SKY RANCH COMMUNITY AUTHORITY BOARD
("CAB")

370 Interlocken Boulevard, Suite 500
Broomfield, Colorado 80021
Tel: 303-466-8822
Fax: 303-466-9797
https://SkyRanch.colorado.gov

NOTICE OF SPECIAL MEETING AND AGENDA

DATE: October 8, 2021

TIME: 8:30 a.m.

LOCATION: Pure Cycle Corporation
34501 E. Quincy Avenue, Building 34
Watkins, CO 80137

CERTAIN BOARD MEMBERS AND CONSULTANTS OF THE CAB MAY ATTEND THIS MEETING IN PERSON AT THE ABOVE-REFERENCED LOCATION. HOWEVER, DUE TO THE ON-GOING CONCERNS REGARDING THE SPREAD OF THE CORONAVIRUS (COVID-19) AND THE BENEFITS TO THE CONTROL OF THE SPREAD OF THE VIRUS BY LIMITING IN-PERSON CONTACT, CERTAIN OTHER BOARD MEMBERS AND CONSULTANTS OF THE CAB MAY ATTEND THIS MEETING VIA TELECONFERENCE, OR WEB-ENABLED VIDEO CONFERENCE. MEMBERS OF THE PUBLIC WHO WISH TO ATTEND THIS MEETING MAY CHOOSE TO ATTEND VIA TELECONFERENCE OR WEB-ENABLED VIDEO CONFERENCE USING THE INFORMATION BELOW.

ACCESS: You can attend the meeting in any of the following ways:

1. To attend via Microsoft Teams video-conference use the below link:

   https://teams.microsoft.com/l/meetup-join/19%3ameeting_MjJhMDdlMGUtNDQ5OC00MDRmLTlhOTMtNDU4MDNmMjA2YTA2%40thread.v2/0?context=%7b%22Tid%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22Oid%22%3a%2216b1c71c-d483-4feb-8929-2d72ea1cdf59%22%7d

2. To attend via telephone, dial **720-547-5281** and enter the following additional information:

   Phone Conference ID: **321 517 589#**

Board of Directors	Office	Term Expires
Mark Harding	President (representing MD 5)	May, 2023
Joe Knopinski	Vice President (representing MD 5)	May, 2022
Kevin McNeill	Treasurer (representing MD 5)	May, 2023/2022
Scott Lehman	Secretary (representing MD 1)	May, 2023
Dirk Lashnits	Assistant Secretary (representing MD 3)	May, 2022

I. ADMINISTRATIVE MATTERS

A. Present Disclosures of Potential Conflicts of Interest.

B. Confirm quorum, location of the meeting and posting of meeting notices. Approve Agenda.

C. Public Comment.

Members of the public may express their views to the Board on matters that affect the CAB that are otherwise not on the agenda. Comments will be limited to three (3) minutes per person.

II. CONSENT AGENDA

A. Approve Minutes from the September 10, 2021 Special Meeting (enclosure).

III. FINANCIAL MATTERS

A. Review and accept the schedule of cash position, accounts receivable summaries, tax schedules, and developer advance schedule through June 30, 2021, updated as of September 27, 2021 (enclosure).

B. Consider approval of payables through October 1, 2021 in the amount of $1,501,336.64 (enclosure).

C. Review and discuss the need for a 2021 Budget amendment ***(First Reading)*** (to be distributed).

D. Review and discuss the 2022 Draft Budget ***(First Reading)*** (to be distributed).

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IV. CONSTRUCTION MATTERS

A. Project Manager's Report (enclosure).

B. Engineer's Report (enclosure).

C. Rescind Approval of Task Order No. 11 to the Master Services Agreement ("MSA") with Westwood Professional Services, Inc. d/b/a CVL Consultants of Colorado, a Westwood Team, for School Site Engineering in the Amount of $44,200.

D. Review and consider approval of proposal from Studio Lightning LLC ("Studio Lightning") for exterior lighting design and photometric services. Review and consider approval of Master Service Agreement between the CAB and Studio Lightning for same, and Task Order No. 1, in the amount of $3,900 (enclosures – proposal, Master Service Agreement, and Task Order No. 1).

E. Review and consider approval of Task Order No. 4 to the MSA with KT Engineering for as -built flat storm and sewer in the amount of $6,720.

F. Review and consider approval of Task Order No. 6 to the MSA with Independent District Engineering Services ("IDES") for engineering services related to Filing 1 in the amount of $50,000.

G. Review and consider approval of Task Order No. 2 to the MSA with IDES for engineering services related to Filing 4 in the amount of $50,000.

H. Phase I (Filing Nos. 1, 2 and 3) Construction Matters:

1. **Drainage and Utilities:** None.

2. **Roadway Improvements:** None.

3. **Grading/Earthwork:** None.

4. **Landscape Improvements:**

Phase 1 None.

Phase 2 None.

Phase 3 — Review and Consider Approval of Change Order No. 16 to the Landscape Improvements Contract with Environmental Designs, Inc. ("EDI") for completing punch-list items, in the amount of $48,829.77.

I. Phase II (Filing No. 4) Construction Matters:

1. Grading/Earthwork: Review and consider approval of Change Order No. 5 to the Bemas Construction, Inc. Grading Contract, for regrading and installation of new material for the water tank access road, in the amount of $92,568.00.

2. Drainage and Utilities: Review and consider approval of Change Order No. 1 to the Construction Contract with Nelson Pipeline Constructors, LLC for Phase II, Filing No. 4 Utilities, for raising existing water line and redesigning water and irrigation connections, in the amount of $54,392.73.

Review and consider approval of Pay Application No. 4 to the Construction Contract with Nelson Pipeline Constructors, LLC for Phase II, Filing No. 4 Utilities, in the amount of $1,388,544.44.

3. Erosion Control — None.

4. Roadway Improvements:

Paving/Asphalt — Review and consider approval of Change Order No. 1 to the Construction Contract with Martin Marietta Materials, Inc. for Filing 4 Roadways, for adjustments due to final pavement design, in the amount of $60,795.60.

Concrete/Striping/Signage — None.

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V. LEGAL MATTERS

A. Update from the fee committee regarding the potential fee structure for the alleyway products within the boundaries of Sky Ranch Metropolitan District No. 3.

B. Executive Session (if necessary).

C. Other.

VI. COMMUNITY MANAGEMENT / COVENANT CONTROL / OPERATIONS

A. Review and consider approval of snow removal proposal from BrightView Landscape Services, Inc. ("BrightView") for 2021/2022 services. Review and consider approval of Service Agreement between the CAB and BrightView for same (enclosures – proposal and Service Agreement).

B. Community Manager's Update (enclosure).

C. Sky Ranch Citizens Advisory Committee ("CAC") Matters:

1. Present CAC recommendations to the CAB Board.

2. Discuss and consider recommendations from the CAC.

VII. OTHER BUSINESS

A. Confirm quorum for November 12, 2021 Board meeting ***(Second and Final Reading – 2022 Budget)***.

VIII. ADJOURNMENT

Informational Enclosure:
Monthly summary of website usage (enclosure).

THE NEXT MEETING IS SCHEDULED FOR NOVEMBER 12, 2021.

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RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE SKY RANCH COMMUNITY AUTHORITY BOARD ("CAB") HELD SEPTEMBER 10, 2021

A special meeting of the Board of Directors (referred to hereafter as the "Board") of the CAB was convened on Friday, the 10th day of September 2021, at 8:30 a.m. at Pure Cycle Corporation, 34501 E. Quincy Ave., Bldg. 34, Watkins, CO 80137. Due to concerns regarding the spread of the coronavirus (COVID-19) and the benefits to control the spread of the virus by limiting in-person contact, this CAB Board meeting was also held virtually via Microsoft Teams and by conference call. The meeting was open to the public.

Directors in Attendance Were:
Mark Harding, President
Joe Knopinski, Vice President
Kevin McNeill, Treasurer
Scott Lehman, Secretary
Dirk Lashnits, Assistant Secretary

Also in Attendance Were:
Lisa Johnson, Cathee Sutton, and Celeste Terrell; CliftonLarsonAllen LLP ("CLA")
Suzanne Meintzer, Esq.; McGeady Becher P.C.
Barrett Marrocco; Independent District Engineering Services, LLC ("IDES")
Rick Dinkel and Cyrena Finnegan; Pure Cycle Corporation

Members of the Public:
Ryan Funk and Jennifer Mahaffey

ADMINISTRATIVE MATTERS

Disclosure of Potential Conflicts of Interest: The Board discussed the requirements pursuant to the Colorado Revised Statutes to disclose any potential conflicts of interest or potential breaches of fiduciary duty to the Board of Directors and to the Secretary of State. Attorney Meintzer requested members of the Board to disclose any potential conflicts of interest regarding any matters scheduled for discussion at this meeting and incorporated for the record those applicable disclosures made by the Board members prior to this meeting in accordance with the statute. Attorney Meintzer noted that all Directors' Disclosure Statements were filed. No additional conflicts were disclosed at the meeting.

Quorum, Location of Meeting, Posting of Meeting Notice and Agenda: Ms. Johnson confirmed the presence of a quorum. The Board reviewed a proposed agenda for the CAB's special meeting.

RECORD OF PROCEEDINGS

Following discussion, upon a motion duly made by Director McNeill, seconded by Director Lashnits and, upon vote, unanimously carried, the Board approved the agenda as presented.

The Board discussed the requirements of Section 32-1-903(1), C.R.S., concerning the location of the CAB's Board meeting.

Upon a motion duly made by Director McNeill, seconded by Director Lashnits and, upon vote, unanimously carried, the Board determined that certain Board members and consultants of the CAB would attend this meeting in person at the above-referenced location. However, certain other Board members and consultants of the CAB would attend this meeting via video conference or teleconference. The Board further noted that the notice of the time, date, location, and video conference/teleconference information for the meeting was duly posted and that no objections to the means of hosting the meeting were received from taxpaying electors.

Public Comment: Mr. Funk addressed the Board. He inquired about lighting near the mailboxes and if any lighting is planned to be installed. Director Lehman responded that the CAB is working on lighting plans and is hopeful they will be installed within a month or so.

CONSENT AGENDA

The Board considered the following items under the Consent Agenda:

- **Approve Minutes from the August 13, 2021 Special Meeting**

- **Ratify Approval of Phase II, Filing No. 4, Pay Application No. 2 to the Construction Contract with Nelson Pipeline Constructors, LLC in the Amount of $761,870.55:**

Following discussion, upon a motion duly made by Director Knopinski, seconded by Director McNeill and, upon vote, unanimously carried, the Board approved the Consent Agenda items, as listed.

FINANCIAL MATTERS

Schedule of Cash Position, Accounts Receivable Summaries, Tax Schedules, and Developer Advance Schedule through June 30, 2021, Updated as of September 1, 2021: Ms. Sutton presented the Schedule of Cash Position, accounts receivable summaries, tax schedules, and developer advance schedule through June 30, 2021, updated as of September 1, 2021.

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RECORD OF PROCEEDINGS

Following review and discussion, upon a motion duly made by Director Knopinski, seconded by Director McNeill and, upon vote, unanimously carried, the Board accepted the Schedule of Cash Position, accounts receivable summaries, tax schedules, and developer advance schedule through June 30, 2021, updated as of September 1, 2021.

Payment of Claims: Ms. Johnson reviewed the payment of claims in the amount of $868,392.31 for approval. Following discussion, upon a motion duly made by Director McNeill, seconded by Director Lashnits and, upon vote, unanimously carried, the Board ratified approval of the payment of claims in the amount of $868,392.31.

CONSTRUCTION MATTERS

Project Manager's Report: Director Lashnits presented the Project Manager's Report to the Board.

Task Order No. 2 to the Master Services Agreement ("MSA") with MPi Designs for Pond and Future Recreation Center Temporary Irrigation Design in the Amount of $2,090: Following discussion, upon a motion duly made by Director Knopinski, seconded by Director McNeill and, upon vote, unanimously carried, the Board approved Task Order No. 2 to the MSA with MPi Designs for pond and future recreation center temporary irrigation design in the amount of $2,090.

Engineers Report: Mr. Marrocco presented the Engineer's Report to the Board.

PHASE 1 (FILING NOS. 1, 2 AND 3) CONSTRUCTION MATTERS:

Drainage and Utilities: None.

Roadway Improvements: None.

Grading/Earthwork: None.

Landscape Improvements:

Phase 1: None.

Phase 2: None.

Phase 3: None.

PHASE 2 (FILING NO. 4) CONSTRUCTION MATTERS:

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RECORD OF PROCEEDINGS

Grading/Earthwork: None.

Drainage and Utilities:

Pay Application No. 2 to the Construction Contract with Nelson Pipeline Constructors, LLC, in the Amount of $761,870.55: This item was approved as part of the Consent Agenda.

Pay Application No.3 to the Construction Contract with Nelson Pipeline Constructors, LLC, in the Amount of $1,318,287.45: Following discussion, upon a motion duly made by Director Knopinski, seconded by Director Lashnits and, upon vote, unanimously carried, the Board approved Pay Application No. 3 with Nelson Pipeline Constructors, LLC, in the amount of $1,318,287.45.

Erosion Control: None.

Roadway Improvements:

Construction Contracts:

– Martin Marietta Materials, Inc. for Base Course and Asphalt Pavement: Mr. Marrocco presented the bid analysis for Filing 4 Base Course and Asphalt Paving to the Board and recommended awarding to Martin Marietta Materials, Inc. ("Martin Marietta") as the lowest responsible bidder. Following review and discussion, upon a motion duly made by Director Knopinski, seconded by Director Harding and, upon vote, unanimously carried, the Board awarded the Filing 4 Base Course and Asphalt Paving to Martin Marietta, and authorized execution of the Notice of Award, subject to final review by legal counsel. A copy of the paving bid analysis report is attached hereto and incorporated herein by this reference.

– Premier Earthworks & Infrastructure, Inc. for Concrete Work, and Authorize Execution of the Notice of Awards: Mr. Marrocco presented the bid analysis for Filing 4 Concrete Work to the Board and recommended awarding to Premier Earthworks & Infrastructure ("PEI") as the lowest responsible bidder. Following review and discussion, upon a motion duly made by Director Knopinski, seconded by Director McNeill and, upon vote, unanimously carried, the Board awarded the Filing 4 Concrete Work to PEI, and authorized execution of the Notice of Award, subject to final review by legal counsel. A copy of the

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RECORD OF PROCEEDINGS

concrete bid analysis report is attached hereto and incorporated herein by this reference.

LEGAL MATTERS

Potential Fee Structure for the Alleyway Products within the Boundaries of Sky Ranch Metropolitan District No. 3: Ms. Johnson provided an update from the Fee Committee and noted that work is in progress. No further action was taken.

Executive Session: The Board determined that an Executive Session was not necessary.

COMMUNITY MANAGEMENT / COVENANT CONTROL/ OPERATIONS

Community Manager's Report: Ms. Terrell reviewed her Community Manager's Report with the Board.

Sky Ranch Citizens Advisory Committee Matters ("CAC"): None.

Recommendations from the CAC: None.

OTHER BUSINESS

Confirm Quorum for October 8, 2021 Board Meeting and First Reading Related to 2022 Budget: The Board confirmed a quorum for the October 8, 2021 Board meeting.

Date for Public Hearing on 2022 Budget and Second Reading – November 12, 2021: The Board set the Second Hearing on the 2022 Budget for November 12, 2021.

ADJOURNMENT

There being no further business to come before the Board at this time, following a motion duly made by Director McNeill, seconded by Director Harding and, upon vote, unanimously carried, the Board adjourned the meeting at 9:48 a.m.

Respectfully submitted,

By: _____
Secretary for the Meeting

SKY RANCH COMMUNITY AUTHORITY BOARD
Schedule of Cash Position
June 30, 2021
Updated as of September 27, 2021

	General Fund	O&M Fee Fund	Debt Service Fund	Capital Projects Fund	Regional Improvements Fund	Total
Central Bank & Trust - Checking Account						
Balance as of 06/30/21	195,043.91	200,491.62	-	71,470.16	29,012.19	496,017.88
Subsequent activities:						
07/09/21 - Tax Distribution - Sky Ranch MD #1	17,170.25	-	85,855.14	-	-	103,025.39
07/09/21 - Tax Distribution - Sky Ranch MD #5	33,180.47	-	-	-	28,012.64	61,193.11
07/09/21 - Checks 1177-1187	(2,700.00)	(23,791.38)	(85,855.14)	(380,952.34)	-	(493,298.86)
07/13/21 - CTL Payment	-	-	-	(994.00)	-	(994.00)
07/13/21 - CLA Payment	(11,752.22)	(5,392.45)	-	-	-	(17,144.67)
07/13/21 - McGeady Becher Payment	(9,800.50)	-	-	(1,820.00)	-	(11,620.50)
07/13/21 - BrightView Payment	-	(7,276.00)	-	-	-	(7,276.00)
07/13/21 - AFS Payment	-	-	-	(7,570.25)	-	(7,570.25)
07/15/21 - Checks 1188	-	(150.00)	-	-	-	(150.00)
07/19/21 - Checks 1189	-	-	-	(7,080.00)	-	(7,080.00)
07/20/21 - Fees for Online Payment	-	(25.88)	-	-	-	(25.88)
07/21/21 - Developer Advance	-	-	-	391,336.59	-	391,336.59
July PIF Deposits	6,986.35	-	-	-	-	6,986.35
July O&M Fee Deposits	-	40,407.05	-	-	-	40,407.05
08/09/21 - Tax Distribution - Sky Ranch MD #1	438.56	-	2,192.98	-	-	2,631.54
08/09/21 - Tax Distribution - Sky Ranch MD #5	423.20	-	-	-	357.29	780.49
08/12/21 - Checks 1190-1203	(35,364.05)	(2,884.83)	(2,192.97)	(632,503.97)	-	(672,945.82)
08/17/21 - BrightView Payment	-	(8,569.01)	-	-	-	(8,569.01)
08/18/21 - Developer Advance	-	-	-	631,189.47	-	631,189.47
08/19/21 - Fees for Online Payment	-	(207.90)	-	-	-	(207.90)
August PIF Deposits	4,776.46	-	-	-	-	4,776.46
August O&M Fee Deposits	-	37,137.99	-	-	-	37,137.99
09/10/21 - Tax Distribution - Sky Ranch MD #1	497.67	-	2,488.54	-	-	2,986.21
09/10/21 - Tax Distribution - Sky Ranch MD #5	379.98	-	-	-	320.80	700.78
08/12/21 - Checks 1204-12011	(1,000.00)	(137.58)	(2,488.52)	(788,859.90)	-	(792,486.00)
09/15/21 - Developer Advance	-	-	-	788,399.30	-	788,399.30
09/16/21 - ACH Payments	(20,877.06)	(23,560.50)	-	(25,665.25)	-	(70,102.81)
09/23/21 - Fees for Online Payment	-	(625.36)	-	-	-	(625.36)
September PIF Deposits	6,137.33	-	-	-	-	6,137.33
September O&M Fee Deposits	-	15,532.80	-	-	-	15,532.80
Anticipated balance	183,540.35	220,948.57	0.03	36,949.81	57,702.92	499,141.68
UMB - 2019A Revenue Fund						
Balance as of 06/30/21	-	-	240,991.29	-	-	240,991.29
Subsequent activities:						
07/16/21 - Transfer from CBT Checking	-	-	85,855.14	-		85,855.14
07/31/21 - Interest Income	-	-	2.10	-		2.10
08/17/21 - Transfer from CBT Checking	-	-	2,192.97	-		2,192.97
08/31/21 - Interest Income	-	-	1.60	-		1.60
Anticipated balance	-	-	329,043.10	-	-	329,043.10
UMB - 2019A Bond Fund						
Balance as of 06/30/21	-	-	584,968.31	-	-	584,968.31
Subsequent activities:						
07/31/21 - Interest Income	-	-	9.61	-		9.61
08/31/21 - Interest Income	-	-	2.56	-		2.56
Anticipated balance	-	-	584,980.48	-	-	584,980.48
UMB - 2019A Reserve Fund						
Balance as of 06/30/21	-	-	915,133.90	-	-	915,133.90
Subsequent activities:						
07/31/21 - Interest Income	-	-	11.48	-		11.48
08/31/21 - Interest Income	-	-	4.16	-		4.16
Anticipated balance	-	-	915,149.54	-	-	915,149.54
UMB - 2019A Surplus Fund						
Balance as of 06/30/21	-	-	217,581.76	-	-	217,581.76
Subsequent activities:						
07/31/21 - Interest Income	-	-	2.66	-		2.66
08/31/21 - Interest Income	-	-	0.96	-		0.96
Anticipated balance	-	-	217,585.38	-	-	217,585.38
UMB - 2019A Project Fund						
Balance as of 06/30/21	-	-	-	4,624.42	-	4,624.42
Subsequent activities:						
None	-	-	-	-	-	-
Anticipated balance	-	-	-	4,624.42	-	4,624.42
UMB - 2019B Project Fund						
Balance as of 06/30/21	-	-	-	749.34	-	749.34
Subsequent activities:						
None	-	-	-	-	-	-
Anticipated balance	-	-	-	749.34	-	749.34
Anticipated balance	$ 183,540.35	$ 220,948.57	$ 2,046,758.53	$ 42,323.57	$ 57,702.92	$ 2,551,273.94

Current Yield (as of 08/31/21)
UMB invested in ColoTrust Prime - 0.01%

Sky Ranch Metropolitan District No. 1
Property Taxes Reconciliation
2021

	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	$ -	$ -	$ 2,417.93	$ -	$ -	$ 2,417.93	0.00%	0.00%	$ 3,547.07	0.79%	0.79%
February	104,054.40	-	1,797.58	-	(1,560.82)	104,291.16	27.15%	27.15%	22,464.43	8.20%	8.99%
March	24,322.64	-	2,558.45	-	(364.84)	26,516.25	6.35%	33.50%	8,704.21	2.87%	11.86%
April	12,174.43	-	2,154.74	-	(182.62)	14,146.55	3.18%	36.68%	131,124.10	51.19%	63.05%
May	139,250.27	-	1,952.81	15.72	(2,088.99)	139,129.81	36.34%	73.01%	46,273.06	17.69%	80.73%
June	102,294.81	-	2,229.52	36.02	(1,534.96)	103,025.39	26.69%	99.71%	50,682.26	19.27%	100.00%
July	265.28	-	2,357.17	13.27	(4.18)	2,631.54	0.07%	99.78%	1,984.41	0.00%	100.00%
August	857.30	-	2,116.44	25.72	(13.25)	2,986.21	0.22%	100.00%	1,515.46	0.00%	100.00%
September	-	-	-	-	-	-	0.00%	100.00%	1,772.18	0.00%	100.00%
October	-	-	-	-	-	-	0.00%	100.00%	1,876.83	0.00%	100.00%
November	-	-	-	-	-	-	0.00%	100.00%	1,418.39	0.00%	100.00%
December	-	-	-	-		-	0.00%	100.00%	1,263.22	0.00%	100.00%
	$ 383,219.13	$ -	$ 17,584.64	$ 90.73	$ (5,749.66)	$ 395,144.84	100.00%	100.00%	$ 272,625.62	100.00%	100.00%

	Taxes Levied	% of Levied	Property Taxes Collected	% Collected to Amount Levied
Property Tax				
General Fund	$ 63,866.00	16.67%	$ 63,866.02	100.00%
Debt Service Fund	319,353.00	83.33%	319,353.11	100.00%
	$ 383,219.00	100.00%	$ 383,219.13	100.00%
Specific Ownership Tax				
General Fund	$ 4,471.00	16.67%	$ 2,930.59	65.55%
Debt Service Fund	22,355.00	83.33%	14,654.05	65.55%
	$ 26,826.00	100.00%	$ 17,584.64	65.55%
Treasurer's Fees				
General Fund	$ 958.00	16.67%	$ 958.22	100.02%
Debt Service Fund	4,790.00	83.33%	4,791.44	100.03%
	$ 5,748.00	100.00%	$ 5,749.66	100.03%

Sky Ranch Metropolitan District No. 5
Property Taxes Reconciliation
2021

	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	$ -	$ -	$ 800.61	$ -	$ -	$ 800.61	0.00%	0.00%	$ 980.95	0.00%	0.00%
February	3,566.51	-	595.20	-	(53.50)	4,108.21	2.81%	2.81%	1,025.40	0.00%	0.00%
March	57,809.03	-	847.14	-	(867.14)	57,789.03	45.56%	48.37%	160,334.95	98.20%	98.20%
April	4,138.52	-	713.47	-	(62.08)	4,789.91	3.26%	51.63%	3,525.05	1.80%	100.00%
May	-	-	646.60	-	-	646.60	0.00%	51.63%	823.38	0.00%	100.00%
June	61,375.52	-	738.22	-	(920.63)	61,193.11	48.37%	100.00%	1,071.30	0.00%	100.00%
July	-	-	780.49	-	-	780.49	0.00%	100.00%	1,266.79	0.00%	100.00%
August	-	-	700.78	-	-	700.78	0.00%	100.00%	967.42	0.00%	100.00%
September	-	-	-	-	-	-	0.00%	100.00%	1,131.31	0.00%	100.00%
October	-	-	-	-	-	-	0.00%	100.00%	1,198.12	0.00%	100.00%
November	-	-	-	-	-	-	0.00%	100.00%	905.46	0.00%	100.00%
December	-	-	-	-		-	0.00%	100.00%	806.40	0.00%	100.00%
	$ 126,889.58	$ -	$ 5,822.51	$ -	$ (1,903.35)	$ 130,808.74	100.00%	100.00%	$ 174,036.53	100.00%	100.00%

	Taxes Levied	% of Levied	Property Taxes Collected	% Collected to Amount Levied
Property Tax				
General Fund	$ 68,803.00	54.22%	$ 68,802.77	100.00%
Regional Improvements	58,087.00	45.78%	58,086.81	100.00%
	$ 126,890.00	100.00%	$ 126,889.58	100.00%
Specific Ownership Tax				
General Fund	$ 4,816.00	54.22%	$ 3,157.11	65.55%
Regional Improvements	4,066.00	45.78%	2,665.40	65.55%
	$ 8,882.00	100.00%	$ 5,822.51	65.55%
Treasurer's Fees				
General Fund	$ 1,032.00	54.22%	$ 1,032.05	100.00%
Regional Improvements	871.00	45.78%	871.31	100.04%
	$ 1,903.00	100.00%	$ 1,903.35	100.02%

Sky Ranch Community Authority Board
Developer Advance Summary
September 30, 2021

Typle of Advance	Principal Balance	Accrued Interest	Total Outstanding Developer Advances
Project Management Fee	$ 1,369,322.38	$ 197,706.62	$ 1,567,029.00
BMPs & Erosion Control/Inspection Services	599,302.10	107,077.32	706,379.42
Advances to CAB for Capital Projects	21,878,923.72	1,516,583.16	23,395,506.88
Total Advances Due	$ 23,847,548.20	$ 1,821,367.10	$ 25,668,915.30

Sky Ranch Community Authority Board
Developer Advance - Project Management
September 30, 2021

Date	Developer Advances	Interest Accrued	Repay Developer Advances Principal	Repay Developer Advances Interest	Outstanding balance
Beginning Balance as of 12/31/20	**$ 1,369,322.38**	**$ 136,087.11**	**$ -**	**$ -**	**$ 1,505,409.49**
Accrued Interest	-	61,619.51	-	-	1,567,029.00
Total 2021 Advances (Repayments)	-	61,619.51	-	-	
Outstanding Balance as of 09/30/21 (Net of Repayments)	$ 1,369,322.38	$ 197,706.62			$ 1,567,029.00

Sky Ranch Community Authority Board
Developer Advance - BMP & Inspection Services
September 30, 2021

Date	Developer Advances	Interest Accrued	Repay Developer Advances Principal	Repay Developer Advances Interest	Outstanding balance
Beginning Balance as of 12/31/20	**$ 599,302.10**	**$ 80,108.73**	**$ -**	**$ -**	**$ 679,410.83**
Accrued Interest	-	26,968.59	-	-	706,379.42
Total 2021 Advances (Repayments)	-	26,968.59	-	-	
Outstanding Balance as of 09/30/21 (Net of Repayments)	$ 599,302.10	$ 107,077.32			$ 706,379.42

Sky Ranch Community Authority Board
Developer Advance - Capital Projects
September 30, 2021

Date	Developer Advances	Interest Accrued	Repay Developer Advances Principal	Repay Developer Advances Interest	Outstanding balance
Beginning Balance as of 12/31/20	**$18,316,642.86**	**$ 1,035,029.44**	**$ -**	**$ -**	**$ 19,351,672.30**
01/12/2021	452,473.47	-	-	-	19,804,145.77
01/25/2021	-	-	-	(400,000.00)	19,404,145.77
02/17/2021	233,313.55	-	-	-	19,637,459.32
03/16/2021	183,568.60	-	-	-	19,821,027.92
04/28/2021	69,446.58	-	-	-	19,890,474.50
05/13/2021	250.00	-	-	-	19,890,724.50
05/28/2021	316,035.89	-	-	-	20,206,760.39
06/22/2021	483,881.16	-	-	-	20,690,641.55
06/29/2021	12,386.25	-	-	-	20,703,027.80
07/21/2021	391,336.59	-	-	-	21,094,364.39
08/18/2021	631,189.47	-	-	-	21,725,553.86
09/15/2021	788,399.30	-	-	-	22,513,953.16
Accrued Interest	-	881,553.72	-	-	23,395,506.88
Total 2021 Advances (Repayments)	3,562,280.86	881,553.72	-	(400,000.00)	
Outstanding Balance as of 09/30/21 (Net of Repayments)	$21,878,923.72	$ 1,516,583.16			$ 23,395,506.88

Sky Ranch Community Authority Board
Accounts Receivables Summary
September 27, 2021

	Fees Billed YTD	Outstanding AR
O&M Fees		
KB Homes	12,110.91	-
Richmond	28,088.67	-
Taylor Morrison	22,577.62	12,315.74
Homeowners	157,432.32	1,944.61
Total O&M	220,209.52	14,260.35
PIF		
KB Homes	23,141.45	11,968.63
Richmond	45,348.17	-
Taylor Morrison	55,279.12	(5,646.85)
Total PIF	123,768.74	6,321.78

PIF information on this page provided by the Developer.

Sky Ranch Community Authority Board
Accounts Receivables - O&M Fees
September 27, 2021

Billing Category/Builder		January	February	March	April	May	June	July	August	September	October	November	December	Total
O&M Fees - Homebuilders														
KB Homes		66.85	-	7,460.01	-	-	4,584.05	-	-	-	-	-	-	12,110.91
Richmond		-	-	16,120.00	(1,650.00)	-	13,618.67	-	-	-	-	-	-	28,088.67
Taylor Morrison		-	-	12,496.66	-	-	10,080.96	-	-	-	-	-	-	22,577.62
Amount Due		66.85	-	36,076.67	(1,650.00)	-	28,283.68	-	-	-	-	-	-	62,777.20
Payment Received														
KB Homes		-	(13,679.74)	-	-	-	(7,158.60)	-	(4,584.05)	-	-	-	-	(25,422.39)
Richmond		(18,748.35)	-	(93.33)	(16,026.67)	-	-	(11,968.67)	-	-	-	-	-	(46,837.02)
Taylor Morrison		12,315.74	(11,536.45)	-	-	-	-	(12,496.66)	-	(10,080.96)	-	-	-	(21,798.33)
Total Amount Received		(6,432.61)	(25,216.19)	(93.33)	(16,026.67)	-	(7,158.60)	(24,465.33)	(4,584.05)	(10,080.96)	-	-	-	(94,057.74)
O&M Fees AR - Homebuilders (1)	**Balance as of 12/31/2020**													
KB Homes	13,311.48	66.85	(13,679.74)	7,460.01	-	-	(2,574.55)	-	(4,584.05)	-	-	-	-	-
Richmond	18,748.35	(18,748.35)	-	16,026.67	(17,676.67)	-	13,618.67	(11,968.67)	-	-	-	-	-	-
Taylor Morrison	11,536.45	12,315.74	(11,536.45)	12,496.66	-	-	10,080.96	(12,496.66)	-	(10,080.96)	-	-	-	12,315.74
Total O&M Fees AR	43,596.28	(6,365.76)	(25,216.19)	35,983.34	(17,676.67)	-	21,125.08	(24,465.33)	(4,584.05)	(10,080.96)	-	-	-	12,315.74
O&M Fees - Homeowners														
O&M Fees		41,079.97	-	-	48,373.33	-	-	53,524.02	-	-	-	-	-	142,977.32
Transfer Fees		1,700.00	1,800.00	2,600.00	1,300.00	500.00	2,300.00	1,600.00	900.00	-	-	-	-	12,700.00
Late Fee		-	675.00	(45.00)	-	-	-	-	1,125.00	-	-	-	-	1,755.00
Amount Due		42,779.97	2,475.00	2,555.00	49,673.33	500.00	2,300.00	55,124.02	2,025.00	-	-	-	-	157,432.32
Payment Received		(17,287.90)	(25,959.96)	(6,988.64)	(21,819.98)	(21,142.23)	(5,963.90)	(15,941.72)	(32,553.94)	(5,451.84)	-	-	-	(153,110.11)
Total O&M Fees AR - Homeowners	(2,377.60)	25,492.07	(23,484.96)	(4,433.64)	27,853.35	(20,642.23)	(3,663.90)	39,182.30	(30,528.94)	(5,451.84)	-	-	-	1,944.61
Total O&M Fees Billed		42,846.82	2,475.00	38,631.67	48,023.33	500.00	30,583.68	55,124.02	2,025.00	-	-	-	-	220,209.52
Total Payments Received		(23,720.51)	(51,176.15)	(7,081.97)	(37,846.65)	(21,142.23)	(13,122.50)	(40,407.05)	(37,137.99)	(15,532.80)	-	-	-	(247,167.85)
Total Outstanding		19,126.31	(48,701.15)	31,549.70	10,176.68	(20,642.23)	17,461.18	14,716.97	(35,112.99)	(15,532.80)	-	-	-	**(26,958.33)**
													Beginning AR Balance	41,218.68
													Total AR Balance	**14,260.35**

Sky Ranch Community Authority Board
Accounts Receivables - Public Improvement Fees
September 27, 2021

Billing Category/Builder		January	February	March	April	May	June	July	August	September	October	November	December	Total
PIF														
KB Homes		4,018.79	1,066.44	6,487.34	4,646.10	1,179.42	4,580.93	1,162.43	-	-	-	-	-	23,141.45
Richmond		1,087.23	5,184.58	13,711.62	9,588.29	12,584.53	3,191.92	-	-	-	-	-	-	45,348.17
Taylor Morrison		10,395.90	13,352.75	4,776.46	9,116.35	3,794.43	5,161.54	6,137.33	2,544.36	-	-	-	-	55,279.12
Amount Due		15,501.92	19,603.77	24,975.42	23,350.74	17,558.38	12,934.39	7,299.76	2,544.36	-	-	-	-	123,768.74
Payment Received														
KB Homes		(12,896.56)	-	-	(1,066.44)	(10,506.13)	(4,646.10)	-	-	-	-	-	-	(29,115.23)
Richmond		(24,380.54)	(1,087.23)	(5,184.58)	-	(23,299.91)	(12,584.53)	(3,191.92)	-	-	-	-	-	(69,728.71)
Taylor Morrison		(12,315.74)	-	-	(37,512.82)	(11,645.97)	(13,352.75)	(3,794.43)	(4,776.46)	(6,137.33)	-	-	-	(89,535.50)
Total Amount Received		(49,592.84)	(1,087.23)	(5,184.58)	(38,579.26)	(45,452.01)	(30,583.38)	(6,986.35)	(4,776.46)	(6,137.33)	-	-	-	(188,379.44)
PIF AR	**Balance as of 12/31/2020**													
KB Homes	17,942.41	(8,877.77)	1,066.44	6,487.34	3,579.66	(9,326.71)	(65.17)	1,162.43	-	-	-	-	-	11,968.63
Richmond	24,380.54	(23,293.31)	4,097.35	8,527.04	9,588.29	(10,715.38)	(9,392.61)	(3,191.92)	-	-	-	-	-	-
Taylor Morrison	28,609.53	(1,919.84)	13,352.75	4,776.46	(28,396.47)	(7,851.54)	(8,191.21)	2,342.90	(2,232.10)	(6,137.33)	-	-	-	(5,646.85)
Total PIF AR	70,932.48	(34,090.92)	18,516.54	19,790.84	(15,228.52)	(27,893.63)	(17,648.99)	313.41	(2,232.10)	(6,137.33)	-	-	-	6,321.78
Total PIF Billed		15,501.92	19,603.77	24,975.42	23,350.74	17,558.38	12,934.39	7,299.76	2,544.36	-	-	-	-	123,768.74
Total Payments Received		(49,592.84)	(1,087.23)	(5,184.58)	(38,579.26)	(45,452.01)	(30,583.38)	(6,986.35)	(4,776.46)	(6,137.33)	-	-	-	(188,379.44)
Total Outstanding		(34,090.92)	18,516.54	19,790.84	(15,228.52)	(27,893.63)	(17,648.99)	313.41	(2,232.10)	(6,137.33)	-	-	-	**(64,610.70)**
													Beginning AR Balance	70,932.48
													Total AR Balance	**6,321.78**

PIF information on this page is provided by the Developer.

03 - Sky Ranch Community Authority Board
Detailed Payables List
As of Oct01/21

Vendor	Vendor Name	Invoice	Invoice Date	Amount	Category
1185	Aurora Media Group	101194	9/21/2021	$ 60.50	O&M
1275	BrightView Landscape Services	4732815	6/21/2021	163.94	O&M
1275	BrightView Landscape Services	4732818	6/21/2021	143.90	O&M
1275	BrightView Landscape Services	4732819	6/21/2021	195.00	O&M
1275	BrightView Landscape Services	4732821	6/21/2021	431.99	O&M
1275	BrightView Landscape Services	4732826	6/21/2021	405.92	O&M
1275	BrightView Landscape Services	4737011	9/22/2021	165.00	O&M
1275	BrightView Landscape Services	4762824	6/21/2021	487.69	O&M
1275	BrightView Landscape Services	4782925	8/3/2021	239.38	O&M
1275	BrightView Landscape Services	4788038	8/6/2021	67.88	O&M
1275	BrightView Landscape Services	4793611	8/11/2021	101.46	O&M
1275	BrightView Landscape Services	4801815	8/18/2021	394.70	O&M
1275	BrightView Landscape Services	4804290	8/20/2021	484.09	O&M
1275	BrightView Landscape Services	4804291	8/20/2021	430.33	O&M
1275	BrightView Landscape Services	4806969	8/24/2021	472.39	O&M
1275	BrightView Landscape Services	4828805	9/10/2021	326.31	O&M
1275	BrightView Landscape Services	7566306	10/1/2021	7,276.00	O&M
1242	CliftonLarsonAllen LLP	2998054	9/8/2021	507.68	Accounting
1242	CliftonLarsonAllen LLP	2998243	9/9/2021	2,124.48	Accounting
1242	CliftonLarsonAllen LLP	2998264	9/9/2021	6,541.64	Accounting
1242	CliftonLarsonAllen LLP	2998265	9/9/2021	830.03	Accounting
1242	CliftonLarsonAllen LLP	2998266	9/9/2021	379.58	Accounting
1242	CliftonLarsonAllen LLP	3001759	9/27/2021	1,705.46	Accounting
1060	McGeady Becher P.C.	8312021	8/31/2021	16,343.35	Legal
1283	Nelson Pipeline	APP3	8/25/2021	1,318,287.45	Sky Ranch Land Development
1249	Pure Cycle Corporation	APP1	9/30/2021	42,278.80	Sky Ranch Land Development
1249	Pure Cycle Corporation	APP2	9/30/2021	30,257.50	Sky Ranch Land Development
1250	Rangeview Metropolitan District	J000014	8/31/2021	14,688.81	O&M
1250	Rangeview Metropolitan District	J000015	8/31/2021	23,843.85	O&M
1250	Rangeview Metropolitan District	J000016	8/31/2021	25,616.53	O&M
1040	SE Metro Stormwater Authority	3323	2/19/2021	3,802.50	Fees & Permits
1040	SE Metro Stormwater Authority	3325	2/19/2021	2,282.50	Fees & Permits
				$1,501,336.64	

Sky Ranch CAB – Project Manager Board Report
Date: 10/08/21

DESIGN AND CONSTRUCTION

Status Report and Progress Updates

Phase I

- Asset Transfer
- Grading, Utilities and Streets – complete and under acceptance; performing minor repairs and maintenance
- Landscaping – install complete; working on punch list and turnover
- Maintaining SEMSWA and Urban Drainage compliance – performing channel and pond maintenance

Phase II

- GDP and SDP – complete
- ASP/Plat/CDs – staff approved – BOCC approved; processing final approvals
- Grading –Quad 1 complete; Quad 2 underway
- Utilities – Nelson underway
- Streets – contracts in place; coordinating with utilities on start date
- I70 Interchange – 1601 process ongoing; discussing funding options
- School status
- Sub-association and alley maintenance

BUDGET

- Budget review – no changes

CONTRACTS, CHANGE ORDERS AND TASK ORDERS

Phase I

- Environmental Designs, Inc. CO? $48,829.77 – phase 2&3 repairs and reseed

Phase II

- Bemas CO? $92,568.00 – access road realignment
- KT Engineering TO#4 $6,720.00 – as-built flat storm and sewer
- Nelson Pipeline CO? $54,392.73
    - CO1 $49,292.32 – relocate water main due to conflict with existing
    - CO2 $5,100.41 – re-design tie-in at 8th Pl
- Studio Lightning MSA/TO#1 $3,900.00 – lighting engineering

Sky Ranch Filing 1 - CAB Contract Summary

Activity Description	Vendor	Total Contracts	Total Invoices	Total Retainage	Total Reimbursable	% Complete	Remaining to Spend	Management Fee
Landscaping	A-Mac Underground	4,500.00	4,500.00	0.00	4,500.00	100%	0.00	225.00
Fees, Permits and Administration	Arapahoe County	127,100.45	127,100.45	0.00	104,516.31	100%	0.00	0.00
Legal and Title	Butler Snow	425.17	425.17	0.00	0.00	100%	0.00	0.00
Erosion Control	CMS	20,000.00	15,651.25	0.00	12,870.22	78%	4,348.75	782.56
Geotech	CTL Thompson	445,846.50	445,846.50	0.00	366,625.22	100%	0.00	22,292.33
Engineering	CVL Consultants	69,025.91	69,025.91	0.00	56,760.88	100%	0.00	0.00
Landscaping	Environmental Designs	3,604,512.87	3,496,216.95	70,995.64	3,496,216.95	97%	108,295.92	174,810.85
Engineering	ERO Resources Group	580.35	580.35	0.00	477.23	100%	0.00	0.00
Erosion Control	Erosion Controls of CO	70,964.58	70,964.58	0.00	58,355.07	100%	0.00	3,548.23
Erosion Control	Ewing Irrigation & Landscape	1,163.14	1,163.14	0.00	956.46	100%	0.00	58.16
Legal and Title	Hoffman, Parker, etc	8,304.06	8,304.06	0.00	0.00	100%	0.00	0.00
District	IDES	223,137.98	223,137.98	0.00	183,489.18	100%	0.00	0.00
Survey	KT Engineering	551,870.00	533,975.00	0.00	439,094.40	97%	17,895.00	26,698.75
District	McGeady Becher	64,990.80	59,359.80	0.00	48,812.31	91%	5,631.00	0.00
Landscaping	MPI Designs	30,770.00	22,600.00	0.00	22,600.00	73%	8,170.00	1,130.00
Legal and Title	Otis Bedingfield & Peters	235.00	235.00	0.00	0.00	100%	0.00	0.00
Erosion Control	PEI	16,892.56	16,892.56	844.63	13,890.97	100%	0.00	0.00
Grading	PEI	1,584,766.81	1,584,766.81	0.00	824,078.74	100%	0.00	79,010.69
Sanitary Sewer	PEI	2,497,934.50	2,497,934.50	(3,868.07)	2,497,934.50	100%	0.00	78,825.68
Water	PEI	2,413,879.89	2,413,879.89	(897.74)	2,415,195.49	100%	0.00	76,042.07
Storm Sewer	PEI	5,159,331.74	5,159,331.74	5,289.30	5,159,331.74	100%	0.00	175,606.56
Dry Utilities	PEI	196,156.66	196,156.66	(523.49)	0.00	100%	0.00	5,979.95
Concrete	PEI	3,648,101.78	3,648,101.78	(65,040.91)	3,648,101.78	100%	0.00	0.00
Asphalt	PEI	5,159,994.54	5,138,417.65	64,196.28	5,138,417.65	100%	21,576.89	0.00
District	SDMS	57,885.08	57,885.08	0.00	47,599.64	100%	(0.00)	0.00
Fees, Permits and Administration	SEMSWA	32,520.00	32,520.00	0.00	26,741.61	100%	0.00	0.00
District	Sentinel	0.00	0.00	0.00	0.00	0%	0.00	0.00
District	Sentinel	556.57	556.57	0.00	457.67	100%	0.00	0.00
Legal and Title	Spencer Fane	228.00	228.00	0.00	0.00	100%	0.00	0.00
Dry Utilities	Xcel Energy	2,370,226.52	2,370,226.52	0.00	597,189.14	100%	0.00	118,511.33
	Total	**28,357,401.46**	**28,191,483.90**	**70,995.64**	**25,159,713.16**		**165,917.56**	**763,297.15**

Sky Ranch Filing 2 Quad 1 - CAB Contracts Summary

Activity Description	Vendor	Total Contracts	Total Invoices	Total Retainage	Total Reimbursable	% Complete	Remaining to Spend
Planning and Engineering	Aquatech	4,212.00	-	-	-	0%	4,212.00
Fees, Permits and Administration	Arapahoe County	30,510.00	30,510.00	-	25,088.37	100%	-
Grading	Bemas	853,136.88	431,010.43	21,550.52	224,125.42	51%	422,126.45
Fees, Permits and Administration	CDPHE	296.09	296.09	-	243.47	100%	-
Erosion Control	CMS	5,467.50	1,249.63	-	1,027.58	23%	4,217.87
Geotech	Cole Garner	836.50	-	-	-	0%	836.50
Fees, Permits and Administration	Colorado Geological Survey	73.11	73.11	-	60.11	100%	-
Geotech	CTL Thompson	297,987.00	83,196.76	-	68,413.75	28%	214,790.24
Planning and Engineering	CVL Consultants	308,032.20	274,861.00	-	226,018.20	89%	33,171.20
Planning and Engineering	David Evans	1,755.00	-	-	-	0%	1,755.00
Planning and Engineering	ERC	4,289.22	2,129.48	-	1,751.08	50%	2,159.74
Planning and Engineering	ERO	1,620.00	1,956.13	-	1,608.52	121%	(336.13)
District	IDES	13,500.00	10,745.30	-	-	80%	2,754.71
Survey	KT Engineering	287,640.00	12,744.05	-	12,154.03	4%	274,895.95
Planning and Engineering	LSC	13,608.00	9,351.40	-	7,689.65	69%	4,256.60
Planning and Engineering	MPI Designs	14,535.00	9,770.75	-	8,034.49	67%	4,764.25
Sanitary Sewer	Nelson	1,637,030.00	550,499.95	27,525.00	550,499.95	34%	1,086,530.05
Water	Nelson	1,717,106.73	621,649.20	31,082.46	621,649.20	36%	1,095,457.53
Storm Sewer	Nelson	4,076,609.00	420,044.50	21,002.23	420,044.50	10%	3,656,564.50
Planning and Engineering	PCS Group	119,070.00	93,801.59	-	77,133.04	79%	25,268.41
Erosion Control	Pure Cycle GESC	525,001.00	64,900.90	3,245.05	53,368.83	12%	460,100.10
Fees, Permits and Administration	SEMSWA	14,985.11	12,507.86	-	10,285.22	83%	2,477.25
District	Sentinel	117.94	117.94	-	117.94	100%	-
Planning and Engineering	Studio DH	1,350.00	1,350.00	-	1,350.00	100%	-
Planning and Engineering	Studio Lightning	3,400.00	2,890.00	-	2,376.45	85%	510.00
Fees, Permits and Administration	Tri-County Health	89.10	89.10	-	73.27	100%	-
Planning and Engineering	Underground Consulting	270.00	270.00	-	222.02	100%	-
-		-	-	-	-	0%	-
-		-	-	-	-	0%	-
-		-	-	-	-	0%	-
-		-	-	-	-	0%	-
-		-	-	-	-	0%	-
-		-	-	-	-	0%	-
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-		-	-	-	-	0%	-
-		-	-	-	-	0%	-
-		-	-	-	-	0%	-
-		-	-	-	-	0%	-
-		-	-	-	-	0%	-
-		-	-	-	-	0%	-
-		-	-	-	-	0%	-
	Total	9,932,527.38	2,636,015.16	104,405.25	2,313,335.10	16	7,296,512.22

SKY RANCH COMMUNITY AUTHORITY BOARD
Board Meeting Project Status
October 8th, 2021

Construction Contract Documents

Landscape Contract Phase 3 – Environmental Designs, Inc.
Recommend Approval:
Change Orders
- Change Order #16: $48,829.77 for completing walkthrough punch list items related to field changes.

Pay Applications
- None

Grading Neighborhood A & D Phase 1 – Bemas Construction
Recommend Approval:
Change Orders
- Change Order #5: $92,568.00 for regrading and installing new material for the water tank access road.

Pay Applications
- None

Filing 4 Paving – Martin Marietta
Recommend Approval:
Change Orders
- Change Order #1: $60,795.60 for adjusting contract items and unit prices due to receipt of the final pavement design.

Pay Applications
- None

Filing 4 Erosion Control – Pure Cycle
Recommend Approval:
Change Orders
- None

Pay Applications
- None

Filing 4 Wet Utilities – Nelson Pipeline
Recommend Approval:
Change Orders
- Change Order #1: $54,392.73 for raising an existing water line and redesigning water and irrigation connections.

Pay Applications
- Pay Application #4 is recommended for payment $1,388.544.44 ($1,461.65.73 District; $0.00 Non-District; $73,081.29 Retained).
    - $4,228,295.73 Billed to Date. $211,414.79 Retained. $4,016,880.94 Paid to Date.

F1 Grading, Utilities, and Roadways Warranty Contract – Premier Earthworks & Infrastructure
Recommend Approval:
Change Orders
- None

Pay Applications
- None

Other Matters

- Finalizing contract with PEI for Filing 4 concrete, striping, and signage work
- Discuss Cost Certification Report #2
- EDI is working on completing punch lists for Phase 2 and 3 landscape
- IDES Sky Ranch Filing 1 Task Order for $50,000.00
    - Covers costs for final Cost Certification, Useful Life Analysis, and contract closeout services
- IDES Sky Ranch Filing 4 Task Order for $50,000.00
    - Covers costs for ongoing District services

Sky Ranch Community Authority Board

Contractors Change Order Log Paid-To-Date Summary

Contractor	Change Orders	Total Contract Amount	Amount Billed	Remaining
PEI - Grading	10	$1,580,213.82	$1,580,213.82	$0.00
PEI - Drainage & Utilities	28	$10,259,670.46	$10,259,670.46	$0.00
PEI - Roadways	20	$8,803,411.96	$8,803,411.96	$0.00
PEI - G, U, R	3	$50,000.00	$12,185.60	$37,814.40
EDI - Landscape P1	30	$2,076,304.28	$2,076,304.28	$0.00
EDI - Landscape P2	4	$169,603.96	$169,603.96	$0.00
EDI - Landscape P3	15	$1,290,699.71	$1,179,759.05	$110,940.66
BEMAS - Grading A&D P1	4	$1,613,705.76	$818,919.82	$794,785.94
BEMAS - Grading A&D P2	0	$819,045.20	$0.00	$819,045.20
Pure Cycle - EC F4	1	$525,001.00	$72,536.30	$452,464.70
Nelson - F4 Wet Utilities	0	$7,376,353.00	$2,628,336.50	$4,748,016.50
Martin Marietta - F4 Paving	0	$4,700,851.60	$0.00	$4,700,851.60
PEI - F4 Concrete & SS	0	$2,267,308.82	$0.00	$2,267,308.82
Total		$41,532,169.57	$27,600,941.75	$13,931,227.82

Sky Ranch Community Authority Board
Summary of Contract Changes

Change Order Log

#	Contractor	Original Contract Amount	Days	Executed CO's		New Contract	
				Amount	Days	Amount	Days
1	PEI - Grading	$1,418,885.53	0	$161,328.29	39	$1,580,213.82	39
2	PEI - Drainage & Utilties	$8,971,057.30	0	$1,288,613.16	113.5	$10,259,670.46	114
3	PEI - Roadways	$8,368,649.67	0	$434,762.29	59	$8,803,411.96	59
4	PEI - G, U, R	$0.00	0	$33,762.49	0	$33,762.49	0
5	EDI - Landscape Ph 1	$1,633,252.04	96	$443,052.24	174	$2,076,304.28	270
6	EDI - Landscape Ph 2	$155,431.26	210	$14,172.70	3	$169,603.96	213
7	EDI - Landscape Ph 3	$1,293,395.48	210	-$2,695.77	67	$1,290,699.71	277
8	Bemas - Grading A&D P1	$1,574,333.75	44	$39,372.01	12	$1,613,705.76	56
9	Bemas - Grading A&D P2	$819,045.20	26	$0.00	0	$819,045.20	26
10	Pure Cycle - EC F4	$467,001.00	0	$58,000.00	0	$525,001.00	0
11	Nelson - F4 Wet Utilities	$7,376,353.00	165	$0.00	0	$7,376,353.00	165
12	Martin Marietta - F4 Paving	$4,700,851.60	129	$0.00	0	$4,700,851.60	129
12	PEI - F4 Concrete & SS	$2,267,308.82	129	$0.00	0	$2,267,308.82	129
12							
	Total	**$39,045,564.65**		**$2,470,367.41**		**$41,515,932.06**	

Potential Change Order Log

#	Contractor	Current Contract	Days	Potential Change Orders		Potential Contract	
				Amount	Days	Amount	Days
1	PEI - Grading	$1,580,213.82	39	$0.00	0	$1,580,213.82	39
2	PEI - Drainage & Utilties	$10,259,670.46	114	$0.00	0	$10,259,670.46	114
3	PEI - Roadways	$8,803,411.96	59	$61,898.30	5	$8,865,310.26	64
4	PEI - G, U, R	$33,762.49	0	$0.00	0	$33,762.49	0
5	EDI - Landscape P1	$2,076,304.28	270	$291,581.11	123.5	$2,367,885.39	394
6	EDI - Landscape P2	$169,603.96	213	$8,197.43	4	$177,801.39	217
7	EDI - Landscape P3	$1,290,699.71	277	$110,135.66	20	$1,400,835.37	297
8	Bemas - Grading A&D P1	$1,613,705.76	56	$92,568.00	0	$1,706,273.76	56
9	Bemas - Grading A&D P2	$819,045.20	26	$0.00	0	$819,045.20	26
10	Pure Cycle - EC F4	$525,001.00	0	$0.00	0	$525,001.00	0
11	Nelson - F4 Wet Utilities	$7,376,353.00	165	$54,392.73	7	$7,430,745.73	172
12	Martin Marietta - F4 Paving	$4,700,851.60	129	$60,795.60	0	$4,761,647.20	129
12	PEI - F4 Concrete & SS	$2,267,308.82	129	$0.00	0	$2,267,308.82	129
12							
	Total	**$41,515,932.06**		**$679,568.83**		**$42,195,500.89**	
	Potential Total of All Change Orders					$679,568.83	

Force Account Log

#	Contractor	Original Amount		Change	New Balance
1	PEI - Grading	$0.00		$0.00	$0.00
2	PEI - Drainage & Utilities	$0.00		$0.00	$0.00
3	PEI - Roadways	$0.00		$0.00	$0.00
4	PEI - G, U, R	$0.00		$0.00	$0.00
5	EDI - Landscape P1	$85.00		$0.00	$85.00
6	EDI - Landscape P2	$0.00		$0.00	$0.00
7	EDI - Landscape P3	$0.00		$0.00	$0.00
8	Bemas - Grading A&D P1	$0.00		$0.00	$0.00
9	Bemas - Grading A&D P2	$0.00		$0.00	$0.00
10	Pure Cycle - EC F4	$0.00		$0.00	$0.00
11	Nelson - F4 Wet Utilities	$0.00		$0.00	$0.00
12	Martin Marietta - F4 Paving	$0.00		$0.00	$0.00
13	PEI - F4 Concrete & SS	$0.00		$0.00	$0.00
13					
	Total			**$0.00**	**$85.00**

September 20, 2021

Matt Norcross
PCS Group Inc.
200 Kalamath St.
Denver, CO 80223
P:720.330.0833
matt@pcsgroupco.com • www.pcsgroupco.com

Re: Sky Ranch – Arapahoe County, CO

Dear Matt,

Thank you for the opportunity to submit this proposal for Professional Design Services for your consideration. The scope of services for this Project are outlined below and include and incorporate our Terms and Conditions.

Upon acceptance of this proposal, we will provide the following Design Services for this Project. If we do not receive a signed copy of this proposal from you, but you authorize us to proceed on the Project, you acknowledge, understand and agree that this proposal including its Terms and Conditions shall constitute an enforceable and binding agreement ("Agreement").

Scope of Services

Exterior Lighting Design and Photometric services will be provided in accordance with the scope of work as identified and specified by the site plan provided to the designer, see Attachment A. The project consists of a residential development in Arapahoe County, CO. The scope includes public street lighting at the east side of N. Bentley Street, west side of F Street, the north side of E. 6th Ave, E. 8th Place, and the streets within the new residential community. The scope also includes private lighting design at the pocket park in the residential area.

I. Design Phase Services

a. Prepare lighting photometric documents for planning department approval. Three planning department submittals caused by city comments and/or minor site revisions are included in the base fee; see the additional services section, #6.
b. Attendance at one meeting as requested and participation in telephone consultations if necessary to complete the Design Phase Services.

II. Additional Services

a. The above items constitute the designer services proposed for this Project. Any changes that occur during the course of the Project that expands the scope of the Project shall be handled as "additional services" upon written agreement including agreement for additional compensation and shall be subject to the Terms and Conditions below. These additional services may include, but are not limited to:
    1. Preparation of detailed construction cost estimates.
    2. Interim Submittals such as for progress, permit, pricing.
    3. Additional design drawings or specifications providing alternate systems, equipment or arrangements.
    4. Revisions occurring after city approval of the site plan.

5. Pool deck lighting design.
6. Up to three planning department submittals are included in the base fee for city comments and/or minor site revisions. If a major site revision is completed after the original photometric is issued to the city, additional fees will be required. If additional department submittals are necessary after the third submittal, or as a result of major site revisions, an additional service will be necessary. Major site revisions included, but are not limited to, building location, sidewalk location, and/or light fixture location revisions. Revisions will be billed at the hourly rates listed in Part B of the Fees section below.

Fees

A. As defined above, Designer's services will be provided for the lump sum of:

Lighting Photometric	**$ 3,900**

B. Any services in addition to those specified above, shall be authorized in writing and shall be compensated on an hourly basis as follows:
   a. Principal $150.00 / hour
   b. Designer $75.00 / hour
   c. CAD/Admin $60.00 / hour
C. Compensation to the Designer shall be performed as a lump sum at the completion of the design phase or on a monthly basis as a percentage based on the level of completion of the designer's work. Compensation to the Designer is due within thirty days of the date of the Designer's invoices. If payment is not received within 45 days of the date the Designer's invoices, invoices shall bear interest at eight percent (8%) of the past due amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal. Client agrees to pay all costs to the Designer, including reasonable attorney's fees associated with Designer's effort to collect on past due invoices of more than 90 days past due.

Binding Terms and Conditions

1. NO RESPONSIBILITY FOR CONTRACTOR ERRORS: Client understands and acknowledges that Client and all contractors shall be responsible for complying with jurisdictional authority requirements and with the scope of the work shown on the drawings, plans, specifications or amendments thereto. The Client understands and agrees that the Designer shall not be responsible for damages incurred as a result of any violations of those requirements or the failure of any party to follow the Designer's drawings, plans, specifications or amendments thereto
2. COLORADO LAW: The laws of the State of Colorado shall govern this Agreement.
3. TERMINATION: This proposal may be terminated by either party upon seven (7) days written notice in the event of substantial failure to perform in accordance with the terms of this Proposal, by either party. If terminated by either party, the Designer shall be compensated for services performed up to the date of the notice of termination, at the Principal's hourly rates, as identified in this Agreement.
4. OWNERSHIP OF INSTRUMENTS OF SERVICE: All reports, drawings, specifications, computer files, field data, notes and other documents and instruments prepared by the Designer as instruments of service shall remain the property of the Designer who shall retain all common law, statutory and other reserved rights, including the copyright thereto.

5. MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Designer, their respective officers, directors, partners, employees, contractors or sub-consultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and Designer shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this Project.
6. NO THIRD-PARTY BENEFICIARY: Nothing contained in this Agreement shall create a contractual relationship or a cause of action in favor of a third party against either the Client or the Designer. The Designer's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Designer because of this Agreement.
7. INDEMNIFICATION: In addition, and notwithstanding any other provisions of this Agreement, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Designer, its officers, directors, employees and subconsultants, against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the Project, excepting only those damages, liabilities or costs attributable to the errors or omissions of the Designer.
8. MEDIATION: In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Designer agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. The Client and the Designer further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.

We look forward to the successful completion of this Project and appreciate the opportunity to work with you. Should you have any questions or wish to discuss any aspect of this proposal, please contact us at the telephone number listed at the bottom of this page.

Sincerely,

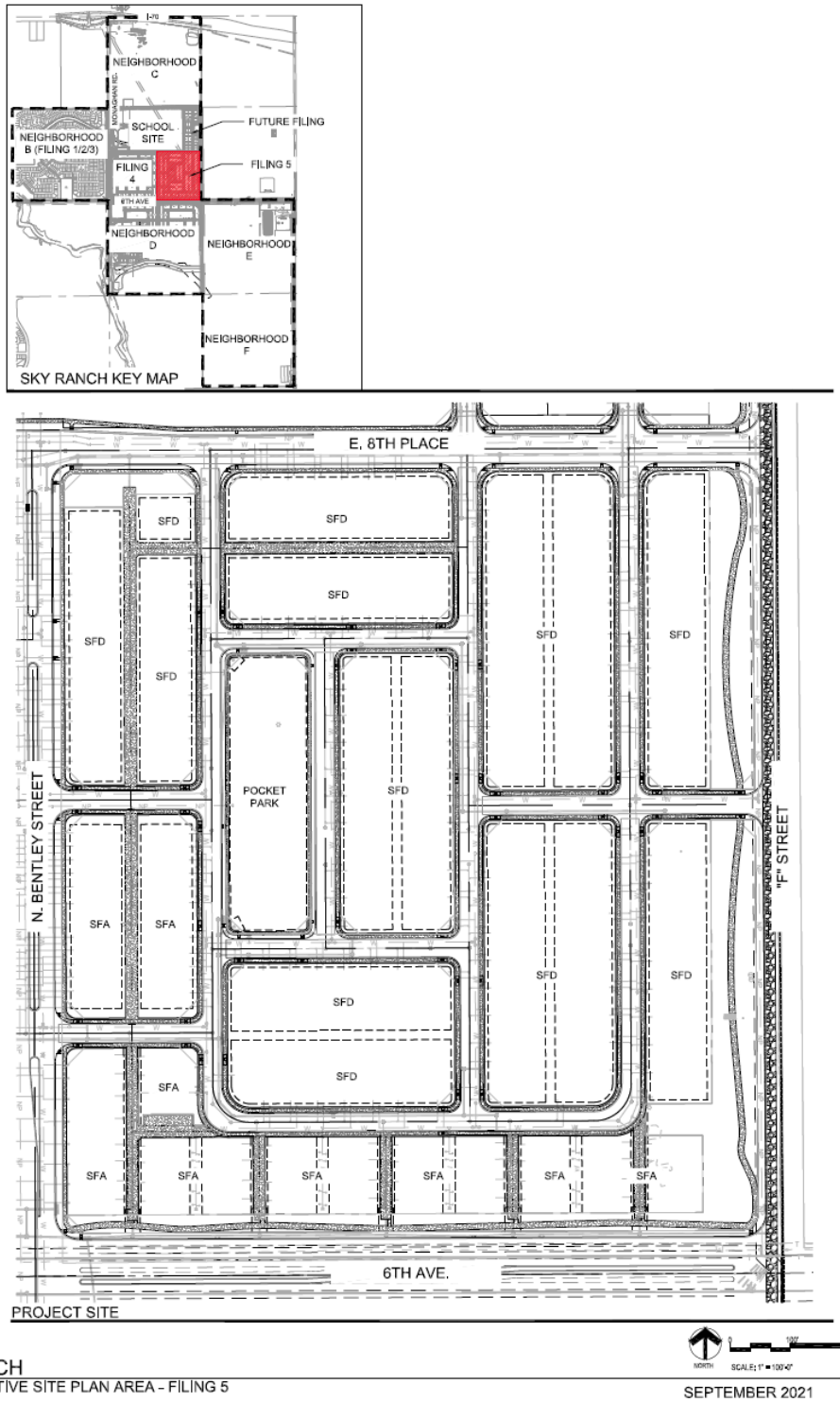
Jacob Bennefield, L.C.

Jacob Bennefield, L.C.
Studio Lightning
(Owner/Designer/Consultant)

APPROVED: _____
(Client)

TITLE: _____ DATE : _____

Attachment A: Pricing Plan



MASTER SERVICE AGREEMENT FOR LIGHTING DESIGN SERVICES

THIS **MASTER SERVICE AGREEMENT FOR LIGHTING DESIGN SERVICES** ("**Agreement**") is entered into and effective as of October 8, 2021, by and between **SKY RANCH COMMUNITY AUTHORITY BOARD**, a political subdivision and public corporation of the State of Colorado formed pursuant to Section 29-1-203.5, C.R.S. (the "**CAB**"), and **STUDIO LIGHTNING LLC**, a Colorado corporation (the "**Consultant**") (each a "**Party**" and, collectively, the "**Parties**").

RECITALS

A. The CAB was organized by the Sky Ranch Colorado Metropolitan District Nos. 1 and 5 (the "**Districts**") and pursuant to the laws of the State of Colorado in order to construct, operate and maintain certain public facilities and improvements in accordance with the Sky Ranch Community Authority Board Establishment Agreement (the "**CABEA**"), as may be amended from time to time, and each of the service plans for the Districts.

B. The CAB and the Districts were formed to provide public improvements to that certain development known as Sky Ranch in Arapahoe County, Colorado.

C. Pursuant to the CABEA, the CAB is permitted to enter into contracts and agreements affecting the affairs of the CAB.

D. The Consultant has experience in providing the services, generally described in **Exhibit A,** attached hereto and incorporated herein, the specific scope of which will be determined on a Task Order ("**Task Order**") basis, as more particularly described herein (the "**Services**"), and is willing to provide such Services to the CAB for reasonable consideration.

E. The Parties desire to enter into this Agreement to establish the terms by which the Consultant will provide the Services to the CAB.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

I. CONSULTANT DUTIES AND AUTHORITY

1.1 Duties of Consultant. The Consultant shall:

(a) Perform the Services, safely and in accordance with the standard of care, skill, and diligence provided by a professional consultant in performance of work similar to the Services.

(b) Be properly qualified to perform the Services. The Consultant does hereby warrant that the quality of the Services shall be as specified in this Agreement,

shall conform in all respects to the requirements of this Agreement and shall be free of defects and deficiencies.

(c) Take all precautions necessary for safely and prudently conducting the Services required by this Agreement, including maintaining insurance as required under Section 4.2 hereof.

(d) Advise the CAB of the status of the Services required by this Agreement on a regular basis and work in coordination with the CAB's consultants to assure that the CAB has the most complete information available for the exercise of the CAB's powers and discretionary authority.

(e) Shall not enter into any contract, oral or written, in the name of the CAB, and from incurring any debt, liability or obligation for or on behalf of the CAB. All obligations incurred by the Consultant shall be obligations of the Consultant and the Consultant shall hold the CAB harmless therefrom.

1.2 Limitations on Authority.

(a) The Consultant shall have no right or authority, expressed or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the CAB in any manner whatsoever, except to the extent specifically provided in this Agreement, a Task Order, or specifically authorized or ratified by the board of directors of the CAB as reflected in the minutes of the CAB board meetings. The Consultant shall at all times conform to the stated policies established and approved by the CAB.

(b) Independent Contractor Status. The Consultant is an independent contractor, as provided in Section 8-40-202(2)(b)(I)-(IV), C.R.S., as amended, and nothing herein contained shall constitute or designate the Consultant or any of its employees, agents, subcontractors or suppliers as employees of the CAB. The Services to be performed by the Consultant shall be at its sole cost, risk and expense, and no part of the cost thereof shall be charged to the CAB, except the payments to be made by the CAB to the Consultant for the Services performed as provided herein. The CAB shall not be responsible for the Consultant's means, methods, techniques, sequences or procedures of work or for safety precautions incident thereto. **The Consultant is not entitled to workers' compensation benefits and the Consultant is obligated to pay federal and state income taxes on moneys earned pursuant to this Agreement.**

1.3 Compliance with Applicable Law. The Consultant shall provide the Services set forth herein in full compliance with all applicable laws, rules, and regulations of any federal, state, county, or municipal body or agency thereof having jurisdiction over the activities of the CAB.

1.4 No Right or Interest in CAB Assets. The Consultant shall have no right or interest in any of the CAB's assets, nor any claim or lien with respect thereto, arising out of this Agreement or the performance of the Services contemplated herein.

1.5 Certification of Compliance with Illegal Alien Statute. By its execution hereof, the Consultant confirms and ratifies all of the certifications, statements, representations and warranties set forth in **Exhibit E** attached hereto and made a part hereof by this reference.

1.6 Work Product. "**Work Product**" shall consist of all written materials maintained by the Consultant in connection with performance of this Agreement, including, but not limited to, all test results, logs, surveys, maps, plans, drawings, specifications, reports, PDF formatted electronic files and other documents, in whatever form. The Consultant shall maintain reproducible copies of any test results and logs which it obtains and shall make them available for the CAB's use, and shall provide such copies to the CAB upon request at reasonable commercial printing rates. Consultant agrees all right, title and interest in the Work Product is and shall remain the property of the CAB. If requested by the CAB, Consultant shall execute and deliver such documents as shall be necessary in the CAB's sole discretion, to assign, transfer and convey all rights in the Work Product to the CAB or its assignee. If Consultant fails to execute any documents required under this Section 1.6, then Consultant hereby irrevocably appoints the CAB its attorney-in-fact for the purpose of executing any required transfers of ownership or interests and any other documents necessary to effectuate this Section 1.6. Further, all Work Product, whether in paper or electronic form, reproductions thereof, or any information or instruments derived therefrom, shall be provided to the CAB immediately upon termination of this Agreement.

II. TASK ORDERS; COMPENSATION

2.1 Task Orders. The Services to be provided hereunder shall be performed for specific portions of Services, pursuant to a separate Task Order. The Task Orders shall be identified and determined in accordance with the process set forth on **Exhibit B,** attached hereto and incorporated herein by this reference. A form of Task Order is set forth on **Exhibit C**, attached hereto and incorporated herein.

2.2 Compensation. The Consultant shall be paid as set forth in the Fee Schedule/Contract Price set forth on **Exhibit D**, attached hereto and incorporated herein.

2.3 Expenses. The Consultant is responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as set forth in the applicable Task Order, unless otherwise approved in advance by the CAB in writing pursuant to a Task Order.

2.4 Subject to Annual Budget and Appropriation; CAB Debt. The CAB does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The performance of those obligations of the CAB hereunder requiring budgeting and appropriation of funds is subject to annual budgeting and appropriation. Nothing herein constitutes or creates an indebtedness or debt of the CAB within the meaning of any Colorado constitutional provision or statutory limitation.

III. TERM AND TERMINATION

3.1 Term. The term of this Agreement shall begin on the date set forth above, and shall expire on satisfactory completion of the Services under all Task Orders. Extensions of this Agreement or any Task Order must be in writing and executed by both Parties.

3.2 Termination. The CAB may terminate this Agreement for convenience or for cause, in whole or in part, by written notice of termination given to the Consultant at least thirty (30) days prior to the effective date of such termination. The CAB may, at any time, and for any reason, by a written notice, cancel or suspend a Task Order in whole or in part. The Consultant may terminate this Agreement or any individual Task Order for convenience or for cause, in whole or in part, by written notice of termination given to the CAB at least thirty (30) days prior to the effective date of such termination. Any termination notice provided pursuant to this Section 3.2 shall specify the extent of termination and the effective date of the same.

The CAB shall pay the Consultant for all Services satisfactorily performed in accordance with each Task Order through the termination date.

IV. INDEMNIFICATION AND INSURANCE

4.1 Indemnification. The Consultant hereby agrees to indemnify, defend and hold the CAB and its affiliated entities or other persons or entities designated by the CAB, and their respective directors, trustees, officers, members, managers, agents and employees (collectively, the "**Indemnitees**"), harmless from any and all liability for damage, including, but not limited to, the reimbursement of reasonable attorneys' fees and costs, arising out of death or bodily injury to persons or damage to property, in such amount that is represented by the degree or percentage of negligence or fault attributable to the Consultant and/or its agents, representatives, subcontractors, or suppliers.

4.2 Insurance Requirements. The Consultant shall procure, at its sole cost and expense, the insurance coverages set forth below, which insurance shall be placed with insurance companies rated at least "A:XIII" by A.M. Best Company. The Consultant shall give notice to the CAB at least thirty (30) days prior to the cancellation or nonrenewal of such policies. The Consultant shall give notice to the CAB within five (5) business days, or as soon as practicable, of any modification of any such policies. Consultant's cost of maintaining the insurances required hereunder shall not be considered a reimbursable expense of the Consultant. The Consultant shall, upon request, promptly furnish the CAB with copies of policies obtained pursuant to this Section 4.2. Prior to commencing the Services, the Consultant shall furnish the CAB with certificates evidencing such insurance and provided further, however, with respect to the Workers' Compensation Insurance required below, the Consultant must furnish to the CAB, prior to the commencement of any Services, duly executed and validated forms as prescribed by the state authority having jurisdiction evidencing that such insurance is in full force and effect. The CAB shall not pay any invoices until Consultant provides the certificates evidencing such insurance and Workers' Compensation coverage.

(a) Liability Insurance Coverage.

(i) Workers' Compensation Insurance. A Workers' Compensation Insurance Policy in form and substance reasonably acceptable to the CAB and in an amount not less than the statutory benefits, including Employer's Liability Insurance with limits of liability of not less than (i) $500,000 for bodily injury by accident, each accident; (ii) $500,000 for bodily injury by disease, each employee; and (iii) $500,000 aggregate liability for disease. The Workers' Compensation Insurance Policy, or an endorsement to such policy, must include a waiver of subrogation in favor of the CAB.

(ii) Commercial General Liability Insurance. A Commercial General Liability Insurance Policy written on an occurrence basis, in form and substance reasonably acceptable to the CAB, which policy shall include, without limitation, the CAB as an additional insured, a waiver of subrogation endorsement in favor of the CAB, cross liability and severability of interest endorsements, endorsements providing that the coverage afforded by the insurance policy or policies is primary and non-contributing with any other insurance maintained by or available to the CAB, and appropriate language providing the following coverages: Premises and Operations Liability; Personal Injury Liability; Broad Form Property Damage Liability; Contractual Liability supporting the Consultant's indemnification agreements in favor of the CAB; Completed Operations and Products Liability; and Independent Contractor's Protective Liability. The Commercial General Liability Insurance Policy must be written with a combined single limit of liability of not less than $1,000,000 for each occurrence of bodily injury and/or property damage and an annual aggregate of liability of not less than $2,000,000 for bodily injury and/or property damage, and an annual aggregate of liability of not less than $2,000,000 for Completed Operations and Products Liability.

(iii) Automobile Liability Insurance. An Automobile Liability Insurance Policy written on a per accident basis, in form and substance reasonably acceptable to the CAB. The Automobile Liability Insurance Policy must provide coverage for all owned, hired, rented and non-owned automobiles, and must include uninsured motorist coverages. The Automobile Liability Insurance Policy must be written with a combined single limit of liability of not less than $1,000,000 for each accident for bodily injury and/or property damage.

(iv) Excess Liability Insurance. An Excess Liability Insurance Policy written in excess of the coverages provided by the insurance policies described in the preceding Subsections 4.2(a)(i) - (iii), in form and substance reasonably acceptable to the CAB, which policy will include the CAB as additional insured. The Excess Liability Insurance Policy must be written with a combined single limit of not less than $1,000,000 for each occurrence of bodily injury/or property damage and annual aggregate.

(v) Professional Liability Insurance Coverage. The Consultant shall obtain and, continuously thereafter for eight (8) years from the date of substantial completion of the Services, maintain in full force and effect a claims made policy covering errors, omissions, and negligent acts in the performance of its Services hereunder, in an amount of $1,000,000 per claim and annual aggregate. The Consultant shall be solely responsible for the payment of all deductibles. Consultant's deductibles or Consultant's self-insured retentions shall be approved by the CAB.

(b) Failure to Obtain and Obligation to Maintain Insurance. If the Consultant fails to furnish and maintain insurance as required by this Section 4.2, the CAB may purchase such insurance on behalf of the Consultant and deduct the cost of such insurance premium(s) from the compensation otherwise owed to the Consultant, and the Consultant shall furnish to the CAB any information needed to obtain such insurance. Except as otherwise expressly provided herein, all insurance policies required by the terms of this section shall be kept in full force and effect until the date of final payment to the Consultant for the Services specified in this Agreement. Notwithstanding anything to the contrary contained in this Agreement, the foregoing insurance requirements are in no way intended to, and will not in any manner, limit or qualify the liabilities and/or indemnities assumed by the Consultant under or pursuant to this Agreement.

(c) Effect of Approval or Acceptance of Insurance. CAB acceptance and/or approval of any or all of the insurances required hereunder does not and shall not be construed to relieve Consultant from any obligations, responsibilities or liabilities under this Agreement.

V. MISCELLANEOUS

5.1 Assignment. The Consultant shall not assign any of its rights or delegate any of its duties hereunder to any person or entity. Any purported assignment or delegation in violation of the provisions hereof shall be void and of no effect.

5.2 Modification; Amendment. This Agreement may be amended from time to time by agreement between the Parties hereto; provided, however, that no amendment, modification, or alteration of the terms or provisions hereof shall be binding upon the CAB or the Consultant unless the same is in writing and duly executed by the Parties.

5.3 Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

5.4 Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

5.5 Governing Law and Jurisdiction. This Agreement shall be governed and construed under the laws of the State of Colorado. Venue for any legal action relating to this

Agreement shall be exclusive to the State District Court in and for the County of Arapahoe, Colorado.

5.6 Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

5.7 Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the CAB and the Consultant any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the CAB and the Consultant shall be for the sole and exclusive benefit of the CAB and the Consultant.

5.8 Notices. All notices, demands, requests or other communications to be sent by one Party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the addressee or by courier delivery via Federal Express or other nationally recognized overnight air courier service, by electronically-confirmed email transmission, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To CAB:	Sky Ranch Community Authority Board c/o CliftonLarsonAllen LLP 370 Interlocken Boulevard, Suite 500 Broomfield, CO 80021 Attention: Lisa Johnson Phone: 303-466-8822 Email: ljohnson@claconnect.com
With a Copy To:	McGeady Becher P.C. 450 E. 17th Avenue, Suite 400 Denver, CO 80203-1254 Phone: 303-592-4380 Email: legalnotices@specialdistrictlaw.com
To Consultant:	Studio Lightning LLC 63 Sunset Drive Bailey, CO 80421 Phone: 303-242-1572 Email: Attn: Jacob Bennefield

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with Federal Express or other nationally recognized overnight air courier service, upon electronic confirmation of email transmission, or three (3) business days after deposit in the United States mail. By giving the other Party hereto at least ten (10) days' written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

5.9 Default/Remedies. If either Party fails to perform any of its responsibilities, obligations or agreements to be performed in accordance with the provisions of this Agreement, including the provisions of any Task Order issued hereunder, and if such failure of performance continues for a period of thirty (30) days following written notice of default from the other Party (or such additional period of time as may reasonably be required to cure such default; provided that the curative action is commenced within such thirty (30) day period and is diligently and continuously pursued to completion), then the non-defaulting Party, at its option, may elect (i) to treat this Agreement as remaining in full force and effect; or (ii) terminate this Agreement or a specific Task Order as of any specified date. The non-defaulting Party shall additionally be entitled to exercise all remedies available at law or in equity. In the event of any litigation or other proceeding to enforce the terms, covenants or conditions hereof, the non-defaulting Party in any such litigation or other proceeding shall obtain as part of its judgment or award its reasonable attorneys' fees.

5.10 Instruments of Further Assurance. Each Party covenants it will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered, such acts, instruments, and transfers as may reasonably be required for the performance of their obligations hereunder.

5.11 Compliance with Law. This Agreement is intended to be performed in accordance with and only to the extent permitted by all applicable laws, ordinances, rules, and regulations of the jurisdiction in which the Agreement is performed. The Consultant declares it has complied and will comply with all federal, state and local laws regarding business permits, certificates and licenses required to perform the Services.

5.12 Non-Waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed to be a waiver of any subsequent default hereunder. Notwithstanding any provision to the contrary in this Agreement, no term or condition of this Agreement shall be construed or interpreted as a waiver, either expressed or implied, of any of the immunities, rights, benefits or protection provided to the CAB under the Colorado Governmental Immunity Act.

5.13 Inurement. This Agreement shall inure to and be binding on the heirs, executors, administrator, successors, and permitted assigns of the Parties hereto.

5.14 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

5.15 Conflicts. If any term or provision(s) in any Exhibit attached as part of this Agreement conflicts with any term or provision(s) in the body of this Agreement, the term or provision(s) contained in the body of this Agreement shall control.

[SIGNATURE PAGES FOLLOW]

[SIGNATURE PAGE 1 TO MASTER SERVICE AGREEMENT]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

Consultant:
STUDIO LIGHTNING LLC
By: _____
Its: _____

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____ as _____ of Studio Lightning LLC.

Witness my hand and official seal.

My commission expires: _____

_____
Notary Public

[SIGNATURE PAGE 2 TO MASTER SERVICE AGREEMENT]

CAB:
SKY RANCH COMMUNITY AUTHORITY BOARD, a quasi-municipal corporation and political subdivision of the State of Colorado

By: _____
President

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by Mark Harding, President of Sky Ranch Community Authority Board.

Witness my hand and official seal.

My commission expires: _____

_____
Notary Public

EXHIBIT A

General Description of Services

The Consultant will provide lighting design and photometric services for the CAB, as more specifically described the Task Orders.

EXHIBIT B

Task Order Process

A. TASK ORDER PROCEDURES FOR SERVICES.

1. General. The Consultant shall perform Services under this Agreement only upon receipt from the CAB of a written Task Order, executed by both the CAB and the Consultant, to perform the Services specified therein, in a form substantially provided in **Exhibit C**, respectively, attached hereto and incorporated herein by this reference. Each Task Order shall be performed for the Task Order Price (as defined below) and within the time period set forth in the Task Order Schedule (as defined below) established for that Task Order in accordance with Section B hereto. Each individual Task Order shall be numbered consecutively and shall be appended to this Agreement as an attachment thereto.

2. Request for Task Order Submittal. When the CAB determines it requires the performance of any Services by Consultant, the CAB shall notify the Consultant by issuing a written "**Request for Task Order**," setting forth milestones for key elements of the Services, providing any additional detail needed to further describe the Services, and establishing the deliverables to be produced by the Consultant (collectively, the "**Task(s)**").

3. Consultant's Response. Within seven (7) business days of receipt of the CAB's Request for Task Order, the Consultant shall respond by providing the following elements (collectively the "**Task Order Submittal**") to the CAB for approval, rejection or negotiation:

(a) A schedule of the Services and the Task(s);

(b) A detailed description of proposed Services;

(c) If requested, a work plan that describes the discrete portions of the Task(s);

(d) A proposed Task Order Price which contains an itemized breakdown of the costs, based on the method directed by the CAB, the Fee Schedule attached as **Exhibit D** Fee Schedule/Contract Price, including necessary staffing, man-hours and reimbursable costs, corresponding to discrete portions of the Task; and

(e) A proposed Task Order Schedule which contains a detailed scheduling of the Services and completion of the Task(s).

(f) Any additional information required in the Request for Task Order Submittal.

4. Negotiation Regarding Task Order. The CAB will review the Task Order Submittal and approve, reject or negotiate any or all elements thereof. If the CAB and the Consultant cannot agree on the Task Order, the CAB may perform the Task(s) itself, engage others to perform the Task(s), or reject the Task Order Submittal in whole or in part.

5. Issuance of Task Order. If the CAB approves a Task Order Submittal in whole or in part or the parties successfully agree to the terms of a Task Order after negotiation, the CAB may issue a Task Order directing the Consultant to perform the Task(s) pursuant to the Task Order. The Consultant agrees it shall not be compensated in excess of the Task Order Price, as it may be amended by written agreement of the Parties. The Contractor shall not initiate any Task(s) prior to the receipt of a Task Order.

6. Cancellation/Suspension of Task(s). The CAB may, at any time and for any reason by a written notice, cancel or suspend a Task Order, in whole or in part. Upon such cancellation or suspension, Consultant shall permanently cease or suspend, for a period of time the CAB determines appropriate, performance of those Services. In the event of cancellation or suspension, the Consultant shall take all steps necessary to reduce the costs to the CAB incidental to the cancellation or suspension. In no event, shall Consultant be entitled to any damages because of such cancellation or suspension.

B. SCHEDULE.

The Services of the Consultant shall be undertaken and completed in a professionally appropriate sequence within the Task Order Schedule established in a Task Order. It is understood that there may be delays beyond the control of the Consultant. In the event of these delays, the Consultant may, within seven (7) days of knowledge of such delay, request an extension of milestones within the Task Order Schedule.

C. COMPENSATION.

1. Services Invoicing And Reporting. Compensation for the Services provided under this Agreement shall be based on the method selected and indicated in the Fee Schedule attached as **Exhibit D** and incorporated herein by this reference. To obtain payment the Consultant must submit to the CAB a report detailing the Services provided, Task Order progress, percent complete, percent of budget spent, deliverables submitted, anticipated activities, and a discussion of items of concern or schedule impacts, together with an invoice. The Consultant shall use a monthly/billing period summary report format provided by the CAB, or may submit another format meeting the requirements of this paragraph and approved by the CAB prior to use. Invoices shall show names, classifications and time for each individual and the CAB's project and cost codes as may be provided in the approved Task Order. Attached to each invoice the Consultant shall provide a lien waiver for all invoiced Services, including all sub-contractors and suppliers. The waiver shall be in a form reasonably acceptable to the CAB.

2. Partial Payments. Invoices for payment shall contain an itemized statement by Task(s) and any sub-task(s) of the Services performed and direct expenses incurred. The CAB shall be charged according to the selected method of payment identified on the Task Order.

3. Disputed Invoices. The CAB reserves the right to reject any invoice not meeting the requirements of this Section C or not consistent with this Agreement. The CAB may also dispute any portion of any invoice for unacceptable Services, progress, or non-performance. CAB will advise Consultant within twenty (20) days of receipt of any invoice of any dispute(s).

Undisputed portions of invoices will be processed for payment. Consultant and CAB shall meet prior to resubmission of disputed invoices or portions to attempt to resolve such disputes.

EXHIBIT C

Form of Task Order

SKY RANCH COMMUNITY AUTHORITY BOARD
MASTER SERVICES AGREEMENT TASK ORDER

AGREEMENT TITLE Master Service Agreement for Lighting Design Services

AGREEMENT NO. _____ **AGREEMENT DATE** _____ **TASK ORDER NO.** _____

CONSULTANT Studio Lightning LLC

TASK ORDER REFERENCE: Task Order _____ Submittal (attached)

TASK ORDER NAME: _____

CAB PROJECT ENGINEER: _____

BASIS OF COMPENSATION: _____

SCHEDULE: _____

AGREEMENT PRICE RECONCILIATION:

Previously Approved Change Orders/Amendments/Task Orders		$ 000.00
Task Order Price – Task Order No.	_____	$ 000.00
Total of Agreement Prices including this Task Order		$ 000.00

AGREEMENT TERMS AND CONDITIONS

All other terms and conditions of the Agreement remain unchanged and in full force and effect.

This Task Order constitutes written assurance by the CAB that lawful appropriations have been made to cover the cost of the Task Order, pursuant to Section 24-91-103.6, C.R.S.

APPROVALS REQUIRED:

To be effective, this Task Order must be approved according to the Agreement.

Recommended by _____ Date _____

Approved by _____ Date _____

The undersigned agrees to the above terms and conditions:

_____ _____
Consultant Date

_____ _____
Authorized Agent Title

EXHIBIT D

Fee Schedule/Contract Price

Compensation under this Agreement shall be based on the Fee Schedule attached hereto and the Contract Price shall equal the sum total of all Task Orders issued pursuant to the terms of this Agreement.

EXHIBIT E

Certification Of Consultant

1. Pursuant to the requirements of Section 8-17.5–102(1), C.R.S., the Consultant hereby certifies to the CAB that the Consultant does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that it will participate in the E-Verify Program or Department Program (as defined in Sections 8-17.5-101(3.3) and (3.7), C.R.S.) in order to confirm the employment eligibility of all employees of the Consultant who are newly hired to perform work under the Agreement.

2. In accordance with Section 8-17.5-102(2)(a), C.R.S., the Consultant shall not:

(a) Knowingly employ or contract with an illegal alien to perform work under the Agreement; or

(b) Enter into a contract with a subcontractor that fails to certify to the Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

3. The Consultant represents and warrants it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program or the Department Program.

4. The Consultant is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the Agreement is in effect.

5. If the Consultant obtains actual knowledge that a subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, the Consultant shall:

(a) Notify the subcontractor and the CAB within three (3) days that the Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(b) Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that the Consultant shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

6. The Consultant shall comply with any reasonable request by the Colorado Department of Labor and Employment ("**Department**") made in the course of an investigation that the Department is undertaking, pursuant to the law.

7. If the Consultant violates any provision of Section 8-17.5–102(1), C.R.S., the CAB may terminate the Agreement immediately and the Consultant shall be liable to the CAB for actual and consequential damages of the CAB resulting from such termination, and the CAB

shall report such violation by the Consultant to the Colorado Secretary of State, as required by law.

SKY RANCH COMMUNITY AUTHORITY BOARD
MASTER SERVICES AGREEMENT TASK ORDER

AGREEMENT TITLE Master Service Agreement for Lighting Design Services (the "Agreement")

AGREEMENT NO. _____ **AGREEMENT DATE** _____ **TASK ORDER NO.** **1**

CONSULTANT Studio Lightning LLC

TASK ORDER REFERENCE: Task Order **1** Submittal (attached)

TASK ORDER NAME: Lighting Photometric – Design Phase Services (as described in the Scope of Services in **Exhibit 1**, attached hereto and incorporated into this Task Order and the Agreement by this reference)

CAB PROJECT ENGINEER: _____

BASIS OF COMPENSATION: _____

SCHEDULE: _____

AGREEMENT PRICE RECONCILIATION:

Previously Approved Change Orders/Amendments/Task Orders		$ 000.00
Task Order Price – Task Order No.	**1**	$ 3,900.00
Total of Agreement Prices including this Task Order		$ 3,900.00

AGREEMENT TERMS AND CONDITIONS

All other terms and conditions of the Agreement remain unchanged and in full force and effect.

This Task Order constitutes written assurance by the CAB that lawful appropriations have been made to cover the cost of the Task Order, pursuant to Section 24-91-103.6, C.R.S.

APPROVALS REQUIRED:

To be effective, this Task Order must be approved according to the Agreement.

Recommended by _____ Date _____

Approved by _____ Date _____

The undersigned agrees to the above terms and conditions:

_____ _____
Consultant Date

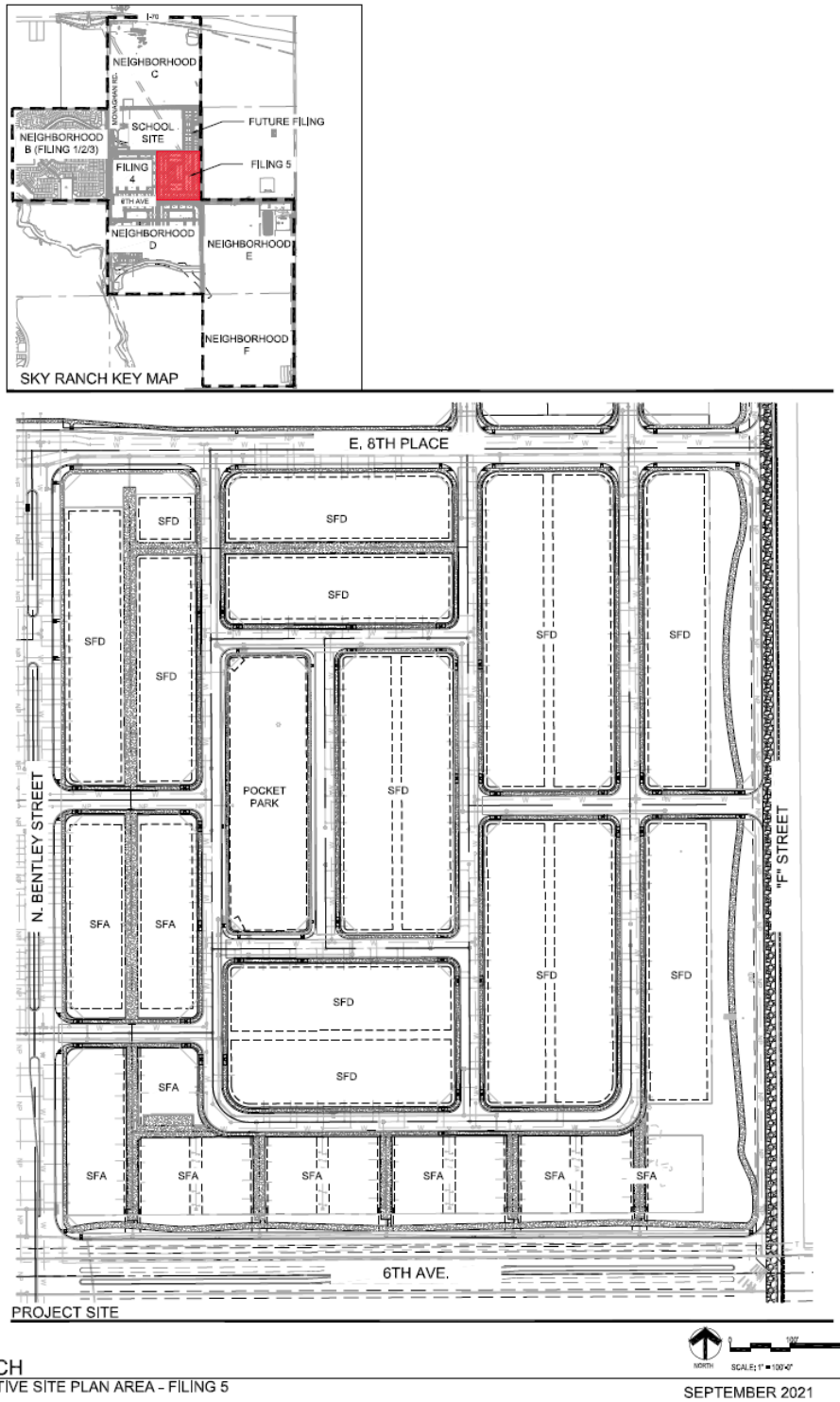
_____ _____
Authorized Agent Title

EXHIBIT 1

Scope of Services

The Consultant will provide Exterior Lighting Design and Photometric services in accordance with the scope of work as identified and specified by the site plan provided to the designer, see Attachment A, below. The project consists of a residential development in Arapahoe County, CO. The scope includes public street lighting at the east side of N. Bentley Street, west side of F Street, the north side of E. 6th Ave, E. 8th Place, and the streets within the new residential community. The scope also includes private lighting design at the pocket park in the residential area.

Attachment A: Pricing Plan



CLIENT PRICING AGREEMENT 2021.

Annual Snow Service Order

BrightView Landscape Services, Inc. (BrightView) **8/23/2021 11:48**

40060_BVLS Denver East 12570 E 39th Ave Denver CO 80239 Ph: (303) 288-2701

• SERVICE LOCATION (Location)

Loc ID ***Location Name*** ***Estimate***
SKY RANCH COMMUNITY AUTHORIT

Location Address
27898 E. 8TH AVE., AURORA, CO 80018

• CLIENT INFORMATION (Client)

Client ID ***Company Name***
SKY RANCH COMMUNITY AUTHORITY BOARD

Billing Address
370 INTERLOCKEN BLVD., SUITE 500, BROOMFIELD, CO 80021

• SCOPE OF SERVICES

Service Start: **10/01/2021** ***Service End:*** **05/31/2022** ***Start Season:*** **2021**

Vehicle Site Area(s) (VEH)	Service Start Trigger	Pedestrian Sites Areas (PED)	Service Start Trigger
N/A		Public Sidewalks (PUB WALKS)	2"

BrightView is only responsible for performing Services in the selected Site Areas after the indicated Service Trigger is reached. Services requested before the Trigger is met shall begin upon a reasonable period after notification from the Client and may result in additional fees. Services provided under this agreement shall be directed and managed by BrightView in order to maintain safe conditions in the Site Areas indicated.

- Client Declines to have BrightView stake the Location.
- BrightView will not be responsible for damages caused to roads, curbs, road-edges, turf-edges or other objects not properly identified.
- Bulk de-icing material will be purchased (Supplied) by and applied by .
- Bagged de-icing material will be purchased (Supplied) by BrightView and applied by BrightView.
- All Time & Material Rates are Port-to-Port, and are subject to minimum fees as noted in the Price Schedule
- All prices exclude any applicable sales tax, should client request tax to be included BrightView may automatically adjust the price if tax laws change to reflect such increase.

By signing this Service Order, Client acknowledges and agrees that (a) snow or ice may accumulate while Services are being performed, (b) even when there is no precipitation present, snow may blow or drift onto a Service Location or be brushed onto cars, parking, and driving areas or walkways, and (c) properly plowed snow may melt and refreeze after Services are fully performed. Accordingly, Client understands and agrees that (i) BrightView cannot guarantee that the performance of the Services will remove all snow and ice from any Service Location, and (ii) some snow or ice may still be present at a Service Location during or after the performance of Services.

CLIENT PRICING AGREEMENT 2021.

Annual Snow Service Order

BrightView Landscape Services, Inc. (BrightView) **8/23/2021 11:48**

40060_BVLS Denver East 12570 E 39th Ave Denver CO 80239 Ph: (303) 288-2701

• **PRICE SCHEDULE** BrightView will be compensated for work performed at the Service Location according to the agreed to prices shown below. All listed equipment items includes the respective equipment and required operator.

Category	Area	Service/Unit Description	Unit	Min. Chg.	Price	Price	Price	Price	2021 Price
TM	ALL AREAS	Crew Member	Hr	1 Hr					$62.00
TM	ALL AREAS	Utility Vehicles (ATV, Kubota, etc.)	Hr	1 Hr					$105.00
TM	ALL AREAS	Snowrator	Hr	1 Hr					$105.00
TM	ALL AREAS	Bag Ice Melt	50 lbs	1 Bag					$45.00
TM	ALL AREAS	Skid Steer	Hr	1 Hr					$155.00

• **ORDER EFFECTIVE DATE:** 10/1/2021 This Service Order is accepted by BrightView and Client and forms part of the Master Snow Management Agreement signed by the parties and restates and replaces any Service Order previously agreed to for the above Location.

For BrightView: _____

Printed: 10/1/2021

Email:

Title:

For Client: _____

Printed: 10/1/2021

Email:

Title:

SERVICE AGREEMENT FOR SNOW REMOVAL

THIS **SERVICE AGREEMENT FOR snow removal** ("**Agreement**") is entered into this 8th day of October, 2021, and effective as of the 1st day of October, 2021, by and between **SKY RANCH COMMUNITY AUTHORITY BOARD**, a political subdivision and public corporation of the State of Colorado formed pursuant to Sections 29-1-203 and -203.5, C.R.S. (the "**CAB**"), and **BRIGHTVIEW LANDSCAPE SERVICES, INC.,** a Colorado corporation (the "**Consultant**") (each a "**Party**" and, collectively, the "**Parties**").

RECITALS

A. The CAB was organized by the Sky Ranch Colorado Metropolitan District Nos. 1 and 5 (the "**Districts**") and pursuant to the laws of the State of Colorado in order to construct, operate and maintain certain public facilities and improvements in accordance with the Amended and Restated Sky Ranch Community Authority Board Establishment Agreement (the "**CABEA**") and each of the service plans for the Districts.

B. The CAB and the Districts were formed to provide public improvements to that certain development known as Sky Ranch in Arapahoe County, Colorado.

C. Pursuant to the CABEA, the CAB is permitted to enter into contracts and agreements affecting the affairs of the CAB.

D. The Consultant has experience in providing the services, as set forth in **Exhibit A** hereto, attached and incorporated herein (the "**Services**"), and is willing to provide such Services to the CAB for reasonable consideration.

E. The Parties desire to enter into this Agreement to establish the terms by which the Consultant will provide the Services to the CAB.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

I. CONSULTANT DUTIES AND AUTHORITY

1.1 Duties of Consultant. The Consultant shall:

(a) Perform the Services, safely and in accordance with the highest standard of care, skill, and diligence provided by a professional consultant in performance of work similar to the Services.

(b) Be properly qualified to perform the Services. The Consultant does hereby warrant that the quality of the Services shall be as specified in this Agreement, shall conform in all respects to the requirements of this Agreement and shall be free of defects and deficiencies.

(c) Take all precautions necessary for safely and prudently conducting the Services required by this Agreement, including maintaining insurance as required under Section 4.2 hereof.

(d) Advise the CAB of the status of the Services required by this Agreement on a regular basis and work in coordination with the CAB's consultants to assure that the CAB has the most complete information available for the exercise of the CAB's powers and discretionary authority.

(e) Refrain from entering into any contract, oral or written, in the name of the CAB, and from incurring any debt, liability or obligation for or on behalf of the CAB. All obligations incurred by the Consultant shall be obligations of the Consultant and the Consultant shall hold the CAB harmless therefrom.

1.2 Limitations on Authority.

(a) The Consultant shall have no right or authority, expressed or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the CAB in any manner whatsoever, except to the extent specifically provided in this Agreement or specifically authorized or ratified by the board of directors of the CAB as reflected in the minutes of the CAB board meetings. The Consultant shall at all times conform to the stated policies established and approved by the CAB.

(b) Independent Contractor Status. The Consultant is an independent contractor, as provided in Section 8-40-202(2)(b)(I)-(IV), C.R.S., as amended, and nothing herein contained shall constitute or designate the Consultant or any of its employees, agents, subcontractors or suppliers as employees of the CAB. The Services to be performed by the Consultant shall be at its sole cost, risk and expense, and no part of the cost thereof shall be charged to the CAB, except the payments to be made by the CAB to the Consultant for the Services performed as provided herein. The CAB shall not be responsible for the Consultant's means, methods, techniques, sequences or procedures of work or for safety precautions incident thereto. **The Consultant is not entitled to workers' compensation benefits and the Consultant is obligated to pay federal and state income taxes on moneys earned pursuant to this Agreement.**

1.3 Compliance with Applicable Law. The Consultant shall provide the Services set forth herein in full compliance with all applicable laws, rules, and regulations of any federal, state, county, or municipal body or agency thereof having jurisdiction over the activities of the CAB.

1.4 No Right or Interest in CAB Assets. The Consultant shall have no right or interest in any of the CAB's assets, nor any claim or lien with respect thereto, arising out of this Agreement or the performance of the Services contemplated herein.

1.5 Certification of Compliance with Illegal Alien Statute. By its execution hereof, the Consultant confirms and ratifies all of the certifications, statements, representations and warranties set forth in **Exhibit C** attached hereto and made a part hereof by this reference.

1.6 Work Product. "**Work Product**" shall consist of all written materials maintained by the Consultant in connection with performance of this Agreement, including, but not limited to, all test results, logs, surveys, maps, plans, drawings, specifications, reports, PDF formatted electronic files and other documents, in whatever form. The Consultant shall maintain reproducible copies of any test results and logs which it obtains and shall make them available for the CAB's use, and shall provide such copies to the CAB upon request at reasonable commercial printing rates. Consultant agrees all right, title and interest in the Work Product is and shall remain the property of the CAB. If requested by the CAB, Consultant shall execute and deliver such documents as shall be necessary in the CAB's sole discretion, to assign, transfer and convey all rights in the Work Product to the CAB or its assignee. If Consultant fails to execute any documents required under this Section 1.6, then Consultant hereby irrevocably appoints the CAB its attorney-in-fact for the purpose of executing any required transfers of ownership or interests and any other documents necessary to effectuate this Section 1.6. Further, all Work Product, whether in paper or electronic form, reproductions thereof, or any information or instruments derived therefrom, shall be provided to the CAB immediately upon termination of this Agreement.

II. COMPENSATION

2.1 Compensation. The Consultant shall be paid on a time and materials basis on the rates as set forth in **Exhibit B**, attached hereto and incorporated herein by this reference, unless otherwise approved in advance by the CAB through a written change order in form substantially as attached hereto as **Exhibit D** ("**Change Order**").

2.2 Monthly Invoices and Payments. The Consultant shall submit to the CAB a monthly invoice, in a form acceptable to the CAB. Invoices shall be submitted and paid no more frequently than once a month.

2.3 Expenses. The Consultant is responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as set forth in **Exhibit B**, unless otherwise approved in advance by the CAB in writing.

2.4 Subject to Annual Budget and Appropriation; CAB Debt. The CAB does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The performance of those obligations of the CAB hereunder requiring budgeting and appropriation of funds is subject to annual budgeting and appropriation. Nothing herein constitutes or creates an indebtedness or debt of the CAB within the meaning of any Colorado constitutional provision or statutory limitation.

III. TERM AND TERMINATION

3.1 Term. The term of this Agreement shall begin on the date set forth above, and shall expire on May 31, 2022. Extensions of this Agreement must be pursuant to a Change Order executed by both Parties.

3.2 Termination. The CAB may terminate this Agreement for convenience or for cause, in whole or in part, by written notice of termination given to the Consultant at least thirty (30) days prior to the effective date of such termination. The Consultant may terminate this

Agreement for convenience or for cause, in whole or in part, by written notice of termination given to the CAB at least thirty (30) days prior to the effective date of such termination. Any termination notice provided pursuant to this Section 3.2 shall specify the extent of termination and the effective date of the same.

The CAB shall pay the Consultant for all Services satisfactorily performed through the termination date.

IV. INDEMNIFICATION AND INSURANCE

4.1 Indemnification. The Consultant hereby agrees to indemnify, defend and hold the CAB and its affiliated entities or other persons or entities designated by the CAB, and their respective directors, trustees, officers, members, managers, agents and employees (collectively, the "**Indemnitees**"), harmless from any and all liability for damage, including, but not limited to, the reimbursement of attorneys' fees and costs, arising out of death or bodily injury to persons or damage to property, in such amount that is represented by the degree or percentage of negligence or fault attributable to the Consultant and/or its agents, representatives, subcontractors, or suppliers.

4.2 Insurance Requirements. The Consultant shall procure, at its sole cost and expense, the insurance coverages set forth below, which insurance shall be placed with insurance companies rated at least "A:XIII" by A.M. Best Company. The Consultant shall give notice to the CAB at least thirty (30) days prior to the cancellation or nonrenewal of such policies. The Consultant shall give notice to the CAB within five (5) business days, or as soon as practicable, of any modification of any such policies. Consultant's cost of maintaining the insurances required hereunder shall not be considered a reimbursable expense of the Consultant. The Consultant shall, upon request, promptly furnish the CAB with copies of policies obtained pursuant to this Section 4.2. Prior to commencing the Services, the Consultant shall furnish the CAB with certificates evidencing such insurance and provided further, however, with respect to the Workers' Compensation Insurance required below, the Consultant must furnish to the CAB, prior to the commencement of any Services, duly executed and validated forms as prescribed by the state authority having jurisdiction evidencing that such insurance is in full force and effect. The CAB shall not pay any invoices until Consultant provides the certificates evidencing such insurance and Workers' Compensation coverage.

(a) Liability Insurance Coverage.

(i) Workers' Compensation Insurance. A Workers' Compensation Insurance Policy in form and substance reasonably acceptable to the CAB and in an amount not less than the statutory benefits, including Employer's Liability Insurance with limits of liability of not less than (i) $500,000 for bodily injury by accident, each accident; (ii) $500,000 for bodily injury by disease, each employee; and (iii) $500,000 aggregate liability for disease. The Workers' Compensation Insurance Policy, or an endorsement to such policy, must include a waiver of subrogation in favor of the CAB.

(ii) Commercial General Liability Insurance. A Commercial General Liability Insurance Policy written on an occurrence basis, in form and substance reasonably acceptable to the CAB, which policy shall include, without limitation, the CAB as an additional insured, a waiver of subrogation endorsement in favor of the CAB, cross liability and severability of interest endorsements, endorsements providing that the coverage afforded by the insurance policy or policies is primary and non-contributing with any other insurance maintained by or available to the CAB, and appropriate language providing the following coverages: Premises and Operations Liability; Personal Injury Liability; Broad Form Property Damage Liability; Contractual Liability supporting the Consultant's indemnification agreements in favor of the CAB; Completed Operations and Products Liability; and Independent Contractor's Protective Liability. The Commercial General Liability Insurance Policy must be written with a combined single limit of liability of not less than $1,000,000 for each occurrence of bodily injury and/or property damage and an annual aggregate of liability of not less than $2,000,000 for bodily injury and/or property damage, and an annual aggregate of liability of not less than $2,000,000 for Completed Operations and Products Liability.

(iii) Automobile Liability Insurance. An Automobile Liability Insurance Policy written on a per accident basis, in form and substance reasonably acceptable to the CAB. The Automobile Liability Insurance Policy must provide coverage for all owned, hired, rented and nonowned automobiles, and must include uninsured motorist coverages. The Automobile Liability Insurance Policy must be written with a combined single limit of liability of not less than $1,000,000 for each accident for bodily injury and/or property damage.

(iv) Excess Liability Insurance. An Excess Liability Insurance Policy written in excess of the coverages provided by the insurance policies described in the preceding Subsections 4.2(a)(i) - (iii), in form and substance reasonably acceptable to the CAB, which policy will include the CAB as additional insured. The Excess Liability Insurance Policy must be written with a combined single limit of not less than $1,000,000 for each occurrence of bodily injury/or property damage and annual aggregate.

(b) Failure to Obtain and Obligation to Maintain Insurance. If the Consultant fails to furnish and maintain insurance as required by this Section 4.2, the CAB may purchase such insurance on behalf of the Consultant and deduct the cost of such insurance premium(s) from the compensation otherwise owed to the Consultant, and the Consultant shall furnish to the CAB any information needed to obtain such insurance. Except as otherwise expressly provided herein, all insurance policies required by the terms of this section shall be kept in full force and effect until the date of final payment to the Consultant for the Services specified in this Agreement. Notwithstanding anything to the contrary contained in this Agreement, the foregoing insurance requirements are in no way intended to, and will not in any manner, limit or qualify the liabilities and/or indemnities assumed by the Consultant under or pursuant to this Agreement.

(c) Effect of Approval or Acceptance of Insurance. CAB acceptance and/or approval of any or all of the insurances required hereunder does not and shall not be construed to relieve Consultant from any obligations, responsibilities or liabilities under this Agreement.

V. MISCELLANEOUS

5.1 Assignment. The Consultant shall not assign any of its rights or delegate any of its duties hereunder to any person or entity. Any purported assignment or delegation in violation of the provisions hereof shall be void and of no effect.

5.2 Modification; Amendment. This Agreement may be amended from time to time by agreement between the Parties hereto; provided, however, that no amendment, modification, or alteration of the terms or provisions hereof shall be binding upon the CAB or the Consultant unless the same is in writing and duly executed by the Parties.

5.3 Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

5.4 Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

5.5 Governing Law and Jurisdiction. This Agreement shall be governed and construed under the laws of the State of Colorado. Venue for any legal action relating to this Agreement shall be exclusive to the State CAB Court in and for the County of Arapahoe, Colorado.

5.6 Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

5.7 Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the CAB and the Consultant any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the CAB and the Consultant shall be for the sole and exclusive benefit of the CAB and the Consultant.

5.8 Notices. All notices, demands, requests or other communications to be sent by one Party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the addressee or by courier delivery via FedEx or other nationally recognized overnight air courier service, by electronically-confirmed email transmission, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To CAB:	Sky Ranch Community Authority Board c/o CliftonLarsonAllen LLP 370 Interlocken Blvd., Suite 500 Broomfield, CO 80021 Phone: 303-466-8822 Email: ljohnson@claconnect.com Attn: Lisa Johnson
With a Copy To:	McGeady Becher P.C. 450 E. 17th Avenue, Suite 400 Denver, CO 80203 Phone: (303) 592-4380 Email: legalnotices@specialdistrictlaw.com
To Consultant:	Brightview Landscape Services, Inc. 12570 E. 39th Avenue Denver, CO 80239 Phone: (303) 288-2701 Email: Attn:

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with FedEx or other nationally recognized overnight air courier service, upon electronic confirmation of email transmission, or three (3) business days after deposit in the United States mail. By giving the other Party hereto at least ten (10) days' written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

5.9 Default/Remedies. If either Party fails to perform any of its responsibilities, obligations or agreements to be performed in accordance with the provisions of this Agreement, and if such failure of performance continues for a period of thirty (30) days following written notice of default from the other Party (or such additional period of time as may reasonably be required to cure such default; provided that the curative action is commenced within such thirty (30) day period and is diligently and continuously pursued to completion), then the non-defaulting Party, at its option, may elect (i) to treat this Agreement as remaining in full force and effect; or (ii) terminate this Agreement as of any specified date. The non-defaulting Party shall additionally be entitled to exercise all remedies available at law or in equity. In the event of any litigation or other proceeding to enforce the terms, covenants or conditions hereof, the non-defaulting Party in any such litigation or other proceeding shall obtain as part of its judgment or award its reasonable attorneys' fees.

5.10 Instruments of Further Assurance. Each Party covenants it will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered, such acts, instruments, and transfers as may reasonably be required for the performance of their obligations hereunder.

5.11 Compliance with Law. This Agreement is intended to be performed in accordance with and only to the extent permitted by all applicable laws, ordinances, rules, and regulations of the jurisdiction in which the Agreement is performed. The Consultant declares it has complied and will comply with all federal, state and local laws regarding business permits, certificates and licenses required to perform the Services.

5.12 Non-Waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed to be a waiver of any subsequent default hereunder. Notwithstanding any provision to the contrary in this Agreement, no term or condition of this Agreement shall be construed or interpreted as a waiver, either expressed or implied, of any of the immunities, rights, benefits or protection provided to the CAB under the Colorado Governmental Immunity Act.

5.13 Inurement. This Agreement shall inure to and be binding on the heirs, executors, administrator, successors, and permitted assigns of the Parties hereto.

5.14 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

5.15 Conflicts. If any term or provision(s) in any Exhibit attached as part of this Agreement conflicts with any term or provision(s) in the body of this Agreement, the term or provision(s) contained in the body of this Agreement shall control.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO SERVICE AGREEMENT]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

Consultant:
BRIGHTVIEW LANDSCAPE SERVICES, INC.
By: _____
Its: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____, as _____ of Brightview Landscape Services, Inc.

Witness my hand and official seal.

My commission expires: _____

_____
Notary Public

CAB:
SKY RANCH COMMUNITY AUTHORITY BOARD
By: _____
President

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by Mark Harding, as President of Sky Ranch Community Authority Board.

Witness my hand and official seal.

My commission expires: _____

_____
Notary Public

EXHIBIT A
SCOPE OF SERVICES

The Consultant shall perform snow removal services on public sidewalks at the locations indicated on the map attached as **Exhibit A-1**.

The trigger depth for Public Sidewalks shall be 2 inches (2").

The use of de-icing material:	[Select One:] ☐ is NOT permitted in any location. ☐ is permitted in any location. ☐ is permitted in ONLY the following locations (list with specificity): _____ _____ _____

EXHIBIT A-1
SERVICE AREA MAP

EXHIBIT B
COMPENSATION

Category	Area	Service/Description	Unit	Minimum Charge	Rate/Price
Time and materials	ALL	Crew Member	Per hour	1 hour	$62.00
Time and materials	ALL	Utility Vehicles (ATV. Kubota, etc.)	Per hour	1 hour	$105.00
Time and materials	ALL	Snowrator	Per hour	1 hour	$105.00
Time and materials	ALL	Bag Ice Melt	Per bag	1 bag	$45.00
Time and materials	ALL	Skid Steer	Per hour	1 hour	$155.00

EXHIBIT C
CERTIFICATION OF CONSULTANT

1. Pursuant to the requirements of Section 8-17.5–102(1), C.R.S., the Consultant hereby certifies to the CAB that the Consultant does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that it will participate in the E-Verify Program or Department Program (as defined in Sections 8-17.5-101(3.3) and (3.7), C.R.S.) in order to confirm the employment eligibility of all employees of the Consultant who are newly hired to perform work under the Agreement.

2. In accordance with Section 8-17.5-102(2)(a), C.R.S., the Consultant shall not:

(a) Knowingly employ or contract with an illegal alien to perform work under the Agreement; or

(b) Enter into a contract with a subcontractor that fails to certify to the Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

3. The Consultant represents and warrants it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program or the Department Program.

4. The Consultant is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the Agreement is in effect.

5. If the Consultant obtains actual knowledge that a subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, the Consultant shall:

(a) Notify the subcontractor and the CAB within three (3) days that the Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(b) Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that the Consultant shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

6. The Consultant shall comply with any reasonable request by the Colorado Department of Labor and Employment ("**Department**") made in the course of an investigation that the Department is undertaking, pursuant to the law.

7. If the Consultant violates any provision of Section 8-17.5–102(1), C.R.S., the CAB may terminate the Agreement immediately and the Consultant shall be liable to the CAB for actual and consequential damages of the CAB resulting from such termination, and the CAB shall report such violation by the Consultant to the Colorado Secretary of State, as required by law.

EXHIBIT D

FORM OF CHANGE ORDER

Change Order No:	**Date Issued**:
Name of Agreement:	
Date of Agreement:	**CAB**:
Other Party/Parties:	

CHANGE IN SCOPE OF SERVICES (describe):

CHANGE IN AGREEMENT PRICE:	**CHANGE IN TERM OF AGREEMENT:**
Original Price: $_____	Original Term: Expires _____, 20___
Increase of this Change Order: $_____	New Term: Expires _____, 20___
Price with all Approved Change Orders: $_____	Agreement Time with all Approved Change Orders:

APPROVED:		**APPROVED**:	
By:		By:	
	CAB		**Consultant**

CliftonLarsonAllen

Manager Memorandum

TO: Sky Ranch Community Authority Board

FROM: Celeste Terrell, District Community Manager, CliftonLarsonAllen LLP

RE: Outline of all items processed since last meeting

MEETING DATE: Friday, October 9th, 2021

ACC Requests

9 architectural requests have been received since the last meeting. Most of the requests were for backyard landscaping, solar panels, driveway extension and fence installation. All requests were approved.

Violation Report

Inspection of the Community was completed on September 8th and September 22nd resulting in 11 violation notices being sent to owners. Violations were for lawn maintenance and unsightly conditions.

All requests and violations have been entered into Workforce for tracking.

Please let us know if there are any questions.

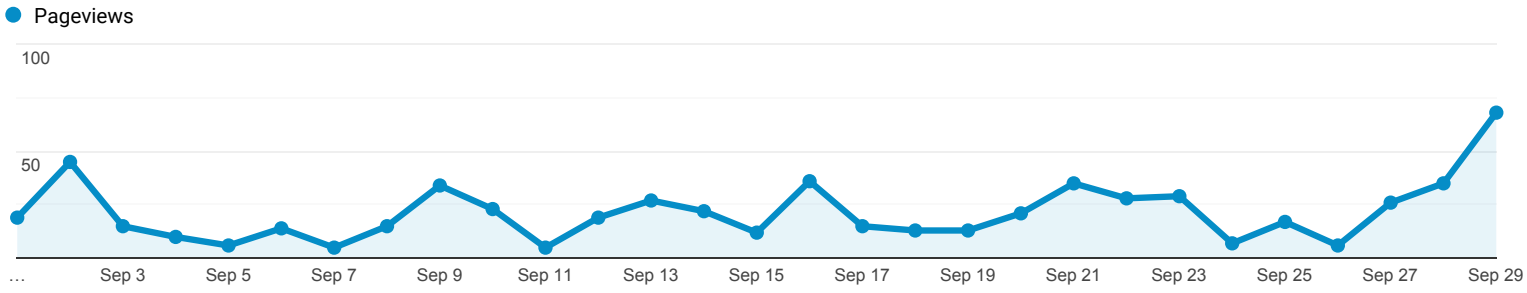
Celeste Terrell, CMCA, AMS
Community Manager

Content Drilldown

All Users
100.00% Pageviews

Sep 1, 2021 - Sep 29, 2021

Explorer



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		620 % of Total: 100.00% (620)	453 % of Total: 100.00% (453)	00:00:54 Avg for View: 00:00:54 (0.00%)	53.45% Avg for View: 53.45% (0.00%)	37.42% Avg for View: 37.42% (0.00%)
1.	/	192 (30.97%)	133 (29.36%)	00:01:06	38.52%	42.19%
2.	/your-community/	122 (19.68%)	104 (22.96%)	00:00:43	88.46%	50.82%
3.	/resource-center/	62 (10.00%)	48 (10.60%)	00:01:44	63.16%	48.39%
4.	/services	42 (6.77%)	20 (4.42%)	00:00:16	0.00%	7.14%
5.	/contact-us	27 (4.35%)	22 (4.86%)	00:01:38	71.43%	51.85%
6.	/your-community	27 (4.35%)	15 (3.31%)	00:00:08	0.00%	3.70%
7.	/meetings	20 (3.23%)	13 (2.87%)	00:00:10	100.00%	15.00%
8.	/rangeview-metropolitan-district-water/	20 (3.23%)	13 (2.87%)	00:02:54	25.00%	45.00%
9.	/resource-center	17 (2.74%)	13 (2.87%)	00:00:08	0.00%	11.76%
10.	/waste-management	15 (2.42%)	9 (1.99%)	00:01:14	25.00%	40.00%

Rows 1 - 10 of 35

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