

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT**  
**SPECIAL BOARD MEETING AGENDA**

**\*NOTE: given current events and current advice and directives from local, state and federal jurisdictions related to COVID-19, this meeting is being held by teleconference and virtual meeting only. Board members, consultants and members of the public may participate by teleconference or by computer/tablet by utilizing the following information:**

URL link:

Join Zoom Meeting

<https://us02web.zoom.us/j/85010623078?pwd=R3ArTm9mbktjNm4zd05vMDY1b2pXZz09>

Call: 346-248-7799

Meeting ID: 850 1062 3078

Passcode: 298815

**Board of Directors:**

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Calvin Brown, President	Term Expires May 2023
Debra Prysby, Vice President	Term Expires May 2022
Ephram Glass, Treasurer	Term Expires May 2023
Edward Wagner, Secretary	Term Expires May 2022
Garry Cook, Assistant Secretary	Term Expires May 2022

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**Date: September 15, 2020 (Tuesday)**  
**Time: 6:00 p.m.**  
**Place: VIA ZOOM**

1. CALL TO ORDER
2. DECLARATION OF QUORUM/DIRECTOR QUALIFICATIONS/DISCLOSURE MATTERS
3. APPROVE AGENDA
4. PUBLIC COMMENT and/or GUESTS  
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.
5. **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. Consider Approval of the August 18, 2020 Special Meeting Minutes (enclosed)
  - B. Review and Accept the Cash Position and Property Tax Schedule for August (enclosed)
  - C. Review and Consider Approval of Current Claims, Approve Transfer of Funds, and Ratify Payment of Autopay Claims and Ratify Approval of Previous Claims (enclosed)

6. FINANCIAL ITEMS
  - A. Other

### **DISCUSSION AGENDA**

7. ACTION ITEMS (10 MINUTES)
  - A. Bailey Tree Updates (enclosed)
    - i. Review Fulfillment of Contract
8. DIRECTOR ITEMS (10 minutes)
  - A. Environmental Committee Update
  - B. Motorized Vehicles in Park Update (enclosed)
  - C. Other
9. MANAGER MATTERS (30 MINUTES)
  - A. Master Plan/Spillway Follow-Up
    - i. Spillway Materiality and Follow-Up
    - ii. Update on Resident Request for Playground (enclosed)
  - B. Feasibility Study Follow-Up
  - C. Insurance Update
  - D. Other
10. LEGAL MATTERS (10 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 CAB Agreement and Project
  - C. Update on Emergency Disaster Declaration
  - D. Update on Jared Way Sunset Patio
  - E. Other
11. ENGINEERING MATTERS (10 MINUTES) (enclosed)
  - A. Update on CDR Contract for Dugout
  - B. Update on Irrigation Design and Update on Control
  - C. Update on Trail Repair and Concrete Work (by Metco)
12. LANDSCAPE MAINTENANCE (10 MINUTES)
  - A. Metco Landscape Report – Bill Barr (enclosed)
  - B. Review and Consider Approval of Proposals
    - i. Proposal for Snow Removal for 2020 to 2021 (enclosed)
    - ii. Proposal for Irrigation Controllers (enclosed)
  - C. Other

13. OTHER BUSINESS (5 MINUTES)

- A. Confirm Quorum for October 20, 2020 Special Meeting via Zoom.

14. ADJOURNMENT

**2020 Meeting Calendar**  
**3<sup>rd</sup> Tuesday of Every Month**  
**Roxborough Library**  
**West Metro Fire Station No. 15**  
**Virtual – Details on Notice**

**JANUARY**

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
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19	20	21	22	23	24	25
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**FEBRUARY**

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**MARCH**

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**APRIL**

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**MAY**

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**JUNE**

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**JULY**

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**AUGUST**

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30	31					

**SEPTEMBER**

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**OCTOBER**

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**NOVEMBER**

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29	30					

**DECEMBER**

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RECORD OF PROCEEDINGS

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MINUTES OF A SPECIAL MEETING  
OF THE BOARD OF DIRECTORS OF THE  
ROXBOROUGH VILLAGE METROPOLITAN DISTRICT  
HELD  
Tuesday, August 18, 2020

A special meeting of the Board of Directors of the Roxborough Village Metropolitan District (referred to hereafter as the “Board”) was convened on Tuesday, August 18, 2020 at 6:00 p.m. via ZOOM. The meeting was open to the public.

**ATTENDANCE**

In Attendance were Directors:

Calvin Brown  
Debra Prysby  
Garry Cook  
Ephram Glass  
Ed Wagner

Also in Attendance were:

Anna Jones & Nic Carlson; CliftonLarsonAllen LLP  
Katie James, Esq.; Folkestad Fazekas Barrick & Patoile, P.C.  
Scott Barnett; Mulhern MRE Inc.  
Bill Barr; Metco Landscaping  
Steve Bailey & George Beidenstein; Bailey Tree  
Todd Wenskoski; Livable Cities Studio  
Ben Kelly; Strategic Communications Consultant  
Kimberly Armitage; YMCA  
Abe Laydon; Douglas County Commissioner  
Zeke Lynch; Douglas County Traffic Engineer  
Manager  
Matt Williams; Douglas County Assistant Director of  
Public Works

**CALL TO ORDER**

The meeting was called to order at 6:05 p.m.

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

Director Brown declared a quorum was present. No new conflicts were disclosed.

**APPROVE AGENDA**

Upon a motion duly made by Director Prysby, seconded by Director Wagner, and upon vote unanimously carried, the Board approved the agenda as presented.

## RECORD OF PROCEEDINGS

### **PUBLIC COMMENT and/or GUESTS**

County Commissioner Abe Laydon and Douglas County traffic and public works staff attended the Board Meeting to discuss enhancing the pedestrian crossings at Rampart Range. The discussion is outlined in greater detail below.

### **CONSENT AGENDA**

- A. Consider Approval of the July 21, 2020 and August 6, 2020 Special Meeting Minutes
- B. Review and Accept the Draft Financial Statements for June
- C. Review and Accept the Cash Position and Property Tax Schedule for July
- D. Review and Consider Approval of Current Claims, Approve Transfer of Funds, Ratify Payment of Autopay Claims and Ratify Approval of Previous Claims

Ms. Jones requested to remove the Financial Statements from the Consent Agenda in order to review the general fund balance.

Upon a motion duly made by Director Prysby, seconded by Director Glass, and upon vote unanimously carried, the Board approved the Consent Agenda, as amended, and also approved the Draft Financial Statements as further discussed under Financial Items.

### **FINANCIAL ITEMS**

- A. Other –

Ms. Jones reviewed the Draft Financial Statements for June with the Board. She pointed out that most consultants' fees were over budget to date of June 30, 2020 and believes this is due to extensive work in carrying out Master Plan action items and in feasibility study of other Master Plan items. She wanted to note for the Board and entertain any questions they might have.

### **DISCUSSION AGENDA**

#### **ACTION ITEMS**

- A. Bailey Tree Updates

Mr. Bailey and Mr. Beidenstein reviewed the status of the Ash Trees, indicating 24 are dead with an average diameter of 8 to 10 inches. All will be removed in September. Ms. James inquired regarding Bailey Tree Trimming's scope of work for 2020 that included tree removal and whether that work had been fully completed. Mr. Bailey said he would review the matter and if the District had any more tree removal work left in the scope, it would still be performed. Director Glass requested a list of the dead trees. Metco will be replacing the trees. Director Prysby asked about the removal of a stump along Rampart Range Road, south of Safeway. Mr. Bailey indicated he will check on it. Mr. Bailey

## RECORD OF PROCEEDINGS

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will get specifications on the dead trees so that the District may file a claim with insurance.

i. Review Fulfillment of Contract

No action was taken.

### DIRECTOR ITEMS

A. Environmental Committee Update

Director Glass indicated he is working on identifying and installing bat boxes. He is working with Roxborough State Park to identify the appropriate design. He also indicated that he was interested in the possibility of planting some short, flowering trees to provide more shade for Crystal Lake as well as wildflower plantings in the same area. Director Cook indicated he will check with the Arrowhead Shores HOA to get their approval for any planting. Additionally, Director Glass reported on conversations with Patriot Pest regarding areas they are spraying Demand CS, indicating it is possible the chemical is being sprayed too close to the ponds and affecting the pond water. The Management Team will work with Director Glass to follow up with the contractor regarding the suggested changes for mosquito control.

B. Other - None

### MANAGER MATTERS

A. Master Plan/Spillway Follow-up

i. Spillway Materiality and Follow-Up

Mr. Wenskoski and Mr. Barnett reviewed the materiality of the boulders, shade structure research and costs associated with the spillway design elements. The Board provided feedback and agreed with the stone materiality presented in the presentation. There was a request to follow up regarding the shade structure. The Board asked the team to continue moving the project forward, understanding the shade structure discussion/conclusion will follow at next month's meeting.

B. Feasibility Study Follow-Up

Ms. Armitage discussed the idea of visiting recreational centers to begin comparing potential options and the most appropriate comparison to Roxborough.

## RECORD OF PROCEEDINGS

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The Board indicated it would like to do a physical tour as opposed to a virtual tour. Ms. Armitage indicated Thursday or Friday would be the best days to do so.

Mr. Kelly provided an overall communications / outreach summary, synthesizing the outreach he has done, input he has received and feedback from the Board.

### C. Discuss Pedestrian Safety on Rampart Range Road

The following discussion took place during the Public Comment portion of the Board meeting.

Commissioner Laydon outlined the County's concerns regarding the pedestrian/vehicle accident that occurred in May along Rampart Range Road near the middle school. Mr. Williams and Mr. Lynch with Douglas County traffic operations discussed the County's plans to improve the traffic signal in the area. Mr. Lynch pulled up the Google map and showed where the RRFB (new signalization) is intended to be placed. He indicated consistency of traffic signaling for similar roadway/traffic areas throughout the County is a standard they are hoping to maintain. The RRFB will be installed at the pedestrian crossing adjacent to the Community Park.

Director Wagner expressed his appreciation to the County staff. Director Glass asked about the possibility of installing a full traffic intersection light. Mr. Lynch indicated there are several reasons a HAWK or fully signalized intersection would not be appropriate. He also indicated a median will be placed along Rampart adjacent to the middle school to provide a pedestrian refuge.

### D. Update on Toilets and Fountains

Mr. Carlson reviewed three options as presented by Good Plumbing. Following discussion, the Board determined the best option was replacement of plumbing fixtures on all toilets and urinals in the bathrooms with a more durable, mechanical fixture.

Upon a motion duly made by Director Prysby, seconded by Director Cook and, upon vote unanimously carried, the Board approved Good Plumbing's proposal for new plumbing fixtures in the amount of \$2,891.00, as well as \$500.00 for winterization.

### E. Discuss 2021 Budget Process

RECORD OF PROCEEDINGS

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- i. October 15, 2020 – Draft Budget Communicated to the Board
- ii. October 27, 2020 – Budget Workshop
- iii. November 17, 2020 Board Meeting – Public Hearing to Review and Approve 2020 Budget
- iv. December 15, 2020 – Mill Levy Certified

Ms. Jones reviewed the 2021 Budget process and key dates.

F. Other - None

**LEGAL MATTERS**

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 Purpose of Receiving Legal Advice on Special Legal Questions, if requested

No action taken.

B. Update on CAB Agreement and Project

Ms. James reviewed the fees for the consultants in the amount of approximately \$11,000, noting a \$5,000 deposit was made by the CAB earlier in the project.

C. Update on Emergency Disaster Declaration

Upon a motion duly made by Director Prysby, seconded by Director Cook and, upon vote unanimously carried, the Board ratified the Continuation of the Emergency Disaster Declaration.

D. Update on Jared Way Sunset Patio

Ms. James reported that a letter has been sent to the resident and no response has been received.

E. Update on District-Specific Board Member Emails

Following discussion, and upon a vote, carried by majority, the Board determined to establish email addresses specific to Roxborough Village Metro District. Director Cook made the motion, with a second by Director Glass. Directors Cook, Glass and Wagner were in favor, Director Prysby abstained, and Director Brown opposed. The Board directed CLA staff to establish district-specific email addresses.

F. Consider Approval of the Resolution to Increase Board President and Manager Emergency Spending Authority

## RECORD OF PROCEEDINGS

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Ms. James reviewed the two Resolutions. Upon a motion, duly made by Director Wagner, seconded by Director Glass and, upon vote unanimously carried, the Board approved the Resolution to increase Board President's emergency spending authority to \$5,000.00 and non-emergency spending to \$3,000.00. The Resolution regarding the District Manager's spending was approved up to \$1,000.00 without prior approval from the Board.

G. Respond to Community Request for Playground

The Board considered traffic implications. The Board discussed the pros and cons of establishing another playground in the requested area. Ms. James will update the resident who requested the playground that it is still being discussed.

H. Other - None

### ENGINEERING MATTERS

A. Update on CDR Contract for Dugout

Mr. Barnett reported that CDR is waiting for the fence contractor to provide a start date.

B. Update on Aerial Mapping and Irrigation Planning

Mr. Barnett reviewed the information with the Board and requested that the Board respond with individual comments.

C. Update on Trail Repair and Concrete Work

Mr. Barnett provided an update, noting that four out of the five trails are fully restored with rock. Timbers are being considered in some areas. The 7-Acre Pond restoration is almost complete. Mr. Barnett will conduct a walk-through to review the work. He also provided an update on Arrowhead Shores construction regarding developer work, impacted sidewalks and revegetation.

### LANDSCAPE MAINTENANCE

A. Metco Landscape Report

Mr. Barr reviewed the status of landscaping activities that have occurred in the District during the last month.

B. Review and Consider Approval of Proposals

i. Proposal to Install Timbers in the amount of \$1,200

RECORD OF PROCEEDINGS

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Upon a motion duly made by Director Glass, seconded by Director Prysby, and upon vote unanimously carried, the Board approved the proposal to install timbers in the amount of \$1,200.

- ii. Proposal to Repair Rock Monuments in the amount of \$3,700

An insurance claim was submitted and accepted. No action was taken regarding the proposal.

- iii. Proposal to Plant Trees and Winter Watering in the amount of \$18,250

Mr. Barr will work with Directors Prysby and Glass to identify preferable tree varieties.

Upon a motion duly made by Director Prysby, seconded by Director Glass, and upon vote unanimously carried, the Board approved the proposal to plant trees and winter watering in the amount of \$18,250.

C. Other

Mr. Barr indicated he feels a controller system that communicated better would be a worthwhile investment.

**OTHER BUSINESS**

- A. Confirm Quorum for September 15, 2020 Special Meeting via ZOOM

A quorum was confirmed.

**ADJOURNMENT**

Upon a motion duly made by Director Prysby, seconded by Director Cook and, upon vote unanimously carried, the Board adjourned the meeting at 9:29 p.m.

Respectfully submitted,

By: \_\_\_\_\_  
Calvin Brown, President

Attest:

By: \_\_\_\_\_  
Ed Wagner, Secretary

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT**  
**Schedule of Cash Position**  
**June 30, 2020**  
**Updated as of September 2, 2020**

	<u>General Fund</u>	<u>Debt Service Fund</u>	<u>Capital Projects Fund</u>	<u>Total</u>
<b>FirstBank - Checking Account</b>				
Balance as of 06/30/20	\$ 63,093.29	\$ -	\$ 50,661.36	\$ 113,754.65
Subsequent activities:				-
07/02/20 - Bill.com Payments	(1,616.28)	-	(50,661.36)	(52,277.64)
07/06/20 - Bill.com Payments	(990.00)	-	-	(990.00)
07/13/20 - Transfer from Colotrust	91,159.80	-	8,840.20	100,000.00
07/16/20 - Roxborough Water Payment- June	(3,238.62)	-	-	(3,238.62)
07/22/20 - IREA June	(1,259.57)	-	-	(1,259.57)
07/28/20 - Bill.com Payments	(95,366.56)	-	(14,783.05)	(110,149.61)
07/28/20 - Transfer from Colotrust	7,007.15	-	8,992.85	16,000.00
07/28/20 - ADP Payroll/Taxes - July	(430.60)	-	-	(430.60)
07/28/20 - Xcel June	(20.31)	-	-	(20.31)
08/03/20 - Bill.com Payments	(635.00)	-	-	(635.00)
08/05/20 - Bill.com Payments	(2,454.38)	-	-	(2,454.38)
08/06/20 - Bill.com Payments	-	-	(3,050.00)	(3,050.00)
08/12/20 - Transfer from Colotrust	52,785.44	-	68,214.56	121,000.00
08/18/20 - Roxborough Water Payment - July	(21,607.93)	-	-	(21,607.93)
08/21/20 - ADP Payroll/taxes- June, August meetings	(1,614.75)	-	-	(1,614.75)
08/24/20 - IREA July	(1,584.97)	-	-	(1,584.97)
08/25/20 - Bill.com Payments	(4,950.00)	-	-	(4,950.00)
08/31/20 - Xcel July	(20.31)	-	-	(20.31)
09/01/20 - Bill.com Payments	-	(1,200.00)	-	(1,200.00)
09/03/20 - Bill.com Payments	(54,775.32)	-	(80,435.06)	(135,210.38)
09/03/20 - Transfer from Colotrust	27,579.50	1,200.00	12,220.50	41,000.00
09/08/20 - IREA August	(846.93)	-	-	(846.93)
<i>Anticipated ADP Payroll/taxes - September</i>	(538.25)	-	-	(538.25)
<i>Anticipated Payables</i>	(47,913.32)	-	(35,844.00)	(83,757.32)
<i>Anticipated IREA Payment - August bills</i>	(693.00)	-	-	(693.00)
<i>Anticipated Roxborough Water payment - August bills</i>	(1,966.20)	-	-	(1,966.20)
<i>Anticipated Transfer from Colotrust</i>	51,156.00	-	35,844.00	87,000.00
<i>Anticipated Balance</i>	<u>50,258.88</u>	<u>-</u>	<u>-</u>	<u>50,258.88</u>
<b>Colotrust - Plus</b>				
Balance as of 06/30/20	683,690.09	1,428,805.33	1,694,912.43	3,807,407.85
Subsequent activities:				
07/10/20 - June PTAX	358,149.20	290,884.51	-	649,033.71
07/13/20 - Transfer to Checking	(91,159.80)	-	(8,840.20)	(100,000.00)
07/28/20 - Transfer to Checking	(7,007.15)	-	(8,992.85)	(16,000.00)
07/31/20 - Interest Income	415.69	969.94	-	1,385.63
08/03/20 - Sterling Ranch CAB Deposit	-	-	5,000.00	5,000.00
08/10/20 - July PTAX	24,370.19	7,831.10	-	32,201.29
08/12/20 - Transfer to Checking	(52,785.44)	-	(68,214.56)	(121,000.00)
08/31/20 - Interest Income	323.11	753.91	-	1,077.02
09/03/20 -Transfer to Checking	(27,579.50)	(1,200.00)	(12,220.50)	(41,000.00)
<i>Anticipated PTAX</i>	15,609.78	1,898.98	-	17,508.76
<i>Anticipated Transfer to Checking</i>	(51,156.00)	-	(35,844.00)	(87,000.00)
<i>Anticipated December 1 D/S Payment</i>	-	(898,649.50)	-	(898,649.50)
<i>Anticipated Balance</i>	<u>852,870.17</u>	<u>831,294.27</u>	<u>1,565,800.32</u>	<u>3,249,964.76</u>
<b>UMB - 1993 A &amp; B Bond Fund</b>				
Balance as of 06/30/20	-	1,365,098.39	-	1,365,098.39
Subsequent activities:				
07/31/20 - Interest Income	-	11.68	-	11.68
08/31/20 - Interest Income	-	11.47	-	11.47
<i>Anticipated December 31 D/S Payment</i>	-	(969,203.50)	-	(969,203.50)
<i>Anticipated Balance</i>	<u>-</u>	<u>395,918.04</u>	<u>-</u>	<u>395,918.04</u>
<b>Anticipated Balances</b>	<u>\$ 903,129.05</u>	<u>\$ 1,227,212.31</u>	<u>\$ 1,565,800.32</u>	<u>\$ 3,696,141.68</u>

**Yield information (as of 08/31/20):**

First Bank - 0.0%

Colotrust Plus - 0.30%

**ROXBOROUGH VILLAGE METRO DISTRICT**  
**Property Taxes Reconciliation**  
**2020**

	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	\$ 36,897.20	\$ -	\$ 15,073.46	\$ -	\$ (553.44)	\$ 51,417.22	2.04%	2.04%	\$ 107,497.35	2.53%	2.53%
February	771,470.09	-	10,716.77	-	(11,572.05)	770,614.81	42.57%	44.61%	1,366,897.70	42.52%	45.05%
March	60,864.98	-	10,431.17	6.03	(913.07)	70,389.11	3.36%	47.97%	138,944.83	3.52%	48.57%
April	144,308.02	-	9,813.05	-	(2,164.64)	151,956.43	7.96%	55.93%	242,363.71	6.87%	55.44%
May	127,842.92	-	10,840.72	65.81	(1,918.64)	136,830.81	7.06%	62.99%	319,919.86	9.23%	64.67%
June	644,839.65	-	13,678.06	191.48	(9,675.48)	649,033.71	35.59%	98.57%	1,092,289.73	33.79%	98.46%
July	16,440.90	-	15,590.90	422.42	(252.93)	32,201.29	0.91%	99.48%	60,808.27	0.96%	99.42%
August	3,876.58	-	13,540.16	152.46	(60.44)	17,508.76	0.21%	99.69%	40,946.33	0.35%	99.78%
September	-	-	-	-	-	-	0.00%	99.69%	31,451.65	0.05%	99.83%
October	-	-	-	-	-	-	0.00%	99.69%	18,662.53	-0.26%	99.57%
November	-	-	-	-	-	-	0.00%	99.69%	26,396.63	-0.06%	99.51%
December	-	-	-	-	-	-	0.00%	99.69%	32,171.88	0.00%	99.51%
<b>\$</b>	<b>1,806,540.34</b>	<b>\$ -</b>	<b>\$ 99,684.29</b>	<b>\$ 838.20</b>	<b>\$ (27,110.69)</b>	<b>\$ 1,879,952.14</b>	<b>99.69%</b>	<b>99.69%</b>	<b>\$ 3,478,350.47</b>	<b>99.51%</b>	<b>99.51%</b>

Taxes Levied	% of Levied	Property Taxes Collected	% Collected to Amount Levied
\$ 982,751	54.23%	\$ 979,748.28	99.69%
829,326	45.77%	826,792.06	99.69%
<b>\$ 1,812,077</b>	<b>100.00%</b>	<b>\$ 1,806,540.34</b>	<b>99.69%</b>

Chatfield Farms
\$ 261,722.00
-
<b>\$ 261,722.00</b>

**Property Tax**

General Fund  
 Debt Service Fund

**Specific Ownership Tax**

General Fund  
 Debt Service Fund

**Treasurer's Fees**

General Fund  
 Debt Service Fund

**Roxborough Village Metro District  
Claims Listing  
09.09.20**

Vendor	Invoice #	Description	Open Balance
<b>ACH</b>			
*Intermountain Rural Electric Association	21367302	Utilities	21.45
*Intermountain Rural Electric Association	25968000	Utilities	22.36
*Intermountain Rural Electric Association	85311000	Utilities	22.70
*Intermountain Rural Electric Association	85350300	Utilities	21.00
*Intermountain Rural Electric Association	85210100	Utilities	101.49
*Intermountain Rural Electric Association	85311102	Utilities	504.00
*Intermountain Rural Electric Association	25782000	Utilities	825.93
*Intermountain Rural Electric Association	21619901	Utilities	21.00
			1,539.93
Roxborough Water & Sanitation District	7121316	Nonpotable water purchase usage	194.70
Roxborough Water & Sanitation District	7124611	Nonpotable water purchase usage	600.30
Roxborough Water & Sanitation District	7122381	Nonpotable water purchase usage	105.60
Roxborough Water & Sanitation District	7122027	Nonpotable water purchase usage	1,065.60
			1,966.20
<b>Check or Epayment</b>			
Bailey Tree, LLC	8843	Tree maintenance	3,800.00
CDR Construction	Village Circle West	Repairs and maintenance	375.00
CDR Construction	9671 Bighorn Way	Repairs and maintenance	575.00
CDR Construction	Rox Village E Playground	Playground repairs and maintenance	794.49
CDR Construction	Skate Park	Skate Park maintenance	625.00
CliftonLarsonAllen, LLP	2609090	Accounting	2,766.91
Folkestad Fazekas Barrick & Patoile, P.C	35767	Legal services	5,138.50
Metco Landscape, LLC	553210	Repairs and maintenance	650.00
Metco Landscape, LLC	553211	Landscape irrigation maintenance	209.07
Metco Landscape, LLC	552643	Landscape irrigation maintenance	4,537.52
Metco Landscape, LLC	552644	Landscape irrigation maintenance	1,622.40
Metco Landscape, LLC	552892	Landscape irrigation maintenance	2,995.17
Metco Landscape, LLC	552893	Landscape irrigation maintenance	2,265.71
Metco Landscape, LLC	552891	Landscape irrigation maintenance	575.00
Metco Landscape, LLC	SM192535	Landscape contract	13,797.00
Mulhern MRE Inc.	MMRE62121	Engineering	544.00
Mulhern MRE Inc.	MMRE62122	Engineering	6,096.95
Special District Association of Colorado	27307	Miscellaneous	200.00
United Site Services	114-10821731	Portable restrooms	172.80
United Site Services	114-10821732	Portable restrooms	172.80
Ben Kelly	008.8.2020.1	Master plan	2,437.50
Evolution Builders	19186	Master plan	29,854.50
Mulhern MRE Inc.	MMRE62123	Engineering	272.00
Mulhern MRE Inc.	MMRE62124	Spillway / embankment	3,280.00
Total Checks/E-payments			83,757.32

Number	Location	Species	Diameter	date removed
1	Village Cir East by Falcon Ln on L	Ash	6"	8.21.2020
2	village circle east stop sign	chokecherry	2"	8.21.2020
3	Village Cir East by Lark way on R	Ash	8"	8.21.2020
4	VillageCir East by Elk Mtn Cir onR	Maple	2"	8.21.2020
5	same on L	Ash	10"	8.21.2020
6	Past RedFox In on R	Ash	8"	8.21.2020
7	same on R	Ash	6"	8.21.2020
8	same on L	Ash	4"	8.21.2020
9	Same on Right by end of fence	Ash	6"	8.21.2020
10	On Doveail	Maple	4"	8.21.2020
11	village cir west before StacyLn	ash	10"	8.21.2020
12	Rampart Range east side ,just S of light	ash	4"	8.21.2020
13	same	ash	8"	8.21.2020
14	same	ash	8"	8.21.2020
15	Behind Safeway	Ash	2"	8.21.2020
16	same	ash	2"	8.21.2020
17	same	Ash	4"	8.21.2020
18	same	Ash	4"	8.21.2020
19	campfire entrance island	linden	2"	8.21.2020
20	Waterton soccer field N end	Ash	2"	8.21.2020
21	same	Ash	4"	8.21.2020
22	same	ash	4"	8.21.2020
23	Waterton play ground NW Side	ash	8"	8.21.2020
24	airplane park	ash	4"	8.21.2020
25	airplane park	ash	10"	8.21.2020
26	Main park	cottonwood	12'	3.31.20
27	Main park	linden	10"	3.31.20
28	Main park	Ash	4"	3.31.20
29	Green belt across from main pk	pine	14"	3.30.20
30	across from school on vill.cir. East	maple	4"	3.30.20
31	across from school on vill.cir. East	maple	4"	3.30.20
32	across from school on vill.cir. East	Maple	4"	3.30.20
33	village circle west playground	cottonwood	20"	3.27.20
34	vilage circle west playground	ash	12"	3.27.20
35	Rampart Range S of Safeway	linden	12"	3.27.20
36	Cougar In and village cir east	spruce	2"	3.26.2020
37	Large lake	ash	6"	3.26.2020
38	Large lake	cherry	6"	3.26.20
39	rampart range island	cherry	4"	3.26.2020
40	rampart range island	cherry	4"	3.26.2020
41	rampart Range S of skate park	Ash	14"	4.23.2020
42	Waterton canyon playground	ash	6"	3.30.20
43	Waterton canyon playground	crab	4"	3.30.20



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# ROXBOROUGH VILLAGE RAMPART RANGE ROAD NEIGHBORHOOD PARK

PRECEDENT STUDIES AND COST INFORMATION  
SEPTEMBER 2020

# RAMPART RANGE NEIGHBORHOOD PARK

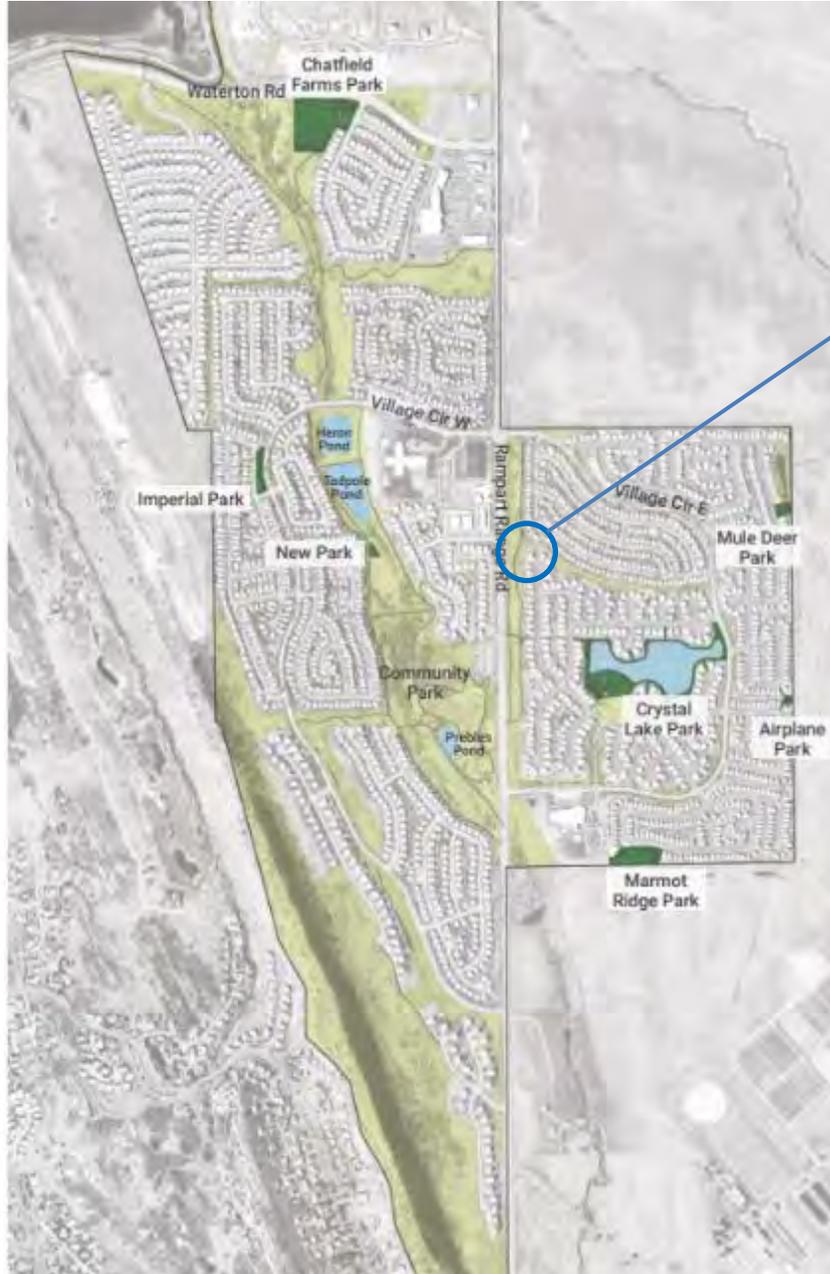
## OVERVIEW OF EXHIBITS

- COMMUNITY CONTEXT MAP
- AERIAL PHOTO AND SITE LOCATION
- PRECEDENT AND COST MODEL – TYPE 1 | Traditional Post and Platform
- PRECEDENT AND COST MODEL – TYPE 2 | Nature Play
- PRECEDENT AND COST MODEL – TYPE 3 | Destination Play

## Neighborhood Parks Map

Map illustrating Neighborhood Parks recommendations.

To learn more about specific recommendations, please refer to rest of this section.



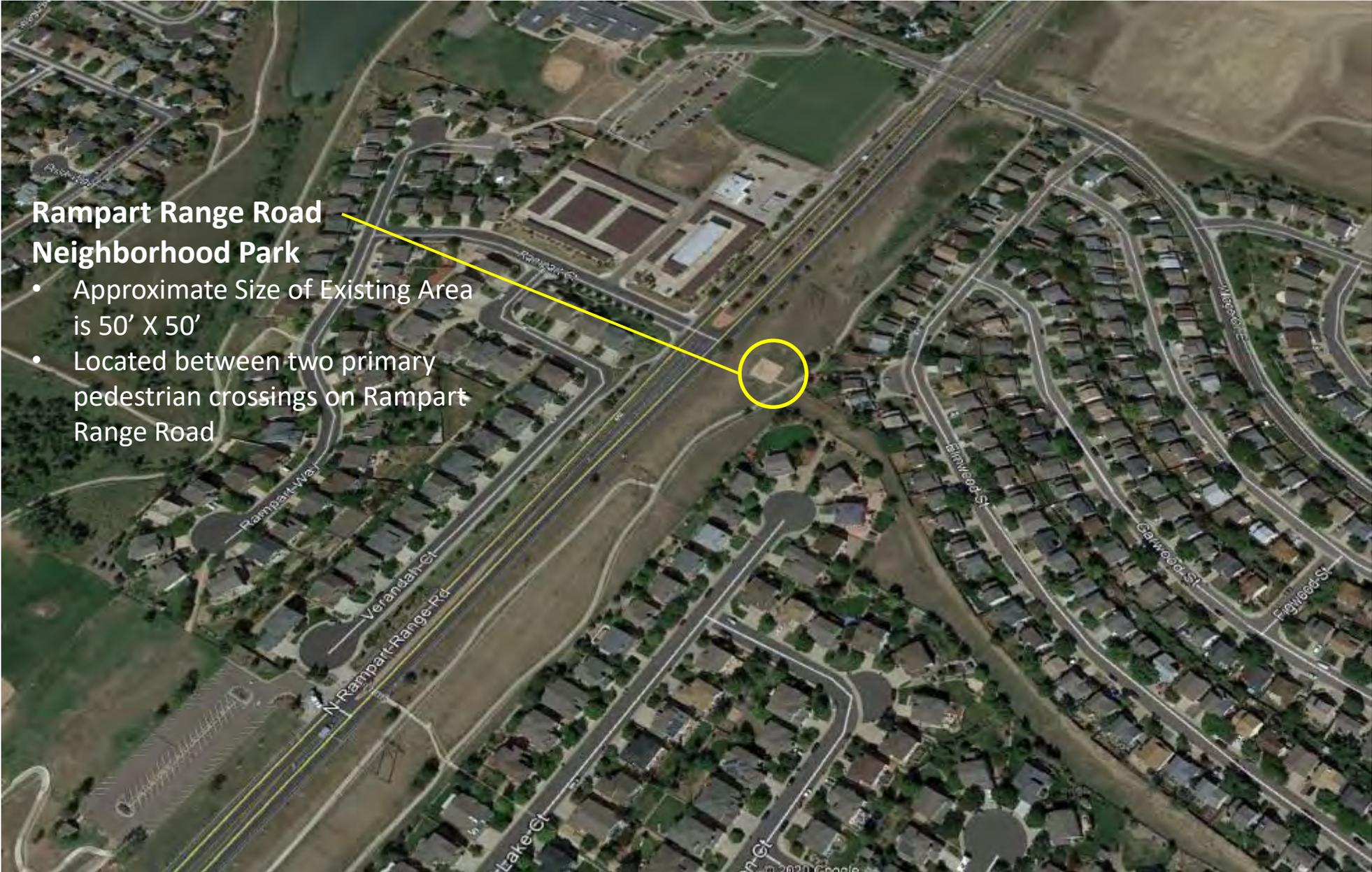
## NEIGHBORHOOD PARK LOCATION AND MASTER PLAN CONSIDERATIONS

- Recommendations for the Rampart Range Road Neighborhood Park were not included in the Master Plan.
- The play structure/equipment were previously removed, and the team did not receive requests from the community to include it.

### Map Legend

 Neighborhood Park

# RAMPART RANGE NEIGHBORHOOD PARK – LOCATION



## Rampart Range Road Neighborhood Park

- Approximate Size of Existing Area is 50' X 50'
- Located between two primary pedestrian crossings on Rampart Range Road

# NEIGHBORHOOD PARK PRECEDENT AND COST MODEL

## Type 1 – Traditional Post and Platform

\$50,000 - \$125,000

*Note: Example and costs shown below represent rough order of magnitude (ROM) estimates and are only intended for discussion. Refined estimates will be developed in the future.*

Flower Climber- ~\$2k

Ladybug ~\$6k



Main Playstructure - ~\$35k

Demo and Surfacing ~\$13k

# NEIGHBORHOOD PARK PRECEDENT AND COST MODEL

## Type 2 – Nature Play \$125,000 - \$225,000

*Note: Example and costs shown below represent rough order of magnitude (ROM) estimates and are only intended for discussion. Refined estimates will be developed in the future.*

Hand Pump ~\$5k  
(needs water connection)

Boulders ~\$25k



Climbing Timbers - ~\$100k  
(2 pieces)

Demo and Surfacing ~\$25k

Sand Play Area ~\$10k

# NEIGHBORHOOD PARK PRECEDENT AND COST MODEL

## Type 3 – Destination Play (Nature + Themed)

**\$225,000 - \$500,000**

*Note: Costs shown below represent rough order of magnitude (ROM) estimates and are only intended for discussion. Refined estimates will be developed in the future.*



# NEIGHBORHOOD PARK PRECEDENT AND COST MODEL

## Type 3 – Destination Play (Nature + Themed)

\$225,000 - \$500,000

*Note: Costs shown below represent rough order of magnitude (ROM) estimates and are only intended for discussion. Refined estimates will be developed in the future.*











UNITED STATES  
POSTAL SERVICE







*Managing Resources thru Engineering*

To: Roxborough Village Metropolitan District, Board of Directors  
From: Scott Barnett P.E., District Engineer  
Date: September 10, 2020  
Re: RVMD Engineering Report

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1. **Dugout** - Jay Fells of CDR is waiting to complete his portion of the work on the dugouts after the fence subcontractor is able to complete their part. They were able to get in and get the posts poured and in place. Jay returns from vacation on Sept. 22, and he expects to be able to resume his work to complete the project at that point.
2. **7 Acre Pond Bank Stabilization project** – Western States completed the work as directed. They were able to wrap up everything and we hosted a punch list walk through. There were some segments of the sidewalk that were damaged during the work, and they are scheduled to be removed and replaced or repaired on September 11. I processed payment of their pay application with CLA on 9/3, which should be in this month's checks for signature. There is about \$3,000 remaining to bill out and that is only the wetlands plantings that go into the pond later in the Fall.
3. **Hydrosystems KDI** – The Board has received the drawings for review and comment. I have received very minor comments from the Board. Metco is also reviewing, but their comments will mostly relate to the communication system which they have been working on that angle with a different vendor and will report on it separately. The minor comments I have, will be incorporated into the next (maybe final) version of the drawings for construction. The Metco cost estimator has been provided drawings in order to work up their cost estimate.
4. **Concrete Trail Connections** –The Board authorized METCO to proceed with the installation of the timbers for the final piece of restoration work on this project last month. Everything else is complete.

5. **Sterling Ranch Coordination on Irrigation Line Replacement or Modification** – The project is complete. There does not appear to be any need for further major time commitment with the project from the consultants. All time has been compiled and will be back billed.
  
6. **Spillway Enhancement Project** – While this project is under Management matters, the engineering portions include the Concrete box culvert modifications and the Boulder stepped pedestrian area. I met with representatives of 53 Corp to do the Boulders and Chavez Services to do the structural concrete work on site. My goal was to incorporate any construction logistics that may be problematic into the final construction drawings which we will present to them to provide pricing. Some of the logistics problems relate to pumping down the pond and which group does the demolition work. When thinking about the construction sequence, these things come into play and we have realized that there will be some tricky back and forth mob/demob going on. That will be worked into and accounted for in the proposals. Our design engineer was also present at the meeting to understand what was needed to complete the drawing set. Our goal is to have the drawings out and prices back for the October meeting to consider approval. This would allow for beginning in November if things worked out well.



METCO LANDSCAPE, INC.

## Monthly Maintenance Report for Roxborough Village Metropolitan District

Submitted by: Bill Barr Sep-20 Recipients: Anna Jones, Public Manager

### REVIEW OF GANTTED OPERATIONS

#### Turf

TURF GOT IS LAST FERT FEEDING THE LAST WEEK OF AUGUST WE DID EXPERIENCE A VERY DRY AND WARM SUMMER SEASON OVERALL IT DID OK WITH THE WARM TEMPS

#### Shrub Beds

WE CONTINUE TO POLICE ALL SHRUB BEDS FOR WEEDS

#### Trees

TREES LOOKED GOOD AFTER OUR HARD START TO THE SEASON WITH THE FREEZE WE HAD IN APRIL WE LOST SEVERAL TREES DUE TO THE FREEZE BUT BAILEY HAS CUT DOWN THE DEAD AND STUMP GRINDED WE WILL BE PLANTING NEW ONES THIS MONTH

#### Irrigation

THE IRRIGATION SYSTEM WAS TESTED THIS SEASON WITH THE LACK OF RAIN WE HAD WE CONTINUE TO HAVE REPAIRS ON MAINLINE LEAKS FROM 4TO6" PIPE HYDROLICS THE MAIN CAUSE OF THE ISSUES

#### Site Policing

SITE POLICING CONTINUES WEEK TO WEEK OF TRASH AND DOGGY STATIONS WE HAD A LOT OF DOGGY STATION USE THROUGHOUT THE COMMUNITY WITH THE VOLUME OF PEOPLE WALKING DOGS CLOSE TO THEIR HOMES DUE TO THE CONFINEMENT HOUSHOLDS HAD TO KEEP DUE TO THE PANDEMIC

#### Overall Site

OVERALL SITE LOOKS GOOD

Review of Operatons for Upcoming Month:  
*Schedule, Gantt, special Needs, Concerns, Areas of Focus*

WE ARE IN THE PROSESS OF GETTING SOME NUMBERS ON A CLOUD OPERATED IRRIGATION CONTROLLER SYSTEM THAT WOULD HELP WITH THE FLOW CONTROLS IN THE PIPING WHICH WOULD HELP WITH REDUCING THS NUMBER OF LEAKS WE REPAIR




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2200 Rifle Street Aurora, CO 80011 (303)421-3100 Office (303)421-1120 Fax

**Owner/Management**

Clifton Larson Allen LLP  
 8390 East Crescent Parkway, Suite 500  
 Greenwood Village, CO 80111  
 Manager: Anna Jones  
 Office: 303.793.1478  
 Email: anna.jones@CLAconnect.com

**Client/Property**

Roxborough Village Metropolitan District  
 6222 Roxborough Park Road  
 Littleton, CO 80125  
 Contact:  
 Cell: 303.931.6134  
 Email:

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**SNOW MANAGEMENT AGREEMENT**

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This Snow Management Agreement (“Agreement”) is entered this 1<sup>st</sup> day of September, 2020, by and between Roxborough Village Metropolitan District **c/o Clifton Larson Allen LLP**, (hereinafter referred to as the “Client”) and **Metco Landscape, Inc.** (hereinafter referred to as the “Contractor”) for site-specific snow maintenance services at Roxborough Village Metropolitan District located at **6222 Roxborough Park Road**, Littleton, CO 80125 (hereinafter referred to as the “Premises”). All Billing will be submitted to Clifton Larson Allen LLP at 8390 East Crescent Parkway, Suite 500, Greenwood Village, CO 80111. The Term of this Agreement shall be from October 1<sup>st</sup>, 2020 until May 31<sup>st</sup>, 2021, unless the contract is terminated in accordance with the provisions of this Agreement. *(If the client requests snow management services outside of the term of this contract and after the contract has been signed, the provisions of this contract shall apply.)*

For and in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

**I. GENERAL REQUIREMENTS/OBLIGATIONS**

- A. It is hereby mutually agreed and understood that for and in consideration of the sums to be paid to the Contractor by the Client as set forth in this Agreement, the Contractor shall furnish all labor, equipment, accessories and material to perform snow maintenance activities as outlined at the hourly rate set forth on the attached Exhibit “A” and “Exhibit A1”. Client agrees that Contractor may enter into subcontract agreements for the provision of some or all of the work identified in this Agreement.
- B. Contractor and Client agree that snow maintenance services are controlled in large part by the severity and duration of the snow activity. Contractor will perform its services in a good and workmanlike manner consistent with reasonable industry standards. Contractor is responsible only for work performed by Contractor at the Premises and is not responsible for Acts of God, poor site drainage conditions, dangerous conditions, vandalism, conditions arising after the completion of Contractor’s work, or other events beyond the control of Contractor including those described under the Force Majeure section below.
- C. Contractor and Client shall inspect the property, prior to snow maintenance activities, to determine property boundaries, pre-existing conditions, and snow removal requirements. The Client is responsible for documentation of pre-existing conditions. Unless clearly marked by Client, Contractor shall not be liable for damages due to items buried under the snow (i.e. curbs, turf, wheel stops, hydrants, etc.). If requested by Client, Contractor shall provide premises identification services which will include marking of items which will be buried under the snow in a manner which will enable Contractor to avoid these items during snow maintenance activities. The cost of these services is identified on Exhibit “A”.

- D. Contractor shall have sufficient resources and equipment to be able to service the Property for the type and size of snowstorms customarily encountered in the area (1" to 12") where the Premises are located. Contractor agrees to obtain and pay for any licenses and certifications required by the city, county, state and federal governments, to conduct snow maintenance operations.
- E. Accumulations greater than 12" may require larger or different types of equipment that are not normally a part of Contractors fleet and supplemental pricing per Exhibit "B" will apply in those circumstances in which Contractor must rent equipment. In the event of a forecasted storm greater than 12", the Contractor will contact the Client and make recommendations for equipment and personnel to complete snow activity and provide an expected time frame. Extreme weather may prevent the Contractor from getting to the Premises either during, or immediately after the snow event. Client understands that staff may need to partially clear the Premises early and return later to clear remaining snow. Client understands that this may result in additional time required to clear snow at the Premises. In the event of a government issued snow emergency, the Contractor will make every effort to continue snow operations as allowed by law. Contractor's available equipment includes, but is not limited to, dump trucks, front-end loaders, and additional trucks with blades.
- F. Client agrees that Contractor may suspend services if staff is unable to work safely because temperatures and wind conditions combine to make "Wind Chill" temperatures below 0 degrees Fahrenheit. Client agrees and understands that Contractor may suspend services in severe weather, wind chill conditions below 0 degrees, and/or government issued snow emergencies, without penalty or liability, so as not to force unsafe working conditions upon employees. Client agrees that Contractor shall not be liable for any claims, damages, or injuries that result from cessation or unavailability of snow services under these conditions.
- G. Because of the volatile nature of petroleum and the cost of fuel, it may be necessary during this contract to impose a fuel surcharge. If the cost of fuel (regular unleaded) exceeds \$4.00 a gallon in the Denver Metro area, a 2 % surcharge will be applied to all invoices.

### III. SPECIFICATIONS

#### A. Minimum Accumulation Standards:

Contractor hereby advises Client that in Contractor's experience service trigger depths at 4" and greater are associated with greater potential for injury and damages to people and property. Based on this advisement, Client specifically and to the fullest extent permitted by law, relinquishes, waives, and releases any and all claims, liabilities, obligations, losses, penalties, actions, suits, damages, expenses, or costs of any kind and nature for property damage, bodily injury, or death that arise out of or relate to the service trigger depths of 4" or greater.

Contractor will plow the snow at a depth of \_\_\_\_\_ inches or as requested by the Client. Contractor will shovel the snow at a depth of \_\_\_\_\_ inches or as requested by the Client. A representative on the premises should be available to provide the Contractor with specific site conditions, therefore allowing the Contractor to most effectively service the Premises. The name of the Client Contact is \_\_\_\_\_ and their phone number is \_\_\_\_\_. Client Contact will notify the Contractor of any substitute or replacement manager during periods the Manager is unavailable.

B. Equipment and Materials to be used during normal events **may** include, but not be limited to, the following:

1. ½ ton to 1 ton trucks with 7.5 foot blades.
2. Snow blowers; walk behind.
3. ATV with Plow
4. Skid Steer / Bob Cat
5. Ice Slicer
6. Ice Melt

C. Notification Procedures:

Snow maintenance activities will be initiated when, in the opinion of the Contractor, conditions are such that removal operations are required or when notified by the Client. It shall be the responsibility of the Client to notify the Contractor if snow maintenance services are not required.

D. Areas to be serviced:

A site meeting between the Contractor and the Client is necessary to generate maps identifying the area to be serviced, including areas where snow is to be piled and any area of special need. The Client is responsible to provide a site map and the specific snow maintenance services required and these documents will be included as a part of this Agreement. The Contractor shall not be liable for any claims, damages, or injuries that are alleged to have been caused by a failure to perform snow services, when the subject snow services were not requested by the Client nor required to have been performed under this Agreement.

E. Work Not Included:

1. Sweeping or cleaning of the areas after the snowstorm due to accumulation of sand or debris.
2. Premises identification services unless specifically requested by Property Manager under Paragraph II (C).

F. Normal, after hours, and emergency phone numbers for Contractor are as follows:

- Contractor's office: 8:00a.m. – 5:00p.m. Monday – Friday: **303-421-3100**
- After hours snow emergencies only: **720-610-8438**

#### IV. LIMITATIONS, ADDITIONAL TERMS AND CONDITIONS

- A. The Client is responsible for removal, or for causing the removal, of all vehicles and other personal property, from parking lots, drives, access roads, and designated stockpile areas so that the Contractor can properly and efficiently operate snow plowing equipment. If vehicles or other personal property are not removed at the time of plowing operations the Contractor will plow only those areas accessible for safe use and operation of snow maintenance equipment. If the designated snow piling areas are not accessible, the Contractor shall stock pile snow in an area, which, in the opinion of the Contractor, allows the greatest usability of the lot. To the fullest extent permitted by law, Client relinquishes, waives, and releases any and all claims, damages, or injuries that result from Client's failure to remove vehicles and personal property from parking lots, drives, access roads, and designated stockpile areas.
- B. Client understands and agrees that the snow services specified above are for a one time set of services that occur in conjunction with a snow event. The Colorado climate exhibits a freeze-thaw cycle in the winter, in which higher daytime temperatures create melting of snow and ice, followed by re-freezing when temperatures drop.

This can create additional slippery, icy, and dangerous conditions. Client agrees that Contractor shall not be liable for any claims, damages, losses, or injuries arising from these conditions. Client agrees that if further snow services are required after the initial snow services are completed, in order to mitigate subsequent icy, slippery, or dangerous conditions, it is Client's responsibility to identify the needed services and to request those services from Contractor. Contractor shall have no obligation to perform the requested additional services until after Contractor provides written acknowledgement of the requested services.

- C. Even in those areas in which plowing is accomplished, snow removal (or salting) of a particular location may not clear the area to "bare pavement." Slippery conditions may continue to prevail even after snow removal (or application of salt). Slippery or icy conditions can also arise after performance of snow removal services. Causes may include, for example, parked cars being cleared of snow, snow blowing through the area, snow melting from parked cars, trees, or other objects, and re-freezing on the ground. Client agrees that Contractor is not responsible for the conditions of the premises after performance of snow removal services. To the fullest extent permitted by law, Client relinquishes, waives, and releases any and all claims, damages, or injuries that result from the conditions enumerated in this paragraph. Client agrees that if further snow services are required after the initial snow services are completed, in order to mitigate subsequent icy, slippery, or dangerous conditions, it is Client's responsibility to identify the needed services and to request those services from Contractor. Contractor shall have no obligation to perform the requested additional services until after Contractor provides written acknowledgement of the requested services.
- D. Client agrees that C.R.S. §13-21-129 makes void any agreement to indemnify, defend, or hold harmless a Client for damages resulting from the Client's acts or omissions, if the Contractor was prohibited from mitigating a specific snow, ice or other mixed precipitation event or risk. Client specifically agrees that no such indemnity, defense, or hold harmless obligations are included in the terms of this agreement, nor shall they be incorporated into any related, auxiliary, or supplemental contracts.
- E. Client is advised that de-icing materials, including but not limited to Ice Melt and Ice Slicer, may cause damage to the landscape and concrete surfaces. Contractor uses de-icing materials to increase safety for persons accessing the Property. Contractor will use de-icing materials at its discretion for each snow event. To the fullest extent permitted by law, Client relinquishes, waives, and releases any and all claims for property damage arising from the use of de-icing materials. Client shall notify Contractor in writing if the Client declines the use of de-icing materials. Such writing must be received and acknowledged by Contractor in order to become effective in advance of any subsequent snow services.
- F. If Client requests Contractor to supply, fill, or re-fill buckets or stations with de-icing materials for the general access and use by persons on the Property or Premises, then to the fullest extent permitted by law Client relinquishes, waives, and releases any and all claims or damages arising from any personal injuries incurred in the course of such general access and use.
- G. Force Majeure: If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond Contractor's reasonable control (force majeure), and if the Contractor is unable to carry out its obligations and gives the Owner prompt written notice of such event, then the obligations of the Contractor shall be suspended to the extent necessary. The term "force majeure" shall include, without limitation, acts of God, pandemics, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority or by national emergencies, insurrections, riots, or wars or strikes, lockouts, work stoppages, or other labor disputes, or supplier failures. Contractor shall use reasonable efforts under the circumstances to avoid or remove such causes of nonperformance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased.
- H. Undersigned agrees that it has authority to execute this Agreement on behalf of the identified Client.

- I. The Property Owner and Management Company, if any, identified above, shall be jointly and severally liable for any non-performance by Client under this Agreement.
- J. Client shall notify Contractor in writing within three (3) days of any issue relating to Contractor's work under this Agreement. If Client fails to provide such notice, all claims and damages asserted by Client related to that issue are completely and irrevocably waived.
- K. With the exception of actions by Contractor to recover amounts due and owing, all other disputes or claims arising from this Agreement shall be submitted first to non-binding mediation, and then to binding arbitration if mediation is unsuccessful. Arbitration shall be conducted by a single arbitrator, mutually chosen by the parties from the Judicial Arbitrator Group in Denver, Colorado. If the parties cannot agree on an arbitrator, a party seeking enforcement of this arbitration agreement may request, as part of a petition for enforcement, that a District Court judge appoint an arbitrator. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any Court having jurisdiction thereof.
- L. THE PARTIES KNOWINGLY, VOLUNTARILY, IRREVOCABLY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION ARISING OUT OF OR PERTAINING TO THE AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PERSON OR PARTY RELATED TO THIS AGREEMENT; THIS IRREVOCABLE WAIVER OF THE RIGHT TO A JURY TRIAL BEING A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS CONTRACT.
- M. This Agreement is solely for the benefit of Client and Contractor and is not intended for the benefit of any other person or parties.
- N. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.
- O. Each provision of this Agreement shall be construed as if both Parties mutually drafted this Agreement. If a provision is held by a court to be invalid, the remaining provisions of the Agreement and will be reformed/enforced. This Agreement records the entire Agreement of the Parties. All documents/exhibits referred to in this Agreement are an integral part of the Agreement and are incorporated by reference. In the event of a conflict among the Agreement documents, these terms and conditions shall control, govern, and take precedence.

## V. INSURANCE

Contractor agrees to maintain insurance current and in force during the term of this Agreement. Contractor will obtain a Certificate of Insurance prior to the start of the work stated in this Agreement and deliver it to the Client. Contractor shall also have its employees covered by a Worker's Compensation and Employer's Liability Policy.

The minimum limits of insurance are as follows:

- A. General Liability: Minimum requirements are \$1,000,000 per occurrence/\$1,000,000 general aggregate.
- B. Automobile Liability: Minimum requirements are \$1,000,000 combined single limit.
- C. Worker's compensation: Statutory amount.
- D. Employer's Liability: \$1,000,000 each employee/accident/disease

## VI. TERMINATION

Either party may terminate this Agreement by giving notice in writing by certified mail to the other party at the respective addresses stated below. Notice shall be given at least thirty (30) days prior to the effective date of such termination.

If notice to Client:       Roxborough Village Metropolitan District  
                                   c/o Clifton Larson Allen LLP  
                                   Attention: Anna Jones  
                                   8390 East Crescent Parkway, Suite 500  
                                   Greenwood Village, CO 80111

If to Contractor:         Metco Landscape, Inc.  
                                   Attention: Justin Ball  
                                   2200 Rifle Street  
                                   Aurora, CO 80011

Final payment will be due within 15 days of the termination date. Such payment shall be considered payment, in full, for services performed under this Agreement.

## VII. PAYMENT

Payments for snow management services is due within thirty (30) days of invoice date, at the rates outlined in Exhibit "A" and "Exhibit A1". There will be a one (1) hour minimum charge per location per snow maintenance activity for the equipment and manpower sent to the Premises. Payments shall be made payable to Metco Landscape, Inc.

Client will inform the Contractor in writing of any billing discrepancies or disputes within seven (7) days of invoice date. If Client fails to provide such notice, all rights to dispute the invoice or the basis for services are completely and irrevocably waived.

The Client agrees to pay one and one-half percent (1.5%) per month interest on all past due accounts which are not paid within thirty (30) days. If payment for services rendered is delinquent by forty-five (45) days or more, Contractor may suspend any and all services to the Property and/or Premises, including snow, landscape, or any other services provided by or requested of Contractor, until the account is made current. The Contractor will provide three (3) days' notice to the Property Manager of its intent to suspend services. Contractor shall recover all expenses incurred in the enforcement of any provision of this Agreement, including but not limited to all collection agency charges, lien fees, costs, court costs, attorneys' fees, and all expenses incurred in collecting on any judgement.

The pricing is based on the current market for materials and consumables. Increases in cost of materials or consumables by more than 10% may result in surcharges applying to the work.

IN WITNESS WHEREOF, THE CLIENT AND CONTRACTOR HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED ON THE DATE FIRST HEREIN WRITTEN. ALL COPIES OF THIS EXECUTED AGREEMENT SHALL BE CONSIDERED THE ORIGINAL, FOR ALL INTENTS AND PURPOSES.

**CLIENT: Roxborough Village Metro District**  
c/o Clifton Larson Allen LLP

**CONTRACTOR: Metco Landscape, Inc.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## Exhibit “A”

### 2020-21 Snow Removal Rates

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\$120.00	per hour, Pick-Up Truck with 7.5 Foot Plow
\$60.00	per hour, per laborer, Hand Shoveling
\$75.00	per hour, Snow Blower
\$90.00	per hour, ATV w/Blade
\$165.00	per hour, Skid Steer with Bucket
\$165.00	per hour, Skid Steer with Pusher/Plow
\$275.00	per hour, Front-End Loader (2-hr minimum)
\$275.00	per hour, Front-End Loader with Pusher/Box (2-hr minimum)
\$200.00	per hour, Dump Truck 15-yard
\$0.85	per pound, Ice Melt plus \$60.00 per hour application
\$250.00	per ton, Ice Slicer plus \$135.00 per hour application
<b><u>Additional services if requested by client:</u></b>	
\$75.00	per hour, obstacle identification service plus \$3.50 per stake

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- All services to be invoiced per hour, with a one-hour minimum charge per service and job site.
- All material to be invoice per pound or per ton.
- Mobilization costs, portal to portal, will be included in the hourly services for each visit.
- Snow removal on Thanksgiving Day, Christmas Day, New Year’s Day and Easter will be charged at 1.5 times the normal rates.
- Snow materials are subject to change from year to year, depending on industry supplier material shortage or fluctuation of costs.



## Exhibit “B”

### 2020–21 Snow Removal Emergency Equipment Rates

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For use in extreme snow/blizzard events of 12 inches or greater, accumulation in one 24-hour period.

\$260.00	per hour, Mobilization Time, Portal-to-Portal.
\$75.00	per hour, Fueling heavy equipment as necessary.
\$150.00	per hour, Pick-Up Truck with 7.5 Foot Plow
\$75.00	per hour/per laborer, Hand Shoveling
\$94.00	per hour, Snow Blower
\$115.00	per hour, ATV w/Blade
\$210.00	per hour, Skid Steer with Bucket
\$210.00	per hour, Skid Steer with Pusher/Plow
\$345.00	per hour, Front-End Loader (2-hr minimum)
\$345.00	per hour, Front-End Loader with Pusher/Box
\$250.00	per hour, Dump Truck 15-yard
\$1.50	per pound, Ice Melt plus \$65.00 per hour application
\$250.00	per ton, Ice Slicer plus \$315.00 per hour application
	<b><u>Additional services if requested by client</u></b>
\$95.00	per hour, Obstacle Identification Service plus \$5.00 per Stake

- 
- One hour minimum charge per service and job site.
  - Rental Equipment will be contracted as available upon approval from Client. The Contractor will monitor weather to be prepared in the event of a large storm and have necessary resources available, however assumes no liability for the unavailability of rental equipment and operators.

## Snow Service Contact Form

*Please update our records for the most up-to-date emails regarding upcoming storms and snow services provided*

Property Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Phone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_

Contact Email: \_\_\_\_\_@\_\_\_\_\_ .com

***Please submit this form with your signed contract***



# Irrigation Repair Proposal

<b>Proposal By: Bill Barr</b>	
Metco Landscape Inc.	
Proposal Date	9/10/2020
<b>Submitted To:</b>	
Anna Jones CLA	

<b>Job Location</b>	
Roxborough Village Metropolitan District	
<b>Accounting Information</b>	
Job #	19-10-305
AR Cust	ROXBDIST

*Description of Services to be Performed*

	Qty	Rate	Total
Irrigation Tech Labor (Hours)	80.00	\$65.00	\$5,200.00
Irrigation Helper (Hours)	80.00	\$51.00	\$4,080.00
Materials	1.00		\$75,000.00
<b>1 Irrigation Repairs as follows:</b>			
Weather Trac Opti-flow XR Controller system cloud based communication this is a start for the field controllers to central control to pump station			

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

**Client's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_ **Total** **\$84,280.00**

**Irrigation Repair Proposal****9/10/2020**Total: **\$84,280.00****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 Landscaping 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 eMetcotra costs will be eMetcoecuted only upon written confirmation, and will become an eMetcotra 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 eMetcotend 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 Landscaping 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 Landscaping 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 eMetcoception 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 Landscaping 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 remainder of the original guarantee period.

**TERMS OF PAYMENT/SUSPENSION OF WORK**

A non-refundable deposit of 30% of the contract price is required upon acceptance of a landscape enhancement contract. 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.

**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 Landscaping 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**

The Metco Landscaping Company may take photographs of the property for use in promotional advertising, training, and educational classes unless the Owner communicates in writing that this is not acceptable.

#### SIGNAGE

By signing this contract you, the Owner, are granting Metco Landscaping 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 Landscaping 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 Landscaping, prior to any machine excavation. However, Metco Landscaping 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 Landscaping 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 Landscaping 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, eMetcocept those caused by the negligence of Metco Landscaping.

# WeatherTRAK<sup>®</sup> OptiFlow<sup>®</sup> XR

## Advanced Flow Made Easy

WeatherTRAK OptiFlow XR delivers advanced flow management across an entire site in a visual and easy-to-use interface. By enabling controllers to share information in the cloud, OptiFlow XR optimizes how, when and where watering takes place within your water windows.



Hundreds of controllers can share information and receive daily instructions about irrigation. Your site's maximum water flow potential is calculated to keep things running as close to your site's hydraulic capacity as possible. Define your water windows, pipe thresholds, and learn station flow, then let OptiFlow XR handle the schedules.



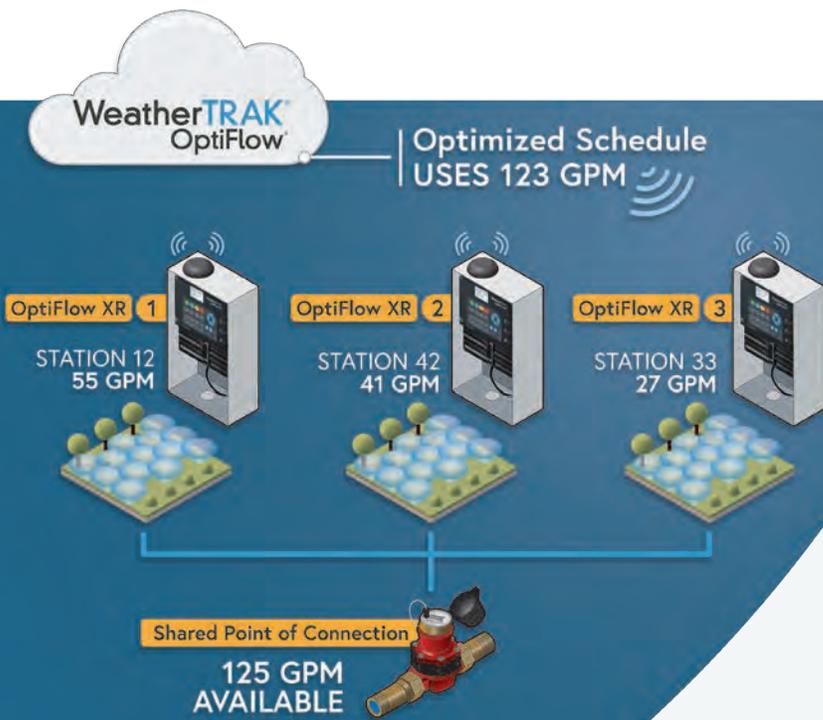
Sites with complex hydraulics are now easier to manage than ever



Reduce irrigation times to meet water windows or site demands



The extended resolution capability provides minute-level flow data for accurate reporting



## MAXIMIZE WATER WINDOWS

Imagine a scenario where you have multiple controllers that share a single mainline from a single point of connection. Each controller has its own water windows and programming requirements.

Instead of forcing you to figure out the schedule for hundreds of stations across multiple controllers, OptiFlow does the work for you. Once the OptiFlow XR controllers are joined together as a flow group, they operate as a single system, sharing flow data and coordinating schedules for optimal efficiency.





# KEY FEATURES



## Overview

- 12 to 96 stations - with backlit display and touch interface
- Six station modularity
- Ten-year warranty
- Worry-free Wireless Warranty™ covers cellular technology upgrades

## Programming Features

- Eight simultaneous programs with five program modes and two start times
- Program all settings at controller, or remotely
- Independent station programming (72 cycles/station) with automated cycle and soak
- User-defined water days and water windows per program to comply with agency regulations
- Built-in WeatherTRAK Scheduling Engine optimizes by plant, soil, sprinkler, sun exposure, and slope data
- Automated daily runtime adjustments using site-specific ET Everywhere weather data
- Percent adjust to enable fine-tuning by station
- Automated skip days based on zone-specific soil moisture depletion
- Runtime rationing protects plant health under constricted water windows
- Stacked station manual watering from 1-99 minutes

## Integrated Flow Features

- Mainline/catastrophic break detection and shutdown
- Real-time station-specific flow monitoring and control
- Local and remote station-learned flow
- Fault detection, diagnostics, and alerts
- Supports up to four flow sensor inputs and master valve outputs
- Supports normally open or normally closed master valves
- Customizable flow alert thresholds
- Upgradable to OptiFlow® for advanced flow management and multi-controller automatic scheduling
- Supports Data Industrial®, CST, Netafim™ flow sensors and custom "K and offset" values
- Compatible with WeatherTRAK FlowLink®, Flow3, and FlowHD (both iron and plastic)

## Hardware Features

- Integrated flow sensor support included
- Dedicated master valve and pump start
- Commercial-grade screw-less wire terminals
- Built-in amp meter for fault protection and diagnostics
- Cellular radio and first year of WeatherTRAK Central service included
- LTE cellular communication for the best coverage and performance
- 32-pin connector for hardware remote like the TRC Commander and Irritrol® ProMax™
- New features and firmware pushed over-the-air using WeatherTRAK Cloud Update
- Share one rain sensor across multiple controllers with RainShare™
- Robust built-in surge protection integrated directly into the controller

**Input Power** 120 VAC +/- 10%, (60 Hz) or 220 VAC +/- 10%, (60 Hz)

**Output Power** 24 VAC (60 Hz)

- 1.0 Amp (1000mA) max per station output including a pump start
- 1.0 Amp (1000mA) max per master valve output
- 3.0 Amps (80 VA) total load

Up to 17 terminal outputs energized simultaneously (8 stations, 1 manual, 4 pump starts, 4 master valves).

**Consumptive Power** Idle State: 2.5 Watts  
Maximum Power Requirements for Irrigation State: 70 Watts

**Certifications** EPA WaterSense® Approved, FCC Certified, UL Listed, 100% SWAT-tested



**Enclosure Options** Wall Mount Enclosures

- 16 gauge wall mount enclosure available in stainless and powder coated finishes
- Key-hole mounting for wall mount enclosures makes it easy to install
- Easily adapts to a small 14 gauge pedestal, also available in two different finishes

VIT Strong Box Stainless Steel  
Pedestal Enclosures  
Retrofit Chassis for Existing Enclosures  
All come with key lock entry  
NEMA-3R weather-resistant

## Advanced Flow & Control:

- Panel lock with pin code for security
- Up to 30 controllers can share a point of connection on a mainline
- Dynamic scheduling and optimization of hundreds of thousands of stations across a water source.
- Optimize hundreds of mainlines and hundreds of thousands of stations across a water source
- Minute level flow resolution stored in the cloud
- Newly Optimized schedules sent to the controller each day based on the latest ET Weather
- Set Catastrophic leak thresholds
- Access via desktop, tablet, and mobile with WeatherTRAK Central and WeatherTRAK Mobile

STATION COUNT	POINTS OF CONNECTION SUPPORT
12 - 36	1 standard
36 - 48	2 (requires flow key)
72	3 standard
96	4 standard

visit us: [hydropoint.com](http://hydropoint.com)

