ROXBOROUGH VILLAGE METROPOLITAN DISTRICT

141 Union Boulevard, Suite 150 Lakewood, Colorado 80228-1898 Tel: 303-987-0835 • 800-741-3254

Fax: 303-987-2032

https://www.roxboroughmetrodistrict.org/

NOTICE OF SPECIAL MEETING AND AGENDA

Board of Directors: Office: Term/Expires: **Ephram Glass** President 2027/May 2027 Vice President Debra Prysby 2027/May 2027 Mark Rubic Treasurer 2025/May 2025 Travis Jensen Secretary 2025/May 2025 Brendan Coupe **Assistant Secretary** 2025/May 2025

DATE: November 12, 2024

TIME: 6:00 p.m.

LOCATION: Roxborough Intermediate School

7370 Village Circle East, Littleton, CO 80125

Google Meet joining info meet.google.com/orp-chss-fdc

(US) +1 337-704-7799 PIN: 182 259 057#

I. ADMINISTRATIVE MATTERS

- A. Disclosure of Potential Conflicts of Interest.
- B. Additions/Deletions/Approval of Agenda.

II. PUBLIC COMMENTS/HOMEOWNER REQUESTS

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.

^{*} 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.

III. BOARD DISCUSSION MATTERS

- A. Review and discuss the proposed 2025 District Budget in preparation of the November 20th Budget meeting. Ensure SDMS is on track to publish Budget Meeting notice as required.
- B. Discuss the HOA cost allocations for maintenance issue and possible next steps.
- C. Discuss and review playground equipment replacement for the proposed Community Park playground site and what additional information or proposals are needed to determine next actions needed. (enclosure)
- D. Discuss contract issue concerning Ace Tree Care's agreement for fire mitigation (stating upwards of 200 hours of additional billed work for handwork for areas that were expected to be included in the agreed upon contract price). (enclosure of the contract).
- E. Discuss approval of DC2's invoice that was billed above the contract price. (enclosure)
- F. Discuss approval of Farnsworth bill for overage on GIS work. (enclosure)
- G. Review and discuss the proposed language in the draft letter to property owner(s) concerning debris (fence material) on District owned/managed property. (enclosure).
- H. Review Douglas County land maintenance map for a proposed maintenance agreement that is being negotiated with Douglas County for medians and roadsides. (enclosure).
- I. Review the map for the invasive trees to be removed and the dead trees proposed to be removed that was provided following the October 16th meeting. (enclosure).
- J. Discuss request from resident of Roxborough Park to install a memorial bench on the hogback. (enclosure)
- K. Updates on the following items:
 - 1. District signage;
 - 2. Chatfield Farms planter project;
 - 3. Douglas County updates on proposed maintenance agreement for medians and roadsides; Waterton Rd safety, and Executive Homes drainage issues (enclosure)

- 4. Information or proposal(s) for repairs/maintenance of playground equipment throughout the District;
- 5. Chatfield Farms Playground Spinner Equipment;
- 6. Turf replacement (xeriscape) project;
- 7. Soccer field swale project;
- 8. Broken electric line under N Rampart Range Road repair project; (enclosure)
- 9. Status of the holiday lights purchase and display;
- 10. Additional information received from Legal and SDMS dealing with estimates of the costs to set up the administrative framework in order to have District employees; and
- L. Discuss updates on newsletter topics to be sent out to the community regarding items that are completed, in progress, or soon to be initiated and survey to gather suggestions from the community on what they'd like to see the District do or improve.
- M. Discuss issues removing algae from Preble's Pond and consider installation of aeration equipment.
- N. Discuss state requirements for electric landscaping tools during the summer months. The ruling is effective January 1, 2025.
- O. Discuss eReferral SB2024-060 for further development of Sterling Ranch.
- P. Environmental Committee Update.
- Q. 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.

IV. OTHER MATTERS

- A. Discuss when a contract agreement is warranted.
- B. Other
- V. PUBLIC COMMENTS/HOMEOWNER REQUESTS
- VI. ADJOURNMENT

THE NEXT REGULAR MEETING IS SCHEDULED FOR NOVEMBER 20, 2024.

Since 1988

ĀĀ

PlayWell

Athletic, Park, and Playground Equipment

Arkansas | Colorado | Oklahoma | New Mexico | Texas



203A State Highway 46 East, Boerne, TX 78006 (972) 488-9355 or (800) 726-1816 | Fax (800) 560-9150

www.playwellgroup.com



References and Projects





Douglas County School District Platte River Academy

Alan McQueen - Director of Operations 4085 Lark Sparrow St. Highlands Ranch, CO 81026 amcqueen@prak8.org 303-221-1070

Playground & Surfacing - \$250K Project Manager - Jason Gruwell

Products Include: Hybrid (2-12) Play Equipment w/ Crawl Net-ix Tube, Hex Net Hub Climber, SpinMax Orbit, Mini-Go-Round & Swings

Estes Valley Recreation & Park East Portal Playground

Estes Valley Recreation & Park District 660 Community Dr. Estes Park, CO 80517 zenda@evrpd.com 970-342-5723 Playground - \$95K

Products Include: Hybrid (5-12)
Play Equipment with emphasis on mountain themed playground

Jason Gruwell has my highest recommendation and I feel very fortunate to have chosen Playwell Group, Inc. He is a huge asset to their organization - Zenda Smith

Byers School District Byers Elementary

Tom Turrell - Superintendent 444 East Front St. Byers, CO 80103 turrell.tom@byers.k12.co.us 303-822-5292 Playground & EWF- \$345K Project Managers -Jason Gruwell

D.us Products Include:

Basketball Hoop & Volleyball Net
3 Playgrounds at different sites:

3 Playgrounds at different sites: Hybrid (5-12) for Kindergarten, 1st - 3rd and 4th - 6th.



References and Projects



Highlands Ranch Metro District Plum Valley Park

Taylor Irelan - Project Manager 10230 W. Westridge Village Pwky. Highlands Ranch, CO 80129 tirelan@highlandsranch.org 720-234-7805 Playground & Surfacing - \$215K Project Manager - Jason Gruwell

Products Include: Hybrid (2-12)
Play Equipment, Zip Line & PIP
Surfacing



City of Fort Morgan Fieldhouse Playground

Matt Underwood - Director of Community Services 110 Main Street Fort Morgan, CO 80701

matt.underwood@cityoffortmorgan.com

970-370-6563

Playground & Surfacing with emphasis on ADA accessibility - \$251K Project Manager - Jason Gruwell

Products include: Hybrid Playground & Poured in Place Rubber w/ design



Buckley Air Force Base Rocky Mountain Lodge

Joshua Coleman -345 S. Beaver Creek St. Bldg 332 Buckley, AFB, CO 80011 joshua.coleman.7@spaceforce.mil 720-847-5899 ext 5 Playground, Fabric Shade & PIP Surfacing - \$437K Project Manager - Jason Gruwell

Products Include: Hybrid (5-12) & (2-5) Play Equipment, Cantilever Shade Structure & PIP Surfacing



Options

Option

#1

I apologize, I know our quotes can be confusing. I always feel it necessary to clarify. For an all-in (turn-key) price please add the following quotes together:

PlayWell Quote = Product
PlayWorks Quote = Install/Labor
Lumps Sum Grand Total = \$179,302.41



www.playwellgroup.com 800-726-1816 505-296-8900 (fax)

QUOTATION QUOTE# 25058

10/14/2024

Athletic, Park, and Playground Equipment Serving Colorado, Texas, New Mexico, Oklahoma, and Arkansas since 1988

BILL TO:

Roxborough Village Metropolitan District Accounts Payable 141 Union Boulevard Suite 150 Lakewood, CO 80228

Phone: (303) 987-0835

SHIP TO:

Roxborough Village Metropolitan District Roxborough Community Park Scott Humphrey-Redwood Precision Lndscp. 10630 Pronghorn Place Franktown, CO 80116

Phone: (720) 384-5253

CUST. PO#	TERMS	SALES REP	COUNTY			QUOTE EXPIRA			
	NET 30	JRG	,	JEFFERSON		11/	<mark>13/2024</mark>		
ITEM	DESCRIPTIO	N	QTY LIST PRICE DIS		DISC. PRICE		DISC. PRICE		TOTAL
	OPTION 1								
	PLAYCRAFT SYSTEMS, INC								
PR-R5	R5 CUSTOM PLAY SYSTEM (R50330	CEDA)	1	87206.22		83,717.97	83,717.97		
PC-2476	SPIN MAX, TOWER	,	1	8465.28		8,126.67	8,126.67		
SHIP	SHIPPING & HANDLING		1	11872.57		11,872.57	11,872.57		

	R 30 DAYS. Product will be ordered upon recleposit. Please email or fax all pages. OUR DEPOSIT TO:	eipt of written	SUB1	OTAL	\$103,717.21
THE PLAYWELL G 203A STATE HIGH BOERNE, TX 78000 Date	WAY 46 EAST		SALE	S TAX (0.0%)	\$0.00
will be applied to s	E NOTICE: Effective July 1, 2023, a credit card ales settled by credit card. No fees apply to person, and wire transfer. Sorry no C.O.D. orders		то т	Γ <mark>AL</mark>	\$103,717.21



www.playwellgroup.com 800-726-1816 505-296-8900 (fax)

INSTALLATION QUOTE

QUOTE#

10/14/2024

12155

Athletic, Park, and Playground Equipment Serving Colorado, Texas, New Mexico, Oklahoma, and Arkansas since 1988

BILL TO:

Roxborough Village Metropolitan District Accounts Payable 141 Union Boulevard Suite 150 Lakewood, CO 80228

Phone: (303) 987-0835

INSTALLATION SITE:

Roxborough Village Metropolitan District Roxborough Community Park Ephram Glass 7671 North Rampart Range Road Littleton, CO 80125

Phone: (303) 987-0835

CUST. PO#	TERMS	SALES REP	COUNTY		QUOTE EXPIRATIO	
	NET 30	JRG	JEFFERSON		11/13/2024	
ITEM	DESCRIPTION	ON	QTY	LIST PRIC	E	TOTAL
	OPTION 1					
	EQUIPMENT DELIVERED AND INST	TALL BY REDWOOD'S				
INSTALL-REDWOODS	INSTALL R5 CUSTOM PLAY SYSTE	M (R5033CEDA)	1	28,13	31.05	28,131.05
INSTALL-REDWOODS	INSTALL SPIN MAX, TOWER	,	1	2,73	30.73	2,730.73
	INSTALLED BY BEDROCK SLINGE	RS				
INSTALL-BEDROCK	SITE WORK: EXCAVATION AND RE SOIL TO A DEPTH OF 13" BELOW AND INSTALL 2 DRY WELLS	-	1	10,1	21.58	10,121.58
INSTALL-BEDROCK	EWF: PURCHASE OF EWF		114	:	27.86	3.176.04
INSTALL-BEDROCK	EWF: DELIVERY AND INSTALLATION EWF AT A 12" COMPACTED DEPTHER TRUCK	,	114	;	22.84	2,603.76
INSTALL-BEDROCK	FABRIC: PURCHASE OF FABRIC W	/ITH PINS	2,300		0.14	322.00
INSTALL-BEDROCK	FABRIC: DELIVERY AND INSTALLA	ATION OF 2,300 SF OF	2,300		0.20	460.00
INSTALL-BEDROCK	CONCRETE CURBING: PURCHASE	OF CONCRETE	112	4	44.85	5,023.20
INSTALL-BEDROCK	CONCRETE CURBING: FORM AND 36" OF GREY CONCRETE CURBIN #3 REBAR, CONTROL JOINTS AND THE TOP ONLY	112	14	45.97	16,348.64	
INSTALL-BEDROCK	CONCRETE MOW BANDED: PURC	HASE OF CONCRETE	70		19.49	1,364.30















Athletic, Park, and Playground Equipment Serving Colorado, Texas, New Mexico, Oklahoma, and Arkansas since 1988

www.playwellgroup.com 800-726-1816 505-296-8900 (fax)

INSTALLATION QUOTE

QUOTE#

12155

10/14/2024

BILL TO:

Roxborough Village Metropolitan District Accounts Payable 141 Union Boulevard Suite 150 Lakewood, CO 80228

Phone: (303) 987-0835

INSTALLATION SITE:

Roxborough Village Metropolitan District Roxborough Community Park Ephram Glass 7671 North Rampart Range Road Littleton, CO 80125

Phone: (303) 987-0835

CUST. PO#	TERMS	SALES REP	COI	JNTY	QUO	TE EXPIRATION	
	NET 30	JRG	JEFFERSON			11/13/2024	
ITEM	DESCRIPTION	ON	QTY	LIST PRIC		TOTAL	
INSTALL-BEDROCK	CONCRETE CURBING: FORM AND 14" OF GREY CONCRETE CURBIN #3 REBAR, CONTROL JOINTS AND THE TOP ONLY	G. THIS INCLUDES 1 -	70		75.77	5,303.90	
QUOTE VALID FO	R 30 DAYS. Install will be ord deposit.	lered upon receipt of	written	TOTAL		\$75,585.20	
PLEASE REMIT PA PLAYWORKS, INC 203A STATE HIGH).			VISA	asterCar	DISCOVER	

203A STATE HIGHWAY 46 EAST BOERNE, TX 78006

Signature

CASH CHECK

CREDIT CARD FEE NOTICE: Effective July 1, 2023, a credit card usage fee of 3.5% will be applied to sales settled by credit card. No fees apply to payment by ACH, check, money order, and wire transfer. Sorry no C.O.D. orders

Roxborough Community Park - Opt #1 SITE PLAN

ADA ACCESSIBILITY GUIDELINES - ADAAG CONFORMANCE

 ELEVATED
 ACCESSIBLE
 RAMP ACCESSIBLE
 GROUND
 TYPES

 10
 5/5
 0/0
 11/3
 7/3



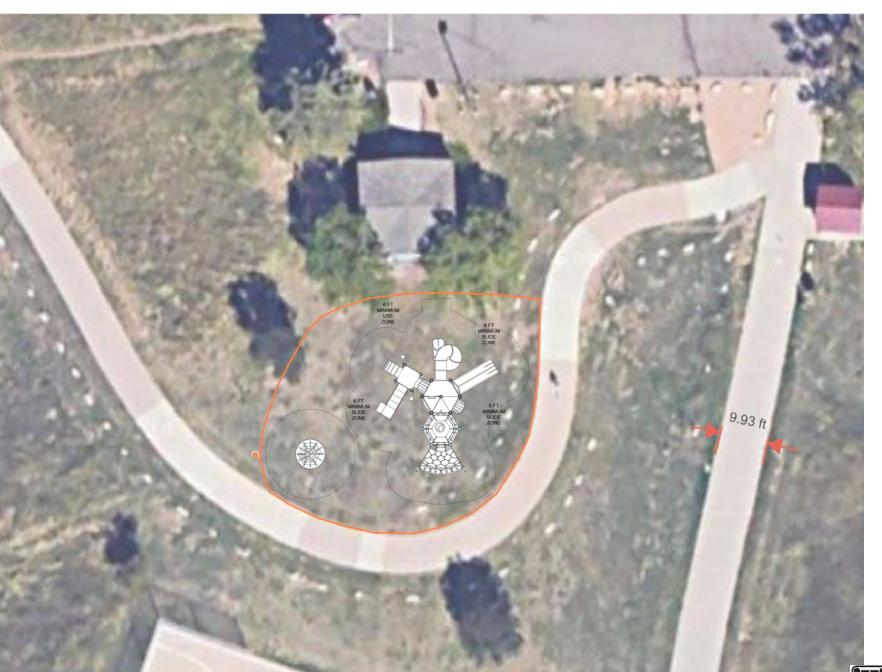
FOR KIDS AGES 5-12

GENERAL NOTES

This Preliminary Site Plan is based on measurements that were provided in the initial planning phase. All dimensions must be verified prior to the submission of a purchase order. Playcraft Systems will not be held responsible for any discrepancies between actual dimensions and dimensions submitted in the planning phase.

The Minimum Use Zone for a play structure is based on the product design at the time of proposal. Components and structure designs may be subject to change which may affect dimensions. Therefore, before preparing the site, we strongly recommend obtaining final drawings from the factory (available after the order is placed and included in the Assembly Manual).

WARNING: Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSC'S Handbook For Public Playground Safety, Section 4: Surfacing.



PROJECT # DATE

R5033CEDA 10/10/2024 The PlayWell Group, Inc.

MIN. USE ZONE 60' x 19' (18.288m x 5.512m)









PlayWell

Roxborough Community Park



















Roxborough Community Park - Opt #1 SW VIEW





STRUCTURE # PROJECT # DATE

R5033CEDA R5033CEDA 10/10/2024



Roxborough Community Park - Opt #1 NE VIEW







R5033CEDA R5033CEDA 10/10/2024



Roxborough Community Park - Opt #1 TOP VIEW

ADA ACCESSIBILITY GUIDELINES - ADAAG CONFORMANCE

ACCESSIBLE RAMP ACCESSIBLE GROUND **TYPES ELEVATED** 6/3 5/5 0/0 10/3 10

MAX FALL HEIGHT 144

CHILD CAPACITY 120

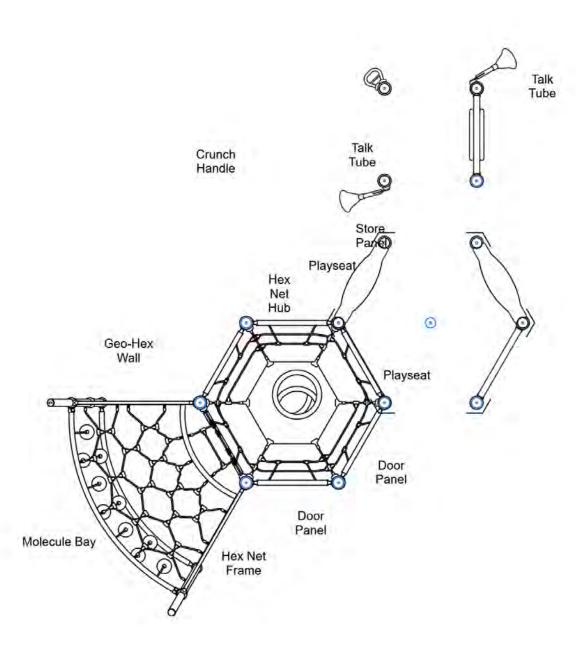
R5

FOR KIDS **AGES** 5-12

GENERAL NOTES

This conceptual plan is based on information provided prior to construction. Detailed site information, including the following, should be obtained, evaluated, and utilized in the final project design. Exact site dimensions, topography, existing utilities, soil conditions and drainage solutions.

WARNING: Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSC'S Handbook For Public Playground Safety, Section 4: Surfacing.



STRUCTURE # PROJECT# DATE

R5033CEDA R5033CEDA 10/10/2024

The PlayWell Group, Inc.

MIN. USE ZONE 40' x 38' (12.114m x 11.436m)



Roxborough Community Park - Opt #1 TOP VIEW

ADA ACCESSIBILITY GUIDELINES - ADAAG CONFORMANCE

ACCESSIBLE RAMP ACCESSIBLE GROUND **TYPES ELEVATED** 10/3 6/3 5/5 0/0 10 CHILD CAPACITY 120 MAX FALL HEIGHT 144

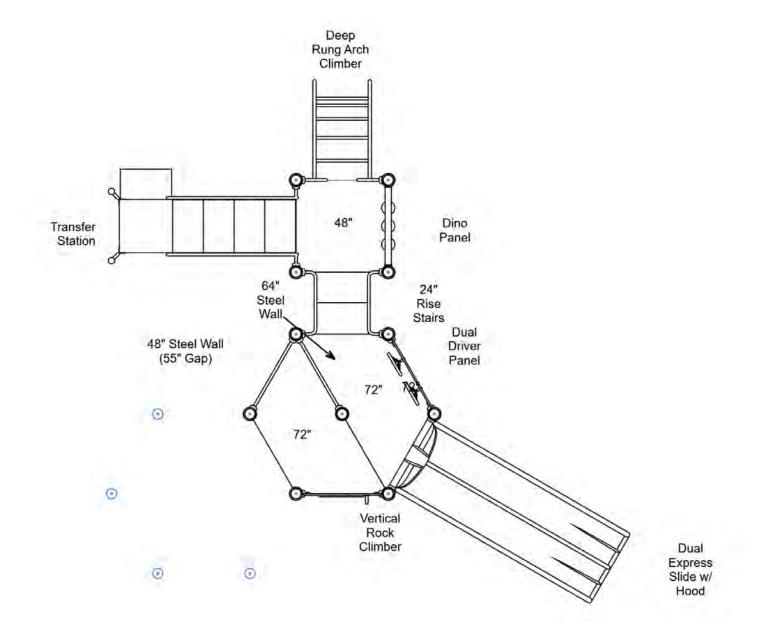
R5



GENERAL NOTES

This conceptual plan is based on information provided prior to construction. Detailed site information, including the following, should be obtained, evaluated, and utilized in the final project design. Exact site dimensions, topography, existing utilities, soil conditions and drainage solutions.

WARNING: Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSC'S Handbook For Public Playground Safety, Section 4: Surfacing.



STRUCTURE # PROJECT# DATE

R5033CEDA R5033CEDA 10/10/2024

The PlayWell Group, Inc.

MIN. USE ZONE 40' x 38' (12.114m x 11.436m)



Roxborough Community Park - Opt #1 TOP VIEW

ADA ACCESSIBILITY GUIDELINES - ADAAG CONFORMANCE

 ELEVATED
 ACCESSIBLE
 RAMP ACCESSIBLE
 GROUND
 TYPES

 10
 5/5
 0/0
 10/3
 6/3

MAX FALL HEIGHT 144

CHILD CAPACITY 120

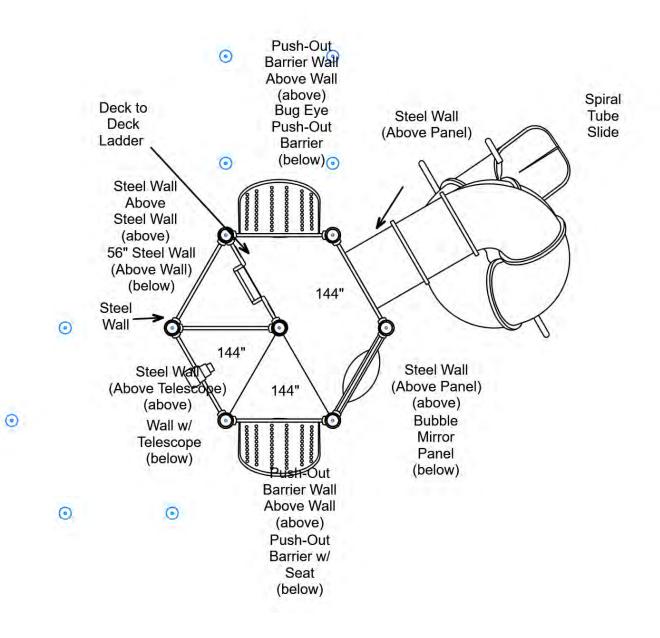
R5

FOR KIDS AGES 5-12

GENERAL NOTES

This conceptual plan is based on information provided prior to construction. Detailed site information, including the following, should be obtained, evaluated, and utilized in the final project design. Exact site dimensions, topography, existing utilities, soil conditions and drainage solutions.

WARNING: Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSC'S Handbook For Public Playground Safety, Section 4: Surfacing.



STRUCTURE # PROJECT # DATE R5033CEDA R5033CEDA 10/10/2024

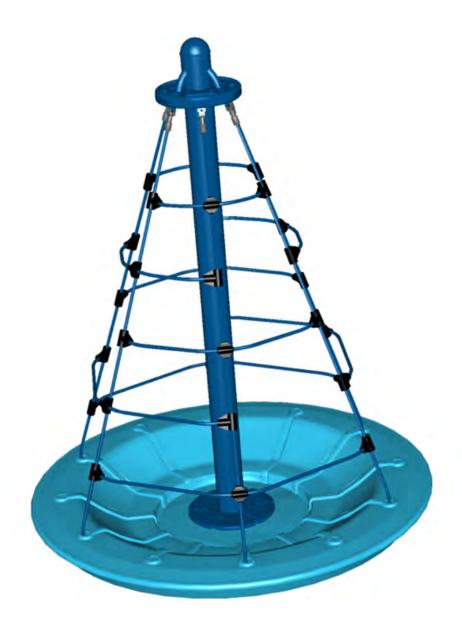
The PlayWell Group, Inc.

MIN. USE ZONE 40' x 38' (12.114m x 11.436m)



Roxborough Community Park - Opt #1 SW VIEW





STRUCTURE # PROJECT # DATE abc R5033CEDA 10/10/2024



Roxborough Community Park - Opt #1 TOP VIEW

ADA ACCESSIBILITY GUIDELINES - ADAAG CONFORMANCE

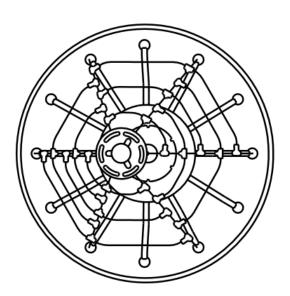
 ELEVATED
 ACCESSIBLE
 RAMP ACCESSIBLE
 GROUND
 TYPES

 0
 0/0
 0/0
 1/0
 1/0
 1/0

 CHILD CAPACITY 8
 MAX FALL HEIGHT
 96

FOR KIDS AGES 5-12

PC 2476 SPIN MAX TOWER



GENERAL NOTES

This conceptual plan is based on information provided prior to construction. Detailed site information, including the following, should be obtained, evaluated, and utilized in the final project design. Exact site dimensions, topography, existing utilities, soil conditions and drainage solutions.

WARNING: Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSC'S Handbook For Public Playground Safety, Section 4: Surfacing.



Roxborough Community Park - Opt #1

Project # R5033CEDA **Date** 10/10/2024

Item / Part Number	Description	Qty
[R5033CEDA]		
HS-1004-R	Collars	134
HS-1004-R35	Collars R35	9
GF-7002	Dome Cap, R5	9
S-1011-R5-11ft	Post, 11ft R5	2
S-1012-R5-12ft	Post, 12ft R5	2
S-1016-R5-16ft	Post, 16ft R5	4
S-1019-R5-19ft	Post, 19ft R5	1
S-1022-R5-22ft	Post, 22ft R5	6
S-1101-R5	Square Deck	1
S-1102-R5	Tri-Deck	2
S-1103-R5	Hex Deck, Half (5 Post)	3
S-1206-24R5	ADA Stairs, 24in Rise w/ Walls (Short)	1
S-1209-36-R5	Transfer Station, 48in-L	1
S-1219-4	Climber, Deep Rung Arch 42-48in	1
S-1237-6R5	Climber, Vertical Rock 66-72in	1
S-1242-6R5	Deck to Deck Ladder (72in Rise)	1
S-1301-1830-S-R5	Wall w/ Telescope	1
S-1301-3475R5	Steel Wall (AboveWall, Single Bar)	1
S-1301-36875R5	Steel Wall (Above Panel)	2
S-1301-55R5	Wall, Steel 48in (55in gap)	1
S-1301-56R5	Steel Wall (Above Wall) 56in	1
S-1301-64R5	Wall, Steel (64in, Behind Ladder)	1
S-1301-R5	Wall, Steel 36in (Standard)	1
S-1301-RSP1675	Push-Out Barrier (Above Wall, Single Bar)	2
S-1306-R5	Double Slide SitDown Hood	1
S-1309-2-R5	Half Walls (Pair) R5	1
S-1325-R5	Steel Wall (Above Telescope, Single Bar)	1
S-1362-13112-R5	Push-Out Barrier (w/ Seat)	1
S-1362-16132-R5	Push-Out Barrier (Bug Eye)	1
S-1603-R5	Bubble Mirror Panel	1
S-1606-R5	Dino Panel	1
S-1615-R5	Store Panel	1
S-1625-2R5	Dual Driver Panel	1
S-1654-R5	Door Panel	2
S-1702-6R5	Slide, Double 66 - 72in (Dual Express)	1
S-1707-12SPR5	Slide, Tube 144in (Spiral, Right)	1



Bill of Materials (Continued)

Roxborough Community Park - Opt #1

Item / Part Number	Description	Qty
S-1803-R5STL	Metal Roof, Hex	1
S-1910-R5	Talk Tube (Post Mounted, Left)	2
S-1925-R5	Hub, Hex Net	1
S-1937-R5	Crunch Handle	1
S-1962-R5	Playseat	2
S-5103	Geo-Hex Wall	1
S-5104	Hex Net Frame	1
S-5204	Molecule Bay	1
spin		
A2-2476	PC 2476 Spin Max, Tower	1



Options

Option

#2

I apologize, I know our quotes can be confusing. I always feel it necessary to clarify. For an all-in (turn-key) price please add the following quotes together:

PlayWell Quote = Product
PlayWorks Quote = Install/Labor
Lumps Sum Grand Total = \$158,908.03



www.playwellgroup.com 800-726-1816 505-296-8900 (fax) QUOTATION

QUOTE # 10/14/2024

Athletic, Park, and Playground Equipment Serving Colorado, Texas, New Mexico, Oklahoma, and Arkansas since 1988

BILL TO:

Roxborough Village Metropolitan District Accounts Payable 141 Union Boulevard Suite 150 Lakewood, CO 80228

Phone: (303) 987-0835

SHIP TO:

Roxborough Village Metropolitan District Roxborough Community Park Scott Humphrey-Redwood Precision Lndscp. 10630 Pronghorn Place Franktown, CO 80116

Phone: (720) 384-5253

CUST. PO#	TERMS	SALES REP	COUNTY			QUOTE EXPIRA	
	NET 30	JRG	,	JEFFERSON		11/	13/2024
ITEM	DESCRIPTION		QTY	LIST PRICE	DISC	. PRICE	TOTAL
	OPTION 2						
	PLAYCRAFT SYSTEMS, INC						
PR-R35	R35 CUSTOM PLAY SYSTEM (R358)	D812A)	1	80472.54		77,253.64	77,253.64
SHIP	SHIPPING & HANDLING	,	1	10972.08		10,972.08	10,972.08

	R 30 DAYS. Product will be ordered upon re eposit. Please email or fax all pages. OUR DEPOSIT TO:	ceipt of written	SUBT	OTAL	\$88,225.72
THE PLAYWELL G 203A STATE HIGH BOERNE, TX 78006 Date	WAY 46 EAST		SALE	S TAX (0.0%)	\$0.00
will be applied to s	NOTICE: Effective July 1, 2023, a credit car ales settled by credit card. No fees apply to er, and wire transfer. Sorry no C.O.D. orders	payment by ACH,	ТОТ	TAL	\$88,225.72



www.playwellgroup.com 800-726-1816 505-296-8900 (fax)

INSTALLATION QUOTE

QUOTE#

10/14/2024

12156

Athletic, Park, and Playground Equipment Serving Colorado, Texas, New Mexico, Oklahoma, and Arkansas since 1988

BILL TO:

Roxborough Village Metropolitan District Accounts Payable 141 Union Boulevard Suite 150 Lakewood, CO 80228

Phone: (303) 987-0835

INSTALLATION SITE:

Roxborough Village Metropolitan District Roxborough Community Park Ephram Glass 7671 North Rampart Range Road Littleton, CO 80125

Phone: (303) 987-0835

CUST. PO#	TERMS	SALES REP	COUNTY		QU	OTE EXPIRATION		
	NET 30	JRG	JEFFERSON		11/13/2024			
ITEM	DESCRIPTION	ON	QTY	LIST PRICE		LIST PRICE		TOTAL
	OPTION 2							
	EQUIPMENT DELIVERED AND INST PRECISION LANDSCAPING	TALL BY REDWOOD'S						
INSTALL-REDWOODS	INSTALL R35 CUSTOM PLAY SYST	EM (R358D812A)	1	25,9	58.89	25,958.89		
INSTALL-BEDROCK	INSTALLED BY BEDROCK SLINGE SITE WORK: EXCAVATION AND RE SOIL TO A DEPTH OF 13" BELOW AND INSTALL 2 DRY WELLS	1	10,121.58		10,121.58			
INSTALL-BEDROCK	EWF: PURCHASE OF EWF		114	27.86		3,176.04		
INSTALL-BEDROCK	EWF: DELIVERY AND INSTALLATION EWF AT A 12" COMPACTED DEPTION TRUCK	•	114	:	22.84	2,603.76		
INSTALL-BEDROCK	FABRIC: PURCHASE OF FABRIC W	/ITH PINS	2,300		0.14	322.00		
INSTALL-BEDROCK	FABRIC: DELIVERY AND INSTALLA FABRIC WITH PINS	ATION OF 2,300 SF OF	2,300		0.20	460.00		
INSTALL-BEDROCK	CONCRETE CURBING: PURCHASE	OF CONCRETE	112		44.85	5,023.20		
INSTALL-BEDROCK	CONCRETE CURBING: FORM AND FINISH 112 LF. OF 8" X 36" OF GREY CONCRETE CURBING. THIS INCLUDES 3 - #3 REBAR, CONTROL JOINTS AND BROOM FINISH ON THE TOP ONLY		112	145.97		16,348.64		
INSTALL-BEDROCK	CONCRETE MOW BANDED: PURC	HASE OF CONCRETE	70		19.49	1,364.30		















Athletic, Park, and Playground Equipment Serving Colorado, Texas, New Mexico, Oklahoma, and Arkansas since 1988

www.playwellgroup.com 800-726-1816 505-296-8900 (fax)

INSTALLATION QUOTE

QUOTE#

12156

10/14/2024

BILL TO:

Roxborough Village Metropolitan District Accounts Payable 141 Union Boulevard Suite 150 Lakewood, CO 80228

Phone: (303) 987-0835

Roxborough Village Metropolitan District Roxborough Community Park Ephram Glass 7671 North Rampart Range Road

Phone: (303) 987-0835

Littleton, CO 80125

INSTALLATION SITE:

CUST. PO#	TERMS	SALES REP	col	COUNTY		OTE EXPIRATION		
	NET 30	JRG	JEFFERSON		11/13/2024			
ITEM	DESCRIPTION		QTY LIST PRIC		QTY LIST PR		Ε	TOTAL
INSTALL-BEDROCK	CONCRETE CURBING: FORM AND 14" OF GREY CONCRETE CURBIN #3 REBAR, CONTROL JOINTS AND THE TOP ONLY	G. THIS INCLUDES 1 -	70		75.77	5,303.90		

QUOTE VALID FOR 30 DAYS. Install will be ordered upon receipt of written approvals and/or deposit.

TOTAL

\$70,682.31

PLEASE REMIT PAYMENT TO: PLAYWORKS, INC. **203A STATE HIGHWAY 46 EAST BOERNE, TX 78006**

Signature

DISCOVER VISA MasterCard CHECK CASH

CREDIT CARD FEE NOTICE: Effective July 1, 2023, a credit card usage fee of 3.5% will be applied to sales settled by credit card. No fees apply to payment by ACH, check, money order, and wire transfer. Sorry no C.O.D. orders

Roxborough Community Park - Opt #2 SITE PLAN

ADA ACCESSIBILITY GUIDELINES - ADAAG CONFORMANCE

 ELEVATED
 ACCESSIBLE
 RAMP ACCESSIBLE
 GROUND
 TYPES

 11
 11/6
 0/0
 13/4
 12/3



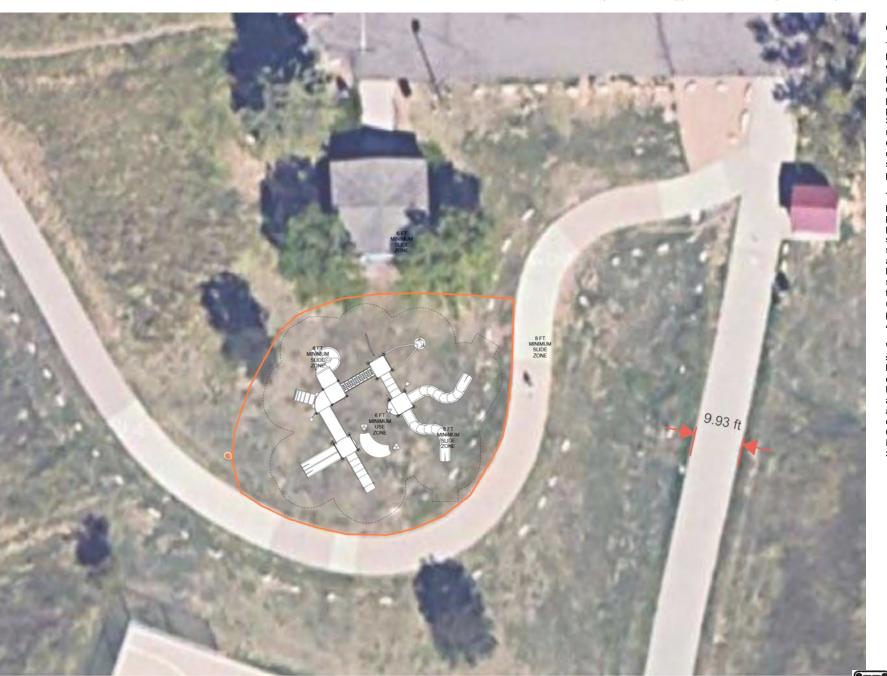
FOR KIDS AGES 5-12

GENERAL NOTES

This Preliminary Site Plan is based on measurements that were provided in the initial planning phase. All dimensions must be verified prior to the submission of a purchase order. Playcraft Systems will not be held responsible for any discrepancies between actual dimensions and dimensions submitted in the planning phase.

The Minimum Use Zone for a play structure is based on the product design at the time of proposal. Components and structure designs may be subject to change which may affect dimensions. Therefore, before preparing the site, we strongly recommend obtaining final drawings from the factory (available after the order is placed and included in the Assembly Manual).

WARNING: Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSC'S Handbook For Public Playground Safety, Section 4: Surfacing.



PROJECT # DATE

R358D812A 10/10/2024 The PlayWell Group, Inc.

MIN. USE ZONE 69' x 15' (21.031m x 4.394m)









PlayWell

Roxborough Community Park

















Roxborough Community Park - Opt #2 SW VIEW





STRUCTURE # PROJECT # DATE R358D812A R358D812A 10/10/2024



Roxborough Community Park - Opt #2 NE VIEW





STRUCTURE # PROJECT # DATE R358D812A R358D812A 10/10/2024



Roxborough Community Park - Opt #2 TOP VIEW

ADA ACCESSIBILITY GUIDELINES - ADAAG CONFORMANCE

ELEVATED ACCESSIBLE RAMP ACCESSIBLE GROUND TYPES 11 11/6 0/0 13/4 12/3

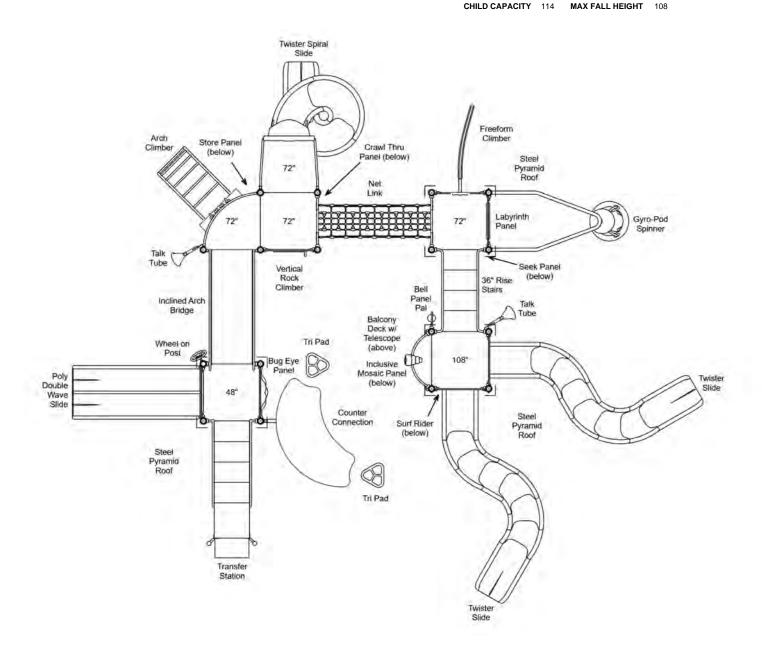
R35

FOR KIDS AGES 5-12

GENERAL NOTES

This conceptual plan is based on information provided prior to construction. Detailed site information, including the following, should be obtained, evaluated, and utilized in the final project design. Exact site dimensions, topography, existing utilities, soil conditions and drainage solutions.

WARNING: Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSC'S Handbook For Public Playground Safety, Section 4: Surfacing.



STRUCTURE # PROJECT # DATE

R358D812A R358D812A 10/10/2024

The PlayWell Group, Inc.

MIN. USE ZONE 53' x 48' (16.002m x 14.331m)





Roxborough Community Park - Opt #2

Project # R358D812A **Date** 10/10/2024

Item / Part Number	Description	Qty
[R358D812A]		
HS-1004-R35	Collars	74
GG-8135	Dome Cap, R3.5	5
S-1013-R35-13ft	Post, 13ft R3.5	5
S-1014-R35-14ft	Post, 14ft R3.5	4
S-1016-R35-16ft	Post, 16ft R3.5	4
S-1019-R35-19ft	Post, 19ft R3.5	4
S-1101-R35	Square Deck	4
S-1107-R35	Curved Deck	1
S-1109-R35-T	Balcony Deck w/ Telescope	1
S-1206-36R35	ADA Stairs, 36in Rise w/ Walls	1
S-1209-36-R35	Transfer Station, 48in-C	1
S-1218-6CR35	Climber, Arch 66-72in	1
S-1237-6R35	Climber, Vertical Rock 66-72in	1
S-1238-6	Climber, Freeform 66-72in	1
S-1309-2-R35	Half Walls (Pair) R35	1
S-1316-R35	Twister Entry Panel	2
S-1514-84R35	Bridge, Inclined Arch (84in)	1
S-1521-R35	Link, Net (84in)	1
S-1600-R35I	Crawl Thru Panel	1
S-1615-R35I	Store Panel	1
S-1618-R35I	Seek Panel (Standard)	1
S-1632-R35	Bug Eye Panel	1
S-1634-R35	Labyrinth Panel	1
S-1661-R35	Panel Pal, Bell	1
S-1686-R35	Inclusive Mosaic Panel (Ground)	1
S-1702-4R35	Slide, Wave 48in (Double)	1
S-1706-S6R-R35	Slide, Twister Spiral 72 (R)	1
S-1710-9-LLSRRR	Slide, Twister 108in (L-L-S-R-R-R)	1
S-1710-9-RRSLLL	Slide, Twister 108in (R-R-S-L-L-L)	1
S-1807-R35STL	Metal Roof, Pyramid	3
S-1812-R35	Driver Wheel (Post Mounted)	1
S-1910-R35	Talk Tube (Post Mounted, Left)	1
S-1910-R35	Talk Tube (Post Mounted, Right)	1
S-1948-R35	Surf Rider	1
S-1961-RV	Tri Pad Seat	2
S-1974-R35	Gyro-Pod Spinner	1



Bill of Materials (Continued)

Roxborough Community Park - Opt #2

Item / Part Number	Description	Qty
S-1980-R35	Counter Connection MT-5	1

PLAYCRAFT COLOR CHART

METALUXE™ Signature Powder-coat Colors



Sterling

White

Powder-coat Colors

Carbon

Gray

Oxide





PLAY-TUFF™ Coating Colors



Roto-molded Plastic Colors



Thermoplastic Coating Colors



Red



Black

Red

Black





205 COLOR — PLAYCRAFT SYSTEMS®





PLAYCRAFT SYSTEMS® _____ COLOR 206





207 COLOR — PLAYCRAFT SYSTEMS®

















COLOR 208 **PLAYCRAFT SYSTEMS**

MATERIAL COLORS OFFERED



IMPORTANT: The colors shown are for illustration purposes only. Actual colors may vary. Contact your Playcraft Distributor for accurate color samples.



Powder-coat Colors

Metal components receive a multi-stage powder-coating process that yields a highly durable protective finish.



HDPE Sheet Plastic Colors

Our high density polyethylene sheet plastic is available in solid and layered colors for a variety of design opportunities.



Thermoplastic Coating Colors

Our Thermoplastic Polyethylene coating is an environmentally responsible choice.



Play-Cord™ Cable Colors

Cables are made from tightly woven, abrasion-resistant, nylon-wrapped, multi-strand galvanized steel cable.



Roto-molded Plastic Colors

Using hot-blended color compounded resins our roto-molded products stay bright and colorful even after years of wear.



Play-Tuff™ Coating Colors

Our in-house state-of-the-art Play-Tuff™ (plastisol) coating process offers unmatched protection on decks & steps.



Shade Canopy Fabric Colors

Our ultra-tough fabrics come in a wide variety of colors and provide superior protection from harmful ultra-violet rays.



Swing Seat Colors

Slash Proof Seats are constructed from durable elastomer and come in a variety of colors.



209 color — PLAYCRAFT SYSTEMS



Warranty

&

Terms and Conditions

PLAYCRAFT SYSTEMS WARRANTY

Playcraft Systems®, warrants its products to be free from defects in materials or workmanship, when properly used, serviced and installed in accordance with published specifications, for a period of one (1) year from the original date of invoice.

Playcraft Systems® further warrants as follows:

LIFETIME LIMITED WARRANTY

on all stainless steel hardware, metal posts, aluminum posts, aluminum caps and aluminum clamps against structural failure due to natural deterioration or corrosion, or defects in materials or workmanship.

TWENTY-FIVE (25) YEAR LIMITED WARRANTY

on all cast aluminum Spring Rider castings against structural failure due to defects in materials or workmanship.

FIFTEEN (15) YEAR LIMITED WARRANTY

on all metal rails, metal slides, handles, rungs, loops and walls, all Play-Tuff™ coated perforated steel decks, steps, and bridges, all rotationally molded and HDPE sheet plastic components, excluding recycled plastic components, against structural failure due to defects in materials or workmanship.

TEN (10) YEAR LIMITED WARRANTY

on all shade canopy fabric made of UV Stabilized HDPE monofilament yarn and tape against significant fading.

TEN (10) YEAR LIMITED WARRANTY

on all Play-Cord™ against cable breakage and Play-Cord™ connectors against breakage and failure due to defects in materials or workmanship.

FIVE (5) YEAR LIMITED WARRANTY

on all Playcraft System® powder coating and Play-Tuff™ coating against cracking and/or peeling due to normal climatic exposure.

THREE (3) YEAR LIMITED WARRANTY

on all springs, moving swing parts, swing seats and other swing components, as well as all recycled plastic components against failure due to defects in materials or workmanship.

ONE (1) YEAR LIMITED WARRANTY

on any other product or part not specifically covered above against failure due to defects in materials or workmanship.

All warranties above commence on the date of the original invoice from Playcraft Systems® For the purpose of this warranty, the term LIFETIME encompasses no specific number of years, but rather that Playcraft Systems® warrants to its original customer, for as long as the original customer owns the Products and uses the Products for their intended purpose, that any Products and all components will be free from defects in materials or workmanship.

The warranty stated above is valid only if the products and finishes: (1) are assembled and installed in conformity with the layout plan and installation instructions furnished by Playcraft Systems®; (2) have been maintained and inspected in accordance with Playcraft Systems® maintenance information and other normal and prudent practices; (3) have been subjected to normal use for the purpose for which the products were designed and intended; (4) have not been subjected to misuse, abuse, vandalism, accident or neglect; (5) have not been altered in any manner including, but not limited to, incorporating unauthorized or unapproved parts; and (6) have not been modified, altered, or repaired by persons other than Seller's designees in any respect which, in the judgment of Seller, affects the condition or operation of the equipment.

This warranty does not cover: (1) cosmetic damages or defects resulting from scratches, dents, marring, rough handling, improper installation methods, fading, discoloring or weathering; (2) damage due to extreme or prolonged exposure to "Environmental Factors", such as wind-blown sand, salt water, salt spray and airborne emissions from industrial sources (sulfur, acids, chemicals, or corrosive agents, other than normal photochemical smog); (3) damage caused by environmental hazards and "Acts of God", such as hail, flooding, lightning, tornadoes, sandstorms, earthquakes, windstorms, and other extreme weather conditions; or (4) normal wear and tear. No warranty is made with regard to gloss retention or uniformity of gloss and color retention. If any products covered by this warranty fail within the time period applicable to a defective product, Playcraft Systems® shall, upon being notified of the defect in writing, at its sole option, either repair the defective products or replace the defective products within 30 days of receipt of the written notification.

Repair or replacement as provided in this section shall be the purchaser's exclusive remedy and purchaser expressly agrees that Playcraft Systems® shall not be responsible for any other damages, losses, or costs, including consequential and incidental damages, claimed by purchaser. Playcraft Systems® shall deliver the repaired or replacement products to the purchaser free of charge, but shall not provide labor, reimbursements for labor or reimburse any other costs associated with the removal or disposal of the defective products and/or the installation of any replacement products. Notwithstanding the previous sentence, Playcraft Systems® shall not pay for any costs of shipping replacement parts outside of the continental United States. Any products replaced or repaired consistent with this paragraph shall be guaranteed for the balance of the original warranty period.

THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE REMEDIES PROVIDED HEREIN SHALL BE THE EXCLUSIVE AND SOLE REMEDIES OF THE ORIGINAL PURCHASER. PLAYCRAFT SYSTEMS® IS NOT LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH MAY ARISE FROM THE PURCHASE, USE OR MISUSE OF ITS PRODUCTS. SOME STATES DO NOT ALLOW THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS EXCLUSION MAY NOT APPLY. PLAYCRAFT SYSTEMS® NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME OR IMPLY ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OR USE OF THE EQUIPMENT SOLD.

To make a claim under the terms of this warranty, purchaser must submit a written statement detailing the nature of the warranty claim, including an itemization of each defective condition, along with a copy of the original invoice, maintenance records and supporting photographs to Playcraft Systems®, 123 North Valley Drive, Grants Pass, Oregon 97526.

Due to our on-going commitment to product development and Improvement, Playcraft Systems® reserves the right to change, modify or discontinue certain products without notice (Rev. O).

PlayWorks, Inc.

Toll Free: (800)726-1816 Fax: (505) 296-8900 203A State Highway 46 East Boerne, TX 78006

TERMS AND CONDITIONS

INVOICE TERMS

Tax funded and bonded projects only Net 30 days. Finance charge of 1.5% per month or maximum allowable by law will be added to past due balance. All other entities required 50% down and balance due upon completion.

OPEN ACCOUNT

Credit terms are available to municipalities, government agencies, school systems, bonded contractors, and businesses (with prior approved credit). To establish credit your organization must have a satisfactory rating with Dun & Bradstreet and provide three credit references. To establish credit, your initial order must total at least \$10,000.00. 50% deposit is required on all orders from non-tax funded entities. Prepayment may be required for any order at PlayWorks, Inc. sole discretion.

METHODS OF PAYMENTS

CREDIT CARD FEE NOTICE: Effective July 1, 2023, a credit card usage fee of 3.5% will be applied to sales settled by credit card. No fees apply for payment by ACH, check, money order, and wire transfer. Sorry no C.O.D. orders.

CO-OP CONTRACT'S

Available for Co-Op's and agency accounts on many items.

PLAYGROUND SURFACING WARNING

All play equipment must be installed over impact absorbing surface. Go to www.cpsc.gov for more information.

CONCEALED CONDITIONS-ROCKS, UTILTIES, IRRIGATIATION, SEWER & DRAIN, SUPPLY ABANDONDED LINES

PlayWorks Inc., reserves the right to charge for additional manpower and equipment rental if subcontractors encounter rock that cannot be penetrated to drill installation holes with a mechanical auger. Other concealed conditions may include but are not limited to power and electrical lines, water and gas lines, irrigation lines, sewer lines, drain lines and any and all abandoned lines. Marking utilities and other subsurface lines are the responsibility of the end user. If any lines are damaged, all costs associated with the repairing the line are the sole costs of the end user. Any associated loses are the responsibility of the end user. PlayWell's Sales Associates will notify you and meet with you at the work site to review the conditions requiring additional charges.

SITE ACCESS

First off, you'll need a level site to make it free of any obstacles that might encroach upon the required fall zone for your design. Dig-Tess (1(800) Dig-Tess) will call all the possible utility companies that may have underground cables or piping running beneath the play area to mark where their runs might be. The site for equipment to be installed must be accessible by heavy machinery (trucks, trailers, and Bobcats). In the event this equipment is used at your site, please note there may be signs of access afterwards. PlayWorks, Inc. subcontractors will try to keep this to a minimum.

WEATHER DELAY

Unusual weather patterns, heavy rain, lightning or thunder conditions, and flooding "acts of God" or natural disaster, wherein the project site is determined to be unworkable. The installation of your equipment will be delayed.

INSTALLATION WILL BE ORDERED IMMEDIATELY UPON RECEIPT OF WRITTEN APPROVALS. Please email or fax all pages.

Installation Quote #: 12156 OPTION 2	Purchase Order #:
Signature:	Date:

The PlayWell Group, Inc.

Toll Free: (800)726-1816 Fax: (505) 296-8900 203A State Highway 46 East Boerne, TX 78006

TERMS AND CONDITIONS

INVOICE TERMS

Tax funded and bonded projects only, Net 30 days. All other entities required 50% down and balance Net 30. All past due amounts will be subject to a finance charge in accordance with the Texas Prompt Payment Act, Chapter 2251, Texas Government Code.

Delay of Installation (if applicable): If the Customer delays the installation, the stored product will be invoiced with a term of Net 30.

OPEN ACCOUNT

Credit terms are available to municipalities, government agencies, school systems, bonded contractors, and businesses (with prior approved credit). To establish credit your organization must have a satisfactory rating with Dun & Bradstreet and provide three credit references. To establish credit, your initial order must total at least \$10,000.00. 50% deposit is required on all orders from non-tax funded entities. Prepayment may be required for any order at The PlayWell Group, Inc. sole discretion.

METHODS OF PAYMENTS

CREDIT CARD FEE NOTICE: Effective July 1, 2023, a credit card usage fee of 3.5% will be applied to sales settled by credit card. No fees apply for payment by ACH, check, money order, and wire transfer. Sorry no C.O.D. orders.

FEDERAL/STATE GOVERNMENT AND CO-OP'S CONTRACT

Available for Federal/State Government, Co-Op's and agency accounts on many items. Call your Sales Consultant for information.

SALES TAX

Will be added to the invoice, except when a tax-exempt/resale certificate is furnished, or your entity qualifies in your state as tax exempt.

FREIGHT CHARGES/DELIVERY TERMS

All shipments are F.O.B factory, except where specifically stated otherwise. Delivery of materials is up to eight weeks from the order date, plus a few days for transit, unless otherwise noted. Every effort is made to comply with scheduled shipping dates: however, The PlayWell Group, Inc. is not liable for any loss or damage arising out of delay in delivery of any of its products due to causes beyond the control of the Company.

DAMAGE/SHORTAGE CLAIMS

All claims for concealed loss or damage to product must be noted on the Bill of Lading or delivery ticket and reported immediately to our Customer Service Department. All claims for product damage and shortage via common carrier must be promptly made by consignee (customer) direct to The PlayWell Group's Customer Service Department. When reporting damage, be sure to hold all containers and packing materials for inspection (claims should be filed within 15 days of receipt of shipment).

RETURNS/CANCELLATIONS

No merchandise is to be returned without first obtaining written authorization from The PlayWell Group, Inc. Please provide invoice number, date and reason for your return. Any authorized merchandise must be carefully packed and in saleable condition to be accepted for return. A 25% (of list price) re-stocking charge plus freight to and from the manufacturer applies on all returned merchandise when error is not the fault of The PlayWell Group. All returned merchandise must be shipped insured and freight prepaid. Orders cancelled prior to shipment will be charged 10% of list price. Once the material has been installed, no refund will be granted.

FREIGHT CARRIER INFORMATION

All freight is shipped unassembled via common carrier. Made via common carrier to the end user, the customer is responsible for unloading all deliveries.

INSTALLATION

Installation/Prices are not included on this Quotation. A separate installation quotation must be included with your order if installation is required.

PLAYGROUND SURFACING WARNING

All play equipment must be installed over impact absorbing surface. Go to www.cpsc.gov for more information.

SITE ACCESS FOR SURFACING MATERIALS/INSTALL

It is highly preferred that a level site is free of any obstacles that encroach upon the required fall zone for your design. The site access must have a maximum of 25' for accessibility by heavy machinery (trucks, trailers, and Bobcats).

Poured-in-place rubber, artificial turf, and tile installation require 6' high chain link fence during installation and a 24 hour cure time. This will be provided by the owner unless explicitly stated in writing on the quote. Any damage during installation or during the cure time may be repaired and if so at the expense of the owner. This includes, but not limited to people and/or wildlife walking on the pad prior to a full cure.

Irrigation sprinklers and/or water systems must be shut off 24 hours before install of surfacing and remain off for an additional 24 hours after.

NOT INCLUDED FOR THE SURFACING MATERIALS/INSTALLS

Site security, bonding, permits or licenses, site preparation, excavation, sub base, concrete, compaction of aggregate, curbing, drainage, fencing, dumpster, demolition, trash removal, tenting or artificial heating due to weather, and roll coat maintenance.

WEATHER DELAY

Unusual weather patterns, heavy rain, lightning or thunder conditions, and flooding 'acts of God" or natural disaster, wherein the project site is determined to be unworkable. The installation of your surfacing will be delayed.

ESCALATOR CLAUSE

Due to the current volatility of the surfacing raw material and shipping and labor, expired proposals may be subject to a price increase. Please contact your Sales Rep for current pricing, if applicable.

PRODUCT WILL BE ORDERED IMMEDIATELY Usernail or fax all pages.	JPON RECEIPT OF WRITTEN APPROVALS. Please
Sales Quote #: 25059 OPTION 2	Purchase Order #:
Signature:	Date:

R5033CEDA SITE PLAN

ADA ACCESSIBILITY GUIDELINES - ADAAG CONFORMANCE

 ELEVATED
 ACCESSIBLE
 RAMP ACCESSIBLE
 GROUND
 TYPES

 10
 5/5
 0/0
 9/3
 5/3



FOR KIDS AGES 5-12

GENERAL NOTES

This Preliminary Site Plan is based on measurements that were provided in the initial planning phase. All dimensions must be verified prior to the submission of a purchase order. Playcraft Systems will not be held responsible for any discrepancies between actual dimensions and dimensions submitted in the planning phase.

The Minimum Use Zone for a play structure is based on the product design at the time of proposal. Components and structure designs may be subject to change which may affect dimensions. Therefore, before preparing the site, we strongly recommend obtaining final drawings from the factory (available after the order is placed and included in the Assembly Manual).

WARNING: Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSC'S Handbook For Public Playground Safety, Section 4: Surfacing.



PROJECT # DATE

R5033CEDA 11/4/2024 The PlayWell Group, Inc.

MIN. USE ZONE 49' x 44' (14.91m x 13.335m)







STRUCTURE # PROJECT # DATE R5033CEDA R5033CEDA 11/4/2024







STRUCTURE # PROJECT # DATE

R5033CEDA R5033CEDA 11/4/2024



R5033CEDA **TOP VIEW**

ADA ACCESSIBILITY GUIDELINES - ADAAG CONFORMANCE

ELEVATED **ACCESSIBLE** RAMP ACCESSIBLE GROUND **TYPES** 8/3 4/3 5/5 0/0 10 CHILD CAPACITY 99 MAX FALL HEIGHT 144

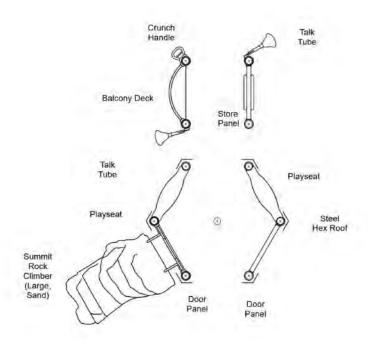


FOR KIDS **AGES** 5-12

GENERAL NOTES

This conceptual plan is based on information provided prior to construction. Detailed site information, including the following, should be obtained, evaluated, and utilized in the final project design. Exact site dimensions, topography, existing utilities, soil conditions and drainage solutions.

WARNING: Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSC'S Handbook For Public Playground Safety, Section 4: Surfacing.



R5033CEDA TOP VIEW

ADA ACCESSIBILITY GUIDELINES - ADAAG CONFORMANCE

 ELEVATED
 ACCESSIBLE
 RAMP ACCESSIBLE
 GROUND
 TYPES

 10
 5/5
 0/0
 8/3
 4/3

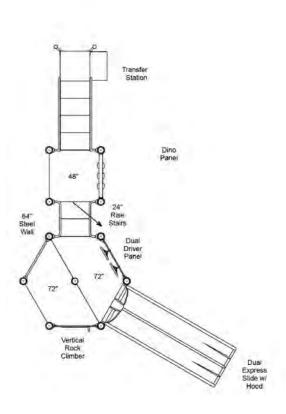
 CHILD CAPACITY
 99
 MAX FALL HEIGHT
 144



GENERAL NOTES

This conceptual plan is based on information provided prior to construction. Detailed site information, including the following, should be obtained, evaluated, and utilized in the final project design. Exact site dimensions, topography, existing utilities, soil conditions and drainage solutions.

WARNING: Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSC'S Handbook For Public Playground Safety, Section 4: Surfacing.





R5033CEDA **TOP VIEW**

ADA ACCESSIBILITY GUIDELINES - ADAAG CONFORMANCE

ELEVATED **ACCESSIBLE** RAMP ACCESSIBLE GROUND TYPES 4/3 5/5 0/0 8/3 10 CHILD CAPACITY 99 MAX FALL HEIGHT 144

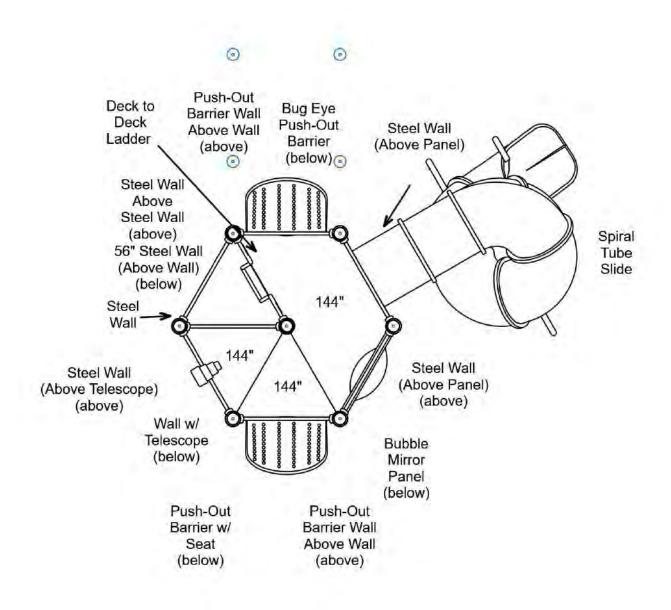
R5

FOR KIDS **AGES** 5-12

GENERAL NOTES

This conceptual plan is based on information provided prior to construction. Detailed site information, including the following, should be obtained, evaluated, and utilized in the final project design. Exact site dimensions, topography, existing utilities, soil conditions and drainage solutions.

WARNING: Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSC'S Handbook For Public Playground Safety, Section 4: Surfacing.



STRUCTURE # PROJECT # DATE

R5033CEDA R5033CEDA 11/4/2024

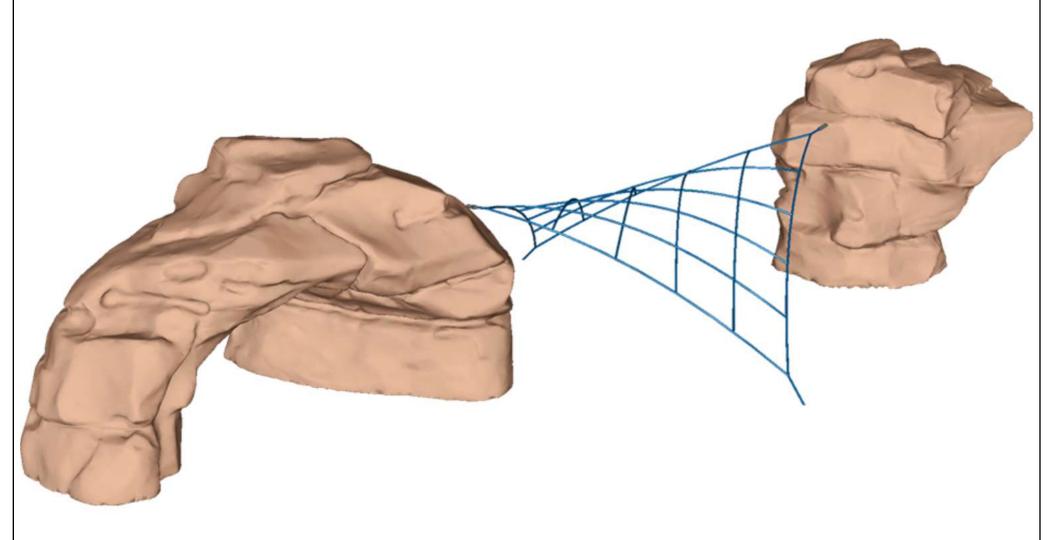
The PlayWell Group, Inc.

MIN. USE ZONE 34' x 37' (10.348m x 11.233m)



R5033CEDA SW VIEW

FOR KIDS AGES 5-12



STRUCTURE # PROJECT # DATE abc R5033CEDA 11/4/2024



R5033CEDA TOP VIEW

ADA ACCESSIBILITY GUIDELINES - ADAAG CONFORMANCE

 ELEVATED
 ACCESSIBLE
 RAMP ACCESSIBLE
 GROUND
 TYPES

 0
 0/0
 0/0
 1/0
 1/0

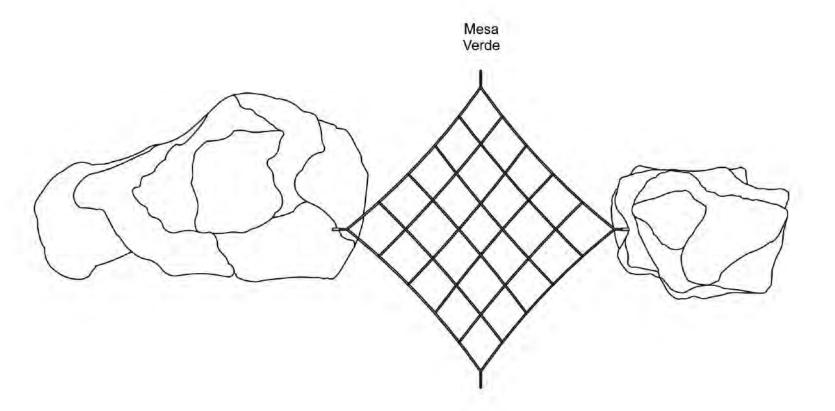
 CHILD CAPACITY
 1
 MAX FALL HEIGHT
 72

FOR KIDS AGES 5-12

GENERAL NOTES

This conceptual plan is based on information provided prior to construction. Detailed site information, including the following, should be obtained, evaluated, and utilized in the final project design. Exact site dimensions, topography, existing utilities, soil conditions and drainage solutions.

WARNING: Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSC'S Handbook For Public Playground Safety, Section 4: Surfacing.



STRUCTURE # PROJECT # DATE

abc R5033CEDA 11/4/2024

The PlayWell Group, Inc.

MIN. USE ZONE 39' x 24' (11.764m x 7.098m)





R5033CEDA

Project # R5033CEDA **Date** 11/4/2024

Item / Part Number	Description	Qty
[R5033CEDA]		
HS-1004-R	Collars	91
CB008-BT-S	Climber, Summit Rock (Large, Sand, TW) 72in	1
GF-7002	Dome Cap, R5	5
S-1011-R5-11ft	Post, 11ft R5	2
S-1012-R5-12ft	Post, 12ft R5	2
S-1019-R5-19ft	Post, 19ft R5	1
S-1022-R5-22ft	Post, 22ft R5	6
S-1101-R5	Square Deck	1
S-1102-R5	Tri-Deck	2
S-1103-R5	Hex Deck, Half (5 Post)	3
S-1109-R5	Balcony Deck	1
S-1206-24R5	ADA Stairs, 24in Rise w/ Walls (Short)	1
S-1209-36-R5	Transfer Station, 48in-L	1
S-1237-6R5	Climber, Vertical Rock 66-72in	1
S-1242-6R5	Deck to Deck Ladder (72in Rise)	1
S-1301-1830-S-R5	Wall w/ Telescope	1
S-1301-3475R5	Steel Wall (AboveWall, Single Bar)	1
S-1301-36875R5	Steel Wall (Above Panel)	2
S-1301-55R5	Wall, Steel 48in (55in gap)	1
S-1301-56R5	Steel Wall (Above Wall) 56in	1
S-1301-R5	Wall, Steel 36in (Standard)	1
S-1301-RSP1675	Push-Out Barrier (Above Wall, Single Bar)	2
S-1306-R5	Double Slide SitDown Hood	1
S-1325-R5	Steel Wall (Above Telescope, Single Bar)	1
S-1362-13112-R5	Push-Out Barrier (w/ Seat)	1
S-1362-16132-R5	Push-Out Barrier (Bug Eye)	1
S-1603-R5	Bubble Mirror Panel	1
S-1606-R5	Dino Panel	1
S-1615-R5	Store Panel	1
S-1625-2R5	Dual Driver Panel	1
S-1654-R5	Door Panel	2
S-1702-6R5	Slide, Double 66 - 72in (Dual Express)	1
S-1707-12SPR5	Slide, Tube 144in (Spiral, Right)	1
S-1803-R5STL	Metal Roof, Hex	1
S-1910-R5	Talk Tube (Post Mounted, Left)	2
S-1937-R5	Crunch Handle	1



Bill of Materials (Continued)

R5033CEDA

Item / Part Number	Description	Qty
S-1962-R5	Playseat	2
spin		
CMB003	Mesa Verde	1

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement"), effective the 18th day of October, 2024 ("Effective Date"), is entered into by and between Roxborough Village Metropolitan District, a political subdivision of the State of Colorado ("District"), and Ace Tree Care, Inc., a Colorado corporation ("Contractor"). The District and Contractor are referred to collectively as the "Parties" and individually as a "Party."

1. **WORK TO BE PERFORMED.** Contractor, directly or through Contractor's employees, subcontractors, or anyone else who is directly or indirectly performing any part of the Work on behalf of Contractor (collectively, the "*Contractor Parties*"), agrees to furnish all labor, tools, equipment, supervision, supplies, and other items necessary to perform the fuels mitigation and forest restoration work described below and in the proposal dated June 28, 2024 ("*Proposal*") attached as *Exhibit A* ("*Work*).

Scope of Work:

- a. Masticate rabbitbrush in the areas indicated on the map attached as **Exhibit B**;
- b. Clear all brush and small trees from the fence lines as indicated on the map attached as Exhibit B;
- c. Remove larger trees along fence lines if they are sickly or directly abut or endanger the fence; and,
- d. Limb-up larger trees along fence lines up to ten feet.

Contractor will masticate or chip materials and spread them out on site. Contractor is not required to haul away any material. The Contractor shall not remove those trees that an HOA has marked as not to be removed.

The Work shall be performed in a professional manner by experienced personnel outfitted with the appropriate tools and equipment to complete the job safely and properly. Contractor's Work shall meet or exceed the guidelines and standards set forth by the American National Standards Institute (ANSI) A300, and the requirements of Applicable Laws (defined in Section 4 below).

2. **CONTRACT PRICE; PAYMENT.**

- a. <u>Contract Price</u>. In exchange for Contractor's satisfactory performance of the Work, the District agrees to pay Contractor Forty-One Thousand Two Hundred Fifty Dollars (\$41,250.00) ("*Contract Price*"). Any diesel surcharge as set forth in Subsection 2(b) below and the cost of any Additional Work as set forth in Subsection 2(c) below, shall be added to the Contract Price and shall be included in the final acceptance payment described in Subsection 2(d), below.
- b. <u>Diesel Surcharge</u>. If the cost of diesel fuel exceeds \$6.00 per gallon, the District shall pay Contractor a fuel surcharge that is equal to the difference of the overage on each gallon of diesel used that exceeds \$6.00. Contractor shall promptly notify the District if Contractor

intends to impose a fuel surcharge and shall provide the District with receipts or other documentation establishing the date(s) on which a surcharge is applied, the number of gallons subject to the surcharge, and the amount of surcharge.

- c. <u>Additional Work</u>. While performing the Work, Contractor may determine it is necessary to remove one or more additional trees. The District authorizes Contractor to remove such trees without the District's prior consent if the aggregate cost of removing all the additional trees does not exceed 2.5% of the Contract Price (without adjustments for any diesel surcharge or any Additional Work). Contractor shall obtain the District's prior consent before removing any additional trees if the aggregate cost of removing all the additional trees will exceed 2.5% of the Contract Price (without adjustments for any diesel surcharge or any Additional Work). With prior notice to and consent of the District, Contractor may charge an additional fee of \$75.00 an hour per man for handwork Contractor believes must be performed.
- d. <u>Payment</u>. Subject to Contractor's satisfactory performance of the Work, the Contract Price shall be paid in the following installments: i) \$2,500.00 upon the Parties signing this Agreement; ii) \$9,687.50 upon commencement of the Work; iii) 9,6875.50 at the half-way completion point of the Work; and iv) upon the District's final acceptance of the Work, the remaining balance of the Contract Price. If all or a portion of the Work is disputed, the District shall pay Contractor for any undisputed Work that has been performed by prorating the applicable installment payment. Any undisputed amount that the District does not pay by the date due shall accrue interest at 8% per annum compounded annually until paid in full.

3. TERM AND TERMINATION.

a. <u>Term.</u> The term of this Agreement commences on the Effective Date and terminates upon Contractor's satisfactory completion of the Work or March 31, 2025, whichever occurs first ("*Term*").

b. Termination:

- i. The District may terminate this Agreement at any time upon ten (10) business days prior written notice of termination; notwithstanding the foregoing, the District may immediately terminate this Agreement and without prior notice or recourse to any judicial authority if Contractor:
 - A. Breaches the terms of this Agreement.
 - B. Becomes insolvent, is subject to a petition in bankruptcy filed by or against Contractor, or is placed under control of a receiver, liquidator, or committee of creditors.
 - C. Assigns or attempts to assign this Agreement without the District's prior written consent.
 - D. Ceases to function as a going concern or abandons the Work.
- c. <u>Nonappropriation</u>. The District's financial obligations for 2025 are subject to the District's Board of Directors appropriating funds to meet all of the District's direct and

indirect financial obligations for 2025. If the Board fails to appropriate such funds, this Agreement shall automatically terminate on December 31, 2024 with no liability to the District beyond 2024.

If this Agreement is terminated, the District will pay Contractor for actual Work satisfactorily performed by Contractor through the date of termination, as determined by the District in its sole discretion.

- 4. **APPLICABLE LAWS.** Contractor and the Contractor Parties shall at all times comply with all applicable federal, state, county, and municipal laws, ordinances, statutes, rules, and regulations (collectively "*Applicable Laws*"). Contractor shall procure and pay for all permits, licenses, and inspections required by any governmental authority for any part of the Work under this Agreement, and shall furnish any bonds, security, or deposits required by such governmental authority to permit performance of the Work.
- 5. **INSURANCE.** Contractor shall acquire and maintain in full force and effect during the Term of this Agreement the insurance coverage set forth below. All insurance shall be placed with insurance carriers licensed in Colorado with an A.M. Best and Company rating of no less than A- and/or Standard and Poor's Insurance Solvency Review rating of no less than A- or as otherwise accepted by the District's Representative. Each such policy shall include a provision that the insurer shall provide the District thirty (30) days written notice prior to cancellation or material modification of any policy of insurance obtained to comply with this Section 5. Except for workers' compensation insurance, each policy shall include "Roxborough Village Metropolitan District" as an additional insured and shall state that Contractor's insurance is primary and noncontributory from the District's insurance.
 - a. Workers' Compensation Insurance in accordance with Applicable Laws;
 - b. Commercial general liability insurance in the amount of \$1,000,000.00 combined single limit for bodily injury and property damage, each occurrence; \$2,000,000.00 general aggregate; and,
 - c. Commercial automobile liability insurance in the amount of \$1,000,000.00 combined single limit for bodily injury and property damage, each accident covering any auto.

Prior to commencing any Work hereunder, Contractor shall provide the District with certificates of insurance or endorsements evidencing that (i) all of the insurance required by this Agreement is in full force and effect; and, (ii) will remain in effect for the duration of the Term.

- 6. **INDEMNIFICATION**. Contractor shall indemnify and defend the District, and its directors, officers, and agents, from and against all claims, damages, losses, and expenses, including reasonable attorneys' fees, costs, and expenses, arising out of, relating to, or resulting from performance of this Agreement and the Work that is caused in whole or in part by the negligent or intentional acts or omissions of Contractor or the Contractor Parties. The District shall be entitled to hire its own attorney notwithstanding Contractor's obligation to pay the reasonable attorney's fees, costs, and expenses incurred by the attorney.
 - 7. SAFETY. Contractor and the Contractor Parties shall comply fully with all

applicable safety and health laws in performing the Work, including the rules and regulations promulgated by the Federal Occupational Safety and Health Administration.

- 8. **CHANGE ORDERS**. The Parties may mutually agree to changes in the scope and/or nature of the Work through a written document signed by both Parties ("*Change Order*(s)"). All Change Orders shall a) describe in detail the change in the scope and/or the nature of the Work; b) when the Work will be performed; and, c) any reduction or increase in the Contract Price.
- 9. **GOVERNMENTAL IMMUNITY**. This Agreement is not intended, and shall not be construed, as a waiver of the limitations on damages or any of the rights, privileges, immunities, or defenses provided to, or enjoyed by, the District and its current or past directors, officers, and agents under federal or state law, including but not limited to, the Colorado Governmental Immunity Act, C.R.S. §24-10-101, *et seq*.
- 10. **CONFLICTS**. If there is a direct or indirect conflict between anything in the Proposal and the terms and conditions in this Agreement, the terms and conditions in this Agreement shall control.
- 11. **INDEPENDENT CONTRACTOR**. CONTRACTOR UNDERSTANDS AND AGREES: A) CONTRACTOR AND ITS EMPLOYEES ARE NOT ENTITLED TO WORKERS COMPENSATION OR UNEMPLOYMENT COMPENSATION INSURANCE BENEFITS UNLESS WORKERS COMPENSATION OR UNEMPLOYMENT COMPENSATION COVERAGE IS PROVIDED BY CONTRACTOR OR SOME ENTITY OTHER THAN THE DISTRICT; AND B) CONTRACTOR IS OBLIGATED TO PAY FEDERAL, STATE, AND LOCAL INCOME TAX ON ANY MONEYS PAID PURSUANT TO THIS AGREEMENT. THE DISTRICT WILL NOT MAKE FEDERAL, STATE, AND LOCAL WITHHOLDINGS AND WILL NOT PROVIDE WORKERS COMPENSATION OR UNEMPLOYMENT COMPENSATION INSURANCE.

Contractor certifies that <u>844062211</u> is Contractor's correct Federal Taxpayer Identification Number. By signing this Agreement, Contractor certifies that it assumes full responsibility for the payment of all contributions, payroll taxes, income taxes, withholdings and backup withholdings, or assessments under Applicable Laws.

- 12. **NOTICE**. Any notice required or permitted under this Agreement shall be in writing and given by hand delivery or sent by certified/registered mail, return receipt requested, to the address set forth on the signature page, or at another address previously furnished in writing to the other Party pursuant to this Section 12. A notice sent by certified/registered mail is deemed given when received or refused, or 3 business days after the date sent, whichever is earlier.
- 13. **VEHICLES AND HEAVY EQUIPMENT**. Contractor and the Contractor Parties may only operate their vehicles and any heavy equipment within unpaved areas to the extent necessary to perform the Work. Whenever possible, vehicles and heavy equipment will be kept to streets, parking lots, and paved paths so as to minimize the adverse impact in the unpaved areas.
 - 14. NO GUARANTY. Except as set forth in this Agreement or the Proposal,

Contractor has not made, does not make, and specifically disclaims any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, that the areas upon which the Work is performed are fire resistant, fire-proof, or any other related term.

- 15. **RESEEDING AND RECLAMATION WORK**. Contractor shall reseed the areas where the Work was performed using a District-approved mix of grass seed. The District is responsible for ensuring the seed receives the proper amount of water. Unless the condition is the result of the negligent act or omission of Contractor or the Contractor Parties, Contractor shall not be responsible for: i) rutting or erosion; ii) staining from lubricants; iii) damage to landscaping from tracks or tires; or, iv) scars to trees.
- 16. **LOGS AND FIREWOOD**. All merchantable logs and firewood created during the Work are Contractor's property.
- 17. **PROTECTION OF AND ACCESS TO DISTRICT PROPERTY**. Contractor and the Contractor Parties shall meet industry standards for protecting the District's property. The District shall provide and maintain suitable access for vehicles, machinery, and other equipment.
- 18. **ADDITIONAL TERMS**. This Agreement is the entire agreement between the Parties; there are no oral or collateral agreements or understandings. This Agreement may only be amended by a document signed by the Parties. If any provision is held invalid or unenforceable, all other provisions shall continue in full force and effect. Colorado law governs this Agreement. Jurisdiction and venue lie exclusively in the District Court for Douglas County. In any civil action or proceeding arising from or relating to this Agreement or the Work, the prevailing Party shall be awarded its reasonable attorneys' fees, costs, and expenses, including the reasonable attorneys' fees, costs, and expenses incurred in any appellate action and in collecting or executing upon any judgment, order, or award. This Agreement may be executed in counterparts and by facsimile or electronic pdf, each of which shall be deemed an original and both of which shall constitute one valid and binding instrument.

Roxborough Village Metropolitan District, a political subdivision of the State of Colorado

By: Ephram Slass 10/21/2024 Ephram Glass, Board President Date

By: Travis C Jensen 10/22/2024 Travis Jensen, Board Secretary Date

Ace Tree Care, Inc., a Colorado Corporation

By: Sruff Schring 10/21/2024 To Jensen 10/21/2024 To Jensen 10/21/2024 Address: 8156 S. Wadsworth Blvd., Ste. 125 Littleton, CO 80126

Address: Roxborough Village Metropolitan District c/o Special District Management Services, Inc. 141 Union Boulevard, Suite 150 Lakewood, CO 80228-1898

(Proposal)



Ace Tree Care, Inc 8156 S. Wadsworth Blvd. Suite 125 Littleton, CO 80128 303-720-556-4922 Office

Email: griff@acetreecareservices.com

June 28th 2024

Dear Michelle,

Thank you for the opportunity to do business with you. We are looking forward to working with you on this important fuels mitigation and forest restoration project.

I have over 26 years in the industry. I owned and operated Colorado TreeScapes, Inc. from 1998 to 2018, we offered all phases of tree care and fire-mitigation from 2008 to 2018. I sold TreeScapes in 2018 and formed Ace Tree Care in 2019. We now specialize in wildfire mitigation & forest restoration. I am accustomed to and excellent with working open space managers, property managers, homeowners and the general public (happy to see us or not) on large and small projects.

My team and I regularly work 10-acre projects that are extremely technical. Technical in the way that a lot of the ground is inoperable w/ any sort of equipment due to the slope and or rocky terrain. A large amount of handwork is required in the cutting phase and winching material out to where it can be processed. I'm bringing this up because some of our 10-acre projects are the equivalent of 30 to 40 acre projects w/ operable ground.

My team will be using low impact techniques to perform the treatment. We'll accomplish this through the use of several CAT299D3 compact track loaders with mulching heads, log grapples, a tree shear and high-capacity winches, we also have a 2021 Morbark 1821 tracked chipper with 175 HP motor, plus a wheeled Vermeer 150 HP chipper. We are adding a harvester to our fleet in the near future, this will allow us to tackle 100+ acre projects with ease.

We strategically plan out each section so that the job will be performed in the safest, most efficient manner possible with the least amount of impact on the land.

I am confident that you will be extremely happy with all phases of the work we will perform. My team and I are good communicators and pleasant to work with. The community and project manager will find us easy to work with. Not only will the work be done with excellence it will also be completed on time or ahead of schedule pending appropriate weather conditions.

We run well-maintained equipment that has been purchased from reputable companies whom we have close relationships with. If there is a breakdown, we know we can rely on them to get machinery fixed as soon as possible. If the repair is lengthy, then in most cases, they will supply a loaner so we can keep the job moving. I mention this because breakdowns are a part of the work we do. Even though our equipment is on a scheduled maintenance plan, we are prepared to handle unforeseen breakdowns.

Respectfully,

Griff Gehring President & Team member Ace Tree Care, Inc.

Forestry Operations plan

We'll begin the job with an overview with the crew in the office. Once we're on site, we will walk the entire project to discuss safety concerns and plan of operations. Special attention will be given to keeping the public safe while we work while at the same time keeping the flow of our project on time.

Similar Projects & References

The following treatments were nearly identical on each of the following projects: Thin by approximately 50%, perform ladder fuel pruning on all leave trees, masticate or broadcast chip on site. Crews ranging in size from 1 to 10 were utilized to accomplish the work.

2015: Genesee Foundation, 30-Acre project of thinning by 40 to 50% in a Montane forest in the Genesee subdivision. This project was extremely technical. It required at least 50% of the material to be completely hauled out of the project area and recycling of all wood products. This was and 8-10 man project with two skid steers operating 8-12 hours a day and a chipper, chip trucks and log trailers continuously hauling material out.

- 2016: Approximately 35 Acres were completed in residential Defensible space work.
 -Location: Elbert & Jefferson Counties.
- 2017: Approximately 40 Acres were completed in residential Defensible space work.
 -Location: Elbert County, Douglas County, Jefferson County
- 2018: Approximately 45 acres of residential Defensible space completed -Location: Park, Jefferson, Douglas, Elbert & Huerfano Counties.

2020-2021 Awarded a 25-acre project in Genesee by Brian Malliet, Open Space Manager of The Genesee Foundation.

2021 Awarded over 30 acres from the county of Boulder and Boulder Wildfire partners, Manager is Jim Webster. In addition to the work we've completed in Boulder and Genesee we completed an additional 35 acres combined between 7 other residential properties.

2022 We've completed over 150 acres of extremely technical work (30%+ slopes w/ lots of rock) on private land wildfire mitigation.

2023: Over 75 technical acres completed.

References

Jim Webster 303-775-5242 jbwebster@bouldercounty.org Manager at Boulder Wildfire Partners

We completed a 20+ acres project near Estes park way ahead of schedule and are on track to complete a 12+ acre project in Boulder ahead of schedule.

JT Shaver 970-596-0841 CSFS J.T.shavedr@colostate.edu

Brian Maillet 303-210-5587
Genesee Open space manager
brian@geneseefoundation.org
I completed a 25-acre project for Brian/The Genesee Foundation in 2020/2021.

Lyle Laverty Lyle@thelavertygroup.com Certified Forester I executed a project that he was the Forester on for a Forest Ag. program in Genesee, CO.

Todd Wang, Lieutenant Colonel (USA Retired)

toddwang536@gmail.com

Private property owner

-We performed fire mitigation/forest restoration on their ponderosa pine and douglas fir forest in 2022 as well as several of his neighbors with 10 acre properties.

Bart Christensen,

Private property owner

bchris7960@aol.com:

-I worked on 20 acre projects for Dr. Christensen from 2005 to 2018

Proposal continued...

Timeline

As of today, we plan to start your project on July 30th or sooner and complete it by August September 30th potentially sooner.

Cost of treatment

*Per the scope of work you created, we will thin rabbit brush by 50%, ladder fuel prune trees and masticate trees that are less than 6" in diameter measure at 4.5" above ground that need to be removed and masticate brush near fence line. Price assumes all of the work can be done with a compact track loader and all ground is accessible and operable. An additional fee of \$75.00/hour/man for most handwork required.

Total: \$41,250.00

*Potential fuel surcharge applies to this estimate. If the cost of diesel fuel exceeds \$6.00/gallon, you will be charged the difference of the overage on each gallon of diesel that we use in conjunction with the project.

EXHIBIT B



PROPOSAL

N&D Tree LLC

2718 Autumn Way

PROPOSED BY: Logan Ediger

DATE: July 8, 2024

2718 Autumn Way Parker, CO 80138 Phone (720) 793-5273

CUSTOMER INFO: WORK SITE:

Michelle Gardner mgardner@sdmsi.com

Roxborough Village

141 Union Boulevard, Suite 150 Lakewood, CO. 80228-1898 303-987-0835 Ext. 204

Item	Service	Description	QTY	Rate	Cost
Brush	Mastication	Mastication of the shaded polygons (approximately 2.3 acres) on the map, with a focus on thinning out the rabbitbrush in these zones.			\$ 4,140.00
Trees	Pruning/removal	Removal of dead trees, trees <4" dbh, trees damaging the fencline (approximately 1-3 larger trees), and the raising of trees >4" dbh to a height of 10' (1/3 tree height or 6' for trees <20' tall) in an 8' wide border running along approximately 5.6 miles of fence marked in the map.			\$ 38,500.00
Land	Herbicide Spray	Optional per acre pricing for spraying treated areas to reduce woody plant regeneration.		\$500/acre	\$ -

N&D Tree will price match, or beat any other competitive bid by an insured, licensed, and certified contractor.

If scope definition will change, we can address on a case by case basis. Costs are valid if the entire job is to be completed by N&D Tree.

Payment Terms: Payment to be Received within 30 days of service completion. If payment is not received within 30 days, a 20% late charge will be added to the initial bill.

Credit cards are subject to a 3.5% processing fee.

Materials/Parts + Tax	N/A
Shipping and Handling	N/A
PROPOSAL TOTAL	\$ 42,640.00

I, the undersigned, hereby accept the above proposal and release N&D Tree, LLC, officers, and employees from any liability for property damage resulting from the operating, parking, loading, or unloading (including the use of any boom or detached equipment) of any N&D Tree vehicle over and upon the job location premises described above. This includes, but it not limited to, damage to driveways, walkways, and lawns. Additionally, I release N&D Tree, LLC, officers, and employees from any liability for damage to underground utilities or irrigation while stump grinding.

	ized	

(Signature) (Date)

Applicators are licensed by the Colorado Department of Agriculture

THANK YOU FOR YOUR BUSINESS!

INVOICE

DC2 Services 9249 South Broadway #200-364 Highlands Ranch, CO 80129

Lakewood, CO 80228-1898

marc.cushing@dc2services.com +1 (720) 201-0959 www.dc2services.com

Bill to

Roxborough Village Metropolitan District c/o Special District Management Services, Inc 141 Union Blvd, Ste 150

Ship to

Roxborough Village Metropolitan District c/o Special District Management Services, Inc 141 Union Blvd, Ste 150

Lakewood, CO 80228-1898

Invoice details

Invoice no.: 6170 Terms: Net 15

Invoice date: 10/02/2024 Due date: 10/17/2024

# Date	Product or service	Description	Qty	Rate	Amount
1.	Tree planting	Within the areas designated by the Roxborough Village Metropolitan District, plant the following trees/bushes:	1	\$6,375.00	\$6,375.00
		 - (3) Box Elder Sensation Maples, 2 inch caliper - (3) Common Hackberries 2 inch caliper - (2) Vanderwolf Pine 7 foot height (not measured in caliper) - (1) Ponderosa Pine 8 foot height (not measured in caliper) - (1) Plains Cottonwood #15 container (not available in caliper sizes) - (3) B&B Honeycrisp Apples 			
2.	Miscellaneous	All trees were staked as estimated	1	\$490.00	\$490.00
3.	Irrigation repair	Only one pipe repair was needed, during a dig at Marmot Ridge Park. Two pipe breaks resulted from digging, but one was repaired by the landscape maintenance company as they were on site at the time, and the other was repaired by DC2.	1	\$87.00	\$87.00
4.	Additions	The following completed work was outside/beyond the scope of the original estimate:	1	\$4,810.00	\$4,810.00

- Planted (1) Additional Ponderosa Pine tree (8 foot) in the soccer field grass area. (the

tree was \$585 and digging/planting labor was \$580. Planting labor, including transporting the tree from heavy equipment to manual methods on the steep slope, and hauling excess soil back up to the street from this location, is a bit higher than typical planting endeavors due to this challenging access.) - Cut down and hauled away the large dead pine tree in the soccer field project area. Also brought in stump grinding equipment and ground the stump of the removed tree. Removed excess stump grounds, cleaned up the area, and hauled away removed material. (Labor for cutting down the tree, cutting it up for removal, transporting/loading all of the material from the removal location up to the street above the parking lot, stump grinding, cleaning up grounds, and hauling away the large load \$875. Disposal fees at the landfill were \$175. Stump grinding equipment rental \$325)

- Cut out and removed two massive root balls of trees that were in the upper concrete planting squares, and hauled them away for disposal. The lengthy process of digging around and exposing large roots, as well as cutting those major roots, was done by hand, and the removal had to be done with large equipment. Each root ball had to loaded with large equipment as they were each 400-500 lbs. (\$645 includes labor and disposal fees)
- Brought in (4) cubic yards of shredded cedar mulch material and installed it around all of the new trees. Transporting mulch to the baseball field and volleyball pit sites had to be done by wheelbarrow. (labor for loading, delivery, and installation around the trees. \$725)
- Completed a full watering service of all new trees. This included drive time to the area, filling the portable tank from the irrigation system quick connect locations at the parks, and all labor associated with driving the vehicles around to each planting location. (\$475)
- Upgraded the #15 container Honeycrisp Apple trees to a B&B size, which is a significant step up in size and labor, due to availability. (\$525)

5. Credits

- Reduction in size of the Limber/Vanderwolf Pines by 1 foot, due to availability
- Reduction of 1/2 inch of Caliper size on the Box Elder Maples

-\$525.00

-\$525.00

Total \$11,237.00

1

Overdue

10/17/2024



PROJECT ADDITIONAL SERVICES

Roxborough Village Metro District (RVMD) – Additional GIS Services

Roxborough Village Metro District

October 28, 2024

www.f-w.com

October 28, 2024

Board of District Directors Roxborough Village Metropolitan District (RVMD) 141 Union Blvd, Suite 150 Lakewood, CO 80228

RE: Project Services Agreement for Roxborough Village Metropolitan District (RVMD) – Additional GIS Services

Dear RVMD:

Farnsworth Group, Inc. ("Farnsworth Group") is pleased to present this Additional Project Services
Agreement ("Agreement") to RVMD ("Client") to provide GIS Related services for the RVMD –
Additional GIS Services located at RVMD. We have prepared this Additional Services to match the scope of the work as we understand it, and identified as follows:

The original design services contract included GIS Services for the following:

- Project Site Setup and Initial Administration by FGI: \$1,200.00
 - Coordinate with ESRI
 - o Create:
 - Logins
 - Sharing Groups
 - Connection with FGI Users
 - Other miscellaneous tasks as needed.
- GIS Development and Web Map Creation by FGI: \$3,800.00
 - o Acquire RMVD Data
 - o Review Data
 - Publish to AGOL as Feature Services
 - Setup new geodatabases with attribute columns and domain values (drop down menus)
 - Create and configure various web maps for use by field workers, data editors, and viewers
 - Incorporate into the project AGOL site
- Annual Cost of Maintenance and GIS Tasks: \$2,000
- Total Original Estimate = \$7,000

During preparation of the GIS for RVMD, additional items became required to complete for the GIS system to work as needed.

Please let me know if there are any questions regarding the scope as we have outlined above. The following pages provide more specific details regarding the scope of work, project approach, project team, etc. Please indicate your acceptance of this Additional Services Request, including the attached Schedule of Charges, by signing and returning one copy for our records. We appreciate your consideration and look forward to working with you on this project.

Sincerely,

FARNSWORTH GROUP, INC.

J.C. Cundall, PE

Senior Engineering Manager

PROJECT OVERVIEW /

Our understanding of the project is based on our initial work with RVMD, meetings, and general discussions. This includes the required GIS.

SCOPE OF PROFESSIONAL SERVICES /

SCOPE OF WORK

Farnsworth Group's original scope of work included the GIS task as outlined in the cover letter. However, during the production of the GIS system, additional items became necessary to complete the task as necessary for RVMD to use it. This The scope of additional work includes the services generally described as follows:

- Purchase GPS Items for RVMD:
 - Samsung Galaxy Tab S9 11" Android Al Tablet
 - o Case for Samsung Galaxy Tab S9
 - Samsung Wall Charger
 - o JETech Screen Protector for Samsung Galaxy Tab S9
- GPS Equipment Selection, Setup, Testing, Configuration, and Training:
 - Requested by RVMD to select and order the equipment needed for their landscape company to be able to survey critical points in the field and have them come into the GIS database
 - o Equipment selection and ordering
 - Field Testing
 - o GPS Testing and configuration
 - GPS training
 - Update layers and maps for field data collection
 - User help documents for use in the field
 - o Irrigation points database review and design
 - o Inspection map setup
 - Attribute Updates Web map and field map updates

DELIVERABLES

The scope of work includes the deliverables generally described as follows:

- GPS equipment
- GPS equipment setup and configuration
- GPS training
- Maps for field data collection

MAIN POINT OF CONTACT /

The Main Point of Contact with Farnsworth Group for this project will be:

Farnsworth Group:

J.C. Cundall, PE / Senior Engineering Manager 223 Willow St. / Fort Collins, CO 80524

Office / 970.484.7477 Direct / 970.232.1205 Cell / 970.219.1276

Email / jcundall@f-w.com

DESIGN TEAM

The Design Team selected for this project includes the following members:

Senior Engineering Manager: J.C. Cundall, PE Farnsworth Group, Inc.
Senior GIS Analyst: Doug Barker Farnsworth Group, Inc.

PROFESSIONAL FEES /

Farnsworth Group proposes to provide the described services for a Time and Materials Not To Exceed fee of **\$40,330** (Forty thousand, three hundred and thirty dollars), including normal reimbursable expenses. The breakout of the fees per Task is as follows:

Task No.	Task Name	Additional Fees
1	Purchase GPS Items	\$914.58
2	GPS Equipment Selection, Setup, Testing, Configuration, and Training	\$9,587.50
	This Request Total	\$10,502.08

PROJECT TIMELINE /

Farnsworth Group will work with the Client to determine a mutually agreed upon schedule.

ASSUMPTIONS AND CLARIFICATIONS /

ADDITIONAL SERVICES /

CLIENT RESPONSIBILITIES /

[Signatures on Following Page]

AGREEMENT /

Date

FARNSWORTH GROUP, INC.	ROXBOROUGH VILLAGE METRO DISTRICT			
Signature	Signature			
J.C. <u>C</u> undall	< Typed Name >			
Typed Name	Typed Name			
Senior Engineering Manager	< Title >			
Title	Title			
October 28, 2024	< Month ##, Year >			
Date	Date			
FARNSWORTH GROUP, INC.				
Signature				
< Typed Name >				
Typed Name				
< Title >				
Title				
< <i>Month ##, Year</i> >				

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT

141 Union Boulevard, Suite150 • Lakewood, CO 80228-1898

November ___, 2024

Residents 7955 Jared Way Littleton, CO 80125

Re: Removal of Fencing Materials

Dear Residents,

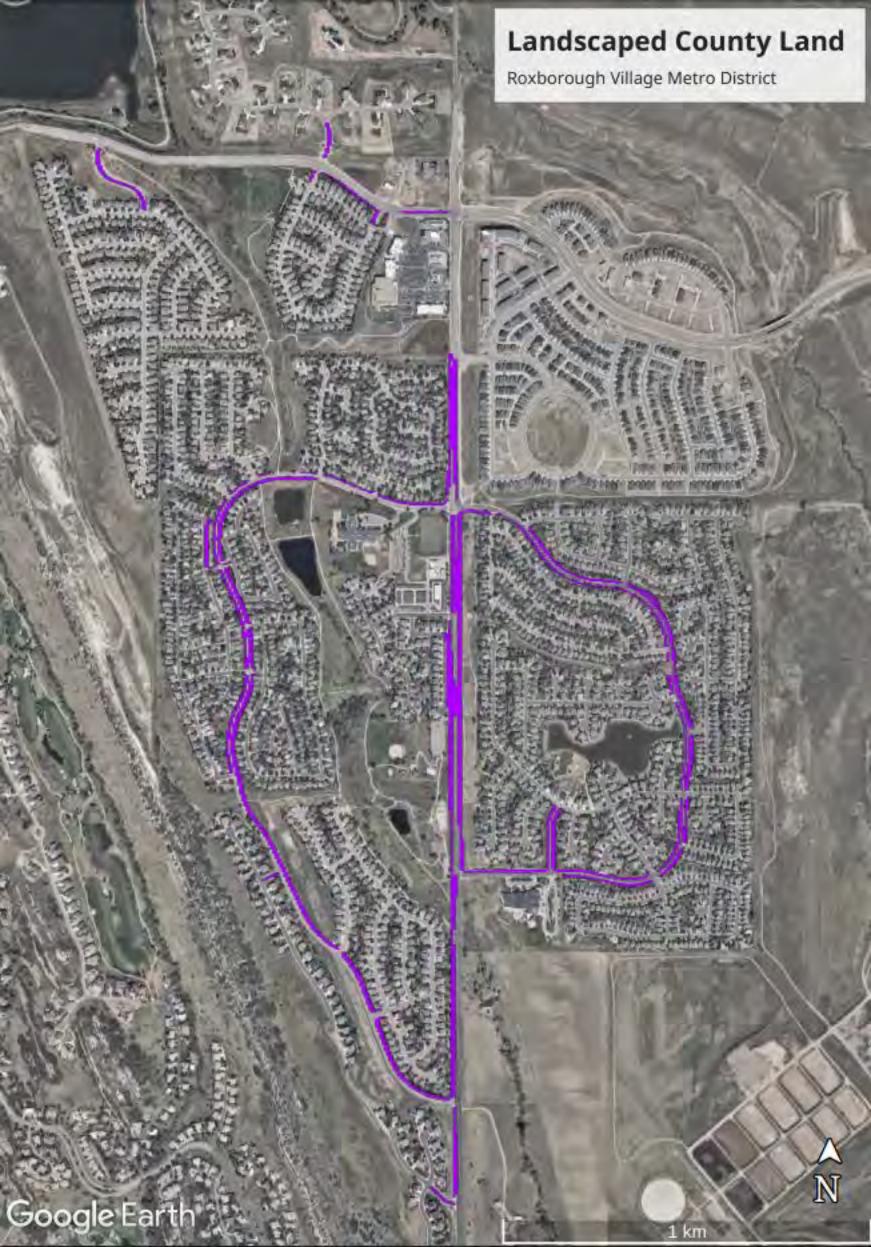
Attached is a photograph showing a portion of the fence behind your residence that is lying flat on land the Roxborough Village Metropolitan District maintains. Pursuant to the authority granted it by C.R.S. § 32-1-1001(j), (m), and (n) and C.R.S. § 18-9-117(1), the District's Board of Directors adopted Rules and Regulations that apply to property the District maintains, which includes the strip of land behind the fence at the back of your property. Allowing any portion of your fence to remain on that land constitutes a petty criminal offense and is a Class A violation of the District's Rules and Regulations, which carries a fine of \$250.00 for a first offense. Under Colorado law, the fine constitutes a perpetual lien on and against your property and may be foreclosed in the same manner as a mechanics' lien.

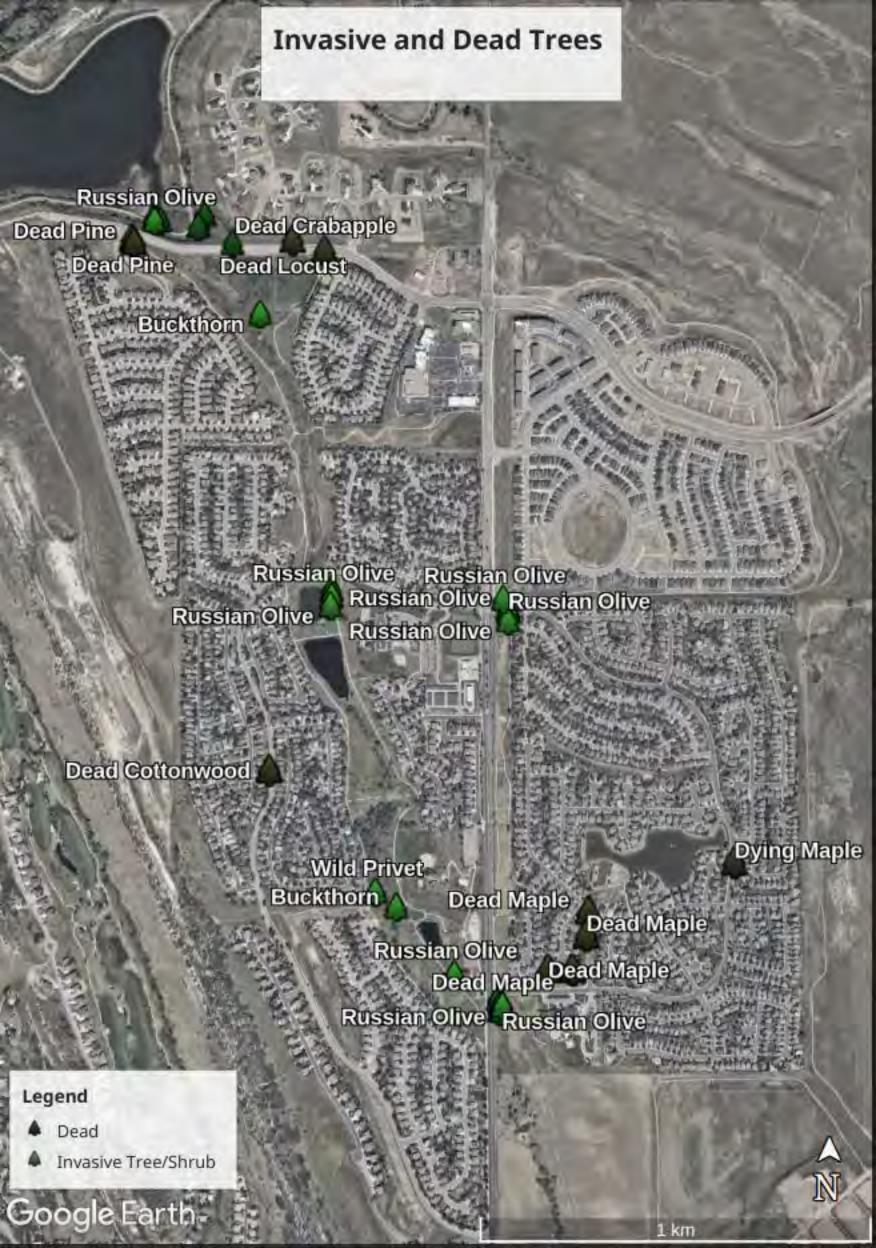
The Board prefers not to take any enforcement action to remove the downed portion of the fence and, therefore, will not take any enforcement action for 60 calendar days from the date of this letter. If at the end of that time the downed portion of the fence has not been removed, the Board will assess the fine and remove the downed portion of the fence and bill you for the removal costs. The Board also may take such additional legal and equitable actions as it deems appropriate.

Sincerely,

Ephram Glass President of the Board







Thank you much for your assistance.



Ephram Glass <ephramglass@roxboroughmetrodistrict.org>

FW: Bench and plaque In Memory of my husband

Ephram Glass <ephramglass@roxboroughmetrodistrict.org> To: Ephram Glass <ephramglass@roxboroughmetrodistrict.org></ephramglass@roxboroughmetrodistrict.org></ephramglass@roxboroughmetrodistrict.org>	Tue, Nov 5, 2024 at 10:59 AM
Subject: Fw: Bench and plaque In Memory of my husband	
Hi Michele,	
As you have requested during our conversation this morning I have included a p for a bench in memory of my husband.	icture of the proposed location
As shown on the picture the location is on Dakota Ridge Trail. I was told by Roxbo is maintained by Roxborough Village HOA.	prough Park HOA that this trail
Please take a look at the picture below for detailed info regarding the location.	
There are already three benches installed nearby, so in my understanding the sp	ot is easy to access.
Please let me know if there is anything else I need to do before you present this papproval.	proposition to the Board for

1 of 2 11/5/24, 11:00



2 of 2



Ephram Glass <ephramglass@roxboroughmetrodistrict.org>

Roxborough follow-ups

Janet Herman < JHerman@douglas.co.us>

Fri, Nov 1, 2024 at 2:20 PM

To: Ephram Glass <ephramglass@roxboroughmetrodistrict.org>, Brad Robenstein <BRobenst@douglas.co.us> Cc: Brad Robenstein <BRobenst@douglas.co.us>, Zeke Lynch <zlynch@douglas.co.us>, Art Griffith <AGriffit@douglas.co.us>

1) Recommendation for how to remediate the drainage south of the Roxborough Marketplace. You suggested lowering the exit drain and creating a swale.

Response:

- a. Brad is still planning on a site visit with one of our Drainage engineers (Deb Kula) to try and determine what is causing the sediment buildup in the pond (i.e.: is it coming from the road, pond, swale along the road)
 - b. We still need to get an invert elevation at the MH (on the Marketplace property) to see how much lower the existing drainpipe can go, so we can determine if it's possible to grade a swale on Tract A (of Chatfield Farms). Ideally, we would want 2% or more and if that's not possible a concrete trickle channel may be needed to get positive flow.
- 2) Brad was going to send a shape file with the stormwater system that included Chatfield Farms (or just Chatfield Farms). (I will then relay, through standard channels, which outlets have issues).

Response: Thanks for the reminder, I believe that was sent today.

3) It was discussed that you would look into Waterton Rd safety options, including raised medians, improved signage, and traffic signal timing.

Response:

It's on the list to review. We will review the signage and striping improvements that we did this past summer, to see how effective it has been and to see if we should make any modifications, including the consideration of adding raised medians to separate the lanes.

We have added the design of a new signal at the Safeway/Waterton Road intersection to our list. The design will get started in 2025 with the approval of our budget.

4) Provide a rough estimate for a single lane traffic circle at Campfire and Waterton similar to the Bright Sky Ln/Roxborough Park Rd traffic circle.

Response: I'm a little torn on this request, since this road is identified as a 4-lane road in the future and it's practically 4-lanes leading up to it from the east. We would want it to be built to accommodate a 4-lane Waterton Road. Building a single lane roundabout would be difficult to expand without negatively impacting the traffic that uses Waterton. So, the cost to construct a roundabout at this location is going to be over \$3M,

1 of 2

since it would include some widening of Waterton to match the existing 4-lane road to the east, relocation of the drainage system on Campfire. Traffic control will be tricky since there isn't a detour alternative.

5) Regarding a maintenance agreement between Roxborough Village and the County, you were going to provide a snippet of acceptable language where we'd be "at the table" for any decisions affecting existing landscaping on County property. (I will have a map showing affected areas sent to you once our board reviews it. It's on our agenda in early November).

Response: I will need to get back to you next week on some proposed/modified language that could be added to our standard License Agreement.

As we discussed, the County could add "notification-type" language, but we won't be able to add language that gives the District review and approval authority. With the HR Metro District License, neither the District nor the County were allowed review/approval authority on each other's properties. We did add language that allowed the HR Metro District to perform routine maintenance without requiring a County Permit as long as they didn't have activities that required shoulder, vehicular lane, bicycle lane or sidewalk closures. We can add that permit language to our standard license agreement for you.

Have a good weekend,

Janet

[Quoted text hidden]

2 of 2 11/5/24, 11:11

Roxborough Village Metro District 141 Union Blvd, Suite 150 Lakewood CO 80228

Cell Phone # (720) 341-9770

Michael Cantral
Printed Name

P&L Electric LLC 5905 Cheetah Chase Littleton CO 80124 (720) 341-9770 Fax (303) 200-0522

					Fax (303) 200- 0522
Attn:	Ephram Glass				
Proposal #:	2018CO1	Phone: 720-805-7644	Fax: (303) 987-0835	Approximate Start Date:	Approximate Finish Date:
Date: November 5, 202	24	720-803-7044	(303) 987-0833	11/25/24	11/25/24
ŕ					
This confidential propose Location:	sal is to furnish all	materials and perform a	ll labor to complete the follo	wing electrical work:	
Roxborough Village N	Metro District	141 Union Blvd, Suit	e 150 Lakewo	od CO 80228	
Scope of Work: INCLUDED:	CO1 - Addio	nal Engineering per	Douglas County		
1) Provide sub-cont Price for CO1 \$6	•	itional engineering a	nd pre-potholing as per	sub-contractor work scope.	
Notes and Exclusion:					
ASSUMPTIONS: All work to be complete	ted between the h	nours of 8:00am and 5:0	00pm Monday – Friday.		
For any additional scope All of the above work to for the sum of	e of work, see atta be completed in a see abo	a substantial and workma	ollowing price is good for 30 unlike manner according to stax	days. tandard and code practices	
			-TERMS-		
	ites in anyway related t	to, arising out of, or connected	1 0 1 1	osal apply and are incorporated by ses provided by P&L Electric LLC shall be such disputes.	
The customer agrees to 1	pay	Bi-weekly progress b	illings due Net 30 with a	pproved credit. In some cases	s a down payment and/or progress
Company - 1 1' + 11	adow k CC		uired and due upon recei	-	on of 1.50/ mon e
or the maximum allowed		ective on all accounts 30	days after the invoice date.	Charges are computed at the lowe	1 01 1.3% per montn
		before you read all attached pa his agreement to protect your lo		and Conditions), or if it contains blank spa	ces. You are
Respectfully Submitted By:			Accepted By:		
Authorized Signature:		11/5/202 Date:	Authorized Signature:		Date:
ی			0		

Printed Name





Bid Proposal

Date: 11/4/2024 2125

Estimate # **WO**#

To: Roxborough Village Metropolitan District

Attn: **Ephram Glass**

> 141 S Union Blvd Lakewood, CO 80228 (720) 805-7644

ephramglass@RoxoroughMetroDistrict.org

10126 W Waterton Rd - Neighborhood Park **Job Name:**

> 10126 W Waterton Rd Littleton, Colorado 80125

Scope of Work: **Replace Flood lights for Monument**

We propose to furnish all material and perform all the labor to complete the scope of work for the project listed above. See below for specific scope of work and any exclusions. All the work shall be completed in a substantial and workman like manner for the sum of \$997.00

INCLUDED:

- 1. Remove (2) existing monument flood lights
- 2. Install (2) 35-watt LED flood lights.
- 3. Test operation with Photo-eye.

EXCLUSIONS:

- Any painting and/or drywall patching or repairs
- Any existing conditions or code violations requiring additional repairs

Notes:

Assumptions:

- All work is to be completed between the hours or 6:00AM and 5:00PM Monday Friday
- Any utility company charges to be billed directly to the customer.

**Due to volatile market conditions, all pricing is held firm for 48 hours. After 48 hours this proposal is subject to revision. **

Service and Finance Charges are applicable on past due accounts at the rate of 10% per month on amounts thirty (30) days past due. This charge will be added to the total of the invoice due. Service charges will not compound and will be based on the initial invoice total. Such charges are shown as "service charge". There is no service charge if accounts are paid within thirty days of the end of the month in which purchases are made.

Any alteration or deviation from the above specifications involving the extra cost of material and/or labor will result in additional charges. Change orders will be performed on a T&M basis at a rate of \$132.50 per hour plus any materials required. A formal written change order may be requested by either party.

Bi-weekly progress billing is due to Net30 with approved credit. In some cases, a down payment and/or progress payments may be required and due upon receipt of invoice.

Respectfully submitted,

Acceptance

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal, for which the undersigned agrees to pay the amount mentioned in said proposal, and according to the terms thereof. I also agree to pay all reasonable costs, charges and attorney fees that may accrue hereon after any default in payments.

Signed:	Printed:
Title·	Date:

SHEET INDEX

GENERAL NOTES, DEDICATION, SIGNATURE BLOCKS, VICINITY MAPS

SHEET 2 LEGAL DESCRIPTION, LAND USE TABLES

SHEET 3 OVERALL PLAT BOUNDARY AND SECTION INFORMATION

LOT, TRACT, EASEMENT AND RIGHT-OF-WAY INFORMATION LINE AND CURVE TABLES SHEET 17

SHEET 18 EXISTING COMMUNICATION EASEMENT, LOCATIONS & RECORDING INFORMATION

STERLING RANCH FILING NO. 7C

A PORTION OF PLANNING AREA D2

A FINAL PLAT, SITUATED IN THE SOUTHWEST QUARTER OF SECTION 30 & THE NORTHWEST QUARTER OF SECTION 31, BOTH IN TOWNSHIP 6 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO.

46.058 ACRES - 432 RESIDENTIAL LOTS - 22 TRACTS - SB20__-___

LEGAL DESCRIPTION

SEE SHEET 2

DEDICATION STATEMENT

THE UNDERSIGNED, BEING ALL THE OWNERS, MORTGAGEES, BENEFICIARIES OF DEEDS OF TRUST AND HOLDERS OF OTHER INTERESTS IN THE LANDS DESCRIBED HEREIN, HAVE LAID OUT, SUBDIVIDED AND PLATTED SAID LANDS INTO LOTS, TRACTS, STREETS AND EASEMENTS AS SHOWN HEREON UNDER THE NAME AND SUBDIVISION OF STERLING RANCH FILING NO. 7C. THE UTILITY EASEMENTS SHOWN HEREON ARE HEREBY DEDICATED FOR PUBLIC UTILITIES AND CABLE COMMUNICATION SYSTEMS AND OTHER PURPOSES AS SHOWN HEREON. THE ENTITIES RESPONSIBLE FOR PROVIDING THE SERVICES FOR WHICH THE EASEMENTS ARE ESTABLISHED ARE HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO ADJACENT PROPERTIES FOR INSTALLATION, MAINTENANCE AND REPLACEMENT OF UTILITY LINES AND RELATED FACILITIES. STREET A, STREET B, STREET C, STREET D AND STREET C RIGHTS-OF-WAY AS SHOWN HEREON ARE DEDICATED AND CONVEYED TO DOUGLAS COUNTY, COLORADO, IN FEE SIMPLE ABSOLUTE WITH MARKETABLE TITLE, FOR PUBLIC USES AND PURPOSES. UTILITY EASEMENTS, SIGHT DISTANCE EASEMENTS, DRAINAGE AND BLANKET ACCESS EASEMENTS, AND PUBLIC PEDESTRIAN ACCESS EASEMENTS SHOWN HEREON ARE DEDICATED AND CONVEYED TO DOUGLAS COUNTY, COLORADO, FOR PUBLIC USES AND PURPOSES.

OWNER

ITS MANAGER

STERLING RANCH, LLC A DELAWARE LIMITED LIABILITY COMPANY

BY: STERLING RANCH DEVELOPMENT COMPANY. A COLORADO CORPORATION

BROCK SMETHILLS, PRESIDENT

JAKE SPRATT, SECRETARY

STATE OF COLORADO COUNTY OF DOUGLAS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS _____ DAY OF _ BROCK SMETHILLS AND JAKE SPRATT, AS PRESIDENT AND SECRETARY

RESPECTIVELY, OF STERLING RANCH DEVELOPMENT COMPANY, A COLORADO CORPORATION, AS MANAGER OF STERLING RANCH, LLC, A DELAWARE LIMITED LIABILITY COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL

MY COMMISSION

EXPIRES: _____

LIENHOLDER

STERLING RANCH, LLC, A COLORADO LIMITED LIABILITY COMPANY

AS "LENDER" AND BENEFICIARY UNDER THAT CERTAIN CARRYBACK DEED OF TRUST RECORDED ON MAY 21, 2021 AT RECEPTION NUMBER 2021064967

STERLING RANCH HOLDINGS, LLC, A COLORADO

LIMITED LIABILITY COMPANY ITS: MANAGER

HAROLD R. SMETHILLS, JR., MANAGER STATE OF COLORADO

COUNTY OF DOUGLAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _______, 20___

BY HAROLD R. SMETHILLS, JR., AS MANAGER OF STERLING RANCH HOLDINGS, LLC, AS MANAGER OF STERLING RANCH, LLC A COLORADO LIMITED LIABILITY COMPANY

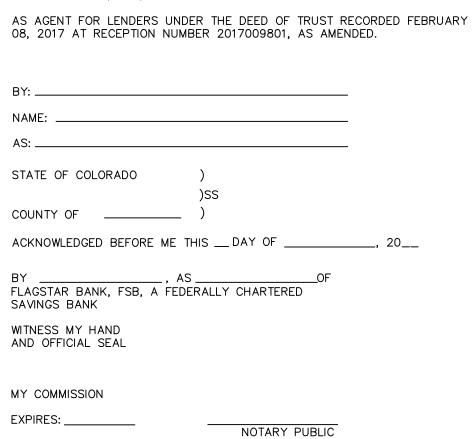
WITNESS MY HAND AND OFFICIAL SEAL

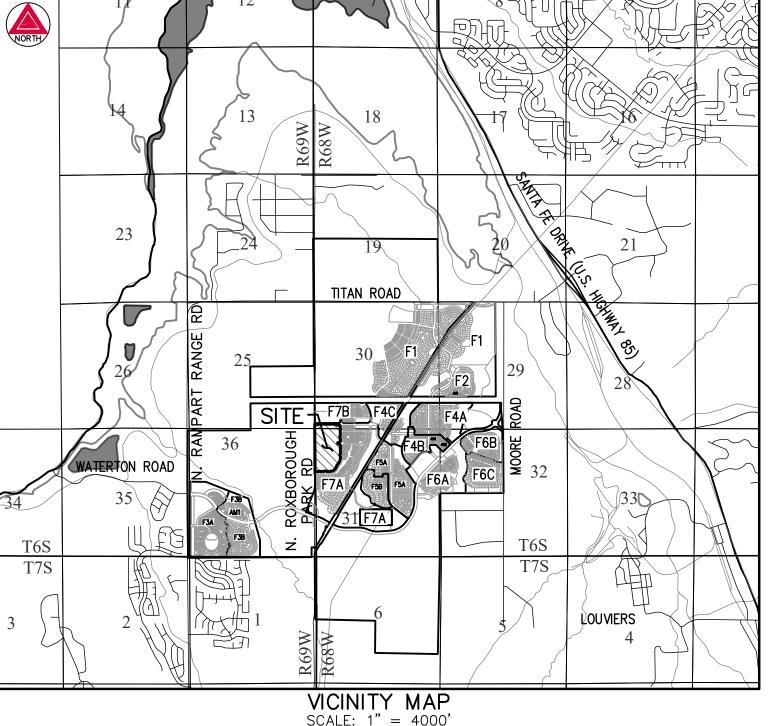
MY COMMISSION

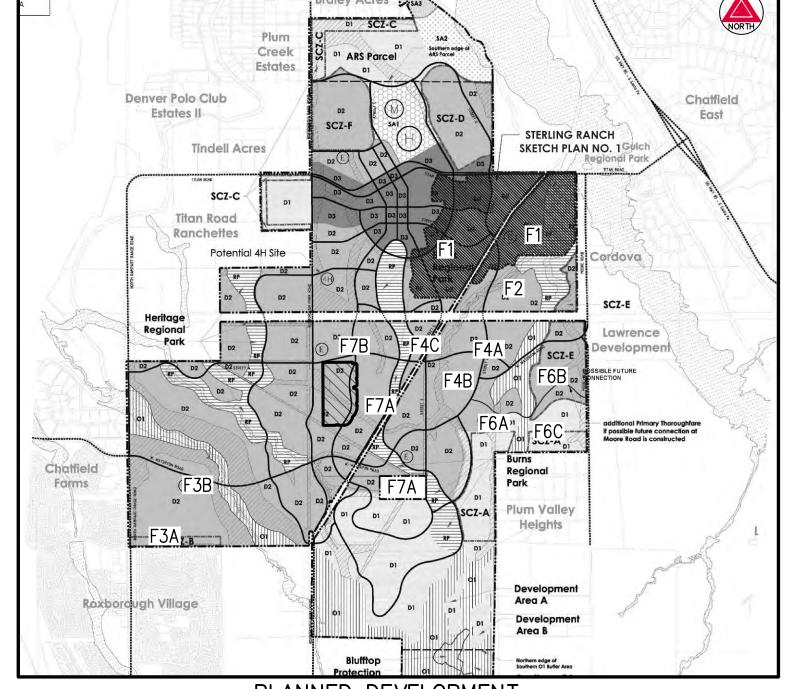
EXPIRES: _____

<u>LIENHOLDER</u> FLAGSTAR BANK, FSB, A FEDERALLY CHARTERED SAVINGS BANK

NOTARY PUBLIC







PLANNED DEVELOPMENT NOT TO SCALE

GENERAL NOTES

- 1. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, COLORADO REVISED STATUTE.
- 2. PER C.R.S. 38-51-106, "ALL LINEAL UNITS DEPICTED ON THIS LAND SURVEY PLAT ARE U.S. SURVEY FEET. ONE METER EQUALS 39.37/12 U.S. SURVEY FEET, EXACTLY ACCORDING TO THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY."
- 3. THE FIELD WORK FOR THIS SURVEY WAS PERFORMED BY AN AZTEC CONSULTANTS, INC. SURVEY CREW AND COMPLETED ON AUGUST 24, 2023.
- 4. BASIS OF BEARINGS: BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 6 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN WHICH IS ASSUMED TO BEAR NORTH 89*45'49" EAST AND IS MONUMENTED AS SHOWN HEREON.
- _ AT _: __ A.M./P.M. WAS RELIED UPON FOR RECORD INFORMATION REGARDING RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES. THIS SURVEY DOES NOT REPRESENT A TITLE SEARCH BY AZTEC CONSULTANTS INC. TO DETERMINE OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS OF PUBLIC RECORD.
- 6. BASED ON A GRAPHICAL REPRESENTATION OF FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP(S) (FIRM) NO. 08035C0131F, ALL WITH AN EFFECTIVE DATE OF SEPTEMBER 30, 2005, THE SUBJECT PROPERTY LIES WITHIN OTHER AREAS ZONE "X", WITH "ZONE X" BEING DEFINED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN".
- 7. TRACTS A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U AND V SHALL BE OWNED AND MAINTAINED BY STERLING RANCH COMMUNITY BOARD, ITS SUCCESSORS AND ASSIGNS, FOR ACCESS, UTILITIES, DRAINAGE, AND LANDSCAPING. UTILITY EASEMENTS ARE SHOWN
- HEREON OR AS DEFINED BY SEPARATE INSTRUMENT). 12. TRACTS AA, BB, CC, DD, EE, FF, GG, HH, II, JJ AND KK SHALL BE OWNED AND MAINTAINED BY STERLING RANCH COMMUNITY AUTHORITY BOARD, ITS SUCCESSORS AND ASSIGNS, FOR UTILITIES, DRAINAGE AND PUBLIC ACCESS. (THE "USE" LISTED FOR UTILITIES IS NOT A GRANT OF BLANKET
- EASEMENT OVER THE TRACTS, UTILITY EASEMENTS ARE SHOWN HEREON OR AS DEFINED BY SEPARATE INSTRUMENT). 13. ALL LOT LINES ARE TO BE CONSIDERED RADIAL UNLESS OTHERWISE NOTED.
- 14. DWELLING UNITS AND COMMERCIAL UNITS SHALL BE CONSTRUCTED IN A MANNER WHICH WILL ACCOMMODATE CONTROLLED ON TO A UTILITY MONITORING AND TELECOMMUNICATION SYSTEM FOR CENTRAL SERVICE UNDER A MASTER SERVICE CONTRACT OR CENTRAL COMPUTER CONTROLLED MONITORING PROGRAM. THE OWNERS OF EACH LOT SHALL FULLY PARTICIPATE IN AND BE PART OF THE UTILITY MONITORING AND TELECOMMUNICATIONS SYSTEM OR SYSTEMS.
- 15. THE STERLING RANCH COMMUNITY AUTHORITY BOARD HAS ADOPTED THE ARCHEOLOGICAL RESOURCES POLICY, RESOLUTION NO. 2014-12-01, FOR THE TREATMENT OF ARCHAEOLOGICAL, PALEONTOLOGICAL AND HISTORIC RESOURCES DISCOVERED DURING CONSTRUCTION OF STERLING RANCH FILING NO. 7C. THE PROTOCOL ADOPTED MEETS THE MINIMUM REQUIRED DISCOVERY PROTOCOL OUTLINED IN THE STERLING RANCH PLANNED DEVELOPMENT, SECTION S-7.7, RECORDED ON DECEMBER 10, 2013, RECEPTION NUMBER 2013095325.
- 16. ALL LOTS OF FOR SALE DWELLING UNITS WITHIN THIS PLAT ARE CONSIDERED A "LEVIED UNIT" AND ARE SUBJECT TO THE WATERTON FEE, AS DEFINED IN THE AMENDED AND RESTATED WATERTON BOULEVARD INFRASTRUCTURE DEVELOPMENT AGREEMENT, DATED SEPTEMBER 2, 2020, AS MAY BE AMENDED FROM TIME TO TIME.
- 17. DRAINAGE EASEMENTS ARE HEREBY DEDICATED TO DOUGLAS COUNTY ACROSS TRACTS A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U AND V FOR THE PURPOSE OF ACCESSING, MAINTAINING, AND REPAIRING STORM WATER MANAGEMENT IMPROVEMENTS, INCLUDING, BUT NOT LIMITED TO, INLETS, PIPES, CULVERTS, CHANNELS, DITCHES, HYDRAULIC STRUCTURES, RIPRAP, DETENTION BASINS, FOREBAYS, MICRO-POOLS, AND WATER QUALITY FACILITIES") IN THE EVENT STERLING RANCH COMMUNITY AUTHORITY BOARD, ITS SUCCESSORS AND ASSIGNS ("SYSTEM OWNER") FAILS TO SATISFACTORILY MAINTAIN OR REPAIR SAID FACILITIES. A BLANKET ACCESS EASEMENT OVER THE SUBDIVISION IS ALSO GRANTED TO DOUGLAS COUNTY, BUT ONLY FOR THE PURPOSE OF ACCESSING THE FACILITIES IN THE EVENT THAT THE DRAINAGE EASEMENTS DO NOT PROVIDE ADEQUATE ACCESS. THE MAINTENANCE AND REPAIR OF THE FACILITIES LOCATED IN THE SUBDIVISION, AS SHOWN ON THE CONSTRUCTION PLANS ACCEPTED BY DOUGLAS COUNTY OR ON THE PLAT FOR THE SUBDIVISION, SHALL BE THE RESPONSIBILITY OF THE SYSTEM OWNER. IN THE EVENT SUCH MAINTENANCE AND REPAIR ARE NOT PERFORMED BY THE SYSTEM OWNER TO THE SATISFACTION OF DOUGLAS COUNTY, THEN DOUGLAS COUNTY SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO ENTER SAID SUBDIVISION, AFTER TEN (10) DAYS PRIOR WRITTEN NOTICE TO THE SYSTEM OWNER, UNLESS THERE IS AN EMERGENCY, IN WHICH CASE DOUGLAS COUNTY SHALL GIVE NOTICE AS SOON AS PRACTICABLE, TO PERFORM ALL NECESSARY WORK, THE COST OF WHICH SHALL BE PAID BY THE SYSTEM OWNER UPON BILLING. IN THE EVENT THE SYSTEM OWNER FAILS TO REIMBURSE DOUGLAS COUNTY WITHIN THIRTY (30) DAYS AFTER SUBMISSION OF THE BILL FOR THE COSTS INCURRED, DOUGLAS COUNTY SHALL HAVE THE RIGHT TO ENFORCE SUCH OBLIGATIONS BY APPROPRIATE LEGAL ACTION. IT IS THE SYSTEM OWNER RESPONSIBILITY TO CONSTRUCT, MAINTAIN, AND REPAIR THE FACILITIES IN A MANNER CONSISTENT WITH ALL APPLICABLE PLANS APPROVED OR ACCEPTED BY DOUGLAS COUNTY.
- 18. THIS PLAT IS SUBJECT TO EXISTING COMMUNICATION EASEMENTS AS SHOWN AND IDENTIFIED ON SHEET 18 HEREON.
- 19. PER THE STATE OF COLORADO BOARD OF LICENSURE FOR ARCHITECTS, PROFESSIONAL ENGINEERS, AND PROFESSIONAL LAND SURVEYORS RULE 1.6.B.2 THE WORD "CERTIFY" AS USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED. THE SURVEY REPRESENTED HEREON HAS BEEN PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF.

THE DEDICATION OF THE TRACTS A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V AND DRAINAGE EASEMENTS AS SHOWN HEREON ARE HEREBY ACCEPTED FOR OWNERSHIP AND MAINTENANCE BY THE STERLING RANCH COMMUNITY AUTHORITY BOARD.

STERLING RANCH COMMUNITY AUTHORITY BOARD A POLITICAL SUBDIVISION AND PUBLIC CORPORATION OF THE STATE OF COLORADO FORMED PURSUANT TO C.R.S. § 29-1-203.5

HAROLD R. SMETHILLS, JR., PRESIDENT
STATE OF COLORADO))SS
COUNTY OF DOUGLAS)
ACKNOWLEDGED BEFORE ME THIS DAY OF, 20
BY HAROLD R. SMETHILLS, JR., PRESIDENT OF STERLING RANCH COMMUNITY AUTHORITY BOARD A POLITICAL SUBDIVISION AND PUBLIC CORPORATION OF THE STATE OF COLORAD FORMED PURSUANT TO C.R.S. § 29-1-203.5
WITNESS MY HAND AND OFFICIAL SEAL
MY COMMISSION EXPIRES:
NOTARY PUBLIC

SURVEYOR'S CERTIFICATE

I, ANTHONY K. PEALL, A DULY LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIF THAT THIS PLAT TRULY AND CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE ON AUGUST 24, 2023, BY ME OF UNDER MY DIRECT SUPERVISION AND THAT ALL MONUMENTS EXIST AS SHOWN HEREON; THAT MATHEMATICAL CLOSURE ERRORS ARE LESS THAN 1:50,000 (SECOND ORDER) AND THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WIT ALL APPLICABLE LAWS OF THE STATE OF COLORADO DEALING WITH MONUMENTS, SUBDIVISIONS OR SURVEYING OF LAND AN ALL APPLICABLE PROVISIONS OF THE DOUGLAS COUNTY SUBDIVISION RESOLUTION. THIS CERTIFICATION IS BASED ON MY KNOWLEDGE, INFORMATION, AND BELIEF AND IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

ANTHONY K. PEALL, LICENSED PROFESSIONAL LAND SURVEYOR COLORADO P.L.S. NO. 38636 FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED SUCH DEFECT. IN NO EVENT MAY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

TITLE VERIFICATION

WE, LAND TITLE PLATTED HEREC AND MONETARY	N AND THAT	TITLE TO	•				D
LAND TITLE GU	ARANTEE COM	MPANY					
BY:							
TITLE:							
DATE.							

DATE:	
STATE OF COLORADO)
)SS
COUNTY OF)

ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 20__ BY _____ AS ____

OF LAND TITLE GUARANTEE COMPANY WITNESS MY HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

PLANNING COMMISSIONERS CERTIFICATE

THE PRELIMINARY PLAN (SB2021-057) FOR THIS FINAL PLAT WAS REVIEWED BY THE PLANNING COMMISSION ON OCTOBER 11, 2022.

DIRECTOR OF COMMUNITY DEVELOPMENT

BOARD OF COUNTY COMMISSIONERS CERTIFICATE

THIS PLAT WAS APPROVED FOR FILING BY THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, COLORADO, ON

THE _____ DAY OF _____, 20__, SUBJECT TO ANY CONDITIONS SPECIFIED HEREON. THE DEDICATIONS OF STREET A, STREET B, STREET C, STREET D AND STREET E, UTILITY EASEMENTS, SIGHT DISTANCE EASEMENTS, DRAINAGE AND BLANKET ACCESS EASEMENTS ARE ACCEPTED.

ALL EXPENSES INCURRED WITH RESPECT TO IMPROVEMENTS FOR ALL UTILITY SERVICES, PAVING, GRADING, LANDSCAPING, CURBS, GUTTER, SIDEWALKS, ROAD LIGHTING, ROAD SIGNS, FLOOD PROTECTION DEVICES, DRAINAGE STRUCTURES, AND ALL OTHER IMPROVEMENTS THAT MAY BE REQUIRED SHALL BE THE RESPONSIBILITY OF THE SUBDIVIDER AND NOT DOUGLAS COUNTY.

THIS ACCEPTANCE DOES NOT GUARANTEE THAT SOIL CONDITIONS, SUBSURFACE GEOLOGY, GROUNDWATER CONDITIONS OR FLOODING CONDITIONS OF ANY LOTS SHOWN HEREON ARE SUCH THAT A BUILDING PERMIT, WELL PERMIT OR SEWAGE DISPOSAL PERMIT WILL BE ISSUED.

CHAIR, BOARD OF COUNTY COMMISSIONERS

CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO COUNTY OF DOUGLAS)

I HEREBY CERTIFY THAT THIS PLAT WAS FILED IN MY OFFICE ON THIS _____ DAY OF _____ 20__, A.D., AT _____ A.M./P.M. AND WAS RECORDED AT RECEPTION NO. _____

LAST REVISED: 9/19/2024 ■ 300 East Mineral Ave., Suite Littleton, Colorado 80122 ▲ Phone: (303) 713-1898 Fax: (303) 713-1897

DEVELOPER STERLING RANCH DEVELOPMENT COMPANY 8155 PINEY RIVER AVENUE, SUITE 200

LITTLETON, CO 80125

303.202.6800

DATE OF 08-30-2024 PREPARATION: SCALE: SHEET 1 OF 18

Drawn By: BAM AzTec Proj. No.: 124022-01



Project Narrative Minor Development Plat Application for Sterling Ranch Filing 7C Final Plat September 19, 2024

Property Owner:

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

Legal:

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

Land Planner:

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

Applicant:

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

Civil Engineer:

Kimley-Horn and Associates, Inc. 6200 S Syracuse Way, Suite 300 Greenwood Village, Colorado 80111 Caitlin Sheahan, PE (970) 986-6784 caitlin.sheahan@kimley-horn.com

Transportation Engineer:

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

PROJECT OVERVIEW

Pursuant to Section 605.02 of the Douglas County Subdivision Resolution, this written narrative provides an outline of the submittal documentation in support of the Sterling Ranch Filing No. 7C Final Plat land use application ("Filing 7C").

A. Background.

Filing 7C is the third plat submitted to Douglas County related to Preliminary Plan 7. Preliminary Plan 7 was approved by the Douglas County Board of County Commissioners on October 11, 2022.

B. County Process.

A Final Plat application is processed pursuant to Article 5 of the *Subdivision Resolution*. Article 5 states the intent of the process is "To provide for the review of the final engineering plans, the subdivision improvement agreement, public dedications, and other legal agreements."

Per section 504.06, "Staff will provide a staff report to the Board. The Board shall evaluate the final plat, staff report, referral agency comments, applicant responses, and public comment and testimony, and shall approve, approve with conditions, continue, table for further study, or deny the final plat. The Board's action shall be based on the evidence presented; compliance with adopted County standards, regulations, and policies; and other guidelines."

C. Location.

The Applicant requests approval of Filing 7C, which includes approximately ±46.058 acres and is located within Planning Area D2 of the Sterling Ranch Planned Development. Filing No. 7C is generally located west of Filing Nos. 5A and 5B, south of Sterling Ranch Avenue, north of Waterton Road, and east of Roxborough Park Road. It is directly west of Filing No. 7A.

D. Project.

The Applicant proposes 104 single-family detached lots, 282 duplex lots, and 46 townhome lots for a total of 432 lots. In addition, there are 22 tracts on 9.779 acres.

Filing 7C is currently part of Neighborhood D2.8 and is primarily designated as Character Zone C5, which allows for single family, multifamily, and commercial development. It also has a series of connected open space tracts designated as Character Zone C1. The proposed density of the site is in conformance with the Neighborhood Plan and meets the allowable density requirement of the C5 Character Zone.

No land within the project site is being proposed for park dedication, however the 104 single-family detached and 328 attached dwelling units will generate a park dedication requirement of 15.455 acres. The Sterling Ranch Park Tracking Table has been updated to account for the required park dedication.

Access for the project is proposed from Hooper Street to the south and east and Sterling Ranch Avenue to the north as constructed per the approved Filing No. 7A plat.

E. Infrastructure.

To support the future development of Filing 7C, infrastructure related to roadways, water, sanitary sewer and storm sewer will be required within the site.

The Site will have four primary access points: connection to and extension of Sterling Ranch Ave and connection to Hooper Street in three (3) locations. Hooper Street will be located immediately east and south of Filing 7C. Filing 7A will extend Hooper Street from the intersection of Roxborough Park Road to Sterling Ranch Avenue. Sterling Ranch Avenue is located immediately north of Filing 7C and will be completed with the construction of Filing 7A. The proposed Filing 7C includes a continuation of Sterling Ranch Ave to Roxborough Park Road. All proposed accesses will be stop controlled. The connections to Roxborough Park Road will not be opened for travel with Filing 7C since existing roadway capacity within Sterling Ranch can accommodate the traffic. Connecting to Roxborough Park Road is shown to be needed with future Filing 7D.

A design of Roxborough Park Road from Waterton Road to Hooper Street is being provided with the submittal of Filing 7C. The design will be an interim condition with pavement for two lanes (one lane per direction) and curb and gutter on the east side of the ROW. North of Hooper Street, Roxborough Park Road will remain in its existing gravel condition. A barricade will be provided at the intersection of Sterling Ranch Ave and Roxborough Park Road, to ensure traffic is conveyed east to Ordway Drive. A barricade will also be provided north of the Roxborough Park Road and Hooper Street intersection. The Applicant will be requesting an extension to the current Roxborough Park Road closure. The "Sterling Ranch Filing No. 7C Traffic Analysis" submitted with the Filing 7C Final Plat provides a summary of timing and warrants for Roxborough Park Road. The full improvements to Roxborough Park Road will not be warranted until after future Filings 7D and 7E are constructed. The ultimate design for Roxborough Park Road will be a "Boulevard" cross-section as defined in the Roadway Design Standards for Sterling Ranch. The traffic generated by Filings 7B and 7C can be accommodated through existing streets east of Filing 7C (Sterling Ranch Avenue, Ordway Drive, Hooper Street, Middle Fork Street, and Taylor River Street).

Sanitary sewer will be provided through the 7C site. Flows will be conveyed in two directions: a portion of the Site will be conveyed north to the existing sanitary sewer line constructed as part of Filing 7A, and a portion of the Site will be conveyed west to a new sanitary sewer line in Roxborough Park Road. All of the flow will ultimately be conveyed to tie into Roxborough Park Road sanitary sewer infrastructure constructed with the proposed Filing No. 7A. Flows are then routed west to the Lift Station 7. The site has been accounted for in the design of the downstream sanitary sewer system.

Potable water will be provided through the 7C site with proposed 20" DIP, 12" PVC, and 8" diameter PVC watermain loops. Seven connections to existing water main infrastructure are proposed: five connections will be made to the stubs provided by Filing 7A along Hooper Street, one connection to and extension of the 12" PVC water main in Sterling Ranch Ave will be provided, and one connection to and extension of the 20" DIP water main in Roxborough Park Road will be provided. Filing 7C will be served by the Sterling Ranch Community Authority Board (CAB), the retail water provider for the Sterling Ranch Planned Development. Dominion Water and Sanitation District (Dominion) is the wholesale water district that provides water and wastewater service to the CAB. The Dominion water supply information for Filing 7C is consistent with the previously submitted information with Preliminary Plan 7, which was approved by the Douglas County Board of County Commissioners on October 11, 2022.

Filing 7C has the required documentation to demonstrate evidence of sufficient water supply pursuant to the Amended and Restated Sterling Ranch Water Appeal approved on October 12, 2021 ("Sterling Ranch Water Appeal"). Included in the submittal is a Wholesale Water and Wastewater Cumulative Service Commitment Letter from Dominion dated September 5, 2024, and a CAB Will Serve Letter dated September 6, 2024.

Storm sewers have been designed within Filing 7C to capture flows from the proposed developed site and convey them to two locations: 1) the northeast corner of Filing 7C, where the storm sewer will tie into Filing 7A infrastructure to outfall to Pond F30 and 2) the western portion of Filing 7C where the storm sewer will outfall into a temporary channel to provide conveyance to Pond D10. Pond F30 was designed to provide water quality and detention for stormwater flows from Filing 7A, 7B, and the northern portion of Filing 7C. Pond F30 will discharge controlled stormwater to

Unnamed Tributary 3 per the Master Drainage Study. Pond D10 is currently being designed to provide water quality and detention for stormwater flows from the southern portion of Filing 7C as well as future Filings 7D and 7E. Pond D10 will discharge controlled stormwater to Rampart Gulch per the Master Drainage Study.

Electric and Gas service will be provided by Xcel Energy. Cable and telephone service will be provided by Lumiere Fiber, LLC.

Easements and tracts will be required to support development of the site for items such as utility easements for dry utilities, telecommunications, water and sanitary sewer facilities, storm sewer, and emergency access. The Plat identifies the type and location of tracts and easements required for the site.

Compliance with FINAL PLAT Approval Standards

503.01 Filing 7C conforms with the goals, objectives, and policies of the Master Plan.

Filing 7C is located within the boundaries of Preliminary Plan No. 7, which is located within the Chatfield Urban Area as identified in Section 2 of the 2040 Comprehensive Master Plan.

Consistent with General Urban Land Use Goal 2-1, Filing 7C proposes urban development in a designated urban area, specifically the Chatfield Urban Area (See Maps 1.1 and 2.1). Consistent with Goal 2-5, the PD commitments establish a program for preservation of archaeological resources; a Class III Cultural Resources Survey was included with the Preliminary Plan 7 submittal, to ensure that impacts on natural and historic resources are avoided or minimized. The Sterling Ranch Road Design Standards, most recently updated and approved by Douglas County in July 2018, are consistent with the 2040 CMP Goals 6-1 & 6-2 that encourages roundabouts in lieu of traffic signals and shorter street lengths with interconnected trails and sidewalks that promote a walkable community. Partnerships with regional water providers, minimizing water consumption, promoting the use of conjunctive use water systems and bringing renewable water supplies to Douglas County each advance the policies in Goal 7-1.

503.02 Filing 7C addresses the design elements established in Article 4, section 404.

A. 404.01

As illustrated in the Final Plat, related construction drawings, and the Neighborhood Plan, lots conform in size to those allowed in Character Zone C5 of the Sterling Ranch PD.

B. 404.02

The proposed subdivision avoids Class 3 geologic hazards and mitigates other geologic hazards. Drainage improvements will be conveyed as noted in the Master Drainage Study. Please see the "Geotechnical Site Development Study, A portion of Sterling Ranch Filing 7 (East), Douglas County, Colorado", prepared by A. G. Wassenaar and dated July 22, 2021.

C. 404.03

Filing 7C is located within the boundaries of the Sterling Ranch PD and has been designed such that the subdivision is complementary with Sterling Ranch Filings 1, 2, 4A - 4C, 5A - 5C, 6A - 6C, 7A, and 7B.

D. 404.04

Streets have been planned and designed to meet the Sterling Ranch Road Design Standards, Douglas County Roadway Design and Construction Standards, and the Sterling Ranch Community Authority Board Design Standards. Sterling Ranch Avenue and Hooper Street will serve as the primary avenue access to Middle Fork Street and Ordway Drive provides local street access to Filing 5B.

Streets within Filing 7C will be a mix of public Local Streets (50' standard cross-section for single family development) and 24-ft Private Streets as described in the approved Sterling Ranch Road Design Standards.

The drainage system for the project will convey drainage northwest to Unnamed Tributary 3 and west to Rampart Gulch, as outlined in the Master Drainage Study. As outlined in the Phase III Drainage Report, this system has been designed to meet the Sterling Ranch Road Design Standards, Douglas County Roadway Design and Construction Standards, Storm Drainage Design and Technical Criteria Manual, and the Sterling Ranch Community Authority Board Design Standards.

E. 404.05

Dedicated open space areas will be re-seeded with native landscaping and stormwater runoff will be collected in roadways and conveyed to the drainageways with a storm sewer system. Stormwater treatment and attenuation for the project will be provided by a detention and water quality pond to the northwest (i.e. Pond F30) prior to discharging to Unnamed Tributary 3 as well as a detention and water quality pond to the west (i.e. Pond D10). The storm sewer system has been designed in accordance with the Storm Drainage Design and Technical Criteria Manual and the Mile High Flood District Storm Drainage Criteria Manual.

F. 404.06

Consistent with Douglas County Subdivision Resolution 408.08, the Applicant submitted a Class III Cultural Resources Report from ERO Resources Corporation dated September 20, 2021 with the Preliminary Plan 7. Sterling Ranch contracted with Metcalf Archaeology Consultants to review the ERO Class III Report and found one minor discrepancy on Pg. 4 for a site identified as 5DA.3528. Metcalf confirmed through a Memo titled *Explanation of a discrepancy in ERO Resources Corporation inventory report for Filing No.7.* dated December 13, 2021, that this site was incorrectly identified as not eligible for any future testing or additional work. Should any historical or archeological artifacts be found during development, the PD outlines a procedure to mitigate impacts of such a discovery.

G. 404.07

The Sterling Ranch Road Design Standards were designed to accommodate opportunities for safe and convenient vehicular, pedestrian, and bicycle connections with the subdivision and adjacent neighborhoods. As noted above, primary roads include Sterling Ranch Avenue and Hooper Street.

H. 404.08

Recommendations from the Preliminary Plan 7 and Filing 7C pre-submittal have been implemented in the proposed project.

503.03 Filing 7C conforms with Section 18A, Water Supply – Overlay District of the Zoning Resolution.

Dominion Water and Sanitation District will supply renewable water to the Sterling Ranch Community Authority Board, which will be delivered by extending infrastructure from adjacent filings. Dominion's water supply portfolio, as previously reviewed and approved by Douglas County associated with the Preliminary Plat Filing 7 Project File SB2021-057 (date of approval was October 11, 2022), remains the same. No new water supply review is needed. This proposed water system conforms with Section 18A of the Douglas County Zoning Resolution and the Sterling Ranch 2021 Water Appeal.

503.04 Filing 7C provides for a public wastewater collection and treatment system and, if other methods of wastewater collection and treatment are proposed, such systems comply with State and local laws and regulations.

The wastewater infrastructure will connect into existing infrastructure at the northwest corner of Preliminary Plan 7 near Roxborough Park Road at the Xcel parcel. The flows from Filing 7C will tie into the gravity sanitary sewer line that was designed as part of Filing No. 7A and extends west from Roxborough Park Road to Lift Station 7. From Lift Station 7, flow will be conveyed via force main to the existing Dominion force main through a manifold connection.

503.05 Filing 7C identifies all areas of the proposed subdivision, which may involve soil or topographical conditions presenting hazards or requiring special precautions and the proposed uses are compatible with such conditions.

The Applicant has included as part of this submittal the "Geotechnical Site Development Study, A portion of Sterling Ranch Filing 7 (East), Douglas County, Colorado", prepared by A. G. Wassenaar and dated July 22, 2021. This report identifies the soil and topographical conditions for the proposed subdivision. The report identifies there are a variety of soils present within Filing 7C, including expansive soils. The soils are indicative of those found throughout Northwest Douglas County and there are a variety of methods to mitigate the expansive soils. Development and construction of Filing 7C will follow the recommendations for soils mitigation outlined in the geotechnical report noted above.

The Class 3 Geological Hazards map as described within the 2040 CMP indicates that there are no known debris-flow, rockfall-rockslide, debris avalanche, slope-failure, or soil subsidence areas in the vicinity of the Filing 7C. Each homebuilder's geotechnical engineer, not the developer or applicant, will make the final soil mitigation recommendation to the individual homebuilders for each lot. No other unique soil, topographical or hazardous requiring special precautions were identified that would prevent the development of this site.

503.06 Filing 7C provides adequate drainage improvements

The Applicant, in conjunction with this application, has submitted a Phase III Drainage Report that identifies the necessary drainage improvements to support Filing 7C. The drainage improvements include a storm water conveyance system (inlets, pipes channels and detention and water quality via Ponds F30 and D10) that will connect to the system Unnamed Tributary 3 and Rampart Gulch.

503.07 Filing 7C provides adequate transportation improvements

The Applicant has submitted a traffic study entitled, "Sterling Ranch Filing No. 7C Traffic Analysis" (September 2024) which outlines the traffic operations associated with Preliminary Plan No. 7 and improvements required. Based on a comparison of additional trip volume and roadway capacity, it was determined that the existing and proposed roadway network can accommodate the Filing 7C traffic. There is adequate roadway capacity within Sterling Ranch to accommodate the traffic associated with Filing 7C and a connection to Roxborough Park Road is not triggered with this phase. In summary, the analysis demonstrates compliance with the PD requirements for level of service while also providing safe travel for all roadway users in Sterling Ranch.

The following improvements are recommended to support the project-added traffic growth for Filing 7C:

- Sterling Ranch Ave: Extend west from Hooper Street to Filing 7C access with the 'Avenue' cross-section per the <u>RDS</u>.
- Accesses on Sterling Ranch Avenue and Hooper Street: Construct these intersections with one lane per approach and side-street stop-control.

503.08 Filing 7C protects significant archaeological, natural, and historical resources and unique landforms

The Applicant submitted a Class III Cultural Resources Report from ERO Resources Corporation dated September 20, 2021 with the Preliminary Plan 7 application.

503.09 Filing 7C will have available all necessary services, including fire and police protection, recreational facilities, utility services, streets, and open space to serve the proposed subdivision

- 1. Fire: Fire services will be provided by South Metro Fire District.
- 2. Police: Douglas County Sherriff's Office will provide police protection.
- 3. Utility Services: Public Service Company of Colorado is the regulated utility for the boundaries of the Filing 7C and will provide gas and electric service to the proposed subdivision.

 Telecommunications services will be provided by Lumiere Fiber to the proposed subdivision.
- 4. Streets: The road network will access adjacent infrastructure that will be constructed as part of Filing No. 7A. More specifically, a mix of local streets and private roads connecting to Sterling Ranch Ave and Hooper Street are proposed to serve the project.
- 5. Open Space and Trails: 104 single-family detached lots, 282 duplex lots, and 46 townhome lots planned for Filing 7C will generate a park dedication requirement of 15.455 acres. Please see the Park and Open Space Tracking Exhibit included with this application.

6. Schools: Douglas County School District will be the education provider for the proposed subdivision. The Applicant will continue to pay the \$1,500 per single family detached unit and \$750 per single family attached unit capital fee to DCSD prior to recordation of a final plat as outlined in the Sterling Ranch PD.

MISCELLANEOUS

Any off-site easements, rights-of-way or other dedications necessary for installation of trails, utilities, water, storm drainage, sewer, roads or other public purpose shall be obtained in accordance with the schedule outlined in the SIA/IGA.

The Applicant agrees to provide payment to Douglas County towards overall capacity improvements for the State Highway System (State Highway 85) in accordance with the commitments set forth in the PD.

The 2040 CMP Wildlife Resources map identifies this area as having low habitat value. The site is not located within a wildlife habitat conservation area, overland connection, wildlife movement corridor, proposed wildlife link or wildlife crossing area.

Prior to recordation of the final plat, the property within Filing 7C shall be included in at least one of the Metro Districts.