



**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: March 8, 2024
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_NGQyZGRhZGMtZGVINC00ODE4LWEhNDMtMTcxMTkyNmQ5MTUy%40thread.v2/0?context=%7b%22Tid%22%3a%224aa468e-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: **549 564 833#**



<u>Board of Directors</u>	<u>Office</u>	<u>Term Expires</u>
Mark Harding	President (representing MD 1)	May, 2027
Joe Knopinski	Vice President (representing MD 5)	May, 2025
Marc Spezialy	Treasurer (representing MD 5)	May, 2027
Scott E. Lehman	Secretary (representing MD 3)	May, 2027
Dirk Lashnits	Assistant Secretary (representing MD 5)	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 February 9, 2024 Regular Meeting (enclosure).

III. PUBLIC COMMENT

- A. Public Comment.

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

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

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

V. FINANCIAL MATTERS

- A. Review and accept the unaudited financial statements for period ending December 31, 2023, and schedule of cash position updated as of March 1, 2024, accounts receivable summaries, tax schedules, and developer advance schedule (enclosure).
- B. Consider approval and/or ratification of payables through February 29, 2024 in the amount of \$983,068.01 (enclosure).
- C. Ratify reimbursement to Pure Cycle Corporation under the Facilities Funding and Acquisition Agreements in the amount of \$150,000.



- D. Discuss Auditor matters; Adjourn in Executive Session pursuant to Section 24-6-402(4)(b), C.R.S., to receive legal advice regarding same (if necessary).

VI. CONSTRUCTION MATTERS

- A. Project Manager's Report (enclosure).
- B. Review and consider approval of Task Order No. 20 to the Master Services Agreement ("MSA") with KT Engineering, LLC for a deduction of original grading and transfer to new contract in the reduced amount of -\$48,875.00.
- C. Review and consider approval of Task Order No. 21 to the MSA with KT Engineering, LLC for Filing 4 as-builts and Monaghan and 10th staking in the amount of \$5,300.00.
- D. Review and consider approval of Task Order No. 22 to the MSA with KT Engineering, LLC Filing 5 dry utility staking in the amount of \$8,895.00.
- E. Review and consider approval of Task Order No. 21 to the MSA with Westwood Professional Services, Inc. for Filing 6 and Filing 7 re-lotting in the amount of \$81,800.00.
- F. Engineer's Report (enclosure).
- G. Phase I (Filing Nos. 1, 2 and 3) Construction Matters:
1. **Drainage and Utilities:** None.
 2. **Roadway Improvements:** None.
 3. **Grading/Earthwork:** None.
 4. **Landscape Improvements:**
 - Phase 1 None.
 - Phase 2 None.
 - Phase 3 None.
- H. Phase II (Filing No. 4) Construction Matters:
1. **Grading/Earthwork:** None.



2. **Drainage and Utilities:** None
3. **Erosion Control:** Review and consider approval of Pay Application No. 10 to the Erosion Control Contract with Pure Cycle Corporation in the amount of \$36,284.30.
4. **Roadway Improvements:**
- Paving/Asphalt None
- Concrete/Striping/Signage Review and consider approval of Change Order No. 27 to the Construction Contract with Premier Earthworks & Infrastructure, Inc. ("PEI) for additional costs related to traffic control for work performed on the intersection of Monaghan Rd and E. 10th Ave. in the amount of \$10,267.34.
- Review and consider approval of Change Order No. 28 to the Construction Contract with PEI for probationary punch list items that were required for acceptance of the Right of Way in the amount of \$51,541.17.
- Review and consider approval of Pay Application No. 23 to the Construction Contract with PEI in the amount of \$59,107.44.
5. **Landscape:** Consider approval of Change Order No. 10 to the Landscape Installation Contract with Consolidated Divisions, Inc. ("CDI") for additional costs to install streetscaping along the offsite school frontage roads in the amount of \$108,501.40.
6. **Fencing** None
- I. Phase II (Filing No. 5) Construction Matters:
1. **Grading/Earthwork:** None.
2. **Drainage and Utilities:** Review and consider approval of Change



Order No. 3 to the Construction Contract with American West Construction, LLC for additional costs associated with water and storm utility changes due to field conditions and project specifications not anticipated with the bid in the amount of \$80,759.74.

Review and consider approval of Pay Application No. 9 to the Construction Contract with American West Construction, LLC in the amount of \$437,626.76.

3. Erosion Control:

Review and consider approval of Change Order No. 2 to the Erosion Control Contract with Pure Cycle Corporation for additional erosion control costs from July 2023 to December 2023 in the amount of \$111,158.00.

Review and consider approval of Pay Application No. 2 to the Erosion Control Contract with Pure Cycle Corporation in the amount of \$124,956.35.

4. Roadway Improvements:

Paving/Asphalt

None

Concrete/Striping/Signage

Review and consider approval of Change Order No. 3 to the Construction Contract with PEI for additional costs to add concrete splash blocks on Monaghan Rd., E. 6th Ave. and E. 8th Pl. due to changes in landscape design in an amount not to exceed \$90,684.42.

Review and consider approval of Pay Application No. 2 to the Construction Contract with PEI in the amount of \$90,277.43.

5. Landscape:

None.



VII. LEGAL MATTERS

- A. Adjourn in Executive Session pursuant to Sections 24-6-402(4)(b) and (e), C.R.S., to receive legal advice regarding negotiation of capital contracts.

VIII. COMMUNITY MANAGEMENT / COVENANT CONTROL / OPERATIONS

- A. Community Manager's Update (enclosures).
B. Status of request for proposals for trash removal services (enclosures).
C. Accounts Receivable Report (enclosure).

IX. OTHER BUSINESS

- A. Confirm quorum for April 12, 2024, Board meeting.

X. ADJOURNMENT

Informational Enclosures:

Monthly summary of website usage (February 2024).

***The Next Regular Board Meeting is Scheduled for
April 12, 2024***



RECORD OF PROCEEDINGS

MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE SKY RANCH COMMUNITY AUTHORITY BOARD (“CAB”) HELD FEBRUARY 9, 2024

A regular meeting of the Board of Directors (referred to hereafter as the “Board”) of the CAB convened on February 9, 2024, 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
 Marc Spezialy, Treasurer
 Scott Lehman, Secretary
 Dirk Lashnits, Assistant Secretary

Also in Attendance Were:

Alex Clem, Celeste Terrell, and Thuy Dam (for a portion of the meeting), and Kaitlin Frey (for a portion of the meeting); CliftonLarsonAllen LLP (“CLA”) Suzanne Meintzer, Esq., and Tim O’ Connor, Esq.; McGeady Becher P.C. Stan Fowler; Independent District Engineering Services, LLC (“IDES”) Deb Saya and Cyrena Finnegan; Pure Cycle Corporation

Members of the Public in Attendance:

Adam Haskin; Resident and Sky Ranch Metropolitan District No. 1 Board Member

**ADMINISTRATIVE
MATTERS**

The meeting was called to order.

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

Quorum, Location of Meeting, Posting of Meeting Notice and Agenda: The Board confirmed the presence of a quorum.



RECORD OF PROCEEDINGS

The Board reviewed a proposed agenda for the CAB's regular meeting.

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

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

CONSENT AGENDA The Board considered the following item under the Consent Agenda:

- Approve Minutes of the January 12, 2024 Regular Meeting.

Upon a motion duly made by Director Harding, seconded by Director Spezialy 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, Updated as of February 5, 2024, Accounts Receivable Summaries, Tax Schedules, and Developer Advance Schedule: Ms. Dam presented the Schedule of Cash Position, Accounts Receivable Summaries, Tax Schedules, and Developer Advance Schedule to the Board. Following review and discussion, upon a motion duly made by Director Spezialy, seconded by Director Knopinski and, upon vote unanimously carried, the Board accepted the Schedule of Cash Position, updated as of February 5, 2024, the Accounts Receivable Summaries, Tax Schedules, and Developer Advance Schedule.

Upon a motion duly made by Director Spezialy, seconded by Director Lashnits and, upon vote unanimously carried, the Board approved a reimbursement to Pure Cycle Corporation under the Facilities Funding and Acquisition Agreements in the amount of



RECORD OF PROCEEDINGS

\$150,000.00.

Payables through January 31, 2024: Ms. Finnegan reviewed the payables through January 31, 2024 with the Board. Following review, upon a motion duly made by Director Knopinski, seconded by Director Harding and, upon vote unanimously carried, the Board approved the payables in the amount of \$440,134.62.

CONSTRUCTION MATTERS

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

Task Order No. 12 to the Master Services Agreement with CTL Thompson, Inc. for Filing 6 Grading: Following review, upon a motion duly made by Director Harding, seconded by Director Spezialy and, upon vote unanimously carried, the Board approved Task Order No. 12 to the Master Services Agreement with CTL Thompson, Inc. for Filing 6 grading in an amount not to exceed \$40,305.00.

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

Bid Analysis and Award of Filing 6 Grading, Erosion and Sediment Control Contract: Mr. Fowler reviewed the bid analysis with the Board and recommended awarding the contract to Pure Cycle Corporation as the lowest responsible bidder. The Board acknowledged the bid analysis and awarded the Filing 6 Grading, Erosion and Sediment Control Contract to Pure Cycle Corporation.

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

Drainage and Utilities: None.

Roadway Improvements: None.

Grading/Earthwork: None.

Landscape Improvements:

Phase 1: None.

Phase 2: None.

Phase 3: None.



RECORD OF PROCEEDINGS

PHASE II (FILING NO. 4) CONSTRUCTION MATTERS:

Grading/Earthwork: None.

Drainage and Utilities: None.

Erosion Control: None.

Roadway Improvements:

Paving/Asphalt:

Pay Application No. 18 to the Paving Contract with Martin Marietta Materials, Inc.: Upon a motion duly made by Director Harding, seconded by Director Spezialy and, upon vote unanimously carried, the Board approved Pay Application No. 18 to the Paving Contract with Martin Marietta Materials, Inc. in the amount of \$25,159.32.

Concrete/Striping/Signage: None.

Landscape:

Pay Application No. 12 to the Landscape Contract with Consolidated Divisions, Inc.: Upon a motion duly made by Director Harding, seconded by Director Spezialy and, upon vote unanimously carried, the Board approved Pay Application No. 12 to the Landscape Contract with Consolidated Divisions, Inc. in the amount of \$74,604.75.

Fencing:

Change Order No. 5 to the Fencing Contract with Pure Cycle Corporation for Additional Costs to Install Dog Waste Stations: Upon a motion duly made by Director Harding, seconded by Director Spezialy and, upon vote unanimously carried, the Board approved Change Order No. 5 to the Fencing Contract with Pure Cycle Corporation for additional costs to install seven dog waste stations around the site at the request of the community in an amount not to exceed \$4,000.01.



RECORD OF PROCEEDINGS

PHASE II (FILING NO. 5) CONSTRUCTION MATTERS:

Grading/Earthwork: None.

Drainage and Utilities:

Pay Application No. 8 to the Construction Contract with American West Construction, LLC: Upon a motion duly made by Director Harding, seconded by Director Spezialy and, upon vote unanimously carried, the Board approved Pay Application No. 8 to the Construction Contract with American West Construction, LLC in the amount of \$264,860.00.

Erosion Control: None.

Roadway Improvements:

Paving/Asphalt:

Change Order No. 2 to the Paving Contract with Martin Marietta Materials, Inc. in Reduced Costs Due to the Removal of the Alley Improvement Scope of Work: Upon a motion duly made by Director Harding, seconded by Director Spezialy and, upon vote unanimously carried, the Board approved Change Order No. 2 to the Paving Contract with Martin Marietta Materials, Inc. in reduced costs due to the removal of the alley improvement scope of work, reducing the amount by \$90,414.30.

Concrete/Striping/Signage:

Change Order No. 2 to the Construction Contract with Premier Earthworks & Infrastructure, Inc. for Additional Costs Associated with Winter Protection of Concrete: Upon a motion duly made by Director Harding, seconded by Director Spezialy and, upon vote unanimously carried, the Board approved Change Order No. 2 to the Construction Contract with Premier Earthworks & Infrastructure, Inc. for additional costs associated with winter protection of concrete installed between November 13, 2023 and December 3, 2023 in an amount not to exceed \$4,344.45.

Landscape: None.



RECORD OF PROCEEDINGS

COMMUNITY MANAGEMENT / COVENANT CONTROL / OPERATIONS

Community Manager's Update: Ms. Terrell presented the Community Manager's report to the Board. No action was taken.

Proposal for Trash Removal Services: Ms. Terrell provided an update, noting that one proposal had been received from HBSCO LLC, d/b/a Home Builders Services, and that two additional proposals are anticipated.

2024 Landscaping Services: Attorney Meintzer confirmed the engagement of Consolidated Divisions Inc. through December 2024 for Landscaping Services.

Accounts Receivable Report: Ms. Terrell presented the Accounts Receivable Report to the Board.

Process for Third Delinquency Notices: Director Spezialy presented a draft violation notice to the Board.

Following discussion, the Board approved the following process for notification to homeowners: (1) CLA to mail the two notices that are typically mailed to delinquent homeowners' addresses, not just the property address; (2) If there is no timely response, CLA will send the third and final notice, and notice will also be posted on the front door at delinquent properties; and (3) If no response to third notice after 30 days, CLA will send the delinquent account(s) to Altitude Community Law P.C. for collection. The threshold to trigger third notice is \$300 or two quarters delinquent. The Board authorized Director Spezialy to update the draft notice as discussed and to send same to the Board for final review.

Upon a motion duly made by Director Harding, seconded by Director Knopinski and, upon vote unanimously carried, the Board approved the third notice process as discussed, and directed legal counsel to review and draft an amendment to the collection policy, if necessary.

LEGAL MATTERS

Executive Session: Pursuant to Sections 24-6-402(4)(a), (b) and (e), C.R.S., upon motion duly made by Director Harding, seconded by Director Spezialy, and upon an affirmative vote of at least two-thirds of the quorum present, the Board convened in executive session at 9:18 a.m. for the sole purpose of receiving legal advice related to negotiation of capital contracts as authorized by Section 24-6-402(4)(b) and (e), C.R.S. Furthermore, pursuant to Section 24-6-402(2)(d.5)(II)(B), C.R.S., no record or electronic recording will be kept of those portions of the executive session that, in the opinion of the Board's attorney, constitute privileged attorney-client communication pursuant to Section 24-6-402(4)(b), C.R.S.



RECORD OF PROCEEDINGS

Following discussion, upon a motion duly made by Director Harding, seconded by Director Spezialy and, upon vote unanimously carried, the Board reconvened into regular session at 9:37 a.m.

The Board requested the CAB's legal counsel to conduct additional research regarding capital funding requirements.

OTHER BUSINESS

Quorum for March 8, 2024 Board Meeting: The Board confirmed a quorum for the March 8, 2024 Board meeting.

ADJOURNMENT

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

Respectfully submitted,

By: _____
Secretary for the Meeting



RECORD OF PROCEEDINGS

Attorney Statement REGARDING PRIVILEGED ATTORNEY-CLIENT COMMUNICATION

Pursuant to Section 24-6-402(2)(d.5)(II)(B), C.R.S., I attest that, in my capacity as the attorney representing the Sky Ranch Community Authority Board (the "CAB"), I attended the executive session meeting of the CAB convened on February 9, 2024, for the purpose of receiving legal advice on specific legal questions regarding legal strategy for negotiation of capital contracts, as authorized by Section 24-6-402(4)(b) and (e), C.R.S. I further attest it is my opinion that all of the executive session discussion constituted a privileged attorney-client communication as provided by Section 24-6-402(4)(b) and (e), C.R.S. and, based on that opinion, no further record, written or electronic, was kept or required to be kept pursuant to Section 24-6-402(2)(d.5)(II)(B), C.R.S.

Suzanne Meintzer, Attorney for the CAB

Date:

SKY RANCH COMMUNITY AUTHORITY BOARD
FINANCIAL STATEMENTS
DECEMBER 31, 2023



SKY RANCH COMMUNITY AUTHORITY BOARD
Balance Sheet - Governmental Funds
December 31, 2023

	General	Operations and Maintenance	Alley Assessment Fee	Debt Service (2019 Bonds)	Debt Service (2022 Bonds)	Capital Projects	Regional Improvements	Total
Assets								
Checking Account	\$ 50,580.90	\$ 9,661.18	\$ 9,612.00	\$ 0.21	\$ 0.05	\$ 343,841.57	\$ 1,866.62	\$ 415,562.53
Money Market Account	260,728.79	44,000.00	-	-	-	-	80,000.00	384,728.79
UMB - 2019A Bond Fund	-	-	-	0.20	-	-	-	0.20
UMB - 2019A Revenue Fund	-	-	-	7,246.71	-	-	-	7,246.71
UMB - 2019B Bond Fund	-	-	-	0.16	-	-	-	0.16
UMB - 2019B Revenue Fund	-	-	-	2.79	-	-	-	2.79
UMB - 2019A Bond Principal Fund	-	-	-	0.04	-	-	-	0.04
UMB - 2019A Reserve Fund	-	-	-	918,018.47	-	-	-	918,018.47
UMB - 2022A Reserve Fund	-	-	-	-	1,996,633.48	-	-	1,996,633.48
UMB - 2019A Surplus Fund	-	-	-	451,469.35	-	-	-	451,469.35
UMB - 2022A Surplus Fund	-	-	-	-	335,652.69	-	-	335,652.69
UMB - 2019A Project Fund	-	-	-	-	-	4,921.48	-	4,921.48
UMB - 2019B Project Fund	-	-	-	-	-	796.76	-	796.76
UMB - 2022A Project Fund	-	-	-	-	-	1,762.57	-	1,762.57
UMB - 2022A Interest Fund	-	-	-	-	1,587,860.02	-	-	1,587,860.02
Due from Other Districts	1,134.04	-	-	3,401.46	-	-	376.03	4,911.53
Accounts Receivable	59,036.44	48,175.06	10,179.00	-	-	-	-	117,390.50
Deposits (SEMSWA)	-	-	-	-	-	38,010.00	-	38,010.00
Prepaid Landscaping	-	6,438.95	-	-	-	-	-	6,438.95
Total Assets	\$ 371,480.17	\$ 108,275.19	\$ 19,791.00	\$ 1,380,139.39	\$ 3,920,146.24	\$ 389,332.38	\$ 82,242.65	\$ 6,271,407.02
Liabilities								
Accounts Payable	\$ 62,561.66	\$ 62,984.80	\$ -	\$ -	\$ -	\$ 886,341.85	\$ -	\$ 1,011,888.31
Retainage Payable	-	-	-	-	-	622,094.14	-	622,094.14
Total Liabilities	62,561.66	62,984.80	-	-	-	1,508,435.99	-	1,633,982.45
Fund Balances	308,918.51	45,290.39	19,791.00	1,380,139.39	3,920,146.24	(1,119,103.61)	82,242.65	4,637,424.57
Liabilities and Fund Balances	\$ 371,480.17	\$ 108,275.19	\$ 19,791.00	\$ 1,380,139.39	\$ 3,920,146.24	\$ 389,332.38	\$ 82,242.65	\$ 6,271,407.02

PRELIMINARY DRAFT - SUBJECT TO REVISION

The accompanying financial statements of Sky Ranch Community Authority Board as of and for the period ended December 31, 2023 were not subjected to an audit, review, or compilation by CLA and, we do not express an opinion, conclusion, nor provide any assurance on them.

Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances – governmental funds have been omitted.

SKY RANCH COMMUNITY AUTHORITY BOARD
General Fund Statement of Revenues, Expenditures and Changes in
Fund Balances - Budget and Actual
For the Period Ending December 31, 2023

	<u>Amended Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Public Improvement Fees	\$ 360,000.00	\$ 410,456.25	\$ (50,456.25)
Interest income	-	1,390.63	(1,390.63)
Transfers from Sky Ranch MD No. 1	168,641.00	167,641.54	999.46
Transfers from Sky Ranch MD No. 3	67,856.00	65,773.73	2,082.27
Transfers from Sky Ranch MD No. 5	112,475.00	112,336.73	138.27
Total Revenue	<u>708,972.00</u>	<u>757,598.88</u>	<u>(48,626.88)</u>
Expenditures			
Accounting	80,000.00	81,801.59	(1,801.59)
Auditing	15,800.00	24,800.00	(9,000.00)
Dues and membership	2,500.00	-	2,500.00
Insurance	30,641.00	30,641.00	-
District management	80,000.00	70,495.00	9,505.00
Legal	100,000.00	118,816.75	(18,816.75)
Election	4,787.00	4,786.60	0.40
Contingency	136,272.00	993.45	135,278.55
Total Expenditures	<u>450,000.00</u>	<u>332,334.39</u>	<u>117,665.61</u>
Other Financing Sources (Uses)			
Transfers to other fund	(550,000.00)	(550,000.00)	-
Total Other Financing Sources (Uses)	<u>(550,000.00)</u>	<u>(550,000.00)</u>	<u>-</u>
Net Change in Fund Balances	(291,028.00)	(124,735.51)	(166,292.49)
Fund Balance - Beginning	433,655.00	433,654.02	0.98
Fund Balance - Ending	<u>\$ 142,627.00</u>	<u>\$ 308,918.51</u>	<u>\$ (166,291.51)</u>

PRELIMINARY DRAFT - SUBJECT TO REVISION

The accompanying financial statements of Sky Ranch Community Authority Board as of and for the period ended December 31, 2023 were not subjected to an audit, review, or compilation by CLA and, we do not express an opinion, conclusion, nor provide any assurance on them. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances – governmental funds have been omitted.

SKY RANCH COMMUNITY AUTHORITY BOARD
Operations & Maintenance Fund Statement of Revenues, Expenditures and
Changes in Fund Balances - Budget and Actual
For the Period Ending December 31, 2023

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Administrative Fee	\$ 10,700.00	\$ 15,216.00	\$ (4,516.00)
O&M Fees	420,000.00	466,357.89	(46,357.89)
Other revenue	5,000.00	-	5,000.00
Total Revenue	<u>435,700.00</u>	<u>481,573.89</u>	<u>(45,873.89)</u>
Expenditures			
Community Management	35,000.00	38,387.60	(3,387.60)
Fee Billing and Collection	43,000.00	56,073.26	(13,073.26)
Covenant enforcement	22,000.00	21,600.00	400.00
Legal	15,000.00	14,982.00	18.00
Repairs and maintenance	5,000.00	-	5,000.00
Landscaping	150,000.00	193,203.24	(43,203.24)
Detention Ponds	3,000.00	-	3,000.00
Fencing	6,000.00	-	6,000.00
Holiday Lights	35,000.00	16,255.89	18,744.11
Mailboxes	6,000.00	-	6,000.00
Pet Stations	5,000.00	4,110.00	890.00
Snow removal	30,000.00	45,509.49	(15,509.49)
Parks and recreation	20,000.00	-	20,000.00
Utilities	175,000.00	159,572.62	15,427.38
Operations and Maintenance Reserve	20,000.00	-	20,000.00
Status Letter Processing	15,000.00	20,910.75	(5,910.75)
Community Event	15,000.00	3,549.43	11,450.57
Total Expenditures	<u>600,000.00</u>	<u>574,154.28</u>	<u>25,845.72</u>
Other Financing Sources (Uses)			
Transfers from other funds	100,000.00	-	100,000.00
Total Other Financing Sources (Uses)	<u>100,000.00</u>	<u>-</u>	<u>100,000.00</u>
Net Change in Fund Balances	(64,300.00)	(92,580.39)	28,280.39
Fund Balance - Beginning	117,801.00	137,870.78	(20,069.78)
Fund Balance - Ending	<u>\$ 53,501.00</u>	<u>\$ 45,290.39</u>	<u>\$ 8,210.61</u>

PRELIMINARY DRAFT - SUBJECT TO REVISION

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SKY RANCH COMMUNITY AUTHORITY BOARD
Alley Assessment Fee Fund Statement of Revenues, Expenditures and
Changes in Fund Balances - Budget and Actual
For the Period Ending December 31, 2023

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Alley Assessment Fee	\$ 17,496.00	\$ 11,043.00	\$ 6,453.00
Total Revenue	<u>17,496.00</u>	<u>11,043.00</u>	<u>6,453.00</u>
Expenditures			
Repairs and maintenance	2,250.00	-	2,250.00
Snow removal	21,000.00	-	21,000.00
Contingency	5,199.00	-	5,199.00
Total Expenditures	<u>28,449.00</u>	<u>-</u>	<u>28,449.00</u>
Net Change in Fund Balances	(10,953.00)	11,043.00	(21,996.00)
Fund Balance - Beginning	10,953.00	8,748.00	2,205.00
Fund Balance - Ending	<u>\$ -</u>	<u>\$ 19,791.00</u>	<u>\$ (19,791.00)</u>

PRELIMINARY DRAFT - SUBJECT TO REVISION

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SUPPLEMENTARY INFORMATION

SKY RANCH COMMUNITY AUTHORITY BOARD
Debt Service Fund (2019 Bonds) Schedule of Revenues, Expenditures
and Changes in Fund Balances - Budget and Actual
For the Period Ending December 31, 2023

	<u>Amended Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Interest income	\$ 70,800.00	\$ 82,701.18	\$ (11,901.18)
Transfers from Sky Ranch MD No. 1	843,304.00	838,206.60	5,097.40
Total Revenue	<u>914,104.00</u>	<u>920,907.78</u>	<u>(6,803.78)</u>
Expenditures			
Paying agent fees	7,500.00	7,500.00	-
Bond Interest - 2019A	571,750.00	571,750.00	-
Bond Interest - 2019B	123,800.00	122,915.00	885.00
Bond Principal - 2019B	182,000.00	173,000.00	9,000.00
Bond Principal - 2019A	55,000.00	55,000.00	-
Contingency	9,950.00	-	9,950.00
Total Expenditures	<u>950,000.00</u>	<u>930,165.00</u>	<u>19,835.00</u>
Net Change in Fund Balances	(35,896.00)	(9,257.22)	(26,638.78)
Fund Balance - Beginning	1,389,396.00	1,389,396.61	(0.61)
Fund Balance - Ending	<u>\$ 1,353,500.00</u>	<u>\$ 1,380,139.39</u>	<u>\$ (26,639.39)</u>

PRELIMINARY DRAFT - SUBJECT TO REVISION

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SKY RANCH COMMUNITY AUTHORITY BOARD
Debt Service Fund (2022 Bonds) Schedule of Revenues, Expenditures
and Changes in Fund Balances - Budget and Actual
For the Period Ending December 31, 2023

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Interest income	\$ 30,000.00	\$ 222,196.23	\$ (192,196.23)
Transfers from Sky Ranch MD No. 3	337,082.00	328,906.39	8,175.61
Total Revenue	<u>367,082.00</u>	<u>551,102.62</u>	<u>(184,020.62)</u>
Expenditures			
Paying agent fees	10,000.00	7,000.00	3,000.00
Bond Interest - 2022A	1,342,338.00	1,342,337.50	0.50
Contingency	7,662.00	-	7,662.00
Total Expenditures	<u>1,360,000.00</u>	<u>1,349,337.50</u>	<u>10,662.50</u>
Net Change in Fund Balances	(992,918.00)	(798,234.88)	(194,683.12)
Fund Balance - Beginning	4,666,038.00	4,718,381.12	(52,343.12)
Fund Balance - Ending	<u>\$ 3,673,120.00</u>	<u>\$ 3,920,146.24</u>	<u>\$ (247,026.24)</u>

PRELIMINARY DRAFT - SUBJECT TO REVISION

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SKY RANCH COMMUNITY AUTHORITY BOARD
Capital Projects Fund Schedule of Revenues, Expenditures and Changes in
Fund Balances - Budget and Actual
For the Period Ending December 31, 2023

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Interest income	\$ -	\$ 355.79	\$ (355.79)
Other revenue	-	966,100.73	(966,100.73)
Total Revenue	<u>-</u>	<u>966,456.52</u>	<u>(966,456.52)</u>
Expenditures			
Fees, Permits and Administration	50,000.00	61,103.71	(11,103.71)
Project Management Fee	550,000.00	-	550,000.00
Utility Construction	4,000,000.00	-	4,000,000.00
Legal	50,000.00	-	50,000.00
Landscaping	2,000,000.00	1,007,953.84	992,046.16
Utilities	350,000.00	17,900.00	332,100.00
Streets	4,000,000.00	7,032,760.57	(3,032,760.57)
Engineering and Management	100,000.00	257,018.03	(157,018.03)
Contingency	1,300,000.00	-	1,300,000.00
Total Expenditures	<u>12,400,000.00</u>	<u>8,376,736.15</u>	<u>4,023,263.85</u>
Other Financing Sources (Uses)			
Repay developer advance	(500,000.00)	(2,010,239.87)	1,510,239.87
Developer advance	11,850,000.00	9,750,072.29	2,099,927.71
Developer Advance - Project Management	550,000.00	-	550,000.00
Transfers from other funds	500,000.00	908,140.74	(408,140.74)
Total Other Financing Sources (Uses)	<u>12,400,000.00</u>	<u>8,647,973.16</u>	<u>3,752,026.84</u>
Net Change in Fund Balances	-	1,237,693.53	(1,237,693.53)
Fund Balance - Beginning	-	(2,356,797.14)	2,356,797.14
Fund Balance - Ending	<u>\$ -</u>	<u>\$ (1,119,103.61)</u>	<u>\$ 1,119,103.61</u>

PRELIMINARY DRAFT - SUBJECT TO REVISION

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SKY RANCH COMMUNITY AUTHORITY BOARD
Regional Improvements Fund Schedule of Revenues, Expenditures and
Changes in Fund Balances - Budget and Actual
For the Period Ending December 31, 2023

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Transfers from Sky Ranch MD No. 3	\$ 335,574.00	\$ 327,435.07	\$ 8,138.93
Transfers from Sky Ranch MD No. 5	92,609.00	93,098.44	(489.44)
Total Revenue	<u>428,183.00</u>	<u>420,533.51</u>	<u>7,649.49</u>
Expenditures			
Legal	5,000.00	-	5,000.00
Contingency	38,404.00	-	38,404.00
Total Expenditures	<u>43,404.00</u>	<u>-</u>	<u>43,404.00</u>
Other Financing Sources (Uses)			
Transfers to other fund	(400,000.00)	(358,140.74)	(41,859.26)
Total Other Financing Sources (Uses)	<u>(400,000.00)</u>	<u>(358,140.74)</u>	<u>(41,859.26)</u>
Net Change in Fund Balances	(15,221.00)	62,392.77	(77,613.77)
Fund Balance - Beginning	15,221.00	19,849.88	(4,628.88)
Fund Balance - Ending	<u>\$ -</u>	<u>\$ 82,242.65</u>	<u>\$ (82,242.65)</u>

PRELIMINARY DRAFT - SUBJECT TO REVISION

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SKY RANCH COMMUNITY AUTHORITY BOARD
Schedule of Cash Position
January 31, 2024
Updated as of March 1, 2024

	General Fund	O&M Fee Fund	Alley Assmt Fee Fund	2019 Debt Service Fund	2022 Debt Service Fund	Capital Projects Fund	Regional Improvements Fund	Total
<u>In Bank - Checking Account</u>								
Balance as of 1/31/24	\$ 40,110.03	\$ 34,744.17	\$ 11,367.00	\$ 0.22	\$ 0.05	\$ -	\$ 2,242.65	\$ 88,464.12
Subsequent activities:								
2/05/24 - PIF Deposits (DR Horton)	36,092.67	-	-	-	-	-	-	36,092.67
2/09/24 - Tax Distribution - (SRMD Nos. 1,5)	3,074.73	-	-	10,620.38	-	-	759.99	14,455.10
2/12/24 - Developer Advance/Reimb for Dev. Costs	-	-	-	-	-	390,772.52	-	390,772.52
2/13/24 - Transfer from Money Market Account	53,326.46	-	-	-	-	-	-	53,326.46
2/13/24 - Developer Advance/Reimb for Dev. Costs	-	-	-	-	-	4,587.80	-	4,587.80
2/13/24 - Developer Repayment	-	-	-	-	-	(150,000.00)	-	(150,000.00)
2/22/24 - Developer Advance/Reimb for Dev. Costs	-	-	-	-	-	49,750.00	-	49,750.00
February Checks (1591-1599)	-	(3,145.00)	-	(10,620.38)	-	(319,297.50)	-	(333,062.88)
February ACH Payments	(33,385.44)	(12,831.66)	-	-	-	(125,812.82)	-	(172,029.92)
February O&M Fee Deposits	-	58,333.80	756.00	-	-	-	-	59,089.80
Transfer between Funds	(10,000.00)	(70,000.00)	-	-	-	-	80,000.00	-
Transfers to CPF for Dev Repayment	(70,000.00)	-	-	-	-	150,000.00	(80,000.00)	-
<i>Anticipated balance</i>	<u>19,218.45</u>	<u>7,101.31</u>	<u>12,123.00</u>	<u>0.22</u>	<u>0.05</u>	<u>-</u>	<u>3,002.64</u>	<u>41,445.67</u>
<u>In Bank - Money Market Account</u>								
Balance as of 1/31/24	198,650.94	44,000.00	-	-	-	-	80,000.00	322,650.94
Subsequent activities:								
2/13/24 - Transfer to Checking	(53,326.46)	-	-	-	-	-	-	(53,326.46)
2/29/24 - Interest income	953.55	-	-	-	-	-	-	953.55
Transfer between Funds	10,000.00	70,000.00	-	-	-	-	(80,000.00)	-
<i>Anticipated balance</i>	<u>156,278.03</u>	<u>114,000.00</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>270,278.03</u>
<u>UMB - 2019A Revenue Fund</u>								
Balance as of 1/31/24	-	-	-	10,655.69	-	-	-	10,655.69
<i>Anticipated balance</i>	<u>-</u>	<u>-</u>	<u>-</u>	<u>10,655.69</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>10,655.69</u>
<u>UMB - 2019A Bond Fund</u>								
Balance as of 1/31/24	-	-	-	0.19	-	-	-	0.19
<i>Anticipated balance</i>	<u>-</u>	<u>-</u>	<u>-</u>	<u>0.19</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>0.19</u>
<u>UMB - 2019A Reserve Fund</u>								
Balance as of 1/31/24	-	-	-	922,175.54	-	-	-	922,175.54
<i>Anticipated balance</i>	<u>-</u>	<u>-</u>	<u>-</u>	<u>922,175.54</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>922,175.54</u>
<u>UMB - 2019A Surplus Fund</u>								
Balance as of 1/31/24	-	-	-	453,517.89	-	-	-	453,517.89
<i>Anticipated balance</i>	<u>-</u>	<u>-</u>	<u>-</u>	<u>453,517.89</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>453,517.89</u>
<u>UMB - 2019A Project Fund</u>								
Balance as of 1/31/24	-	-	-	-	-	4,944.88	-	4,944.88
<i>Anticipated balance</i>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>4,944.88</u>	<u>-</u>	<u>4,944.88</u>
<u>UMB - 2019A Bond Principal Fund</u>								
Balance as of 1/31/24	-	-	-	0.04	-	-	-	0.04
<i>Anticipated balance</i>	<u>-</u>	<u>-</u>	<u>-</u>	<u>0.04</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>0.04</u>
<u>UMB - 2019B Revenue Fund</u>								
Balance as of 1/31/24	-	-	-	2.71	-	-	-	2.71
<i>Anticipated balance</i>	<u>-</u>	<u>-</u>	<u>-</u>	<u>2.71</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>2.71</u>
<u>UMB - 2019B Project Fund</u>								
Balance as of 1/31/24	-	-	-	-	-	800.39	-	800.39
<i>Anticipated balance</i>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>800.39</u>	<u>-</u>	<u>800.39</u>
<u>UMB - 2022A Interest Fund</u>								
Balance as of 1/31/24	-	-	-	-	1,595,507.31	-	-	1,595,507.31
<i>Anticipated balance</i>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,595,507.31</u>	<u>-</u>	<u>-</u>	<u>1,595,507.31</u>
<u>UMB - 2022A Reserve Fund</u>								
Balance as of 1/31/24	-	-	-	-	2,006,250.28	-	-	2,006,250.28
<i>Anticipated balance</i>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>2,006,250.28</u>	<u>-</u>	<u>-</u>	<u>2,006,250.28</u>
<u>UMB - 2022A Project Fund</u>								
Balance as of 1/31/24	-	-	-	-	-	1,771.16	-	1,771.16
<i>Anticipated balance</i>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,771.16</u>	<u>-</u>	<u>1,771.16</u>
<u>UMB - 2022A Surplus Fund</u>								
Balance as of 1/31/24	-	-	-	-	337,269.42	-	-	337,269.42
<i>Anticipated balance</i>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>337,269.42</u>	<u>-</u>	<u>-</u>	<u>337,269.42</u>
<i>Anticipated balance</i>	<u>\$ 175,496.48</u>	<u>\$ 121,101.31</u>	<u>\$ 12,123.00</u>	<u>\$ 1,386,352.28</u>	<u>\$ 3,939,027.06</u>	<u>\$ 7,516.43</u>	<u>\$ 3,002.64</u>	<u>\$ 5,644,619.20</u>

Current Yield (as of 1/31/24)

UMB invested in ColoTrust Prime - 5.15%

UMB invested in ColoTrust Plus - 5.45%

Sky Ranch Metropolitan District No. 1
Property Taxes Reconciliation
2024

	Current Year							Prior Year				
	Property Taxes	Delinquent Taxes, Rebates and Abatements	Specific Ownership Taxes	Interest	Treasurer's Fees	Due to County	Net Amount Received	% of Total Property Taxes Received		Total Cash Received	% of Total Property Taxes Received	
								Monthly	Y-T-D		Monthly	Y-T-D
January	\$ 4,929.29	\$ -	\$ 7,889.05	\$ -	\$ (73.94)	\$ -	12,744.40	0.35%	0.35%	\$ 10,994.26	0.65%	0.65%
February							-	0.00%	0.35%	436,106.27	45.51%	46.15%
March							-	0.00%	0.35%	26,629.10	2.16%	48.31%
April							-	0.00%	0.35%	46,956.58	4.43%	52.75%
May							-	0.00%	0.35%	53,830.11	5.09%	57.84%
June							-	0.00%	0.35%	397,651.60	41.42%	99.26%
July							-	0.00%	0.35%	5,184.12	0.00%	99.26%
August							-	0.00%	0.35%	7,101.88	0.10%	99.36%
September							-	0.00%	0.35%	2,164.45	-0.29%	99.07%
October							-	0.00%	0.35%	7,787.63	0.22%	99.30%
November							-	0.00%	0.35%	7,360.27	0.18%	99.48%
December							-	0.00%	0.35%	4,081.87	0.00%	99.48%
	\$ 4,929.29	\$ -	\$ 7,889.05	\$ -	\$ (73.94)	\$ -	\$ 12,744.40	0.35%	0.35%	\$ 1,005,848.14	99.48%	99.48%

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

Property Tax

General Fund	\$ 233,566.00	16.67%	\$ 821.53	0.35%
Debt Service Fund	1,167,867.00	83.33%	4,107.76	0.35%
	<u>\$ 1,401,433.00</u>	<u>100.00%</u>	<u>\$ 4,929.29</u>	<u>0.35%</u>

Specific Ownership Tax

General Fund	\$ 14,014.00	16.67%	\$ 1,314.81	9.38%
Debt Service Fund	70,072.00	83.33%	6,574.24	9.38%
	<u>\$ 84,086.00</u>	<u>100.00%</u>	<u>\$ 7,889.05</u>	<u>9.38%</u>

Treasurer's Fees

General Fund	\$ 3,503.00	16.67%	\$ 12.32	0.35%
Debt Service Fund	17,518.00	83.33%	61.62	0.35%
	<u>\$ 21,021.00</u>	<u>100.00%</u>	<u>\$ 73.94</u>	<u>0.35%</u>

Sky Ranch Metropolitan District No. 3
Property Taxes Reconciliation
2024

	Current Year							Prior Year				
	Property Taxes	Delinquent Taxes, Rebates and Abatements	Specific Ownership Taxes	Interest	Treasurer's Fees	Due to County	Net Amount Received	% of Total Property Taxes Received		Total Cash Received	% of Total Property Taxes Received	
								Monthly	Y-T-D		Monthly	Y-T-D
January	\$ -	\$ -	\$ 4,148.28	\$ -	\$ -	\$ 71,893.31	-	-	\$ 16,524.65	1.86%	1.86%	
February						(4,148.28)	-	-	15,125.21	1.65%	3.51%	
March							-	-	288,241.32	40.67%	44.18%	
April							-	-	229,413.15	32.36%	76.54%	
May							-	-	151,977.61	21.19%	97.73%	
June							-	-	11,021.26	1.03%	98.76%	
July							-	-	5,327.41	0.21%	98.97%	
August							-	-	4,484.58	0.00%	98.97%	
September							-	-	-	-12.65%	86.32%	
October							-	-	-	0.00%	86.32%	
November							-	-	-	1.03%	87.35%	
December							-	-	-	0.00%	87.35%	
\$	-	\$ -	\$ 4,148.28	\$ -	\$ -	\$ 67,745.03	\$ -	\$ -	\$ 722,115.19	87.35%	87.35%	

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

General Fund	\$ 71,721.00	9.73%	\$ -	0.00%
Debt Service Fund	358,646.00	48.67%	-	0.00%
Regional Improvements	306,546.00	41.60%	-	0.00%
\$	736,913.00	100.00%	\$ -	0.00%

Specific Ownership Tax

General Fund	\$ 4,303.00	9.73%	\$ 403.74	9.38%
Debt Service Fund	21,519.00	48.67%	2,018.91	9.38%
Regional Improvements	18,393.00	41.60%	1,725.63	9.38%
\$	44,215.00	100.00%	\$ 4,148.28	9.38%

Treasurer's Fees

General Fund	\$ 1,076.00	9.73%	\$ -	0.00%
Debt Service Fund	5,380.00	48.67%	-	0.00%
Regional Improvements	4,598.00	41.60%	-	0.00%
\$	11,054.00	100.00%	\$ -	0.00%

**Sky Ranch Metropolitan District No. 5
Property Taxes Reconciliation
2024**

	Current Year						Prior Year				
	Property Taxes	Delinquent Taxes, Rebates and Abatements	Specific Ownership Taxes	Interest	Treasurer's Fees	Net Amount Received	% of Total Property Taxes Received		Total Cash Received	% of Total Property Taxes Received	
							Monthly	Y-T-D		Monthly	Y-T-D
January	\$ -	\$ -	\$ 1,710.70	\$ -	\$ -	\$ 1,710.70	0.00%	0.00%	\$ 985.87	0.00%	0.00%
February						-	0.00%	0.00%	998.45	0.00%	0.00%
March						-	0.00%	0.00%	1,253.22	0.00%	0.00%
April						-	0.00%	0.00%	193,628.12	100.00%	100.00%
May						-	0.00%	0.00%	1,133.34	0.00%	100.00%
June						-	0.00%	0.00%	1,040.59	0.00%	100.00%
July						-	0.00%	0.00%	1,053.83	0.00%	100.00%
August						-	0.00%	0.00%	1,238.33	0.00%	100.00%
September						-	0.00%	0.00%	1,026.09	0.00%	100.00%
October						-	0.00%	0.00%	1,129.57	0.00%	100.00%
November						-	0.00%	0.00%	1,118.00	0.00%	100.00%
December						-	0.00%	0.00%	829.76	0.00%	100.00%
	\$ -	\$ -	\$ 1,710.70	\$ -	\$ -	\$ 1,710.70	0.00%	0.00%	\$ 205,435.17	100.00%	100.00%

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

General Fund	\$ 168,886.00	55.57%	\$ -	0.00%
Regional Improvements	135,007.00	44.43%	-	0.00%
	<u>\$ 303,893.00</u>	<u>100.00%</u>	<u>\$ -</u>	<u>0.00%</u>

Specific Ownership Tax

General Fund	\$ 10,133.00	55.57%	\$ 950.71	9.38%
Regional Improvements	8,100.00	44.43%	759.99	9.38%
	<u>\$ 18,233.00</u>	<u>100.00%</u>	<u>\$ 1,710.70</u>	<u>9.38%</u>

Treasurer's Fees

General Fund	\$ 2,533.00	55.57%	\$ -	0.00%
Regional Improvements	2,025.00	44.43%	-	0.00%
	<u>\$ 4,558.00</u>	<u>100.00%</u>	<u>\$ -</u>	<u>0.00%</u>

Sky Ranch Community Authority Board
Accounts Receivables Summary
February 29, 2024

	<u>Fees Billed YTD</u>	<u>Outstanding AR</u>
<u>O&M Fees</u>		
KB Homes	-	1,442.47
Richmond	-	-
Melody Homes	-	(350.70)
Pure Cycle	-	-
Challenger	-	-
Lennar	-	-
Homeowners	97,790.00	12,201.36
Total O&M	<u>97,790.00</u>	<u>13,293.13</u>
<u>Alleyway Fees</u>		
KB Homes	-	-
Melody Homes	-	351.00
Pure Cycle	-	-
Challenger	-	-
Lennar	-	-
Homeowners	2,700.00	3,159.00
Total O&M	<u>2,700.00</u>	<u>3,510.00</u>
<u>PIF</u>		
KB Homes	-	7,970.77
Richmond	-	-
Taylor Morrison	-	(8,191.21)
Lennar	-	29,094.27
Valiant Homes	-	-
DR Horton	36,092.67	-
Challenger	21,087.95	21,087.95
Total PIF	<u>57,180.62</u>	<u>49,961.78</u>

Sky Ranch Community Authority Board
 Accounts Receivables - O&M Fees
 February 29, 2024

Billing Category/Builder	January	February	March	April	May	June	July	August	September	October	November	December	Total	
O&M Fees - Homebuilders														
KB Homes	-	-	-	-	-	-	-	-	-	-	-	-	-	
Richmond	-	-	-	-	-	-	-	-	-	-	-	-	-	
Melody Homes	-	-	-	-	-	-	-	-	-	-	-	-	-	
Pure Cycle	-	-	-	-	-	-	-	-	-	-	-	-	-	
Challenger	-	-	-	-	-	-	-	-	-	-	-	-	-	
Lennar	-	-	-	-	-	-	-	-	-	-	-	-	-	
Amount Due	-	-	-	-	-	-	-	-	-	-	-	-	-	
Payment Received														
KB Homes	(1,442.47)	-	-	-	-	-	-	-	-	-	-	-	(1,442.47)	
Richmond	-	-	-	-	-	-	-	-	-	-	-	-	-	
Melody Homes	(31,154.05)	-	-	-	-	-	-	-	-	-	-	-	(31,154.05)	
Pure Cycle	(2,100.00)	-	-	-	-	-	-	-	-	-	-	-	(2,100.00)	
Challenger	(3,338.80)	-	-	-	-	-	-	-	-	-	-	-	(3,338.80)	
Lennar	(551.91)	-	-	-	-	-	-	-	-	-	-	-	(551.91)	
Total Amount Received	(38,587.23)	-	-	-	-	-	-	-	-	-	-	-	(38,587.23)	
Balance as of 12/31/2023														
O&M Fees AR - Homebuilders														
KB Homes	2,884.94	(1,442.47)	-	-	-	-	-	-	-	-	-	-	1,442.47	
Richmond	-	-	-	-	-	-	-	-	-	-	-	-	-	
Melody Homes	30,803.35	(31,154.05)	-	-	-	-	-	-	-	-	-	-	(350.70)	
Pure Cycle	2,100.00	(2,100.00)	-	-	-	-	-	-	-	-	-	-	-	
Challenger	3,338.80	(3,338.80)	-	-	-	-	-	-	-	-	-	-	-	
Lennar	551.91	(551.91)	-	-	-	-	-	-	-	-	-	-	-	
Total O&M Fees AR	39,679.00	(38,587.23)	-	-	-	-	-	-	-	-	-	-	1,091.77	
O&M Fees - Homeowners														
O&M Fees	97,050.00	-	-	-	-	-	-	-	-	-	-	-	97,050.00	
Transfer Fees	-	800.00	-	-	-	-	-	-	-	-	-	-	800.00	
Late Fee	-	(60.00)	-	-	-	-	-	-	-	-	-	-	(60.00)	
Amount Due	97,050.00	740.00	-	-	-	-	-	-	-	-	-	-	97,790.00	
Payment Received														
	(32,964.19)	(59,089.80)	-	-	-	-	-	-	-	-	-	-	(92,053.99)	
Total O&M Fees AR - Homeowners	6,465.35	64,085.81	(58,349.80)	-	-	-	-	-	-	-	-	-	12,201.36	
Total O&M Fees Billed	97,050.00	740.00	-	-	-	-	-	-	-	-	-	-	97,790.00	
Total Payments Received	(71,551.42)	(59,089.80)	-	-	-	-	-	-	-	-	-	-	(130,641.22)	
Total Outstanding	25,498.58	(58,349.80)	-	-	-	-	-	-	-	-	-	-	(32,851.22)	
													Beginning AR Balance	46,144.35
													Total AR Balance	13,293.13

Sky Ranch Community Authority Board
 Accounts Receivables - Alleyway Fees
 February 29, 2024

Billing Category/Builder	January	February	March	April	May	June	July	August	September	October	November	December	Total
Alleyway Fees - Homebuilders													
KB Homes	-	-	-	-	-	-	-	-	-	-	-	-	-
Melody Homes	-	-	-	-	-	-	-	-	-	-	-	-	-
Pure Cycle	-	-	-	-	-	-	-	-	-	-	-	-	-
Challenger	-	-	-	-	-	-	-	-	-	-	-	-	-
Lennar	-	-	-	-	-	-	-	-	-	-	-	-	-
Amount Due	-	-	-	-	-	-	-	-	-	-	-	-	-
Payment Received													
KB Homes	(189.00)	-	-	-	-	-	-	-	-	-	-	-	(189.00)
Richmond	-	-	-	-	-	-	-	-	-	-	-	-	-
Melody Homes	(297.00)	-	-	-	-	-	-	-	-	-	-	-	(297.00)
Pure Cycle	(270.00)	-	-	-	-	-	-	-	-	-	-	-	(270.00)
Challenger	(459.00)	-	-	-	-	-	-	-	-	-	-	-	(459.00)
Lennar	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Amount Received	(1,215.00)	-	-	-	-	-	-	-	-	-	-	-	(1,215.00)
Balance as of 12/31/2023													
Alleyway Fees - Homebuilders													
KB Homes	189.00	(189.00)	-	-	-	-	-	-	-	-	-	-	-
Richmond	-	-	-	-	-	-	-	-	-	-	-	-	-
Melody Homes	648.00	(297.00)	-	-	-	-	-	-	-	-	-	-	351.00
Pure Cycle	270.00	(270.00)	-	-	-	-	-	-	-	-	-	-	-
Challenger	459.00	(459.00)	-	-	-	-	-	-	-	-	-	-	-
Lennar	-	-	-	-	-	-	-	-	-	-	-	-	-
Total O&M Fees AR	1,566.00	(1,215.00)	-	-	-	-	-	-	-	-	-	-	351.00
Alleyway Fees - Homeowners													
Alleyway Fees	2,700.00	-	-	-	-	-	-	-	-	-	-	-	2,700.00
Amount Due	2,700.00	-	-	-	-	-	-	-	-	-	-	-	2,700.00
Payment Received													
	(540.00)	(756.00)	-	-	-	-	-	-	-	-	-	-	(1,296.00)
Total O&M Fees AR - Homeowners	1,755.00	2,160.00	(756.00)	-	-	-	-	-	-	-	-	-	3,159.00
Total Alleyway Fees Billed													
	2,700.00	-	-	-	-	-	-	-	-	-	-	-	2,700.00
Total Payments Received													
	(1,755.00)	(756.00)	-	-	-	-	-	-	-	-	-	-	(2,511.00)
Total Outstanding													
	945.00	(756.00)	-	-	-	-	-	-	-	-	-	-	189.00
												Beginning AR Balance	3,321.00
												Total AR Balance	<u>3,510.00</u>

Sky Ranch Community Authority Board
 Accounts Receivables - Public Improvement Fees
 February 29, 2024

Billing Category/Builder	January	February	March	April	May	June	July	August	September	October	November	December	Total
PIF													
KB Homes	-	-	-	-	-	-	-	-	-	-	-	-	-
Richmond	-	-	-	-	-	-	-	-	-	-	-	-	-
Lennar	-	-	-	-	-	-	-	-	-	-	-	-	-
Valiant Homes	-	-	-	-	-	-	-	-	-	-	-	-	-
DR Horton	36,092.67	-	-	-	-	-	-	-	-	-	-	-	36,092.67
Challenger	21,087.95	-	-	-	-	-	-	-	-	-	-	-	21,087.95
Amount Due	57,180.62	-	-	-	-	-	-	-	-	-	-	-	57,180.62
Payment Received													
KB Homes	-	-	-	-	-	-	-	-	-	-	-	-	-
Richmond	-	-	-	-	-	-	-	-	-	-	-	-	-
Lennar	-	-	-	-	-	-	-	-	-	-	-	-	-
Valiant Homes	-	-	-	-	-	-	-	-	-	-	-	-	-
DR Horton	(23,640.42)	(36,092.67)	-	-	-	-	-	-	-	-	-	-	(59,733.09)
Challenger	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Amount Received	(23,640.42)	(36,092.67)	-	-	-	-	-	-	-	-	-	-	(59,733.09)
PIF AR													
	Balance as of												
	12/31/2023												
KB Homes	7,970.77	-	-	-	-	-	-	-	-	-	-	-	7,970.77
Richmond	-	-	-	-	-	-	-	-	-	-	-	-	-
Taylor Morrison	(8,191.21)	-	-	-	-	-	-	-	-	-	-	-	(8,191.21)
Lennar	29,094.27	-	-	-	-	-	-	-	-	-	-	-	29,094.27
Valiant Homes	-	-	-	-	-	-	-	-	-	-	-	-	-
DR Horton	23,640.42	12,452.25	(36,092.67)	-	-	-	-	-	-	-	-	-	-
Challenger	-	21,087.95	-	-	-	-	-	-	-	-	-	-	21,087.95
Total PIF AR	52,514.25	33,540.20	(36,092.67)	-	-	-	-	-	-	-	-	-	49,961.78
Total PIF Billed	57,180.62	-	-	-	-	-	-	-	-	-	-	-	57,180.62
Total Payments Received	(23,640.42)	(36,092.67)	-	-	-	-	-	-	-	-	-	-	(59,733.09)
Total Outstanding	33,540.20	(36,092.67)	-	-	-	-	-	-	-	-	-	-	(2,552.47)
													Beginning AR Balance
													52,514.25
													Total AR Balance
													<u>49,961.78</u>

Sky Ranch Community Authority Board
 Developer Advance Summary
 February 29, 2024

Type of Advance	Principal Balance	Accrued Interest	Total Outstanding Developer Advances
Project Management Fee	\$ 2,279,705.75	\$ 518,842.08	\$ 2,798,547.83
Fencing	546,020.52	138,289.61	684,310.13
Advances to CAB for Capital Projects	25,635,148.48	923,303.84	26,558,452.32
Total Advances Due	\$ 28,460,874.75	\$ 1,580,435.53	\$ 30,041,310.28

Sky Ranch Community Authority Board
 Developer Advance - Project Management
 February 29, 2024

Date	Developer Advances	Interest Accrued	<u>Repay Developer Advances</u>		Outstanding balance
			Principal	Interest	
Beginning Balance as of 12/31/23	\$ 2,279,705.75	\$ 496,045.02	\$ -	\$ -	\$ 2,775,750.77
Accrued Interest	-	22,797.06	-	-	2,798,547.83
Total 2024 Advances (Repayments)	-	22,797.06	-	-	
Outstanding Balance as of 2/29/24 (Net of Repayments)	\$ 2,279,705.75	\$ 518,842.08			\$ 2,798,547.83

Sky Ranch Community Authority Board
 Developer Advance - Fencing
 February 29, 2024

Date	Developer Advances	Interest Accrued	<u>Repay Developer Advances</u>		Outstanding balance
			Principal	Interest	
Beginning Balance as of 12/31/23	\$ 546,020.52	\$ 132,829.41	\$ -	\$ -	\$ 678,849.93
Accrued Interest	-	5,460.20	-	-	684,310.13
Total 2024 Advances (Repayments)	-	5,460.20	-	-	
Outstanding Balance as of 2/29/24 (Net of Repayments)	\$ 546,020.52	\$ 138,289.61			\$ 684,310.13

Sky Ranch Community Authority Board
Developer Advance - Capital Projects
February 29, 2024

Date	Developer Advances	Interest Accrued	<u>Repay Developer Advances</u>		Outstanding balance
			Principal	Interest	
Beginning Balance as of 12/31/23	\$24,716,963.56	\$ 674,934.49	\$ -	\$ -	\$ 25,391,898.05
01/16/2024	2,242.50	-	-	-	25,394,140.55
01/16/2024	470,832.10	-	-	-	25,864,972.65
02/12/2024	390,772.52	-	-	-	26,255,745.17
02/13/2024	4,587.80	-	-	-	26,260,332.97
02/22/2024	49,750.00	-	-	-	26,310,082.97
Accrued Interest	-	248,369.35	-	-	26,558,452.32
Total 2024 Advances (Repayments)	918,184.92	248,369.35	-	-	
Outstanding Balance as of 2/29/24 (Net of Repayments)	<u>\$25,635,148.48</u>	<u>\$ 923,303.84</u>			\$ 26,558,452.32

Vendor	Number of Invoices	Sum of Net A/P	Sum of EST. Reimb.	
CAB	17	194,446.24		
Altitude Community Law	1	2,120.00	-	
CliftonLarsonAllen LLP	1	12,377.31	-	
CO Special Dist Prop & Liab	4	1,764.00	-	
Consolidated Divisions Inc	1	6,438.95	-	
Landwise LLC	1	2,740.00	-	
McGeady Becher PC	1	8,954.90	-	
Pet Scoop Inc	1	450.00	-	
Special District Association of CO	4	1,270.28	-	
Taylor Morrison Homes	1	8,191.21	-	
Xcel Energy AUTOPAY	1	139.59	-	
Pure Cycle Corporation	1	150,000.00	-	
Debt Service	1	10,620.38		
UMB	1	10,620.38	-	<i>Payment to be ratified</i>
FFAA	24	778,001.39	778,313.09	
American West Construction LLC	1	437,626.76	460,659.74	
Arapahoe CO Public Works	5	74,750.00	61,466.93	<i>5 Payments to be ratified</i>
Bennett Fire Protection District	1	240.00	197.36	
CMS Environmental Solutions LLC	2	790.00	649.62	
CTL Thompson Incorporated	2	9,091.50	7,475.94	
IDES LLC	1	11,228.64	11,228.64	
KT Engineering LLC	2	39,655.00	32,608.31	
LSC Transportation	1	304.25	250.18	
Martin Marietta Materials Inc	1	25,159.32	25,159.32	
MPi Designs	1	2,375.00	1,952.96	
PCS Group Inc	2	8,952.00	7,361.23	
Premier Earthworks & Infrastructure	2	149,384.87	154,136.31	
SE Metro Stormwater Authority	2	4,747.80	3,904.12	<i>1 Payment to be ratified</i>
Westwood Professional Services	1	13,696.25	11,262.43	
Grand Total	42	983,068.01	778,313.09	

03 - Sky Ranch Community Autho
AP - Accounts Payable
Detailed Aged Payables List
As of Feb29/24
Aged by Invoiced Date

Supplier Code	Supplier Name	Invoice Number	Invoice Date	Net A/P	EST. Reimb.	Funding Source	
1249	Pure Cycle Corporation	Interest Payment	2/13/2024	150,000.00		n/a CAB	<i>Ratify</i>
1171	Altitude Community Law	905091	1/24/2024	2,120.00		n/a CAB	
1242	CliftonLarsonAllen LLP	L241065540	2/26/2024	12,377.31		n/a CAB	
1010	CO Special Dist Prop & Liab	052204	2/1/2024	441.00		n/a CAB	
1010	CO Special Dist Prop & Liab	052205	2/1/2024	441.00		n/a CAB	
1010	CO Special Dist Prop & Liab	052206	2/1/2024	441.00		n/a CAB	
1010	CO Special Dist Prop & Liab	052207	2/1/2024	441.00		n/a CAB	
1117	Consolidated Divisions Inc	2012717	2/1/2024	6,438.95		n/a CAB	
1018	Landwise LLC	005559	2/2/2024	2,740.00		n/a CAB	
1060	McGeady Becher PC	116109512	1/31/2024	8,954.90		n/a CAB	
1011	Pet Scoop Inc	524483	1/31/2024	450.00		n/a CAB	
1050	Special District Association of CO	SRCAB24	2/19/2024	562.12		n/a CAB	
1050	Special District Association of CO	SRM124	2/19/2024	237.75		n/a CAB	
1050	Special District Association of CO	SRM324	2/19/2024	234.11		n/a CAB	
1050	Special District Association of CO	SRM524	2/19/2024	236.30		n/a CAB	
1333	Taylor Morrison Homes	030124	3/1/2024	8,191.21		n/a CAB	
1150	Xcel Energy AUTOPAY	866688274	2/21/2024	139.59		n/a CAB	
1240	UMB	2019A-0124	2/5/2024	10,620.38		n/a Debt Service	<i>Ratify</i>
CAB1014	American West Construction LLC	F5WUPAY9	2/25/2024	437,626.76	460,659.74	FFAA	
CAB1112	Arapahoe CO Public Works	AA24-002	2/14/2024	5,000.00	4,111.50	FFAA	<i>Ratify</i>
CAB1112	Arapahoe CO Public Works	AA24-003	2/14/2024	5,250.00	4,317.08	FFAA	<i>Ratify</i>
CAB1112	Arapahoe CO Public Works	PF24-001	2/14/2024	17,500.00	14,390.25	FFAA	<i>Ratify</i>
CAB1112	Arapahoe CO Public Works	PF24-002	2/21/2024	22,000.00	18,090.60	FFAA	<i>Ratify</i>
CAB1112	Arapahoe CO Public Works	ASP24-003	2/29/2024	25,000.00	20,557.50	FFAA	<i>Ratify</i>
CAB14	Bennett Fire Protection District	000576	2/21/2024	240.00	197.36	FFAA	
CAB1225	CMS Environmental Solutions LLC	164481	2/1/2024	395.00	324.81	FFAA	
CAB1225	CMS Environmental Solutions LLC	164633	2/1/2024	395.00	324.81	FFAA	
CAB1145	CTL Thompson Incorporated	695779	2/29/2024	2,146.50	1,765.07	FFAA	
CAB1145	CTL Thompson Incorporated	695781	2/29/2024	6,945.00	5,710.87	FFAA	
CAB1120	IDES LLC	037929	1/31/2024	11,228.64	11,228.64	FFAA	
CAB1115	KT Engineering LLC	003210	1/31/2024	5,300.00	4,358.19	FFAA	
CAB1115	KT Engineering LLC	003211	1/31/2024	34,355.00	28,250.12	FFAA	
CAB1195	LSC Transportation	069858	2/7/2024	304.25	250.18	FFAA	
CAB1324	Martin Marietta Materials Inc	F4PAVPAY18	1/25/2024	25,159.32	25,159.32	FFAA	
CAB1090	MPi Designs	002045	2/19/2024	2,375.00	1,952.96	FFAA	
CAB1170	PCS Group Inc	016381	2/13/2024	7,447.50	6,124.08	FFAA	
CAB1170	PCS Group Inc	016382	2/13/2024	1,504.50	1,237.15	FFAA	
CAB1080	Premier Earthworks & Infrastructure	F4CSSPAY23	2/25/2024	59,107.44	59,107.44	FFAA	
CAB1080	Premier Earthworks & Infrastructure	F5CSSPAY2	2/25/2024	90,277.43	95,028.87	FFAA	
CAB1040	SE Metro Stormwater Authority	005072	1/31/2024	4,587.80	3,772.55	FFAA	<i>Ratify</i>
CAB1040	SE Metro Stormwater Authority	005166	2/22/2024	160.00	131.57	FFAA	
CAB1125	Westwood Professional Services	1240201289	2/16/2024	13,696.25	11,262.43	FFAA	
				<u>983,068.01</u>	<u>778,313.09</u>		
				194,446.24		CAB	
				10,620.38		Debt Service	
				<u>778,001.39</u>		FFAA	
				<u>983,068.01</u>			

Sky Ranch CAB – Project Manager Board Report

Date: 03/08/24

DESIGN AND CONSTRUCTION

Status Report and Progress Updates

Phase I (Filings 1-3)

- Grading, Utilities and Streets – final acceptance granted for all phases
- Maintaining SEMSWA and Urban Drainage compliance – field work complete – working on turnover/acceptance long-term expectations

Phase II (Filings 4-7)

- ASP/Plat/CDs – Filing 5 Complete; Filing 6 re-plat amendment; Filing 7 re-lotting
- Grading/GESC – Filing 6 underway
- Utilities – Filing 4 complete; Filing 5 sanitary sewer complete, water 90% complete, storm 90% complete
- Streets – Filing 4 complete – working on punch list for acceptance; Filing 5 bids – award to MMM for paving and PEI for concrete
- I70 Interchange – improvements complete
- School status – school open; minor punch list items; pre-programming high school (delayed 1-yr)

BUDGET

- Budget review – no changes

CONTRACTS, CHANGE ORDERS AND TASK ORDERS

Phase II

- American West, CO#3, \$80,759.74 – diversion road, water and storm amendments
- CDI, CO#10, \$108,501.40 – E 8th PI ROW landscaping adjacent to school parcel
- KT Engineering, TO#20, (\$48,875.00) – deduct original grading and transfer to new contract
- KT Engineering, TO#21, \$5,300.00 – Filing 4 asbuilts and Monaghan and 10th staking
- KT Engineering, TO#22, \$8,895.00 – Filing 5 dry utility staking
- PEI – Filing 4, CO#27, \$10,267.34 – 10th and Monaghan traffic control plans and barricades
- PEI – Filing 4, CO#28, \$51,541.17 – County acceptance punch list R&R
- PEI – Filing 5, CO#3, \$90,684.42 – median concrete
- PEI – Filing 5, CO#4, \$24,840.40 – inlet throats
- Pure Cycle GESC, CO#2, \$111,158.00 – maintenance from July-Dec
- Westwood, TO#2, \$81,800.00 – Filing 6 and Filing 7 re-lotting

Sky Ranch Phase 2 Quad 2a (Filing 4) - CAB Contracts Summary

Activity Description	Vendor	Total Contracts	Total Invoices	Total Retainage	Total Reimbursable	% Complete	Remaining to Spend
Planning and Engineering	Aquatech	-	-	-	-	0%	-
Fees, Permits and Administration	Arapahoe County	122,156.37	122,156.37	-	100,449.18	100%	-
Grading	Bemas	1,004,412.34	1,004,412.35	-	522,294.42	100%	(0.01)
Landscaping	CDI	1,845,827.98	1,196,280.70	59,814.04	1,196,280.70	65%	649,547.28
Fees, Permits and Administration	CDPHE	660.59	660.59	-	543.20	100%	-
Erosion Control	CMS	5,467.50	4,522.03	-	3,718.52	83%	945.47
Geotech	Cole Garner	836.50	-	-	-	0%	836.50
Fees, Permits and Administration	Colorado Geological Survey	123.02	123.02	-	101.16	100%	-
Water	Copeland	3,457.18	3,457.18	-	-	100%	-
Planning and Engineering	CTL Thompson	2,975.00	1,105.00	-	908.64	37%	1,870.00
Geotech	CTL Thompson	296,893.95	298,731.57	-	245,650.75	101%	(1,837.62)
Planning and Engineering	CVL Consultants	533,243.01	531,090.25	-	436,715.51	100%	2,152.76
Planning and Engineering	David Evans	1,755.00	-	-	-	0%	1,755.00
Planning and Engineering	ERC	2,129.48	2,129.48	-	1,751.08	100%	(0.00)
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	101,250.00	84,167.60	-	-	83%	17,082.41
Survey	KT Engineering	282,042.75	276,184.55	-	228,784.48	98%	5,858.20
Planning and Engineering	LSC	17,793.00	16,943.45	-	13,932.60	95%	849.55
Asphalt	Martin Marietta	4,075,918.59	4,065,917.97	203,295.90	4,065,917.97	100%	10,000.62
Legal Title	McGeady Becher	61.99	61.99	-	-	100%	-
Planning and Engineering	MPI Designs	17,361.25	15,584.75	-	12,815.34	90%	1,776.50
Sanitary Sewer	Nelson	1,669,433.27	1,669,433.28	(12,632.51)	1,669,433.28	100%	(0.01)
Water	Nelson	1,802,743.87	1,802,743.87	(3,458.13)	1,802,743.87	100%	-
Storm Sewer	Nelson	3,854,551.61	3,854,551.98	(25,774.11)	3,854,551.98	100%	(0.37)
Asphalt	Nelson	707,856.20	707,856.20	35,392.81	707,856.20	100%	-
Planning and Engineering	PCS Group	148,284.19	143,432.44	-	117,944.49	97%	4,851.75
Concrete	PEI	2,316,421.26	2,263,884.01	60,576.06	2,263,884.01	98%	52,537.25
Warranty and Turnover	PEI	-	-	-	-	0%	-
Landscaping	Pure Cycle Fencing	347,744.88	249,005.22	12,450.26	249,005.22	72%	98,739.66
Erosion Control	Pure Cycle GESC	698,275.85	370,448.09	18,522.40	304,624.15	53%	327,827.76
Fees, Permits and Administration	Rangeview	490,091.98	490,091.98	-	403,002.64	100%	-
Fees, Permits and Administration	SEMSWA	24,842.53	24,842.53	-	20,428.02	100%	-
District	Sentinel	350.53	350.53	-	350.53	100%	-
Planning and Engineering	Studio DH	1,350.00	1,350.00	-	1,350.00	100%	-
Planning and Engineering	Studio Lightning	2,890.00	2,890.00	-	2,376.45	100%	-
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%	-
Total		20,387,438.06	19,212,645.36	348,186.72	18,235,212.49	32	1,174,792.70

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

Activity Description	Vendor	Total Contracts	Total Invoices	Total Retainage	Total Reimbursable	% Complete	Remaining to Spend
Sanitary Sewer	American West	1,461,078.50	1,461,078.50	73,053.93	1,461,078.50	100%	-
Water	American West	1,289,465.74	1,003,326.00	50,166.30	1,003,326.00	78%	286,139.74
Storm Sewer	American West	1,210,976.00	890,456.00	44,522.80	890,456.00	74%	320,520.00
Planning and Engineering	Aquatech	3,900.00	-	-	-	0%	3,900.00
Fees, Permits and Administration	Arapahoe County	116,865.44	116,865.44	-	96,098.45	100%	-
Grading	Bemas	1,004,412.34	1,004,412.35	-	522,294.42	100%	(0.01)
Landscaping	CDI	217,079.53	70,369.46	3,518.47	70,369.46	32%	146,710.07
Fees, Permits and Administration	CDPHE	611.66	611.66	-	502.97	100%	-
Erosion Control	CMS	12,172.50	7,937.06	-	6,526.75	65%	4,235.44
Geotech	Cole Garner	41.83	-	-	-	0%	41.83
Fees, Permits and Administration	Colorado Geological Survey	113.90	112.05	-	92.14	98%	1.85
Water	Copeland	203.36	203.36	-	-	100%	-
Planning and Engineering	CTL Thompson	175.00	65.00	-	53.45	37%	110.00
Geotech	CTL Thompson	247,949.35	127,928.51	-	105,197.23	52%	120,020.84
Planning and Engineering	CVL Consultants	500,107.59	493,173.87	-	405,536.87	99%	6,933.72
Planning and Engineering	David Evans	1,625.00	-	-	-	0%	1,625.00
Planning and Engineering	ERC	3,971.50	1,971.75	-	1,621.37	50%	1,999.76
Planning and Engineering	ERO	1,811.23	1,811.23	-	1,489.37	100%	-
Water	Ferguson	339.41	339.41	-	339.41	100%	-
District	IDES	93,750.00	99,428.98	-	-	106%	(5,678.98)
Survey	KT Engineering	178,935.75	76,656.15	-	63,035.32	43%	102,279.60
Planning and Engineering	LSC	16,475.00	15,688.39	-	12,900.56	95%	786.61
Asphalt	Martin Marietta	3,264,225.13	239,171.65	11,958.58	239,171.65	7%	3,025,053.48
Legal Title	McGeady Becher	57.40	57.40	-	-	100%	-
Planning and Engineering	MPI Designs	9,381.25	7,471.75	-	6,144.02	80%	1,909.50
Sanitary Sewer	Nelson	98,201.95	98,201.95	(743.09)	98,201.95	100%	-
Water	Nelson	223,468.24	223,468.24	(203.42)	223,468.24	100%	-
Storm Sewer	Nelson	226,738.34	226,738.35	(1,516.12)	226,738.35	100%	(0.01)
Asphalt	Nelson	41,638.60	41,638.60	2,081.93	41,638.60	100%	-
Planning and Engineering	PCS Group	138,040.90	132,807.79	-	109,207.84	96%	5,233.11
Concrete	PEI	2,306,675.81	534,016.93	23,605.66	534,016.93	23%	1,772,658.88
Landscaping	Pure Cycle Fencing	20,455.58	14,647.37	732.37	14,647.37	72%	5,808.21
Erosion Control	Pure Cycle GESC	406,172.55	57,791.06	2,889.55	47,522.32	14%	348,381.49
Fees, Permits and Administration	Rangeview	46,328.94	46,328.94	-	38,096.29	100%	-
Fees, Permits and Administration	SEMSWA	23,777.88	23,777.88	-	19,552.55	100%	-
District	Sentinel	357.12	357.12	-	357.12	100%	-
Planning and Engineering	Studio DH	1,250.00	1,250.00	-	1,250.00	100%	-
Planning and Engineering	Studio Lightning	365.00	170.00	-	139.79	47%	195.00
Fees, Permits and Administration	Tri-County Health	222.50	226.70	-	186.42	102%	(4.20)
Planning and Engineering	Underground Consulting	250.00	250.00	-	205.58	100%	-
-	-	-	-	-	-	0%	-
Total		9,204,247.58	3,665,946.39	42,323.94	2,886,602.78	27	5,538,301.19

SKY RANCH COMMUNITY AUTHORITY BOARD

Board Meeting Project Status

March 8th, 2024



Filing 5
(View: East)

Cost Certification Reports

Phase I (Filing Nos. 1 – 3)

None

Phase II (Filing Nos. 4 – 7)

None

Construction Contract Documents

Phase I (Filing Nos. 1 – 3)

None

Phase II (Filing Nos. 4 – 7)

Filing 4 Landscape – Consolidated Divisions Inc.

Recommended for Approval:

Change Orders

- Change Order #10: \$108,501.40 in additional costs to install streetscaping along the offsite school frontage roads.

Filing 4 Erosion Control – Pure Cycle

Recommended for Approval:

Pay Applications

- Pay Application #10 is recommended for payment of \$36,284.30 (\$28,423.00 District; \$9,771.00 Non-District; \$1,909.70 Retained)
 - \$477,340.28 Billed to Date, \$23,867.01 Retained, \$453,473.27 Paid to Date.

Filing 4 Concrete – Premier Earthworks & Infrastructure

Recommended for Approval:

Change Orders

- Change Order #27: \$10,267.34 in additional costs related to traffic control for work performed on the intersection of Monaghan Rd and E 10th Ave.

- Change Order #28: \$51,541.17 in addition for probationary punch list items that were required for acceptance of the Right of Way. Items included were for issues that were not related to workmanship or damage caused by identifiable parties.

Pay Applications

- Pay Application #23 is recommended for payment of \$59,107.44 (\$59,107.44 District, \$0.00 Non-District, \$0.00 Retained)
 - \$2,867,178.12 Billed to Date, \$61,903.68 Retained, \$2,805,274.44 Paid to Date.

Filing 5 GESG – Pure Cycle

Recommended for Approval:

Change Orders

- Change Order #2: \$111,158.00 in additional erosion control costs from July of 2023 to December of 2023

Pay Applications

- Pay Application #2 is recommended for payment of \$124,956.35 (\$60,342.12 District; \$54,190.88 Non-District; \$6,576.65 Retained)
 - \$167,533.00 Billed to Date, \$8,376.65 Retained, \$159,156.35 Paid to Date.

Filing 5 Wet Utilities – American West Construction

Recommended for Approval:

Change Orders

- Change Order #3: \$80,759.74 in additional costs associated with water and storm utility changes due to field conditions and project specifications not anticipated with the bid.

Pay Applications

- Pay Application #9 is recommended for payment of \$437,626.76 (\$138,209.74 District; \$322,450.00 Non-District; \$23,032.98 Retained)
 - \$4,309,198.74 Billed to Date. \$215,459.93 Retained. \$4,093,738.81 Paid to Date.

Filing 5 Concrete – Premier Earthworks & Infrastructure

Recommended for Approval:

Change Orders

- Change Order #3: \$90,684.42 for additional costs to add concrete splash blocks on Monaghan Rd, E 6th Ave, and E 8th PI due to changes in landscape design.
- Change Order #4: \$24,840.40 for additional costs to install inlet throats on the type R inlets located in filing 5.

Pay Applications

- Pay Application #2 is recommended for payment of \$90,277.43 (\$95,028.87 District, \$0.00 Non-District, \$4,751.44 Retained)
 - \$471,082.36 Billed to Date, \$24,793.80 Retained, \$471,082.36 Paid to Date.

Contractor / Vendor Agreements

Phase I (Filing Nos. 1 – 3)

None

Phase II (Filing Nos. 4 – 7)

Filing 5 Fencing

- Bids were received March 1st, 2024. IDES will review the received proposals and provide a recommendation at the April board meeting.

Filing 6 Wet Utilities

- Bids will be due March 14, 2024.

Sky Ranch CAB Site Photos



Filing 5: Water Service Installation
(View: East)



Offsite: Intersection of N Carrie St & E 8th Pl
(View: Northwest)



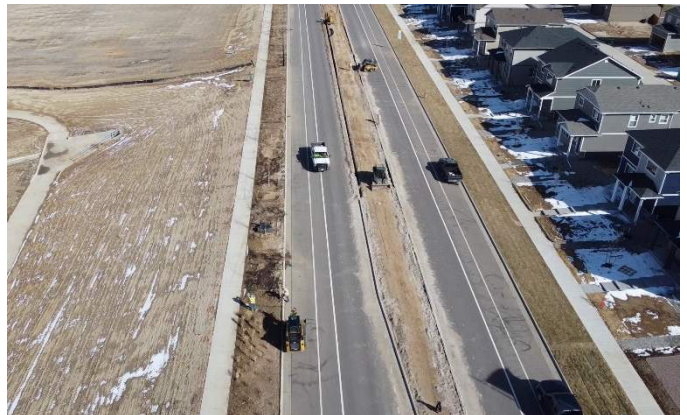
Filing 5: Sleeving installation
(View: Southeast)



Filing 6: Tract G
(View: North)



Filing 4: Concrete Splash Blocks on E 6th Ave
(View: Southwest)



Filing 4: E 8th Ave Streetscaping Installation
(View: East)



Manager Memorandum

TO: Sky Ranch Community Authority Board

FROM: Celeste Terrell, District Community Manager, CliftonLarsonAllen LLP

RE: Outline of all items processed since last meeting

MEETING DATE: Friday, March 8th, 2024

ACC Requests

6 architectural requests have been approved since the last meeting. Requests were for fences, a shed, landscaping and solar. There was one request a front yard fence which is not permitted and was denied. There are currently 2 requests for a fence and a chicken coop that are open awaiting additional information from the owners.

Violation Report

Inspection of the Community was completed on February 22nd resulting in 65 violation notices being sent to owners. Violations were for visible trash cans, holiday decorations, unapproved modifications, landscaping and commercial vehicle parking.

Trash/Recycling Proposals

We have received 2 proposals for trash and recycling services for the residents. Both companies performed a site visit and confirmed they could service the alley homes from the alley. Proposals are for once weekly trash service and every other week recycle service. Proposals are included in the packet and highlights of each proposal can be found on the next page. Current trash provider (Waste Management) is currently charging owners \$12.55 per month for trash and recycling plus additional fees which equals out to be approximately \$15 per month.

Please let us know if there are any questions.

Celeste Terrell, CMCA, AMS
Community Manager



Trash and Recycling Services Proposal Information

Comparison Chart

	<u>Waste Connections</u>		<u>HBS</u>
Cart Size	96 gallon		95 gallon
Monthly Flat Fee	\$15.75/month		\$15.25/month
Contract	5 year contract		3 year contract
Additional Bin Fee	\$6/month		\$5/month
Extra Service			includes 3 extra bags or bundles weekly to each resident at no additional cost

Waste Connections

- 96 gallon carts for trash and recycling
- \$15.75 per month billed to owners- flat fee- no extra fees are included
- 5 year contract
- No price increase for the first year, not to exceed 6% per year for remaining term of contract
- Additional waste container can be requested at a cost of \$6 per month

HBS

- 95 gallon carts for trash and recycling
- \$15.25 per month billed to owners- flat fee- no extra fees are included
- 3 year contract
- No price increase for 1st year, not to exceed 6% increase per year for remaining term of contract
- Additional waste container can be requested at a cost of \$5 per month
- Includes 3 extra bags or bundles of trash or yard waste weekly to each resident at no additional cost.



Violations Summary

47

Sky Ranch Community Authority Board

From 02/22/2024 to 02/23/2024

Violation Type / Item	Escalation	Item Count	# Letters	# Violations
Covenant Violation	Open			
Holiday Decorations	Level First Notice	25		
	Total Items / Letters Open	25	25	
	Total Covenant Violation	25	25	25
Landscaping	Open			
Unightly Conditions	Level First Notice	1		
Unightly Conditions	Level Fine Notice - \$50	1		
	Total Items / Letters Open	2	2	
	Total Landscaping	2	2	2
Trash	Open			
Trash	Level First Notice	27		
Trash	Level Second Notice-\$25	5		
Trash	Level Fine Notice - \$50	2		
	Total Items / Letters Open	34	34	
	Total Trash	34	34	34
Unapproved Modifications	Open			
Unapproved Shed	Level First Notice	1		
Unapproved Shed	Level Second Notice-\$25	2		
	Total Items / Letters Open	3	3	
	Total Unapproved Modifications	3	3	3
Vehicles and Parking	Open			



Violations Summary

48

Sky Ranch Community Authority Board

From 02/22/2024 to 02/23/2024

Violation Type / Item	Escalation	Item Count	# Letters	# Violations
Vehicles and Parking	Open			
Commercial Vehicle must be parked in garage	Level First Notice	1		
	Total Items / Letters Open	1	1	
	Total Vehicles and Parking	1	1	1
	Total for Sky Ranch Community Authority Board	65	65	65

HBS SOLID WASTE AND NON-REBATE RECYCLING SERVICES AGREEMENT

This Solid Waste and Non-Rebate Recycling Services Agreement (“**Agreement**”) dated as of **01/24/24** (“**Effective Date**”), is between HBSCO LLC, a Colorado limited liability company, d/b/a HBS Trash Services, located at 9250 E Costilla Ave, Greenwood Village CO (“**Company**”) and **Sky Ranch Community C/O CLA-CliftonLarsonAllen** (“**Customer**”). Company and Customer may be referred to herein as the “**Parties**” or each a “**Party**.” The Parties shall attach a “**Service Summary**” as Exhibit A to this Agreement which shall be subject to and exclusively governed by the terms and conditions contained in this Agreement. The Parties may update the Service Summary from time to time upon the mutual written consent of the Parties. The terms of the body of this Agreement shall prevail over any inconsistent terms in a Service Summary.

1. **SERVICES RENDERED.** Customer grants to Company the exclusive right, and Company, through itself and its subsidiaries and corporate affiliates, shall furnish Equipment, as defined in the Service Summary, and services to collect and dispose of and/or recycle Customer’s Waste and Recycling Materials, as defined below (the “**Services**”). **Service collection by Company shall be as set forth in the Service Summary.** For purposes of this Agreement, “**Waste Materials**” means all non-hazardous solid waste, organic waste and Recyclable Materials (as defined in Section 13 below) generated by Customer or at the address provided by Customer in the Service Summary for pick-up (the “**Service Address**”). Waste Materials exclude: any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio- hazardous regulated medical or hazardous waste; toxic substance or material as defined by, characterized or listed under applicable federal, state, or local laws and regulations; and any materials containing information protected by federal, state or local privacy and security laws and regulations (“**Excluded Materials**”). Title to and liability for Excluded Materials shall remain with Customer at all times. Title to Customer’s Waste Materials is transferred to Company upon Company’s receipt or collection unless otherwise provided in this Agreement or applicable law.

2. **TERM.** The Term of this Agreement shall begin on _____ and will continue for **36 Months** (the “**Initial Term**”) and shall automatically renew for two successive one-year (1) year periods after the end of the Initial Term (the “**Term**”).

3. **TERMINATION.** Either party may terminate this Agreement for any reason upon at least ninety (90) days prior written notice to the other Party before the end of the Initial Term and, after the Initial Term, thirty (30) days prior to the end of the then-existing term (“**No Cause Termination**”). If either Party fails to cure its material breach of this Agreement within five (5) business days of its receipt of a written demand from the other Party to correct such breach, the non-breaching party may terminate this Agreement upon written notice. If Company increases the Charges, as defined below, payable by Customer hereunder for reasons other than as set forth in Section 4 below, Customer shall have the right to terminate this Agreement by written notice to Company no later than thirty (30) days after Company notifies Customer of such increase in Charges in writing. If Customer so notifies Company of its termination of this Agreement, such termination shall be of no force and effect if Company withdraws or removes such increase within fifteen (15) days after Customer provides timely notification of termination. Upon termination of this Agreement for any reason, in addition to any other amounts that may be due pursuant to this Agreement, Customer shall pay Company for all Services rendered prior to the effective date of termination.

4. **CHARGES; PAYMENTS; ADJUSTMENTS.** Within thirty (30) days of the date of an invoice, Customer shall pay any and all charges, fees and other amounts payable under this Agreement for the Services and/or Equipment furnished by Company (“**Charges**”). Company reserves the right, upon written notice to Customer, to increase the Charges payable by Customer during the Term: (a) for any

changes to, or differences between, the actual equipment and services provided by Company to Customer and those specified on the Service Summary; (b) to cover any increases in disposal and/or third party transportation costs, including fuel surcharges; and (c) to cover increased costs due to changes in local, state or federal laws or regulations and imposition of taxes, fees or surcharges. Notwithstanding the foregoing, in the event that: (i) the Equipment is overloaded, (ii) Company collects additional Waste Materials or Recyclable Materials that are left outside of the Equipment, or (iii) Company's access to the Equipment is obstructed, Company shall immediately increase the Charges for such items. The increased Charges shall be binding and enforceable against Customer under this Agreement. In the event that payment is not made when due, Company retains the right to suspend service until the past due balance is paid in full. In the event that Service is suspended in excess of fifteen (15) days, Company may terminate this Agreement for such default and recover any equipment and all amounts owed hereunder, including any outstanding fees and liquidated damages under Section 7.

5. **CHANGES.** Changes in the frequency of collection service, schedule, number, capacity and/or type of equipment and any changes to amounts payable under this Agreement may be agreed to orally, in writing, by payment of the invoice or by the actions and practices of the parties.

6. **EQUIPMENT, ACCESS.** All Equipment furnished by Company shall remain its property; however, Customer shall have care, custody and control of the Equipment and shall be liable for all loss or damage to the Equipment and for its contents while at Customer's location. Customer shall not overload, move or alter the Equipment and shall use it only for its intended purpose. At the termination of this Agreement, Customer shall return the Equipment to Company in the condition in which it was provided, normal wear and tear excepted. Customer shall provide safe and unobstructed access to the Equipment on the scheduled collection day. Company shall not be responsible for any damage to the Customer's pavement or any other surface resulting from the Equipment or Company's Services, unless Company was grossly negligent or reckless.

7. **LIQUIDATED DAMAGES.** In the event Customer terminates this Agreement for a No Cause Termination or in the event Company terminates this Agreement for Customer's default, Customer shall pay the following liquidated damages: (a) if the remaining Term under this Agreement is three (3) or more months, Customer shall pay the average of its three (3) most recent monthly Charges multiplied by three (3); or (b) if the remaining Term under this Agreement is less than three (3) months, Customer shall pay the average of its three (3) most recent monthly Charges will be 3 months penalty in the Term. Customer acknowledges that the actual damage to Company in the event of termination is difficult to fix or prove, and the foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to Company resulting from such termination and is an agreed upon fee and is not imposed as a penalty.

8. **REPRESENTATIONS AND WARRANTIES.**

- a. **Mutual.** Each Party represents and warrants that: (1) it is a legal entity duly organized, validly existing and in good standing; (2) it has all requisite corporate power and authority to execute, deliver and perform its obligations hereunder; and (c) it will comply with all laws and regulations applicable to the performance of its obligations hereunder and will obtain all applicable permits and licenses required of it in connection with its obligations hereunder.
- b. **Customer.** Customer represents and warrants that: (1) the materials to be collected under this Agreement shall be only Waste Materials; (2) it will not deposit or permit the deposit for collection of any Excluded Materials; (3) Customer's property is sufficient to bear the weight of Company's equipment and vehicles; (4) if Customer is using Company's Recycling Services as provided in Section 13, Customer in their best effort shall provide all Recyclable Materials to Company in

accordance with Company's specifications and will not include Unacceptable Materials in the Recyclable Materials; and (5) Customer shall ensure all of its affiliates, employees, agents, contractors, representatives, and homeowners receiving Services from Company under the terms of this Agreement ("**Representatives**") abide by all of the terms of this Agreement. Customer shall be responsible to Company for its Representatives. Company cannot be held liable if landfill rejects load is contaminated by Customer best effort as company will attempt to recycle with its best effort also.

- c. Company. Company represents and warrants that the Services shall be performed in a professional and workmanlike manner.

9. **INSURANCE**. Company shall, in a manner satisfactory to Customer, maintain at its own expense until the termination of this Services, the following insurance:

(a) Worker's Compensation and Employer's Liability:

- (i) Meeting the Colorado statutory requirements.
- (ii) Coverage "B" Employer's Liability -Limit \$ 500,000.

(b) Comprehensive General Liability:

- (i) Comprehensive General Liability Form, including Premises Operations, Elevators and Escalators, Independent Associations, Products-Completed Operations, Broad Form Property Damage (including Completed Operations), and affording coverage for explosion, collapse and underground hazards (X, C and U hazards).
- (ii) Contractual Liability; Blanket basis insuring the liability assumed under this Addendum.
- (iii) Limits of Liability; Bodily Injury -\$2,000,000 each Occurrence, \$2,000,000 annual aggregate; Property Damage \$1,000,000 each Occurrence \$2,000,000 annual aggregate.

(c) Comprehensive Automobile Liability:

- (i) Comprehensive Automobile Liability Form, including all owned, non-owned and hired vehicles.
- (ii) Limits of Liability: Bodily Injury -\$500,000 each person; \$1,000,000 each occurrence aggregate; Property Damage -\$500,000 each occurrence aggregate.

Maintenance of the required insurance protection does not relieve the Company of responsibility for any losses not covered by the above required policies. Prior to commencing Services, Contractor shall furnish original certificates, together with copies of the policies, evidencing the existence of the required coverage. A copy of Company's existing Certificate of Insurance is attached hereto as **Exhibit B**.

10. **INDEMNITY; LIMITATION OF LIABILITY**. Company agrees to indemnify, defend and save Customer, its parent, subsidiaries, and corporate affiliates, harmless from and against any and all costs, fees, expenses, damages and liability which Customer may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law, to the

extent caused by any gross negligence, or reckless or willful misconduct of the Company or its employees, which occurs (a) during the collection or transportation of Customer's Waste Materials, (b) as a result of Company's breach of this Agreement, including, for the avoidance of doubt, Section 8 (Representation and Warranties); or (c) as a result of the disposal of Customer's Waste Materials in a facility owned by Company or a waste management company, provided that Company's indemnification obligations will not apply to occurrences involving Excluded Materials.

Customer agrees to indemnify through the HOA liability agreement, defend and save Company, its parent, subsidiaries and corporate affiliates and their joint venture partners, harmless from and against any and all costs, fees, expenses, damages and liability which Company may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law to the extent caused by: (a) Customer's breach of this Agreement, including, for the avoidance of doubt, Section 8 (Representation and Warranties); (b) any grossly negligent act, or reckless or willful misconduct of Customer or its Representatives; (c) Customer's use, operation or possession of any Equipment furnished by Company; or (d) the Excluded Materials.

11. **GOVERNING LAW.** This Agreement will be governed and construed in accordance with the laws of the state of Colorado, without regard to the conflicts of laws or principles thereof and applicable US federal law. Any and all disputes, claims or litigation arising from or related in any way to this Agreement or any provisions herein will be resolved exclusively in the state and federal courts located therein. The Parties hereby waive any objections against and expressly agree to submit to the personal jurisdiction and venue of such state or federal courts. The prevailing party in any litigation arising from this Agreement shall be entitled to its reasonable attorney fees and costs.

12. **MISCELLANEOUS.** (a) Except for the obligation to make payments hereunder, neither Party shall be in default for its failure to perform or delay in performance caused by events or significant threats of events beyond its reasonable control, whether or not foreseeable, including but not limited to, strikes, labor trouble, riots, imposition of laws or governmental orders, fires, acts of war or terrorism, acts of God, and the inability to obtain equipment and the affected party shall be excused from performance during the occurrence of such events. (b) This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns. (c) This Agreement represents the entire agreement between the parties and supersedes any and all other agreements for the same services, whether written or oral, that may exist between the parties. This agreement cannot be assigned without customer prior written approval. (d) All written notifications to Company required by this Agreement shall be by personal delivery, electronic mail or Certified Mail, Return Receipt Requested to the address listed in the beginning of this Agreement. (e) If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the parties shall amend this Agreement to give effect, to the maximum extent allowed, to the extent and meaning of the severed provision.

13. **RECYCLING SERVICES.** The following shall apply to fiber and non-fiber recyclables ("**Recyclable Materials**") and recycling services ("**Recycling Services**"). Single stream commingled Recyclable Materials ("**Single Stream**") will consist of 100% of Customer's clean glass, dry paper or cardboard without wax liners; clean, dry and empty aluminum food and beverage containers, ferrous (iron) or steel cans, and rigid container plastics #1-7. No individual items may be excluded from Single Stream service. Single Stream does not include the following materials: foam, film plastics and unwashed glass and any material not set forth above, including tissue or paper that had been in contact with food ("**Unacceptable Materials**").

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

COMPANY:

HBSCO LLC D/B/A HBS Trash Services

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

Sky Ranch Community C/O CLA-CliftonLarsonAllen

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

Exhibit A

Service Summary

Sky Ranch Community

Attention: **CLA**
 Re: **Alexander**

Greetings from HBS Trash Services,

HBS Trash Services is a locally owned and operated company here in Colorado. We currently operate out of four locations in Colorado Springs, Ellicott, Kiowa, and Denver. Today we serve over 75,000+ residential customers and operate approximately 148 waste collection vehicles in these areas. HBS Trash Services **uses automated trucks in our collection process**. *With the use of an automated truck for pickup, time spent on collection in your neighborhood will be greatly reduced while minimizing the physical labor on our employees. The automated trucks enable our drivers to get easier protection from traffic and minimizing injuries.* Carts will be left upright at the curb, please ensure your cart is placed curbside and free of any obstacles.

Sky Ranch Community will have 730 Single Family Homes (130 in alleys). Trash pickup day is weekly. Recycle pickup is EOW. An excel file with service addresses needs to be provided for routing and HBS will provide a welcome letter and Calendar for electronic distribution.

Start Date: TBA

Cart Delivery Date: TBA

Trash Weekly: weekly in each home will be provided at no charge one 95-gallon cart.

Recycle EOW: eow in each home will be provided at no charge one 95-gallon cart with yellow lid.

Standard waste and recycle services: provided will be curbside pickup and curbside drop. We will allow up to 3 extra bags or bundles of yard waste measuring less than 4 feet outside the carts of waste only.

Pricing:

Total Household Services for weekly trash service and EOW recycle is: \$15.25 per month for each house.

**No fuel surcharges or fees currently or over the last 4 years. *Locked rate yearly. * Fuel charge only is applicable per economic conditions*

Cost for 1 additional trash cart can be utilized by a per month rental at \$5.00 per additional cart, this 2nd trash cart and would be paid by each individual homeowner contacting HBS Trash for set up and billing per- Sky Ranch Community

HBS HOA VIP Program

HBS Provides under this agreement these services and benefits exclusive to your community:

-Initial Trash carts are provided at no cost to each resident (Home)of the community.

-3 extra bag or bundles (under 4 feet) of trash or yard waste is allowed weekly to each Resident (Home) of the community.

-Bulk Item concierge program. HBS will pick up at your resident any large bulk item per landfill restrictions and guidelines.

Call customer service at 720.547.8600 for pricing and details per item. Mention your contracted HOA for discount and monthly specials.

-Sign up for weather alert program and get emails on weather issues that may affect your community

Additional Services:

Additionally, HBS will donate (2) 30 yard roll off containers for (1) each for Spring and Fall community Clean up.

Additionally, HBS will provide roll off containers for any extra community cleanup events at a price of \$475 Flat Fee per 30-yard container. The HOA is responsible to not go over the fill line in the roll off to avoid extra cost.

***Terms of this agreement are 3 years, with a price lock for the 1st year, and up to a 6% or CPI increase per each contract year thereafter. Currently we do not charge a fuel surcharge but retain the right to institute this charge in the event of major economic impact diesel fuel costs increasing from a current base of \$4.25 per gallon. **Sky Ranch Community**

Exhibit B
Certificate of Insurance

[SENDING SEPARATELY]



Waste Connections of Colorado Inc. *Connect with the Future*

February 22, 2023

RE: Trash and Recycle Proposal for Sky Ranch HOA – 871 North Waterloo Cir.,
Aurora, Co. 80018

Hello Alexander

Thank you again for your interest in having Waste Connections provide service for Sky Ranch HOA. Waste Connections uses a decentralized business model, which means sales, operations and customer service are all local and available. We strive to provide outstanding service at very competitive rates. Personal & Local: Service with a dedicated HOA Manager and Customer Service Representative. Single Point of Contact: Offering simple, convenient, and responsive account coordination. The person you speak with will be the person that is responsible for ensuring we deliver on every promise.

<u>Service</u>	<u>Container Size</u>	<u>Service Level</u>	<u>Monthly Price</u>
730 Homes	1-96 Gal. Trash 1-96 Gal. Recyc.	1 X per/week 1 X EOW	(5yr.) \$15.75

Cart Content Only



Waste Connections of Colorado Inc. *Connect with the Future*

Notes:

- *Waste Connections Containers to be used only, provided by Waste Connections- additional container \$6.00 paid by homeowner*
- *\$55.00 replacement cost for damaged containers*
- *Price is all inclusive, including fuel surcharge*
- *Service days TBD*
- *Bulk items picked up on day of service: \$20.00 /Item, paid for by resident.*
- *No price increase for the first year and not to exceed 6% per year for remaining term of contract*
- *We observe the following Holidays: New Years, Memorial Day, and July 4th, Labor Day, Thanksgiving, and Christmas. Your services will run a one-day delay if the Holliday falls on a Weekday.*
-

The quoted price is effective until 60 days after the date of this letter. We appreciate the opportunity to present this quote and look forward to providing all your solid waste.

Sincerely,

Monalisa Young | HOA/Municipal Account Manager

5500 Franklin Street | Denver CO 80216

[Let us know how we're doing!](#)

Email Monalisa.Young2@wasteconnections.com

Direct: (720) 899-6106

Office: (303)-288-2100

Aged Accounts Receivable Report
February 29, 2024

	Balance_	Notes from Billing
1	2770	turned over to legal in 2022
2	2130.99	turned over to legal in 2022
3	1581.87	turned over to legal in 2023
4	1288	turned over to legal on 1/16/2024
5	1155	turned over to legal on 1/16/2025
6	821	turned over to legal on 1/16/2026
7	660	
8	610	
9	576	
10	572.11	
11	525	
12	495	
13	495	
14	495	
15	485.15	
16	480	
17	420	
18	414	
19	405	
20	384	
21	384	
22	383.92	
23	383.24	
24	380	
25	364.2	
26	340	
27	330	
28	330	
29	330	
30	330	
31	330	
32	330	
33	330	
34	330	
35	330	
36	315	
37	310	
38	310	
39	295	
40	280	
41	265	
42	255	
43	255	
44	207	
45	192.21	
46	192	
47	192	
48	192	
49	192	
50	192	
51	192	

52	192
53	192
54	192
55	192
56	192
57	191.29
58	180
59	180
60	180
61	176.33
62	165
63	165
64	165
65	165
66	165
67	165
68	165
69	165
70	165
71	165
72	165
73	165
74	165
75	165
76	165
77	165
78	165
79	165
80	165
81	165
82	165
83	165
84	165
85	165
86	165
87	165
88	165
89	165
90	165
91	165
92	150
93	76.43
94	44
95	0.8
96	-15
97	-19.57
98	-50
99	-51.63
100	-55
101	-118.65
102	-125
103	-131.67

104	-147.7
105	-150
106	-150
107	-150
108	-150
109	-154.89
110	-166.3
111	-166.74
112	-173.58
113	-177
114	-177
115	-207.7
116	-229.12
117	-232.6
118	-237.36
119	-246.7
120	-250
121	-262.09
122	-285.16
123	-296.24
124	-300
125	-311.21
126	-318.99
127	-348.16
128	-354
129	-354
130	-354
131	-412.57
132	-450
133	-450
134	-450
135	-995
136	-1172.89

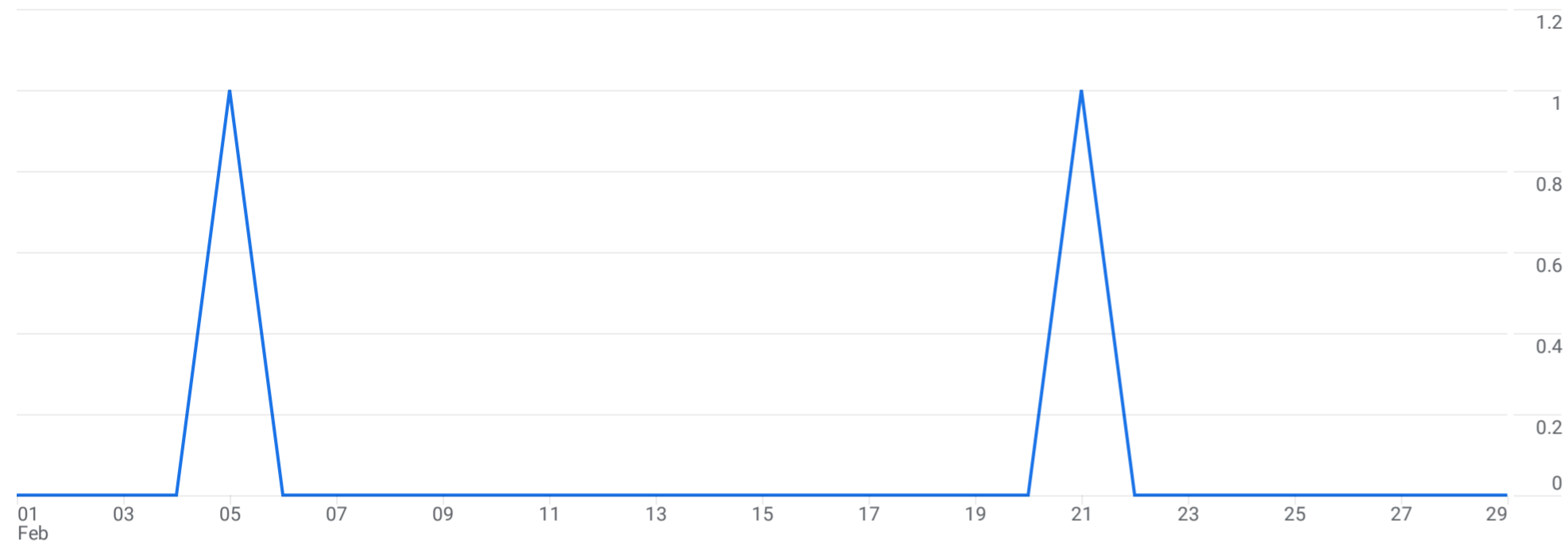
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