

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT

8390 E. Crescent Pkwy, Suite 300
Greenwood Village, CO 80111
303-779-5710
www.roxboroughmetrodistrict.org

NOTICE OF SPECIAL BOARD MEETING AND AGENDA

DATE: May 17, 2022
TIME: 6:00 p.m.
LOCATION: Roxborough Intermediate School
Ridge Room
7370 Village Cir E
Littleton, CO 80125

Join Meeting via Zoom:
URL:
<https://us02web.zoom.us/j/87335297530?pwd=cDhFanNocnFOVVhQYkJVY29uMzRnUT09>

ACCESS:
Call: 346-248-7799
Meeting ID: 873 3529 7530
Passcode: 271625

<u>Board of Directors</u>	<u>Office</u>	<u>Term Expires</u>
Calvin Brown	President	May, 2023
Ephram Glass	Treasurer	May, 2023
Mat Hart		May, 2025
Travis Jensen		May, 2025
Mark Rubic		May, 2025

- I. CALL TO ORDER**
- II. DECLARATION OF QUORUM/DIRECTOR QUALIFICATIONS/DISCLOSURE MATTERS**
- III. APPROVE AGENDA (10 minutes)**
- IV. INTRODUCTIONS**

V. CONSIDER APPOINTMENT OF OFFICERS

President: _____

Vice President: _____

Treasurer: _____

Secretary: _____

Assistant Secretary: _____

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

(Note: Members of the public may express their views to the Board on matters that affect the District. Comments will be limited to three (3) minutes. Please sign in. Questions may be asked of the Board but will not be answered at this time. Please refer to the Code of Conduct for additional guidelines: <https://www.roxboroughmetrodistrict.org/2022-meetings> and attached hereto.)

VII. CONSENT AGENDA (5 minutes)

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

- A. Review and Consider Approval of the April 19, 2022 Special Meeting Minutes (enclosure).
- B. Review and Consider Approval of Current Claims, Approve Transfer of Funds, and Ratify Payment of Autopay Claims and Ratify Approval of Previous Claims (enclosure).
- C. Metco Landscape Inc. Monthly Report (enclosure).
- D. Acknowledge Completion of Metco Work to Move Boulders in Community Park.
- E. 2022 Priority Projects List (enclosure).

VIII. FINANCIAL MATTERS (5 minutes)

- A. Review and Consider Acceptance of March 31, 2022 Unaudited Financial Statements (enclosure).
- B. Other.

DISCUSSION AGENDA

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

IX. ACTION ITEMS (30 minutes)

- A. Review and Consider Approval of Metco Proposal for Chatfield Farms Park Swale Enhancement (to be distributed).
- B. Review and Consider Approval of Metco Proposal to Clear Drainage Channel in the amount of \$10,000.00 (enclosure).
- C. Review Additional Snow Removal Areas (to be distributed).
- D. Review Updated Community Park Playground Plan, Cost Estimates and Phasing (enclosure).

X. DIRECTOR MATTERS (10 minutes)

- A. Environmental Committee Update (enclosure).
- B. Chatfield Farms Electricity Box.
- C. Tree Replacement Planting (enclosure).
- D. Other.

XI. MANAGER MATTERS (20 minutes)

- A. Discuss Signage Replacement.
 - i. Interpretive Signs.
 - ii. Regulatory Signs.
- B. Discuss Director Orientation.
- C. Other.

XII. LEGAL MATTERS (5 minutes)

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

Roxborough Village Metropolitan District

Agenda – May 17, 2022

Page 4 of 4

C. Other.

XIII. ENGINEERING MATTERS (5 minutes)

A. Irrigation Main Repair on Rampart Range Road due to Excel Project Damage.

B. Phase One of Asphalt Trail Replacement Beginning May 20, 2022.

C. Other.

XIV. LANDSCAPING MATTERS (10 minutes)

A. Other.

XV. OTHER BUSINESS (5 minutes)

A. Confirm Quorum and Location for June 21, 2022 Regular Meeting

XVI. EXECUTIVE SESSION

A. Executive Session pursuant to §24-6-402(4)(b), C.R.S., for the specific legal question of formation, use, and authority of Committees in the Special District context.

XVII. ADJOURNMENT

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

A RESOLUTION ADOPTING 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 adopt the following Code of Conduct, attached as Exhibit A hereto, pertaining to public comment and meeting conduct for all District meetings. Such Code of Conduct was approved in substance on November 16, 2021 and the final form is attached as Exhibit A.

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

That the 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 18 day of January, 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: 
581B98172ECC405
Calvin Brown, President

ATTEST:

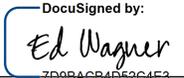
By: 
7D9BACB4D5264E3...
Edward Wagner, Secretary

EXHIBIT A

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
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.

Manner of conduct by 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 being consulted by 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. 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.

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING
OF THE BOARD OF DIRECTORS OF THE
ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
HELD
TUESDAY, APRIL 19, 2022

A special meeting of the Board of Directors of the Roxborough Village Metropolitan District (referred to hereafter as the “Board”) was convened on Tuesday, April 19, 2022 at 6:30 p.m. at Douglas County Library in Roxborough, 8357 N Rampart Range Road #200, Littleton, CO 80125 and by Zoom. The meeting was open to the public.

ATTENDANCE

In Attendance were Directors:

Calvin Brown, President
Debra Prysby, Vice President
Ephram Glass, Treasurer
Ed Wagner, Secretary
Garry Cook, Assistant Secretary

Also in Attendance were:

Anna Jones and Shauna D’Amato; CliftonLarsonAllen LLP (“CLA”)
Katie James, Esq.; Folkestad Fazekas Barrick & Patoile, P.C.
Bill Barr; Metco Landscape Inc.
Todd Wenskoski; Livable Cities Studio
Mark Rubic; Resident at 7735 Verandah Court
Cheryl Lorenz; Resident at 7025 Pine Hills Way
Travis and Melissa Jensen; Residents at 7434 Eagle Rock Drive
Michael Hruza; Resident at 8533 Liverpool Circle

CALL TO ORDER

The meeting was called to order at 6:31 p.m. by Director Brown.

**DECLARATION OF
QUORUM/DIRECTOR
QUALIFICATIONS/
DISCLOSURE
MATTERS**

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

APPROVE AGENDA

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

**PUBLIC COMMENT
and/or GUESTS**

Cheryl Lorenz, resident, thanked Director Wagner for his service to the Board, as Director Wagner is not running for re-election and his term ends in May.

RECORD OF PROCEEDINGS

Mark Rubic, resident, relayed his support of the softball league, CORA requests and Board candidate biographies on the website.

Michael Hruza, resident, commented on the water drainage in Chatfield Farms and his belief that the problem should be a simple fix.

Travis Jensen, resident, commented on the Code of Conduct and requested the Board post recordings and adhere to the code. He also mentioned Section 8 of the Intergovernmental Agreement with Douglas County School regarding entry for repair of emergency water issues and asked for confirmation that the language matched the intent.

CONSENT AGENDA

March 15, 2022 Regular Meeting Minutes and March 22, 2022

Special Meeting Minutes:

Cash Position and Property Tax Schedule for March:

Current Claims, Approve Transfer of Funds, and Ratify Payment of Autopay Claims and Ratify Approval of Previous Claims:

Bailey Tree Monthly Update:

Metco Landscape Inc. Monthly Report:

Ratify Approval of Metco Tree Invoice:

Resident Report regarding Snow Removal:

2022 Priority Projects List:

Following review, Director Glass commented on the Metco Landscape tree invoice. Mr. Barr indicated he will add a replacement tree based on Director Glass's comments.

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

FINANCIAL MATTERS

Other: None.

ACTION ITEMS

Updated Playground Options: Mr. Wenskoski reviewed the new playground options, noting the incorporation of comments made by the Board at the March meeting. He reviewed the two concepts included in the packet and addressed the Board comments and questions regarding a phased approach. The Board indicated they like concept one, with a modified shade structure similar to concept two, with phasing and associated costs. No action was taken and Mr. Wenskoski was directed to revise plans in accordance with the new comments.

RECORD OF PROCEEDINGS

Pond Health:

EcoResource Solutions Proposal for 2022 Annual Pond Management in the amount of \$15,368.94:

EcoResource Solutions Proposal for PondHawk Solar Aeration System in the amount of \$10,073.14:

Ms. Jones reviewed the proposals with the Board. The Board discussed the pros and cons of each proposal.

Following discussion, upon a motion duly made by Director Brown, seconded by Director Wagner and, upon vote, majority carried, the Board approved the EcoResource Solutions Proposal for 2022 Annual Pond Management in the amount of \$15,368.94 and the EcoResource Solutions Proposal for PondHawk Solar Aeration System in the amount of \$10,073.14. Directors Brown, Wagner and Cook were in favor. Directors Prysby and Glass were opposed. It was noted the specifics of the proposals could be adjusted if or as needed.

Proposal to Install Bollards in the amount of \$2,700.00: The Board reviewed the proposal to install bollards. Director Glass requested the Fire Captain be consulted. Director Brown will inquire with the Fire Captain.

Following discussion, upon a motion duly made by Director Glass, seconded by Director Wagner and, upon vote, unanimously carried, the Board approved the proposal to install bollards in the amount of \$2,700.00.

Metco Proposal for Chatfield Farms Park Swale Enhancement:

Mr. Barr reviewed the proposal for the swale enhancement with the Board. Following discussion, upon a motion duly made by Director Prysby, seconded by Director Glass and, upon vote, unanimously carried, the Board tabled action until next month.

Metco Proposal to Move Community Park Rocks in an amount not to exceed \$6,000.00: This proposal was approved at the March Board meeting in an amount not to exceed \$8,000.00.

Patriot Pest Control Proposal for Mosquito Control Services:

Following discussion, upon a motion duly made by Director Wagner, seconded by Director Cook and, upon vote, unanimously carried, the Board determined to maintain mosquito control as is, with just BTI.

RECORD OF PROCEEDINGS

Amendment to Code of Conduct: Attorney James reviewed the additional changes to the Code of Conduct with the Board. Following discussion, upon a motion duly made by Director Glass, seconded by Director Prysby and, upon vote, unanimously carried, the Board approved the Amendment to the Code of Conduct.

Additional Snow Removal Areas: Attorney James outlined the criteria for the Board to use when determining which areas to remove snow, indicating snow removal is done on a time and materials basis. Following discussion, upon a motion duly made by Director Prysby, seconded by Director Glass and, upon vote, unanimously carried, the Board tabled action regarding additional snow removal areas. CLA will determine what areas on Director Glass's proposed additions are possibly already covered by homeowner associations.

Proposal for 500 feet of Shoreline Stabilization: Following discussion, upon a motion duly made by Director Wagner, seconded by Director Prysby and, upon vote, majority carried, the Board approved the proposal for 500 feet of shoreline stabilization. Directors Wagner, Prysby, Cook and Brown were in favor. Director Glass was opposed.

Potential Disc Golf Course Planning: Ms. D'Amato reviewed the design proposal with the Board. Director Prysby asked that he work with Mr. Wenskoski on all other pending plans to merge the two efforts.

Upon a motion duly made by Director Wagner, seconded by Director Brown and, upon vote, unanimously carried, the Board approved the Disc Golf Course Planning Proposal.

DIRECTOR MATTERS

Environmental Committee: This item was not discussed.

Other: None.

MANAGER MATTERS

Discuss Signage Replacement:

Interpretive Signs:

Regulatory Signs:

These items were not discussed.

Other: None.

RECORD OF PROCEEDINGS

LEGAL MATTERS

Final Water Due Diligence Filing and Executive Session Pursuant to C.R.S. Section 24-6-402(4)(B) and for the Purpose of Receiving Legal Advice on Special Legal Questions, if requested: Attorney James explained the reason for having this item on the agenda. No action was taken.

Mulch Letter: This item was not discussed.

HOA Property Inquiry: This item was not discussed.

Other: None.

ENGINEERING MATTERS

Phase 2 of Northside Spillway: This item was not discussed.

Other: None.

LANDSCAPING MATTERS

Other: None.

OTHER BUSINESS

Thank You Ed Wagner: The Board and consultants thanked Director Wagner for his service to the Board and community and he was presented a plaque.

Quorum for May 17, 2022 Regular Meeting: A quorum was confirmed for the May 17, 2022 Regular Meeting.

EXECUTIVE SESSION

Executive Session pursuant to §24-6-402(4)(b), C.R.S., for the specific legal question of formation, use, and authority of Committees in the Special District context: No Executive Session was taken.

ADJOURNMENT

Upon a motion duly made by Director Brown, seconded by Director Prysby and, upon vote, unanimously carried, the Board adjourned the meeting at 8:34 p.m.

Upon a motion duly made by Director Prysby, seconded by Director Brown and, upon vote, unanimously carried, the Board reopened the meeting at 8:35 p.m.

Attorney James reviewed the Intergovernmental Agreement with Douglas County Schools. It was noted that Section 8 of the agreement was not of concern, per the public comment raised earlier in the meeting. Following discussion, upon a motion duly made by Director Prysby, seconded by Director Glass and, upon vote, unanimously carried, the Board approved the Intergovernmental Agreement with

RECORD OF PROCEEDINGS

Douglas County Schools, subject to final insurance and legal consideration.

There being no further business to come before the Board, upon a motion duly made by Director Wagner, seconded by Director Glass and, upon vote, unanimously carried, the Board adjourned the meeting at 8:37 p.m.

Respectfully submitted,

By: _____
President

Attest:

By: _____
Secretary

Roxborough Village Metro District
Claims Listing
04/01/22-04/30/22

Vendor	Invoice #	Description	Balance
ACH			
CORE Electric Cooperative	21-Mar	Utilities	\$ 30.00
CORE Electric Cooperative	21-Mar	Utilities	21.49
CORE Electric Cooperative	21-Mar	Utilities	163.15
CORE Electric Cooperative	21-Mar	Utilities	516.00
CORE Electric Cooperative	21-Mar	Utilities	21.00
			<u>751.64</u>
*Roxborough Water & Sanitation District	21-Mar	Nonpotable water purchase usage	798.35
*Roxborough Water & Sanitation District	21-Mar	Nonpotable water purchase usage	192.60
*Roxborough Water & Sanitation District	21-Mar	Nonpotable water purchase usage	108.00
*Roxborough Water & Sanitation District	21-Mar	Nonpotable water purchase usage	96.30
*Roxborough Water & Sanitation District	21-Mar	Nonpotable water purchase usage	96.30
			<u>1,291.55</u>
T Enterprises dba 1 Vision	2220487-4	Election expense	1,408.00
Dougals County Building Permit	GILALLC DOUGCO	Building permit	377.15
			<u>1,785.15</u>
Xcel Energy	21-Mar	Utilities	18.29
			<u>18.29</u>
		Total ACH	<u><u>\$ 3,846.63</u></u>
Check or Epayment			
General			
Bailey Tree, LLC	11280	Tree maintenance	10,500.00
CDR Construction	1199	Repairs and maintenance	1,756.60
CliftonLarsonAllen, LLP	3174404	Communications/website	448.00
CliftonLarsonAllen, LLP	3174404	Election expense	1,179.20
CliftonLarsonAllen, LLP	3174404	District management	18,815.75
CliftonLarsonAllen, LLP	3176104	Accounting	4,962.18
CliftonLarsonAllen, LLP	3218218	Election expense	2,602.72
CliftonLarsonAllen, LLP	3218218	District management	15,556.00
Folkestad Fazekas Barrick & Patoile, P.C	44537	Legal services	8,126.00
Folkestad Fazekas Barrick & Patoile, P.C	45035	Legal services	6,800.28
Lightning Mobile Services, LLC	10988	Graffiti removal/ vandalism	230.00
Metco Landscape, LLC	56977692	Snow removal	3,734.72
Metco Landscape, LLC	56978821	Snow removal	3,055.68
Mulhern MRE Inc.	MMRE62864	Engineering	272.00
Mulhern MRE Inc.	MMRE62865	Engineering	3,529.65
Patriot Pest Control	966114	Mosquito control	1,500.00
United Site Services	114-12984139	Portable restrooms	380.31
United Site Services	114-12984140	Portable restrooms	380.31
Utility Notification Center of Colorado	222031244	Miscellaneous	145.60
			<u>\$ 83,975.00</u>
Capital			
Livable Cities Studio, Inc.	1625	Master plan	1,750.00
Mulhern MRE Inc.	MMRE62866	Spillway / embankment	136.00
			<u>\$ 1,886.00</u>
		TOTAL Checks/Epayment	<u><u>\$ 85,861.00</u></u>



Monthly Maintenance Report for Roxborough Village

METCO LANDSCAPE, INC.

Submitted by: Bill Barr 5/10/2022 Recipients: Anna Jones, Public Manager

REVIEW OF GANTTED OPERATIONS

Turf

Turf coming out of dormancy we have fertilized the sports fields the week of 5/9

Shrub Beds

All shrubs have been winter pruned they are starting to leaf out as things warm up we are contact spraying emerging weeds as we see emerge

Trees

Deciduous Trees are starting to leaf out for the season

Irrigation

We started on pressureing up irrigation on the system the last week of April we continue to go through system to check for leaks and faults.

Site Policing

We continue to porter for trash and doggie pots our schedule is Monday Tuesday Friday along with the start of mowing beauty bands along pathways throughout the area

Overall Site

We will need to oversee a section of the soccer field as its worn with use at goal posts

Review of Operatons for Upcoming Month:

Schedule, Gantt, special Needs, Concerns, Areas of Focus

Criteria

Priority of majority of board

Critical to operations

Capital project achievable in 12-18 months

RVMD Project Tracker

20

Task	Deadline	Notes	Status
Ongoing Projects			
<i>Previously identified by board as priority projects and currently underway.</i>			
Northside Spillway	Fall	Scott to coordinate with DougCo - solicit proposals	In Progress
Asphalt conversion	Summer	Scott to coordinate - May 18th Start	In Progress
Bat Box Informational Signs	TBD	Part of larger signage project	Research
Upper pond enhancements	August	Todd + Scott in coordination for design and implementation	Design
Disc Golf Course	July	CLA work with vendor to finalize proposal	In Progress
Bollard Replacement	June	Scott provide proposal in April meeting packet	In Progress
Drainage by Soccer Field	July/August	Scott to provide proposal from Metco	In Progress
<i>The following items appear as prioritized in the 2/7/2022 strategic planning meeting.</i>			
Maintenance Items			
Landscape Map Updates	April	Katie and Scott to update board	In Progress
Skate Park Crack Repair	TBD	Scott to solicit proposal	On Hold
Willow Creek Fence	Spring	Find safe alternate to orange fence - Scott meet County first	In Progress
7 Acre Pond Reveg	April	Scott to provide proposal 500 linear ft	On hold
Trach Can relocation	Spring	Relocate cans to higher use areas	On Hold
Signage Updates	Summer	Ephram's + CLA and to identify missing signs	Research
Playground Safety Repairs	June	Districtwide playground repairs for all safety hazards	In Progress
Community Park Enhancements - Priority 1			
Softball Field Drainage	July	Metco to investigate possible irrigation leak/ground water/bathroom	On Hold
New Playground	TBD	Todd to provide designs for potential new locations	In Progress
Volleyball Court Repair	TBD	Provide proposal for repair/incorporate with new playground	In Progress (w/playground)
Furnishings Audit	July	Audit existing furnishings, solicit proposal for replacements	On Hold
Playground Safety Inspection	April	Coordinate safety inspection with SDA pool	In Progress
Repair safety concerns	May	repair all immediate safety concerns before summer	In Progress
Trail Improvements - Priority 2			
Hogback Trail	July	CLA investigate grants/partnership opportunities	Research
Highline/Chatfield Trail	TBD	CLA investigate grants/partnership opportunities	Research
State Park Connection Trail	TBD	CLA investigate grants/partnership opportunities	Research

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT

FINANCIAL STATEMENTS

MARCH 31, 2022

DRAFT

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
 BALANCE SHEET - GOVERNMENTAL FUNDS
 MARCH 31, 2022

	<u>General</u>	<u>Debt Service</u>	<u>Capital Projects</u>	<u>Total</u>
ASSETS				
Checking - FirstBank	\$ 47,014	\$ -	\$ 3,262	\$ 50,276
Colostrust	822,500	4,792	1,378,413	2,205,705
Receivable from County Treasurer	52,357	-	-	52,357
TOTAL ASSETS	<u>\$ 921,871</u>	<u>\$ 4,792</u>	<u>\$ 1,381,675</u>	<u>\$ 2,308,338</u>
LIABILITIES AND FUND BALANCES				
CURRENT LIABILITIES				
Accounts payable	\$ 145,562	\$ -	\$ 3,196	\$ 148,758
Security deposits	100	-	-	100
Due to Bondholders	-	4,792	-	4,792
Total Liabilities	<u>145,662</u>	<u>4,792</u>	<u>3,196</u>	<u>153,650</u>
FUND BALANCES				
Total Fund Balances	<u>776,209</u>	<u>-</u>	<u>1,378,479</u>	<u>2,154,688</u>
TOTAL LIABILITIES AND FUND BALANCES	<u>\$ 921,871</u>	<u>\$ 4,792</u>	<u>\$ 1,381,675</u>	<u>\$ 2,308,338</u>

DRAFT

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE THREE MONTHS ENDED MARCH 31, 2022

23

GENERAL FUND

	Annual Budget	Year to Date Actual	Variance
REVENUES			
Interest income	\$ 500	\$ 746	\$ 246
Miscellaneous income	2,000	-	(2,000)
Property taxes	1,029,247	501,265	(527,982)
Specific ownership tax	82,340	21,685	(60,655)
TOTAL REVENUES	1,114,087	523,696	(590,391)
EXPENDITURES			
Accounting	60,000	15,678	44,322
Algae control	5,000	-	5,000
Annual trails maintenance	50,000	-	50,000
Auditing	6,000	-	6,000
Communications/website	2,000	448	1,552
Community events	35,000	-	35,000
Contingency	48,752	-	48,752
County Treasurer's fee	15,438	7,519	7,919
Directors' fees	8,000	1,900	6,100
District management	130,000	52,747	77,253
Dues and licenses	1,400	1,062	338
Election expense	55,000	5,190	49,810
Engineering	33,000	9,595	23,405
Foothills Park and Recreation fees	17,500	3,383	14,117
General repairs and maintenance	10,000	1,757	8,243
Graffiti removal/ vandalism	3,500	970	2,530
Insurance and bonds	32,000	30,530	1,470
Landscape contract	186,700	44,763	141,937
Landscape irrigation maintenance	49,500	1,500	48,000
Landscape maintenance & repairs	15,000	-	15,000
Landscape weed control	34,000	-	34,000
Legal services	70,000	22,749	47,251
Miscellaneous	1,500	6,616	(5,116)
Mosquito control	18,000	-	18,000
Newsletter and postage	4,000	-	4,000
Nonpotable water purchase usage	82,000	3,875	78,125
Open space maintenance / fire mitigation	25,000	-	25,000
Payroll taxes	710	145	565
Playground repairs and maintenance	15,000	-	15,000
Portable restrooms	7,000	1,456	5,544
Seasonal lights	14,000	-	14,000
Skate Park maintenance	5,000	-	5,000
Snow removal	50,000	41,098	8,902
Tree maintenance	93,500	15,200	78,300
Tree spraying	40,000	-	40,000
Utilities	15,000	2,524	12,476
TOTAL EXPENDITURES	1,238,500	270,705	967,795
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(124,413)	252,991	377,404
OTHER FINANCING SOURCES (USES)			
Transfers from other funds	-	4	4
TOTAL OTHER FINANCING SOURCES (USES)	-	4	4
NET CHANGE IN FUND BALANCES	(124,413)	252,995	377,408
FUND BALANCES- BEGINNING	524,922	523,214	(1,708)

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE THREE MONTHS ENDED MARCH 31, 2022

GENERAL FUND

FUND BALANCES - ENDING	\$ <u>400,509</u>	\$ <u>776,209</u>	\$ <u>375,700</u>
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DRAFT

SUPPLEMENTARY INFORMATION

DRAFT

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
 SCHEDULE OF REVENUES, EXPENDITURES AND
 CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
 FOR THE THREE MONTHS ENDED MARCH 31, 2022

DEBT SERVICE FUND

	Annual Budget	Year to Date Actual	Variance
REVENUES			
Interest income	\$ -	\$ 4	\$ 4
TOTAL REVENUES	<u>-</u>	<u>4</u>	<u>4</u>
EXPENDITURES			
TOTAL EXPENDITURES	<u>-</u>	<u>-</u>	<u>-</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	-	4	4
OTHER FINANCING SOURCES (USES)			
Transfers to other funds	-	(4)	(4)
TOTAL OTHER FINANCING SOURCES (USES)	<u>-</u>	<u>(4)</u>	<u>(4)</u>
NET CHANGE IN FUND BALANCES	-	-	-
FUND BALANCES - BEGINNING	-	-	-
FUND BALANCES - ENDING	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

DRAFT

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
 SCHEDULE OF REVENUES, EXPENDITURES AND
 CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
 FOR THE THREE MONTHS ENDED MARCH 31, 2022

CAPITAL PROJECTS FUND

	Annual Budget	Year to Date Actual	Variance
REVENUES			
Lottery proceeds	\$ 44,000	\$ 12,120	\$ (31,880)
Other revenue	-	3,251	3,251
TOTAL REVENUES	<u>44,000</u>	<u>15,371</u>	<u>(28,629)</u>
EXPENDITURES			
Accounting	3,500	-	3,500
Baseball field improvements	5,000	-	5,000
Contingency	55,700	-	55,700
District management	47,800	-	47,800
Legal services	25,000	-	25,000
Master plan	50,000	4,419	45,581
Monument Sign	70,000	-	70,000
New Playground	100,000	-	100,000
Plant Nursery	45,000	-	45,000
Spillway / embankment	30,000	28,825	1,175
Trails/bike path	55,000	-	55,000
Water rights enhancements	33,000	-	33,000
TOTAL EXPENDITURES	<u>520,000</u>	<u>33,244</u>	<u>486,756</u>
NET CHANGE IN FUND BALANCES	(476,000)	(17,873)	458,127
FUND BALANCES - BEGINNING	<u>1,321,591</u>	<u>1,396,352</u>	<u>74,761</u>
FUND BALANCES - ENDING	<u>\$ 845,591</u>	<u>\$ 1,378,479</u>	<u>\$ 532,888</u>

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
2022 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Services Provided

The District, a quasi-municipal corporation and a political subdivision of the State of Colorado, was organized on July 10, 1985, and is governed pursuant to provisions of the Colorado Special District Act (Title 32, Article 1, Colorado Revised Statutes). The District's operates under a Service Plan approved by Douglas County on July 24, 1985. The District's service area is located in Douglas County, Colorado. The District was established to provide irrigation, drainage and storm facilities, street improvements, park and recreational facilities.

On September 3, 1985, the District's voters authorized total indebtedness of \$12,000,000 for the above listed facilities and powers. The authorization provided that the bonds would be subject to a maximum net interest rate of 15% per annum. At a special election on December 30, 1992, the District's voters authorized an additional \$14,000,000 at an interest rate not to exceed 10.6% per annum. The authorization provided that the bonds would be subject to a minimum mill levy for property taxes which increases from 16.0 mills in 1993 to 39.5 mills in 2005 through 2042 adjusted for changes in the State mandated assessment procedures and the levy must be sufficient to generate a minimum revenue as stated in the ballot question. On November 2, 2004, the District's voters authorized additional indebtedness in an amount not to exceed \$10,500,000 at an interest rate not to exceed 7% per annum. At December 31, 2020 the District had authorized but unissued indebtedness of \$475,000 for the purpose of debt refunding.

The budget is in accordance with the TABOR Amendment limitations, which were modified by the voters in an election held on November 6, 2001. District voters approved authorization for the District to retain and spend District revenues, from any lawful source, in excess of the spending, revenue raising, or other limitations in Article X, Section 20 of the Colorado constitution. Emergency reserves required under TABOR have been provided.

The District has no employees, and all administrative functions are contracted.

The District prepares its budget on the modified accrual basis of accounting in accordance with the requirements of C.R.S. 29-1-105 using its best estimates as of the date of the budget hearing. These estimates are based on expected conditions and its expected course of actions. The assumptions disclosed herein are those that the District believes are significant to the budget. There will usually be differences between the budget and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material.

Revenues

Property Taxes

Property taxes are levied by the District's Board of Directors. The levy is based on assessed valuations determined by the County Assessor generally as of January 1 of each year. The levy is normally set by December 15 by certification to the County Commissioners to put the tax lien on the individual properties as of January 1 of the following year. The County Treasurer collects the determined taxes during the ensuing calendar year. The taxes are payable by April or, if in equal installments, at the taxpayer's election, in February and June. Delinquent taxpayers are notified in August and generally sales of the tax liens on delinquent properties are held in November or December. The County Treasurer remits the taxes collected monthly to the District.

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
2022 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Revenues - (continued)

The calculation of taxes levied is displayed on the Property Tax Summary Information page of the budget using the adopted mill levy imposed by District.

Specific Ownership Taxes

Specific ownership taxes are set by the State and collected by the County Treasurer, primarily on vehicle licensing within the County as a whole. The specific ownership taxes are allocated by the County Treasurer to all taxing entities within the County. The budget assumes that the District's share will be equal to approximately 8% of the property taxes collected by the General Fund.

Interest Income

Interest earned on the District's available funds has been estimated based on historical interest earnings.

Expenditures

Administrative and Operating Expenditures

Administrative and operating expenditures include the estimated services necessary to maintain the District's administrative viability such as management, legal, accounting, insurance, banking, meeting expense, repairs and maintenance and other operating expenses. For 2022, no significant changes are anticipated in the level of services to be provided by consultants and service providers.

County Treasurer's Fees

County Treasurer's fees have been computed at 1.5 % of property tax collections.

Capital Projects

Anticipated expenditures for capital outlay are detailed on the Capital Project Fund page of the Budget.

Debt and Leases

During 2022, the District will have no outstanding debt, nor capital or operating lease.

Reserves

Emergency Reserves

The District has provided for an Emergency Reserve fund equal to at least 3% of fiscal year spending, as defined under TABOR.

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
Schedule of Cash Position
March 31, 2022
Updated as of May 12, 2022

	<u>General Fund</u>	<u>Debt Service Fund</u>	<u>Capital Projects Fund</u>	<u>Total</u>
<u>FirstBank - Checking Account</u>				
Balance as of 03/31/22	\$ 47,014.18	\$ -	\$ 3,261.55	\$ 50,275.73
Subsequent activities:				-
04/07/22 - Transfer to 1Vision-Ballot Mailing	(1,408.00)	-	-	(1,408.00)
04/14/22 - CORE Payment	(751.64)	-	-	(751.64)
04/14/22 - Transfer from Colotrust	91,000.00	-	-	91,000.00
04/15/22 - Building Permit to Douglas County	(377.15)	-	-	(377.15)
04/15/22 - Roxborough Water Payment Mar	(1,291.55)	-	-	(1,291.55)
04/21/22 - Bill.com Payments	(83,975.00)	-	(1,886.00)	(85,861.00)
04/21/22 - Bill.com Void Payment	11,225.50	-	-	11,225.50
04/22/22 - Director Fees	(538.25)	-	-	(538.25)
04/27/22 - Xcel	(18.29)	-	-	(18.29)
Anticipated ADP Payroll/taxes - May	(538.25)	-	-	(538.25)
Anticipated Payables	(78,254.85)	-	(1,310.00)	(79,564.85)
Anticipated Transfer from Colotrust	70,000.00	-	-	70,000.00
<i>Anticipated Balance</i>	<u>52,086.70</u>	<u>-</u>	<u>65.55</u>	<u>52,152.25</u>
<u>Colotrust - Plus</u>				
Balance as of 03/31/22	822,500.07	4,792.00	1,378,413.32	2,205,705.39
Subsequent activities:				
04/14/22 - Transfer to 1st Bank	(91,000.00)	-	-	(91,000.00)
04/08/22 - March PTAX	52,357.12	-	-	52,357.12
04/30/22 - Interest Income	809.78	-	-	809.78
Anticipated Transfer to Checking	(70,000.00)	-	-	(70,000.00)
Anticipated April PTAX	69,724.87	-	-	69,724.87
<i>Anticipated Balance</i>	<u>784,391.84</u>	<u>4,792.00</u>	<u>1,378,413.32</u>	<u>2,167,597.16</u>
<i>Anticipated Balances</i>	<u>\$ 836,478.54</u>	<u>\$ 4,792.00</u>	<u>\$ 1,378,478.87</u>	<u>\$ 2,219,749.41</u>

Yield information (as of 04/30/22):

First Bank - 0.0%

Colotrust Plus - 0.4492%

ROXBOROUGH VILLAGE METRO DISTRICT
Property Taxes Reconciliation
2022

	Current Year							Prior Year			
	Property Taxes	Delinquent Taxes, Rebates and Abatements	Specific Ownership Taxes	Interest	Treasurer's Fees	Net Amount Received	% of Total Property Taxes Received		Total Cash Received	% of Total Property Taxes Received	
							Monthly	Y-T-D		Monthly	Y-T-D
January	\$ 10,563.74	\$ -	\$ 7,393.79	\$ -	\$ (158.47)	\$ 17,799.06	1.03%	1.03%	\$ 50,225.08	2.22%	2.22%
February	445,392.08	-	6,591.17	-	(6,680.87)	445,302.38	43.27%	44.30%	728,016.04	42.56%	44.78%
March	45,309.40	-	7,700.23	27.53	(680.04)	52,357.12	4.40%	48.70%	87,719.36	4.21%	48.99%
April	70,776.90	-	-	3.57	(1,055.60)	69,724.87	6.88%	55.58%	140,039.03	7.47%	56.45%
May	-	-	-	-	-	-	0.00%	55.58%	139,097.60	7.50%	63.95%
June	-	-	-	-	-	-	0.00%	55.58%	603,250.04	34.80%	98.75%
July	-	-	-	-	-	-	0.00%	55.58%	25,126.98	0.65%	99.40%
August	-	-	-	-	-	-	0.00%	55.58%	17,541.81	0.23%	99.63%
September	-	-	-	-	-	-	0.00%	55.58%	17,257.82	0.20%	99.83%
October	-	-	-	-	-	-	0.00%	55.58%	15,567.53	0.07%	99.91%
November	-	-	-	-	-	-	0.00%	55.58%	14,245.59	0.05%	99.95%
December	-	-	-	-	-	-	0.00%	55.58%	12,108.93	0.03%	99.98%
\$	572,042.12	\$ -	\$ 21,685.19	\$ 31.10	\$ (8,574.98)	\$ 585,183.43	55.58%	55.58%	\$ 1,850,195.81	99.98%	99.98%

Taxes Levied	% of Levied	Property Taxes Collected	% Collected to Amount Levied
\$ 1,029,247	100.00%	\$ 572,042.12	55.58%
\$ 1,029,247	100.00%	\$ 572,042.12	55.58%

Chatfield Farms
\$ 153,366.04
\$ 153,366.04

Property Tax

General Fund

\$ 1,029,247	100.00%	\$ 572,042.12	55.58%
\$ 1,029,247	100.00%	\$ 572,042.12	55.58%

Specific Ownership Tax

General Fund

\$ 82,340	100.00%	\$ 21,685.19	26.34%
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Debt Service Fund

-	0.00%	-	0.00%
\$ 82,340	100.00%	\$ 21,685.19	26.34%

Treasurer's Fees

General Fund

\$ 15,438	100.00%	\$ 8,574.98	55.54%
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Debt Service Fund

-	0.00%	-	0.00%
\$ 15,438	100.00%	\$ 8,574.98	55.54%

\$ 2,298.98

-

\$ 2,298.98

Extra Work Proposal**4/28/2022**Total: **\$10,000.00****CONDITIONS OF CONTRACT***THESE CONDITIONS ARE A PART OF YOUR CONTRACT.***CONTRACT SPECIFICATIONS & LIMITATIONS**

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

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

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

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

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

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

GUARANTEES

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

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

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

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

TERMS OF PAYMENT/SUSPENSION OF WORK

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

CANCELLATION

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

DISPUTES

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

PHOTOGRAPHY

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

SIGNAGE

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

UTILITIES/UNKNOWN OBSTRUCTIONS

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

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

OWNER'S RESPONSIBILITIES

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

Roxborough Village Community Park Playground

PREFERRED CONCEPT AND COST ESTIMATE

MAY 19, 2022

LIVABLE
CITIESTUDIO

PREVIOUS PLAYGROUND CONCEPTS

BOARD COMMENTS RECEIVED AT 4/19/22 BOARD MEETING



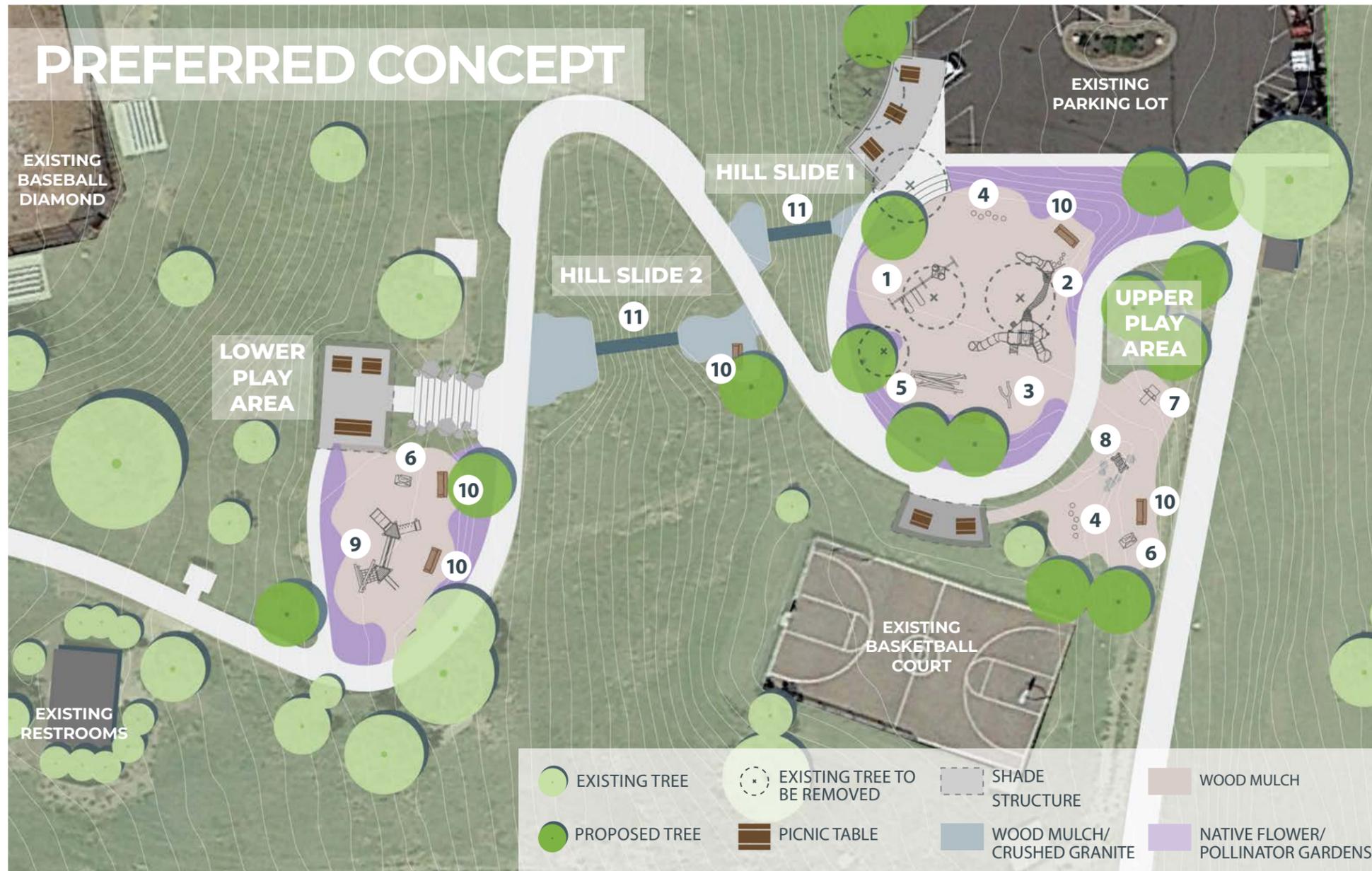
CONCEPT 1 TAKEAWAYS:

- » Preferred lower play area and shade structure oriented toward the baseball field.



CONCEPT 2 TAKEAWAYS:

- » Preferred upper play area
- » Preferred upper shade structure location near southwest corner of the existing parking lot.



1 SWINGS (ages 5-12)



2 LARGE PLAY STRUCTURE (ages 5-12)



3 SIDEWAYS TREE CLIMBER (all ages)



4 STEPPING ROUNDS (all ages)



5 TIMBER STACKS (ages 5-12)



6 LOG TUNNEL (all ages)

KEY CONCEPT FEATURES

- » Upper and lower play areas connected by concrete embankment slides
- » 3 shade structures provide gathering zones adjacent to play areas



7 2 FOOT SLIDE (ages infant / toddlers)



8 BRIDGE CROSSING (all ages)



9 LOG TANGLE (ages 2-5)



10 LOG PARK BENCH



11 CONCRETE EMBANKMENT SLIDE (age varies depending on slope)

COST ESTIMATE ZONES



- 1 Upper Play Area
\$354,186
- 2 Upper Shade Structure
\$90,833
- 3 Infant Play Area
\$96,566
- 4 Mid Shade Structure
\$62,439
- 5 Upper Slide
\$66,081
- 6 Lower Slide
\$100,672
- 7 Lower Play Area
\$163,044
- 8 Lower Shade Structure
\$109,916

COST ESTIMATE NOTES:

- » Cost estimates are only for discussion and budgeting purposes and do not represent final construction bids, which will ultimately be prepared by contractors bidding through a published advertisement bidding process.
- » Cost estimate unit costs are based on recent bid tabulations received for playground and park projects prepared for the City & County of Denver Parks Department.

- » Cost estimates include the following, as indicated in the attached cost breakdown for each area: 1) 10% Mobilization, 2) 10% Owner Contingency, and 3) 60% markup on all playground features and shade structures to account for shipping, contractor markup, and installation)

TOTAL COST:
\$1,043,737

Roxborough Village
 Community Park Playground
 Concept Level Cost Estimate - By Zone
 5/17/2022
 LIVABLE CITIES STUDIO

ZONE 1 - UPPER PLAY AREA						
GENERAL REQUIREMENTS						
Construction Fence	LS	\$3,000.00	1	\$4,500.00		
Erosion and Sedimentation Control	LS	\$5,000.00	1	\$5,500.00		Allowance
subtotal				\$10,000.00		
SITE WORK						
DEMO: Clearing and Grubbing (Remove Existing Grasses and Surface Conditions)	SF	\$0.50	8,672	\$4,336.00		
DEMO: Remove existing picnic pavillion	LS	\$5,500.00	1	\$5,500.00		
DEMO: Tree Removal	EA	\$750.00	4	\$3,000.00		
Earthmoving	CY	\$46.00	321	\$14,766.00		Calculated from SF using online calculator at 1' deep
subtotal				\$27,602.00		
PAVING						
Concrete - Paving	SF	\$10.00	1,241	\$12,410.00		
Concrete - Stairs	LS	\$6,500.00	1	\$6,500.00		
Concrete - Curb (8" edger)	LF	\$25.00	230	\$5,750.00		
Concrete - ADA Playground Ramp	LS	\$1,375.00	1	\$1,375.00		
EWB Play Surface (12" depth min.)	SF	\$2.75	4,047	\$11,129.25		
subtotal				\$37,164.25		
FURNISHINGS						
Nature's Instruments - Hardwood Log Park Bench	EA	\$5,040.00	1	\$5,040.00	\$3,150.00	Includes 60% markup for shipping and install
Metal Rails for Stairs	LS	\$4,600.00	1	\$4,600.00		
Trash & Recycling Receptacle	EA	\$1,520.00	1	\$1,520.00	\$950.00	Includes 60% markup for shipping and install
subtotal				\$11,160.00		
PLAYGROUND EQUIPMENT						
Landscape Structures RMRP - Large Structure + Swings	EA	\$144,000.00	1	\$108,000.00	\$90,000.00	Includes 60% markup for shipping and install
Nature Instruments - Sideways Tree Climber	EA	\$34,000.00	1	\$34,000.00	\$21,250.00	Includes 60% markup for shipping and install
Nature Instruments - Stepping Rounds	EA	\$571.20	5	\$2,856.00	\$357.00	Includes 60% markup for shipping and install
Playworld, Timber Stacks Macon	EA	\$26,400.00	1	\$16,500.00	\$16,500.00	Includes 60% markup for shipping and install
subtotal				\$161,356.00		
EXTERIOR IMPORVEMENTS						
Trees	EA	\$900.00	6	\$5,400.00		
Planting (pollinator gardens)	EA	\$14.00	301	\$4,207.00		
Deciduous shrubs and grasses, 5 gal.	EA	\$37.00	162	\$5,994.00		
Irrigation	SF	\$4.00	2,668	\$10,672.00		Calculated from SF of all planted areas
Soil preperation	CY	\$135.00	160	\$21,600.00		Calculated from SF using online calculator at 6" deep
subtotal				\$47,873.00		
Zone Subtotal				\$295,155.25		
MOBILIZATION & DEMOBILIZATION (10% of subtotal)				\$29,515.53		
Owner Contingency (10%)				\$29,515.53		
Zone Total				\$354,186.30		

Roxborough Village
 Community Park Playground
 Concept Level Cost Estimate - By Zone
 5/17/2022
 LIVABLE CITIES STUDIO

ZONE 2 - UPPER SHADE STRUCTURE						
GENERAL REQUIREMENTS						
Construction Fence	LS	\$2,000.00	1	\$2,000.00		
Erosion and Sedementation Control	LS	\$3,000.00	1	\$3,000.00		Allowance
subtotal				\$5,000.00		
SITE WORK						
DEMO: Clearing and Grubbing (Remove Existing Grasses and Surface Conditions)	SF	\$0.50	1,174	\$587.00		
DEMO: Tree Removal	EA	\$750.00	1	\$750.00		
Earthmoving	CY	\$46.00	87	\$4,002.00		Calculated from SF using online calculator at 2' deep
subtotal				\$5,339.00		
PAVING						
Concrete - Paving	SF	\$10.00	742	\$7,420.00		
subtotal				\$7,420.00		
FURNISHINGS						
Trash & Recycling Receptacle	EA	\$1,520.00	1	\$1,520.00	\$950.00	Includes 60% markup for shipping and install
Picnic Table	EA	\$2,400.00	3	\$7,200.00	\$1,500.00	Includes 60% markup for shipping and install
subtotal				\$8,720.00		
STRUCTURES						
Upper Shade Structure	EA	\$32,000.00	1	\$32,000.00	\$20,000.00	Includes 60% markup for shipping and install
subtotal				\$32,000.00		
WALL						
C.I.P. Concrete Retaining Wall	LF	\$325.00	32	\$10,400.00	\$44,004.00	Includes 60% markup for shipping and install
Railing	LF	\$75.00	53	\$3,975.00	\$8,700.00	Includes 60% markup for shipping and install
subtotal				\$14,375.00		
EXTERIOR IMPORVEMENTS						
Trees	EA	\$950.00	2	\$1,900.00		
Planting - Reseed Native Grass	SF	\$0.25	946	\$236.50		
Finish Grading	SF	\$0.60	1,174	\$704.40		
subtotal				\$2,840.90		
Zone Subtotal				\$75,694.90		
MOBILIZATION & DEMOBILIZATION (10% of subtotal)				\$7,569.49		
Owner Contingency (10%)				\$7,569.49		
Zone Total				\$90,833.88		

Roxborough Village
 Community Park Playground
 Concept Level Cost Estimate - By Zone
 5/17/2022
 LIVABLE CITIES STUDIO

ZONE 3 - INFANT PLAY AREA						
GENERAL REQUIREMENTS						
Construction Fence	LS	\$4,500.00	1	\$4,500.00		
Erosion and Sedimentation Control	LS	\$3,000.00	1	\$3,000.00		Allowance
subtotal				\$7,500.00		
SITE WORK						
DEMO: Clearing and Grubbing (Remove Existing Grasses and Surface Conditions)	SF	\$0.80	4,142	\$3,313.60		
Earthmoving	CY	\$46.00	153	\$7,038.00		Calculated from SF using online calculator at 1' deep
subtotal				\$10,351.60		
PAVING						
EWf Play Surface (12" depth min.)	SF	\$2.75	1,677	\$4,611.75		
Concrete - Curb (8" edger)	LF	\$25.00	194	\$4,850.00		
Concrete - ADA Playground Ramp	LS	\$1,375.00	1	\$1,375.00		
subtotal				\$9,461.75		
FURNISHINGS						
Nature's Instruments - Hardwood Log Park Bench	EA	\$5,040.00	1	\$5,040.00	\$3,150.00	Includes 60% markup for shipping and install
subtotal				\$5,040.00		
PLAYGROUND EQUIPMENT						
Nature Instruments - Log Tunnel	EA	\$13,920.00	1	\$13,920.00	\$8,700.00	Includes 60% markup for shipping and install
Nature Instruments - 2 Foot Easy Install Hill Slide	EA	\$9,600.00	1	\$9,600.00	\$6,000.00	Includes 60% markup for shipping and install
Natural bridge crossing	EA	\$6,400.00	1	\$6,400.00	\$4,000.00	Includes 60% markup for shipping and install
Nature Instruments - Stepping Rounds	EA	\$571.20	5	\$2,856.00	\$357.00	Includes 60% markup for shipping and install
subtotal				\$32,776.00		
EXTERIOR IMPORVEMENTS						
Trees	EA	\$950.00	3	\$2,850.00		
Planting - Reseed Native Grass	SF	\$0.13	1,712	\$222.56		
Natural Rock Boulders	EA	\$650.00	6	\$3,900.00		
Soil preperation	CY	\$135.00	62	\$8,370.00		Calculated from SF using online calculator at 6" deep
subtotal				\$15,342.56		
Zone Subtotal				\$80,471.91		
MOBILIZATION & DEMOBILIZATION (10% of subtotal)				\$8,047.19		
Owner Contingency (10%)				\$8,047.19		
Zone Total				\$96,566.29		

Roxborough Village
 Community Park Playground
 Concept Level Cost Estimate - By Zone
 5/17/2022
 LIVABLE CITIES STUDIO

ZONE 4 - MID SHADE STRUCTURE						
GENERAL REQUIREMENTS						
Construction Fence	LS	\$2,000.00	1	\$2,000.00		
Erosion and Sedimentation Control	LS	\$3,000.00	1	\$2,000.00		Allowance
subtotal				\$4,000.00		
SITE WORK						
DEMO: Clearing and Grubbing (Remove Existing Grasses and Surface Conditions)	SF	\$0.80	988	\$790.40		
Earthmoving	CY	\$46.00	18	\$841.63		Calculated from SF using online calculator at 2' deep
subtotal				\$1,632.03		
PAVING						
Concrete Paving	SF	\$10.00	310	\$3,100.00		
subtotal				\$3,100.00		
FURNISHINGS						
Trash & Recycling Receptacle	EA	\$1,520.00	1	\$1,520.00	\$950.00	Includes 60% markup for shipping and install
Picnic Table	EA	\$2,400.00	3	\$7,200.00	\$1,500.00	Includes 60% markup for shipping and install
subtotal				\$8,720.00		
STRUCTURES						
Mid Shade Structure	EA	\$32,000.00	1	\$32,000.00	\$20,000.00	Includes 60% markup for shipping and install
subtotal				\$32,000.00		
EXTERIOR IMPORVEMENTS						
Trees	EA	\$950.00	2	\$1,900.00		
Planting - Reseed Native Grass	SF	\$0.13	678	\$88.14		
Finish Grading	SF	\$0.60	988	\$592.80		
subtotal				\$2,580.94		
Zone Subtotal				\$52,032.97		
MOBILIZATION & DEMOBILIZATION (10% of subtotal)				\$5,203.30		
Owner Contingency (10%)				\$5,203.30		
Zone Total				\$62,439.56		

Roxborough Village
 Community Park Playground
 Concept Level Cost Estimate - By Zone
 5/17/2022
 LIVABLE CITIES STUDIO

ZONE 5 - UPPER SLIDE						
GENERAL REQUIREMENTS						
Construction Fence	LS	\$2,000.00	1	\$2,000.00		
Erosion and Sedementation Control	LS	\$3,000.00	1	\$3,000.00		Allowance
subtotal				\$5,000.00		
SITE WORK						
DEMO: Clearing and Grubbing	SF	\$0.80	1,527	\$1,221.60		
Earthmoving	CY	\$46.00	56	\$2,576.00		Calculated from SF using online calculator at 1' deep
subtotal				\$3,797.60		
PAVING						
EWf Play Surface (12" depth min.)	SF	\$1.50	227	\$340.50		
Concrete - Curb (8" edger)	LF	\$25.00	35	\$875.00		
subtotal				\$1,215.50		
STRUCTURES						
10 ft Concrete Embankment Slide	EA	\$42,920.00	1	\$42,920.00	\$42,920.00	Cost includes materials, freight, installation, and compacted subgrade
subtotal				\$42,920.00		
EXTERIOR IMPORVEMENTS						
Planting - Reseed Native Grass	SF	\$0.13		\$1,219.00		
Finish Grading	SF	\$0.60	1,527	\$916.20		
subtotal				\$2,135.20		
Zone Subtotal				\$55,068.30		
MOBILIZATION & DEMOBILIZATION (10% of subtotal)				\$5,506.83		
Owner Contingency (10%)				\$5,506.83		
Zone Total				\$66,081.96		

Roxborough Village
 Community Park Playground
 Concept Level Cost Estimate - By Zone
 5/17/2022
 LIVABLE CITIES STUDIO

ZONE 6 - LOWER SLIDE						
GENERAL REQUIREMENTS						
Construction Fence	LS	\$2,000.00	1	\$2,000.00		
Erosion and Sedimentation Control	LS	\$3,000.00	1	\$3,000.00		Allowance
subtotal				\$5,000.00		
SITE WORK						
DEMO: Clearing and Grubbing (Remove Existing Grasses and Surface Conditions)	SF	\$0.80	4,280	\$3,424.00		
Earthmoving	CY	\$46.00	158	\$7,268.00		Calculated from SF using online calculator at 1' deep
subtotal				\$10,692.00		
PAVING						
EWf Play Surface (12" depth min.)	SF	\$1.50	963	\$1,444.50		
Concrete - Curb (8" edger)	LF	\$25.00	160	\$4,000.00		
subtotal				\$5,444.50		
FURNISHINGS						
Nature's Instruments - Hardwood Log Park Bench	EA	\$5,040.00	1	\$5,040.00	\$3,150.00	Includes 60% markup for shipping and install
subtotal				\$5,040.00		
STRUCTURES						
12 ft Concrete Embankment Slide	EA	\$58,782.00	1	\$58,782.00	\$58,782.00	Cost includes materials, freight, installation, and compacted subgrade
subtotal				\$58,782.00		
EXTERIOR IMPORVEMENTS						
Trees	EA	\$950.00	1	\$950.00		
Planting - Reseed Native Grass	SF	\$0.13	3,212	\$417.56		
Finish Grading	SF	\$0.60	4,280	\$2,568.00		
subtotal				\$3,935.56		
Zone Subtotal				\$83,894.06		
MOBILIZATION & DEMOBILIZATION (10% of subtotal)				\$8,389.41		
Owner Contingency (10%)				\$8,389.41		
Zone Total				\$100,672.87		

Roxborough Village
 Community Park Playground
 Concept Level Cost Estimate - By Zone
 5/17/2022
 LIVABLE CITIES STUDIO

ZONE 7 - LOWER PLAY AREA						
GENERAL REQUIREMENTS						
Construction Fence	LS	\$4,500.00	1	\$4,500.00		
Erosion and Sedimentation Control	LS	\$5,500.00	1	\$5,500.00		Allowance
subtotal				\$10,000.00		
SITE WORK						
DEMO: Clearing and Grubbing (Remove Existing Grasses and Surface Conditions)	SF	\$0.80	3,261	\$2,608.80		
DEMO: Remove Existing Concrete Trail / Pad	SF	\$3.00	146	\$438.00		
Earthmoving	CY	\$46.00	120	\$5,520.00		Calculated from SF using online calculator at 1 deep
subtotal				\$8,566.80		
PAVING						
Concrete Paving	SF	\$10.00	279	\$2,790.00		
EWf Play Surface (12" depth min.)	SF	\$2.75	2,013	\$5,535.75		
Concrete - Mow Curb (8" edger)	LF	\$25.00	160	\$4,000.00		Calculated as edger between play area and planting area
subtotal				\$12,325.75		
FURNISHINGS						
Nature's Instruments - Hardwood Log Park Bench	EA	\$5,040.00	2	\$10,080.00	\$3,150.00	Includes 60% markup for shipping and install
subtotal				\$10,080.00		
PLAYGROUND EQUIPMENT						
Nature Play - Log Tangle 4.1 (Plastic Slide)	EA	\$70,406.40	1	\$70,406.40	\$44,004.00	Includes 60% markup for shipping and install
Nature Instruments - Log Tunnel	EA	\$13,920.00	1	\$13,920.00	\$8,700.00	Includes 60% markup for shipping and install
subtotal				\$84,326.40		
EXTERIOR IMPORVEMENTS						
Trees	EA	\$950.00	2	\$1,900.00		
Planting (pollinator gardens)	SF	\$6.00	556	\$3,336.00		
Deciduous shrubs and grasses, 5 gal.	EA	\$35.00	53	\$1,855.00		
Irrigation	SF	\$2.25	969	\$2,180.25		
Soil preperation (6" depth)	CY	\$25.00	52	\$1,300.00		Calculated from SF using online calculator at 6" deep
subtotal				\$10,571.25		
Zone Subtotal				\$135,870.20		
MOBILIZATION & DEMOBILIZATION (10% of subtotal)				\$13,587.02		
Owner Contingency (10%)				\$13,587.02		
Zone Total				\$163,044.24		

Roxborough Village
 Community Park Playground
 Concept Level Cost Estimate - By Zone
 5/17/2022
 LIVABLE CITIES STUDIO

ZONE 8 - LOWER SHADE STRUCTURE						
GENERAL REQUIREMENTS						
Construction Fence	LS	\$2,000.00	1	\$2,000.00		
Erosion and Sedimentation Control	LS	\$3,000.00	1	\$3,000.00	Allowance	
subtotal				\$5,000.00		
SITE WORK						
DEMO: Clearing and Grubbing (Remove Existing Grasses and Surface Conditions)	SF	\$0.80	2,418	\$1,934.40		
Earthmoving	CY	\$46.00	89	\$4,094.00	Calculated from SF using online calculator at 2' deep	
subtotal				\$6,028.40		
PAVING						
Concrete - Paving	SF	\$10.00	1,241	\$12,410.00		
Concrete - Stairs	LS	\$6,500.00	1	\$6,500.00		
subtotal				\$18,910.00		
FURNISHINGS						
Metal Rails for Stairs	LS	\$4,600.00	1	\$4,600.00		
Trash & Recycling Receptacle	EA	\$1,200.00	1	\$1,200.00	\$750.00	Includes 60% markup for shipping and install
Picnic Table	EA	\$2,400.00	3	\$7,200.00	\$1,500.00	Includes 60% markup for shipping and install
subtotal				\$13,000.00		
STRUCTURES						
Lower Shade Structure	EA	\$35,000.00	1	\$35,000.00	\$20,000.00	Includes 60% markup for shipping and install
subtotal				\$35,000.00		
EXTERIOR IMPORVEMENTS						
Trees	EA	\$950.00	1	\$950.00		
Natural Rock Boulders	EA	\$855.00	13	\$11,115.00		
Planting - Reseed Native Grass	SF	\$0.13	1,098	\$142.74		
Finish Grading	SF	\$0.60	2,418	\$1,450.80		
subtotal				\$13,658.54		
Zone Subtotal				\$91,596.94		
MOBILIZATION & DEMOBILIZATION (10% of subtotal)				\$9,159.69		
Owner Contingency (10%)				\$9,159.69		
Zone Total				\$109,916.33		

Action Items:

- 1) Approve an additional \$15,000 for the greenhouse to cover any price increases from inflation.

Environmental Committee Notes**Greenhouse:**

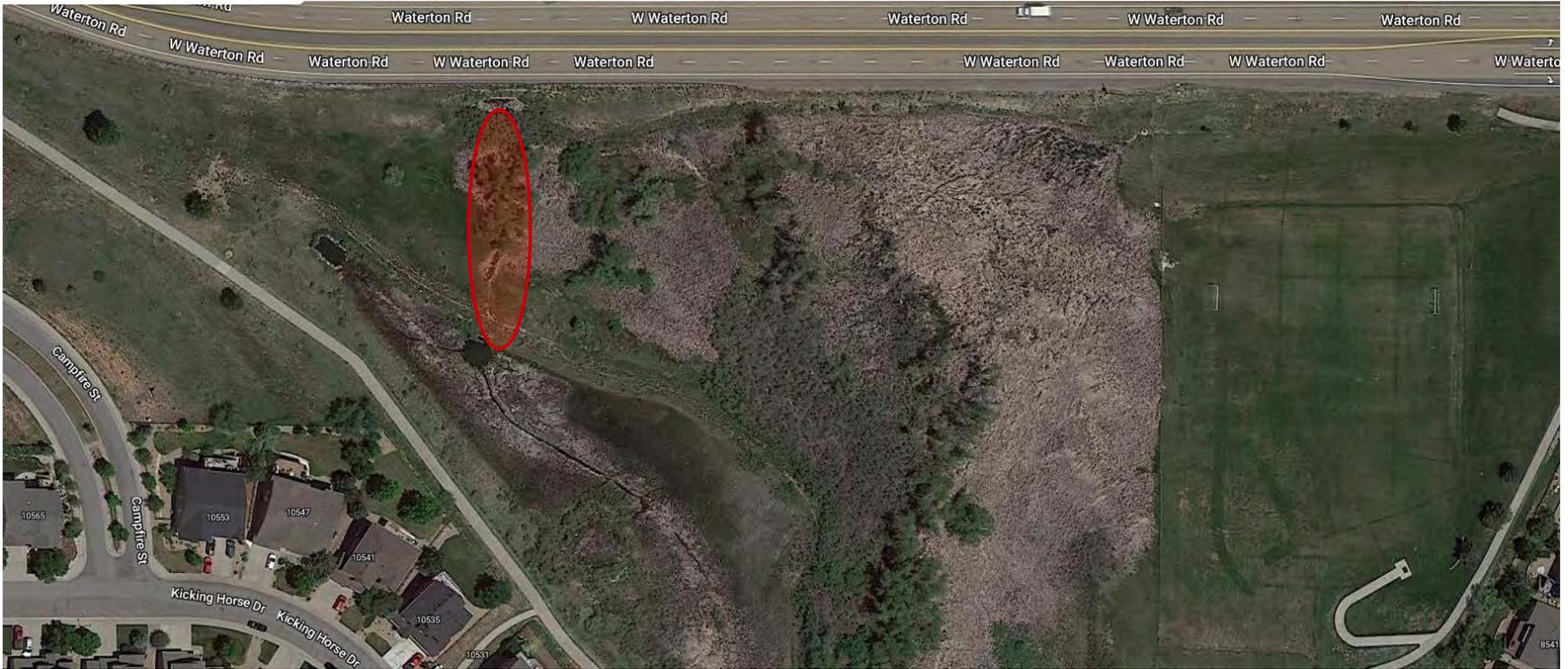
Now that we have the permits and the IGA signed, we need to order the greenhouse and hire contractors to do the work. The greenhouse itself is going to cost approximately \$21,000, but the price will go up by \$3,000 on June 1st. Greenhouses have been in high demand, so if we can't get installation done within a month, we'll likely need to wait for the next shipment which is in September or October. We don't have updated quotes and availability from all the contractors yet. Due to inflation, most costs have gone up. To keep things moving, we recommend approving another \$15,000 to cover any increases (\$40,000 was approved last year).

Smooth Brome Reduction:

Due to dry weather, seedlings have not sprouted yet. We'll continue monitoring to check on germination.

Seed Collection:

Since the greenhouse likely won't be up and running until late 2022, seed collection will continue to ensure we have fresh seed. Thus far, we have collected some seeds from over 100 species.



Chatfield Farms 1B HOA is looking to remove debris impeding the flow from its detention pond and apply herbicide to some of the cattails along the drainage path to prevent it from relogging.

Herschberg, Natalie

From: Ephram Glass <ephramglass@roxboroughmetrodistrict.org>
Sent: Wednesday, May 4, 2022 10:21 PM
To: Jones, Anna
Cc: Calvin Brown (CBrown8556@hotmail.com); Herschberg, Natalie
Subject: Re: [External] Re: Rox trees

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We only identified two tree locations in Marmot Ridge Park during the landscape walks. There were a couple dead elms in the park and we thought it would be good to put two chokecherries (specifically Twyford cherry) in the park to the south of the play structure area to give it some shade (this is not where the dead elms used to be). Bailey is supposed to replace a dead tree at the Chatfield Farms playground in a planting "box" (again with a chokecherry). There is another empty "box" there with a stump where we could put another tree. We could theoretically add a couple of the same type of trees along Crystal Lake. Debbie may have some thoughts, but I can't copy her here without violating the open meeting rules.

-Ephram

On Wed, May 4, 2022 at 6:40 PM Jones, Anna <Anna.Jones@claconnect.com> wrote:

Ephram and Calvin... Can you please advise on where the replacement trays from Baily should go...? I'm not sure this needs to go back on a meeting agenda since it's an item that's been hanging out there for quite some time at this point. Please advise.

Get [Outlook for iOS](#)

From: Bailey Tree <baileytreetrimming@gmail.com>
Sent: Wednesday, May 4, 2022 5:37:34 PM
To: Jones, Anna <Anna.Jones@claconnect.com>
Subject: [External] Re: Rox trees

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

Hi Anna,

We need to know where they want them planted and what species they want.

Once we have that we can get rolling on it.

Thank you,
 Steven Bailey
 Bailey Tree LLC

On May 4, 2022, at 3:19 PM, Jones, Anna <Anna.Jones@claconnect.com> wrote:

Hi Steven – Can you please let me know the status if the 5 replacement trees?

Thx!

Anna



Anna Jones
Public manager
State and Local Government

Direct 303-793-1478
CLA (CliftonLarsonAllen LLP)
anna.jones@CLAconnect.com

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CliftonLarsonAllen LLP

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
AND THE DOUGLAS COUNTY SCHOOL DISTRICT**

THIS INTERGOVERNMENTAL AGREEMENT (the “Agreement”) is by and between the Roxborough Village Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (“RVMD”), and the Douglas County School District RE-1 (“DCSD”), hereinafter referred to jointly as the Parties (“Parties”); and

WHEREAS, pursuant to the provisions of Article XIV, Section 18(2)(a) of the Colorado Constitution, and section 29-1-203, C.R.S., there is established a means whereby governmental units may cooperate or contract with one another to make the most efficient and effective use of their powers and responsibilities; and

WHEREAS, each party wishes to participate in the operation of a greenhouse that can mutually benefit the students of the DCSD and the residents of the RMVD by providing experience and instruction to students relative to growing plants and trees and to produce plants and trees for planting within RVMD boundaries.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and the recitals as set forth above, the Parties hereby agree as follows:

1. **Subject Matter of Agreement**: This Agreement sets forth the agreements and understandings of the Parties associated with the greenhouse including its location, construction, maintenance, access and use by DCSD students and RVMD staff.
2. **Exchange of Consideration**. Each of the Parties agree to the following exchanges of consideration under this Agreement:
 - a. RVMD has paid, or will pay, for all permitting costs related to the construction of greenhouse on DCSD property and shall incur all expenses related to the construction of the greenhouse.
 - b. DCSD will provide a license to RVMD pursuant to this Agreement to allow for RVMD’s construction of greenhouse on DCSD property.
 - c. RVMD shall provide both labor and pay for all expenses related to the maintenance of the greenhouse and for any other greenhouse needs.
 - d. The greenhouse will require regular irrigation. RVMD will provide funds to install any irrigation waterlines necessary and funds for the separate meter to be installed for monitoring greenhouse water usage. The meter will separately track greenhouse water that will be billed to DCSD for the greenhouse share of water service fees. Costs for greenhouse water billed to DCSD for irrigation of greenhouse plants and other uses related to the greenhouse will be billed by

DCSD to RVMD on a quarterly basis. RVMD shall remit payment to DCSD within 90 days thereafter.

- e. RVMD will provide actual growing services and DCSD may add assistance of volunteers at the direction of RVMD.
3. **Location of the Greenhouse.** The greenhouse shall be located on property of DCSD located at 7370 Village Circle East, Littleton, CO 80125, also known as the Roxborough Intermediate School property. The location of the greenhouse on this property shall be at 39°28'07.5"N 105°04'18.6"W and as identified in **Attachment A**.
 4. **Permitting for and Construction of the Greenhouse.** RVMD shall apply and pay for any and all permits required related to the construction of a greenhouse consistent with this Agreement on the property of DCSD. RVMD will arrange for the construction of the greenhouse by engaging the manufacturer and any necessary contractors. RVMD will contract directly for the manufacturing and construction of the greenhouse, and RVMD will retain ownership. The greenhouse shall be a Riga XL Greenhouse manufactured by HOKLARTHERM and shall otherwise be certified as compliant with the International Building Code as identified in **Attachment B** and shall also meet accessibility requirements under Title II of the Americans with Disabilities Act and Section 504 of the Rehabilitation Act.
 5. **License for RVMD Access.** DCSD hereby grants a license to RVMD for access in, to, and over the real property described in **Attachment A** hereto, for purposes of installation, maintenance, and access to the greenhouse throughout the term of this Agreement. Such license is subject to certain conditions and agreements as follows:
 - a. RVMD and its consultants, agents, and/or contractors who come onto DCSD property for access to and use of the greenhouse shall comply with DCSD's Superintendent File Policy KFAA, Public Conduct on School Property, attached to this Agreement as **Attachment C**.
 - b. Any RVMD consultant, agent or contractor who regularly come onto Roxborough Intermediate School property for work related to the greenhouse, shall acquire approval of regular days and times for their work by the Roxborough Intermediate School principal or designee.
 - c. RVMD shall conduct at its own expense a consumer report, including a criminal background check, for each consultant, agent or contractor anticipated to work in the presence of DCSD students and/or working on, or reasonably likely to work on, DCSD property and the greenhouse. DCSD shall be provided with certification that this has been completed before RVMD consultants, agents or contractors are allowed on DCSD property and the greenhouse. DVMD employees, agents or contractors who have been convicted of, pled nolo contendere to, or received a deferred sentence or deferred prosecution for a

felony, or a misdemeanor crime involving unlawful sexual behavior or unlawful behavior involving children, will not be allowed to work on DCSD property.

6. **Ownership of Greenhouse.** RVMD shall be the owner of the greenhouse, plants, and related infrastructure. Upon termination of this Agreement, RVMD shall remove the greenhouse, plants, and related infrastructure, within 90 days after the termination, at RVMD's expense. Prior to removal, if RVMD intends to sell or destroy the greenhouse, RVMD shall give DCSD first right of refusal to purchase the greenhouse.
7. **Maintenance of Greenhouse.** RVMD shall provide maintenance, including both labor and expense, for any greenhouse needs. DCSD may provide volunteer assistance at RVMD's direction.
8. **Entry on to DCSD Property.** RVMD will provide 24-hour advance notice when any representative, consultant, agent or contractor of RVMD enters DCSD property for greenhouse purposes except in the case of an emergency, i.e., risk of damage to the greenhouse and other property of RVMD.
9. **Insurance.**

Commencing on the Effective Date and throughout the term of this Agreement, RVMD shall maintain insurance policies in the amounts and types described below (the "Insurance"), at its own expense, and shall provide DCSD with evidence thereof in the form of a certificate of insurance within fifteen (15) days of the Effective Date of this Agreement. The Insurance shall be issued by companies that have a rating of A-, Class VII or better in the most recently published edition of Best's Reports.

- a. **Commercial General Liability Insurance** – RVMD and DCSD shall procure and maintain commercial general liability insurance and, if necessary, commercial umbrella insurance, with a limit of not less than \$1,000,000 per each occurrence/\$2,000,000 aggregate. This insurance shall have a products-completed operations aggregate limit of at least two times the "each occurrence" limit. All insurance shall cover liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and contain separation of insured (cross liability) condition. These insurance policies shall name the other party to this Agreement, their officers, directors, employees, and agents, as additional insureds and shall provide for written notice to each other before cancellation or non-renewal of such insurance.
- b. **Automobile Liability Insurance** – Any RVMD consultant, agent or contractor who regularly comes onto DCSD property related to this Agreement shall procure and maintain comprehensive automobile liability insurance for owned, hired, and non-owned vehicles, including coverage for all power mobile equipment used on DCSD property, with a combined single limit of \$100,000/person and \$300,000 per occurrence.

- c. Commercial Property Insurance -- As owner of the greenhouse, RVMD shall procure and maintain commercial property insurance to insure against damage to their building and contents due to a covered loss.
- d. Umbrella/Excess Insurance – RVMD shall maintain an Excess/Umbrella insurance policy providing coverage excess of comprehensive general liability and automobile liability in an amount not less than \$2,000,000 per each occurrence/\$4,000,000 aggregate. DCSD, its officers, directors, board of education and employees shall be named as additional insureds and RVMD waives all claims of subrogation against DCSD.

10. **Term and Termination of this Agreement.** The effective date of this Agreement shall be the date of signing by the Parties (the “Effective Date”) and shall continue until terminated otherwise provided herein. The term of this Agreement is one (1) year from the date hereof (“Initial Term”). This Agreement shall be reviewed each calendar year (in October thereafter). After the Initial Term, either Party may elect not to renew this Agreement and terminate the same by providing written notice of termination to the other Party within thirty (30) days of the renewal date for the next year. If this Agreement is not terminated pursuant to the terms of this paragraph, then renewal shall be automatic for the next year.

Both Parties agree to meet in October of each year for the purpose of reviewing the previous term's usage to consider any problems or conflicts arising out of the shared use plan and to schedule usage for the coming year. Both Parties agree to work together to resolve any conflicts in an expeditious manner.

11. **Notice.** All notices must be in writing and (a) delivered personally; or (b) sent by United States certified mail, postage prepaid, return receipt requested (“US Mail”); or (c) placed in the custody of a nationally recognized overnight carrier for next day delivery (“Carrier”), all notices will be deemed effective (i) upon receipt, if delivered personally, (ii) 4 days after deposit, if sent by US Mail, and (iii) the next business day after deposit with a Carrier during business hours of a business day. All notices shall be delivered to the following addresses, or such other addresses as are provided by either party to the other in accordance with this section:

RVMD: Roxborough Village Metropolitan District
8390 E. Crescent Parkway, Suite 500
Greenwood Village, CO 80111-2814
Attn.: Anna Jones, District Manager

With copy to: Folkestad Fazekas Barrick & Patoile, P.C
18 S. Wilcox Street, Suite 200
Castle Rock, CO 80104
Attn: Kathryn T. James, Legal Counsel

DCSD: Douglas County School District
701 Prairie Hawk Drive
Castle Rock, Colorado 80109
Attn.: Strategic Sourcing and Contract Management

Principal, Roxborough Intermediate School
7370 Village Circle East
Littleton, CO 80125

With copy to: DCSD General Counsel
620 Wilcox Street
Castle Rock, CO 80104

12. **Applicable Law.** The Parties agree to comply with applicable federal, state and local statutes, charter provisions, ordinances, rules, regulations and standards as are in effect at the time this Agreement is executed. Any disputes arising under this Agreement shall be resolved in Douglas County District Court in the State of Colorado.
13. **Non Waiver.** The Parties shall not be excused from complying with any provisions of this Agreement by failure of any party to insist upon or seek compliance with such provisions.
14. **Appropriation of Funds.** In accord with the Colorado Constitution, Article X, Section 20, and section 29-1-110, C.R.S., performance of the District's obligations or the County's obligations under this Agreement that are payable after the current fiscal year are expressly subject to appropriation and availability of funds for that purpose on an annual basis.
15. **No Third Party Beneficiaries.** It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to RVMD and DCSD, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the parties that any person other than RVMD or DCSD receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.
16. **Assignability.** No party hereto shall assign its rights or delegate its duties hereunder without the prior written consent of the other party.
17. **Headings for Convenience.** Headings and titles contained herein are intended for the convenience and reference of the Parties only and are not intended to combine, limit, or describe the scope or intent of any provision of this Agreement.
18. **Governmental Immunity.** The Parties hereto understand and agree that DCSD its commissioners, officials, agents and/or employees, and RVMD, its Manager, officers,

directors, agents and consultants are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to DCSD and/or RVMD.

19. **Entire Agreement.** This Agreement constitutes the entire Agreement of the Parties hereto. The Parties agree that there have been no representations made other than those contained herein, that this Agreement constitutes the entire Agreement, and further agree that the various promises and covenants contained herein are mutually agreed upon and are in consideration for one another.
20. **Enforcement.** The Parties agree that this Agreement may be enforced in law or in equity for specific performance, injunctive, or other appropriate relief, including damages, as may be available according to the laws and statutes of the State of Colorado. It is specifically understood that, by executing this Agreement, each party commits itself to perform pursuant to these terms contained herein, and that any breach hereof which results in any recoverable damages shall not cause the termination of any obligations created by this Agreement unless such termination is declared by the party not in breach hereof.
21. **Counterparts.** This Agreement may be executed in several counterparts and by facsimile or electronically by PDF, each of which shall be deemed an original and all of which shall constitute one and the same instrument.
22. **Execution.** This Agreement is expressly subject to, and shall not be or become effective or binding on the Parties, until execution by all signatories of the Parties.

[SPACE BELOW INTENTIONALLY LEFT BLANK]

THEREFORE, IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year written below.

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

DocuSigned by:
Calvin Brown
By: _____
Name: Calvin Brown
Title: Board President
Date: 4/22/2022

ATTEST:
DocuSigned by:
Ed Wagner
By: _____
Name: Ed Wagner
Title: Secretary

THE DOUGLAS COUNTY SCHOOL DISTRICT RE-1,
By: _____
Name: Mike Peterson, Board President Title: Board President
Date: _____

ATTEST:
By: _____
Name: Becky Myers
Title: Board Secretary

THEREFORE, IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year written below.

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

By: _____
Name: _____
Title: _____
Date: _____

ATTEST:

By: _____
Name: _____
Title: _____

THE DOUGLAS COUNTY SCHOOL DISTRICT RE-1,

By: Mike Peterson
Name: **Mike Peterson**
Title: **Board President**
Date: April 26, 2022

ATTEST:

By: Becky Myers
Name: **Becky Myers**
Title: **Board Secretary**





hollingsworth pack **■** austin

civil engineering
structural engineering
construction management
environmental engineering

Mr. R. Andrew Cook
Exaco Trading Co.
10203 Metropolitan Drive
Austin, TX 78758-4944
<http://www.exaco.com>

April 27, 2016



Structural Certification Letter

Riga XL Greenhouse
Manufactured by HOKLARTHERR in Germany

Hollingsworth Pack has performed a structural analysis of the Riga XL Greenhouse to determine compliance with the International Building Code, which has been adopted by State and Local governments across all U.S. States and Territories, except for New York. The Riga XL is a pre-fabricated aluminum greenhouse covered with polycarbonate wall panels. A photograph of the greenhouse, and a rendering of our structural model can be found in the appendix of this letter.

3801 S Congress Ave, Ste 110
Austin, Texas 78704
t +1 (512) 275 6060

Based upon our analysis, we have concluded that the Riga XL Greenhouse as currently installed by Exaco Trading Co. is adequate to support the following loads per the 2015 International Building Code:

- Wind Load: 120 MPH 3-second gusts
- Snow Load: 30 PSF ground-snow load

Our structural analysis and conclusions assume that the Riga XL greenhouse is installed per the assembly manual provided by Exaco Trading Co. with a continuous foundation profile embedded into soil full-height around the perimeter of the greenhouse.

If you have any questions regarding the matters addressed, or if additional information is required, please do not hesitate to contact us. We appreciate the opportunity to be of service.

Respectfully Submitted,
Hollingsworth Pack



Chris A. Hewitt, PE, SE
Associate Partner

CHE 2017.11.08

hollingsworth pack ▀ **austin**

3801 s congress ave, ste 110
austin, texas 78704
t +1 (512) 275 6060

A. Photograph of Assembled Riga XL Greenhouse

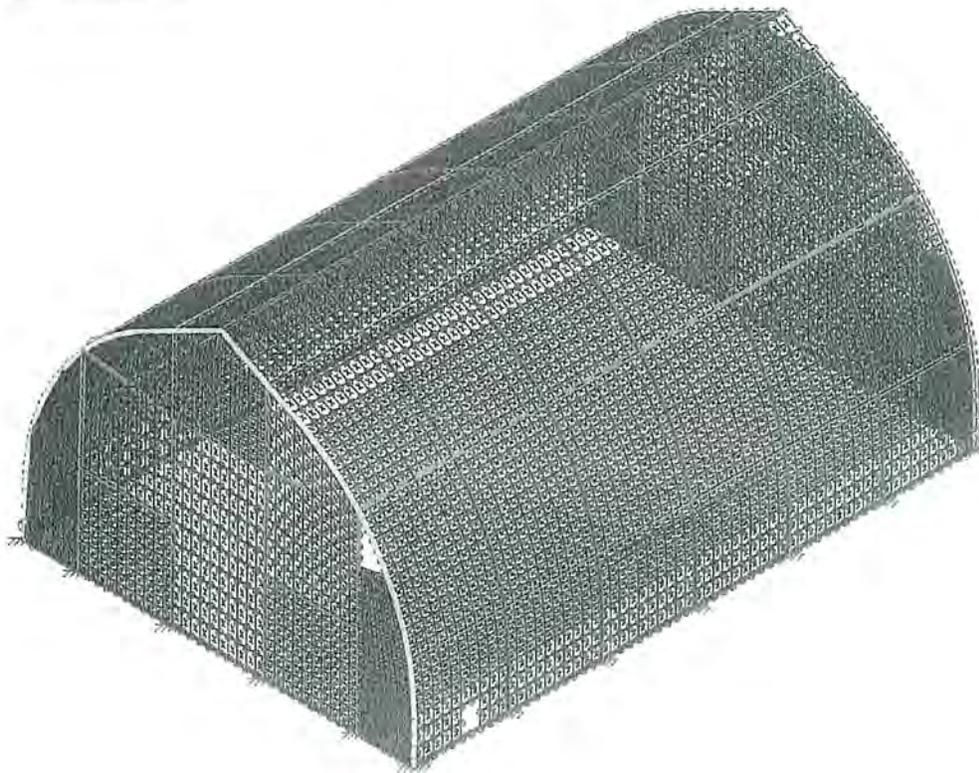


hollingsworth pack **┃ austin**

3801 s congress ave, ste 110
austin, texas 78704
t +1 (512) 275 6060

B. Hollingsworth Pack finite element model of Riga XL Greenhouse

-  Floor profile
-  Vertical and Horiz end profiles
-  Curved middle profiles
-  Curved corner profiles
-  Roof Beam + reinforcing profile
-  lateral straps



*Superintendent File: KFAA***PUBLIC CONDUCT ON SCHOOL PROPERTY**

Douglas County School District welcomes students, parents and the public to visit and use school grounds and facilities when such visitation or use does not interfere with educational, co-curricular or extracurricular use. Persons using or upon School District property for any purpose shall not engage in:

1. Any conduct that obstructs, disrupts or interferes with or threatens to obstruct, disrupt or interfere with teaching, research, service, administrative or disciplinary functions, or any activity sponsored or approved by the School District.
2. Coarse and obviously offensive utterances, gestures or displays and the utterance, gesture or display tends to incite an immediate breach of peace, or engage in activities that make unreasonable noise which disrupts the educational process.
3. Public demonstrations and leafleting by any person in the school building or on school property during the school day without the permission of the building administrator. The school day shall include the 30 minutes before school as students are arriving and 30 minutes after dismissal while students are leaving the school, or during any school-sponsored activity. Participants in such demonstrations without permission shall be asked to leave the school property.
4. Physical abuse of or threats of harm to any person on School District owned or controlled property, or at School District sponsored or supervised functions.
5. Damage to property of the School District, or engaging in activity that may cause damage to property of the School District.
6. Entering or remaining on school property during hours of closure without authorization. Hours of closure are 10:00 p.m. to 5:00 a.m., unless otherwise posted. Use of playgrounds, fields, tracks or recreational equipment during the school day or within 30 minutes prior to the start of school or 30 minutes after the dismissal of school without authorization of the principal or designee.
7. Unauthorized entry of school or District facilities and/or grounds, including failure to follow visitor check-in procedures, or unauthorized use of facilities or grounds in violation of Administrative Policy KF Community Use of School Facilities and KF-R-1 Community Use of School Facilities Administrative Procedures and Regulations.
8. Unlawful use, possession, distribution or sale of illegal drugs and other controlled or other illegal substances on School District property, at school sponsored functions, on any School District bus transporting students.

Superintendent File: KFAA

9. Consumption of, being under the influence of, or impaired by alcohol or illicit drugs while in or on a District property or premises, or while attending any District sponsored event or activity.
10. Any use of tobacco products.
11. Violation of parking requirements, restrictions or regulations.
12. Operation or use of motorized vehicles on any location other than designated parking lots or roadways, except as specifically authorized by the superintendent, principal, chief security officer, or designee. Operation or use of unlicensed motorized vehicles on any School District property except as specifically authorized by the superintendent, principal, chief security officer, or designee.
13. Bringing animals onto school property with the exception of guide or assistance dogs, or except as specifically authorized by the building principal or other school official.
14. Open or concealed possession of a dangerous or deadly weapon, as defined in state law, on school property or in school buildings or vehicles unless the person falls within one of the exceptions below:
 - a. He/she is a peace officer certified in the state of Colorado.
 - b. He/she is carrying out duties for the School District which require the possession of a deadly weapon as specifically authorized by the Superintendent or designee.
 - c. He/she is participating in an authorized extracurricular activity or team involving the use of firearms, as approved by the School District.
 - d. He/she has possession of the weapon for use in an approved educational program which includes, but is not limited to, any course designed for the repair and maintenance of weapons, as approved by the School District.
 - e. He/she is presenting an authorized public demonstration for the school or an organized class, as approved by the School District.
15. Any conduct constituting a violation of any federal or state law, local ordinance or duly adopted policy and/or regulation of the District.

Any person considered by the Superintendent or his designee to be in violation of this policy shall be denied entry or instructed to leave the property or event of the School District. In addition, persons in violation of this policy may be subject to criminal or civil penalties.

Adopted: October 22, 2007
Revised: May 22, 2014

LEGAL REFS.:
C.R.S. 18-1-901
C.R.S. 18-9-106

Superintendent File: KFAA

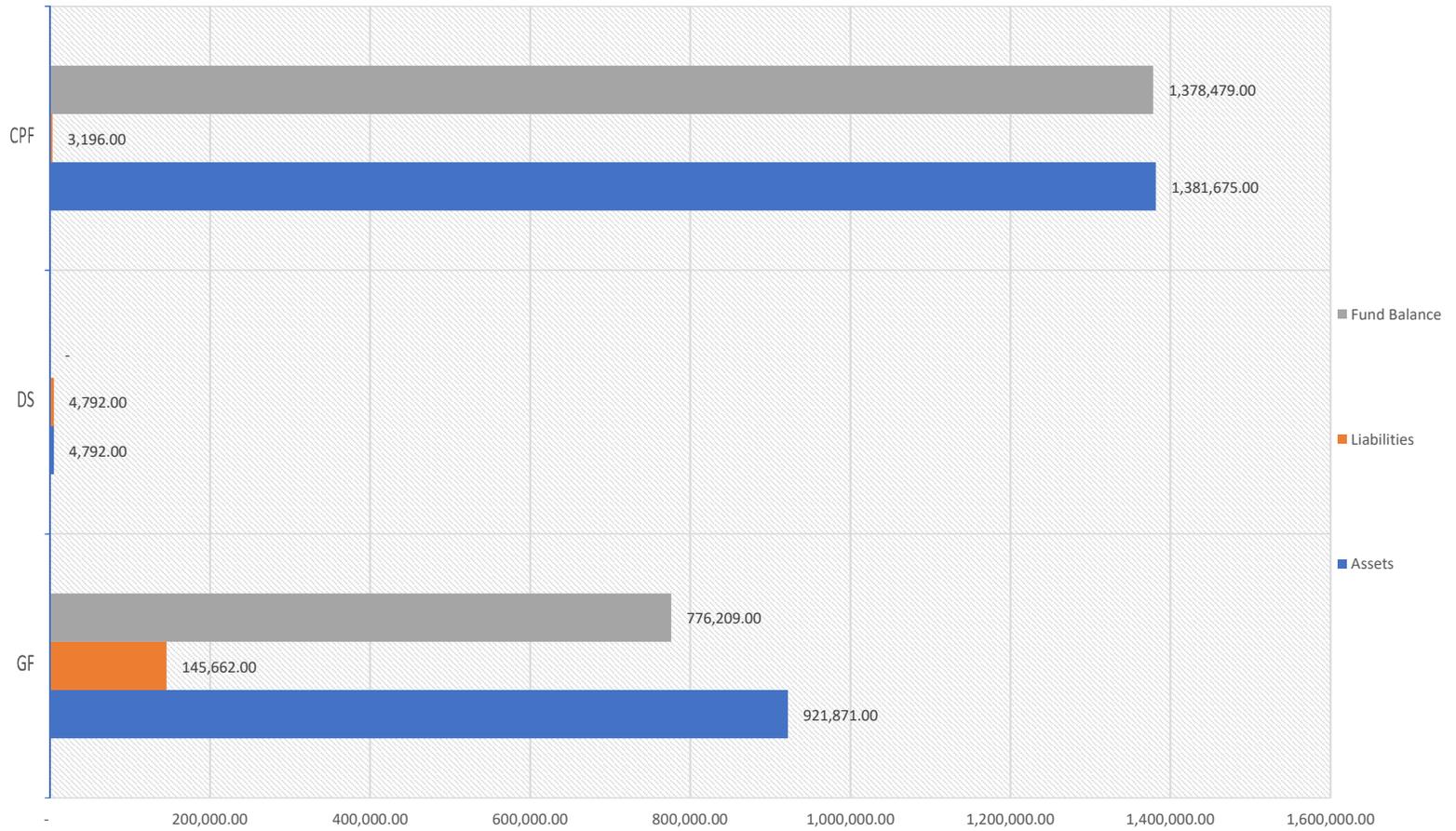
C.R.S. 18-9-108 through 110
C.R.S. 18-9-117
C.R.S. 18-12-105.5
C.R.S. 18-12-214 (3) (b) C.R.S. 18-18-405
C.R.S. 18-18-407 (2)
C.R.S. 24-15-103.5

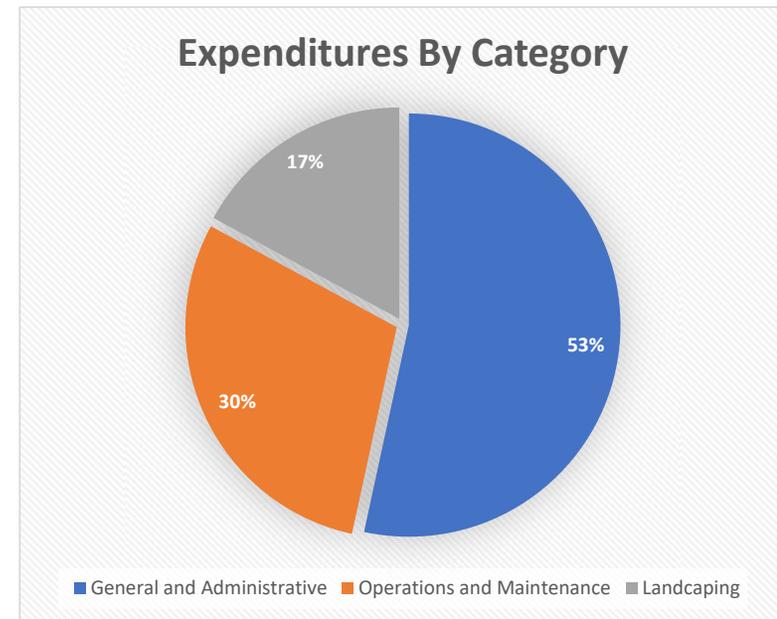
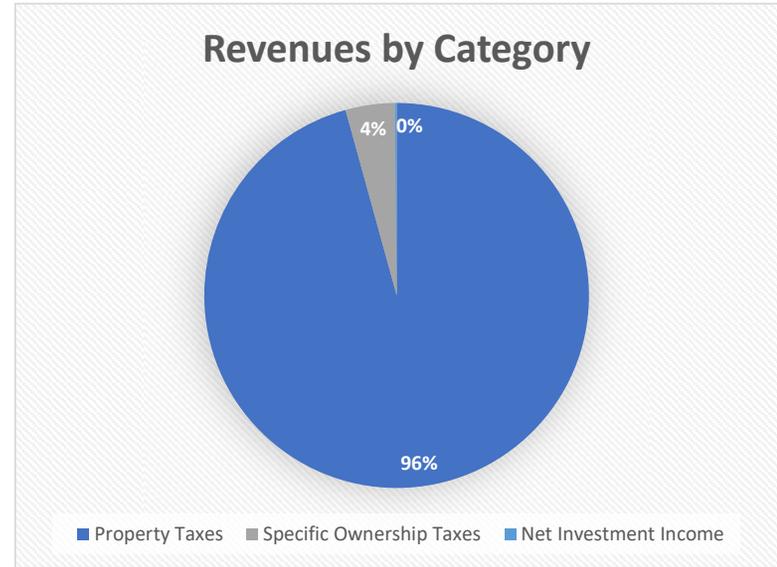
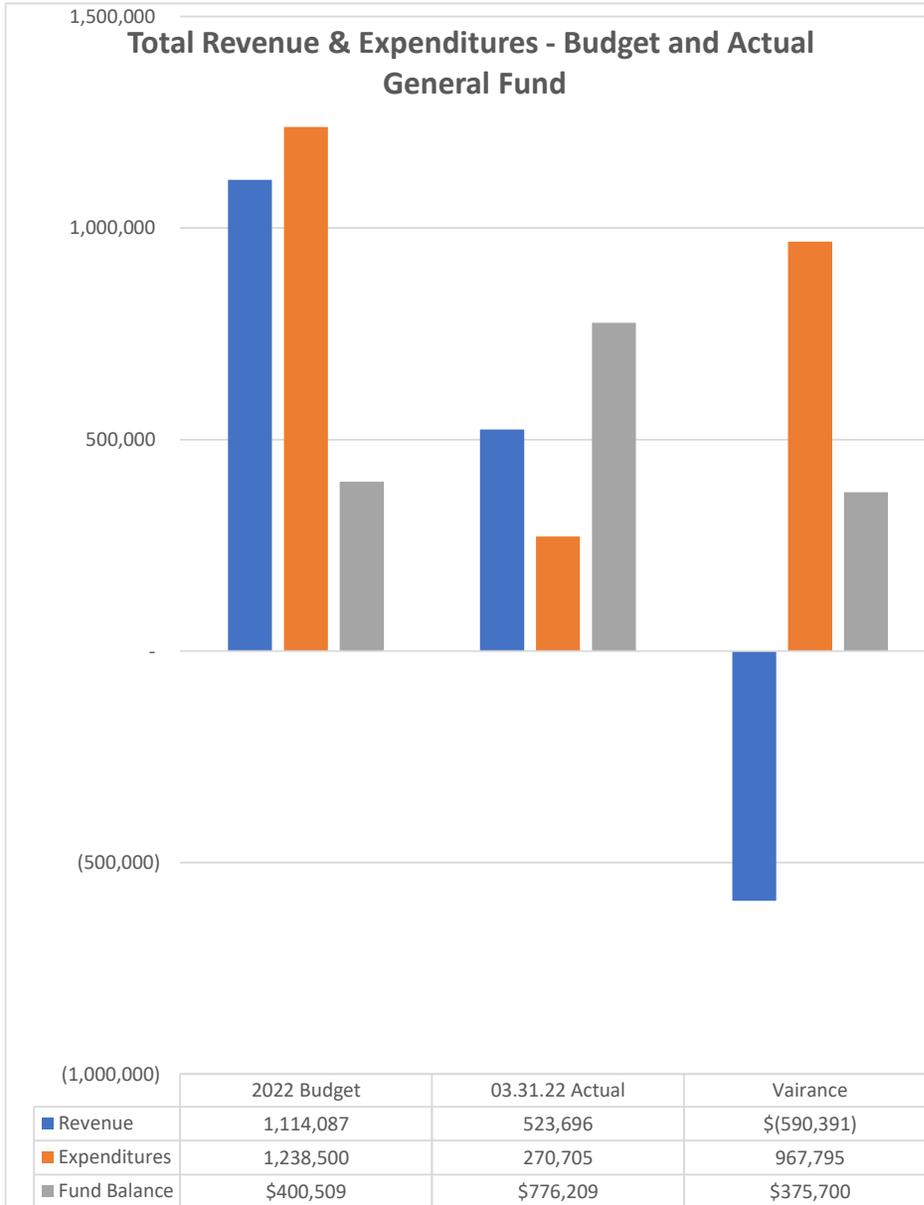
CROSS REFS.:

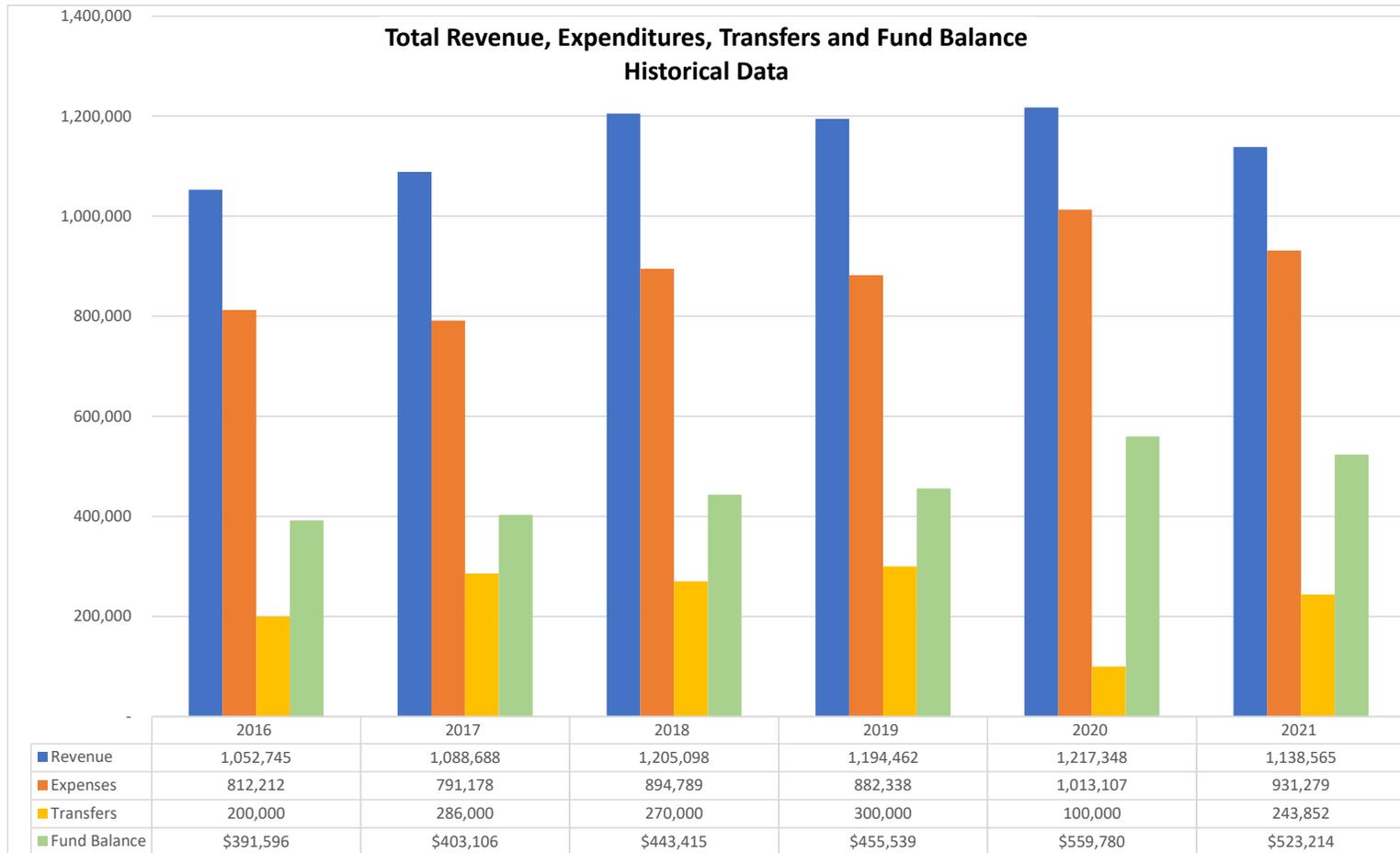
GBEB – Staff Conduct
GBEC - Drug-Free Workplace
JICH - Drug and Alcohol Use by Students
JICI - Weapons in School
KI - Visitors to Schools
ADC - Tobacco Free Schools

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

**Assets, Liabilities and Fund Balance by Fund
03/31/2022**









Extra Work Proposal

Proposal By: Tom Wees, Enhancement Manager	
Metco Account Manager	Bill Barr
Metco Landscape LLC	
Proposal Date	3/16/2022

Job Location	
Roxborough Metro District	

Submitted To:	
Roxborough Metro District Home Owners Association	

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

Extra Work Proposed as Follows:

		Qty	Rate	Total
Roxborough Community Park				
A	BOULDER PILE RELOCATION: (Southwest Corner of Community Parking Lot): (A) Install and set-in place by relocating the remainder of 1/2 ton boulders in two separate locations within the HOA Community in a linear row in the native grass areas per photos provided to Metco LLC by the HOA Board. (B) The first area will allow for the placement of boulders on either side of the sidewalk downhill from the Community Park per photos. (C) The second area will allow for the placement of boulders along Village West Parkway Drive across from the detention pond along the streetscape per photos. Pricing includes Labor and Equipment (Boulders are currently staged on-site).	1		\$4,995.00
Chatfield Farms Park				
OPTION 1	COMMON TURF AREA BEHIND (6) HOMES (8563-8525 Liverpool Circle): Note: This common turf area measures 330 linear feet x 25' Wide. (A) Use track skid steer to accomplish grading work to contour and create a drainage swale in the native turf area. (B) Add fill dirt as necessary to fill-in areas requiring final grade as needed. (C) Add amended top soil as necessary that will provide appropriate base for over-seeding. (D) Over-seed areas by applying Native Seed Mix. (E) Install bio-degradable erosion control blankets to assist seed growth and development. (F) Water-in over-seed application at the conclusion of the install.	1		\$44,410
Chatfield Farms Park				
OPTION 2	COMMON TURF AREA BEHIND (4) HOMES (8547-8525 Liverpool Circle): Note: This common turf area measures 205 linear feet x 25' Wide. (A) Use track skid steer to accomplish grading work to contour and create a drainage swale in the native turf area. (B) Add fill dirt as necessary to fill-in areas requiring final grade as needed. (C) Add amended top soil as necessary that will provide appropriate base for over-seeding. (D) Over-seed areas by applying Native Seed Mix. (E) Install bio-degradable erosion control blankets to assist seed growth and development. (F) Water-in over-seed application at the conclusion of the install.	1		\$37,110.00
Chatfield Farms Park				
B	PARKING LOT DRAINAGE: (A) Install underground drainage system originating from Metal Channel Drain Grate to the newly graded corner swale area behind the Home at 8563 Liverpool Circle. This work will include sod demo and installation (restoration), trenching, installation of drainage boxes (2) and drain pipe.	1		\$8,450.00
NOTE	This aforementioned work does not include warranty coverage to swale grade and/or drainage system.			

***This work does not include any modifications or repairs to the irrigation system. Any repairs will be billed at contractual T&M rates, or \$75.00/Hour plus materials.**

Acceptance of proposal - I have read the terms stated herein, and I hereby accept them.

Client's Signature _____ Date _____ Total **TBD**

Metco Landscaping 2200 Rifle Street, Aurora, CO, 80011 Tel: (303) 421-3100
 This proposal is valid for 60 days. After 60 days, pricing may need to be revised

Extra Work Proposal**3/16/2022**Total: **TBD****CONDITIONS OF CONTRACT***THESE CONDITIONS ARE A PART OF YOUR CONTRACT.***CONTRACT SPECIFICATIONS & LIMITATIONS**

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

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

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

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

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

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

GUARANTEES

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

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

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

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

TERMS OF PAYMENT/SUSPENSION OF WORK

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

CANCELLATION

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

DISPUTES

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

PHOTOGRAPHY

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

SIGNAGE

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

UTILITIES/UNKNOWN OBSTRUCTIONS

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

It is the Owner's responsibility to conspicuously mark and advise Metco Landscape, Inc. of the location of any other underground utilities including: drainage pipes, plumbing, irrigation, propane lines, electric dog fence, cable TV, lighting, etc. Any delays in crew time and/or costs involved in repairing unmarked systems are the responsibility of the Owner.

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

OWNER'S RESPONSIBILITIES

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



Aaron W. Barrick
Marc C. Patoile
Kathryn T. James
Matthew S. Patton
Lindsay J. Obert
Joe D. Kinlaw II
Lauren O. Patton
Katherine K. Fontenot

May 16, 2022

Roxborough Village Metropolitan District

VIA EMAIL TO ALL BOARD MEMBERS

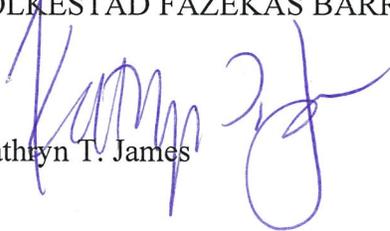
Dear Board of Directors,

This letter will serve to give our firm's notice of resignation of our role as general legal counsel to the District. We intend to resign our role effective August 31, 2022, which is a little over 90 days from the date of this letter. I am aware that the hiring process for new counsel may take some time and I certainly do not wish to put the Board under pressure to rush that process.

Our firm has enjoyed the privilege of a long term representation of the District, for over thirty years, and I have appreciated my time personally for the last 8 years. As new Board members transition in from the recent election, it appears to be a good time to transition in new legal counsel as well. Thank you for the opportunity to have served the District for so long.

Sincerely,

FOLKESTAD FAZEKAS BARRICK & PATOILE, P.C.



Kathryn T. James

office. 303.688.3045 • fax. 303.688.3189

18 South Wilcox Street, Suite 200

Castle Rock, Colorado 80104-1909

ffcolorado.com