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: December 9, 2022

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_OWExZWRmMTUtYzNmMS00YmVjLWJkYjItNmIxNmI1NGQ5ZjA3%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: **546 305 267#**

Board of Directors	Office	Term Expires
Mark Harding	President (representing MD 5)	May, 2023
Joe Knopinski	Vice President (representing MD 5)	May, 2025
Kevin McNeill	Treasurer (representing MD 5)	May, 2023
Scott Lehman	Secretary (representing MD 1)	May, 2023
Dirk Lashnits	Assistant Secretary (representing MD 3)	May, 2025

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 November 11, 2022 Regular Meeting (enclosure).

B. Ratify approval of Task Order No. 7 (Filing 1) to the Master Services Agreement ("MSA") with Independent District Engineering Services, LLC ("IDES") for continuation of oversight services in the amount of $40,000 (enclosure).

C. Ratify approval of Task Order No. 3 (Filings 4 and 5) to the Master Services Agreement "(MSA") with Independent District Engineering Services, LLC ("IDES") for continuation of oversight services in the amount of $100,000 (enclosure).

D. Ratify approval of 2023 Landscape Maintenance and Snow Removal Service Agreements with CDI Environmental Contractor (enclosures).

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 September 30, 2022, updated as of December 5, 2022, accounts receivable summaries, tax schedules, and developer advance schedule (to be distributed).

B. Consider approval of payables through December 2, 2022 in the amount of $552,883.90 (enclosure).

C. Other.

VI. CONSTRUCTION MATTERS

A. Project Manager's Report (enclosure).

B. Consider approval of Task Order No. 4 to the Master Services Agreement with MPi Designs for Filing 6 irrigation design in the amount of $8,455.

C. Engineer's Report (enclosure).

D. Review and consider acceptance of Cost Certification Report No. 6 – Filing Nos. 1-3 (Revised November 29, 2022) in the amount of $546,020.53 (enclosure).

E. Review and consider acceptance of Cost Certification Report No. 7 – Filing Nos. 1-3 in the amount of $112,304.06 (enclosure).

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

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

2. **Roadway Improvements:** None.

3. **Grading/Earthwork:**

4. **Landscape Improvements:**

Phase 1 None.

Phase 2 None.

Phase 3 None.

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

1. Grading/Earthwork: None.

2. Drainage and Utilities: None

3. Erosion Control:

Consider approval of Change Order No. 4 to the Erosion Control Contract with Pure Cycle Corporation for costs associated with added scope for erosion control items near the School Academy site within Filing #4 in the amount of $13,157.98.

Consider approval of Change Order No. 5 to the Erosion Control Contract with Pure Cycle Corporation for an annual erosion control maintenance budget for the remainder of 2022 through October 2023 in the amount of $85,000.

Consider approval of Pay Application No. 7 to the Erosion Control Contract with Pure Cycle Corporation in the amount of $39,111.50.

4. Roadway Improvements:

Paving/Asphalt

Consider approval of Change Order No. 12 to the Paving Contract with Martin Marietta Materials, Inc. for costs associated with balancing of Monaghan Road, 10th Drive and the intersection of E. 8th Place & N. Carrie Street in the amount of $43,824.58.

Consider approval of Pay Application No. 12 to the Paving Contract with Martin Marietta Materials, Inc. in an amount not to exceed $40,685.27.

Concrete/Striping/Signage

Consider approval of Change Order No. 6 to the Construction Contract with Premier Earthworks & Infrastructure, Inc. ("PEI") for costs associated with the addition of six-foot-

wide concrete sidewalk/paths through open spaces in the amount of $20,818.14.

Consider approval of Change Order No. 7 to the Construction Contract with PEI for costs associated with repairs to concrete curb and sidewalk, additional signage and striping improvements in the amount of $1,206.15.

Consider approval of Pay Application No. 12 to the Construction Contract with PEI in an amount not to exceed $207,470.73.

5. **Landscape:** Consider approval of Pay Application No. 2 to the Landscape Installation Contract with Consolidated Divisions, Inc. in the amount of $76,556.94.

6. **Fencing:** Consider approval of Change Order No. 1 to the Fence Installation Contract with Pure Cycle Corporation for costs associated with the addition of six light poles and fixtures at the communal mailboxes in the amount of $14,197.80.

Consider approval of Pay Application No. 1 to the Fence Installation Contract with Pure Cycle Corporation in the amount of $151,888.63.

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

1. **Grading/Earthwork:** None.

2. **Drainage and Utilities:** None.

3. **Erosion Control:** None.

4. **Roadway Improvements:** None.

Paving/Asphalt

Concrete/Striping/Signage

7. Landscape: None.

VII. LEGAL MATTERS

A. Executive Session (if necessary).

B. Other.

VIII. COMMUNITY MANAGEMENT / COVENANT CONTROL / OPERATIONS

A. Community Manager's Update (enclosure).

IX. OTHER BUSINESS

A. Confirm quorum for January 13, 2023 Board meeting.

X. ADJOURNMENT

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

THERE ARE NO REMAINING REGULAR MEETINGS SCHEDULED FOR 2022.

RECORD OF PROCEEDINGS

MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE SKY RANCH COMMUNITY AUTHORITY BOARD ("CAB") HELD NOVEMBER 11, 2022

A regular meeting of the Board of Directors (referred to hereafter as the "Board") of the CAB convened on November 11, 2022 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
Kevin McNeill, Treasurer
Scott Lehman, Secretary
Dirk Lashnits, Assistant Secretary

Also in Attendance Were:
Lisa Johnson, Celeste Terrell, Shauna D'Amato, and Cathee Sutton (for a portion of the meeting); CliftonLarsonAllen LLP ("CLA")
Suzanne Meintzer, Esq.; McGeady Becher P.C.
Stan Fowler (for a portion of the meeting); Independent District Engineering Services, LLC ("IDES")
Cyrena Finnegan and Deb Saya; Pure Cycle Corporation

Members of the Public:
Katherine Funk

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. Ms. Johnson 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.

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

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RECORD OF PROCEEDINGS

CAB's regular meeting.

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

Resolution No. 2022-11-01 Establishing Regular Meeting Dates, Time and Location, and Designating Location for Posting of 24-Hour Notices: Following review and discussion, upon a motion duly made by Director Lashnits, seconded by Director Harding and, upon vote, unanimously carried, the Board set their 2023 meetings for the second Friday of every month at 8:30 p.m., to be held virtually and physically, and adopted Resolution No. 2022-11-01, Establishing Regular Meeting Dates, Time and Location, and Designating Location for Posting of 24-Hour Notices.

Requirements of Section 32-1-809, C.R.S. (District Transparency Notice): The Board directed the staff at CliftonLarsonAllen LLP to prepare and post the Transparency Notice on the Special District Association website and the CAB website.

District Insurance and Special District Association Membership: The Board directed the staff of CliftonLarsonAllen LLP to renew for 2023. Ms. Johnson will transmit the current property schedule to Director Lashnits for his review and approval.

Resolution No. 2022-11-02 Providing for Directors' Exclusion from Workers' Compensation Coverage: Following review and discussion, upon a motion duly made by Director Knopinski, seconded by Director Lehman and, upon vote, unanimously carried, the Board adopted Resolution No. 2022-11-02 Providing for Directors' Exclusion from Workers' Compensation Coverage and authorized its submittal.

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CONSENT AGENDA

The Board considered the following item under the Consent Agenda:

- Approve Minutes of the October 14, 2022 Regular Meeting.

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

PUBLIC COMMENT

There were no public comments.

CITIZENS ADVISORY COMMITTEE ("CAC") MATTERS

CAC Presentation on Recommendations: None.

FINANCIAL MATTERS

Schedule of Cash Position as of June 30, 2022, Updated as of November 7, 2022, 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 McNeill and, upon vote, unanimously carried, the Board accepted the Schedule of Cash Position as of June 30, 2022, updated as of November 7, 2022, the accounts receivable summaries, tax schedules and developer advance schedule.

Payables through November 4, 2022: The Board reviewed the payables through November 4, 2022. Following review, upon a motion duly made by Director Lashnits, seconded by Director Harding and, upon vote, unanimously carried, the Board approved the payables through November 4, 2022, in the amount of $505,202.06.

Public Hearing on 2022 Budget Amendment (Second Reading): Ms. Johnson opened the public hearing to consider an amendment to the 2022 Budget.

It was noted that publication of Notice stating that the Board would consider amendment of the 2022 Budget and the date, time and place of the public hearing was made in a newspaper having general circulation within the CAB. No written objections were received prior to the public hearing.

No public comments were received, and the public hearing was closed.

Ms. Sutton presented the need to amend the 2022 Budget in the Debt Service Fund to $400,000. Following review and discussion, upon motion duly made by Director

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Harding, seconded by Director Knopinski and, upon vote, unanimously carried, the Board adopted Resolution No. 2022-11-03 to amend the 2022 Budget.

Public Hearing on 2023 Budget (Second Reading): Ms. Johnson opened the public hearing to consider adoption of the proposed 2023 Budget.

It was noted that Notice stating that the Board would consider adoption of the 2023 Budget and the date, time and place of the public hearing was published pursuant to statute. No written objections were received prior to the public hearing.

No public comments were received, and the public hearing was closed.

Ms. Sutton presented the proposed 2023 Budget to the Board. Following review and discussion, upon motion duly made by Director McNeill, seconded by Director Lashnits and, upon vote, unanimously carried, the Board adopted Resolution No. 2022-11-04; to Adopt the 2023 Budget and Appropriate Sums of Money, as revised per discussion and subject to receipt of final assessed valuation from the County.

Preparation of 2024 Budget: The Board appointed the District Accountant to prepare the 2024 Budget.

2022 Audit: Following discussion, upon a motion duly made by Director McNeill, seconded by Director Lehman and, upon vote, unanimously carried, the Board approved the engagement of Haynie & Co. to prepare the 2022 Audit and authorized its submittal.

CliftonLarsonAllen LLP Statements of Work for 2023 Accounting and Management Services: Following discussion, upon a motion duly made by director Lashnits, seconded by Director McNeill and, upon vote, unanimously carried, the Board approved the statements of work with CliftonLarsonAllen LLP for 2023 accounting and management services.

CONSTRUCTION MATTERS

Project Manager's Report: Director Lashnits presented the Project Manager's Report and updates.

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

Task Order No. 7 (Filing 1) to the Master Services Agreement (MSA") with Independent District Engineering Services, LLC ("IDES") for Continuation of Oversight Services in the Amount of $40,000.00: Following discussion, upon a motion duly made by Director McNeill, seconded by Director Lashnits and, upon vote,

unanimously carried, the Board approved Task Order No. 7 to the MSA with IDES for continuation of oversight services in the amount of $40,000.00.

Task Order No. 3 (Filings 4 and 5) to the Master Services Agreement (MSA") with Independent District Engineering Services, LLC ("IDES") for Continuation of Oversight Services in the Amount of $100,000.00: Following discussion, upon a motion duly made by Director McNeill, seconded by Director Lashnits and, upon vote, unanimously carried, the Board approved Task Order No. 3 to the MSA with IDES for continuation of oversight services in the amount of $100,000.00.

Filing 5 Wet Utility Bid: Mr. Fowler presented the bid summary to the Board. Following discussion, the Board determined to reject the bids at this time.

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

Drainage and Utilities: None.

Roadway Improvements: None.

Grading/Earthwork:

Change Order No. 10 to the Construction Contract with Bemas Construction, Inc. for Costs Covering Additional Scope to Complete Grading Activities Near Academy Site in the Amount of $4,863.17: Following discussion, upon a motion duly made by Director McNeill, seconded by Director Lashnits and, upon vote, unanimously carried, the Board approved Change Order No. 10 to the Construction Contract with Bemas Construction, Inc. for costs covering additional scope to complete grading activities near Academy site in the amount of $4,863.17.

Pay Application No. 11 to the Construction Contract with Bemas Construction, Inc. in the Amount of $4,863.17: Following discussion, upon a motion duly made by Director McNeill, seconded by Director Lashnits and, upon vote, unanimously carried, the Board approved Pay Application No. 11 to the Construction Contract with Bemas Construction, Inc. in the amount of $4,863.17.

Landscape Improvements:

Phase 1: None.

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RECORD OF PROCEEDINGS

Phase 2: None.

Phase 3: None.

PHASE II (FILING NO. 4) CONSTRUCTION MATTERS:

Grading/Earthwork: None.

Drainage and Utilities: None.

Erosion Control: None.

Roadway Improvements:

Paving/Asphalt:

Pay Application No. 11 to the Construction Contract with Martin Marietta Materials, Inc. in the Amount of $149,846.22: Following discussion, upon a motion duly made by Director McNeill, seconded by Director Lashnits and, upon vote, unanimously carried, the Board approved Pay Application No. 11 to the Construction Contract with Martin Marietta Materials, Inc. in the amount of $149,846.22.

Concrete/Striping/Signage:

Change Order No. 4 to the Construction Contract with Premier Earthworks & Infrastructure, Inc. ("PEI") for Costs Associated with Concrete Improvements for Carrie Street in the Amount of $144,677.74: Following discussion, upon a motion duly made by Director McNeill, seconded by Director Lashnits and, upon vote, unanimously carried, the Board approved Change Order No. 4 to the Construction Contract with PEI for costs associated with concrete improvements for Carrie Street in the amount of $144,677.74.

Change Order No. 5 to the Construction Contract with Premier Earthworks & Infrastructure, Inc. ("PEI") for Costs Associated with Additional Signage and Striping Improvements for Filing 4 in the Amount of $2,130.23: Following discussion, upon a motion duly made by Director McNeill, seconded by Director Lashnits and, upon vote, unanimously carried, the Board approved Change Order No. 5 to the Construction Contract with PEI for costs associated with additional signage and striping improvements for Filing 4 in the amount of

$2,130.23.

Pay Application No. 11 to the Construction Contract with Premier Earthworks & Infrastructure, Inc. ("PEI") in the Amount of $104,029.44: Following discussion, upon a motion duly made by Director McNeill, seconded by Director Lashnits and, upon vote, unanimously carried, the Board approved Pay Application No. 11 to the Construction Contract with PEI in the amount of $104,029.44.

Landscape:

Change Order No. 1 to the Landscape Installation Contract with Consolidated Divisions, Inc. for Adding Purple Wrap to Irrigation Fittings Adjusting Price of Decoder Cable and Changing the Rain Sensor Type to a Hunter MWS in the Amount of $10,657.50: Following discussion, upon a motion duly made by Director McNeill, seconded by Director Lashnits and, upon vote, unanimously carried, the Board approved Change Order No. 1 to the Landscape Installation Contract with Consolidated Divisions, Inc. for adding purple wrap to irrigation fittings adjusting price of decoder cable and changing the rain sensor type to a Hunter MWS in the amount of $10,657.50.

PHASE II (FILING NO. 5) CONSTRUCTION MATTERS:

Grading/earthwork: None.

Drainage and Utilities: None.

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.

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COMMUNITY AUTHORITY BOARD

RECORD OF PROCEEDINGS

COMMUNITY MANAGEMENT / COVENANT CONTROL / OPERATIONS	**Community Manager's Report:** Ms. Terrell reviewed the Community Manager's Report and provided updates with the Board. No action was taken. **2023 Fee Schedule for Operation and Maintenance Fees and Design and Covenant Control, Effective January 1, 2023:** Following discussion, upon a motion duly made by Director Lashnits, seconded by Director Knopinski and, upon vote, unanimously carried, the Board confirmed Operation and Maintenance fees for 2023 with no changes.
OTHER BUSINESS	**Quorum for December 9, 2022 Board Meeting:** The Board confirmed a quorum for the December 9, 2022 Board meeting. Director Harding reported that he will not be able to attend the December meeting.
ADJOURNMENT	There being no further business to come before the Board at this time, following a motion duly made by Director Knopinski, seconded by Director McNeill and, upon vote, unanimously carried, the Board adjourned the meeting at 10:00 a.m.

Respectfully submitted,

By: _____
Secretary for the Meeting

SKY RANCH COMMUNITY AUTHORITY BOARD
PROFESSIONAL SERVICES AGREEMENT TASK ORDER

AGREEMENT TITLE Service Agreement for District Oversight Services

AGREEMENT NO. IDES – Filing 1 **AGREEMENT DATE** 11/13/17 **TASK ORDER NO.** 07

CONSULTANT Independent District Engineering Services, LLC (IDES)

TASK ORDER REFERENCE: Task Order **07** Submittal (attached)

TASK ORDER NAME: Continuation of Oversight Services

METRO DISTRICT PROJECT ENGINEER: Barrett Marrocco

BASIS OF COMPENSATION: Classification Rate (Fee Schedule in Agreement)

SCHEDULE: As Construction Requires, Through 12/31/23

AGREEMENT PRICE RECONCILIATION:

Previously Approved Change Orders/Amendments/Task Orders	$ 250,000.00
Task Order Price – Task Order No. 07	$ 40,000.00
Total of Agreement Prices including this Task Order	$ $290,000.00

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 Metro District (if a Metro District Agreement) 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:

Independent District Engineering Services, LLC

_____ _____
Consultant Date

_____ Director
Authorized Agent Title

INDEPENDENT

DES

District Engineering

SERVICES

METROPOLITAN DISTRICT SERVICES PROPOSAL

WWW.IDESLLC.COM

Independent District Engineering Services LLC
1626 Cole Blvd, Suite 125
Lakewood, CO 80401
www.idesllc.com

October 31, 2022

Sky Ranch CAB
C/o Suzanne Meintzer
McGeady Becher P.C.
450 E. 17th Avenue, Suite 400
Denver, CO 80203

SKY RANCH COMMUNITY AUTHORITY BOARD OVERSIGHT SERVICES PROPOSAL

Independent District Engineering Services, LLC (IDES) is pleased to respond to your request to provide additional District Oversight Services for Filing 1 of the Sky Ranch Development.

SCOPE OF SERVICES

Pre-Qualification, Bid and Award of Project – IDES can provide contractor pre-qualification services including advertising, Contractor notification, reviewing of AIA forms, and recommendation of qualified contractors. IDES can conduct the Bid Process which includes development of the bid documents, Bid Schedules and Technical Specifications, answer questions, prepare Addendum and conduct a Bid Opening. IDES can make recommendations to the Board for Contractor Selection.

Project Administration and Coordination – IDES can maintain District project files, issues tracking lists, meeting minutes, agreement and contract files, plan files, schedules, and other program administration activities as need to support the project. IDES can provide project coordination with consultants, local agencies, traffic control, utilities, power companies and other public utilities, residents and other entities as required

Invoice Creation Assistance –This task includes helping the construction manager set up pay applications so that costs can easily be tracked between District eligible and Developer costs. IDES will review the current invoice format of the consultants and contractors and make recommendations for future invoices to track District eligible and Developer costs.

Pay Application Review – IDES can meet with the construction manager once a month on the project site to see the progress of construction and to review invoices and pay applications. A monthly (or other period as desired) site inspection and Infrastructure Acquisition Report will be submitted to the District.

Consultant Selection – IDES can develop scope of services, conduct request for proposal processes and provide recommendations to the District to select consultants to provide services to complete the project. IDES can prepare agreements and task orders for review and approval by the District.

Cost Certification – IDES will review the documentation provided by the District to determine the scope of District eligible improvements and the claimed cost for the improvements. The District will plan to provide the following documentation for completed, designed or administrative elements of the project associated with reimbursements:

- Service Plan
- Project Plans
- Plat or Exhibit showing District Tract Ownership and Easements
- ACAD Base Files for Exhibit Development (IDES can coordinate with DOR for this info)
- Other Legal Documents impacting reimbursements or eligibility of improvements
- Accountant Spreadsheets and other accounting tracking information
- Invoices and proofs of payments
- Any additional documentation of services provided and or fees paid that the Client believes would be a District eligible cost.
- Developer/District Reimbursement Agreements
- Developer/Local Jurisdiction Subdivision Improvement Agreements
- Other as may be requested or needed

- Contact for District Representative
- Contact for Developer Representative

Based on the information provided, IDES will prepare a cost certification of District eligible improvements and expenditures. Invoices will be reviewed for reasonableness and District eligibility. This information will be used to prepare an Engineer's report for cost certification, which will include an exhibit showing the areas on site where improvement costs have been certified. The report will be prepared and signed by a Professional Engineer and will contain all necessary information to satisfy the requirements of the District Service Plan.

IDES will perform site visits as needed and participate in meetings and conference calls as needed to complete this report. IDES can also host a kick-off meeting to discuss the documentation requested to ensure the process is efficient.

Aerial Photography – IDES will provide aerial shots unless site is in a restricted airspace per FAA regulations.

Meetings – IDES can participate in project meetings as necessary. Meetings may include District Board meetings, project status meetings, local jurisdiction coordination meetings, construction progress meetings, miscellaneous field meetings and other meetings with project stakeholders as required or requested.

Additional Services – Additional services that are not included in this proposal but can be provided under a separate proposal if desired are listed as an attachment.

FEE

IDES proposes to perform Services on a Time and Materials Basis in accordance with the Charge Rate Schedule below. We will provide services to the District as requested and bill only for the actual time required to complete the services. Based on our experience, a Not to Exceed amount of $40,000.00 should allocate the funds required for the tasks, and any excess funds may be used for additional services.

CHARGE RATE SCHEDULE

Services will be provided on a Labor Time and Expenses basis as provided below. Hourly rates are revised periodically to reflect the current cost for delivery of services and the fees charged for services under this engagement may change without notice. The District agrees that IDES is authorized perform a task authorized under this scope of services at the direction of any individual board member.

Billing Rates:

The following Billing Rates shall apply for the Task Order:

Project Administrator	$ 115.00 per hour
Senior Contract Administrator	$ 145.00 per hour
Project Engineer	$ 140.00 per hour
Project Engineer II	$ 150.00 per hour
Project Manager	$ 155.00 per hour
Project Manager II	$ 165.00 per hour
Professional Engineer	$ 175.00 per hour
Senior Project Manager	$ 180.00 per hour
District Engineer	$ 190.00 per hour
Director	$ 200.00 per hour

Reimbursable Expenses

Mileage	IRS Rate + 10%
Plan Copies, outside copies, other items	at cost + 10%
Subcontractor	at cost + 10%

If you have any comments or questions, please feel free to contact me. We appreciate the opportunity to submit this proposal.

Respectfully Submitted,
Independent District Engineering Services, LLC

Barrett Marrocco
Director

Attachment

IDES ADDITONAL SERVICES

Constructability Reviews – IDES can provide review of plans for constructability and completeness to assist the District and/or the design engineer in determining more efficient or cost-effective alternatives. The work would likely involve plan reviews, site visits and investigations, meetings with the District, design engineer, local jurisdiction, and others, review of preliminary geotechnical report, phasing plans, and any other pertinent information to better qualify the design.

Project Cost Estimating and Control – Project cost estimating services may include updating of initial estimate, plan quantity and pay item take-offs and specialty cost estimates needed in support of various agreements, reporting requirements or other as-needed estimates. Special reports including cost share reimbursements, bonding agency reports and other specialized reports that can be produced as requested.

Project Scheduling Services – IDES may create an overall project schedule based on contractor's schedule and provide updates which can include entitlement, planning, design, construction that would reflect additions, deletions and deviations in the timing of all the associated activities. Specialized schedules can be provided when requested. Schedules would be formatted in Microsoft Project unless otherwise directed.

Construction Observation – IDES can provide construction observation for general compliance with the contract documents for all phases of construction activities. Information gained by construction observation can be compiled in periodic reports and used for construction administration activities. Reports with photos can be submitted and maintained electronically.

Construction Administration and Coordination – IDES can provide construction administration activities including partial pay request processing, submittal review coordination, change orders review, force account, permit management, project close-out, claim reviews, warranty issues and other tasks as necessary to provide project documentation. IDES can provide construction coordination activities including project coordination with stakeholders, monitor project scheduling, jurisdictional coordination, and other activities necessary to provide coordination. Assumptions include the same schedule as presented for the construction observation section.

District Compliance – IDES can provide necessary on-going Metro District support services including but not limited to, coordination with the District, District consultant, contractors, local jurisdictions, adjacent developers, utility companies and other project stakeholders, participate in the development and administration of various agreements with project stake holders required for the project, provide needed information and coordination with the board's legal counsel and accountants for District reporting requirements. This can also include invoice and pay application review monthly, expenditure verification for the District board and reporting of facilities acquisitions to the District board monthly.

Consultant Administration – IDES can provide support services for the progress and completion of Consultants services, including contracting, review and processing of task orders, coordination concerning construction needs, and tracking of contracts and invoices.

Dry Utility Coordination – IDES can provide the necessary coordination with dry utility companies including new service requests and meter service installations.

Evaluation and Recommendation of Existing Infrastructure – IDES can provide evaluation and make recommendations regarding existing deficiencies of infrastructure.

SKY RANCH COMMUNITY AUTHORITY BOARD
PROFESSIONAL SERVICES AGREEMENT TASK ORDER

AGREEMENT TITLE Service Agreement for District Oversight Services

AGREEMENT NO. IDES - Filing 4 **AGREEMENT DATE** 11/13/2017 **TASK ORDER NO.** 03

CONSULTANT Independent District Engineering Services, LLC (IDES)

TASK ORDER REFERENCE: Task Order **03** Submittal (attached)

TASK ORDER NAME: Continuation of Oversight Services

METRO DISTRICT PROJECT ENGINEER: Barrett Marrocco

BASIS OF COMPENSATION: Classification Rate (Fee Schedule in Agreement)

SCHEDULE: As Construction Requires, Through 12/31/23

AGREEMENT PRICE RECONCILIATION:

Previously Approved Change Orders/Amendments/Task Orders	$ 100,000.00
Task Order Price – Task Order No. 03	$ 100,000.00
Total of Agreement Prices including this Task Order	$ 200,000.00

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 Metro District (if a Metro District Agreement) 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:

Independent District Engineering Services, LLC

_____ _____
Consultant Date

_____ Director
Authorized Agent Title

INDEPENDENT

DES

District Engineering

SERVICES

METROPOLITAN DISTRICT SERVICES PROPOSAL

WWW.IDESLLC.COM

Independent District Engineering Services LLC
1626 Cole Blvd, Suite 125
Lakewood, CO 80401
www.idesllc.com

October 31, 2022

Sky Ranch CAB
C/o Suzanne Meintzer
McGeady Becher P.C.
450 E. 17th Avenue, Suite 400
Denver, CO 80203

SKY RANCH COMMUNITY AUTHORITY BOARD OVERSIGHT SERVICES PROPOSAL

Independent District Engineering Services, LLC (IDES) is pleased to respond to your request to provide additional District Oversight Services for Filing 4 and 5 of the Sky Ranch Development.

SCOPE OF SERVICES

Pre-Qualification, Bid and Award of Project – IDES can provide contractor pre-qualification services including advertising, Contractor notification, reviewing of AIA forms, and recommendation of qualified contractors. IDES can conduct the Bid Process which includes development of the bid documents, Bid Schedules and Technical Specifications, answer questions, prepare Addendum and conduct a Bid Opening. IDES can make recommendations to the Board for Contractor Selection.

Project Administration and Coordination – IDES can maintain District project files, issues tracking lists, meeting minutes, agreement and contract files, plan files, schedules, and other program administration activities as need to support the project. IDES can provide project coordination with consultants, local agencies, traffic control, utilities, power companies and other public utilities, residents and other entities as required

Invoice Creation Assistance –This task includes helping the construction manager set up pay applications so that costs can easily be tracked between District eligible and Developer costs. IDES will review the current invoice format of the consultants and contractors and make recommendations for future invoices to track District eligible and Developer costs.

Pay Application Review – IDES can meet with the construction manager once a month on the project site to see the progress of construction and to review invoices and pay applications. A monthly (or other period as desired) site inspection and Infrastructure Acquisition Report will be submitted to the District.

Consultant Selection – IDES can develop scope of services, conduct request for proposal processes and provide recommendations to the District to select consultants to provide services to complete the project. IDES can prepare agreements and task orders for review and approval by the District.

Cost Certification – IDES will review the documentation provided by the District to determine the scope of District eligible improvements and the claimed cost for the improvements. The District will plan to provide the following documentation for completed, designed or administrative elements of the project associated with reimbursements:

- Service Plan
- Project Plans
- Plat or Exhibit showing District Tract Ownership and Easements
- ACAD Base Files for Exhibit Development (IDES can coordinate with DOR for this info)
- Other Legal Documents impacting reimbursements or eligibility of improvements
- Accountant Spreadsheets and other accounting tracking information
- Invoices and proofs of payments
- Any additional documentation of services provided and or fees paid that the Client believes would be a District eligible cost.
- Developer/District Reimbursement Agreements
- Developer/Local Jurisdiction Subdivision Improvement Agreements
- Other as may be requested or needed

- Contact for District Representative
- Contact for Developer Representative

Based on the information provided, IDES will prepare a cost certification of District eligible improvements and expenditures. Invoices will be reviewed for reasonableness and District eligibility. This information will be used to prepare an Engineer's report for cost certification, which will include an exhibit showing the areas on site where improvement costs have been certified. The report will be prepared and signed by a Professional Engineer and will contain all necessary information to satisfy the requirements of the District Service Plan.

IDES will perform site visits as needed and participate in meetings and conference calls as needed to complete this report. IDES can also host a kick-off meeting to discuss the documentation requested to ensure the process is efficient.

Aerial Photography – IDES will provide aerial shots unless site is in a restricted airspace per FAA regulations.

Meetings – IDES can participate in project meetings as necessary. Meetings may include District Board meetings, project status meetings, local jurisdiction coordination meetings, construction progress meetings, miscellaneous field meetings and other meetings with project stakeholders as required or requested.

Additional Services – Additional services that are not included in this proposal but can be provided under a separate proposal if desired are listed as an attachment.

FEE

IDES proposes to perform Services on a Time and Materials Basis in accordance with the Charge Rate Schedule below. We will provide services to the District as requested and bill only for the actual time required to complete the services. Based on our experience, a Not to Exceed amount of $100,000.00 should allocate the funds required for the tasks, and any excess funds may be used for additional services.

CHARGE RATE SCHEDULE

Services will be provided on a Labor Time and Expenses basis as provided below. Hourly rates are revised periodically to reflect the current cost for delivery of services and the fees charged for services under this engagement may change without notice. The District agrees that IDES is authorized perform a task authorized under this scope of services at the direction of any individual board member.

Billing Rates:

The following Billing Rates shall apply for the Task Order:

Project Administrator	$ 115.00 per hour
Senior Contract Administrator	$ 145.00 per hour
Project Engineer	$ 140.00 per hour
Project Engineer II	$ 150.00 per hour
Project Manager	$ 155.00 per hour
Project Manager II	$ 165.00 per hour
Professional Engineer	$ 175.00 per hour
Senior Project Manager	$ 180.00 per hour
District Engineer	$ 190.00 per hour
Director	$ 200.00 per hour

Reimbursable Expenses

Mileage	IRS Rate + 10%
Plan Copies, outside copies, other items	at cost + 10%
Subcontractor	at cost + 10%

If you have any comments or questions, please feel free to contact me. We appreciate the opportunity to submit this proposal.

Respectfully Submitted,
Independent District Engineering Services, LLC

Barrett Marrocco
Director

Attachment

IDES ADDITONAL SERVICES

Constructability Reviews – IDES can provide review of plans for constructability and completeness to assist the District and/or the design engineer in determining more efficient or cost-effective alternatives. The work would likely involve plan reviews, site visits and investigations, meetings with the District, design engineer, local jurisdiction, and others, review of preliminary geotechnical report, phasing plans, and any other pertinent information to better qualify the design.

Project Cost Estimating and Control – Project cost estimating services may include updating of initial estimate, plan quantity and pay item take-offs and specialty cost estimates needed in support of various agreements, reporting requirements or other as-needed estimates. Special reports including cost share reimbursements, bonding agency reports and other specialized reports that can be produced as requested.

Project Scheduling Services – IDES may create an overall project schedule based on contractor's schedule and provide updates which can include entitlement, planning, design, construction that would reflect additions, deletions and deviations in the timing of all the associated activities. Specialized schedules can be provided when requested. Schedules would be formatted in Microsoft Project unless otherwise directed.

Construction Observation – IDES can provide construction observation for general compliance with the contract documents for all phases of construction activities. Information gained by construction observation can be compiled in periodic reports and used for construction administration activities. Reports with photos can be submitted and maintained electronically.

Construction Administration and Coordination – IDES can provide construction administration activities including partial pay request processing, submittal review coordination, change orders review, force account, permit management, project close-out, claim reviews, warranty issues and other tasks as necessary to provide project documentation. IDES can provide construction coordination activities including project coordination with stakeholders, monitor project scheduling, jurisdictional coordination, and other activities necessary to provide coordination. Assumptions include the same schedule as presented for the construction observation section.

District Compliance – IDES can provide necessary on-going Metro District support services including but not limited to, coordination with the District, District consultant, contractors, local jurisdictions, adjacent developers, utility companies and other project stakeholders, participate in the development and administration of various agreements with project stake holders required for the project, provide needed information and coordination with the board's legal counsel and accountants for District reporting requirements. This can also include invoice and pay application review monthly, expenditure verification for the District board and reporting of facilities acquisitions to the District board monthly.

Consultant Administration – IDES can provide support services for the progress and completion of Consultants services, including contracting, review and processing of task orders, coordination concerning construction needs, and tracking of contracts and invoices.

Dry Utility Coordination – IDES can provide the necessary coordination with dry utility companies including new service requests and meter service installations.

Evaluation and Recommendation of Existing Infrastructure – IDES can provide evaluation and make recommendations regarding existing deficiencies of infrastructure.

SERVICE AGREEMENT FOR LANDSCAPE MAINTENANCE

THIS **SERVICE AGREEMENT FOR LANDSCAPE MAINTENACE** (this "**Agreement**") is entered into this 11th day of November, 2022, and effective as of the 1st day of January, 2023, by and between **SKY RANCH COMMUNITY AUTHORITY BOARD**, a political subdivision and public corporation of the State of Colorado formed pursuant to Sections 29-1-203 and -203.5, C.R.S. (the "**CAB**"), and **CONSOLIDATED DIVISIONS INC.** d/b/a **CDI ENVIRONMENTAL CONTRACTOR**, a Colorado corporation (each a "**Party**" and, collectively, the "**Parties**").

RECITALS

A. The CAB was organized pursuant to the laws of the State of Colorado in order to construct, operate and maintain certain public facilities and improvements in accordance with its service plan.

B. Pursuant to Section 32-1-1001(1)(d)(I), C.R.S., the CAB is permitted to enter into contracts and agreements affecting the affairs of the CAB.

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

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

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

I. CONSULTANT DUTIES AND AUTHORITY

1.1 Duties of Consultant. The Consultant shall:

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

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

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

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

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

1.2 Limitations on Authority.

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

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

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

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

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

1.6 Work Product. "**Work Product**" shall consist of all written materials maintained by the Consultant in connection with performance of this Agreement, including, but not limited to, all test results, logs, surveys, maps, plans, drawings, specifications, reports, PDF formatted electronic files and other documents, in whatever form. The Consultant shall maintain

reproducible copies of any test results and logs which it obtains and shall make them available for the CAB's use, and shall provide such copies to the CAB upon request at reasonable commercial printing rates. Consultant agrees all right, title and interest in the Work Product is and shall remain the property of the CAB. If requested by the CAB, Consultant shall execute and deliver such documents as shall be necessary in the CAB's sole discretion, to assign, transfer and convey all rights in the Work Product to the CAB or its assignee. If Consultant fails to execute any documents required under this Section 1.6, then Consultant hereby irrevocably appoints the CAB its attorney-in-fact for the purpose of executing any required transfers of ownership or interests and any other documents necessary to effectuate this Section 1.6. Further, all Work Product, whether in paper or electronic form, reproductions thereof, or any information or instruments derived therefrom, shall be provided to the CAB immediately upon termination of this Agreement.

II. COMPENSATION

2.1 Compensation. The Consultant shall be paid as set forth in **Exhibit A** attached hereto with a total contract amount not to exceed $70,236.90, unless otherwise approved in advance by the CAB through a written change order in form substantially as attached hereto as **Exhibit C** ("**Change Order**").

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

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

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

III. TERM AND TERMINATION

3.1 Term. The term of this Agreement shall begin on the date set forth above, and shall expire on December 31, 2023. Extensions of this Agreement must be pursuant to a Change Order executed by both Parties.

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

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

IV. INDEMNIFICATION AND INSURANCE

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

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

(a) Liability Insurance Coverage.

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

(ii) Commercial General Liability Insurance. A Commercial General Liability Insurance Policy written on an occurrence basis, in form and substance reasonably acceptable to the CAB, which policy shall include, without limitation, the CAB as an additional insured, a waiver of subrogation endorsement in favor of the CAB, cross liability and severability of interest endorsements, endorsements providing that the coverage afforded by the insurance policy or

policies is primary and non-contributing with any other insurance maintained by or available to the CAB, and appropriate language providing the following coverages: Premises and Operations Liability; Personal Injury Liability; Broad Form Property Damage Liability; Contractual Liability supporting the Consultant's indemnification agreements in favor of the CAB; Completed Operations and Products Liability; and Independent Contractor's Protective Liability. The Commercial General Liability Insurance Policy must be written with a combined single limit of liability of not less than $1,000,000 for each occurrence of bodily injury and/or property damage and an annual aggregate of liability of not less than $2,000,000 for bodily injury and/or property damage, and an annual aggregate of liability of not less than $2,000,000 for Completed Operations and Products Liability.

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

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

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

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

V. MISCELLANEOUS

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

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

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

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

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

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

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

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

To CAB:	Sky Ranch Community Authority Board c/o CliftonLarsonAllen LLP 370 Interlocken Blvd., Suite 500 Broomfield, CO 80021 Phone: 303-466-8822 Email: ljohnson@claconnect.com Attn: Lisa Johnson
With a Copy To:	McGeady Becher P.C. 450 E. 17th Avenue, Suite 400 Denver, CO 80203 Phone: (303) 592-4380 Email: legalnotices@specialdistrictlaw.com
To Consultant:	Consolidated Divisions Inc. d/b/a CDI Environmental Contractor 5585 W Airport Road Sedalia, CO 80135 Phone: (303) 501-5697 Email: Cory France Attn: coryf@cdi-services.com

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

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

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO SERVICE AGREEMENT]

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

Consultant:
CONSOLIDATED DIVISIONS INC. d/b/a
CDI ENVIRONMENTAL CONTRACTOR
By: _____
Its: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by _____, as _____ of Consolidated Divisions Inc. d/b/a CDI Environmental Contractor.

Witness my hand and official seal.

My commission expires: _____

_____
Notary Public

CAB:
SKY RANCH COMMUNITY AUTHORITY BOARD
By: _____
President

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by Mark Harding, as President of Sky Ranch Community Authority Board.

Witness my hand and official seal.

My commission expires: _____

_____
Notary Public

EXHIBIT A
SCOPE OF SERVICES AND COMPENSATION

The Consultant shall perform the following landscaping services at the locations indicated on the map attached as **Exhibit A-1**, for the amounts listed below:

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Summer Weekly Services: Mow, Trim, Blow, Bed Weeding, Trash Pick Up, Edging 13 Times, Spray Tree Rings 2 Times	26.00	EACH	$1,010.00	$26,260.000
Winter Trash Removal: **Includes** - 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	$2,990.000
Pruning Shrubs And Trees: Shrub Pruning 1x Tree Pruning Up To 12' 1x	1.00	EACH	$830.00	$830.000
Spring Clean Up: Cut Ornamental Grasses Back, Remove Pine Needles, And Blow Debris Out Of Beds	1.00	EACH	$675.00	$675.000
Fall Clean Up: Leaf Removal From All Landscape Areas, Cut Back Herbaceous Perennials	1.00	EACH	$714.00	$714.000
Pre-emergent Herbicide: Application To Landscape Beds:	1.00	EACH	$275.00	$275.000
Aeration Of All Turf Areas:	1.00	EACH	$1,641.00	$1,641.000
Turf Fertilization And Broadleaf Herbicide: Season Long 1 Application Of Season Long Fertilizer With Pre-emergent 3 Applications Of Post Emergent Broadleaf Weed Control	3.00	EACH	$2,703.00	$8,109.000
Irrigation Checks: Bi-Weekly Irrigation Checks	13.00	EACH	$291.50	$3,789.500
Irrigation System Spring Start Up:	1.00	EACH	$772.00	$772.000
Irrigation System Winterization:	1.00	EACH	$975.00	$975.000
Native Weed Control	1.00	EACH	$2,160.00	$2,160.000
Native Grass Field Mowing: Both Sides Of The Culvert Boxes Along N Undergrove Way	13.00	EACH	$70.80	$920.400
Native Grass Field Mowing: Along Split Rail Fence	4.00	EACH	$394.50	$1,578.000
Native Grass Field Mowing:	2.00	EACH	$3,100.00	$6,200.000
Native Grass Beauty Band Mowing: (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	$290.50	$1,162.000
Pine Beetle Spray	2.00	EACH	$1,053.00	$2,106.000
Bark Beetle & Borer Soil Injections	1.00	EACH	$1,150.00	$1,150.000
Deep Root Watering	3.00	EACH	$908.00	$2,724.000
Deep Root Fertilization - To All Trees	1.00	EACH	$5,206.00	$5,206.000
			Total Bid Price:	**$70,236.900**

The total bid price will be charged to the CAB monthly, in the amount of $5,853.08.

EXHIBIT A-1
SERVICE AREA MAP

N

0 135 270 540 810 Feet

Scale 1:1750

Brightview Maintenance Areas

- Sod Areas - Mow - 26 times per year (bi-weekly); Edge - 13 times per year (monthly); Aerate - 1 time per year
- Native Areas - Mow - 1 time per year; Weed Control - 1 time per year
- Pet Station - Waste Removal/Bag Replacement - 52 times per year (weekly)
- Sky Ranch Parcel

PURE CYCLE CORPORATION
34501 E QUINCY AVE, BLDG 34
WATKINS, COLORADO 80137

A WATER AND WASTEWATER SERVICES COMPANY
PH: 303-292-3456 WWW.PURECYCLEWATER.COM

CREATED:	COLIN BROWN
DATE:	6/10/2022
DATA:	COLIN BROWN
DATA:	R. LOPEZ
DATA:	B. BROUILLARD
DATA:	KT ENGINEERING
DATA:	

Path: D:\OneDrive - Colin\Pure Cycle\GIS - Documents\Working\Projects\SkyRanch\Irrigation\Irrigation.aprx

EXHIBIT B
CERTIFICATION OF CONSULTANT

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT C

FORM OF CHANGE ORDER

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

CHANGE IN SCOPE OF SERVICES (describe):

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

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

SERVICE AGREEMENT FOR SNOW REMOVAL

THIS **SERVICE AGREEMENT FOR SNOW REMOVAL** (this "**Agreement**") is entered into this 11th day of November, 2022, and effective as of the 1st day of October, 2022, by and between **SKY RANCH COMMUNITY AUTHORITY BOARD**, a political subdivision and public corporation of the State of Colorado formed pursuant to Sections 29-1-203 and -203.5, C.R.S. (the "**CAB**"), and **CONSOLIDATED DIVISIONS INC.** d/b/a **CDI ENVIRONMENTAL CONTRACTOR**, a Colorado corporation (the "**Consultant**") (each a "**Party**" and, collectively, the "**Parties**").

RECITALS

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

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

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

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

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

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

I. CONSULTANT DUTIES AND AUTHORITY

1.1 Duties of Consultant. The Consultant shall:

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

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

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

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

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

1.2 Limitations on Authority.

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

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

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

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

1.5 Work Product. "**Work Product**" shall consist of all written materials maintained by the Consultant in connection with performance of this Agreement, including, but not limited to, all test results, logs, surveys, maps, plans, drawings, specifications, reports, PDF formatted electronic files and other documents, in whatever form. The Consultant shall maintain

reproducible copies of any test results and logs which it obtains and shall make them available for the CAB's use, and shall provide such copies to the CAB upon request at reasonable commercial printing rates. Consultant agrees all right, title and interest in the Work Product is and shall remain the property of the CAB. If requested by the CAB, Consultant shall execute and deliver such documents as shall be necessary in the CAB's sole discretion, to assign, transfer and convey all rights in the Work Product to the CAB or its assignee. If Consultant fails to execute any documents required under this Section 1.6, then Consultant hereby irrevocably appoints the CAB its attorney-in-fact for the purpose of executing any required transfers of ownership or interests and any other documents necessary to effectuate this Section 1.6. Further, all Work Product, whether in paper or electronic form, reproductions thereof, or any information or instruments derived therefrom, shall be provided to the CAB immediately upon termination of this Agreement.

II. COMPENSATION

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

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

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

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

III. TERM AND TERMINATION

3.1 Term. The term of this Agreement shall begin on the date set forth above, and shall expire on May 31, 2023. Extensions of this Agreement must be pursuant to a Change Order executed by both Parties.

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

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

IV. INDEMNIFICATION AND INSURANCE

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

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

(a) Liability Insurance Coverage.

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

(ii) Commercial General Liability Insurance. A Commercial General Liability Insurance Policy written on an occurrence basis, in form and substance reasonably acceptable to the CAB, which policy shall include, without limitation, the CAB as an additional insured, a waiver of subrogation endorsement in favor of the CAB, cross liability and severability of interest endorsements, endorsements providing that the coverage afforded by the insurance policy or

policies is primary and non-contributing with any other insurance maintained by or available to the CAB, and appropriate language providing the following coverages: Premises and Operations Liability; Personal Injury Liability; Broad Form Property Damage Liability; Contractual Liability supporting the Consultant's indemnification agreements in favor of the CAB; Completed Operations and Products Liability; and Independent Contractor's Protective Liability. The Commercial General Liability Insurance Policy must be written with a combined single limit of liability of not less than $1,000,000 for each occurrence of bodily injury and/or property damage and an annual aggregate of liability of not less than $2,000,000 for bodily injury and/or property damage, and an annual aggregate of liability of not less than $2,000,000 for Completed Operations and Products Liability.

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

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

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

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

V. MISCELLANEOUS

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

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

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

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

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

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

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

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

To CAB:	Sky Ranch Community Authority Board c/o CliftonLarsonAllen LLP 370 Interlocken Blvd., Suite 500 Broomfield, CO 80021 Phone: 303-466-8822 Email: ljohnson@claconnect.com Attn: Lisa Johnson
With a Copy To:	McGeady Becher P.C. 450 E. 17th Avenue, Suite 400 Denver, CO 80203 Phone: (303) 592-4380 Email: legalnotices@specialdistrictlaw.com
To Consultant:	Consolidated Divisions Inc. d/b/a CDI Environmental Contractor 5585 W Airport Road Sedalia, CO 80135 Phone: (303) 241-1853 Email: Jamie Salisbury Attn: jamies@cdi-services.com

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

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

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO SERVICE AGREEMENT]

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

Consultant:
CONSOLIDATED DIVISIONS INC. d/b/a
CDI ENVIRONMENTAL CONTRACTOR
By: _____
Its: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by _____, as _____ of Consolidated Divisions Inc. d/b/a CDI Environmental Contractor.

Witness my hand and official seal.

My commission expires: _____

_____
Notary Public

CAB:
SKY RANCH COMMUNITY AUTHORITY BOARD
By: _____
President

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by Mark Harding, as President of Sky Ranch Community Authority Board.

Witness my hand and official seal.

My commission expires: _____

_____
Notary Public

EXHIBIT A
SCOPE OF SERVICES

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

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

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

EXHIBIT A-1
SERVICE AREA MAP

Maxar, Microsoft, Esri Community Maps Contributors, City of Aurora, CO, County and City of Denver, County of Arapahoe, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, [illegible] Census Bureau, USDA

N

0 135 270 540 810 Feet

Scale 1:1750

Brightview Maintenance Areas

Sod Areas - Mow - 26 times per year (bi-weekly)
Edge - 13 times per year (monthly)
Aerate - 1 time per year

Native Areas - Mow - 1 time per year
Weed Control - 1 time per year

Pet Station - Waste Removal/Bag Replacement - 52 times per year (weekly)

Brightview Snow Removal

Snow Removal Area - Trigger depth of 2 inches (2")

Sky Ranch Parcel

PURE CYCLE CORPORATION
34501 E QUINCY AVE, BLDG 34
WATKINS, COLORADO 80137

A WATER AND WASTEWATER SERVICES COMPANY
PH: 303-292-3456 WWW.PURECYCLEWATER.COM

CREATED:	COLIN BROWN
DATE:	6/10/2022
DATA:	COLIN BROWN
DATA:	R. LOPEZ
DATA:	B. BROUILLARD
DATA:	KT ENGINEERING
DATA:	

Path: D:\OneDrive - Colin\Pure Cycle\GIS - Documents\Working\Projects\SkyRanch\Irrigation\Irrigation.aprx

EXHIBIT B
COMPENSATION

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	$275.00
13	Ice Melt	1.00	BAG	$48.00

- 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. The CAB agrees to pay Consultant 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 the CAB agrees to pay the increase.

- Snow Staking: Staking of the site(s) will be billed at the above hourly rate, which includes materials.

- In the event Consultant 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.

EXHIBIT C
CERTIFICATION OF CONSULTANT

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT D

FORM OF CHANGE ORDER

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

CHANGE IN SCOPE OF SERVICES (describe):

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

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

Row Labels	Number of Invoices	Sum of Net A/P
CAB	**27**	**52,238.97**
BrightView Landscape Services	1	18,118.55
CliftonLarsonAllen LLP	7	20,435.33
McGeady Becher PC	18	13,548.25
Xcel Energy AUTOPAY	1	136.84
Debt Service		
UMB		
FFAA	**15**	**500,644.93**
Art and Business One	1	1,047.88
CMS Environmental Solutions LLC	2	790.00
Copeland Precast	1	3,423.27
CTL Thompson Incorporated	2	8,429.00
Dana Kepner Company LLC	1	1,247.36
IDES LLC	2	7,942.50
LSC Transportation	1	1,946.05
Martin Marietta Materials Inc	1	40,685.27
PCS Group Inc	1	5,602.50
Premier Earthworks & Infrastructure	1	207,470.73
Pure Cycle Corporation	1	151,888.62
Westwood Professional Services	1	70,171.75
Grand Total	**42**	**552,883.90**

AP - Accounts Payable
Detailed Aged Payables List
As of Dec02/22

Supplier Code	Supplier Name	Invoice Number	Invoice Date	Net A/P	Funding Source
1240	UMB				Debt Service
CAB3465	Art and Business One	003937	11/1/2022	1,047.88	FFAA
CAB1225	CMS Environmental Solutions LLC	142528	11/1/2022	395.00	FFAA
CAB1225	CMS Environmental Solutions LLC	143869	12/1/2022	395.00	FFAA
CAB1145	CTL Thompson Incorporated	649134	11/30/2022	694.00	FFAA
CAB1145	CTL Thompson Incorporated	649137	11/30/2022	7,735.00	FFAA
CAB3188	Copeland Precast	197110	11/14/2022	3,423.27	FFAA
CAB1114	Dana Kepner Company LLC	1565799-00	8/2/2022	1,247.36	FFAA
CAB1120	IDES LLC	009872	10/31/2022	627.50	FFAA
CAB1120	IDES LLC	037914	10/31/2022	7,315.00	FFAA
CAB1195	LSC Transportation	062802	11/9/2022	1,946.05	FFAA
CAB1324	Martin Marietta Materials Inc	PAYMENT 12	11/25/2022	40,685.27	FFAA
CAB1170	PCS Group Inc	014273	11/1/2022	5,602.50	FFAA
CAB1080	Premier Earthworks & Infrastructure	PAYMENT 12	11/25/2022	207,470.73	FFAA
CAB1249	Pure Cycle Corporation	PAYMENT 1	10/31/2022	151,888.62	FFAA
CAB1125	Westwood Professional Services	1221101606	11/21/2022	70,171.75	FFAA
1275	BrightView Landscape Services	8159585	10/31/2022	18,118.55	CAB
1242	CliftonLarsonAllen LLP	3476114	11/7/2022	511.35	CAB
1242	CliftonLarsonAllen LLP	3476115	11/7/2022	511.35	CAB
1242	CliftonLarsonAllen LLP	3476117	11/7/2022	642.60	CAB
1242	CliftonLarsonAllen LLP	3476149	11/7/2022	3,617.83	CAB
1242	CliftonLarsonAllen LLP	3476153	11/7/2022	4,200.00	CAB
1242	CliftonLarsonAllen LLP	3480251	11/14/2022	3,850.00	CAB
1242	CliftonLarsonAllen LLP	3487053	11/23/2022	7,102.20	CAB
1060	McGeady Becher PC	114449	9/30/2022	1,978.50	CAB
1060	McGeady Becher PC	114450	9/30/2022	965.00	CAB
1060	McGeady Becher PC	114451	9/30/2022	270.00	CAB
1060	McGeady Becher PC	114454	9/30/2022	231.00	CAB
1060	McGeady Becher PC	114456	9/30/2022	112.50	CAB
1060	McGeady Becher PC	114457	9/30/2022	150.00	CAB
1060	McGeady Becher PC	114459	9/30/2022	37.50	CAB
1060	McGeady Becher PC	114464	9/30/2022	45.00	CAB
1060	McGeady Becher PC	114466	9/30/2022	135.00	CAB
1060	McGeady Becher PC	115160	10/31/2022	3,761.25	CAB
1060	McGeady Becher PC	115162	10/31/2022	135.00	CAB
1060	McGeady Becher PC	115163	10/31/2022	255.00	CAB
1060	McGeady Becher PC	115165	10/31/2022	262.50	CAB
1060	McGeady Becher PC	115166	10/31/2022	25.00	CAB
1060	McGeady Becher PC	115167	10/31/2022	262.50	CAB
1060	McGeady Becher PC	115168	10/31/2022	925.00	CAB
1060	McGeady Becher PC	115169	10/31/2022	262.50	CAB
1060	McGeady Becher PC	115171	10/31/2022	3,735.00	CAB
1150	Xcel Energy AUTOPAY	805490191	11/21/2022	136.84	CAB
				552,883.90	
				52,238.97	CAB
				-	Debt Service
				500,644.93	FFAA
				552,883.90	

Sky Ranch CAB – Project Manager Board Report
Date: 12/09/22

DESIGN AND CONSTRUCTION

Status Report and Progress Updates

Phase I

- Grading, Utilities and Streets – final acceptance punch list repairs
- Landscaping – install and turnover complete
- Maintaining SEMSWA and Urban Drainage compliance – field work complete – working on turnover/acceptance process

Phase II

- GDP, SDP, Filing 4 Plans – SDP Amendment 2 – 2nd submittal in for review
- ASP/Plat/CDs – Filing 5 Plat approved; Working through final comments on entitlement docs
- Grading – processing groundwater and consolidation results for F6/F7 design
- Utilities – working on detention pond and school extension
- Streets – internal streets paved; working on Monaghan, 6th and Bentley
- I70 Interchange – updated access permit from CDOT; working through design details on CDs
- School status – subex complete; water line near complete; storm ongoing

BUDGET

- Budget review – no changes

CONTRACTS, CHANGE ORDERS AND TASK ORDERS

Phase I

Phase II

- MPi Designs – TO4, $8,455.00 – Filing 6 irrigation design
- PEI – CO#6, $20,818.15 – Tract F sidewalks
- PEI – CO#7, $1,206.15 – 6th Ave concrete repair for F6 water extension
- Pure Cycle Fencing – CO#1, $14,197.80 – pedestrian lighting
- Pure Cycle GESC – CO#4, $85,000.00 – ongoing compliance maintenance

Sky Ranch Filing 1 - CAB Contract Summary

Activity Description	Vendor	Total Contracts	Total Invoices	Total Retainage	Total Reimbursable	% Complete	Remaining to Spend	Management Fee
Landscaping	A-Mac Underground	4,500.00	4,500.00	0.00	4,500.00	100%	0.00	225.00
Asphalt	Apex Paving	525.00	0.00	0.00	0.00	0%	525.00	0.00
Fees, Permits and Administration	Arapahoe County	127,100.45	127,100.45	0.00	104,516.31	100%	0.00	0.00
Legal and Title	Butler Snow	425.17	425.17	0.00	0.00	100%	0.00	0.00
Erosion Control	CMS	21,095.00	21,095.00	0.00	17,346.69	100%	0.00	1,054.75
Geotech	CTL Thompson	446,818.50	446,818.50	0.00	367,424.51	100%	0.00	22,340.93
Engineering	CVL Consultants	69,025.91	69,025.91	0.00	56,760.88	100%	0.00	0.00
Landscaping	Environmental Designs	3,542,915.92	3,542,915.92	422.76	3,542,915.92	100%	0.00	177,145.80
Engineering	ERO Resources Group	580.35	580.35	0.00	477.23	100%	0.00	0.00
Erosion Control	Erosion Controls of CO	70,964.58	70,964.58	0.00	58,355.07	100%	0.00	3,548.23
Erosion Control	Ewing Irrigation & Landscape	1,163.14	1,163.14	0.00	956.46	100%	0.00	58.16
Legal and Title	Hoffman, Parker, etc	8,304.06	8,304.06	0.00	0.00	100%	0.00	0.00
District	IDES	290,000.00	265,409.00	0.00	218,249.18	92%	24,591.00	0.00
Survey	KT Engineering	551,870.00	551,870.00	0.00	453,809.68	100%	0.00	27,593.50
District	McGeady Becher	59,359.80	59,359.80	0.00	48,812.31	100%	0.00	0.00
Landscaping	MPI Designs	30,770.00	22,600.00	0.00	22,600.00	73%	8,170.00	1,130.00
Legal and Title	Otis Bedingfield & Peters	235.00	235.00	0.00	0.00	100%	0.00	0.00
Erosion Control	PEI	16,892.56	16,892.56	844.63	13,890.97	100%	0.00	0.00
Grading	PEI	1,584,766.81	1,584,766.81	0.00	824,078.74	100%	0.00	79,010.69
Sanitary Sewer	PEI	2,497,934.50	2,497,934.50	(3,868.07)	2,497,934.50	100%	0.00	78,825.68
Water	PEI	2,413,879.89	2,413,879.89	(897.74)	2,415,195.49	100%	0.00	76,042.07
Storm Sewer	PEI	5,159,331.74	5,159,331.74	5,289.30	5,159,331.74	100%	0.00	153,638.03
Dry Utilities	PEI	196,156.66	196,156.66	(523.49)	0.00	100%	0.00	3,540.71
Concrete	PEI	3,648,101.78	3,648,101.78	(65,040.91)	3,648,101.78	100%	0.00	0.00
Asphalt	PEI	5,159,994.54	5,159,994.54	64,196.28	5,159,994.54	100%	0.00	0.00
District	SDMS	57,885.08	57,885.08	0.00	47,599.64	100%	(0.00)	0.00
Fees, Permits and Administration	SEMSWA	36,322.50	36,322.50	0.00	29,868.45	100%	0.00	0.00
District	Sentinel	0.00	0.00	0.00	0.00	0%	0.00	0.00
District	Sentinel	556.57	556.57	0.00	457.67	100%	0.00	0.00
Legal and Title	Spencer Fane	228.00	228.00	0.00	0.00	100%	0.00	0.00
Dry Utilities	Xcel Energy	2,378,197.44	2,378,197.44	0.00	597,189.14	100%	0.00	118,909.87
	Total	**28,370,875.95**	**28,338,114.95**	**422.76**	**25,285,866.90**		**32,761.00**	**742,838.41**

Sky Ranch Filing 2 Quad 1 - CAB Contracts Summary

Activity Description	Vendor	Total Contracts	Total Invoices	Total Retainage	Total Reimbursable	% Complete	Remaining to Spend
Planning and Engineering	Aquatech	4,212.00	-	-	-	0%	4,212.00
Fees, Permits and Administration	Arapahoe County	106,434.27	106,434.27	-	87,520.90	100%	-
Grading	Bemas	1,069,081.09	962,791.10	-	500,651.37	90%	106,289.99
Landscaping	CDI	1,873,591.89	165,979.11	8,298.96	165,979.11	9%	1,707,612.78
Fees, Permits and Administration	CDPHE	478.34	478.34	-	393.34	100%	-
Erosion Control	CMS	5,467.50	2,976.28	-	2,447.43	54%	2,491.22
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	273,963.95	270,991.37	-	222,839.63	99%	2,972.58
Planning and Engineering	CVL Consultants	440,653.20	434,410.34	-	357,215.62	99%	6,242.86
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	54,000.00	42,995.62	-	-	80%	11,004.39
Survey	KT Engineering	347,237.50	245,814.05	-	203,810.44	71%	101,423.45
Planning and Engineering	LSC	17,793.00	14,953.49	-	12,296.25	84%	2,839.51
Asphalt	Martin Marietta	3,984,906.75	2,814,928.54	140,746.43	2,814,928.54	71%	1,169,978.21
Legal Title	McGeady Becher	61.99	61.99	-	-	100%	-
Planning and Engineering	MPI Designs	14,131.25	12,193.25	-	10,026.51	86%	1,938.00
Sanitary Sewer	Nelson	1,669,433.27	1,669,433.28	32,108.44	1,669,433.28	100%	(0.01)
Water	Nelson	1,639,632.40	1,619,988.40	35,860.78	1,619,988.40	99%	19,644.00
Storm Sewer	Nelson	3,710,163.66	3,689,808.03	72,113.77	3,689,808.03	99%	20,355.63
Asphalt	Nelson	707,856.20	707,856.20	35,392.81	707,856.20	100%	-
Planning and Engineering	PCS Group	137,047.00	123,958.11	-	101,930.75	90%	13,088.89
Concrete	PEI	2,046,496.52	1,724,015.09	86,200.75	1,724,015.09	84%	322,481.43
Warranty and Turnover	PEI	116,868.65	-	-	-	0%	116,868.65
Landscaping	Pure Cycle Fencing	235,230.35	-	-	-	0%	235,230.35
Erosion Control	Pure Cycle GESC	613,275.85	182,319.05	9,115.95	149,923.26	30%	430,956.80
Fees, Permits and Administration	Rangeview	490,091.98	490,091.98	-	403,002.64	100%	-
Fees, Permits and Administration	SEMSWA	17,899.71	17,899.71	-	14,718.93	100%	-
District	Sentinel	247.63	247.63	-	247.63	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%	-
-		-	-	-	-	0%	-
-		-	-	-	-	0%	-
-		-	-	-	-	0%	-
-		-	-	-	-	0%	-
-		-	-	-	-	0%	-
-		-	-	-	-	0%	-
-		-	-	-	-	0%	-
-		-	-	-	-	0%	-
-		-	-	-	-	0%	-
-		-	-	-	-	0%	-
-		-	-	-	-	0%	-
	Total	19,605,483.26	15,319,916.29	419,837.89	14,473,318.78	28	4,285,566.97

SKY RANCH COMMUNITY AUTHORITY BOARD
Board Meeting Project Status
December 9th, 2022

Cost Certification Reports

Filing 1-3
- Revisions to Cost Certification Report #6 certifies $546,020.53 in Verified Costs.
- Cost Certification Report #7 certifies $112,304.06 in Verified Costs.

Construction Contract Documents

Filing 4 Erosion Control – Pure Cycle
Recommend Approval:

Change Orders
- Change Order #4: $13,157.98 for costs associated with added scope for erosion control items near the School Academy site within Filing 4.
- Change Order #5: $85,000.00 for an annual erosion control maintenance budget for the remainder of 2022 through October of 2023.

Pay Applications
- Pay Application #7 is recommended for payment $39,111.50 ($35,586.40 District; $5,583.60 Non-District; $2,058.50 Retained)
    - $255,663.00 Billed to Date. $12,783.15 Retained. $242,879.85 Paid to Date.

Filing 4 Paving – Martin Marietta
Recommend Approval:

Change Orders
- Change Order #12: $43,824.58 for costs associated with balancing of Monaghan Road, 10th Drive and the intersection of East 8th Place & North Carrie Street. Additionally, base course and paving thickness adjustments due to pavement section revisions.

Pay Applications
- Pay Application #12 is recommended for payment $40,685.27 ($42826.60 District; $0.00 Non-District; $2,141.33 Retained)
    - $3,354,507.23 Billed to Date. $167,725.36 Retained. $3,186,781.87 Paid to Date.

Filing 4 Concrete – Premier Earthworks & Infrastructure
Recommend Approval:

Change Orders
- Change Order #6: $20,818.14 for costs associated with the addition of six-foot-wide concrete sidewalk/paths through open spaces within Filing 4.
- Change Order #7: $1,206.15 for costs associated with repairs to concrete curb and sidewalk, additional signage, and striping improvements for Filing 4.

Pay Applications
- Pay Application #12 is recommended for payment $207,470.73 ($218,390.24 District; $0.00 Non-District; $10,919.51 Retained)
    - $2,246,643.29 Billed to Date. $112,332.17 Retained. $2,134,311.12 Paid to Date.

Filing 4 Landscape – Consolidated Divisions Inc.

Recommend Approval:

Change Orders

- None

Pay Applications

- Pay Application #2 is recommended for payment $76,556.94 ($80,586.25 District; $0.00 Non-District; $4,029.31 Retained)
    - $275,855.79 Billed to Date. $13,792.79 Retained. $262,063.00 Paid to Date.

Filing 4 Fence Installation – Pure Cycle

Recommend Approval:

Change Orders

- Change Order #1: $14,197.80 for costs associated with the addition of six light poles and fixtures at the communal mailboxes for Filing 4.

Pay Applications

- Pay Application #1 is recommended for payment $151,888.63 ($159,882.76 District; $0.00 Non-District; $7,994.14 Retained)
    - $159,882.76 Billed to Date. $7,994.14 Retained. $151,888.63 Paid to Date.

Filing 4 Wet Utilities – Nelson Pipeline

Change Orders

- None

Pay Applications

- None

Other Matters

- None

Sky Ranch Community Authority Board

Contractors Change Order Log Paid-To-Date Summary

Contractor	Change Orders	Total Contract Amount	Amount Billed	Remaining
PEI - Grading	10	$1,580,213.82	$1,580,213.82	$0.00
PEI - Drainage & Utilities	28	$10,259,670.46	$10,259,670.46	$0.00
PEI - Roadways	20	$8,803,411.96	$8,803,411.96	$0.00
PEI - G, U, R	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	10	$1,962,426.63	$1,962,426.63	$0.00
BEMAS - Grading A&D P2	0	$819,045.20	$0.00	$819,045.20
Pure Cycle - EC F4	3	$636,501.00	$203,768.35	$432,732.65
Pure Cycle - Fence F4	0	$262,543.79	$0.00	$262,543.79
Nelson - F4 Wet Utilities	14	$9,195,911.45	$8,981,855.29	$214,056.16
Martin Marietta - F4 Paving	11	$4,688,125.57	$3,146,096.60	$1,542,028.97
PEI - F4 Concrete & SS	5	$2,530,296.38	$1,926,840.39	$603,455.99
CDI - F4 Landscape	1	$2,164,735.01	$185,506.06	$1,979,228.95
Total		$46,495,272.89	$40,642,181.18	$5,853,091.71

Sky Ranch Community Authority Board
Summary of Contract Changes

Change Order Log

#	Contractor	Original Contract Amount	Days	Executed CO's		New Contract	
				Amount	Days	Amount	Days
1	PEI - Grading	$1,418,885.53	0	$161,328.29	39	$1,580,213.82	39
2	PEI - Drainage & Utilties	$8,971,057.30	0	$1,288,613.16	113.5	$10,259,670.46	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	$388,092.88	12	$1,962,426.63	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	$169,500.00	0	$636,501.00	0
11	Pure Cycle - Fence F4	$262,543.79	0	$0.00	0	$262,543.79	0
12	Nelson - F4 Wet Utilities	$7,376,353.00	165	$1,819,558.45	400.6	$9,195,911.45	565.6
13	Martin Marietta - F4 Paving	$4,700,851.60	129	-$12,726.03	0	$4,688,125.57	129
14	PEI - F4 Concrete & SS	$2,267,308.82	129	$262,987.56	0	$2,530,296.38	129
15	CDI - F4 Landscape	$2,154,077.51	132	$10,657.50	0	$2,164,735.01	132
16							
	Total	**$41,462,185.95**		**$5,033,086.94**		**$46,495,272.89**	

Potential Change Order Log

#	Contractor	Current Contract	Days	Potential Change Orders		Potential Contract	
				Amount	Days	Amount	Days
1	PEI - Grading	$1,580,213.82	39	$0.00	0	$1,580,213.82	39
2	PEI - Drainage & Utilties	$10,259,670.46	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	$1,962,426.63	56	$0.00	0	$1,962,426.63	56
9	Bemas - Grading A&D P2	$819,045.20	26	$0.00	0	$819,045.20	26
10	Pure Cycle - EC F4	$636,501.00	0	$98,157.98	0	$734,658.98	0
11	Pure Cycle - Fence F4	$262,543.79	0	$14,197.80	0	$276,741.59	0
12	Nelson - F4 Wet Utilities	$9,195,911.45	565.6	$0.00	0	$9,195,911.45	565.6
13	Martin Marietta - F4 Paving	$4,688,125.57	129	$43,824.58	0	$4,731,950.15	129
14	PEI - F4 Concrete & SS	$2,530,296.38	129	$22,024.29	0	$2,552,320.67	129
15	CDI - F4 Landscape	$2,164,735.01	132	$0.00	0	$2,164,735.01	132
16							
	Total	**$46,495,272.89**		**$178,204.65**		**$46,673,477.54**	
					Potential Total of All Change Orders	$178,204.65	

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					
	Total			**$0.00**	**$0.00**

Sky Ranch
Community Authority Board
Cost Certification Report

Filings #1-3 - Report #6
October 2022
(Revised November 2022)

INDEPENDENT DES
District Engineering
SERVICES

1626 Cole Blvd, Suite 125
Lakewood, CO 80401

Sky Ranch Community Authority Board
Cost Certification Report

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Cost Certification Report #6

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DRAFT

October 14, 2022
(Revised November 29, 2022)

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

SKY RANCH COMMUNITY AUTHORITY BOARD – FILINGS #1-3 COST CERTIFICATION REPORT #6

INTRODUCTION

Independent CAB Engineering Services, LLC (Engineer) was hired by the Sky Ranch Community Authority Board (CAB) to provide review of expenditures paid by Pure Cycle Corporation (Developer) and inclusion of CAB expenditures. This is to summarize and report the expenditures for the Sky Ranch development located in the County of Arapahoe, Colorado (Project). This Cost Certification report summarizes the Engineer's approach and findings for the Project.

The Construction Related Expenses (Construction Related Expenses) for public improvements discussed in this report were paid for by the Developer and are being certified as Verified Costs (Verified Costs) in the amount of **$546,020.53.**

This report generally covers the areas shown on Attachment A. The Verified Costs certified in this report cover Fence installation, landscape maintenance for Filings #1-3.

GOVERNING DOCUMENTS

The following governing documents were used in determining recommendations for Verified Costs:

- Modified Service Plan for Sky Ranch Metropolitan District No. 1, by McGeady Sisneros, P.C., dated September 14th, 2004
- Facilities Funding and Acquisition Agreement, by and between Sky Ranch Community Authority Board and Pure Cycle Corporation, dated November 13th, 2017.
- Subdivision Improvement Agreement and Restriction on Conveyance, between PCY Holdings, LLC, and Board of County Commissioners of Arapahoe County, dated July 13th, 2018.
- Sky Ranch Subdivision Filing No. 1 Final Plat, by CVL Consultants of Colorado, Inc., dated June 25th, 2018.
- Sky Ranch Subdivision Filing No. 2 Final Plat, by CVL Consultants of Colorado, Inc., dated May 29th, 2019.
- Sky Ranch Subdivision Filing No. 3 Plat, by CVL Consultants of Colorado, Inc., revised September 30, 2020.
- 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 governing documents only as a general guideline for eligibility in certification of costs.

DRAFT

ACTIVITIES CONDUCTED

For this report, the following activities were performed:

- Governing documents provided by the CAB and the Developer were reviewed as the basis for recommendation for this report.
- Invoices provided by the Developer were reviewed. A summary was created and is attached as Attachment C.
- A site visit was conducted. Project improvements were photographed.
- Some contract unit items were compared to other projects constructed in the Denver Metropolitan Area.

ASSUMPTIONS

Due to the specific scope authorized for this report, the following assumptions were made.

- 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.
- Verified Costs presented do not represent the entire contract value, but rather a portion of the costs that are attributable to public improvements as defined in the Service Plan. Construction Related Expenses that pertain to both CAB land and private lots are based on land percentage area for the project area. See Attachment C for the percentages. These percentages were used for work such as earthwork, SWMP activities, and planning.
- Construction Related Expenses that did not have enough information to be verified with this report may be verified in a future report.
- Nothing in this report shall be construed as acceptance of any public infrastructure by any governmental entity, including but not limited to the CAB. The Developer remains responsible for completing public improvements according to plan and obtaining the proper acceptance by any applicable governmental entity.
- This report was prepared with a specific scope and an elaborate analysis was not performed, but rather a realistic and reasonable analysis to estimate the public expenditures for the invoices provided. A more detailed analysis or submission of additional expenditures may result in adjustments to our cost certification.

DISCUSSION

This report consists of expenditures provided between June of 2019 and May of 2021. The improvements reviewed are generally represented in Attachments A and C.

Vendor Participation

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

DRAFT

Review of Invoices and Summary of Expenditures
To provide a cost certification of CAB improvements, invoices provided by the Developer were reviewed. Invoice costs were allocated as Verified Costs or non-verified costs and a summary is included as Attachment C. Invoices provided were reviewed to determine that the work and cost value were appropriated correctly, and that proof of payment was provided. For invoices provided by the CAB, the CAB accountant provided a detailed listing. These were reviewed only to confirm they are eligible to be considered as Verified Costs to be used for bonding purposes.

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.

Improvement Category	Amount	Percent of Total Cost
Local Improvements		
Street Improvements	$0.00	0.00%
Parks & Recreation	$546,020.53	100.00%
Water	$0.00	0.00%
Sanitary	$0.00	0.00%
Storm Sewer	$0.00	0.00%
Safety Protection	$0.00	0.00%
Regional Improvements		
Regional - Street	$0.00	0.00%
Regional - Parks	$0.00	0.00%
Regional - Storm	$0.00	0.00%
Total	**$546,020.53**	**100.00%**

FIELD INVESTIGATION RESULTS
A field investigation was conducted in March 2022. 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.

RECOMMENDATION
In our professional opinion the Construction Related Expenses were reviewed and found to be reasonable. The Construction Related Expenses are comparable to other similar projects in Colorado. At this time and based on the information provided, the Engineer certifies the expenditures provided by the Developer as Verified Costs as shown in Attachment C and subject to the level of review presented in this report. These expenditures are certified as Verified Costs in the amount of **$546,020.53.**

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

Respectfully Submitted,
Independent District Engineering Services, LLC

Stan Fowler, P.E.

Attachments

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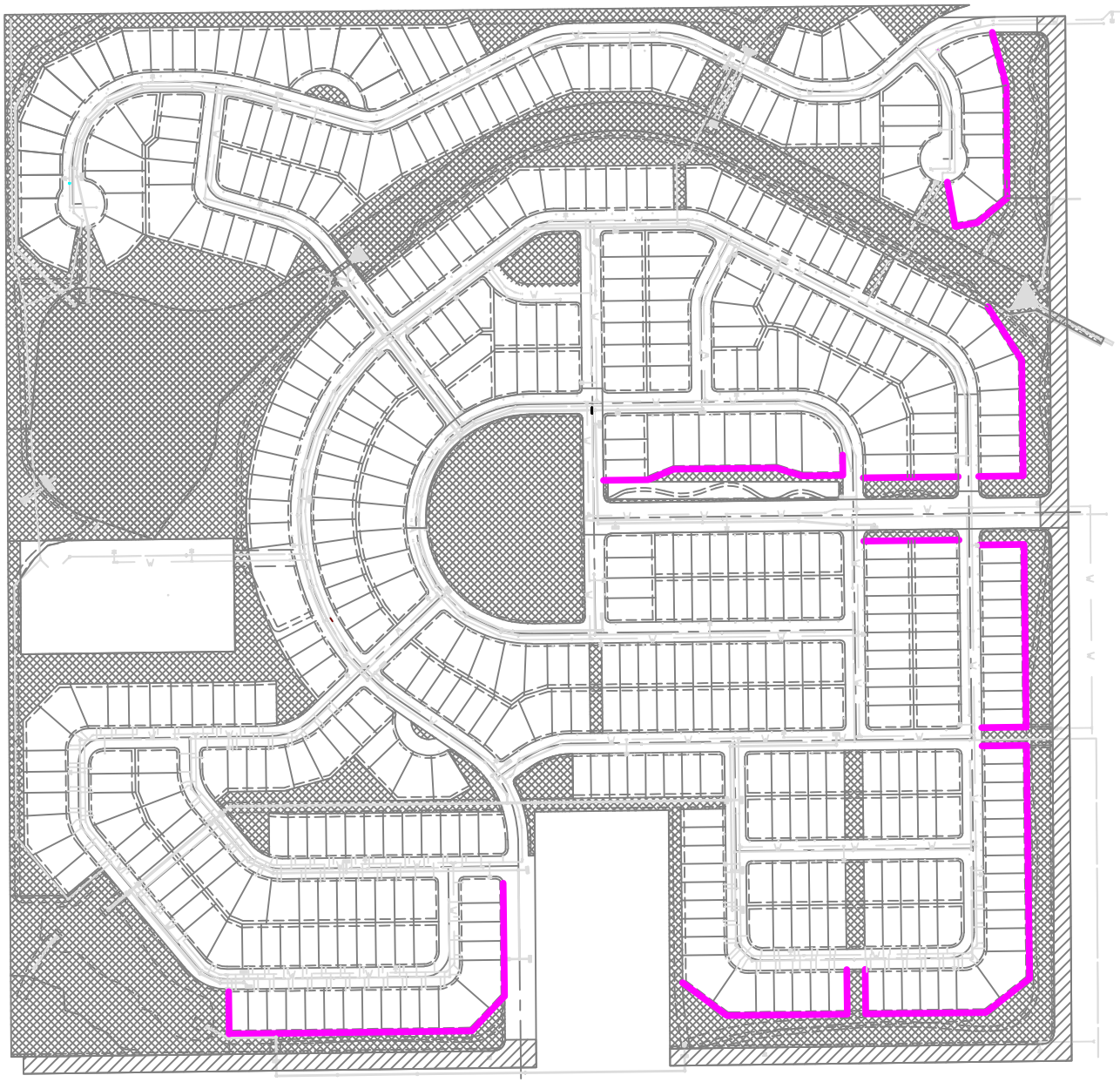
Attachment A
Site Map

DRAFT



DISTRICT ELIGIBLE EXPENSES

CATEGORIZED EXPENDITURES FROM ATTACHMENT

Improvement Category	Amount	Percent of Total Cost
Local Improvements		
Street Improvements	$0.00	0.00%
Parks & Recreation	$546,020.53	100.00%
Water	$0.00	0.00%
Sanitary	$0.00	0.00%
Storm Sewer	$0.00	0.00%
Safety Protection	$0.00	0.00%
Regional Improvements		
Regional - Street	$0.00	0.00%
Regional - Parks	$0.00	0.00%
Regional - Storm	$0.00	0.00%
Total	**$546,020.53**	**100.00%**

LEGEND

FENCE INSTALLATION

Attachment B
Vendor Participation

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Attachment B
Vendor Participation

Following is a Summary of the Contractors, Consultants and Vendor Participation in work and services for the Cost Certification and Bonding Report. Notes include any invoice discrepancies, basis of payment, and basis for reimbursement.

Pure Cycle Provided fence installation and maintenance for the development. The Constructed Related Expenses related to fencing were considered 100% eligible for CAB financing.

DRAFT

Attachment C
Expenditure Data

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INDEPENDENT
DES
District Engineering
SERVICES

Attachment C

Sky Ranch Community Authority Board

Engineer's Summary for Cost Certification 6 - Invoices through 5/31/21

Invoice ID	Invoice Date	Invoice Provided	Check Date	Check Number	Filing & Phase	Description	Invoiced Amount	District Eligible Expenses	Non- Eligible Expenses	Notes
Invoices paid by the Board - Filing 1										
No Board paid invoices reviewed										
Subtotal Invoices paid by the Board - Filing 1							**$0.00**	**$0.00**	**$0.00**	
Invoices paid by the Developer - Filing 1										
Pure Cycle - F1 Fencing										
Pay Application #1	6/30/19	Yes	N/A	N/A	Filing 1	Fence Installation and Maintenance	$253,424.60	$253,424.60	$0.00	
Pay Application #2	7/31/19	Yes	N/A	N/A	Filing 1	Fence Installation and Maintenance	$2,050.00	$2,050.00	$0.00	
Pay Application #3	8/31/19	Yes	N/A	N/A	Filing 1	Fence Installation and Maintenance	$5,600.00	$5,600.00	$0.00	
Pay Application #4	9/30/19	Yes	N/A	N/A	Filing 1	Fence Installation and Maintenance	$17,300.00	$17,300.00	$0.00	
Pay Application #5	10/31/19	Yes	N/A	N/A	Filing 1	Fence Installation and Maintenance	$13,250.00	$13,250.00	$0.00	
Pay Application #6	11/30/19	Yes	N/A	N/A	Filing 1	Fence Installation and Maintenance	$7,900.00	$7,900.00	$0.00	
Pay Application #7	12/31/19	Yes	N/A	N/A	Filing 1	Fence Installation and Maintenance	$63,786.20	$63,786.20	$0.00	
Pay Application #8	1/31/20	Yes	N/A	N/A	Filing 1	Fence Installation and Maintenance	$13,175.00	$13,175.00	$0.00	
Pay Application #9	2/28/20	Yes	N/A	N/A	Filing 1	Fence Installation and Maintenance	$8,856.00	$8,856.00	$0.00	
Pay Application #10	3/31/20	Yes	N/A	N/A	Filing 1	Fence Installation and Maintenance	$4,771.37	$4,771.37	$0.00	
Pay Application #11	4/30/20	Yes	N/A	N/A	Filing 1	Fence Installation and Maintenance	$16,550.41	$16,550.41	$0.00	
Pay Application #12	5/31/20	Yes	N/A	N/A	Filing 1	Fence Installation and Maintenance	$72,949.21	$72,949.21	$0.00	
Pay Application #13	6/30/20	Yes	N/A	N/A	Filing 1	Fence Installation and Maintenance	$6,505.92	$6,505.92	$0.00	
Pay Application #14	7/31/20	Yes	N/A	N/A	Filing 1	Fence Installation and Maintenance	$996.09	$996.09	$0.00	
Pay Application #15	8/31/20	Yes	N/A	N/A	Filing 1	Fence Installation and Maintenance	$2,344.52	$2,344.52	$0.00	
Pay Application #16	10/31/20	Yes	N/A	N/A	Filing 1	Fence Installation and Maintenance	$48.44	$48.44	$0.00	
Pay Application #17	10/31/20	Yes	N/A	N/A	Filing 1	Fence Installation and Maintenance	$8,802.56	$8,802.56	$0.00	
Pay Application #18	11/30/20	Yes	N/A	N/A	Filing 1	Fence Installation and Maintenance	$9,391.16	$9,391.16	$0.00	
Pay Application #19	12/31/20	Yes	N/A	N/A	Filing 1	Fence Installation and Maintenance	$9,611.36	$9,611.36	$0.00	
Pay Application #20	2/28/21	Yes	N/A	N/A	Filing 1	Fence Installation and Maintenance	$10,280.22	$10,280.22	$0.00	
Pay Application #21	3/31/21	Yes	N/A	N/A	Filing 1	Fence Installation and Maintenance	$6,940.65	$6,940.65	$0.00	
Pay Application #22	4/30/21	Yes	N/A	N/A	Filing 1	Fence Installation and Maintenance	$8,779.19	$8,779.19	$0.00	
Pay Application #23	5/31/21	Yes	N/A	N/A	Filing 1	Fence Installation and Maintenance	$2,707.62	$2,707.62	$0.00	
Subtotal Pure Cycle - F1 Fencing							**$546,020.53**	**$546,020.53**	**$0.00**	
Subtotal invoices paid by the Developer - Filing 1							**$546,020.53**	**$546,020.53**	**$0.00**	
Total invoices paid - Board and Developer - Filing 1							**$546,020.53**	**$546,020.53**	**$0.00**	

Total land area is 52% District
Of District areas, Open Space Tracts are 62% of the area, Streets are 38% of the area

Attachment D
Project Photos

DRAFT

INDEPENDENT DES District Engineering SERVICES

Sky Ranch CAB Filings 1-3 Site Photos

Fencing along E 8th Pl (View: East)

Fencing near E 9th Dr. (View: Northeast)

Fencing near N Yantley St (View: Southeast)

Fencing near E 7th Pl (View: Southwest)

Sky Ranch
Community Authority Board
Cost Certification Report

Filings #1-3 - Report #7
December 2022

INDEPENDENT
DES
District Engineering
SERVICES

1626 Cole Blvd, Suite 125
Lakewood, CO 80401

Sky Ranch Community Authority Board
Cost Certification Report

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Cost Certification Report #7

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DRAFT

December 9, 2022

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

SKY RANCH COMMUNITY AUTHORITY BOARD – FILINGS #1-3 COST CERTIFICATION REPORT #7

INTRODUCTION

Independent CAB Engineering Services, LLC (Engineer) was hired by the Sky Ranch Community Authority Board (CAB) to provide review of expenditures paid by Pure Cycle Corporation (Developer) and inclusion of CAB expenditures. This is to summarize and report the expenditures for the Sky Ranch development located in the County of Arapahoe, Colorado (Project). This Cost Certification report summarizes the Engineer's approach and findings for the Project.

The Construction Related Expenses (Construction Related Expenses) for public improvements discussed in this report were paid for by the Developer and are being certified as Verified Costs (Verified Costs) in the amount of **$77,969.44.** 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 **$34,334.62**, bringing the total amount of Verified Costs to **$112,304.06.**

This report generally covers the areas shown on Attachment A. The Verified Costs certified in this report cover softs costs including review fees, inspection costs, legal services, engineering services along with some hard costs including lighting, community mail box units and dog waste stations for Filings #1-3.

GOVERNING DOCUMENTS

The following governing documents were used in determining recommendations for Verified Costs:

- Modified Service Plan for Sky Ranch Metropolitan District No. 1, by McGeady Sisneros, P.C., dated September 14th, 2004
- Facilities Funding and Acquisition Agreement, by and between Sky Ranch Community Authority Board and Pure Cycle Corporation, dated November 13th, 2017.
- Subdivision Improvement Agreement and Restriction on Conveyance, between PCY Holdings, LLC, and Board of County Commissioners of Arapahoe County, dated July 13th, 2018.
- Sky Ranch Subdivision Filing No. 1 Final Plat, by CVL Consultants of Colorado, Inc., dated June 25th, 2018.
- Sky Ranch Subdivision Filing No. 2 Final Plat, by CVL Consultants of Colorado, Inc., dated May 29th, 2019.
- Sky Ranch Subdivision Filing No. 3 Plat, by CVL Consultants of Colorado, Inc., revised September 30, 2020.
- 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 governing documents only as a general guideline for eligibility in certification of costs.

DRAFT

INDEPENDENT DES District Engineering SERVICES

ACTIVITIES CONDUCTED

For this report, the following activities were performed:

- Governing documents provided by the CAB and the Developer were reviewed as the basis for recommendation for this report.
- Invoices provided by the Developer were reviewed. A summary was created and is attached as Attachment C.
- A site visit was conducted. Project improvements were photographed.
- Some contract unit items were compared to other projects constructed in the Denver Metropolitan Area.

ASSUMPTIONS

Due to the specific scope authorized for this report, the following assumptions were made.

- 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.
- Verified Costs presented do not represent the entire contract value, but rather a portion of the costs that are attributable to public improvements as defined in the Service Plan. Construction Related Expenses that pertain to both CAB land and private lots are based on land percentage area for the project area. See Attachment C for the percentages. These percentages were used for work such as earthwork, SWMP activities, and planning.
- Construction Related Expenses that did not have enough information to be verified with this report may be verified in a future report.
- Nothing in this report shall be construed as acceptance of any public infrastructure by any governmental entity, including but not limited to the CAB. The Developer remains responsible for completing public improvements according to plan and obtaining the proper acceptance by any applicable governmental entity.
- This report was prepared with a specific scope and an elaborate analysis was not performed, but rather a realistic and reasonable analysis to estimate the public expenditures for the invoices provided. A more detailed analysis or submission of additional expenditures may result in adjustments to our cost certification.

DISCUSSION

This report consists of expenditures provided between December of 2018 and November of 2021. The improvements reviewed are generally represented in Attachments A and C.

Vendor Participation

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

DRAFT

Review of Invoices and Summary of Expenditures
To provide a cost certification of CAB improvements, invoices provided by the Developer were reviewed. Invoice costs were allocated as Verified Costs or non-verified costs and a summary is included as Attachment C. Invoices provided were reviewed to determine that the work and cost value were appropriated correctly, and that proof of payment was provided. For invoices provided by the CAB, the CAB accountant provided a detailed listing. These were reviewed only to confirm they are eligible to be considered as Verified Costs to be used for bonding purposes.

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.

Improvement Category	Amount	Percent of Total Cost
Local Improvements		
Street Improvements	$9,222.68	8.21%
Parks & Recreation	$60,403.41	53.79%
Water	$41,614.60	37.06%
Sanitary	$0.00	0.00%
Storm Sewer	$1,063.37	0.95%
Safety Protection	$0.00	0.00%
Regional Improvements		
Regional - Street	$0.00	0.00%
Regional - Parks	$0.00	0.00%
Regional - Storm	$0.00	0.00%
Total	**$112,304.06**	**100.00%**

FIELD INVESTIGATION RESULTS
A field investigation was conducted in March 2022. 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.

RECOMMENDATION
In our professional opinion the Construction Related Expenses were reviewed and found to be reasonable. The Construction Related Expenses are comparable to other similar projects in Colorado. At this time and based on the information provided, the Engineer certifies the expenditures provided by the Developer as Verified Costs as shown in Attachment C and subject to the level of review presented in this report. These expenditures are certified as Verified Costs in the amount of **$112,304.06.**

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

Respectfully Submitted,
Independent District Engineering Services, LLC

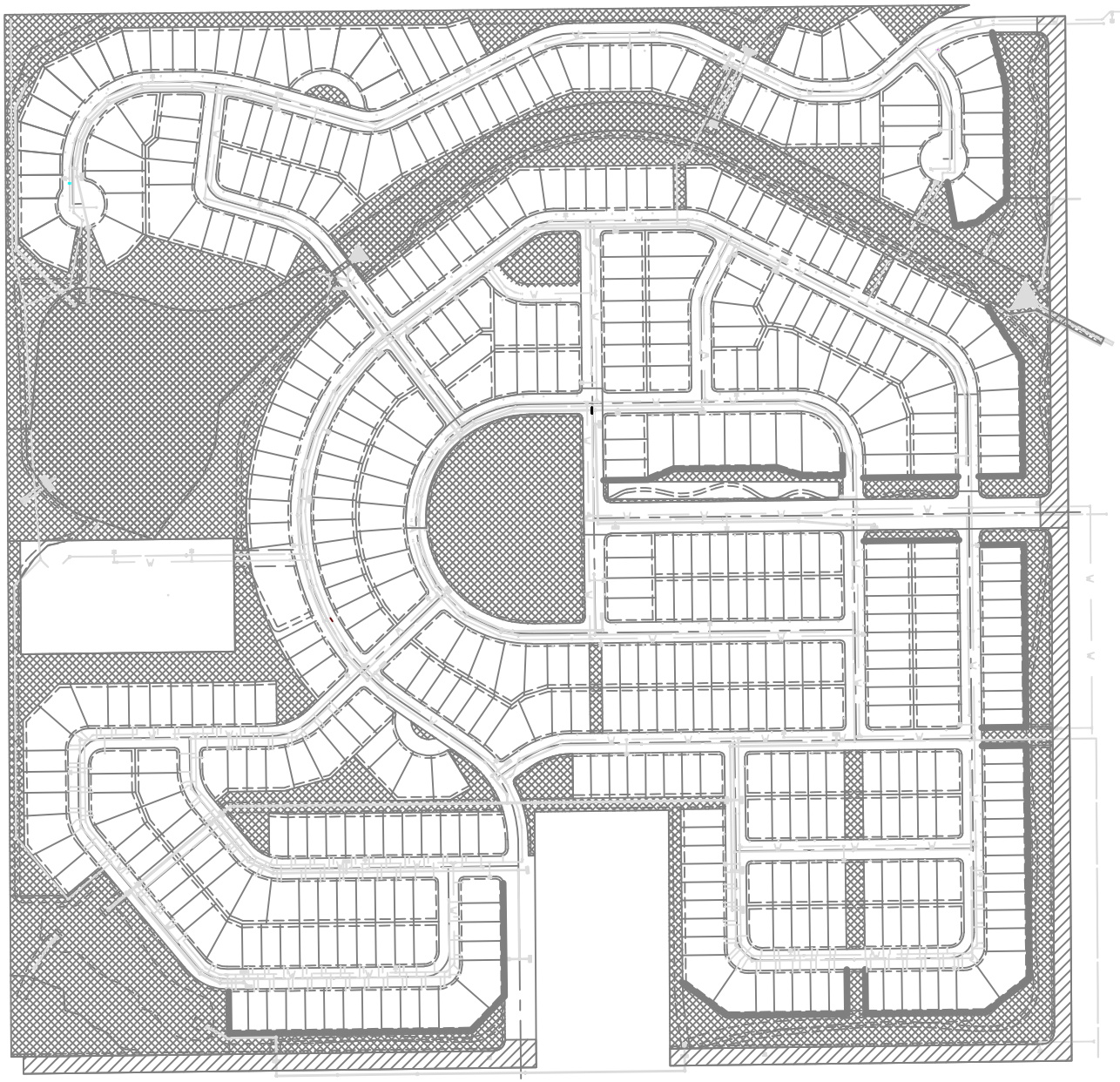
Stan Fowler, P.E.

Attachments

DRAFT

Attachment A
Site Map

DRAFT



DISTRICT ELIGIBLE EXPENSES

CATEGORIZED EXPENDITURES FROM ATTACHMENT

Improvement Category	Amount	Percent of Total Cost
Local Improvements		
Street Improvements	$9,222.68	8.21%
Parks & Recreation	$60,403.41	53.79%
Water	$41,614.60	37.06%
Sanitary	$0.00	0.00%
Storm Sewer	$1,063.37	0.95%
Safety Protection	$0.00	0.00%
Regional Improvements		
Regional - Street	$0.00	0.00%
Regional - Parks	$0.00	0.00%
Regional - Storm	$0.00	0.00%
Total	**$112,304.06**	**100.00%**

NOTE: THE MAJORITY OF EXPENDITURES INCLUDED IN THIS COST CERTIFICATION WERE SOFT COSTS WHICH INCLUDED REVIEW FEES, INSPECTION COSTS, LEGAL SERVICES, AND ENGINEERING SERVICES. THE HARD COSTS INCLUDED IN IS REPORT INCLUDE COMMUNITY MAIL BOX UNITS, OPEN SPACE LIGHTING AND DOG WASTE STATIONS. ALL OF THESE EXPENDITURES WERE INCURRED SITE WIDE DURING THE CONSTRUCTION ACTIVITIES ASSOCIATED WITH FILINGS #1-3

INDEPENDENT
DISTRICT ENGINEERING SERVICES, LLC
1626 COLE BOULEVARD SUITE #125, LAKEWOOD, CO 80401

SKY RANCH COMMUNITY AUTHORITY BOARD FILINGS 1–3
COST CERTIFICATION #7
(ATTACHMENT A)

SHEET
1 of 1
SCALE: NONE
DATE: 12/9/22

Attachment B
Vendor Participation

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INDEPENDENT
DES
District Engineering
SERVICES

Attachment B
Vendor Participation

Following is a Summary of the Contractors, Consultants and Vendor Participation in work and services for the Cost Certification and Bonding Report. Notes include any invoice discrepancies, basis of payment, and basis for reimbursement.

Arapahoe County Public Works & Development Department The local authority having jurisdiction (AHJ) over the entire development. This AHJ collected fees land development applications, plan reviews and engineering fees. The Construction Related Expenses were consider eligible for CAB financing at for the CAB site percentage.

B & M Turf Performed landscape repair for private lots throughout the development. These expenditures were not considered eligible for CAB financing.

Broomfield Sign Company, Inc. Provided monument signs for the Developments Wastewater Reclamation Facility. Sales taxes are not considered eligible for CAB financing.

Browns Hill Engineering & Controls, LLC Provided engineering services for private lots throughout the development. monument signs for the Development. These Construction Related Expenses were not considered eligible for CAB financing.

C & S Sweeping Services, Inc Sweeping services company hired by the Developer to sweep the streets on a regular basis. These Construction Related Expenses are considered operation and maintenance related in nature. These Construction Related Expenses are not considered eligible for CAB financing from the capital funds.

Colorado Department of Public Health and Environment Charged a fee for annual water quality permits for the Development. These Construction Related Expenses are eligible for CAB financing.

CMS Environmental Solutions, LLC Stormwater inspection service provider for the development. These Construction Related Expenses are considered eligible for CAB financing at the CAB site percentage since there are both public and private activities going on throughout the development.

Copeland Precast, Inc. Provided concrete related supplies for the development. Constructed meter pits for the Development. These Construction Related Expenses are eligible for CAB financing.

CTL Thompson, Inc. Geotechnical engineering firm who provided materials testing for the Development. Professional services that directly benefit Improvements accepted by the CAB were considered eligible for CAB financing.

CVL Consultants of Colorado / Westwood Professional Services, Inc. Provided design engineering services for Filings #1-3 which including providing an Administrative Site Plan to Arapahoe County, exhibit preparation, project research, meeting attendance, drainage design, civil construction plans, plats, and legal descriptions. Construction Related Expenses related to drainage were fully eligible. All other expenditures were consider eligible for CAB financing at for the CAB site percentage.

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Dog Waste Depot Provided dog waste stations for the development. Tariff's imposed on invoiced items from this vendor were not considered eligible for CAB financing.

Fab Industries From invoices provided to the Engineer it was not clear what this vendor provided or supplied for the development. Therefore, these Construction Related Expenses are not eligible for CAB financing.

Family Mobile Welding Provided light poles and for community mailboxes. These Construction Related Expenses were considered eligible for CAB financing.

GFL Environmental Charged fees for disposal of trash at a landfill. These expenditures were not considered eligible for CAB financing.

Home Depot From invoices provided to the Engineer it was not clear what this vendor provided or supplied for the development. Therefore, these Construction Related Expenses are not eligible for CAB financing.

Land and District LLC Land Development Consultant that provided services for the overall development. These Construction Related Expenses were considerd eligible for CAB financing.

Land Title Guarantee Company Provided titling services for the development. These Construction Related Expenses are not eligible for CAB financing.

McGeady Becher P.C. Provided CAB legal services. Only Capital Matters related to the Construction Related Expenses are eligible for CAB financing.

Page Specialty Company Supplied and installed mailbox units for the Development. These Construction Related Expenses were considered eligible for CAB financing.

PCS Group Provided design services for the completion of the Pre-Development Plan including lot layout, landscape requirements, lighting, and monument design in Filings #1-3. These Construction Related Expenses are considered eligible for CAB financing.

Pure Cycle Provided BMP and erosion control installation, repair, and maintenance services to satisfy County GESC requirements. Invoices for these Construction Related Expenses were missing information thus they were not considered for CAB financing. These expenditures can be reviewed in a future report.

Scott Lehman Purchased equipment for construction. These Construction Related Expenses are not considered eligible for CAB financing.

Southeast Metro Stormwater Authority (SEMSWA) Collected fees and provided renewal of permits for Filings #1-3. These Construction Related Expenses are subject to the CAB site percentage.

Special District Management Services, Inc. Provided CAB management services.

Tri County Health Collected review fees for Filings #1-3. These Construction Related Expenses are subject to the CAB site percentage.

DRAFT

Attachment C
Expenditure Data

DRAFT

INDEPENDENT
DES
District Engineering
SERVICES

Attachment C

Sky Ranch Community Authority Board

Engineer's Summary for Cost Certification 5 - Invoices through 11/15/2022

Invoice ID	Invoice Date	Invoice Provided	Check Date	Check Number	Filing & Phase	Description	Invoiced Amount	District Eligible Expenses	Non- Eligible Expenses	Notes
Invoices paid by the Board - Filing 1										
CMS Environmental Solutions, LLC										
113791	1/1/21	Yes	2/16/21	1098	Filing 1	Stormwater Inspection	$375.00	$193.73	$181.27	Site Percent Applied
115040	2/1/21	Yes	2/16/21	1098	Filing 1	Stormwater Inspection	$375.00	$193.73	$181.27	Site Percent Applied
Subtotal CMS Environmental Solutions, LLC							**$750.00**	**$387.46**	**$362.54**	
CTL Thompson, Inc.										
498709	12/31/18	Yes	3/11/19	1109	Filing 1	Geotechnical Engineering	$4,128.00	$3,118.00	$1,010.00	Cost Split with Rangeview - (payment for $3,118.00)
Subtotal CTL Thompson, Inc.							**$4,128.00**	**$3,118.00**	**$1,010.00**	
McGeady Becher P.C.										
1337M 02.28.19	2/28/19	Yes	4/16/19	1056	Filing 1	District Legal Services	$7,686.50	$2,249.50	$5,437.00	Only Capital Improvement Related Maters are Eligible
Subtotal McGeady Becher P.C.							**$7,686.50**	**$2,249.50**	**$5,437.00**	
Southeast Metro Stormwater Authority										
3325	2/19/21	Yes	8/12/21	1190	Filing 1	Permit Renewal Fees	$2,282.50	$1,179.14	$1,103.36	
Subtotal Southeast Metro Stormwater Authority							**$2,282.50**	**$1,179.14**	**$1,103.36**	
Special District Management Services, Inc.										
SKYCAB.00	1/31/19	Yes	3/11/19	1053	Filing 1	District Management Services	$3,432.48	$1,956.51	$1,475.97	Only Capital Improvement Related Maters are Eligible
SKYRMD1.00	1/31/19	Yes	3/11/19	1053	Filing 1	District Management Services	$910.14	$518.78	$391.36	Only Capital Improvement Related Maters are Eligible
SKYRMD5.00	1/31/19	Yes	3/11/19	1053	Filing 1	District Management Services	$753.08	$429.26	$323.82	Only Capital Improvement Related Maters are Eligible
SKYCAB.00	2/28/19	Yes	4/16/19	1055	Filing 1	District Management Services	$2,488.96	$1,418.71	$1,070.25	Only Capital Improvement Related Maters are Eligible
SKYRMD1.00	2/28/19	Yes	4/16/19	1055	Filing 1	District Management Services	$226.90	$129.33	$97.57	Only Capital Improvement Related Maters are Eligible
SKYRMD5.00	2/28/19	Yes	4/16/19	1055	Filing 1	District Management Services	$587.60	$334.93	$252.67	Only Capital Improvement Related Maters are Eligible
SKYCAB.00	3/31/19	Yes	5/13/19	1058	Filing 1	District Management Services	$4,226.89	$2,536.13	$1,690.76	Only Capital Improvement Related Maters are Eligible
SKYRMD1.00	3/31/19	Yes	5/13/19	1058	Filing 1	District Management Services	$958.82	$575.29	$383.53	Only Capital Improvement Related Maters are Eligible
SKYRMD5.00	3/31/19	Yes	5/13/19	1058	Filing 1	District Management Services	$680.70	$408.42	$272.28	Only Capital Improvement Related Maters are Eligible
SKYCAB.00	4/30/19	Yes	6/17/19	1061	Filing 1	District Management Services	$2,305.90	$1,383.54	$922.36	Only Capital Improvement Related Maters are Eligible
SKYRMD1.00	4/30/19	Yes	6/17/19	1061	Filing 1	District Management Services	$57.90	$34.74	$23.16	Only Capital Improvement Related Maters are Eligible
SKYRMD5.00	4/30/19	Yes	6/17/19	1061	Filing 1	District Management Services	$192.50	$115.50	$77.00	Only Capital Improvement Related Maters are Eligible
SKYCAB.00	5/31/19	Yes	7/15/19	1063	Filing 1	District Management Services	$1,873.26	$1,123.96	$749.30	Only Capital Improvement Related Maters are Eligible
SKYRMD1.00	5/31/19	Yes	7/15/19	1063	Filing 1	District Management Services	$28.40	$17.04	$11.36	Only Capital Improvement Related Maters are Eligible
SKYRMD5.00	5/31/19	Yes	7/15/19	1063	Filing 1	District Management Services	$512.80	$307.68	$205.12	Only Capital Improvement Related Maters are Eligible
SKYCAB.00	6/30/19	Yes	8/12/19	1066	Filing 1	District Management Services	$1,564.51	$938.71	$625.80	Only Capital Improvement Related Maters are Eligible
SKYRMD1.00	6/30/19	Yes	8/12/19	1066	Filing 1	District Management Services	$64.10	$38.46	$25.64	Only Capital Improvement Related Maters are Eligible
SKYCAB.00	7/31/19	Yes	9/16/19	1072	Filing 1	District Management Services	$2,072.79	$1,243.67	$829.12	Only Capital Improvement Related Maters are Eligible
SKYRMD1.00	7/31/19	Yes	9/16/19	1072	Filing 1	District Management Services	$5.00	$3.00	$2.00	Only Capital Improvement Related Maters are Eligible
SKYCAB.00	8/31/19	Yes	10/14/19	1075	Filing 1	District Management Services	$2,350.03	$1,410.02	$940.01	Only Capital Improvement Related Maters are Eligible
SKYRMD1.00	8/31/19	Yes	10/14/19	1075	Filing 1	District Management Services	$166.50	$99.90	$66.60	Only Capital Improvement Related Maters are Eligible
SKYRMD5.00	8/31/19	Yes	10/14/19	1075	Filing 1	District Management Services	$160.27	$96.16	$64.11	Only Capital Improvement Related Maters are Eligible
SKYCAB.00	9/30/19	Yes	11/11/19	1077	Filing 1	District Management Services	$3,075.21	$1,845.13	$1,230.08	Only Capital Improvement Related Maters are Eligible
SKYRMD1.00	9/30/19	Yes	11/11/19	1077	Filing 1	District Management Services	$23.10	$13.86	$9.24	Only Capital Improvement Related Maters are Eligible
SKYRMD5.00	9/30/19	Yes	11/11/19	1077	Filing 1	District Management Services	$258.20	$154.92	$103.28	Only Capital Improvement Related Maters are Eligible
SKYCAB.00	10/31/19	Yes	12/16/19	1079	Filing 1	District Management Services	$4,394.19	$2,636.51	$1,757.68	Only Capital Improvement Related Maters are Eligible
SKYRMD1.00	10/31/19	Yes	12/16/19	1079	Filing 1	District Management Services	$1,155.10	$693.06	$462.04	Only Capital Improvement Related Maters are Eligible
SKYRMD5.00	10/31/19	Yes	12/16/19	1079	Filing 1	District Management Services	$1,132.00	$679.20	$452.80	Only Capital Improvement Related Maters are Eligible
SKYCAB.00	11/30/19	Yes	1/13/20	1083	Filing 1	District Management Services	$2,915.68	$1,749.41	$1,166.27	Only Capital Improvement Related Maters are Eligible
SKYRMD1.00	11/30/19	Yes	1/13/20	1083	Filing 1	District Management Services	$951.60	$570.96	$380.64	Only Capital Improvement Related Maters are Eligible
SKYRMD5.00	11/30/19	Yes	1/13/20	1083	Filing 1	District Management Services	$790.60	$474.36	$316.24	Only Capital Improvement Related Maters are Eligible
SKYCAB.00	12/31/19	Yes	2/20/20	1094	Filing 1	District Management Services	$5,084.09	$3,050.45	$2,033.64	Only Capital Improvement Related Maters are Eligible
SKYRMD1.00	12/31/19	Yes	2/20/20	1094	Filing 1	District Management Services	$378.80	$227.28	$151.52	Only Capital Improvement Related Maters are Eligible
SKYRMD5.00	12/31/19	Yes	2/20/20	1094	Filing 1	District Management Services	$309.40	$185.64	$123.76	Only Capital Improvement Related Maters are Eligible
Subtotal Special District Management Services, Inc.							**$46,087.50**	**$27,400.53**	**$18,686.97**	
Subtotal Invoices paid by the Board - Filing 1							**$60,934.50**	**$34,334.62**	**$26,599.88**	
Invoices paid by the Developer - Filing 1										
Arapahoe County Public Works & Development										
PF20-005	6/6/19		8/26/20	1057	Filing 1	Review Fees	$9,250.00	$4,649.40	$4,600.60	Partial Payment of $9,000
ASP20-006	8/12/20	Yes	8/12/20	1026	Filing 1	Land Development Application Fees	$4,500.00	$2,324.70	$2,175.30	Site Percent Applied
Q20-059	8/12/20	Yes	8/12/20	1027	Filing 1	Plan Review & Engineering Fees	$2,750.00	$1,420.65	$1,329.35	Site Percent Applied
ASP20-006A	10/16/20	Yes	10/26/20	1127	Filing 1	Land Development Application Fees	$500.00	$258.30	$241.70	Site Percent Applied
Subtotal Arapahoe County Public Works & Development							**$17,000.00**	**$8,653.05**	**$8,346.95**	

Attachment C

Sky Ranch Community Authority Board

Engineer's Summary for Cost Certification 5 - Invoices through 11/15/2022

Invoice ID	Invoice Date	Invoice Provided	Check Date	Check Number	Filing & Phase	Description	Invoiced Amount	District Eligible Expenses	Non- Eligible Expenses	Notes
B & M Turf										
46225	4/9/20	Yes	8/14/20	1050	Filing 1	Engineering Consultant	$360.00	$0.00	$360.00	Repair to Private Lot Not Eligible
Subtotal B & M Turf							**$360.00**	**$0.00**	**$360.00**	
Broomfield Sign Company, Inc.										
24850	6/12/20	Yes	5/1/20	16818	Filing 1	Monument for Wastewater Reclamation Facility	$7,010.87	$3,260.36	$3,750.51	Taxes not Eligible - (partial payment for deposit only)
Subtotal Broomfield Sign Company, Inc.							**$7,010.87**	**$3,260.36**	**$3,750.51**	
Browns Hill Engineering & Controls, LLC										
19510	7/10/20	Yes	8/14/20	1051	Filing 1	Environmental Design	$1,760.00	$0.00	$1,760.00	Expenses are for Private Lots and are not eligible
Subtotal Browns Hill Engineering & Controls, LLC							**$1,760.00**	**$0.00**	**$1,760.00**	
C&S Sweeping Services, Inc.										
18265	11/30/21	Yes	2/14/22	D00092	Filing 1	Street Sweeping Services	$793.10	$0.00	$793.10	
Subtotal C&S Sweeping Services, Inc.							**$793.10**	**$0.00**	**$793.10**	
Colorado Department of Public Health and Environment										
WC211103040	8/17/20	Yes	9/10/20	1064	Filing 1	Annual Fee	$540.00	$278.96	$261.04	Site Percent Applied
Subtotal Colorado Department of Public Health and Environment							**$540.00**	**$278.96**	**$261.04**	
Copeland Precast, Inc.										
183617	9/23/20	Yes	10/6/20	1111	Filing 1	Material Supplier	$158.00	$158.00	$0.00	
Subtotal Copeland Precast, Inc.							**$158.00**	**$158.00**	**$0.00**	
CVL Consultants of Colorado / Westwood Professional Services, Inc.										
027535	1/24/20	Yes	3/18/20	16688	Filing 1	Meetings & Coordination	$9,660.13	$4,990.42	$4,669.71	Site Percent Applied
027650	2/25/20	Yes	3/31/20	16753	Filing 1	Meetings & Coordination	$2,890.82	$1,493.40	$1,397.42	Site Percent Applied
1201100699	11/16/20	Yes	12/15/20	1211	Filing 1	Design Engineering	$180.00	$92.99	$87.01	Site Percent Applied
1201100702	11/16/20	Yes	12/15/20	1211	Filing 1	Design Engineering	$6,552.50	$3,369.52	$3,182.98	Site Percent Applied
1210600557	6/14/21	Yes	10/27/21	01CBT D0002F	Filing 1	Design Engineering	$2,000.00	$1,033.20	$966.80	Site Percent Applied
1210500817	5/18/21	Yes	10/6/21	D00017	Filing 1	Design Engineering	$575.00	$575.00	$0.00	
Subtotal CVL Consultants of Colorado / Westwood Professional Services, Inc.							**$21,858.45**	**$11,554.53**	**$10,303.92**	
Dog Waste Depot										
448661	11/15/21	Yes	12/10/21	Credit Card	Filing 1	Dog Waste Station	$4,551.85	$4,179.84	$372.01	Tariff Fee not Eligible
Subtotal Dog Waste Depot							**$4,551.85**	**$4,179.84**	**$372.01**	
Fab Industries										
500	8/6/20	Yes	9/10/20	Credit Card	Filing 1	Unknown	$3,254.00	$0.00	$3,254.00	Need More backup Information
Subtotal Fab Industries							**$3,254.00**	**$0.00**	**$3,254.00**	
Family Mobile Welding										
1153-2	10/8/21	Yes	10/25/21	1561	Filing 1	Fabricating Light Poles	$1,711.00	$1,711.00	$0.00	
Subtotal Family Mobile Welding							**$1,711.00**	**$1,711.00**	**$0.00**	
GFL Environmental										
43207062	2/29/20	Yes	3/31/20	16766	Filing 1	Landfill Fees	$105.26	$0.00	$105.26	
Subtotal GFL Environmental							**$105.26**	**$0.00**	**$105.26**	
Home Depot										
N/A	8/27/21	Yes	8/27/21	Credit Card	Filing 1	Unknown	$2,021.88	$0.00	$2,021.88	
N/A	8/27/21	Yes	8/27/21	Credit Card	Filing 1	Unknown	-$81.38	$0.00	-$81.38	
Subtotal Home Depot							**$1,940.50**	**$0.00**	**$1,940.50**	
Land and District LLC										
N/A	11/15/21	Yes	11/22/21	1589	Filing 1	Land Development Consultant	$720.00	$371.95	$348.05	Site Percent Applied
Subtotal Land and District LLC							**$720.00**	**$371.95**	**$348.05**	
Land Title Guarantee Company										
N/A	5/21/19	Yes	5/21/19	Wire	Filing 1	Title / Closing / Recording / Tax Costs	$16,064.01	$0.00	$16,064.01	
Subtotal Land Title Guarantee Company							**$16,064.01**	**$0.00**	**$16,064.01**	
Page Specialty Company										
32167	2/19/20		3/31/20	16764	Filing 1	Mail Box Units Supplier	$28,778.00	$27,950.00	$828.00	Taxes are not eligible
Subtotal Page Specialty Company							**$28,778.00**	**$27,950.00**	**$828.00**	
PCS Group, Inc.										
10753	2/12/20	Yes	3/19/20	16689	Filing 1	Landscape Planning & Design	$142.50	$142.50	$0.00	
10852	2/29/20	Yes	5/1/20	16803	Filing 1	Landscape Planning & Design	$389.75	$389.75	$0.00	
Subtotal PCS Group, Inc.							**$532.25**	**$532.25**	**$0.00**	
Pure Cycle Corporation										

Attachment C

Sky Ranch Community Authority Board

Engineer's Summary for Cost Certification 5 - Invoices through 11/15/2022

Invoice ID	Invoice Date	Invoice Provided	Check Date	Check Number	Filing & Phase	Description	Invoiced Amount	District Eligible Expenses	Non- Eligible Expenses	Notes
2019-SK-F1P1-INS-0015	8/31/19	Yes	N/A	N/A	Filing 1	Rangeview Inspection Services	$19,242.00	$19,242.00	$0.00	
J000017	6/30/20	Yes	N/A	N/A	Filing 1	Wet Utilities	$12,861.76	$0.00	$12,861.76	These costs can be certified in a future cert. Missing Quantities/Unit Costs/Contract
J000020	7/31/20	Yes	N/A	N/A	Filing 1	Wet Utilities	$17,847.44	$0.00	$17,847.44	These costs can be certified in a future cert. Missing Quantities/Unit Costs/Contract
J000038	7/31/20	Yes	N/A	N/A	Filing 1	Wet Utilities	$19,184.02	$0.00	$19,184.02	These costs can be certified in a future cert. Missing Quantities/Unit Costs/Contract
J000047	10/31/20	Yes	N/A	N/A	Filing 1	Wet Utilities	$6,550.62	$0.00	$6,550.62	These costs can be certified in a future cert. Missing Quantities/Unit Costs/Contract
J000048	10/31/20	Yes	N/A	N/A	Filing 1	Wet Utilities	$724.44	$0.00	$724.44	These costs can be certified in a future cert. Missing Quantities/Unit Costs/Contract
J000093	11/30/20	Yes	N/A	N/A	Filing 1	Wet Utilities	$205.54	$0.00	$205.54	These costs can be certified in a future cert. Missing Quantities/Unit Costs/Contract
J000094	11/30/20	Yes	N/A	N/A	Filing 1	Wet Utilities	$702.65	$0.00	$702.65	These costs can be certified in a future cert. Missing Quantities/Unit Costs/Contract
J000217	6/1/21	Yes	N/A	N/A	Filing 1	Wet Utilities	$12,060.12	$0.00	$12,060.12	These costs can be certified in a future cert. Missing Quantities/Unit Costs/Contract
J000009	6/30/21	Yes	N/A	N/A	Filing 1	Wet Utilities	$3,426.21	$0.00	$3,426.21	These costs can be certified in a future cert. Missing Quantities/Unit Costs/Contract
J000012	6/30/21	Yes	N/A	N/A	Filing 1	Erosion Control	$14,665.58	$0.00	$14,665.58	These costs can be certified in a future cert. Missing Quantities/Unit Costs/Contract
J000218	7/1/21	Yes	N/A	N/A	Filing 1	Erosion Control	$11,296.05	$0.00	$11,296.05	These costs can be certified in a future cert. Missing Quantities/Unit Costs/Contract
J000219	7/1/21	Yes	N/A	N/A	Filing 1	Erosion Control	$3,737.69	$0.00	$3,737.69	These costs can be certified in a future cert. Missing Quantities/Unit Costs/Contract
J000010	7/31/21	Yes	N/A	N/A	Filing 1	Landscape	$340.56	$0.00	$340.56	These costs can be certified in a future cert. Missing Quantities/Unit Costs/Contract
J000013	7/31/21	Yes	N/A	N/A	Filing 1	Erosion Control	$17,935.99	$0.00	$17,935.99	These costs can be certified in a future cert. Missing Quantities/Unit Costs/Contract
J000011	8/31/21	Yes	N/A	N/A	Filing 1	Landscape	$583.00	$0.00	$583.00	These costs can be certified in a future cert. Missing Quantities/Unit Costs/Contract
J000014	8/31/21	Yes	N/A	N/A	Filing 1	Erosion Control	$17,811.64	$0.00	$17,811.64	These costs can be certified in a future cert. Missing Quantities/Unit Costs/Contract
J001022	9/30/21	Yes	N/A	N/A	Filing 1	Erosion Control	$12,370.26	$0.00	$12,370.26	These costs can be certified in a future cert. Missing Quantities/Unit Costs/Contract
J001023	10/31/21	Yes	N/A	N/A	Filing 1	Erosion Control	$14,128.69	$0.00	$14,128.69	These costs can be certified in a future cert. Missing Quantities/Unit Costs/Contract
J001025	10/31/21	Yes	N/A	N/A	Filing 1	Landscape	$32.27	$0.00	$32.27	These costs can be certified in a future cert. Missing Quantities/Unit Costs/Contract
J001026	10/31/21	Yes	N/A	N/A	Filing 1	Landscape	$2,262.43	$0.00	$2,262.43	These costs can be certified in a future cert. Missing Quantities/Unit Costs/Contract
J001024	11/30/21	Yes	N/A	N/A	Filing 1	Erosion Control	$3,405.36	$0.00	$3,405.36	These costs can be certified in a future cert. Missing Quantities/Unit Costs/Contract
J001027	11/30/21	Yes	N/A	N/A	Filing 1	Landscape	$15,899.15	$0.00	$15,899.15	These costs can be certified in a future cert. Missing Quantities/Unit Costs/Contract
Subtotal Pure Cycle Corporation							**$207,273.47**	**$19,242.00**	**$188,031.47**	
Scott Lehman										
199P	2/28/20	Yes	5/1/20	16793	Filing 1	Site Security Materials	$122.87	$0.00	$122.87	Knox Box for site security is not eligible
204P	11/30/20	Yes	12/15/20	1205	Filing 1	Christmas Lights & Trailer Water Pumps	$1,731.52	$0.00	$1,731.52	Not eligible
Subtotal Scott Lehman							**$1,854.39**	**$0.00**	**$1,854.39**	
Tri-County Health Department										
N/A	N/A	No	8/12/20	1028	Filing 1	Fees	$150.00	$77.49	$72.51	No Invoice Provided - (Proof of cost and payment noted on Arapahoe CO Inv.)
Subtotal Tri-County Health Department							**$150.00**	**$77.49**	**$72.51**	
Subtotal invoices paid by the Developer - Filing 1							**$316,415.15**	**$77,969.44**	**$238,445.71**	
Total invoices paid - Board and Developer - Filing 1							**$377,349.65**	**$112,304.06**	**$265,045.59**	

Total land area is 52% District
Of District areas, Open Space Tracts are 62% of the area, Streets are 38% of the area

Attachment D
Project Photos

DRAFT

INDEPENDENT DES District Engineering SERVICES

Sky Ranch CAB Filings 1-3 Site Photos

Private lots along East 10th Drive

Private lots along East 10th Drive and North Undergrove Way

Monaghan Road frontage

Drainage towards Monaghan Road

Private lots development along East 9th Drive and East 8th Place

Private lots along East 10th Drive

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, December 9, 2022

ACC Requests

2 architectural requests have been received since the last meeting. Requests were for concrete and a covered patio. Both requests were approved

Violation Report

Inspection of the Community was completed on November 30th resulting in 67 violation notices being sent to owners. Violations were for visible trash cans, improper vehicle storage, unapproved sheds, and basketball hoops on the sidewalk.

Please let us know if there are any questions.

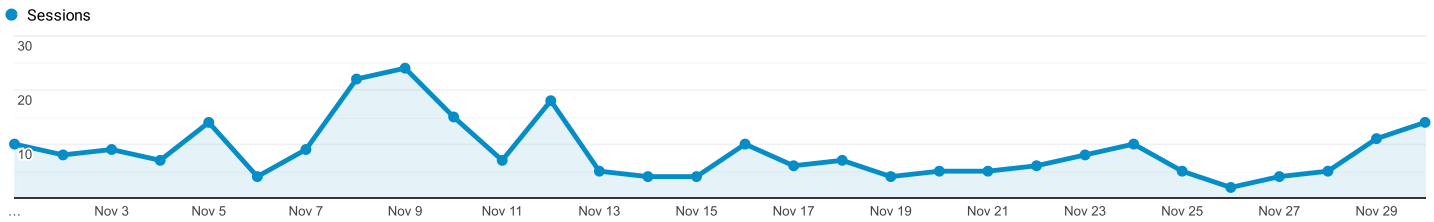
Celeste Terrell
Community Manager

Basic Traffic Report

All Users
100.00% Sessions

Nov 1, 2021 - Nov 30, 2021

Report Tab



Page	Sessions	Avg. Session Duration	Users
	262 % of Total: 100.00% (262)	**00:02:46** Avg for View: 00:02:46 (0.00%)	**195** % of Total: 100.00% (195)
1. /	**182** (69.47%)	00:03:10	150 (27.62%)
2. /rangeview-metropolitan-district-water/wastewater	**11** (4.20%)	00:02:48	14 (2.58%)
3. /events/sky-ranch-community-authority-board	**6** (2.29%)	00:01:54	10 (1.84%)
4. /resource-center/meeting-minutes/sky-ranch-community-authority-board	**6** (2.29%)	00:01:22	6 (1.10%)
5. /contact-us	**5** (1.91%)	00:00:05	24 (4.42%)
6. /waste-management	**4** (1.53%)	00:02:27	8 (1.47%)
7. /?fbclid=IwAR1md9UifO9fJ2sigoRV1m1Y9lj5UyE4eC_BGCWNnZFhfJXudTaDBcVVp_Y	**3** (1.15%)	00:00:02	2 (0.37%)
8. /?fbclid=IwAR2_ZNy0xzlhyVqCwK_ByhwXAKW1ae90iXrn8pqUq8MLqFXaEQjVorkcbA8	**3** (1.15%)	00:00:09	2 (0.37%)
9. /resource-center/board-of-directors	**3** (1.15%)	00:00:16	9 (1.66%)
10. /resource-center/community-management/covenant-control	**3** (1.15%)	00:00:13	15 (2.76%)

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