

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 A SPECIAL MEETING AND AGENDA

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expires:</u>
Matt Hart	President	2025/May 2025
Ephram Glass	Vice President	2023/May 2023
Mark Rubic	Treasurer	2025/May 2025
Travis Jensen	Secretary	2025/May 2025
Calvin Brown	Assistant Secretary	2023/May 2023

DATE: September 08, 2022

TIME: 6:00 p.m.

LOCATION: Zoom

<https://us02web.zoom.us/j/7601691090?pwd=R3B3cjMwdG5XeHlVNENwNU5MdDRDZz09>

Meeting ID: 760 169 1090

Passcode: 488323

I. ADMINISTRATIVE MATTERS

A. Call to Order.

B. Declaration of Quorum and Confirmation of Director Qualifications.

C. Present Disclosures of Potential Conflicts of Interest.

D. Approve Agenda, Location of Meeting and Posting of Meeting Notice.

E. Excusal of absence(s), if any.

II. PUBLIC COMMENTS

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 Code of Conduct for additional guidelines:

<https://www.roxboroughmetrodistrict.org/2022-meetings> and attached hereto.)

III. OPERATION AND MAINTENANCE MATTERS

- A. Approve Chris Prodis (teacher) to get training to do water sampling for a year as part of the River Watch program at a cost not to exceed \$275.

- B. Review and consider approval of Acme Fix-It to assemble green house on the condition that they meet all requirements of the school district (enclosure).

- C. Review and approve tasks to be assigned to Ireland Stapleton:
 - a. Research regarding wildfire mitigation in Wildlife Riparian Conservation Zone.
 - b. Research regarding rules for replacing southern creek crossing

- D. Review and consider approval of proposal of Bailey Tree to remove trees or branches on the hogback (enclosure).

- E. Update regarding responses from Roxborough Water & Sanitation District regarding construction.

- F. Discuss criteria for District maintenance responsibility.

- G. Review and consider approval of proposal from BrightView Landscape Services to refresh Playground Mulch to varying depths at Chatfield Farms, Pocket Park, Mule Deer Park, Airplane Park, Marmot Ridge Park, Crystal Lakes Park, and Imperial Park (enclosure).

- H. Review Draft Snow Removal RFP and Map (to be distributed).

- I. Review Draft Landscape Maintenance RFP and Map (to be distributed).

- J. Discuss proposal for fixing the rocks in Community Park, including moving rocks four feet from path, add soil next to path to eliminate lip and move rocks to another location.

- K. Review and approve tasks to be assigned to SDMS:
 - a. Obtain proposals for fixing Airplane Park play structure
 - b. Research playground vendors for building community park playground
 - c. Arrange repair of tennis court fence.
 - d. Engage an electrician to fix bathroom sewage pump and exterior lighting
 - e. Coordinate pickleball striping and provide update
 - f. Contact United Site Services regarding anchoring of the Chatfield Farms porta-potty
-

VI. OTHER BUSINESS

- A. Confirm Quorum for September 20, 2022 Regular Meeting
-

VII. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR
SEPTEMBER 20, 2022**

**RESOLUTION
OF THE BOARD OF DIRECTORS OF
ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
DOUGLAS COUNTY, COLORADO**

A RESOLUTION ADOPTING 2ND AMENDED CODE OF CONDUCT

WHEREAS, the Board of Directors (the "Board") of Roxborough Village Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado ("District"), has determined that it is in the best interest of the residents of the District to adopt rules pertaining to public comment and meeting conduct for District meetings.

WHEREAS, pursuant to Section 32-1-1001 (m), C.R.S., the District is authorized to adopt, amend, and enforce bylaws, rules and regulations not in conflict with the constitution and laws of this state for carrying on the business, objectives, and affairs of the Board and of the District.

WHEREAS, the Board has determined it is in the best interest of the residents of the District to revise the Code of Conduct, with the following amendment/clarification:

The Section, Recording of Meetings, shall be amended to state:

- Recording of meetings by attendees is not prohibited.
- Audio recording only is permitted for in person meeting.
- For in person meetings, attendees must announce they are audio recording, keep the device in plain view on a flat surface, and such device cannot be distracting to the Board.

The next Section shall be amended to state "Manner of conduct by public attendees of meeting."

Under this Section with the heading of "For video meetings", the 4th bullet point shall be amended to state the following:

- All non-Board consultant attendees must stay on Mute as much as possible when they are not speaking to the Board.

Under the "Public comment – written in advance of meetings" Section, the first paragraph shall be amended to state as follows:

- Public comment specific to an agenda item may be submitted in writing to the District Manager by 1:00 p.m. the day prior to a scheduled Board meeting, to be included in the meeting packet or post-packet items with name and address included. Such written comments will be read aloud by the Manager as time allows only for such residents who are unable to attend the meeting in person. Written comments

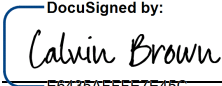
must be specifically identified as public comment in order to be included in meeting packet materials.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF ROXBOROUGH VILLAGE METROPOLITAN DISTRICT, DOUGLAS COUNTY, COLORADO:

That the amended Code of Conduct, attached hereto as **Exhibit A**, is hereby approved, and the appropriate officers of the District are hereby authorized and directed to execute the same on behalf of the District.

APPROVED AND ADOPTED this 19th day of April, 2022, by a vote of 5 for and 0 against.

ROXBOROUGH VILLAGE
METROPOLITAN DISTRICT,
a quasi-municipal corporation and
political subdivision of the State of Colorado

By: 
Calvin Brown, President

ATTEST:

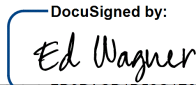
By: 
Edward Wagner, Secretary

EXHIBIT A

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
AMENDED MEETING CODE OF CONDUCT

Public comment—general

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

Speakers will be taken in order of sign-in, as time allows. Priority will be given to District residents if any speakers are non-residents, unless non-residents are attending at the behest of the Board.

Public comment—specific

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

Manner of addressing Board

- Time limit is 3 minutes per speaker. Speakers cannot cede time to others.
- All speakers must give their name and identify themselves as 1) a resident of the District and give address; 2) non-resident doing business within the District and give business name and address; or 3) non-resident and non-business speaker, and give an address for the record.
- Speakers who refuse to give name or address may not address the Board.
- As a general rule, Board members will not discuss or debate items during public comment with the speakers or one another, but will refer such items to staff for follow-up. Q and A sessions, if held, as a general rule will not include discussion or debate with the public but will provide a more engaged form of information gathering for the Board members.
- If a Board member asks a clarifying question of a speaker, only the Board member and speaker are permitted to enter into discussion regarding same.
- All speakers must respect the public nature of the forum, and the limited purpose of the forum to conduct the business of the District by using language to convey a message that is free from profanity or expletives.
- No speaker may make threats of violence or harm, or convey threats of violence or harm.

Recording of meetings

- Recording of meetings by attendees is not prohibited.
- Audio recording only is permitted for in person meetings.
- For in person meetings, attendees must announce they are audio recording, keep the device in plain view on a flat surface, and such device cannot be distracting to the Board.

Manner of conduct by public attendees of meeting

- All attendees must sign in or will be asked to leave meeting.
- No public speaking out of public comment period or unless directly addressed by the Board.
- No obscene, offensive, or profane language, gestures or written materials.

- No distracting gestures or written materials that detract from the Board’s ability to conduct business.
- No intoxicated or otherwise impaired attendees.
- All speech and conduct must be respectful to other attendees and to Board Members.
- For video meetings—
 - All attendees must sign in through the chat, or will be removed from the meeting.
 - Turning on video camera is optional for any attendee.
 - All non-Board public member attendees must stay on Mute at all times unless they are called for public comment.
 - All non-Board consultant attendees must stay on Mute as much as possible when they are not speaking to the Board.
 - Board members should stay on Mute during any period they do not wish to speak.
 - Any chat function on the video meeting will be monitored by one designated consultant of the District and used for noting attendance, identifying information for attendees and speakers, and for collecting informal written comment, none of which will constitute an official Board record but will be used to pass information along at the discretion of such consultant. The public always has the ability to email, call, or discuss in person with the District Manager or a Board Member to make individual comments.
 - The following are prohibited at both video and in person meetings: Speaking out of turn; obscene or profane language; gestures, or written materials; distracting gestures, written materials, or backgrounds; are prohibited on video meetings as in person meetings.

Public comment—written in advance of meeting

- Public comment specific to an agenda item may be submitted in writing to the District Manager by 1:00 p.m. the day prior to a scheduled Board meeting, to be included in the meeting packet or post-packet items with name and address included. Such written comments will be read aloud by the Manager as time allows only for such residents who are unable to attend the meeting in person. Written comments must be specifically identified as public comment in order to be included in meeting packet materials.

- As a general rule, Board members will not discuss or debate items submitted as written public comment during a meeting but will refer such items to staff for follow-up.

Violations of meeting conduct/manner

- Request by any Board member to cease the conduct—1 request.
- Request by any Board member to cease the conduct –2nd request.
- Request by any Board member to cease the conduct—3rd request will require attendee to leave the meeting.
- Any threat of violence or harm, whether verbally or through gesture or other mannerism, will result in immediate ejection from meeting and a police report will be filed.
- Any attendee with signs of intoxication or impairment may be immediately ejected from meeting.

ACME FIX-IT, LLC

Jeff Walker
1585 Gumwood Drive
Colorado Springs, CO 80906
719-660-0307

Estimate

Date	Estimate #
9/6/2022	28

Name / Address
Roxborough Intermediate School Ephram Glass 7370 Village Cir E Littleton, CO 80125

Description	Qty	Rate	Total
Job location: Roxborough Intermediate School 7370 Village Cir E Littleton, CO 80125			
Assembly: Hoklarherm Riga XL 9 Greenhouse - 16mm triple-wall polycarbonate panels, 14' x 29' nominal size, 8 large 37.5" x 39.5" roof vents with automatic openers	9	500.00	4,500.00
Install: XL 9 Single Top Shelf XL 9 Single Bottom Shelve Roof Window Sash-Locks Misting System Roof Window Restraints	5	60.00	300.00
Additional hardware required for assembly/installation: 3/8" x 5" concrete wedge anchor bolts Protecto-wrap base frame barrier		135.00	135.00
*****Special note: The customer is responsible for the disposal of trash, from shipping, after assembly. Acme Fix-It will not be hauling away any debris or trash from the job site.			
Total			\$4,935.00

From: [Ephram Glass](#)
To: [Peggy Ripko](#)
Subject: Fwd: Rox meeting 8/16/22
Date: Tuesday, September 6, 2022 2:00:23 PM

For tree/branch removal agenda item. BrightView's quote was about 30% more expensive.

----- Forwarded message -----

From: **Bailey Tree** <baileytreetrimming@gmail.com>
Date: Thu, Aug 18, 2022 at 11:30 AM
Subject: Re: Rox meeting 8/16/22
To: Ephram Glass <ephramglass@roxboroughmetrodistrict.org>

Hi Ephram

To cut the branches 8-10' over the pathway and move the debris out of the way of the trail would be \$300

To cut the tree down and just move the debris out of the way of the trail would be \$650

Thank you,
Steven Bailey



From: Dennis Bedford <Dennis.Bedford@brightview.com>
Sent: Wednesday, August 31, 2022 11:19 AM
To: Anna Jones (Anna.Jones@claconnect.com) <anna.jones@claconnect.com>; Peggy Ripko <pripko@sdmsi.com>
Cc: Marcia Pryor <Marcia.Pryor@brightview.com>
Subject: BrightView - SO# 7892350 Playground Mulch

Anna/Peggy,

Here is the proposal to refresh the playground mulch for 7 parks in Roxborough. I walked and measured the parks with a certified Playground Inspector to make sure I got the correct depths. This proposal is significantly higher than Metco's from earlier in the year. I can attest this is accurate to the best of knowledge according to our measurements and Metco's bid only stated there were 15 yards of mulch. That seems like a very low amount for 5 parks. Below is a breakdown of each park:

Park	Depth	Yards	Price
Chatfield Farms HOA	4"	12	\$ 780.00
Pocket Park	4"	56	\$ 3,640.00
Mule Deer Park	5"	23	\$ 1,495.00
Marmot Ridge Park	5"	34	\$ 2,210.00
Crystal Park			
Small Pit	2"	8	\$ 520.00
Large Pit	4"	60	\$ 3,900.00
Imperial	3"	31	\$ 2,015.00
Airplane Park	2"	12	\$ 780.00
	Total	236	\$ 15,340.00

Additionally, Metco did not include the Pocket Park, or the Chatfield Farms Park noted on the attached map. I can easily remove them but just wanted to be sure.

Thank you for choosing us for your landscape improvement project. We hope the recommendations outlined in our attached proposal meet your expectations. Below is a quick summary:

8/9/2022 7:00:00 AM | SO# 7892350
Name - Playground Mulch
Description -Playground Mulch Installed
Scope of Work-

Proposal to refresh Playground Mulch to varying depths at: Chatfield Farms, Pocket Park, Mule Deer Park, Airplane Park, Marmot Ridge Park, Crystal Lakes Park, and Imperial Park.

Provide and Install IPEMA Certified Engineered Wood Fiber to

specified depth with compaction per IPEMA Safety Regulations.

Material, Installation and final cleanup included in Estimate.

Sub-Total Price - \$15340.00
Tax - \$0.00
Total Price - \$15340.00

If you would like us to proceed with the attached proposal, please respond to this e-mail with the word 'Approved'. We appreciate your business and look forward to enhancing the beauty and value of your property.

Thank you,

Dennis Bedford

Account Manager
BrightView

2333 W Oxford Ave.
Englewood, CO 80110

T. (303) 761-9262
C. (303) 356-3132

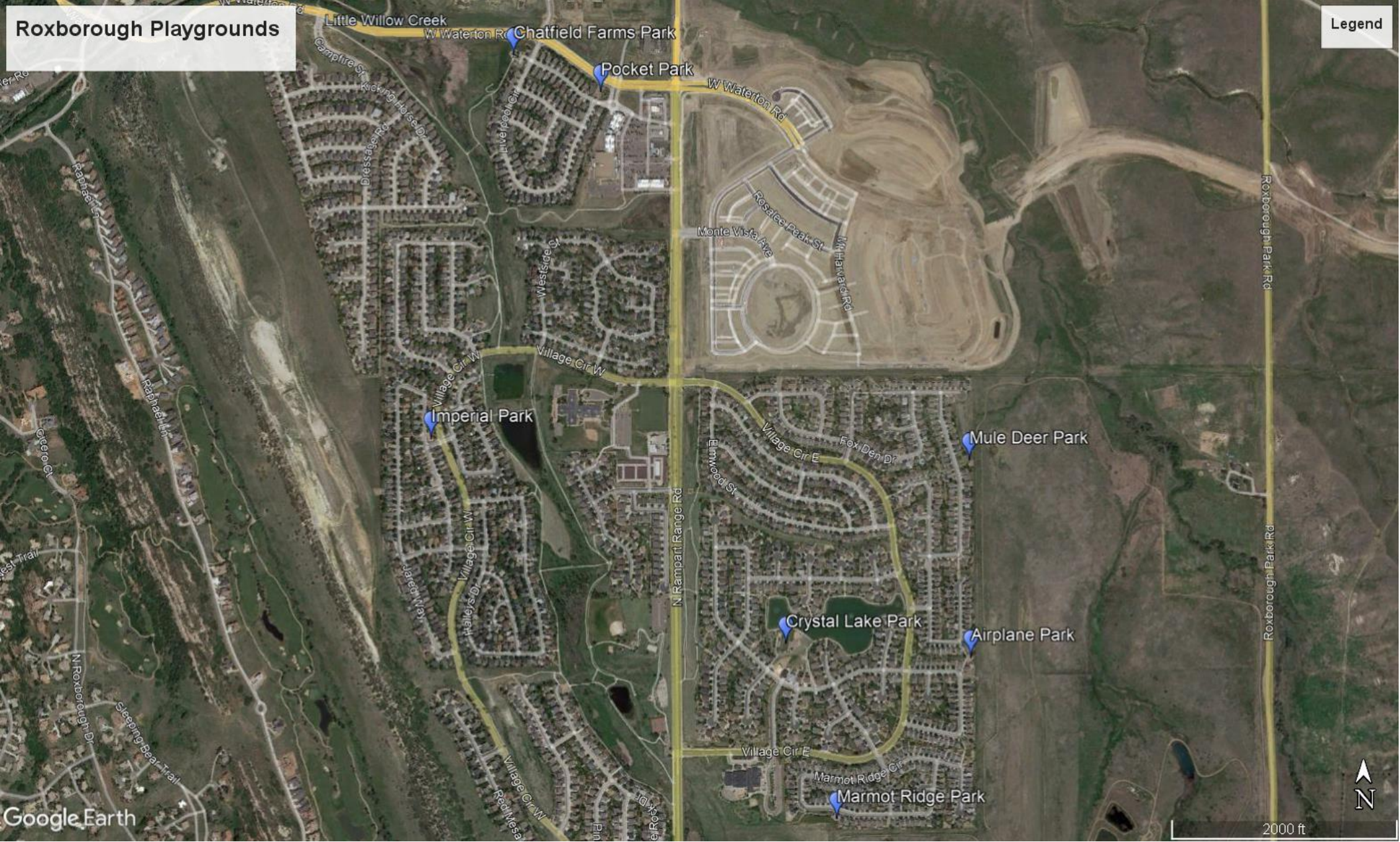
****For after hours irrigation emergencies please call 720-371-8137****

dennis.bedford@brightview.com
www.brightview.com



Roxborough Playgrounds

Legend



Proposal for Extra Work at ROXBOROUGH VILLAGE METRO D

Property Name	ROXBOROUGH VILLAGE METRO D	Contact	Anna Jones
Property Address	Village Cr. and Rampart Range Littleton, CO 80112	To Billing Address	Clifton Larson Allen LLP 8390 E Crescent Pkwy Ste 300 GREENWOOD VILLAGE, CO 80111
Project Name	Playground Mulch		
Project Description	Playground Mulch Installed		

Scope of Work

Proposal to refresh Playground Mulch to varying depths at: Chatfield Farms, Pocket Park, Mule Deer Park, Airplane Park, Marmot Ridge Park, Crystal Lakes Park, and Imperial Park.

Provide and Install IPEMA Certified Engineered Wood Fiber to specified depth with compaction per IPEMA Safety Regulations.

Material, Installation and final cleanup included in Estimate.

QTY	UoM/Size	Material/Description	Total
Chatfield Farms Park			\$780.00
12.00	YARD	Engineered Wood Fiber / Playground Mulch Installed (12 Cubic Yards) 4" Refresh	
Mule Deer Park			\$1,495.00
23.00	YARD	Engineered Wood Fiber / Playground Mulch Installed (23 Cubic Yards) 5" Refresh	
Marmot Ridge Park			\$2,210.00
34.00	YARD	Engineered Wood Fiber / Playground Mulch Installed (34 Cubic Yards) 5" Refresh	
Pocket Park			\$3,640.00
56.00	YARD	Engineered Wood Fiber / Playground Mulch Installed (56 Cubic Yards) Installed at 4" depth	
Crystal Park			\$4,420.00
68.00	YARD	Engineered Wood Fiber / Playground Mulch Installed (68 Cubic Yards) Installed at 6" depth	
Imperial Park			\$2,015.00
31.00	YARD	Engineered Wood Fiber / Playground Mulch Installed (31 Cubic Yards) Installed at 6" depth	
Airplane Park			\$780.00
12.00	YARD	Engineered Wood Fiber / Playground Mulch Installed (12 Cubic Yards) 2" Refresh	

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President
2333 W Oxford Ave, Sheridan, CO 80110-4340 ph. (303) 761-9262 fax (303) 761-9023

Proposal for Extra Work at ROXBOROUGH VILLAGE METRO D

For internal use only

SO# 7892350
JOB# 400407399
Service Line 130

Total Price \$15,340.00

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President
2333 W Oxford Ave, Sheridan, CO 80110-4340 ph. (303) 761-9262 fax (303) 761-9023

TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.
2. Work Force: Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. License and Permits: Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
4. Taxes: Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.
5. Insurance: Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. Liability: Contractor shall indemnify the Customer and its agents and employees from and against any third-party liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from Acts of God defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.
7. Subcontractors: Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
8. Additional Services: Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
9. Access to Jobsite: Customer shall provide all utilities to perform the work. Customer shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the Customer makes the site available for performance of the work.
10. Payment Terms: Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project unless otherwise, agreed to in writing.
11. Termination: This Work Order may be terminated by the either party with or without cause, upon seven (7) workdays advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in demobilizing.
12. Assignment: The Customer and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Customer nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
13. Disclaimer: This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer involved.

14. Cancellation: Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Customer will be liable for a minimum travel charge of \$150.00 and billed to Customer.

The following sections shall apply where Contractor provides Customer with tree care services:

15. Tree & Stump Removal: Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Customer. Defined backfill and landscape material may be specified. Customer shall be responsible for contacting Underground Service Alert to locate underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Customer's expense.
16. Waiver of Liability: Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboriculture) standards will require a signed waiver of liability.

Acceptance of this Contract

By executing this document, Customer agrees to the formation of a binding contract and to the terms and conditions set forth herein. Customer represents that Contractor is authorized to perform the work stated on the face of this Contract. If payment has not been received by Contractor per payment terms hereunder, Contractor shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Customer. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 15 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

Customer

Property Manager

Signature _____ Title _____

Anna Jones

August 31, 2022

Printed Name _____ Date _____

BrightView Landscape Services, Inc. "Contractor"

Account Manager

Signature _____ Title _____

Dennis Bedford

August 31, 2022

Printed Name _____ Date _____

Job #: 400407399

SO #: 7892350

Proposed Price: \$15,340.00