

TOWN OF PARKER COUNCIL AGENDA
June 17, 2019

Notes:

Town Council meeting packets are prepared several days prior to the meeting. This information is reviewed and studied by the Councilmembers eliminating lengthy discussions to gain a basic understanding. Timely action and short discussion on agenda items does not reflect lack of thought or analysis on the part of Council.

Ordinances listed for first reading are being approved to introduce them. Public comment will be held upon second reading.

Start times for regular agenda items are tentative; some items may be held earlier than scheduled time.

1. **TOWN COUNCIL MEETING SCHEDULE**

- A. **5:30 P.M. – Call to Order Town Council Meeting and Roll Call**
- B. **Executive Session – Immediately following Call to Order/Roll Call – (See Attached)**
- C. **Reconvene Town Council Meeting at 7:00 P.M. or as soon thereafter as the regular public meeting can be conducted.**

2. **PARKER CHAMBER OF COMMERCE UPDATES**

3. **PUBLIC COMMENTS 3 Minute Limit (No action will be taken on these items)**

4. **REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL**

5. **CONSENT AGENDA**

Consent Agenda Items are considered to be routine and will be enacted by one motion and vote. There will be no separate discussion of Consent Agenda Items unless Council votes to remove an item for individual discussion. Ordinances on the Consent Agenda are for introduction only and will not be removed for discussion.

A. *APPROVAL OF MINUTES - May 20, 2019 and May 23, 2019*

B. *AGREEMENT REGARDING DESIGN AND PERMITTING FOR GREEN ACRES TRIBUTARY IMPROVEMENTS*

Department: Engineering/Public Works, Jacob James

C. *ORDINANCE NO. 1.523.2 First Reading*

A Bill for an Ordinance to Adopt the 2019 Revised Budget for the Town of Parker and to Make Appropriations for the Same

*Department: Finance, Rhonda Willey
Finance, Mary Lou Brown*

Second Reading: July 1, 2019

- D. *ORDINANCE NO. 9.291- First Reading*
A Bill for an Ordinance Approving the Agreement Regarding Final Design and Construction of Fee-In-Lieu Drainage and Flood Control Improvements for Green Acres Tributary at Compark Village South (Agreement No. 19-06.01, Project No. 107382) By and Between Urban Drainage and Flood Control District and the Town of Parker
Department: Engineering/Public Works, Jacob James
Second Reading: July 1, 2019
- E. *RESOLUTION NO. 19-040*
A Resolution to Appoint the Chair and to Appoint Members and Alternates to the Town of Parker Planning Commission
Department: Community Development, Rosemary Sietsema
- F. *RESOLUTION NO. 19-041*
A Resolution Setting the Date for Consideration of the Annexation Ordinance for the KOA Enclave Property for Second Reading on August 5, 2019
Department: Community Development, Stacey Nerger
- G. *RESOLUTION NO. 19-047*
A Resolution Accepting the Conveyance of a Drainage Easement from Halle Properties, L.L.C., for a Part of Lot 2, Country Meadows Square, 3rd Amendment
Department: Engineering/Public Works, Tyler Sandt
- H. *RESOLUTION NO. 19-048*
A Resolution Accepting the Conveyance of a Drainage Easement from WMG Development, LLC, for a Portion of Lot 5, Block 10, Stroh Crossing Filing No. 1, Amendment No. 1
Department: Engineering/Public Works, Tyler Sandt
- I. *RESOLUTION NO. 19-049*
A Resolution Accepting the Conveyance of a Drainage Easement from Reata Ridge Realty Partners LLC, for a Portion of Lot 6, Block 10, Stroh Crossing Filing No. 1, Amendment No. 1
Department: Engineering/Public Works, Tyler Sandt
- J. *RESOLUTION NO. 19-050*
A Resolution Accepting the Conveyance of a Drainage Easement from Reata Ridge Realty Partners, LLC, for a Portion of Lot 7, Block 10, Stroh Crossing Filing No. 1, Amendment No. 1
Department: Engineering and Public Works, Tyler Sandt

6. **PUBLIC HEARINGS**

A. **HESS RANCH METROPOLITAN DISTRICT NOS. 1-3**

Department: Town Attorney, Kristin Schledorn

1. **RESOLUTION NO. 19-032**
A Resolution to Approve the Amended and Restated Service Plan for Hess Ranch Metropolitan District No. 1 to be Known as Trails at Crowfoot Metropolitan District No. 1
2. **RESOLUTION NO. 19-033**
A Resolution to Approve the Amended and Restated Service Plan for Hess Ranch Metropolitan District No. 2 to be Known as Trails at Crowfoot Metropolitan District No. 2
3. **RESOLUTION NO. 19-034**
A Resolution to Approve the Amended and Restated Service Plan for Hess Ranch Metropolitan District No. 3 to be Known as Trails at Crowfoot Metropolitan District No. 3
4. **ORDINANCE NO. 9.287 - Second Reading**
A Bill for an Ordinance Approving the Intergovernmental Agreement By and Between the Town of Parker, Colorado, and Hess Ranch Metropolitan District No. 1 to be Known as Trails at Crowfoot Metropolitan District No. 1
5. **ORDINANCE NO. 9.288 - Second Reading**
A Bill for an Ordinance Approving the Intergovernmental Agreement By and Between the Town of Parker, Colorado, and Hess Ranch Metropolitan District No. 2 to be Known as Trails at Crowfoot Metropolitan District No. 2
6. **ORDINANCE NO. 9.289 - Second Reading**
A Bill for an Ordinance Approving the Intergovernmental Agreement By and Between the Town of Parker, Colorado, and Hess Ranch Metropolitan District No. 3 to be Known as Trails at Crowfoot Metropolitan District No. 3
7. **RESOLUTION NO. 19-035**
A Resolution Approving the Form of Partial Termination of Intergovernmental Agreement Regarding Debt Allocation and Cost Sharing Proposed Among Hess Ranch Metropolitan District Nos. 1-8
8. **RESOLUTION NO. 19-036**
A Resolution Approving the Form of Amended and Restated District Operating Agreement Among Hess Ranch Metropolitan District No. 1, Hess Ranch Metropolitan District No. 2 and Hess Ranch Metropolitan District No. 3

7. **ORDINANCES**

A. ORDINANCE NO. 3.345.1 - Second Reading

A Bill for an Ordinance Affirming the Passage of Emergency Ordinance No. 3.345, Series of 2019, A Bill for an Emergency Ordinance to Impose a Temporary Suspension for One Hundred Eighty (180) Days in Duration on the Processing and Approval of any Application for a Town of Parker Permit or License Related to the Operation of a Business that Would Be Engaged in the Growing, Storage, Extraction, Processing or Manufacturing of Industrial Hemp or the Extraction, Processing or Manufacturing of Industrial Hemp in Commercial Products Containing Industrial Hemp; Directing the Prompt Investigation of the Town's Regulatory Authority Over Such Businesses Pursuant to the Authority Granted by Article XX, Section 6, of the Colorado Constitution; and Declaring the Intention of the Town Council to Consider the Adoption of Appropriate Town Regulations With Respect to Such Businesses if Permitted by Law

Department: Town Attorney, Kristin Schledorn

8. ADJOURNMENT

Parker Town Council/Parker Authority for Reinvestment

Combined Executive Session

Agenda

June 17, 2019

“To hold a conference with the Town’s attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b).”

South Metro Fire Rescue Fire Protection District v. Parker Authority for Reinvestment, et al., Douglas County District Court Case No. 17CV30549

Parker Town Council

Executive Session Agenda

June 17, 2019

“To determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e).”

1. Listing agreement for Town properties between NavPoint Real Estate Group and the Town (My Mainstreet)

“To hold a conference with the Town’s attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b).”

2. C.R.S. Section 31-12-1-6(1) concerning the involuntary annexation of the KOA property
3. Chapter 4.07 of the Parker Municipal Code concerning excise tax and Article XX of the Colorado Constitution concerning development impact fees
4. Memorandum of Understanding with Douglas County concerning the Community Response Team

**TOWN OF PARKER COUNCIL
MINUTES
MAY 20, 2019**

Mayor Pro Tem John Diak called the meeting to order at 5:46 P.M. Mayor Mike Waid and Councilmember Renee Williams were absent.

Town Attorney Kristin Schledorn announced that the topics for discussion in Executive Session were four (4) items. Under C.R.S. § 24-6-402(4)(b), the first was to receive legal advice on specific legal questions concerning Section 10.11.080 of the Parker Municipal Code (service plan amendments Anthology West Metropolitan Districts Nos. 5 and 6 and related intergovernmental agreement), the second was Section 10.11.080 of the Parker Municipal Code (service plan amendments Hess Ranch Metropolitan District Nos. 1, 2 and 3 and related intergovernmental agreements), the third was Colo. Const. Art. XVIII, Section 16(1)(c) concerning the cultivation, processing and sale of industrial hemp, and the fourth was Section 13.04.200(d), 11.091.030 and 13.09.050 of the Parker Municipal Code (concerning Blue Mountain Self Storage located on Lot 8A, Dransfeldt Place Minor Development Plat Amendment No. 1, Town of Parker, Colorado.

EXECUTIVE SESSION

Cheryl Poage moved and Joshua Rivero seconded to go into Executive Session to hold a conference with the Town's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b).

The motion was approved unanimously.

Joshua Rivero moved and Debbie Lewis seconded to come out of Executive Session at 6:39 P.M.

The motion was approved unanimously.

REGULAR MEETING

Mayor Pro Tem Diak reconvened the meeting at 7:00 P.M.

The Police Honor Guard led the Council and audience in the Pledge of Allegiance.

SPECIAL PRESENTATIONS

The Spring 2019 Police Department Citizens Academy participants were recognized and presented with a certificate.

PARKER CHAMBER OF COMMERCE UPDATES

Omar Castillo, the Chambers Vice Chair, provided an update on Parker Days.

PUBLIC COMMENTS

Kory Nelson 2138 E. Wanderlust Place, asked that funding for school resource officers be on an agenda.

Mark Zoller, 21760 Mount Elbert Place, spoke on mental help and hemp extraction.

REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

Councilmembers provided updates from meetings they attended since the last Council meeting.

CONSENT AGENDA

Joshua Rivero moved and Debbie Lewis seconded to approve Consent Agenda Items 6A through 6L.

The motion was approved unanimously.

- A. *APPROVAL OF MINUTES - May 6, 2019*
- B. *ORDINANCE NO. 9.286 - First Reading*
A Bill for an Ordinance to Approve the Intergovernmental Agreement Between the Town of Parker and the Board of County Commissioners of the County of Douglas Regarding Cost Sharing for the Dransfeldt Road Extension
Department: Engineering/Public Works, Chris Hudson
Second Reading: June 3, 2019
- C. *ORDINANCE NO. 1.533 - First Reading*
A Bill for an Ordinance Authorizing a Lease Purchase Transaction and in Connection Therewith, Authorizing the Leasing of Certain Town Property and the Execution and Delivery by the Town of a Site Lease, a Lease Purchase Agreement, an Escrow Agreement and Other Financing Documents in Connection Therewith
Department: Finance, Mary Lou Brown
Town Attorney, Jim Maloney
Second Reading: May 23, 2019
- D. *ORDINANCE NO. 3.113.1 - First Reading*
A Bill for an Ordinance to Amend the Jackalope Planned Development Guide and Plan, Pursuant to the Town of Parker Land Development Ordinance, and Amending the Zoning Ordinance and Map to Conform Therewith
Department: Community Development, Stacey Nerger
Trakit No.: Z18-026
Second Reading: June 3, 2019
- E. *ORDINANCE NO. 3.343 - First Reading*
A Bill for an Ordinance Amend Section 13.04.150 of the Parker Land Development Ordinance Concerning the Rezoning of Areas From All Other Zoning Districts to PD-Planned Development
Department: Community Development, Bryce Matthews
Second Reading: June 3, 2019

- F. *ORDINANCE NO. 9.264.1 - First Reading*
A Bill for an Ordinance Approving the First Amendment to Intergovernmental Agreement Between the Town of Parker, Colorado, and Anthology West Metropolitan District Nos. 5 and 6
Department: Town Attorney, Kristin Schledorn
Second Reading: June 3, 2019
- G. *ORDINANCE NO. 9.290 - First Reading*
A Bill for an Ordinance Approving the Agreement Regarding Final Design and Construction of Fee-In-Lieu Drainage and Flood Control Improvements for Lemon Gulch Upstream of Crowfoot Valley Road (Agreement No. 18-12.24, Project No. 107087) By and Between Urban Drainage and Flood Control District and the Town of Parker
Department: Engineering/Public Works, Jacob James
Second Reading: June 3, 2019
- H. *ORDINANCE NO. 5.28.25 - First Reading*
A Bill for an Ordinance to Amend Chapter 5.02 of the Parker Municipal Code Concerning 3.2 Beer and Changing the Reference from Town Council to Special Licensing Authority in the Parker Municipal Code Where Appropriate
Department: Town Attorney, Jim Maloney
Second Reading: June 3, 2019
- I. *RESOLUTION NO. 19-027*
A Resolution to Appoint a New Chairperson and Vice Chairperson of the Special Licensing Authority
Department: Town Council
- J. *RESOLUTION NO. 19-029*
A Resolution Calling a Special Meeting on May 23, 2019, Pursuant to Section 3.8 of the Town of Parker Home Rule Charter
Department: Town Attorney, Jim Maloney
- K. *RESOLUTION NO. 19-030*
A Resolution of the Town of Parker Approving the Enforcement of the International Fire Code, 2018 Edition, by the South Metro Fire Rescue Authority
Department: Community Development, Randy Sale
- L. *CONTRACTS OVER \$100,000*
Taser Program Contract
Amount: \$229,413.60
Contractor: Axon Enterprises
Department: Police, Ken La Velle

PUBLIC HEARINGS**ANTHOLOGY WEST METROPOLITAN DISTRICT NOS. 5 - 6****Department: Town Attorney, Kristin Schledorn****7:28 P.M.**

Attorney Kristin Schledorn advised that the resolution approves the First Amendment to the Consolidated Service Plan for Anthology West Metropolitan District Nos. 5 and 6.

This First Amendment to the Consolidated Service Plan ("First Amendment") is proposed for an increase in debt authorization, specific only to Anthology West Metropolitan District Nos. 5 and 6, in connection with the imminent development of property within Anthology West Metropolitan District Nos. 5 and 6 ("Filing 1"). Due to favorable market conditions, the currently anticipated development of Filing 1 results in a much greater assessed valuation than was originally anticipated in the Consolidated Service Plan. This is primarily due to the fact that unit prices associated with homes to be built in Filing 1 have increased substantially. Similarly, costs have increased for construction anticipated for development within Filing 1. As a consequence, the Districts desire to amend the Consolidated Service Plan to provide for increased debt authorization to facilitate development of Filing 1.

Applicant

The following individuals spoke regarding this item and were available for questions:

Tricia Harris

Brock Chapman

Mike Sullivan

Derrick Williams

Public Comment - None

The Public Hearing was closed at 7:41 P.M.

RESOLUTION NO. 19-031**A Resolution to Approve the First Amendment to the Consolidated Service Plan for Anthology West Metropolitan District Nos. 5 and 6**

Joshua Rivero moved to approve Resolution 19-031, conditional upon approval of Ordinance No. 9.264.1, approving the First Amendment to Intergovernmental Agreement Between the Town of Parker, Colorado, and Anthology West Metropolitan District Nos. 5 and 6.

Debbie Lewis seconded the motion.

The motion was approved unanimously.

RESOLUTIONS

RESOLUTION NO. 19-026 (Continued from 5/6/19)

A Resolution Authorizing the Possession and Consumption of Alcoholic Beverages in Discovery Park, Subject to Certain Conditions

Department: Town Attorney, Kristin Schledorn

This resolution designates Discovery Park where the possession and consumption of alcoholic beverages are allowed, subject to certain conditions. Consideration of Resolution No. 19-026 was continued to the May 20, 2019 Town Council meeting.

On May 6, 2019 the Town Council approved Ordinance Nos. 5.28.24 and 12.03.5, to allow the public possession and consumption of alcohol in designated park lands within the Town of Parker. Town Council directed staff to revise Resolution 19-026 to limit alcohol consumption in Discovery Park during Concerts in the Park events. Based on that direction, the resolution has been revised to allow alcohol possession and consumption (glass containers prohibited) during the hours of 4 p.m. to 9 p.m. on the following concert dates: May 30; June 13, 20 and 27; July 11, 18 and 25; and August 1, 2019. Concerts begin at 6 p.m. and are scheduled to end around 8 p.m.

It was pointed out that this is a pilot trial period and will be reviewed after the concert season.

Public Comment - None

Debbie Lewis moved to approve Resolution 19-026.

Joshua Rivero seconded the motion.

The motion was approved unanimously.

ORDINANCES

A. ORDINANCE NO. 3.345

A Bill for an Emergency Ordinance to Impose a Temporary Suspension for One Hundred Eighty (180) Days in Duration on the Processing and Approval of any Application for a Town of Parker Permit or License Related to the Operation of a Business That Would be Engaged in the Growing, Storage, Extraction, Processing or Manufacturing of Industrial Hemp or the Extraction, Processing or Manufacturing of Industrial Hemp in Commercial Products Containing Industrial Hemp; Directing the Prompt Investigation of the Town's Regulatory Authority Over Such Businesses Pursuant to the Authority Granted by Article XX, Section 6, of the Colorado Constitution; and Declaring the Intention of the Town Council to Consider the Adoption of Appropriate Town Regulations with Respect to Such Businesses if Permitted by Law

Department: Town Attorney, Jim Maloney

Amendment 64 (which legalized the recreational use of marijuana) directed the General Assembly to enact legislation to govern the cultivation, processing and sale of industrial hemp.

The General Assembly passed SB19-240, which is currently awaiting the signature of the Governor. This senate bill would authorize local governments to establish licensing requirements on businesses engaged in the growing, storage, extraction, processing, or manufacturing of industrial hemp or commercial products containing industrial hemp. The Town's current regulations are not adequate to address the location and public safety impacts of businesses engaged in the storage, extraction, processing or manufacture of industrial hemp or commercial products containing industrial hemp. The purpose of this emergency ordinance is to temporarily suspend for 180 days the processing and approval of any application or permit related to the operation of a business engaged in the activity described above to allow for the preparation and adoption of appropriate regulations.

Town staff has determined that there are significant land-use and public safety impacts associated with Hemp Operations. The Town currently has general land-use regulations to address the location of Hemp Operations. The Town Council desires to investigate the appropriate manner of accommodating Hemp Operations within the Town, including location, bulk standards, potential nuisance impacts, and proximity to sensitive receptors/uses. While the Town has building code regulations that may mitigate some of the public safety impacts associated with Hemp Operations, Town staff wishes to evaluate the need for additional standards because Hemp Operations would constitute a new type of business activity in Town. For example, the process for extracting the cannabidiol ("CBD") from hemp may involve the use of flammable solvents and result in the release of hazardous vapors, which may necessitate fire suppression, scrubbers and filters and which may require further evaluation. Additionally, there may be a need for regulations to address potential nuisance impacts, which may include, but are not be limited to, the proper storage of hemp (and mitigation of the odor), the storage and handling of chemicals and the proper disposal of hemp byproducts associated with Hemp Operations.

The Town's Building Division has received several inquiries about opening businesses that would engage in Hemp Operations. The Town's current regulations may not be adequate to address the impacts associated with this type of use and activity. Town staff will need a minimum of 180 days to develop adequate regulations to address Hemp Operations in the Town. There is currently one pending application with the Town for a business that would engage in Hemp Operations and would be located within a limited-industrial area of the Town, which business would not be subject to the attached ordinance

Detective Cleveland Holmes explained the process of hemp manufacturing and safety issues, also pointing out that there will be some odor.

Public Comment

Mark Zoller, 21760 Mount Elbert Place gave his views on hemp.

Cheryl Poage moved to approve Emergency Ordinance No. 3.345.

Joshua Rivero seconded the motion.

The motion was approved unanimously.

B. ORDINANCE NO. 3.342 - Second Reading**A Bill for an Ordinance to Amend Sections 13.07.080, 13.07.090, 13.07.100 and 13.10.230 of the Parker Municipal Code Concerning Mylar Copies****Department: Community Development, Bryce Matthews**

The Parker Land Development Ordinance (LDO) requires applicants to provide the Town with two (2) plat mylars after the approval of subdivision and condominium plats. Staff records one (1) plat mylar with Douglas County and retains one (1) plat mylar for Town records.

The proposed LDO amendment changes the number of required plat mylars from two (2) to one (1). This change will eliminate the need for the Town to store plat mylars thus freeing up space. Applicants will provide the Town with a digital version of the plat mylar that will be stored electronically.

Public Comment - None

Debbie Lewis moved to approve Ordinance No. 3.342 on second reading.

Joshua Rivero seconded the motion.

The motion was approved unanimously.

C. ORDINANCE NO. 1.532 - Second Reading**A Bill for an Ordinance Conveying Certain Real Property by Easement to Parker Water and Sanitation District at the Stroh Soccer Park****Department: Engineering and Public Works, Chris Hudson**

This item is associated with an ordinance to dedicate a sanitary sewer easement to the Parker Water and Sanitation District (PWSD) over Town owned property at the Stroh Soccer Park. This easement has been requested for sanitary sewer infrastructure necessary to serve future development south of Stroh Road.

There is now active development occurring south of Stroh Road including the Trails at Crowfoot and Meadowlark development projects in the Town. This will result in the need to complete the sanitary sewer line connection under Stroh Road that was abandoned ten (10) years earlier.

The easement would grant a 30-foot wide non-exclusive easement to PWSD to install this necessary sanitary sewer connection. PWSD is scheduling to complete this work during the summer of 2019 when there is a break in the use of Stroh Soccer Park. In addition, PWSD will need a Temporary Construction Easement to complete this construction. PWSD will be required to restore all areas disturbed by the construction, including impacts to the parking lot, sidewalk and the soccer field.

Rebecca Tejada from Parker Water & Sanitation District was available for questions.

Public Comment - None

Debbie Lewis moved to approve Ordinance No. 1.532 on second reading.

Cheryl Poage seconded the motion.

The motion was approved unanimously.

D. ORDINANCE NO. 8.28.8 - Second Reading

**A Bill for an Ordinance to Amend Section 4.03.030 of the Parker Municipal Code
Concerning Sales and Use Tax**

**Department: Finance, Mary Lou Brown
Town Attorney, Kristin Schledorn**

This ordinance amends the definition of "Engaged in Business in the Town" that is contained in Section 4.03.030 (Sales and Use Tax) of the Parker Municipal Code to include language that was omitted when the Town adopted the standardized tax definition. Language at the end of one of the standard definitions, "Engaged in Business in the Town," was inadvertently omitted from the ordinance.

Public Comment - None

Cheryl Poage moved to approve Ordinance No. 8.28.8 on second reading.

Joshua Rivero seconded the motion.

The motion was approved unanimously.

The meeting was adjourned at 8:17 P.M.

Carol Baumgartner, Town Clerk

John Diak, Mayor Pro Tem

**TOWN OF PARKER COUNCIL
MINUTES
MAY 23, 2019**

Mayor Mike Waid called the meeting to order at 5:01 P.M. Councilmember Renee Williams was absent.

ORDINANCES

ORDINANCE NO. 1.533 - Second Reading

A Bill for an Ordinance Authorizing a Lease Purchase Transaction and in Connection Therewith, Authorizing the Leasing of Certain Town Property and the Execution and Delivery by the Town of a Site Lease, a Lease Purchase Agreement, an Escrow Agreement and Other Financing Documents in Connection Therewith

**Department: Finance, Mary Lou Brown
Town Attorney, Jim Maloney**

5:02 P.M.

Mary Lou Brown gave the background on this item and James Manire explained why we were paying early.

At a study session on May 13, 2019, the financial transaction was reviewed with Council by James Manire, Director Hilltop Securities, who serves as the Town's financial advisor. Also participating was Nate Eckloff, Managing Director, RBC Capital Markets; RBC will serve as the underwriter of the transaction.

In 2009, the Town issued \$44,250,000 in Certificates of Participation to finance the costs of constructing and equipping a new police station as well as the PACE Center. The certificates mature by October 15, 2035; those Certificates maturing on and after November 1, 2020 are subject to redemption on or after November 1, 2019 at the option of the Town.

In order to take advantage of positive market dynamics, Town Finance staff is recommending a refunding of the 2009 Certificates. The Refunding Certificates will be referred to as the Series 2019 and will reflect the interest in the rental under a new Lease Purchase Agreement entered into between Wells Fargo Bank as trustee and lessor and the Town of Parker as lessee. The Series 2019 Certificates will be executed and delivered by the Trustee according to a new Indenture of Trust. This process mirrors that of 2009.

Under the refunding, the collateral for the Series 2019 Certificates will be the Police Building and Site; under the current agreement both the Police Building and the PACE Center serve as collateral.

The recommendation for approval is being made for the following reasons: (1) the refunding is expected to reduce the effective interest rate from approximately 4.4% to less than 3.0%; (2) the

maximum annual repayment cost of the base rentals will not exceed \$2,250,000 which will be a reduction from the current maximum annual repayment cost of \$2,900,000; (3) the total repayment cost will not exceed \$35,890,000; (4) the term of the repayment obligation will end no later than December 31, 2035 which is the same end date as for the 2009 Certificates; and (5) the PACE Center will be released as security for the 2019 Certificates.

Town staff and the Town's Financial Advisor are recommending the refunding of the 2009 Certificates of Participation through the issuance of 2019 Refunding Certificates of Participation and the authorization of a lease purchase agreement, site lease, escrow agreement and other related financing documents. The result of these approvals will be a reduction in the amount of interest expense paid by the Town.

Public Comment - None

Cheryl Poage moved to approve Ordinance 1.533 on second reading.

Jeff Toborg seconded the motion.

The motion was approved unanimously.

The Regular Meeting was recessed at 5:18 P.M. for an Executive Session.

EXECUTIVE SESSION

Town Attorney Jim Maloney and PAR Attorney Corey Hoffmann announced that there was one (1) item for the Combined Executive Session under C.R.S. § 24-6-402(4)(e) concerning listing agreement for Town properties between NavPoint Real Estate Group and the Town (My Mainstreet) and under C.R.S. § 24-6-402(4)(b) there was one (1) item to receive legal advice on specific legal questions concerning South Metro Fire Rescue Fire Protection District v. Parker Authority for Reinvestment et al., Douglas County District Court Case No. 17CV30549.

Josh Rivero moved and John Diak seconded to go into the Combined Executive Session to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiations and to hold a conference with the Town's attorney to receive legal advice on specific legal questions.

The motion was approved unanimously.

Councilmember Cheryl Poage left the meeting at 5:27 P.M., because she had a conflict of interest with the second item.

Debbie Lewis moved and John Diak seconded to come out of the Combined Executive Session at 6:05 P.M.

The meeting was adjourned at 6:06 P.M.

Carol Baumgartner, Town Clerk

Mike Waid, Mayor



Request for Town Council Action

Date: June 17, 2019

Submitted By: Jacob James, Stormwater Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **AGREEMENT REGARDING DESIGN AND PERMITTING
FOR GREEN ACRES TRIBUTARY IMPROVEMENTS**

Department: **Engineering/Public Works, Jacob
James**

EXECUTIVE SUMMARY

The purpose of this is for 470 Compark, LLC to provide engineering design funds to the Town for the Green Acres Tributary located on the Compark South property. The Town will use the funds to enter into an intergovernmental agreement with the Urban Drainage and Flood Control District and transfer the funds to the District. The District will lead the engineering design effort.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The developer of the Compark South property previously designed improvements to the Green Acres Tributary as a part of the approved minor development plat. The improvements as designed were not subject to federal permitting during the submittal process as the drainageway was determined to be non-jurisdictional by the U.S. Army Corps of Engineers. After the Town approved the project, the U.S. Army Corps of Engineers reversed the jurisdictional determination and is now requiring a 404 permit. The improvements that were previously designed do not comply with the requirements of the 404 permit and the developer has opted to provide funds to Urban Drainage in order to design the project within the guidelines of the 404 permit requirements. This agreement provides the engineering design funds to the Town, which would be transferred to the District through an intergovernmental agreement.

FINANCIAL IMPACT

This agreement is to accept funds in the amount of \$478,747 from the developer, therefore, no financial impacts to the Town.

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY



INNOVATE WITH
COLLABORATIVE
GOVERNANCE

ATTACHMENTS

1. Compark Agreement for Green Acres Tributary Improvements

RECOMMENDED MOTION

I move to approve the agreement regarding design and permitting for Green Acres Tributary improvements, as part of the consent agenda.

AGREEMENT REGARDING DESIGN AND PERMITTING FOR GREEN ACRES TRIBUTARY IMPROVEMENTS

THIS AGREEMENT REGARDING DESIGN AND PERMITTING FOR GREEN ACRES TRIBUTARY IMPROVEMENTS (this “**Agreement**”) is made as of _____, 2019 (the “**Effective Date**”), by and between 470 COMPARK LLC, a Colorado limited liability company (“**Applicant**”), and the TOWN OF PARKER, a Colorado home rule municipal corporation (the “**Town**”). The Applicant and the Town are collectively referred to herein as the “**Parties**.”

Recitals

A. The Applicant is the owner of certain real property consisting of 150.119 acres, located outside of the Town, described on **Exhibit A** attached hereto and incorporated by this reference (the “**Property**”).

B. The Property contains a portion of a watercourse commonly known as “Green Acres Tributary.” Stormwater from the Property currently sheet flows from the Property into Green Acres Tributary. This Agreement is for that portion of Green Acres Tributary located on the Property.

C. The Applicant has applied to the Town for approval of a minor development plat for the Property (the “**Application**”) in order to allow the Applicant to develop infrastructure and nonbuildable tracts for a future commercial and residential development in accordance with the approved zoning for the Property (the “**Project**”).

D. In accordance with the Parker Municipal Code, the Town will require the Applicant to participate in the design, permitting and construction of certain improvements to Green Acres Tributary, including, but not limited to, widening the existing floodplain, installing grade control structures, bioengineering bankfull channel stabilization with void-filled rip-rap, erosion control measures, including blankets, and revegetation of all disturbances caused by construction of improvements to Green Acres Tributary.

E. The Applicant completed the concept design phase of the Project and the purpose of this Agreement is to complete the final design.

F. It is anticipated that the Urban Drainage and Flood Control District (the “**District**”) will design, permit, and construct the Green Acres Tributary Improvements concurrently with the processing of the Application and development of the Project; however, the Town will require the Applicant to pay or cause to be paid the costs for the Green Acres Tributary Improvements. In order to ascertain the scope of, and to estimate the total cost of construction of the Green Acres Tributary Improvements, which information is necessary in order for the Town, in cooperation with the District, to determine the scope of improvements that will be required in connection with the Application, the Town, in cooperation with the District, will be required to undertake certain design work in connection with the Green Acres Tributary Improvements prior to the approval of the Applications.

G. In order that the Town, in cooperation with the District, may commence design and permitting of the Green Acres Tributary Improvements, the Applicant has agreed to make or cause to be made a one-time payment to the Town in the amount set forth herein, on the terms and conditions more fully set forth herein.

Agreement

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

1. Green Acres Tributary Improvements Payment. The Applicant hereby agrees to make a one-time payment in the amount of Four Hundred Seventy-Eight Thousand Seven Hundred Forty-Seven Dollars (\$478,747.00) (the “**Green Acres Tributary Payment**”), on or before 5:00 p.m. Mountain Time on June 27, 2019. In the event the Green Acres Tributary Payment is not timely made pursuant to this Section 1, this Agreement will be void and of no further force and effect. The Parties agree that, except as expressly provided herein, the Green Acres Tributary Payment is a nonrefundable payment, and the Town’s failure to approve the Application will not constitute a default by the Town in its performance of this Agreement.

2. Town Agreement with the District. Following the delivery of the Green Acres Tributary Payment, the Town will enter into an agreement with the District in the form of **Exhibit B**, which is attached hereto and incorporated by this reference (the “**District Agreement**”), and the Green Acres Tributary Payment shall be deposited with the District to design the Green Acres Tributary Improvements. To the extent the District has not disbursed the entirety of the Green Acres Tributary Payment for the Project as described in the District Agreement, the Town shall return such amount to Applicant or such entity as is designated by Applicant, as provided by Paragraph 5 of the District Agreement.

3. Town’s Use of Payment. The Town’s use of the Green Acres Tributary Design and Payment shall be limited to reimbursing the Town for engineering work completed by the Town related to the survey and preparatory work and engaging the District to conduct such survey and preparatory work as is required in order to fully design and engineer the Green Acres Tributary Improvements, as described in the District Agreement (the “**Work**”). The Town, in cooperation with the District, shall prepare a schedule for completion of the Work, and provide the Applicant with the opportunity to review and comment prior to commencement of the Work. The Town, in cooperation with the District, shall provide the Applicant with routine updates regarding the status of the Work, including an opportunity to review and comment on any written or graphic materials associated with the Work, and shall also provide the Applicant with copies of any invoices associated with the Work, as such invoices become available. Notwithstanding the foregoing, the Applicant acknowledges that the District will have primary responsibility over the Work, and that the Town’s ability to conduct the Work and provide information to the Applicant will be premised upon the District’s ability to do the same.

4. No Further Payment Required. The Green Acres Tributary Payment referenced in Paragraph 1 shall constitute the Applicant’s sole monetary responsibility for the design and engineering of the Green Acres Tributary Improvements, and the Town shall not require the

Applicant to pay any additional amounts in connection with the Work. To the extent that the Applicant would be required to furnish design and engineering in connection with the Green Acres Tributary Improvements as a condition of approval of one or more application for the Project, the Applicant's performance of its obligations under this Agreement shall be deemed to satisfy such obligations. Notwithstanding the foregoing, the Applicant acknowledges that the Town will require, as a condition of approval of one or more application for the Project, one or more payments in the amount of the total cost of construction of the Green Acres Tributary Improvements, which amount will be ascertained as a result of the District's completion of the Work. After executing this Agreement, the Town and the Applicant shall work together in good faith as work progresses under the District Agreement to agree on the final projected cost of constructing the Work.

5. Legislative Authority. Nothing contained in this Agreement shall constitute or be interpreted as a waiver or abrogation of the Town's legislative, governmental or police powers to promote and protect the health, safety, or general welfare of the Town or its inhabitants. This Agreement does not constitute a delegation or waiver of the legislative or quasi-judicial authority of the Town Council to approve or deny the Applications. The Town's entry into this Agreement should not be construed so as to imply any forthcoming approval of the Applications or that either the Town or the Town Council has taken any position with respect to the Applications.

6. Counterparts. This Agreement may be executed in counterparts, all such counterparts will constitute the same agreement and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. The Agreement with the original signature of the Applicant shall be delivered to the Town.

7. Binding Effect. This Agreement, when executed, shall inure to the benefit of and be binding upon the successors or assigns in interest or the legal representatives of the Parties hereto. This Agreement does not run with the land and shall not be recorded in the real property records of Douglas County.

8. Waiver of Breach. The waiver by any Party to this Agreement of a breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any Party.

9. Entire Agreement. This Agreement represents the entire agreement between the Parties and supersedes any prior oral or collateral agreements or understandings.

10. Amendment. This Agreement may be amended only by an instrument in writing signed by the Parties.

11. No Third-Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Applicant and the Town, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third person on such Agreement. It is the express intention of the Town and the Applicant that any person other than the Town or the Applicant and their successors and assigns receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

12. Governing Law, Venue. This Agreement shall be governed by the laws of the State of Colorado. Venue for any action arising from this Agreement shall lie with the Douglas County District Court.

13. Authorization of Parties' Representative. The undersigned hereby represent that they serve as representatives of the Party for which they have executed this Agreement and are fully authorized to execute this Agreement on behalf of such party.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the Effective Date.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM AND SUFFICIENCY:

James S. Maloney, Town Attorney

[Remainder of page intentionally left blank. Signatures continue on following page.]

Name: _____
Title: _____

Notary Public

EXHIBIT A

Legal Description of the Property

PART OF LOTS 19, AND 20, ALL OF LOTS 21, 22, AND 23, AND THAT 40-FOOT RIGHT OF WAY, GREEN ACRES SUBDIVISION RECORDED IN BOOK 1152 AT PAGE 883, AT RECEPTION NO. 105760 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER TOGETHER WITH PART OF THE SOUTH HALF OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 6 AND CONSIDERING THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 6 TO BEAR NORTH 00°30'14" WEST, AND MONUMENTED AS SHOWN HEREON, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE NORTH 00°30'14" WEST ALONG SAID WEST LINE OF THE SOUTHWEST QUARTER A DISTANCE 1216.44 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF HIGHWAY E-470 AS DESCRIBED IN BOOK 902 AT PAGE 573 AND AT BOOK 902 AT PAGE 576 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING TEN (10) COURSES:

- 1) NORTH 72°48'01" EAST A DISTANCE OF 328.41 FEET;
- 2) NORTH 73°02'20" EAST A DISTANCE OF 596.76 FEET;
- 3) NORTH 77°03'02" EAST A DISTANCE OF 576.89 FEET;
- 4) NORTH 83°04'45" EAST A DISTANCE OF 573.61 FEET;
- 5) NORTH 85°05'07" EAST A DISTANCE OF 380.93 FEET;
- 6) NORTH 86°06'18" EAST A DISTANCE OF 574.74 FEET;
- 7) SOUTH 87°52'51" EAST A DISTANCE OF 578.89 FEET;
- 8) SOUTH 81°41'15" EAST A DISTANCE OF 612.23 FEET;
- 9) SOUTH 72°31'23" EAST A DISTANCE OF 371.41 FEET TO A POINT ON A CURVE;
- 10) ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 10°57'27", A RADIUS OF 3005.03 FEET, AN ARC LENGTH OF 574.70 FEET, THE CHORD OF WHICH BEARS SOUTH 67°01'44" EAST, A DISTANCE OF 573.82 FEET TO A POINT BEING THE NORTHEASTERLY CORNER OF THAT PARCEL OF LAND AS DESCRIBED IN DEED RECORDED UNDER RECEPTION NO. 2010056842 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL OF LAND THE FOLLOWING NINE (9) COURSES:

- 1) SOUTH 21°56'14" WEST, A DISTANCE OF 91.83 FEET TO A POINT OF CURVATURE;
- 2) ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 43°58'01", A RADIUS OF 200.00 FEET AND AN ARC LENGTH OF 153.47 FEET, THE

CHORD OF WHICH BEARS SOUTH 43°55'15" WEST, A DISTANCE OF 149.74 FEET;

3) SOUTH 65°54'15" WEST, A DISTANCE OF 75.57 FEET TO A POINT OF CURVATURE;

4) ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 24°33'38", A RADIUS OF 200.00 FEET AND AN ARC LENGTH OF 85.73 FEET, THE CHORD OF WHICH BEARS SOUTH 78°11'04" WEST, A DISTANCE OF 85.08 FEET;

5) NORTH 89°32'07" WEST, A DISTANCE OF 9.07 FEET TO A POINT OF CURVATURE;

6) ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 12°56'47", A RADIUS OF 200.00 FEET AND AN ARC LENGTH OF 45.19 FEET, THE CHORD OF WHICH BEARS SOUTH 83°59'30" WEST, A DISTANCE OF 45.10 FEET;

7) SOUTH 77°31'06" WEST, A DISTANCE OF 135.79 FEET TO A POINT OF CURVATURE;

8) ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 09°27'04", A RADIUS OF 500.00 FEET AND AN ARC LENGTH OF 82.48 FEET, THE CHORD OF WHICH BEARS SOUTH 82°14'38" WEST, A DISTANCE OF 82.38 FEET;

9) SOUTH 86°58'10" WEST, A DISTANCE OF 149.52 FEET TO A POINT BEING THE NORTHEASTERLY CORNER OF THAT PARCEL OF LAND AS DESCRIBED IN DEED RECORDED UNDER RECEPTION NO. 2010056677 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE ALONG THE NORTHWESTERLY LINE OF SAID PARCEL OF LAND THE FOLLOWING THIRTEEN (13) COURSES:

1) SOUTH 86°58'10" WEST, A DISTANCE OF 158.57 FEET TO A POINT OF CURVATURE;

2) ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 33°25'14", A RADIUS OF 200.00 FEET AND AN ARC LENGTH OF 116.66 FEET THE CHORD OF WHICH BEARS SOUTH 70°15'33" WEST, A DISTANCE OF 115.01 FEET;

3) SOUTH 53°32'56" WEST, A DISTANCE OF 294.75 FEET TO A POINT OF CURVATURE;

4) ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 94°27'12", A RADIUS OF 125.00 FEET AND AN ARC LENGTH OF 206.07 FEET, THE CHORD OF WHICH BEARS SOUTH 06°19'20" WEST, A DISTANCE OF 183.51 FEET;

5) SOUTH 40°54'16" EAST, A DISTANCE OF 251.99 FEET TO A POINT OF CURVATURE;

6) ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 23°16'42", A RADIUS OF 50.00 FEET AND AN ARC LENGTH OF 20.31 FEET, THE CHORD OF WHICH BEARS SOUTH 52°32'37" EAST, A DISTANCE OF 20.17 FEET;

7) SOUTH 64°10'58" EAST, A DISTANCE OF 23.43 FEET TO A POINT OF CURVATURE;

8) ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 43°29'20", A RADIUS OF 50.00 FEET AND AN ARC LENGTH OF 37.95 FEET, THE CHORD OF WHICH BEARS SOUTH 42°26'18" EAST, A DISTANCE OF 37.05 FEET;

9) SOUTH 20°41'38" EAST, A DISTANCE OF 39.38 FEET TO A POINT OF CURVATURE;

10) ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 20°09'03", A RADIUS OF 100.00 FEET AND AN ARC LENGTH OF 35.17 FEET, THE

CHORD OF WHICH BEARS SOUTH 10°38'24" EAST, A DISTANCE OF 34.99 FEET;
11) SOUTH 00°32'10" EAST, A DISTANCE OF 40.51 FEET TO A POINT OF CURVATURE;
12) ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 47°17'03", A RADIUS OF 100.00 FEET AND AN ARC LENGTH OF 82.53 FEET, THE CHORD OF WHICH BEARS SOUTH 23°06'21" WEST, A DISTANCE OF 80.20 FEET;
13) SOUTH 46°44'52" WEST, A DISTANCE OF 59.24 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 6;

THENCE SOUTH 87°49'19" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 1546.96 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 6, SAID POINT ALSO BEING THE SOUTHEASTERLY CORNER OF THAT RIGHT-OF-WAY PARCEL DESCRIBED IN BOOK 195 AT PAGE 510 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE ALONG THE BOUNDARY OF SAID PARCEL THE FOLLOWING THREE (3) COURSES:

1) NORTH 00°17'01" EAST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 6, A DISTANCE OF 30.03 FEET;
2) SOUTH 87°55'04" WEST ALONG A LINE THIRTY FEET NORTHERLY DISTANT, WHEN MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SOUTHWEST QUARTER OF SECTION 6, A DISTANCE OF 626.87 FEET;
3) SOUTH 00°42'41" WEST A DISTANCE OF 30.04 FEET TO A POINT ON SAID SOUTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6;

THENCE SOUTH 87°55'04" WEST, ALONG SAID SOUTH LINE A DISTANCE OF 709.76 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6;

THENCE SOUTH 87°55'04" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SOUTHWEST QUARTER OF SECTION 6, A DISTANCE OF 1085.67 FEET TO THE POINT OF BEGINNING,

CONTAINING A CALCULATED AREA OF 6,539,184 SQUARE FEET OR 150.119 ACRES, MORE OR LESS.

EXHIBIT B
District Agreement

AGREEMENT REGARDING
FINAL DESIGN AND CONSTRUCTION
OF FEE-IN-LIEU DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR
GREEN ACRES TRIBUTARY AT COMPARK VILLAGE SOUTH
TOWN OF PARKER

Agreement No. 19-06.01
Project No. 107382

THIS AGREEMENT, by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT (hereinafter called "DISTRICT") and TOWN OF PARKER (hereinafter called "TOWN") and collectively known as "PARTIES";

WITNESSETH:

WHEREAS, DISTRICT, in a policy statement previously adopted (Resolution No. 14, Series of 1970 and Resolution No. 11, Series of 1973) expressed an intent to assist public bodies which have heretofore enacted floodplain regulation measures; and

WHEREAS, PARTIES participated in a joint planning study titled "Happy Canyon Creek Major Drainageway Plan" by Muller Engineering Company, Inc. dated March 2014 (hereinafter called "PLAN"); and

WHEREAS, PARTIES now desire to proceed with the design and construction of drainage and flood control improvements for Green Acres Tributary and the E-470 Pond (hereinafter called "PROJECT"); and

WHEREAS, TOWN now desires to utilize developer funding to design and construct PLAN improvements; and

WHEREAS, DISTRICT, on behalf of TOWN, shall manage the design and construction of PROJECT for an administrative fee to cover the additional project management costs for PROJECT; and

WHEREAS, the Town Council of TOWN by appropriation or resolution, all of PROJECT costs of the respective PARTIES.

NOW, THEREFORE, in consideration of the mutual promises contained herein, PARTIES hereto agree as follows:

1. **SCOPE OF THIS AGREEMENT**

This Agreement defines the responsibilities and financial commitments of PARTIES with respect to PROJECT.

2. **SCOPE OF PROJECT**

- A. **Final Design.** PROJECT shall include the final design of improvements in accordance with the engineer's scope, fee, and schedule, as shown on Exhibit B. Specifically, the final design of facilities shall extend from approximately E-470 to 4,000 feet upstream, as shown on Exhibit A
- B. **Construction.** PROJECT shall include construction, establishment of vegetation, and permit monitoring by DISTRICT of the drainage and flood control improvements as set forth in the design and through final acceptance of permitting and vegetation establishment obligations.

Establishment and permit monitoring includes stream management and revegetation for establishment and weed management to comply with all federal, state, and local stormwater management permits and mitigation requirements under Section 404 of the Federal Clean Water Act and project goals.

DISTRICT shall monitor the stream and determine how it is performing relative to hydrologic, hydraulic, and geomorphic parameters during the establishment period. If the stream is departing from stable ranges of hydrologic, hydraulic, and geomorphic parameters that result in PROJECT not achieving goals, DISTRICT shall implement stream management improvements, provided project funding is available. PROJECT shall be considered complete when there are no longer project funds available or when the stream remains within stable ranges during the establishment period.

3. PUBLIC NECESSITY

PARTIES agree that the work performed pursuant to this Agreement is necessary for the health, safety, comfort, convenience, and welfare of all the people of the State, and is of particular benefit to the inhabitants of PARTIES and to their property therein.

4. PROJECT COSTS AND ALLOCATION OF COSTS

A. PARTIES agree that for the purposes of this Agreement PROJECT costs shall consist of and be limited to the following Project Costs:

1. Final design services
2. Delineation, description and acquisition of required rights-of-way/easements
3. Construction of improvements
4. Contingencies mutually agreeable to PARTIES
6. Administrative Fee

B. It is understood that PROJECT costs as defined above are not to exceed \$346,861 without amendment to this Agreement.

PROJECT costs for the various elements of the effort are estimated as follows:

<u>PROJECT ITEM</u>	<u>AMOUNT</u>
1. Final design	\$ 456,897
2. Right of way	\$ -0-
3. Construction	\$ -0-
4. Contingencies	\$ -0-
Sub Total	\$ 456,897
<u>ADMINISTRATIVE ITEM</u>	
5. Final Design Administrative Fee	\$ 21,850
6. Construction Administrative Fee	\$ -0-
Sub Total	\$ 21,850
Grand Total	\$ 478,747

This breakdown of conceptual design, final design, construction, and contingency costs is for estimating purposes only. Costs may vary between the various elements of the effort without amendment to this Agreement provided the total expenditures do not exceed the maximum contribution by all PARTIES plus accrued interest, if applicable.

5. MANAGEMENT OF FINANCES

- A. Project Costs. As set forth in DISTRICT policy (Resolution No. 11, Series of 1973, Resolution No. 49, Series of 1977, and Resolution No. 37, Series of 2009), the funding of a local body's share may come from its own revenue sources or from funds received from state, federal, or other sources of funding without limitation and without prior DISTRICT approval.

Project Payment by TOWN of \$478,747 shall be made to DISTRICT subsequent to execution of this Agreement and within 30 days of request for payment by DISTRICT. PROJECT payment shall be held by DISTRICT in a special fund to pay for increments of PROJECT as authorized by PARTIES, and as defined herein. DISTRICT shall provide a periodic accounting of PROJECT funds as well as a periodic notification to TOWN of any unpaid obligations. Any interest earned by the monies contributed by PARTIES shall be accrued to the special fund established by DISTRICT for PROJECT and such interest shall be used only for PROJECT upon approval by the contracting officers (Paragraph 13).

- B. Administrative Costs. As set forth in DISTRICT policy (Resolution No. 38, Series of 2017), DISTRICT shall collect administrative fees for Fee-In-Lieu projects to offset DISTRICT staff time required to manage the Final Design and Construction of PROJECT. The administrative fee is nonrefundable and to be held in the Development Service Enterprise Fund.

1. Final Design. The administrative fee is based on a standard one-time charge for final design start-up and close-out cost, plus a monthly final design management cost. The monthly final design management cost will be the rate below per months PROJECT is in design.

Final Design Start-up Cost	\$2,400
Monthly Final Design Management	\$1,645 per month
Final Design Close-out Cost	\$3,000

2. Construction. The administrative fee is based percentage of the estimated construction costs. The percentage charged is as shown in the following table.

Under \$500,000	8%
\$1,000,000 - \$1,500,000	4%
\$1,500,000 - \$2,000,000	3%
\$2,000,000 - \$3,500,000	2.0%
\$3,500,000 - \$5,000,000	1.5%

\$5,000,000 - \$10,000,000	1.0%
\$10,000,000 - \$15,500,000	0.7%
\$15,500,000 - \$20,000,000	0.6%

6. CONCEPTUAL AND FINAL DESIGN

The contracting officers for PARTIES, as defined under Paragraph 13 of this Agreement, shall select an engineer mutually agreeable to both PARTIES. DISTRICT shall contract with selected engineer and shall supervise and coordinate the final design including right-of-way delineation subject to approval of the contracting officer for TOWN. Payment for final design services shall be made by DISTRICT as the work progresses from the PROJECT fund established as set forth above.

Final design services shall consist of, but not be limited to, the following:

- A. Preparation of a work plan schedule identifying the timing of major elements in the design;
- B. Preparation of detailed construction plans and specifications;
- C. Preparation of an estimate of probable construction costs of the work covered by the plans and specifications;
- D. Preparation of an appropriate construction schedule.
- E. If the engineer that prepared the field-ready construction documents is selected to perform construction observation, and the contractor to construct the improvements is selected using DISTRICT's Best Value Selection process the engineer shall seal the construction documents, otherwise the construction documents shall be provided to TOWN unsealed.

7. RIGHT OF WAY OR NON-REVOCABLE EASEMENT

Right of Way or a non-revocable easement shall be acquired through a subdivision plat at no cost to TOWN and DISTRICT, subject to approval of DISTRICT, for land or interests in land needed to implement construction of the drainage and flood control improvements, as defined herein. The right-of-way or non-revocable easement acquired shall be in the name of TOWN and the conveyancing document shall be promptly recorded in the records of the Clerk and Recorder of TOWN.

- A. Coordination of Right-of-Way or Non-revocable Easement Acquisition. TOWN shall acquire the right-of-way or non-revocable easement only after receiving prior approval of DISTRICT.
- B. Ownership of Property and Limitation of Use. TOWN shall own the property either in fee or non-revocable easement and shall be responsible for same. It is specifically understood that the right-of-way is being used for drainage and flood control purposes. The properties upon which PROJECT is constructed shall not be used for any purpose that will diminish or preclude its use for drainage and flood control purposes. TOWN may not dispose of or change the use of the properties without approval of DISTRICT. If, in the future, TOWN disposes of any portion of or all of the properties acquired upon which PROJECT is constructed pursuant to this Agreement; changes the use of any portion or all of the

properties upon which PROJECT is constructed pursuant to this Agreement; or modifies any of the improvements located on any portion of the properties upon which PROJECT is constructed pursuant to this Agreement; and TOWN has not obtained the written approval of DISTRICT prior to such action, TOWN shall take any and all action necessary to reverse said unauthorized activity and return the properties and improvements thereon, acquired and constructed pursuant to this Agreement, to the ownership and condition they were in immediately prior to the unauthorized activity at TOWN's sole expense.

8. MANAGEMENT OF CONSTRUCTION

- A. Costs. Construction costs shall consist of those costs as incurred by the most qualified contractor(s) including detour costs, licenses and permits, utility relocations, and construction related engineering services as defined in Paragraph 4 of this Agreement.
- B. Construction Management and Payment
 - 1. DISTRICT, with the concurrence of TOWN, shall administer and coordinate the construction-related work as provided herein.
 - 2. DISTRICT, with concurrence of TOWN, shall select and award construction contract(s).
 - 3. DISTRICT shall require the contractor to provide adequate liability insurance that includes TOWN. The contractor shall be required to indemnify TOWN. Copies of the insurance coverage shall be provided to TOWN.
 - 4. DISTRICT, with assistance of TOWN, shall coordinate field surveying; staking; inspection; testing; acquisition of right-of-way; and engineering as required to construct PROJECT. DISTRICT, with assistance of TOWN, shall assure that construction is performed in accordance with the construction contract documents including approved plans and specifications and shall accurately record the quantities and costs relative thereto. Copies of all inspection reports shall be furnished to TOWN on a weekly basis. DISTRICT shall retain an engineer to perform all or a part of these duties.
 - 5. DISTRICT, with concurrence of TOWN, shall contract with and provide the services of the design engineer for basic engineering construction services to include addendum preparation; survey control points; explanatory sketches; revisions of contract plans; shop drawing review; as-built plans; weekly inspection of work; and final inspection.
 - 6. PARTIES shall have access to the site during construction at all times to observe the progress of work and conformance to construction contract documents including plans and specifications.
 - 7. DISTRICT shall review and approve contractor billings. DISTRICT shall remit payment to contractor based on billings.

8. DISTRICT, with concurrence of TOWN, shall prepare and issue all written change or work orders to the contract documents.
 9. PARTIES shall jointly conduct a final inspection and accept or reject the completed PROJECT in accordance with the contract documents.
 10. DISTRICT shall provide TOWN a set of reproducible "as-built" plans.
- C. Construction Change Orders. In the event that it becomes necessary and advisable to change the scope or detail of the work to be performed under the contract(s), such changes shall be rejected or approved in writing by the contracting officers. No change orders shall be approved that increase the costs beyond the funds available in PROJECT fund, including interest earned on those funds, unless and until the additional funds needed to pay for the added costs are committed by all PARTIES.

9. MAINTENANCE

PARTIES agree that TOWN shall own and be responsible for maintenance of the completed and accepted PROJECT. PARTIES further agree that DISTRICT, at TOWN's request, shall assist TOWN with the maintenance of all facilities constructed or modified by virtue of this Agreement to the extent possible depending on availability of DISTRICT funds. Such maintenance assistance shall be limited to drainage and flood control features of PROJECT. Maintenance assistance may include activities such as keeping flow areas free and clear of debris and silt, keeping culverts free of debris and sediment, repairing drainage and flood control structures such as drop structures and energy dissipaters, and clean-up measures after periods of heavy runoff. The specific nature of the maintenance assistance shall be set forth in a memorandum of understanding from DISTRICT to TOWN, upon acceptance of DISTRICT's annual Maintenance Work Program.

DISTRICT shall have right-of-access to right-of-way and storm drainage improvements at all times for observation of flood control facility conditions and for maintenance when funds are available.

10. FLOODPLAIN REGULATION

TOWN agrees to regulate and control the floodplain of Green Acres Tributary within TOWN in the manner prescribed by the National Flood Insurance Program and prescribed regulations thereto as a minimum.

PARTIES understand and agree, however, that TOWN cannot obligate itself by contract to exercise its police powers. If TOWN fails to regulate the floodplain of Green Acres Tributary within TOWN in the manner prescribed by the National Flood Insurance Program and prescribed regulations thereto as a minimum, DISTRICT may exercise its power to do so and TOWN shall cooperate fully.

11. TERM OF AGREEMENT

Despite the date that this Agreement is signed by PARTIES, the term of this Agreement shall commence upon the earlier of the date of final execution by all PARTIES or December 31 of the year that it is tendered to TOWN for execution and shall terminate three (3) years after the final payment is made to the construction contractor and the final accounting of funds on deposit at

DISTRICT is provided to all PARTIES pursuant to Paragraph 5 herein, except for Paragraph 10. FLOODPLAIN REGULATION, Paragraph 7.B. Ownership of Property and Limitation of Use, and Paragraph 9. MAINTENANCE, which shall run in perpetuity.

12. LIABILITY

Each party hereto shall be responsible for any suits, demands, costs, or actions at law resulting from its own acts or omissions and may insure against such possibilities as appropriate.

13. CONTRACTING OFFICERS

- A. The contracting officer for TOWN shall be the Public Works and Engineering, 20120 East Mainstreet, Parker, Colorado 80138.
- B. The contracting officer for DISTRICT shall be the Executive Director, 2480 West 26th Avenue, Suite 156B, Denver, Colorado 80211.
- C. The contracting officers for PARTIES each agree to designate and assign a PROJECT representative to act on the behalf of said PARTIES in all matters related to PROJECT undertaken pursuant to this Agreement. Each representative shall coordinate all PROJECT-related issues between PARTIES, shall attend all progress meetings, and shall be responsible for providing all available PROJECT-related file information to the engineer upon request by DISTRICT or TOWN. Said representatives shall have the authority for all approvals, authorizations, notices or concurrences required under this Agreement. However, in regard to any amendments or addenda to this Agreement, said representative shall be responsible to promptly obtain the approval of the proper authority.

14. RESPONSIBILITIES OF PARTIES

DISTRICT shall be responsible for coordinating with TOWN the information developed by the various consultants hired by DISTRICT and for obtaining all concurrences from TOWN needed to complete PROJECT in a timely manner. TOWN agrees to review all concept plans, preliminary design plans, and final plans and specifications; and to provide comments within 21 calendar days after the drafts have been provided by DISTRICT to TOWN.

15. AMENDMENTS

This Agreement contains all of the terms agreed upon by and among PARTIES. Any amendments to this Agreement shall be in writing and executed by PARTIES hereto to be valid and binding.

16. SEVERABILITY

If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable clause or provision shall not affect the validity of the Agreement as a whole and all other clauses or provisions shall be given full force and effect.

17. APPLICABLE LAWS

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Jurisdiction for any and all legal actions regarding this Agreement shall be in the State of Colorado and venue for the same shall lie in the TOWN where PROJECT is located.

18. ASSIGNABILITY

No party to this Agreement shall assign or transfer any of its rights or obligations hereunder without the prior written consent of the nonassigning party or parties to this Agreement.

19. BINDING EFFECT

The provisions of this Agreement shall bind and shall inure to the benefit of PARTIES hereto and to their respective successors and permitted assigns.

20. ENFORCEABILITY

PARTIES hereto agree and acknowledge that this Agreement may be enforced in law or in equity, by decree of specific performance or damages, or such other legal or equitable relief as may be available subject to the provisions of the laws of the State of Colorado.

21. TERMINATION OF AGREEMENT

This Agreement may be terminated upon thirty (30) days' written notice by any party to this Agreement, but only if there are no contingent, outstanding contracts. If there are contingent, outstanding contracts, this Agreement may only be terminated upon the cancellation of all contingent, outstanding contracts. All costs associated with the cancellation of the contingent contracts shall be shared between PARTIES in the same ratio(s) as were their contributions.

22. PUBLIC RELATIONS

It shall be at TOWN's sole discretion to initiate and to carry out any public relations program to inform the residents in PROJECT area as to the purpose of PROJECT and what impact it may have on them. Technical information shall be presented to the public by the selected engineer. In any event DISTRICT shall have no responsibility for a public relations program, but shall assist TOWN as needed and appropriate.

23. NO DISCRIMINATION IN EMPLOYMENT

In connection with the performance of work under this Agreement, PARTIES agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified because of race, color, ancestry, creed, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability and further agree to insert the foregoing provision in all subcontracts hereunder.

24. APPROPRIATIONS

Notwithstanding any other term, condition, or provision herein, each and every obligation of TOWN and/or DISTRICT stated in this Agreement is subject to the requirement of a prior appropriation of funds therefore by the appropriate governing body of TOWN and/or DISTRICT.

25. NO THIRD PARTY BENEFICIARIES

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to PARTIES, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of PARTIES that

any person or party other than any one of PARTIES receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

26. ILLEGAL ALIENS

PARTIES agree that any public contract for services executed as a result of this intergovernmental agreement shall prohibit the employment of illegal aliens in compliance with §8-17.5-101 C.R.S. *et seq.* The following language shall be included in any contract for public services:

- A. At the time of execution of this Agreement, CONTRACTOR does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.
- B. CONTRACTOR shall participate in the E-Verify Program, as defined in § 8 17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.
- C. CONTRACTOR shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
- D. CONTRACTOR shall not enter into a contract with a subconsultant or subcontractor that fails to certify to CONTRACTOR that it shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
- E. CONTRACTOR shall confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in the E-Verify Program.
- F. CONTRACTOR is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligation under this Agreement, and that otherwise requires CONTRACTOR to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.
- G. If CONTRACTOR obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contract with an illegal alien, it will notify such subconsultant or subcontractor and PARTIES within three (3) days. CONTRACTOR shall also then terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three (3) day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.
- H. CONTRACTOR shall comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S.
- I. CONTRACTOR shall, within twenty days after hiring an employee who is newly hired for employment to perform work under this Agreement, affirms that it has examined the legal work status of such employees, retained file copies of the documents required by 8 U.S.C.

Section 1324a, and not altered or falsified the identification documents for such employees.

CONTRACTOR shall provide a written, notarized copy of the affirmation to PARTIES.

27. GOVERNMENTAL IMMUNITIES

PARTIES hereto intend that nothing herein shall be deemed or construed as a waiver by any party of any rights, limitations, or protections afforded to them under the Colorado Governmental Immunity Act (§ 24-10-101, *et seq.*, C.R.S.) as now or hereafter amended or otherwise available at law or equity.

28. INTENT OF AGREEMENT

Except as otherwise stated herein, this Agreement is intended to describe the rights and responsibilities of and between PARTIES and is not intended to and shall not be deemed to confer rights upon any person or entities not named as PARTIES, nor to limit in any way the powers and responsibilities of TOWN, DISTRICT or any other entity not a party hereto.

29. EXECUTION IN COUNTERPARTS – ELECTRONIC SIGNATURES

This Agreement, and all subsequent documents requiring the signatures of PARTIES to this Agreement, may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. PARTIES approve the use of electronic signatures for execution of this Agreement, and all subsequent documents requiring the signatures of PARTIES to this Agreement. Only the following two forms of electronic signatures shall be permitted to bind PARTIES to this Agreement, and all subsequent documents requiring the signatures of PARTIES to this Agreement.

- A. Electronic or facsimile delivery of a fully executed copy of a signature page; or
- B. The image of the signature of an authorized signer inserted onto PDF format documents.

Documents requiring notarization may also be notarized by electronic signature, as provided above. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, CRS §§ 24-71.3-101 to -121.

WHEREFORE, PARTIES hereto have caused this instrument to be executed by properly authorized signatories as of the date and year written below.

URBAN DRAINAGE AND
FLOOD CONTROL DISTRICT

By_____

Name Ken A. MacKenzie

Title Executive Director

Date_____

Checked By

TOWN OF PARKER

(SEAL)

By _____
Mike Waid

ATTEST:

Title Mayor

Carol Baumgartner, Town Clerk

Date _____

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

AGREEMENT REGARDING
FINAL DESIGN AND CONSTRUCTION
OF FEE-IN-LIEU DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR
GREEN ACRES TRIBUTARY AT COMPARK VILLAGE SOUTH
TOWN OF PARKER

Agreement No. 18-10.14

Project No. 107382

Exhibit A





May 31, 2019

Ms. Teresa Patterson, P.E., CFM
UDFCD
2480 W. 26th Ave. Suite 156-B
Denver, CO 80211

(Via email: tpatterson@udfcd.org)

RE: Green Acres Tributary – Final Design Phase – Scope of Services

Dear Teresa:

RESPEC is pleased to present this scope and fee to the Urban Drainage and Flood Control District (UDFCD) to provide professional engineering services for final design of the Green Acres Tributary channel improvements. The project will include design of channel improvements, two drop structures (assumed sculpted concrete for both), one box culvert, and trail. This scope/fee has been developed to assist in establishing funding agreements between MPVCompark and the Town of Parker. We have developed this estimate based on our current understanding of the project, our experience with similar projects, and to ensure adequate funding is available to complete the needed scope items.

SCOPE OF WORK

Task 1 – Project Coordination

1.1 Project Meetings - Project meetings will be conducted with MPVCompark, UDFCD, the Town of Parker and UDFCD's project partners selected contractor (Naranjo) to ensure professional services are following the project goals, share and obtain updated information.

The following are anticipated key meetings:

- *Design Review Meetings (3)* - We propose three meetings to review key submittals including the conceptual plans from Phase 1, the Preliminary Design Submittal, and the 90% Design Submittal.
- *Progress Meetings (6)* - We propose six additional project meetings throughout the design process (in-person and on-line meeting techniques).
- *Internal Team Meetings* - RESPEC will coordinate and attend meetings with the different project team disciplines to ensure progress and continuity of the project.

1.2 – Project Management and Coordination – This task includes project budget control, monthly invoicing, project updates, scheduling updates, deliverable reviews, project data and file management and project coordination.

720 SOUTH COLORADO BLVD.
SUITE 410 S
DENVER, CO 80246
303.757.3655



Task 2 – Preliminary (60%) Design

- 2.1 Preliminary (60%) Engineering & Hydraulics** – Hydraulic models and engineering calculations will be refined for the project elements included in the conceptual design (previous phase).
- 2.2 60% Preliminary Plans** – Preliminary level (60%) design plan set will be prepared based off the conceptual design drawings for the channel improvements.
- 2.3 Quantities and Cost Estimate** – Quantities and an opinion of probable cost estimate will be developed for the preliminary plans. Appropriate cost contingencies will be included to reflect the level of information.
- 2.4 Individual Permit (IP) Coordination and Plan Refinement** – We will coordinate with ERO and make minor adjustments to the plans if necessary to incorporate into the IP application which will be submitted by ERO. We will also help support and coordinate with ERO and ERC to complete the Stream Quantification Tool (SQT) analysis.

Task 3 – Final (90%) Design

- 3.1 Final (90%) Engineering & Hydraulics** – Hydraulic models and engineering calculations will be refined for the project elements included in 60% design.
- 3.2 90% Design Plans & Specifications** – Final design plans will be prepared based off the preliminary design drawings for the channel improvements.
- 3.3 Quantities and Cost Estimate** – Quantities and an opinion of probable cost estimates will be developed for the final (90%) plans.
- 3.4 Basis of Design Report** – A technical report will be prepared to serve as a record of the design process, documenting all calculations and engineering decisions.

Task 4 – Final (100%) Design

- 4.1 Final Engineering & Hydraulics** – Hydraulic models and engineering calculations will be refined for the project elements included in 90% design.
- 4.2 Final (100%) Design Plans & Specifications** – Final design plans will be prepared based off 90% design drawings for the channel improvements.
- 4.3 Quantities and Cost Opinions** – Quantities and an opinion of probable cost estimates will be developed for the final (100%) plans.
- 4.4 Basis of Design Report** – A technical report will be prepared to serve as a record of the design process, documenting all calculations and engineering decisions.

Task 5 – Scope for Construction Phase Services

Once Final Design is completed, RESPEC will work with UDFCD to develop a scope and fee estimate for providing construction phase services of the proposed channel improvements.

Special Services

ERO Resources Corporation: ERO will develop the IP application for the USACE and provide environmental permitting support. Specific tasks are listed below, and their full scope of work has been attached:

- Cultural Resources Survey & Report



- o Exploratory Testing and Buried Cultural Deposit Evaluation (It is not known at this time what USACE will require for cultural resources, so this has been included as a worst-case scenario)
- Prepare IP Application
- Comment Resolution and IP Review
- Project Management, Coordination, and Meetings
- Stream and Wetland Functional Assessments (for SQT Analysis)

Ecological Resources Consultants, Inc.: ERC will provide geomorphologic services to supplement the overall drainage and site development planning and design for proposed channel improvements. Specific tasks are listed below, and their full scope of work has been attached:

- Technical Evaluation of Geomorphologic Parameters
- Preliminary and Final Design Support
- Basis of Design Report
- Coordination, Meetings and Project Management
- SQT Analysis Assistance

AG Wassenaar: AG Wassenaar will provide an additional test boring at the proposed box culvert between Belford Ave and N 1st Ave and provide engineering recommendations. The testing and recommendations will build off the previous work completed by AG Wassenaar for the Compark development.

SDG Inc: SDG will provide the structural designs, plans and details for the proposed box culvert between Belford Ave and N 1st Ave and its headwalls, wingwalls and pedestrian railings. Their full scope of work and other assumptions has been attached.

Manhard Consulting: Manhard will provide as-directed survey services to supplement the existing survey they have performed. It has been assumed that 5 field days and 2.5 office days will be required for in the Final Design phase of this project.

Utility Mapping Services, Inc: USMI will provide the subsurface utility engineering required as part of Colorado Subsurface Utility Law (SB18-167). They will designate existing utilities per ASCE Standard 38-02 standards and provide a vacuum excavation (test hole) of the WISE water line at the proposed box culvert crossing and provide a P.E. sealed summary report. Their full scope of work and other assumptions has been attached.

FEE

RESPEC has developed a fee estimate based on the scope of work items outlined above and the assumptions included later in this document. Attachment A details the estimated fee for professional services. Due to the uncertainty of the scope of work required for the Final Design Phase, a contingency line item has also been included.



RESPEC

ANTICIPATED SCHEDULE

Based on the information known at this time, we have outlined a preliminary anticipated project schedule for the final design phase as shown below. This schedule is based on final design phase work beginning shortly after completion of the conceptual design. Times shown are from notice to proceed. The total amount of time estimated to complete this scope is ten months.

Task 1 – Project Coordination and Administration	on-going
Task 2 – Preliminary Design (60%) and IP Submittal	12 -14 weeks
Task 3 – Final (90%) Design Submittal	7 – 8 months
Task 4 – Final (100%) Design Submittal	10 months

The attached, preliminary schedule was developed based on NTP of July 1 with a Kick Off Meeting the week of July 22nd. The schedule will be developed in more detail as part of the Project Coordination Task once the Final Design Phase of work is initiated.

DELIVERABLES

1. Meeting notes (pdf)
2. Monthly invoice and progress summary
3. Preliminary (60%), Final (90%) and Final (100%) Plans, quantities and specifications
4. IP Application (to be provided by ERO)
5. Scope and Fee Estimate for Construction Phase Services
6. Basis of Design Report
7. Project files

RESPONSIBILITY OF MPVCOMPARK/UDFCD

1. Provide survey, drawings, and other data relating to the layout and design of the drainage facilities and the development in digital format.
2. Coordinate site access.

PROPOSAL ASSUMPTIONS

1. The proposed design developed in the 20% Conceptual Design phase is the basis for the Final Design Phase work.
2. No public meetings will be conducted.
3. Legal descriptions, adjustments to the plats, or adjustments to the civil plans required to accommodate channel improvements are excluded.
4. Vegetation plans within the riparian/stream corridor and coordination with MPVCompark's landscape architect has been included. Landscape architecture is not included in this scope of work.
5. Maintenance trails will be designed along the stream corridor. In areas downstream of the proposed Belford Ave., where the maintenance trail coincides with proposed, future regional trail, the maintenance trail will be designed to accommodate the future paved regional trail.
6. Design of utilities is not included in this scope of work.



7. CLOMR/LOMR is not included in this scope of work. It is assumed the design will work with the CLOMR already obtained by MPVCompark and Manhard Consulting. The LOMR will be completed as part of construction phase services.
8. Includes leading coordination with the following project stakeholders: Town of Parker, UDFCD, MPVCompark, USACE and Parker Water. Excludes leading coordination with other potential project stakeholders such as E-470 Authority and other private property owners.
9. It is assumed that all channel improvements will be designed based on existing conditions at the site. All future improvements including construction of Belford Ave., 1st Ave. extension and the regional trail will occur after the channel improvements are in place.

Thank you for the opportunity to present our proposal. If you have any questions about the information presented, please contact Lee Rosen by telephone (720.775.6399) or email (lee.rosen@respec.com).

Sincerely,

Lee Rosen, PE, CFM
Project Manager

Attachment

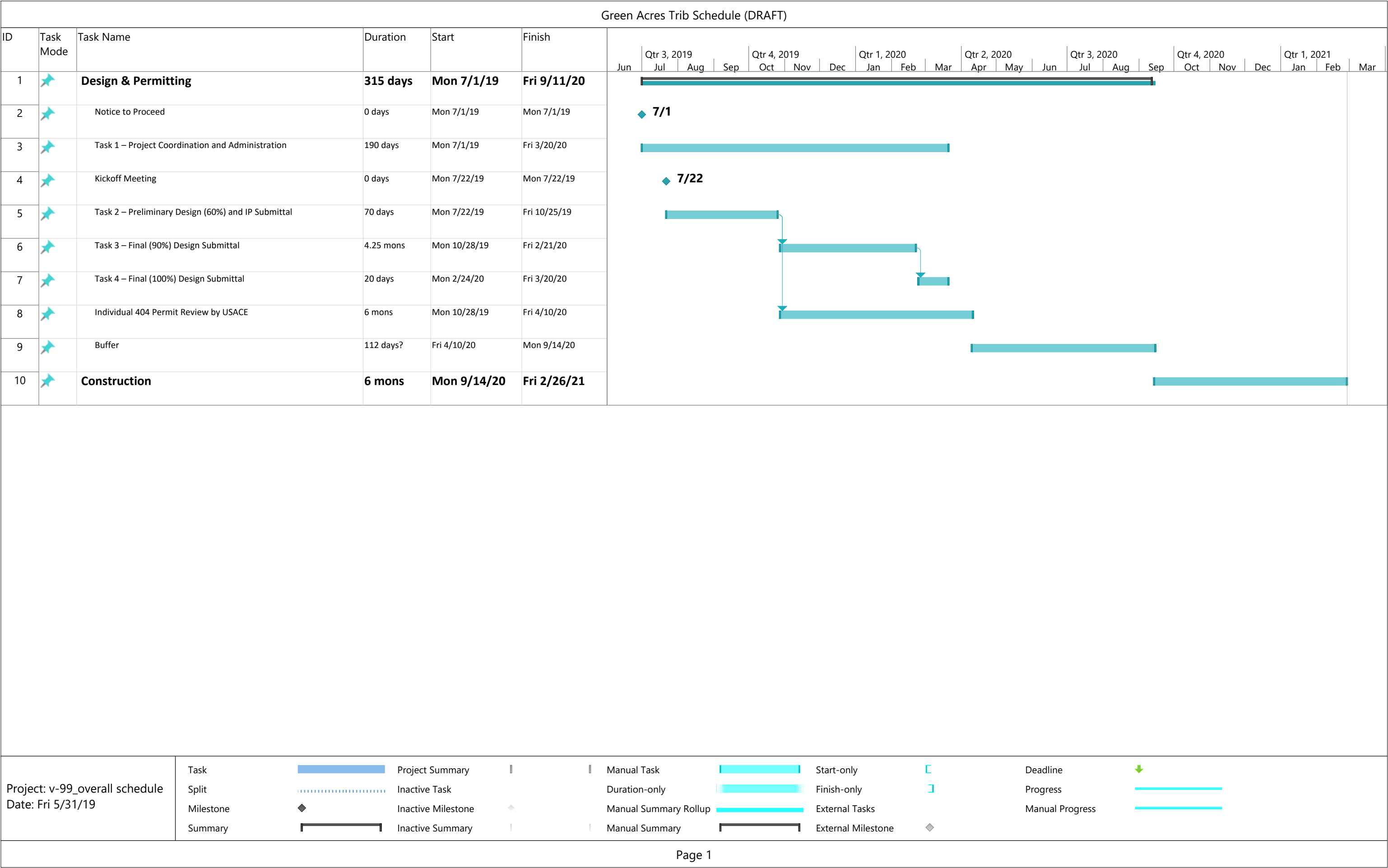


ATTACHMENT A

UDFCD - Green Acres Tributary
RESPEC - Final Design Phase
Fee Estimate - Channel Improvements Design
5/21/2019

Task No	Task Description	DE	LR	WF	AT	Total Hours	Total Cost
		SM	PM	ENG	SS		
		\$ 180	\$ 145	\$ 125	\$ 115		
1	Project Coordination						
1.1	Project Meetings						
	Design Review Meetings (3)	10	15	18		43	\$ 6,225
	Progress Meetings (6)	10	18	28		56	\$ 7,910
	Internal Team Meetings	20	28	14		62	\$ 9,410
1.2	Project Management and Coordination	28	126	0		154	\$ 23,310
Task 1 - Subtotal Hours		68	187	60	0	315	
Task 1 - Subtotal Cost		\$ 12,240	\$ 27,115	\$ 7,500	\$ -		\$ 46,855
2	Preliminary (60%) Design						
2.1	Preliminary (60%) Engineering & Hydraulics	18	45	110	24	197	\$ 26,275
2.2	60% Preliminary Design Plans	14	36	70	104	224	\$ 28,450
2.3	Quantities and Cost Estimate	5	20	36	23	84	\$ 10,945
2.4	Individual Permit (IP) Coordination and Plan Refinement	5	20	40	20	85	\$ 11,100
Task 2 - Subtotal Hours		42	121	256	171	590	
Task 2 - Subtotal Cost		\$ 7,560	\$ 17,545	\$ 32,000	\$ 19,665		\$ 76,770
3	Final (90%) Design						
3.1	Final (90%) Engineering & Hydraulics	12	42	95	12	161	\$ 21,505
3.2	90% Design Plans & Specifications	10	32	60	85	187	\$ 23,715
3.3	Quantities and Cost Estimate	3	10	24	12	49	\$ 6,370
3.4	Basis of Design Report	5	10	36	12	63	\$ 8,230
Task 3 - Subtotal Hours		30	94	215	121	460	
Task 3 - Subtotal Cost		\$ 5,400	\$ 13,630	\$ 26,875	\$ 13,915		\$ 59,820
4	Final (100%) Design						
4.1	Final (100%) Engineering & Hydraulics	5	24	42	5	76	\$ 10,205
4.2	Final (100%) Design Plans & Specifications	5	14	30	36	85	\$ 10,820
4.3	Quantities and Cost Estimate	3	5	6	6	20	\$ 2,705
4.4	Basis of Design Report	3	5	18	5	31	\$ 4,090
Task 4 - Subtotal Hours		16	48	96	52	212	
Task 4 - Subtotal Cost		\$ 2,880	\$ 6,960	\$ 12,000	\$ 5,980		\$ 27,820
5	Scope for Construction Phase						
5.1	Develop Construction Phase Scope/Fee	5	8			13	\$ 2,060
Task 5 - Subtotal Hours		5	8			13	
Task 5 - Subtotal Cost		\$ 900	\$ 1,160	\$ -	\$ -		\$ 2,060
Subtotal RESPEC Hours		161	458	627	344	1590	
Subtotal RESPEC Costs		\$ 28,980	\$ 66,410	\$ 78,375	\$ 39,560		\$ 213,325
Subconsultant Tasks and Firms							
Environmental Permitting (ERO)							\$ 30,900
Cultural Resource Survey and Report Optional Tasks (ERO)							\$ 22,900
Geomorphology (ERC)							\$ 46,608
Geotechnical (AG Wassenaar)							\$ 3,300
Structural (SDG)							\$ 72,073
Survey (Manhard)							\$ 9,300
Subsurface Utility Engineering (USMI)							\$ 11,909
Subtotal Subconsultant Costs							\$ 196,990
Direct Costs (mileage, field equipment, printing)							\$ 500
Subtotal							\$ 410,815
Contingency						10%	\$ 41,082
Total							\$ 451,897

DE = Dorothy Eisenbraun; LR = Lee Rosen; WF=Wyatt Foley; AT = Amy Teigen
SM = Sr. Manager; PM = Project Manager; ENG = Project Engineer; SS = Support Staff



ERO Resources Corporation Proposed Scope of Work Green Acres Tributary Stream Improvements Douglas County, Colorado

May 19, 2019

Background

RESPEC, Inc. (Client), in partnership with Urban Drainage and Flood Control District (District), has requested that ERO Resources Corporation (ERO) prepare a scope of work and fee estimate to perform environmental services for a stream improvement project along a section of Green Acres Tributary at Compark Village in Douglas County, Colorado (project area).

Unavoidable impacts to jurisdictional waters of the U.S., including adjacent wetlands, will result from the project. Impacts to waters of the U.S. are regulated under the Clean Water Act (CWA), which is administered by the U.S. Army Corps of Engineers (Corps). As part of obtaining Section 404 CWA permit authorization from the Corps, the project must comply with the Endangered Species Act (ESA) and the National Historic Preservation Act (NHPA). Based on conversations would require a Section 404 CWA Individual Permit (IP). The following tasks will be completed during the full design phase.

Task 1. Cultural Resource Services

As part of obtaining Section 404 permit authorization from the Corps and evaluating effects on cultural resource, the project must comply with Section 106 of the NHPA. ERO completed a file search of the project area in September, 2018 through the Office of Archaeology and Historic Preservation (OAHP) online COMPASS database. The file search demonstrates that one previously documented potential historic property (5DA560) is located within the project area.

Because the Corps and State Historic Preservation Office (SHPO) continue to develop their approach to Section 106 and their definition of what constitutes “a reasonable and good faith effort” to identify historic properties, this SOW includes costs to conduct a survey and exploratory testing for the area of potential effect (APE). Based on previous experience with UDFCD projects, it is likely that exploratory testing will be required; however, in this SOW the exploratory testing tasks (Tasks 1.2 and 1.3) are optional and would be initiated only when requested by the Corps and/or SHPO.

Task 1.1 Cultural Resource Survey

ERO will conduct a cultural resource survey of the APE. The APE includes 41 acres defined by the limits of construction defined on Figure 1. The purpose of the cultural resource survey is to determine if any additional historic properties listed in or eligible for listing in the NRHP would

be impacted by the proposed undertaking. This task will involve three archaeologists conducting a pedestrian survey by walking systematic transects within the APE to identify and document cultural resources. ERO survey personnel will conform to the Secretary of the Interior's Professional Qualification Standards. All cultural resources encountered will be documented on relevant OAHP site forms, mapped, photographed, and recorded using a submeter GeoExplorer global positioning system (GPS) unit. Cultural resources will be assessed for their eligibility to be listed in the NRHP per 36 Code of Federal Regulations 60.4 of the NHPA, 1966, as amended.

Optional Cultural Resource Tasks

If required by the Corps and/or SHPO, ERO will conduct an exploratory testing program for areas of anticipated ground disturbance containing undisturbed alluvial sediments to evaluate whether buried archaeological deposits exist. Exploratory testing is anticipated because Quaternary-aged sediments are located along Green Acres Tributary that bisect the project area, which have the potential to contain buried cultural deposits. Based on aerial photographs, ground disturbance has occurred in the project area affecting an unknown portion of the Quaternary-aged sediments along Green Acres Tributary; the level of effort for exploratory testing will be determined by survey results including documenting areas of disturbance to determine where exploratory testing should occur, if required. This process will reduce the anticipated cost for exploratory testing (Task 1.2).

Task 1.2 Exploratory Testing

ERO will excavate systematic shovel tests in areas proposed for ground disturbance following guidance provided by the SHPO. Areas of previous disturbance along Green Acres Tributary would not require exploratory testing. A reasonable and good faith identification effort entails the excavation of enough shovel tests to assess whether buried cultural deposits are present along undisturbed portions of the project area and in areas conducive to containing buried archaeological deposits. Shovel tests usually measure 40 centimeters (cm) wide, are spaced 20 to 30 meters (m) apart, and will be excavated in areas of proposed ground disturbance along Green Acres Tributary that contain Holocene-age sediments. A crew of four ERO archaeologists can typically excavate about 14 shovel tests in a day.

Task 1.3 Buried Cultural Deposit Evaluation

ERO will excavate additional shovel tests or a 1-m by 1-m excavation unit if buried cultural deposits are identified and require further evaluation of stratigraphic context. This task provides additional context by which to evaluate findings located during Task 1.2. A maximum of 20 additional shovel tests may be necessary to define the subsurface distribution of buried cultural deposits near the shovel test(s) that exposed buried cultural material. If the exposed cultural deposits represent possible in situ stratified cultural deposits, a test unit measuring 1 m square will be excavated to further evaluate the stratigraphy and significance of the identified buried cultural deposits. ERO

anticipates a maximum of one test unit. If significant cultural deposits are identified that may require data recovery excavation, ERO will contact the Client immediately to discuss the next steps.

Task 1.4 Cultural Resource Inventory Report

ERO will prepare a cultural resource inventory report that conforms to OAHP (state), Secretary of the Interior Standards for Documentation, and federal agency-specific requirements. The report will include figures depicting the project area and tables listing documented cultural resources and their NRHP eligibility and provide project effects determinations and management recommendations. A separate appendix will include completed OAHP site forms and cultural resource site location maps (information exempted from the Freedom of Information Act and prohibited from disclosure to the public).

ERO will use the following sections in the report to meet federal and state standards:

- **Abstract:** Summary of undertaking, cultural resources identified, and their eligibility for listing in the NRHP
- **Introduction:** Description of the project undertaking and location
- **Environmental Overview:** Description of the project area in relation to the natural environment
- **Cultural Context:** Summary of the Prehistoric and Historic context of the area
- **File Search Results:** Summary of previous cultural resource inventories and documented historic properties within the APE, including evaluation of NRHP status (Task 2)
- **Methods:** Details of the field and laboratory methods used
- **Results of Survey and Testing:** Description of shovel test results and eligibility recommendation of cultural resource sites documented during inventory
- **Project Recommendations:** Actions recommended to avoid, minimize, or mitigate significant cultural properties within the APE
- **References Cited**
- **Appendices:** Information exempt from public disclosure

Assumptions

- ERO assumes right-of-entry will be secured prior to fieldwork.
- Ground conditions must be 80 percent free of snow, and any pedestrian survey areas and access roads must be dry to initiate the survey. These stipulations are required by the SHPO and federal agencies.
- In anticipation of the Corps definition of the APE to include the limits of construction, ERO assumes the APE will be defined as a 41-acre area. Should the Corps or Colorado SHPO, require additional survey or testing not already defined in this SOW, ERO will submit a new SOW and cost estimate to complete the additional survey/testing.
- Optional Tasks 1.2 and 1.2: ERO's cost reflects the excavation of a maximum of 48 shovel tests and 1 excavation unit and that subsurface cultural deposits will be identified. ERO anticipates that during implementation of the survey, identified

disturbance areas will limit the maximum number of shovel tests, and if the survey results indicate that less work is required to evaluate the vertical APE, the approach will be reduced accordingly to reflect those findings. If additional shovel tests or test units are necessary to evaluate the vertical APE, ERO will contact the Client immediately after the survey is completed to negotiate a new cost estimate.

- A preliminary review of the general project area demonstrates that prehistoric and historic cultural resources are common in the region. Therefore, this SOW includes the cost of documenting and evaluating one previously recorded site and up to 2 undocumented sites. Should the survey result in the identification of additional resources, ERO will contact the Client immediately after the survey is completed to negotiate a new cost estimate.
- ERO assumes that if any artifacts are recovered during testing, they will be analyzed in the field and returned to their respective shovel test location, and ERO will not be responsible for curation of such artifacts or any associated fees.
- ERO assumes the Corps would conduct SHPO consultation; if requested, ERO will assist in this capacity under a modified task order.
- ERO assumes one round of edits for the draft report and one round of edits for the final report.
- If the project results in a determination of adverse effects and requires resolution, ERO will provide these services under a separate scope of work.

Task 2. Prepare Individual Permit Application

Under this task, ERO will prepare an IP application as required by the Corps. The application will include: a discussion of the purpose and need for the project, a summary of the wetland delineation, and threatened and endangered species assessment conducted for the project; cultural resources survey report; an alternatives analysis; information on grading, structures, and best management practices (BMPs) provided by the Client and a compensatory wetland mitigation plan.

ERO will coordinate with the Client on what information ERO requires for the application. Typical information includes plan and profile views, cross sections, basic sediment and erosion control plan, figures showing and quantifying impacts to jurisdictional areas, quantities of fill material below the ordinary high water mark, details, and background information on other approval requirements (e.g., those of the Federal Emergency Management Agency), and a discussion of the purpose of, and need for, the project.

Based on the Corps and EPAs' final Compensatory Mitigation (73 Fed. Reg. 19670 (April 10, 2008)), more emphasis is being placed on offsetting environmental losses resulting from unavoidable impacts to waters of the U.S. authorized by Corps permits, including minimize temporary impacts to and permanent loss of woody vegetation within project area. This task includes coordinating with the Client to develop a wetland mitigation and overall revegetation plan, including tree and shrub mitigation recommendations for the project area. ERO will

provide recommendations on plant material and develop native seed mixes for areas disturbed by the project. ERO will also assist the Client with reviewing product submittals such as seed mixes and soil amendment analyses based on preliminary soil testing.

ERO assumes that the Client and/or Engineer will be responsible for the AutoCAD drawings and will prepare construction documents and specifications, prepare the construction impact figures, and calculate impacts to wetlands and waters on the project area.

This task includes one revision to finalize the IP, including reviewing all documents and figures for technical and editorial accuracy.

Products

- Seed mixes, plant lists, and revegetation notes delivered to the Client via email.
- Draft IP submittal documents delivered to the Client via email.
- Final IP submittal documents, includes one hard copy mailed the Corps and one hard copy mailed to the CDPHE – Water Quality Control Division, and a PDF document emailed to the Client.

Assumptions

- The Client will provide ERO with electronic and PDF project plan sets and prepare the wetland impact maps.
- No threatened or endangered species habitat occurs in the project area and consultation with the Service on depletions will not be required for the project.
- Consultation regarding depletions to the South Platte River will not be required by the Corps and FWS.
- This SOW includes with one round of project impact calculations based on the project plan set and AutoCAD drawings provided by the Client. Should design plan changes occur after project impact calculations have been completed, revisions would be considered an additional service and ERO will provide a new cost estimate to complete these services.
- One revision to the IP submittal document.

Task 3. Comment Resolution and IP Review

With collaboration from the Client, ERO will compile and respond to comments provided by regulatory agencies and the public. This task also includes a review of the draft IP document provided by the Corps. ERO will review the accuracy of the permit's project description and figures. ERO will also review the proposed special conditions of the permit to determine if any unexpected or unreasonable conditions are proposed by the Corps. ERO will also review the final construction drawings and specifications and will provide input for compliance with the special conditions of the IP and CWA 401 water quality certification. ERO will provide the Client with a memorandum summarizing any concerns with the proposed permit conditions and comments on the final construction drawings and specifications.

Products

- One response to comments delivered to the Client and Corps via email.
- Permit review memorandum delivered to the Client via email.
- Comments on final construction drawings and specifications delivered to the Client via email.

Assumptions

- During the permit process, the Corps or other entity will not require major changes to the project that will require redesign of the project.

Task 4. Project Management, Coordination, and Meetings

ERO will coordinate with the Client during the 100% design phase. This includes meeting with the Client and UDFCD to discuss the IP application and proposed design. ERO assumes that up to three meetings with the Client to discuss project plans and permitting requirements will be required. This task also includes participating in up to three internal coordination conference calls, emails, and other coordination needed during the project.

Products

- Participate in three internal coordination conference calls
- Attend three meetings with the Client and design team.

Task 2. Stream and Wetland Functional Assessment

The Corps is currently implementing a stream functional assessment method that will be required for all IP applications and some Nationwide permit applications. It is likely the Corps will require this analysis for this project. ERO will lead and assist the project team with an analysis of stream functions using the Stream Quantification Tool (SQT). ERO will complete the riparian vegetation forms for the existing conditions SQT analysis, with other project team members completing the hydrology, hydraulics, and geomorphology forms. ERO will summarize the results of the SQT analysis in the IP application (Task 2).

ERO will also conduct a functional assessment of any wetlands found within the project area using the Functional Assessment of Colorado Wetlands Method (FACWet). FACWet data sheets will be completed using the standard practices outlined in the FACWet manual. FACWet results will be incorporated into the IP application (Task 2).

Products

- Draft and final SQT worksheets and forms
- FACWet analysis
- Summary of analysis included in the IP application (Task 2)

Assumptions

- The project team will complete the geomorphological forms required for the SQT analysis.
- This cost is based on the Wyoming SQT manual. If there are significant differences between the Wyoming and Colorado SQT (just recently released), a new scope of work will be prepared.
- This is assuming there will be at most two separate reaches analyzed. If additional reaches are necessary, a new scope of work will be prepared.

Estimated Costs

Tasks 1 through 5 will be completed on a times a time-and-materials basis for a cost not to exceed \$53,800.00 (see below for breakout), including expenses billed at cost plus 6%. If Optional Tasks 1.2 and 1.3 are not included, Tasks 1 through 4 w will be completed on a times a time-and-materials basis for a cost not to exceed \$30,900.00

Tasks 1.1 and 1.4. Cultural Resource Survey and Report	\$11,800.00
Optional Tasks:	
Task 1.2. Exploratory Testing (if necessary)	\$11,900.00
Task 1.3. Buried Cultural Deposit Evaluation (if necessary)	\$3,300.00
Tasks 1.2 and 1.3. Reporting	\$1,700.00
Task 2. Prepare Individual Permit Application	\$6,500.00
Task 3. Comment Resolution and IP Review	\$2,500.00
Task 4. Project Management, Coordination, and Meetings	\$3,500.00
Task 5. Stream and Wetland Functional Assessments	\$4,500.00
Total (including optional Tasks 1.2 and 1.3)	\$53,800.00
Total (not including optional Tasks 1.2 and 1.3)	\$30,900.00



Ecological Resource Consultants, Inc.

35715 US Hwy. 40, Suite D204 ~ Evergreen, CO ~ 80439 ~ (303) 679-4820

September 20, 2018

Dorothy Eisenbraun
Sr. Project Manager
RESPEC
720 S. Colorado Blvd., Suite 410S
Denver, CO 80246

**RE: ERC Work Scope for Green Acres Channel – Final Design
Parker, Colorado**

Dear Dorothy,

Ecological Resource Consultants, Inc. (ERC) is pleased to provide this work scope for providing input into the final design for the Green Acres Tributary in Parker, CO. ERC's work would supplement the overall drainage and site development planning being completed by RESPEC.

ERC's work under this proposal would include work to progress the selected channel alternative from the 20% conceptual level to a final design. As part of our work ERC would be assisting with development of stream alignment, profiles, cross sections, grade control features, channel vegetation and related details. The intent is to ensure the design is compatible with Urban Drainage and Flood Control District's (UDFCD) low maintenance channel design. ERC's work will contribute to the overall plan being prepared by RESPEC. Ultimately the design will be taken to the final design level as part of this work scope with the intent that ERC will provide input and support while Respec will produce the final design package.

Scope of Work

Task 1 – Technical Evaluation

ERC will complete a technical evaluation of the geomorphologic parameters that will inform the final design. The evaluation will include hydraulic and sediment supply/transport analyses. To support our evaluation it is assumed that we will be provided with the following data:

- Existing and developed site topo
- Drainage plans
- Geotechnical report for the site including soil types and groundwater levels in the channel alignment
- Existing conditions flows for the following rainfall/recurrence interval events
 - o 0.1" rainfall
 - o 0.25" rainfall
 - o 0.5" rainfall
 - o 0.75" rainfall
 - o 1.0" rainfall



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- o 1.25" rainfall
 - o 1.5" rainfall
 - o 2" rainfall
 - o Q2
 - o Q5
 - o Q10
 - o Q25
 - o Q50
 - o Q100
- Future conditions flows for the same precipitation/recurrence interval events as required for existing conditions

Work Product – ERC's analysis in support of the design will be compiled and incorporated into the basis of design report (Task 4), as appropriate.

Task 2 – 60% Design Plans

ERC will develop information for the 60% design submittal. It is intended that this submittal will include sufficient detail for Army Corps permitting. ERC's ecologists will work in concert with the channel design to develop a planting plan that is consistent with the natural channel design process. Hydrologic regimes of the channel for both existing and future conditions will be evaluated. Based on flow patterns we will develop zonation of native plantings that work with hydrologic zones and provide natural armoring for overbank flows.

Specific items to be included in ERC's design include:

- Channel alignment
- Channel profile
- Stream cross sections (variable cross sections expected for different locations along the channel)
- Overbank terrace cross sections
- Details for grade control such as step pools or riffle pools
- Details for in channel bank stabilization
- Recommendations for riparian vegetation

Work will be done in coordination with Respec and other design team members to ensure that ERC's channel design accounts for site constraints, road crossings or other land use requirements

Work Product – ERC will generate stream and channel vegetation information that we will provide to Respec for incorporation into the overall design package. Drawings will be taken to 60% design level.



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Task 3 – Final Design Plans

Based on feedback and additional evaluation, the 60% design plan will be refined to create the final design plans. As part of the final plans ERC will develop notes and specifications required for construction.

As part of the final design task ERC will evaluate temporary stabilization measures that are recommended during plant establishment periods and aid in other BMP design as appropriate.

Work Product – ERC will refine drawings and generate applicable construction specifications for inclusion into the overall final design package by Respec.

Task 4 – Basis of Design Report

ERC will generate a basis of design report. The report will present information on technical analyses that informed the design.

Work Product – ERC will provide a draft report for review and comments. Comments received will be addressed in a final report.

Task 5 – Coordination, Meetings and Project Management

Throughout the course of the project ERC will coordinate with RESPEC, other project team members and UDFCD to ensure the design fits within the overall constraints of the site development and is compatible with UDFCD expectations. We anticipate that these project meetings will generally occur via phone. We have assumed a total of six (6) in person project meeting throughout the duration of the work and 10 project team teleconferences throughout the duration of the work. As part of this task, ERC will also generate monthly invoices and project summaries as appropriate throughout the project.

Work Product – Monthly invoices and project summaries.

Task 6 – SQT Assistance

ERC will assist the project team with the SQT in support of project permitting. For this effort ERC will lead the hydrology, hydraulics and geomorphology components of the assessment. It is assumed that other team members will lead the overall SQT preparation and submittal. Specific components of ERC's work will include:

- Reach Runoff – ERC will work with RESPEC to define existing and future land use coefficients, impervious cover and concentrated flow points. As part of this task ERC will complete the Project Reach Form Section II(b).
- Floodplain Connectivity – ERC will quantify bank height ratio and entrenchment ratio of existing conditions and complete the Rapid Survey Form. For proposed conditions ERC will work with



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RESPEC to define bank height ratio and entrenchment ratio based on design plans and hydraulic modeling of proposed cross sections.

- Lateral Migration – ERC will quantify existing lateral migration potential either based on the BEHI/NBS and streambank erosion indices or Greenline Stability rating. The final selection of metrics will be based on field observations. For existing conditions ERC will work with RESPEC to define the same parameter based on design geometry. The optional Percent Armoring will also be used as part of this parameter quantification. The lateral migration form and Project Reach Form Section II(c) will be completed as part of this assessment
- Bed Form Diversity – Pool spacing, pool depth ratio and percent riffles will be defined for existing conditions based on observed field conditions and estimated from current design plans. The Rapid Survey Form will be utilized for data collection.

In addition to field work and quantifying results, ERC will coordinate with the team as required to help with the overall SQT submittal.

Work Product – Relevant field forms and summaries.

Cost Estimate

ERC has prepared a table showing the estimated time and costs associated with the five work tasks above. Note that ERC has used 2019 billing rates for this work given the anticipated timing for completion. Based on our best estimates given our current understanding, we believe that this final design work will cost \$46,608.

A detailed breakout of estimated hours and costs by task is provided in **Table 1**.

If you should require any further information at this time or have any questions regarding this proposal, please do not hesitate to contact me.

Sincerely,

Ecological Resource Consultants, Inc.

Troy Thompson, President



Ecological Resource Consultants, Inc.

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	Professional Services					Direct Expenses				Total Project Costs
Personnel	TT	RH	KM	Total Hours	Labor Cost	Miscell	Repro	Travel, Lodging, Per Diem	Total Direct	
Rate (\$/hr)	\$172	\$129	\$98							
Task	Sr. PM	Proj. Eng	Ecol							
Technical Evaluation	24	40	16	80	\$ 10,856	\$ 50	\$ -	\$ -	\$ 50	\$ 10,906
Flow, Sediment and Veg Assessment	24	40	16	80	\$ 10,856	\$ 50	\$ -	\$ -	\$ 50	\$ 10,906
60% Design	12	32	8	52	\$ 6,976	\$ 50	\$ -	\$ 100	\$ 150	\$ 7,126
Complete Design Assistance	12	32	8	52	\$ 6,976	\$ 50	\$ -	\$ 100	\$ 150	\$ 7,126
Final Design	8	24	6	38	\$ 5,060	\$ -	\$ -	\$ -	\$ -	\$ 5,060
Complete Design Assistance	8	24	6	38	\$ 5,060	\$ -	\$ -	\$ -	\$ -	\$ 5,060
Basis of Design Report	6	12	4	22	\$ 2,972	\$ -	\$ 50	\$ -	\$ 50	\$ 3,022
Report Preparation	6	12	4	22	\$ 2,972	\$ -	\$ 50	\$ -	\$ 50	\$ 3,022
Coordination, Meetings and Mgnt	60	16	8	84	\$ 13,168	\$ -	\$ 50	\$ 300	\$ 350	\$ 13,518
General Management and Mtgs	60	16	8	84	\$ 13,168	\$ -	\$ 50	\$ 300	\$ 350	\$ 13,518
SQT Assistance	8	32	14	54	\$ 6,876	\$ -	\$ -	\$ 100	\$ 100	\$ 6,976
Preparation, Field Work and Summaries	8	32	14	54	\$ 6,876	\$ -	\$ -	\$ 100	\$ 100	\$ 6,976
Totals	118	156	56	330	\$ 45,908	\$ 100	\$ 100	\$ 500	\$ 700	\$ 46,608

Lee D. Rosen

From: Dorothy Eisenbraun
Sent: Thursday, January 31, 2019 4:09 PM
To: Lee D. Rosen
Subject: FW: Green Acres Tributary - additional geotech

Importance: High

DOROTHY EISENBRAUN, PE

720.775.6411 office // 303.807.6024 cell

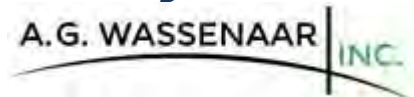
From: Keith Seaton <seatonk@agwco.com>
Sent: Thursday, January 31, 2019 1:45 PM
To: Dorothy Eisenbraun <dorothy.eisenbraun@respec.com>
Subject: RE: Green Acres Tributary - additional geotech
Importance: High

Dorothy,

The fee for drilling an additional test boring on the Green Acres tributary with laboratory testing and a letter presenting the new data would be \$1,200.00. If engineering recommendations are required, that will go to about \$2,100.00.

Sorry for the delay, I got "volunteered" to cover some other things.

Keith D. Seaton, P.E.
Senior Engineer



2180 South Ivanhoe Street, Suite 5
Denver, Colorado 80222
Office 303.759.8100
Fax 303.756.2920
seatonk@agwco.com

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From: Dorothy Eisenbraun <dorothy.eisenbraun@respec.com>
Sent: Thursday, January 31, 2019 1:40 PM
To: Keith Seaton <seatonk@agwco.com>
Subject: FW: Green Acres Tributary - additional geotech

Keith –

Touching base on the Green Acres Trib. additional exploration estimate. We are needing to provide our initial estimate to UDFCD/Town of Parker today. Let me know if you are not able to provide an estimate by the end of the day.

Thanks,

DOROTHY EISENBRAUN, PE

720.775.6411 office // 303.807.6024 cell

From: Dorothy Eisenbraun
Sent: Tuesday, January 29, 2019 3:02 PM
To: seatonk@agwco.com
Cc: Lee D. Rosen <lee.rosen@respec.com>
Subject: Green Acres Tributary - additional geotech

Keith –

Thank you for speaking with me regarding the Green Acres Trib. Project. I appreciate your willingness to provide a quick quote for drilling one additional drill hole, laboratory work and analysis that may be required to supplement the work completed by A. G. Wassenaar under contract to MPV Compark in March 2016. As we discussed, your quote will be included in the scope and fee RESPEC is developing for final design of the Green Acres Tributary. Our contract will be through UDFCD. The additional boring, if needed, would be in the area highlighted on the attached graphic.

Please call if you have any questions.

Thanks again -

DOROTHY EISENBRAUN, PE

Senior Project Manager

RESPEC

720 S. Colorado Blvd., Suite 410S

Denver, CO 80246

720.775.6411 office // 303.807.6024 cell

respec.com

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January 30, 2019

Dorothy Eisenbraun, PE
RESPEC
720 S Colorado Blvd, Suite 410S
Denver, CO 80246

Re: Proposal for Structural Engineering Final Design Services
Double-Cell 12 Ft. by 4 Ft. Box Culvert and Wingwalls
Green Acres Tributary Channel Improvements, Town of Parker, Colorado
SDG Reference No. P19-05

Dear Dorothy:

Thank you for the opportunity to work with RESPEC on the Green Acres Tributary Channel Improvements. We received your initial description of the structural engineering services needed, the conceptual proposed channel layout, upstream channel sections, Geotechnical Study by A.G. Wassenaar, Inc., draft scope of services description and Alternative #4 Box Culvert Site Plan on January 28, 2019. This proposal letter presents our understanding of the structural engineering services needed and our estimated fees.

We understand that the structure consists of a double-cell 12 ft. wide by 4 ft. high box culvert with perpendicular headwall and four diagonal wingwalls extending from the 4 corners of the box culvert at approximately 45 degrees. The box culvert double-barrel is planned to be 65 ft. long extending along the Green Acres Tributary. Each of the four wingwalls have been assumed to be approximately 45 ft. long with a maximum height of 10 ft. A steel safety railing will need to be provided for the top of the headwalls and wingwalls and we have assumed this railing will be a simple vertical picket railing with gaps between the pickets of slightly less than 4 inches.

SDG will assist with investigating the availability of precast concrete box culvert sections of this size and assist with a comparison of precast and cast-in-place alternatives on a preliminary basis prior to final design. For the purposes of the estimated final design services to be provided, we are assuming that a cast-in-place box culvert will be selected. We will provide the structural designs of the box culvert, headwalls and wingwalls and provide the related structural plans and details. We are assuming that no special concrete finishes will be required besides simple smooth surfaces. We will also provide the design and detailing for the above-described steel pedestrian railing (designed for pedestrian loads only). We anticipate that 8 structural drawings will be prepared for these items.

SDG will also prepare the structural Cast-in-Place Concrete, Formwork, Reinforcing Steel and Structural Steel sections of the technical Specification for this project. For the purposes of this proposal, we have assumed that we will be able to use our familiar base structural Specifications sections in CSI format for these Specifications.

We have allowed time for participation in a Design Team Kick-off Meeting, two (2) Design Team and/or Progress Meetings and three (3) Design Review Meetings with the project stakeholders. We are also planning on submittals at the 60% and 90% level designs for review and for a final 100% submittal for bidding.

We propose to provide the above services on an hourly basis plus expenses. We anticipate that these services will result in hourly charges of approximately \$72,073 based on the attached spreadsheet with scope descriptions and estimates of man-hours and fees. Our charges will not exceed this amount without prior authorization from RESPEC.

We understand that there will be another future drainage structure downstream of the box culvert described above that will carry the Green Acres Tributary channel flows under the proposed future Belford Avenue, but that this structure will be designed and constructed by others at some future date. We also understand that there will likely be other retaining walls needed along the sides of other portions of the channel, but that these structures will be designed and constructed by others at some future date. There will likely be some coordination between RESPEC, the Town of Parker, Urban Drainage and Flood Control District (UDFCD), and the developer during the design of the above described channel improvements and box culvert structure in order to determine if there are any effects of the adjacent development on the design of the box culvert and wingwalls. We have not included any SDG time for the design of additional structures or significant coordination efforts with other parties. However, we are available to assist with the design and/or detailing of other structures if needed. These services would involve additional hourly charges.

We understand that RESPEC will be providing the site civil and hydraulic designs and drawings, including the design and layout of the channel improvements, sizing of the detention pond, the design of drop structures, etc. We have not included any time for assisting with the drop structures, but we are available to assist with these if necessary. These services would involve additional hourly charges.

We have performed a cursory review of the Geotechnical Study report dated March 18, 2016, which was prepared by A.G. Wassenaar, Inc., and it appears that we will need to have additional boring(s) and supplemental geotechnical design parameters provided in order for us to provide the design for the box culvert and wingwalls. We have included time in our estimate to help facilitate obtaining these additional geotechnical services. However, we have assumed that A.G. Wassenaar will be retained by RESPEC or others, so we have not included any time for their services in our estimate. We are also assuming that the box culvert base slab can be designed as a mat foundation and the wingwalls will have spread footing foundations. Design of other foundations systems, such as drilled piers, are not included.

The above services do not include structural engineering services during the Bidding and Construction Phase. The types of services normally provided by SDG during the Bidding and Construction Phase are: participation in the Pre-Bid and Pre-Construction Meetings; review and response to bidders' questions, review of structural shop drawings and other submittals; field observations of reinforcing steel and slab concrete placements during key times of construction; participation in Pre-Placement Planning Meetings if necessary; consultations by telephone during construction for structural clarifications; review of concrete test records; and assistance with the preparation of As-Recorded Drawings for UDFCD and the Town's records.

We are available to assist with the above types of services during the Bidding and Construction Phase of the structures for this project on an hourly basis and we certainly recommend that these services be provided to maintain continuity during the construction of the project. The types of services and the level of services to be provided by SDG during this Bidding and Construction Phase are very dependent on the agreed upon level of services desired by the Town, UDFCD and RESPEC for this project, and the quality of the construction work as it progresses. The actual services to be required will be very dependent on these items and will end up either less or more than any estimated projections. Once the final design is completed and consultations can take place on the level of services desired by the Town, UDFCD and RESPEC, a projection of the anticipated services can be prepared. This estimate will be based on our previous experience with other projects and clients on structures of this size, our interpretation

SDG Incorporated
January 30, 2019
Page 3 of 3

(assumptions) of the level of services then desired by the Town, UDFCD and RESPEC for this project, and the anticipated (estimated) level of effort to be necessitated by the quality of the contractor's submittals and construction work on this project. The estimated level of services will need to be jointly prepared and reviewed to determine if it is consistent with the needs and desires of this project.

Please review this proposal to determine if the proposed structural engineering final design services are consistent with the needs of RESPEC, UDFCD and the Town on this project. If these services are acceptable, we can prepare our Authorization for Professional Services for your review.

Let us know if you have any questions or clarifications. We want to make sure that we are providing the scope of services that you desire. We look forward to continuing to work with you by providing the structural engineering services on this project.

Respectfully submitted,

SDG Incorporated

Eugene M. Schaefer, PE, PMP
Associate Principal

Enclosure – SDG Fee Proposal with Scope Details and Assumptions

Town of Parker
Green Acres Tributary Channel Improvements
Preliminary and Final Design Phase Services
UDFCD/RESPEC
SDG INCORPORATED (SDG Proposal No. P19-05)

January 30, 2019

MAN-HOUR AND FEE ESTIMATE									
Task and Scope Description	Man-Hours						Cost		
	Ass. Princ.	Proj. Engr.	Ds. Engr. II	Sr. CAD Dr.	Adm. Asst.	Total	Labor	Expense	Total
Hourly Billing Rate	\$192.00	\$156.00	\$136.00	\$111.00	\$76.00				
TASK 1 - PROJECT COORDINATION									
Project Meetings									
Design Team Kick-off Meeting (1)	3					3	\$576.00	\$8.00	\$584.00
Design Team Meetings and/or Progress Meetings (2)	6					6	\$1,152.00	\$22.00	\$1,174.00
Design Review Meetings (3)	12					12	\$2,304.00	\$33.00	\$2,337.00
Initial Coordination and Design Criteria Establishment									
Initial Consultations with RESPEC	3					3	\$576.00		\$576.00
Review RESPEC channel and culvert layout drawings	2	2				4	\$696.00		\$696.00
Input regarding needs for additional geotechnical	2					2	\$384.00		\$384.00
Review supplemental geotechnical report	2	2				4	\$696.00		\$696.00
Clarifications with geotechnical engineer	2					2	\$384.00		\$384.00
Establish initial culvert structure design parameters	6	4				10	\$1,776.00		\$1,776.00
Project Data and File Management	6	4				10	\$1,776.00		\$1,776.00
Ongoing Consultations/Coordination with RESPEC	9					9	\$1,728.00		\$1,728.00
Project Management and Supervision	12					12	\$2,304.00		\$2,304.00
Task 1 Subtotal	65	12				77	\$14,352.00	\$63.00	\$14,415.00
TASK 2 - PRELIMINARY DESIGN									
Evaluate Box Culvert Alternatives									
(Assume double-cell 12' wide X 4' high box culvert)									
Investigate availability & layout of precast structure	6					6	\$1,152.00		\$1,152.00
(Assume prel. design and material estimate by									
manuf. and labor estimate by UDFCD contractor)									
Preliminary layout and design of cast-in-place culvert									
(Assume reinforcing steel not shown)									
Preliminary design of box culvert concrete section	1	9				10	\$1,596.00		\$1,596.00
Layout preliminary box culvert plan & cross section	2	4		6		12	\$1,674.00		\$1,674.00
Projection of wingwall sizes based on single design	3	4				7	\$1,200.00		\$1,200.00
Layout typical preliminary wingwall plan & elevation	2	4		5		11	\$1,563.00		\$1,563.00
(Assume preliminary estimate by UDFCD contractor)									
Prepare Brief Summary Comparison of Alternatives	4					4	\$768.00		\$768.00
Preliminary level (60%) design and drawings									
Preliminary structural design of cast-in-place box culvert	2	14				16	\$2,568.00		\$2,568.00
Preliminary layout and detailing of cast-in-place culvert	2	9		12		23	\$3,120.00		\$3,120.00

Preliminary structural design of headwall	1	2			3	\$504.00		\$504.00
Preliminary layout and detailing of headwall	1	3		4	8	\$1,104.00		\$1,104.00
Preliminary structural design of wingwalls	2	9			11	\$1,788.00		\$1,788.00
(Assume maximum 10 ft. high & 45 ft. long wingwalls)								
Preliminary layout and detailing of wingwalls	2	14		18	34	\$4,566.00		\$4,566.00
(Including upstream and downstream elevations)								
(Assume simple/smooth exposed concrete finishes)								
Preliminary detailing of construction and control joints	1	3		4	8	\$1,104.00		\$1,104.00
Preliminary design of headwall and wingwall railings	1	5			6	\$972.00		\$972.00
(Assume pedestrian only railing loadings)								
Preliminary detailing of headwall and wingwall railings	2	6		8	16	\$2,208.00		\$2,208.00
Prepare preliminary culvert/wingwall corner details	2	4		6	12	\$1,674.00		\$1,674.00
Prepare preliminary cutoff wall detail	1	1		3	5	\$681.00		\$681.00
Print and issue Preliminary Level (60%) Drawings for review	3	3		3	9	\$1,377.00		\$1,377.00
Prepare preliminary level (60%) draft Specifications	8				8	16	\$2,144.00	\$2,144.00
(Assume use SDG Specifications in CSI format)								
Engineer's Estimate of Probable Construction Costs (Struc.)	2	8			10	\$1,632.00		\$1,632.00
Task 2 Subtotal	48	102		69	8	227	\$33,395.00	\$33,395.00
TASK 3 - FINAL (90% AND 100%) DESIGN								
Final level (90%) design and drawings								
Final structural design of cast-in-place box culvert	1	12			13	\$2,064.00		\$2,064.00
Final layout and detailing of cast-in-place culvert	2	8		10	20	\$2,742.00		\$2,742.00
Final structural design of headwall	1	1			2	\$348.00		\$348.00
Final layout and detailing of headwall	1	2		3	6	\$837.00		\$837.00
Final structural design of wingwalls	2	8			10	\$1,632.00		\$1,632.00
(Assume maximum 10 ft. high & 45 ft. long wingwalls)								
Final layout and detailing of wingwalls	1	12		16	29	\$3,840.00		\$3,840.00
(Including upstream and downstream elevations)								
(Assume simple/smooth exposed concrete finishes)								
Final detailing of construction and control joints	1	2		3	6	\$837.00		\$837.00
Final design of headwall and wingwall railings	1	4			5	\$816.00		\$816.00
(Assume pedestrian only railing loadings)								
Final detailing of headwall and wingwall railings	1	4		6	11	\$1,482.00		\$1,482.00
Final culvert/wingwall corner details	1	2		4	7	\$948.00		\$948.00
Final cutoff wall detail	1	1		2	4	\$570.00		\$570.00
Respond to comments on 60% Drawings and Specifications	4	2			6	\$1,080.00		\$1,080.00
Print and issue Final Level (90%) Drawings for Review	3	3		3	9	\$1,377.00		\$1,377.00
Prepare final level (90%) Specifications for review	8				6	14	\$1,992.00	\$1,992.00
(Assume use SDG Specifications in CSI format)								
Engineer's Estimate of Probable Construction Costs (Struc.)	1	3			4	\$660.00		\$660.00

Respond to comments on 90% Drawings and Specifications	4	2			6	\$1,080.00		\$1,080.00
Print and issue Final Level (100%) Drawings for Bidding	2	2		2	6	\$918.00		\$918.00
Prepare final level (100%) Specifications for Bidding (Assume use SDG Specifications in CSI format)	2				4	\$536.00		\$536.00
Engineer's Estimate of Probable Construction Costs (Struc.)	1	2			3	\$504.00		\$504.00
Task 3 Subtotal	38	70		49	8	165	\$24,263.00	\$24,263.00
Total	151	184		118	16	469	\$72,010.00	\$63.00
	32.20%	39.23%		25.16%	3.41%	100.00%		

Basis of Estimate - Assumptions:

Consider alternatives for rectangular precast and cast-in-place box culverts only
Assume preliminary alternatives analysis comes up with concrete thicknesses only
Assume UDFCD contractor partner assists with preliminary alternatives analysis
Size of box culvert: 2 cells at 12' wide X 4' high and 65 ft. length
Assume wingwalls are a maximum of 45 ft. long and 10 ft. high and all wingwalls similar
Assume final design utilizes cast-in-place concrete box culvert, headwalls and wingwalls
Assume box culvert parallel to channel and headwalls perpendicular to culvert
Assume no special concrete finishes (smooth concrete only)
Assume simple vertical steel picket railing for headwalls and wingwalls
Assume railings will be designed for pedestrian loadings only
Assume no SDG structural services needed for drop structures or other site retaining walls
Assume use SDG Specifications using CSI format
Assume only relatively minor comments on Drawings and Specifications
Assume that the box culvert base slab will be designed as a mat foundation
Assume that the wingwalls will have spread footing foundations

Exclusions:

Future drainage structure at Belford Avenue channel crossing
Retaining walls other than box culvert wingwalls
Architectural sketches and renderings
Special concrete finishes
Load rating analysis for structure
Engineering services during the Construction Phase
Design of deep foundations, such as drilled piers or piles

Anticipated List of Drawings

<u>Dwg. No.</u>	<u>Title</u>
S1	General Structural Notes and Abbreviations
S2	Box Culvert and Wingwalls Overall Structural Plan
S3	Upstream HW & WW Partial Plan and Elevations
S4	Downstream HW & WW Partial Plan and Elevations
S5	Box Culvert Section, Headwall and Cutoff Section
S6	Wingwall Sections and Details
S7	Miscellaneous Partial Plans, Sections and Details
S8	Railing Typical Elevation, Section and Details



Civil Engineering
Surveying
Water Resources Management
Construction Management

January 29, 2019

Mr. Lee Rosen, PE, CFM
RESPEC
720 South Colorado Boulevard, Suite 410-S
Denver, CO 80246

**RE: PROPOSAL FOR SURVEYING SERVICES
COMPARK SOUTH, FILING NO. 1 - GREEN ACRES TRIBUTARY
PARKER, COLORADO**

Dear Mr. Rosen:

We appreciate the opportunity to submit a proposal to provide surveying services to RESPEC as agent for the, Owner of the subject property. Services are in connection with the development plan for the proposed Compark South, Filing No. 1 - Green Acres Tributary improvements located in Parker, Colorado, in accordance with the attached sketch plan prepared by Client. Manhard Consulting (Manhard) offers to provide the following services:

SCOPE OF SERVICES

I. TOPOGRAPHIC SURVEY PHASE

This fee would include:

Provide as-directed topographic surveying services on a time and material basis as required for civil engineering design in accordance with the attached preliminary plan.

OFFICE SUPPORT RATE PER DAY / BUDGET \$1,290
FIELD CREW RATE PER DAY / BUDGET \$1,215

We have included "Exhibit A", which details services not included in the scope of this Proposal. If you would like to add any of the listed additional services, please notify us and we will revise this Proposal accordingly.

The terms of the attached "General Terms & Conditions" dated January 26, 2015, which Client hereby acknowledges receiving, are incorporated and made a part of this Proposal. The lump sum fees for all services to be completed that are not authorized to begin by December 31, 2019 will be increased by 5 percent per annum. If the above is acceptable, please have this Proposal executed. We will begin work as soon as we receive an executed copy of this Proposal. This Proposal will be null and void if not accepted by June 30, 2019.

Thank you again for the opportunity to submit this Proposal. Should you have any questions, please do not hesitate to contact us.

Yours truly,

MANHARD CONSULTING



James M. Roake, P.L.S.
National Director of Land Surveying



Brian J. Pfohl, P.L.S.
Survey Project Manager

The undersigned is the (a) _____ actual owner of record of the property; (b) _____ authorized agent of the owner of the property; (c) _____ contract purchaser of the Property; (d) _____ general contractor (e) _____ uncertain

If (b), (c), (d) or (e) is checked, the property owner's name and address is _____.

ACCEPTED: RESPEC

By: _____
(Authorized Representative)

(Printed Name)

TITLE: _____

DATE: _____

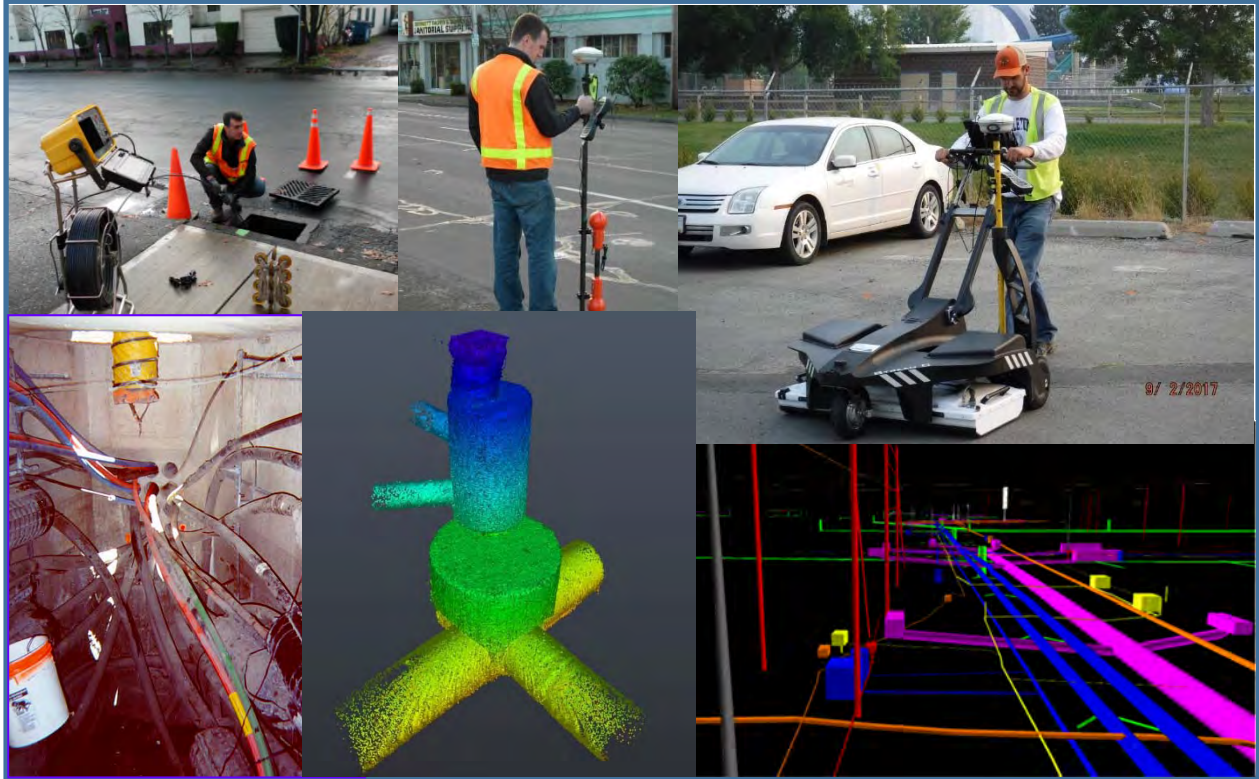
EXHIBIT A ADDITIONAL SERVICES

Additional services (including, but not limited to those listed below) shall be performed by Manhard, if requested, at an additional cost ("Additional Services"). The following services or items are not included within the scope of work outlined in this PROPOSAL to which this is attached unless specifically set forth therein. Such additional services shall be provided either for an agreed upon Lump Sum Fee or on a Time and Material Basis, subject to the rates as listed below:

SCHEDULE OF TIME AND MATERIAL RATES FOR 2019

<u>CATEGORY</u>	<u>CURRENT HOURLY RATES</u>
President	\$200.00
Executive Vice President	\$200.00
Vice President	\$190.00
Operations Manager	\$175.00
Senior Project Manager	\$160.00 - \$215.00
Director	\$155.00
Project Manager	\$140.00 - \$150.00
Project Engineer	\$115.00 - \$140.00
Senior Design Technician	\$120.00
Staff Engineer	\$95.00 - \$105.00
Design Technician	\$93.00 - \$110.00
Engineering CADD/G.I.S. Technician	\$60.00 - \$110.00
Senior Planner	\$125.00 - \$180.00
Staff Planner	\$80.00 - \$120.00
Landscape Designer/Architect	\$85.00 - \$150.00
Senior Construction Manager	\$135.00
Project Surveyor	\$125.00
Construction Manager/Coordinator	\$105.00 - \$118.00
Staff Surveyor	\$110.00
Survey/Construction Technician	\$90.00
Construction Inspector	\$70.00 - \$90.00
High Definition Scanning Technician	\$110.00
High Definition Scanner	\$80.00
UAV Technician	\$110.00
UAV	\$40.00
1-Person Crew	\$135.00
2-Person Crew	\$178.00
Administrative Assistant	\$60.00
Intern	\$50.00
Expert Testimony & Depositions	\$250.00
 <u>REIMBURSABLES</u>	
Mileage	\$0.55/mile
Printing – Paper (in-house)	\$0.15/sf
Printing – Vellum (in-house)	\$1.75/sf
Printing – Mylar, Film, (in-house)	\$2.50/sf

- A. Surveying of utilities located by a utility locator service.
- B. Verification or determination of existing underground utilities that cannot be determined from visible observation and site topography. This would include uncovering buried or submerged structures or completing a utility locate. Locations of existing door and stoops, and upper level or basement floor elevations for existing buildings.
- C. Preparation of legal descriptions and/or exhibits for additional easements or easement vacations other than those shown on the Final Plat.
- D. Preparation or negotiation for off-site easements.
- E. Consultation with the Client, the title company or the Client's attorney with regards to the resolution of gaps and/or overlaps.
- F. Research off-site right-of-way information.
- G. Overnight mail, messenger services, prints or mylars.
- H. Preparation of electronic documents/data including, but not limited to, topographic surveys, plats, base drawings, preliminary engineering plans, landscape plans, final engineering plans and specifications, for transmittal to subconsultants. This service will be provided for a fee of \$500.00.



January 31st, 2019

DETAILED WORK PLAN FOR UTILITY ENGINEERING

**SUE Phase 1: QL B Utility Designating Investigation
Phase 2 – SUE Utility Locating (Vacuum Excavations)**

Green Acres Tributary

Submitted to:



RESPEC

720 South Colorado, Suite 410-S
Denver, Colorado 80246
p. 720.775.6399

Submitted by:

Utility Mapping Services, Inc.

www.umsi.us



15065 W. 44th Ave.
Golden, CO 80403
p. 720.230.0780

TABLE OF CONTENTS

DETAILED WORK PLAN FOR UTILITY ENGINEERING	3
Executive Summary.....	3
Section 1 - Statement of Scope of Work	3
Section 2 - Project Limits.....	4
Section 3 - Project Deliverables	5
Section 4 - Project Assumptions.....	6
Section 5 - Project Coordination	7
Section 6 - Project Schedule	8
Appendix A	9
SUE and the ASCE/CI 38-02 Standard Guidelines	9
Limitations.....	11

DETAILED WORK PLAN FOR UTILITY ENGINEERING

SUE Phase 1: QL B Utility Designating Investigation

Phase 2 – SUE Utility Locating (Vacuum Excavations)

Green Acres Tributary

Executive Summary

Utility Mapping Services (UMS) scope of work is to perform utility engineering (UE, a.k.a. subsurface utility engineering or SUE) services as a sub-consultant for RESPEC (a.k.a. “Client”) which is the prime consultant under contract with the Town of Parker (a.k.a. “Owner”). A utility investigation will be executed in accordance with ASCE standards to designate and depict existing infrastructure for integration within the conflict analytic process and design.

Section 1 - Statement of Scope of Work

This work will be performed in accordance with the American Society of Civil Engineers Construction Institute Standard 38-02 (ASCE/CI 38-02) and include the following activities:

- Compilation of utility data (i.e. records and as-built information) acquired by UMS and others.
- Preparation of field books, log sheets, and crew scheduling and logistics for the initial utility designating field campaign.
- Phase 1: 2D QL B data acquisition (using electromagnetic (EM) induction, acoustic, and/or other geophysical technologies), characterization, and 2D depiction (CADD file) of existing utility infrastructure data to develop a reliably qualified base map and data set from which to develop and support future design, coordination, and construction decisions.
- Vacuum Excavations at specific utility target locations to be determined by the project design team and utility coordination staff.
- Populating utility data management system GEOfeature™ with test hole information from the field investigation.
- Although **not** currently included in the work scope or corresponding cost estimate, the Client may elect to have UMS adapt the work product to include:
 - o Populating utility data management system GEOfeature™ with hydraulic information (pipe data and images) from the field investigation.
 - o Additional Phase 2 Locating including Spar 3-D mapping and ground penetrating radar (GPR)
 - o CADD 3D model of the identified existing utilities for improved design, conflict analytics, and advanced resolution engineering.

**Note: QL refers to the quality level as described in ASCE/CI 38-02 Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data.*

***Note: GEOfeature™ is a 3-D digital utility data repository designed to manage existing and new infrastructure as-built data in accordance with the new ASCE “As-Built” standard. The repository includes a tablet and Web-GIS application for in-the-field utility data acquisition and viewing.*

Phase 1 Designating

Although Phase 1 utility designating of buried infrastructure will have goal of QL B (i.e., position is determined via a combination of geophysical, survey and engineering methods) some facilities such as non-conductive water are pragmatically designated to a mixture of QL C (i.e., based on surveyed surface features and record data), B, and A (i.e., exposed survey grade observations such as possible at manholes) during the Phase 1 field effort. Likewise, some non-conductive pressurized piping lacking tracer wire may be designated to QL D (i.e., based on evidence consisting of available record information and/or verbal accounts) during the Phase 1 effort. Data quality is improved as and where required during subsequent project utility engineering phases.

All work is intended to incorporate and stem from previous efforts performed by the Owner, Client and their consultants, and will be performed in compliance with applicable project design standards, procedures, and accepted engineering principles. Information contained within this SOW and corresponding labor and cost estimate is based on: project standards and deliverables; Federal Highway Administration (FHWA) *Avoiding Utility Relocations* (DTFH61-01-C-00024); FHWA guidelines for SUE; the American Society of Civil Engineers (ASCE) *Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data* (ASCE/CI 38-02); and the ASCE/CI framework for the new *Standard for Recording and Exchanging Utility Infrastructure Data* (draft).

Phase 2 Locating

The Phase 2 investigation primarily consists of utility locating (discrete QL A vacuum excavated test holes). UMS and a vac truck contractor will perform excavation operations and the engineering survey of each test hole location. The test hole locations will need to be coordinated between UMS and project team based on identified utility conflicts and areas where more detailed data, including three-dimensional coordinates, are required to complete designs and mitigate/accommodate conflicts. For the purpose of this work, “locate” means to establish by engineering, surveying, drafting, and vacuum excavation practices the accurate horizontal and vertical position of subsurface utilities with vertical tolerances of generally 0.1 feet based on referenced benchmarks. Written logs for all test holes are utilized, derived elevations are transcribed onto CAD reference files, and “locate” points are mapped to Quality Level A on the plans.

Section 2 - Project Limits

The project limits include a QL B field investigation effort and corresponding designating of existing utilities within the project area in Parker, Colorado. The project area can be seen in Appendix B.

The designating of some individual utilities may extend beyond the noted SUE project limits to include surface features or structures which are necessary to complete QL C alignments. At the time that the scope of work and cost estimate were needed, UMS had not received information from Colorado One-Call regarding the known utility companies in the project area. The only known utility in the area is a water line, owned by Parker Water. Table 1 presents the known utility ownership and estimated lineal

footage based on information provided to UMS. Table 2 presents the proposed utility designating quality levels for the various facilities that are anticipated.

Table 1. Utility Owner Based on One Call for the project Area.

Owner	Utility	Estimated Lineal Footage
Parker Water	Water	1,000
	Total	1,000

*Record information not available at the time of estimate.

Table 2. Targeted designation of utilities for the subject project Phase I SUE investigation.

Utility Type (Buried)	Mains & Primary Laterals	Services / Secondary Laterals
Storm Drain	None anticipated	N/A
Sanitary Sewer	None anticipated	N/A
Culverts	None anticipated	N/A
Telecommunication	None anticipated	N/A
Cable TV	None anticipated	N/A
Natural Gas	None anticipated	N/A
Traffic Signals	None anticipated	N/A
ATMS	None anticipated	N/A
Lighting	None anticipated	N/A
Water Mains	QL B, C and D	N/A
Buried Power	None anticipated	N/A
Private sprinklers	Not included in this scope of work; however, identified surface facilities encountered incidental to the field work will be noted.	N/A
Petroleum	None anticipated	N/A
Military Comm.	None anticipated	N/A
Wells (Water, Crude Oil, Natural Gas)	Presently not included in this scope of work; however, wells encountered incidental to the field work will be noted.	N/A

Note: QL refers to the quality level as described in ASCE/CI 38-02 Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data.

Section 3 - Project Deliverables

Utility Engineering deliverables include digital and hardcopy submittals of the following:

- CADD utility reference file based on Phase 1 findings.
- Vacuum excavation (test hole) summary report (pdf format).
- A P.E. sealed submittal report summarizing this investigation with highlights of unusual findings.

In addition, UMS will provide ongoing interpretive support to assist design engineers and utility coordinators with subsequent findings and ensure submitted data is properly understood and utilized.

Section 4 - Project Assumptions

Phase 1 Assumptions:

- UMS utility research will stem from previous records investigation work performed by the Client. Reasonable efforts will be made to obtain supplemental utility records to produce the deliverables within the project schedule. The timely cooperation of utility owners may be necessary to develop the utility inventory map for facilities within the project area.
- The Client/Owner will provide survey control information **prior** to the UMS crew arriving on-site.
- All field work will be completed while the project corridor is clear of snow and ice.
- UMS assumes one day will be required to designate the *Parker Water* 42-inch water line through the project area, as well as perform a cursory visual investigation of the project area to search for additional unknown utilities.
- Upon notice to proceed, UMS will complete a full utility records investigation, contacting all of the known utilities in the area based on one-call information. Should any subsequent investigation reveal the presence of additional utilities beyond the known 42-inch water line, a contract modification may be needed to accommodate the additional effort and budget.
- Labor to complete line of sight surveying is currently not included within this scope of work. UMS assumes RTK GPS survey operations will be sufficient to map all utilities.
- Sufficient project survey control exists along the project corridor for RTK GPS survey operations; consequently, **labor for establishing survey control is currently not included** within this scope of work and the associated cost estimate.
- No traffic control will be required for Phase 1 operations.
- **Confined space entry will not be required** for this effort.
- **Aerial Clearance measurements will not be required** for the Phase 1 effort. The locations of aerial wires, however, will be noted for clearance observations by others or during Phase 2 operations.
- Vertical (depth and elevation) QL A observations will be tied to project control to an average accuracy of +/- 0.1 feet.
- UMS assumes all work will be completed during regular working hours (8:00 AM to 5:00 PM) and without start/stop time restrictions.
- Field crews will use paint to mark out the utility alignments.

Phase 2 assumptions:

- Vacuum excavations which fail to expose the target utility after attaining a reasonable depth (6-7') will still be considered a completed excavation
- No traffic control will be required for Phase II operations,
- Each excavation is accessible to the vac truck and crew.

- A maximum of 3 excavations, located in the dirt, outside of areas which require special repair measures (sidewalks, planters, driveways, etc.). Backfilling of each excavation will be accomplished with the use of native material.
- The vacuum excavation company has a 4-hour minimum charge for their services. Should less time be required to complete the proposed vacuum excavations, the 4-hour minimum charge would be applied.

Client and / or Owner will:

- **Obtain all necessary right-of-entries, security clearances, etc. (including private land access) to allow UMS field personnel to work outside the roadway right-of-way.**
- Provide information showing the project limits, alignment, profile, survey control points, benchmark data, coordinate data, relevant design and topographic CADD files, aerial photographs, and any other applicable information.
- Provide any record or relevant survey or LIDAR information previously obtained by others.
- Assist UMS as necessary with obtaining permissions for access to private utility facilities.

UMS will perform the following coordination activities:

- Work closely with the Client and Owner to facilitate the orderly progress and timely completion of the approved tasks.
- Coordinate the work effort with the Client to discuss progress and resolve problems.
- Upon request provide the Client copies of logs and/or correspondence that document work-related communications between utility owners, outside agencies, and/or private landowners.
- Coordinate operations with private and public utility infrastructure owners.
- Obtain required One Call (Call 811) tickets.
- Provide all necessary equipment, supplies, and support personnel to secure data outlined in this section.

Associated labor and costs may increase if actual conditions deviate significantly from those assumed for this estimate. UMS will work with the Client in good faith to complete operations in a timely manner and will negotiate new pricing if conditions encountered significantly deviate from those assumed.

The results of the Phase 1 efforts will be pertinent at the time in which field investigation operations are completed and are subject to change. Subsequent SUE investigations may be necessary to account for any new or changed utility installations

Section 5 - Project Coordination

The UMS project management team will consist of:

- Project Engineer, Cameron Greer, cgreer@umsi.us, 801.910.5366
- Area Manager, Jon Eckhoff, jeckhoff@umsi.us, 720.884.6626
- Senior Engineer, Richard Manser, P.E., rmanser@umsi.us, 801.910.2357
- Principal Engineer, Phil Meis, P.E., pjmeis@umsi.us, 406.552.0883

If required, a monthly progress report will be prepared by the project manager and submitted via email to Client project management to document the SUE investigation. During the project time frame UMS project management staff members can be available to meet in person with Client project management for any urgent reason. Cell phone numbers for all of the UMS project management team members will be available to the Client should immediate communication be desired.

Section 6 - Project Schedule

UMS can typically begin work within two weeks of receiving notice-to-proceed (NTP). Based on assumed conditions identified in this scope of work, the following is the estimated project schedule:

- The initial effort will consist of requesting record information from each utility owner in the area. Depending on utility owner response time, it may take up to two weeks to gather all the record prints and as-built information.
- Utility designating field operations are estimated to require approximately 1 day, with an additional 1 day required to complete the location survey. Field operations will generally begin shortly after the utility record information has been compiled. However, the actual start date will be dependent on the field crew schedule at time of NTP.
- Final submittals will require two to three weeks after the field work has been completed to include CADD drawing and utility database preparation, along with completion of QA review and discrepancy resolution efforts.

UMS, at its own discretion, may assign different personnel to perform tasks specified within the work scope and estimate based on staff availability and project schedule.

UMS is prepared to add crew members as necessary to ensure necessary production levels are met and submittals are timely for utility coordination and design development.

Appendix A

SUE and the ASCE/CI 38-02 Standard Guidelines

Data collection activities will follow ASCE/CI *Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data* (Standard ASCE/CI 38-02, Construction Institute of the American Society of Civil Engineers, Reston, VA, 2002, 20 p). Perhaps the most significant contribution of the ASCE/CI standard is the development of a formalized procedure for qualifying and designating the general quality of the depicted individual facilities. The Table below summarizes the four quality level (QL) definitions included in the ASCE/CI standard. Included with the definitions are comments on the relative positional accuracy for the corresponding quality levels.

Adherence to ASCE/CI depiction standards along with the use of records research, geophysical methods, vacuum excavation, and engineering survey combined in a phased approach and guided by professional judgment, has often been referred to as Subsurface Utility Engineering (SUE). In proper context, SUE, or more recently simply referred to as “Utility Engineering”, is a rather complex and important series of engineering tasks, procedures and associated responsibilities established to manage risk, promote efficiency, and reduce costs; the utility mapping and designation of quality levels, in fact, provides the data set with which the utility engineering process begins. In a broader sense, utility engineering involves utilizing the qualified utility data sets to conduct the following engineering activities:

- systematically identify, itemize, and define apparent conflicts between proposed designs and existing utilities;
- optimize design development and mitigate utility conflicts;
- identify and accommodate other infrastructure, planned betterments and new installations;
- conduct effective utility coordination in which resolutions to conflicts are derived that serve the best interests of the public and all stakeholders involved;
- develop construction plans and bid documents which concisely identify and provide details of outstanding conflicts for construction planning, bidding, and execution; and
- encourage value engineering and mitigation of cost implications to all infrastructure systems which provide service to commerce, government, and the general public.

Protocols for SUE / utility engineering as established by the Federal Highway Administration (FHWA) and the applicable state DOT will be followed for this project. The SUE process utilizing the ASCE/CI 38-02 standard guideline for acquiring and depicting existing utilities provides a framework to obtain and represent the requested utility information in a pragmatic and cost effective manner.

ASCE quality levels (QLs) for depicting facilities in accordance with SUE protocol.

QL	Description	Resulting Positional Accuracy and Data Completeness
D	Information derived from existing records or oral recollections.	Data may be completely erroneous. Only the records indicate the utility is somewhere.
C	Information obtained by surveying and plotting visible above ground utility features and by using professional judgment in correlating this information to available records and QL D information. QL C is usually used to map non-conductive pipes, deep utilities, or when EM signal interference and distortion is too significant.	Positional accuracy of surface features is to within 0.1 feet; however, alignments between surface features is to schematic levels, providing general direction of alignment. Typically, according to FHWA studies, 15% to 30% of the utility data may be erroneous or missing.
B	Information obtained through the application of appropriate surface geophysical methods to determine the existence and approximate horizontal position of subsurface utilities. QL B data should be reproducible at any point of their depiction using surface geophysical methods. This information is surveyed to applicable tolerances defined by the project and reduced onto plan documents. However, only the point of peak signal is mapped; consequently, while a QL B point can be reproducible using geophysics, the signal can be distorted due to the superposition of EM fields from adjacent conductors and not lie horizontally above the target. Experienced SUE operators help identify and mitigate these issues. However, QL A data is recommended for design / construction work to be performed in the immediate proximity of QL B depicted utilities to provide definitive positional accuracy.	Positional accuracy statement with confidence level is not feasible unless electromagnetic (EM) fields are completely mapped and statistical analysis is used to derive alignments from the linear anomalies; in addition, sufficient ground truth sampling (e.g., test holes) is required. This level of geophysical survey and analysis effort required is often not practical or cost effective. In practice, experienced SUE designators can determine utility alignments reasonably well. Professional judgment is exercised to distinguish incidents of “bleed-over” and when apparent alignments don’t make sense. Available utility records are compared with field findings to confirm completeness of the QL B data. QL B rating, as a rule of thumb, is generally estimated to +/- 1 foot horizontally for utilities less than 5 feet deep. Inductive electromagnetic signals diverge spherically, which is to say deeper targets have broader and weaker peak inductive signals; consequently horizontal accuracy degrades with depth. Utilities over 10 feet deep are very difficult to position horizontally using standard inductive equipment. Vertical accuracy cannot be reliably derived using EM inductive methods as computed depths are often inconsistent and can be highly misleading unless regular ground truth (i.e. test holes) are available to confirm accuracy.
A	Precise horizontal and vertical location of utilities obtained by the actual exposure (or verification of previously exposed and surveyed utilities) and subsequent measurement of subsurface utilities, usually at a specific point. Minimally intrusive excavation equipment is typically used to minimize the potential for utility damage. With QL A observations, a relatively precise horizontal and vertical depiction, as well as other utility attribute data, are shown on plan documents. Accuracy is typically about 0.1 feet vertical, and to applicable horizontal survey and mapping accuracy as defined or expected by the project owner and as limited by the survey equipment and methodology used to perform the measurement.	This is the only QL to which a positional accuracy statement might be made. QL A is as accurate as the reference horizontal and vertical control accuracy will permit and the methodology used to make the measurement and derive the coordinates. Note that in some cases involving inverts, direct measurements may not possible; consequently, QL A designation can only indicate that a relatively accurate position has been determined on the subject facility at that discrete location. <i>In some cases an apparent minimum depth of clearance is provided. This is not QL A data as the utility has not been exposed. The utility apparently lies in line with the test hole, but is deeper than can be reached via vacuum excavation based on the detected geophysical signal. However, the minimum depth data is provided for informational purposes for planning consideration.</i>

By ASCE/CI 38-02 definition, utility record data is classified as quality level (QL) D and will cause inconsistent and erroneous interpretation due to the following: 1) utilities are inaccurately positioned and in reality may or may not pose as an issue for proposed construction; 2) utility installations may vary due to recent improvements or changes and may not be properly documented; 3) some existing facilities may not be reported or identified and are missing from the data set; and 4) incomplete or inaccurate records can likewise cause misleading and erroneous field markings by third party contract locators or utility owner field personnel. In addition, buried unknowns can cause deceptive geophysical phenomena and interference which severely alter induced current flow and distort corresponding electromagnetic fields; these issues commonly occur, are difficult to detect and decipher, and greatly complicate detection and interpretive efforts. Consequently, ASCE/CI 38-02 standard guidelines were developed to overcome these problems and permit systematic upgrading of utility data designation to QL C, B, and A to facilitate subsequent design, conflict resolution engineering, and utility coordination work. The ASCE/CI 38-02 guidelines require:

- calibrated geophysical prospecting methods performed by qualified, experienced field personnel;
- methodical field investigation and verification practices;
- research and field identification of installation type, size, and material;
- land survey methods to accurately tie data to project coordinates;
- supplemental field and records investigation to prevent overlooked facilities;
- quality assurance review that includes owner written confirmation of depicted facilities; and
- a qualified registered professional engineer of record who thoroughly understands geophysical theory, has experience with all issues and pitfalls associated with mapping buried infrastructure, directly oversees the effort, and is directly accountable for all aspects of the work product.

Limitations

Professional subsurface utility engineering services are to be performed in accordance with generally accepted engineering principles and practices at this time. Adherence to ASCE/CI 38-02 standards and good practices by experienced utility engineering personnel typically ensures development of a very good data set; practical restrictions in budget, schedule, access and equipment, however, can limit acquisition and interpretation efforts. The Phase 1 effort retraces detectable utility alignments within the project area to obtain QL B data wherever possible, collating information from records obtained from the utility owners, and relating records with observable surface features. A possibility will always exist that abandoned, forgotten, non-detectable or undocumented utilities are not mapped using standard SUE procedures previously described. Utilities possessing characteristics mentioned below can be overlooked while following standard SUE investigative procedures:

1. Utilities without apparent records available, without apparent surface features, and not detected through standard search procedures.
2. Utilities with records which are illegible or incomplete.
3. Utilities that are inaccurately reported or inaccurately represented by the owner as lying a significant distance from the true position.

4. Abandoned utilities lacking records and apparent surface features, and are not detected through standard search procedures.
5. Utilities buried excessively deep (as a rule of thumb, utilities located deeper than 10 feet), beyond detection limits of standard designating equipment and standard vacuum excavation equipment.
6. Non-conductive utilities buried in clay soil and lacking apparent surface features.
7. Facilities installed subsequent to the utility designating field investigation effort.
8. Individual utilities in a common trench. Designating of common trench utilities can be difficult due to EM signal bleed over and difficulties in separating EM signals. Cathodic Protection connections between individual pipelines also increases the difficulty of determining individual pipe alignments.

A pragmatic effort will be made to systematically designate and depict buried utilities within the corridor to the extent practical for the authorized project budget and schedule. UMS must be kept advised throughout the design process to: 1) assess subsequent verbal accounts or record evidence on infrastructure which do not agree with or contradict the submitted data set; 2) evaluate designer evaluation and usage of the qualified and depicted utility data, especially QL C and D data; and 3) provide recommendations for further utility investigations as deemed prudent.

Final utility plans are for design purposes only and reflect subsurface utility conditions at the time surveyed. Existing utility locations depicted on the plans do not supersede statutory mandates including Call 811 notification; the contractor shall call 811 two business days prior to construction and obey mandates as required by law. The Client and UMS should be notified of any discrepancies between the utility designating results and 811 notification markings, and caution shall be used by the contractor until discrepancies are resolved.

Contractor shall call the utility notification service (Call 811) before excavating as required by Law.

Appendix B

Utility Mapping Services, Inc.
Cost Proposal for Utility Designating

Project: **Green Acres Tributary**

UMS Project No: **11240.1**

Date: **January 31, 2019**

Owner: **Town of Parker**

Contact: **Lee Rosen, P.E., CFM**

Address **720 South Colorado Blvd, Suite 410-S, Denver, CO 80246**

Phone/Fax **720.775.6399**

Email **lee.rosen@respec.com**

Subsurface Utility Engineering - Phase I Utility Designating: Assuming a two-person designating crew for 1 day and 1 day to complete the engineering survey.

Project Task No.	Project Task Description	Project Manager	Project Engineer	Senior Engineer	Principal Engineer	SUE Field Ops. Mgr.	SUE Field Specialist II	SUE Field Specialist I	Staff Engineer	Clerical	Total Hours
1100	Project Preparation and Management, Meetings	4.00	2.00	1.00	1.00	2.00	2.00			1.00	13.00
1200	Records Research	2.00									2.00
1300	Mobilization		2.00			2.00	2.00				6.00
1400	Field Designating					8.00	8.00				16.00
1500	Engineering Survey		6.00								6.00
1600	CADD Development	2.00									2.00
1650	Database Development										0.00
1700	QA/QC	2.00	0.50	0.50	0.50	0.50	0.50				4.50
1900	Submittal Preparation	2.00		1.00	1.00					1.00	5.00
Phase I Hours		12.00	10.50	2.50	2.50	12.50	12.50	0.00	0.00	2.00	55
Hourly Raw Rates		\$ 43.09	38.46	47.64	47.48	40.00	36.08	26.75	30.90	35.41	
Total Direct Raw Rates		\$517.08	403.83	119.10	118.70	500.00	451.00	0.00	0.00	70.82	2181
Fully Burdened Rates		\$108.80	\$97.11	\$120.29	\$119.88	\$101.00	\$91.10	\$67.54	\$78.02	\$89.41	
Total Burdened Rates		\$1,305.59	1019.64	300.72	299.71	1262.46	1138.74	0.00	0.00	178.82	5506
Total Raw Labor											2181
Total Labor and Overhead 125.44%											4916
Fixed Fee 12.00%											590
Labor Costs											5506



Utility Mapping Services, Inc.
15065 W. 44th Ave.
Golden, CO 80403
720.230.0780
www.umsi.us
email: cgreer@umsi.us

Item	Unit	No. of Units	Unit cost	
CADD Station	hourly	2.00	13.00	26.00
Survey Equipment (Trimble R8 RTK GPS)	day	1.00	101.00	101.00
Specialty Field Vehicles	mileage	260.00	0.580	150.80
*Traffic Control (not included)	day	0.00	1500.00	0.00
Facilities Capital Cost of Money (FCCM)	unit	2181.00	0.009	19.63
Total Direct Costs				297.43

*traffic control costs are approximate; actual costs will be invoiced.

THIS ESTIMATE IS VAILD FOR 60 DAYS FROM THE DATE POSTED AT THE TOP OF THIS PROPOSAL

SUE Phase I Total \$ 5,803

Utility Mapping Services, Inc.

Cost Proposal for Utility Locating

Project: **Green Acres Tributary**

UMS Project No: **11240.2**

Date: **January 31, 2019**

Owner: **Town of Parker**

Contact: **Lee Rosen, P.E., CFM**

Address **720 South Colorado Blvd, Suite 410-S, Denver, CO 80246**

Phone/Fax **720.775.6399**

Email lee.rosen@respec.com

Subsurface Utility Engineering - Phase II Utility Locating: Assuming half a day of effort including set up time and 3 vacuum excavation holes in the dirt on utilities less that 7-feet in depth

Project Task No.	Project Task Description	Project Manager	Project Engineer	Senior Engineer	Engineer of Record	SUE Field Ops. Mgr.	SUE Field Specialist II	Staff Engineer	Clerical	Total Hours
2100	Work Plan, H&S, Traffic, Permits	4	1	1	1	1			1	9.0
2200	Mobilization		4			2				6.0
2300	Test Hole Staking/Designating		2							2.0
2400	Utility Locating					4				4.0
2500	Survey		2							2.0
2600	CADD	2								2.0
2650	Documentation and Database Development	2	1			1				4.0
2700	QA/QC	1		1	1					3.0
2900	Submittal Preparation - Phase II Plans, Report, Database	2		1	1				1	5.0
Phase II Hours		11.0	10.0	3.0	3.0	8.0	0.0	0.0	2.0	37
Hourly Rates		\$43.09	\$38.46	\$47.64	\$47.48	\$40.00	\$26.75	\$30.90	\$35.41	
Total Direct Rates		\$473.99	\$384.60	\$142.92	\$142.44	\$320.00	\$0.00	\$0.00	\$70.82	\$1,535
Fully Burdened Rates		\$108.80	\$97.11	\$120.29	\$119.88	\$101.00	\$67.54	\$78.02	\$89.41	
Total Burdened Rates		\$1,196.79	\$971.09	\$360.86	\$359.65	\$807.98	\$0.00	\$0.00	\$178.82	\$3,875
Total Raw Labor										\$1,535
125.44%										\$3,460
12%										\$415
Labor Costs										\$3,875

Item	Unit	No. of Units	Unit cost	
CADD Station	hr	2.0	\$ 13.00	\$ 26.00
Survey Equipment (Trimble R8 RTK GPS)	day	0.50	\$ 101.00	\$ 50.50
Specialty Field Vehicle	mileage	260	\$ 0.540	\$ 140.40
Facilities Capital Cost of Money (FCCM)	mileage	1535	\$ 0.009	\$ 13.82
Direct Costs				\$ 231

UMS Services \$ 4,106

Vacuum Excavation Truck and Crew (dirt hole)	ea	3	\$ 500.00	\$ 1,500.00
Asphalt Coring Equipment Rental	day	0	\$ 250.00	\$ -
Permits	ea	1	\$ 500.00	\$ 500.00
Flowable Fill and Asphalt Repair	ea	0	\$ 195.00	\$ -
Traffic Control	day	0	\$ 1,500.00	\$ -
Direct Costs				\$ 2,000.00

Sub-Consultant Services \$ 2,000.00

Vacuum Excavation Services Total \$ 6,106



Utility Mapping Services, Inc.

15065 W. 44th Ave.

Golden, CO 80403

720.230.0780

www.umsi.us

email: cgreer@umsi.us

*Actual Vac Truck, Permits and Traffic Control costs will be invoiced

THIS ESTIMATE IS VALID FOR 60 DAYS FROM THE DATE POSTED AT THE TOP OF THIS PROPOSAL



Design Services Rates

Client: Urban Drainage and Flood Control District

PROJECT: Compark Village South Green Acres Tributary Improvements

RATE SCHEDULE

<u>Description</u>	<u>Rate</u>	<u>Units</u>
Jerry Naranjo, President	\$ 105.00	HR
John Leone, Engineering Manager	\$ 95.00	HR
Michael Hamacher, Project Engineer	\$ 75.00	HR
General Superintendent	\$ 70.00	HR
Concrete Superintendent	\$ 65.00	HR



Request for Town Council Action

Date: June 17, 2019

Submitted By:

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 1.523.2 First Reading**
A Bill for an Ordinance to Adopt the 2019 Revised Budget for the Town of Parker and to Make Appropriations for the Same

Department: Finance, Rhonda Willey
Finance, Mary Lou Brown

Second Reading: July 1, 2019

EXECUTIVE SUMMARY

The purpose of this budget revision is to amend the appropriated funds for 2019.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

General Fund - The Town is refunding the 2009 COPs. As part of this transaction, \$4,000,000 will be paid towards the existing principal.

There is also a budget adjustment request to add \$750,000 to the budgeted sales tax revenue.

Cultural Fund - The PACE center roof has failed and requires a new one. The quote for the replacement is \$230,000 of which \$30,000 has already been budgeted.

FINANCIAL IMPACT

	Supplemental Expenditures	Supplemental Revenue	Net Revision
General Fund	\$ 4,000,000	\$ 750,000	\$ 3,250,000
Cultural Fund	200,000	100,000	100,000
Capital Reserve Replacement Fund	100,000	-	100,000
Total all funds	\$ 4,300,000	\$ 850,000	\$ 3,450,000

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY



ENHANCE ECONOMIC
VITALITY

ATTACHMENTS

1. Ordinance No. 1.523.2

RECOMMENDED MOTION

I move to approve Ordinance No. 1.523.2 on first reading and schedule second reading and a public hearing for Monday, July 1, 2019, as part of the consent agenda.

ORDINANCE NO. 1.523.2, Series of 2019

TITLE: A BILL FOR AN ORDINANCE TO ADOPT THE 2019 REVISED BUDGET FOR THE TOWN OF PARKER AND TO MAKE APPROPRIATIONS FOR THE SAME

WHEREAS, the Home Rule Charter of the Town of Parker specifies that Town Council may make additional appropriations by ordinance during the fiscal year for unanticipated expenditures; and

WHEREAS, upon due and proper notice published and posted in accordance with the Town of Parker Home Rule Charter, said proposed budget revisions are open for inspection by the public at the Town Hall.

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, ORDAINS:

Section 1. The 2019 Revised Budget for the Town of Parker, Colorado, which is attached hereto as **Exhibit A** and incorporated by this reference, is hereby adopted and the monies are appropriated to the various funds as the same are budgeted.

Section 2. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained. The Town Council further finds that the title to this Ordinance was posted in two public places two days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

Section 3. Severability. If any clause, sentence, paragraph or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 4. This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2019.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2019.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

Town of Parker**2019 Revised Budget Ordinance 1.523.2**

1st Reading

June 17, 2019

2nd Reading

July 1, 2019

Exhibit A

	<u>Revision</u>	<u>2019 Revised Budget</u>
<u>General Fund</u>		
Beginning fund balance (unaudited)		\$ 21,031,496
Revenue		51,987,366
Revenue revision	750,000	750,000
Total revised revenue		52,737,366
Total available		73,768,862
Expenditures		54,700,794
Supplemental appropriation	4,000,000	
Total expenditure revision		4,000,000
Total revised expenditures		58,700,794
Ending fund balance		<u><u>\$ 15,068,068</u></u>
<u>Cultural Fund</u>		
Beginning fund balance (unaudited)		\$ 1,542,978
Revenue		5,341,099
Revenue revision	100,000	100,000
Total revised revenue		5,441,099
Total available		6,984,077
Expenditures		6,606,428
Supplemental appropriation	200,000	
Total expenditure revisions		200,000
Total revised expenditures		6,806,428
Ending fund balance		<u><u>\$ 177,649</u></u>

Town of Parker**Exhibit A****2019 Revised Budget Ordinance 1.523.2**

1st Reading

June 17, 2019

2nd Reading

July 1, 2019

	Revision	2019 Revised Budget
<u>Capital Facility Reserve Fund</u>		
Beginning fund balance (unaudited)		\$ 2,037,680
Revenue		32,000
Revenue revision	-	-
Total revised revenue		32,000
Total available		2,069,680
Expenditures		-
Supplemental appropriation	100,000	
Total expenditure revisions		100,000
Total revised expenditures		100,000
Ending fund balance		\$ 1,969,680

Town of Parker**Exhibit A****Summary of Revisions to 2019 Budget Ordinance 1.523.2**

1st reading 06/17/2019

2nd reading 07/01/2019

	Supplemental Expenditures	Supplemental Revenue	Net Revision
General Fund	\$ 4,000,000	\$ 750,000	\$ 3,250,000
Cultural Fund	200,000	100,000	100,000
Capital Reserve Replacement Fund	100,000	-	100,000
Total all funds	<u>\$ 4,300,000</u>	<u>\$ 850,000</u>	<u>\$ 3,450,000</u>

Town of Parker**Exhibit A****Detail of Supplemental Revisions to 2019 Budget Ordinance 1.523.2**

1st reading 06/17/2019

2nd reading 07/01/2019

Expenditures**General Fund**

Pay down for the 2009 COP refunding	4,000,000
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<i>Total General Fund expenditure supplemental revision</i>	<u>\$4,000,000</u>
--	---------------------------

Cultural Fund

PACE Center roof replacement	200,000
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<i>Total Cultural Fund expenditure supplemental revision</i>	<u>\$200,000</u>
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Capital Facility Reserve Fund

Transfer to Cultural for roof repair	100,000
--------------------------------------	---------

<i>Total Recreation Fund expenditure supplemental revision</i>	<u>\$100,000</u>
---	-------------------------

<i>Total expenditure supplemental revision</i>	<u><u>\$4,300,000</u></u>
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Revenues**General Fund**

Sales Tax	750,000
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<i>Total General Fund revenue supplemental revision</i>	<u>\$750,000</u>
--	-------------------------

Cultural Fund

Transfer from Capital Reserve Replacement Fund	100,000
--	---------

<i>Total Cultural Fund revenue supplemental revision</i>	<u>100,000</u>
---	-----------------------

<i>Total revenue supplemental revision</i>	<u><u>\$850,000</u></u>
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Request for Town Council Action

Date: June 17, 2019

Submitted By: Jacob James, Stormwater Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 9.291- First Reading**
A Bill for an Ordinance Approving the Agreement Regarding Final Design and Construction of Fee-In-Lieu Drainage and Flood Control Improvements for Green Acres Tributary at Compark Village South (Agreement No. 19-06.01, Project No. 107382) By and Between Urban Drainage and Flood Control District and the Town of Parker

Department: Engineering/Public Works, Jacob James

Second Reading: July 1, 2019

EXECUTIVE SUMMARY

The purpose of this agreement with the Urban Drainage and Flood Control District is to transfer funds received from the developer to the District. The funds will be used to design improvements to the Green Acres Tributary located on the Compark South property. Design and construction of the improvements is an obligation of the developer and providing these funds to the District satisfies this Town requirement.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The developer of the Compark South property previously designed improvements to the Green Acres Tributary as a part of the approved minor development plat. The improvements as designed were not subject to federal permitting during the submittal process as the drainageway was determined to be non-jurisdictional by the U.S. Army Corps of Engineers. After the Town approved the project, the U.S. Army Corps of Engineers reversed the jurisdictional determination and is now requiring a 404 permit. The improvements that were previously designed do not comply with the requirements of the 404 permit and the developer has opted to provide funds to Urban Drainage in order to design the project within the guidelines of the 404

permit requirements. This agreement provides the terms for the District's use of the funds provided by the developer, through the Town.

FINANCIAL IMPACT

The funds in the amount of \$478,747 will be provided by the developer, therefore, no financial impact to the Town.

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY



INNOVATE WITH
COLLABORATIVE
GOVERNANCE

ATTACHMENTS

1. Ordinance No. 9.291

RECOMMENDED MOTION

I move to approve Ordinance No. 9.291 on first reading and to schedule second reading for July, 1, 2019, as part of the consent agenda.

ORDINANCE NO. 9.291, Series of 2019

TITLE: A BILL FOR AN ORDINANCE APPROVING THE AGREEMENT REGARDING FINAL DESIGN AND CONSTRUCTION OF FEE-IN-LIEU DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR GREEN ACRES TRIBUTARY AT COMPARK VILLAGE SOUTH (AGREEMENT NO. 19-06.01, PROJECT NO. 107382) BY AND BETWEEN URBAN DRAINAGE AND FLOOD CONTROL DISTRICT AND THE TOWN OF PARKER

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, ORDAINS:

Section 1. The Town Council of the Town of Parker hereby approves the Agreement Regarding Final Design and Construction of Drainage and Flood Control Improvements for Green Acres Tributary at Compark Village South (Agreement No. 19-06.01, Project No. 107382) by and between Urban Drainage and Flood Control District and the Town of Parker, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

Section 2. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained. The Town Council further finds that the title to this Ordinance was posted in two public places two days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

Section 3. Severability. If any clause, sentence, paragraph or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 4. This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2019.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2019.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT 1

AGREEMENT REGARDING FINAL DESIGN AND CONSTRUCTION OF FEE-IN-LIEU DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR GREEN ACRES TRIBUTARY AT COMPARK VILLAGE SOUTH TOWN OF PARKER

Agreement No. 19-06.01
Project No. 107382

THIS AGREEMENT, by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT (hereinafter called "DISTRICT") and TOWN OF PARKER (hereinafter called "TOWN") and collectively known as "PARTIES";

WITNESSETH:

WHEREAS, DISTRICT, in a policy statement previously adopted (Resolution No. 14, Series of 1970 and Resolution No. 11, Series of 1973) expressed an intent to assist public bodies which have heretofore enacted floodplain regulation measures; and

WHEREAS, PARTIES participated in a joint planning study titled "Happy Canyon Creek Major Drainageway Plan" by Muller Engineering Company, Inc. dated March 2014 (hereinafter called "PLAN"); and

WHEREAS, PARTIES now desire to proceed with the design and construction of drainage and flood control improvements for Green Acres Tributary and the E-470 Pond (hereinafter called "PROJECT"); and

WHEREAS, TOWN now desires to utilize developer funding to design and construct PLAN improvements; and

WHEREAS, DISTRICT, on behalf of TOWN, shall manage the design and construction of PROJECT for an administrative fee to cover the additional project management costs for PROJECT; and

WHEREAS, the Town Council of TOWN by appropriation or resolution, all of PROJECT costs of the respective PARTIES.

NOW, THEREFORE, in consideration of the mutual promises contained herein, PARTIES hereto agree as follows:

1. SCOPE OF THIS AGREEMENT

This Agreement defines the responsibilities and financial commitments of PARTIES with respect to PROJECT.

2. SCOPE OF PROJECT

- A. Final Design. PROJECT shall include the final design of improvements in accordance with the engineer's scope, fee, and schedule, as shown on Exhibit B. Specifically, the final design of facilities shall extend from approximately E-470 to 4,000 feet upstream, as shown on Exhibit A
- B. Construction. PROJECT shall include construction, establishment of vegetation, and permit monitoring by DISTRICT of the drainage and flood control improvements as set forth in the design and through final acceptance of permitting and vegetation establishment obligations.

Establishment and permit monitoring includes stream management and revegetation for establishment and weed management to comply with all federal, state, and local stormwater management permits and mitigation requirements under Section 404 of the Federal Clean Water Act and project goals.

DISTRICT shall monitor the stream and determine how it is performing relative to hydrologic, hydraulic, and geomorphic parameters during the establishment period. If the stream is departing from stable ranges of hydrologic, hydraulic, and geomorphic parameters that result in PROJECT not achieving goals, DISTRICT shall implement stream management improvements, provided project funding is available. PROJECT shall be considered complete when there are no longer project funds available or when the stream remains within stable ranges during the establishment period.

3. PUBLIC NECESSITY

PARTIES agree that the work performed pursuant to this Agreement is necessary for the health, safety, comfort, convenience, and welfare of all the people of the State, and is of particular benefit to the inhabitants of PARTIES and to their property therein.

4. PROJECT COSTS AND ALLOCATION OF COSTS

A. PARTIES agree that for the purposes of this Agreement PROJECT costs shall consist of and be limited to the following Project Costs:

1. Final design services
2. Delineation, description and acquisition of required rights-of-way/easements
3. Construction of improvements
4. Contingencies mutually agreeable to PARTIES
6. Administrative Fee

B. It is understood that PROJECT costs as defined above are not to exceed \$346,861 without amendment to this Agreement.

PROJECT costs for the various elements of the effort are estimated as follows:

<u>PROJECT ITEM</u>	<u>AMOUNT</u>
1. Final design	\$ 456,897
2. Right of way	\$ -0-
3. Construction	\$ -0-
4. Contingencies	\$ -0-
Sub Total	\$ 456,897
<u>ADMINISTRATIVE ITEM</u>	
5. Final Design Administrative Fee	\$ 21,850
6. Construction Administrative Fee	\$ -0-
Sub Total	\$ 21,850
Grand Total	\$ 478,747

This breakdown of conceptual design, final design, construction, and contingency costs is for estimating purposes only. Costs may vary between the various elements of the effort without amendment to this Agreement provided the total expenditures do not exceed the maximum contribution by all PARTIES plus accrued interest, if applicable.

5. MANAGEMENT OF FINANCES

- A. Project Costs. As set forth in DISTRICT policy (Resolution No. 11, Series of 1973, Resolution No. 49, Series of 1977, and Resolution No. 37, Series of 2009), the funding of a local body's share may come from its own revenue sources or from funds received from state, federal, or other sources of funding without limitation and without prior DISTRICT approval.

Project Payment by TOWN of \$478,747 shall be made to DISTRICT subsequent to execution of this Agreement and within 30 days of request for payment by DISTRICT. PROJECT payment shall be held by DISTRICT in a special fund to pay for increments of PROJECT as authorized by PARTIES, and as defined herein. DISTRICT shall provide a periodic accounting of PROJECT funds as well as a periodic notification to TOWN of any unpaid obligations. Any interest earned by the monies contributed by PARTIES shall be accrued to the special fund established by DISTRICT for PROJECT and such interest shall be used only for PROJECT upon approval by the contracting officers (Paragraph 13).

- B. Administrative Costs. As set forth in DISTRICT policy (Resolution No. 38, Series of 2017), DISTRICT shall collect administrative fees for Fee-In-Lieu projects to offset DISTRICT staff time required to manage the Final Design and Construction of PROJECT. The administrative fee is nonrefundable and to be held in the Development Service Enterprise Fund.

1. Final Design. The administrative fee is based on a standard one-time charge for final design start-up and close-out cost, plus a monthly final design management cost. The monthly final design management cost will be the rate below per months PROJECT is in design.

Final Design Start-up Cost	\$2,400
Monthly Final Design Management	\$1,645 per month
Final Design Close-out Cost	\$3,000

2. Construction. The administrative fee is based percentage of the estimated construction costs. The percentage charged is as shown in the following table.

Under \$500,000	8%
\$1,000,000 - \$1,500,000	4%
\$1,500,000 - \$2,000,000	3%
\$2,000,000 - \$3,500,000	2.0%
\$3,500,000 - \$5,000,000	1.5%

\$5,000,000 - \$10,000,000	1.0%
\$10,000,000 - \$15,500,000	0.7%
\$15,500,000 - \$20,000,000	0.6%

6. CONCEPTUAL AND FINAL DESIGN

The contracting officers for PARTIES, as defined under Paragraph 13 of this Agreement, shall select an engineer mutually agreeable to both PARTIES. DISTRICT shall contract with selected engineer and shall supervise and coordinate the final design including right-of-way delineation subject to approval of the contracting officer for TOWN. Payment for final design services shall be made by DISTRICT as the work progresses from the PROJECT fund established as set forth above.

Final design services shall consist of, but not be limited to, the following:

- A. Preparation of a work plan schedule identifying the timing of major elements in the design;
- B. Preparation of detailed construction plans and specifications;
- C. Preparation of an estimate of probable construction costs of the work covered by the plans and specifications;
- D. Preparation of an appropriate construction schedule.
- E. If the engineer that prepared the field-ready construction documents is selected to perform construction observation, and the contractor to construct the improvements is selected using DISTRICT's Best Value Selection process the engineer shall seal the construction documents, otherwise the construction documents shall be provided to TOWN unsealed.

7. RIGHT OF WAY OR NON-REVOCABLE EASEMENT

Right of Way or a non-revocable easement shall be acquired through a subdivision plat at no cost to TOWN and DISTRICT, subject to approval of DISTRICT, for land or interests in land needed to implement construction of the drainage and flood control improvements, as defined herein. The right-of-way or non-revocable easement acquired shall be in the name of TOWN and the conveyancing document shall be promptly recorded in the records of the Clerk and Recorder of TOWN.

- A. Coordination of Right-of-Way or Non-revocable Easement Acquisition. TOWN shall acquire the right-of-way or non-revocable easement only after receiving prior approval of DISTRICT.
- B. Ownership of Property and Limitation of Use. TOWN shall own the property either in fee or non-revocable easement and shall be responsible for same. It is specifically understood that the right-of-way is being used for drainage and flood control purposes. The properties upon which PROJECT is constructed shall not be used for any purpose that will diminish or preclude its use for drainage and flood control purposes. TOWN may not dispose of or change the use of the properties without approval of DISTRICT. If, in the future, TOWN disposes of any portion of or all of the properties acquired upon which PROJECT is constructed pursuant to this Agreement; changes the use of any portion or all of the

properties upon which PROJECT is constructed pursuant to this Agreement; or modifies any of the improvements located on any portion of the properties upon which PROJECT is constructed pursuant to this Agreement; and TOWN has not obtained the written approval of DISTRICT prior to such action, TOWN shall take any and all action necessary to reverse said unauthorized activity and return the properties and improvements thereon, acquired and constructed pursuant to this Agreement, to the ownership and condition they were in immediately prior to the unauthorized activity at TOWN's sole expense.

8. MANAGEMENT OF CONSTRUCTION

- A. Costs. Construction costs shall consist of those costs as incurred by the most qualified contractor(s) including detour costs, licenses and permits, utility relocations, and construction related engineering services as defined in Paragraph 4 of this Agreement.
- B. Construction Management and Payment
 - 1. DISTRICT, with the concurrence of TOWN, shall administer and coordinate the construction-related work as provided herein.
 - 2. DISTRICT, with concurrence of TOWN, shall select and award construction contract(s).
 - 3. DISTRICT shall require the contractor to provide adequate liability insurance that includes TOWN. The contractor shall be required to indemnify TOWN. Copies of the insurance coverage shall be provided to TOWN.
 - 4. DISTRICT, with assistance of TOWN, shall coordinate field surveying; staking; inspection; testing; acquisition of right-of-way; and engineering as required to construct PROJECT. DISTRICT, with assistance of TOWN, shall assure that construction is performed in accordance with the construction contract documents including approved plans and specifications and shall accurately record the quantities and costs relative thereto. Copies of all inspection reports shall be furnished to TOWN on a weekly basis. DISTRICT shall retain an engineer to perform all or a part of these duties.
 - 5. DISTRICT, with concurrence of TOWN, shall contract with and provide the services of the design engineer for basic engineering construction services to include addendum preparation; survey control points; explanatory sketches; revisions of contract plans; shop drawing review; as-built plans; weekly inspection of work; and final inspection.
 - 6. PARTIES shall have access to the site during construction at all times to observe the progress of work and conformance to construction contract documents including plans and specifications.
 - 7. DISTRICT shall review and approve contractor billings. DISTRICT shall remit payment to contractor based on billings.

8. DISTRICT, with concurrence of TOWN, shall prepare and issue all written change or work orders to the contract documents.
 9. PARTIES shall jointly conduct a final inspection and accept or reject the completed PROJECT in accordance with the contract documents.
 10. DISTRICT shall provide TOWN a set of reproducible "as-built" plans.
- C. Construction Change Orders. In the event that it becomes necessary and advisable to change the scope or detail of the work to be performed under the contract(s), such changes shall be rejected or approved in writing by the contracting officers. No change orders shall be approved that increase the costs beyond the funds available in PROJECT fund, including interest earned on those funds, unless and until the additional funds needed to pay for the added costs are committed by all PARTIES.

9. MAINTENANCE

PARTIES agree that TOWN shall own and be responsible for maintenance of the completed and accepted PROJECT. PARTIES further agree that DISTRICT, at TOWN's request, shall assist TOWN with the maintenance of all facilities constructed or modified by virtue of this Agreement to the extent possible depending on availability of DISTRICT funds. Such maintenance assistance shall be limited to drainage and flood control features of PROJECT. Maintenance assistance may include activities such as keeping flow areas free and clear of debris and silt, keeping culverts free of debris and sediment, repairing drainage and flood control structures such as drop structures and energy dissipaters, and clean-up measures after periods of heavy runoff. The specific nature of the maintenance assistance shall be set forth in a memorandum of understanding from DISTRICT to TOWN, upon acceptance of DISTRICT's annual Maintenance Work Program.

DISTRICT shall have right-of-access to right-of-way and storm drainage improvements at all times for observation of flood control facility conditions and for maintenance when funds are available.

10. FLOODPLAIN REGULATION

TOWN agrees to regulate and control the floodplain of Green Acres Tributary within TOWN in the manner prescribed by the National Flood Insurance Program and prescribed regulations thereto as a minimum.

PARTIES understand and agree, however, that TOWN cannot obligate itself by contract to exercise its police powers. If TOWN fails to regulate the floodplain of Green Acres Tributary within TOWN in the manner prescribed by the National Flood Insurance Program and prescribed regulations thereto as a minimum, DISTRICT may exercise its power to do so and TOWN shall cooperate fully.

11. TERM OF AGREEMENT

Despite the date that this Agreement is signed by PARTIES, the term of this Agreement shall commence upon the earlier of the date of final execution by all PARTIES or December 31 of the year that it is tendered to TOWN for execution and shall terminate three (3) years after the final payment is made to the construction contractor and the final accounting of funds on deposit at

DISTRICT is provided to all PARTIES pursuant to Paragraph 5 herein, except for Paragraph 10. FLOODPLAIN REGULATION, Paragraph 7.B. Ownership of Property and Limitation of Use, and Paragraph 9. MAINTENANCE, which shall run in perpetuity.

12. LIABILITY

Each party hereto shall be responsible for any suits, demands, costs, or actions at law resulting from its own acts or omissions and may insure against such possibilities as appropriate.

13. CONTRACTING OFFICERS

- A. The contracting officer for TOWN shall be the Public Works and Engineering, 20120 East Mainstreet, Parker, Colorado 80138.
- B. The contracting officer for DISTRICT shall be the Executive Director, 2480 West 26th Avenue, Suite 156B, Denver, Colorado 80211.
- C. The contracting officers for PARTIES each agree to designate and assign a PROJECT representative to act on the behalf of said PARTIES in all matters related to PROJECT undertaken pursuant to this Agreement. Each representative shall coordinate all PROJECT-related issues between PARTIES, shall attend all progress meetings, and shall be responsible for providing all available PROJECT-related file information to the engineer upon request by DISTRICT or TOWN. Said representatives shall have the authority for all approvals, authorizations, notices or concurrences required under this Agreement. However, in regard to any amendments or addenda to this Agreement, said representative shall be responsible to promptly obtain the approval of the proper authority.

14. RESPONSIBILITIES OF PARTIES

DISTRICT shall be responsible for coordinating with TOWN the information developed by the various consultants hired by DISTRICT and for obtaining all concurrences from TOWN needed to complete PROJECT in a timely manner. TOWN agrees to review all concept plans, preliminary design plans, and final plans and specifications; and to provide comments within 21 calendar days after the drafts have been provided by DISTRICT to TOWN.

15. AMENDMENTS

This Agreement contains all of the terms agreed upon by and among PARTIES. Any amendments to this Agreement shall be in writing and executed by PARTIES hereto to be valid and binding.

16. SEVERABILITY

If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable clause or provision shall not affect the validity of the Agreement as a whole and all other clauses or provisions shall be given full force and effect.

17. APPLICABLE LAWS

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Jurisdiction for any and all legal actions regarding this Agreement shall be in the State of Colorado and venue for the same shall lie in the TOWN where PROJECT is located.

18. ASSIGNABILITY

No party to this Agreement shall assign or transfer any of its rights or obligations hereunder without the prior written consent of the nonassigning party or parties to this Agreement.

19. BINDING EFFECT

The provisions of this Agreement shall bind and shall inure to the benefit of PARTIES hereto and to their respective successors and permitted assigns.

20. ENFORCEABILITY

PARTIES hereto agree and acknowledge that this Agreement may be enforced in law or in equity, by decree of specific performance or damages, or such other legal or equitable relief as may be available subject to the provisions of the laws of the State of Colorado.

21. TERMINATION OF AGREEMENT

This Agreement may be terminated upon thirty (30) days' written notice by any party to this Agreement, but only if there are no contingent, outstanding contracts. If there are contingent, outstanding contracts, this Agreement may only be terminated upon the cancellation of all contingent, outstanding contracts. All costs associated with the cancellation of the contingent contracts shall be shared between PARTIES in the same ratio(s) as were their contributions.

22. PUBLIC RELATIONS

It shall be at TOWN's sole discretion to initiate and to carry out any public relations program to inform the residents in PROJECT area as to the purpose of PROJECT and what impact it may have on them. Technical information shall be presented to the public by the selected engineer. In any event DISTRICT shall have no responsibility for a public relations program, but shall assist TOWN as needed and appropriate.

23. NO DISCRIMINATION IN EMPLOYMENT

In connection with the performance of work under this Agreement, PARTIES agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified because of race, color, ancestry, creed, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability and further agree to insert the foregoing provision in all subcontracts hereunder.

24. APPROPRIATIONS

Notwithstanding any other term, condition, or provision herein, each and every obligation of TOWN and/or DISTRICT stated in this Agreement is subject to the requirement of a prior appropriation of funds therefore by the appropriate governing body of TOWN and/or DISTRICT.

25. NO THIRD PARTY BENEFICIARIES

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to PARTIES, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of PARTIES that

any person or party other than any one of PARTIES receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

26. ILLEGAL ALIENS

PARTIES agree that any public contract for services executed as a result of this intergovernmental agreement shall prohibit the employment of illegal aliens in compliance with §8-17.5-101 C.R.S. *et seq.* The following language shall be included in any contract for public services:

- A. At the time of execution of this Agreement, CONTRACTOR does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.
- B. CONTRACTOR shall participate in the E-Verify Program, as defined in § 8 17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.
- C. CONTRACTOR shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
- D. CONTRACTOR shall not enter into a contract with a subconsultant or subcontractor that fails to certify to CONTRACTOR that it shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
- E. CONTRACTOR shall confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in the E-Verify Program.
- F. CONTRACTOR is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligation under this Agreement, and that otherwise requires CONTRACTOR to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.
- G. If CONTRACTOR obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contract with an illegal alien, it will notify such subconsultant or subcontractor and PARTIES within three (3) days. CONTRACTOR shall also then terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three (3) day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.
- H. CONTRACTOR shall comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S.
- I. CONTRACTOR shall, within twenty days after hiring an employee who is newly hired for employment to perform work under this Agreement, affirms that it has examined the legal work status of such employees, retained file copies of the documents required by 8 U.S.C.

Section 1324a, and not altered or falsified the identification documents for such employees.

CONTRACTOR shall provide a written, notarized copy of the affirmation to PARTIES.

27. GOVERNMENTAL IMMUNITIES

PARTIES hereto intend that nothing herein shall be deemed or construed as a waiver by any party of any rights, limitations, or protections afforded to them under the Colorado Governmental Immunity Act (§ 24-10-101, *et seq.*, C.R.S.) as now or hereafter amended or otherwise available at law or equity.

28. INTENT OF AGREEMENT

Except as otherwise stated herein, this Agreement is intended to describe the rights and responsibilities of and between PARTIES and is not intended to and shall not be deemed to confer rights upon any person or entities not named as PARTIES, nor to limit in any way the powers and responsibilities of TOWN, DISTRICT or any other entity not a party hereto.

29. EXECUTION IN COUNTERPARTS – ELECTRONIC SIGNATURES

This Agreement, and all subsequent documents requiring the signatures of PARTIES to this Agreement, may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. PARTIES approve the use of electronic signatures for execution of this Agreement, and all subsequent documents requiring the signatures of PARTIES to this Agreement. Only the following two forms of electronic signatures shall be permitted to bind PARTIES to this Agreement, and all subsequent documents requiring the signatures of PARTIES to this Agreement.

- A. Electronic or facsimile delivery of a fully executed copy of a signature page; or
- B. The image of the signature of an authorized signer inserted onto PDF format documents.

Documents requiring notarization may also be notarized by electronic signature, as provided above. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, CRS §§ 24-71.3-101 to -121.

WHEREFORE, PARTIES hereto have caused this instrument to be executed by properly authorized signatories as of the date and year written below.

URBAN DRAINAGE AND
FLOOD CONTROL DISTRICT

By_____

Name Ken A. MacKenzie

Title Executive Director

Date_____

Checked By

TOWN OF PARKER

(SEAL)

By _____
Mike Waid

ATTEST:

Title Mayor

Carol Baumgartner, Town Clerk

Date _____

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

AGREEMENT REGARDING
FINAL DESIGN AND CONSTRUCTION
OF FEE-IN-LIEU DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR
GREEN ACRES TRIBUTARY AT COMPARK VILLAGE SOUTH
TOWN OF PARKER

Agreement No. 18-10.14

Project No. 107382

Exhibit A





May 31, 2019

Ms. Teresa Patterson, P.E., CFM
UDFCD
2480 W. 26th Ave. Suite 156-B
Denver, CO 80211

(Via email: tpatterson@udfcd.org)

RE: Green Acres Tributary – Final Design Phase – Scope of Services

Dear Teresa:

RESPEC is pleased to present this scope and fee to the Urban Drainage and Flood Control District (UDFCD) to provide professional engineering services for final design of the Green Acres Tributary channel improvements. The project will include design of channel improvements, two drop structures (assumed sculpted concrete for both), one box culvert, and trail. This scope/fee has been developed to assist in establishing funding agreements between MPVCompark and the Town of Parker. We have developed this estimate based on our current understanding of the project, our experience with similar projects, and to ensure adequate funding is available to complete the needed scope items.

SCOPE OF WORK

Task 1 – Project Coordination

1.1 Project Meetings - Project meetings will be conducted with MPVCompark, UDFCD, the Town of Parker and UDFCD's project partners selected contractor (Naranjo) to ensure professional services are following the project goals, share and obtain updated information.

The following are anticipated key meetings:

- *Design Review Meetings (3)* - We propose three meetings to review key submittals including the conceptual plans from Phase 1, the Preliminary Design Submittal, and the 90% Design Submittal.
- *Progress Meetings (6)* - We propose six additional project meetings throughout the design process (in-person and on-line meeting techniques).
- *Internal Team Meetings* - RESPEC will coordinate and attend meetings with the different project team disciplines to ensure progress and continuity of the project.

1.2 – Project Management and Coordination – This task includes project budget control, monthly invoicing, project updates, scheduling updates, deliverable reviews, project data and file management and project coordination.

720 SOUTH COLORADO BLVD.
SUITE 410 S
DENVER, CO 80246
303.757.3655



Task 2 – Preliminary (60%) Design

- 2.1 Preliminary (60%) Engineering & Hydraulics** – Hydraulic models and engineering calculations will be refined for the project elements included in the conceptual design (previous phase).
- 2.2 60% Preliminary Plans** – Preliminary level (60%) design plan set will be prepared based off the conceptual design drawings for the channel improvements.
- 2.3 Quantities and Cost Estimate** – Quantities and an opinion of probable cost estimate will be developed for the preliminary plans. Appropriate cost contingencies will be included to reflect the level of information.
- 2.4 Individual Permit (IP) Coordination and Plan Refinement** – We will coordinate with ERO and make minor adjustments to the plans if necessary to incorporate into the IP application which will be submitted by ERO. We will also help support and coordinate with ERO and ERC to complete the Stream Quantification Tool (SQT) analysis.

Task 3 – Final (90%) Design

- 3.1 Final (90%) Engineering & Hydraulics** – Hydraulic models and engineering calculations will be refined for the project elements included in 60% design.
- 3.2 90% Design Plans & Specifications** – Final design plans will be prepared based off the preliminary design drawings for the channel improvements.
- 3.3 Quantities and Cost Estimate** – Quantities and an opinion of probable cost estimates will be developed for the final (90%) plans.
- 3.4 Basis of Design Report** – A technical report will be prepared to serve as a record of the design process, documenting all calculations and engineering decisions.

Task 4 – Final (100%) Design

- 4.1 Final Engineering & Hydraulics** – Hydraulic models and engineering calculations will be refined for the project elements included in 90% design.
- 4.2 Final (100%) Design Plans & Specifications** – Final design plans will be prepared based off 90% design drawings for the channel improvements.
- 4.3 Quantities and Cost Opinions** – Quantities and an opinion of probable cost estimates will be developed for the final (100%) plans.
- 4.4 Basis of Design Report** – A technical report will be prepared to serve as a record of the design process, documenting all calculations and engineering decisions.

Task 5 – Scope for Construction Phase Services

Once Final Design is completed, RESPEC will work with UDFCD to develop a scope and fee estimate for providing construction phase services of the proposed channel improvements.

Special Services

ERO Resources Corporation: ERO will develop the IP application for the USACE and provide environmental permitting support. Specific tasks are listed below, and their full scope of work has been attached:

- Cultural Resources Survey & Report



- o Exploratory Testing and Buried Cultural Deposit Evaluation (It is not known at this time what USACE will require for cultural resources, so this has been included as a worst-case scenario)
- Prepare IP Application
- Comment Resolution and IP Review
- Project Management, Coordination, and Meetings
- Stream and Wetland Functional Assessments (for SQT Analysis)

Ecological Resources Consultants, Inc.: ERC will provide geomorphologic services to supplement the overall drainage and site development planning and design for proposed channel improvements. Specific tasks are listed below, and their full scope of work has been attached:

- Technical Evaluation of Geomorphologic Parameters
- Preliminary and Final Design Support
- Basis of Design Report
- Coordination, Meetings and Project Management
- SQT Analysis Assistance

AG Wassenaar: AG Wassenaar will provide an additional test boring at the proposed box culvert between Belford Ave and N 1st Ave and provide engineering recommendations. The testing and recommendations will build off the previous work completed by AG Wassenaar for the Compark development.

SDG Inc: SDG will provide the structural designs, plans and details for the proposed box culvert between Belford Ave and N 1st Ave and its headwalls, wingwalls and pedestrian railings. Their full scope of work and other assumptions has been attached.

Manhard Consulting: Manhard will provide as-directed survey services to supplement the existing survey they have performed. It has been assumed that 5 field days and 2.5 office days will be required for in the Final Design phase of this project.

Utility Mapping Services, Inc: USMI will provide the subsurface utility engineering required as part of Colorado Subsurface Utility Law (SB18-167). They will designate existing utilities per ASCE Standard 38-02 standards and provide a vacuum excavation (test hole) of the WISE water line at the proposed box culvert crossing and provide a P.E. sealed summary report. Their full scope of work and other assumptions has been attached.

FEE

RESPEC has developed a fee estimate based on the scope of work items outlined above and the assumptions included later in this document. Attachment A details the estimated fee for professional services. Due to the uncertainty of the scope of work required for the Final Design Phase, a contingency line item has also been included.



RESPEC

ANTICIPATED SCHEDULE

Based on the information known at this time, we have outlined a preliminary anticipated project schedule for the final design phase as shown below. This schedule is based on final design phase work beginning shortly after completion of the conceptual design. Times shown are from notice to proceed. The total amount of time estimated to complete this scope is ten months.

Task 1 – Project Coordination and Administration	on-going
Task 2 – Preliminary Design (60%) and IP Submittal	12 -14 weeks
Task 3 – Final (90%) Design Submittal	7 – 8 months
Task 4 – Final (100%) Design Submittal	10 months

The attached, preliminary schedule was developed based on NTP of July 1 with a Kick Off Meeting the week of July 22nd. The schedule will be developed in more detail as part of the Project Coordination Task once the Final Design Phase of work is initiated.

DELIVERABLES

1. Meeting notes (pdf)
2. Monthly invoice and progress summary
3. Preliminary (60%), Final (90%) and Final (100%) Plans, quantities and specifications
4. IP Application (to be provided by ERO)
5. Scope and Fee Estimate for Construction Phase Services
6. Basis of Design Report
7. Project files

RESPONSIBILITY OF MPVCOMPARK/UDFCD

1. Provide survey, drawings, and other data relating to the layout and design of the drainage facilities and the development in digital format.
2. Coordinate site access.

PROPOSAL ASSUMPTIONS

1. The proposed design developed in the 20% Conceptual Design phase is the basis for the Final Design Phase work.
2. No public meetings will be conducted.
3. Legal descriptions, adjustments to the plats, or adjustments to the civil plans required to accommodate channel improvements are excluded.
4. Vegetation plans within the riparian/stream corridor and coordination with MPVCompark's landscape architect has been included. Landscape architecture is not included in this scope of work.
5. Maintenance trails will be designed along the stream corridor. In areas downstream of the proposed Belford Ave., where the maintenance trail coincides with proposed, future regional trail, the maintenance trail will be designed to accommodate the future paved regional trail.
6. Design of utilities is not included in this scope of work.



7. CLOMR/LOMR is not included in this scope of work. It is assumed the design will work with the CLOMR already obtained by MPVCompark and Manhard Consulting. The LOMR will be completed as part of construction phase services.
8. Includes leading coordination with the following project stakeholders: Town of Parker, UDFCD, MPVCompark, USACE and Parker Water. Excludes leading coordination with other potential project stakeholders such as E-470 Authority and other private property owners.
9. It is assumed that all channel improvements will be designed based on existing conditions at the site. All future improvements including construction of Belford Ave., 1st Ave. extension and the regional trail will occur after the channel improvements are in place.

Thank you for the opportunity to present our proposal. If you have any questions about the information presented, please contact Lee Rosen by telephone (720.775.6399) or email (lee.rosen@respec.com).

Sincerely,

Lee Rosen, PE, CFM
Project Manager

Attachment

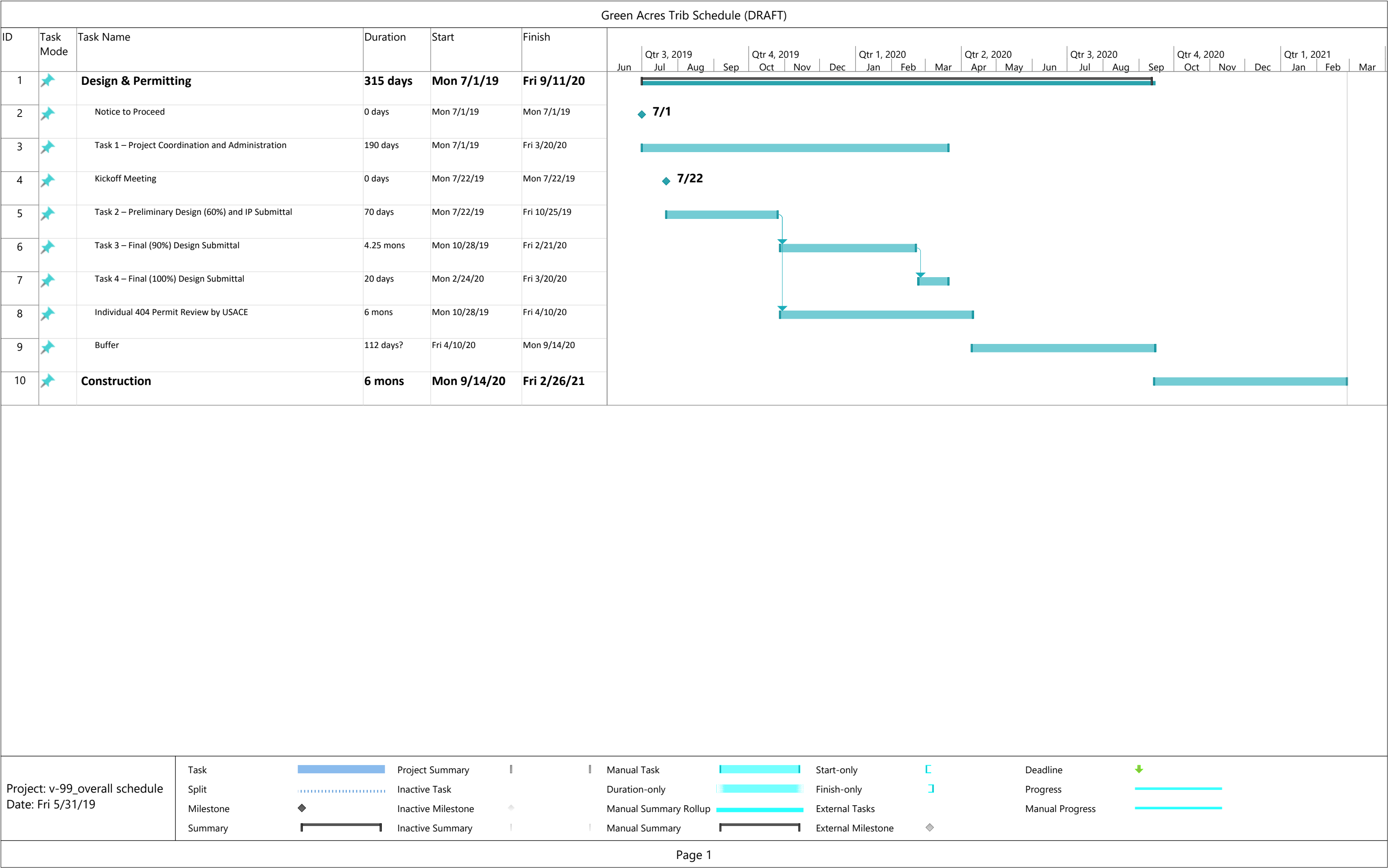


ATTACHMENT A

UDFCD - Green Acres Tributary
RESPEC - Final Design Phase
Fee Estimate - Channel Improvements Design
5/21/2019

Task No	Task Description	DE	LR	WF	AT	Total Hours	Total Cost
		SM	PM	ENG	SS		
		\$ 180	\$ 145	\$ 125	\$ 115		
1	Project Coordination						
1.1	Project Meetings						
	Design Review Meetings (3)	10	15	18		43	\$ 6,225
	Progress Meetings (6)	10	18	28		56	\$ 7,910
	Internal Team Meetings	20	28	14		62	\$ 9,410
1.2	Project Management and Coordination	28	126	0		154	\$ 23,310
Task 1 - Subtotal Hours		68	187	60	0	315	
Task 1 - Subtotal Cost		\$ 12,240	\$ 27,115	\$ 7,500	\$ -		\$ 46,855
2	Preliminary (60%) Design						
2.1	Preliminary (60%) Engineering & Hydraulics	18	45	110	24	197	\$ 26,275
2.2	60% Preliminary Design Plans	14	36	70	104	224	\$ 28,450
2.3	Quantities and Cost Estimate	5	20	36	23	84	\$ 10,945
2.4	Individual Permit (IP) Coordination and Plan Refinement	5	20	40	20	85	\$ 11,100
Task 2 - Subtotal Hours		42	121	256	171	590	
Task 2 - Subtotal Cost		\$ 7,560	\$ 17,545	\$ 32,000	\$ 19,665		\$ 76,770
3	Final (90%) Design						
3.1	Final (90%) Engineering & Hydraulics	12	42	95	12	161	\$ 21,505
3.2	90% Design Plans & Specifications	10	32	60	85	187	\$ 23,715
3.3	Quantities and Cost Estimate	3	10	24	12	49	\$ 6,370
3.4	Basis of Design Report	5	10	36	12	63	\$ 8,230
Task 3 - Subtotal Hours		30	94	215	121	460	
Task 3 - Subtotal Cost		\$ 5,400	\$ 13,630	\$ 26,875	\$ 13,915		\$ 59,820
4	Final (100%) Design						
4.1	Final (100%) Engineering & Hydraulics	5	24	42	5	76	\$ 10,205
4.2	Final (100%) Design Plans & Specifications	5	14	30	36	85	\$ 10,820
4.3	Quantities and Cost Estimate	3	5	6	6	20	\$ 2,705
4.4	Basis of Design Report	3	5	18	5	31	\$ 4,090
Task 4 - Subtotal Hours		16	48	96	52	212	
Task 4 - Subtotal Cost		\$ 2,880	\$ 6,960	\$ 12,000	\$ 5,980		\$ 27,820
5	Scope for Construction Phase						
5.1	Develop Construction Phase Scope/Fee	5	8			13	\$ 2,060
Task 5 - Subtotal Hours		5	8			13	
Task 5 - Subtotal Cost		\$ 900	\$ 1,160	\$ -	\$ -		\$ 2,060
Subtotal RESPEC Hours		161	458	627	344	1590	
Subtotal RESPEC Costs		\$ 28,980	\$ 66,410	\$ 78,375	\$ 39,560		\$ 213,325
Subconsultant Tasks and Firms							
Environmental Permitting (ERO)							\$ 30,900
Cultural Resource Survey and Report Optional Tasks (ERO)							\$ 22,900
Geomorphology (ERC)							\$ 46,608
Geotechnical (AG Wassenaar)							\$ 3,300
Structural (SDG)							\$ 72,073
Survey (Manhard)							\$ 9,300
Subsurface Utility Engineering (USMI)							\$ 11,909
Subtotal Subconsultant Costs							\$ 196,990
Direct Costs (mileage, field equipment, printing)							\$ 500
Subtotal							\$ 410,815
Contingency						10%	\$ 41,082
Total							\$ 451,897

DE = Dorothy Eisenbraun; LR = Lee Rosen; WF=Wyatt Foley; AT = Amy Teigen
SM = Sr. Manager; PM = Project Manager; ENG = Project Engineer; SS = Support Staff



ERO Resources Corporation Proposed Scope of Work Green Acres Tributary Stream Improvements Douglas County, Colorado

May 19, 2019

Background

RESPEC, Inc. (Client), in partnership with Urban Drainage and Flood Control District (District), has requested that ERO Resources Corporation (ERO) prepare a scope of work and fee estimate to perform environmental services for a stream improvement project along a section of Green Acres Tributary at Compark Village in Douglas County, Colorado (project area).

Unavoidable impacts to jurisdictional waters of the U.S., including adjacent wetlands, will result from the project. Impacts to waters of the U.S. are regulated under the Clean Water Act (CWA), which is administered by the U.S. Army Corps of Engineers (Corps). As part of obtaining Section 404 CWA permit authorization from the Corps, the project must comply with the Endangered Species Act (ESA) and the National Historic Preservation Act (NHPA). Based on conversations would require a Section 404 CWA Individual Permit (IP). The following tasks will be completed during the full design phase.

Task 1. Cultural Resource Services

As part of obtaining Section 404 permit authorization from the Corps and evaluating effects on cultural resource, the project must comply with Section 106 of the NHPA. ERO completed a file search of the project area in September, 2018 through the Office of Archaeology and Historic Preservation (OAHP) online COMPASS database. The file search demonstrates that one previously documented potential historic property (5DA560) is located within the project area.

Because the Corps and State Historic Preservation Office (SHPO) continue to develop their approach to Section 106 and their definition of what constitutes “a reasonable and good faith effort” to identify historic properties, this SOW includes costs to conduct a survey and exploratory testing for the area of potential effect (APE). Based on previous experience with UDFCD projects, it is likely that exploratory testing will be required; however, in this SOW the exploratory testing tasks (Tasks 1.2 and 1.3) are optional and would be initiated only when requested by the Corps and/or SHPO.

Task 1.1 Cultural Resource Survey

ERO will conduct a cultural resource survey of the APE. The APE includes 41 acres defined by the limits of construction defined on Figure 1. The purpose of the cultural resource survey is to determine if any additional historic properties listed in or eligible for listing in the NRHP would

be impacted by the proposed undertaking. This task will involve three archaeologists conducting a pedestrian survey by walking systematic transects within the APE to identify and document cultural resources. ERO survey personnel will conform to the Secretary of the Interior's Professional Qualification Standards. All cultural resources encountered will be documented on relevant OAHP site forms, mapped, photographed, and recorded using a submeter GeoExplorer global positioning system (GPS) unit. Cultural resources will be assessed for their eligibility to be listed in the NRHP per 36 Code of Federal Regulations 60.4 of the NHPA, 1966, as amended.

Optional Cultural Resource Tasks

If required by the Corps and/or SHPO, ERO will conduct an exploratory testing program for areas of anticipated ground disturbance containing undisturbed alluvial sediments to evaluate whether buried archaeological deposits exist. Exploratory testing is anticipated because Quaternary-aged sediments are located along Green Acres Tributary that bisect the project area, which have the potential to contain buried cultural deposits. Based on aerial photographs, ground disturbance has occurred in the project area affecting an unknown portion of the Quaternary-aged sediments along Green Acres Tributary; the level of effort for exploratory testing will be determined by survey results including documenting areas of disturbance to determine where exploratory testing should occur, if required. This process will reduce the anticipated cost for exploratory testing (Task 1.2).

Task 1.2 Exploratory Testing

ERO will excavate systematic shovel tests in areas proposed for ground disturbance following guidance provided by the SHPO. Areas of previous disturbance along Green Acres Tributary would not require exploratory testing. A reasonable and good faith identification effort entails the excavation of enough shovel tests to assess whether buried cultural deposits are present along undisturbed portions of the project area and in areas conducive to containing buried archaeological deposits. Shovel tests usually measure 40 centimeters (cm) wide, are spaced 20 to 30 meters (m) apart, and will be excavated in areas of proposed ground disturbance along Green Acres Tributary that contain Holocene-age sediments. A crew of four ERO archaeologists can typically excavate about 14 shovel tests in a day.

Task 1.3 Buried Cultural Deposit Evaluation

ERO will excavate additional shovel tests or a 1-m by 1-m excavation unit if buried cultural deposits are identified and require further evaluation of stratigraphic context. This task provides additional context by which to evaluate findings located during Task 1.2. A maximum of 20 additional shovel tests may be necessary to define the subsurface distribution of buried cultural deposits near the shovel test(s) that exposed buried cultural material. If the exposed cultural deposits represent possible in situ stratified cultural deposits, a test unit measuring 1 m square will be excavated to further evaluate the stratigraphy and significance of the identified buried cultural deposits. ERO

anticipates a maximum of one test unit. If significant cultural deposits are identified that may require data recovery excavation, ERO will contact the Client immediately to discuss the next steps.

Task 1.4 Cultural Resource Inventory Report

ERO will prepare a cultural resource inventory report that conforms to OAHP (state), Secretary of the Interior Standards for Documentation, and federal agency-specific requirements. The report will include figures depicting the project area and tables listing documented cultural resources and their NRHP eligibility and provide project effects determinations and management recommendations. A separate appendix will include completed OAHP site forms and cultural resource site location maps (information exempted from the Freedom of Information Act and prohibited from disclosure to the public).

ERO will use the following sections in the report to meet federal and state standards:

- **Abstract:** Summary of undertaking, cultural resources identified, and their eligibility for listing in the NRHP
- **Introduction:** Description of the project undertaking and location
- **Environmental Overview:** Description of the project area in relation to the natural environment
- **Cultural Context:** Summary of the Prehistoric and Historic context of the area
- **File Search Results:** Summary of previous cultural resource inventories and documented historic properties within the APE, including evaluation of NRHP status (Task 2)
- **Methods:** Details of the field and laboratory methods used
- **Results of Survey and Testing:** Description of shovel test results and eligibility recommendation of cultural resource sites documented during inventory
- **Project Recommendations:** Actions recommended to avoid, minimize, or mitigate significant cultural properties within the APE
- **References Cited**
- **Appendices:** Information exempt from public disclosure

Assumptions

- ERO assumes right-of-entry will be secured prior to fieldwork.
- Ground conditions must be 80 percent free of snow, and any pedestrian survey areas and access roads must be dry to initiate the survey. These stipulations are required by the SHPO and federal agencies.
- In anticipation of the Corps definition of the APE to include the limits of construction, ERO assumes the APE will be defined as a 41-acre area. Should the Corps or Colorado SHPO, require additional survey or testing not already defined in this SOW, ERO will submit a new SOW and cost estimate to complete the additional survey/testing.
- Optional Tasks 1.2 and 1.2: ERO's cost reflects the excavation of a maximum of 48 shovel tests and 1 excavation unit and that subsurface cultural deposits will be identified. ERO anticipates that during implementation of the survey, identified

disturbance areas will limit the maximum number of shovel tests, and if the survey results indicate that less work is required to evaluate the vertical APE, the approach will be reduced accordingly to reflect those findings. If additional shovel tests or test units are necessary to evaluate the vertical APE, ERO will contact the Client immediately after the survey is completed to negotiate a new cost estimate.

- A preliminary review of the general project area demonstrates that prehistoric and historic cultural resources are common in the region. Therefore, this SOW includes the cost of documenting and evaluating one previously recorded site and up to 2 undocumented sites. Should the survey result in the identification of additional resources, ERO will contact the Client immediately after the survey is completed to negotiate a new cost estimate.
- ERO assumes that if any artifacts are recovered during testing, they will be analyzed in the field and returned to their respective shovel test location, and ERO will not be responsible for curation of such artifacts or any associated fees.
- ERO assumes the Corps would conduct SHPO consultation; if requested, ERO will assist in this capacity under a modified task order.
- ERO assumes one round of edits for the draft report and one round of edits for the final report.
- If the project results in a determination of adverse effects and requires resolution, ERO will provide these services under a separate scope of work.

Task 2. Prepare Individual Permit Application

Under this task, ERO will prepare an IP application as required by the Corps. The application will include: a discussion of the purpose and need for the project, a summary of the wetland delineation, and threatened and endangered species assessment conducted for the project; cultural resources survey report; an alternatives analysis; information on grading, structures, and best management practices (BMPs) provided by the Client and a compensatory wetland mitigation plan.

ERO will coordinate with the Client on what information ERO requires for the application. Typical information includes plan and profile views, cross sections, basic sediment and erosion control plan, figures showing and quantifying impacts to jurisdictional areas, quantities of fill material below the ordinary high water mark, details, and background information on other approval requirements (e.g., those of the Federal Emergency Management Agency), and a discussion of the purpose of, and need for, the project.

Based on the Corps and EPAs' final Compensatory Mitigation (73 Fed. Reg. 19670 (April 10, 2008)), more emphasis is being placed on offsetting environmental losses resulting from unavoidable impacts to waters of the U.S. authorized by Corps permits, including minimize temporary impacts to and permanent loss of woody vegetation within project area. This task includes coordinating with the Client to develop a wetland mitigation and overall revegetation plan, including tree and shrub mitigation recommendations for the project area. ERO will

provide recommendations on plant material and develop native seed mixes for areas disturbed by the project. ERO will also assist the Client with reviewing product submittals such as seed mixes and soil amendment analyses based on preliminary soil testing.

ERO assumes that the Client and/or Engineer will be responsible for the AutoCAD drawings and will prepare construction documents and specifications, prepare the construction impact figures, and calculate impacts to wetlands and waters on the project area.

This task includes one revision to finalize the IP, including reviewing all documents and figures for technical and editorial accuracy.

Products

- Seed mixes, plant lists, and revegetation notes delivered to the Client via email.
- Draft IP submittal documents delivered to the Client via email.
- Final IP submittal documents, includes one hard copy mailed the Corps and one hard copy mailed to the CDPHE – Water Quality Control Division, and a PDF document emailed to the Client.

Assumptions

- The Client will provide ERO with electronic and PDF project plan sets and prepare the wetland impact maps.
- No threatened or endangered species habitat occurs in the project area and consultation with the Service on depletions will not be required for the project.
- Consultation regarding depletions to the South Platte River will not be required by the Corps and FWS.
- This SOW includes with one round of project impact calculations based on the project plan set and AutoCAD drawings provided by the Client. Should design plan changes occur after project impact calculations have been completed, revisions would be considered an additional service and ERO will provide a new cost estimate to complete these services.
- One revision to the IP submittal document.

Task 3. Comment Resolution and IP Review

With collaboration from the Client, ERO will compile and respond to comments provided by regulatory agencies and the public. This task also includes a review of the draft IP document provided by the Corps. ERO will review the accuracy of the permit's project description and figures. ERO will also review the proposed special conditions of the permit to determine if any unexpected or unreasonable conditions are proposed by the Corps. ERO will also review the final construction drawings and specifications and will provide input for compliance with the special conditions of the IP and CWA 401 water quality certification. ERO will provide the Client with a memorandum summarizing any concerns with the proposed permit conditions and comments on the final construction drawings and specifications.

Products

- One response to comments delivered to the Client and Corps via email.
- Permit review memorandum delivered to the Client via email.
- Comments on final construction drawings and specifications delivered to the Client via email.

Assumptions

- During the permit process, the Corps or other entity will not require major changes to the project that will require redesign of the project.

Task 4. Project Management, Coordination, and Meetings

ERO will coordinate with the Client during the 100% design phase. This includes meeting with the Client and UDFCD to discuss the IP application and proposed design. ERO assumes that up to three meetings with the Client to discuss project plans and permitting requirements will be required. This task also includes participating in up to three internal coordination conference calls, emails, and other coordination needed during the project.

Products

- Participate in three internal coordination conference calls
- Attend three meetings with the Client and design team.

Task 2. Stream and Wetland Functional Assessment

The Corps is currently implementing a stream functional assessment method that will be required for all IP applications and some Nationwide permit applications. It is likely the Corps will require this analysis for this project. ERO will lead and assist the project team with an analysis of stream functions using the Stream Quantification Tool (SQT). ERO will complete the riparian vegetation forms for the existing conditions SQT analysis, with other project team members completing the hydrology, hydraulics, and geomorphology forms. ERO will summarize the results of the SQT analysis in the IP application (Task 2).

ERO will also conduct a functional assessment of any wetlands found within the project area using the Functional Assessment of Colorado Wetlands Method (FACWet). FACWet data sheets will be completed using the standard practices outlined in the FACWet manual. FACWet results will be incorporated into the IP application (Task 2).

Products

- Draft and final SQT worksheets and forms
- FACWet analysis
- Summary of analysis included in the IP application (Task 2)

Assumptions

- The project team will complete the geomorphological forms required for the SQT analysis.
- This cost is based on the Wyoming SQT manual. If there are significant differences between the Wyoming and Colorado SQT (just recently released), a new scope of work will be prepared.
- This is assuming there will be at most two separate reaches analyzed. If additional reaches are necessary, a new scope of work will be prepared.

Estimated Costs

Tasks 1 through 5 will be completed on a times a time-and-materials basis for a cost not to exceed \$53,800.00 (see below for breakout), including expenses billed at cost plus 6%. If Optional Tasks 1.2 and 1.3 are not included, Tasks 1 through 4 w will be completed on a times a time-and-materials basis for a cost not to exceed \$30,900.00

Tasks 1.1 and 1.4. Cultural Resource Survey and Report	\$11,800.00
Optional Tasks:	
Task 1.2. Exploratory Testing (if necessary)	\$11,900.00
Task 1.3. Buried Cultural Deposit Evaluation (if necessary)	\$3,300.00
Tasks 1.2 and 1.3. Reporting	\$1,700.00
Task 2. Prepare Individual Permit Application	\$6,500.00
Task 3. Comment Resolution and IP Review	\$2,500.00
Task 4. Project Management, Coordination, and Meetings	\$3,500.00
Task 5. Stream and Wetland Functional Assessments	\$4,500.00
Total (including optional Tasks 1.2 and 1.3)	\$53,800.00
Total (not including optional Tasks 1.2 and 1.3)	\$30,900.00



Ecological Resource Consultants, Inc.

35715 US Hwy. 40, Suite D204 ~ Evergreen, CO ~ 80439 ~ (303) 679-4820

September 20, 2018

Dorothy Eisenbraun
Sr. Project Manager
RESPEC
720 S. Colorado Blvd., Suite 410S
Denver, CO 80246

**RE: ERC Work Scope for Green Acres Channel – Final Design
Parker, Colorado**

Dear Dorothy,

Ecological Resource Consultants, Inc. (ERC) is pleased to provide this work scope for providing input into the final design for the Green Acres Tributary in Parker, CO. ERC's work would supplement the overall drainage and site development planning being completed by RESPEC.

ERC's work under this proposal would include work to progress the selected channel alternative from the 20% conceptual level to a final design. As part of our work ERC would be assisting with development of stream alignment, profiles, cross sections, grade control features, channel vegetation and related details. The intent is to ensure the design is compatible with Urban Drainage and Flood Control District's (UDFCD) low maintenance channel design. ERC's work will contribute to the overall plan being prepared by RESPEC. Ultimately the design will be taken to the final design level as part of this work scope with the intent that ERC will provide input and support while Respec will produce the final design package.

Scope of Work

Task 1 – Technical Evaluation

ERC will complete a technical evaluation of the geomorphologic parameters that will inform the final design. The evaluation will include hydraulic and sediment supply/transport analyses. To support our evaluation it is assumed that we will be provided with the following data:

- Existing and developed site topo
- Drainage plans
- Geotechnical report for the site including soil types and groundwater levels in the channel alignment
- Existing conditions flows for the following rainfall/recurrence interval events
 - o 0.1" rainfall
 - o 0.25" rainfall
 - o 0.5" rainfall
 - o 0.75" rainfall
 - o 1.0" rainfall



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- o 1.25" rainfall
 - o 1.5" rainfall
 - o 2" rainfall
 - o Q2
 - o Q5
 - o Q10
 - o Q25
 - o Q50
 - o Q100
- Future conditions flows for the same precipitation/recurrence interval events as required for existing conditions

Work Product – ERC's analysis in support of the design will be compiled and incorporated into the basis of design report (Task 4), as appropriate.

Task 2 – 60% Design Plans

ERC will develop information for the 60% design submittal. It is intended that this submittal will include sufficient detail for Army Corps permitting. ERC's ecologists will work in concert with the channel design to develop a planting plan that is consistent with the natural channel design process. Hydrologic regimes of the channel for both existing and future conditions will be evaluated. Based on flow patterns we will develop zonation of native plantings that work with hydrologic zones and provide natural armoring for overbank flows.

Specific items to be included in ERC's design include:

- Channel alignment
- Channel profile
- Stream cross sections (variable cross sections expected for different locations along the channel)
- Overbank terrace cross sections
- Details for grade control such as step pools or riffle pools
- Details for in channel bank stabilization
- Recommendations for riparian vegetation

Work will be done in coordination with Respec and other design team members to ensure that ERC's channel design accounts for site constraints, road crossings or other land use requirements

Work Product – ERC will generate stream and channel vegetation information that we will provide to Respec for incorporation into the overall design package. Drawings will be taken to 60% design level.



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Task 3 – Final Design Plans

Based on feedback and additional evaluation, the 60% design plan will be refined to create the final design plans. As part of the final plans ERC will develop notes and specifications required for construction.

As part of the final design task ERC will evaluate temporary stabilization measures that are recommended during plant establishment periods and aid in other BMP design as appropriate.

Work Product – ERC will refine drawings and generate applicable construction specifications for inclusion into the overall final design package by Respec.

Task 4 – Basis of Design Report

ERC will generate a basis of design report. The report will present information on technical analyses that informed the design.

Work Product – ERC will provide a draft report for review and comments. Comments received will be addressed in a final report.

Task 5 – Coordination, Meetings and Project Management

Throughout the course of the project ERC will coordinate with RESPEC, other project team members and UDFCD to ensure the design fits within the overall constraints of the site development and is compatible with UDFCD expectations. We anticipate that these project meetings will generally occur via phone. We have assumed a total of six (6) in person project meeting throughout the duration of the work and 10 project team teleconferences throughout the duration of the work. As part of this task, ERC will also generate monthly invoices and project summaries as appropriate throughout the project.

Work Product – Monthly invoices and project summaries.

Task 6 – SQT Assistance

ERC will assist the project team with the SQT in support of project permitting. For this effort ERC will lead the hydrology, hydraulics and geomorphology components of the assessment. It is assumed that other team members will lead the overall SQT preparation and submittal. Specific components of ERC's work will include:

- Reach Runoff – ERC will work with RESPEC to define existing and future land use coefficients, impervious cover and concentrated flow points. As part of this task ERC will complete the Project Reach Form Section II(b).
- Floodplain Connectivity – ERC will quantify bank height ratio and entrenchment ratio of existing conditions and complete the Rapid Survey Form. For proposed conditions ERC will work with



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RESPEC to define bank height ratio and entrenchment ratio based on design plans and hydraulic modeling of proposed cross sections.

- Lateral Migration – ERC will quantify existing lateral migration potential either based on the BEHI/NBS and streambank erosion indices or Greenline Stability rating. The final selection of metrics will be based on field observations. For existing conditions ERC will work with RESPEC to define the same parameter based on design geometry. The optional Percent Armoring will also be used as part of this parameter quantification. The lateral migration form and Project Reach Form Section II(c) will be completed as part of this assessment
- Bed Form Diversity – Pool spacing, pool depth ratio and percent riffles will be defined for existing conditions based on observed field conditions and estimated from current design plans. The Rapid Survey Form will be utilized for data collection.

In addition to field work and quantifying results, ERC will coordinate with the team as required to help with the overall SQT submittal.

Work Product – Relevant field forms and summaries.

Cost Estimate

ERC has prepared a table showing the estimated time and costs associated with the five work tasks above. Note that ERC has used 2019 billing rates for this work given the anticipated timing for completion. Based on our best estimates given our current understanding, we believe that this final design work will cost \$46,608.

A detailed breakout of estimated hours and costs by task is provided in **Table 1**.

If you should require any further information at this time or have any questions regarding this proposal, please do not hesitate to contact me.

Sincerely,

Ecological Resource Consultants, Inc.

Troy Thompson, President



Ecological Resource Consultants, Inc.

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	Professional Services					Direct Expenses				Total Project Costs
Personnel	TT	RH	KM	Total Hours	Labor Cost	Miscell	Repro	Travel, Lodging, Per Diem	Total Direct	
Rate (\$/hr)	\$172	\$129	\$98							
Task	Sr. PM	Proj. Eng	Ecol							
Technical Evaluation	24	40	16	80	\$ 10,856	\$ 50	\$ -	\$ -	\$ 50	\$ 10,906
Flow, Sediment and Veg Assessment	24	40	16	80	\$ 10,856	\$ 50	\$ -	\$ -	\$ 50	\$ 10,906
60% Design	12	32	8	52	\$ 6,976	\$ 50	\$ -	\$ 100	\$ 150	\$ 7,126
Complete Design Assistance	12	32	8	52	\$ 6,976	\$ 50	\$ -	\$ 100	\$ 150	\$ 7,126
Final Design	8	24	6	38	\$ 5,060	\$ -	\$ -	\$ -	\$ -	\$ 5,060
Complete Design Assistance	8	24	6	38	\$ 5,060	\$ -	\$ -	\$ -	\$ -	\$ 5,060
Basis of Design Report	6	12	4	22	\$ 2,972	\$ -	\$ 50	\$ -	\$ 50	\$ 3,022
Report Preparation	6	12	4	22	\$ 2,972	\$ -	\$ 50	\$ -	\$ 50	\$ 3,022
Coordination, Meetings and Mgnt	60	16	8	84	\$ 13,168	\$ -	\$ 50	\$ 300	\$ 350	\$ 13,518
General Management and Mtgs	60	16	8	84	\$ 13,168	\$ -	\$ 50	\$ 300	\$ 350	\$ 13,518
SQT Assistance	8	32	14	54	\$ 6,876	\$ -	\$ -	\$ 100	\$ 100	\$ 6,976
Preparation, Field Work and Summaries	8	32	14	54	\$ 6,876	\$ -	\$ -	\$ 100	\$ 100	\$ 6,976
Totals	118	156	56	330	\$ 45,908	\$ 100	\$ 100	\$ 500	\$ 700	\$ 46,608

Lee D. Rosen

From: Dorothy Eisenbraun
Sent: Thursday, January 31, 2019 4:09 PM
To: Lee D. Rosen
Subject: FW: Green Acres Tributary - additional geotech

Importance: High

DOROTHY EISENBRAUN, PE

720.775.6411 office // 303.807.6024 cell

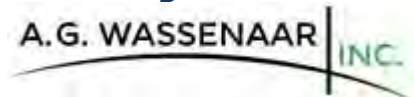
From: Keith Seaton <seatonk@agwco.com>
Sent: Thursday, January 31, 2019 1:45 PM
To: Dorothy Eisenbraun <dorothy.eisenbraun@respec.com>
Subject: RE: Green Acres Tributary - additional geotech
Importance: High

Dorothy,

The fee for drilling an additional test boring on the Green Acres tributary with laboratory testing and a letter presenting the new data would be \$1,200.00. If engineering recommendations are required, that will go to about \$2,100.00.

Sorry for the delay, I got "volunteered" to cover some other things.

Keith D. Seaton, P.E.
Senior Engineer



2180 South Ivanhoe Street, Suite 5
Denver, Colorado 80222
Office 303.759.8100
Fax 303.756.2920
seatonk@agwco.com

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From: Dorothy Eisenbraun <dorothy.eisenbraun@respec.com>
Sent: Thursday, January 31, 2019 1:40 PM
To: Keith Seaton <seatonk@agwco.com>
Subject: FW: Green Acres Tributary - additional geotech

Keith –

Touching base on the Green Acres Trib. additional exploration estimate. We are needing to provide our initial estimate to UDFCD/Town of Parker today. Let me know if you are not able to provide an estimate by the end of the day.

Thanks,

DOROTHY EISENBRAUN, PE

720.775.6411 office // 303.807.6024 cell

From: Dorothy Eisenbraun
Sent: Tuesday, January 29, 2019 3:02 PM
To: seatonk@agwco.com
Cc: Lee D. Rosen <lee.rosen@respec.com>
Subject: Green Acres Tributary - additional geotech

Keith –

Thank you for speaking with me regarding the Green Acres Trib. Project. I appreciate your willingness to provide a quick quote for drilling one additional drill hole, laboratory work and analysis that may be required to supplement the work completed by A. G. Wassenaar under contract to MPV Compark in March 2016. As we discussed, your quote will be included in the scope and fee RESPEC is developing for final design of the Green Acres Tributary. Our contract will be through UDFCD. The additional boring, if needed, would be in the area highlighted on the attached graphic.

Please call if you have any questions.

Thanks again -

DOROTHY EISENBRAUN, PE

Senior Project Manager

RESPEC

720 S. Colorado Blvd., Suite 410S

Denver, CO 80246

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respec.com

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January 30, 2019

Dorothy Eisenbraun, PE
RESPEC
720 S Colorado Blvd, Suite 410S
Denver, CO 80246

Re: Proposal for Structural Engineering Final Design Services
Double-Cell 12 Ft. by 4 Ft. Box Culvert and Wingwalls
Green Acres Tributary Channel Improvements, Town of Parker, Colorado
SDG Reference No. P19-05

Dear Dorothy:

Thank you for the opportunity to work with RESPEC on the Green Acres Tributary Channel Improvements. We received your initial description of the structural engineering services needed, the conceptual proposed channel layout, upstream channel sections, Geotechnical Study by A.G. Wassenaar, Inc., draft scope of services description and Alternative #4 Box Culvert Site Plan on January 28, 2019. This proposal letter presents our understanding of the structural engineering services needed and our estimated fees.

We understand that the structure consists of a double-cell 12 ft. wide by 4 ft. high box culvert with perpendicular headwall and four diagonal wingwalls extending from the 4 corners of the box culvert at approximately 45 degrees. The box culvert double-barrel is planned to be 65 ft. long extending along the Green Acres Tributary. Each of the four wingwalls have been assumed to be approximately 45 ft. long with a maximum height of 10 ft. A steel safety railing will need to be provided for the top of the headwalls and wingwalls and we have assumed this railing will be a simple vertical picket railing with gaps between the pickets of slightly less than 4 inches.

SDG will assist with investigating the availability of precast concrete box culvert sections of this size and assist with a comparison of precast and cast-in-place alternatives on a preliminary basis prior to final design. For the purposes of the estimated final design services to be provided, we are assuming that a cast-in-place box culvert will be selected. We will provide the structural designs of the box culvert, headwalls and wingwalls and provide the related structural plans and details. We are assuming that no special concrete finishes will be required besides simple smooth surfaces. We will also provide the design and detailing for the above-described steel pedestrian railing (designed for pedestrian loads only). We anticipate that 8 structural drawings will be prepared for these items.

SDG will also prepare the structural Cast-in-Place Concrete, Formwork, Reinforcing Steel and Structural Steel sections of the technical Specification for this project. For the purposes of this proposal, we have assumed that we will be able to use our familiar base structural Specifications sections in CSI format for these Specifications.

We have allowed time for participation in a Design Team Kick-off Meeting, two (2) Design Team and/or Progress Meetings and three (3) Design Review Meetings with the project stakeholders. We are also planning on submittals at the 60% and 90% level designs for review and for a final 100% submittal for bidding.

We propose to provide the above services on an hourly basis plus expenses. We anticipate that these services will result in hourly charges of approximately \$72,073 based on the attached spreadsheet with scope descriptions and estimates of man-hours and fees. Our charges will not exceed this amount without prior authorization from RESPEC.

We understand that there will be another future drainage structure downstream of the box culvert described above that will carry the Green Acres Tributary channel flows under the proposed future Belford Avenue, but that this structure will be designed and constructed by others at some future date. We also understand that there will likely be other retaining walls needed along the sides of other portions of the channel, but that these structures will be designed and constructed by others at some future date. There will likely be some coordination between RESPEC, the Town of Parker, Urban Drainage and Flood Control District (UDFCD), and the developer during the design of the above described channel improvements and box culvert structure in order to determine if there are any effects of the adjacent development on the design of the box culvert and wingwalls. We have not included any SDG time for the design of additional structures or significant coordination efforts with other parties. However, we are available to assist with the design and/or detailing of other structures if needed. These services would involve additional hourly charges.

We understand that RESPEC will be providing the site civil and hydraulic designs and drawings, including the design and layout of the channel improvements, sizing of the detention pond, the design of drop structures, etc. We have not included any time for assisting with the drop structures, but we are available to assist with these if necessary. These services would involve additional hourly charges.

We have performed a cursory review of the Geotechnical Study report dated March 18, 2016, which was prepared by A.G. Wassenaar, Inc., and it appears that we will need to have additional boring(s) and supplemental geotechnical design parameters provided in order for us to provide the design for the box culvert and wingwalls. We have included time in our estimate to help facilitate obtaining these additional geotechnical services. However, we have assumed that A.G. Wassenaar will be retained by RESPEC or others, so we have not included any time for their services in our estimate. We are also assuming that the box culvert base slab can be designed as a mat foundation and the wingwalls will have spread footing foundations. Design of other foundations systems, such as drilled piers, are not included.

The above services do not include structural engineering services during the Bidding and Construction Phase. The types of services normally provided by SDG during the Bidding and Construction Phase are: participation in the Pre-Bid and Pre-Construction Meetings; review and response to bidders' questions, review of structural shop drawings and other submittals; field observations of reinforcing steel and slab concrete placements during key times of construction; participation in Pre-Placement Planning Meetings if necessary; consultations by telephone during construction for structural clarifications; review of concrete test records; and assistance with the preparation of As-Recorded Drawings for UDFCD and the Town's records.

We are available to assist with the above types of services during the Bidding and Construction Phase of the structures for this project on an hourly basis and we certainly recommend that these services be provided to maintain continuity during the construction of the project. The types of services and the level of services to be provided by SDG during this Bidding and Construction Phase are very dependent on the agreed upon level of services desired by the Town, UDFCD and RESPEC for this project, and the quality of the construction work as it progresses. The actual services to be required will be very dependent on these items and will end up either less or more than any estimated projections. Once the final design is completed and consultations can take place on the level of services desired by the Town, UDFCD and RESPEC, a projection of the anticipated services can be prepared. This estimate will be based on our previous experience with other projects and clients on structures of this size, our interpretation

SDG Incorporated
January 30, 2019
Page 3 of 3

(assumptions) of the level of services then desired by the Town, UDFCD and RESPEC for this project, and the anticipated (estimated) level of effort to be necessitated by the quality of the contractor's submittals and construction work on this project. The estimated level of services will need to be jointly prepared and reviewed to determine if it is consistent with the needs and desires of this project.

Please review this proposal to determine if the proposed structural engineering final design services are consistent with the needs of RESPEC, UDFCD and the Town on this project. If these services are acceptable, we can prepare our Authorization for Professional Services for your review.

Let us know if you have any questions or clarifications. We want to make sure that we are providing the scope of services that you desire. We look forward to continuing to work with you by providing the structural engineering services on this project.

Respectfully submitted,

SDG Incorporated

Eugene M. Schaefer, PE, PMP
Associate Principal

Enclosure – SDG Fee Proposal with Scope Details and Assumptions

Town of Parker
Green Acres Tributary Channel Improvements
Preliminary and Final Design Phase Services
UDFCD/RESPEC
SDG INCORPORATED (SDG Proposal No. P19-05)

January 30, 2019

MAN-HOUR AND FEE ESTIMATE									
Task and Scope Description	Man-Hours						Cost		
	Ass. Princ.	Proj. Engr.	Ds. Engr. II	Sr. CAD Dr.	Adm. Asst.	Total	Labor	Expense	Total
Hourly Billing Rate	\$192.00	\$156.00	\$136.00	\$111.00	\$76.00				
TASK 1 - PROJECT COORDINATION									
Project Meetings									
Design Team Kick-off Meeting (1)	3					3	\$576.00	\$8.00	\$584.00
Design Team Meetings and/or Progress Meetings (2)	6					6	\$1,152.00	\$22.00	\$1,174.00
Design Review Meetings (3)	12					12	\$2,304.00	\$33.00	\$2,337.00
Initial Coordination and Design Criteria Establishment									
Initial Consultations with RESPEC	3					3	\$576.00		\$576.00
Review RESPEC channel and culvert layout drawings	2	2				4	\$696.00		\$696.00
Input regarding needs for additional geotechnical	2					2	\$384.00		\$384.00
Review supplemental geotechnical report	2	2				4	\$696.00		\$696.00
Clarifications with geotechnical engineer	2					2	\$384.00		\$384.00
Establish initial culvert structure design parameters	6	4				10	\$1,776.00		\$1,776.00
Project Data and File Management	6	4				10	\$1,776.00		\$1,776.00
Ongoing Consultations/Coordination with RESPEC	9					9	\$1,728.00		\$1,728.00
Project Management and Supervision	12					12	\$2,304.00		\$2,304.00
Task 1 Subtotal	65	12				77	\$14,352.00	\$63.00	\$14,415.00
TASK 2 - PRELIMINARY DESIGN									
Evaluate Box Culvert Alternatives									
(Assume double-cell 12' wide X 4' high box culvert)									
Investigate availability & layout of precast structure	6					6	\$1,152.00		\$1,152.00
(Assume prel. design and material estimate by									
manuf. and labor estimate by UDFCD contractor)									
Preliminary layout and design of cast-in-place culvert									
(Assume reinforcing steel not shown)									
Preliminary design of box culvert concrete section	1	9				10	\$1,596.00		\$1,596.00
Layout preliminary box culvert plan & cross section	2	4		6		12	\$1,674.00		\$1,674.00
Projection of wingwall sizes based on single design	3	4				7	\$1,200.00		\$1,200.00
Layout typical preliminary wingwall plan & elevation	2	4		5		11	\$1,563.00		\$1,563.00
(Assume preliminary estimate by UDFCD contractor)									
Prepare Brief Summary Comparison of Alternatives	4					4	\$768.00		\$768.00
Preliminary level (60%) design and drawings									
Preliminary structural design of cast-in-place box culvert	2	14				16	\$2,568.00		\$2,568.00
Preliminary layout and detailing of cast-in-place culvert	2	9		12		23	\$3,120.00		\$3,120.00

Preliminary structural design of headwall	1	2			3	\$504.00		\$504.00
Preliminary layout and detailing of headwall	1	3		4	8	\$1,104.00		\$1,104.00
Preliminary structural design of wingwalls	2	9			11	\$1,788.00		\$1,788.00
(Assume maximum 10 ft. high & 45 ft. long wingwalls)								
Preliminary layout and detailing of wingwalls	2	14		18	34	\$4,566.00		\$4,566.00
(Including upstream and downstream elevations)								
(Assume simple/smooth exposed concrete finishes)								
Preliminary detailing of construction and control joints	1	3		4	8	\$1,104.00		\$1,104.00
Preliminary design of headwall and wingwall railings	1	5			6	\$972.00		\$972.00
(Assume pedestrian only railing loadings)								
Preliminary detailing of headwall and wingwall railings	2	6		8	16	\$2,208.00		\$2,208.00
Prepare preliminary culvert/wingwall corner details	2	4		6	12	\$1,674.00		\$1,674.00
Prepare preliminary cutoff wall detail	1	1		3	5	\$681.00		\$681.00
Print and issue Preliminary Level (60%) Drawings for review	3	3		3	9	\$1,377.00		\$1,377.00
Prepare preliminary level (60%) draft Specifications	8				8	16	\$2,144.00	\$2,144.00
(Assume use SDG Specifications in CSI format)								
Engineer's Estimate of Probable Construction Costs (Struc.)	2	8			10	\$1,632.00		\$1,632.00
Task 2 Subtotal	48	102		69	8	227	\$33,395.00	\$33,395.00
TASK 3 - FINAL (90% AND 100%) DESIGN								
Final level (90%) design and drawings								
Final structural design of cast-in-place box culvert	1	12			13	\$2,064.00		\$2,064.00
Final layout and detailing of cast-in-place culvert	2	8		10	20	\$2,742.00		\$2,742.00
Final structural design of headwall	1	1			2	\$348.00		\$348.00
Final layout and detailing of headwall	1	2		3	6	\$837.00		\$837.00
Final structural design of wingwalls	2	8			10	\$1,632.00		\$1,632.00
(Assume maximum 10 ft. high & 45 ft. long wingwalls)								
Final layout and detailing of wingwalls	1	12		16	29	\$3,840.00		\$3,840.00
(Including upstream and downstream elevations)								
(Assume simple/smooth exposed concrete finishes)								
Final detailing of construction and control joints	1	2		3	6	\$837.00		\$837.00
Final design of headwall and wingwall railings	1	4			5	\$816.00		\$816.00
(Assume pedestrian only railing loadings)								
Final detailing of headwall and wingwall railings	1	4		6	11	\$1,482.00		\$1,482.00
Final culvert/wingwall corner details	1	2		4	7	\$948.00		\$948.00
Final cutoff wall detail	1	1		2	4	\$570.00		\$570.00
Respond to comments on 60% Drawings and Specifications	4	2			6	\$1,080.00		\$1,080.00
Print and issue Final Level (90%) Drawings for Review	3	3		3	9	\$1,377.00		\$1,377.00
Prepare final level (90%) Specifications for review	8				6	14	\$1,992.00	\$1,992.00
(Assume use SDG Specifications in CSI format)								
Engineer's Estimate of Probable Construction Costs (Struc.)	1	3			4	\$660.00		\$660.00

Respond to comments on 90% Drawings and Specifications	4	2			6	\$1,080.00		\$1,080.00
Print and issue Final Level (100%) Drawings for Bidding	2	2		2	6	\$918.00		\$918.00
Prepare final level (100%) Specifications for Bidding (Assume use SDG Specifications in CSI format)	2				4	\$536.00		\$536.00
Engineer's Estimate of Probable Construction Costs (Struc.)	1	2			3	\$504.00		\$504.00
Task 3 Subtotal	38	70		49	8	165	\$24,263.00	\$24,263.00
Total	151	184		118	16	469	\$72,010.00	\$63.00
	32.20%	39.23%		25.16%	3.41%	100.00%		

Basis of Estimate - Assumptions:

Consider alternatives for rectangular precast and cast-in-place box culverts only
Assume preliminary alternatives analysis comes up with concrete thicknesses only
Assume UDFCD contractor partner assists with preliminary alternatives analysis
Size of box culvert: 2 cells at 12' wide X 4' high and 65 ft. length
Assume wingwalls are a maximum of 45 ft. long and 10 ft. high and all wingwalls similar
Assume final design utilizes cast-in-place concrete box culvert, headwalls and wingwalls
Assume box culvert parallel to channel and headwalls perpendicular to culvert
Assume no special concrete finishes (smooth concrete only)
Assume simple vertical steel picket railing for headwalls and wingwalls
Assume railings will be designed for pedestrian loadings only
Assume no SDG structural services needed for drop structures or other site retaining walls
Assume use SDG Specifications using CSI format
Assume only relatively minor comments on Drawings and Specifications
Assume that the box culvert base slab will be designed as a mat foundation
Assume that the wingwalls will have spread footing foundations

Exclusions:

Future drainage structure at Belford Avenue channel crossing
Retaining walls other than box culvert wingwalls
Architectural sketches and renderings
Special concrete finishes
Load rating analysis for structure
Engineering services during the Construction Phase
Design of deep foundations, such as drilled piers or piles

Anticipated List of Drawings

<u>Dwg. No.</u>	<u>Title</u>
S1	General Structural Notes and Abbreviations
S2	Box Culvert and Wingwalls Overall Structural Plan
S3	Upstream HW & WW Partial Plan and Elevations
S4	Downstream HW & WW Partial Plan and Elevations
S5	Box Culvert Section, Headwall and Cutoff Section
S6	Wingwall Sections and Details
S7	Miscellaneous Partial Plans, Sections and Details
S8	Railing Typical Elevation, Section and Details



Civil Engineering
Surveying
Water Resources Management
Construction Management

January 29, 2019

Mr. Lee Rosen, PE, CFM
RESPEC
720 South Colorado Boulevard, Suite 410-S
Denver, CO 80246

**RE: PROPOSAL FOR SURVEYING SERVICES
COMPARK SOUTH, FILING NO. 1 - GREEN ACRES TRIBUTARY
PARKER, COLORADO**

Dear Mr. Rosen:

We appreciate the opportunity to submit a proposal to provide surveying services to RESPEC as agent for the, Owner of the subject property. Services are in connection with the development plan for the proposed Compark South, Filing No. 1 - Green Acres Tributary improvements located in Parker, Colorado, in accordance with the attached sketch plan prepared by Client. Manhard Consulting (Manhard) offers to provide the following services:

SCOPE OF SERVICES

I. TOPOGRAPHIC SURVEY PHASE

This fee would include:

Provide as-directed topographic surveying services on a time and material basis as required for civil engineering design in accordance with the attached preliminary plan.

OFFICE SUPPORT RATE PER DAY / BUDGET \$1,290
FIELD CREW RATE PER DAY / BUDGET \$1,215

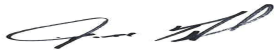
We have included "Exhibit A", which details services not included in the scope of this Proposal. If you would like to add any of the listed additional services, please notify us and we will revise this Proposal accordingly.

The terms of the attached "General Terms & Conditions" dated January 26, 2015, which Client hereby acknowledges receiving, are incorporated and made a part of this Proposal. The lump sum fees for all services to be completed that are not authorized to begin by December 31, 2019 will be increased by 5 percent per annum. If the above is acceptable, please have this Proposal executed. We will begin work as soon as we receive an executed copy of this Proposal. This Proposal will be null and void if not accepted by June 30, 2019.

Thank you again for the opportunity to submit this Proposal. Should you have any questions, please do not hesitate to contact us.

Yours truly,

MANHARD CONSULTING



James M. Roake, P.L.S.
National Director of Land Surveying



Brian J. Pfohl, P.L.S.
Survey Project Manager

The undersigned is the (a) _____ actual owner of record of the property; (b) _____ authorized agent of the owner of the property; (c) _____ contract purchaser of the Property; (d) _____ general contractor (e) _____ uncertain

If (b), (c), (d) or (e) is checked, the property owner's name and address is _____.

ACCEPTED: RESPEC

By: _____
(Authorized Representative)

(Printed Name)

TITLE: _____

DATE: _____

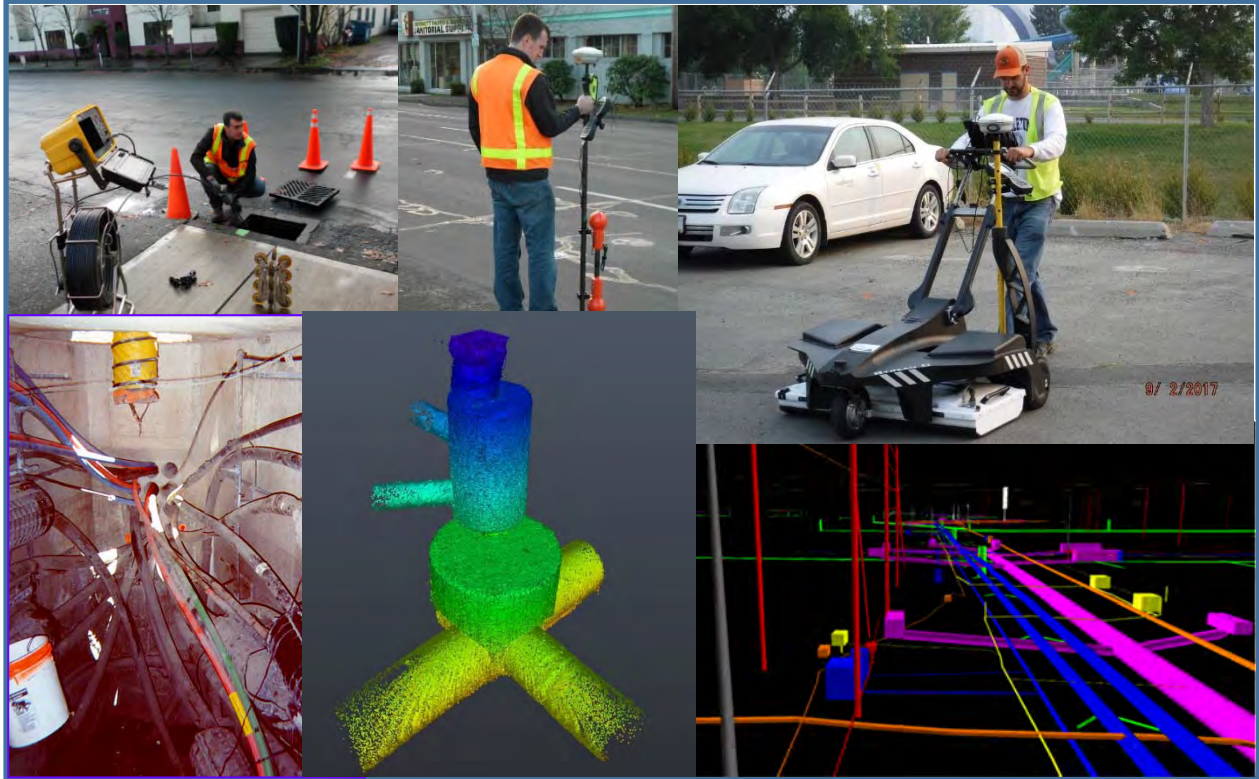
EXHIBIT A ADDITIONAL SERVICES

Additional services (including, but not limited to those listed below) shall be performed by Manhard, if requested, at an additional cost ("Additional Services"). The following services or items are not included within the scope of work outlined in this PROPOSAL to which this is attached unless specifically set forth therein. Such additional services shall be provided either for an agreed upon Lump Sum Fee or on a Time and Material Basis, subject to the rates as listed below:

SCHEDULE OF TIME AND MATERIAL RATES FOR 2019

<u>CATEGORY</u>	<u>CURRENT HOURLY RATES</u>
President	\$200.00
Executive Vice President	\$200.00
Vice President	\$190.00
Operations Manager	\$175.00
Senior Project Manager	\$160.00 - \$215.00
Director	\$155.00
Project Manager	\$140.00 - \$150.00
Project Engineer	\$115.00 - \$140.00
Senior Design Technician	\$120.00
Staff Engineer	\$95.00 - \$105.00
Design Technician	\$93.00 - \$110.00
Engineering CADD/G.I.S. Technician	\$60.00 - \$110.00
Senior Planner	\$125.00 - \$180.00
Staff Planner	\$80.00 - \$120.00
Landscape Designer/Architect	\$85.00 - \$150.00
Senior Construction Manager	\$135.00
Project Surveyor	\$125.00
Construction Manager/Coordinator	\$105.00 - \$118.00
Staff Surveyor	\$110.00
Survey/Construction Technician	\$90.00
Construction Inspector	\$70.00 - \$90.00
High Definition Scanning Technician	\$110.00
High Definition Scanner	\$80.00
UAV Technician	\$110.00
UAV	\$40.00
1-Person Crew	\$135.00
2-Person Crew	\$178.00
Administrative Assistant	\$60.00
Intern	\$50.00
Expert Testimony & Depositions	\$250.00
 <u>REIMBURSABLES</u>	
Mileage	\$0.55/mile
Printing – Paper (in-house)	\$0.15/sf
Printing – Vellum (in-house)	\$1.75/sf
Printing – Mylar, Film, (in-house)	\$2.50/sf

- A. Surveying of utilities located by a utility locator service.
- B. Verification or determination of existing underground utilities that cannot be determined from visible observation and site topography. This would include uncovering buried or submerged structures or completing a utility locate. Locations of existing door and stoops, and upper level or basement floor elevations for existing buildings.
- C. Preparation of legal descriptions and/or exhibits for additional easements or easement vacations other than those shown on the Final Plat.
- D. Preparation or negotiation for off-site easements.
- E. Consultation with the Client, the title company or the Client's attorney with regards to the resolution of gaps and/or overlaps.
- F. Research off-site right-of-way information.
- G. Overnight mail, messenger services, prints or mylars.
- H. Preparation of electronic documents/data including, but not limited to, topographic surveys, plats, base drawings, preliminary engineering plans, landscape plans, final engineering plans and specifications, for transmittal to subconsultants. This service will be provided for a fee of \$500.00.



January 31st, 2019

DETAILED WORK PLAN FOR UTILITY ENGINEERING

SUE Phase 1: QL B Utility Designating Investigation
Phase 2 – SUE Utility Locating (Vacuum Excavations)

Green Acres Tributary

Submitted to:



RESPEC

720 South Colorado, Suite 410-S
 Denver, Colorado 80246
 p. 720.775.6399

Submitted by:

Utility Mapping Services, Inc.

www.umsi.us



15065 W. 44th Ave.
 Golden, CO 80403
 p. 720.230.0780

TABLE OF CONTENTS

DETAILED WORK PLAN FOR UTILITY ENGINEERING	3
Executive Summary.....	3
Section 1 - Statement of Scope of Work	3
Section 2 - Project Limits.....	4
Section 3 - Project Deliverables	5
Section 4 - Project Assumptions.....	6
Section 5 - Project Coordination	7
Section 6 - Project Schedule	8
Appendix A	9
SUE and the ASCE/CI 38-02 Standard Guidelines	9
Limitations.....	11

DETAILED WORK PLAN FOR UTILITY ENGINEERING

SUE Phase 1: QL B Utility Designating Investigation

Phase 2 – SUE Utility Locating (Vacuum Excavations)

Green Acres Tributary

Executive Summary

Utility Mapping Services (UMS) scope of work is to perform utility engineering (UE, a.k.a. subsurface utility engineering or SUE) services as a sub-consultant for RESPEC (a.k.a. “Client”) which is the prime consultant under contract with the Town of Parker (a.k.a. “Owner”). A utility investigation will be executed in accordance with ASCE standards to designate and depict existing infrastructure for integration within the conflict analytic process and design.

Section 1 - Statement of Scope of Work

This work will be performed in accordance with the American Society of Civil Engineers Construction Institute Standard 38-02 (ASCE/CI 38-02) and include the following activities:

- Compilation of utility data (i.e. records and as-built information) acquired by UMS and others.
- Preparation of field books, log sheets, and crew scheduling and logistics for the initial utility designating field campaign.
- Phase 1: 2D QL B data acquisition (using electromagnetic (EM) induction, acoustic, and/or other geophysical technologies), characterization, and 2D depiction (CADD file) of existing utility infrastructure data to develop a reliably qualified base map and data set from which to develop and support future design, coordination, and construction decisions.
- Vacuum Excavations at specific utility target locations to be determined by the project design team and utility coordination staff.
- Populating utility data management system GEOfeature™ with test hole information from the field investigation.
- Although **not** currently included in the work scope or corresponding cost estimate, the Client may elect to have UMS adapt the work product to include:
 - o Populating utility data management system GEOfeature™ with hydraulic information (pipe data and images) from the field investigation.
 - o Additional Phase 2 Locating including Spar 3-D mapping and ground penetrating radar (GPR)
 - o CADD 3D model of the identified existing utilities for improved design, conflict analytics, and advanced resolution engineering.

**Note: QL refers to the quality level as described in ASCE/CI 38-02 Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data.*

***Note: GEOfeature™ is a 3-D digital utility data repository designed to manage existing and new infrastructure as-built data in accordance with the new ASCE “As-Built” standard. The repository includes a tablet and Web-GIS application for in-the-field utility data acquisition and viewing.*

Phase 1 Designating

Although Phase 1 utility designating of buried infrastructure will have goal of QL B (i.e., position is determined via a combination of geophysical, survey and engineering methods) some facilities such as non-conductive water are pragmatically designated to a mixture of QL C (i.e., based on surveyed surface features and record data), B, and A (i.e., exposed survey grade observations such as possible at manholes) during the Phase 1 field effort. Likewise, some non-conductive pressurized piping lacking tracer wire may be designated to QL D (i.e., based on evidence consisting of available record information and/or verbal accounts) during the Phase 1 effort. Data quality is improved as and where required during subsequent project utility engineering phases.

All work is intended to incorporate and stem from previous efforts performed by the Owner, Client and their consultants, and will be performed in compliance with applicable project design standards, procedures, and accepted engineering principles. Information contained within this SOW and corresponding labor and cost estimate is based on: project standards and deliverables; Federal Highway Administration (FHWA) *Avoiding Utility Relocations* (DTFH61-01-C-00024); FHWA guidelines for SUE; the American Society of Civil Engineers (ASCE) *Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data* (ASCE/CI 38-02); and the ASCE/CI framework for the new *Standard for Recording and Exchanging Utility Infrastructure Data* (draft).

Phase 2 Locating

The Phase 2 investigation primarily consists of utility locating (discrete QL A vacuum excavated test holes). UMS and a vac truck contractor will perform excavation operations and the engineering survey of each test hole location. The test hole locations will need to be coordinated between UMS and project team based on identified utility conflicts and areas where more detailed data, including three-dimensional coordinates, are required to complete designs and mitigate/accommodate conflicts. For the purpose of this work, "locate" means to establish by engineering, surveying, drafting, and vacuum excavation practices the accurate horizontal and vertical position of subsurface utilities with vertical tolerances of generally 0.1 feet based on referenced benchmarks. Written logs for all test holes are utilized, derived elevations are transcribed onto CAD reference files, and "locate" points are mapped to Quality Level A on the plans.

Section 2 - Project Limits

The project limits include a QL B field investigation effort and corresponding designating of existing utilities within the project area in Parker, Colorado. The project area can be seen in Appendix B.

The designating of some individual utilities may extend beyond the noted SUE project limits to include surface features or structures which are necessary to complete QL C alignments. At the time that the scope of work and cost estimate were needed, UMS had not received information from Colorado One-Call regarding the known utility companies in the project area. The only known utility in the area is a water line, owned by Parker Water. Table 1 presents the known utility ownership and estimated lineal

footage based on information provided to UMS. Table 2 presents the proposed utility designating quality levels for the various facilities that are anticipated.

Table 1. Utility Owner Based on One Call for the project Area.

Owner	Utility	Estimated Lineal Footage
Parker Water	Water	1,000
	Total	1,000

*Record information not available at the time of estimate.

Table 2. Targeted designation of utilities for the subject project Phase I SUE investigation.

Utility Type (Buried)	Mains & Primary Laterals	Services / Secondary Laterals
Storm Drain	None anticipated	N/A
Sanitary Sewer	None anticipated	N/A
Culverts	None anticipated	N/A
Telecommunication	None anticipated	N/A
Cable TV	None anticipated	N/A
Natural Gas	None anticipated	N/A
Traffic Signals	None anticipated	N/A
ATMS	None anticipated	N/A
Lighting	None anticipated	N/A
Water Mains	QL B, C and D	N/A
Buried Power	None anticipated	N/A
Private sprinklers	Not included in this scope of work; however, identified surface facilities encountered incidental to the field work will be noted.	N/A
Petroleum	None anticipated	N/A
Military Comm.	None anticipated	N/A
Wells (Water, Crude Oil, Natural Gas)	Presently not included in this scope of work; however, wells encountered incidental to the field work will be noted.	N/A

Note: QL refers to the quality level as described in ASCE/CI 38-02 Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data.

Section 3 - Project Deliverables

Utility Engineering deliverables include digital and hardcopy submittals of the following:

- CADD utility reference file based on Phase 1 findings.
- Vacuum excavation (test hole) summary report (pdf format).
- A P.E. sealed submittal report summarizing this investigation with highlights of unusual findings.

In addition, UMS will provide ongoing interpretive support to assist design engineers and utility coordinators with subsequent findings and ensure submitted data is properly understood and utilized.

Section 4 - Project Assumptions

Phase 1 Assumptions:

- UMS utility research will stem from previous records investigation work performed by the Client. Reasonable efforts will be made to obtain supplemental utility records to produce the deliverables within the project schedule. The timely cooperation of utility owners may be necessary to develop the utility inventory map for facilities within the project area.
- The Client/Owner will provide survey control information **prior** to the UMS crew arriving on-site.
- All field work will be completed while the project corridor is clear of snow and ice.
- UMS assumes one day will be required to designate the *Parker Water* 42-inch water line through the project area, as well as perform a cursory visual investigation of the project area to search for additional unknown utilities.
- Upon notice to proceed, UMS will complete a full utility records investigation, contacting all of the known utilities in the area based on one-call information. Should any subsequent investigation reveal the presence of additional utilities beyond the known 42-inch water line, a contract modification may be needed to accommodate the additional effort and budget.
- Labor to complete line of sight surveying is currently not included within this scope of work. UMS assumes RTK GPS survey operations will be sufficient to map all utilities.
- Sufficient project survey control exists along the project corridor for RTK GPS survey operations; consequently, **labor for establishing survey control is currently not included** within this scope of work and the associated cost estimate.
- No traffic control will be required for Phase 1 operations.
- **Confined space entry will not be required** for this effort.
- **Aerial Clearance measurements will not be required** for the Phase 1 effort. The locations of aerial wires, however, will be noted for clearance observations by others or during Phase 2 operations.
- Vertical (depth and elevation) QL A observations will be tied to project control to an average accuracy of +/- 0.1 feet.
- UMS assumes all work will be completed during regular working hours (8:00 AM to 5:00 PM) and without start/stop time restrictions.
- Field crews will use paint to mark out the utility alignments.

Phase 2 assumptions:

- Vacuum excavations which fail to expose the target utility after attaining a reasonable depth (6-7') will still be considered a completed excavation
- No traffic control will be required for Phase II operations,
- Each excavation is accessible to the vac truck and crew.

- A maximum of 3 excavations, located in the dirt, outside of areas which require special repair measures (sidewalks, planters, driveways, etc.). Backfilling of each excavation will be accomplished with the use of native material.
- The vacuum excavation company has a 4-hour minimum charge for their services. Should less time be required to complete the proposed vacuum excavations, the 4-hour minimum charge would be applied.

Client and / or Owner will:

- **Obtain all necessary right-of-entries, security clearances, etc. (including private land access) to allow UMS field personnel to work outside the roadway right-of-way.**
- Provide information showing the project limits, alignment, profile, survey control points, benchmark data, coordinate data, relevant design and topographic CADD files, aerial photographs, and any other applicable information.
- Provide any record or relevant survey or LIDAR information previously obtained by others.
- Assist UMS as necessary with obtaining permissions for access to private utility facilities.

UMS will perform the following coordination activities:

- Work closely with the Client and Owner to facilitate the orderly progress and timely completion of the approved tasks.
- Coordinate the work effort with the Client to discuss progress and resolve problems.
- Upon request provide the Client copies of logs and/or correspondence that document work-related communications between utility owners, outside agencies, and/or private landowners.
- Coordinate operations with private and public utility infrastructure owners.
- Obtain required One Call (Call 811) tickets.
- Provide all necessary equipment, supplies, and support personnel to secure data outlined in this section.

Associated labor and costs may increase if actual conditions deviate significantly from those assumed for this estimate. UMS will work with the Client in good faith to complete operations in a timely manner and will negotiate new pricing if conditions encountered significantly deviate from those assumed.

The results of the Phase 1 efforts will be pertinent at the time in which field investigation operations are completed and are subject to change. Subsequent SUE investigations may be necessary to account for any new or changed utility installations

Section 5 - Project Coordination

The UMS project management team will consist of:

- Project Engineer, Cameron Greer, cgreer@umsi.us, 801.910.5366
- Area Manager, Jon Eckhoff, jeckhoff@umsi.us, 720.884.6626
- Senior Engineer, Richard Manser, P.E., rmanser@umsi.us, 801.910.2357
- Principal Engineer, Phil Meis, P.E., pjmeis@umsi.us, 406.552.0883

If required, a monthly progress report will be prepared by the project manager and submitted via email to Client project management to document the SUE investigation. During the project time frame UMS project management staff members can be available to meet in person with Client project management for any urgent reason. Cell phone numbers for all of the UMS project management team members will be available to the Client should immediate communication be desired.

Section 6 - Project Schedule

UMS can typically begin work within two weeks of receiving notice-to-proceed (NTP). Based on assumed conditions identified in this scope of work, the following is the estimated project schedule:

- The initial effort will consist of requesting record information from each utility owner in the area. Depending on utility owner response time, it may take up to two weeks to gather all the record prints and as-built information.
- Utility designating field operations are estimated to require approximately 1 day, with an additional 1 day required to complete the location survey. Field operations will generally begin shortly after the utility record information has been compiled. However, the actual start date will be dependent on the field crew schedule at time of NTP.
- Final submittals will require two to three weeks after the field work has been completed to include CADD drawing and utility database preparation, along with completion of QA review and discrepancy resolution efforts.

UMS, at its own discretion, may assign different personnel to perform tasks specified within the work scope and estimate based on staff availability and project schedule.

UMS is prepared to add crew members as necessary to ensure necessary production levels are met and submittals are timely for utility coordination and design development.

Appendix A

SUE and the ASCE/CI 38-02 Standard Guidelines

Data collection activities will follow ASCE/CI *Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data* (Standard ASCE/CI 38-02, Construction Institute of the American Society of Civil Engineers, Reston, VA, 2002, 20 p). Perhaps the most significant contribution of the ASCE/CI standard is the development of a formalized procedure for qualifying and designating the general quality of the depicted individual facilities. The Table below summarizes the four quality level (QL) definitions included in the ASCE/CI standard. Included with the definitions are comments on the relative positional accuracy for the corresponding quality levels.

Adherence to ASCE/CI depiction standards along with the use of records research, geophysical methods, vacuum excavation, and engineering survey combined in a phased approach and guided by professional judgment, has often been referred to as Subsurface Utility Engineering (SUE). In proper context, SUE, or more recently simply referred to as “Utility Engineering”, is a rather complex and important series of engineering tasks, procedures and associated responsibilities established to manage risk, promote efficiency, and reduce costs; the utility mapping and designation of quality levels, in fact, provides the data set with which the utility engineering process begins. In a broader sense, utility engineering involves utilizing the qualified utility data sets to conduct the following engineering activities:

- systematically identify, itemize, and define apparent conflicts between proposed designs and existing utilities;
- optimize design development and mitigate utility conflicts;
- identify and accommodate other infrastructure, planned betterments and new installations;
- conduct effective utility coordination in which resolutions to conflicts are derived that serve the best interests of the public and all stakeholders involved;
- develop construction plans and bid documents which concisely identify and provide details of outstanding conflicts for construction planning, bidding, and execution; and
- encourage value engineering and mitigation of cost implications to all infrastructure systems which provide service to commerce, government, and the general public.

Protocols for SUE / utility engineering as established by the Federal Highway Administration (FHWA) and the applicable state DOT will be followed for this project. The SUE process utilizing the ASCE/CI 38-02 standard guideline for acquiring and depicting existing utilities provides a framework to obtain and represent the requested utility information in a pragmatic and cost effective manner.

ASCE quality levels (QLs) for depicting facilities in accordance with SUE protocol.

QL	Description	Resulting Positional Accuracy and Data Completeness
D	Information derived from existing records or oral recollections.	Data may be completely erroneous. Only the records indicate the utility is somewhere.
C	Information obtained by surveying and plotting visible above ground utility features and by using professional judgment in correlating this information to available records and QL D information. QL C is usually used to map non-conductive pipes, deep utilities, or when EM signal interference and distortion is too significant.	Positional accuracy of surface features is to within 0.1 feet; however, alignments between surface features is to schematic levels, providing general direction of alignment. Typically, according to FHWA studies, 15% to 30% of the utility data may be erroneous or missing.
B	Information obtained through the application of appropriate surface geophysical methods to determine the existence and approximate horizontal position of subsurface utilities. QL B data should be reproducible at any point of their depiction using surface geophysical methods. This information is surveyed to applicable tolerances defined by the project and reduced onto plan documents. However, only the point of peak signal is mapped; consequently, while a QL B point can be reproducible using geophysics, the signal can be distorted due to the superposition of EM fields from adjacent conductors and not lie horizontally above the target. Experienced SUE operators help identify and mitigate these issues. However, QL A data is recommended for design / construction work to be performed in the immediate proximity of QL B depicted utilities to provide definitive positional accuracy.	Positional accuracy statement with confidence level is not feasible unless electromagnetic (EM) fields are completely mapped and statistical analysis is used to derive alignments from the linear anomalies; in addition, sufficient ground truth sampling (e.g., test holes) is required. This level of geophysical survey and analysis effort required is often not practical or cost effective. In practice, experienced SUE designators can determine utility alignments reasonably well. Professional judgment is exercised to distinguish incidents of “bleed-over” and when apparent alignments don’t make sense. Available utility records are compared with field findings to confirm completeness of the QL B data. QL B rating, as a rule of thumb, is generally estimated to +/- 1 foot horizontally for utilities less than 5 feet deep. Inductive electromagnetic signals diverge spherically, which is to say deeper targets have broader and weaker peak inductive signals; consequently horizontal accuracy degrades with depth. Utilities over 10 feet deep are very difficult to position horizontally using standard inductive equipment. Vertical accuracy cannot be reliably derived using EM inductive methods as computed depths are often inconsistent and can be highly misleading unless regular ground truth (i.e. test holes) are available to confirm accuracy.
A	Precise horizontal and vertical location of utilities obtained by the actual exposure (or verification of previously exposed and surveyed utilities) and subsequent measurement of subsurface utilities, usually at a specific point. Minimally intrusive excavation equipment is typically used to minimize the potential for utility damage. With QL A observations, a relatively precise horizontal and vertical depiction, as well as other utility attribute data, are shown on plan documents. Accuracy is typically about 0.1 feet vertical, and to applicable horizontal survey and mapping accuracy as defined or expected by the project owner and as limited by the survey equipment and methodology used to perform the measurement.	This is the only QL to which a positional accuracy statement might be made. QL A is as accurate as the reference horizontal and vertical control accuracy will permit and the methodology used to make the measurement and derive the coordinates. Note that in some cases involving inverts, direct measurements may not possible; consequently, QL A designation can only indicate that a relatively accurate position has been determined on the subject facility at that discrete location. <i>In some cases an apparent minimum depth of clearance is provided. This is not QL A data as the utility has not been exposed. The utility apparently lies in line with the test hole, but is deeper than can be reached via vacuum excavation based on the detected geophysical signal. However, the minimum depth data is provided for informational purposes for planning consideration.</i>

By ASCE/CI 38-02 definition, utility record data is classified as quality level (QL) D and will cause inconsistent and erroneous interpretation due to the following: 1) utilities are inaccurately positioned and in reality may or may not pose as an issue for proposed construction; 2) utility installations may vary due to recent improvements or changes and may not be properly documented; 3) some existing facilities may not be reported or identified and are missing from the data set; and 4) incomplete or inaccurate records can likewise cause misleading and erroneous field markings by third party contract locators or utility owner field personnel. In addition, buried unknowns can cause deceptive geophysical phenomena and interference which severely alter induced current flow and distort corresponding electromagnetic fields; these issues commonly occur, are difficult to detect and decipher, and greatly complicate detection and interpretive efforts. Consequently, ASCE/CI 38-02 standard guidelines were developed to overcome these problems and permit systematic upgrading of utility data designation to QL C, B, and A to facilitate subsequent design, conflict resolution engineering, and utility coordination work. The ASCE/CI 38-02 guidelines require:

- calibrated geophysical prospecting methods performed by qualified, experienced field personnel;
- methodical field investigation and verification practices;
- research and field identification of installation type, size, and material;
- land survey methods to accurately tie data to project coordinates;
- supplemental field and records investigation to prevent overlooked facilities;
- quality assurance review that includes owner written confirmation of depicted facilities; and
- a qualified registered professional engineer of record who thoroughly understands geophysical theory, has experience with all issues and pitfalls associated with mapping buried infrastructure, directly oversees the effort, and is directly accountable for all aspects of the work product.

Limitations

Professional subsurface utility engineering services are to be performed in accordance with generally accepted engineering principles and practices at this time. Adherence to ASCE/CI 38-02 standards and good practices by experienced utility engineering personnel typically ensures development of a very good data set; practical restrictions in budget, schedule, access and equipment, however, can limit acquisition and interpretation efforts. The Phase 1 effort retraces detectable utility alignments within the project area to obtain QL B data wherever possible, collating information from records obtained from the utility owners, and relating records with observable surface features. A possibility will always exist that abandoned, forgotten, non-detectable or undocumented utilities are not mapped using standard SUE procedures previously described. Utilities possessing characteristics mentioned below can be overlooked while following standard SUE investigative procedures:

1. Utilities without apparent records available, without apparent surface features, and not detected through standard search procedures.
2. Utilities with records which are illegible or incomplete.
3. Utilities that are inaccurately reported or inaccurately represented by the owner as lying a significant distance from the true position.

4. Abandoned utilities lacking records and apparent surface features, and are not detected through standard search procedures.
5. Utilities buried excessively deep (as a rule of thumb, utilities located deeper than 10 feet), beyond detection limits of standard designating equipment and standard vacuum excavation equipment.
6. Non-conductive utilities buried in clay soil and lacking apparent surface features.
7. Facilities installed subsequent to the utility designating field investigation effort.
8. Individual utilities in a common trench. Designating of common trench utilities can be difficult due to EM signal bleed over and difficulties in separating EM signals. Cathodic Protection connections between individual pipelines also increases the difficulty of determining individual pipe alignments.

A pragmatic effort will be made to systematically designate and depict buried utilities within the corridor to the extent practical for the authorized project budget and schedule. UMS must be kept advised throughout the design process to: 1) assess subsequent verbal accounts or record evidence on infrastructure which do not agree with or contradict the submitted data set; 2) evaluate designer evaluation and usage of the qualified and depicted utility data, especially QL C and D data; and 3) provide recommendations for further utility investigations as deemed prudent.

Final utility plans are for design purposes only and reflect subsurface utility conditions at the time surveyed. Existing utility locations depicted on the plans do not supersede statutory mandates including Call 811 notification; the contractor shall call 811 two business days prior to construction and obey mandates as required by law. The Client and UMS should be notified of any discrepancies between the utility designating results and 811 notification markings, and caution shall be used by the contractor until discrepancies are resolved.

Contractor shall call the utility notification service (Call 811) before excavating as required by Law.

Appendix B

Utility Mapping Services, Inc.
Cost Proposal for Utility Designating

Project: **Green Acres Tributary**

UMS Project No: **11240.1**

Date: **January 31, 2019**

Owner: **Town of Parker**

Contact: **Lee Rosen, P.E., CFM**

Address **720 South Colorado Blvd, Suite 410-S, Denver, CO 80246**

Phone/Fax **720.775.6399**

Email **lee.rosen@respec.com**

Subsurface Utility Engineering - Phase I Utility Designating: Assuming a two-person designating crew for 1 day and 1 day to complete the engineering survey.

Project Task No.	Project Task Description	Project Manager	Project Engineer	Senior Engineer	Principal Engineer	SUE Field Ops. Mgr.	SUE Field Specialist II	SUE Field Specialist I	Staff Engineer	Clerical	Total Hours
1100	Project Preparation and Management, Meetings	4.00	2.00	1.00	1.00	2.00	2.00			1.00	13.00
1200	Records Research	2.00									2.00
1300	Mobilization		2.00			2.00	2.00				6.00
1400	Field Designating					8.00	8.00				16.00
1500	Engineering Survey		6.00								6.00
1600	CADD Development	2.00									2.00
1650	Database Development										0.00
1700	QA/QC	2.00	0.50	0.50	0.50	0.50	0.50				4.50
1900	Submittal Preparation	2.00		1.00	1.00					1.00	5.00
Phase I Hours		12.00	10.50	2.50	2.50	12.50	12.50	0.00	0.00	2.00	55
Hourly Raw Rates		\$ 43.09	38.46	47.64	47.48	40.00	36.08	26.75	30.90	35.41	
Total Direct Raw Rates		\$517.08	403.83	119.10	118.70	500.00	451.00	0.00	0.00	70.82	2181
Fully Burdened Rates		\$108.80	\$97.11	\$120.29	\$119.88	\$101.00	\$91.10	\$67.54	\$78.02	\$89.41	
Total Burdened Rates		\$1,305.59	1019.64	300.72	299.71	1262.46	1138.74	0.00	0.00	178.82	5506
Total Raw Labor											2181
Total Labor and Overhead											4916
Fixed Fee											590
Labor Costs											5506



Utility Mapping Services, Inc.
15065 W. 44th Ave.
Golden, CO 80403
720.230.0780
www.umsi.us
email: cgreer@umsi.us

Item	Unit	No. of Units	Unit cost	
CADD Station	hourly	2.00	13.00	26.00
Survey Equipment (Trimble R8 RTK GPS)	day	1.00	101.00	101.00
Specialty Field Vehicles	mileage	260.00	0.580	150.80
*Traffic Control (not included)	day	0.00	1500.00	0.00
Facilities Capital Cost of Money (FCCM)	unit	2181.00	0.009	19.63
Total Direct Costs				297.43

*traffic control costs are approximate; actual costs will be invoiced.

THIS ESTIMATE IS VAILD FOR 60 DAYS FROM THE DATE POSTED AT THE TOP OF THIS PROPOSAL

SUE Phase I Total \$ 5,803

Utility Mapping Services, Inc.

Cost Proposal for Utility Locating

Project: **Green Acres Tributary**

UMS Project No: **11240.2**

Date: **January 31, 2019**

Owner: **Town of Parker**

Contact: **Lee Rosen, P.E., CFM**

Address **720 South Colorado Blvd, Suite 410-S, Denver, CO 80246**

Phone/Fax **720.775.6399**

Email lee.rosen@respec.com

Subsurface Utility Engineering - Phase II Utility Locating: Assuming half a day of effort including set up time and 3 vacuum excavation holes in the dirt on utilities less that 7-feet in depth

Project Task No.	Project Task Description	Project Manager	Project Engineer	Senior Engineer	Engineer of Record	SUE Field Ops. Mgr.	SUE Field Specialist II	Staff Engineer	Clerical	Total Hours
2100	Work Plan, H&S, Traffic, Permits	4	1	1	1	1			1	9.0
2200	Mobilization		4			2				6.0
2300	Test Hole Staking/Designating		2							2.0
2400	Utility Locating					4				4.0
2500	Survey		2							2.0
2600	CADD	2								2.0
2650	Documentation and Database Development	2	1			1				4.0
2700	QA/QC	1		1	1					3.0
2900	Submittal Preparation - Phase II Plans, Report, Database	2		1	1				1	5.0
Phase II Hours		11.0	10.0	3.0	3.0	8.0	0.0	0.0	2.0	37
Hourly Rates		\$43.09	\$38.46	\$47.64	\$47.48	\$40.00	\$26.75	\$30.90	\$35.41	
Total Direct Rates		\$473.99	\$384.60	\$142.92	\$142.44	\$320.00	\$0.00	\$0.00	\$70.82	\$1,535
Fully Burdened Rates		\$108.80	\$97.11	\$120.29	\$119.88	\$101.00	\$67.54	\$78.02	\$89.41	
Total Burdened Rates		\$1,196.79	\$971.09	\$360.86	\$359.65	\$807.98	\$0.00	\$0.00	\$178.82	\$3,875
Total Raw Labor										\$1,535
125.44%										\$3,460
12%										\$415
Labor Costs										\$3,875

Item	Unit	No. of Units	Unit cost	
CADD Station	hr	2.0	\$ 13.00	\$ 26.00
Survey Equipment (Trimble R8 RTK GPS)	day	0.50	\$ 101.00	\$ 50.50
Specialty Field Vehicle	mileage	260	\$ 0.540	\$ 140.40
Facilities Capital Cost of Money (FCCM)	mileage	1535	\$ 0.009	\$ 13.82
Direct Costs				\$ 231

UMS Services \$ 4,106

Vacuum Excavation Truck and Crew (dirt hole)	ea	3	\$ 500.00	\$ 1,500.00
Asphalt Coring Equipment Rental	day	0	\$ 250.00	\$ -
Permits	ea	1	\$ 500.00	\$ 500.00
Flowable Fill and Asphalt Repair	ea	0	\$ 195.00	\$ -
Traffic Control	day	0	\$ 1,500.00	\$ -
Direct Costs				\$ 2,000.00

Sub-Consultant Services \$ 2,000.00

Vacuum Excavation Services Total \$ 6,106



Utility Mapping Services, Inc.

15065 W. 44th Ave.

Golden, CO 80403

720.230.0780

www.umsi.us

email: cgreer@umsi.us

*Actual Vac Truck, Permits and Traffic Control costs will be invoiced

THIS ESTIMATE IS VALID FOR 60 DAYS FROM THE DATE POSTED AT THE TOP OF THIS PROPOSAL



Design Services Rates

Client: Urban Drainage and Flood Control District

PROJECT: Compark Village South Green Acres Tributary Improvements

RATE SCHEDULE

<u>Description</u>	<u>Rate</u>	<u>Units</u>
Jerry Naranjo, President	\$ 105.00	HR
John Leone, Engineering Manager	\$ 95.00	HR
Michael Hamacher, Project Engineer	\$ 75.00	HR
General Superintendent	\$ 70.00	HR
Concrete Superintendent	\$ 65.00	HR



Request for Town Council Action

Date: June 17, 2019

Submitted By: Rosemary Sietsema, Executive Assistant
John Fussa, Community Development Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 19-040**
A Resolution to Appoint the Chair and to Appoint Members and Alternates to the Town of Parker Planning Commission

Department: **Community Development, Rosemary Sietsema**

EXECUTIVE SUMMARY

The Planning Commission has a total of ten (10) members, seven (7) regular and three (3) alternate, with terms of varying length. The Commission currently has openings for three (3) regular and three (3) alternate members because of resignations and term expirations. The purpose of this Resolution is to appoint recommended applicants to fill the openings prior to June 30, 2019, so the Planning Commission may continue to operate without interruption.

The current openings on the Planning Commission arise from the following:

1. Regular Planning Commissioner John Howe resigned prior to term expiration.
2. Regular Planning Commissioner Kelly Hickler and Chair Gary Poole's terms will expire June 30, 2019. (Kelly Hickler is not seeking reappointment)
3. Alternate Planning Commissioners Tracie Manske, Ruth Ann Nelson and Kimberly Rodell have terms that will expire June 30, 2019.

This action is taken in accordance with the Parker Land Development Ordinance which provides that the Town Council appoint candidates to the Planning Commission including the Chair, regular members and alternate members.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The duties of the Planning Commission as defined by the Town Charter and the Parker Land

Development Ordinance are to prepare the master plan; review applications for certain site plans, subdivisions, rezoning and uses by special review; and make recommendations on land use matters to the Town Council. The Charter also requires the appointment of Planning Commission members meeting the following requirements:

1. Each person appointed to the Planning Commission reside within the Town limits for at least one (1) year immediately preceding the date of appointment
2. Each person appointed to the Planning Commission be registered to vote.

Town Council is charged with appointing Regular Planning Commission members to three (3) year overlapping terms. Alternates are appointed to one (1) year terms. The Council will need to appoint three (3) Regular and three (3) Alternate Planning Commission members to fill vacant and expiring positions.

Commissioner Gary Poole requests reappointment as a regular member and Chair of the Planning Commission. Alternates Tracie Manske, Ruth Ann Nelson and Kimberly Rodell request reappointment as regular or alternate Planning Commissioners.

Candidates that applied for appointment to the Planning Commission were reviewed and interviewed over the past few weeks. The review committee consists of the Town Council's Community Development Liaisons Cheryl Poage and Josh Rivero; Deputy Community Development Director Jason Rogers; Planning Manager Bryce Matthews; and Community Development Executive Assistant and Recording Secretary Rosemary Sietsema. The review committee recommends the following for appointment to the Planning Commission:

Appointment of three (3) Regular members:

Gary Poole, Chair
John Howe
Ruth Ann Nelson

Appointment of three (3) Alternate members:

Susan Caudill
Tracie Manske
Kimberly Rodell

The terms will commence on July 1, 2019, following Town Council approval of the appointments.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



FOSTER COMMUNITY
CREATIVITY AND
ENGAGEMENT



INNOVATE WITH
COLLABORATIVE
GOVERNANCE



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

1. Resolution No. 19-040

RECOMMENDED MOTION

I move to approve Resolution No. 19-040, as part of the consent agenda.

RESOLUTION NO. 19-040, Series of 2019

TITLE: A RESOLUTION TO APPOINT THE CHAIR AND TO APPOINT MEMBERS AND ALTERNATES TO THE TOWN OF PARKER PLANNING COMMISSION

WHEREAS, the terms for two (2) regular members of the Planning Commission expire June 30, 2019;

WHEREAS, the terms for three (3) alternate members of the Planning Commission expire June 30, 2019;

WHEREAS, one (1) regular member of the Planning Commission whose term ends June 30, 2020, resigned in October of 2018 and wishes to be appointed to fill that vacancy;

WHEREAS, the Town Council of the Town of Parker desires to appoint new regular and alternate members, as described herein; and

WHEREAS, the Town Council of the Town of Parker desires to appoint the Chair of Planning Commission, as described herein.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, AS FOLLOWS:

Section 1. The Town Council of the Town of Parker hereby appoints Gary Poole as Chairperson of the Planning Commission.

Section 2. The Town Council of the Town of Parker hereby appoints the following regular members to the Planning Commission for the term ending June 30, 2022, as described in **Exhibit A**, which is attached hereto and incorporated by this reference.

Section 3. The Town Council of the Town of Parker hereby appoints the following regular member to the Planning Commission for the term ending June 30, 2020, as described in Exhibit A, to fill the vacancy created by the resignation of one member.

Section 4. The Town Council of the Town of Parker hereby appoints the following alternate members to the Planning Commission for the term ending June 30, 2020, as described in Exhibit A.

RESOLVED AND PASSED this ____ day of _____, 2019.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

EXHIBIT A

1. Appointment of three (3) regular members to the Parker Planning Commission, for a term up to and including June 30, 2020.

- a. Duane Hopkins
- b. Richard Foerster
- c. John Howe

2. Appointment of two (2) regular member to the Parker Planning Commission, for a term up to and including June 30, 2021.

- a. Eliana Burke
- b. Erik Frandsen

3. Appointment of two (2) regular members to the Parker Planning Commission, for a term up to and including June 30, 2022.

- a. Gary Poole
- b. Ruth Ann Nelson

4. Appointment of three (3) alternates to the Parker Planning Commission, for a term up to and including June 30, 2020.

- a. Tracie Manske
- b. Kimberly Rodell
- c. Susan Caudill



Request for Town Council Action

Date: June 17, 2019

Submitted By: Stacey Nerger, Associate Planner
John Fussa, Community Development Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 19-041**
A Resolution Setting the Date for Consideration of the
Annexation Ordinance for the KOA Enclave Property for
Second Reading on August 5, 2019

Department: **Community Development, Stacey**
Nerger

EXECUTIVE SUMMARY

The subject property, known as the KOA Property, is located in unincorporated Douglas County but surrounded by the Town of Parker. The Town proposes an enclave annexation of the KOA Property. The purpose of Resolution No. 19-041 is for the Town Council to provide notice of the date that the proposed ordinance to annex the subject property into the Town will be considered.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The KOA Property is located on the west side of Parker Road south of Twenty Mile Road and between the FlatAcres MarketCenter shopping center and McCabe Meadows Trailhead. The subject property is approximately 57 acres in total area and has a large transmission antenna for radio station KOA News owned by Vertical Bridge, formerly known as iHeartMedia. The KOA Property has been completely surrounded by the Town of Parker for a period of not less than three (3) years and is considered an enclave under the Municipal Annexation Act and related State law.

The Town of Parker has committed to a policy of actively pursuing the annexation of enclaves. The subject property is located within the Town's Planning Area identified in the Parker 2035 Master Plan and the proposed annexation is consistent with the Plan. Resolution No. 19-041, if

adopted by Town Council, would provide notice that the Council will consider the proposed ordinance annexing the KOA Property into the Town on August 5, 2019.

The Town Council will also consider an ordinance to zone the KOA Property as A-Agricultural consistent with current Douglas County zoning on August 5, 2019.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)



ENHANCE ECONOMIC
VITALITY



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

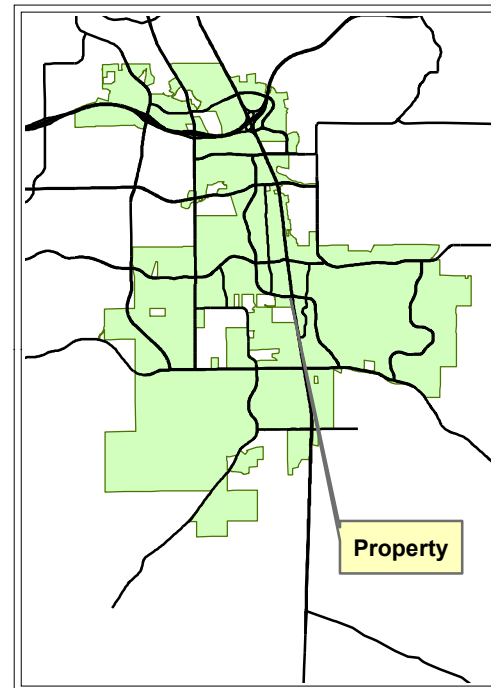
1. VicinityMap
2. Resolution No. 19-041

RECOMMENDED MOTION

I move to approve Resolution No. 19-041, as part of the consent agenda.

KOA Property Annexation and Rezoning

Annexation & Rezoning
Case No. ANX18-004 & Z18-024



Legend

 Site

 Roads

Narrative:
Proposed Annexation and rezoning of a 57.253 acre enclave property. The property will be rezoned to Agriculture to be consistent with its current zoning in the County.

Planner: Stacey Nerger
Hearing Schedules:

Planning Commission:
July 11, 2019

Town Council:
July 15, 2019 (1st Reading)
August 5, 2019 (2nd Reading)



RESOLUTION NO. 19-041, Series of 2019

TITLE: A RESOLUTION SETTING THE DATE FOR CONSIDERATION OF THE ANNEXATION ORDINANCE FOR THE KOA ENCLAVE PROPERTY FOR SECOND READING ON AUGUST 5, 2019

WHEREAS, certain real property commonly known as the KOA property is located in unincorporated Douglas County and is described in **Exhibit A** attached hereto and incorporated by this reference (the “KOA Enclave Property”); and

WHEREAS, the KOA Enclave Property is entirely contained within the outer boundaries of the Town of Parker, Colorado, and has been surrounded for a period of not less than three (3) years.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, AS FOLLOWS:

Section 1. The ordinance to annex the KOA Enclave Property will be considered on second reading by the Town Council on August 5, 2019, at the Town of Parker Town Hall, which is located at 20120 East Mainstreet, Parker, Colorado 80138, to determine if the proposed annexation complies with the Constitution of the State of Colorado, Article II, Section 30(1)(c), and C.R.S. § 31-12-106(1).

RESOLVED AND PASSED this _____ day of _____, 2019.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

EXHIBIT A

Legal Description

A PARCEL OF LAND BEING ALL OF THAT SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2015022961 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE NORTH HALF OF SECTION 27, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, SAID COUNTY AND STATE, ADDITIONALLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27;

THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27, NORTH 89°33'16" EAST, A DISTANCE OF 1,325.98 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 27;

THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 27, NORTH 89°29'46" EAST, A DISTANCE OF 434.20 FEET TO THE WESTERLY RIGHT-OF-WAY OF SOUTH PARKER ROAD AS DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN BOOK 875, AT PAGE 652, IN SAID OFFICIAL RECORDS;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY THE FOLLOWING THREE (3) COURSES:

1. SOUTH 07°17'29" EAST, A DISTANCE OF 326.50 FEET;
2. SOUTH 17°31'59" EAST, A DISTANCE OF 170.70 FEET;
3. SOUTH 09°36'29" EAST, A DISTANCE OF 855.06 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 27;

THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY ALONG SAID SOUTH LINE, SOUTH 89°34'02" WEST, A DISTANCE OF 664.07 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27;

THENCE ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27, SOUTH 89°35'51" WEST, A DISTANCE OF 1,325.06 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27;

THENCE ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27, NORTH 00°17'07" WEST, A DISTANCE OF 1,329.90 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 57.253 ACRES, (2,493,945 SQUARE FEET), MORE OR LESS.

DANIEL E. DAVIS, PLS 38256
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 e. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122



Request for Town Council Action

Date: June 17, 2019

Submitted By: Tyler Sandt, Development Review Engineer

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 19-047**
A Resolution Accepting the Conveyance of a Drainage Easement from Halle Properties, L.L.C., for a Part of Lot 2, Country Meadows Square, 3rd Amendment

Department: **Engineering/Public Works, Tyler Sandt**

EXECUTIVE SUMMARY

This item accompanies a resolution accepting the conveyance of a drainage easement covering drainage improvements proposed with the site plan for a portion of Lot 2, Country Meadows Square, 3rd Amendment.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town's stormwater criterion requires that drainage easements be dedicated over all public storm drainage facilities located on private property. The drainage easements are necessary to ensure the long-term operation and maintenance of drainage infrastructure to minimize flooding and protect the quality of stormwater runoff.

The Engineering Department has reviewed and approved the construction drawings for the drainage facilities associated with an approved site plan for a portion of Lot 2, Country Meadows Square, 3rd Amendment. Since the drainage facilities are being constructed as part of a site plan process, and not a plat, the easements need to be dedicated by a separate instrument.

FINANCIAL IMPACT

The drainage improvements proposed with the easement will be the maintenance responsibility of the property owner, there is no financial impact to the Town.

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

1. RESOLUTION NO. 19-047
2. Vicinity Map

RECOMMENDED MOTION

I move to approve Resolution No. 19-047, as part of the consent agenda.

RESOLUTION NO. 19-047, Series of 2019

TITLE: A RESOLUTION ACCEPTING THE CONVEYANCE OF A DRAINAGE EASEMENT FROM HALLE PROPERTIES, L.L.C., FOR A PART OF LOT 2, COUNTY MEADOWS SQUARE, 3RD AMENDMENT

WHEREAS, the Town Council of the Town of Parker desires to accept the grant of an easement for the purpose of the maintenance of a drainage pipe and appurtenant drainage facilities;

WHEREAS, Section 1.06.010 of the Town of Parker Municipal Code requires the acceptance of a conveyance of real property to the Town be effectuated by resolution; and

WHEREAS, the Town Council of the Town of Parker desires to accept the grant of an easement specified hereinbelow to the Town by this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, AS FOLLOWS:

Section 1. The Town Council of the Town of Parker hereby accepts the conveyance of certain property interests for the purpose of the maintenance of a drainage pipe and appurtenant drainage facilities from Halle Properties, L.L.C., for a part of Lot 2, Country Meadows Square, 3rd Amendment, as provided in the Drainage Easement Agreement attached as **Exhibit 1** and incorporated by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

RESOLVED AND PASSED this _____ day of _____, 2019.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

EXHIBIT 1

DRAINAGE EASEMENT AGREEMENT

THIS DRAINAGE EASEMENT AGREEMENT (the "Easement Agreement") is dated this _____ day of _____, 2019, by Halle Properties, L.L.C., an Arizona limited liability company having an address at 20225 N. Scottsdale Road, Scottsdale, Arizona 85255 (the "Grantor"), and the Town of Parker, a Colorado home rule municipality, having an address of 20120 East Mainstreet, Parker, Colorado 80138 (the "Grantee").

WHEREAS, the Grantee desires to acquire an easement for the purpose of the maintenance of a drainage pipe and appurtenant drainage facilities on and through the property more particularly described and depicted in **Exhibit A** (the "Easement Property"), attached hereto and incorporated herein by this reference; and

WHEREAS, the Grantor is willing to grant an easement to the Grantee for the aforesaid purposes on the terms and conditions set forth hereinbelow.

NOW, THEREFORE, for good and valuable consideration by the Grantee to the Grantor, the covenants of the Grantee herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant, and for and in consideration of the easement rights herein granted and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantee does hereby covenant and agree as follows:

1. Grant of Easement. The Grantor does hereby grant and convey unto the Grantee, its successors, assigns, lessees, licensees and agents, an easement under and through the Easement Property, for the purpose of providing the maintenance of a drainage pipe and appurtenant drainage facilities. The Grantee shall also have the specific rights of ingress and egress, consistent with this Easement Agreement, for the construction, reconstruction, operation and maintenance of a drainage pipe and appurtenant drainage facilities, consistent with the easement provided herein. Subject to the other terms and conditions of this Easement Agreement, the Grantee shall also have the right to remove impediments to operation and maintenance of the Easement Property such as trees, asphalt and sidewalks. The Grantee further agrees all construction, reconstruction, operation, maintenance, removal and any other activities which disturb the Easement Property will be coordinated with the Grantor so as to minimize any disruption to the Grantor's property.

2. Unencumbered Title. The Grantor warrants that the Easement Property granted herein is granted free and clear of all liens and encumbrances.

3. Operation and Maintenance.

a. The operation and maintenance of the drainage facilities described herein and located within the Easement Property shall be the responsibility of the Grantor; provided, however, that the Grantee shall have the right to maintain the Easement Property in the event the Grantee, in its sole discretion, determines to enter the Easement Property for the operation and/or maintenance of the Easement Property as set forth in subsection b. hereinbelow. The Grantor acknowledges and agrees that the Grantee has the right to enter the Easement Property to maintain

and operate the drainage facilities covered by Chapter 4.08 of the Parker Municipal Code or to maintain and operate the drainage facilities in the manner described herein.

b. If the Grantor fails to adequately maintain the drainage facilities located within the Easement Property, and within fourteen (14) days after the date of written notice from the Grantee, fails to correct the maintenance problem, or fails to begin to clean, cure or correct such problem within fourteen (14) days if such problem cannot be reasonably cleaned, cured or corrected within fourteen (14) days, and fails to diligently prosecute such cleaning, cure or correction to completion, then the Grantee may do so as provided herein. Notwithstanding the foregoing, the Grantee may, in the event of an emergency, as determined by the Grantee in its sole discretion, clean, cure or correct any damage caused by the Grantor's failure to adequately maintain the drainage facilities located within the Easement Property. The Grantor shall reimburse the Grantee for the cost of such maintenance to the extent that (i) the drainage facilities and/or the type of maintenance performed by the Grantee are not covered by Chapter 4.08 of the Parker Municipal Code, as amended, or (ii) if the drainage facilities and/or the type of maintenance performed by the Grantee is covered by Chapter 4.08 of the Parker Municipal Code, as amended, and the Grantee determines in its sole discretion that there are not sufficient funds available for such maintenance. If the Grantor fails to reimburse the Grantee for the cost of such maintenance, within thirty (30) days after receipt of an invoice from the Grantee describing the corrective or maintenance action taken, the unpaid amount shall constitute a lien on the Easement Property until paid in full, with priority over all other liens, except general tax liens, which liens shall be certified to the County Treasurer and collected in the same manner as other taxes are collected. The Grantor further agrees that the Grantee may also pursue any and all other remedies available at law or in equity.

4. Grantor Defined. The word "Grantor" as used herein, whenever the context requires or permits, shall include the heirs, personal representatives, beneficiaries, successors, grantees and assigns of the owners of the land through which the easement runs, or the respective owners from time to time of portions thereof. The burdens and benefits of this Easement Agreement shall be deemed covenants running with said easements and said land. Notwithstanding any contrary provision in this Easement Agreement, however, any obligation under this Easement Agreement which is to be performed by the owner of any land which is burdened by this Easement Agreement shall be enforceable only against the then owner of such land, and not against any such owner's predecessors in interest.

5. Covenants of Grantee. The Grantee hereby represents, covenants and warrants in favor of the Grantor, and its successors and assigns, as follows:

a. The Grantee shall protect the Easement Property, and the adjacent lands of the Grantor over which the Grantee has rights of ingress and egress, from damage caused, in whole or in part, by acts or omissions of the Grantee, its employees, agents, contractors, subcontractors, assigns, lessees, licensees and agents.

b. The Grantee shall not cause or permit to be caused by any of its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees, any hazardous substances, as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), pollutants or contaminants, as defined by CERCLA, or hazardous waste, as defined by the Resource, Conservation and Recovery Act ("RCRA"), including, but not limited to, asbestos and/or urea formaldehyde, or any pollutants or toxic pollutants as defined by the Clean Water Act,

and any amendments thereto, to be dumped, spilled, released, permanently stored or deposited on, over or beneath the Easement Property or any other lands owned by the Grantor.

6. Retained Rights. The Grantor shall have all rights to the Easement Property not granted hereby.

7. Miscellaneous.

a. Except as otherwise expressly provided herein, all provisions herein contained, including the benefits, burdens and covenants, are intended to run with the land and shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

b. This easement constitutes all of the agreements, understandings and promises between the parties hereto, with respect to the subject matter hereof.

c. This easement shall be of no force and effect until this easement is duly and validly executed by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Easement Agreement as of the date and year first above written.

GRANTOR: HALLE PROPERTIES, L.L.C., an
Arizona limited liability company

Richard Sommer, Agent

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Richard Sommer, as an agent for Halle Properties, L.L.C.

My commission expires: _____

(S E A L)

Notary Public

[Remainder of page intentionally left blank. Signatures continue on following page.]

GRANTEE: TOWN OF PARKER

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

EXHIBIT A

LEGAL DESCRIPTION – Storm Drainage Easement

December 07, 2019

A TRACT OF LAND BEING A PART OF LOT 2, COUNTRY MEADOWS SQUARE, 3rd AMENDMENT, ACCORDING TO THE PLAT RECORDED AT RECEPTION No. 2017055076 IN THE RECORDS OF THE OFFICE OF THE DOUGLAS COUNTY CLERK AND RECORDER, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPLE MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, SAID TRACT FURTHER DESCRIBED AS FOLLOWS:

“COMMENCING” AT THE SOUTHWEST CORNER OF SAID LOT 2 AND CONSIDERING THE SOUTH LINE OF SAID LOT 2 TO BEAR NORTH 89°44'17" EAST (N 89°49'44" W PER THE RECORD PLAT) WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO, SAID BEARINGS ARE GRID BEARINGS BASED IN THE COLORADO STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983; THENCE NORTH 20°15'47" EAST, A DISTANCE OF 30.64 FEET TO A POINT ON THE NORTHERLY LINE OF THAT DRAINAGE EASEMENT RECORDED AT RECEPTION No. 2005036081, SAID DOUGLAS COUNTY RECORDS, SAID POINT BEING THE **“POINT OF BEGINNING”**; THENCE NORTH 02°35'07" EAST, A DISTANCE OF 71.79 FEET; THENCE NORTH 10°37'43" EAST, A DISTANCE OF 138.89 FEET; THENCE SOUTH 79°30'15" EAST, A DISTANCE OF 25.00 FEET; THENCE SOUTH 10°37'43" WEST, A DISTANCE OF 137.19 FEET; THENCE SOUTH 02°35'07" WEST, A DISTANCE OF 93.16 FEET; THENCE NORTH 87°24'53" WEST, A DISTANCE OF 10.49 FEET TO THE SOUTHEAST CORNER OF SAID DRAINAGE EASEMENT; THENCE NORTH 13°24'04" EAST, ALONG THE EASTERLY LINE OF SAID DRAINAGE EASEMENT A DISTANCE OF 20.00 FEET; THENCE NORTH 76°35'56" WEST, ALONG THE NORTHERLY LINE OF SAID DRAINAGE EASEMENT, A DISTANCE OF 18.59 FEET TO THE **“POINT OF BEGINNING”**.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 0.125 ACRES OR 5448 SQUARE FEET, MORE OR LESS.

I, PATRICK C. O'HEARN, A PROFESSIONAL LAND SURVEYOR, LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.



PATRICK C. O'HEARN PLS 23515
FOR AND ON BEHALF OF
DREXEL, BARRELL & CO.
3 SOUTH 7TH STREET
COLORADO SPRINGS, COLORADO 80905
719-260-0887

EXHIBIT

STORM DRAINAGE EASEMENT

Lot 3A
Country Meadows Square
1st Amendment

LINE TABLE

LINE #	DIRECTION	LENGTH
L-1	N 02°35'07" E	71.79'
L-2	N 10°37'43" E	138.89'
L-3	S 79°30'15" E	25.00'
L-4	S 10°37'43" W	137.19'
L-5	S 02°35'07" W	93.16'
L-6	N 87°24'53" W	10.49'
L-7	N 13°24'04" E	20.00'
L-8	N 76°35'56" W	18.59'

South Parker Road
aka S.H. 83
(R.O.W. Varies)

STORM EASEMENT
5448 s.f. +/-

Lot 2

Country Meadows Square
3rd Amendment
Reception No. 2017055076

Lot 7
Country Meadows Square

POINT OF BEGINNING

20' Drainage Easement per plat @ Reception No. 2005036081

POINT OF COMMENCEMENT
SW CORNER
LOT 2

24' Access Easement per plat @ Reception No. 2008041235

50' Access Easement per plat @ Reception No. 2005036081

South Line, Lot 2
(Basis of Bearings)

N 89°44'17" E

20' Utility Easement per plat @ Reception No. 2008041235
20' Drainage Easement per plat @ Reception No. 2008041235

Lot 1
Country Meadows Square
2nd Amendment

NOTE: THIS MAP IS NOT A LAND SURVEY PLAT OR AN IMPROVEMENT SURVEY PLAT. THE PURPOSE OF THIS MAP IS TO DEPICT THE ATTACHED LEGAL DESCRIPTION.



SCALE: 1"=40'

PREPARED BY:



Drexel, Barrell & Co.

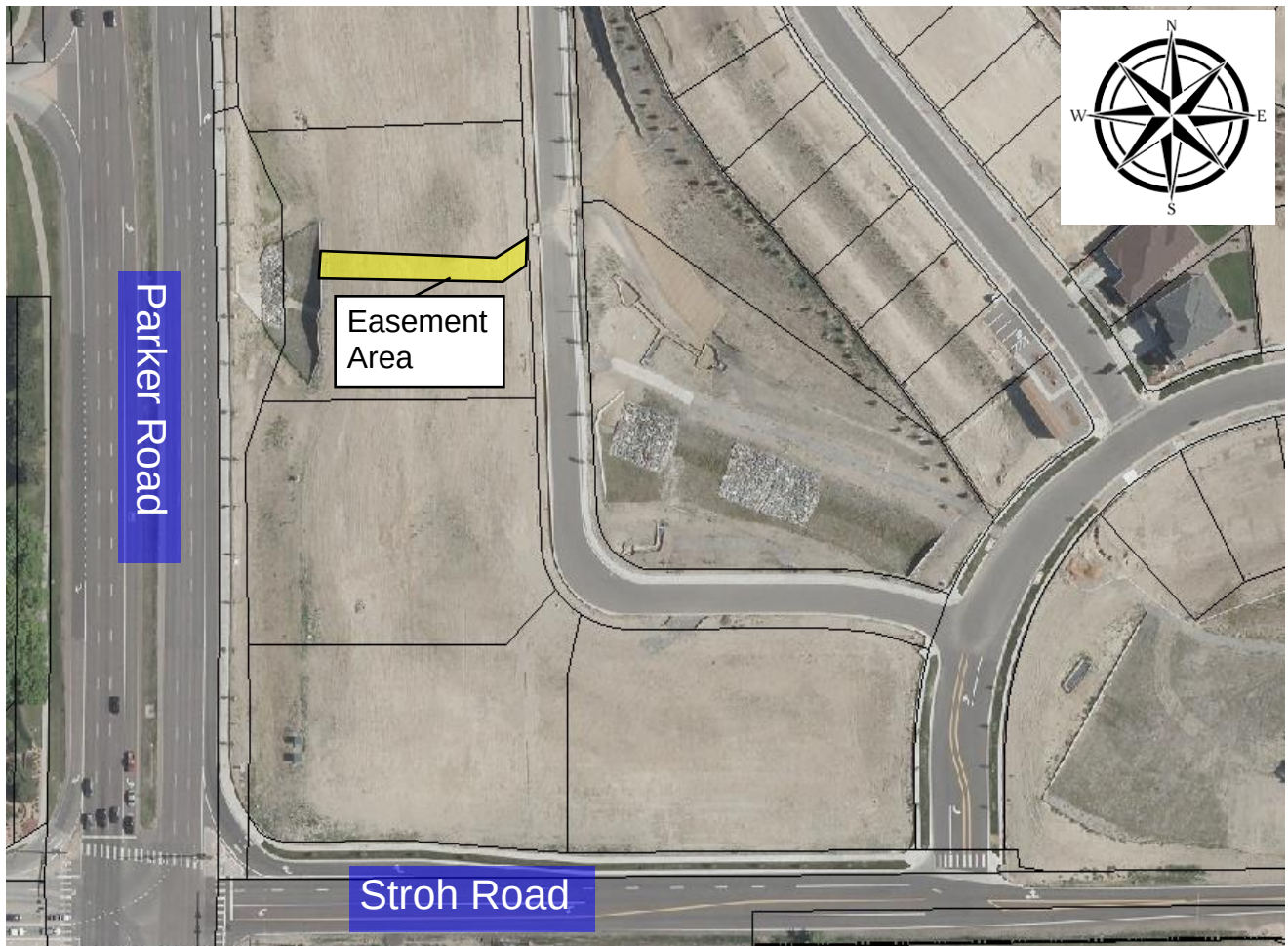
Engineers/Surveyors

3 SOUTH 7TH STREET
1800 38TH STREET
710 11TH STREET, SUITE L-45

COLORADO SPRINGS, COLORADO 80905 (719)280-0887
BOULDER, COLORADO 80301 (303)442-4338
GREELEY, COLORADO 80631 (970)351-0645

Revisions - Date	Date	Drawn By	Job No.
	1/7/19	GES	21090-00
	Scale	Checked By	Drawing No.
	1" = 40'	POH	ESMT2

Vicinity Map





Request for Town Council Action

Date: June 17, 2019

Submitted By: Tyler Sandt, Development Review Engineer

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 19-048**
A Resolution Accepting the Conveyance of a Drainage Easement from WMG Development, LLC, for a Portion of Lot 5, Block 10, Stroh Crossing Filing No. 1, Amendment No. 1

Department: Engineering/Public Works, Tyler Sandt

EXECUTIVE SUMMARY

This item accompanies a resolution accepting the conveyance of a drainage easement covering drainage improvements proposed with the site plan for a portion of Lot 5, Block 10, Stroh Crossing Filing No. 1, 1st amendment.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town's stormwater criterion requires that drainage easements be dedicated over all public storm drainage facilities located on private property. The drainage easements are necessary to ensure the long-term operation and maintenance of drainage infrastructure to minimize flooding and protect the quality of stormwater runoff.

The Engineering Department has reviewed and approved the construction drawings for the drainage facilities associated with an approved site plan for a portion of Lot 5, Stroh Crossing Filing No. 1, 1st Amendment. Since the drainage facilities are being constructed as part of a site plan process, and not a plat, the easements need to be dedicated via separate instrument.

FINANCIAL IMPACT

The drainage improvements proposed with the easement will be the maintenance responsibility of the property owner, there is no financial impact to the Town.

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

1. RESOLUTION NO. 19-048
2. Vicinity Map

RECOMMENDED MOTION

I move to approve Resolution No. 19-048, as part of the consent agenda.

RESOLUTION NO. 19-048, Series of 2019

TITLE: A RESOLUTION ACCEPTING THE CONVEYANCE OF A DRAINAGE EASEMENT FROM WMG DEVELOPMENT, LLC, FOR A PORTION OF LOT 5, BLOCK 10, STROH CROSSING FILING NO. 1, AMENDMENT NO. 1

WHEREAS, the Town Council of the Town of Parker desires to accept the grant of an easement for the purpose of the maintenance of a drainage pipe and appurtenant drainage facilities;

WHEREAS, Section 1.06.010 of the Town of Parker Municipal Code requires the acceptance of a conveyance of real property to the Town be effectuated by resolution; and

WHEREAS, the Town Council of the Town of Parker desires to accept the grant of an easement specified hereinbelow to the Town by this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, AS FOLLOWS:

Section 1. The Town Council of the Town of Parker hereby accepts the conveyance of certain property interests for the purpose of the maintenance of a drainage pipe and appurtenant drainage facilities from WMG Development, LLC, for a portion of Lot 5, Block 10, Stroh Crossing Filing No. 1, Amendment No. 1, as provided in the Drainage Easement Agreement attached as **Exhibit 1** and incorporated by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

RESOLVED AND PASSED this ____ day of _____, 2019.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

EXHIBIT 1

DRAINAGE EASEMENT AGREEMENT

THIS DRAINAGE EASEMENT AGREEMENT (the "Easement Agreement") is dated this ____ day of _____, 2019, by WMG Development, LLC, a Delaware limited liability company, whose legal address is 1200 Network Centre Dr, Suite 2, Effingham, Illinois 62401 (the "Grantor"), and the Town of Parker, a Colorado home rule municipality, having an address of 20120 East Mainstreet, Parker, Colorado 80138 (the "Grantee").

WHEREAS, the Grantee desires to acquire an easement for the purpose of the maintenance of a drainage pipe and appurtenant drainage facilities on and through the property more particularly described and depicted in **Exhibit A** (the "Easement Property"), attached hereto and incorporated herein by this reference; and

WHEREAS, the Grantor is willing to grant an easement to the Grantee for the aforesaid purposes on the terms and conditions set forth hereinbelow.

NOW, THEREFORE, for good and valuable consideration by the Grantee to the Grantor, the covenants of the Grantee herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant, and for and in consideration of the easement rights herein granted and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantee does hereby covenant and agree as follows:

1. Grant of Easement. The Grantor does hereby grant and convey unto the Grantee, its successors, assigns, lessees, licensees and agents, an easement under and through the Easement Property, for the purpose of providing the maintenance of a drainage pipe and appurtenant drainage facilities. The Grantee shall also have the specific rights of ingress and egress, consistent with this Easement Agreement, for the construction, reconstruction, operation and maintenance of a drainage pipe and appurtenant drainage facilities, consistent with the easement provided herein. Subject to the other terms and conditions of this Easement Agreement, the Grantee shall also have the right to remove impediments to operation and maintenance of the Easement Property such as trees, asphalt and sidewalks. The Grantee further agrees all construction, reconstruction, operation, maintenance, removal and any other activities which disturb the Easement Property will be coordinated with Grantor so as to minimize any disruption to the Grantor's property, and Grantee will restore any damage or disturbance to the Easement Property resulting from such activities at the cost of the Grantor.

2. Title. The Grantor warrants that the Easement Property is free and clear of all liens and encumbrances, subject to matters of public record as of the date hereof.

3. Operation and Maintenance.

a. The operation and maintenance of the drainage facilities described herein and located within the Easement Property shall be the responsibility of the Grantor provided, however, that Grantee shall have the right to maintain the drainage facilities in the event Grantee, in its sole discretion, determines to enter the Easement Property for the operation and/or maintenance of the drainage facilities as set forth in subsection b. hereinbelow. The Grantor

acknowledges and agrees that the Grantee has the right to enter the Easement Property to maintain and operate the drainage facilities covered by Chapter 4.08 of the Parker Municipal Code or to maintain and operate the drainage facilities in the manner described herein, in accordance with subsection b. below.

b. If the Grantor fails to adequately maintain the drainage facilities located within the Easement Property, and within fourteen (14) days after the date of written notice from the Grantee, fails to correct the maintenance problem, or fails to begin to clean, cure or correct such problem within fourteen (14) days if such problem cannot be reasonably cleaned, cured or corrected within fourteen (14) days, and fails to diligently prosecute such cleaning, cure or correction to completion, then the Grantee may do so as provided herein. Notwithstanding the foregoing, the Grantee may, in the event of an emergency, as determined by the Grantee in its sole discretion, clean, cure or correct any damage caused by Grantor's failure to adequately maintain the drainage facilities located within the Easement Property. The Grantor shall reimburse the Grantee for the cost of such maintenance to the extent that (i) the drainage facilities and/or the type of maintenance performed by the Grantee are not covered by Chapter 4.08 of the Parker Municipal Code, as amended, or (ii) if the drainage facilities and/or the type of maintenance performed by the Grantee is covered by Chapter 4.08 of the Parker Municipal Code, as amended, and the Grantee determines in its sole discretion that there are not sufficient funds available for such maintenance. If the Grantor fails to reimburse the Grantee for the cost of such maintenance, within thirty (30) days after receipt of an invoice from the Grantee describing the corrective or maintenance action taken, the unpaid amount shall constitute a lien on the Easement Property until paid in full, with priority over all other liens, except general tax liens, which liens shall be certified to the County Treasurer and collected in the same manner as other taxes are collected. The Grantor further agrees that the Grantee may also pursue any and all other remedies available at law or in equity.

4. Grantor Defined. The word "Grantor" as used herein, whenever the context requires or permits, shall include the heirs, personal representatives, beneficiaries, successors, grantees and assigns of the owners of the land through which the easement runs, or the respective owners from time to time of portions thereof. The burdens and benefits of this Easement Agreement shall be deemed covenants running with said easements and said land. Notwithstanding any contrary provision in this Easement Agreement, however, any obligation under this Easement Agreement which is to be performed by the owner of any land which is burdened by this Easement Agreement shall be enforceable only against the then owner of such land, and not against any such owner's predecessors in interest.

5. Covenants of Grantee. The Grantee hereby represents, covenants and warrants in favor of the Grantor, and its successors and assigns, as follows:

a. The Grantee shall protect the Easement Property, and the adjacent lands of the Grantor over which the Grantee has rights of ingress and egress, from damage caused, in whole or in part, by acts or omissions of the Grantee, its employees, agents, contractors, subcontractors, assigns, lessees, licensees and agents.

b. The Grantee shall not cause or permit to be caused by any of its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees, any hazardous substances, as defined by the Comprehensive Environmental Response, Compensation and

Liability Act of 1980 ("CERCLA"), pollutants or contaminants, as defined by CERCLA, or hazardous waste, as defined by the Resource, Conservation and Recovery Act ("RCRA"), or as otherwise defined or regulated for the protection of the environment or human welfare by any applicable federal, state or local law, including, but not limited to, asbestos and/or urea formaldehyde, or any pollutants or toxic pollutants as defined by the Clean Water Act, and any amendments thereto, to be dumped, spilled, introduced, released, permanently stored or deposited on, over or beneath the Easement Property or any other lands owned by the Grantor.

6. **Retained Rights.** The Grantor shall have all rights to the Easement Property not granted hereby.

7. **Miscellaneous.**

a. Except as otherwise expressly provided herein, all provisions herein contained, including the benefits, burdens and covenants, are intended to run with the land and shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

b. This easement constitutes all of the agreements, understandings and promises between the parties hereto, with respect to the subject matter hereof.

c. This easement shall be of no force and effect until this easement is duly and validly executed by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Easement Agreement as of the date and year first above written.

**GRANTOR: WMG Development, LLC, a
Delaware limited liability company**

By: _____
Jonathan Brumleve, Manager

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Jonathan Brumleve, as Manager of WMG Development, LLC.

My commission expires: _____.

SEAL

Notary Public

GRANTEE: TOWN OF PARKER

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

EXHIBIT A
LEGAL DESCRIPTION

A PORTION OF LOT 5, BLOCK 10, STROH CROSSING FILING NO. 1, AMENDMENT NO. 1, RECORDED UNDER RECEPTION NO. 2019025310, IN THE OFFICIAL RECORDS OF THE DOUGLAS COUNTY, COLORADO CLERK AND RECORDER'S OFFICE, LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 6 SOUTH, RANGE 66 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT MOST SOUTHEASTERLY CORNER OF SAID LOT 5.

THENCE ALONG THE SOUTHEASTERLY BOUNDARY OF SAID LOT 5 AND THE NORTHWESTERLY BOUNDARY OF LOT 6, SAID BLOCK 10, NORTH 44°28'20" EAST, A DISTANCE OF 23.56 FEET TO THE **POINT OF BEGINNING**.

THENCE DEPARTING SAID SOUTHEASTERLY AND NORTHWESTERLY BOUNDARY, NORTH 43°16'48" WEST, A DISTANCE OF 48.98 FEET;

THENCE NORTH 90°00'00" WEST, A DISTANCE OF 67.15 FEET;

THENCE NORTH 00°12'00" WEST, A DISTANCE OF 25.00 FEET;

THENCE NORTH 90°00'00" EAST, A DISTANCE OF 78.04 FEET;

THENCE SOUTH 43°16'48" EAST, A DISTANCE OF 58.79 FEET TO SAID SOUTHEASTERLY AND NORTHWESTERLY BOUNDARY;

THENCE ALONG SAID SOUTHEASTERLY AND NORTHWESTERLY BOUNDARY, SOUTH 44°28'20" WEST, A DISTANCE OF 25.02 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.073 ACRES, (3,162 SQUARE FEET), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.

DANIEL E. DAVIS, PLS 38256
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 EAST MINERAL AVE., SUITE 1, LITTLETON, CO 80122
303-713-1898



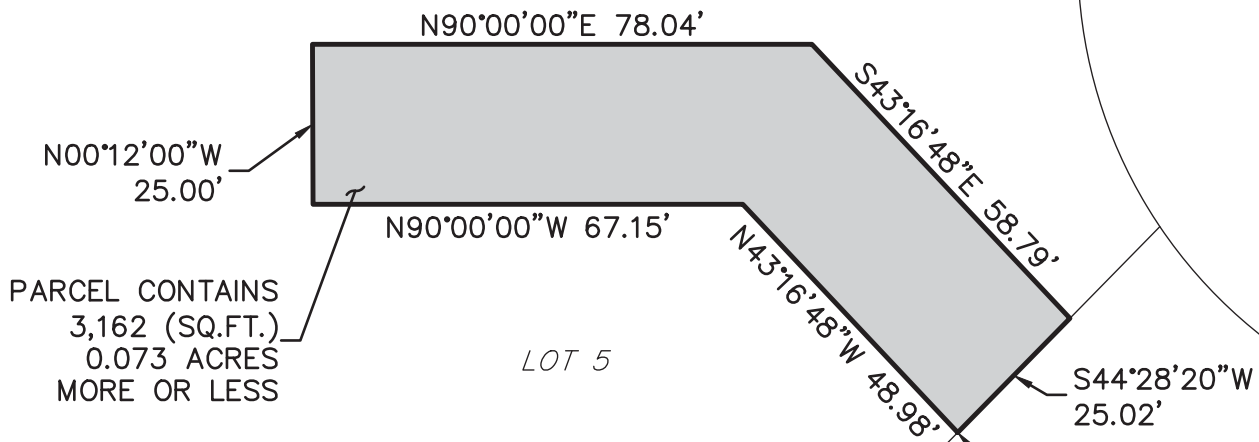
ILLUSTRATION TO EXHIBIT A



LOT 4

SE 1/4, SE 1/4 SEC. 34,
T.6S., R.66W., SIXTH P.M.

COPPERHEAD TRAIL
(50' PUBLIC ACCESS EASEMENT)
REC. NO. 2016035224



LOT 5

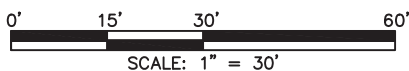
POINT OF COMMENCEMENT
MOST SOUTHEASTERLY CORNER OF LOT 5

POINT OF BEGINNING

LOT 6
BLOCK 10
STROH CROSSING
FILING NO. 1,
AMENDMENT NO. 1
REC. NO. 2019025310

N44°28'20"E 10.20'
(BASIS OF BEARINGS)
MOST SOUTHEASTERLY
BOUNDARY OF LOT 5

LOT 7



NOTE: THIS DRAWING DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH: _____
DWG NAME: _____
DWG: RBA CHK: DED
DATE: 05-16-2019
SCALE: 1" = 30'

STORM EASEMENT 3.DWG



AZTEC
CONSULTANTS, INC.

300 East Mineral Ave,
Suite 1
Littleton, Colorado 80122
Phone: (303)713-1898
Fax: (303)713-1897
www.aztecconsultants.com

Q:\140619-01 Reata Ridge Village - ALTA Update\DWG\EXHIBITS

STORM SEWER EASEMENT

LOT 5, STROH CROSSING FILING NO. 1, AMENDMENT 1
PARKER, DOUGLAS COUNTY, COLORADO

JOB NUMBER 140619-01

2 OF 2 SHEETS

Vicinity Map





Request for Town Council Action

Date: June 17, 2019

Submitted By: Tyler Sandt, Development Review Engineer

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 19-049**
A Resolution Accepting the Conveyance of a Drainage Easement from Reata Ridge Realty Partners LLC, for a Portion of Lot 6, Block 10, Stroh Crossing Filing No. 1, Amendment No. 1

Department: Engineering/Public Works, Tyler Sandt

EXECUTIVE SUMMARY

This item accompanies a resolution accepting the conveyance of a drainage easement covering drainage improvements proposed with the site plan for a portion of Lot 6, Block 10, Stroh Crossing Filing No. 1, 1st Amendment.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town's stormwater criterion requires that drainage easements be dedicated over all public storm drainage facilities located on private property. The drainage easements are necessary to ensure the long-term operation and maintenance of drainage infrastructure to minimize flooding and protect the quality of stormwater runoff.

The Engineering Department has reviewed and approved the construction drawings for the drainage facilities associated with an approved site plan for a portion of Lot 6, Block 10, Stroh Crossing Filing No. 1, 1st Amendment. Since the drainage facilities are being constructed as part of a site plan process, and not a plat, the easements need to be dedicated via separate instrument.

FINANCIAL IMPACT

The drainage improvements proposed with the easement will be the maintenance responsibility

of the property owner, there is no financial impact to the Town.

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY

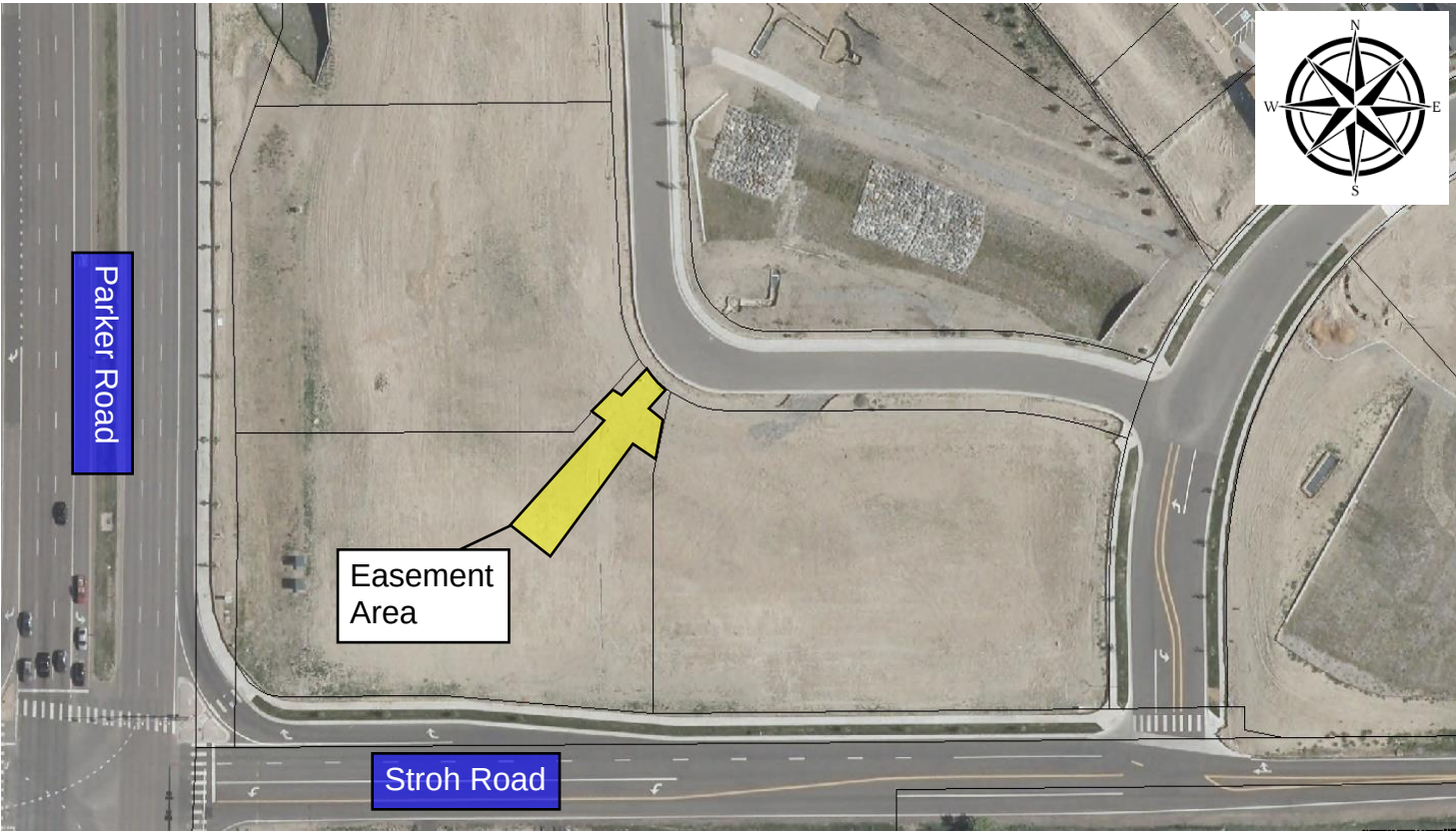
ATTACHMENTS

1. Vicinity Map
2. Resolution No. 19-049

RECOMMENDED MOTION

I move to approve Resolution No. 19-049, as part of the consent agenda.

Vicinity Map



RESOLUTION NO. 19-049, Series of 2019

TITLE: A RESOLUTION ACCEPTING THE CONVEYANCE OF A DRAINAGE EASEMENT FROM REATA RIDGE REALTY PARTNERS LLC, FOR A PORTION OF LOT 6, BLOCK 10, STROH CROSSING FILING NO. 1, AMENDMENT NO. 1

WHEREAS, the Town Council of the Town of Parker desires to accept the grant of an easement for the purpose of the maintenance of a drainage pipe and appurtenant drainage facilities;

WHEREAS, Section 1.06.010 of the Town of Parker Municipal Code requires the acceptance of a conveyance of real property to the Town be effectuated by resolution; and

WHEREAS, the Town Council of the Town of Parker desires to accept the grant of an easement specified hereinbelow to the Town by this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, AS FOLLOWS:

Section 1. The Town Council of the Town of Parker hereby accepts the conveyance of certain property interests for the purpose of the maintenance of a drainage pipe and appurtenant drainage facilities from Reata Ridge Realty Partners LLC, for a portion of Lot 6, Block 10, Stroh Crossing Filing No. 1, Amendment No. 1, as provided in the Drainage Easement Agreement attached as **Exhibit 1** and incorporated by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

RESOLVED AND PASSED this ____ day of _____, 2019.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

EXHIBIT 1

DRAINAGE EASEMENT AGREEMENT

THIS DRAINAGE EASEMENT AGREEMENT (the "Easement Agreement") is dated this _____ day of _____, 2019, by Reata Ridge Realty Partners LLC, a Colorado limited liability company, whose legal address is 8231 E. Prentice Avenue, Greenwood Village, Colorado 80111 (the "Grantor"), and the Town of Parker, a Colorado home rule municipality, having an address of 20120 East Mainstreet, Parker, Colorado 80138 (the "Grantee").

WHEREAS, the Grantee desires to acquire an easement for the purpose of the maintenance of a drainage pipe and appurtenant drainage facilities on and through the property more particularly described and depicted in **Exhibit A** (the "Easement Property"), attached hereto and incorporated herein by this reference; and

WHEREAS, the Grantor is willing to grant an easement to the Grantee for the aforesaid purposes on the terms and conditions set forth hereinbelow.

NOW, THEREFORE, for good and valuable consideration by the Grantee to the Grantor, the covenants of the Grantee herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant, and for and in consideration of the easement rights herein granted and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantee does hereby covenant and agree as follows:

1. Grant of Easement. The Grantor does hereby grant and convey unto the Grantee, its successors, assigns, lessees, licensees and agents, an easement under and through the Easement Property, for the purpose of providing the maintenance of a drainage pipe and appurtenant drainage facilities. The Grantee shall also have the specific rights of ingress and egress, consistent with this Easement Agreement, for the construction, reconstruction, operation and maintenance of a drainage pipe and appurtenant drainage facilities, consistent with the easement provided herein. Subject to the other terms and conditions of this Easement Agreement, the Grantee shall also have the right to remove impediments to operation and maintenance of the Easement Property such as trees, asphalt and sidewalks. The Grantee further agrees all construction, reconstruction, operation, maintenance, removal and any other activities which disturb the Easement Property will be coordinated with Grantor so as to minimize any disruption to the Grantor's property, and Grantee will restore any damage or disturbance to the Easement Property resulting from such activities at the cost of the Grantor.

2. Title. The Grantor warrants that the Easement Property is free and clear of all liens and encumbrances, subject to matters of public record as of the date hereof.

3. Operation and Maintenance.

a. The operation and maintenance of the drainage facilities described herein and located within the Easement Property shall be the responsibility of the Grantor; provided, however, that Grantee shall have the right to maintain the drainage facilities in the event Grantee, in its sole discretion, determines to enter the Easement Property for the operation and/or maintenance of the drainage facilities as set forth in subsection b. hereinbelow. The Grantor acknowledges and agrees that the Grantee has the right to enter the Easement Property to maintain

and operate the drainage facilities covered by Chapter 4.08 of the Parker Municipal Code or to maintain and operate the drainage facilities in the manner described herein, in accordance with subsection b. below.

b. If the Grantor fails to adequately maintain the drainage facilities located within the Easement Property, and within fourteen (14) days after the date of written notice from the Grantee, fails to correct the maintenance problem, or fails to begin to clean, cure or correct such problem within fourteen (14) days if such problem cannot be reasonably cleaned, cured or corrected within fourteen (14) days, and fails to diligently prosecute such cleaning, cure or correction to completion, then the Grantee may do so as provided herein. Notwithstanding the foregoing, the Grantee may, in the event of an emergency, as determined by the Grantee in its sole discretion, clean, cure or correct any damage caused by Grantor's failure to adequately maintain the drainage facilities located within the Easement Property. The Grantor shall reimburse the Grantee for the cost of such maintenance to the extent that (i) the drainage facilities and/or the type of maintenance performed by the Grantee are not covered by Chapter 4.08 of the Parker Municipal Code, as amended, or (ii) if the drainage facilities and/or the type of maintenance performed by the Grantee is covered by Chapter 4.08 of the Parker Municipal Code, as amended, and the Grantee determines in its sole discretion that there are not sufficient funds available for such maintenance. If the Grantor fails to reimburse the Grantee for the cost of such maintenance, within thirty (30) days after receipt of an invoice from the Grantee describing the corrective or maintenance action taken, the unpaid amount shall constitute a lien on the Easement Property until paid in full, with priority over all other liens, except general tax liens, which liens shall be certified to the County Treasurer and collected in the same manner as other taxes are collected. The Grantor further agrees that the Grantee may also pursue any and all other remedies available at law or in equity.

4. Grantor Defined. The word "Grantor" as used herein, whenever the context requires or permits, shall include the heirs, personal representatives, beneficiaries, successors, grantees and assigns of the owners of the land through which the easement runs, or the respective owners from time to time of portions thereof. The burdens and benefits of this Easement Agreement shall be deemed covenants running with said easements and said land. Notwithstanding any contrary provision in this Easement Agreement, however, any obligation under this Easement Agreement which is to be performed by the owner of any land which is burdened by this Easement Agreement shall be enforceable only against the then owner of such land, and not against any such owner's predecessors in interest.

5. Covenants of Grantee. The Grantee hereby represents, covenants and warrants in favor of the Grantor, and its successors and assigns, as follows:

a. The Grantee shall protect the Easement Property, and the adjacent lands of the Grantor over which the Grantee has rights of ingress and egress, from damage caused, in whole or in part, by acts or omissions of the Grantee, its employees, agents, contractors, subcontractors, assigns, lessees, licensees and agents.

b. The Grantee shall not cause or permit to be caused by any of its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees, any hazardous substances, as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), pollutants or contaminants, as defined by CERCLA, or

hazardous waste, as defined by the Resource, Conservation and Recovery Act ("RCRA"), or as otherwise defined or regulated for the protection of the environment or human welfare by any applicable federal, state or local law, including, but not limited to, asbestos and/or urea formaldehyde, or any pollutants or toxic pollutants as defined by the Clean Water Act, and any amendments thereto, to be dumped, spilled, introduced, released, permanently stored or deposited on, over or beneath the Easement Property or any other lands owned by the Grantor.

6. Retained Rights. The Grantor shall have all rights to the Easement Property not granted hereby.

7. Miscellaneous.

a. Except as otherwise expressly provided herein, all provisions herein contained, including the benefits, burdens and covenants, are intended to run with the land and shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

b. This easement constitutes all of the agreements, understandings and promises between the parties hereto, with respect to the subject matter hereof.

c. This easement shall be of no force and effect until this easement is duly and validly executed by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Easement Agreement as of the date and year first above written.

**GRANTOR: Reata Ridge Realty Partners LLC,
a Colorado limited liability company**

By: _____
Mark E. DeRose, Manager

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Mark E. DeRose, as Manager of Reata Ridge Realty Partners LLC.

My commission expires: _____.

SEAL

Notary Public

GRANTEE: TOWN OF PARKER

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

EXHIBIT A
LEGAL DESCRIPTION

A PORTION OF LOT 6, BLOCK 10, STROH CROSSING FILING NO. 1, AMENDMENT NO. 1, RECORDED UNDER RECEPTION NO. 2019025310, IN THE OFFICIAL RECORDS OF THE DOUGLAS COUNTY, COLORADO CLERK AND RECORDER'S OFFICE, LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 6 SOUTH, RANGE 66 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT MOST NORTHWESTERLY CORNER OF LOT 7, SAID BLOCK 10.

THENCE ALONG THE NORTHWESTERLY BOUNDARY OF SAID LOT 7 AND THE SOUTHEASTERLY BOUNDARY OF SAID LOT 6, NORTH 44°28'20" EAST, A DISTANCE OF 23.56 FEET TO THE **POINT OF BEGINNING**.

THENCE DEPARTING SAID NORTHWESTERLY AND SOUTHEASTERLY BOUNDARY, NORTH 44°08'03" WEST, A DISTANCE OF 5.41 FEET;

THENCE SOUTH 44°03'27" WEST, A DISTANCE OF 54.13 FEET;

THENCE NORTH 45°56'33" WEST, A DISTANCE OF 25.00 FEET;

THENCE NORTH 44°03'27" EAST, A DISTANCE OF 55.48 FEET;

THENCE NORTH 43°16'48" WEST, A DISTANCE OF 4.46 FEET TO THE SOUTHEASTERLY BOUNDARY OF LOT 5, SAID BLOCK 10, AND THE NORTHWESTERLY BOUNDARY OF SAID LOT 6;

THENCE ALONG SAID SOUTHEASTERLY AND NORTHWESTERLY BOUNDARY, NORTH 44°28'20" EAST, A DISTANCE OF 25.02 FEET;

THENCE DEPARTING SAID SOUTHEASTERLY AND NORTHWESTERLY BOUNDARY, SOUTH 43°16'48" EAST, A DISTANCE OF 5.17 FEET;

THENCE NORTH 48°05'40" EAST, A DISTANCE OF 19.29 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF COPPERHEAD TRAIL AS DEPICTED ON STROH ROAD CROSSING FILING NO. 1 RECORDED AT RECEPTION NO. 2016035224, IN SAID OFFICIAL RECORDS, AND THE NORTHEASTERLY BOUNDARY OF SAID LOT 6, AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 75.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 51°04'02" EAST;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY AND NORTHEASTERLY BOUNDARY, SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19°19'14", AN ARC LENGTH OF 25.29 FEET;

THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY AND NORTHEASTERLY BOUNDARY, NON-TANGENT TO SAID CURVE, SOUTH 48°05'38" WEST, A DISTANCE OF 21.62 FEET;

THENCE SOUTH 43°32'09" EAST, A DISTANCE OF 4.72 FEET TO THE NORTHWESTERLY BOUNDARY OF SAID LOT 7 AND SOUTHEASTERLY BOUNDARY OF SAID LOT 6;

THENCE ALONG SAID NORTHWESTERLY AND SOUTHEASTERLY BOUNDARY, SOUTH 44°28'20" WEST, A DISTANCE OF 25.14 FEET TO THE **POINT OF BEGINNING**.

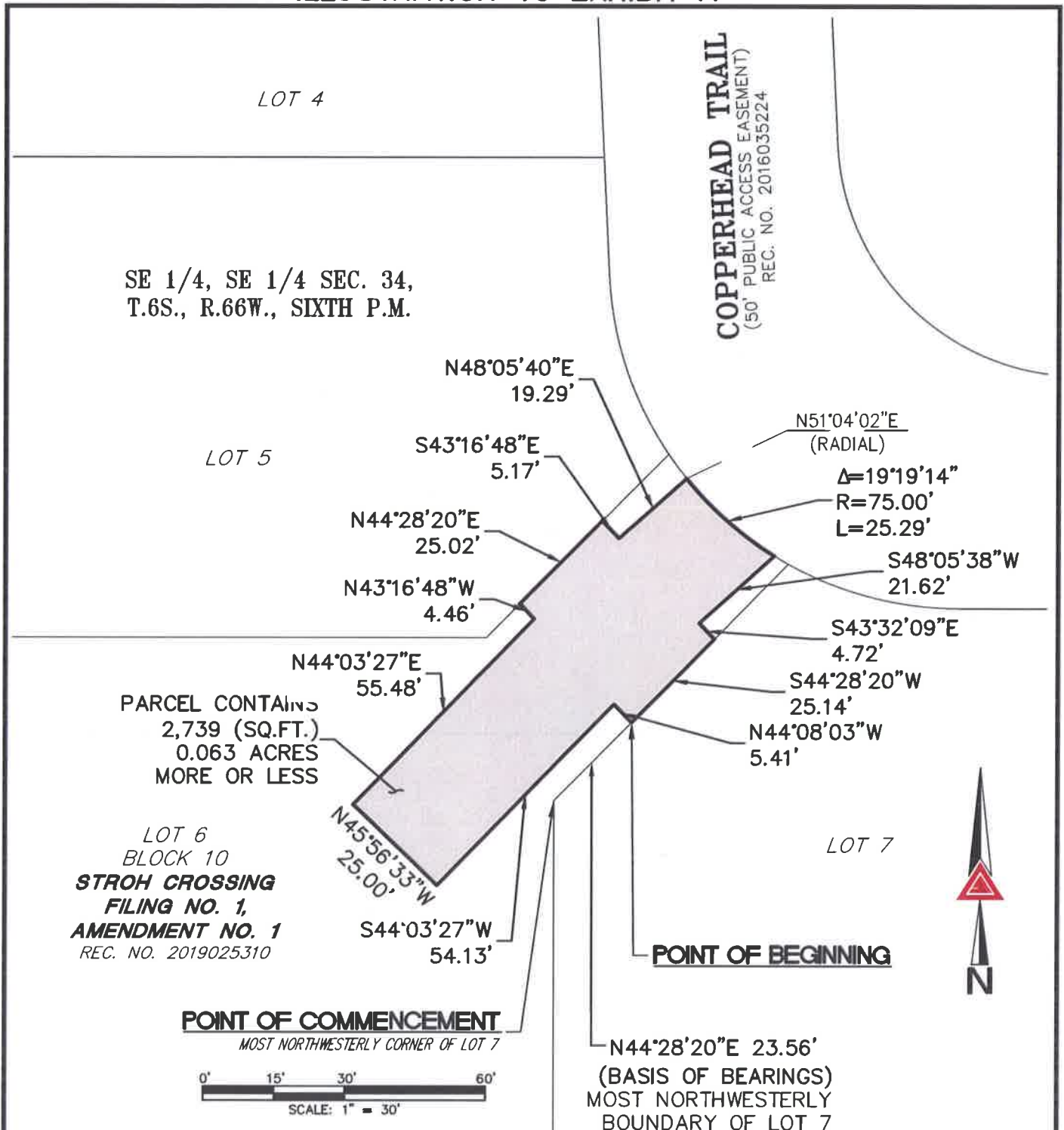
CONTAINING AN AREA OF 0.063 ACRES, (2,739 SQUARE FEET), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.

DANIEL E. DAVIS, PLS 38256
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 EAST MINERAL AVE., SUITE 1, LITTLETON, CO 80122
303-713-1898



ILLUSTRATION TO EXHIBIT A



NOTE: THIS DRAWING DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH:
DWG NAME:
DWG: RBA CHK: DED
DATE: 05-16-2019
SCALE: 1" = 30'

STORM EASEMENT 1.DWG



Q:\140619-01 Reata Ridge Village - ALTA Update\Draw\EXHIBITS

300 East Mineral Ave,
Suite 1
Littleton, Colorado 80122
Phone: (303)713-1898
Fax: (303)713-1897
www.aztecconsultants.com

STORM SEWER EASEMENT
LOT 6, STROH CROSSING FILING NO. 1, AMENDMENT 1
PARKER, DOUGLAS COUNTY, COLORADO

JOB NUMBER 140619-01

2 OF 2 SHEETS



Request for Town Council Action

Date: June 17, 2019

Submitted By: Tyler Sandt, Development Review Engineer

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 19-050**
A Resolution Accepting the Conveyance of a Drainage Easement from Reata Ridge Realty Partners, LLC, for a Portion of Lot 7, Block 10, Stroh Crossing Filing No. 1, Amendment No. 1

Department: Engineering and Public Works, Tyler Sandt

EXECUTIVE SUMMARY

This item accompanies a resolution accepting the conveyance of a drainage easement covering drainage improvements proposed with the site plan for a portion of Lot 7, Block 10, Stroh Crossing Filing No. 1, 1st Amendment.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town's stormwater criterion requires that drainage easements be dedicated over all public storm drainage facilities located on private property. The drainage easements are necessary to ensure the long-term operation and maintenance of drainage infrastructure to minimize flooding and protect the quality of stormwater runoff.

The Engineering Department has reviewed and approved the construction drawings for the drainage facilities associated with an approved site plan for a portion of Lot 5, Block 10, Stroh Crossing Filing No. 1, 20th Amendment. Since the drainage facilities are being constructed as part of a site plan process, and not a plat, the easements need to be dedicated via separate instrument.

FINANCIAL IMPACT

As the drainage improvements proposed with the easement will be the maintenance

responsibility of the property owner, there is no financial impact to the Town.

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

1. Vicinity Map
2. Resolution No. 19-050

RECOMMENDED MOTION

I move to approve Resolution No. 19-050, as part of the consent agenda.

Vicinity Map



RESOLUTION NO. 19-050, Series of 2019

TITLE: A RESOLUTION ACCEPTING THE CONVEYANCE OF A DRAINAGE EASEMENT FROM REATA RIDGE REALTY PARTNERS LLC, FOR A PORTION OF LOT 7, BLOCK 10, STROH CROSSING FILING NO. 1, AMENDMENT NO. 1

WHEREAS, the Town Council of the Town of Parker desires to accept the grant of an easement for the purpose of the maintenance of a drainage pipe and appurtenant drainage facilities;

WHEREAS, Section 1.06.010 of the Town of Parker Municipal Code requires the acceptance of a conveyance of real property to the Town be effectuated by resolution; and

WHEREAS, the Town Council of the Town of Parker desires to accept the grant of an easement specified hereinbelow to the Town by this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, AS FOLLOWS:

Section 1. The Town Council of the Town of Parker hereby accepts the conveyance of certain property interests for the purpose of the maintenance of a drainage pipe and appurtenant drainage facilities from Reata Ridge Realty Partners LLC, for a portion of Lot 7, Block 10, Stroh Crossing Filing No. 1, Amendment No. 1, as provided in the Drainage Easement Agreement attached as **Exhibit 1** and incorporated by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

RESOLVED AND PASSED this ____ day of _____, 2019.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

EXHIBIT 1

DRAINAGE EASEMENT AGREEMENT

THIS DRAINAGE EASEMENT AGREEMENT (the "Easement Agreement") is dated this _____ day of _____, 2019, by Reata Ridge Realty Partners LLC, a Colorado limited liability company, whose legal address is 8231 E. Prentice Avenue, Greenwood Village, Colorado 80111 (the "Grantor"), and the Town of Parker, a Colorado home rule municipality, having an address of 20120 East Mainstreet, Parker, Colorado 80138 (the "Grantee").

WHEREAS, the Grantee desires to acquire an easement for the purpose of the maintenance of a drainage pipe and appurtenant drainage facilities on and through the property more particularly described and depicted in **Exhibit A** (the "Easement Property"), attached hereto and incorporated herein by this reference; and

WHEREAS, the Grantor is willing to grant an easement to the Grantee for the aforesaid purposes on the terms and conditions set forth hereinbelow.

NOW, THEREFORE, for good and valuable consideration by the Grantee to the Grantor, the covenants of the Grantee herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant, and for and in consideration of the easement rights herein granted and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantee does hereby covenant and agree as follows:

1. Grant of Easement. The Grantor does hereby grant and convey unto the Grantee, its successors, assigns, lessees, licensees and agents, an easement under and through the Easement Property, for the purpose of providing the maintenance of a drainage pipe and appurtenant drainage facilities. The Grantee shall also have the specific rights of ingress and egress, consistent with this Easement Agreement, for the construction, reconstruction, operation and maintenance of a drainage pipe and appurtenant drainage facilities, consistent with the easement provided herein. Subject to the other terms and conditions of this Easement Agreement, the Grantee shall also have the right to remove impediments to operation and maintenance of the Easement Property such as trees, asphalt and sidewalks. The Grantee further agrees all construction, reconstruction, operation, maintenance, removal and any other activities which disturb the Easement Property will be coordinated with Grantor so as to minimize any disruption to the Grantor's property, and Grantee will restore any damage or disturbance to the Easement Property resulting from such activities at the cost of the Grantor.

2. Title. The Grantor warrants that the Easement Property is free and clear of all liens and encumbrances, subject to matters of public record as of the date hereof.

3. Operation and Maintenance.

a. The operation and maintenance of the drainage facilities described herein and located within the Easement Property shall be the responsibility of the Grantor; provided, however, that Grantee shall have the right to maintain the drainage facilities in the event Grantee, in its sole discretion, determines to enter the Easement Property for the operation and/or maintenance of the drainage facilities as set forth in subsection b. hereinbelow. The Grantor acknowledges and agrees that the Grantee has the right to enter the Easement Property to maintain

and operate the drainage facilities covered by Chapter 4.08 of the Parker Municipal Code or to maintain and operate the drainage facilities in the manner described herein, in accordance with subsection b. below.

b. If the Grantor fails to adequately maintain the drainage facilities located within the Easement Property, and within fourteen (14) days after the date of written notice from the Grantee, fails to correct the maintenance problem, or fails to begin to clean, cure or correct such problem within fourteen (14) days if such problem cannot be reasonably cleaned, cured or corrected within fourteen (14) days, and fails to diligently prosecute such cleaning, cure or correction to completion, then the Grantee may do so as provided herein. Notwithstanding the foregoing, the Grantee may, in the event of an emergency, as determined by the Grantee in its sole discretion, clean, cure or correct any damage caused by Grantor's failure to adequately maintain the drainage facilities located within the Easement Property. The Grantor shall reimburse the Grantee for the cost of such maintenance to the extent that (i) the drainage facilities and/or the type of maintenance performed by the Grantee are not covered by Chapter 4.08 of the Parker Municipal Code, as amended, or (ii) if the drainage facilities and/or the type of maintenance performed by the Grantee is covered by Chapter 4.08 of the Parker Municipal Code, as amended, and the Grantee determines in its sole discretion that there are not sufficient funds available for such maintenance. If the Grantor fails to reimburse the Grantee for the cost of such maintenance, within thirty (30) days after receipt of an invoice from the Grantee describing the corrective or maintenance action taken, the unpaid amount shall constitute a lien on the Easement Property until paid in full, with priority over all other liens, except general tax liens, which liens shall be certified to the County Treasurer and collected in the same manner as other taxes are collected. The Grantor further agrees that the Grantee may also pursue any and all other remedies available at law or in equity.

4. Grantor Defined. The word "Grantor" as used herein, whenever the context requires or permits, shall include the heirs, personal representatives, beneficiaries, successors, grantees and assigns of the owners of the land through which the easement runs, or the respective owners from time to time of portions thereof. The burdens and benefits of this Easement Agreement shall be deemed covenants running with said easements and said land. Notwithstanding any contrary provision in this Easement Agreement, however, any obligation under this Easement Agreement which is to be performed by the owner of any land which is burdened by this Easement Agreement shall be enforceable only against the then owner of such land, and not against any such owner's predecessors in interest.

5. Covenants of Grantee. The Grantee hereby represents, covenants and warrants in favor of the Grantor, and its successors and assigns, as follows:

a. The Grantee shall protect the Easement Property, and the adjacent lands of the Grantor over which the Grantee has rights of ingress and egress, from damage caused, in whole or in part, by acts or omissions of the Grantee, its employees, agents, contractors, subcontractors, assigns, lessees, licensees and agents.

b. The Grantee shall not cause or permit to be caused by any of its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees, any hazardous substances, as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), pollutants or contaminants, as defined by CERCLA, or

hazardous waste, as defined by the Resource, Conservation and Recovery Act ("RCRA"), or as otherwise defined or regulated for the protection of the environment or human welfare by any applicable federal, state or local law, including, but not limited to, asbestos and/or urea formaldehyde, or any pollutants or toxic pollutants as defined by the Clean Water Act, and any amendments thereto, to be dumped, spilled, introduced, released, permanently stored or deposited on, over or beneath the Easement Property or any other lands owned by the Grantor.

6. Retained Rights. The Grantor shall have all rights to the Easement Property not granted hereby.

7. Miscellaneous.

a. Except as otherwise expressly provided herein, all provisions herein contained, including the benefits, burdens and covenants, are intended to run with the land and shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

b. This easement constitutes all of the agreements, understandings and promises between the parties hereto, with respect to the subject matter hereof.

c. This easement shall be of no force and effect until this easement is duly and validly executed by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Easement Agreement as of the date and year first above written.

**GRANTOR: Reata Ridge Realty Partners LLC,
a Colorado limited liability company**

By: _____
Mark E. DeRose, Manager

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Mark E. DeRose, as Manager of Reata Ridge Realty Partners LLC.

My commission expires: _____.

SEAL

Notary Public

GRANTEE: TOWN OF PARKER

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

EXHIBIT A
LEGAL DESCRIPTION

A PORTION OF LOT 7, BLOCK 10, STROH CROSSING FILING NO. 1, AMENDMENT NO. 1, RECORDED UNDER RECEPTION NO. 2019025310, IN THE OFFICIAL RECORDS OF THE DOUGLAS COUNTY, COLORADO CLERK AND RECORDER'S OFFICE, LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 6 SOUTH, RANGE 66 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT MOST NORTHWESTERLY CORNER OF SAID LOT 7.

THENCE ALONG THE NORTHWESTERLY BOUNDARY OF SAID LOT 7 AND SOUTHEASTERLY BOUNDARY OF LOT 6, SAID BLOCK 10, NORTH 44°28'20" EAST, A DISTANCE OF 23.56 FEET TO THE **POINT OF BEGINNING**.

THENCE CONTINUING ALONG SAID NORTHWESTERLY AND SOUTHEASTERLY BOUNDARY, NORTH 44°28'20" EAST, A DISTANCE OF 25.14 FEET;

THENCE DEPARTING SAID NORTHWESTERLY AND SOUTHEASTERLY BOUNDARY, SOUTH 43°32'09" EAST, A DISTANCE OF 25.26 FEET;

THENCE SOUTH 45°51'57" WEST, A DISTANCE OF 24.87 FEET;

THENCE NORTH 44°08'03" WEST, A DISTANCE OF 24.65 FEET TO THE **POINT OF BEGINNING**.

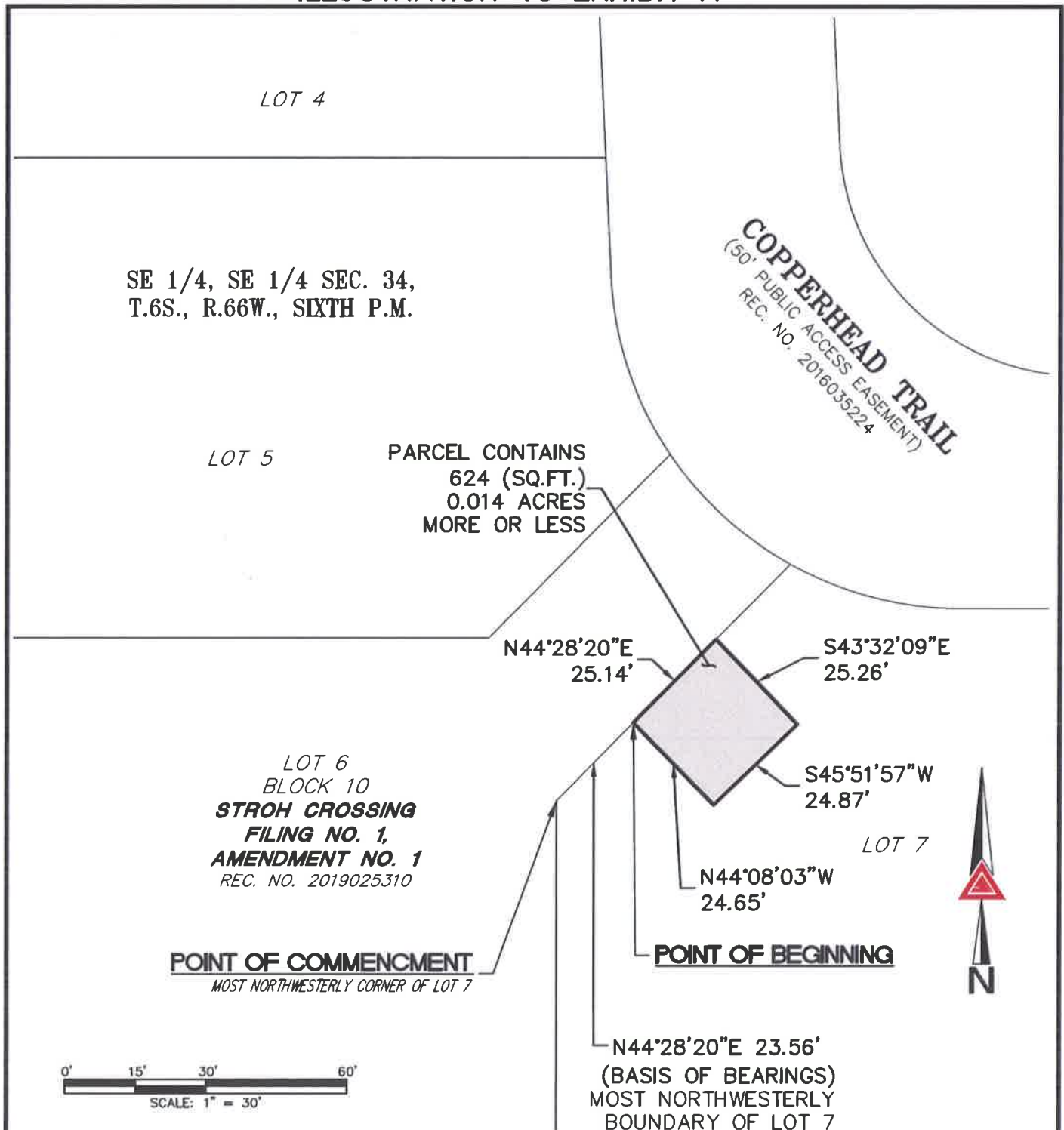
CONTAINING AN AREA OF 0.014 ACRES, (624 SQUARE FEET), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.

DANIEL E. DAVIS, PLS 38256
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 EAST MINERAL AVE., SUITE 1, LITTLETON, CO 80122
303-713-1898



ILLUSTRATION TO EXHIBIT A



NOTE: THIS DRAWING DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH:
DWG NAME:
DWG: RBA CHK: DED
DATE: 05-16-2019
SCALE: 1" = 30'

STORM EASEMENT 2.DWG



Q:\140619-01 Reata Ridge Village - ALTA Update\Draw\EXHIBITS

300 East Mineral Ave.,
Suite 1
Littleton, Colorado 80122
Phone: (303)713-1898
Fax: (303)713-1897
www.aztecconsultants.com

STORM SEWER EASEMENT
LOT 7, STROH CROSSING FILING NO. 1, AMENDMENT 1
PARKER, DOUGLAS COUNTY, COLORADO
JOB NUMBER 140619-01 2 OF 2 SHEETS



Request for Town Council Action

Date: June 17, 2019
Submitted By: Kristin Schledorn, Deputy Town Attorney
Reviewed By: Michelle Kivela, Town Administrator
Title: **HESS RANCH METROPOLITAN DISTRICT NOS. 1-3**

Department: **Town Attorney, Kristin Schledorn**

EXECUTIVE SUMMARY

Items 1 through 6 approve the Amended and Restated Service Plans and Amended and Restated Intergovernmental Agreements (IGAs) between the Town of Parker, Colorado, and Hess Ranch Metropolitan District Nos. 1 - 3 (to be known as Trails at Crowfoot Metropolitan District Nos. 1 - 3). Items 7 and 8 approve forms of agreements (a Partial Termination of a Debt Allocation and Cost Sharing Agreement and an Amended and Restated District Operating Agreement) among the Districts related to the approval of the amended and restated service plans and IGAs.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

In September 2015, the Town Council approved the Consolidated Service Plan (the “Original Service Plan”) for Hess Ranch Metropolitan District Nos. 1 – 8 (the “Hess Ranch Districts”). At the time of Town approval of the Original Service Plan it was anticipated that the Hess Ranch Districts would collectively undertake the financing and construction of the public improvements in sequential order. As a result of the sale of approximately 400 acres of land located within the Original Service Plan area (the “HR935 Property”), there is a diversity of property ownership in the Hess Ranch Districts, with JEN Colorado 18, LLC, owning the remaining approximately 1,136 acres of land (the “JEN Property”). As a result of this diversity of property ownership, the Hess Ranch Districts have determined that development of the project and financing and construction of the public improvements may occur at different times. The Hess Ranch Districts have decided that District Nos. 1-3 (the “Districts”) will serve the HR935 Property and District Nos. 4-8 will serve the JEN Property.

The proposed amended and restated service plans will reflect changes in the Districts’ boundaries, following certain inclusions and exclusions and do not reflect the boundaries as they

are today (a map showing the revised boundaries of the Districts is attached). Additionally, the Districts are currently in the process of changing their names to Trails at Crowfoot Metropolitan District (Nos. 1, 2 and 3, respectively).

The applications were administratively reviewed by Town staff as required by Section 10.11.160 of the Parker Municipal Code, and a comprehensive analysis is contained in the attached written report. The proposed service plans and IGAs substantially comply with the forms approved by Town Council in May 2019.

Related to the approval of the amended and restated service plans and IGAs, the Districts are also seeking the Town's approval of the forms of a Partial Termination of the Intergovernmental Agreement regarding Debt Allocation and Cost Sharing among the Hess Ranch Districts, as well as the form of an Amended and Restated District Operating Agreement among the Districts. Because District Nos. 1-3 and Districts Nos. 4-8 now operate independently, the Partial Termination terminates provisions related to how the debt limitation among the Hess Ranch Districts (from the Original Service Plan) would be divided. The Amended and Restated District Operating Agreement sets forth the current relationship among the Districts, with District No. 3 serving as the Operating District and District Nos. 1 and 2 serving as the Taxing Districts.

FINANCIAL IMPACT

Pursuant to the terms of the proposed IGAs and Service Plans, the Districts have agreed to levy and remit to the Town, a property tax of 5 mills, which will be used for the planning, design, construction and maintenance of Town infrastructure, as identified on Exhibit B of the IGAs.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Hess Ranch1-3 (Trails at Crowfoot 1-3) - Summary Memo_REV 052819
2. Hess Ranch 1-3 Boundary Adjustments Map REDUCED SIZE

RECOMMENDED MOTION

I move to approve Resolution No. 19-032.

I move to approve Resolution No. 19-033.

I move to approve Resolution No. 19-034.

I move to approve Ordinance No. 9.287 on second reading.

I move to approve Ordinance No. 9.288 on second reading.

I move to approve Ordinance No. 9.289 on second reading.

I move to approve Resolution No. 19-035.

I move to approve Resolution No. 19-036.



MEMO

To: Kristin Schledorn, Town of Parker
From: Monica Rosenbluth, Butler Snow
Date: May 20, 2019
Re: Amended and Restated Service Plan for Hess Ranch Metropolitan District No. 1
(to be known as Trails at Crowfoot Metropolitan District No. 1)
Amended and Restated Service Plan for Hess Ranch Metropolitan District No. 2
(to be known as Trails at Crowfoot Metropolitan District No. 2)
Amended and Restated Service Plan for Hess Ranch Metropolitan District No. 3
(to be known as Trails at Crowfoot Metropolitan District No. 3)
(together, the "Districts")

The following is our report on the three proposed Service Plans for the above-mentioned Districts which are set for a public hearing before the Town Council on June 17, 2019. This report summarizes key information about the Districts and the Service Plans.

**Hess Ranch Metropolitan District Nos. 1-3
(to be known as Trails at Crowfoot Metropolitan District Nos. 1-3)**

Developer: E5X Management Inc. (Chris Elliott)

Attorney: White Bear Ankele Tanaka & Waldron (Kristin Bowers Tompkins and Megan Murphy)

Finance: D.A. Davidson & Co.

Accounting: CliftonLarsonAllen (Ben Houghton)

Engineer: CVL Consultants

Bond Counsel: Kutak Rock LLP (Ken Guckenberger)

Location: Approximately 400 acres located on the east side of Crowfoot Valley Road, south of Stroh Road and north of Pradera Parkway

Area/Land Use: District 1: 133 acres; District 2: 106 acres; District 3: 161 acres (these are the expected acreages of the respective Districts; currently, Districts 1 and 2 are stacked on top of each other and each comprises 239 acres. After the inclusion and exclusion process, the current Districts 1 and 2 will be split

into two pieces, and will include 133 acres and 106 acres, respectively. District 3's boundaries will not change; it will remain 161 acres in size). Each of the three Districts is anticipated to include both residential and commercial development.

Build Out Schedule: Build out anticipated to occur by 2023, per the consolidated Financial Plan.

Projected Assessed: \$494,305,370 projected total assessed valuation (AV) for all residential development at completion of project build out, anticipated for 2023 completion year (per consolidated Financial Plan, with 2-year lag for AV realization).

\$17,318,915 projected total AV for all commercial development at completion of project build out, anticipated for 2023 completion year (per consolidated Financial Plan, with 2-year lag for AV realization).

Powers: Water, streets, traffic and safety control, sanitation, storm sewers and drainage, and parks and recreation improvements. Transportation, television relay and translation, mosquito and pest control, security services, covenant enforcement, design review only if authorized in IGA (and these powers are not authorized in the current version of the IGA).

Regional Infrastructure: In accordance with the Intergovernmental Agreement between each of the three Districts and the Town (the "IGA"), the Districts will construct the following regional infrastructure using the Infrastructure Capital Mill Levy of 5 mills:

- Regional detention pond and associated improvements to Lemon Gulch;
- Regional open space and regional trails as expressly identified in Paragraph 7 of the Amended and Restated Stroh Ranch/Hess Ranch Annexation Agreement (Southern Property); and
- Bayou Gulch Road, Crowfoot Valley Road, and North Pinery Parkway, including associated landscape improvements.

Town Infrastructure: In accordance with the IGA, the Town is authorized to utilize the revenues generated from the Town Capital and Maintenance Mill Levy of 5 mills for the planning, design, financing, acquisition, construction, operation, and maintenance of the following Town Infrastructure associated with the impacts from development within the Districts:

- The Park Tract and all associated improvements (Tract DD, Filing No. 1).

- All roadways, storm sewer, and associated items constructed within Town right-of-way.
- Regional roadways serving the District.
- All storm sewer, detention ponds, stream improvements, and other stormwater conveyance infrastructure located on Town, HOA or District-owned property that is eligible for maintenance assistance through the Town's Stormwater Utility.
- Widening of Bayou Gulch Road to a full arterial roadway section through the District boundaries, including additional lanes, sidewalk, curb and gutter, medians, and all other associated items.

Operation and
Maintenance:

In accordance with the IGA, the District is required to dedicate the Public Improvements to the Town or other appropriate jurisdiction or owners association in a manner consistent with the Approved Development Plan, Development Agreement and other rules and regulations of the Town and applicable provisions of the Town Code. The Districts are authorized to impose up to 10 mills for District administrative and operating expenses, as well as the maintenance of the following regional infrastructure:

Drainage Improvements (including detention and storm improvements)
Street Improvements (including roads, curbs, gutters, culverts, sidewalks, bridges, parking facilities, paving, lighting, grading, landscaping, and other street improvements)
Traffic and Safety Controls
Open Space and Trails
Landscaping
Parks and Recreation Improvements and Facilities, including club houses, recreation centers, and swimming pools
Retaining Walls
Irrigation Systems
Streetscape associated with the widening of Bayou Gulch Road

Improvement Costs: \$55,874,986.85, consisting of local and regional improvements for Trails at Crowfoot Filings 1-15. Improvements to be constructed are detailed above.

Debt Limit: The Districts shall not issue Debt in excess of \$90,068,750 total aggregate principal amount, provided that such limitation shall not be applicable to refunding Bonds issued by the Districts to refund outstanding Debt. The foregoing figure is the product of: (a) the bonding capacity of the Districts, which was derived using the following assumptions: (i) the interest rate is not less than 150 basis points more than the 30 Year AAA MMD Index (as

of the date of the submission of the Service Plan); (ii) inflation on completed structures does not exceed a 4% biennial growth rate; (iii) the bonds amortize over a period of 40 years; and (iv) debt service coverage is no less than 100%; and (v) the levying by each of the Districts of 57 mills for the Maximum Debt Mill Levy, 5 mills for the Infrastructure Capital Mill Levy, and 5 mills for the Town Capital and Maintenance Mill Levy; and (b) 125%. The Districts shall allocate the Debt among themselves in an intergovernmental agreement and shall provide a copy of such intergovernmental agreement and any subsequent amendments thereto to the Town.

The Debt limitation shall not apply to the District's pledge of its property tax or specific ownership tax revenues derived from its mill levies to one of the other Districts (as defined in the Service Plan).

The Districts are required to enter into an agreement among themselves allocating the \$90,068,750 in debt authorization.

Mill Levy:

The mill levy the District will each impose is 77 mills, which is subject to the Mill Levy Adjustment on a going-forward basis from January 1, 2019. The 77 mills is comprised of:

- 57 mills for the Maximum Debt Mill Levy;
- 10 mills for the Operation and Maintenance Mill Levy, to be used for the costs of ongoing administrative, accounting and legal services of the Districts, and for the maintenance of certain regional improvements (identified in the table above);
- 5 mills for the Infrastructure Capital Mill Levy, to be used for the construction of regional infrastructure; and
- 5 mills for the Town Capital and Maintenance Mill Levy, to be used for construction and maintenance of infrastructure the Town determines is necessary or desirable in connection with the impacts of development in the District.

Proposed Debt

Issuance:

The Financial Plan for the Districts indicates that the Districts will issue bonds in the amount of \$72,055,000 in 2020.

PROPOSED BOUNDARIES

Trails at Crowfoot
Metropolitan District No. 1

Trails at Crowfoot
Metropolitan District No.3

Trails at Crowfoot
Metropolitan District No.2



ENGINEER/SURVEYOR
CVL CONSULTANTS
10333 E. Dry Creek Rd., Suite 240
Englewood, CO 80112
Tel: (720) 452-8528 / Fax: (720) 452-8546

RESOLUTION NO. 19-032, Series of 2019

TITLE: A RESOLUTION TO APPROVE THE AMENDED AND RESTATED SERVICE PLAN FOR HESS RANCH METROPOLITAN DISTRICT NO. 1 TO BE KNOWN AS TRAILS AT CROWFOOT METROPOLITAN DISTRICT NO. 1

WHEREAS, by Resolution No. 15-063, the Town Council of the Town of Parker (the “Town”) on September 21, 2015, approved a Consolidated Service Plan (“Original Service Plan”) for the organization of the Hess Ranch Metropolitan District Nos. 1-8; and

WHEREAS, Hess Ranch Metropolitan District No. 1 (the “District”) is currently in the process of changing its name to Trails at Crowfoot Metropolitan District No. 1; and

WHEREAS, an Amended and Restated Service Plan for Hess Ranch Metropolitan District No. 1 (the “Service Plan”) was filed in the office of the Town Clerk of the Town of Parker; and

WHEREAS, the Town, pursuant to C.R.S. § 32-1-101, *et seq.*, (the “Special Districts Act”) and Chapter 10.11 of the Town of Parker Municipal Code (the “Code”), has the authority to approve service plans for metropolitan districts that are organized within the Town’s boundaries; and

WHEREAS, the Town Council has reviewed the Service Plan, the evidence and related exhibits, and has determined that the same meets the municipal approval criteria under the Special District Act and the Code, and therefore, has determined to adopt a resolution of approval of the Service Plan for the District; and

WHEREAS, a copy of the Service Plan is attached hereto as **Exhibit 1** and incorporated herein by reference; and

WHEREAS, notice of the public hearing before the Town Council for its consideration of the Service Plan was duly published in the *Douglas County News-Press* on May 23, 2019, in accordance with the Special Districts Act, as evidenced by the Affidavit of Publication attached hereto as **Exhibit 2** and incorporated herein by reference; and

WHEREAS, in accordance with the Special Districts Act, notice of the hearing before the Town Council was also duly mailed by first class mail on May 21, 2019, to all property owners within the boundaries of the District, to interested persons, defined as follows: (1) the Colorado Division of Local Government; and (2) the governing body of any municipality or special district which has levied an ad valorem tax within the next preceding tax year, and which has boundaries within a radius of three miles of the District’s boundaries, as evidenced by the Certificate of Mailing of Notice of Hearing to Three Mile Radius Entities attached hereto as **Exhibit 3** and incorporated herein by reference; and

WHEREAS, the boundaries of the District are wholly contained within the boundaries of the Town; and

WHEREAS, pursuant to the provisions of the Special Districts Act and the Code, the Town Council held a public hearing on the Service Plan for the District on June 17, 2019; and

WHEREAS, the Town Council considered the Service Plan, and all other testimony and evidence presented at said hearing.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, AS FOLLOWS:

Section 1. The Town Council hereby determines that the hearing before the Town Council was open to the public; all interested parties were heard or had the opportunity to be heard; and all relevant testimony and evidence submitted to the Town Council was considered.

Section 2. The Town Council hereby determines that the requirements of the Special Districts Act and the Code, relating to the filing of the Service Plan for the District, and the requirements of C.R.S. § 32-1-204 relating to notice of the hearing by the Town Council, and the requirements of the Special Districts Act and the Code, relating to the approval by the Town Council, have been fulfilled.

Section 3. Upon consideration of the Service Plan for the District, and evidence at the public hearing on the Service Plan, the Town Council does find, determine and declare, as required by C.R.S. § 32-1-203 and the Code, as follows:

1. There continues to be sufficient existing and projected need for organized service in the area to be serviced by the District;
2. That the existing service in the area to be served by the District continues to be inadequate for present and projected needs;
3. That the District is capable of providing economical and sufficient service to the area within their boundaries;
4. That the area included in the District has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis;
5. That adequate service is not or will not be available to the area through the Town or other existing quasi-municipal corporations, including existing districts, within a reasonable time and on a comparable basis;
6. That the facility and service standards of the District are compatible with the facility and service standards of the Town;
7. That the Service Plan is in substantial compliance with the Town's master plan;
8. That the Service Plan is in substantial compliance with the county, regional or state long-range water quality management plan for the area;

9. That approval of the Service Plan for the District will be in the best interests of the area to be served;

10. That approval of the Service Plan for the District will be in the best interests of the residents or future residents of the area proposed to be served;

11. That the Service Plan is in substantial compliance with Sections 10.11.010, *et seq.*, of the Code; and

12. That the approval of the Service Plan for the District will not foster urban development that is remote from or incapable of being integrated with existing urban areas, or place a burden on the Town or adjacent jurisdictions to provide urban services to residents of the District.

Section 4. The Town Council hereby finds that approval of the Service Plan is in the best interests of the property to be served, the Town and the District.

Section 5. The Town Council hereby approves the Service Plan for the District as submitted.

Section 6. A certified copy of this Resolution shall be filed in the records of the Town and the Douglas County Clerk and Recorder.

RESOLVED AND PASSED this _____ day of June, 2019.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

EXHIBIT 1
Service Plan

**AMENDED AND RESTATED SERVICE PLAN
FOR
HESS RANCH METROPOLITAN DISTRICT NO. 1**

**TO BE KNOWN AS
TRAILS AT CROWFOOT METROPOLITAN DISTRICT NO. 1
TOWN OF PARKER, COLORADO**

Prepared

by

WHITE BEAR ANKELE TANAKA & WALDRON
2154 E. Commons Ave., Suite 2000
Centennial, CO 80122

Approved: June 17, 2019

TABLE OF CONTENTS

I.	INTRODUCTION	1
A.	Background	1
B.	Purpose and Intent.....	2
C.	Need for the Districts	2
D.	Objective of the Town Regarding Districts’ Service Plan.....	2
II.	DEFINITIONS.....	3
III.	BOUNDARIES	6
IV.	PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION.	6
V.	DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES.....	7
A.	Powers of the District and Service Plan Amendment.....	7
1.	Operations and Maintenance Limitation.....	7
2.	Fire Protection Limitation.....	7
3.	Television Relay and Translation; Mosquito Control, and Other Limitations	7
4.	Construction Standards Limitation	8
5.	Property Acquisition Limitation; Transfer Requirement.....	8
6.	Privately Placed Debt Limitation.....	8
7.	Inclusion and Exclusion Limitations	8
8.	Total Debt Issuance Limitation.....	9
9.	Monies from Other Governmental Sources	9
10.	Consolidation Limitation	9
11.	Bankruptcy Limitation	9
12.	Revenue Bond Limitation	10
13.	Service Plan Amendment Requirement	10
B.	Capital Plan.....	10
C.	Multiple District Structure	11
VI.	FINANCIAL PLAN.....	11
A.	General	11
B.	Maximum Voted Interest Rate and Maximum Underwriting Discount	12
C.	Maximum Debt Mill Levy	12
D.	Maximum Debt Mill Levy Imposition Term	13
E.	Operation and Maintenance Mill Levy	13
F.	Infrastructure Capital Mill Levy and Town Capital and Maintenance Mill Levy	13
G.	Debt Repayment Sources.....	14
H.	Debt Instrument Disclosure Requirement.....	15
I.	Security for Debt.....	15
J.	TABOR Compliance.....	15
K.	Subdistricts.....	15
A.	General	16

B.	Reporting of Significant Events.....	16
VIII.	DISSOLUTION	17
IX.	DISCLOSURE TO PURCHASERS.....	17
XII.	CONCLUSION.....	18

LIST OF EXHIBITS

EXHIBIT A	Legal Descriptions
EXHIBIT B	Parker Vicinity Map
EXHIBIT C	District Boundary Map
EXHIBIT D	Capital Plan and Engineer's Opinion of Probable Cost
EXHIBIT E	Maps Depicting Public Improvements
EXHIBIT F	Financial Plan
EXHIBIT G	Indemnification Letters
EXHIBIT H	Intergovernmental Agreement

I. INTRODUCTION

A. Background

On September 21, 2015, by Resolution No. 15-053, Series of 2015, the Town approved the Consolidated Service Plan (the “**Original Service Plan**”) for Hess Ranch Metropolitan District Nos. 1-8 (collectively, the “**Hess Ranch Districts**”). Hess Ranch Metropolitan District No. 1 is currently in the process of changing its name to Trails at Crowfoot Metropolitan District No. 1 (“**District No. 1**” or the “**District**”).

At the time of Town approval of the Original Service Plan it was anticipated that the Hess Ranch Districts would collectively undertake the financing and construction of the Public Improvements (as defined in the Original Service Plan), and that the Hess Ranch Districts share certain Public Improvement costs. Also at the time of Town approval of the Original Service Plan, the Hess Ranch Districts anticipated that the Hess Ranch Districts would undertake the financing and construction of the Public Improvements in sequential order. As a result of the sale of approximately 400.135 +/- acres of land located within the Service Plan Area (the “**HR935 Property**”), there is a diversity of property ownership in the Hess Ranch Districts. Upon information and belief, JEN Colorado 18, LLC owns the remaining approximately 1,135.955 +/- acres of land located within the Original Service Plan area (the “**JEN Property**”). As a result of such diversity of property ownership, the Hess Ranch Districts have determined that development of the project and financing and construction of the Public Improvements may occur at different times. The Hess Ranch Districts have determined that District No. 1, Hess Ranch Metropolitan District No. 2 (“**District No. 2**”), and Hess Ranch Metropolitan District No. 3 (“**District No. 3**” and collectively with District No. 1 and District No. 2, the “**Districts**”) will serve the HR935 Property and District No. 4, District No. 5, District No. 6, District No. 7 and District No. 8 (collectively, “**District Nos. 4-8**”) will serve the JEN Property.

The Original Service Plan contains a combined total aggregate debt limit for all of the Hess Ranch Districts of \$122,260,000 and requires the Hess Ranch Districts to enter into an Intergovernmental Agreement whereby the Hess Ranch Districts clarify the nature of the functions and services to be provided by each Hess Ranch District, and the mechanisms by which the Hess Ranch Districts will cooperatively fund Public Improvement costs. On February 21, 2017, the Hess Ranch Districts entered into an Intergovernmental Agreement Regarding Debt Allocation and Cost Sharing (“**Hess Ranch Districts IGA**”) as required by the Original Service Plan. Pursuant to the Hess Ranch Districts IGA, the Hess Ranch Districts agreed on the allocation of the total aggregate debt limit contained within the Original Service Plan. In addition to the debt allocation, the Hess Ranch Districts also agreed to share in the costs of certain regional public improvements, as more particularly set forth in the Hess Ranch Districts IGA. Simultaneous with the Town’s approval of this Amended and Restated Service Plan, the Hess Ranch Districts intend on amending the Hess Ranch Districts IGA to terminate the provisions as it relates to the debt allocation, as the Districts combined debt authorization will be governed by this Service Plan.

As a result of the diversity of property ownership and differing plans and timing for development, the Districts and District Nos. 4-8 desire to operate independently from one another. This Amended and Restated Service Plan is for Hess Ranch Metropolitan District No. 1, (the “**Service Plan**”) and is in compliance with the Special District Act and Chapter 10.11 of the Town

Code. District No. 2 and District No. 3 are simultaneously submitting separate amended and restated service plans governing District No. 2 and District No. 3. The District is requesting approval of this Amended and Restated Service Plan to conform with the new Town model Service Plan, update the Financial Plan and Capital Plan to reflect current development plans and to remove references to District Nos. 4-8. District Nos. 4-8 consent to this Amended and Restated Service Plan and upon approval by the Town, shall operate independently under the Original Service Plan until such time as the Town approves an amended and restated service plan(s) governing just District Nos. 4-8.

B. Purpose and Intent

The District is an independent unit of local government, separate and distinct from the Town, and, except as may otherwise be provided for by State or local law, or this Service Plan, its activities are subject to review by the Town only insofar as they may deviate in a material matter from the requirements of the Service Plan, Chapter 10.11 of the Town Code or the Intergovernmental Agreement. It is intended that the Districts will provide a part or all of the Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the Districts. The primary purpose of the Districts will be to finance the construction of these Public Improvements.

This multiple-district Service Plan is intended to accommodate the phasing of the Project and the infrastructure needs of each phase. It is contemplated, although not required, that the Districts will cooperate with each other on certain infrastructure that benefits the taxpayers and inhabitants of the Service Area, and that each District will additionally have its own particular infrastructure needs.

The District is not being created to provide ongoing operations and maintenance services other than as specifically set forth in this Service Plan and the Intergovernmental Agreement.

C. Need for the Districts

There are currently no other governmental entities, including the Town, located in the immediate vicinity of the Districts that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction, installation, relocation, redevelopment, and financing of the Public Improvements needed for the Project. Formation of the Districts is therefore necessary in order for the Public Improvements required for the Project to be provided in the most economic manner possible.

D. Objective of the Town Regarding Districts' Service Plan

The Town's objective in approving the Service Plan for the District is to authorize the District to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment and financing of the Public Improvements from the proceeds of Debt to be issued by the Districts. All Debt is expected to be repaid by limited taxes and Development Fees imposed and collected for no longer than the Maximum Debt Mill Levy Imposition Term for residential properties and at a tax mill levy no higher than the Maximum Debt Mill Levy, for commercial and residential properties, and the Districts shall be authorized to finance the Public Improvements that

can be funded from these sources of repayment. The Infrastructure Capital Mill Levy and the Town Capital and Maintenance Mill Levy may also be pledged to the repayment of Debt, as set forth in the Intergovernmental Agreement. Debt which is issued within these parameters (as further described in the Financial Plan) will insulate property owners from excessive tax burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt.

This Service Plan is intended to establish a limited purpose for the District and explicit financial constraints that are not to be violated under any circumstances. The primary purpose of the District is to provide for the Public Improvements associated with the Project, including those regional improvements necessitated by the Project. Ongoing operational and maintenance activities may be allowed, but only as specifically provided for in the Intergovernmental Agreement.

It is the intent of this Service Plan to assure to the extent possible that no commercial or residential property bear an economic burden that is greater in amount than that associated with the Maximum Debt Mill Levy and that no property developed for a residential use bear an economic burden in the form of the Maximum Debt Mill Levy that is longer in duration than that associated with the Maximum Debt Mill Levy Imposition Term, even under bankruptcy or other unusual situations. Generally, the cost of Public Improvements that cannot be funded within these parameters and the financing capacity of the Districts are not costs to be paid by the Districts. Costs of required Public Improvements that cannot be financed by the Districts are expected to be financed by the developer of the Project.

II. DEFINITIONS

In this Service Plan, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Approved Development Plan: means a development plan or other process established by the Town (including, but not limited to, approval of a final plat, minor development plat or site plan by the Town planning commission or by the Town Council) for identifying, among other things, Public Improvements necessary for facilitating development for property within the Service Area as approved by the Town pursuant to the Town Code and as amended pursuant to the Town Code from time to time. An Approved Development Plan does not include any plan, process or approval denoted as preliminary under the Town Code. The Hess Ranch Planned Development approved by the Town on November 6, 2017 and recorded in the real property records of Douglas County at Reception No. 2017076072, and any amendments thereto, is an Approved Development Plan for purposes of this Service Plan.

Board: means the board of directors of the District.

Bond, Bonds or Debt: means bonds or other obligations for the payment of which the Districts have promised to impose an *ad valorem* property tax mill levy.

Capital Plan: means the Capital Plan described in Section V.B. which includes: (a) a comprehensive list of the Public Improvements to be developed by the District; (b) an

engineer's estimate of the cost of the Public Improvements; and (c) a pro forma capital expenditure plan correlating expenditures with development.

Development Fee: means the one-time development or system development fee imposed by the District on a per-unit (*residential*) or per square-foot (*non-residential*) basis at or prior to the issuance of a certificate of occupancy for the unit or structure to assist with the planning and development of the Public Improvements, subject to the limitations set forth in Section VI.E. of the Service Plan. The Development Fee may be used to finance, plan, acquire, and construct the Public Improvements, and pay debt service.

District or District No. 1: means Hess Ranch Metropolitan District No. 1, to be known as Trails at Crowfoot Metropolitan District No. 1.

District No. 2: means Hess Ranch Metropolitan District No. 2, to be known as Trails at Crowfoot Metropolitan District No. 2.

District No. 3: means Hess Ranch Metropolitan District No. 3, to be known as Trails at Crowfoot Metropolitan District No. 3.

Districts: means District No. 1, District No. 2, and District No. 3, collectively.

External Financial Advisor: means a consultant that: (1) advises Colorado governmental entities on matters relating to the issuance of securities by Colorado governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance in respect of such securities; (2) shall be an underwriter, investment banker, or individual listed as a public finance advisor in the Bond Buyer's Municipal Market Place; and (3) is not an officer or employee of any of the Districts and has not been otherwise engaged to provide services in connection with the transaction related to the applicable Debt.

Financial Plan: means the Financial Plan described in Section VI which describes (a) how the Public Improvements are to be financed; (b) how the Debt is expected to be incurred; (c) the estimated operating revenue derived from property taxes for the first budget year; (d) the total amount of Debt planned for at least the five-year period commencing with the approval of this Service Plan; (e) all proposed sources of revenue and projected District expenses, as well as the assumptions upon which they are based, for at least a ten-year period from the date of approval of this Service Plan; (f) the dollar amount of any anticipated financing, including capitalized interest, costs of issuance, estimated maximum rates and discounts, and any expenses related to the organization and initial operation of the Districts; (g) a detailed repayment plan covering the life of any financing, including the frequency and amounts to be collected from all sources; (h) the amount of any reserve fund and the expected level of annual Debt service coverage which will be maintained for any financing; (i) the total authorized Debt for the Districts; (j) the provisions regarding any credit enhancement, if any, for the proposed financing, including, but not limited to, letters of credit and insurance; and (k) a list and written explanation of potential risks of the financing.

Infrastructure Capital Mill Levy: means 5 mills that shall be levied by the District and either retained by the District or remitted to the Town (or a combination thereof) and used for the planning, design and construction of infrastructure that the Town determines is necessary or desirable in connection with the impacts of development in the District. The utilization of the Infrastructure Capital Mill Levy shall be determined in the Intergovernmental Agreement. The Infrastructure Capital Mill Levy shall be imposed by the District beginning the first year the District certifies a debt service mill levy and shall be subject to the Mill Levy Adjustment.

District Boundaries: means the boundaries of the area described in the District Boundary Map.

District Boundary Map: means the map attached hereto as **Exhibit C**, depicting the Boundaries of the Districts.

Intergovernmental Agreement: means the intergovernmental agreement required by Town Code Section 10.11.140(a), and attached hereto as **Exhibit G**.

Map Depicting Public Improvements: means the map attached hereto as **Exhibit E**, showing the location(s) of the Public Improvements listed in the Capital Plan.

Maximum Debt Mill Levy: means the maximum mill levy the District is permitted to impose for payment of Debt as set forth in Section VI.C below. The Maximum Debt Mill Levy shall be subject to the Mill Levy Adjustment.

Maximum Debt Mill Levy Imposition Term: means the maximum term for imposition of a mill levy on a particular property developed for residential uses as set forth in Section VI.D below.

Mill Levy Adjustment: means, if, on or after January 1, 2019, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement, the mill levy to which the Mill Levy Adjustment applies may be increased or decreased to reflect such changes, such increases and decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the applicable mill levy, as adjusted for changes occurring after January 1, 2019, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

Operation and Maintenance Mill Levy: means the maximum number of mills (up to 10 mills) the District may levy, as set forth in the Intergovernmental Agreement, to pay for the costs of ongoing administrative, accounting and legal services of the Districts, and, if applicable, the costs of maintaining certain regional Public Improvements, as the same are identified in the Intergovernmental Agreement.

Project: means the development or property commonly referred to as Trails at Crowfoot.

Public Improvements: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped as part of an Approved Development Plan and financed as generally described in the Special District Act, except as specifically limited in Section V below to serve the future taxpayers and inhabitants of the Service Area as determined by the Board of each District.

Service Area: means the property within the District Boundaries.

Service Plan: means this service plan for the District approved by Town Council.

Service Plan Amendment: means an amendment to the Service Plan approved by Town Council in accordance with Chapter 10.11 of the Town Code and the applicable state law.

Special District Act: means Section 32-1-101, *et seq.*, of the Colorado Revised Statutes, as amended from time to time.

State: means the State of Colorado.

Town: means the Town of Parker, Colorado.

Town Capital and Maintenance Mill Levy: means 5 mills that shall be levied by the District and either retained by the District or remitted to the Town and used for the construction and maintenance of infrastructure that the Town determines is necessary or desirable in connection with the impacts of development in the District. The utilization of the Town Capital and Maintenance Mill Levy shall be determined in the Intergovernmental Agreement. The Town Capital Maintenance Mill Levy shall be imposed by the District beginning the first year the District certifies a debt service mill levy and shall be subject to the Mill Levy Adjustment.

Town Code: means the Town of Parker Municipal Code, as may be amended and in effect from time to time.

Town Council: means the Town Council of the Town of Parker, Colorado.

III. BOUNDARIES

The area of the District Boundaries includes approximately 400 acres. A legal description of the District Boundaries is attached hereto as **Exhibit A**. A map of the District Boundaries is attached hereto as **Exhibit C**. A vicinity map is attached hereto as **Exhibit B**. It is anticipated that the Districts' Boundaries may change from time to time as it undergoes inclusions and exclusions pursuant to Section 32-1-401, *et seq.*, C.R.S., and Section 32-1-501, *et seq.*, C.R.S., subject to the limitations set forth in Article V below.

IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION

The Service Area consists of approximately 400 acres of land. The current assessed valuation of the Service Area is assumed to be \$0.00 for purposes of this Service Plan and, at build

out, is expected to be sufficient to reasonably discharge the Debt under the Financial Plan. The residential population of the Districts at build-out is estimated to be approximately 2,225 persons. The non-residential density of the Districts at build-out is estimated to be approximately 80,000 square feet.

Approval of this Service Plan by the Town does not imply approval of the development of a specific area within the Districts, nor does it imply approval of the number of residential units or the total site/floor area of commercial or industrial buildings which may be identified in this Service Plan or any of the exhibits attached thereto. The permitted level of the development within the Project is as contained within an Approved Development Plan.

Approval of this Service Plan by the Town in no way releases or relieves the developer of the Project, or the landowner or any subdivider of the Project property, or any of their respective successors or assigns, of obligations to construct public improvements for the Project or of obligations to provide to the Town such financial guarantees as may be required by the Town to ensure the completion of the Public Improvements, or of any other obligations to the Town under the Town Code or any applicable annexation agreement, subdivision agreement, or other agreements affecting the Project property or development thereof.

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES

A. Powers of the District and Service Plan Amendment

The District shall have the power and authority to provide the Public Improvements within and without the boundaries of the District as such power and authority is described in the Special District Act, and other applicable statutes, common law and the Constitution, subject to the limitations set forth in this Service Plan and the Intergovernmental Agreement.

1. Operations and Maintenance Limitation. The purpose of the District is to plan for, design, acquire, construct, install, relocate, redevelop and finance the Public Improvements. The District shall dedicate the Public Improvements to the Town or other appropriate jurisdiction or owners association in a manner consistent with the Approved Development Plan, other rules and regulations of the Town, and applicable provisions of the Town Code, all as directed by the Town. The District shall not be authorized to operate and maintain any part or all of the Public Improvements, or any other improvements, public or private, unless specifically provided for in the Intergovernmental Agreement.

2. Fire Protection Limitation. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless such facilities and services are provided pursuant to an intergovernmental agreement with the Town. The authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system shall not be limited by this provision.

3. Television Relay and Translation; Mosquito Control, and Other Limitations. Unless such facilities and services are provided pursuant to the Intergovernmental Agreement, the District shall not be authorized to plan for, design, acquire, construct, install,

relocate, redevelop, finance, operate, maintain or provide: (a) any television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project; (b) any mosquito control facilities and services; (c) any solid waste disposal, collection and transportation facilities and services; and (d) any security, covenant enforcement and design review services.

4. Construction Standards Limitation. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the Town and of federal and state governmental entities having proper jurisdiction, and of those special districts that qualify as “interested persons” under Section 32-1-204(1), C.R.S., as applicable. The District will obtain the Town’s approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

5. Property Acquisition Limitation; Transfer Requirement. The District shall not exercise any power of dominant eminent domain against the Town without the prior written consent of the Town. The District shall at no expense to the Town transfer to the Town all rights-of-way, fee interests and easements that the Town determines are necessary for access to and operation and maintenance of the Public Improvements, consistent with the Approved Development Plan and to the extent such interests have not been acquired by the Town through such Development Plan process.

6. Privately Placed Debt Limitation. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

We are [I am] an External Financial Advisor within the meaning of the District’s Service Plan.

We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by the District for the [insert the designation of the Debt] does not exceed a market [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

7. Inclusion and Exclusion Limitations. The District shall not include within any of its boundaries any property outside the Service Area without the prior written consent of the Town Council. The District shall not exclude any property from the District if such exclusion will result, or is reasonably anticipated to result, in detriment to the remaining residents and taxpayers within the District or any of the other Districts, or to any of the Districts’ bondholders. No District shall impose a mill levy and then exclude the property from its boundaries, unless the property is being included in one of the other Districts.

8. Total Debt Issuance Limitation. The Districts shall not issue Debt in excess of \$90,068,750 total aggregate principal amount, provided that such limitation shall not be applicable to refunding Bonds issued by the Districts to refund outstanding Debt. The foregoing figure is the product of: (a) the bonding capacity of the Districts, which was derived using the following assumptions: (i) the interest rate is not less than 150 basis points more than the 30 Year AAA MMD Index (as of the date of the submission of the Service Plan); (ii) inflation on completed structures does not exceed a 4% biennial growth rate; (iii) the bonds amortize over a period of 40 years; and (iv) debt service coverage is no less than 100%; and (v) the levying by each of the Districts of 57 mills for the Maximum Debt Mill Levy, 5 mills for the Infrastructure Capital Mill Levy, and 5 mills for the Town Capital and Maintenance Mill Levy; and (b) 125%. The Districts shall allocate the Debt among themselves in an intergovernmental agreement and shall provide a copy of such intergovernmental agreement and any subsequent amendments thereto to the Town. The Debt limitation shall not apply to the District's pledge of its property tax or specific ownership tax revenues derived from its mill levies to one of the other Districts (as defined in the Service Plan).

9. Monies from Other Governmental Sources. The District shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities for which the Town is eligible to apply for, except as may be specifically authorized in an intergovernmental agreement with the Town. This Section shall not apply to specific ownership taxes which shall be distributed to and be a revenue source for the District without any limitation.

10. Consolidation Limitation. The District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the Town, unless such consolidation is with one of the other Districts.

11. Bankruptcy Limitation. All of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy, the total debt issuance limitation, and the Maximum Debt Mill Levy Imposition Term have been established under the authority of the Town to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

(a) shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

(b) are, together with all other requirements of Colorado law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy or the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the Town as part of a Service Plan Amendment.

12. Revenue Bond Limitation. The District shall not issue revenue bonds where the revenue pledged to such bonds consists of fees, except as set forth in this Section. Prior to issuing any revenue bonds, the District shall submit all relevant details of such issuance to the Town Council, which may elect to treat the issuance of the revenue bonds as a material modification of the Service Plan. If the Town Council determines that the issuance of revenue bonds constitutes a material modification of the Service Plan, the District shall proceed to amend the Service Plan in accordance with Section 32-1-207, C.R.S. prior to issuing any revenue bonds. Bonds issued by one of the Districts to which one of the other Districts has pledged toward the repayment of such bonds its property taxes and/or specific ownership taxes derived from a mill levy or other source of revenue shall not be considered revenue bonds under this Section.

13. Service Plan Amendment Requirement. This Service Plan is general in nature and does not include specific detail in some instances because development plans have not been finalized. The Service Plan has been designed with sufficient flexibility to enable the Districts to provide required Public Improvements under evolving circumstances without the need for numerous amendments. Modification of the general types of services and facilities making up the Public Improvements, and changes in proposed configurations, locations or dimensions of the Public Improvements shall be permitted to accommodate development needs consistent with the then-current Approved Development Plan(s) for the Project, subject to the limitations of this Service Plan and the Intergovernmental Agreement.

The District is an independent unit of local government, separate and distinct from the Town, and its activities are subject to review by the Town only insofar as they may deviate in a material manner from the requirements of the Service Plan, Chapter 10.11 of the Town Code, or the Intergovernmental Agreement. As such, any action of the District which: (1) violates the limitations set forth in Sections V.A.1-14 above; (2) violates the limitations set forth in Section VI.B-H; (3) constitutes a material modification under Town Code Section 10.11.060; or (4) constitutes a failure to comply with the Intergovernmental Agreement or other agreement with the Town, which non-compliance has not been waived in writing by the Town, shall be deemed to be a material modification to this Service Plan and the Town shall be entitled to all remedies available under State and local law to enjoin such action(s) of the District.

Any Town approval requirements contained in this Service Plan (including, without limitation, any provisions requiring that a change, request, occurrence, act or omission be treated as a Service Plan Amendment or be deemed a “material modification” of the Service Plan) shall remain in full force and effect, and, unless otherwise provided by resolution of the Town Council, such Town approval shall continue to be required, notwithstanding any future change in law modifying or repealing any statutory provision concerning service plans, amendments thereof or modifications thereto.

B. Capital Plan

The Districts shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, and financing of the Public Improvements within the Service Area of the Districts and, to the extent necessary to improve adjacent streets and connect Public Improvements to existing infrastructure, without the boundaries of the Districts, all to be more specifically defined in an Approved Development Plan. A Capital Plan,

including: (1) a comprehensive list of the Public Improvements to be developed by the Districts; (2) an estimate of the cost of the Public Improvements, together with a letter from a Colorado professional registered engineer certifying that such costs are reasonable in the engineer's opinion and that such estimates were prepared based upon Town construction standards; and (3) a pro forma capital expenditure plan correlating expenditures with development is attached hereto as **Exhibit D**. Maps Depicting Public Improvements are attached hereto as **Exhibit E**. As shown in the Capital Plan, the estimated cost of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, or financed by the Districts is approximately \$55,874,986.85. Costs of required Public Improvements that cannot be financed by the Districts within the parameters of this Service Plan and the financial capability of the Districts are expected to be financed by the developer of the Project.

The Districts shall be permitted to allocate costs between such categories of the Public Improvements as deemed necessary in its discretion.

All of the Public Improvements described herein will be designed in such a way as to assure that the Public Improvements standards will be compatible with those of the Town and shall be in accordance with the requirements of the Approved Development Plan. All descriptions of the Public Improvements to be constructed, and their related costs, are estimates only and are subject to modification as engineering, development plans, economics, the Town's requirements, and construction scheduling may require. Upon approval of this Service Plan, the Districts will continue to develop and refine the Capital Plan and the Map Depicting Public Improvements, as necessary, and prepare for issuance of Debt. All cost estimates will be inflated to then-current dollars at the time of the issuance of Debt and construction. All construction cost estimates contained in **Exhibit D** assume construction to applicable standards and specifications of the Town and state and federal requirements.

C. Multiple District Structure

It is anticipated that the Districts, collectively, will undertake the financing and construction of certain of the Public Improvements contemplated herein. Specifically, the Districts shall enter into one or more intergovernmental agreements with each other (subject to Section X herein), which intergovernmental agreement(s) shall govern the relationships between and among the Districts with respect to the financing, construction and operation of the Public Improvements. The Districts will establish a mechanism whereby any one or more of the Districts may separately or collectively fund, construct, install and operate the Public Improvements.

VI. FINANCIAL PLAN

A. General

The Districts shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements from its revenues and by and through the proceeds of Debt to be issued by the Districts. The Financial Plan for the Districts shall be to issue such Debt as the District can reasonably pay within the Maximum Debt Mill Levy Imposition Term from revenues derived from the Maximum Debt Mill Levy and other legally available revenues. All bonds and other Debt issued by the Districts may

be payable from any and all legally available revenues of the Districts, including general ad valorem taxes to be imposed upon all taxable property within the Districts. The Districts will also rely upon various other revenue sources authorized by law, such as interest, specific ownership taxes, advances from the Project developer and grants. The District is also authorized to assess and collect a Development Fee as set forth in Section VI.E, below. Unless specifically authorized in the Intergovernmental Agreement, the District shall not impose or assess any fees, rates, tolls, penalties, or charges other than the Development Fee without first obtaining Town approval of an amendment to this Service Plan, which amendment shall be deemed to be a material modification hereof.

The total combined Debt that the Districts shall be permitted to issue shall not exceed \$90,068,750 in aggregate principal amount. Debt is permitted to be issued on a schedule and in such year or years as the Districts determine shall meet the needs of the Capital Plan referenced above and the progression of the development, subject to compliance with this Service Plan. The \$90,068,750 that the Districts shall be permitted to issue is supported by the Financial Plan prepared by D.A. Davidson & Co., attached hereto as **Exhibit F**. D.A. Davidson & Co., shall attach a certification to the Financial Plan, certifying that based upon the assumptions contained therein and their professional opinion, the Districts are expected to retire all Debt referenced in the Financial Plan within the restrictions set forth in the Service Plan, including but not limited to the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term.

B. Maximum Voted Interest Rate and Maximum Underwriting Discount

The interest rate on any Debt is limited to the market rate at the time the Debt is issued. In the event of a default, the proposed maximum interest rate on any Debt shall not exceed twelve percent (12%). The proposed maximum underwriting discount will be four percent (4%). Debt, when issued, will comply with all relevant requirements of this Service Plan, State law and Federal law as then applicable to the issuance of public securities.

C. Maximum Debt Mill Levy

The “Maximum Debt Mill Levy” shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District, and shall be determined as follows:

1. For the portion of any aggregate District Debt which exceeds 50% of the District’s assessed valuation, the Maximum Debt Mill Levy for such portion of Debt shall be fifty-seven (57) mills less the number of mills necessary to pay unlimited mill levy Debt described in Section VI.C.2 below, subject to the Mill Levy Adjustment. As of the date of this Service Plan, the Mill Levy Adjustment allows for a Maximum Debt Mill Levy of fifty-seven (57) mills. Except for permitted Mill Levy Adjustments, the District’s mill levy shall not exceed the Maximum Debt Mill Levy. If the District otherwise proposes to adjust its mill levy above the Maximum Debt Mill Levy for the purpose of offsetting any constitutionally or legislatively mandated credit, cut, abatement or change in the method of calculating assessed valuation, the District shall first submit all relevant details of such proposed adjustment to the Town Administrator, who may approve such proposed adjustment in writing or refer the proposal to the Town Council, which may elect to treat the proposed mill levy adjustment as a material modification of the Service Plan. If the

Town Council determines that such adjustment constitutes a material modification of the Service Plan, the District shall proceed to amend the Service Plan in accordance with Section 32-1-207, C.R.S. The District shall obtain written approval of the Town Administrator or of a Service Plan amendment prior to any such mill levy adjustment.

2. For the portion of any aggregate District Debt which is equal to or less than 50% of the District's assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

3. For purposes of the foregoing, once Debt has been determined to be within Section VI.C.2 above, so that the District is entitled to pledge to its payment an unlimited ad valorem mill levy, the District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in the District's Debt to assessed ratio. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law.

D. Maximum Debt Mill Levy Imposition Term

The District shall not impose the Maximum Debt Mill Levy for repayment of any and all Debt (or use the proceeds of the Maximum Debt Mill Levy for repayment of Debt) on any single property developed for residential uses which exceeds forty (40) years after the year of the initial imposition of such Maximum Debt Mill Levy unless a majority of the Board of the District are residents of the District and have voted in favor of a refunding of a part or all of the Debt and such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S. *et seq.*

E. Operation and Maintenance Mill Levy

The District shall be permitted to levy up to 10 mills, subject to the Mill Levy Adjustment, for the purpose of paying for the costs of ongoing administrative, accounting and legal services of the District, and, if applicable, the costs of maintaining certain regional Public Improvements, as the same are identified in the Intergovernmental Agreement.

The estimated cost of engineering services, legal services and administrative services, together with the estimated costs of the Districts' organization and initial operations, are anticipated to be \$100,000, which will be eligible for reimbursement from Debt proceeds. The 2019 operating budget for the District is approximately \$50,000, which is anticipated to be derived from property taxes and other revenues, including developer advances. The District shall maintain, from revenues derived from the Operation and Maintenance Mill Levy and other legally available revenues authorized under this Service Plan, sufficient funds to pay the District's operating costs.

F. Infrastructure Capital Mill Levy and Town Capital and Maintenance Mill Levy

The District shall levy the Infrastructure Capital Mill Levy and the Town Capital and Maintenance Mill Levy the first year the District certifies a debt service mill levy and the

Infrastructure Capital Mill Levy and the Town Capital and Maintenance Mill Levy shall both be subject to the Mill Levy Adjustment.

The Infrastructure Capital Mill Levy shall be levied by the District and either retained by the District or remitted to the Town (or a combination thereof) and used for the planning, design and construction of infrastructure that the Town determines is necessary or desirable in connection with the impacts of development in the District, as set forth in the Intergovernmental Agreement. Likewise, the Town Capital and Maintenance Mill Levy shall be levied by the District and remitted to the Town and used for capital costs or for the maintenance of infrastructure that the Town determines is necessary or desirable in connection with the impacts of development in the District, also as set forth in the Intergovernmental Agreement.

The requirement that the District impose the Infrastructure Capital Mill Levy and the Town Capital and Maintenance Mill Levy shall exist for the duration of the life of the District.

G. Debt Repayment Sources

The District may impose the Maximum Debt Mill Levy on taxable property within its boundaries as a primary source of revenue for repayment of debt service. In no event shall the debt service mill levy in the District exceed the Maximum Debt Mill Levy or, for residential property within the District, the Maximum Debt Mill Levy Imposition Term.

Subject to the terms of the Intergovernmental Agreement, the District may also utilize the Infrastructure Capital Mill Levy and the Town Capital and Maintenance Mill Levy for the repayment of debt service.

The District may also collect a Development Fee, as allowed and limited by Colorado law, provided that such Development Fee does not exceed the following limits:

1. For each single-family detached residential unit, the Development Fee shall not exceed Two Thousand Dollars (\$2,000).
2. For each single-family attached or multi-family residential unit, the Development Fee shall not exceed One Thousand Five Hundred Dollars (\$1,500).
3. For a structure other than a single-family or multi-family residential structure, the Development Fee shall not exceed Twenty-Five Cents (\$0.25) per square foot of the structure.

The Development Fee set forth in this Service Plan may increase by up to the Consumer Price Index for Denver-Boulder, all items, all urban consumers (or its successor index for any years for which Consumer Price Index is not available) each year thereafter (as an inflation adjustment) commencing on January 1, 2019. In addition, should the Town's Model Service Plan be amended to allow for an increase in such Development Fees, such increase in Development Fees shall apply to the District. The Development Fee shall be collected prior to issuance of a certificate of occupancy. Unless specifically authorized in the Intergovernmental Agreement, the District shall not impose or assess any fees, rates, tolls, penalties, or charges other than the

Development Fee, as limited above, without first obtaining Town approval of an amendment to this Service Plan, which amendment shall be deemed to be a material modification hereof.

H. Debt Instrument Disclosure Requirement

In the text of each Bond and any other instrument representing and constituting Debt, the issuing District shall set forth a statement in substantially the following form:

By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations in respect of the payment of the principal of and interest on this Bond contained herein, in the resolution of the District authorizing the issuance of this Bond, and in the Service Plan of the District.

A substantially similar statement describing the limitations in respect of the payment of the principal of and interest on Debt set forth in this Service Plan shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, a developer of property within the boundaries of the District. If no offering documents are used, then the District shall deliver the statement to any prospective purchaser of such Debt. The Town may by written notice to the District require modifications to the form of disclosures statement.

I. Security for Debt

The District shall not pledge any revenue, property or other assets of the Town as security for any District indebtedness. Approval of this Service Plan shall not be construed as a guarantee by the Town of payment of the District's obligations; nor shall anything in the Service Plan be construed so as to create any responsibility or liability on the part of the Town in the event of default by the District in the payment of any such obligation.

J. TABOR Compliance

The District will comply with the provisions of TABOR. In the discretion of the Board, the District may set up enterprises or nonprofit entities to manage, fund, construct and operate facilities, services, and programs. To the extent allowed by law, any entity created by a District will remain under the control of the District's Board. The activities of such enterprises and entities shall comply with the provisions of this Service Plan.

K. Subdistricts

A District may organize subdistricts or areas as allowed by Section 32-1-1101(1)(f), C.R.S., provided, however, that without the approval of the Town, any such subdistrict(s) or area(s) shall be subject to all limitations on debt and other provisions of the Service Plan. In accordance with Section 32-1-1101(1)(f)(I), C.R.S., the District shall notify the Town prior to establishing any such subdistrict(s) or area(s), and shall provide the Town with details regarding the purpose, location, and relationship of the subdistrict(s) or area(s). The Town Council may elect to treat the organization of any such subdistrict(s) or area(s) as a material modification of the Service Plan.

VII. ANNUAL REPORT

A. General

In accordance with Town Code Section 10.11.040, the District shall file an annual report with the Town Clerk not later than September 1st of each calendar year following approval of this Service Plan, which annual report shall reflect activity and financial events of the District through the preceding December 31 (the “report year”). The Districts may file a combined report. The Town Council reserves the right, pursuant to Section 32-1-207(3)(c), C.R.S., to request an annual report from the District beyond five (5) years after the District’s organization. The District shall be not be required to file an annual report if the District has declared inactive status pursuant to Section 32-1-104, C.R.S.

B. Reporting of Significant Events

The annual report shall include the following:

1. A list of public infrastructure the District constructed or installed during the report year, and a schedule for the construction or installation of future public infrastructure, as well as any maintenance operations or activities the District has undertaken during the report year and maintenance operations or activities the District plans to undertake in the upcoming year;
2. Except when exemption from audit has been granted for the report year under the Local Government Audit Law, the audited financial statements of the District for the report year including a statement of financial condition (i.e., balance sheet) as of December 31 of the report year and the statement of operations (i.e., revenues and expenditures) for the report year;
3. Unless disclosed within a separate schedule to the financial statements, a summary of the capital expenditures incurred by the District in development of Public Improvements in the report year, as well as any Public Improvements proposed to be undertaken in the five (5) years following the report year;
4. Unless disclosed within a separate schedule to the financial statements, a summary of the financial obligations of the District at the end of the report year, including the amount of outstanding Debt, the amount and terms of any new Debt issued in the report year, the amount of payment or retirement of existing Debt of the District in the report year, the total assessed valuation of all taxable properties within the District as of January 1 of the report year and the current mill levy of the District pledged to Debt retirement in the report year;
5. The District’s budget for the calendar year in which the annual report is submitted;
6. A summary of the residential and commercial development in the District for the report year;
7. A summary of all fees, charges and assessments imposed by the District as of January 1 of the report year;

8. Certification of the Board that no action, event or condition enumerated in Town Code Section 10.11.060 has occurred in the report year, or certification that such event has occurred but that an amendment to the Service Plan that allows such event has been approved by Town Council;

9. The name, business address and telephone number of each member of the Board and its chief administrative officer and general counsel, together with the date, place and time of the regular meetings of the Board; and

10. Certification from the Board of the District that the District is in compliance with all provisions of the Service Plan.

11. A copy of the most recent notice issued by the District, pursuant to Section 32-1-809, C.R.S.

12. A copy of any intergovernmental agreements entered into by the District since the filing of the last annual report.

VIII. DISSOLUTION

Upon an independent determination of the Town Council that the purposes for which the District was created have been accomplished, the District agrees to file a petition in the District Court for and in Douglas County, Colorado, for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of its outstanding indebtedness and other financial obligations as required pursuant to State statutes.

IX. DISCLOSURE TO PURCHASERS

The Town wants residential buyers to be aware of the additional tax burden to be imposed. The Town mandates early written and recorded notice of the total (overlapping) tax burden, including the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, if applicable, as well as the Operation and Maintenance Mill Levy, the Infrastructure Capital Mill Levy and the Town Capital and Maintenance Mill Levy. The Town will review the type and timing of the disclosure, which the proponents of the District are proposing. The notice shall be recorded against all property within the District within thirty (30) days of approval of this Service Plan by the Town.

There is attached hereto as **Exhibit G** the Project Developer's Indemnification Letter, which is submitted to the Town by the Developer as part of this Service Plan. There is also attached hereto as **Exhibit G** the form of a District Indemnification Letter. The District shall approve and execute the Indemnification Letter at its first Board meeting after approval of this Service Plan by the Town, in the same form as the Indemnification Letter set forth in **Exhibit G** and shall promptly deliver an executed original to the Town.

X. INTERGOVERNMENTAL AGREEMENTS

The form of the intergovernmental agreement required by Town Code Section 10.11.140(a), relating to the limitations imposed on the District's activities, is attached hereto as **Exhibit H**. The District shall approve and execute the Intergovernmental Agreement within 60 days after approval of this Service Plan by the Town, in the same form as the Intergovernmental Agreement approved by Town Council, and shall promptly deliver an executed original to the Town. Failure of the District to execute the Intergovernmental Agreement as required herein shall constitute a material modification and shall require a Service Plan Amendment. The Town Council may approve the Intergovernmental Agreement at the public hearing approving the Service Plan.

Other than the Intergovernmental Agreement referenced in this Section and the intergovernmental agreement referenced in Section V(C) above, no intergovernmental agreements between the Districts and any other government are currently anticipated. Any intergovernmental agreement proposed regarding the subject matter of this Service Plan shall be subject to review by the Town prior to its execution by the District. Such Town review shall be with reference to whether the intergovernmental agreement is in compliance with this Service Plan, the Intergovernmental Agreement, and the terms of the Approved Development Plan or other instrument related to the Public Improvements. After submission of the proposed intergovernmental agreement in substantially final form to Town staff, the Town will notify the Districts within twenty (20) calendar days whether the intergovernmental agreement constitutes a material modification of the Service Plan necessitating an amendment in accordance with Section 32-1-207(2)(a), C.R.S..

XI. NON-COMPLIANCE WITH SERVICE PLAN

In the event it is determined that the District has undertaken any act or omission which violates the Service Plan or constitutes a material departure from the Service Plan, the Town may impose any of the sanctions set forth in Section 10.11.220 of the Town Code, including but not limited to affirmative injunctive relief to require the District to act in accordance with the provisions of this Service Plan. To the extent permitted by law, the District hereby waives the provisions of Section 32-1-207(3)(b), C.R.S. and agrees it will not rely on such provisions as a bar to the enforcement by the Town of any provisions of this Service Plan.

XII. CONCLUSION

It is submitted that this Service Plan for the District, as required by Section 32-1-203(2), C.R.S., and Section 10.11.180 of the Town Code, establishes that:

1. There is sufficient existing and projected need for organized service in the area to be serviced by the District;
2. The existing service in the area to be served by the District is inadequate for present and projected needs;
3. The District is capable of providing economical and sufficient service to the area within its proposed boundaries;

4. The area to be included in the District does have, and will have, the financial ability to discharge the proposed indebtedness on a reasonable basis;
5. Adequate service is not, and will not be, available to the area through the Town or County or other existing municipal or quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis;
6. The facility and service standards of the District are compatible with the facility and service standards of the Town;
7. The proposal is in substantial compliance the Town's Master Plan;
8. The proposal is in compliance with any duly adopted Town, regional or state long-range water quality management plan for the area;
9. The creation of the District is in the best interests of the area proposed to be served;
10. The creation of the District is in the best interests of the residents and future residents of the area proposed to be served;
11. The proposal is in substantial compliance with Chapter 10.11 of the Town Code;
and
12. The proposal will not foster urban development that is remote or incapable of being integrated with existing urban areas, and will not place a burden on the Town or adjacent jurisdictions to provide urban services to residents of the District.

EXHIBIT A

Legal Descriptions

EXHIBIT A
HESS RANCH METROPOLITAN DISTRICT NO. 1
PART OF SECTIONS 4, 8 AND 9, TOWNSHIP 7 SOUTH, RANGE 66 WEST, 6TH P.M.,

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PART OF SECTIONS 4, 8 AND 9, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER SAID SECTION 9 AND CONSIDERING EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 9 BEING MONUMENTED AT THE NORTH QUARTER CORNER OF SAID SECTION 9 BY A 2-1/2" ALUMINUM CAP STAMPED LS 6935 AND AT THE CENTER QUARTER CORNER OF SAID SECTION 9 BY A 2-1/2" ALUMINUM CAP STAMPED LS 6935 TO BEAR SOUTH 00°16'46" EAST, 2649.38 FEET WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE SOUTH 00°16'46" EAST ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 9, A DISTANCE OF 2649.38 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 9;

THENCE SOUTH 00°16'45" EAST ALONG THE EAST LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 9, A DISTANCE OF 1329.96 FEET TO THE CENTER SOUTH 1/16 CORNER OF SAID SECTION 9;

THENCE SOUTH 89°28'14" WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 9, A DISTANCE OF 2658.57 FEET TO THE SOUTH 1/16 CORNER OF SAID SECTION 9;

THENCE NORTH 00°23'37" WEST ALONG THE WEST LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 9, A DISTANCE OF 1328.03 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 9;

THENCE SOUTH 89°22'24" WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 8, A DISTANCE OF 616.01 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE CROWFOOT VALLEY ROAD AS DESCRIBED IN QUIT CLAIM DEED RECORDED SEPTEMBER 24, 2009 AT RECEPTION NUMBER 2009075004 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER, SAID POINT BEING A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID CROWFOOT VALLEY ROAD, THE FOLLOWING SEVEN (7) COURSES:

1. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1690.00 FEET, A CENTRAL ANGLE OF 11°07'42", AN ARC LENGTH OF 328.25 FEET, THE CHORD OF WHICH BEARS NORTH 41°55'04" EAST, 327.73 FEET;
2. NORTH 36°21'12" EAST, A DISTANCE OF 2996.23 FEET;
3. NORTH 37°50'11" EAST, A DISTANCE OF 31.38 FEET;
4. NORTH 37°50'27" EAST, A DISTANCE OF 428.29 FEET TO A POINT OF CURVATURE;
5. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 7586.00 FEET, A CENTRAL ANGLE OF 02°11'42", AN ARC LENGTH OF 290.62 FEET, THE CHORD OF WHICH BEARS NORTH 40°39'52" EAST, 290.60 FEET;
6. NORTH 41°45'43" EAST, A DISTANCE OF 958.65 FEET;
7. NORTH 43°01'11" EAST, A DISTANCE OF 231.46 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 4;

THENCE SOUTH 00°03'18" EAST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 4, A DISTANCE OF 1442.10 FEET TO THE **POINT OF BEGINNING**,

SAID PARCEL CONTAINING A CALCULATED AREA OF 10,431,612 SQUARE FEET OR 239.477 ACRES, MORE OR LESS.

EXCEPTING THEREFROM

TRACTS D, E, F, H AND I, TRAILS AT CROWFOOT FILING NO. 1, RECORDED AT RECEPTION NO. 2018065116 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

AND EXCEPTING

LOTS 1 THRU 14, INCLUSIVE, BLOCK 1;
LOTS 1 THRU 4, INCLUSIVE, BLOCK 2;
LOTS 1 THRU 15, INCLUSIVE, BLOCK 3;
LOTS 1 THRU 10, INCLUSIVE, BLOCK 4;
LOTS 1 THRU 17, INCLUSIVE, BLOCK 5;
LOTS 1 THRU 14, INCLUSIVE, BLOCK 6;
LOTS 1 THRU 7, INCLUSIVE, BLOCK 7;
LOTS 1 THRU 9, INCLUSIVE, BLOCK 8;

TRACT A, TRAILS AT CROWFOOT FILING NO. 4, RECORDED AT RECEPTION NO. 2019000190 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

AND EXCEPTING

LOTS 1 THRU 9, INCLUSIVE, BLOCK 1;
LOTS 1 THRU 7, INCLUSIVE, BLOCK 2;
LOTS 1 THRU 18, INCLUSIVE, BLOCK 3;
LOTS 1 THRU 20, INCLUSIVE, BLOCK 4;
LOTS 1 THRU 6, INCLUSIVE, BLOCK 5;
LOTS 1 THRU 17, INCLUSIVE, BLOCK 6, TRAILS AT CROWFOOT FILING NO. 5, RECORDED AT RECEPTION NO. 2019000197 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

AND EXCEPTING

LOTS 1 THRU 5, INCLUSIVE, BLOCK 1;
LOTS 1 THRU 14, INCLUSIVE, BLOCK 2;
LOTS 1 THRU 8, INCLUSIVE, BLOCK 3;
LOTS 1 THRU 6, INCLUSIVE, BLOCK 4;
LOTS 1 THRU 9, INCLUSIVE, BLOCK 5;
LOTS 1 THRU 9, INCLUSIVE, BLOCK 6;
TRACTS B AND C, TRAILS AT CROWFOOT FILING NO. 6, RECORDED AT RECEPTION NO. 2018065264 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

AND EXCEPTING

LOTS 1 THRU 14, INCLUSIVE, BLOCK 1;
LOTS 1 THRU 19, INCLUSIVE, BLOCK 2;
LOTS 1 THRU 6, INCLUSIVE, BLOCK 3;

LOTS 1 THRU 10, INCLUSIVE, BLOCK 4;
TRACTS A AND B, TRAILS AT CROWFOOT FILING NO. 7, RECORDED AT RECEPTION NO.
2018065262 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

AND EXCEPTING

LOTS 1 THRU 20, INCLUSIVE, BLOCK 1;
LOTS 1 THRU 11, INCLUSIVE, BLOCK 2, TRAILS AT CROWFOOT FILING NO. 8, RECORDED AT
RECEPTION NO. 2018065282 IN THE RECORDS OF THE DOUGLAS COUNTY, COLORADO CLERK
AND RECORDER;

AND EXCEPTING

LOTS 1 THRU 16, INCLUSIVE, BLOCK 1;
LOTS 1 THRU 26, INCLUSIVE, BLOCK 2, PROPOSED TRAILS AT CROWFOOT FILING NO. 16, AS YET
UNRECORDED IN THE RECORDS OF THE DOUGLAS COUNTY, COLORADO CLERK AND
RECORDER;

SAID HESS RANCH METROLITAN DISTRICT NO. 1 CONTAINING A CALCULATED AREA OF 5,792,603
OR 132.980 ACRES, MORE OR LESS.

THE LINEAL UNIT USED IN THE PREPARATION OF THIS LEGAL DESCRIPTION IS THE U.S. SURVEY
FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE
OF STANDARDS AND TECHNOLOGY.

I, WILLIAM F. HESSELBACH JR., A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO
HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE
PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.

WILLIAM F. HESSELBACH JR., P.L.S. 25369
FOR AND ON BEHALF OF
CVL CONSULTANTS OF COLORADO, INC.
10333 E. DRY CREEK ROAD, SUITE 240
ENGLEWOOD, CO 80112



EXHIBIT B

Parker Vicinity Map

TRAILS AT CROWFOOT VICINITY MAP

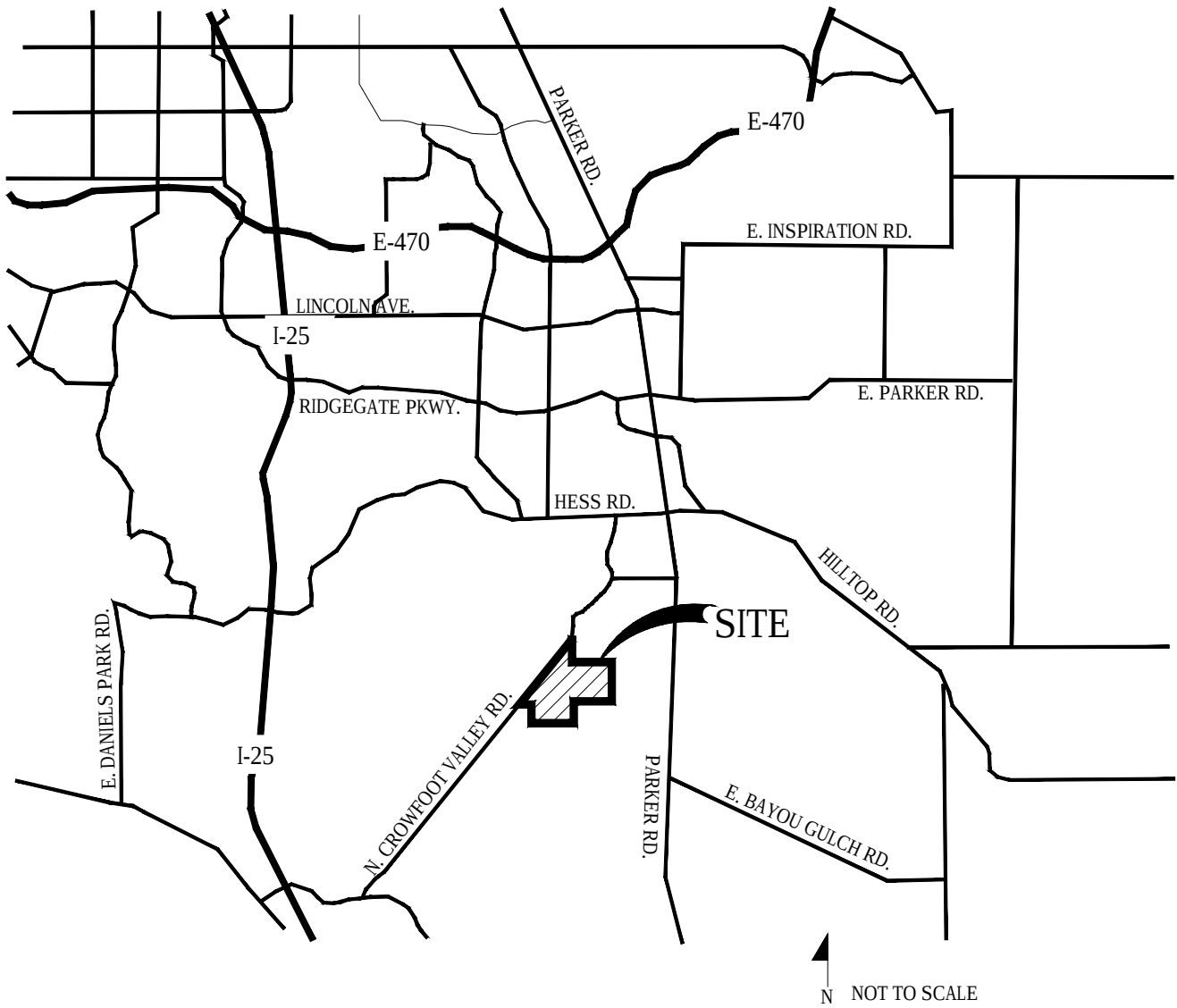
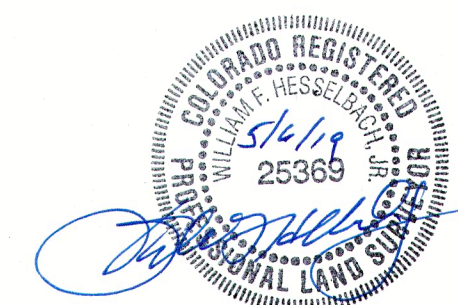


EXHIBIT C

District Boundary Map

A PART OF SECTIONS 4, 8 AND 9, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6th PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
SHEET 1 OF 1



(IN FEET)
1 inch = 200 ft.

CVL CONSULTANTS
10333 E. Dry Creek Rd., Suite 240
Englewood, CO 80112
Tel: (720) 482-9526 / Fax: (720) 482-9546

EXHIBIT D

Capital Plan and Engineer's Opinion of Probable Cost



10333 E. Dry Creek Road
Suite 240
Englewood, Colorado 80112
720.482.9526 Fax 720.482.9546

TRAILS AT CROWFOOT FILING 1 ENGINEER'S ESTIMATE OF ANTICIPATED COSTS

PROJECT:	TRAILS AT CROWFOOT FILING 1	ACREAGE:	254.309
CLIENT:	E5X MANAGEMENT	LOTS:	0
ESTIMATE PREPARED BY:	CVL CONSULTANTS OF COLORADO, INC.	JOB NUMBER:	283701
		PHASE:	FILING 1
		DATE:	2/26/2018

SANITARY SEWER

ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
	8" SEWER (PVC)	8,787	L.F.	\$48.00	\$421,776.00
	12" SEWER (PVC)	7,080	L.F.	\$54.00	\$382,320.00
	18" SEWER (PVC)	6,580	L.F.	\$67.00	\$440,860.00
	4' DIA. MANHOLE	118	EA.	\$2,850.00	\$336,300.00
	INTERMEDIATE PLATFORM	0	EA.	\$700.00	\$0.00
	4" SEWER SERVICE	47	EA.	\$1,615.00	\$75,905.00
	20" STEEL CASING	70	L.F.	\$2,000.00	\$140,000.00
	CONNECTION TO EXISTING MAIN	1	EA.	\$1,900.00	\$1,900.00
					\$1,799,061.00

WATERLINE

ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
	6" WATERPIPE (DIP)	3,688	L.F.	\$20.00	\$73,760.00
	8" WATERPIPE (PVC)	8,831	L.F.	\$39.00	\$344,409.00
	12" WATERPIPE (PVC)	8,075	L.F.	\$57.00	\$460,275.00
	16" WATERPIPE (DIP)	6,002	L.F.	\$77.60	\$465,755.20
	6" GATE VALVE	29	EA.	\$1,000.00	\$29,000.00
	8" GATE VALVE	71	EA.	\$1,750.00	\$124,250.00
	12" GATE VALVE	22	EA.	\$3,000.00	\$66,000.00
	16" BUTTERFLY VALVE	12	EA.	\$18,000.00	\$216,000.00
	8" MISC. FITTINGS	69	EA.	\$460.00	\$31,740.00
	12" MISC. FITTINGS	30	EA.	\$730.00	\$21,900.00
	16" MISC. FITTINGS	16	EA.	\$1,500.00	\$24,000.00
	AIR / VACUUM VALVE	9	EA.	\$6,700.00	\$60,300.00
	8" CAP WITH BLOW OFF	30	EA.	\$2,000.00	\$60,000.00
	12" CAP WITH BLOW OFF	5	EA.	\$2,500.00	\$12,500.00
	2" BLOW OFF VALVE (8" LINE-LOW POINT)	3	EA.	\$2,000.00	\$6,000.00
	6" BLOW OFF VALVE (16" LINE-LOW POINT)	1	EA.	\$2,500.00	\$2,500.00
	FIRE HYDRANTS WITH 6" LEAD	29	EA.	\$5,000.00	\$145,000.00
	IRRIGATION SERVICE W/ METER(2")	5	EA.	\$2,500.00	\$12,500.00
	IRRIGATION SERVICE W/ METER(1")	0	EA.	\$2,000.00	\$0.00
	DOMESTIC WATER SERVICE W/ METER	47	EA.	\$1,400.00	\$65,800.00
	20" STEEL CASING	70	L.F.	\$2,000.00	\$140,000.00
	CONNECTION TO EXISTING MAIN	3	EA.	\$1,000.00	\$3,000.00
					\$2,364,689.00



CONTINGENCIES 20% OF CONSTRUCTION COSTS = **\$832,750.00**

Total Filing 1 Water/Sewer= \$4,996,500.00



CVL Consultants of Colorado, Inc.
 10333 E. Dry Creek Rd
 Suite 240
 Englewood, Colorado 80112
 720.482.9526 Fax 720.482.9546

**ENGINEERS PUBLIC IMPROVEMENT COST ESTIMATE
 TRAILS AT CROWFOOT FILING 1
 2/8/2018**

EARTHWORK

No.	Description	Quantity	Unit	UNIT COST	Total Cost
	OVERLOT GRADING	880,000	C.Y.	\$3.00	\$2,640,000.00
	IMPORT/EXPORT	0	C.Y.	\$6.00	\$0.00
	TOP SOIL	104,400	C.Y.	\$1.75	\$182,700.00
Total Cost					\$2,822,700.00

ROADWAY

No.	Description	Quantity	Unit	Cost/Unit	Total Cost
	6" VERTICAL CURB & GUTTER (2' PAN)	8,973	L.F.	\$22.00	\$197,406.00
	6" VERTICAL CURB & GUTTER (1' PAN)	8,210	L.F.	\$22.00	\$180,620.00
	4" MOUNTABLE CURB & GUTTER	13,796	L.F.	\$24.00	\$331,104.00
	HOT MIX ASPHALT PAVEMENT (5" DEPTH)	44,068	S.Y.	\$23.50	\$1,035,590.17
	CONCRETE PAVEMENT	1,927	S.Y.	\$90.00	\$173,460.00
	AGGRIGATE BASE COURSE	10,498	C.Y.	\$40.50	\$425,181.00
	SUBGRADE STABILIZATION	62,990	S.Y.	\$2.10	\$132,278.53
	ROADWAY SUBGRADE PREP (EXTEND 2' OUTSIDE CURB)	62,990	S.Y.	\$1.25	\$78,737.22
	COLORED CONCRETE CROSSWALK	500	S.Y.	\$160.00	\$80,000.00
	5' DETACHED CONCRETE SIDEWALK	18,862	L.F.	\$27.00	\$509,274.00
	8' SIDEWALK	4,167	L.F.	\$45.50	\$189,598.50
	SIDEWALK SUBGRADE PREP (MIN 1' OUTSIDE LIMITS)	19,300	S.Y.	\$1.25	\$24,125.56
	CORNER CURB RAMP (INCLUDES SUBGRADE PREP)	89	EA.	\$2,200.00	\$195,800.00
	MIDBLOCK CURB RAMP (INCLUDES SUBGRADE PREP)	5	EA.	\$2,200.00	\$11,000.00
	CROSS PAN (INCLUDES SUBGRADE PREP)	650	S.Y.	\$103.50	\$67,275.00
	TRENCH DRAIN	10,306	L.F.	\$19.00	\$195,814.00
	MEDIAN COVER	600	S.Y.	\$90.00	\$54,000.00
	ADJUST MANHOLE	118	EA.	\$760.00	\$89,680.00
	ADJUST WATER VALVE	97	EA.	\$425.00	\$41,225.00
Total Cost					\$4,012,168.98

CONCRETE TRAILS

No.	Description	Quantity	Unit	Cost/Unit	Total Cost
	10' REGIONAL TRAIL	3,555	L.F.	\$45.00	\$159,975.00
	SIDEWALK SUBGRADE PREP (MIN1' OUTSIDE LIMITS)	1,370	S.Y.	\$9.80	\$13,426.00
Total Cost					\$173,401.00

STRIPING

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	LONG LINE EPOXY PVMT. MARKING	114	GAL	\$105.00	\$11,941.00
	CROSSWALK BAR	2,280	S.F.	\$8.00	\$18,240.00
	STOP BAR	0	S.F.	\$0.93	\$0.00
	ARROW	38	EA.	\$120.00	\$4,560.00
Total Cost					\$34,741.00



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**ENGINEERS PUBLIC IMPROVEMENT COST ESTIMATE
TRAILS AT CROWFOOT FILING 1
2/8/2018**

SIGNAGE (INCLUDE POST AND ANCHOR)

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	STREET NAME SIGN	8	EA.	\$530.00	\$4,240.00
	GROUND SIGN	0	EA.	\$280.00	\$0.00
	TYPE III BARRICADE	0	EA.	\$2,500.00	\$0.00
	SPECIAL SIGN (SPEED LIMIT, DEAD END, MISC SIGNS)	16	EA.	\$280.00	\$4,480.00
Total Cost					\$8,720.00

DRAINAGE AND STORMWATER IMPROVMENTS

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	18" RCP	3,703	L.F.	\$64.00	\$236,992.00
	24" RCP	2,439	L.F.	\$83.00	\$202,437.00
	30" RCP	499	L.F.	\$100.00	\$49,900.00
	36" RCP	2,458	L.F.	\$136.00	\$334,288.00
	42" RCP	479	L.F.	\$155.00	\$74,245.00
	48" RCP	72	L.F.	\$200.00	\$14,400.00
	6'X6' RCBC	367	L.F.	\$1,150.00	\$422,050.00
	HEADWALL (PER CDOT STANDARDS - INCLUDES HANDRAILS AND WINGWALLS)	3	EA.	\$10,000.00	\$30,000.00
	SCULPTED CONCRETE DROP STRUCTURE	6	EA.	\$127,000.00	\$762,000.00
	18" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$2,200.00	\$0.00
	24" FES WITH CONCRETE CUTOFF WALL	2	EA.	\$2,400.00	\$4,800.00
	30" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$2,650.00	\$0.00
	36" FES WITH CONCRETE CUTOFF WALL	3	EA.	\$3,000.00	\$9,000.00
	48" FES WITH CONCRETE CUTOFF WALL	1	EA.	\$3,400.00	\$3,400.00
	4' MANHOLE	25	EA.	\$2,500.00	\$62,500.00
	5' MANHOLE	26	EA.	\$3,070.00	\$79,820.00
	6' MANHOLE	6	EA.	\$4,380.00	\$26,280.00
	5' TYPE R INLET	0	EA.	\$9,000.00	\$0.00
	10' TYPE R INLET (SPECIFIC ON 10" INCREMENT)	15	EA.	\$10,700.00	\$160,500.00
	15' TYPE R INLET	17	EA.	\$11,000.00	\$187,000.00
	TYPE C INLET	5	EA.	\$7,500.00	\$37,500.00
	OUTLET STRUCTURE WITH MICROPOOL (POND A)	1	L.S.	\$100,000.00	\$100,000.00
	OUTLET STRUCTURE WITH MICROPOOL (POND B)	1	L.S.	\$50,000.00	\$50,000.00
	OUTLET STRUCTURE WITH MICROPOOL (POND D)	1	L.S.	\$50,000.00	\$50,000.00
	TRICKLE CHANNEL (4' STANDARD WIDTH WITH 6" VERTICAL CURBS)	1,593	L.F.	\$130.00	\$207,090.00
	FOREBAY	6	EA.	\$34,000.00	\$204,000.00
	ACCESS PATH	1	L.S.	\$50,000.00	\$50,000.00
	LEMON GULCH CHECK DAM	1	L.S.	\$20,000.00	\$20,000.00
	RIPRAP	370	C.Y.	\$150.00	\$55,500.00
	12" NYLOPLAST YARD DRAIN	2	EA.	\$100.00	\$200.00
	12" PVC	108	L.F.	\$60.00	\$6,480.00
Total Cost					\$3,440,382.00

PUBLIC IMPROVMENTS (TOWN) SUBTOTAL \$10,492,112.98

CONSTRUCTION CONTINGENCY (10%)	\$1,049,211.30
MOBILIZATION (5%)	\$524,605.65
SURVEYING (3%)	\$314,763.39
CONSTRUCTION MANAGEMENT & TESTING (12%)	\$1,259,053.56

PUBLIC IMPROVEMENT TOTAL \$13,639,746.87

SECURITY AT 110% = \$15,003,721.56

Trails at Crowfoot JDA Filing 1-Preliminary Landscape Cost Estimate-Open Space

PCS Group

Opinion of Probable Cost

Date: 4.4.2018

Filing 1 -Open Space				
Tract Landscape behind Sidwalks				
Improvement	Quantity	Unit	Unit Cost	Total
Plant Material				
Deciduous Trees (2.5" cal)	64	EA	\$ 560.00	\$ 35,840.00
Evergreen Trees (8' ht)	285	EA	\$ 690.00	\$ 196,650.00
Ornamental Trees (2" cal)	32	EA	\$ 480.00	\$ 15,360.00
Deciduous Shrubs (5 gal)	610	EA	\$ 50.00	\$ 30,500.00
Evergreen Shrubs (5 gal)	297	EA	\$ 50.00	\$ 14,850.00
Ornamental Grasses	547	EA	\$ 25.00	\$ 13,675.00
Perennials	320	EA	\$ 15.00	\$ 4,800.00
Permanently Irrigated Native Seed- (w/prep)	107,279	SF	\$ 0.75	\$ 80,459.25
Enviro-Turf grass (w/prep.)	13,795	SF	\$ 1.00	\$ 13,795.00
2"-4" Cobble rock mulch (3" depth)	33,030	SF	\$ 1.25	\$ 41,287.50
Steel Edger	5,200	LF	\$ 3.00	\$ 15,600.00
Landscape Boulders	36	EA	\$ 400.00	\$ 14,400.00
*Irrigation (Spray for native and turf areas)	121,074	SF	\$ 0.90	\$ 108,966.60
*Irrigation (Drip emitters for shrub areas)	1	LS	\$ 40,000.00	\$ 40,000.00
Hardscape/ Site Furnishings/Trails				
2' wide Soft Trail	9,080	LF	\$ 0.25	\$ 2,270.00
Open Rail Cross Buck Fence	21,016	LF	\$ 25.00	\$ 525,400.00
5' Privacy Fence	4,791	LF	\$ 38.00	\$ 182,058.00
Stone Columns for Fence (Along Bayou Gulch Rd. 50' o.c.)	80	EA	\$ 2,200.00	\$ 176,000.00
			Sub-Total	\$ 1,511,911.35
			15% Contingency	\$ 226,786.70
			Total	\$ 1,738,698.05
			110% SIA Total	\$ 1,912,567.86

*The control system and POC components for irrigation are figured into the sq.ft. price

**Temporary irrigated native seed for disturbed areas and detention areas are included in the Earthwork budget by civil engineer.

***All streetscape and Median Lighting is included in Engineer's cost estimate.

Disclaimer

OPEN SPACE

This opinion of probable landscape construction cost is made on the basis of the Planner / Landscape Architect's experience and qualifications and represents the best judgment as an experienced and qualified professional generally familiar with the industry. However, since the Planner / Landscape Architect does not have control over the cost of labor, materials, equipment, services furnished by others, the Contractors' methods of determining prices, competitive bidding or market conditions; the Planner / Landscape Architect cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from this estimate of probable landscape construction costs. If the OWNER wishes greater assurance as to probable construction costs, the OWNER shall employ an independent cost estimator or contractor. Prior to probationary acceptance of the Public Improvements for the Property, the Developer shall install all plant material and related irrigation facilities within all tracts as described in the landscape plans approved by the Town for the Property (the "Landscape Improvements"), subject to the warranty provisions of this Agreement. If installation of the Landscape Improvements cannot be reasonably accomplished prior to probationary acceptance of the Public Improvements for the Property, the Developer shall post a letter of credit amounting to one hundred ten percent (110%) (the "Landscape Security") of the materials cost as described and will complete the Landscape Improvements according to the landscape plans prior to final acceptance of the Public Improvements by the Town. The Town may reduce the Landscape Security, in the exercise of its sole discretion, as the Landscape Improvements are completed on a tract-by-tract basis and accepted by the Town for probationary acceptance, subject to the warranty provisions of this Agreement and Section 13.07.150(c) of the Town's Land Development Ordinance for the Landscape Improvements.

Trails at Crowfoot JDA Filing 1-Preliminary Landscape Cost Estimate-Streetscape

PCS Group

Opinion of Probable Cost

Date: 4.4.2018

Filing 1- Streetscape & Medians				
North Pinery Parkway West/Bayou Gulch/Crowfoot Valley Rd.				
Improvement	Quantity	Unit	Unit Cost	Total
Deciduous Trees (2.5" cal)	217	EA	\$ 560.00	\$ 121,520.00
Evergreen Trees (8' ht)	5	EA	\$ 690.00	\$ 3,450.00
Ornamental Trees (2" cal)	23	EA	\$ 480.00	\$ 11,040.00
Deciduous Shrubs (5 gal)	265	EA	\$ 50.00	\$ 13,250.00
Evergreen Shrubs (5 gal)	280	EA	\$ 50.00	\$ 14,000.00
Ornamental Grasses (1 gal)	486	EA	\$ 25.00	\$ 12,150.00
Perennials (1 gal)	423	EA	\$ 15.00	\$ 6,345.00
Permanently Irrigated Native Seed- (w/prep)	62,037	SF	\$ 0.75	\$ 46,527.75
Enviro-Turf grass (w/prep.)	100,577	SF	\$ 1.00	\$ 100,577.00
2"-4" Cobble rock mulch (3" depth)	26,608	SF	\$ 1.25	\$ 33,260.00
Steel Edger (4" depth)	3,040	LF	\$ 3.00	\$ 9,120.00
Landscape Boulders (2'-3')	26	EA	\$ 400.00	\$ 10,400.00
*Irrigation (Spray for native and turf areas)	162,614	SF	\$ 0.90	\$ 146,352.60
*Irrigation (Drip emitters for shrub areas)	1	LS	\$ 26,000.00	\$ 26,000.00
			Sub-Total	\$ 553,992.35
			15% Contingency	\$ 83,098.85
			Total	\$ 637,091.20
			110% SIA Total	\$ 700,800.32

*The control system and POC components for irrigation are figured into the sq.ft. price

**Temporary irrigated native seed for disturbed areas and detention areas are included in the Earthwork budget by civil engineer.

***All streetscape and Median Lighting is included in Engineer's cost estimate.

Disclaimer

STREETSCAPE

This opinion of probable landscape construction cost is made on the basis of the Planner / Landscape Architect's experience and qualifications and represents the best judgment as an experienced and qualified professional generally familiar with the industry. However, since the Planner / Landscape Architect does not have control over the cost of labor, materials, equipment, services furnished by others, the Contractors' methods of determining prices, competitive bidding or market conditions; the Planner / Landscape Architect cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from this estimate of probable landscape construction costs. If the OWNER wishes greater assurance as to probable construction costs, the OWNER shall employ an independent cost estimator or contractor. Prior to probationary acceptance of the Public Improvements for the Property, the Developer shall install all plant material and related irrigation facilities within all tracts as described in the landscape plans approved by the Town for the Property (the "Landscape Improvements"), subject to the warranty provisions of this Agreement. If installation of the Landscape Improvements cannot be reasonably accomplished prior to probationary acceptance of the Public Improvements for the Property, the Developer shall post a letter of credit amounting to one hundred ten percent (110%) (the "Landscape Security") of the materials cost as described and will complete the Landscape Improvements according to the landscape plans prior to final acceptance of the Public Improvements by the Town. The Town may reduce the Landscape Security, in the exercise of its sole discretion, as the Landscape Improvements are completed on a tract-by-tract basis and accepted by the Town for probationary acceptance, subject to the warranty provisions of this Agreement and Section 13.07.150(c) of the Town's Land Development Ordinance for the Landscape Improvements.



10333 E. Dry Creek Road
Suite 240
Englewood, Colorado 80112
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TRAILS AT CROWFOOT FILING 2 ENGINEER'S ESTIMATE OF ANTICIPATED COSTS

PROJECT:
TRAILS AT CROWFOOT FILING 2
CLIENT:
E5X MANAGEMENT
ESTIMATE PREPARED BY:
CVL CONSULTANTS OF COLORADO, INC.

ACREAGE: 22.164
LOTS: 101
JOB NUMBER: 283701
PHASE: FILING 2
DATE: 12/5/2017

SANITARY SEWER

ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
	8" SEWER (PVC)	4,479	L.F.	\$48.00	\$214,992.00
	12" SEWER (PVC)	0	L.F.	\$54.00	\$0.00
	18" SEWER (PVC)	0	L.F.	\$67.00	\$0.00
	4' DIA. MANHOLE	24	EA.	\$2,850.00	\$68,400.00
	5' DIA. MANHOLE	0	EA.	\$2,850.00	\$0.00
	STANDARD CLEANOUT	0	EA.	\$300.00	\$0.00
	DROP MANHOLE	0	EA.	\$5,000.00	\$0.00
	INTERMEDIATE PLATFORM	0	EA.	\$700.00	\$0.00
	4" SEWER SERVICE	101	EA.	\$1,615.00	\$163,115.00
	20" STEEL CASING	0	L.F.	\$2,000.00	\$0.00
	CONNECTION TO EXISTING MAIN	1	EA.	\$1,900.00	\$1,900.00
					\$448,407.00

WATERLINE

ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
	6" WATERPIPE (DIP)	168	L.F.	\$20.00	\$3,360.00
	8" WATERPIPE (PVC)	4,845	L.F.	\$39.00	\$188,955.00
	12" WATERPIPE (PVC)	0	L.F.	\$57.00	\$0.00
	16" WATERPIPE (DIP)	0	L.F.	\$77.60	\$0.00
	6" GATE VALVE	9	EA.	\$1,000.00	\$9,000.00
	8" GATE VALVE	20	EA.	\$1,750.00	\$35,000.00
	12" GATE VALVE	0	EA.	\$3,000.00	\$0.00
	16" BUTTERFLY VALVE	0	EA.	\$18,000.00	\$0.00
	8" MISC. FITTINGS	30	EA.	\$460.00	\$13,800.00
	12" MISC. FITTINGS	0	EA.	\$730.00	\$0.00
	16" MISC. FITTINGS	0	EA.	\$1,500.00	\$0.00
	AIR / VACUUM VALVE	2	EA.	\$6,700.00	\$13,400.00
	8" CAP WITH BLOW OFF	7	EA.	\$2,000.00	\$14,000.00
	2" BLOW OFF VALVE (8" LINE-LOW POINT)	1	EA.	\$2,000.00	\$2,000.00
	6" BLOW OFF VALVE (16" LINE-LOW POINT)	0	EA.	\$2,500.00	\$0.00
	FIRE HYDRANT WITH 6" LEAD	8	EA.	\$5,000.00	\$40,000.00
	DEEP BURY FIRE HYDRANT WITH 6" LEAD	1	EA.	\$5,500.00	\$5,500.00
	IRRIGATION SERVICE W/ METER(2")	0	EA.	\$2,500.00	\$0.00
	DOMESTIC WATER SERVICE W/ METER	101	EA.	\$1,400.00	\$141,400.00
	20" STEEL CASING	0	L.F.	\$2,000.00	\$0.00
	CONNECTION TO EXISTING MAIN	6	EA.	\$1,000.00	\$6,000.00
					\$472,415.00



CONTINGENCIES 20% OF CONSTRUCTION COSTS = \$184,164.40

Total Filing 2 Water/Sewer= **\$1,104,986.40**



CVL Consultants of Colorado Inc.
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**ENGINEERS PUBLIC IMPROVEMENT COST ESTIMATE
 TRAILS AT CROWFOOT FILING 2
 12/5/2017**

ROADWAY

No.	Description	Quantity	Unit	Cost/Unit	Total Cost
	6" VERTICAL CURB & GUTTER (2' PAN)	0	L.F.	\$22.00	\$0.00
	6" VERTICAL CURB & GUTTER (1' PAN)	140	L.F.	\$22.00	\$3,080.00
	4" MOUNTABLE CURB & GUTTER	9,668	L.F.	\$24.00	\$232,032.00
	HOT MIX ASPHALT PAVEMENT (5" DEPTH)	16,113	S.Y.	\$23.50	\$378,663.33
	CONCRETE PAVEMENT	0	S.Y.	\$90.00	\$0.00
	AGGREGATE BASE COURSE	4,297	C.Y.	\$40.50	\$174,024.00
	SUBGRADE STABILIZATION	4,297	S.Y.	\$2.10	\$9,023.47
	ROADWAY SUBGRADE PREP (EXTEND 2' OUTSIDE CURB)	4,297	S.Y.	\$1.25	\$5,371.11
	5' DETACHED CONCRETE SIDEWALK	9,668	L.F.	\$27.00	\$261,036.00
	SIDEWALK SUBGRADE PREP (MIN 1' OUTSIDE LIMITS)	7,520	S.Y.	\$1.25	\$9,399.44
	CORNER CURB RAMP (INCLUDES SUBGRADE PREP)	16	EA.	\$2,200.00	\$35,200.00
	MIDBLOCK CURB RAMP (INCLUDES SUBGRADE PREP)	6	EA.	\$2,200.00	\$13,200.00
	CROSS PAN (INCLUDES SUBGRADE PREP)	150	S.Y.	\$103.50	\$15,525.00
	TRENCH DRAIN	0	L.F.	\$19.00	\$0.00
	MEDIAN COVER	31	S.Y.	\$90.00	\$2,800.00
	ADJUST MANHOLE	32	EA.	\$760.00	\$24,320.00
	ADJUST WATER VALVE	29	EA.	\$425.00	\$12,325.00
Total Cost					\$1,175,999.36

STRIPING

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	LONG LINE EPOXY PVMT. MARKING	280	GAL	\$105.00	\$29,400.00
	CROSSWALK BAR	0	S.F.	\$8.00	\$0.00
	STOP BAR	0	S.F.	\$0.93	\$0.00
	ARROW	0	EA.	\$120.00	\$0.00
Total Cost					\$29,400.00

SIGNAGE (INCLUDE POST AND ANCHOR)

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	STREET NAME SIGN WITH STOP SIGN	9	EA.	\$530.00	\$4,770.00
	GROUND SIGN	0	EA.	\$280.00	\$0.00
	TYPE III BARRICADE	0	EA.	\$2,500.00	\$0.00
	SPECIAL SIGN (SPEED LIMIT, DEAD END, MISC SIGNS)	3	EA.	\$280.00	\$840.00
Total Cost					\$5,610.00

DRAINAGE AND STORMWATER IMPROVEMENTS

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	18" RCP	782	L.F.	\$64.00	\$50,048.00
	24" RCP	0	L.F.	\$83.00	\$0.00
	30" RCP	404	L.F.	\$100.00	\$40,400.00
	36" RCP	0	L.F.	\$136.00	\$0.00
	48" RCP	0	L.F.	\$200.00	\$0.00
	30" FES WITH CONCRETE CUTOFF WALL	1	EA.	\$2,400.00	\$2,400.00
	36" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$3,000.00	\$0.00
	48" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$3,400.00	\$0.00
	4' MANHOLE	6	EA.	\$2,500.00	\$15,000.00
	5' MANHOLE	2	EA.	\$3,070.00	\$6,140.00
	6' MANHOLE	0	EA.	\$4,380.00	\$0.00
	5' TYPE R INLET	0	EA.	\$9,000.00	\$0.00
	10' TYPE R INLET (SPECIFIC ON 10" INCREMENT)	7	EA.	\$10,700.00	\$74,900.00
	15' TYPE R INLET	2	EA.	\$11,000.00	\$22,000.00
Total Cost					\$210,888.00

PUBLIC IMPROVMENTS (TOWN) SUBTOTAL \$1,421,897.36

CONSTRUCTION CONTINGENCY (10%)	\$142,189.74
MOBILIZATION (5%)	\$71,094.87
SURVEYING (3%)	\$42,656.92
CONSTRUCTION MANAGEMENT & TESTING (12%)	\$170,627.68

PUBLIC IMPROVEMENT TOTAL \$1,848,466.56

SECURITY AT 110% = \$2,033,313.22

Trails at Crowfoot Filing 2-Preliminary Landscape Cost Estimate-Streetscape

PCS Group

Opinion of Probable Cost

Date: 4.13.2018

Filing 2-ROW Landscaping

<u>Improvement</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
Deciduous Trees (2.5" cal)	138	EA	\$ 560.00	\$ 77,280.00
EnviroTurf (w/prep)	54,999	SF	\$ 1.00	\$ 54,999.00
Irrigation (Spray for native and turf areas)	54,999	SF	\$ 0.90	\$ 49,499.10
			Sub-Total	\$ 181,778.10
			15% Contingency	\$ 27,266.72
			Total	\$ 209,044.82
			110% SIA Total	\$ 229,949.30

*Temporary native seed for disturbed areas and detention areas are included in the Earthwork budget by civil engineer.

Disclaimer

STREETSCAPE COST ESTIMATE

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Trails at Crowfoot Filing 2-Preliminary Landscape Cost Estimate-Open Space

PCS Group

Opinion of Probable Cost

Date: 4.13.2018

Filing 2-Open Space				
Improvement	Quantity	Unit	Unit Cost	Total
Ornamental Trees (2" cal)	8	EA	\$ 480.00	\$ 3,840.00
Deciduous Shrubs (5 gal)	17	EA	\$ 50.00	\$ 850.00
Evergreen Shrubs (5 gal)	3	EA	\$ 50.00	\$ 150.00
Native Seed Open Space (w/prep)	20,056	SF	\$ 0.75	\$ 15,042.00
2" Diam. Cobble Rock mulch (3" depth)	993	SF	\$ 1.25	\$ 1,241.25
Steel Edger	126	LF	\$ 3.00	\$ 378.00
Concrete Walk (4" depth)	3,300	SF	\$ 7.00	\$ 23,100.00
Irrigation (Spray for native and turf areas)	20,056	SF	\$ 0.90	\$ 18,050.40
Irrigation (Drip emitters for shrub beds)	1	LS	\$ 1,200.00	\$ 1,200.00
			Sub-Total	\$ 63,851.65
			15% Contingency	\$ 9,577.75
			Total	\$ 73,429.40
			110% SIA Total	\$ 80,772.34

*Temporary native seed for disturbed areas and detention areas are included in the Earthwork budget by civil engineer.

Disclaimer

OPENSOURCE COST ESTIMATE

This opinion of probable landscape construction cost is made on the basis of the Planner / Landscape Architect's experience and qualifications and represents the best judgment as an experienced and qualified professional generally familiar with the industry. However, since the Planner / Landscape Architect does not have control over the cost of labor, materials, equipment, services furnished by others, the Contractors' methods of determining prices, competitive bidding or market conditions; the Planner / Landscape Architect cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from this estimate of probable landscape construction costs. If the OWNER wishes greater assurance as to probable construction costs, the OWNER shall employ an independent cost estimator or contractor. Prior to probationary acceptance of the Public Improvements for the Property, the Developer shall install all plant material and related irrigation facilities within all tracts as described in the landscape plans approved by the Town for the Property (the "Landscape Improvements"), subject to the warranty provisions of this Agreement. If installation of the Landscape Improvements cannot be reasonably accomplished prior to probationary acceptance of the Public Improvements for the Property, the Developer shall post a letter of credit amounting to one hundred ten percent (110%) (the "Landscape Security") of the materials cost as described and will complete the Landscape Improvements according to the landscape plans prior to final acceptance of the Public Improvements by the Town. The Town may reduce the Landscape Security, in the exercise of its sole discretion, as the Landscape Improvements are completed on a tract-by-tract basis and accepted by the Town for probationary acceptance, subject to the warranty provisions of this Agreement and Section 13.07.150(c) of the Town's Land Development Ordinance for the Landscape Improvements.



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Suite 240
Englewood, Colorado 80112
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TRAILS AT CROWFOOT FILING 3 ENGINEER'S ESTIMATE OF ANTICIPATED COSTS

PROJECT: TRAILS AT CROWFOOT FILING 3
CLIENT: E5X MANAGEMENT
ESTIMATE PREPARED BY: CVL CONSULTANTS OF COLORADO, INC.

ACREAGE: 22.164
LOTS: 101
JOB NUMBER: 283701
PHASE: FILING 3
DATE: 12/5/2017

SANITARY SEWER

ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
	8" SEWER (PVC)	3,580	L.F.	\$48.00	\$171,840.00
	12" SEWER (PVC)	0	L.F.	\$54.00	\$0.00
	18" SEWER (PVC)	0	L.F.	\$67.00	\$0.00
	4' DIA. MANHOLE	19	EA.	\$2,850.00	\$54,150.00
	5' DIA. MANHOLE	0	EA.	\$2,850.00	\$0.00
	STANDARD CLEANOUT	0	EA.	\$300.00	\$0.00
	DROP MANHOLE	0	EA.	\$5,000.00	\$0.00
	INTERMEDIATE PLATFORM	0	EA.	\$700.00	\$0.00
	4" SEWER SERVICE	98	EA.	\$1,615.00	\$158,270.00
	20" STEEL CASING	0	L.F.	\$2,000.00	\$0.00
	CONNECTION TO EXISTING MAIN	2	EA.	\$1,900.00	\$3,800.00
					\$388,060.00

WATERLINE

ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
	6" WATERPIPE (DIP)	100	L.F.	\$20.00	\$2,000.00
	8" WATERPIPE (PVC)	3,588	L.F.	\$39.00	\$139,932.00
	12" WATERPIPE (PVC)	0	L.F.	\$57.00	\$0.00
	16" WATERPIPE (DIP)	0	L.F.	\$77.60	\$0.00
	6" GATE VALVE	6	EA.	\$1,000.00	\$6,000.00
	8" GATE VALVE	10	EA.	\$1,750.00	\$17,500.00
	12" GATE VALVE	0	EA.	\$3,000.00	\$0.00
	16" BUTTERFLY VALVE	0	EA.	\$18,000.00	\$0.00
	8" MISC. FITTINGS	22	EA.	\$460.00	\$10,120.00
	12" MISC. FITTINGS	0	EA.	\$730.00	\$0.00
	16" MISC. FITTINGS	0	EA.	\$1,500.00	\$0.00
	AIR / VACUUM VALVE	1	EA.	\$6,700.00	\$6,700.00
	8" CAP WITH BLOW OFF	1	EA.	\$2,000.00	\$2,000.00
	2" BLOW OFF VALVE (8" LINE-LOW POINT)	1	EA.	\$2,000.00	\$2,000.00
	6" BLOW OFF VALVE (16" LINE-LOW POINT)	0	EA.	\$2,500.00	\$0.00
	FIRE HYDRANT WITH 6" LEAD	8	EA.	\$5,000.00	\$40,000.00
	DEEP BURY FIRE HYDRANT WITH 6" LEAD	1	EA.	\$5,500.00	\$5,500.00
	IRRIGATION SERVICE W/ METER(2")	0	EA.	\$2,500.00	\$0.00
	DOMESTIC WATER SERVICE W/ METER	98	EA.	\$1,400.00	\$137,200.00
	20" STEEL CASING	0	L.F.	\$2,000.00	\$0.00
	CONNECTION TO EXISTING MAIN	5	EA.	\$1,000.00	\$5,000.00
					\$373,952.00



CONTINGENCIES 20% OF CONSTRUCTION COSTS = \$152,402.40

Total Filing 3 Water/Sewer= **\$914,414.40**

Trails at Crowfoot Filing 3-Preliminary Landscape Cost Estimate-Open Space

PCS Group

Opinion of Probable Cost

Date: 4.13.2018

Filing 3-Parks & Open Space

<u>Improvement</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
Deciduous Trees (2.5" cal)	21	EA	\$ 560.00	\$ 11,760.00
Evergreen Trees (8' ht)	20	EA	\$ 690.00	\$ 13,800.00
Ornamental Trees (2" cal)	9	EA	\$ 480.00	\$ 4,320.00
Deciduous Shrubs (5 gal)	147	EA	\$ 50.00	\$ 7,350.00
Evergreen Shrubs (5 gal)	41	EA	\$ 50.00	\$ 2,050.00
Ornamental Grasses (1 gal)	112	EA	\$ 25.00	\$ 2,800.00
Perennials (1 gal)	36	EA	\$ 15.00	\$ 540.00
Native Seed Open Space (w/prep)	27,940	SF	\$ 0.75	\$ 20,955.00
EnviroTurf (w/prep)	1,408	SF	\$ 1.00	\$ 1,408.00
Blugrass Sod (w/prep)	10,359	SF	\$ 1.00	\$ 10,359.00
2" Diam. Cobble Rock mulch (3" depth)	8,168	SF	\$ 1.25	\$ 10,210.00
Steel Edger	1,151	LF	\$ 3.00	\$ 3,453.00
Specimen Landscape Boulders	3	EA	\$ 800.00	\$ 2,400.00
Concrete Walk (4" depth)	10,080	SF	\$ 7.00	\$ 70,560.00
Concrete Thickened Edge	190	SF	\$ 45.00	\$ 8,550.00
Crusher Fines (4" depth)	1,994	SF	\$ 3.50	\$ 6,979.00
Specialty Pavers	605	SF	\$ 18.00	\$ 10,890.00
Stone Veneer Seatwall	40	LF	\$ 450.00	\$ 18,000.00
Pet Station	1	EA	\$ 600.00	\$ 600.00
Trash Receptacle	2	EA	\$ 1,200.00	\$ 2,400.00
Bike Rack	3	EA	\$ 500.00	\$ 1,500.00
Playground Structures	1	LS	\$ 40,000.00	\$ 40,000.00
Engineered Wood Fiber (playground-12" depth)	1,916	SF	\$ 3.50	\$ 6,706.00
ADA Playground Ramp	1	EA	\$ 1,800.00	\$ 1,800.00
Playground Drainage	1	LS	\$ 1,500.00	\$ 1,500.00
20'x20' Picnic Shelter	1	EA	\$ 36,000.00	\$ 36,000.00
Picnic Tables	2	EA	\$ 1,800.00	\$ 3,600.00
Bench	3	EA	\$ 1,500.00	\$ 4,500.00
Mailbox Kiosk (16 door)	12	EA	\$ 1,400.00	\$ 16,800.00
Irrigation (Spray for native and turf areas)	39,707	SF	\$ 0.90	\$ 35,736.30
Irrigation (Drip emitters for shrub beds)	1	LS	\$ 10,200.00	\$ 10,200.00
			Sub-Total	\$ 367,726.30
			15% Contingency	\$ 55,158.95
			Total	\$ 422,885.25
			110% SIA Total	\$ 465,173.77

*Temporary native seed for disturbed areas and detention areas are included in the Earthwork budget by civil engineer.

Disclaimer

OPENSOURCE COST ESTIMATE

This opinion of probable landscape construction cost is made on the basis of the Planner / Landscape Architect's experience and qualifications and represents the best judgment as an experienced and qualified professional generally familiar with the industry. However, since the Planner / Landscape Architect does not have control over the cost of labor, materials, equipment, services furnished by others, the Contractors' methods of determining prices, competitive bidding or market conditions; the Planner / Landscape Architect cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from this estimate of probable landscape construction costs. If the OWNER wishes greater assurance as to probable construction costs, the OWNER shall employ an independent cost estimator or contractor. Prior to probationary acceptance of the Public Improvements for the Property, the Developer shall install all plant material and related irrigation facilities within all tracts as described in the landscape plans approved by the Town for the Property (the "Landscape Improvements"), subject to the warranty provisions of this Agreement. If installation of the Landscape Improvements cannot be reasonably accomplished prior to probationary acceptance of the Public Improvements for the Property, the Developer shall post a letter of credit amounting to one hundred ten percent (110%) (the "Landscape Security") of the materials cost as described and will complete the Landscape Improvements according to the landscape plans prior to final acceptance of the Public Improvements by the Town. The Town may reduce the Landscape Security, in the exercise of its sole discretion, as the Landscape Improvements are completed on a tract-by-tract basis and accepted by the Town for

probationary acceptance, subject to the warranty provisions of this Agreement and Section 13.07.150(c) of the Town's Land Development Ordinance for the Landscape Improvements.

Trails at Crowfoot Filing 3-Preliminary Landscape Cost Estimate-Streetscape

PCS Group

Opinion of Probable Cost

Date: 4.13.2018

Filing 3-ROW Landscaping

<u>Improvement</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
Deciduous Trees (2.5" cal)	142	EA	\$ 560.00	\$ 79,520.00
Deciduous Shrubs (5 gal)	2	EA	\$ 50.00	\$ 100.00
Evergreen Shrubs (5 gal)	8	EA	\$ 50.00	\$ 400.00
Perennials/Grasses (1 gal)	15	EA	\$ 15.00	\$ 225.00
EnviroTurf (w/prep)	62,014	SF	\$ 1.00	\$ 62,014.00
2" Diam. Cobble Rock mulch (3" depth)	165	SF	\$ 1.25	\$ 206.25
Steel Edger	35	LF	\$ 3.00	\$ 105.00
Irrigation (Spray for native and turf areas)	62,014	SF	\$ 0.90	\$ 55,812.60
Irrigation (Drip emitters for shrub beds)	1	LS	\$ 50.00	\$ 50.00
			Sub-Total	\$ 198,432.85
			15% Contingency	\$ 29,764.93
			Total	\$ 228,197.78
			110% SIA Total	\$ 251,017.56

*Temporary native seed for disturbed areas and detention areas are included in the Earthwork budget by civil engineer.

Disclaimer

STREETSCAPE COST ESTIMATE

This opinion of probable landscape construction cost is made on the basis of the Planner / Landscape Architect's experience and qualifications and represents the best judgment as an experienced and qualified professional generally familiar with the industry. However, since the Planner / Landscape Architect does not have control over the cost of labor, materials, equipment, services furnished by others, the Contractors' methods of determining prices, competitive bidding or market conditions; the Planner / Landscape Architect cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from this estimate of probable landscape construction costs. If the OWNER wishes greater assurance as to probable construction costs, the OWNER shall employ an independent cost estimator or contractor. Prior to probationary acceptance of the Public Improvements for the Property, the Developer shall install all plant material and related irrigation facilities within all tracts as described in the landscape plans approved by the Town for the Property (the "Landscape Improvements"), subject to the warranty provisions of this Agreement. If installation of the Landscape Improvements cannot be reasonably accomplished prior to probationary acceptance of the Public Improvements for the Property, the Developer shall post a letter of credit amounting to one hundred ten percent (110%) (the "Landscape Security") of the materials cost as described and will complete the Landscape Improvements according to the landscape plans prior to final acceptance of the Public Improvements by the Town. The Town may reduce the Landscape Security, in the exercise of its sole discretion, as the Landscape Improvements are completed on a tract-by-tract basis and accepted by the Town for probationary acceptance, subject to the warranty provisions of this Agreement and Section 13.07.150(c) of the Town's Land Development Ordinance for the Landscape Improvements.



10333 E. Dry Creek Road
Suite 240
Englewood, Colorado 80112
720.482.9526 Fax 720.482.9546

TRAILS AT CROWFOOT FILING 4 ENGINEER'S ESTIMATE OF ANTICIPATED COSTS

PROJECT: TRAILS AT CROWFOOT FILING 4
CLIENT: E5X MANAGEMENT
ESTIMATE PREPARED BY: CVL CONSULTANTS OF COLORADO, INC.

ACREAGE: 22.164
LOTS: 90
JOB NUMBER: 283701
PHASE: FILING 4
DATE: 12/5/2017

SANITARY SEWER

ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
	8" SEWER (PVC)	3,207	L.F.	\$48.00	\$153,936.00
	12" SEWER (PVC)	0	L.F.	\$54.00	\$0.00
	18" SEWER (PVC)	0	L.F.	\$67.00	\$0.00
	4' DIA. MANHOLE	16	EA.	\$2,850.00	\$45,600.00
	5' DIA. MANHOLE	0	EA.	\$2,850.00	\$0.00
	STANDARD CLEANOUT	0	EA.	\$300.00	\$0.00
	DROP MANHOLE	0	EA.	\$5,000.00	\$0.00
	INTERMEDIATE PLATFORM	0	EA.	\$700.00	\$0.00
	4" SEWER SERVICE	90	EA.	\$1,615.00	\$145,350.00
	20" STEEL CASING	0	L.F.	\$2,000.00	\$0.00
	CONNECTION TO EXISTING MAIN	3	EA.	\$1,900.00	\$5,700.00
					\$350,586.00

WATERLINE

ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
	6" WATERPIPE (DIP)	138	L.F.	\$20.00	\$2,760.00
	8" WATERPIPE (PVC)	3,353	L.F.	\$39.00	\$130,767.00
	12" WATERPIPE (PVC)	0	L.F.	\$57.00	\$0.00
	16" WATERPIPE (DIP)	0	L.F.	\$77.60	\$0.00
	6" GATE VALVE	6	EA.	\$1,000.00	\$6,000.00
	8" GATE VALVE	11	EA.	\$1,750.00	\$19,250.00
	12" GATE VALVE	0	EA.	\$3,000.00	\$0.00
	16" BUTTERFLY VALVE	0	EA.	\$18,000.00	\$0.00
	8" MISC. FITTINGS	15	EA.	\$460.00	\$6,900.00
	12" MISC. FITTINGS	0	EA.	\$730.00	\$0.00
	16" MISC. FITTINGS	0	EA.	\$1,500.00	\$0.00
	AIR / VACUUM VALVE	3	EA.	\$6,700.00	\$20,100.00
	8" CAP WITH BLOW OFF VALVE	2	EA.	\$2,000.00	\$4,000.00
	2" BLOW OFF VALVE (8" LINE-LOW POINT)	1	EA.	\$2,000.00	\$2,000.00
	6" BLOW OFF VALVE (16" LINE-LOW POINT)	0	EA.	\$2,500.00	\$0.00
	FIRE HYDRANT WITH 6" LEAD	6	EA.	\$5,000.00	\$30,000.00
	IRRIGATION SERVICE W/ METER(2")	0	EA.	\$2,500.00	\$0.00
	DOMESTIC WATER SERVICE W/ METER	90	EA.	\$1,400.00	\$126,000.00
	20" STEEL CASING	0	L.F.	\$2,000.00	\$0.00
	CONNECTION TO EXISTING MAIN	5	EA.	\$1,000.00	\$5,000.00
					\$352,777.00

CONTINGENCIES 20% OF CONSTRUCTION COSTS = \$140,672.60

Total Filing 4 Water/Sewer= **\$844,035.60**



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**ENGINEERS PUBLIC IMPROVEMENT COST ESTIMATE
TRAILS AT CROWFOOT FILING 4
12/5/2017**

ROADWAY

No.	Description	Quantity	Unit	Cost/Unit	Total Cost
	6" VERTICAL CURB & GUTTER (2' PAN)	0	L.F.	\$22.00	\$0.00
	6" VERTICAL CURB & GUTTER (1' PAN)	0	L.F.	\$22.00	\$0.00
	4" MOUNTABLE CURB & GUTTER	7,516	L.F.	\$24.00	\$180,384.00
	HOT MIX ASPHALT PAVEMENT (5" DEPTH)	12,527	S.Y.	\$23.50	\$294,376.67
	CONCRETE PAVEMENT	0	S.Y.	\$90.00	\$0.00
	AGGREGATE BASE COURSE	3,340	C.Y.	\$40.50	\$135,288.00
	SUBGRADE STABILIZATION	3,340	S.Y.	\$2.10	\$7,014.93
	ROADWAY SUBGRADE PREP (EXTEND 2' OUTSIDE CURB)	3,340	S.Y.	\$1.25	\$4,175.56
	5' DETACHED CONCRETE SIDEWALK	7,516	L.F.	\$27.00	\$202,932.00
	SIDEWALK SUBGRADE PREP (MIN 1' OUTSIDE LIMITS)	5,846	S.Y.	\$1.25	\$7,307.22
	CORNER CURB RAMP (INCLUDES SUBGRADE PREP)	10	EA.	\$2,200.00	\$22,000.00
	MIDBLOCK CURB RAMP (INCLUDES SUBGRADE PREP)	3	EA.	\$2,200.00	\$6,600.00
	CROSS PAN (INCLUDES SUBGRADE PREP)	150	S.Y.	\$103.50	\$15,525.00
	TRENCH DRAIN	0	L.F.	\$19.00	\$0.00
	MEDIAN COVER	0	S.Y.	\$90.00	\$0.00
	ADJUST MANHOLE	21	EA.	\$760.00	\$15,960.00
	ADJUST WATER VALVE	17	EA.	\$425.00	\$7,225.00
Total Cost					\$898,788.38

STRIPING

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	LONG LINE EPOXY PVMT. MARKING	0	GAL	\$105.00	\$0.00
	CROSSWALK BAR	0	S.F.	\$8.00	\$0.00
	STOP BAR	0	S.F.	\$0.93	\$0.00
	ARROW	0	EA.	\$120.00	\$0.00
Total Cost					\$0.00

SIGNAGE (INCLUDE POST AND ANCHOR)

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	STREET NAME SIGN WITH STOP SIGN	10	EA.	\$530.00	\$5,300.00
	GROUND SIGN	0	EA.	\$280.00	\$0.00
	TYPE III BARRICADE	0	EA.	\$2,500.00	\$0.00
	SPECIAL SIGN (SPEED LIMIT, DEAD END, MISC SIGNS)	1	EA.	\$280.00	\$280.00
Total Cost					\$5,580.00

DRAINAGE AND STORMWATER IMPROVMENTS

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	18" RCP	1,066	L.F.	\$64.00	\$68,224.00
	24" RCP	107	L.F.	\$83.00	\$8,881.00
	30" RCP	336	L.F.	\$100.00	\$33,600.00
	36" RCP	0	L.F.	\$136.00	\$0.00
	48" RCP	0	L.F.	\$200.00	\$0.00
	30" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$2,400.00	\$0.00
	36" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$3,000.00	\$0.00
	48" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$3,400.00	\$0.00
	4' MANHOLE	4	EA.	\$2,500.00	\$10,000.00
	5' MANHOLE	1	EA.	\$3,070.00	\$3,070.00
	6' MANHOLE	0	EA.	\$4,380.00	\$0.00
	5' TYPE R INLET	0	EA.	\$9,000.00	\$0.00
	10' TYPE R INLET (SPECIFIC ON 10" INCREMENT)	2	EA.	\$10,700.00	\$21,400.00
	15' TYPE R INLET	2	EA.	\$11,000.00	\$22,000.00
Total Cost					\$167,175.00

PUBLIC IMPROVMENTS (TOWN) SUBTOTAL \$1,071,543.38

CONSTRUCTION CONTINGENCY (10%)	\$107,154.34
MOBILIZATION (5%)	\$53,577.17
SURVEYING (3%)	\$32,146.30
CONSTRUCTION MANAGEMENT & TESTING (12%)	\$128,585.21

PUBLIC IMPROVEMENT TOTAL \$1,393,006.39

SECURITY AT 110% = \$1,532,307.03

Trails at Crowfoot Filing 4-Preliminary Landscape Cost Estimate-Open Space

PCS Group

Opinion of Probable Cost

Date: 4.13.2018

Filing 4-Park Open Space				
Improvement	Quantity	Unit	Unit Cost	Total
Landscape Material				
Deciduous Trees (2.5" cal)	2	EA	\$ 560.00	\$ 1,120.00
Evergreen Trees (8' ht)	8	EA	\$ 690.00	\$ 5,520.00
Upright Juniper Trees (#15 Container)	12	EA	\$ 250.00	\$ 3,000.00
Ornamental Trees (2" cal)	4	EA	\$ 480.00	\$ 1,920.00
Deciduous Shrubs (5 gal)	35	EA	\$ 50.00	\$ 1,750.00
Evergreen Shrubs (5 gal)	16	EA	\$ 50.00	\$ 800.00
Ornamental Grasses (1 gal)	32	EA	\$ 25.00	\$ 800.00
Native Seed Open Space (w/prep)	6,217	SF	\$ 0.75	\$ 4,662.75
Blugrass Sod (w/prep)	8,943	SF	\$ 1.00	\$ 8,943.00
2" Diam. Cobble Rock mulch (3" depth)	2,001	SF	\$ 1.25	\$ 2,501.25
Specimen Landscape Boulders	8	EA	\$ 500.00	\$ 4,000.00
Irrigation (Spray for native and turf areas)	15,160	SF	\$ 0.90	\$ 13,644.00
Irrigation (Drip emitters for shrub beds)	1	LS	\$ 2,400.00	\$ 2,400.00
Hardscape Material & Site Furnishings				
Crusher Fines Walk W/Concrete Edger(4" depth)	2,216	SF	\$ 6.50	\$ 14,404.00
Steel Edger	288	LF	\$ 3.00	\$ 864.00
Pet Station	1	EA	\$ 600.00	\$ 600.00
Trash Receptacle	2	EA	\$ 1,200.00	\$ 2,400.00
16'x16' Picnic Shelter	1	EA	\$ 34,000.00	\$ 34,000.00
Picnic Tables	1	EA	\$ 1,800.00	\$ 1,800.00
Bench	2	EA	\$ 1,500.00	\$ 3,000.00
Mailbox Kiosk (16 door)	5	EA	\$ 1,400.00	\$ 7,000.00
			Sub-Total	\$ 115,129.00
			15% Contingency	\$ 17,269.35
			Total	\$ 132,398.35
			110% SIA Total	\$ 145,638.19

*Temporary native seed for disturbed areas and detention areas are included in the Earthwork budget by civil engineer.

Disclaimer

OPEN SPACE COST ESTIMATE

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Trails at Crowfoot Filing 4-Preliminary Landscape Cost Estimate-Streetscape

PCS Group

Opinion of Probable Cost

Date: 4.13.2018

Filing 4-ROW Landscaping				
<u>Improvement</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
Deciduous Trees (2.5" cal)	135	EA	\$ 560.00	\$ 75,600.00
EnviroTurf (w/prep)	59,190	SF	\$ 1.00	\$ 59,190.00
2" Diam. Cobble Rock mulch (3" depth)	248	SF	\$ 1.25	\$ 310.00
Irrigation (Spray for native and turf areas)	59,190	SF	\$ 0.90	\$ 53,271.00
			Sub-Total	\$ 188,371.00
			15% Contingency	\$ 28,255.65
			Total	\$ 216,626.65
			110% SIA Total	\$ 238,289.32

*Temporary native seed for disturbed areas and detention areas are included in the Earthwork budget by civil engineer.

Disclaimer

STREETSCAPE COST ESTIMATE

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CVL Consultants of Colorado, Inc.

10333 E. Dry Creek Rd

Suite 240

Englewood, Colorado 80112

720.482.9526 Fax 720.482.9546

TRAILS AT CROWFOOT FILING 5 ENGINEER'S ESTIMATE OF ANTICIPATED COSTS

PROJECT:
TRAILS AT CROWFOOT FILING 5
CLIENT:
E5X MANAGEMENT
ESTIMATE PREPARED BY:
CVL CONSULTANTS OF COLORADO, INC.

ACREAGE: 13.281
LOTS: 77
JOB NUMBER: 283701
PHASE: FILING 5
DATE: 3/7/2018

SANITARY SEWER

ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
	8" SEWER (PVC)	2,496	L.F.	\$48.00	\$119,808.00
	12" SEWER (PVC)	0	L.F.	\$54.00	\$0.00
	18" SEWER (PVC)	0	L.F.	\$67.00	\$0.00
	4' DIA. MANHOLE	10	EA.	\$2,850.00	\$28,500.00
	5' DIA. MANHOLE	0	EA.	\$2,850.00	\$0.00
	STANDARD CLEANOUT	0	EA.	\$300.00	\$0.00
	DROP MANHOLE	0	EA.	\$5,000.00	\$0.00
	INTERMEDIATE PLATFORM	0	EA.	\$700.00	\$0.00
	4" SEWER SERVICE	77	EA.	\$1,615.00	\$124,355.00
	20" STEEL CASING	0	L.F.	\$2,000.00	\$0.00
	CONNECTION TO EXISTING MAIN	6	EA.	\$1,900.00	\$11,400.00
					\$284,063.00

WATERLINE

ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
	6" WATERPIPE (DIP)	124	L.F.	\$20.00	\$2,480.00
	8" WATERPIPE (PVC)	2,671	L.F.	\$39.00	\$104,169.00
	12" WATERPIPE (PVC)	0	L.F.	\$57.00	\$0.00
	16" WATERPIPE (DIP)	0	L.F.	\$77.60	\$0.00
	6" GATE VALVE	5	EA.	\$1,000.00	\$5,000.00
	8" GATE VALVE	13	EA.	\$1,750.00	\$22,750.00
	12" GATE VALVE	0	EA.	\$3,000.00	\$0.00
	16" BUTTERFLY VALVE	0	EA.	\$18,000.00	\$0.00
	8" MISC. FITTINGS	8	EA.	\$460.00	\$3,680.00
	12" MISC. FITTINGS	0	EA.	\$730.00	\$0.00
	16" MISC. FITTINGS	0	EA.	\$1,500.00	\$0.00
	AIR / VACUUM VALVE	1	EA.	\$6,700.00	\$6,700.00
	8" CAP WITH BLOW OFF VALVE	5	EA.	\$2,000.00	\$10,000.00
	2" BLOW OFF VALVE (8" LINE-LOW POINT)	0	EA.	\$2,000.00	\$0.00
	6" BLOW OFF VALVE (16" LINE-LOW POINT)	0	EA.	\$2,500.00	\$0.00
	FIRE HYDRANT WITH 6" LEAD	5	EA.	\$5,000.00	\$25,000.00
	IRRIGATION SERVICE W/ METER(2")	0	EA.	\$2,500.00	\$0.00
	DOMESTIC WATER SERVICE W/ METER	77	EA.	\$1,400.00	\$107,800.00
	20" STEEL CASING	0	L.F.	\$2,000.00	\$0.00
	CONNECTION TO EXISTING MAIN	7	EA.	\$1,000.00	\$7,000.00
					\$294,579.00

CONTINGENCIES 20% OF CONSTRUCTION COSTS = \$115,728.40

Total Filing 5 Water/Sewer= \$694,370.40





CVL Consultants of Colorado, Inc.
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**ENGINEERS PUBLIC IMPROVEMENT COST ESTIMATE
 TRAILS AT CROWFOOT FILING 5
 3/7/2018**

ROADWAY

No.	Description	Quantity	Unit	Cost/Unit	Total Cost
	6" VERTICAL CURB & GUTTER (2' PAN)	0	L.F.	\$22.00	\$0.00
	6" VERTICAL CURB & GUTTER (1' PAN)	0	L.F.	\$22.00	\$0.00
	4" MOUNTABLE CURB & GUTTER	5,642	L.F.	\$24.00	\$135,408.00
	HOT MIX ASPHALT PAVEMENT (5" DEPTH)	9,403	S.Y.	\$23.50	\$220,978.33
	CONCRETE PAVEMENT	0	S.Y.	\$90.00	\$0.00
	AGGRIGATE BASE COURSE	2,508	C.Y.	\$40.50	\$101,556.00
	SUBGRADE STABILIZATION	2,508	S.Y.	\$2.10	\$5,265.87
	ROADWAY SUBGRADE PREP (EXTEND 2' OUTSIDE CURB)	2,508	S.Y.	\$1.25	\$3,134.44
	5' DETACHED CONCRETE SIDEWALK	5,642	L.F.	\$27.00	\$152,334.00
	SIDEWALK SUBGRADE PREP (MIN 1' OUTSIDE LIMITS)	4,388	S.Y.	\$1.25	\$5,485.28
	CORNER CURB RAMP (INCLUDES SUBGRADE PREP)	9	EA.	\$2,200.00	\$19,800.00
	MIDBLOCK CURB RAMP (INCLUDES SUBGRADE PREP)	3	EA.	\$2,200.00	\$6,600.00
	CROSS PAN (INCLUDES SUBGRADE PREP)	50	S.Y.	\$103.50	\$5,175.00
	TRENCH DRAIN	0	L.F.	\$19.00	\$0.00
	MEDIAN COVER	0	S.Y.	\$90.00	\$0.00
	ADJUST MANHOLE	11	EA.	\$760.00	\$8,360.00
	ADJUST WATER VALVE	18	EA.	\$425.00	\$7,650.00
Total Cost					\$671,746.92

STRIPING

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	LONG LINE EPOXY PVMT. MARKING	0	GAL	\$105.00	\$0.00
	CROSSWALK BAR	0	S.F.	\$8.00	\$0.00
	STOP BAR	0	S.F.	\$0.93	\$0.00
	ARROW	0	EA.	\$120.00	\$0.00
Total Cost					\$0.00

SIGNAGE (INCLUDE POST AND ANCHOR)

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	STREET NAME SIGN WITH STOP SIGN	9	EA.	\$530.00	\$4,770.00
	GROUND SIGN	0	EA.	\$280.00	\$0.00
	TYPE III BARRICADE	1	EA.	\$2,500.00	\$2,500.00
	SPECIAL SIGN (SPEED LIMIT, DEAD END, MISC SIGNS)	0	EA.	\$280.00	\$0.00
Total Cost					\$7,270.00

DRAINAGE AND STORMWATER IMPROVMENTS

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	18" RCP	222	L.F.	\$64.00	\$14,208.00
	24" RCP	0	L.F.	\$83.00	\$0.00
	30" RCP	0	L.F.	\$100.00	\$0.00
	36" RCP	0	L.F.	\$136.00	\$0.00
	48" RCP	0	L.F.	\$200.00	\$0.00
	30" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$2,400.00	\$0.00
	36" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$3,000.00	\$0.00
	48" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$3,400.00	\$0.00
	4' MANHOLE	1	EA.	\$2,500.00	\$2,500.00
	5' MANHOLE	0	EA.	\$3,070.00	\$0.00
	6' MANHOLE	0	EA.	\$4,380.00	\$0.00
	5' TYPE R INLET	0	EA.	\$9,000.00	\$0.00
	10' TYPE R INLET (SPECIFIC ON 10" INCREMENT)	1	EA.	\$10,700.00	\$10,700.00
	15' TYPE R INLET	0	EA.	\$11,000.00	\$0.00
Total Cost					\$27,408.00

PUBLIC IMPROVMENTS (TOWN) SUBTOTAL \$706,424.92

CONSTRUCTION CONTINGENCY (10%) \$70,642.49
 MOBILIZATION (5%) \$35,321.25
 SURVEYING (3%) \$21,192.75
 CONSTRUCTION MANAGEMENT & TESTING (12%) \$84,770.99

PUBLIC IMPROVEMENT TOTAL \$918,352.40

SECURITY AT 110% = \$1,010,187.64

Trails at Crowfoot Filing 5-Preliminary Landscape Cost Estimate- Streetscape

PCS Group

Opinion of Probable Cost

Date:04.20.18

Filing 5-Streetscape Landscaping

<u>Improvement</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
Landscape Material				
Deciduous Trees (2.5" cal)	103	EA	\$ 560.00	\$ 57,680.00
2" Diam. Cobble Rock mulch (3" depth)	467	SF	\$ 1.25	\$ 583.75
EnviroTurf (w/prep)	40,364	SF	\$ 1.00	\$ 40,364.00
Irrigation (Spray for native and turf areas)	40,364	SF	\$ 0.90	\$ 36,327.60

Hardscape Material & Site Furnishings				
Mailbox kiosk (16 doors)	4	EA	\$ 1,400.00	\$ 5,600.00
Steel Edger	32	LF	\$ 3.00	\$ 96.00
		Sub-Total		\$ 140,651.35
		15% Contingency		\$ 21,097.70
		Total		\$ 161,749.05
		110% SIA Total		\$ 177,923.96

*Temporary native seed for disturbed areas and detention areas are included in the Earthwork budget by civil engineer.

Disclaimer

STREETSCAPE COST ESTIMATE

This opinion of probable landscape construction cost is made on the basis of the Planner / Landscape Architect's experience and qualifications and represents the best judgment as an experienced and qualified professional generally familiar with the industry. However, since the Planner / Landscape Architect does not have control over the cost of labor, materials, equipment, services furnished by others, the Contractors' methods of determining prices, competitive bidding or market conditions; the Planner / Landscape Architect cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from this estimate of probable landscape construction costs. If the OWNER wishes greater assurance as to probable construction costs, the OWNER shall employ an independent cost estimator or contractor. Prior to probationary acceptance of the Public Improvements for the Property, the Developer shall install all plant material and related irrigation facilities within all tracts as described in the landscape plans approved by the Town for the Property (the "Landscape Improvements"), subject to the warranty provisions of this Agreement. If installation of the Landscape Improvements cannot be reasonably accomplished prior to probationary acceptance of the Public Improvements for the Property, the Developer shall post a letter of credit amounting to one hundred ten percent (110%) (the "Landscape Security") of the materials cost as described and will complete the Landscape Improvements according to the landscape plans prior to final acceptance of the Public Improvements by the Town. The Town may reduce the Landscape Security, in the exercise of its sole discretion, as the Landscape Improvements are completed on a tract-by-tract basis and accepted by the Town for probationary acceptance, subject to the warranty provisions of this Agreement and Section 13.07.150(c) of the Town's Land Development Ordinance for the Landscape Improvements.



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Suite 240

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TRAILS AT CROWFOOT FILING 6 ENGINEER'S ESTIMATE OF ANTICIPATED COSTS

PROJECT: TRAILS AT CROWFOOT FILING 6
CLIENT: E5X MANAGEMENT
ESTIMATE PREPARED BY: CVL CONSULTANTS OF COLORADO, INC.

ACREAGE: 14.782
LOTS: 51
JOB NUMBER: 283701
PHASE: FILING 6
DATE: 3/7/2018

SANITARY SEWER

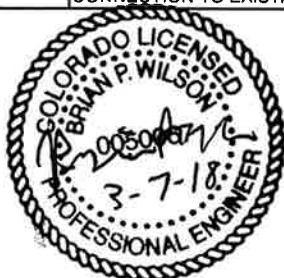
ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
	8" SEWER (PVC)	1,367	L.F.	\$48.00	\$65,616.00
	12" SEWER (PVC)	0	L.F.	\$54.00	\$0.00
	18" SEWER (PVC)	0	L.F.	\$67.00	\$0.00
	4' DIA. MANHOLE	6	EA.	\$2,850.00	\$17,100.00
	5' DIA. MANHOLE	0	EA.	\$2,850.00	\$0.00
	STANDARD CLEANOUT	0	EA.	\$300.00	\$0.00
	DROP MANHOLE	0	EA.	\$5,000.00	\$0.00
	INTERMEDIATE PLATFORM	0	EA.	\$700.00	\$0.00
	4" SEWER SERVICE	51	EA.	\$1,615.00	\$82,365.00
	20" STEEL CASING	0	L.F.	\$2,000.00	\$0.00
	CONNECTION TO EXISTING MAIN	5	EA.	\$1,900.00	\$9,500.00
					\$174,581.00

WATERLINE

ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
	6" WATERPIPE (DIP)	0	L.F.	\$20.00	\$0.00
	8" WATERPIPE (PVC)	1,527	L.F.	\$39.00	\$59,553.00
	12" WATERPIPE (PVC)	0	L.F.	\$57.00	\$0.00
	16" WATERPIPE (DIP)	0	L.F.	\$77.60	\$0.00
	6" GATE VALVE	0	EA.	\$1,000.00	\$0.00
	8" GATE VALVE	0	EA.	\$1,750.00	\$0.00
	12" GATE VALVE	0	EA.	\$3,000.00	\$0.00
	16" BUTTERFLY VALVE	0	EA.	\$18,000.00	\$0.00
	8" MISC. FITTINGS	3	EA.	\$460.00	\$1,380.00
	12" MISC. FITTINGS	0	EA.	\$730.00	\$0.00
	16" MISC. FITTINGS	0	EA.	\$1,500.00	\$0.00
	AIR / VACUUM VALVE	1	EA.	\$6,700.00	\$6,700.00
	8" CAP WITH BLOW OFF VALVE	0	EA.	\$2,000.00	\$0.00
	2" BLOW OFF VALVE (8" LINE-LOW POINT)	0	EA.	\$2,000.00	\$0.00
	6" BLOW OFF VALVE (16" LINE-LOW POINT)	0	EA.	\$2,500.00	\$0.00
	FIRE HYDRANT WITH 6" LEAD	0	EA.	\$5,000.00	\$0.00
	IRRIGATION SERVICE W/ METER(2")	0	EA.	\$2,500.00	\$0.00
	DOMESTIC WATER SERVICE W/ METER	51	EA.	\$1,400.00	\$71,400.00
	20" STEEL CASING	0	L.F.	\$2,000.00	\$0.00
	CONNECTION TO EXISTING MAIN	6	EA.	\$1,000.00	\$6,000.00
					\$145,033.00

CONTINGENCIES 20% OF CONSTRUCTION COSTS = \$63,922.80

Total Filing 6 Water/Sewer= **\$383,536.80**





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**ENGINEERS PUBLIC IMPROVEMENT COST ESTIMATE
 TRAILS AT CROWFOOT FILING 6
 3/7/2018**

ROADWAY

No.	Description	Quantity	Unit	Cost/Unit	Total Cost
	6" VERTICAL CURB & GUTTER (2' PAN)	0	L.F.	\$22.00	\$0.00
	6" VERTICAL CURB & GUTTER (1' PAN)	0	L.F.	\$22.00	\$0.00
	4" MOUNTABLE CURB & GUTTER	3,274	L.F.	\$24.00	\$78,576.00
	HOT MIX ASPHALT PAVEMENT (5" DEPTH)	5,457	S.Y.	\$23.50	\$128,231.67
	CONCRETE PAVEMENT	0	S.Y.	\$90.00	\$0.00
	AGGRIGATE BASE COURSE	1,455	C.Y.	\$40.50	\$58,932.00
	SUBGRADE STABILIZATION	1,455	S.Y.	\$2.10	\$3,055.73
	ROADWAY SUBGRADE PREP (EXTEND 2' OUTSIDE CURB)	1,455	S.Y.	\$1.25	\$1,818.89
	5' DETACHED CONCRETE SIDEWALK	3,274	L.F.	\$27.00	\$88,398.00
	SIDEWALK SUBGRADE PREP (MIN 1' OUTSIDE LIMITS)	2,546	S.Y.	\$1.25	\$3,183.06
	CORNER CURB RAMP (INCLUDES SUBGRADE PREP)	0	EA.	\$2,200.00	\$0.00
	MIDBLOCK CURB RAMP (INCLUDES SUBGRADE PREP)	0	EA.	\$2,200.00	\$0.00
	CROSS PAN (INCLUDES SUBGRADE PREP)	0	S.Y.	\$103.50	\$0.00
	TRENCH DRAIN	0	L.F.	\$19.00	\$0.00
	MEDIAN COVER	0	S.Y.	\$90.00	\$0.00
	ADJUST MANHOLE	6	EA.	\$760.00	\$4,560.00
	ADJUST WATER VALVE	0	EA.	\$425.00	\$0.00
Total Cost					\$366,755.34

STRIPING

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	LONG LINE EPOXY PVMT. MARKING	0	GAL	\$105.00	\$0.00
	CROSSWALK BAR	0	S.F.	\$8.00	\$0.00
	STOP BAR	0	S.F.	\$0.93	\$0.00
	ARROW	0	EA.	\$120.00	\$0.00
Total Cost					\$0.00

SIGNAGE (INCLUDE POST AND ANCHOR)

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	STREET NAME SIGN WITH STOP SIGN	5	EA.	\$530.00	\$2,650.00
	GROUND SIGN	0	EA.	\$280.00	\$0.00
	TYPE III BARRICADE	0	EA.	\$2,500.00	\$0.00
	SPECIAL SIGN (SPEED LIMIT, DEAD END, MISC SIGNS)	0	EA.	\$280.00	\$0.00
Total Cost					\$2,650.00

DRAINAGE AND STORMWATER IMPROVMENTS

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	18" RCP	0	L.F.	\$64.00	\$0.00
	24" RCP	0	L.F.	\$83.00	\$0.00
	30" RCP	0	L.F.	\$100.00	\$0.00
	36" RCP	0	L.F.	\$136.00	\$0.00
	48" RCP	0	L.F.	\$200.00	\$0.00
	30" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$2,400.00	\$0.00
	36" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$3,000.00	\$0.00
	48" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$3,400.00	\$0.00
	4' MANHOLE	0	EA.	\$2,500.00	\$0.00
	5' MANHOLE	0	EA.	\$3,070.00	\$0.00
	6' MANHOLE	0	EA.	\$4,380.00	\$0.00
	5' TYPE R INLET	0	EA.	\$9,000.00	\$0.00
	10' TYPE R INLET (SPECIFIC ON 10" INCREMENT)	0	EA.	\$10,700.00	\$0.00
	15' TYPE R INLET	0	EA.	\$11,000.00	\$0.00
Total Cost					\$0.00

PUBLIC IMPROVMENTS (TOWN) SUBTOTAL \$369,405.34

CONSTRUCTION CONTINGENCY (10%) \$36,940.53
 MOBILIZATION (5%) \$18,470.27
 SURVEYING (3%) \$11,082.16
 CONSTRUCTION MANAGEMENT & TESTING (12%) \$44,328.64

PUBLIC IMPROVEMENT TOTAL \$480,226.95

SECURITY AT 110% = \$528,249.64

Trails at Crowfoot Filing 6-Preliminary Landscape Cost Estimate -Open Space Tracts

PCS Group

Opinion of Probable Cost

Date: 04.20.18

Filing 6-Tract Landscape				
Improvement	Quantity	Unit	Unit Cost	Total
Landscape Material				
Deciduous Trees (2.5" cal)	14	EA	\$ 560.00	\$ 7,840.00
Evergreen Trees (8' ht)	20	EA	\$ 690.00	\$ 13,800.00
Ornamental Trees (2" cal)	14	EA	\$ 480.00	\$ 6,720.00
Deciduous Shrubs (5 gal)	162	EA	\$ 50.00	\$ 8,100.00
Evergreen Shrubs (5 gal)	28	EA	\$ 50.00	\$ 1,400.00
Ornamental Grasses / Perennials (1 gal)	160	EA	\$ 25.00	\$ 4,000.00
Enviro turf (w/prep)	15,302	SF	\$ 1.00	\$ 15,302.00
2" Diam. Cobble Rock mulch (3" depth)	2,557	SF	\$ 1.25	\$ 3,196.25
Irrigation (Spray for native and turf areas)	15,302	SF	\$ 0.90	\$ 13,771.80
Irrigation (Drip emitters for shrub beds)	1	LS	\$ 4,500.00	\$ 4,500.00
Hardscape Material & Site Furnishings				
Steel Edger	559	LF	\$ 3.00	\$ 1,677.00
Pet Station	1	EA	\$ 600.00	\$ 600.00
Trash Receptacle	1	EA	\$ 1,200.00	\$ 1,200.00
Bench	1	EA	\$ 1,500.00	\$ 1,500.00
Playground Equipment	1	EA	\$ 15,000.00	\$ 15,000.00
Specimen Landscape Boulders	4	EA	\$ 400.00	\$ 1,600.00
5' Concrete Walk (4" depth)	864	SF	\$ 7.00	\$ 6,048.00
Concrete Thickened Edge	60	LF	\$ 45.00	\$ 2,700.00
Crusher Fines (4" depth)	2,223	SF	\$ 5.00	\$ 11,115.00
Mailbox Kiosk (16 door)	4	EA	\$ 1,400.00	\$ 5,600.00
Engineered Wood Fiber (playground-12" depth)	109	SF	\$ 3.50	\$ 381.50
ADA Playground Ramp	1	EA	\$ 1,800.00	\$ 1,800.00
Playground Drainage	1	LS	\$ 1,500.00	\$ 1,500.00
			Sub-Total	\$ 129,351.55
			15% Contingency	\$ 19,402.73
			Total	\$ 148,754.28
			110% SIA Total	\$ 163,629.71

*Temporary native seed for disturbed areas and detention areas are included in the Earthwork budget by civil engineer.

Disclaimer

TRACT - COST ESTIMATE

This opinion of probable landscape construction cost is made on the basis of the Planner / Landscape Architect's experience and qualifications and represents the best judgment as an experienced and qualified professional generally familiar with the industry. However, since the Planner / Landscape Architect does not have control over the cost of labor, materials, equipment, services furnished by others, the Contractors' methods of determining prices, competitive bidding or market conditions; the Planner / Landscape Architect cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from this estimate of probable landscape construction costs. If the OWNER wishes greater assurance as to probable construction costs, the OWNER shall employ an independent cost estimator or contractor. Prior to probationary acceptance of the Public Improvements for the Property, the Developer shall install all plant material and related irrigation facilities within all tracts as described in the landscape plans approved by the Town for the Property (the "Landscape Improvements"), subject to the warranty provisions of this Agreement. If installation of the Landscape Improvements cannot be reasonably accomplished prior to probationary acceptance of the Public Improvements for the Property, the Developer shall post a letter of credit amounting to one hundred ten percent (110%) (the "Landscape Security") of the materials cost as described and will complete the Landscape Improvements according to the landscape plans prior to final acceptance of the Public Improvements by the Town. The Town may reduce the Landscape Security, in the exercise of its sole discretion, as the Landscape Improvements are completed on a tract-by-tract basis and accepted by the Town for probationary acceptance, subject to the warranty provisions of this Agreement and Section 13.07.150(c) of the Town's Land Development Ordinance for the Landscape Improvements.

Trails at Crowfoot Filing 6-Preliminary Landscape Cost Estimate - Streetscape

PCS Group

Opinion of Probable Cost

Date: 04.20.2018

Filing 6-Streetscape Landscaping				
<u>Improvement</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
Deciduous Trees (2.5" cal)	104	EA	\$ 560.00	\$ 58,240.00
EnviroTurf (w/prep)	40,592	SF	\$ 1.00	\$ 40,592.00
Irrigation (Spray for native and turf areas)	40,592	SF	\$ 0.90	\$ 36,532.80
		Sub-Total		\$ 135,364.80
		15% Contingency		\$ 20,304.72
		Total		\$ 155,669.52
		110% SIA Total		\$ 171,236.47

*Temporary native seed for disturbed areas and detention areas are included in the Earthwork budget by civil engineer.

Disclaimer

STREETSCAPE COST ESTIMATE

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TRAILS AT CROWFOOT FILING 7 ENGINEER'S ESTIMATE OF ANTICIPATED COSTS

PROJECT:
 TRAILS AT CROWFOOT FILING 7
CLIENT:
 E5X MANAGEMENT
ESTIMATE PREPARED BY:
 CVL CONSULTANTS OF COLORADO, INC.

ACREAGE: 13.378
LOTS: 49
JOB NUMBER: 283701
PHASE: FILING 7
DATE: 3/7/2018

SANITARY SEWER

ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
	8" SEWER (PVC)	1,116	L.F.	\$48.00	\$53,568.00
	12" SEWER (PVC)	0	L.F.	\$54.00	\$0.00
	18" SEWER (PVC)	0	L.F.	\$67.00	\$0.00
	4' DIA. MANHOLE	8	EA.	\$2,850.00	\$22,800.00
	5' DIA. MANHOLE	0	EA.	\$2,850.00	\$0.00
	STANDARD CLEANOUT	0	EA.	\$300.00	\$0.00
	DROP MANHOLE	0	EA.	\$5,000.00	\$0.00
	INTERMEDIATE PLATFORM	0	EA.	\$700.00	\$0.00
	4" SEWER SERVICE	49	EA.	\$1,615.00	\$79,135.00
	20" STEEL CASING	0	L.F.	\$2,000.00	\$0.00
	CONNECTION TO EXISTING MAIN	5	EA.	\$1,900.00	\$9,500.00
					\$165,003.00

WATERLINE

ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
	6" WATERPIPE (DIP)	76	L.F.	\$20.00	\$1,520.00
	8" WATERPIPE (PVC)	1,602	L.F.	\$39.00	\$62,478.00
	12" WATERPIPE (PVC)	0	L.F.	\$57.00	\$0.00
	16" WATERPIPE (DIP)	0	L.F.	\$77.60	\$0.00
	6" GATE VALVE	3	EA.	\$1,000.00	\$3,000.00
	8" GATE VALVE	1	EA.	\$1,750.00	\$1,750.00
	12" GATE VALVE	0	EA.	\$3,000.00	\$0.00
	16" BUTTERFLY VALVE	0	EA.	\$18,000.00	\$0.00
	8" MISC. FITTINGS	11	EA.	\$460.00	\$5,060.00
	12" MISC. FITTINGS	0	EA.	\$730.00	\$0.00
	16" MISC. FITTINGS	0	EA.	\$1,500.00	\$0.00
	AIR / VACUUM VALVE	2	EA.	\$6,700.00	\$13,400.00
	8" CAP WITH BLOW OFF VALVE	0	EA.	\$2,000.00	\$0.00
	2" BLOW OFF VALVE (8" LINE-LOW POINT)	0	EA.	\$2,000.00	\$0.00
	6" BLOW OFF VALVE (16" LINE-LOW POINT)	0	EA.	\$2,500.00	\$0.00
	FIRE HYDRANT WITH 6" LEAD	3	EA.	\$5,000.00	\$15,000.00
	IRRIGATION SERVICE W/ METER(2")	0	EA.	\$2,500.00	\$0.00
	DOMESTIC WATER SERVICE W/ METER	49	EA.	\$1,400.00	\$68,600.00
	20" STEEL CASING	0	L.F.	\$2,000.00	\$0.00
	CONNECTION TO EXISTING MAIN	4	EA.	\$1,000.00	\$4,000.00
					\$174,808.00



CONTINGENCIES 20% OF CONSTRUCTION COSTS = \$67,962.20

Total Filing 7 Water/Sewer= **\$407,773.20**



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**ENGINEERS PUBLIC IMPROVEMENT COST ESTIMATE
 TRAILS AT CROWFOOT FILING 7
 3/7/2018**

ROADWAY

No.	Description	Quantity	Unit	Cost/Unit	Total Cost
	6" VERTICAL CURB & GUTTER (2' PAN)	0	L.F.	\$22.00	\$0.00
	6" VERTICAL CURB & GUTTER (1' PAN)	0	L.F.	\$22.00	\$0.00
	4" MOUNTABLE CURB & GUTTER	3,316	L.F.	\$24.00	\$79,584.00
	HOT MIX ASPHALT PAVEMENT (5" DEPTH)	5,527	S.Y.	\$23.50	\$129,876.67
	CONCRETE PAVEMENT	0	S.Y.	\$90.00	\$0.00
	AGGREGATE BASE COURSE	1,474	C.Y.	\$40.50	\$59,688.00
	SUBGRADE STABILIZATION	1,474	S.Y.	\$2.10	\$3,094.93
	ROADWAY SUBGRADE PREP (EXTEND 2' OUTSIDE CURB)	1,474	S.Y.	\$1.25	\$1,842.22
	5' DETACHED CONCRETE SIDEWALK	3,316	L.F.	\$27.00	\$89,532.00
	SIDEWALK SUBGRADE PREP (MIN 1' OUTSIDE LIMITS)	2,579	S.Y.	\$1.25	\$3,223.89
	CORNER CURB RAMP (INCLUDES SUBGRADE PREP)	0	EA.	\$2,200.00	\$0.00
	MIDBLOCK CURB RAMP (INCLUDES SUBGRADE PREP)	0	EA.	\$2,200.00	\$0.00
	CROSS PAN (INCLUDES SUBGRADE PREP)	0	S.Y.	\$103.50	\$0.00
	TRENCH DRAIN	0	L.F.	\$19.00	\$0.00
	MEDIAN COVER	0	S.Y.	\$90.00	\$0.00
	ADJUST MANHOLE	8	EA.	\$760.00	\$6,080.00
	ADJUST WATER VALVE	4	EA.	\$425.00	\$1,700.00
Total Cost					\$374,621.71

STRIPING

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	LONG LINE EPOXY PVMT. MARKING	0	GAL	\$105.00	\$0.00
	CROSSWALK BAR	0	S.F.	\$8.00	\$0.00
	STOP BAR	0	S.F.	\$0.93	\$0.00
	ARROW	0	EA.	\$120.00	\$0.00
Total Cost					\$0.00

SIGNAGE (INCLUDE POST AND ANCHOR)

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	STREET NAME SIGN WITH STOP SIGN	4	EA.	\$530.00	\$2,120.00
	GROUND SIGN	0	EA.	\$280.00	\$0.00
	TYPE III BARRICADE	0	EA.	\$2,500.00	\$0.00
	SPECIAL SIGN (SPEED LIMIT, DEAD END, MISC SIGNS)	0	EA.	\$280.00	\$0.00
Total Cost					\$2,120.00

DRAINAGE AND STORMWATER IMPROVMENTS

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	18" RCP	0	L.F.	\$64.00	\$0.00
	24" RCP	0	L.F.	\$83.00	\$0.00
	30" RCP	0	L.F.	\$100.00	\$0.00
	36" RCP	0	L.F.	\$136.00	\$0.00
	48" RCP	0	L.F.	\$200.00	\$0.00
	30" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$2,400.00	\$0.00
	36" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$3,000.00	\$0.00
	48" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$3,400.00	\$0.00
	4' MANHOLE	0	EA.	\$2,500.00	\$0.00
	5' MANHOLE	0	EA.	\$3,070.00	\$0.00
	6' MANHOLE	0	EA.	\$4,380.00	\$0.00
	5' TYPE R INLET	0	EA.	\$9,000.00	\$0.00
	10' TYPE R INLET (SPECIFIC ON 10" INCREMENT)	0	EA.	\$10,700.00	\$0.00
	15' TYPE R INLET	0	EA.	\$11,000.00	\$0.00
Total Cost					\$0.00

PUBLIC IMPROVMENTS (TOWN) SUBTOTAL \$376,741.71

CONSTRUCTION CONTINGENCY (10%) \$37,674.17
 MOBILIZATION (5%) \$18,837.09
 SURVEYING (3%) \$11,302.25
 CONSTRUCTION MANAGEMENT & TESTING (12%) \$45,209.01

PUBLIC IMPROVEMENT TOTAL \$489,764.22

SECURITY AT 110% = \$538,740.65

Trails at Crowfoot Filing 7-Preliminary Landscape Cost Estimate Tract

PCS Group

Opinion of Probable Cost

Date: 04.20.18

Filing 7-Tract Landscape				
<u>Improvement</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
Landscape Material				
Evergreen Trees (8' ht)	9	EA	\$ 690.00	\$ 6,210.00
Ornamental Trees (2" cal)	6	EA	\$ 480.00	\$ 2,880.00
Deciduous Shrubs (5 gal)	5	EA	\$ 50.00	\$ 250.00
Evergreen Shrubs (5 gal)	30	EA	\$ 50.00	\$ 1,500.00
Ornamental Grasses (1 gal)	23	EA	\$ 25.00	\$ 575.00
Enviro turf (w/prep)	1,988	SF	\$ 1.00	\$ 1,988.00
2" Diam. Cobble Rock mulch (3" depth)	796	SF	\$ 1.25	\$ 995.00
Irrigation (Spray for native and turf areas)	1,988	SF	\$ 0.90	\$ 1,789.20
Irrigation (Drip emitters for shrub beds)	1	LS	\$ 2,000.00	\$ 2,000.00
Hardscape Material & Site Furnishings				
Concrete Walk (4" depth)	938	SF	\$ 7.00	\$ 6,566.00
Crusher Fines (4" depth)	1,508	SF	\$ 6.00	\$ 9,048.00
Steel Edger	39	LF	\$ 3.00	\$ 117.00
Pet Station	1	EA	\$ 600.00	\$ 600.00
Trash Receptacle	1	EA	\$ 1,200.00	\$ 1,200.00
Bench	1	EA	\$ 1,500.00	\$ 1,500.00
			Sub-Total	\$ 37,218.20
			15% Contingency	\$ 5,582.73
			Total	\$ 42,800.93
			110% SIA Total	\$ 47,081.02

*Temporary irrigated native seed for disturbed areas and detention areas are included in the Earthwork budget by civil engineer.

Disclaimer

TRACT COST ESTIMATE

This opinion of probable landscape construction cost is made on the basis of the Planner / Landscape Architect's experience and qualifications and represents the best judgment as an experienced and qualified professional generally familiar with the industry. However, since the Planner / Landscape Architect does not have control over the cost of labor, materials, equipment, services furnished by others, the Contractors' methods of determining prices, competitive bidding or market conditions; the Planner / Landscape Architect cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from this estimate of probable landscape construction costs. If the OWNER wishes greater assurance as to probable construction costs, the OWNER shall employ an independent cost estimator or contractor. Prior to probationary acceptance of the Public Improvements for the Property, the Developer shall install all plant material and related irrigation facilities within all tracts as described in the landscape plans approved by the Town for the Property (the "Landscape Improvements"), subject to the warranty provisions of this Agreement. If installation of the Landscape Improvements cannot be reasonably accomplished prior to probationary acceptance of the Public Improvements for the Property, the Developer shall post a letter of credit amounting to one hundred ten percent (110%) (the "Landscape Security") of the materials cost as described and will complete the Landscape Improvements according to the landscape plans prior to final acceptance of the Public Improvements by the Town. The Town may reduce the Landscape Security, in the exercise of its sole discretion, as the Landscape Improvements are completed on a tract-by-tract basis and accepted by the Town for probationary acceptance, subject to the warranty provisions of this Agreement and Section 13.07.150(c) of the Town's Land Development Ordinance for the Landscape Improvements.

Trails at Crowfoot Filing 7-Preliminary Landscape Cost Estimate Streetscape

PCS Group

Opinion of Probable Cost

Date: 04.20.2018

Filing 7-Streetscape Landscape

<u>Improvement</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
Landscape Material				
Deciduous Trees (2.5" cal)	85	EA	\$ 560.00	\$ 47,600.00
2" Diam. Cobble Rock mulch (3" depth)	240	SF	\$ 1.25	\$ 300.00
EnviroTurf (w/prep)	35,525	SF	\$ 1.00	\$ 35,525.00
Irrigation (Spray for native and turf areas)	35,525	SF	\$ 0.90	\$ 31,972.50
Hardscape Material & Site Furnishings				
Steel Edger	16	LF	\$ 3.00	\$ 48.00
Mailbox kiosk (16 doors)	4	EA	\$ 1,400.00	\$ 5,600.00
		Sub-Total		\$ 121,045.50
		15% Contingency		\$ 18,156.83
		Total		\$ 139,202.33
		110% SIA Total		\$ 153,122.56

*Temporary native seed for disturbed areas and detention areas are included in the Earthwork budget by civil engineer.

Disclaimer

STREETSCAPE COST ESTIMATE

This opinion of probable landscape construction cost is made on the basis of the Planner / Landscape Architect's experience and qualifications and represents the best judgment as an experienced and qualified professional generally familiar with the industry. However, since the Planner / Landscape Architect does not have control over the cost of labor, materials, equipment, services furnished by others, the Contractors' methods of determining prices, competitive bidding or market conditions; the Planner / Landscape Architect cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from this estimate of probable landscape construction costs. If the OWNER wishes greater assurance as to probable construction costs, the OWNER shall employ an independent cost estimator or contractor. Prior to probationary acceptance of the Public Improvements for the Property, the Developer shall install all plant material and related irrigation facilities within all tracts as described in the landscape plans approved by the Town for the Property (the "Landscape Improvements"), subject to the warranty provisions of this Agreement. If installation of the Landscape Improvements cannot be reasonably accomplished prior to probationary acceptance of the Public Improvements for the Property, the Developer shall post a letter of credit amounting to one hundred ten percent (110%) (the "Landscape Security") of the materials cost as described and will complete the Landscape Improvements according to the landscape plans prior to final acceptance of the Public Improvements by the Town. The Town may reduce the Landscape Security, in the exercise of its sole discretion, as the Landscape Improvements are completed on a tract-by-tract basis and accepted by the Town for probationary acceptance, subject to the warranty provisions of this Agreement and Section 13.07.150(c) of the Town's Land Development Ordinance for the Landscape Improvements.



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Suite 240
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TRAILS AT CROWFOOT FILING 8 ENGINEER'S ESTIMATE OF ANTICIPATED COSTS

PROJECT:	TRAILS AT CROWFOOT FILING 8	ACREAGE:	10.688
CLIENT:	E5X MANAGEMENT	LOTS:	31
ESTIMATE PREPARED BY:	CVL CONSULTANTS OF COLORADO, INC.	JOB NUMBER:	283701
		PHASE:	FILING 8
		DATE:	3/7/2018

SANITARY SEWER

ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
	8" SEWER (PVC)	340	L.F.	\$48.00	\$16,320.00
	4' DIA. MANHOLE	2	EA.	\$2,850.00	\$5,700.00
	INTERMEDIATE PLATFORM	0	EA.	\$700.00	\$0.00
	*4" SEWER SERVICE	31	EA.	\$1,615.00	\$50,065.00
	CONNECTION TO EXISTING MAIN	1	EA.	\$1,900.00	\$1,900.00
					\$73,985.00

WATERLINE

ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
	6" WATERPIPE (DIP)	16	L.F.	\$20.00	\$320.00
	8" WATERPIPE (PVC)	310	L.F.	\$39.00	\$12,090.00
	6" GATE VALVE	1	EA.	\$1,000.00	\$1,000.00
	8" GATE VALVE	0	EA.	\$1,750.00	\$0.00
	8" MISC. FITTINGS	2	EA.	\$460.00	\$920.00
	AIR / VACUUM VALVE	1	EA.	\$6,700.00	\$6,700.00
	2" BLOW OFF VALVE (8" LINE-LOW POINT)	0	EA.	\$2,000.00	\$0.00
	FIRE HYDRANTS WITH 6" LEAD	1	EA.	\$5,000.00	\$5,000.00
	IRRIGATION SERVICE W/ METER(2")	0	EA.	\$2,500.00	\$0.00
	*DOMESTIC WATER SERVICE W/ METER	31	EA.	\$1,400.00	\$43,400.00
	CONNECTION TO EXISTING MAIN	1	EA.	\$1,000.00	\$1,000.00
					\$70,430.00

CONTINGENCIES 20% OF CONSTRUCTION COSTS = **\$28,883.00**

Total Filing 8 Water/Sewer= **\$173,298.00**

Note: * 22 services are being installed with Filing 1 Parker Water and Sanitation Construction Plans and 9 are being installed with Filing 8 Parker Water and Sanitation Construction Plans.





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**ENGINEERS PUBLIC IMPROVEMENT COST ESTIMATE
 TRAILS AT CROWFOOT FILING 8
 3/7/2018**

ROADWAY

No.	Description	Quantity	Unit	Cost/Unit	Total Cost
	6" VERTICAL CURB & GUTTER (2' PAN)	0	L.F.	\$22.00	\$0.00
	6" VERTICAL CURB & GUTTER (1' PAN)	0	L.F.	\$22.00	\$0.00
	4" MOUNTABLE CURB & GUTTER	744	L.F.	\$24.00	\$17,856.00
	HOT MIX ASPHALT PAVEMENT (5" DEPTH)	1,502	S.Y.	\$23.50	\$35,298.65
	CONCRETE PAVEMENT	0	S.Y.	\$90.00	\$0.00
	AGGREGATE BASE COURSE	406	C.Y.	\$40.50	\$16,447.53
	SUBGRADE STABILIZATION	406	S.Y.	\$2.10	\$852.84
	ROADWAY SUBGRADE PREP (EXTEND 2' OUTSIDE CURB)	406	S.Y.	\$1.25	\$507.64
	5' DETACHED CONCRETE SIDEWALK	764	L.F.	\$27.00	\$20,628.00
	SIDEWALK SUBGRADE PREP (MIN 1' OUTSIDE LIMITS)	594	S.Y.	\$1.25	\$742.78
	CORNER CURB RAMP (INCLUDES SUBGRADE PREP)	0	EA.	\$2,200.00	\$0.00
	MIDBLOCK CURB RAMP (INCLUDES SUBGRADE PREP)	0	EA.	\$2,200.00	\$0.00
	CROSS PAN (INCLUDES SUBGRADE PREP)	0	S.Y.	\$103.50	\$0.00
	TRENCH DRAIN	0	L.F.	\$19.00	\$0.00
	MEDIAN COVER	0	S.Y.	\$90.00	\$0.00
	ADJUST MANHOLE	2	EA.	\$760.00	\$1,520.00
	ADJUST WATER VALVE	1	EA.	\$425.00	\$425.00
Total Cost					\$94,278.44

STRIPING

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	LONG LINE EPOXY PVMT. MARKING	0	GAL	\$105.00	\$0.00
	CROSSWALK BAR	0	S.F.	\$8.00	\$0.00
	STOP BAR	0	S.F.	\$0.93	\$0.00
	ARROW	0	EA.	\$120.00	\$0.00
Total Cost					\$0.00

SIGNAGE (INCLUDE POST AND ANCHOR)

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	STREET NAME SIGN WITH STOP SIGN	1	EA.	\$530.00	\$530.00
	GROUND SIGN	0	EA.	\$280.00	\$0.00
	TYPE III BARRICADE	0	EA.	\$2,500.00	\$0.00
	SPECIAL SIGN (SPEED LIMIT, DEAD END, MISC SIGNS)	1	EA.	\$280.00	\$280.00
Total Cost					\$810.00

DRAINAGE AND STORMWATER IMPROVEMENTS

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	18" RCP	0	L.F.	\$64.00	\$0.00
	24" RCP	0	L.F.	\$83.00	\$0.00
	30" RCP	0	L.F.	\$100.00	\$0.00
	36" RCP	0	L.F.	\$136.00	\$0.00
	48" RCP	0	L.F.	\$200.00	\$0.00
	30" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$2,400.00	\$0.00
	36" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$3,000.00	\$0.00
	48" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$3,400.00	\$0.00
	4' MANHOLE	0	EA.	\$2,500.00	\$0.00
	5' MANHOLE	0	EA.	\$3,070.00	\$0.00
	6' MANHOLE	0	EA.	\$4,380.00	\$0.00
	5' TYPE R INLET	0	EA.	\$9,000.00	\$0.00
	10' TYPE R INLET (SPECIFIC ON 10" INCREMENT)	0	EA.	\$10,700.00	\$0.00
	15' TYPE R INLET	0	EA.	\$11,000.00	\$0.00
Total Cost					\$0.00

PUBLIC IMPROVMENTS (TOWN) SUBTOTAL \$95,088.44

CONSTRUCTION CONTINGENCY (10%) \$9,508.84
 MOBILIZATION (5%) \$4,754.42
 SURVEYING (3%) \$2,852.65
 CONSTRUCTION MANAGEMENT & TESTING (12%) \$11,410.61

PUBLIC IMPROVEMENT TOTAL \$123,614.97

SECURITY AT 110% = \$135,976.47

Trails at Crowfoot Filing 8-Preliminary Landscape Cost Estimate Streetscape

PCS Group

Opinion of Probable Cost

Date: 04.20.2018

Filing 8-Streetscape Landscaping

<u>Improvement</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
Landscape Material				
Deciduous Trees (2.5" cal)	65	EA	\$ 560.00	\$ 36,400.00
2" Diam. Cobble Rock mulch (3" depth)	1,648	SF	\$ 1.25	\$ 2,060.00
Landscape Boulders (2'-3')	8	EA	\$ 400.00	\$ 3,200.00
EnviroTurf (w/prep)	24,163	SF	\$ 1.00	\$ 24,163.00
Irrigation (Spray for native and turf areas)	24,163	SF	\$ 0.90	\$ 21,746.70
Hardscape Material & Site Furnishings				
Steel Edger	48	LF	\$ 3.00	\$ 144.00
Mailbox kiosk (16 doors)	2	EA	\$ 1,400.00	\$ 2,800.00
			Sub-Total	\$ 90,513.70
			15% Contingency	\$ 13,577.06
			Total	\$ 104,090.76
			110% SIA Total	\$ 114,499.83

*Temporary native seed for disturbed areas and detention areas are included in the Earthwork budget by civil engineer.

Disclaimer

STREETSCAPE COST ESTIMATE

This opinion of probable landscape construction cost is made on the basis of the Planner / Landscape Architect's experience and qualifications and represents the best judgment as an experienced and qualified professional generally familiar with the industry. However, since the Planner / Landscape Architect does not have control over the cost of labor, materials, equipment, services furnished by others, the Contractors' methods of determining prices, competitive bidding or market conditions; the Planner / Landscape Architect cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from this estimate of probable landscape construction costs. If the OWNER wishes greater assurance as to probable construction costs, the OWNER shall employ an independent cost estimator or contractor. Prior to probationary acceptance of the Public Improvements for the Property, the Developer shall install all plant material and related irrigation facilities within all tracts as described in the landscape plans approved by the Town for the Property (the "Landscape Improvements"), subject to the warranty provisions of this Agreement. If installation of the Landscape Improvements cannot be reasonably accomplished prior to probationary acceptance of the Public Improvements for the Property, the Developer shall post a letter of credit amounting to one hundred ten percent (110%) (the "Landscape Security") of the materials cost as described and will complete the Landscape Improvements according to the landscape plans prior to final acceptance of the Public Improvements by the Town. The Town may reduce the Landscape Security, in the exercise of its sole discretion, as the Landscape Improvements are completed on a tract-by-tract basis and accepted by the Town for probationary acceptance, subject to the warranty provisions of this Agreement and Section 13.07.150(c) of the Town's Land Development Ordinance for the Landscape Improvements.



CVL Consultants of Colorado, Inc.
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TRAILS AT CROWFOOT FILING 9 ENGINEER'S ESTIMATE OF ANTICIPATED COSTS

PROJECT:	ACREAGE:	152.368
TRAILS AT CROWFOOT FILING 9	LOTS:	0
CLIENT:	JOB NUMBER:	283701
E5X MANAGEMENT	PHASE:	FILING 9
ESTIMATE PREPARED BY:	DATE:	2/26/2018
CVL CONSULTANTS OF COLORADO, INC.		

SANITARY SEWER

ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
	8" SEWER (PVC)	1,142	L.F.	\$48.00	\$54,816.00
	12" SEWER (PVC)	0	L.F.	\$54.00	\$0.00
	18" SEWER (PVC)	0	L.F.	\$67.00	\$0.00
	4' DIA. MANHOLE	9	EA.	\$2,850.00	\$25,650.00
	5' DIA. MANHOLE	0	EA.	\$2,850.00	\$0.00
	STANDARD CLEANOUT	0	EA.	\$300.00	\$0.00
	DROP MANHOLE	0	EA.	\$5,000.00	\$0.00
	INTERMEDIATE PLATFORM	0	EA.	\$700.00	\$0.00
	4" SEWER SERVICE	0	EA.	\$1,615.00	\$0.00
	20" STEEL CASING	0	L.F.	\$2,000.00	\$0.00
	CONNECTION TO EXISTING MAIN	1	EA.	\$1,900.00	\$1,900.00
					\$82,366.00

WATERLINE

ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
	6" WATERPIPE (DIP)	211	L.F.	\$20.00	\$4,220.00
	8" WATERPIPE (PVC)	4,079	L.F.	\$39.00	\$159,081.00
	12" WATERPIPE (PVC)	1,081	L.F.	\$57.00	\$61,617.00
	16" WATERPIPE (DIP)	0	L.F.	\$77.60	\$0.00
	6" GATE VALVE	9	EA.	\$1,000.00	\$9,000.00
	8" GATE VALVE	25	EA.	\$1,750.00	\$43,750.00
	12" GATE VALVE	3	EA.	\$3,000.00	\$9,000.00
	16" BUTTERFLY VALVE	0	EA.	\$18,000.00	\$0.00
	8" MISC. FITTINGS	16	EA.	\$460.00	\$7,360.00
	12" MISC. FITTINGS	6	EA.	\$730.00	\$4,380.00
	16" MISC. FITTINGS	0	EA.	\$1,500.00	\$0.00
	AIR / VACUUM VALVE	2	EA.	\$6,700.00	\$13,400.00
	8" CAP WITH BLOW OFF	11	EA.	\$2,000.00	\$22,000.00
	2" BLOW OFF VALVE (8" LINE-LOW POINT)	1	EA.	\$2,000.00	\$2,000.00
	6" BLOW OFF VALVE (16" LINE-LOW POINT)	0	EA.	\$2,500.00	\$0.00
	FIRE HYDRANTS WITH 6" LEAD	9	EA.	\$5,000.00	\$45,000.00
	IRRIGATION SERVICE W/ METER(2")	2	EA.	\$2,500.00	\$5,000.00
	DOMESTIC WATER SERVICE W/ METER	0	EA.	\$1,400.00	\$0.00
	20" STEEL CASING	0	L.F.	\$2,000.00	\$0.00
	CONNECTION TO EXISTING MAIN	5	EA.	\$1,000.00	\$5,000.00
					\$390,808.00

CONTINGENCIES 20% OF CONSTRUCTION COSTS = **\$94,634.80**

Total Filing 9 Water/Sewer= **\$567,808.80**





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**ENGINEERS PUBLIC IMPROVEMENT COST ESTIMATE
 TRAILS AT CROWFOOT FILING 9
 2/26/2018**

EARTHWORK

No.	Description	Quantity	Unit	UNIT COST	Total Cost
	OVERLOT GRADING	535,000	C.Y.	\$3.00	\$1,605,000.00
	IMPORT/EXPORT	0	C.Y.	\$6.00	\$0.00
	TOP SOIL	65,140	C.Y.	\$1.75	\$113,995.00
Total Cost					\$1,718,995.00

ROADWAY

No.	Description	Quantity	Unit	Cost/Unit	Total Cost
	6" VERTICAL CURB & GUTTER (2' PAN)	11,680	L.F.	\$22.00	\$256,960.00
	6" VERTICAL CURB & GUTTER (1' PAN)	6,142	L.F.	\$22.00	\$135,124.00
	4" MOUNTABLE CURB & GUTTER	4,396	L.F.	\$24.00	\$105,504.00
	HOT MIX ASPHALT PAVEMENT (5' DEPTH)	32,292	S.Y.	\$23.50	\$758,856.78
	CONCRETE PAVEMENT	0	S.Y.	\$90.00	\$0.00
	AGGRIGATE BASE COURSE	6,213	C.Y.	\$40.50	\$251,627.25
	SUBGRADE STABILIZATION	37,278	S.Y.	\$2.10	\$78,284.03
	ROADWAY SUBGRADE PREP (EXTEND 2' OUTSIDE CURB)	37,278	S.Y.	\$1.25	\$46,597.64
	5' DETACHED CONCRETE SIDEWALK	16,076	L.F.	\$27.00	\$434,052.00
	SIDEWALK SUBGRADE PREP (MIN 1' OUTSIDE LIMITS)	12,504	S.Y.	\$1.25	\$15,629.44
	CORNER CURB RAMP (INCLUDES SUBGRADE PREP)	47	EA.	\$2,200.00	\$103,400.00
	MIDBLOCK CURB RAMP (INCLUDES SUBGRADE PREP)	7	EA.	\$2,200.00	\$15,400.00
	CROSS PAN (INCLUDES SUBGRADE PREP)	200	S.Y.	\$103.50	\$20,700.00
	TRENCH DRAIN	5,542	L.F.	\$19.00	\$105,298.00
	MEDIAN COVER	1,363	S.Y.	\$90.00	\$122,670.00
	ADJUST MANHOLE	51	EA.	\$760.00	\$38,760.00
	ADJUST WATER VALVE	44	EA.	\$425.00	\$18,700.00
Total Cost					\$2,507,563.14

CONCRETE TRAILS

No.	Description	Quantity	Unit	Cost/Unit	Total Cost
	10' REGIONAL TRAIL	3,211	L.F.	\$45.00	\$144,495.00
	SIDEWALK SUBGRADE PREP (MIN 1' OUTSIDE LIMITS)	4,281	S.Y.	\$9.80	\$41,957.07
Total Cost					\$186,452.07

STRIPING

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	LONG LINE EPOXY PVMT. MARKING	57	GAL	\$105.00	\$5,950.00
	CROSSWALK BAR	3,800	S.F.	\$8.00	\$30,400.00
	STOP BAR	0	S.F.	\$0.93	\$0.00
	ARROW	8	EA.	\$120.00	\$960.00
Total Cost					\$37,310.00

SIGNAGE (INCLUDE POST AND ANCHOR)

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	STREET NAME SIGN	8	EA.	\$530.00	\$4,240.00
	GROUND SIGN	0	EA.	\$280.00	\$0.00
	TYPE III BARRICADE	1	EA.	\$2,500.00	\$2,500.00
	SPECIAL SIGN (SPEED LIMIT, DEAD END, MISC SIGNS)	4	EA.	\$280.00	\$1,120.00
Total Cost					\$7,860.00

DRAINAGE AND STORMWATER IMPROVMENTS

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	18" RCP	1,832	L.F.	\$64.00	\$117,248.00
	24" RCP	2,889	L.F.	\$83.00	\$239,787.00
	30" RCP	319	L.F.	\$100.00	\$31,900.00
	36" RCP	2,722	L.F.	\$136.00	\$370,192.00
	48" RCP	72	L.F.	\$200.00	\$14,400.00
	24" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$2,400.00	\$0.00
	36" FES WITH CONCRETE CUTOFF WALL	2	EA.	\$3,000.00	\$6,000.00
	48" FES WITH CONCRETE CUTOFF WALL	2	EA.	\$3,400.00	\$6,800.00
	4' MANHOLE	29	EA.	\$2,500.00	\$72,500.00
	5' MANHOLE	25	EA.	\$3,070.00	\$76,750.00
	5' TYPE R INLET	0	EA.	\$9,000.00	\$0.00
	10' TYPE R INLET (SPECIFIC ON 10" INCREMENT)	13	EA.	\$10,700.00	\$139,100.00
	15' TYPE R INLET	14	EA.	\$11,000.00	\$154,000.00
	TYPE C AREA INLET	2	EA.	\$7,500.00	\$15,000.00
	OUTLET STRUCTURE WITH MICROPOOL (POND C)	1	L.S.	\$75,000.00	\$75,000.00
	TRICKLE CHANNEL (4' STANDARD WIDTH WITH 6" VERICAL CURBS)	693	L.F.	\$130.00	\$90,090.00
	FOREBAY	2	EA.	\$34,000.00	\$68,000.00
	ACCESS PATH	1	L.S.	\$11,400.00	\$11,400.00
	RIPRAP	110	C.Y.	\$150.00	\$16,500.00

Total Cost **\$1,504,667.00**

PUBLIC IMPROVMENTS (TOWN) SUBTOTAL **\$5,962,847.21**

CONSTRUCTION CONTINGENCY (10%) \$596,284.72

MOBILIZATION (5%) \$298,142.36

SURVEYING (3%) \$178,885.42

CONSTRUCTION MANAGEMENT & TESTING (12%) \$715,541.67

PUBLIC IMPROVEMENT TOTAL **\$7,751,701.37**

SECURITY AT 110% = **\$8,526,871.51**

Trails at Crowfoot JDA Filing 9- Preliminary Landscape Cost Estimate-Open Space

PCS Group

Opinion of Probable Cost

Date: 4.2.2018

Filing 9-Open Space				
Landscape Tracts East of Bayour Gulch Rd.				
<u>Improvement</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
Deciduous Trees	10	EA	\$ 560.00	\$ 5,600.00
Evergreen Trees	43	EA	\$ 690.00	\$ 29,670.00
Ornamental Trees	14	EA	\$ 480.00	\$ 6,720.00
Deciduous Shrubs (5 gal)	166	EA	\$ 50.00	\$ 8,300.00
Evergreen Shrubs (5 gal)	130	EA	\$ 50.00	\$ 6,500.00
Ornamental Grasses	544	EA	\$ 25.00	\$ 13,600.00
Perennials	53	EA	\$ 15.00	\$ 795.00
Native Seed - <i>Permenantly irrigated (w/prep)</i>	66,856	SF	\$ 0.75	\$ 50,142.00
Enviro-Turf (<i>w/prep</i>)	4,438	SF	\$ 1.00	\$ 4,438.00
Cobble rock mulch	15,102	SF	\$ 1.25	\$ 18,877.50
Steel Edger	2,466	LF	\$ 50.00	\$ 123,300.00
Landscape Boulders	22	EA	\$ 400.00	\$ 8,800.00
Irrigation (<i>Spray for native and turf areas</i>)	71,294	SF	\$ 0.90	\$ 64,164.60
Irrigation (<i>Drip emitters for shrub beds</i>)	1	LS	\$ 15,000.00	\$ 15,000.00
Open Rail Cross Buck Fence	9,044	LF	\$ 25.00	\$ 226,100.00
			Sub-Total	\$ 576,407.10
			15% Contingency	\$ 86,461.07
			Total	\$ 662,868.17
			110% SIA Total	\$ 729,154.98

*The control system and POC components for irrigation are figured into the sq.ft. price

**Temporary native seed for disturbed areas and detention areas are included in the Earthwork budget by civil engineer.

***All streetscape and Median Lighting is included in Engineer's cost estimate.

Disclaimer

OPEN SPACE COST ESTIMATE

This opinion of probable landscape construction cost is made on the basis of the Planner / Landscape Architect's experience and qualifications and represents the best judgment as an experienced and qualified professional generally familiar with the industry. However, since the Planner / Landscape Architect does not have control over the cost of labor, materials, equipment, services furnished by others, the Contractors' methods of determining prices, competitive bidding or market conditions; the Planner / Landscape Architect cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from this estimate of probably landscape construction costs. If the OWNER wishes greater assurance as to probable construction costs, the OWNER shall employ an independent cost estimator or contractor. Prior to probationary acceptance of the Public Improvements for the Property, the Developer shall install all plant material and related irrigation facilities within all tracts as described in the landscape plans approved by the Town for the Property (the "Landscape Improvements"), subject to the warranty provisions of this Agreement. If installation of the Landscape Improvements cannot be reasonably accomplished prior to probationary acceptance of the Public Improvements for the Property, the Developer shall post a letter of credit amounting to one hundred ten percent (110%) (the "Landscape Security") of the materials cost as described and will complete the Landscape Improvements according to the landscape plans prior to final acceptance of the Public Improvements by the Town. The Town may reduce the Landscape Security, in the exercise of its sole discretion, as the Landscape Improvements are completed on a tract-by-tract basis and accepted by the Town for probationary acceptance, subject to the warranty provisions of this Agreement and Section 13.07.150(c) of the Town's Land Development Ordinance for the Landscape Improvements.

Trails at Crowfoot JDA Filing 9- Preliminary Landscape Cost Estimate-Streetscape

PCS Group

Opinion of Probable Cost

Date: 4.6.2018

Filing 9- Streetscape & Medians				
North Pinery Parkway East/Scarlet Sage Ave/Alpine Phlox st.				
Improvement	Quantity	Unit	Unit Cost	Total
Deciduous Trees (2.5" cal)	264	EA	\$ 560.00	\$ 147,840.00
Ornamental Trees (2" cal)	18	EA	\$ 480.00	\$ 8,640.00
Deciduous Shrubs (5 gal)	158	EA	\$ 50.00	\$ 7,900.00
Evergreen Shrubs (5 gal)	295	EA	\$ 50.00	\$ 14,750.00
Ornamental Grasses	261	EA	\$ 25.00	\$ 6,525.00
Cobble rock mulch (1.5" Gray, 4" Depth)	19,337	SF	\$ 1.25	\$ 24,171.25
Native Seed - <i>Permanantly irrigated (w/prep)</i>	322	SF	\$ 0.75	\$ 241.50
Enviro-Turf (<i>w/prep</i>)	91,030	SF	\$ 1.00	\$ 91,030.00
Steel Edger	555	LF	\$ 3.00	\$ 1,665.00
Landscape Boulders	65	EA	\$ 400.00	\$ 26,000.00
Irrigation (<i>Spray for native and turf areas</i>)	91,352	SF	\$ 0.90	\$ 82,216.80
Irrigation (<i>Drip emitters for shrub beds</i>)	1	LS	\$ 20,000.00	\$ 20,000.00
			Sub-Total	\$ 430,979.55
			15% Contingency	\$ 64,646.93
			Total	\$ 495,626.48
			110% SIA Total	\$ 545,189.13

*The control system and POC components for irrigation are figured into the sq.ft. price

**Temporary native seed for disturbed areas and detention areas are included in the Earthwork budget by civil engineer.

***All streetscape and Median Lighting is included in Engineer's cost estimate.

Disclaimer

STREETSCAPE

This opinion of probable landscape construction cost is made on the basis of the Planner / Landscape Architect's experience and qualifications and represents the best judgment as an experienced and qualified professional generally familiar with the industry. However, since the Planner / Landscape Architect does not have control over the cost of labor, materials, equipment, services furnished by others, the Contractors' methods of determining prices, competitive bidding or market conditions; the Planner / Landscape Architect cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from this estimate of probable landscape construction costs. If the OWNER wishes greater assurance as to probable construction costs, the OWNER shall employ an independent cost estimator or contractor. Prior to probationary acceptance of the Public Improvements for the Property, the Developer shall install all plant material and related irrigation facilities within all tracts as described in the landscape plans approved by the Town for the Property (the "Landscape Improvements"), subject to the warranty provisions of this Agreement. If installation of the Landscape Improvements cannot be reasonably accomplished prior to probationary acceptance of the Public Improvements for the Property, the Developer shall post a letter of credit amounting to one hundred ten percent (110%) (the "Landscape Security") of the materials cost as described and will complete the Landscape Improvements according to the landscape plans prior to final acceptance of the Public Improvements by the Town. The Town may reduce the Landscape Security, in the exercise of its sole discretion, as the Landscape Improvements are completed on a tract-by-tract basis and accepted by the Town for probationary acceptance, subject to the warranty provisions of this Agreement and Section 13.07.150(c) of the Town's Land Development Ordinance for the Landscape Improvements.



CVL Consultants of Colorado, Inc.

10333 E. Dry Creek Rd

Suite 240

Englewood, Colorado 80112

720.482.9526 Fax 720.482.9546

TRAILS AT CROWFOOT FILING 10 ENGINEER'S ESTIMATE OF ANTICIPATED COSTS

PROJECT: TRAILS AT CROWFOOT FILING 10
CLIENT: E5X MANAGEMENT
ESTIMATE PREPARED BY: CVL CONSULTANTS OF COLORADO, INC.

ACREAGE: 29.024
LOTS: 129
JOB NUMBER: 283701
PHASE: FILING 10
DATE: 3/13/2018

SANITARY SEWER

ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
	8" SEWER (PVC)	3,729	L.F.	\$48.00	\$178,992.00
	12" SEWER (PVC)	0	L.F.	\$54.00	\$0.00
	18" SEWER (PVC)	0	L.F.	\$67.00	\$0.00
	4' DIA. MANHOLE	28	EA.	\$2,850.00	\$79,800.00
	5' DIA. MANHOLE	0	EA.	\$2,850.00	\$0.00
	STANDARD CLEANOUT	0	EA.	\$300.00	\$0.00
	DROP MANHOLE	0	EA.	\$5,000.00	\$0.00
	INTERMEDIATE PLATFORM	0	EA.	\$700.00	\$0.00
	4" SEWER SERVICE	129	EA.	\$1,615.00	\$208,335.00
	20" STEEL CASING	0	L.F.	\$2,000.00	\$0.00
	CONNECTION TO EXISTING MAIN	4	EA.	\$1,900.00	\$7,600.00
					\$474,727.00

WATERLINE

ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
	6" WATERPIPE (DIP)	165	L.F.	\$20.00	\$3,300.00
	8" WATERPIPE (PVC)	4,491	L.F.	\$39.00	\$175,149.00
	12" WATERPIPE (PVC)	0	L.F.	\$57.00	\$0.00
	16" WATERPIPE (DIP)	0	L.F.	\$77.60	\$0.00
	6" GATE VALVE	8	EA.	\$1,000.00	\$8,000.00
	8" GATE VALVE	17	EA.	\$1,750.00	\$29,750.00
	12" GATE VALVE	0	EA.	\$3,000.00	\$0.00
	16" BUTTERFLY VALVE	0	EA.	\$18,000.00	\$0.00
	8" MISC. FITTINGS	47	EA.	\$460.00	\$21,620.00
	12" MISC. FITTINGS	0	EA.	\$730.00	\$0.00
	16" MISC. FITTINGS	0	EA.	\$1,500.00	\$0.00
	AIR / VACUUM VALVE	3	EA.	\$6,700.00	\$20,100.00
	8" CAP WITH BLOW OFF VALVE	0	EA.	\$2,000.00	\$0.00
	2" BLOW OFF VALVE (8" LINE-LOW POINT)	0	EA.	\$2,000.00	\$0.00
	6" BLOW OFF VALVE (16" LINE-LOW POINT)	0	EA.	\$2,500.00	\$0.00
	FIRE HYDRANT WITH 6" LEAD	8	EA.	\$5,000.00	\$40,000.00
	IRRIGATION SERVICE W/ METER(2")	0	EA.	\$2,500.00	\$0.00
	DOMESTIC WATER SERVICE W/ METER	129	EA.	\$1,400.00	\$180,600.00
	20" STEEL CASING	0	L.F.	\$2,000.00	\$0.00
	CONNECTION TO EXISTING MAIN	6	EA.	\$1,000.00	\$6,000.00
					\$484,519.00



CONTINGENCIES 20% OF CONSTRUCTION COSTS = \$191,849.20

Total Filing 10 Water/Sewer= **\$1,151,095.20**



CVL Consultants of Colorado, Inc.
 10333 E. Dry Creek Rd
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**ENGINEERS PUBLIC IMPROVEMENT COST ESTIMATE
 TRAILS AT CROWFOOT FILING 10
 3/13/2018**

ROADWAY

No.	Description	Quantity	Unit	Cost/Unit	Total Cost
	6" VERTICAL CURB & GUTTER (2' PAN)	0	L.F.	\$22.00	\$0.00
	6" VERTICAL CURB & GUTTER (1' PAN)	0	L.F.	\$22.00	\$0.00
	4" MOUNTABLE CURB & GUTTER	11,468	L.F.	\$24.00	\$275,232.00
	HOT MIX ASPHALT PAVEMENT (5" DEPTH)	18,161	S.Y.	\$23.50	\$426,786.11
	CONCRETE PAVEMENT	0	S.Y.	\$90.00	\$0.00
	AGGRIGATE BASE COURSE	4,885	C.Y.	\$40.50	\$197,854.00
	SUBGRADE STABILIZATION	4,885	S.Y.	\$2.10	\$10,259.10
	ROADWAY SUBGRADE PREP (EXTEND 2' OUTSIDE CURB)	4,885	S.Y.	\$1.25	\$6,106.60
	5' DETACHED CONCRETE SIDEWALK	11,468	L.F.	\$27.00	\$309,636.00
	SIDEWALK SUBGRADE PREP (MIN 1' OUTSIDE LIMITS)	8,920	S.Y.	\$1.25	\$11,149.44
	CORNER CURB RAMP (INCLUDES SUBGRADE PREP)	18	EA.	\$2,200.00	\$39,600.00
	MIDBLOCK CURB RAMP (INCLUDES SUBGRADE PREP)	7	EA.	\$2,200.00	\$15,400.00
	CROSS PAN (INCLUDES SUBGRADE PREP)	350	S.Y.	\$103.50	\$36,225.00
	TRENCH DRAIN	0	L.F.	\$19.00	\$0.00
	MEDIAN COVER	0	S.Y.	\$90.00	\$0.00
	ADJUST MANHOLE	34	EA.	\$760.00	\$25,840.00
	ADJUST WATER VALVE	25	EA.	\$425.00	\$10,625.00
Total Cost					\$1,364,713.26

STRIPING

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	LONG LINE EPOXY PVMT. MARKING	0	GAL	\$105.00	\$0.00
	CROSSWALK BAR	0	S.F.	\$8.00	\$0.00
	STOP BAR	0	S.F.	\$0.93	\$0.00
	ARROW	0	EA.	\$120.00	\$0.00
Total Cost					\$0.00

SIGNAGE (INCLUDE POST AND ANCHOR)

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	STREET NAME SIGN WITH STOP SIGN	14	EA.	\$530.00	\$7,420.00
	GROUND SIGN	0	EA.	\$280.00	\$0.00
	TYPE III BARRICADE	0	EA.	\$2,500.00	\$0.00
	SPECIAL SIGN (SPEED LIMIT, DEAD END, MISC SIGNS)	8	EA.	\$280.00	\$2,240.00
Total Cost					\$9,660.00

DRAINAGE AND STORMWATER IMPROVMENTS

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	18" RCP	578	L.F.	\$64.00	\$36,992.00
	24" RCP	75	L.F.	\$83.00	\$6,225.00
	30" RCP	0	L.F.	\$100.00	\$0.00
	36" RCP	0	L.F.	\$136.00	\$0.00
	48" RCP	0	L.F.	\$200.00	\$0.00
	30" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$2,400.00	\$0.00
	36" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$3,000.00	\$0.00
	48" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$3,400.00	\$0.00
	4' MANHOLE	6	EA.	\$2,500.00	\$15,000.00
	5' MANHOLE	0	EA.	\$3,070.00	\$0.00
	6' MANHOLE	0	EA.	\$4,380.00	\$0.00
	5' TYPE R INLET	0	EA.	\$9,000.00	\$0.00
	10' TYPE R INLET	4	EA.	\$10,700.00	\$42,800.00
	15' TYPE R INLET	6	EA.	\$11,000.00	\$66,000.00
Total Cost					\$167,017.00

PUBLIC IMPROVMENTS (TOWN) SUBTOTAL \$1,541,390.26

CONSTRUCTION CONTINGENCY (10%) \$154,139.03
 MOBILIZATION (5%) \$77,069.51
 SURVEYING (3%) \$46,241.71
 CONSTRUCTION MANAGEMENT & TESTING (12%) \$184,966.83

PUBLIC IMPROVEMENT TOTAL \$2,003,807.33

SECURITY AT 110% = \$2,204,188.07

Trails at Crowfoot Filing 10-Preliminary Landscape Cost Estimate-Open Space Tracts

PCS Group

Opinion of Probable Cost

Date: 04.26.18

Filing 10-Open Space Tract Landscape				
<u>Improvement</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
Deciduous Trees (2.5" cal)	8	EA	\$ 560.00	\$ 4,480.00
Evergreen Trees (8' ht)	9	EA	\$ 690.00	\$ 6,210.00
Ornamental Trees (2" cal)	4	EA	\$ 480.00	\$ 1,920.00
Deciduous Shrubs (5 gal)	116	EA	\$ 50.00	\$ 5,800.00
Evergreen Shrubs (5 gal)	28	EA	\$ 50.00	\$ 1,400.00
Ornamental Grasses (1 gal)	19	EA	\$ 25.00	\$ 475.00
Perennials (1 gal)	20	EA	\$ 15.00	\$ 300.00
Native Seed Open Space (w/prep)	6,661	SF	\$ 0.75	\$ 4,995.75
Blugrass Sod (w/prep)	11,009	SF	\$ 1.00	\$ 11,009.00
2" Diam. Cobble Rock mulch (3" depth)	6,915	SF	\$ 1.25	\$ 8,643.75
Pea Gravel	2,344	SF	\$ 1.15	\$ 2,695.60
Steel Edger	490	LF	\$ 3.00	\$ 1,470.00
Concrete Edger	101	LF	\$ 19.00	\$ 1,919.00
Specimen Landscape Boulders	6	EA	\$ 800.00	\$ 4,800.00
Concrete Walk (4" depth)	2,674	SF	\$ 7.00	\$ 18,718.00
Pet Station	1	EA	\$ 600.00	\$ 600.00
Trash Receptacle	1	EA	\$ 1,200.00	\$ 1,200.00
Picnic Shelter 16'x16'	1	EA	\$ 36,500.00	\$ 36,500.00
Picnic Tables	1	EA	\$ 1,800.00	\$ 1,800.00
Bench	1	EA	\$ 1,500.00	\$ 1,500.00
Mailbox Kiosk (16 door)	8	EA	\$ 1,400.00	\$ 11,200.00
Irrigation (Spray for native and turf areas)	17,670	SF	\$ 0.90	\$ 15,903.00
Irrigation (Drip emitters for shrub beds)	1	LS	\$ 8,000.00	\$ 8,000.00
			Sub-Total	\$ 151,539.10
			15% Contingency	\$ 22,730.87
			Total	\$ 174,269.97
			SIA Total	\$ 191,696.96

*Temporary native seed for disturbed areas and detention areas are included in the Earthwork budget by civil engineer.

Disclaimer

COST ESTIMATE

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Trails at Crowfoot Filing 10-Preliminary Landscape Cost Estimate-Streetscape

PCS Group

Opinion of Probable Cost

Date: 04.26.18

Filing 10-Streetscape Landscape				
<u>Improvement</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
Deciduous Trees (2.5" cal)	161	EA	\$ 560.00	\$ 90,160.00
EnviroTurf (w/prep)	73,962	SF	\$ 1.00	\$ 73,962.00
Irrigation (Spray for native and turf areas)	73,962	SF	\$ 0.90	\$ 66,565.80
			Sub-Total	\$ 230,687.80
			15% Contingency	\$ 34,603.17
			Total	\$ 265,290.97
			110% SIA Total	\$ 291,820.07

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STREETSCAPE COST ESTIMATE

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CVL Consultants of Colorado, Inc.
 10333 E. Dry Creek Rd
 Suite 240
 Englewood, Colorado 80112
 720.482.9526 Fax 720.482.9546

TRAILS AT CROWFOOT FILING 11 ENGINEER'S ESTIMATE OF ANTICIPATED COSTS

PROJECT:	ACREAGE:	14.329
TRAILS AT CROWFOOT FILING 11	LOTS:	59
CLIENT:	JOB NUMBER:	283701
E5X MANAGEMENT	PHASE:	FILING 11
ESTIMATE PREPARED BY:	DATE:	3/13/2018
CVL CONSULTANTS OF COLORADO, INC.		

SANITARY SEWER

ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
	8" SEWER (PVC)	2,507	L.F.	\$48.00	\$120,336.00
	12" SEWER (PVC)	0	L.F.	\$54.00	\$0.00
	18" SEWER (PVC)	0	L.F.	\$67.00	\$0.00
	4' DIA. MANHOLE	21	EA.	\$2,850.00	\$59,850.00
	5' DIA. MANHOLE	0	EA.	\$2,850.00	\$0.00
	STANDARD CLEANOUT	0	EA.	\$300.00	\$0.00
	DROP MANHOLE	0	EA.	\$5,000.00	\$0.00
	INTERMEDIATE PLATFORM	0	EA.	\$700.00	\$0.00
	4" SEWER SERVICE	59	EA.	\$1,615.00	\$95,285.00
	20" STEEL CASING	0	L.F.	\$2,000.00	\$0.00
	CONNECTION TO EXISTING MAIN	2	EA.	\$1,900.00	\$3,800.00
					\$279,271.00

WATERLINE

ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
	6" WATERPIPE (DIP)	84	L.F.	\$20.00	\$1,680.00
	8" WATERPIPE (PVC)	3,027	L.F.	\$39.00	\$118,053.00
	12" WATERPIPE (PVC)	0	L.F.	\$57.00	\$0.00
	16" WATERPIPE (DIP)	0	L.F.	\$77.60	\$0.00
	6" GATE VALVE	5	EA.	\$1,000.00	\$5,000.00
	8" GATE VALVE	13	EA.	\$1,750.00	\$22,750.00
	12" GATE VALVE	0	EA.	\$3,000.00	\$0.00
	16" BUTTERFLY VALVE	0	EA.	\$18,000.00	\$0.00
	8" MISC. FITTINGS	25	EA.	\$460.00	\$11,500.00
	12" MISC. FITTINGS	0	EA.	\$730.00	\$0.00
	16" MISC. FITTINGS	0	EA.	\$1,500.00	\$0.00
	AIR / VACUUM VALVE	0	EA.	\$6,700.00	\$0.00
	8" CAP WITH BLOW OFF VALVE	3	EA.	\$2,000.00	\$6,000.00
	2" BLOW OFF VALVE (8" LINE-LOW POINT)	0	EA.	\$2,000.00	\$0.00
	6" BLOW OFF VALVE (16" LINE-LOW POINT)	0	EA.	\$2,500.00	\$0.00
	FIRE HYDRANT WITH 6" LEAD	5	EA.	\$5,000.00	\$25,000.00
	IRRIGATION SERVICE W/ METER(2")	0	EA.	\$2,500.00	\$0.00
	DOMESTIC WATER SERVICE W/ METER	59	EA.	\$1,400.00	\$82,600.00
	20" STEEL CASING	0	L.F.	\$2,000.00	\$0.00
	CONNECTION TO EXISTING MAIN	3	EA.	\$1,000.00	\$3,000.00
					\$275,583.00



CONTINGENCIES 20% OF CONSTRUCTION COSTS = **\$110,970.80**

Total Filing 11 Water/Sewer= **\$665,824.80**



CVL Consultants of Colorado, Inc.
 10333 E. Dry Creek Rd
 Suite 240
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 720.482.9526 Fax 720.482.9546

**ENGINEERS PUBLIC IMPROVEMENT COST ESTIMATE
 TRAILS AT CROWFOOT FILING 11
 3/13/2018**

ROADWAY

No.	Description	Quantity	Unit	Cost/Unit	Total Cost
	6" VERTICAL CURB & GUTTER (2' PAN)	0	L.F.	\$22.00	\$0.00
	6" VERTICAL CURB & GUTTER (1' PAN)	0	L.F.	\$22.00	\$0.00
	4" MOUNTABLE CURB & GUTTER	5,924	L.F.	\$24.00	\$142,176.00
	HOT MIX ASPHALT PAVEMENT (5" DEPTH)	9,462	S.Y.	\$23.50	\$222,362.22
	CONCRETE PAVEMENT	0	S.Y.	\$90.00	\$0.00
	AGGRIGATE BASE COURSE	2,542	C.Y.	\$40.50	\$102,932.00
	SUBGRADE STABILIZATION	2,542	S.Y.	\$2.10	\$5,337.21
	ROADWAY SUBGRADE PREP (EXTEND 2' OUTSIDE CURB)	2,542	S.Y.	\$1.25	\$3,176.91
	5' DETACHED CONCRETE SIDEWALK	5,924	L.F.	\$27.00	\$159,948.00
	SIDEWALK SUBGRADE PREP (MIN 1' OUTSIDE LIMITS)	4,608	S.Y.	\$1.25	\$5,759.44
	CORNER CURB RAMP (INCLUDES SUBGRADE PREP)	10	EA.	\$2,200.00	\$22,000.00
	MIDBLOCK CURB RAMP (INCLUDES SUBGRADE PREP)	3	EA.	\$2,200.00	\$6,600.00
	CROSS PAN (INCLUDES SUBGRADE PREP)	50	S.Y.	\$103.50	\$5,175.00
	TRENCH DRAIN	0	L.F.	\$19.00	\$0.00
	MEDIAN COVER	0	S.Y.	\$90.00	\$0.00
	ADJUST MANHOLE	21	EA.	\$760.00	\$15,960.00
	ADJUST WATER VALVE	18	EA.	\$425.00	\$7,650.00
Total Cost					\$699,076.80

STRIPING

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	LONG LINE EPOXY PVMT. MARKING	0	GAL	\$105.00	\$0.00
	CROSSWALK BAR	0	S.F.	\$8.00	\$0.00
	STOP BAR	0	S.F.	\$0.93	\$0.00
	ARROW	0	EA.	\$120.00	\$0.00
Total Cost					\$0.00

SIGNAGE (INCLUDE POST AND ANCHOR)

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	STREET NAME SIGN WITH STOP SIGN	5	EA.	\$530.00	\$2,650.00
	GROUND SIGN	0	EA.	\$280.00	\$0.00
	TYPE III BARRICADE	2	EA.	\$2,500.00	\$5,000.00
	SPECIAL SIGN (SPEED LIMIT, DEAD END, MISC SIGNS)	0	EA.	\$280.00	\$0.00
Total Cost					\$7,650.00

DRAINAGE AND STORMWATER IMPROVMENTS

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	18" RCP	0	L.F.	\$64.00	\$0.00
	24" RCP	0	L.F.	\$83.00	\$0.00
	30" RCP	0	L.F.	\$100.00	\$0.00
	36" RCP	0	L.F.	\$136.00	\$0.00
	48" RCP	0	L.F.	\$200.00	\$0.00
	30" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$2,400.00	\$0.00
	36" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$3,000.00	\$0.00
	48" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$3,400.00	\$0.00
	4' MANHOLE	0	EA.	\$2,500.00	\$0.00
	5' MANHOLE	0	EA.	\$3,070.00	\$0.00
	6' MANHOLE	0	EA.	\$4,380.00	\$0.00
	5' TYPE R INLET	0	EA.	\$9,000.00	\$0.00
	10' TYPE R INLET	1	EA.	\$10,700.00	\$10,700.00
	15' TYPE R INLET	4	EA.	\$11,000.00	\$44,000.00
Total Cost					\$54,700.00

PUBLIC IMPROVMENTS (TOWN) SUBTOTAL \$761,426.80

CONSTRUCTION CONTINGENCY (10%) \$76,142.68
 MOBILIZATION (5%) \$38,071.34
 SURVEYING (3%) \$22,842.80
 CONSTRUCTION MANAGEMENT & TESTING (12%) \$91,371.22

PUBLIC IMPROVEMENT TOTAL \$989,854.83

SECURITY AT 110% = \$1,088,840.32

Trails at Crowfoot Filing 11-Preliminary Landscape Cost Estimate-Open Space Tracts

PCS Group

Opinion of Probable Cost

Date: 04.26.18

Filing 11-Open Space Tracts Landscaping				
<u>Improvement</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
Deciduous Trees (2.5" cal)	3	EA	\$ 560.00	\$ 1,680.00
Deciduous Shrubs (5 gal.)	18	EA	\$ 50.00	\$ 900.00
Native Seed Open Space (w/prep)	5,508	SF	\$ 0.75	\$ 4,131.00
2" Diam. Cobble Rock mulch (3" depth)	696	SF	\$ 1.25	\$ 870.00
Irrigation (Spray for native and turf areas)	5,508	SF	\$ 0.90	\$ 4,957.20
Irrigation (Drip emitters for shrub beds)	1	LS	\$ 1,000.00	\$ 1,000.00
			Sub Total	\$ 13,538.20
			15% Contingency	\$ 2,030.73
			Total	\$ 15,568.93
			110% SIA Total	\$ 17,125.82

*Temporary native seed for disturbed areas and detention areas are included in the Earthwork budget by civil engineer.

Disclaimer

COST ESTIMATE

This opinion of probable landscape construction cost is made on the basis of the Planner / Landscape Architect's experience and qualifications and represents the best judgment as an experienced and qualified professional generally familiar with the industry. However, since the Planner / Landscape Architect does not have control over the cost of labor, materials, equipment, services furnished by others, the Contractors' methods of determining prices, competitive bidding or market conditions; the Planner / Landscape Architect cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from this estimate of probably landscape construction costs. If the OWNER wishes greater assurance as to probable construction costs, the OWNER shall employ an independent cost estimator or contractor. Prior to probationary acceptance of the Public Improvements for the Property, the Developer shall install all plant material and related irrigation facilities within all tracts as described in the landscape plans approved by the Town for the Property (the "Landscape Improvements"), subject to the warranty provisions of this Agreement. If installation of the Landscape Improvements cannot be reasonably accomplished prior to probationary acceptance of the Public Improvements for the Property, the Developer shall post a letter of credit amounting to one hundred ten percent (110%) (the "Landscape Security") of the materials cost as described and will complete the Landscape Improvements according to the landscape plans prior to final acceptance of the Public Improvements by the Town. The Town may reduce the Landscape Security, in the exercise of its sole discretion, as the Landscape Improvements are completed on a tract-by-tract basis and accepted by the Town for probationary acceptance, subject to the warranty provisions of this Agreement and Section 13.07.150(c) of the Town's Land Development Ordinance for the Landscape Improvements.

Trails at Crowfoot Filing 11-Preliminary Landscape Cost Estimate-Streetscape

PCS Group

Opinion of Probable Cost

Date: 04.26.18

Filing 11-Streetscape Landscaping				
<u>Improvement</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
Deciduous Trees (2.5" cal)	97	EA	\$ 560.00	\$ 54,320.00
EnviroTurf (w/prep)	42,173	SF	\$ 1.00	\$ 42,173.00
Irrigation (Spray for native and turf areas)	42,173	SF	\$ 0.90	\$ 37,955.70
Mailbox Kiosk (16 door)	4	EA	\$ 1,400.00	\$ 5,600.00
			Sub Total	\$ 140,048.70
			15% Contingency	\$ 21,007.31
			Total	\$ 161,056.01
			110% SIA Total	\$ 177,161.61

*Temporary native seed for disturbed areas and detention areas are included in the Earthwork budget by civil engineer.

Disclaimer

COST ESTIMATE

This opinion of probable landscape construction cost is made on the basis of the Planner / Landscape Architect's experience and qualifications and represents the best judgment as an experienced and qualified professional generally familiar with the industry. However, since the Planner / Landscape Architect does not have control over the cost of labor, materials, equipment, services furnished by others, the Contractors' methods of determining prices, competitive bidding or market conditions; the Planner / Landscape Architect cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from this estimate of probably landscape construction costs. If the OWNER wishes greater assurance as to probable construction costs, the OWNER shall employ an independent cost estimator or contractor. Prior to probationary acceptance of the Public Improvements for the Property, the Developer shall install all plant material and related irrigation facilities within all tracts as described in the landscape plans approved by the Town for the Property (the "Landscape Improvements"), subject to the warranty provisions of this Agreement. If installation of the Landscape Improvements cannot be reasonably accomplished prior to probationary acceptance of the Public Improvements for the Property, the Developer shall post a letter of credit amounting to one hundred ten percent (110%) (the "Landscape Security") of the materials cost as described and will complete the Landscape Improvements according to the landscape plans prior to final acceptance of the Public Improvements by the Town. The Town may reduce the Landscape Security, in the exercise of its sole discretion, as the Landscape Improvements are completed on a tract-by-tract basis and accepted by the Town for probationary acceptance, subject to the warranty provisions of this Agreement and Section 13.07.150(c) of the Town's Land Development Ordinance for the Landscape Improvements.



CVL Consultants of Colorado, Inc.

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TRAILS AT CROWFOOT FILING 12 ENGINEER'S ESTIMATE OF ANTICIPATED COSTS

PROJECT: TRAILS AT CROWFOOT FILING 12
CLIENT: E5X MANAGEMENT
ESTIMATE PREPARED BY: CVL CONSULTANTS OF COLORADO, INC.

ACREAGE: 8.208
LOTS: 18
JOB NUMBER: 283701
PHASE: FILING 12
DATE: 3/13/2018

SANITARY SEWER

ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
	8" SEWER (PVC)	1,266	L.F.	\$48.00	\$60,768.00
	12" SEWER (PVC)	0	L.F.	\$54.00	\$0.00
	18" SEWER (PVC)	0	L.F.	\$67.00	\$0.00
	4' DIA. MANHOLE	9	EA.	\$2,850.00	\$25,650.00
	5' DIA. MANHOLE	0	EA.	\$2,850.00	\$0.00
	STANDARD CLEANOUT	0	EA.	\$300.00	\$0.00
	DROP MANHOLE	0	EA.	\$5,000.00	\$0.00
	INTERMEDIATE PLATFORM	0	EA.	\$700.00	\$0.00
	4" SEWER SERVICE	18	EA.	\$1,615.00	\$29,070.00
	20" STEEL CASING	0	L.F.	\$2,000.00	\$0.00
	CONNECTION TO EXISTING MAIN	1	EA.	\$1,900.00	\$1,900.00
					\$117,388.00

WATERLINE

ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
	6" WATERPIPE (DIP)	40	L.F.	\$20.00	\$800.00
	8" WATERPIPE (PVC)	1,494	L.F.	\$39.00	\$58,266.00
	12" WATERPIPE (PVC)	0	L.F.	\$57.00	\$0.00
	16" WATERPIPE (DIP)	0	L.F.	\$77.60	\$0.00
	6" GATE VALVE	2	EA.	\$1,000.00	\$2,000.00
	8" GATE VALVE	2	EA.	\$1,750.00	\$3,500.00
	12" GATE VALVE	0	EA.	\$3,000.00	\$0.00
	16" BUTTERFLY VALVE	0	EA.	\$18,000.00	\$0.00
	8" MISC. FITTINGS	14	EA.	\$460.00	\$6,440.00
	12" MISC. FITTINGS	0	EA.	\$730.00	\$0.00
	16" MISC. FITTINGS	0	EA.	\$1,500.00	\$0.00
	AIR / VACUUM VALVE	0	EA.	\$6,700.00	\$0.00
	8" CAP WITH BLOW OFF VALVE	0	EA.	\$2,000.00	\$0.00
	2" BLOW OFF VALVE (8" LINE-LOW POINT)	1	EA.	\$2,000.00	\$2,000.00
	6" BLOW OFF VALVE (16" LINE-LOW POINT)	0	EA.	\$2,500.00	\$0.00
	FIRE HYDRANT WITH 6" LEAD	2	EA.	\$5,000.00	\$10,000.00
	IRRIGATION SERVICE W/ METER(2")	0	EA.	\$2,500.00	\$0.00
	DOMESTIC WATER SERVICE W/ METER	18	EA.	\$1,400.00	\$25,200.00
	20" STEEL CASING	0	L.F.	\$2,000.00	\$0.00
	CONNECTION TO EXISTING MAIN	2	EA.	\$1,000.00	\$2,000.00
					\$110,206.00



CONTINGENCIES 20% OF CONSTRUCTION COSTS = \$45,518.80

Total Filing 12 Water/Sewer= **\$273,112.80**



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**ENGINEERS PUBLIC IMPROVEMENT COST ESTIMATE
 TRAILS AT CROWFOOT FILING 12
 3/13/2018**

ROADWAY

No.	Description	Quantity	Unit	Cost/Unit	Total Cost
	6" VERTICAL CURB & GUTTER (2' PAN)	0	L.F.	\$22.00	\$0.00
	6" VERTICAL CURB & GUTTER (1' PAN)	0	L.F.	\$22.00	\$0.00
	4" MOUNTABLE CURB & GUTTER	3,160	L.F.	\$24.00	\$75,840.00
	HOT MIX ASPHALT PAVEMENT (5" DEPTH)	5,267	S.Y.	\$23.50	\$123,766.67
	CONCRETE PAVEMENT	0	S.Y.	\$90.00	\$0.00
	AGGRIGATE BASE COURSE	1,404	C.Y.	\$40.50	\$56,880.00
	SUBGRADE STABILIZATION	1,404	S.Y.	\$2.10	\$2,949.33
	ROADWAY SUBGRADE PREP (EXTEND 2' OUTSIDE CURB)	1,404	S.Y.	\$1.25	\$1,755.56
	5' DETACHED CONCRETE SIDEWALK	3,160	L.F.	\$27.00	\$85,320.00
	SIDEWALK SUBGRADE PREP (MIN 1' OUTSIDE LIMITS)	2,458	S.Y.	\$1.25	\$3,072.22
	CORNER CURB RAMP (INCLUDES SUBGRADE PREP)	0	EA.	\$2,200.00	\$0.00
	MIDBLOCK CURB RAMP (INCLUDES SUBGRADE PREP)	0	EA.	\$2,200.00	\$0.00
	CROSS PAN (INCLUDES SUBGRADE PREP)	0	S.Y.	\$103.50	\$0.00
	TRENCH DRAIN	0	L.F.	\$19.00	\$0.00
	MEDIAN COVER	0	S.Y.	\$90.00	\$0.00
	ADJUST MANHOLE	9	EA.	\$760.00	\$6,840.00
	ADJUST WATER VALVE	4	EA.	\$425.00	\$1,700.00
Total Cost					\$358,123.78

STRIPING

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	LONG LINE EPOXY PVMT. MARKING	0	GAL.	\$105.00	\$0.00
	CROSSWALK BAR	0	S.F.	\$8.00	\$0.00
	STOP BAR	0	S.F.	\$0.93	\$0.00
	ARROW	0	EA.	\$120.00	\$0.00
Total Cost					\$0.00

SIGNAGE (INCLUDE POST AND ANCHOR)

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	STREET NAME SIGN WITH STOP SIGN	2	EA.	\$530.00	\$1,060.00
	STREET NAME SIGN	1	EA.	\$325.00	\$325.00
	GROUND SIGN	0	EA.	\$280.00	\$0.00
	TYPE III BARRICADE	2	EA.	\$2,500.00	\$5,000.00
	SPECIAL SIGN (SPEED LIMIT, DEAD END, MISC SIGNS)	0	EA.	\$280.00	\$0.00
Total Cost					\$6,385.00

DRAINAGE AND STORMWATER IMPROVMENTS

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	18" RCP	0	L.F.	\$64.00	\$0.00
	24" RCP	0	L.F.	\$83.00	\$0.00
	30" RCP	0	L.F.	\$100.00	\$0.00
	36" RCP	0	L.F.	\$136.00	\$0.00
	48" RCP	0	L.F.	\$200.00	\$0.00
	30" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$2,400.00	\$0.00
	36" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$3,000.00	\$0.00
	48" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$3,400.00	\$0.00
	4' MANHOLE	0	EA.	\$2,500.00	\$0.00
	5' MANHOLE	0	EA.	\$3,070.00	\$0.00
	6' MANHOLE	0	EA.	\$4,380.00	\$0.00
	5' TYPE R INLET	0	EA.	\$9,000.00	\$0.00
	10' TYPE R INLET	0	EA.	\$10,700.00	\$0.00
	15' TYPE R INLET	0	EA.	\$11,000.00	\$0.00
Total Cost					\$0.00

PUBLIC IMPROVMENTS (TOWN) SUBTOTAL \$364,508.78

CONSTRUCTION CONTINGENCY (10%) \$36,450.88
 MOBILIZATION (5%) \$18,225.44
 SURVEYING (3%) \$10,935.26
 CONSTRUCTION MANAGEMENT & TESTING (12%) \$43,741.05

PUBLIC IMPROVEMENT TOTAL \$473,861.41

SECURITY AT 110% = \$521,247.55

Trails at Crowfoot Filing 12-Preliminary Landscape Cost Estimate-Streetscape

PCS Group

Opinion of Probable Cost

Date: 4.26.18

Filing 12-Streetscape Landscaping

<u>Improvement</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
Deciduous Trees (2.5" cal)	51	EA	\$ 560.00	\$ 28,560.00
EnviroTurf (w/prep)	19,678	SF	\$ 1.00	\$ 19,678.00
2" Diam. Cobble Rock mulch (3" depth)	460	SF	\$ 1.25	\$ 575.00
Irrigation (<i>Spray for native and turf areas</i>)	19,678	SF	\$ 0.90	\$ 17,710.20
Mailbox Kiosk (16 door)	2	EA	\$ 1,400.00	\$ 2,800.00
Sub Total				\$ 69,323.20
15% Contingency				\$ 10,398.48
Total				\$ 79,721.68
110% SIA Total				\$ 87,693.85

*Temporary native seed for disturbed areas and detention areas are included in the Earthwork budget by civil engineer.

Disclaimer

COST ESTIMATE

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CVL Consultants of Colorado, Inc.

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TRAILS AT CROWFOOT FILING 13 ENGINEER'S ESTIMATE OF ANTICIPATED COSTS

PROJECT: TRAILS AT CROWFOOT FILING 13
CLIENT: E5X MANAGEMENT
ESTIMATE PREPARED BY: CVL CONSULTANTS OF COLORADO, INC.

ACREAGE: 10.062
LOTS: 51
JOB NUMBER: 283701
PHASE: FILING 13
DATE: 3/13/2018

SANITARY SEWER

ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
	8" SEWER (PVC)	1,701	L.F.	\$48.00	\$81,648.00
	12" SEWER (PVC)	0	L.F.	\$54.00	\$0.00
	18" SEWER (PVC)	0	L.F.	\$67.00	\$0.00
	4' DIA. MANHOLE	11	EA.	\$2,850.00	\$31,350.00
	5' DIA. MANHOLE	0	EA.	\$2,850.00	\$0.00
	STANDARD CLEANOUT	0	EA.	\$300.00	\$0.00
	DROP MANHOLE	0	EA.	\$5,000.00	\$0.00
	INTERMEDIATE PLATFORM	0	EA.	\$700.00	\$0.00
	4" SEWER SERVICE	51	EA.	\$1,615.00	\$82,365.00
	20" STEEL CASING	0	L.F.	\$2,000.00	\$0.00
	CONNECTION TO EXISTING MAIN	1	EA.	\$1,900.00	\$1,900.00
					\$197,263.00

WATERLINE

ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
	6" WATERPIPE (DIP)	28	L.F.	\$20.00	\$560.00
	8" WATERPIPE (PVC)	1,719	L.F.	\$39.00	\$67,041.00
	12" WATERPIPE (PVC)	0	L.F.	\$57.00	\$0.00
	16" WATERPIPE (DIP)	0	L.F.	\$77.60	\$0.00
	6" GATE VALVE	2	EA.	\$1,000.00	\$2,000.00
	8" GATE VALVE	6	EA.	\$1,750.00	\$10,500.00
	12" GATE VALVE	0	EA.	\$3,000.00	\$0.00
	16" BUTTERFLY VALVE	0	EA.	\$18,000.00	\$0.00
	8" MISC. FITTINGS	14	EA.	\$460.00	\$6,440.00
	12" MISC. FITTINGS	0	EA.	\$730.00	\$0.00
	16" MISC. FITTINGS	0	EA.	\$1,500.00	\$0.00
	AIR / VACUUM VALVE	0	EA.	\$6,700.00	\$0.00
	8" CAP WITH BLOW OFF VALVE	1	EA.	\$2,000.00	\$2,000.00
	2" BLOW OFF VALVE (8" LINE-LOW POINT)	1	EA.	\$2,000.00	\$2,000.00
	6" BLOW OFF VALVE (16" LINE-LOW POINT)	0	EA.	\$2,500.00	\$0.00
	FIRE HYDRANT WITH 6" LEAD	2	EA.	\$5,000.00	\$10,000.00
	IRRIGATION SERVICE W/ METER(2")	0	EA.	\$2,500.00	\$0.00
	DOMESTIC WATER SERVICE W/ METER	51	EA.	\$1,400.00	\$71,400.00
	20" STEEL CASING	0	L.F.	\$2,000.00	\$0.00
	CONNECTION TO EXISTING MAIN	3	EA.	\$1,000.00	\$3,000.00
					\$174,941.00

CONTINGENCIES 20% OF CONSTRUCTION COSTS = \$74,440.80

Total Filing 13 Water/Sewer= **\$446,644.80**





CVL Consultants of Colorado, Inc.
 10333 E. Dry Creek Rd
 Suite 240
 Englewood, Colorado 80112
 720.482.9526 Fax 720.482.9546

**ENGINEERS PUBLIC IMPROVEMENT COST ESTIMATE
 TRAILS AT CROWFOOT FILING 13
 3/13/2018**

ROADWAY

No.	Description	Quantity	Unit	Cost/Unit	Total Cost
	6" VERTICAL CURB & GUTTER (2' PAN)	0	L.F.	\$22.00	\$0.00
	6" VERTICAL CURB & GUTTER (1' PAN)	0	L.F.	\$22.00	\$0.00
	4" MOUNTABLE CURB & GUTTER	3,500	L.F.	\$24.00	\$84,000.00
	HOT MIX ASPHALT PAVEMENT (5" DEPTH)	5,833	S.Y.	\$23.50	\$137,083.33
	CONCRETE PAVEMENT	0	S.Y.	\$90.00	\$0.00
	AGGRIGATE BASE COURSE	1,556	C.Y.	\$40.50	\$63,000.00
	SUBGRADE STABILIZATION	1,556	S.Y.	\$2.10	\$3,266.67
	ROADWAY SUBGRADE PREP (EXTEND 2' OUTSIDE CURB)	1,556	S.Y.	\$1.25	\$1,944.44
	5' DETACHED CONCRETE SIDEWALK	3,500	L.F.	\$27.00	\$94,500.00
	SIDEWALK SUBGRADE PREP (MIN 1' OUTSIDE LIMITS)	2,722	S.Y.	\$1.25	\$3,402.78
	CORNER CURB RAMP (INCLUDES SUBGRADE PREP)	4	EA.	\$2,200.00	\$8,800.00
	MIDBLOCK CURB RAMP (INCLUDES SUBGRADE PREP)	4	EA.	\$2,200.00	\$8,800.00
	CROSS PAN (INCLUDES SUBGRADE PREP)	100	S.Y.	\$103.50	\$10,350.00
	TRENCH DRAIN	0	L.F.	\$19.00	\$0.00
	MEDIAN COVER	0	S.Y.	\$90.00	\$0.00
	ADJUST MANHOLE	13	EA.	\$760.00	\$9,880.00
	ADJUST WATER VALVE	8	EA.	\$425.00	\$3,400.00
Total Cost					\$428,427.22

STRIPING

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	LONG LINE EPOXY PVMT. MARKING	0	GAL	\$105.00	\$0.00
	CROSSWALK BAR	0	S.F.	\$8.00	\$0.00
	STOP BAR	0	S.F.	\$0.93	\$0.00
	ARROW	0	EA.	\$120.00	\$0.00
Total Cost					\$0.00

SIGNAGE (INCLUDE POST AND ANCHOR)

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	STREET NAME SIGN WITH STOP SIGN	5	EA.	\$530.00	\$2,650.00
	GROUND SIGN	0	EA.	\$280.00	\$0.00
	TYPE III BARRICADE	0	EA.	\$2,500.00	\$0.00
	SPECIAL SIGN (SPEED LIMIT, DEAD END, MISC SIGNS)	1	EA.	\$280.00	\$280.00
Total Cost					\$2,930.00

DRAINAGE AND STORMWATER IMPROVMENTS

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	18" RCP	193	L.F.	\$64.00	\$12,352.00
	24" RCP	0	L.F.	\$83.00	\$0.00
	30" RCP	0	L.F.	\$100.00	\$0.00
	36" RCP	0	L.F.	\$136.00	\$0.00
	48" RCP	0	L.F.	\$200.00	\$0.00
	30" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$2,400.00	\$0.00
	36" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$3,000.00	\$0.00
	48" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$3,400.00	\$0.00
	4' MANHOLE	2	EA.	\$2,500.00	\$5,000.00
	5' MANHOLE	0	EA.	\$3,070.00	\$0.00
	6' MANHOLE	0	EA.	\$4,380.00	\$0.00
	5' TYPE R INLET	0	EA.	\$9,000.00	\$0.00
	10' TYPE R INLET	2	EA.	\$10,700.00	\$21,400.00
	15' TYPE R INLET	0	EA.	\$11,000.00	\$0.00
Total Cost					\$38,752.00

PUBLIC IMPROVMENTS (TOWN) SUBTOTAL \$470,109.22

CONSTRUCTION CONTINGENCY (10%) \$47,010.92
 MOBILIZATION (5%) \$23,505.46
 SURVEYING (3%) \$14,103.28
 CONSTRUCTION MANAGEMENT & TESTING (12%) \$56,413.11

PUBLIC IMPROVEMENT TOTAL \$611,141.99

SECURITY AT 110% = \$672,256.19

Trails at Crowfoot Filing 13-Preliminary Landscape Cost Estimate-Streetscape

PCS Group

Opinion of Probable Cost

Date: 4.26.18

Filing 13-Streetscape Landscaping				
<u>Improvement</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
Deciduous Trees (2.5" cal)	55	EA	\$ 560.00	\$ 30,800.00
EnviroTurf (w/prep)	26,324	SF	\$ 1.00	\$ 26,324.00
Irrigation (Spray for native and turf areas)	26,324	SF	\$ 0.90	\$ 23,691.60
Mailbox Kiosk (16 door)	3	EA	\$ 1,400.00	\$ 4,200.00
			Sub-Total	\$ 85,015.60
			15% Contingency	\$ 12,752.34
			Total	\$ 97,767.94
			110% SIA Total	\$ 107,544.73

*Temporary native seed for disturbed areas and detention areas are included in the Earthwork budget by civil engineer.

Disclaimer

COST ESTIMATE

This opinion of probable landscape construction cost is made on the basis of the Planner / Landscape Architect's experience and qualifications and represents the best judgment as an experienced and qualified professional generally familiar with the industry. However, since the Planner / Landscape Architect does not have control over the cost of labor, materials, equipment, services furnished by others, the Contractors' methods of determining prices, competitive bidding or market conditions; the Planner / Landscape Architect cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from this estimate of probably landscape construction costs. If the OWNER wishes greater assurance as to probable construction costs, the OWNER shall employ an independent cost estimator or contractor. Prior to probationary acceptance of the Public Improvements for the Property, the Developer shall install all plant material and related irrigation facilities within all tracts as described in the landscape plans approved by the Town for the Property (the "Landscape Improvements"), subject to the warranty provisions of this Agreement. If installation of the Landscape Improvements cannot be reasonably accomplished prior to probationary acceptance of the Public Improvements for the Property, the Developer shall post a letter of credit amounting to one hundred ten percent (110%) (the "Landscape Security") of the materials cost as described and will complete the Landscape Improvements according to the landscape plans prior to final acceptance of the Public Improvements by the Town. The Town may reduce the Landscape Security, in the exercise of its sole discretion, as the Landscape Improvements are completed on a tract-by-tract basis and accepted by the Town for probationary acceptance, subject to the warranty provisions of this Agreement and Section 13.07.150(c) of the Town's Land Development Ordinance for the Landscape Improvements.



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TRAILS AT CROWFOOT FILING 14 ENGINEER'S ESTIMATE OF ANTICIPATED COSTS

PROJECT:
TRAILS AT CROWFOOT FILING 14
CLIENT:
HR 935, LLC
ESTIMATE PREPARED BY:
CVL CONSULTANTS OF COLORADO, INC.

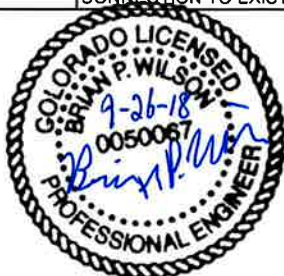
ACREAGE: 9.06
LOTS: 50
JOB NUMBER: 283701
PHASE: FILING 14
DATE: 9/21/2018

SANITARY SEWER

ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
	8" SEWER (PVC)	1,568	L.F.	\$48.00	\$75,264.00
	12" SEWER (PVC)	0	L.F.	\$54.00	\$0.00
	18" SEWER (PVC)	0	L.F.	\$67.00	\$0.00
	4' DIA. MANHOLE	12	EA.	\$2,850.00	\$34,200.00
	5' DIA. MANHOLE	0	EA.	\$2,850.00	\$0.00
	STANDARD CLEANOUT	0	EA.	\$300.00	\$0.00
	DROP MANHOLE	0	EA.	\$5,000.00	\$0.00
	INTERMEDIATE PLATFORM	0	EA.	\$700.00	\$0.00
	4" SEWER SERVICE	36	EA.	\$1,615.00	\$58,140.00
	20" STEEL CASING	0	L.F.	\$2,000.00	\$0.00
	CONNECTION TO EXISTING MAIN	1	EA.	\$1,900.00	\$1,900.00
					\$169,504.00

WATERLINE

ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
	6" WATERPIPE (DIP)	118	L.F.	\$20.00	\$2,360.00
	8" WATERPIPE (PVC)	2,030	L.F.	\$39.00	\$79,170.00
	12" WATERPIPE (PVC)	0	L.F.	\$57.00	\$0.00
	16" WATERPIPE (DIP)	0	L.F.	\$77.60	\$0.00
	6" GATE VALVE	6	EA.	\$1,000.00	\$6,000.00
	8" GATE VALVE	10	EA.	\$1,750.00	\$17,500.00
	12" GATE VALVE	0	EA.	\$3,000.00	\$0.00
	16" BUTTERFLY VALVE	0	EA.	\$18,000.00	\$0.00
	8" MISC. FITTINGS	12	EA.	\$460.00	\$5,520.00
	12" MISC. FITTINGS	0	EA.	\$730.00	\$0.00
	16" MISC. FITTINGS	0	EA.	\$1,500.00	\$0.00
	AIR / VACUUM VALVE	2	EA.	\$6,700.00	\$13,400.00
	8" CAP WITH BLOW OFF	4	EA.	\$2,000.00	\$8,000.00
	2" BLOW OFF VALVE (8" LINE-LOW POINT)	0	EA.	\$2,000.00	\$0.00
	6" BLOW OFF VALVE (16" LINE-LOW POINT)	0	EA.	\$2,500.00	\$0.00
	FIRE HYDRANT WITH 6" LEAD	6	EA.	\$5,000.00	\$30,000.00
	DEEP BURY FIRE HYDRANT WITH 6" LEAD	0	EA.	\$5,500.00	\$0.00
	IRRIGATION SERVICE W/ METER(2")	1	EA.	\$2,500.00	\$2,500.00
	DOMESTIC WATER SERVICE W/ METER	50	EA.	\$1,400.00	\$70,000.00
	20" STEEL CASING	0	L.F.	\$2,000.00	\$0.00
	CONNECTION TO EXISTING MAIN	2	EA.	\$1,000.00	\$2,000.00
					\$236,450.00



CONTINGENCIES 20% OF CONSTRUCTION COSTS = \$81,190.80

Total Filing 14 Water/Sewer= **\$487,144.80**



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**ENGINEERS PUBLIC IMPROVEMENT COST ESTIMATE
 TRAILS AT CROWFOOT FILING 14
 9/14/2018**

ROADWAY

No.	Description	Quantity	Unit	Cost/Unit	Total Cost
	6" VERTICAL CURB & GUTTER (2' PAN)	0	L.F.	\$22.00	\$0.00
	6" VERTICAL CURB & GUTTER (1' PAN)	0	L.F.	\$22.00	\$0.00
	4" MOUNTABLE CURB & GUTTER	66	L.F.	\$24.00	\$1,584.00
	HOT MIX ASPHALT PAVEMENT (5" DEPTH)	40	S.Y.	\$23.50	\$940.00
	CONCRETE PAVEMENT	0	S.Y.	\$90.00	\$0.00
	AGGRIGATE BASE COURSE	9	C.Y.	\$40.50	\$360.00
	SUBGRADE STABILIZATION	9	S.Y.	\$2.10	\$18.67
	ROADWAY SUBGRADE PREP (EXTEND 2' OUTSIDE CURB)	9	S.Y.	\$1.25	\$11.11
	5' DETACHED CONCRETE SIDEWALK	38	L.F.	\$27.00	\$1,026.00
	SIDEWALK SUBGRADE PREP (MIN 1' OUTSIDE LIMITS)	30	S.Y.	\$1.25	\$36.94
	CORNER CURB RAMP (INCLUDES SUBGRADE PREP)	2	EA.	\$2,200.00	\$4,400.00
	MIDBLOCK CURB RAMP (INCLUDES SUBGRADE PREP)	0	EA.	\$2,200.00	\$0.00
	CROSS PAN (INCLUDES SUBGRADE PREP)	55	S.Y.	\$103.50	\$5,692.50
	TRENCH DRAIN	0	L.F.	\$19.00	\$0.00
	MEDIAN COVER	0	S.Y.	\$90.00	\$0.00
	ADJUST MANHOLE	6	EA.	\$760.00	\$4,560.00
	ADJUST WATER VALVE	6	EA.	\$425.00	\$2,550.00
Total Cost					\$21,179.22

STRIPING

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	LONG LINE EPOXY PVMT. MARKING	0	GAL	\$105.00	\$0.00
	CROSSWALK BAR	0	S.F.	\$8.00	\$0.00
	STOP BAR	0	S.F.	\$0.93	\$0.00
	ARROW	0	EA.	\$120.00	\$0.00
Total Cost					\$0.00

SIGNAGE (INCLUDE POST AND ANCHOR)

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	STREET NAME SIGN WITH STOP SIGN	0	EA.	\$530.00	\$0.00
	GROUND SIGN	0	EA.	\$280.00	\$0.00
	TYPE III BARRICADE	0	EA.	\$2,500.00	\$0.00
	SPECIAL SIGN (SPEED LIMIT, DEAD END, MISC SIGNS)	0	EA.	\$280.00	\$0.00
Total Cost					\$0.00

DRAINAGE AND STORMWATER IMPROVMENTS

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	18" RCP	0	L.F.	\$64.00	\$0.00
	24" RCP	0	L.F.	\$83.00	\$0.00
	30" RCP	0	L.F.	\$100.00	\$0.00
	36" RCP	0	L.F.	\$136.00	\$0.00
	48" RCP	0	L.F.	\$200.00	\$0.00
	30" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$2,400.00	\$0.00
	36" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$3,000.00	\$0.00
	48" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$3,400.00	\$0.00
	4' MANHOLE	0	EA.	\$2,500.00	\$0.00
	5' MANHOLE	0	EA.	\$3,070.00	\$0.00
	6' MANHOLE	0	EA.	\$4,380.00	\$0.00
	5' TYPE R INLET	0	EA.	\$9,000.00	\$0.00
	10' TYPE R INLET (SPECIFIC ON 10" INCREMENT)	0	EA.	\$10,700.00	\$0.00
	15' TYPE R INLET	0	EA.	\$11,000.00	\$0.00
Total Cost					\$0.00

PUBLIC IMPROVMENTS (TOWN) SUBTOTAL \$21,179.22

CONSTRUCTION CONTINGENCY (10%) \$2,117.92
 MOBILIZATION (5%) \$1,058.96
 SURVEYING (3%) \$635.38
 CONSTRUCTION MANAGEMENT & TESTING (12%) \$2,541.51

PUBLIC IMPROVEMENT TOTAL \$27,532.99

SECURITY AT 110% = \$30,286.29

Trails at Crowfoot Filing 14-Landscape Construction Documents Cost Estimate-Open Space

PCS Group

Opinion of Probable Cost

Date: 9.26.2018

Filing 14-Open Space

<u>Improvement</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
Deciduous Trees (2.5" cal)	21	EA	\$ 560.00	\$ 11,760.00
Evergreen Trees (8' ht)	29	EA	\$ 690.00	\$ 20,010.00
Ornamental Trees (2" cal)	50	EA	\$ 480.00	\$ 24,000.00
Deciduous Shrubs (5 gal)	150	EA	\$ 50.00	\$ 7,500.00
Evergreen Shrubs (5 gal)	57	EA	\$ 50.00	\$ 2,850.00
Ornamental Grasses (1 gal)	189	EA	\$ 25.00	\$ 4,725.00
Perennials (1 gal)	94	EA	\$ 15.00	\$ 1,410.00
EnviroTurf (w/prep)	45,116	SF	\$ 1.00	\$ 45,116.00
Rock Mulch, 4" Diam. Cobble Rock mulch (4" depth)	4,111	SF	\$ 1.25	\$ 5,138.75
Steel Edger	751	LF	\$ 3.00	\$ 2,253.00
Concrete Walk (4" depth) **	2,168	SF	\$ 7.00	\$ 15,179.05
Concrete Thickened Edge	55	SF	\$ 45.00	\$ 2,460.35
Crusher Fines (4" depth) **	1,405	SF	\$ 6.00	\$ 8,431.41
Trash Receptacle	4	EA	\$ 1,200.00	\$ 4,800.00
Climbing Boulder	1	LS	\$ 40,000.00	\$ 40,000.00
Engineered Wood Fiber (playground-12" depth)	864	SF	\$ 3.50	\$ 3,024.00
ADA Playground Ramp	1	EA	\$ 1,800.00	\$ 1,800.00
Playground Drainage	1	LS	\$ 1,500.00	\$ 1,500.00
Picnic Tables	1	EA	\$ 1,800.00	\$ 1,800.00
Bench	4	EA	\$ 1,500.00	\$ 6,000.00
Irrigation (Spray for native and turf areas)	45,116	SF	\$ 0.90	\$ 40,604.40
Irrigation (Drip emitters for shrub beds)	1	LS	\$ 5,000.00	\$ 5,000.00
			Sub-Total	\$ 255,361.95
			15% Contingency	\$ 38,304.29
			Total	\$ 293,666.25
			110% SIA Total	\$ 323,032.87

*Temporary native seed for disturbed areas and detention areas are included in the Earthwork budget by civil engineer.

**Only concrete walks and crusher fine walks in park spaces have been accounted for the quantities shown above.

Trails at Crowfoot Filing 14-Landscape Construction Documents Cost Estimate-Streetscape

PCS Group

Opinion of Probable Cost

Date: 9.26.2018

Filing 14-Streetscape				
<u>Improvement</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
Deciduous Trees (2.5" cal)	47	EA	\$ 560.00	\$ 26,320.00
Evergreen Shrubs (5 gal)	5	EA	\$ 50.00	\$ 250.00
Ornamental Grasses (1 gal)	20	EA	\$ 25.00	\$ 500.00
EnviroTurf (w/prep)	17,043	SF	\$ 1.00	\$ 17,043.00
Mailbox Kiosk (16 door)	3	EA	\$ 1,400.00	\$ 4,200.00
Irrigation (Spray for native and turf areas)	17,043	SF	\$ 0.90	\$ 15,338.70
Irrigation (Drip emitters for shrub beds)	1	LS	\$ 5,000.00	\$ 5,000.00
			Sub-Total	\$ 68,651.70
			15% Contingency	\$ 10,297.76
			Total	\$ 78,949.46
			110% SIA Total	\$ 86,844.40

*Temporary native seed for disturbed areas and detention areas are included in the Earthwork budget by civil engineer.



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TRAILS AT CROWFOOT FILING 15 ENGINEER'S ESTIMATE OF ANTICIPATED COSTS

PROJECT: TRAILS AT CROWFOOT FILING 15
CLIENT: HR 936, LLC
ESTIMATE PREPARED BY: CVL CONSULTANTS OF COLORADO, INC.

ACREAGE: 9.171
LOTS: 44
JOB NUMBER: 283701
PHASE: FILING 15
DATE: 9/24/2018

SANITARY SEWER

ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
	8" SEWER (PVC)	1,490	L.F.	\$48.00	\$71,520.00
	12" SEWER (PVC)	0	L.F.	\$54.00	\$0.00
	18" SEWER (PVC)	0	L.F.	\$67.00	\$0.00
	4' DIA. MANHOLE	14	EA.	\$2,850.00	\$39,900.00
	5' DIA. MANHOLE	0	EA.	\$2,850.00	\$0.00
	STANDARD CLEANOUT	0	EA.	\$300.00	\$0.00
	DROP MANHOLE	0	EA.	\$5,000.00	\$0.00
	INTERMEDIATE PLATFORM	0	EA.	\$700.00	\$0.00
	4" SEWER SERVICE	30	EA.	\$1,615.00	\$48,450.00
	20" STEEL CASING	0	L.F.	\$2,000.00	\$0.00
	CONNECTION TO EXISTING MAIN	1	EA.	\$1,900.00	\$1,900.00
					\$161,770.00

WATERLINE

ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
	6" WATERPIPE (DIP)	72	L.F.	\$20.00	\$1,440.00
	8" WATERPIPE (PVC)	2,037	L.F.	\$39.00	\$79,443.00
	12" WATERPIPE (PVC)	0	L.F.	\$57.00	\$0.00
	16" WATERPIPE (DIP)	0	L.F.	\$77.60	\$0.00
	6" GATE VALVE	4	EA.	\$1,000.00	\$4,000.00
	8" GATE VALVE	6	EA.	\$1,750.00	\$10,500.00
	12" GATE VALVE	0	EA.	\$3,000.00	\$0.00
	16" BUTTERFLY VALVE	0	EA.	\$18,000.00	\$0.00
	8" MISC. FITTINGS	22	EA.	\$460.00	\$10,120.00
	12" MISC. FITTINGS	0	EA.	\$730.00	\$0.00
	16" MISC. FITTINGS	0	EA.	\$1,500.00	\$0.00
	AIR / VACUUM VALVE	2	EA.	\$6,700.00	\$13,400.00
	8" CAP WITH BLOW OFF	4	EA.	\$2,000.00	\$8,000.00
	2" BLOW OFF VALVE (8" LINE-LOW POINT)	0	EA.	\$2,000.00	\$0.00
	6" BLOW OFF VALVE (16" LINE-LOW POINT)	0	EA.	\$2,500.00	\$0.00
	FIRE HYDRANT WITH 6" LEAD	4	EA.	\$5,000.00	\$20,000.00
	DEEP BURY FIRE HYDRANT WITH 6" LEAD	0	EA.	\$5,500.00	\$0.00
	IRRIGATION SERVICE W/ METER(2")	1	EA.	\$2,500.00	\$2,500.00
	DOMESTIC WATER SERVICE W/ METER	44	EA.	\$1,400.00	\$61,600.00
	20" STEEL CASING	0	L.F.	\$2,000.00	\$0.00
	CONNECTION TO EXISTING MAIN	2	EA.	\$1,000.00	\$2,000.00
					\$213,003.00



CONTINGENCIES 20% OF CONSTRUCTION COSTS = \$74,954.60

Total Filing 2 Water/Sewer= **\$449,727.60**



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**ENGINEERS PUBLIC IMPROVEMENT COST ESTIMATE
 TRAILS AT CROWFOOT FILING 15
 8/30/2018**

ROADWAY

No.	Description	Quantity	Unit	Cost/Unit	Total Cost
	6" VERTICAL CURB & GUTTER (2' PAN)	0	L.F.	\$22.00	\$0.00
	6" VERTICAL CURB & GUTTER (1' PAN)	0	L.F.	\$22.00	\$0.00
	4" MOUNTABLE CURB & GUTTER	131	L.F.	\$24.00	\$3,144.00
	HOT MIX ASPHALT PAVEMENT (5" DEPTH)	53	S.Y.	\$23.50	\$1,253.33
	CONCRETE PAVEMENT	0	S.Y.	\$90.00	\$0.00
	AGGRIGATE BASE COURSE	12	C.Y.	\$40.50	\$480.00
	SUBGRADE STABILIZATION	12	S.Y.	\$2.10	\$24.89
	ROADWAY SUBGRADE PREP (EXTEND 2' OUTSIDE CURB)	12	S.Y.	\$1.25	\$14.81
	5' DETACHED CONCRETE SIDEWALK	76	L.F.	\$27.00	\$2,052.00
	SIDEWALK SUBGRADE PREP (MIN 1' OUTSIDE LIMITS)	59	S.Y.	\$1.25	\$73.89
	CORNER CURB RAMP (INCLUDES SUBGRADE PREP)	4	EA.	\$2,200.00	\$8,800.00
	MIDBLOCK CURB RAMP (INCLUDES SUBGRADE PREP)	0	EA.	\$2,200.00	\$0.00
	CROSS PAN (INCLUDES SUBGRADE PREP)	110	S.Y.	\$103.50	\$11,339.00
	TRENCH DRAIN	0	L.F.	\$19.00	\$0.00
	MEDIAN COVER	0	S.Y.	\$90.00	\$0.00
	ADJUST MANHOLE	5	EA.	\$760.00	\$3,800.00
	ADJUST WATER VALVE	4	EA.	\$425.00	\$1,700.00
Total Cost					\$32,681.93

STRIPING

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	LONG LINE EPOXY PVMT. MARKING	0	GAL	\$105.00	\$0.00
	CROSSWALK BAR	0	S.F.	\$8.00	\$0.00
	STOP BAR	0	S.F.	\$0.93	\$0.00
	ARROW	0	EA.	\$120.00	\$0.00
Total Cost					\$0.00

SIGNAGE (INCLUDE POST AND ANCHOR)

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	STREET NAME SIGN WITH STOP SIGN	0	EA.	\$530.00	\$0.00
	GROUND SIGN	0	EA.	\$280.00	\$0.00
	TYPE III BARRICADE	0	EA.	\$2,500.00	\$0.00
	SPECIAL SIGN (SPEED LIMIT, DEAD END, MISC SIGNS)	0	EA.	\$280.00	\$0.00
Total Cost					\$0.00

DRAINAGE AND STORMWATER IMPROVMENTS

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	18" RCP	0	L.F.	\$64.00	\$0.00
	24" RCP	0	L.F.	\$83.00	\$0.00
	30" RCP	0	L.F.	\$100.00	\$0.00
	36" RCP	0	L.F.	\$136.00	\$0.00
	48" RCP	0	L.F.	\$200.00	\$0.00
	30" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$2,400.00	\$0.00
	36" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$3,000.00	\$0.00
	48" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$3,400.00	\$0.00
	4' MANHOLE	0	EA.	\$2,500.00	\$0.00
	5' MANHOLE	0	EA.	\$3,070.00	\$0.00
	6' MANHOLE	0	EA.	\$4,380.00	\$0.00
	5' TYPE R INLET	0	EA.	\$9,000.00	\$0.00
	10' TYPE R INLET (SPECIFIC ON 10" INCREMENT)	0	EA.	\$10,700.00	\$0.00
	15' TYPE R INLET	0	EA.	\$11,000.00	\$0.00
Total Cost					\$0.00

PUBLIC IMPROVMENTS (TOWN) SUBTOTAL \$32,681.93

CONSTRUCTION CONTINGENCY (10%) \$3,268.19
 MOBILIZATION (5%) \$1,634.10
 SURVEYING (3%) \$980.46
 CONSTRUCTION MANAGEMENT & TESTING (12%) \$3,921.83

PUBLIC IMPROVEMENT TOTAL \$42,486.50

SECURITY AT 110% = \$46,735.15

Trails at Crowfoot Filing 15-Landscape Construction Documents Cost Estimate-Open Space

PCS Group

Opinion of Probable Cost

Date: 9.26.2018

Filing 15-Open Space

<u>Improvement</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
Deciduous Trees (2.5" cal)	33	EA	\$ 560.00	\$ 18,480.00
Evergreen Trees (8' ht)	49	EA	\$ 690.00	\$ 33,810.00
Ornamental Trees (2" cal)	15	EA	\$ 480.00	\$ 7,200.00
Deciduous Shrubs (5 gal)	389	EA	\$ 50.00	\$ 19,450.00
Evergreen Shrubs (5 gal)	224	EA	\$ 50.00	\$ 11,200.00
Ornamental Grasses (1 gal)	463	EA	\$ 25.00	\$ 11,575.00
Perennials (1 gal)	277	EA	\$ 15.00	\$ 4,155.00
Native Seed Open Space (w/prep)	28,023	SF	\$ 0.75	\$ 21,017.25
EnviroTurf (w/prep)	39,623	SF	\$ 1.00	\$ 39,623.00
Rock Mulch, 2" Diam. Cobble Rock mulch (3" depth)	14,495	SF	\$ 1.25	\$ 18,118.75
Steel Edger	1,984	LF	\$ 3.00	\$ 5,952.00
Concrete Walk (4" depth) **	927	SF	\$ 7.00	\$ 6,491.28
Crusher Fines (4" depth) **	1,904	SF	\$ 6.00	\$ 11,421.62
Trash Receptacle	4	EA	\$ 1,200.00	\$ 4,800.00
Picnic Tables	1	EA	\$ 1,800.00	\$ 1,800.00
Bench	4	EA	\$ 1,500.00	\$ 6,000.00
Mailbox Kiosk (16 door)	3	EA	\$ 1,400.00	\$ 4,200.00
Irrigation (Spray for native and turf areas)	67,646	SF	\$ 0.90	\$ 60,881.40
Irrigation (Drip emitters for shrub beds)	1	LS	\$ 12,000.00	\$ 12,000.00
			Sub-Total	\$ 298,175.31
			15% Contingency	\$ 44,726.30
			Total	\$ 342,901.60
			110% SIA Total	\$ 377,191.76

*Temporary native seed for disturbed areas and detention areas are included in the Earthwork budget by civil engineer.

**Only concrete walks and crusher fine walks in park spaces have been accounted for the quantities shown above.

Trails at Crowfoot Filing 15-Landscape Construction Documents Cost Estimate-Streetscape

PCS Group

Opinion of Probable Cost

Date: 9.26.2018

Filing 15-Streetscape				
Improvement	Quantity	Unit	Unit Cost	Total
Deciduous Trees (2.5" cal)	17	EA	\$ 560.00	\$ 9,520.00
Deciduous Shrubs (5 gal)	11	EA	\$ 50.00	\$ 550.00
Ornamental Grasses (1 gal)	16	EA	\$ 25.00	\$ 400.00
Perennials (1 gal)	13	EA	\$ 15.00	\$ 195.00
EnviroTurf (w/prep)	6,376	SF	\$ 1.00	\$ 6,376.00
Rock Mulch, 2" Diam. Cobble Rock mulch (3" depth)	450	SF	\$ 1.25	\$ 562.50
Steel Edger	40	LF	\$ 3.00	\$ 120.68
Irrigation (Spray for native and turf areas)	6,376	SF	\$ 0.90	\$ 5,738.40
Irrigation (Drip emitters for shrub beds)	1	LS	\$ 2,000.00	\$ 2,000.00
			Sub-Total	\$ 25,462.58
			15% Contingency	\$ 3,819.39
			Total	\$ 29,281.96
			110% SIA Total	\$ 32,210.16

*Temporary native seed for disturbed areas and detention areas are included in the Earthwork budget by civil engineer.

**Only concrete walks and crusher fine walks in park spaces have been accounted for the quantities shown above.



10333 E. Dry Creek Road
Suite 240
Englewood, Colorado 80112
720.482.9526 Fax 720.482.9546

TRAILS AT CROWFOOT FILING 16 ENGINEER'S ESTIMATE OF ANTICIPATED COSTS

PROJECT: TRAILS AT CROWFOOT FILING 16
CLIENT: HR 935, LLC
ESTIMATE PREPARED BY: CVL CONSULTANTS OF COLORADO, INC.

ACREAGE: 8.954
LOTS: 42
JOB NUMBER: 283701
PHASE: FILING 16
DATE: 7/2/2018

SANITARY SEWER

ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
	8" SEWER (PVC)	1,184	L.F.	\$48.00	\$56,832.00
	12" SEWER (PVC)	0	L.F.	\$54.00	\$0.00
	18" SEWER (PVC)	0	L.F.	\$67.00	\$0.00
	4' DIA. MANHOLE	7	EA.	\$2,850.00	\$19,950.00
	5' DIA. MANHOLE	0	EA.	\$2,850.00	\$0.00
	STANDARD CLEANOUT	0	EA.	\$300.00	\$0.00
	DROP MANHOLE	0	EA.	\$5,000.00	\$0.00
	INTERMEDIATE PLATFORM	0	EA.	\$700.00	\$0.00
	4" SEWER SERVICE	32	EA.	\$1,615.00	\$51,680.00
	20" STEEL CASING	0	L.F.	\$2,000.00	\$0.00
	CONNECTION TO EXISTING MAIN	1	EA.	\$1,900.00	\$1,900.00
					\$130,362.00

WATERLINE

ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
	6" WATERPIPE (DIP)	55	L.F.	\$20.00	\$1,100.00
	8" WATERPIPE (PVC)	1,422	L.F.	\$39.00	\$55,458.00
	12" WATERPIPE (PVC)	0	L.F.	\$57.00	\$0.00
	16" WATERPIPE (DIP)	0	L.F.	\$77.60	\$0.00
	6" GATE VALVE	4	EA.	\$1,000.00	\$4,000.00
	8" GATE VALVE	4	EA.	\$1,750.00	\$7,000.00
	12" GATE VALVE	0	EA.	\$3,000.00	\$0.00
	16" BUTTERFLY VALVE	0	EA.	\$18,000.00	\$0.00
	8" MISC. FITTINGS	12	EA.	\$460.00	\$5,520.00
	12" MISC. FITTINGS	0	EA.	\$730.00	\$0.00
	16" MISC. FITTINGS	0	EA.	\$1,500.00	\$0.00
	AIR / VACUUM VALVE	0	EA.	\$6,700.00	\$0.00
	8" CAP WITH BLOW OFF	0	EA.	\$2,000.00	\$0.00
	2" BLOW OFF VALVE (8" LINE-LOW POINT)	0	EA.	\$2,000.00	\$0.00
	6" BLOW OFF VALVE (16" LINE-LOW POINT)	0	EA.	\$2,500.00	\$0.00
	FIRE HYDRANT WITH 6" LEAD	4	EA.	\$5,000.00	\$20,000.00
	DEEP BURY FIRE HYDRANT WITH 6" LEAD	0	EA.	\$5,500.00	\$0.00
	IRRIGATION SERVICE W/ METER(2")	1	EA.	\$2,500.00	\$2,500.00
	DOMESTIC WATER SERVICE W/ METER	42	EA.	\$1,400.00	\$58,800.00
	20" STEEL CASING	0	L.F.	\$2,000.00	\$0.00
	CONNECTION TO EXISTING MAIN	4	EA.	\$1,000.00	\$4,000.00
					\$158,378.00



CONTINGENCIES 20% OF CONSTRUCTION COSTS = \$57,748.00

Total Filing 2 Water/Sewer= **\$346,488.00**



CVL Consultants of Colorado Inc.
 10333 E Dry Creek Rd
 Suite 240
 Englewood, Co 80112
 720.482.9526 Fax 720.482.9546

**ENGINEERS PUBLIC IMPROVEMENT COST ESTIMATE
 TRAILS AT CROWFOOT FILING 16
 9/14/2018**

ROADWAY

No.	Description	Quantity	Unit	Cost/Unit	Total Cost
	6" VERTICAL CURB & GUTTER (2' PAN)	0	L.F.	\$22.00	\$0.00
	6" VERTICAL CURB & GUTTER (1' PAN)	0	L.F.	\$22.00	\$0.00
	4" MOUNTABLE CURB & GUTTER	66	L.F.	\$24.00	\$1,584.00
	HOT MIX ASPHALT PAVEMENT (5" DEPTH)	40	S.Y.	\$23.50	\$940.00
	CONCRETE PAVEMENT	0	S.Y.	\$90.00	\$0.00
	AGGREGATE BASE COURSE	9	C.Y.	\$40.50	\$360.00
	SUBGRADE STABILIZATION	40	S.Y.	\$2.10	\$84.00
	ROADWAY SUBGRADE PREP (EXTEND 2' OUTSIDE CURB)	40	S.Y.	\$1.25	\$50.00
	5' DETACHED CONCRETE SIDEWALK	38	L.F.	\$27.00	\$1,026.00
	SIDEWALK SUBGRADE PREP (MIN 1' OUTSIDE LIMITS)	30	S.Y.	\$1.25	\$36.94
	CORNER CURB RAMP (INCLUDES SUBGRADE PREP)	2	EA.	\$2,200.00	\$4,400.00
	MIDBLOCK CURB RAMP (INCLUDES SUBGRADE PREP)	0	EA.	\$2,200.00	\$0.00
	CROSS PAN (INCLUDES SUBGRADE PREP)	55	S.Y.	\$103.50	\$5,692.50
	TRENCH DRAIN	0	L.F.	\$19.00	\$0.00
	MEDIAN COVER	0	S.Y.	\$90.00	\$0.00
	ADJUST MANHOLE	3	EA.	\$760.00	\$2,280.00
	ADJUST WATER VALVE	5	EA.	\$425.00	\$2,125.00
Total Cost					\$18,578.44

STRIPING

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	LONG LINE EPOXY PVMT. MARKING	0	GAL	\$105.00	\$0.00
	CROSSWALK BAR	0	S.F.	\$8.00	\$0.00
	STOP BAR	0	S.F.	\$0.93	\$0.00
	ARROW	0	EA.	\$120.00	\$0.00
Total Cost					\$0.00

SIGNAGE (INCLUDE POST AND ANCHOR)

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	STREET NAME SIGN WITH STOP SIGN	0	EA.	\$530.00	\$0.00
	GROUND SIGN	0	EA.	\$280.00	\$0.00
	TYPE III BARRICADE	0	EA.	\$2,500.00	\$0.00
	SPECIAL SIGN (SPEED LIMIT, DEAD END, MISC SIGNS)	0	EA.	\$280.00	\$0.00
Total Cost					\$0.00

DRAINAGE AND STORMWATER IMPROVEMENTS

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	18" RCP	0	L.F.	\$64.00	\$0.00
	24" RCP	0	L.F.	\$83.00	\$0.00
	30" RCP	0	L.F.	\$100.00	\$0.00
	36" RCP	0	L.F.	\$136.00	\$0.00
	48" RCP	0	L.F.	\$200.00	\$0.00
	30" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$2,400.00	\$0.00
	36" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$3,000.00	\$0.00
	48" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$3,400.00	\$0.00
	4' MANHOLE	0	EA.	\$2,500.00	\$0.00
	5' MANHOLE	0	EA.	\$3,070.00	\$0.00
	6' MANHOLE	0	EA.	\$4,380.00	\$0.00
	5' TYPE R INLET	0	EA.	\$9,000.00	\$0.00
	10' TYPE R INLET (SPECIFIC ON 10" INCREMENT)	0	EA.	\$10,700.00	\$0.00
	15' TYPE R INLET	0	EA.	\$11,000.00	\$0.00
Total Cost					\$0.00

PUBLIC IMPROVMENTS (TOWN) SUBTOTAL \$18,578.44

CONSTRUCTION CONTINGENCY (10%) \$1,857.84
 MOBILIZATION (5%) \$928.92
 SURVEYING (3%) \$557.35
 CONSTRUCTION MANAGEMENT & TESTING (12%) \$2,229.41

PUBLIC IMPROVEMENT TOTAL \$24,151.98

SECURITY AT 110% = \$26,567.18

Trails at Crowfoot Filing 16-Landscape Construction Documents Cost Estimate- Open Space

PCS Group

Opinion of Probable Cost

Date: 9.26.2018

Filing 16-Open Space

<u>Improvement</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
Deciduous Trees (2.5" cal)	20	EA	\$ 560.00	\$ 11,200.00
Evergreen Trees (8' ht)	23	EA	\$ 690.00	\$ 15,870.00
Ornamental Trees (2" cal)	44	EA	\$ 480.00	\$ 21,120.00
Deciduous Shrubs (5 gal)	82	EA	\$ 50.00	\$ 4,100.00
Evergreen Shrubs (5 gal)	37	EA	\$ 50.00	\$ 1,850.00
Ornamental Grasses (1 gal)	158	EA	\$ 25.00	\$ 3,950.00
Perennials (1 gal)	96	EA	\$ 15.00	\$ 1,440.00
EnviroTurf (w/prep)	31,550	SF	\$ 1.00	\$ 31,550.00
Rock Mulch, 4" Diam. Cobble Rock mulch (4" depth)	2,267	SF	\$ 1.25	\$ 2,833.75
Steel Edger	587	LF	\$ 3.00	\$ 1,760.38
Concrete Walk (4" depth) **	1,410	SF	\$ 7.00	\$ 9,866.84
Crusher Fines (4" depth) **	679	SF	\$ 3.50	\$ 2,376.28
Trash Receptacle	2	EA	\$ 1,200.00	\$ 2,400.00
Bench	2	EA	\$ 1,500.00	\$ 3,000.00
Irrigation (Spray for native and turf areas)	31,550	SF	\$ 0.90	\$ 28,395.00
Irrigation (Drip emitters for shrub beds)	1	LS	\$ 3,000.00	\$ 3,000.00
			Sub-Total	\$ 144,712.25
			15% Contingency	\$ 21,706.84
			Total	\$ 166,419.09
			110% SIA Total	\$ 183,061.00

*Temporary native seed for disturbed areas and detention areas are included in the Earthwork budget by civil engineer.

**Only concrete walks and crusher fine walks in park spaces have been accounted for the quantities shown above.

Trails at Crowfoot Filing 16-Landscape Construction Documents Cost Estimate- Streetscape

PCS Group

Opinion of Probable Cost

Date: 9.26.2018

Filing 16-Streetscape

<u>Improvement</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
Deciduous Trees (2.5" cal)	40	EA	\$ 560.00	\$ 22,400.00
Evergreen Shrubs (5 gal)	11	EA	\$ 50.00	\$ 550.00
Ornamental Grasses (1 gal)	34	EA	\$ 25.00	\$ 850.00
EnviroTurf (w/prep)	13,267	SF	\$ 1.00	\$ 13,267.00
Mailbox Kiosk (16 door)	3	EA	\$ 1,400.00	\$ 4,200.00
Irrigation (Spray for native and turf areas)	13,267	SF	\$ 0.90	\$ 11,940.30
			Sub-Total	\$ 53,207.30
			15% Contingency	\$ 7,981.10
			Total	\$ 61,188.40
			110% SIA Total	\$ 67,307.23

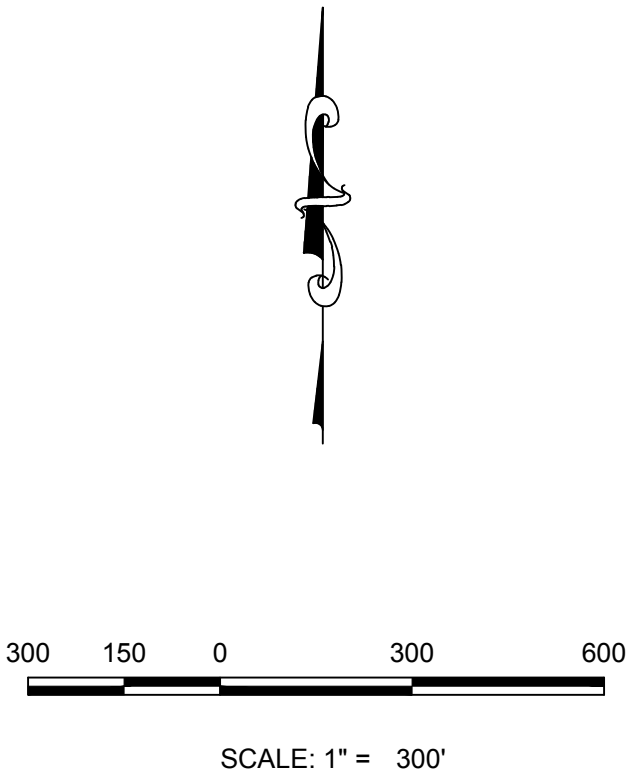
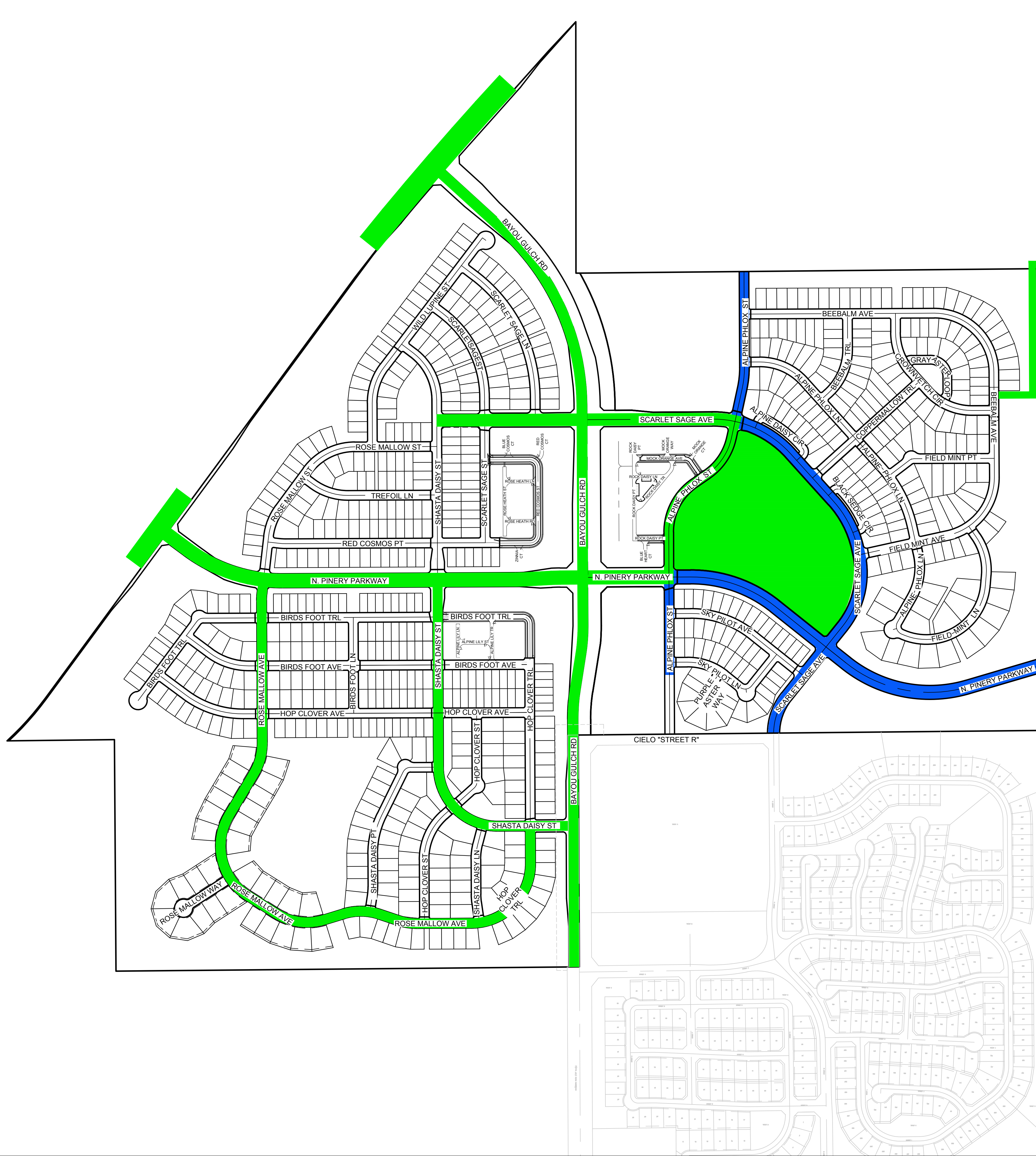
*Temporary native seed for disturbed areas and detention areas are included in the Earthwork budget by civil engineer.

**Only concrete walks and crusher fine walks in park spaces have been accounted for the quantities shown above.

EXHIBIT E

Maps Depicting Public Improvements

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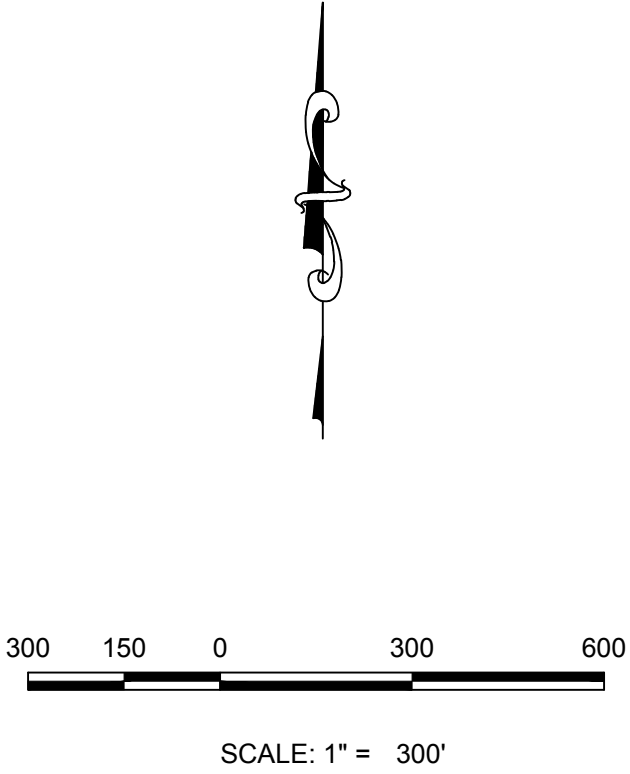
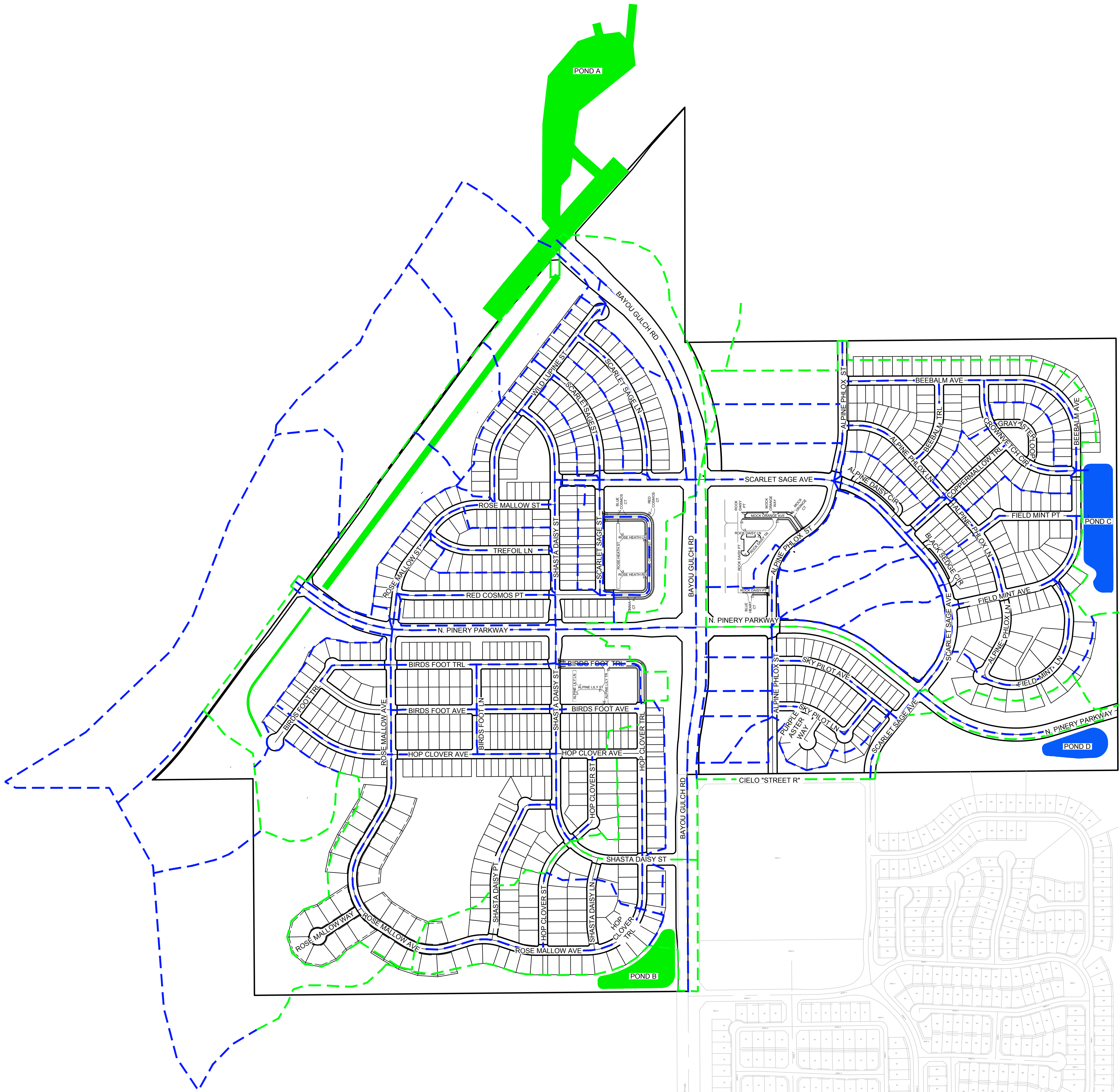


LEGEND

- FILING 1 JDA IMPROVEMENTS
FILING 9 JDA IMPROVEMENTS

		10333 E. Dry Creek Rd. Suite 240 Englewood, CO 80112 Tel: (720) 482-9526 Fax: (720) 482-9546				TRAILS AT CROWFOOT IGA STREET EXHIBIT					
						SCALE: AS SHOWN		DRAWN BY: BPW		SHEET NO: 1	
						FILE NO: 8130283701		CHECKED BY: JJJ			
								DATE: 05-06-2019			
No.	Revisions	Date	Init.	Appr.	Date						

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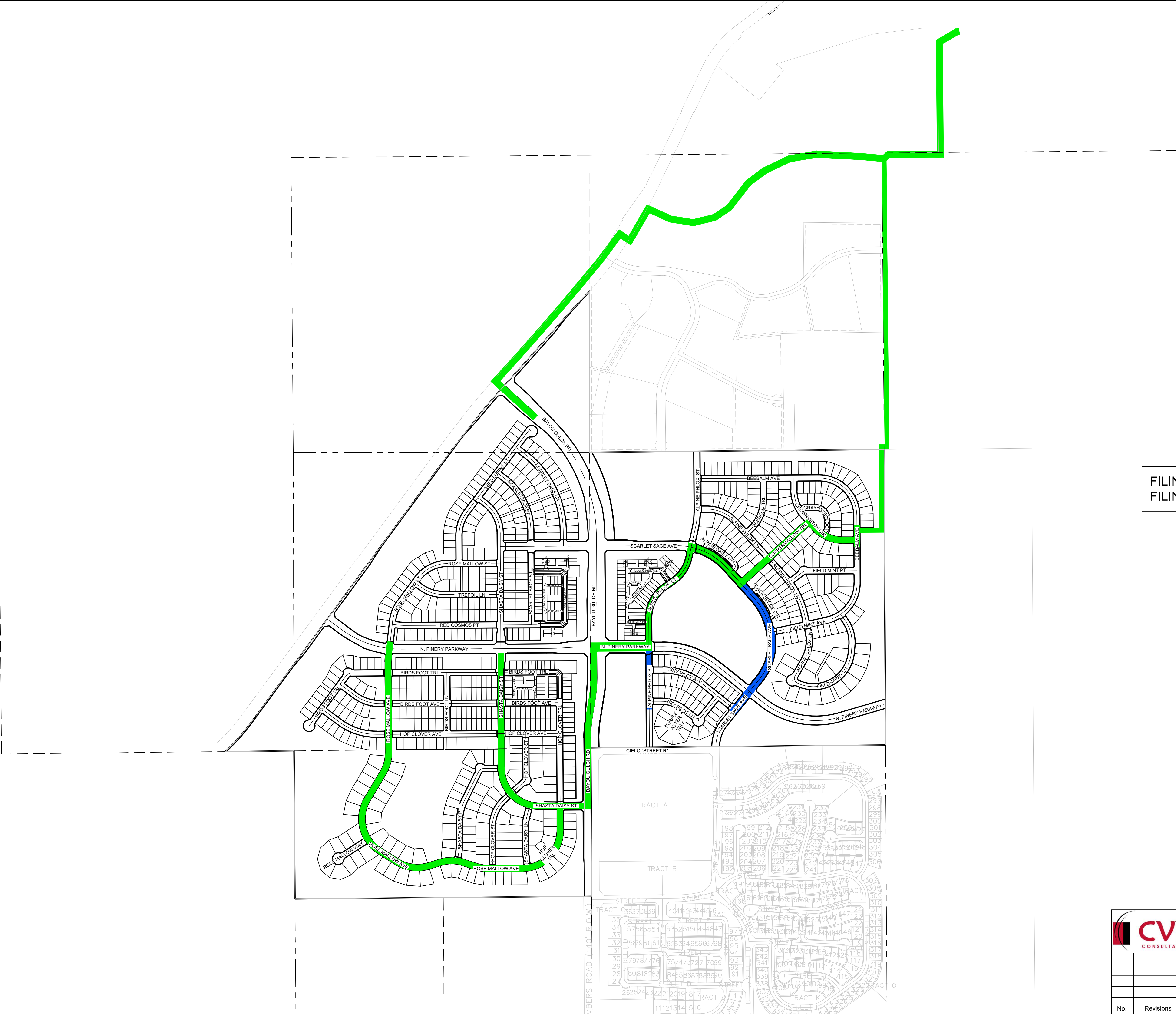


LEGEND

FILING 1 POND IMPROVEMENTS	
FILING 9 POND IMPROVEMENTS	
BASIN LINE	
MAJOR BASIN LINE	

		10333 E. Dry Creek Rd. Suite 240 Englewood, CO 80112 Tel: (720) 482-9526 Fax: (720) 482-9546		TRAILS AT CROWFOOT IGA DRAINAGE EXHIBIT	
SCALE: AS SHOWN		DRAWN BY: BPW		SHEET NO:	
FILE NO: 8130283701		CHECKED BY: JJJ		2	
No.		DATE: 05-06-2019			
Revisions	Date	Init.	Appr.	Date	

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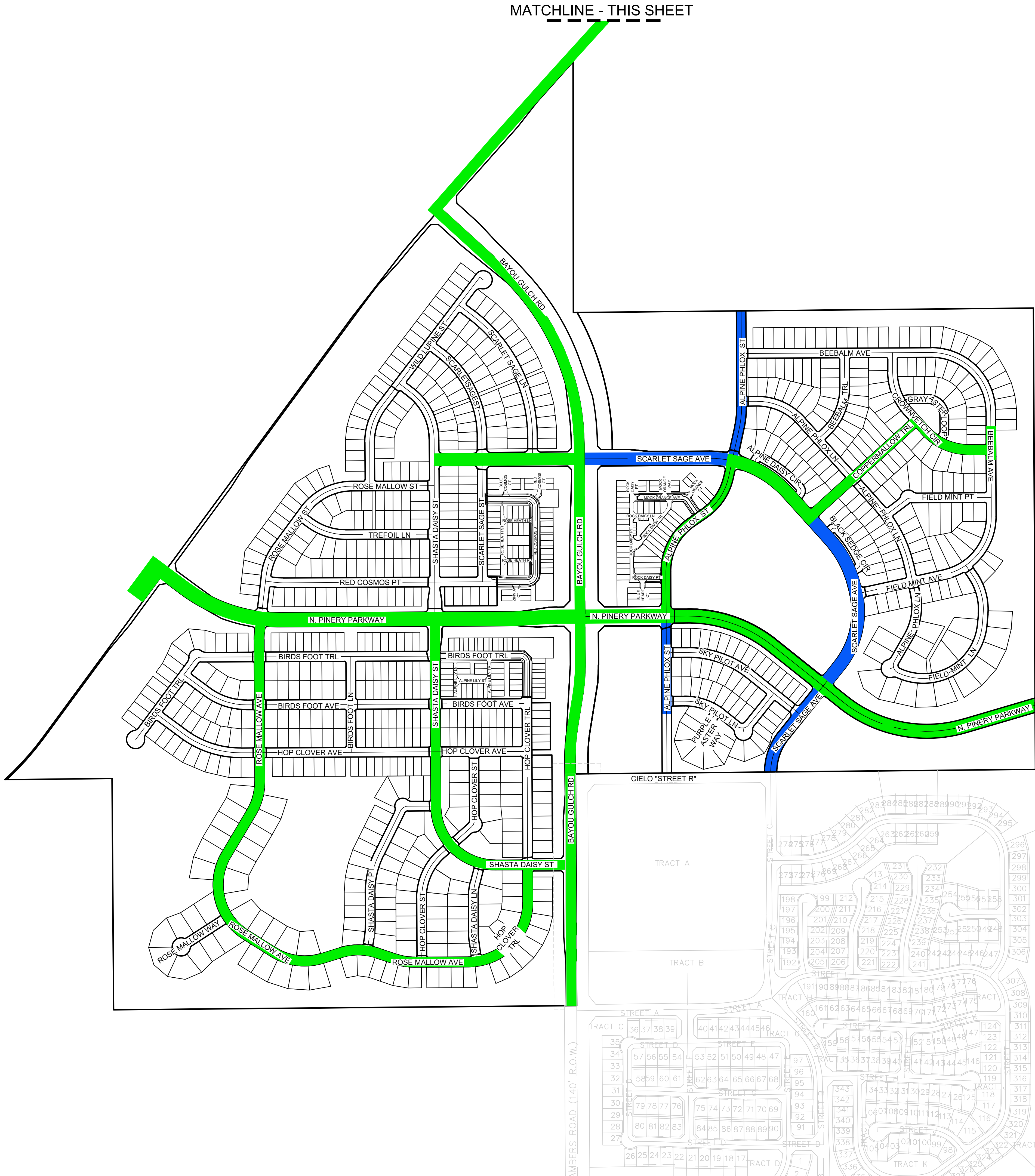


LEGEND

- FILING 1 SANITARY IMPROVEMENTS
- FILING 9 SANITARY IMPROVEMENTS

CVL CONSULTANTS 10333 E. Dry Creek Rd. Suite 240 Englewood, CO 80112 Tel: (720) 482-9526 Fax: (720) 482-9546						TRAILS AT CROWFOOT IGA SANITARY EXHIBIT					
						SCALE: AS SHOWN		DRAWN BY: BPW		SHEET NO: 3	
						FILE NO: 8130283701		CHECKED BY: JJJ			
								DATE: 05-06-2019			
No.	Revisions	Date	Init.	Appr.	Date						

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SCALE: 1" = 300'

LEGEND

FILING 1 WATER IMPROVEMENTS
FILING 9 WATER IMPROVEMENTS



MATCHLINE - THIS SHEET



10333 E. Dry Creek Rd.
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Tel: (720) 482-9526
Fax: (720) 482-9546

TRAILS AT CROWFOOT IGA WATER EXHIBIT

No.	Revisions	Date	Init.	Appr.	Date

SCALE:
AS SHOWN
FILE NO:
8130283701

DRAWN BY:
BPW
CHECKED BY:
JJJ
DATE:
05-06-2019

SHEET NO:
4

EXHIBIT F

Financial Plan

May 3, 2019

Hess Ranch Metropolitan Districts Nos. 1-3

To be known as Trails at Crowfoot Metropolitan District Nos. 1-3

Attention: Kristin Bowers Tompkins, Esq.

White Bear Ankele Tanaka & Waldron Professional Corporation

2154 East Commons Avenue, Suite 2000

Centennial, Colorado 80122

RE: Service Plan Amendments

We have analyzed the bonding capacity in connection with the Service Plan amendments for Hess Ranch Metropolitan Districts Nos. 1-3, to be known as Trails at Crowfoot Metropolitan District Nos. 1-3 (collectively, the “Districts”). The analysis presented summarizes and presents information provided by E5X Management, Inc. (“the Developer”) and does not include independently verifying the accuracy of the information or assumptions.

Assumptions

The following assumptions have been provided by the Developer and form the basis of the analysis.

1. The development is comprised of the development outlined below. In all cases, it is assumed home prices will increase at a rate of 2% per annum.
 - a. 84 single family residential homes which are projected to be completed from 2020 through 2023. The average price is modeled at \$425,000.
 - b. 244 single family residential homes which are projected to be completed from 2020 to 2023. The average price is modeled at \$500,000.
 - c. 277 single family residential homes which are projected to be completed from 2020 through 2023. The average price is modeled at \$550,000.
 - d. 100 single family residential homes which are projected to be completed from 2020 through 2023. The average price is modeled at \$650,000.
 - e. 49 single family residential homes which are projected to be completed from 2020 through 2023. The average price is modeled at \$800,000.
 - f. 136 duplex residential units which are projected to be completed from 2020 through 2023. The average price is modeled at \$425,000.
 - g. 80,000 total square feet of commercial development which is projected to be completed in 2023. The value per square foot is assumed to be \$200 per square foot.

2. The debt service mill levy target is 57.0 mills beginning in tax collection year 2020. Additionally, the model assumes that an additional 10 mills will be pledged to the bonds, for a total of 67 mills available to the bonds.
3. The District is modeled to issue senior bonds in December 2020 with a par of \$72,055,000. An interest rate of 4.20% was modeled based upon a 40-year term. At issuance, it is projected that the District will fund \$7,565,775 for Capitalized Interest, \$5,257,324 for a Debt Service Reserve Fund and \$1,741,100 in costs of issuance with bond proceeds. The remaining \$57,490,801 is projected to reimburse the Developer for eligible expenses.
4. Specific Ownership Tax revenues have been calculated based on applying a factor of 6.0% to annual property tax revenues.
5. It is projected that 98% of property taxes levied will be collected and available to the District.
6. It is projected that there will be a 4% biennial inflation rate on assessments. The bonding capacity could be higher if the rate of assessment inflation is greater or conversely lower if the inflation rate is below 4%.

Estimate of Potential Bonding Capacity

Total bonding capacity based on the assumptions outlined, is projected to be approximately \$90,068,750, which is 125% of \$72,055,000, or the par amount of the 2020 bonds as shown in the model.

Based upon the development assumptions provided and the financial assumptions contained in the attached projected Financing Plan for the Districts' amended Service Plans, the projected revenue is sufficient to retire all Debt referenced in the Financing Plan within the restrictions set forth in the Districts' Service Plans, including but not limited to the maximum debt mill levies and mill levy imposition terms permitted.

The assumptions disclosed in the Financial Plan are those of the Developer and have not been independently reviewed by D.A. Davidson. Those assumptions identified are believed to be the significant factors in determining financial feasibility; however, they are likely not to be all-inclusive. There will be differences between forecasted and actual results, because events and circumstances frequently do not occur as projected, and those differences may be material. Key assumptions — like those relating to market values of real property improvements and the build out schedule of such property — are particularly sensitive in terms of the timing necessary to create the tax base for the Districts. A small variation in these variables, and to their timing, can have a large effect on the forecasted results. There is a high probability that the forecasted results will differ from realized future tax base factors and such variations can be material. Additionally, other key assumptions relating to inflation, assessment ratios, interest rates, and infrastructure, administrative, and operating costs may, and likely will, vary from those projected.

Because D.A. Davidson has not independently evaluated or reviewed the assumptions that the financial model is based upon, we do not vouch for the achievability (and disclaim any opinion) of the information provided. Furthermore, because of the inherent nature of future events, which are subject to change and variation as events and circumstances change, the actual results may vary materially from the results presented here. D.A. Davidson has no responsibility or obligation to update this information or this financial model for events occurring after the date of this report.

D.A. Davidson serves as the Districts' underwriter and not as financial advisor or municipal advisor. Unlike a municipal advisor, D.A. Davidson does not have a fiduciary duty to the Districts under the federal securities laws.

Respectfully submitted,

D.A. DAVIDSON & CO. FIXED INCOME CAPITAL MARKETS

A handwritten signature in blue ink, appearing to read "Zach Bishop", with a stylized flourish extending from the end.

Zach Bishop

Managing Director, Public Finance

HESS RANCH METROPOLITAN DISTRICT NOS. 1-3
TO BE KNOWN AS TRAILS AT CROWFOOT METROPOLITAN DISTRICT Nos. 1-3

Dev. Projection at \$7,000 (target) District Mills + 5,000 Infrastructure Capital Mills + 5,000 Town Capital & Maint. Mills for Debt Service -- 05/03/2019

Series 2020, G.O. Bonds, Non-Rated, 100x, 40-yr. Maturity -- SERVICE PLAN

YEAR	<<<<<<< Residential >>>>>>>			< Platted/Developed Lots >			<<<<<<<<< Commercial >>>>>>>>>			Total Assessed Value	District D/S Mill Levy [57,000 Target] [57,000 Cap]	District D/S Mill Levy Collections @ 98%	District S.O. Taxes Collected @ 6%	Infra. Capital Mill Levy [5,000 Mills]	Regional Mill Levy Collections @ 98%	Regional S.O. Taxes Collected @ 6%	Town Cap. & Maint. Mill Levy [5,000 Mills]	Regional Mill Levy Collections @ 98%	Regional S.O. Taxes Collected @ 6%	Total Available Revenue
	Total Res't Units	Mkt Value Biennial Reasses'mt @ 4.0%	Cumulative Market Value	As'ed Value @ 7.20% of Market (2-yr lag)	Cumulative Market Value	As'ed Value @ 29.00% of Market (2-yr lag)	Total Comm'l Sq. Ft.	Mkt Value Biennial Reasses'mt @ 4.0%	Cumulative Market Value											
2017	0	0	0	0	0	0	0	0	0											
2018	0	0	0	0	0	0	0	0	0											
2019	0	0	0	0	0	0	0	0	0											
2020	200	0	107,941,500	0	15,887,500	0	0	0	0	0	57,000	\$0	\$0	5,000	\$0	\$0	5,000	\$0	\$0	0
2021	300	0	273,235,050	0	15,887,500	3,068,925	0	0	0	3,068,925	57,000	171,430	10,286	5,000	15,038	902	5,000	15,038	902	213,596
2022	300	10,929,402	452,763,873	7,771,788	6,447,500	4,607,375	0	0	0	12,379,163	57,000	691,500	41,490	5,000	60,658	3,639	5,000	60,658	3,639	861,585
2023	90	0	505,234,772	19,672,924	0	4,607,375	80,000	0	0	24,280,299	57,000	1,356,297	81,378	5,000	118,973	7,138	5,000	118,973	7,138	1,689,899
2024	0	20,209,391	525,444,163	32,598,999	0	1,889,775	0	692,757	18,011,671	34,468,774	57,000	1,925,426	115,526	5,000	168,897	10,134	5,000	168,897	10,134	2,399,013
2025	0	0	525,444,163	36,376,904	0	0	0	0	18,011,671	5,022,485	57,000	2,312,570	138,754	5,000	202,857	12,171	5,000	202,857	12,171	2,881,381
2026	0	21,017,767	546,461,929	37,831,980	0	0	0	720,467	18,732,138	5,223,385	57,000	2,405,073	144,304	5,000	210,971	12,658	5,000	210,971	12,658	2,996,636
2027	0	0	546,461,929	37,831,980	0	0	0	0	18,732,138	5,432,320	57,000	2,405,073	144,304	5,000	210,971	12,658	5,000	210,971	12,658	2,996,636
2028	0	21,858,477	568,320,407	39,345,259	0	0	0	749,286	19,481,424	5,432,320	57,000	2,501,276	150,077	5,000	219,410	13,165	5,000	219,410	13,165	3,116,502
2029	0	0	568,320,407	39,345,259	0	0	0	0	19,481,424	5,432,320	57,000	2,501,276	150,077	5,000	219,410	13,165	5,000	219,410	13,165	3,116,502
2030	0	22,732,816	591,053,223	40,919,069	0	0	0	779,257	20,260,680	5,649,613	57,000	2,601,327	156,080	5,000	228,187	13,691	5,000	228,187	13,691	3,241,162
2031	0	0	591,053,223	40,919,069	0	0	0	0	20,260,680	5,649,613	57,000	2,601,327	156,080	5,000	228,187	13,691	5,000	228,187	13,691	3,241,162
2032	0	23,642,129	614,695,352	42,555,832	0	0	0	810,427	21,071,108	5,875,597	57,000	2,705,380	162,323	5,000	237,314	14,239	5,000	237,314	14,239	3,370,808
2033	0	0	614,695,352	42,555,832	0	0	0	0	21,071,108	5,875,597	57,000	2,705,380	162,323	5,000	237,314	14,239	5,000	237,314	14,239	3,370,808
2034	0	24,587,814	639,283,166	44,258,065	0	0	0	842,844	21,913,952	6,110,621	57,000	2,813,595	168,816	5,000	246,807	14,808	5,000	246,807	14,808	3,505,640
2035	0	0	639,283,166	44,258,065	0	0	0	0	21,913,952	6,110,621	57,000	2,813,595	168,816	5,000	246,807	14,808	5,000	246,807	14,808	3,505,640
2036	0	25,571,327	664,854,492	46,028,388	0	0	0	876,558	22,790,510	6,355,046	57,000	2,926,139	175,568	5,000	256,679	15,401	5,000	256,679	15,401	3,645,866
2037	0	0	664,854,492	46,028,388	0	0	0	0	22,790,510	6,355,046	57,000	2,926,139	175,568	5,000	256,679	15,401	5,000	256,679	15,401	3,645,866
2038	0	26,594,180	691,448,672	47,869,523	0	0	0	911,620	23,702,130	6,609,248	57,000	3,043,184	182,591	5,000	266,946	16,017	5,000	266,946	16,017	3,791,701
2039	0	0	691,448,672	47,869,523	0	0	0	0	23,702,130	6,609,248	57,000	3,043,184	182,591	5,000	266,946	16,017	5,000	266,946	16,017	3,791,701
2040	0	27,657,947	719,106,619	49,784,304	0	0	0	948,085	24,650,216	6,873,618	57,000	3,164,912	189,895	5,000	277,624	16,657	5,000	277,624	16,657	3,943,369
2041	0	0	719,106,619	49,784,304	0	0	0	0	24,650,216	6,873,618	57,000	3,164,912	189,895	5,000	277,624	16,657	5,000	277,624	16,657	3,943,369
2042	0	28,764,265	747,870,884	51,775,677	0	0	0	986,009	25,636,224	7,148,563	57,000	3,291,508	197,490	5,000	288,729	17,324	5,000	288,729	17,324	4,101,103
2043	0	0	747,870,884	51,775,677	0	0	0	0	25,636,224	7,148,563	57,000	3,291,508	197,490	5,000	288,729	17,324	5,000	288,729	17,324	4,101,103
2044	0	29,914,835	777,785,719	53,846,704	0	0	0	1,025,449	26,661,673	7,434,505	57,000	3,423,168	205,390	5,000	300,278	18,017	5,000	300,278	18,017	4,265,148
2045	0	0	777,785,719	53,846,704	0	0	0	0	26,661,673	7,434,505	57,000	3,423,168	205,390	5,000	300,278	18,017	5,000	300,278	18,017	4,265,148
2046	0	31,111,429	808,897,148	56,000,572	0	0	0	1,066,467	27,728,140	7,731,885	57,000	3,560,095	213,606	5,000	312,289	18,737	5,000	312,289	18,737	4,435,754
2047	0	0	808,897,148	56,000,572	0	0	0	0	27,728,140	7,731,885	57,000	3,560,095	213,606	5,000	312,289	18,737	5,000	312,289	18,737	4,435,754
2048	0	32,355,886	841,253,034	58,240,595	0	0	0	1,109,126	28,837,266	8,041,161	57,000	3,702,499	222,150	5,000	324,781	19,487	5,000	324,781	19,487	4,613,184
2049	0	0	841,253,034	58,240,595	0	0	0	0	28,837,266	8,041,161	57,000	3,702,499	222,150	5,000	324,781	19,487	5,000	324,781	19,487	4,613,184
2050	0	33,650,121	874,903,155	60,570,218	0	0	0	1,153,491	29,990,756	8,362,807	57,000	3,850,599	231,036	5,000	337,772	20,266	5,000	337,772	20,266	4,797,711
2051	0	0	874,903,155	60,570,218	0	0	0	0	29,990,756	8,362,807	57,000	3,850,599	231,036	5,000	337,772	20,266	5,000	337,772	20,266	4,797,711
2052	0	34,996,126	909,899,281	62,993,027	0	0	0	1,199,630	31,190,387	8,697,319	57,000	4,004,623	240,277	5,000	351,283	21,077	5,000	351,283	21,077	4,989,619
2053	0	0	909,899,281	62,993,027	0	0	0	0	31,190,387	8,697,319	57,000	4,004,623	240,277	5,000	351,283	21,077	5,000	351,283	21,077	4,989,619
2054	0	36,395,971	946,295,253	65,512,748	0	0	0	1,247,615	32,438,002	9,045,212	57,000	4,164,808	249,888	5,000	365,334	21,920	5,000	365,334	21,920	5,189,204
2055	0	0	946,295,253	65,512,748	0	0	0	0	32,438,002	9,045,212	57,000	4,164,808	249,888	5,000	365,334	21,920	5,000	365,334	21,920	5,189,204
2056	0	37,851,810	984,147,063	68,133,258	0	0	0	1,297,520	33,735,522	9,407,021	57,000	4,331,400	259,884	5,000	379,947	22,797	5,000	379,947	22,797	5,396,772
2057	0	0	984,147,063	68,133,258	0	0	0	0	33,735,522	9,407,021	57,000	4,331,400	259,884	5,000	379,947	22,797	5,000	379,947	22,797	5,396,772
2058	0	39,365,883	1,023,512,945	70,858,589	0	0	0	1,349,421	35,084,943	9,783,301	57,000	4,504,656	270,279	5,000	395,145	23,709	5,000	395,145	23,709	5,612,843
2059	0	0	1,023,512,945	70,858,589	0	0	0	0	35,084,943	9,783,301	57,000	4,504,656	270,279	5,000	395,145	23,709	5,000	395,145	23,709	5,612,843
2060	0	40,940,518	1,064,453,463	73,692,932	0	0	0	1,403,398	36,488,341	10,174,634	57,000	4,684,842	281,091	5,000	410,951	24,657	5,000	410,951	24,657	5,837,149
	890	570,148,093					80,000	19,169,426				125,130,543	7,507,833		10,976,363	658,582		10,976,363	658,582	155,908,267

HESS RANCH METROPOLITAN DISTRICT NOS. 1-3

TO BE KNOWN AS TRAILS AT CROWFOOT METROPOLITAN DISTRICT NOS. 1-3

Dev. Projection at 57.000 (target) District Mills + 5.000 Infrastructure Capital Mills + 5.000 Town Capital & Maint. Mills for Debt Service -- 05/03/2019

Series 2020, G.O. Bonds, Non-Rated, 100x, 40-yr. Maturity -- SERVICE PLAN

YEAR	Net Available for Debt Svc @ 100%	Ser. 2020A \$72,055,000 Par [Net \$57,491 MM] Net Debt Service	Annual Surplus	Surplus Release @	Cumulative Surplus	Snr. Debt/ Assessed Ratio	Snr. Debt/ Act'l Value Ratio	Cov. of Net DS: @ District + Infra. Capital + Town C&M + Cum. Surplus Bal.
2017				n/a				
2018				n/a				
2019	\$0			n/a				0%
2020	0	\$0	\$0		0	2348%	25%	0%
2021	213,596	0	213,596	0	213,596	582%	16%	0%
2022	861,585	0	861,585	0	1,075,181	297%	14%	0%
2023	1,689,899	1,513,155	176,744	0	1,251,925	209%	13%	194%
2024	2,399,013	3,026,310	(627,297)	0	624,628	174%	13%	100%
2025	2,881,381	3,026,310	(144,929)	0	479,699	167%	13%	111%
2026	2,996,636	3,026,310	(29,674)	0	450,025	167%	13%	114%
2027	2,996,636	3,026,310	(29,674)	0	420,351	161%	12%	113%
2028	3,116,502	3,116,310	192	0	420,542	161%	12%	114%
2029	3,116,502	3,112,530	3,972	0	424,514	154%	12%	114%
2030	3,241,162	3,238,750	2,412	0	426,926	154%	12%	113%
2031	3,241,162	3,239,510	1,652	0	428,577	147%	11%	113%
2032	3,370,808	3,369,850	958	0	429,535	147%	11%	113%
2033	3,370,808	3,369,310	1,498	0	431,034	140%	11%	113%
2034	3,505,640	3,503,140	2,500	0	433,534	139%	11%	112%
2035	3,505,640	3,500,670	4,970	0	438,504	133%	10%	113%
2036	3,645,866	3,642,360	3,506	0	442,010	131%	10%	112%
2037	3,645,866	3,642,120	3,746	0	445,757	125%	10%	112%
2038	3,791,701	3,790,620	1,081	0	446,837	123%	9%	112%
2039	3,791,701	3,791,560	141	0	446,978	117%	9%	112%
2040	3,943,369	3,940,820	2,549	0	449,527	115%	9%	112%
2041	3,943,369	3,942,100	1,269	0	450,795	108%	8%	112%
2042	4,101,103	4,096,280	4,823	0	455,619	106%	8%	111%
2043	4,101,103	4,096,850	4,253	0	459,872	99%	8%	111%
2044	4,265,148	4,264,900	248	0	460,120	97%	7%	111%
2045	4,265,148	4,263,290	1,858	0	461,978	90%	7%	111%
2046	4,435,754	4,433,740	2,014	0	463,991	87%	7%	111%
2047	4,435,754	4,433,900	1,854	0	465,845	80%	6%	111%
2048	4,613,184	4,610,490	2,694	0	468,538	77%	6%	110%
2049	4,613,184	4,610,950	2,234	0	470,772	70%	5%	110%
2050	4,797,711	4,797,210	501	0	471,273	66%	5%	110%
2051	4,797,711	4,796,290	1,421	0	472,694	60%	5%	110%
2052	4,989,619	4,985,540	4,079	0	476,773	55%	4%	110%
2053	4,989,619	4,986,770	2,849	0	479,623	49%	4%	110%
2054	5,189,204	5,187,330	1,874	0	481,497	44%	3%	109%
2055	5,189,204	5,188,610	594	0	482,091	37%	3%	109%
2056	5,396,772	5,393,380	3,392	0	485,484	32%	2%	109%
2057	5,396,772	5,392,820	3,952	0	489,436	25%	2%	109%
2058	5,612,643	5,609,910	2,733	0	492,169	19%	1%	109%
2059	5,612,643	5,610,200	2,443	0	494,613	13%	1%	109%
2060	5,837,149	5,834,766	2,383	496,996	0	0%	0%	100%
	155,908,267	155,411,271	496,996	496,996				

[1Apr1819 20nrspl]

HESS RANCH METROPOLITAN DISTRICT NOS. 1-3
TO BE KNOWN AS TRAILS AT CROWFOOT METROPOLITAN DISTRICT NOS. 1-3
Operations Revenue and Expense Projection -- 05/03/2019

YEAR	Total Assessed Value	Operations Mill Levy	Total Collections @ 98%	S.O. Taxes Collected @ 6%	Total Available For O&M	Total Mills
2017						
2018						
2019	0	10.000	\$0	\$0	\$0	77.000
2020	0	10.000	0	0	0	77.000
2021	3,068,925	10.000	30,075	1,805	31,880	77.000
2022	12,379,163	10.000	121,316	7,279	128,595	77.000
2023	24,280,299	10.000	237,947	14,277	252,224	77.000
2024	34,468,774	10.000	337,794	20,268	358,062	77.000
2025	41,399,389	10.000	405,714	24,343	430,057	77.000
2026	43,055,364	10.000	421,943	25,317	447,259	77.000
2027	43,055,364	10.000	421,943	25,317	447,259	77.000
2028	44,777,579	10.000	438,820	26,329	465,149	77.000
2029	44,777,579	10.000	438,820	26,329	465,149	77.000
2030	46,568,682	10.000	456,373	27,382	483,755	77.000
2031	46,568,682	10.000	456,373	27,382	483,755	77.000
2032	48,431,429	10.000	474,628	28,478	503,106	77.000
2033	48,431,429	10.000	474,628	28,478	503,106	77.000
2034	50,368,687	10.000	493,613	29,617	523,230	77.000
2035	50,368,687	10.000	493,613	29,617	523,230	77.000
2036	52,383,434	10.000	513,358	30,801	544,159	77.000
2037	52,383,434	10.000	513,358	30,801	544,159	77.000
2038	54,478,771	10.000	533,892	32,034	565,925	77.000
2039	54,478,771	10.000	533,892	32,034	565,925	77.000
2040	56,657,922	10.000	555,248	33,315	588,562	77.000
2041	56,657,922	10.000	555,248	33,315	588,562	77.000
2042	58,924,239	10.000	577,458	34,647	612,105	77.000
2043	58,924,239	10.000	577,458	34,647	612,105	77.000
2044	61,281,209	10.000	600,556	36,033	636,589	77.000
2045	61,281,209	10.000	600,556	36,033	636,589	77.000
2046	63,732,457	10.000	624,578	37,475	662,053	77.000
2047	63,732,457	10.000	624,578	37,475	662,053	77.000
2048	66,281,755	10.000	649,561	38,974	688,535	77.000
2049	66,281,755	10.000	649,561	38,974	688,535	77.000
2050	68,933,026	10.000	675,544	40,533	716,076	77.000
2051	68,933,026	10.000	675,544	40,533	716,076	77.000
2052	71,690,347	10.000	702,565	42,154	744,719	77.000
2053	71,690,347	10.000	702,565	42,154	744,719	77.000
2054	74,557,960	10.000	730,668	43,840	774,508	77.000
2055	74,557,960	10.000	730,668	43,840	774,508	77.000
2056	77,540,279	10.000	759,895	45,594	805,488	77.000
2057	77,540,279	10.000	759,895	45,594	805,488	77.000
2058	80,641,890	10.000	790,291	47,417	837,708	77.000
2059	80,641,890	10.000	790,291	47,417	837,708	77.000
2060	83,867,566	10.000	821,902	49,314	871,216	77.000
			21,952,727	1,317,164	23,269,891	

HESS RANCH METROPOLITAN DISTRICT NOS. 1-3

TO BE KNOWN AS TRAILS AT CROWFOOT METROPOLITAN DISTRICT NOS. 1-3

Development Projection -- Buildout Plan (updated 4/17/19)

Residential Development															
YEAR	<u>SFDs 35'</u>					<u>SFDs 40'</u>					<u>SFDs 50'</u>				
	Incr/(Decr) in					Incr/(Decr) in					Incr/(Decr) in				
	Finished Lot					Finished Lot					Finished Lot				
	# Lots	Value @	# Units	Price	Market	# Lots	Value @	# Units	Price	Market	# Lots	Value @	# Units	Price	Market
	Devel'd	10%	84 target	Inflated @ 2%	Value	Devel'd	10%	244 target	Inflated @ 2%	Value	Devel'd	10%	277 target	Inflated @ 2%	Value
2017	0	0		\$425,000	0	0	0		\$500,000	0	0	0		\$550,000	0
2018	0	0		425,000	0	0	0		500,000	0	0	0		550,000	0
2019	19	807,500		425,000	0	55	2,750,000		500,000	0	61	3,355,000		550,000	0
2020	28	382,500	19	433,500	8,236,500	83	1,400,000	55	510,000	28,050,000	89	1,540,000	61	561,000	34,221,000
2021	28	0	28	442,170	12,380,760	83	0	83	520,200	43,176,600	89	0	89	572,220	50,927,580
2022	9	(807,500)	28	451,013	12,628,375	23	(3,000,000)	83	530,604	44,040,132	38	(2,805,000)	89	583,664	51,946,132
2023	0	(382,500)	9	460,034	4,140,303	0	(1,150,000)	23	541,216	12,447,970	0	(2,090,000)	38	595,338	22,622,832
2024	0	0	0	469,234	0	0	0	0	552,040	0	0	0	0	607,244	0
2025	0	0	0	478,619	0	0	0	0	563,081	0	0	0	0	619,389	0
2026	0	0	0	488,191	0	0	0	0	574,343	0	0	0	0	631,777	0
2027	0	0	0	497,955	0	0	0	0	585,830	0	0	0	0	644,413	0
2028	0	0	0	507,914	0	0	0	0	597,546	0	0	0	0	657,301	0
2029	0	0	0	518,073	0	0	0	0	609,497	0	0	0	0	670,447	0
2030	0	0	0	528,434	0	0	0	0	621,687	0	0	0	0	683,856	0
2031	0	0	0	539,003	0	0	0	0	634,121	0	0	0	0	697,533	0
2032	0	0	0	549,783	0	0	0	0	646,803	0	0	0	0	711,484	0
2033	0	0	0	560,778	0	0	0	0	659,739	0	0	0	0	725,713	0
2034	0	0	0	571,994	0	0	0	0	672,934	0	0	0	0	740,228	0
2035	0	0	0	583,434	0	0	0	0	686,393	0	0	0	0	755,032	0
2036	0	0	0	595,103	0	0	0	0	700,121	0	0	0	0	770,133	0
2037		0	0	607,005	0		0	0	714,123	0		0	0	785,535	0
	84	0	84		37,385,938	244	(0)	244		127,714,702	277	0	277		159,717,544

HESS RANCH METROPOLITAN DISTRICT NOS. 1-3
TO BE KNOWN AS TRAILS AT CROWFOOT METROPOLITAN DISTRICT NOS. 1-3

Development Projection -- Buildout Plan (updated 4/17/19)

																Residential Summary	
	<u>SFDs 60'</u>					<u>SFDs 70'</u>					<u>Duplex</u>						
	Incr/(Decr) in		# Units	Price		Incr/(Decr) in		# Units	Price		Incr/(Decr) in		# Units	Price		Total	Total
	Finished Lot	Value @		Inflated @	Market	Finished Lot	Value @		Inflated @	Market	Finished Lot	Value @		Inflated @	Market	Residential	
YEAR	# Lots	10%	Completed	2%	Value	# Lots	10%	49 target	2%	Value	# Lots	10%	136 target	2%	Value	Market Value	Res'l Units
2017	0	0		\$650,000	0	0	0		\$800,000	0	0	0		\$425,000	0	\$0	0
2018	0	0		650,000	0	0	0		800,000	0	0	0		425,000	0	0	0
2019	22	1,430,000		650,000	0	11	880,000		800,000	0	32	1,360,000		425,000	0	0	0
2020	34	780,000	22	663,000	14,586,000	17	480,000	11	816,000	8,976,000	49	722,500	32	433,500	13,872,000	107,941,500	200
2021	34	0	34	676,260	22,992,840	17	0	17	832,320	14,149,440	49	0	49	442,170	21,666,330	165,293,550	300
2022	10	(1,560,000)	34	689,785	23,452,697	4	(1,040,000)	17	848,966	14,432,429	6	(1,827,500)	49	451,013	22,099,657	168,599,421	300
2023	0	(650,000)	10	703,581	7,035,809	0	(320,000)	4	865,946	3,463,783	0	(255,000)	6	460,034	2,760,202	52,470,899	90
2024	0	0	0	717,653	0	0	0	0	883,265	0	0	0	0	469,234	0	0	0
2025	0	0	0	732,006	0	0	0	0	900,930	0	0	0	0	478,619	0	0	0
2026	0	0	0	746,646	0	0	0	0	918,949	0	0	0	0	488,191	0	0	0
2027	0	0	0	761,579	0	0	0	0	937,328	0	0	0	0	497,955	0	0	0
2028	0	0	0	776,810	0	0	0	0	956,074	0	0	0	0	507,914	0	0	0
2029	0	0	0	792,346	0	0	0	0	975,196	0	0	0	0	518,073	0	0	0
2030	0	0	0	808,193	0	0	0	0	994,699	0	0	0	0	528,434	0	0	0
2031	0	0	0	824,357	0	0	0	0	1,014,593	0	0	0	0	539,003	0	0	0
2032	0	0	0	840,844	0	0	0	0	1,034,885	0	0	0	0	549,783	0	0	0
2033	0	0	0	857,661	0	0	0	0	1,055,583	0	0	0	0	560,778	0	0	0
2034	0	0	0	874,814	0	0	0	0	1,076,695	0	0	0	0	571,994	0	0	0
2035	0	0	0	892,311	0	0	0	0	1,098,229	0	0	0	0	583,434	0	0	0
2036	0	0	0	910,157	0	0	0	0	1,120,193	0	0	0	0	595,103	0	0	0
2037		0	0	928,360	0		0	0	1,142,597	0		0	0	607,005	0	0	0
	100	(0)	100		68,067,346	49	0	49		41,021,652	136	(0)	136		60,398,189	494,305,370	890

HESS RANCH METROPOLITAN DISTRICT NOS. 1-3

TO BE KNOWN AS TRAILS AT CROWFOOT METROPOLITAN DISTRICT NOS. 1-3 Development

Projection -- Buildout Plan (updated 4/17/19)

YEAR	Commercial Development					Commercial Summary			
	<u>Comm'l (tbd)</u>							Annual Market Value	
	Incr/(Decr) in					Total	Total	of Platted/Developed Lots	
	SF	Finished Lot	Square Ft	per Sq Ft,	Market	Commercial	Commercial	Adjustment	Adjusted Value
	Devel'd	Value @	Completed	Inflated @	Value	Market Value	Sq Ft		
		10%	80,000	2%					
2017	0	0		\$200.00	\$0	0	0	0	0
2018	0	0		200.00	0	0	0	0	0
2019	0	0		200.00	0	0	0	0	10,582,500
2020	0	0		204.00	0	0	0	0	5,305,000
2021	0	0		208.08	0	0	0	0	0
2022	80,000	1,600,000		212.24	0	0	0	0	(9,440,000)
2023	0	(1,600,000)	80,000	216.49	17,318,915	17,318,915	80,000	0	(6,447,500)
2024	0	0	0	220.82	0	0	0	0	0
2025	0	0	0	225.23	0	0	0	0	0
2026	0	0	0	229.74	0	0	0	0	0
2027	0	0	0	234.33	0	0	0	0	0
2028	0	0	0	239.02	0	0	0	0	0
2029	0	0	0	243.80	0	0	0	0	0
2030	0	0	0	248.67	0	0	0	0	0
2031	0	0	0	253.65	0	0	0	0	0
2032	0	0	0	258.72	0	0	0	0	0
2033	0	0	0	263.90	0	0	0	0	0
2034	0	0	0	269.17	0	0	0	0	0
2035	0	0	0	274.56	0	0	0	0	0
2036	0	0	0	280.05	0	0	0	0	0
2037		0	0	285.65	0	0	0	0	0
	80,000	0	80,000		17,318,915	17,318,915	80,000	0	0

SOURCES AND USES OF FUNDS

HESS RANCH METROPOLITAN DISTRICT NOS. 1-3
TO BE KNOWN AS TRAILS AT CROWFOOT METROPOLITAN DISTRICT NOS. 1-3
GENERAL OBLIGATION BONDS, SERIES 2020
57.000 (target) District Mills + 5.000 Infrastructure Capital + 5.000 Town Cap. & Maint. Mills
Non-Rated, 100x, 2060 Final Maturity
(SERVICE PLAN: Full Growth + 4.00% Bi-Reassessment Projections)
[Preliminary -- for discussion only]

Dated Date	12/01/2020
Delivery Date	12/01/2020

Sources:

Bond Proceeds:	
Par Amount *	72,055,000.00
	72,055,000.00

Uses:

Project Fund Deposits:	
Project Fund	57,490,800.94
Other Fund Deposits:	
Capitalized Interest Fund	7,565,775.00
Debt Service Reserve Fund	5,257,324.06
	12,823,099.06
Cost of Issuance:	
Other Cost of Issuance	300,000.00
Delivery Date Expenses:	
Underwriter's Discount	1,441,100.00
	72,055,000.00

*Debt Limitation of \$90,068,750.

BOND PRICING

HESS RANCH METROPOLITAN DISTRICT NOS. 1-3
TO BE KNOWN AS TRAILS AT CROWFOOT METROPOLITAN DISTRICT NOS. 1-3
GENERAL OBLIGATION BONDS, SERIES 2020
57.000 (target) District Mills + 5.000 Infrastructure Capital + 5.000 Town Cap. & Maint. Mills
Non-Rate*d, 100x, 2060 Final Maturity
(SERVICE PLAN: Full Growth + 4.00% Bi-Reassessment Projections)
[Preliminary -- for discussion only]

Bond Component	Maturity Date	Amount	Rate*	Yield	Price
Term Bond due 2060:					
	12/01/2028	90,000	4.200%	4.200%	100.000
	12/01/2029	90,000	4.200%	4.200%	100.000
	12/01/2030	220,000	4.200%	4.200%	100.000
	12/01/2031	230,000	4.200%	4.200%	100.000
	12/01/2032	370,000	4.200%	4.200%	100.000
	12/01/2033	385,000	4.200%	4.200%	100.000
	12/01/2034	535,000	4.200%	4.200%	100.000
	12/01/2035	555,000	4.200%	4.200%	100.000
	12/01/2036	720,000	4.200%	4.200%	100.000
	12/01/2037	750,000	4.200%	4.200%	100.000
	12/01/2038	930,000	4.200%	4.200%	100.000
	12/01/2039	970,000	4.200%	4.200%	100.000
	12/01/2040	1,160,000	4.200%	4.200%	100.000
	12/01/2041	1,210,000	4.200%	4.200%	100.000
	12/01/2042	1,415,000	4.200%	4.200%	100.000
	12/01/2043	1,475,000	4.200%	4.200%	100.000
	12/01/2044	1,705,000	4.200%	4.200%	100.000
	12/01/2045	1,775,000	4.200%	4.200%	100.000
	12/01/2046	2,020,000	4.200%	4.200%	100.000
	12/01/2047	2,105,000	4.200%	4.200%	100.000
	12/01/2048	2,370,000	4.200%	4.200%	100.000
	12/01/2049	2,470,000	4.200%	4.200%	100.000
	12/01/2050	2,760,000	4.200%	4.200%	100.000
	12/01/2051	2,875,000	4.200%	4.200%	100.000
	12/01/2052	3,185,000	4.200%	4.200%	100.000
	12/01/2053	3,320,000	4.200%	4.200%	100.000
	12/01/2054	3,660,000	4.200%	4.200%	100.000
	12/01/2055	3,815,000	4.200%	4.200%	100.000
	12/01/2056	4,180,000	4.200%	4.200%	100.000
	12/01/2057	4,355,000	4.200%	4.200%	100.000
	12/01/2058	4,755,000	4.200%	4.200%	100.000
	12/01/2059	4,955,000	4.200%	4.200%	100.000
	12/01/2060	10,645,000	4.200%	4.200%	100.000
		72,055,000			

Dated Date	12/01/2020
Delivery Date	12/01/2020
First Coupon	06/01/2021

Par Amount	72,055,000.00
Original Issue Discount	

Production	72,055,000.00	100.000000%
Underwriter's Discount	-1,441,100.00	-2.000000%

Purchase Price	70,613,900.00	98.000000%
Accrued Interest		

Net Proceeds	70,613,900.00
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[*] 30 Year AAA MMD Index (4/4/2019) = 2.70% + 150bps.

BOND SUMMARY STATISTICS

HESS RANCH METROPOLITAN DISTRICT NOS. 1-3
TO BE KNOWN AS TRAILS AT CROWFOOT METROPOLITAN DISTRICT NOS. 1-3
GENERAL OBLIGATION BONDS, SERIES 2020
57.000 (target) District Mills + 5.000 Infrastructure Capital + 5.000 Town Cap. & Maint. Mills
Non-Rated, 100x, 2060 Final Maturity
(SERVICE PLAN: Full Growth + 4.00% Bi-Reassessment Projections)
[Preliminary -- for discussion only]

Dated Date	12/01/2020
Delivery Date	12/01/2020
First Coupon	06/01/2021
Last Maturity	12/01/2060
Arbitrage Yield	4.200000%
True Interest Cost (TIC)	4.318560%
Net Interest Cost (NIC)	4.200000%
All-In TIC	4.343693%
Average Coupon	4.200000%
Average Life (years)	31.781
Weighted Average Maturity (years)	31.781
Duration of Issue (years)	17.324
Par Amount	72,055,000.00
Bond Proceeds	72,055,000.00
Total Interest	96,179,370.00
Net Interest	97,620,470.00
Bond Years from Dated Date	2,289,985,000.00
Bond Years from Delivery Date	2,289,985,000.00
Total Debt Service	168,234,370.00
Maximum Annual Debt Service	11,092,090.00
Average Annual Debt Service	4,205,859.25
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	20.000000
Total Underwriter's Discount	20.000000
Bid Price	98.000000

Bond Component	Par Value	Price	Average Coupon	Average Life	Average Maturity Date	PV of 1 bp change
Term Bond due 2060	72,055,000.00	100.000	4.200%	31.781	09/12/2052	139,066.15
	72,055,000.00			31.781		139,066.15

	TIC	All-In TIC	Arbitrage Yield
Par Value	72,055,000.00	72,055,000.00	72,055,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount	-1,441,100.00	-1,441,100.00	
- Cost of Issuance Expense		-300,000.00	
- Other Amounts			
Target Value	70,613,900.00	70,313,900.00	72,055,000.00
Target Date	12/01/2020	12/01/2020	12/01/2020
Yield	4.318560%	4.343693%	4.200000%

BOND DEBT SERVICE

HESS RANCH METROPOLITAN DISTRICT NOS. 1-3
TO BE KNOWN AS TRAILS AT CROWFOOT METROPOLITAN DISTRICT NOS. 1-3
GENERAL OBLIGATION BONDS, SERIES 2020
57.000 (target) District Mills + 5.000 Infrastructure Capital + 5.000 Town Cap. & Maint. Mills
Non-Rated, 100x, 2060 Final Maturity
(SERVICE PLAN: Full Growth + 4.00% Bi-Reassessment Projections)
[Preliminary -- for discussion only]

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/01/2021			1,513,155	1,513,155	
12/01/2021			1,513,155	1,513,155	3,026,310
06/01/2022			1,513,155	1,513,155	
12/01/2022			1,513,155	1,513,155	3,026,310
06/01/2023			1,513,155	1,513,155	
12/01/2023			1,513,155	1,513,155	3,026,310
06/01/2024			1,513,155	1,513,155	
12/01/2024			1,513,155	1,513,155	3,026,310
06/01/2025			1,513,155	1,513,155	
12/01/2025			1,513,155	1,513,155	3,026,310
06/01/2026			1,513,155	1,513,155	
12/01/2026			1,513,155	1,513,155	3,026,310
06/01/2027			1,513,155	1,513,155	
12/01/2027			1,513,155	1,513,155	3,026,310
06/01/2028			1,513,155	1,513,155	
12/01/2028	90,000	4.200%	1,513,155	1,603,155	3,116,310
06/01/2029			1,511,265	1,511,265	
12/01/2029	90,000	4.200%	1,511,265	1,601,265	3,112,530
06/01/2030			1,509,375	1,509,375	
12/01/2030	220,000	4.200%	1,509,375	1,729,375	3,238,750
06/01/2031			1,504,755	1,504,755	
12/01/2031	230,000	4.200%	1,504,755	1,734,755	3,239,510
06/01/2032			1,499,925	1,499,925	
12/01/2032	370,000	4.200%	1,499,925	1,869,925	3,369,850
06/01/2033			1,492,155	1,492,155	
12/01/2033	385,000	4.200%	1,492,155	1,877,155	3,369,310
06/01/2034			1,484,070	1,484,070	
12/01/2034	535,000	4.200%	1,484,070	2,019,070	3,503,140
06/01/2035			1,472,835	1,472,835	
12/01/2035	555,000	4.200%	1,472,835	2,027,835	3,500,670
06/01/2036			1,461,180	1,461,180	
12/01/2036	720,000	4.200%	1,461,180	2,181,180	3,642,360
06/01/2037			1,446,060	1,446,060	
12/01/2037	750,000	4.200%	1,446,060	2,196,060	3,642,120
06/01/2038			1,430,310	1,430,310	
12/01/2038	930,000	4.200%	1,430,310	2,360,310	3,790,620
06/01/2039			1,410,780	1,410,780	
12/01/2039	970,000	4.200%	1,410,780	2,380,780	3,791,560
06/01/2040			1,390,410	1,390,410	
12/01/2040	1,160,000	4.200%	1,390,410	2,550,410	3,940,820
06/01/2041			1,366,050	1,366,050	
12/01/2041	1,210,000	4.200%	1,366,050	2,576,050	3,942,100
06/01/2042			1,340,640	1,340,640	
12/01/2042	1,415,000	4.200%	1,340,640	2,755,640	4,096,280
06/01/2043			1,310,925	1,310,925	
12/01/2043	1,475,000	4.200%	1,310,925	2,785,925	4,096,850
06/01/2044			1,279,950	1,279,950	
12/01/2044	1,705,000	4.200%	1,279,950	2,984,950	4,264,900
06/01/2045			1,244,145	1,244,145	
12/01/2045	1,775,000	4.200%	1,244,145	3,019,145	4,263,290
06/01/2046			1,206,870	1,206,870	
12/01/2046	2,020,000	4.200%	1,206,870	3,226,870	4,433,740
06/01/2047			1,164,450	1,164,450	
12/01/2047	2,105,000	4.200%	1,164,450	3,269,450	4,433,900
06/01/2048			1,120,245	1,120,245	
12/01/2048	2,370,000	4.200%	1,120,245	3,490,245	4,610,490
06/01/2049			1,070,475	1,070,475	
12/01/2049	2,470,000	4.200%	1,070,475	3,540,475	4,610,950
06/01/2050			1,018,605	1,018,605	
12/01/2050	2,760,000	4.200%	1,018,605	3,778,605	4,797,210
06/01/2051			960,645	960,645	
12/01/2051	2,875,000	4.200%	960,645	3,835,645	4,796,290
06/01/2052			900,270	900,270	
12/01/2052	3,185,000	4.200%	900,270	4,085,270	4,985,540
06/01/2053			833,385	833,385	
12/01/2053	3,320,000	4.200%	833,385	4,153,385	4,986,770
06/01/2054			763,665	763,665	
12/01/2054	3,660,000	4.200%	763,665	4,423,665	5,187,330
06/01/2055			686,805	686,805	
12/01/2055	3,815,000	4.200%	686,805	4,501,805	5,188,610

BOND DEBT SERVICE

HESS RANCH METROPOLITAN DISTRICT NOS. 1-3
TO BE KNOWN AS TRAILS AT CROWFOOT METROPOLITAN DISTRICT NOS. 1-3
GENERAL OBLIGATION BONDS, SERIES 2020
57.000 (target) District Mills + 5.000 Infrastructure Capital + 5.000 Town Cap. & Maint. Mills
Non-Rated, 100x, 2060 Final Maturity
(SERVICE PLAN: Full Growth + 4.00% Bi-Reassessment Projections)
[Preliminary -- for discussion only]

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/01/2056			606,690	606,690	
12/01/2056	4,180,000	4.200%	606,690	4,786,690	5,393,380
06/01/2057			518,910	518,910	
12/01/2057	4,355,000	4.200%	518,910	4,873,910	5,392,820
06/01/2058			427,455	427,455	
12/01/2058	4,755,000	4.200%	427,455	5,182,455	5,609,910
06/01/2059			327,600	327,600	
12/01/2059	4,955,000	4.200%	327,600	5,282,600	5,610,200
06/01/2060			223,545	223,545	
12/01/2060	10,645,000	4.200%	223,545	10,868,545	11,092,090
	72,055,000		96,179,370	168,234,370	168,234,370

NET DEBT SERVICE

HESS RANCH METROPOLITAN DISTRICT NOS. 1-3
TO BE KNOWN AS TRAILS AT CROWFOOT METROPOLITAN DISTRICT NOS. 1-3
GENERAL OBLIGATION BONDS, SERIES 2020
57.000 (target) District Mills + 5.000 Infrastructure Capital + 5.000 Town Cap. & Maint. Mills
Non-Rated, 100x, 2060 Final Maturity
(SERVICE PLAN: Full Growth + 4.00% Bi-Reassessment Projections)
[Preliminary -- for discussion only]

Period Ending	Principal	Interest	Total Debt Service	Debt Service Reserve Fund	Capitalized Interest Fund	Net Debt Service
12/01/2021		3,026,310	3,026,310		3,026,310	
12/01/2022		3,026,310	3,026,310		3,026,310	
12/01/2023		3,026,310	3,026,310		1,513,155	1,513,155.00
12/01/2024		3,026,310	3,026,310			3,026,310.00
12/01/2025		3,026,310	3,026,310			3,026,310.00
12/01/2026		3,026,310	3,026,310			3,026,310.00
12/01/2027		3,026,310	3,026,310			3,026,310.00
12/01/2028	90,000	3,026,310	3,116,310			3,116,310.00
12/01/2029	90,000	3,022,530	3,112,530			3,112,530.00
12/01/2030	220,000	3,018,750	3,238,750			3,238,750.00
12/01/2031	230,000	3,009,510	3,239,510			3,239,510.00
12/01/2032	370,000	2,999,850	3,369,850			3,369,850.00
12/01/2033	385,000	2,984,310	3,369,310			3,369,310.00
12/01/2034	535,000	2,968,140	3,503,140			3,503,140.00
12/01/2035	555,000	2,945,670	3,500,670			3,500,670.00
12/01/2036	720,000	2,922,360	3,642,360			3,642,360.00
12/01/2037	750,000	2,892,120	3,642,120			3,642,120.00
12/01/2038	930,000	2,860,620	3,790,620			3,790,620.00
12/01/2039	970,000	2,821,560	3,791,560			3,791,560.00
12/01/2040	1,160,000	2,780,820	3,940,820			3,940,820.00
12/01/2041	1,210,000	2,732,100	3,942,100			3,942,100.00
12/01/2042	1,415,000	2,681,280	4,096,280			4,096,280.00
12/01/2043	1,475,000	2,621,850	4,096,850			4,096,850.00
12/01/2044	1,705,000	2,559,900	4,264,900			4,264,900.00
12/01/2045	1,775,000	2,488,290	4,263,290			4,263,290.00
12/01/2046	2,020,000	2,413,740	4,433,740			4,433,740.00
12/01/2047	2,105,000	2,328,900	4,433,900			4,433,900.00
12/01/2048	2,370,000	2,240,490	4,610,490			4,610,490.00
12/01/2049	2,470,000	2,140,950	4,610,950			4,610,950.00
12/01/2050	2,760,000	2,037,210	4,797,210			4,797,210.00
12/01/2051	2,875,000	1,921,290	4,796,290			4,796,290.00
12/01/2052	3,185,000	1,800,540	4,985,540			4,985,540.00
12/01/2053	3,320,000	1,666,770	4,986,770			4,986,770.00
12/01/2054	3,660,000	1,527,330	5,187,330			5,187,330.00
12/01/2055	3,815,000	1,373,610	5,188,610			5,188,610.00
12/01/2056	4,180,000	1,213,380	5,393,380			5,393,380.00
12/01/2057	4,355,000	1,037,820	5,392,820			5,392,820.00
12/01/2058	4,755,000	854,910	5,609,910			5,609,910.00
12/01/2059	4,955,000	655,200	5,610,200			5,610,200.00
12/01/2060	10,645,000	447,090	11,092,090	5,257,324.06		5,834,765.94
	72,055,000	96,179,370	168,234,370	5,257,324.06	7,565,775	155,411,270.94

EXHIBIT G

Indemnification Letters

June 17, 2019

Town of Parker
20120 E. Mainstreet
Parker, CO 80138-7334

**RE: Hess Ranch Metropolitan District No. 1, to be known as Trails at Crowfoot
Metropolitan District No. 1**

To the Town Council:

This Indemnification Letter (the "Letter") is delivered by the Hess Ranch Metropolitan District No. 1, to be known as Trails at Crowfoot Metropolitan District No. 1 (the "District") in order to comply with the Amended and Restated Service Plan approved by the Town on June 17, 2019, including all amendments heretofore or hereafter made thereto (the "Service Plan") for the District. The District, for and on behalf of itself and its transferees, successors and assigns, represents, warrants, covenants and agrees to and for the benefit of the Town as follows:

1. The District hereby waives and releases any present or future claims it might have against the Town or the Town's elected or appointed officers, employees, agents, contractors or insurers (the "Released Persons") in any manner related to or connected with the Service Plan or any action or omission with respect thereto. To the fullest extent permitted by law, the District hereby agrees to indemnify and hold harmless the Released Persons from and against any and all liabilities resulting from any and all claims, demands, suits, actions or other proceedings of whatsoever kind or nature made or brought by any third party, including attorneys' fees and expenses and court costs, which directly or indirectly or purportedly arise out of or are in any manner related to or connected with any of the following: (a) the Service Plan or any document or instrument contained or referred to therein; or (b) the formation of the District; or (c) any actions or omissions of the District, HR935, LLC (the "Developer"), or their agents, in connection with the District, including, without limitation, any actions or omissions of the District or Developer, or their agents, in relation to any bonds or other financial obligations of the District or any offering documents or other disclosures made in connection therewith. The District further agrees to investigate, handle, respond to and to provide defense for and defend against, or at the Town's option to pay the attorneys' fees and expenses for counsel of the Town's choice for any such liabilities, claims, demands, suits, actions or other proceedings.

2. It is understood and agreed that neither the District nor the Town waives or intends to waive the monetary limits (presently \$387,000 per person and \$1,093,000 per occurrence) or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., as from time to time amended, or otherwise available to the Town, the District, its officers, or its employees.

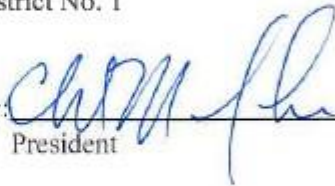
3. The District hereby consents to the Debt Instrument Disclosure Requirements as set forth Section VI.F of the Service Plan, acknowledges the Town's right to modify the required disclosures, and waives and releases the Town from any claims the District might have based on

or relating to the use of or any statements made or to be made in such disclosures (including any modifications thereto).

3. This Letter has been duly authorized and executed on behalf of the District.

Very truly yours,

Hess Ranch Metropolitan District No. 1, to be
known as Trails at Crowfoot Metropolitan
District No. 1

By: _____
President

Attest:

By: _____
Secretary

June 17, 2019

Town of Parker
20120 E. Mainstreet
Parker, CO 80138-7334

**RE: Hess Ranch Metropolitan District No. 1, to be known as Trails at Crowfoot
Metropolitan District No. 1**

To the Town Council:

This Indemnification Letter (the “Letter”) is delivered by the undersigned (the “Developer”) in connection with the review by the Town of Parker (the “Town”) of the Amended and Restated Service Plan approved by the Town on June 17, 2019, including all amendments heretofore or hereafter made thereto (the “Service Plan”) for the Hess Ranch Metropolitan District No. 1, to be known as Trails at Crowfoot Metropolitan District No. 1 (the “District”). Developer, for and on behalf of itself and its transferees, successors and assigns, represents, warrants, covenants and agrees to and for the benefit of the Town as follows:

1. Developer hereby waives and releases any present or future claims it might have against the Town or the Town’s elected or appointed officers, employees, agents, contractors or insurers (the “Released Persons”) in any manner related to or connected with the Service Plan or any action or omission with respect thereto. Developer further hereby agrees to indemnify and hold harmless the Released Persons from and against any and all liabilities resulting from any and all claims, demands, suits, actions or other proceedings of whatsoever kind or nature made or brought by any third party, including attorneys’ fees and expenses and court costs, which directly or indirectly or purportedly arise out of or are in any manner related to or connected with any of the following: (a) the Service Plan or any document or instrument contained or referred to therein; or (b) the formation of the District; or (c) any actions or omissions of the Developer or the District, or their agents, in connection with the District, including, without limitation, any actions or omissions of the Developer or District, or their agents, in relation to any bonds or other financial obligations of the District or any offering documents or other disclosures made in connection therewith. Developer further agrees to investigate, handle, respond to and to provide defense for and defend against, or at the Town’s option to pay the attorneys’ fees and expenses for counsel of the Town’s choice for any such liabilities, claims, demands, suits, actions or other proceedings.

2. Developer hereby consents to the Debt Instrument Disclosure Requirements as set forth Section VI.F of the Service Plan, acknowledges the Town’s right to modify the required disclosures, and waives and releases the Town from any claims Developer might have based on or relating to the use of or any statements made or to be made in such disclosures (including any modifications thereto).

3. This Letter has been duly authorized and executed on behalf of Developer.

Very truly yours,

HR935, LLC, a Colorado limited liability
company. Developer

By:

A handwritten signature in blue ink, appearing to be "Jeff Z..." with a stylized flourish at the end.

Title:

Manager

EXHIBIT H

Intergovernmental Agreement

**AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT
BETWEEN THE TOWN OF PARKER, COLORADO AND
HESS RANCH METROPOLITAN DISTRICT NO. 1
(TO BE KNOWN AS TRAILS AT CROWFOOT METROPOLITAN DISTRICT NO. 1)**

THIS AGREEMENT (the “Agreement”) is made and entered into as of this 17th day of June, 2019, by and between the TOWN OF PARKER, a home rule municipal corporation of the State of Colorado (the “Town”), and the HESS RANCH METROPOLITAN DISTRICT NO. 1 (to be known as TRAILS AT CROWFOOT METROPOLITAN DISTRICT NO. 1), a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”). The Town and the District are collectively referred to as the Parties.

WITNESSETH:

WHEREAS, C.R.S. § 29-1-203 authorizes the Parties to cooperate and contract with one another regarding functions, services and facilities each is authorized to provide; and

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District’s Amended and Restated Service Plan approved by the Town on June 17, 2019 (the “Service Plan”); and

WHEREAS, the Service Plan makes reference to the execution of an intergovernmental agreement between the Town and the District, as required by Chapter 10.11 of the Town Code; and

WHEREAS, the Town entered into that certain Subdivision Agreement (Trails at Crowfoot Filing No. 1 with HR935, LLC (the “Developer”) on October 3, 2018, (the “Development Agreement”), which provides for public improvements that are necessary and desirable for the development contemplated by the Development Agreement; and

WHEREAS, specific regional improvements were identified in the Service Plan and Development Agreement, and as more particularly set forth on Exhibit A (the “Regional Infrastructure”), which Regional Infrastructure the Town has determined is necessary or desirable in connection with the impacts of the development of the Property; and

WHEREAS, pursuant to the Development Agreement, the Town is responsible for constructing and owning the Regional Infrastructure, and the Developer is responsible for providing funding for the construction of the Regional Infrastructure; and

WHEREAS, in accordance with the provisions of the Service Plan, the District has agreed to levy a property tax of 5 mills that will be used for the planning, design and construction of the Regional Infrastructure (the “Infrastructure Capital Mill Levy”), and the District has conducted, or will conduct, an election under Article X, Section 20 of the Colorado Constitution (“TABOR”) to enable it to impose the Infrastructure Capital Mill Levy and to issue debt repayable, in whole or in part, from the Infrastructure Capital Mill Levy; and

WHEREAS, the parties to this Agreement acknowledge the need for the Regional Infrastructure in order to accomplish the comprehensive development of the property located within the District's service area (the "Property"); and

WHEREAS, the parties further acknowledge that the Town will also have certain infrastructure capital and maintenance needs resulting from the development of the Property (the "Town Infrastructure"); and

WHEREAS, in accordance with the provisions of the Service Plan, the District has agreed to levy a property tax of 5 mills that will be used for the planning, design, construction and maintenance of the Town Infrastructure (the "Town Capital and Maintenance Mill Levy"), and the District has conducted, or will conduct, an election under TABOR to enable it to impose the Town Capital and Maintenance Mill Levy; and

WHEREAS, the parties further acknowledge that the District will have certain ongoing administrative and operating obligations, as well as regional maintenance obligations with regard to the Regional Infrastructure, and in accordance with the provisions of the Service Plan, the District has agreed to levy a property tax of up to 10 mills (the "Operation and Maintenance Mill Levy") for such purposes; and

WHEREAS, the Town has approved the final plat for the Property; and

WHEREAS, the Town and the District previously entered into that certain Intergovernmental Agreement with Hess Ranch Metropolitan District Nos. 1-8 dated August 15, 2016, as amended by that First Amendment to Intergovernmental Agreement among the Town and Hess Ranch Metropolitan District Nos. 1-3 dated March 6, 2017 (as amended, the "Original IGA") which Original IGA governed the relationship among the Parties; and

WHEREAS, the Parties have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Agreement ("Agreement") to replace and supersede in its entirety the Original IGA in order to address the utilization of the various mill levies as well as certain other matters related to the organization, powers and authorities of the District; and

WHEREAS, any capitalized term not specifically defined in this Agreement shall have that meaning as set forth in the Service Plan; and

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Infrastructure Capital Mill Levy. The District agrees to impose a property tax of 5 mills that shall be used for the planning, design and construction of the Regional Infrastructure. The utilization of the Infrastructure Capital Mill Levy is set forth on Exhibit A to this Agreement.

2. Town Capital and Maintenance Mill Levy. The District agrees to impose a property tax of 5 mills that shall be used for the planning, design, construction and/or

maintenance of the Town Infrastructure. The utilization of the Infrastructure Capital Mill Levy is set forth on Exhibit B to this Agreement.

3. Operation and Maintenance Mill Levy. The District agrees to impose a property tax of up to 10 mills which shall be retained and used by the District for the ongoing administrative and operating expenses of the District and for the maintenance of certain of the Regional Infrastructure, as set forth on Exhibit C to this Agreement.

4. General Provisions Applicable to the Mill Levies. The Infrastructure Capital Mill Levy and the Town Capital and Maintenance Mill Levy shall be imposed by the District beginning the first year the District certifies a Maximum Debt Mill Levy and shall be subject to the Mill Levy Adjustment. The Operation and Maintenance Mill Levy shall be imposed by the District at the District's discretion but in a manner that will enable the District to perform its administrative and operating obligations and its maintenance obligations in connection with the Regional Infrastructure in a timely and adequate manner. The District acknowledges and agrees that requirement to levy the Infrastructure Capital Mill Levy, the Town Capital and Maintenance Mill Levy and the Operation and Maintenance Mill Levy (together, the "Mill Levies") is a material consideration in, and a condition of, the Town's approval of the District's Service Plan, and that the Town has relied thereon in approving the District's Service Plan. The District specifically agrees that the requirement that the District impose the Mill Levies and to utilize the funds as set forth in this Agreement shall be enforceable by the Town by all remedies available at law or in equity, including without limitation affirmative injunctive relief. The District represents and warrants that it has obtained, or will obtain, all voter authorizations to enable it to impose the Mill Levies, and to pledge the revenues from the Infrastructure Capital Mill Levy and the Town Capital and Maintenance Mill Levy to the repayment of debt issued by either the District or the Town, if and as applicable.

The District shall remit any revenues from the Infrastructure Capital Mill Levy or Town Capital and Maintenance Mill Levy that are due to the Town no later than 30 days after receipt of the same, and the Town shall deposit and maintain any revenues in a separate fund earmarked specifically for use only as set forth in this Agreement (the "Hess Ranch Metropolitan District No. 1 Fund"). The monies in the Hess Ranch Metropolitan District No. 1 Fund shall be applied to any design, planning, engineering, surveying, construction management, labor, materials, operations and administrative costs related to construction of the Regional Infrastructure or the Town Infrastructure, as applicable, as further detailed in this Agreement and the Exhibits attached hereto. On June 30 and December 31 of each year, the Town shall provide to the District an accounting of revenues received from the District attributable to the Infrastructure Capital Mill Levy or Town Capital and Maintenance Mill Levy, along with an itemization of expenditures made in major categories.

5. Operation and Maintenance of the Public Improvements. The District shall dedicate the Public Improvements to the Town or other appropriate jurisdiction or owners association in a manner consistent with the final approved plat, other rules and regulations of the Town, and applicable provisions of the Town Code. The District shall not be authorized to own, operate or maintain any part or all of the Public Improvements, or any other improvements, public or private, unless specifically provided for in this Agreement or separate agreement with the Town.

6. Fire Protection. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless specifically provided for in this Agreement or separate agreement with the Town. This provision shall limit the District's authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system.

7. Television Relay and Translation; Mosquito Control and Other Limitations. Unless specifically provided for in this Agreement or separate agreement with the Town, the District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate, maintain or provide: (a) any television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project; (b) any mosquito control facilities and services; (c) any solid waste disposal, collection and transportation facilities and services; and (d) any security, covenant enforcement and design review services.

8. Construction Standards. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the Town and of federal and state governmental entities having proper jurisdiction. The District will obtain the Town's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

9. Issuance of Privately Placed Debt. Prior to the issuance of any privately placed bonds or other obligations, the payment of which the District has promised to impose an *ad valorem* property tax mill levy ("Debt"), the District shall obtain the certification of an External Financial Advisor substantially as follows:

We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.

We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by the District for the [insert the designation of the Debt] does not exceed a market [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

10. Inclusion and Exclusion. The District shall not include within its boundaries any property outside the Service Area (as defined in the Service Plan) without the prior written consent of the Town Council. The District shall not exclude any property from the District if such exclusion will result, or is reasonably anticipated to result, in detriment to the remaining residents and taxpayers within the District, or to the District's bondholders.

11. Total Debt Issuance. The District, together with Hess Ranch Metropolitan District Nos. 2 and 3, shall not issue Debt in excess of \$90,068,750 in total aggregate principal amount, provided that such limitation shall not be applicable to refunding Bonds issued by the District to refund outstanding Debt. Such limitation shall not apply to the District's pledge of its property tax or specific ownership tax revenues derived from its mill levies to one of the other Districts (as defined in the Service Plan).

12. Monies from Other Governmental Sources. The District shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the Town is eligible to apply for, except as may be specifically provided for herein. This Section shall not apply to specific ownership taxes which shall be distributed to and constitute a revenue source for the District without any limitation.

13. Consolidation; Dissolution. The District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the Town, unless such consolidation is with one of the other Districts, as defined in the Service Plan. The District agrees that it shall take all action necessary to dissolve the District in accordance with the provisions of the Service Plan and applicable state statutes.

14. Service Plan Amendment Requirement. Any action of the District which violates the limitations set forth in Sections V.A.1-13 or VI.B-H of the Service Plan, or which constitutes a material modification under Parker Municipal Code section 10.11.060, shall be deemed to be a material modification to the Service Plan and the Town shall be entitled to all remedies available under State and local law to enjoin any such action(s) of the District. The Town may also seek damages for breach of this Agreement arising from violations by the District of any provision of the Service Plan.

15. Applicable Laws. The District acknowledges that the property within its boundaries shall be subject to all ordinances, rules and regulations of the Town, including without limitation, ordinances, rules and regulations relating to zoning, subdividing, building and land use, and to all related Town land use policies, master plans and related plans.

16. Annual Report. The District shall submit an annual report ("Annual Report") to the Town no later than September 1st of each year following the year in which the Order and Decree creating the District has been issued by the District Court for and in Douglas County, Colorado, pursuant to Parker Municipal Code section 10.11.040 and containing the information set forth in Section VII of the Service Plan. The District shall be not be required to file an annual report if the District has declared inactive status pursuant to Section 32-1-104, C.R.S. The District may file a consolidated Annual Report with one or more of the other Districts.

17. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law, including the Annual Report, shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via Federal Express or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District: WHITE BEAR ANKELE TANAKA & WALDRON
Attn: Kristin B. Tompkins, Esq.
2154 E. Commons Ave., Suite 2000
Centennial, CO 80122
Phone: (303) 858-1800
E-mail: Ktompkins@wbapc.com

To the Town: Town of Parker
Attn: Kristin Schledorn, Deputy Town Attorney
cc: Mary Lou Brown, Finance Director
20120 E. Mainstreet
Parker, CO 80138-7334
Phone: (303) 841-0353
Fax: (303) 840-9792
E-mail: kschledorn@parkeronline.org
mlbrown@parkeronline.org

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

18. Miscellaneous.

A. **Effective Date.** This Agreement shall be in full force and effect and be legally binding upon final approval of the governing bodies of the Parties. No Debt shall be issued by the District until after the effective date of this Agreement.

B. **Nonassignability.** No party to this Agreement may assign any interest therein to any person without the consent of the other party hereto at that time, and the terms of this Agreement shall inure to the benefit of and be binding upon the respective representatives and successors of each party hereto. The pledge by the District of its revenues to one of the other Districts shall not be deemed an assignment hereunder.

C. **Amendments.** This Agreement may be amended from time to time by written amendment, duly authorized and signed by representatives of the parties hereto.

D. **Severability.** If any section, subsection, paragraph, clause, phrase, or other provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause, phase, or other provision shall not affect any of the remaining provisions of this Agreement.

E. Execution of Documents. This Agreement shall be executed in two (2) counterparts, either of which shall be regarded for all purposes as one original. Each party agrees that it will execute any and all deeds, instruments, documents, and resolutions or ordinances necessary to give effect to the terms of this Agreement.

F. Waiver. No waiver by either party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different provision of this Agreement.

G. Default/Remedies. In the event of a breach or default of this Agreement by any party, the non-defaulting party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

H. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado. Venue for all actions brought hereunder shall be in the District Court in and for Douglas County.

I. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

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

K. No Third Party Beneficiaries. No person or entity who or which is not a party to this Agreement will have any right of action under this Agreement.

L. Entirety. This Agreement (including all exhibits) merges and supersedes all prior negotiations, representations, and agreements, including the Original IGA, between the parties hereto relating to the subject matter hereof and this Agreement, together with the Service Plan provisions that serve to supplement or complement this Agreement, constitutes the entire agreement between the Parties concerning the subject matter hereof.

19. Cooperation with Hess Ranch Metropolitan District Nos. 2 and 3. Pursuant to the Service Plan, the Town acknowledges and agrees that the District may cooperate with Hess Ranch Metropolitan District Nos. 2 and 3 for the planning, design, financing, construction, acquisition, operation, or maintenance of the Public Improvements serving the Property, including the Regional Infrastructure, as may be set forth in an intergovernmental agreement among the Districts.

IN WITNESS WHEREOF, this Agreement is executed by the Town and the District as of the date first above written.

TOWN OF PARKER, COLORADO

_____, Mayor

ATTEST:

_____, Town Clerk

APPROVED AS TO FORM:

_____, Town Attorney

**HESS RANCH METROPOLITAN
DISTRICT NO. 1**, (to be known as TRAILS AT
CROWFOOT METROPOLITAN DISTRICT NO.
1), a quasi-municipal corporation and political
subdivision of the State of Colorado

By: _____
Christian M. Janke, President
Hess Ranch Metropolitan District No. 1

ATTEST:

_____, Secretary

EXHIBIT A

Utilization of Infrastructure Capital Mill Levy

The District shall be required to impose the Infrastructure Capital Mill Levy for as long as the District is in existence. The District shall be authorized to impose the Infrastructure Capital Mill Levy and retain the revenues therefrom for the planning, design, financing, acquisition, or construction of all or a portion of the Regional Infrastructure. The District shall provide the Town notice of any obligation repayable in whole or in part from the Infrastructure Capital Mill Levy no later than 30 days following issuance of such obligation, or for any obligation that pre-dates the date of this Agreement, no later than 30 days following approval of this Agreement.

The District shall be permitted to retain revenues from the Infrastructure Capital Mill Levy received by the District to the extent needed to pay debt service on such obligation in the then-current calendar year. The Town agrees that for economic efficiency in financing the Regional Infrastructure, the District may pledge the Infrastructure Capital Mill Levy along with the District's debt service mill levy for the purposes of financing bonds, notes or other obligations, provided that the proceeds generated from the pledge of the Infrastructure Capital Mill Levy are used only to pay the costs of the Regional Infrastructure. Any revenues from the Infrastructure Capital Mill Levy that are not needed to pay debt service on such obligation in the then-current calendar year shall be remitted to the Town within 30 days of receipt by the District of such revenues.

So long as no obligation of the District is outstanding whereby the revenues derived from the Infrastructure Capital Mill Levy are pledged to the repayment of such obligations, in the event the Town determines that the costs related to the Regional Infrastructure are less than the revenues generated from the Infrastructure Capital Mill Levy, the Town may provide notice to the District no later than October 1 that the District may reduce the Infrastructure Capital Mill Levy as provided in such notice from the Town. Any reduction of either the Infrastructure Capital Mill Levy as a result of such notice from the Town shall not constitute a modification of this Agreement or a material modification of the Service Plan.

Until and unless the District has issued an obligation repayable, in whole or in part, from the Infrastructure Capital Mill Levy, any revenues from the Infrastructure Capital Mill Levy received by the District shall be remitted to the Town within 30 days of receipt by the District of such revenues. Upon maturity of any District obligation repayable in part or in whole from revenues generated by the Infrastructure Capital Mill Levy, such revenues shall be remitted to the Town within 30 days of their receipt by the District.

The Town agrees that the revenues received by the Town from the District from the Infrastructure Capital Mill Levy shall only be used for costs associated with the impacts to the Town of the development within the District pursuant to the terms of this Agreement.

The District is authorized to utilize the revenues from the Infrastructure Capital Mill Levy for the planning, design, financing, acquisition, or construction of the following Regional Infrastructure:

- Regional detention pond and associated improvements to Lemon Gulch;
- Regional open space and regional trails as expressly identified in Paragraph 7 of the Amended and Restated Stroh Ranch/Hess Ranch Annexation Agreement (Southern Property); and

Bayou Gulch Road, Crowfoot Valley Road, and North Pinery Parkway, including associated landscape improvements.

EXHIBIT B

Utilization of Town Capital and Maintenance Mill Levy

The District shall be required to impose the Town Capital and Maintenance Mill Levy for as long as the District is in existence. Any revenues from the Town Capital and Maintenance Mill Levy received by the District shall be remitted to the Town within 30 days of receipt by the District of such revenues.

The Town agrees that the revenues received from the Town Capital and Maintenance Mill Levy shall only be used for costs associated with the impacts to the Town of the development within the District pursuant to the terms of this Agreement.

In the event the Town determines that the costs related to the Town Infrastructure are less than the revenues generated from the Town Capital and Maintenance Mill Levy, the Town may provide notice to the District no later than October 1 that the District may reduce the Town Capital and Maintenance Mill Levy as provided in such notice from the Town. Any reduction of the Town Capital and Maintenance Mill Levy as a result of such notice from the Town shall not constitute a modification of this Agreement or a material modification of the Service Plan.

The Town is authorized to utilize the revenues from the Town Capital and Maintenance Mill Levy for the planning, design, financing, acquisition, construction, operation, and maintenance of the following Town Infrastructure:

- The Park Tract and all associated improvements (Tract DD, Filing No. 1).
- All roadways, storm sewer, and associated items constructed within Town right-of-way.
- Regional roadways serving the District.
- All storm sewer, detention ponds, stream improvements, and other stormwater conveyance infrastructure located on Town, HOA or District-owned property that is eligible for maintenance assistance through the Town's Stormwater Utility.
- Widening of Bayou Gulch Road to a full arterial roadway section through the District boundaries, including additional lanes, sidewalk, curb and gutter, medians, and all other associated items.

The parties agree the Town may modify the list of Town Infrastructure provided in this Exhibit B without amending this Agreement upon advance written notice to the District. The District shall have 30 days to object to such modification. In the event the District fails to object within 30 days of receipt of such notice, the Town may proceed to utilize the revenues from the Town Capital and Maintenance Mill Levy as set forth in such written notice which notice shall become a part of this Agreement by Addendum.

EXHIBIT C

Utilization of Operation and Maintenance Mill Levy

The District shall dedicate the Public Improvements (as defined in the Service Plan) to the Town or other appropriate jurisdiction or owners association in a manner consistent with the Approved Development Plan, Development Agreement and other rules and regulations of the Town and applicable provisions of the Town Code. The District shall be authorized to own, operate and maintain the Public Improvements not otherwise required to be dedicated to the Town or other public entity. If the Public Improvements are owned by an entity other than the District, the Town or other public entity, such entity shall be responsible for the operation and maintenance unless the District agrees to provide for the operation and maintenance of the Public Improvements pursuant to an agreement with such entity.

The District is authorized to impose up to 10 mills for District administrative and operating expenses as well as maintenance of Regional Infrastructure as set forth below. The Operation and Maintenance Mill Levy shall be imposed by the District at the District's discretion but in a manner that will enable the District to perform its administrative and operating obligations and its maintenance obligations in connection with the Regional Infrastructure in a timely and adequate manner.

Drainage Improvements (including detention and storm improvements)
Street Improvements (including roads, curbs, gutters, culverts, sidewalks, bridges, parking facilities, paving, lighting, grading, landscaping, and other street improvements)
Traffic and Safety Controls
Open Space and Trails
Landscaping
Parks and Recreation Improvements and Facilities, including club houses, recreation centers, and swimming pools
Retaining Walls
Irrigation Systems
Streetscape associated with the widening of Bayou Gulch Road

EXHIBIT 2

Affidavit of Publication

Colorado Community Media
750 W. Hampden Ave, Suite 225
Englewood, CO 80110

AFFIDAVIT OF PUBLICATION

State of Colorado
County of Douglas

)ss

This Affidavit of Publication for the Douglas County News Press, a weekly newspaper, printed and published for the County of Douglas, State of Colorado, hereby certifies that the attached legal notice was published in said newspaper once in each week, for 1 successive week(s), the last of which publication was made the 23rd day of May A.D., 2019, and that copies of each number of said paper in which said Public Notice was published were delivered by carriers or transmitted by mail to each of the subscribers of said paper, according to their accustomed mode of business in this office.



for the Douglas County News Press

State of Colorado)
County of Arapahoe

)ss

The above Affidavit and Certificate of Publication was subscribed and sworn to before me by the above named Gerard Healey, publisher of said newspaper, who is personally known to me to be the identical person in the above certificate on 23rd day of May A.D., 2019. Gerard Healey has verified to me that he has adopted an electronic signature to function as his signature on this document.

20134073610-312725

LINDSAY L NICOLETTI
Notary Public
State of Colorado
Notary ID # 20134073610
My Commission Expires 02-22-2022

My Commission Expires 02/22/22

Notary Public

Public Notice

NOTICE OF PUBLIC HEARING
FOR AMENDED AND RESTATED
SERVICE PLANS OF SPECIAL DISTRICTS

IN RE THE AMENDED AND RESTATED
SERVICE PLANS FOR HESS RANCH
METROPOLITAN DISTRICT NOS. 1-3 TO BE
KNOWN AS TRAILS AT CROWFOOT
METROPOLITAN DISTRICT NOS. 1-3, TOWN OF
PARKER, DOUGLAS COUNTY, STATE OF
COLORADO

NOTICE IS HEREBY GIVEN that, pursuant to § 32-1-204(1), C.R.S., three separate Amended and Restated Service Plans (collectively, the "Service Plans") for the Hess Ranch Metropolitan District Nos. 1-3 to be known as Trails at Crowfoot Metropolitan District Nos. 1-3 (collectively, the "Districts") have been filed and are available for public inspection in the office of the Town Clerk of the Town of Parker, Colorado.

A public hearing on the Service Plan will be held by the Town Council on Monday, June 17, 2019, at 7:00 p.m., at Council Chambers 20120 East Mainstreet Parker, CO 80138 Colorado, or as soon thereafter as the Town Council may hear such matter.

The Districts are existing metropolitan districts organized under the provisions of Title 32, Colorado Revised Statutes. The purpose of the Districts is to finance, construct, acquire, own, operate and maintain public improvements such as water, streets, traffic and safety control, sanitation, storm sewers and drainage, parks and recreation, transportation, television relay and translation, mosquito and pest control, security services, covenant enforcement, design review, and other improvements and services within the Districts' boundaries authorized by Title 32, Colorado Revised Statutes, subject to the limitations of the Service Plan. The Maximum Debt Mill Levy will be 57 mills, the Infrastructure Capital Mill Levy is 5 mills, the Town Capital and Maintenance Mill Levy will be 5 mills, and the Operations and Maintenance Mill Levy is anticipated to be 10 mills and will be set forth in an intergovernmental agreement between the Districts and the Town, all subject to the limitations set forth in the Service Plan.

A description of the land contained within the boundaries of the Districts is as follows: approximately 400 acres located on the east side of Crowfoot Valley Road, south of Stroh Road and north of Pradera Parkway, Town of Parker, Douglas County, State of Colorado.

All protests and objections must be submitted in writing to the Town Clerk at or prior to the public hearing or any continuance or postponement thereof in order to be considered. All protests and objections to the Service Plan shall be deemed to be waived unless presented at the time and in the manner specified in Section 32-1-203(3.5), C.R.S.

BY ORDER OF THE TOWN COUNCIL
OF THE TOWN OF PARKER

Affidavit

EXHIBIT 3

Certificate of Mailing of Notice of Hearing to Property Owners and Three Mile Radius Entities

CERTIFICATE OF MAILING NOTICES OF PUBLIC HEARING ON SERVICE PLAN AMENDMENTS

HESS RANCH METROPOLITAN DISTRICT NOS. 1-3, DOUGLAS COUNTY

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

I, Hayley M. Budzinski, of lawful age and duly sworn, state:

1. I am a Paralegal at the law firm of WHITE BEAR ANKELE TANAKA & WALDRON acting on behalf of the Hess Ranch Metropolitan District Nos. 1-3 (the "Districts") in the above captioned matter.
2. On May 21, 2019, I mailed the Notices of Public Hearing on Service Plan Amendments for the Districts to all property owners within the Districts, and municipalities and special districts within a 3-mile radius of the Districts, listed on **Exhibit A** attached hereto.

Signed this 21st day of May, 2019.

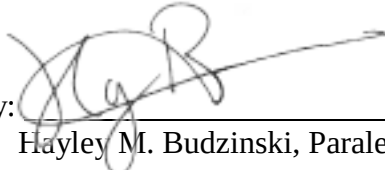
By: 
Hayley M. Budzinski, Paralegal

EXHIBIT A

Listing of Property Owners, Municipalities, and Special Districts

NAME1	ADDRESS1	ADDRESS2	CITY	STATECODE	ZIPCODE
POLESTAR HESS RANCH LLC	8844 PORTICO LN		LONGMONT	CO	805039405
TOWN OF PARKER	20120 E MAINSTREET		PARKER	CO	801387334
TRI POINTE HOMES	PO BOX 57088		IRVINE	CA	926197088
MELODY HOMES INC	9555 S KINGSTON CT STE 200		ENGLEWOOD	CO	801126008
HESS RANCH METRO DISTRICT 1	C/O WHITE BEAR ANKELE TANAKA & WALDRON	2154 E COMMONS AVE STE 2000	CENTENNIAL	CO	801221880
HR935 LLC	7353 S ALTON WAY		CENTENNIAL	CO	801122329
PARKER WATER & SANITATION DISTRICT	19801 E MAINSTREET		PARKER	CO	801387386
DOUGLAS COUNTY BOARD OF COUNTY COMMISSIONERS	100 THIRD ST		CASTLE ROCK	CO	801042425
TAYLOR MORRISON OF COLORADO INC	1420 W CANAL CT STE 170		LITTLETON	CO	801205660
TRAILS AT CROWFOOT MASTER ASSOCIATION INC	4950 S YOSEMITE ST F2-506		GREENWOOD VILLAGE	CO	801111349
KB HOME COLORADO INC	7807 E PEAKVIEW AVE STE 300		CENTENNIAL	CO	801116849
CMCE LLC	7353 S ALTON WAY STE A-100		ENGLEWOOD	CO	801122329
Antelope Heights Metro District	CliftonLarsonAllen LLP	8390 E Crescent Pkwy Ste 300	Greenwood Village	CO	80111
Anthology West Metro District 2	White Bear Ankele Tanaka & Waldron	2154 E Commons Ave Ste 2000	Centennial	CO	80122
Anthology West Metro District 2 Debt Service	White Bear Ankele Tanaka & Waldron	2154 E Commons Ave Ste 2000	Centennial	CO	80122
Anthology West Metro District 3	White Bear Ankele Tanaka & Waldron	2154 E Commons Ave Ste 2000	Centennial	CO	80122
Anthology West Metro District 4	White Bear Ankele Tanaka & Waldron	2154 E Commons Ave Ste 2000	Centennial	CO	80122
Anthology West Metro District 5	White Bear Ankele Tanaka & Waldron	2154 E Commons Ave Ste 2000	Centennial	CO	80122
Anthology West Metro District 6	White Bear Ankele Tanaka & Waldron	2154 E Commons Ave Ste 2000	Centennial	CO	80122
Canyons Metro District 2	White, Bear, Ankele, Tanaka & Waldron	2154 E Commons Ave Ste 2000	Centennial	CO	80122
Canyons Metro District 4	White, Bear, Ankele, Tanaka & Waldron	2154 E Commons Ave Ste 2000	Centennial	CO	80122
Canyons Metro District 5	White, Bear, Ankele, Tanaka & Waldron	2154 E Commons Ave Ste 2000	Centennial	CO	80122
Canyons Metro District 6	White, Bear, Ankele, Tanaka & Waldron	2154 E Commons Ave Ste 2000	Centennial	CO	80122
Canyons Metro District 7	White, Bear, Ankele, Tanaka & Waldron	2154 E Commons Ave Ste 2000	Centennial	CO	80122
Castle Rock Fire Protection District	Spencer Fane LLP	1700 Lincoln St Ste 2000	Denver	CO	80203-4554
Cherry Creek South Metro District 1	Professional Community Mgmt Services	7208 S Tuscan Way Ste 125	Centennial	CO	80112
Cherry Creek South Metro District 10	Professional Community Mgmt Services	7208 S Tuscan Way Ste 125	Centennial	CO	80112
Cherry Creek South Metro District 11	Professional Community Mgmt Services	7208 S Tuscan Way Ste 125	Centennial	CO	80112
Cherry Creek South Metro District 4	Professional Community Mgmt Services	7208 S Tuscan Way Ste 125	Centennial	CO	80112
Cherry Creek South Metro District 5	Professional Community Mgmt Services	7208 S Tuscan Way Ste 125	Centennial	CO	80112
Cherry Creek South Metro District 6	Professional Community Mgmt Services	7208 S Tuscan Way Ste 125	Centennial	CO	80112
Cherry Creek South Metro District 7	Professional Community Mgmt Services	7208 S Tuscan Way Ste 125	Centennial	CO	80112
Cherry Creek South Metro District 8	Professional Community Mgmt Services	7208 S Tuscan Way Ste 125	Centennial	CO	80112
Cherry Creek South Metro District 9	Professional Community Mgmt Services	7208 S Tuscan Way Ste 125	Centennial	CO	80112
Cielo Metro District	Special District Management Services Inc	141 Union Blvd Ste 150	Lakewood	CO	80228
City of Castle Pines		360 Village Square Ln Suite B	Castle Pines	CO	80108
Colorado Horse Park Metro District	White, Bear, Ankele, Tanaka & Waldron	2154 E Commons Ave Ste 2000	Centennial	CO	80122
Crowfoot Valley Ranch Metro District 2	Special District Management Services Inc	141 Union Blvd Ste 150	Lakewood	CO	80228-1898
Denver SE Suburban Water & Sanitation District		5242 Old Schoolhouse Rd	Parker	CO	80134
Douglas County Government	Douglas County Finance	100 Third St	Castle Rock	CO	80104
Douglas County Soil Conservation District		PO Box 688	Franktown	CO	80116
Franktown Fire Protection District		1959 N Hwy 83	Franktown	CO	80116
Hess Ranch Metro District 1	White, Bear, Ankele, Tanaka & Waldron	2154 E Commons Ave Ste 2000	Centennial	CO	80122
Hess Ranch Metro District 2	White, Bear, Ankele, Tanaka & Waldron	2154 E Commons Ave Ste 2000	Centennial	CO	80122
Hess Ranch Metro District 3	White, Bear, Ankele, Tanaka & Waldron	2154 E Commons Ave Ste 2000	Centennial	CO	80122
Hess Ranch Metro District 4	Spencer Fane LLP	1700 Lincoln St Ste 2000	Denver	CO	80203
Hess Ranch Metro District 5	Spencer Fane LLP	1700 Lincoln St Ste 2000	Denver	CO	80203
Hess Ranch Metro District 6	Spencer Fane LLP	1700 Lincoln St Ste 2000	Denver	CO	80203
Hess Ranch Metro District 7	Spencer Fane LLP	1700 Lincoln St Ste 2000	Denver	CO	80203
Hess Ranch Metro District 8	Spencer Fane LLP	1700 Lincoln St Ste 2000	Denver	CO	80203
High Prairie Farms Metro District		1189 S Perry St Ste 220	Castle Rock	CO	80104
Horse Creek Metro District	Special District Management Services Inc	141 Union Blvd Ste 150	Lakewood	CO	80228-1898
Horseshoe Ridge Metro District 1	Spencer Fane LLP	1700 Lincoln St Ste 2000	Denver	CO	80203-4554
Horseshoe Ridge Metro District 2	Spencer Fane LLP	1700 Lincoln St Ste 2000	Denver	CO	80203-4554
Horseshoe Ridge Metro District 3	Spencer Fane LLP	1700 Lincoln St Ste 2000	Denver	CO	80203-4554
Jordan Crossing Metro District	Special District Management Services Inc	141 Union Blvd Ste 150	Lakewood	CO	80228-1898
Maher Ranch Metro District 4	White, Bear, Ankele, Tanaka & Waldron	2154 E Commons Ave Ste 2000	Centennial	CO	80122
Neu Towne Metro District	Simmons & Wheeler PC	304 Inverness Way S Ste 490	Englewood	CO	80112
Overlook Metro District	McGeady Becher PC	450 E 17th Ave Ste 400	Denver	CO	80203
Parker Homestead Metro District	Special District Management Services Inc	141 Union Blvd Ste 150	Lakewood	CO	80228-1898
Parker Water & Sanitation District		18100 E Woodman Dr	Parker	CO	80134
Pine Bluffs Metro District	Koelbel and Company	5291 E Yale Ave	Denver	CO	80222
Pinery Commercial Metro District 1	White, Bear, Ankele, Tanaka & Waldron	2154 E Commons Ave Ste 2000	Centennial	CO	80122
Pinery Commercial Metro District 2	White, Bear, Ankele, Tanaka & Waldron	2154 E Commons Ave Ste 2000	Centennial	CO	80122
Pinery West Metro District 2	White, Bear, Ankele, Tanaka & Waldron	2154 E Commons Ave Ste 2000	Centennial	CO	80122
Pinery West Metro District 3	White, Bear, Ankele, Tanaka & Waldron	2154 E Commons Ave Ste 2000	Centennial	CO	80122
Reata North Metro District		304 Inverness Way S Ste 490	Englewood	CO	80111
Reata Ridge Village Metro District 1	White, Bear, Ankele, Tanaka & Waldron	2154 E Commons Ave Ste 2000	Centennial	CO	80122
Reata Ridge Village Metro District 2	White, Bear, Ankele, Tanaka & Waldron	2154 E Commons Ave Ste 2000	Centennial	CO	80122
Reata South Metro District	Collins Cockrel & Cole PC	390 Union Blvd Ste 400	Lakewood	CO	80228
Regency Metro District	Special District Management Services Inc	141 Union Blvd Ste 150	Lakewood	CO	80228-1898
Regional Transportation District		1600 Blake St	Denver	CO	80202
Robinson Ranch Metro District	Community Resource Services of CO LLC	7995 E Prentice Ave Ste 103E	Greenwood Village	CO	80111
Salisbury Heights Metro District	CliftonLarsonAllen LLP	8390 E Crescent Pkwy Ste 300	Greenwood village	CO	80111
South Metro Fire Rescue Fire Protection District		9195 E Mineral Ave	Centennial	CO	80112
Stone Creek Metro District	Special District Management Services Inc	141 Union Blvd Ste 150	Lakewood	CO	80228-1898
Town of Castle Rock		100 N Wilcox St	Castle Rock	CO	80104
Town of Parker		20120 E Mainstreet	Parker	CO	80138
Urban Drainage & Flood Control District		2480 W 26th Ave Ste 156-B	Denver	CO	80211
Urban Drainage & Flood South Platte		2480 W 26th Ave Ste 156-B	Denver	CO	80211
Village on the Green Metro District 1	Spencer Fane LLP	1700 Lincoln St Ste 2000	Denver	CO	80203-4554
Villages at Castle Rock Metro District 6	Special District Management Services Inc	141 Union Blvd Ste 150	Lakewood	CO	80228-1898
Colorado Division of Local Government		1313 Sherman Street, # 521	Denver	CO	80203

RESOLUTION NO. 19-033, Series of 2019

TITLE: A RESOLUTION TO APPROVE THE AMENDED AND RESTATED SERVICE PLAN FOR HESS RANCH METROPOLITAN DISTRICT NO. 2 TO BE KNOWN AS TRAILS AT CROWFOOT METROPOLITAN DISTRICT NO. 2

WHEREAS, by Resolution No. 15-063, the Town Council of the Town of Parker (the “Town”) on September 21, 2015, approved a Consolidated Service Plan (“Original Service Plan”) for the organization of the Hess Ranch Metropolitan District Nos. 1-8; and

WHEREAS, Hess Ranch Metropolitan District No. 2 (the “District”) is currently in the process of changing its name to Trails at Crowfoot Metropolitan District No. 2; and

WHEREAS, an Amended and Restated Service Plan for Hess Ranch Metropolitan District No. 2 (the “Service Plan”) was filed in the office of the Town Clerk of the Town of Parker; and

WHEREAS, the Town, pursuant to C.R.S. § 32-1-101, *et seq.*, (the “Special Districts Act”) and Chapter 10.11 of the Town of Parker Municipal Code (the “Code”), has the authority to approve service plans for metropolitan districts that are organized within the Town’s boundaries; and

WHEREAS, the Town Council has reviewed the Service Plan, the evidence and related exhibits, and has determined that the same meets the municipal approval criteria under the Special District Act and the Code, and therefore, has determined to adopt a resolution of approval of the Service Plan for the District; and

WHEREAS, a copy of the Service Plan is attached hereto as **Exhibit 1** and incorporated herein by reference; and

WHEREAS, notice of the public hearing before the Town Council for its consideration of the Service Plan was duly published in the *Douglas County News-Press* on May 23, 2019, in accordance with the Special Districts Act, as evidenced by the Affidavit of Publication attached hereto as **Exhibit 2** and incorporated herein by reference; and

WHEREAS, in accordance with the Special Districts Act, notice of the hearing before the Town Council was also duly mailed by first class mail on May 21, 2019, to all property owners within the boundaries of the District, to interested persons, defined as follows: (1) the Colorado Division of Local Government; and (2) the governing body of any municipality or special district which has levied an ad valorem tax within the next preceding tax year, and which has boundaries within a radius of three miles of the District’s boundaries, as evidenced by the Certificate of Mailing of Notice of Hearing to Three Mile Radius Entities attached hereto as **Exhibit 3** and incorporated herein by reference; and

WHEREAS, the boundaries of the District are wholly contained within the boundaries of the Town; and

WHEREAS, pursuant to the provisions of the Special Districts Act and the Code, the Town Council held a public hearing on the Service Plan for the District on June 17, 2019; and

WHEREAS, the Town Council considered the Service Plan, and all other testimony and evidence presented at said hearing.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, AS FOLLOWS:

Section 1. The Town Council hereby determines that the hearing before the Town Council was open to the public; all interested parties were heard or had the opportunity to be heard; and all relevant testimony and evidence submitted to the Town Council was considered.

Section 2. The Town Council hereby determines that the requirements of the Special Districts Act and the Code, relating to the filing of the Service Plan for the District, and the requirements of C.R.S. § 32-1-204 relating to notice of the hearing by the Town Council, and the requirements of the Special Districts Act and the Code, relating to the approval by the Town Council, have been fulfilled.

Section 3. Upon consideration of the Service Plan for the District, and evidence at the public hearing on the Service Plan, the Town Council does find, determine and declare, as required by C.R.S. § 32-1-203 and the Code, as follows:

1. There continues to be sufficient existing and projected need for organized service in the area to be serviced by the District;
2. That the existing service in the area to be served by the District continues to be inadequate for present and projected needs;
3. That the District is capable of providing economical and sufficient service to the area within their boundaries;
4. That the area included in the District has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis;
5. That adequate service is not or will not be available to the area through the Town or other existing quasi-municipal corporations, including existing districts, within a reasonable time and on a comparable basis;
6. That the facility and service standards of the District are compatible with the facility and service standards of the Town;
7. That the Service Plan is in substantial compliance with the Town's master plan;
8. That the Service Plan is in substantial compliance with the county, regional or state long-range water quality management plan for the area;

9. That approval of the Service Plan for the District will be in the best interests of the area to be served;

10. That approval of the Service Plan for the District will be in the best interests of the residents or future residents of the area proposed to be served;

11. That the Service Plan is in substantial compliance with Sections 10.11.010, *et seq.*, of the Code; and

12. That the approval of the Service Plan for the District will not foster urban development that is remote from or incapable of being integrated with existing urban areas, or place a burden on the Town or adjacent jurisdictions to provide urban services to residents of the District.

Section 4. The Town Council hereby finds that approval of the Service Plan is in the best interests of the property to be served, the Town and the District.

Section 5. The Town Council hereby approves the Service Plan for the District as submitted.

Section 6. A certified copy of this Resolution shall be filed in the records of the Town and the Douglas County Clerk and Recorder.

RESOLVED AND PASSED this _____ day of June, 2019.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

EXHIBIT 1
Service Plan

**AMENDED AND RESTATED SERVICE PLAN
FOR
HESS RANCH METROPOLITAN DISTRICT NO. 2**

**TO BE KNOWN AS
TRAILS AT CROWFOOT METROPOLITAN DISTRICT NO. 2
TOWN OF PARKER, COLORADO**

Prepared

by

WHITE BEAR ANKELE TANAKA & WALDRON
2154 E. Commons Ave., Suite 2000
Centennial, CO 80122

Approved: June 17, 2019

TABLE OF CONTENTS

I.	INTRODUCTION	1
A.	Background	1
B.	Purpose and Intent.....	2
C.	Need for the Districts	2
D.	Objective of the Town Regarding Districts’ Service Plan.....	2
II.	DEFINITIONS.....	3
III.	BOUNDARIES	6
IV.	PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION.	6
V.	DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES.....	7
A.	Powers of the District and Service Plan Amendment.....	7
1.	Operations and Maintenance Limitation.....	7
2.	Fire Protection Limitation.....	7
3.	Television Relay and Translation; Mosquito Control, and Other Limitations	7
4.	Construction Standards Limitation	8
5.	Property Acquisition Limitation; Transfer Requirement.....	8
6.	Privately Placed Debt Limitation.....	8
7.	Inclusion and Exclusion Limitations	8
8.	Total Debt Issuance Limitation.....	9
9.	Monies from Other Governmental Sources	9
10.	Consolidation Limitation	9
11.	Bankruptcy Limitation	9
12.	Revenue Bond Limitation	10
13.	Service Plan Amendment Requirement	10
B.	Capital Plan.....	10
C.	Multiple District Structure	11
VI.	FINANCIAL PLAN.....	11
A.	General	11
B.	Maximum Voted Interest Rate and Maximum Underwriting Discount	12
C.	Maximum Debt Mill Levy	12
D.	Maximum Debt Mill Levy Imposition Term	13
E.	Operation and Maintenance Mill Levy	13
F.	Infrastructure Capital Mill Levy and Town Capital and Maintenance Mill Levy	13
G.	Debt Repayment Sources	14
H.	Debt Instrument Disclosure Requirement.....	15
I.	Security for Debt.....	15
J.	TABOR Compliance.....	15
K.	Subdistricts.....	15
A.	General	16

B.	Reporting of Significant Events.....	16
VIII.	DISSOLUTION	17
IX.	DISCLOSURE TO PURCHASERS.....	17
XII.	CONCLUSION.....	18

LIST OF EXHIBITS

EXHIBIT A	Legal Descriptions
EXHIBIT B	Parker Vicinity Map
EXHIBIT C	District Boundary Map
EXHIBIT D	Capital Plan and Engineer's Opinion of Probable Cost
EXHIBIT E	Maps Depicting Public Improvements
EXHIBIT F	Financial Plan
EXHIBIT G	Indemnification Letters
EXHIBIT H	Intergovernmental Agreement

I. INTRODUCTION

A. Background

On September 21, 2015, by Resolution No. 15-053, Series of 2015, the Town approved the Consolidated Service Plan (the “**Original Service Plan**”) for Hess Ranch Metropolitan District Nos. 1-8 (collectively, the “**Hess Ranch Districts**”). Hess Ranch Metropolitan District No. 2 is currently in the process of changing its name to Trails at Crowfoot Metropolitan District No. 2 (“**District No. 2**” or the “**District**”).

At the time of Town approval of the Original Service Plan it was anticipated that the Hess Ranch Districts would collectively undertake the financing and construction of the Public Improvements (as defined in the Original Service Plan), and that the Hess Ranch Districts share certain Public Improvement costs. Also at the time of Town approval of the Original Service Plan, the Hess Ranch Districts anticipated that the Hess Ranch Districts would undertake the financing and construction of the Public Improvements in sequential order. As a result of the sale of approximately 400.135 +/- acres of land located within the Service Plan Area (the “**HR935 Property**”), there is a diversity of property ownership in the Hess Ranch Districts. Upon information and belief, JEN Colorado 18, LLC owns the remaining approximately 1,135.955 +/- acres of land located within the Original Service Plan area (the “**JEN Property**”). As a result of such diversity of property ownership, the Hess Ranch Districts have determined that development of the project and financing and construction of the Public Improvements may occur at different times. The Hess Ranch Districts have determined that District No. 1, Hess Ranch Metropolitan District No. 2 (“**District No. 2**”), and Hess Ranch Metropolitan District No. 3 (“**District No. 3**” and collectively with District No. 1 and District No. 3, the “**Districts**”) will serve the HR935 Property and District No. 4, District No. 5, District No. 6, District No. 7 and District No. 8 (collectively, “**District Nos. 4-8**”) will serve the JEN Property.

The Original Service Plan contains a combined total aggregate debt limit for all of the Hess Ranch Districts of \$122,260,000 and requires the Hess Ranch Districts to enter into an Intergovernmental Agreement whereby the Hess Ranch Districts clarify the nature of the functions and services to be provided by each Hess Ranch District, and the mechanisms by which the Hess Ranch Districts will cooperatively fund Public Improvement costs. On February 21, 2017, the Hess Ranch Districts entered into an Intergovernmental Agreement Regarding Debt Allocation and Cost Sharing (“**Hess Ranch Districts IGA**”) as required by the Original Service Plan. Pursuant to the Hess Ranch Districts IGA, the Hess Ranch Districts agreed on the allocation of the total aggregate debt limit contained within the Original Service Plan. In addition to the debt allocation, the Hess Ranch Districts also agreed to share in the costs of certain regional public improvements, as more particularly set forth in the Hess Ranch Districts IGA. Simultaneous with the Town’s approval of this Amended and Restated Service Plan, the Hess Ranch Districts intend on amending the Hess Ranch Districts IGA to terminate the provisions as it relates to the debt allocation, as the Districts combined debt authorization will be governed by this Service Plan.

As a result of the diversity of property ownership and differing plans and timing for development, the Districts and District Nos. 4-8 desire to operate independently from one another. This Amended and Restated Service Plan is for Hess Ranch Metropolitan District No. 1, (the “**Service Plan**”) and is in compliance with the Special District Act and Chapter 10.11 of the Town

Code. District No. 1 and District No. 3 are simultaneously submitting separate amended and restated service plans governing District No. 1 and District No. 3. The District is requesting approval of this Amended and Restated Service Plan to conform with the new Town model Service Plan, update the Financial Plan and Capital Plan to reflect current development plans and to remove references to District Nos. 4-8. District Nos. 4-8 consent to this Amended and Restated Service Plan and upon approval by the Town, shall operate independently under the Original Service Plan until such time as the Town approves an amended and restated service plan(s) governing just District Nos. 4-8.

B. Purpose and Intent

The District is an independent unit of local government, separate and distinct from the Town, and, except as may otherwise be provided for by State or local law, or this Service Plan, its activities are subject to review by the Town only insofar as they may deviate in a material matter from the requirements of the Service Plan, Chapter 10.11 of the Town Code or the Intergovernmental Agreement. It is intended that the Districts will provide a part or all of the Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the Districts. The primary purpose of the Districts will be to finance the construction of these Public Improvements.

This multiple-district Service Plan is intended to accommodate the phasing of the Project and the infrastructure needs of each phase. It is contemplated, although not required, that the Districts will cooperate with each other on certain infrastructure that benefits the taxpayers and inhabitants of the Service Area, and that each District will additionally have its own particular infrastructure needs.

The District is not being created to provide ongoing operations and maintenance services other than as specifically set forth in this Service Plan and the Intergovernmental Agreement.

C. Need for the Districts

There are currently no other governmental entities, including the Town, located in the immediate vicinity of the Districts that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction, installation, relocation, redevelopment, and financing of the Public Improvements needed for the Project. Formation of the Districts is therefore necessary in order for the Public Improvements required for the Project to be provided in the most economic manner possible.

D. Objective of the Town Regarding Districts' Service Plan

The Town's objective in approving the Service Plan for the District is to authorize the District to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment and financing of the Public Improvements from the proceeds of Debt to be issued by the Districts. All Debt is expected to be repaid by limited taxes and Development Fees imposed and collected for no longer than the Maximum Debt Mill Levy Imposition Term for residential properties and at a tax mill levy no higher than the Maximum Debt Mill Levy, for commercial and residential properties, and the Districts shall be authorized to finance the Public Improvements that

can be funded from these sources of repayment. The Infrastructure Capital Mill Levy and the Town Capital and Maintenance Mill Levy may also be pledged to the repayment of Debt, as set forth in the Intergovernmental Agreement. Debt which is issued within these parameters (as further described in the Financial Plan) will insulate property owners from excessive tax burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt.

This Service Plan is intended to establish a limited purpose for the District and explicit financial constraints that are not to be violated under any circumstances. The primary purpose of the District is to provide for the Public Improvements associated with the Project, including those regional improvements necessitated by the Project. Ongoing operational and maintenance activities may be allowed, but only as specifically provided for in the Intergovernmental Agreement.

It is the intent of this Service Plan to assure to the extent possible that no commercial or residential property bear an economic burden that is greater in amount than that associated with the Maximum Debt Mill Levy and that no property developed for a residential use bear an economic burden in the form of the Maximum Debt Mill Levy that is longer in duration than that associated with the Maximum Debt Mill Levy Imposition Term, even under bankruptcy or other unusual situations. Generally, the cost of Public Improvements that cannot be funded within these parameters and the financing capacity of the Districts are not costs to be paid by the Districts. Costs of required Public Improvements that cannot be financed by the Districts are expected to be financed by the developer of the Project.

II. DEFINITIONS

In this Service Plan, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Approved Development Plan: means a development plan or other process established by the Town (including, but not limited to, approval of a final plat, minor development plat or site plan by the Town planning commission or by the Town Council) for identifying, among other things, Public Improvements necessary for facilitating development for property within the Service Area as approved by the Town pursuant to the Town Code and as amended pursuant to the Town Code from time to time. An Approved Development Plan does not include any plan, process or approval denoted as preliminary under the Town Code. The Hess Ranch Planned Development approved by the Town on November 6, 2017 and recorded in the real property records of Douglas County at Reception No. 2017076072, and any amendments thereto, is an Approved Development Plan for purposes of this Service Plan.

Board: means the board of directors of the District.

Bond, Bonds or Debt: means bonds or other obligations for the payment of which the Districts have promised to impose an *ad valorem* property tax mill levy.

Capital Plan: means the Capital Plan described in Section V.B. which includes: (a) a comprehensive list of the Public Improvements to be developed by the District; (b) an

engineer's estimate of the cost of the Public Improvements; and (c) a pro forma capital expenditure plan correlating expenditures with development.

Development Fee: means the one-time development or system development fee imposed by the District on a per-unit (*residential*) or per square-foot (*non-residential*) basis at or prior to the issuance of a certificate of occupancy for the unit or structure to assist with the planning and development of the Public Improvements, subject to the limitations set forth in Section VI.E. of the Service Plan. The Development Fee may be used to finance, plan, acquire, and construct the Public Improvements, and pay debt service.

District No. 1: means Hess Ranch Metropolitan District No. 1, to be known as Trails at Crowfoot Metropolitan District No. 1.

District or District No. 2: means Hess Ranch Metropolitan District No. 2, to be known as Trails at Crowfoot Metropolitan District No. 2.

District No. 3: means Hess Ranch Metropolitan District No. 3, to be known as Trails at Crowfoot Metropolitan District No. 3.

Districts: means District No. 1, District No. 2, and District No. 3, collectively.

External Financial Advisor: means a consultant that: (1) advises Colorado governmental entities on matters relating to the issuance of securities by Colorado governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance in respect of such securities; (2) shall be an underwriter, investment banker, or individual listed as a public finance advisor in the Bond Buyer's Municipal Market Place; and (3) is not an officer or employee of any of the Districts and has not been otherwise engaged to provide services in connection with the transaction related to the applicable Debt.

Financial Plan: means the Financial Plan described in Section VI which describes (a) how the Public Improvements are to be financed; (b) how the Debt is expected to be incurred; (c) the estimated operating revenue derived from property taxes for the first budget year; (d) the total amount of Debt planned for at least the five-year period commencing with the approval of this Service Plan; (e) all proposed sources of revenue and projected District expenses, as well as the assumptions upon which they are based, for at least a ten-year period from the date of approval of this Service Plan; (f) the dollar amount of any anticipated financing, including capitalized interest, costs of issuance, estimated maximum rates and discounts, and any expenses related to the organization and initial operation of the Districts; (g) a detailed repayment plan covering the life of any financing, including the frequency and amounts to be collected from all sources; (h) the amount of any reserve fund and the expected level of annual Debt service coverage which will be maintained for any financing; (i) the total authorized Debt for the Districts; (j) the provisions regarding any credit enhancement, if any, for the proposed financing, including, but not limited to, letters of credit and insurance; and (k) a list and written explanation of potential risks of the financing.

Infrastructure Capital Mill Levy: means 5 mills that shall be levied by the District and either retained by the District or remitted to the Town (or a combination thereof) and used for the planning, design and construction of infrastructure that the Town determines is necessary or desirable in connection with the impacts of development in the District. The utilization of the Infrastructure Capital Mill Levy shall be determined in the Intergovernmental Agreement. The Infrastructure Capital Mill Levy shall be imposed by the District beginning the first year the District certifies a debt service mill levy and shall be subject to the Mill Levy Adjustment.

District Boundaries: means the boundaries of the area described in the District Boundary Map.

District Boundary Map: means the map attached hereto as **Exhibit C**, depicting the Boundaries of the Districts.

Intergovernmental Agreement: means the intergovernmental agreement required by Town Code Section 10.11.140(a), and attached hereto as **Exhibit G**.

Map Depicting Public Improvements: means the map attached hereto as **Exhibit E**, showing the location(s) of the Public Improvements listed in the Capital Plan.

Maximum Debt Mill Levy: means the maximum mill levy the District is permitted to impose for payment of Debt as set forth in Section VI.C below. The Maximum Debt Mill Levy shall be subject to the Mill Levy Adjustment.

Maximum Debt Mill Levy Imposition Term: means the maximum term for imposition of a mill levy on a particular property developed for residential uses as set forth in Section VI.D below.

Mill Levy Adjustment: means, if, on or after January 1, 2019, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement, the mill levy to which the Mill Levy Adjustment applies may be increased or decreased to reflect such changes, such increases and decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the applicable mill levy, as adjusted for changes occurring after January 1, 2019, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

Operation and Maintenance Mill Levy: means the maximum number of mills (up to 10 mills) the District may levy, as set forth in the Intergovernmental Agreement, to pay for the costs of ongoing administrative, accounting and legal services of the Districts, and, if applicable, the costs of maintaining certain regional Public Improvements, as the same are identified in the Intergovernmental Agreement.

Project: means the development or property commonly referred to as Trails at Crowfoot.

Public Improvements: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped as part of an Approved Development Plan and financed as generally described in the Special District Act, except as specifically limited in Section V below to serve the future taxpayers and inhabitants of the Service Area as determined by the Board of each District.

Service Area: means the property within the District Boundaries.

Service Plan: means this service plan for the District approved by Town Council.

Service Plan Amendment: means an amendment to the Service Plan approved by Town Council in accordance with Chapter 10.11 of the Town Code and the applicable state law.

Special District Act: means Section 32-1-101, *et seq.*, of the Colorado Revised Statutes, as amended from time to time.

State: means the State of Colorado.

Town: means the Town of Parker, Colorado.

Town Capital and Maintenance Mill Levy: means 5 mills that shall be levied by the District and either retained by the District or remitted to the Town and used for the construction and maintenance of infrastructure that the Town determines is necessary or desirable in connection with the impacts of development in the District. The utilization of the Town Capital and Maintenance Mill Levy shall be determined in the Intergovernmental Agreement. The Town Capital Maintenance Mill Levy shall be imposed by the District beginning the first year the District certifies a debt service mill levy and shall be subject to the Mill Levy Adjustment.

Town Code: means the Town of Parker Municipal Code, as may be amended and in effect from time to time.

Town Council: means the Town Council of the Town of Parker, Colorado.

III. BOUNDARIES

The area of the District Boundaries includes approximately 400 acres. A legal description of the District Boundaries is attached hereto as **Exhibit A**. A map of the District Boundaries is attached hereto as **Exhibit C**. A vicinity map is attached hereto as **Exhibit B**. It is anticipated that the Districts' Boundaries may change from time to time as it undergoes inclusions and exclusions pursuant to Section 32-1-401, *et seq.*, C.R.S., and Section 32-1-501, *et seq.*, C.R.S., subject to the limitations set forth in Article V below.

IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION

The Service Area consists of approximately 400 acres of land. The current assessed valuation of the Service Area is assumed to be \$0.00 for purposes of this Service Plan and, at build

out, is expected to be sufficient to reasonably discharge the Debt under the Financial Plan. The residential population of the Districts at build-out is estimated to be approximately 2,225 persons. The non-residential density of the Districts at build-out is estimated to be approximately 80,000 square feet.

Approval of this Service Plan by the Town does not imply approval of the development of a specific area within the Districts, nor does it imply approval of the number of residential units or the total site/floor area of commercial or industrial buildings which may be identified in this Service Plan or any of the exhibits attached thereto. The permitted level of the development within the Project is as contained within an Approved Development Plan.

Approval of this Service Plan by the Town in no way releases or relieves the developer of the Project, or the landowner or any subdivider of the Project property, or any of their respective successors or assigns, of obligations to construct public improvements for the Project or of obligations to provide to the Town such financial guarantees as may be required by the Town to ensure the completion of the Public Improvements, or of any other obligations to the Town under the Town Code or any applicable annexation agreement, subdivision agreement, or other agreements affecting the Project property or development thereof.

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES

A. Powers of the District and Service Plan Amendment

The District shall have the power and authority to provide the Public Improvements within and without the boundaries of the District as such power and authority is described in the Special District Act, and other applicable statutes, common law and the Constitution, subject to the limitations set forth in this Service Plan and the Intergovernmental Agreement.

1. Operations and Maintenance Limitation. The purpose of the District is to plan for, design, acquire, construct, install, relocate, redevelop and finance the Public Improvements. The District shall dedicate the Public Improvements to the Town or other appropriate jurisdiction or owners association in a manner consistent with the Approved Development Plan, other rules and regulations of the Town, and applicable provisions of the Town Code, all as directed by the Town. The District shall not be authorized to operate and maintain any part or all of the Public Improvements, or any other improvements, public or private, unless specifically provided for in the Intergovernmental Agreement.

2. Fire Protection Limitation. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless such facilities and services are provided pursuant to an intergovernmental agreement with the Town. The authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system shall not be limited by this provision.

3. Television Relay and Translation; Mosquito Control, and Other Limitations. Unless such facilities and services are provided pursuant to the Intergovernmental Agreement, the District shall not be authorized to plan for, design, acquire, construct, install,

relocate, redevelop, finance, operate, maintain or provide: (a) any television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project; (b) any mosquito control facilities and services; (c) any solid waste disposal, collection and transportation facilities and services; and (d) any security, covenant enforcement and design review services.

4. Construction Standards Limitation. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the Town and of federal and state governmental entities having proper jurisdiction, and of those special districts that qualify as “interested persons” under Section 32-1-204(1), C.R.S., as applicable. The District will obtain the Town’s approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

5. Property Acquisition Limitation; Transfer Requirement. The District shall not exercise any power of dominant eminent domain against the Town without the prior written consent of the Town. The District shall at no expense to the Town transfer to the Town all rights-of-way, fee interests and easements that the Town determines are necessary for access to and operation and maintenance of the Public Improvements, consistent with the Approved Development Plan and to the extent such interests have not been acquired by the Town through such Development Plan process.

6. Privately Placed Debt Limitation. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

We are [I am] an External Financial Advisor within the meaning of the District’s Service Plan.

We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by the District for the [insert the designation of the Debt] does not exceed a market [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

7. Inclusion and Exclusion Limitations. The District shall not include within any of its boundaries any property outside the Service Area without the prior written consent of the Town Council. The District shall not exclude any property from the District if such exclusion will result, or is reasonably anticipated to result, in detriment to the remaining residents and taxpayers within the District or any of the other Districts, or to any of the Districts’ bondholders. No District shall impose a mill levy and then exclude the property from its boundaries, unless the property is being included in one of the other Districts.

8. Total Debt Issuance Limitation. The Districts shall not issue Debt in excess of \$90,068,750 total aggregate principal amount, provided that such limitation shall not be applicable to refunding Bonds issued by the Districts to refund outstanding Debt. The foregoing figure is the product of: (a) the bonding capacity of the Districts, which was derived using the following assumptions: (i) the interest rate is not less than 150 basis points more than the 30 Year AAA MMD Index (as of the date of the submission of the Service Plan); (ii) inflation on completed structures does not exceed a 4% biennial growth rate; (iii) the bonds amortize over a period of 40 years; and (iv) debt service coverage is no less than 100%; and (v) the levying by each of the Districts of 57 mills for the Maximum Debt Mill Levy, 5 mills for the Infrastructure Capital Mill Levy, and 5 mills for the Town Capital and Maintenance Mill Levy; and (b) 125%. The Districts shall allocate the Debt among themselves in an intergovernmental agreement and shall provide a copy of such intergovernmental agreement and any subsequent amendments thereto to the Town. The Debt limitation shall not apply to the District's pledge of its property tax or specific ownership tax revenues derived from its mill levies to one of the other Districts (as defined in the Service Plan).

9. Monies from Other Governmental Sources. The District shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities for which the Town is eligible to apply for, except as may be specifically authorized in an intergovernmental agreement with the Town. This Section shall not apply to specific ownership taxes which shall be distributed to and be a revenue source for the District without any limitation.

10. Consolidation Limitation. The District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the Town, unless such consolidation is with one of the other Districts.

11. Bankruptcy Limitation. All of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy, the total debt issuance limitation, and the Maximum Debt Mill Levy Imposition Term have been established under the authority of the Town to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

(a) shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

(b) are, together with all other requirements of Colorado law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy or the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the Town as part of a Service Plan Amendment.

12. Revenue Bond Limitation. The District shall not issue revenue bonds where the revenue pledged to such bonds consists of fees, except as set forth in this Section. Prior to issuing any revenue bonds, the District shall submit all relevant details of such issuance to the Town Council, which may elect to treat the issuance of the revenue bonds as a material modification of the Service Plan. If the Town Council determines that the issuance of revenue bonds constitutes a material modification of the Service Plan, the District shall proceed to amend the Service Plan in accordance with Section 32-1-207, C.R.S. prior to issuing any revenue bonds. Bonds issued by one of the Districts to which one of the other Districts has pledged toward the repayment of such bonds its property taxes and/or specific ownership taxes derived from a mill levy or other source of revenue shall not be considered revenue bonds under this Section.

13. Service Plan Amendment Requirement. This Service Plan is general in nature and does not include specific detail in some instances because development plans have not been finalized. The Service Plan has been designed with sufficient flexibility to enable the Districts to provide required Public Improvements under evolving circumstances without the need for numerous amendments. Modification of the general types of services and facilities making up the Public Improvements, and changes in proposed configurations, locations or dimensions of the Public Improvements shall be permitted to accommodate development needs consistent with the then-current Approved Development Plan(s) for the Project, subject to the limitations of this Service Plan and the Intergovernmental Agreement.

The District is an independent unit of local government, separate and distinct from the Town, and its activities are subject to review by the Town only insofar as they may deviate in a material manner from the requirements of the Service Plan, Chapter 10.11 of the Town Code, or the Intergovernmental Agreement. As such, any action of the District which: (1) violates the limitations set forth in Sections V.A.1-14 above; (2) violates the limitations set forth in Section VI.B-H; (3) constitutes a material modification under Town Code Section 10.11.060; or (4) constitutes a failure to comply with the Intergovernmental Agreement or other agreement with the Town, which non-compliance has not been waived in writing by the Town, shall be deemed to be a material modification to this Service Plan and the Town shall be entitled to all remedies available under State and local law to enjoin such action(s) of the District.

Any Town approval requirements contained in this Service Plan (including, without limitation, any provisions requiring that a change, request, occurrence, act or omission be treated as a Service Plan Amendment or be deemed a “material modification” of the Service Plan) shall remain in full force and effect, and, unless otherwise provided by resolution of the Town Council, such Town approval shall continue to be required, notwithstanding any future change in law modifying or repealing any statutory provision concerning service plans, amendments thereof or modifications thereto.

B. Capital Plan

The Districts shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, and financing of the Public Improvements within the Service Area of the Districts and, to the extent necessary to improve adjacent streets and connect Public Improvements to existing infrastructure, without the boundaries of the Districts, all to be more specifically defined in an Approved Development Plan. A Capital Plan,

including: (1) a comprehensive list of the Public Improvements to be developed by the Districts; (2) an estimate of the cost of the Public Improvements, together with a letter from a Colorado professional registered engineer certifying that such costs are reasonable in the engineer's opinion and that such estimates were prepared based upon Town construction standards; and (3) a pro forma capital expenditure plan correlating expenditures with development is attached hereto as **Exhibit D**. Maps Depicting Public Improvements are attached hereto as **Exhibit E**. As shown in the Capital Plan, the estimated cost of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, or financed by the Districts is approximately \$55,874,986.85. Costs of required Public Improvements that cannot be financed by the Districts within the parameters of this Service Plan and the financial capability of the Districts are expected to be financed by the developer of the Project.

The Districts shall be permitted to allocate costs between such categories of the Public Improvements as deemed necessary in its discretion.

All of the Public Improvements described herein will be designed in such a way as to assure that the Public Improvements standards will be compatible with those of the Town and shall be in accordance with the requirements of the Approved Development Plan. All descriptions of the Public Improvements to be constructed, and their related costs, are estimates only and are subject to modification as engineering, development plans, economics, the Town's requirements, and construction scheduling may require. Upon approval of this Service Plan, the Districts will continue to develop and refine the Capital Plan and the Map Depicting Public Improvements, as necessary, and prepare for issuance of Debt. All cost estimates will be inflated to then-current dollars at the time of the issuance of Debt and construction. All construction cost estimates contained in **Exhibit D** assume construction to applicable standards and specifications of the Town and state and federal requirements.

C. Multiple District Structure

It is anticipated that the Districts, collectively, will undertake the financing and construction of certain of the Public Improvements contemplated herein. Specifically, the Districts shall enter into one or more intergovernmental agreements with each other (subject to Section X herein), which intergovernmental agreement(s) shall govern the relationships between and among the Districts with respect to the financing, construction and operation of the Public Improvements. The Districts will establish a mechanism whereby any one or more of the Districts may separately or collectively fund, construct, install and operate the Public Improvements.

VI. FINANCIAL PLAN

A. General

The Districts shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements from its revenues and by and through the proceeds of Debt to be issued by the Districts. The Financial Plan for the Districts shall be to issue such Debt as the District can reasonably pay within the Maximum Debt Mill Levy Imposition Term from revenues derived from the Maximum Debt Mill Levy and other legally available revenues. All bonds and other Debt issued by the Districts may

be payable from any and all legally available revenues of the Districts, including general ad valorem taxes to be imposed upon all taxable property within the Districts. The Districts will also rely upon various other revenue sources authorized by law, such as interest, specific ownership taxes, advances from the Project developer and grants. The District is also authorized to assess and collect a Development Fee as set forth in Section VI.E, below. Unless specifically authorized in the Intergovernmental Agreement, the District shall not impose or assess any fees, rates, tolls, penalties, or charges other than the Development Fee without first obtaining Town approval of an amendment to this Service Plan, which amendment shall be deemed to be a material modification hereof.

The total combined Debt that the Districts shall be permitted to issue shall not exceed \$90,068,750 in aggregate principal amount. Debt is permitted to be issued on a schedule and in such year or years as the Districts determine shall meet the needs of the Capital Plan referenced above and the progression of the development, subject to compliance with this Service Plan. The \$90,068,750 that the Districts shall be permitted to issue is supported by the Financial Plan prepared by D.A. Davidson & Co., attached hereto as **Exhibit F**. D.A. Davidson & Co., shall attach a certification to the Financial Plan, certifying that based upon the assumptions contained therein and their professional opinion, the Districts are expected to retire all Debt referenced in the Financial Plan within the restrictions set forth in the Service Plan, including but not limited to the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term.

B. Maximum Voted Interest Rate and Maximum Underwriting Discount

The interest rate on any Debt is limited to the market rate at the time the Debt is issued. In the event of a default, the proposed maximum interest rate on any Debt shall not exceed twelve percent (12%). The proposed maximum underwriting discount will be four percent (4%). Debt, when issued, will comply with all relevant requirements of this Service Plan, State law and Federal law as then applicable to the issuance of public securities.

C. Maximum Debt Mill Levy

The “Maximum Debt Mill Levy” shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District, and shall be determined as follows:

1. For the portion of any aggregate District Debt which exceeds 50% of the District’s assessed valuation, the Maximum Debt Mill Levy for such portion of Debt shall be fifty-seven (57) mills less the number of mills necessary to pay unlimited mill levy Debt described in Section VI.C.2 below, subject to the Mill Levy Adjustment. As of the date of this Service Plan, the Mill Levy Adjustment allows for a Maximum Debt Mill Levy of fifty-seven (57) mills. Except for permitted Mill Levy Adjustments, the District’s mill levy shall not exceed the Maximum Debt Mill Levy. If the District otherwise proposes to adjust its mill levy above the Maximum Debt Mill Levy for the purpose of offsetting any constitutionally or legislatively mandated credit, cut, abatement or change in the method of calculating assessed valuation, the District shall first submit all relevant details of such proposed adjustment to the Town Administrator, who may approve such proposed adjustment in writing or refer the proposal to the Town Council, which may elect to treat the proposed mill levy adjustment as a material modification of the Service Plan. If the

Town Council determines that such adjustment constitutes a material modification of the Service Plan, the District shall proceed to amend the Service Plan in accordance with Section 32-1-207, C.R.S. The District shall obtain written approval of the Town Administrator or of a Service Plan amendment prior to any such mill levy adjustment.

2. For the portion of any aggregate District Debt which is equal to or less than 50% of the District's assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

3. For purposes of the foregoing, once Debt has been determined to be within Section VI.C.2 above, so that the District is entitled to pledge to its payment an unlimited ad valorem mill levy, the District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in the District's Debt to assessed ratio. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law.

D. Maximum Debt Mill Levy Imposition Term

The District shall not impose the Maximum Debt Mill Levy for repayment of any and all Debt (or use the proceeds of the Maximum Debt Mill Levy for repayment of Debt) on any single property developed for residential uses which exceeds forty (40) years after the year of the initial imposition of such Maximum Debt Mill Levy unless a majority of the Board of the District are residents of the District and have voted in favor of a refunding of a part or all of the Debt and such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S. *et seq.*

E. Operation and Maintenance Mill Levy

The District shall be permitted to levy up to 10 mills, subject to the Mill Levy Adjustment, for the purpose of paying for the costs of ongoing administrative, accounting and legal services of the District, and, if applicable, the costs of maintaining certain regional Public Improvements, as the same are identified in the Intergovernmental Agreement.

The estimated cost of engineering services, legal services and administrative services, together with the estimated costs of the Districts' organization and initial operations, are anticipated to be \$100,000, which will be eligible for reimbursement from Debt proceeds. The 2019 operating budget for the District is approximately \$50,000, which is anticipated to be derived from property taxes and other revenues, including developer advances. The District shall maintain, from revenues derived from the Operation and Maintenance Mill Levy and other legally available revenues authorized under this Service Plan, sufficient funds to pay the District's operating costs.

F. Infrastructure Capital Mill Levy and Town Capital and Maintenance Mill Levy

The District shall levy the Infrastructure Capital Mill Levy and the Town Capital and Maintenance Mill Levy the first year the District certifies a debt service mill levy and the

Infrastructure Capital Mill Levy and the Town Capital and Maintenance Mill Levy shall both be subject to the Mill Levy Adjustment.

The Infrastructure Capital Mill Levy shall be levied by the District and either retained by the District or remitted to the Town (or a combination thereof) and used for the planning, design and construction of infrastructure that the Town determines is necessary or desirable in connection with the impacts of development in the District, as set forth in the Intergovernmental Agreement. Likewise, the Town Capital and Maintenance Mill Levy shall be levied by the District and remitted to the Town and used for capital costs or for the maintenance of infrastructure that the Town determines is necessary or desirable in connection with the impacts of development in the District, also as set forth in the Intergovernmental Agreement.

The requirement that the District impose the Infrastructure Capital Mill Levy and the Town Capital and Maintenance Mill Levy shall exist for the duration of the life of the District.

G. Debt Repayment Sources

The District may impose the Maximum Debt Mill Levy on taxable property within its boundaries as a primary source of revenue for repayment of debt service. In no event shall the debt service mill levy in the District exceed the Maximum Debt Mill Levy or, for residential property within the District, the Maximum Debt Mill Levy Imposition Term.

Subject to the terms of the Intergovernmental Agreement, the District may also utilize the Infrastructure Capital Mill Levy and the Town Capital and Maintenance Mill Levy for the repayment of debt service.

The District may also collect a Development Fee, as allowed and limited by Colorado law, provided that such Development Fee does not exceed the following limits:

1. For each single-family detached residential unit, the Development Fee shall not exceed Two Thousand Dollars (\$2,000).
2. For each single-family attached or multi-family residential unit, the Development Fee shall not exceed One Thousand Five Hundred Dollars (\$1,500).
3. For a structure other than a single-family or multi-family residential structure, the Development Fee shall not exceed Twenty-Five Cents (\$0.25) per square foot of the structure.

The Development Fee set forth in this Service Plan may increase by up to the Consumer Price Index for Denver-Boulder, all items, all urban consumers (or its successor index for any years for which Consumer Price Index is not available) each year thereafter (as an inflation adjustment) commencing on January 1, 2019. In addition, should the Town's Model Service Plan be amended to allow for an increase in such Development Fees, such increase in Development Fees shall apply to the District. The Development Fee shall be collected prior to issuance of a certificate of occupancy. Unless specifically authorized in the Intergovernmental Agreement, the District shall not impose or assess any fees, rates, tolls, penalties, or charges other than the

Development Fee, as limited above, without first obtaining Town approval of an amendment to this Service Plan, which amendment shall be deemed to be a material modification hereof.

H. Debt Instrument Disclosure Requirement

In the text of each Bond and any other instrument representing and constituting Debt, the issuing District shall set forth a statement in substantially the following form:

By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations in respect of the payment of the principal of and interest on this Bond contained herein, in the resolution of the District authorizing the issuance of this Bond, and in the Service Plan of the District.

A substantially similar statement describing the limitations in respect of the payment of the principal of and interest on Debt set forth in this Service Plan shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, a developer of property within the boundaries of the District. If no offering documents are used, then the District shall deliver the statement to any prospective purchaser of such Debt. The Town may by written notice to the District require modifications to the form of disclosures statement.

I. Security for Debt

The District shall not pledge any revenue, property or other assets of the Town as security for any District indebtedness. Approval of this Service Plan shall not be construed as a guarantee by the Town of payment of the District's obligations; nor shall anything in the Service Plan be construed so as to create any responsibility or liability on the part of the Town in the event of default by the District in the payment of any such obligation.

J. TABOR Compliance

The District will comply with the provisions of TABOR. In the discretion of the Board, the District may set up enterprises or nonprofit entities to manage, fund, construct and operate facilities, services, and programs. To the extent allowed by law, any entity created by a District will remain under the control of the District's Board. The activities of such enterprises and entities shall comply with the provisions of this Service Plan.

K. Subdistricts

A District may organize subdistricts or areas as allowed by Section 32-1-1101(1)(f), C.R.S., provided, however, that without the approval of the Town, any such subdistrict(s) or area(s) shall be subject to all limitations on debt and other provisions of the Service Plan. In accordance with Section 32-1-1101(1)(f)(I), C.R.S., the District shall notify the Town prior to establishing any such subdistrict(s) or area(s), and shall provide the Town with details regarding the purpose, location, and relationship of the subdistrict(s) or area(s). The Town Council may elect to treat the organization of any such subdistrict(s) or area(s) as a material modification of the Service Plan.

VII. ANNUAL REPORT

A. General

In accordance with Town Code Section 10.11.040, the District shall file an annual report with the Town Clerk not later than September 1st of each calendar year following approval of this Service Plan, which annual report shall reflect activity and financial events of the District through the preceding December 31 (the “report year”). The Districts may file a combined report. The Town Council reserves the right, pursuant to Section 32-1-207(3)(c), C.R.S., to request an annual report from the District beyond five (5) years after the District’s organization. The District shall be not be required to file an annual report if the District has declared inactive status pursuant to Section 32-1-104, C.R.S.

B. Reporting of Significant Events

The annual report shall include the following:

1. A list of public infrastructure the District constructed or installed during the report year, and a schedule for the construction or installation of future public infrastructure, as well as any maintenance operations or activities the District has undertaken during the report year and maintenance operations or activities the District plans to undertake in the upcoming year;
2. Except when exemption from audit has been granted for the report year under the Local Government Audit Law, the audited financial statements of the District for the report year including a statement of financial condition (i.e., balance sheet) as of December 31 of the report year and the statement of operations (i.e., revenues and expenditures) for the report year;
3. Unless disclosed within a separate schedule to the financial statements, a summary of the capital expenditures incurred by the District in development of Public Improvements in the report year, as well as any Public Improvements proposed to be undertaken in the five (5) years following the report year;
4. Unless disclosed within a separate schedule to the financial statements, a summary of the financial obligations of the District at the end of the report year, including the amount of outstanding Debt, the amount and terms of any new Debt issued in the report year, the amount of payment or retirement of existing Debt of the District in the report year, the total assessed valuation of all taxable properties within the District as of January 1 of the report year and the current mill levy of the District pledged to Debt retirement in the report year;
5. The District’s budget for the calendar year in which the annual report is submitted;
6. A summary of the residential and commercial development in the District for the report year;
7. A summary of all fees, charges and assessments imposed by the District as of January 1 of the report year;

8. Certification of the Board that no action, event or condition enumerated in Town Code Section 10.11.060 has occurred in the report year, or certification that such event has occurred but that an amendment to the Service Plan that allows such event has been approved by Town Council;

9. The name, business address and telephone number of each member of the Board and its chief administrative officer and general counsel, together with the date, place and time of the regular meetings of the Board; and

10. Certification from the Board of the District that the District is in compliance with all provisions of the Service Plan.

11. A copy of the most recent notice issued by the District, pursuant to Section 32-1-809, C.R.S.

12. A copy of any intergovernmental agreements entered into by the District since the filing of the last annual report.

VIII. DISSOLUTION

Upon an independent determination of the Town Council that the purposes for which the District was created have been accomplished, the District agrees to file a petition in the District Court for and in Douglas County, Colorado, for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of its outstanding indebtedness and other financial obligations as required pursuant to State statutes.

IX. DISCLOSURE TO PURCHASERS

The Town wants residential buyers to be aware of the additional tax burden to be imposed. The Town mandates early written and recorded notice of the total (overlapping) tax burden, including the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, if applicable, as well as the Operation and Maintenance Mill Levy, the Infrastructure Capital Mill Levy and the Town Capital and Maintenance Mill Levy. The Town will review the type and timing of the disclosure, which the proponents of the District are proposing. The notice shall be recorded against all property within the District within thirty (30) days of approval of this Service Plan by the Town.

There is attached hereto as **Exhibit G** the Project Developer's Indemnification Letter, which is submitted to the Town by the Developer as part of this Service Plan. There is also attached hereto as **Exhibit G** the form of a District Indemnification Letter. The District shall approve and execute the Indemnification Letter at its first Board meeting after approval of this Service Plan by the Town, in the same form as the Indemnification Letter set forth in **Exhibit G** and shall promptly deliver an executed original to the Town.

X. INTERGOVERNMENTAL AGREEMENTS

The form of the intergovernmental agreement required by Town Code Section 10.11.140(a), relating to the limitations imposed on the District's activities, is attached hereto as **Exhibit H**. The District shall approve and execute the Intergovernmental Agreement within 60 days after approval of this Service Plan by the Town, in the same form as the Intergovernmental Agreement approved by Town Council, and shall promptly deliver an executed original to the Town. Failure of the District to execute the Intergovernmental Agreement as required herein shall constitute a material modification and shall require a Service Plan Amendment. The Town Council may approve the Intergovernmental Agreement at the public hearing approving the Service Plan.

Other than the Intergovernmental Agreement referenced in this Section and the intergovernmental agreement referenced in Section V(C) above, no intergovernmental agreements between the Districts and any other government are currently anticipated. Any intergovernmental agreement proposed regarding the subject matter of this Service Plan shall be subject to review by the Town prior to its execution by the District. Such Town review shall be with reference to whether the intergovernmental agreement is in compliance with this Service Plan, the Intergovernmental Agreement, and the terms of the Approved Development Plan or other instrument related to the Public Improvements. After submission of the proposed intergovernmental agreement in substantially final form to Town staff, the Town will notify the Districts within twenty (20) calendar days whether the intergovernmental agreement constitutes a material modification of the Service Plan necessitating an amendment in accordance with Section 32-1-207(2)(a), C.R.S..

XI. NON-COMPLIANCE WITH SERVICE PLAN

In the event it is determined that the District has undertaken any act or omission which violates the Service Plan or constitutes a material departure from the Service Plan, the Town may impose any of the sanctions set forth in Section 10.11.220 of the Town Code, including but not limited to affirmative injunctive relief to require the District to act in accordance with the provisions of this Service Plan. To the extent permitted by law, the District hereby waives the provisions of Section 32-1-207(3)(b), C.R.S. and agrees it will not rely on such provisions as a bar to the enforcement by the Town of any provisions of this Service Plan.

XII. CONCLUSION

It is submitted that this Service Plan for the District, as required by Section 32-1-203(2), C.R.S., and Section 10.11.180 of the Town Code, establishes that:

1. There is sufficient existing and projected need for organized service in the area to be serviced by the District;
2. The existing service in the area to be served by the District is inadequate for present and projected needs;
3. The District is capable of providing economical and sufficient service to the area within its proposed boundaries;

4. The area to be included in the District does have, and will have, the financial ability to discharge the proposed indebtedness on a reasonable basis;
5. Adequate service is not, and will not be, available to the area through the Town or County or other existing municipal or quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis;
6. The facility and service standards of the District are compatible with the facility and service standards of the Town;
7. The proposal is in substantial compliance the Town's Master Plan;
8. The proposal is in compliance with any duly adopted Town, regional or state long-range water quality management plan for the area;
9. The creation of the District is in the best interests of the area proposed to be served;
10. The creation of the District is in the best interests of the residents and future residents of the area proposed to be served;
11. The proposal is in substantial compliance with Chapter 10.11 of the Town Code;
and
12. The proposal will not foster urban development that is remote or incapable of being integrated with existing urban areas, and will not place a burden on the Town or adjacent jurisdictions to provide urban services to residents of the District.

EXHIBIT A

Legal Descriptions

EXHIBIT A
HESS RANCH METROPOLITAN DISTRICT NO. 2
PART OF SECTION 9, TOWNSHIP 7 SOUTH, RANGE 66 WEST, 6TH P.M.,

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PART OF SECTION 9, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACTS D, E, F, H AND I, TRAILS AT CROWFOOT FILING NO. 1, RECORDED AT RECEPTION NO. 2018065116 IN THE RECORDS OF THE DOUGLAS COUNTY, COLORADO CLERK AND RECORDER;

TOGETHER WITH

LOTS 1 THRU 14, INCLUSIVE, BLOCK 1;
LOTS 1 THRU 4, INCLUSIVE, BLOCK 2;
LOTS 1 THRU 15, INCLUSIVE, BLOCK 3;
LOTS 1 THRU 10, INCLUSIVE, BLOCK 4;
LOTS 1 THRU 17, INCLUSIVE, BLOCK 5;
LOTS 1 THRU 14, INCLUSIVE, BLOCK 6;
LOTS 1 THRU 7, INCLUSIVE, BLOCK 7;
LOTS 1 THRU 9, INCLUSIVE, BLOCK 8;

TRACT A, TRAILS AT CROWFOOT FILING NO. 4, RECORDED AT RECEPTION NO. 2019000190 IN THE RECORDS OF THE DOUGLAS COUNTY, COLORADO CLERK AND RECORDER;

TOGETHER WITH

LOTS 1 THRU 9, INCLUSIVE, BLOCK 1;
LOTS 1 THRU 7, INCLUSIVE, BLOCK 2;
LOTS 1 THRU 18, INCLUSIVE, BLOCK 3;
LOTS 1 THRU 20, INCLUSIVE, BLOCK 4;
LOTS 1 THRU 6, INCLUSIVE, BLOCK 5;
LOTS 1 THRU 17, INCLUSIVE, BLOCK 6, TRAILS AT CROWFOOT FILING NO. 5, RECORDED AT RECEPTION NO. 2019000197 IN THE RECORDS OF THE DOUGLAS COUNTY, COLORADO CLERK AND RECORDER;

TOGETHER WITH

LOTS 1 THRU 5, INCLUSIVE, BLOCK 1;
LOTS 1 THRU 14, INCLUSIVE, BLOCK 2;
LOTS 1 THRU 8, INCLUSIVE, BLOCK 3;
LOTS 1 THRU 6, INCLUSIVE, BLOCK 4;
LOTS 1 THRU 9, INCLUSIVE, BLOCK 5;
LOTS 1 THRU 9, INCLUSIVE, BLOCK 6;

TRACTS B AND C, TRAILS AT CROWFOOT FILING NO. 6, RECORDED AT RECEPTION NO. 2018065264 IN THE RECORDS OF THE DOUGLAS COUNTY, COLORADO CLERK AND RECORDER;

TOGETHER WITH

LOTS 1 THRU 14, INCLUSIVE, BLOCK 1;

LOTS 1 THRU 19, INCLUSIVE, BLOCK 2;
LOTS 1 THRU 6, INCLUSIVE, BLOCK 3;
LOTS 1 THRU 10, INCLUSIVE, BLOCK 4;
TRACTS A AND B, TRAILS AT CROWFOOT FILING NO. 7, RECORDED AT RECEPTION NO.
2018065262 IN THE RECORDS OF THE DOUGLAS COUNTY, COLORADO CLERK AND RECORDER;

TOGETHER WITH

LOTS 1 THRU 20, INCLUSIVE, BLOCK 1;
LOTS 1 THRU 11, INCLUSIVE, BLOCK 2, TRAILS AT CROWFOOT FILING NO. 8, RECORDED AT
RECEPTION NO. 2018065282 IN THE RECORDS OF THE DOUGLAS COUNTY, COLORADO CLERK
AND RECORDER;

TOGETHER WITH

LOTS 1 THRU 16, INCLUSIVE, BLOCK 1;
LOTS 1 THRU 26, INCLUSIVE, BLOCK 2, PROPOSED TRAILS AT CROWFOOT FILING NO. 16,
UNRECORDED IN THE RECORDS OF THE DOUGLAS COUNTY, COLORADO CLERK AND
RECORDER;

SAID HESS RANCH METROLITAN DISTRICT NO. 2 CONTAINING A CALCULATED AREA OF 4,639,009
OR 106.497 ACRES, MORE OR LESS.

THE LINEAL UNIT USED IN THE PREPARATION OF THIS LEGAL DESCRIPTION IS THE U.S. SURVEY
FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE
OF STANDARDS AND TECHNOLOGY.

I, WILLIAM F. HESSELBACH JR., A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO
HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE
PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.



WILLIAM F. HESSELBACH JR., P.L.S. 25369
FOR AND ON BEHALF OF
CVL CONSULTANTS OF COLORADO, INC.
10333 E. DRY CREEK ROAD, SUITE 240
ENGLEWOOD, CO 80112



EXHIBIT B

Parker Vicinity Map

TRAILS AT CROWFOOT VICINITY MAP

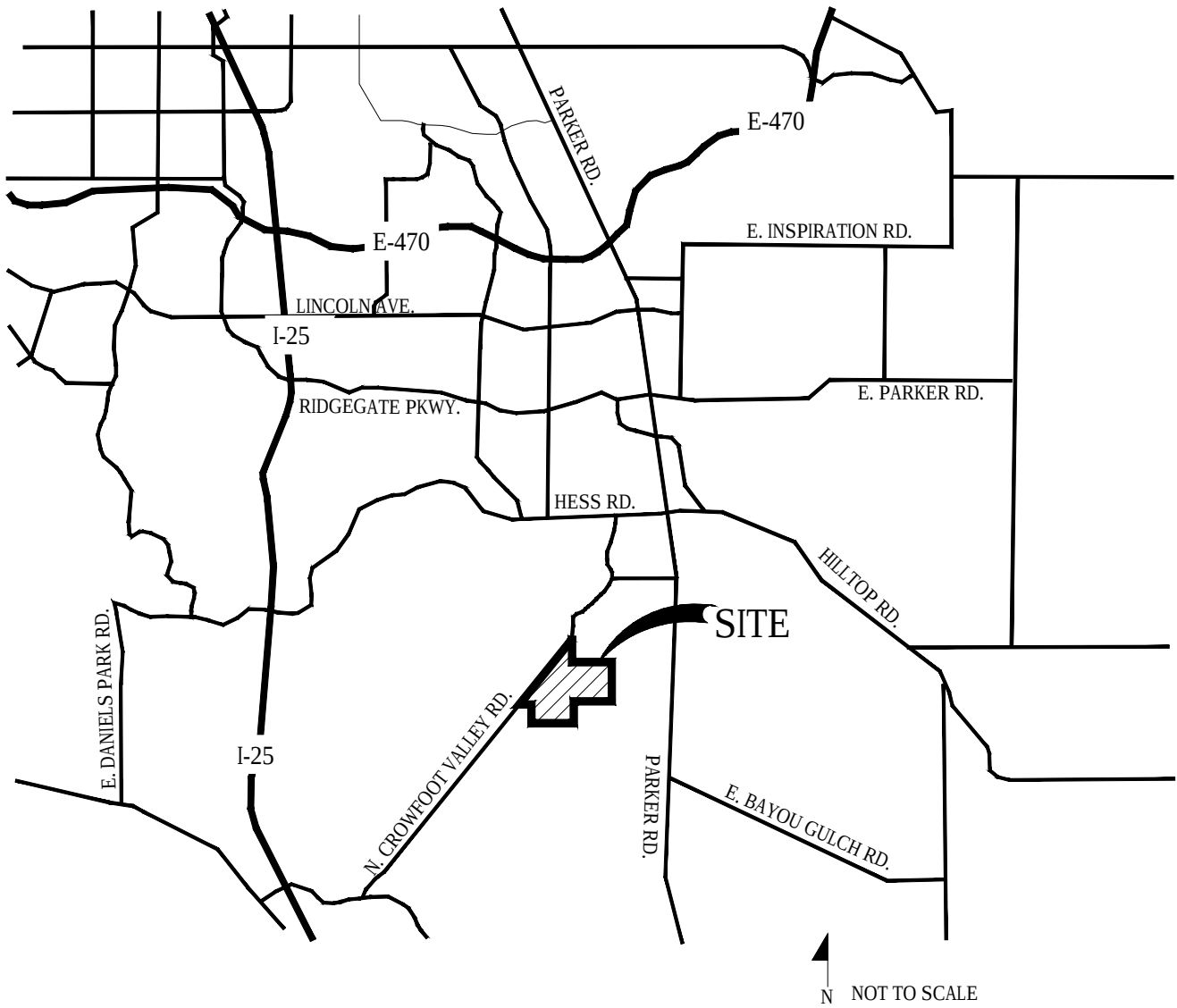


EXHIBIT C

District Boundary Map

HESS RANCH METROPOLITAN DISTRICT NO. 2

A PART OF SECTION 9, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6th PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
SHEET 1 OF 1

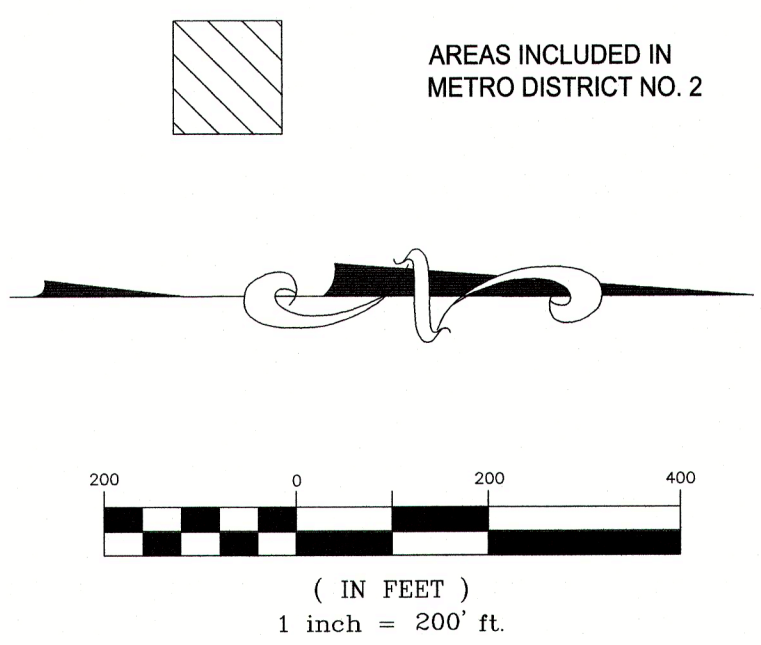
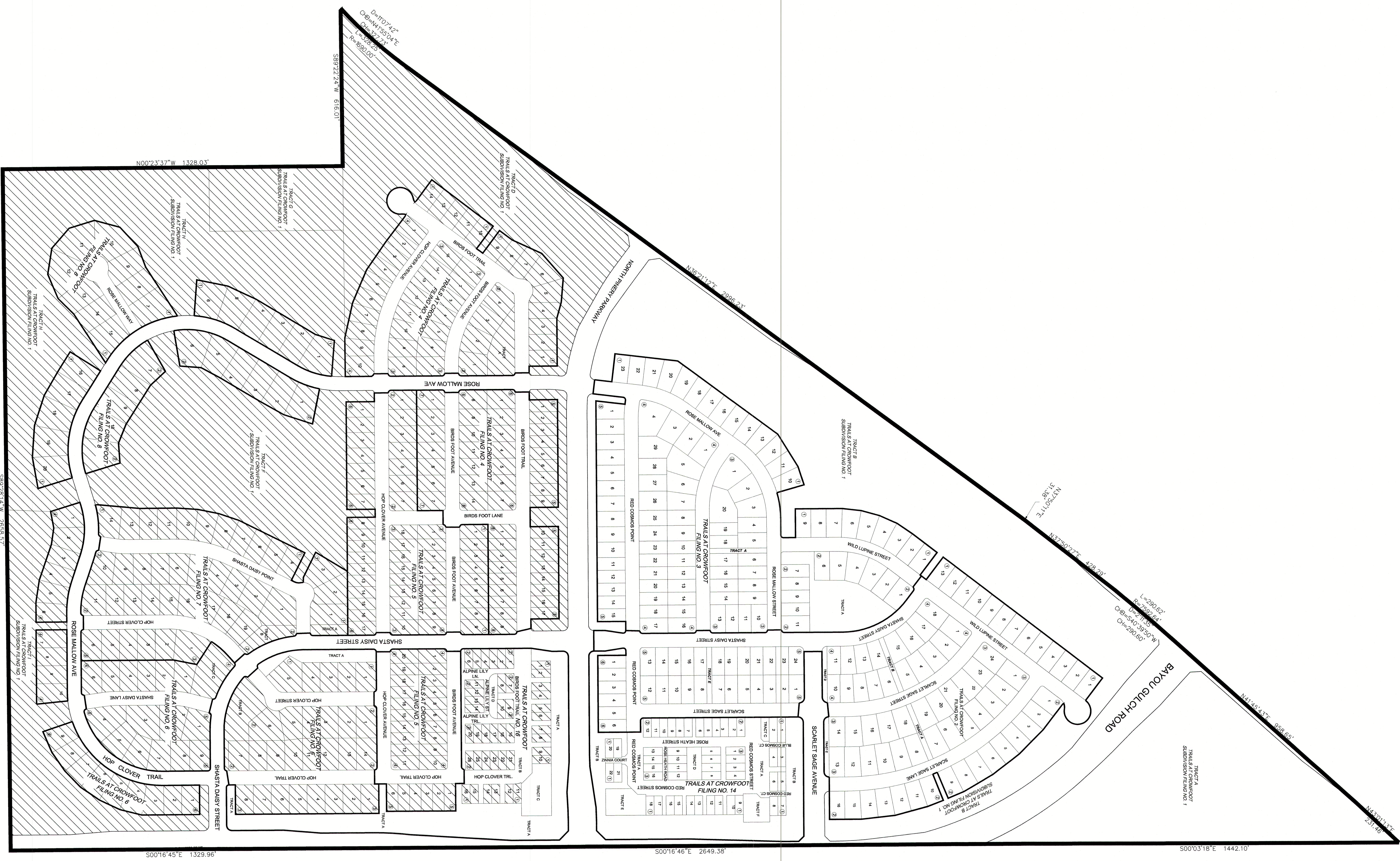


EXHIBIT D

Capital Plan and Engineer's Opinion of Probable Cost



10333 E. Dry Creek Road
Suite 240
Englewood, Colorado 80112
720.482.9526 Fax 720.482.9546

TRAILS AT CROWFOOT FILING 1 ENGINEER'S ESTIMATE OF ANTICIPATED COSTS

PROJECT:	TRAILS AT CROWFOOT FILING 1	ACREAGE:	254.309
CLIENT:	E5X MANAGEMENT	LOTS:	0
ESTIMATE PREPARED BY:	CVL CONSULTANTS OF COLORADO, INC.	JOB NUMBER:	283701
		PHASE:	FILING 1
		DATE:	2/26/2018

SANITARY SEWER

ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
	8" SEWER (PVC)	8,787	L.F.	\$48.00	\$421,776.00
	12" SEWER (PVC)	7,080	L.F.	\$54.00	\$382,320.00
	18" SEWER (PVC)	6,580	L.F.	\$67.00	\$440,860.00
	4' DIA. MANHOLE	118	EA.	\$2,850.00	\$336,300.00
	INTERMEDIATE PLATFORM	0	EA.	\$700.00	\$0.00
	4" SEWER SERVICE	47	EA.	\$1,615.00	\$75,905.00
	20" STEEL CASING	70	L.F.	\$2,000.00	\$140,000.00
	CONNECTION TO EXISTING MAIN	1	EA.	\$1,900.00	\$1,900.00
					\$1,799,061.00

WATERLINE

ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
	6" WATERPIPE (DIP)	3,688	L.F.	\$20.00	\$73,760.00
	8" WATERPIPE (PVC)	8,831	L.F.	\$39.00	\$344,409.00
	12" WATERPIPE (PVC)	8,075	L.F.	\$57.00	\$460,275.00
	16" WATERPIPE (DIP)	6,002	L.F.	\$77.60	\$465,755.20
	6" GATE VALVE	29	EA.	\$1,000.00	\$29,000.00
	8" GATE VALVE	71	EA.	\$1,750.00	\$124,250.00
	12" GATE VALVE	22	EA.	\$3,000.00	\$66,000.00
	16" BUTTERFLY VALVE	12	EA.	\$18,000.00	\$216,000.00
	8" MISC. FITTINGS	69	EA.	\$460.00	\$31,740.00
	12" MISC. FITTINGS	30	EA.	\$730.00	\$21,900.00
	16" MISC. FITTINGS	16	EA.	\$1,500.00	\$24,000.00
	AIR / VACUUM VALVE	9	EA.	\$6,700.00	\$60,300.00
	8" CAP WITH BLOW OFF	30	EA.	\$2,000.00	\$60,000.00
	12" CAP WITH BLOW OFF	5	EA.	\$2,500.00	\$12,500.00
	2" BLOW OFF VALVE (8" LINE-LOW POINT)	3	EA.	\$2,000.00	\$6,000.00
	6" BLOW OFF VALVE (16" LINE-LOW POINT)	1	EA.	\$2,500.00	\$2,500.00
	FIRE HYDRANTS WITH 6" LEAD	29	EA.	\$5,000.00	\$145,000.00
	IRRIGATION SERVICE W/ METER(2")	5	EA.	\$2,500.00	\$12,500.00
	IRRIGATION SERVICE W/ METER(1")	0	EA.	\$2,000.00	\$0.00
	DOMESTIC WATER SERVICE W/ METER	47	EA.	\$1,400.00	\$65,800.00
	20" STEEL CASING	70	L.F.	\$2,000.00	\$140,000.00
	CONNECTION TO EXISTING MAIN	3	EA.	\$1,000.00	\$3,000.00
					\$2,364,689.00



CONTINGENCIES 20% OF CONSTRUCTION COSTS = **\$832,750.00**

Total Filing 1 Water/Sewer= \$4,996,500.00



CVL Consultants of Colorado, Inc.
 10333 E. Dry Creek Rd
 Suite 240
 Englewood, Colorado 80112
 720.482.9526 Fax 720.482.9546

**ENGINEERS PUBLIC IMPROVEMENT COST ESTIMATE
 TRAILS AT CROWFOOT FILING 1
 2/8/2018**

EARTHWORK

No.	Description	Quantity	Unit	UNIT COST	Total Cost
	OVERLOT GRADING	880,000	C.Y.	\$3.00	\$2,640,000.00
	IMPORT/EXPORT	0	C.Y.	\$6.00	\$0.00
	TOP SOIL	104,400	C.Y.	\$1.75	\$182,700.00
Total Cost					\$2,822,700.00

ROADWAY

No.	Description	Quantity	Unit	Cost/Unit	Total Cost
	6" VERTICAL CURB & GUTTER (2' PAN)	8,973	L.F.	\$22.00	\$197,406.00
	6" VERTICAL CURB & GUTTER (1' PAN)	8,210	L.F.	\$22.00	\$180,620.00
	4" MOUNTABLE CURB & GUTTER	13,796	L.F.	\$24.00	\$331,104.00
	HOT MIX ASPHALT PAVEMENT (5" DEPTH)	44,068	S.Y.	\$23.50	\$1,035,590.17
	CONCRETE PAVEMENT	1,927	S.Y.	\$90.00	\$173,460.00
	AGGRIGATE BASE COURSE	10,498	C.Y.	\$40.50	\$425,181.00
	SUBGRADE STABILIZATION	62,990	S.Y.	\$2.10	\$132,278.53
	ROADWAY SUBGRADE PREP (EXTEND 2' OUTSIDE CURB)	62,990	S.Y.	\$1.25	\$78,737.22
	COLORED CONCRETE CROSSWALK	500	S.Y.	\$160.00	\$80,000.00
	5' DETACHED CONCRETE SIDEWALK	18,862	L.F.	\$27.00	\$509,274.00
	8' SIDEWALK	4,167	L.F.	\$45.50	\$189,598.50
	SIDEWALK SUBGRADE PREP (MIN 1' OUTSIDE LIMITS)	19,300	S.Y.	\$1.25	\$24,125.56
	CORNER CURB RAMP (INCLUDES SUBGRADE PREP)	89	EA.	\$2,200.00	\$195,800.00
	MIDBLOCK CURB RAMP (INCLUDES SUBGRADE PREP)	5	EA.	\$2,200.00	\$11,000.00
	CROSS PAN (INCLUDES SUBGRADE PREP)	650	S.Y.	\$103.50	\$67,275.00
	TRENCH DRAIN	10,306	L.F.	\$19.00	\$195,814.00
	MEDIAN COVER	600	S.Y.	\$90.00	\$54,000.00
	ADJUST MANHOLE	118	EA.	\$760.00	\$89,680.00
	ADJUST WATER VALVE	97	EA.	\$425.00	\$41,225.00
Total Cost					\$4,012,168.98

CONCRETE TRAILS

No.	Description	Quantity	Unit	Cost/Unit	Total Cost
	10' REGIONAL TRAIL	3,555	L.F.	\$45.00	\$159,975.00
	SIDEWALK SUBGRADE PREP (MIN1' OUTSIDE LIMITS)	1,370	S.Y.	\$9.80	\$13,426.00
Total Cost					\$173,401.00

STRIPING

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	LONG LINE EPOXY PVMT. MARKING	114	GAL	\$105.00	\$11,941.00
	CROSSWALK BAR	2,280	S.F.	\$8.00	\$18,240.00
	STOP BAR	0	S.F.	\$0.93	\$0.00
	ARROW	38	EA.	\$120.00	\$4,560.00
Total Cost					\$34,741.00



CVL Consultants of Colorado, Inc.
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**ENGINEERS PUBLIC IMPROVEMENT COST ESTIMATE
TRAILS AT CROWFOOT FILING 1
2/8/2018**

SIGNAGE (INCLUDE POST AND ANCHOR)

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	STREET NAME SIGN	8	EA.	\$530.00	\$4,240.00
	GROUND SIGN	0	EA.	\$280.00	\$0.00
	TYPE III BARRICADE	0	EA.	\$2,500.00	\$0.00
	SPECIAL SIGN (SPEED LIMIT, DEAD END, MISC SIGNS)	16	EA.	\$280.00	\$4,480.00
Total Cost					\$8,720.00

DRAINAGE AND STORMWATER IMPROVMENTS

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	18" RCP	3,703	L.F.	\$64.00	\$236,992.00
	24" RCP	2,439	L.F.	\$83.00	\$202,437.00
	30" RCP	499	L.F.	\$100.00	\$49,900.00
	36" RCP	2,458	L.F.	\$136.00	\$334,288.00
	42" RCP	479	L.F.	\$155.00	\$74,245.00
	48" RCP	72	L.F.	\$200.00	\$14,400.00
	6'X6' RCBC	367	L.F.	\$1,150.00	\$422,050.00
	HEADWALL (PER CDOT STANDARDS - INCLUDES HANDRAILS AND WINGWALLS)	3	EA.	\$10,000.00	\$30,000.00
	SCULPTED CONCRETE DROP STRUCTURE	6	EA.	\$127,000.00	\$762,000.00
	18" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$2,200.00	\$0.00
	24" FES WITH CONCRETE CUTOFF WALL	2	EA.	\$2,400.00	\$4,800.00
	30" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$2,650.00	\$0.00
	36" FES WITH CONCRETE CUTOFF WALL	3	EA.	\$3,000.00	\$9,000.00
	48" FES WITH CONCRETE CUTOFF WALL	1	EA.	\$3,400.00	\$3,400.00
	4' MANHOLE	25	EA.	\$2,500.00	\$62,500.00
	5' MANHOLE	26	EA.	\$3,070.00	\$79,820.00
	6' MANHOLE	6	EA.	\$4,380.00	\$26,280.00
	5' TYPE R INLET	0	EA.	\$9,000.00	\$0.00
	10' TYPE R INLET (SPECIFIC ON 10" INCREMENT)	15	EA.	\$10,700.00	\$160,500.00
	15' TYPE R INLET	17	EA.	\$11,000.00	\$187,000.00
	TYPE C INLET	5	EA.	\$7,500.00	\$37,500.00
	OUTLET STRUCTURE WITH MICROPOOL (POND A)	1	L.S.	\$100,000.00	\$100,000.00
	OUTLET STRUCTURE WITH MICROPOOL (POND B)	1	L.S.	\$50,000.00	\$50,000.00
	OUTLET STRUCTURE WITH MICROPOOL (POND D)	1	L.S.	\$50,000.00	\$50,000.00
	TRICKLE CHANNEL (4' STANDARD WIDTH WITH 6" VERTICAL CURBS)	1,593	L.F.	\$130.00	\$207,090.00
	FOREBAY	6	EA.	\$34,000.00	\$204,000.00
	ACCESS PATH	1	L.S.	\$50,000.00	\$50,000.00
	LEMON GULCH CHECK DAM	1	L.S.	\$20,000.00	\$20,000.00
	RIPRAP	370	C.Y.	\$150.00	\$55,500.00
	12" NYLOPLAST YARD DRAIN	2	EA.	\$100.00	\$200.00
	12" PVC	108	L.F.	\$60.00	\$6,480.00
Total Cost					\$3,440,382.00

PUBLIC IMPROVMENTS (TOWN) SUBTOTAL \$10,492,112.98

CONSTRUCTION CONTINGENCY (10%)	\$1,049,211.30
MOBILIZATION (5%)	\$524,605.65
SURVEYING (3%)	\$314,763.39
CONSTRUCTION MANAGEMENT & TESTING (12%)	\$1,259,053.56

PUBLIC IMPROVEMENT TOTAL \$13,639,746.87

SECURITY AT 110% = \$15,003,721.56

Trails at Crowfoot JDA Filing 1-Preliminary Landscape Cost Estimate-Open Space

PCS Group

Opinion of Probable Cost

Date: 4.4.2018

Filing 1 -Open Space				
Tract Landscape behind Sidwalks				
Improvement	Quantity	Unit	Unit Cost	Total
Plant Material				
Deciduous Trees (2.5" cal)	64	EA	\$ 560.00	\$ 35,840.00
Evergreen Trees (8' ht)	285	EA	\$ 690.00	\$ 196,650.00
Ornamental Trees (2" cal)	32	EA	\$ 480.00	\$ 15,360.00
Deciduous Shrubs (5 gal)	610	EA	\$ 50.00	\$ 30,500.00
Evergreen Shrubs (5 gal)	297	EA	\$ 50.00	\$ 14,850.00
Ornamental Grasses	547	EA	\$ 25.00	\$ 13,675.00
Perennials	320	EA	\$ 15.00	\$ 4,800.00
Permanently Irrigated Native Seed- (w/prep)	107,279	SF	\$ 0.75	\$ 80,459.25
Enviro-Turf grass (w/prep.)	13,795	SF	\$ 1.00	\$ 13,795.00
2"-4" Cobble rock mulch (3" depth)	33,030	SF	\$ 1.25	\$ 41,287.50
Steel Edger	5,200	LF	\$ 3.00	\$ 15,600.00
Landscape Boulders	36	EA	\$ 400.00	\$ 14,400.00
*Irrigation (Spray for native and turf areas)	121,074	SF	\$ 0.90	\$ 108,966.60
*Irrigation (Drip emitters for shrub areas)	1	LS	\$ 40,000.00	\$ 40,000.00
Hardscape/ Site Furnishings/Trails				
2' wide Soft Trail	9,080	LF	\$ 0.25	\$ 2,270.00
Open Rail Cross Buck Fence	21,016	LF	\$ 25.00	\$ 525,400.00
5' Privacy Fence	4,791	LF	\$ 38.00	\$ 182,058.00
Stone Columns for Fence (Along Bayou Gulch Rd. 50' o.c.)	80	EA	\$ 2,200.00	\$ 176,000.00
			Sub-Total	\$ 1,511,911.35
			15% Contingency	\$ 226,786.70
			Total	\$ 1,738,698.05
			110% SIA Total	\$ 1,912,567.86

*The control system and POC components for irrigation are figured into the sq.ft. price

**Temporary irrigated native seed for disturbed areas and detention areas are included in the Earthwork budget by civil engineer.

***All streetscape and Median Lighting is included in Engineer's cost estimate.

Disclaimer

OPEN SPACE

This opinion of probable landscape construction cost is made on the basis of the Planner / Landscape Architect's experience and qualifications and represents the best judgment as an experienced and qualified professional generally familiar with the industry. However, since the Planner / Landscape Architect does not have control over the cost of labor, materials, equipment, services furnished by others, the Contractors' methods of determining prices, competitive bidding or market conditions; the Planner / Landscape Architect cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from this estimate of probable landscape construction costs. If the OWNER wishes greater assurance as to probable construction costs, the OWNER shall employ an independent cost estimator or contractor. Prior to probationary acceptance of the Public Improvements for the Property, the Developer shall install all plant material and related irrigation facilities within all tracts as described in the landscape plans approved by the Town for the Property (the "Landscape Improvements"), subject to the warranty provisions of this Agreement. If installation of the Landscape Improvements cannot be reasonably accomplished prior to probationary acceptance of the Public Improvements for the Property, the Developer shall post a letter of credit amounting to one hundred ten percent (110%) (the "Landscape Security") of the materials cost as described and will complete the Landscape Improvements according to the landscape plans prior to final acceptance of the Public Improvements by the Town. The Town may reduce the Landscape Security, in the exercise of its sole discretion, as the Landscape Improvements are completed on a tract-by-tract basis and accepted by the Town for probationary acceptance, subject to the warranty provisions of this Agreement and Section 13.07.150(c) of the Town's Land Development Ordinance for the Landscape Improvements.

Trails at Crowfoot JDA Filing 1-Preliminary Landscape Cost Estimate-Streetscape

PCS Group

Opinion of Probable Cost

Date: 4.4.2018

Filing 1- Streetscape & Medians				
North Pinery Parkway West/Bayou Gulch/Crowfoot Valley Rd.				
Improvement	Quantity	Unit	Unit Cost	Total
Deciduous Trees (2.5" cal)	217	EA	\$ 560.00	\$ 121,520.00
Evergreen Trees (8' ht)	5	EA	\$ 690.00	\$ 3,450.00
Ornamental Trees (2" cal)	23	EA	\$ 480.00	\$ 11,040.00
Deciduous Shrubs (5 gal)	265	EA	\$ 50.00	\$ 13,250.00
Evergreen Shrubs (5 gal)	280	EA	\$ 50.00	\$ 14,000.00
Ornamental Grasses (1 gal)	486	EA	\$ 25.00	\$ 12,150.00
Perennials (1 gal)	423	EA	\$ 15.00	\$ 6,345.00
Permanently Irrigated Native Seed- (w/prep)	62,037	SF	\$ 0.75	\$ 46,527.75
Enviro-Turf grass (w/prep.)	100,577	SF	\$ 1.00	\$ 100,577.00
2"-4" Cobble rock mulch (3" depth)	26,608	SF	\$ 1.25	\$ 33,260.00
Steel Edger (4" depth)	3,040	LF	\$ 3.00	\$ 9,120.00
Landscape Boulders (2'-3')	26	EA	\$ 400.00	\$ 10,400.00
*Irrigation (Spray for native and turf areas)	162,614	SF	\$ 0.90	\$ 146,352.60
*Irrigation (Drip emitters for shrub areas)	1	LS	\$ 26,000.00	\$ 26,000.00
			Sub-Total	\$ 553,992.35
			15% Contingency	\$ 83,098.85
			Total	\$ 637,091.20
			110% SIA Total	\$ 700,800.32

*The control system and POC components for irrigation are figured into the sq.ft. price

**Temporary irrigated native seed for disturbed areas and detention areas are included in the Earthwork budget by civil engineer.

***All streetscape and Median Lighting is included in Engineer's cost estimate.

Disclaimer

STREETSCAPE

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10333 E. Dry Creek Road
Suite 240
Englewood, Colorado 80112
720.482.9526 Fax 720.482.9546

TRAILS AT CROWFOOT FILING 2 ENGINEER'S ESTIMATE OF ANTICIPATED COSTS

PROJECT:
TRAILS AT CROWFOOT FILING 2
CLIENT:
E5X MANAGEMENT
ESTIMATE PREPARED BY:
CVL CONSULTANTS OF COLORADO, INC.

ACREAGE: 22.164
LOTS: 101
JOB NUMBER: 283701
PHASE: FILING 2
DATE: 12/5/2017

SANITARY SEWER

ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
	8" SEWER (PVC)	4,479	L.F.	\$48.00	\$214,992.00
	12" SEWER (PVC)	0	L.F.	\$54.00	\$0.00
	18" SEWER (PVC)	0	L.F.	\$67.00	\$0.00
	4' DIA. MANHOLE	24	EA.	\$2,850.00	\$68,400.00
	5' DIA. MANHOLE	0	EA.	\$2,850.00	\$0.00
	STANDARD CLEANOUT	0	EA.	\$300.00	\$0.00
	DROP MANHOLE	0	EA.	\$5,000.00	\$0.00
	INTERMEDIATE PLATFORM	0	EA.	\$700.00	\$0.00
	4" SEWER SERVICE	101	EA.	\$1,615.00	\$163,115.00
	20" STEEL CASING	0	L.F.	\$2,000.00	\$0.00
	CONNECTION TO EXISTING MAIN	1	EA.	\$1,900.00	\$1,900.00
					\$448,407.00

WATERLINE

ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
	6" WATERPIPE (DIP)	168	L.F.	\$20.00	\$3,360.00
	8" WATERPIPE (PVC)	4,845	L.F.	\$39.00	\$188,955.00
	12" WATERPIPE (PVC)	0	L.F.	\$57.00	\$0.00
	16" WATERPIPE (DIP)	0	L.F.	\$77.60	\$0.00
	6" GATE VALVE	9	EA.	\$1,000.00	\$9,000.00
	8" GATE VALVE	20	EA.	\$1,750.00	\$35,000.00
	12" GATE VALVE	0	EA.	\$3,000.00	\$0.00
	16" BUTTERFLY VALVE	0	EA.	\$18,000.00	\$0.00
	8" MISC. FITTINGS	30	EA.	\$460.00	\$13,800.00
	12" MISC. FITTINGS	0	EA.	\$730.00	\$0.00
	16" MISC. FITTINGS	0	EA.	\$1,500.00	\$0.00
	AIR / VACUUM VALVE	2	EA.	\$6,700.00	\$13,400.00
	8" CAP WITH BLOW OFF	7	EA.	\$2,000.00	\$14,000.00
	2" BLOW OFF VALVE (8" LINE-LOW POINT)	1	EA.	\$2,000.00	\$2,000.00
	6" BLOW OFF VALVE (16" LINE-LOW POINT)	0	EA.	\$2,500.00	\$0.00
	FIRE HYDRANT WITH 6" LEAD	8	EA.	\$5,000.00	\$40,000.00
	DEEP BURY FIRE HYDRANT WITH 6" LEAD	1	EA.	\$5,500.00	\$5,500.00
	IRRIGATION SERVICE W/ METER(2")	0	EA.	\$2,500.00	\$0.00
	DOMESTIC WATER SERVICE W/ METER	101	EA.	\$1,400.00	\$141,400.00
	20" STEEL CASING	0	L.F.	\$2,000.00	\$0.00
	CONNECTION TO EXISTING MAIN	6	EA.	\$1,000.00	\$6,000.00
					\$472,415.00



CONTINGENCIES 20% OF CONSTRUCTION COSTS = \$184,164.40

Total Filing 2 Water/Sewer= **\$1,104,986.40**



CVL Consultants of Colorado Inc.
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**ENGINEERS PUBLIC IMPROVEMENT COST ESTIMATE
 TRAILS AT CROWFOOT FILING 2
 12/5/2017**

ROADWAY

No.	Description	Quantity	Unit	Cost/Unit	Total Cost
	6" VERTICAL CURB & GUTTER (2' PAN)	0	L.F.	\$22.00	\$0.00
	6" VERTICAL CURB & GUTTER (1' PAN)	140	L.F.	\$22.00	\$3,080.00
	4" MOUNTABLE CURB & GUTTER	9,668	L.F.	\$24.00	\$232,032.00
	HOT MIX ASPHALT PAVEMENT (5" DEPTH)	16,113	S.Y.	\$23.50	\$378,663.33
	CONCRETE PAVEMENT	0	S.Y.	\$90.00	\$0.00
	AGGREGATE BASE COURSE	4,297	C.Y.	\$40.50	\$174,024.00
	SUBGRADE STABILIZATION	4,297	S.Y.	\$2.10	\$9,023.47
	ROADWAY SUBGRADE PREP (EXTEND 2' OUTSIDE CURB)	4,297	S.Y.	\$1.25	\$5,371.11
	5' DETACHED CONCRETE SIDEWALK	9,668	L.F.	\$27.00	\$261,036.00
	SIDEWALK SUBGRADE PREP (MIN 1' OUTSIDE LIMITS)	7,520	S.Y.	\$1.25	\$9,399.44
	CORNER CURB RAMP (INCLUDES SUBGRADE PREP)	16	EA.	\$2,200.00	\$35,200.00
	MIDBLOCK CURB RAMP (INCLUDES SUBGRADE PREP)	6	EA.	\$2,200.00	\$13,200.00
	CROSS PAN (INCLUDES SUBGRADE PREP)	150	S.Y.	\$103.50	\$15,525.00
	TRENCH DRAIN	0	L.F.	\$19.00	\$0.00
	MEDIAN COVER	31	S.Y.	\$90.00	\$2,800.00
	ADJUST MANHOLE	32	EA.	\$760.00	\$24,320.00
	ADJUST WATER VALVE	29	EA.	\$425.00	\$12,325.00
Total Cost					\$1,175,999.36

STRIPING

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	LONG LINE EPOXY PVMT. MARKING	280	GAL	\$105.00	\$29,400.00
	CROSSWALK BAR	0	S.F.	\$8.00	\$0.00
	STOP BAR	0	S.F.	\$0.93	\$0.00
	ARROW	0	EA.	\$120.00	\$0.00
Total Cost					\$29,400.00

SIGNAGE (INCLUDE POST AND ANCHOR)

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	STREET NAME SIGN WITH STOP SIGN	9	EA.	\$530.00	\$4,770.00
	GROUND SIGN	0	EA.	\$280.00	\$0.00
	TYPE III BARRICADE	0	EA.	\$2,500.00	\$0.00
	SPECIAL SIGN (SPEED LIMIT, DEAD END, MISC SIGNS)	3	EA.	\$280.00	\$840.00
Total Cost					\$5,610.00

DRAINAGE AND STORMWATER IMPROVEMENTS

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	18" RCP	782	L.F.	\$64.00	\$50,048.00
	24" RCP	0	L.F.	\$83.00	\$0.00
	30" RCP	404	L.F.	\$100.00	\$40,400.00
	36" RCP	0	L.F.	\$136.00	\$0.00
	48" RCP	0	L.F.	\$200.00	\$0.00
	30" FES WITH CONCRETE CUTOFF WALL	1	EA.	\$2,400.00	\$2,400.00
	36" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$3,000.00	\$0.00
	48" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$3,400.00	\$0.00
	4' MANHOLE	6	EA.	\$2,500.00	\$15,000.00
	5' MANHOLE	2	EA.	\$3,070.00	\$6,140.00
	6' MANHOLE	0	EA.	\$4,380.00	\$0.00
	5' TYPE R INLET	0	EA.	\$9,000.00	\$0.00
	10' TYPE R INLET (SPECIFIC ON 10" INCREMENT)	7	EA.	\$10,700.00	\$74,900.00
	15' TYPE R INLET	2	EA.	\$11,000.00	\$22,000.00
Total Cost					\$210,888.00

PUBLIC IMPROVMENTS (TOWN) SUBTOTAL \$1,421,897.36

CONSTRUCTION CONTINGENCY (10%)	\$142,189.74
MOBILIZATION (5%)	\$71,094.87
SURVEYING (3%)	\$42,656.92
CONSTRUCTION MANAGEMENT & TESTING (12%)	\$170,627.68

PUBLIC IMPROVEMENT TOTAL \$1,848,466.56

SECURITY AT 110% = \$2,033,313.22

Trails at Crowfoot Filing 2-Preliminary Landscape Cost Estimate-Streetscape

PCS Group

Opinion of Probable Cost

Date: 4.13.2018

Filing 2-ROW Landscaping

<u>Improvement</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
Deciduous Trees (2.5" cal)	138	EA	\$ 560.00	\$ 77,280.00
EnviroTurf (w/prep)	54,999	SF	\$ 1.00	\$ 54,999.00
Irrigation (Spray for native and turf areas)	54,999	SF	\$ 0.90	\$ 49,499.10
			Sub-Total	\$ 181,778.10
			15% Contingency	\$ 27,266.72
			Total	\$ 209,044.82
			110% SIA Total	\$ 229,949.30

*Temporary native seed for disturbed areas and detention areas are included in the Earthwork budget by civil engineer.

Disclaimer

STREETSCAPE COST ESTIMATE

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Trails at Crowfoot Filing 2-Preliminary Landscape Cost Estimate-Open Space

PCS Group

Opinion of Probable Cost

Date: 4.13.2018

Filing 2-Open Space

<u>Improvement</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
Ornamental Trees (2" cal)	8	EA	\$ 480.00	\$ 3,840.00
Deciduous Shrubs (5 gal)	17	EA	\$ 50.00	\$ 850.00
Evergreen Shrubs (5 gal)	3	EA	\$ 50.00	\$ 150.00
Native Seed Open Space (w/prep)	20,056	SF	\$ 0.75	\$ 15,042.00
2" Diam. Cobble Rock mulch (3" depth)	993	SF	\$ 1.25	\$ 1,241.25
Steel Edger	126	LF	\$ 3.00	\$ 378.00
Concrete Walk (4" depth)	3,300	SF	\$ 7.00	\$ 23,100.00
Irrigation (Spray for native and turf areas)	20,056	SF	\$ 0.90	\$ 18,050.40
Irrigation (Drip emitters for shrub beds)	1	LS	\$ 1,200.00	\$ 1,200.00
			Sub-Total	\$ 63,851.65
			15% Contingency	\$ 9,577.75
			Total	\$ 73,429.40
			110% SIA Total	\$ 80,772.34

*Temporary native seed for disturbed areas and detention areas are included in the Earthwork budget by civil engineer.

Disclaimer

OPENSOURCE COST ESTIMATE

This opinion of probable landscape construction cost is made on the basis of the Planner / Landscape Architect's experience and qualifications and represents the best judgment as an experienced and qualified professional generally familiar with the industry. However, since the Planner / Landscape Architect does not have control over the cost of labor, materials, equipment, services furnished by others, the Contractors' methods of determining prices, competitive bidding or market conditions; the Planner / Landscape Architect cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from this estimate of probable landscape construction costs. If the OWNER wishes greater assurance as to probable construction costs, the OWNER shall employ an independent cost estimator or contractor. Prior to probationary acceptance of the Public Improvements for the Property, the Developer shall install all plant material and related irrigation facilities within all tracts as described in the landscape plans approved by the Town for the Property (the "Landscape Improvements"), subject to the warranty provisions of this Agreement. If installation of the Landscape Improvements cannot be reasonably accomplished prior to probationary acceptance of the Public Improvements for the Property, the Developer shall post a letter of credit amounting to one hundred ten percent (110%) (the "Landscape Security") of the materials cost as described and will complete the Landscape Improvements according to the landscape plans prior to final acceptance of the Public Improvements by the Town. The Town may reduce the Landscape Security, in the exercise of its sole discretion, as the Landscape Improvements are completed on a tract-by-tract basis and accepted by the Town for probationary acceptance, subject to the warranty provisions of this Agreement and Section 13.07.150(c) of the Town's Land Development Ordinance for the Landscape Improvements.



10333 E. Dry Creek Road
Suite 240
Englewood, Colorado 80112
720.482.9526 Fax 720.482.9546

TRAILS AT CROWFOOT FILING 3 ENGINEER'S ESTIMATE OF ANTICIPATED COSTS

PROJECT: TRAILS AT CROWFOOT FILING 3
CLIENT: E5X MANAGEMENT
ESTIMATE PREPARED BY: CVL CONSULTANTS OF COLORADO, INC.

ACREAGE: 22.164
LOTS: 101
JOB NUMBER: 283701
PHASE: FILING 3
DATE: 12/5/2017

SANITARY SEWER

ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
	8" SEWER (PVC)	3,580	L.F.	\$48.00	\$171,840.00
	12" SEWER (PVC)	0	L.F.	\$54.00	\$0.00
	18" SEWER (PVC)	0	L.F.	\$67.00	\$0.00
	4' DIA. MANHOLE	19	EA.	\$2,850.00	\$54,150.00
	5' DIA. MANHOLE	0	EA.	\$2,850.00	\$0.00
	STANDARD CLEANOUT	0	EA.	\$300.00	\$0.00
	DROP MANHOLE	0	EA.	\$5,000.00	\$0.00
	INTERMEDIATE PLATFORM	0	EA.	\$700.00	\$0.00
	4" SEWER SERVICE	98	EA.	\$1,615.00	\$158,270.00
	20" STEEL CASING	0	L.F.	\$2,000.00	\$0.00
	CONNECTION TO EXISTING MAIN	2	EA.	\$1,900.00	\$3,800.00
					\$388,060.00

WATERLINE

ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
	6" WATERPIPE (DIP)	100	L.F.	\$20.00	\$2,000.00
	8" WATERPIPE (PVC)	3,588	L.F.	\$39.00	\$139,932.00
	12" WATERPIPE (PVC)	0	L.F.	\$57.00	\$0.00
	16" WATERPIPE (DIP)	0	L.F.	\$77.60	\$0.00
	6" GATE VALVE	6	EA.	\$1,000.00	\$6,000.00
	8" GATE VALVE	10	EA.	\$1,750.00	\$17,500.00
	12" GATE VALVE	0	EA.	\$3,000.00	\$0.00
	16" BUTTERFLY VALVE	0	EA.	\$18,000.00	\$0.00
	8" MISC. FITTINGS	22	EA.	\$460.00	\$10,120.00
	12" MISC. FITTINGS	0	EA.	\$730.00	\$0.00
	16" MISC. FITTINGS	0	EA.	\$1,500.00	\$0.00
	AIR / VACUUM VALVE	1	EA.	\$6,700.00	\$6,700.00
	8" CAP WITH BLOW OFF	1	EA.	\$2,000.00	\$2,000.00
	2" BLOW OFF VALVE (8" LINE-LOW POINT)	1	EA.	\$2,000.00	\$2,000.00
	6" BLOW OFF VALVE (16" LINE-LOW POINT)	0	EA.	\$2,500.00	\$0.00
	FIRE HYDRANT WITH 6" LEAD	8	EA.	\$5,000.00	\$40,000.00
	DEEP BURY FIRE HYDRANT WITH 6" LEAD	1	EA.	\$5,500.00	\$5,500.00
	IRRIGATION SERVICE W/ METER(2")	0	EA.	\$2,500.00	\$0.00
	DOMESTIC WATER SERVICE W/ METER	98	EA.	\$1,400.00	\$137,200.00
	20" STEEL CASING	0	L.F.	\$2,000.00	\$0.00
	CONNECTION TO EXISTING MAIN	5	EA.	\$1,000.00	\$5,000.00
					\$373,952.00



CONTINGENCIES 20% OF CONSTRUCTION COSTS = \$152,402.40

Total Filing 3 Water/Sewer= **\$914,414.40**

Trails at Crowfoot Filing 3-Preliminary Landscape Cost Estimate-Open Space

PCS Group

Opinion of Probable Cost

Date: 4.13.2018

Filing 3-Parks & Open Space

Improvement	Quantity	Unit	Unit Cost	Total
Deciduous Trees (2.5" cal)	21	EA	\$ 560.00	\$ 11,760.00
Evergreen Trees (8' ht)	20	EA	\$ 690.00	\$ 13,800.00
Ornamental Trees (2" cal)	9	EA	\$ 480.00	\$ 4,320.00
Deciduous Shrubs (5 gal)	147	EA	\$ 50.00	\$ 7,350.00
Evergreen Shrubs (5 gal)	41	EA	\$ 50.00	\$ 2,050.00
Ornamental Grasses (1 gal)	112	EA	\$ 25.00	\$ 2,800.00
Perennials (1 gal)	36	EA	\$ 15.00	\$ 540.00
Native Seed Open Space (w/prep)	27,940	SF	\$ 0.75	\$ 20,955.00
EnviroTurf (w/prep)	1,408	SF	\$ 1.00	\$ 1,408.00
Blugrass Sod (w/prep)	10,359	SF	\$ 1.00	\$ 10,359.00
2" Diam. Cobble Rock mulch (3" depth)	8,168	SF	\$ 1.25	\$ 10,210.00
Steel Edger	1,151	LF	\$ 3.00	\$ 3,453.00
Specimen Landscape Boulders	3	EA	\$ 800.00	\$ 2,400.00
Concrete Walk (4" depth)	10,080	SF	\$ 7.00	\$ 70,560.00
Concrete Thickened Edge	190	SF	\$ 45.00	\$ 8,550.00
Crusher Fines (4" depth)	1,994	SF	\$ 3.50	\$ 6,979.00
Specialty Pavers	605	SF	\$ 18.00	\$ 10,890.00
Stone Veneer Seatwall	40	LF	\$ 450.00	\$ 18,000.00
Pet Station	1	EA	\$ 600.00	\$ 600.00
Trash Receptacle	2	EA	\$ 1,200.00	\$ 2,400.00
Bike Rack	3	EA	\$ 500.00	\$ 1,500.00
Playground Structures	1	LS	\$ 40,000.00	\$ 40,000.00
Engineered Wood Fiber (playground-12" depth)	1,916	SF	\$ 3.50	\$ 6,706.00
ADA Playground Ramp	1	EA	\$ 1,800.00	\$ 1,800.00
Playground Drainage	1	LS	\$ 1,500.00	\$ 1,500.00
20'x20' Picnic Shelter	1	EA	\$ 36,000.00	\$ 36,000.00
Picnic Tables	2	EA	\$ 1,800.00	\$ 3,600.00
Bench	3	EA	\$ 1,500.00	\$ 4,500.00
Mailbox Kiosk (16 door)	12	EA	\$ 1,400.00	\$ 16,800.00
Irrigation (Spray for native and turf areas)	39,707	SF	\$ 0.90	\$ 35,736.30
Irrigation (Drip emitters for shrub beds)	1	LS	\$ 10,200.00	\$ 10,200.00
			Sub-Total	\$ 367,726.30
			15% Contingency	\$ 55,158.95
			Total	\$ 422,885.25
			110% SIA Total	\$ 465,173.77

*Temporary native seed for disturbed areas and detention areas are included in the Earthwork budget by civil engineer.

Disclaimer

OPENSOURCE COST ESTIMATE

This opinion of probable landscape construction cost is made on the basis of the Planner / Landscape Architect's experience and qualifications and represents the best judgment as an experienced and qualified professional generally familiar with the industry. However, since the Planner / Landscape Architect does not have control over the cost of labor, materials, equipment, services furnished by others, the Contractors' methods of determining prices, competitive bidding or market conditions; the Planner / Landscape Architect cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from this estimate of probable landscape construction costs. If the OWNER wishes greater assurance as to probable construction costs, the OWNER shall employ an independent cost estimator or contractor. Prior to probationary acceptance of the Public Improvements for the Property, the Developer shall install all plant material and related irrigation facilities within all tracts as described in the landscape plans approved by the Town for the Property (the "Landscape Improvements"), subject to the warranty provisions of this Agreement. If installation of the Landscape Improvements cannot be reasonably accomplished prior to probationary acceptance of the Public Improvements for the Property, the Developer shall post a letter of credit amounting to one hundred ten percent (110%) (the "Landscape Security") of the materials cost as described and will complete the Landscape Improvements according to the landscape plans prior to final acceptance of the Public Improvements by the Town. The Town may reduce the Landscape Security, in the exercise of its sole discretion, as the Landscape Improvements are completed on a tract-by-tract basis and accepted by the Town for

probationary acceptance, subject to the warranty provisions of this Agreement and Section 13.07.150(c) of the Town's Land Development Ordinance for the Landscape Improvements.

Trails at Crowfoot Filing 3-Preliminary Landscape Cost Estimate-Streetscape

PCS Group

Opinion of Probable Cost

Date: 4.13.2018

Filing 3-ROW Landscaping

<u>Improvement</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
Deciduous Trees (2.5" cal)	142	EA	\$ 560.00	\$ 79,520.00
Deciduous Shrubs (5 gal)	2	EA	\$ 50.00	\$ 100.00
Evergreen Shrubs (5 gal)	8	EA	\$ 50.00	\$ 400.00
Perennials/Grasses (1 gal)	15	EA	\$ 15.00	\$ 225.00
EnviroTurf (w/prep)	62,014	SF	\$ 1.00	\$ 62,014.00
2" Diam. Cobble Rock mulch (3" depth)	165	SF	\$ 1.25	\$ 206.25
Steel Edger	35	LF	\$ 3.00	\$ 105.00
Irrigation (Spray for native and turf areas)	62,014	SF	\$ 0.90	\$ 55,812.60
Irrigation (Drip emitters for shrub beds)	1	LS	\$ 50.00	\$ 50.00
			Sub-Total	\$ 198,432.85
			15% Contingency	\$ 29,764.93
			Total	\$ 228,197.78
			110% SIA Total	\$ 251,017.56

*Temporary native seed for disturbed areas and detention areas are included in the Earthwork budget by civil engineer.

Disclaimer

STREETSCAPE COST ESTIMATE

This opinion of probable landscape construction cost is made on the basis of the Planner / Landscape Architect's experience and qualifications and represents the best judgment as an experienced and qualified professional generally familiar with the industry. However, since the Planner / Landscape Architect does not have control over the cost of labor, materials, equipment, services furnished by others, the Contractors' methods of determining prices, competitive bidding or market conditions; the Planner / Landscape Architect cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from this estimate of probable landscape construction costs. If the OWNER wishes greater assurance as to probable construction costs, the OWNER shall employ an independent cost estimator or contractor. Prior to probationary acceptance of the Public Improvements for the Property, the Developer shall install all plant material and related irrigation facilities within all tracts as described in the landscape plans approved by the Town for the Property (the "Landscape Improvements"), subject to the warranty provisions of this Agreement. If installation of the Landscape Improvements cannot be reasonably accomplished prior to probationary acceptance of the Public Improvements for the Property, the Developer shall post a letter of credit amounting to one hundred ten percent (110%) (the "Landscape Security") of the materials cost as described and will complete the Landscape Improvements according to the landscape plans prior to final acceptance of the Public Improvements by the Town. The Town may reduce the Landscape Security, in the exercise of its sole discretion, as the Landscape Improvements are completed on a tract-by-tract basis and accepted by the Town for probationary acceptance, subject to the warranty provisions of this Agreement and Section 13.07.150(c) of the Town's Land Development Ordinance for the Landscape Improvements.



10333 E. Dry Creek Road
Suite 240
Englewood, Colorado 80112
720.482.9526 Fax 720.482.9546

TRAILS AT CROWFOOT FILING 4 ENGINEER'S ESTIMATE OF ANTICIPATED COSTS

PROJECT: TRAILS AT CROWFOOT FILING 4
CLIENT: E5X MANAGEMENT
ESTIMATE PREPARED BY: CVL CONSULTANTS OF COLORADO, INC.

ACREAGE: 22.164
LOTS: 90
JOB NUMBER: 283701
PHASE: FILING 4
DATE: 12/5/2017

SANITARY SEWER

ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
	8" SEWER (PVC)	3,207	L.F.	\$48.00	\$153,936.00
	12" SEWER (PVC)	0	L.F.	\$54.00	\$0.00
	18" SEWER (PVC)	0	L.F.	\$67.00	\$0.00
	4' DIA. MANHOLE	16	EA.	\$2,850.00	\$45,600.00
	5' DIA. MANHOLE	0	EA.	\$2,850.00	\$0.00
	STANDARD CLEANOUT	0	EA.	\$300.00	\$0.00
	DROP MANHOLE	0	EA.	\$5,000.00	\$0.00
	INTERMEDIATE PLATFORM	0	EA.	\$700.00	\$0.00
	4" SEWER SERVICE	90	EA.	\$1,615.00	\$145,350.00
	20" STEEL CASING	0	L.F.	\$2,000.00	\$0.00
	CONNECTION TO EXISTING MAIN	3	EA.	\$1,900.00	\$5,700.00
					\$350,586.00

WATERLINE

ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
	6" WATERPIPE (DIP)	138	L.F.	\$20.00	\$2,760.00
	8" WATERPIPE (PVC)	3,353	L.F.	\$39.00	\$130,767.00
	12" WATERPIPE (PVC)	0	L.F.	\$57.00	\$0.00
	16" WATERPIPE (DIP)	0	L.F.	\$77.60	\$0.00
	6" GATE VALVE	6	EA.	\$1,000.00	\$6,000.00
	8" GATE VALVE	11	EA.	\$1,750.00	\$19,250.00
	12" GATE VALVE	0	EA.	\$3,000.00	\$0.00
	16" BUTTERFLY VALVE	0	EA.	\$18,000.00	\$0.00
	8" MISC. FITTINGS	15	EA.	\$460.00	\$6,900.00
	12" MISC. FITTINGS	0	EA.	\$730.00	\$0.00
	16" MISC. FITTINGS	0	EA.	\$1,500.00	\$0.00
	AIR / VACUUM VALVE	3	EA.	\$6,700.00	\$20,100.00
	8" CAP WITH BLOW OFF VALVE	2	EA.	\$2,000.00	\$4,000.00
	2" BLOW OFF VALVE (8" LINE-LOW POINT)	1	EA.	\$2,000.00	\$2,000.00
	6" BLOW OFF VALVE (16" LINE-LOW POINT)	0	EA.	\$2,500.00	\$0.00
	FIRE HYDRANT WITH 6" LEAD	6	EA.	\$5,000.00	\$30,000.00
	IRRIGATION SERVICE W/ METER(2")	0	EA.	\$2,500.00	\$0.00
	DOMESTIC WATER SERVICE W/ METER	90	EA.	\$1,400.00	\$126,000.00
	20" STEEL CASING	0	L.F.	\$2,000.00	\$0.00
	CONNECTION TO EXISTING MAIN	5	EA.	\$1,000.00	\$5,000.00
					\$352,777.00

CONTINGENCIES 20% OF CONSTRUCTION COSTS = \$140,672.60

Total Filing 4 Water/Sewer= **\$844,035.60**



10333 E. Dry Creek Road
Suite 240
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**ENGINEERS PUBLIC IMPROVEMENT COST ESTIMATE
TRAILS AT CROWFOOT FILING 4
12/5/2017**

ROADWAY

No.	Description	Quantity	Unit	Cost/Unit	Total Cost
	6" VERTICAL CURB & GUTTER (2' PAN)	0	L.F.	\$22.00	\$0.00
	6" VERTICAL CURB & GUTTER (1' PAN)	0	L.F.	\$22.00	\$0.00
	4" MOUNTABLE CURB & GUTTER	7,516	L.F.	\$24.00	\$180,384.00
	HOT MIX ASPHALT PAVEMENT (5" DEPTH)	12,527	S.Y.	\$23.50	\$294,376.67
	CONCRETE PAVEMENT	0	S.Y.	\$90.00	\$0.00
	AGGREGATE BASE COURSE	3,340	C.Y.	\$40.50	\$135,288.00
	SUBGRADE STABILIZATION	3,340	S.Y.	\$2.10	\$7,014.93
	ROADWAY SUBGRADE PREP (EXTEND 2' OUTSIDE CURB)	3,340	S.Y.	\$1.25	\$4,175.56
	5' DETACHED CONCRETE SIDEWALK	7,516	L.F.	\$27.00	\$202,932.00
	SIDEWALK SUBGRADE PREP (MIN 1' OUTSIDE LIMITS)	5,846	S.Y.	\$1.25	\$7,307.22
	CORNER CURB RAMP (INCLUDES SUBGRADE PREP)	10	EA.	\$2,200.00	\$22,000.00
	MIDBLOCK CURB RAMP (INCLUDES SUBGRADE PREP)	3	EA.	\$2,200.00	\$6,600.00
	CROSS PAN (INCLUDES SUBGRADE PREP)	150	S.Y.	\$103.50	\$15,525.00
	TRENCH DRAIN	0	L.F.	\$19.00	\$0.00
	MEDIAN COVER	0	S.Y.	\$90.00	\$0.00
	ADJUST MANHOLE	21	EA.	\$760.00	\$15,960.00
	ADJUST WATER VALVE	17	EA.	\$425.00	\$7,225.00
Total Cost					\$898,788.38

STRIPING

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	LONG LINE EPOXY PVMT. MARKING	0	GAL	\$105.00	\$0.00
	CROSSWALK BAR	0	S.F.	\$8.00	\$0.00
	STOP BAR	0	S.F.	\$0.93	\$0.00
	ARROW	0	EA.	\$120.00	\$0.00
Total Cost					\$0.00

SIGNAGE (INCLUDE POST AND ANCHOR)

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	STREET NAME SIGN WITH STOP SIGN	10	EA.	\$530.00	\$5,300.00
	GROUND SIGN	0	EA.	\$280.00	\$0.00
	TYPE III BARRICADE	0	EA.	\$2,500.00	\$0.00
	SPECIAL SIGN (SPEED LIMIT, DEAD END, MISC SIGNS)	1	EA.	\$280.00	\$280.00
Total Cost					\$5,580.00

DRAINAGE AND STORMWATER IMPROVMENTS

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	18" RCP	1,066	L.F.	\$64.00	\$68,224.00
	24" RCP	107	L.F.	\$83.00	\$8,881.00
	30" RCP	336	L.F.	\$100.00	\$33,600.00
	36" RCP	0	L.F.	\$136.00	\$0.00
	48" RCP	0	L.F.	\$200.00	\$0.00
	30" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$2,400.00	\$0.00
	36" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$3,000.00	\$0.00
	48" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$3,400.00	\$0.00
	4' MANHOLE	4	EA.	\$2,500.00	\$10,000.00
	5' MANHOLE	1	EA.	\$3,070.00	\$3,070.00
	6' MANHOLE	0	EA.	\$4,380.00	\$0.00
	5' TYPE R INLET	0	EA.	\$9,000.00	\$0.00
	10' TYPE R INLET (SPECIFIC ON 10" INCREMENT)	2	EA.	\$10,700.00	\$21,400.00
	15' TYPE R INLET	2	EA.	\$11,000.00	\$22,000.00
Total Cost					\$167,175.00

PUBLIC IMPROVMENTS (TOWN) SUBTOTAL \$1,071,543.38

CONSTRUCTION CONTINGENCY (10%) \$107,154.34
MOBILIZATION (5%) \$53,577.17
SURVEYING (3%) \$32,146.30
CONSTRUCTION MANAGEMENT & TESTING (12%) \$128,585.21

PUBLIC IMPROVEMENT TOTAL \$1,393,006.39

SECURITY AT 110% = \$1,532,307.03

Trails at Crowfoot Filing 4-Preliminary Landscape Cost Estimate-Open Space

PCS Group

Opinion of Probable Cost

Date: 4.13.2018

Filing 4-Park Open Space				
Improvement	Quantity	Unit	Unit Cost	Total
Landscape Material				
Deciduous Trees (2.5" cal)	2	EA	\$ 560.00	\$ 1,120.00
Evergreen Trees (8' ht)	8	EA	\$ 690.00	\$ 5,520.00
Upright Juniper Trees (#15 Container)	12	EA	\$ 250.00	\$ 3,000.00
Ornamental Trees (2" cal)	4	EA	\$ 480.00	\$ 1,920.00
Deciduous Shrubs (5 gal)	35	EA	\$ 50.00	\$ 1,750.00
Evergreen Shrubs (5 gal)	16	EA	\$ 50.00	\$ 800.00
Ornamental Grasses (1 gal)	32	EA	\$ 25.00	\$ 800.00
Native Seed Open Space (w/prep)	6,217	SF	\$ 0.75	\$ 4,662.75
Blugrass Sod (w/prep)	8,943	SF	\$ 1.00	\$ 8,943.00
2" Diam. Cobble Rock mulch (3" depth)	2,001	SF	\$ 1.25	\$ 2,501.25
Specimen Landscape Boulders	8	EA	\$ 500.00	\$ 4,000.00
Irrigation (Spray for native and turf areas)	15,160	SF	\$ 0.90	\$ 13,644.00
Irrigation (Drip emitters for shrub beds)	1	LS	\$ 2,400.00	\$ 2,400.00
Hardscape Material & Site Furnishings				
Crusher Fines Walk W/Concrete Edger(4" depth)	2,216	SF	\$ 6.50	\$ 14,404.00
Steel Edger	288	LF	\$ 3.00	\$ 864.00
Pet Station	1	EA	\$ 600.00	\$ 600.00
Trash Receptacle	2	EA	\$ 1,200.00	\$ 2,400.00
16'x16' Picnic Shelter	1	EA	\$ 34,000.00	\$ 34,000.00
Picnic Tables	1	EA	\$ 1,800.00	\$ 1,800.00
Bench	2	EA	\$ 1,500.00	\$ 3,000.00
Mailbox Kiosk (16 door)	5	EA	\$ 1,400.00	\$ 7,000.00
			Sub-Total	\$ 115,129.00
			15% Contingency	\$ 17,269.35
			Total	\$ 132,398.35
			110% SIA Total	\$ 145,638.19

*Temporary native seed for disturbed areas and detention areas are included in the Earthwork budget by civil engineer.

Disclaimer

OPEN SPACE COST ESTIMATE

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Trails at Crowfoot Filing 4-Preliminary Landscape Cost Estimate-Streetscape

PCS Group

Opinion of Probable Cost

Date: 4.13.2018

Filing 4-ROW Landscaping				
Improvement	Quantity	Unit	Unit Cost	Total
Deciduous Trees (2.5" cal)	135	EA	\$ 560.00	\$ 75,600.00
EnviroTurf (w/prep)	59,190	SF	\$ 1.00	\$ 59,190.00
2" Diam. Cobble Rock mulch (3" depth)	248	SF	\$ 1.25	\$ 310.00
Irrigation (Spray for native and turf areas)	59,190	SF	\$ 0.90	\$ 53,271.00
			Sub-Total	\$ 188,371.00
			15% Contingency	\$ 28,255.65
			Total	\$ 216,626.65
			110% SIA Total	\$ 238,289.32

*Temporary native seed for disturbed areas and detention areas are included in the Earthwork budget by civil engineer.

Disclaimer

STREETSCAPE COST ESTIMATE

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CVL Consultants of Colorado, Inc.

10333 E. Dry Creek Rd

Suite 240

Englewood, Colorado 80112

720.482.9526 Fax 720.482.9546

TRAILS AT CROWFOOT FILING 5 ENGINEER'S ESTIMATE OF ANTICIPATED COSTS

PROJECT:
TRAILS AT CROWFOOT FILING 5
CLIENT:
E5X MANAGEMENT
ESTIMATE PREPARED BY:
CVL CONSULTANTS OF COLORADO, INC.

ACREAGE: 13.281
LOTS: 77
JOB NUMBER: 283701
PHASE: FILING 5
DATE: 3/7/2018

SANITARY SEWER

ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
	8" SEWER (PVC)	2,496	L.F.	\$48.00	\$119,808.00
	12" SEWER (PVC)	0	L.F.	\$54.00	\$0.00
	18" SEWER (PVC)	0	L.F.	\$67.00	\$0.00
	4' DIA. MANHOLE	10	EA.	\$2,850.00	\$28,500.00
	5' DIA. MANHOLE	0	EA.	\$2,850.00	\$0.00
	STANDARD CLEANOUT	0	EA.	\$300.00	\$0.00
	DROP MANHOLE	0	EA.	\$5,000.00	\$0.00
	INTERMEDIATE PLATFORM	0	EA.	\$700.00	\$0.00
	4" SEWER SERVICE	77	EA.	\$1,615.00	\$124,355.00
	20" STEEL CASING	0	L.F.	\$2,000.00	\$0.00
	CONNECTION TO EXISTING MAIN	6	EA.	\$1,900.00	\$11,400.00
					\$284,063.00

WATERLINE

ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
	6" WATERPIPE (DIP)	124	L.F.	\$20.00	\$2,480.00
	8" WATERPIPE (PVC)	2,671	L.F.	\$39.00	\$104,169.00
	12" WATERPIPE (PVC)	0	L.F.	\$57.00	\$0.00
	16" WATERPIPE (DIP)	0	L.F.	\$77.60	\$0.00
	6" GATE VALVE	5	EA.	\$1,000.00	\$5,000.00
	8" GATE VALVE	13	EA.	\$1,750.00	\$22,750.00
	12" GATE VALVE	0	EA.	\$3,000.00	\$0.00
	16" BUTTERFLY VALVE	0	EA.	\$18,000.00	\$0.00
	8" MISC. FITTINGS	8	EA.	\$460.00	\$3,680.00
	12" MISC. FITTINGS	0	EA.	\$730.00	\$0.00
	16" MISC. FITTINGS	0	EA.	\$1,500.00	\$0.00
	AIR / VACUUM VALVE	1	EA.	\$6,700.00	\$6,700.00
	8" CAP WITH BLOW OFF VALVE	5	EA.	\$2,000.00	\$10,000.00
	2" BLOW OFF VALVE (8" LINE-LOW POINT)	0	EA.	\$2,000.00	\$0.00
	6" BLOW OFF VALVE (16" LINE-LOW POINT)	0	EA.	\$2,500.00	\$0.00
	FIRE HYDRANT WITH 6" LEAD	5	EA.	\$5,000.00	\$25,000.00
	IRRIGATION SERVICE W/ METER(2")	0	EA.	\$2,500.00	\$0.00
	DOMESTIC WATER SERVICE W/ METER	77	EA.	\$1,400.00	\$107,800.00
	20" STEEL CASING	0	L.F.	\$2,000.00	\$0.00
	CONNECTION TO EXISTING MAIN	7	EA.	\$1,000.00	\$7,000.00
					\$294,579.00

CONTINGENCIES 20% OF CONSTRUCTION COSTS = \$115,728.40

Total Filing 5 Water/Sewer= \$694,370.40





CVL Consultants of Colorado, Inc.
 10333 E. Dry Creek Rd
 Suite 240
 Englewood, Colorado 80112
 720.482.9526 Fax 720.482.9546

**ENGINEERS PUBLIC IMPROVEMENT COST ESTIMATE
 TRAILS AT CROWFOOT FILING 5
 3/7/2018**

ROADWAY

No.	Description	Quantity	Unit	Cost/Unit	Total Cost
	6" VERTICAL CURB & GUTTER (2' PAN)	0	L.F.	\$22.00	\$0.00
	6" VERTICAL CURB & GUTTER (1' PAN)	0	L.F.	\$22.00	\$0.00
	4" MOUNTABLE CURB & GUTTER	5,642	L.F.	\$24.00	\$135,408.00
	HOT MIX ASPHALT PAVEMENT (5" DEPTH)	9,403	S.Y.	\$23.50	\$220,978.33
	CONCRETE PAVEMENT	0	S.Y.	\$90.00	\$0.00
	AGGRIGATE BASE COURSE	2,508	C.Y.	\$40.50	\$101,556.00
	SUBGRADE STABILIZATION	2,508	S.Y.	\$2.10	\$5,265.87
	ROADWAY SUBGRADE PREP (EXTEND 2' OUTSIDE CURB)	2,508	S.Y.	\$1.25	\$3,134.44
	5' DETACHED CONCRETE SIDEWALK	5,642	L.F.	\$27.00	\$152,334.00
	SIDEWALK SUBGRADE PREP (MIN 1' OUTSIDE LIMITS)	4,388	S.Y.	\$1.25	\$5,485.28
	CORNER CURB RAMP (INCLUDES SUBGRADE PREP)	9	EA.	\$2,200.00	\$19,800.00
	MIDBLOCK CURB RAMP (INCLUDES SUBGRADE PREP)	3	EA.	\$2,200.00	\$6,600.00
	CROSS PAN (INCLUDES SUBGRADE PREP)	50	S.Y.	\$103.50	\$5,175.00
	TRENCH DRAIN	0	L.F.	\$19.00	\$0.00
	MEDIAN COVER	0	S.Y.	\$90.00	\$0.00
	ADJUST MANHOLE	11	EA.	\$760.00	\$8,360.00
	ADJUST WATER VALVE	18	EA.	\$425.00	\$7,650.00
Total Cost					\$671,746.92

STRIPING

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	LONG LINE EPOXY PVMT. MARKING	0	GAL	\$105.00	\$0.00
	CROSSWALK BAR	0	S.F.	\$8.00	\$0.00
	STOP BAR	0	S.F.	\$0.93	\$0.00
	ARROW	0	EA.	\$120.00	\$0.00
Total Cost					\$0.00

SIGNAGE (INCLUDE POST AND ANCHOR)

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	STREET NAME SIGN WITH STOP SIGN	9	EA.	\$530.00	\$4,770.00
	GROUND SIGN	0	EA.	\$280.00	\$0.00
	TYPE III BARRICADE	1	EA.	\$2,500.00	\$2,500.00
	SPECIAL SIGN (SPEED LIMIT, DEAD END, MISC SIGNS)	0	EA.	\$280.00	\$0.00
Total Cost					\$7,270.00

DRAINAGE AND STORMWATER IMPROVMENTS

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	18" RCP	222	L.F.	\$64.00	\$14,208.00
	24" RCP	0	L.F.	\$83.00	\$0.00
	30" RCP	0	L.F.	\$100.00	\$0.00
	36" RCP	0	L.F.	\$136.00	\$0.00
	48" RCP	0	L.F.	\$200.00	\$0.00
	30" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$2,400.00	\$0.00
	36" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$3,000.00	\$0.00
	48" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$3,400.00	\$0.00
	4' MANHOLE	1	EA.	\$2,500.00	\$2,500.00
	5' MANHOLE	0	EA.	\$3,070.00	\$0.00
	6' MANHOLE	0	EA.	\$4,380.00	\$0.00
	5' TYPE R INLET	0	EA.	\$9,000.00	\$0.00
	10' TYPE R INLET (SPECIFIC ON 10" INCREMENT)	1	EA.	\$10,700.00	\$10,700.00
	15' TYPE R INLET	0	EA.	\$11,000.00	\$0.00
Total Cost					\$27,408.00

PUBLIC IMPROVMENTS (TOWN) SUBTOTAL \$706,424.92

CONSTRUCTION CONTINGENCY (10%) \$70,642.49
 MOBILIZATION (5%) \$35,321.25
 SURVEYING (3%) \$21,192.75
 CONSTRUCTION MANAGEMENT & TESTING (12%) \$84,770.99

PUBLIC IMPROVEMENT TOTAL \$918,352.40

SECURITY AT 110% = \$1,010,187.64

Trails at Crowfoot Filing 5-Preliminary Landscape Cost Estimate- Streetscape

PCS Group

Opinion of Probable Cost

Date:04.20.18

Filing 5-Streetscape Landscaping

<u>Improvement</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
Landscape Material				
Deciduous Trees (2.5" cal)	103	EA	\$ 560.00	\$ 57,680.00
2" Diam. Cobble Rock mulch (3" depth)	467	SF	\$ 1.25	\$ 583.75
EnviroTurf (w/prep)	40,364	SF	\$ 1.00	\$ 40,364.00
Irrigation (Spray for native and turf areas)	40,364	SF	\$ 0.90	\$ 36,327.60

Hardscape Material & Site Furnishings				
Mailbox kiosk (16 doors)	4	EA	\$ 1,400.00	\$ 5,600.00
Steel Edger	32	LF	\$ 3.00	\$ 96.00
		Sub-Total		\$ 140,651.35
		15% Contingency		\$ 21,097.70
		Total		\$ 161,749.05
		110% SIA Total		\$ 177,923.96

*Temporary native seed for disturbed areas and detention areas are included in the Earthwork budget by civil engineer.

Disclaimer

STREETSCAPE COST ESTIMATE

This opinion of probable landscape construction cost is made on the basis of the Planner / Landscape Architect's experience and qualifications and represents the best judgment as an experienced and qualified professional generally familiar with the industry. However, since the Planner / Landscape Architect does not have control over the cost of labor, materials, equipment, services furnished by others, the Contractors' methods of determining prices, competitive bidding or market conditions; the Planner / Landscape Architect cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from this estimate of probable landscape construction costs. If the OWNER wishes greater assurance as to probable construction costs, the OWNER shall employ an independent cost estimator or contractor. Prior to probationary acceptance of the Public Improvements for the Property, the Developer shall install all plant material and related irrigation facilities within all tracts as described in the landscape plans approved by the Town for the Property (the "Landscape Improvements"), subject to the warranty provisions of this Agreement. If installation of the Landscape Improvements cannot be reasonably accomplished prior to probationary acceptance of the Public Improvements for the Property, the Developer shall post a letter of credit amounting to one hundred ten percent (110%) (the "Landscape Security") of the materials cost as described and will complete the Landscape Improvements according to the landscape plans prior to final acceptance of the Public Improvements by the Town. The Town may reduce the Landscape Security, in the exercise of its sole discretion, as the Landscape Improvements are completed on a tract-by-tract basis and accepted by the Town for probationary acceptance, subject to the warranty provisions of this Agreement and Section 13.07.150(c) of the Town's Land Development Ordinance for the Landscape Improvements.



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TRAILS AT CROWFOOT FILING 6 ENGINEER'S ESTIMATE OF ANTICIPATED COSTS

PROJECT: TRAILS AT CROWFOOT FILING 6
CLIENT: E5X MANAGEMENT
ESTIMATE PREPARED BY: CVL CONSULTANTS OF COLORADO, INC.

ACREAGE: 14.782
LOTS: 51
JOB NUMBER: 283701
PHASE: FILING 6
DATE: 3/7/2018

SANITARY SEWER

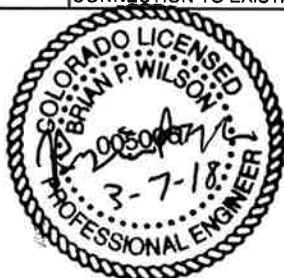
ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
	8" SEWER (PVC)	1,367	L.F.	\$48.00	\$65,616.00
	12" SEWER (PVC)	0	L.F.	\$54.00	\$0.00
	18" SEWER (PVC)	0	L.F.	\$67.00	\$0.00
	4' DIA. MANHOLE	6	EA.	\$2,850.00	\$17,100.00
	5' DIA. MANHOLE	0	EA.	\$2,850.00	\$0.00
	STANDARD CLEANOUT	0	EA.	\$300.00	\$0.00
	DROP MANHOLE	0	EA.	\$5,000.00	\$0.00
	INTERMEDIATE PLATFORM	0	EA.	\$700.00	\$0.00
	4" SEWER SERVICE	51	EA.	\$1,615.00	\$82,365.00
	20" STEEL CASING	0	L.F.	\$2,000.00	\$0.00
	CONNECTION TO EXISTING MAIN	5	EA.	\$1,900.00	\$9,500.00
					\$174,581.00

WATERLINE

ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
	6" WATERPIPE (DIP)	0	L.F.	\$20.00	\$0.00
	8" WATERPIPE (PVC)	1,527	L.F.	\$39.00	\$59,553.00
	12" WATERPIPE (PVC)	0	L.F.	\$57.00	\$0.00
	16" WATERPIPE (DIP)	0	L.F.	\$77.60	\$0.00
	6" GATE VALVE	0	EA.	\$1,000.00	\$0.00
	8" GATE VALVE	0	EA.	\$1,750.00	\$0.00
	12" GATE VALVE	0	EA.	\$3,000.00	\$0.00
	16" BUTTERFLY VALVE	0	EA.	\$18,000.00	\$0.00
	8" MISC. FITTINGS	3	EA.	\$460.00	\$1,380.00
	12" MISC. FITTINGS	0	EA.	\$730.00	\$0.00
	16" MISC. FITTINGS	0	EA.	\$1,500.00	\$0.00
	AIR / VACUUM VALVE	1	EA.	\$6,700.00	\$6,700.00
	8" CAP WITH BLOW OFF VALVE	0	EA.	\$2,000.00	\$0.00
	2" BLOW OFF VALVE (8" LINE-LOW POINT)	0	EA.	\$2,000.00	\$0.00
	6" BLOW OFF VALVE (16" LINE-LOW POINT)	0	EA.	\$2,500.00	\$0.00
	FIRE HYDRANT WITH 6" LEAD	0	EA.	\$5,000.00	\$0.00
	IRRIGATION SERVICE W/ METER(2")	0	EA.	\$2,500.00	\$0.00
	DOMESTIC WATER SERVICE W/ METER	51	EA.	\$1,400.00	\$71,400.00
	20" STEEL CASING	0	L.F.	\$2,000.00	\$0.00
	CONNECTION TO EXISTING MAIN	6	EA.	\$1,000.00	\$6,000.00
					\$145,033.00

CONTINGENCIES 20% OF CONSTRUCTION COSTS = \$63,922.80

Total Filing 6 Water/Sewer= **\$383,536.80**





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**ENGINEERS PUBLIC IMPROVEMENT COST ESTIMATE
 TRAILS AT CROWFOOT FILING 6
 3/7/2018**

ROADWAY

No.	Description	Quantity	Unit	Cost/Unit	Total Cost
	6" VERTICAL CURB & GUTTER (2' PAN)	0	L.F.	\$22.00	\$0.00
	6" VERTICAL CURB & GUTTER (1' PAN)	0	L.F.	\$22.00	\$0.00
	4" MOUNTABLE CURB & GUTTER	3,274	L.F.	\$24.00	\$78,576.00
	HOT MIX ASPHALT PAVEMENT (5" DEPTH)	5,457	S.Y.	\$23.50	\$128,231.67
	CONCRETE PAVEMENT	0	S.Y.	\$90.00	\$0.00
	AGGREGATE BASE COURSE	1,455	C.Y.	\$40.50	\$58,932.00
	SUBGRADE STABILIZATION	1,455	S.Y.	\$2.10	\$3,055.73
	ROADWAY SUBGRADE PREP (EXTEND 2' OUTSIDE CURB)	1,455	S.Y.	\$1.25	\$1,818.89
	5' DETACHED CONCRETE SIDEWALK	3,274	L.F.	\$27.00	\$88,398.00
	SIDEWALK SUBGRADE PREP (MIN 1' OUTSIDE LIMITS)	2,546	S.Y.	\$1.25	\$3,183.06
	CORNER CURB RAMP (INCLUDES SUBGRADE PREP)	0	EA.	\$2,200.00	\$0.00
	MIDBLOCK CURB RAMP (INCLUDES SUBGRADE PREP)	0	EA.	\$2,200.00	\$0.00
	CROSS PAN (INCLUDES SUBGRADE PREP)	0	S.Y.	\$103.50	\$0.00
	TRENCH DRAIN	0	L.F.	\$19.00	\$0.00
	MEDIAN COVER	0	S.Y.	\$90.00	\$0.00
	ADJUST MANHOLE	6	EA.	\$760.00	\$4,560.00
	ADJUST WATER VALVE	0	EA.	\$425.00	\$0.00
Total Cost					\$366,755.34

STRIPING

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	LONG LINE EPOXY PVMT. MARKING	0	GAL	\$105.00	\$0.00
	CROSSWALK BAR	0	S.F.	\$8.00	\$0.00
	STOP BAR	0	S.F.	\$0.93	\$0.00
	ARROW	0	EA.	\$120.00	\$0.00
Total Cost					\$0.00

SIGNAGE (INCLUDE POST AND ANCHOR)

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	STREET NAME SIGN WITH STOP SIGN	5	EA.	\$530.00	\$2,650.00
	GROUND SIGN	0	EA.	\$280.00	\$0.00
	TYPE III BARRICADE	0	EA.	\$2,500.00	\$0.00
	SPECIAL SIGN (SPEED LIMIT, DEAD END, MISC SIGNS)	0	EA.	\$280.00	\$0.00
Total Cost					\$2,650.00

DRAINAGE AND STORMWATER IMPROVEMENTS

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	18" RCP	0	L.F.	\$64.00	\$0.00
	24" RCP	0	L.F.	\$83.00	\$0.00
	30" RCP	0	L.F.	\$100.00	\$0.00
	36" RCP	0	L.F.	\$136.00	\$0.00
	48" RCP	0	L.F.	\$200.00	\$0.00
	30" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$2,400.00	\$0.00
	36" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$3,000.00	\$0.00
	48" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$3,400.00	\$0.00
	4' MANHOLE	0	EA.	\$2,500.00	\$0.00
	5' MANHOLE	0	EA.	\$3,070.00	\$0.00
	6' MANHOLE	0	EA.	\$4,380.00	\$0.00
	5' TYPE R INLET	0	EA.	\$9,000.00	\$0.00
	10' TYPE R INLET (SPECIFIC ON 10" INCREMENT)	0	EA.	\$10,700.00	\$0.00
	15' TYPE R INLET	0	EA.	\$11,000.00	\$0.00
Total Cost					\$0.00

PUBLIC IMPROVMENTS (TOWN) SUBTOTAL \$369,405.34

CONSTRUCTION CONTINGENCY (10%) \$36,940.53
 MOBILIZATION (5%) \$18,470.27
 SURVEYING (3%) \$11,082.16
 CONSTRUCTION MANAGEMENT & TESTING (12%) \$44,328.64

PUBLIC IMPROVEMENT TOTAL \$480,226.95

SECURITY AT 110% = \$528,249.64

Trails at Crowfoot Filing 6-Preliminary Landscape Cost Estimate -Open Space Tracts

PCS Group

Opinion of Probable Cost

Date: 04.20.18

Filing 6-Tract Landscape				
Improvement	Quantity	Unit	Unit Cost	Total
Landscape Material				
Deciduous Trees (2.5" cal)	14	EA	\$ 560.00	\$ 7,840.00
Evergreen Trees (8' ht)	20	EA	\$ 690.00	\$ 13,800.00
Ornamental Trees (2" cal)	14	EA	\$ 480.00	\$ 6,720.00
Deciduous Shrubs (5 gal)	162	EA	\$ 50.00	\$ 8,100.00
Evergreen Shrubs (5 gal)	28	EA	\$ 50.00	\$ 1,400.00
Ornamental Grasses / Perennials (1 gal)	160	EA	\$ 25.00	\$ 4,000.00
Enviro turf (w/prep)	15,302	SF	\$ 1.00	\$ 15,302.00
2" Diam. Cobble Rock mulch (3" depth)	2,557	SF	\$ 1.25	\$ 3,196.25
Irrigation (Spray for native and turf areas)	15,302	SF	\$ 0.90	\$ 13,771.80
Irrigation (Drip emitters for shrub beds)	1	LS	\$ 4,500.00	\$ 4,500.00
Hardscape Material & Site Furnishings				
Steel Edger	559	LF	\$ 3.00	\$ 1,677.00
Pet Station	1	EA	\$ 600.00	\$ 600.00
Trash Receptacle	1	EA	\$ 1,200.00	\$ 1,200.00
Bench	1	EA	\$ 1,500.00	\$ 1,500.00
Playground Equipment	1	EA	\$ 15,000.00	\$ 15,000.00
Specimen Landscape Boulders	4	EA	\$ 400.00	\$ 1,600.00
5' Concrete Walk (4" depth)	864	SF	\$ 7.00	\$ 6,048.00
Concrete Thickened Edge	60	LF	\$ 45.00	\$ 2,700.00
Crusher Fines (4" depth)	2,223	SF	\$ 5.00	\$ 11,115.00
Mailbox Kiosk (16 door)	4	EA	\$ 1,400.00	\$ 5,600.00
Engineered Wood Fiber (playground-12" depth)	109	SF	\$ 3.50	\$ 381.50
ADA Playground Ramp	1	EA	\$ 1,800.00	\$ 1,800.00
Playground Drainage	1	LS	\$ 1,500.00	\$ 1,500.00
			Sub-Total	\$ 129,351.55
			15% Contingency	\$ 19,402.73
			Total	\$ 148,754.28
			110% SIA Total	\$ 163,629.71

*Temporary native seed for disturbed areas and detention areas are included in the Earthwork budget by civil engineer.

Disclaimer

TRACT - COST ESTIMATE

This opinion of probable landscape construction cost is made on the basis of the Planner / Landscape Architect's experience and qualifications and represents the best judgment as an experienced and qualified professional generally familiar with the industry. However, since the Planner / Landscape Architect does not have control over the cost of labor, materials, equipment, services furnished by others, the Contractors' methods of determining prices, competitive bidding or market conditions; the Planner / Landscape Architect cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from this estimate of probable landscape construction costs. If the OWNER wishes greater assurance as to probable construction costs, the OWNER shall employ an independent cost estimator or contractor. Prior to probationary acceptance of the Public Improvements for the Property, the Developer shall install all plant material and related irrigation facilities within all tracts as described in the landscape plans approved by the Town for the Property (the "Landscape Improvements"), subject to the warranty provisions of this Agreement. If installation of the Landscape Improvements cannot be reasonably accomplished prior to probationary acceptance of the Public Improvements for the Property, the Developer shall post a letter of credit amounting to one hundred ten percent (110%) (the "Landscape Security") of the materials cost as described and will complete the Landscape Improvements according to the landscape plans prior to final acceptance of the Public Improvements by the Town. The Town may reduce the Landscape Security, in the exercise of its sole discretion, as the Landscape Improvements are completed on a tract-by-tract basis and accepted by the Town for probationary acceptance, subject to the warranty provisions of this Agreement and Section 13.07.150(c) of the Town's Land Development Ordinance for the Landscape Improvements.

Trails at Crowfoot Filing 6-Preliminary Landscape Cost Estimate - Streetscape

PCS Group

Opinion of Probable Cost

Date: 04.20.2018

Filing 6-Streetscape Landscaping				
<u>Improvement</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
Deciduous Trees (2.5" cal)	104	EA	\$ 560.00	\$ 58,240.00
EnviroTurf (w/prep)	40,592	SF	\$ 1.00	\$ 40,592.00
Irrigation (Spray for native and turf areas)	40,592	SF	\$ 0.90	\$ 36,532.80
		Sub-Total		\$ 135,364.80
		15% Contingency		\$ 20,304.72
		Total		\$ 155,669.52
		110% SIA Total		\$ 171,236.47

*Temporary native seed for disturbed areas and detention areas are included in the Earthwork budget by civil engineer.

Disclaimer

STREETSCAPE COST ESTIMATE

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CVL Consultants of Colorado, Inc.
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 Suite 240
 Englewood, Colorado 80112
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TRAILS AT CROWFOOT FILING 7 ENGINEER'S ESTIMATE OF ANTICIPATED COSTS

PROJECT:
 TRAILS AT CROWFOOT FILING 7
CLIENT:
 E5X MANAGEMENT
ESTIMATE PREPARED BY:
 CVL CONSULTANTS OF COLORADO, INC.

ACREAGE: 13.378
LOTS: 49
JOB NUMBER: 283701
PHASE: FILING 7
DATE: 3/7/2018

SANITARY SEWER

ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
	8" SEWER (PVC)	1,116	L.F.	\$48.00	\$53,568.00
	12" SEWER (PVC)	0	L.F.	\$54.00	\$0.00
	18" SEWER (PVC)	0	L.F.	\$67.00	\$0.00
	4' DIA. MANHOLE	8	EA.	\$2,850.00	\$22,800.00
	5' DIA. MANHOLE	0	EA.	\$2,850.00	\$0.00
	STANDARD CLEANOUT	0	EA.	\$300.00	\$0.00
	DROP MANHOLE	0	EA.	\$5,000.00	\$0.00
	INTERMEDIATE PLATFORM	0	EA.	\$700.00	\$0.00
	4" SEWER SERVICE	49	EA.	\$1,615.00	\$79,135.00
	20" STEEL CASING	0	L.F.	\$2,000.00	\$0.00
	CONNECTION TO EXISTING MAIN	5	EA.	\$1,900.00	\$9,500.00
					\$165,003.00

WATERLINE

ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
	6" WATERPIPE (DIP)	76	L.F.	\$20.00	\$1,520.00
	8" WATERPIPE (PVC)	1,602	L.F.	\$39.00	\$62,478.00
	12" WATERPIPE (PVC)	0	L.F.	\$57.00	\$0.00
	16" WATERPIPE (DIP)	0	L.F.	\$77.60	\$0.00
	6" GATE VALVE	3	EA.	\$1,000.00	\$3,000.00
	8" GATE VALVE	1	EA.	\$1,750.00	\$1,750.00
	12" GATE VALVE	0	EA.	\$3,000.00	\$0.00
	16" BUTTERFLY VALVE	0	EA.	\$18,000.00	\$0.00
	8" MISC. FITTINGS	11	EA.	\$460.00	\$5,060.00
	12" MISC. FITTINGS	0	EA.	\$730.00	\$0.00
	16" MISC. FITTINGS	0	EA.	\$1,500.00	\$0.00
	AIR / VACUUM VALVE	2	EA.	\$6,700.00	\$13,400.00
	8" CAP WITH BLOW OFF VALVE	0	EA.	\$2,000.00	\$0.00
	2" BLOW OFF VALVE (8" LINE-LOW POINT)	0	EA.	\$2,000.00	\$0.00
	6" BLOW OFF VALVE (16" LINE-LOW POINT)	0	EA.	\$2,500.00	\$0.00
	FIRE HYDRANT WITH 6" LEAD	3	EA.	\$5,000.00	\$15,000.00
	IRRIGATION SERVICE W/ METER(2")	0	EA.	\$2,500.00	\$0.00
	DOMESTIC WATER SERVICE W/ METER	49	EA.	\$1,400.00	\$68,600.00
	20" STEEL CASING	0	L.F.	\$2,000.00	\$0.00
	CONNECTION TO EXISTING MAIN	4	EA.	\$1,000.00	\$4,000.00
					\$174,808.00

CONTINGENCIES 20% OF CONSTRUCTION COSTS = \$67,962.20

Total Filing 7 Water/Sewer= **\$407,773.20**





CVL Consultants of Colorado, Inc.
 10333 E. Dry Creek Rd
 Suite 240
 Englewood, Colorado 80112
 720.482.9526 Fax 720.482.9546

**ENGINEERS PUBLIC IMPROVEMENT COST ESTIMATE
 TRAILS AT CROWFOOT FILING 7
 3/7/2018**

ROADWAY

No.	Description	Quantity	Unit	Cost/Unit	Total Cost
	6" VERTICAL CURB & GUTTER (2' PAN)	0	L.F.	\$22.00	\$0.00
	6" VERTICAL CURB & GUTTER (1' PAN)	0	L.F.	\$22.00	\$0.00
	4" MOUNTABLE CURB & GUTTER	3,316	L.F.	\$24.00	\$79,584.00
	HOT MIX ASPHALT PAVEMENT (5" DEPTH)	5,527	S.Y.	\$23.50	\$129,876.67
	CONCRETE PAVEMENT	0	S.Y.	\$90.00	\$0.00
	AGGREGATE BASE COURSE	1,474	C.Y.	\$40.50	\$59,688.00
	SUBGRADE STABILIZATION	1,474	S.Y.	\$2.10	\$3,094.93
	ROADWAY SUBGRADE PREP (EXTEND 2' OUTSIDE CURB)	1,474	S.Y.	\$1.25	\$1,842.22
	5' DETACHED CONCRETE SIDEWALK	3,316	L.F.	\$27.00	\$89,532.00
	SIDEWALK SUBGRADE PREP (MIN 1' OUTSIDE LIMITS)	2,579	S.Y.	\$1.25	\$3,223.89
	CORNER CURB RAMP (INCLUDES SUBGRADE PREP)	0	EA.	\$2,200.00	\$0.00
	MIDBLOCK CURB RAMP (INCLUDES SUBGRADE PREP)	0	EA.	\$2,200.00	\$0.00
	CROSS PAN (INCLUDES SUBGRADE PREP)	0	S.Y.	\$103.50	\$0.00
	TRENCH DRAIN	0	L.F.	\$19.00	\$0.00
	MEDIAN COVER	0	S.Y.	\$90.00	\$0.00
	ADJUST MANHOLE	8	EA.	\$760.00	\$6,080.00
	ADJUST WATER VALVE	4	EA.	\$425.00	\$1,700.00
Total Cost					\$374,621.71

STRIPING

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	LONG LINE EPOXY PVMT. MARKING	0	GAL	\$105.00	\$0.00
	CROSSWALK BAR	0	S.F.	\$8.00	\$0.00
	STOP BAR	0	S.F.	\$0.93	\$0.00
	ARROW	0	EA.	\$120.00	\$0.00
Total Cost					\$0.00

SIGNAGE (INCLUDE POST AND ANCHOR)

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	STREET NAME SIGN WITH STOP SIGN	4	EA.	\$530.00	\$2,120.00
	GROUND SIGN	0	EA.	\$280.00	\$0.00
	TYPE III BARRICADE	0	EA.	\$2,500.00	\$0.00
	SPECIAL SIGN (SPEED LIMIT, DEAD END, MISC SIGNS)	0	EA.	\$280.00	\$0.00
Total Cost					\$2,120.00

DRAINAGE AND STORMWATER IMPROVMENTS

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	18" RCP	0	L.F.	\$64.00	\$0.00
	24" RCP	0	L.F.	\$83.00	\$0.00
	30" RCP	0	L.F.	\$100.00	\$0.00
	36" RCP	0	L.F.	\$136.00	\$0.00
	48" RCP	0	L.F.	\$200.00	\$0.00
	30" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$2,400.00	\$0.00
	36" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$3,000.00	\$0.00
	48" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$3,400.00	\$0.00
	4' MANHOLE	0	EA.	\$2,500.00	\$0.00
	5' MANHOLE	0	EA.	\$3,070.00	\$0.00
	6' MANHOLE	0	EA.	\$4,380.00	\$0.00
	5' TYPE R INLET	0	EA.	\$9,000.00	\$0.00
	10' TYPE R INLET (SPECIFIC ON 10" INCREMENT)	0	EA.	\$10,700.00	\$0.00
	15' TYPE R INLET	0	EA.	\$11,000.00	\$0.00
Total Cost					\$0.00

PUBLIC IMPROVMENTS (TOWN) SUBTOTAL \$376,741.71

CONSTRUCTION CONTINGENCY (10%) \$37,674.17
 MOBILIZATION (5%) \$18,837.09
 SURVEYING (3%) \$11,302.25
 CONSTRUCTION MANAGEMENT & TESTING (12%) \$45,209.01

PUBLIC IMPROVEMENT TOTAL \$489,764.22

SECURITY AT 110% = \$538,740.65

Trails at Crowfoot Filing 7-Preliminary Landscape Cost Estimate Tract

PCS Group

Opinion of Probable Cost

Date: 04.20.18

Filing 7-Tract Landscape				
<u>Improvement</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
Landscape Material				
Evergreen Trees (8' ht)	9	EA	\$ 690.00	\$ 6,210.00
Ornamental Trees (2" cal)	6	EA	\$ 480.00	\$ 2,880.00
Deciduous Shrubs (5 gal)	5	EA	\$ 50.00	\$ 250.00
Evergreen Shrubs (5 gal)	30	EA	\$ 50.00	\$ 1,500.00
Ornamental Grasses (1 gal)	23	EA	\$ 25.00	\$ 575.00
Enviro turf (w/prep)	1,988	SF	\$ 1.00	\$ 1,988.00
2" Diam. Cobble Rock mulch (3" depth)	796	SF	\$ 1.25	\$ 995.00
Irrigation (Spray for native and turf areas)	1,988	SF	\$ 0.90	\$ 1,789.20
Irrigation (Drip emitters for shrub beds)	1	LS	\$ 2,000.00	\$ 2,000.00
Hardscape Material & Site Furnishings				
Concrete Walk (4" depth)	938	SF	\$ 7.00	\$ 6,566.00
Crusher Fines (4" depth)	1,508	SF	\$ 6.00	\$ 9,048.00
Steel Edger	39	LF	\$ 3.00	\$ 117.00
Pet Station	1	EA	\$ 600.00	\$ 600.00
Trash Receptacle	1	EA	\$ 1,200.00	\$ 1,200.00
Bench	1	EA	\$ 1,500.00	\$ 1,500.00
			Sub-Total	\$ 37,218.20
			15% Contingency	\$ 5,582.73
			Total	\$ 42,800.93
			110% SIA Total	\$ 47,081.02

*Temporary irrigated native seed for disturbed areas and detention areas are included in the Earthwork budget by civil engineer.

Disclaimer

TRACT COST ESTIMATE

This opinion of probable landscape construction cost is made on the basis of the Planner / Landscape Architect's experience and qualifications and represents the best judgment as an experienced and qualified professional generally familiar with the industry. However, since the Planner / Landscape Architect does not have control over the cost of labor, materials, equipment, services furnished by others, the Contractors' methods of determining prices, competitive bidding or market conditions; the Planner / Landscape Architect cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from this estimate of probable landscape construction costs. If the OWNER wishes greater assurance as to probable construction costs, the OWNER shall employ an independent cost estimator or contractor. Prior to probationary acceptance of the Public Improvements for the Property, the Developer shall install all plant material and related irrigation facilities within all tracts as described in the landscape plans approved by the Town for the Property (the "Landscape Improvements"), subject to the warranty provisions of this Agreement. If installation of the Landscape Improvements cannot be reasonably accomplished prior to probationary acceptance of the Public Improvements for the Property, the Developer shall post a letter of credit amounting to one hundred ten percent (110%) (the "Landscape Security") of the materials cost as described and will complete the Landscape Improvements according to the landscape plans prior to final acceptance of the Public Improvements by the Town. The Town may reduce the Landscape Security, in the exercise of its sole discretion, as the Landscape Improvements are completed on a tract-by-tract basis and accepted by the Town for probationary acceptance, subject to the warranty provisions of this Agreement and Section 13.07.150(c) of the Town's Land Development Ordinance for the Landscape Improvements.

Trails at Crowfoot Filing 7-Preliminary Landscape Cost Estimate Streetscape

PCS Group

Opinion of Probable Cost

Date: 04.20.2018

Filing 7-Streetscape Landscape

<u>Improvement</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
Landscape Material				
Deciduous Trees (2.5" cal)	85	EA	\$ 560.00	\$ 47,600.00
2" Diam. Cobble Rock mulch (3" depth)	240	SF	\$ 1.25	\$ 300.00
EnviroTurf (w/prep)	35,525	SF	\$ 1.00	\$ 35,525.00
Irrigation (Spray for native and turf areas)	35,525	SF	\$ 0.90	\$ 31,972.50

Hardscape Material & Site Furnishings				
Steel Edger	16	LF	\$ 3.00	\$ 48.00
Mailbox kiosk (16 doors)	4	EA	\$ 1,400.00	\$ 5,600.00
		Sub-Total		\$ 121,045.50
		15% Contingency		\$ 18,156.83
		Total		\$ 139,202.33
		110% SIA Total		\$ 153,122.56

*Temporary native seed for disturbed areas and detention areas are included in the Earthwork budget by civil engineer.

Disclaimer

STREETSCAPE COST ESTIMATE

This opinion of probable landscape construction cost is made on the basis of the Planner / Landscape Architect's experience and qualifications and represents the best judgment as an experienced and qualified professional generally familiar with the industry. However, since the Planner / Landscape Architect does not have control over the cost of labor, materials, equipment, services furnished by others, the Contractors' methods of determining prices, competitive bidding or market conditions; the Planner / Landscape Architect cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from this estimate of probable landscape construction costs. If the OWNER wishes greater assurance as to probable construction costs, the OWNER shall employ an independent cost estimator or contractor. Prior to probationary acceptance of the Public Improvements for the Property, the Developer shall install all plant material and related irrigation facilities within all tracts as described in the landscape plans approved by the Town for the Property (the "Landscape Improvements"), subject to the warranty provisions of this Agreement. If installation of the Landscape Improvements cannot be reasonably accomplished prior to probationary acceptance of the Public Improvements for the Property, the Developer shall post a letter of credit amounting to one hundred ten percent (110%) (the "Landscape Security") of the materials cost as described and will complete the Landscape Improvements according to the landscape plans prior to final acceptance of the Public Improvements by the Town. The Town may reduce the Landscape Security, in the exercise of its sole discretion, as the Landscape Improvements are completed on a tract-by-tract basis and accepted by the Town for probationary acceptance, subject to the warranty provisions of this Agreement and Section 13.07.150(c) of the Town's Land Development Ordinance for the Landscape Improvements.



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TRAILS AT CROWFOOT FILING 8 ENGINEER'S ESTIMATE OF ANTICIPATED COSTS

PROJECT:	TRAILS AT CROWFOOT FILING 8	ACREAGE:	10.688
CLIENT:	E5X MANAGEMENT	LOTS:	31
ESTIMATE PREPARED BY:	CVL CONSULTANTS OF COLORADO, INC.	JOB NUMBER:	283701
		PHASE:	FILING 8
		DATE:	3/7/2018

SANITARY SEWER

ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
	8" SEWER (PVC)	340	L.F.	\$48.00	\$16,320.00
	4' DIA. MANHOLE	2	EA.	\$2,850.00	\$5,700.00
	INTERMEDIATE PLATFORM	0	EA.	\$700.00	\$0.00
	*4" SEWER SERVICE	31	EA.	\$1,615.00	\$50,065.00
	CONNECTION TO EXISTING MAIN	1	EA.	\$1,900.00	\$1,900.00
					\$73,985.00

WATERLINE

ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
	6" WATERPIPE (DIP)	16	L.F.	\$20.00	\$320.00
	8" WATERPIPE (PVC)	310	L.F.	\$39.00	\$12,090.00
	6" GATE VALVE	1	EA.	\$1,000.00	\$1,000.00
	8" GATE VALVE	0	EA.	\$1,750.00	\$0.00
	8" MISC. FITTINGS	2	EA.	\$460.00	\$920.00
	AIR / VACUUM VALVE	1	EA.	\$6,700.00	\$6,700.00
	2" BLOW OFF VALVE (8" LINE-LOW POINT)	0	EA.	\$2,000.00	\$0.00
	FIRE HYDRANTS WITH 6" LEAD	1	EA.	\$5,000.00	\$5,000.00
	IRRIGATION SERVICE W/ METER(2")	0	EA.	\$2,500.00	\$0.00
	*DOMESTIC WATER SERVICE W/ METER	31	EA.	\$1,400.00	\$43,400.00
	CONNECTION TO EXISTING MAIN	1	EA.	\$1,000.00	\$1,000.00
					\$70,430.00

CONTINGENCIES 20% OF CONSTRUCTION COSTS = **\$28,883.00**

Total Filing 8 Water/Sewer= **\$173,298.00**

Note: * 22 services are being installed with Filing 1 Parker Water and Sanitation Construction Plans and 9 are being installed with Filing 8 Parker Water and Sanitation Construction Plans.





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**ENGINEERS PUBLIC IMPROVEMENT COST ESTIMATE
 TRAILS AT CROWFOOT FILING 8
 3/7/2018**

ROADWAY

No.	Description	Quantity	Unit	Cost/Unit	Total Cost
	6" VERTICAL CURB & GUTTER (2' PAN)	0	L.F.	\$22.00	\$0.00
	6" VERTICAL CURB & GUTTER (1' PAN)	0	L.F.	\$22.00	\$0.00
	4" MOUNTABLE CURB & GUTTER	744	L.F.	\$24.00	\$17,856.00
	HOT MIX ASPHALT PAVEMENT (5" DEPTH)	1,502	S.Y.	\$23.50	\$35,298.65
	CONCRETE PAVEMENT	0	S.Y.	\$90.00	\$0.00
	AGGREGATE BASE COURSE	406	C.Y.	\$40.50	\$16,447.53
	SUBGRADE STABILIZATION	406	S.Y.	\$2.10	\$852.84
	ROADWAY SUBGRADE PREP (EXTEND 2' OUTSIDE CURB)	406	S.Y.	\$1.25	\$507.64
	5' DETACHED CONCRETE SIDEWALK	764	L.F.	\$27.00	\$20,628.00
	SIDEWALK SUBGRADE PREP (MIN 1' OUTSIDE LIMITS)	594	S.Y.	\$1.25	\$742.78
	CORNER CURB RAMP (INCLUDES SUBGRADE PREP)	0	EA.	\$2,200.00	\$0.00
	MIDBLOCK CURB RAMP (INCLUDES SUBGRADE PREP)	0	EA.	\$2,200.00	\$0.00
	CROSS PAN (INCLUDES SUBGRADE PREP)	0	S.Y.	\$103.50	\$0.00
	TRENCH DRAIN	0	L.F.	\$19.00	\$0.00
	MEDIAN COVER	0	S.Y.	\$90.00	\$0.00
	ADJUST MANHOLE	2	EA.	\$760.00	\$1,520.00
	ADJUST WATER VALVE	1	EA.	\$425.00	\$425.00
Total Cost					\$94,278.44

STRIPING

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	LONG LINE EPOXY PVMT. MARKING	0	GAL	\$105.00	\$0.00
	CROSSWALK BAR	0	S.F.	\$8.00	\$0.00
	STOP BAR	0	S.F.	\$0.93	\$0.00
	ARROW	0	EA.	\$120.00	\$0.00
Total Cost					\$0.00

SIGNAGE (INCLUDE POST AND ANCHOR)

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	STREET NAME SIGN WITH STOP SIGN	1	EA.	\$530.00	\$530.00
	GROUND SIGN	0	EA.	\$280.00	\$0.00
	TYPE III BARRICADE	0	EA.	\$2,500.00	\$0.00
	SPECIAL SIGN (SPEED LIMIT, DEAD END, MISC SIGNS)	1	EA.	\$280.00	\$280.00
Total Cost					\$810.00

DRAINAGE AND STORMWATER IMPROVEMENTS

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	18" RCP	0	L.F.	\$64.00	\$0.00
	24" RCP	0	L.F.	\$83.00	\$0.00
	30" RCP	0	L.F.	\$100.00	\$0.00
	36" RCP	0	L.F.	\$136.00	\$0.00
	48" RCP	0	L.F.	\$200.00	\$0.00
	30" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$2,400.00	\$0.00
	36" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$3,000.00	\$0.00
	48" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$3,400.00	\$0.00
	4' MANHOLE	0	EA.	\$2,500.00	\$0.00
	5' MANHOLE	0	EA.	\$3,070.00	\$0.00
	6' MANHOLE	0	EA.	\$4,380.00	\$0.00
	5' TYPE R INLET	0	EA.	\$9,000.00	\$0.00
	10' TYPE R INLET (SPECIFIC ON 10" INCREMENT)	0	EA.	\$10,700.00	\$0.00
	15' TYPE R INLET	0	EA.	\$11,000.00	\$0.00
Total Cost					\$0.00

PUBLIC IMPROVMENTS (TOWN) SUBTOTAL \$95,088.44

CONSTRUCTION CONTINGENCY (10%) \$9,508.84
 MOBILIZATION (5%) \$4,754.42
 SURVEYING (3%) \$2,852.65
 CONSTRUCTION MANAGEMENT & TESTING (12%) \$11,410.61

PUBLIC IMPROVEMENT TOTAL \$123,614.97

SECURITY AT 110% = \$135,976.47

Trails at Crowfoot Filing 8-Preliminary Landscape Cost Estimate Streetscape

PCS Group

Opinion of Probable Cost

Date: 04.20.2018

Filing 8-Streetscape Landscaping

<u>Improvement</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
Landscape Material				
Deciduous Trees (2.5" cal)	65	EA	\$ 560.00	\$ 36,400.00
2" Diam. Cobble Rock mulch (3" depth)	1,648	SF	\$ 1.25	\$ 2,060.00
Landscape Boulders (2'-3')	8	EA	\$ 400.00	\$ 3,200.00
EnviroTurf (w/prep)	24,163	SF	\$ 1.00	\$ 24,163.00
Irrigation (Spray for native and turf areas)	24,163	SF	\$ 0.90	\$ 21,746.70
Hardscape Material & Site Furnishings				
Steel Edger	48	LF	\$ 3.00	\$ 144.00
Mailbox kiosk (16 doors)	2	EA	\$ 1,400.00	\$ 2,800.00
			Sub-Total	\$ 90,513.70
			15% Contingency	\$ 13,577.06
			Total	\$ 104,090.76
			110% SIA Total	\$ 114,499.83

*Temporary native seed for disturbed areas and detention areas are included in the Earthwork budget by civil engineer.

Disclaimer

STREETSCAPE COST ESTIMATE

This opinion of probable landscape construction cost is made on the basis of the Planner / Landscape Architect's experience and qualifications and represents the best judgment as an experienced and qualified professional generally familiar with the industry. However, since the Planner / Landscape Architect does not have control over the cost of labor, materials, equipment, services furnished by others, the Contractors' methods of determining prices, competitive bidding or market conditions; the Planner / Landscape Architect cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from this estimate of probable landscape construction costs. If the OWNER wishes greater assurance as to probable construction costs, the OWNER shall employ an independent cost estimator or contractor. Prior to probationary acceptance of the Public Improvements for the Property, the Developer shall install all plant material and related irrigation facilities within all tracts as described in the landscape plans approved by the Town for the Property (the "Landscape Improvements"), subject to the warranty provisions of this Agreement. If installation of the Landscape Improvements cannot be reasonably accomplished prior to probationary acceptance of the Public Improvements for the Property, the Developer shall post a letter of credit amounting to one hundred ten percent (110%) (the "Landscape Security") of the materials cost as described and will complete the Landscape Improvements according to the landscape plans prior to final acceptance of the Public Improvements by the Town. The Town may reduce the Landscape Security, in the exercise of its sole discretion, as the Landscape Improvements are completed on a tract-by-tract basis and accepted by the Town for probationary acceptance, subject to the warranty provisions of this Agreement and Section 13.07.150(c) of the Town's Land Development Ordinance for the Landscape Improvements.



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TRAILS AT CROWFOOT FILING 9 ENGINEER'S ESTIMATE OF ANTICIPATED COSTS

PROJECT:	ACREAGE:	152.368
TRAILS AT CROWFOOT FILING 9	LOTS:	0
CLIENT:	JOB NUMBER:	283701
E5X MANAGEMENT	PHASE:	FILING 9
ESTIMATE PREPARED BY:	DATE:	2/26/2018
CVL CONSULTANTS OF COLORADO, INC.		

SANITARY SEWER

ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
	8" SEWER (PVC)	1,142	L.F.	\$48.00	\$54,816.00
	12" SEWER (PVC)	0	L.F.	\$54.00	\$0.00
	18" SEWER (PVC)	0	L.F.	\$67.00	\$0.00
	4' DIA. MANHOLE	9	EA.	\$2,850.00	\$25,650.00
	5' DIA. MANHOLE	0	EA.	\$2,850.00	\$0.00
	STANDARD CLEANOUT	0	EA.	\$300.00	\$0.00
	DROP MANHOLE	0	EA.	\$5,000.00	\$0.00
	INTERMEDIATE PLATFORM	0	EA.	\$700.00	\$0.00
	4" SEWER SERVICE	0	EA.	\$1,615.00	\$0.00
	20" STEEL CASING	0	L.F.	\$2,000.00	\$0.00
	CONNECTION TO EXISTING MAIN	1	EA.	\$1,900.00	\$1,900.00
					\$82,366.00

WATERLINE

ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
	6" WATERPIPE (DIP)	211	L.F.	\$20.00	\$4,220.00
	8" WATERPIPE (PVC)	4,079	L.F.	\$39.00	\$159,081.00
	12" WATERPIPE (PVC)	1,081	L.F.	\$57.00	\$61,617.00
	16" WATERPIPE (DIP)	0	L.F.	\$77.60	\$0.00
	6" GATE VALVE	9	EA.	\$1,000.00	\$9,000.00
	8" GATE VALVE	25	EA.	\$1,750.00	\$43,750.00
	12" GATE VALVE	3	EA.	\$3,000.00	\$9,000.00
	16" BUTTERFLY VALVE	0	EA.	\$18,000.00	\$0.00
	8" MISC. FITTINGS	16	EA.	\$460.00	\$7,360.00
	12" MISC. FITTINGS	6	EA.	\$730.00	\$4,380.00
	16" MISC. FITTINGS	0	EA.	\$1,500.00	\$0.00
	AIR / VACUUM VALVE	2	EA.	\$6,700.00	\$13,400.00
	8" CAP WITH BLOW OFF	11	EA.	\$2,000.00	\$22,000.00
	2" BLOW OFF VALVE (8" LINE-LOW POINT)	1	EA.	\$2,000.00	\$2,000.00
	6" BLOW OFF VALVE (16" LINE-LOW POINT)	0	EA.	\$2,500.00	\$0.00
	FIRE HYDRANTS WITH 6" LEAD	9	EA.	\$5,000.00	\$45,000.00
	IRRIGATION SERVICE W/ METER(2")	2	EA.	\$2,500.00	\$5,000.00
	DOMESTIC WATER SERVICE W/ METER	0	EA.	\$1,400.00	\$0.00
	20" STEEL CASING	0	L.F.	\$2,000.00	\$0.00
	CONNECTION TO EXISTING MAIN	5	EA.	\$1,000.00	\$5,000.00
					\$390,808.00

CONTINGENCIES 20% OF CONSTRUCTION COSTS = **\$94,634.80**

Total Filing 9 Water/Sewer= \$567,808.80





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**ENGINEERS PUBLIC IMPROVEMENT COST ESTIMATE
 TRAILS AT CROWFOOT FILING 9
 2/26/2018**

EARTHWORK

No.	Description	Quantity	Unit	UNIT COST	Total Cost
	OVERLOT GRADING	535,000	C.Y.	\$3.00	\$1,605,000.00
	IMPORT/EXPORT	0	C.Y.	\$6.00	\$0.00
	TOP SOIL	65,140	C.Y.	\$1.75	\$113,995.00
Total Cost					\$1,718,995.00

ROADWAY

No.	Description	Quantity	Unit	Cost/Unit	Total Cost
	6" VERTICAL CURB & GUTTER (2' PAN)	11,680	L.F.	\$22.00	\$256,960.00
	6" VERTICAL CURB & GUTTER (1' PAN)	6,142	L.F.	\$22.00	\$135,124.00
	4" MOUNTABLE CURB & GUTTER	4,396	L.F.	\$24.00	\$105,504.00
	HOT MIX ASPHALT PAVEMENT (5' DEPTH)	32,292	S.Y.	\$23.50	\$758,856.78
	CONCRETE PAVEMENT	0	S.Y.	\$90.00	\$0.00
	AGGRIGATE BASE COURSE	6,213	C.Y.	\$40.50	\$251,627.25
	SUBGRADE STABILIZATION	37,278	S.Y.	\$2.10	\$78,284.03
	ROADWAY SUBGRADE PREP (EXTEND 2' OUTSIDE CURB)	37,278	S.Y.	\$1.25	\$46,597.64
	5' DETACHED CONCRETE SIDEWALK	16,076	L.F.	\$27.00	\$434,052.00
	SIDEWALK SUBGRADE PREP (MIN 1' OUTSIDE LIMITS)	12,504	S.Y.	\$1.25	\$15,629.44
	CORNER CURB RAMP (INCLUDES SUBGRADE PREP)	47	EA.	\$2,200.00	\$103,400.00
	MIDBLOCK CURB RAMP (INCLUDES SUBGRADE PREP)	7	EA.	\$2,200.00	\$15,400.00
	CROSS PAN (INCLUDES SUBGRADE PREP)	200	S.Y.	\$103.50	\$20,700.00
	TRENCH DRAIN	5,542	L.F.	\$19.00	\$105,298.00
	MEDIAN COVER	1,363	S.Y.	\$90.00	\$122,670.00
	ADJUST MANHOLE	51	EA.	\$760.00	\$38,760.00
	ADJUST WATER VALVE	44	EA.	\$425.00	\$18,700.00
Total Cost					\$2,507,563.14

CONCRETE TRAILS

No.	Description	Quantity	Unit	Cost/Unit	Total Cost
	10' REGIONAL TRAIL	3,211	L.F.	\$45.00	\$144,495.00
	SIDEWALK SUBGRADE PREP (MIN 1' OUTSIDE LIMITS)	4,281	S.Y.	\$9.80	\$41,957.07
Total Cost					\$186,452.07

STRIPING

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	LONG LINE EPOXY PVMT. MARKING	57	GAL	\$105.00	\$5,950.00
	CROSSWALK BAR	3,800	S.F.	\$8.00	\$30,400.00
	STOP BAR	0	S.F.	\$0.93	\$0.00
	ARROW	8	EA.	\$120.00	\$960.00
Total Cost					\$37,310.00

SIGNAGE (INCLUDE POST AND ANCHOR)

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	STREET NAME SIGN	8	EA.	\$530.00	\$4,240.00
	GROUND SIGN	0	EA.	\$280.00	\$0.00
	TYPE III BARRICADE	1	EA.	\$2,500.00	\$2,500.00
	SPECIAL SIGN (SPEED LIMIT, DEAD END, MISC SIGNS)	4	EA.	\$280.00	\$1,120.00
Total Cost					\$7,860.00

DRAINAGE AND STORMWATER IMPROVMENTS

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	18" RCP	1,832	L.F.	\$64.00	\$117,248.00
	24" RCP	2,889	L.F.	\$83.00	\$239,787.00
	30" RCP	319	L.F.	\$100.00	\$31,900.00
	36" RCP	2,722	L.F.	\$136.00	\$370,192.00
	48" RCP	72	L.F.	\$200.00	\$14,400.00
	24" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$2,400.00	\$0.00
	36" FES WITH CONCRETE CUTOFF WALL	2	EA.	\$3,000.00	\$6,000.00
	48" FES WITH CONCRETE CUTOFF WALL	2	EA.	\$3,400.00	\$6,800.00
	4' MANHOLE	29	EA.	\$2,500.00	\$72,500.00
	5' MANHOLE	25	EA.	\$3,070.00	\$76,750.00
	5' TYPE R INLET	0	EA.	\$9,000.00	\$0.00
	10' TYPE R INLET (SPECIFIC ON 10" INCREMENT)	13	EA.	\$10,700.00	\$139,100.00
	15' TYPE R INLET	14	EA.	\$11,000.00	\$154,000.00
	TYPE C AREA INLET	2	EA.	\$7,500.00	\$15,000.00
	OUTLET STRUCTURE WITH MICROPOOL (POND C)	1	L.S.	\$75,000.00	\$75,000.00
	TRICKLE CHANNEL (4' STANDARD WIDTH WITH 6" VERICAL CURBS)	693	L.F.	\$130.00	\$90,090.00
	FOREBAY	2	EA.	\$34,000.00	\$68,000.00
	ACCESS PATH	1	L.S.	\$11,400.00	\$11,400.00
	RIPRAP	110	C.Y.	\$150.00	\$16,500.00

Total Cost **\$1,504,667.00**

PUBLIC IMPROVMENTS (TOWN) SUBTOTAL **\$5,962,847.21**

CONSTRUCTION CONTINGENCY (10%) \$596,284.72

MOBILIZATION (5%) \$298,142.36

SURVEYING (3%) \$178,885.42

CONSTRUCTION MANAGEMENT & TESTING (12%) \$715,541.67

PUBLIC IMPROVEMENT TOTAL **\$7,751,701.37**

SECURITY AT 110% = **\$8,526,871.51**

Trails at Crowfoot JDA Filing 9- Preliminary Landscape Cost Estimate-Open Space

PCS Group

Opinion of Probable Cost

Date: 4.2.2018

Filing 9-Open Space				
Landscape Tracts East of Bayour Gulch Rd.				
<u>Improvement</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
Deciduous Trees	10	EA	\$ 560.00	\$ 5,600.00
Evergreen Trees	43	EA	\$ 690.00	\$ 29,670.00
Ornamental Trees	14	EA	\$ 480.00	\$ 6,720.00
Deciduous Shrubs (5 gal)	166	EA	\$ 50.00	\$ 8,300.00
Evergreen Shrubs (5 gal)	130	EA	\$ 50.00	\$ 6,500.00
Ornamental Grasses	544	EA	\$ 25.00	\$ 13,600.00
Perennials	53	EA	\$ 15.00	\$ 795.00
Native Seed - <i>Permenantly irrigated (w/prep)</i>	66,856	SF	\$ 0.75	\$ 50,142.00
Enviro-Turf (<i>w/prep</i>)	4,438	SF	\$ 1.00	\$ 4,438.00
Cobble rock mulch	15,102	SF	\$ 1.25	\$ 18,877.50
Steel Edger	2,466	LF	\$ 50.00	\$ 123,300.00
Landscape Boulders	22	EA	\$ 400.00	\$ 8,800.00
Irrigation (<i>Spray for native and turf areas</i>)	71,294	SF	\$ 0.90	\$ 64,164.60
Irrigation (<i>Drip emitters for shrub beds</i>)	1	LS	\$ 15,000.00	\$ 15,000.00
Open Rail Cross Buck Fence	9,044	LF	\$ 25.00	\$ 226,100.00
			Sub-Total	\$ 576,407.10
			15% Contingency	\$ 86,461.07
			Total	\$ 662,868.17
			110% SIA Total	\$ 729,154.98

*The control system and POC components for irrigation are figured into the sq.ft. price

**Temporary native seed for disturbed areas and detention areas are included in the Earthwork budget by civil engineer.

***All streetscape and Median Lighting is included in Engineer's cost estimate.

Disclaimer

OPEN SPACE COST ESTIMATE

This opinion of probable landscape construction cost is made on the basis of the Planner / Landscape Architect's experience and qualifications and represents the best judgment as an experienced and qualified professional generally familiar with the industry. However, since the Planner / Landscape Architect does not have control over the cost of labor, materials, equipment, services furnished by others, the Contractors' methods of determining prices, competitive bidding or market conditions; the Planner / Landscape Architect cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from this estimate of probably landscape construction costs. If the OWNER wishes greater assurance as to probable construction costs, the OWNER shall employ an independent cost estimator or contractor. Prior to probationary acceptance of the Public Improvements for the Property, the Developer shall install all plant material and related irrigation facilities within all tracts as described in the landscape plans approved by the Town for the Property (the "Landscape Improvements"), subject to the warranty provisions of this Agreement. If installation of the Landscape Improvements cannot be reasonably accomplished prior to probationary acceptance of the Public Improvements for the Property, the Developer shall post a letter of credit amounting to one hundred ten percent (110%) (the "Landscape Security") of the materials cost as described and will complete the Landscape Improvements according to the landscape plans prior to final acceptance of the Public Improvements by the Town. The Town may reduce the Landscape Security, in the exercise of its sole discretion, as the Landscape Improvements are completed on a tract-by-tract basis and accepted by the Town for probationary acceptance, subject to the warranty provisions of this Agreement and Section 13.07.150(c) of the Town's Land Development Ordinance for the Landscape Improvements.

Trails at Crowfoot JDA Filing 9- Preliminary Landscape Cost Estimate-Streetscape

PCS Group

Opinion of Probable Cost

Date: 4.6.2018

Filing 9- Streetscape & Medians

North Pinery Parkway East/Scarlet Sage Ave/Alpine Phlox st.

<u>Improvement</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
Deciduous Trees (2.5" cal)	264	EA	\$ 560.00	\$ 147,840.00
Ornamental Trees (2" cal)	18	EA	\$ 480.00	\$ 8,640.00
Deciduous Shrubs (5 gal)	158	EA	\$ 50.00	\$ 7,900.00
Evergreen Shrubs (5 gal)	295	EA	\$ 50.00	\$ 14,750.00
Ornamental Grasses	261	EA	\$ 25.00	\$ 6,525.00
Cobble rock mulch (1.5" Gray, 4" Depth)	19,337	SF	\$ 1.25	\$ 24,171.25
Native Seed - <i>Permanantly irrigated (w/prep)</i>	322	SF	\$ 0.75	\$ 241.50
Enviro-Turf (<i>w/prep</i>)	91,030	SF	\$ 1.00	\$ 91,030.00
Steel Edger	555	LF	\$ 3.00	\$ 1,665.00
Landscape Boulders	65	EA	\$ 400.00	\$ 26,000.00
Irrigation (<i>Spray for native and turf areas</i>)	91,352	SF	\$ 0.90	\$ 82,216.80
Irrigation (<i>Drip emitters for shrub beds</i>)	1	LS	\$ 20,000.00	\$ 20,000.00
			Sub-Total	\$ 430,979.55
			15% Contingency	\$ 64,646.93
			Total	\$ 495,626.48
			110% SIA Total	\$ 545,189.13

*The control system and POC components for irrigation are figured into the sq.ft. price

**Temporary native seed for disturbed areas and detention areas are included in the Earthwork budget by civil engineer.

***All streetscape and Median Lighting is included in Engineer's cost estimate.

Disclaimer

STREETSCAPE

This opinion of probable landscape construction cost is made on the basis of the Planner / Landscape Architect's experience and qualifications and represents the best judgment as an experienced and qualified professional generally familiar with the industry. However, since the Planner / Landscape Architect does not have control over the cost of labor, materials, equipment, services furnished by others, the Contractors' methods of determining prices, competitive bidding or market conditions; the Planner / Landscape Architect cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from this estimate of probably landscape construction costs. If the OWNER wishes greater assurance as to probable construction costs, the OWNER shall employ an independent cost estimator or contractor. Prior to probationary acceptance of the Public Improvements for the Property, the Developer shall install all plant material and related irrigation facilities within all tracts as described in the landscape plans approved by the Town for the Property (the "Landscape Improvements"), subject to the warranty provisions of this Agreement. If installation of the Landscape Improvements cannot be reasonably accomplished prior to probationary acceptance of the Public Improvements for the Property, the Developer shall post a letter of credit amounting to one hundred ten percent (110%) (the "Landscape Security") of the materials cost as described and will complete the Landscape Improvements according to the landscape plans prior to final acceptance of the Public Improvements by the Town. The Town may reduce the Landscape Security, in the exercise of its sole discretion, as the Landscape Improvements are completed on a tract-by-tract basis and accepted by the Town for probationary acceptance, subject to the warranty provisions of this Agreement and Section 13.07.150(c) of the Town's Land Development Ordinance for the Landscape Improvements.



CVL Consultants of Colorado, Inc.

10333 E. Dry Creek Rd

Suite 240

Englewood, Colorado 80112

720.482.9526 Fax 720.482.9546

TRAILS AT CROWFOOT FILING 10 ENGINEER'S ESTIMATE OF ANTICIPATED COSTS

PROJECT: TRAILS AT CROWFOOT FILING 10
CLIENT: E5X MANAGEMENT
ESTIMATE PREPARED BY: CVL CONSULTANTS OF COLORADO, INC.

ACREAGE: 29.024
LOTS: 129
JOB NUMBER: 283701
PHASE: FILING 10
DATE: 3/13/2018

SANITARY SEWER

ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
	8" SEWER (PVC)	3,729	L.F.	\$48.00	\$178,992.00
	12" SEWER (PVC)	0	L.F.	\$54.00	\$0.00
	18" SEWER (PVC)	0	L.F.	\$67.00	\$0.00
	4' DIA. MANHOLE	28	EA.	\$2,850.00	\$79,800.00
	5' DIA. MANHOLE	0	EA.	\$2,850.00	\$0.00
	STANDARD CLEANOUT	0	EA.	\$300.00	\$0.00
	DROP MANHOLE	0	EA.	\$5,000.00	\$0.00
	INTERMEDIATE PLATFORM	0	EA.	\$700.00	\$0.00
	4" SEWER SERVICE	129	EA.	\$1,615.00	\$208,335.00
	20" STEEL CASING	0	L.F.	\$2,000.00	\$0.00
	CONNECTION TO EXISTING MAIN	4	EA.	\$1,900.00	\$7,600.00
					\$474,727.00

WATERLINE

ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
	6" WATERPIPE (DIP)	165	L.F.	\$20.00	\$3,300.00
	8" WATERPIPE (PVC)	4,491	L.F.	\$39.00	\$175,149.00
	12" WATERPIPE (PVC)	0	L.F.	\$57.00	\$0.00
	16" WATERPIPE (DIP)	0	L.F.	\$77.60	\$0.00
	6" GATE VALVE	8	EA.	\$1,000.00	\$8,000.00
	8" GATE VALVE	17	EA.	\$1,750.00	\$29,750.00
	12" GATE VALVE	0	EA.	\$3,000.00	\$0.00
	16" BUTTERFLY VALVE	0	EA.	\$18,000.00	\$0.00
	8" MISC. FITTINGS	47	EA.	\$460.00	\$21,620.00
	12" MISC. FITTINGS	0	EA.	\$730.00	\$0.00
	16" MISC. FITTINGS	0	EA.	\$1,500.00	\$0.00
	AIR / VACUUM VALVE	3	EA.	\$6,700.00	\$20,100.00
	8" CAP WITH BLOW OFF VALVE	0	EA.	\$2,000.00	\$0.00
	2" BLOW OFF VALVE (8" LINE-LOW POINT)	0	EA.	\$2,000.00	\$0.00
	6" BLOW OFF VALVE (16" LINE-LOW POINT)	0	EA.	\$2,500.00	\$0.00
	FIRE HYDRANT WITH 6" LEAD	8	EA.	\$5,000.00	\$40,000.00
	IRRIGATION SERVICE W/ METER(2")	0	EA.	\$2,500.00	\$0.00
	DOMESTIC WATER SERVICE W/ METER	129	EA.	\$1,400.00	\$180,600.00
	20" STEEL CASING	0	L.F.	\$2,000.00	\$0.00
	CONNECTION TO EXISTING MAIN	6	EA.	\$1,000.00	\$6,000.00
					\$484,519.00



CONTINGENCIES 20% OF CONSTRUCTION COSTS = \$191,849.20

Total Filing 10 Water/Sewer= **\$1,151,095.20**



CVL Consultants of Colorado, Inc.
 10333 E. Dry Creek Rd
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 Englewood, Colorado 80112
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**ENGINEERS PUBLIC IMPROVEMENT COST ESTIMATE
 TRAILS AT CROWFOOT FILING 10
 3/13/2018**

ROADWAY

No.	Description	Quantity	Unit	Cost/Unit	Total Cost
	6" VERTICAL CURB & GUTTER (2' PAN)	0	L.F.	\$22.00	\$0.00
	6" VERTICAL CURB & GUTTER (1' PAN)	0	L.F.	\$22.00	\$0.00
	4" MOUNTABLE CURB & GUTTER	11,468	L.F.	\$24.00	\$275,232.00
	HOT MIX ASPHALT PAVEMENT (5" DEPTH)	18,161	S.Y.	\$23.50	\$426,786.11
	CONCRETE PAVEMENT	0	S.Y.	\$90.00	\$0.00
	AGGRIGATE BASE COURSE	4,885	C.Y.	\$40.50	\$197,854.00
	SUBGRADE STABILIZATION	4,885	S.Y.	\$2.10	\$10,259.10
	ROADWAY SUBGRADE PREP (EXTEND 2' OUTSIDE CURB)	4,885	S.Y.	\$1.25	\$6,106.60
	5' DETACHED CONCRETE SIDEWALK	11,468	L.F.	\$27.00	\$309,636.00
	SIDEWALK SUBGRADE PREP (MIN 1' OUTSIDE LIMITS)	8,920	S.Y.	\$1.25	\$11,149.44
	CORNER CURB RAMP (INCLUDES SUBGRADE PREP)	18	EA.	\$2,200.00	\$39,600.00
	MIDBLOCK CURB RAMP (INCLUDES SUBGRADE PREP)	7	EA.	\$2,200.00	\$15,400.00
	CROSS PAN (INCLUDES SUBGRADE PREP)	350	S.Y.	\$103.50	\$36,225.00
	TRENCH DRAIN	0	L.F.	\$19.00	\$0.00
	MEDIAN COVER	0	S.Y.	\$90.00	\$0.00
	ADJUST MANHOLE	34	EA.	\$760.00	\$25,840.00
	ADJUST WATER VALVE	25	EA.	\$425.00	\$10,625.00
Total Cost					\$1,364,713.26

STRIPING

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	LONG LINE EPOXY PVMT. MARKING	0	GAL	\$105.00	\$0.00
	CROSSWALK BAR	0	S.F.	\$8.00	\$0.00
	STOP BAR	0	S.F.	\$0.93	\$0.00
	ARROW	0	EA.	\$120.00	\$0.00
Total Cost					\$0.00

SIGNAGE (INCLUDE POST AND ANCHOR)

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	STREET NAME SIGN WITH STOP SIGN	14	EA.	\$530.00	\$7,420.00
	GROUND SIGN	0	EA.	\$280.00	\$0.00
	TYPE III BARRICADE	0	EA.	\$2,500.00	\$0.00
	SPECIAL SIGN (SPEED LIMIT, DEAD END, MISC SIGNS)	8	EA.	\$280.00	\$2,240.00
Total Cost					\$9,660.00

DRAINAGE AND STORMWATER IMPROVMENTS

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	18" RCP	578	L.F.	\$64.00	\$36,992.00
	24" RCP	75	L.F.	\$83.00	\$6,225.00
	30" RCP	0	L.F.	\$100.00	\$0.00
	36" RCP	0	L.F.	\$136.00	\$0.00
	48" RCP	0	L.F.	\$200.00	\$0.00
	30" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$2,400.00	\$0.00
	36" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$3,000.00	\$0.00
	48" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$3,400.00	\$0.00
	4' MANHOLE	6	EA.	\$2,500.00	\$15,000.00
	5' MANHOLE	0	EA.	\$3,070.00	\$0.00
	6' MANHOLE	0	EA.	\$4,380.00	\$0.00
	5' TYPE R INLET	0	EA.	\$9,000.00	\$0.00
	10' TYPE R INLET	4	EA.	\$10,700.00	\$42,800.00
	15' TYPE R INLET	6	EA.	\$11,000.00	\$66,000.00
Total Cost					\$167,017.00

PUBLIC IMPROVMENTS (TOWN) SUBTOTAL \$1,541,390.26

CONSTRUCTION CONTINGENCY (10%) \$154,139.03
 MOBILIZATION (5%) \$77,069.51
 SURVEYING (3%) \$46,241.71
 CONSTRUCTION MANAGEMENT & TESTING (12%) \$184,966.83

PUBLIC IMPROVEMENT TOTAL \$2,003,807.33

SECURITY AT 110% = \$2,204,188.07

Trails at Crowfoot Filing 10-Preliminary Landscape Cost Estimate-Open Space Tracts

PCS Group

Opinion of Probable Cost

Date: 04.26.18

Filing 10-Open Space Tract Landscape				
<u>Improvement</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
Deciduous Trees (2.5" cal)	8	EA	\$ 560.00	\$ 4,480.00
Evergreen Trees (8' ht)	9	EA	\$ 690.00	\$ 6,210.00
Ornamental Trees (2" cal)	4	EA	\$ 480.00	\$ 1,920.00
Deciduous Shrubs (5 gal)	116	EA	\$ 50.00	\$ 5,800.00
Evergreen Shrubs (5 gal)	28	EA	\$ 50.00	\$ 1,400.00
Ornamental Grasses (1 gal)	19	EA	\$ 25.00	\$ 475.00
Perennials (1 gal)	20	EA	\$ 15.00	\$ 300.00
Native Seed Open Space (w/prep)	6,661	SF	\$ 0.75	\$ 4,995.75
Blugrass Sod (w/prep)	11,009	SF	\$ 1.00	\$ 11,009.00
2" Diam. Cobble Rock mulch (3" depth)	6,915	SF	\$ 1.25	\$ 8,643.75
Pea Gravel	2,344	SF	\$ 1.15	\$ 2,695.60
Steel Edger	490	LF	\$ 3.00	\$ 1,470.00
Concrete Edger	101	LF	\$ 19.00	\$ 1,919.00
Specimen Landscape Boulders	6	EA	\$ 800.00	\$ 4,800.00
Concrete Walk (4" depth)	2,674	SF	\$ 7.00	\$ 18,718.00
Pet Station	1	EA	\$ 600.00	\$ 600.00
Trash Receptacle	1	EA	\$ 1,200.00	\$ 1,200.00
Picnic Shelter 16'x16'	1	EA	\$ 36,500.00	\$ 36,500.00
Picnic Tables	1	EA	\$ 1,800.00	\$ 1,800.00
Bench	1	EA	\$ 1,500.00	\$ 1,500.00
Mailbox Kiosk (16 door)	8	EA	\$ 1,400.00	\$ 11,200.00
Irrigation (Spray for native and turf areas)	17,670	SF	\$ 0.90	\$ 15,903.00
Irrigation (Drip emitters for shrub beds)	1	LS	\$ 8,000.00	\$ 8,000.00
			Sub-Total	\$ 151,539.10
			15% Contingency	\$ 22,730.87
			Total	\$ 174,269.97
			SIA Total	\$ 191,696.96

*Temporary native seed for disturbed areas and detention areas are included in the Earthwork budget by civil engineer.

Disclaimer

COST ESTIMATE

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Trails at Crowfoot Filing 10-Preliminary Landscape Cost Estimate-Streetscape

PCS Group

Opinion of Probable Cost

Date: 04.26.18

Filing 10-Streetscape Landscape				
<u>Improvement</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
Deciduous Trees (2.5" cal)	161	EA	\$ 560.00	\$ 90,160.00
EnviroTurf (w/prep)	73,962	SF	\$ 1.00	\$ 73,962.00
Irrigation (Spray for native and turf areas)	73,962	SF	\$ 0.90	\$ 66,565.80
			Sub-Total	\$ 230,687.80
			15% Contingency	\$ 34,603.17
			Total	\$ 265,290.97
			110% SIA Total	\$ 291,820.07

*Temporary native seed for disturbed areas and detention areas are included in the Earthwork budget by civil engineer.

Disclaimer

STREETSCAPE COST ESTIMATE

This opinion of probable landscape construction cost is made on the basis of the Planner / Landscape Architect's experience and qualifications and represents the best judgment as an experienced and qualified professional generally familiar with the industry. However, since the Planner / Landscape Architect does not have control over the cost of labor, materials, equipment, services furnished by others, the Contractors' methods of determining prices, competitive bidding or market conditions; the Planner / Landscape Architect cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from this estimate of probable landscape construction costs. If the OWNER wishes greater assurance as to probable construction costs, the OWNER shall employ an independent cost estimator or contractor. Prior to probationary acceptance of the Public Improvements for the Property, the Developer shall install all plant material and related irrigation facilities within all tracts as described in the landscape plans approved by the Town for the Property (the "Landscape Improvements"), subject to the warranty provisions of this Agreement. If installation of the Landscape Improvements cannot be reasonably accomplished prior to probationary acceptance of the Public Improvements for the Property, the Developer shall post a letter of credit amounting to one hundred ten percent (110%) (the "Landscape Security") of the materials cost as described and will complete the Landscape Improvements according to the landscape plans prior to final acceptance of the Public Improvements by the Town. The Town may reduce the Landscape Security, in the exercise of its sole discretion, as the Landscape Improvements are completed on a tract-by-tract basis and accepted by the Town for probationary acceptance, subject to the warranty provisions of this Agreement and Section 13.07.150(c) of the Town's Land Development Ordinance for the Landscape Improvements.



CVL Consultants of Colorado, Inc.
 10333 E. Dry Creek Rd
 Suite 240
 Englewood, Colorado 80112
 720.482.9526 Fax 720.482.9546

TRAILS AT CROWFOOT FILING 11 ENGINEER'S ESTIMATE OF ANTICIPATED COSTS

PROJECT:	ACREAGE:	14.329
TRAILS AT CROWFOOT FILING 11	LOTS:	59
CLIENT:	JOB NUMBER:	283701
E5X MANAGEMENT	PHASE:	FILING 11
ESTIMATE PREPARED BY:	DATE:	3/13/2018
CVL CONSULTANTS OF COLORADO, INC.		

SANITARY SEWER

ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
	8" SEWER (PVC)	2,507	L.F.	\$48.00	\$120,336.00
	12" SEWER (PVC)	0	L.F.	\$54.00	\$0.00
	18" SEWER (PVC)	0	L.F.	\$67.00	\$0.00
	4' DIA. MANHOLE	21	EA.	\$2,850.00	\$59,850.00
	5' DIA. MANHOLE	0	EA.	\$2,850.00	\$0.00
	STANDARD CLEANOUT	0	EA.	\$300.00	\$0.00
	DROP MANHOLE	0	EA.	\$5,000.00	\$0.00
	INTERMEDIATE PLATFORM	0	EA.	\$700.00	\$0.00
	4" SEWER SERVICE	59	EA.	\$1,615.00	\$95,285.00
	20" STEEL CASING	0	L.F.	\$2,000.00	\$0.00
	CONNECTION TO EXISTING MAIN	2	EA.	\$1,900.00	\$3,800.00
					\$279,271.00

WATERLINE

ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
	6" WATERPIPE (DIP)	84	L.F.	\$20.00	\$1,680.00
	8" WATERPIPE (PVC)	3,027	L.F.	\$39.00	\$118,053.00
	12" WATERPIPE (PVC)	0	L.F.	\$57.00	\$0.00
	16" WATERPIPE (DIP)	0	L.F.	\$77.60	\$0.00
	6" GATE VALVE	5	EA.	\$1,000.00	\$5,000.00
	8" GATE VALVE	13	EA.	\$1,750.00	\$22,750.00
	12" GATE VALVE	0	EA.	\$3,000.00	\$0.00
	16" BUTTERFLY VALVE	0	EA.	\$18,000.00	\$0.00
	8" MISC. FITTINGS	25	EA.	\$460.00	\$11,500.00
	12" MISC. FITTINGS	0	EA.	\$730.00	\$0.00
	16" MISC. FITTINGS	0	EA.	\$1,500.00	\$0.00
	AIR / VACUUM VALVE	0	EA.	\$6,700.00	\$0.00
	8" CAP WITH BLOW OFF VALVE	3	EA.	\$2,000.00	\$6,000.00
	2" BLOW OFF VALVE (8" LINE-LOW POINT)	0	EA.	\$2,000.00	\$0.00
	6" BLOW OFF VALVE (16" LINE-LOW POINT)	0	EA.	\$2,500.00	\$0.00
	FIRE HYDRANT WITH 6" LEAD	5	EA.	\$5,000.00	\$25,000.00
	IRRIGATION SERVICE W/ METER(2")	0	EA.	\$2,500.00	\$0.00
	DOMESTIC WATER SERVICE W/ METER	59	EA.	\$1,400.00	\$82,600.00
	20" STEEL CASING	0	L.F.	\$2,000.00	\$0.00
	CONNECTION TO EXISTING MAIN	3	EA.	\$1,000.00	\$3,000.00
					\$275,583.00



CONTINGENCIES 20% OF CONSTRUCTION COSTS = **\$110,970.80**

Total Filing 11 Water/Sewer= **\$665,824.80**



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**ENGINEERS PUBLIC IMPROVEMENT COST ESTIMATE
 TRAILS AT CROWFOOT FILING 11
 3/13/2018**

ROADWAY

No.	Description	Quantity	Unit	Cost/Unit	Total Cost
	6" VERTICAL CURB & GUTTER (2' PAN)	0	L.F.	\$22.00	\$0.00
	6" VERTICAL CURB & GUTTER (1' PAN)	0	L.F.	\$22.00	\$0.00
	4" MOUNTABLE CURB & GUTTER	5,924	L.F.	\$24.00	\$142,176.00
	HOT MIX ASPHALT PAVEMENT (5" DEPTH)	9,462	S.Y.	\$23.50	\$222,362.22
	CONCRETE PAVEMENT	0	S.Y.	\$90.00	\$0.00
	AGGRIGATE BASE COURSE	2,542	C.Y.	\$40.50	\$102,932.00
	SUBGRADE STABILIZATION	2,542	S.Y.	\$2.10	\$5,337.21
	ROADWAY SUBGRADE PREP (EXTEND 2' OUTSIDE CURB)	2,542	S.Y.	\$1.25	\$3,176.91
	5' DETACHED CONCRETE SIDEWALK	5,924	L.F.	\$27.00	\$159,948.00
	SIDEWALK SUBGRADE PREP (MIN 1' OUTSIDE LIMITS)	4,608	S.Y.	\$1.25	\$5,759.44
	CORNER CURB RAMP (INCLUDES SUBGRADE PREP)	10	EA.	\$2,200.00	\$22,000.00
	MIDBLOCK CURB RAMP (INCLUDES SUBGRADE PREP)	3	EA.	\$2,200.00	\$6,600.00
	CROSS PAN (INCLUDES SUBGRADE PREP)	50	S.Y.	\$103.50	\$5,175.00
	TRENCH DRAIN	0	L.F.	\$19.00	\$0.00
	MEDIAN COVER	0	S.Y.	\$90.00	\$0.00
	ADJUST MANHOLE	21	EA.	\$760.00	\$15,960.00
	ADJUST WATER VALVE	18	EA.	\$425.00	\$7,650.00
Total Cost					\$699,076.80

STRIPING

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	LONG LINE EPOXY PVMT. MARKING	0	GAL	\$105.00	\$0.00
	CROSSWALK BAR	0	S.F.	\$8.00	\$0.00
	STOP BAR	0	S.F.	\$0.93	\$0.00
	ARROW	0	EA.	\$120.00	\$0.00
Total Cost					\$0.00

SIGNAGE (INCLUDE POST AND ANCHOR)

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	STREET NAME SIGN WITH STOP SIGN	5	EA.	\$530.00	\$2,650.00
	GROUND SIGN	0	EA.	\$280.00	\$0.00
	TYPE III BARRICADE	2	EA.	\$2,500.00	\$5,000.00
	SPECIAL SIGN (SPEED LIMIT, DEAD END, MISC SIGNS)	0	EA.	\$280.00	\$0.00
Total Cost					\$7,650.00

DRAINAGE AND STORMWATER IMPROVMENTS

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	18" RCP	0	L.F.	\$64.00	\$0.00
	24" RCP	0	L.F.	\$83.00	\$0.00
	30" RCP	0	L.F.	\$100.00	\$0.00
	36" RCP	0	L.F.	\$136.00	\$0.00
	48" RCP	0	L.F.	\$200.00	\$0.00
	30" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$2,400.00	\$0.00
	36" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$3,000.00	\$0.00
	48" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$3,400.00	\$0.00
	4' MANHOLE	0	EA.	\$2,500.00	\$0.00
	5' MANHOLE	0	EA.	\$3,070.00	\$0.00
	6' MANHOLE	0	EA.	\$4,380.00	\$0.00
	5' TYPE R INLET	0	EA.	\$9,000.00	\$0.00
	10' TYPE R INLET	1	EA.	\$10,700.00	\$10,700.00
	15' TYPE R INLET	4	EA.	\$11,000.00	\$44,000.00
Total Cost					\$54,700.00

PUBLIC IMPROVMENTS (TOWN) SUBTOTAL \$761,426.80

CONSTRUCTION CONTINGENCY (10%) \$76,142.68
 MOBILIZATION (5%) \$38,071.34
 SURVEYING (3%) \$22,842.80
 CONSTRUCTION MANAGEMENT & TESTING (12%) \$91,371.22

PUBLIC IMPROVEMENT TOTAL \$989,854.83

SECURITY AT 110% = \$1,088,840.32

Trails at Crowfoot Filing 11-Preliminary Landscape Cost Estimate-Open Space Tracts

PCS Group

Opinion of Probable Cost

Date: 04.26.18

Filing 11-Open Space Tracts Landscaping				
<u>Improvement</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
Deciduous Trees (2.5" cal)	3	EA	\$ 560.00	\$ 1,680.00
Deciduous Shrubs (5 gal.)	18	EA	\$ 50.00	\$ 900.00
Native Seed Open Space (w/prep)	5,508	SF	\$ 0.75	\$ 4,131.00
2" Diam. Cobble Rock mulch (3" depth)	696	SF	\$ 1.25	\$ 870.00
Irrigation (Spray for native and turf areas)	5,508	SF	\$ 0.90	\$ 4,957.20
Irrigation (Drip emitters for shrub beds)	1	LS	\$ 1,000.00	\$ 1,000.00
			Sub Total	\$ 13,538.20
			15% Contingency	\$ 2,030.73
			Total	\$ 15,568.93
			110% SIA Total	\$ 17,125.82

*Temporary native seed for disturbed areas and detention areas are included in the Earthwork budget by civil engineer.

Disclaimer

COST ESTIMATE

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Trails at Crowfoot Filing 11-Preliminary Landscape Cost Estimate-Streetscape

PCS Group

Opinion of Probable Cost

Date: 04.26.18

Filing 11-Streetscape Landscaping				
<u>Improvement</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
Deciduous Trees (2.5" cal)	97	EA	\$ 560.00	\$ 54,320.00
EnviroTurf (w/prep)	42,173	SF	\$ 1.00	\$ 42,173.00
Irrigation (Spray for native and turf areas)	42,173	SF	\$ 0.90	\$ 37,955.70
Mailbox Kiosk (16 door)	4	EA	\$ 1,400.00	\$ 5,600.00
			Sub Total	\$ 140,048.70
			15% Contingency	\$ 21,007.31
			Total	\$ 161,056.01
			110% SIA Total	\$ 177,161.61

*Temporary native seed for disturbed areas and detention areas are included in the Earthwork budget by civil engineer.

Disclaimer

COST ESTIMATE

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TRAILS AT CROWFOOT FILING 12 ENGINEER'S ESTIMATE OF ANTICIPATED COSTS

PROJECT: TRAILS AT CROWFOOT FILING 12
CLIENT: E5X MANAGEMENT
ESTIMATE PREPARED BY: CVL CONSULTANTS OF COLORADO, INC.

ACREAGE: 8.208
LOTS: 18
JOB NUMBER: 283701
PHASE: FILING 12
DATE: 3/13/2018

SANITARY SEWER

ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
	8" SEWER (PVC)	1,266	L.F.	\$48.00	\$60,768.00
	12" SEWER (PVC)	0	L.F.	\$54.00	\$0.00
	18" SEWER (PVC)	0	L.F.	\$67.00	\$0.00
	4' DIA. MANHOLE	9	EA.	\$2,850.00	\$25,650.00
	5' DIA. MANHOLE	0	EA.	\$2,850.00	\$0.00
	STANDARD CLEANOUT	0	EA.	\$300.00	\$0.00
	DROP MANHOLE	0	EA.	\$5,000.00	\$0.00
	INTERMEDIATE PLATFORM	0	EA.	\$700.00	\$0.00
	4" SEWER SERVICE	18	EA.	\$1,615.00	\$29,070.00
	20" STEEL CASING	0	L.F.	\$2,000.00	\$0.00
	CONNECTION TO EXISTING MAIN	1	EA.	\$1,900.00	\$1,900.00
					\$117,388.00

WATERLINE

ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
	6" WATERPIPE (DIP)	40	L.F.	\$20.00	\$800.00
	8" WATERPIPE (PVC)	1,494	L.F.	\$39.00	\$58,266.00
	12" WATERPIPE (PVC)	0	L.F.	\$57.00	\$0.00
	16" WATERPIPE (DIP)	0	L.F.	\$77.60	\$0.00
	6" GATE VALVE	2	EA.	\$1,000.00	\$2,000.00
	8" GATE VALVE	2	EA.	\$1,750.00	\$3,500.00
	12" GATE VALVE	0	EA.	\$3,000.00	\$0.00
	16" BUTTERFLY VALVE	0	EA.	\$18,000.00	\$0.00
	8" MISC. FITTINGS	14	EA.	\$460.00	\$6,440.00
	12" MISC. FITTINGS	0	EA.	\$730.00	\$0.00
	16" MISC. FITTINGS	0	EA.	\$1,500.00	\$0.00
	AIR / VACUUM VALVE	0	EA.	\$6,700.00	\$0.00
	8" CAP WITH BLOW OFF VALVE	0	EA.	\$2,000.00	\$0.00
	2" BLOW OFF VALVE (8" LINE-LOW POINT)	1	EA.	\$2,000.00	\$2,000.00
	6" BLOW OFF VALVE (16" LINE-LOW POINT)	0	EA.	\$2,500.00	\$0.00
	FIRE HYDRANT WITH 6" LEAD	2	EA.	\$5,000.00	\$10,000.00
	IRRIGATION SERVICE W/ METER(2")	0	EA.	\$2,500.00	\$0.00
	DOMESTIC WATER SERVICE W/ METER	18	EA.	\$1,400.00	\$25,200.00
	20" STEEL CASING	0	L.F.	\$2,000.00	\$0.00
	CONNECTION TO EXISTING MAIN	2	EA.	\$1,000.00	\$2,000.00
					\$110,206.00

CONTINGENCIES 20% OF CONSTRUCTION COSTS = \$45,518.80

Total Filing 12 Water/Sewer= **\$273,112.80**





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**ENGINEERS PUBLIC IMPROVEMENT COST ESTIMATE
 TRAILS AT CROWFOOT FILING 12
 3/13/2018**

ROADWAY

No.	Description	Quantity	Unit	Cost/Unit	Total Cost
	6" VERTICAL CURB & GUTTER (2' PAN)	0	L.F.	\$22.00	\$0.00
	6" VERTICAL CURB & GUTTER (1' PAN)	0	L.F.	\$22.00	\$0.00
	4" MOUNTABLE CURB & GUTTER	3,160	L.F.	\$24.00	\$75,840.00
	HOT MIX ASPHALT PAVEMENT (5" DEPTH)	5,267	S.Y.	\$23.50	\$123,766.67
	CONCRETE PAVEMENT	0	S.Y.	\$90.00	\$0.00
	AGGRIGATE BASE COURSE	1,404	C.Y.	\$40.50	\$56,880.00
	SUBGRADE STABILIZATION	1,404	S.Y.	\$2.10	\$2,949.33
	ROADWAY SUBGRADE PREP (EXTEND 2' OUTSIDE CURB)	1,404	S.Y.	\$1.25	\$1,755.56
	5' DETACHED CONCRETE SIDEWALK	3,160	L.F.	\$27.00	\$85,320.00
	SIDEWALK SUBGRADE PREP (MIN 1' OUTSIDE LIMITS)	2,458	S.Y.	\$1.25	\$3,072.22
	CORNER CURB RAMP (INCLUDES SUBGRADE PREP)	0	EA.	\$2,200.00	\$0.00
	MIDBLOCK CURB RAMP (INCLUDES SUBGRADE PREP)	0	EA.	\$2,200.00	\$0.00
	CROSS PAN (INCLUDES SUBGRADE PREP)	0	S.Y.	\$103.50	\$0.00
	TRENCH DRAIN	0	L.F.	\$19.00	\$0.00
	MEDIAN COVER	0	S.Y.	\$90.00	\$0.00
	ADJUST MANHOLE	9	EA.	\$760.00	\$6,840.00
	ADJUST WATER VALVE	4	EA.	\$425.00	\$1,700.00
Total Cost					\$358,123.78

STRIPING

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	LONG LINE EPOXY PVMT. MARKING	0	GAL.	\$105.00	\$0.00
	CROSSWALK BAR	0	S.F.	\$8.00	\$0.00
	STOP BAR	0	S.F.	\$0.93	\$0.00
	ARROW	0	EA.	\$120.00	\$0.00
Total Cost					\$0.00

SIGNAGE (INCLUDE POST AND ANCHOR)

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	STREET NAME SIGN WITH STOP SIGN	2	EA.	\$530.00	\$1,060.00
	STREET NAME SIGN	1	EA.	\$325.00	\$325.00
	GROUND SIGN	0	EA.	\$280.00	\$0.00
	TYPE III BARRICADE	2	EA.	\$2,500.00	\$5,000.00
	SPECIAL SIGN (SPEED LIMIT, DEAD END, MISC SIGNS)	0	EA.	\$280.00	\$0.00
Total Cost					\$6,385.00

DRAINAGE AND STORMWATER IMPROVMENTS

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	18" RCP	0	L.F.	\$64.00	\$0.00
	24" RCP	0	L.F.	\$83.00	\$0.00
	30" RCP	0	L.F.	\$100.00	\$0.00
	36" RCP	0	L.F.	\$136.00	\$0.00
	48" RCP	0	L.F.	\$200.00	\$0.00
	30" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$2,400.00	\$0.00
	36" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$3,000.00	\$0.00
	48" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$3,400.00	\$0.00
	4' MANHOLE	0	EA.	\$2,500.00	\$0.00
	5' MANHOLE	0	EA.	\$3,070.00	\$0.00
	6' MANHOLE	0	EA.	\$4,380.00	\$0.00
	5' TYPE R INLET	0	EA.	\$9,000.00	\$0.00
	10' TYPE R INLET	0	EA.	\$10,700.00	\$0.00
	15' TYPE R INLET	0	EA.	\$11,000.00	\$0.00
Total Cost					\$0.00

PUBLIC IMPROVMENTS (TOWN) SUBTOTAL \$364,508.78

CONSTRUCTION CONTINGENCY (10%) \$36,450.88
 MOBILIZATION (5%) \$18,225.44
 SURVEYING (3%) \$10,935.26
 CONSTRUCTION MANAGEMENT & TESTING (12%) \$43,741.05

PUBLIC IMPROVEMENT TOTAL \$473,861.41

SECURITY AT 110% = \$521,247.55

Trails at Crowfoot Filing 12-Preliminary Landscape Cost Estimate-Streetscape

PCS Group

Opinion of Probable Cost

Date: 4.26.18

Filing 12-Streetscape Landscaping

<u>Improvement</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
Deciduous Trees (2.5" cal)	51	EA	\$ 560.00	\$ 28,560.00
EnviroTurf (w/prep)	19,678	SF	\$ 1.00	\$ 19,678.00
2" Diam. Cobble Rock mulch (3" depth)	460	SF	\$ 1.25	\$ 575.00
Irrigation (<i>Spray for native and turf areas</i>)	19,678	SF	\$ 0.90	\$ 17,710.20
Mailbox Kiosk (16 door)	2	EA	\$ 1,400.00	\$ 2,800.00
Sub Total				\$ 69,323.20
15% Contingency				\$ 10,398.48
Total				\$ 79,721.68
110% SIA Total				\$ 87,693.85

*Temporary native seed for disturbed areas and detention areas are included in the Earthwork budget by civil engineer.

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COST ESTIMATE

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720.482.9526 Fax 720.482.9546

TRAILS AT CROWFOOT FILING 13 ENGINEER'S ESTIMATE OF ANTICIPATED COSTS

PROJECT: TRAILS AT CROWFOOT FILING 13
CLIENT: E5X MANAGEMENT
ESTIMATE PREPARED BY: CVL CONSULTANTS OF COLORADO, INC.

ACREAGE: 10.062
LOTS: 51
JOB NUMBER: 283701
PHASE: FILING 13
DATE: 3/13/2018

SANITARY SEWER

ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
	8" SEWER (PVC)	1,701	L.F.	\$48.00	\$81,648.00
	12" SEWER (PVC)	0	L.F.	\$54.00	\$0.00
	18" SEWER (PVC)	0	L.F.	\$67.00	\$0.00
	4' DIA. MANHOLE	11	EA.	\$2,850.00	\$31,350.00
	5' DIA. MANHOLE	0	EA.	\$2,850.00	\$0.00
	STANDARD CLEANOUT	0	EA.	\$300.00	\$0.00
	DROP MANHOLE	0	EA.	\$5,000.00	\$0.00
	INTERMEDIATE PLATFORM	0	EA.	\$700.00	\$0.00
	4" SEWER SERVICE	51	EA.	\$1,615.00	\$82,365.00
	20" STEEL CASING	0	L.F.	\$2,000.00	\$0.00
	CONNECTION TO EXISTING MAIN	1	EA.	\$1,900.00	\$1,900.00
					\$197,263.00

WATERLINE

ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
	6" WATERPIPE (DIP)	28	L.F.	\$20.00	\$560.00
	8" WATERPIPE (PVC)	1,719	L.F.	\$39.00	\$67,041.00
	12" WATERPIPE (PVC)	0	L.F.	\$57.00	\$0.00
	16" WATERPIPE (DIP)	0	L.F.	\$77.60	\$0.00
	6" GATE VALVE	2	EA.	\$1,000.00	\$2,000.00
	8" GATE VALVE	6	EA.	\$1,750.00	\$10,500.00
	12" GATE VALVE	0	EA.	\$3,000.00	\$0.00
	16" BUTTERFLY VALVE	0	EA.	\$18,000.00	\$0.00
	8" MISC. FITTINGS	14	EA.	\$460.00	\$6,440.00
	12" MISC. FITTINGS	0	EA.	\$730.00	\$0.00
	16" MISC. FITTINGS	0	EA.	\$1,500.00	\$0.00
	AIR / VACUUM VALVE	0	EA.	\$6,700.00	\$0.00
	8" CAP WITH BLOW OFF VALVE	1	EA.	\$2,000.00	\$2,000.00
	2" BLOW OFF VALVE (8" LINE-LOW POINT)	1	EA.	\$2,000.00	\$2,000.00
	6" BLOW OFF VALVE (16" LINE-LOW POINT)	0	EA.	\$2,500.00	\$0.00
	FIRE HYDRANT WITH 6" LEAD	2	EA.	\$5,000.00	\$10,000.00
	IRRIGATION SERVICE W/ METER(2")	0	EA.	\$2,500.00	\$0.00
	DOMESTIC WATER SERVICE W/ METER	51	EA.	\$1,400.00	\$71,400.00
	20" STEEL CASING	0	L.F.	\$2,000.00	\$0.00
	CONNECTION TO EXISTING MAIN	3	EA.	\$1,000.00	\$3,000.00
					\$174,941.00

CONTINGENCIES 20% OF CONSTRUCTION COSTS = \$74,440.80

Total Filing 13 Water/Sewer= **\$446,644.80**





CVL Consultants of Colorado, Inc.
 10333 E. Dry Creek Rd
 Suite 240
 Englewood, Colorado 80112
 720.482.9526 Fax 720.482.9546

**ENGINEERS PUBLIC IMPROVEMENT COST ESTIMATE
 TRAILS AT CROWFOOT FILING 13
 3/13/2018**

ROADWAY

No.	Description	Quantity	Unit	Cost/Unit	Total Cost
	6" VERTICAL CURB & GUTTER (2' PAN)	0	L.F.	\$22.00	\$0.00
	6" VERTICAL CURB & GUTTER (1' PAN)	0	L.F.	\$22.00	\$0.00
	4" MOUNTABLE CURB & GUTTER	3,500	L.F.	\$24.00	\$84,000.00
	HOT MIX ASPHALT PAVEMENT (5" DEPTH)	5,833	S.Y.	\$23.50	\$137,083.33
	CONCRETE PAVEMENT	0	S.Y.	\$90.00	\$0.00
	AGGRIGATE BASE COURSE	1,556	C.Y.	\$40.50	\$63,000.00
	SUBGRADE STABILIZATION	1,556	S.Y.	\$2.10	\$3,266.67
	ROADWAY SUBGRADE PREP (EXTEND 2' OUTSIDE CURB)	1,556	S.Y.	\$1.25	\$1,944.44
	5' DETACHED CONCRETE SIDEWALK	3,500	L.F.	\$27.00	\$94,500.00
	SIDEWALK SUBGRADE PREP (MIN 1' OUTSIDE LIMITS)	2,722	S.Y.	\$1.25	\$3,402.78
	CORNER CURB RAMP (INCLUDES SUBGRADE PREP)	4	EA.	\$2,200.00	\$8,800.00
	MIDBLOCK CURB RAMP (INCLUDES SUBGRADE PREP)	4	EA.	\$2,200.00	\$8,800.00
	CROSS PAN (INCLUDES SUBGRADE PREP)	100	S.Y.	\$103.50	\$10,350.00
	TRENCH DRAIN	0	L.F.	\$19.00	\$0.00
	MEDIAN COVER	0	S.Y.	\$90.00	\$0.00
	ADJUST MANHOLE	13	EA.	\$760.00	\$9,880.00
	ADJUST WATER VALVE	8	EA.	\$425.00	\$3,400.00
Total Cost					\$428,427.22

STRIPING

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	LONG LINE EPOXY PVMT. MARKING	0	GAL	\$105.00	\$0.00
	CROSSWALK BAR	0	S.F.	\$8.00	\$0.00
	STOP BAR	0	S.F.	\$0.93	\$0.00
	ARROW	0	EA.	\$120.00	\$0.00
Total Cost					\$0.00

SIGNAGE (INCLUDE POST AND ANCHOR)

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	STREET NAME SIGN WITH STOP SIGN	5	EA.	\$530.00	\$2,650.00
	GROUND SIGN	0	EA.	\$280.00	\$0.00
	TYPE III BARRICADE	0	EA.	\$2,500.00	\$0.00
	SPECIAL SIGN (SPEED LIMIT, DEAD END, MISC SIGNS)	1	EA.	\$280.00	\$280.00
Total Cost					\$2,930.00

DRAINAGE AND STORMWATER IMPROVMENTS

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	18" RCP	193	L.F.	\$64.00	\$12,352.00
	24" RCP	0	L.F.	\$83.00	\$0.00
	30" RCP	0	L.F.	\$100.00	\$0.00
	36" RCP	0	L.F.	\$136.00	\$0.00
	48" RCP	0	L.F.	\$200.00	\$0.00
	30" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$2,400.00	\$0.00
	36" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$3,000.00	\$0.00
	48" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$3,400.00	\$0.00
	4' MANHOLE	2	EA.	\$2,500.00	\$5,000.00
	5' MANHOLE	0	EA.	\$3,070.00	\$0.00
	6' MANHOLE	0	EA.	\$4,380.00	\$0.00
	5' TYPE R INLET	0	EA.	\$9,000.00	\$0.00
	10' TYPE R INLET	2	EA.	\$10,700.00	\$21,400.00
	15' TYPE R INLET	0	EA.	\$11,000.00	\$0.00
Total Cost					\$38,752.00

PUBLIC IMPROVMENTS (TOWN) SUBTOTAL \$470,109.22

CONSTRUCTION CONTINGENCY (10%) \$47,010.92
 MOBILIZATION (5%) \$23,505.46
 SURVEYING (3%) \$14,103.28
 CONSTRUCTION MANAGEMENT & TESTING (12%) \$56,413.11

PUBLIC IMPROVEMENT TOTAL \$611,141.99

SECURITY AT 110% = \$672,256.19

Trails at Crowfoot Filing 13-Preliminary Landscape Cost Estimate-Streetscape

PCS Group

Opinion of Probable Cost

Date: 4.26.18

Filing 13-Streetscape Landscaping				
<u>Improvement</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
Deciduous Trees (2.5" cal)	55	EA	\$ 560.00	\$ 30,800.00
EnviroTurf (w/prep)	26,324	SF	\$ 1.00	\$ 26,324.00
Irrigation (Spray for native and turf areas)	26,324	SF	\$ 0.90	\$ 23,691.60
Mailbox Kiosk (16 door)	3	EA	\$ 1,400.00	\$ 4,200.00
			Sub-Total	\$ 85,015.60
			15% Contingency	\$ 12,752.34
			Total	\$ 97,767.94
			110% SIA Total	\$ 107,544.73

*Temporary native seed for disturbed areas and detention areas are included in the Earthwork budget by civil engineer.

Disclaimer

COST ESTIMATE

This opinion of probable landscape construction cost is made on the basis of the Planner / Landscape Architect's experience and qualifications and represents the best judgment as an experienced and qualified professional generally familiar with the industry. However, since the Planner / Landscape Architect does not have control over the cost of labor, materials, equipment, services furnished by others, the Contractors' methods of determining prices, competitive bidding or market conditions; the Planner / Landscape Architect cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from this estimate of probable landscape construction costs. If the OWNER wishes greater assurance as to probable construction costs, the OWNER shall employ an independent cost estimator or contractor. Prior to probationary acceptance of the Public Improvements for the Property, the Developer shall install all plant material and related irrigation facilities within all tracts as described in the landscape plans approved by the Town for the Property (the "Landscape Improvements"), subject to the warranty provisions of this Agreement. If installation of the Landscape Improvements cannot be reasonably accomplished prior to probationary acceptance of the Public Improvements for the Property, the Developer shall post a letter of credit amounting to one hundred ten percent (110%) (the "Landscape Security") of the materials cost as described and will complete the Landscape Improvements according to the landscape plans prior to final acceptance of the Public Improvements by the Town. The Town may reduce the Landscape Security, in the exercise of its sole discretion, as the Landscape Improvements are completed on a tract-by-tract basis and accepted by the Town for probationary acceptance, subject to the warranty provisions of this Agreement and Section 13.07.150(c) of the Town's Land Development Ordinance for the Landscape Improvements.



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TRAILS AT CROWFOOT FILING 14 ENGINEER'S ESTIMATE OF ANTICIPATED COSTS

PROJECT:
TRAILS AT CROWFOOT FILING 14
CLIENT:
HR 935, LLC
ESTIMATE PREPARED BY:
CVL CONSULTANTS OF COLORADO, INC.

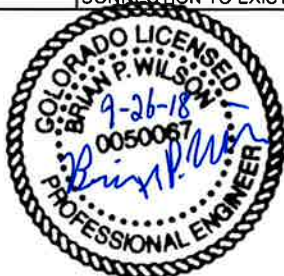
ACREAGE: 9.06
LOTS: 50
JOB NUMBER: 283701
PHASE: FILING 14
DATE: 9/21/2018

SANITARY SEWER

ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
	8" SEWER (PVC)	1,568	L.F.	\$48.00	\$75,264.00
	12" SEWER (PVC)	0	L.F.	\$54.00	\$0.00
	18" SEWER (PVC)	0	L.F.	\$67.00	\$0.00
	4' DIA. MANHOLE	12	EA.	\$2,850.00	\$34,200.00
	5' DIA. MANHOLE	0	EA.	\$2,850.00	\$0.00
	STANDARD CLEANOUT	0	EA.	\$300.00	\$0.00
	DROP MANHOLE	0	EA.	\$5,000.00	\$0.00
	INTERMEDIATE PLATFORM	0	EA.	\$700.00	\$0.00
	4" SEWER SERVICE	36	EA.	\$1,615.00	\$58,140.00
	20" STEEL CASING	0	L.F.	\$2,000.00	\$0.00
	CONNECTION TO EXISTING MAIN	1	EA.	\$1,900.00	\$1,900.00
					\$169,504.00

WATERLINE

ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
	6" WATERPIPE (DIP)	118	L.F.	\$20.00	\$2,360.00
	8" WATERPIPE (PVC)	2,030	L.F.	\$39.00	\$79,170.00
	12" WATERPIPE (PVC)	0	L.F.	\$57.00	\$0.00
	16" WATERPIPE (DIP)	0	L.F.	\$77.60	\$0.00
	6" GATE VALVE	6	EA.	\$1,000.00	\$6,000.00
	8" GATE VALVE	10	EA.	\$1,750.00	\$17,500.00
	12" GATE VALVE	0	EA.	\$3,000.00	\$0.00
	16" BUTTERFLY VALVE	0	EA.	\$18,000.00	\$0.00
	8" MISC. FITTINGS	12	EA.	\$460.00	\$5,520.00
	12" MISC. FITTINGS	0	EA.	\$730.00	\$0.00
	16" MISC. FITTINGS	0	EA.	\$1,500.00	\$0.00
	AIR / VACUUM VALVE	2	EA.	\$6,700.00	\$13,400.00
	8" CAP WITH BLOW OFF	4	EA.	\$2,000.00	\$8,000.00
	2" BLOW OFF VALVE (8" LINE-LOW POINT)	0	EA.	\$2,000.00	\$0.00
	6" BLOW OFF VALVE (16" LINE-LOW POINT)	0	EA.	\$2,500.00	\$0.00
	FIRE HYDRANT WITH 6" LEAD	6	EA.	\$5,000.00	\$30,000.00
	DEEP BURY FIRE HYDRANT WITH 6" LEAD	0	EA.	\$5,500.00	\$0.00
	IRRIGATION SERVICE W/ METER(2")	1	EA.	\$2,500.00	\$2,500.00
	DOMESTIC WATER SERVICE W/ METER	50	EA.	\$1,400.00	\$70,000.00
	20" STEEL CASING	0	L.F.	\$2,000.00	\$0.00
	CONNECTION TO EXISTING MAIN	2	EA.	\$1,000.00	\$2,000.00
					\$236,450.00



CONTINGENCIES 20% OF CONSTRUCTION COSTS = \$81,190.80

Total Filing 14 Water/Sewer= **\$487,144.80**



CVL Consultants of Colorado Inc.
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**ENGINEERS PUBLIC IMPROVEMENT COST ESTIMATE
 TRAILS AT CROWFOOT FILING 14
 9/14/2018**

ROADWAY

No.	Description	Quantity	Unit	Cost/Unit	Total Cost
	6" VERTICAL CURB & GUTTER (2' PAN)	0	L.F.	\$22.00	\$0.00
	6" VERTICAL CURB & GUTTER (1' PAN)	0	L.F.	\$22.00	\$0.00
	4" MOUNTABLE CURB & GUTTER	66	L.F.	\$24.00	\$1,584.00
	HOT MIX ASPHALT PAVEMENT (5" DEPTH)	40	S.Y.	\$23.50	\$940.00
	CONCRETE PAVEMENT	0	S.Y.	\$90.00	\$0.00
	AGGRIGATE BASE COURSE	9	C.Y.	\$40.50	\$360.00
	SUBGRADE STABILIZATION	9	S.Y.	\$2.10	\$18.67
	ROADWAY SUBGRADE PREP (EXTEND 2' OUTSIDE CURB)	9	S.Y.	\$1.25	\$11.11
	5' DETACHED CONCRETE SIDEWALK	38	L.F.	\$27.00	\$1,026.00
	SIDEWALK SUBGRADE PREP (MIN 1' OUTSIDE LIMITS)	30	S.Y.	\$1.25	\$36.94
	CORNER CURB RAMP (INCLUDES SUBGRADE PREP)	2	EA.	\$2,200.00	\$4,400.00
	MIDBLOCK CURB RAMP (INCLUDES SUBGRADE PREP)	0	EA.	\$2,200.00	\$0.00
	CROSS PAN (INCLUDES SUBGRADE PREP)	55	S.Y.	\$103.50	\$5,692.50
	TRENCH DRAIN	0	L.F.	\$19.00	\$0.00
	MEDIAN COVER	0	S.Y.	\$90.00	\$0.00
	ADJUST MANHOLE	6	EA.	\$760.00	\$4,560.00
	ADJUST WATER VALVE	6	EA.	\$425.00	\$2,550.00
Total Cost					\$21,179.22

STRIPING

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	LONG LINE EPOXY PVMT. MARKING	0	GAL	\$105.00	\$0.00
	CROSSWALK BAR	0	S.F.	\$8.00	\$0.00
	STOP BAR	0	S.F.	\$0.93	\$0.00
	ARROW	0	EA.	\$120.00	\$0.00
Total Cost					\$0.00

SIGNAGE (INCLUDE POST AND ANCHOR)

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	STREET NAME SIGN WITH STOP SIGN	0	EA.	\$530.00	\$0.00
	GROUND SIGN	0	EA.	\$280.00	\$0.00
	TYPE III BARRICADE	0	EA.	\$2,500.00	\$0.00
	SPECIAL SIGN (SPEED LIMIT, DEAD END, MISC SIGNS)	0	EA.	\$280.00	\$0.00
Total Cost					\$0.00

DRAINAGE AND STORMWATER IMPROVMENTS

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	18" RCP	0	L.F.	\$64.00	\$0.00
	24" RCP	0	L.F.	\$83.00	\$0.00
	30" RCP	0	L.F.	\$100.00	\$0.00
	36" RCP	0	L.F.	\$136.00	\$0.00
	48" RCP	0	L.F.	\$200.00	\$0.00
	30" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$2,400.00	\$0.00
	36" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$3,000.00	\$0.00
	48" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$3,400.00	\$0.00
	4' MANHOLE	0	EA.	\$2,500.00	\$0.00
	5' MANHOLE	0	EA.	\$3,070.00	\$0.00
	6' MANHOLE	0	EA.	\$4,380.00	\$0.00
	5' TYPE R INLET	0	EA.	\$9,000.00	\$0.00
	10' TYPE R INLET (SPECIFIC ON 10" INCREMENT)	0	EA.	\$10,700.00	\$0.00
	15' TYPE R INLET	0	EA.	\$11,000.00	\$0.00
Total Cost					\$0.00

PUBLIC IMPROVMENTS (TOWN) SUBTOTAL \$21,179.22

CONSTRUCTION CONTINGENCY (10%) \$2,117.92
 MOBILIZATION (5%) \$1,058.96
 SURVEYING (3%) \$635.38
 CONSTRUCTION MANAGEMENT & TESTING (12%) \$2,541.51

PUBLIC IMPROVEMENT TOTAL \$27,532.99

SECURITY AT 110% = \$30,286.29

Trails at Crowfoot Filing 14-Landscape Construction Documents Cost Estimate-Open Space

PCS Group

Opinion of Probable Cost

Date: 9.26.2018

Filing 14-Open Space

<u>Improvement</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
Deciduous Trees (2.5" cal)	21	EA	\$ 560.00	\$ 11,760.00
Evergreen Trees (8' ht)	29	EA	\$ 690.00	\$ 20,010.00
Ornamental Trees (2" cal)	50	EA	\$ 480.00	\$ 24,000.00
Deciduous Shrubs (5 gal)	150	EA	\$ 50.00	\$ 7,500.00
Evergreen Shrubs (5 gal)	57	EA	\$ 50.00	\$ 2,850.00
Ornamental Grasses (1 gal)	189	EA	\$ 25.00	\$ 4,725.00
Perennials (1 gal)	94	EA	\$ 15.00	\$ 1,410.00
EnviroTurf (w/prep)	45,116	SF	\$ 1.00	\$ 45,116.00
Rock Mulch, 4" Diam. Cobble Rock mulch (4" depth)	4,111	SF	\$ 1.25	\$ 5,138.75
Steel Edger	751	LF	\$ 3.00	\$ 2,253.00
Concrete Walk (4" depth) **	2,168	SF	\$ 7.00	\$ 15,179.05
Concrete Thickened Edge	55	SF	\$ 45.00	\$ 2,460.35
Crusher Fines (4" depth) **	1,405	SF	\$ 6.00	\$ 8,431.41
Trash Receptacle	4	EA	\$ 1,200.00	\$ 4,800.00
Climbing Boulder	1	LS	\$ 40,000.00	\$ 40,000.00
Engineered Wood Fiber (playground-12" depth)	864	SF	\$ 3.50	\$ 3,024.00
ADA Playground Ramp	1	EA	\$ 1,800.00	\$ 1,800.00
Playground Drainage	1	LS	\$ 1,500.00	\$ 1,500.00
Picnic Tables	1	EA	\$ 1,800.00	\$ 1,800.00
Bench	4	EA	\$ 1,500.00	\$ 6,000.00
Irrigation (Spray for native and turf areas)	45,116	SF	\$ 0.90	\$ 40,604.40
Irrigation (Drip emitters for shrub beds)	1	LS	\$ 5,000.00	\$ 5,000.00
			Sub-Total	\$ 255,361.95
			15% Contingency	\$ 38,304.29
			Total	\$ 293,666.25
			110% SIA Total	\$ 323,032.87

*Temporary native seed for disturbed areas and detention areas are included in the Earthwork budget by civil engineer.

**Only concrete walks and crusher fine walks in park spaces have been accounted for the quantities shown above.

Trails at Crowfoot Filing 14-Landscape Construction Documents Cost Estimate-Streetscape

PCS Group

Opinion of Probable Cost

Date: 9.26.2018

Filing 14-Streetscape				
<u>Improvement</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
Deciduous Trees (2.5" cal)	47	EA	\$ 560.00	\$ 26,320.00
Evergreen Shrubs (5 gal)	5	EA	\$ 50.00	\$ 250.00
Ornamental Grasses (1 gal)	20	EA	\$ 25.00	\$ 500.00
EnviroTurf (w/prep)	17,043	SF	\$ 1.00	\$ 17,043.00
Mailbox Kiosk (16 door)	3	EA	\$ 1,400.00	\$ 4,200.00
Irrigation (Spray for native and turf areas)	17,043	SF	\$ 0.90	\$ 15,338.70
Irrigation (Drip emitters for shrub beds)	1	LS	\$ 5,000.00	\$ 5,000.00
			Sub-Total	\$ 68,651.70
			15% Contingency	\$ 10,297.76
			Total	\$ 78,949.46
			110% SIA Total	\$ 86,844.40

*Temporary native seed for disturbed areas and detention areas are included in the Earthwork budget by civil engineer.



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Suite 240
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TRAILS AT CROWFOOT FILING 15 ENGINEER'S ESTIMATE OF ANTICIPATED COSTS

PROJECT: TRAILS AT CROWFOOT FILING 15
CLIENT: HR 936, LLC
ESTIMATE PREPARED BY: CVL CONSULTANTS OF COLORADO, INC.

ACREAGE: 9.171
LOTS: 44
JOB NUMBER: 283701
PHASE: FILING 15
DATE: 9/24/2018

SANITARY SEWER

ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
	8" SEWER (PVC)	1,490	L.F.	\$48.00	\$71,520.00
	12" SEWER (PVC)	0	L.F.	\$54.00	\$0.00
	18" SEWER (PVC)	0	L.F.	\$67.00	\$0.00
	4' DIA. MANHOLE	14	EA.	\$2,850.00	\$39,900.00
	5' DIA. MANHOLE	0	EA.	\$2,850.00	\$0.00
	STANDARD CLEANOUT	0	EA.	\$300.00	\$0.00
	DROP MANHOLE	0	EA.	\$5,000.00	\$0.00
	INTERMEDIATE PLATFORM	0	EA.	\$700.00	\$0.00
	4" SEWER SERVICE	30	EA.	\$1,615.00	\$48,450.00
	20" STEEL CASING	0	L.F.	\$2,000.00	\$0.00
	CONNECTION TO EXISTING MAIN	1	EA.	\$1,900.00	\$1,900.00
					\$161,770.00

WATERLINE

ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
	6" WATERPIPE (DIP)	72	L.F.	\$20.00	\$1,440.00
	8" WATERPIPE (PVC)	2,037	L.F.	\$39.00	\$79,443.00
	12" WATERPIPE (PVC)	0	L.F.	\$57.00	\$0.00
	16" WATERPIPE (DIP)	0	L.F.	\$77.60	\$0.00
	6" GATE VALVE	4	EA.	\$1,000.00	\$4,000.00
	8" GATE VALVE	6	EA.	\$1,750.00	\$10,500.00
	12" GATE VALVE	0	EA.	\$3,000.00	\$0.00
	16" BUTTERFLY VALVE	0	EA.	\$18,000.00	\$0.00
	8" MISC. FITTINGS	22	EA.	\$460.00	\$10,120.00
	12" MISC. FITTINGS	0	EA.	\$730.00	\$0.00
	16" MISC. FITTINGS	0	EA.	\$1,500.00	\$0.00
	AIR / VACUUM VALVE	2	EA.	\$6,700.00	\$13,400.00
	8" CAP WITH BLOW OFF	4	EA.	\$2,000.00	\$8,000.00
	2" BLOW OFF VALVE (8" LINE-LOW POINT)	0	EA.	\$2,000.00	\$0.00
	6" BLOW OFF VALVE (16" LINE-LOW POINT)	0	EA.	\$2,500.00	\$0.00
	FIRE HYDRANT WITH 6" LEAD	4	EA.	\$5,000.00	\$20,000.00
	DEEP BURY FIRE HYDRANT WITH 6" LEAD	0	EA.	\$5,500.00	\$0.00
	IRRIGATION SERVICE W/ METER(2")	1	EA.	\$2,500.00	\$2,500.00
	DOMESTIC WATER SERVICE W/ METER	44	EA.	\$1,400.00	\$61,600.00
	20" STEEL CASING	0	L.F.	\$2,000.00	\$0.00
	CONNECTION TO EXISTING MAIN	2	EA.	\$1,000.00	\$2,000.00
					\$213,003.00



CONTINGENCIES 20% OF CONSTRUCTION COSTS = \$74,954.60

Total Filing 2 Water/Sewer= **\$449,727.60**



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**ENGINEERS PUBLIC IMPROVEMENT COST ESTIMATE
 TRAILS AT CROWFOOT FILING 15
 8/30/2018**

ROADWAY

No.	Description	Quantity	Unit	Cost/Unit	Total Cost
	6" VERTICAL CURB & GUTTER (2' PAN)	0	L.F.	\$22.00	\$0.00
	6" VERTICAL CURB & GUTTER (1' PAN)	0	L.F.	\$22.00	\$0.00
	4" MOUNTABLE CURB & GUTTER	131	L.F.	\$24.00	\$3,144.00
	HOT MIX ASPHALT PAVEMENT (5" DEPTH)	53	S.Y.	\$23.50	\$1,253.33
	CONCRETE PAVEMENT	0	S.Y.	\$90.00	\$0.00
	AGGREGATE BASE COURSE	12	C.Y.	\$40.50	\$480.00
	SUBGRADE STABILIZATION	12	S.Y.	\$2.10	\$24.89
	ROADWAY SUBGRADE PREP (EXTEND 2' OUTSIDE CURB)	12	S.Y.	\$1.25	\$14.81
	5' DETACHED CONCRETE SIDEWALK	76	L.F.	\$27.00	\$2,052.00
	SIDEWALK SUBGRADE PREP (MIN 1' OUTSIDE LIMITS)	59	S.Y.	\$1.25	\$73.89
	CORNER CURB RAMP (INCLUDES SUBGRADE PREP)	4	EA.	\$2,200.00	\$8,800.00
	MIDBLOCK CURB RAMP (INCLUDES SUBGRADE PREP)	0	EA.	\$2,200.00	\$0.00
	CROSS PAN (INCLUDES SUBGRADE PREP)	110	S.Y.	\$103.50	\$11,339.00
	TRENCH DRAIN	0	L.F.	\$19.00	\$0.00
	MEDIAN COVER	0	S.Y.	\$90.00	\$0.00
	ADJUST MANHOLE	5	EA.	\$760.00	\$3,800.00
	ADJUST WATER VALVE	4	EA.	\$425.00	\$1,700.00
Total Cost					\$32,681.93

STRIPING

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	LONG LINE EPOXY PVMT. MARKING	0	GAL	\$105.00	\$0.00
	CROSSWALK BAR	0	S.F.	\$8.00	\$0.00
	STOP BAR	0	S.F.	\$0.93	\$0.00
	ARROW	0	EA.	\$120.00	\$0.00
Total Cost					\$0.00

SIGNAGE (INCLUDE POST AND ANCHOR)

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	STREET NAME SIGN WITH STOP SIGN	0	EA.	\$530.00	\$0.00
	GROUND SIGN	0	EA.	\$280.00	\$0.00
	TYPE III BARRICADE	0	EA.	\$2,500.00	\$0.00
	SPECIAL SIGN (SPEED LIMIT, DEAD END, MISC SIGNS)	0	EA.	\$280.00	\$0.00
Total Cost					\$0.00

DRAINAGE AND STORMWATER IMPROVEMENTS

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	18" RCP	0	L.F.	\$64.00	\$0.00
	24" RCP	0	L.F.	\$83.00	\$0.00
	30" RCP	0	L.F.	\$100.00	\$0.00
	36" RCP	0	L.F.	\$136.00	\$0.00
	48" RCP	0	L.F.	\$200.00	\$0.00
	30" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$2,400.00	\$0.00
	36" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$3,000.00	\$0.00
	48" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$3,400.00	\$0.00
	4' MANHOLE	0	EA.	\$2,500.00	\$0.00
	5' MANHOLE	0	EA.	\$3,070.00	\$0.00
	6' MANHOLE	0	EA.	\$4,380.00	\$0.00
	5' TYPE R INLET	0	EA.	\$9,000.00	\$0.00
	10' TYPE R INLET (SPECIFIC ON 10" INCREMENT)	0	EA.	\$10,700.00	\$0.00
	15' TYPE R INLET	0	EA.	\$11,000.00	\$0.00
Total Cost					\$0.00

PUBLIC IMPROVMENTS (TOWN) SUBTOTAL \$32,681.93

CONSTRUCTION CONTINGENCY (10%) \$3,268.19
 MOBILIZATION (5%) \$1,634.10
 SURVEYING (3%) \$980.46
 CONSTRUCTION MANAGEMENT & TESTING (12%) \$3,921.83

PUBLIC IMPROVEMENT TOTAL \$42,486.50

SECURITY AT 110% = \$46,735.15

Trails at Crowfoot Filing 15-Landscape Construction Documents Cost Estimate-Open Space

PCS Group

Opinion of Probable Cost

Date: 9.26.2018

Filing 15-Open Space

<u>Improvement</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
Deciduous Trees (2.5" cal)	33	EA	\$ 560.00	\$ 18,480.00
Evergreen Trees (8' ht)	49	EA	\$ 690.00	\$ 33,810.00
Ornamental Trees (2" cal)	15	EA	\$ 480.00	\$ 7,200.00
Deciduous Shrubs (5 gal)	389	EA	\$ 50.00	\$ 19,450.00
Evergreen Shrubs (5 gal)	224	EA	\$ 50.00	\$ 11,200.00
Ornamental Grasses (1 gal)	463	EA	\$ 25.00	\$ 11,575.00
Perennials (1 gal)	277	EA	\$ 15.00	\$ 4,155.00
Native Seed Open Space (w/prep)	28,023	SF	\$ 0.75	\$ 21,017.25
EnviroTurf (w/prep)	39,623	SF	\$ 1.00	\$ 39,623.00
Rock Mulch, 2" Diam. Cobble Rock mulch (3" depth)	14,495	SF	\$ 1.25	\$ 18,118.75
Steel Edger	1,984	LF	\$ 3.00	\$ 5,952.00
Concrete Walk (4" depth) **	927	SF	\$ 7.00	\$ 6,491.28
Crusher Fines (4" depth) **	1,904	SF	\$ 6.00	\$ 11,421.62
Trash Receptacle	4	EA	\$ 1,200.00	\$ 4,800.00
Picnic Tables	1	EA	\$ 1,800.00	\$ 1,800.00
Bench	4	EA	\$ 1,500.00	\$ 6,000.00
Mailbox Kiosk (16 door)	3	EA	\$ 1,400.00	\$ 4,200.00
Irrigation (Spray for native and turf areas)	67,646	SF	\$ 0.90	\$ 60,881.40
Irrigation (Drip emitters for shrub beds)	1	LS	\$ 12,000.00	\$ 12,000.00
			Sub-Total	\$ 298,175.31
			15% Contingency	\$ 44,726.30
			Total	\$ 342,901.60
			110% SIA Total	\$ 377,191.76

*Temporary native seed for disturbed areas and detention areas are included in the Earthwork budget by civil engineer.

**Only concrete walks and crusher fine walks in park spaces have been accounted for the quantities shown above.

Trails at Crowfoot Filing 15-Landscape Construction Documents Cost Estimate-Streetscape

PCS Group

Opinion of Probable Cost

Date: 9.26.2018

Filing 15-Streetscape

<u>Improvement</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
Deciduous Trees (2.5" cal)	17	EA	\$ 560.00	\$ 9,520.00
Deciduous Shrubs (5 gal)	11	EA	\$ 50.00	\$ 550.00
Ornamental Grasses (1 gal)	16	EA	\$ 25.00	\$ 400.00
Perennials (1 gal)	13	EA	\$ 15.00	\$ 195.00
EnviroTurf (w/prep)	6,376	SF	\$ 1.00	\$ 6,376.00
Rock Mulch, 2" Diam. Cobble Rock mulch (3" depth)	450	SF	\$ 1.25	\$ 562.50
Steel Edger	40	LF	\$ 3.00	\$ 120.68
Irrigation (<i>Spray for native and turf areas</i>)	6,376	SF	\$ 0.90	\$ 5,738.40
Irrigation (<i>Drip emitters for shrub beds</i>)	1	LS	\$ 2,000.00	\$ 2,000.00
			Sub-Total	\$ 25,462.58
			15% Contingency	\$ 3,819.39
			Total	\$ 29,281.96
			110% SIA Total	\$ 32,210.16

*Temporary native seed for disturbed areas and detention areas are included in the Earthwork budget by civil engineer.

**Only concrete walks and crusher fine walks in park spaces have been accounted for the quantities shown above.



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TRAILS AT CROWFOOT FILING 16 ENGINEER'S ESTIMATE OF ANTICIPATED COSTS

PROJECT: TRAILS AT CROWFOOT FILING 16
CLIENT: HR 935, LLC
ESTIMATE PREPARED BY: CVL CONSULTANTS OF COLORADO, INC.

ACREAGE: 8.954
LOTS: 42
JOB NUMBER: 283701
PHASE: FILING 16
DATE: 7/2/2018

SANITARY SEWER

ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
	8" SEWER (PVC)	1,184	L.F.	\$48.00	\$56,832.00
	12" SEWER (PVC)	0	L.F.	\$54.00	\$0.00
	18" SEWER (PVC)	0	L.F.	\$67.00	\$0.00
	4' DIA. MANHOLE	7	EA.	\$2,850.00	\$19,950.00
	5' DIA. MANHOLE	0	EA.	\$2,850.00	\$0.00
	STANDARD CLEANOUT	0	EA.	\$300.00	\$0.00
	DROP MANHOLE	0	EA.	\$5,000.00	\$0.00
	INTERMEDIATE PLATFORM	0	EA.	\$700.00	\$0.00
	4" SEWER SERVICE	32	EA.	\$1,615.00	\$51,680.00
	20" STEEL CASING	0	L.F.	\$2,000.00	\$0.00
	CONNECTION TO EXISTING MAIN	1	EA.	\$1,900.00	\$1,900.00
					\$130,362.00

WATERLINE

ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
	6" WATERPIPE (DIP)	55	L.F.	\$20.00	\$1,100.00
	8" WATERPIPE (PVC)	1,422	L.F.	\$39.00	\$55,458.00
	12" WATERPIPE (PVC)	0	L.F.	\$57.00	\$0.00
	16" WATERPIPE (DIP)	0	L.F.	\$77.60	\$0.00
	6" GATE VALVE	4	EA.	\$1,000.00	\$4,000.00
	8" GATE VALVE	4	EA.	\$1,750.00	\$7,000.00
	12" GATE VALVE	0	EA.	\$3,000.00	\$0.00
	16" BUTTERFLY VALVE	0	EA.	\$18,000.00	\$0.00
	8" MISC. FITTINGS	12	EA.	\$460.00	\$5,520.00
	12" MISC. FITTINGS	0	EA.	\$730.00	\$0.00
	16" MISC. FITTINGS	0	EA.	\$1,500.00	\$0.00
	AIR / VACUUM VALVE	0	EA.	\$6,700.00	\$0.00
	8" CAP WITH BLOW OFF	0	EA.	\$2,000.00	\$0.00
	2" BLOW OFF VALVE (8" LINE-LOW POINT)	0	EA.	\$2,000.00	\$0.00
	6" BLOW OFF VALVE (16" LINE-LOW POINT)	0	EA.	\$2,500.00	\$0.00
	FIRE HYDRANT WITH 6" LEAD	4	EA.	\$5,000.00	\$20,000.00
	DEEP BURY FIRE HYDRANT WITH 6" LEAD	0	EA.	\$5,500.00	\$0.00
	IRRIGATION SERVICE W/ METER(2")	1	EA.	\$2,500.00	\$2,500.00
	DOMESTIC WATER SERVICE W/ METER	42	EA.	\$1,400.00	\$58,800.00
	20" STEEL CASING	0	L.F.	\$2,000.00	\$0.00
	CONNECTION TO EXISTING MAIN	4	EA.	\$1,000.00	\$4,000.00
					\$158,378.00



CONTINGENCIES 20% OF CONSTRUCTION COSTS = \$57,748.00

Total Filing 2 Water/Sewer= **\$346,488.00**



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**ENGINEERS PUBLIC IMPROVEMENT COST ESTIMATE
 TRAILS AT CROWFOOT FILING 16
 9/14/2018**

ROADWAY

No.	Description	Quantity	Unit	Cost/Unit	Total Cost
	6" VERTICAL CURB & GUTTER (2' PAN)	0	L.F.	\$22.00	\$0.00
	6" VERTICAL CURB & GUTTER (1' PAN)	0	L.F.	\$22.00	\$0.00
	4" MOUNTABLE CURB & GUTTER	66	L.F.	\$24.00	\$1,584.00
	HOT MIX ASPHALT PAVEMENT (5" DEPTH)	40	S.Y.	\$23.50	\$940.00
	CONCRETE PAVEMENT	0	S.Y.	\$90.00	\$0.00
	AGGREGATE BASE COURSE	9	C.Y.	\$40.50	\$360.00
	SUBGRADE STABILIZATION	40	S.Y.	\$2.10	\$84.00
	ROADWAY SUBGRADE PREP (EXTEND 2' OUTSIDE CURB)	40	S.Y.	\$1.25	\$50.00
	5' DETACHED CONCRETE SIDEWALK	38	L.F.	\$27.00	\$1,026.00
	SIDEWALK SUBGRADE PREP (MIN 1' OUTSIDE LIMITS)	30	S.Y.	\$1.25	\$36.94
	CORNER CURB RAMP (INCLUDES SUBGRADE PREP)	2	EA.	\$2,200.00	\$4,400.00
	MIDBLOCK CURB RAMP (INCLUDES SUBGRADE PREP)	0	EA.	\$2,200.00	\$0.00
	CROSS PAN (INCLUDES SUBGRADE PREP)	55	S.Y.	\$103.50	\$5,692.50
	TRENCH DRAIN	0	L.F.	\$19.00	\$0.00
	MEDIAN COVER	0	S.Y.	\$90.00	\$0.00
	ADJUST MANHOLE	3	EA.	\$760.00	\$2,280.00
	ADJUST WATER VALVE	5	EA.	\$425.00	\$2,125.00
Total Cost					\$18,578.44

STRIPING

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	LONG LINE EPOXY PVMT. MARKING	0	GAL	\$105.00	\$0.00
	CROSSWALK BAR	0	S.F.	\$8.00	\$0.00
	STOP BAR	0	S.F.	\$0.93	\$0.00
	ARROW	0	EA.	\$120.00	\$0.00
Total Cost					\$0.00

SIGNAGE (INCLUDE POST AND ANCHOR)

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	STREET NAME SIGN WITH STOP SIGN	0	EA.	\$530.00	\$0.00
	GROUND SIGN	0	EA.	\$280.00	\$0.00
	TYPE III BARRICADE	0	EA.	\$2,500.00	\$0.00
	SPECIAL SIGN (SPEED LIMIT, DEAD END, MISC SIGNS)	0	EA.	\$280.00	\$0.00
Total Cost					\$0.00

DRAINAGE AND STORMWATER IMPROVEMENTS

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	18" RCP	0	L.F.	\$64.00	\$0.00
	24" RCP	0	L.F.	\$83.00	\$0.00
	30" RCP	0	L.F.	\$100.00	\$0.00
	36" RCP	0	L.F.	\$136.00	\$0.00
	48" RCP	0	L.F.	\$200.00	\$0.00
	30" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$2,400.00	\$0.00
	36" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$3,000.00	\$0.00
	48" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$3,400.00	\$0.00
	4' MANHOLE	0	EA.	\$2,500.00	\$0.00
	5' MANHOLE	0	EA.	\$3,070.00	\$0.00
	6' MANHOLE	0	EA.	\$4,380.00	\$0.00
	5' TYPE R INLET	0	EA.	\$9,000.00	\$0.00
	10' TYPE R INLET (SPECIFIC ON 10" INCREMENT)	0	EA.	\$10,700.00	\$0.00
	15' TYPE R INLET	0	EA.	\$11,000.00	\$0.00
Total Cost					\$0.00

PUBLIC IMPROVMENTS (TOWN) SUBTOTAL \$18,578.44

CONSTRUCTION CONTINGENCY (10%)	\$1,857.84
MOBILIZATION (5%)	\$928.92
SURVEYING (3%)	\$557.35
CONSTRUCTION MANAGEMENT & TESTING (12%)	\$2,229.41

PUBLIC IMPROVEMENT TOTAL \$24,151.98

SECURITY AT 110% = \$26,567.18

Trails at Crowfoot Filing 16-Landscape Construction Documents Cost Estimate- Open Space

PCS Group

Opinion of Probable Cost

Date: 9.26.2018

Filing 16-Open Space

<u>Improvement</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
Deciduous Trees (2.5" cal)	20	EA	\$ 560.00	\$ 11,200.00
Evergreen Trees (8' ht)	23	EA	\$ 690.00	\$ 15,870.00
Ornamental Trees (2" cal)	44	EA	\$ 480.00	\$ 21,120.00
Deciduous Shrubs (5 gal)	82	EA	\$ 50.00	\$ 4,100.00
Evergreen Shrubs (5 gal)	37	EA	\$ 50.00	\$ 1,850.00
Ornamental Grasses (1 gal)	158	EA	\$ 25.00	\$ 3,950.00
Perennials (1 gal)	96	EA	\$ 15.00	\$ 1,440.00
EnviroTurf (w/prep)	31,550	SF	\$ 1.00	\$ 31,550.00
Rock Mulch, 4" Diam. Cobble Rock mulch (4" depth)	2,267	SF	\$ 1.25	\$ 2,833.75
Steel Edger	587	LF	\$ 3.00	\$ 1,760.38
Concrete Walk (4" depth) **	1,410	SF	\$ 7.00	\$ 9,866.84
Crusher Fines (4" depth) **	679	SF	\$ 3.50	\$ 2,376.28
Trash Receptacle	2	EA	\$ 1,200.00	\$ 2,400.00
Bench	2	EA	\$ 1,500.00	\$ 3,000.00
Irrigation (Spray for native and turf areas)	31,550	SF	\$ 0.90	\$ 28,395.00
Irrigation (Drip emitters for shrub beds)	1	LS	\$ 3,000.00	\$ 3,000.00
			Sub-Total	\$ 144,712.25
			15% Contingency	\$ 21,706.84
			Total	\$ 166,419.09
			110% SIA Total	\$ 183,061.00

*Temporary native seed for disturbed areas and detention areas are included in the Earthwork budget by civil engineer.

**Only concrete walks and crusher fine walks in park spaces have been accounted for the quantities shown above.

Trails at Crowfoot Filing 16-Landscape Construction Documents Cost Estimate- Streetscape

PCS Group

Opinion of Probable Cost

Date: 9.26.2018

Filing 16-Streetscape

<u>Improvement</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
Deciduous Trees (2.5" cal)	40	EA	\$ 560.00	\$ 22,400.00
Evergreen Shrubs (5 gal)	11	EA	\$ 50.00	\$ 550.00
Ornamental Grasses (1 gal)	34	EA	\$ 25.00	\$ 850.00
EnviroTurf (w/prep)	13,267	SF	\$ 1.00	\$ 13,267.00
Mailbox Kiosk (16 door)	3	EA	\$ 1,400.00	\$ 4,200.00
Irrigation (Spray for native and turf areas)	13,267	SF	\$ 0.90	\$ 11,940.30
			Sub-Total	\$ 53,207.30
			15% Contingency	\$ 7,981.10
			Total	\$ 61,188.40
			110% SIA Total	\$ 67,307.23

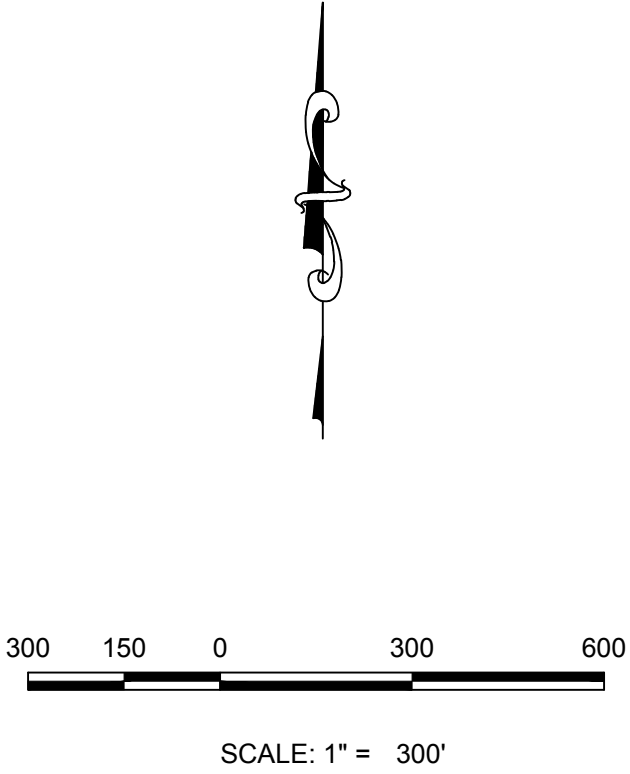
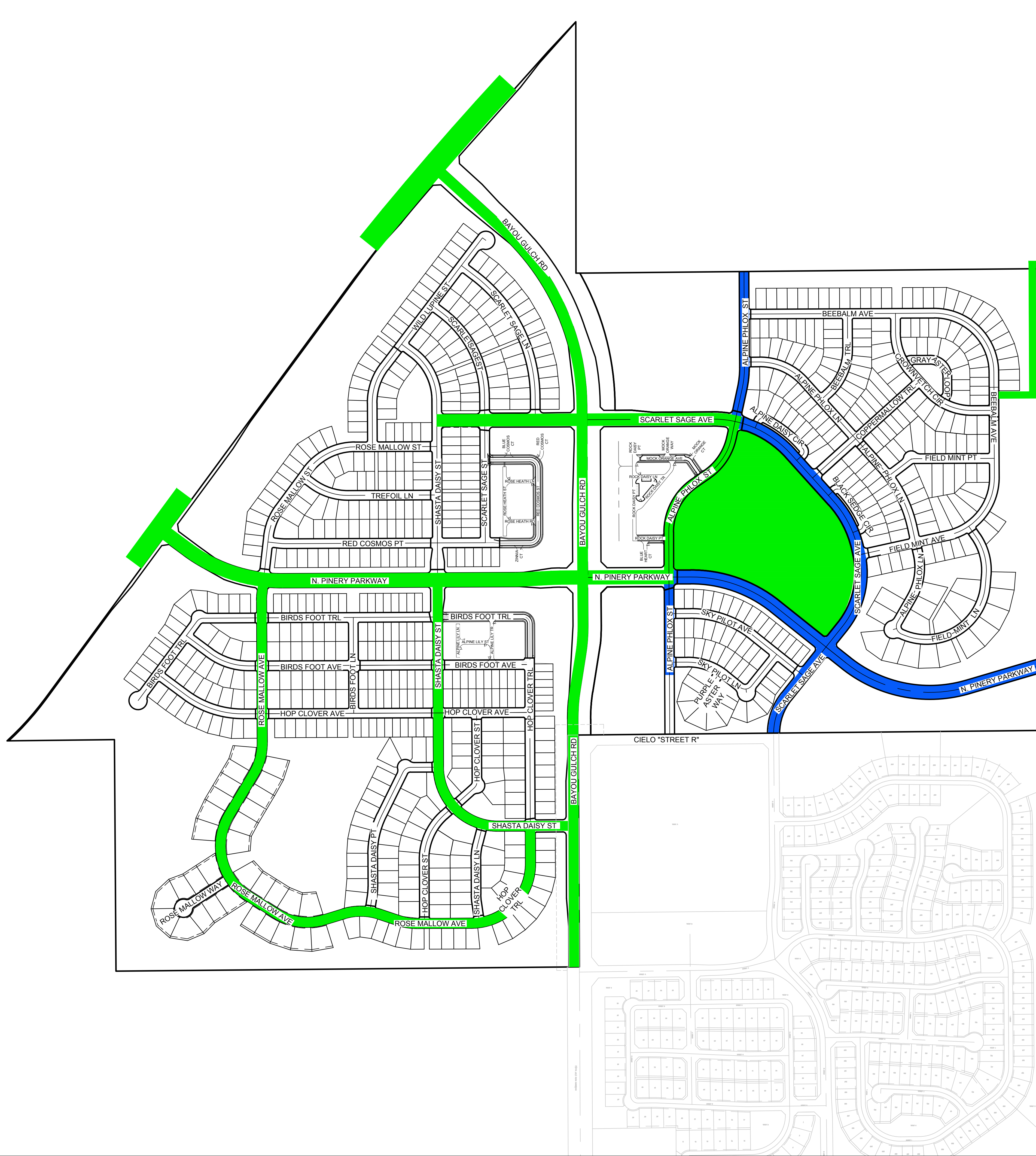
*Temporary native seed for disturbed areas and detention areas are included in the Earthwork budget by civil engineer.

**Only concrete walks and crusher fine walks in park spaces have been accounted for the quantities shown above.

EXHIBIT E

Maps Depicting Public Improvements

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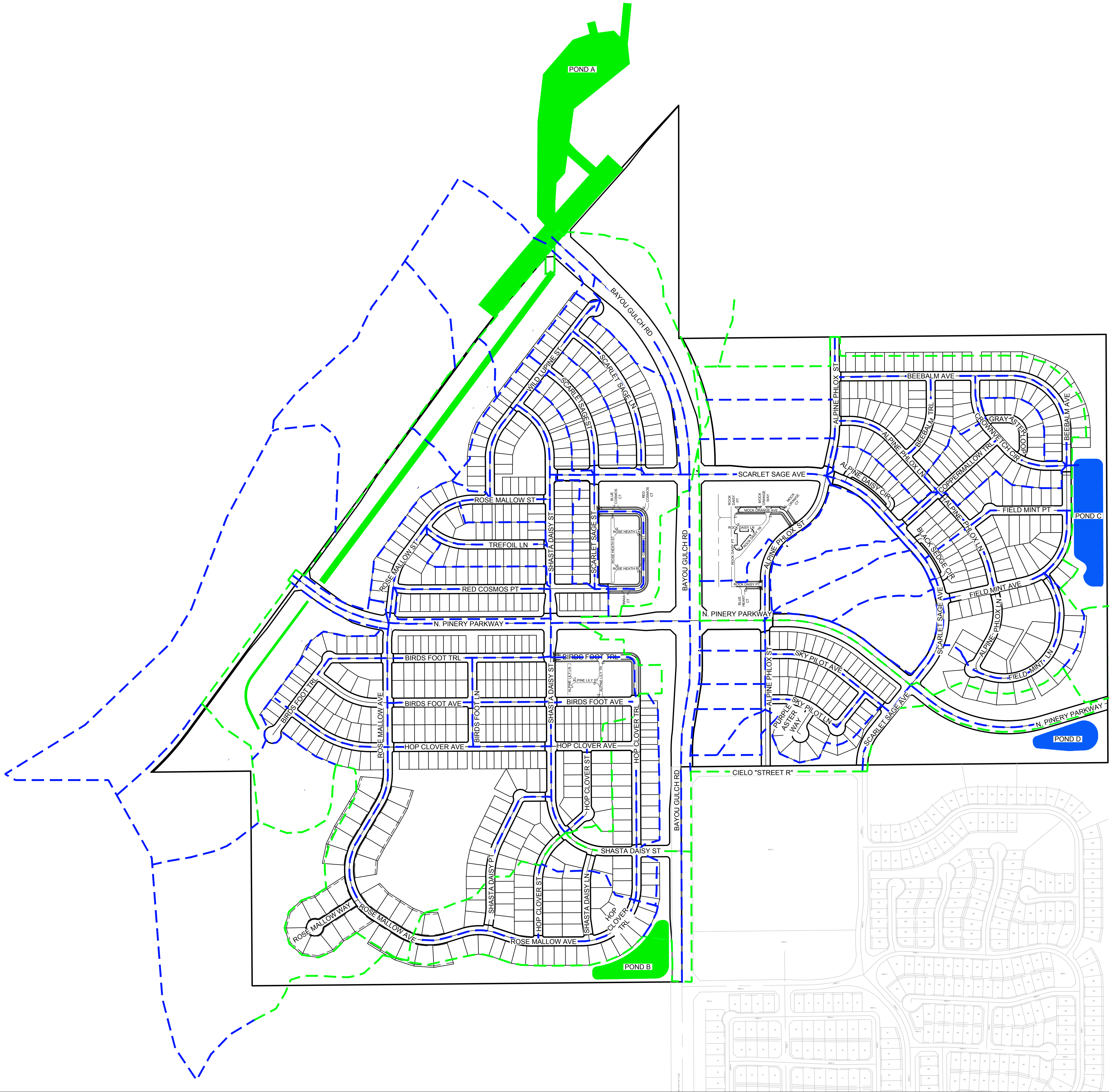


LEGEND

- FILING 1 JDA IMPROVEMENTS
- FILING 9 JDA IMPROVEMENTS

CVL CONSULTANTS 10333 E. Dry Creek Rd. Suite 240 Englewood, CO 80112 Tel: (720) 482-9526 Fax: (720) 482-9546						TRAILS AT CROWFOOT IGA STREET EXHIBIT		
						SCALE: AS SHOWN	DRAWN BY: BPW	SHEET NO: 1
						FILE NO: 8130283701	CHECKED BY: JJJ	
No.	Revisions	Date	Init.	Appr.	Date		DATE: 05-06-2019	

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LEGEND

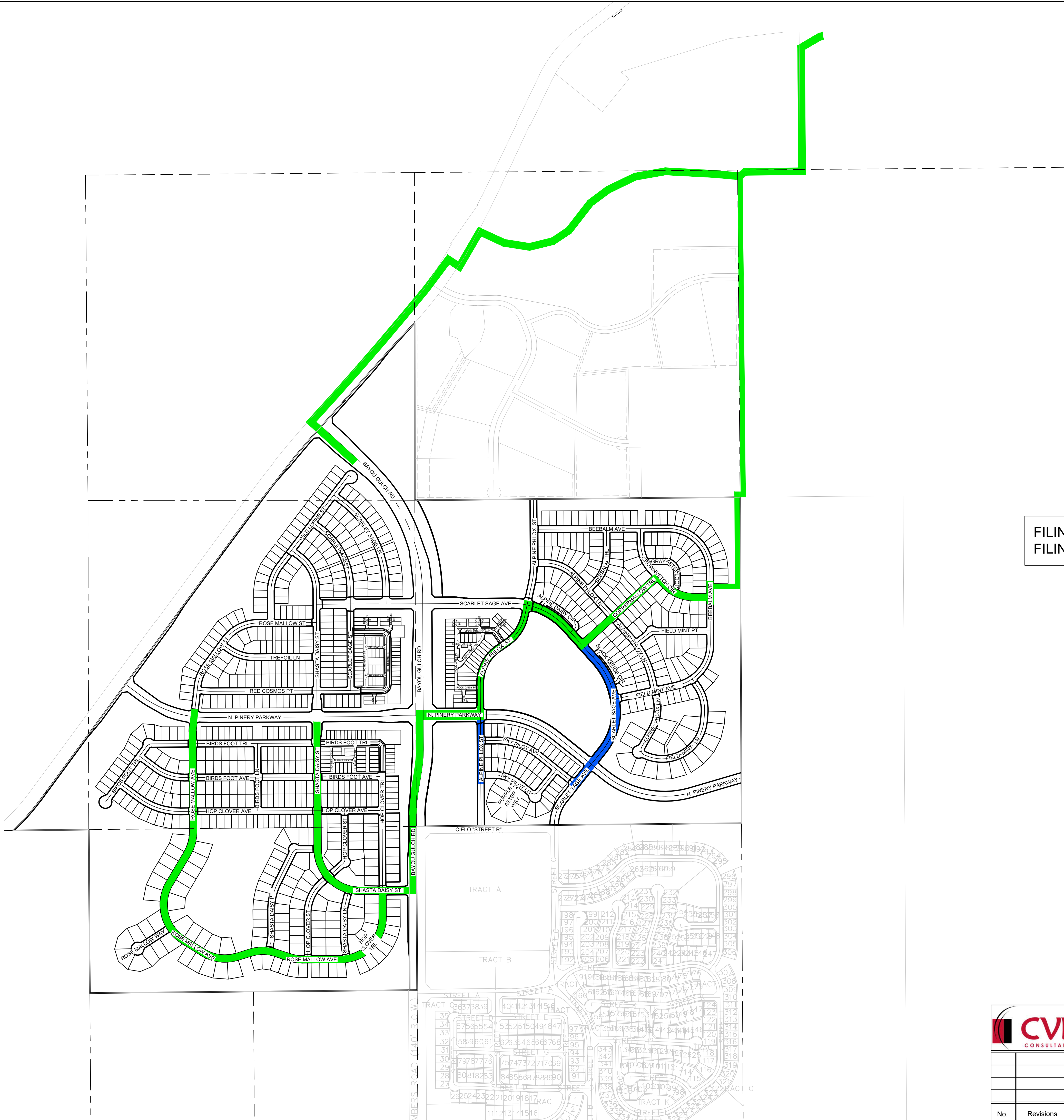
- FILING 1 POND IMPROVEMENTS
- FILING 9 POND IMPROVEMENTS
- BASIN LINE
- MAJOR BASIN LINE

10333 E. Dry Creek Rd.
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TRAILS AT CROWFOOT
IGA DRAINAGE EXHIBIT

SCALE: AS SHOWN	DRAWN BY: BPW	SHEET NO: 2			
FILE NO: 8130283701	CHECKED BY: JJJ				
DATE: 05-06-2019					
No.	Revisions	Date	Init.	Appr.	Date

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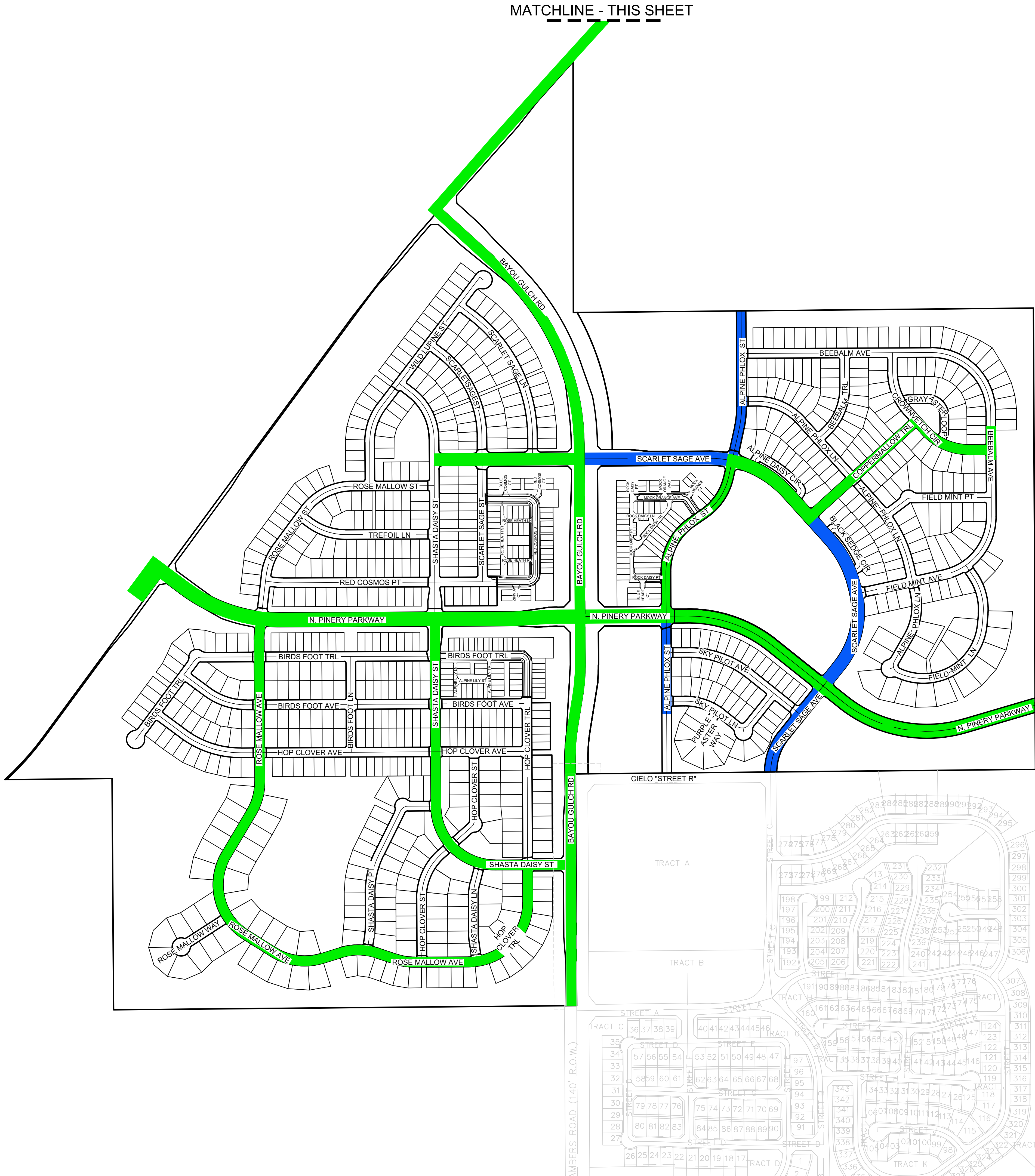


LEGEND

- FILING 1 SANITARY IMPROVEMENTS
- FILING 9 SANITARY IMPROVEMENTS

		10333 E. Dry Creek Rd. Suite 240 Englewood, CO 80112 Tel: (720) 482-9526 Fax: (720) 482-9546				TRAILS AT CROWFOOT IGA SANITARY EXHIBIT		
						SCALE: AS SHOWN		DRAWN BY: BPW
				FILE NO: 8130283701		CHECKED BY: JJJ		
				DATE: 05-06-2019				
No.	Revisions	Date	Init.	Appr.	Date			

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SCALE: 1" = 300'

LEGEND

FILING 1 WATER IMPROVEMENTS
FILING 9 WATER IMPROVEMENTS



MATCHLINE - THIS SHEET



10333 E. Dry Creek Rd.
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TRAILS AT CROWFOOT IGA WATER EXHIBIT

No.	Revisions	Date	Init.	Appr.	Date

SCALE:
AS SHOWN

FILE NO:
8130283701

DRAWN BY:
BPW

CHECKED BY:
JJJ

DATE:
05-06-2019

SHEET NO:

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EXHIBIT F

Financial Plan

May 3, 2019

Hess Ranch Metropolitan Districts Nos. 1-3

To be known as Trails at Crowfoot Metropolitan District Nos. 1-3

Attention: Kristin Bowers Tompkins, Esq.

White Bear Ankele Tanaka & Waldron Professional Corporation

2154 East Commons Avenue, Suite 2000

Centennial, Colorado 80122

RE: Service Plan Amendments

We have analyzed the bonding capacity in connection with the Service Plan amendments for Hess Ranch Metropolitan Districts Nos. 1-3, to be known as Trails at Crowfoot Metropolitan District Nos. 1-3 (collectively, the “Districts”). The analysis presented summarizes and presents information provided by E5X Management, Inc. (“the Developer”) and does not include independently verifying the accuracy of the information or assumptions.

Assumptions

The following assumptions have been provided by the Developer and form the basis of the analysis.

1. The development is comprised of the development outlined below. In all cases, it is assumed home prices will increase at a rate of 2% per annum.
 - a. 84 single family residential homes which are projected to be completed from 2020 through 2023. The average price is modeled at \$425,000.
 - b. 244 single family residential homes which are projected to be completed from 2020 to 2023. The average price is modeled at \$500,000.
 - c. 277 single family residential homes which are projected to be completed from 2020 through 2023. The average price is modeled at \$550,000.
 - d. 100 single family residential homes which are projected to be completed from 2020 through 2023. The average price is modeled at \$650,000.
 - e. 49 single family residential homes which are projected to be completed from 2020 through 2023. The average price is modeled at \$800,000.
 - f. 136 duplex residential units which are projected to be completed from 2020 through 2023. The average price is modeled at \$425,000.
 - g. 80,000 total square feet of commercial development which is projected to be completed in 2023. The value per square foot is assumed to be \$200 per square foot.

2. The debt service mill levy target is 57.0 mills beginning in tax collection year 2020. Additionally, the model assumes that an additional 10 mills will be pledged to the bonds, for a total of 67 mills available to the bonds.
3. The District is modeled to issue senior bonds in December 2020 with a par of \$72,055,000. An interest rate of 4.20% was modeled based upon a 40-year term. At issuance, it is projected that the District will fund \$7,565,775 for Capitalized Interest, \$5,257,324 for a Debt Service Reserve Fund and \$1,741,100 in costs of issuance with bond proceeds. The remaining \$57,490,801 is projected to reimburse the Developer for eligible expenses.
4. Specific Ownership Tax revenues have been calculated based on applying a factor of 6.0% to annual property tax revenues.
5. It is projected that 98% of property taxes levied will be collected and available to the District.
6. It is projected that there will be a 4% biennial inflation rate on assessments. The bonding capacity could be higher if the rate of assessment inflation is greater or conversely lower if the inflation rate is below 4%.

Estimate of Potential Bonding Capacity

Total bonding capacity based on the assumptions outlined, is projected to be approximately \$90,068,750, which is 125% of \$72,055,000, or the par amount of the 2020 bonds as shown in the model.

Based upon the development assumptions provided and the financial assumptions contained in the attached projected Financing Plan for the Districts' amended Service Plans, the projected revenue is sufficient to retire all Debt referenced in the Financing Plan within the restrictions set forth in the Districts' Service Plans, including but not limited to the maximum debt mill levies and mill levy imposition terms permitted.

The assumptions disclosed in the Financial Plan are those of the Developer and have not been independently reviewed by D.A. Davidson. Those assumptions identified are believed to be the significant factors in determining financial feasibility; however, they are likely not to be all-inclusive. There will be differences between forecasted and actual results, because events and circumstances frequently do not occur as projected, and those differences may be material. Key assumptions — like those relating to market values of real property improvements and the build out schedule of such property — are particularly sensitive in terms of the timing necessary to create the tax base for the Districts. A small variation in these variables, and to their timing, can have a large effect on the forecasted results. There is a high probability that the forecasted results will differ from realized future tax base factors and such variations can be material. Additionally, other key assumptions relating to inflation, assessment ratios, interest rates, and infrastructure, administrative, and operating costs may, and likely will, vary from those projected.

Because D.A. Davidson has not independently evaluated or reviewed the assumptions that the financial model is based upon, we do not vouch for the achievability (and disclaim any opinion) of the information provided. Furthermore, because of the inherent nature of future events, which are subject to change and variation as events and circumstances change, the actual results may vary materially from the results presented here. D.A. Davidson has no responsibility or obligation to update this information or this financial model for events occurring after the date of this report.

D.A. Davidson serves as the Districts' underwriter and not as financial advisor or municipal advisor. Unlike a municipal advisor, D.A. Davidson does not have a fiduciary duty to the Districts under the federal securities laws.

Respectfully submitted,

D.A. DAVIDSON & CO. FIXED INCOME CAPITAL MARKETS

A handwritten signature in blue ink, appearing to read "Zach Bishop", with a stylized flourish extending from the end.

Zach Bishop

Managing Director, Public Finance

HESS RANCH METROPOLITAN DISTRICT NOS. 1-3
TO BE KNOWN AS TRAILS AT CROWFOOT METROPOLITAN DISTRICT Nos. 1-3

Dev. Projection at \$7,000 (target) District Mills + 5,000 Infrastructure Capital Mills + 5,000 Town Capital & Maint. Mills for Debt Service -- 05/03/2019

Series 2020, G.O. Bonds, Non-Rated, 100x, 40-yr. Maturity -- SERVICE PLAN

YEAR	<<<<<<< Residential >>>>>>>			< Platted/Developed Lots >			<<<<<<<<< Commercial >>>>>>>>>			Total Assessed Value	District D/S Mill Levy [57,000 Target] [57,000 Cap]	District D/S Mill Levy Collections @ 98%	District S.O. Taxes Collected @ 6%	Infra. Capital Mill Levy [5,000 Mills]	Regional Mill Levy Collections @ 98%	Regional S.O. Taxes Collected @ 6%	Town Cap. & Maint. Mill Levy [5,000 Mills]	Regional Mill Levy Collections @ 98%	Regional S.O. Taxes Collected @ 6%	Total Available Revenue
	Total Res't Units	Mkt Value Biennial Reasses'mt @ 4.0%	Cumulative Market Value	As'ed Value @ 7.20% of Market (2-yr lag)	Cumulative Market Value	As'ed Value @ 29.00% of Market (2-yr lag)	Total Comm'l Sq. Ft.	Mkt Value Biennial Reasses'mt @ 4.0%	Cumulative Market Value											
2017	0	0	0	0	0	0	0	0	0											
2018	0	0	0	0	0	0	0	0	0											
2019	0	0	0	0	0	0	0	0	0											
2020	200	0	107,941,500	0	15,887,500	0	0	0	0	0	57,000	\$0	\$0	5,000	\$0	\$0	5,000	\$0	\$0	0
2021	300	0	273,235,050	0	15,887,500	3,068,925	0	0	0	3,068,925	57,000	171,430	10,286	5,000	15,038	902	5,000	15,038	902	213,596
2022	300	10,929,402	452,763,873	7,771,788	6,447,500	4,607,375	0	0	0	12,379,163	57,000	691,500	41,490	5,000	60,658	3,639	5,000	60,658	3,639	861,585
2023	90	0	505,234,772	19,672,924	0	4,607,375	80,000	0	0	24,280,299	57,000	1,356,297	81,378	5,000	118,973	7,138	5,000	118,973	7,138	1,689,899
2024	0	20,209,391	525,444,163	32,598,999	0	1,889,775	0	692,757	18,011,671	34,468,774	57,000	1,925,426	115,526	5,000	168,897	10,134	5,000	168,897	10,134	2,399,013
2025	0	0	525,444,163	36,376,904	0	0	0	0	18,011,671	5,022,485	57,000	2,312,570	138,754	5,000	202,857	12,171	5,000	202,857	12,171	2,881,381
2026	0	21,017,767	546,461,929	37,831,980	0	0	0	720,467	18,732,138	5,223,385	57,000	2,405,073	144,304	5,000	210,971	12,658	5,000	210,971	12,658	2,996,636
2027	0	0	546,461,929	37,831,980	0	0	0	0	18,732,138	5,432,320	57,000	2,405,073	144,304	5,000	210,971	12,658	5,000	210,971	12,658	2,996,636
2028	0	21,858,477	568,320,407	39,345,259	0	0	0	749,286	19,481,424	5,432,320	57,000	2,501,276	150,077	5,000	219,410	13,165	5,000	219,410	13,165	3,116,502
2029	0	0	568,320,407	39,345,259	0	0	0	0	19,481,424	5,432,320	57,000	2,501,276	150,077	5,000	219,410	13,165	5,000	219,410	13,165	3,116,502
2030	0	22,732,816	591,053,223	40,919,069	0	0	0	779,257	20,260,680	5,649,613	57,000	2,601,327	156,080	5,000	228,187	13,691	5,000	228,187	13,691	3,241,162
2031	0	0	591,053,223	40,919,069	0	0	0	0	20,260,680	5,649,613	57,000	2,601,327	156,080	5,000	228,187	13,691	5,000	228,187	13,691	3,241,162
2032	0	23,642,129	614,695,352	42,555,832	0	0	0	810,427	21,071,108	5,875,597	57,000	2,705,380	162,323	5,000	237,314	14,239	5,000	237,314	14,239	3,370,808
2033	0	0	614,695,352	42,555,832	0	0	0	0	21,071,108	5,875,597	57,000	2,705,380	162,323	5,000	237,314	14,239	5,000	237,314	14,239	3,370,808
2034	0	24,587,814	639,283,166	44,258,065	0	0	0	842,844	21,913,952	6,110,621	57,000	2,813,595	168,816	5,000	246,807	14,808	5,000	246,807	14,808	3,505,640
2035	0	0	639,283,166	44,258,065	0	0	0	0	21,913,952	6,110,621	57,000	2,813,595	168,816	5,000	246,807	14,808	5,000	246,807	14,808	3,505,640
2036	0	25,571,327	664,854,492	46,028,388	0	0	0	876,558	22,790,510	6,355,046	57,000	2,926,139	175,568	5,000	256,679	15,401	5,000	256,679	15,401	3,645,866
2037	0	0	664,854,492	46,028,388	0	0	0	0	22,790,510	6,355,046	57,000	2,926,139	175,568	5,000	256,679	15,401	5,000	256,679	15,401	3,645,866
2038	0	26,594,180	691,448,672	47,869,523	0	0	0	911,620	23,702,130	6,609,248	57,000	3,043,184	182,591	5,000	266,946	16,017	5,000	266,946	16,017	3,791,701
2039	0	0	691,448,672	47,869,523	0	0	0	0	23,702,130	6,609,248	57,000	3,043,184	182,591	5,000	266,946	16,017	5,000	266,946	16,017	3,791,701
2040	0	27,657,947	719,106,619	49,784,304	0	0	0	948,085	24,650,216	6,873,618	57,000	3,164,912	189,895	5,000	277,624	16,657	5,000	277,624	16,657	3,943,369
2041	0	0	719,106,619	49,784,304	0	0	0	0	24,650,216	6,873,618	57,000	3,164,912	189,895	5,000	277,624	16,657	5,000	277,624	16,657	3,943,369
2042	0	28,764,265	747,870,884	51,775,677	0	0	0	986,009	25,636,224	7,148,563	57,000	3,291,508	197,490	5,000	288,729	17,324	5,000	288,729	17,324	4,101,103
2043	0	0	747,870,884	51,775,677	0	0	0	0	25,636,224	7,148,563	57,000	3,291,508	197,490	5,000	288,729	17,324	5,000	288,729	17,324	4,101,103
2044	0	29,914,835	777,785,719	53,846,704	0	0	0	1,025,449	26,661,673	7,434,505	57,000	3,423,168	205,390	5,000	300,278	18,017	5,000	300,278	18,017	4,265,148
2045	0	0	777,785,719	53,846,704	0	0	0	0	26,661,673	7,434,505	57,000	3,423,168	205,390	5,000	300,278	18,017	5,000	300,278	18,017	4,265,148
2046	0	31,111,429	808,897,148	56,000,572	0	0	0	1,066,467	27,728,140	7,731,885	57,000	3,560,095	213,606	5,000	312,289	18,737	5,000	312,289	18,737	4,435,754
2047	0	0	808,897,148	56,000,572	0	0	0	0	27,728,140	7,731,885	57,000	3,560,095	213,606	5,000	312,289	18,737	5,000	312,289	18,737	4,435,754
2048	0	32,355,886	841,253,034	58,240,595	0	0	0	1,109,126	28,837,266	8,041,161	57,000	3,702,499	222,150	5,000	324,781	19,487	5,000	324,781	19,487	4,613,184
2049	0	0	841,253,034	58,240,595	0	0	0	0	28,837,266	8,041,161	57,000	3,702,499	222,150	5,000	324,781	19,487	5,000	324,781	19,487	4,613,184
2050	0	33,650,121	874,903,155	60,570,218	0	0	0	1,153,491	29,990,756	8,362,807	57,000	3,850,599	231,036	5,000	337,772	20,266	5,000	337,772	20,266	4,797,711
2051	0	0	874,903,155	60,570,218	0	0	0	0	29,990,756	8,362,807	57,000	3,850,599	231,036	5,000	337,772	20,266	5,000	337,772	20,266	4,797,711
2052	0	34,996,126	909,899,281	62,993,027	0	0	0	1,199,630	31,190,387	8,697,319	57,000	4,004,623	240,277	5,000	351,283	21,077	5,000	351,283	21,077	4,989,619
2053	0	0	909,899,281	62,993,027	0	0	0	0	31,190,387	8,697,319	57,000	4,004,623	240,277	5,000	351,283	21,077	5,000	351,283	21,077	4,989,619
2054	0	36,395,971	946,295,253	65,512,748	0	0	0	1,247,615	32,438,002	9,045,212	57,000	4,164,808	249,888	5,000	365,334	21,920	5,000	365,334	21,920	5,189,204
2055	0	0	946,295,253	65,512,748	0	0	0	0	32,438,002	9,045,212	57,000	4,164,808	249,888	5,000	365,334	21,920	5,000	365,334	21,920	5,189,204
2056	0	37,851,810	984,147,063	68,133,258	0	0	0	1,297,520	33,735,522	9,407,021	57,000	4,331,400	259,884	5,000	379,947	22,797	5,000	379,947	22,797	5,396,772
2057	0	0	984,147,063	68,133,258	0	0	0	0	33,735,522	9,407,021	57,000	4,331,400	259,884	5,000	379,947	22,797	5,000	379,947	22,797	5,396,772
2058	0	39,365,883	1,023,512,945	70,858,589	0	0	0	1,349,421	35,084,943	9,783,301	57,000	4,504,656	270,279	5,000	395,145	23,709	5,000	395,145	23,709	5,612,843
2059	0	0	1,023,512,945	70,858,589	0	0	0	0	35,084,943	9,783,301	57,000	4,504,656	270,279	5,000	395,145	23,709	5,000	395,145	23,709	5,612,843
2060	0	40,940,518	1,064,453,463	73,692,932	0	0	0	1,403,398	36,488,341	10,174,634	57,000	4,684,842	281,091	5,000	410,951	24,657	5,000	410,951	24,657	5,837,149
	890	570,148,093					80,000	19,169,426				125,130,543	7,507,833		10,976,363	658,582		10,976,363	658,582	155,908,267

HESS RANCH METROPOLITAN DISTRICT NOS. 1-3

TO BE KNOWN AS TRAILS AT CROWFOOT METROPOLITAN DISTRICT NOS. 1-3

Dev. Projection at 57.000 (target) District Mills + 5.000 Infrastructure Capital Mills + 5.000 Town Capital & Maint. Mills for Debt Service -- 05/03/2019

Series 2020, G.O. Bonds, Non-Rated, 100x, 40-yr. Maturity -- SERVICE PLAN

YEAR	Net Available for Debt Svc @ 100%	Ser. 2020A \$72,055,000 Par [Net \$57,491 MM] Net Debt Service	Annual Surplus	Surplus Release @	Cumulative Surplus	Snr. Debt/ Assessed Ratio	Snr. Debt/ Act'l Value Ratio	Cov. of Net DS: @ District + Infra. Capital + Town C&M + Cum. Surplus Bal.
2017				n/a				
2018				n/a				
2019	\$0			n/a				0%
2020	0	\$0	\$0		0	2348%	25%	0%
2021	213,596	0	213,596	0	213,596	582%	16%	0%
2022	861,585	0	861,585	0	1,075,181	297%	14%	0%
2023	1,689,899	1,513,155	176,744	0	1,251,925	209%	13%	194%
2024	2,399,013	3,026,310	(627,297)	0	624,628	174%	13%	100%
2025	2,881,381	3,026,310	(144,929)	0	479,699	167%	13%	111%
2026	2,996,636	3,026,310	(29,674)	0	450,025	167%	13%	114%
2027	2,996,636	3,026,310	(29,674)	0	420,351	161%	12%	113%
2028	3,116,502	3,116,310	192	0	420,542	161%	12%	114%
2029	3,116,502	3,112,530	3,972	0	424,514	154%	12%	114%
2030	3,241,162	3,238,750	2,412	0	426,926	154%	12%	113%
2031	3,241,162	3,239,510	1,652	0	428,577	147%	11%	113%
2032	3,370,808	3,369,850	958	0	429,535	147%	11%	113%
2033	3,370,808	3,369,310	1,498	0	431,034	140%	11%	113%
2034	3,505,640	3,503,140	2,500	0	433,534	139%	11%	112%
2035	3,505,640	3,500,670	4,970	0	438,504	133%	10%	113%
2036	3,645,866	3,642,360	3,506	0	442,010	131%	10%	112%
2037	3,645,866	3,642,120	3,746	0	445,757	125%	10%	112%
2038	3,791,701	3,790,620	1,081	0	446,837	123%	9%	112%
2039	3,791,701	3,791,560	141	0	446,978	117%	9%	112%
2040	3,943,369	3,940,820	2,549	0	449,527	115%	9%	112%
2041	3,943,369	3,942,100	1,269	0	450,795	108%	8%	112%
2042	4,101,103	4,096,280	4,823	0	455,619	106%	8%	111%
2043	4,101,103	4,096,850	4,253	0	459,872	99%	8%	111%
2044	4,265,148	4,264,900	248	0	460,120	97%	7%	111%
2045	4,265,148	4,263,290	1,858	0	461,978	90%	7%	111%
2046	4,435,754	4,433,740	2,014	0	463,991	87%	7%	111%
2047	4,435,754	4,433,900	1,854	0	465,845	80%	6%	111%
2048	4,613,184	4,610,490	2,694	0	468,538	77%	6%	110%
2049	4,613,184	4,610,950	2,234	0	470,772	70%	5%	110%
2050	4,797,711	4,797,210	501	0	471,273	66%	5%	110%
2051	4,797,711	4,796,290	1,421	0	472,694	60%	5%	110%
2052	4,989,619	4,985,540	4,079	0	476,773	55%	4%	110%
2053	4,989,619	4,986,770	2,849	0	479,623	49%	4%	110%
2054	5,189,204	5,187,330	1,874	0	481,497	44%	3%	109%
2055	5,189,204	5,188,610	594	0	482,091	37%	3%	109%
2056	5,396,772	5,393,380	3,392	0	485,484	32%	2%	109%
2057	5,396,772	5,392,820	3,952	0	489,436	25%	2%	109%
2058	5,612,643	5,609,910	2,733	0	492,169	19%	1%	109%
2059	5,612,643	5,610,200	2,443	0	494,613	13%	1%	109%
2060	5,837,149	5,834,766	2,383	496,996	0	0%	0%	100%
	155,908,267	155,411,271	496,996	496,996				

[1Apr1819 20nrspl]

HESS RANCH METROPOLITAN DISTRICT NOS. 1-3
TO BE KNOWN AS TRAILS AT CROWFOOT METROPOLITAN DISTRICT NOS. 1-3
Operations Revenue and Expense Projection -- 05/03/2019

YEAR	Total Assessed Value	Operations Mill Levy	Total Collections @ 98%	S.O. Taxes Collected @ 6%	Total Available For O&M	Total Mills
2017						
2018						
2019	0	10.000	\$0	\$0	\$0	77.000
2020	0	10.000	0	0	0	77.000
2021	3,068,925	10.000	30,075	1,805	31,880	77.000
2022	12,379,163	10.000	121,316	7,279	128,595	77.000
2023	24,280,299	10.000	237,947	14,277	252,224	77.000
2024	34,468,774	10.000	337,794	20,268	358,062	77.000
2025	41,399,389	10.000	405,714	24,343	430,057	77.000
2026	43,055,364	10.000	421,943	25,317	447,259	77.000
2027	43,055,364	10.000	421,943	25,317	447,259	77.000
2028	44,777,579	10.000	438,820	26,329	465,149	77.000
2029	44,777,579	10.000	438,820	26,329	465,149	77.000
2030	46,568,682	10.000	456,373	27,382	483,755	77.000
2031	46,568,682	10.000	456,373	27,382	483,755	77.000
2032	48,431,429	10.000	474,628	28,478	503,106	77.000
2033	48,431,429	10.000	474,628	28,478	503,106	77.000
2034	50,368,687	10.000	493,613	29,617	523,230	77.000
2035	50,368,687	10.000	493,613	29,617	523,230	77.000
2036	52,383,434	10.000	513,358	30,801	544,159	77.000
2037	52,383,434	10.000	513,358	30,801	544,159	77.000
2038	54,478,771	10.000	533,892	32,034	565,925	77.000
2039	54,478,771	10.000	533,892	32,034	565,925	77.000
2040	56,657,922	10.000	555,248	33,315	588,562	77.000
2041	56,657,922	10.000	555,248	33,315	588,562	77.000
2042	58,924,239	10.000	577,458	34,647	612,105	77.000
2043	58,924,239	10.000	577,458	34,647	612,105	77.000
2044	61,281,209	10.000	600,556	36,033	636,589	77.000
2045	61,281,209	10.000	600,556	36,033	636,589	77.000
2046	63,732,457	10.000	624,578	37,475	662,053	77.000
2047	63,732,457	10.000	624,578	37,475	662,053	77.000
2048	66,281,755	10.000	649,561	38,974	688,535	77.000
2049	66,281,755	10.000	649,561	38,974	688,535	77.000
2050	68,933,026	10.000	675,544	40,533	716,076	77.000
2051	68,933,026	10.000	675,544	40,533	716,076	77.000
2052	71,690,347	10.000	702,565	42,154	744,719	77.000
2053	71,690,347	10.000	702,565	42,154	744,719	77.000
2054	74,557,960	10.000	730,668	43,840	774,508	77.000
2055	74,557,960	10.000	730,668	43,840	774,508	77.000
2056	77,540,279	10.000	759,895	45,594	805,488	77.000
2057	77,540,279	10.000	759,895	45,594	805,488	77.000
2058	80,641,890	10.000	790,291	47,417	837,708	77.000
2059	80,641,890	10.000	790,291	47,417	837,708	77.000
2060	83,867,566	10.000	821,902	49,314	871,216	77.000
			21,952,727	1,317,164	23,269,891	

HESS RANCH METROPOLITAN DISTRICT NOS. 1-3

TO BE KNOWN AS TRAILS AT CROWFOOT METROPOLITAN DISTRICT NOS. 1-3

Development Projection -- Buildout Plan (updated 4/17/19)

Residential Development															
YEAR	<u>SFDs 35'</u>					<u>SFDs 40'</u>					<u>SFDs 50'</u>				
	Incr/(Decr) in					Incr/(Decr) in					Incr/(Decr) in				
	Finished Lot					Finished Lot					Finished Lot				
	# Lots	Value @	# Units	Price	Market	# Lots	Value @	# Units	Price	Market	# Lots	Value @	# Units	Price	Market
	Devel'd	10%	84 target	Inflated @ 2%	Value	Devel'd	10%	244 target	Inflated @ 2%	Value	Devel'd	10%	277 target	Inflated @ 2%	Value
2017	0	0		\$425,000	0	0	0		\$500,000	0	0	0		\$550,000	0
2018	0	0		425,000	0	0	0		500,000	0	0	0		550,000	0
2019	19	807,500		425,000	0	55	2,750,000		500,000	0	61	3,355,000		550,000	0
2020	28	382,500	19	433,500	8,236,500	83	1,400,000	55	510,000	28,050,000	89	1,540,000	61	561,000	34,221,000
2021	28	0	28	442,170	12,380,760	83	0	83	520,200	43,176,600	89	0	89	572,220	50,927,580
2022	9	(807,500)	28	451,013	12,628,375	23	(3,000,000)	83	530,604	44,040,132	38	(2,805,000)	89	583,664	51,946,132
2023	0	(382,500)	9	460,034	4,140,303	0	(1,150,000)	23	541,216	12,447,970	0	(2,090,000)	38	595,338	22,622,832
2024	0	0	0	469,234	0	0	0	0	552,040	0	0	0	0	607,244	0
2025	0	0	0	478,619	0	0	0	0	563,081	0	0	0	0	619,389	0
2026	0	0	0	488,191	0	0	0	0	574,343	0	0	0	0	631,777	0
2027	0	0	0	497,955	0	0	0	0	585,830	0	0	0	0	644,413	0
2028	0	0	0	507,914	0	0	0	0	597,546	0	0	0	0	657,301	0
2029	0	0	0	518,073	0	0	0	0	609,497	0	0	0	0	670,447	0
2030	0	0	0	528,434	0	0	0	0	621,687	0	0	0	0	683,856	0
2031	0	0	0	539,003	0	0	0	0	634,121	0	0	0	0	697,533	0
2032	0	0	0	549,783	0	0	0	0	646,803	0	0	0	0	711,484	0
2033	0	0	0	560,778	0	0	0	0	659,739	0	0	0	0	725,713	0
2034	0	0	0	571,994	0	0	0	0	672,934	0	0	0	0	740,228	0
2035	0	0	0	583,434	0	0	0	0	686,393	0	0	0	0	755,032	0
2036	0	0	0	595,103	0	0	0	0	700,121	0	0	0	0	770,133	0
2037		0	0	607,005	0		0	0	714,123	0		0	0	785,535	0
	84	0	84		37,385,938	244	(0)	244		127,714,702	277	0	277		159,717,544

HESS RANCH METROPOLITAN DISTRICT NOS. 1-3

TO BE KNOWN AS TRAILS AT CROWFOOT METROPOLITAN DISTRICT NOS. 1-3

Development Projection -- Buildout Plan (updated 4/17/19)

																Residential Summary	
YEAR	<u>SFDs 60'</u>					<u>SFDs 70'</u>					<u>Duplex</u>					Total Residential Market Value	Total Res'l Units
	Incr/(Decr) in		# Units	Price		Incr/(Decr) in		# Units	Price		Incr/(Decr) in		# Units	Price			
	Finished Lot			Finished Lot		Finished Lot			Finished Lot		Finished Lot						
	# Lots	Value @	Completed	Inflated @	Market	# Lots	Value @	Completed	Inflated @	Market	# Lots	Value @	Completed	Inflated @	Market		
	Devel'd	10%	100 target	2%	Value	Devel'd	10%	49 target	2%	Value	Devel'd	10%	136 target	2%	Value		
2017	0	0		\$650,000	0	0	0		\$800,000	0	0	0		\$425,000	0	\$0	0
2018	0	0		650,000	0	0	0		800,000	0	0	0		425,000	0	0	0
2019	22	1,430,000		650,000	0	11	880,000		800,000	0	32	1,360,000		425,000	0	0	0
2020	34	780,000	22	663,000	14,586,000	17	480,000	11	816,000	8,976,000	49	722,500	32	433,500	13,872,000	107,941,500	200
2021	34	0	34	676,260	22,992,840	17	0	17	832,320	14,149,440	49	0	49	442,170	21,666,330	165,293,550	300
2022	10	(1,560,000)	34	689,785	23,452,697	4	(1,040,000)	17	848,966	14,432,429	6	(1,827,500)	49	451,013	22,099,657	168,599,421	300
2023	0	(650,000)	10	703,581	7,035,809	0	(320,000)	4	865,946	3,463,783	0	(255,000)	6	460,034	2,760,202	52,470,899	90
2024	0	0	0	717,653	0	0	0	0	883,265	0	0	0	0	469,234	0	0	0
2025	0	0	0	732,006	0	0	0	0	900,930	0	0	0	0	478,619	0	0	0
2026	0	0	0	746,646	0	0	0	0	918,949	0	0	0	0	488,191	0	0	0
2027	0	0	0	761,579	0	0	0	0	937,328	0	0	0	0	497,955	0	0	0
2028	0	0	0	776,810	0	0	0	0	956,074	0	0	0	0	507,914	0	0	0
2029	0	0	0	792,346	0	0	0	0	975,196	0	0	0	0	518,073	0	0	0
2030	0	0	0	808,193	0	0	0	0	994,699	0	0	0	0	528,434	0	0	0
2031	0	0	0	824,357	0	0	0	0	1,014,593	0	0	0	0	539,003	0	0	0
2032	0	0	0	840,844	0	0	0	0	1,034,885	0	0	0	0	549,783	0	0	0
2033	0	0	0	857,661	0	0	0	0	1,055,583	0	0	0	0	560,778	0	0	0
2034	0	0	0	874,814	0	0	0	0	1,076,695	0	0	0	0	571,994	0	0	0
2035	0	0	0	892,311	0	0	0	0	1,098,229	0	0	0	0	583,434	0	0	0
2036	0	0	0	910,157	0	0	0	0	1,120,193	0	0	0	0	595,103	0	0	0
2037		0	0	928,360	0		0	0	1,142,597	0		0	0	607,005	0	0	0
	100	(0)	100		68,067,346	49	0	49		41,021,652	136	(0)	136		60,398,189	494,305,370	890

HESS RANCH METROPOLITAN DISTRICT NOS. 1-3

TO BE KNOWN AS TRAILS AT CROWFOOT METROPOLITAN DISTRICT NOS. 1-3 Development

Projection -- Buildout Plan (updated 4/17/19)

YEAR	Commercial Development					Commercial Summary			
	<u>Comm'l (tbd)</u>							Annual Market Value	
	Incr/(Decr) in					Total	Total	of Platted/Developed Lots	
	SF	Finished Lot	Square Ft	per Sq Ft,	Market	Commercial	Commercial	Adjustment	Adjusted Value
	Devel'd	Value @	Completed	Inflated @	Value	Market Value	Sq Ft		
		10%	80,000	2%					
2017	0	0		\$200.00	\$0	0	0	0	0
2018	0	0		200.00	0	0	0	0	0
2019	0	0		200.00	0	0	0	0	10,582,500
2020	0	0		204.00	0	0	0	0	5,305,000
2021	0	0		208.08	0	0	0	0	0
2022	80,000	1,600,000		212.24	0	0	0	0	(9,440,000)
2023	0	(1,600,000)	80,000	216.49	17,318,915	17,318,915	80,000	0	(6,447,500)
2024	0	0	0	220.82	0	0	0	0	0
2025	0	0	0	225.23	0	0	0	0	0
2026	0	0	0	229.74	0	0	0	0	0
2027	0	0	0	234.33	0	0	0	0	0
2028	0	0	0	239.02	0	0	0	0	0
2029	0	0	0	243.80	0	0	0	0	0
2030	0	0	0	248.67	0	0	0	0	0
2031	0	0	0	253.65	0	0	0	0	0
2032	0	0	0	258.72	0	0	0	0	0
2033	0	0	0	263.90	0	0	0	0	0
2034	0	0	0	269.17	0	0	0	0	0
2035	0	0	0	274.56	0	0	0	0	0
2036	0	0	0	280.05	0	0	0	0	0
2037		0	0	285.65	0	0	0	0	0
	80,000	0	80,000		17,318,915	17,318,915	80,000	0	0

SOURCES AND USES OF FUNDS

HESS RANCH METROPOLITAN DISTRICT NOS. 1-3
TO BE KNOWN AS TRAILS AT CROWFOOT METROPOLITAN DISTRICT NOS. 1-3
GENERAL OBLIGATION BONDS, SERIES 2020
57.000 (target) District Mills + 5.000 Infrastructure Capital + 5.000 Town Cap. & Maint. Mills
Non-Rated, 100x, 2060 Final Maturity
(SERVICE PLAN: Full Growth + 4.00% Bi-Reassessment Projections)
[Preliminary -- for discussion only]

Dated Date	12/01/2020
Delivery Date	12/01/2020

Sources:

Bond Proceeds:	
Par Amount *	72,055,000.00
	72,055,000.00

Uses:

Project Fund Deposits:	
Project Fund	57,490,800.94
Other Fund Deposits:	
Capitalized Interest Fund	7,565,775.00
Debt Service Reserve Fund	5,257,324.06
	12,823,099.06
Cost of Issuance:	
Other Cost of Issuance	300,000.00
Delivery Date Expenses:	
Underwriter's Discount	1,441,100.00
	72,055,000.00

*Debt Limitation of \$90,068,750.

BOND PRICING

HESS RANCH METROPOLITAN DISTRICT NOS. 1-3
TO BE KNOWN AS TRAILS AT CROWFOOT METROPOLITAN DISTRICT NOS. 1-3
GENERAL OBLIGATION BONDS, SERIES 2020
57.000 (target) District Mills + 5.000 Infrastructure Capital + 5.000 Town Cap. & Maint. Mills
Non-Rate*d, 100x, 2060 Final Maturity
(SERVICE PLAN: Full Growth + 4.00% Bi-Reassessment Projections)
[Preliminary -- for discussion only]

Bond Component	Maturity Date	Amount	Rate*	Yield	Price
Term Bond due 2060:					
	12/01/2028	90,000	4.200%	4.200%	100.000
	12/01/2029	90,000	4.200%	4.200%	100.000
	12/01/2030	220,000	4.200%	4.200%	100.000
	12/01/2031	230,000	4.200%	4.200%	100.000
	12/01/2032	370,000	4.200%	4.200%	100.000
	12/01/2033	385,000	4.200%	4.200%	100.000
	12/01/2034	535,000	4.200%	4.200%	100.000
	12/01/2035	555,000	4.200%	4.200%	100.000
	12/01/2036	720,000	4.200%	4.200%	100.000
	12/01/2037	750,000	4.200%	4.200%	100.000
	12/01/2038	930,000	4.200%	4.200%	100.000
	12/01/2039	970,000	4.200%	4.200%	100.000
	12/01/2040	1,160,000	4.200%	4.200%	100.000
	12/01/2041	1,210,000	4.200%	4.200%	100.000
	12/01/2042	1,415,000	4.200%	4.200%	100.000
	12/01/2043	1,475,000	4.200%	4.200%	100.000
	12/01/2044	1,705,000	4.200%	4.200%	100.000
	12/01/2045	1,775,000	4.200%	4.200%	100.000
	12/01/2046	2,020,000	4.200%	4.200%	100.000
	12/01/2047	2,105,000	4.200%	4.200%	100.000
	12/01/2048	2,370,000	4.200%	4.200%	100.000
	12/01/2049	2,470,000	4.200%	4.200%	100.000
	12/01/2050	2,760,000	4.200%	4.200%	100.000
	12/01/2051	2,875,000	4.200%	4.200%	100.000
	12/01/2052	3,185,000	4.200%	4.200%	100.000
	12/01/2053	3,320,000	4.200%	4.200%	100.000
	12/01/2054	3,660,000	4.200%	4.200%	100.000
	12/01/2055	3,815,000	4.200%	4.200%	100.000
	12/01/2056	4,180,000	4.200%	4.200%	100.000
	12/01/2057	4,355,000	4.200%	4.200%	100.000
	12/01/2058	4,755,000	4.200%	4.200%	100.000
	12/01/2059	4,955,000	4.200%	4.200%	100.000
	12/01/2060	10,645,000	4.200%	4.200%	100.000
		72,055,000			

Dated Date	12/01/2020
Delivery Date	12/01/2020
First Coupon	06/01/2021

Par Amount	72,055,000.00
Original Issue Discount	

Production	72,055,000.00	100.000000%
Underwriter's Discount	-1,441,100.00	-2.000000%

Purchase Price	70,613,900.00	98.000000%
Accrued Interest		

Net Proceeds	70,613,900.00
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[*] 30 Year AAA MMD Index (4/4/2019) = 2.70% + 150bps.

BOND SUMMARY STATISTICS

HESS RANCH METROPOLITAN DISTRICT NOS. 1-3
TO BE KNOWN AS TRAILS AT CROWFOOT METROPOLITAN DISTRICT NOS. 1-3
GENERAL OBLIGATION BONDS, SERIES 2020
57.000 (target) District Mills + 5.000 Infrastructure Capital + 5.000 Town Cap. & Maint. Mills
Non-Rated, 100x, 2060 Final Maturity
(SERVICE PLAN: Full Growth + 4.00% Bi-Reassessment Projections)
[Preliminary -- for discussion only]

Dated Date	12/01/2020
Delivery Date	12/01/2020
First Coupon	06/01/2021
Last Maturity	12/01/2060
Arbitrage Yield	4.200000%
True Interest Cost (TIC)	4.318560%
Net Interest Cost (NIC)	4.200000%
All-In TIC	4.343693%
Average Coupon	4.200000%
Average Life (years)	31.781
Weighted Average Maturity (years)	31.781
Duration of Issue (years)	17.324
Par Amount	72,055,000.00
Bond Proceeds	72,055,000.00
Total Interest	96,179,370.00
Net Interest	97,620,470.00
Bond Years from Dated Date	2,289,985,000.00
Bond Years from Delivery Date	2,289,985,000.00
Total Debt Service	168,234,370.00
Maximum Annual Debt Service	11,092,090.00
Average Annual Debt Service	4,205,859.25
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	20.000000
Total Underwriter's Discount	20.000000
Bid Price	98.000000

Bond Component	Par Value	Price	Average Coupon	Average Life	Average Maturity Date	PV of 1 bp change
Term Bond due 2060	72,055,000.00	100.000	4.200%	31.781	09/12/2052	139,066.15
	72,055,000.00			31.781		139,066.15

	TIC	All-In TIC	Arbitrage Yield
Par Value	72,055,000.00	72,055,000.00	72,055,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount	-1,441,100.00	-1,441,100.00	
- Cost of Issuance Expense		-300,000.00	
- Other Amounts			
Target Value	70,613,900.00	70,313,900.00	72,055,000.00
Target Date	12/01/2020	12/01/2020	12/01/2020
Yield	4.318560%	4.343693%	4.200000%

BOND DEBT SERVICE

HESS RANCH METROPOLITAN DISTRICT NOS. 1-3
TO BE KNOWN AS TRAILS AT CROWFOOT METROPOLITAN DISTRICT NOS. 1-3
GENERAL OBLIGATION BONDS, SERIES 2020
57.000 (target) District Mills + 5.000 Infrastructure Capital + 5.000 Town Cap. & Maint. Mills
Non-Rated, 100x, 2060 Final Maturity
(SERVICE PLAN: Full Growth + 4.00% Bi-Reassessment Projections)
[Preliminary -- for discussion only]

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/01/2021			1,513,155	1,513,155	
12/01/2021			1,513,155	1,513,155	3,026,310
06/01/2022			1,513,155	1,513,155	
12/01/2022			1,513,155	1,513,155	3,026,310
06/01/2023			1,513,155	1,513,155	
12/01/2023			1,513,155	1,513,155	3,026,310
06/01/2024			1,513,155	1,513,155	
12/01/2024			1,513,155	1,513,155	3,026,310
06/01/2025			1,513,155	1,513,155	
12/01/2025			1,513,155	1,513,155	3,026,310
06/01/2026			1,513,155	1,513,155	
12/01/2026			1,513,155	1,513,155	3,026,310
06/01/2027			1,513,155	1,513,155	
12/01/2027			1,513,155	1,513,155	3,026,310
06/01/2028			1,513,155	1,513,155	
12/01/2028	90,000	4.200%	1,513,155	1,603,155	3,116,310
06/01/2029			1,511,265	1,511,265	
12/01/2029	90,000	4.200%	1,511,265	1,601,265	3,112,530
06/01/2030			1,509,375	1,509,375	
12/01/2030	220,000	4.200%	1,509,375	1,729,375	3,238,750
06/01/2031			1,504,755	1,504,755	
12/01/2031	230,000	4.200%	1,504,755	1,734,755	3,239,510
06/01/2032			1,499,925	1,499,925	
12/01/2032	370,000	4.200%	1,499,925	1,869,925	3,369,850
06/01/2033			1,492,155	1,492,155	
12/01/2033	385,000	4.200%	1,492,155	1,877,155	3,369,310
06/01/2034			1,484,070	1,484,070	
12/01/2034	535,000	4.200%	1,484,070	2,019,070	3,503,140
06/01/2035			1,472,835	1,472,835	
12/01/2035	555,000	4.200%	1,472,835	2,027,835	3,500,670
06/01/2036			1,461,180	1,461,180	
12/01/2036	720,000	4.200%	1,461,180	2,181,180	3,642,360
06/01/2037			1,446,060	1,446,060	
12/01/2037	750,000	4.200%	1,446,060	2,196,060	3,642,120
06/01/2038			1,430,310	1,430,310	
12/01/2038	930,000	4.200%	1,430,310	2,360,310	3,790,620
06/01/2039			1,410,780	1,410,780	
12/01/2039	970,000	4.200%	1,410,780	2,380,780	3,791,560
06/01/2040			1,390,410	1,390,410	
12/01/2040	1,160,000	4.200%	1,390,410	2,550,410	3,940,820
06/01/2041			1,366,050	1,366,050	
12/01/2041	1,210,000	4.200%	1,366,050	2,576,050	3,942,100
06/01/2042			1,340,640	1,340,640	
12/01/2042	1,415,000	4.200%	1,340,640	2,755,640	4,096,280
06/01/2043			1,310,925	1,310,925	
12/01/2043	1,475,000	4.200%	1,310,925	2,785,925	4,096,850
06/01/2044			1,279,950	1,279,950	
12/01/2044	1,705,000	4.200%	1,279,950	2,984,950	4,264,900
06/01/2045			1,244,145	1,244,145	
12/01/2045	1,775,000	4.200%	1,244,145	3,019,145	4,263,290
06/01/2046			1,206,870	1,206,870	
12/01/2046	2,020,000	4.200%	1,206,870	3,226,870	4,433,740
06/01/2047			1,164,450	1,164,450	
12/01/2047	2,105,000	4.200%	1,164,450	3,269,450	4,433,900
06/01/2048			1,120,245	1,120,245	
12/01/2048	2,370,000	4.200%	1,120,245	3,490,245	4,610,490
06/01/2049			1,070,475	1,070,475	
12/01/2049	2,470,000	4.200%	1,070,475	3,540,475	4,610,950
06/01/2050			1,018,605	1,018,605	
12/01/2050	2,760,000	4.200%	1,018,605	3,778,605	4,797,210
06/01/2051			960,645	960,645	
12/01/2051	2,875,000	4.200%	960,645	3,835,645	4,796,290
06/01/2052			900,270	900,270	
12/01/2052	3,185,000	4.200%	900,270	4,085,270	4,985,540
06/01/2053			833,385	833,385	
12/01/2053	3,320,000	4.200%	833,385	4,153,385	4,986,770
06/01/2054			763,665	763,665	
12/01/2054	3,660,000	4.200%	763,665	4,423,665	5,187,330
06/01/2055			686,805	686,805	
12/01/2055	3,815,000	4.200%	686,805	4,501,805	5,188,610

BOND DEBT SERVICE

**HESS RANCH METROPOLITAN DISTRICT NOS. 1-3
TO BE KNOWN AS TRAILS AT CROWFOOT METROPOLITAN DISTRICT NOS. 1-3
GENERAL OBLIGATION BONDS, SERIES 2020
57.000 (target) District Mills + 5.000 Infrastructure Capital + 5.000 Town Cap. & Maint. Mills
Non-Rated, 100x, 2060 Final Maturity
(SERVICE PLAN: Full Growth + 4.00% Bi-Reassessment Projections)
[Preliminary -- for discussion only]**

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/01/2056			606,690	606,690	
12/01/2056	4,180,000	4.200%	606,690	4,786,690	5,393,380
06/01/2057			518,910	518,910	
12/01/2057	4,355,000	4.200%	518,910	4,873,910	5,392,820
06/01/2058			427,455	427,455	
12/01/2058	4,755,000	4.200%	427,455	5,182,455	5,609,910
06/01/2059			327,600	327,600	
12/01/2059	4,955,000	4.200%	327,600	5,282,600	5,610,200
06/01/2060			223,545	223,545	
12/01/2060	10,645,000	4.200%	223,545	10,868,545	11,092,090
	72,055,000		96,179,370	168,234,370	168,234,370

NET DEBT SERVICE

HESS RANCH METROPOLITAN DISTRICT NOS. 1-3
TO BE KNOWN AS TRAILS AT CROWFOOT METROPOLITAN DISTRICT NOS. 1-3
GENERAL OBLIGATION BONDS, SERIES 2020
57.000 (target) District Mills + 5.000 Infrastructure Capital + 5.000 Town Cap. & Maint. Mills
Non-Rated, 100x, 2060 Final Maturity
(SERVICE PLAN: Full Growth + 4.00% Bi-Reassessment Projections)
[Preliminary -- for discussion only]

Period Ending	Principal	Interest	Total Debt Service	Debt Service Reserve Fund	Capitalized Interest Fund	Net Debt Service
12/01/2021		3,026,310	3,026,310		3,026,310	
12/01/2022		3,026,310	3,026,310		3,026,310	
12/01/2023		3,026,310	3,026,310		1,513,155	1,513,155.00
12/01/2024		3,026,310	3,026,310			3,026,310.00
12/01/2025		3,026,310	3,026,310			3,026,310.00
12/01/2026		3,026,310	3,026,310			3,026,310.00
12/01/2027		3,026,310	3,026,310			3,026,310.00
12/01/2028	90,000	3,026,310	3,116,310			3,116,310.00
12/01/2029	90,000	3,022,530	3,112,530			3,112,530.00
12/01/2030	220,000	3,018,750	3,238,750			3,238,750.00
12/01/2031	230,000	3,009,510	3,239,510			3,239,510.00
12/01/2032	370,000	2,999,850	3,369,850			3,369,850.00
12/01/2033	385,000	2,984,310	3,369,310			3,369,310.00
12/01/2034	535,000	2,968,140	3,503,140			3,503,140.00
12/01/2035	555,000	2,945,670	3,500,670			3,500,670.00
12/01/2036	720,000	2,922,360	3,642,360			3,642,360.00
12/01/2037	750,000	2,892,120	3,642,120			3,642,120.00
12/01/2038	930,000	2,860,620	3,790,620			3,790,620.00
12/01/2039	970,000	2,821,560	3,791,560			3,791,560.00
12/01/2040	1,160,000	2,780,820	3,940,820			3,940,820.00
12/01/2041	1,210,000	2,732,100	3,942,100			3,942,100.00
12/01/2042	1,415,000	2,681,280	4,096,280			4,096,280.00
12/01/2043	1,475,000	2,621,850	4,096,850			4,096,850.00
12/01/2044	1,705,000	2,559,900	4,264,900			4,264,900.00
12/01/2045	1,775,000	2,488,290	4,263,290			4,263,290.00
12/01/2046	2,020,000	2,413,740	4,433,740			4,433,740.00
12/01/2047	2,105,000	2,328,900	4,433,900			4,433,900.00
12/01/2048	2,370,000	2,240,490	4,610,490			4,610,490.00
12/01/2049	2,470,000	2,140,950	4,610,950			4,610,950.00
12/01/2050	2,760,000	2,037,210	4,797,210			4,797,210.00
12/01/2051	2,875,000	1,921,290	4,796,290			4,796,290.00
12/01/2052	3,185,000	1,800,540	4,985,540			4,985,540.00
12/01/2053	3,320,000	1,666,770	4,986,770			4,986,770.00
12/01/2054	3,660,000	1,527,330	5,187,330			5,187,330.00
12/01/2055	3,815,000	1,373,610	5,188,610			5,188,610.00
12/01/2056	4,180,000	1,213,380	5,393,380			5,393,380.00
12/01/2057	4,355,000	1,037,820	5,392,820			5,392,820.00
12/01/2058	4,755,000	854,910	5,609,910			5,609,910.00
12/01/2059	4,955,000	655,200	5,610,200			5,610,200.00
12/01/2060	10,645,000	447,090	11,092,090	5,257,324.06		5,834,765.94
	72,055,000	96,179,370	168,234,370	5,257,324.06	7,565,775	155,411,270.94

EXHIBIT G

Indemnification Letters

June 17, 2019

Town of Parker
20120 E. Mainstreet
Parker, CO 80138-7334

**RE: Hess Ranch Metropolitan District No. 2, to be known as Trails at Crowfoot
Metropolitan District No. 2**

To the Town Council:

This Indemnification Letter (the "Letter") is delivered by the Hess Ranch Metropolitan District No. 2, to be known as Trails at Crowfoot Metropolitan District No. 2 (the "District") in order to comply with the Amended and Restated Service Plan approved by the Town on June 17, 2019, including all amendments heretofore or hereafter made thereto (the "Service Plan") for the District. The District, for and on behalf of itself and its transferees, successors and assigns, represents, warrants, covenants and agrees to and for the benefit of the Town as follows:

1. The District hereby waives and releases any present or future claims it might have against the Town or the Town's elected or appointed officers, employees, agents, contractors or insurers (the "Released Persons") in any manner related to or connected with the Service Plan or any action or omission with respect thereto. To the fullest extent permitted by law, the District hereby agrees to indemnify and hold harmless the Released Persons from and against any and all liabilities resulting from any and all claims, demands, suits, actions or other proceedings of whatsoever kind or nature made or brought by any third party, including attorneys' fees and expenses and court costs, which directly or indirectly or purportedly arise out of or are in any manner related to or connected with any of the following: (a) the Service Plan or any document or instrument contained or referred to therein; or (b) the formation of the District; or (c) any actions or omissions of the District, HR935, LLC (the "Developer"), or their agents, in connection with the District, including, without limitation, any actions or omissions of the District or Developer, or their agents, in relation to any bonds or other financial obligations of the District or any offering documents or other disclosures made in connection therewith. The District further agrees to investigate, handle, respond to and to provide defense for and defend against, or at the Town's option to pay the attorneys' fees and expenses for counsel of the Town's choice for any such liabilities, claims, demands, suits, actions or other proceedings.

2. It is understood and agreed that neither the District nor the Town waives or intends to waive the monetary limits (presently \$387,000 per person and \$1,093,000 per occurrence) or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., as from time to time amended, or otherwise available to the Town, the District, its officers, or its employees.

3. The District hereby consents to the Debt Instrument Disclosure Requirements as set forth Section VI.F of the Service Plan, acknowledges the Town's right to modify the required disclosures, and waives and releases the Town from any claims the District might have based on

or relating to the use of or any statements made or to be made in such disclosures (including any modifications thereto).

3. This Letter has been duly authorized and executed on behalf of the District.

Very truly yours,

Hess Ranch Metropolitan District No. 2, to be
known as Trails at Crowfoot Metropolitan
District No. 2

By: _____
President

Attest:

By:


Secretary

June 17, 2019

Town of Parker
20120 E. Mainstreet
Parker, CO 80138-7334

**RE: Hess Ranch Metropolitan District No. 2, to be known as Trails at Crowfoot
Metropolitan District No. 2**

To the Town Council:

This Indemnification Letter (the “Letter”) is delivered by the undersigned (the “Developer”) in connection with the review by the Town of Parker (the “Town”) of the Amended and Restated Service Plan approved by the Town on June 17, 2019, including all amendments heretofore or hereafter made thereto (the “Service Plan”) for the Hess Ranch Metropolitan District No. 2, to be known as Trails at Crowfoot Metropolitan District No. 2 (the “District”). Developer, for and on behalf of itself and its transferees, successors and assigns, represents, warrants, covenants and agrees to and for the benefit of the Town as follows:

1. Developer hereby waives and releases any present or future claims it might have against the Town or the Town’s elected or appointed officers, employees, agents, contractors or insurers (the “Released Persons”) in any manner related to or connected with the Service Plan or any action or omission with respect thereto. Developer further hereby agrees to indemnify and hold harmless the Released Persons from and against any and all liabilities resulting from any and all claims, demands, suits, actions or other proceedings of whatsoever kind or nature made or brought by any third party, including attorneys’ fees and expenses and court costs, which directly or indirectly or purportedly arise out of or are in any manner related to or connected with any of the following: (a) the Service Plan or any document or instrument contained or referred to therein; or (b) the formation of the District; or (c) any actions or omissions of the Developer or the District, or their agents, in connection with the District, including, without limitation, any actions or omissions of the Developer or District, or their agents, in relation to any bonds or other financial obligations of the District or any offering documents or other disclosures made in connection therewith. Developer further agrees to investigate, handle, respond to and to provide defense for and defend against, or at the Town’s option to pay the attorneys’ fees and expenses for counsel of the Town’s choice for any such liabilities, claims, demands, suits, actions or other proceedings.

2. Developer hereby consents to the Debt Instrument Disclosure Requirements as set forth Section VI.F of the Service Plan, acknowledges the Town’s right to modify the required disclosures, and waives and releases the Town from any claims Developer might have based on or relating to the use of or any statements made or to be made in such disclosures (including any modifications thereto).

3. This Letter has been duly authorized and executed on behalf of Developer.

Very truly yours,

HR935, LLC, a Colorado limited liability
company. Developer

By: 

Title: Manager

EXHIBIT H

Intergovernmental Agreement

**AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT
BETWEEN THE TOWN OF PARKER, COLORADO AND
HESS RANCH METROPOLITAN DISTRICT NO. 2
(TO BE KNOWN AS TRAILS AT CROWFOOT METROPOLITAN DISTRICT NO. 2)**

THIS AGREEMENT (the “Agreement”) is made and entered into as of this 17th day of June, 2019, by and between the TOWN OF PARKER, a home rule municipal corporation of the State of Colorado (the “Town”), and the HESS RANCH METROPOLITAN DISTRICT NO. 2 (to be known as TRAILS AT CROWFOOT METROPOLITAN DISTRICT NO. 2), a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”). The Town and the District are collectively referred to as the Parties.

WITNESSETH:

WHEREAS, C.R.S. § 29-1-203 authorizes the Parties to cooperate and contract with one another regarding functions, services and facilities each is authorized to provide; and

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District’s Amended and Restated Service Plan approved by the Town on June 17, 2019 (the “Service Plan”); and

WHEREAS, the Service Plan makes reference to the execution of an intergovernmental agreement between the Town and the District, as required by Chapter 10.11 of the Town Code; and

WHEREAS, the Town entered into that certain Subdivision Agreement (Trails at Crowfoot Filing No. 1 with HR935, LLC (the “Developer”) on October 3, 2018, (the “Development Agreement”), which provides for public improvements that are necessary and desirable for the development contemplated by the Development Agreement; and

WHEREAS, specific regional improvements were identified in the Service Plan and Development Agreement, and as more particularly set forth on Exhibit A (the “Regional Infrastructure”), which Regional Infrastructure the Town has determined is necessary or desirable in connection with the impacts of the development of the Property; and

WHEREAS, pursuant to the Development Agreement, the Town is responsible for constructing and owning the Regional Infrastructure, and the Developer is responsible for providing funding for the construction of the Regional Infrastructure; and

WHEREAS, in accordance with the provisions of the Service Plan, the District has agreed to levy a property tax of 5 mills that will be used for the planning, design and construction of the Regional Infrastructure (the “Infrastructure Capital Mill Levy”), and the District has conducted, or will conduct, an election under Article X, Section 20 of the Colorado Constitution (“TABOR”) to enable it to impose the Infrastructure Capital Mill Levy and to issue debt repayable, in whole or in part, from the Infrastructure Capital Mill Levy; and

WHEREAS, the parties to this Agreement acknowledge the need for the Regional Infrastructure in order to accomplish the comprehensive development of the property located within the District's service area (the "Property"); and

WHEREAS, the parties further acknowledge that the Town will also have certain infrastructure capital and maintenance needs resulting from the development of the Property (the "Town Infrastructure"); and

WHEREAS, in accordance with the provisions of the Service Plan, the District has agreed to levy a property tax of 5 mills that will be used for the planning, design, construction and maintenance of the Town Infrastructure (the "Town Capital and Maintenance Mill Levy"), and the District has conducted, or will conduct, an election under TABOR to enable it to impose the Town Capital and Maintenance Mill Levy; and

WHEREAS, the parties further acknowledge that the District will have certain ongoing administrative and operating obligations, as well as regional maintenance obligations with regard to the Regional Infrastructure, and in accordance with the provisions of the Service Plan, the District has agreed to levy a property tax of up to 10 mills (the "Operation and Maintenance Mill Levy") for such purposes; and

WHEREAS, the Town has approved the final plat for the Property; and

WHEREAS, the Town and the District previously entered into that certain Intergovernmental Agreement with Hess Ranch Metropolitan District Nos. 1-8 dated August 15, 2016, as amended by that First Amendment to Intergovernmental Agreement among the Town and Hess Ranch Metropolitan District Nos. 1-3 dated March 6, 2017 (as amended, the "Original IGA") which Original IGA governed the relationship among the Parties; and

WHEREAS, the Parties have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Agreement ("Agreement") to replace and supersede in its entirety the Original IGA in order to address the utilization of the various mill levies as well as certain other matters related to the organization, powers and authorities of the District; and

WHEREAS, any capitalized term not specifically defined in this Agreement shall have that meaning as set forth in the Service Plan; and

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Infrastructure Capital Mill Levy. The District agrees to impose a property tax of 5 mills that shall be used for the planning, design and construction of the Regional Infrastructure. The utilization of the Infrastructure Capital Mill Levy is set forth on Exhibit A to this Agreement.

2. Town Capital and Maintenance Mill Levy. The District agrees to impose a property tax of 5 mills that shall be used for the planning, design, construction and/or

maintenance of the Town Infrastructure. The utilization of the Infrastructure Capital Mill Levy is set forth on Exhibit B to this Agreement.

3. Operation and Maintenance Mill Levy. The District agrees to impose a property tax of up to 10 mills which shall be retained and used by the District for the ongoing administrative and operating expenses of the District and for the maintenance of certain of the Regional Infrastructure, as set forth on Exhibit C to this Agreement.

4. General Provisions Applicable to the Mill Levies. The Infrastructure Capital Mill Levy and the Town Capital and Maintenance Mill Levy shall be imposed by the District beginning the first year the District certifies a Maximum Debt Mill Levy and shall be subject to the Mill Levy Adjustment. The Operation and Maintenance Mill Levy shall be imposed by the District at the District's discretion but in a manner that will enable the District to perform its administrative and operating obligations and its maintenance obligations in connection with the Regional Infrastructure in a timely and adequate manner. The District acknowledges and agrees that requirement to levy the Infrastructure Capital Mill Levy, the Town Capital and Maintenance Mill Levy and the Operation and Maintenance Mill Levy (together, the "Mill Levies") is a material consideration in, and a condition of, the Town's approval of the District's Service Plan, and that the Town has relied thereon in approving the District's Service Plan. The District specifically agrees that the requirement that the District impose the Mill Levies and to utilize the funds as set forth in this Agreement shall be enforceable by the Town by all remedies available at law or in equity, including without limitation affirmative injunctive relief. The District represents and warrants that it has obtained, or will obtain, all voter authorizations to enable it to impose the Mill Levies, and to pledge the revenues from the Infrastructure Capital Mill Levy and the Town Capital and Maintenance Mill Levy to the repayment of debt issued by either the District or the Town, if and as applicable.

The District shall remit any revenues from the Infrastructure Capital Mill Levy or Town Capital and Maintenance Mill Levy that are due to the Town no later than 30 days after receipt of the same, and the Town shall deposit and maintain any revenues in a separate fund earmarked specifically for use only as set forth in this Agreement (the "Hess Ranch Metropolitan District No. 2 Fund"). The monies in the Hess Ranch Metropolitan District No. 2 Fund shall be applied to any design, planning, engineering, surveying, construction management, labor, materials, operations and administrative costs related to construction of the Regional Infrastructure or the Town Infrastructure, as applicable, as further detailed in this Agreement and the Exhibits attached hereto. On June 30 and December 31 of each year, the Town shall provide to the District an accounting of revenues received from the District attributable to the Infrastructure Capital Mill Levy or Town Capital and Maintenance Mill Levy, along with an itemization of expenditures made in major categories.

5. Operation and Maintenance of the Public Improvements. The District shall dedicate the Public Improvements to the Town or other appropriate jurisdiction or owners association in a manner consistent with the final approved plat, other rules and regulations of the Town, and applicable provisions of the Town Code. The District shall not be authorized to own, operate or maintain any part or all of the Public Improvements, or any other improvements, public or private, unless specifically provided for in this Agreement or separate agreement with the Town.

6. Fire Protection. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless specifically provided for in this Agreement or separate agreement with the Town. This provision shall limit the District's authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system.

7. Television Relay and Translation; Mosquito Control and Other Limitations. Unless specifically provided for in this Agreement or separate agreement with the Town, the District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate, maintain or provide: (a) any television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project; (b) any mosquito control facilities and services; (c) any solid waste disposal, collection and transportation facilities and services; and (d) any security, covenant enforcement and design review services.

8. Construction Standards. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the Town and of federal and state governmental entities having proper jurisdiction. The District will obtain the Town's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

9. Issuance of Privately Placed Debt. Prior to the issuance of any privately placed bonds or other obligations, the payment of which the District has promised to impose an *ad valorem* property tax mill levy ("Debt"), the District shall obtain the certification of an External Financial Advisor substantially as follows:

We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.

We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by the District for the [insert the designation of the Debt] does not exceed a market [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

10. Inclusion and Exclusion. The District shall not include within its boundaries any property outside the Service Area (as defined in the Service Plan) without the prior written consent of the Town Council. The District shall not exclude any property from the District if such exclusion will result, or is reasonably anticipated to result, in detriment to the remaining residents and taxpayers within the District, or to the District's bondholders.

11. Total Debt Issuance. The District, together with Hess Ranch Metropolitan District Nos. 2 and 3, shall not issue Debt in excess of \$90,068,750 in total aggregate principal amount, provided that such limitation shall not be applicable to refunding Bonds issued by the District to refund outstanding Debt. Such limitation shall not apply to the District's pledge of its property tax or specific ownership tax revenues derived from its mill levies to one of the other Districts (as defined in the Service Plan).

12. Monies from Other Governmental Sources. The District shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the Town is eligible to apply for, except as may be specifically provided for herein. This Section shall not apply to specific ownership taxes which shall be distributed to and constitute a revenue source for the District without any limitation.

13. Consolidation; Dissolution. The District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the Town, unless such consolidation is with one of the other Districts, as defined in the Service Plan. The District agrees that it shall take all action necessary to dissolve the District in accordance with the provisions of the Service Plan and applicable state statutes.

14. Service Plan Amendment Requirement. Any action of the District which violates the limitations set forth in Sections V.A.1-13 or VI.B-H of the Service Plan, or which constitutes a material modification under Parker Municipal Code section 10.11.060, shall be deemed to be a material modification to the Service Plan and the Town shall be entitled to all remedies available under State and local law to enjoin any such action(s) of the District. The Town may also seek damages for breach of this Agreement arising from violations by the District of any provision of the Service Plan.

15. Applicable Laws. The District acknowledges that the property within its boundaries shall be subject to all ordinances, rules and regulations of the Town, including without limitation, ordinances, rules and regulations relating to zoning, subdividing, building and land use, and to all related Town land use policies, master plans and related plans.

16. Annual Report. The District shall submit an annual report ("Annual Report") to the Town no later than September 1st of each year following the year in which the Order and Decree creating the District has been issued by the District Court for and in Douglas County, Colorado, pursuant to Parker Municipal Code section 10.11.040 and containing the information set forth in Section VII of the Service Plan. The District shall be not be required to file an annual report if the District has declared inactive status pursuant to Section 32-1-104, C.R.S. The District may file a consolidated Annual Report with one or more of the other Districts.

17. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law, including the Annual Report, shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via Federal Express or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District: WHITE BEAR ANKELE TANAKA & WALDRON
Attn: Kristin B. Tompkins, Esq.
2154 E. Commons Ave., Suite 2000
Centennial, CO 80122
Phone: (303) 858-1800
E-mail: Ktompkins@wbapc.com

To the Town: Town of Parker
Attn: Kristin Schledorn, Deputy Town Attorney
cc: Mary Lou Brown, Finance Director
20120 E. Mainstreet
Parker, CO 80138-7334
Phone: (303) 841-0353
Fax: (303) 840-9792
E-mail: kschledorn@parkeronline.org
mlbrown@parkeronline.org

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

18. Miscellaneous.

A. Effective Date. This Agreement shall be in full force and effect and be legally binding upon final approval of the governing bodies of the Parties. No Debt shall be issued by the District until after the effective date of this Agreement.

B. Nonassignability. No party to this Agreement may assign any interest therein to any person without the consent of the other party hereto at that time, and the terms of this Agreement shall inure to the benefit of and be binding upon the respective representatives and successors of each party hereto. The pledge by the District of its revenues to one of the other Districts shall not be deemed an assignment hereunder.

C. Amendments. This Agreement may be amended from time to time by written amendment, duly authorized and signed by representatives of the parties hereto.

D. Severability. If any section, subsection, paragraph, clause, phrase, or other provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause, phase, or other provision shall not affect any of the remaining provisions of this Agreement.

E. Execution of Documents. This Agreement shall be executed in two (2) counterparts, either of which shall be regarded for all purposes as one original. Each party agrees that it will execute any and all deeds, instruments, documents, and resolutions or ordinances necessary to give effect to the terms of this Agreement.

F. Waiver. No waiver by either party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different provision of this Agreement.

G. Default/Remedies. In the event of a breach or default of this Agreement by any party, the non-defaulting party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

H. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado. Venue for all actions brought hereunder shall be in the District Court in and for Douglas County.

I. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

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

K. No Third Party Beneficiaries. No person or entity who or which is not a party to this Agreement will have any right of action under this Agreement.

L. Entirety. This Agreement (including all exhibits) merges and supersedes all prior negotiations, representations, and agreements, including the Original IGA, between the parties hereto relating to the subject matter hereof and this Agreement, together with the Service Plan provisions that serve to supplement or complement this Agreement, constitutes the entire agreement between the Parties concerning the subject matter hereof.

19. Cooperation with Hess Ranch Metropolitan District Nos. 1 and 3. Pursuant to the Service Plan, the Town acknowledges and agrees that the District may cooperate with Hess Ranch Metropolitan District Nos. 1 and 3 for the planning, design, financing, construction, acquisition, operation, or maintenance of the Public Improvements serving the Property, including the Regional Infrastructure, as may be set forth in an intergovernmental agreement among the Districts.

IN WITNESS WHEREOF, this Agreement is executed by the Town and the District as of the date first above written.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

Kristin Schledorn, Deputy Town Attorney

**HESS RANCH METROPOLITAN
DISTRICT NO. 2**, (to be known as TRAILS AT
CROWFOOT METROPOLITAN DISTRICT NO.
2), a quasi-municipal corporation and political
subdivision of the State of Colorado

By: _____
Christian M. Janke, President
Hess Ranch Metropolitan District No. 2

ATTEST:

_____, Secretary

EXHIBIT A

Utilization of Infrastructure Capital Mill Levy

The District shall be required to impose the Infrastructure Capital Mill Levy for as long as the District is in existence. The District shall be authorized to impose the Infrastructure Capital Mill Levy and retain the revenues therefrom for the planning, design, financing, acquisition, or construction of all or a portion of the Regional Infrastructure. The District shall provide the Town notice of any obligation repayable in whole or in part from the Infrastructure Capital Mill Levy no later than 30 days following issuance of such obligation, or for any obligation that pre-dates the date of this Agreement, no later than 30 days following approval of this Agreement.

The District shall be permitted to retain revenues from the Infrastructure Capital Mill Levy received by the District to the extent needed to pay debt service on such obligation in the then-current calendar year. The Town agrees that for economic efficiency in financing the Regional Infrastructure, the District may pledge the Infrastructure Capital Mill Levy along with the District's debt service mill levy for the purposes of financing bonds, notes or other obligations, provided that the proceeds generated from the pledge of the Infrastructure Capital Mill Levy are used only to pay the costs of the Regional Infrastructure. Any revenues from the Infrastructure Capital Mill Levy that are not needed to pay debt service on such obligation in the then-current calendar year shall be remitted to the Town within 30 days of receipt by the District of such revenues.

So long as no obligation of the District is outstanding whereby the revenues derived from the Infrastructure Capital Mill Levy are pledged to the repayment of such obligations, in the event the Town determines that the costs related to the Regional Infrastructure are less than the revenues generated from the Infrastructure Capital Mill Levy, the Town may provide notice to the District no later than October 1 that the District may reduce the Infrastructure Capital Mill Levy as provided in such notice from the Town. Any reduction of either the Infrastructure Capital Mill Levy as a result of such notice from the Town shall not constitute a modification of this Agreement or a material modification of the Service Plan.

Until and unless the District has issued an obligation repayable, in whole or in part, from the Infrastructure Capital Mill Levy, any revenues from the Infrastructure Capital Mill Levy received by the District shall be remitted to the Town within 30 days of receipt by the District of such revenues. Upon maturity of any District obligation repayable in part or in whole from revenues generated by the Infrastructure Capital Mill Levy, such revenues shall be remitted to the Town within 30 days of their receipt by the District.

The Town agrees that the revenues received by the Town from the District from the Infrastructure Capital Mill Levy shall only be used for costs associated with the impacts to the Town of the development within the District pursuant to the terms of this Agreement.

The District is authorized to utilize the revenues from the Infrastructure Capital Mill Levy for the planning, design, financing, acquisition, or construction of the following Regional Infrastructure:

- Regional detention pond and associated improvements to Lemon Gulch;
- Regional open space and regional trails as expressly identified in Paragraph 7 of the Amended and Restated Stroh Ranch/Hess Ranch Annexation Agreement (Southern Property); and

Bayou Gulch Road, Crowfoot Valley Road, and North Pinery Parkway, including associated landscape improvements.

EXHIBIT B

Utilization of Town Capital and Maintenance Mill Levy

The District shall be required to impose the Town Capital and Maintenance Mill Levy for as long as the District is in existence. Any revenues from the Town Capital and Maintenance Mill Levy received by the District shall be remitted to the Town within 30 days of receipt by the District of such revenues.

The Town agrees that the revenues received from the Town Capital and Maintenance Mill Levy shall only be used for costs associated with the impacts to the Town of the development within the District pursuant to the terms of this Agreement.

In the event the Town determines that the costs related to the Town Infrastructure are less than the revenues generated from the Town Capital and Maintenance Mill Levy, the Town may provide notice to the District no later than October 1 that the District may reduce the Town Capital and Maintenance Mill Levy as provided in such notice from the Town. Any reduction of the Town Capital and Maintenance Mill Levy as a result of such notice from the Town shall not constitute a modification of this Agreement or a material modification of the Service Plan.

The Town is authorized to utilize the revenues from the Town Capital and Maintenance Mill Levy for the planning, design, financing, acquisition, construction, operation, and maintenance of the following Town Infrastructure:

- The Park Tract and all associated improvements (Tract DD, Filing No. 1).
- All roadways, storm sewer, and associated items constructed within Town right-of-way.
- Regional roadways serving the District.
- All storm sewer, detention ponds, stream improvements, and other stormwater conveyance infrastructure located on Town, HOA or District-owned property that is eligible for maintenance assistance through the Town's Stormwater Utility.
- Widening of Bayou Gulch Road to a full arterial roadway section through the District boundaries, including additional lanes, sidewalk, curb and gutter, medians, and all other associated items.

The parties agree the Town may modify the list of Town Infrastructure provided in this Exhibit B without amending this Agreement upon advance written notice to the District. The District shall have 30 days to object to such modification. In the event the District fails to object within 30 days of receipt of such notice, the Town may proceed to utilize the revenues from the Town Capital and Maintenance Mill Levy as set forth in such written notice which notice shall become a part of this Agreement by Addendum.

EXHIBIT C

Utilization of Operation and Maintenance Mill Levy

The District shall dedicate the Public Improvements (as defined in the Service Plan) to the Town or other appropriate jurisdiction or owners association in a manner consistent with the Approved Development Plan, Development Agreement and other rules and regulations of the Town and applicable provisions of the Town Code. The District shall be authorized to own, operate and maintain the Public Improvements not otherwise required to be dedicated to the Town or other public entity. If the Public Improvements are owned by an entity other than the District, the Town or other public entity, such entity shall be responsible for the operation and maintenance unless the District agrees to provide for the operation and maintenance of the Public Improvements pursuant to an agreement with such entity.

The District is authorized to impose up to 10 mills for District administrative and operating expenses as well as maintenance of Regional Infrastructure as set forth below. The Operation and Maintenance Mill Levy shall be imposed by the District at the District's discretion but in a manner that will enable the District to perform its administrative and operating obligations and its maintenance obligations in connection with the Regional Infrastructure in a timely and adequate manner.

Drainage Improvements (including detention and storm improvements)
Street Improvements (including roads, curbs, gutters, culverts, sidewalks, bridges, parking facilities, paving, lighting, grading, landscaping, and other street improvements)
Traffic and Safety Controls
Open Space and Trails
Landscaping
Parks and Recreation Improvements and Facilities, including club houses, recreation centers, and swimming pools
Retaining Walls
Irrigation Systems
Streetscape associated with the widening of Bayou Gulch Road

EXHIBIT 2

Affidavit of Publication

Colorado Community Media
750 W. Hampden Ave, Suite 225
Englewood, CO 80110

AFFIDAVIT OF PUBLICATION

State of Colorado
County of Douglas

)ss

This Affidavit of Publication for the Douglas County News Press, a weekly newspaper, printed and published for the County of Douglas, State of Colorado, hereby certifies that the attached legal notice was published in said newspaper once in each week, for 1 successive week(s), the last of which publication was made the 23rd day of May A.D., 2019, and that copies of each number of said paper in which said Public Notice was published were delivered by carriers or transmitted by mail to each of the subscribers of said paper, according to their accustomed mode of business in this office.



for the Douglas County News Press

State of Colorado)
County of Arapahoe

)ss

The above Affidavit and Certificate of Publication was subscribed and sworn to before me by the above named Gerard Healey, publisher of said newspaper, who is personally known to me to be the identical person in the above certificate on 23rd day of May A.D., 2019. Gerard Healey has verified to me that he has adopted an electronic signature to function as his signature on this document.

20134073610-312725

LINDSAY L NICOLETTI
Notary Public
State of Colorado
Notary ID # 20134073610
My Commission Expires 02-22-2022

My Commission Expires 02/22/22

Notary Public

Public Notice

NOTICE OF PUBLIC HEARING
FOR AMENDED AND RESTATED
SERVICE PLANS OF SPECIAL DISTRICTS

IN RE THE AMENDED AND RESTATED
SERVICE PLANS FOR HESS RANCH
METROPOLITAN DISTRICT NOS. 1-3 TO BE
KNOWN AS TRAILS AT CROWFOOT
METROPOLITAN DISTRICT NOS. 1-3, TOWN OF
PARKER, DOUGLAS COUNTY, STATE OF
COLORADO

NOTICE IS HEREBY GIVEN that, pursuant to § 32-1-204(1), C.R.S., three separate Amended and Restated Service Plans (collectively, the "Service Plans") for the Hess Ranch Metropolitan District Nos. 1-3 to be known as Trails at Crowfoot Metropolitan District Nos. 1-3 (collectively, the "Districts") have been filed and are available for public inspection in the office of the Town Clerk of the Town of Parker, Colorado.

A public hearing on the Service Plan will be held by the Town Council on Monday, June 17, 2019, at 7:00 p.m., at Council Chambers 20120 East Mainstreet Parker, CO 80138 Colorado, or as soon thereafter as the Town Council may hear such matter.

The Districts are existing metropolitan districts organized under the provisions of Title 32, Colorado Revised Statutes. The purpose of the Districts is to finance, construct, acquire, own, operate and maintain public improvements such as water, streets, traffic and safety control, sanitation, storm sewers and drainage, parks and recreation, transportation, television relay and translation, mosquito and pest control, security services, covenant enforcement, design review, and other improvements and services within the Districts' boundaries authorized by Title 32, Colorado Revised Statutes, subject to the limitations of the Service Plan. The Maximum Debt Mill Levy will be 57 mills, the Infrastructure Capital Mill Levy is 5 mills, the Town Capital and Maintenance Mill Levy will be 5 mills, and the Operations and Maintenance Mill Levy is anticipated to be 10 mills and will be set forth in an intergovernmental agreement between the Districts and the Town, all subject to the limitations set forth in the Service Plan.

A description of the land contained within the boundaries of the Districts is as follows: approximately 400 acres located on the east side of Crowfoot Valley Road, south of Stroh Road and north of Pradera Parkway, Town of Parker, Douglas County, State of Colorado.

All protests and objections must be submitted in writing to the Town Clerk at or prior to the public hearing or any continuance or postponement thereof in order to be considered. All protests and objections to the Service Plan shall be deemed to be waived unless presented at the time and in the manner specified in Section 32-1-203(3.5), C.R.S.

BY ORDER OF THE TOWN COUNCIL
OF THE TOWN OF PARKER

Affidavit

EXHIBIT 3

Certificate of Mailing of Notice of Hearing to Property Owners and Three Mile Radius Entities

CERTIFICATE OF MAILING NOTICES OF PUBLIC HEARING ON SERVICE PLAN AMENDMENTS

HESS RANCH METROPOLITAN DISTRICT NOS. 1-3, DOUGLAS COUNTY

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

I, Hayley M. Budzinski, of lawful age and duly sworn, state:

1. I am a Paralegal at the law firm of WHITE BEAR ANKELE TANAKA & WALDRON acting on behalf of the Hess Ranch Metropolitan District Nos. 1-3 (the "Districts") in the above captioned matter.
2. On May 21, 2019, I mailed the Notices of Public Hearing on Service Plan Amendments for the Districts to all property owners within the Districts, and municipalities and special districts within a 3-mile radius of the Districts, listed on **Exhibit A** attached hereto.

Signed this 21st day of May, 2019.

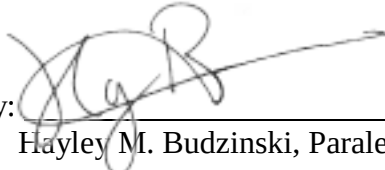
By: 
Hayley M. Budzinski, Paralegal

EXHIBIT A

Listing of Property Owners, Municipalities, and Special Districts

NAME1	ADDRESS1	ADDRESS2	CITY	STATECODE	ZIPCODE
POLESTAR HESS RANCH LLC	8844 PORTICO LN		LONGMONT	CO	805039405
TOWN OF PARKER	20120 E MAINSTREET		PARKER	CO	801387334
TRI POINTE HOMES	PO BOX 57088		IRVINE	CA	926197088
MELODY HOMES INC	9555 S KINGSTON CT STE 200		ENGLEWOOD	CO	801126008
HESS RANCH METRO DISTRICT 1	C/O WHITE BEAR ANKELE TANAKA & WALDRON	2154 E COMMONS AVE STE 2000	CENTENNIAL	CO	801221880
HR935 LLC	7353 S ALTON WAY		CENTENNIAL	CO	801122329
PARKER WATER & SANITATION DISTRICT	19801 E MAINSTREET		PARKER	CO	801387386
DOUGLAS COUNTY BOARD OF COUNTY COMMISSIONERS	100 THIRD ST		CASTLE ROCK	CO	801042425
TAYLOR MORRISON OF COLORADO INC	1420 W CANAL CT STE 170		LITTLETON	CO	801205660
TRAILS AT CROWFOOT MASTER ASSOCIATION INC	4950 S YOSEMITE ST F2-506		GREENWOOD VILLAGE	CO	801111349
KB HOME COLORADO INC	7807 E PEAKVIEW AVE STE 300		CENTENNIAL	CO	801116849
CMCE LLC	7353 S ALTON WAY STE A-100		ENGLEWOOD	CO	801122329
Antelope Heights Metro District	CliftonLarsonAllen LLP	8390 E Crescent Pkwy Ste 300	Greenwood Village	CO	80111
Anthology West Metro District 2	White Bear Ankele Tanaka & Waldron	2154 E Commons Ave Ste 2000	Centennial	CO	80122
Anthology West Metro District 2 Debt Service	White Bear Ankele Tanaka & Waldron	2154 E Commons Ave Ste 2000	Centennial	CO	80122
Anthology West Metro District 3	White Bear Ankele Tanaka & Waldron	2154 E Commons Ave Ste 2000	Centennial	CO	80122
Anthology West Metro District 4	White Bear Ankele Tanaka & Waldron	2154 E Commons Ave Ste 2000	Centennial	CO	80122
Anthology West Metro District 5	White Bear Ankele Tanaka & Waldron	2154 E Commons Ave Ste 2000	Centennial	CO	80122
Anthology West Metro District 6	White Bear Ankele Tanaka & Waldron	2154 E Commons Ave Ste 2000	Centennial	CO	80122
Canyons Metro District 2	White, Bear, Ankele, Tanaka & Waldron	2154 E Commons Ave Ste 2000	Centennial	CO	80122
Canyons Metro District 4	White, Bear, Ankele, Tanaka & Waldron	2154 E Commons Ave Ste 2000	Centennial	CO	80122
Canyons Metro District 5	White, Bear, Ankele, Tanaka & Waldron	2154 E Commons Ave Ste 2000	Centennial	CO	80122
Canyons Metro District 6	White, Bear, Ankele, Tanaka & Waldron	2154 E Commons Ave Ste 2000	Centennial	CO	80122
Canyons Metro District 7	White, Bear, Ankele, Tanaka & Waldron	2154 E Commons Ave Ste 2000	Centennial	CO	80122
Castle Rock Fire Protection District	Spencer Fane LLP	1700 Lincoln St Ste 2000	Denver	CO	80203-4554
Cherry Creek South Metro District 1	Professional Community Mgmt Services	7208 S Tuscan Way Ste 125	Centennial	CO	80112
Cherry Creek South Metro District 10	Professional Community Mgmt Services	7208 S Tuscan Way Ste 125	Centennial	CO	80112
Cherry Creek South Metro District 11	Professional Community Mgmt Services	7208 S Tuscan Way Ste 125	Centennial	CO	80112
Cherry Creek South Metro District 4	Professional Community Mgmt Services	7208 S Tuscan Way Ste 125	Centennial	CO	80112
Cherry Creek South Metro District 5	Professional Community Mgmt Services	7208 S Tuscan Way Ste 125	Centennial	CO	80112
Cherry Creek South Metro District 6	Professional Community Mgmt Services	7208 S Tuscan Way Ste 125	Centennial	CO	80112
Cherry Creek South Metro District 7	Professional Community Mgmt Services	7208 S Tuscan Way Ste 125	Centennial	CO	80112
Cherry Creek South Metro District 8	Professional Community Mgmt Services	7208 S Tuscan Way Ste 125	Centennial	CO	80112
Cherry Creek South Metro District 9	Professional Community Mgmt Services	7208 S Tuscan Way Ste 125	Centennial	CO	80112
Cielo Metro District	Special District Management Services Inc	141 Union Blvd Ste 150	Lakewood	CO	80228
City of Castle Pines		360 Village Square Ln Suite B	Castle Pines	CO	80108
Colorado Horse Park Metro District	White, Bear, Ankele, Tanaka & Waldron	2154 E Commons Ave Ste 2000	Centennial	CO	80122
Crowfoot Valley Ranch Metro District 2	Special District Management Services Inc	141 Union Blvd Ste 150	Lakewood	CO	80228-1898
Denver SE Suburban Water & Sanitation District		5242 Old Schoolhouse Rd	Parker	CO	80134
Douglas County Government	Douglas County Finance	100 Third St	Castle Rock	CO	80104
Douglas County Soil Conservation District		PO Box 688	Franktown	CO	80116
Franktown Fire Protection District		1959 N Hwy 83	Franktown	CO	80116
Hess Ranch Metro District 1	White, Bear, Ankele, Tanaka & Waldron	2154 E Commons Ave Ste 2000	Centennial	CO	80122
Hess Ranch Metro District 2	White, Bear, Ankele, Tanaka & Waldron	2154 E Commons Ave Ste 2000	Centennial	CO	80122
Hess Ranch Metro District 3	White, Bear, Ankele, Tanaka & Waldron	2154 E Commons Ave Ste 2000	Centennial	CO	80122
Hess Ranch Metro District 4	Spencer Fane LLP	1700 Lincoln St Ste 2000	Denver	CO	80203
Hess Ranch Metro District 5	Spencer Fane LLP	1700 Lincoln St Ste 2000	Denver	CO	80203
Hess Ranch Metro District 6	Spencer Fane LLP	1700 Lincoln St Ste 2000	Denver	CO	80203
Hess Ranch Metro District 7	Spencer Fane LLP	1700 Lincoln St Ste 2000	Denver	CO	80203
Hess Ranch Metro District 8	Spencer Fane LLP	1700 Lincoln St Ste 2000	Denver	CO	80203
High Prairie Farms Metro District		1189 S Perry St Ste 220	Castle Rock	CO	80104
Horse Creek Metro District	Special District Management Services Inc	141 Union Blvd Ste 150	Lakewood	CO	80228-1898
Horseshoe Ridge Metro District 1	Spencer Fane LLP	1700 Lincoln St Ste 2000	Denver	CO	80203-4554
Horseshoe Ridge Metro District 2	Spencer Fane LLP	1700 Lincoln St Ste 2000	Denver	CO	80203-4554
Horseshoe Ridge Metro District 3	Spencer Fane LLP	1700 Lincoln St Ste 2000	Denver	CO	80203-4554
Jordan Crossing Metro District	Special District Management Services Inc	141 Union Blvd Ste 150	Lakewood	CO	80228-1898
Maher Ranch Metro District 4	White, Bear, Ankele, Tanaka & Waldron	2154 E Commons Ave Ste 2000	Centennial	CO	80122
Neu Towne Metro District	Simmons & Wheeler PC	304 Inverness Way S Ste 490	Englewood	CO	80112
Overlook Metro District	McGeady Becher PC	450 E 17th Ave Ste 400	Denver	CO	80203
Parker Homestead Metro District	Special District Management Services Inc	141 Union Blvd Ste 150	Lakewood	CO	80228-1898
Parker Water & Sanitation District		18100 E Woodman Dr	Parker	CO	80134
Pine Bluffs Metro District	Koelbel and Company	5291 E Yale Ave	Denver	CO	80222
Pinery Commercial Metro District 1	White, Bear, Ankele, Tanaka & Waldron	2154 E Commons Ave Ste 2000	Centennial	CO	80122
Pinery Commercial Metro District 2	White, Bear, Ankele, Tanaka & Waldron	2154 E Commons Ave Ste 2000	Centennial	CO	80122
Pinery West Metro District 2	White, Bear, Ankele, Tanaka & Waldron	2154 E Commons Ave Ste 2000	Centennial	CO	80122
Pinery West Metro District 3	White, Bear, Ankele, Tanaka & Waldron	2154 E Commons Ave Ste 2000	Centennial	CO	80122
Reata North Metro District		304 Inverness Way S Ste 490	Englewood	CO	80111
Reata Ridge Village Metro District 1	White, Bear, Ankele, Tanaka & Waldron	2154 E Commons Ave Ste 2000	Centennial	CO	80122
Reata Ridge Village Metro District 2	White, Bear, Ankele, Tanaka & Waldron	2154 E Commons Ave Ste 2000	Centennial	CO	80122
Reata South Metro District	Collins Cockrel & Cole PC	390 Union Blvd Ste 400	Lakewood	CO	80228
Regency Metro District	Special District Management Services Inc	141 Union Blvd Ste 150	Lakewood	CO	80228-1898
Regional Transportation District		1600 Blake St	Denver	CO	80202
Robinson Ranch Metro District	Community Resource Services of CO LLC	7995 E Prentice Ave Ste 103E	Greenwood Village	CO	80111
Salisbury Heights Metro District	CliftonLarsonAllen LLP	8390 E Crescent Pkwy Ste 300	Greenwood village	CO	80111
South Metro Fire Rescue Fire Protection District		9195 E Mineral Ave	Centennial	CO	80112
Stone Creek Metro District	Special District Management Services Inc	141 Union Blvd Ste 150	Lakewood	CO	80228-1898
Town of Castle Rock		100 N Wilcox St	Castle Rock	CO	80104
Town of Parker		20120 E Mainstreet	Parker	CO	80138
Urban Drainage & Flood Control District		2480 W 26th Ave Ste 156-B	Denver	CO	80211
Urban Drainage & Flood South Platte		2480 W 26th Ave Ste 156-B	Denver	CO	80211
Village on the Green Metro District 1	Spencer Fane LLP	1700 Lincoln St Ste 2000	Denver	CO	80203-4554
Villages at Castle Rock Metro District 6	Special District Management Services Inc	141 Union Blvd Ste 150	Lakewood	CO	80228-1898
Colorado Division of Local Government		1313 Sherman Street, # 521	Denver	CO	80203

RESOLUTION NO. 19-034, Series of 2019

TITLE: A RESOLUTION TO APPROVE THE AMENDED AND RESTATED SERVICE PLAN FOR HESS RANCH METROPOLITAN DISTRICT NO. 3 TO BE KNOWN AS TRAILS AT CROWFOOT METROPOLITAN DISTRICT NO. 3

WHEREAS, by Resolution No. 15-063, the Town Council of the Town of Parker (the “Town”) on September 21, 2015, approved a Consolidated Service Plan (“Original Service Plan”) for the organization of the Hess Ranch Metropolitan District Nos. 1-8; and

WHEREAS, Hess Ranch Metropolitan District No. 3 (the “District”) is currently in the process of changing its name to Trails at Crowfoot Metropolitan District No. 3; and

WHEREAS, an Amended and Restated Service Plan for Hess Ranch Metropolitan District No. 3 (the “Service Plan”) was filed in the office of the Town Clerk of the Town of Parker; and

WHEREAS, the Town, pursuant to C.R.S. § 32-1-101, *et seq.*, (the “Special Districts Act”) and Chapter 10.11 of the Town of Parker Municipal Code (the “Code”), has the authority to approve service plans for metropolitan districts that are organized within the Town’s boundaries; and

WHEREAS, the Town Council has reviewed the Service Plan, the evidence and related exhibits, and has determined that the same meets the municipal approval criteria under the Special District Act and the Code, and therefore, has determined to adopt a resolution of approval of the Service Plan for the District; and

WHEREAS, a copy of the Service Plan is attached hereto as **Exhibit 1** and incorporated herein by reference; and

WHEREAS, notice of the public hearing before the Town Council for its consideration of the Service Plan was duly published in the *Douglas County News-Press* on May 23 2019, in accordance with the Special Districts Act, as evidenced by the Affidavit of Publication attached hereto as **Exhibit 2** and incorporated herein by reference; and

WHEREAS, in accordance with the Special Districts Act, notice of the hearing before the Town Council was also duly mailed by first class mail on May 21, 2019, to all property owners within the boundaries of the District, to interested persons, defined as follows: (1) the Colorado Division of Local Government; and (2) the governing body of any municipality or special district which has levied an ad valorem tax within the next preceding tax year, and which has boundaries within a radius of three miles of the District’s boundaries, as evidenced by the Certificate of Mailing of Notice of Hearing to Three Mile Radius Entities attached hereto as **Exhibit 3** and incorporated herein by reference; and

WHEREAS, the boundaries of the District are wholly contained within the boundaries of the Town; and

WHEREAS, pursuant to the provisions of the Special Districts Act and the Code, the Town Council held a public hearing on the Service Plan for the District on June 17, 2019; and

WHEREAS, the Town Council considered the Service Plan, and all other testimony and evidence presented at said hearing.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, AS FOLLOWS:

Section 1. The Town Council hereby determines that the hearing before the Town Council was open to the public; all interested parties were heard or had the opportunity to be heard; and all relevant testimony and evidence submitted to the Town Council was considered.

Section 2. The Town Council hereby determines that the requirements of the Special Districts Act and the Code, relating to the filing of the Service Plan for the District, and the requirements of C.R.S. § 32-1-204 relating to notice of the hearing by the Town Council, and the requirements of the Special Districts Act and the Code, relating to the approval by the Town Council, have been fulfilled.

Section 3. Upon consideration of the Service Plan for the District, and evidence at the public hearing on the Service Plan, the Town Council does find, determine and declare, as required by C.R.S. § 32-1-203 and the Code, as follows:

1. There continues to be sufficient existing and projected need for organized service in the area to be serviced by the District;
2. That the existing service in the area to be served by the District continues to be inadequate for present and projected needs;
3. That the District is capable of providing economical and sufficient service to the area within their boundaries;
4. That the area included in the District has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis;
5. That adequate service is not or will not be available to the area through the Town or other existing quasi-municipal corporations, including existing districts, within a reasonable time and on a comparable basis;
6. That the facility and service standards of the District are compatible with the facility and service standards of the Town;
7. That the Service Plan is in substantial compliance with the Town's master plan;
8. That the Service Plan is in substantial compliance with the county, regional or state long-range water quality management plan for the area;

9. That approval of the Service Plan for the District will be in the best interests of the area to be served;

10. That approval of the Service Plan for the District will be in the best interests of the residents or future residents of the area proposed to be served;

11. That the Service Plan is in substantial compliance with Sections 10.11.010, *et seq.*, of the Code; and

12. That the approval of the Service Plan for the District will not foster urban development that is remote from or incapable of being integrated with existing urban areas, or place a burden on the Town or adjacent jurisdictions to provide urban services to residents of the District.

Section 4. The Town Council hereby finds that approval of the Service Plan is in the best interests of the property to be served, the Town and the District.

Section 5. The Town Council hereby approves the Service Plan for the District as submitted.

Section 6. A certified copy of this Resolution shall be filed in the records of the Town and the Douglas County Clerk and Recorder.

RESOLVED AND PASSED this _____ day of June, 2019.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

EXHIBIT 1
Service Plan

**AMENDED AND RESTATED SERVICE PLAN
FOR
HESS RANCH METROPOLITAN DISTRICT NO. 3**

**TO BE KNOWN AS
TRAILS AT CROWFOOT METROPOLITAN DISTRICT NO. 3
TOWN OF PARKER, COLORADO**

Prepared

by

WHITE BEAR ANKELE TANAKA & WALDRON
2154 E. Commons Ave., Suite 2000
Centennial, CO 80122

Approved: June 17, 2019

TABLE OF CONTENTS

I.	INTRODUCTION	1
A.	Background	1
B.	Purpose and Intent.....	2
C.	Need for the Districts	2
D.	Objective of the Town Regarding Districts’ Service Plan.....	2
II.	DEFINITIONS.....	3
III.	BOUNDARIES	6
IV.	PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION.	6
V.	DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES.....	7
A.	Powers of the District and Service Plan Amendment.....	7
1.	Operations and Maintenance Limitation.....	7
2.	Fire Protection Limitation.....	7
3.	Television Relay and Translation; Mosquito Control, and Other Limitations	7
4.	Construction Standards Limitation	8
5.	Property Acquisition Limitation; Transfer Requirement.....	8
6.	Privately Placed Debt Limitation.....	8
7.	Inclusion and Exclusion Limitations	8
8.	Total Debt Issuance Limitation.....	9
9.	Monies from Other Governmental Sources	9
10.	Consolidation Limitation	9
11.	Bankruptcy Limitation	9
12.	Revenue Bond Limitation	10
13.	Service Plan Amendment Requirement	10
B.	Capital Plan.....	10
C.	Multiple District Structure	11
VI.	FINANCIAL PLAN.....	11
A.	General	11
B.	Maximum Voted Interest Rate and Maximum Underwriting Discount	12
C.	Maximum Debt Mill Levy	12
D.	Maximum Debt Mill Levy Imposition Term	13
E.	Operation and Maintenance Mill Levy	13
F.	Infrastructure Capital Mill Levy and Town Capital and Maintenance Mill Levy	13
G.	Debt Repayment Sources.....	14
H.	Debt Instrument Disclosure Requirement.....	15
I.	Security for Debt.....	15
J.	TABOR Compliance.....	15
K.	Subdistricts.....	15
A.	General	16

B.	Reporting of Significant Events.....	16
VIII.	DISSOLUTION	17
IX.	DISCLOSURE TO PURCHASERS.....	17
XII.	CONCLUSION.....	18

LIST OF EXHIBITS

EXHIBIT A	Legal Descriptions
EXHIBIT B	Parker Vicinity Map
EXHIBIT C	District Boundary Map
EXHIBIT D	Capital Plan and Engineer's Opinion of Probable Cost
EXHIBIT E	Maps Depicting Public Improvements
EXHIBIT F	Financial Plan
EXHIBIT G	Indemnification Letters
EXHIBIT H	Intergovernmental Agreement

I. INTRODUCTION

A. Background

On September 21, 2015, by Resolution No. 15-053, Series of 2015, the Town approved the Consolidated Service Plan (the “**Original Service Plan**”) for Hess Ranch Metropolitan District Nos. 1-8 (collectively, the “**Hess Ranch Districts**”). Hess Ranch Metropolitan District No. 3 is currently in the process of changing its name to Trails at Crowfoot Metropolitan District No. 3 (“**District No. 3**” or the “**District**”).

At the time of Town approval of the Original Service Plan it was anticipated that the Hess Ranch Districts would collectively undertake the financing and construction of the Public Improvements (as defined in the Original Service Plan), and that the Hess Ranch Districts share certain Public Improvement costs. Also at the time of Town approval of the Original Service Plan, the Hess Ranch Districts anticipated that the Hess Ranch Districts would undertake the financing and construction of the Public Improvements in sequential order. As a result of the sale of approximately 400.135 +/- acres of land located within the Service Plan Area (the “**HR935 Property**”), there is a diversity of property ownership in the Hess Ranch Districts. Upon information and belief, JEN Colorado 18, LLC owns the remaining approximately 1,135.955 +/- acres of land located within the Original Service Plan area (the “**JEN Property**”). As a result of such diversity of property ownership, the Hess Ranch Districts have determined that development of the project and financing and construction of the Public Improvements may occur at different times. The Hess Ranch Districts have determined that District No. 1, Hess Ranch Metropolitan District No. 2 (“**District No. 2**”), and Hess Ranch Metropolitan District No. 3 (“**District No. 3**” and collectively with District No. 1 and District No. 2, the “**Districts**”) will serve the HR935 Property and District No. 4, District No. 5, District No. 6, District No. 7 and District No. 8 (collectively, “**District Nos. 4-8**”) will serve the JEN Property.

The Original Service Plan contains a combined total aggregate debt limit for all of the Hess Ranch Districts of \$122,260,000 and requires the Hess Ranch Districts to enter into an Intergovernmental Agreement whereby the Hess Ranch Districts clarify the nature of the functions and services to be provided by each Hess Ranch District, and the mechanisms by which the Hess Ranch Districts will cooperatively fund Public Improvement costs. On February 21, 2017, the Hess Ranch Districts entered into an Intergovernmental Agreement Regarding Debt Allocation and Cost Sharing (“**Hess Ranch Districts IGA**”) as required by the Original Service Plan. Pursuant to the Hess Ranch Districts IGA, the Hess Ranch Districts agreed on the allocation of the total aggregate debt limit contained within the Original Service Plan. In addition to the debt allocation, the Hess Ranch Districts also agreed to share in the costs of certain regional public improvements, as more particularly set forth in the Hess Ranch Districts IGA. Simultaneous with the Town’s approval of this Amended and Restated Service Plan, the Hess Ranch Districts intend on amending the Hess Ranch Districts IGA to terminate the provisions as it relates to the debt allocation, as the Districts combined debt authorization will be governed by this Service Plan.

As a result of the diversity of property ownership and differing plans and timing for development, the Districts and District Nos. 4-8 desire to operate independently from one another. This Amended and Restated Service Plan is for Hess Ranch Metropolitan District No. 1, (the “**Service Plan**”) and is in compliance with the Special District Act and Chapter 10.11 of the Town

Code. District No. 1 and District No. 2 are simultaneously submitting separate amended and restated service plans governing District No. 1 and District No. 2. The District is requesting approval of this Amended and Restated Service Plan to conform with the new Town model Service Plan, update the Financial Plan and Capital Plan to reflect current development plans and to remove references to District Nos. 4-8. District Nos. 4-8 consent to this Amended and Restated Service Plan and upon approval by the Town, shall operate independently under the Original Service Plan until such time as the Town approves an amended and restated service plan(s) governing just District Nos. 4-8.

B. Purpose and Intent

The District is an independent unit of local government, separate and distinct from the Town, and, except as may otherwise be provided for by State or local law, or this Service Plan, its activities are subject to review by the Town only insofar as they may deviate in a material matter from the requirements of the Service Plan, Chapter 10.11 of the Town Code or the Intergovernmental Agreement. It is intended that the Districts will provide a part or all of the Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the Districts. The primary purpose of the Districts will be to finance the construction of these Public Improvements.

This multiple-district Service Plan is intended to accommodate the phasing of the Project and the infrastructure needs of each phase. It is contemplated, although not required, that the Districts will cooperate with each other on certain infrastructure that benefits the taxpayers and inhabitants of the Service Area, and that each District will additionally have its own particular infrastructure needs.

The District is not being created to provide ongoing operations and maintenance services other than as specifically set forth in this Service Plan and the Intergovernmental Agreement.

C. Need for the Districts

There are currently no other governmental entities, including the Town, located in the immediate vicinity of the Districts that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction, installation, relocation, redevelopment, and financing of the Public Improvements needed for the Project. Formation of the Districts is therefore necessary in order for the Public Improvements required for the Project to be provided in the most economic manner possible.

D. Objective of the Town Regarding Districts' Service Plan

The Town's objective in approving the Service Plan for the District is to authorize the District to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment and financing of the Public Improvements from the proceeds of Debt to be issued by the Districts. All Debt is expected to be repaid by limited taxes and Development Fees imposed and collected for no longer than the Maximum Debt Mill Levy Imposition Term for residential properties and at a tax mill levy no higher than the Maximum Debt Mill Levy, for commercial and residential properties, and the Districts shall be authorized to finance the Public Improvements that

can be funded from these sources of repayment. The Infrastructure Capital Mill Levy and the Town Capital and Maintenance Mill Levy may also be pledged to the repayment of Debt, as set forth in the Intergovernmental Agreement. Debt which is issued within these parameters (as further described in the Financial Plan) will insulate property owners from excessive tax burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt.

This Service Plan is intended to establish a limited purpose for the District and explicit financial constraints that are not to be violated under any circumstances. The primary purpose of the District is to provide for the Public Improvements associated with the Project, including those regional improvements necessitated by the Project. Ongoing operational and maintenance activities may be allowed, but only as specifically provided for in the Intergovernmental Agreement.

It is the intent of this Service Plan to assure to the extent possible that no commercial or residential property bear an economic burden that is greater in amount than that associated with the Maximum Debt Mill Levy and that no property developed for a residential use bear an economic burden in the form of the Maximum Debt Mill Levy that is longer in duration than that associated with the Maximum Debt Mill Levy Imposition Term, even under bankruptcy or other unusual situations. Generally, the cost of Public Improvements that cannot be funded within these parameters and the financing capacity of the Districts are not costs to be paid by the Districts. Costs of required Public Improvements that cannot be financed by the Districts are expected to be financed by the developer of the Project.

II. DEFINITIONS

In this Service Plan, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Approved Development Plan: means a development plan or other process established by the Town (including, but not limited to, approval of a final plat, minor development plat or site plan by the Town planning commission or by the Town Council) for identifying, among other things, Public Improvements necessary for facilitating development for property within the Service Area as approved by the Town pursuant to the Town Code and as amended pursuant to the Town Code from time to time. An Approved Development Plan does not include any plan, process or approval denoted as preliminary under the Town Code. The Hess Ranch Planned Development approved by the Town on November 6, 2017 and recorded in the real property records of Douglas County at Reception No. 2017076072, and any amendments thereto, is an Approved Development Plan for purposes of this Service Plan.

Board: means the board of directors of the District.

Bond, Bonds or Debt: means bonds or other obligations for the payment of which the Districts have promised to impose an *ad valorem* property tax mill levy.

Capital Plan: means the Capital Plan described in Section V.B. which includes: (a) a comprehensive list of the Public Improvements to be developed by the District; (b) an

engineer's estimate of the cost of the Public Improvements; and (c) a pro forma capital expenditure plan correlating expenditures with development.

Development Fee: means the one-time development or system development fee imposed by the District on a per-unit (*residential*) or per square-foot (*non-residential*) basis at or prior to the issuance of a certificate of occupancy for the unit or structure to assist with the planning and development of the Public Improvements, subject to the limitations set forth in Section VI.E. of the Service Plan. The Development Fee may be used to finance, plan, acquire, and construct the Public Improvements, and pay debt service.

District No. 1: means Hess Ranch Metropolitan District No. 1, to be known as Trails at Crowfoot Metropolitan District No. 1.

District No. 2: means Hess Ranch Metropolitan District No. 2, to be known as Trails at Crowfoot Metropolitan District No. 2.

District or District No. 3: means Hess Ranch Metropolitan District No. 3, to be known as Trails at Crowfoot Metropolitan District No. 3.

Districts: means District No. 1, District No. 2, and District No. 3, collectively.

External Financial Advisor: means a consultant that: (1) advises Colorado governmental entities on matters relating to the issuance of securities by Colorado governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance in respect of such securities; (2) shall be an underwriter, investment banker, or individual listed as a public finance advisor in the Bond Buyer's Municipal Market Place; and (3) is not an officer or employee of any of the Districts and has not been otherwise engaged to provide services in connection with the transaction related to the applicable Debt.

Financial Plan: means the Financial Plan described in Section VI which describes (a) how the Public Improvements are to be financed; (b) how the Debt is expected to be incurred; (c) the estimated operating revenue derived from property taxes for the first budget year; (d) the total amount of Debt planned for at least the five-year period commencing with the approval of this Service Plan; (e) all proposed sources of revenue and projected District expenses, as well as the assumptions upon which they are based, for at least a ten-year period from the date of approval of this Service Plan; (f) the dollar amount of any anticipated financing, including capitalized interest, costs of issuance, estimated maximum rates and discounts, and any expenses related to the organization and initial operation of the Districts; (g) a detailed repayment plan covering the life of any financing, including the frequency and amounts to be collected from all sources; (h) the amount of any reserve fund and the expected level of annual Debt service coverage which will be maintained for any financing; (i) the total authorized Debt for the Districts; (j) the provisions regarding any credit enhancement, if any, for the proposed financing, including, but not limited to, letters of credit and insurance; and (k) a list and written explanation of potential risks of the financing.

Infrastructure Capital Mill Levy: means 5 mills that shall be levied by the District and either retained by the District or remitted to the Town (or a combination thereof) and used for the planning, design and construction of infrastructure that the Town determines is necessary or desirable in connection with the impacts of development in the District. The utilization of the Infrastructure Capital Mill Levy shall be determined in the Intergovernmental Agreement. The Infrastructure Capital Mill Levy shall be imposed by the District beginning the first year the District certifies a debt service mill levy and shall be subject to the Mill Levy Adjustment.

District Boundaries: means the boundaries of the area described in the District Boundary Map.

District Boundary Map: means the map attached hereto as **Exhibit C**, depicting the Boundaries of the Districts.

Intergovernmental Agreement: means the intergovernmental agreement required by Town Code Section 10.11.140(a), and attached hereto as **Exhibit G**.

Map Depicting Public Improvements: means the map attached hereto as **Exhibit E**, showing the location(s) of the Public Improvements listed in the Capital Plan.

Maximum Debt Mill Levy: means the maximum mill levy the District is permitted to impose for payment of Debt as set forth in Section VI.C below. The Maximum Debt Mill Levy shall be subject to the Mill Levy Adjustment.

Maximum Debt Mill Levy Imposition Term: means the maximum term for imposition of a mill levy on a particular property developed for residential uses as set forth in Section VI.D below.

Mill Levy Adjustment: means, if, on or after January 1, 2019, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement, the mill levy to which the Mill Levy Adjustment applies may be increased or decreased to reflect such changes, such increases and decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the applicable mill levy, as adjusted for changes occurring after January 1, 2019, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

Operation and Maintenance Mill Levy: means the maximum number of mills (up to 10 mills) the District may levy, as set forth in the Intergovernmental Agreement, to pay for the costs of ongoing administrative, accounting and legal services of the Districts, and, if applicable, the costs of maintaining certain regional Public Improvements, as the same are identified in the Intergovernmental Agreement.

Project: means the development or property commonly referred to as Trails at Crowfoot.

Public Improvements: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped as part of an Approved Development Plan and financed as generally described in the Special District Act, except as specifically limited in Section V below to serve the future taxpayers and inhabitants of the Service Area as determined by the Board of each District.

Service Area: means the property within the District Boundaries.

Service Plan: means this service plan for the District approved by Town Council.

Service Plan Amendment: means an amendment to the Service Plan approved by Town Council in accordance with Chapter 10.11 of the Town Code and the applicable state law.

Special District Act: means Section 32-1-101, *et seq.*, of the Colorado Revised Statutes, as amended from time to time.

State: means the State of Colorado.

Town: means the Town of Parker, Colorado.

Town Capital and Maintenance Mill Levy: means 5 mills that shall be levied by the District and either retained by the District or remitted to the Town and used for the construction and maintenance of infrastructure that the Town determines is necessary or desirable in connection with the impacts of development in the District. The utilization of the Town Capital and Maintenance Mill Levy shall be determined in the Intergovernmental Agreement. The Town Capital Maintenance Mill Levy shall be imposed by the District beginning the first year the District certifies a debt service mill levy and shall be subject to the Mill Levy Adjustment.

Town Code: means the Town of Parker Municipal Code, as may be amended and in effect from time to time.

Town Council: means the Town Council of the Town of Parker, Colorado.

III. BOUNDARIES

The area of the District Boundaries includes approximately 400 acres. A legal description of the District Boundaries is attached hereto as **Exhibit A**. A map of the District Boundaries is attached hereto as **Exhibit C**. A vicinity map is attached hereto as **Exhibit B**. It is anticipated that the Districts' Boundaries may change from time to time as it undergoes inclusions and exclusions pursuant to Section 32-1-401, *et seq.*, C.R.S., and Section 32-1-501, *et seq.*, C.R.S., subject to the limitations set forth in Article V below.

IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION

The Service Area consists of approximately 400 acres of land. The current assessed valuation of the Service Area is assumed to be \$0.00 for purposes of this Service Plan and, at build

out, is expected to be sufficient to reasonably discharge the Debt under the Financial Plan. The residential population of the Districts at build-out is estimated to be approximately 2,225 persons. The non-residential density of the Districts at build-out is estimated to be approximately 80,000 square feet.

Approval of this Service Plan by the Town does not imply approval of the development of a specific area within the Districts, nor does it imply approval of the number of residential units or the total site/floor area of commercial or industrial buildings which may be identified in this Service Plan or any of the exhibits attached thereto. The permitted level of the development within the Project is as contained within an Approved Development Plan.

Approval of this Service Plan by the Town in no way releases or relieves the developer of the Project, or the landowner or any subdivider of the Project property, or any of their respective successors or assigns, of obligations to construct public improvements for the Project or of obligations to provide to the Town such financial guarantees as may be required by the Town to ensure the completion of the Public Improvements, or of any other obligations to the Town under the Town Code or any applicable annexation agreement, subdivision agreement, or other agreements affecting the Project property or development thereof.

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES

A. Powers of the District and Service Plan Amendment

The District shall have the power and authority to provide the Public Improvements within and without the boundaries of the District as such power and authority is described in the Special District Act, and other applicable statutes, common law and the Constitution, subject to the limitations set forth in this Service Plan and the Intergovernmental Agreement.

1. Operations and Maintenance Limitation. The purpose of the District is to plan for, design, acquire, construct, install, relocate, redevelop and finance the Public Improvements. The District shall dedicate the Public Improvements to the Town or other appropriate jurisdiction or owners association in a manner consistent with the Approved Development Plan, other rules and regulations of the Town, and applicable provisions of the Town Code, all as directed by the Town. The District shall not be authorized to operate and maintain any part or all of the Public Improvements, or any other improvements, public or private, unless specifically provided for in the Intergovernmental Agreement.

2. Fire Protection Limitation. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless such facilities and services are provided pursuant to an intergovernmental agreement with the Town. The authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system shall not be limited by this provision.

3. Television Relay and Translation; Mosquito Control, and Other Limitations. Unless such facilities and services are provided pursuant to the Intergovernmental Agreement, the District shall not be authorized to plan for, design, acquire, construct, install,

relocate, redevelop, finance, operate, maintain or provide: (a) any television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project; (b) any mosquito control facilities and services; (c) any solid waste disposal, collection and transportation facilities and services; and (d) any security, covenant enforcement and design review services.

4. Construction Standards Limitation. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the Town and of federal and state governmental entities having proper jurisdiction, and of those special districts that qualify as “interested persons” under Section 32-1-204(1), C.R.S., as applicable. The District will obtain the Town’s approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

5. Property Acquisition Limitation; Transfer Requirement. The District shall not exercise any power of dominant eminent domain against the Town without the prior written consent of the Town. The District shall at no expense to the Town transfer to the Town all rights-of-way, fee interests and easements that the Town determines are necessary for access to and operation and maintenance of the Public Improvements, consistent with the Approved Development Plan and to the extent such interests have not been acquired by the Town through such Development Plan process.

6. Privately Placed Debt Limitation. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

We are [I am] an External Financial Advisor within the meaning of the District’s Service Plan.

We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by the District for the [insert the designation of the Debt] does not exceed a market [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

7. Inclusion and Exclusion Limitations. The District shall not include within any of its boundaries any property outside the Service Area without the prior written consent of the Town Council. The District shall not exclude any property from the District if such exclusion will result, or is reasonably anticipated to result, in detriment to the remaining residents and taxpayers within the District or any of the other Districts, or to any of the Districts’ bondholders. No District shall impose a mill levy and then exclude the property from its boundaries, unless the property is being included in one of the other Districts.

8. Total Debt Issuance Limitation. The Districts shall not issue Debt in excess of \$90,068,750 total aggregate principal amount, provided that such limitation shall not be applicable to refunding Bonds issued by the Districts to refund outstanding Debt. The foregoing figure is the product of: (a) the bonding capacity of the Districts, which was derived using the following assumptions: (i) the interest rate is not less than 150 basis points more than the 30 Year AAA MMD Index (as of the date of the submission of the Service Plan); (ii) inflation on completed structures does not exceed a 4% biennial growth rate; (iii) the bonds amortize over a period of 40 years; and (iv) debt service coverage is no less than 100%; and (v) the levying by each of the Districts of 57 mills for the Maximum Debt Mill Levy, 5 mills for the Infrastructure Capital Mill Levy, and 5 mills for the Town Capital and Maintenance Mill Levy; and (b) 125%. The Districts shall allocate the Debt among themselves in an intergovernmental agreement and shall provide a copy of such intergovernmental agreement and any subsequent amendments thereto to the Town. The Debt limitation shall not apply to the District's pledge of its property tax or specific ownership tax revenues derived from its mill levies to one of the other Districts (as defined in the Service Plan).

9. Monies from Other Governmental Sources. The District shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities for which the Town is eligible to apply for, except as may be specifically authorized in an intergovernmental agreement with the Town. This Section shall not apply to specific ownership taxes which shall be distributed to and be a revenue source for the District without any limitation.

10. Consolidation Limitation. The District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the Town, unless such consolidation is with one of the other Districts.

11. Bankruptcy Limitation. All of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy, the total debt issuance limitation, and the Maximum Debt Mill Levy Imposition Term have been established under the authority of the Town to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

(a) shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

(b) are, together with all other requirements of Colorado law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy or the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the Town as part of a Service Plan Amendment.

12. Revenue Bond Limitation. The District shall not issue revenue bonds where the revenue pledged to such bonds consists of fees, except as set forth in this Section. Prior to issuing any revenue bonds, the District shall submit all relevant details of such issuance to the Town Council, which may elect to treat the issuance of the revenue bonds as a material modification of the Service Plan. If the Town Council determines that the issuance of revenue bonds constitutes a material modification of the Service Plan, the District shall proceed to amend the Service Plan in accordance with Section 32-1-207, C.R.S. prior to issuing any revenue bonds. Bonds issued by one of the Districts to which one of the other Districts has pledged toward the repayment of such bonds its property taxes and/or specific ownership taxes derived from a mill levy or other source of revenue shall not be considered revenue bonds under this Section.

13. Service Plan Amendment Requirement. This Service Plan is general in nature and does not include specific detail in some instances because development plans have not been finalized. The Service Plan has been designed with sufficient flexibility to enable the Districts to provide required Public Improvements under evolving circumstances without the need for numerous amendments. Modification of the general types of services and facilities making up the Public Improvements, and changes in proposed configurations, locations or dimensions of the Public Improvements shall be permitted to accommodate development needs consistent with the then-current Approved Development Plan(s) for the Project, subject to the limitations of this Service Plan and the Intergovernmental Agreement.

The District is an independent unit of local government, separate and distinct from the Town, and its activities are subject to review by the Town only insofar as they may deviate in a material manner from the requirements of the Service Plan, Chapter 10.11 of the Town Code, or the Intergovernmental Agreement. As such, any action of the District which: (1) violates the limitations set forth in Sections V.A.1-14 above; (2) violates the limitations set forth in Section VI.B-H; (3) constitutes a material modification under Town Code Section 10.11.060; or (4) constitutes a failure to comply with the Intergovernmental Agreement or other agreement with the Town, which non-compliance has not been waived in writing by the Town, shall be deemed to be a material modification to this Service Plan and the Town shall be entitled to all remedies available under State and local law to enjoin such action(s) of the District.

Any Town approval requirements contained in this Service Plan (including, without limitation, any provisions requiring that a change, request, occurrence, act or omission be treated as a Service Plan Amendment or be deemed a “material modification” of the Service Plan) shall remain in full force and effect, and, unless otherwise provided by resolution of the Town Council, such Town approval shall continue to be required, notwithstanding any future change in law modifying or repealing any statutory provision concerning service plans, amendments thereof or modifications thereto.

B. Capital Plan

The Districts shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, and financing of the Public Improvements within the Service Area of the Districts and, to the extent necessary to improve adjacent streets and connect Public Improvements to existing infrastructure, without the boundaries of the Districts, all to be more specifically defined in an Approved Development Plan. A Capital Plan,

including: (1) a comprehensive list of the Public Improvements to be developed by the Districts; (2) an estimate of the cost of the Public Improvements, together with a letter from a Colorado professional registered engineer certifying that such costs are reasonable in the engineer's opinion and that such estimates were prepared based upon Town construction standards; and (3) a pro forma capital expenditure plan correlating expenditures with development is attached hereto as **Exhibit D**. Maps Depicting Public Improvements are attached hereto as **Exhibit E**. As shown in the Capital Plan, the estimated cost of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, or financed by the Districts is approximately \$55,874,986.85. Costs of required Public Improvements that cannot be financed by the Districts within the parameters of this Service Plan and the financial capability of the Districts are expected to be financed by the developer of the Project.

The Districts shall be permitted to allocate costs between such categories of the Public Improvements as deemed necessary in its discretion.

All of the Public Improvements described herein will be designed in such a way as to assure that the Public Improvements standards will be compatible with those of the Town and shall be in accordance with the requirements of the Approved Development Plan. All descriptions of the Public Improvements to be constructed, and their related costs, are estimates only and are subject to modification as engineering, development plans, economics, the Town's requirements, and construction scheduling may require. Upon approval of this Service Plan, the Districts will continue to develop and refine the Capital Plan and the Map Depicting Public Improvements, as necessary, and prepare for issuance of Debt. All cost estimates will be inflated to then-current dollars at the time of the issuance of Debt and construction. All construction cost estimates contained in **Exhibit D** assume construction to applicable standards and specifications of the Town and state and federal requirements.

C. Multiple District Structure

It is anticipated that the Districts, collectively, will undertake the financing and construction of certain of the Public Improvements contemplated herein. Specifically, the Districts shall enter into one or more intergovernmental agreements with each other (subject to Section X herein), which intergovernmental agreement(s) shall govern the relationships between and among the Districts with respect to the financing, construction and operation of the Public Improvements. The Districts will establish a mechanism whereby any one or more of the Districts may separately or collectively fund, construct, install and operate the Public Improvements.

VI. FINANCIAL PLAN

A. General

The Districts shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements from its revenues and by and through the proceeds of Debt to be issued by the Districts. The Financial Plan for the Districts shall be to issue such Debt as the District can reasonably pay within the Maximum Debt Mill Levy Imposition Term from revenues derived from the Maximum Debt Mill Levy and other legally available revenues. All bonds and other Debt issued by the Districts may

be payable from any and all legally available revenues of the Districts, including general ad valorem taxes to be imposed upon all taxable property within the Districts. The Districts will also rely upon various other revenue sources authorized by law, such as interest, specific ownership taxes, advances from the Project developer and grants. The District is also authorized to assess and collect a Development Fee as set forth in Section VI.E, below. Unless specifically authorized in the Intergovernmental Agreement, the District shall not impose or assess any fees, rates, tolls, penalties, or charges other than the Development Fee without first obtaining Town approval of an amendment to this Service Plan, which amendment shall be deemed to be a material modification hereof.

The total combined Debt that the Districts shall be permitted to issue shall not exceed \$90,068,750 in aggregate principal amount. Debt is permitted to be issued on a schedule and in such year or years as the Districts determine shall meet the needs of the Capital Plan referenced above and the progression of the development, subject to compliance with this Service Plan. The \$90,068,750 that the Districts shall be permitted to issue is supported by the Financial Plan prepared by D.A. Davidson & Co., attached hereto as **Exhibit F**. D.A. Davidson & Co., shall attach a certification to the Financial Plan, certifying that based upon the assumptions contained therein and their professional opinion, the Districts are expected to retire all Debt referenced in the Financial Plan within the restrictions set forth in the Service Plan, including but not limited to the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term.

B. Maximum Voted Interest Rate and Maximum Underwriting Discount

The interest rate on any Debt is limited to the market rate at the time the Debt is issued. In the event of a default, the proposed maximum interest rate on any Debt shall not exceed twelve percent (12%). The proposed maximum underwriting discount will be four percent (4%). Debt, when issued, will comply with all relevant requirements of this Service Plan, State law and Federal law as then applicable to the issuance of public securities.

C. Maximum Debt Mill Levy

The “Maximum Debt Mill Levy” shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District, and shall be determined as follows:

1. For the portion of any aggregate District Debt which exceeds 50% of the District’s assessed valuation, the Maximum Debt Mill Levy for such portion of Debt shall be fifty-seven (57) mills less the number of mills necessary to pay unlimited mill levy Debt described in Section VI.C.2 below, subject to the Mill Levy Adjustment. As of the date of this Service Plan, the Mill Levy Adjustment allows for a Maximum Debt Mill Levy of fifty-seven (57) mills. Except for permitted Mill Levy Adjustments, the District’s mill levy shall not exceed the Maximum Debt Mill Levy. If the District otherwise proposes to adjust its mill levy above the Maximum Debt Mill Levy for the purpose of offsetting any constitutionally or legislatively mandated credit, cut, abatement or change in the method of calculating assessed valuation, the District shall first submit all relevant details of such proposed adjustment to the Town Administrator, who may approve such proposed adjustment in writing or refer the proposal to the Town Council, which may elect to treat the proposed mill levy adjustment as a material modification of the Service Plan. If the

Town Council determines that such adjustment constitutes a material modification of the Service Plan, the District shall proceed to amend the Service Plan in accordance with Section 32-1-207, C.R.S. The District shall obtain written approval of the Town Administrator or of a Service Plan amendment prior to any such mill levy adjustment.

2. For the portion of any aggregate District Debt which is equal to or less than 50% of the District's assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

3. For purposes of the foregoing, once Debt has been determined to be within Section VI.C.2 above, so that the District is entitled to pledge to its payment an unlimited ad valorem mill levy, the District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in the District's Debt to assessed ratio. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law.

D. Maximum Debt Mill Levy Imposition Term

The District shall not impose the Maximum Debt Mill Levy for repayment of any and all Debt (or use the proceeds of the Maximum Debt Mill Levy for repayment of Debt) on any single property developed for residential uses which exceeds forty (40) years after the year of the initial imposition of such Maximum Debt Mill Levy unless a majority of the Board of the District are residents of the District and have voted in favor of a refunding of a part or all of the Debt and such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S. *et seq.*

E. Operation and Maintenance Mill Levy

The District shall be permitted to levy up to 10 mills, subject to the Mill Levy Adjustment, for the purpose of paying for the costs of ongoing administrative, accounting and legal services of the District, and, if applicable, the costs of maintaining certain regional Public Improvements, as the same are identified in the Intergovernmental Agreement.

The estimated cost of engineering services, legal services and administrative services, together with the estimated costs of the Districts' organization and initial operations, are anticipated to be \$100,000, which will be eligible for reimbursement from Debt proceeds. The 2019 operating budget for the District is approximately \$50,000, which is anticipated to be derived from property taxes and other revenues, including developer advances. The District shall maintain, from revenues derived from the Operation and Maintenance Mill Levy and other legally available revenues authorized under this Service Plan, sufficient funds to pay the District's operating costs.

F. Infrastructure Capital Mill Levy and Town Capital and Maintenance Mill Levy

The District shall levy the Infrastructure Capital Mill Levy and the Town Capital and Maintenance Mill Levy the first year the District certifies a debt service mill levy and the

Infrastructure Capital Mill Levy and the Town Capital and Maintenance Mill Levy shall both be subject to the Mill Levy Adjustment.

The Infrastructure Capital Mill Levy shall be levied by the District and either retained by the District or remitted to the Town (or a combination thereof) and used for the planning, design and construction of infrastructure that the Town determines is necessary or desirable in connection with the impacts of development in the District, as set forth in the Intergovernmental Agreement. Likewise, the Town Capital and Maintenance Mill Levy shall be levied by the District and remitted to the Town and used for capital costs or for the maintenance of infrastructure that the Town determines is necessary or desirable in connection with the impacts of development in the District, also as set forth in the Intergovernmental Agreement.

The requirement that the District impose the Infrastructure Capital Mill Levy and the Town Capital and Maintenance Mill Levy shall exist for the duration of the life of the District.

G. Debt Repayment Sources

The District may impose the Maximum Debt Mill Levy on taxable property within its boundaries as a primary source of revenue for repayment of debt service. In no event shall the debt service mill levy in the District exceed the Maximum Debt Mill Levy or, for residential property within the District, the Maximum Debt Mill Levy Imposition Term.

Subject to the terms of the Intergovernmental Agreement, the District may also utilize the Infrastructure Capital Mill Levy and the Town Capital and Maintenance Mill Levy for the repayment of debt service.

The District may also collect a Development Fee, as allowed and limited by Colorado law, provided that such Development Fee does not exceed the following limits:

1. For each single-family detached residential unit, the Development Fee shall not exceed Two Thousand Dollars (\$2,000).
2. For each single-family attached or multi-family residential unit, the Development Fee shall not exceed One Thousand Five Hundred Dollars (\$1,500).
3. For a structure other than a single-family or multi-family residential structure, the Development Fee shall not exceed Twenty-Five Cents (\$0.25) per square foot of the structure.

The Development Fee set forth in this Service Plan may increase by up to the Consumer Price Index for Denver-Boulder, all items, all urban consumers (or its successor index for any years for which Consumer Price Index is not available) each year thereafter (as an inflation adjustment) commencing on January 1, 2019. In addition, should the Town's Model Service Plan be amended to allow for an increase in such Development Fees, such increase in Development Fees shall apply to the District. The Development Fee shall be collected prior to issuance of a certificate of occupancy. Unless specifically authorized in the Intergovernmental Agreement, the District shall not impose or assess any fees, rates, tolls, penalties, or charges other than the

Development Fee, as limited above, without first obtaining Town approval of an amendment to this Service Plan, which amendment shall be deemed to be a material modification hereof.

H. Debt Instrument Disclosure Requirement

In the text of each Bond and any other instrument representing and constituting Debt, the issuing District shall set forth a statement in substantially the following form:

By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations in respect of the payment of the principal of and interest on this Bond contained herein, in the resolution of the District authorizing the issuance of this Bond, and in the Service Plan of the District.

A substantially similar statement describing the limitations in respect of the payment of the principal of and interest on Debt set forth in this Service Plan shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, a developer of property within the boundaries of the District. If no offering documents are used, then the District shall deliver the statement to any prospective purchaser of such Debt. The Town may by written notice to the District require modifications to the form of disclosures statement.

I. Security for Debt

The District shall not pledge any revenue, property or other assets of the Town as security for any District indebtedness. Approval of this Service Plan shall not be construed as a guarantee by the Town of payment of the District's obligations; nor shall anything in the Service Plan be construed so as to create any responsibility or liability on the part of the Town in the event of default by the District in the payment of any such obligation.

J. TABOR Compliance

The District will comply with the provisions of TABOR. In the discretion of the Board, the District may set up enterprises or nonprofit entities to manage, fund, construct and operate facilities, services, and programs. To the extent allowed by law, any entity created by a District will remain under the control of the District's Board. The activities of such enterprises and entities shall comply with the provisions of this Service Plan.

K. Subdistricts

A District may organize subdistricts or areas as allowed by Section 32-1-1101(1)(f), C.R.S., provided, however, that without the approval of the Town, any such subdistrict(s) or area(s) shall be subject to all limitations on debt and other provisions of the Service Plan. In accordance with Section 32-1-1101(1)(f)(I), C.R.S., the District shall notify the Town prior to establishing any such subdistrict(s) or area(s), and shall provide the Town with details regarding the purpose, location, and relationship of the subdistrict(s) or area(s). The Town Council may elect to treat the organization of any such subdistrict(s) or area(s) as a material modification of the Service Plan.

VII. ANNUAL REPORT

A. General

In accordance with Town Code Section 10.11.040, the District shall file an annual report with the Town Clerk not later than September 1st of each calendar year following approval of this Service Plan, which annual report shall reflect activity and financial events of the District through the preceding December 31 (the “report year”). The Districts may file a combined report. The Town Council reserves the right, pursuant to Section 32-1-207(3)(c), C.R.S., to request an annual report from the District beyond five (5) years after the District’s organization. The District shall be not be required to file an annual report if the District has declared inactive status pursuant to Section 32-1-104, C.R.S.

B. Reporting of Significant Events

The annual report shall include the following:

1. A list of public infrastructure the District constructed or installed during the report year, and a schedule for the construction or installation of future public infrastructure, as well as any maintenance operations or activities the District has undertaken during the report year and maintenance operations or activities the District plans to undertake in the upcoming year;
2. Except when exemption from audit has been granted for the report year under the Local Government Audit Law, the audited financial statements of the District for the report year including a statement of financial condition (i.e., balance sheet) as of December 31 of the report year and the statement of operations (i.e., revenues and expenditures) for the report year;
3. Unless disclosed within a separate schedule to the financial statements, a summary of the capital expenditures incurred by the District in development of Public Improvements in the report year, as well as any Public Improvements proposed to be undertaken in the five (5) years following the report year;
4. Unless disclosed within a separate schedule to the financial statements, a summary of the financial obligations of the District at the end of the report year, including the amount of outstanding Debt, the amount and terms of any new Debt issued in the report year, the amount of payment or retirement of existing Debt of the District in the report year, the total assessed valuation of all taxable properties within the District as of January 1 of the report year and the current mill levy of the District pledged to Debt retirement in the report year;
5. The District’s budget for the calendar year in which the annual report is submitted;
6. A summary of the residential and commercial development in the District for the report year;
7. A summary of all fees, charges and assessments imposed by the District as of January 1 of the report year;

8. Certification of the Board that no action, event or condition enumerated in Town Code Section 10.11.060 has occurred in the report year, or certification that such event has occurred but that an amendment to the Service Plan that allows such event has been approved by Town Council;

9. The name, business address and telephone number of each member of the Board and its chief administrative officer and general counsel, together with the date, place and time of the regular meetings of the Board; and

10. Certification from the Board of the District that the District is in compliance with all provisions of the Service Plan.

11. A copy of the most recent notice issued by the District, pursuant to Section 32-1-809, C.R.S.

12. A copy of any intergovernmental agreements entered into by the District since the filing of the last annual report.

VIII. DISSOLUTION

Upon an independent determination of the Town Council that the purposes for which the District was created have been accomplished, the District agrees to file a petition in the District Court for and in Douglas County, Colorado, for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of its outstanding indebtedness and other financial obligations as required pursuant to State statutes.

IX. DISCLOSURE TO PURCHASERS

The Town wants residential buyers to be aware of the additional tax burden to be imposed. The Town mandates early written and recorded notice of the total (overlapping) tax burden, including the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, if applicable, as well as the Operation and Maintenance Mill Levy, the Infrastructure Capital Mill Levy and the Town Capital and Maintenance Mill Levy. The Town will review the type and timing of the disclosure, which the proponents of the District are proposing. The notice shall be recorded against all property within the District within thirty (30) days of approval of this Service Plan by the Town.

There is attached hereto as **Exhibit G** the Project Developer's Indemnification Letter, which is submitted to the Town by the Developer as part of this Service Plan. There is also attached hereto as **Exhibit G** the form of a District Indemnification Letter. The District shall approve and execute the Indemnification Letter at its first Board meeting after approval of this Service Plan by the Town, in the same form as the Indemnification Letter set forth in **Exhibit G** and shall promptly deliver an executed original to the Town.

X. INTERGOVERNMENTAL AGREEMENTS

The form of the intergovernmental agreement required by Town Code Section 10.11.140(a), relating to the limitations imposed on the District's activities, is attached hereto as **Exhibit H**. The District shall approve and execute the Intergovernmental Agreement within 60 days after approval of this Service Plan by the Town, in the same form as the Intergovernmental Agreement approved by Town Council, and shall promptly deliver an executed original to the Town. Failure of the District to execute the Intergovernmental Agreement as required herein shall constitute a material modification and shall require a Service Plan Amendment. The Town Council may approve the Intergovernmental Agreement at the public hearing approving the Service Plan.

Other than the Intergovernmental Agreement referenced in this Section and the intergovernmental agreement referenced in Section V(C) above, no intergovernmental agreements between the Districts and any other government are currently anticipated. Any intergovernmental agreement proposed regarding the subject matter of this Service Plan shall be subject to review by the Town prior to its execution by the District. Such Town review shall be with reference to whether the intergovernmental agreement is in compliance with this Service Plan, the Intergovernmental Agreement, and the terms of the Approved Development Plan or other instrument related to the Public Improvements. After submission of the proposed intergovernmental agreement in substantially final form to Town staff, the Town will notify the Districts within twenty (20) calendar days whether the intergovernmental agreement constitutes a material modification of the Service Plan necessitating an amendment in accordance with Section 32-1-207(2)(a), C.R.S..

XI. NON-COMPLIANCE WITH SERVICE PLAN

In the event it is determined that the District has undertaken any act or omission which violates the Service Plan or constitutes a material departure from the Service Plan, the Town may impose any of the sanctions set forth in Section 10.11.220 of the Town Code, including but not limited to affirmative injunctive relief to require the District to act in accordance with the provisions of this Service Plan. To the extent permitted by law, the District hereby waives the provisions of Section 32-1-207(3)(b), C.R.S. and agrees it will not rely on such provisions as a bar to the enforcement by the Town of any provisions of this Service Plan.

XII. CONCLUSION

It is submitted that this Service Plan for the District, as required by Section 32-1-203(2), C.R.S., and Section 10.11.180 of the Town Code, establishes that:

1. There is sufficient existing and projected need for organized service in the area to be serviced by the District;
2. The existing service in the area to be served by the District is inadequate for present and projected needs;
3. The District is capable of providing economical and sufficient service to the area within its proposed boundaries;

4. The area to be included in the District does have, and will have, the financial ability to discharge the proposed indebtedness on a reasonable basis;
5. Adequate service is not, and will not be, available to the area through the Town or County or other existing municipal or quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis;
6. The facility and service standards of the District are compatible with the facility and service standards of the Town;
7. The proposal is in substantial compliance the Town's Master Plan;
8. The proposal is in compliance with any duly adopted Town, regional or state long-range water quality management plan for the area;
9. The creation of the District is in the best interests of the area proposed to be served;
10. The creation of the District is in the best interests of the residents and future residents of the area proposed to be served;
11. The proposal is in substantial compliance with Chapter 10.11 of the Town Code;
and
12. The proposal will not foster urban development that is remote or incapable of being integrated with existing urban areas, and will not place a burden on the Town or adjacent jurisdictions to provide urban services to residents of the District.

EXHIBIT A

Legal Descriptions

EXHIBIT A
HESS RANCH METROPOLITAN DISTRICT NO. 3
ALL OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 7 SOUTH
RANGE 66 WEST, 6TH P.M.,

LEGAL DESCRIPTION

A PARCEL OF LAND BEING ALL OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER SAID SECTION 9 AND CONSIDERING EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9 BEING MONUMENTED AT THE NORTHEAST CORNER OF SAID SECTION 9 BY A 3-1/4" ALUMINUM CAP STAMPED LS 23053 AND AT THE EAST QUARTER CORNER OF SAID SECTION 9 BY A 2-1/2" ALUMINUM CAP STAMPED LS 6935 TO BEAR SOUTH 00°15'06" EAST, 2648.70 FEET WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE SOUTH 89°25'59" WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 2640.85 FEET TO A POINT BEING THE CENTER QUARTER CORNER OF SAID SECTION 9;

THENCE NORTH 00°16'46" WEST ALONG THE WEST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 2649.38 FEET TO A POINT BEING THE NORTH QUARTER CORNER OF SAID SECTION 9;

THENCE NORTH 89°26'53" EAST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 2642.13 FEET TO A POINT BEING THE NORTHEAST CORNER OF SAID SECTION 9;

THENCE SOUTH 00°15'06" EAST ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 2648.70 FEET TO THE **POINT OF BEGINNING**,

SAID HESS RANCH METROPOLITAN DISTRICT NO. 3 CONTAINING A CALCULATED AREA OF 6,997,332 SQUARE FEET OR 160.637 ACRES, MORE OR LESS.

THE LINEAL UNIT USED IN THE PREPARATION OF THIS LEGAL DESCRIPTION IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.

I, WILLIAM F. HESSELBACH JR., A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.

WILLIAM F. HESSELBACH JR., P.L.S. 25369
FOR AND ON BEHALF OF
CVL CONSULTANTS OF COLORADO, INC.
10333 E. DRY CREEK ROAD, SUITE 240
ENGLEWOOD, CO 80112



EXHIBIT B

Parker Vicinity Map

TRAILS AT CROWFOOT VICINITY MAP

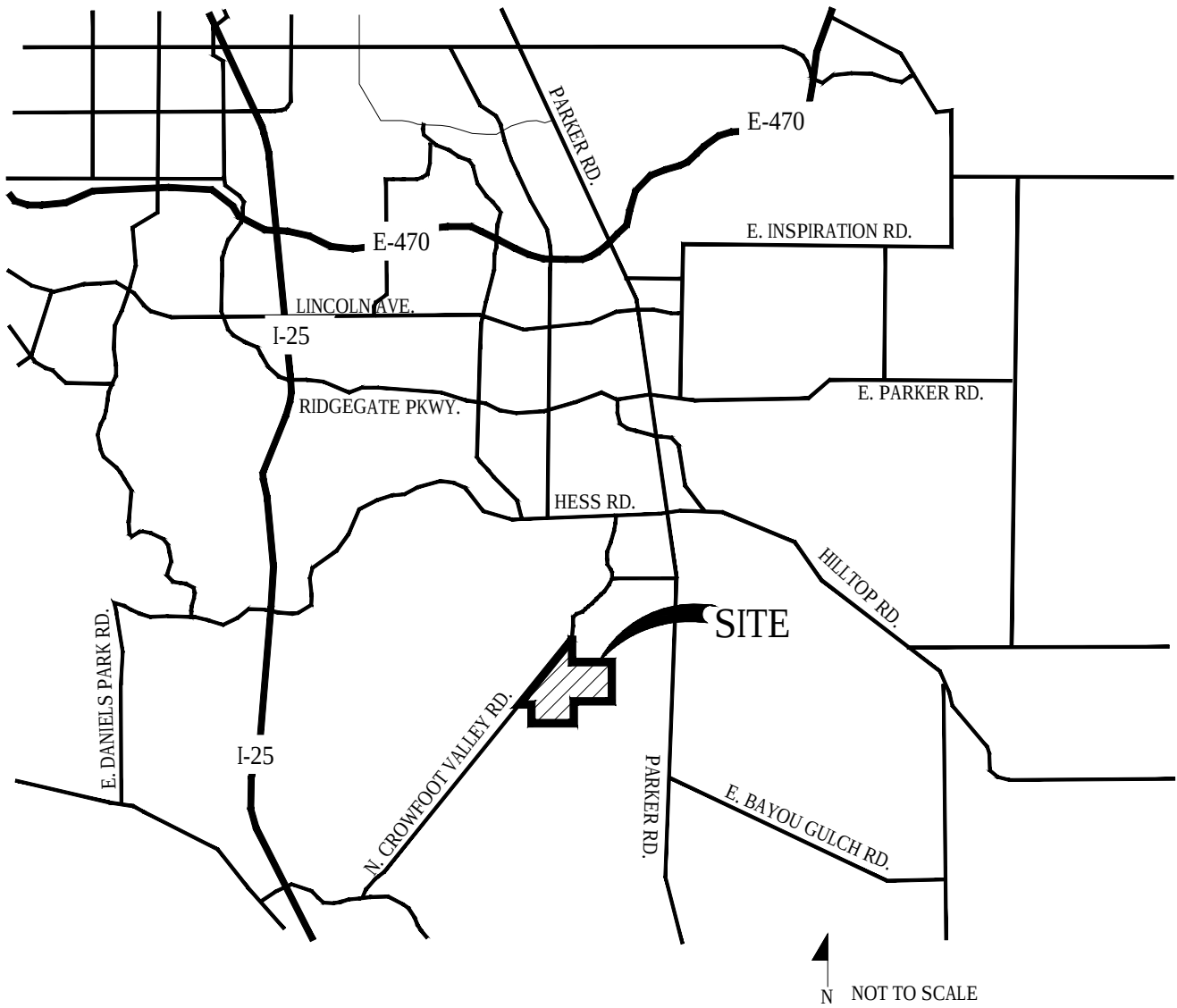
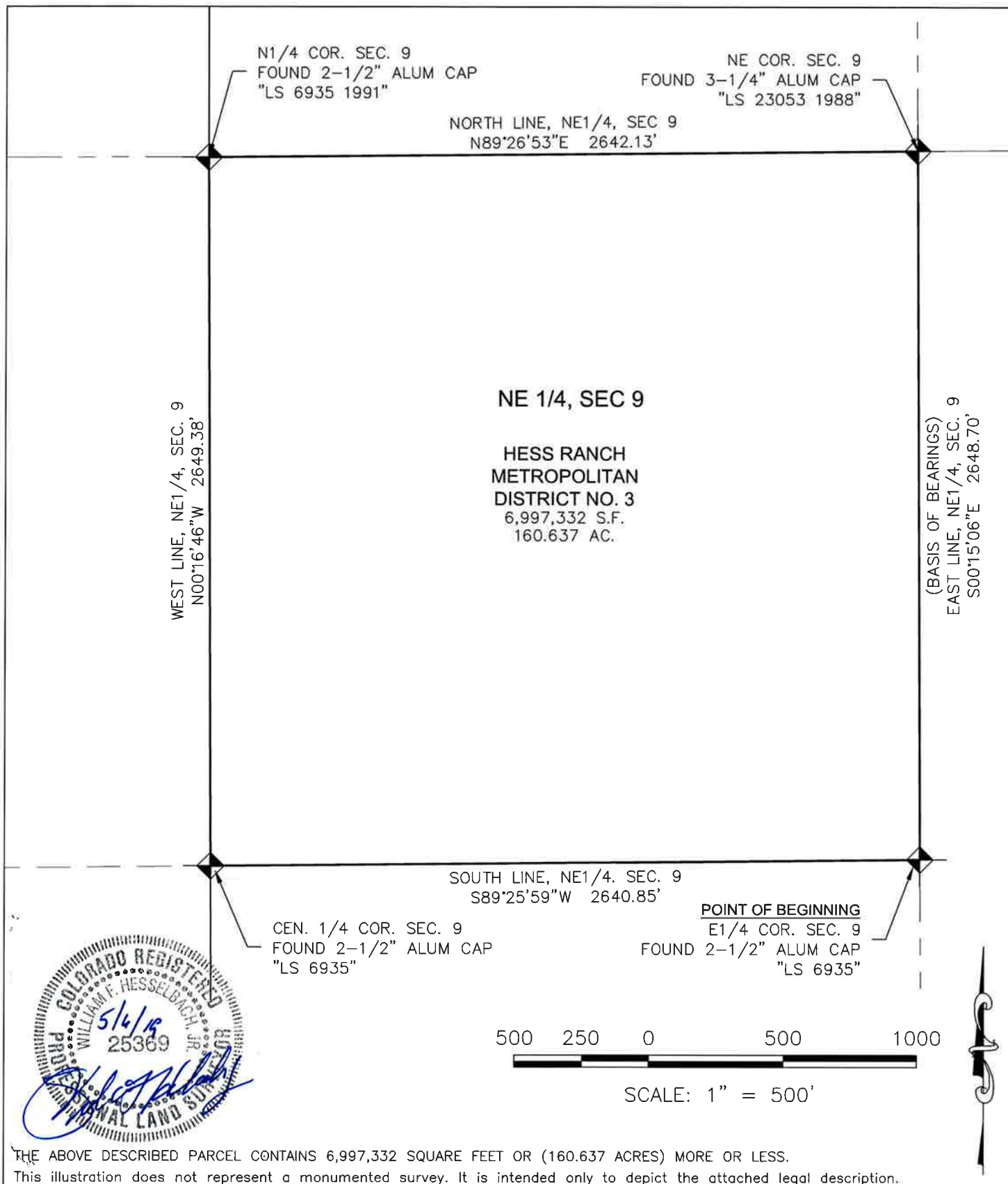


EXHIBIT C

District Boundary Map



THE ABOVE DESCRIBED PARCEL CONTAINS 6,997,332 SQUARE FEET OR (160.637 ACRES) MORE OR LESS.

This illustration does not represent a monumented survey. It is intended only to depict the attached legal description.

HESS RANCH
METROPOLITAN DISTRICT NO. 3
NORTHEAST QUARTER SECTION 9
T7S, R66W, 6TH P.M.

DOUGLAS COUNTY, COLORADO



SHEET 1 OF 1

10333 E. Dry Creek Rd.
Suite 240
Englewood, CO 80111
Tel: (720) 482-9526
Fax: (720) 482-9546

DATE: MAY 3, 2019

EXHIBIT D

Capital Plan and Engineer's Opinion of Probable Cost



10333 E. Dry Creek Road
Suite 240
Englewood, Colorado 80112
720.482.9526 Fax 720.482.9546

TRAILS AT CROWFOOT FILING 1 ENGINEER'S ESTIMATE OF ANTICIPATED COSTS

PROJECT:	TRAILS AT CROWFOOT FILING 1	ACREAGE:	254.309
CLIENT:	E5X MANAGEMENT	LOTS:	0
ESTIMATE PREPARED BY:	CVL CONSULTANTS OF COLORADO, INC.	JOB NUMBER:	283701
		PHASE:	FILING 1
		DATE:	2/26/2018

SANITARY SEWER

ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
	8" SEWER (PVC)	8,787	L.F.	\$48.00	\$421,776.00
	12" SEWER (PVC)	7,080	L.F.	\$54.00	\$382,320.00
	18" SEWER (PVC)	6,580	L.F.	\$67.00	\$440,860.00
	4' DIA. MANHOLE	118	EA.	\$2,850.00	\$336,300.00
	INTERMEDIATE PLATFORM	0	EA.	\$700.00	\$0.00
	4" SEWER SERVICE	47	EA.	\$1,615.00	\$75,905.00
	20" STEEL CASING	70	L.F.	\$2,000.00	\$140,000.00
	CONNECTION TO EXISTING MAIN	1	EA.	\$1,900.00	\$1,900.00
					\$1,799,061.00

WATERLINE

ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
	6" WATERPIPE (DIP)	3,688	L.F.	\$20.00	\$73,760.00
	8" WATERPIPE (PVC)	8,831	L.F.	\$39.00	\$344,409.00
	12" WATERPIPE (PVC)	8,075	L.F.	\$57.00	\$460,275.00
	16" WATERPIPE (DIP)	6,002	L.F.	\$77.60	\$465,755.20
	6" GATE VALVE	29	EA.	\$1,000.00	\$29,000.00
	8" GATE VALVE	71	EA.	\$1,750.00	\$124,250.00
	12" GATE VALVE	22	EA.	\$3,000.00	\$66,000.00
	16" BUTTERFLY VALVE	12	EA.	\$18,000.00	\$216,000.00
	8" MISC. FITTINGS	69	EA.	\$460.00	\$31,740.00
	12" MISC. FITTINGS	30	EA.	\$730.00	\$21,900.00
	16" MISC. FITTINGS	16	EA.	\$1,500.00	\$24,000.00
	AIR / VACUUM VALVE	9	EA.	\$6,700.00	\$60,300.00
	8" CAP WITH BLOW OFF	30	EA.	\$2,000.00	\$60,000.00
	12" CAP WITH BLOW OFF	5	EA.	\$2,500.00	\$12,500.00
	2" BLOW OFF VALVE (8" LINE-LOW POINT)	3	EA.	\$2,000.00	\$6,000.00
	6" BLOW OFF VALVE (16" LINE-LOW POINT)	1	EA.	\$2,500.00	\$2,500.00
	FIRE HYDRANTS WITH 6" LEAD	29	EA.	\$5,000.00	\$145,000.00
	IRRIGATION SERVICE W/ METER(2")	5	EA.	\$2,500.00	\$12,500.00
	IRRIGATION SERVICE W/ METER(1")	0	EA.	\$2,000.00	\$0.00
	DOMESTIC WATER SERVICE W/ METER	47	EA.	\$1,400.00	\$65,800.00
	20" STEEL CASING	70	L.F.	\$2,000.00	\$140,000.00
	CONNECTION TO EXISTING MAIN	3	EA.	\$1,000.00	\$3,000.00
					\$2,364,689.00



CONTINGENCIES 20% OF CONSTRUCTION COSTS = **\$832,750.00**

Total Filing 1 Water/Sewer= **\$4,996,500.00**



CVL Consultants of Colorado, Inc.
 10333 E. Dry Creek Rd
 Suite 240
 Englewood, Colorado 80112
 720.482.9526 Fax 720.482.9546

**ENGINEERS PUBLIC IMPROVEMENT COST ESTIMATE
 TRAILS AT CROWFOOT FILING 1
 2/8/2018**

EARTHWORK

No.	Description	Quantity	Unit	UNIT COST	Total Cost
	OVERLOT GRADING	880,000	C.Y.	\$3.00	\$2,640,000.00
	IMPORT/EXPORT	0	C.Y.	\$6.00	\$0.00
	TOP SOIL	104,400	C.Y.	\$1.75	\$182,700.00
Total Cost					\$2,822,700.00

ROADWAY

No.	Description	Quantity	Unit	Cost/Unit	Total Cost
	6" VERTICAL CURB & GUTTER (2' PAN)	8,973	L.F.	\$22.00	\$197,406.00
	6" VERTICAL CURB & GUTTER (1' PAN)	8,210	L.F.	\$22.00	\$180,620.00
	4" MOUNTABLE CURB & GUTTER	13,796	L.F.	\$24.00	\$331,104.00
	HOT MIX ASPHALT PAVEMENT (5" DEPTH)	44,068	S.Y.	\$23.50	\$1,035,590.17
	CONCRETE PAVEMENT	1,927	S.Y.	\$90.00	\$173,460.00
	AGGRIGATE BASE COURSE	10,498	C.Y.	\$40.50	\$425,181.00
	SUBGRADE STABILIZATION	62,990	S.Y.	\$2.10	\$132,278.53
	ROADWAY SUBGRADE PREP (EXTEND 2' OUTSIDE CURB)	62,990	S.Y.	\$1.25	\$78,737.22
	COLORED CONCRETE CROSSWALK	500	S.Y.	\$160.00	\$80,000.00
	5' DETACHED CONCRETE SIDEWALK	18,862	L.F.	\$27.00	\$509,274.00
	8' SIDEWALK	4,167	L.F.	\$45.50	\$189,598.50
	SIDEWALK SUBGRADE PREP (MIN 1' OUTSIDE LIMITS)	19,300	S.Y.	\$1.25	\$24,125.56
	CORNER CURB RAMP (INCLUDES SUBGRADE PREP)	89	EA.	\$2,200.00	\$195,800.00
	MIDBLOCK CURB RAMP (INCLUDES SUBGRADE PREP)	5	EA.	\$2,200.00	\$11,000.00
	CROSS PAN (INCLUDES SUBGRADE PREP)	650	S.Y.	\$103.50	\$67,275.00
	TRENCH DRAIN	10,306	L.F.	\$19.00	\$195,814.00
	MEDIAN COVER	600	S.Y.	\$90.00	\$54,000.00
	ADJUST MANHOLE	118	EA.	\$760.00	\$89,680.00
	ADJUST WATER VALVE	97	EA.	\$425.00	\$41,225.00
Total Cost					\$4,012,168.98

CONCRETE TRAILS

No.	Description	Quantity	Unit	Cost/Unit	Total Cost
	10' REGIONAL TRAIL	3,555	L.F.	\$45.00	\$159,975.00
	SIDEWALK SUBGRADE PREP (MIN1' OUTSIDE LIMITS)	1,370	S.Y.	\$9.80	\$13,426.00
Total Cost					\$173,401.00

STRIPING

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	LONG LINE EPOXY PVMT. MARKING	114	GAL	\$105.00	\$11,941.00
	CROSSWALK BAR	2,280	S.F.	\$8.00	\$18,240.00
	STOP BAR	0	S.F.	\$0.93	\$0.00
	ARROW	38	EA.	\$120.00	\$4,560.00
Total Cost					\$34,741.00



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**ENGINEERS PUBLIC IMPROVEMENT COST ESTIMATE
TRAILS AT CROWFOOT FILING 1
2/8/2018**

SIGNAGE (INCLUDE POST AND ANCHOR)

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	STREET NAME SIGN	8	EA.	\$530.00	\$4,240.00
	GROUND SIGN	0	EA.	\$280.00	\$0.00
	TYPE III BARRICADE	0	EA.	\$2,500.00	\$0.00
	SPECIAL SIGN (SPEED LIMIT, DEAD END, MISC SIGNS)	16	EA.	\$280.00	\$4,480.00
Total Cost					\$8,720.00

DRAINAGE AND STORMWATER IMPROVMENTS

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	18" RCP	3,703	L.F.	\$64.00	\$236,992.00
	24" RCP	2,439	L.F.	\$83.00	\$202,437.00
	30" RCP	499	L.F.	\$100.00	\$49,900.00
	36" RCP	2,458	L.F.	\$136.00	\$334,288.00
	42" RCP	479	L.F.	\$155.00	\$74,245.00
	48" RCP	72	L.F.	\$200.00	\$14,400.00
	6'X6' RCBC	367	L.F.	\$1,150.00	\$422,050.00
	HEADWALL (PER CDOT STANDARDS - INCLUDES HANDRAILS AND WINGWALLS)	3	EA.	\$10,000.00	\$30,000.00
	SCULPTED CONCRETE DROP STRUCTURE	6	EA.	\$127,000.00	\$762,000.00
	18" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$2,200.00	\$0.00
	24" FES WITH CONCRETE CUTOFF WALL	2	EA.	\$2,400.00	\$4,800.00
	30" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$2,650.00	\$0.00
	36" FES WITH CONCRETE CUTOFF WALL	3	EA.	\$3,000.00	\$9,000.00
	48" FES WITH CONCRETE CUTOFF WALL	1	EA.	\$3,400.00	\$3,400.00
	4' MANHOLE	25	EA.	\$2,500.00	\$62,500.00
	5' MANHOLE	26	EA.	\$3,070.00	\$79,820.00
	6' MANHOLE	6	EA.	\$4,380.00	\$26,280.00
	5' TYPE R INLET	0	EA.	\$9,000.00	\$0.00
	10' TYPE R INLET (SPECIFIC ON 10" INCREMENT)	15	EA.	\$10,700.00	\$160,500.00
	15' TYPE R INLET	17	EA.	\$11,000.00	\$187,000.00
	TYPE C INLET	5	EA.	\$7,500.00	\$37,500.00
	OUTLET STRUCTURE WITH MICROPOOL (POND A)	1	L.S.	\$100,000.00	\$100,000.00
	OUTLET STRUCTURE WITH MICROPOOL (POND B)	1	L.S.	\$50,000.00	\$50,000.00
	OUTLET STRUCTURE WITH MICROPOOL (POND D)	1	L.S.	\$50,000.00	\$50,000.00
	TRICKLE CHANNEL (4' STANDARD WIDTH WITH 6" VERTICAL CURBS)	1,593	L.F.	\$130.00	\$207,090.00
	FOREBAY	6	EA.	\$34,000.00	\$204,000.00
	ACCESS PATH	1	L.S.	\$50,000.00	\$50,000.00
	LEMON GULCH CHECK DAM	1	L.S.	\$20,000.00	\$20,000.00
	RIPRAP	370	C.Y.	\$150.00	\$55,500.00
	12" NYLOPLAST YARD DRAIN	2	EA.	\$100.00	\$200.00
	12" PVC	108	L.F.	\$60.00	\$6,480.00
Total Cost					\$3,440,382.00

PUBLIC IMPROVMENTS (TOWN) SUBTOTAL \$10,492,112.98

CONSTRUCTION CONTINGENCY (10%)	\$1,049,211.30
MOBILIZATION (5%)	\$524,605.65
SURVEYING (3%)	\$314,763.39
CONSTRUCTION MANAGEMENT & TESTING (12%)	\$1,259,053.56

PUBLIC IMPROVEMENT TOTAL \$13,639,746.87

SECURITY AT 110% = \$15,003,721.56

Trails at Crowfoot JDA Filing 1-Preliminary Landscape Cost Estimate-Open Space

PCS Group

Opinion of Probable Cost

Date: 4.4.2018

Filing 1 -Open Space				
Tract Landscape behind Sidwalks				
Improvement	Quantity	Unit	Unit Cost	Total
Plant Material				
Deciduous Trees (2.5" cal)	64	EA	\$ 560.00	\$ 35,840.00
Evergreen Trees (8' ht)	285	EA	\$ 690.00	\$ 196,650.00
Ornamental Trees (2" cal)	32	EA	\$ 480.00	\$ 15,360.00
Deciduous Shrubs (5 gal)	610	EA	\$ 50.00	\$ 30,500.00
Evergreen Shrubs (5 gal)	297	EA	\$ 50.00	\$ 14,850.00
Ornamental Grasses	547	EA	\$ 25.00	\$ 13,675.00
Perennials	320	EA	\$ 15.00	\$ 4,800.00
Permanently Irrigated Native Seed- (w/prep)	107,279	SF	\$ 0.75	\$ 80,459.25
Enviro-Turf grass (w/prep.)	13,795	SF	\$ 1.00	\$ 13,795.00
2"-4" Cobble rock mulch (3" depth)	33,030	SF	\$ 1.25	\$ 41,287.50
Steel Edger	5,200	LF	\$ 3.00	\$ 15,600.00
Landscape Boulders	36	EA	\$ 400.00	\$ 14,400.00
*Irrigation (Spray for native and turf areas)	121,074	SF	\$ 0.90	\$ 108,966.60
*Irrigation (Drip emitters for shrub areas)	1	LS	\$ 40,000.00	\$ 40,000.00
Hardscape/ Site Furnishings/Trails				
2' wide Soft Trail	9,080	LF	\$ 0.25	\$ 2,270.00
Open Rail Cross Buck Fence	21,016	LF	\$ 25.00	\$ 525,400.00
5' Privacy Fence	4,791	LF	\$ 38.00	\$ 182,058.00
Stone Columns for Fence (Along Bayou Gulch Rd. 50' o.c.)	80	EA	\$ 2,200.00	\$ 176,000.00
			Sub-Total	\$ 1,511,911.35
			15% Contingency	\$ 226,786.70
			Total	\$ 1,738,698.05
			110% SIA Total	\$ 1,912,567.86

*The control system and POC components for irrigation are figured into the sq.ft. price

**Temporary irrigated native seed for disturbed areas and detention areas are included in the Earthwork budget by civil engineer.

***All streetscape and Median Lighting is included in Engineer's cost estimate.

Disclaimer

OPEN SPACE

This opinion of probable landscape construction cost is made on the basis of the Planner / Landscape Architect's experience and qualifications and represents the best judgment as an experienced and qualified professional generally familiar with the industry. However, since the Planner / Landscape Architect does not have control over the cost of labor, materials, equipment, services furnished by others, the Contractors' methods of determining prices, competitive bidding or market conditions; the Planner / Landscape Architect cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from this estimate of probable landscape construction costs. If the OWNER wishes greater assurance as to probable construction costs, the OWNER shall employ an independent cost estimator or contractor. Prior to probationary acceptance of the Public Improvements for the Property, the Developer shall install all plant material and related irrigation facilities within all tracts as described in the landscape plans approved by the Town for the Property (the "Landscape Improvements"), subject to the warranty provisions of this Agreement. If installation of the Landscape Improvements cannot be reasonably accomplished prior to probationary acceptance of the Public Improvements for the Property, the Developer shall post a letter of credit amounting to one hundred ten percent (110%) (the "Landscape Security") of the materials cost as described and will complete the Landscape Improvements according to the landscape plans prior to final acceptance of the Public Improvements by the Town. The Town may reduce the Landscape Security, in the exercise of its sole discretion, as the Landscape Improvements are completed on a tract-by-tract basis and accepted by the Town for probationary acceptance, subject to the warranty provisions of this Agreement and Section 13.07.150(c) of the Town's Land Development Ordinance for the Landscape Improvements.

Trails at Crowfoot JDA Filing 1-Preliminary Landscape Cost Estimate-Streetscape

PCS Group

Opinion of Probable Cost

Date: 4.4.2018

Filing 1- Streetscape & Medians				
North Pinery Parkway West/Bayou Gulch/Crowfoot Valley Rd.				
Improvement	Quantity	Unit	Unit Cost	Total
Deciduous Trees (2.5" cal)	217	EA	\$ 560.00	\$ 121,520.00
Evergreen Trees (8' ht)	5	EA	\$ 690.00	\$ 3,450.00
Ornamental Trees (2" cal)	23	EA	\$ 480.00	\$ 11,040.00
Deciduous Shrubs (5 gal)	265	EA	\$ 50.00	\$ 13,250.00
Evergreen Shrubs (5 gal)	280	EA	\$ 50.00	\$ 14,000.00
Ornamental Grasses (1 gal)	486	EA	\$ 25.00	\$ 12,150.00
Perennials (1 gal)	423	EA	\$ 15.00	\$ 6,345.00
Permanently Irrigated Native Seed- (w/prep)	62,037	SF	\$ 0.75	\$ 46,527.75
Enviro-Turf grass (w/prep.)	100,577	SF	\$ 1.00	\$ 100,577.00
2"-4" Cobble rock mulch (3" depth)	26,608	SF	\$ 1.25	\$ 33,260.00
Steel Edger (4" depth)	3,040	LF	\$ 3.00	\$ 9,120.00
Landscape Boulders (2'-3')	26	EA	\$ 400.00	\$ 10,400.00
*Irrigation (Spray for native and turf areas)	162,614	SF	\$ 0.90	\$ 146,352.60
*Irrigation (Drip emitters for shrub areas)	1	LS	\$ 26,000.00	\$ 26,000.00
			Sub-Total	\$ 553,992.35
			15% Contingency	\$ 83,098.85
			Total	\$ 637,091.20
			110% SIA Total	\$ 700,800.32

*The control system and POC components for irrigation are figured into the sq.ft. price

**Temporary irrigated native seed for disturbed areas and detention areas are included in the Earthwork budget by civil engineer.

***All streetscape and Median Lighting is included in Engineer's cost estimate.

Disclaimer

STREETSCAPE

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10333 E. Dry Creek Road
Suite 240
Englewood, Colorado 80112
720.482.9526 Fax 720.482.9546

TRAILS AT CROWFOOT FILING 2 ENGINEER'S ESTIMATE OF ANTICIPATED COSTS

PROJECT: TRAILS AT CROWFOOT FILING 2
CLIENT: E5X MANAGEMENT
ESTIMATE PREPARED BY: CVL CONSULTANTS OF COLORADO, INC.

ACREAGE: 22.164
LOTS: 101
JOB NUMBER: 283701
PHASE: FILING 2
DATE: 12/5/2017

SANITARY SEWER

ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
	8" SEWER (PVC)	4,479	L.F.	\$48.00	\$214,992.00
	12" SEWER (PVC)	0	L.F.	\$54.00	\$0.00
	18" SEWER (PVC)	0	L.F.	\$67.00	\$0.00
	4' DIA. MANHOLE	24	EA.	\$2,850.00	\$68,400.00
	5' DIA. MANHOLE	0	EA.	\$2,850.00	\$0.00
	STANDARD CLEANOUT	0	EA.	\$300.00	\$0.00
	DROP MANHOLE	0	EA.	\$5,000.00	\$0.00
	INTERMEDIATE PLATFORM	0	EA.	\$700.00	\$0.00
	4" SEWER SERVICE	101	EA.	\$1,615.00	\$163,115.00
	20" STEEL CASING	0	L.F.	\$2,000.00	\$0.00
	CONNECTION TO EXISTING MAIN	1	EA.	\$1,900.00	\$1,900.00
					\$448,407.00

WATERLINE

ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
	6" WATERPIPE (DIP)	168	L.F.	\$20.00	\$3,360.00
	8" WATERPIPE (PVC)	4,845	L.F.	\$39.00	\$188,955.00
	12" WATERPIPE (PVC)	0	L.F.	\$57.00	\$0.00
	16" WATERPIPE (DIP)	0	L.F.	\$77.60	\$0.00
	6" GATE VALVE	9	EA.	\$1,000.00	\$9,000.00
	8" GATE VALVE	20	EA.	\$1,750.00	\$35,000.00
	12" GATE VALVE	0	EA.	\$3,000.00	\$0.00
	16" BUTTERFLY VALVE	0	EA.	\$18,000.00	\$0.00
	8" MISC. FITTINGS	30	EA.	\$460.00	\$13,800.00
	12" MISC. FITTINGS	0	EA.	\$730.00	\$0.00
	16" MISC. FITTINGS	0	EA.	\$1,500.00	\$0.00
	AIR / VACUUM VALVE	2	EA.	\$6,700.00	\$13,400.00
	8" CAP WITH BLOW OFF	7	EA.	\$2,000.00	\$14,000.00
	2" BLOW OFF VALVE (8" LINE-LOW POINT)	1	EA.	\$2,000.00	\$2,000.00
	6" BLOW OFF VALVE (16" LINE-LOW POINT)	0	EA.	\$2,500.00	\$0.00
	FIRE HYDRANT WITH 6" LEAD	8	EA.	\$5,000.00	\$40,000.00
	DEEP BURY FIRE HYDRANT WITH 6" LEAD	1	EA.	\$5,500.00	\$5,500.00
	IRRIGATION SERVICE W/ METER(2")	0	EA.	\$2,500.00	\$0.00
	DOMESTIC WATER SERVICE W/ METER	101	EA.	\$1,400.00	\$141,400.00
	20" STEEL CASING	0	L.F.	\$2,000.00	\$0.00
	CONNECTION TO EXISTING MAIN	6	EA.	\$1,000.00	\$6,000.00
					\$472,415.00



CONTINGENCIES 20% OF CONSTRUCTION COSTS = \$184,164.40

Total Filing 2 Water/Sewer= **\$1,104,986.40**



CVL Consultants of Colorado Inc.
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**ENGINEERS PUBLIC IMPROVEMENT COST ESTIMATE
 TRAILS AT CROWFOOT FILING 2
 12/5/2017**

ROADWAY

No.	Description	Quantity	Unit	Cost/Unit	Total Cost
	6" VERTICAL CURB & GUTTER (2' PAN)	0	L.F.	\$22.00	\$0.00
	6" VERTICAL CURB & GUTTER (1' PAN)	140	L.F.	\$22.00	\$3,080.00
	4" MOUNTABLE CURB & GUTTER	9,668	L.F.	\$24.00	\$232,032.00
	HOT MIX ASPHALT PAVEMENT (5" DEPTH)	16,113	S.Y.	\$23.50	\$378,663.33
	CONCRETE PAVEMENT	0	S.Y.	\$90.00	\$0.00
	AGGREGATE BASE COURSE	4,297	C.Y.	\$40.50	\$174,024.00
	SUBGRADE STABILIZATION	4,297	S.Y.	\$2.10	\$9,023.47
	ROADWAY SUBGRADE PREP (EXTEND 2' OUTSIDE CURB)	4,297	S.Y.	\$1.25	\$5,371.11
	5' DETACHED CONCRETE SIDEWALK	9,668	L.F.	\$27.00	\$261,036.00
	SIDEWALK SUBGRADE PREP (MIN 1' OUTSIDE LIMITS)	7,520	S.Y.	\$1.25	\$9,399.44
	CORNER CURB RAMP (INCLUDES SUBGRADE PREP)	16	EA.	\$2,200.00	\$35,200.00
	MIDBLOCK CURB RAMP (INCLUDES SUBGRADE PREP)	6	EA.	\$2,200.00	\$13,200.00
	CROSS PAN (INCLUDES SUBGRADE PREP)	150	S.Y.	\$103.50	\$15,525.00
	TRENCH DRAIN	0	L.F.	\$19.00	\$0.00
	MEDIAN COVER	31	S.Y.	\$90.00	\$2,800.00
	ADJUST MANHOLE	32	EA.	\$760.00	\$24,320.00
	ADJUST WATER VALVE	29	EA.	\$425.00	\$12,325.00
Total Cost					\$1,175,999.36

STRIPING

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	LONG LINE EPOXY PVMT. MARKING	280	GAL	\$105.00	\$29,400.00
	CROSSWALK BAR	0	S.F.	\$8.00	\$0.00
	STOP BAR	0	S.F.	\$0.93	\$0.00
	ARROW	0	EA.	\$120.00	\$0.00
Total Cost					\$29,400.00

SIGNAGE (INCLUDE POST AND ANCHOR)

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	STREET NAME SIGN WITH STOP SIGN	9	EA.	\$530.00	\$4,770.00
	GROUND SIGN	0	EA.	\$280.00	\$0.00
	TYPE III BARRICADE	0	EA.	\$2,500.00	\$0.00
	SPECIAL SIGN (SPEED LIMIT, DEAD END, MISC SIGNS)	3	EA.	\$280.00	\$840.00
Total Cost					\$5,610.00

DRAINAGE AND STORMWATER IMPROVEMENTS

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	18" RCP	782	L.F.	\$64.00	\$50,048.00
	24" RCP	0	L.F.	\$83.00	\$0.00
	30" RCP	404	L.F.	\$100.00	\$40,400.00
	36" RCP	0	L.F.	\$136.00	\$0.00
	48" RCP	0	L.F.	\$200.00	\$0.00
	30" FES WITH CONCRETE CUTOFF WALL	1	EA.	\$2,400.00	\$2,400.00
	36" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$3,000.00	\$0.00
	48" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$3,400.00	\$0.00
	4' MANHOLE	6	EA.	\$2,500.00	\$15,000.00
	5' MANHOLE	2	EA.	\$3,070.00	\$6,140.00
	6' MANHOLE	0	EA.	\$4,380.00	\$0.00
	5' TYPE R INLET	0	EA.	\$9,000.00	\$0.00
	10' TYPE R INLET (SPECIFIC ON 10" INCREMENT)	7	EA.	\$10,700.00	\$74,900.00
	15' TYPE R INLET	2	EA.	\$11,000.00	\$22,000.00
Total Cost					\$210,888.00

PUBLIC IMPROVMENTS (TOWN) SUBTOTAL \$1,421,897.36

CONSTRUCTION CONTINGENCY (10%) \$142,189.74
 MOBILIZATION (5%) \$71,094.87
 SURVEYING (3%) \$42,656.92
 CONSTRUCTION MANAGEMENT & TESTING (12%) \$170,627.68

PUBLIC IMPROVEMENT TOTAL \$1,848,466.56

SECURITY AT 110% = \$2,033,313.22

Trails at Crowfoot Filing 2-Preliminary Landscape Cost Estimate-Streetscape

PCS Group

Opinion of Probable Cost

Date: 4.13.2018

Filing 2-ROW Landscaping

<u>Improvement</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
Deciduous Trees (2.5" cal)	138	EA	\$ 560.00	\$ 77,280.00
EnviroTurf (w/prep)	54,999	SF	\$ 1.00	\$ 54,999.00
Irrigation (Spray for native and turf areas)	54,999	SF	\$ 0.90	\$ 49,499.10
			Sub-Total	\$ 181,778.10
			15% Contingency	\$ 27,266.72
			Total	\$ 209,044.82
			110% SIA Total	\$ 229,949.30

*Temporary native seed for disturbed areas and detention areas are included in the Earthwork budget by civil engineer.

Disclaimer

STREETSCAPE COST ESTIMATE

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Trails at Crowfoot Filing 2-Preliminary Landscape Cost Estimate-Open Space

PCS Group

Opinion of Probable Cost

Date: 4.13.2018

Filing 2-Open Space				
Improvement	Quantity	Unit	Unit Cost	Total
Ornamental Trees (2" cal)	8	EA	\$ 480.00	\$ 3,840.00
Deciduous Shrubs (5 gal)	17	EA	\$ 50.00	\$ 850.00
Evergreen Shrubs (5 gal)	3	EA	\$ 50.00	\$ 150.00
Native Seed Open Space (w/prep)	20,056	SF	\$ 0.75	\$ 15,042.00
2" Diam. Cobble Rock mulch (3" depth)	993	SF	\$ 1.25	\$ 1,241.25
Steel Edger	126	LF	\$ 3.00	\$ 378.00
Concrete Walk (4" depth)	3,300	SF	\$ 7.00	\$ 23,100.00
Irrigation (Spray for native and turf areas)	20,056	SF	\$ 0.90	\$ 18,050.40
Irrigation (Drip emitters for shrub beds)	1	LS	\$ 1,200.00	\$ 1,200.00
			Sub-Total	\$ 63,851.65
			15% Contingency	\$ 9,577.75
			Total	\$ 73,429.40
			110% SIA Total	\$ 80,772.34

*Temporary native seed for disturbed areas and detention areas are included in the Earthwork budget by civil engineer.

Disclaimer

OPENSOURCE COST ESTIMATE

This opinion of probable landscape construction cost is made on the basis of the Planner / Landscape Architect's experience and qualifications and represents the best judgment as an experienced and qualified professional generally familiar with the industry. However, since the Planner / Landscape Architect does not have control over the cost of labor, materials, equipment, services furnished by others, the Contractors' methods of determining prices, competitive bidding or market conditions; the Planner / Landscape Architect cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from this estimate of probable landscape construction costs. If the OWNER wishes greater assurance as to probable construction costs, the OWNER shall employ an independent cost estimator or contractor. Prior to probationary acceptance of the Public Improvements for the Property, the Developer shall install all plant material and related irrigation facilities within all tracts as described in the landscape plans approved by the Town for the Property (the "Landscape Improvements"), subject to the warranty provisions of this Agreement. If installation of the Landscape Improvements cannot be reasonably accomplished prior to probationary acceptance of the Public Improvements for the Property, the Developer shall post a letter of credit amounting to one hundred ten percent (110%) (the "Landscape Security") of the materials cost as described and will complete the Landscape Improvements according to the landscape plans prior to final acceptance of the Public Improvements by the Town. The Town may reduce the Landscape Security, in the exercise of its sole discretion, as the Landscape Improvements are completed on a tract-by-tract basis and accepted by the Town for probationary acceptance, subject to the warranty provisions of this Agreement and Section 13.07.150(c) of the Town's Land Development Ordinance for the Landscape Improvements.



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Suite 240
Englewood, Colorado 80112
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TRAILS AT CROWFOOT FILING 3 ENGINEER'S ESTIMATE OF ANTICIPATED COSTS

PROJECT: TRAILS AT CROWFOOT FILING 3
CLIENT: E5X MANAGEMENT
ESTIMATE PREPARED BY: CVL CONSULTANTS OF COLORADO, INC.

ACREAGE: 22.164
LOTS: 101
JOB NUMBER: 283701
PHASE: FILING 3
DATE: 12/5/2017

SANITARY SEWER

ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
	8" SEWER (PVC)	3,580	L.F.	\$48.00	\$171,840.00
	12" SEWER (PVC)	0	L.F.	\$54.00	\$0.00
	18" SEWER (PVC)	0	L.F.	\$67.00	\$0.00
	4' DIA. MANHOLE	19	EA.	\$2,850.00	\$54,150.00
	5' DIA. MANHOLE	0	EA.	\$2,850.00	\$0.00
	STANDARD CLEANOUT	0	EA.	\$300.00	\$0.00
	DROP MANHOLE	0	EA.	\$5,000.00	\$0.00
	INTERMEDIATE PLATFORM	0	EA.	\$700.00	\$0.00
	4" SEWER SERVICE	98	EA.	\$1,615.00	\$158,270.00
	20" STEEL CASING	0	L.F.	\$2,000.00	\$0.00
	CONNECTION TO EXISTING MAIN	2	EA.	\$1,900.00	\$3,800.00
					\$388,060.00

WATERLINE

ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
	6" WATERPIPE (DIP)	100	L.F.	\$20.00	\$2,000.00
	8" WATERPIPE (PVC)	3,588	L.F.	\$39.00	\$139,932.00
	12" WATERPIPE (PVC)	0	L.F.	\$57.00	\$0.00
	16" WATERPIPE (DIP)	0	L.F.	\$77.60	\$0.00
	6" GATE VALVE	6	EA.	\$1,000.00	\$6,000.00
	8" GATE VALVE	10	EA.	\$1,750.00	\$17,500.00
	12" GATE VALVE	0	EA.	\$3,000.00	\$0.00
	16" BUTTERFLY VALVE	0	EA.	\$18,000.00	\$0.00
	8" MISC. FITTINGS	22	EA.	\$460.00	\$10,120.00
	12" MISC. FITTINGS	0	EA.	\$730.00	\$0.00
	16" MISC. FITTINGS	0	EA.	\$1,500.00	\$0.00
	AIR / VACUUM VALVE	1	EA.	\$6,700.00	\$6,700.00
	8" CAP WITH BLOW OFF	1	EA.	\$2,000.00	\$2,000.00
	2" BLOW OFF VALVE (8" LINE-LOW POINT)	1	EA.	\$2,000.00	\$2,000.00
	6" BLOW OFF VALVE (16" LINE-LOW POINT)	0	EA.	\$2,500.00	\$0.00
	FIRE HYDRANT WITH 6" LEAD	8	EA.	\$5,000.00	\$40,000.00
	DEEP BURY FIRE HYDRANT WITH 6" LEAD	1	EA.	\$5,500.00	\$5,500.00
	IRRIGATION SERVICE W/ METER(2")	0	EA.	\$2,500.00	\$0.00
	DOMESTIC WATER SERVICE W/ METER	98	EA.	\$1,400.00	\$137,200.00
	20" STEEL CASING	0	L.F.	\$2,000.00	\$0.00
	CONNECTION TO EXISTING MAIN	5	EA.	\$1,000.00	\$5,000.00
					\$373,952.00



CONTINGENCIES 20% OF CONSTRUCTION COSTS = \$152,402.40

Total Filing 3 Water/Sewer= **\$914,414.40**

Trails at Crowfoot Filing 3-Preliminary Landscape Cost Estimate-Open Space

PCS Group

Opinion of Probable Cost

Date: 4.13.2018

Filing 3-Parks & Open Space

Improvement	Quantity	Unit	Unit Cost	Total
Deciduous Trees (2.5" cal)	21	EA	\$ 560.00	\$ 11,760.00
Evergreen Trees (8' ht)	20	EA	\$ 690.00	\$ 13,800.00
Ornamental Trees (2" cal)	9	EA	\$ 480.00	\$ 4,320.00
Deciduous Shrubs (5 gal)	147	EA	\$ 50.00	\$ 7,350.00
Evergreen Shrubs (5 gal)	41	EA	\$ 50.00	\$ 2,050.00
Ornamental Grasses (1 gal)	112	EA	\$ 25.00	\$ 2,800.00
Perennials (1 gal)	36	EA	\$ 15.00	\$ 540.00
Native Seed Open Space (w/prep)	27,940	SF	\$ 0.75	\$ 20,955.00
EnviroTurf (w/prep)	1,408	SF	\$ 1.00	\$ 1,408.00
Blugrass Sod (w/prep)	10,359	SF	\$ 1.00	\$ 10,359.00
2" Diam. Cobble Rock mulch (3" depth)	8,168	SF	\$ 1.25	\$ 10,210.00
Steel Edger	1,151	LF	\$ 3.00	\$ 3,453.00
Specimen Landscape Boulders	3	EA	\$ 800.00	\$ 2,400.00
Concrete Walk (4" depth)	10,080	SF	\$ 7.00	\$ 70,560.00
Concrete Thickened Edge	190	SF	\$ 45.00	\$ 8,550.00
Crusher Fines (4" depth)	1,994	SF	\$ 3.50	\$ 6,979.00
Specialty Pavers	605	SF	\$ 18.00	\$ 10,890.00
Stone Veneer Seatwall	40	LF	\$ 450.00	\$ 18,000.00
Pet Station	1	EA	\$ 600.00	\$ 600.00
Trash Receptacle	2	EA	\$ 1,200.00	\$ 2,400.00
Bike Rack	3	EA	\$ 500.00	\$ 1,500.00
Playground Structures	1	LS	\$ 40,000.00	\$ 40,000.00
Engineered Wood Fiber (playground-12" depth)	1,916	SF	\$ 3.50	\$ 6,706.00
ADA Playground Ramp	1	EA	\$ 1,800.00	\$ 1,800.00
Playground Drainage	1	LS	\$ 1,500.00	\$ 1,500.00
20'x20' Picnic Shelter	1	EA	\$ 36,000.00	\$ 36,000.00
Picnic Tables	2	EA	\$ 1,800.00	\$ 3,600.00
Bench	3	EA	\$ 1,500.00	\$ 4,500.00
Mailbox Kiosk (16 door)	12	EA	\$ 1,400.00	\$ 16,800.00
Irrigation (Spray for native and turf areas)	39,707	SF	\$ 0.90	\$ 35,736.30
Irrigation (Drip emitters for shrub beds)	1	LS	\$ 10,200.00	\$ 10,200.00
			Sub-Total	\$ 367,726.30
			15% Contingency	\$ 55,158.95
			Total	\$ 422,885.25
			110% SIA Total	\$ 465,173.77

*Temporary native seed for disturbed areas and detention areas are included in the Earthwork budget by civil engineer.

Disclaimer

OPENSOURCE COST ESTIMATE

This opinion of probable landscape construction cost is made on the basis of the Planner / Landscape Architect's experience and qualifications and represents the best judgment as an experienced and qualified professional generally familiar with the industry. However, since the Planner / Landscape Architect does not have control over the cost of labor, materials, equipment, services furnished by others, the Contractors' methods of determining prices, competitive bidding or market conditions; the Planner / Landscape Architect cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from this estimate of probable landscape construction costs. If the OWNER wishes greater assurance as to probable construction costs, the OWNER shall employ an independent cost estimator or contractor. Prior to probationary acceptance of the Public Improvements for the Property, the Developer shall install all plant material and related irrigation facilities within all tracts as described in the landscape plans approved by the Town for the Property (the "Landscape Improvements"), subject to the warranty provisions of this Agreement. If installation of the Landscape Improvements cannot be reasonably accomplished prior to probationary acceptance of the Public Improvements for the Property, the Developer shall post a letter of credit amounting to one hundred ten percent (110%) (the "Landscape Security") of the materials cost as described and will complete the Landscape Improvements according to the landscape plans prior to final acceptance of the Public Improvements by the Town. The Town may reduce the Landscape Security, in the exercise of its sole discretion, as the Landscape Improvements are completed on a tract-by-tract basis and accepted by the Town for

probationary acceptance, subject to the warranty provisions of this Agreement and Section 13.07.150(c) of the Town's Land Development Ordinance for the Landscape Improvements.

Trails at Crowfoot Filing 3-Preliminary Landscape Cost Estimate-Streetscape

PCS Group

Opinion of Probable Cost

Date: 4.13.2018

Filing 3-ROW Landscaping

<u>Improvement</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
Deciduous Trees (2.5" cal)	142	EA	\$ 560.00	\$ 79,520.00
Deciduous Shrubs (5 gal)	2	EA	\$ 50.00	\$ 100.00
Evergreen Shrubs (5 gal)	8	EA	\$ 50.00	\$ 400.00
Perennials/Grasses (1 gal)	15	EA	\$ 15.00	\$ 225.00
EnviroTurf (w/prep)	62,014	SF	\$ 1.00	\$ 62,014.00
2" Diam. Cobble Rock mulch (3" depth)	165	SF	\$ 1.25	\$ 206.25
Steel Edger	35	LF	\$ 3.00	\$ 105.00
Irrigation (Spray for native and turf areas)	62,014	SF	\$ 0.90	\$ 55,812.60
Irrigation (Drip emitters for shrub beds)	1	LS	\$ 50.00	\$ 50.00
			Sub-Total	\$ 198,432.85
			15% Contingency	\$ 29,764.93
			Total	\$ 228,197.78
			110% SIA Total	\$ 251,017.56

*Temporary native seed for disturbed areas and detention areas are included in the Earthwork budget by civil engineer.

Disclaimer

STREETSCAPE COST ESTIMATE

This opinion of probable landscape construction cost is made on the basis of the Planner / Landscape Architect's experience and qualifications and represents the best judgment as an experienced and qualified professional generally familiar with the industry. However, since the Planner / Landscape Architect does not have control over the cost of labor, materials, equipment, services furnished by others, the Contractors' methods of determining prices, competitive bidding or market conditions; the Planner / Landscape Architect cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from this estimate of probable landscape construction costs. If the OWNER wishes greater assurance as to probable construction costs, the OWNER shall employ an independent cost estimator or contractor. Prior to probationary acceptance of the Public Improvements for the Property, the Developer shall install all plant material and related irrigation facilities within all tracts as described in the landscape plans approved by the Town for the Property (the "Landscape Improvements"), subject to the warranty provisions of this Agreement. If installation of the Landscape Improvements cannot be reasonably accomplished prior to probationary acceptance of the Public Improvements for the Property, the Developer shall post a letter of credit amounting to one hundred ten percent (110%) (the "Landscape Security") of the materials cost as described and will complete the Landscape Improvements according to the landscape plans prior to final acceptance of the Public Improvements by the Town. The Town may reduce the Landscape Security, in the exercise of its sole discretion, as the Landscape Improvements are completed on a tract-by-tract basis and accepted by the Town for probationary acceptance, subject to the warranty provisions of this Agreement and Section 13.07.150(c) of the Town's Land Development Ordinance for the Landscape Improvements.



10333 E. Dry Creek Road
Suite 240
Englewood, Colorado 80112
720.482.9526 Fax 720.482.9546

TRAILS AT CROWFOOT FILING 4 ENGINEER'S ESTIMATE OF ANTICIPATED COSTS

PROJECT:
TRAILS AT CROWFOOT FILING 4
CLIENT:
E5X MANAGEMENT
ESTIMATE PREPARED BY:
CVL CONSULTANTS OF COLORADO, INC.

ACREAGE: 22.164
LOTS: 90
JOB NUMBER: 283701
PHASE: FILING 4
DATE: 12/5/2017

SANITARY SEWER

ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
	8" SEWER (PVC)	3,207	L.F.	\$48.00	\$153,936.00
	12" SEWER (PVC)	0	L.F.	\$54.00	\$0.00
	18" SEWER (PVC)	0	L.F.	\$67.00	\$0.00
	4' DIA. MANHOLE	16	EA.	\$2,850.00	\$45,600.00
	5' DIA. MANHOLE	0	EA.	\$2,850.00	\$0.00
	STANDARD CLEANOUT	0	EA.	\$300.00	\$0.00
	DROP MANHOLE	0	EA.	\$5,000.00	\$0.00
	INTERMEDIATE PLATFORM	0	EA.	\$700.00	\$0.00
	4" SEWER SERVICE	90	EA.	\$1,615.00	\$145,350.00
	20" STEEL CASING	0	L.F.	\$2,000.00	\$0.00
	CONNECTION TO EXISTING MAIN	3	EA.	\$1,900.00	\$5,700.00
					\$350,586.00

WATERLINE

ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
	6" WATERPIPE (DIP)	138	L.F.	\$20.00	\$2,760.00
	8" WATERPIPE (PVC)	3,353	L.F.	\$39.00	\$130,767.00
	12" WATERPIPE (PVC)	0	L.F.	\$57.00	\$0.00
	16" WATERPIPE (DIP)	0	L.F.	\$77.60	\$0.00
	6" GATE VALVE	6	EA.	\$1,000.00	\$6,000.00
	8" GATE VALVE	11	EA.	\$1,750.00	\$19,250.00
	12" GATE VALVE	0	EA.	\$3,000.00	\$0.00
	16" BUTTERFLY VALVE	0	EA.	\$18,000.00	\$0.00
	8" MISC. FITTINGS	15	EA.	\$460.00	\$6,900.00
	12" MISC. FITTINGS	0	EA.	\$730.00	\$0.00
	16" MISC. FITTINGS	0	EA.	\$1,500.00	\$0.00
	AIR / VACUUM VALVE	3	EA.	\$6,700.00	\$20,100.00
	8" CAP WITH BLOW OFF VALVE	2	EA.	\$2,000.00	\$4,000.00
	2" BLOW OFF VALVE (8" LINE-LOW POINT)	1	EA.	\$2,000.00	\$2,000.00
	6" BLOW OFF VALVE (16" LINE-LOW POINT)	0	EA.	\$2,500.00	\$0.00
	FIRE HYDRANT WITH 6" LEAD	6	EA.	\$5,000.00	\$30,000.00
	IRRIGATION SERVICE W/ METER(2")	0	EA.	\$2,500.00	\$0.00
	DOMESTIC WATER SERVICE W/ METER	90	EA.	\$1,400.00	\$126,000.00
	20" STEEL CASING	0	L.F.	\$2,000.00	\$0.00
	CONNECTION TO EXISTING MAIN	5	EA.	\$1,000.00	\$5,000.00
					\$352,777.00

CONTINGENCIES 20% OF CONSTRUCTION COSTS = \$140,672.60

Total Filing 4 Water/Sewer= **\$844,035.60**



10333 E. Dry Creek Road
Suite 240
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720.482.9526 Fax 720.482.9546

**ENGINEERS PUBLIC IMPROVEMENT COST ESTIMATE
TRAILS AT CROWFOOT FILING 4
12/5/2017**

ROADWAY

No.	Description	Quantity	Unit	Cost/Unit	Total Cost
	6" VERTICAL CURB & GUTTER (2' PAN)	0	L.F.	\$22.00	\$0.00
	6" VERTICAL CURB & GUTTER (1' PAN)	0	L.F.	\$22.00	\$0.00
	4" MOUNTABLE CURB & GUTTER	7,516	L.F.	\$24.00	\$180,384.00
	HOT MIX ASPHALT PAVEMENT (5" DEPTH)	12,527	S.Y.	\$23.50	\$294,376.67
	CONCRETE PAVEMENT	0	S.Y.	\$90.00	\$0.00
	AGGRIGATE BASE COURSE	3,340	C.Y.	\$40.50	\$135,288.00
	SUBGRADE STABILIZATION	3,340	S.Y.	\$2.10	\$7,014.93
	ROADWAY SUBGRADE PREP (EXTEND 2' OUTSIDE CURB)	3,340	S.Y.	\$1.25	\$4,175.56
	5' DETACHED CONCRETE SIDEWALK	7,516	L.F.	\$27.00	\$202,932.00
	SIDEWALK SUBGRADE PREP (MIN 1' OUTSIDE LIMITS)	5,846	S.Y.	\$1.25	\$7,307.22
	CORNER CURB RAMP (INCLUDES SUBGRADE PREP)	10	EA.	\$2,200.00	\$22,000.00
	MIDBLOCK CURB RAMP (INCLUDES SUBGRADE PREP)	3	EA.	\$2,200.00	\$6,600.00
	CROSS PAN (INCLUDES SUBGRADE PREP)	150	S.Y.	\$103.50	\$15,525.00
	TRENCH DRAIN	0	L.F.	\$19.00	\$0.00
	MEDIAN COVER	0	S.Y.	\$90.00	\$0.00
	ADJUST MANHOLE	21	EA.	\$760.00	\$15,960.00
	ADJUST WATER VALVE	17	EA.	\$425.00	\$7,225.00
Total Cost					\$898,788.38

STRIPING

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	LONG LINE EPOXY PVMT. MARKING	0	GAL	\$105.00	\$0.00
	CROSSWALK BAR	0	S.F.	\$8.00	\$0.00
	STOP BAR	0	S.F.	\$0.93	\$0.00
	ARROW	0	EA.	\$120.00	\$0.00
Total Cost					\$0.00

SIGNAGE (INCLUDE POST AND ANCHOR)

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	STREET NAME SIGN WITH STOP SIGN	10	EA.	\$530.00	\$5,300.00
	GROUND SIGN	0	EA.	\$280.00	\$0.00
	TYPE III BARRICADE	0	EA.	\$2,500.00	\$0.00
	SPECIAL SIGN (SPEED LIMIT, DEAD END, MISC SIGNS)	1	EA.	\$280.00	\$280.00
Total Cost					\$5,580.00

DRAINAGE AND STORMWATER IMPROVMENTS

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	18" RCP	1,066	L.F.	\$64.00	\$68,224.00
	24" RCP	107	L.F.	\$83.00	\$8,881.00
	30" RCP	336	L.F.	\$100.00	\$33,600.00
	36" RCP	0	L.F.	\$136.00	\$0.00
	48" RCP	0	L.F.	\$200.00	\$0.00
	30" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$2,400.00	\$0.00
	36" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$3,000.00	\$0.00
	48" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$3,400.00	\$0.00
	4' MANHOLE	4	EA.	\$2,500.00	\$10,000.00
	5' MANHOLE	1	EA.	\$3,070.00	\$3,070.00
	6' MANHOLE	0	EA.	\$4,380.00	\$0.00
	5' TYPE R INLET	0	EA.	\$9,000.00	\$0.00
	10' TYPE R INLET (SPECIFIC ON 10" INCREMENT)	2	EA.	\$10,700.00	\$21,400.00
	15' TYPE R INLET	2	EA.	\$11,000.00	\$22,000.00
Total Cost					\$167,175.00

PUBLIC IMPROVMENTS (TOWN) SUBTOTAL \$1,071,543.38

CONSTRUCTION CONTINGENCY (10%) \$107,154.34
MOBILIZATION (5%) \$53,577.17
SURVEYING (3%) \$32,146.30
CONSTRUCTION MANAGEMENT & TESTING (12%) \$128,585.21

PUBLIC IMPROVEMENT TOTAL \$1,393,006.39

SECURITY AT 110% = \$1,532,307.03

Trails at Crowfoot Filing 4-Preliminary Landscape Cost Estimate-Open Space

PCS Group

Opinion of Probable Cost

Date: 4.13.2018

Filing 4-Park Open Space				
Improvement	Quantity	Unit	Unit Cost	Total
Landscape Material				
Deciduous Trees (2.5" cal)	2	EA	\$ 560.00	\$ 1,120.00
Evergreen Trees (8' ht)	8	EA	\$ 690.00	\$ 5,520.00
Upright Juniper Trees (#15 Container)	12	EA	\$ 250.00	\$ 3,000.00
Ornamental Trees (2" cal)	4	EA	\$ 480.00	\$ 1,920.00
Deciduous Shrubs (5 gal)	35	EA	\$ 50.00	\$ 1,750.00
Evergreen Shrubs (5 gal)	16	EA	\$ 50.00	\$ 800.00
Ornamental Grasses (1 gal)	32	EA	\$ 25.00	\$ 800.00
Native Seed Open Space (w/prep)	6,217	SF	\$ 0.75	\$ 4,662.75
Blugrass Sod (w/prep)	8,943	SF	\$ 1.00	\$ 8,943.00
2" Diam. Cobble Rock mulch (3" depth)	2,001	SF	\$ 1.25	\$ 2,501.25
Specimen Landscape Boulders	8	EA	\$ 500.00	\$ 4,000.00
Irrigation (Spray for native and turf areas)	15,160	SF	\$ 0.90	\$ 13,644.00
Irrigation (Drip emitters for shrub beds)	1	LS	\$ 2,400.00	\$ 2,400.00
Hardscape Material & Site Furnishings				
Crusher Fines Walk W/Concrete Edger(4" depth)	2,216	SF	\$ 6.50	\$ 14,404.00
Steel Edger	288	LF	\$ 3.00	\$ 864.00
Pet Station	1	EA	\$ 600.00	\$ 600.00
Trash Receptacle	2	EA	\$ 1,200.00	\$ 2,400.00
16'x16' Picnic Shelter	1	EA	\$ 34,000.00	\$ 34,000.00
Picnic Tables	1	EA	\$ 1,800.00	\$ 1,800.00
Bench	2	EA	\$ 1,500.00	\$ 3,000.00
Mailbox Kiosk (16 door)	5	EA	\$ 1,400.00	\$ 7,000.00
			Sub-Total	\$ 115,129.00
			15% Contingency	\$ 17,269.35
			Total	\$ 132,398.35
			110% SIA Total	\$ 145,638.19

*Temporary native seed for disturbed areas and detention areas are included in the Earthwork budget by civil engineer.

Disclaimer

OPEN SPACE COST ESTIMATE

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Trails at Crowfoot Filing 4-Preliminary Landscape Cost Estimate-Streetscape

PCS Group

Opinion of Probable Cost

Date: 4.13.2018

Filing 4-ROW Landscaping

<u>Improvement</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
Deciduous Trees (2.5" cal)	135	EA	\$ 560.00	\$ 75,600.00
EnviroTurf (w/prep)	59,190	SF	\$ 1.00	\$ 59,190.00
2" Diam. Cobble Rock mulch (3" depth)	248	SF	\$ 1.25	\$ 310.00
Irrigation (Spray for native and turf areas)	59,190	SF	\$ 0.90	\$ 53,271.00
			Sub-Total	\$ 188,371.00
			15% Contingency	\$ 28,255.65
			Total	\$ 216,626.65
			110% SIA Total	\$ 238,289.32

*Temporary native seed for disturbed areas and detention areas are included in the Earthwork budget by civil engineer.

Disclaimer

STREETSCAPE COST ESTIMATE

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CVL Consultants of Colorado, Inc.

10333 E. Dry Creek Rd

Suite 240

Englewood, Colorado 80112

720.482.9526 Fax 720.482.9546

TRAILS AT CROWFOOT FILING 5 ENGINEER'S ESTIMATE OF ANTICIPATED COSTS

PROJECT:
TRAILS AT CROWFOOT FILING 5
CLIENT:
E5X MANAGEMENT
ESTIMATE PREPARED BY:
CVL CONSULTANTS OF COLORADO, INC.

ACREAGE: 13.281
LOTS: 77
JOB NUMBER: 283701
PHASE: FILING 5
DATE: 3/7/2018

SANITARY SEWER

ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
	8" SEWER (PVC)	2,496	L.F.	\$48.00	\$119,808.00
	12" SEWER (PVC)	0	L.F.	\$54.00	\$0.00
	18" SEWER (PVC)	0	L.F.	\$67.00	\$0.00
	4' DIA. MANHOLE	10	EA.	\$2,850.00	\$28,500.00
	5' DIA. MANHOLE	0	EA.	\$2,850.00	\$0.00
	STANDARD CLEANOUT	0	EA.	\$300.00	\$0.00
	DROP MANHOLE	0	EA.	\$5,000.00	\$0.00
	INTERMEDIATE PLATFORM	0	EA.	\$700.00	\$0.00
	4" SEWER SERVICE	77	EA.	\$1,615.00	\$124,355.00
	20" STEEL CASING	0	L.F.	\$2,000.00	\$0.00
	CONNECTION TO EXISTING MAIN	6	EA.	\$1,900.00	\$11,400.00
					\$284,063.00

WATERLINE

ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
	6" WATERPIPE (DIP)	124	L.F.	\$20.00	\$2,480.00
	8" WATERPIPE (PVC)	2,671	L.F.	\$39.00	\$104,169.00
	12" WATERPIPE (PVC)	0	L.F.	\$57.00	\$0.00
	16" WATERPIPE (DIP)	0	L.F.	\$77.60	\$0.00
	6" GATE VALVE	5	EA.	\$1,000.00	\$5,000.00
	8" GATE VALVE	13	EA.	\$1,750.00	\$22,750.00
	12" GATE VALVE	0	EA.	\$3,000.00	\$0.00
	16" BUTTERFLY VALVE	0	EA.	\$18,000.00	\$0.00
	8" MISC. FITTINGS	8	EA.	\$460.00	\$3,680.00
	12" MISC. FITTINGS	0	EA.	\$730.00	\$0.00
	16" MISC. FITTINGS	0	EA.	\$1,500.00	\$0.00
	AIR / VACUUM VALVE	1	EA.	\$6,700.00	\$6,700.00
	8" CAP WITH BLOW OFF VALVE	5	EA.	\$2,000.00	\$10,000.00
	2" BLOW OFF VALVE (8" LINE-LOW POINT)	0	EA.	\$2,000.00	\$0.00
	6" BLOW OFF VALVE (16" LINE-LOW POINT)	0	EA.	\$2,500.00	\$0.00
	FIRE HYDRANT WITH 6" LEAD	5	EA.	\$5,000.00	\$25,000.00
	IRRIGATION SERVICE W/ METER(2")	0	EA.	\$2,500.00	\$0.00
	DOMESTIC WATER SERVICE W/ METER	77	EA.	\$1,400.00	\$107,800.00
	20" STEEL CASING	0	L.F.	\$2,000.00	\$0.00
	CONNECTION TO EXISTING MAIN	7	EA.	\$1,000.00	\$7,000.00
					\$294,579.00

CONTINGENCIES 20% OF CONSTRUCTION COSTS = \$115,728.40

Total Filing 5 Water/Sewer= \$694,370.40





CVL Consultants of Colorado, Inc.
 10333 E. Dry Creek Rd
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 Englewood, Colorado 80112
 720.482.9526 Fax 720.482.9546

**ENGINEERS PUBLIC IMPROVEMENT COST ESTIMATE
 TRAILS AT CROWFOOT FILING 5
 3/7/2018**

ROADWAY

No.	Description	Quantity	Unit	Cost/Unit	Total Cost
	6" VERTICAL CURB & GUTTER (2' PAN)	0	L.F.	\$22.00	\$0.00
	6" VERTICAL CURB & GUTTER (1' PAN)	0	L.F.	\$22.00	\$0.00
	4" MOUNTABLE CURB & GUTTER	5,642	L.F.	\$24.00	\$135,408.00
	HOT MIX ASPHALT PAVEMENT (5" DEPTH)	9,403	S.Y.	\$23.50	\$220,978.33
	CONCRETE PAVEMENT	0	S.Y.	\$90.00	\$0.00
	AGGREGATE BASE COURSE	2,508	C.Y.	\$40.50	\$101,556.00
	SUBGRADE STABILIZATION	2,508	S.Y.	\$2.10	\$5,265.87
	ROADWAY SUBGRADE PREP (EXTEND 2' OUTSIDE CURB)	2,508	S.Y.	\$1.25	\$3,134.44
	5' DETACHED CONCRETE SIDEWALK	5,642	L.F.	\$27.00	\$152,334.00
	SIDEWALK SUBGRADE PREP (MIN 1' OUTSIDE LIMITS)	4,388	S.Y.	\$1.25	\$5,485.28
	CORNER CURB RAMP (INCLUDES SUBGRADE PREP)	9	EA.	\$2,200.00	\$19,800.00
	MIDBLOCK CURB RAMP (INCLUDES SUBGRADE PREP)	3	EA.	\$2,200.00	\$6,600.00
	CROSS PAN (INCLUDES SUBGRADE PREP)	50	S.Y.	\$103.50	\$5,175.00
	TRENCH DRAIN	0	L.F.	\$19.00	\$0.00
	MEDIAN COVER	0	S.Y.	\$90.00	\$0.00
	ADJUST MANHOLE	11	EA.	\$760.00	\$8,360.00
	ADJUST WATER VALVE	18	EA.	\$425.00	\$7,650.00
Total Cost					\$671,746.92

STRIPING

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	LONG LINE EPOXY PVMT. MARKING	0	GAL	\$105.00	\$0.00
	CROSSWALK BAR	0	S.F.	\$8.00	\$0.00
	STOP BAR	0	S.F.	\$0.93	\$0.00
	ARROW	0	EA.	\$120.00	\$0.00
Total Cost					\$0.00

SIGNAGE (INCLUDE POST AND ANCHOR)

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	STREET NAME SIGN WITH STOP SIGN	9	EA.	\$530.00	\$4,770.00
	GROUND SIGN	0	EA.	\$280.00	\$0.00
	TYPE III BARRICADE	1	EA.	\$2,500.00	\$2,500.00
	SPECIAL SIGN (SPEED LIMIT, DEAD END, MISC SIGNS)	0	EA.	\$280.00	\$0.00
Total Cost					\$7,270.00

DRAINAGE AND STORMWATER IMPROVMENTS

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	18" RCP	222	L.F.	\$64.00	\$14,208.00
	24" RCP	0	L.F.	\$83.00	\$0.00
	30" RCP	0	L.F.	\$100.00	\$0.00
	36" RCP	0	L.F.	\$136.00	\$0.00
	48" RCP	0	L.F.	\$200.00	\$0.00
	30" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$2,400.00	\$0.00
	36" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$3,000.00	\$0.00
	48" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$3,400.00	\$0.00
	4' MANHOLE	1	EA.	\$2,500.00	\$2,500.00
	5' MANHOLE	0	EA.	\$3,070.00	\$0.00
	6' MANHOLE	0	EA.	\$4,380.00	\$0.00
	5' TYPE R INLET	0	EA.	\$9,000.00	\$0.00
	10' TYPE R INLET (SPECIFIC ON 10" INCREMENT)	1	EA.	\$10,700.00	\$10,700.00
	15' TYPE R INLET	0	EA.	\$11,000.00	\$0.00
Total Cost					\$27,408.00

PUBLIC IMPROVMENTS (TOWN) SUBTOTAL \$706,424.92

CONSTRUCTION CONTINGENCY (10%) \$70,642.49
 MOBILIZATION (5%) \$35,321.25
 SURVEYING (3%) \$21,192.75
 CONSTRUCTION MANAGEMENT & TESTING (12%) \$84,770.99

PUBLIC IMPROVEMENT TOTAL \$918,352.40

SECURITY AT 110% = \$1,010,187.64

Trails at Crowfoot Filing 5-Preliminary Landscape Cost Estimate- Streetscape

PCS Group

Opinion of Probable Cost

Date:04.20.18

Filing 5-Streetscape Landscaping

<u>Improvement</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
Landscape Material				
Deciduous Trees (2.5" cal)	103	EA	\$ 560.00	\$ 57,680.00
2" Diam. Cobble Rock mulch (3" depth)	467	SF	\$ 1.25	\$ 583.75
EnviroTurf (w/prep)	40,364	SF	\$ 1.00	\$ 40,364.00
Irrigation (Spray for native and turf areas)	40,364	SF	\$ 0.90	\$ 36,327.60

Hardscape Material & Site Furnishings				
Mailbox kiosk (16 doors)	4	EA	\$ 1,400.00	\$ 5,600.00
Steel Edger	32	LF	\$ 3.00	\$ 96.00
		Sub-Total		\$ 140,651.35
		15% Contingency		\$ 21,097.70
		Total		\$ 161,749.05
		110% SIA Total		\$ 177,923.96

*Temporary native seed for disturbed areas and detention areas are included in the Earthwork budget by civil engineer.

Disclaimer

STREETSCAPE COST ESTIMATE

This opinion of probable landscape construction cost is made on the basis of the Planner / Landscape Architect's experience and qualifications and represents the best judgment as an experienced and qualified professional generally familiar with the industry. However, since the Planner / Landscape Architect does not have control over the cost of labor, materials, equipment, services furnished by others, the Contractors' methods of determining prices, competitive bidding or market conditions; the Planner / Landscape Architect cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from this estimate of probable landscape construction costs. If the OWNER wishes greater assurance as to probable construction costs, the OWNER shall employ an independent cost estimator or contractor. Prior to probationary acceptance of the Public Improvements for the Property, the Developer shall install all plant material and related irrigation facilities within all tracts as described in the landscape plans approved by the Town for the Property (the "Landscape Improvements"), subject to the warranty provisions of this Agreement. If installation of the Landscape Improvements cannot be reasonably accomplished prior to probationary acceptance of the Public Improvements for the Property, the Developer shall post a letter of credit amounting to one hundred ten percent (110%) (the "Landscape Security") of the materials cost as described and will complete the Landscape Improvements according to the landscape plans prior to final acceptance of the Public Improvements by the Town. The Town may reduce the Landscape Security, in the exercise of its sole discretion, as the Landscape Improvements are completed on a tract-by-tract basis and accepted by the Town for probationary acceptance, subject to the warranty provisions of this Agreement and Section 13.07.150(c) of the Town's Land Development Ordinance for the Landscape Improvements.



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TRAILS AT CROWFOOT FILING 6 ENGINEER'S ESTIMATE OF ANTICIPATED COSTS

PROJECT: TRAILS AT CROWFOOT FILING 6
CLIENT: E5X MANAGEMENT
ESTIMATE PREPARED BY: CVL CONSULTANTS OF COLORADO, INC.

ACREAGE: 14.782
LOTS: 51
JOB NUMBER: 283701
PHASE: FILING 6
DATE: 3/7/2018

SANITARY SEWER

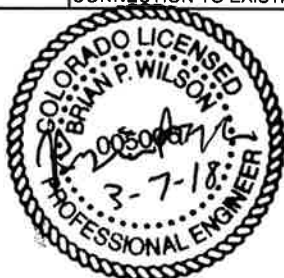
ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
	8" SEWER (PVC)	1,367	L.F.	\$48.00	\$65,616.00
	12" SEWER (PVC)	0	L.F.	\$54.00	\$0.00
	18" SEWER (PVC)	0	L.F.	\$67.00	\$0.00
	4' DIA. MANHOLE	6	EA.	\$2,850.00	\$17,100.00
	5' DIA. MANHOLE	0	EA.	\$2,850.00	\$0.00
	STANDARD CLEANOUT	0	EA.	\$300.00	\$0.00
	DROP MANHOLE	0	EA.	\$5,000.00	\$0.00
	INTERMEDIATE PLATFORM	0	EA.	\$700.00	\$0.00
	4" SEWER SERVICE	51	EA.	\$1,615.00	\$82,365.00
	20" STEEL CASING	0	L.F.	\$2,000.00	\$0.00
	CONNECTION TO EXISTING MAIN	5	EA.	\$1,900.00	\$9,500.00
					\$174,581.00

WATERLINE

ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
	6" WATERPIPE (DIP)	0	L.F.	\$20.00	\$0.00
	8" WATERPIPE (PVC)	1,527	L.F.	\$39.00	\$59,553.00
	12" WATERPIPE (PVC)	0	L.F.	\$57.00	\$0.00
	16" WATERPIPE (DIP)	0	L.F.	\$77.60	\$0.00
	6" GATE VALVE	0	EA.	\$1,000.00	\$0.00
	8" GATE VALVE	0	EA.	\$1,750.00	\$0.00
	12" GATE VALVE	0	EA.	\$3,000.00	\$0.00
	16" BUTTERFLY VALVE	0	EA.	\$18,000.00	\$0.00
	8" MISC. FITTINGS	3	EA.	\$460.00	\$1,380.00
	12" MISC. FITTINGS	0	EA.	\$730.00	\$0.00
	16" MISC. FITTINGS	0	EA.	\$1,500.00	\$0.00
	AIR / VACUUM VALVE	1	EA.	\$6,700.00	\$6,700.00
	8" CAP WITH BLOW OFF VALVE	0	EA.	\$2,000.00	\$0.00
	2" BLOW OFF VALVE (8" LINE-LOW POINT)	0	EA.	\$2,000.00	\$0.00
	6" BLOW OFF VALVE (16" LINE-LOW POINT)	0	EA.	\$2,500.00	\$0.00
	FIRE HYDRANT WITH 6" LEAD	0	EA.	\$5,000.00	\$0.00
	IRRIGATION SERVICE W/ METER(2")	0	EA.	\$2,500.00	\$0.00
	DOMESTIC WATER SERVICE W/ METER	51	EA.	\$1,400.00	\$71,400.00
	20" STEEL CASING	0	L.F.	\$2,000.00	\$0.00
	CONNECTION TO EXISTING MAIN	6	EA.	\$1,000.00	\$6,000.00
					\$145,033.00

CONTINGENCIES 20% OF CONSTRUCTION COSTS = \$63,922.80

Total Filing 6 Water/Sewer= **\$383,536.80**





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**ENGINEERS PUBLIC IMPROVEMENT COST ESTIMATE
 TRAILS AT CROWFOOT FILING 6
 3/7/2018**

ROADWAY

No.	Description	Quantity	Unit	Cost/Unit	Total Cost
	6" VERTICAL CURB & GUTTER (2' PAN)	0	L.F.	\$22.00	\$0.00
	6" VERTICAL CURB & GUTTER (1' PAN)	0	L.F.	\$22.00	\$0.00
	4" MOUNTABLE CURB & GUTTER	3,274	L.F.	\$24.00	\$78,576.00
	HOT MIX ASPHALT PAVEMENT (5" DEPTH)	5,457	S.Y.	\$23.50	\$128,231.67
	CONCRETE PAVEMENT	0	S.Y.	\$90.00	\$0.00
	AGGREGATE BASE COURSE	1,455	C.Y.	\$40.50	\$58,932.00
	SUBGRADE STABILIZATION	1,455	S.Y.	\$2.10	\$3,055.73
	ROADWAY SUBGRADE PREP (EXTEND 2' OUTSIDE CURB)	1,455	S.Y.	\$1.25	\$1,818.89
	5' DETACHED CONCRETE SIDEWALK	3,274	L.F.	\$27.00	\$88,398.00
	SIDEWALK SUBGRADE PREP (MIN 1' OUTSIDE LIMITS)	2,546	S.Y.	\$1.25	\$3,183.06
	CORNER CURB RAMP (INCLUDES SUBGRADE PREP)	0	EA.	\$2,200.00	\$0.00
	MIDBLOCK CURB RAMP (INCLUDES SUBGRADE PREP)	0	EA.	\$2,200.00	\$0.00
	CROSS PAN (INCLUDES SUBGRADE PREP)	0	S.Y.	\$103.50	\$0.00
	TRENCH DRAIN	0	L.F.	\$19.00	\$0.00
	MEDIAN COVER	0	S.Y.	\$90.00	\$0.00
	ADJUST MANHOLE	6	EA.	\$760.00	\$4,560.00
	ADJUST WATER VALVE	0	EA.	\$425.00	\$0.00
Total Cost					\$366,755.34

STRIPING

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	LONG LINE EPOXY PVMT. MARKING	0	GAL	\$105.00	\$0.00
	CROSSWALK BAR	0	S.F.	\$8.00	\$0.00
	STOP BAR	0	S.F.	\$0.93	\$0.00
	ARROW	0	EA.	\$120.00	\$0.00
Total Cost					\$0.00

SIGNAGE (INCLUDE POST AND ANCHOR)

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	STREET NAME SIGN WITH STOP SIGN	5	EA.	\$530.00	\$2,650.00
	GROUND SIGN	0	EA.	\$280.00	\$0.00
	TYPE III BARRICADE	0	EA.	\$2,500.00	\$0.00
	SPECIAL SIGN (SPEED LIMIT, DEAD END, MISC SIGNS)	0	EA.	\$280.00	\$0.00
Total Cost					\$2,650.00

DRAINAGE AND STORMWATER IMPROVEMENTS

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	18" RCP	0	L.F.	\$64.00	\$0.00
	24" RCP	0	L.F.	\$83.00	\$0.00
	30" RCP	0	L.F.	\$100.00	\$0.00
	36" RCP	0	L.F.	\$136.00	\$0.00
	48" RCP	0	L.F.	\$200.00	\$0.00
	30" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$2,400.00	\$0.00
	36" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$3,000.00	\$0.00
	48" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$3,400.00	\$0.00
	4' MANHOLE	0	EA.	\$2,500.00	\$0.00
	5' MANHOLE	0	EA.	\$3,070.00	\$0.00
	6' MANHOLE	0	EA.	\$4,380.00	\$0.00
	5' TYPE R INLET	0	EA.	\$9,000.00	\$0.00
	10' TYPE R INLET (SPECIFIC ON 10" INCREMENT)	0	EA.	\$10,700.00	\$0.00
	15' TYPE R INLET	0	EA.	\$11,000.00	\$0.00
Total Cost					\$0.00

PUBLIC IMPROVMENTS (TOWN) SUBTOTAL \$369,405.34

CONSTRUCTION CONTINGENCY (10%) \$36,940.53
 MOBILIZATION (5%) \$18,470.27
 SURVEYING (3%) \$11,082.16
 CONSTRUCTION MANAGEMENT & TESTING (12%) \$44,328.64

PUBLIC IMPROVEMENT TOTAL \$480,226.95

SECURITY AT 110% = \$528,249.64

Trails at Crowfoot Filing 6-Preliminary Landscape Cost Estimate -Open Space Tracts

PCS Group

Opinion of Probable Cost

Date: 04.20.18

Filing 6-Tract Landscape				
Improvement	Quantity	Unit	Unit Cost	Total
Landscape Material				
Deciduous Trees (2.5" cal)	14	EA	\$ 560.00	\$ 7,840.00
Evergreen Trees (8' ht)	20	EA	\$ 690.00	\$ 13,800.00
Ornamental Trees (2" cal)	14	EA	\$ 480.00	\$ 6,720.00
Deciduous Shrubs (5 gal)	162	EA	\$ 50.00	\$ 8,100.00
Evergreen Shrubs (5 gal)	28	EA	\$ 50.00	\$ 1,400.00
Ornamental Grasses / Perennials (1 gal)	160	EA	\$ 25.00	\$ 4,000.00
Enviro turf (w/prep)	15,302	SF	\$ 1.00	\$ 15,302.00
2" Diam. Cobble Rock mulch (3" depth)	2,557	SF	\$ 1.25	\$ 3,196.25
Irrigation (Spray for native and turf areas)	15,302	SF	\$ 0.90	\$ 13,771.80
Irrigation (Drip emitters for shrub beds)	1	LS	\$ 4,500.00	\$ 4,500.00
Hardscape Material & Site Furnishings				
Steel Edger	559	LF	\$ 3.00	\$ 1,677.00
Pet Station	1	EA	\$ 600.00	\$ 600.00
Trash Receptacle	1	EA	\$ 1,200.00	\$ 1,200.00
Bench	1	EA	\$ 1,500.00	\$ 1,500.00
Playground Equipment	1	EA	\$ 15,000.00	\$ 15,000.00
Specimen Landscape Boulders	4	EA	\$ 400.00	\$ 1,600.00
5' Concrete Walk (4" depth)	864	SF	\$ 7.00	\$ 6,048.00
Concrete Thickened Edge	60	LF	\$ 45.00	\$ 2,700.00
Crusher Fines (4" depth)	2,223	SF	\$ 5.00	\$ 11,115.00
Mailbox Kiosk (16 door)	4	EA	\$ 1,400.00	\$ 5,600.00
Engineered Wood Fiber (playground-12" depth)	109	SF	\$ 3.50	\$ 381.50
ADA Playground Ramp	1	EA	\$ 1,800.00	\$ 1,800.00
Playground Drainage	1	LS	\$ 1,500.00	\$ 1,500.00
			Sub-Total	\$ 129,351.55
			15% Contingency	\$ 19,402.73
			Total	\$ 148,754.28
			110% SIA Total	\$ 163,629.71

*Temporary native seed for disturbed areas and detention areas are included in the Earthwork budget by civil engineer.

Disclaimer

TRACT - COST ESTIMATE

This opinion of probable landscape construction cost is made on the basis of the Planner / Landscape Architect's experience and qualifications and represents the best judgment as an experienced and qualified professional generally familiar with the industry. However, since the Planner / Landscape Architect does not have control over the cost of labor, materials, equipment, services furnished by others, the Contractors' methods of determining prices, competitive bidding or market conditions; the Planner / Landscape Architect cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from this estimate of probable landscape construction costs. If the OWNER wishes greater assurance as to probable construction costs, the OWNER shall employ an independent cost estimator or contractor. Prior to probationary acceptance of the Public Improvements for the Property, the Developer shall install all plant material and related irrigation facilities within all tracts as described in the landscape plans approved by the Town for the Property (the "Landscape Improvements"), subject to the warranty provisions of this Agreement. If installation of the Landscape Improvements cannot be reasonably accomplished prior to probationary acceptance of the Public Improvements for the Property, the Developer shall post a letter of credit amounting to one hundred ten percent (110%) (the "Landscape Security") of the materials cost as described and will complete the Landscape Improvements according to the landscape plans prior to final acceptance of the Public Improvements by the Town. The Town may reduce the Landscape Security, in the exercise of its sole discretion, as the Landscape Improvements are completed on a tract-by-tract basis and accepted by the Town for probationary acceptance, subject to the warranty provisions of this Agreement and Section 13.07.150(c) of the Town's Land Development Ordinance for the Landscape Improvements.

Trails at Crowfoot Filing 6-Preliminary Landscape Cost Estimate - Streetscape

PCS Group

Opinion of Probable Cost

Date: 04.20.2018

Filing 6-Streetscape Landscaping				
<u>Improvement</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
Deciduous Trees (2.5" cal)	104	EA	\$ 560.00	\$ 58,240.00
EnviroTurf (w/prep)	40,592	SF	\$ 1.00	\$ 40,592.00
Irrigation (Spray for native and turf areas)	40,592	SF	\$ 0.90	\$ 36,532.80
		Sub-Total		\$ 135,364.80
		15% Contingency		\$ 20,304.72
		Total		\$ 155,669.52
		110% SIA Total		\$ 171,236.47

*Temporary native seed for disturbed areas and detention areas are included in the Earthwork budget by civil engineer.

Disclaimer

STREETSCAPE COST ESTIMATE

This opinion of probable landscape construction cost is made on the basis of the Planner / Landscape Architect's experience and qualifications and represents the best judgment as an experienced and qualified professional generally familiar with the industry. However, since the Planner / Landscape Architect does not have control over the cost of labor, materials, equipment, services furnished by others, the Contractors' methods of determining prices, competitive bidding or market conditions; the Planner / Landscape Architect cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from this estimate of probable landscape construction costs. If the OWNER wishes greater assurance as to probable construction costs, the OWNER shall employ an independent cost estimator or contractor. Prior to probationary acceptance of the Public Improvements for the Property, the Developer shall install all plant material and related irrigation facilities within all tracts as described in the landscape plans approved by the Town for the Property (the "Landscape Improvements"), subject to the warranty provisions of this Agreement. If installation of the Landscape Improvements cannot be reasonably accomplished prior to probationary acceptance of the Public Improvements for the Property, the Developer shall post a letter of credit amounting to one hundred ten percent (110%) (the "Landscape Security") of the materials cost as described and will complete the Landscape Improvements according to the landscape plans prior to final acceptance of the Public Improvements by the Town. The Town may reduce the Landscape Security, in the exercise of its sole discretion, as the Landscape Improvements are completed on a tract-by-tract basis and accepted by the Town for probationary acceptance, subject to the warranty provisions of this Agreement and Section 13.07.150(c) of the Town's Land Development Ordinance for the Landscape Improvements.



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 Englewood, Colorado 80112
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TRAILS AT CROWFOOT FILING 7 ENGINEER'S ESTIMATE OF ANTICIPATED COSTS

PROJECT:
 TRAILS AT CROWFOOT FILING 7
CLIENT:
 E5X MANAGEMENT
ESTIMATE PREPARED BY:
 CVL CONSULTANTS OF COLORADO, INC.

ACREAGE: 13.378
LOTS: 49
JOB NUMBER: 283701
PHASE: FILING 7
DATE: 3/7/2018

SANITARY SEWER

ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
	8" SEWER (PVC)	1,116	L.F.	\$48.00	\$53,568.00
	12" SEWER (PVC)	0	L.F.	\$54.00	\$0.00
	18" SEWER (PVC)	0	L.F.	\$67.00	\$0.00
	4' DIA. MANHOLE	8	EA.	\$2,850.00	\$22,800.00
	5' DIA. MANHOLE	0	EA.	\$2,850.00	\$0.00
	STANDARD CLEANOUT	0	EA.	\$300.00	\$0.00
	DROP MANHOLE	0	EA.	\$5,000.00	\$0.00
	INTERMEDIATE PLATFORM	0	EA.	\$700.00	\$0.00
	4" SEWER SERVICE	49	EA.	\$1,615.00	\$79,135.00
	20" STEEL CASING	0	L.F.	\$2,000.00	\$0.00
	CONNECTION TO EXISTING MAIN	5	EA.	\$1,900.00	\$9,500.00
					\$165,003.00

WATERLINE

ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
	6" WATERPIPE (DIP)	76	L.F.	\$20.00	\$1,520.00
	8" WATERPIPE (PVC)	1,602	L.F.	\$39.00	\$62,478.00
	12" WATERPIPE (PVC)	0	L.F.	\$57.00	\$0.00
	16" WATERPIPE (DIP)	0	L.F.	\$77.60	\$0.00
	6" GATE VALVE	3	EA.	\$1,000.00	\$3,000.00
	8" GATE VALVE	1	EA.	\$1,750.00	\$1,750.00
	12" GATE VALVE	0	EA.	\$3,000.00	\$0.00
	16" BUTTERFLY VALVE	0	EA.	\$18,000.00	\$0.00
	8" MISC. FITTINGS	11	EA.	\$460.00	\$5,060.00
	12" MISC. FITTINGS	0	EA.	\$730.00	\$0.00
	16" MISC. FITTINGS	0	EA.	\$1,500.00	\$0.00
	AIR / VACUUM VALVE	2	EA.	\$6,700.00	\$13,400.00
	8" CAP WITH BLOW OFF VALVE	0	EA.	\$2,000.00	\$0.00
	2" BLOW OFF VALVE (8" LINE-LOW POINT)	0	EA.	\$2,000.00	\$0.00
	6" BLOW OFF VALVE (16" LINE-LOW POINT)	0	EA.	\$2,500.00	\$0.00
	FIRE HYDRANT WITH 6" LEAD	3	EA.	\$5,000.00	\$15,000.00
	IRRIGATION SERVICE W/ METER(2")	0	EA.	\$2,500.00	\$0.00
	DOMESTIC WATER SERVICE W/ METER	49	EA.	\$1,400.00	\$68,600.00
	20" STEEL CASING	0	L.F.	\$2,000.00	\$0.00
	CONNECTION TO EXISTING MAIN	4	EA.	\$1,000.00	\$4,000.00
					\$174,808.00



CONTINGENCIES 20% OF CONSTRUCTION COSTS = \$67,962.20

Total Filing 7 Water/Sewer= \$407,773.20



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**ENGINEERS PUBLIC IMPROVEMENT COST ESTIMATE
 TRAILS AT CROWFOOT FILING 7
 3/7/2018**

ROADWAY

No.	Description	Quantity	Unit	Cost/Unit	Total Cost
	6" VERTICAL CURB & GUTTER (2' PAN)	0	L.F.	\$22.00	\$0.00
	6" VERTICAL CURB & GUTTER (1' PAN)	0	L.F.	\$22.00	\$0.00
	4" MOUNTABLE CURB & GUTTER	3,316	L.F.	\$24.00	\$79,584.00
	HOT MIX ASPHALT PAVEMENT (5" DEPTH)	5,527	S.Y.	\$23.50	\$129,876.67
	CONCRETE PAVEMENT	0	S.Y.	\$90.00	\$0.00
	AGGREGATE BASE COURSE	1,474	C.Y.	\$40.50	\$59,688.00
	SUBGRADE STABILIZATION	1,474	S.Y.	\$2.10	\$3,094.93
	ROADWAY SUBGRADE PREP (EXTEND 2' OUTSIDE CURB)	1,474	S.Y.	\$1.25	\$1,842.22
	5' DETACHED CONCRETE SIDEWALK	3,316	L.F.	\$27.00	\$89,532.00
	SIDEWALK SUBGRADE PREP (MIN 1' OUTSIDE LIMITS)	2,579	S.Y.	\$1.25	\$3,223.89
	CORNER CURB RAMP (INCLUDES SUBGRADE PREP)	0	EA.	\$2,200.00	\$0.00
	MIDBLOCK CURB RAMP (INCLUDES SUBGRADE PREP)	0	EA.	\$2,200.00	\$0.00
	CROSS PAN (INCLUDES SUBGRADE PREP)	0	S.Y.	\$103.50	\$0.00
	TRENCH DRAIN	0	L.F.	\$19.00	\$0.00
	MEDIAN COVER	0	S.Y.	\$90.00	\$0.00
	ADJUST MANHOLE	8	EA.	\$760.00	\$6,080.00
	ADJUST WATER VALVE	4	EA.	\$425.00	\$1,700.00
Total Cost					\$374,621.71

STRIPING

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	LONG LINE EPOXY PVMT. MARKING	0	GAL	\$105.00	\$0.00
	CROSSWALK BAR	0	S.F.	\$8.00	\$0.00
	STOP BAR	0	S.F.	\$0.93	\$0.00
	ARROW	0	EA.	\$120.00	\$0.00
Total Cost					\$0.00

SIGNAGE (INCLUDE POST AND ANCHOR)

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	STREET NAME SIGN WITH STOP SIGN	4	EA.	\$530.00	\$2,120.00
	GROUND SIGN	0	EA.	\$280.00	\$0.00
	TYPE III BARRICADE	0	EA.	\$2,500.00	\$0.00
	SPECIAL SIGN (SPEED LIMIT, DEAD END, MISC SIGNS)	0	EA.	\$280.00	\$0.00
Total Cost					\$2,120.00

DRAINAGE AND STORMWATER IMPROVMENTS

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	18" RCP	0	L.F.	\$64.00	\$0.00
	24" RCP	0	L.F.	\$83.00	\$0.00
	30" RCP	0	L.F.	\$100.00	\$0.00
	36" RCP	0	L.F.	\$136.00	\$0.00
	48" RCP	0	L.F.	\$200.00	\$0.00
	30" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$2,400.00	\$0.00
	36" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$3,000.00	\$0.00
	48" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$3,400.00	\$0.00
	4' MANHOLE	0	EA.	\$2,500.00	\$0.00
	5' MANHOLE	0	EA.	\$3,070.00	\$0.00
	6' MANHOLE	0	EA.	\$4,380.00	\$0.00
	5' TYPE R INLET	0	EA.	\$9,000.00	\$0.00
	10' TYPE R INLET (SPECIFIC ON 10" INCREMENT)	0	EA.	\$10,700.00	\$0.00
	15' TYPE R INLET	0	EA.	\$11,000.00	\$0.00
Total Cost					\$0.00

PUBLIC IMPROVMENTS (TOWN) SUBTOTAL \$376,741.71

CONSTRUCTION CONTINGENCY (10%) \$37,674.17
 MOBILIZATION (5%) \$18,837.09
 SURVEYING (3%) \$11,302.25
 CONSTRUCTION MANAGEMENT & TESTING (12%) \$45,209.01

PUBLIC IMPROVEMENT TOTAL \$489,764.22

SECURITY AT 110% = \$538,740.65

Trails at Crowfoot Filing 7-Preliminary Landscape Cost Estimate Tract

PCS Group

Opinion of Probable Cost

Date: 04.20.18

Filing 7-Tract Landscape				
<u>Improvement</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
Landscape Material				
Evergreen Trees (8' ht)	9	EA	\$ 690.00	\$ 6,210.00
Ornamental Trees (2" cal)	6	EA	\$ 480.00	\$ 2,880.00
Deciduous Shrubs (5 gal)	5	EA	\$ 50.00	\$ 250.00
Evergreen Shrubs (5 gal)	30	EA	\$ 50.00	\$ 1,500.00
Ornamental Grasses (1 gal)	23	EA	\$ 25.00	\$ 575.00
Enviro turf (w/prep)	1,988	SF	\$ 1.00	\$ 1,988.00
2" Diam. Cobble Rock mulch (3" depth)	796	SF	\$ 1.25	\$ 995.00
Irrigation (Spray for native and turf areas)	1,988	SF	\$ 0.90	\$ 1,789.20
Irrigation (Drip emitters for shrub beds)	1	LS	\$ 2,000.00	\$ 2,000.00
Hardscape Material & Site Furnishings				
Concrete Walk (4" depth)	938	SF	\$ 7.00	\$ 6,566.00
Crusher Fines (4" depth)	1,508	SF	\$ 6.00	\$ 9,048.00
Steel Edger	39	LF	\$ 3.00	\$ 117.00
Pet Station	1	EA	\$ 600.00	\$ 600.00
Trash Receptacle	1	EA	\$ 1,200.00	\$ 1,200.00
Bench	1	EA	\$ 1,500.00	\$ 1,500.00
			Sub-Total	\$ 37,218.20
			15% Contingency	\$ 5,582.73
			Total	\$ 42,800.93
			110% SIA Total	\$ 47,081.02

*Temporary irrigated native seed for disturbed areas and detention areas are included in the Earthwork budget by civil engineer.

Disclaimer

TRACT COST ESTIMATE

This opinion of probable landscape construction cost is made on the basis of the Planner / Landscape Architect's experience and qualifications and represents the best judgment as an experienced and qualified professional generally familiar with the industry. However, since the Planner / Landscape Architect does not have control over the cost of labor, materials, equipment, services furnished by others, the Contractors' methods of determining prices, competitive bidding or market conditions; the Planner / Landscape Architect cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from this estimate of probable landscape construction costs. If the OWNER wishes greater assurance as to probable construction costs, the OWNER shall employ an independent cost estimator or contractor. Prior to probationary acceptance of the Public Improvements for the Property, the Developer shall install all plant material and related irrigation facilities within all tracts as described in the landscape plans approved by the Town for the Property (the "Landscape Improvements"), subject to the warranty provisions of this Agreement. If installation of the Landscape Improvements cannot be reasonably accomplished prior to probationary acceptance of the Public Improvements for the Property, the Developer shall post a letter of credit amounting to one hundred ten percent (110%) (the "Landscape Security") of the materials cost as described and will complete the Landscape Improvements according to the landscape plans prior to final acceptance of the Public Improvements by the Town. The Town may reduce the Landscape Security, in the exercise of its sole discretion, as the Landscape Improvements are completed on a tract-by-tract basis and accepted by the Town for probationary acceptance, subject to the warranty provisions of this Agreement and Section 13.07.150(c) of the Town's Land Development Ordinance for the Landscape Improvements.

Trails at Crowfoot Filing 7-Preliminary Landscape Cost Estimate Streetscape

PCS Group

Opinion of Probable Cost

Date: 04.20.2018

Filing 7-Streetscape Landscape

<u>Improvement</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
Landscape Material				
Deciduous Trees (2.5" cal)	85	EA	\$ 560.00	\$ 47,600.00
2" Diam. Cobble Rock mulch (3" depth)	240	SF	\$ 1.25	\$ 300.00
EnviroTurf (w/prep)	35,525	SF	\$ 1.00	\$ 35,525.00
Irrigation (Spray for native and turf areas)	35,525	SF	\$ 0.90	\$ 31,972.50

Hardscape Material & Site Furnishings				
Steel Edger	16	LF	\$ 3.00	\$ 48.00
Mailbox kiosk (16 doors)	4	EA	\$ 1,400.00	\$ 5,600.00
		Sub-Total		\$ 121,045.50
		15% Contingency		\$ 18,156.83
		Total		\$ 139,202.33
		110% SIA Total		\$ 153,122.56

*Temporary native seed for disturbed areas and detention areas are included in the Earthwork budget by civil engineer.

Disclaimer

STREETSCAPE COST ESTIMATE

This opinion of probable landscape construction cost is made on the basis of the Planner / Landscape Architect's experience and qualifications and represents the best judgment as an experienced and qualified professional generally familiar with the industry. However, since the Planner / Landscape Architect does not have control over the cost of labor, materials, equipment, services furnished by others, the Contractors' methods of determining prices, competitive bidding or market conditions; the Planner / Landscape Architect cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from this estimate of probable landscape construction costs. If the OWNER wishes greater assurance as to probable construction costs, the OWNER shall employ an independent cost estimator or contractor. Prior to probationary acceptance of the Public Improvements for the Property, the Developer shall install all plant material and related irrigation facilities within all tracts as described in the landscape plans approved by the Town for the Property (the "Landscape Improvements"), subject to the warranty provisions of this Agreement. If installation of the Landscape Improvements cannot be reasonably accomplished prior to probationary acceptance of the Public Improvements for the Property, the Developer shall post a letter of credit amounting to one hundred ten percent (110%) (the "Landscape Security") of the materials cost as described and will complete the Landscape Improvements according to the landscape plans prior to final acceptance of the Public Improvements by the Town. The Town may reduce the Landscape Security, in the exercise of its sole discretion, as the Landscape Improvements are completed on a tract-by-tract basis and accepted by the Town for probationary acceptance, subject to the warranty provisions of this Agreement and Section 13.07.150(c) of the Town's Land Development Ordinance for the Landscape Improvements.



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Suite 240
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TRAILS AT CROWFOOT FILING 8 ENGINEER'S ESTIMATE OF ANTICIPATED COSTS

PROJECT:	TRAILS AT CROWFOOT FILING 8	ACREAGE:	10.688
CLIENT:	E5X MANAGEMENT	LOTS:	31
ESTIMATE PREPARED BY:	CVL CONSULTANTS OF COLORADO, INC.	JOB NUMBER:	283701
		PHASE:	FILING 8
		DATE:	3/7/2018

SANITARY SEWER

ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
	8" SEWER (PVC)	340	L.F.	\$48.00	\$16,320.00
	4' DIA. MANHOLE	2	EA.	\$2,850.00	\$5,700.00
	INTERMEDIATE PLATFORM	0	EA.	\$700.00	\$0.00
	*4" SEWER SERVICE	31	EA.	\$1,615.00	\$50,065.00
	CONNECTION TO EXISTING MAIN	1	EA.	\$1,900.00	\$1,900.00
					\$73,985.00

WATERLINE

ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
	6" WATERPIPE (DIP)	16	L.F.	\$20.00	\$320.00
	8" WATERPIPE (PVC)	310	L.F.	\$39.00	\$12,090.00
	6" GATE VALVE	1	EA.	\$1,000.00	\$1,000.00
	8" GATE VALVE	0	EA.	\$1,750.00	\$0.00
	8" MISC. FITTINGS	2	EA.	\$460.00	\$920.00
	AIR / VACUUM VALVE	1	EA.	\$6,700.00	\$6,700.00
	2" BLOW OFF VALVE (8" LINE-LOW POINT)	0	EA.	\$2,000.00	\$0.00
	FIRE HYDRANTS WITH 6" LEAD	1	EA.	\$5,000.00	\$5,000.00
	IRRIGATION SERVICE W/ METER(2")	0	EA.	\$2,500.00	\$0.00
	*DOMESTIC WATER SERVICE W/ METER	31	EA.	\$1,400.00	\$43,400.00
	CONNECTION TO EXISTING MAIN	1	EA.	\$1,000.00	\$1,000.00
					\$70,430.00

CONTINGENCIES 20% OF CONSTRUCTION COSTS = **\$28,883.00**

Total Filing 8 Water/Sewer= **\$173,298.00**

Note: * 22 services are being installed with Filing 1 Parker Water and Sanitation Construction Plans and 9 are being installed with Filing 8 Parker Water and Sanitation Construction Plans.





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**ENGINEERS PUBLIC IMPROVEMENT COST ESTIMATE
 TRAILS AT CROWFOOT FILING 8
 3/7/2018**

ROADWAY

No.	Description	Quantity	Unit	Cost/Unit	Total Cost
	6" VERTICAL CURB & GUTTER (2' PAN)	0	L.F.	\$22.00	\$0.00
	6" VERTICAL CURB & GUTTER (1' PAN)	0	L.F.	\$22.00	\$0.00
	4" MOUNTABLE CURB & GUTTER	744	L.F.	\$24.00	\$17,856.00
	HOT MIX ASPHALT PAVEMENT (5" DEPTH)	1,502	S.Y.	\$23.50	\$35,298.65
	CONCRETE PAVEMENT	0	S.Y.	\$90.00	\$0.00
	AGGRIGATE BASE COURSE	406	C.Y.	\$40.50	\$16,447.53
	SUBGRADE STABILIZATION	406	S.Y.	\$2.10	\$852.84
	ROADWAY SUBGRADE PREP (EXTEND 2' OUTSIDE CURB)	406	S.Y.	\$1.25	\$507.64
	5' DETACHED CONCRETE SIDEWALK	764	L.F.	\$27.00	\$20,628.00
	SIDEWALK SUBGRADE PREP (MIN 1' OUTSIDE LIMITS)	594	S.Y.	\$1.25	\$742.78
	CORNER CURB RAMP (INCLUDES SUBGRADE PREP)	0	EA.	\$2,200.00	\$0.00
	MIDBLOCK CURB RAMP (INCLUDES SUBGRADE PREP)	0	EA.	\$2,200.00	\$0.00
	CROSS PAN (INCLUDES SUBGRADE PREP)	0	S.Y.	\$103.50	\$0.00
	TRENCH DRAIN	0	L.F.	\$19.00	\$0.00
	MEDIAN COVER	0	S.Y.	\$90.00	\$0.00
	ADJUST MANHOLE	2	EA.	\$760.00	\$1,520.00
	ADJUST WATER VALVE	1	EA.	\$425.00	\$425.00
Total Cost					\$94,278.44

STRIPING

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	LONG LINE EPOXY PVMT. MARKING	0	GAL	\$105.00	\$0.00
	CROSSWALK BAR	0	S.F.	\$8.00	\$0.00
	STOP BAR	0	S.F.	\$0.93	\$0.00
	ARROW	0	EA.	\$120.00	\$0.00
Total Cost					\$0.00

SIGNAGE (INCLUDE POST AND ANCHOR)

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	STREET NAME SIGN WITH STOP SIGN	1	EA.	\$530.00	\$530.00
	GROUND SIGN	0	EA.	\$280.00	\$0.00
	TYPE III BARRICADE	0	EA.	\$2,500.00	\$0.00
	SPECIAL SIGN (SPEED LIMIT, DEAD END, MISC SIGNS)	1	EA.	\$280.00	\$280.00
Total Cost					\$810.00

DRAINAGE AND STORMWATER IMPROVMENTS

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	18" RCP	0	L.F.	\$64.00	\$0.00
	24" RCP	0	L.F.	\$83.00	\$0.00
	30" RCP	0	L.F.	\$100.00	\$0.00
	36" RCP	0	L.F.	\$136.00	\$0.00
	48" RCP	0	L.F.	\$200.00	\$0.00
	30" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$2,400.00	\$0.00
	36" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$3,000.00	\$0.00
	48" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$3,400.00	\$0.00
	4' MANHOLE	0	EA.	\$2,500.00	\$0.00
	5' MANHOLE	0	EA.	\$3,070.00	\$0.00
	6' MANHOLE	0	EA.	\$4,380.00	\$0.00
	5' TYPE R INLET	0	EA.	\$9,000.00	\$0.00
	10' TYPE R INLET (SPECIFIC ON 10" INCREMENT)	0	EA.	\$10,700.00	\$0.00
	15' TYPE R INLET	0	EA.	\$11,000.00	\$0.00
Total Cost					\$0.00

PUBLIC IMPROVMENTS (TOWN) SUBTOTAL \$95,088.44

CONSTRUCTION CONTINGENCY (10%) \$9,508.84
 MOBILIZATION (5%) \$4,754.42
 SURVEYING (3%) \$2,852.65
 CONSTRUCTION MANAGEMENT & TESTING (12%) \$11,410.61

PUBLIC IMPROVEMENT TOTAL \$123,614.97

SECURITY AT 110% = \$135,976.47

Trails at Crowfoot Filing 8-Preliminary Landscape Cost Estimate Streetscape

PCS Group

Opinion of Probable Cost

Date: 04.20.2018

Filing 8-Streetscape Landscaping

<u>Improvement</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
Landscape Material				
Deciduous Trees (2.5" cal)	65	EA	\$ 560.00	\$ 36,400.00
2" Diam. Cobble Rock mulch (3" depth)	1,648	SF	\$ 1.25	\$ 2,060.00
Landscape Boulders (2'-3')	8	EA	\$ 400.00	\$ 3,200.00
EnviroTurf (w/prep)	24,163	SF	\$ 1.00	\$ 24,163.00
Irrigation (Spray for native and turf areas)	24,163	SF	\$ 0.90	\$ 21,746.70
Hardscape Material & Site Furnishings				
Steel Edger	48	LF	\$ 3.00	\$ 144.00
Mailbox kiosk (16 doors)	2	EA	\$ 1,400.00	\$ 2,800.00
			Sub-Total	\$ 90,513.70
			15% Contingency	\$ 13,577.06
			Total	\$ 104,090.76
			110% SIA Total	\$ 114,499.83

*Temporary native seed for disturbed areas and detention areas are included in the Earthwork budget by civil engineer.

Disclaimer

STREETSCAPE COST ESTIMATE

This opinion of probable landscape construction cost is made on the basis of the Planner / Landscape Architect's experience and qualifications and represents the best judgment as an experienced and qualified professional generally familiar with the industry. However, since the Planner / Landscape Architect does not have control over the cost of labor, materials, equipment, services furnished by others, the Contractors' methods of determining prices, competitive bidding or market conditions; the Planner / Landscape Architect cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from this estimate of probable landscape construction costs. If the OWNER wishes greater assurance as to probable construction costs, the OWNER shall employ an independent cost estimator or contractor. Prior to probationary acceptance of the Public Improvements for the Property, the Developer shall install all plant material and related irrigation facilities within all tracts as described in the landscape plans approved by the Town for the Property (the "Landscape Improvements"), subject to the warranty provisions of this Agreement. If installation of the Landscape Improvements cannot be reasonably accomplished prior to probationary acceptance of the Public Improvements for the Property, the Developer shall post a letter of credit amounting to one hundred ten percent (110%) (the "Landscape Security") of the materials cost as described and will complete the Landscape Improvements according to the landscape plans prior to final acceptance of the Public Improvements by the Town. The Town may reduce the Landscape Security, in the exercise of its sole discretion, as the Landscape Improvements are completed on a tract-by-tract basis and accepted by the Town for probationary acceptance, subject to the warranty provisions of this Agreement and Section 13.07.150(c) of the Town's Land Development Ordinance for the Landscape Improvements.



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TRAILS AT CROWFOOT FILING 9 ENGINEER'S ESTIMATE OF ANTICIPATED COSTS

PROJECT:	ACREAGE:	152.368
TRAILS AT CROWFOOT FILING 9	LOTS:	0
CLIENT:	JOB NUMBER:	283701
E5X MANAGEMENT	PHASE:	FILING 9
ESTIMATE PREPARED BY:	DATE:	2/26/2018
CVL CONSULTANTS OF COLORADO, INC.		

SANITARY SEWER

ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
	8" SEWER (PVC)	1,142	L.F.	\$48.00	\$54,816.00
	12" SEWER (PVC)	0	L.F.	\$54.00	\$0.00
	18" SEWER (PVC)	0	L.F.	\$67.00	\$0.00
	4' DIA. MANHOLE	9	EA.	\$2,850.00	\$25,650.00
	5' DIA. MANHOLE	0	EA.	\$2,850.00	\$0.00
	STANDARD CLEANOUT	0	EA.	\$300.00	\$0.00
	DROP MANHOLE	0	EA.	\$5,000.00	\$0.00
	INTERMEDIATE PLATFORM	0	EA.	\$700.00	\$0.00
	4" SEWER SERVICE	0	EA.	\$1,615.00	\$0.00
	20" STEEL CASING	0	L.F.	\$2,000.00	\$0.00
	CONNECTION TO EXISTING MAIN	1	EA.	\$1,900.00	\$1,900.00
					\$82,366.00

WATERLINE

ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
	6" WATERPIPE (DIP)	211	L.F.	\$20.00	\$4,220.00
	8" WATERPIPE (PVC)	4,079	L.F.	\$39.00	\$159,081.00
	12" WATERPIPE (PVC)	1,081	L.F.	\$57.00	\$61,617.00
	16" WATERPIPE (DIP)	0	L.F.	\$77.60	\$0.00
	6" GATE VALVE	9	EA.	\$1,000.00	\$9,000.00
	8" GATE VALVE	25	EA.	\$1,750.00	\$43,750.00
	12" GATE VALVE	3	EA.	\$3,000.00	\$9,000.00
	16" BUTTERFLY VALVE	0	EA.	\$18,000.00	\$0.00
	8" MISC. FITTINGS	16	EA.	\$460.00	\$7,360.00
	12" MISC. FITTINGS	6	EA.	\$730.00	\$4,380.00
	16" MISC. FITTINGS	0	EA.	\$1,500.00	\$0.00
	AIR / VACUUM VALVE	2	EA.	\$6,700.00	\$13,400.00
	8" CAP WITH BLOW OFF	11	EA.	\$2,000.00	\$22,000.00
	2" BLOW OFF VALVE (8" LINE-LOW POINT)	1	EA.	\$2,000.00	\$2,000.00
	6" BLOW OFF VALVE (16" LINE-LOW POINT)	0	EA.	\$2,500.00	\$0.00
	FIRE HYDRANTS WITH 6" LEAD	9	EA.	\$5,000.00	\$45,000.00
	IRRIGATION SERVICE W/ METER(2")	2	EA.	\$2,500.00	\$5,000.00
	DOMESTIC WATER SERVICE W/ METER	0	EA.	\$1,400.00	\$0.00
	20" STEEL CASING	0	L.F.	\$2,000.00	\$0.00
	CONNECTION TO EXISTING MAIN	5	EA.	\$1,000.00	\$5,000.00
					\$390,808.00

CONTINGENCIES 20% OF CONSTRUCTION COSTS = **\$94,634.80**

Total Filing 9 Water/Sewer= \$567,808.80





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**ENGINEERS PUBLIC IMPROVEMENT COST ESTIMATE
 TRAILS AT CROWFOOT FILING 9
 2/26/2018**

EARTHWORK

No.	Description	Quantity	Unit	UNIT COST	Total Cost
	OVERLOT GRADING	535,000	C.Y.	\$3.00	\$1,605,000.00
	IMPORT/EXPORT	0	C.Y.	\$6.00	\$0.00
	TOP SOIL	65,140	C.Y.	\$1.75	\$113,995.00
Total Cost					\$1,718,995.00

ROADWAY

No.	Description	Quantity	Unit	Cost/Unit	Total Cost
	6" VERTICAL CURB & GUTTER (2' PAN)	11,680	L.F.	\$22.00	\$256,960.00
	6" VERTICAL CURB & GUTTER (1' PAN)	6,142	L.F.	\$22.00	\$135,124.00
	4" MOUNTABLE CURB & GUTTER	4,396	L.F.	\$24.00	\$105,504.00
	HOT MIX ASPHALT PAVEMENT (5' DEPTH)	32,292	S.Y.	\$23.50	\$758,856.78
	CONCRETE PAVEMENT	0	S.Y.	\$90.00	\$0.00
	AGGRIGATE BASE COURSE	6,213	C.Y.	\$40.50	\$251,627.25
	SUBGRADE STABILIZATION	37,278	S.Y.	\$2.10	\$78,284.03
	ROADWAY SUBGRADE PREP (EXTEND 2' OUTSIDE CURB)	37,278	S.Y.	\$1.25	\$46,597.64
	5' DETACHED CONCRETE SIDEWALK	16,076	L.F.	\$27.00	\$434,052.00
	SIDEWALK SUBGRADE PREP (MIN 1' OUTSIDE LIMITS)	12,504	S.Y.	\$1.25	\$15,629.44
	CORNER CURB RAMP (INCLUDES SUBGRADE PREP)	47	EA.	\$2,200.00	\$103,400.00
	MIDBLOCK CURB RAMP (INCLUDES SUBGRADE PREP)	7	EA.	\$2,200.00	\$15,400.00
	CROSS PAN (INCLUDES SUBGRADE PREP)	200	S.Y.	\$103.50	\$20,700.00
	TRENCH DRAIN	5,542	L.F.	\$19.00	\$105,298.00
	MEDIAN COVER	1,363	S.Y.	\$90.00	\$122,670.00
	ADJUST MANHOLE	51	EA.	\$760.00	\$38,760.00
	ADJUST WATER VALVE	44	EA.	\$425.00	\$18,700.00
Total Cost					\$2,507,563.14

CONCRETE TRAILS

No.	Description	Quantity	Unit	Cost/Unit	Total Cost
	10' REGIONAL TRAIL	3,211	L.F.	\$45.00	\$144,495.00
	SIDEWALK SUBGRADE PREP (MIN 1' OUTSIDE LIMITS)	4,281	S.Y.	\$9.80	\$41,957.07
Total Cost					\$186,452.07

STRIPING

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	LONG LINE EPOXY PVMT. MARKING	57	GAL	\$105.00	\$5,950.00
	CROSSWALK BAR	3,800	S.F.	\$8.00	\$30,400.00
	STOP BAR	0	S.F.	\$0.93	\$0.00
	ARROW	8	EA.	\$120.00	\$960.00
Total Cost					\$37,310.00

SIGNAGE (INCLUDE POST AND ANCHOR)

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	STREET NAME SIGN	8	EA.	\$530.00	\$4,240.00
	GROUND SIGN	0	EA.	\$280.00	\$0.00
	TYPE III BARRICADE	1	EA.	\$2,500.00	\$2,500.00
	SPECIAL SIGN (SPEED LIMIT, DEAD END, MISC SIGNS)	4	EA.	\$280.00	\$1,120.00
Total Cost					\$7,860.00

DRAINAGE AND STORMWATER IMPROVMENTS

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	18" RCP	1,832	L.F.	\$64.00	\$117,248.00
	24" RCP	2,889	L.F.	\$83.00	\$239,787.00
	30" RCP	319	L.F.	\$100.00	\$31,900.00
	36" RCP	2,722	L.F.	\$136.00	\$370,192.00
	48" RCP	72	L.F.	\$200.00	\$14,400.00
	24" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$2,400.00	\$0.00
	36" FES WITH CONCRETE CUTOFF WALL	2	EA.	\$3,000.00	\$6,000.00
	48" FES WITH CONCRETE CUTOFF WALL	2	EA.	\$3,400.00	\$6,800.00
	4' MANHOLE	29	EA.	\$2,500.00	\$72,500.00
	5' MANHOLE	25	EA.	\$3,070.00	\$76,750.00
	5' TYPE R INLET	0	EA.	\$9,000.00	\$0.00
	10' TYPE R INLET (SPECIFIC ON 10" INCREMENT)	13	EA.	\$10,700.00	\$139,100.00
	15' TYPE R INLET	14	EA.	\$11,000.00	\$154,000.00
	TYPE C AREA INLET	2	EA.	\$7,500.00	\$15,000.00
	OUTLET STRUCTURE WITH MICROPOOL (POND C)	1	L.S.	\$75,000.00	\$75,000.00
	TRICKLE CHANNEL (4' STANDARD WIDTH WITH 6" VERICAL CURBS)	693	L.F.	\$130.00	\$90,090.00
	FOREBAY	2	EA.	\$34,000.00	\$68,000.00
	ACCESS PATH	1	L.S.	\$11,400.00	\$11,400.00
	RIPRAP	110	C.Y.	\$150.00	\$16,500.00

Total Cost **\$1,504,667.00**

PUBLIC IMPROVMENTS (TOWN) SUBTOTAL **\$5,962,847.21**

CONSTRUCTION CONTINGENCY (10%) \$596,284.72

MOBILIZATION (5%) \$298,142.36

SURVEYING (3%) \$178,885.42

CONSTRUCTION MANAGEMENT & TESTING (12%) \$715,541.67

PUBLIC IMPROVEMENT TOTAL **\$7,751,701.37**

SECURITY AT 110% = **\$8,526,871.51**

Trails at Crowfoot JDA Filing 9- Preliminary Landscape Cost Estimate-Open Space

PCS Group

Opinion of Probable Cost

Date: 4.2.2018

Filing 9-Open Space				
Landscape Tracts East of Bayour Gulch Rd.				
Improvement	Quantity	Unit	Unit Cost	Total
Deciduous Trees	10	EA	\$ 560.00	\$ 5,600.00
Evergreen Trees	43	EA	\$ 690.00	\$ 29,670.00
Ornamental Trees	14	EA	\$ 480.00	\$ 6,720.00
Deciduous Shrubs (5 gal)	166	EA	\$ 50.00	\$ 8,300.00
Evergreen Shrubs (5 gal)	130	EA	\$ 50.00	\$ 6,500.00
Ornamental Grasses	544	EA	\$ 25.00	\$ 13,600.00
Perennials	53	EA	\$ 15.00	\$ 795.00
Native Seed - <i>Permenantly irrigated (w/prep)</i>	66,856	SF	\$ 0.75	\$ 50,142.00
Enviro-Turf (<i>w/prep</i>)	4,438	SF	\$ 1.00	\$ 4,438.00
Cobble rock mulch	15,102	SF	\$ 1.25	\$ 18,877.50
Steel Edger	2,466	LF	\$ 50.00	\$ 123,300.00
Landscape Boulders	22	EA	\$ 400.00	\$ 8,800.00
Irrigation (<i>Spray for native and turf areas</i>)	71,294	SF	\$ 0.90	\$ 64,164.60
Irrigation (<i>Drip emitters for shrub beds</i>)	1	LS	\$ 15,000.00	\$ 15,000.00
Open Rail Cross Buck Fence	9,044	LF	\$ 25.00	\$ 226,100.00
			Sub-Total	\$ 576,407.10
			15% Contingency	\$ 86,461.07
			Total	\$ 662,868.17
			110% SIA Total	\$ 729,154.98

*The control system and POC components for irrigation are figured into the sq.ft. price

**Temporary native seed for disturbed areas and detention areas are included in the Earthwork budget by civil engineer.

***All streetscape and Median Lighting is included in Engineer's cost estimate.

Disclaimer

OPEN SPACE COST ESTIMATE

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Trails at Crowfoot JDA Filing 9- Preliminary Landscape Cost Estimate-Streetscape

PCS Group

Opinion of Probable Cost

Date: 4.6.2018

Filing 9- Streetscape & Medians

North Pinery Parkway East/Scarlet Sage Ave/Alpine Phlox st.

<u>Improvement</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
Deciduous Trees (2.5" cal)	264	EA	\$ 560.00	\$ 147,840.00
Ornamental Trees (2" cal)	18	EA	\$ 480.00	\$ 8,640.00
Deciduous Shrubs (5 gal)	158	EA	\$ 50.00	\$ 7,900.00
Evergreen Shrubs (5 gal)	295	EA	\$ 50.00	\$ 14,750.00
Ornamental Grasses	261	EA	\$ 25.00	\$ 6,525.00
Cobble rock mulch (1.5" Gray, 4" Depth)	19,337	SF	\$ 1.25	\$ 24,171.25
Native Seed - <i>Permanantly irrigated (w/prep)</i>	322	SF	\$ 0.75	\$ 241.50
Enviro-Turf (<i>w/prep</i>)	91,030	SF	\$ 1.00	\$ 91,030.00
Steel Edger	555	LF	\$ 3.00	\$ 1,665.00
Landscape Boulders	65	EA	\$ 400.00	\$ 26,000.00
Irrigation (<i>Spray for native and turf areas</i>)	91,352	SF	\$ 0.90	\$ 82,216.80
Irrigation (<i>Drip emitters for shrub beds</i>)	1	LS	\$ 20,000.00	\$ 20,000.00
			Sub-Total	\$ 430,979.55
			15% Contingency	\$ 64,646.93
			Total	\$ 495,626.48
			110% SIA Total	\$ 545,189.13

*The control system and POC components for irrigation are figured into the sq.ft. price

**Temporary native seed for disturbed areas and detention areas are included in the Earthwork budget by civil engineer.

***All streetscape and Median Lighting is included in Engineer's cost estimate.

Disclaimer

STREETSCAPE

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CVL Consultants of Colorado, Inc.

10333 E. Dry Creek Rd

Suite 240

Englewood, Colorado 80112

720.482.9526 Fax 720.482.9546

TRAILS AT CROWFOOT FILING 10 ENGINEER'S ESTIMATE OF ANTICIPATED COSTS

PROJECT: TRAILS AT CROWFOOT FILING 10
CLIENT: E5X MANAGEMENT
ESTIMATE PREPARED BY: CVL CONSULTANTS OF COLORADO, INC.

ACREAGE: 29.024
LOTS: 129
JOB NUMBER: 283701
PHASE: FILING 10
DATE: 3/13/2018

SANITARY SEWER

ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
	8" SEWER (PVC)	3,729	L.F.	\$48.00	\$178,992.00
	12" SEWER (PVC)	0	L.F.	\$54.00	\$0.00
	18" SEWER (PVC)	0	L.F.	\$67.00	\$0.00
	4' DIA. MANHOLE	28	EA.	\$2,850.00	\$79,800.00
	5' DIA. MANHOLE	0	EA.	\$2,850.00	\$0.00
	STANDARD CLEANOUT	0	EA.	\$300.00	\$0.00
	DROP MANHOLE	0	EA.	\$5,000.00	\$0.00
	INTERMEDIATE PLATFORM	0	EA.	\$700.00	\$0.00
	4" SEWER SERVICE	129	EA.	\$1,615.00	\$208,335.00
	20" STEEL CASING	0	L.F.	\$2,000.00	\$0.00
	CONNECTION TO EXISTING MAIN	4	EA.	\$1,900.00	\$7,600.00
					\$474,727.00

WATERLINE

ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
	6" WATERPIPE (DIP)	165	L.F.	\$20.00	\$3,300.00
	8" WATERPIPE (PVC)	4,491	L.F.	\$39.00	\$175,149.00
	12" WATERPIPE (PVC)	0	L.F.	\$57.00	\$0.00
	16" WATERPIPE (DIP)	0	L.F.	\$77.60	\$0.00
	6" GATE VALVE	8	EA.	\$1,000.00	\$8,000.00
	8" GATE VALVE	17	EA.	\$1,750.00	\$29,750.00
	12" GATE VALVE	0	EA.	\$3,000.00	\$0.00
	16" BUTTERFLY VALVE	0	EA.	\$18,000.00	\$0.00
	8" MISC. FITTINGS	47	EA.	\$460.00	\$21,620.00
	12" MISC. FITTINGS	0	EA.	\$730.00	\$0.00
	16" MISC. FITTINGS	0	EA.	\$1,500.00	\$0.00
	AIR / VACUUM VALVE	3	EA.	\$6,700.00	\$20,100.00
	8" CAP WITH BLOW OFF VALVE	0	EA.	\$2,000.00	\$0.00
	2" BLOW OFF VALVE (8" LINE-LOW POINT)	0	EA.	\$2,000.00	\$0.00
	6" BLOW OFF VALVE (16" LINE-LOW POINT)	0	EA.	\$2,500.00	\$0.00
	FIRE HYDRANT WITH 6" LEAD	8	EA.	\$5,000.00	\$40,000.00
	IRRIGATION SERVICE W/ METER(2")	0	EA.	\$2,500.00	\$0.00
	DOMESTIC WATER SERVICE W/ METER	129	EA.	\$1,400.00	\$180,600.00
	20" STEEL CASING	0	L.F.	\$2,000.00	\$0.00
	CONNECTION TO EXISTING MAIN	6	EA.	\$1,000.00	\$6,000.00
					\$484,519.00



CONTINGENCIES 20% OF CONSTRUCTION COSTS = \$191,849.20

Total Filing 10 Water/Sewer= **\$1,151,095.20**



CVL Consultants of Colorado, Inc.
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**ENGINEERS PUBLIC IMPROVEMENT COST ESTIMATE
 TRAILS AT CROWFOOT FILING 10
 3/13/2018**

ROADWAY

No.	Description	Quantity	Unit	Cost/Unit	Total Cost
	6" VERTICAL CURB & GUTTER (2' PAN)	0	L.F.	\$22.00	\$0.00
	6" VERTICAL CURB & GUTTER (1' PAN)	0	L.F.	\$22.00	\$0.00
	4" MOUNTABLE CURB & GUTTER	11,468	L.F.	\$24.00	\$275,232.00
	HOT MIX ASPHALT PAVEMENT (5" DEPTH)	18,161	S.Y.	\$23.50	\$426,786.11
	CONCRETE PAVEMENT	0	S.Y.	\$90.00	\$0.00
	AGGRIGATE BASE COURSE	4,885	C.Y.	\$40.50	\$197,854.00
	SUBGRADE STABILIZATION	4,885	S.Y.	\$2.10	\$10,259.10
	ROADWAY SUBGRADE PREP (EXTEND 2' OUTSIDE CURB)	4,885	S.Y.	\$1.25	\$6,106.60
	5' DETACHED CONCRETE SIDEWALK	11,468	L.F.	\$27.00	\$309,636.00
	SIDEWALK SUBGRADE PREP (MIN 1' OUTSIDE LIMITS)	8,920	S.Y.	\$1.25	\$11,149.44
	CORNER CURB RAMP (INCLUDES SUBGRADE PREP)	18	EA.	\$2,200.00	\$39,600.00
	MIDBLOCK CURB RAMP (INCLUDES SUBGRADE PREP)	7	EA.	\$2,200.00	\$15,400.00
	CROSS PAN (INCLUDES SUBGRADE PREP)	350	S.Y.	\$103.50	\$36,225.00
	TRENCH DRAIN	0	L.F.	\$19.00	\$0.00
	MEDIAN COVER	0	S.Y.	\$90.00	\$0.00
	ADJUST MANHOLE	34	EA.	\$760.00	\$25,840.00
	ADJUST WATER VALVE	25	EA.	\$425.00	\$10,625.00
Total Cost					\$1,364,713.26

STRIPING

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	LONG LINE EPOXY PVMT. MARKING	0	GAL	\$105.00	\$0.00
	CROSSWALK BAR	0	S.F.	\$8.00	\$0.00
	STOP BAR	0	S.F.	\$0.93	\$0.00
	ARROW	0	EA.	\$120.00	\$0.00
Total Cost					\$0.00

SIGNAGE (INCLUDE POST AND ANCHOR)

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	STREET NAME SIGN WITH STOP SIGN	14	EA.	\$530.00	\$7,420.00
	GROUND SIGN	0	EA.	\$280.00	\$0.00
	TYPE III BARRICADE	0	EA.	\$2,500.00	\$0.00
	SPECIAL SIGN (SPEED LIMIT, DEAD END, MISC SIGNS)	8	EA.	\$280.00	\$2,240.00
Total Cost					\$9,660.00

DRAINAGE AND STORMWATER IMPROVMENTS

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	18" RCP	578	L.F.	\$64.00	\$36,992.00
	24" RCP	75	L.F.	\$83.00	\$6,225.00
	30" RCP	0	L.F.	\$100.00	\$0.00
	36" RCP	0	L.F.	\$136.00	\$0.00
	48" RCP	0	L.F.	\$200.00	\$0.00
	30" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$2,400.00	\$0.00
	36" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$3,000.00	\$0.00
	48" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$3,400.00	\$0.00
	4' MANHOLE	6	EA.	\$2,500.00	\$15,000.00
	5' MANHOLE	0	EA.	\$3,070.00	\$0.00
	6' MANHOLE	0	EA.	\$4,380.00	\$0.00
	5' TYPE R INLET	0	EA.	\$9,000.00	\$0.00
	10' TYPE R INLET	4	EA.	\$10,700.00	\$42,800.00
	15' TYPE R INLET	6	EA.	\$11,000.00	\$66,000.00
Total Cost					\$167,017.00

PUBLIC IMPROVMENTS (TOWN) SUBTOTAL \$1,541,390.26

CONSTRUCTION CONTINGENCY (10%) \$154,139.03
 MOBILIZATION (5%) \$77,069.51
 SURVEYING (3%) \$46,241.71
 CONSTRUCTION MANAGEMENT & TESTING (12%) \$184,966.83

PUBLIC IMPROVEMENT TOTAL \$2,003,807.33

SECURITY AT 110% = \$2,204,188.07

Trails at Crowfoot Filing 10-Preliminary Landscape Cost Estimate-Open Space Tracts

PCS Group

Opinion of Probable Cost

Date: 04.26.18

Filing 10-Open Space Tract Landscape				
<u>Improvement</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
Deciduous Trees (2.5" cal)	8	EA	\$ 560.00	\$ 4,480.00
Evergreen Trees (8' ht)	9	EA	\$ 690.00	\$ 6,210.00
Ornamental Trees (2" cal)	4	EA	\$ 480.00	\$ 1,920.00
Deciduous Shrubs (5 gal)	116	EA	\$ 50.00	\$ 5,800.00
Evergreen Shrubs (5 gal)	28	EA	\$ 50.00	\$ 1,400.00
Ornamental Grasses (1 gal)	19	EA	\$ 25.00	\$ 475.00
Perennials (1 gal)	20	EA	\$ 15.00	\$ 300.00
Native Seed Open Space (w/prep)	6,661	SF	\$ 0.75	\$ 4,995.75
Blugrass Sod (w/prep)	11,009	SF	\$ 1.00	\$ 11,009.00
2" Diam. Cobble Rock mulch (3" depth)	6,915	SF	\$ 1.25	\$ 8,643.75
Pea Gravel	2,344	SF	\$ 1.15	\$ 2,695.60
Steel Edger	490	LF	\$ 3.00	\$ 1,470.00
Concrete Edger	101	LF	\$ 19.00	\$ 1,919.00
Specimen Landscape Boulders	6	EA	\$ 800.00	\$ 4,800.00
Concrete Walk (4" depth)	2,674	SF	\$ 7.00	\$ 18,718.00
Pet Station	1	EA	\$ 600.00	\$ 600.00
Trash Receptacle	1	EA	\$ 1,200.00	\$ 1,200.00
Picnic Shelter 16'x16'	1	EA	\$ 36,500.00	\$ 36,500.00
Picnic Tables	1	EA	\$ 1,800.00	\$ 1,800.00
Bench	1	EA	\$ 1,500.00	\$ 1,500.00
Mailbox Kiosk (16 door)	8	EA	\$ 1,400.00	\$ 11,200.00
Irrigation (Spray for native and turf areas)	17,670	SF	\$ 0.90	\$ 15,903.00
Irrigation (Drip emitters for shrub beds)	1	LS	\$ 8,000.00	\$ 8,000.00
			Sub-Total	\$ 151,539.10
			15% Contingency	\$ 22,730.87
			Total	\$ 174,269.97
			SIA Total	\$ 191,696.96

*Temporary native seed for disturbed areas and detention areas are included in the Earthwork budget by civil engineer.

Disclaimer

COST ESTIMATE

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Trails at Crowfoot Filing 10-Preliminary Landscape Cost Estimate-Streetscape

PCS Group

Opinion of Probable Cost

Date: 04.26.18

Filing 10-Streetscape Landscape				
<u>Improvement</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
Deciduous Trees (2.5" cal)	161	EA	\$ 560.00	\$ 90,160.00
EnviroTurf (w/prep)	73,962	SF	\$ 1.00	\$ 73,962.00
Irrigation (Spray for native and turf areas)	73,962	SF	\$ 0.90	\$ 66,565.80
			Sub-Total	\$ 230,687.80
			15% Contingency	\$ 34,603.17
			Total	\$ 265,290.97
			110% SIA Total	\$ 291,820.07

*Temporary native seed for disturbed areas and detention areas are included in the Earthwork budget by civil engineer.

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STREETSCAPE COST ESTIMATE

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CVL Consultants of Colorado, Inc.
 10333 E. Dry Creek Rd
 Suite 240
 Englewood, Colorado 80112
 720.482.9526 Fax 720.482.9546

TRAILS AT CROWFOOT FILING 11 ENGINEER'S ESTIMATE OF ANTICIPATED COSTS

PROJECT:	ACREAGE:	14.329
TRAILS AT CROWFOOT FILING 11	LOTS:	59
CLIENT:	JOB NUMBER:	283701
E5X MANAGEMENT	PHASE:	FILING 11
ESTIMATE PREPARED BY:	DATE:	3/13/2018
CVL CONSULTANTS OF COLORADO, INC.		

SANITARY SEWER

ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
	8" SEWER (PVC)	2,507	L.F.	\$48.00	\$120,336.00
	12" SEWER (PVC)	0	L.F.	\$54.00	\$0.00
	18" SEWER (PVC)	0	L.F.	\$67.00	\$0.00
	4' DIA. MANHOLE	21	EA.	\$2,850.00	\$59,850.00
	5' DIA. MANHOLE	0	EA.	\$2,850.00	\$0.00
	STANDARD CLEANOUT	0	EA.	\$300.00	\$0.00
	DROP MANHOLE	0	EA.	\$5,000.00	\$0.00
	INTERMEDIATE PLATFORM	0	EA.	\$700.00	\$0.00
	4" SEWER SERVICE	59	EA.	\$1,615.00	\$95,285.00
	20" STEEL CASING	0	L.F.	\$2,000.00	\$0.00
	CONNECTION TO EXISTING MAIN	2	EA.	\$1,900.00	\$3,800.00
					\$279,271.00

WATERLINE

ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
	6" WATERPIPE (DIP)	84	L.F.	\$20.00	\$1,680.00
	8" WATERPIPE (PVC)	3,027	L.F.	\$39.00	\$118,053.00
	12" WATERPIPE (PVC)	0	L.F.	\$57.00	\$0.00
	16" WATERPIPE (DIP)	0	L.F.	\$77.60	\$0.00
	6" GATE VALVE	5	EA.	\$1,000.00	\$5,000.00
	8" GATE VALVE	13	EA.	\$1,750.00	\$22,750.00
	12" GATE VALVE	0	EA.	\$3,000.00	\$0.00
	16" BUTTERFLY VALVE	0	EA.	\$18,000.00	\$0.00
	8" MISC. FITTINGS	25	EA.	\$460.00	\$11,500.00
	12" MISC. FITTINGS	0	EA.	\$730.00	\$0.00
	16" MISC. FITTINGS	0	EA.	\$1,500.00	\$0.00
	AIR / VACUUM VALVE	0	EA.	\$6,700.00	\$0.00
	8" CAP WITH BLOW OFF VALVE	3	EA.	\$2,000.00	\$6,000.00
	2" BLOW OFF VALVE (8" LINE-LOW POINT)	0	EA.	\$2,000.00	\$0.00
	6" BLOW OFF VALVE (16" LINE-LOW POINT)	0	EA.	\$2,500.00	\$0.00
	FIRE HYDRANT WITH 6" LEAD	5	EA.	\$5,000.00	\$25,000.00
	IRRIGATION SERVICE W/ METER(2")	0	EA.	\$2,500.00	\$0.00
	DOMESTIC WATER SERVICE W/ METER	59	EA.	\$1,400.00	\$82,600.00
	20" STEEL CASING	0	L.F.	\$2,000.00	\$0.00
	CONNECTION TO EXISTING MAIN	3	EA.	\$1,000.00	\$3,000.00
					\$275,583.00



CONTINGENCIES 20% OF CONSTRUCTION COSTS = **\$110,970.80**

Total Filing 11 Water/Sewer= **\$665,824.80**



CVL Consultants of Colorado, Inc.
 10333 E. Dry Creek Rd
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 720.482.9526 Fax 720.482.9546

**ENGINEERS PUBLIC IMPROVEMENT COST ESTIMATE
 TRAILS AT CROWFOOT FILING 11
 3/13/2018**

ROADWAY

No.	Description	Quantity	Unit	Cost/Unit	Total Cost
	6" VERTICAL CURB & GUTTER (2' PAN)	0	L.F.	\$22.00	\$0.00
	6" VERTICAL CURB & GUTTER (1' PAN)	0	L.F.	\$22.00	\$0.00
	4" MOUNTABLE CURB & GUTTER	5,924	L.F.	\$24.00	\$142,176.00
	HOT MIX ASPHALT PAVEMENT (5" DEPTH)	9,462	S.Y.	\$23.50	\$222,362.22
	CONCRETE PAVEMENT	0	S.Y.	\$90.00	\$0.00
	AGGREGATE BASE COURSE	2,542	C.Y.	\$40.50	\$102,932.00
	SUBGRADE STABILIZATION	2,542	S.Y.	\$2.10	\$5,337.21
	ROADWAY SUBGRADE PREP (EXTEND 2' OUTSIDE CURB)	2,542	S.Y.	\$1.25	\$3,176.91
	5' DETACHED CONCRETE SIDEWALK	5,924	L.F.	\$27.00	\$159,948.00
	SIDEWALK SUBGRADE PREP (MIN 1' OUTSIDE LIMITS)	4,608	S.Y.	\$1.25	\$5,759.44
	CORNER CURB RAMP (INCLUDES SUBGRADE PREP)	10	EA.	\$2,200.00	\$22,000.00
	MIDBLOCK CURB RAMP (INCLUDES SUBGRADE PREP)	3	EA.	\$2,200.00	\$6,600.00
	CROSS PAN (INCLUDES SUBGRADE PREP)	50	S.Y.	\$103.50	\$5,175.00
	TRENCH DRAIN	0	L.F.	\$19.00	\$0.00
	MEDIAN COVER	0	S.Y.	\$90.00	\$0.00
	ADJUST MANHOLE	21	EA.	\$760.00	\$15,960.00
	ADJUST WATER VALVE	18	EA.	\$425.00	\$7,650.00
Total Cost					\$699,076.80

STRIPING

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	LONG LINE EPOXY PVMT. MARKING	0	GAL	\$105.00	\$0.00
	CROSSWALK BAR	0	S.F.	\$8.00	\$0.00
	STOP BAR	0	S.F.	\$0.93	\$0.00
	ARROW	0	EA.	\$120.00	\$0.00
Total Cost					\$0.00

SIGNAGE (INCLUDE POST AND ANCHOR)

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	STREET NAME SIGN WITH STOP SIGN	5	EA.	\$530.00	\$2,650.00
	GROUND SIGN	0	EA.	\$280.00	\$0.00
	TYPE III BARRICADE	2	EA.	\$2,500.00	\$5,000.00
	SPECIAL SIGN (SPEED LIMIT, DEAD END, MISC SIGNS)	0	EA.	\$280.00	\$0.00
Total Cost					\$7,650.00

DRAINAGE AND STORMWATER IMPROVMENTS

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	18" RCP	0	L.F.	\$64.00	\$0.00
	24" RCP	0	L.F.	\$83.00	\$0.00
	30" RCP	0	L.F.	\$100.00	\$0.00
	36" RCP	0	L.F.	\$136.00	\$0.00
	48" RCP	0	L.F.	\$200.00	\$0.00
	30" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$2,400.00	\$0.00
	36" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$3,000.00	\$0.00
	48" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$3,400.00	\$0.00
	4' MANHOLE	0	EA.	\$2,500.00	\$0.00
	5' MANHOLE	0	EA.	\$3,070.00	\$0.00
	6' MANHOLE	0	EA.	\$4,380.00	\$0.00
	5' TYPE R INLET	0	EA.	\$9,000.00	\$0.00
	10' TYPE R INLET	1	EA.	\$10,700.00	\$10,700.00
	15' TYPE R INLET	4	EA.	\$11,000.00	\$44,000.00
Total Cost					\$54,700.00

PUBLIC IMPROVMENTS (TOWN) SUBTOTAL \$761,426.80

CONSTRUCTION CONTINGENCY (10%) \$76,142.68
 MOBILIZATION (5%) \$38,071.34
 SURVEYING (3%) \$22,842.80
 CONSTRUCTION MANAGEMENT & TESTING (12%) \$91,371.22

PUBLIC IMPROVEMENT TOTAL \$989,854.83

SECURITY AT 110% = \$1,088,840.32

Trails at Crowfoot Filing 11-Preliminary Landscape Cost Estimate-Open Space Tracts

PCS Group

Opinion of Probable Cost

Date: 04.26.18

Filing 11-Open Space Tracts Landscaping				
<u>Improvement</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
Deciduous Trees (2.5" cal)	3	EA	\$ 560.00	\$ 1,680.00
Deciduous Shrubs (5 gal.)	18	EA	\$ 50.00	\$ 900.00
Native Seed Open Space (w/prep)	5,508	SF	\$ 0.75	\$ 4,131.00
2" Diam. Cobble Rock mulch (3" depth)	696	SF	\$ 1.25	\$ 870.00
Irrigation (Spray for native and turf areas)	5,508	SF	\$ 0.90	\$ 4,957.20
Irrigation (Drip emitters for shrub beds)	1	LS	\$ 1,000.00	\$ 1,000.00
			Sub Total	\$ 13,538.20
			15% Contingency	\$ 2,030.73
			Total	\$ 15,568.93
			110% SIA Total	\$ 17,125.82

*Temporary native seed for disturbed areas and detention areas are included in the Earthwork budget by civil engineer.

Disclaimer

COST ESTIMATE

This opinion of probable landscape construction cost is made on the basis of the Planner / Landscape Architect's experience and qualifications and represents the best judgment as an experienced and qualified professional generally familiar with the industry. However, since the Planner / Landscape Architect does not have control over the cost of labor, materials, equipment, services furnished by others, the Contractors' methods of determining prices, competitive bidding or market conditions; the Planner / Landscape Architect cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from this estimate of probably landscape construction costs. If the OWNER wishes greater assurance as to probable construction costs, the OWNER shall employ an independent cost estimator or contractor. Prior to probationary acceptance of the Public Improvements for the Property, the Developer shall install all plant material and related irrigation facilities within all tracts as described in the landscape plans approved by the Town for the Property (the "Landscape Improvements"), subject to the warranty provisions of this Agreement. If installation of the Landscape Improvements cannot be reasonably accomplished prior to probationary acceptance of the Public Improvements for the Property, the Developer shall post a letter of credit amounting to one hundred ten percent (110%) (the "Landscape Security") of the materials cost as described and will complete the Landscape Improvements according to the landscape plans prior to final acceptance of the Public Improvements by the Town. The Town may reduce the Landscape Security, in the exercise of its sole discretion, as the Landscape Improvements are completed on a tract-by-tract basis and accepted by the Town for probationary acceptance, subject to the warranty provisions of this Agreement and Section 13.07.150(c) of the Town's Land Development Ordinance for the Landscape Improvements.

Trails at Crowfoot Filing 11-Preliminary Landscape Cost Estimate-Streetscape

PCS Group

Opinion of Probable Cost

Date: 04.26.18

Filing 11-Streetscape Landscaping				
<u>Improvement</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
Deciduous Trees (2.5" cal)	97	EA	\$ 560.00	\$ 54,320.00
EnviroTurf (w/prep)	42,173	SF	\$ 1.00	\$ 42,173.00
Irrigation (Spray for native and turf areas)	42,173	SF	\$ 0.90	\$ 37,955.70
Mailbox Kiosk (16 door)	4	EA	\$ 1,400.00	\$ 5,600.00
			Sub Total	\$ 140,048.70
			15% Contingency	\$ 21,007.31
			Total	\$ 161,056.01
			110% SIA Total	\$ 177,161.61

*Temporary native seed for disturbed areas and detention areas are included in the Earthwork budget by civil engineer.

Disclaimer

COST ESTIMATE

This opinion of probable landscape construction cost is made on the basis of the Planner / Landscape Architect's experience and qualifications and represents the best judgment as an experienced and qualified professional generally familiar with the industry. However, since the Planner / Landscape Architect does not have control over the cost of labor, materials, equipment, services furnished by others, the Contractors' methods of determining prices, competitive bidding or market conditions; the Planner / Landscape Architect cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from this estimate of probably landscape construction costs. If the OWNER wishes greater assurance as to probable construction costs, the OWNER shall employ an independent cost estimator or contractor. Prior to probationary acceptance of the Public Improvements for the Property, the Developer shall install all plant material and related irrigation facilities within all tracts as described in the landscape plans approved by the Town for the Property (the "Landscape Improvements"), subject to the warranty provisions of this Agreement. If installation of the Landscape Improvements cannot be reasonably accomplished prior to probationary acceptance of the Public Improvements for the Property, the Developer shall post a letter of credit amounting to one hundred ten percent (110%) (the "Landscape Security") of the materials cost as described and will complete the Landscape Improvements according to the landscape plans prior to final acceptance of the Public Improvements by the Town. The Town may reduce the Landscape Security, in the exercise of its sole discretion, as the Landscape Improvements are completed on a tract-by-tract basis and accepted by the Town for probationary acceptance, subject to the warranty provisions of this Agreement and Section 13.07.150(c) of the Town's Land Development Ordinance for the Landscape Improvements.



CVL Consultants of Colorado, Inc.

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TRAILS AT CROWFOOT FILING 12 ENGINEER'S ESTIMATE OF ANTICIPATED COSTS

PROJECT: TRAILS AT CROWFOOT FILING 12
CLIENT: E5X MANAGEMENT
ESTIMATE PREPARED BY: CVL CONSULTANTS OF COLORADO, INC.

ACREAGE: 8.208
LOTS: 18
JOB NUMBER: 283701
PHASE: FILING 12
DATE: 3/13/2018

SANITARY SEWER

ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
	8" SEWER (PVC)	1,266	L.F.	\$48.00	\$60,768.00
	12" SEWER (PVC)	0	L.F.	\$54.00	\$0.00
	18" SEWER (PVC)	0	L.F.	\$67.00	\$0.00
	4' DIA. MANHOLE	9	EA.	\$2,850.00	\$25,650.00
	5' DIA. MANHOLE	0	EA.	\$2,850.00	\$0.00
	STANDARD CLEANOUT	0	EA.	\$300.00	\$0.00
	DROP MANHOLE	0	EA.	\$5,000.00	\$0.00
	INTERMEDIATE PLATFORM	0	EA.	\$700.00	\$0.00
	4" SEWER SERVICE	18	EA.	\$1,615.00	\$29,070.00
	20" STEEL CASING	0	L.F.	\$2,000.00	\$0.00
	CONNECTION TO EXISTING MAIN	1	EA.	\$1,900.00	\$1,900.00
					\$117,388.00

WATERLINE

ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
	6" WATERPIPE (DIP)	40	L.F.	\$20.00	\$800.00
	8" WATERPIPE (PVC)	1,494	L.F.	\$39.00	\$58,266.00
	12" WATERPIPE (PVC)	0	L.F.	\$57.00	\$0.00
	16" WATERPIPE (DIP)	0	L.F.	\$77.60	\$0.00
	6" GATE VALVE	2	EA.	\$1,000.00	\$2,000.00
	8" GATE VALVE	2	EA.	\$1,750.00	\$3,500.00
	12" GATE VALVE	0	EA.	\$3,000.00	\$0.00
	16" BUTTERFLY VALVE	0	EA.	\$18,000.00	\$0.00
	8" MISC. FITTINGS	14	EA.	\$460.00	\$6,440.00
	12" MISC. FITTINGS	0	EA.	\$730.00	\$0.00
	16" MISC. FITTINGS	0	EA.	\$1,500.00	\$0.00
	AIR / VACUUM VALVE	0	EA.	\$6,700.00	\$0.00
	8" CAP WITH BLOW OFF VALVE	0	EA.	\$2,000.00	\$0.00
	2" BLOW OFF VALVE (8" LINE-LOW POINT)	1	EA.	\$2,000.00	\$2,000.00
	6" BLOW OFF VALVE (16" LINE-LOW POINT)	0	EA.	\$2,500.00	\$0.00
	FIRE HYDRANT WITH 6" LEAD	2	EA.	\$5,000.00	\$10,000.00
	IRRIGATION SERVICE W/ METER(2")	0	EA.	\$2,500.00	\$0.00
	DOMESTIC WATER SERVICE W/ METER	18	EA.	\$1,400.00	\$25,200.00
	20" STEEL CASING	0	L.F.	\$2,000.00	\$0.00
	CONNECTION TO EXISTING MAIN	2	EA.	\$1,000.00	\$2,000.00
					\$110,206.00

CONTINGENCIES 20% OF CONSTRUCTION COSTS = \$45,518.80

Total Filing 12 Water/Sewer= **\$273,112.80**





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**ENGINEERS PUBLIC IMPROVEMENT COST ESTIMATE
 TRAILS AT CROWFOOT FILING 12
 3/13/2018**

ROADWAY

No.	Description	Quantity	Unit	Cost/Unit	Total Cost
	6" VERTICAL CURB & GUTTER (2' PAN)	0	L.F.	\$22.00	\$0.00
	6" VERTICAL CURB & GUTTER (1' PAN)	0	L.F.	\$22.00	\$0.00
	4" MOUNTABLE CURB & GUTTER	3,160	L.F.	\$24.00	\$75,840.00
	HOT MIX ASPHALT PAVEMENT (5" DEPTH)	5,267	S.Y.	\$23.50	\$123,766.67
	CONCRETE PAVEMENT	0	S.Y.	\$90.00	\$0.00
	AGGRIGATE BASE COURSE	1,404	C.Y.	\$40.50	\$56,880.00
	SUBGRADE STABILIZATION	1,404	S.Y.	\$2.10	\$2,949.33
	ROADWAY SUBGRADE PREP (EXTEND 2' OUTSIDE CURB)	1,404	S.Y.	\$1.25	\$1,755.56
	5' DETACHED CONCRETE SIDEWALK	3,160	L.F.	\$27.00	\$85,320.00
	SIDEWALK SUBGRADE PREP (MIN 1' OUTSIDE LIMITS)	2,458	S.Y.	\$1.25	\$3,072.22
	CORNER CURB RAMP (INCLUDES SUBGRADE PREP)	0	EA.	\$2,200.00	\$0.00
	MIDBLOCK CURB RAMP (INCLUDES SUBGRADE PREP)	0	EA.	\$2,200.00	\$0.00
	CROSS PAN (INCLUDES SUBGRADE PREP)	0	S.Y.	\$103.50	\$0.00
	TRENCH DRAIN	0	L.F.	\$19.00	\$0.00
	MEDIAN COVER	0	S.Y.	\$90.00	\$0.00
	ADJUST MANHOLE	9	EA.	\$760.00	\$6,840.00
	ADJUST WATER VALVE	4	EA.	\$425.00	\$1,700.00
Total Cost					\$358,123.78

STRIPING

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	LONG LINE EPOXY PVMT. MARKING	0	GAL.	\$105.00	\$0.00
	CROSSWALK BAR	0	S.F.	\$8.00	\$0.00
	STOP BAR	0	S.F.	\$0.93	\$0.00
	ARROW	0	EA.	\$120.00	\$0.00
Total Cost					\$0.00

SIGNAGE (INCLUDE POST AND ANCHOR)

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	STREET NAME SIGN WITH STOP SIGN	2	EA.	\$530.00	\$1,060.00
	STREET NAME SIGN	1	EA.	\$325.00	\$325.00
	GROUND SIGN	0	EA.	\$280.00	\$0.00
	TYPE III BARRICADE	2	EA.	\$2,500.00	\$5,000.00
	SPECIAL SIGN (SPEED LIMIT, DEAD END, MISC SIGNS)	0	EA.	\$280.00	\$0.00
Total Cost					\$6,385.00

DRAINAGE AND STORMWATER IMPROVMENTS

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	18" RCP	0	L.F.	\$64.00	\$0.00
	24" RCP	0	L.F.	\$83.00	\$0.00
	30" RCP	0	L.F.	\$100.00	\$0.00
	36" RCP	0	L.F.	\$136.00	\$0.00
	48" RCP	0	L.F.	\$200.00	\$0.00
	30" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$2,400.00	\$0.00
	36" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$3,000.00	\$0.00
	48" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$3,400.00	\$0.00
	4' MANHOLE	0	EA.	\$2,500.00	\$0.00
	5' MANHOLE	0	EA.	\$3,070.00	\$0.00
	6' MANHOLE	0	EA.	\$4,380.00	\$0.00
	5' TYPE R INLET	0	EA.	\$9,000.00	\$0.00
	10' TYPE R INLET	0	EA.	\$10,700.00	\$0.00
	15' TYPE R INLET	0	EA.	\$11,000.00	\$0.00
Total Cost					\$0.00

PUBLIC IMPROVMENTS (TOWN) SUBTOTAL \$364,508.78

CONSTRUCTION CONTINGENCY (10%) \$36,450.88
 MOBILIZATION (5%) \$18,225.44
 SURVEYING (3%) \$10,935.26
 CONSTRUCTION MANAGEMENT & TESTING (12%) \$43,741.05

PUBLIC IMPROVEMENT TOTAL \$473,861.41

SECURITY AT 110% = \$521,247.55

Trails at Crowfoot Filing 12-Preliminary Landscape Cost Estimate-Streetscape

PCS Group

Opinion of Probable Cost

Date: 4.26.18

Filing 12-Streetscape Landscaping

<u>Improvement</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
Deciduous Trees (2.5" cal)	51	EA	\$ 560.00	\$ 28,560.00
EnviroTurf (w/prep)	19,678	SF	\$ 1.00	\$ 19,678.00
2" Diam. Cobble Rock mulch (3" depth)	460	SF	\$ 1.25	\$ 575.00
Irrigation (<i>Spray for native and turf areas</i>)	19,678	SF	\$ 0.90	\$ 17,710.20
Mailbox Kiosk (16 door)	2	EA	\$ 1,400.00	\$ 2,800.00
Sub Total				\$ 69,323.20
15% Contingency				\$ 10,398.48
Total				\$ 79,721.68
110% SIA Total				\$ 87,693.85

*Temporary native seed for disturbed areas and detention areas are included in the Earthwork budget by civil engineer.

Disclaimer

COST ESTIMATE

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CVL Consultants of Colorado, Inc.

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TRAILS AT CROWFOOT FILING 13 ENGINEER'S ESTIMATE OF ANTICIPATED COSTS

PROJECT: TRAILS AT CROWFOOT FILING 13
CLIENT: E5X MANAGEMENT
ESTIMATE PREPARED BY: CVL CONSULTANTS OF COLORADO, INC.

ACREAGE: 10.062
LOTS: 51
JOB NUMBER: 283701
PHASE: FILING 13
DATE: 3/13/2018

SANITARY SEWER

ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
	8" SEWER (PVC)	1,701	L.F.	\$48.00	\$81,648.00
	12" SEWER (PVC)	0	L.F.	\$54.00	\$0.00
	18" SEWER (PVC)	0	L.F.	\$67.00	\$0.00
	4' DIA. MANHOLE	11	EA.	\$2,850.00	\$31,350.00
	5' DIA. MANHOLE	0	EA.	\$2,850.00	\$0.00
	STANDARD CLEANOUT	0	EA.	\$300.00	\$0.00
	DROP MANHOLE	0	EA.	\$5,000.00	\$0.00
	INTERMEDIATE PLATFORM	0	EA.	\$700.00	\$0.00
	4" SEWER SERVICE	51	EA.	\$1,615.00	\$82,365.00
	20" STEEL CASING	0	L.F.	\$2,000.00	\$0.00
	CONNECTION TO EXISTING MAIN	1	EA.	\$1,900.00	\$1,900.00
					\$197,263.00

WATERLINE

ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
	6" WATERPIPE (DIP)	28	L.F.	\$20.00	\$560.00
	8" WATERPIPE (PVC)	1,719	L.F.	\$39.00	\$67,041.00
	12" WATERPIPE (PVC)	0	L.F.	\$57.00	\$0.00
	16" WATERPIPE (DIP)	0	L.F.	\$77.60	\$0.00
	6" GATE VALVE	2	EA.	\$1,000.00	\$2,000.00
	8" GATE VALVE	6	EA.	\$1,750.00	\$10,500.00
	12" GATE VALVE	0	EA.	\$3,000.00	\$0.00
	16" BUTTERFLY VALVE	0	EA.	\$18,000.00	\$0.00
	8" MISC. FITTINGS	14	EA.	\$460.00	\$6,440.00
	12" MISC. FITTINGS	0	EA.	\$730.00	\$0.00
	16" MISC. FITTINGS	0	EA.	\$1,500.00	\$0.00
	AIR / VACUUM VALVE	0	EA.	\$6,700.00	\$0.00
	8" CAP WITH BLOW OFF VALVE	1	EA.	\$2,000.00	\$2,000.00
	2" BLOW OFF VALVE (8" LINE-LOW POINT)	1	EA.	\$2,000.00	\$2,000.00
	6" BLOW OFF VALVE (16" LINE-LOW POINT)	0	EA.	\$2,500.00	\$0.00
	FIRE HYDRANT WITH 6" LEAD	2	EA.	\$5,000.00	\$10,000.00
	IRRIGATION SERVICE W/ METER(2")	0	EA.	\$2,500.00	\$0.00
	DOMESTIC WATER SERVICE W/ METER	51	EA.	\$1,400.00	\$71,400.00
	20" STEEL CASING	0	L.F.	\$2,000.00	\$0.00
	CONNECTION TO EXISTING MAIN	3	EA.	\$1,000.00	\$3,000.00
					\$174,941.00

CONTINGENCIES 20% OF CONSTRUCTION COSTS = \$74,440.80

Total Filing 13 Water/Sewer= **\$446,644.80**





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 Englewood, Colorado 80112
 720.482.9526 Fax 720.482.9546

**ENGINEERS PUBLIC IMPROVEMENT COST ESTIMATE
 TRAILS AT CROWFOOT FILING 13
 3/13/2018**

ROADWAY

No.	Description	Quantity	Unit	Cost/Unit	Total Cost
	6" VERTICAL CURB & GUTTER (2' PAN)	0	L.F.	\$22.00	\$0.00
	6" VERTICAL CURB & GUTTER (1' PAN)	0	L.F.	\$22.00	\$0.00
	4" MOUNTABLE CURB & GUTTER	3,500	L.F.	\$24.00	\$84,000.00
	HOT MIX ASPHALT PAVEMENT (5" DEPTH)	5,833	S.Y.	\$23.50	\$137,083.33
	CONCRETE PAVEMENT	0	S.Y.	\$90.00	\$0.00
	AGGRIGATE BASE COURSE	1,556	C.Y.	\$40.50	\$63,000.00
	SUBGRADE STABILIZATION	1,556	S.Y.	\$2.10	\$3,266.67
	ROADWAY SUBGRADE PREP (EXTEND 2' OUTSIDE CURB)	1,556	S.Y.	\$1.25	\$1,944.44
	5' DETACHED CONCRETE SIDEWALK	3,500	L.F.	\$27.00	\$94,500.00
	SIDEWALK SUBGRADE PREP (MIN 1' OUTSIDE LIMITS)	2,722	S.Y.	\$1.25	\$3,402.78
	CORNER CURB RAMP (INCLUDES SUBGRADE PREP)	4	EA.	\$2,200.00	\$8,800.00
	MIDBLOCK CURB RAMP (INCLUDES SUBGRADE PREP)	4	EA.	\$2,200.00	\$8,800.00
	CROSS PAN (INCLUDES SUBGRADE PREP)	100	S.Y.	\$103.50	\$10,350.00
	TRENCH DRAIN	0	L.F.	\$19.00	\$0.00
	MEDIAN COVER	0	S.Y.	\$90.00	\$0.00
	ADJUST MANHOLE	13	EA.	\$760.00	\$9,880.00
	ADJUST WATER VALVE	8	EA.	\$425.00	\$3,400.00
Total Cost					\$428,427.22

STRIPING

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	LONG LINE EPOXY PVMT. MARKING	0	GAL	\$105.00	\$0.00
	CROSSWALK BAR	0	S.F.	\$8.00	\$0.00
	STOP BAR	0	S.F.	\$0.93	\$0.00
	ARROW	0	EA.	\$120.00	\$0.00
Total Cost					\$0.00

SIGNAGE (INCLUDE POST AND ANCHOR)

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	STREET NAME SIGN WITH STOP SIGN	5	EA.	\$530.00	\$2,650.00
	GROUND SIGN	0	EA.	\$280.00	\$0.00
	TYPE III BARRICADE	0	EA.	\$2,500.00	\$0.00
	SPECIAL SIGN (SPEED LIMIT, DEAD END, MISC SIGNS)	1	EA.	\$280.00	\$280.00
Total Cost					\$2,930.00

DRAINAGE AND STORMWATER IMPROVMENTS

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	18" RCP	193	L.F.	\$64.00	\$12,352.00
	24" RCP	0	L.F.	\$83.00	\$0.00
	30" RCP	0	L.F.	\$100.00	\$0.00
	36" RCP	0	L.F.	\$136.00	\$0.00
	48" RCP	0	L.F.	\$200.00	\$0.00
	30" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$2,400.00	\$0.00
	36" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$3,000.00	\$0.00
	48" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$3,400.00	\$0.00
	4' MANHOLE	2	EA.	\$2,500.00	\$5,000.00
	5' MANHOLE	0	EA.	\$3,070.00	\$0.00
	6' MANHOLE	0	EA.	\$4,380.00	\$0.00
	5' TYPE R INLET	0	EA.	\$9,000.00	\$0.00
	10' TYPE R INLET	2	EA.	\$10,700.00	\$21,400.00
	15' TYPE R INLET	0	EA.	\$11,000.00	\$0.00
Total Cost					\$38,752.00

PUBLIC IMPROVMENTS (TOWN) SUBTOTAL \$470,109.22

CONSTRUCTION CONTINGENCY (10%) \$47,010.92
 MOBILIZATION (5%) \$23,505.46
 SURVEYING (3%) \$14,103.28
 CONSTRUCTION MANAGEMENT & TESTING (12%) \$56,413.11

PUBLIC IMPROVEMENT TOTAL \$611,141.99

SECURITY AT 110% = \$672,256.19

Trails at Crowfoot Filing 13-Preliminary Landscape Cost Estimate-Streetscape

PCS Group

Opinion of Probable Cost

Date: 4.26.18

Filing 13-Streetscape Landscaping				
<u>Improvement</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
Deciduous Trees (2.5" cal)	55	EA	\$ 560.00	\$ 30,800.00
EnviroTurf (w/prep)	26,324	SF	\$ 1.00	\$ 26,324.00
Irrigation (Spray for native and turf areas)	26,324	SF	\$ 0.90	\$ 23,691.60
Mailbox Kiosk (16 door)	3	EA	\$ 1,400.00	\$ 4,200.00
			Sub-Total	\$ 85,015.60
			15% Contingency	\$ 12,752.34
			Total	\$ 97,767.94
			110% SIA Total	\$ 107,544.73

*Temporary native seed for disturbed areas and detention areas are included in the Earthwork budget by civil engineer.

Disclaimer

COST ESTIMATE

This opinion of probable landscape construction cost is made on the basis of the Planner / Landscape Architect's experience and qualifications and represents the best judgment as an experienced and qualified professional generally familiar with the industry. However, since the Planner / Landscape Architect does not have control over the cost of labor, materials, equipment, services furnished by others, the Contractors' methods of determining prices, competitive bidding or market conditions; the Planner / Landscape Architect cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from this estimate of probable landscape construction costs. If the OWNER wishes greater assurance as to probable construction costs, the OWNER shall employ an independent cost estimator or contractor. Prior to probationary acceptance of the Public Improvements for the Property, the Developer shall install all plant material and related irrigation facilities within all tracts as described in the landscape plans approved by the Town for the Property (the "Landscape Improvements"), subject to the warranty provisions of this Agreement. If installation of the Landscape Improvements cannot be reasonably accomplished prior to probationary acceptance of the Public Improvements for the Property, the Developer shall post a letter of credit amounting to one hundred ten percent (110%) (the "Landscape Security") of the materials cost as described and will complete the Landscape Improvements according to the landscape plans prior to final acceptance of the Public Improvements by the Town. The Town may reduce the Landscape Security, in the exercise of its sole discretion, as the Landscape Improvements are completed on a tract-by-tract basis and accepted by the Town for probationary acceptance, subject to the warranty provisions of this Agreement and Section 13.07.150(c) of the Town's Land Development Ordinance for the Landscape Improvements.



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TRAILS AT CROWFOOT FILING 14 ENGINEER'S ESTIMATE OF ANTICIPATED COSTS

PROJECT:
TRAILS AT CROWFOOT FILING 14
CLIENT:
HR 935, LLC
ESTIMATE PREPARED BY:
CVL CONSULTANTS OF COLORADO, INC.

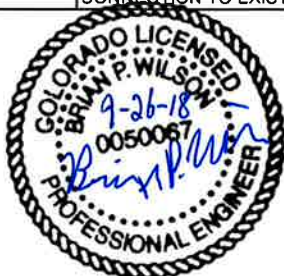
ACREAGE: 9.06
LOTS: 50
JOB NUMBER: 283701
PHASE: FILING 14
DATE: 9/21/2018

SANITARY SEWER

ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
	8" SEWER (PVC)	1,568	L.F.	\$48.00	\$75,264.00
	12" SEWER (PVC)	0	L.F.	\$54.00	\$0.00
	18" SEWER (PVC)	0	L.F.	\$67.00	\$0.00
	4' DIA. MANHOLE	12	EA.	\$2,850.00	\$34,200.00
	5' DIA. MANHOLE	0	EA.	\$2,850.00	\$0.00
	STANDARD CLEANOUT	0	EA.	\$300.00	\$0.00
	DROP MANHOLE	0	EA.	\$5,000.00	\$0.00
	INTERMEDIATE PLATFORM	0	EA.	\$700.00	\$0.00
	4" SEWER SERVICE	36	EA.	\$1,615.00	\$58,140.00
	20" STEEL CASING	0	L.F.	\$2,000.00	\$0.00
	CONNECTION TO EXISTING MAIN	1	EA.	\$1,900.00	\$1,900.00
					\$169,504.00

WATERLINE

ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
	6" WATERPIPE (DIP)	118	L.F.	\$20.00	\$2,360.00
	8" WATERPIPE (PVC)	2,030	L.F.	\$39.00	\$79,170.00
	12" WATERPIPE (PVC)	0	L.F.	\$57.00	\$0.00
	16" WATERPIPE (DIP)	0	L.F.	\$77.60	\$0.00
	6" GATE VALVE	6	EA.	\$1,000.00	\$6,000.00
	8" GATE VALVE	10	EA.	\$1,750.00	\$17,500.00
	12" GATE VALVE	0	EA.	\$3,000.00	\$0.00
	16" BUTTERFLY VALVE	0	EA.	\$18,000.00	\$0.00
	8" MISC. FITTINGS	12	EA.	\$460.00	\$5,520.00
	12" MISC. FITTINGS	0	EA.	\$730.00	\$0.00
	16" MISC. FITTINGS	0	EA.	\$1,500.00	\$0.00
	AIR / VACUUM VALVE	2	EA.	\$6,700.00	\$13,400.00
	8" CAP WITH BLOW OFF	4	EA.	\$2,000.00	\$8,000.00
	2" BLOW OFF VALVE (8" LINE-LOW POINT)	0	EA.	\$2,000.00	\$0.00
	6" BLOW OFF VALVE (16" LINE-LOW POINT)	0	EA.	\$2,500.00	\$0.00
	FIRE HYDRANT WITH 6" LEAD	6	EA.	\$5,000.00	\$30,000.00
	DEEP BURY FIRE HYDRANT WITH 6" LEAD	0	EA.	\$5,500.00	\$0.00
	IRRIGATION SERVICE W/ METER(2")	1	EA.	\$2,500.00	\$2,500.00
	DOMESTIC WATER SERVICE W/ METER	50	EA.	\$1,400.00	\$70,000.00
	20" STEEL CASING	0	L.F.	\$2,000.00	\$0.00
	CONNECTION TO EXISTING MAIN	2	EA.	\$1,000.00	\$2,000.00
					\$236,450.00



CONTINGENCIES 20% OF CONSTRUCTION COSTS = **\$81,190.80**

Total Filing 14 Water/Sewer= **\$487,144.80**



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**ENGINEERS PUBLIC IMPROVEMENT COST ESTIMATE
 TRAILS AT CROWFOOT FILING 14
 9/14/2018**

ROADWAY

No.	Description	Quantity	Unit	Cost/Unit	Total Cost
	6" VERTICAL CURB & GUTTER (2' PAN)	0	L.F.	\$22.00	\$0.00
	6" VERTICAL CURB & GUTTER (1' PAN)	0	L.F.	\$22.00	\$0.00
	4" MOUNTABLE CURB & GUTTER	66	L.F.	\$24.00	\$1,584.00
	HOT MIX ASPHALT PAVEMENT (5" DEPTH)	40	S.Y.	\$23.50	\$940.00
	CONCRETE PAVEMENT	0	S.Y.	\$90.00	\$0.00
	AGGRIGATE BASE COURSE	9	C.Y.	\$40.50	\$360.00
	SUBGRADE STABILIZATION	9	S.Y.	\$2.10	\$18.67
	ROADWAY SUBGRADE PREP (EXTEND 2' OUTSIDE CURB)	9	S.Y.	\$1.25	\$11.11
	5' DETACHED CONCRETE SIDEWALK	38	L.F.	\$27.00	\$1,026.00
	SIDEWALK SUBGRADE PREP (MIN 1' OUTSIDE LIMITS)	30	S.Y.	\$1.25	\$36.94
	CORNER CURB RAMP (INCLUDES SUBGRADE PREP)	2	EA.	\$2,200.00	\$4,400.00
	MIDBLOCK CURB RAMP (INCLUDES SUBGRADE PREP)	0	EA.	\$2,200.00	\$0.00
	CROSS PAN (INCLUDES SUBGRADE PREP)	55	S.Y.	\$103.50	\$5,692.50
	TRENCH DRAIN	0	L.F.	\$19.00	\$0.00
	MEDIAN COVER	0	S.Y.	\$90.00	\$0.00
	ADJUST MANHOLE	6	EA.	\$760.00	\$4,560.00
	ADJUST WATER VALVE	6	EA.	\$425.00	\$2,550.00
Total Cost					\$21,179.22

STRIPING

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	LONG LINE EPOXY PVMT. MARKING	0	GAL	\$105.00	\$0.00
	CROSSWALK BAR	0	S.F.	\$8.00	\$0.00
	STOP BAR	0	S.F.	\$0.93	\$0.00
	ARROW	0	EA.	\$120.00	\$0.00
Total Cost					\$0.00

SIGNAGE (INCLUDE POST AND ANCHOR)

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	STREET NAME SIGN WITH STOP SIGN	0	EA.	\$530.00	\$0.00
	GROUND SIGN	0	EA.	\$280.00	\$0.00
	TYPE III BARRICADE	0	EA.	\$2,500.00	\$0.00
	SPECIAL SIGN (SPEED LIMIT, DEAD END, MISC SIGNS)	0	EA.	\$280.00	\$0.00
Total Cost					\$0.00

DRAINAGE AND STORMWATER IMPROVMENTS

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	18" RCP	0	L.F.	\$64.00	\$0.00
	24" RCP	0	L.F.	\$83.00	\$0.00
	30" RCP	0	L.F.	\$100.00	\$0.00
	36" RCP	0	L.F.	\$136.00	\$0.00
	48" RCP	0	L.F.	\$200.00	\$0.00
	30" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$2,400.00	\$0.00
	36" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$3,000.00	\$0.00
	48" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$3,400.00	\$0.00
	4' MANHOLE	0	EA.	\$2,500.00	\$0.00
	5' MANHOLE	0	EA.	\$3,070.00	\$0.00
	6' MANHOLE	0	EA.	\$4,380.00	\$0.00
	5' TYPE R INLET	0	EA.	\$9,000.00	\$0.00
	10' TYPE R INLET (SPECIFIC ON 10" INCREMENT)	0	EA.	\$10,700.00	\$0.00
	15' TYPE R INLET	0	EA.	\$11,000.00	\$0.00
Total Cost					\$0.00

PUBLIC IMPROVMENTS (TOWN) SUBTOTAL \$21,179.22

CONSTRUCTION CONTINGENCY (10%) \$2,117.92
 MOBILIZATION (5%) \$1,058.96
 SURVEYING (3%) \$635.38
 CONSTRUCTION MANAGEMENT & TESTING (12%) \$2,541.51

PUBLIC IMPROVEMENT TOTAL \$27,532.99

SECURITY AT 110% = \$30,286.29

Trails at Crowfoot Filing 14-Landscape Construction Documents Cost Estimate-Open Space

PCS Group

Opinion of Probable Cost

Date: 9.26.2018

Filing 14-Open Space

<u>Improvement</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
Deciduous Trees (2.5" cal)	21	EA	\$ 560.00	\$ 11,760.00
Evergreen Trees (8' ht)	29	EA	\$ 690.00	\$ 20,010.00
Ornamental Trees (2" cal)	50	EA	\$ 480.00	\$ 24,000.00
Deciduous Shrubs (5 gal)	150	EA	\$ 50.00	\$ 7,500.00
Evergreen Shrubs (5 gal)	57	EA	\$ 50.00	\$ 2,850.00
Ornamental Grasses (1 gal)	189	EA	\$ 25.00	\$ 4,725.00
Perennials (1 gal)	94	EA	\$ 15.00	\$ 1,410.00
EnviroTurf (w/prep)	45,116	SF	\$ 1.00	\$ 45,116.00
Rock Mulch, 4" Diam. Cobble Rock mulch (4" depth)	4,111	SF	\$ 1.25	\$ 5,138.75
Steel Edger	751	LF	\$ 3.00	\$ 2,253.00
Concrete Walk (4" depth) **	2,168	SF	\$ 7.00	\$ 15,179.05
Concrete Thickened Edge	55	SF	\$ 45.00	\$ 2,460.35
Crusher Fines (4" depth) **	1,405	SF	\$ 6.00	\$ 8,431.41
Trash Receptacle	4	EA	\$ 1,200.00	\$ 4,800.00
Climbing Boulder	1	LS	\$ 40,000.00	\$ 40,000.00
Engineered Wood Fiber (playground-12" depth)	864	SF	\$ 3.50	\$ 3,024.00
ADA Playground Ramp	1	EA	\$ 1,800.00	\$ 1,800.00
Playground Drainage	1	LS	\$ 1,500.00	\$ 1,500.00
Picnic Tables	1	EA	\$ 1,800.00	\$ 1,800.00
Bench	4	EA	\$ 1,500.00	\$ 6,000.00
Irrigation (Spray for native and turf areas)	45,116	SF	\$ 0.90	\$ 40,604.40
Irrigation (Drip emitters for shrub beds)	1	LS	\$ 5,000.00	\$ 5,000.00
			Sub-Total	\$ 255,361.95
			15% Contingency	\$ 38,304.29
			Total	\$ 293,666.25
			110% SIA Total	\$ 323,032.87

*Temporary native seed for disturbed areas and detention areas are included in the Earthwork budget by civil engineer.

**Only concrete walks and crusher fine walks in park spaces have been accounted for the quantities shown above.

Trails at Crowfoot Filing 14-Landscape Construction Documents Cost Estimate-Streetscape

PCS Group

Opinion of Probable Cost

Date: 9.26.2018

Filing 14-Streetscape				
<u>Improvement</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
Deciduous Trees (2.5" cal)	47	EA	\$ 560.00	\$ 26,320.00
Evergreen Shrubs (5 gal)	5	EA	\$ 50.00	\$ 250.00
Ornamental Grasses (1 gal)	20	EA	\$ 25.00	\$ 500.00
EnviroTurf (w/prep)	17,043	SF	\$ 1.00	\$ 17,043.00
Mailbox Kiosk (16 door)	3	EA	\$ 1,400.00	\$ 4,200.00
Irrigation (Spray for native and turf areas)	17,043	SF	\$ 0.90	\$ 15,338.70
Irrigation (Drip emitters for shrub beds)	1	LS	\$ 5,000.00	\$ 5,000.00
			Sub-Total	\$ 68,651.70
			15% Contingency	\$ 10,297.76
			Total	\$ 78,949.46
			110% SIA Total	\$ 86,844.40

*Temporary native seed for disturbed areas and detention areas are included in the Earthwork budget by civil engineer.



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TRAILS AT CROWFOOT FILING 15 ENGINEER'S ESTIMATE OF ANTICIPATED COSTS

PROJECT: TRAILS AT CROWFOOT FILING 15
CLIENT: HR 936, LLC
ESTIMATE PREPARED BY: CVL CONSULTANTS OF COLORADO, INC.

ACREAGE: 9.171
LOTS: 44
JOB NUMBER: 283701
PHASE: FILING 15
DATE: 9/24/2018

SANITARY SEWER

ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
	8" SEWER (PVC)	1,490	L.F.	\$48.00	\$71,520.00
	12" SEWER (PVC)	0	L.F.	\$54.00	\$0.00
	18" SEWER (PVC)	0	L.F.	\$67.00	\$0.00
	4' DIA. MANHOLE	14	EA.	\$2,850.00	\$39,900.00
	5' DIA. MANHOLE	0	EA.	\$2,850.00	\$0.00
	STANDARD CLEANOUT	0	EA.	\$300.00	\$0.00
	DROP MANHOLE	0	EA.	\$5,000.00	\$0.00
	INTERMEDIATE PLATFORM	0	EA.	\$700.00	\$0.00
	4" SEWER SERVICE	30	EA.	\$1,615.00	\$48,450.00
	20" STEEL CASING	0	L.F.	\$2,000.00	\$0.00
	CONNECTION TO EXISTING MAIN	1	EA.	\$1,900.00	\$1,900.00
					\$161,770.00

WATERLINE

ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
	6" WATERPIPE (DIP)	72	L.F.	\$20.00	\$1,440.00
	8" WATERPIPE (PVC)	2,037	L.F.	\$39.00	\$79,443.00
	12" WATERPIPE (PVC)	0	L.F.	\$57.00	\$0.00
	16" WATERPIPE (DIP)	0	L.F.	\$77.60	\$0.00
	6" GATE VALVE	4	EA.	\$1,000.00	\$4,000.00
	8" GATE VALVE	6	EA.	\$1,750.00	\$10,500.00
	12" GATE VALVE	0	EA.	\$3,000.00	\$0.00
	16" BUTTERFLY VALVE	0	EA.	\$18,000.00	\$0.00
	8" MISC. FITTINGS	22	EA.	\$460.00	\$10,120.00
	12" MISC. FITTINGS	0	EA.	\$730.00	\$0.00
	16" MISC. FITTINGS	0	EA.	\$1,500.00	\$0.00
	AIR / VACUUM VALVE	2	EA.	\$6,700.00	\$13,400.00
	8" CAP WITH BLOW OFF	4	EA.	\$2,000.00	\$8,000.00
	2" BLOW OFF VALVE (8" LINE-LOW POINT)	0	EA.	\$2,000.00	\$0.00
	6" BLOW OFF VALVE (16" LINE-LOW POINT)	0	EA.	\$2,500.00	\$0.00
	FIRE HYDRANT WITH 6" LEAD	4	EA.	\$5,000.00	\$20,000.00
	DEEP BURY FIRE HYDRANT WITH 6" LEAD	0	EA.	\$5,500.00	\$0.00
	IRRIGATION SERVICE W/ METER(2")	1	EA.	\$2,500.00	\$2,500.00
	DOMESTIC WATER SERVICE W/ METER	44	EA.	\$1,400.00	\$61,600.00
	20" STEEL CASING	0	L.F.	\$2,000.00	\$0.00
	CONNECTION TO EXISTING MAIN	2	EA.	\$1,000.00	\$2,000.00
					\$213,003.00



CONTINGENCIES 20% OF CONSTRUCTION COSTS = \$74,954.60

Total Filing 2 Water/Sewer= **\$449,727.60**



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**ENGINEERS PUBLIC IMPROVEMENT COST ESTIMATE
 TRAILS AT CROWFOOT FILING 15
 8/30/2018**

ROADWAY

No.	Description	Quantity	Unit	Cost/Unit	Total Cost
	6" VERTICAL CURB & GUTTER (2' PAN)	0	L.F.	\$22.00	\$0.00
	6" VERTICAL CURB & GUTTER (1' PAN)	0	L.F.	\$22.00	\$0.00
	4" MOUNTABLE CURB & GUTTER	131	L.F.	\$24.00	\$3,144.00
	HOT MIX ASPHALT PAVEMENT (5" DEPTH)	53	S.Y.	\$23.50	\$1,253.33
	CONCRETE PAVEMENT	0	S.Y.	\$90.00	\$0.00
	AGGRIGATE BASE COURSE	12	C.Y.	\$40.50	\$480.00
	SUBGRADE STABILIZATION	12	S.Y.	\$2.10	\$24.89
	ROADWAY SUBGRADE PREP (EXTEND 2' OUTSIDE CURB)	12	S.Y.	\$1.25	\$14.81
	5' DETACHED CONCRETE SIDEWALK	76	L.F.	\$27.00	\$2,052.00
	SIDEWALK SUBGRADE PREP (MIN 1' OUTSIDE LIMITS)	59	S.Y.	\$1.25	\$73.89
	CORNER CURB RAMP (INCLUDES SUBGRADE PREP)	4	EA.	\$2,200.00	\$8,800.00
	MIDBLOCK CURB RAMP (INCLUDES SUBGRADE PREP)	0	EA.	\$2,200.00	\$0.00
	CROSS PAN (INCLUDES SUBGRADE PREP)	110	S.Y.	\$103.50	\$11,339.00
	TRENCH DRAIN	0	L.F.	\$19.00	\$0.00
	MEDIAN COVER	0	S.Y.	\$90.00	\$0.00
	ADJUST MANHOLE	5	EA.	\$760.00	\$3,800.00
	ADJUST WATER VALVE	4	EA.	\$425.00	\$1,700.00
Total Cost					\$32,681.93

STRIPING

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	LONG LINE EPOXY PVMT. MARKING	0	GAL	\$105.00	\$0.00
	CROSSWALK BAR	0	S.F.	\$8.00	\$0.00
	STOP BAR	0	S.F.	\$0.93	\$0.00
	ARROW	0	EA.	\$120.00	\$0.00
Total Cost					\$0.00

SIGNAGE (INCLUDE POST AND ANCHOR)

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	STREET NAME SIGN WITH STOP SIGN	0	EA.	\$530.00	\$0.00
	GROUND SIGN	0	EA.	\$280.00	\$0.00
	TYPE III BARRICADE	0	EA.	\$2,500.00	\$0.00
	SPECIAL SIGN (SPEED LIMIT, DEAD END, MISC SIGNS)	0	EA.	\$280.00	\$0.00
Total Cost					\$0.00

DRAINAGE AND STORMWATER IMPROVMENTS

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	18" RCP	0	L.F.	\$64.00	\$0.00
	24" RCP	0	L.F.	\$83.00	\$0.00
	30" RCP	0	L.F.	\$100.00	\$0.00
	36" RCP	0	L.F.	\$136.00	\$0.00
	48" RCP	0	L.F.	\$200.00	\$0.00
	30" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$2,400.00	\$0.00
	36" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$3,000.00	\$0.00
	48" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$3,400.00	\$0.00
	4' MANHOLE	0	EA.	\$2,500.00	\$0.00
	5' MANHOLE	0	EA.	\$3,070.00	\$0.00
	6' MANHOLE	0	EA.	\$4,380.00	\$0.00
	5' TYPE R INLET	0	EA.	\$9,000.00	\$0.00
	10' TYPE R INLET (SPECIFIC ON 10" INCREMENT)	0	EA.	\$10,700.00	\$0.00
	15' TYPE R INLET	0	EA.	\$11,000.00	\$0.00
Total Cost					\$0.00

PUBLIC IMPROVMENTS (TOWN) SUBTOTAL \$32,681.93

CONSTRUCTION CONTINGENCY (10%) \$3,268.19
 MOBILIZATION (5%) \$1,634.10
 SURVEYING (3%) \$980.46
 CONSTRUCTION MANAGEMENT & TESTING (12%) \$3,921.83

PUBLIC IMPROVEMENT TOTAL \$42,486.50

SECURITY AT 110% = \$46,735.15

Trails at Crowfoot Filing 15-Landscape Construction Documents Cost Estimate-Open Space

PCS Group

Opinion of Probable Cost

Date: 9.26.2018

Filing 15-Open Space

<u>Improvement</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
Deciduous Trees (2.5" cal)	33	EA	\$ 560.00	\$ 18,480.00
Evergreen Trees (8' ht)	49	EA	\$ 690.00	\$ 33,810.00
Ornamental Trees (2" cal)	15	EA	\$ 480.00	\$ 7,200.00
Deciduous Shrubs (5 gal)	389	EA	\$ 50.00	\$ 19,450.00
Evergreen Shrubs (5 gal)	224	EA	\$ 50.00	\$ 11,200.00
Ornamental Grasses (1 gal)	463	EA	\$ 25.00	\$ 11,575.00
Perennials (1 gal)	277	EA	\$ 15.00	\$ 4,155.00
Native Seed Open Space (w/prep)	28,023	SF	\$ 0.75	\$ 21,017.25
EnviroTurf (w/prep)	39,623	SF	\$ 1.00	\$ 39,623.00
Rock Mulch, 2" Diam. Cobble Rock mulch (3" depth)	14,495	SF	\$ 1.25	\$ 18,118.75
Steel Edger	1,984	LF	\$ 3.00	\$ 5,952.00
Concrete Walk (4" depth) **	927	SF	\$ 7.00	\$ 6,491.28
Crusher Fines (4" depth) **	1,904	SF	\$ 6.00	\$ 11,421.62
Trash Receptacle	4	EA	\$ 1,200.00	\$ 4,800.00
Picnic Tables	1	EA	\$ 1,800.00	\$ 1,800.00
Bench	4	EA	\$ 1,500.00	\$ 6,000.00
Mailbox Kiosk (16 door)	3	EA	\$ 1,400.00	\$ 4,200.00
Irrigation (Spray for native and turf areas)	67,646	SF	\$ 0.90	\$ 60,881.40
Irrigation (Drip emitters for shrub beds)	1	LS	\$ 12,000.00	\$ 12,000.00
			Sub-Total	\$ 298,175.31
			15% Contingency	\$ 44,726.30
			Total	\$ 342,901.60
			110% SIA Total	\$ 377,191.76

*Temporary native seed for disturbed areas and detention areas are included in the Earthwork budget by civil engineer.

**Only concrete walks and crusher fine walks in park spaces have been accounted for the quantities shown above.

Trails at Crowfoot Filing 15-Landscape Construction Documents Cost Estimate-Streetscape

PCS Group

Opinion of Probable Cost

Date: 9.26.2018

Filing 15-Streetscape

<u>Improvement</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
Deciduous Trees (2.5" cal)	17	EA	\$ 560.00	\$ 9,520.00
Deciduous Shrubs (5 gal)	11	EA	\$ 50.00	\$ 550.00
Ornamental Grasses (1 gal)	16	EA	\$ 25.00	\$ 400.00
Perennials (1 gal)	13	EA	\$ 15.00	\$ 195.00
EnviroTurf (w/prep)	6,376	SF	\$ 1.00	\$ 6,376.00
Rock Mulch, 2" Diam. Cobble Rock mulch (3" depth)	450	SF	\$ 1.25	\$ 562.50
Steel Edger	40	LF	\$ 3.00	\$ 120.68
Irrigation (Spray for native and turf areas)	6,376	SF	\$ 0.90	\$ 5,738.40
Irrigation (Drip emitters for shrub beds)	1	LS	\$ 2,000.00	\$ 2,000.00
			Sub-Total	\$ 25,462.58
			15% Contingency	\$ 3,819.39
			Total	\$ 29,281.96
			110% SIA Total	\$ 32,210.16

*Temporary native seed for disturbed areas and detention areas are included in the Earthwork budget by civil engineer.

**Only concrete walks and crusher fine walks in park spaces have been accounted for the quantities shown above.



10333 E. Dry Creek Road
Suite 240
Englewood, Colorado 80112
720.482.9526 Fax 720.482.9546

TRAILS AT CROWFOOT FILING 16 ENGINEER'S ESTIMATE OF ANTICIPATED COSTS

PROJECT: TRAILS AT CROWFOOT FILING 16
CLIENT: HR 935, LLC
ESTIMATE PREPARED BY: CVL CONSULTANTS OF COLORADO, INC.

ACREAGE: 8.954
LOTS: 42
JOB NUMBER: 283701
PHASE: FILING 16
DATE: 7/2/2018

SANITARY SEWER

ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
	8" SEWER (PVC)	1,184	L.F.	\$48.00	\$56,832.00
	12" SEWER (PVC)	0	L.F.	\$54.00	\$0.00
	18" SEWER (PVC)	0	L.F.	\$67.00	\$0.00
	4' DIA. MANHOLE	7	EA.	\$2,850.00	\$19,950.00
	5' DIA. MANHOLE	0	EA.	\$2,850.00	\$0.00
	STANDARD CLEANOUT	0	EA.	\$300.00	\$0.00
	DROP MANHOLE	0	EA.	\$5,000.00	\$0.00
	INTERMEDIATE PLATFORM	0	EA.	\$700.00	\$0.00
	4" SEWER SERVICE	32	EA.	\$1,615.00	\$51,680.00
	20" STEEL CASING	0	L.F.	\$2,000.00	\$0.00
	CONNECTION TO EXISTING MAIN	1	EA.	\$1,900.00	\$1,900.00
					\$130,362.00

WATERLINE

ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
	6" WATERPIPE (DIP)	55	L.F.	\$20.00	\$1,100.00
	8" WATERPIPE (PVC)	1,422	L.F.	\$39.00	\$55,458.00
	12" WATERPIPE (PVC)	0	L.F.	\$57.00	\$0.00
	16" WATERPIPE (DIP)	0	L.F.	\$77.60	\$0.00
	6" GATE VALVE	4	EA.	\$1,000.00	\$4,000.00
	8" GATE VALVE	4	EA.	\$1,750.00	\$7,000.00
	12" GATE VALVE	0	EA.	\$3,000.00	\$0.00
	16" BUTTERFLY VALVE	0	EA.	\$18,000.00	\$0.00
	8" MISC. FITTINGS	12	EA.	\$460.00	\$5,520.00
	12" MISC. FITTINGS	0	EA.	\$730.00	\$0.00
	16" MISC. FITTINGS	0	EA.	\$1,500.00	\$0.00
	AIR / VACUUM VALVE	0	EA.	\$6,700.00	\$0.00
	8" CAP WITH BLOW OFF	0	EA.	\$2,000.00	\$0.00
	2" BLOW OFF VALVE (8" LINE-LOW POINT)	0	EA.	\$2,000.00	\$0.00
	6" BLOW OFF VALVE (16" LINE-LOW POINT)	0	EA.	\$2,500.00	\$0.00
	FIRE HYDRANT WITH 6" LEAD	4	EA.	\$5,000.00	\$20,000.00
	DEEP BURY FIRE HYDRANT WITH 6" LEAD	0	EA.	\$5,500.00	\$0.00
	IRRIGATION SERVICE W/ METER(2")	1	EA.	\$2,500.00	\$2,500.00
	DOMESTIC WATER SERVICE W/ METER	42	EA.	\$1,400.00	\$58,800.00
	20" STEEL CASING	0	L.F.	\$2,000.00	\$0.00
	CONNECTION TO EXISTING MAIN	4	EA.	\$1,000.00	\$4,000.00
					\$158,378.00



CONTINGENCIES 20% OF CONSTRUCTION COSTS = \$57,748.00

Total Filing 2 Water/Sewer= **\$346,488.00**



CVL Consultants of Colorado Inc.
 10333 E Dry Creek Rd
 Suite 240
 Englewood, Co 80112
 720.482.9526 Fax 720.482.9546

**ENGINEERS PUBLIC IMPROVEMENT COST ESTIMATE
 TRAILS AT CROWFOOT FILING 16
 9/14/2018**

ROADWAY

No.	Description	Quantity	Unit	Cost/Unit	Total Cost
	6" VERTICAL CURB & GUTTER (2' PAN)	0	L.F.	\$22.00	\$0.00
	6" VERTICAL CURB & GUTTER (1' PAN)	0	L.F.	\$22.00	\$0.00
	4" MOUNTABLE CURB & GUTTER	66	L.F.	\$24.00	\$1,584.00
	HOT MIX ASPHALT PAVEMENT (5" DEPTH)	40	S.Y.	\$23.50	\$940.00
	CONCRETE PAVEMENT	0	S.Y.	\$90.00	\$0.00
	AGGREGATE BASE COURSE	9	C.Y.	\$40.50	\$360.00
	SUBGRADE STABILIZATION	40	S.Y.	\$2.10	\$84.00
	ROADWAY SUBGRADE PREP (EXTEND 2' OUTSIDE CURB)	40	S.Y.	\$1.25	\$50.00
	5' DETACHED CONCRETE SIDEWALK	38	L.F.	\$27.00	\$1,026.00
	SIDEWALK SUBGRADE PREP (MIN 1' OUTSIDE LIMITS)	30	S.Y.	\$1.25	\$36.94
	CORNER CURB RAMP (INCLUDES SUBGRADE PREP)	2	EA.	\$2,200.00	\$4,400.00
	MIDBLOCK CURB RAMP (INCLUDES SUBGRADE PREP)	0	EA.	\$2,200.00	\$0.00
	CROSS PAN (INCLUDES SUBGRADE PREP)	55	S.Y.	\$103.50	\$5,692.50
	TRENCH DRAIN	0	L.F.	\$19.00	\$0.00
	MEDIAN COVER	0	S.Y.	\$90.00	\$0.00
	ADJUST MANHOLE	3	EA.	\$760.00	\$2,280.00
	ADJUST WATER VALVE	5	EA.	\$425.00	\$2,125.00
Total Cost					\$18,578.44

STRIPING

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	LONG LINE EPOXY PVMT. MARKING	0	GAL	\$105.00	\$0.00
	CROSSWALK BAR	0	S.F.	\$8.00	\$0.00
	STOP BAR	0	S.F.	\$0.93	\$0.00
	ARROW	0	EA.	\$120.00	\$0.00
Total Cost					\$0.00

SIGNAGE (INCLUDE POST AND ANCHOR)

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	STREET NAME SIGN WITH STOP SIGN	0	EA.	\$530.00	\$0.00
	GROUND SIGN	0	EA.	\$280.00	\$0.00
	TYPE III BARRICADE	0	EA.	\$2,500.00	\$0.00
	SPECIAL SIGN (SPEED LIMIT, DEAD END, MISC SIGNS)	0	EA.	\$280.00	\$0.00
Total Cost					\$0.00

DRAINAGE AND STORMWATER IMPROVEMENTS

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	18" RCP	0	L.F.	\$64.00	\$0.00
	24" RCP	0	L.F.	\$83.00	\$0.00
	30" RCP	0	L.F.	\$100.00	\$0.00
	36" RCP	0	L.F.	\$136.00	\$0.00
	48" RCP	0	L.F.	\$200.00	\$0.00
	30" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$2,400.00	\$0.00
	36" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$3,000.00	\$0.00
	48" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$3,400.00	\$0.00
	4' MANHOLE	0	EA.	\$2,500.00	\$0.00
	5' MANHOLE	0	EA.	\$3,070.00	\$0.00
	6' MANHOLE	0	EA.	\$4,380.00	\$0.00
	5' TYPE R INLET	0	EA.	\$9,000.00	\$0.00
	10' TYPE R INLET (SPECIFIC ON 10" INCREMENT)	0	EA.	\$10,700.00	\$0.00
	15' TYPE R INLET	0	EA.	\$11,000.00	\$0.00
Total Cost					\$0.00

PUBLIC IMPROVMENTS (TOWN) SUBTOTAL \$18,578.44

CONSTRUCTION CONTINGENCY (10%) \$1,857.84
 MOBILIZATION (5%) \$928.92
 SURVEYING (3%) \$557.35
 CONSTRUCTION MANAGEMENT & TESTING (12%) \$2,229.41

PUBLIC IMPROVEMENT TOTAL \$24,151.98

SECURITY AT 110% = \$26,567.18

Trails at Crowfoot Filing 16-Landscape Construction Documents Cost Estimate- Open Space

PCS Group

Opinion of Probable Cost

Date: 9.26.2018

Filing 16-Open Space

<u>Improvement</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
Deciduous Trees (2.5" cal)	20	EA	\$ 560.00	\$ 11,200.00
Evergreen Trees (8' ht)	23	EA	\$ 690.00	\$ 15,870.00
Ornamental Trees (2" cal)	44	EA	\$ 480.00	\$ 21,120.00
Deciduous Shrubs (5 gal)	82	EA	\$ 50.00	\$ 4,100.00
Evergreen Shrubs (5 gal)	37	EA	\$ 50.00	\$ 1,850.00
Ornamental Grasses (1 gal)	158	EA	\$ 25.00	\$ 3,950.00
Perennials (1 gal)	96	EA	\$ 15.00	\$ 1,440.00
EnviroTurf (w/prep)	31,550	SF	\$ 1.00	\$ 31,550.00
Rock Mulch, 4" Diam. Cobble Rock mulch (4" depth)	2,267	SF	\$ 1.25	\$ 2,833.75
Steel Edger	587	LF	\$ 3.00	\$ 1,760.38
Concrete Walk (4" depth) **	1,410	SF	\$ 7.00	\$ 9,866.84
Crusher Fines (4" depth) **	679	SF	\$ 3.50	\$ 2,376.28
Trash Receptacle	2	EA	\$ 1,200.00	\$ 2,400.00
Bench	2	EA	\$ 1,500.00	\$ 3,000.00
Irrigation (Spray for native and turf areas)	31,550	SF	\$ 0.90	\$ 28,395.00
Irrigation (Drip emitters for shrub beds)	1	LS	\$ 3,000.00	\$ 3,000.00
			Sub-Total	\$ 144,712.25
			15% Contingency	\$ 21,706.84
			Total	\$ 166,419.09
			110% SIA Total	\$ 183,061.00

*Temporary native seed for disturbed areas and detention areas are included in the Earthwork budget by civil engineer.

**Only concrete walks and crusher fine walks in park spaces have been accounted for the quantities shown above.

Trails at Crowfoot Filing 16-Landscape Construction Documents Cost Estimate- Streetscape

PCS Group

Opinion of Probable Cost

Date: 9.26.2018

Filing 16-Streetscape

<u>Improvement</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
Deciduous Trees (2.5" cal)	40	EA	\$ 560.00	\$ 22,400.00
Evergreen Shrubs (5 gal)	11	EA	\$ 50.00	\$ 550.00
Ornamental Grasses (1 gal)	34	EA	\$ 25.00	\$ 850.00
EnviroTurf (w/prep)	13,267	SF	\$ 1.00	\$ 13,267.00
Mailbox Kiosk (16 door)	3	EA	\$ 1,400.00	\$ 4,200.00
Irrigation (Spray for native and turf areas)	13,267	SF	\$ 0.90	\$ 11,940.30
			Sub-Total	\$ 53,207.30
			15% Contingency	\$ 7,981.10
			Total	\$ 61,188.40
			110% SIA Total	\$ 67,307.23

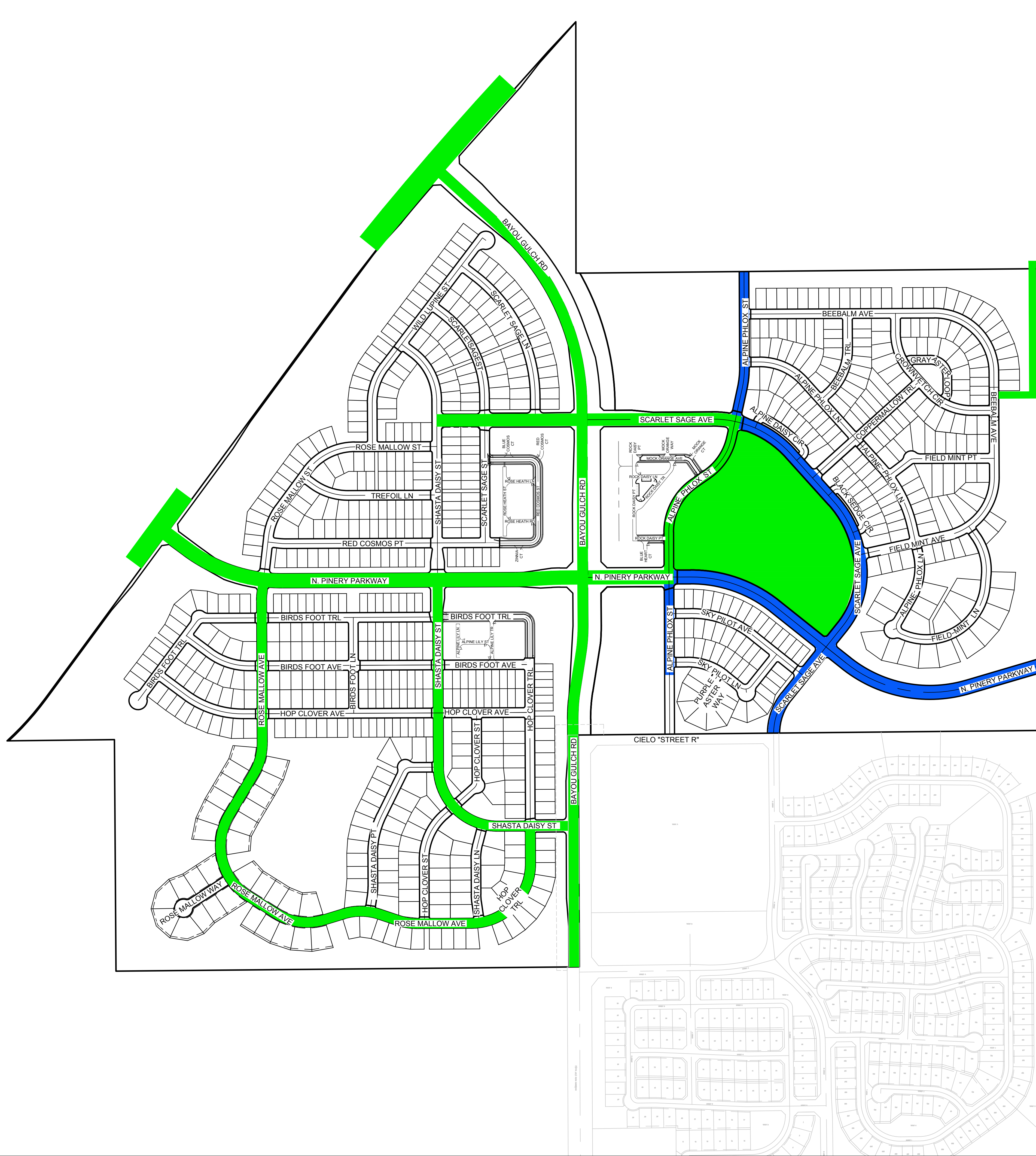
*Temporary native seed for disturbed areas and detention areas are included in the Earthwork budget by civil engineer.

**Only concrete walks and crusher fine walks in park spaces have been accounted for the quantities shown above.

EXHIBIT E

Maps Depicting Public Improvements

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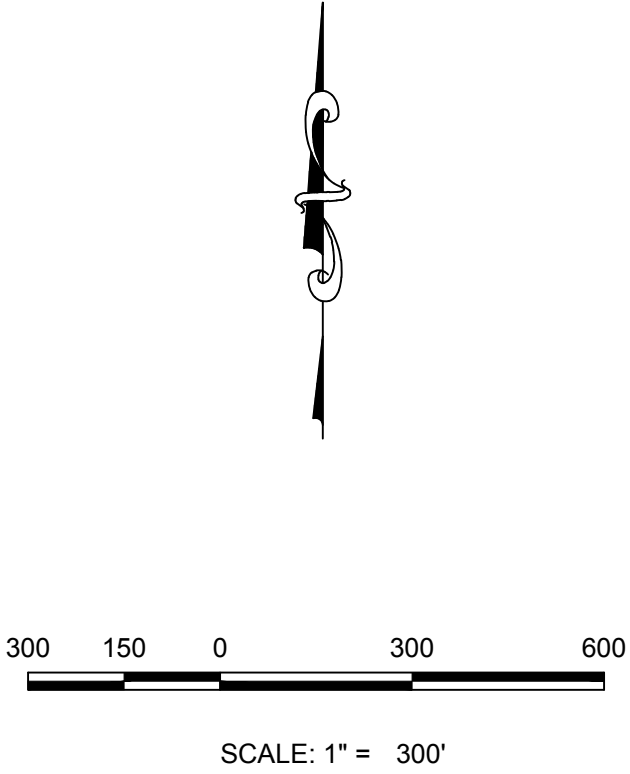
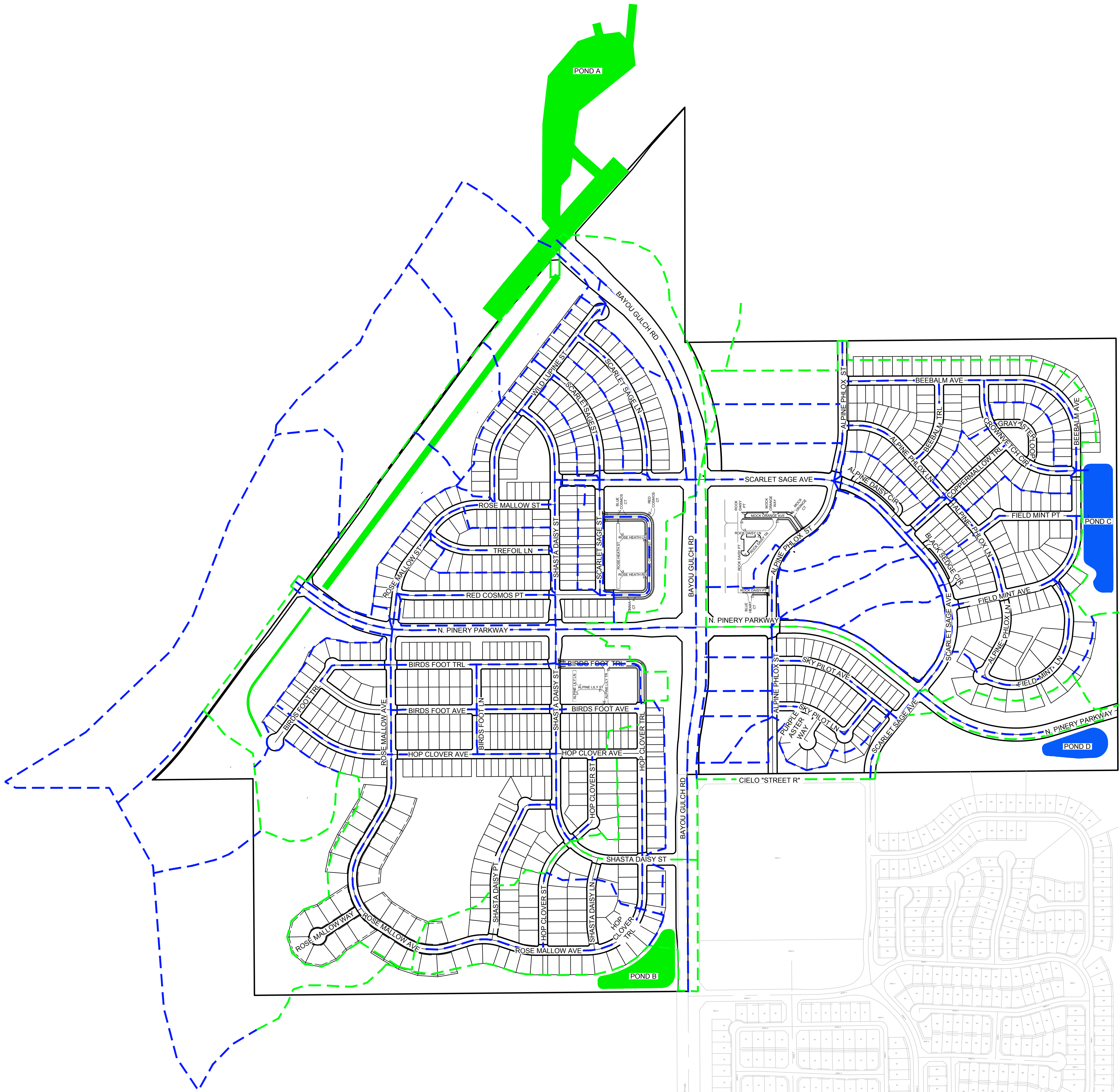


LEGEND

- FILING 1 JDA IMPROVEMENTS
- FILING 9 JDA IMPROVEMENTS

		10333 E. Dry Creek Rd. Suite 240 Englewood, CO 80112 Tel: (720) 482-9526 Fax: (720) 482-9546				TRAILS AT CROWFOOT IGA STREET EXHIBIT					
						SCALE: AS SHOWN		DRAWN BY: BPW		SHEET NO: 1	
						FILE NO: 8130283701		CHECKED BY: JJJ			
								DATE: 05-06-2019			
No.	Revisions	Date	Init.	Appr.	Date						

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LEGEND

FILING 1 POND IMPROVEMENTS	
FILING 9 POND IMPROVEMENTS	
BASIN LINE	
MAJOR BASIN LINE	



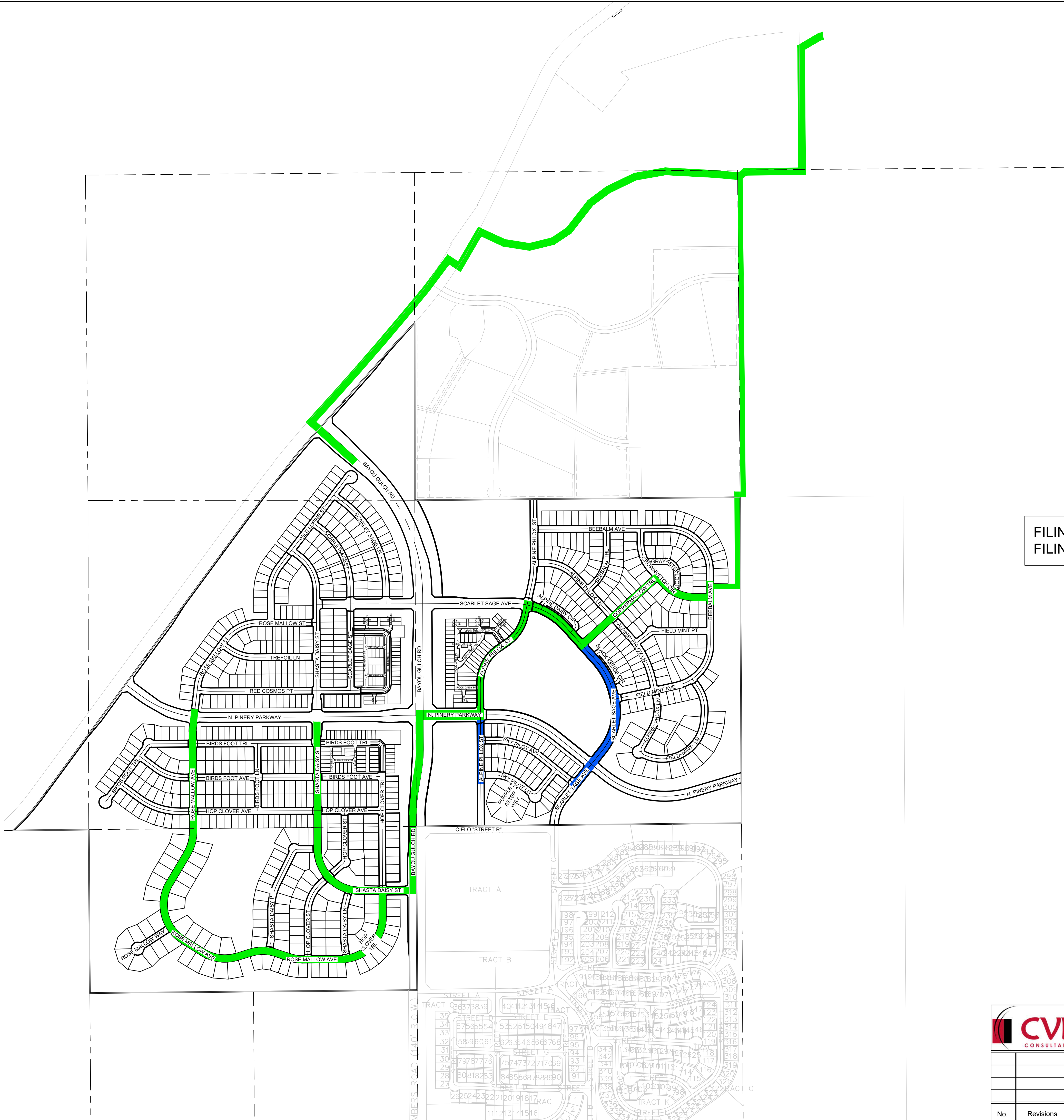
10333 E. Dry Creek Rd.
Suite 240
Englewood, CO 80112
Tel: (720) 482-9526
Fax: (720) 482-9546

TRAILS AT CROWFOOT IGA DRAINAGE EXHIBIT

No.	Revisions	Date	Init.	Appr.	Date

SCALE: AS SHOWN	DRAWN BY: BPW	SHEET NO: 2
FILE NO: 8130283701	CHECKED BY: JJJ	
DATE: 05-06-2019		

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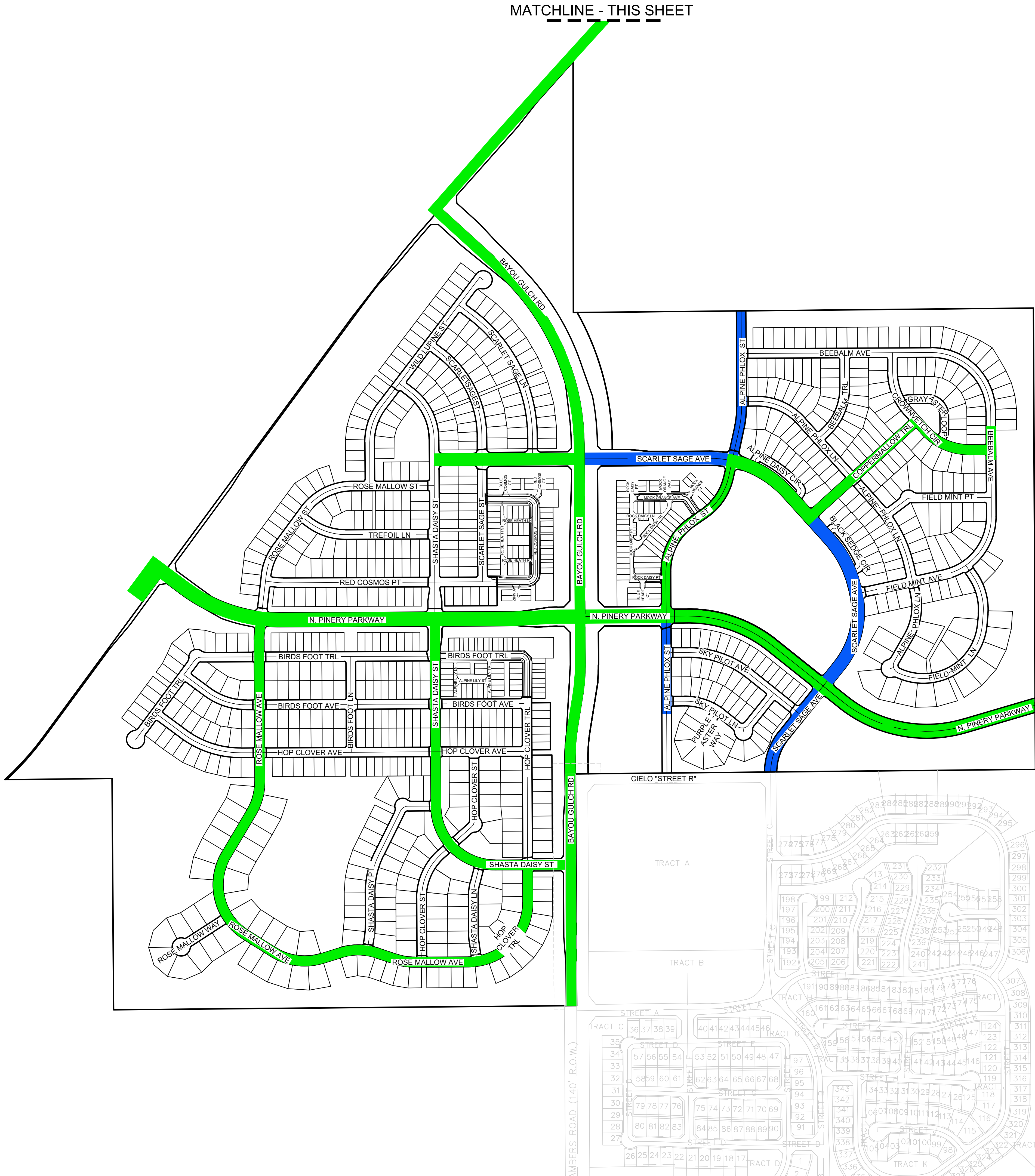
SCALE: 1" = 400'

LEGEND

FILING 1 SANITARY IMPROVEMENTS █
FILING 9 SANITARY IMPROVEMENTS █

		10333 E. Dry Creek Rd. Suite 240 Englewood, CO 80112 Tel: (720) 482-9526 Fax: (720) 482-9546				TRAILS AT CROWFOOT IGA SANITARY EXHIBIT			
						SCALE:	DRAWN BY:	SHEET NO: 3	
						AS SHOWN	BPW		
						FILE NO:	CHECKED BY:		
						8130283701	JJJ		
							DATE:		
No.	Revisions	Date	Init.	Appr.	Date		05-06-2019		

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SCALE: 1" = 300'

LEGEND

FILING 1 WATER IMPROVEMENTS
FILING 9 WATER IMPROVEMENTS



MATCHLINE - THIS SHEET



10333 E. Dry Creek Rd.
Suite 240
Englewood, CO 80112
Tel: (720) 482-9526
Fax: (720) 482-9546

TRAILS AT CROWFOOT IGA WATER EXHIBIT

No.	Revisions	Date	Init.	Appr.	Date

SCALE:
AS SHOWN

DRAWN BY:
BPW

SHEET NO:

FILE NO:
8130283701

CHECKED BY:
JJJ

DATE:
05-06-2019

4

EXHIBIT F

Financial Plan

May 3, 2019

Hess Ranch Metropolitan Districts Nos. 1-3

To be known as Trails at Crowfoot Metropolitan District Nos. 1-3

Attention: Kristin Bowers Tompkins, Esq.

White Bear Ankele Tanaka & Waldron Professional Corporation

2154 East Commons Avenue, Suite 2000

Centennial, Colorado 80122

RE: Service Plan Amendments

We have analyzed the bonding capacity in connection with the Service Plan amendments for Hess Ranch Metropolitan Districts Nos. 1-3, to be known as Trails at Crowfoot Metropolitan District Nos. 1-3 (collectively, the “Districts”). The analysis presented summarizes and presents information provided by E5X Management, Inc. (“the Developer”) and does not include independently verifying the accuracy of the information or assumptions.

Assumptions

The following assumptions have been provided by the Developer and form the basis of the analysis.

1. The development is comprised of the development outlined below. In all cases, it is assumed home prices will increase at a rate of 2% per annum.
 - a. 84 single family residential homes which are projected to be completed from 2020 through 2023. The average price is modeled at \$425,000.
 - b. 244 single family residential homes which are projected to be completed from 2020 to 2023. The average price is modeled at \$500,000.
 - c. 277 single family residential homes which are projected to be completed from 2020 through 2023. The average price is modeled at \$550,000.
 - d. 100 single family residential homes which are projected to be completed from 2020 through 2023. The average price is modeled at \$650,000.
 - e. 49 single family residential homes which are projected to be completed from 2020 through 2023. The average price is modeled at \$800,000.
 - f. 136 duplex residential units which are projected to be completed from 2020 through 2023. The average price is modeled at \$425,000.
 - g. 80,000 total square feet of commercial development which is projected to be completed in 2023. The value per square foot is assumed to be \$200 per square foot.

2. The debt service mill levy target is 57.0 mills beginning in tax collection year 2020. Additionally, the model assumes that an additional 10 mills will be pledged to the bonds, for a total of 67 mills available to the bonds.
3. The District is modeled to issue senior bonds in December 2020 with a par of \$72,055,000. An interest rate of 4.20% was modeled based upon a 40-year term. At issuance, it is projected that the District will fund \$7,565,775 for Capitalized Interest, \$5,257,324 for a Debt Service Reserve Fund and \$1,741,100 in costs of issuance with bond proceeds. The remaining \$57,490,801 is projected to reimburse the Developer for eligible expenses.
4. Specific Ownership Tax revenues have been calculated based on applying a factor of 6.0% to annual property tax revenues.
5. It is projected that 98% of property taxes levied will be collected and available to the District.
6. It is projected that there will be a 4% biennial inflation rate on assessments. The bonding capacity could be higher if the rate of assessment inflation is greater or conversely lower if the inflation rate is below 4%.

Estimate of Potential Bonding Capacity

Total bonding capacity based on the assumptions outlined, is projected to be approximately \$90,068,750, which is 125% of \$72,055,000, or the par amount of the 2020 bonds as shown in the model.

Based upon the development assumptions provided and the financial assumptions contained in the attached projected Financing Plan for the Districts' amended Service Plans, the projected revenue is sufficient to retire all Debt referenced in the Financing Plan within the restrictions set forth in the Districts' Service Plans, including but not limited to the maximum debt mill levies and mill levy imposition terms permitted.

The assumptions disclosed in the Financial Plan are those of the Developer and have not been independently reviewed by D.A. Davidson. Those assumptions identified are believed to be the significant factors in determining financial feasibility; however, they are likely not to be all-inclusive. There will be differences between forecasted and actual results, because events and circumstances frequently do not occur as projected, and those differences may be material. Key assumptions — like those relating to market values of real property improvements and the build out schedule of such property — are particularly sensitive in terms of the timing necessary to create the tax base for the Districts. A small variation in these variables, and to their timing, can have a large effect on the forecasted results. There is a high probability that the forecasted results will differ from realized future tax base factors and such variations can be material. Additionally, other key assumptions relating to inflation, assessment ratios, interest rates, and infrastructure, administrative, and operating costs may, and likely will, vary from those projected.

Because D.A. Davidson has not independently evaluated or reviewed the assumptions that the financial model is based upon, we do not vouch for the achievability (and disclaim any opinion) of the information provided. Furthermore, because of the inherent nature of future events, which are subject to change and variation as events and circumstances change, the actual results may vary materially from the results presented here. D.A. Davidson has no responsibility or obligation to update this information or this financial model for events occurring after the date of this report.

D.A. Davidson serves as the Districts' underwriter and not as financial advisor or municipal advisor. Unlike a municipal advisor, D.A. Davidson does not have a fiduciary duty to the Districts under the federal securities laws.

Respectfully submitted,

D.A. DAVIDSON & CO. FIXED INCOME CAPITAL MARKETS

A handwritten signature in blue ink, appearing to read "Zach Bishop", with a stylized flourish extending from the end.

Zach Bishop

Managing Director, Public Finance

HESS RANCH METROPOLITAN DISTRICT NOS. 1-3
TO BE KNOWN AS TRAILS AT CROWFOOT METROPOLITAN DISTRICT Nos. 1-3

Dev. Projection at \$7,000 (target) District Mills + 5,000 Infrastructure Capital Mills + 5,000 Town Capital & Maint. Mills for Debt Service -- 05/03/2019

Series 2020, G.O. Bonds, Non-Rated, 100x, 40-yr. Maturity -- SERVICE PLAN

YEAR	<<<<<<< Residential >>>>>>>			< Platted/Developed Lots >			<<<<<<<<< Commercial >>>>>>>>>			Total Assessed Value	District D/S Mill Levy [57,000 Target] [57,000 Cap]	District D/S Mill Levy Collections @ 98%	District S.O. Taxes Collected @ 6%	Infra. Capital Mill Levy [5,000 Mills]	Regional Mill Levy Collections @ 98%	Regional S.O. Taxes Collected @ 6%	Town Cap. & Maint. Mill Levy [5,000 Mills]	Regional Mill Levy Collections @ 98%	Regional S.O. Taxes Collected @ 6%	Total Available Revenue
	Total Res't Units	Mkt Value Biennial Reasses'mt @ 4.0%	Cumulative Market Value	As'ed Value @ 7.20% of Market (2-yr lag)	Cumulative Market Value	As'ed Value @ 29.00% of Market (2-yr lag)	Total Comm'l Sq. Ft.	Mkt Value Biennial Reasses'mt @ 4.0%	Cumulative Market Value											
2017	0	0	0	0	0	0	0	0	0											
2018	0	0	0	0	0	0	0	0	0											
2019	0	0	0	0	0	0	0	0	0											
2020	200	0	107,941,500	0	15,887,500	0	0	0	0	0	57,000	\$0	\$0	5,000	\$0	\$0	5,000	\$0	\$0	0
2021	300	0	273,235,050	0	15,887,500	3,068,925	0	0	0	3,068,925	57,000	171,430	10,286	5,000	15,038	902	5,000	15,038	902	213,596
2022	300	10,929,402	452,763,873	7,771,788	6,447,500	4,607,375	0	0	0	12,379,163	57,000	691,500	41,490	5,000	60,658	3,639	5,000	60,658	3,639	861,585
2023	90	0	505,234,772	19,672,924	0	4,607,375	80,000	0	0	24,280,299	57,000	1,356,297	81,378	5,000	118,973	7,138	5,000	118,973	7,138	1,689,899
2024	0	20,209,391	525,444,163	32,598,999	0	1,889,775	0	692,757	18,011,671	34,468,774	57,000	1,925,426	115,526	5,000	168,897	10,134	5,000	168,897	10,134	2,399,013
2025	0	0	525,444,163	36,376,904	0	0	0	0	18,011,671	5,022,485	57,000	2,312,570	138,754	5,000	202,857	12,171	5,000	202,857	12,171	2,881,381
2026	0	21,017,767	546,461,929	37,831,980	0	0	0	720,467	18,732,138	5,223,385	57,000	2,405,073	144,304	5,000	210,971	12,658	5,000	210,971	12,658	2,996,636
2027	0	0	546,461,929	37,831,980	0	0	0	0	18,732,138	5,432,320	57,000	2,405,073	144,304	5,000	210,971	12,658	5,000	210,971	12,658	2,996,636
2028	0	21,858,477	568,320,407	39,345,259	0	0	0	749,286	19,481,424	5,432,320	57,000	2,501,276	150,077	5,000	219,410	13,165	5,000	219,410	13,165	3,116,502
2029	0	0	568,320,407	39,345,259	0	0	0	0	19,481,424	5,432,320	57,000	2,501,276	150,077	5,000	219,410	13,165	5,000	219,410	13,165	3,116,502
2030	0	22,732,816	591,053,223	40,919,069	0	0	0	779,257	20,260,680	5,649,613	57,000	2,601,327	156,080	5,000	228,187	13,691	5,000	228,187	13,691	3,241,162
2031	0	0	591,053,223	40,919,069	0	0	0	0	20,260,680	5,649,613	57,000	2,601,327	156,080	5,000	228,187	13,691	5,000	228,187	13,691	3,241,162
2032	0	23,642,129	614,695,352	42,555,832	0	0	0	810,427	21,071,108	5,875,597	57,000	2,705,380	162,323	5,000	237,314	14,239	5,000	237,314	14,239	3,370,808
2033	0	0	614,695,352	42,555,832	0	0	0	0	21,071,108	5,875,597	57,000	2,705,380	162,323	5,000	237,314	14,239	5,000	237,314	14,239	3,370,808
2034	0	24,587,814	639,283,166	44,258,065	0	0	0	842,844	21,913,952	6,110,621	57,000	2,813,595	168,816	5,000	246,807	14,808	5,000	246,807	14,808	3,505,640
2035	0	0	639,283,166	44,258,065	0	0	0	0	21,913,952	6,110,621	57,000	2,813,595	168,816	5,000	246,807	14,808	5,000	246,807	14,808	3,505,640
2036	0	25,571,327	664,854,492	46,028,388	0	0	0	876,558	22,790,510	6,355,046	57,000	2,926,139	175,568	5,000	256,679	15,401	5,000	256,679	15,401	3,645,866
2037	0	0	664,854,492	46,028,388	0	0	0	0	22,790,510	6,355,046	57,000	2,926,139	175,568	5,000	256,679	15,401	5,000	256,679	15,401	3,645,866
2038	0	26,594,180	691,448,672	47,869,523	0	0	0	911,620	23,702,130	6,609,248	57,000	3,043,184	182,591	5,000	266,946	16,017	5,000	266,946	16,017	3,791,701
2039	0	0	691,448,672	47,869,523	0	0	0	0	23,702,130	6,609,248	57,000	3,043,184	182,591	5,000	266,946	16,017	5,000	266,946	16,017	3,791,701
2040	0	27,657,947	719,106,619	49,784,304	0	0	0	948,085	24,650,216	6,873,618	57,000	3,164,912	189,895	5,000	277,624	16,657	5,000	277,624	16,657	3,943,369
2041	0	0	719,106,619	49,784,304	0	0	0	0	24,650,216	6,873,618	57,000	3,164,912	189,895	5,000	277,624	16,657	5,000	277,624	16,657	3,943,369
2042	0	28,764,265	747,870,884	51,775,677	0	0	0	986,009	25,636,224	7,148,563	57,000	3,291,508	197,490	5,000	288,729	17,324	5,000	288,729	17,324	4,101,103
2043	0	0	747,870,884	51,775,677	0	0	0	0	25,636,224	7,148,563	57,000	3,291,508	197,490	5,000	288,729	17,324	5,000	288,729	17,324	4,101,103
2044	0	29,914,835	777,785,719	53,846,704	0	0	0	1,025,449	26,661,673	7,434,505	57,000	3,423,168	205,390	5,000	300,278	18,017	5,000	300,278	18,017	4,265,148
2045	0	0	777,785,719	53,846,704	0	0	0	0	26,661,673	7,434,505	57,000	3,423,168	205,390	5,000	300,278	18,017	5,000	300,278	18,017	4,265,148
2046	0	31,111,429	808,897,148	56,000,572	0	0	0	1,066,467	27,728,140	7,731,885	57,000	3,560,095	213,606	5,000	312,289	18,737	5,000	312,289	18,737	4,435,754
2047	0	0	808,897,148	56,000,572	0	0	0	0	27,728,140	7,731,885	57,000	3,560,095	213,606	5,000	312,289	18,737	5,000	312,289	18,737	4,435,754
2048	0	32,355,886	841,253,034	58,240,595	0	0	0	1,109,126	28,837,266	8,041,161	57,000	3,702,499	222,150	5,000	324,781	19,487	5,000	324,781	19,487	4,613,184
2049	0	0	841,253,034	58,240,595	0	0	0	0	28,837,266	8,041,161	57,000	3,702,499	222,150	5,000	324,781	19,487	5,000	324,781	19,487	4,613,184
2050	0	33,650,121	874,903,155	60,570,218	0	0	0	1,153,491	29,990,756	8,362,807	57,000	3,850,599	231,036	5,000	337,772	20,266	5,000	337,772	20,266	4,797,711
2051	0	0	874,903,155	60,570,218	0	0	0	0	29,990,756	8,362,807	57,000	3,850,599	231,036	5,000	337,772	20,266	5,000	337,772	20,266	4,797,711
2052	0	34,996,126	909,899,281	62,993,027	0	0	0	1,199,630	31,190,387	8,697,319	57,000	4,004,623	240,277	5,000	351,283	21,077	5,000	351,283	21,077	4,989,619
2053	0	0	909,899,281	62,993,027	0	0	0	0	31,190,387	8,697,319	57,000	4,004,623	240,277	5,000	351,283	21,077	5,000	351,283	21,077	4,989,619
2054	0	36,395,971	946,295,253	65,512,748	0	0	0	1,247,615	32,438,002	9,045,212	57,000	4,164,808	249,888	5,000	365,334	21,920	5,000	365,334	21,920	5,189,204
2055	0	0	946,295,253	65,512,748	0	0	0	0	32,438,002	9,045,212	57,000	4,164,808	249,888	5,000	365,334	21,920	5,000	365,334	21,920	5,189,204
2056	0	37,851,810	984,147,063	68,133,258	0	0	0	1,297,520	33,735,522	9,407,021	57,000	4,331,400	259,884	5,000	379,947	22,797	5,000	379,947	22,797	5,396,772
2057	0	0	984,147,063	68,133,258	0	0	0	0	33,735,522	9,407,021	57,000	4,331,400	259,884	5,000	379,947	22,797	5,000	379,947	22,797	5,396,772
2058	0	39,365,883	1,023,512,945	70,858,589	0	0	0	1,349,421	35,084,943	9,783,301	57,000	4,504,656	270,279	5,000	395,145	23,709	5,000	395,145	23,709	5,612,843
2059	0	0	1,023,512,945	70,858,589	0	0	0	0	35,084,943	9,783,301	57,000	4,504,656	270,279	5,000	395,145	23,709	5,000	395,145	23,709	5,612,843
2060	0	40,940,518	1,064,453,463	73,692,932	0	0	0	1,403,398	36,488,341	10,174,634	57,000	4,684,842	281,091	5,000	410,951	24,657	5,000	410,951	24,657	5,837,149
	890	570,148,093					80,000	19,169,426				125,130,543	7,507,833		10,976,363	658,582		10,976,363	658,582	155,908,267

HESS RANCH METROPOLITAN DISTRICT NOS. 1-3

TO BE KNOWN AS TRAILS AT CROWFOOT METROPOLITAN DISTRICT NOS. 1-3

Dev. Projection at 57.000 (target) District Mills + 5.000 Infrastructure Capital Mills + 5.000 Town Capital & Maint. Mills for Debt Service -- 05/03/2019

Series 2020, G.O. Bonds, Non-Rated, 100x, 40-yr. Maturity -- SERVICE PLAN

YEAR	Net Available for Debt Svc @ 100%	Ser. 2020A \$72,055,000 Par [Net \$57,491 MM] Net Debt Service	Annual Surplus	Surplus Release @	Cumulative Surplus	Snr. Debt/ Assessed Ratio	Snr. Debt/ Act'l Value Ratio	Cov. of Net DS: @ District + Infra. Capital + Town C&M + Cum. Surplus Bal.
2017				n/a				
2018				n/a				
2019	\$0			n/a				0%
2020	0	\$0	\$0		0	2348%	25%	0%
2021	213,596	0	213,596	0	213,596	582%	16%	0%
2022	861,585	0	861,585	0	1,075,181	297%	14%	0%
2023	1,689,899	1,513,155	176,744	0	1,251,925	209%	13%	194%
2024	2,399,013	3,026,310	(627,297)	0	624,628	174%	13%	100%
2025	2,881,381	3,026,310	(144,929)	0	479,699	167%	13%	111%
2026	2,996,636	3,026,310	(29,674)	0	450,025	167%	13%	114%
2027	2,996,636	3,026,310	(29,674)	0	420,351	161%	12%	113%
2028	3,116,502	3,116,310	192	0	420,542	161%	12%	114%
2029	3,116,502	3,112,530	3,972	0	424,514	154%	12%	114%
2030	3,241,162	3,238,750	2,412	0	426,926	154%	12%	113%
2031	3,241,162	3,239,510	1,652	0	428,577	147%	11%	113%
2032	3,370,808	3,369,850	958	0	429,535	147%	11%	113%
2033	3,370,808	3,369,310	1,498	0	431,034	140%	11%	113%
2034	3,505,640	3,503,140	2,500	0	433,534	139%	11%	112%
2035	3,505,640	3,500,670	4,970	0	438,504	133%	10%	113%
2036	3,645,866	3,642,360	3,506	0	442,010	131%	10%	112%
2037	3,645,866	3,642,120	3,746	0	445,757	125%	10%	112%
2038	3,791,701	3,790,620	1,081	0	446,837	123%	9%	112%
2039	3,791,701	3,791,560	141	0	446,978	117%	9%	112%
2040	3,943,369	3,940,820	2,549	0	449,527	115%	9%	112%
2041	3,943,369	3,942,100	1,269	0	450,795	108%	8%	112%
2042	4,101,103	4,096,280	4,823	0	455,619	106%	8%	111%
2043	4,101,103	4,096,850	4,253	0	459,872	99%	8%	111%
2044	4,265,148	4,264,900	248	0	460,120	97%	7%	111%
2045	4,265,148	4,263,290	1,858	0	461,978	90%	7%	111%
2046	4,435,754	4,433,740	2,014	0	463,991	87%	7%	111%
2047	4,435,754	4,433,900	1,854	0	465,845	80%	6%	111%
2048	4,613,184	4,610,490	2,694	0	468,538	77%	6%	110%
2049	4,613,184	4,610,950	2,234	0	470,772	70%	5%	110%
2050	4,797,711	4,797,210	501	0	471,273	66%	5%	110%
2051	4,797,711	4,796,290	1,421	0	472,694	60%	5%	110%
2052	4,989,619	4,985,540	4,079	0	476,773	55%	4%	110%
2053	4,989,619	4,986,770	2,849	0	479,623	49%	4%	110%
2054	5,189,204	5,187,330	1,874	0	481,497	44%	3%	109%
2055	5,189,204	5,188,610	594	0	482,091	37%	3%	109%
2056	5,396,772	5,393,380	3,392	0	485,484	32%	2%	109%
2057	5,396,772	5,392,820	3,952	0	489,436	25%	2%	109%
2058	5,612,643	5,609,910	2,733	0	492,169	19%	1%	109%
2059	5,612,643	5,610,200	2,443	0	494,613	13%	1%	109%
2060	5,837,149	5,834,766	2,383	496,996	0	0%	0%	100%
	155,908,267	155,411,271	496,996	496,996				

[1Apr1819 20nrspl]

HESS RANCH METROPOLITAN DISTRICT NOS. 1-3
TO BE KNOWN AS TRAILS AT CROWFOOT METROPOLITAN DISTRICT NOS. 1-3
Operations Revenue and Expense Projection -- 05/03/2019

YEAR	Total Assessed Value	Operations Mill Levy	Total Collections @ 98%	S.O. Taxes Collected @ 6%	Total Available For O&M	Total Mills
2017						
2018						
2019	0	10.000	\$0	\$0	\$0	77.000
2020	0	10.000	0	0	0	77.000
2021	3,068,925	10.000	30,075	1,805	31,880	77.000
2022	12,379,163	10.000	121,316	7,279	128,595	77.000
2023	24,280,299	10.000	237,947	14,277	252,224	77.000
2024	34,468,774	10.000	337,794	20,268	358,062	77.000
2025	41,399,389	10.000	405,714	24,343	430,057	77.000
2026	43,055,364	10.000	421,943	25,317	447,259	77.000
2027	43,055,364	10.000	421,943	25,317	447,259	77.000
2028	44,777,579	10.000	438,820	26,329	465,149	77.000
2029	44,777,579	10.000	438,820	26,329	465,149	77.000
2030	46,568,682	10.000	456,373	27,382	483,755	77.000
2031	46,568,682	10.000	456,373	27,382	483,755	77.000
2032	48,431,429	10.000	474,628	28,478	503,106	77.000
2033	48,431,429	10.000	474,628	28,478	503,106	77.000
2034	50,368,687	10.000	493,613	29,617	523,230	77.000
2035	50,368,687	10.000	493,613	29,617	523,230	77.000
2036	52,383,434	10.000	513,358	30,801	544,159	77.000
2037	52,383,434	10.000	513,358	30,801	544,159	77.000
2038	54,478,771	10.000	533,892	32,034	565,925	77.000
2039	54,478,771	10.000	533,892	32,034	565,925	77.000
2040	56,657,922	10.000	555,248	33,315	588,562	77.000
2041	56,657,922	10.000	555,248	33,315	588,562	77.000
2042	58,924,239	10.000	577,458	34,647	612,105	77.000
2043	58,924,239	10.000	577,458	34,647	612,105	77.000
2044	61,281,209	10.000	600,556	36,033	636,589	77.000
2045	61,281,209	10.000	600,556	36,033	636,589	77.000
2046	63,732,457	10.000	624,578	37,475	662,053	77.000
2047	63,732,457	10.000	624,578	37,475	662,053	77.000
2048	66,281,755	10.000	649,561	38,974	688,535	77.000
2049	66,281,755	10.000	649,561	38,974	688,535	77.000
2050	68,933,026	10.000	675,544	40,533	716,076	77.000
2051	68,933,026	10.000	675,544	40,533	716,076	77.000
2052	71,690,347	10.000	702,565	42,154	744,719	77.000
2053	71,690,347	10.000	702,565	42,154	744,719	77.000
2054	74,557,960	10.000	730,668	43,840	774,508	77.000
2055	74,557,960	10.000	730,668	43,840	774,508	77.000
2056	77,540,279	10.000	759,895	45,594	805,488	77.000
2057	77,540,279	10.000	759,895	45,594	805,488	77.000
2058	80,641,890	10.000	790,291	47,417	837,708	77.000
2059	80,641,890	10.000	790,291	47,417	837,708	77.000
2060	83,867,566	10.000	821,902	49,314	871,216	77.000
			21,952,727	1,317,164	23,269,891	

HESS RANCH METROPOLITAN DISTRICT NOS. 1-3

TO BE KNOWN AS TRAILS AT CROWFOOT METROPOLITAN DISTRICT NOS. 1-3

Development Projection -- Buildout Plan (updated 4/17/19)

Residential Development															
YEAR	<u>SFDs 35'</u>					<u>SFDs 40'</u>					<u>SFDs 50'</u>				
	Incr/(Decr) in					Incr/(Decr) in					Incr/(Decr) in				
	Finished Lot					Finished Lot					Finished Lot				
	# Lots	Value @	# Units	Price	Market	# Lots	Value @	# Units	Price	Market	# Lots	Value @	# Units	Price	Market
	Devel'd	10%	84 target	Inflated @ 2%	Value	Devel'd	10%	244 target	Inflated @ 2%	Value	Devel'd	10%	277 target	Inflated @ 2%	Value
2017	0	0		\$425,000	0	0	0		\$500,000	0	0	0		\$550,000	0
2018	0	0		425,000	0	0	0		500,000	0	0	0		550,000	0
2019	19	807,500		425,000	0	55	2,750,000		500,000	0	61	3,355,000		550,000	0
2020	28	382,500	19	433,500	8,236,500	83	1,400,000	55	510,000	28,050,000	89	1,540,000	61	561,000	34,221,000
2021	28	0	28	442,170	12,380,760	83	0	83	520,200	43,176,600	89	0	89	572,220	50,927,580
2022	9	(807,500)	28	451,013	12,628,375	23	(3,000,000)	83	530,604	44,040,132	38	(2,805,000)	89	583,664	51,946,132
2023	0	(382,500)	9	460,034	4,140,303	0	(1,150,000)	23	541,216	12,447,970	0	(2,090,000)	38	595,338	22,622,832
2024	0	0	0	469,234	0	0	0	0	552,040	0	0	0	0	607,244	0
2025	0	0	0	478,619	0	0	0	0	563,081	0	0	0	0	619,389	0
2026	0	0	0	488,191	0	0	0	0	574,343	0	0	0	0	631,777	0
2027	0	0	0	497,955	0	0	0	0	585,830	0	0	0	0	644,413	0
2028	0	0	0	507,914	0	0	0	0	597,546	0	0	0	0	657,301	0
2029	0	0	0	518,073	0	0	0	0	609,497	0	0	0	0	670,447	0
2030	0	0	0	528,434	0	0	0	0	621,687	0	0	0	0	683,856	0
2031	0	0	0	539,003	0	0	0	0	634,121	0	0	0	0	697,533	0
2032	0	0	0	549,783	0	0	0	0	646,803	0	0	0	0	711,484	0
2033	0	0	0	560,778	0	0	0	0	659,739	0	0	0	0	725,713	0
2034	0	0	0	571,994	0	0	0	0	672,934	0	0	0	0	740,228	0
2035	0	0	0	583,434	0	0	0	0	686,393	0	0	0	0	755,032	0
2036	0	0	0	595,103	0	0	0	0	700,121	0	0	0	0	770,133	0
2037		0	0	607,005	0		0	0	714,123	0		0	0	785,535	0
	84	0	84		37,385,938	244	(0)	244		127,714,702	277	0	277		159,717,544

HESS RANCH METROPOLITAN DISTRICT NOS. 1-3

TO BE KNOWN AS TRAILS AT CROWFOOT METROPOLITAN DISTRICT NOS. 1-3

Development Projection -- Buildout Plan (updated 4/17/19)

YEAR	<u>SFDs 60'</u>										<u>SFDs 70'</u>					<u>Duplex</u>					Residential Summary	
	Incr/(Decr) in					Incr/(Decr) in					Incr/(Decr) in					Total						
	Finished Lot		# Units	Price		Finished Lot		# Units	Price		Finished Lot		# Units	Price		Residential	Total					
	# Lots	Value @	Completed	Inflated @	Market	# Lots	Value @	Completed	Inflated @	Market	# Lots	Value @	Completed	Inflated @	Market	Market Value	Res'l Units					
	Devel'd	10%	100 target	2%	Value	Devel'd	10%	49 target	2%	Value	Devel'd	10%	136 target	2%	Value							
2017	0	0		\$650,000	0	0	0		\$800,000	0	0	0		\$425,000	0	\$0	0					
2018	0	0		650,000	0	0	0		800,000	0	0	0		425,000	0	0	0					
2019	22	1,430,000		650,000	0	11	880,000		800,000	0	32	1,360,000		425,000	0	0	0					
2020	34	780,000	22	663,000	14,586,000	17	480,000	11	816,000	8,976,000	49	722,500	32	433,500	13,872,000	107,941,500	200					
2021	34	0	34	676,260	22,992,840	17	0	17	832,320	14,149,440	49	0	49	442,170	21,666,330	165,293,550	300					
2022	10	(1,560,000)	34	689,785	23,452,697	4	(1,040,000)	17	848,966	14,432,429	6	(1,827,500)	49	451,013	22,099,657	168,599,421	300					
2023	0	(650,000)	10	703,581	7,035,809	0	(320,000)	4	865,946	3,463,783	0	(255,000)	6	460,034	2,760,202	52,470,899	90					
2024	0	0	0	717,653	0	0	0	0	883,265	0	0	0	0	469,234	0	0	0					
2025	0	0	0	732,006	0	0	0	0	900,930	0	0	0	0	478,619	0	0	0					
2026	0	0	0	746,646	0	0	0	0	918,949	0	0	0	0	488,191	0	0	0					
2027	0	0	0	761,579	0	0	0	0	937,328	0	0	0	0	497,955	0	0	0					
2028	0	0	0	776,810	0	0	0	0	956,074	0	0	0	0	507,914	0	0	0					
2029	0	0	0	792,346	0	0	0	0	975,196	0	0	0	0	518,073	0	0	0					
2030	0	0	0	808,193	0	0	0	0	994,699	0	0	0	0	528,434	0	0	0					
2031	0	0	0	824,357	0	0	0	0	1,014,593	0	0	0	0	539,003	0	0	0					
2032	0	0	0	840,844	0	0	0	0	1,034,885	0	0	0	0	549,783	0	0	0					
2033	0	0	0	857,661	0	0	0	0	1,055,583	0	0	0	0	560,778	0	0	0					
2034	0	0	0	874,814	0	0	0	0	1,076,695	0	0	0	0	571,994	0	0	0					
2035	0	0	0	892,311	0	0	0	0	1,098,229	0	0	0	0	583,434	0	0	0					
2036	0	0	0	910,157	0	0	0	0	1,120,193	0	0	0	0	595,103	0	0	0					
2037		0	0	928,360	0		0	0	1,142,597	0		0	0	607,005	0	0	0					
	100	(0)	100		68,067,346	49	0	49		41,021,652	136	(0)	136		60,398,189	494,305,370	890					

HESS RANCH METROPOLITAN DISTRICT NOS. 1-3

TO BE KNOWN AS TRAILS AT CROWFOOT METROPOLITAN DISTRICT NOS. 1-3 Development

Projection -- Buildout Plan (updated 4/17/19)

YEAR	Commercial Development					Commercial Summary			
	<u>Comm'l (tbd)</u>							Annual Market Value	
	Incr/(Decr) in					Total	Total	of Platted/Developed Lots	
	SF	Finished Lot	Square Ft	per Sq Ft,	Market	Commercial	Commercial	Adjustment	Adjusted Value
	Devel'd	Value @	Completed	Inflated @	Value	Market Value	Sq Ft		
		10%	80,000	2%					
2017	0	0		\$200.00	\$0	0	0	0	0
2018	0	0		200.00	0	0	0	0	0
2019	0	0		200.00	0	0	0	0	10,582,500
2020	0	0		204.00	0	0	0	0	5,305,000
2021	0	0		208.08	0	0	0	0	0
2022	80,000	1,600,000		212.24	0	0	0	0	(9,440,000)
2023	0	(1,600,000)	80,000	216.49	17,318,915	17,318,915	80,000	0	(6,447,500)
2024	0	0	0	220.82	0	0	0	0	0
2025	0	0	0	225.23	0	0	0	0	0
2026	0	0	0	229.74	0	0	0	0	0
2027	0	0	0	234.33	0	0	0	0	0
2028	0	0	0	239.02	0	0	0	0	0
2029	0	0	0	243.80	0	0	0	0	0
2030	0	0	0	248.67	0	0	0	0	0
2031	0	0	0	253.65	0	0	0	0	0
2032	0	0	0	258.72	0	0	0	0	0
2033	0	0	0	263.90	0	0	0	0	0
2034	0	0	0	269.17	0	0	0	0	0
2035	0	0	0	274.56	0	0	0	0	0
2036	0	0	0	280.05	0	0	0	0	0
2037		0	0	285.65	0	0	0	0	0
	80,000	0	80,000		17,318,915	17,318,915	80,000	0	0

SOURCES AND USES OF FUNDS

HESS RANCH METROPOLITAN DISTRICT NOS. 1-3
TO BE KNOWN AS TRAILS AT CROWFOOT METROPOLITAN DISTRICT NOS. 1-3
GENERAL OBLIGATION BONDS, SERIES 2020
57.000 (target) District Mills + 5.000 Infrastructure Capital + 5.000 Town Cap. & Maint. Mills
Non-Rated, 100x, 2060 Final Maturity
(SERVICE PLAN: Full Growth + 4.00% Bi-Reassessment Projections)
[Preliminary -- for discussion only]

Dated Date	12/01/2020
Delivery Date	12/01/2020

Sources:

Bond Proceeds:	
Par Amount *	72,055,000.00
	72,055,000.00

Uses:

Project Fund Deposits:	
Project Fund	57,490,800.94
Other Fund Deposits:	
Capitalized Interest Fund	7,565,775.00
Debt Service Reserve Fund	5,257,324.06
	12,823,099.06
Cost of Issuance:	
Other Cost of Issuance	300,000.00
Delivery Date Expenses:	
Underwriter's Discount	1,441,100.00
	72,055,000.00

*Debt Limitation of \$90,068,750.

BOND PRICING

HESS RANCH METROPOLITAN DISTRICT NOS. 1-3
TO BE KNOWN AS TRAILS AT CROWFOOT METROPOLITAN DISTRICT NOS. 1-3
GENERAL OBLIGATION BONDS, SERIES 2020
57.000 (target) District Mills + 5.000 Infrastructure Capital + 5.000 Town Cap. & Maint. Mills
Non-Rate*d, 100x, 2060 Final Maturity
(SERVICE PLAN: Full Growth + 4.00% Bi-Reassessment Projections)
[Preliminary -- for discussion only]

Bond Component	Maturity Date	Amount	Rate*	Yield	Price
Term Bond due 2060:					
	12/01/2028	90,000	4.200%	4.200%	100.000
	12/01/2029	90,000	4.200%	4.200%	100.000
	12/01/2030	220,000	4.200%	4.200%	100.000
	12/01/2031	230,000	4.200%	4.200%	100.000
	12/01/2032	370,000	4.200%	4.200%	100.000
	12/01/2033	385,000	4.200%	4.200%	100.000
	12/01/2034	535,000	4.200%	4.200%	100.000
	12/01/2035	555,000	4.200%	4.200%	100.000
	12/01/2036	720,000	4.200%	4.200%	100.000
	12/01/2037	750,000	4.200%	4.200%	100.000
	12/01/2038	930,000	4.200%	4.200%	100.000
	12/01/2039	970,000	4.200%	4.200%	100.000
	12/01/2040	1,160,000	4.200%	4.200%	100.000
	12/01/2041	1,210,000	4.200%	4.200%	100.000
	12/01/2042	1,415,000	4.200%	4.200%	100.000
	12/01/2043	1,475,000	4.200%	4.200%	100.000
	12/01/2044	1,705,000	4.200%	4.200%	100.000
	12/01/2045	1,775,000	4.200%	4.200%	100.000
	12/01/2046	2,020,000	4.200%	4.200%	100.000
	12/01/2047	2,105,000	4.200%	4.200%	100.000
	12/01/2048	2,370,000	4.200%	4.200%	100.000
	12/01/2049	2,470,000	4.200%	4.200%	100.000
	12/01/2050	2,760,000	4.200%	4.200%	100.000
	12/01/2051	2,875,000	4.200%	4.200%	100.000
	12/01/2052	3,185,000	4.200%	4.200%	100.000
	12/01/2053	3,320,000	4.200%	4.200%	100.000
	12/01/2054	3,660,000	4.200%	4.200%	100.000
	12/01/2055	3,815,000	4.200%	4.200%	100.000
	12/01/2056	4,180,000	4.200%	4.200%	100.000
	12/01/2057	4,355,000	4.200%	4.200%	100.000
	12/01/2058	4,755,000	4.200%	4.200%	100.000
	12/01/2059	4,955,000	4.200%	4.200%	100.000
	12/01/2060	10,645,000	4.200%	4.200%	100.000
		72,055,000			

Dated Date	12/01/2020
Delivery Date	12/01/2020
First Coupon	06/01/2021

Par Amount	72,055,000.00
Original Issue Discount	

Production	72,055,000.00	100.000000%
Underwriter's Discount	-1,441,100.00	-2.000000%

Purchase Price	70,613,900.00	98.000000%
Accrued Interest		

Net Proceeds	70,613,900.00
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[*] 30 Year AAA MMD Index (4/4/2019) = 2.70% + 150bps.

BOND SUMMARY STATISTICS

HESS RANCH METROPOLITAN DISTRICT NOS. 1-3
TO BE KNOWN AS TRAILS AT CROWFOOT METROPOLITAN DISTRICT NOS. 1-3
GENERAL OBLIGATION BONDS, SERIES 2020
57.000 (target) District Mills + 5.000 Infrastructure Capital + 5.000 Town Cap. & Maint. Mills
Non-Rated, 100x, 2060 Final Maturity
(SERVICE PLAN: Full Growth + 4.00% Bi-Reassessment Projections)
[Preliminary -- for discussion only]

Dated Date	12/01/2020
Delivery Date	12/01/2020
First Coupon	06/01/2021
Last Maturity	12/01/2060
Arbitrage Yield	4.200000%
True Interest Cost (TIC)	4.318560%
Net Interest Cost (NIC)	4.200000%
All-In TIC	4.343693%
Average Coupon	4.200000%
Average Life (years)	31.781
Weighted Average Maturity (years)	31.781
Duration of Issue (years)	17.324
Par Amount	72,055,000.00
Bond Proceeds	72,055,000.00
Total Interest	96,179,370.00
Net Interest	97,620,470.00
Bond Years from Dated Date	2,289,985,000.00
Bond Years from Delivery Date	2,289,985,000.00
Total Debt Service	168,234,370.00
Maximum Annual Debt Service	11,092,090.00
Average Annual Debt Service	4,205,859.25
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	20.000000
Total Underwriter's Discount	20.000000
Bid Price	98.000000

Bond Component	Par Value	Price	Average Coupon	Average Life	Average Maturity Date	PV of 1 bp change
Term Bond due 2060	72,055,000.00	100.000	4.200%	31.781	09/12/2052	139,066.15
	72,055,000.00			31.781		139,066.15

	TIC	All-In TIC	Arbitrage Yield
Par Value	72,055,000.00	72,055,000.00	72,055,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount	-1,441,100.00	-1,441,100.00	
- Cost of Issuance Expense		-300,000.00	
- Other Amounts			
Target Value	70,613,900.00	70,313,900.00	72,055,000.00
Target Date	12/01/2020	12/01/2020	12/01/2020
Yield	4.318560%	4.343693%	4.200000%

BOND DEBT SERVICE

HESS RANCH METROPOLITAN DISTRICT NOS. 1-3
TO BE KNOWN AS TRAILS AT CROWFOOT METROPOLITAN DISTRICT NOS. 1-3
GENERAL OBLIGATION BONDS, SERIES 2020
57.000 (target) District Mills + 5.000 Infrastructure Capital + 5.000 Town Cap. & Maint. Mills
Non-Rated, 100x, 2060 Final Maturity
(SERVICE PLAN: Full Growth + 4.00% Bi-Reassessment Projections)
[Preliminary -- for discussion only]

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/01/2021			1,513,155	1,513,155	
12/01/2021			1,513,155	1,513,155	3,026,310
06/01/2022			1,513,155	1,513,155	
12/01/2022			1,513,155	1,513,155	3,026,310
06/01/2023			1,513,155	1,513,155	
12/01/2023			1,513,155	1,513,155	3,026,310
06/01/2024			1,513,155	1,513,155	
12/01/2024			1,513,155	1,513,155	3,026,310
06/01/2025			1,513,155	1,513,155	
12/01/2025			1,513,155	1,513,155	3,026,310
06/01/2026			1,513,155	1,513,155	
12/01/2026			1,513,155	1,513,155	3,026,310
06/01/2027			1,513,155	1,513,155	
12/01/2027			1,513,155	1,513,155	3,026,310
06/01/2028			1,513,155	1,513,155	
12/01/2028	90,000	4.200%	1,513,155	1,603,155	3,116,310
06/01/2029			1,511,265	1,511,265	
12/01/2029	90,000	4.200%	1,511,265	1,601,265	3,112,530
06/01/2030			1,509,375	1,509,375	
12/01/2030	220,000	4.200%	1,509,375	1,729,375	3,238,750
06/01/2031			1,504,755	1,504,755	
12/01/2031	230,000	4.200%	1,504,755	1,734,755	3,239,510
06/01/2032			1,499,925	1,499,925	
12/01/2032	370,000	4.200%	1,499,925	1,869,925	3,369,850
06/01/2033			1,492,155	1,492,155	
12/01/2033	385,000	4.200%	1,492,155	1,877,155	3,369,310
06/01/2034			1,484,070	1,484,070	
12/01/2034	535,000	4.200%	1,484,070	2,019,070	3,503,140
06/01/2035			1,472,835	1,472,835	
12/01/2035	555,000	4.200%	1,472,835	2,027,835	3,500,670
06/01/2036			1,461,180	1,461,180	
12/01/2036	720,000	4.200%	1,461,180	2,181,180	3,642,360
06/01/2037			1,446,060	1,446,060	
12/01/2037	750,000	4.200%	1,446,060	2,196,060	3,642,120
06/01/2038			1,430,310	1,430,310	
12/01/2038	930,000	4.200%	1,430,310	2,360,310	3,790,620
06/01/2039			1,410,780	1,410,780	
12/01/2039	970,000	4.200%	1,410,780	2,380,780	3,791,560
06/01/2040			1,390,410	1,390,410	
12/01/2040	1,160,000	4.200%	1,390,410	2,550,410	3,940,820
06/01/2041			1,366,050	1,366,050	
12/01/2041	1,210,000	4.200%	1,366,050	2,576,050	3,942,100
06/01/2042			1,340,640	1,340,640	
12/01/2042	1,415,000	4.200%	1,340,640	2,755,640	4,096,280
06/01/2043			1,310,925	1,310,925	
12/01/2043	1,475,000	4.200%	1,310,925	2,785,925	4,096,850
06/01/2044			1,279,950	1,279,950	
12/01/2044	1,705,000	4.200%	1,279,950	2,984,950	4,264,900
06/01/2045			1,244,145	1,244,145	
12/01/2045	1,775,000	4.200%	1,244,145	3,019,145	4,263,290
06/01/2046			1,206,870	1,206,870	
12/01/2046	2,020,000	4.200%	1,206,870	3,226,870	4,433,740
06/01/2047			1,164,450	1,164,450	
12/01/2047	2,105,000	4.200%	1,164,450	3,269,450	4,433,900
06/01/2048			1,120,245	1,120,245	
12/01/2048	2,370,000	4.200%	1,120,245	3,490,245	4,610,490
06/01/2049			1,070,475	1,070,475	
12/01/2049	2,470,000	4.200%	1,070,475	3,540,475	4,610,950
06/01/2050			1,018,605	1,018,605	
12/01/2050	2,760,000	4.200%	1,018,605	3,778,605	4,797,210
06/01/2051			960,645	960,645	
12/01/2051	2,875,000	4.200%	960,645	3,835,645	4,796,290
06/01/2052			900,270	900,270	
12/01/2052	3,185,000	4.200%	900,270	4,085,270	4,985,540
06/01/2053			833,385	833,385	
12/01/2053	3,320,000	4.200%	833,385	4,153,385	4,986,770
06/01/2054			763,665	763,665	
12/01/2054	3,660,000	4.200%	763,665	4,423,665	5,187,330
06/01/2055			686,805	686,805	
12/01/2055	3,815,000	4.200%	686,805	4,501,805	5,188,610

BOND DEBT SERVICE

HESS RANCH METROPOLITAN DISTRICT NOS. 1-3
TO BE KNOWN AS TRAILS AT CROWFOOT METROPOLITAN DISTRICT NOS. 1-3
GENERAL OBLIGATION BONDS, SERIES 2020
57.000 (target) District Mills + 5.000 Infrastructure Capital + 5.000 Town Cap. & Maint. Mills
Non-Rated, 100x, 2060 Final Maturity
(SERVICE PLAN: Full Growth + 4.00% Bi-Reassessment Projections)
[Preliminary -- for discussion only]

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/01/2056			606,690	606,690	
12/01/2056	4,180,000	4.200%	606,690	4,786,690	5,393,380
06/01/2057			518,910	518,910	
12/01/2057	4,355,000	4.200%	518,910	4,873,910	5,392,820
06/01/2058			427,455	427,455	
12/01/2058	4,755,000	4.200%	427,455	5,182,455	5,609,910
06/01/2059			327,600	327,600	
12/01/2059	4,955,000	4.200%	327,600	5,282,600	5,610,200
06/01/2060			223,545	223,545	
12/01/2060	10,645,000	4.200%	223,545	10,868,545	11,092,090
	72,055,000		96,179,370	168,234,370	168,234,370

NET DEBT SERVICE

**HESS RANCH METROPOLITAN DISTRICT NOS. 1-3
TO BE KNOWN AS TRAILS AT CROWFOOT METROPOLITAN DISTRICT NOS. 1-3
GENERAL OBLIGATION BONDS, SERIES 2020
57.000 (target) District Mills + 5.000 Infrastructure Capital + 5.000 Town Cap. & Maint. Mills
Non-Rated, 100x, 2060 Final Maturity
(SERVICE PLAN: Full Growth + 4.00% Bi-Reassessment Projections)
[Preliminary -- for discussion only]**

Period Ending	Principal	Interest	Total Debt Service	Debt Service Reserve Fund	Capitalized Interest Fund	Net Debt Service
12/01/2021		3,026,310	3,026,310		3,026,310	
12/01/2022		3,026,310	3,026,310		3,026,310	
12/01/2023		3,026,310	3,026,310		1,513,155	1,513,155.00
12/01/2024		3,026,310	3,026,310			3,026,310.00
12/01/2025		3,026,310	3,026,310			3,026,310.00
12/01/2026		3,026,310	3,026,310			3,026,310.00
12/01/2027		3,026,310	3,026,310			3,026,310.00
12/01/2028	90,000	3,026,310	3,116,310			3,116,310.00
12/01/2029	90,000	3,022,530	3,112,530			3,112,530.00
12/01/2030	220,000	3,018,750	3,238,750			3,238,750.00
12/01/2031	230,000	3,009,510	3,239,510			3,239,510.00
12/01/2032	370,000	2,999,850	3,369,850			3,369,850.00
12/01/2033	385,000	2,984,310	3,369,310			3,369,310.00
12/01/2034	535,000	2,968,140	3,503,140			3,503,140.00
12/01/2035	555,000	2,945,670	3,500,670			3,500,670.00
12/01/2036	720,000	2,922,360	3,642,360			3,642,360.00
12/01/2037	750,000	2,892,120	3,642,120			3,642,120.00
12/01/2038	930,000	2,860,620	3,790,620			3,790,620.00
12/01/2039	970,000	2,821,560	3,791,560			3,791,560.00
12/01/2040	1,160,000	2,780,820	3,940,820			3,940,820.00
12/01/2041	1,210,000	2,732,100	3,942,100			3,942,100.00
12/01/2042	1,415,000	2,681,280	4,096,280			4,096,280.00
12/01/2043	1,475,000	2,621,850	4,096,850			4,096,850.00
12/01/2044	1,705,000	2,559,900	4,264,900			4,264,900.00
12/01/2045	1,775,000	2,488,290	4,263,290			4,263,290.00
12/01/2046	2,020,000	2,413,740	4,433,740			4,433,740.00
12/01/2047	2,105,000	2,328,900	4,433,900			4,433,900.00
12/01/2048	2,370,000	2,240,490	4,610,490			4,610,490.00
12/01/2049	2,470,000	2,140,950	4,610,950			4,610,950.00
12/01/2050	2,760,000	2,037,210	4,797,210			4,797,210.00
12/01/2051	2,875,000	1,921,290	4,796,290			4,796,290.00
12/01/2052	3,185,000	1,800,540	4,985,540			4,985,540.00
12/01/2053	3,320,000	1,666,770	4,986,770			4,986,770.00
12/01/2054	3,660,000	1,527,330	5,187,330			5,187,330.00
12/01/2055	3,815,000	1,373,610	5,188,610			5,188,610.00
12/01/2056	4,180,000	1,213,380	5,393,380			5,393,380.00
12/01/2057	4,355,000	1,037,820	5,392,820			5,392,820.00
12/01/2058	4,755,000	854,910	5,609,910			5,609,910.00
12/01/2059	4,955,000	655,200	5,610,200			5,610,200.00
12/01/2060	10,645,000	447,090	11,092,090	5,257,324.06		5,834,765.94
	72,055,000	96,179,370	168,234,370	5,257,324.06	7,565,775	155,411,270.94

EXHIBIT G

Indemnification Letters

June 17, 2019

Town of Parker
20120 E. Mainstreet
Parker, CO 80138-7334

**RE: Hess Ranch Metropolitan District No. 3, to be known as Trails at Crowfoot
Metropolitan District No. 3**

To the Town Council:

This Indemnification Letter (the "Letter") is delivered by the Hess Ranch Metropolitan District No. 3, to be known as Trails at Crowfoot Metropolitan District No. 3 (the "District") in order to comply with the Amended and Restated Service Plan approved by the Town on June 17, 2019, including all amendments heretofore or hereafter made thereto (the "Service Plan") for the District. The District, for and on behalf of itself and its transferees, successors and assigns, represents, warrants, covenants and agrees to and for the benefit of the Town as follows:

1. The District hereby waives and releases any present or future claims it might have against the Town or the Town's elected or appointed officers, employees, agents, contractors or insurers (the "Released Persons") in any manner related to or connected with the Service Plan or any action or omission with respect thereto. To the fullest extent permitted by law, the District hereby agrees to indemnify and hold harmless the Released Persons from and against any and all liabilities resulting from any and all claims, demands, suits, actions or other proceedings of whatsoever kind or nature made or brought by any third party, including attorneys' fees and expenses and court costs, which directly or indirectly or purportedly arise out of or are in any manner related to or connected with any of the following: (a) the Service Plan or any document or instrument contained or referred to therein; or (b) the formation of the District; or (c) any actions or omissions of the District, HR935, LLC (the "Developer"), or their agents, in connection with the District, including, without limitation, any actions or omissions of the District or Developer, or their agents, in relation to any bonds or other financial obligations of the District or any offering documents or other disclosures made in connection therewith. The District further agrees to investigate, handle, respond to and to provide defense for and defend against, or at the Town's option to pay the attorneys' fees and expenses for counsel of the Town's choice for any such liabilities, claims, demands, suits, actions or other proceedings.

2. It is understood and agreed that neither the District nor the Town waives or intends to waive the monetary limits (presently \$387,000 per person and \$1,093,000 per occurrence) or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., as from time to time amended, or otherwise available to the Town, the District, its officers, or its employees.

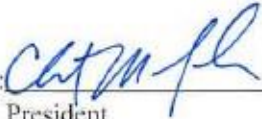
3. The District hereby consents to the Debt Instrument Disclosure Requirements as set forth Section VI.F of the Service Plan, acknowledges the Town's right to modify the required disclosures, and waives and releases the Town from any claims the District might have based on

or relating to the use of or any statements made or to be made in such disclosures (including any modifications thereto).

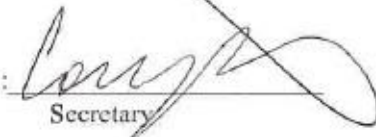
3. This Letter has been duly authorized and executed on behalf of the District.

Very truly yours,

Hess Ranch Metropolitan District No. 3, to be
known as Trails at Crowfoot Metropolitan
District No. 3

By: _____
President

Attest:

By: _____
Secretary

June 17, 2019

Town of Parker
20120 E. Mainstreet
Parker, CO 80138-7334

**RE: Hess Ranch Metropolitan District No. 3, to be known as Trails at Crowfoot
Metropolitan District No. 3**

To the Town Council:

This Indemnification Letter (the "Letter") is delivered by the undersigned (the "Developer") in connection with the review by the Town of Parker (the "Town") of the Amended and Restated Service Plan approved by the Town on June 17, 2019, including all amendments heretofore or hereafter made thereto (the "Service Plan") for the Hess Ranch Metropolitan District No. 3, to be known as Trails at Crowfoot Metropolitan District No. 3 (the "District"). Developer, for and on behalf of itself and its transferees, successors and assigns, represents, warrants, covenants and agrees to and for the benefit of the Town as follows:

1. Developer hereby waives and releases any present or future claims it might have against the Town or the Town's elected or appointed officers, employees, agents, contractors or insurers (the "Released Persons") in any manner related to or connected with the Service Plan or any action or omission with respect thereto. Developer further hereby agrees to indemnify and hold harmless the Released Persons from and against any and all liabilities resulting from any and all claims, demands, suits, actions or other proceedings of whatsoever kind or nature made or brought by any third party, including attorneys' fees and expenses and court costs, which directly or indirectly or purportedly arise out of or are in any manner related to or connected with any of the following: (a) the Service Plan or any document or instrument contained or referred to therein; or (b) the formation of the District; or (c) any actions or omissions of the Developer or the District, or their agents, in connection with the District, including, without limitation, any actions or omissions of the Developer or District, or their agents, in relation to any bonds or other financial obligations of the District or any offering documents or other disclosures made in connection therewith. Developer further agrees to investigate, handle, respond to and to provide defense for and defend against, or at the Town's option to pay the attorneys' fees and expenses for counsel of the Town's choice for any such liabilities, claims, demands, suits, actions or other proceedings.

2. Developer hereby consents to the Debt Instrument Disclosure Requirements as set forth Section VI.F of the Service Plan, acknowledges the Town's right to modify the required disclosures, and waives and releases the Town from any claims Developer might have based on or relating to the use of or any statements made or to be made in such disclosures (including any modifications thereto).

3. This Letter has been duly authorized and executed on behalf of Developer.

Very truly yours,

HR935, LLC, a Colorado limited liability
company. Developer

By:

A handwritten signature in blue ink, appearing to be "Jeff Z..." with a stylized flourish at the end.

Title:

Manager

EXHIBIT H

Intergovernmental Agreement

**AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT
BETWEEN THE TOWN OF PARKER, COLORADO AND
HESS RANCH METROPOLITAN DISTRICT NO. 3
(TO BE KNOWN AS TRAILS AT CROWFOOT METROPOLITAN DISTRICT NO. 3)**

THIS AGREEMENT (the “Agreement”) is made and entered into as of this 17th day of June, 2019, by and between the TOWN OF PARKER, a home rule municipal corporation of the State of Colorado (the “Town”), and the HESS RANCH METROPOLITAN DISTRICT NO. 3 (to be known as TRAILS AT CROWFOOT METROPOLITAN DISTRICT NO. 3), a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”). The Town and the District are collectively referred to as the Parties.

WITNESSETH:

WHEREAS, C.R.S. § 29-1-203 authorizes the Parties to cooperate and contract with one another regarding functions, services and facilities each is authorized to provide; and

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District’s Amended and Restated Service Plan approved by the Town on June 17, 2019 (the “Service Plan”); and

WHEREAS, the Service Plan makes reference to the execution of an intergovernmental agreement between the Town and the District, as required by Chapter 10.11 of the Town Code; and

WHEREAS, the Town entered into that certain Subdivision Agreement (Trails at Crowfoot Filing No. 1 with HR935, LLC (the “Developer”) on October 3, 2018, (the “Development Agreement”), which provides for public improvements that are necessary and desirable for the development contemplated by the Development Agreement; and

WHEREAS, specific regional improvements were identified in the Service Plan and Development Agreement, and as more particularly set forth on Exhibit A (the “Regional Infrastructure”), which Regional Infrastructure the Town has determined is necessary or desirable in connection with the impacts of the development of the Property; and

WHEREAS, pursuant to the Development Agreement, the Town is responsible for constructing and owning the Regional Infrastructure, and the Developer is responsible for providing funding for the construction of the Regional Infrastructure; and

WHEREAS, in accordance with the provisions of the Service Plan, the District has agreed to levy a property tax of 5 mills that will be used for the planning, design and construction of the Regional Infrastructure (the “Infrastructure Capital Mill Levy”), and the District has conducted, or will conduct, an election under Article X, Section 20 of the Colorado Constitution (“TABOR”) to enable it to impose the Infrastructure Capital Mill Levy and to issue debt repayable, in whole or in part, from the Infrastructure Capital Mill Levy; and

WHEREAS, the parties to this Agreement acknowledge the need for the Regional Infrastructure in order to accomplish the comprehensive development of the property located within the District's service area (the "Property"); and

WHEREAS, the parties further acknowledge that the Town will also have certain infrastructure capital and maintenance needs resulting from the development of the Property (the "Town Infrastructure"); and

WHEREAS, in accordance with the provisions of the Service Plan, the District has agreed to levy a property tax of 5 mills that will be used for the planning, design, construction and maintenance of the Town Infrastructure (the "Town Capital and Maintenance Mill Levy"), and the District has conducted, or will conduct, an election under TABOR to enable it to impose the Town Capital and Maintenance Mill Levy; and

WHEREAS, the parties further acknowledge that the District will have certain ongoing administrative and operating obligations, as well as regional maintenance obligations with regard to the Regional Infrastructure, and in accordance with the provisions of the Service Plan, the District has agreed to levy a property tax of up to 10 mills (the "Operation and Maintenance Mill Levy") for such purposes; and

WHEREAS, the Town has approved the final plat for the Property; and

WHEREAS, the Town and the District previously entered into that certain Intergovernmental Agreement with Hess Ranch Metropolitan District Nos. 1-8 dated August 15, 2016, as amended by that First Amendment to Intergovernmental Agreement among the Town and Hess Ranch Metropolitan District Nos. 1-3 dated March 6, 2017 (as amended, the "Original IGA") which Original IGA governed the relationship among the Parties; and

WHEREAS, the Parties have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Agreement ("Agreement") to replace and supersede in its entirety the Original IGA in order to address the utilization of the various mill levies as well as certain other matters related to the organization, powers and authorities of the District; and

WHEREAS, any capitalized term not specifically defined in this Agreement shall have that meaning as set forth in the Service Plan; and

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Infrastructure Capital Mill Levy. The District agrees to impose a property tax of 5 mills that shall be used for the planning, design and construction of the Regional Infrastructure. The utilization of the Infrastructure Capital Mill Levy is set forth on Exhibit A to this Agreement.

2. Town Capital and Maintenance Mill Levy. The District agrees to impose a property tax of 5 mills that shall be used for the planning, design, construction and/or

maintenance of the Town Infrastructure. The utilization of the Infrastructure Capital Mill Levy is set forth on Exhibit B to this Agreement.

3. Operation and Maintenance Mill Levy. The District agrees to impose a property tax of up to 10 mills which shall be retained and used by the District for the ongoing administrative and operating expenses of the District and for the maintenance of certain of the Regional Infrastructure, as set forth on Exhibit C to this Agreement.

4. General Provisions Applicable to the Mill Levies. The Infrastructure Capital Mill Levy and the Town Capital and Maintenance Mill Levy shall be imposed by the District beginning the first year the District certifies a Maximum Debt Mill Levy and shall be subject to the Mill Levy Adjustment. The Operation and Maintenance Mill Levy shall be imposed by the District at the District's discretion but in a manner that will enable the District to perform its administrative and operating obligations and its maintenance obligations in connection with the Regional Infrastructure in a timely and adequate manner. The District acknowledges and agrees that requirement to levy the Infrastructure Capital Mill Levy, the Town Capital and Maintenance Mill Levy and the Operation and Maintenance Mill Levy (together, the "Mill Levies") is a material consideration in, and a condition of, the Town's approval of the District's Service Plan, and that the Town has relied thereon in approving the District's Service Plan. The District specifically agrees that the requirement that the District impose the Mill Levies and to utilize the funds as set forth in this Agreement shall be enforceable by the Town by all remedies available at law or in equity, including without limitation affirmative injunctive relief. The District represents and warrants that it has obtained, or will obtain, all voter authorizations to enable it to impose the Mill Levies, and to pledge the revenues from the Infrastructure Capital Mill Levy and the Town Capital and Maintenance Mill Levy to the repayment of debt issued by either the District or the Town, if and as applicable.

The District shall remit any revenues from the Infrastructure Capital Mill Levy or Town Capital and Maintenance Mill Levy that are due to the Town no later than 30 days after receipt of the same, and the Town shall deposit and maintain any revenues in a separate fund earmarked specifically for use only as set forth in this Agreement (the "Hess Ranch Metropolitan District No. 3 Fund"). The monies in the Hess Ranch Metropolitan District No. 3 Fund shall be applied to any design, planning, engineering, surveying, construction management, labor, materials, operations and administrative costs related to construction of the Regional Infrastructure or the Town Infrastructure, as applicable, as further detailed in this Agreement and the Exhibits attached hereto. On June 30 and December 31 of each year, the Town shall provide to the District an accounting of revenues received from the District attributable to the Infrastructure Capital Mill Levy or Town Capital and Maintenance Mill Levy, along with an itemization of expenditures made in major categories.

5. Operation and Maintenance of the Public Improvements. The District shall dedicate the Public Improvements to the Town or other appropriate jurisdiction or owners association in a manner consistent with the final approved plat, other rules and regulations of the Town, and applicable provisions of the Town Code. The District shall not be authorized to own, operate or maintain any part or all of the Public Improvements, or any other improvements, public or private, unless specifically provided for in this Agreement or separate agreement with the Town.

6. Fire Protection. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless specifically provided for in this Agreement or separate agreement with the Town. This provision shall limit the District's authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system.

7. Television Relay and Translation; Mosquito Control and Other Limitations. Unless specifically provided for in this Agreement or separate agreement with the Town, the District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate, maintain or provide: (a) any television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project; (b) any mosquito control facilities and services; (c) any solid waste disposal, collection and transportation facilities and services; and (d) any security, covenant enforcement and design review services.

8. Construction Standards. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the Town and of federal and state governmental entities having proper jurisdiction. The District will obtain the Town's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

9. Issuance of Privately Placed Debt. Prior to the issuance of any privately placed bonds or other obligations, the payment of which the District has promised to impose an *ad valorem* property tax mill levy ("Debt"), the District shall obtain the certification of an External Financial Advisor substantially as follows:

We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.

We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by the District for the [insert the designation of the Debt] does not exceed a market [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

10. Inclusion and Exclusion. The District shall not include within its boundaries any property outside the Service Area (as defined in the Service Plan) without the prior written consent of the Town Council. The District shall not exclude any property from the District if such exclusion will result, or is reasonably anticipated to result, in detriment to the remaining residents and taxpayers within the District, or to the District's bondholders.

11. Total Debt Issuance. The District, together with Hess Ranch Metropolitan District Nos. 2 and 3, shall not issue Debt in excess of \$90,068,750 in total aggregate principal amount, provided that such limitation shall not be applicable to refunding Bonds issued by the District to refund outstanding Debt. Such limitation shall not apply to the District's pledge of its property tax or specific ownership tax revenues derived from its mill levies to one of the other Districts (as defined in the Service Plan).

12. Monies from Other Governmental Sources. The District shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the Town is eligible to apply for, except as may be specifically provided for herein. This Section shall not apply to specific ownership taxes which shall be distributed to and constitute a revenue source for the District without any limitation.

13. Consolidation; Dissolution. The District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the Town, unless such consolidation is with one of the other Districts, as defined in the Service Plan. The District agrees that it shall take all action necessary to dissolve the District in accordance with the provisions of the Service Plan and applicable state statutes.

14. Service Plan Amendment Requirement. Any action of the District which violates the limitations set forth in Sections V.A.1-13 or VI.B-H of the Service Plan, or which constitutes a material modification under Parker Municipal Code section 10.11.060, shall be deemed to be a material modification to the Service Plan and the Town shall be entitled to all remedies available under State and local law to enjoin any such action(s) of the District. The Town may also seek damages for breach of this Agreement arising from violations by the District of any provision of the Service Plan.

15. Applicable Laws. The District acknowledges that the property within its boundaries shall be subject to all ordinances, rules and regulations of the Town, including without limitation, ordinances, rules and regulations relating to zoning, subdividing, building and land use, and to all related Town land use policies, master plans and related plans.

16. Annual Report. The District shall submit an annual report ("Annual Report") to the Town no later than September 1st of each year following the year in which the Order and Decree creating the District has been issued by the District Court for and in Douglas County, Colorado, pursuant to Parker Municipal Code section 10.11.040 and containing the information set forth in Section VII of the Service Plan. The District shall be not be required to file an annual report if the District has declared inactive status pursuant to Section 32-1-104, C.R.S. The District may file a consolidated Annual Report with one or more of the other Districts.

17. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law, including the Annual Report, shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via Federal Express or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District: WHITE BEAR ANKELE TANAKA & WALDRON
Attn: Kristin B. Tompkins, Esq.
2154 E. Commons Ave., Suite 2000
Centennial, CO 80122
Phone: (303) 858-1800
E-mail: Ktompkins@wbapc.com

To the Town: Town of Parker
Attn: Kristin Schledorn, Deputy Town Attorney
cc: Mary Lou Brown, Finance Director
20120 E. Mainstreet
Parker, CO 80138-7334
Phone: (303) 841-0353
Fax: (303) 840-9792
E-mail: kschledorn@parkeronline.org
mlbrown@parkeronline.org

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

18. Miscellaneous.

A. **Effective Date.** This Agreement shall be in full force and effect and be legally binding upon final approval of the governing bodies of the Parties. No Debt shall be issued by the District until after the effective date of this Agreement.

B. **Nonassignability.** No party to this Agreement may assign any interest therein to any person without the consent of the other party hereto at that time, and the terms of this Agreement shall inure to the benefit of and be binding upon the respective representatives and successors of each party hereto. The pledge by the District of its revenues to one of the other Districts shall not be deemed an assignment hereunder.

C. **Amendments.** This Agreement may be amended from time to time by written amendment, duly authorized and signed by representatives of the parties hereto.

D. **Severability.** If any section, subsection, paragraph, clause, phrase, or other provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause, phase, or other provision shall not affect any of the remaining provisions of this Agreement.

E. Execution of Documents. This Agreement shall be executed in two (2) counterparts, either of which shall be regarded for all purposes as one original. Each party agrees that it will execute any and all deeds, instruments, documents, and resolutions or ordinances necessary to give effect to the terms of this Agreement.

F. Waiver. No waiver by either party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different provision of this Agreement.

G. Default/Remedies. In the event of a breach or default of this Agreement by any party, the non-defaulting party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

H. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado. Venue for all actions brought hereunder shall be in the District Court in and for Douglas County.

I. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

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

K. No Third Party Beneficiaries. No person or entity who or which is not a party to this Agreement will have any right of action under this Agreement.

L. Entirety. This Agreement (including all exhibits) merges and supersedes all prior negotiations, representations, and agreements, including the Original IGA, between the parties hereto relating to the subject matter hereof and this Agreement, together with the Service Plan provisions that serve to supplement or complement this Agreement, constitutes the entire agreement between the Parties concerning the subject matter hereof.

19. Cooperation with Hess Ranch Metropolitan District Nos. 1 and 2. Pursuant to the Service Plan, the Town acknowledges and agrees that the District may cooperate with Hess Ranch Metropolitan District Nos. 1 and 2 for the planning, design, financing, construction, acquisition, operation, or maintenance of the Public Improvements serving the Property, including the Regional Infrastructure, as may be set forth in an intergovernmental agreement among the Districts.

IN WITNESS WHEREOF, this Agreement is executed by the Town and the District as of the date first above written.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

Kristin Schledorn, Deputy Town Attorney

**HESS RANCH METROPOLITAN
DISTRICT NO. 3**, (to be known as TRAILS AT
CROWFOOT METROPOLITAN DISTRICT NO.
3), a quasi-municipal corporation and political
subdivision of the State of Colorado

By: _____
Christian M. Janke, President
Hess Ranch Metropolitan District No. 3

ATTEST:

_____, Secretary

EXHIBIT A

Utilization of Infrastructure Capital Mill Levy

The District shall be required to impose the Infrastructure Capital Mill Levy for as long as the District is in existence. The District shall be authorized to impose the Infrastructure Capital Mill Levy and retain the revenues therefrom for the planning, design, financing, acquisition, or construction of all or a portion of the Regional Infrastructure. The District shall provide the Town notice of any obligation repayable in whole or in part from the Infrastructure Capital Mill Levy no later than 30 days following issuance of such obligation, or for any obligation that pre-dates the date of this Agreement, no later than 30 days following approval of this Agreement.

The District shall be permitted to retain revenues from the Infrastructure Capital Mill Levy received by the District to the extent needed to pay debt service on such obligation in the then-current calendar year. The Town agrees that for economic efficiency in financing the Regional Infrastructure, the District may pledge the Infrastructure Capital Mill Levy along with the District's debt service mill levy for the purposes of financing bonds, notes or other obligations, provided that the proceeds generated from the pledge of the Infrastructure Capital Mill Levy are used only to pay the costs of the Regional Infrastructure. Any revenues from the Infrastructure Capital Mill Levy that are not needed to pay debt service on such obligation in the then-current calendar year shall be remitted to the Town within 30 days of receipt by the District of such revenues.

So long as no obligation of the District is outstanding whereby the revenues derived from the Infrastructure Capital Mill Levy are pledged to the repayment of such obligations, in the event the Town determines that the costs related to the Regional Infrastructure are less than the revenues generated from the Infrastructure Capital Mill Levy, the Town may provide notice to the District no later than October 1 that the District may reduce the Infrastructure Capital Mill Levy as provided in such notice from the Town. Any reduction of either the Infrastructure Capital Mill Levy as a result of such notice from the Town shall not constitute a modification of this Agreement or a material modification of the Service Plan.

Until and unless the District has issued an obligation repayable, in whole or in part, from the Infrastructure Capital Mill Levy, any revenues from the Infrastructure Capital Mill Levy received by the District shall be remitted to the Town within 30 days of receipt by the District of such revenues. Upon maturity of any District obligation repayable in part or in whole from revenues generated by the Infrastructure Capital Mill Levy, such revenues shall be remitted to the Town within 30 days of their receipt by the District.

The Town agrees that the revenues received by the Town from the District from the Infrastructure Capital Mill Levy shall only be used for costs associated with the impacts to the Town of the development within the District pursuant to the terms of this Agreement.

The District is authorized to utilize the revenues from the Infrastructure Capital Mill Levy for the planning, design, financing, acquisition, or construction of the following Regional Infrastructure:

- Regional detention pond and associated improvements to Lemon Gulch;
- Regional open space and regional trails as expressly identified in Paragraph 7 of the Amended and Restated Stroh Ranch/Hess Ranch Annexation Agreement (Southern Property); and

Bayou Gulch Road, Crowfoot Valley Road, and North Pinery Parkway, including associated landscape improvements.

EXHIBIT B

Utilization of Town Capital and Maintenance Mill Levy

The District shall be required to impose the Town Capital and Maintenance Mill Levy for as long as the District is in existence. Any revenues from the Town Capital and Maintenance Mill Levy received by the District shall be remitted to the Town within 30 days of receipt by the District of such revenues.

The Town agrees that the revenues received from the Town Capital and Maintenance Mill Levy shall only be used for costs associated with the impacts to the Town of the development within the District pursuant to the terms of this Agreement.

In the event the Town determines that the costs related to the Town Infrastructure are less than the revenues generated from the Town Capital and Maintenance Mill Levy, the Town may provide notice to the District no later than October 1 that the District may reduce the Town Capital and Maintenance Mill Levy as provided in such notice from the Town. Any reduction of the Town Capital and Maintenance Mill Levy as a result of such notice from the Town shall not constitute a modification of this Agreement or a material modification of the Service Plan.

The Town is authorized to utilize the revenues from the Town Capital and Maintenance Mill Levy for the planning, design, financing, acquisition, construction, operation, and maintenance of the following Town Infrastructure:

- The Park Tract and all associated improvements (Tract DD, Filing No. 1).
- All roadways, storm sewer, and associated items constructed within Town right-of-way.
- Regional roadways serving the District.
- All storm sewer, detention ponds, stream improvements, and other stormwater conveyance infrastructure located on Town, HOA or District-owned property that is eligible for maintenance assistance through the Town's Stormwater Utility.
- Widening of Bayou Gulch Road to a full arterial roadway section through the District boundaries, including additional lanes, sidewalk, curb and gutter, medians, and all other associated items.

The parties agree the Town may modify the list of Town Infrastructure provided in this Exhibit B without amending this Agreement upon advance written notice to the District. The District shall have 30 days to object to such modification. In the event the District fails to object within 30 days of receipt of such notice, the Town may proceed to utilize the revenues from the Town Capital and Maintenance Mill Levy as set forth in such written notice which notice shall become a part of this Agreement by Addendum.

EXHIBIT C

Utilization of Operation and Maintenance Mill Levy

The District shall dedicate the Public Improvements (as defined in the Service Plan) to the Town or other appropriate jurisdiction or owners association in a manner consistent with the Approved Development Plan, Development Agreement and other rules and regulations of the Town and applicable provisions of the Town Code. The District shall be authorized to own, operate and maintain the Public Improvements not otherwise required to be dedicated to the Town or other public entity. If the Public Improvements are owned by an entity other than the District, the Town or other public entity, such entity shall be responsible for the operation and maintenance unless the District agrees to provide for the operation and maintenance of the Public Improvements pursuant to an agreement with such entity.

The District is authorized to impose up to 10 mills for District administrative and operating expenses as well as maintenance of Regional Infrastructure as set forth below. The Operation and Maintenance Mill Levy shall be imposed by the District at the District's discretion but in a manner that will enable the District to perform its administrative and operating obligations and its maintenance obligations in connection with the Regional Infrastructure in a timely and adequate manner.

Drainage Improvements (including detention and storm improvements)
Street Improvements (including roads, curbs, gutters, culverts, sidewalks, bridges, parking facilities, paving, lighting, grading, landscaping, and other street improvements)
Traffic and Safety Controls
Open Space and Trails
Landscaping
Parks and Recreation Improvements and Facilities, including club houses, recreation centers, and swimming pools
Retaining Walls
Irrigation Systems
Streetscape associated with the widening of Bayou Gulch Road

EXHIBIT 2

Affidavit of Publication

Colorado Community Media
750 W. Hampden Ave, Suite 225
Englewood, CO 80110

AFFIDAVIT OF PUBLICATION

State of Colorado
County of Douglas

)ss

This Affidavit of Publication for the Douglas County News Press, a weekly newspaper, printed and published for the County of Douglas, State of Colorado, hereby certifies that the attached legal notice was published in said newspaper once in each week, for 1 successive week(s), the last of which publication was made the 23rd day of May A.D., 2019, and that copies of each number of said paper in which said Public Notice was published were delivered by carriers or transmitted by mail to each of the subscribers of said paper, according to their accustomed mode of business in this office.



for the Douglas County News Press

State of Colorado)
County of Arapahoe

)ss

The above Affidavit and Certificate of Publication was subscribed and sworn to before me by the above named Gerard Healey, publisher of said newspaper, who is personally known to me to be the identical person in the above certificate on 23rd day of May A.D., 2019. Gerard Healey has verified to me that he has adopted an electronic signature to function as his signature on this document.

20134073610-312725

LINDSAY L NICOLETTI
Notary Public
State of Colorado
Notary ID # 20134073610
My Commission Expires 02-22-2022

My Commission Expires 02/22/22

Notary Public

Public Notice

NOTICE OF PUBLIC HEARING
FOR AMENDED AND RESTATED
SERVICE PLANS OF SPECIAL DISTRICTS

IN RE THE AMENDED AND RESTATED
SERVICE PLANS FOR HESS RANCH
METROPOLITAN DISTRICT NOS. 1-3 TO BE
KNOWN AS TRAILS AT CROWFOOT
METROPOLITAN DISTRICT NOS. 1-3, TOWN OF
PARKER, DOUGLAS COUNTY, STATE OF
COLORADO

NOTICE IS HEREBY GIVEN that, pursuant to § 32-1-204(1), C.R.S., three separate Amended and Restated Service Plans (collectively, the "Service Plans") for the Hess Ranch Metropolitan District Nos. 1-3 to be known as Trails at Crowfoot Metropolitan District Nos. 1-3 (collectively, the "Districts") have been filed and are available for public inspection in the office of the Town Clerk of the Town of Parker, Colorado.

A public hearing on the Service Plan will be held by the Town Council on Monday, June 17, 2019, at 7:00 p.m., at Council Chambers 20120 East Mainstreet Parker, CO 80138 Colorado, or as soon thereafter as the Town Council may hear such matter.

The Districts are existing metropolitan districts organized under the provisions of Title 32, Colorado Revised Statutes. The purpose of the Districts is to finance, construct, acquire, own, operate and maintain public improvements such as water, streets, traffic and safety control, sanitation, storm sewers and drainage, parks and recreation, transportation, television relay and translation, mosquito and pest control, security services, covenant enforcement, design review, and other improvements and services within the Districts' boundaries authorized by Title 32, Colorado Revised Statutes, subject to the limitations of the Service Plan. The Maximum Debt Mill Levy will be 57 mills, the Infrastructure Capital Mill Levy is 5 mills, the Town Capital and Maintenance Mill Levy will be 5 mills, and the Operations and Maintenance Mill Levy is anticipated to be 10 mills and will be set forth in an intergovernmental agreement between the Districts and the Town, all subject to the limitations set forth in the Service Plan.

A description of the land contained within the boundaries of the Districts is as follows: approximately 400 acres located on the east side of Crowfoot Valley Road, south of Stroh Road and north of Pradera Parkway, Town of Parker, Douglas County, State of Colorado.

All protests and objections must be submitted in writing to the Town Clerk at or prior to the public hearing or any continuance or postponement thereof in order to be considered. All protests and objections to the Service Plan shall be deemed to be waived unless presented at the time and in the manner specified in Section 32-1-203(3.5), C.R.S.

BY ORDER OF THE TOWN COUNCIL
OF THE TOWN OF PARKER

Affidavit

EXHIBIT 3

Certificate of Mailing of Notice of Hearing to Property Owners and Three Mile Radius Entities

CERTIFICATE OF MAILING NOTICES OF PUBLIC HEARING ON SERVICE PLAN AMENDMENTS

HESS RANCH METROPOLITAN DISTRICT NOS. 1-3, DOUGLAS COUNTY

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

I, Hayley M. Budzinski, of lawful age and duly sworn, state:

1. I am a Paralegal at the law firm of WHITE BEAR ANKELE TANAKA & WALDRON acting on behalf of the Hess Ranch Metropolitan District Nos. 1-3 (the "Districts") in the above captioned matter.
2. On May 21, 2019, I mailed the Notices of Public Hearing on Service Plan Amendments for the Districts to all property owners within the Districts, and municipalities and special districts within a 3-mile radius of the Districts, listed on **Exhibit A** attached hereto.

Signed this 21st day of May, 2019.

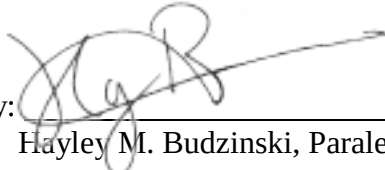
By: 
Hayley M. Budzinski, Paralegal

EXHIBIT A

Listing of Property Owners, Municipalities, and Special Districts

NAME1	ADDRESS1	ADDRESS2	CITY	STATECODE	ZIPCODE
POLESTAR HESS RANCH LLC	8844 PORTICO LN		LONGMONT	CO	805039405
TOWN OF PARKER	20120 E MAINSTREET		PARKER	CO	801387334
TRI POINTE HOMES	PO BOX 57088		IRVINE	CA	926197088
MELODY HOMES INC	9555 S KINGSTON CT STE 200		ENGLEWOOD	CO	801126008
HESS RANCH METRO DISTRICT 1	C/O WHITE BEAR ANKELE TANAKA & WALDRON	2154 E COMMONS AVE STE 2000	CENTENNIAL	CO	801221880
HR935 LLC	7353 S ALTON WAY		CENTENNIAL	CO	801122329
PARKER WATER & SANITATION DISTRICT	19801 E MAINSTREET		PARKER	CO	801387386
DOUGLAS COUNTY BOARD OF COUNTY COMMISSIONERS	100 THIRD ST		CASTLE ROCK	CO	801042425
TAYLOR MORRISON OF COLORADO INC	1420 W CANAL CT STE 170		LITTLETON	CO	801205660
TRAILS AT CROWFOOT MASTER ASSOCIATION INC	4950 S YOSEMITE ST F2-506		GREENWOOD VILLAGE	CO	801111349
KB HOME COLORADO INC	7807 E PEAKVIEW AVE STE 300		CENTENNIAL	CO	801116849
CMCE LLC	7353 S ALTON WAY STE A-100		ENGLEWOOD	CO	801122329
Antelope Heights Metro District	CliftonLarsonAllen LLP	8390 E Crescent Pkwy Ste 300	Greenwood Village	CO	80111
Anthology West Metro District 2	White Bear Ankele Tanaka & Waldron	2154 E Commons Ave Ste 2000	Centennial	CO	80122
Anthology West Metro District 2 Debt Service	White Bear Ankele Tanaka & Waldron	2154 E Commons Ave Ste 2000	Centennial	CO	80122
Anthology West Metro District 3	White Bear Ankele Tanaka & Waldron	2154 E Commons Ave Ste 2000	Centennial	CO	80122
Anthology West Metro District 4	White Bear Ankele Tanaka & Waldron	2154 E Commons Ave Ste 2000	Centennial	CO	80122
Anthology West Metro District 5	White Bear Ankele Tanaka & Waldron	2154 E Commons Ave Ste 2000	Centennial	CO	80122
Anthology West Metro District 6	White Bear Ankele Tanaka & Waldron	2154 E Commons Ave Ste 2000	Centennial	CO	80122
Canyons Metro District 2	White, Bear, Ankele, Tanaka & Waldron	2154 E Commons Ave Ste 2000	Centennial	CO	80122
Canyons Metro District 4	White, Bear, Ankele, Tanaka & Waldron	2154 E Commons Ave Ste 2000	Centennial	CO	80122
Canyons Metro District 5	White, Bear, Ankele, Tanaka & Waldron	2154 E Commons Ave Ste 2000	Centennial	CO	80122
Canyons Metro District 6	White, Bear, Ankele, Tanaka & Waldron	2154 E Commons Ave Ste 2000	Centennial	CO	80122
Canyons Metro District 7	White, Bear, Ankele, Tanaka & Waldron	2154 E Commons Ave Ste 2000	Centennial	CO	80122
Castle Rock Fire Protection District	Spencer Fane LLP	1700 Lincoln St Ste 2000	Denver	CO	80203-4554
Cherry Creek South Metro District 1	Professional Community Mgmt Services	7208 S Tuscan Way Ste 125	Centennial	CO	80112
Cherry Creek South Metro District 10	Professional Community Mgmt Services	7208 S Tuscan Way Ste 125	Centennial	CO	80112
Cherry Creek South Metro District 11	Professional Community Mgmt Services	7208 S Tuscan Way Ste 125	Centennial	CO	80112
Cherry Creek South Metro District 4	Professional Community Mgmt Services	7208 S Tuscan Way Ste 125	Centennial	CO	80112
Cherry Creek South Metro District 5	Professional Community Mgmt Services	7208 S Tuscan Way Ste 125	Centennial	CO	80112
Cherry Creek South Metro District 6	Professional Community Mgmt Services	7208 S Tuscan Way Ste 125	Centennial	CO	80112
Cherry Creek South Metro District 7	Professional Community Mgmt Services	7208 S Tuscan Way Ste 125	Centennial	CO	80112
Cherry Creek South Metro District 8	Professional Community Mgmt Services	7208 S Tuscan Way Ste 125	Centennial	CO	80112
Cherry Creek South Metro District 9	Professional Community Mgmt Services	7208 S Tuscan Way Ste 125	Centennial	CO	80112
Cielo Metro District	Special District Management Services Inc	141 Union Blvd Ste 150	Lakewood	CO	80228
City of Castle Pines		360 Village Square Ln Suite B	Castle Pines	CO	80108
Colorado Horse Park Metro District	White, Bear, Ankele, Tanaka & Waldron	2154 E Commons Ave Ste 2000	Centennial	CO	80122
Crowfoot Valley Ranch Metro District 2	Special District Management Services Inc	141 Union Blvd Ste 150	Lakewood	CO	80228-1898
Denver SE Suburban Water & Sanitation District		5242 Old Schoolhouse Rd	Parker	CO	80134
Douglas County Government	Douglas County Finance	100 Third St	Castle Rock	CO	80104
Douglas County Soil Conservation District		PO Box 688	Franktown	CO	80116
Franktown Fire Protection District		1959 N Hwy 83	Franktown	CO	80116
Hess Ranch Metro District 1	White, Bear, Ankele, Tanaka & Waldron	2154 E Commons Ave Ste 2000	Centennial	CO	80122
Hess Ranch Metro District 2	White, Bear, Ankele, Tanaka & Waldron	2154 E Commons Ave Ste 2000	Centennial	CO	80122
Hess Ranch Metro District 3	White, Bear, Ankele, Tanaka & Waldron	2154 E Commons Ave Ste 2000	Centennial	CO	80122
Hess Ranch Metro District 4	Spencer Fane LLP	1700 Lincoln St Ste 2000	Denver	CO	80203
Hess Ranch Metro District 5	Spencer Fane LLP	1700 Lincoln St Ste 2000	Denver	CO	80203
Hess Ranch Metro District 6	Spencer Fane LLP	1700 Lincoln St Ste 2000	Denver	CO	80203
Hess Ranch Metro District 7	Spencer Fane LLP	1700 Lincoln St Ste 2000	Denver	CO	80203
Hess Ranch Metro District 8	Spencer Fane LLP	1700 Lincoln St Ste 2000	Denver	CO	80203
High Prairie Farms Metro District		1189 S Perry St Ste 220	Castle Rock	CO	80104
Horse Creek Metro District	Special District Management Services Inc	141 Union Blvd Ste 150	Lakewood	CO	80228-1898
Horseshoe Ridge Metro District 1	Spencer Fane LLP	1700 Lincoln St Ste 2000	Denver	CO	80203-4554
Horseshoe Ridge Metro District 2	Spencer Fane LLP	1700 Lincoln St Ste 2000	Denver	CO	80203-4554
Horseshoe Ridge Metro District 3	Spencer Fane LLP	1700 Lincoln St Ste 2000	Denver	CO	80203-4554
Jordan Crossing Metro District	Special District Management Services Inc	141 Union Blvd Ste 150	Lakewood	CO	80228-1898
Maher Ranch Metro District 4	White, Bear, Ankele, Tanaka & Waldron	2154 E Commons Ave Ste 2000	Centennial	CO	80122
Neu Towne Metro District	Simmons & Wheeler PC	304 Inverness Way S Ste 490	Englewood	CO	80112
Overlook Metro District	McGeady Becher PC	450 E 17th Ave Ste 400	Denver	CO	80203
Parker Homestead Metro District	Special District Management Services Inc	141 Union Blvd Ste 150	Lakewood	CO	80228-1898
Parker Water & Sanitation District		18100 E Woodman Dr	Parker	CO	80134
Pine Bluffs Metro District	Koelbel and Company	5291 E Yale Ave	Denver	CO	80222
Pinery Commercial Metro District 1	White, Bear, Ankele, Tanaka & Waldron	2154 E Commons Ave Ste 2000	Centennial	CO	80122
Pinery Commercial Metro District 2	White, Bear, Ankele, Tanaka & Waldron	2154 E Commons Ave Ste 2000	Centennial	CO	80122
Pinery West Metro District 2	White, Bear, Ankele, Tanaka & Waldron	2154 E Commons Ave Ste 2000	Centennial	CO	80122
Pinery West Metro District 3	White, Bear, Ankele, Tanaka & Waldron	2154 E Commons Ave Ste 2000	Centennial	CO	80122
Reata North Metro District		304 Inverness Way S Ste 490	Englewood	CO	80111
Reata Ridge Village Metro District 1	White, Bear, Ankele, Tanaka & Waldron	2154 E Commons Ave Ste 2000	Centennial	CO	80122
Reata Ridge Village Metro District 2	White, Bear, Ankele, Tanaka & Waldron	2154 E Commons Ave Ste 2000	Centennial	CO	80122
Reata South Metro District	Collins Cockrel & Cole PC	390 Union Blvd Ste 400	Lakewood	CO	80228
Regency Metro District	Special District Management Services Inc	141 Union Blvd Ste 150	Lakewood	CO	80228-1898
Regional Transportation District		1600 Blake St	Denver	CO	80202
Robinson Ranch Metro District	Community Resource Services of CO LLC	7995 E Prentice Ave Ste 103E	Greenwood Village	CO	80111
Salisbury Heights Metro District	CliftonLarsonAllen LLP	8390 E Crescent Pkwy Ste 300	Greenwood village	CO	80111
South Metro Fire Rescue Fire Protection District		9195 E Mineral Ave	Centennial	CO	80112
Stone Creek Metro District	Special District Management Services Inc	141 Union Blvd Ste 150	Lakewood	CO	80228-1898
Town of Castle Rock		100 N Wilcox St	Castle Rock	CO	80104
Town of Parker		20120 E Mainstreet	Parker	CO	80138
Urban Drainage & Flood Control District		2480 W 26th Ave Ste 156-B	Denver	CO	80211
Urban Drainage & Flood South Platte		2480 W 26th Ave Ste 156-B	Denver	CO	80211
Village on the Green Metro District 1	Spencer Fane LLP	1700 Lincoln St Ste 2000	Denver	CO	80203-4554
Villages at Castle Rock Metro District 6	Special District Management Services Inc	141 Union Blvd Ste 150	Lakewood	CO	80228-1898
Colorado Division of Local Government		1313 Sherman Street, # 521	Denver	CO	80203

ORDINANCE NO. 9.287, Series of 2019

TITLE: A BILL FOR AN ORDINANCE APPROVING THE INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE TOWN OF PARKER, COLORADO, AND HESS RANCH METROPOLITAN DISTRICT NO. 1 TO BE KNOWN AS TRAILS AT CROWFOOT METROPOLITAN DISTRICT NO. 1

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, ORDAINS:

Section 1. The Town Council of the Town of Parker hereby approves the Amended and Restated Intergovernmental Agreement by and between the Town of Parker and Hess Ranch Metropolitan District No. 1 to be known as Trails at Crowfoot Metropolitan District No. 1, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

Section 2. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained. The Town Council further finds that the title to this Ordinance was posted in two public places two days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

Section 3. Severability. If any clause, sentence, paragraph or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 4. This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2019.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2019.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT 1

AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PARKER, COLORADO AND HESS RANCH METROPOLITAN DISTRICT NO. 1 (TO BE KNOWN AS TRAILS AT CROWFOOT METROPOLITAN DISTRICT NO. 1)

THIS AGREEMENT (the “Agreement”) is made and entered into as of this 17th day of June, 2019, by and between the TOWN OF PARKER, a home rule municipal corporation of the State of Colorado (the “Town”), and the HESS RANCH METROPOLITAN DISTRICT NO. 1 (to be known as TRAILS AT CROWFOOT METROPOLITAN DISTRICT NO. 1), a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”). The Town and the District are collectively referred to as the Parties.

WITNESSETH:

WHEREAS, C.R.S. § 29-1-203 authorizes the Parties to cooperate and contract with one another regarding functions, services and facilities each is authorized to provide; and

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District’s Amended and Restated Service Plan approved by the Town on June 17, 2019 (the “Service Plan”); and

WHEREAS, the Service Plan makes reference to the execution of an intergovernmental agreement between the Town and the District, as required by Chapter 10.11 of the Town Code; and

WHEREAS, the Town entered into that certain Subdivision Agreement (Trails at Crowfoot Filing No. 1 with HR935, LLC (the “Developer”) on October 3, 2018, (the “Development Agreement”), which provides for public improvements that are necessary and desirable for the development contemplated by the Development Agreement; and

WHEREAS, specific regional improvements were identified in the Service Plan and Development Agreement, and as more particularly set forth on Exhibit A (the “Regional Infrastructure”), which Regional Infrastructure the Town has determined is necessary or desirable in connection with the impacts of the development of the Property; and

WHEREAS, pursuant to the Development Agreement, the Town is responsible for constructing and owning the Regional Infrastructure, and the Developer is responsible for providing funding for the construction of the Regional Infrastructure; and

WHEREAS, in accordance with the provisions of the Service Plan, the District has agreed to levy a property tax of 5 mills that will be used for the planning, design and construction of the Regional Infrastructure (the “Infrastructure Capital Mill Levy”), and the District has conducted, or will conduct, an election under Article X, Section 20 of the Colorado Constitution (“TABOR”) to enable it to impose the Infrastructure Capital Mill Levy and to issue debt repayable, in whole or in part, from the Infrastructure Capital Mill Levy; and

WHEREAS, the parties to this Agreement acknowledge the need for the Regional Infrastructure in order to accomplish the comprehensive development of the property located within the District's service area (the "Property"); and

WHEREAS, the parties further acknowledge that the Town will also have certain infrastructure capital and maintenance needs resulting from the development of the Property (the "Town Infrastructure"); and

WHEREAS, in accordance with the provisions of the Service Plan, the District has agreed to levy a property tax of 5 mills that will be used for the planning, design, construction and maintenance of the Town Infrastructure (the "Town Capital and Maintenance Mill Levy"), and the District has conducted, or will conduct, an election under TABOR to enable it to impose the Town Capital and Maintenance Mill Levy; and

WHEREAS, the parties further acknowledge that the District will have certain ongoing administrative and operating obligations, as well as regional maintenance obligations with regard to the Regional Infrastructure, and in accordance with the provisions of the Service Plan, the District has agreed to levy a property tax of up to 10 mills (the "Operation and Maintenance Mill Levy") for such purposes; and

WHEREAS, the Town has approved the final plat for the Property; and

WHEREAS, the Town and the District previously entered into that certain Intergovernmental Agreement with Hess Ranch Metropolitan District Nos. 1-8 dated August 15, 2016, as amended by that First Amendment to Intergovernmental Agreement among the Town and Hess Ranch Metropolitan District Nos. 1-3 dated March 6, 2017 (as amended, the "Original IGA") which Original IGA governed the relationship among the Parties; and

WHEREAS, the Parties have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Agreement ("Agreement") to replace and supersede in its entirety the Original IGA in order to address the utilization of the various mill levies as well as certain other matters related to the organization, powers and authorities of the District; and

WHEREAS, any capitalized term not specifically defined in this Agreement shall have that meaning as set forth in the Service Plan; and

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Infrastructure Capital Mill Levy. The District agrees to impose a property tax of 5 mills that shall be used for the planning, design and construction of the Regional Infrastructure. The utilization of the Infrastructure Capital Mill Levy is set forth on Exhibit A to this Agreement.

2. Town Capital and Maintenance Mill Levy. The District agrees to impose a property tax of 5 mills that shall be used for the planning, design, construction and/or

maintenance of the Town Infrastructure. The utilization of the Infrastructure Capital Mill Levy is set forth on Exhibit B to this Agreement.

3. Operation and Maintenance Mill Levy. The District agrees to impose a property tax of up to 10 mills which shall be retained and used by the District for the ongoing administrative and operating expenses of the District and for the maintenance of certain of the Regional Infrastructure, as set forth on Exhibit C to this Agreement.

4. General Provisions Applicable to the Mill Levies. The Infrastructure Capital Mill Levy and the Town Capital and Maintenance Mill Levy shall be imposed by the District beginning the first year the District certifies a Maximum Debt Mill Levy and shall be subject to the Mill Levy Adjustment. The Operation and Maintenance Mill Levy shall be imposed by the District at the District's discretion but in a manner that will enable the District to perform its administrative and operating obligations and its maintenance obligations in connection with the Regional Infrastructure in a timely and adequate manner. The District acknowledges and agrees that requirement to levy the Infrastructure Capital Mill Levy, the Town Capital and Maintenance Mill Levy and the Operation and Maintenance Mill Levy (together, the "Mill Levies") is a material consideration in, and a condition of, the Town's approval of the District's Service Plan, and that the Town has relied thereon in approving the District's Service Plan. The District specifically agrees that the requirement that the District impose the Mill Levies and to utilize the funds as set forth in this Agreement shall be enforceable by the Town by all remedies available at law or in equity, including without limitation affirmative injunctive relief. The District represents and warrants that it has obtained, or will obtain, all voter authorizations to enable it to impose the Mill Levies, and to pledge the revenues from the Infrastructure Capital Mill Levy and the Town Capital and Maintenance Mill Levy to the repayment of debt issued by either the District or the Town, if and as applicable.

The District shall remit any revenues from the Infrastructure Capital Mill Levy or Town Capital and Maintenance Mill Levy that are due to the Town no later than 30 days after receipt of the same, and the Town shall deposit and maintain any revenues in a separate fund earmarked specifically for use only as set forth in this Agreement (the "Hess Ranch Metropolitan District No. 1 Fund"). The monies in the Hess Ranch Metropolitan District No. 1 Fund shall be applied to any design, planning, engineering, surveying, construction management, labor, materials, operations and administrative costs related to construction of the Regional Infrastructure or the Town Infrastructure, as applicable, as further detailed in this Agreement and the Exhibits attached hereto. On June 30 and December 31 of each year, the Town shall provide to the District an accounting of revenues received from the District attributable to the Infrastructure Capital Mill Levy or Town Capital and Maintenance Mill Levy, along with an itemization of expenditures made in major categories.

5. Operation and Maintenance of the Public Improvements. The District shall dedicate the Public Improvements to the Town or other appropriate jurisdiction or owners association in a manner consistent with the final approved plat, other rules and regulations of the Town, and applicable provisions of the Town Code. The District shall not be authorized to own, operate or maintain any part or all of the Public Improvements, or any other improvements, public or private, unless specifically provided for in this Agreement or separate agreement with the Town.

6. Fire Protection. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless specifically provided for in this Agreement or separate agreement with the Town. This provision shall limit the District's authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system.

7. Television Relay and Translation; Mosquito Control and Other Limitations. Unless specifically provided for in this Agreement or separate agreement with the Town, the District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate, maintain or provide: (a) any television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project; (b) any mosquito control facilities and services; (c) any solid waste disposal, collection and transportation facilities and services; and (d) any security, covenant enforcement and design review services.

8. Construction Standards. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the Town and of federal and state governmental entities having proper jurisdiction. The District will obtain the Town's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

9. Issuance of Privately Placed Debt. Prior to the issuance of any privately placed bonds or other obligations, the payment of which the District has promised to impose an *ad valorem* property tax mill levy ("Debt"), the District shall obtain the certification of an External Financial Advisor substantially as follows:

We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.

We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by the District for the [insert the designation of the Debt] does not exceed a market [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

10. Inclusion and Exclusion. The District shall not include within its boundaries any property outside the Service Area (as defined in the Service Plan) without the prior written consent of the Town Council. The District shall not exclude any property from the District if such exclusion will result, or is reasonably anticipated to result, in detriment to the remaining residents and taxpayers within the District, or to the District's bondholders.

11. Total Debt Issuance. The District, together with Hess Ranch Metropolitan District Nos. 2 and 3, shall not issue Debt in excess of \$90,068,750 in total aggregate principal amount, provided that such limitation shall not be applicable to refunding Bonds issued by the District to refund outstanding Debt. Such limitation shall not apply to the District's pledge of its property tax or specific ownership tax revenues derived from its mill levies to one of the other Districts (as defined in the Service Plan).

12. Monies from Other Governmental Sources. The District shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the Town is eligible to apply for, except as may be specifically provided for herein. This Section shall not apply to specific ownership taxes which shall be distributed to and constitute a revenue source for the District without any limitation.

13. Consolidation; Dissolution. The District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the Town, unless such consolidation is with one of the other Districts, as defined in the Service Plan. The District agrees that it shall take all action necessary to dissolve the District in accordance with the provisions of the Service Plan and applicable state statutes.

14. Service Plan Amendment Requirement. Any action of the District which violates the limitations set forth in Sections V.A.1-13 or VI.B-H of the Service Plan, or which constitutes a material modification under Parker Municipal Code section 10.11.060, shall be deemed to be a material modification to the Service Plan and the Town shall be entitled to all remedies available under State and local law to enjoin any such action(s) of the District. The Town may also seek damages for breach of this Agreement arising from violations by the District of any provision of the Service Plan.

15. Applicable Laws. The District acknowledges that the property within its boundaries shall be subject to all ordinances, rules and regulations of the Town, including without limitation, ordinances, rules and regulations relating to zoning, subdividing, building and land use, and to all related Town land use policies, master plans and related plans.

16. Annual Report. The District shall submit an annual report ("Annual Report") to the Town no later than September 1st of each year following the year in which the Order and Decree creating the District has been issued by the District Court for and in Douglas County, Colorado, pursuant to Parker Municipal Code section 10.11.040 and containing the information set forth in Section VII of the Service Plan. The District shall be not be required to file an annual report if the District has declared inactive status pursuant to Section 32-1-104, C.R.S. The District may file a consolidated Annual Report with one or more of the other Districts.

17. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law, including the Annual Report, shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via Federal Express or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District: WHITE BEAR ANKELE TANAKA & WALDRON
Attn: Kristin B. Tompkins, Esq.
2154 E. Commons Ave., Suite 2000
Centennial, CO 80122
Phone: (303) 858-1800
E-mail: Ktompkins@wbapc.com

To the Town: Town of Parker
Attn: Kristin Schledorn, Deputy Town Attorney
cc: Mary Lou Brown, Finance Director
20120 E. Mainstreet
Parker, CO 80138-7334
Phone: (303) 841-0353
Fax: (303) 840-9792
E-mail: kschledorn@parkeronline.org
mlbrown@parkeronline.org

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

18. Miscellaneous.

A. **Effective Date.** This Agreement shall be in full force and effect and be legally binding upon final approval of the governing bodies of the Parties. No Debt shall be issued by the District until after the effective date of this Agreement.

B. **Nonassignability.** No party to this Agreement may assign any interest therein to any person without the consent of the other party hereto at that time, and the terms of this Agreement shall inure to the benefit of and be binding upon the respective representatives and successors of each party hereto. The pledge by the District of its revenues to one of the other Districts shall not be deemed an assignment hereunder.

C. **Amendments.** This Agreement may be amended from time to time by written amendment, duly authorized and signed by representatives of the parties hereto.

D. **Severability.** If any section, subsection, paragraph, clause, phrase, or other provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause, phrase, or other provision shall not affect any of the remaining provisions of this Agreement.

E. Execution of Documents. This Agreement shall be executed in two (2) counterparts, either of which shall be regarded for all purposes as one original. Each party agrees that it will execute any and all deeds, instruments, documents, and resolutions or ordinances necessary to give effect to the terms of this Agreement.

F. Waiver. No waiver by either party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different provision of this Agreement.

G. Default/Remedies. In the event of a breach or default of this Agreement by any party, the non-defaulting party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

H. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado. Venue for all actions brought hereunder shall be in the District Court in and for Douglas County.

I. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

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

K. No Third Party Beneficiaries. No person or entity who or which is not a party to this Agreement will have any right of action under this Agreement.

L. Entirety. This Agreement (including all exhibits) merges and supersedes all prior negotiations, representations, and agreements, including the Original IGA, between the parties hereto relating to the subject matter hereof and this Agreement, together with the Service Plan provisions that serve to supplement or complement this Agreement, constitutes the entire agreement between the Parties concerning the subject matter hereof.

19. Cooperation with Hess Ranch Metropolitan District Nos. 2 and 3. Pursuant to the Service Plan, the Town acknowledges and agrees that the District may cooperate with Hess Ranch Metropolitan District Nos. 2 and 3 for the planning, design, financing, construction, acquisition, operation, or maintenance of the Public Improvements serving the Property, including the Regional Infrastructure, as may be set forth in an intergovernmental agreement among the Districts.

IN WITNESS WHEREOF, this Agreement is executed by the Town and the District as of the date first above written.

TOWN OF PARKER, COLORADO

_____, Mayor

ATTEST:

_____, Town Clerk

APPROVED AS TO FORM:

_____, Town Attorney

**HESS RANCH METROPOLITAN
DISTRICT NO. 1**, (to be known as TRAILS AT
CROWFOOT METROPOLITAN DISTRICT NO.
1), a quasi-municipal corporation and political
subdivision of the State of Colorado

By: _____
Christian M. Janke, President
Hess Ranch Metropolitan District No. 1

ATTEST:

_____, Secretary

EXHIBIT A

Utilization of Infrastructure Capital Mill Levy

The District shall be required to impose the Infrastructure Capital Mill Levy for as long as the District is in existence. The District shall be authorized to impose the Infrastructure Capital Mill Levy and retain the revenues therefrom for the planning, design, financing, acquisition, or construction of all or a portion of the Regional Infrastructure. The District shall provide the Town notice of any obligation repayable in whole or in part from the Infrastructure Capital Mill Levy no later than 30 days following issuance of such obligation, or for any obligation that pre-dates the date of this Agreement, no later than 30 days following approval of this Agreement.

The District shall be permitted to retain revenues from the Infrastructure Capital Mill Levy received by the District to the extent needed to pay debt service on such obligation in the then-current calendar year. The Town agrees that for economic efficiency in financing the Regional Infrastructure, the District may pledge the Infrastructure Capital Mill Levy along with the District's debt service mill levy for the purposes of financing bonds, notes or other obligations, provided that the proceeds generated from the pledge of the Infrastructure Capital Mill Levy are used only to pay the costs of the Regional Infrastructure. Any revenues from the Infrastructure Capital Mill Levy that are not needed to pay debt service on such obligation in the then-current calendar year shall be remitted to the Town within 30 days of receipt by the District of such revenues.

So long as no obligation of the District is outstanding whereby the revenues derived from the Infrastructure Capital Mill Levy are pledged to the repayment of such obligations, in the event the Town determines that the costs related to the Regional Infrastructure are less than the revenues generated from the Infrastructure Capital Mill Levy, the Town may provide notice to the District no later than October 1 that the District may reduce the Infrastructure Capital Mill Levy as provided in such notice from the Town. Any reduction of either the Infrastructure Capital Mill Levy as a result of such notice from the Town shall not constitute a modification of this Agreement or a material modification of the Service Plan.

Until and unless the District has issued an obligation repayable, in whole or in part, from the Infrastructure Capital Mill Levy, any revenues from the Infrastructure Capital Mill Levy received by the District shall be remitted to the Town within 30 days of receipt by the District of such revenues. Upon maturity of any District obligation repayable in part or in whole from revenues generated by the Infrastructure Capital Mill Levy, such revenues shall be remitted to the Town within 30 days of their receipt by the District.

The Town agrees that the revenues received by the Town from the District from the Infrastructure Capital Mill Levy shall only be used for costs associated with the impacts to the Town of the development within the District pursuant to the terms of this Agreement.

The District is authorized to utilize the revenues from the Infrastructure Capital Mill Levy for the planning, design, financing, acquisition, or construction of the following Regional Infrastructure:

- Regional detention pond and associated improvements to Lemon Gulch;
- Regional open space and regional trails as expressly identified in Paragraph 7 of the Amended and Restated Stroh Ranch/Hess Ranch Annexation Agreement (Southern Property); and

Bayou Gulch Road, Crowfoot Valley Road, and North Pinery Parkway, including associated landscape improvements.

EXHIBIT B

Utilization of Town Capital and Maintenance Mill Levy

The District shall be required to impose the Town Capital and Maintenance Mill Levy for as long as the District is in existence. Any revenues from the Town Capital and Maintenance Mill Levy received by the District shall be remitted to the Town within 30 days of receipt by the District of such revenues.

The Town agrees that the revenues received from the Town Capital and Maintenance Mill Levy shall only be used for costs associated with the impacts to the Town of the development within the District pursuant to the terms of this Agreement.

In the event the Town determines that the costs related to the Town Infrastructure are less than the revenues generated from the Town Capital and Maintenance Mill Levy, the Town may provide notice to the District no later than October 1 that the District may reduce the Town Capital and Maintenance Mill Levy as provided in such notice from the Town. Any reduction of the Town Capital and Maintenance Mill Levy as a result of such notice from the Town shall not constitute a modification of this Agreement or a material modification of the Service Plan.

The Town is authorized to utilize the revenues from the Town Capital and Maintenance Mill Levy for the planning, design, financing, acquisition, construction, operation, and maintenance of the following Town Infrastructure:

- The Park Tract and all associated improvements (Tract DD, Filing No. 1).
- All roadways, storm sewer, and associated items constructed within Town right-of-way.
- Regional roadways serving the District.
- All storm sewer, detention ponds, stream improvements, and other stormwater conveyance infrastructure located on Town, HOA or District-owned property that is eligible for maintenance assistance through the Town's Stormwater Utility.
- Widening of Bayou Gulch Road to a full arterial roadway section through the District boundaries, including additional lanes, sidewalk, curb and gutter, medians, and all other associated items.

The parties agree the Town may modify the list of Town Infrastructure provided in this Exhibit B without amending this Agreement upon advance written notice to the District. The District shall have 30 days to object to such modification. In the event the District fails to object within 30 days of receipt of such notice, the Town may proceed to utilize the revenues from the Town Capital and Maintenance Mill Levy as set forth in such written notice which notice shall become a part of this Agreement by Addendum.

EXHIBIT C

Utilization of Operation and Maintenance Mill Levy

The District shall dedicate the Public Improvements (as defined in the Service Plan) to the Town or other appropriate jurisdiction or owners association in a manner consistent with the Approved Development Plan, Development Agreement and other rules and regulations of the Town and applicable provisions of the Town Code. The District shall be authorized to own, operate and maintain the Public Improvements not otherwise required to be dedicated to the Town or other public entity. If the Public Improvements are owned by an entity other than the District, the Town or other public entity, such entity shall be responsible for the operation and maintenance unless the District agrees to provide for the operation and maintenance of the Public Improvements pursuant to an agreement with such entity.

The District is authorized to impose up to 10 mills for District administrative and operating expenses as well as maintenance of Regional Infrastructure as set forth below. The Operation and Maintenance Mill Levy shall be imposed by the District at the District's discretion but in a manner that will enable the District to perform its administrative and operating obligations and its maintenance obligations in connection with the Regional Infrastructure in a timely and adequate manner.

Drainage Improvements (including detention and storm improvements)
Street Improvements (including roads, curbs, gutters, culverts, sidewalks, bridges, parking facilities, paving, lighting, grading, landscaping, and other street improvements)
Traffic and Safety Controls
Open Space and Trails
Landscaping
Parks and Recreation Improvements and Facilities, including club houses, recreation centers, and swimming pools
Retaining Walls
Irrigation Systems
Streetscape associated with the widening of Bayou Gulch Road

ORDINANCE NO. 9.288, Series of 2019

TITLE: A BILL FOR AN ORDINANCE APPROVING THE INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE TOWN OF PARKER, COLORADO, AND HESS RANCH METROPOLITAN DISTRICT NO. 2 TO BE KNOWN AS TRAILS AT CROWFOOT METROPOLITAN DISTRICT NO. 2

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, ORDAINS:

Section 1. The Town Council of the Town of Parker hereby approves the Amended and Restated Intergovernmental Agreement by and between the Town of Parker and Hess Ranch Metropolitan District No. 2 to be known as Trails at Crowfoot Metropolitan District No. 2, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

Section 2. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained. The Town Council further finds that the title to this Ordinance was posted in two public places two days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

Section 3. Severability. If any clause, sentence, paragraph or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 4. This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2019.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2019.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT 1

AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PARKER, COLORADO AND HESS RANCH METROPOLITAN DISTRICT NO. 2 (TO BE KNOWN AS TRAILS AT CROWFOOT METROPOLITAN DISTRICT NO. 2)

THIS AGREEMENT (the “Agreement”) is made and entered into as of this 17th day of June, 2019, by and between the TOWN OF PARKER, a home rule municipal corporation of the State of Colorado (the “Town”), and the HESS RANCH METROPOLITAN DISTRICT NO. 2 (to be known as TRAILS AT CROWFOOT METROPOLITAN DISTRICT NO. 2), a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”). The Town and the District are collectively referred to as the Parties.

WITNESSETH:

WHEREAS, C.R.S. § 29-1-203 authorizes the Parties to cooperate and contract with one another regarding functions, services and facilities each is authorized to provide; and

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District’s Amended and Restated Service Plan approved by the Town on June 17, 2019 (the “Service Plan”); and

WHEREAS, the Service Plan makes reference to the execution of an intergovernmental agreement between the Town and the District, as required by Chapter 10.11 of the Town Code; and

WHEREAS, the Town entered into that certain Subdivision Agreement (Trails at Crowfoot Filing No. 1 with HR935, LLC (the “Developer”) on October 3, 2018, (the “Development Agreement”), which provides for public improvements that are necessary and desirable for the development contemplated by the Development Agreement; and

WHEREAS, specific regional improvements were identified in the Service Plan and Development Agreement, and as more particularly set forth on Exhibit A (the “Regional Infrastructure”), which Regional Infrastructure the Town has determined is necessary or desirable in connection with the impacts of the development of the Property; and

WHEREAS, pursuant to the Development Agreement, the Town is responsible for constructing and owning the Regional Infrastructure, and the Developer is responsible for providing funding for the construction of the Regional Infrastructure; and

WHEREAS, in accordance with the provisions of the Service Plan, the District has agreed to levy a property tax of 5 mills that will be used for the planning, design and construction of the Regional Infrastructure (the “Infrastructure Capital Mill Levy”), and the District has conducted, or will conduct, an election under Article X, Section 20 of the Colorado Constitution (“TABOR”) to enable it to impose the Infrastructure Capital Mill Levy and to issue debt repayable, in whole or in part, from the Infrastructure Capital Mill Levy; and

WHEREAS, the parties to this Agreement acknowledge the need for the Regional Infrastructure in order to accomplish the comprehensive development of the property located within the District's service area (the "Property"); and

WHEREAS, the parties further acknowledge that the Town will also have certain infrastructure capital and maintenance needs resulting from the development of the Property (the "Town Infrastructure"); and

WHEREAS, in accordance with the provisions of the Service Plan, the District has agreed to levy a property tax of 5 mills that will be used for the planning, design, construction and maintenance of the Town Infrastructure (the "Town Capital and Maintenance Mill Levy"), and the District has conducted, or will conduct, an election under TABOR to enable it to impose the Town Capital and Maintenance Mill Levy; and

WHEREAS, the parties further acknowledge that the District will have certain ongoing administrative and operating obligations, as well as regional maintenance obligations with regard to the Regional Infrastructure, and in accordance with the provisions of the Service Plan, the District has agreed to levy a property tax of up to 10 mills (the "Operation and Maintenance Mill Levy") for such purposes; and

WHEREAS, the Town has approved the final plat for the Property; and

WHEREAS, the Town and the District previously entered into that certain Intergovernmental Agreement with Hess Ranch Metropolitan District Nos. 1-8 dated August 15, 2016, as amended by that First Amendment to Intergovernmental Agreement among the Town and Hess Ranch Metropolitan District Nos. 1-3 dated March 6, 2017 (as amended, the "Original IGA") which Original IGA governed the relationship among the Parties; and

WHEREAS, the Parties have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Agreement ("Agreement") to replace and supersede in its entirety the Original IGA in order to address the utilization of the various mill levies as well as certain other matters related to the organization, powers and authorities of the District; and

WHEREAS, any capitalized term not specifically defined in this Agreement shall have that meaning as set forth in the Service Plan; and

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Infrastructure Capital Mill Levy. The District agrees to impose a property tax of 5 mills that shall be used for the planning, design and construction of the Regional Infrastructure. The utilization of the Infrastructure Capital Mill Levy is set forth on Exhibit A to this Agreement.

2. Town Capital and Maintenance Mill Levy. The District agrees to impose a property tax of 5 mills that shall be used for the planning, design, construction and/or

maintenance of the Town Infrastructure. The utilization of the Infrastructure Capital Mill Levy is set forth on Exhibit B to this Agreement.

3. Operation and Maintenance Mill Levy. The District agrees to impose a property tax of up to 10 mills which shall be retained and used by the District for the ongoing administrative and operating expenses of the District and for the maintenance of certain of the Regional Infrastructure, as set forth on Exhibit C to this Agreement.

4. General Provisions Applicable to the Mill Levies. The Infrastructure Capital Mill Levy and the Town Capital and Maintenance Mill Levy shall be imposed by the District beginning the first year the District certifies a Maximum Debt Mill Levy and shall be subject to the Mill Levy Adjustment. The Operation and Maintenance Mill Levy shall be imposed by the District at the District's discretion but in a manner that will enable the District to perform its administrative and operating obligations and its maintenance obligations in connection with the Regional Infrastructure in a timely and adequate manner. The District acknowledges and agrees that requirement to levy the Infrastructure Capital Mill Levy, the Town Capital and Maintenance Mill Levy and the Operation and Maintenance Mill Levy (together, the "Mill Levies") is a material consideration in, and a condition of, the Town's approval of the District's Service Plan, and that the Town has relied thereon in approving the District's Service Plan. The District specifically agrees that the requirement that the District impose the Mill Levies and to utilize the funds as set forth in this Agreement shall be enforceable by the Town by all remedies available at law or in equity, including without limitation affirmative injunctive relief. The District represents and warrants that it has obtained, or will obtain, all voter authorizations to enable it to impose the Mill Levies, and to pledge the revenues from the Infrastructure Capital Mill Levy and the Town Capital and Maintenance Mill Levy to the repayment of debt issued by either the District or the Town, if and as applicable.

The District shall remit any revenues from the Infrastructure Capital Mill Levy or Town Capital and Maintenance Mill Levy that are due to the Town no later than 30 days after receipt of the same, and the Town shall deposit and maintain any revenues in a separate fund earmarked specifically for use only as set forth in this Agreement (the "Hess Ranch Metropolitan District No. 2 Fund"). The monies in the Hess Ranch Metropolitan District No. 2 Fund shall be applied to any design, planning, engineering, surveying, construction management, labor, materials, operations and administrative costs related to construction of the Regional Infrastructure or the Town Infrastructure, as applicable, as further detailed in this Agreement and the Exhibits attached hereto. On June 30 and December 31 of each year, the Town shall provide to the District an accounting of revenues received from the District attributable to the Infrastructure Capital Mill Levy or Town Capital and Maintenance Mill Levy, along with an itemization of expenditures made in major categories.

5. Operation and Maintenance of the Public Improvements. The District shall dedicate the Public Improvements to the Town or other appropriate jurisdiction or owners association in a manner consistent with the final approved plat, other rules and regulations of the Town, and applicable provisions of the Town Code. The District shall not be authorized to own, operate or maintain any part or all of the Public Improvements, or any other improvements, public or private, unless specifically provided for in this Agreement or separate agreement with the Town.

6. Fire Protection. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless specifically provided for in this Agreement or separate agreement with the Town. This provision shall limit the District's authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system.

7. Television Relay and Translation; Mosquito Control and Other Limitations. Unless specifically provided for in this Agreement or separate agreement with the Town, the District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate, maintain or provide: (a) any television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project; (b) any mosquito control facilities and services; (c) any solid waste disposal, collection and transportation facilities and services; and (d) any security, covenant enforcement and design review services.

8. Construction Standards. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the Town and of federal and state governmental entities having proper jurisdiction. The District will obtain the Town's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

9. Issuance of Privately Placed Debt. Prior to the issuance of any privately placed bonds or other obligations, the payment of which the District has promised to impose an *ad valorem* property tax mill levy ("Debt"), the District shall obtain the certification of an External Financial Advisor substantially as follows:

We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.

We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by the District for the [insert the designation of the Debt] does not exceed a market [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

10. Inclusion and Exclusion. The District shall not include within its boundaries any property outside the Service Area (as defined in the Service Plan) without the prior written consent of the Town Council. The District shall not exclude any property from the District if such exclusion will result, or is reasonably anticipated to result, in detriment to the remaining residents and taxpayers within the District, or to the District's bondholders.

11. Total Debt Issuance. The District, together with Hess Ranch Metropolitan District Nos. 2 and 3, shall not issue Debt in excess of \$90,068,750 in total aggregate principal amount, provided that such limitation shall not be applicable to refunding Bonds issued by the District to refund outstanding Debt. Such limitation shall not apply to the District's pledge of its property tax or specific ownership tax revenues derived from its mill levies to one of the other Districts (as defined in the Service Plan).

12. Monies from Other Governmental Sources. The District shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the Town is eligible to apply for, except as may be specifically provided for herein. This Section shall not apply to specific ownership taxes which shall be distributed to and constitute a revenue source for the District without any limitation.

13. Consolidation; Dissolution. The District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the Town, unless such consolidation is with one of the other Districts, as defined in the Service Plan. The District agrees that it shall take all action necessary to dissolve the District in accordance with the provisions of the Service Plan and applicable state statutes.

14. Service Plan Amendment Requirement. Any action of the District which violates the limitations set forth in Sections V.A.1-13 or VI.B-H of the Service Plan, or which constitutes a material modification under Parker Municipal Code section 10.11.060, shall be deemed to be a material modification to the Service Plan and the Town shall be entitled to all remedies available under State and local law to enjoin any such action(s) of the District. The Town may also seek damages for breach of this Agreement arising from violations by the District of any provision of the Service Plan.

15. Applicable Laws. The District acknowledges that the property within its boundaries shall be subject to all ordinances, rules and regulations of the Town, including without limitation, ordinances, rules and regulations relating to zoning, subdividing, building and land use, and to all related Town land use policies, master plans and related plans.

16. Annual Report. The District shall submit an annual report ("Annual Report") to the Town no later than September 1st of each year following the year in which the Order and Decree creating the District has been issued by the District Court for and in Douglas County, Colorado, pursuant to Parker Municipal Code section 10.11.040 and containing the information set forth in Section VII of the Service Plan. The District shall be not be required to file an annual report if the District has declared inactive status pursuant to Section 32-1-104, C.R.S. The District may file a consolidated Annual Report with one or more of the other Districts.

17. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law, including the Annual Report, shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via Federal Express or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District: WHITE BEAR ANKELE TANAKA & WALDRON
Attn: Kristin B. Tompkins, Esq.
2154 E. Commons Ave., Suite 2000
Centennial, CO 80122
Phone: (303) 858-1800
E-mail: Ktompkins@wbapc.com

To the Town: Town of Parker
Attn: Kristin Schledorn, Deputy Town Attorney
cc: Mary Lou Brown, Finance Director
20120 E. Mainstreet
Parker, CO 80138-7334
Phone: (303) 841-0353
Fax: (303) 840-9792
E-mail: kschledorn@parkeronline.org
mlbrown@parkeronline.org

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

18. Miscellaneous.

A. **Effective Date.** This Agreement shall be in full force and effect and be legally binding upon final approval of the governing bodies of the Parties. No Debt shall be issued by the District until after the effective date of this Agreement.

B. **Nonassignability.** No party to this Agreement may assign any interest therein to any person without the consent of the other party hereto at that time, and the terms of this Agreement shall inure to the benefit of and be binding upon the respective representatives and successors of each party hereto. The pledge by the District of its revenues to one of the other Districts shall not be deemed an assignment hereunder.

C. **Amendments.** This Agreement may be amended from time to time by written amendment, duly authorized and signed by representatives of the parties hereto.

D. **Severability.** If any section, subsection, paragraph, clause, phrase, or other provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause, phase, or other provision shall not affect any of the remaining provisions of this Agreement.

E. Execution of Documents. This Agreement shall be executed in two (2) counterparts, either of which shall be regarded for all purposes as one original. Each party agrees that it will execute any and all deeds, instruments, documents, and resolutions or ordinances necessary to give effect to the terms of this Agreement.

F. Waiver. No waiver by either party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different provision of this Agreement.

G. Default/Remedies. In the event of a breach or default of this Agreement by any party, the non-defaulting party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

H. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado. Venue for all actions brought hereunder shall be in the District Court in and for Douglas County.

I. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

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

K. No Third Party Beneficiaries. No person or entity who or which is not a party to this Agreement will have any right of action under this Agreement.

L. Entirety. This Agreement (including all exhibits) merges and supersedes all prior negotiations, representations, and agreements, including the Original IGA, between the parties hereto relating to the subject matter hereof and this Agreement, together with the Service Plan provisions that serve to supplement or complement this Agreement, constitutes the entire agreement between the Parties concerning the subject matter hereof.

19. Cooperation with Hess Ranch Metropolitan District Nos. 1 and 3. Pursuant to the Service Plan, the Town acknowledges and agrees that the District may cooperate with Hess Ranch Metropolitan District Nos. 1 and 3 for the planning, design, financing, construction, acquisition, operation, or maintenance of the Public Improvements serving the Property, including the Regional Infrastructure, as may be set forth in an intergovernmental agreement among the Districts.

IN WITNESS WHEREOF, this Agreement is executed by the Town and the District as of the date first above written.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

Kristin Schledorn, Deputy Town Attorney

**HESS RANCH METROPOLITAN
DISTRICT NO. 2**, (to be known as TRAILS AT
CROWFOOT METROPOLITAN DISTRICT NO.
2), a quasi-municipal corporation and political
subdivision of the State of Colorado

By: _____
Christian M. Janke, President
Hess Ranch Metropolitan District No. 2

ATTEST:

_____, Secretary

EXHIBIT A

Utilization of Infrastructure Capital Mill Levy

The District shall be required to impose the Infrastructure Capital Mill Levy for as long as the District is in existence. The District shall be authorized to impose the Infrastructure Capital Mill Levy and retain the revenues therefrom for the planning, design, financing, acquisition, or construction of all or a portion of the Regional Infrastructure. The District shall provide the Town notice of any obligation repayable in whole or in part from the Infrastructure Capital Mill Levy no later than 30 days following issuance of such obligation, or for any obligation that pre-dates the date of this Agreement, no later than 30 days following approval of this Agreement.

The District shall be permitted to retain revenues from the Infrastructure Capital Mill Levy received by the District to the extent needed to pay debt service on such obligation in the then-current calendar year. The Town agrees that for economic efficiency in financing the Regional Infrastructure, the District may pledge the Infrastructure Capital Mill Levy along with the District's debt service mill levy for the purposes of financing bonds, notes or other obligations, provided that the proceeds generated from the pledge of the Infrastructure Capital Mill Levy are used only to pay the costs of the Regional Infrastructure. Any revenues from the Infrastructure Capital Mill Levy that are not needed to pay debt service on such obligation in the then-current calendar year shall be remitted to the Town within 30 days of receipt by the District of such revenues.

So long as no obligation of the District is outstanding whereby the revenues derived from the Infrastructure Capital Mill Levy are pledged to the repayment of such obligations, in the event the Town determines that the costs related to the Regional Infrastructure are less than the revenues generated from the Infrastructure Capital Mill Levy, the Town may provide notice to the District no later than October 1 that the District may reduce the Infrastructure Capital Mill Levy as provided in such notice from the Town. Any reduction of either the Infrastructure Capital Mill Levy as a result of such notice from the Town shall not constitute a modification of this Agreement or a material modification of the Service Plan.

Until and unless the District has issued an obligation repayable, in whole or in part, from the Infrastructure Capital Mill Levy, any revenues from the Infrastructure Capital Mill Levy received by the District shall be remitted to the Town within 30 days of receipt by the District of such revenues. Upon maturity of any District obligation repayable in part or in whole from revenues generated by the Infrastructure Capital Mill Levy, such revenues shall be remitted to the Town within 30 days of their receipt by the District.

The Town agrees that the revenues received by the Town from the District from the Infrastructure Capital Mill Levy shall only be used for costs associated with the impacts to the Town of the development within the District pursuant to the terms of this Agreement.

The District is authorized to utilize the revenues from the Infrastructure Capital Mill Levy for the planning, design, financing, acquisition, or construction of the following Regional Infrastructure:

- Regional detention pond and associated improvements to Lemon Gulch;
- Regional open space and regional trails as expressly identified in Paragraph 7 of the Amended and Restated Stroh Ranch/Hess Ranch Annexation Agreement (Southern Property); and

Bayou Gulch Road, Crowfoot Valley Road, and North Pinery Parkway, including associated landscape improvements.

EXHIBIT B

Utilization of Town Capital and Maintenance Mill Levy

The District shall be required to impose the Town Capital and Maintenance Mill Levy for as long as the District is in existence. Any revenues from the Town Capital and Maintenance Mill Levy received by the District shall be remitted to the Town within 30 days of receipt by the District of such revenues.

The Town agrees that the revenues received from the Town Capital and Maintenance Mill Levy shall only be used for costs associated with the impacts to the Town of the development within the District pursuant to the terms of this Agreement.

In the event the Town determines that the costs related to the Town Infrastructure are less than the revenues generated from the Town Capital and Maintenance Mill Levy, the Town may provide notice to the District no later than October 1 that the District may reduce the Town Capital and Maintenance Mill Levy as provided in such notice from the Town. Any reduction of the Town Capital and Maintenance Mill Levy as a result of such notice from the Town shall not constitute a modification of this Agreement or a material modification of the Service Plan.

The Town is authorized to utilize the revenues from the Town Capital and Maintenance Mill Levy for the planning, design, financing, acquisition, construction, operation, and maintenance of the following Town Infrastructure:

- The Park Tract and all associated improvements (Tract DD, Filing No. 1).
- All roadways, storm sewer, and associated items constructed within Town right-of-way.
- Regional roadways serving the District.
- All storm sewer, detention ponds, stream improvements, and other stormwater conveyance infrastructure located on Town, HOA or District-owned property that is eligible for maintenance assistance through the Town's Stormwater Utility.
- Widening of Bayou Gulch Road to a full arterial roadway section through the District boundaries, including additional lanes, sidewalk, curb and gutter, medians, and all other associated items.

The parties agree the Town may modify the list of Town Infrastructure provided in this Exhibit B without amending this Agreement upon advance written notice to the District. The District shall have 30 days to object to such modification. In the event the District fails to object within 30 days of receipt of such notice, the Town may proceed to utilize the revenues from the Town Capital and Maintenance Mill Levy as set forth in such written notice which notice shall become a part of this Agreement by Addendum.

EXHIBIT C

Utilization of Operation and Maintenance Mill Levy

The District shall dedicate the Public Improvements (as defined in the Service Plan) to the Town or other appropriate jurisdiction or owners association in a manner consistent with the Approved Development Plan, Development Agreement and other rules and regulations of the Town and applicable provisions of the Town Code. The District shall be authorized to own, operate and maintain the Public Improvements not otherwise required to be dedicated to the Town or other public entity. If the Public Improvements are owned by an entity other than the District, the Town or other public entity, such entity shall be responsible for the operation and maintenance unless the District agrees to provide for the operation and maintenance of the Public Improvements pursuant to an agreement with such entity.

The District is authorized to impose up to 10 mills for District administrative and operating expenses as well as maintenance of Regional Infrastructure as set forth below. The Operation and Maintenance Mill Levy shall be imposed by the District at the District's discretion but in a manner that will enable the District to perform its administrative and operating obligations and its maintenance obligations in connection with the Regional Infrastructure in a timely and adequate manner.

Drainage Improvements (including detention and storm improvements)
Street Improvements (including roads, curbs, gutters, culverts, sidewalks, bridges, parking facilities, paving, lighting, grading, landscaping, and other street improvements)
Traffic and Safety Controls
Open Space and Trails
Landscaping
Parks and Recreation Improvements and Facilities, including club houses, recreation centers, and swimming pools
Retaining Walls
Irrigation Systems
Streetscape associated with the widening of Bayou Gulch Road

ORDINANCE NO. 9.289, Series of 2019

TITLE: A BILL FOR AN ORDINANCE APPROVING THE INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE TOWN OF PARKER, COLORADO, AND HESS RANCH METROPOLITAN DISTRICT NO. 3 TO BE KNOWN AS TRAILS AT CROWFOOT METROPOLITAN DISTRICT NO. 3

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, ORDAINS:

Section 1. The Town Council of the Town of Parker hereby approves the Amended and Restated Intergovernmental Agreement by and between the Town of Parker and Hess Ranch Metropolitan District No. 3 to be known as Trails at Crowfoot Metropolitan District No. 3, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

Section 2. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained. The Town Council further finds that the title to this Ordinance was posted in two public places two days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

Section 3. Severability. If any clause, sentence, paragraph or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 4. This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2019.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2019.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT 1

AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PARKER, COLORADO AND HESS RANCH METROPOLITAN DISTRICT NO. 3 (TO BE KNOWN AS TRAILS AT CROWFOOT METROPOLITAN DISTRICT NO. 3)

THIS AGREEMENT (the “Agreement”) is made and entered into as of this 17th day of June, 2019, by and between the TOWN OF PARKER, a home rule municipal corporation of the State of Colorado (the “Town”), and the HESS RANCH METROPOLITAN DISTRICT NO. 3 (to be known as TRAILS AT CROWFOOT METROPOLITAN DISTRICT NO. 3), a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”). The Town and the District are collectively referred to as the Parties.

WITNESSETH:

WHEREAS, C.R.S. § 29-1-203 authorizes the Parties to cooperate and contract with one another regarding functions, services and facilities each is authorized to provide; and

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District’s Amended and Restated Service Plan approved by the Town on June 17, 2019 (the “Service Plan”); and

WHEREAS, the Service Plan makes reference to the execution of an intergovernmental agreement between the Town and the District, as required by Chapter 10.11 of the Town Code; and

WHEREAS, the Town entered into that certain Subdivision Agreement (Trails at Crowfoot Filing No. 1 with HR935, LLC (the “Developer”) on October 3, 2018, (the “Development Agreement”), which provides for public improvements that are necessary and desirable for the development contemplated by the Development Agreement; and

WHEREAS, specific regional improvements were identified in the Service Plan and Development Agreement, and as more particularly set forth on Exhibit A (the “Regional Infrastructure”), which Regional Infrastructure the Town has determined is necessary or desirable in connection with the impacts of the development of the Property; and

WHEREAS, pursuant to the Development Agreement, the Town is responsible for constructing and owning the Regional Infrastructure, and the Developer is responsible for providing funding for the construction of the Regional Infrastructure; and

WHEREAS, in accordance with the provisions of the Service Plan, the District has agreed to levy a property tax of 5 mills that will be used for the planning, design and construction of the Regional Infrastructure (the “Infrastructure Capital Mill Levy”), and the District has conducted, or will conduct, an election under Article X, Section 20 of the Colorado Constitution (“TABOR”) to enable it to impose the Infrastructure Capital Mill Levy and to issue debt repayable, in whole or in part, from the Infrastructure Capital Mill Levy; and

WHEREAS, the parties to this Agreement acknowledge the need for the Regional Infrastructure in order to accomplish the comprehensive development of the property located within the District's service area (the "Property"); and

WHEREAS, the parties further acknowledge that the Town will also have certain infrastructure capital and maintenance needs resulting from the development of the Property (the "Town Infrastructure"); and

WHEREAS, in accordance with the provisions of the Service Plan, the District has agreed to levy a property tax of 5 mills that will be used for the planning, design, construction and maintenance of the Town Infrastructure (the "Town Capital and Maintenance Mill Levy"), and the District has conducted, or will conduct, an election under TABOR to enable it to impose the Town Capital and Maintenance Mill Levy; and

WHEREAS, the parties further acknowledge that the District will have certain ongoing administrative and operating obligations, as well as regional maintenance obligations with regard to the Regional Infrastructure, and in accordance with the provisions of the Service Plan, the District has agreed to levy a property tax of up to 10 mills (the "Operation and Maintenance Mill Levy") for such purposes; and

WHEREAS, the Town has approved the final plat for the Property; and

WHEREAS, the Town and the District previously entered into that certain Intergovernmental Agreement with Hess Ranch Metropolitan District Nos. 1-8 dated August 15, 2016, as amended by that First Amendment to Intergovernmental Agreement among the Town and Hess Ranch Metropolitan District Nos. 1-3 dated March 6, 2017 (as amended, the "Original IGA") which Original IGA governed the relationship among the Parties; and

WHEREAS, the Parties have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Agreement ("Agreement") to replace and supersede in its entirety the Original IGA in order to address the utilization of the various mill levies as well as certain other matters related to the organization, powers and authorities of the District; and

WHEREAS, any capitalized term not specifically defined in this Agreement shall have that meaning as set forth in the Service Plan; and

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Infrastructure Capital Mill Levy. The District agrees to impose a property tax of 5 mills that shall be used for the planning, design and construction of the Regional Infrastructure. The utilization of the Infrastructure Capital Mill Levy is set forth on Exhibit A to this Agreement.

2. Town Capital and Maintenance Mill Levy. The District agrees to impose a property tax of 5 mills that shall be used for the planning, design, construction and/or

maintenance of the Town Infrastructure. The utilization of the Infrastructure Capital Mill Levy is set forth on Exhibit B to this Agreement.

3. Operation and Maintenance Mill Levy. The District agrees to impose a property tax of up to 10 mills which shall be retained and used by the District for the ongoing administrative and operating expenses of the District and for the maintenance of certain of the Regional Infrastructure, as set forth on Exhibit C to this Agreement.

4. General Provisions Applicable to the Mill Levies. The Infrastructure Capital Mill Levy and the Town Capital and Maintenance Mill Levy shall be imposed by the District beginning the first year the District certifies a Maximum Debt Mill Levy and shall be subject to the Mill Levy Adjustment. The Operation and Maintenance Mill Levy shall be imposed by the District at the District's discretion but in a manner that will enable the District to perform its administrative and operating obligations and its maintenance obligations in connection with the Regional Infrastructure in a timely and adequate manner. The District acknowledges and agrees that requirement to levy the Infrastructure Capital Mill Levy, the Town Capital and Maintenance Mill Levy and the Operation and Maintenance Mill Levy (together, the "Mill Levies") is a material consideration in, and a condition of, the Town's approval of the District's Service Plan, and that the Town has relied thereon in approving the District's Service Plan. The District specifically agrees that the requirement that the District impose the Mill Levies and to utilize the funds as set forth in this Agreement shall be enforceable by the Town by all remedies available at law or in equity, including without limitation affirmative injunctive relief. The District represents and warrants that it has obtained, or will obtain, all voter authorizations to enable it to impose the Mill Levies, and to pledge the revenues from the Infrastructure Capital Mill Levy and the Town Capital and Maintenance Mill Levy to the repayment of debt issued by either the District or the Town, if and as applicable.

The District shall remit any revenues from the Infrastructure Capital Mill Levy or Town Capital and Maintenance Mill Levy that are due to the Town no later than 30 days after receipt of the same, and the Town shall deposit and maintain any revenues in a separate fund earmarked specifically for use only as set forth in this Agreement (the "Hess Ranch Metropolitan District No. 3 Fund"). The monies in the Hess Ranch Metropolitan District No. 3 Fund shall be applied to any design, planning, engineering, surveying, construction management, labor, materials, operations and administrative costs related to construction of the Regional Infrastructure or the Town Infrastructure, as applicable, as further detailed in this Agreement and the Exhibits attached hereto. On June 30 and December 31 of each year, the Town shall provide to the District an accounting of revenues received from the District attributable to the Infrastructure Capital Mill Levy or Town Capital and Maintenance Mill Levy, along with an itemization of expenditures made in major categories.

5. Operation and Maintenance of the Public Improvements. The District shall dedicate the Public Improvements to the Town or other appropriate jurisdiction or owners association in a manner consistent with the final approved plat, other rules and regulations of the Town, and applicable provisions of the Town Code. The District shall not be authorized to own, operate or maintain any part or all of the Public Improvements, or any other improvements, public or private, unless specifically provided for in this Agreement or separate agreement with the Town.

6. Fire Protection. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless specifically provided for in this Agreement or separate agreement with the Town. This provision shall limit the District's authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system.

7. Television Relay and Translation; Mosquito Control and Other Limitations. Unless specifically provided for in this Agreement or separate agreement with the Town, the District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate, maintain or provide: (a) any television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project; (b) any mosquito control facilities and services; (c) any solid waste disposal, collection and transportation facilities and services; and (d) any security, covenant enforcement and design review services.

8. Construction Standards. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the Town and of federal and state governmental entities having proper jurisdiction. The District will obtain the Town's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

9. Issuance of Privately Placed Debt. Prior to the issuance of any privately placed bonds or other obligations, the payment of which the District has promised to impose an *ad valorem* property tax mill levy ("Debt"), the District shall obtain the certification of an External Financial Advisor substantially as follows:

We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.

We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by the District for the [insert the designation of the Debt] does not exceed a market [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

10. Inclusion and Exclusion. The District shall not include within its boundaries any property outside the Service Area (as defined in the Service Plan) without the prior written consent of the Town Council. The District shall not exclude any property from the District if such exclusion will result, or is reasonably anticipated to result, in detriment to the remaining residents and taxpayers within the District, or to the District's bondholders.

11. Total Debt Issuance. The District, together with Hess Ranch Metropolitan District Nos. 2 and 3, shall not issue Debt in excess of \$90,068,750 in total aggregate principal amount, provided that such limitation shall not be applicable to refunding Bonds issued by the District to refund outstanding Debt. Such limitation shall not apply to the District's pledge of its property tax or specific ownership tax revenues derived from its mill levies to one of the other Districts (as defined in the Service Plan).

12. Monies from Other Governmental Sources. The District shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the Town is eligible to apply for, except as may be specifically provided for herein. This Section shall not apply to specific ownership taxes which shall be distributed to and constitute a revenue source for the District without any limitation.

13. Consolidation; Dissolution. The District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the Town, unless such consolidation is with one of the other Districts, as defined in the Service Plan. The District agrees that it shall take all action necessary to dissolve the District in accordance with the provisions of the Service Plan and applicable state statutes.

14. Service Plan Amendment Requirement. Any action of the District which violates the limitations set forth in Sections V.A.1-13 or VI.B-H of the Service Plan, or which constitutes a material modification under Parker Municipal Code section 10.11.060, shall be deemed to be a material modification to the Service Plan and the Town shall be entitled to all remedies available under State and local law to enjoin any such action(s) of the District. The Town may also seek damages for breach of this Agreement arising from violations by the District of any provision of the Service Plan.

15. Applicable Laws. The District acknowledges that the property within its boundaries shall be subject to all ordinances, rules and regulations of the Town, including without limitation, ordinances, rules and regulations relating to zoning, subdividing, building and land use, and to all related Town land use policies, master plans and related plans.

16. Annual Report. The District shall submit an annual report ("Annual Report") to the Town no later than September 1st of each year following the year in which the Order and Decree creating the District has been issued by the District Court for and in Douglas County, Colorado, pursuant to Parker Municipal Code section 10.11.040 and containing the information set forth in Section VII of the Service Plan. The District shall be not be required to file an annual report if the District has declared inactive status pursuant to Section 32-1-104, C.R.S. The District may file a consolidated Annual Report with one or more of the other Districts.

17. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law, including the Annual Report, shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via Federal Express or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District: WHITE BEAR ANKELE TANAKA & WALDRON
Attn: Kristin B. Tompkins, Esq.
2154 E. Commons Ave., Suite 2000
Centennial, CO 80122
Phone: (303) 858-1800
E-mail: Ktompkins@wbapc.com

To the Town: Town of Parker
Attn: Kristin Schledorn, Deputy Town Attorney
cc: Mary Lou Brown, Finance Director
20120 E. Mainstreet
Parker, CO 80138-7334
Phone: (303) 841-0353
Fax: (303) 840-9792
E-mail: kschledorn@parkeronline.org
mlbrown@parkeronline.org

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

18. Miscellaneous.

A. **Effective Date.** This Agreement shall be in full force and effect and be legally binding upon final approval of the governing bodies of the Parties. No Debt shall be issued by the District until after the effective date of this Agreement.

B. **Nonassignability.** No party to this Agreement may assign any interest therein to any person without the consent of the other party hereto at that time, and the terms of this Agreement shall inure to the benefit of and be binding upon the respective representatives and successors of each party hereto. The pledge by the District of its revenues to one of the other Districts shall not be deemed an assignment hereunder.

C. **Amendments.** This Agreement may be amended from time to time by written amendment, duly authorized and signed by representatives of the parties hereto.

D. **Severability.** If any section, subsection, paragraph, clause, phrase, or other provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause, phase, or other provision shall not affect any of the remaining provisions of this Agreement.

E. Execution of Documents. This Agreement shall be executed in two (2) counterparts, either of which shall be regarded for all purposes as one original. Each party agrees that it will execute any and all deeds, instruments, documents, and resolutions or ordinances necessary to give effect to the terms of this Agreement.

F. Waiver. No waiver by either party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different provision of this Agreement.

G. Default/Remedies. In the event of a breach or default of this Agreement by any party, the non-defaulting party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

H. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado. Venue for all actions brought hereunder shall be in the District Court in and for Douglas County.

I. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

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

K. No Third Party Beneficiaries. No person or entity who or which is not a party to this Agreement will have any right of action under this Agreement.

L. Entirety. This Agreement (including all exhibits) merges and supersedes all prior negotiations, representations, and agreements, including the Original IGA, between the parties hereto relating to the subject matter hereof and this Agreement, together with the Service Plan provisions that serve to supplement or complement this Agreement, constitutes the entire agreement between the Parties concerning the subject matter hereof.

19. Cooperation with Hess Ranch Metropolitan District Nos. 1 and 2. Pursuant to the Service Plan, the Town acknowledges and agrees that the District may cooperate with Hess Ranch Metropolitan District Nos. 1 and 2 for the planning, design, financing, construction, acquisition, operation, or maintenance of the Public Improvements serving the Property, including the Regional Infrastructure, as may be set forth in an intergovernmental agreement among the Districts.

IN WITNESS WHEREOF, this Agreement is executed by the Town and the District as of the date first above written.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

Kristin Schledorn, Deputy Town Attorney

**HESS RANCH METROPOLITAN
DISTRICT NO. 3**, (to be known as TRAILS AT
CROWFOOT METROPOLITAN DISTRICT NO.
3), a quasi-municipal corporation and political
subdivision of the State of Colorado

By: _____
Christian M. Janke, President
Hess Ranch Metropolitan District No. 3

ATTEST:

_____, Secretary

EXHIBIT A

Utilization of Infrastructure Capital Mill Levy

The District shall be required to impose the Infrastructure Capital Mill Levy for as long as the District is in existence. The District shall be authorized to impose the Infrastructure Capital Mill Levy and retain the revenues therefrom for the planning, design, financing, acquisition, or construction of all or a portion of the Regional Infrastructure. The District shall provide the Town notice of any obligation repayable in whole or in part from the Infrastructure Capital Mill Levy no later than 30 days following issuance of such obligation, or for any obligation that pre-dates the date of this Agreement, no later than 30 days following approval of this Agreement.

The District shall be permitted to retain revenues from the Infrastructure Capital Mill Levy received by the District to the extent needed to pay debt service on such obligation in the then-current calendar year. The Town agrees that for economic efficiency in financing the Regional Infrastructure, the District may pledge the Infrastructure Capital Mill Levy along with the District's debt service mill levy for the purposes of financing bonds, notes or other obligations, provided that the proceeds generated from the pledge of the Infrastructure Capital Mill Levy are used only to pay the costs of the Regional Infrastructure. Any revenues from the Infrastructure Capital Mill Levy that are not needed to pay debt service on such obligation in the then-current calendar year shall be remitted to the Town within 30 days of receipt by the District of such revenues.

So long as no obligation of the District is outstanding whereby the revenues derived from the Infrastructure Capital Mill Levy are pledged to the repayment of such obligations, in the event the Town determines that the costs related to the Regional Infrastructure are less than the revenues generated from the Infrastructure Capital Mill Levy, the Town may provide notice to the District no later than October 1 that the District may reduce the Infrastructure Capital Mill Levy as provided in such notice from the Town. Any reduction of either the Infrastructure Capital Mill Levy as a result of such notice from the Town shall not constitute a modification of this Agreement or a material modification of the Service Plan.

Until and unless the District has issued an obligation repayable, in whole or in part, from the Infrastructure Capital Mill Levy, any revenues from the Infrastructure Capital Mill Levy received by the District shall be remitted to the Town within 30 days of receipt by the District of such revenues. Upon maturity of any District obligation repayable in part or in whole from revenues generated by the Infrastructure Capital Mill Levy, such revenues shall be remitted to the Town within 30 days of their receipt by the District.

The Town agrees that the revenues received by the Town from the District from the Infrastructure Capital Mill Levy shall only be used for costs associated with the impacts to the Town of the development within the District pursuant to the terms of this Agreement.

The District is authorized to utilize the revenues from the Infrastructure Capital Mill Levy for the planning, design, financing, acquisition, or construction of the following Regional Infrastructure:

- Regional detention pond and associated improvements to Lemon Gulch;
- Regional open space and regional trails as expressly identified in Paragraph 7 of the Amended and Restated Stroh Ranch/Hess Ranch Annexation Agreement (Southern Property); and

Bayou Gulch Road, Crowfoot Valley Road, and North Pinery Parkway, including associated landscape improvements.

EXHIBIT B

Utilization of Town Capital and Maintenance Mill Levy

The District shall be required to impose the Town Capital and Maintenance Mill Levy for as long as the District is in existence. Any revenues from the Town Capital and Maintenance Mill Levy received by the District shall be remitted to the Town within 30 days of receipt by the District of such revenues.

The Town agrees that the revenues received from the Town Capital and Maintenance Mill Levy shall only be used for costs associated with the impacts to the Town of the development within the District pursuant to the terms of this Agreement.

In the event the Town determines that the costs related to the Town Infrastructure are less than the revenues generated from the Town Capital and Maintenance Mill Levy, the Town may provide notice to the District no later than October 1 that the District may reduce the Town Capital and Maintenance Mill Levy as provided in such notice from the Town. Any reduction of the Town Capital and Maintenance Mill Levy as a result of such notice from the Town shall not constitute a modification of this Agreement or a material modification of the Service Plan.

The Town is authorized to utilize the revenues from the Town Capital and Maintenance Mill Levy for the planning, design, financing, acquisition, construction, operation, and maintenance of the following Town Infrastructure:

- The Park Tract and all associated improvements (Tract DD, Filing No. 1).
- All roadways, storm sewer, and associated items constructed within Town right-of-way.
- Regional roadways serving the District.
- All storm sewer, detention ponds, stream improvements, and other stormwater conveyance infrastructure located on Town, HOA or District-owned property that is eligible for maintenance assistance through the Town's Stormwater Utility.
- Widening of Bayou Gulch Road to a full arterial roadway section through the District boundaries, including additional lanes, sidewalk, curb and gutter, medians, and all other associated items.

The parties agree the Town may modify the list of Town Infrastructure provided in this Exhibit B without amending this Agreement upon advance written notice to the District. The District shall have 30 days to object to such modification. In the event the District fails to object within 30 days of receipt of such notice, the Town may proceed to utilize the revenues from the Town Capital and Maintenance Mill Levy as set forth in such written notice which notice shall become a part of this Agreement by Addendum.

EXHIBIT C

Utilization of Operation and Maintenance Mill Levy

The District shall dedicate the Public Improvements (as defined in the Service Plan) to the Town or other appropriate jurisdiction or owners association in a manner consistent with the Approved Development Plan, Development Agreement and other rules and regulations of the Town and applicable provisions of the Town Code. The District shall be authorized to own, operate and maintain the Public Improvements not otherwise required to be dedicated to the Town or other public entity. If the Public Improvements are owned by an entity other than the District, the Town or other public entity, such entity shall be responsible for the operation and maintenance unless the District agrees to provide for the operation and maintenance of the Public Improvements pursuant to an agreement with such entity.

The District is authorized to impose up to 10 mills for District administrative and operating expenses as well as maintenance of Regional Infrastructure as set forth below. The Operation and Maintenance Mill Levy shall be imposed by the District at the District's discretion but in a manner that will enable the District to perform its administrative and operating obligations and its maintenance obligations in connection with the Regional Infrastructure in a timely and adequate manner.

Drainage Improvements (including detention and storm improvements)
Street Improvements (including roads, curbs, gutters, culverts, sidewalks, bridges, parking facilities, paving, lighting, grading, landscaping, and other street improvements)
Traffic and Safety Controls
Open Space and Trails
Landscaping
Parks and Recreation Improvements and Facilities, including club houses, recreation centers, and swimming pools
Retaining Walls
Irrigation Systems
Streetscape associated with the widening of Bayou Gulch Road

RESOLUTION NO. 19-035, Series of 2019

TITLE: A RESOLUTION APPROVING THE FORM OF PARTIAL TERMINATION OF INTERGOVERNMENTAL AGREEMENT REGARDING DEBT ALLOCATION AND COST SHARING PROPOSED AMONG HESS RANCH METROPOLITAN DISTRICT NOS. 1-8

WHEREAS, THE TOWN COUNCIL OF PARKER FINDS:

A. By Resolution No. 15-053, the Town Council of the Town of Parker on September 21, 2015 approved a Consolidated Service Plan (“Original Service Plan”) for the organization of Hess Ranch Metropolitan District Nos. 1-8 (the “Districts”); and

B. Section V.C of the Original Service Plan states in part that it is anticipated the Districts, collectively, will undertake the financing and construction of the Public Improvements (as defined in the Original Service Plan).

C. Section V.C of the Original Service Plan further states in part that the nature of the functions and services to be provided by each of the Districts, and the mechanisms by which the Districts will cooperatively fund Public Improvements costs, shall be clarified in an intergovernmental agreement among the Districts.

D. Pursuant to Section V.C. of the Original Service Plan, such intergovernmental agreement among the Districts, as well as all other intergovernmental agreements and amendments thereto proposed between or among the Districts regarding the subject matter of the Original Service Plan, shall be subject to review and approval by the Town prior to execution thereof by the Districts, which Town review and approval shall be with reference to whether the intergovernmental agreement is in compliance with the Original Service Plan, the intergovernmental agreement(s) between the Town and the Districts, and the terms of any Approved Development Plan or other instrument related to the Public Improvements.

E. As required by the Original Service Plan, by Resolution No. 017-016, the Town Council approved the Intergovernmental Agreement Regarding Debt Allocation and Cost Sharing among Hess Ranch Metropolitan District Nos. 1-8 (“Districts’ IGA”).

F. The Hess Ranch Metropolitan District Nos. 1-3 (“District Nos. 1-3”) have submitted to the Town three separate proposed Amended and Restated Service Plans for District Nos. 1-3 in accordance with the new Town model service plan (collectively, the “Amended Service Plans”).

G. Upon approval by the Town of the Amended Service Plans, certain provisions of the Districts’ IGA are no longer applicable.

H. The Districts have also submitted to the Town a proposed Partial Termination of Intergovernmental Agreement Regarding Debt Allocation and Cost Sharing among Hess Ranch Metropolitan District Nos. 1-8 (“Partial Termination”), which is attached hereto as **Exhibit 1** and incorporated herein by this reference.

I. Pursuant to state statute, the Town of Parker Municipal Code, and the Original Service Plan, the Town Council has authority to review the proposed Partial Termination.

J. The Town Council has reviewed the proposed Partial Termination and the related information submitted by and on behalf of the Districts in connection therewith and, based upon the representations of the Districts set forth in the proposed Partial Termination and in such related information, the Town Council has determined to adopt this resolution approving the execution by the District of the form of the proposed Partial Termination.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, AS FOLLOWS:

Section 1. The foregoing recitals are incorporated in and made a part of this Resolution.

Section 2. Based upon the representations of the Districts, including the representations set forth in the proposed Partial Termination and in the related information submitted by and on behalf of the Districts in connection therewith, the Town Council of the Town of Parker hereby authorizes the District to execute the Partial Termination in the form accompanying this Resolution, subject to Section 3 hereof.

Section 3. Town approval herein of the form of the Partial Termination does not in any manner amend, effect, alter, change or constitute any waiver or release of any terms, conditions, provisions, or requirements of the Original Service Plan or any intergovernmental agreement between the Town and any of the Districts. Further, Town approval herein of the form of the Partial Termination does not in any manner amend, effect, alter, change or constitute any waiver or release of any terms, conditions, provisions, or requirements of any development plans, annexation agreement, subdivision agreement, and other agreement with the Town governing development and the completion of Public Improvements within the Districts, all of which plans and agreements, including without limitation the Approved Development Plan (as defined in the Original Service Plan), the Amended Annexation Agreement (as defined in the Original Service Plan), and the Assignment and Assumption Agreement (TOP Agreement) recorded in Douglas County, Colorado on December 16, 2015 at Reception No. 2015089338, remain in full force and effect in accordance with their terms. Town approval herein of the form of the Partial Termination shall not be construed as a waiver of any of the Town's rights or remedies under the Original Service Plan, any intergovernmental agreement between the Town and any of the Districts, or any plans and agreements, nor shall the Town approval herein be construed as an approval or endorsement of the terms of the Partial Termination.

RESOLVED AND PASSED effective as of the ____ day of _____, 2019.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

EXHIBIT 1

PARTIAL TERMINATION OF INTERGOVERNMENTAL AGREEMENT REGARDING DEBT ALLOCATION AND COST SHARING

THIS PARTIAL TERMINATION OF INTERGOVERNMENTAL AGREEMENT REGARDING DEBT ALLOCATION AND COST SHARING (the “**Partial Termination Agreement**”) is made and entered into as of this ____ day of _____, 2019, by and between Hess Ranch Metropolitan District No. 1 (“**District No. 1**”), Hess Ranch Metropolitan District No. 2 (“**District No. 2**”), Hess Ranch Metropolitan District No. 3 (“**District No. 3**,” and together with District No. 1 and District No. 2, “**District Nos. 1-3**”), Hess Ranch Metropolitan District No. 4 (“**District No. 4**”), Hess Ranch Metropolitan District No. 5 (“**District No. 5**”), Hess Ranch Metropolitan District No. 6 (“**District No. 6**”), Hess Ranch Metropolitan District No. 7 (“**District No. 7**”), and Hess Ranch Metropolitan District No. 8 (“**District No. 8**,” and together with District No. 4, District No. 5, District No. 6, and District No. 7, “**District Nos. 4-8**”) (District Nos. 1-3 and District Nos. 4-8 are collectively referred to herein as the “**Hess Ranch Districts**”). Each of the Hess Ranch Districts may be referred to herein as a “**Party**” and collectively as the “**Parties**.”

RECITALS

WHEREAS, the Hess Ranch Districts were organized under a multiple district structure; and

WHEREAS, the Hess Ranch Districts currently operate pursuant to a Consolidated Service Plan (the “**Original Service Plan**”) approved by the Town of Parker, Colorado (the “**Town**”), on September 21, 2015 (the “**Town Approval**”); and

WHEREAS, the Hess Ranch Districts entered into an Intergovernmental Agreement Regarding Debt Allocation and Cost Sharing effective as of February 21, 2017, in which the Parties agreed and acknowledged, among other things, that pursuant to the Original Service Plan the Hess Ranch Districts are limited in their aggregate authority to issue Debt (as such term is used in the Original Service Plan) (the “**Agreement**”); and

WHEREAS, the Hess Ranch Districts agreed that, based upon the limitations in the Original Service Plan and the development projections at the time they entered into the Agreement, the total aggregate debt limitation for the Hess Ranch Districts of \$122,260,000 (the “**Aggregate Debt Cap**”) should be divided between the Hess Ranch Districts as follows:

District	Allocated Debt
District Nos. 1-3	\$30,000,000
District Nos. 4-8	\$92,260,000

and;

WHEREAS, the Town recently adopted a new model service plan which provides, among other things, an increase in the debt service mill levy permitted to be imposed by districts as well as the authorization to impose certain regional mill levies; and

WHEREAS, consistent with the newly adopted Town model service plan, District Nos. 1-3 are currently in the process of seeking Town approval of three separate Amended and Restated Service Plans applicable only to District Nos. 1-3 ("**Amended Service Plans**"); and

WHEREAS, District Nos. 4-8 intend on seeking Town approval of an amended and restated service plan(s) applicable only to District Nos. 4-8 at a future date; and

WHEREAS, as a result of the increased and additional mill levies provided for in the Amended Service Plans, following the Town's approval of the Amended Service Plans District Nos. 1-3 will have an independent debt authorization separate from District Nos. 4-8; and

WHEREAS, the Hess Ranch Districts agree that upon approval by the Town of the Amended Service Plans, the debt allocation provision of the Agreement is no longer necessary and desire to terminate all provisions regarding debt allocation in the Agreement; and

WHEREAS, the Hess Ranch Districts agree that this Partial Termination Agreement shall not terminate, condition, alter, or otherwise modify any other rights and obligations between the Hess Ranch Districts under the Agreement other than the debt allocation provision.

AGREEMENT

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

1. Recitals. The Recitals contained above are incorporated herein.
2. Partial Termination of the Agreement/Waiver and Release. Paragraph 2 of the Agreement shall be deleted and terminated in its entirety effective as of the date of approval by the Town of the Amended Service Plans. Upon such termination, the Parties shall release each other from all obligations under and claims arising from, and waive any and all claims of, and remedies for, default or breach of Paragraph 2 of the Agreement.
3. Survival. Nothing herein shall terminate, condition, alter or otherwise modify any other rights and obligations between the Hess Ranch Districts under the Agreement.
4. Counterpart Execution. This Partial Termination Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or

email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the Parties.

IN WITNESS WHEREOF, the Hess Ranch Districts have executed this Partial Termination Agreement on the date and year first written above. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Partial Termination Agreement.

[signature pages follow]

**HESS RANCH METROPOLITAN DISTRICT
NO. 1**

By:_____

Attest:

Secretary

**HESS RANCH METROPOLITAN DISTRICT
NO. 2**

By:_____

Attest:

Secretary

**HESS RANCH METROPOLITAN DISTRICT
NO. 3**

By:_____

Attest:

Secretary

**HESS RANCH METROPOLITAN DISTRICT
NO. 4**

By:_____

Attest:

Secretary

**HESS RANCH METROPOLITAN DISTRICT
NO. 5**

By:_____

Attest:

Secretary

**HESS RANCH METROPOLITAN DISTRICT
NO. 6**

By:_____

Attest:

Secretary

**HESS RANCH METROPOLITAN DISTRICT
NO. 7**

By:_____

Attest:

Secretary

**HESS RANCH METROPOLITAN DISTRICT
NO. 8**

By:_____

Attest:

Secretary

RESOLUTION NO. 19-036, Series of 2019

TITLE: A RESOLUTION APPROVING THE FORM OF AMENDED AND RESTATED DISTRICT OPERATING AGREEMENT AMONG HESS RANCH METROPOLITAN DISTRICT NO. 1, HESS RANCH METROPOLITAN DISTRICT NO. 2 AND HESS RANCH METROPOLITAN DISTRICT NO. 3

WHEREAS, THE TOWN COUNCIL OF PARKER FINDS:

A. By Resolution No. 15-053, the Town Council of the Town of Parker on September 21, 2015 approved a Consolidated Service Plan (“Original Service Plan”) for the organization of Hess Ranch Metropolitan District Nos. 1-8 (the “Hess Ranch Districts”); and

B. Since approval of the Original Service Plan and due to changes in ownership of property within the Hess Ranch Districts and changes in development plans, Hess Ranch Metropolitan District Nos. 1-3 (the “Districts”) now operate independently from Hess Ranch Metropolitan District Nos. 4-8.

C. Section V.C of the Original Service Plan states in part that the nature of the functions and services to be provided by each of the Districts, and the mechanisms by which the Districts will cooperatively fund Public Improvements costs, shall be clarified in an intergovernmental agreement among the Districts.

D. Pursuant to Section V.C of the Original Service Plan, all intergovernmental agreements proposed between or among the Districts regarding the subject matter of the Original Service Plan shall be subject to review and approval by the Town prior to execution thereof by the Districts, which Town review and approval shall be with reference to whether the intergovernmental agreement is in compliance with the Original Service Plan, the intergovernmental agreement(s) between the Town and the Districts, and the terms of any Approved Development Plan or other instrument related to the Public Improvements.

E. As required by the Original Service Plan, by Resolution No. 018-026, the Town Council approved the District Operating Agreement among Hess Ranch Metropolitan District Nos. 1-3 (“Original Operating Agreement”).

F. The Districts have submitted to the Town a proposed Amended and Restated Operating Agreement among such Districts (the “Amended Operating Agreement”), which is attached hereto as **Exhibit 1** and incorporated herein by this reference.

F. Pursuant to state statute, the Town of Parker Municipal Code, and the Original Service Plan, the Town Council has authority to review the proposed Amended Operating Agreement.

G. The Town Council has reviewed the proposed Amended Operating Agreement and the related information submitted by and on behalf of the Districts in connection therewith and, based upon the representations by the Districts, the Town Council has determined to adopt this

Resolution approving execution by the Districts of the form of the proposed Amended Operating Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, AS FOLLOWS:

Section 1. The foregoing recitals are incorporated in and made a part of this Resolution.

Section 2. Based upon the representations of the Districts, including the representations set forth in the proposed Amended and Restated District Operating Agreement and in the related information submitted by and on behalf of the Districts in connection therewith, the Town Council of the Town of Parker hereby authorizes the Districts to execute the Amended and Restated District Operating Agreement in the form accompanying this Resolution, subject to Section 3 hereof.

Section 3. Town approval herein of the form of the Amended Operating Agreement does not in any manner amend, effect, alter, change or constitute any waiver or release of any terms, conditions, provisions, or requirements of the Original Service Plan or any intergovernmental agreement between the Town and any of the Districts. Further, Town approval herein of the form of the Amended Operating Agreement does not in any manner amend, effect, alter, change or constitute any waiver or release of any terms, conditions, provisions, or requirements of any development plans, annexation agreement, subdivision agreement, and other agreement with the Town governing development and the completion of Public Improvements within the Districts, all of which plans and agreements, including without limitation the Approved Development Plan (as defined in the Original Service Plan), the Amended Annexation Agreement (as defined in the Original Service Plan), and the Assignment and Assumption Agreement (TOP Agreement) recorded in Douglas County, Colorado on December 16, 2015 at Reception No. 2015089338, remain in full force and effect in accordance with their terms. Town approval herein of the form of the Amended Operating Agreement shall not be construed as a waiver of any of the Town's rights or remedies under the Original Service Plan, any intergovernmental agreement between the Town and any of the Districts, or any plans and agreements, nor shall the Town approval herein be construed as an approval or endorsement of the terms of the Amended and Restated District Operating Agreement.

RESOLVED AND PASSED effective as of the ____ day of _____, 2019.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

EXHIBIT 1

AMENDED AND RESTATED DISTRICT OPERATING AGREEMENT

THIS AMENDED AND RESTATED DISTRICT OPERATING AGREEMENT (the “**Agreement**”) is made and entered into to become effective as of the 17th day of June, 2019, by and between **HESS RANCH METROPOLITAN DISTRICT NO. 1** (to be known as Trails at Crowfoot Metropolitan District No. 1), a quasi-municipal corporation and political subdivision of the State of Colorado (“**District No. 1**”), **HESS RANCH METROPOLITAN DISTRICT NO. 2** (to be known as Trails at Crowfoot Metropolitan District No. 2), a quasi-municipal corporation and political subdivision of the State of Colorado (“**District No. 2**”), and **HESS RANCH METROPOLITAN DISTRICT NO. 3** (to be known as Trails at Crowfoot Metropolitan District No. 3), a quasi-municipal corporation and political subdivision of the State of Colorado (“**District No. 3**”). District No. 1, District No. 2, and District No. 3 are referred to herein individually as a “**District**” and collectively as “**District Nos. 1-3**.” District Nos. 1-3 are currently in the process of changing their names to Trails at Crowfoot Metropolitan District Nos. 1-3, respectively.

RECITALS

WHEREAS, the formation of Hess Ranch Metropolitan District Nos. 1-8 was approved by the Town of Parker (the “**Town**”) as multiple districts whose purposes are to provide essential public improvements and services as set forth in the Consolidated Service Plan for Hess Ranch Metropolitan District No. 1, Hess Ranch Metropolitan District No. 2, Hess Ranch Metropolitan District No. 3, Hess Ranch Metropolitan District No. 4, Hess Ranch Metropolitan District No. 5, Hess Ranch Metropolitan District No. 6, Hess Ranch Metropolitan District No. 7, and Hess Ranch Metropolitan District No. 8, (collectively, the “**Hess Ranch Districts**”) approved by the Town on September 21, 2015 by Town Council Resolution No. 15-053, (the “**Original Service Plan**”); and

WHEREAS, at the time of approval of the Original Service Plan, it was anticipated that the Hess Ranch Districts would collectively undertake the financing and construction of the public improvements serving the property within the Hess Ranch Districts (the “**Project**”); and

WHEREAS, subsequent to the approval of the Original Service Plan, the original developer of the Project, Stroh Ranch Development, LLC (“**SRD**”), sold approximately 400 acres of property located within the Service Area (as defined in the Service Plan) to HR935, LLC (the “**HR935 Property**”) and, to the best of the Districts’ knowledge, the remaining approximate 1,136 to Front Range Communities, LLC (“**Front Range Property**”), resulting in a diversity of ownership in the Hess Ranch Districts; and

WHEREAS, as a result of such diversity of property ownership, the Hess Ranch Districts determined that development of the Project and financing and construction of the public improvements may occur at different times within the Hess Ranch Districts; and

WHEREAS, as a result, the HR935 Property is now served by District Nos. 1-3 and the F Property is being served by Hess Ranch Metropolitan District Nos. 4-8 (“**District Nos. 4-8**”); and

WHEREAS, as required by the Original Service Plan, the Hess Ranch Districts and the Town previously entered into an Intergovernmental Agreement dated August 15, 2016, in order to memorialize various obligations of the Hess Ranch Districts to the Town, as further described in the Service Plan (the “**Original Service Plan IGA**”); and

WHEREAS, as a result of the sale of the property, District Nos. 1-3 and the Town entered into a First Amendment to Intergovernmental Agreement dated March 6, 2017, in order to grant District Nos. 1-3 the authority to operate and maintain certain Public Improvements (as defined in the Service Plan described below) that are located within the boundaries of District Nos. 1-3 (the “**First Amended IGA**”); and

WHEREAS, the Hess Ranch Districts entered into an Intergovernmental Agreement Regarding Debt Allocation and Cost Sharing effective February 21, 2017, in order to allocate the aggregate Debt which District Nos. 1-3 and District Nos. 4-8 are permitted to issue under the Original Service Plan and memorialize the cost sharing of certain Public Improvements (the “**Debt Allocation IGA**”); and

WHEREAS, in accordance with the Original Service Plan, the Original Service Plan IGA, the First Amended IGA, and the Debt Allocation IGA, District Nos. 1-3 previously entered into a District Operating Agreement dated February 20, 2018 (the “**Original Agreement**”) in order to set forth the relationship among District Nos. 1-3 and the manner in which the Public Improvements are operated and maintained and services a provided; and

WHEREAS, the Town recently adopted a new model service plan which provides, among other things, an increase in the debt service mill levy permitted to be imposed by districts located within the Town as well as the authorization to impose certain regional mill levies; and

WHEREAS, consistent with the newly adopted Town model service plan, District Nos. 1-3 are currently in the process of seeking Town approval of an Amended and Restated Consolidated Service Plan applicable to District Nos. 1-3 (as the same may be further amended from time to time, the “**Service Plan**”); and

WHEREAS, simultaneous with the approval of the Service Plan, the Hess Ranch Districts intend on amending the Debt Allocation IGA to terminate the debt allocation provision therein, with all other terms remaining in full force and effect; and

WHEREAS, also simultaneous with the approval of the Service Plan, District Nos. 1-3 and the Town intend on amending the Original Service Plan IGA and the First Amended IGA to set forth the current understanding between the parties as required by the Service Plan (the “**Service Plan IGA**”); and

WHEREAS, a result of the approval of the Service Plan and current development projections, District Nos. 1-3 desire to amend the Original Agreement to conform with the Service Plan and Service Plan IGA and to set forth the current relationship among District Nos. 1-3; and

WHEREAS, pursuant to the Colorado Constitution Article XIV, Section 18(2)(a), and § 29-1-203, C.R.S., District Nos. 1-3 may cooperate or contract with each other to provide any function, service or facility lawfully authorized to each, and any such contract may provide, *inter alia*, for the sharing of costs, the imposition of taxes, and the incurring of debt; and

WHEREAS, pursuant to the Service Plan, the nature of the functions and services to be provided by each District, and the mechanisms by which District Nos. 1-3 will cooperatively fund Public Improvements costs, shall be clarified in an intergovernmental agreement among District Nos. 1-3 to help assure the orderly development of the Public Improvements and essential services in accordance with the requirements of the Service Plan; and

WHEREAS, also pursuant to the Service Plan, such intergovernmental agreement is subject to review and approval by the Town prior to its execution by District Nos. 1-3; and

WHEREAS, District Nos. 1-3 have agreed that in order to provide the most economic and efficient services associated with certain portions of the Public Improvements consistent with the Service Plan, the Operating District (as defined below) on behalf of District Nos. 1-3, will own, operate and maintain a part or all of the Public Improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped pursuant to the Service Plan and the Service Plan IGA which benefit District Nos. 1-3 (the “**Public Improvements**”); and

WHEREAS, pursuant and subject to paragraph V.A.7 to the Service Plan IGA, District Nos. 1-3 are authorized to include and exclude property among their boundaries without the consent of the Town Council so long as the property is located within the HR935 Property and so long as such inclusion and exclusion does not result in such property being located in more than one of District Nos. 1-3; and

WHEREAS, for the purpose of this Agreement, District No. 3 shall initially be designated as the “**Operating District**” and District No. 1 and District No. 2 shall initially be designated as the “**Taxing Districts**” as it relates to District Nos. 1-3 only; and

WHEREAS, as a result of potential inclusions and exclusions that may occur in the future and due to uncertainties with the structure of any future financings, District Nos. 1-3 may, from time to time, change which District is designated as the “Operating District” under this Agreement; and

WHEREAS, District Nos. 1-3 have each independently determined that implementation of this Agreement is essential to the orderly administration of the affairs of District Nos. 1-3 and the coordinated operation and maintenance of the Public Improvements benefiting District Nos. 1-3, their residents and taxpayers; and

WHEREAS, District Nos. 1-3 have determined that coordination is also necessary to allow District Nos. 1-3 to operate in the most cost effective manner and to take advantage of any economies of scale by eliminating the duplication of costs that would result without such coordination; and

WHEREAS, some or all of the Public Improvements may be financed or refinanced with proceeds of federally tax-advantaged obligations (“**Tax-Advantaged Obligations**”) that are subject to federal tax law limitations as to, among other matters, ownership and use of such Public Improvements, and District Nos. 1-3 intend that such limitations be complied with collectively by District Nos. 1-3; and

WHEREAS, District Nos. 1-3 wish to enter into this Agreement providing for the manner in which coordination may be provided in the most economic and efficient manner; and

WHEREAS, upon approval of the Service Plan and approval by the Town of this Agreement, this Agreement shall replace the Original Agreement in its entirety.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, District Nos. 1-3 agree as follows:

1. Definitions. In this Agreement, unless the context expressly indicates otherwise, the words defined below shall have the meanings set forth below:

- a. “**Administrative Services**” shall have the meaning set forth in Section 3.
- b. “**Budget Year**” shall mean the year (immediately following the Planning Year) during which Capital Costs and Service Costs are to be incurred.
- c. “**Capital Costs**” shall mean those costs derived from the financing model as set forth in the Service Plan, as may be amended from time to time, which are to be incurred by the Operating District for the purpose of planning, designing, constructing and acquiring, a portion or all of the Public Improvements authorized to be provided by District Nos. 1-3 under the Service Plan and Colorado law, as more fully set forth on Exhibit C, attached hereto and incorporated herein by this reference. Such Capital Costs may include reimbursement to private parties, developers, or builders pursuant to an agreement(s) with one or more of Districts Nos. 1-3 for construction of the Public Improvements.
- d. “**Costs**” shall mean the combination of the Service Costs and the Capital Costs.
- e. “**Debt Limitation**” shall have the meaning set forth in Section 10.
- f. “**Election**” shall mean an election of the qualified electors of Hess Ranch Metropolitan District Nos. 1-3 held in accordance with law and pursuant to due notice.
- g. “**Final Budget**” shall have the meaning set forth in Section 6.
- h. “**Final Budget Amendment**” shall have the meaning set forth in Section 6.
- i. “**Preliminary Budget**” shall have the meaning set forth in Section 6.

- j. **“Preliminary Budget Amendment”** shall have the meaning set forth in Section 6.
- k. **“O & M Services”** shall have the meaning set forth in Section 4.
- l. **“Operating District”** shall mean the District designated as the Operating District in Section 2.
- m. **“Planning Year”** shall mean the year immediately preceding the corresponding Budget Year.
- n. **“Required Mill Levy”** shall mean the mill levy required to be imposed in accordance with State law upon all real and personal property in the Taxing Districts, at the rate determined annually by the Operating District, and the property tax revenue generated therefrom, subject to the following: (i) all terms and limitations set forth in the ballot questions authorizing the obligations contained herein and mill levies approved at the Election; (ii) the rate must be sufficient to pay, when due, the obligations of District Nos. 1-3 contained herein; (iii) the rate must be sufficient to pay, when due, all Costs of District Nos. 1-3; and (iv) shall not exceed the highest mill levy or mill levy imposition term permitted under the Service Plan and the Service Plan IGA. Pursuant to the Service Plan, the current Maximum Debt Mill Levy is fifty-seven (57) mills, subject to Gallagher adjustment. Pursuant to the Service Plan IGA, the Maximum Operations Mill Levy is ten (10) mills. Pursuant to the Service Plan, no District shall not impose a levy for repayment of any and all debt on any single property developed for residential uses which exceeds forty (40) years after the year of the initial imposition of such mill levy, unless other conditions of the Service Plan are met. The Required Mill Levy also includes the Infrastructure Capital Mill Levy and the Town Capital and Maintenance Mill levy, both as defined in the Service Plan.
- o. **“Service Costs”** shall mean costs for all operation, maintenance, and administrative costs incurred by the Operating District in the performance of Administrative Services and O & M Services required by this Agreement.
- p. **“Service Plan”** shall have the meaning set forth in the recitals.
- q. **“Taxing Districts”** shall mean any of District No. 1, District No. 2, or District No. 3 that are not currently designated as the Operating District. As of the date of this Agreement, the Taxing Districts means District No. 1 and District No. 2.

2. Operating District Designation. District No. 3 shall be the initial Operating District for the purposes of this Agreement. Without the prior consent of the Town or of District No. 3, District Nos. 1 and 2 may mutually agree to change which District is designated as the Operating District (except that District No. 3 shall not become the Operating District without the consent of District No. 3).

3. Administrative Services. The Operating District shall perform the services described in Exhibit A, attached hereto and incorporated herein by this reference (the **“Administrative Services”**) for and on behalf of District Nos. 1-3, as further set forth in this Agreement, in compliance with all applicable federal, state, county and local or municipal body or agency statutes, ordinances and regulations. In its provision of the Administrative Services, the Operating District shall take all actions necessary and appropriate to ensure the Taxing Districts

remain in compliance with all such applicable laws and regulations. In the event of any conflict between the terms set forth in the body of this Agreement and the terms set forth in Exhibit A, the terms in the body of this Agreement shall govern. The Operating District agrees to provide the Administrative Services for the Taxing Districts, provided that the Taxing Districts observe and perform the covenants and agreements set forth in this Agreement and are not otherwise in default of this Agreement.

4. Operation and Maintenance of Public Improvements. Except to the extent owned by or conveyed or dedicated to other governmental entities or an owners association, the Operating District shall, for the benefit of District Nos. 1-3, own, repair, replace, operate and maintain the Public Improvements within the boundaries of District Nos. 1-3 in accordance with the Service Plan, the Service Plan IGA, and any approved development plans for the Project, and shall provide the operation and maintenance services described in Exhibit B, attached hereto and incorporated herein by this reference (the “**O & M Services**” and together with the “Administrative Services”, the “**Services**”). The Operating District agrees to provide the O & M Services for the Taxing Districts, provided that the Taxing Districts observe and perform the covenants and agreements set forth in this Agreement and are not otherwise in default of this Agreement.

District Nos. 1-3 acknowledge that any Public Improvements financed or refinanced with Tax-Advantaged Obligations may not be owned by or conveyed or dedicated to an owners association except to the extent such ownership, conveyance of dedication will not adversely affect the tax-advantaged status of such Tax-Advantaged Obligations.

a. The Operating District may suspend or curtail O&M Services in its discretion as necessary or appropriate to address funding shortfalls that have occurred or are anticipated to occur in the future.

b. The Operating District shall have the authority to enter into service contracts with third-parties to provide O & M Services required or deemed appropriate by the Operating District in connection with the Public Improvements.

c. The Operating District may adopt rules, regulations, policies and procedures governing the Operating District’s acceptance and, as applicable, reimbursement for any Public Improvements that may be constructed in connection with the Project for the benefit of District Nos. 1-3.

5. Costs Associated with the Services. District Nos. 1-3 acknowledge that the Operating District will incur certain direct and indirect costs associated with the provision of the Services in order to properly provide the same and further ensure that the health, safety and welfare of District Nos. 1-3 and their inhabitants may be safeguarded. The Taxing Districts further recognize and acknowledge that the Operating District is providing the Services for the direct benefit of itself and the Taxing Districts, and the property owners within each of their respective boundaries. In exchange for the Operating District undertaking the provision of the Services, the Taxing Districts hereby agree to pay such the costs associated with the provision of the Services in accordance with this Agreement (the “**Service Costs**”).

6. Budget Process.

a. Preliminary Budget. Each year the Operating District shall prepare and submit to the Taxing Districts a preliminary budget for the following fiscal year showing the Services and Public Improvements to be provided and the proposed Costs anticipated to be incurred by the Operating District with respect to the Services and Public Improvements (the “**Preliminary Budget**”). The Operating District shall deliver the Preliminary Budget to the Taxing Districts on or before October 15 of each year. The Preliminary Budget shall be substantiated by existing contracts for the provision of the Services and Public Improvements and third party contractors, along with proposals for the same, and/or other reasonable and reliable documentation to substantiate and validate the Preliminary Budget. Such budget may establish reasonable reserves or contingencies to account for repairs and replacements in the future.

b. Budget Review and Approval. The Taxing Districts shall each submit any comments on the Preliminary Budget to the Operating District by November 1 of each year. District Nos. 1-3 shall exercise reasonable and good faith efforts to resolve any disagreements concerning the Preliminary Budget in order to arrive at a final budget by December 1 and to facilitate the adoption of a final budget and certification of mill levies by District Nos. 1-3. If any Taxing District does not provide a proposal for additions to and/or deletions from the Preliminary Budget in writing to the Operating District by November 1, such Taxing District shall be deemed to have approved the Preliminary Budget as presented. On or before December 10 each year, the Operating District shall approve the Preliminary Budget, including any additions to and/or deletions agreed upon, in which case the Preliminary Budget shall become the “**Final Budget**”.

c. Failure to Agree and Default Budget. In the event that the Operating District and the Taxing District are unable to agree with regard to any proposed additions and/or deletions to the Preliminary Budget by November 15 of any year, then District Nos. 1-3 shall submit the Preliminary Budget to a mutually selected mediator in an attempt to reach agreement with respect to a Final Budget. In the event District Nos. 1-3 cannot agree on a Final Budget by December 5 of any year, the Preliminary Budget with any amendments agreed to by District Nos. 1-3 shall be the Final Budget, and in any event the Final Budget shall not be greater than 20% higher than the Final Budget from the prior year, and budgeting, appropriation, and payments of the amounts called for in said budget shall be made by the Taxing Districts.

d. Budget Amendment. If after adoption of the Final Budget it appears to the Operating District that Costs for the year will exceed amounts as set forth in the Final Budget such that the Taxing Districts will have to appropriate additional funds for the payment of the Costs for the year, the Operating District shall notify the Taxing Districts as soon as reasonably practicable, and shall prepare and submit a proposed budget amendment to the Final Budget (each a “**Preliminary Budget Amendment**”) to the Taxing Districts for review and comment. Within fifteen (15) days of submission of a Preliminary Budget Amendment to the Taxing Districts, the Taxing Districts shall either: (a) approve the Preliminary Budget Amendment (in which case the Preliminary Budget Amendment shall become the “**Final Budget Amendment**”), or (b) propose in writing to the Operating District additions to and/or deletions from the Preliminary Budget Amendment. If any Taxing District does not provide a proposal for additions to and/or deletions from the Preliminary Budget Amendment in writing within fifteen (15) days as required herein, such Taxing District shall be deemed to have approved the Preliminary Budget Amendment as

presented. If any Taxing District does timely provide additions to and/or deletions from the Preliminary Budget Amendment, District Nos. 1-3 shall discuss and attempt in good faith to reach an agreement with respect to the Preliminary Budget Amendment within 30 days of the submission of the Preliminary Budget Amendment to the Taxing Districts from the Operating District. In the event that the Operating District and the Taxing Districts are unable to agree with regard to any proposed additions and/or deletions to the Preliminary Budget within the time provided herein, then District Nos. 1-3 shall submit the Preliminary Budget Amendment to a mutually selected mediator in an attempt to reach agreement with respect to a Final Budget Amendment. In the event District Nos. 1-3 cannot agree on a Final Budget Amendment within the time set forth above, the Preliminary Budget Amendment, with any amendments agreed to by District Nos. 1-3, shall be the Final Budget Amendment, and in any event the Final Budget Amendment shall not be greater than 20% higher than the Final Budget being amended by the Final Budget Amendment, and budgeting, appropriation, and payments of the amounts called for in said Final Budget Amendment shall be made by the Taxing Districts.

7. Deposit. Unless otherwise agreed by the Operating District, the Taxing Districts, on or before the 15th day of each month, shall deposit with the Operating District an amount equal to 1/12th of the annual Costs due from each District as determined by the Final Budget. Notwithstanding the foregoing, District Nos. 1-3 acknowledge that the Taxing Districts may fund the Costs via the imposition of an ad valorem mill levy, and in such case, may not have funds available during the first quarter of each fiscal year to make the payments set forth herein. In such event, the Operating District agrees to defer collection of such amounts until such time at the Taxing Districts have collected the funds for the Costs via the collection of taxes imposed through an ad valorem mill levy. All Costs due to the Operating District from the Taxing Districts shall be paid in lawful money of the United States of America by check mailed or delivered, or by wire transfer, to the Operating District, or such other method as may be mutually agreed to by District Nos. 1-3. The Operating District shall keep a record of and account for all deposits made by the Taxing Districts in accordance with generally acceptable accounting principles.

8. Operating District Permitted to Construct and Acquire Improvements. The Operating District may, on behalf of and for the benefit District Nos. 1-3, contract for and supervise the construction and acquisition of the Public Improvements described in the Service Plan and the applicable Final Budget or Final Budget Amendment for each Budget Year in such manner as the Operating District shall reasonably determine to be in the best interests of District Nos. 1-3. The Operating District may, on behalf of District Nos. 1-3, induce the developer to cause the Public Improvements to be designed, constructed, and completed to facilitate the timely provision of the Public Improvements through the execution of one or more construction contracts by the developer for the benefit of District Nos. 1-3.

9. Taxing Districts' Pledge. In order to fund the Costs, the Taxing Districts agree to levy on all of the taxable property of the Taxing Districts, in addition to all other taxes and other revenues, direct annual taxes to the extent necessary to provide for payment of the Costs and, in the amount of the Required Mill Levy or a lesser amount as determined by the Operating District. This Agreement is a limited tax obligation, and nothing herein shall be construed to require the Taxing Districts to impose an ad valorem property tax levy for the payment of the Costs in excess of the Required Mill Levy.

a. The Taxing Districts shall provide to the Operating District (i) on or before September 30 of each year, the preliminary certification of assessed value for the Taxing Districts provided by the Douglas County Assessor; and (ii) no later than one business day after receipt by the Taxing Districts, the final certified assessed value for the Taxing Districts provided by the Douglas County Assessor (expected to be provided to the Taxing Districts no later than December 10 of each year) for the Taxing Districts. The Operating District shall use such information to determine the Required Mill Levy for the Budget Year. The Operating District shall preliminarily confirm the Required Mill Levy and provide to the Taxing Districts, as part of the Preliminary Budget Documents, the preliminary Required Mill Levy no later than October 15 of each year, and shall finally determine the Required Mill Levy, and provide to the Taxing Districts the amount of the Required Mill Levy no later than December 14 of each year.

b. The Taxing Districts each acknowledge that they have actively participated in the development of the calculation for determining the Required Mill Levy to fund the Costs in any given year and that, so long as made in accordance with the foregoing, the determinations of the Operating District as to the Required Mill Levy shall be final and binding upon each Taxing District.

c. This Section 9 is hereby declared to be the certificates of the Taxing Districts to the Board of County Commissioners of Douglas County indicating the aggregate amount of taxes to be levied for the purposes of paying the Costs due hereunder.

d. It shall be the duty of the Taxing Districts annually at the time and in the manner provided by law for the levying of the Taxing Districts' taxes, if such action shall be necessary to effectuate the provisions of this Agreement, to ratify and carry out the provisions hereof with reference to the levy and collection of the ad valorem property taxes herein specified, and to require the officers of the Taxing Districts to cause the appropriate officials of Douglas County, to levy, extend and collect the Required Mill Levy in the manner provided by law for the purpose of providing funds for the payment of the amounts to be paid hereunder promptly as the same, respectively, become due. The taxes, when collected, shall be applied only to the payment of the amounts to be paid hereunder.

e. The taxes shall be levied, assessed, collected, and enforced at the time and in the form and manner and with like interest and penalties as other general taxes in the State.

f. The Taxing Districts shall pursue all reasonable remedies to collect, or cause the collection of, delinquent ad valorem taxes within its boundaries.

g. District Nos. 1-3 acknowledge that the amount of tax revenue payable to the Operating District under this Agreement shall be limited to the tax revenue generated from the imposition of a mill levy limited as set forth in the definition of Required Mill Levy herein.

10. Capital Costs, Bond Payments, and Debt Limit Allocation.

a. District Nos. 1-3 agree that the Taxing Districts shall use best efforts to issue general obligation bonds, and if bonds are issued, the Taxing District(s) shall pay the proceeds thereof to the Operating District in full or partial satisfaction of the Taxing Districts' obligation to

pay Capital Costs. All payments received by the Operating District in the form of bond proceeds transferred from the Taxing District(s) shall be applied to reduce the then remaining balance of the Capital Costs due under this Agreement.

b. Pursuant to the Debt Allocation IGA, District Nos. 1-3, together, are prohibited from issuing Debt (as defined in the Service Plan) in a combined, aggregate amount that exceeds a total of \$30,000,000 (the “**Debt Limitation**”). District Nos. 1-3 agree, notwithstanding the terms of the Service Plan or Debt Allocation IGA or any debt authorization approved by the electors at the Election that under no circumstances may District Nos. 1-3, collectively, issue a total amount of Debt that exceeds the Debt Limitation. District Nos. 1-3 each agree to provide written notice at least thirty (30) days in advance of any proposed debt issuance to the other Districts to ensure that District Nos. 1-3 collectively do not issue Debt in excess of the Debt Limitation.

To the extent bonds referred to in this section or in section 11 below (or loans or similar debt obligations) are issued as Tax-Advantaged Obligations (e.g., obligations the interest on which is excludable from gross income for federal income tax purposes) and to the extent a District has control over, owns or uses Public Improvements financed or refinanced by such bonds, such District shall comply with all federal tax law limitations applicable to the Tax-Advantaged Obligations to ensure the continued tax-advantaged status of such obligations.

11. Contractual Obligations. The Operating District may borrow funds or issue revenue bonds secured by the general obligation of the Taxing Districts to faithfully perform its obligations under this Agreement. Accordingly, and pursuant to the authorization approved by the electors of the Taxing Districts at an election duly called and held in accordance with law, the Taxing Districts agree that this Agreement constitutes a contractual general obligation indebtedness of the Taxing Districts, subordinate to any bonds issued by the Taxing Districts and as limited hereby, lawfully approved by its electorate and lawfully and properly entered into by its Board. Notwithstanding anything else to the contrary in this agreement, the Service Costs and Capital Costs required to be paid under this Agreement shall be considered contractual debt of the Taxing Districts and shall not be considered to be the issuance of general obligation bonds pursuant to § 11-59-103(9), C.R.S., or under the limitations of the Service Plan unless specifically required to be so considered under the terms of the Service Plan.

12. Purpose. In addition to the provisions of this Agreement, inclusive of the recitals herein, reference shall also be made to the Service Plan for purposes of construing this Agreement and the intent of District Nos. 1-3 as the same has been manifested by District Nos. 1-3 course of conduct over time or other extrinsic evidence. District Nos. 1-3 agree that they shall be entitled to any remedy, order, judgment or action which is or may be necessary in order to make operative the intentions of District Nos. 1-3 as expressed herein. District Nos. 1-3 acknowledge that performance of this Agreement is key to full implementation of the Service Plan and that any attempt by any District to terminate this Agreement other than in accordance with Section 17, by judicial action or otherwise, is acknowledged to be and shall constitute a “material departure” from the Service Plan which, in addition to all other remedies set forth herein, the other District(s) shall be entitled to seek to enjoin in accordance with § 32-1-207, C.R.S., as amended from time to time. Notwithstanding the foregoing agreements regarding “material departures” from the Service Plan, the agreements and acknowledgments of District Nos. 1-3 relative thereto are expressed solely for the benefit of District Nos. 1-3 to aid in their efforts to enforce this Agreement and shall

not constitute or be admissible as admissions by any District in efforts, which may be taken by any other person to enjoin activities by or otherwise seek legal or equitable remedies against any District under state law.

13. Rules and Regulations. All rules and regulations, and amendments thereto, placed in force by the Operating District from time to time concerning the provision of any Services shall be fully enforceable within the legal boundaries of the Taxing Districts. The Taxing Districts agree to promptly exercise any rule making or police power they each may have to fully assist the Operating District in enforcing the Operating District's rules and regulations.

14. General Representations, Warranties and Covenants. In addition to other representations, warranties and covenants made by District Nos. 1-3 as set forth in this Agreement, District Nos. 1-3 make the following additional representations, warranties and covenants to each other, and may be held liable for any loss suffered as a consequence of any misrepresentation or breach.

a. Each District has the full right, power and authority to enter into, perform and observe this Agreement.

b. Neither the execution of this Agreement, the consummation of the transactions contemplated hereunder, nor the fulfillment of or the compliance with the terms and conditions of this Agreement by each District will conflict with or result in a breach of any terms, conditions, or provisions of, or constitute a default under, or result in the imposition of any prohibited lien, charge, or encumbrance of any nature under any agreement, instrument, indenture, or any judgment order, or decree to which any District is a party or by which any District is bound.

c. This Agreement is valid, binding and legally enforceable obligation of District Nos. 1-3 and is enforceable in accordance with its terms.

d. Each District shall keep and perform all of the covenants and agreements contained herein and shall take no action that could have the effect of rendering this Agreement unenforceable in any manner.

15. Boundary Adjustments. Pursuant to the Service Plan IGA, District Nos. 1-3 are authorized to include and exclude property among their boundaries without the consent of the Town so long as the property is located within the HR935 Property as legally described in Exhibit A of the Service Plan IGA and so long as such inclusion and exclusion does not result in such property being located in more than one of District Nos. 1-3. Notwithstanding the foregoing, the Taxing Districts shall not consent to the exclusion of any real property from within their boundaries if such exclusion would materially impact the Taxing District's ability to pay the Operating District for the Costs as provided herein, without first obtaining the consent of the Operating District and the other Taxing District, which consent shall not be unreasonably withheld.

16. Conveyance of Assets. To the extent owned by a Taxing District, no Taxing District shall sell, transfer, convey or otherwise encumber any portion of the Public Improvements without the prior written consent of the Operating District. The applicable Taxing District shall cause the proceeds of any sale of any portion of such Public Improvements to be paid to, or at the direction of, the Operating District. Notwithstanding the foregoing in this paragraph, consent of the

Operating District shall not be required if District No. 3 is the Operating District and the remaining Taxing District consents to such sale, transfer, conveyance or other encumbrance.

17. Default, Remedies and Enforcement.

a. Events of Default. The violation of any provision of this Agreement by any District, the occurrence of any one or more of the following events, and/or the existence of any one or more of the following conditions shall constitute an Event of Default under this Agreement.

i. The failure of a Taxing District to impose the Required Mill Levy and remit revenues to the Operating District;

ii. The failure to perform or observe any other covenants, agreements, or conditions in this Agreement on the part of any District and to cure such failure within ten (10) days of receipt of notice from any of the other Districts of such failure; provided, however, that if the applicable default is of a nature that is not reasonably susceptible of being cured within such ten (10) day period, then the cure period shall extend so long as the defaulting District commences its cure within such ten (10) day period and thereafter pursues the cure to completion by the exercise of due diligence, as determined by the non-defaulting District(s);

iii. The filing of a voluntary petition under federal or state bankruptcy or insolvency laws or the appointment of a receiver for any of the applicable District's assets which is not dismissed within thirty (30) days of such filing or appointment;

iv. Assignments by a Taxing District for the benefit of a creditor and a failure to secure the release or termination of such assignments within thirty (30) days after the making of such assignments; or

v. The dissolution, insolvency, or liquidation of a District and a failure to cure such dissolution, insolvency, or liquidation within ten (10) days of receipt of written notice.

b. Remedies on Occurrence of Events of Default. Upon the occurrence of an Event of Default, the non-defaulting District(s) shall have the following rights and remedies that may be pursued (in the event of an Event of Default by a Taxing District, the non-defaulting District with rights and remedies shall be the Operating District only, unless the Operating District as its election permits any remedies for the other Taxing District).

i. In the event of a breach of any provision of this Agreement, any non-defaulting District may ask a court of competent jurisdiction to enter a writ of mandamus to compel the Board of Directors of the defaulting District to perform its duties under this Agreement, and any non-defaulting District may seek from a court of competent jurisdiction temporary and/or permanent injunctions, or orders of specific performance, to compel the defaulting District to perform in accordance with the obligations set forth under this Agreement.

ii. The non-defaulting District(s) may protect and enforce their rights under this Agreement by such suit, action, or special proceedings or remedies as they shall deem

appropriate, including without limitation any proceedings for specific performance of any covenant or agreement contained herein, for the enforcement of any other appropriate legal or equitable remedy, or for the recovery of damages caused by breach of this Agreement, including attorneys' fees and all other costs and expenses incurred in enforcing this Agreement or exercising any available remedies.

iii. If, at any time, there shall cease to be electors in the Operating District, or if no electors of the Operating District are willing to act as directors of the Operating District, the Taxing Districts may ask a court of competent jurisdiction to designate the proper persons to assume control of the Operating District for the purposes of causing the performance of the Operating District's obligations under this Agreement.

iv. If the Event of Default is non-payment by a Taxing District, the Operating District may suspend the provision of the Services to the Taxing District until such time as the Taxing District cures such Event of Default.

v. To terminate this Agreement for any Event of Default that causes the non-defaulting District(s) irreparable harm material to their aggregate interests under this Agreement.

vi. To take or cause to be taken such other actions as the non-defaulting District(s) reasonable deem necessary.

c. Delay or Omission No Waiver. No delay or omission of any District to exercise any right or power accruing upon any Event of Default shall exhaust or impair any such right or power or shall be construed to be a waiver of any Event of Default, or acquiescence therein.

d. No Waiver of One Default to Affect Another; All Remedies Cumulative. No waiver of any Event of Default hereunder by any District shall extend to or affect any subsequent or any other then existing Event of Default or shall impair any rights or remedies consequent thereon. All rights and remedies of the non-defaulting District(s) provided in this Agreement may be exercised with or without notice, shall be cumulative, may be exercised separately, concurrently or repeatedly, and the exercise of any such right or remedy shall not affect or impair the exercise of any other right or remedy.

18. Termination. District Nos. 1-3 acknowledge that they are part of a fully integrated project and community, that the Public Improvements are not easily partitioned among District Nos. 1-3 and that cooperation in the termination process will be necessary to ensure that the integrity and quality of the community is maintained. In addition to the following provisions regarding termination of this Agreement, if this Agreement is terminated by any Taxing District in relation to Administrative Services, the Operating District shall be paid for all Administrative Services performed for such Taxing District prior to such termination.

a. Administrative Services.

i. Notwithstanding the provisions of Section 3 hereof, District Nos. 1-3 shall have the right to elect to perform their own Administrative Services. Such election (i) once made, shall remain effective for the duration of the term of this Agreement unless the

electing District receives the consent of the Operating District set forth below, (ii) must be made by giving notice thereof to the Operating District no later than August 31st of a Planning Year, to be effective on January 1 of the applicable Budget Year, and (iii) shall, notwithstanding the provisions of Section 6 hereof, entitle the electing District to receive and retain sufficient revenues from its operations and maintenance mill levy to fund the electing District's Administrative Services.

ii. In the event that any District has elected to perform its own Administrative Services in accordance with this Section 18 and later determines it would be more appropriate to revert to the Operating District performing the Administrative Services, such District must apply to the Operating District no later than August 31st of a Planning Year and receive the consent of the Operating District in order for the revision to be effective on January 1st of the applicable Budget Year. In the event any such revision is approved by the Operating District, the applicable Taxing District will no longer be authorized to retain any revenues from its operations and maintenance mill levy to fund the Administrative Services.

b. O&M Services. The Taxing Districts' obligation to remit revenues to the Operating District, and the Operating District's obligation to provide the O & M Services, shall only terminate after a written notice has been provided by one of District Nos. 1-3 to the other District(s) and an agreement is approved by each of the Taxing Districts setting forth the matters required in this Section 18(b) (the "**Termination Agreement**").

i. It shall be required that any such Termination Agreement contain provisions to ensure that the Public Improvements are operated effectively and economically and that the public health, safety, prosperity, and general welfare of the residents and property owners of District Nos. 1-3 will be better served by the termination. Such Termination Agreement shall be required to include (1) a plan for the manner in which ownership and maintenance of the Public Improvements shall be allocated and transferred as among District Nos. 1-3, (2) a plan for payment associated with any outstanding obligations of the Operating District, as the same are incurred prior to the proposed date of termination; (3) to the extent any of the Public Improvements have been financed directly by the Operating District and such obligations remain outstanding, a plan for the payment of all such obligations and/or debts; (4) the manner in which outstanding agreements of the Operating District may be terminated, cancelled, assigned or otherwise handled; and (5) such other matters as may be reasonably necessary to effectuate the termination. The Termination Agreement shall be required to include an indemnification from the Taxing Districts to the Operating District, which shall be acceptable to the Operating District and indemnify it against all injuries, losses and other events of damage associated with any such outstanding agreements.

ii. In the event the Taxing Districts are not able to reach an agreement, they shall submit the issues to mediation and shall make a good faith effort to come to an agreement with the intent of reaching a cooperative solution that will best serve the residents and property owners of District Nos. 1-3, as a whole. At such time as the provisions of the Termination Agreement are finalized in compliance with the requirements above, the Public Improvements shall be transferred in accordance with the provisions of the Termination Agreement and the Operating District shall be fully relieved of all further

obligations absent any such obligations being specifically agreed to by the Operating District pursuant to the terms of the Termination Agreement.

19. Indemnification. To the extent permitted by law, the Operating District agrees to hold the Taxing Districts harmless from the claims of third persons arising out of the Operating District's provision of the Services for the benefit of District Nos. 1-3 under color of this Agreement and to defend all actions for damages arising out of such claims which may be brought against the Taxing Districts by third persons. In the event of an occurrence or loss out of which a claim arises or could arise, the Taxing Districts agree to transmit in writing and at once, any notice of information received or learned by the Taxing Districts concerning such claim. The Taxing Districts agree not to voluntarily make any payment, assume any obligation or incur any expense in connection with the subject matter of this paragraph if any such actions would impair the rights of the Operating District or another District. No claim shall lie against the Operating District hereunder unless as a condition precedent thereto, the Taxing Districts have fully complied with the provisions of this Agreement and the amount of the Taxing Districts' obligation to pay shall have been fully determined. The foregoing indemnity shall not apply, however, to any third-party claims attributable to any actions or omissions of either Taxing District, including, without limitation, any failure of a Taxing District to timely pay any sums due and owing hereunder. To the extent permitted by law, the Taxing Districts agree to hold the Operating District harmless from the claims of third persons arising out of the termination of this agreement by the Taxing Districts and to defend, at their expense, all actions for damages arising out of such claims which may be brought against the Operating District by third persons.

20. Notices. Except as otherwise provided herein, all notices required under this Agreement shall be in writing and shall be (a) hand-delivered, and in such instance, considered effective upon delivery, (b) sent by registered or certified mail, return receipt requested, postage prepaid, and in such instance, considered effective seventy-two (72) hours after deposit in the United States mail with the proper address as set forth below, (c) sent by reputable overnight courier, and in such instance, considered effective on the next business day, or (d) sent via email, and in such instance considered effective upon receipt of an electronic delivery confirmation with a hard copy to be sent no later than three (3) business days after electronic delivery confirmation via one of the delivery methods specified in (a), (b) or (c) of this sentence, to the addresses of the Parties herein set forth. Any party by notice so given may change the address to which future notices shall be sent.

To the Operating District: Hess Ranch Metropolitan District No. 3
WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law
2154 East Commons Avenue, Suite 2000
Centennial, Colorado 80122
Attention: Kristin Tompkins, Esq.
(303) 858-1800 (phone)
(303) 858-1801 (fax)
ktompkins@wbapc.com

To the Taxing Districts: Hess Ranch Metropolitan District No. 1
Hess Ranch Metropolitan District No. 2
WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law
2154 East Commons Avenue, Suite 2000
Centennial, Colorado 80122
Attention: Kristin Tompkins, Esq.
(303) 858-1800 (phone)
(303) 858-1801 (fax)
ktompkins@wbapc.com

21. Miscellaneous.

a. Relationship of Parties. This Agreement does not and shall not be construed as creating a joint venture, partnership, or employer-employee relationship between District Nos. 1-3. District Nos. 1-3 intend that this Agreement be interpreted as creating only an ordinary contractual relationship between them as contemplated in the Service Plan, without any fiduciary or other special duties. District Nos. 1-3 hereby incorporate the RECITALS into this Agreement. It is also agreed that the conduct and control of the work and functions required by this Agreement shall lie solely with the Operating District which shall be free to exercise reasonable discretion in the performance of its duties under this Agreement. No District shall, with respect to any activity, be considered an agent or employee of any other District.

b. Assignment. Except as set forth herein or as contemplated in the Service Plan, neither this Agreement, nor any of a District's rights, obligations, duties or authority hereunder may be assigned in whole or in part by any District without the prior written consent of District Nos. 1-3. Any such attempt of assignment without the requisite consent shall be deemed void and of no force and effect at the election of any District with consent rights. Consent to one assignment shall not be deemed to be consent to any subsequent assignment, nor the waiver of any right to consent to such subsequent assignment. Notwithstanding, nothing contained herein shall prohibit the Operating District from engaging contractors, employees or other third parties to perform the Services, or any portion thereof, on behalf of the Operating District.

c. Modification. This Agreement may be modified, amended, changed or terminated, except as otherwise provided herein, in whole or in part, only by an agreement in writing duly

authorized and executed by District Nos. 1-3. No consent of any third party shall be required for the negotiation and execution of any such agreement.

d. Integration. This Agreement contains the entire agreement between and among District Nos. 1-3 regarding the subject matter hereof, and no statement, promise or inducement made by any District or the agent of any District that is not contained in this Agreement or separate written instrument shall be valid or binding.

e. Severability. Legal invalidation of any of the provisions of this Agreement or of any paragraph, sentence, clause, phrase, or word herein, or the application thereof in any given circumstance, shall not affect the validity of any other provision of this Agreement.

f. District Dissolution. In the event any District seeks to dissolve pursuant to §§ 32-1-701, *et seq.*, C.R.S., as amended, it shall provide written notification of the filing or application for dissolution to the other Districts concurrently with such filing. No District shall seek to dissolve so long as this Agreement is in effect without the prior written consent of the other Districts.

g. Survival of Obligations. Unfulfilled obligations of District Nos. 1-3 arising under this Agreement shall be deemed to survive the expiration of this Agreement or termination of this Agreement by court order. Said obligations shall be binding upon and inure to the benefit of District Nos. 1-3 and their respective successors and assigns.

h. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado. Venue shall be proper in the county in which District Nos. 1-3 are located.

i. Headings for Convenience Only. The headings, captions and titles contained herein are intended for convenience and reference only and are not intended to construe the provisions hereof.

j. Time Is of the Essence. Time is of the essence hereof; provided, however, that if the last day permitted or the date otherwise determined for the performance of any act required or permitted under this Agreement falls on a Saturday, Sunday or legal holiday, the time for performance shall be extended to the next succeeding business day, unless otherwise expressly stated.

k. Persons Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than District Nos. 1-3, any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all of the covenants, terms, conditions, and provisions in this Agreement by and on behalf of District Nos. 1-3 shall be for the sole and exclusive benefit of District Nos. 1-3 acting through their respective Board of Directors. This Agreement shall be construed as an intergovernmental agreement among District Nos. 1-3 only. It is expressly agreed by District Nos. 1-3 that no entity or person other than the Taxing Districts shall obtain any enforceable rights to service from the Operating District, and, to this end, it is expressly declared by District Nos. 1-3 that no entity or person shall be construed as a third party beneficiary of any kind of this Agreement except as expressly stated herein.

l. District Records. Each District shall have the right to access and review each other's records and accounts, at reasonable times during the District's regular office hours, for purposes of determining compliance by District Nos. 1-3 with the terms of this Agreement. Such access shall be subject to the provisions of the Colorado Open Records Act contained in §§24-72-101, *et. seq.*, C.R.S. and any policies adopted by the District. In the event of disputes or litigation between District Nos. 1-3, all access and requests for such records shall be made in compliance with the Colorado Open Records Act and any applicable litigation discovery rules.

m. Recovery of Costs. In the event of any litigation between or among District Nos. 1-3 hereto concerning the subject matter hereof, the prevailing District(s) in such litigation shall receive from the losing District(s), in addition to the amount of any judgment or other award entered therein, all reasonable costs and expenses incurred by the prevailing District(s) in such litigation, including reasonable attorneys' fees.

n. Compliance with Law. District Nos. 1-3 agree to comply with all federal, state and local laws, rules and regulations which are now, or in the future may become applicable to District Nos. 1-3, to their business or operations, or to services required to be provided by this Agreement.

o. Instruments of Further Assurance. District Nos. 1-3 each covenant that they will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered, such acts, instruments, and transfers as may reasonably be required for the performance of their obligations hereunder.

p. Governmental Immunity. Nothing herein shall be construed as a waiver of the rights, privileges and immunities of any of District Nos. 1-3 pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et. seq.*, C.R.S., as amended from time to time.

q. Counterpart Execution. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

r. Negotiated Provisions. This Agreement shall not be construed more strictly against one District than against any other District, it being acknowledged that each District has contributed substantially and materially to the preparation of this Agreement.

s. Agreement Among Districts. Notwithstanding anything in this Agreement to the contrary, any determinations to be made under this Agreement concerning (1) the ownership, use, operation or maintenance of any of the Public Improvements and (2) the budgeting of Service Costs and Capital Costs shall be made upon mutual agreement of District No. 1 and District No. 2 without regard to agreement or disagreement by District No. 3. Upon termination of this Agreement in accordance with its provisions, title to any Public Improvements at such time held by District No. 3 shall be transferred to, District No. 1 or District No. 2, as may be mutually determined by District No. 1 and District No. 2.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, District Nos. 1-3 have executed this Agreement as of the day and year first above written.

**HESS RANCH METROPOLITAN DISTRICT
NO. 1**

By: _____
President

ATTEST:

Secretary

**HESS RANCH METROPOLITAN DISTRICT
NO. 2**

By: _____
President

ATTEST:

Secretary

**HESS RANCH METROPOLITAN DISTRICT
NO. 3**

By: _____
President

ATTEST:

Secretary

EXHIBIT A

ADMINISTRATIVE SERVICES

TO BE PROVIDED BY THE OPERATING DISTRICT

1. Serve as the “official custodian” and repository for the Taxing Districts’ records, including, but not limited to, providing file space, incidental office supplies and photocopying, meeting facilities and reception services.
2. Coordination of all Board meetings to include:
 - a. Preparation and distribution of agenda and information packets.
 - b. Preparation and distribution of meeting minutes.
 - c. Preparation, filing and posting of legal notices required in conjunction with the meeting.
 - d. Other details incidental to meeting preparation and follow-up.
3. Ongoing maintenance of an accessible, secure, organized and complete filing system for the Taxing Districts’ official records.
4. Monthly preparation of checks and coordination of postings with an accounting firm.
5. Periodic coordination with an accounting firm for financial report preparation and review of financial reports.
6. Insurance administration, including evaluating risks, comparing coverage, processing claims, completing applications, monitoring expiration dates, processing routine written and telephone correspondence, etc., and ascertaining that all contractors and subcontractors maintain required coverage for the Taxing Districts’ benefit.
7. Election administration, including preparation of election materials, publications, legal notices, pleadings, conducting training sessions for election judges, and generally assisting in conducting the election.
8. Budget preparation, including preparation of proposed budget in coordination with an accounting firm, preparation of required and necessary publications, legal notices, resolutions, certifications, notifications and correspondence associated with the adoption of the annual budget and certification of the tax levy.
9. Response to inquiries, questions and requests for information from the Taxing Districts’ property owners, residents and others, including open records requests pursuant to the Colorado Open Records Act, §§ 24-72-101 et seq., C.R.S.
10. Drafting proposals, bidding contract and construction administration, and supervision of contractors.

11. Analysis of financial condition and alternative financial approaches, and coordination and structuring of bond issue or other debt preparation.
12. Administration of the expenditure of any funds or proceeds related to any loans, bonds, or other financial obligations issued by any one of District Nos. 1-3.
13. Oversight of investment of District Nos. 1-3's funds based on investment policies in accordance with state law.
14. Provide liaison and coordination with other governments.
15. Coordinate activities and provide information as requested to an external auditor engaged by the Operating District.
16. Supervise and ensure contract compliance of all service contractors.
17. Coordinate legal, accounting, management, engineering and other professional services.
18. Assist any auditors in the preparation of its annual audit as required by the laws of the State of Colorado.
19. Advise and assist the Taxing Districts by analyzing the Taxing Districts' long and short-term financial needs and presenting the Taxing Districts with long and short-term financial proposals (including structuring of bond or other forms of debt issuance) to meet those needs.
20. Facilitate and ensure that any continuing disclosures are handled in accordance with law as the same is required for debt of the Taxing Districts.
21. Provide emergency communication services for the Public Improvements.
22. Perform such other services as may from time to time be reasonably necessary in furtherance of securing the Taxing Districts' compliance with all applicable federal and state statutes and regulations and with applicable county and local laws; provided, however, that any and all expenditures in furtherance of these services shall be made and reimbursed in accordance with this Agreement.
23. Contracting for the design, planning, engineering, construction and/or acquisition, management, landscape architecture and engineering, soil testing and inspection, and line and systems testing and inspection attributable to the Public Improvements.
24. Obtaining any and all real property interests necessary for the provision of the Public Improvements.
25. Obtaining any and all governmental and/or administrative approvals necessary to the provision of the Public Improvements, including provision for the payment of fees associated therewith.

26. Performing and/or contracting for construction administration of construction contracts by which the Public Improvements and Public Improvements are constructed.
27. Contracting for the acquisition of water rights to the extent necessary for the provision of the Public Improvements.
28. Administering collection of any amounts due to District Nos. 1-3 under any cost recovery or other reimbursement agreement relating to the Public Improvements.
29. Engagement of consultants necessary in connection with provision of the Administrative Services, including attorneys, accountants, engineers, managers, architects, soils consultants, and any other consultant determined by the Operating District to be necessary or appropriate to the provision of the Administrative Services.
30. In addition to these services, when other services are necessary in the opinion of the Operating District, the Operating District may recommend the same to the Taxing Districts. The Operating District may, with the approval of the Taxing Districts, provide any Administrative Services to the Taxing Districts in lieu of retaining consultants or contractors to provide those services.

EXHIBIT B
O & M SERVICES
TO BE PROVIDED BY THE OPERATING DISTRICT

Drainage Improvements (including detention and storm improvements)
Street Improvements (including roads, curbs, gutters, culverts, sidewalks, bridges, parking facilities, paving, lighting, grading, landscaping, and other street improvements)
Traffic and Safety Controls
Open Space and Trails
Landscaping
Parks and Recreation Improvements and Facilities, including club houses, recreation centers, and swimming pools
Retaining Walls
Irrigation Systems
Streetscape associated with the widening of Bayou Gulch Road

EXHIBIT C
CAPITAL COSTS
TO BE PROVIDED BY THE OPERATING DISTRICT

Capital Costs means the costs properly attributable to the Project or any part thereof, including without limitation:

- a. the costs of labor and materials, of machinery, furnishings, and equipment, and of the restoration of property damaged or destroyed in connection with construction work for the Public Improvements;
- b. the costs of insurance premiums, indemnity and fidelity bonds, financing charges, bank fees, taxes, or other municipal or governmental charges lawfully levied or assessed;
- c. administrative and general overhead costs;
- d. the costs of reimbursing funds advanced by the Operating District in anticipation of reimbursement from Bond proceeds, including any intrafund or interfund loan;
- e. the costs of reimbursing funds advanced to District Nos. 1-3, for the benefit of District Nos. 1-3, by any private party, including any developer or builder, pursuant to one or more agreements with any of District Nos. 1-3;
- f. the costs of surveys, appraisals, plans, designs, specifications, and estimates;
- g. the costs, fees, and expenses of printers, engineers, architects, financial consultants, legal advisors, or other agents or employees;
- h. the costs of publishing, reproducing, posting, mailing, or recording documents;
- i. the costs of contingencies or reserves;
- j. the costs of issuing the Bonds;
- k. the costs relating to the issuance of any bonds or other debt;
- l. the costs of repaying any short-term financing, construction loans, and other temporary loans, and of the incidental expenses incurred in connection with such loans;
- m. the costs of acquiring any property, rights, easements, licenses, privileges, agreements, and franchises;
- n. the costs of demolition, removal, and relocation of Public Improvements; and
- o. all other lawful costs as determined by the Board.



Request for Town Council Action

Date: June 17, 2019

Submitted By: Kristin Schledorn, Deputy Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 3.345.1 - Second Reading**
A Bill for an Ordinance Affirming the Passage of Emergency Ordinance No. 3.345, Series of 2019, A Bill for an Emergency Ordinance to Impose a Temporary Suspension for One Hundred Eighty (180) Days in Duration on the Processing and Approval of any Application for a Town of Parker Permit or License Related to the Operation of a Business that Would Be Engaged in the Growing, Storage, Extraction, Processing or Manufacturing of Industrial Hemp or the Extraction, Processing or Manufacturing of Industrial Hemp in Commercial Products Containing Industrial Hemp; Directing the Prompt Investigation of the Town's Regulatory Authority Over Such Businesses Pursuant to the Authority Granted by Article XX, Section 6, of the Colorado Constitution; and Declaring the Intention of the Town Council to Consider the Adoption of Appropriate Town Regulations With Respect to Such Businesses if Permitted by Law

Department: Town Attorney, Kristin Schledorn

EXECUTIVE SUMMARY

On May 20, 2019, Town Council approved Emergency Ordinance No. 3.345, Series of 2019. Pursuant to Parker Home Rule Charter Section 7.6, an emergency ordinance must be affirmed by Town Council within 90 days after passage to remain in effect.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Amendment 64 (Colo. Const. Article XVIII §16) legalized the recreational use of marijuana. Amendment 64 also provided the following related to industrial hemp:

“In the interest of enacting national policies for the treatment of all variations of the cannabis plant, the people of Colorado further find and declare that industrial hemp shall be regulated separately from strains of cannabis with higher delta-9 tetrahydrocannabinol (THC) concentration.”

Colo.Const.Art. XVIII, §16(1)(c). Amendment 64 also directed the General Assembly to enact “legislation governing the cultivation, processing and sale of industrial hemp.” Id. at §16(5)(j). While the General Assembly enacted the “Industrial Hemp Regulating Program Act (the “Act”) (C.R.S. §§ 35-61-101, et seq.), the Act generally regulates the cultivation of hemp, but not the storage, extraction, processing or manufacture of industrial hemp or commercial products containing industrial hemp.

During the 2019 legislative session, SB19-240 was introduced to address this shortfall in complying with the constitutional mandate of enacting legislation to govern the “processing and sale” of industrial hemp. SB19-240, which was passed on 3rd reading by both the Senate and the House, is currently awaiting the signature of the Governor. Under Section 3 of SB19-240, the “governing bodies of municipalities” would have the power to regulate hemp businesses “to charge a fee for a local license and establish licensing requirements for businesses engaged in the storage, extraction, processing or manufacture of industrial hemp . . . or industrial hemp products . . .” The Town Council desires to investigate the authority of the Town, as a Colorado home rule municipality under Article XX, Section 6, of the Colorado Constitution and SB19-240 if it goes into effect, to establish licensing requirements for businesses engaged in the storage, extraction, processing or manufacture of industrial hemp or commercial products containing industrial hemp (the “Hemp Operations”).

Town staff has determined that there are significant land-use and public safety impacts associated with Hemp Operations. The Town currently has general land-use regulations to address the location of Hemp Operations. The Town Council desires to investigate the appropriate manner of accommodating Hemp Operations within the Town, including location, bulk standards, potential nuisance impacts, and proximity to sensitive receptors/uses.

While the Town has building code regulations that may mitigate some of the public safety impacts associated with Hemp Operations, Town staff wishes to evaluate the need for additional standards because Hemp Operations would constitute a new type of business activity in Town. For example, the process for extracting the cannabidiol (“CBD”) from hemp may involve the use of flammable solvents and result in the release of hazardous vapors, which may necessitate fire suppression, scrubbers and filters and which may require further evaluation. Additionally, there may be a need for regulations to address potential nuisance impacts, which may include, but are not be limited to, the proper storage of hemp (and mitigation of the odor), the storage and handling of chemicals and the proper disposal of hemp byproducts associated with Hemp Operations. The Town Council desires to investigate the appropriate regulations needed to properly accommodate business activity and associated with Hemp Operations within the Town.

The Town's Building Division has received several inquiries about opening businesses that would engage in Hemp Operations. The Town's current regulations may not be adequate to address the impacts associated with this type of use and activity. Town staff will need a minimum of 180 days to develop adequate regulations to address Hemp Operations in the Town.

There is currently one pending application with the Town for a business that would engage in Hemp Operations and would be located within a limited-industrial area of the Town, which business would not be subject to the attached ordinance.

On May 20, 2019, Town Council approved Emergency Ordinance No. 3.345, Series of 2019. Pursuant to Parker Home Rule Charter Section 7.6, an emergency ordinance must be affirmed by Town Council within 90 days after passage to remain in effect.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)

PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

1. Ordinance No. 3.345.1

RECOMMENDED MOTION

I move to approve Ordinance No. 3.345.1 on second reading.

ORDINANCE NO. 3.345.1, Series of 2019

TITLE: A BILL FOR AN ORDINANCE AFFIRMING THE PASSAGE OF EMERGENCY ORDINANCE NO. 3.345, SERIES OF 2019, A BILL FOR AN EMERGENCY ORDINANCE TO IMPOSE A TEMPORARY SUSPENSION FOR ONE HUNDRED EIGHTY (180) DAYS IN DURATION ON THE PROCESSING AND APPROVAL OF ANY APPLICATION FOR A TOWN OF PARKER PERMIT OR LICENSE RELATED TO THE OPERATION OF A BUSINESS THAT WOULD BE ENGAGED IN THE GROWING, STORAGE, EXTRACTION, PROCESSING OR MANUFACTURING OF INDUSTRIAL HEMP OR THE EXTRACTION, PROCESSING OR MANUFACTURING OF INDUSTRIAL HEMP IN COMMERCIAL PRODUCTS CONTAINING INDUSTRIAL HEMP; DIRECTING THE PROMPT INVESTIGATION OF THE TOWN'S REGULATORY AUTHORITY OVER SUCH BUSINESSES PURSUANT TO THE AUTHORITY GRANTED BY ARTICLE XX, SECTION 6, OF THE COLORADO CONSTITUTION; AND DECLARING THE INTENTION OF THE TOWN COUNCIL TO CONSIDER THE ADOPTION OF APPROPRIATE TOWN REGULATIONS WITH RESPECT TO SUCH BUSINESSES IF PERMITTED BY LAW

WHEREAS, the Town Council of the Town of Parker passed Ordinance No. 3.345, Series of 2019, as an emergency ordinance on May 20, 2019, A Bill for an Emergency Ordinance to Impose a Temporary Suspension for One Hundred Eighty (180) Days in Duration on the Processing and Approval of any Application for a Town of Parker Permit or License Related to the Operation of a Business that Would Be Engaged in the Growing, Storage, Extraction, Processing or Manufacturing of Industrial Hemp or the Extraction, Processing or Manufacturing of Industrial Hemp in Commercial Products Containing Industrial Hemp; Directing the Prompt Investigation of the Town's Regulatory Authority Over Such Businesses Pursuant to the Authority Granted by Article XX, Section 6, of the Colorado Constitution; and Declaring the Intention of the Town Council to Consider the Adoption of Appropriate Town Regulations With Respect to Such Businesses if Permitted by Law;

WHEREAS, Section 7.6 of the Town of Parker Home Rule Charter requires that emergency ordinances "shall not be in effect longer than ninety (90) days after passage, unless the Council by subsequent ordinance shall affirm the same;" and

WHEREAS, the Town Council of the Town of Parker desires to affirm the passage of Ordinance No. 3.345, Series of 2019.

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, ORDAINS:

Section 1. The Town Council of the Town of Parker hereby affirms the passage of Ordinance No. 3.345, Series of 2019, attached hereto as **Exhibit A**, and incorporated by this reference.

Section 2. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained. The Town Council further finds that the title to this Ordinance was posted in two public places two days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

Section 3. Severability. If any clause, sentence, paragraph or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 4. This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2019.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2019.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT A

ORDINANCE NO. 3.345, Series of 2019

TITLE: A BILL FOR AN EMERGENCY ORDINANCE TO IMPOSE A TEMPORARY SUSPENSION FOR ONE HUNDRED EIGHTY (180) DAYS IN DURATION ON THE PROCESSING AND APPROVAL OF ANY APPLICATION FOR A TOWN OF PARKER PERMIT OR LICENSE RELATED TO THE OPERATION OF A BUSINESS THAT WOULD BE ENGAGED IN THE GROWING, STORAGE, EXTRACTION, PROCESSING OR MANUFACTURING OF INDUSTRIAL HEMP OR THE EXTRACTION, PROCESSING OR MANUFACTURING OF INDUSTRIAL HEMP IN COMMERCIAL PRODUCTS CONTAINING INDUSTRIAL HEMP; DIRECTING THE PROMPT INVESTIGATION OF THE TOWN'S REGULATORY AUTHORITY OVER SUCH BUSINESSES PURSUANT TO THE AUTHORITY GRANTED BY ARTICLE XX, SECTION 6, OF THE COLORADO CONSTITUTION; AND DECLARING THE INTENTION OF THE TOWN COUNCIL TO CONSIDER THE ADOPTION OF APPROPRIATE TOWN REGULATIONS WITH RESPECT TO SUCH BUSINESSES IF PERMITTED BY LAW

WHEREAS, Amendment 64 (which legalized the recreational use of marijuana) directed the General Assembly to enact legislation to govern the cultivation, processing and sale of industrial hemp;

WHEREAS, the General Assembly previously adopted Article 61 of Title 35 of the Colorado Revised Statutes enacting the Industrial Hemp Regulatory Program, but such provisions generally regulate only the cultivation of hemp, but not the storage, extraction, processing or manufacturing of industrial hemp or the extraction, processing or manufacturing of industrial hemp in commercial products containing industrial hemp;

WHEREAS, the provisions generally regulating the cultivation of industrial hemp do not adequately address the impacts of growing, storage, extraction, processing or manufacturing of industrial hemp or the extraction, processing or manufacturing of industrial hemp in commercial products containing industrial hemp in the Town of Parker;

WHEREAS, the General Assembly passed Senate Bill 19-240, which is currently awaiting the signature of the Governor, which if finally enacted, would authorize local governments to establish licensing requirements on businesses engaged in the growing, storage, extraction, processing, or manufacturing of industrial hemp or the extraction, processing or manufacturing of industrial hemp in commercial products containing industrial hemp ("Industrial Hemp Operations");

WHEREAS, the Town Council has been made aware that staff has received inquiries from persons who are interested in opening and operating businesses engaged in Industrial Hemp Operations, including one now-pending application;

WHEREAS, there are likely significant land use and public safety impacts associated with Industrial Hemp Operations;

WHEREAS, the Town Council desires to investigate the appropriate land use provisions that provide a manner of accommodating Industrial Hemp Operations within the Town, including location, bulk standards, potential nuisance impacts, and proximity to sensitive receptors/uses;

WHEREAS, the Town has general building code regulations applicable to Industrial Hemp Operations, and such regulations likely do not adequately address the impacts of such Industrial Hemp Operations within the Town, including the use of extremely flammable and combustible solvents and materials used in the extraction of industrial hemp, which could result in the release of hazardous vapors, and which may necessitate fire suppression, scrubbers and filters, which may require further evaluation;

WHEREAS, the Town Council further finds that there may be a need for regulations to address potential nuisance impacts of such Industrial Hemp Operations, which may include, but are not limited to, the proper storage of hemp (and mitigation of the odor), the storage and handling of chemicals, and the proper disposal of hemp byproducts associated with Industrial Hemp Operations;

WHEREAS, the imposition of a 180-day suspension on the processing and approval of any new application for a Town of Parker permit or license related to the operation of a business that would be engaged in the growing, storage, extraction, processing or manufacturing of industrial hemp or the extraction, processing or manufacturing of industrial hemp in commercial products containing industrial hemp will allow the Town staff and the Town Council to investigate the Town's ability to regulate such businesses and to develop and implement any appropriate land use, licensing and building code regulations, while allowing any application deemed complete as of May 10, 2019, for an Industrial Hemp Operation (the "Pending Application") to be processed in accordance with existing Town regulations; and

WHEREAS, a 180-day temporary suspension is a reasonable length of time for the Town to properly investigate, develop and, if appropriate, adopt and implement any regulations with respect to such new Industrial Hemp Operations and related uses, or any amendments to the now-pending application.

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, ORDAINS:

Section 1. Findings and Intent. The above and foregoing recitals are incorporated herein by reference and adopted as findings and determinations of the Town Council of the Town of Parker.

Section 2. Imposition of Temporary Suspension on Applications for Permits and Licenses Related to the Operation of a Business that would be Engaged in the Growing, Storage, Extraction, Processing or Manufacturing of Industrial Hemp or the Extraction, Processing or Manufacturing of Industrial Hemp in Commercial Products Containing Industrial Hemp. Upon the adoption of this Ordinance, a temporary suspension is imposed upon the processing and approval of all new applications for permits and licenses by the Town related to the operation of a

business that would be engaged in the growing, storage, extraction, processing or manufacturing of industrial hemp or the extraction, processing or manufacturing of industrial hemp in commercial products containing industrial hemp, referred to as Industrial Hemp Operations. The Town staff is directed to refuse to process, review or approve any such new applications for such businesses during the temporary suspension period. Provided, however, the Pending Application shall not be included within the temporary suspension, provided that the Pending Application is not amended.

Section 3. **Staff to Investigate and Prepare Proposed Regulations.** Before the expiration of the temporary suspension imposed by this Ordinance, the Town staff, working with the Town Attorney, shall prepare appropriate regulations, if any, concerning Industrial Hemp Operations.

Section 4. **Police Power Finding.** The Town Council hereby finds, determines and declares that this Ordinance is necessary and proper to provide for the safety, preserve the health, promote the prosperity, and improve the order, comfort and convenience of the Town and the inhabitants thereof.

Section 5. **Authority.** The Town Council hereby finds, determines and declares that it has the power to adopt this Ordinance pursuant to: (i) the Local Government Land Use Control Enabling Act, Article 20 of Title 29 C.R.S.; (ii) Part 3 of Article 23 of Title 31, C.R.S. (concerning municipal zoning powers); (iii) Section 31-15-103, C.R.S. (concerning municipal police powers); (iv) Section 31-15-401, C.R.S. (concerning municipal police powers); (v) Section 31-15-501 C.R.S. (concerning municipal power to regulate businesses); (vi) the authority granted to home rule municipalities by Article XX of the Colorado Constitution; and (vii) the powers contained in the Town of Parker Home Rule Charter (the "Charter").

Section 6. **Emergency Declared; Effective Date; Expiration.** Pursuant to Section 7.6 of the Charter, the Town Council finds, determines and declares that passage of this Ordinance is necessary for the immediate preservation of the public peace, health and safety in order to prevent the processing and approval of any application for a Town permit or license relating to the processing and approval of any application for a Town of Parker permit or license related to the operation of a business that would be engaged in the growing, storage, extraction, processing or manufacturing of industrial hemp or the extraction, processing or manufacturing of industrial hemp in commercial products containing industrial hemp, until the Town has had a reasonable opportunity to determine: (i) the extent of the Town's regulatory authority over such businesses, including, but not limited to, the authority to license, zone and otherwise regulate such businesses; and (ii) what regulations, if any, should be imposed by the Town upon such businesses. Failure to immediately impose the temporary suspension provided for in this Ordinance will potentially allow acquisition of certain rights with respect to businesses that would be engaged in the growing, storage, extraction, processing or manufacturing of industrial hemp or the extraction, processing or manufacturing of industrial hemp in commercial products containing industrial hemp before the Town has had a reasonable opportunity to consider appropriate regulations thereof. The Town Council further determines that the adoption of this Ordinance as an emergency ordinance is in the best interest of the citizens of the Town of Parker. The temporary suspension imposed by the Ordinance shall commence as of the date of the adoption of this Ordinance and shall expire one hundred eighty (180) days thereafter, unless repealed prior to that date or extended, if necessary, as determined by Town ordinance.

Section 7. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained. The Town Council further finds that the publication of an agenda that contains the title to this Ordinance in a newspaper of local circulation prior to first and final reading of this Ordinance creates a financial burden on the Town and that the title to this Ordinance was posted in two (2) public places two (2) days before the Town Council meeting to the extent required by Section 7.5e. of the Town of Parker Home Rule Charter.

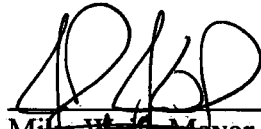
Section 8. Severability. If any clause, sentence, paragraph or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 9. This Ordinance shall become effective immediately upon adoption.

INTRODUCED, ADOPTED AND PASSED ON FIRST READING this 20th day of May, 2019.

ATTEST:


Carol Baumgartner, Town Clerk


~~Mike Walt, Mayor~~
John Diak, Mayor Pro Tem

APPROVED AS TO FORM:


James S. Maloney, Town Attorney