

CROWFOOT VALLEY RANCH METROPOLITAN DISTRICT NO. 1

141 Union Boulevard, Suite 150
Lakewood, Colorado 80228-1898
Tel: 303-987-0835 • 800-741-3254
Fax: 303-987-2032
<https://crowfootmd1-2.colorado.gov>

NOTICE OF A SPECIAL MEETING AND AGENDA

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expires:</u>
Chad Murphy	President	2025/May 2025
Richard Cross	Treasurer	2027/May 2027
Sean Logue	Assistant Secretary	2027/May 2027
Christopher Crawford	Assistant Secretary	2025/May 2025
Ryan Marsh	Assistant Secretary	2025/May 2025
Peggy Ripko	Secretary	

DATE: April 5, 2024

TIME: 1:00 p.m.

LOCATION: Zoom.

This meeting will be held via Zoom Meeting and can be joined through the directions below:

Join Zoom Meeting
<https://us02web.zoom.us/j/86267550643?pwd=V3RnRGRtWkRyUjZZc1VMWTJFZjFHdz09>
Meeting ID: 862 6755 0643
Passcode: 987572
Dial-In: 1-719-359-4580

I. ADMINISTRATIVE MATTERS

A. Disclosure of Potential Conflicts of Interest.

B. Approve Agenda; confirm location of the meeting and 24-hour posting of meeting notices.

C. Review and approve the Minutes of the December 4, 2023 Regular Meeting (enclosure).

D. Review and adopt Resolutions Designating Posting Location (enclosure).

III. PUBLIC COMMENTS

- A. Members of the public may express their views to the Board on matters that affect the District. Comments will be limited to three (3) minutes.
-

IV. FINANCIAL MATTERS

- A. **[District No. 1]** Review and ratify approval of payment of claims for the following periods (enclosures).

Period ending Jan. 31, 2024	Period ending Feb. 29, 2024	Period ending Feb. 29, 2024	Period ending March 31, 2024
\$ 15,556.79	\$ 104,004.65	\$ 18,646.65	\$ 102,104.91
\$ -0-	\$ -0-	\$ -0-	\$ -0-
\$ -0-	\$ -0-	\$ -0-	\$ 1,575.00
\$ 15,556.79	\$ 104,004.65	\$ 18,646.65	\$ 103,679.91

- B. Review and accept unaudited financial statements through the period ending December 31, 2023 and cash position statement dated December 31, 2023. (enclosure).
-

- C. Conduct Public Hearing on the proposed 2023 Budget Amendment and consider adoption of Resolution No. 2024-04-02; Resolution to Adopt the 2023 Budget Amendment (enclosure).
-

V. LEGAL MATTERS

- A. _____

VI. CAPITAL IMPROVEMENT MATTERS

- A. **[District No. 1]** Review and consider approval of Resolution Accepting Engineer's Report #04 (to be distributed).
-

- B. **[District No. 1]** Discuss status of construction and capital improvements for 2024.
-

VII. OPERATION AND MAINTENANCE

A. Review and Discuss landscape proposals. (enclosures).

B. Discuss update on Macanta Trails Maintenance Proposal (enclosure).

VIII. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR JUNE 3, 2024.**

RECORD OF PROCEEDINGS

MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE CROWFOOT VALLEY RANCH METROPOLITAN DISTRICT NO. 1 HELD DECEMBER 4, 2023

A Regular Meeting of the Board of Directors (the “**Board**”) of the Crowfoot Valley Ranch Metropolitan District No. 1 (the “**District**”) was convened on Monday, the 4th day of December 2023, at 1:00 p.m. via Zoom Meeting. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

Chad Murphy
Richard Cross
Ryan D. Marsh

Director Absent Was:

Sean Logue

Following discussion, upon motion duly made by Director Murphy, seconded by Director Cross and, upon vote, unanimously carried, the absence of Director Logue was excused.

Also In Attendance Were:

Peggy Ripko; Special District Management Services, Inc. (“**SDMS**”)
Matt Ruhland, Esq.; Cockrel Ela Glesne Greher & Ruhland
Lindsay Delecki; Hines

DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

Disclosures 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 and to the Secretary of State.

Ms. Ripko noted that a quorum was present and requested members of the Board to disclose any potential conflicts of interest with regard to 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. It was noted that all Directors’ Disclosure Statements have been filed.

RECORD OF PROCEEDINGS

ADMINISTRATIVE MATTERS

Agenda: The Board reviewed a proposed Agenda for the District's Regular Meeting.

Following discussion, upon motion duly made by Director Murphy, seconded by Director Cross and, upon vote, unanimously carried, the Agenda was approved, as presented.

Approval of Meeting Location: The Board entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the District's Board meeting. The Board noted that the meeting was held via Zoom Meeting.

Vacancy on the Board: The Board considered an appointment to fill a vacancy on the Board of Directors.

Following review and discussion, upon motion duly made by Director Murphy, seconded by Director Cross and, upon vote, unanimously carried, the Board appointed Christopher Crawford to the Board of Directors, for a term of office to expire in May, 2025.

CONSENT AGENDA

The Board considered the following actions:

- ~~Recognize and consider approval of the minutes of the November 28, 2023 Regular Meeting.~~ ~~Appointment of Peg Ripstein as Secretary to the Board of Directors.~~
 - ~~Review and consider approval of the minutes of the June 5, 2023 Regular Meeting.~~
- Following review and discussion, upon motion duly made by Director Witkowiak, seconded by Directors Langley and Director Tangley and, upon vote, unanimously carried, the Board approved the above Consent Agenda items/actions.

Resolution No. 2023-12-01; Resolution Concerning 2024 Annual Administration Matters: Attorney Ruhland reviewed with the Board Resolution No. 2023-12-01; Resolution Concerning 2024 Annual Administrative Matters.

Following discussion, upon motion duly made by Director Murphy, seconded by Director Cross and, upon vote, unanimously carried, the Board adopted Resolution No. 2023-12-01; Resolution Concerning 2024 Annual Administrative Matters. A copy of the adopted Resolution is attached to these Minutes and incorporated herein by this reference.

RECORD OF PROCEEDINGS

Resolution No. 2023-12-02; Resolution Designating Meeting Location:

Attorney Ruhland reviewed with the Board Resolution No. 2023-12-02: Resolution Designating Location of Regular and Special Meetings.

2024 Regular Meetings: Following discussion, the Board, determined to meet on June 3, 2024 and December 2, 2024 at 1:00 p.m. via Zoom.

Following discussion, upon motion duly made by Director Murphy, seconded by Director Cross and, upon vote, unanimously carried, the Board adopted Resolution No. 2023-12-02; Resolution Designating Location of Regular and Special Meetings. A copy of the adopted Resolution is attached to these Minutes and incorporated herein by this reference.

PUBLIC COMMENT

There were no public comments.

FINANCIAL MATTERS

Payment of Claims: The Board then considered ratification of approval of the payment of claims for the following periods:

Period ending June. 01, 2023	Period ending July. 01, 2023	Period ending Aug. 01, 2023	Period ending Sept. 01, 2023
\$ 23,079.91	\$ 17,703.38	\$ 16,461.33	\$ 53,680.11
\$ -0-	\$ -0-	\$ -0-	\$ -0-
\$ -0-	\$ -0-	\$ -0-	\$ 2,981.15
\$ 23,079.91	\$ 17,703.38	\$ 16,461.33	\$ 56,661.26

Period ending Oct. 01, 2023	Period ending Nov. 01, 2023
\$ 58,125.27	\$ 30,778.17
\$ -0-	\$ 6,000.00
\$ -0-	\$ 907.50
\$ 58,125.27	\$ 37,685.67

Following discussion, upon motion duly made by Director Murphy, seconded by Director Cross and, upon vote, unanimously carried, the Board ratified approval of the payment of claims, as presented.

Unaudited Financials and Cash Position Schedule: Ms. Ripko reviewed with the Board the unaudited financials through the period ending September 30, 2023 and cash position statement dated September 30, 2023 and updated November 27, 2023.

Following discussion, upon motion duly made by Director Murphy, seconded by Director Cross and, upon vote, unanimously carried, the Board accepted the

RECORD OF PROCEEDINGS

unaudited financials through the period ending September 30, 2023 and cash position statement dated September 30, 2023 and updated November 27, 2023.

2023 Audit: The Board discussed the engagement of Fiscal Focus Partners LLC to perform the 2023 Audit.

Following discussion, upon motion duly made by Director Murphy, seconded by Director Cross and, upon vote, unanimously carried, the Board approved the engagement of Fiscal Focus Partners LLC to perform the 2023 Audit, for an amount not to exceed \$6,700.

2024 Budget: The President opened the public hearing to consider the proposed 2024 Budget and discuss related issues.

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

Ms. Ripko reviewed the estimated 2023 revenues and expenditures and proposed 2024 revenues and expenditures.

Following discussion, the Board considered the adoption of Resolution No. 2023-12-03 to Adopt the 2024 Budget and Appropriate Sums of Money and Set Mill Levies (for the General Fund at 72.899 mills, Debt Service Funds at 0.000, and Other Funds (Fire Protection) at 0.000 mills, for a total mill levy of 72.899 mills). Upon motion duly made by Director Murphy, seconded by Director Cross and, upon vote, unanimously carried, the Resolution was adopted, as discussed, and execution of the Certification of Budget and Certification of Mill Levies was authorized, subject to receipt of final Certification of Assessed Valuation from the County and verification of Fire Protection mill levy. Ms. Ripko was authorized to transmit the Certification of Mill Levies to the Board of County Commissioners of Douglas County on or before the statutory deadline. Ms. Ripko was also authorized to transmit the Certification of Budget, 2024 Budget, Certification of Mill Levies and Budget Resolution to the Division of Local Government not later than January 30, 2024. A copy of the adopted Resolution is attached to these minutes and incorporated herein by this reference.

DLG-70 Mill Levy Certification Form: The Board considered authorizing the District Accountant to prepare and sign the DLG-70 Mill Levy Certification form for certification to the Board of County Commissioners and other interested parties.

RECORD OF PROCEEDINGS

Following discussion, upon motion duly made by Director Murphy, seconded by Director Cross and, upon vote, unanimously carried, the Board authorized the District Accountant to prepare and sign the DLG-70 Mill Levy Certification form for certification to the Board of County Commissioners and other interested parties.

2025 Budget Preparation: The Board discussed the preparation of the 2025 Budget. Following discussion, upon motion duly made by Director Murphy, seconded by Director Cross and, upon vote, unanimously carried, the Board appointed the District Accountant to prepare the 2025 Budget.

2024 Scope of Work between the District and CliftonLarsonAllen LLP: Mr. Wilson reviewed with the Board a 2024 Scope of Work (“SOW”) between the District and CliftonLarsonAllen LLP.

Following review and discussion, upon motion duly made by Director Murphy, seconded by Director Cross and, upon vote, unanimously carried, the Board approved the SOW between the District and CliftonLarsonAllen LLP.

LEGAL MATTERS

There were no legal matters at this time.

CAPITAL IMPROVEMENTS

Engineer’s Report: The Board reviewed the Engineer’s Report and Certification No. 4, dated November 1, 2023 in the amount of \$22,495,688.06.

Following review and discussion, upon motion duly made by Director Murphy, seconded by Director Cross and, upon vote, unanimously carried, the Board approved the Engineer’s Report and Certification No. 4, dated November 1, 2023 in the amount of \$22,495,688.06 and adopted the Resolution Regarding Cost Certification No. 4.

Status of Future Capital Improvement Projects for 2023/2024: There was no report at this time.

Utility Underground Access Easement: The Board reviewed the Utility Underground Access Easement.

Following review and discussion, upon motion duly made by Director Murphy, seconded by Director Cross and, upon vote, unanimously carried, the Board ratified approval of the Underground Access Easement.

RECORD OF PROCEEDINGS

OPERATIONS AND MAINTENANCE

Operation and Maintenance Services and Budget for 2023-2024: Ms. Ripko updated the Board on the Operation and Maintenance Services and Budget for 2023/2024.

Signage for Open Space Areas Concerning Firearms, Bow and Arrows and Paintball Guns: The Board discussed the Signage for Open Space Areas Concerning Firearms, Bow and Arrows and Paintball Guns. The Board determined to not put up any signs. The Board directed Attorney Ruhland to draft a resolution regarding this to be sent out and posted on website and approved by a committee of Directors Murphy and Cross.

Following review and discussion, upon motion duly made by Director Murphy, seconded by Director Cross and, upon vote, unanimously carried, the Board appointed Directors Murphy and Cross to the Committee of Directors and adopted the Resolution.

District Tracts: The Board discussed the District Tracts. It was noted that the legal description and improvements are needed; Attorney Ruhland will draft conveyance documents.

Following review and discussion, upon motion duly made by Director Marsh, seconded by Director Cross and, upon vote, unanimously carried, the Board approved the District Tracts, subject to final review by a committee of Directors Murphy and Cross.

Easement and Intergovernmental Agreement between Macanta and the District: The Board discussed the Easement and Intergovernmental Agreement between Macanta and the District.

Following review and discussion, upon motion duly made by Director Murphy, seconded by Director Marsh and, upon vote, unanimously carried, the Board approved the Easement and Intergovernmental Agreement between Macanta and the District.

HOA Manager to Approve Repairs: The Board discussed authorizing the HOA Manager to approve repairs as needed. The Board approved Ms. Ripko to approve repairs up to \$2,500.00 and the Operations Committee to approve repairs up to \$10,000.

Landscape RFP: The Board determined a Landscape RFP was not needed.

RECORD OF PROCEEDINGS

OTHER BUSINESS The Board acknowledged the New Rate Structure for Special District Management Services, Inc.

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

Respectfully submitted,

By: _____
Secretary for the Meeting

CROWFOOT VALLEY RANCH METROPOLITAN DISTRICT NO. 1

RESOLUTION NO. 2024-04-01

RESOLUTION DESIGNATING LOCATION TO POST NOTICE

WHEREAS, pursuant to §§24-6-402(2)(c) and 32-1-903(2) C.R.S., notice and the agenda, with specific information to the extent possible, of the Crowfoot Valley Ranch Metropolitan District No. 1 (the “**District**”) Board of Directors (the “**Board**”) meetings at which the adoption of any formal action is to occur or at which a majority or quorum of the body is in attendance, or is expected to be in attendance, shall be posted within the boundaries of the District at least 24 hours prior to each meeting at a location designated at the first regular meeting of each year.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Crowfoot Valley Ranch Metropolitan District No. 1 as follows:

Notices of meetings (regular, special and work/study session) of the Board required pursuant to §24-6-401, et seq., C.R.S., shall be posted at least 24 hours prior to each meeting at:

<https://crowfootmd1-2.colorado.gov/>

In the event of an exigent or emergency circumstance such as a power outage or an interruption in internet service, the District will post notice of public meetings at least 24 hours prior to a meeting at the following physical location within the District at the intersection of Crowfoot Valley Ranch Road and East Scott Road, Castle Rock, Colorado.

ADOPTED this 5th day of April, 2024.

CROWFOOT VALLEY RANCH
METROPOLITAN DISTRICT NO. 1

By: _____
Chad Murphy, Chair

ATTEST:

Peggy Ripko, Secretary

Crowfoot Valley Ranch Metropolitan District No.1
January-24

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number	Class
Ballard Spahr LLP	20231207252	12/21/2023	12/21/2023	\$ 4,337.20	Bond issue costs	7835	General Fund
CliftonLarsonAllen, LLP	L241003382	12/31/2023	12/31/2023	\$ 233.17	Accounting	7000	General Fund
CliftonLarsonAllen, LLP	L241003379	12/31/2023	12/31/2023	\$ 3,811.41	Accounting	7000	General Fund
Cockrel Ela Glesne Greher & Ruhland	11005.001 12/2023	12/31/2023	12/31/2023	\$ 3,423.67	Legal	7460	General Fund
Special District Mgmt. Services, Inc	D1 12/2023	12/31/2023	12/31/2023	\$ 1,509.43	District management	7440	General Fund
Special District Mgmt. Services, Inc	D2 12/2023	12/31/2023	12/31/2023	\$ 193.51	District management	7440	General Fund
Town of Castle Rock - Utility Billing Payments	00027659-01 12/2023	12/6/2023	12/6/2023	\$ 249.96	Utilities	7701	General Fund
Town of Castle Rock - Utility Billing Payments	00027661-01 12/2023	12/6/2023	12/6/2023	\$ 411.78	Utilities	7701	General Fund
Town of Castle Rock - Utility Billing Payments	00027660-01 12/2023	12/6/2023	12/6/2023	\$ 1,386.66	Utilities	7701	General Fund
				\$ 15,556.79			

Crowfoot Valley Ranch Metropolitan District No.1
January-24

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
	\$ 15,556.79			\$ 15,556.79
	\$	-	\$	-
Total Disbursements from Checking Acct	\$ 15,556.79	\$0.00	\$0.00	\$15,556.79

**Crowfoot Valley Ranch Metropolitan District No.1
February-24**

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number	Class
BrightView Landscape Services	8799080	2/21/2024	2/21/2024	\$ 14,226.34	Landscaping	7585	General Fund
BrightView Landscape Services	8721550	12/31/2023	12/31/2023	\$ 64,018.50	Landscaping	7585	General Fund
BrightView Landscape Services	8749013	1/31/2024	1/31/2024	\$ 7,113.16	Landscaping	7585	General Fund
CliftonLarsonAllen, LLP	L241060228	1/31/2024	1/31/2024	\$ 389.64	Accounting	7000	General Fund
CliftonLarsonAllen, LLP	L241060180	1/31/2024	1/31/2024	\$ 4,146.22	Accounting	7000	General Fund
Cockrel Ela Glesne Greher & Ruhland	11005.001 01/2024	1/31/2024	1/31/2024	\$ 1,625.00	Legal	7460	General Fund
Special District Association	D2 SDA- 2024	2/21/2024	2/21/2024	\$ 248.35	Dues and membership	7350	General Fund
Special District Association	D1 SDA- 2024	2/21/2024	2/21/2024	\$ 506.25	Dues and membership	7350	General Fund
Special District Mgmt. Services, Inc	D2 01/2024	1/31/2024	1/31/2024	\$ 434.30	District management	7440	General Fund
Special District Mgmt. Services, Inc	D1 01/2024	1/31/2024	1/31/2024	\$ 2,514.01	District management	7440	General Fund
Town of Castle Rock - Utility Billing Payments	00027660-01 01/2024	1/8/2024	1/8/2024	\$ 1,400.20	Utilities	7701	General Fund
Town of Castle Rock - Utility Billing Payments	00027659-01 01/2024	1/8/2024	1/8/2024	\$ 249.96	Utilities	7701	General Fund
Town of Castle Rock - Utility Billing Payments	00025424-04 01/2024	1/8/2024	1/8/2024	\$ 6,720.94	Utilities	7701	General Fund
Town of Castle Rock - Utility Billing Payments	00027661-01 01/2024	1/8/2024	1/8/2024	\$ 411.78	Utilities	7701	General Fund
				\$ 104,004.65			

Crowfoot Valley Ranch Metropolitan District No.1
February-24

	General	Debt	Capital	Totals
	\$ 104,004.65			\$ 104,004.65
		\$ -	\$ -	\$ -
Total Disbursements from Checking Acct	\$ 104,004.65	\$0.00	\$0.00	\$104,004.65

Crowfoot Valley Ranch Metropolitan District No.1
February-24

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number	Class
CliftonLarsonAllen, LLP	L241060228	1/31/2024	1/31/2024	\$ 389.64	Accounting	7000	General Fund
CliftonLarsonAllen, LLP	L241060180	1/31/2024	1/31/2024	\$ 4,146.22	Accounting	7000	General Fund
Cockrel Ela Glesne Greher & Ruhland	11005.001 01/2024	1/31/2024	1/31/2024	\$ 1,625.00	Legal	7460	General Fund
Special District Association	D2 SDA- 2024	2/21/2024	2/21/2024	\$ 248.35	Dues and membership	7350	General Fund
Special District Association	D1 SDA- 2024	2/21/2024	2/21/2024	\$ 506.25	Dues and membership	7350	General Fund
Special District Mgmt. Services, Inc	D2 01/2024	1/31/2024	1/31/2024	\$ 434.30	District management	7440	General Fund
Special District Mgmt. Services, Inc	D1 01/2024	1/31/2024	1/31/2024	\$ 2,514.01	District management	7440	General Fund
Town of Castle Rock - Utility Billing Payments	00027660-01 01/2024	1/8/2024	1/8/2024	\$ 1,400.20	Utilities	7701	General Fund
Town of Castle Rock - Utility Billing Payments	00027659-01 01/2024	1/8/2024	1/8/2024	\$ 249.96	Utilities	7701	General Fund
Town of Castle Rock - Utility Billing Payments	00025424-04 01/2024	1/8/2024	1/8/2024	\$ 6,720.94	Utilities	7701	General Fund
Town of Castle Rock - Utility Billing Payments	00027661-01 01/2024	1/8/2024	1/8/2024	\$ 411.78	Utilities	7701	General Fund
				\$ 18,646.65			

Crowfoot Valley Ranch Metropolitan District No.1
February-24

	General	Debt	Capital	Totals
	\$ 18,646.65			\$ 18,646.65
		\$ -	\$ -	\$ -
Total Disbursements from Checking Acct	\$ 18,646.65	\$0.00	\$0.00	\$18,646.65

**Crowfoot Valley Ranch Metropolitan District No.1
March-24**

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number	Class
BrightView Landscape Services	8799080	2/29/2024	2/29/2024	\$ 14,226.34	Landscaping	7585	General Fund
BrightView Landscape Services	8749013	1/31/2024	1/31/2024	\$ 7,113.16	Landscaping	7585	General Fund
BrightView Landscape Services	8721550	12/31/2023	12/31/2023	\$ 64,018.50	Landscaping	7585	General Fund
CliftonLarsonAllen, LLP	L241122366	2/29/2024	2/29/2024	\$ 690.14	Accounting	7000	General Fund
CliftonLarsonAllen, LLP	L241122243	2/29/2024	2/29/2024	\$ 7,884.54	Accounting	7000	General Fund
Cockrel Ela Glesne Greher & Ruhland	11005.001 02/2024	1/31/2024	1/31/2024	\$ -	Legal	7460	General Fund
Ranger Engineering, LLC	1862	3/7/2024	3/7/2024	\$ 1,575.00	Engineering	7857	Capital Projects Fund
Special District Mgmt. Services, Inc	D2 02/2024	2/29/2024	2/29/2024	\$ 1,216.84	District management	7440	General Fund
Special District Mgmt. Services, Inc	D1 02/2024	2/29/2024	2/29/2024	\$ 4,756.71	District management	7440	General Fund
Town of Castle Rock - Utility Billing Payments	27660-01 02/2024	2/6/2024	2/6/2024	\$ 1,488.86	Utilities	7701	General Fund
Town of Castle Rock - Utility Billing Payments	27661-01 02/2024	2/6/2024	2/6/2024	\$ 441.76	Utilities	7701	General Fund
Town of Castle Rock - Utility Billing Payments	27659-01 02/2024	2/6/2024	2/6/2024	\$ 268.06	Utilities	7701	General Fund
				\$ 103,679.91			

Crowfoot Valley Ranch Metropolitan District No.1
March-24

	<u>General</u>		<u>Debt</u>		<u>Capital</u>		<u>Totals</u>
	\$ 102,104.91	\$	-	\$	1,575.00	\$	103,679.91
	-	\$	-	\$	-	\$	-
Total Disbursements from Checking Acct	\$ 102,104.91		\$0.00		\$1,575.00		\$103,679.91

CROWFOOT VALLEY RANCH METRO DISTRICT #1

FINANCIAL STATEMENTS

DECEMBER 31, 2023

DRAFT

Crowfoot Valley Ranch MD No. 1
Balance Sheet - Governmental Funds
December 31, 2023

	General	Total
Assets		
Checking Account	\$ 17,814.58	\$ 17,814.58
CSAFE	61,202.05	61,202.05
Due from Other Districts	5,642.07	5,642.07
Receivable from County Treasurer	2.57	2.57
Property Tax Receivable	445.00	445.00
Prepaid Insurance	6,263.00	6,263.00
Total Assets	\$ 91,369.27	\$ 91,369.27
Liabilities		
Accounts Payable	\$ 87,198.20	\$ 87,198.20
Total Liabilities	87,198.20	87,198.20
Deferred Inflows of Resources		
Deferred Property Tax	445.00	445.00
Total Deferred Inflows of Resources	445.00	445.00
Fund Balances	3,726.07	3,726.07
Liabilities and Fund Balances	\$ 91,369.27	\$ 91,369.27

DRAFT

No assurance is provided on these financial statements. 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.

Crowfoot Valley Ranch MD No. 1
General 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			
Property taxes	\$ 428.00	\$ 427.77	\$ 0.23
Specific ownership taxes	42.00	39.69	2.31
Interest income	1,122.00	5,553.46	(4,431.46)
Intergovernmental Revenues	237,148.00	237,329.72	(181.72)
Total Revenue	<u>238,740.00</u>	<u>243,350.64</u>	<u>(4,610.64)</u>
Expenditures			
Accounting	46,000.00	40,092.56	5,907.44
Auditing	12,000.00	12,700.00	(700.00)
County Treasurer's fee	6.00	6.42	(0.42)
Dues and membership	1,000.00	1,064.47	(64.47)
Insurance	7,000.00	6,062.00	938.00
District management	31,500.00	24,612.81	6,887.19
Legal	40,000.00	18,362.10	21,637.90
Miscellaneous	600.00	74.05	525.95
Election	2,000.00	1,285.33	714.67
Landscaping	50,000.00	92,965.46	(42,965.46)
Utilities	100,000.00	155,693.07	(55,693.07)
Contingency	9,894.00	-	9,894.00
Total Expenditures	<u>300,000.00</u>	<u>352,918.27</u>	<u>(52,918.27)</u>
Other Financing Sources (Uses)			
Transfers to other fund	-	(4,383.65)	4,383.65
Total Other Financing Sources (Uses)	<u>-</u>	<u>(4,383.65)</u>	<u>4,383.65</u>
Net Change in Fund Balances	(61,260.00)	(113,951.28)	52,691.28
Fund Balance - Beginning	92,820.00	117,677.35	(24,857.35)
Fund Balance - Ending	<u>\$ 31,560.00</u>	<u>\$ 3,726.07</u>	<u>\$ 27,833.93</u>

No assurance is provided on these financial statements. 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.

SUPPLEMENTARY INFORMATION

Crowfoot Valley Ranch MD No. 1
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			
Intergovernmental revenues	\$ 27,303,024.00	\$ 22,495,000.00	\$ 4,808,024.00
Total Revenue	<u>27,303,024.00</u>	<u>22,495,000.00</u>	<u>4,808,024.00</u>
Expenditures			
Engineering	-	3,888.65	(3,888.65)
Capital outlay	27,303,024.00	22,495,688.06	4,807,335.94
Total Expenditures	<u>27,303,024.00</u>	<u>22,499,576.71</u>	<u>4,803,447.29</u>
Other Financing Sources (Uses)			
Repay developer advance	-	(22,495,000.00)	22,495,000.00
Developer advance	-	22,495,688.06	(22,495,688.06)
Transfers from other funds	-	4,383.65	(4,383.65)
Total Other Financing Sources (Uses)	<u>-</u>	<u>5,071.71</u>	<u>(5,071.71)</u>
Net Change in Fund Balances	-	495.00	(495.00)
Fund Balance - Beginning	-	(495.00)	495.00
Fund Balance - Ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

DRAFT

No assurance is provided on these financial statements. 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.

Crowfoot Metropolitan District No. 1

Schedule of Cash Position

December 31, 2023

Updated 03/25/24

	General Fund	Capital Projects Fund	Total
<u>Wells Fargo Bank - Checking account</u>			
Balance as of 12/31/23	\$ 17,814.58	\$ -	\$ 17,814.58
Subsequent activities:			
01/05/24 - Bill.com Payables	(9,671.31)	-	(9,671.31)
01/23/24 - Transfer from C-SAFE	15,000.00	-	15,000.00
01/24/24 - Transfer from C-SAFE	15,000.00	-	15,000.00
01/26/24 - Castle Rock Water Bills	(8,782.88)	-	(8,782.88)
02/02/24 - Bill.com Payables	(13,508.39)	-	(13,508.39)
02/09/24 - Refund from Castle Rock Water	11,995.69	-	11,995.69
02/26/24 - Castle Rock Water Bills	(2,198.68)	-	(2,198.68)
03/11/24 - Bill.com Payables	(9,863.77)	-	(9,863.77)
03/15/24 - Transfer from C-SAFE	100,000.00	-	100,000.00
03/18/24 - Castle Rock Water Bills	(2,142.08)	-	(2,142.08)
<i>Anticipated Bill.com Payables</i>	<i>(101,481.23)</i>	-	<i>(101,481.23)</i>
Anticipated balance	12,161.93	-	12,161.93
<u>CSAFE- Investment account</u>			
Balance as of 12/31/23	61,202.05	-	61,202.05
Subsequent activities:			
01/10/24 - Property Tax	2.57	-	2.57
01/18/24 - Transfer from District No. 2	1,304.87	-	1,304.87
01/23/24 - Transfer to Wells Fargo	(15,000.00)	-	(15,000.00)
01/24/24 - Transfer to Wells Fargo	(15,000.00)	-	(15,000.00)
01/31/24 - Interest Income	249.94	-	249.94
02/10/24 - Property Tax	3.18	-	3.18
02/28/24 - Transfer from District No. 2	6,242.04	-	6,242.04
02/28/24 - Transfer from District No. 2 (Reimbursement)	4,337.20	-	4,337.20
02/29/24 - Interest Income	145.16	-	145.16
03/08/24 - Property Tax	2.71	-	2.71
03/12/24 - Transfer from District No. 2	241,187.86	-	241,187.86
03/15/24 - Transfer to Wells Fargo	(100,000.00)	-	(100,000.00)
Anticipated balance	184,677.58	-	184,677.58
<i>Anticipated Balances</i>	\$ <i>196,839.51</i>	\$ <i>-</i>	\$ <i>196,839.51</i>

Yield information at 2/29/24

CSAFE - 5.44%

No assurance is provided on these financial statements. 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.

CROWFOOT VALLEY RANCH METROPOLITAN DISTRICT NO. 1
Property Taxes Reconciliation
2023

	Current Year							Prior Year			
	Property Taxes	Delinquent Taxes, Rebates and Abatements	Specific Ownership Taxes	Interest	Treasurer's Fees	Amount Received	% of Total Property Taxes Received		Total Cash Received	% of Total Property Taxes Received	
							Monthly	Y-T-D		Monthly	Y-T-D
January	\$ -	\$ -	\$ 3.23	\$ -	\$ -	\$ 3.23	0.00%	0.00%	\$ 3.93	0.00%	0.00%
February	-	-	3.40	-	-	3.40	0.00%	0.00%	3.51	0.00%	0.00%
March	-	-	3.45	-	-	3.45	0.00%	0.00%	4.10	0.00%	0.00%
April	0.71	-	2.90	-	(0.01)	3.60	0.17%	0.17%	5.10	0.16%	0.16%
May	427.06	-	3.61	-	(6.41)	424.26	99.78%	99.95%	542.89	99.79%	99.95%
June	-	-	3.24	-	-	3.24	0.00%	99.95%	3.75	0.00%	99.95%
July	-	-	3.43	-	-	3.43	0.00%	99.95%	4.07	0.00%	99.95%
August	-	-	3.71	-	-	3.71	0.00%	99.95%	5.25	0.00%	99.95%
September	-	-	3.23	-	-	3.23	0.00%	99.95%	3.90	0.00%	99.95%
October	-	-	3.42	-	-	3.42	0.00%	99.95%	4.07	0.00%	99.95%
November	-	-	3.50	-	-	3.50	0.00%	99.95%	3.87	0.00%	99.95%
December	-	-	2.57	-	-	2.57	0.00%	99.95%	3.47	0.00%	99.95%
Total	\$ 427.77	\$ -	\$ 39.69	\$ -	\$ (6.42)	\$ 461.04	99.95%	99.95%	\$ 587.91	99.95%	99.95%

Assessed Valuation	Mills Levied	Taxes Levied	% of Levied	Property Taxes Collected	% Collected to Amount Levied
<u>Property Tax</u>					
General Fund	\$ 6,110.00	70.010	428.00	100.00%	\$ 427.77
		70.010	\$ 428.00	100.00%	\$ 427.77
<u>Specific Ownership Tax</u>					
General Fund		\$ 44.00	100.00%	\$ 39.69	90.20%
		\$ 44.00	100.00%	\$ 39.69	
<u>Treasurer's Fees</u>					
General Fund		\$ 8.00	100.00%	\$ (6.42)	81.00%
		\$ 8.00	100.00%	\$ 6.42	

No assurance is provided on these financial statements. 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.

CROWFOOT VALLEY RANCH METROPOLITAN DISTRICT NO. 1

RESOLUTION NO. 2024-04-01

RESOLUTION TO AMEND 2023 BUDGET

WHEREAS, the Board of Directors of Crowfoot Valley Ranch Metropolitan District No. 1 adopted the budget and appropriated funds for the 2023 fiscal year as follows:

General Fund:	\$ 300,000
Capital Project Fund:	\$ 27,303,024
Total	\$ 27,603,024

WHEREAS, additional expenditures in both the General Fund and Capital Project Fund are necessary resulting in expenditures in excess of appropriations for the 2023 fiscal year; and

WHEREAS, such additional expenditures are contingencies which could not have been reasonably foreseen at the time of adoption of the budget; and

WHEREAS, funds are available for such expenditures from unanticipated revenue (other than property taxes) or other surplus funds.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of Crowfoot Valley Ranch Metropolitan District No. 1 hereby adopts a supplemental budget and appropriation for the 2023 fiscal year as follows:

General Fund:	\$ 353,700
Capital Project Fund:	\$ 45,000,000
Total	\$ 45,353,700

BE IT FURTHER RESOLVED, that such sums are hereby appropriated for expenditure from any available funds in each of the General Fund and Capital Project Fund in accordance with the provisions of §29-1-109, C.R.S.

ADOPTED this 5th day of April, 2024.

CROWFOOT VALLEY RANCH
METROPOLITAN DISTRICT NO. 1

By: _____
Chad Murphy, Chair

ATTEST:

Peggy Ripko, Secretary

**CROWFOOT VALLEY RANCH METRO DISTRICT NO. 1
GENERAL FUND
AMENDED 2023 BUDGET SCHEDULE**

03/25/24

	ORIGINAL BUDGET 2023	AMENDED BUDGET 2023
FUND BALANCE - BEGINNING	\$ 92,820	\$ 117,677
REVENUES		
Property Taxes	428	428
Specific Ownership Taxes	42	40
Interest Income	1,122	5,552
Intergovernmental Revenues	237,148	237,330
Total revenues	238,740	243,350
Total funds available	331,560	361,027
EXPENDITURES		
Accounting	46,000	40,100
Auditing	12,000	12,700
Contingency	9,894	32
County Teasruer's Fees	6	406
District Management	31,500	24,700
Dues and Membership	1,000	1,100
Election	2,000	1,300
Insurance	7,000	6,062
Landscaping	50,000	93,000
Legal	40,000	18,500
Miscellaneous	600	100
Utilitites	100,000	155,700
Total expenditures	300,000	353,700
Total expenditures and transfers out requiring appropriation	300,000	353,700
FUND BALANCE - ENDING	\$ 31,560	\$ 7,327

**CROWFOOT VALLEY RANCH METRO DISTRICT NO. 1
CAPITAL PROJECT FUND
AMENDED 2023 BUDGET SCHEDULE**

03/25/24

	ORIGINAL BUDGET 2023	AMENDED BUDGET 2023
FUND BALANCE - BEGINNING	\$ -	\$ (495)
REVENUES		
Intergovernmental Revenue	27,303,024	22,495,000
Transfers from Other Funds	-	4,384
Developer Advance	-	22,495,688
Other Revenue	-	5,423
Total revenues	27,303,024	45,000,495
Total funds available	27,303,024	45,000,000
EXPENDITURES		
Capital Outlay	27,303,024	22,495,688
Engineering	-	3,889
Repay Developer Advance	-	22,495,000
Contingency	-	5,423
Total expenditures	27,303,024	45,000,000
Total expenditures and transfers out requiring appropriation	27,303,024	45,000,000
FUND BALANCE - ENDING	\$ -	\$ -

**Crowfoot Valley Ranch
Landscape Proposals**

Contractor	Total Price	Notes
Brightview	\$ 162,900.00	Did the installation
Cox Landscape	\$ 185,100.00	
Keesen Landscape	\$175,914.00	
Nature's Workforce (CDI)	\$ 189,256.00	

Frequency	Service
26	Mowing / Trimming / Blowing of clippings
1	Turf Fertilization (Timed-release blend)
1	Turf Pre-emergent Weed Control
2	Turf Post Emergent Weed Control
1	Aeration
13	Edge Curbs and Walks
30	Debris Removal - Summer
22	Debris Removal - Winter
52	Service Pet Waste Stations
2	Shrub Prune
1	Tree Trim
2	Maintain Tree Rings (if needed)
1	Trim Grasses / Perennials
26	Hand Pulling Weeds in Beds
1	Pre-Emergent Weed Control (Beds)
26	Post-Emergent / Spot Spraying (Beds)
1	Irrigation Activation
13	Irrigation Inspection
1	Irrigation Winterization
1	Spring Cleanup
1	Fall Cleanup
5	Beauty Band Mow (Fence Lines and Walking Paths)
2	Full Native Mowing
2	Native Weed Control

Dear Donna and Peggy,

On behalf of the BrightView team we thank you for your consideration towards having BrightView continue maintenance services for your community. We are confident that our strengths and experience represent the ingredients needed to properly maintain and promote your landscape assets.

With the ever-growing awareness and critical view many homeowner's have towards their landscape and their overall experience, we appreciate our role of maximizing that experience.

Our team and leadership has taken into account every aspect of your site and considered all resources we feel will be required to serve you and to exceed your expectations. We feel the following make us the most suitable choice:

- **CONSULTATIVE PARTNERSHIP APPROACH** – Our goal is for you to enjoy your landscape, not worry about it. We have extensive experience in transitioning landscapes from the installation and growth phase to a fully mature landscape. While other contractors would need to expend their energy on simply learning the property and working through learning curve Challenges, our “Hands-on” experience allows us to focus our energy and attention on properly maintaining your property and working with you on potential opportunities to improve it.
- **SUCCESS WITH SIMILAR LARGE PROJECTS** – With current clients like nearby Founders Village, Inspiration Metro District (SE Aurora), and Stepping Stone (Parker) our expertise towards executing a unique, customer-focused service plan for large communities will be a key factor in our success as your contractor. By being selective towards the clients we partner with, we limit the burden on our teams, ensure better alignment with our clients. Having a business that focuses on a limited number of large properties also means greater attention from upper-level managers who visit the site more often and have more direct involvement.
- **PROXIMITY** – Our book of business includes includes properties in Parker and Castle Rock and a office roughly 10 minutes away. This proximity is important because it fosters greater supervision and more productive time spent working on your site (vs traveling to and from it). Other benefits are a higher service quality, more proactive ideas being presented to you and greater responsiveness to work orders and service requests.
- **COURTESY AND PROFESSIONALISM** – We understand that it is important for your community to have a good working relationship with your contractor. In addition to a personable and knowledgeable management team, our staff is trained and evaluated on their professionalism, safety and courtesy while on our customer's properties. Our “landscape etiquette” is part of the training for each team member who will work on your property



From day one, BrightView provides you with a beautiful, safe, and healthy landscape that will maximize your investment, support your needs, and provide a welcoming environment for everyone - residents, families and visitors.

We see great potential in your landscape, and it is understood that the quality of our landscape and snow services and the thoroughness of our plan are an integral part to ensuring all residents are happy. Thank you once again for this opportunity. I will follow up with you no later than Friday (5/26) to see if you have any questions and to hopefully determine the next steps towards becoming your contractor.

We appreciate your consideration.

Sincerely,

A handwritten signature in black ink that reads "Shad Parrish".

Shad Parrish

Business Development Executive



Honors and Awards

This past November BrightView was recognized among our competitors for our work in the realm of landscape maintenance at the Associated Landscape Contractors of Colorado ELITE Awards. This is the 4th time in 10 years that our team has been recognized.

"Sara has provided her expertise in verifying good plant health, native grass growth and suggestions of punch list items throughout our walks. Sara has gone above and beyond to ensure all punch list items were completed in a high quality manner for the District. Our common area committee, which represents nine homeowners, trusts Brightview to do the job and to do the job well!"



An aerial photograph of a residential neighborhood with many houses, green trees, and a winding road. The houses are mostly two-story with grey roofs, and the trees are lush green.

Dear Alyssa and CVR Board,

On behalf of the BrightView team, please accept this proposal for landscape maintenance services, and our gratitude for your consideration of our team as your new service partner. With the ever-growing awareness and critical view many homeowner's have towards their landscape and their overall experience, we appreciate our role of maximizing that experience.

Through diligent evaluation of the community's unique grounds, we have a thorough understanding of your landscape features; every service area be it obviously or inconspicuous. Coupled with our matchless expertise and resources, we have developed a customized service plan and overall "solution" that will be of the greatest benefit to you. We are confident that our strengths and experience represent the ingredients needed to properly maintain and promote the community's landscape assets..

There is a distinct difference between a good landscape company, and the company who is the best fit to be your landscape partner. Our Operations team and leadership have considered all resources we feel will be required to serve you and to exceed your expectations. We feel the following key attributes make us the best fit for you:

- **COST-CONTROL STRUCTURE** – There are numerous factors that contribute to the money spent on maintaining your landscape; things ranging from routine mowing and weed pulling / spraying to irrigation repairs and tree replacements. What makes us different is that along with maintaining your landscape, we help our customers maintain their budget. You will benefit from a customized program that puts boundaries on your overall landscape-related costs. This means there won't be extra bills for common irrigation repairs, no charges for replacing dead trees, and the ability to allocate / shifts funds away from lesser needed tasks and towards those of greater need.
- **CONSULTATIVE PARTNERSHIP APPROACH** – Our goal is for you to enjoy your landscape, not worry about your landscape contractor. Through our Quality Site Assessment (QSA) developed during our review of your property and found in this proposal, we provide you with aspects of your landscape and service that will be improved "on our watch. We also offer a proprietary work order management system developed by BrightView's IT team which ensures accountability and follow through.
- **SUCCESS WITH SIMILAR LARGE PROJECTS** – With current clients like nearby Founders Village, Inspiration Metro District (SE Aurora), and Stepping Stone (Parker) our expertise towards executing a unique, customer-focused service plan for large communities will be a key factor in our success as your contractor. By being selective towards the clients we partner with, we limit the burden on our teams, ensure better alignment with our clients, and engage in more effective transitions with less "learning curve" challenges. Having a business that focuses on a limited number of large properties also means greater attention from upper-level managers who visit the site more often and have more direct involvement.

Your Dedicated Service Team

Wanting to be the absolute best possible resource for our clients, our Account Management program relies on a 2 person system called the Customer Service Team (CST). This structure is among the primary factors that allows us to focus on the detail items of our service to meet the needs of Associations such as yours.

Within each CST are well-defined roles and responsibilities which help align our service with our clients' goals, to carry out those goals by executing activities in the field, and support those goals through specialized teams, and well-trained personnel. Your primary point of contact, and the person who will be responsible for all work performed on your site, will be the Account Manager. Working under the Account Manager will be the Production Manager, who will oversee the crews and the execution of routine work as well as any work orders that can be addressed by the mowing crews.

Below is an account of our typical branch structure and the roles of both your Account Manager and Production Manager. This model allows each team member to excel in a very specific area, which best fits their strengths

Client Service Team: Key Design Features

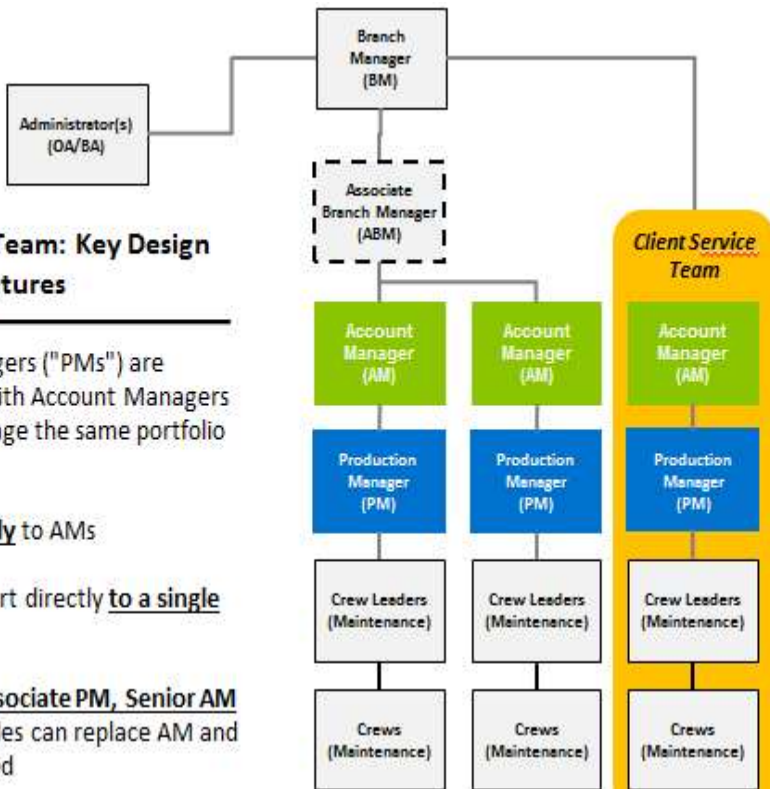
Production Managers ("PMs") are matched **1-to-1** with Account Managers ("AMs") and manage the same portfolio of clients

PMs **report directly** to AMs

Crew leaders report directly **to a single PM**

Associate AM, Associate PM, Senior AM and Senior PM roles can replace AM and PM roles as needed

We anticipate having a 4-person crew on-site approximately 1 8-hr day on a weekly basis for maintenance activities. They will perform mowing, trimming, edging, debris removal, bed weed control and weekly detention pond services. All other services will be performing by specialized crews to include fertilization and weed control (2 employees), irrigation services (1 technician), shrub pruning (3 employees). Staffing for special projects will depend on the nature and scale of work



Account Manager

Primary contact for clients in their portfolio, and oversees production manager to ensure client needs met
Key responsibilities:
 Customer Interface, Overall Customer Satisfaction and contract renewals
 Proactive identification of improvements
 Manage Production Manager

Production Manager

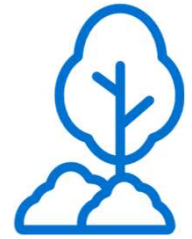
Serves as the liaison between the Account Manager and service teams. PM's are matched 1 to 1 with AM's and reports directly to the AM
Key responsibilities:
 Coordinate with AM to fully understand client needs
 Manage crews to execute work with safety, quality and efficiency
 Hires, develops and manages crew

Your BrightView Team

The team selected to maintain your property has the skills and experience necessary to meet your specific needs and expectations. We strive to find the most talented team members who are continuously advancing their skills and talents.

Below is a detailed account of our company structure, and the responsibilities of every level of our team that will be involved in your satisfaction

Job Title	Job Responsibility
Field and Landscape Crews	<ul style="list-style-type: none"> • Experienced landscape professionals at the heart of our company • Strong focus on attention to detail. • In charge of all ground work that will take place on site, including: mowing, blowing, edging, pruning, weeding and debris pick up. • Fulfill all contractual obligations and are directed by the Production Manager and Account Manager.
Crew Leader	<ul style="list-style-type: none"> • Ensures readiness of workers, tools, and materials • Trains field personnel • Performs and leads job specifications
Production Manager	<ul style="list-style-type: none"> • Manages and schedules crews • Ensures readiness of workers, tools and materials • Maintains safe working conditions • Trains field personnel • Ensures delivery of job specifications and quality
Account Manager	<ul style="list-style-type: none"> • Primary customer contact • Accountable for customer satisfaction • Ensures compliance to job specifications and quality
Branch Manager	<ul style="list-style-type: none"> • Ensures quality and efficient landscape management for clients • Consistently improves best practices within the service branch • Leads and supports all branch personnel
Vice President & General Manager	<ul style="list-style-type: none"> • Ensures quality and efficient landscape management for clients • Responsible for supporting the entire market’s successful operation



Dependable, Quality Service

Our team members participate in strict quality standards and continuous improvement training to ensure the service you receive is impeccable, efficient, and always excellent.

BrightView Standards of Excellence

Our proprietary Standards of Excellence promote best practices among the most common areas of landscape maintenance, enabling us to develop a cohesive, consistent strategy for your property. With a shared commitment and a focus on these standards, we will improve the quality of your landscape maintenance.

Our Standards of Excellence include:

- Site Cleanliness
- Timeliness of Native mowing
- Weed Free Beds, Cracks and Curbs, etc.
- Green Turf at the Clubhouse
- Crisp Edges
- Efficient Irrigation
- Neatly Pruned Trees & Shrubs

Quality Site Assessments

Your partnership with BrightView begins with a promise: quality landscape and client centric customer service. BrightView's formal Quality Site Assessments ensure we keep that promise. Our QSAs deliver:

- A forum for you to share feedback
- Progress updates on our work
- Time set aside to discuss opportunities
- A stronger partnership with you in the management of your landscape
- Accountability that ensures your landscape's success



Landscape Services Summary

Below is a breakdown of the tasks and their associated frequencies that make up your annual service program. We appreciate the opportunity to present our service offerings, and welcome open dialogue / discussion regarding how we can adjust services and pricing to fit your landscape AND financial needs

12 Month Landscape Maintenance Program

<u>Service:</u>	<u>Frequency:</u>
Mowing / Trimming / Blowing of clippings	26
Turf Fertilization (Timed-release blend)	1
Turf Pre-emergent Weed Control	1
Turf Post Emergent Weed Control	2
Aeration	1
Edge Curbs and Walks	13
Debris Removal - Summer	30
Debris Removal - Winter	22
Service Pet Waste Stations	52
Shrub Prune	2
Tree Trim	1
Maintain Tree Rings (if needed)	2
Trim Grasses / Perennials	1
Hand Pulling Weeds in Beds	26
Pre-Emergent Weed Control (Beds)	1
Post-Emergent / Spot Spraying (Beds)	26
Irrigation Activation	1
Irrigation Inspection	13
Irrigation Winterization	1
Spring Cleanup	1
Fall Cleanup	1
Beauty Band Mow (Fence Lines and Walking Paths)	5
Full Native Mowing	2
Native Weed Control	2
Total Annual Landscape Contract	\$162,900
Monthly Payment	\$ 13,575

**Thank you for the
opportunity to
present our
landscape solution.**

Should you have any questions, please
don't hesitate to reach out.

Shad Parrish, Business Developer

Shad.Parrish@BrightView.com

303-419-3470

RFP AND LANDSCAPE MANAGEMENT CONTRACT **Crowfoot Valley Metropolitan District**

I. Scope of Work

Furnish all supervision, labor, material, equipment and transportation required to perform all work hereinafter described for the property maintained by Crowfoot Valley Metropolitan District, as further identified in the attached maps of ownership and maintenance responsibilities. This maintenance contract will be by and between Cox Professional Landscape Services LLC hereinafter referred to as Contractor and Crowfoot Valley Metropolitan District, hereinafter referred to as Owner/Client. The Owner/Client or its designated agent is the authorized representative with respect to interpretation, judgement, inspection, coordination, reimbursement and otherwise execution of the terms and conditions of this Contract for Crowfoot Valley Metropolitan District.

II. Materials and Exhibit A

All materials used will either conform to bid specifications or will otherwise be acceptable to the Owner/Client. The Owner/Client requires that the Contractor bill back for all costs for such time and materials to the Owner/Client, as further identified as part under Exhibit A, attached hereto. Contractor shall furnish all horticultural supervision, labor, material, equipment and transportation required to maintain the landscape throughout the contract period, as specified herein. Contractor and Client/Owner agree that open, two-way communication will enhance the success of the goals of this contract. Contractor designated primary contact information is as follows:

Name: Randy Cox

Email: rcox@coxprolandscape.com

Phone: 303-810-4028

Emergency Contact Name: Kevin Cox

Emergency Contact Email: coxoffice@coxprolandscape.com

Emergency Contact Phone: 303-693-6878

III. Lawn Care

Mowing and Edging:

- The months of April and October all turf areas to be mowed every ten (10) business days, or more frequently as necessary as permitted by weather and ground conditions. Mowers will be set at the same level for the entire property. All turf areas to be mowed to approximately 2.5 to 3.5 inches during the growing season. Large riding mowers will only be allowed in large open areas.
- For May through September all turf areas to be mowed at least every seven (7) days.
- During extended rainy or dry periods mowing will take place as conditions dictate.
- All lawn areas of the property are to be completely mowed as follows:
 - The cutting height will be consistent throughout the property regardless of equipment used.
 - Except for problems of terrain or other ground conditions, uneven cutting, excessive scalping and inconsistent cutting due to poor or inadequately sized equipment are not acceptable.
 - Clippings should not be caught or removed from lawn area unless they are lying in swaths which may damage the lawn. Heavy amounts of clippings will be raked and removed from the property at no additional cost to the community. Clippings shall be removed from all walkways, curbs, steps, decks and streets. At no time may any excess clipping material be left on the property.
 - Litter and debris on lawn areas shall be removed prior to mowing.
 - Areas adjacent to all buildings, signs, fences and lights and other areas inaccessible to mowers shall be line trimmed at the time of mowing so as to present a well-groomed appearance with the exception of trees in turf areas where grass is allowed to grow completely to the trunk. Cost options to provide barriers to the Owner/Client at time and materials.
 - Edging of all turf areas along walks and drives will be performed with a steel-bladed edger to maintain a neat appearance to be performed monthly.

Fertilization:

- Lawns shall be fertilized as needed with a commercial fertilizer. The number of treatments will be determined by the type of nitrogen used and the type of turf, but will be at a minimum applied at a rate of two (2) pound of nitrogen, per 1,000 square feet, per growing season, unless otherwise agreed upon by the Owner/Client.
- Spreading will be by mechanical cyclone type spreader (hand operated or tractor mounted) with proper overlapping technique to prevent streaking. Adequate cleaning of sidewalks to be accomplished after each fertilization.

Weed, Disease, and Pest Control:

- The Contractor shall provide a complete program for the control of broad leaf weeds (dandelions, etc. including any growing in the cracks of sidewalks and street curbs adjacent to property owned and/or maintained by the Owner/Client) common to the turf. All application of a pre-emergent weed control chemical in accordance **with manufacturer's recommendations** for turf areas will be made at the **Contractor's discretion. Additional application pricing can be made on a time and materials basis.** Post emergent products used shall be registered for use by the Environmental Protection Agency.
- The Contractor shall use proper fertilization, mowing and watering practices to promote the growth of weed resistant turf. Additionally, applications of post emergence weed controls will be applied at times if warranted to control weeds without damaging desirable turf.
- Disease control is minimized through proper fertilization, mowing and water management. In the event that disease problems occur, Contractor will provide pricing to treat affected areas. This program does not include the prevention of disease with weekly or monthly applications of disease control products although such protection is available at additional cost.
- Contractor shall monitor turf for damaging pests and will provide the Owner/Client with recommended treatment options and associated pricing should pests be discovered.
- During application of chemical controls, the contractor shall exercise caution to ensure the safety of residents, their property and all private and community landscape materials.

IV. Shrub and Ground Cover Areas:

Edging:

- Ground cover shall be edged as needed to keep within bounds of bedding areas and away from obstacles.

Pruning:

- Shrubs are to be monitored for pest and/or disease problems on a regular basis with reports regarding problems and treatment options provided with associated pricing in a timely manner.
- Traffic and Corrective Growth pruning of shrubs shall be done throughout the growing season. Traffic pruning shall provide a clean, safe walking/driving path throughout the community and Corrective Growth Pruning will be a mid- season corrective prune for plants that start getting leggy (growing excessively and covering windows) or that are encroaching over a sidewalk. Since the corrective pruning is done during the hotter portion of the season, it is only meant help take off small portions of the plant, to minimize stress to the plant.
- Contractor will trim back any overhang, after the initial pruning, as requested by the Owner/Client. The initial pruning shrubs will be no later than June 1. A follow-up pruning of the overall property will be done in late summer or fall.
- The only exception to this initial pruning will be flowering shrubs which have not yet bloomed or which are in mid-bloom at the time.
- All trimmings will be removed from the site on the same day they are trimmed. All shrubs will be pruned in accordance with the **Owner/Client's** pruning policy.

- The **contractor may at the Owner/Client's** approval remove and or replace plants of a size, condition and variety acceptable to the Owner/Client, to be paid for by the Owner/Client unless due to the negligence of the Contractor. Any previous and all future replacements authorized by the Owner/Client, will be fully warranted by the Contractor for a minimum of one (1) year.

Weed, Disease, and Pest Control:

- Beds will be kept free of broadleaf and grassy weeds, preferably with pre-emergent and/or selective post-emergent contact herbicides or by manual removal (hand-pulling).
- Contractor shall monitor shrubs and planting materials for disease and damaging pests and will provide the Owner/Client with recommended treatment options. Contractor shall implement appropriate pest control measures should pests be discovered upon approval of the Owner/Client.
- Disease control options will be presented with associated pricing.
- During application of chemical controls, the contractor shall exercise caution to ensure the safety of residents, their property and all private and community landscape materials.

V. Tree Care:

- Fallen leaves will be cleaned up once leaf drop is complete to maintain a clean and neat appearance. The contractor may at the Owner/Clients approval remove and or replace trees of a size, condition and variety acceptable to the Owner/Client, to be paid for by the Owner/Client (time and materials) unless due to the negligence of the Contractor. Any previous and all future replacements authorized by the Owner/Client, will be fully warranted by the Contractor for a minimum one (1) year.
- Labor and equipment (hoses, etc.) will be furnished by the Contractor as necessary to water trees, shrubs and turf to supplement the automatic sprinkler system or as may be required during drought conditions to maintain the health of those plants in the community upon written approval from the Owner/Client with associated pricing. Special attention will be given to all new plants with all costs to be invoiced and paid by the Owner/Client.

Staking:

- Staking and guying activities will generally apply to newly installed plant materials. If present, stakes and guys will be inspected on an ongoing basis. Removal of stakes and guying material shall be done as necessary, no later than one year following the planting of any tree. All costs for this service to be invoiced and paid by the Owner/Client.

Insect Control:

- During application of chemical controls, the contractor shall exercise caution to ensure the safety of residents, their property and all private and community landscape materials.

VI. Wood and Rock Mulched Bed Areas:

Wood or rock mulch areas will be inspected on days of service. If necessary, weeds and grasses shall be hand-pulled or controlled with recommended, legally approved herbicides. In those areas with excessive mulch build up alternatives will be discussed with the Owner/Client. At the owners request, wood and rock mulched beds will be inspected evenly distributed and replenished to maintain a neat appearance, with time and material costs to be paid for by the Owner/Client upon written approval.

VII. Crusher Paths/Trails, trash cans, pet stations, and native grass (if present):

Any crusher fine paths/trails within the property must also be kept weed free during the growing season. Annual inspection of material replenishments will be done by Contractor and will be given to Owner/Client with associated pricing. Weekly inspection and replacement of bags with materials only to be invoiced to Owner/Client. Any native areas present will include two mowings wall to wall in the late summer and beauty banding along boundaries as needed as part of this agreement.

VIII. Irrigation System:

Upon acceptance of this Contract, the Contractor shall assume full responsibility for the performance and operation of the irrigation system presently installed. The irrigation system will be defined as all parts of

the automatic sprinkler system including time clocks, solenoid valves, wiring, backflow preventers, mechanical valves, piping, hosing, tubing, heads, protective and support items including the main stop and waste valve near the meter. The Contractor shall be held fully responsible for the loss of any plant materials, turf or trees due to inadequate irrigation practices or inadequate performance of the irrigation system due to **Contractor's** negligence.

Water Conservation:

- Owner/Client and Contractor agree that water is an important resource that needs to be managed and conserved. During extended cold or rainy periods, the irrigation system will be shut down. Occasional rain storms or cold weather may not constitute an adequate reason for full system shutdown/protection. Protection of exposed parts of the automatic irrigation system to avoid sudden freeze damage will be invoiced and paid by the Owner/Client for time and materials.

Activation:

- Seasonal activation of the irrigation system will be performed as part of the base contract.
- Contractor will be responsible for determining when to activate the system. At the time of activation, all necessary repairs will be performed to bring the system up to operating condition. The Owner/Client will pay for time and materials on all irrigation repairs for the spring according to the pricing outlined in Exhibit A of this agreement.
- The irrigation system will be continuously monitored and maintained for both above and below ground system operations maintenance to confirm a fully operational and properly functioning system exists, including adjustments as required to maintain overall efficiency of the system and to eliminate stress areas.
- Contractor agrees to work with the Owner/Client in seeking alternative methods to lower irrigation water usage.

- Repairs and replacements as required will be at the expense of the Owner/Client for materials only at the **Contractor's published pricing**. Labor for all irrigation work will be billed at rates as identified under Exhibit A. The Contractor is authorized to perform any one single repair that is reasonably expected to be less than \$1,000.00 without further authorization from the Owner/Client. Any single repair in excess of that amount shall be authorized by the Owner/Client before commencing repair work, except in cases of emergency. Any damage to the irrigation system resulting from or caused by the Contractor, his employees or a Sub-Contractor in the performance of his duties, including, but not limited to snow removal and mowing operations, shall be repaired by the Contractor to the Owner/Client's **satisfaction** at no expense to the Owner/Client.

- Damages caused by the Contractor during the normal course of operation will be repaired by the Contractor in a prompt manner at no expense to the Owner/Client.

Deactivation/Winterization:

- Seasonal deactivation and winterization of the irrigation system will be performed in the fall of each year, typically in October or November, depending on weather conditions. The irrigation system will be drained of water and will have forced air injected into the lateral and pressure lines.
- Any damages attributable to improper winterization of the system will be paid for in full, by the Contractor.

Emergency Service Calls and Best Management Practices (BMP):

- Emergencies are defined as after-hours calls between the hours of 6:00 p.m. and 8:00 a.m. Monday-Friday, all day Saturday and Sunday, and recognized holidays and are to be paid by the Owner/Client at the published pricing on Exhibit A of this agreement.

- The Contractor shall respond to all such emergency calls within sixty (60) minutes of the receipt of the call and thereafter have sixty (60) **minutes to "cure" noted violations, such as but not** necessarily limited to, stuck valves, line breaks, etc.

IX. Landscape/ Debris Cleanup, Maintenance Programs:

All landscape areas shall be inspected on days of service and excess landscape debris cleaned up and removed. In-scope sidewalk and curb areas will be kept clean with the use of power operated blowers. Weeds shall be removed from the landscaped areas to provide a weed-free landscape, using either chemical or manual means. Weeds in paved areas, including sidewalks and curbs shall be included in the weed control program.

X. Aeration:

Aeration has been proven to improve water and fertilization penetration to the root zone. It also reduces run-off and assists in conserving water use. All turf areas will be aerated once a year, in the spring, prior to June 15th or in the fall prior to October 31st.

XI. Winter Services:

Contractor shall remain available to price and perform services during months contract is not in effect. Weekly policing and removal of trash from property.

XII. Bio-Hazards:

Contractor shall not be responsible for policing, picking up, removing or disposing of certain materials that may be bio-hazards on the Owner/Client's **property**. This includes, but is not limited to items such as dead/dying animals, **hypodermic needles (Sharps/needles will not be handled by the Contractor's** employees at any time), condoms, feminine hygiene products, clothing or materials used in the process of cleaning up bodily fluids. Contractor shall only be obligated to report/communicate any observations of potential biohazards to the Owner/Client for their appropriate removal by others, unless previously arranged by the Owner/Client and Contractor.

XIII. Damages:

No liability for any damages or injury resulting from unauthorized tampering or use of the Contractor's equipment while located on the premises shall be assumed by the Owner/Client. The Contractor shall indemnify and hold harmless the Owner/Client from any and all claims, damages, losses, liability, demands, costs or expenses, including attorney's fees and costs of litigation caused in whole or in part or in any way **attributable to Contractor's activities or those of its employees, agents, or Subcontractors or Contractor's** presence on the site. The Contractor shall take every precaution **to avoid damage to Owner/Client's property. Damage to Owner/Client's property due to any negligent act, intentional or unintentional, or omission by the Contractor, its employees, agents or subcontractors shall be the responsibility of the Contractor.** Said damages may be referred to the Contractor's insurance carrier for payment at the **Contractor's discretion, but the Contractor's** liability will not be limited by the amount of insurance proceeds available. Any disputes regarding responsibility for damages will first be handled through professional mediation between the Board of Directors, its Association, and the Contractor. After notifying the Contractor of damages to **Owner/Client's property, the Owner/Client** may, at its discretion, authorize the Contractor to repair the damages or request repair from other sources and deduct the cost for the repairs from payment to the Contractor.

XIV. General Items:

Insurance/Licenses/Taxes:

- The Contractor will provide the Owner/Client with certified copies of automobile and general liability insurance certificates but not less than \$ 1,000,000.00 combined single limits current through the contract period and list the Association as an additional insured.
- The Contractor will provide Workman's Compensation, Unemployment Insurance and any other insurance required by law and /or the Owner/Client.
- The Contractor agrees to obtain and pay for all licenses required by City, County, State or Federal governments that are necessary for the legal conduct of his business.
- The Contractor agrees to pay all applicable taxes, including sales tax on materials supplied.

Workmen and Equipment:

- The Contractor's supervisor will be experienced in landscape maintenance and should preferably have an education in ornamental horticulture. All of the Contractor's employees will be neat and clean.

Illegal Alien Workers.

- Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or contract with a sub-contractor who knowingly employs or contracts with an illegal alien to perform work under this Agreement. Execution of this Agreement by Contractor shall constitute a certification by Contractor that it does not knowingly employ or contract with an illegal alien and that the Contractor has participated or attempted to participate in the Basic Pilot Employment Verification Program administered by the United States Department of Homeland Security, ("Basic Pilot Program") in order to verify that it does not employ any illegal aliens. Contractor shall comply with the following:

- The Contractor has confirmed or attempted to confirm the employment eligibility of all employees who are newly hired for employment in the United States through participation in the Basic Pilot Program and if the Contractor is not accepted into the Basic Pilot Program prior to entering into this Agreement, that the Contractor shall apply to participate in the Basic Pilot Program every three months until all Contractor requirements under this Agreement are completed or until Contractor is accepted into the Basic Pilot Program, whichever occurs earlier.

- Contractor shall not utilize the Basic Pilot Program procedures to independently undertake pre-employment screening of job applicants.

- Contractor shall require each subcontractor to certify that subcontractor will not knowingly employ or contract with an illegal alien to perform work under this Agreement. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien the Contractor shall be required to:

- * Notify the subcontractor and the Owner/Client within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

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

- Contractor shall comply with any reasonable request by the Department of Labor and Employment ("Department") made in the course of an investigation by the Department.

- If Contractor violates any provision of this Section, Owner/Client may terminate this Agreement immediately and Contractor shall be liable to Owner/Client for actual and consequential damages of Owner/Client resulting from such termination and Owner/Client shall report such violation by Contractor to the Colorado Secretary of State as required by law.

OSHA Regulations:

- The Contractor will meet all OSHA requirements as part of this contract and supply a MSDS sheets.

- The Contractor and his employees will conduct themselves in a professional and workmanlike manner while working on or about the premises.

- The Contractor will furnish and maintain all equipment necessary to properly accomplish the duties of the Contract. Special care will be given to the operation of hazardous machinery and the use of chemicals including, but not limited to: Lawn chemicals, insecticides, fuels, mowing machines, edgers, weed eaters, cultivating and aerating machines, etc. Such equipment and materials will be used in such a way that they are not left unattended or otherwise allowed to present a health and safety hazard to workmen, residents, or guests; with special consideration for children. All breaks and or lunches taken in the community by the Contractor and/or the Contractors employees, must be done at a mutually agreed upon location, of which locations around any clubhouse facility and/or surrounding grounds will not be allowed as applicable.

- All fueling of machinery will be done on paved areas or parking lots.

Payment for Services:

- The total annual contract for all services as outlined in this contract will be \$185,100.00, payable in 12 equal payments of \$15,425.00 excluding those services that are terminated, identified as either material and/or labor costs or are agreed upon additional approved services. This payment schedule is for the convenience of both parties and does not reflect the actual work done during a particular month. Contract invoices will be invoiced at the beginning of each month (in advance) for the service month which is to be paid by the end of the invoiced month. All additional invoices will be submitted as they occur by the 24th of each month and will be paid by the Owner/Client by the end of the invoiced month.
- All work requested by the Owner/Client that is out-of-scope to this Contract must be given to the Contractor in writing and issued by an authorized representative of the Owner/Client. Payment request for each such special work order must be submitted solely for that specific work order.

Modification:

- Terms and conditions of this Contract can be modified by the Owner/Client in all case(s) of eliminating a specific contractual service, but to add or modify a service the proposed change must be mutually agreed upon by both the Owner/Client and Contractor in writing.

Term, Termination:

- This Contract shall be for 12 months commencing April 1st, 2024 and ending on March 31st, 2025, with an automatic one-year renewal with a 5% increase in total price and same conditions unless otherwise provided in writing by either party within sixty (60) days of the end of the term of the contract period. The Owner/Client may terminate the Contract immediately for cause. Otherwise, termination must be accomplished in writing by either party with thirty (30) **days' notice**. Work will continue during the notice period unless otherwise agreed by both parties.

XV. Acknowledgment of Contract

We the undersigned, representing Crowfoot Valley Metropolitan District and Cox Professional Landscape Services LLC agree to the terms and conditions as set by this agreement with our signatures below, this _____ day of _____ 2024

Crowfoot Valley Metropolitan District, Authorized Representative

Cox Professional Landscape Services LLC, Authorized Representative

2024

EXHIBIT A
Contractor Bill Back and Material Costs
Contractor Labor Rates
Effective for 2024 Landscape Season

Labor Rates:

Foreman with a truck	\$65.00 per hour
Native mowing	\$95.00 per hour
Auditor - Irrigation/Water Management	\$125.00 per hour
Backflow testing	\$165.00 per back flow
Emergency call out off hours <i>*two hour minimum*</i>	\$105.00 per hour
Irrigation Technician/Skilled labor	\$ 75.00 per man-hour
General Laborers	\$ 65.00 per man-hour
Chemical applications	\$150.00 per hour
Consulting – Arborist	\$150.00 per hour
Landscape consultation	\$150.00 per hour
Pesticide Applications	\$ Bid per job
Skid steer front end loader	\$245.00 hour

Crowfoot Metro District

Maintenance Agreement

Revised Documents 1A

We are Keesen Landscape, a full-service landscape & snow removal provider. For over 50 years we've been rising before the sun, rolling up our sleeves, growing strong, healthy plants and creating beautiful environments. We have built our business on service and integrity. Our philosophy is simple; we strive to maintain the highest quality standards and to exceed customer's expectations.



MISSION

Our Mission - we are a progressive organization dedicated to building relationships and delivering exceptional service through leading commercial landscape firms across the Central US. We deliver the ordinary in extraordinary ways, by operating our business with a shared vision of excellence - combining best practices and the right tools for the job with ongoing training and support. Our landscape companies are the first choice for employees and for clients in the markets they serve.

CURRENT KEESEN CUSTOMERS WITH A SIMILAR SCOPE OF WORK

Stonegate

Saddle Rock South Authority

Southshore



CERTIFICATIONS

- OSHA 10 Hour Certified
- QS - CO Qualified Chemical Supervisor & Certified Applicators
- IA - Certified Irrigation Auditor
- GREENCO Certified – Best Management Practices BMP
- QWEL – Certified Irrigation Professional
- ISA - Certified Arborist - International Society of Arboriculture
- CLT - Certified Landscape Technician
- ASCA - Associated Snow Contractors of America Professional
- SIMA – Certified Snow & Ice Management Professional



HUMAN

We do love plants, but our true mission is to assist others through cultivating human connections.



EXCEPTIONAL

Our best efforts energize everything we do.



ACCOUNTABLE

We own the outcomes in our relationships with each other and our clients.



RESPECTFUL

We believe in the Golden Rule.



TRUSTED

Clients know they can count on us to keep their best interests at heart.



Crowfoot Metro District



Legend

Name

 Secondary Mowing Area



(303) 761-0444
(303) 761-4366 FAX
www.keesenlandscape.com

Landscape Maintenance Agreement

February 27, 2024

Contract No. - 105048

Crowfoot Metro District
c/o Special District Management Services
141 Union Boulevard, Suite 150
Lakewood, CO 80228-1898

This is an Agreement between Keesen Landscape Management, Inc., ("Keesen"), 3355 South Umatilla Street, Englewood, CO 80110, and Crowfoot Metro District c/o Special District Management Services ("Client"), 141 Union Boulevard, Suite 150, Lakewood, CO 80228-1898. This Agreement shall commence on April, 1 2024 and conclude on March, 31 2025.

Scope

Landscape and grounds maintenance as outlined in this Agreement.

General Requirements

Keesen shall furnish all labor, materials and equipment necessary to perform operations in accordance with the scope of work.

1. Coordination between Keesen and the Client shall be required.
2. Keesen shall be responsible for any damages to the grounds caused by its workforce while performing the requirements of these specifications herein. Labor and materials for the repair or replacement of these damages shall be provided and borne by Keesen.
3. Keesen reserves the right to an arbitration hearing with the Client on questionable damage.
4. Keesen will comply with all federal, state and local licensing requirements.
5. Due to a change in Colorado's Department of Agriculture Rules and Regulations (Rule 9.04), we are now required to have written permission from our customers to communicate VIA Electronic means about pesticide applications. Electronic communication will take the form of one or more of the following; Voice mail, Email, text or fax. By signing this contract or addendum you are agreeing to electronic communication

Subcontractors

Keesen is responsible for the fulfillment of this Agreement and may occasionally use qualified subcontractors to complete certain items.

Modification or Amendment

This Agreement constitutes the entire understanding between the Client and Keesen and no modification, amendment, renegotiations or other alteration to the terms of the Agreement shall be of any force or effect unless mutually agreed upon by the parties and embodied in writing.

Termination

Keesen shall be responsible for the performance of all service items unless the Client provides notice of cancellation of a specific service prior to its completion by Keesen, or Keesen has placed the account on hold. Cancellation of a single service will not have any effect upon the status of any other remaining uncompleted services.

Either party may terminate this Agreement by notice in writing to the other party at the respective address herein stated. Notice is to be given at least thirty (30) days prior to the effective date of such termination. Non-payment as agreed to by contractual agreement may constitute immediate cancellation. In the event of termination by either party, full payment for services performed or materials provided becomes due and payable on or before the date of termination. In the event of prepayment of services or materials not performed, refund will be due and payable on termination date.

Insurance

During the term of this agreement, Keesen shall at all times be covered by commercially reasonable general liability, automotive and workers compensation insurance. Evidence of coverage shall be provided upon the Client's request.

Force Majeure and Delays

Keesen's obligations under this Agreement are accepted subject to strikes, labor troubles (including strikes or labor troubles affecting any suppliers of Keesen), floods, fires, acts of God, accidents, delays, shortages of equipment, contingencies of transportation, and other causes of like or different character beyond the control of Keesen. Impossibility of performance by reason of any legislative, executive, or judicial act of any government authority shall excuse performance of or delay in performance of this Agreement.

Primary Maintenance

MOWING - Turf areas will be mowed weekly from May through September or as deemed necessary by Maintenance Contractor according to growth and weather conditions. Mowing will be performed every 7 to 14 days in April and October depending on growth and weather conditions. Grass clippings will be mulched and not caught or removed from turf areas unless deemed necessary by Maintenance Contractor.

TRIMMING - Turf areas will be string trimmed as needed during each mowing occurrence. Areas inaccessible to mowers will be trimmed to present a well-groomed appearance.

EDGING - Turf areas will be edged along sidewalks twice monthly from May through September and once monthly in April and October. Curbs will be edged approximately one time per month from April through October.

BLOWING - Debris from turf maintenance operations will be blown off sidewalks and curbs adjacent to landscape areas.

SUMMER POLICING - Landscape areas will be policed for loose trash and debris during mowing services. Unless otherwise specified in this agreement, policing does not include parking lots, improperly contained dumpsters, debris and trash from vandalism and acts of God. Rock and wood mulch will be

maintained in their proper areas.

WEEDING - Landscape beds (except annual floral beds and some perennial gardens which are contracted separately) will be weeded using a combination of hand-pulling and chemical applications. Weeds growing out of cracks in sidewalks, driveways and private streets/parking lots will be treated chemically.

TREE RINGS - To protect tree bark from mowing and trimming operations, trees in manicured turf areas will be chemically ringed to control grass and weeds adjacent to tree trunks.

Spring Clean-Up

Clean-up of landscape areas will be performed one (1) time in the Spring. This may include pine needle and leaf clean-up, edging, mowing and any other activities the Maintenance Contractor deems necessary to prepare the property for the coming season.

Fall Clean-Up

Depending on weather conditions, clean-up will typically begin in early November. There will be one leaf clean-up service completed and depending on leaf drop timing, there may be a second visit. Clean-up will typically last through December and all manicured landscape and adjacent areas will be cleaned.

Spring Aeration

Spring core aeration will be performed on all turf areas with plugs being left to break down on their own.

Summer Pruning

Timing of pruning may vary by plant species.

Shrubs under ten feet (10') will be pruned to promote plant health and aesthetics. Pruning may include a combination of shearing and/or selective hand pruning where deemed necessary by Maintenance Contractor.

Lower limbs on trees, up to ten feet (10'), will be pruned or removed for pedestrian and vehicle traffic clearances where necessary. This applies to trees that have been maintained for the respective clearances.

Removal of trees and shrubs, reduction pruning, rejuvenation pruning (including Acts of God), splitting of ornamental grasses, staking, guying, wound repair, or wrapping trees (unless otherwise stated in this Agreement) and replacement or installation of trees and shrubs is not included.

Winter Pruning

Timing of pruning may vary by plant species.

During the dormant season, select shrubs under ten feet (10') will be pruned to promote plant health and aesthetics. Pruning may include a combination of shearing and/or selective hand pruning where deemed necessary by Maintenance Contractor.

Lower limbs on trees, up to ten feet (10'), will be pruned or removed for pedestrian and vehicle traffic

clearances where necessary. This applies to trees that have been maintained for the respective clearances.

Removal of trees and shrubs, reduction pruning, rejuvenation pruning (including Acts of God), splitting of ornamental grasses, staking, guying, wound repair, or wrapping trees (unless otherwise stated in this Agreement) and replacement or installation of trees and shrubs is not included.

Ornamental Grass Cutting

Ornamental grasses will be cut one (1) time per year, typically in late winter, to approximately one quarter of the existing height. For year-round agreements, select grasses may be cut if they become damaged by snow or hinder pedestrian or vehicle traffic.

Bed Pre-Emergent

Pre-emergent will be applied to bed areas to aid in controlling weed growth.

Native Mowing Area

Mowing of targeted native areas 2 times per Maintenance Agreement using tractors, mowers or other equipment deemed appropriate by the Maintenance Contractor.

Native Perimeter Mowing

Mowing of targeted native areas 5 times per Maintenance Agreement using tractors, mowers or other equipment deemed appropriate by the Maintenance Contractor.

Native Broadleaf Weed Control - Early Spring

Native broadleaf weed control will be applied (LIST SPECIFIC AREAS). This application will occur in the early spring depending on weather.

While rare, select noxious species may require separate treatment at an additional charge.

Native Broadleaf Weed Control - Early Summer

Native broadleaf weed control will be applied (LIST SPECIFIC AREAS). This application will occur in the early summer depending on weather.

While rare, select noxious species may require separate treatment at an additional charge.

Irrigation Activation

The Maintenance Contractor will activate the irrigation system in the spring as weather conditions allow. The irrigation system will be checked and adjusted as necessary and controllers programmed for early

season watering needs. Activation does not include labor or materials for repairs, these items will be billed at \$82.00 per man-hour plus materials.

Irrigation Winterization

Winterization of the irrigation system will be performed in the Fall, typically in October or November depending on weather. Forced air will be used to void the system of water.

Exterior backflow wrapping or draining is not included and will be performed as necessary according to weather conditions at \$75.00 per device.

Backflow removal and storage is not included unless otherwise mentioned in this Agreement. Winterization does not include labor or materials for repairs, these items will be billed at \$82.00 per man-hour plus materials.

Irrigation System Checks

The Maintenance Contractor will check the irrigation system operation on a regular basis to insure proper operation, adjust spray patterns and maintain controller programming to seasonal needs. Drip systems will be checked for on/off function only. All necessary irrigation repairs will be \$82.00 per man-hour plus materials unless specified differently in this Agreement. After hours emergencies will be invoiced at \$100.00 per hour.

Slow Release Fertilizer

(1) Slow release turf fertilizer application, (1) broadleaf weed pre-emergent application, and (2) post emergent broadleaf applications to targeted turf area(s) per Maintenance Agreement.

Broadleaf 1

Broadleaf weed agent application for control of broadleaf weeds in targeted turf areas per Maintenance Agreement.

Broadleaf 2

Broadleaf weed agent application for control of broadleaf weeds in targeted turf areas per Maintenance Agreement.

Broadleaf 3

Broadleaf weed agent application for control of broadleaf weeds in targeted turf areas per Maintenance Agreement.

Winter Policing

Landscape areas will be policed for loose trash and debris weekly or as weather permits. Unless otherwise specified in this agreement, policing does not include parking lots, improperly contained dumpsters, debris and trash from vandalism and acts of God. Rock and wood mulch will be maintained in their proper areas.

2024 CONTRACT SUMMARY

INCLUDED SERVICES	TOTAL COST
Primary Maintenance	\$31,460.00
Spring Clean-Up	\$2,000.00
Fall Clean-Up	\$4,000.00
Spring Aeration	\$80.00
Summer Pruning	\$1,800.00
Winter Pruning	\$1,458.00
Ornamental Grass Cutting	\$2,083.00
Bed Pre-Emergent	\$2,250.00
Native Mowing Area	\$31,110.00
Native Perimeter Mowing	\$31,820.00
Native Broadleaf Weed Control - Early Spring	\$23,167.00
Native Broadleaf Weed Control - Early Summer	\$23,167.00
Irrigation Activation	\$1,600.00
Irrigation Winterization	\$2,683.00
Irrigation System Checks	\$7,800.00
Slow Release Fertilizer	\$455.00
Broadleaf 1	\$287.00
Broadleaf 2	\$287.00
Broadleaf 3	\$287.00
Winter Policing	\$8,120.00
TOTAL	\$175,914.00

BILLING SCHEDULE

SCHEDULE	SERVICE COST	TOTAL COST
April	\$14,659.50	\$14,659.50
May	\$14,659.50	\$14,659.50
June	\$14,659.50	\$14,659.50
July	\$14,659.50	\$14,659.50
August	\$14,659.50	\$14,659.50
September	\$14,659.50	\$14,659.50
October	\$14,659.50	\$14,659.50
November	\$14,659.50	\$14,659.50
December	\$14,659.50	\$14,659.50
January	\$14,659.50	\$14,659.50
February	\$14,659.50	\$14,659.50
March	\$14,659.50	\$14,659.50
TOTAL	\$175,914.00	\$175,914.00

The term of this Agreement commences on 4/1/2024 and will be in effect until 3/31/2025 and is subject to the termination clause as noted.

In consideration for performance of the services outlined in this Agreement for Crowfoot Metro District c/o Special District Management Services, 141 Union Boulevard, Suite 150, Lakewood, CO 80228-1898. Client agrees to submit timely payments according to the above billing schedule. Payments are to be made on or before the first day of each month. Time and material charges are billed separately as incurred for payment.

The account is considered past-due 30 days after the billing date. All balances 30 days or more past due are subject to a service charge of two percent (2%) per month (twenty-four percent <24%> per year). If reasonable attempt to negotiate fail, Client hereby agrees to pay all reasonable attorneys' fees, court costs, and any other expenses of collection incurred by Keesen.

We, the undersigned, agree to the terms and conditions as set forth by this Agreement between Crowfoot Metro District and Keesen Landscape Management, Inc.

By _____
Shane Chisholm

Date 2/27/2024

Keesen Landscape Management, Inc.

By _____

Print _____

Date _____

Authorized Representative for
Crowfoot Metro District



303-471-1522
 naturesworkforce.com

To: SDMS	Contact: Peggy Ripko
Address: 141 Union Boulevard, Suite 150 Lakewood, CO 80228	Phone: 303-987-0835 Fax: 303-987-2032
Project Name: Crowfoot Metro District - Apr '24 - Mar '25	Bid Number:
Project Location: Castle Rock, CO	Bid Date: 2/21/2024
Addendum #: N/a	

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Summer Weekly Services: Mow, Trim, Blow, Bed Weeding, Trash Pick Up, Edging 13 Times, Spray Tree Rings 3 Times Change Out Trash Bags In Dog Stations And Trash Receptacles	26.00	EACH	\$1,019.00	\$26,494.00
Winter Trash Removal: Police Property For Trash, Change Out Trash Bags In Dog Stations And Trash Receptacles Excludes Pick Up Of Hazardous Materials Or Dead Animals	26.00	EACH	\$239.00	\$6,214.00
Pruning Shrubs And Trees: Shrub Pruning 2x Tree Pruning Up To 12' 1x	2.00	EACH	\$3,282.00	\$6,564.00
Spring Clean Up: Cut Ornamental Grasses Back, Remove Pine Needles, And Blow Debris Out Of Beds	1.00	EACH	\$5,391.00	\$5,391.00
Fall Clean Up: Leaf Removal From All Landscape Areas, Cut Back Herbaceous Perennials	1.00	EACH	\$4,000.00	\$4,000.00
Pre-emergent Herbicide: Application To Landscape Beds:	1.00	EACH	\$2,787.00	\$2,787.00
Aeration Of All Turf Areas:	1.00	EACH	\$307.00	\$307.00
Turf Fertilization And Broadleaf Herbicide: Season Long 1 Application Of Season Long Fertilizer With Pre-emergent 3 Applications Of Post Emergent Broadleaf Weed Control	3.00	EACH	\$301.50	\$904.50
Irrigation Checks: Bi-Weekly Irrigation Checks	13.00	EACH	\$716.50	\$9,314.50
Irrigation System Spring Start Up:	1.00	EACH	\$2,053.00	\$2,053.00
Irrigation System Winterization:	1.00	EACH	\$2,657.00	\$2,657.00
Native Grass Field Mowing:	2.00	EACH	\$17,200.00	\$34,400.00
Native Grass Beauty Band Mowing: Mow A 10' Wide Band Along Sidewalks, Turf Areas, And Fence Lines That Are Adjacent To Native Grass Fields 10' Is Based On What Was Currently Done On Site	5.00	EACH	\$8,212.00	\$41,060.00
Native Grass - Broadleaf Herbicide: 2 Spot Applications Of A Broadleaf Herbicide Does Not Control Grassy Weeds.	2.00	EACH	\$23,555.00	\$47,110.00

Total Bid Price: \$189,256.00

Notes:

- Irrigation rates will be \$ 82.00 per hour for a irrigation technician and any necessary materials will be additional.
- **This proposal is good for 30 days following the date given on the proposal.**
- **Nature's Workforce**, a Consolidated Divisions, Inc. company.

An Equal Opportunity Employer

Payment Terms:

Payment due 30 days from invoice.



303-471-1522
naturesworkforce.com

To: SDMS	Contact: Peggy Ripko
Address: 141 Union Boulevard, Suite 150 Lakewood, CO 80228	Phone: 303-987-0835 Fax: 303-987-2032
Project Name: Crowfoot Metro District - Apr '24 - Mar '25	Bid Number:
Project Location: Castle Rock, CO	Bid Date: 2/21/2024
Addendum #: N/a	

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

CROWFOOT VALLEY RANCH METROPOLITAN DISTRICT NO. 1

A RESOLUTION ACCEPTING ENGINEER'S REPORT #05

A. The Crowfoot Valley Ranch Metropolitan District No. 1 (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado and a duly organized and existing special district pursuant to Title 32, Article 1, C.R.S.

B. Under the Amended and Restated Consolidated Service Plan of the District and Crowfoot Valley Ranch Metropolitan District No. 2 (“**District No. 2**” and together with the District, the “**Districts**”) approved by Douglas County in 2008, the Districts are authorized to finance the construction of public improvements (the “**Public Improvements**”) in connection with development within the boundaries of the District.

C. Pursuant to an Amended and Restated Facilities Agreement dated as of January 1, 2008, as amended, District No. 2 has agreed to finance the Public Improvements to be constructed and/or owned by the District; and

D. Crowfoot Valley Ranch Metropolitan District No. 2 has issued its Junior Lien Limited Tax General Obligation Bonds, Series 2022C(3) (in the Total Aggregate Principal Amount of up to \$28,563,000) (the “**Series 2022C Bonds**”), pursuant to the Indenture of Trust (Junior Lien) dated as of December 1, 2022.

E. HT Canyons South Development LP (“**HT Canyons South**”) is a property owner and developer of real property located within the Districts.

F. The District and HT Canyons South entered into a Construction Funding Agreement, date October 27, 2020, (the “**Construction Funding Agreement**”) under which HT Canyons South agreed to construct Public Improvements, specifically concrete and paving improvements for the street and roadways in Canyons South Filing 1A, via a construction contract with Scott Contracting, dated April 2, 2020, and the District agreed to reimburse HT Canyons South for certified costs related to construction of the Public Improvements.

G. The District and Canyons South LLC entered into a Facilities Funding and Acquisition Agreement, dated as of February 2, 2007 (the “**2007 FFAA**”) for the purpose of providing payment to Canyons South, LLC for its costs incurred in the planning, design, engineering, acquisition, construction, installation and completion of the Public Improvements.

H. Canyons South, LLC and HT Canyons South entered into an Assignment and Assumption of Agreement (Facilities Funding and Acquisition Agreement), dated May 11, 2018, for the purpose of assigning Canyons South, LLC’s right, title and interest in, to and under the 2007 FFAA to HT Canyons South.

I. In conjunction with issuance of the 2022C Bonds, the 2007 FFAA has subsequently been amended pursuant to the First Amendment to Facilities Funding and Acquisition Agreement, dated December 5, 2022 to, among other things, add Crowfoot Valley Ranch Metropolitan District No. 2 as a party and to recognize the issuance of the 2022C Bonds (the "**Reimbursement Agreement**").

J. Pursuant to the Construction Funding Agreement and the Reimbursement Agreement, the District's engineer, Ranger Engineering, LLC ("**Ranger**"), has reviewed invoices, construction plans, proof of payments and lien releases, and/or other satisfactory evidence of costs of the Public Improvements, including visits for verification purposes and to provide certification of costs associated with the Public Improvements being constructed.

K. Via a report dated February 27, 2024, ("**Report #05**") Ranger has certified a total of \$4,660,023.48 in additional costs associated with the Public Improvements (the "**Certified Costs**"), see Exhibit A attached hereto.

L. The Board of Directors (the "**Board**") of the District hereby finds and determines that it is appropriate and necessary for the Board to consider and accept Ranger's Report #05.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Crowfoot Valley Ranch Metropolitan District No. 1 as follows:

1. **Recitals.** The Recitals to this Resolution are adopted as the findings of the Board and incorporated herein by reference.

2. **Acceptance of Engineer's Report.** In connection with the Public Improvements, Ranger has reviewed construction plans, invoices, and proof of payment and lien waivers, and visually inspected the location of the Public Improvements and drafted Report #05, attached hereto as Exhibit A, wherein Ranger (i) confirms the costs associated with the Public Improvements are qualified eligible costs of the District, constructed in general conformance with the approved construction documents and are in satisfactory form and condition, (ii) confirms the Public Improvements are fit for their intended purposes and the costs set forth in Report #05 are reasonable and consistent with fair market costs of similar public improvements, and (iii) recommends the District accept the summarized details attached to Report #05 which summarized the costs associated with construction of the Public Improvements pursuant to the Construction Funding Agreement and Reimbursement Agreement from August 2023 to December 2023 with the Certified Costs totaling \$4,660,023.48.

3. **Acceptance of Certified Costs.** The District hereby accepts the Certified Costs, in the amount of \$4,660,023.48, to be accepted as of the date hereof.

4. **Severability.** If any part, section, subsection, sentence, clause or phrase of this Resolution is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining provisions.

5. **Ratification and Related Authorization.** All acts, order, resolutions, ordinances or parts thereof, of the District, in conflict with this Resolution are hereby repealed, except that this repealer shall not be construed so as to revive any act, order, resolution or ordinance, or part thereof, heretofore repealed. The District's directors, officers and agents are hereby authorized and directed to execute and deliver such other subsequent filings, documents and certificates, and to take such other action as may be necessary or appropriate in order to effectuate the purposes of this Resolution.

6. **Effective Date.** This Resolution shall take effect and be enforced immediately upon its approval by the Board.

ADOPTED this 5th day of April, 2024.

CROWFOOT VALLEY RANCH
METROPOLITAN DISTRICT NO. 1

By _____
President

ATTEST:

Secretary or Assistant Secretary

EXHIBIT A

Ranger's Report #05



ENGINEER'S REPORT and CERTIFICATION #05
CROWFOOT VALLEY RANCH METROPOLITAN DISTRICT NO. 1

PREPARED FOR:

Crowfoot Valley Ranch Metropolitan District No. 1
c/o Special District Management Services, Inc.
141 Union Blvd, Suite 150
Lakewood, CO 80228

PREPARED BY:

Ranger Engineering, LLC
2590 Cody Ct.
Lakewood, CO 80215

DATE PREPARED:

February 27, 2024

TABLE OF CONTENTS

Engineer’s Report

- Introduction..... 3
- Public Improvements as Authorized by the Service Plan 3
- Scope of Certification 4
- General Methodology 4
 - Phase I – Authorization to Proceed and Document Gathering 4
 - Phase II – Site Visits and Meetings 5
 - Phase III – Review of Documentation 5
 - Phase IV – Verification of Construction Quantities 5
 - Phase V – Verification of Construction Unit Costs and Indirect Costs 5
 - Phase VI – Verification of Payment for Public Costs 5
 - Phase VII – Determination of Costs Eligible for Reimbursement..... 5

Engineer’s Certification

- Engineer’s Certification 6

Appendices

- Appendix A – Documents Reviewed 7

Tables

- Table I Costs Certified to Date 3
- Table II Summary of Costs 9
- Table III Construction Costs Summary by Category 10
- Table IV Construction Costs Detail 11
- Exhibit A Crowfoot Valley Ranch Site Plan Overlay 13

ENGINEER’S REPORT

Introduction

Ranger Engineering, LLC (“Ranger”), was retained by Crowfoot Valley Ranch Metropolitan District No. 1 (“District”) as an Independent Consulting Engineer to certify costs associated with constructed Public Improvements associated with the District.

The District is located within the Douglas County, CO (“County”). The development area is approximately 2,043 acres. This certification considers direct construction costs within and without the District boundaries.

The attached Engineer’s Certification states that the Independent Consulting Engineer finds and determines that the constructed value of the Public Improvements considered in this Engineer's Report, for hard costs primarily from August 2023 to December 2023, are valued at **\$4,660,023.48**. Table I summarizes costs certified to date.

Table I – Cost Certified to Date				
Cert No.	Date	Costs Paid This Period	District Eligible Costs this Period	Total Eligible Costs to Date
01	10/16/2020	\$6,252,956.27	\$6,252,956.27	\$6,252,956.27
02	12/3/2020	\$1,168,825.75	\$1,168,825.75	\$7,421,782.02
03	6/17/2022	\$6,564,423.07	\$6,564,423.07	\$13,986,205.09
04	11/1/2023	\$24,321,136.11	\$22,495,688.06	\$36,481,893.15
05	2/27/2024	\$5,270,936.59	\$4,660,023.48	\$41,141,916.63
Totals		\$43,578,277.78	\$41,141,916.63	

Table II summarizes the cost breakdown of the construction costs. Tables III provides category breakdowns of construction costs reviewed for this certification. IV provides a detailed breakdown of the eligible hard costs per the Service Plan categories. Soft costs were not provided for review.

Public Improvements as Authorized by the Service Plan

Ranger reviewed the Amended and Restated Consolidated Service Plan for Crowfoot Valley Ranch Metropolitan District No. 1 and Crowfoot Valley Ranch Metropolitan District No. 2; Prepared by Grimshaw & Harring, P.C. submitted August 12, 2002 (“Service Plan”), as well as the First Amendment to Service Plan (“Amendment”).

Section I.D of the Service Plan states:

This Service Plan shows that the Districts are appropriate and economically feasible entities to finance, manage, operate, and maintain selected public services and improvements for the benefit of the landowners and residents of the Development. This Service Plan includes satisfactorily evidence that the follow requirements of Section 32-1-203, C.R.S., as amended have been met:

Section I.G of the Service Plan further states:

There are currently no other entities in existence in the Development which have the ability and/or desire to undertake the design, financing, construction and operation and maintenance of the improvements designated herein which are needed for the community. It is also the Developer's understanding that the County does not consider it feasible or practicable to provide the necessary services and facilities for the Development, as further described herein. Consequently, use of the Districts is deemed necessary for the provision of public improvements in the Development.

Section III.B of the Service Plan further states:

The Districts have the power and authority to provide jointly the services listed below. The specific improvements addressed by the Districts as capital construction items, (as opposed to the Developer or others) depend on the financial wherewithal of the Districts, but any one or a number of the improvements described below may be constructed by the Districts. It is intended, in any event, that the Districts will fund the operation and maintenance of all facilities not dedicated to or owned by the County.

Section 2 of the Amendment states:

The Board of Directors of the Districts have determined it to be in the best interests of the Districts to amend their CSP in order to (1) increase the Districts' total debt limit from \$53 million to \$70 million to account for differences in the original capital plan and significant increases in the costs of construction since 2002.

Exhibit C of the Service Plan shows the Maps of the District. Ranger has determined that the constructed improvements and associated soft and indirect construction costs ("Public Improvements") under consideration in this report and certification for reimbursement by the District are indeed authorized by the Service Plan.

Scope of Certification

The Service Plan states that the District shall have the power to construct Public Improvements in accordance with the Special District Act. Based on Ranger's experience with metropolitan districts, the Public Improvements were broken into the cost categories of Water Improvements, Sanitation Improvements (including storm water), Streets Improvements, Traffic and Safety Control Improvements and Parks and Recreation Improvements. Soft costs were not submitted for review. Only Capital improvements have been considered for reimbursement. For a detailed breakdown of district eligible costs, refer to Tables III - IV.

General Methodology

Ranger employed a phased approach toward the preparation of this Engineer's Report and Certification of Public Costs ("Engineer's Certification").

Phase I – Authorization to Proceed and Document Gathering

Ranger was authorized to proceed with the Engineer's Certification in March 2020. Ranger received initial documentation in September 2020. Subsequent supporting documentation for construction improvements was delivered by the District on an ongoing basis through the current period.

Phase II – Site Visit

Ranger performed site visits to document completion of the Public Improvements. The intent of a site visit was to verify general completion of pay application quantities in accordance with the approved construction drawings and does not guarantee quality or acceptance of Public Improvements. It is assumed that the County or another third party provided QA/QC and acceptance of the improvements. Calibre Engineering, Inc. is the Engineer of Record.

Phase III – Review of Documentation

Documentation was requested at the beginning of work. Requested documentation include the following:

- Executed Contracts and Bid Tabs
- Approved Construction Drawings
- Acceptable Proof of Payment (Cancelled checks and bank statements or lien waivers)
- Invoices and/or Pay Applications
- Approved changes or amendments to contract documents
- Copies of any agreements that will impact District funding

See Appendix A for a complete listing of documents reviewed, as deemed necessary, by Ranger.

Phase IV – Verification of Construction Quantities

Construction quantity take-offs were performed from available construction drawings, plats, and site plans. These quantity take-offs were used in conjunction with Phase V below to certify reasonableness of construction costs.

Phase V – Verification of Construction Unit Costs and Indirect Costs

Construction Unit Costs and Indirect Costs were reviewed for market reasonableness. Ranger took into consideration the type of construction and the timeframe during which the construction occurred. Ranger reviewed the prime contracts as well as detailed construction pay applications. Scott Contracting, Inc. (“Contractor”) was utilized on this project to perform and oversee multiple scopes of work within the area as well as offsite, and only costs related to Public Improvements were considered District eligible. Additional vendors provided smaller scopes of work onsite

Phase VI – Verification of Payment for Public Costs

HT Canyons South Development LP (“Developer”) provided payments for hard costs related to the construction of the Public Improvements. Copies of checks with clear dates were provided with invoices and pay applications verifying payments to date with each pay request. Only costs with an approved form of proof of payment have been certified in this report.

Phase VII – Determination of Costs Eligible for Reimbursement

Ranger concluded the Engineer’s Certification by determining which improvements were eligible for District reimbursement and what percent of the costs for those improvements were reimbursable. An overall percentage for the current Filings 1, 2, and 3 was identified as 51.8% district eligible. The percentage was identified by comparing public (Tracts and Right of Way) versus private (Lots) areas per the approved construction plans and plats.

Public Improvement for this certification includes streets and traffic and safety control improvements. The tables in this report identify eligible Capital costs directly paid by the Developer.

ENGINEER'S CERTIFICATION

Collin D. Koranda, P.E. / Ranger Engineering, LLC (the "Independent Consulting Engineer"), states as follows:

1. The Independent Consulting Engineer is an engineer duly qualified and licensed in the State of Colorado with experience in the design, construction and certification of Public Improvements of similar type and function as those described in the above Engineer's Report.

2. The Independent Consulting Engineer has performed a site visit and reviewed applicable construction and legal documents related to the Public Improvements under consideration to state the conclusions set forth in this Engineer's Certification.

3. The Independent Consulting Engineer finds and determines that the constructed value of Capital costs related to the Public Improvements considered in the attached Engineer's Report dated February 27, 2024 including soft & indirect, District funded, and hard costs, are valued at **\$4,660,023.48**. In the opinion of the Independent Consulting Engineer, the above stated value for the Public Improvements is reasonable and consistent with costs of similar improvements constructed for similar purposes during the same timeframe in similar locales.

Regards,

Ranger Engineering, LLC

A handwritten signature in blue ink, appearing to read "Collin D. Koranda".

Collin D. Koranda, P. E.

APPENDIX A

Documents Reviewed

Construction Documents

- Canyons South Filing No. 1A Proposed Roadway and Storm Drainage Plans. Prepared by Calibre Engineering, Inc. Dated 08/12/19.
- Canyons South Filing No. 1A Proposed Sanitary Sewer and Water Plans. Prepared by Calibre Engineering, Inc. Dated 08/12/19.
- Canyons South Filing No. 1 Proposed Pinery Offsite Sanitary Sewer Plans. Prepared by Calibre Engineering, Inc. Dated 08/9/19.
- Canyons South Filing No. 1A Proposed Channel Improvement Plans. Prepared by Calibre Engineering, Inc. Dated 08/12/19.
- Canyons South Filing No. 1A Proposed Sanitary Sewer Outfall Plans. Prepared by Calibre Engineering, Inc. Dated 08/12/19.
- Canyons South Planned Development (PD), 5th Amendment. Prepared by Dig Studio, Inc. Recording #2017027034.
- Canyons South Filing No. 1A, 1st Amendment Plat. Prepared by Aztec Consultants, Inc. Dated 11/18/19.
- Canyons South Filing No. 1A, 2nd Amendment Plat. Prepared by Aztec Consultants, Inc. Dated 06/08/2020.
- Canyons South Filing No. 1A, 3rd Amendment Plat. Prepared by Aztec Consultants, Inc. Dated 02/07/2020.
- Canyons South Crowfoot Valley Road Roadway and Storm Drainage Plans. Prepared by Calibre Engineering, Inc. Dated 12/7/21.
- Canyons South Longstory Ave Roadway and Storm Drainage Plans. Prepared by Calibre Engineering, Inc. Dated 11/4/21.
- Canyons South Longstory Ave Sanitary Sewer and Water Plans. Prepared by Calibre Engineering, Inc. Dated 11/2/21.
- Canyons South Grading and Erosion Control Plans. Prepared by Calibre Engineering, Inc. Dated 7/21/21.
- Canyons South Filing No. 2 Roadway and Storm Drainage Plans. Prepared by Calibre Engineering, Inc. Dated 7/23/21.
- Canyons South Filing No. 2 Sanitary Sewer and Water Plans. Prepared by Calibre Engineering, Inc. Dated 7/22/21.
- Canyons South Filing No. 2 Plat. Prepared by Aztec Consultants, Inc. Dated 8/4/22.
- Canyons South Filing No. 3 Plat. Prepared by Aztec Consultants, Inc. Dated 12/8/22.

Contractor Pay Applications

- W.W. Clyde & Co – Canyons F3&4 Pay Application 6 (1) – 1/2/24.

District Documents

- Amended and Restated Consolidated Service Plan for Crowfoot Valley Ranch Metropolitan District No. 1 and Crowfoot Valley Ranch Metropolitan District No. 2. Prepared by Grimshaw & Haring P.C. Submitted August 12, 2002.
- Crowfoot Valley Ranch Metropolitan Districts First Amendment to Service Plan.



Crowfoot Valley Ranch Metropolitan District No. 1
Summary of Costs
Table II

Type of Costs	Total Costs Paid	Costs This Period	Total District Eligible Costs	Eligible Costs This Period	Percent District This
Direct Construction Costs	\$ 43,578,277.78	\$ 5,270,936.59	\$ 41,141,916.63	\$ 4,660,023.48	88.4%
Totals	\$ 43,578,277.78	\$ 5,270,936.59	\$ 41,141,916.63	\$ 4,660,023.48	88.4%



Crowfoot Valley Ranch Metropolitan District No. 1
Construction Costs Summary By Category
Table III

Category	Total Eligible Cost by Category		Category Percentage
Water	\$	4,517,459.82	11.0%
Sanitation	\$	9,453,357.58	23.0%
Streets	\$	21,624,284.09	52.6%
Traffic & Safety Control	\$	557,036.63	1.4%
Parks and Recreation	\$	4,989,778.51	12.1%
	\$	41,141,916.63	100.0%

Category	Eligible Cost by Category This Period		Category Percentage
Water	\$	944,709.10	20.3%
Sanitation	\$	1,757,867.62	37.7%
Streets	\$	1,770,714.63	38.0%
Traffic & Safety Control	\$	24,041.98	0.5%
Parks and Recreation	\$	162,690.15	3.5%
	\$	4,660,023.48	100.0%



Crowfoot Valley Ranch Metropolitan District No. 1
Construction Costs Detail
Table IV

Work Description	Contract Values				Payments Made				Eligibility				Submitted Invoices		
	Quantity	Unit	Cost	Value	Amount Invoiced	Percent Invoiced	Retainage	Amount Less Retainage	District Type	Percent Eligible	Total Eligible	Eligible This Period	Costs This Period	Cert 05	
	W.W. Clyde & Co. - Canyons F3													Pay App Date	6 (1) 1/2/2024
Estimate Level Costs	2	LS	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	Multiple	87%	\$ -	\$ -	\$ -	\$ -	\$ -
UT General Super	194	HR	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	Multiple	87%	\$ -	\$ -	\$ -	\$ -	\$ -
CC General Super	28	HR	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	Multiple	87%	\$ -	\$ -	\$ -	\$ -	\$ -
EW General Super	222	HR	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	Multiple	87%	\$ -	\$ -	\$ -	\$ -	\$ -
STR General Super	24	HR	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	Multiple	87%	\$ -	\$ -	\$ -	\$ -	\$ -
Non Revenue Items	0	LS	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	Multiple	87%	\$ -	\$ -	\$ -	\$ -	\$ -
Mobilization	1	EA	\$ 109,209.65	\$ 109,209.65	\$ 109,209.65	100%	\$ 5,460.48	\$ 103,749.17	Multiple	87%	\$ 90,778.25	\$ 90,778.25	\$ 103,749.17	\$ -	\$ 109,209.65
Remaining GC's	1	EA	\$ 2,590.35	\$ 2,590.35	\$ 2,590.35	100%	\$ 129.52	\$ 2,460.83	Multiple	87%	\$ 2,153.17	\$ 2,153.17	\$ 2,460.83	\$ -	\$ 2,590.35
DEMO - WL Existing Hydrant	1	EA	\$ 1,860.00	\$ 1,860.00	\$ 1,860.00	100%	\$ 93.00	\$ 1,767.00	Multiple	52%	\$ 914.46	\$ 914.46	\$ 1,767.00	\$ -	\$ 1,860.00
Sediment Basin	2	EA	\$ 18,400.00	\$ 36,800.00	\$ 36,800.00	100%	\$ 1,840.00	\$ 34,960.00	Multiple	52%	\$ 18,092.61	\$ 18,092.61	\$ 34,960.00	\$ -	\$ 36,800.00
EC - Seeding - Mulch	30	AC	\$ 1,700.00	\$ 51,000.00	\$ 51,000.00	100%	\$ 2,550.00	\$ 48,450.00	Multiple	52%	\$ 25,074.00	\$ 25,074.00	\$ 48,450.00	\$ -	\$ 51,000.00
ERO - Silt Fence	7470	LF	\$ 1.65	\$ 12,325.50	\$ 12,325.50	100%	\$ 616.28	\$ 11,709.23	Multiple	52%	\$ 6,059.80	\$ 6,059.80	\$ 11,709.23	\$ -	\$ 12,325.50
EC - Staging Area	2	EA	\$ 7,090.00	\$ 14,180.00	\$ 14,180.00	100%	\$ 709.00	\$ 13,471.00	Multiple	52%	\$ 6,971.56	\$ 6,971.56	\$ 13,471.00	\$ -	\$ 14,180.00
EC - Vehicle Tracking Control	2	EA	\$ 3,120.00	\$ 6,240.00	\$ 6,240.00	100%	\$ 312.00	\$ 5,928.00	Multiple	52%	\$ 3,067.88	\$ 3,067.88	\$ 5,928.00	\$ -	\$ 6,240.00
Diversion Ditch	700	LF	\$ 1.45	\$ 1,015.00	\$ 1,015.00	100%	\$ 50.75	\$ 964.25	Multiple	52%	\$ 499.02	\$ 499.02	\$ 964.25	\$ -	\$ 1,015.00
Inlet/Outlet Protection	14	EA	\$ 390.00	\$ 5,460.00	\$ 5,460.00	100%	\$ 273.00	\$ 5,187.00	Multiple	52%	\$ 2,684.39	\$ 2,684.39	\$ 5,187.00	\$ -	\$ 5,460.00
Washout Structure	2	EA	\$ 851.00	\$ 1,702.00	\$ 1,702.00	100%	\$ 85.10	\$ 1,616.90	Multiple	52%	\$ 836.78	\$ 836.78	\$ 1,616.90	\$ -	\$ 1,702.00
Road Sub-EX (5" From Subgrade)	32425	CY	\$ 3.35	\$ 108,623.75	\$ 108,623.75	100%	\$ 5,431.19	\$ 103,192.56	Multiple	52%	\$ 53,404.56	\$ 53,404.56	\$ 103,192.56	\$ -	\$ 108,623.75
Cut/Fill (15% Shrink)	35314	CY	\$ 3.05	\$ 107,707.70	\$ 107,707.70	100%	\$ 5,385.39	\$ 102,322.32	Multiple	52%	\$ 52,954.18	\$ 52,954.18	\$ 102,322.32	\$ -	\$ 107,707.70
Import To Fill (North To South 15% g	97271	CY	\$ 5.90	\$ 573,898.90	\$ 573,898.90	100%	\$ 28,694.95	\$ 545,203.96	Multiple	52%	\$ 282,155.75	\$ 282,155.75	\$ 545,203.96	\$ -	\$ 573,898.90
Export To Pile (F4)	18511	CY	\$ 2.50	\$ 46,277.50	\$ 46,277.50	100%	\$ 2,313.88	\$ 43,963.63	Multiple	52%	\$ 22,752.20	\$ 22,752.20	\$ 43,963.63	\$ -	\$ 46,277.50
F 4 Rebalance	127000	CY	\$ 3.10	\$ 393,700.00	\$ 186,000.00	47%	\$ 9,300.00	\$ 176,700.00	Multiple	52%	\$ 91,446.37	\$ 91,446.37	\$ 176,700.00	\$ -	\$ 186,000.00
SS - Tie-in (to Existing MH)	1	EA	\$ 2,740.00	\$ 2,740.00	\$ 2,740.00	100%	\$ 137.00	\$ 2,603.00	Sanitation	100%	\$ 2,603.00	\$ 2,603.00	\$ 2,603.00	\$ -	\$ 2,740.00
"SS - Main 08""	1000	LF	\$ 101.00	\$ 101,000.00	\$ 101,000.00	100%	\$ 5,050.00	\$ 95,950.00	Sanitation	100%	\$ 95,950.00	\$ 95,950.00	\$ 95,950.00	\$ -	\$ 101,000.00
"SS MH - 48" Precast"	6	EA	\$ 7,350.00	\$ 44,100.00	\$ 44,100.00	100%	\$ 2,205.00	\$ 41,895.00	Sanitation	100%	\$ 41,895.00	\$ 41,895.00	\$ 41,895.00	\$ -	\$ 44,100.00
"ST - RCP 48""	323	LF	\$ 329.00	\$ 106,267.00	\$ 106,267.00	100%	\$ 5,313.35	\$ 100,953.65	Sanitation	100%	\$ 100,953.65	\$ 100,953.65	\$ 100,953.65	\$ -	\$ 106,267.00
"ST - RCP 24 "	200	LF	\$ 143.00	\$ 28,600.00	\$ 28,600.00	100%	\$ 1,430.00	\$ 27,170.00	Sanitation	100%	\$ 27,170.00	\$ 27,170.00	\$ 27,170.00	\$ -	\$ 28,600.00
"ST - RCP 18 "	100	LF	\$ 111.00	\$ 11,100.00	\$ 11,100.00	100%	\$ 555.00	\$ 10,545.00	Sanitation	100%	\$ 10,545.00	\$ 10,545.00	\$ 10,545.00	\$ -	\$ 11,100.00
"ST - RCP 48 FES"	2	EA	\$ 6,200.00	\$ 12,400.00	\$ 12,400.00	100%	\$ 620.00	\$ 11,780.00	Sanitation	100%	\$ 11,780.00	\$ 11,780.00	\$ 11,780.00	\$ -	\$ 12,400.00
"ST MH - 72" CIP"	1	EA	\$ 10,800.00	\$ 10,800.00	\$ 10,800.00	100%	\$ 540.00	\$ 10,260.00	Sanitation	100%	\$ 10,260.00	\$ 10,260.00	\$ 10,260.00	\$ -	\$ 10,800.00
"ST MH - 60" CIP"	2	EA	\$ 7,280.00	\$ 14,560.00	\$ 14,560.00	100%	\$ 728.00	\$ 13,832.00	Sanitation	100%	\$ 13,832.00	\$ 13,832.00	\$ 13,832.00	\$ -	\$ 14,560.00
Permits	1	LS	\$ 16,703.38	\$ 16,703.38	\$ 16,703.38	100%	\$ 835.17	\$ 15,868.21	Sanitation	100%	\$ 15,868.21	\$ 15,868.21	\$ 15,868.21	\$ -	\$ 16,703.38
SS - Tie-in (connect To Stub)	1	EA	\$ 1,380.00	\$ 1,380.00	\$ 1,380.00	100%	\$ 69.00	\$ 1,311.00	Sanitation	100%	\$ 1,311.00	\$ 1,311.00	\$ 1,311.00	\$ -	\$ 1,380.00
SS - Main 8"	3511	LF	\$ 101.00	\$ 354,611.00	\$ 354,611.00	100%	\$ 17,730.55	\$ 336,880.45	Sanitation	100%	\$ 336,880.45	\$ 336,880.45	\$ 336,880.45	\$ -	\$ 354,611.00
SS MH - 48 Precaset	22	EA	\$ 7,350.00	\$ 161,700.00	\$ 161,700.00	100%	\$ 8,085.00	\$ 153,615.00	Sanitation	100%	\$ 153,615.00	\$ 153,615.00	\$ 153,615.00	\$ -	\$ 161,700.00
SS - Service 4"	90	EA	\$ 3,810.00	\$ 342,900.00	\$ 342,900.00	100%	\$ 17,145.00	\$ 325,755.00	Sanitation	100%	\$ 325,755.00	\$ 325,755.00	\$ 325,755.00	\$ -	\$ 342,900.00
WL - Tie to Existing Stub/BO 3"	4	EA	\$ 912.00	\$ 3,648.00	\$ 3,648.00	100%	\$ 182.40	\$ 3,465.60	Water	100%	\$ 3,465.60	\$ 3,465.60	\$ 3,465.60	\$ -	\$ 3,648.00
WL - Main 8"	4627	LF	\$ 79.20	\$ 366,458.40	\$ 366,458.40	100%	\$ 18,322.92	\$ 348,135.48	Water	100%	\$ 348,135.48	\$ 348,135.48	\$ 348,135.48	\$ -	\$ 366,458.40
WL - Gate Valve 8"	18	EA	\$ 3,720.00	\$ 66,960.00	\$ 66,960.00	100%	\$ 3,348.00	\$ 63,612.00	Water	100%	\$ 63,612.00	\$ 63,612.00	\$ 63,612.00	\$ -	\$ 66,960.00
"WL - Bend 08 "	24	EA	\$ 832.00	\$ 19,968.00	\$ 19,968.00	100%	\$ 998.40	\$ 18,969.60	Water	100%	\$ 18,969.60	\$ 18,969.60	\$ 18,969.60	\$ -	\$ 19,968.00
"WL - Cross 08 "	1	EA	\$ 1,480.00	\$ 1,480.00	\$ 1,480.00	100%	\$ 74.00	\$ 1,406.00	Water	100%	\$ 1,406.00	\$ 1,406.00	\$ 1,406.00	\$ -	\$ 1,480.00
"WL - Tee 08 "	2	EA	\$ 1,260.00	\$ 2,520.00	\$ 2,520.00	100%	\$ 126.00	\$ 2,394.00	Water	100%	\$ 2,394.00	\$ 2,394.00	\$ 2,394.00	\$ -	\$ 2,520.00
WL - Fire Hydrant Asy - Tee - GB - P	11	EA	\$ 11,150.00	\$ 122,650.00	\$ 122,650.00	100%	\$ 6,132.50	\$ 116,517.50	Water	100%	\$ 116,517.50	\$ 116,517.50	\$ 116,517.50	\$ -	\$ 122,650.00
"WL - Depression 08""	2	EA	\$ 5,490.00	\$ 10,980.00	\$ 10,980.00	100%	\$ 549.00	\$ 10,431.00	Water	100%	\$ 10,431.00	\$ 10,431.00	\$ 10,431.00	\$ -	\$ 10,980.00
"WL - Plug 08 "	1	EA	\$ 778.00	\$ 778.00	\$ 778.00	100%	\$ 38.90	\$ 739.10	Water	100%	\$ 739.10	\$ 739.10	\$ 739.10	\$ -	\$ 778.00
"WL - Service 3/4"" Pot W/Pit"	90	EA	\$ 2,430.00	\$ 218,700.00	\$ 218,700.00	100%	\$ 10,935.00	\$ 207,765.00	Water	100%	\$ 207,765.00	\$ 207,765.00	\$ 207,765.00	\$ -	\$ 218,700.00
"IRR - Service 1-1/2" Pot W/Pit"	1	EA	\$ 11,650.00	\$ 11,650.00	\$ 11,650.00	100%	\$ 582.50	\$ 11,067.50	Parks and Recreation	100%	\$ 11,067.50	\$ 11,067.50	\$ 11,067.50	\$ -	\$ 11,650.00
WL - Castle Rock Testing	5820	LF	\$ 6.15	\$ 35,793.00	\$ 35,793.00	100%	\$ 1,789.65	\$ 34,003.35	Water	100%	\$ 34,003.35	\$ 34,003.35	\$ 34,003.35	\$ -	\$ 35,793.00
"ST - RCP 24 "	778	LF	\$ 143.00	\$ 111,254.00	\$ 111,254.00	100%	\$ 5,562.70	\$ 105,691.30	Sanitation	100%	\$ 105,691.30	\$ 105,691.30	\$ 105,691.30	\$ -	\$ 111,254.00
"ST - RCP 18 "	545	LF	\$ 111.00	\$ 60,495.00	\$ 60,495.00	100%	\$ 3,024.75	\$ 57,470.25	Sanitation	100%	\$ 57,470.25	\$ 57,470.25	\$ 57,470.25	\$ -	\$ 60,495.00
"ST - RCP 24" FES"	2	EA	\$ 4,160.00	\$ 8,320.00	\$ 8,320.00	100%	\$ 416.00	\$ 7,904.00	Sanitation	100%	\$ 7,904.00	\$ 7,904.00	\$ 7,904.00	\$ -	\$ 8,320.00
"Type M (Soil-Filled) RipRap 12 Ta	70	CY	\$ 163.00	\$ 11,410.00	\$ 11,410.00	100%	\$ 570.50	\$ 10,839.50	Sanitation	100%	\$ 10,839.50	\$ 10,839.50	\$ 10,839.50	\$ -	\$ 11,410.00
"Type M RipRap Pads 12""	128	CY	\$ 144.00	\$ 18,432.00	\$ 18,432.00	100%	\$ 921.60	\$ 17,510.40	Sanitation	100%	\$ 17,510.40	\$ 17,510.40	\$ 17,510.40	\$ -	\$ 18,432.00



Crowfoot Valley Ranch Metropolitan District No. 1
Construction Costs Detail
Table IV

		Contract Values		Payments Made						Eligibility				Submitted Invoices	
		\$	\$	\$		\$	\$			\$	\$	\$	\$	\$	\$
"ST MH - 60" CIP"	3 EA	\$ 7,280.00	\$ 21,840.00	\$ 21,840.00	100%	\$ 1,092.00	\$ 20,748.00	Sanitation	100%	\$ 20,748.00	\$ 20,748.00	\$ 20,748.00	\$ 20,748.00	\$ 21,840.00	
"ST MH - Box Base CIP 72 "	2 EA	\$ 18,850.00	\$ 37,700.00	\$ 37,700.00	100%	\$ 1,885.00	\$ 35,815.00	Sanitation	100%	\$ 35,815.00	\$ 35,815.00	\$ 35,815.00	\$ 35,815.00	\$ 37,700.00	
IN - Type R 15" (H=10")	1 EA	\$ 21,150.00	\$ 21,150.00	\$ 21,150.00	100%	\$ 1,057.50	\$ 20,092.50	Sanitation	100%	\$ 20,092.50	\$ 20,092.50	\$ 20,092.50	\$ 20,092.50	\$ 21,150.00	
IN - Type R 10" (H=15")	1 EA	\$ 18,650.00	\$ 18,650.00	\$ 18,650.00	100%	\$ 932.50	\$ 17,717.50	Sanitation	100%	\$ 17,717.50	\$ 17,717.50	\$ 17,717.50	\$ 17,717.50	\$ 18,650.00	
IN - Type R 10" (H=10")	2 EA	\$ 14,950.00	\$ 29,900.00	\$ 29,900.00	100%	\$ 1,495.00	\$ 28,405.00	Sanitation	100%	\$ 28,405.00	\$ 28,405.00	\$ 28,405.00	\$ 28,405.00	\$ 29,900.00	
"Scarify/Recompact 08 -12 Pavinc	13895 SY	\$ 3.20	\$ 44,464.00	\$ 44,464.00	100%	\$ 2,223.20	\$ 42,240.80	Streets	100%	\$ 42,240.80	\$ 42,240.80	\$ 42,240.80	\$ 42,240.80	\$ 44,464.00	
"Scarify/Recompact 08"-12 . Concr	6859 SY	\$ 3.20	\$ 21,948.80	\$ 17,559.04	80%	\$ 877.95	\$ 16,681.09	Streets	100%	\$ 16,681.09	\$ 16,681.09	\$ 16,681.09	\$ 16,681.09	\$ 17,559.04	
"ABC/Class 6 (8") 1" BOC"	8394 TN	\$ 34.70	\$ 291,271.80	\$ 233,017.44	80%	\$ 11,650.87	\$ 221,366.57	Streets	100%	\$ 221,366.57	\$ 221,366.57	\$ 221,366.57	\$ 221,366.57	\$ 233,017.44	
Combo Curb Gutter & Walk 7"	6002 LF	\$ 47.10	\$ 282,694.20	\$ 226,155.36	80%	\$ 11,307.77	\$ 214,847.59	Streets	100%	\$ 214,847.59	\$ 214,847.59	\$ 214,847.59	\$ 214,847.59	\$ 226,155.36	
"Sidewalk 05" W X 06" Attached"	1031 LF	\$ 38.30	\$ 39,487.30	\$ 39,487.30	100%	\$ 1,974.37	\$ 37,512.94	Streets	100%	\$ 37,512.94	\$ 37,512.94	\$ 37,512.94	\$ 37,512.94	\$ 39,487.30	
"Sidewalk 05" W X 06" Detached"	425 LF	\$ 54.90	\$ 23,332.50	\$ 23,332.50	100%	\$ 1,166.63	\$ 22,165.88	Streets	100%	\$ 22,165.88	\$ 22,165.88	\$ 22,165.88	\$ 22,165.88	\$ 23,332.50	
"Curb & Gutter Vertical 2" Pan X 06"	1291 LF	\$ 26.20	\$ 33,824.20	\$ 33,824.20	100%	\$ 1,691.21	\$ 32,132.99	Streets	100%	\$ 32,132.99	\$ 32,132.99	\$ 32,132.99	\$ 32,132.99	\$ 33,824.20	
R&R Mountable Curb And Gutter	21 LF	\$ 66.00	\$ 1,386.00	\$ 1,386.00	100%	\$ 69.30	\$ 1,316.70	Streets	100%	\$ 1,316.70	\$ 1,316.70	\$ 1,316.70	\$ 1,316.70	\$ 1,386.00	
"R&R 6" Sidewalk"	416 SF	\$ 19.30	\$ 8,028.80	\$ 8,028.80	100%	\$ 401.44	\$ 7,627.36	Streets	100%	\$ 7,627.36	\$ 7,627.36	\$ 7,627.36	\$ 7,627.36	\$ 8,028.80	
ADA Handicap Ramp Radius SNGL	8 EA	\$ 2,720.00	\$ 21,760.00	\$ 21,760.00	100%	\$ 1,088.00	\$ 20,672.00	Streets	100%	\$ 20,672.00	\$ 20,672.00	\$ 20,672.00	\$ 20,672.00	\$ 21,760.00	
ADA Handicap Ramp Mid-Block	1 EA	\$ 2,200.00	\$ 2,200.00	\$ 2,200.00	100%	\$ 110.00	\$ 2,090.00	Streets	100%	\$ 2,090.00	\$ 2,090.00	\$ 2,090.00	\$ 2,090.00	\$ 2,200.00	
Hand Work Colored Concrete Sunse	1018 SF	\$ 10.40	\$ 10,587.20	\$ 10,587.20	100%	\$ 529.36	\$ 10,057.84	Streets	100%	\$ 10,057.84	\$ 10,057.84	\$ 10,057.84	\$ 10,057.84	\$ 10,587.20	
"Crosspan 10 "	1907 SF	\$ 20.50	\$ 39,093.50	\$ 39,093.50	100%	\$ 1,954.68	\$ 37,138.83	Streets	100%	\$ 37,138.83	\$ 37,138.83	\$ 37,138.83	\$ 37,138.83	\$ 39,093.50	
"BIT-Paving 4""	13700 SY	\$ 40.20	\$ 550,740.00	\$ 440,592.00	80%	\$ 22,029.60	\$ 418,562.40	Streets	100%	\$ 418,562.40	\$ 418,562.40	\$ 418,562.40	\$ 418,562.40	\$ 440,592.00	
BIT-Adjust MH	23 EA	\$ 1,130.00	\$ 25,990.00	\$ 20,792.00	80%	\$ 1,039.60	\$ 19,752.40	Streets	100%	\$ 19,752.40	\$ 19,752.40	\$ 19,752.40	\$ 19,752.40	\$ 20,792.00	
BIT-AdjustVB	27 EA	\$ 461.00	\$ 12,447.00	\$ 9,957.60	80%	\$ 497.88	\$ 9,459.72	Streets	100%	\$ 9,459.72	\$ 9,459.72	\$ 9,459.72	\$ 9,459.72	\$ 9,957.60	
TC - Signing	1 Ls	\$ 7,490.00	\$ 7,490.00	\$ 7,490.00	100%	\$ 374.50	\$ 7,115.50	Traffic & Safety Control	100%	\$ 7,115.50	\$ 7,115.50	\$ 7,115.50	\$ 7,115.50	\$ 7,490.00	
"Scarify/Recompact08""-12" (Miss	2004 SY	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	Streets	100%	\$ -	\$ -	\$ -	\$ -	\$ -	
"Sidewalk 08" W X 06 (Missed 8" ?	2255 LF	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	Streets	100%	\$ -	\$ -	\$ -	\$ -	\$ -	
SLV - Trench W/Bedding	0 LF	\$ 34.49	\$ -	\$ -	#DIV/0!	\$ -	\$ -	Streets	100%	\$ -	\$ -	\$ -	\$ -	\$ -	
SLV - PVC SCH 40 -02"	0 LF	\$ 4.50	\$ -	\$ -	#DIV/0!	\$ -	\$ -	Streets	100%	\$ -	\$ -	\$ -	\$ -	\$ -	
SLV - PVC SCH 40 -03"	0 LF	\$ 8.14	\$ -	\$ -	#DIV/0!	\$ -	\$ -	Streets	100%	\$ -	\$ -	\$ -	\$ -	\$ -	
SLV - PVC SCH 40 -04"	0 LF	\$ 8.22	\$ -	\$ -	#DIV/0!	\$ -	\$ -	Streets	100%	\$ -	\$ -	\$ -	\$ -	\$ -	
SLV - PVC SCH 40 -06"	0 LF	\$ 17.72	\$ -	\$ -	#DIV/0!	\$ -	\$ -	Streets	100%	\$ -	\$ -	\$ -	\$ -	\$ -	
Dry Sleeve Surveying	0 LS	\$ 5,924.00	\$ -	\$ -	#DIV/0!	\$ -	\$ -	Streets	100%	\$ -	\$ -	\$ -	\$ -	\$ -	
Surveying	1 LS	\$ 193,355.25	\$ 193,355.25	\$ 193,355.25	100%	\$ 9,667.76	\$ 183,687.49	Multiple	100%	\$ 183,687.49	\$ 183,687.49	\$ 183,687.49	\$ 183,687.49	\$ 193,355.25	
Testing Materials	1 LS	\$ 167,537.75	\$ 167,537.75	\$ 150,783.98	90%	\$ 7,539.20	\$ 143,244.78	Multiple	52%	\$ 74,132.51	\$ 74,132.51	\$ 143,244.78	\$ 143,244.78	\$ 150,783.98	
RockAllowance	1 LS	\$ 350,000.00	\$ 350,000.00	\$ 350,000.00	100%	\$ 17,500.00	\$ 332,500.00	Multiple	100%	\$ 332,500.00	\$ 332,500.00	\$ 332,500.00	\$ 332,500.00	\$ 350,000.00	
Permit Bond TOCR CON 22-0027	2 LS	\$ 6,505.00	\$ 13,010.00	\$ -	0%	\$ -	\$ -	Multiple	87%	\$ -	\$ -	\$ -	\$ -	\$ -	
		\$ 6,022,836.43	\$ 5,548,354.30	\$ 277,417.72	\$ 5,270,936.59			\$ 4,660,023.48	\$ 4,660,023.48	\$ 5,270,936.59	Subtotal	\$ 5,548,354.30			
											Less Ret	\$ 5,270,936.59			
											POP	Ck 1134			
											Date	2/2/2024			
											Clear	2/13/2024			
											Amount	\$ 5,270,936.55			
Total Construction Costs		\$ 46,775,137.00	\$ 45,595,022.52	97%	\$ 2,016,744.74	\$ 43,578,277.78		\$ 41,141,916.63	\$ 4,660,023.48	\$ 5,270,936.59		\$ 5,270,936.59			



Exhibit A

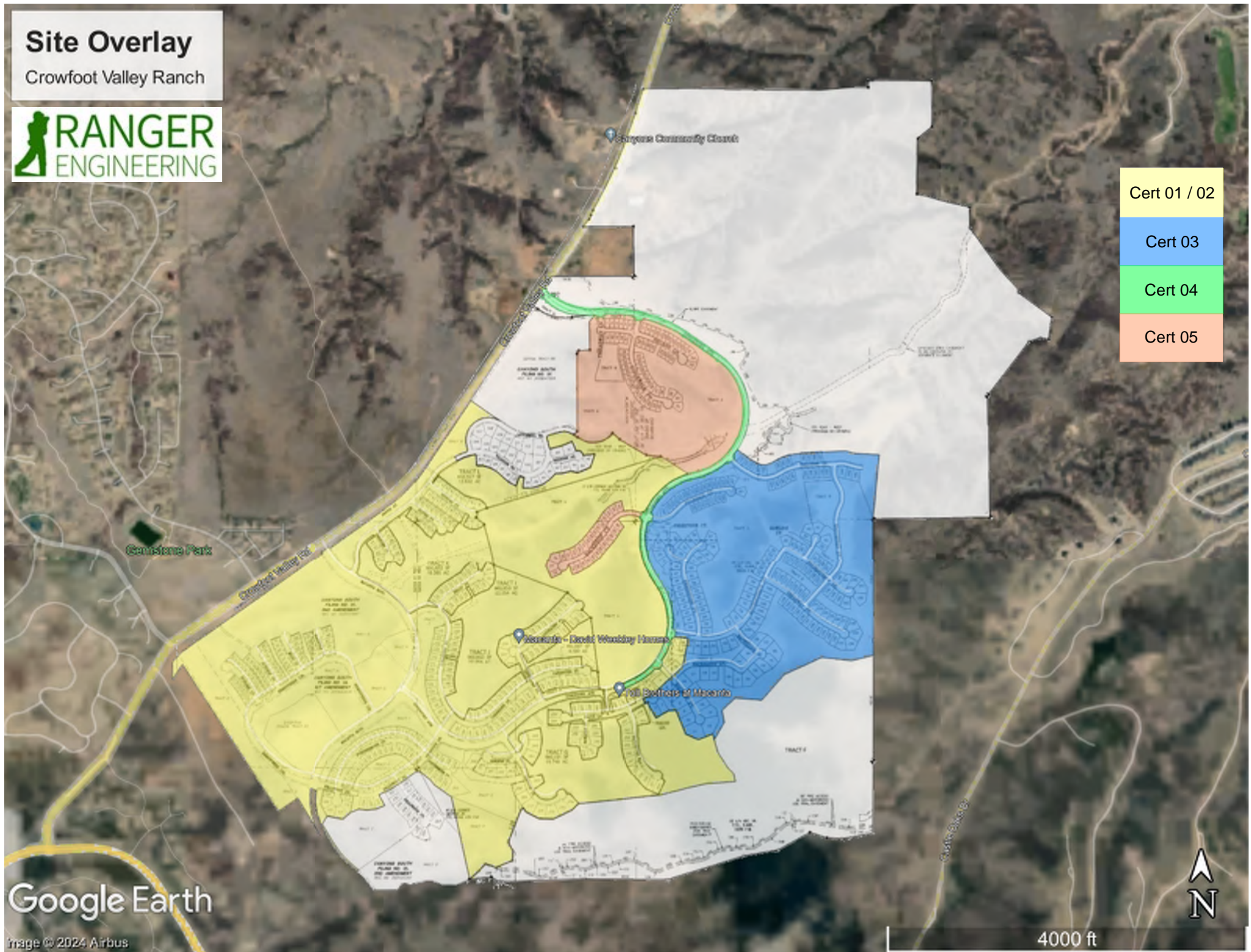
Crowfoot Valley Ranch Site Plan Overlay

Site Overlay

Crowfoot Valley Ranch



- Cert 01 / 02
- Cert 03
- Cert 04
- Cert 05



Google Earth

Image © 2024 Airbus

4000 ft

