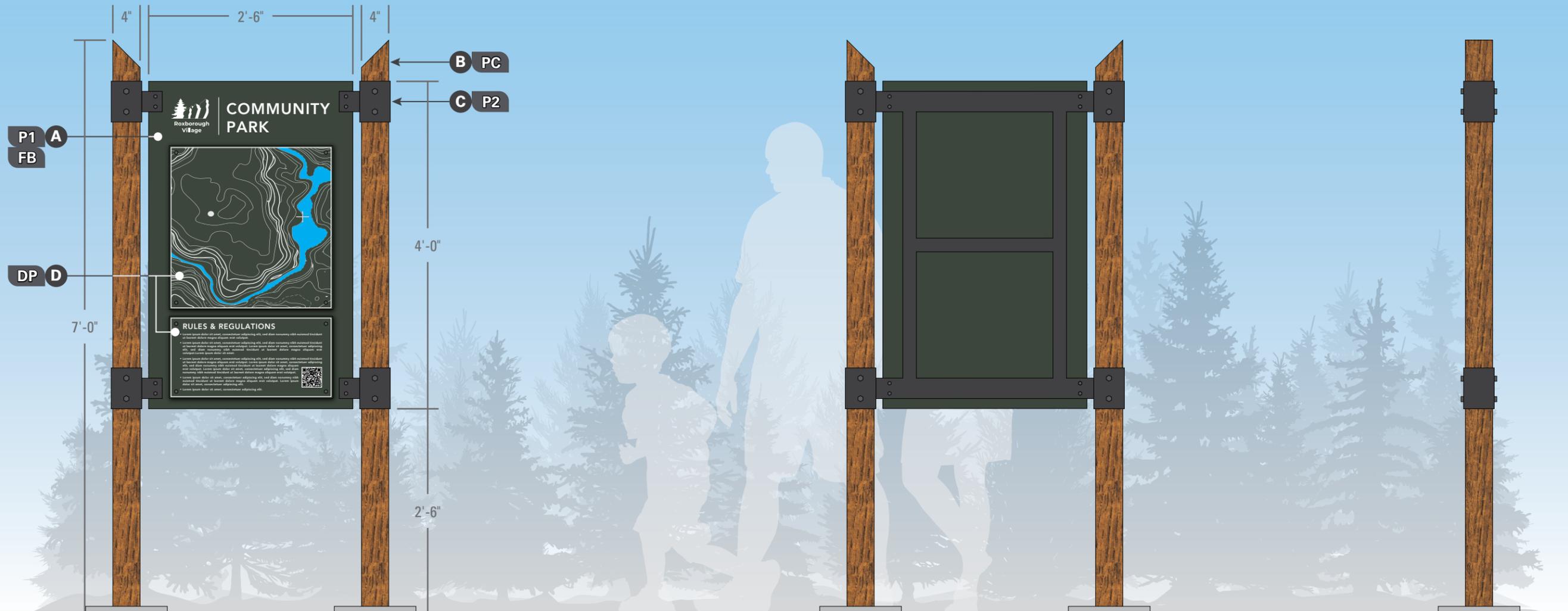
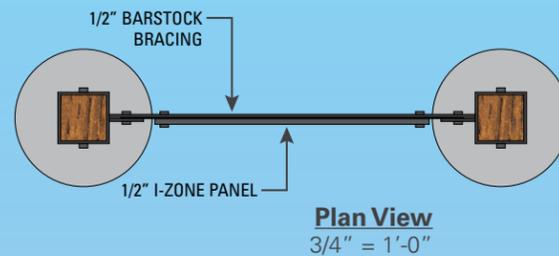
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T-B Secondary Trailhead ID
3/4" = 1'-0" Qty: TBD

Back View
3/4" = 1'-0"

Side View
3/4" = 1'-0"

- A 1/8" ALUMINUM PANELS**
 - PAINTED 1ST SURFACE ON ALL SIDES
 - FLAT BED PRINTED GRAPHICS
 - SATIN CLEAR COAT FINISH
 - ATTACHED TO POSTS W/ MOUNTING BRACKETS
- B 4" POWDERCOATED ALUMINUM POSTS**
 - TOPS CUT AT 45° & CAPPED
 - POWDERCOATED "WOOD" FINISH
 - DIRECT BURIED INTO CONCRETE FOOTING
- C 1/4" FABRICATED MOUNTING BRACKETS**
 - 6" & 3" ALUMINUM BARSTOCK; WELDED
 - PAINTED 1ST SURFACE ON ALL SIDES
 - SATIN CLEAR COAT FINISH
 - ATTACHED TO POSTS W/ VISIBLE HARDWARE
- D 1/2" I-ZONE GRAPHICS PANEL**
 - DIGITALLY PRINTED GRAPHICS
 - ATTACHED TO ALUMINUM PANEL W/ TAMPER PROOF HARDWARE

COLOR KEY

- P1** SW 6187 "ROSEMARY"
- P2** SW 6258 "TRICORN BLACK"
- PC** POWDER COAT (TO BE FINALIZED)
- DP** DIGITAL PRINT: PROCESS COLORS
- FB** FLAT BED PRINT: STANDARD WHITE



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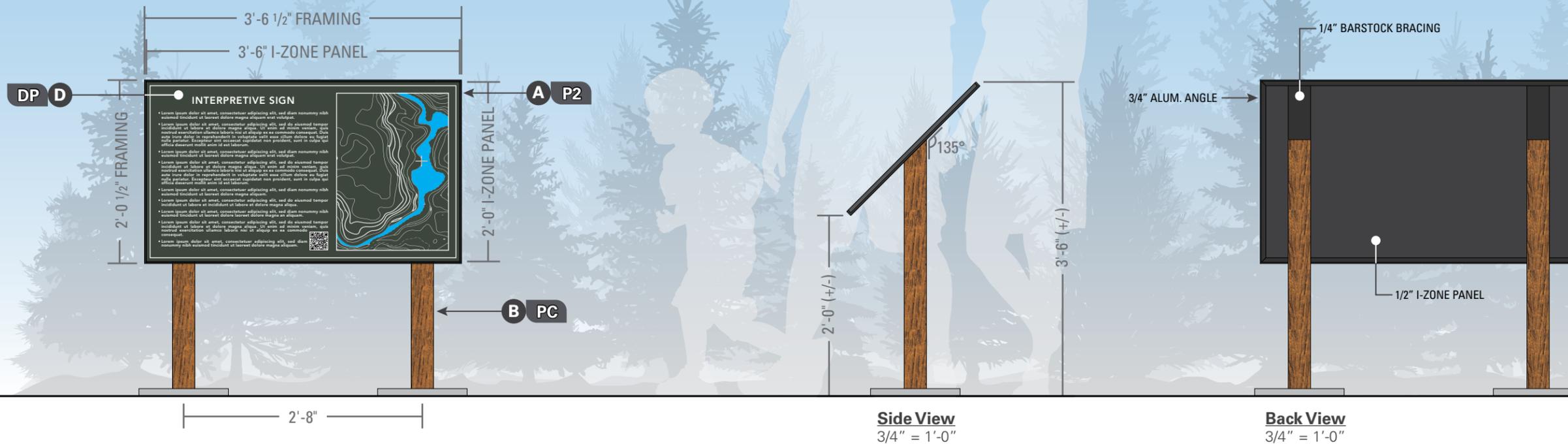
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17



S-E Interpretive Sign
3/4" = 1'-0" Qty: TBD

- A 3/4" x 1/8" ALUMINUM ANGLE FRAMING**
 - PAINTED 1ST SURFACE ON ALL SIDES
 - SATIN CLEAR COAT FINISH
 - ATTACHED TO POSTS W/ 1/4" ALUM. BAR STOCK BRACING & TAMPER PROOF H/W
- B 3" POWDERCOATED ALUMINUM POSTS**
 - TOPS CUT AT 45° & CAPPED
 - POWDERCOATED "WOOD" FINISH
 - DIRECT BURIED INTO CONCRETE FOOTING
- D 1/2" I-ZONE GRAPHICS PANEL**
 - DIGITALLY PRINTED GRAPHICS
 - ATTACHED TO ALUM. BAR STOCK W/ TAMPER PROOF HARDWARE

COLOR KEY

- P1** SW 6187 "ROSEMARY"
- P2** SW 6258 "TRICORN BLACK"
- PC** POWDER COAT (TO BE FINALIZED)
- DP** DIGITAL PRINT: PROCESS COLORS



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PROJECT NAME
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PROJECT LOCATION
**141 Union Blvd. #150
Lakewood, CO 80228
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ACCOUNT MANAGER
Anthony Cistone

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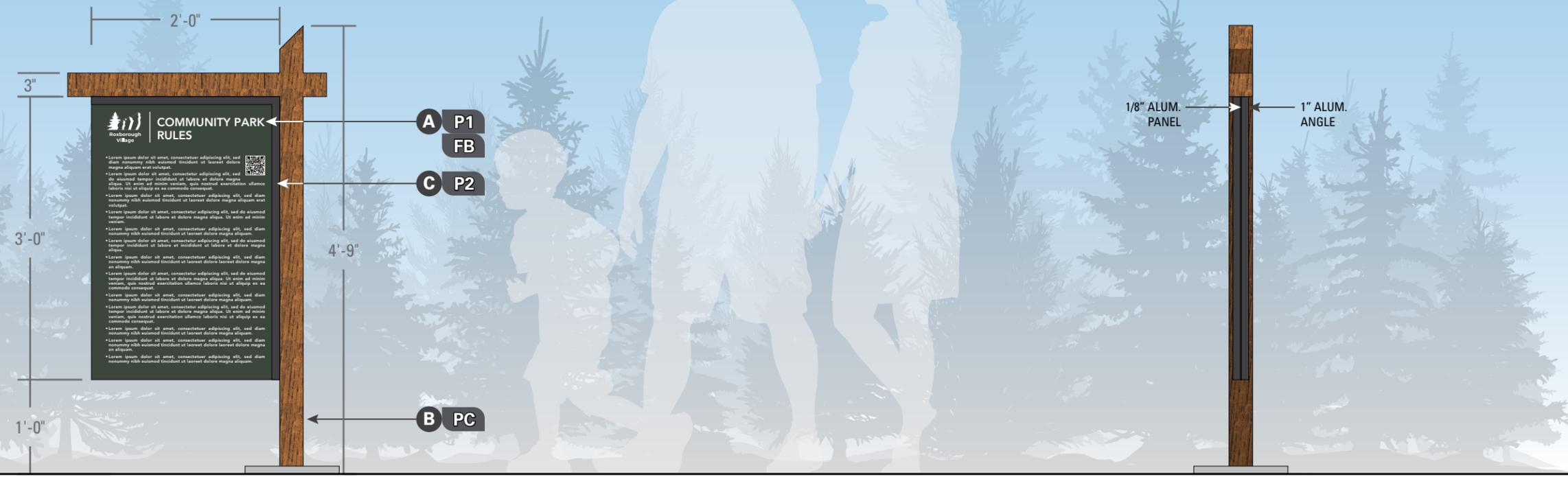
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14 of **17**



R-B(A) Park Rules - Primary
3/4" = 1'-0" Qty: TBD

Side View
3/4" = 1'-0"

- A 1/8" ALUMINUM PANELS**
 - PAINTED 1ST SURFACE ON ALL SIDES
 - FLAT BED PRINTED GRAPHICS
 - SATIN CLEAR COAT FINISH
 - ATTACHED TO POSTS W/ MOUNTING BRACKETS
- B 3" POWDERCOATED ALUMINUM POSTS**
 - TOPS CUT AT 45° & CAPPED
 - POWDERCOATED "WOOD" FINISH
 - DIRECT BURIED INTO CONCRETE FOOTING
- C 1" ALUMINUM ANGLE MOUNTING BRACKETS**
 - 1"x 1"x 1/8" ALUMINUM ANGLE
 - PAINTED 1ST SURFACE ON ALL SIDES
 - SATIN CLEAR COAT FINISH
 - ATTACHED TO POST W/ TYPICAL HARDWARE

COLOR KEY	
P1	SW 6187 "ROSEMARY"
P2	SW 6258 "TRICORN BLACK"
PC	POWDER COAT (TO BE FINALIZED)
FB	FLAT BED PRINT: STANDARD WHITE



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Trail System Design

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Side View
3/4" = 1'-0"

R-B(2) Park Rules - Secondary
3/4" = 1'-0" Qty: TBD

- A 1/8" ALUMINUM PANELS**
 - PAINTED 1ST SURFACE ON ALL SIDES
 - FLAT BED PRINTED GRAPHICS
 - SATIN CLEAR COAT FINISH
 - ADHERED TO ALUMINUM POSTS

- B 3" ALUMINUM POSTS**
 - TOPS CAPPED
 - PAINTED 1ST SURFACE ON ALL SIDES
 - DIRECT BURIED INTO CONCRETE FOOTING OR COMPACTED SOIL

COLOR KEY

- P1** SW 6187 "ROSEMARY"
- P3** PAINT TO BE SIMILAR TONE TO SELECTED WOOD (TBD)
- FB** FLAT BED PRINT: STANDARD WHITE



T-C Trail Head Directional
3/4" = 1'-0" Qty: TBD

Side View
3/4" = 1'-0"

- A 1/8" ALUMINUM PANELS**
 - PAINTED 1ST SURFACE ON ALL SIDES
 - FLAT BED PRINTED GRAPHICS
 - SATIN CLEAR COAT FINISH
 - ATTACHED TO POSTS W/ MOUNTING BRACKETS
- B 3" POWDERCOATED ALUMINUM POSTS**
 - TOPS CUT AT 45° & CAPPED
 - POWDERCOATED "WOOD" FINISH
 - DIRECT BURIED INTO CONCRETE FOOTING
- C 1/4" FABRICATED MOUNTING BRACKETS**
 - 6" & 5" ALUMINUM BARSTOCK; WELDED
 - PAINTED 1ST SURFACE ON ALL SIDES
 - SATIN CLEAR COAT FINISH
 - ATTACHED TO POSTS W/ VISIBLE HARDWARE
- D 1/4" (3.5" DIA.) ACRYLIC DIRECTIONAL ARROW FCOs**
 - PAINTED 1ST SURFACE ON ALL SIDES W/ SATIN CLEAR COAT FINISH
 - FLAT BED PRINTED GRAPHICS
 - ADHERED TO ALUMINUM PANEL

COLOR KEY

- P1** SW 6187 "ROSEMARY"
- P2** SW 6258 "TRICORN BLACK"
- PC** POWDER COAT (TO BE FINALIZED)
- FB** FLAT BED PRINT: STANDARD WHITE



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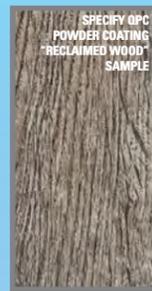
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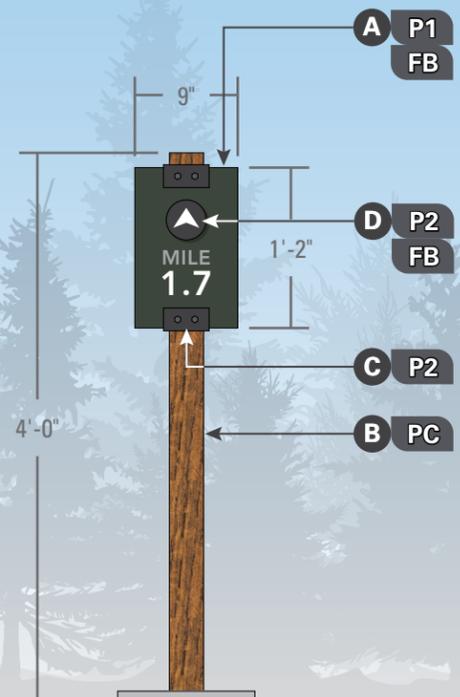
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17



Side View
3/4" = 1'-0"

T-B Secondary Trailhead ID
3/4" = 1'-0" Qty: TBD

- A 1/8" ALUMINUM PANELS**
 - PAINTED 1ST SURFACE ON ALL SIDES
 - FLAT BED PRINTED GRAPHICS
 - SATIN CLEAR COAT FINISH
 - ATTACHED TO POSTS W/ MOUNTING BRACKETS
- B 3" POWDERCOATED ALUMINUM POSTS**
 - TOPS CAPPED
 - POWDERCOATED "WOOD" FINISH
 - DIRECT BURRED INTO CONCRETE FOOTING
- C 1/4" FABRICATED MOUNTING BRACKETS**
 - 2"x 2" ALUMINUM ROUTED BRACKET
 - PAINTED 1ST SURFACE ON ALL SIDES
 - SATIN CLEAR COAT FINISH
 - ATTACHED TO POSTS W/ VISIBLE HARDWARE
- D 1/4" (3.5" DIA.) ACRYLIC DIRECTIONAL ARROW FCOs**
 - PAINTED 1ST SURFACE ON ALL SIDES W/ SATIN CLEAR COAT FINISH
 - FLAT BED PRINTED GRAPHICS
 - ADHERED TO ALUMINUM PANEL

COLOR KEY

- P1** SW 6187 "ROSEMARY"
- P2** SW 6258 "TRICORN BLACK"
- PC** POWDER COAT (TO BE FINALIZED)
- FB** FLAT BED PRINT: STANDARD WHITE



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

Client Name / Address	Date: 2/16/2026	Estimate No.	E2026125
Roxborough Village Metro District Ephram Glass	Project Location: Roxborough Metro District Trails Littleton, CO (Concrete R&R - Various Areas)		
Task Description	Qty	Rate	Amount
1. Demolition, Concrete Sidewalk - concrete saw cutting, demolition, hauling, and disposal expenses.	374 sf	\$ 2.95	\$ 1,103.30
2. Earthwork 1 - excavate 2" max below existing concrete, soil grading, and compaction.	374 sf	\$ 1.40	\$ 523.60
3. 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	\$ 390.00
4. New concrete sidewalk/path sections - 6" thickness general, and 8" thickness at mailbox area, 4,500 psi concrete with fibermesh reinforcement (9 different concrete sections, 4 addresses).	374 sf	\$ 13.50	\$ 5,049.00
5. Traffic Control		LS	\$ 360.00
6. Mobilization & General Conditions		LS	\$ 950.00
	Total Project Estimate		\$ 8,375.90
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



PROPOSAL

260088-01

Date: 02/05/2026

Expires: 03/07/2026

Drawing Numbers:

Project: SDMSI - Roxborough Village - Stone Relocation and Engraving
141 Union Blvd.
Ste. 150
Lakewood, CO 80228

Client: SDMSI - Roxborough Park
141 Union Blvd.
Ste. 150
Lakewood, CO 80228

Contact: Ephram Glass ephramglass@roxboroughmetrodistrict.org

We are pleased to offer this proposal for the following services at the above location.

Project Description:

Item Total:

Foundation Work Assumptions:

- full access with Ad Light Group crane or vehicle
- normal soil conditions (rock, sand, water, etc)
- sign location is level and to grade
- outside temperature is over 40 degrees and there is not severe weather
- does not include landscape repair
- does not include traffic control

Foundation Contingency:

- if foundation requires unforeseen work due to site conditions, additional costs to be billed on final invoice after review with client

Stone Assumptions:

- assumed larger stone depth is about 12"
- height assumptions based on photos provided by client

BATCH 1:

B1-A - Relocate existing boulder with engraved graphic and adjacent stones to new location	\$7,449.75
--	------------

BATCH 2:

B2-A - Relocate and engrave existing large boulder to the location of the current B1-A	\$8,999.43
B2-B - Relocate (2) smaller stones adjacent to B2-A	\$1,018.05

Salesperson: Anthony Cistone

Buyer _____ Seller _____



PROPOSAL

260088-01

Date: 02/05/2026

Expires: 03/07/2026

Drawing Numbers:

Project: SDMSI - Roxborough Village - Stone Relocation and Engraving
141 Union Blvd.
Ste. 150
Lakewood, CO 80228

Client: SDMSI - Roxborough Park
141 Union Blvd.
Ste. 150
Lakewood, CO 80228

Contact: Ephram Glass ephramglass@roxboroughmetrodistrict.org

BATCH 3:

B3-A - Relocate and engrave existing boulder to the entry by the greenhouse \$8,999.43

BATCH 4:

B4-A - Relocate and engrave existing boulder to the entry by the residential area \$8,999.43

Deposit Rate: 50%
Deposit: \$17,733.05

Subtotal: \$35,466.09

Total: \$35,466.09

Notes: All prices are subject to applicable sales tax. Prices are based on available information given at the time and are subject to change.

Exclusions: Sign permits, structural engineering, traffic control equipment and permits are not included in the above quotations and if required shall be invoiced on a time and material basis. Electrical services to the proposed sign(s), unless specifically quoted above, is assumed to be existing or provided by others.

Warranty: The product furnished is warranted to be free from defects in material and workmanship for a period of 12 months from the date of substantial completion

Terms: 50% advanced deposit with balance due upon completion of project.

Credit Card Payments: All credit card payments are subject to a 4% fee

Salesperson: Anthony Cistone

Buyer's Acceptance _____ Title _____ Date _____

Seller's Acceptance _____ Title _____ Date _____



Landscape Architecture		Construction	Maintenance	Water Management	Snow	Arbor
Golden 303.432.8282	Centennial 720.587.2520	Brighton 303.287.9113	Castle Rock 303.814.6070	Colorado Springs 719.867.1004		Northern Colorado 970.237.6225
www.environmentaldesigns.com						

LANDSCAPE ENHANCEMENT AGREEMENT

EDLLC Contact: Branden Freiner
 Project Name: Roxborough Metropolitan District
 Project Description: Roxborough Metropolitan District
 Project Address: 9779 S Crystal Lake Dr
 Littleton, CO 80125

Agreement #: 133995
 Date of Agreement: 2/5/2026
 Client Phone Number: 303-987-0835
 Client Email: Pripko@sdmsi.com
 Client Job Number:

THIS LANDSCAPE CONSTRUCTION AGREEMENT (the "Agreement") is made and entered into as of 2/5/2026 (the "Effective Date") by and between Environmental Designs, LLC (the "Contractor") and Roxborough Metropolitan District (the "Client"). The Client and Contractor, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. SCOPE OF WORK

A. The Contractor agrees to perform the work and services under this Agreement at its sole expense for all labor, materials, services, equipment, and tools required to fulfill its obligations and to properly execute and complete the work as described more particularly on the attachment (the "Work") identified as Exhibit A.

2. SCHEDULE

A. The Client acknowledges that the Contractor cannot guarantee the date upon which commencement of the Work shall begin (the "Commencement Date") and that any date that is given is approximate and only a target date.

3. GENERAL PROVISIONS

- A. Client shall be solely responsible to establish and provide property line locations at the Property. ["Rough Grade" shall mean the establishment of the initial grade, slope, soil composition and drainage of the Property, to +/- 1" of final grade.] Rough Grade establishment is the responsibility of the Client, unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")". Contractor shall not be responsible for any cracking, buckling, marking, or breaking of any concrete or paved surfaces or existing plant material on the Property. Contractor shall not be responsible for any damage to or moving of materials, equipment, or furniture that is not explicitly part of this Agreement, including but not limited to, BBQ appliances, patio furniture, statuary, garden art, play structures, etc. Does not include engineering unless otherwise otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")".
- B. This agreement shall supersede all prior agreements between the Parties as it relates to the Work, as outlined within this Agreement, whether verbal or written. Any changes to this Agreement must be made in writing and evidenced by a Change Order (each a "Change Order" and collectively "Change Orders") executed by both the Client and the Contractor. All Change Orders shall be attached hereto and shall become part of this Agreement. Upon execution of each Change Order, Owner shall make payments as outlined within the Change Order. The charges for work covered by Change Orders shall be generated using then current pricing which may differ from the pricing of the original Work or other Change Orders.
- C. Unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")", any pricing and charges for permits, material changes to Work, underground obstructions, and erosion control are not included in the original pricing and must be addressed with the generation of a Change Order.
- D. Consultation with Subcontractors or Other Contractors performing Work is not included in the pricing under this Agreement and shall be billed to the Client at \$150.00 per hour with a two-hour minimum: unless said Subcontractor or Other Contractor is hired directly by Contractor to perform the Work.
- E. Unless accepted in writing, by Client and an authorized agent of Contractor, as evidenced by their signatures below, and the Contractor receives notice of acceptance within ten (10) calendar days of the date of the Agreement, Contractor reserves the right to withdraw or modify the proposal. If accepted this document shall become a binding Agreement between the Client and the Contractor.
- F. Client agrees that they will not directly contract with, hire, or otherwise employ any employee or subcontractor of Contractor or Contractor's subcontractors for a period of one year after the completion of the project as outlined within this agreement and any subsequent change orders. Client further agrees that if Client were to directly contract with, hire, or otherwise employ any employee or subcontractor of Contractor or Contractor's subcontractors that Contractor will suffer damages and Client shall be liable to Contractor for said damages.

4. TERMINATION

A. Either party may terminate this Agreement by written notice by certified mail to the other party. Notice to be given at least thirty (30) days prior to the effective date of such termination. Alternately this Agreement may be terminated by mutual agreement on a mutually agreed upon timeframe.

B. In the event that the Contractor cannot secure an adequate labor force to perform the work as outlined within this agreement, at the sole discretion of the Contractor, the Contractor may cancel this Agreement without penalty from Client subject to notification as outlined above.

5. INSURANCE

A. The Contractor shall at all times be covered by adequate liability and workers compensation insurance. Upon the Client's request, the Contractor shall provide proof of coverage.

6. WARRANTY

A. With the exception of the excluded plants listed below and unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")", plant material #5 and greater in size, sod, irrigation and hardscapes installed by Contractor (collectively "installations") will carry a one year, one time replacement, warranty, provided they are properly maintained. The warranty period shall begin upon substantial completion of the Work. All warranties on sod, which is planted between September and April, and all warranties on plant material will be considered waived, voided, and null unless the Client agrees to have the Contractor perform winter watering services as needed during the winter months while irrigation systems are winterized, as outlined in "EXHIBIT A – Scope of Services (the "Work")". Deciduous trees more than three inches (3") caliper and evergreen trees in excess of nine feet (9') in height shall not be warranted unless access by machine is available, which access shall be determined by Contractor, in its sole discretion. If no access is available trees of this size may be replaced with a smaller tree. Reprogramming of irrigation controllers, Seed installation, night lighting bulbs, finished concrete, weeds, truck-spaded trees and reapplication of groundcover mulches (including rock) are not warranted. Weeds in your landscape areas are a natural occurrence and are considered a maintenance issue and Contractor does not guarantee a weed free landscape. Warranties on work performed by Subcontractors shall be passed through directly from the Subcontractor and no additional warranty or guaranty shall be made by Contractor. Any parts of the work that are damaged or die because of acts of God, fire, hail, flood, abuse, neglect, animal damage, insect damage, disease or fungal damage and freezing are not warranted. Excluded plant varieties include Redbuds, Arborvitaes, Rhododendrons, Japanese Maples, Boxwoods, and Agave. All Warranties are non-transferable.

B. All warranties are void if all Payments are not made as outlined in this Agreement.

C. Client acknowledges that, if native seed is part of this agreement as outlined in EXHIBIT A, they have received and understand the information and limitations set forth in the Seed Installation Addendum.

7. PRICE AND TERMS

A. The Client shall pay the Contractor **\$3,730.00** plus sales taxes as appropriate for the Work in EXHIBIT A - Scope of Services (the "Work")

B. Per the state and local sales tax codes, all materials are subject to sales tax and the appropriate Sales Tax will be added to the final bill for all materials utilized performing the services included in this Agreement, unless the Project outlined within this agreement is exempt from sales tax through the State of Colorado and/or the local municipality that the Project is located in and Client has provided the necessary Sales Tax Exemption documentation.

C. This price is valid for ten (10) days from the date of this Agreement.

D. A surcharge fee of not less than 2% and not more than the fee paid by the Contractor to the Processor or Service Provider will be applied to all credit card payments. This fee may be charged as a separate transaction once these costs are known.

E. If the Contractor's Vendors charge additional freight or add fuel surcharges, these fees will be passed on to the client. Additionally, utilizing data from eia, the U.S. Energy Information Administration, https://www.eia.gov/dnav/pet/hist/LeafHandler.ashx?n=PET&s=EMM_EPFRU_PTE_YDEN_DPG&f=W, for every \$0.50 increase in average fuel price, from the Weekly Denver, CO Regular Conventional Retail Gasoline Prices (Dollars per Gallon) correlating with the date of signing this agreement ("Benchmark Price"), a fuel surcharge of 0.5% will be applied to each invoice.

F. If the Contractor is unable to commence all or some parts of the work prior to 6 months from the date of this agreement, due to forces outside of Contractor's control, the Contractor reserves the right to re-price all or part of the work and present a new Agreement or Change Order for approval before moving forward. Additionally, if Contractor is required to leave the site, for reasons outside of the Contractor's control, once the Work has commenced and remobilize at a later date to complete the Work, Client will be responsible for additional mobilization fees.

G. Substantial Completion shall be defined as the moment the project is complete, including punch list items, and can be used for its intended purpose. Warranty items are not punch list items and shall not hold up final payment of all monies due. Any delay in making the final payment upon Substantial Completion shall result in all warranties being voided.

H. If any Payment is not made as required by this Agreement, a mechanic's lien may be placed on the Property for the entire balance due. Upon Final Payment, provided that all other Payments have been made, Contractor shall release any liens that Contractor has placed on the Property and, upon Client's written request, shall issue waivers of lien for all Work performed.

I. Payments thirty (30) days past due shall incur finance charge of 1.5% per month (18% per annum). Contractor and/or its assignee shall be entitled to collect all reasonable costs of collection, including but not limited to, collection agency fees and attorney fees.

8. ADDITIONAL SERVICES AVAILABLE

A. The Contractor offers the following services to complete their Landscape Maintenance & Construction Package:

1. Full Landscape Maintenance Services on Commercial and Residential Properties.
2. Landscape Design Services by in house Architects and Designers.
3. All sizes of landscape construction projects, both residential and commercial.
4. Irrigation system design, installation, and service.
5. Annual Floral Color design, installation, and maintenance including beds, pots, hanging pots, decks, etc.
6. Replacement of or addition of trees, shrubs, ornamental grasses, and perennial flowers.
7. Full Plant Health Care (PHC) including pest control, fertilization, and deep root watering.
8. Full Arbor Services including tree pruning, tree removal, and stump grinding.
9. Native Grass and Field Mowing
10. Holiday Lighting and Decoration

EXHIBIT A Scope of Services (the "Work")

The Client and the Contractor agree that the scope for the "Work" included in this Agreement is as follows:

Add group description here

Description	Quantity	Unit	Unit Price	Price
Stone Engraving	1.00	SF	1,430.00	1,430.00
Delivery- General	1.00	EA	300.00	300.00
CO Red Flagstone In Concrete	1.00	SF	2,000.00	2,000.00
Group Total				\$3,730.00

_____ By initialing here, the Client agrees to have the services in this group performed as part of this Agreement. If all groups are not accepted by the Client, then the final price of this Agreement shall be adjusted accordingly.

From: [Branden Freiner](#)
To: [Peggy Ripko](#)
Subject: RE: FW: Boulder engraving and moving proposal needed
Date: Wednesday, February 11, 2026 8:48:49 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)

Good morning, Peggy,

Sorry for the confusion. We are using a new CRM at our branch, and it can be difficult to provide a more detailed job description. Our plan is to pick up the stones, take them to the engraver, retrieve them once engraving is complete, and then place them back at each location.

If the stones are standing upright, we have always set them in concrete to prevent them from falling over while ensuring enough of the signage remains visible above grade. Regardless of the method, the stones will need to be anchored to prevent them from tipping or being pushed over due to vandalism. That is my opinion, but if Ephran has a different approach to keeping them upright without burying too much of the stone, we are happy to proceed that way.

Please let me know if you have any questions.

Thanks,



605 Ulysses Street
Golden, CO 80401

Branden Freiner

Project Manager

O: [303-432-8282](tel:303-432-8282)

M: [303-386-0674](tel:303-386-0674)



environmentaldesigns.com

CULTIVATING GROWTH

From: Peggy Ripko <pripko@sdmsi.com>
Sent: Tuesday, February 10, 2026 12:40 PM
To: Branden Freiner <branden.freiner@environmentaldesigns.com>
Subject: FW: FW: Boulder engraving and moving proposal needed

Please see below; can you confirm?

Peggy Ripko
District Manager & Community Management Division Manager
Special District Management Services, Inc.



Landscape Architecture		Construction	Maintenance	Water Management	Snow	Arbor
Golden 303.432.8282	Centennial 720.587.2520	Brighton 303.287.9113	Castle Rock 303.814.6070	Colorado Springs 719.867.1004		Northern Colorado 970.237.6225
www.environmentaldesigns.com						

LANDSCAPE ENHANCEMENT AGREEMENT

EDLLC Contact: Branden Freiner
 Project Name: Roxborough Metropolitan District
 Project Description: Roxborough Metropolitan District Trees
 Project Address: 9779 S Crystal Lake Dr
 Littleton, CO 80125

Agreement #: 134254
 Date of Agreement: 2/13/2026
 Client Phone Number: 303-987-0835
 Client Email: Pripko@sdmsi.com
 Client Job Number:

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7. PRICE AND TERMS

A. The Client shall pay the Contractor **\$35,032.92** plus sales taxes as appropriate for the Work in EXHIBIT A - Scope of Services (the "Work")

B. Per the state and local sales tax codes, all materials are subject to sales tax and the appropriate Sales Tax will be added to the final bill for all materials utilized performing the services included in this Agreement, unless the Project outlined within this agreement is exempt from sales tax through the State of Colorado and/or the local municipality that the Project is located in and Client has provided the necessary Sales Tax Exemption documentation.

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3. All sizes of landscape construction projects, both residential and commercial.
4. Irrigation system design, installation, and service.
5. Annual Floral Color design, installation, and maintenance including beds, pots, hanging pots, decks, etc.
6. Replacement of or addition of trees, shrubs, ornamental grasses, and perennial flowers.
7. Full Plant Health Care (PHC) including pest control, fertilization, and deep root watering.
8. Full Arbor Services including tree pruning, tree removal, and stump grinding.
9. Native Grass and Field Mowing
10. Holiday Lighting and Decoration

EXHIBIT A Scope of Services (the "Work")

The Client and the Contractor agree that the scope for the "Work" included in this Agreement is as follows:

Add group description here

Description	Quantity	Unit	Unit Price	Price
Maple- Bigtooth Rocky MTN Glow 2.00" B&B	3.00	EA	1,141.80	3,425.39
Cottonwood Lanceleaf 2.00' B&B	2.00	EA	709.98	1,419.95
Linden Redmond 2.00" B&B	1.00	EA	988.61	988.61
FIR Douglas 8' B&B	4.00	EA	1,521.61	6,086.44
Serviceberry- Autumn Brilliance Clump 8' B&B	2.00	EA	1,299.36	2,598.72
Aspen- Clump 2.00" B&B	3.00	EA	886.87	2,660.60
Pine Pinion 10' B&B	3.00	EA	1,341.67	4,025.01
Limber Pine Vanderwolfs 8' B&B	4.00	EA	1,250.87	5,003.46
Pine Pinion 8' B&B	3.00	EA	1,087.12	3,261.36
Pine- Ponderosa 10' B&B	2.00	EA	1,472.16	2,944.32
Delivery / Mobilization	1.00	EA	261.61	261.61
Pine- Ponderosa 8' B&B	2.00	EA	1,178.72	2,357.45
Group Total			\$35,032.92	

_____ By initialing here, the Client agrees to have the services in this group performed as part of this Agreement. If all groups are not accepted by the Client, then the final price of this Agreement shall be adjusted accordingly.



NEW TREES

Date 2/19/2026

Customer Special District Management Services | 141 Union Boulevard, Suite 150 | Lakewood, CO 80228

Property Roxborough Village Metro District | 7673 N Rampart Road | Littleton, CO 80125

NEW TREE INSTALL ONLY

DOES NOT INCLUDE IRRIGATION

Default Group

EN - Enhancement

Items	Quantity	Unit	Price/Unit	Price
Enhancement Labor	100.00	Hr	\$71.30	\$7,130.00
PINE PONDEROSA 8'	2.00	ea	\$1,001.55	\$2,003.10
COTTONWOOD LANCELEAF 2"	2.00	ea	\$706.83	\$1,413.66
MAPLE BIGTOOTH 2"	3.00	ea	\$901.82	\$2,705.47
2" Greenspire Linden	1.00	2" CAL	\$840.00	\$840.00
DOUGLAS FIR 8'	4.00	8' HT	\$918.40	\$3,673.60
SERVICEBERRY AUTUMN BRILLIANCE 5-6'	2.00	ea	\$706.83	\$1,413.66
ASPEN 2" CAL	3.00	ea	\$392.00	\$1,176.00
PINE VANDERWOLF'S LIMBER 8'	4.00	ea	\$1,048.05	\$4,192.20
Pine - Pinyon	3.00	6' HT	\$974.40	\$2,923.20
Tree Planting Kit	25.00	ea	\$89.60	\$2,240.00

EN - Enhancement: \$29,710.89

Subtotal \$29,710.89

Total \$29,710.89

Payment Schedule

Description	Total Price
EN - Enhancement	\$29,710.89
	<u>\$29,710.89</u>

Terms & Conditions

GENERAL NOTES:

- * GRADE TO BE +/- 1/10 PRIOR TO BEGINNING LANDSCAPE< IRRIGATION OR OTHER WORK
- * FINAL PAYMENT TO BE MADE UPON COMPLETION
- * BACKFILL FOR TREES AND PLANT MATERIAL TO BE NATIVE SOIL.
- * MACHINE ACCESS TO BE PROVIDED BY OTHERS
- * PLEASE NOTE WHILE LMI COLORADO WILL MAKE ALL REASONABLE EFFORTS TO SECURE THE SPECIFIED PLANT MATERIALS, MARKET CONDITIONS OF NURSERY STOCK MAY REQUIRE PLANT SUBSTITUTION WITH PRIOR APPROVAL.
- * HAND WATERING HAS NOT BEEN INCLUDED IN ABOVE PRICING AND WILL BE BILLED AT T&M RATES.

PROPOSAL INCLUDES:

- * ONE YEAR WARRANTY ON ALL IRRIGATION PARTS AND LABOR
WARRANTY PERIOD - WARRANTY DOES NOT COVER MATERIAL DAMAGE CAUSED BY VANDALISM, ACCIDENT, OR UNCONTROLLABLE ACTS OF NATURE, WHICH INCLUDES BUT IS NOT LIMITED TO HIGH WINDS, DROUGHT, ICE OR SNOW.
- * ONE YEAR WARRANTY ON ALL TREES, SHRUBS AND GROUNDCOVER
PLANT MATERIAL COVERED BY LIMITED WARRANTY, ANY OF WHICH DIES DURING THE WARRANTY PERIOD WILL BE REPLACED WITH LIKE VARIETY AND ORIGINAL SIZE, ONE TIME.
AS A CONDITION OF THIS LIMITED WARRANTY, PLANT MATERIAL MUST BE PROPERLY MAINTAINED DURING THE WARRANTY PERIOD. THIS LIMITED WARRANTY DOES NOT COVER THE DEATH OF PLANT MATERIAL CAUSED BY VANDALISM, ACCIDENT, PET DAMAGE, OR UNCONTROLLABLE ACTS OF NATURE, WHICH INCLUDES BUT IS NOT LIMITED TO, HIGH WINDS, DROUGHT, ICE, OR SNOW.
- * ALL TAXES ASSOCIATED WITH NEW CONSTRUCTION
- * PRICE GUARANTEED FOR 30 DAYS FROM DATE OF PROPOSAL

PROPOSAL EXCLUDES:

- * ANY AND ALL ITEMS NOT SPECIFICALLY LISTED AS A LINE ITEM ON PROPOSAL
- * WINTER WATERING UNLESS SPECIFIED ABOVE
- * TRAFFIC CONTROL
- * PERMITS & INSPECTION FEES
- * DAVIS BACON AND/OR OTHER SPECIAL WAGES
- * ALL SLEEVING AND BORING NOT COORDINATED PRIOR TO ASPHALT AND/OR CONCRETE PAVING
- * UNANTICIPATED UNDERGROUND OBSTRUCTIONS
- * EXCAVATION OF ROCK IF DISCOVERED DURING SUBGRADE PLANTING AND

IRRIGATION: ADDITIONAL FEES MAY APPLY

- * AREA DRAINS AND DRAIN LINES, UNDERGROUND DRAINAGE, DRAINAGE GRAVEL & PIPE
- * FENCING, SITE FURNISHINGS, GRASSPAVE AND ANCHORS FOR TREES, ALL HARDSCAPES AND SITE FURNISHINGS NOT LISTED.
- * TREE TRANSPLANTING, TREE GRAGRATES, TREE PROTECTION
- * PRIVATE UTILITIES LINE LOCATION

By _____

Marcia Pryor

Date 2/19/2026

LMI Colorado

By _____

Date _____

Roxborough Village Metro District

Rox Village Metro District Parcel NB Rampart Range



2/18/2026, 12:59:43 PM

Parcels

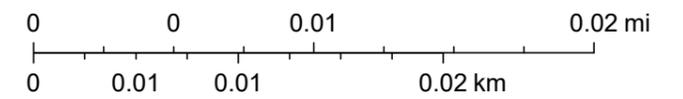
Image

Red: Red

Green: Green

Blue: Blue

1:446



Map data © OpenStreetMap contributors, Microsoft, Facebook, Google, Esri Community Maps contributors, Map layer by Esri

TEMPORARY CONSTRUCTION EASEMENT

THIS GRANT OF EASEMENT (the “Easement”) made this _____ **DAY OF** _____, **20__**, between **ROXBOROUGH VILLAGE METRO DISTRICT**, a quasi-governmental agency, whose principal address is c/o RS Wells LLC at 8390 E Crescent Pkwy, Ste 500, Greenwood Village, CO 80111 (hereinafter “**Grantor**”), and the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO**, a political subdivision of the State of Colorado, whose address is 100 Third Street, Castle Rock, Colorado 80104 (hereinafter “**Grantee**”)

WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of **TEN DOLLARS AND NO CENTS (\$10.00)** and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and by these presents does hereby grant, sell, bargain, and convey to Grantee, its successors and assigns, a temporary construction easement for the purpose of constructing roadway, utility and drainage improvements all over, upon, across, and under that certain tract of land, situated in the County of Douglas, State of Colorado, described as follows:

See Exhibit “A”, as depicted in the illustration prepared by Douglas County Special Projects Engineering, attached hereto and incorporated herein by reference (the “Easement Area”).

TOGETHER WITH the right of ingress and egress over said Easement Area for the purpose of grading slopes, removing excess soil material, depositing fill material and moving equipment and personnel as may be necessary to construct road, drainage and utility improvements associated with the SP2025-019 Geopolymer Lining Projects Project (the “Project”). Grantee shall have the full right and authority to make all improvements necessary to enjoy the Easement, which includes modifying the existing slopes and performing the excavation and/or embankment related to the cut and fill slopes for the Project.

Grantee shall have the full right and authority to use the Easement Area as a general construction staging area, which shall include the storage of construction equipment and the stockpiling of construction materials. Grantor shall retain the right to use the surface of the Easement Area for ingress and egress, insofar as such use and occupancy is consistent with and does not impair Grantee's full employment of the rights herein granted.

Grantor acknowledges that trees, shrubs, vegetation and/or landscaping improvements may be removed or damaged within the Easement Area to accommodate the cut and fill slopes and/or movement of construction equipment associated with the Project. Grantor shall be responsible for transplanting or relocating any trees or landscaping improvements it may wish to save prior to construction that have been identified by Grantee as to be removed. Grantee shall not be responsible for the survival of any trees that are replaced or transplanted. Grantee shall take reasonable precautions to protect the vegetation adjacent to the Easement Area and shall reseed and mulch all disturbed areas.

Grantee shall install temporary fencing consisting of 4-strand smooth wire (or barbed wire if requested by Grantor) with metal T-posts along the boundary of the Easement Area to isolate the work area from the remaining tract of land. Grantee shall reset or install any disturbed permanent fencing within the Easement Area with like kind materials at locations to be identified by Grantor once the final grading and seeding of the slopes is completed. Grantor agrees to leave the temporary fencing materials in place for a period of two (2) years after substantial completion of the Project to help ensure new vegetation is re-established along any disturbed slopes, after which time said fencing materials shall be removed by Grantee at its sole cost and expense.

All existing sidewalks, trails, driveways, street entrances or curb cuts within the Easement Area disturbed during construction shall be replaced with like kind materials by Grantee.

This Easement shall terminate two (2) years after substantial completion of the Project, or thirty six (36) months from the date of execution of the Easement, whichever shall occur first. This Easement shall be binding and inure to the benefit of the parties hereto, their successors and assigns, and shall run with the land.

IN WITNESS WHEREOF, Grantor has executed this deed on the date set forth above.

**ROXBOROUGH VILLAGE METRO DISTRICT,
a quasi-governmental agency**

Attest:

By: _____
By: _____
Name: _____
Name: _____
Title: _____
Title: _____

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____ as _____ and _____ as _____ of _____, a _____ corporation.

Witness my hand and official seal

S E A L

Notary Public

My commission expires: _____

PROPOSAL

FOR

PROFESSIONAL JANITORIAL SERVICES

January, 2026

PREPARED FOR Roxborough Community Park

PROJECT LOCATION: 7671 North Rampart Range Road, Littleton, CO, 80125

SERVICE FEES:

1. 1x per week janitorial service **\$540.00 per month**
2. Initial cleaning service; steam cleaning floor; wiping down all fixtures & surfaces: **\$175 per service**
3. Air freshener- **\$35.00 per item**

All labor, chemicals, equipment, paper products, hand soap and applicable taxes needed to perform these services are included in the final price.

We carry contractor's public liability and property damage insurance. All of our employees are covered by workers compensation insurance, and we pay all federal old age benefits and state unemployment insurance tax.

ALL WORK IS 100% GUARANTEED

TERMS OF PAYMENT: NET 30 DAYS

TERMS OF SERVICES CANCELTION:

EITHER PARTY MAY TERMINATE our CONTRACT BY NOTICE, IN WRITING TO THE OTHER PARTY. NOTICE TO BE GIVEN AT LEAST 30 DAYS PRIOR TO THE EFFECTIVE DATE OF SUCH TERMINATION, UNLESS EARLIER, AS MUTUALLY AGREED ON.

ACCEPTANCE: The prices, specifications, and conditions of this page and accompanying pages of this proposal are valid for 90 days.

METRO MAINTENANCE, INC.

SIGNATURE: _____
PRINT NAME: Milen Peev
JOB TITLE: President
DATE: 01/29/2026

ROCKS BURROW COMMUNITY PARK

SIGNATURE: _____
PRINT NAME: _____
JOB TITLE: _____
DATE: _____



Estimate # 00582-E

Client Information

Client: Roxborough Village Metropolitan District
Client Address: ste 150 141 Union Boulevard, Lakewood, CO 80228
Client Phone: (303) 987-0835
Client Email: pripko@sdmsi.com
Project Address: 7671 North Rampart Range Road Parking lot, Littleton, CO 80125 (Roxborough Village)
Job Site Contact: Peggy Ripko

Proposed Work

DESCRIPTION	PRICE
Forestry - Mastication (Non-Taxable) Mastication of the areas marked in red on the map. Primary target species is rabbitbrush. Thin by establishing a mosaic patchwork of clumps and open areas.	\$ 3,600.00
Forestry - Hand Treatment (Non-Taxable) Handwork in the area marked on the map in purple. Remove dead trees and trees <4" in diameter in an 8' border. Raise any trees >4" in diameter to a height of 10' or 1/3 tree height (whichever is less).	\$ 2,600.00
Forestry - Hand Treatment (Non-Taxable) Along the fence buffer previously established, cut down the regrowth on the handful stumps showing significant regrowth and apply herbicide.	\$ 1,050.00
Subtotal:	\$ 7,250.00
Tax 0%:	\$ 0.00
Total:	\$ 7,250.00

We thank you for the opportunity to submit the prices and specifications noted above. Please contact us at (720) 793-5273 if you would like to proceed with the quotation.

Acceptance of proposal.
The prices, specifications, and terms and conditions are satisfactory and hereby accepted. N&D Tree Service is authorized to do the work as specified.

Estimator: Logan Ediger

00582-E, Rev 1

Date: Feb 18, 2026

Authorized Signature: _____

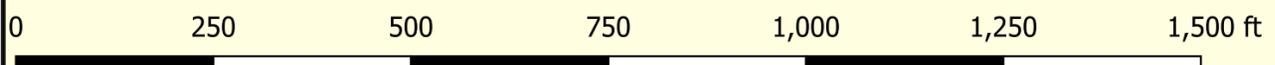
Date: _____



Roxborough 2026 Mitigation

Produced for: Peggy Ripko

Date: 02/18/2026



Legend

- █ Handwork
- █ Mastication



Location	Date	Time	Approved?	Deposit \$100	Deposit Returned	Fee	In Binder?	Voided/ Cashed?	Date Permit Issued	Notes
Rox Community Park/ Softball Field	4/4/2026	9:00 am-3:00 pm	Yes	Yes		NA			2/2/2026	Easter Event
Rox Community Park/ Gazebo	5/25/2026	1:30 pm- 10 pm	Yes	Yes		NA			2/2/2026	High School Graduation Party
Rox Community Park/ Softball Field	5/27/2026	10:30 am-1:30 pm	Yes	waived		NA			2/3/2026	Rox PTIC 5th Grade Picnic
Rox Community Park/ Softball Field	4/4/2026- June 13th 2026	On 4/4/2026 starting at 3pm. Monday- Friday 5pm-7pm, and Saturdays 9am-5pm.	Pending	\$300		\$3,200				KCLL Field Usage -No field use for the week of 5/25

Status	Assigned to	Task	Due Date	Priority	Completed Date	Notes
Dependent	Dir. Glass	Put together greenhouse update for website	6/30/2024			Waiting on photo
Dependent	Dir. Glass	Respond to Farnsworth on latest drawings	1/31/2026			
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	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	Amend HR Green agreement for survey	1/31/2026			
Dependent	SDMS	Tennis court reservation system	9/15/2025			Waiting for credit cards to be set up
Dependent	SDMS	Arvada Pump to complete repairs to pumps	2/28/2026			(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. 1/8- Agreement finalized and uploaded for signature on 1/7. Signed and distributed on 1/8. (1/20) Per Scott, things are on order.
Dependent	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. (1/16/26) Waiting for update re: newsletter so the meeting can be included in that.
Dependent	SDMS- Peggy	Get reimbursed for turf removal grant expenses	6/30/2026			Extension has been granted to 2028. (01/22/26) Waiting on JPL to complete reseeding/weed spraying and CDI to plant flowers.
Dependent	SDMS- Peggy	Set up autopay as approved by Board	1/30/2026			
Dependent	Dir. Glass	Initiate transfer of CORE electric bills from Arrowhead Shores to RVM D	1/31/2026			Board to determine which bills to transfer on 1/12. (1/7/26) Board needs to make a determination of which accounts should be taken over based on mapping and determination of some services can be combined or served by solar/batteries. (2/2/26) Waiting on verification about whether solar is an option.
Dependent	EDI	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. Proposal for service included in Feb. 25 Board meeting.
Dependent	Ireland Stapleton	Draft agreement for trenching	2/6/2026			Sent to Dino on 1/29. (2/2/26) Waiting on approved proposal.
In Progress	Ireland Stapleton	Sign replacements	4/1/2026	High		Postponed from 1/25/2023 meeting. On hold pending Board action. (2/2/26) Board asked Dino to provide condensed Rules & Regs for signs.
In Progress	SDMS- Peggy	Draft newsletter for issuance in March	4/1/2026			E-mailed Board for topics.
In Progress	Dir. Glass	Reach out to DA regarding process for rule enforcement; Obtain "cheat sheet" for tying RVM D 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 RVM D rules and regs to the county and state laws. Ephram will assist with help from deputies.
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. (1/14/26) Passwords have been updated and supplied to IMEG. GIS equipment to be handed to EDI in the next week or so.
In Progress	Dir. Glass	Update GIS passwords and provide to EDI and IMEG	1/31/2026			(01/22/26) Ephram to meet Denver Water on 2/11 to discuss issues. (2/11/26) Ephram met with Denver Water. They said they'd cover any problems with their insurance. RVM D to supply estimate for raising sidewalk at southern crossing to see if Denver Water is willing to fund that cost.
In Progress	Dir. Glass	Find out from Denver Water what their insurance covers regarding water releases and what their water rights are for Little Willow Creek	2/28/2026			

Status	Assigned to	Task	Due Date	Priority	Completed Date	Notes
In Progress	Dir. Prysby	Verify what's the best solution for the culvert replacement at the southern crossing of Little Willow	1/15/2026			
In Progress	Dir. Prysby	Reach out to Peggy 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	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. (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. (1/16/26) Waiting for invoice to be received. (2/2/2026) Electricians coming back 2/9 to finish up. (2/10/26) Ephram submitted the form to have Castle Rock Water reimburse the district.
In Progress	SDMS	Ensure Castle Rock Water pays for or fixes the damage C&L caused	2/28/2026			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	Confirm aeration- 2 solar/1 conventional	4/25/2025			
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. (1/29) The GOCO Community Impact Grants open on 1/30 and are due early March. The district was not awarded the non-motarized grant as the area is to affluent.
In Progress	SDMS- Peggy	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. (12/31/25) Agreement needs to be signed by Ephram and conveyed to the County. (1/16/2026) E-mailed to confirm who to send to at the county. (2/11/2026) County has updated slightly and is taking to Commissioners meeting on 3/10.
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. (1/16/26) We know who to send to, and how to send. Need confirmation of numbers. (1/21) E-mailed the county with updated numbers. Followed up on 1/28. Zeke replied on 2/1; they are having a staff person evaluate and will get back to me. (2/17/26) Folved up with Zeke.
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.

Status	Assigned to	Task	Due Date	Priority	Completed Date	Notes
In Progress	SDMS- Peggy	7168 Red Mesa Dr- contractor driving on District property where there is irrigation	5/1/2026			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. (1/16/26) Per Ephram, gave the homeowner until spring. (10/6/2025) Ephram to share files with info@ account for copying. (12/9/25) Ephram sent files. Peggy to finish this up shortly. (1/16/26) Calendar is done; tasks are started.
In Progress	SDMS- Peggy	Look into a shared calendar with agenda tasks, etc.	9/30/2025			Started on 1/26; e-mailed Board for guidance. (2/2/26) Cliff to ask Kleer about setting things up.
In Progress	SDMS- Peggy	Kleer Card- get set up	1/15/2026			16B and along fenceline. E-mailed N&D on 1/27. (2/2/26) Ephram to meet with N&D on 2/3. (2/17/2026) Followed up with N&D; requested proposal for 2/25 board meeting.
In Progress	SDMS- Peggy	Proposal for fire mitigation	1/30/2026			E-mailed Brendan on 1/29. Proposal received on 1/29. Updates requested on 2/10.
In Progress	SDMS- Peggy	Confirm trenching with EDI	2/6/2026			
In Progress	Ireland Stapleton	Draft amended Service Plan	8/1/2026			
In Progress	Dir. Glass	Receive new tree planting proposals				
Open	Dir. Prysby	Provide old covenants to Ephram & Dino	1/30/2026			
Open	SDMS	Initiate attempt to get Preble's Pond pump working	5/31/2026			Needed to retain water rights. Ask Browns Hill Engineering to take a look at it.
Open	SDMS	Renew SDA registration	3/1/2026			
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. EDI to be invited to observe and meet Rox Water personnel.
Open	Dir. Prysby	Research other options for stone engraving.	2/20/2026			
Open	Dir. Glass	Add EDI to Mission Communications				Need to renew annual agreement with Mission Communications and reset logins and passwords
Open	EDI	Reprogram combo lock at pumps	3/1/2026			
Recently Completed	SDMS	Send list of addresses to Foothills and request list of RVMD residents from them	1/31/2027		2/5/2026	This is an annual requirement per the IGA with Foothills
Recently Completed	Dir. Glass	Draft follow-up survey	11/1/2025		2/9/2026	(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.
Recently Completed	EDI	Verify load on Arrowhead Shores electric meters is just from the irrigation controllers and provide solar proposals to disconnect them from the grid	1/31/2026		2/3/2026	The concept is to test solar on the NE corner of V. Cir. East/West and Rampart where power was disconnected. If that works well, it can be considered for other locations.
Recently Completed	IMEG	Add new power source field and troubleshoot receiver issue	1/31/2026		2/11/2026	
Recently Completed	SDMS- Peggy	Perform all steps needed to initiate posting of a Field Supervisor job	9/1/2025		2/10/2026	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. Posted on Indeed on 2/10.
Recently Completed	SDMS- Peggy	Look into wifi for fire stations	1/10/2026		1/28/2026	(1/16/26) We can use comcast; need to get log-in
Recently Completed	SDMS- Peggy	Reserve rooms for 2026	12/23/2025		2/10/2026	Fire station- email sent on 12/17. (01/22/26) Peggy to verify all rooms that can be reserved and identify which ones need to be remote meetings. Update meeting invites as needed.
Recently Completed	Dir. Glass	Work with Debbie to identify new trees to be planted	2/28/2026		1/30/2026	
Recently Completed	Dir. Linhardt	Send camera URL to Board	10/6/2025		2/18/2026	(01/22/26) Cliff is getting a proposal.
Recently Completed	SDMS- Peggy	Inspect Mule Deer and Crystal Lake playgrounds and identify what does not meet code	12/31/2025		2/9/2026	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. Work done; invoice to be sent when the report is ready. (1/20) Report and invoice sent on 1/20; Angela confirmed receipt and confirmation of address. Check received on 2/9/2026.

Status	Assigned to	Task	Due Date	Priority	Completed Date	Notes
Recently Completed	SDMS- Peggy	Execute main parking lot asphalt repair contract with Chavez	1/31/2026		2/10/2026	
Recently Completed	SDMS- Diana	Add easy link to current meeting agenda to website	2/28/2026		1/29/2026	E-mailed Diana on 1/29.
Recently Completed	SDMS- Peggy	Send Gemsbok meeting attendance for 1/28	1/29/2026		1/29/2026	
Recently Completed	SDMS- Peggy	Upload minutes for signature; get posted	1/30/2026		1/29/2026	Uploaded on 1/29.
Recently Completed	SDMS- Peggy	Finalize resolution and upload for signature. Post when executed.	1/30/2026		1/29/2026	Uploaded on 1/29.
Recently Completed	Dir. Glass	Reach out to sign company for stone engraving.	2/20/2026		2/6/2026	Contacted on 1/29. (2/2/26) AdLight is working on a proposal. Recieved on 2/6. Requested on 1/30. (2/2/26) EDI is working on a proposal. Proposal recieved; needed to be updated. Requested on 2/10; reply added to proposl for Board review.
Recently Completed	SDMS- Peggy	Get proposal for engraving from EDI.	2/20/2026		2/11/2026	
Recently Completed	SDMS- Peggy	Get audit engagement letter executed	2/6/2026		1/29/2026	Uploaded on 1/29. Sent to Gemsbok on 1/29 and they have send to auditor.
Recently Completed	Ireland Stapleton	Agreement for Ark	2/13/2026		1/29/2026	Info sent to Dino on 1/29.
Recently Completed	SDMS- Peggy	Follow up re: trail grant	1/29/2026		1/29/2026	E-mailed Charlie on 1/29. I updated the other grant item.
Recently Completed	Dir. Linhardt	Contact Kleer re: the need for a SSN	2/13/2026		2/18/2026	
Recently Completed	Dir. Glass	Get proposal to fix various concrete sections	4/1/2026		2/16/2026	Broken concrete in Community Park parking lot, Airplane Park, and Marmot Ridge Park
Recently Completed	EDI	Fix leaf filled valve box at Airplane Park	4/1/2026		2/12/2026	
Recently Completed	EDI	Fix drain at Airplane Park	5/1/2026		2/12/2026	
Recently Completed	Chavez	Provide feedback on open arch culvert	3/1/2026		2/4/2026	

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	\$ 2,318.68
Total	\$ 26,304.26
Budgeted	\$ 24,564.00
YTD	\$ 26,304.26
Remaining	\$ (1,740.26)
Percent	107.1%

2026	
Month	Billed
January	\$ 1,948.31
February	
March	
April	
May	
June	
July	
August	
September	
October	
November	
December	
Total	\$ 1,948.31
Budgeted	\$ 30,180.00
YTD	\$ 1,948.31
Remaining	\$ 28,231.69
Percent	6.5%