



**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 REGULAR MEETING AND AGENDA

**DATE:** October 13, 2023  
**TIME:** 8:30 a.m.  
**LOCATION:** Pure Cycle Corporation  
 34501 E. Quincy Avenue  
 Building 65, Suite A  
 Watkins, CO 80137

AT LEAST ONE INDIVIDUAL, INCLUDING CERTAIN BOARD MEMBERS AND CONSULTANTS OF THE CAB WILL BE PHYSICALLY PRESENT AND WILL ATTEND THIS MEETING IN PERSON AT THE ABOVE-REFERENCED LOCATION. HOWEVER, 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\\_ZGM0MWQyZDMtNjY4ZS00NDNmLWE1MzAtYzU4MzY4OTE1ZWZm%40thread.v2/0?context=%7b%22Tid%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22Oid%22%3a%227e78628f-89cd-4e97-af6c-60df84b55ffe%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZGM0MWQyZDMtNjY4ZS00NDNmLWE1MzAtYzU4MzY4OTE1ZWZm%40thread.v2/0?context=%7b%22Tid%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22Oid%22%3a%227e78628f-89cd-4e97-af6c-60df84b55ffe%22%7d)

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

Phone Conference ID: **388 334 668#**



<u>Board of Directors</u>	<u>Office</u>	<u>Term Expires</u>
Mark Harding	President (representing MD 1)	May, 2027
Joe Knopinski	Vice President (representing MD 5)	May, 2025
VACANT	Treasurer (representing MD 5)	May, 2027
Dirk Lashnits	Assistant Secretary (representing MD 5)	May, 2025
Scott E. Lehman	Secretary (representing MD 3)	May, 2027

## **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.

## **II. CONSENT AGENDA**

- A. Approve Minutes from the September 8, 2023 Regular Meeting (enclosure).

## **III. PUBLIC COMMENT**

- A. 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.)

## **IV. SKY RANCH CITIZENS ADVISORY COMMITTEE (“CAC”) MATTERS**

- A. CAC presentation to the CAB Board regarding CAC recommendations, if any.

## **V. FINANCIAL MATTERS**

- A. Review and accept the schedule of cash position as of June 30, 2023, updated as of October 9, 2023, accounts receivable summaries, tax schedules, and developer advance schedule (enclosure).
- B. Consider approval and/or ratification of payables through October 6, 2023 in the amount of \$1,152,257.78 (enclosure).
- C. Review and discuss the need for a 2023 Budget Amendment (*First Reading*) (enclosure).



- D. Review and discuss the 2024 Draft Budget (*First Reading*) (enclosure).

## VI. CONSTRUCTION MATTERS

- A. Project Manager's Report (enclosure).
- B. Engineer's Report (enclosure).
- C. Review and consider approval of Master Service Agreement ("MSA") for Civil Engineering Services with Westwood Professional Services, Inc. (enclosure).
- a. Review and consider approval of Task Order No. 1 to the MSA with Westwood Professional Services, Inc. for Filing No. 7 surveying and engineering services in the amount of \$259,000.00 (enclosure).
- D. Review and consider approval of Task Order No. 16 to the MSA with KT Engineering for Filing 4 pond, school and Monaghan & 10<sup>th</sup> staking in an amount not to exceed \$10,020.00.
- E. Review and consider approval of Task Order No. 17 to the MSA with KT Engineering for Filing 5 sanitary as-builts in an amount not to exceed \$2,900.
- D. Review and consider approval of Cost Certification No. 8 prepared by Independent District Engineering Services, LLC in the amount of \$311,117.93 (enclosure).
- E. Phase I (Filing Nos. 1, 2 and 3) Construction Matters:
- |    |                                |       |
|----|--------------------------------|-------|
| 1. | <b>Drainage and Utilities:</b> | None. |
| 2. | <b>Roadway Improvements:</b>   | None. |
| 3. | <b>Grading/Earthwork:</b>      | None. |
| 4. | <b>Landscape Improvements:</b> |       |
|    | <u>Phase 1</u>                 | None. |
|    | <u>Phase 2</u>                 | None. |
|    | <u>Phase 3</u>                 | None. |
- F. Phase II (Filing No. 4) Construction Matters:



1. **Grading/Earthwork:** None.
2. **Drainage and Utilities:** Consider approval of Pay Application No. 22 to the Construction Contract with Nelson Pipeline Constructors, LLC in the amount of \$64,056.17.
3. **Erosion Control:** Consider approval of Pay Application No. 9 to the Erosion Control Contract with Pure Cycle Corporation in the amount of \$106,809.69.
4. **Roadway Improvements:**
  - Paving/Asphalt Consider approval of Change Order No. 14 to the Paving Contract with Martin Marietta Materials, Inc. for costs associated with mobilization needed for mud removal and base replacement on Monaghan Road in an amount not to exceed \$7,294.00.
  - Consider approval of Pay Application No. 16 to the Paving Contract with Martin Marietta Materials, Inc. in the amount of \$6,929.30.
  - Concrete/Striping/Signage Consider approval of Change Order No. 18 to the Construction Contract with Premier Earthworks & Infrastructure, Inc. ("PEI") for costs associated with additional scope for mobilization and installation of signage along Carrie Street in amount not to exceed \$7,932.05.
  - Consider approval of Change Order No. 19 to the Construction Contract with PEI for costs associated with additional scope for mobilization demolition, and construction of medians at 10<sup>th</sup> & Monaghan in amount not to exceed \$67,678.00.
  - Consider approval of Pay Application No. 19 to the Construction Contract with PEI in the amount of \$7,932.05.



- 5. Landscape:** Consider approval of Change Order No. 7 to the Landscape Contract with Consolidated Divisions, Inc. (“CDI”) for costs for the mobilization and herbicide treatment for de-weeding landscape areas within the contract in an amount not to exceed \$3,250.00.

Consider approval of Pay Application No. 9 to the Landscape Contract with CDI in the amount of \$290,808.11.

- 6. Fencing** Consider approval of Pay Application No. 7 to the Fencing Contract with Pure Cycle Corporation in the amount of \$11,030.30.

G. Phase II (Filing No. 5) Construction Matters:

- 1. Grading/Earthwork:** None.
- 2. Drainage and Utilities:** Consider approval of Pay Application No. 4 to the Construction Contract with American West Construction, LLC in the amount of \$687,463.32.
- 3. Erosion Control:** Consider approval of Pay Application No. 1 to the GESC Contract with Pure Cycle Corporation in the amount of \$34,200.00.
- 4. Roadway Improvements:**
- Paving/Asphalt None.
- Concrete/Striping/Signage None.
- 5. Landscape:** None.

**VII. LEGAL MATTERS**

- A. Executive Session (if necessary).

**VIII. COMMUNITY MANAGEMENT / COVENANT CONTROL / OPERATIONS**

- A. Review and consider approval of proposal from CDI for 2024 Landscape Maintenance Services (enclosure). Consider approval of Service Agreement for same.



- B. Review proposals for snow removal services and consider approval (enclosures).
- C. Review and consider proposals for Fall 2023 seasonal lighting (to be distributed). Consider approval of Service Agreement for same.
- D. Community Manager's Update (enclosure).
  - a. Discuss and consider community event request (enclosure).

**IX. OTHER BUSINESS**

- A. Confirm quorum for November 10, 2023 Board meeting (*Second and Final Reading – 2024 Budget*).

**X. ADJOURNMENT**

**Informational Enclosure:**

Monthly summary of website usage (enclosure).

***The Next Regular Board Meeting is Scheduled for  
November 10, 2023***



## RECORD OF PROCEEDINGS

---

### MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE SKY RANCH COMMUNITY AUTHORITY BOARD (“CAB”) HELD SEPTEMBER 8, 2023

A regular meeting of the Board of Directors (referred to hereafter as the “**Board**”) of the CAB convened on September 8, 2023, at 8:30 a.m. at Pure Cycle Corporation, 34501 E. Quincy Ave., Bldg. 65, Suite A, Watkins, CO 80137. 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  
 Scott Lehman, Secretary  
 Dirk Lashnits, Assistant Secretary

**Also in Attendance Were:**

Lisa Johnson, Celeste Terrell, Alexander Clem, and Cathee Sutton (for a portion of the meeting); CliftonLarsonAllen LLP (“**CLA**”)  
 Suzanne Meintzer, Esq.; McGeady Becher P.C.  
 Stan Fowler; Independent District Engineering Services, LLC (“**IDES**”) (for a portion of the meeting)  
 Cyrena Finnegan, Deb Saya, and Marc Spezialy; Pure Cycle Corporation  
 Adam Haskin; Sky Ranch Metropolitan District No. 1 Board Member

**Members of the Public in Attendance:**

Tammy Lezov

**ADMINISTRATIVE  
MATTERS**

Ms. Johnson called the meeting to order.

**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 noted that all Directors’ Disclosure Statements were filed. 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. No additional conflicts were disclosed at the meeting.



## RECORD OF PROCEEDINGS

**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 regular meeting. Following discussion, upon a motion duly made by Director Harding, seconded by Director Lashnits and, upon vote, unanimously carried, the Board approved the agenda, as amended.

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 Harding, 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.

**CONSENT AGENDA** The Board considered the following items under the Consent Agenda:

- Approval of the Minutes of the August 11, 2023 Special Meeting.
- Ratify approval of County/CAB/Developer Funding Agreement – I-70/Monaghan (Reconstruction, Improvement, 1601 Interchange Design), Arapahoe County Project Number: C22-15, with Arapahoe County.

Upon a motion duly made by Director Lashnits, seconded by Director Lehman and, upon vote, unanimously carried, the Board approved the Consent Agenda items.

**PUBLIC COMMENT** Ms. Lezov addressed the Board regarding street lighting. She feels that the current lights are minimal, and it is rather dark out, especially along the river. Director Harding responded that the CAB would investigate options for mitigating this concern.

**CITIZENS  
ADVISORY  
COMMITTEE  
("CAC") MATTERS**

**CAC Presentation on Recommendations:** None.

**FINANCIAL  
MATTERS**

**Schedule of Cash Position as of June 30, 2023, Updated as of August 31, 2023, Accounts Receivable Summaries, Tax Schedules, and Developer Advance Schedule:** Following a presentation by Ms. Sutton, upon a motion duly made by Director Knopinski, seconded by Director Harding and, upon vote, unanimously carried,





## RECORD OF PROCEEDINGS

the Board accepted the Schedule of Cash Position as of June 30, 2023, updated as of August 31, 2023, the accounts receivable summaries, tax schedules and developer advance schedule.

**Payables through September 1, 2023:** The Board reviewed the payables through September 1, 2023. Following review, upon a motion duly made by Director Knopinski, seconded by Director Lehman and, upon vote, unanimously carried, the Board approved the payables through September 1, 2023, in the amount of \$1,063,269.81.

### CONSTRUCTION MATTERS

**Project Manager's Report:** Director Lashnits presented the Project Manager's Report.

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

**Cost Certification Report No. 8 for Phase II, Filing Nos. 4-7, Prepared by IDES in the Amount of \$2,657,237.13:** Mr. Fowler presented Cost Certification Report No. 8 to the Board. Following review and discussion, upon a motion duly made by Director Knopinski, seconded by Director the Board approved Cost Certification Report No. 8 for Phase II, Filing Nos. 4-7 by IDES in the amount of \$2,657,237.13.

**Proposal from Consolidated Divisions Inc. dba Nature's Workforce for Crusher Fines Paths in Neighborhood B, E. 6<sup>th</sup> Ave. and Monaghan Rd. in the Amount of \$73,540.00:** The Board determined to defer this item.

**Proposal from Consolidated Divisions Inc. dba Nature's Workforce for Native Regrade for Drainage in Neighborhood B, E. 6<sup>th</sup> Ave. and Monaghan Rd. in the Amount of \$14,886.98:** The Board determined to defer this item.

**Task Order No. 5 to the Master Services Agreement with MPi Designs, LLC for Phase II Construction Administration in the Amount Not to Exceed \$3,800.00:** Director Lashnits presented Task Order No. 5 to the Board. Following review and discussion, upon a motion duly made by Director Harding, seconded by Director Knopinski and, upon vote, unanimously carried, the Board approved Task Order No. 5 to the Master Services Agreement with MPi Designs, LLC for Phase II construction administration in the amount not to exceed \$3,800.00.

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

**Drainage and Utilities:** None.

**Roadway Improvements:** None.



## RECORD OF PROCEEDINGS

---

**Grading/Earthwork:** None.

**Landscape Improvements:**

*Phase 1:* None.

*Phase 2:* None.

*Phase 3:* None.

**PHASE II (FILING NO. 4) CONSTRUCTION MATTERS:**

**Grading/Earthwork:** None.

**Drainage and Utilities:**

**Change Order No. 21 to the Construction Contract with Nelson Pipeline Constructors, LLC for costs associated with installing grade rings for final adjustment of manhole elevations outside of paving areas north of 6<sup>th</sup> Ave. in an amount not to exceed \$9,494.32:** Following discussion, upon a motion duly made by Director Harding, seconded by Director Knopinski and, upon vote, unanimously carried, the Board approved Change Order No. 21 to the Construction Contract with Nelson Pipeline Constructors, LLC for costs associated with installing grade rings for final adjustment of manhole elevations outside of paving areas north of 6<sup>th</sup> Ave. in an amount not to exceed \$9,494.32.

**Change Order No. 22 to the Construction Contract with Nelson Pipeline Constructors, LLC for costs associated with raising manholes back to existing grade in the detention pond area in an amount not to exceed \$11,378.39:** Following discussion, upon a motion duly made by Director Harding, seconded by Director Knopinski and, upon vote, unanimously carried, the Board approved Change Order No. 22 to the Construction Contract with Nelson Pipeline Constructors, LLC for costs associated with raising manholes back to existing grade in the detention pond area in an amount not to exceed \$11,378.39.

**Pay Application No. 21 to the Construction Contract with Nelson Pipeline Constructors, LLC in the amount of \$28,226.41:** Following discussion, upon a motion duly made by Director Harding, seconded by Director Knopinski and,



## RECORD OF PROCEEDINGS

---

upon vote, unanimously carried, the Board approved Pay Application No. 21 to the Construction Contract with Nelson Pipeline Constructors, LLC in the amount of \$28,226.41.

### **Erosion Control:**

**Change Order No. 7 to the Erosion Control Contract with Pure Cycle Corporation for costs associated with maintaining BMPs through December 2023 in an amount not to exceed \$100,000.00:** Following discussion, upon a motion duly made by Director Harding, seconded by Director Knopinski and, upon vote, unanimously carried, the Board approved Change Order No. 7 to the Erosion Control Contract with Pure Cycle Corporation for costs associated with maintaining BMPs through December 2023 in an amount not to exceed \$100,000.00.

### **Roadway Improvements:**

#### *Paving/Asphalt:*

**Pay Application No. 15 to the Construction Contract with Martin Marietta Materials, Inc. in the amount of \$58,457.49 (\$61,534.20 District portion):** Following discussion, upon a motion duly made by Director Harding, seconded by Director Knopinski and, upon vote, unanimously carried, the Board approved Pay Application No. 15 to the Construction Contract with Martin Marietta Materials, Inc. in the amount of \$58,457.49 (\$61,534.20 District portion).

#### *Concrete/Striping/Signage:*

**Change Order No. 17 to the Construction Contract with Premier Earthworks & Infrastructure, Inc. ("PEI") for costs associated with remobilization to complete the final section of curb and gutter at the intersection of E. 10th Ave and N. Monaghan Rd. in amount not to exceed \$1,982.34:** Following discussion, upon a motion duly made by Director Harding, seconded by Director Knopinski and, upon vote, unanimously carried, the Board approved Change Order No. 17 to the Construction Contract with PEI for costs associated with remobilization to complete the final section of curb and gutter at the intersection of E. 10<sup>th</sup> Ave and N. Monaghan Rd. in amount not to exceed \$1,982.34.



## RECORD OF PROCEEDINGS

---

**Pay Application No. 17 to the Construction Contract with PEI in the amount of \$61,903.69 for partial retainage release:** Following discussion, upon a motion duly made by Director Harding, seconded by Director Knopinski and, upon vote, unanimously carried, the Board approved Pay Application No. 17 to the Construction Contract with PEI in the amount of \$61,903.69 for partial retainage release.

**Pay Application No. 18 to the Construction Contract with PEI in the amount of \$187,610.60:** Following discussion, upon a motion duly made by Director Harding, seconded by Director Knopinski and, upon vote, unanimously carried, the Board approved Pay Application No. 18 to the Construction Contract with PEI in the amount of \$187,610.60.

**Landscape:** None.

**Fencing:** None.

### **PHASE II (FILING NO. 5) CONSTRUCTION MATTERS:**

**Grading/earthwork:** None.

#### **Drainage and Utilities:**

**Change Order No. 1 to the Construction Contract with American West Construction, LLC for costs associated with reconditioning of an existing sediment pond near Alley 8 which involved excavating and mixing soil to meet compaction requirements in an amount not to exceed \$17,175.00:** Following discussion, upon a motion duly made by Director Harding, seconded by Director Knopinski and, upon vote, unanimously carried, the Board approved Change Order No. 1 to the Construction Contract with American West Construction, LLC for costs associated with reconditioning of an existing sediment pond near Alley 8 which involved excavating and mixing soil to meet compaction requirements in an amount not to exceed \$17,175.00.

**Pay Application No. 3 to the Construction Contract with American West Construction, LLC in the amount of \$535,548.25:** Following discussion, upon a motion duly made by Director Harding, seconded by Director Knopinski and, upon vote, unanimously carried, the Board approved Pay Application No. 3 to the Construction Contract with American West Construction, LLC in the amount of \$535,548.25.



## RECORD OF PROCEEDINGS

---

**Erosion Control:** None.

**Roadway Improvements:**

*Paving/Asphalt:* None.

*Concrete/Striping/Signage:* None.

**Landscape:** None.

**LEGAL MATTERS**

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

**COMMUNITY  
MANAGEMENT /  
COVENANT  
CONTROL /  
OPERATIONS**

**Community Manager's Report:** Ms. Terrell presented her report to the Board. There were no comments from the Board.

**OTHER BUSINESS**

**Quorum for October 13, 2023 Board Meeting:** The Board confirmed a quorum for the October 13, 2023 Board meeting. Director Knopinski noted that he will not be available for the October meeting.

**ADJOURNMENT**

There being no further business to come before the Board at this time, Director Harding adjourned the meeting at 9:39 a.m.

Respectfully submitted,

By: \_\_\_\_\_  
Secretary for the Meeting

**SKY RANCH COMMUNITY AUTHORITY BOARD**  
 Schedule of Cash Position  
 June 30, 2023  
 Updated as of October 10, 2023

	General Fund	O&M Fee Fund	Alley Assmt Fee Fund	2019 Debt Service Fund	2022 Debt Service Fund	Capital Projects Fund	Regional Improvements Fund	Total
<b><u>In Bank - Checking Account</u></b>								
Balance as of 6/30/23	\$ 155,445.46	\$ 152,107.82	\$ 7,425.00	\$ 0.17	\$ 0.06	\$ 135,388.15	\$ 69,426.15	\$ 519,792.81
Subsequent activities:								
7/10/23 - Tax Distribution - (SRMD Nos. 1,3,5)	67,848.21	-	-	331,376.27	5,019.92	-	5,469.05	409,713.45
7/10/23 - Developer Advance/Reimbursement for Dev. Costs	-	-	-	-	-	181,386.25	-	181,386.25
7/24/23 - Checks 1524-1530	(610.25)	(4,144.09)	-	(331,376.22)	(5,019.92)	(51,172.02)	-	(392,322.50)
7/26/23 - PNP Fees	(74.53)	-	-	-	-	-	-	(74.53)
July O&M Fee Deposits	-	15,223.84	-	-	-	-	-	15,223.84
July ACH Payments	(33,351.37)	(46,130.90)	-	-	-	(129,603.98)	-	(209,086.25)
July PIF Fee Deposits	41,738.88	-	-	-	-	-	-	41,738.88
8/10/23 - Tax Distribution - (SRMD Nos. 1,3,5)	1,925.53	-	-	4,320.10	2,426.51	-	2,893.22	11,565.36
8/14/23 - Developer Advance/Reimbursement for Dev. Costs	-	-	-	-	-	1,074,013.81	-	1,074,013.81
8/24/23 - Checks 1531-1539	(22,325.19)	(5,288.00)	-	(4,320.10)	(2,426.52)	(856,042.15)	-	(890,401.96)
8/24/23 - PNP Fees	-	(398.82)	-	-	-	-	-	(398.82)
August O&M Fee Deposits	-	78,902.21	-	-	-	-	-	78,902.21
August ACH Payments	(34,165.55)	(179,123.43)	-	-	-	(217,971.66)	-	(431,260.64)
9/8/23 - Developer Advance/Reimbursement for Dev. Costs	-	-	-	-	-	978,120.41	-	978,120.41
9/10/23 - Tax Distribution - (SRMD Nos. 1,3,5)	2,269.28	-	-	5,918.23	2,042.62	-	2,594.66	12,824.79
9/11/23 - Checks 1540-1549	(9,000.00)	(520.00)	-	(5,918.23)	(2,042.62)	(885,480.09)	-	(902,960.94)
9/27/23 - PNP Fees	-	(1,138.26)	-	-	-	-	-	(1,138.26)
September O&M Fee Deposits	-	51,575.01	-	-	-	-	-	51,575.01
September PIF Deposits	115,093.32	-	-	-	-	-	-	115,093.32
September ACH Payments	(18,556.98)	(50,325.80)	-	-	-	(92,640.32)	-	(161,523.10)
10/10/23 - Tax Distribution - (SRMD Nos. 1,3,5)	921.84	-	-	1,803.70	-	-	465.00	3,190.54
October O&M Fee Deposits	-	1,767.00	-	-	-	-	-	1,767.00
<i>Anticipated balance</i>	<u>267,158.65</u>	<u>12,506.58</u>	<u>7,425.00</u>	<u>1,803.92</u>	<u>0.05</u>	<u>135,998.40</u>	<u>80,848.08</u>	<u>505,740.68</u>
<b><u>UMB - 2019A Revenue Fund</u></b>								
Balance as of 6/30/23	-	-	-	341,008.11	-	-	-	341,008.11
Subsequent activities:								
7/31/23 - Interest Income	-	-	-	1,373.42	-	-	-	1,373.42
8/31/23 - Interest Income	-	-	-	1,429.72	-	-	-	1,429.72
9/30/23 - Interest Income	-	-	-	1,342.42	-	-	-	1,342.42
<i>Anticipated balance</i>	<u>-</u>	<u>-</u>	<u>-</u>	<u>345,153.67</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>345,153.67</u>
<b><u>UMB - 2019A Bond Fund</u></b>								
Balance as of 6/30/23	-	-	-	1,021.03	-	-	-	1,021.03
Subsequent activities:								
7/31/23 - Interest Income	-	-	-	4.18	-	-	-	4.18
8/31/23 - Interest Income	-	-	-	4.33	-	-	-	4.33
9/30/23 - Interest Income	-	-	-	4.19	-	-	-	4.19
<i>Anticipated balance</i>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,033.73</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,033.73</u>
<b><u>UMB - 2019A Reserve Fund</u></b>								
Balance as of 6/30/23	-	-	-	924,133.62	-	-	-	924,133.62
Subsequent activities:								
7/31/23 - Interest Income	-	-	-	3,702.95	-	-	-	3,702.95
8/31/23 - Interest Income	-	-	-	3,874.46	-	-	-	3,874.46
9/30/23 - Interest Income	-	-	-	3,637.74	-	-	-	3,637.74
<i>Anticipated balance</i>	<u>-</u>	<u>-</u>	<u>-</u>	<u>935,348.77</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>935,348.77</u>
<b><u>UMB - 2019A Surplus Fund</u></b>								
Balance as of 6/30/23	-	-	-	473,620.58	-	-	-	473,620.58
Subsequent activities:								
7/31/23 - Interest Income	-	-	-	1,899.25	-	-	-	1,899.25
8/31/23 - Interest Income	-	-	-	1,985.67	-	-	-	1,985.67
9/30/23 - Interest Income	-	-	-	1,864.36	-	-	-	1,864.36
<i>Anticipated balance</i>	<u>-</u>	<u>-</u>	<u>-</u>	<u>479,369.86</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>479,369.86</u>
<b><u>UMB - 2019A Project Fund</u></b>								
Balance as of 6/30/23	-	-	-	-	-	4,796.76	-	4,796.76
Subsequent activities:								
7/31/23 - Interest Income	-	-	-	-	-	20.22	-	20.22
8/31/23 - Interest Income	-	-	-	-	-	21.08	-	21.08
9/30/23 - Interest Income	-	-	-	-	-	19.95	-	19.95
<i>Anticipated balance</i>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>4,858.01</u>	<u>-</u>	<u>4,858.01</u>
<b><u>UMB - 2019B Revenue Fund</u></b>								
Balance as of 6/30/23	-	-	-	-	-	-	-	-
Subsequent activities:								
8/24/23 - Pledged Revenue	-	-	-	4,320.10	-	-	-	4,320.10
8/31/23 - Interest Income	-	-	-	3.66	-	-	-	3.66
9/14/23 - Pledged Revenue	-	-	-	5,918.23	-	-	-	5,918.23
9/30/23 - Interest Income	-	-	-	29.34	-	-	-	29.34
<i>Anticipated balance</i>	<u>-</u>	<u>-</u>	<u>-</u>	<u>10,271.33</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>10,271.33</u>
<b><u>UMB - 2019B Bond Fund</u></b>								
Balance as of 6/30/23	-	-	-	1,682.51	-	-	-	1,682.51
Subsequent activities:								
7/31/23 - Interest Income	-	-	-	6.83	-	-	-	6.83
8/02/23 - Pledged Revenue	-	-	-	331,376.22	-	-	-	331,376.22
8/31/23 - Interest Income	-	-	-	1,319.41	-	-	-	1,319.41
9/30/23 - Interest Income	-	-	-	1,310.06	-	-	-	1,310.06
<i>Anticipated balance</i>	<u>-</u>	<u>-</u>	<u>-</u>	<u>335,695.03</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>335,695.03</u>
<b><u>UMB - 2019B Project Fund</u></b>								
Balance as of 6/30/23	-	-	-	-	-	776.74	-	776.74
Subsequent activities:								
7/31/23 - Interest Income	-	-	-	-	-	3.41	-	3.41
8/31/23 - Interest Income	-	-	-	-	-	3.41	-	3.41
9/30/23 - Interest Income	-	-	-	-	-	3.19	-	3.19
<i>Anticipated balance</i>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>786.75</u>	<u>-</u>	<u>786.75</u>
<b><u>UMB - 2022A Interest Fund</u></b>								
Balance as of 6/30/23	-	-	-	-	2,124,716.35	-	-	2,124,716.35
Subsequent activities:								
7/31/23 - Interest Income	-	-	-	-	9,106.27	-	-	9,106.27
8/31/23 - Interest Income	-	-	-	-	9,449.51	-	-	9,449.51
9/30/23 - Interest Income	-	-	-	-	8,943.72	-	-	8,943.72
<i>Anticipated balance</i>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>2,152,215.85</u>	<u>-</u>	<u>-</u>	<u>2,152,215.85</u>

## SKY RANCH COMMUNITY AUTHORITY BOARD

Schedule of Cash Position  
June 30, 2023  
Updated as of October 10, 2023

	General Fund	O&M Fee Fund	Alley Assmt Fee Fund	2019 Debt Service Fund	2022 Debt Service Fund	Capital Projects Fund	Regional Improvements Fund	Total
<b>UMB - 2022A Reserve Fund</b>								
Balance as of 6/30/23	-	-	-	-	2,031,057.89	-	-	2,031,057.89
Subsequent activities:								
7/31/23 - Interest Income	-	-	-	-	8,704.80	-	-	8,704.80
8/31/23 - Interest Income	-	-	-	-	9,032.97	-	-	9,032.97
9/30/23 - Interest Income	-	-	-	-	8,549.51	-	-	8,549.51
<i>Anticipated balance</i>	-	-	-	-	2,057,345.17	-	-	2,057,345.17
<b>UMB - 2022A Project Fund</b>								
Balance as of 6/30/23	-	-	-	-	-	1,716.80	-	1,716.80
Subsequent activities:								
7/31/23 - Interest Income	-	-	-	-	-	7.44	-	7.44
8/31/23 - Interest Income	-	-	-	-	-	7.75	-	7.75
9/30/23 - Interest Income	-	-	-	-	-	7.23	-	7.23
<i>Anticipated balance</i>	-	-	-	-	-	1,739.22	-	1,739.22
<b>UMB - 2022A Surplus Fund</b>								
Balance as of 6/30/23	-	-	-	-	188,838.11	-	-	188,838.11
Subsequent activities:								
7/31/23 - Interest Income	-	-	-	-	822.33	-	-	822.33
8/02/23 - Pledged Revenue	-	-	-	-	5,019.92	-	-	5,019.92
8/21/23 - Pledged Revenue	-	-	-	-	2,426.52	-	-	2,426.52
8/31/23 - Interest Income	-	-	-	-	864.25	-	-	864.25
9/14/23 - Pledged Revenue	-	-	-	-	2,042.62	-	-	2,042.62
9/30/23 - Interest Income	-	-	-	-	830.90	-	-	830.90
<i>Anticipated balance</i>	-	-	-	-	200,844.65	-	-	200,844.65
<i>Anticipated balance</i>	\$ 267,158.65	\$ 12,506.58	\$ 7,425.00	\$ 2,108,676.31	\$ 4,410,405.72	\$ 143,382.38	\$ 80,848.08	\$ 7,030,402.72

**Current Yield (as of 9/30/23)**

UMB invested in ColoTrust Prime - 5.11%  
UMB invested in ColoTrust Plus - 5.45%

**Sky Ranch Metropolitan District No. 1  
Property Taxes Reconciliation  
2023**

	Current Year									Prior Year		
	Property Taxes	Delinquent Taxes, Rebates and Abatements	Specific Ownership Taxes	Interest	Treasurer's Fees	Due to County	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	\$ 6,238.01	\$ -	\$ 4,849.82	\$ -	\$ (93.57)	\$ -	10,994.26	0.65%	0.65%	\$ 14,722.13	1.21%	1.21%
February	437,760.97	-	4,911.71	-	(6,566.41)	-	436,106.27	45.51%	46.15%	345,269.73	39.85%	41.06%
March	20,764.53	-	6,164.95	11.26	(311.64)	-	26,629.10	2.16%	48.31%	30,361.75	2.97%	44.03%
April	42,643.99	-	4,952.04	0.22	(639.67)	-	46,956.58	4.43%	52.75%	50,600.68	5.42%	49.46%
May	48,983.00	-	5,575.26	6.70	(734.85)	-	53,830.11	5.09%	57.84%	108,785.20	12.26%	61.71%
June	398,480.40	-	5,119.01	29.84	(5,977.65)	-	397,651.60	41.42%	99.26%	340,291.75	39.32%	101.04%
July	-	-	5,184.12	-	-	-	5,184.12	0.00%	99.26%	6,114.32	0.21%	101.24%
August	995.66	-	6,091.73	29.87	(15.38)	-	7,101.88	0.10%	99.36%	5,658.32	0.00%	101.24%
September	-	(2,772.43)	5,047.66	(154.69)	43.91	-	2,164.45	-0.29%	99.07%	4,758.73	0.00%	101.24%
October	-	-	-	-	-	-	-	0.00%	99.07%	-	-1.14%	100.10%
November	-	-	-	-	-	-	-	0.00%	99.07%	-	0.00%	100.10%
December	-	-	-	-	-	-	-	0.00%	99.07%	3,264.37	0.00%	100.10%
<b>Total</b>	<b>\$ 955,866.56</b>	<b>\$ (2,772.43)</b>	<b>\$ 47,896.30</b>	<b>\$ (76.80)</b>	<b>\$ (14,295.26)</b>	<b>\$ -</b>	<b>\$ 986,618.37</b>	<b>99.07%</b>	<b>99.07%</b>	<b>\$ 909,826.98</b>	<b>100.10%</b>	<b>100.10%</b>

Taxes Levied	% of Levied	Property Taxes Collected	% Collected to Amount Levied
--------------	-------------	--------------------------	------------------------------

**Property Tax**

General Fund	\$ 160,333.00	16.67%	\$ 158,849.19	99.07%
Debt Service Fund	801,664.00	83.33%	794,244.94	99.07%
<b>Total</b>	<b>\$ 961,997.00</b>	<b>100.00%</b>	<b>\$ 953,094.13</b>	<b>99.07%</b>

**Specific Ownership Tax**

General Fund	\$ 9,620.00	16.67%	\$ 7,982.72	82.98%
Debt Service Fund	48,100.00	83.33%	39,913.58	82.98%
<b>Total</b>	<b>\$ 57,720.00</b>	<b>100.00%</b>	<b>\$ 47,896.30</b>	<b>82.98%</b>

**Treasurer's Fees**

General Fund	\$ 2,405.00	16.67%	\$ 2,382.55	99.07%
Debt Service Fund	12,025.00	83.33%	11,912.71	99.07%
<b>Total</b>	<b>\$ 14,430.00</b>	<b>100.00%</b>	<b>\$ 14,295.26</b>	<b>99.07%</b>



Sky Ranch Metropolitan District No. 3  
Property Taxes Reconciliation  
2023

	Current Year									Prior Year		
	Property Taxes	Delinquent Taxes, Rebates and Abatements	Specific Ownership Taxes	Interest	Treasurer's Fees	Due to County	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	\$ 13,151.61	\$ -	\$ 3,570.31	\$ -	\$ (197.27)	\$ -	\$ 16,524.65	1.86%	1.86%	\$ 6.52	0.00%	0.00%
February	11,684.61	-	3,615.87	-	(175.27)	-	15,125.21	1.65%	3.51%	470.61	35.65%	35.65%
March	288,011.66	-	4,538.48	11.53	(4,320.35)	-	288,241.32	40.67%	44.18%	279.77	20.96%	56.61%
April	229,182.59	-	3,645.57	23.07	(3,438.08)	-	229,413.15	32.36%	76.54%	231.74	17.34%	73.95%
May	150,095.91	-	4,104.36	29.22	(2,251.88)	-	151,977.61	21.19%	97.73%	71.60	5.04%	78.99%
June	7,304.79	-	3,768.48	58.44	(110.45)	-	11,021.26	1.03%	98.76%	197.35	14.68%	93.67%
July	1,460.95	-	3,816.42	73.05	(23.01)	-	5,327.41	0.21%	98.97%	8.01	0.11%	93.79%
August	-	-	4,484.58	-	-	-	4,484.58	0.00%	98.97%	19.10	0.80%	94.59%
September	-	(89,584.08)	3,715.96	(6,292.36)	1,438.15	90,722.33	-	-12.65%	86.32%	7.13	0.00%	94.59%
October	-	-	-	-	-	-	-	0.00%	86.32%	80.24	5.33%	99.92%
November	-	-	-	-	-	-	-	0.00%	86.32%	7.60	0.00%	99.92%
December	-	-	-	-	-	-	-	0.00%	86.32%	6.14	0.00%	99.92%
<b>Total</b>	<b>\$ 700,892.12</b>	<b>\$ (89,584.08)</b>	<b>\$ 35,260.03</b>	<b>\$ (6,097.05)</b>	<b>\$ (9,078.16)</b>	<b>\$ 90,722.33</b>	<b>\$ 722,115.19</b>	<b>86.32%</b>	<b>86.32%</b>	<b>\$ 1,385.81</b>	<b>99.92%</b>	<b>99.92%</b>

Taxes Levied	% of Levied	Property Taxes Collected	% Collected to Amount Levied
--------------	-------------	--------------------------	------------------------------

**Property Tax**

General Fund	\$ 64,506.00	9.11%	\$ 55,680.89	86.32%
Debt Service Fund	322,567.00	45.55%	278,436.37	86.32%
Regional Improvements	321,124.00	45.34%	277,190.79	86.32%
<b>Total</b>	<b>\$ 708,197.00</b>	<b>100.00%</b>	<b>\$ 611,308.04</b>	<b>86.32%</b>

**Specific Ownership Tax**

General Fund	\$ 3,870.00	9.11%	\$ 3,211.65	82.99%
Debt Service Fund	19,354.00	45.55%	16,060.11	82.98%
Regional Improvements	19,267.00	45.34%	15,988.27	82.98%
<b>Total</b>	<b>\$ 42,491.00</b>	<b>100.00%</b>	<b>\$ 35,260.03</b>	<b>82.98%</b>

**Treasurer's Fees**

General Fund	\$ 968.00	9.11%	\$ 826.88	85.42%
Debt Service Fund	4,839.00	45.55%	4,134.89	85.45%
Regional Improvements	4,817.00	45.34%	4,116.39	85.46%
<b>Total</b>	<b>\$ 10,624.00</b>	<b>100.00%</b>	<b>\$ 9,078.16</b>	<b>85.45%</b>

**Sky Ranch Metropolitan District No. 5  
Property Taxes Reconciliation  
2023**

	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	\$ -	\$ -	\$ 985.87	\$ -	\$ -	\$ 985.87	0.00%	0.00%	\$ 405.77	0.00%	0.00%
February	-	-	998.45	-	-	998.45	0.00%	0.00%	1,691.23	1.51%	1.51%
March	-	-	1,253.22	-	-	1,253.22	0.00%	0.00%	41,896.64	51.27%	52.78%
April	195,554.79	-	1,006.65	-	(2,933.32)	193,628.12	100.00%	100.00%	401.96	0.00%	52.79%
May	-	-	1,133.34	-	-	1,133.34	0.00%	100.00%	381.98	0.00%	52.79%
June	-	-	1,040.59	-	-	1,040.59	0.00%	100.00%	38,550.54	47.19%	99.98%
July	-	-	1,053.83	-	-	1,053.83	0.00%	100.00%	421.14	0.02%	100.00%
August	-	-	1,238.33	-	-	1,238.33	0.00%	100.00%	527.87	0.00%	100.00%
September	-	-	1,026.09	-	-	1,026.09	0.00%	100.00%	443.94	0.00%	100.00%
October	-	-	-	-	-	-	0.00%	100.00%	424.20	0.00%	100.00%
November	-	-	-	-	-	-	0.00%	100.00%	473.20	0.00%	100.00%
December	-	-	-	-	-	-	0.00%	100.00%	382.55	0.00%	100.00%
<b>\$</b>	<b>195,554.79</b>	<b>\$ -</b>	<b>\$ 9,736.37</b>	<b>\$ -</b>	<b>\$ (2,933.32)</b>	<b>\$ 202,357.84</b>	<b>100.00%</b>	<b>100.00%</b>	<b>\$ 86,001.02</b>	<b>100.00%</b>	<b>100.00%</b>

Taxes Levied	% of Levied	Property Taxes Collected	% Collected to Amount Levied
--------------	-------------	--------------------------	------------------------------

**Property Tax**

General Fund	\$ 106,934.00	54.68%	\$ 106,933.89	100.00%
Regional Improvements	88,621.00	45.32%	88,620.90	100.00%
<b>\$</b>	<b>195,555.00</b>	<b>100.00%</b>	<b>\$ 195,554.79</b>	<b>100.00%</b>

**Specific Ownership Tax**

General Fund	\$ 6,416.00	54.68%	\$ 5,324.07	82.98%
Regional Improvements	5,317.00	45.32%	4,412.30	82.98%
<b>\$</b>	<b>11,733.00</b>	<b>100.00%</b>	<b>\$ 9,736.37</b>	<b>82.98%</b>

**Treasurer's Fees**

General Fund	\$ 1,604.00	54.68%	\$ 1,604.01	100.00%
Regional Improvements	1,329.00	45.32%	1,329.31	100.02%
<b>\$</b>	<b>2,933.00</b>	<b>100.00%</b>	<b>\$ 2,933.32</b>	<b>100.01%</b>

## Sky Ranch Community Authority Board

### Accounts Receivables Summary

September 30, 2023

	Fees Billed YTD	Outstanding AR
<b><u>O&amp;M Fees</u></b>		
KB Homes	10,871.98	-
Richmond	537.37	-
Pure Cycle	4,200.00	-
Challenger	14,488.93	-
Lennar	14,777.13	-
Homeowners	259,314.96	(5,476.59)
Total O&M	304,190.37	(5,476.59)
 <b><u>Alleyway Fees</u></b>		
KB Homes	1,593.00	-
Pure Cycle	540.00	-
Challenger	1,836.00	-
Lennar	1,431.00	-
Homeowners	513.00	297.00
Total O&M	5,913.00	297.00
 <b><u>PIF</u></b>		
KB Homes	50,597.74	7,970.77
Richmond	1,012.36	(3.00)
Taylor Morrison	-	(8,191.21)
Lennar	29,094.27	29,094.27
Valiant Homes	41,738.88	-
DR Horton	151,265.16	-
Challenger	100,462.58	79,002.91
Total PIF	374,170.99	107,873.74

**Sky Ranch Community Authority Board**  
 Accounts Receivables - O&M Fees  
 September 30, 2023

Billing Category/Builder	January	February	March	April	May	June	July	August	September	October	November	December	Total
<b>O&amp;M Fees - Homebuilders</b>													
KB Homes	-	-	-	6,002.34	-	4,869.64	-	-	-	-	-	-	10,871.98
Richmond	-	-	-	-	-	537.37	-	-	-	-	-	-	537.37
Pure Cycle	-	-	-	2,100.00	-	2,100.00	-	-	-	-	-	-	4,200.00
Challenger	-	660.00	-	6,689.23	-	7,529.70	-	-	(390.00)	-	-	-	14,488.93
Lennar	-	-	-	7,800.00	-	6,977.13	-	-	-	-	-	-	14,777.13
Amount Due	-	660.00	-	22,591.57	-	22,013.84	-	-	(390.00)	-	-	-	44,875.41
Payment Received													
KB Homes	(17,303.33)	-	-	-	(6,002.34)	-	-	(4,869.64)	-	-	-	-	(28,175.31)
Richmond	(4,736.42)	-	-	-	(2,885.00)	-	2,347.63	-	-	-	-	-	(5,273.79)
Pure Cycle	(2,100.00)	-	-	(2,100.00)	-	-	(2,100.00)	-	-	-	-	-	(6,300.00)
Challenger	-	-	-	-	-	-	-	-	-	-	-	-	-
Lennar	-	(17,400.00)	-	(8,345.00)	-	-	-	(6,432.13)	-	-	-	-	(32,177.13)
Total Amount Received	(24,139.75)	(17,400.00)	-	(10,445.00)	(8,887.34)	-	247.63	(11,301.77)	-	-	-	-	(71,926.23)
<b>Balance as of 12/31/2022</b>													
<b>O&amp;M Fees AR - Homebuilders</b>													
KB Homes	17,303.33	-	-	6,002.34	(6,002.34)	4,869.64	-	(4,869.64)	-	-	-	-	-
Richmond	4,736.42	(4,736.42)	-	-	(2,885.00)	537.37	2,347.63	-	-	-	-	-	-
Pure Cycle	2,100.00	(2,100.00)	-	-	-	2,100.00	(2,100.00)	-	-	-	-	-	-
Challenger	20,928.04	-	660.00	6,689.23	-	7,529.70	-	-	(35,806.97)	-	-	-	-
Lennar	17,400.00	(17,400.00)	-	(545.00)	-	6,977.13	-	(6,432.13)	-	-	-	-	-
Total O&M Fees AR	62,467.79	(24,139.75)	-	12,146.57	(8,887.34)	22,013.84	247.63	(11,301.77)	(35,806.97)	-	-	-	-
<b>O&amp;M Fees - Homeowners</b>													
O&M Fees	73,812.00	1,014.44	305.00	79,800.00	4,397.00	-	84,750.00	1,858.85	611.67	-	-	-	246,548.96
Transfer Fees	900.00	700.00	1,800.00	(234.00)	800.00	2,900.00	1,800.00	2,400.00	1,700.00	-	-	-	12,766.00
Late Fee	-	-	-	-	-	-	-	-	-	-	-	-	-
Amount Due	74,712.00	1,714.44	2,105.00	79,566.00	5,197.00	2,900.00	86,550.00	4,258.85	2,311.67	-	-	-	259,314.96
Payment Received													
	(14,119.03)	(62,884.77)	(10,532.33)	(16,601.66)	(58,887.67)	(26,668.09)	(15,201.47)	(64,300.44)	(12,399.04)	-	-	-	(281,594.50)
Total O&M Fees AR - Homeowners	16,802.95	60,592.97	(61,170.33)	(8,427.33)	62,964.34	(53,690.67)	(23,768.09)	71,348.53	(60,041.59)	(10,087.37)	-	-	(5,476.59)
<b>Total O&amp;M Fees Billed</b>													
	74,712.00	2,374.44	2,105.00	102,157.57	5,197.00	24,913.84	86,550.00	4,258.85	1,921.67	-	-	-	304,190.37
<b>Total Payments Received</b>													
	(38,258.78)	(80,284.77)	(10,532.33)	(27,046.66)	(67,775.01)	(26,668.09)	(14,953.84)	(75,602.21)	(12,399.04)	-	-	-	(353,520.73)
<b>Total Outstanding</b>													
	36,453.22	(77,910.33)	(8,427.33)	75,110.91	(62,578.01)	(1,754.25)	71,596.16	(71,343.36)	(10,477.37)	-	-	-	(49,330.36)
												Beginning AR Balance	79,270.74
												Total AR Balance	<u>29,940.38</u>

**Sky Ranch Community Authority Board**  
 Accounts Receivables - Alleyway Fees  
 September 30, 2023

Billing Category/Builder	January	February	March	April	May	June	July	August	September	October	November	December	Total
<b>Alleyway Fees - Homebuilders</b>													
KB Homes	-	-	-	999.00	-	594.00	-	-	-	-	-	-	1,593.00
Pure Cycle	-	-	-	270.00	-	270.00	-	-	-	-	-	-	540.00
Challenger	-	-	-	1,026.00	-	810.00	-	-	-	-	-	-	1,836.00
Lennar	-	-	-	756.00	-	675.00	-	-	-	-	-	-	1,431.00
Amount Due	-	-	-	3,051.00	-	2,349.00	-	-	-	-	-	-	5,400.00
Payment Received													
KB Homes	(2,835.00)	-	-	-	(999.00)	-	-	(594.00)	-	-	-	-	(4,428.00)
Pure Cycle	(270.00)	-	-	(270.00)	-	-	(270.00)	-	-	-	-	-	(810.00)
Challenger	-	-	-	-	-	-	-	(1,815.00)	(3,369.00)	-	-	-	(5,184.00)
Lennar	-	(1,107.00)	-	(756.00)	-	-	-	(675.00)	-	-	-	-	(2,538.00)
Total Amount Received	(3,105.00)	(1,107.00)	-	(1,026.00)	(999.00)	-	(270.00)	(3,084.00)	(3,369.00)	-	-	-	(12,960.00)
<b>Balance as of 12/31/2022</b>													
<b>Alleyway Fees - Homebuilders</b>													
KB Homes	2,835.00	(2,835.00)	-	999.00	(999.00)	594.00	-	(594.00)	-	-	-	-	-
Pure Cycle	270.00	(270.00)	-	-	-	270.00	(270.00)	-	-	-	-	-	-
Challenger	3,348.00	-	-	1,026.00	-	810.00	-	(1,815.00)	(3,369.00)	-	-	-	-
Lennar	1,107.00	-	(1,107.00)	-	-	675.00	-	(675.00)	-	-	-	-	-
Total O&M Fees AR	7,560.00	(3,105.00)	(1,107.00)	2,025.00	(999.00)	2,349.00	(270.00)	(3,084.00)	(3,369.00)	-	-	-	-
<b>Alleyway Fees - Homeowners</b>													
Alleyway Fees	-	-	-	513.00	-	-	-	-	-	-	-	-	513.00
Amount Due	-	-	-	513.00	-	-	-	-	-	-	-	-	513.00
Payment Received													
	-	-	-	-	-	-	-	(216.00)	-	-	-	-	(216.00)
Total O&M Fees AR - Homeowners	-	-	-	513.00	-	-	-	(216.00)	-	-	-	-	297.00
<b>Total Alleyway Fees Billed</b>													
	-	-	-	3,564.00	-	2,349.00	-	-	-	-	-	-	5,913.00
<b>Total Payments Received</b>													
	(3,105.00)	(1,107.00)	-	(1,026.00)	(999.00)	-	(270.00)	(3,300.00)	(3,369.00)	-	-	-	(13,176.00)
<b>Total Outstanding</b>													
	(3,105.00)	(1,107.00)	-	2,538.00	(999.00)	2,349.00	(270.00)	(3,300.00)	(3,369.00)	-	-	-	<b>(7,263.00)</b>
												Beginning AR Balance	7,560.00
												Total AR Balance	<u><u>297.00</u></u>

**Sky Ranch Community Authority Board**  
Accounts Receivables - Public Improvement Fees  
September 30, 2023

Billing Category/Builder	January	February	March	April	May	June	July	August	September	October	November	December	Total	
<b>PIF</b>														
KB Homes	-	-	-	-	50,597.74	-	-	-	-	-	-	-	50,597.74	
Richmond	-	-	1,012.36	-	-	-	-	-	-	-	-	-	1,012.36	
Lennar	-	-	-	-	29,094.27	-	-	-	-	-	-	-	29,094.27	
Valiant Homes	-	-	-	-	41,738.88	-	-	-	-	-	-	-	41,738.88	
DR Horton	-	-	-	-	57,631.51	-	-	93,633.65	-	-	-	-	151,265.16	
Challenger	-	-	-	-	79,002.91	-	-	21,459.67	-	-	-	-	100,462.58	
Amount Due	-	-	1,012.36	-	258,065.31	-	-	115,093.32	-	-	-	-	374,170.99	
<b>Payment Received</b>														
KB Homes	-	-	(102,906.30)	-	(53,433.17)	-	-	-	-	-	-	-	(156,339.47)	
Richmond	-	-	-	-	(1,012.36)	-	-	-	-	-	-	-	(1,012.36)	
Lennar	(192,166.65)	-	-	-	-	-	-	-	-	-	-	-	(192,166.65)	
Valiant Homes	-	-	-	-	-	-	(41,738.88)	-	-	-	-	-	(41,738.88)	
DR Horton	-	-	-	-	(57,631.51)	-	-	-	(93,633.65)	-	-	-	(151,265.16)	
Challenger	-	-	-	(75,575.67)	-	-	-	-	(21,459.67)	-	-	-	(97,035.34)	
Total Amount Received	(192,166.65)	-	(102,906.30)	(75,575.67)	(112,077.04)	-	(41,738.88)	-	(115,093.32)	-	-	-	(639,557.86)	
<b>Balance as of 12/31/2022</b>														
<b>PIF AR</b>														
KB Homes	113,712.50	-	(102,906.30)	-	(2,835.43)	-	-	-	-	-	-	-	7,970.77	
Richmond	(3.00)	-	1,012.36	-	(1,012.36)	-	-	-	-	-	-	-	(3.00)	
Taylor Morrison	(8,191.21)	-	-	-	-	-	-	-	-	-	-	-	(8,191.21)	
Lennar	192,166.65	(192,166.65)	-	-	29,094.27	-	-	-	-	-	-	-	29,094.27	
Valiant Homes	-	-	-	-	41,738.88	-	(41,738.88)	-	-	-	-	-	-	
DR Horton	-	-	-	-	-	-	-	93,633.65	(93,633.65)	-	-	-	-	
Challenger	75,575.67	-	-	(75,575.67)	79,002.91	-	-	21,459.67	(21,459.67)	-	-	-	79,002.91	
Total PIF AR	373,260.61	(192,166.65)	-	(101,893.94)	(75,575.67)	145,988.27	-	(41,738.88)	115,093.32	(115,093.32)	-	-	107,873.74	
<b>Total PIF Billed</b>	-	-	1,012.36	-	258,065.31	-	-	115,093.32	-	-	-	-	374,170.99	
<b>Total Payments Received</b>	(192,166.65)	-	(102,906.30)	(75,575.67)	(112,077.04)	-	-	-	(115,093.32)	-	-	-	(597,818.98)	
<b>Total Outstanding</b>	(192,166.65)	-	(101,893.94)	(75,575.67)	145,988.27	-	-	115,093.32	(115,093.32)	-	-	-	(223,647.99)	
													Beginning AR Balance	373,260.61
													Total AR Balance	<u>149,612.62</u>

Sky Ranch Community Authority Board  
 Developer Advance Summary  
 September 30, 2023

Type of Advance	Principal Balance	Accrued Interest	Total Outstanding Developer Advances
Project Management Fee	\$ 2,279,705.75	\$ 461,849.43	\$ 2,741,555.18
Fencing	546,020.52	124,639.11	670,659.63
Advances to CAB for Capital Projects	20,400,231.52	342,702.93	20,742,934.45
<b>Total Advances Due</b>	<b>\$ 23,225,957.79</b>	<b>\$ 929,191.47</b>	<b>\$ 24,155,149.26</b>

Sky Ranch Community Authority Board  
 Developer Advance - Project Management  
 September 30, 2023

Date	Developer Advances	Interest Accrued	<u>Repay Developer Advances</u>		Outstanding balance
			Principal	Interest	
<b>Beginning Balance as of 12/31/22</b>	<b>\$ 2,279,705.75</b>	<b>\$ 359,262.66</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,638,968.41</b>
Accrued Interest	-	102,586.77	-	-	2,741,555.18
<b>Total 2023 Advances (Repayments)</b>	<b>-</b>	<b>102,586.77</b>	<b>-</b>	<b>-</b>	
<b>Outstanding Balance as of 9/30/23 (Net of Repayments)</b>	<b>\$ 2,279,705.75</b>	<b>\$ 461,849.43</b>			<b>\$ 2,741,555.18</b>



Sky Ranch Community Authority Board  
Developer Advance - Capital Projects  
September 30, 2023

Date	Developer Advances	Interest Accrued	<u>Repay Developer Advances</u>		Outstanding balance
			Principal	Interest	
<b>Beginning Balance as of 12/31/22</b>	<b>\$15,994,148.41</b>	<b>\$ 369,590.19</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 16,363,738.60</b>
01/18/2023	1,267,060.48	-	-	-	17,630,799.08
02/10/2023	805,744.02	-	-	-	18,436,543.10
03/13/2023	4,587.80	-	-	-	18,441,130.90
03/20/2023	4,485.00	-	-	-	18,445,615.90
03/29/2023	-	-	345,534.96	620,565.77	17,479,515.17
03/31/2023	238,535.06	-	-	-	17,718,050.23
04/14/2023	219,030.67	-	-	-	17,937,080.90
04/14/2023	-	-	440,390.41	46,768.75	17,449,921.74
05/15/2023	619,998.11	-	-	-	18,069,919.85
06/13/2023	41,209.21	-	-	-	18,111,129.06
06/13/2023	-	-	244,532.34	176,449.24	17,690,147.48
07/21/2023	183,756.25	-	-	-	17,873,903.73
08/14/2023	1,074,013.81	-	-	-	18,947,917.54
09/08/2023	978,120.41	-	-	-	19,926,037.95
Accrued Interest	-	816,896.50	-	-	20,742,934.45
<b>Total 2023 Advances (Repayments)</b>	<b>5,436,540.82</b>	<b>816,896.50</b>	<b>1,030,457.71</b>	<b>843,783.76</b>	
<b>Outstanding Balance as of 9/30/23 (Net of Repayments)</b>	<b>\$20,400,231.52</b>	<b>\$ 342,702.93</b>			<b>\$ 20,742,934.45</b>

Sky Ranch Community Authority Board  
 Developer Advance - Fencing  
 September 30, 2023

Date	Developer Advances	Interest Accrued	<u>Repay Developer Advances</u>		Outstanding balance
			Principal	Interest	
<b>Beginning Balance as of 12/31/22</b>	<b>\$ 546,020.52</b>	<b>\$ 100,068.20</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 646,088.72</b>
Accrued Interest	-	21,840.81	-	-	667,929.53
<b>Total 2023 Advances (Repayments)</b>	-	24,570.91	-	-	
<b>Outstanding Balance as of 9/30/23 (Net of Repayments)</b>	<b>\$ 546,020.52</b>	<b>\$ 124,639.11</b>			<b>\$ 670,659.63</b>

Vendor	# of Invoices	Sum of Net A/P	Sum of Est. Reimb.
<b>CAB</b>	<b>28</b>	<b>59,522.60</b>	-
Altitude Community Law	1	495.00	-
Aurora Media Group	1	186.65	-
Brad Young	1	165.41	-
CliftonLarsonAllen LLP	7	20,525.62	-
Clorissa Ritchie	1	300.00	-
Consolidated Divisions Inc	3	8,884.48	-
Pet Scoop Inc	2	810.00	-
Rangeview Metro Dist (FUND TRSFR)	10	27,873.92	-
William Oxford III & Natalie Layson	1	150.00	-
Xcel Energy AUTOPAY	1	131.52	-
<b>Debt Service</b>	<b>3</b>	<b>9,764.65</b>	-
UMB	3	9,764.65	-
			<i>2 of 3 previously paid to be ratified</i>
<b>FFAA</b>	<b>21</b>	<b>1,082,970.53</b>	<b>863,803.30</b>
American West Construction LLC	1	687,463.32	687,463.32
CMS Environmental Solutions LLC	2	790.00	649.61
CTL Thompson Incorporated	3	11,794.25	9,451.72
IDES LLC	2	28,125.36	28,125.36
KT Engineering LLC	2	43,670.00	35,909.85
Martin Marietta Materials Inc	2	65,386.79	65,386.79
MPi Designs	2	3,040.00	2,499.81
Nelson Pipeline Constructors LLC	1	64,056.17	-
PCS Group Inc	1	5,881.25	4,836.16
Premier Earthworks & Infrastructure	1	7,932.05	7,932.05
Pure Cycle Corporation	3	152,039.99	11,030.30
Westwood Professional Services	1	12,791.35	10,518.33
<b>Grand Total</b>	<b>52</b>	<b>1,152,257.78</b>	<b>863,803.30</b>

**03 - Sky Ranch Community Autho**  
**AP - Accounts Payable**  
**Detailed Aged Payables List**  
**As of Oct05/23**  
**Aged by Invoiced Date**

Supplier Code	Supplier Name	Invoice Number	Invoice Date	Net A/P	Est. Reimb.	Funding Source
1171	Altitude Community Law	895664	8/22/2023	495.00	n/a	CAB
1185	Aurora Media Group	106431	9/19/2023	186.65	n/a	CAB
3	Brad Young	091623	9/16/2023	165.41	n/a	CAB
1242	CliftonLarsonAllen LLP	3869429	9/8/2023	316.05	n/a	CAB
1242	CliftonLarsonAllen LLP	3869434	9/8/2023	261.98	n/a	CAB
1242	CliftonLarsonAllen LLP	3869435	9/8/2023	298.73	n/a	CAB
1242	CliftonLarsonAllen LLP	3869439	9/8/2023	4,272.98	n/a	CAB
1242	CliftonLarsonAllen LLP	3869440	9/8/2023	6,198.17	n/a	CAB
1242	CliftonLarsonAllen LLP	3871014	9/12/2023	5,066.26	n/a	CAB
1242	CliftonLarsonAllen LLP	3873038	9/15/2023	4,111.45	n/a	CAB
12	Clorissa Ritchie	091623	9/16/2023	300.00	n/a	CAB
1117	Consolidated Divisions Inc	2010739	8/19/2023	1,498.15	n/a	CAB
1117	Consolidated Divisions Inc	2010953	9/30/2023	5,853.08	n/a	CAB
1117	Consolidated Divisions Inc	2011203	9/23/2023	1,533.25	n/a	CAB
1011	Pet Scoop Inc	495898	8/31/2023	450.00	n/a	CAB
1011	Pet Scoop Inc	504367	9/30/2023	360.00	n/a	CAB
1250	Rangeview Metro Dist (FUND TRSFR)	1-09	9/30/2023	59.52	n/a	CAB
1250	Rangeview Metro Dist (FUND TRSFR)	10-09	9/30/2023	2,695.05	n/a	CAB
1250	Rangeview Metro Dist (FUND TRSFR)	2-09	9/30/2023	1,142.63	n/a	CAB
1250	Rangeview Metro Dist (FUND TRSFR)	3-09	9/30/2023	4,525.43	n/a	CAB
1250	Rangeview Metro Dist (FUND TRSFR)	4-09	9/30/2023	4,583.11	n/a	CAB
1250	Rangeview Metro Dist (FUND TRSFR)	5-09	9/30/2023	4,456.28	n/a	CAB
1250	Rangeview Metro Dist (FUND TRSFR)	6-09	9/30/2023	3,018.63	n/a	CAB
1250	Rangeview Metro Dist (FUND TRSFR)	7-09	9/30/2023	2,073.11	n/a	CAB
1250	Rangeview Metro Dist (FUND TRSFR)	8-09	9/30/2023	4,481.92	n/a	CAB
1250	Rangeview Metro Dist (FUND TRSFR)	9-09	9/30/2023	838.24	n/a	CAB
11	William Oxford III & Natalie Layson	650130	9/5/2023	150.00	n/a	CAB
1150	Xcel Energy AUTOPAY	847031985	9/29/2023	131.52	n/a	CAB
1240	UMB	2019A-0823	8/31/2023	5,918.23	n/a	Debt Service <i>Payment already made</i>
1240	UMB	2022A-0823	8/31/2023	2,042.62	n/a	Debt Service <i>Payment already made</i>
1240	UMB	2019A-0923	9/30/2023	1,803.80	n/a	Debt Service
CAB1014	American West Construction LLC	F5WUPAY4	9/25/2023	687,463.32	687,463.32	FFAA
CAB1225	CMS Environmental Solutions LLC	158377	10/1/2023	395.00	324.80	FFAA
CAB1225	CMS Environmental Solutions LLC	158434	10/1/2023	395.00	324.81	FFAA
CAB1145	CTL Thompson Incorporated	678310	9/13/2023	1,883.00	1,548.39	FFAA
CAB1145	CTL Thompson Incorporated	678311	9/13/2023	300.00	-	FFAA
CAB1145	CTL Thompson Incorporated	678312	9/13/2023	9,611.25	7,903.33	FFAA
CAB1120	IDES LLC	009878	8/31/2023	1,535.00	1,535.00	FFAA
CAB1120	IDES LLC	037924	8/31/2023	26,590.36	26,590.36	FFAA
CAB1115	KT Engineering LLC	003181	8/31/2023	10,580.00	8,699.94	FFAA
CAB1115	KT Engineering LLC	003186	8/31/2023	33,090.00	27,209.91	FFAA
CAB1324	Martin Marietta Materials Inc	F4PAVPAY16	9/25/2023	6,929.30	6,929.30	FFAA
CAB1324	Martin Marietta Materials Inc	PAYMENT 15	8/25/2023	58,457.49	58,457.49	FFAA
CAB1090	MPI Designs	001987	9/20/2023	1,995.00	1,640.49	FFAA
CAB1090	MPI Designs	001988	9/22/2023	1,045.00	859.32	FFAA
CAB1283	Nelson Pipeline Constructors LLC	F4WUPAY22	9/25/2023	64,056.17	retention release	FFAA
CAB1170	PCS Group Inc	015667	9/12/2023	5,881.25	4,836.16	FFAA
CAB1080	Premier Earthworks & Infrastructure	F4CSSPAY19	9/25/2023	7,932.05	7,932.05	FFAA
CAB1249	Pure Cycle Corporation	F4FEN PAY7	9/25/2023	11,030.30	11,030.30	FFAA
CAB1249	Pure Cycle Corporation	PAY1F5GESC	8/25/2023	34,200.00	unknown	FFAA
CAB1249	Pure Cycle Corporation	PAY9 EC	8/25/2023	106,809.69	unknown	FFAA
CAB1125	Westwood Professional Services	1230901084	8/26/2023	12,791.35	10,518.33	FFAA
				<u>1,152,257.78</u>	<u>863,803.30</u>	
				59,522.60		CAB
				9,764.65		Debt Service
				<u>1,082,970.53</u>		FFAA
				1,152,257.78		

**SKY RANCH COMMUNITY AUTHORITY BOARD  
GENERAL FUND  
2023 AMENDED BUDGET**

	BUDGET 2023	AMENDED 2023
BEGINNING FUND BALANCES	\$ 131,985	\$ 433,655
REVENUES		
Public Improvement Fees	116,000	360,000
Transfers from Sky Ranch MD No. 1	167,548	168,641
Transfers from Sky Ranch MD No. 3	67,408	67,856
Transfers from Sky Ranch MD No. 5	111,746	112,475
Total revenues	<u>462,702</u>	<u>708,972</u>
Total funds available	<u>594,687</u>	<u>1,142,627</u>
EXPENDITURES		
General and administrative		
Accounting	75,000	80,000
Auditing	16,000	15,800
Dues and membership	2,500	2,500
Insurance	35,000	30,641
District management	80,000	80,000
Legal	100,000	100,000
Contingency	11,500	136,272
Election	20,000	4,787
Total expenditures	<u>340,000</u>	<u>450,000</u>
TRANSFERS OUT		
Transfers to other fund	<u>200,000</u>	<u>550,000</u>
Total expenditures and transfers out requiring appropriation	<u>540,000</u>	<u>1,000,000</u>
ENDING FUND BALANCES	<u>\$ 54,687</u>	<u>\$ 142,627</u>
EMERGENCY RESERVE	\$ 13,900	\$ 21,300
AVAILABLE FOR OPERATIONS	40,787	121,327
TOTAL RESERVE	<u>\$ 54,687</u>	<u>\$ 142,627</u>

**SKY RANCH COMMUNITY AUTHORITY BOARD  
DEBT SERVICE FUND - 2019 BONDS  
2023 AMENDED BUDGET**

	BUDGET 2023	AMENDED 2023
BEGINNING FUND BALANCES	\$ 1,374,005	\$ 1,389,396
REVENUES		
Interest income	20,000	70,800
Transfers from Sky Ranch MD No. 1	837,739	843,304
Total revenues	857,739	914,104
Total funds available	2,231,744	2,303,500
EXPENDITURES		
General and administrative		
Paying agent fees	7,500	7,500
Contingency	9,731	450
Debt Service		
Bond Interest - 2019A	571,750	571,750
Bond Interest - 2019B	122,763	123,800
Bond Principal - 2019A	55,000	55,000
Bond Principal - 2019B	100,000	180,000
Total expenditures	866,744	938,500
Total expenditures and transfers out requiring appropriation	866,744	938,500
ENDING FUND BALANCES	\$ 1,365,000	\$ 1,365,000
DEBT SERVICE RESERVE - SERIES 2019	\$ 915,000	\$ 915,000
SURPLUS FUND - SERIES 2019	450,000	450,000
TOTAL RESERVE	\$ 1,365,000	\$ 1,365,000

**SKY RANCH COMMUNITY AUTHORITY BOARD**

**ANNUAL BUDGET**

**FOR THE YEAR ENDING DECEMBER 31, 2024**

**SKY RANCH COMMUNITY AUTHORITY BOARD  
SUMMARY  
2024 BUDGET  
WITH 2022 ACTUAL AND 2023 ESTIMATED  
For the Years Ended and Ending December 31,**

10/9/23

	ACTUAL 2022	BUDGET 2023	ACTUAL 6/30/2023	ESTIMATED 2023	BUDGET 2024
BEGINNING FUND BALANCES	\$ (909,359)	\$ 6,316,003	\$ 4,351,104	\$ 4,351,104	\$ 5,544,821
REVENUES					
Transfers from Sky Ranch MD No. 1	909,827	1,005,287	972,168	1,011,945	1,466,049
Transfers from Sky Ranch MD No. 3	1,385	740,064	712,303	745,074	773,475
Transfers from Sky Ranch MD No. 5	86,000	204,355	199,039	205,688	317,677
Public Improvement Fees	407,279	116,000	259,078	360,000	300,000
O&M Fees	379,630	420,000	204,594	420,000	420,000
Administrative Fee	6,000	10,700	6,866	12,000	12,000
Alley Assessment Fee	8,748	17,496	5,913	17,496	25,000
Other revenue	3,231	5,000	966,101	-	5,000
Interest income	81,139	50,000	144,829	289,540	239,950
Developer advance	11,331,027	11,850,000	3,200,650	10,117,956	18,079,800
Developer Advance - Project Management	337,594	550,000	-	430,500	920,000
Bond Proceeds - 2022A	23,345,000	-	-	-	-
Bond Proceeds - 2022B	6,367,000	-	-	-	-
Total revenues	43,263,860	14,968,902	6,671,541	13,610,199	22,558,951
TRANSFERS IN	5,134,553	600,000	908,141	908,141	500,000
Total funds available	47,489,054	21,884,905	11,930,786	18,869,444	28,603,772
EXPENDITURES					
General Fund	278,918	340,000	185,899	450,000	350,000
Debt Service Fund - 2019 Bonds	1,062,401	866,744	293,375	938,500	1,289,961
Debt Service Fund - 2022 Bonds	391,515	1,360,000	671,169	1,352,338	1,362,000
Capital Projects Fund	35,869,098	12,900,000	3,604,901	9,100,000	19,300,000
Regional Improvement Fund	374	43,404	-	-	569,433
Operations and Maintenance Fee Fund	401,091	600,000	234,059	550,000	625,000
Alley Assessment Fee Fund	-	28,449	-	25,644	24,800
Total expenditures	38,003,397	16,138,597	4,989,403	12,416,482	23,521,194
TRANSFERS OUT	5,134,553	600,000	908,141	908,141	500,000
Total expenditures and transfers out requiring appropriation	43,137,950	16,738,597	5,897,544	13,324,623	24,021,194
ENDING FUND BALANCES	\$ 4,351,104	\$ 5,146,308	\$ 6,033,242	\$ 5,544,821	\$ 4,582,578
EMERGENCY RESERVE	\$ 30,200	\$ 27,000	\$ 24,400	\$ 34,900	\$ 37,800
DEBT SERVICE RESERVE - SERIES 2019	915,000	915,000	915,000	915,000	915,000
SURPLUS FUND - SERIES 2019	450,000	450,000	450,000	450,000	450,000
DEBT SERVICE RESERVE - SERIES 2022	1,978,363	1,978,363	1,978,363	1,978,363	1,978,363
CAPITALIZED INTEREST - SERIES 2022	1,342,338	1,342,338	671,169	-	-
SURPLUS FUND - SERIES 2022	-	342,424	-	-	-
AVAILABLE FOR FUTURE DEBT SERVICE	1,397,680	9,995	1,831,387	1,945,587	1,120,047
TOTAL RESERVE	\$ 6,113,581	\$ 5,065,120	\$ 5,870,319	\$ 5,323,850	\$ 4,501,210

No assurance provided. See summary of significant assumptions.

1  
PRELIMINARY DRAFT - SUBJECT TO REVISION



**SKY RANCH COMMUNITY AUTHORITY BOARD**  
**GENERAL FUND**  
**2024 BUDGET**  
**WITH 2022 ACTUAL AND 2023 ESTIMATED**  
**For the Years Ended and Ending December 31,**

10/9/23

	ACTUAL 2022	BUDGET 2023	ACTUAL 6/30/2023	ESTIMATED 2023	BUDGET 2024
BEGINNING FUND BALANCES	\$ 107,464	\$ 131,985	\$ 433,655	\$ 433,655	\$ 142,627
REVENUES					
Public Improvement Fees	407,279	116,000	259,078	360,000	300,000
Transfers from Sky Ranch MD No. 1	151,628	167,548	162,028	168,641	244,338
Transfers from Sky Ranch MD No. 3	732	67,408	64,880	67,856	72,986
Transfers from Sky Ranch MD No. 5	45,470	111,746	108,839	112,475	176,546
Total revenues	<u>605,109</u>	<u>462,702</u>	<u>594,825</u>	<u>708,972</u>	<u>793,870</u>
Total funds available	<u>712,573</u>	<u>594,687</u>	<u>1,028,480</u>	<u>1,142,627</u>	<u>936,497</u>
EXPENDITURES					
General and administrative					
Accounting	62,718	75,000	50,415	78,000	86,000
Auditing	7,200	16,000	15,800	15,800	17,000
Dues and membership	1,996	2,500	-	2,500	2,500
Insurance	31,302	35,000	30,641	30,641	35,000
District management	64,604	80,000	32,765	80,000	85,000
Legal	101,350	100,000	51,085	100,000	110,000
Contingency	161	11,500	406	138,272	14,500
Election	9,587	20,000	4,787	4,787	-
Total expenditures	<u>278,918</u>	<u>340,000</u>	<u>185,899</u>	<u>450,000</u>	<u>350,000</u>
TRANSFERS OUT					
Transfers to other fund	<u>-</u>	<u>200,000</u>	<u>550,000</u>	<u>550,000</u>	<u>500,000</u>
Total expenditures and transfers out requiring appropriation	<u>278,918</u>	<u>540,000</u>	<u>735,899</u>	<u>1,000,000</u>	<u>850,000</u>
ENDING FUND BALANCES	<u>\$ 433,655</u>	<u>\$ 54,687</u>	<u>\$ 292,581</u>	<u>\$ 142,627</u>	<u>\$ 86,497</u>
EMERGENCY RESERVE	<u>\$ 18,200</u>	<u>\$ 13,900</u>	<u>\$ 17,900</u>	<u>\$ 21,300</u>	<u>\$ 23,900</u>
TOTAL RESERVE	<u>\$ 18,200</u>	<u>\$ 13,900</u>	<u>\$ 17,900</u>	<u>\$ 21,300</u>	<u>\$ 23,900</u>

No assurance provided. See summary of significant assumptions.

PRELIMINARY DRAFT - <sup>2</sup>SUBJECT TO REVISION

**SKY RANCH COMMUNITY AUTHORITY BOARD**  
**OPERATIONS AND MAINTENANCE FEE FUND**  
**2024 BUDGET**  
**WITH 2022 ACTUAL AND 2023 ESTIMATED**  
**For the Years Ended and Ending December 31,**

10/9/23

	ACTUAL 2022	BUDGET 2023	ACTUAL 6/30/2023	ESTIMATED 2023	BUDGET 2024
BEGINNING FUND BALANCES	\$ 150,101	\$ 117,801	\$ 137,871	\$ 137,871	\$ 19,871
REVENUES					
O&M Fees	379,630	420,000	204,594	420,000	420,000
Administrative Fee	6,000	10,700	6,866	12,000	12,000
Other revenue	3,231	5,000	-	-	5,000
Total revenues	<u>388,861</u>	<u>435,700</u>	<u>211,460</u>	<u>432,000</u>	<u>437,000</u>
TRANSFERS IN					
Transfers from other funds	-	100,000	-	-	200,000
Total funds available	<u>538,962</u>	<u>653,501</u>	<u>349,331</u>	<u>569,871</u>	<u>656,871</u>
EXPENDITURES					
Operations and maintenance					
Landscaping	146,712	150,000	59,093	150,000	165,000
Community Management	27,938	35,000	19,283	40,000	45,000
Fee Billing and Collection	47,951	43,000	37,000	74,000	75,000
Repairs and maintenance	-	5,000	-	5,000	5,000
Covenant Enforcement	18,333	22,000	10,800	22,200	24,500
Legal	6,787	15,000	8,236	15,000	15,000
Snow removal	-	30,000	44,437	55,000	50,000
Parks and recreation	-	20,000	-	-	-
Utilities	144,310	175,000	46,665	120,000	175,000
Detention Ponds	-	3,000	-	3,000	3,000
Fencing	-	6,000	-	6,000	6,000
Holiday Lights	-	35,000	7,130	22,730	25,000
Mailboxes	-	6,000	-	2,500	2,500
Pet Stations	-	5,000	1,080	5,000	5,300
Operations and Maintenance Reserve	-	20,000	-	20,570	13,700
Status Letter Processing	4,798	15,000	-	-	-
Community Event	4,262	15,000	335	9,000	15,000
Total expenditures	<u>401,091</u>	<u>600,000</u>	<u>234,059</u>	<u>550,000</u>	<u>625,000</u>
Total expenditures and transfers out requiring appropriation	<u>401,091</u>	<u>600,000</u>	<u>234,059</u>	<u>550,000</u>	<u>625,000</u>
ENDING FUND BALANCES	<u>\$ 137,871</u>	<u>\$ 53,501</u>	<u>\$ 115,272</u>	<u>\$ 19,871</u>	<u>\$ 31,871</u>
EMERGENCY RESERVE	<u>\$ 11,700</u>	<u>\$ 13,100</u>	<u>\$ 6,300</u>	<u>\$ 13,000</u>	<u>\$ 13,100</u>
TOTAL RESERVE	<u>\$ 11,700</u>	<u>\$ 13,100</u>	<u>\$ 6,300</u>	<u>\$ 13,000</u>	<u>\$ 13,100</u>

No assurance provided. See summary of significant assumptions.

**SKY RANCH COMMUNITY AUTHORITY BOARD**  
**ALLEY ASSESSMENT FEE FUND**  
**2024 BUDGET**  
**WITH 2022 ACTUAL AND 2023 ESTIMATED**  
**For the Years Ended and Ending December 31,**

10/9/23

	ACTUAL 2022	BUDGET 2023	ACTUAL 6/30/2023	ESTIMATED 2023	BUDGET 2024
BEGINNING FUND BALANCES	\$ -	\$ 10,953	\$ 8,748	\$ 8,748	\$ 600
REVENUES					
Alley Assessment Fee	8,748	17,496	5,913	17,496	25,000
Total revenues	<u>8,748</u>	<u>17,496</u>	<u>5,913</u>	<u>17,496</u>	<u>25,000</u>
Total funds available	<u>8,748</u>	<u>28,449</u>	<u>14,661</u>	<u>26,244</u>	<u>25,600</u>
EXPENDITURES					
General and administrative					
Repairs and maintenance	-	2,250	-	2,250	2,250
Snow removal	-	21,000	-	21,000	21,000
Contingency	-	5,199	-	2,394	1,550
Total expenditures	<u>-</u>	<u>28,449</u>	<u>-</u>	<u>25,644</u>	<u>24,800</u>
Total expenditures and transfers out requiring appropriation	<u>-</u>	<u>28,449</u>	<u>-</u>	<u>25,644</u>	<u>24,800</u>
ENDING FUND BALANCES	<u>\$ 8,748</u>	<u>\$ -</u>	<u>\$ 14,661</u>	<u>\$ 600</u>	<u>\$ 800</u>
EMERGENCY RESERVE	<u>\$ 300</u>	<u>\$ -</u>	<u>\$ 200</u>	<u>\$ 600</u>	<u>\$ 800</u>
TOTAL RESERVE	<u>\$ 300</u>	<u>\$ -</u>	<u>\$ 200</u>	<u>\$ 600</u>	<u>\$ 800</u>

No assurance provided. See summary of significant assumptions.

**SKY RANCH COMMUNITY AUTHORITY BOARD**  
**DEBT SERVICE FUND - 2019 BONDS**  
**2024 BUDGET**  
**WITH 2022 ACTUAL AND 2023 ESTIMATED**  
**For the Years Ended and Ending December 31,**

10/9/23

	ACTUAL 2022	BUDGET 2023	ACTUAL 6/30/2023	ESTIMATED 2023	BUDGET 2024
BEGINNING FUND BALANCES	\$ 1,667,896	\$ 1,374,005	\$ 1,389,396	\$ 1,389,396	\$ 1,365,000
REVENUES					
Interest income	25,702	20,000	35,394	70,800	68,250
Transfers from Sky Ranch MD No. 1	758,199	837,739	810,140	843,304	1,221,711
Total revenues	<u>783,901</u>	<u>857,739</u>	<u>845,534</u>	<u>914,104</u>	<u>1,289,961</u>
Total funds available	<u>2,451,797</u>	<u>2,231,744</u>	<u>2,234,930</u>	<u>2,303,500</u>	<u>2,654,961</u>
EXPENDITURES					
General and administrative					
Paying agent fees	-	7,500	7,500	7,500	7,500
Contingency	-	9,731	-	450	3,765
Debt Service					
Bond Interest - 2019A	571,750	571,750	285,875	571,750	569,000
Bond Interest - 2019B	342,651	122,763	-	123,800	109,696
Bond Principal - 2019A	-	55,000	-	55,000	150,000
Bond Principal - 2019B	148,000	100,000	-	180,000	450,000
Total expenditures	<u>1,062,401</u>	<u>866,744</u>	<u>293,375</u>	<u>938,500</u>	<u>1,289,961</u>
Total expenditures and transfers out requiring appropriation	<u>1,062,401</u>	<u>866,744</u>	<u>293,375</u>	<u>938,500</u>	<u>1,289,961</u>
ENDING FUND BALANCES	<u>\$ 1,389,396</u>	<u>\$ 1,365,000</u>	<u>\$ 1,941,555</u>	<u>\$ 1,365,000</u>	<u>\$ 1,365,000</u>
DEBT SERVICE RESERVE - SERIES 2019	\$ 915,000	\$ 915,000	\$ 915,000	\$ 915,000	\$ 915,000
SURPLUS FUND - SERIES 2019	450,000	450,000	450,000	450,000	450,000
TOTAL RESERVE	<u>\$ 1,365,000</u>	<u>\$ 1,365,000</u>	<u>\$ 1,365,000</u>	<u>\$ 1,365,000</u>	<u>\$ 1,365,000</u>

No assurance provided. See summary of significant assumptions.

**SKY RANCH COMMUNITY AUTHORITY BOARD**  
**DEBT SERVICE FUND - 2022 BONDS**  
**2024 BUDGET**  
**WITH 2022 ACTUAL AND 2023 ESTIMATED**  
**For the Years Ended and Ending December 31,**

10/9/23

	ACTUAL 2022	BUDGET 2023	ACTUAL 6/30/2023	ESTIMATED 2023	BUDGET 2024
BEGINNING FUND BALANCES	\$ -	\$ 4,666,038	\$ 4,718,381	\$ 4,718,381	\$ 3,923,950
REVENUES					
Interest income	55,343	30,000	109,270	218,540	171,500
Transfers from Sky Ranch MD No. 3	-	337,082	324,437	339,367	364,960
Total revenues	<u>55,343</u>	<u>367,082</u>	<u>433,707</u>	<u>557,907</u>	<u>536,460</u>
TRANSFERS IN					
Transfers from other funds	<u>5,054,553</u>	-	-	-	-
Total funds available	<u>5,109,896</u>	<u>5,033,120</u>	<u>5,152,088</u>	<u>5,276,288</u>	<u>4,460,410</u>
EXPENDITURES					
General and administrative					
Paying agent fees	-	10,000	-	10,000	10,000
Contingency	-	7,662	-	-	9,662
Debt Service					
Bond Interest - 2022A	391,515	1,342,338	671,169	1,342,338	1,342,338
Total expenditures	<u>391,515</u>	<u>1,360,000</u>	<u>671,169</u>	<u>1,352,338</u>	<u>1,362,000</u>
Total expenditures and transfers out requiring appropriation	<u>391,515</u>	<u>1,360,000</u>	<u>671,169</u>	<u>1,352,338</u>	<u>1,362,000</u>
ENDING FUND BALANCES	<u>\$ 4,718,381</u>	<u>\$ 3,673,120</u>	<u>\$ 4,480,919</u>	<u>\$ 3,923,950</u>	<u>\$ 3,098,410</u>
DEBT SERVICE RESERVE - SERIES 2022	\$ 1,978,363	\$ 1,978,363	\$ 1,978,363	\$ 1,978,363	\$ 1,978,363
SURPLUS FUND - SERIES 2022	-	342,424	-	-	-
CAPITALIZED INTEREST - SERIES 2022	1,342,338	1,342,338	671,169	-	-
AVAILABLE FOR FUTURE DEBT SERVICE	1,397,680	9,995	1,831,387	1,945,587	1,120,047
TOTAL RESERVE	<u>\$ 4,718,381</u>	<u>\$ 3,673,120</u>	<u>\$ 4,480,919</u>	<u>\$ 3,923,950</u>	<u>\$ 3,098,410</u>

No assurance provided. See summary of significant assumptions.

PRELIMINARY DRAFT - <sup>6</sup>SUBJECT TO REVISION

**SKY RANCH COMMUNITY AUTHORITY BOARD**  
**CAPITAL PROJECTS FUND**  
**2024 BUDGET**  
**WITH 2022 ACTUAL AND 2023 ESTIMATED**  
**For the Years Ended and Ending December 31,**

10/9/23

	ACTUAL 2022	BUDGET 2023	ACTUAL 6/30/2023	ESTIMATED 2023	BUDGET 2024
BEGINNING FUND BALANCES	\$ (2,893,861)	\$ -	\$ (2,356,797)	\$ (2,356,797)	\$ -
REVENUES					
Interest income	94	-	165	200	200
Developer advance	11,331,027	11,850,000	3,200,650	10,117,956	18,079,800
Developer Advance - Project Management	337,594	550,000	-	430,500	920,000
Other revenue	-	-	966,101	-	-
Bond Proceeds - 2022A	23,345,000	-	-	-	-
Bond Proceeds - 2022B	6,367,000	-	-	-	-
Total revenues	<u>41,380,715</u>	<u>12,400,000</u>	<u>4,166,916</u>	<u>10,548,656</u>	<u>19,000,000</u>
TRANSFERS IN					
Transfers from other funds	80,000	500,000	908,141	908,141	300,000
Total funds available	<u>38,566,854</u>	<u>12,900,000</u>	<u>2,718,260</u>	<u>9,100,000</u>	<u>19,300,000</u>
EXPENDITURES					
General and Administrative					
Bond issue costs	1,019,792	-	-	-	-
Legal	7,420	50,000	-	-	50,000
Fees, Permits and Administration	38,002	50,000	26,933	50,000	50,000
Contingency	-	1,300,000	-	59,500	149,433
Capital Projects					
Repay developer advance	23,735,995	500,000	1,874,241	2,000,000	330,567
Project Management Fee	337,594	550,000	-	430,500	920,000
Utility Construction	-	4,000,000	-	200,000	5,500,000
Promotional Activities	24,560	-	-	-	-
Engineering and Management	227,013	100,000	71,972	200,000	200,000
Utilities	886,725	350,000	-	60,000	500,000
Water	11,991	-	-	-	100,000
Streets	8,281,473	4,000,000	1,348,612	4,100,000	9,000,000
Storm drainage	154,861	-	-	-	500,000
Landscaping	1,143,672	2,000,000	283,143	2,000,000	2,000,000
Total expenditures	<u>35,869,098</u>	<u>12,900,000</u>	<u>3,604,901</u>	<u>9,100,000</u>	<u>19,300,000</u>
TRANSFERS OUT					
Transfers to other fund	5,054,553	-	-	-	-
Total expenditures and transfers out requiring appropriation	<u>40,923,651</u>	<u>12,900,000</u>	<u>3,604,901</u>	<u>9,100,000</u>	<u>19,300,000</u>
ENDING FUND BALANCES	<u>\$ (2,356,797)</u>	<u>\$ -</u>	<u>\$ (886,641)</u>	<u>\$ -</u>	<u>\$ -</u>

No assurance provided. See summary of significant assumptions.

**SKY RANCH COMMUNITY AUTHORITY BOARD  
REGIONAL IMPROVEMENTS FUND  
2024 BUDGET  
WITH 2022 ACTUAL AND 2023 ESTIMATED  
For the Years Ended and Ending December 31,**

10/9/23

	ACTUAL 2022	BUDGET 2023	ACTUAL 6/30/2023	ESTIMATED 2023	BUDGET 2024
BEGINNING FUND BALANCES	\$ 59,041	\$ 15,221	\$ 19,850	\$ 19,850	\$ 92,773
REVENUES					
Transfers from Sky Ranch MD No. 3	653	335,574	322,986	337,851	335,529
Transfers from Sky Ranch MD No. 5	40,530	92,609	90,200	93,213	141,131
Total revenues	<u>41,183</u>	<u>428,183</u>	<u>413,186</u>	<u>431,064</u>	<u>476,660</u>
Total funds available	<u>100,224</u>	<u>443,404</u>	<u>433,036</u>	<u>450,914</u>	<u>569,433</u>
EXPENDITURES					
General and Administrative					
Legal	374	5,000	-	-	-
Repay developer advance	-	-	-	-	569,433
Contingency	-	38,404	-	-	-
Total expenditures	<u>374</u>	<u>43,404</u>	<u>-</u>	<u>-</u>	<u>569,433</u>
TRANSFERS OUT					
Transfers to other fund	<u>80,000</u>	<u>400,000</u>	<u>358,141</u>	<u>358,141</u>	<u>-</u>
Total expenditures and transfers out requiring appropriation	<u>80,374</u>	<u>443,404</u>	<u>358,141</u>	<u>358,141</u>	<u>569,433</u>
ENDING FUND BALANCES	<u>\$ 19,850</u>	<u>\$ -</u>	<u>\$ 74,895</u>	<u>\$ 92,773</u>	<u>\$ -</u>

No assurance provided. See summary of significant assumptions.

**SKY RANCH COMMUNITY AUTHORITY BOARD  
2024 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Services Provided**

Sky Ranch Community Authority Board (the CAB) is a political subdivision and public corporation of the State of Colorado, formed pursuant to the Second Amended and Restated Sky Ranch Community Authority Board Establishment Agreement, dated August 13, 2021, (as restated and amended, the CABEA), as may be further amended from time to time, between Sky Ranch Metropolitan District No. 1 (District No. 1), Sky Ranch Metropolitan District No. 3 (District No. 3) and Sky Ranch Metropolitan District No. 5 (District No. 5, and together with District No. 1 and District No. 3, the CAB Districts), under authority granted by Sections 18(2)(a) and (b) of Article XIV of the Colorado Constitution and Sections 29-1-203 and 29-1-203.5 of the Colorado Revised Statutes, as amended.

The CAB Districts and Sky Ranch Metropolitan District No. 4 (District No. 4) exist for the purpose of financing, constructing, installing, acquiring and operating and maintaining certain public improvements as described in the their respective Service Plans (collectively, the Public Improvements) to serve and benefit a planned, mixed-use development consisting of residential, commercial, and retail properties within the boundaries of the project area known as Sky Ranch (the Development or the Service Area). The CAB Districts and District No. 4 are collectively referred to as the Districts.

The Districts' respective Service Plans contemplated that the Districts, with the approval of their electors, would enter into one or more intergovernmental agreements to coordinate the financing, installation, construction and operations and maintenance of Public Improvements that benefit the users of, and residents within, the Service Area, and the CAB Districts entered into the CABEA and formed the CAB for those purposes. District No. 4 is currently in inactive status, but the boards of District No. 4 may decide to become parties to the CABEA in the future, at which time it would also become CAB Districts.

Under the CABEA, each CAB District shall transfer certain revenues received by it to fund the operation and maintenance costs and capital costs of the Public Improvements. Each CAB District has agreed, and the CABEA provides, that the CAB will own, operate maintain, finance and construct Public Improvements benefiting the CAB Districts, and that the CAB Districts will contribute to the costs of construction, operation and maintenance of such Public Improvements. It is the intent of the CAB Districts that the CAB may, from time to time, issue debt and use proceeds to finance the Public Improvements and that the CAB will enter into contracts to construct the Public Improvements.

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



**SKY RANCH COMMUNITY AUTHORITY BOARD  
2024 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Revenues**

**Transfers from Metro Districts Nos. 1, 3 and 5**

Pursuant to a Capital Pledge Agreement, dated November 1, 2019, District No. 1 agrees to impose ad valorem property taxes upon all taxable property of District No. 1, and to transfer the revenues generated from such mill levy imposition, along with revenues generated from the imposition of specific ownership taxes, to the CAB for payment of principal and interest on bonds the CAB has issued or will issue, including without limitation, the CAB's Series 2019 Bonds (see Debt and Leases), as well as future bond issuances by the CAB.

Pursuant to a Capital Pledge Agreement to be executed by and between the CAB, District No. 3, and the Trustee ( the "Pledge Agreement"), District No. 3 agrees to agree to impose ad valorem property taxes upon all taxable property of District No. 3, and to transfer the revenues generated from such mill levy imposition, along with revenues generated from the imposition of specific ownership taxes, to the CAB for payment of principal and interest on of Limited Tax Supported District No. 3 Senior Bonds, Limited Tax Supported District No. 3 Subordinate Bonds and any Additional Bonds (as such term is defined in the Pledge Agreement).

Pursuant to the CABEA, District Nos. 1, 3 and 5 will impose an operations mill levy and will transfer tax revenues, net of collection fees, to the CAB to fund the operations and maintenance costs.

District Nos. 3 and 5 are also authorized to impose a mill levy to generate revenue for the planning, design, acquisition, construction, installation, relocation and/or redevelopment, and the administration, overhead and operations and maintenance costs incurred with respect to the Regional Improvements. District Nos. 3 and 5 will transfer property taxes, net of fees, derived from the Regional Improvements Mill Levy, together with specific ownership taxes, to the CAB to contribute to the funding of the Regional Improvements.

**O&M Fees and Administrative Fees**

On March 8, 2019, the CAB's Board of Directors adopted Resolution No. 2019-03-01, Resolution of the Board of Directors of Sky Ranch Community Authority Board Regarding the Imposition of Operations and Maintenance Fees (the Original O&M Fee Resolution), which imposed certain operations and maintenance fees on real property within the boundaries of District No. 1, effective April 1, 2019. On November 8, 2019, the CAB's Board of Directors adopted Resolution No. 2019-11-03, Amended and Restated Resolution of the Board of Directors of Sky Ranch Community Authority Board Regarding the Imposition of Operations and Maintenance Fees (the Amended and Restated Resolution), which amended and restated the Original O&M Fee Resolution in its entirety. On February 12, 2021, the CAB's Board of Directors adopted Resolution No. 2021-02-01, Second Amended and Restated Resolution of the Board of Directors of Sky Ranch Community Authority Board Regarding the Imposition of Operations and Maintenance Fees, which amended and restated the Amended and Restated Resolution in its entirety subject to additional lots developed wince the adoption of the Original O&M Fee Resolution.

**SKY RANCH COMMUNITY AUTHORITY BOARD  
2024 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Revenues (continued)**

**O&M Fees and Administrative Fees (continued)**

Pursuant to the O&M Fee Resolution, the CAB imposes certain operations and maintenance fees (O&M Fees) on real property within the boundaries of District No. 1 as follows: (1) for platted lots, there are no O&M Fees imposed on homebuilders; (2) upon transfer of a finished lot to a homebuilder, (i) for the time period between April 1, 2019 and December 31, 2019, the CAB imposed O&M Fees upon homebuilders at the rate of \$25 per month, or \$75 per quarter, billed quarterly, and (ii) commencing January 1, 2020, the CAB imposes O&M Fees upon homebuilders at the rate of \$50 per month, or \$150 per quarter, billed quarterly; (3) upon transfer of a residential unit from a homebuilder to an owner, or from one owner to another owner, the CAB imposes O&M Fees upon the owners at the rate of \$50 per month, or \$150 per quarter, billed quarterly. Under the O&M Fee Resolution, the CAB also imposes an Administrative Fee of \$100 per conveyance or refinance.

**Alley Assessment Fees**

On January 14, 2022, the CAB's Board of Directors adopted Resolution No. 2022-01-02, Resolution of the Board of Directors of Sky Ranch Community Authority Board Regarding the Imposition of Alleyway Operations and Maintenance Fees. Pursuant to the Resolution, the CAB imposes CAB Alleyway Fees of \$27 per month per lot on the properties which have alleyways within their boundaries to provide Alley Improvements and Services.

**Public Improvement Fees**

Pursuant to the PIF Covenant, the CAB imposes a Retail Public Improvement Fee (Retail PIF) and a one-time Material Sales and Use Public Improvement Fee (Material Sales and Use PIF). The Retail PIF is applied to the sale of goods at a rate of 2.75%, in addition to all sales and use taxes that may be imposed and is collected by the retailers in the Districts and remitted to the Districts within 20 days after month end. The Material Sales and Use PIF is imposed on construction activities for the materials incorporated into the construction of any newly constructed building, dwelling or structure within property. The Material Sales and Use PIF is payable by homebuilders and is equal to 2.75% of an amount equal to 50% of the Construction Valuation Amount.

**Interest Income**

Interest earned on the CAB's available funds has been estimated based on an average interest rate of approximately 5%.

**Developer Advances**

The CAB is in the development stage. As such, the CAB's capital projects will be funded by the Developer. Developer advances are recorded as revenue for budget purposes with an obligation for future repayment when the CAB is financially able to reimburse the Developer from bond proceeds (if applicable) and other legally available revenues.

**SKY RANCH COMMUNITY AUTHORITY BOARD  
2024 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Revenues (continued)**

**Developer Advances – Project Management**

In 2017, and as amended and restated in 2020, the CAB and Developer entered into two service agreements for project management services, under which the Developer provides project management services for the CAB's construction of on and offsite CAB eligible improvements. The cost of the project management services are five percent (5%) of the actual construction costs of public improvements that are eligible for reimbursement by the CAB. In the event the CAB does not have sufficient revenue to pay invoices when due, the amounts owed by the CAB to the Developer under the project management services agreements accrue as developer advances.

**Expenditures**

**General, Administrative, Operations and Maintenance**

The CAB's 2024 budget includes fees for outsourced services (legal, accounting, management, others), insurance, dues, and other administrative expenditures. The budgets for Operations and Maintenance Fees Fund and Alley Assessment Fee Fund also include budgeted expenditures for the operations and maintenance of the grounds within the Districts (e.g. utilities, covenant control, snow removal, landscaping, etc.).

**Debt Service**

Principal and interest payments are provided based on the debt amortization schedule from the Series 2019A Bonds and 2022A Bonds. Debt service schedule is not provided for the Series 2019B Bonds and 2022B Bonds because their repayment schedules are based on available cash flow.

**Capital Outlay**

The CAB anticipates infrastructure improvements during 2024 as displayed on Capital Projects Fund page of the budget.

**Regional Improvements**

The CAB anticipates no activity related to Regional Improvements in 2024.

**SKY RANCH COMMUNITY AUTHORITY BOARD  
2024 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Debt and Leases**

**Series 2019 Bonds**

On November 19, 2019, the CAB issued \$11,435,000 in Limited Tax Supported District No. 1 Senior Bonds, Series 2019A (Senior Bonds) and \$1,760,000 in Limited Tax Supported District No. 1 Subordinate Bonds, Series 2019B (Subordinate Bonds) (collectively, Series 2019 Bonds), for the purposes of (i) finance public improvements related to the Development, (ii) pay capitalized interest on the 2019A Senior Bonds, (iii) fund a deposit to the Senior Bonds Reserve Fund, and (iv) pay other costs in connection with the issuance of the 2019 Bonds.

The Senior Bonds are term bonds which bear interest at 5.00%, payable semi-annually on June 1 and December 1, beginning on June 1, 2020. Annual mandatory sinking fund principal payments are due on December 1, beginning on December 1, 2023. The Senior Bonds mature on December 1, 2049 and are subject to optional redemption as described in the Senior Indenture.

The Senior Bonds are secured by and payable solely from Senior Pledged Revenues, which includes property taxes generated by the imposition of the District No. 1 Senior Required Mill Levy (in accordance with the Pledge Agreement) net of the cost of collection, all other Required Mill Levy Revenue (pursuant to the Pledge Agreement), Specific Ownership Taxes attributable to the District No. 1 Senior Required Mill Levy, and any other legally available amounts that the CAB may designate by resolution of the Board to be deposited with the Trustee for deposit into the Senior Revenue Fund. The Senior Bonds are also secured by amounts held in the Senior Reserve Fund, in the amount of the Required Reserve equal to \$915,000, and amounts accumulated in the Surplus Fund, if any.

The Subordinate Bonds bear interest at 7.625% per annum and are payable annually from available Subordinate Pledged Revenue on December 15, beginning on December 15, 2020. Unpaid interest on the Subordinate Bonds compounds annually on each December 15. The Subordinate Bonds are subject to optional and mandatory redemption prior to maturity as described in the Subordinate Indenture.

The Subordinate Bonds are secured by and payable from Subordinate Pledged Revenues derived by the CAB from the following sources, net of any cost of collection: a) the District No. 1 Subordinate Required Mill Levy Revenues; b) Specific Ownership Tax Revenues, attributable to the Subordinate Required Mill Levy; and c) any other legally available moneys which the CAB determines, in its absolute discretion, to transfer to the Trustee for application as Subordinate Pledged Revenue. The Subordinate Bonds are structured as cash flow bonds, meaning that no regularly scheduled principal payments are due prior to maturity date and interest payments not paid when due will accrue and compound until Subordinate Pledged Revenues are available.

**SKY RANCH COMMUNITY AUTHORITY BOARD  
2024 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Debt and Leases (continued)**

**Series 2022 Bonds**

On August 16, 2022, the CAB issued \$23,345,000 in Limited Tax Supported District No. 3 Senior Bonds, Series 2022A (2022A Bonds) and \$6,367,000 in Limited Tax Supported District No. 3 Subordinate Bonds, Series 2022B<sup>(3)</sup> (2022B Bonds) (collectively, Series 2022 Bonds), for the purposes of (i) reimburse the Developer for the construction of certain public improvements necessary to support the Development, (ii) funding capitalized interest on the 2022A Bonds, (iii) funding the 2022A Reserve Fund, and (iv) pay other costs related to the issuance of the 2022 Bonds.

The 2022A Bonds bear interest at the rate of 5.75% per annum, payable to the extent of 2022A Senior Pledged Revenue on each June 1 and December 1 (“Interest Payment Dates”), beginning on December 1, 2022. Annual mandatory sinking fund principal payments are due on each December 1, beginning December 1, 2027. The Senior Bonds mature on December 1, 2052.

The 2022A Bonds are secured by and payable solely from and to the extent of 2022A Senior Pledged Revenue, which includes all District No. 3 Senior Required Mill Levy Revenue, and 2022A Senior Specific Ownership Taxes attributable to the District No. 3 Senior Required Mill Levy. The 2022A Bonds are additionally secured by by capitalized interest in the amount of \$3,076,190 and the 2022A Bonds Reserve Fund in the amount of the 2022A Senior Bonds Reserve Requirement of \$1,978,363, which will both be funded from proceeds of the 2022A Bonds, and by amounts, if any, on deposit in the 2022A Senior Bonds Surplus Fund, which is required to be funded with excess 2022A Senior Pledged Revenue, if any, up to the 2022A Maximum Surplus Amount of \$2,334,500.

The 2022B Bonds are structured as “cash flow” bonds, meaning that there are no scheduled payments of principal or interest prior to the maturity date. Instead, principal is payable on each December 15, beginning on December 15, 2022, from and to the extent of available 2022B Subordinate Pledged Revenue, if any, pursuant to a mandatory redemption. The 2022B Bonds mature on December 15, 2052.

The 2022B Bonds bear interest at 8.75% per annum, payable annually to the extent of 2022B Subordinate Pledged Revenue available on each December 15, commencing on December 15, 2022. To the extent principal of any 2022B Bond is not paid when due, such principal is to remain outstanding until the earlier of its payment or the 2022B Bond Discharge Date of December 16, 2062.

The Subordinate Bonds are secured by and payable from 2022B Subordinate Pledged Revenues generally defined in the 2022B Subordinate Indenture as all District No. 3 Subordinate Required Mill Levy Revenue, and all 2022B Subordinate Specific Ownership Taxes.

**SKY RANCH COMMUNITY AUTHORITY BOARD  
2024 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Debt and Leases (continued)**

The following is an analysis of anticipated changes in the CAB's long-term obligations, subordinate to the Senior Bonds, for the years ending December 31, 2023 and 2024.

	Balance at December 31, 2022	Additions	Reductions	Anticipated Balance at December 31, 2023
Limited Tax Supported Revenue Bonds -				
Subordinate - Series 2019B	\$1,612,000	\$-	\$180,000	\$1,432,000
Accrued Interest on				
Subordinate - Series 2019B	6,823	122,980	123,800	6,003
Limited Tax Supported Revenue Bonds -				
Subordinate - Series 2022B	6,367,000	-	-	6,367,000
Accrued Interest on				
Subordinate - Series 2022B	209,633	575,455	-	785,088
Developer Advances	16,540,169	10,117,956	1,153,016	25,505,109
Accrued Interest on				
Developer Advances	583,256	1,155,709	846,984	891,981
Developer Advances - Project Management	2,279,705	430,500	-	2,710,205
Accrued Interest on				
Developer Advances - Project Management	359,263	136,782	-	496,045
Total	<u>\$27,957,849</u>	<u>\$12,539,382</u>	<u>\$2,303,800</u>	<u>\$38,193,431</u>
	Anticipated Balance at December 31, 2023	Additions	Reductions	Anticipated Balance at December 31, 2024
Limited Tax Supported Revenue Bonds -				
Subordinate - Series 2019B	\$1,432,000	\$-	\$435,000	\$997,000
Accrued Interest on				
Subordinate - Series 2019B	6,003	109,193	109,696	5,500
Limited Tax Supported Revenue Bonds -				
Subordinate - Series 2022B	6,367,000	-	-	6,367,000
Accrued Interest on				
Subordinate - Series 2022B	785,088	625,808	-	1,410,896
Developer Advances	25,505,109	18,010,367	-	43,515,476
Accrued Interest on				
Developer Advances	891,981	2,078,173	975,000	1,995,154
Developer Advances - Project Management	2,710,205	920,000	-	3,630,205
Accrued Interest on				
Developer Advances - Project Management	496,045	162,612	-	658,657
Total	<u>\$38,193,431</u>	<u>\$21,906,153</u>	<u>\$1,519,696</u>	<u>\$58,579,888</u>

The CAB currently has no operating or capital leases.

**SKY RANCH COMMUNITY AUTHORITY BOARD  
2024 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Reserve Funds**

**Emergency Reserve**

The CAB has provided for an emergency reserve in 2024 equal to at least 3% of fiscal year spending, excluding advances and debt issuances, as defined under TABOR.

**Debt Service Reserve Fund**

The CAB is required to maintain a debt service reserve of \$915,000 in accordance with the 2019 bonds issuance. The CAB is also required to maintain a debt service reserve of \$1,978,363 in accordance with the 2022 bonds issuance. Both reserves have been established.

**This information is an integral part of the accompanying forecasted budget.**

**SKY RANCH COMMUNITY AUTHORITY BOARD  
SCHEDULE OF DEBT SERVICE REQUIREMENTS TO MATURITY**

Bonds and Interest Maturing in the Year Ending December 31,	\$11,435,000 Limited Tax Supported District No. 1 Senior Bonds Dated November 19, 2019 Series 2019A Interest Rate of 5.00% Payable June 1 and December 1 Principal Due December 1			\$23,345,000 Limited Tax Supported District No. 3 Senior Bonds Dated August 16, 2022 Series 2022A Interest Rate of 5.75% Payable June 1 and December 1 Principal Due December 1			Totals			
	Principal	Interest	Total	Principal	Interest	Total	Principal	Interest	Total	
	2024	\$ 150,000	\$ 569,000	\$ 719,000	\$ -	\$ 1,342,338	\$ 1,342,338	\$ 150,000	\$ 1,911,338	\$ 2,061,338
	2025	160,000	561,500	721,500	-	1,342,338	1,342,338	160,000	1,903,838	2,063,838
2026	180,000	553,500	733,500	-	1,342,338	1,342,338	180,000	1,895,838	2,075,838	
2027	190,000	544,500	734,500	140,000	1,342,338	1,482,338	330,000	1,886,838	2,216,838	
2028	215,000	535,000	750,000	245,000	1,334,288	1,579,288	460,000	1,869,288	2,329,288	
2029	225,000	524,250	749,250	270,000	1,320,200	1,590,200	495,000	1,844,450	2,339,450	
2030	250,000	513,000	763,000	315,000	1,304,675	1,619,675	565,000	1,817,675	2,382,675	
2031	265,000	500,500	765,500	335,000	1,286,563	1,621,563	600,000	1,787,063	2,387,063	
2032	290,000	487,250	777,250	385,000	1,267,300	1,652,300	675,000	1,754,550	2,429,550	
2033	305,000	472,750	777,750	405,000	1,245,163	1,650,163	710,000	1,717,913	2,427,913	
2034	335,000	457,500	792,500	465,000	1,221,875	1,686,875	800,000	1,679,375	2,479,375	
2035	355,000	440,750	795,750	490,000	1,195,138	1,685,138	845,000	1,635,888	2,480,888	
2036	390,000	423,000	813,000	550,000	1,166,963	1,716,963	940,000	1,589,963	2,529,963	
2037	405,000	403,500	808,500	585,000	1,135,338	1,720,338	990,000	1,538,838	2,528,838	
2038	445,000	383,250	828,250	650,000	1,101,700	1,751,700	1,095,000	1,484,950	2,579,950	
2039	465,000	361,000	826,000	690,000	1,064,325	1,754,325	1,155,000	1,425,325	2,580,325	
2040	505,000	337,750	842,750	765,000	1,024,650	1,789,650	1,270,000	1,362,400	2,632,400	
2041	530,000	312,500	842,500	810,000	980,663	1,790,663	1,340,000	1,293,163	2,633,163	
2042	575,000	286,000	861,000	890,000	934,088	1,824,088	1,465,000	1,220,088	2,685,088	
2043	605,000	257,250	862,250	940,000	882,913	1,822,913	1,545,000	1,140,163	2,685,163	
2044	650,000	227,000	877,000	1,035,000	828,863	1,863,863	1,685,000	1,055,863	2,740,863	
2045	685,000	194,500	879,500	1,090,000	769,350	1,859,350	1,775,000	963,850	2,738,850	
2046	735,000	160,250	895,250	1,195,000	706,675	1,901,675	1,930,000	866,925	2,796,925	
2047	770,000	123,500	893,500	1,260,000	637,963	1,897,963	2,030,000	761,463	2,791,463	
2048	830,000	85,000	915,000	1,370,000	565,513	1,935,513	2,200,000	650,513	2,850,513	
2049	870,000	43,500	913,500	1,450,000	486,738	1,936,738	2,320,000	530,238	2,850,238	
2050	-	-	-	1,575,000	403,363	1,978,363	1,575,000	403,363	1,978,363	
2051	-	-	-	1,665,000	312,800	1,977,800	1,665,000	312,800	1,977,800	
2052	-	-	-	3,775,000	217,063	3,992,063	3,775,000	217,063	3,992,063	
	<u>\$ 11,380,000</u>	<u>\$ 9,757,500</u>	<u>\$ 21,137,500</u>	<u>\$ 23,345,000</u>	<u>\$ 28,763,513</u>	<u>\$ 52,108,513</u>	<u>\$ 34,725,000</u>	<u>\$ 38,521,013</u>	<u>\$ 73,246,013</u>	



# Sky Ranch CAB – Project Manager Board Report

Date: 10/13/23

## DESIGN AND CONSTRUCTION

---

### Status Report and Progress Updates

#### Phase I (Filings 1-3)

- Grading, Utilities and Streets – final acceptance granted for Phase 1; working on punch lists for phases 2 and 3
- Landscaping – install and turnover complete
- Maintaining SEMSWA and Urban Drainage compliance – field work complete – working on turnover/acceptance process

#### Phase II (Filings 4-7)

- ASP/Plat/CDs – Filing 5 Complete; Filing 6 Final Plat recorded, finalizing ASP and CDs
- Grading/GESC – programming Filing 6 start
- Utilities – pond certification for Filing 4; Filing 5 sanitary sewer 95% complete, water 50% complete
- Streets – Filing 4 90% complete – working on intersection tie-ins on Monaghan at 6<sup>th</sup> and 10<sup>th</sup>; Filing 5 bids – award to MMM for paving and PEI for concrete
- I70 Interchange – improvements complete
- School status – school open; minor punch list items

## BUDGET

---

- Budget review – no changes

## CONTRACTS, CHANGE ORDERS AND TASK ORDERS

---

### Phase I

### Phase II

- CDI, CO7, \$3,250.00 – weeding
- KT Engineering
  - TO#16, \$10,020.00 – Filing 4 pond, school, Monaghan & 10<sup>th</sup> staking
  - TO#17, \$2,900.00 – Filing 5 sanitary as-builts
- MMM, CO14, \$7,294.00 – 10<sup>th</sup> Ave and Monaghan intersection
- PEI
  - CO18, \$7,932.05 – 8<sup>th</sup> and Carrie signage and striping revisions
  - CO19, \$67,678.00 – 10<sup>th</sup> and Monaghan Phase 1 Improvements and Traffic Control
- Westwood Professional Services, MSA and TO#1, \$259,000.00 – Filing 7 civil engineering

## Sky Ranch Phase 2 Quad 2a (Filing 4) - 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	122,156.37	122,156.37	-	100,449.18	100%	-
Grading	Bemas	1,069,081.09	1,004,412.35	-	522,294.42	94%	64,668.74
Landscaping	CDI	1,859,119.16	665,162.29	33,258.11	665,162.29	36%	1,193,956.87
Fees, Permits and Administration	CDPHE	660.59	660.59	-	543.20	100%	-
Erosion Control	CMS	5,467.50	4,202.08	-	3,455.42	77%	1,265.42
Geotech	Cole Garner	836.50	-	-	-	0%	836.50
Fees, Permits and Administration	Colorado Geological Survey	123.02	123.02	-	101.16	100%	-
Water	Copeland	3,457.18	3,457.18	-	-	100%	-
Planning and Engineering	CTL Thompson	2,975.00	1,105.00	-	908.64	37%	1,870.00
Geotech	CTL Thompson	296,893.95	295,281.40	-	242,813.63	99%	1,612.55
Planning and Engineering	CVL Consultants	518,243.01	523,131.33	-	430,170.89	101%	(4,888.32)
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	1,956.13	1,956.13	-	1,608.52	100%	0.00
Water	Ferguson	5,769.96	5,769.96	-	5,769.96	100%	-
District	IDES	81,000.00	77,776.79	-	-	96%	3,223.22
Survey	KT Engineering	323,038.50	271,424.55	-	224,870.28	84%	51,613.95
Planning and Engineering	LSC	17,793.00	16,943.45	-	13,932.60	95%	849.55
Asphalt	Martin Marietta	4,028,667.09	4,030,720.15	201,536.01	4,030,720.15	100%	(2,053.06)
Legal Title	McGeady Becher	61.99	61.99	-	-	100%	-
Planning and Engineering	MPI Designs	17,361.25	14,777.25	-	12,151.33	85%	2,584.00
Sanitary Sewer	Nelson	1,741,134.27	1,669,433.28	(12,632.51)	1,669,433.28	96%	71,700.99
Water	Nelson	1,809,632.40	1,802,743.87	(3,458.13)	1,802,743.87	100%	6,888.53
Storm Sewer	Nelson	3,880,163.67	3,854,551.98	(25,774.11)	3,854,551.98	99%	25,611.69
Asphalt	Nelson	707,856.20	707,856.20	35,392.81	707,856.20	100%	-
Planning and Engineering	PCS Group	138,284.19	142,302.47	-	117,015.32	103%	(4,018.28)
Concrete	PEI	2,178,511.36	2,270,936.40	60,928.68	2,270,936.40	104%	(92,425.04)
Warranty and Turnover	PEI	137,399.65	-	-	-	0%	137,399.65
Landscaping	Pure Cycle Fencing	344,344.88	218,614.71	10,930.74	218,614.71	63%	125,730.17
Erosion Control	Pure Cycle GESC	443,116.85	370,448.09	18,522.40	304,624.15	84%	72,668.76
Fees, Permits and Administration	Rangeview	490,091.98	490,091.98	-	403,002.64	100%	-
Fees, Permits and Administration	SEMSWA	23,316.35	23,316.35	-	19,173.04	100%	-
District	Sentinel	293.15	293.15	-	293.15	100%	-
Planning and Engineering	Studio DH	1,350.00	1,350.00	-	1,350.00	100%	-
Planning and Engineering	Studio Lightning	6,205.00	2,890.00	-	2,376.45	47%	3,315.00
Fees, Permits and Administration	Tri-County Health	240.30	240.30	-	197.60	100%	-
Planning and Engineering	Underground Consulting	270.00	270.00	-	222.02	100%	-
-	-	-	-	-	-	0%	-
-	-	-	-	-	-	0%	-
-	-	-	-	-	-	0%	-
<b>Total</b>		<b>20,267,127.76</b>	<b>18,596,590.13</b>	<b>318,704.01</b>	<b>17,629,093.55</b>	<b>30</b>	<b>1,670,537.63</b>

**Sky Ranch Phase 2 Quad 2b (Filing 5) - CAB Contracts Summary**

Activity Description	Vendor	Total Contracts	Total Invoices	Total Retainage	Total Reimbursable	% Complete	Remaining to Spend
Sanitary Sewer	American West	1,158,878.50	1,461,078.50	73,053.93	1,461,078.50	126%	(302,200.00)
Water	American West	1,510,906.00	402,935.10	20,146.76	402,935.10	27%	1,107,970.90
Storm Sewer	American West	1,210,976.00	323,964.00	16,198.20	323,964.00	27%	887,012.00
Planning and Engineering	Aquatech	3,900.00	-	-	-	0%	3,900.00
Fees, Permits and Administration	Arapahoe County	62,116.05	62,116.05	-	51,078.03	100%	-
Grading	Bemas	1,069,081.09	1,004,412.35	-	522,294.42	94%	64,668.74
Landscaping	CDI	109,359.96	39,127.20	1,956.36	39,127.20	36%	70,232.76
Fees, Permits and Administration	CDPHE	611.66	611.66	-	502.97	100%	-
Erosion Control	CMS	12,172.50	5,470.81	-	4,498.72	45%	6,701.69
Geotech	Cole Garner	41.83	-	-	-	0%	41.83
Fees, Permits and Administration	Colorado Geological Survey	113.90	112.05	-	92.14	98%	1.85
Water	Copeland	203.36	203.36	-	-	100%	-
Planning and Engineering	CTL Thompson	175.00	65.00	-	53.45	37%	110.00
Geotech	CTL Thompson	250,449.35	71,189.88	-	58,540.34	28%	179,259.47
Planning and Engineering	CVL Consultants	475,107.59	482,611.99	-	396,851.84	102%	(7,504.40)
Planning and Engineering	David Evans	1,625.00	-	-	-	0%	1,625.00
Planning and Engineering	ERC	3,971.50	1,971.75	-	1,621.37	50%	1,999.76
Planning and Engineering	ERO	1,811.23	1,811.23	-	1,489.37	100%	-
Water	Ferguson	339.41	339.41	-	339.41	100%	-
District	IDES	75,000.00	72,015.57	-	-	96%	2,984.43
Survey	KT Engineering	168,979.50	49,056.15	-	40,339.49	29%	119,923.35
Planning and Engineering	LSC	16,475.00	15,688.39	-	12,900.56	95%	786.61
Asphalt	Martin Marietta	236,980.43	237,101.19	11,855.06	237,101.19	100%	(120.76)
Legal Title	McGeady Becher	57.40	57.40	-	-	100%	-
Planning and Engineering	MPI Designs	9,381.25	7,424.25	-	6,104.96	79%	1,957.00
Sanitary Sewer	Nelson	108,201.95	98,201.95	(743.09)	98,201.95	91%	10,000.00
Water	Nelson	223,873.45	223,468.24	(203.42)	223,468.24	100%	405.21
Storm Sewer	Nelson	228,244.93	226,738.35	(1,516.12)	226,738.35	99%	1,506.58
Asphalt	Nelson	41,638.60	41,638.60	2,081.93	41,638.60	100%	-
Planning and Engineering	PCS Group	128,040.90	131,761.52	-	108,347.50	103%	(3,720.62)
Concrete	PEI	128,147.73	133,584.49	3,584.04	133,584.49	104%	(5,436.76)
Landscaping	Pure Cycle Fencing	20,255.58	12,859.69	642.98	12,859.69	63%	7,395.89
Erosion Control	Pure Cycle GESC	270,014.55	57,791.06	2,889.55	47,522.32	21%	212,223.49
Fees, Permits and Administration	Rangeview	46,328.94	46,328.94	-	38,096.29	100%	-
Fees, Permits and Administration	SEMSWA	15,534.45	15,534.45	-	12,773.98	100%	-
District	Sentinel	303.99	305.33	-	305.33	100%	(1.34)
Planning and Engineering	Studio DH	1,250.00	1,250.00	-	1,250.00	100%	-
Planning and Engineering	Studio Lightning	365.00	170.00	-	139.79	47%	195.00
Fees, Permits and Administration	Tri-County Health	222.50	226.70	-	186.42	102%	(4.20)
Planning and Engineering	Underground Consulting	250.00	250.00	-	205.58	100%	-
-	-	-	-	-	-	0%	-
<b>Total</b>		<b>3,706,725.58</b>	<b>3,041,495.00</b>	<b>20,547.29</b>	<b>2,318,253.97</b>	<b>28</b>	<b>665,230.58</b>

# SKY RANCH COMMUNITY AUTHORITY BOARD

## Board Meeting Project Status

### October 13<sup>th</sup>, 2023



*Filing 5*  
(View: Southwest)

### Cost Certification Reports

#### **Phase I (Filing Nos. 1 – 3)**

Cost Certification Report #8 Certifies \$311,117.93 in Verified Costs

#### **Phase II (Filing Nos. 4 – 7)**

None

### Construction Contract Documents

#### **Phase I (Filing Nos. 1 – 3)**

None

#### **Phase II (Filing Nos. 4 – 7)**

##### **Filing 4 Erosion Control – Pure Cycle**

**Recommended for Approval:**

##### *Pay Applications*

- Pay Application #9 is recommended for payment \$106,809.69 (\$93,500.73 District; \$18,930.52 Non-District; \$5,621.56 Retained)
  - \$439,146.28 Billed to Date. \$21,957.31 Retained. \$417,188.96 Paid to Date.

##### **Filing 4 Wet Utilities – Nelson Pipeline**

**Recommended for Approval:**

##### *Pay Applications*

- Pay Application #22 is recommended for payment of \$64,056.17 (\$0.00 District; \$0.00 Non-District; -\$64,056.17 Retained)
  - \$9,989,706.66 Billed to Date. \$0.00 Retained. \$9,989,706.66 Paid to Date.

#### **Filing 4 Concrete – Premier Earthworks & Infrastructure**

##### **Recommended for Approval:**

##### *Change Orders*

- Change Order #18: \$7,932.05 for costs associated with additional scope for mobilization and installation of signage along Carrie Street.
- Change Order #19: \$67,678.00 or costs associated with additional scope mobilization, demolition, and construction of medians at 10th & Monaghan.

##### *Pay Applications*

- Pay Application #19 is recommended for payment of \$7,932.05 (\$7,932.05 District; \$0.00 Non-District; \$0.00 Retained)
  - \$2,671,689.87 Billed to Date. \$61,903.68 Retained. \$2,609,786.19 Paid to Date.

#### **Filing 4 Paving – Martin Marietta**

##### **Recommended for Approval:**

##### *Change Orders*

- Change Order #14: \$7,294.00 for costs associated with mobilization needed for mud removal and base replacement on Monaghan Road.

##### *Pay Applications*

- Pay Application #16 is recommended for payment \$6,929.30 (\$7,294.00 District; \$0.00 Non-District; \$364.70 Retained)
  - \$4,742,023.70 Billed to Date. \$237,101.19 Retained. \$4,504,922.52 Paid to Date.

#### **Filing 4 Fence Installation – Pure Cycle**

##### **Recommended for Approval:**

##### *Pay Applications*

- Pay Application #7 is recommended for payment \$11,030.30 (\$11,610.84 District; \$0.00 Non-District; \$580.54 Retained)
  - \$257,193.79 Billed to Date. \$12,859.69 Retained. \$244,334.10 Paid to Date.

#### **Filing 4 Landscape – Consolidated Divisions Inc.**

##### **Recommended for Approval:**

##### *Change Orders*

- Change Order #7: \$3,250.00 for costs for the mobilization and herbicide treatment for de-weeding landscape areas within the contract.

##### *Pay Applications*

- Pay application #9 is recommended for payment of \$290,808.11 (\$306,113.80 District; \$0.00 Non-District; \$15,305.69 Retained)
  - \$1,088,657.65 Billed to Date. \$54,432.88 Retained. \$1,034,224.76 Paid to Date.

#### **Filing 5 GESG– Pure Cycle**

##### **Recommended for Approval:**

##### *Pay Applications*

- Pay Application #1 is recommended for payment of \$34,200.00 (\$28,426.38 District; \$7,573.62 Non-District; \$1,800.00 Retained)
  - \$36,000.00 Billed to Date. \$1,800.00 Retained. \$34,200.00 Paid to Date.

#### **Filing 5 Wet Utilities – American West Construction**

##### **Recommended for Approval:**

##### *Pay Applications*

- Pay Application #4 is recommended for payment of \$687,463.32 (\$662,110.60 District; \$61,535.00 Non-District; \$36,182.28 Retained)
  - \$2,187,977.60 Billed to Date. \$109,398.88 Retained. \$2,078,578.72 Paid to Date.

## **Contractor / Vendor Agreements**

### **Phase I (Filing Nos. 1 – 3)**

None

### **Phase II (Filing Nos. 4 – 7)**

#### **Filing 5 Roadways - Discussion**

- Martin Marietta Materials (Subgrade, Base Course, and Asphalt Paving) and PEI (Concrete, Signage and Striping) are the front runners, as a team, to complete Filing 5 Roadways Project scope.
- The Engineer and CAB Committee are working with these contractors to clarify scopes, scheduling, and proposed project cost prior to recommending an NTP and NOA.

### **Consultant/Vendor Task Orders**

None

## **Other Matters**

None

# Sky Ranch Community Authority Board

## Contractors Change Order Log Paid-To-Date Summary

<b>Contractor</b>	<b>Change Orders</b>	<b>Total Contract Amount</b>	<b>Amount Billed</b>	<b>Remaining</b>
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	4	\$50,000.00	\$50,000.00	\$0.00
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	18	\$1,296,483.38	\$1,296,483.38	\$0.00
BEMAS - Grading A&D P1	12	\$2,045,669.13	\$2,045,669.13	\$0.00
BEMAS - Grading A&D P2	0	\$819,045.20	\$0.00	\$819,045.20
Pure Cycle - EC F4	7	\$853,158.98	\$310,379.27	\$542,779.71
Pure Cycle - Fence F4	3	\$405,111.63	\$233,303.80	\$171,807.83
Nelson - F4 Wet Utilities	22	\$9,989,706.66	\$9,925,650.49	\$64,056.17
Martin Marietta - F4 Paving	13	\$4,776,138.90	\$4,497,993.22	\$278,145.68
PEI - F4 Concrete & SS	17	\$2,663,757.82	\$2,601,854.14	\$61,903.68
CDI - F4 Landscape	6	\$2,183,949.01	\$743,416.66	\$1,440,532.35
Pure Cycle - F5 GESC	1	\$228,939.50	\$0.00	\$228,939.50
AWC - F5 Wet Utilities	1	\$3,880,760.50	\$1,391,115.40	\$2,489,645.10
<b>Total</b>		\$52,081,925.19	\$45,985,069.97	\$6,096,855.22

## 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 & Utilities	\$8,971,057.30	0	\$1,288,613.16	113.5	\$10,259,670.46	113.5
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	\$50,000.00	0	\$50,000.00	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	\$3,087.90	73	\$1,296,483.38	283
8	Bemas - Grading A&D P1	\$1,574,333.75	44	\$471,335.38	12	\$2,045,669.13	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	\$386,157.98	0	\$853,158.98	0
11	Pure Cycle - Fence F4	\$262,543.79	0	\$142,567.84	30	\$405,111.63	30
12	Nelson - F4 Wet Utilities	\$7,376,353.00	165	\$2,613,353.66	448.8	\$9,989,706.66	613.8
13	Martin Marietta - F4 Paving	\$4,700,851.60	129	\$75,287.30	0	\$4,776,138.90	129
14	PEI - F4 Concrete & SS	\$2,267,308.82	129	\$396,449.00	399	\$2,663,757.82	528
15	CDI - F4 Landscape	\$2,154,077.51	132	\$29,871.50	0	\$2,183,949.01	132
16	Pure Cycle - F5 GESC	\$248,939.50	0	-\$20,000.00	0	\$228,939.50	0
17	AWC - F5 Wet Utilities	\$3,863,585.50	167	\$17,175.00	6	\$3,880,760.50	173
	<b>Total</b>	<b>\$45,574,710.95</b>		<b>\$6,507,214.24</b>		<b>\$52,081,925.19</b>	

### 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 & Utilities	\$10,259,670.46	113.5	\$0.00	0	\$10,259,670.46	113.5
3	PEI - Roadways	\$8,803,411.96	59	\$0.00	0	\$8,803,411.96	59
4	PEI - G, U, R	\$50,000.00	0	\$0.00	0	\$50,000.00	0
5	EDI - Landscape P1	\$2,076,304.28	270	\$0.00	0	\$2,076,304.28	270.0
6	EDI - Landscape P2	\$169,603.96	213	\$0.00	0	\$169,603.96	213
7	EDI - Landscape P3	\$1,296,483.38	283	\$0.00	0	\$1,296,483.38	283
8	Bemas - Grading A&D P1	\$2,045,669.13	56	\$0.00	0	\$2,045,669.13	56
9	Bemas - Grading A&D P2	\$819,045.20	26	\$0.00	0	\$819,045.20	26
10	Pure Cycle - EC F4	\$853,158.98	0	\$0.00	0	\$853,158.98	0
11	Pure Cycle - Fence F4	\$405,111.63	30	\$0.00	0	\$405,111.63	30
12	Nelson - F4 Wet Utilities	\$9,989,706.66	613.8	\$0.00	0	\$9,989,706.66	613.8
13	Martin Marietta - F4 Paving	\$4,776,138.90	129	\$7,294.00	0	\$4,783,432.90	129
14	PEI - F4 Concrete & SS	\$2,663,757.82	129	\$87,179.62	0	\$2,750,937.44	129
15	CDI - F4 Landscape	\$2,183,949.01	132	-\$11,080.17	0	\$2,172,868.84	132
16	Pure Cycle - F5 GESC	\$228,939.50	0	\$0.00	0	\$228,939.50	0
17	AWC - F5 Wet Utilities	\$3,880,760.50	6	\$0.00	0	\$3,880,760.50	6
	<b>Total</b>	<b>\$52,081,925.19</b>		<b>\$83,393.45</b>		<b>\$52,165,318.64</b>	
				Potential Total of All Change Orders		\$83,393.45	

### 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	\$0.00		\$0.00	\$0.00
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	Pure Cycle - Fence F4	\$0.00		\$0.00	\$0.00
12	Nelson - F4 Wet Utilities	\$0.00		\$0.00	\$0.00
13	Martin Marietta - F4 Paving	\$0.00		\$0.00	\$0.00
14	PEI - F4 Concrete & SS	\$0.00		\$0.00	\$0.00
15	CDI - F4 Landscape	\$0.00		\$0.00	\$0.00
16	Pure Cycle - F5 GESC	\$0.00		\$0.00	\$0.00
17	AWC - F5 Wet Utilities	\$0.00		\$0.00	\$0.00
	<b>Total</b>			<b>\$0.00</b>	<b>\$0.00</b>



## MASTER SERVICE AGREEMENT FOR CIVIL ENGINEERING SERVICES

THIS MASTER SERVICE AGREEMENT FOR CIVIL ENGINEERING SERVICES (“**Agreement**”) is entered into and effective as of October 13, 2023, 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 **WESTWOOD PROFESSIONAL SERVICES, INC.**, a Minnesota 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**”) 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 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 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) Network and Cyber Liability Insurance. Network risk and cyber liability coverage (including coverage for unauthorized access, failure of security, breach of privacy perils, as well as notification costs and regulatory defense) in an amount of not less than \$1,000,000. Such insurance shall be maintained in force at all times during the term of the Agreement and for a period of two years thereafter for services completed during the term of the Agreement.

(v) 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) –(iv), 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.

(vi) 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 Blvd., Suite 500  
Broomfield, CO 80021  
Phone: 303-466-8822  
Email: [ljohnson@claconnect.com](mailto:ljohnson@claconnect.com)  
Attn: Lisa Johnson

With a Copy To: McGeady Becher P.C.  
450 E. 17th Avenue, Suite 400  
Denver, Colorado 80203  
Phone: (303) 592-4380  
Email: [legalnotices@specialdistrictlaw.com](mailto:legalnotices@specialdistrictlaw.com)

To Consultant: Westwood Professional Services, Inc.  
10333 E. Dry Creek Road, Suite 400  
Englewood, CO 80112  
Phone: 720-482-9526  
Email: [Sarah.Kolz@westwoodps.com](mailto:Sarah.Kolz@westwoodps.com)  
Attn: Sarah J. Kolz, Director Land Divisions Colorado

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 PAGE FOLLOWS]**





**[SIGNATURE PAGE TO MASTER SERVICE AGREEMENT FOR  
CIVIL ENGINEERING SERVICES]**

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  
\_\_\_\_\_, 2023, 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 perform civil engineering services for the CAB, as more specifically set forth in Task Orders issued pursuant to the terms of this Agreement.

## 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** \_\_\_\_\_

**AGREEMENT NO.** \_\_\_\_\_ **AGREEMENT DATE** \_\_\_\_\_ **TASK ORDER NO.** \_\_\_\_\_

**CONSULTANT** \_\_\_\_\_

**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 Compensation set forth in the Task Orders issued pursuant to the terms of this Agreement, and the Contract Price shall equal the sum total of all Task Orders issued pursuant to the terms of this Agreement.



**SKY RANCH COMMUNITY AUTHORITY BOARD**

**MASTER SERVICE AGREEMENT FOR CIVIL ENGINEERING SERVICES  
TASK ORDER NO. 1**

**AGREEMENT TITLE** Master Service Agreement for Civil Engineering Services

**AGREEMENT NO.** \_\_\_\_\_ **AGREEMENT DATE** \_\_\_\_\_ **TASK ORDER NO.** 1

**CONSULTANT** Westwood Professional Services, Inc.

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

**TASK ORDER NAME:** Filing No. 7 Surveying and Engineering Services

**CAB PROJECT ENGINEER:** IDES

**BASIS OF COMPENSATION:** (see Exhibit 1 to this Task Order No. 1)

**SCHEDULE:** \_\_\_\_\_

**AGREEMENT PRICE RECONCILIATION:**

<b>Previously Approved Change Orders/Amendments/Task Orders</b>	<u>\$ 000.00</u>
<b>Task Order Price – Task Order No. <u>1</u></b>	<u>\$ 256,000.00</u>
<b>Total of Agreement Prices including this Task Order</b>	<u>\$ 256,000.00</u>

**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 and Compensation

<b><u>TASK DESCRIPTION</u></b>	<b><u>COMPENSATION</u></b>
<b>SURVEYING SERVICES</b>	
<p><b><u>Final Plat Neighborhood D (Filing 7), 38 acres</u></b></p> <p>The plat will include the 207 single-family residential lots, associated internal rights-of-way, and open space tracts. Easements within the boundary of the plat will be granted on the plat or provided by separate document.</p>	\$20,000
<p><b><u>Final Address Plat Neighborhood D (Filing 7), 38 acres</u></b></p> <p>The address plat will include the 207 single-family residential lots, associated internal rights-of-way, and open space tracts. The Consultant will coordinate the final addresses with Arapahoe County.</p>	\$3,000
<p><b><u>Final Plat Agency Comments</u></b></p> <p>The final plats will be submitted with the Administrative Site Plans and Construction Plans. It is not possible to know what review comments will be forthcoming from Unincorporated Arapahoe County and other review agencies. The Consultant has provided a budget which will be charged against on an hourly basis for the typical 3 Agency reviews. Should the review process be extended for items not related to Consultant errors, the CAB will be charged on an hourly basis.</p>	Hourly (Not to exceed \$10,000)
<p><b><u>Plat Monumentation:</u></b></p> <p>Upon final acceptance, but before recording of the final plat, Consultant will set survey monuments at each of the plat boundary corners in accordance with Colorado State Statutes governing survey monuments. This does not include lot monumentation.</p>	\$2,000
<p><b><u>Legal Descriptions</u></b></p> <p>The Consultant will prepare legal descriptions and exhibits as directed by the CAB or as required for the development. This could include offsite easements, dedications, or vacations, relative to drainage and utility</p>	Hourly (Not to exceed \$15,000)

<p>easements, dry utility easements, grading easements, and temporary construction easements. Rangeview sanitary and water easements located within the subdivision boundary will be dedicated by separate document</p>	
<p><b><u>Legal Descriptions Comments</u></b></p> <p>The legal descriptions will be submitted with the Administrative Site Plans and Construction Plans. It is not possible to know what review comments will be forthcoming from Unincorporated Arapahoe County and other review agencies. The Consultant has provided a budget which will be charged against on an hourly basis for the typical 3 Agency reviews. Should the review process be extended for items not related to Consultant errors, the CAB will be charged on an hourly basis.</p>	<p>Hourly (Not to exceed \$6,000)</p>
<p><b><u>Public Land Survey System Monuments</u></b></p> <p>The property discussed herein is tied to and described as a part of the Public Land Survey System (PLSS). Should any of the PLSS monuments that control the actual boundary corner locations or the or the boundary corners themselves be missing, destroyed or not up to current Colorado Revised Statutes governing monuments, they will be replaced by Consultant. The Consultant will set these monuments and file the appropriate records with the State of Colorado. Cost to set any of the PLSS land corners will be \$800 per monument.</p>	<p>(Per Monument) \$800</p>
<p><b><u>Subtotal Surveying Services</u></b></p>	<p>\$56,000 (plus monumentation as needed)</p>
<p><b>ENGINEERING SERVICES</b></p>	
<p><b><u>Meetings and Coordination</u></b></p> <p>It is not possible to ascertain the extent of the number of meetings required to secure the necessary approvals. The Consultant has provided a budget which will be charged against on an hourly basis. Should more meetings be necessary, the CAB will be charged on an hourly basis per our current hourly rate schedule. This item will include coordination meetings with agencies, and design strategy meetings with the CAB and other design team consultants.</p>	<p>Hourly (Not to exceed \$10,000)</p>

<p><b><u>Lot Fitting/ADA accessibility (if necessary)</u></b></p> <p>At the CAB's request, the Consultant will work with potential builder home model templates to confirm final lot configurations and ADA accessibility routing. A final exhibit displaying the results will be provided to the CAB.</p>	\$5,000
<p><b><u>Roadway Construction Plans Neighborhood D (Filing 7)</u></b></p> <p>The construction plans will consist of overall and area grading plans, overall and area utility plans, internal local and collector roadway plan and profiles, and signage and striping plans. The west half of N. Del Ray Street (approximately 1,320 feet) will be dedicated and engineered along the frontage of Neighborhood D (Filing 7). The improvements described herein do not contemplate impacts to the First Creek floodplain, therefore Federal Emergency Management Agency (FEMA) nor Army Corps of Engineers permitting is included in this scope of services. These plans will be part of the Roadway and Drainage Construction plan set that will be routed to Arapahoe County for review and approval. The overall utility plan and grading plans, prepared for inclusion within these construction plans, will also be included in the Administrative Site Plan (ASP), a separate application package, assumed to be prepared by the project Planner.</p>	\$42,000
<p><b><u>Storm Drain Construction Plans Neighborhood D (Filing 7)</u></b></p> <p>The construction plans will consist of the storm drain plan and profiles, located within the roadway network. These plans will be part of the Roadway and Drainage Construction plan set that will be routed to Arapahoe County and SEMSWA for review and approval.</p>	\$22,500
<p><b><u>Grading Erosion and Sediment Control Plan (GESC) Neighborhood D (Filing 7)</u></b></p> <p>The Consultant will prepare GESC plans that will depict overlot grading, utilities, and the associated Best Management Practices (BMPs) required to mitigate grading activities during construction. This task assumes that the Early Grading Permit GESC for the mass grading effort has been approved and mass grading operations have been completed prior to Filing 7 construction. GESC plans are to be phased by Initial, Interim, and Final BMP placement. An erosion control report (GESC report) will be prepared in accordance with the County's and SEMSWA's latest requirements that address stormwater mitigation during construction</p>	\$10,000

categorized by Initial, Interim, and Final Phasing. These plans will be routed to Arapahoe County and SEMSWA for review and approval.	
<b><u>Water &amp; Sewer Construction Plans Neighborhood D (Filing 7)</u></b>	\$40,000
The Consultant will prepare watermain, non-potable irrigation, and sanitary sewer construction plans per the criteria provided by Pure Cycle. All watermains will be profiled, but water service locations will not be shown on these profiles. This infrastructure will generally be located within County roadway right-of-way. These plans will be provided to Rangeview Metropolitan District for review and approval.	
<b><u>Phase III Drainage Report Neighborhood D (Filing 7)</u></b>	\$29,500
The Consultant will complete the final design of storm drainage facilities to serve Neighborhood D (Filing 7). The design features will include those elements identified in the Phase II Drainage Study which consists of street conveyance of flows, storm sewer inlets, and storm sewer that connect to the Filing 6 infrastructure. This task includes the Final Drainage Plan (basin maps). Filing 7 detention will be provided by the interim pond built in Filing 6. All storm drainage and water quality features will conform to the requirements set forth by Arapahoe County and SEMSWA. The completed final design report will be delivered in the form of a Phase III Drainage Report to be submitted to Arapahoe County and SEMSWA for review and acceptance.	
<b><u>Final Engineering Agency Comments Neighborhood D (Filing 7)</u></b>	Hourly (not to exceed \$30,000)
The Consultant will respond to agency review comments on an hourly basis. It is not possible to know the extent of the pending comments. The Consultant has provided a budget which will be charged against on an hourly basis for the typical 3 Agency reviews. Should the review process be extended for items not related to Consultant errors, the CAB will be charged on an hourly basis.	
<b><u>Final Drainage Agency Comments Neighborhood D (Filing 7)</u></b>	Hourly (not to exceed \$14,000)
The Consultant will respond to agency review comments on an hourly basis. It is not possible to know the extent of the pending comments. The Consultant has provided a budget which will be charged against on an hourly basis for the typical 3 Agency reviews. Should the review process be extended for items not related to Consultant errors, the CAB will be	

charged on an hourly basis.	
<b><u>Subtotal Engineering Services</u></b>	<b>\$203,000</b>
<b><u>TOTAL</u></b>	<b>\$259,000</b>

\*\*Consultant recommends that the existing watermain in East 6th Avenue and Del Ray Street be potholed and surveyed so that the proposed engineering designs may accurately accommodate them. Additionally, potholing of the existing fiber optic lines in East 6th Avenue was previously conducted at 300-foot intervals. More frequent intervals may be necessary.

# Sky Ranch Community Authority Board Cost Certification



**Report #8  
October 2023**



Independent District Engineering Services, LLC  
1626 Cole Blvd, Suite 125  
Lakewood, CO 80401  
[www.idesllc.com](http://www.idesllc.com)

# Sky Ranch Community Authority Board Cost Certification Report #8

## Table of Contents

### Cost Certification Report

Introduction.....	1
Reference Documents .....	1
Assumptions .....	1
Discussion .....	2
Summary Of Expenditures By Category And Service Plan Division .....	4
Recommendation.....	4

### Attachments

Attachment A – Site Map .....	5
Attachment B – Vendors .....	7
Attachment C – Expenditure Data.....	9
Attachment D – Project Photos .....	12

DRAFT





October 13, 2023

Sky Ranch Community Authority Board  
 c/o Suzanne Meintzer  
 McGeady Becher, P.C.  
 450 E 17<sup>th</sup> Avenue, Suite 400  
 Denver, CO 80203-1254

## **SKY RANCH COMMUNITY AUTHORITY BOARD – FILINGS 1-3 COST CERTIFICATION REPORT #8**

### **INTRODUCTION**

Independent District Engineering Services, LLC (Engineer) was hired by the Sky Ranch Community Authority Board (CAB) to review the materials presented by Pure Cycle Corporation (Developer) and the CAB; and substantiate the costs related to the financing, construction, and installation of the public improvements. The Construction Related Expenses (Construction Related Expenses) reviewed are for the Sky Ranch development located in the County of Arapahoe, Colorado (Project). This cost certification report summarizes the Engineer's approach and declares the total amount of Verified Costs (Verified Costs) for the Construction Related Expenses associated with public improvements.

The Construction Related Expenses for public improvements discussed in this report were paid for by the Developer and are being certified as Verified Costs in the amount of **\$118,899.17**. The Construction Related Expenses paid for directly by the CAB were also reviewed as part of this report and are certified as Verified Costs in the amount of **\$192,218.76** for a total Verified Cost amount of **\$311,117.93**.

This report generally covers the areas shown in Attachment A. The Verified Costs certified in this report mostly cover District engineering services, District management services, erosion control, inspections, and street improvements.

### **REFERENCE DOCUMENTS**

The following documents were used in determining recommendations for this report:

- Modified Service Plan for Sky Ranch Metropolitan District No. 1, by McGeady Sisneros, P.C., dated September 14<sup>th</sup>, 2004
- Facilities Funding and Acquisition Agreement, by and between Sky Ranch Community Authority Board and Pure Cycle Corporation, dated November 13<sup>th</sup>, 2017.
- Subdivision Improvement Agreement and Restriction on Conveyance, between PCY Holdings, LLC and Board of County Commissioners of Arapahoe County, dated July 13<sup>th</sup>, 2018.
- Second Amended and Restated Sky Ranch Community Authority Board Establishment Agreement ("CABEA"), by and among Sky Ranch Metropolitan District Nos. 1, 3 and 5

The Engineer used the above documents only as a general guideline in certification of costs.

### **ASSUMPTIONS**

The following assumptions were made for this report.

- No other entity will reimburse the developer for the Verified Costs included in this report.
- The Developer completed all storm water management practice inspections and requirements.
- Invoices presented do not represent the entire Project value, but rather the portion of the Project value provided for the Engineer's review. Other expenditures for the project exist.

- Expenditures that did not have enough information to be certified with this report may be certified in a future report.
- It is assumed that geotechnical pavement designs have been performed and followed. It is assumed materials testing was performed during construction.
- It is our understanding that the Developer will be responsible for all Storm Water Management Practice (SWMP) activities until the conditions of State and Local permits are met. No SWMP inspections or recommendations were conducted as part of this report.
- It is assumed that the contractors have obtained all SWMP permitting in the name of the Developer.
- It is our understanding that all local jurisdiction acceptances will be completed by the Developer as required by the Facilities Funding and Acquisition Agreement. The CAB shall have no obligations for local jurisdiction acceptance of infrastructure acquired by the CAB.
- It is assumed that the Developer has obtained or will obtain final unconditional lien waivers from all contractors performing work or consultants providing services for the Project. It is our recommendation these lien waivers be provided to the CAB.
- The appropriate land deeds will be granted before the CAB provides reimbursement.
- Public improvements included in this report are to be conveyed to another governmental entity or the CAB. All public improvement conveyances are the responsibility of the Developer.
- Public improvements included in this report without final, preliminary, or conditional acceptance are included as part of the developer agreement (or equivalent) with the applicable government entity requiring completion and final acceptance of such public improvements and the means by which such completion and final acceptance are secured.
- Developer provided invoices included in this report may not be all inclusive of all expenditures incurred for the project during the stated time period. The Developer may submit additional costs incurred during such time period and those costs may be reviewed in a future report.

## DISCUSSION

### Activities Conducted

For this report, the following activities were performed:

- The reference documents provided by the CAB and the Developer were reviewed.
- The invoices and other materials presented by the Developer were reviewed.
- County assessor's maps were reviewed to confirm the public improvements were constructed on public property or easements.
- A site visit was conducted. Project improvements were photographed when possible.
- Contact was made with Developer to verify knowledge of the work and services performed.
- Select invoiced unit costs were compared to other projects constructed in Colorado. Not all unit costs were compared, only a representative sample to ensure that the expenditures were reasonable overall.
- Select billed quantities were compared to construction document quantities to confirm amounts were reasonable.

This report was prepared with a specific scope and an elaborate analysis was not performed. Daily construction observation was not performed. This is a realistic and reasonable analysis to verify the public expenditures for the invoices and information provided by the Developer. Additional expenditures and information may result in adjustments to our cost certification.

## Improvements

The reviewed improvement locations are generally represented in Attachments A and shown on the following documents:

- Sky Ranch – Neighborhood B/Filing 1 Specific Development Plan, by CVL Consultants of Colorado, Inc., dated August 11, 2017.
- Sky Ranch – Neighborhood B/Filing 1 Administrative Site Plan, by CVL Consultants of Colorado, Inc., dated July 25, 2018.
- Sky Ranch Subdivision Filing No. 1 Final Plat, by CVL Consultants of Colorado, Inc., dated June 25, 2018.
- Sky Ranch Subdivision Filing No. 2 Final Plat, by CVL Consultants of Colorado, Inc., dated May 29, 2019.
- Sky Ranch Subdivision Filing No. 3 Plat, by CVL Consultants of Colorado, Inc., revised September 30, 2020.
- Sky Ranch – Filing 1 Grading, Erosion and Sediment Control Plan, by CVL Consultants of Colorado, Inc., dated February 8, 2018.
- Sky Ranch – Neighborhood B Irrigation Plan Set, by CVL Consultants of Colorado, Inc., dated April 16, 2018.
- Sky Ranch – Neighborhood B Landscape Construction Documents, by CVL Consultants of Colorado, Inc., dated August 31, 2018.
- Sky Ranch – Filing 1 – Phase 1 & Phase 2 Roadway & Drainage Construction Plans, by CVL Consultants of Colorado, Inc., dated June 26, 2018 .
- Sky Ranch – Filing 1 – Phase 3 Roadway & Drainage Construction Plans, by CVL Consultants of Colorado, Inc., dated July 3, 2018.
- Sky Ranch – Filing 1 – Phase 1 & Phase 2 Sanitary Sewer & Water Construction Plans, by CVL Consultants of Colorado, Inc., dated June 22, 2018 .
- Sky Ranch – Filing 1 – Phase 3 Sanitary Sewer & Water Construction Plans, by CVL Consultants of Colorado, Inc., dated June 22, 2018.
- Sky Ranch Monaghan Road CDOT Access Construction Plans, by CVL Consultants of Colorado, Inc., dated October 2, 2018.

## Review of Expenditures

Expenditures reviewed were invoiced to the Developer between June 2014 and July 2023. Invoices provided by the Developer were considered Verified Costs (eligible for CAB reimbursement) or Non-Verified Expenses (not eligible for CAB reimbursement). These were reviewed only to confirm they are eligible to be considered as Verified Costs to be used for bonding purposes. Non-Verified Costs were private expenditures that do not directly contribute to the construction of the Public Infrastructure. Costs that pertain to both public improvements and private improvements were considered Verified Costs as a Filing Site Percent of 51.66% based on the land area ratio (Filing 1 Site Percent). Attachment C contains a summary of the Construction Related Expenses for the invoices provided.

Developer provided check copies that were reviewed and used to confirm payment. The Engineer confirmed the invoiced amounts matched the amounts paid and that the payments were from the Developers account or the CAB. The Engineer did not collect lien waivers or contact vendors to verify payments for soft costs.

## Vendors

All contractors, consultants, and vendors whose invoice information was submitted, were evaluated for their project participation and services performed, materials provided, or work completed. A summary of vendor participation is included as Attachment B.

### Site Visit

A site visit was conducted in June 2023. When possible, photos were taken of the project to memorialize the construction of infrastructure and are included in Attachment D. From our visual inspection, it appears the completed improvements were constructed in a quality manner consistent with other similar projects and meeting generally accepted construction requirements.

### SUMMARY OF EXPENDITURES BY CATEGORY AND SERVICE PLAN DIVISION

The table below provides a summary of expenditures by category and Service Plan division. The major elements of the improvements were allocated across these specific categories.

CAB Improvements	Cost	Percent of Total Cost
<i>Local Improvements</i>		
Street	\$213,457.56	68.61%
Parks and Rec	\$39,795.30	12.79%
Water	\$628.09	0.20%
Sanitation	\$20,795.89	6.69%
Storm	\$36,441.09	11.71%
Safety Protection	\$0.00	0.00%
<i>Regional Improvements</i>		
Regional Street	\$0.00	0.00%
Regional Parks & Rec	\$0.00	0.00%
Regional Stormwater	\$0.00	0.00%
<b>TOTAL</b>	<b>\$311,117.93</b>	<b>100%</b>

### RECOMMENDATION

In our professional opinion the Construction Related Expenses included in this report were found to be reasonable and appropriate for the type of improvements constructed. Based on the information provided and level of analysis completed, the Engineer certifies the expenditures provided by the Developer as Verified Costs in the amount of **\$311,117.93**.

This report is not an acceptance of improvements, but a certification of the costs associated with the public improvements proposed for reimbursement. The cost certification is only one of the requirements from Facilities Funding and Acquisition Agreement for the CAB to reimburse the Developer.

Should you have any questions or require further information please feel free to contact us.

Respectfully Submitted,

Stan Fowler, PE  
Independent District Engineering Services, LLC

---

# Attachment A

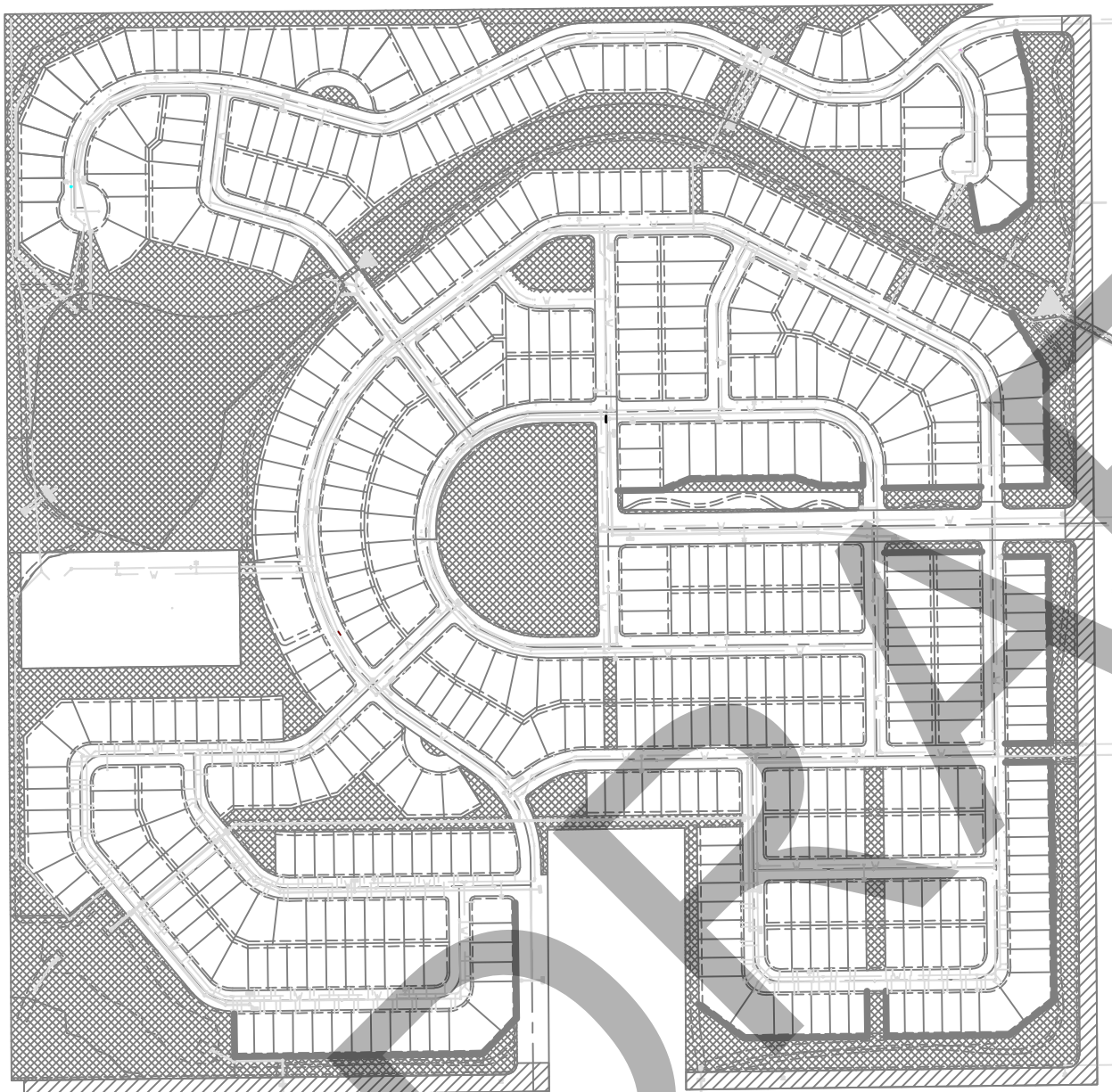
## Site Map

DRAFT

**DISTRICT ELIGIBLE EXPENSES**

**CATEGORIZED EXPENDITURES FROM ATTACHMENT**

<b>CAB Improvements</b>	<b>Cost</b>	<b>Percent of Total Cost</b>
<i>Local Improvements</i>		
Street	\$213,457.56	68.61%
Parks and Rec	\$39,795.30	12.79%
Water	\$628.09	0.20%
Sanitation	\$20,795.89	6.69%
Storm	\$36,441.09	11.71%
Safety Protection	\$0.00	0.00%
<i>Regional Improvements</i>		
Regional Street	\$0.00	0.00%
Regional Parks & Rec	\$0.00	0.00%
Regional Stormwater	\$0.00	0.00%
<b>TOTAL</b>	<b>\$311,117.93</b>	<b>100%</b>



THE MAJORITY OF EXPENDITURES INCLUDED IN THIS COST CERTIFICATION WERE SOFT COSTS WHICH INCLUDED DISTRICT ENGINEERING SERVICES, DISTRICT MANAGEMENT SERVICES, EROSION CONTROL, INSPECTIONS, AND STREET IMPROVEMENTS.

---

# Attachment B

## Vendors

DRAFT

## Attachment B Vendors

The following is a summary of the contractors, consultants and vendors that performed work and services for the report.

**Development Planning & Financing Group, Inc.** Real estate consulting firm who provided consulting services to the CAB for engaging a master developer for the project. Services related to capital public infrastructure were considered eligible for CAB financing. Non-capital public infrastructure costs were not considered eligible.

**Independent District Engineering Services, LLC** Engineering consultant specializing in metropolitan district services. Consultant provided CAB engineering services including project bid, contract documents, general project administration, and cost certification for Filing 1 through 3. These expenditures were considered eligible for CAB financing.

**Premier Earthworks & Infrastructure, Inc.** Flatwork contractor for the Developer who provided mill, patching, and concrete work related to punchlist items required for County of Arapahoe acceptance. These expenditures were considered eligible for CAB financing.

**Pure Cycle Corp. – Filing 1 GESC** Erosion control and maintenance contractor for Filing 1. These expenditures were considered eligible for CAB financing.

**Pure Cycle Corp. – Filing 1 Inspections** Contractor who provided utility inspections for public infrastructure. These expenditures were considered eligible for CAB financing.

**Special District Management Services, Inc.** Financial advisor and special district management firm who provided district management services for the CAB. Services related to capital public infrastructure were considered eligible for CAB financing. Non-capital public infrastructure costs were not considered eligible.



---

# Attachment C

## Expenditure Data

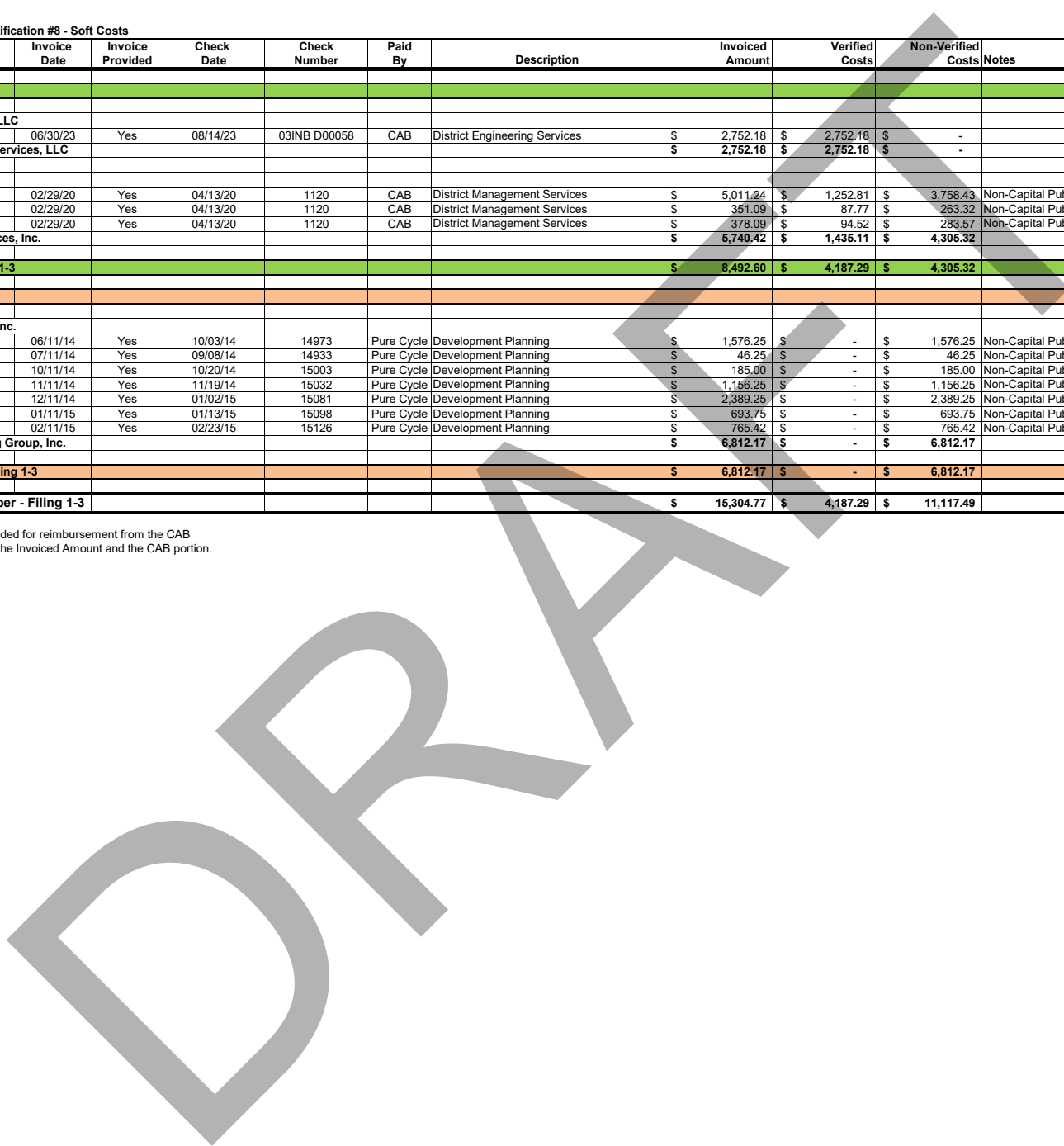
DRAFT

Attachment C  
Sky Ranch Authority Board

Engineer's Summary for Filing 1-3 Cost Certification #8 - Soft Costs

Invoice ID	Invoice Date	Invoice Provided	Check Date	Check Number	Paid By	Description	Invoiced Amount	Verified Costs	Non-Verified Costs	Notes
<b>Invoices paid by the Board - Filing 1-3</b>										
<b>Independent District Engineering Services, LLC</b>										
09876	06/30/23	Yes	08/14/23	03INB D00058	CAB	District Engineering Services	\$ 2,752.18	\$ 2,752.18	\$ -	
<b>Subtotal Independent District Engineering Services, LLC</b>							<b>\$ 2,752.18</b>	<b>\$ 2,752.18</b>	<b>\$ -</b>	
<b>Special District Management Services, Inc.</b>										
SKYRCAB.00	02/29/20	Yes	04/13/20	1120	CAB	District Management Services	\$ 5,011.24	\$ 1,252.81	\$ 3,758.43	Non-Capital Public Infrastructure costs not eligible
SKYRMD5.00	02/29/20	Yes	04/13/20	1120	CAB	District Management Services	\$ 351.09	\$ 87.77	\$ 263.32	Non-Capital Public Infrastructure costs not eligible
SKYRMD1.00	02/29/20	Yes	04/13/20	1120	CAB	District Management Services	\$ 378.09	\$ 94.52	\$ 283.57	Non-Capital Public Infrastructure costs not eligible
<b>Subtotal Special District Management Services, Inc.</b>							<b>\$ 5,740.42</b>	<b>\$ 1,435.11</b>	<b>\$ 4,305.32</b>	
<b>Subtotal Invoices paid by the Board - Filing 1-3</b>							<b>\$ 8,492.60</b>	<b>\$ 4,187.29</b>	<b>\$ 4,305.32</b>	
<b>Invoices paid by the Developer - Filing 1-3</b>										
<b>Development Planning &amp; Financing Group, Inc.</b>										
58089	06/11/14	Yes	10/03/14	14973	Pure Cycle	Development Planning	\$ 1,576.25	\$ -	\$ 1,576.25	Non-Capital Public Infrastructure costs not eligible
58453	07/11/14	Yes	09/08/14	14933	Pure Cycle	Development Planning	\$ 46.25	\$ -	\$ 46.25	Non-Capital Public Infrastructure costs not eligible
59426	10/11/14	Yes	10/20/14	15003	Pure Cycle	Development Planning	\$ 185.00	\$ -	\$ 185.00	Non-Capital Public Infrastructure costs not eligible
59836	11/11/14	Yes	11/19/14	15032	Pure Cycle	Development Planning	\$ 1,156.25	\$ -	\$ 1,156.25	Non-Capital Public Infrastructure costs not eligible
60191	12/11/14	Yes	01/02/15	15081	Pure Cycle	Development Planning	\$ 2,389.25	\$ -	\$ 2,389.25	Non-Capital Public Infrastructure costs not eligible
60478	01/11/15	Yes	01/13/15	15098	Pure Cycle	Development Planning	\$ 693.75	\$ -	\$ 693.75	Non-Capital Public Infrastructure costs not eligible
60986	02/11/15	Yes	02/23/15	15126	Pure Cycle	Development Planning	\$ 765.42	\$ -	\$ 765.42	Non-Capital Public Infrastructure costs not eligible
<b>Subtotal Development Planning &amp; Financing Group, Inc.</b>							<b>\$ 6,812.17</b>	<b>\$ -</b>	<b>\$ 6,812.17</b>	
<b>Subtotal invoices paid by the Developer - Filing 1-3</b>							<b>\$ 6,812.17</b>	<b>\$ -</b>	<b>\$ 6,812.17</b>	
<b>Total Invoices paid - Board and Developer - Filing 1-3</b>							<b>\$ 15,304.77</b>	<b>\$ 4,187.29</b>	<b>\$ 11,117.49</b>	

"Verified Costs" is the amount being recommended for reimbursement from the CAB  
 "Non Verified Costs" is the difference between the Invoiced Amount and the CAB portion.  
 These amounts do not include interest



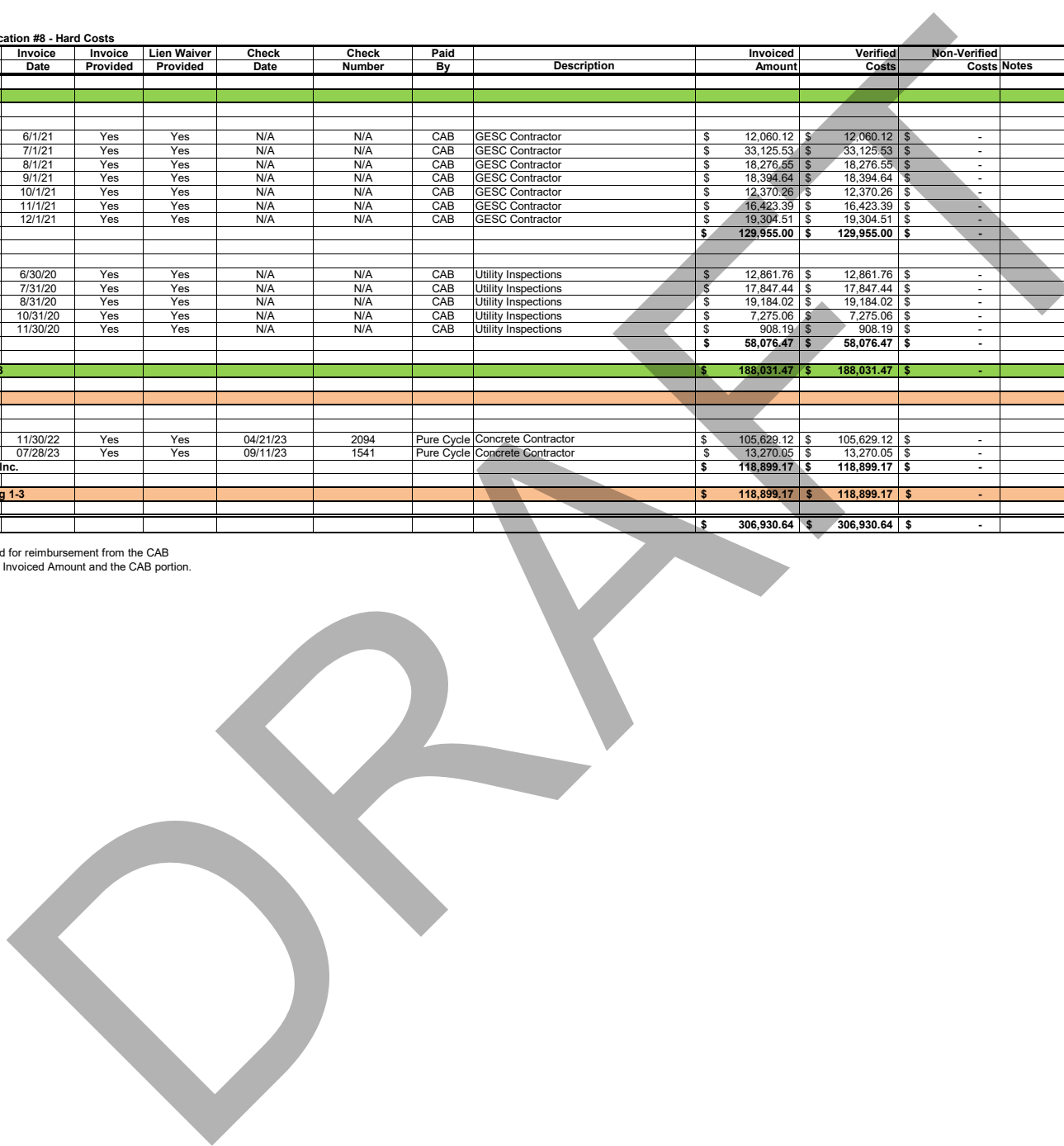
Attachment C

Sky Ranch Authority Board

Engineer's Summary for Filing 1-3 Cost Certification #8 - Hard Costs

Invoice ID	Invoice Date	Invoice Provided	Lien Waiver Provided	Check Date	Check Number	Paid By	Description	Invoiced Amount	Verified Costs	Non-Verified Costs	Notes
<b>Invoices paid by the Board - Filing 1-3</b>											
<b>Pure Cycle Filing 1 GESC</b>											
Pay Application #39	6/1/21	Yes	Yes	N/A	N/A	CAB	GESC Contractor	\$ 12,060.12	\$ 12,060.12	\$ -	
Pay Application #40	7/1/21	Yes	Yes	N/A	N/A	CAB	GESC Contractor	\$ 33,125.53	\$ 33,125.53	\$ -	
Pay Application #41	8/1/21	Yes	Yes	N/A	N/A	CAB	GESC Contractor	\$ 18,276.65	\$ 18,276.55	\$ -	
Pay Application #42	9/1/21	Yes	Yes	N/A	N/A	CAB	GESC Contractor	\$ 18,394.64	\$ 18,394.64	\$ -	
Pay Application #43	10/1/21	Yes	Yes	N/A	N/A	CAB	GESC Contractor	\$ 12,370.26	\$ 12,370.26	\$ -	
Pay Application #44	11/1/21	Yes	Yes	N/A	N/A	CAB	GESC Contractor	\$ 16,423.39	\$ 16,423.39	\$ -	
Pay Application #45	12/1/21	Yes	Yes	N/A	N/A	CAB	GESC Contractor	\$ 19,304.51	\$ 19,304.51	\$ -	
<b>Subtotal Pure Cycle Filing 1 GESC</b>								<b>\$ 129,955.00</b>	<b>\$ 129,955.00</b>	<b>\$ -</b>	
<b>Pure Cycle Filing 1 Inspections</b>											
Pay Application #2	6/30/20	Yes	Yes	N/A	N/A	CAB	Utility Inspections	\$ 12,861.76	\$ 12,861.76	\$ -	
Pay Application #3	7/31/20	Yes	Yes	N/A	N/A	CAB	Utility Inspections	\$ 17,847.44	\$ 17,847.44	\$ -	
Pay Application #4	8/31/20	Yes	Yes	N/A	N/A	CAB	Utility Inspections	\$ 19,184.02	\$ 19,184.02	\$ -	
Pay Application #5	10/31/20	Yes	Yes	N/A	N/A	CAB	Utility Inspections	\$ 7,275.06	\$ 7,275.06	\$ -	
Pay Application #6	11/30/20	Yes	Yes	N/A	N/A	CAB	Utility Inspections	\$ 908.19	\$ 908.19	\$ -	
<b>Subtotal Pure Cycle Filing 1 Inspections</b>								<b>\$ 58,076.47</b>	<b>\$ 58,076.47</b>	<b>\$ -</b>	
<b>Subtotal invoices paid by the Board - Filing 1-3</b>											
<b>Invoices paid by the Developer - Filing 1-3</b>											
<b>Premier Earthworks &amp; Infrastructure, Inc.</b>											
TM21001-005	11/30/22	Yes	Yes	04/21/23	2094	Pure Cycle	Concrete Contractor	\$ 105,629.12	\$ 105,629.12	\$ -	
231014.01	07/28/23	Yes	Yes	09/11/23	1541	Pure Cycle	Concrete Contractor	\$ 13,270.05	\$ 13,270.05	\$ -	
<b>Subtotal Premier Earthworks &amp; Infrastructure, Inc.</b>								<b>\$ 118,899.17</b>	<b>\$ 118,899.17</b>	<b>\$ -</b>	
<b>Subtotal invoices paid by the Developer - Filing 1-3</b>											
<b>Total - Hard Costs - Filing 1-3</b>											
								<b>\$ 306,930.64</b>	<b>\$ 306,930.64</b>	<b>\$ -</b>	

"Verified Costs" is the amount being recommended for reimbursement from the CAB  
 "Non Verified Costs" is the difference between the Invoiced Amount and the CAB portion.  
 These amounts do not include interest



---

# Attachment D

## Project Photos

DRAFT

# Sky Ranch CAB Metropolitan District Site Photos



Aerial View  
Filings 1-3  
(View: Northeast)



Aerial View  
Filings 1-3  
(View: Northwest)



Aerial View  
Filings 1-3  
(View: Southeast)



Aerial View  
Filings 1-3  
(View: Southwest)



Aerial View  
Filings 1-3  
(View West)



Aerial View  
Filings 1-3  
(View West)



**303-471-1522**  
naturesworkforce.com

<b>To:</b> Pure Cycle Water	<b>Contact:</b> Romeo C Lopez
<b>Address:</b> Watkins, CO	<b>Phone:</b>
	<b>Fax:</b>
<b>Project Name:</b> Sky Ranch Neighborhood B - 2024 Maintenance	<b>Bid Number:</b> 2023-0001-1010
<b>Project Location:</b> E 6th Ave And Monaghan Rd, Aurora, CO	<b>Bid Date:</b> 10/6/2023
<b>Addendum #:</b> N/a	

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
<b>Summer Weekly Services:</b> Mow, Trim, Blow, Bed Weeding, Trash Pick Up, Edging 13 Times, Spray Tree Rings 2 Times	26.00	EACH	\$1,012.00	\$26,312.00
<b>Winter Trash Removal:</b> <b>Includes</b> - Pet Waste Stations And Trash Cans, Policing Trash Throughout The Landscape Areas Excludes Pick Up Of Hazardous Materials Or Dead Animals	26.00	EACH	\$115.00	\$2,990.00
<b>Pruning Shrubs And Trees:</b> Shrub Pruning 1x Tree Pruning Up To 12' 1x	1.00	EACH	\$830.00	\$830.00
<b>Spring Clean Up:</b> Cut Ornamental Grasses Back, Remove Pine Needles, And Blow Debris Out Of Beds	1.00	EACH	\$833.50	\$833.50
<b>Fall Clean Up:</b> Leaf Removal From All Landscape Areas, Cut Back Herbaceous Perennials	1.00	EACH	\$714.00	\$714.00
<b>Pre-emergent Herbicide:</b> Application To Landscape Beds:	1.00	EACH	\$275.00	\$275.00
<b>Aeration Of All Turf Areas:</b>	1.00	EACH	\$1,641.00	\$1,641.00
<b>Turf Fertilization And Broadleaf Herbicide:</b> Season Long 1 Application Of Season Long Fertilizer With Pre-emergent 3 Applications Of Post Emergent Broadleaf Weed Control	3.00	EACH	\$2,730.00	\$8,190.00
<b>Irrigation Checks:</b> Bi-Weekly Irrigation Checks	13.00	EACH	\$294.50	\$3,828.50
<b>Irrigation System Spring Start Up:</b>	1.00	EACH	\$780.00	\$780.00
<b>Irrigation System Winterization:</b>	1.00	EACH	\$975.00	\$975.00
<b>Native Weed Control</b>	1.00	EACH	\$4,259.00	\$4,259.00
<b>Native Grass Field Mowing:</b> Both Sides Of The Culvert Boxes Along N Undergrove Way	13.00	EACH	\$77.95	\$1,013.35
<b>Native Grass Field Mowing:</b> Along Split Rail Fence	4.00	EACH	\$1,476.00	\$5,904.00
<b>Native Grass Field Mowing:</b>	2.00	EACH	\$3,100.00	\$6,200.00
<b>Native Grass Beauty Band Mowing:</b> (4 Occurrences) Mow A 3'-6' Wide Band Along Sidewalks, Turf Areas, And Fence Lines That Are Adjacent To Native Grass Fields.	4.00	EACH	\$334.00	\$1,336.00
<b>Pine Beetle Spray</b>	2.00	EACH	\$1,053.00	\$2,106.00
<b>Bark Beetle &amp; Borer Soil Injections</b>	1.00	EACH	\$1,150.00	\$1,150.00
<b>Deep Root Watering</b>	3.00	EACH	\$908.00	\$2,724.00
<b>Deep Root Fertilization - To All Trees</b>	1.00	EACH	\$5,206.00	\$5,206.00

**Total Bid Price:** \$77,267.35

**Notes:**

- Irrigation rates will be \$ 82.00 per hour for a irrigation technician, any necessary materials will be additional.
- **This proposal is good for 30 days following the date given on the proposal.**

**Consolidated Divisions, Inc.** dba **CDI** | ENVIRONMENTAL CONTRACTOR  
An Equal Opportunity Employer



**303-471-1522**  
**naturesworkforce.com**

<b>To:</b> Pure Cycle Water	<b>Contact:</b> Romeo C Lopez
<b>Address:</b> Watkins, CO	<b>Phone:</b>
	<b>Fax:</b>
<b>Project Name:</b> Sky Ranch Neighborhood B - 2024 Maintenance	<b>Bid Number:</b> 2023-0001-1010
<b>Project Location:</b> E 6th Ave And Monaghan Rd, Aurora, CO	<b>Bid Date:</b> 10/6/2023
<b>Addendum #:</b> N/a	

**Payment Terms:**

Payment due 30 days from invoice.

<p><b>ACCEPTED:</b>                  The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p><b>Buyer:</b> _____</p> <p><b>Signature:</b> _____</p> <p><b>Date of Acceptance:</b> _____</p>	<p><b>CONFIRMED:</b>  <b>Nature's Workforce</b></p> <p><b>Authorized Signature:</b> _____</p> <p><b>Estimator:</b> Cory France                  303-501-5697 coryf@cdi-services.com</p>
--	---



## SNOW CONTROL AGREEMENT

WINTER 2023 – 2024

Sky Ranch

**THIS AGREEMENT** made this **14<sup>th</sup> day of September 2023** by and between **Sky Ranch** herein noted as the Contracting Officer and Landwise, LLC., herein noted as the Contractor.

### WITNESSETH:

Landwise, LLC. shall shovel the areas as directed by the Contracting Officer at least **once per twelve (12) hour period**. Snow shoveling of “Sidewalks Only” will be required with accumulation of **two (2) inches and snow plowing at four (4) inches or** within **twenty-four (24)** hours’ notice from the Contracting Officer.

Landwise, LLC. shall provide the services of this Agreement in a workmanlike manner. All labor, equipment and materials are to be furnished by Landwise, LLC

Landwise, LLC assumes no liability for any damage or injury claim as a result of snow, sand, ice, salt, slush, or water from melting snow.

Landwise, LLC assumes no liability for any damage caused to curbs, timbers, bushes, trees, and plants by any equipment used during snow removal and is indemnified by the Contracting Officer for any damage caused by Contractor equipment as a result.

The Contracting Officer shall be responsible for the removal or for having removed all vehicles from parking lot, drives, access roads, and designated stockpile areas so that Landwise, LLC can properly and efficiently operate snow plowing equipment. If vehicles are not removed at the time of plowing operation, Landwise, LLC. will be obligated to remove snow in only those areas available and open for safe use and operation of the snowplow equipment. If the designated stockpile areas are not accessible, Landwise, LLC. shall stockpile snow in an area, which in the opinion of Landwise, LLC. allows the greatest usability of the lot.

For storm events in excess of **eight (8) inches** and/or with unusual conditions such as high moisture content, dangerous visibility, etc., work may be delayed as necessary due to longer travel and work times. Landwise will not be held responsible for damaging any curbs, landscape features, irrigation, sod, or site structures when snow depths are **over eight (8) inches** unless the structures are marked with snow marking reflective pins. Landwise will provide these pins based on time and material costs.

\_\_\_\_ **Contracting Officer Initials** Once snow removal has been conducted, and contractual obligations have been fulfilled, subsequent service calls for snow and ice management resulting from unusual conditions such as freeze thaw & drifting etc. shall be the sole responsibility of the client to request additional services.



## WINTER SNOW CONTROL RATES:

97

<b>\$120.00 Hr.</b>	<b>Snowplow</b>
<b>\$ 75.00 Hr.</b>	<b>Snow Blower</b>
<b>\$ 60.00 Hr.</b>	<b>Hand Shovel</b>
<b>\$ 85.00 Hr.</b>	<b>ATV/Snowrator</b>
<b>\$150.00 Hr.</b>	<b>Skid steer</b>
<b>\$350.00 Hr.</b>	<b>3-Yard Loader</b>
<b>\$ 90.00 Hr.</b>	<b>Ice Slicer truck with operator</b>
<b>\$270.00 Ton</b>	<b>Ice Slicer</b>
<b>\$ 1.65 LB</b>	<b>Ice Melt</b>
<b>\$205.00 Hr.</b>	<b>Dump Trailer/Dump Truck for offsite removal of snow</b>

### EQUIPMENT:

Landwise, LLC shall use equipment in which Landwise, LLC 's opinion is best suited for the existing snow condition.

### PAYMENT:

Services performed will be invoiced and billed monthly for service with payment due from the Contracting Officer within **thirty (30)** days of the invoice date. Payment must be mailed to: Landwise, LLC., **8200 E. Pacific Place #302, Denver, CO 80231**. ACH payments are also accepted. **Late Fee Charges: 1.5% per month will be charged for invoices that are not paid by the due date. The late fee will be calculated and added to the next monthly billing.**

**The term of this agreement shall be in effect from OCTOBER 1, 2023, through MAY 1, 2024, and subject to the termination clause as noted.**

### TERMINATION:

Either party may terminate this Agreement by notice in writing to the other party at the respective addresses herein stated. Notice to be given at least thirty (30) days prior to the effective date of such termination. Upon termination, all deposits, or prepayments less amounts owed to Landwise, LLC shall be returned to the Contracting Officer. If the services set forth in the written Agreement have been performed, then all payments withheld shall be paid immediately and further payments shall be paid in accordance with payment policy stated above.

### INDEMNIFICATION:

The Contracting Officer shall, and hereby agrees, to indemnify and hold Landwise, LLC., its officers, directors, agents, employees, and insurers harmless from any and all losses, claims, damages, suits, actions, liabilities, or expenses, arising from any act, omission or negligence of the Contracting Officer and its officers, directors, and authorized representatives.

Landwise, LLC. shall and hereby agrees to, indemnify, and hold the Contracting Officer, its officers, directors, agents, employees, and insurers harmless from any and all losses, claims, damages, suits, actions, liabilities, or expenses, including reasonable attorneys' fees, arising from any act, omission, or negligence of the contracting officer.

**ENTIRE AGREEMENT:**

This Agreement sets forth the entire agreement between the parties and supersedes any other agreements, except landscaping, whether written or oral, which may exist between the parties; this Agreement shall not be modifiable in whole or in part, unless in writing signed by each of the parties hereto.

**INSURANCE:**

The contractor will carry complete and adequate workman’s compensation, automobile, and liability insurance in the amount of not less than \$1,000,000.00.

**Landwise, LLC:**

Emergency Calls/After Hours Calls – Operations Mgr. Drake Santistevan – 720.285.9859

Owner, Jesse Young – 303.523.0471

**Property Name:**     Sky Ranch    

**Property Manager:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Contact Information – Email/Phone:** \_\_\_\_\_

**Address:** \_\_\_\_\_

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

***Special Instructions:*** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**CONTRACTOR:**

**Landwise, LLC.**

**8200 E. Pacific Place, Suite 302**

**Denver, CO 80231**

**Signature:**     Jesse Young    

**Title:**     Owner    

**Date:**     9/14/2023



# SNOW REMOVAL CONTRACT

For 2023-2024

This Snow Removal Contract ("Contract") is entered into on the \_\_\_\_ day of \_\_\_\_\_ by and between Landtech Contractors, LLC ("Contractor") and "Sky Ranch Metro District" ("Customer")

### Contract Term:

Contract commencement date: \_\_\_\_\_

Contract termination date: May 31, 2024

### Customer Information: To be filled out by Client

Customer property name: \_\_\_\_\_  
 Customer property address: \_\_\_\_\_  
 Customer on-site rep name: \_\_\_\_\_  
 On-site rep phone #: \_\_\_\_\_  
 Customer Management Company: \_\_\_\_\_  
 Customer manager name: \_\_\_\_\_  
 Customer billing address: \_\_\_\_\_  
 Customer office phone #: \_\_\_\_\_  
 Customer billing e-mail address: \_\_\_\_\_

### Contractor Information:

Contractor's office address: 525 Laredo St., Aurora, CO 80011  
 Contractor's office phone #: 303 344 4465  
 Contractor's billing e-mail address: Billing@Landtechcontractors.com

**1. Scope of Services:** Contractor will perform the services described in the Snow Removal Requirements ("SRR") Article B, which is attached hereto and incorporated herein by this reference. The SRR must be completed by Customer prior to the start of the snow season and must clearly define the snow removal services that Customer wants Contractor to provide under this Contract and the specific areas of the Customer's Property (identified above). Services will not include ice removal, or the physical removal of snow from the Property. This service is only available with 24 hours notice to Contractor and will be billed on a time and materials basis pursuant to the pricing schedule in Article A of this Contract. Cleaning up of salt, slicer, or other snow melt products used by Contractor is not specifically included under this Contract but is available from Contractor at an additional cost to Customer.

**2. Performance:** All labor, equipment, and materials will be furnished by Contractor. Contractor may use subcontractors in the provision of service under this Contract. Snow plowing will be accomplished by mechanically pushing snow to boundaries designated by Customer in the SRR and will begin once snow levels reach **Trace, 1" or 2" ONLY** Snow removal on sidewalks will be performed by hand shoveling, unless areas are accessible by snow blower, ATV, UTV, or SnowRator (when available) and will begin once snow levels reach **Trace, 1" or 2" ONLY** Unless Customer instructs Contractor otherwise, Customer agrees that Contractor has discretion to determine if snow removal is necessary under this Contract based on snow accumulations, forecasted temperatures and weather conditions for the Property. Customer understands that snow accumulations may vary from one part of town to the next, and that weather conditions in one part of town may not be indicative of accumulations at the Customer's Property. Customer also understands that drifting snow may necessitate plowing of Customer's Property, regardless of the average accumulation at that Property.

Normal nightly refreezing of melted snow and ice may occur for a period of time after each storm or snow event. Therefore, Contractor will return to the Property and will re-plow, re-shovel or re-apply salt, sand or snow melt products at Customers written request.

Customer is responsible for having all vehicles removed from parking lots, drives, access roads, and designated stockpile areas, so Contractor can properly and efficiently operate snowplowing equipment. If vehicles are not removed at the time of plowing operation, Contractor will be obligated to plow only those areas available and open for safe use and operation of snowplow equipment. Clearing between parked cars is not included in this contract. If the designated stockpile areas are not accessible, Contractor will stockpile snow in an area chosen at Contractor's discretion to provide the least interference with use of the Property.

Services under this Contract will commence during or within twelve (12) hours of the end of any snowfall. Contractor will charge for travel time to the Property according to the type of services to be performed. Services will be initiated when, in the best judgment of Contractor, conditions are such that snow removal services are required. It is Customer's responsibility to notify Contractor in writing when snow services are not required.

When a large accumulation of snow is predicted, such as an "upslope", blizzard conditions, snow in excess of 12", ice in all its forms, declared states of emergency, Contractor has discretion to commence services under this Contract prior to the cessation of snowfall. Contractor will make every effort to insure such service. Customer understands, however, that certain conditions may pose challenges to Contractor providing services, which are out of Contractor's control. In such cases, Contractor will keep Customer informed of conditions and will define realistic expectations for completion of field operations. Any precipitation event lasting longer than 12 hours will require that Contractor schedule rest periods for field personnel and Managers to assure their safety. When accumulation exceeds six (6") inches, or when drift conditions exist, "shovel-wide" paths will be cleared during the first visit to the site. Walks will be cleared to their full width when conditions allow further attention.

If sidewalk snow service is requested by Customer, Customer understands that if temperature and wind conditions combine to bring temperatures below ten (10) degrees Fahrenheit, Contractor may have to stop providing services during that period of time in order to protect the health and well being of its employees.

Contractor will provide services under this Contract in a workman-like manner. Customer accepts this warranty as its sole recourse, and THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED, AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.

**3. Property Damage:** Customer agrees that Contractor is not responsible to Customer or anyone else for damages caused by snow removal equipment (including, but not limited to pick-up trucks, loaders and tractors) to property items in and around the area designated by Customer for plowing, and which are concealed from Contractor's view by snow accumulation or other adverse weather condition. Such property items include, but are not limited to turf (grass), curbs, wheel stops, fire hydrants, plant material and other landscaping, and retaining walls. Customer also agrees that Contractor is not responsible to Customer or anyone else for damages caused by snow removal equipment to surface integrity due to weight of snow removal equipment. Installation of necessary snow stakes is recommended. If Contractor, in its discretion, deems such stakes to be necessary to avoid property damage, Contractor is hereby authorized to provide stakes at an additional cost to Customer, as set forth under the pricing schedule in Article A of this Contract.

**4. Personal Injury and Indemnification:** Customer understands that slippery conditions after a snow event are an inherent risk that cannot be completely eliminated by services provide by Contractor hereunder. Therefore, Customer agrees that it will not hold Contractor, its officers, agents and employees liable for any claims, damages, losses, and expenses, (including but not limited to attorneys' fees and court costs) arising out of or resulting from falls and other accidents caused in whole or in part by snow, ice or any other slippery condition on the property. Customer also agrees to indemnify and defend Contractor from and against any claim, cause of action, or liability instituted by any employee, resident or third-party arising out of or related in any way to property damage, and personal injury due to ice, snow or other slippery condition that may exist on the Property before, during or after Contractor has performed services pursuant to the Contract. Customer agrees to indemnify and defend Contractor from all such claims and liabilities regardless of whether allegedly caused by any actions or failures of Contractor.

Customer understands that upon completion of snow service operations, even if conducted to the highest standards in the industry for this area, slippery conditions may still exist. For example, normal nightly refreezing of melting snow and ice may occur after each storm. Therefore, Contractor will not be liable for accidents caused by this inherent risk and will be defended, indemnified and held harmless by Customer from and against lawsuits or claims that may result from naturally occurring weather conditions, or the presence of salt, sand, or other snow melt products used by Contractor. Contractor has discretion to determine whether to apply snow melt chemicals for snow management. Such chemicals have inherent properties that could degrade or damage metal, paving material, and plant material that come in contact with such chemicals, and therefore, Contractor will not be liable for damage caused to said objects or materials on site.

**5. Insurance:** Throughout the term of this Contract, Contractor will maintain General Liability insurance of \$2,000,000 aggregate, and will also carry the Colorado State required Workman's Compensation insurance, and Automobile Liability insurance, \$1,000,000 bodily injury each person/each accident, and \$1,000,000 property damage.

**6. Termination without Cause:** Either party to this Contract may terminate the Contract without cause by sending written notice to the other party at the respective address stated above. Termination of the Contract will become effective 30 days after the date such written notice is provided. In the event of such termination, full payment for services performed or material provided under this Contract becomes due and payable on, or before, the effective date of termination. In the event of pre-payment of services not performed or materials not provided after the effective date of termination, Contractor will issue a refund to Customer on, or before, the effective date of termination. In addition, if Customer has entered into this Contract as an agent of the Property owner, and Customer's agreement with the Property owner is terminated, this Contract will automatically terminate without notice, effective the date of such termination by the Property Owner.

**7. Default and Remedies:** A default will occur if Customer fails to make payment when due under the Contract. In the event of such default, Contractor may, at its option: (a) terminate the Contract, without further notice to Customer and without waiving any right it may have to recover payment of the money due from Customer; or (b) halt services under the Contract until such payment is made to Contractor. Customer agrees and understands that he/she/it will be responsible for all costs of collecting payment due, including reasonable attorneys' fees and costs.

If Contractor fails to perform services as required under this Contract, defaults under the Contract, or is grossly negligent, Customer must send written notice of same to Contractor at the address for Contractor stated above. In the event of such default, Customer may: (a) demand strict performance of the Contract; (b) terminate the Contract. If Customer reasonably believes that Contractor's performance is not satisfactory, customer may also terminate the Contract upon written notice to Contractor explaining the reason for such termination.

**8. Payment:** The prices, specifications, and conditions are satisfactory and are hereby accepted by Customer. Contractor is authorized to do the work as specified. The rate schedule for this Contract is outlined below and all work will be performed and paid for according to these rates. All accounts are to be due and paid in full net ten (10) days after receipt of an invoice from Contractor. Customer agrees that thirty (30) day past due accounts will be charged interest at 1.5% per month (18% per year). Contractor may decline to perform services if accounts are over twenty days (20) past due following Customer's receipt of invoices for services rendered. Customer will be responsible for a \$45.00 returned check fee for any check returned unpaid for any reason.

**9. Attorneys Fees and Venue:** In the event either party to this Contract commences an action to enforce the terms of the Contract, the prevailing party to such action is entitled to recover its attorneys' fees and court costs. The parties agree that venue for any such legal action shall be the District Court for the City and County of Denver, State of Colorado.

**10. Miscellaneous:**

**10.1** Contractor reserves the right not to proceed with services outlined under this Contract, and the contract may be deemed null and void by Contractor notwithstanding execution of the Contract by Customer, if the Contract is not executed by Customer within 30 days from the date the Contract is sent to Customer.

**10.2** This Contract and attachments hereto supersedes any and all other agreements between the parties, oral or written, regarding snow removal services.

**10.3** By signing below, each party acknowledges they have read and understand the Contract and that no representation, inducement, promise, or agreement, oral or otherwise, has been made by any party which is not embodied herein. This Contract shall be construed objectively in light of its overall purpose, which is to provide the described services herein for compensation. Neither the source nor the authorship of this Contract shall cause any other bias or presumption in the construction or interpretation of this Contract. Any changes to the terms of this Contract are not binding unless in writing, signed by each of the parties.

**10.4** This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Contract.

**10.5** Customer may not assign this Contract without first obtaining Contractor's written approval to do so. Such approval will not be unreasonably withheld by Contractor.

**10.6** The parties hereto agree that a facsimile signature may substitute for and have the same legal effect as the original signature.

**10.7** This Contract shall be construed in accordance with the laws of the State of Colorado.

**CONTRACTOR: Landtech Contractors, LLC**

BY: \_\_\_\_\_

Date

**CUSTOMER:**

BY: \_\_\_\_\_

Its:

Date

## Article A: HOURLY RATES 2023-2024

Rates include operator and have a one (1) hour minimum charge.  
 Drive time is charged one direction.

### Light Equipment

4x4 Truck with Plow	\$127.00 per hour
Ice Slicer Spreader	\$145.00 per hour
Skid Steer Loader with Push Box/Plow	\$156.00 per hour
ATV w/Plow, SnowRator w/Spreader, UTV w/Plow and Spreader	\$102.00 per hour

### Heavy Equipment

Loader/Backhoe with 1-yard Push box or plow	\$225.00 per hour
Loader/Backhoe with 3-yard Push box or plow	\$284.00 per hour

### Labor

Hand Shovel/Spread Ice Melt	\$64.00 per man, per hour
-----------------------------	---------------------------

### Material

Standard Ice Melt	\$1.00 per pound
Environmentally Friendly Ice Melt	\$1.42 per pound
Ice Slicer (Granulated Magnesium Chloride)	\$283.00 per ton

### Other

Snow Pile Relocation/Haul Off	\$172.00 per hour
-------------------------------	-------------------



**Article B: Snow Removal Requirements**

Property Name:	Sky Ranch Metro District	
Property Address:		
Property Contact:		
Contact E-mail:		
Contact Phone #:		
At what accumulation is clearing walkways and doorways required?	YES NO	<b>Trace 1" 2"</b> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> (Mark one)
Is the ice melt application needed for walkways?	YES NO	<b>Standard Environmentally Friendly</b> <input type="checkbox"/> (Mark one)
At what accumulation are plow services for parking lots, entry & driveways, loading docks, etc. required?	YES NO	<b>Trace 1" 2"</b> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> (Mark one)
Is Ice Slicer (Granulated Magnesium Chloride) application required for entry and driveways, drive lanes, loading docks?	YES NO	
Are there specific areas that snow is to be piled? Is there a site plan or map available? If so, please attach it.		
Are there restricted areas on your site that require snow services?  How can we arrange to access these areas?		
<p><b>Snow Monitoring Service:</b> This service will provide the client with a property check to monitor snow accumulation. This service will be offered when the snow has been forecast and will potentially meet the client's contractual trigger point. Service will be offered at an hourly rate of \$65.00 per man-hour and material (1 hr. min. charge per visit) Services must be requested at the time contract execution.</p> <p>Initials _____</p>		
Special Instructions:		



ENVIRONMENTAL CONTRACTOR

5585 W. Airport Rd  
Sedalia, Colorado 80135

☎ 303.471.1522 📠 303.470.3197 ✉ sales@cdi-services.com

<b>To:</b> Clifton Larson Allen	<b>Contact:</b> Celeste Terrell
<b>Address:</b> 8390 E. Crescent Pkwy. Suite 600, Suite 300 Greenwood Village, CO 80111	<b>Phone:</b> (303) 779-5710
	<b>Fax:</b>
<b>Project Name:</b> Sky Ranch Snow - 2023-2024	<b>Bid Number:</b> 1
<b>Project Location:</b> 27994 E 9th Dr, Aurora, CO	<b>Bid Date:</b> 10/6/2023
<b>Addendum #:</b> NA	

Service	Scope	Ice Mitigation	Service	Scope	Ice Mitigation
Parking Area/ Drive Lanes	2"	Required	Private Sidewalks	1"	Required

Other/Special Requirements \_\_\_\_\_

#### AGREEMENT TERMS: October 1, 2023 – May 31, 2024

Contractor proposes to provide all labor and materials necessary to complete snow and ice management in accordance with the following details, specifications and estimates.

Line #	Item Description	Estimated Quantity	Unit	Unit Price
1	4x4 Pickup With Plow	1.00	HR	\$125.00
2	Sand Truck	1.00	HR	\$125.00
3	ATV With Plow	1.00	HR	\$110.00
4	Zero-Turn With Plow	1.00	HR	\$110.00
5	Skidsteer With Plow	1.00	HR	\$155.00
6	Loader With Box Or Bucket	1.00	HR	\$295.00
7	Snow Blower	1.00	HR	\$95.00
8	Dump Truck	1.00	HR	\$160.00
9	Tractor With Plow	1.00	HR	\$295.00
10	Laborer	1.00	HR	\$68.00
11	Snow Captain Site Supervision	1.00	HR	\$78.00
12	Ice Slicer (Granular)	1.00	TON	\$295.00
13	Ice Melt	1.00	BAG	\$50.00

#### Notes:

- **Note:** The above stated rates are based on time and material. All services are charged portal to portal. There is a minimum charge of 1 hour per push for each piece of equipment used, and such minimum charge shall also include 1 hour of snow supervision and 1 bag (50 lb) ice melt and/or 1/2 ton ice slicer. Client agrees to pay Contractor for time and materials utilized by the contractor, including the minimum charge stated herein. Items listed above include the operator fee in the hourly rate.
- **Fuel Surcharge:** If fuel prices exceed \$4.00 per gallon for gasoline or \$4.50 per gallon for diesel, a surcharge of 8% will be charged on top of the above rates. Additionally, if material costs exceed more than 20% of quoted vendor price and/or cost at the beginning of the season, material prices will be adjusted to reflect such increases and Client agrees to pay the increase. **By signing this Contract, Contractor and Client agree to the above pricing, including this fuel surcharge.**
- **Snow Staking:** Staking of the site(s) will be billed at the above hourly rate, which includes materials. In the event that Client elects to not have the site(s) staked by Contractor prior to commencement of snow/ice removal, then Contractor shall not be responsible for any damage to the site which occurs as a result of snow/ice removal operations.
- **Terms and Conditions.**
- 1. Contractor will furnish labor, materials, supervision and necessary equipment to perform snow/ice removal services as set forth on page one. Services will be provided for length of time specified in "agreement term." Contractor will provide only the services outlined and only at the locations ("site(s)") referenced on page one.
- 2. Contractor will not be responsible for anything that is not included on page one of this Contract. Contractor shall not be held responsible for any damage resulting from Client's (or its agent's) lack of or improper staking of the site(s). If Contractor provides land marking at the site(s), Contractor shall be responsible for items that are damaged by Contractor that have been land marked and will repair, replace, or credit client for such damages which were not present prior to contracted services. However, in order for this provision to apply, Contractor must be notified by Client in writing within 48 hours of such damage occurring, otherwise, any claim for such damage is irrevocably waived by Client.





ENVIRONMENTAL CONTRACTOR

5585 W. Airport Rd  
Sedalia, Colorado 80135

☎ 303.471.1522 📠 303.470.3197 ✉ sales@cdi-services.com

<b>To:</b>	Clifton Larson Allen	<b>Contact:</b>	Celeste Terrell
<b>Address:</b>	8390 E. Crescent Pkwy. Suite 600, Suite 300 Greenwood Village, CO 80111	<b>Phone:</b>	(303) 779-5710
<b>Project Name:</b>	Sky Ranch Snow - 2023-2024	<b>Bid Number:</b>	1
<b>Project Location:</b>	27994 E 9th Dr, Aurora, CO	<b>Bid Date:</b>	10/6/2023
<b>Addendum #:</b>	NA		

- 3. Contractor shall not be liable for untimely notice of accumulation by Client for snow removal. Neither will Contractor be liable for any damages resulting from Client's failure to timely or appropriately request services from Contractor.
- 4. Contractor reserves the right to stop work, with or without notice, if Client does not pay each invoice in full within ten (10) days of the invoice date. In the event that Contractor stops work under this provision, Contractor shall have no obligation to maintain, care for, or provide any service for the site(s) unless and until all of Client's outstanding account is brought current. While Contractor has no responsibility for the sites(s), Contractor shall not be liable for any injuries to Client or to any invitee, guest, or licensee of Client related to accumulation or other hazardous conditions on the site(s). Further, Client acknowledges and agrees that Contractor has the right to record a mechanic's lien against any real property for which Contractor provides the services hereunder.
- 5. Client further agrees to pay Contractor a finance charge of 1.75% per month (21% per annum) for any amount which is not paid in full within fifteen (15) days of the invoice date. Client shall also pay Contractor's fees incurred in association with collection including, but not limited, to attorneys' fees, collection agency fees, and court costs.
- 6. This Contract shall be governed, construed and enforced in accordance with the laws of the State of Colorado. Any controversy or claim arising out of or relating to this contract shall be settled by Med-Arb, as defined in C.R.S. § 13-22-302 (mediation/arbitration) or in a court of competent jurisdiction in the State of Colorado, County of Douglas, at Contractor's sole discretion. If Med-Arb is selected by Contractor, then Contractor and Client shall mutually agree upon a mediator/arbitrator, or if they cannot agree, then Contractor shall select from a list of American Arbitration Association arbiters in Denver, Colorado. If applicable, Med-Arb shall be under the Construction Industry Arbitration Rules and Mediation Procedures of the American Arbitration Association and shall take place in Denver, Colorado. Any settlement agreement shall include reasonable attorney fees and costs incurred by the successful party plus interest at the legal rate. Judgment may be entered upon any such award in any Court of competent jurisdiction, which shall be final and binding upon the parties. EACH PARTY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS CONTRACT
- 7. To the extent allowed by law, Contractor shall not be responsible or liable to Client or to any third-party for any damages to existing walks, curbs, driveways, speed bumps, expansion joints, rubber-coated decks, cesspools, septic tanks, utility lines, sprinkler systems, arches, shrubs, lawn, trees, or other personal property, appurtenances or improvements, or for any damage to the site(s) itself (collectively "Damages"), except in the case of Contractor's gross negligence.. Client shall indemnify, defend and hold Contractor harmless for any and all Damages caused by Client or any of its agents, employees, suppliers, vendors, assigns, or anyone under Client's direction, permission or control.
- 8. If, after Contractor has declared the work completed, Client claims that work still remains to be done, Client shall give Contractor reasonable (in time and amount of detail) notice and opportunity to complete the work before proceeding to hire any other entity to complete the services. Upon Contractor's completion of any corrective work claimed by Client, Contractor shall be entitled to payment of the full of the Contract Price then remaining due.
- 9. This Contract may be amended by a written change order or other agreement signed by both parties, or by Client requesting additional services be performed, Contractor performing said services, and Client accepting such work from Contractor.
- 10. This Contract constitutes the entire contract between the parties and neither party shall be bound by any oral statements or representation by any party or agent
- 11. No action arising from or related to the Contract, or the performance thereof, shall be commenced by either party against the other more than one year after the completion or cessation of work under this Contract. This limitation applies to all actions of any character, whether a law or in equity, and whether sounding in contract, tort, or otherwise.
- 12. Contractor agrees to complete its work under this Contract in a good and workmanlike manner, but is not responsible for failures or defects which result from work done by others.
- 13. Contractor shall not be liable for any claim, loss, expense, damage or cause of action resulting in any matter whatsoever, directly or indirectly, from weather conditions, unless such claim is caused by negligence of Contractor.
- 14. In the event CDI mobilizes on a Holiday, as defined below, all rates are doubled. "Holidays" shall consist of the following days/times:
  - Thanksgiving Day 12:01 am – 11:59 pm
  - Christmas Day 12:01 am – 11:59 pm
  - New Years' Day 12:01 am – 11:59 pm
- 15. Client understands and agrees that Contractor's response time will be affected by events beyond Contractor's control (e.g. governmental emergency, equipment failure, unusually severe weather conditions, etc.) Client further understands that response time will be affected by Contractor's ability to travel to the site(s), and that Contractor may be delayed or even prevented from reaching the site(s). Client also acknowledges that the rate of snowfall and wind conditions dramatically affect snow/ice management operations. Accordingly, Client agrees that Contractor shall not be held to any specific level of performance, other than it shall make a reasonable, good faith effort to complete the work specified herein.



**ENVIRONMENTAL CONTRACTOR**

5585 W. Airport Rd  
Sedalia, Colorado 80135

☎ 303.471.1522 📠 303.470.3197 ✉ sales@cdi-services.com

<b>To:</b> Clifton Larson Allen	<b>Contact:</b> Celeste Terrell
<b>Address:</b> 8390 E. Crescent Pkwy. Suite 600, Suite 300 Greenwood Village, CO 80111	<b>Phone:</b> (303) 779-5710
<b>Project Name:</b> Sky Ranch Snow - 2023-2024	<b>Fax:</b>
<b>Project Location:</b> 27994 E 9th Dr, Aurora, CO	<b>Bid Number:</b> 1
<b>Addendum #:</b> NA	<b>Bid Date:</b> 10/6/2023

- 16. At no time will Contractor be liable for personal injury or property damage caused by changing winter weather conditions before, during or after the snow/ice removal has been completed.
- 17. Contractor may terminate this Contract at any time, upon ten (10) work days' written notice to Client, for non-payment and may terminate this Contract at any time, upon fifteen (15) work days' written notice to Client, for any other reason. Client may terminate this Contract upon fifteen (15) work days' written notice to Contractor if Contractor fails to cure or take reasonable steps to cure any defaults under this Contract within seven (7) work days of Contractor's receipt of written notice from Client specifying the alleged defaults.
- 18. Client understands and acknowledges that Contractor's crews may not work safely in blizzard or blizzard-like conditions, or if temperatures and/or wind conditions make the wind chill factor below 20 degrees Fahrenheit. Client understands that Contractor reserves the right to have its crew(s) cease working in such conditions.
- 19. If any provision of this Contract is determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby.
- 20. Whenever any provision of this Contract requires the giving of written notice, such notice shall be delivered to Client at the address stated on page one, or to Contractor at: CDI, 5585 Airport Rd, Sedalia, CO 80135, [INSERT EMAIL]. The notice shall be effective as of the date of personal delivery or email delivery, or on the fifth day after mailing (which mailing must be certified mail, postage prepaid and return receipt requested).

**ACCEPTANCE OF CONTRACT**

- The undersigned representative of Client hereby acknowledges, represents and warrants to Contractor that: i) he/she is authorized to represent Client with respect to this Contract and has been authorized to sign on Client's behalf; ii) Client is the owner of the site(s) listed on page one of this Contract ("Owner"), or is the authorized representative of the Owner and has the authority to enter into this Contract on behalf of Owner; iii) HE/SHE HAS READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF THIS PROPOSAL, iv) he/she has received from Contractor a completed copy of this Contract, including the Job Estimate, if applicable, v) in consideration of the products, materials and services to be provided by Contractor, he/she accepts the terms and conditions of the Contract in its entirety and, on behalf of Client and Owner, authorizes Contractor to acquire the
- Billing Contact Info:  
Contact Name and Phone Number \_\_\_\_\_  
Email \_\_\_\_\_  
Company information, (If different than proposal header) \_\_\_\_\_

**Consolidated Divisions, Inc.** dba **CDI** ENVIRONMENTAL CONTRACTOR  
An Equal Opportunity Employer

**Payment Terms:**

Payment due 30 days from invoice.

<p><b>ACCEPTED:</b> The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p><b>Buyer:</b> _____</p> <p><b>Signature:</b> _____</p> <p><b>Date of Acceptance:</b> _____</p>	<p><b>CONFIRMED:</b> <b>Consolidated Divisions, Inc Db a CDI Environmental Contractors</b></p> <p><b>Authorized Signature:</b> _____</p> <p><b>Estimator:</b> Jamie Salisbury 303.241.1853 jamies@cdi-services.com</p>
---	--



## Manager Memorandum

---

TO: Sky Ranch Community Authority Board

FROM: Celeste Terrell, Community Manager, CliftonLarsonAllen LLP

RE: Outline of all items processed since last meeting

MEETING DATE: Friday, October 13, 2023

---

### **ACC Requests**

12 architectural requests have been received since the last meeting. The requests were for landscaping, radon, concrete work, solar and play equipment. All requests were approved.

### **Violation Report**

Inspection of the Community was completed on September 14<sup>th</sup> and 28<sup>th</sup> resulting in 61 violations being sent to owners. A violation summary has been included in this report. Inspections will be completed once per month from October through March.

Please let us know if there are any questions.

Celeste Terrell  
Community Manager

**Violations Summary**

108

Sky Ranch Community Authority Board

From 09/01/2023 to 09/29/2023

Violation Type / Item	Escalation	Item Count	# Letters	# Violations
Covenant Violation	Open			
Holiday Decorations	Level Fine Notice - \$50	1		
	<b>Total Items / Letters Open</b>	<b>1</b>	<b>1</b>	
	<b>Total Covenant Violation</b>	<b>1</b>	<b>1</b>	<b>1</b>
Landscaping	Open			
Unightly Conditions	Level First Notice	26		
Unightly Conditions	Level Second Notice-\$25	8		
Unightly Conditions	Level Fine Notice - \$50	3		
	<b>Total Items / Letters Open</b>	<b>37</b>	<b>37</b>	
	<b>Total Landscaping</b>	<b>37</b>	<b>37</b>	<b>37</b>
Trash	Open			
Trash	Level First Notice	20		
	<b>Total Items / Letters Open</b>	<b>20</b>	<b>20</b>	
	<b>Total Trash</b>	<b>20</b>	<b>20</b>	<b>20</b>
Vehicles and Parking	Open			
Commercial Vehicle must be parked in garage	Level First Notice	1		
Vehicle in Rocks	Level First Notice	2		
	<b>Total Items / Letters Open</b>	<b>3</b>	<b>3</b>	
	<b>Total Vehicles and Parking</b>	<b>3</b>	<b>3</b>	<b>3</b>
<b>Total for Sky Ranch Community Authority Board</b>		<b>61</b>	<b>61</b>	<b>61</b>



**Violations Summary**

109

Sky Ranch Community Authority Board

From 09/01/2023 to 09/29/2023

**Violation Type / Item**

**Escalation**

**Item Count**

**# Letters**

**# Violations**



<b>CUSTOMER WILL PROVIDE</b>	
Adults for setup:	3-4
Adults for take down:	3-4
Booth workers:	YES
Tables for games:	15

Deposit Amt:	\$0.00
Deposit Date Due:	10/8/2023
Dep Amt Recd:	
Balance Due:	
Cancellation Fee:	\$0.00

Delivery	\$150.00
Service Fee	\$109.50
Sales Tax	\$104.02
<b>TOTAL DUE</b>	<b>\$2,553.52</b>

Items returned late are subject to additional cost per day.

Terms of payment: QUOTE / CREDIT CARD  
REQUIRED TO BOOK

A 1 1/2 % per month service charge will be added to the unpaid balance

**SALES TAX INFORMATION**

Organizations exempt from paying sales tax in Colorado will have been issued a Certificate of Exemption from the Colorado Department of Revenue, along with a seven digit number that begins with "98-". If the organization elects to provide Fun Services with their tax-exempt number, no sales tax will be charged and the organization agrees to be responsible for collecting and remitting any applicable sales or use tax.

Tax Exempt# or Resale License#

**RELEASE OF FUN SERVICES, INC.**

The Lessee shall control the operation of the rented item(s). Fun Services, Inc. is not responsible for any injuries occurring to Lessee or to any persons using the rented item(s). Lessee agrees to pay for any damage to or loss of the rented item(s). Lessee further agrees to indemnify Fun Services, Inc. harmless from any injuries and costs incurred arising from claims or demands by third parties arising from the use or misuse of the rented item(s).

**CANCELLATION POLICY FOR RENTAL ITEMS**

Cancellations must be made at least 3 days in advance of scheduled delivery or pick up date. ALL cancellations will be charged the full invoice amount of the order if received less than 3 days prior to delivery or pick up date. In the event of a cancellation prior to 3 days of scheduled pick up or delivery, it is the responsibility of the Lessee to notify the Rental Department at Fun Services and receive a cancellation code in order to not be charged the full reservation amount.

**RENTAL POLICIES**

A major credit card is required for all rentals and rental reservations. A 50% deposit is required at the time of booking for events delivered or staffed by Fun Services. Remaining balances are charged the week of customer pickup or Fun Services delivery. Rental charges are based on items delivered/picked-up from our warehouse. No credit will be given on unused supplies or rental items.

x _____	_____	_____	_____
<b>SIGNATURE REQUIRED</b>	<b>DATE</b>	<b>FUN SERVICES, INC. REP</b>	<b>DATE</b>
SKY RANCH COMMUNITY BOARD HOA	10/21/2023		

My signature indicates that I have read and agree to all the above terms and conditions of this agreement.

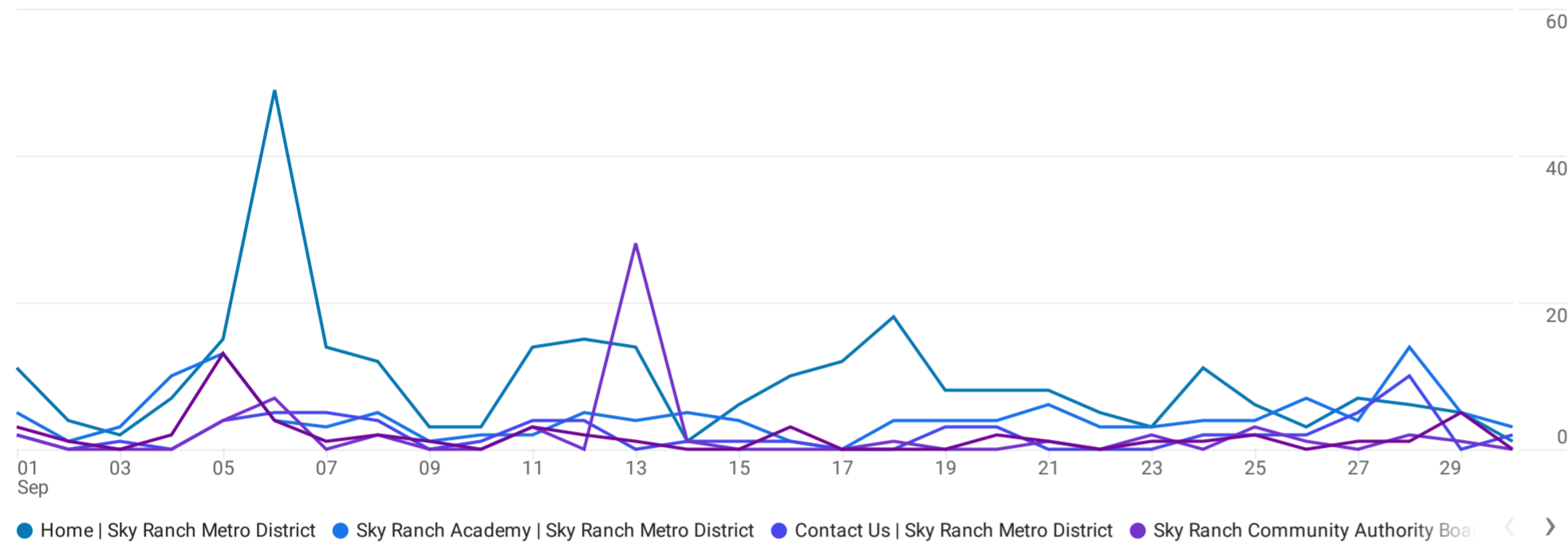
All Users Add comparison +

Custom Sep 1 - Sep 30, 2023

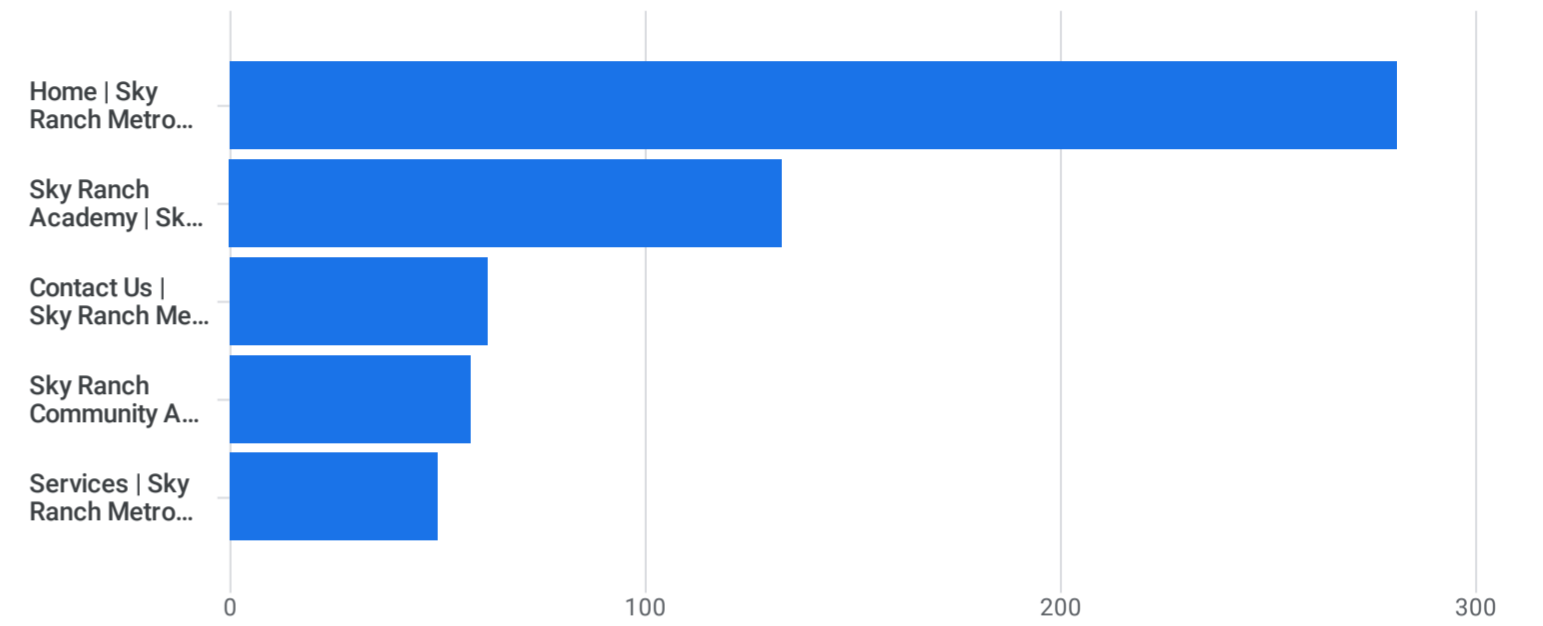
Pages and screens: Page title and screen class

Add filter +

Views by Page title and screen class over time



Views by Page title and screen class



Search... Rows per page: 10 Go to: 1 1-10 of 51

Page title and screen class	Views	Users	Views per user	Average engagement time	Event count	Conversions	Total revenue
	1,065 100% of total	346 100% of total	3.08 Avg 0%	0m 48s Avg 0%	3,032 100% of total	0.00	\$0.00
1 Home   Sky Ranch Metro District	281	174	1.61	0m 24s	852	0.00	\$0.00
2 Sky Ranch Academy   Sky Ranch Metro District	133	104	1.28	0m 38s	469	0.00	\$0.00
3 Contact Us   Sky Ranch Metro District	62	42	1.48	0m 40s	154	0.00	\$0.00
4 Sky Ranch Community Authority Board   Sky Ranch Metro District	58	18	3.22	0m 17s	151	0.00	\$0.00
5 Services   Sky Ranch Metro District	50	32	1.56	0m 15s	113	0.00	\$0.00
6 Resource Center   Sky Ranch Metro District	44	16	2.75	0m 14s	82	0.00	\$0.00
7 Community Management/Covenant Control   Sky Ranch Metro District	42	27	1.56	0m 25s	153	0.00	\$0.00
8 Temporary Road Closure - Monaghan Road   Sky Ranch Metro District	34	30	1.13	0m 07s	115	0.00	\$0.00
9 Rangeview Metropolitan District - Water/Wastewater   Sky Ranch Metro District	33	19	1.74	0m 35s	118	0.00	\$0.00
10 Meetings   Sky Ranch Metro District	30	12	2.50	0m 24s	70	0.00	\$0.00