FOSSIL RIDGE METROPOLITAN DISTRICTS NOS. 1-3

Agenda is preliminary and subject to change by majority vote of the Boards at the meeting. Any individuals with questions regarding this Notice of Regular Meeting and Agenda, or who require special accommodation to attend and/or participate in the meeting, should please contact the Secretary of the Board of Directors of District 1 at frdistrict2@gmail.com

NOTICE OF A REGULAR MEETING AND SUMMARY OF AGENDA ITEMS

Board of Directors – D1:	Board of Directors – D2:	Board of Directors – D3:
David Wilson - President	Gerry Reese - President	Mike McCleary - President
Dave McGraw - V.P.	Tom Waterman - V.P.	Alana Bissonnette - V.P.
Terry Larson - Treasurer	Alan Plumhoff- Treasurer	Laura Paviglianiti - Treasurer
Tom Waterman - Secretary	Mike Walker - Secretary	Pepper Trahan - Secretary
Mike Walker - Asst. Secretary	Terry Larson - Asst. Sec.	David Wilson - Asst. Sec.

Consultants:

Mat Birkeness, CRS District Manager
Phil Schneider, CRS Community Manager

Kelley Duke, Esq. Legal Counsel Dino Ross, Esq. Legal Counsel Benjamin Larson Esq. Legal Counsel

DATE: Monday, July 21, 2025

TIME: 6:30 P.M.

PLACE: 15250 W Evans Ave. Lakewood CO 80228 and Virtual Meeting

First time using web-based meetings? Review this link well before the meeting (prep time: 20-mimutes) Video audio and access via computer, tablet, or mobile device, click link: https://us06web.zoom.us/j/85655717829 Audio access via telephone: Dial - +1 720 707 2699 | enter meeting ID -856 5571 7829 follow prompts If you access via telephone only, you will be asked to provide your name by the moderator Standard rates and fees may apply, as charged by your carrier, based on your service.

I. ADMINISTRATIVE MATTERS

a.	Call to Order/Roll Call/Declaration of Quorum (Districts 1-3)
b.	Present Disclosures of Potential Conflicts of Interest (Districts 1-3)
c.	Confirm Posting of Meeting Notices (Districts 1-3)

d. Consideration of District 3 Director Positions Modification (District 3)

II. CONSENT AGENDA

These items are considered to be routine and will be approved by one motion. There will be no separate discussion of these items unless requested by a Board member; in which event, the item will be removed from the Consent Agenda and considered in the Regular Agenda.

- Approval/Ratification of the payment of claims for the period ending July 1, 2025 (enclosure) Pg. 4
- -Approval of the minutes of the May 20, 2025 Regular Meeting (enclosure) Pg.5-10
- -Retreat Credit Card Purchases Ratification Pg. 11-12
- III. LEGAL UPDATE: Director Wilson and Ireland Stapleton Legal Counsel Pg. 13-14
- IV. 2024 FRMD #1-3 Audit Report Highlights Christine McLeod, Haney and Company Pg.15-29
- V. PUBLIC COMMENT (Districts 1-3) Each person will be limited to 3 minutes.

VI. FINANCIAL MATTERS

- a. 2024 FRMD Nos. 1&2 Budget Amendments (enclosure) Director Plumhoff Pg.30-35
- b. Finance Committee Members Update (verbal) Director Plumhoff
- c. Opening of Bank account with InBank (verbal) CRS

VII. OPERATIONS AND MAINTENANCE MATTERS (District 1)

- a. Consideration of Appointment of Director Walker as Social Committee board liaison (verbal)
 Director Wilson
- b. Social Committee Request for Movie Night September 12, 2025 (enclosure) Jenn Penn Pg.36-39
- c. Landscape Update (verbal) CRS
 - -Consideration of Rock and Edger Proposals (enclosure) CRS Pg.40-42
- d. Retreat and Community Update CRS (verbal)
 - Consideration of Permanent Lighting at Retreat (enclosure) Peggy Waterman Pg.43-55
- e. Community Engagement Committee Update-Director Reese (verbal)
 - Solterra-Connect Update and Budget Request (verbal and enclosure) Directors Bissonnette and Plumhoff Pg.56-65
- f. Engineer Report Director Larson (verbal)
 - -Ratification of Ponds Basin Clear outs (enclosure) Director Larson Pg.66-71
 - -Consideration of Under Drain Repair in Filing 16 (enclosure) Director Larson Pg.72

Fossil Ridge Metropolitan District No. 1-3

THE NEXT REGULAR MEETING IS SCHEDULED FOR MONDAY, AUGUST 25, 2025



System: 7/9/2025 5:06:41 PM User Date: 7/9/2025 Fossil Ridge Metro No 1 Page: 1 User ID: jbeans

VENDOR CHECK REGISTER REPORT

Payables Management

Ranges: From: To: To: From: Check Number First Last Check Date 5/1/2025 6/30/2025 Vendor ID First Checkbook ID First Last Last

Last

Sorted By: Check Number Ratify

* Voided Checks

Vendor Name First

Check Number	Vendor ID	Vendor Check Name	Check Date	Checkbook ID	Audit Trail Code	Amount
10826060	SCHIILTZ INDUSTR	Schultz Industries Inc.	6/24/2025	FIRSTBANK	PMCHK00000884	\$32,463.92
10826061	CRS	CRS of Colorado		FIRSTBANK	PMCHK00000885	\$37,436.97
10826062	HAYNIE	Haynie & Company		FIRSTBANK	PMCHK00000886	\$11,000.00
10826063	L GLANZER	Lisa Glanzer		FIRSTBANK	PMCHK00000887	\$451.42
10826064	P WATERMAN	Peggy Waterman		FIRSTBANK	PMCHK00000888	\$12.92
10826065	AO PROPERTY	AQ Property Solutions LLC		FIRSTBANK	PMCHK00000889	\$2,512.60
10826066	10 # GORILLA	10 Pound Gorilla		FIRSTBANK	PMCHK00000896	\$1,560.00
10826067	GEN AIR	General Air Service & Supply		FIRSTBANK	PMCHK00000890	\$108.87
11354854	HAYNIE	Haynie & Company		FIRSTBANK	PMCHK00000899	\$1,600.00
11354855		Schultz Industries Inc.		FIRSTBANK	PMCHK00000897	\$50,000.00
11354856	IRELAND	Ireland Stapleton		FIRSTBANK	PMCHK00000097	\$8,141.50
		Perfect Pools		FIRSTBANK		
11354857	PERFECT				PMCHK00000901	\$10,000.00
11354858	KINETICO	Kinetico Advanced Water System			PMCHK00000902	\$249.99
11354859		Schultz Industries Inc.		FIRSTBANK	PMCHK00000898	\$22,693.17
11602245	IRELAND	Ireland Stapleton		FIRSTBANK	PMCHK00000904	\$141.00
2145614		Schultz Industries Inc.		FIRSTBANK	PMCHK00000861	\$27,045.25
2145615	1VISION	1VISION		FIRSTBANK	PMCHK00000859	\$31,091.34
2145616	FRONTIER	Frontier Fire Protection, LLC		FIRSTBANK	PMCHK00000860	\$385.00
4426489	SCHULTZ INDUSTR	Schultz Industries Inc.	5/20/2025	FIRSTBANK	PMCHK00000867	\$2 , 553.48
4426490	IRELAND	Ireland Stapleton	5/20/2025	FIRSTBANK	PMCHK00000868	\$16 , 077.50
4426491	PERFECT	Perfect Pools	5/20/2025	FIRSTBANK	PMCHK00000869	\$12,286.00
4426492	CRS	CRS of Colorado	5/20/2025	FIRSTBANK	PMCHK00000870	\$48,158.36
4426493	L GLANZER	Lisa Glanzer	5/20/2025	FIRSTBANK	PMCHK00000871	\$570.41
4426494	LINDA JAGIELLO	Linda Jagiello	5/20/2025	FIRSTBANK	PMCHK00000872	\$198.75
4426495	TABLE MOUNTAIN	Table Mountain Electric Inc	5/20/2025	FIRSTBANK	PMCHK00000873	\$400.00
4426496	HAYNIE	Haynie & Company	5/20/2025	FIRSTBANK	PMCHK00000874	\$11,000.00
4426497	T WATERMAN	Tom Waterman		FIRSTBANK	PMCHK00000875	\$125.44
7243292	SCHULTZ INDUSTR	Schultz Industries Inc.	5/29/2025	FIRSTBANK	PMCHK00000880	\$39,347.19
7243293	PLAYGROUND	Playground Safety Solutions, I			PMCHK00000879	\$750.00
7243294	MERRICK	Merrick		FIRSTBANK	PMCHK00000882	\$10,104.64
7243295		Schultz Industries Inc.		FIRSTBANK	PMCHK00000881	\$34,744.68
EFT000000000118	CONSOLIDATED	Consolidated Mutual Water		FIRSTBANK	PMCHK00000857	\$41.50
EFT000000000119	ANGEL	Angel Touch Commercial Cleanir			PMCHK00000858	\$270.00
EFT0000000000119	ANGEL	Angel Touch Commercial Cleaning			PMCHK00000862	\$2,344.00
EFT0000000000120	ANIMAL &	Animal & Pest Control Speciali			PMCHK00000863	\$135.00
EFT000000000121	CONSOLIDATED	Consolidated Mutual Water		FIRSTBANK	PMCHK00000864	\$41.50
EFT000000000122	COMCAST	Comcast		FIRSTBANK	PMCHK00000865	\$171.15
EFT000000000123		Waste Management		FIRSTBANK	PMCHK00000866	\$368.21
						\$721.00
EFT000000000125	ANGEL	Angel Touch Commercial Cleanin			PMCHK00000876	
EFT000000000126		Integrity Fence Company LLC		FIRSTBANK	PMCHK00000877	\$1,250.00
EFT000000000127	ANGEL	Angel Touch Commercial Cleanin			PMCHK00000891	\$2,160.00
EFT00000000128	ANIMAL &	Animal & Pest Control Speciali			PMCHK00000892	\$135.00
EFT000000000129	CONSOLIDATED	Consolidated Mutual Water		FIRSTBANK	PMCHK00000893	\$499.70
EFT00000000130	COMCAST	Comcast		FIRSTBANK	PMCHK00000894	\$171.15
EFT00000000131		Waste Management		FIRSTBANK	PMCHK00000895	\$367.56
EFT00000000132	POOL MEDICS	Pool & Spa Medics	6/20/2025	FIRSTBANK	PMCHK00000905	\$54 , 727.50
Total Chacks:	46			Total A	mount of Chacks:	\$476 613 67

Total Checks: 46 Total Amount of Checks: \$476,613.67 -----

Autopayments: 5/7/25 Xcel \$1,210.15 5/19/25 Comcast \$280.50 5/22/25 \$1,584.90

MINUTES OF THE COMBINED SPECIAL MEETING OF THE BOARDS OF DIRECTORS OF THE

FOSSIL RIDGE METROPOLITAN DISTRICT NO. 1 FOSSIL RIDGE METROPOLITAN DISTRICT NO. 2 FOSSIL RIDGE METROPOLITAN DISTRICT NO. 3

Held: Tuesday, May 20, 2025, 6:30 p.m.

Attendance

The combined special meeting of the Boards of Directors of the Fossil Ridge Metropolitan District Nos. 1-3 was called and held at 6:30 p.m., as shown, in accordance with Colorado law. The meeting was held in person at the community center, The Retreat 15250 W Evans Ave. Lakewood CO 80228 and virtually via ZOOM. Mr. Birkeness inquired whether any of the Board members had any potential conflicts of interest on matters coming before the board. There were no conflicts disclosed. The following Directors were in attendance:

District 1:

Terry Larson Dave McGraw Mike Walker Tom Waterman David Wilson

District 2:

Terry Larson Alan Plumhoff Gerry Reese Mike Walker Tom Waterman

District 3:

Alana Bissonnette Mike McCleary Laura Paviglianiti Pepper Trahan David Wilson

Consultants:

Mat Birkeness – District Manager – Community Resource Services Phil Schneider – Community Manager – Community Resource Services

Others identified in attendance:

Ed du Bray, Libby Vernon, April Tompkins, Meagan Nicolet, Mark Nicolet, Clinton Taylor, Jamie Flower, Lindsey and Caleb Tommasini, Deanna Droplewski, Irene Apergis, Nancy Reese, Wendy Shannon, Erica Stellish, Peggy Waterman, Grant Mott, Danielle Mott, Leean Sigle-McGraw, Susan

Sosin, Jennifer Betydrudek

Call to Order

Quorums of the Boards were present, and the Directors confirmed their qualifications to serve. Mr. Birkeness confirmed that the meeting has been properly noticed. The meeting was called to order at 6:30 p.m. District 1 Director McGraw noted his wife serves on the Landscape Committee.

District 2: Director Larson moved to excuse Director Reese for his absence. Director Waterman seconded the motion and a vote was taken and passed unanimously.

Administrative Matters

<u>Election of Officers:</u> District 1: Director Larson motioned for a slate of candidates as follows: Director Wilson as President, Director McGraw as VP, Director Waterman as Secretary, Director Larson as Treasurer, and Director Walker as Assistant Secretary. Director McGraw seconded the motion and a vote was taken and the motion passed unanimously.

District 2: Director Larson motioned for a slate of candidates as follows: Director Reese as President, Director Waterman as VP, Director Walker as Secretary, Director Plumhoff as Treasurer, and Director Larson as Assistant Secretary. Director Plumhoff seconded the motion and a vote was taken and the motion passed unanimously.

District 3: Director Wilson motioned for a slate of candidates as follows: Director McCleary as President, Director Bissonette as VP, Director Trahan as Secretary, Director Paviglianiti as Treasurer, and Director Wilson as Assistant Secretary. Director Paviglianiti seconded the motion and a vote was taken and the motion passed unanimously.

FRMD election of Meeting Chairperson and Vice Chairperson: Director McGraw motioned to elect himself as Meeting Chairperson. Director Wilson seconded the motion and a vote was taken as passed unanimously amongst the boards. Director Walker motioned to elect himself as Meeting Vice Chairperson. Upon a second by Director Plumhoff a vote was taken and passed unanimously amongst the boards.

Public Comment

Supplemental Additional File

Consent Agenda

Approval/Ratification of the payment of claims for the period ending 4/30/2025, Approval of the minutes of the March 24, 2025 Regular Meeting, Approval of the Special Meeting Minutes of April 21, 2025 and Retreat Credit Card Purchases Ratification.

<u>District 1:</u> Director Walker motioned to approve the consent agenda as presented. Upon second by Director Larson, a vote was taken, and the motion carried unanimously.

<u>District 2:</u> Director Plumhoff motioned to approve the consent agenda as presented. Upon second by Director Walker, a vote was taken, and the motion carried unanimously.

<u>District 3:</u> Director Trahan motioned to approve the consent agenda as presented. Upon second by Director Bissonette, a vote was taken, and the motion carried unanimously.

Financial Matters

Review and consider Approval of the 2025 Q1 Variance Reports: Director Wilson presented the reports and noted the drafting of the budget was done in the autumn of 2024 prior to settlement considerations.

<u>District 1:</u> Director Larson motioned to accept the reports as presented. Upon second by Director Waterman, a vote was taken, and the motion carried unanimously.

<u>District 2:</u> Director Plumhoff motioned to accept the reports as presented. Upon second by Director Walker, a vote was taken, and the motion carried unanimously.

<u>District 3:</u> Director McCleary motioned to accept the reports as presented. Upon second by Director Trahan, a vote was taken, and the motion carried unanimously.

THA and PAA schedule of fees and consideration of modifications: Director McCleary presented and noted THA fees will remain the same but PAA fees will be modified as purposed. Fee changes would take effect on July 1, 2025.

<u>District 1:</u> Director Waterman motioned to approve the fee modification. Upon second by Director Larson, a vote was taken, and the motion carried unanimously.

Consider Resolution to Transfer General Funds to Special Revenue Fund: Director McCleary noted meetings with the finance and accounting teams created discussions to transfer the funds. Ireland Stapleton reviewed and drafted the Resolution to support this transfer.

<u>District 1:</u> Director Wilson motioned to adopt the resolution as presented. Upon second by Director McGraw, a vote was taken, and the motion carried unanimously.

<u>District 2:</u> Director Larson motioned to adopt the resolution as presented. Upon second by Director Walker, a vote was taken, and the motion carried unanimously.

<u>District 3:</u> Director McCleary motioned to adopt the resolution as presented. Upon second by Director Bissonette, a vote was taken, and the motion carried unanimously.

Operations and Maintenance

Landscape Update: Mr. Birkeness updated the boards on the seasonal work completed. He also briefs the boards on the status of previously approved contracted

work.

Discussion regarding use of chemical application for weed mitigation: Extensive discussion occurred amongst the boards. Director Plumhoff proposed a working group to be formed (committee to investigate alternatives. Director Paviglianiti offered to be the board liaison for the committee. Director Wilson suggested Leean McGraw join the group due to her experience with the landscape committee.

District 1: Director McGraw motioned to create the committee to investigate alternatives for chemical use in the District common areas. Upon second by Director Walker, a vote was taken, and the motion carried unanimously.

Retreat and Community Update: Mr. Birkeness and Mr. Schneider presented various updates or ongoing tasks in the community. Director Waterman asked about the status of the Solterra Name Sign at the lower pool getting cleaned. Both Mr. Birkeness and Mr. Schneider provided this has been done per the pool replaster scope of work and due to the calcium or hard water in the community, this issue will be present.

Consideration of Permanent Lighting at Retreat: Peggy Waterman presented a report with lighting costs and potential cost savings. There was no discussion of budget, total bids to consider or warranty of permanent lights. The boards focused on a policy for usage of the lights and extensive discussion occurred. Peggy noted desire for Lighting on three holidays and the day before (Easter, 4th of July and Halloween).

District 1: Director Larson motioned to approve the lights installation based on a written policy to be drafted and approved by the board. Only the installation of the lights would be approved. Director Walker seconded the motion. A vote was taken and passed as Director McGraw opposed.

Retreat Noise Control for Events: Peggy Waterman presented to the boards that an update to the Retreat Events contracts should be considered due to the noise ordinance and disturbance to homes in the community. Director Walker requested the contracts to have the ordinance number inserted for reference.

<u>District 1:</u> Director Wilson motioned to approve the Retreat Rental contracts update as presented. Upon second by Director Walker, a vote was taken, and the motion carried unanimously.

<u>District 2:</u> Director Plumhoff motioned to approve the Retreat Rental contracts update as presented. Upon second by Director Waterman, a vote was taken, and the motion carried unanimously.

<u>District 3:</u> Director Trahan motioned to approve the Retreat Rental contracts update as presented. Upon second by Director Paviglianiti, a vote was taken, and the motion carried unanimously.

Community Engagement Committee Update: Director McGraw noted a board member orientation to be held at the Retreat on June 7th. Directors Plumhoff and Bissonette briefed the boards on a district website update and document storage database. The website is targeting a proposal for board consideration at the July 21st meeting provided by a web developer. Director Walker offered his assistance on the document database storing to work with Director Plumhoff that will require board policy.

Engineering Report: Director Larson presented the Developer is targeting a build out for Filings 18 and 20 by the end of 2025. Excavation work has begun in Filing 21.

Acceptance process group: Director McGraw presented to the boards that between the Developer and FRMD Filings 17-21 will follow the Acceptance Process previously accepted by both parties. To facilitate that process for FRMD Directors McGraw, Larson and McCleary would take the lead as District liaisons.

<u>District 1:</u> Director McGraw motioned to approve the Acceptance process group of Directors McGraw, Larson and McCleary. Upon second by Director Waterman, a vote was taken, and the motion carried unanimously.

<u>District 2:</u> Director Plumhoff motioned to approve the Acceptance process group of Directors McGraw, Larson and McCleary. Upon second by Director Walker, a vote was taken, and the motion carried unanimously.

<u>District 3:</u> Director Wilson motioned to approve the Acceptance process group of Directors McGraw, Larson and McCleary. Upon second by Director Bissonette, a vote was taken, and the motion carried unanimously.

Appointment of Director Larson as District Engineer Liaison for FRMD #1-3:

<u>District 1:</u> Director McGraw motioned to appoint Director Larson as District Engineer Liaison for FRMD #1-3. Upon second by Director Walker, a vote was taken, and the motion carried unanimously.

<u>District 2:</u> Director Plumhoff motioned to appoint Director Larson as District Engineer Liaison for FRMD #1-3. Upon second by Director Waterman, a vote was taken, and the motion carried unanimously.

<u>District 3</u>: Director Paviglianiti motioned to appoint Director Larson as District Engineer Liaison for FRMD #1-3. Upon second by Director Bissonette, a vote was taken, and the motion carried unanimously.

Adjournment

There being no further business to come before the Boards, the meeting was adjourned at 8:43 p.m. as follows:

- <u>District 1:</u> Director Wilson motioned to adjourn. Upon second by Director Walker, a vote was taken, and the motion carried unanimously.
- <u>District 2:</u> Director Larson motioned to adjourn. Upon second by Director Walker, a vote was taken, and the motion carried unanimously.
- <u>District 3:</u> Director Trahan motioned to adjourn. Upon second by Director Bissonnette, a vote was taken, and the motion carried unanimously.

Respectfully submitted,

Secretary of the Meeting

Date Company	, D	ollar Amount	Reseaon for Using the Card
1/6/2025 Amazon	\$	48.41	Replace signs that were damaged by the wind
1/8/2025 Amazon	\$	54.03	Measurement wheel for Landscaping Committee
1/30/2025 Hot Water	r Now \$	262.00	Service for tankless hot water heater
2/14/2025 Amazon	\$	333.50	Office Supplies
3/17/2025 Amazon	\$	309.21	Office Supplies and Easter Supplies
3/17/2025 Oriental T	rading \$	1,117.49	Easter Supplies
3/17/2025 King Soop	ers \$	110.18	Office Supplies
3/18/2025 Webstura	nt Store \$	497.18	Total was \$534.47 but the taxes will be removed once they approve the exemption. Stanchions part of the sa
3/19/2025 OCC Outo	doors \$	1,256.38	Post for walkway
3/26/2025 Amazon	\$	48.22	Lockboxes and sign
4/9/2025 Einstin Ba	igels \$	124.33	Coffee for Easter Event
4/9/2025 King Soop	ers \$	211.81	Drinks for the event
4/25/2025 Target	\$	144.75	Replace the coffee maker in the office
5/1/2025 Amazon	\$	660.13	Supplies for the retreat and fitness building
5/16/2025 High 5 Plu	ımbing \$	1,423.35	Repair broken pipe and leaking valve to be able to process the backflow in pump room
5/16/2025 Ace Hardy	ware \$	44.99	Purchase of a new hose as others are cracked
5/20/2025 Amazon	\$	118.75	Supplies for the retreat
5/30/2025 Hot Water	r Now \$	149.00	Tankless heater diagnostic after water left on in fitness building
5/30/2025 Einstin Ba	igels \$	189.22	Bagels and Coffee for engagment meeting
6/4/2025 Ace Hardy	ware \$	4.13	Replacement pump room key as we needed to give it to the fire department
6/13/2025 Oriental T	rading \$	118.47	Items for the 4th of July Parade
6/13/2025 Ace Hardy	ware \$	61.99	New hose reel
6/13/2025 King Soop	ers \$	111.72	Donuts for 4th of July
6/13/2025 King Soop	ers \$	132.49	Supplies for the office
6/13/2025 Amazon	\$	533.36	Supplies for the retreat and fitness building
6/19/2025 Amazon	\$	638.69	Umbrellas for the pool

afety grant

DRAFT

Daga	14:	NT.	
Reso	lution	INO.	

JOINT RESOLUTION BOARDS OF DIRECTORS OF THE FOSSIL RIDGE METROPOLITAN DISTRICTS NOS. 1-3

A JOINT RESOLUTION AUTHORIZING COMMENCEMENT OF MERGER PROCESS AND ESTABLISHING MERGER COMMITTEE

WHEREAS, in 2007, Solterra LLC, through its predecessor, CARMA Lakewood, LLC ("Developer"), organized Fossil Ridge Metropolitan District No. 1 ("District No. 1"), Fossil Ridge Metropolitan District No. 2 ("District No. 2"), and Fossil Ridge Metropolitan District No. 3 ("District No. 3") (collectively, the "Districts") for the purpose of financing, constructing, operating, and maintaining certain public improvements ("Public Improvements") within the development known as Solterra in Lakewood, Colorado ("Development");

WHEREAS, through a Service Plan approved by the City of Lakewood, District No. 1 serves as the operating district that is responsible for constructing, operating, and maintaining the Public Improvements. Districts Nos. 2 and 3 are responsible for generating the revenue necessary for District No. 1 to construct, operate, and maintain the Public Improvements;

WHEREAS, the three-district structure suited the Developer's purposes in financing and constructing the Public Improvements in phases over the last 18 years, with approximately 5% of the Development remaining to be constructed. The three-district structure also enabled the Developer to maintain control over the Districts by having its employees and other Developer-chosen individuals serve on the Board of Directors ("Board(s)") for each of the Districts;

WHEREAS, in mid-2017, all the Developer's employees and other Developer-chosen individuals simultaneously resigned from the Board of each District. Over the ensuing year, residents within the Development were elected or appointed to the Boards of the Districts;

WHEREAS, because the Developer no longer controls the Districts and the Development is close to completion, the three-district structure no longer serves a useful purpose, as the financial, administrative, and operational needs of the Development can be met through a single unified special district;

WHEREAS, merging the Districts into a single unified special district will eliminate the significant administrative and statutory compliance burdens and expenses associated with maintaining a three-district structure, including conducting three annual audits; developing, adopting, and monitoring three budgets and the associated accounting services; meeting statutory requirements for three Districts; conducting elections of Board members for the three Districts; and, annually developing, certifying, and collecting property taxes for both District No. 2 and District No. 3;

WHEREAS, the Colorado Legislature has declared that "...it is the policy of this state to provide for and encourage the consolidation of special districts and to provide the means therefor by simple procedures in order to prevent or reduce duplication, overlapping, and fragmentation of the functions and facilities of special districts; that such consolidation will better serve the people of this state; and that consolidated districts will result in reduced costs and increased efficiency of operation." C.R.S. § 32-1-102(4); and,

WHEREAS, the Boards for the Districts have determined that it is in the best interest of the community they serve and the Districts to merge District Nos. 1 and 2 into District No. 3, and subsequently dissolve District Nos. 1 and 2 ("*Merger*").

NOW THEREFORE, be it jointly resolved by the Boards of Directors of the Districts that, effective immediately upon adoption of this Resolution:

1. following Dire	There is hereby established a Merger Committee that shall initially be comprised of the ctors:
	a. District No. 1: Director(s)
	b. District No. 2: Director(s)
	c. District No. 3: Director(s)
reduce the num	By the affirmative vote of a majority of the Directors of each Board who are present at a duly meeting at which a quorum of each Board is present, the Boards may at any time: a) expand on the of Merger Committee members; b) establish, add to, modify, or eliminate the scope of luties of the Merger Committee; and/or c) dissolve the Merger Committee.
	The Board of a District may, by the affirmative vote of a majority of the Directors of that present at a duly noticed public meeting at which a quorum of that Board is present, appoint or Committee members who are Directors of that Board, as it deems appropriate.
bind the Distric	The Merger Committee and the Districts' legal counsel shall take all actions necessary or accomplish the Merger; provided, that the Merger Committee shall not have the authority to ets or a specific District to any financial or contractual obligations, which authority is expressly Boards of the Districts or to an applicable District Board.
BOARD OF D	TED and APPROVED thisday of July, 2025. IRECTORS E METROPOLITAN DISTRICT NO. 1
By: David Wils	By: By: Loyd T. Waterman, Board Secretary
BOARD OF D FOSSIL RIDG	IRECTORS E METROPOLITAN DISTRICT NO. 2
By:Gerry Rees	By:
BOARD OF D FOSSIL RIDG	IRECTORS E METROPOLITAN DISTRICT NO. 3
By:Mike McC	By:

FOSSIL RIDGE METROPOLITAN DISTRICTS Nos. 1, 2, and 3

Audit Presentation To The Board For The Year Ending December 31, 2024

July 21, 2025



Agenda

- Engagement team
- Engagement Status
- Audit procedures
- Required communications
- Uncorrected or corrected misstatements
- Upcoming GASB Pronouncements



ENGAGEMENT TEAM

Christine McLeod, CPA, christinem@hayniecpas.com 303-995-4970 Audit Partner

Hannah Shelter, hannahs@hayniecpas.com 432-550-5882 Audit Manager







AUDIT PROCEDURES





- Client acceptance
- Identify risks
- Identify key processes and transactions
- Establish engagement dates
- Determine materiality

Understand the Entity

- Review policies and procedures
- Review internal control documentation
- Perform walkthroughs of key processes
- Interview client personnel
- Review prior-year and interim financial data

Develop Audit Approach

- Develop targeted audit procedures
- Determine sampling plan for testing
- Send third-party confirmations
- Coordinate audit fieldwork with management

Audit Fieldwork

- Fieldwork
- Substantive testing
- Inquiries
- Analytical testing
- Review of audit results with management

Reporting

- Review draft financial statements
- Issue final opinions
- Meet with audit committee or board of directors



Engagement status

As of the date of this report, we have substantially completed our audit of the 2024 financial statements, pending completion of the following items:

- Receipt of signed management representation letter
- Subsequent events review through to financial statement approval date
- Approval of financial statements by board of directors.

We conducted our audit in accordance with United States Generally Accepted Auditing Standards. The objective of our audit was to obtain reasonable, not absolute, assurance about whether the financial statements are free from material misstatement.



REQUIRED COMMUNICATIONS



Selection of, or changes in, accounting policies or their application

No change in accounting policies or their application.

Accounting estimates

- Based on our review of the Company's critical accounting estimates, no significant changes were noted in the current period.
 - Depreciable lives

Disagreements with management

- We encountered no disagreements with management about matters that, individually or in the aggregate, could be significant to
 - The District's financial information
 - Our audit procedures

Difficulties encountered in performing the audit

• No difficulties were encountered.



Management consultation with other accountants

• We are not aware of any consultations management had with other accountants about significant review or accounting matters.

Management representation

• Management will sign a representation letter prior to issuance of the report.

Other matters

- Supplementary information in-relation-to opinion
- Other information no opinion and no assurance



UNCORRECTED & CORRECTED MISSTATEMENTS



Misstatements

No uncorrected or corrected misstatements

DRAFT



Upcoming GASB Pronouncements



Pronouncement	Status	Date Issued	Effective Date (fiscal years beginning after)
Statement No. 102: Certain Risk Disclosures	Final	12/1/2023	6/15/2024
This Statement requires a government to assess whether a concentration or constraint makes the primary		1	
government reporting unit or other reporting units that report a liability for revenue debt vulnerable to the risk of			
a substantial impact. Additionally, this Statement requires a government to assess whether an event or events			
associated with a concentration or constraint that could cause the substantial impact have occurred, have begun to			
occur, or are more likely than not to begin to occur within 12 months of the date the financial statement are			
Statement No. 103: Financial Reporting Model Improvements	Final	4/1/2024	6/15/2025
The objective of this Statement is to improve key components of the financial reporting model to enhance its effectiveness			
in providing information that is essential for decision making and assessing a government's accountability. This Statement			
also addresses certain application issues.			
Statement No. 104: Disclosure of Certain Capital Assets	Final	9/1/2024	6/15/2025
State and local governments are required to provide detailed information about capital assets in notes to financial			
statements. Statement No. 34, Basic Financial Statements—and Management's Discussion and Analysis—for State and			
Local Governments, requires certain information regarding capital assets to be presented by major class. The objective of			
this Statement is to provide users of government financial statements with essential information about certain types of			
capital assets.			

QUESTIONS AND ANSWERS



THANK YOU!









Haynie & Company

Certified Public Accountants & Management Consultants

HaynieCPAs.com

RESOLUTION TO AMEND 2024 BUDGET FOSSIL RIDGE METROPOLITAN DISTRICT NO. 1

WHEREAS, the Board of Directors of the **FOSSIL RIDGE METROPOLITAN DISTRICT NO. 1** appropriated funds for the fiscal year 2024 as follows:

General Fund	\$ 2,699,870
Special Revenue Fund	\$ 99,060
Reserve Study Fund	\$ 418,000
Capital Projects Fund	\$ 225.000

; and

WHEREAS, the necessity has arisen for additional expenditures or appropriations requiring the expenditure of funds in excess of those appropriated for the fiscal year 2024; and

WHEREAS, the expenditures are a contingency which could not have been reasonably foreseen at the time of adoption of the budget; and

WHEREAS, the necessity has arisen for additional appropriations and expenditures of funds as reflected by satisfactory evidence presented to the Board of Directors at this meeting and set out in the amended budget attached hereto as **Exhibit A**; and

WHEREAS, funds are available for such expenditures from revenue funds available to the District; and

WHEREAS, upon due and proper notice, published or posted in accordance with the law, said proposed budget amendment was available for inspection by the public at a designated public office, a public hearing was held on July 21st, 2025, and interested electors were given the opportunity to file or register any objections to said proposed budget amendment.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the **FOSSIL RIDGE METROPOLITAN DISTRICT NO. 1** shall, and hereby does, amend the budget for the fiscal year 2024 as follows:

Capital Projects Fund \$ 259,000

BE IT FURTHER RESOLVED, that such sums are hereby appropriated from the revenues of the District to the Funds referenced above for the purposes stated.

Adopted this 21st day of July 2025.

FOSSIL RIDGE METROPOLITAN DISTRICT NO. 1

ATTEST:	By:
Terrence Larson, Treasurer	

EXHIBIT A

FOSSIL RIDGE METROPOLITAN DISTRICT NO. 1 CAPITAL PROJECT FUND 2024 AMENDED BUDGET

	Budget Amounts			
	0	riginal	Amended	
REVENUES				
Development fees	\$	-	\$	39,000
Storm drainage fees		-		4,500
Administrative set up fee		-		1,566
Interest		25,000		45,360
Total revenues		25,000		90,426
EXPENDITURES				
Engineering		50,000		50,000
Capital improvements		150,000		184,000
Reserve study update		25,000		25,000
Total expenditures		225,000		259,000
		_		
NET CHANGE IN FUND BALANCE		(200,000)		(168,574)
FUND BALANCE - BEGINNING OF YEAR		684,413		782,540
FUND BALANCE - END OF YEAR	\$	484,413	\$	613,966

RESOLUTION TO AMEND 2024 BUDGET FOSSIL RIDGE METROPOLITAN DISTRICT NO. 2

WHEREAS, the Board of Directors of the **FOSSIL RIDGE METROPOLITAN DISTRICT NO. 2** appropriated funds for the fiscal year 2024 as follows:

General Fund \$ 296,507 Debt Service Fund \$ 956,667

; and

WHEREAS, the necessity has arisen for additional expenditures or appropriations requiring the expenditure of funds in excess of those appropriated for the fiscal year 2024; and

WHEREAS, the expenditures are a contingency which could not have been reasonably foreseen at the time of adoption of the budget; and

WHEREAS, the necessity has arisen for additional appropriations and expenditures of funds as reflected by satisfactory evidence presented to the Board of Directors at this meeting and set out in the amended budget attached hereto as **Exhibit A**; and

WHEREAS, funds are available for such expenditures from revenue funds available to the District; and

WHEREAS, upon due and proper notice, published or posted in accordance with the law, said proposed budget amendment was available for inspection by the public at a designated public office, a public hearing was held on July 21, 2025, and interested electors were given the opportunity to file or register any objections to said proposed budget amendment.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the **FOSSIL RIDGE METROPOLITAN DISTRICT NO. 2** shall, and hereby does, amend the budget for the fiscal year 2024 as follows:

Debt Service Fund \$ 972,247

BE IT FURTHER RESOLVED, that such sums are hereby appropriated from the revenues of the District to the Funds referenced above for the purposes stated.

Adopted this 21st day of July 2025.

FOSSIL RIDGE METROPOLITAN DISTRICT NO. 2

ATTEST:	By:Gerry Reese, President
Al Plumhoff, Treasurer	

DRAFT

EXHIBIT A

FOSSIL RIDGE METROPOLITAN DISTRICT NO. 2 DEBT SERVICE FUND 2024 AMENDED BUDGET

	Budget Amounts			
	Adopted		A	mended
REVENUES				
Property taxes	\$	911,067	\$	913,190
Specific ownership taxes		45,600		59,057
Total revenues		956,667		972,247
EXPENDITURES				
County treasurer fees		13,666		13,699
Transfer to District No. 3		943,001		958,548
Total expenditures		956,667		972,247
NET CHANGE IN FUND BALANCE				-
FUND BALANCE - BEGINNING OF YEAR				
FUND BALANCE - END OF YEAR	\$		\$	

Solterra Social Committee Proposal: 2025 Movie Night at the Retreat

Presented for Board Review and Approval

The Solterra Social Committee (SSC) proposes hosting a **Movie Night at the Retreat** this September. This event will take the place of the traditional Rocktoberfest for 2025, allowing us to introduce a new format that fosters connection while responsibly utilizing existing community resources. This event is on a trial basis, and given its success will become an annual event for the Social Committee.

Event Concept

What: Outdoor Movie Night

• Where: The Retreat Amphitheater

• When: Friday, September 12th

o Doors open: 6:30 PM

 Movie starts: 7:30 PM (aligned with the 7:15 PM sunset per NOAA's Solar Calculator)

- Why: Replacing Rocktoberfest this year and introducing a new type of seasonal gathering
- Expected Attendance: Up to 250, based on Retreat occupant load
- Movie: Family-friendly, approximately 90–120 minutes in length (TBD)

Vendor Support

We will partner with a vetted, experienced vendor such as **Bouncer Blaster** (or a comparable provider), who brings:

- A high-quality inflatable screen, projector, sound system, and popcorn machine
- Proven track record with local organizations, including Rooney Ranch Elementary
- Full-service setup, breakdown, and onsite support

 A turnkey approach that minimizes SSC overhead and maximizes focus on guest safety and enjoyment

Venue Suitability

The Retreat Amphitheater is purpose-built for gatherings, offering:

- A naturally tiered layout for clear sightlines and comfort
- A familiar, walkable location for Solterra residents

However, the lack of fixed lighting is a noted concern—particularly for post-sunset safety. We acknowledge this as a valid risk and have developed a temporary, low-risk, and cost-effective lighting solution to address it.

Additionally, we are taking steps to ensure safety around the adjacent pool area:

- The existing chain barriers remain in place to block pool access
- On-site SSC volunteers will be stationed near the pool area throughout the event to monitor activity and ensure no one enter
- We respectfully request that the pool light and surrounding lights remain on during the event to provide adequate visibility and deter unsafe behavior

Proposed Lighting Plan - \$215 funded from the SSC 2025 budget

To ensure safe visibility without the need for permanent wiring or infrastructure investment, we propose funding the purchase of the suggested lights below from the SSC 2025 budget:

1. Battery-Operated or Solar-Powered LED Pathway Lights - link here (see PPT slide for proposed lighting visual)

- Placed strategically along seating edges
- Weather-resistant, bright enough for low-light navigation
- Remain on throughout the event and guest departure
- Fully reusable and easy to install/remove
- Estimated cost: 3x packs of 12 for \$100 (incl tax)

2. Supplemental String Lighting - link here (see PPT)

- Hung from the Retreat overlook to nearby trees for soft ambient lighting
- Estimated cost: 2x strands for \$80 + 2 extension cords \$35 (incl tax)

This lighting plan reduces liability, increases safety, and provides a scalable model for future evening events. It's a **fact-driven solution** that addresses concerns with minimal financial or logistical burden.

We also propose that these lights and cords be stored at the Retreat in the back area. Likely in a large box on the shelves that currently house our drink buckets.

Contingency Plan

Should the amphitheater trial not be approved, we propose the **Retreat parking lot** as a backup venue. While it lacks the ambiance and design of the amphitheater, it allows the event to proceed safely and on schedule. Residents would be required to bring their own seating/lawn chairs/blankets and we would turn off the lights in the parking lot, as the lights on the perimeter are city lights and will remain on. This alternate plan ensures continuity while prioritizing guest experience.

Closing Thoughts

This proposal addresses associated risks, and offers a practical, well-considered solution to a known concern. The SSC is committed to delivering events that are both enjoyable and responsible. We believe the Movie Night at the Retreat aligns with our community values and continues our tradition of meaningful and well-attended seasonal events.

We respectfully ask for your **support and approval**, based on the strengths of the plan, the mitigation of known risks, and the opportunity to make an informed decision that benefits the entire Solterra community.

Thank you for your time, consideration, and continued partnership.



- Indicates where solar lights will be placed at the end of each seating row 36 in total (3x sets) will be purchased
- Indicates where additional hardwired plug-in string lights will be placed from the edge of the Retreat overlook into an adjacent tree





DRAFT

Submitted To: Fossil Ridge

Community Resource Services of Colorado, LLC

7995 East Prentice Avenue Suite 103E

Greenwood Village CO 80111

Project: Fossil Ridge - 2025 edger replacements

15250 W Evans



Scope

We propose to furnish the following scope of work to complete the above mentioned project:

Landscape edger will be replaced with 4" galvanized roll topped edger.

Wesley point 11 - edger	At a cost of	\$1,692.59	
Wesley point 12 - edger	At a cost of	\$1,557.07	
Wesley Point 13 - edger	At a cost of	\$337.35	
Wesley point 14 - edger	At a cost of	\$337.35	
Wesley point 15 - edger	At a cost of	\$2,234.70	
Wesley Point 16 - edger	At a cost of	\$1,828.12	
Wesley point 18 - edger	At a cost of	\$879.45	
Wesley point 19 - edger	At a cost of	\$1,150.50	
Wesley point 20 - edger	At a cost of	\$879.45	
Wesley point 21 - edger	At a cost of	\$743.92	
Indiana point 59 - edger	At a cost of	\$1,421.54	
Indiana point 30 - edger	At a cost of	\$1,421.54	
Filing 13 tract e - edger	At a cost of	\$6,842.52	
Filing 13 tract h - edger	At a cost of	\$1,421.54	
Yale point 1 - edger	At a cost of	\$879.45	
Yale point 2 - edger	At a cost of	\$1,421.54	
Yale point 3 - edger	At a cost of	\$1,286.02	
Yale point 4 - edger	At a cost of	\$608.39	
Yale point 5 - edger	At a cost of	\$743.92	
Yale point 6 - edger	At a cost of	\$1,557.07	
Yale point 7 - edger	At a cost of	\$1,557.07	
Yale point 8 - edger	At a cost of	\$677.62	

Page 1 of 2 40

Terms & Conditions

Proposal may be withdrawn if not accepted within 30 days of issue date

All plant installations come with a 1 year warranty, provided the maintenance is provided by Schultz Industries, Inc. Unless specifically included in the above specs, all necessary irrigation work required with this task will be billed on a time and material basis at a rate of \$75.00 per hour or your current contract rate.

Upon acceptance, please initial desired services, sign and return this proposal

Ву:	Joshus J. Schult	6/2/2025	Accepted:	
	Schultz Industries, Inc.	Date	Fossil Ridge	Date



Page 2 of 2 41

Submitted To: Fossil Ridge

Community Resource Services of Colorado, LLC

7995 East Prentice Avenue Suite 103E

Greenwood Village CO 80111

Project: Fossil Ridge - 2025 rock work

15250 W Evans



e			
propose to furnish the following scope of work to	complete the above mentioned project	ct:	
Wesley point 11 - rock	At a cost of	\$756.81	
Wesley point 12 - rock	At a cost of	\$1,792.58	
Wesley point 15 - rock	At a cost of	\$2,828.34	
Wesley point 16 - rock	At a cost of	\$2,828.34	
Indiana point 30 - rock	At a cost of	\$1,447.32	
Filing 13 tract e - rock	At a cost of	\$5,245.13	
Yale point 1 - rock	At a cost of	\$1,102.06	
Yale point 2 - rock	At a cost of	\$756.81	
Yale point 3 - rock	At a cost of	\$1,447.32	
Yale point 4 - rock	At a cost of	\$1,102.06	
Yale point 5 - rock	At a cost of	\$756.81	
Yale point 6 - rock	At a cost of	\$411.55	
Yale point 7 - rock	At a cost of	\$1,102.06	
		\$21,577.19	

Terms & Conditions

0 1

Proposal may be withdrawn if not accepted within 30 days of issue date

All plant installations come with a 1 year warranty, provided the maintenance is provided by Schultz Industries, Inc. Unless specifically included in the above specs, all necessary irrigation work required with this task will be billed on a time and material basis at a rate of \$75.00 per hour or your current contract rate.

Upon acceptance, please initial desired services, sign and return this proposal

Ву:	Joshus J. Schult	6/2/2025	Accepted:	
	Schultz Industries, Inc.	Date	Fossil Ridge	Date

Denver-Sprinkler and Landscape

Estimate

+13039938717 spejorg a office@denversprinklerservices.com and show an applicable and applicable



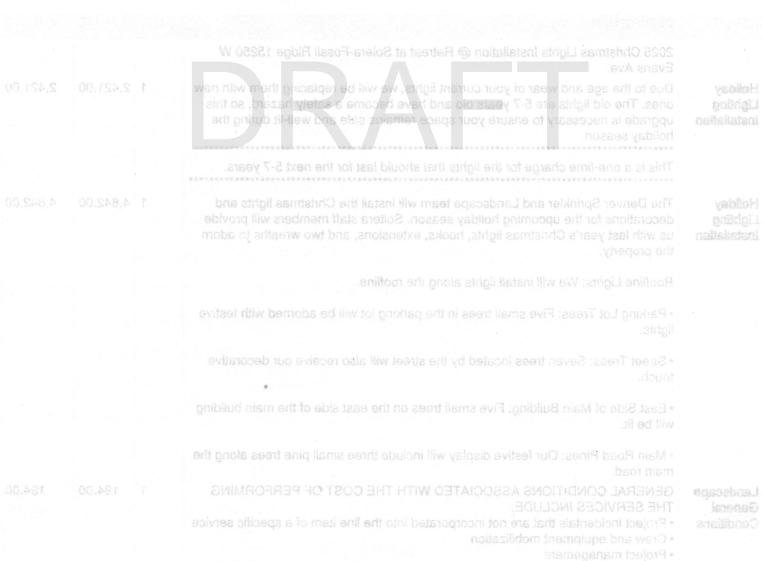
ADDRESS

Matt Birkeness
Overlook Property Mgmt.
6860 S. Yosemite Court Ste. 2000
Centennial, Co 80112
mbirkeness@crsofcolorado.com

ESTIMATE#	DATE	
5226	01/29/2025	

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	2025 Christmas Lights Installation @ Retreat at Solera-Fossil Ridge 15250 W Evans Ave.			
Heliday Lighting Installation	Due to the age and wear of your current lights, we will be replacing them with new ones. The old lights are 5-7 years old and have become a safety hazard, so this upgrade is necessary to ensure your space remains safe and well-lit during the holiday season.	1	2,421.00	2,421.00
	This is a one-time charge for the lights that should last for the next 5-7 years.			
Heilday Lighting Installation	The Denver Sprinkler and Landscape team will install the Christmas lights and decorations for the upcoming holiday season. Soltera staff members will provide us with last year's Christmas lights, hooks, extensions, and two wreaths to adorn the property.	1	4,842.00	4,842.00
	Roofline Lights: We will install lights along the roofline.		menoropises et al. (All All All All All All All All All Al	
	Parking Lot Trees: Five small trees in the parking lot will be adorned with festive lights.			
	Street Trees: Seven trees located by the street will also receive our decorative touch.			
	• East Side of Main Building: Five small trees on the east side of the main building will be lit.			
	Main Road Pines: Our festive display will include three small pine trees along the main road.			
Landscape General Cenditions	GENERAL CONDITIONS ASSOCIATED WITH THE COST OF PERFORMING THE SERVICES INCLUDE: • Project incidentals that are not incorporated into the line item of a specific service • Crew and equipment mobilization • Project management	1	194.00	194.00

ACTIVITY	DESCRIPTION		QTY	RATE	AMOUNT
AETMA VIII DO	 Deliveries associated with materials, supplies, spassociated with the project Administrative costs before the project commence performed, and when closing out the project Currently does not include any special licensing, other similar items as may be deemed necessary other agencies at this time 	es, throughout the work being permits, signage, and/or any	derservices deservices c	ningersyn	+1303995 office@de www.denv
business! Acce	choosing Denver Sprinkler and Landscape, we appreciate your pted forms of payment are Cash, Credit Card, ACH payment, ease mail all checks to 1152 S. Alcott St. Denver, CO 80219.	Court Ste. 2000	nnial, Co 80	Matt B Overlo 6860 S Center	.457.06
Accepted By		Accepted Date			



YEAR	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	TOTALS
COST PER YEAR WITH PERMANENT LIGHTS	\$16,500	\$2,700	\$2,900	\$3,100	\$3,300	\$4,700	\$3,700	\$3,900	\$4,100	\$4,300	\$5,900	\$4,700	\$4,900	\$5,100	\$5,300	\$75,100
COST PER YEAR WITH CURRENT PLAN	\$7,500	\$5,200	\$5,400	\$5,600	\$5,800	\$9,250	\$6,200	\$6,400	\$6,600	\$6,800	\$11,000	\$7,200	\$7,400	\$7,600	\$7,800	\$105,7 5
DIFFERENCE	\$9,000	\$2,500	\$2,500	\$2,500	\$2,500	\$4,550	\$2,500	\$2,500	\$2,500	\$2,500	\$5,100	\$2,500	\$2,500	\$2,500	\$2,500	\$30,65
	ANNL	JAL EX	PENS	ES TO	DETE	RMINI	E PAY-	OFF -	TABLE	MOU	NTAIN	ELEC.	FRIC		er til di literatura y utvi til e eter	ida pings da 44 P dan _{gan} i guyan di mahadi sabad
YEAR	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	TOTALS
COST PER YEAR WITH PERMANENT LIGHTS	\$20,000	\$2,700	\$2,900	\$3,100	\$3,300	\$4,700	\$3,700	\$3,900	\$4,100	\$4,300	\$5,900	\$4,700	\$4,900	\$5,100	\$5,300	\$78,600
COST PER YEAR WITH CURRENT PLAN	\$7,500	\$5,200	\$5,400	\$5,600	\$5,800	\$9,250	\$6,200	\$6,400	\$6,600	\$6,800	\$11,000	\$7,200	\$7,400	\$7,600	\$7,800	\$105,75
DIFFERENCE	\$12,500	\$2,500	\$2,500	\$2,500	\$2,500	\$4,550	\$2,500	\$2,500	\$2,500	\$2,500	\$5,100	\$2,500	\$2,500	\$2,500	\$2,500	\$27,150
WARRANTY	Three (3) ye	ears part	s and lab	or	American (Color Report Color C				the Religious views programmers	Bragnic et ett tillgegga av gave tilletomi.				Requiring A. and S. arguered about over population of the second	an prophilipation of front when the	construction between the construction of the c
	Al	NNUA	L EXPE	ENSES	TOD	ETERN	INE P	AY-OI	F - JE	LLYFIS	SH LIG	HTING)	Magazina kasa kasa kalenda dalah yang berjada kale	ga qaa dhadhaadaa ahaan ee ah	бично на тентарујаским волично с
YEAR	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	TOTALS
COST PER YEAR WITH PERMANENT LIGHTS	\$21,042	\$2,700	\$2,900	\$3,100	\$3,300	\$4,700	\$3,700	\$3,900	\$4,100	\$4,300	\$5,900	\$4,700	\$4,900	\$5,100	\$5,300	\$79,642
COST PER YEAR WITH CURRENT PLAN	\$7,500	\$5,200	\$5,400	\$5,600	\$5,800	\$9,250	\$6,200	\$6,400	\$6,600	\$6,800	\$11,000	\$7,200	\$7,400	\$7,600	\$7,800	\$105,75
DIFFERENCE	\$13,542	\$2,500	\$2,500	\$2,500	\$2,500	\$4,550	\$2,500	\$2,500	\$2,500	\$2,500	\$5,100	\$2,500	\$2,500	\$2,500	\$2,500	\$26,10
WARRANTY	One (1) yea	ar for labo	or; five (5) years fo	or eave lig	ght parts	and thre	e (3) yea	rs for lan	dscape a	and patio	light part	S			

Estimate

JellyFish Lighting 12896 Pony Express Rd #300 Draper, UT 84020 801-613-7421 support@jellyfishlighting.com



Estimate #: 128560

PO #: Phil/WL

Estimate Date: 5/29/2025

Terms: COD

Customer:

Fossil Ridge Metro District Matt Phil 15250 West Evans Avenue Lakewood, CO, 80228 Cell: 303 980 5450 communitymgr@crsofcolorado.com

Shipping Address:

Fossil Ridge Metro District Matt Phil 15250 West Evans Avenue Lakewood, CO, 80228

Jobsite:

Fossil Ridge Metro District Matt Phil 15250 West Evans Avenue Lakewood, CO, 80228 Cell: 303 980 5450 communitymgr@crsofcolorado.com

Color:

Jellyfish Lighting™ ("Contractor") looks forward to working with you (the party listed in the Proposal, "Customer") during the installation process of your lighting system. By agreeing to this Custom Installation Agreement ("Agreement") you agree to its terms and conditions. Contractor and Customer are collectively referred to herein as the "Parties" or individually as a "Party".

1. **Scope of Work:** Contractor agrees to provide the materials and/or services ("Work") according to the pricing and terms outlined in the following Proposal and this Agreement.

PROPOSAL

	Sku	Description		Total
1	CO-JF Controller 48V	48V Controller for Light & Track Install		\$1,950.00
2	CO-Jellyfish track and light	Installation of Jellyfish Lighting		\$13,032.00
3	JF-Lift Rentals	JF-Lift Rentals		\$1,500.00
4	Jellyfish Fat Track	Fat Track Custom		\$1,060.00
			Subtotal	\$17,542.00
			Total	\$17,542.00
			Estimate Total	\$17,542.00



- 2. Change Order:If Customer requests modifications to the Work or for additional work to be performed, then Customer agrees to pay Contractor's reasonable costs and expenses incurred in complying with Customer's requests under the same payment terms detailed herein. All change orders must be in writing and signed by the Customer or via emailed confirmation. Change orders shall be paid in full upon acceptance by Customer; unless the Change Order specifically modifies a term of this Agreement, then the provisions herein shall control.
- 3. **Proposal Terms and Conditions:** Contractor will deliver the Proposal outlining materials and/or services to be provided to Customer. The Proposal is subject to the following terms and conditions:
 - a. Expiration of Proposal. The Proposal will expire unless the Agreement and Proposal are signed within 30 days of being delivered to Customer.
 - b. Additional Charges. Programming, setup, installation, training, assistance or materials not expressly detailed in the Proposal will be subject to additional charges. The lighting system install comes with default programming for timing and settings as well as the ability for the Customer to create and modify the default programming and timing settings. Customer agrees to pay a

customization fee in the event the Customer seeks a technician to create or modify programs or settings or requires other assistance. The costs associated with any related work or materials, including but not limited to, electrical, drywall, painting, cabinets are not included in the Proposal unless specifically documented in the Proposal. Contractor is not responsible for any underground trenching or laying or supplying of conduit for outside wiring.

- c. Customer Furnished Equipment. Contractor is not responsible for the performance, integration, or liability associated with any equipment, wiring, or installations provided by the Customer or third parties.
- 4. **Payment:** No Work will be scheduled without a signed copy or emailed confirmation of this Agreement, of the Proposal, and completion of the Payment Schedule as defined below. Since Contractor will, if possible, open, and test equipment before delivery, all components must be paid for before delivery to job site. Payments may not be withheld under any circumstances.
- 5. Payment Schedule: The "Payment Schedule" is as follows:
 - a. Fifty percent (50%) of total price of the Work in the Proposal is due upon signing this Agreement ("Deposit Payment"); and
 - b. Fifty percent (50%) of total price of the Work in the Proposal is due after installation of the Work ("Final Payment").
- 6. **Authorization of Payment:** Notwithstanding Section 4, if Customer has a credit card on file with Contractor, Contractor may schedule the Work prior to the charge of the Final Payment, and Customer agrees to allow Contractor to charge the Final Payment after the installation of the Work.
- 7. **Invoice:** Contractor shall provide a written invoice to Customer at the address specified above, indicating amounts owing for the Work if any. Unless otherwise specified in a Change Order or otherwise, all payments owing shall be paid to Contractor according to the Payment Schedule.
- 8. **Late Payments:** For all amounts remaining due but unpaid according to the Payment Schedule, interest shall compound and accrue at the rate of 1.5% per month ("Late Fee").
- 9. **Customer Training**: Upon completion of the system/Work, and only if Customer is physically present at such time, Contractor shall demonstrate the system/Work and train the Customer on how to use the system/Work at no additional cost to Customer. If Customer is not available or physically present upon completion of the installation of the system/Work, Contractor has no obligation to train Customer; however, in such event, Customer may still receive training at a later time by either, (a) paying \$150 for an on-site, inperson training by Contractor, or (b) scheduling a demo and training at a Contractor showroom at no additional cost.
- 10. **General Terms and Conditions:** Customer acknowledges receipt the General Terms and Conditions. Customer understands and agrees to the General Terms and Conditions.
- 11. **Warranty:** Contractor agrees to provide the warranties listed herein to Customer according to the general terms and conditions below, for a period of one (1) year for labor, five (5) years for eave light parts, and three (3) years for landscape and patio light parts, to commence upon the completion of the system/Work (collectively, the "Warranty Period").
 - a. Parts and Labor. Contractor shall warranty lights, power supply, labor and workmanship involved in an installation for a period of time equal to the greater of (i) the Warranty Period, or (ii) the minimum required by law (collectively, "Parts and Labor Warranty"), as set forth below. The Parts and Labor Warranty is limited to the repair or replacement of the Jellyfish system. Customer must make a claim for a Parts and Labor Warranty through by contacting the office which did the installation.
 - i. Contractor warrants that Contractor's labor to install the lighting system will be free from defects in workmanship throughout the applicable Warranty Period. This labor warranty does not include any damages or defects in the lighting system except to the extent solely caused by Contractor's installation of the lighting system.
 - ii. Contractor warrants that all parts provided by Contractor as part of the lighting system will be free from defects in materials or workmanship throughout the applicable Warranty Period.
 - iii. The Parts and Labor Warranty does not cover any damage due to: (a) abuse, neglect, or intentional damage; (b) improper use; (c) failure to follow the product instructions or failure to perform any preventive maintenance; (d) modification or relocation; (e) unauthorized repair; (f) installation of parts other than those provided by Contractor; (g) corrosion and normal wear and tear; or (h) external causes such as accidents or other actions or events beyond Contractor's reasonable control.
 - b. *Telephone Support*. Contractor agrees to provide free unlimited telephone support to Customer during its regular business hours throughout the Warranty Period ("Telephone Support Warranty").
 - c. *Survival*. The warranties contained in this section shall survive any termination of this Agreement but shall only be delivered upon final payment from the Customer to Contractor. The warranties set forth in this Agreement are personal to Customer and may not be assigned or transferred to any third person, including any purchaser of Customer's home.
 - d. Connectivity not Warrantied. In connection with installation of the Jellyfish system, Contractor will use commercially reasonable efforts to connect the Jellyfish system to Customer's Wi-Fi. Contractor does not warranty the Jellyfish system's connectivity to the existing home or business network, or the Wi-Fi connectivity from the Jellyfish system to any of the customers devices, as none of these devices were supplied by the Contractor—even if such lack of connectivity or workability impedes the ability to operate the Jellyfish lighting system.
 - e. Significant and extraordinary events; misuse. The Parts and Labor Warranty does not cover significant and extraordinary events that might otherwise damage a home, its roof, its gutters or other fascia. An example, but not exhaustive, list of such events includes fires, power surges, wind storms, and electrical storms. Additionally, the Parts and Labor Warranty does not cover misuse, abuse or alteration of the Jellyfish system, including as may relate to or arise from the failure to follow instructions or directions for use of the Jellyfish system.
 - f. Disclaimer of all other warranties. Any implied warranties, including without limitation the implied warranties if merchantability and fitness for a particular purpose, are hereby disclaimed. The Parts and Labor Warranty is the exclusive remedy of the Customer. In no event shall Contractor be liable (whether in tort or contract) for damages in excess of the price paid to

General Terms and Conditions

Term: This Agreement shall be in force from the date this Agreement is signed by Customer until all Work indicated herein is completed and paid for and all other terms of this Agreement have been satisfied, unless sooner terminated pursuant to this Agreement.

Work in Process: Projects or Work in the process of being installed are not complete and should not be expected to function as completed Work. Contractor does not guaranty that unfinished or Work in the process of being installed will function properly. Customer uses the unfinished system/Work at their own risk. Contractor is not responsible for any liability related to the Customer using the unfinished system/Work. If the unfinished system/Work stops functioning during non-business hours or on weekends, Contractor, at the request of the Customer, may dispatch a technician to troubleshoot the problem. A non-business hour or weekend service call is not covered by the Warranty herein and the Customer will be billed at the non-business hours/weekend service call hourly rate. This will be in addition to the Proposal price.

Other Contracts: Notwithstanding anything to the contrary herein, Contractor shall not be bound by any other agreement between Customer and a third party (e.g. a "prime contract" or similar agreement) unless Contractor has seen, had adequate time to review, acknowledged receipt of any such contract, and agreed to its terms by written signature on the contract, or any amendments thereto. Customer is obligated to ensure compliance with all of its contracts with other parties, and Contractor assumes no responsibility for such contract requirements. Any reference to any such ancillary contracts contained in a contract between Customer and a third party shall not be enforceable against Contractor unless Customer complies with this section.

Contract Documents; Conflicting Terms: This Agreement includes the Proposal, all general provisions, special provisions, specifications, drawings, addenda, change orders, written interpretations, and written orders for minor changes in Work. Work not covered by this Agreement will not be required unless it is required by reasonable inference as being necessary to produce the intended result. Specifically, the terms and conditions herein shall apply to the Proposal of the Work. The terms set forth herein shall be considered to govern any work performed for Customer to the extent that additional agreements do not address these general terms. In the event of a conflict of terms between this Agreement, any job agreement/purchase order, and/or specifications, this Agreement shall control.

Cure Period: If Contractor's Work is untimely, unsatisfactory, or otherwise deficient, then prior to hiring another contractor to 'cover' the Work, Customer agrees to state in writing the nature of Contractor's inadequacy and allow a period of at least thirty (30) days to cure, or longer if reasonably required to complete the inadequate work.

Delays: Contractor shall not be liable whatsoever for any delays caused by the Customer or by laborers or subcontractors not employed by or contracted with Contractor. Should Contractor be delayed in the completion (or commencement) of its work due to other parties' delay(s), then Contractor will be given extensions necessary to compensate for the time lost. The time for such extension shall be liberally construed in favor of Contractor. At the time Contractor commences its Work, it shall notify the Customer of the amount, if any, of delay caused by third parties. If Contractor is delayed at any time in the progress of the Work by Customer change orders, fire, labor disputes, acts of God or other causes beyond Contractor's control, the completion schedule for the Work or affected parts of the Work shall be extended by the same amount of the time caused by the delay.

Third Parties: Customer acknowledges that Contractor is authorized to purchase materials and services from third parties as necessary to fulfill Contractor's obligations hereunder, or to contract with third parties if a particular service requires permits or licenses from relevant governmental entities.

Liens: Contractor reserves the right to file preliminary notices and liens for non-payment to the fullest extent permitted by law; Customer hereby authorizes all such actions.

Adequate Assurances: Contractor shall be entitled to adequate assurances from Customer that payments owed under this Agreement will be forthcoming. Absent such adequate assurances, or by failure of Customer to make a payment by the Payment Due Date, then Contractor shall be legally justified in ceasing all Work contemplated herein until Customer can make such assurances. Any delay associated with Customer's failure to give adequate assurances shall result in an extension, where applicable, for Contractor to complete its work.

Termination and Breach: Without Cause. The Parties acknowledge and agree that neither Party may terminate this Agreement without cause as each Party is relying on the representations of the other and will be planning and acting on such plans in accordance with this Agreement. Notwithstanding the above, this Agreement can be terminated by mutual agreement of the Parties. With Cause. Either Party may terminate this Agreement for cause, which cause is limited to: Non-payment; or Material breach of any term of this Agreement. Without limiting the rights of Contractor hereunder, if Customer desires to terminate this Agreement other than for cause by Contractor after seven (7) calendar days after the execution of this Agreement, Customer shall pay Contractor, or Contractor may withhold and keep from the Deposit Payment, an amount equal to 15% of the total price of the Work in the Proposal.

Incompatible Structures: Contractor reserves the right to cancel this Agreement if the site, structure, building, or property cannot accommodate the system/Work without excessive costs. In such an event, Contractor shall reimburse to Customer any payments made toward the system/Work that was not completed.

Method of Terminating: If a Party elects to terminate this Agreement for cause, the terminating Party shall send written notice to the other Party. Such notice shall contain a list of all reasons for termination, and shall demand that such reasons be cured within thirty (30) days or, if a cure is not possible in thirty (30) days, by a time in which a reasonable party could cure ("Cure Period"). An invoice sent by Contractor to Customer shall satisfy this requirement, meaning that Contractor may elect to terminate this Agreement if an invoice was sent stating the amounts owed and Customer does not pay such amounts within thirty (30) days. If the Cure Period has ended and the reasons for termination have not been cured, this Agreement shall terminate.

Contractor Services: Contractor shall supply the items necessary for its Work in a professional and workmanlike manner.

Survival of Obligations: If this Agreement is terminated for Customer's breach, Customer shall be obligated to pay Contractor for all of the Work performed through the date of termination.

Remedies: In the event of any default under this obligation, the non-defaulting party will be entitled to an award of the delinquent amount, **interest at the rate of 1.5% per month** (compounded monthly), all expenses, including a **25% collection charge** on the delinquent amount, reasonable attorney fees and court costs, incurred in obtaining redress. Payments for any delinquent balance(s) shall be applied first

to costs of court, then to collection/attorney's fees, then interest and lastly to principal.

Survival Of Obligations: If this Agreement is terminated for Customer's breach, Customer shall be obligated to pay Contractor for all of the Work performed through the date of termination.

Remedies:

In the event of any default under this obligation, the non-defaulting party will be entitled to an award of the delinquent amount, **interest at the rate of 1.5% per month** (compounded monthly), all expenses, including a **25% collection charge** on the delinquent amount, reasonable attorney fees and court costs, incurred in obtaining redress. Payments for any delinquent balance(s) shall be applied first to costs of court, then to collection/attorney's fees, then interest and lastly to principal

Title of Equipment: Contractor shall retain title to all equipment, materials, software, firmware and improvements covered by the Proposal until Contractor completes the installation of the Work and the balance Total Amount Due has been paid in full, whereupon such title shall transfer to Customer

Insurance: Contractor shall purchase and maintain such insurance necessary to protect from claims under workers compensation and from any damage to the Customer's property resulting from the conduct of this Agreement.

Indemnity: Customer shall hold Contractor and its agents harmless and indemnify Contractor and its agents from any damages, claims, or liabilities, including attorney fees and costs arising in any manner from, or in any way related to, services or materials provided to the Customer by any third-party unrelated to Contractor including, but not limited to, any claims for personal injury, property damage, defective workmanship or construction, or claims for infringement of any patent rights or any intellectual property rights, except for matters that arise out of, pertain to, or relate to the active negligence or willful misconduct of Contractor, or its other agents, other servants, or other independent contractors who are responsible to Contractor, or for defects in design furnished by those persons, or to the extent the matters do not arise out of the scope of Work of the Customer pursuant to the applicable Work documents.

Liability: Contractor hereby disclaims any and all obligations owed by the Customer to any third party unless agreed to in a separate written agreement by both Parties. Unless set forth herein or specifically acknowledged in writing and in clear and conspicuous terms requiring the signature of Contractor, then Contractor shall have no liability whatsoever for liquidated damages associated with the Work. Notwithstanding the above, Contractor is only liable for any liquidated damages to the extent that Customer has actually incurred and paid such liquidated damages to another party and the delays giving rise to the liquidated damages are the legal and proximate result of Contractor's conduct. In addition, nothing herein shall be construed to alter the limitation of liability set forth herein.

Limitation of Liability: IN NO EVENT SHALL JELLYFISH BE LIABLE TO CUSTOMER, ITS EMPLOYEES, SUBCONTRACTORS, AND/OR AGENTS, OR ANY THIRD PARTY, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR LOST PROFITS FOR ANY CLAIM OR DEMAND OF ANY NATURE OR KIND, ARISING OUT OF ANY WAY RELATING TO THIS AGREEMENT OR THE WORK.

Waivers: Contractor agrees that, as applicable, it will execute and deliver lien waivers to Customer upon completion of the Work and payment of the balance of the Total Amount Due.

Indemnity from Subcontractors: Contractor will hold Customer harmless with respect to claims of Contractor's subcontractors and suppliers.

Relationship of Parties: In all aspects relating to this Agreement, both Parties are acting entirely independent from one another, and not as an agent of the other Party. The Parties shall be responsible for compliance with all laws, rules and regulations involving their respective employees or agents, including but not limited to, employment of labor, hours of labor, health and safety, working conditions and payment of wages, as well as payment and withholding of all taxes. Nothing in this Agreement is intended to give rise to a partnership or joint venture between the Parties or impose upon the Parties any of the duties or responsibilities of partners or joint venturers.

Other Work: Nothing herein shall guarantee that Contractor will perform any additional work for Customer other than the Work agreed to herein, and Customer acknowledges and agrees that Contractor may perform work for other parties, including competitors of Customer.

Notices: All notices concerning or relating to this Agreement shall be in writing and shall be given or made by means of electronic mail, certified or registered mail, express mail or other overnight delivery service, or hand delivery to the Customer at the address shown above, and to the Contractor at Attn: David Steed, 12896 Pony Express Rd Suite 300 Draper, Utah 84020.

Waiver: Failure by either Party to enforce any provision of this Agreement shall not constitute a waiver of such right, or affect the validity of this Agreement or any order relating thereto.

Severability: If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any law or public policy, all other terms of this Agreement shall nevertheless remain in full force and effect, so long as the economic or legal substance of the Agreement is not affected in any manner materially adverse to any Party.

Governing Law; Venue: This Agreement shall be governed and construed in accordance with the laws of the State of Utah without regard to conflict of law principles. All disputes arising out of or relating in any way to this Agreement or the Work shall be resolved by the appropriate State and Federal Courts located in Utah. Customer hereby expressly consents to the personal jurisdiction of the State and Federal courts of Utah and waives any objection it may now or hereafter have to the laying of venue of any such action brought in such courts arising from or related to this Agreement or the Work.

Acceptance of Terms: If Customer has received these terms and conditions in this Agreement and fails to sign this Agreement, but nonetheless prompts Contractor to begin Work, then such actions will be deemed to be Customer's acceptance of the terms in this Agreement.

Interpretation: All Parties have had the opportunity to have their own independent counsel review these terms and conditions, and these terms and conditions shall be construed fairly and equally as to all Parties as if drafted jointly by them. Any uncertainty or ambiguity shall not be interpreted against any Party.

Attorney's Fees: In the event it is necessary to use an attorney to collect any amounts owing under this Agreement, or to otherwise enforce any terms of this Agreement, the prevailing Party shall be entitled to recover and collect its reasonable attorney's fees and costs.

Liability Exclusions: Contractor shall have no liability for damage or injury to any of Customer's property unless it was the result of the reckless conduct of Contractor's employees or agents. Customer acknowledges that some parts or aspects of Customer area may be fragile

and that despite reasonable care may be damaged in the process of the installation of the equipment and Contractor shall have no fault therefore

Time of Completion: The Contractor agrees to install the Work in a commercially reasonable timeframe.

Invoicing Disputes: Customer agrees to notify Contractor, in writing, of any error in any invoice within three (3) business days after the delivery of the equipment. Customer's failure to notify Contractor shall be deemed acceptance of the equipment and charges as rendered and set forth in the invoice(s). If Customer fails to notify Contractor in writing of any disputed charge as outlined in this Section, Customer shall be deemed to have accepted all charges and shall waive its right to dispute any such charges in the future. In the event that Customer does not pay the contract sum as outlined herein, Customer agrees that Contractor may file a lien against the project site.

Access to Property: Customer agrees to provide safe and secure access to the project site during normal working hours and agrees to have the work area free of materials or stored items, and unchained animals. Customer hereby waives, releases, and agrees to indemnify Contractor and Contractor's agents and employees against any and all claims by Customer and third parties resulting from or related to the entry on the property incident to the fulfillment of this Agreement by Customer or Customer's relatives, guests, representatives, agents or invitees, including but not limited to any entry accompanied by Contractor for a scheduled inspection.

Payments Received: Customer agrees that all funds owed to Contractor, but not received from Customer, to the extent those funds result from the labor or materials supplied by Contractor, shall be held in trust for the benefit of Contractor. Customer agrees it has no interest in such funds held by any party. Customer agrees to promptly account for and pay to Contractor all such funds. Customer further irrevocably assigns to Contractor any rights Customer has to all such funds to the extent that sums are justly due to Contractor under this Agreement. All waivers executed by Contractor shall be effective only to the total dollar amount of payments actually received without any bankruptcy filling for ninety (90) days thereafter. Customer agrees that Contractor retains its mechanic's lien, payment bond or other legal rights for unpaid deliveries, regardless of what other waiver documents have been presented to Contractor for signature or restrictive endorsements on checks or any negotiable instruments that may imply otherwise.

Facsimile Signatures and Counterparts: This Agreement may be signed via facsimile or email and in one or more counterparts, each of which when executed shall be deemed an original, and all of which taken together shall constitute one and the same document. The Parties expressly agree that an affirmative email or electronic consent (e.g. "I agrees", "Yes", "I approve", or "I accept") to the Proposal and this Agreement shall suffice for binding the Parties to the terms of this Agreement and pricing thereof.

Español: Si necesita este contrato en español, por favor notifique a su representante de ventas y una copia le será proporcionada antes de firmar.

Larger Print: To accommodate all Customers, Contractor will provide a copy of the Agreement and General Terms and Conditions in larger-sized text upon request.

Entire Agreement: This Agreement contains the entire agreement of the Parties with respect to the Work and shall not be amended or modified without a writing signed by both Parties.





Table Mountain Electric Inc

Fossil Ridge Metro District 15250 W Evans Ave Lakewood, CO 80228

(303) 980-5450

pschneider@crsofcolorado.com

ESTIMATE #1982 ESTIMATE DATE Mar 10, 2025 EXPIRATION DATE Jul 31, 2025 TOTAL \$16,500.00

CONTACT US

Subtotal

5160 Parfet St, Unit B5 Wheat Ridge, CO 80033

(720) 742-4233

info@tablemountainelectric.com

ESTIMATE

Services	qty	unit price	amount
Install Exterior Lights - LED	1.0	\$13,000.00	\$13,000.00
Installation of new LED lights provided by TME.			
Lift rental included in estimate.			
LED Lights	1.0	\$3,500.00	\$3,500.00
All controllers, lights and materials included.			
	Services subtotal: \$16,500.0		

Total \$16,500.00

Electrical Contractor License - EC.0102429

Financing options available, please ask for details!

Price Match Guarantee on Panel Upgrades and Replacements!

Thank you for your business! We look forward to working with you again.

51

\$16,500.00



COMMENTS FROM THE RETREAT AND POOL COMMITTEE

The Retreat and Pool Committee believes that our mission was to determine if the replacement of the current string lights with permanent lights on the Retreat building was financially feasible. This was strictly a financial comparison of permanent lighting versus the current lighting approach over the winter holiday season. Therefore, the committee can only provide the following policy:

Permanent lighting will be activated at dark until 11:00 PM in compliance with the recommendations and requirements in the Residential Improvement Guidelines (which stipulates 30 days before and after holidays) from November 25 to January 31 with white colors to coordinate with the tree lights.

It should be noted that to date Denver Sprinkler and Landscape, Inc. has not provided exact figures for only lighting the trees, hanging the wreaths and replacing the tree lights, so that cost could only be estimated. Based on historical documents and their estimate dated January 29, 2025, the committee "guess-timated" those costs. If permanent lights were installed, we estimated that this year's costs for the lighting the trees, hanging the wreaths, and replacing tree lights would be approximately half of their proposed 2025 estimate, and that those services would increase by \$200 each year, as would replacing the light strands every fifth year.

Developing a policy for additional dates to illuminate the permanent lights was not part of the committee's undertaking. That policy should be determined by the FRMD Board. The following two options for additional dates for officially recognized federal holidays are offered for the Board to consider:

Option #1

- November 25 January 31: Holiday (white colors to coordinate with tree lights)
- July 3 5: Fourth of July (i.e., red, white, and blue)

Option #2

- November 25 January 31: Holiday (white colors to coordinate with tree lights)
- July 3 5: Fourth of July (i.e., red, white, and blue)
- Memorial Day weekend (i.e., red, white, and blue)

Note that it may be necessary to illuminate the permanent lighting by the installation company in coordination with the Retreat staff to take advantage of the warranty coverage by testing the system and checking dysfunctional light bulbs.

The Retreat and community landscaping are the nonverbal evidence that the Fossil Ridge Metropolitan District exists. These two elements set an example for the residents on what is permissible. The master HOA also has an influence on what is permissible and not. Any visual change off what has been traditional will draw attention and suggest a new opportunity for residents and what they do to their homes. **Multicolored Jelly lights** on the Retreat on various occasions will be such a change. Here are some possible consequences if the multicolored lights are approved for the Retreat.

Decorating a community building for special occasions, while often intended to be positive, can also have potential downsides:

- Public and Private Property Restrictions: Many communities have policies regarding holiday decorations on public and private property to ensure safety and prevent liability issues. Decorations must adhere to these regulations.
- Nuisance and Inclusivity: The type, placement, and extent of decorations can become a nuisance to neighbors, and communities must consider inclusivity to avoid alienating any resident. Every resident in Solterra pays taxes and dues for the District Retreat.
- Aesthetics: Decorating a community building may not appeal to everyone and could
 potentially clash with the building's architecture or the community's overall aesthetic
 preferences. In addition, not all residents may share the same enthusiasm for our style
 of holiday decorations, leading to potential conflicts within the community.
- Political or Religious Sensitivities: Decorations associated with specific holidays, including nationalistic celebrations like the Fourth of July, can sometimes raise political or religious concerns in a diverse community.
- Light Pollution: Specific complaints have already been placed for jelly lights and other night lighting that have encroached on neighbors view of the stars and breaching bedroom windows.

The Solterra HOA manages covenant control. Below are the guidelines posted on Solterra Connect.

3.32 E Lights and Lighting (Approval is required; plat/survey must be submitted)
Permanent special lighting (i.e., jellyfish lighting, trim lights, etc.) for holidays, seasonal periods, and/or special occasions must be discreetly mounted below the eaves on the street side of the home. It is recommended to dim or turn off permanent special lighting at 11 PM. If used for non-colored accent or security lighting, lights must be dimmed to avoid casting a glare into adjacent properties. Permanent lighting must be routinely maintained to replace burned out bulbs.

Approval is not required for:

A. Replacing existing lighting, including coach lights, with the same or similar lighting, color and style as originally installed.

B. Temporary holiday lighting and decorations. It is recommended to turn off holiday lighting at 11 PM. Holiday lights must be removed according to the guidelines in 3.27.

3.27 E Holiday Decorations Approval is not required if installed on a lot within thirty (30) days of a holiday event, provided that the Owner is keeping with the Community standards, and provided that the decorations are removed within thirty (30) days of the holiday.

As you will note, enforcement is not mentioned. Thirty days before and after is mentioned reflecting our traditional holiday display in December (even that is not enforced). Do the covenants need to be changed for special three-day jellyfish lights at the Retreat?

What we do at the Retreat sets the standard. If we approve this and get pushback it will be hard to change.

Dave McGraw, Board Member Fossil Ridge Metropolitan District 1



Document Storage Proposal

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Document Storage Vendor Recommendation and Cost Estimate	2
Implementation Process Thoughts	3

Project Assumptions

- Important storage capabilities:
 - store archival documents
 - Provide storage collaboration space for working documents
- Important access capabilities:
 - Top level administrators with full add/change/delete ability to all folders and documents.
 - Create user groups
 - Define add/change/delete vs read only capability for each group
 - Assign users to groups
 - Assign groups to folders

Document Storage Proposal

2025-07-15 Page 2

Document Storage Vendors Reviewed

• DropBox

Box Business

• Google Workspace

• MS OneDrive

• IDrive

Egnyte

Tresorit

• Sync

pCloud

Internxt

• Icedrive

MEGA

Document Storage Vendor Recommendation and Cost Estimate

- DropBox slightly over Box.
 - US based for data storage
 - 5 terra byte storage included
 - Admin tools for managing user and group access rights to folders and documents.
 - Robust file sync for offline document usage.
- Retains prior versions and deleted docs for 180 days
- Disaster recovery In general in cloud applications, data is recorded as entered onto redundant disk drives. If one drive fails the drive is replaced and populated with a mirror image of the other. The process is transparent to users. This has not yet been confirmed with DropBox.
- 40 users x 15/user/mo = 7,200/yr
- 2025 budget proposed = \$10,000 paid from transfers between accounts within D1

Document Storage Proposal

<u>2025-07-15</u> Page 3

Implementation Process Thoughts

- Start with a pilot project
 - Free for 30 days to look for gotchas
 - A very few users with storage needs that will test our document storage vendor, folder organization and access assumptions.
 - Train users in storage application use.
 - Provide coaching where requested in storage content and organization
- Expand to users as we gain confidence in our assumptions.
 - Train users in storage application use.
 - Provide coaching where requested in storage content, organization and access
- Develop policies for structure, and access for Board approval
- Report status and issues to the Board for discussion and resolution
- This will be a culture change.
 - Documents that run FRMD
 - are owned by FRMD
 - and maintained in the FRMD Document Repository.

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Project Assumptions

- Site will be organized to make finding information more intuitive.
 - Bring all services information together on the Home page under a tab titled "Services". If services differ depending on where a homeowner's residence is located, explain on the page for that service.
 - Bring all activity information together on the Home page under a tab titled "Activities".
 - Bring all administrative information for FRMD, Solterra HOA, and Patio HOA
 together on the Home page under tabs titled for each organization with explanation
 of the differences between them.
 - Everything on the site must have an owner who is responsible for keeping their content up to date.
 - If owner cannot be determined, current sit information will not be transferred.
 - Some documents on the current site deemed of low value to homeowners will be moved to the new document repository
 - Subject to Board input
 - List below

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Site and Developer Recommendation and Cost Estimate

- Site Developer 10#Gorilla.
 - Developed and maintains Highlands Ranch Community Association site
 - https://hrcaonline.org
 - So far, easy to work with.
 - Help phone line support
- Development platform recommended is DNN Platform
 - Open-source collection of development tools.
 - Upgraded and maintained by an organized developer community
 - DNNCommunity.org
- Site to be hosted by DNN4Less
 - DNN4Less.com
 - Daily Backups
 - 24/7 Phone, Ticket, and Chat Support
- Development cost proposed = \$40,000 paid from transfers between accounts within D1
- Annual hosting fee = \$250
- Ongoing site adjustment = Time and materials @ \$150/hr.

<u>2025-07-15</u> Page 3

Implementation Plan

Phase I

- Approve the budget
- Negotiate and sign the Statement of Work
- Develop the page structures and links
- Develop the content
 - FRMD responsibility
- Load the content
- Test navigation and content
- Go live
- Train CRS to maintain the Calendar and News features
- Accept the flood of complements we will receive on our new site.

Phase II - 2026

• Take suggestions and implement as needed, budgeted, and approved.

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Low Value Documents Going to the Document Repository

FRMD

Home Page

Resident Directory – Has no owner and has not been maintained for years

The District > Documents > Governing Documents

District Governing Documents and Notices

- Amended and Restated Service Plan for District Nos. 1-3
- Original Service Plan for District Nos. 1-3
- Resolution Establishing Finance Committee 1-3

Intergovernmental Agreements

- Mater Intergovernmental District Facilities Construction and Service Agreement
- First Amended and Restated Intergovernmental Agreement between The City of Lakewood and Fossil Ridge Metropolitan District NO.1 Relating to Maintenance
- First Addendum to First Amended and Restated Intergovernmental Agreement between The City of Lakewood and Fossil Ridge Metropolitan District NO.1 Relating to Maintenance
- Amended and Restated Intergovernmental agreement for Extra-Territorial Sewer Service
- Intergovernmental Agreement for Maintenance and Repair of Sewer System 9/18/2008

Development Agreements

- Development Agreement for Springfield Green
- Development Agreement for Springfield Green, First Amendment
- Development Agreement for Springfield Green, Second Amendment
- Springfield Green Official Development Plan
- Springfield Green Official Development Plan Modification No. 2
- Springfield Green Official Development Plan Modification No. 3
- Springfield Green Official Development Plan Modification No. 4
- Reimbursement and Acquisition Agreement FINAL 5/13/2008

The District > Financial Information > Audits

All audit docs beyond prior year

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The District > Financial Information > Mill Levy Information
All to FRMD Document Repository

The District > Financial Information > Schedule of Fees All to FRMD Document Repository

The District > Public Improvements
All to FRMD Document Repository

The District > Reserve Study
All to FRMD Document Repository



Statement of Work

Deliverables

This project involves the complete redesign and development of the Solterra-Connect.com website to deliver a modern, user-friendly, and responsive online experience. The scope of work includes:

Design Phase

- A content strategy for up to 25 pages
- A custom homepage and cohesive visual style
- Design of key templates, including general-purpose pages, news, and events
- Design optimization for development handoff
- Mobile and tablet responsive designs
- Redesign of 10 template building blocks to align with the visual style

Development Phase

- Coding of a website theme
- Development of redesigned building blocks and templates for news and events
- Construction of up to 25 pages, including homepage, news, and events

Environment Setup

- Annual website hosting
- One-time SSL installation
- Website launch support and go-live assistance

Testing & QA

- Cross-browser, responsive, and accessibility testing
- User Acceptance Testing (UAT) issue resolution

Training & Handoff

• Virtual training sessions and recorded video tutorials for client staff

Project Management

Internal project oversight, communications, and task coordination

Optional Add-Ons

- Google Analytics & Tag Manager integration
- Custom Google Programmable Search Engine setup
- In-depth ADA compliance testing

Cost

The above will be performed for a budget of \$33,076 plus an additional \$3,875 if the optional add-ons are desired.

Acceptance of Estimate: The above prices and specifications are satisfactory and are hereby accepted.

FOSSIL RIDGE METRO DISTRICT Signature and Date

10 Pound Gorilla Signature and Date





5585 W. Airport Rd Sedalia, Colorado 80135 C 303.471.1522 \$ 303.470.3197 \$ sales@cdi-services.com

To:	Fossil Ridge Metro District		Contact:	David McGraw	
Address:	Greenwood Village, CO		Phone:		
	5 ,		Fax:		
Project Name:	Fossil Ridge - 2025 Fall Forebay Maintenance		Bid Numbe	er:	
Project Location:	Lakewood, CO		Bid Date:	6/3/2025	
Addendum #:	N/a				
Item Description		Estimated Quantity	Unit	Unit Price	Total Price
31 Yaarly Maintanans	e Of Forebay - Spring & Fall	1.00	EACH	\$1,287.30	\$1,287.30
	creen To Remove Debris, Removing Needed	1.00	EACH	\$1,207.30	\$1,207.30
		Total	Price for al	bove B1 Items:	\$1,287.30
Q1					
Includes - Cleaning So Forebays, Remove Se	e Of Forebay - Spring & Fall creens, Removal Of Sediment Inside Concrete diment 3' Outside Concrete Forebay To Allow perly, & Trash Removal Around All Of Retention	1.00	EACH	\$2,889.60	\$2,889.60
Area		Total	Price for al	oove Q1 Items:	\$2,889.60
Q 2					
	e Of Forebay - Spring & Fall creens, & Trash Removal Around All Of Retention	1.00	EACH	\$772.80	\$772.80
		Total	Price for al	oove Q2 Items:	\$772.80
includes - Cleaning So Forebays, Remove Se	e Of Forebay - Spring & Fall creens, Removal Of Sediment Inside Concrete diment 3' Outside Concrete Forebay To Allow perly, & Trash Removal Around All Of Retention	1.00	EACH	\$2,379.30	\$2,379.30
Area		Total	Total Price for above Q3 Items: \$2		\$2,379.30
		iotai	Price for al	oove Q3 Items:	\$2,379.30
Includes - Cleaning So	e Of Forebay - Spring & Fall creens, Removal Of Sediment Inside Concrete Path On Cattails To Allow Forebay To Work	1.00	EACH	\$3,437.70	\$3,437.70
	noval Around All Of Retention Area				
		Total	Price for al	oove Q4 Items:	\$3,437.70
Q 5				to 0// 55	1
ncludes - Cleaning So Forebays, Remove Se	e Of Forebay - Spring & Fall creens, Removal Of Sediment Inside Concrete diment 3' Outside Concrete Forebay To Allow perly, & Trash Removal Around All Of Retention	1.00	EACH	\$2,314.20	\$2,314.20
		Total	Price for al	oove Q5 Items:	\$2,314.20
Q6 Yanubi Maintanana	Of Favahay, Carina 9 5-11	4.00	. FACIL	¢3.055.00	42.055.00
rearry maintenance	e Of Forebay - Spring & Fall	1.00	EACH	\$2,055.90	\$2,055.90



Sedalia, Colorado 80135 \$\colorado 303.471.1522 \overline{\pi} 303.470.3197 \overline{\pi} sales@cdi-services.com

То:	Fossil Ridge Metro District	Contact: David McGraw
Address:	Greenwood Village, CO	Phone:
		Fax:
Project Name:	Fossil Ridge - 2025 Fall Forebay Maintenance	Bid Number:
Project Name: Project Location:	Fossil Ridge - 2025 Fall Forebay Maintenance Lakewood, CO	Bid Number: Bid Date: 6/3/2025

Item Description Estimated Quantity Unit Unit Price Total Price

Includes - Cleaning Screens, Removal Of Sediment Inside Concrete Forebays, Remove Sediment 3' Outside Concrete Forebay To Allow Forebay To Work Properly, & Trash Removal Around All Of Retention Area

Q7

Yearly Maintenance Of Forebay - Spring & Fall

Includes - Cleaning Screens, Removal Of Sediment Inside Concrete Forebays, Remove Sediment 3' Outside Concrete Forebay To Allow Forebay To Work Properly, & Trash Removal Around All Of Retention Area

Q8

Yearly Maintenance Of Forebay - Spring & Fall

Includes - Cleaning Screens, Removal Of Sediment Inside Concrete Forebays, Remove Sediment 3' Outside Concrete Forebay To Allow Forebay To Work Properly, & Trash Removal Around All Of Retention Area

Q9

Yearly Maintenance Of Forebay - Spring & Fall

Includes - Cleaning Screens, Removal Of Sediment Inside Concrete Forebays, Remove Sediment Throughout Forebay Area To Allow Forebay To Work Properly, & Trash Removal Around All Of Retention Area

Total Price for above Q6 Items: \$2,055.90

1.00 EACH \$1,863.75

Total Price for above Q7 Items: \$1,863.75

1.00 EACH \$2,248.05

Total Price for above Q8 Items: \$2,248.05

φ<u>2/2</u>40103

1.00 EACH \$3,788.40 \$3,788.40

Total Price for above Q9 Items: \$3,788.40

Total Bid Price: \$23,037.00

Notes:

- This proposal will be subject to a change order for material price increases, if material market pricing escalates at the time of
 installation, from the date of proposal.
- This maintenance may cause minor damage to native areas to access forebays. Native can be repaired at an additional cost. No damage was
 caused 2 years ago when this work was performed last.
- This proposal is good for 30 days following the date given on the proposal.
 - **Nature's Workforce,** a Consolidated Divisions, Inc. company.

An Equal Opportunity Employer

Payment Terms:

Payment due 30 days from invoice.

\$1,863.75

\$2,248.05



5585 W. Airport Rd Sedalia, Colorado 80135 \$\mathcal{C}\$303.471.1522 \$\square\text{3}303.470.3197 \$\square\text{com}\$\square\text{celescom}\$

To:	Fossil Ridge Metro District	Contact: David McGraw
Address:	Greenwood Village, CO	Phone:
		Fax:
Project Name:	Fossil Ridge - 2025 Fall Forebay Maintenance	Bid Number:
Project Location:	Lakewood, CO	Bid Date: 6/3/2025



ACCEPTED:	CONFIRMED:	
The above prices, specifications and conditions are satisfactory and are hereby accepted.	Consolidated Divisions, Inc Dba CDI Environmental Contractors	
Buyer:		
Signature:	Authorized Signature:	
Date of Acceptance:	Estimator: Cory France	
	303-501-5697 coryf@cdi-services.com	



Sedalia, Colorado 80135 € 303.471.1522 ≅ 303.470.3197 ⇔sales@cdi-services.com

То:	Fossil Ridge Metro District		Contact:	David McGraw	
Address:	Greenwood Village, CO		Phone:		
			Fax:		
Project Name:	Fossil Ridge - 2025 Summer Forebay Maintenance	9	Bid Number:	.	
Project Location:	Lakewood, CO		Bid Date:	6/3/2025	
Addendum #:	N/a				
Item Description		Estimated Quantity	Unit	Unit Price	Total Price
B1					
Yearly Maintenance Of Forebay - Spring & Fall Includes - Cleaning Screen To Remove Debris, Removing Needed Sediment/Cattails 3' Around Screen		1.00	EACH	\$1,287.30	\$1,287.30
		Total	Price for abo	ve B1 Items:	\$1,287.30
Q1					
	te Of Forebay - Spring & Fall Icreens, Removal Of Sediment Inside Concrete	1.00	EACH	\$2,889.60	\$2,889.60
Forebays, Remove Se	ediment 3' Outside Concrete Forebay To Allow				
Forebay To Work Pro Area	perly, & Trash Removal Around All Of Retention				
Alea		Total	Price for abo	ve O1 Items:	\$2,889.60
					Ψ2/003:00
Q2	o Of Forobay - Caring 9. Fall	1.00	EACH	¢772.90	¢772 90
	ce Of Forebay - Spring & Fall creens, & Trash Removal Around All Of Retention	1.00	EACH	\$772.80	\$772.80
		Total	Price for abo	ve Q2 Items:	\$772.80
Q3					
-	e Of Forebay - Spring & Fall	1.00	EACH	\$2,379.30	\$2,379.30
Includes - Cleaning S Forebays, Remove Se Forebay To Work Pro	creens, Removal Of Sediment Inside Concrete ediment 3' Outside Concrete Forebay To Allow perly, & Trash Removal Around All Of Retention			, ,	
Area		Total	Drice for abo	ve Q3 Items:	\$2,379.30
		Total	riice ioi abo	ve Q3 Items.	\$2,37 9.30
Q4					
Includes - Cleaning S Forebays, Cut Down	ee Of Forebay - Spring & Fall creens, Removal Of Sediment Inside Concrete Path On Cattails To Allow Forebay To Work moval Around All Of Retention Area	1.00	EACH	\$3,437.70	\$3,437.70
Troperty, & Trasif Kei	moval Albunu Ali of Retention Alea	Total	Price for abo	ve Q4 Items:	\$3,437.70
Q5					
Yearly Maintenance	re Of Forebay - Spring & Fall creens, Removal Of Sediment Inside Concrete	1.00	EACH	\$2,314.20	\$2,314.20
Forebays, Remove Se	ediment 3' Outside Concrete Forebay To Allow perly, & Trash Removal Around All Of Retention				
AICC		Total	Price for abo	ve Q5 Items:	\$2,314.20
Q6					

1.00 EACH

Yearly Maintenance Of Forebay - Spring & Fall

\$2,055.90

\$2,055.90



5585 W. Airport Rd Sedalia, Colorado 80135 € 303.471.1522 ﷺ 303.470.3197 ඎ sales@cdi-services.com

To:	Fossil Ridge Metro District	Contact: David McGraw
Address:	Greenwood Village, CO	Phone:
		Fax:
Project Name:	Fossil Ridge - 2025 Summer Forebay Maintenance	Bid Number:
Project Location:	Lakewood, CO	Bid Date: 6/3/2025

Item Description Estimated Quantity Unit Unit Price Total Price

Includes - Cleaning Screens, Removal Of Sediment Inside Concrete Forebays, Remove Sediment 3' Outside Concrete Forebay To Allow Forebay To Work Properly, & Trash Removal Around All Of Retention Area

Q7

Yearly Maintenance Of Forebay - Spring & Fall Includes - Cleaning Screens, Removal Of Sediment Inside Concrete Forebays, Remove Sediment 3' Outside Concrete Forebay To Allow Forebay To Work Properly, & Trash Removal Around All Of Retention Area

Q8

Yearly Maintenance Of Forebay - Spring & Fall Includes - Cleaning Screens, Removal Of Sediment Inside Concrete Forebays, Remove Sediment 3' Outside Concrete Forebay To Allow Forebay To Work Properly, & Trash Removal Around All Of Retention Area

Q9

Yearly Maintenance Of Forebay - Spring & Fall Includes - Cleaning Screens, Removal Of Sediment Inside Concrete Forebays, Remove Sediment Throughout Forebay Area To Allow Forebay To Work Properly, & Trash Removal Around All Of Retention Area

Total Price for above Q6 Items: \$2,055.90

1.00 EACH \$1,863.75

Total Price for above Q7 Items: \$1,863.75

1.00 EACH \$2,248.05 \$2,248.05

Total Price for above Q8 Items: \$2,248.05

\$3,788.40

1.00 EACH

Total Price for above Q9 Items: \$3,788.40

Total Bid Price: \$23,037.00

Notes:

- This proposal will be subject to a change order for material price increases, if material market pricing escalates at the time of
 installation, from the date of proposal.
- This maintenance may cause minor damage to native areas to access forebays. Native can be repaired at an additional cost. No damage was
 caused 2 years ago when this work was performed last.
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Payment Terms:

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\$1,863.75

\$3,788.40



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То:	Fossil Ridge Metro District	Contact: David McGraw
Address:	Greenwood Village, CO	Phone:
		Fax:
Project Name:	Fossil Ridge - 2025 Summer Forebay Maintenance	Bid Number:
Project Location:	Lakewood, CO	Bid Date: 6/3/2025
Addendum #:	N/a	



ACCEPTED:	CONFIRMED:	
The above prices, specifications and conditions are satisfactory and are hereby accepted.	Consolidated Divisions, Inc Dba CDI Environmental Contractors	
Buyer:		
Signature:	Authorized Signature:	
Date of Acceptance:	Estimator: Cory France	
	303-501-5697 coryf@cdi-services.com	

Board Meeting Packet Enclosure - Engineering Briefing

Project Improvement Fund – Underdrain Project

(Excerpt from recommendation email from Merrick project manager)

Terry/Dave/Gerry-

Attached are the final bids from CDI and Goodland for the Alley Drainage Project received late last week. Both contractors addressed my request for clarifications and adjusted their bids accordingly so that we could have an apples-to-apples comparison. After visiting the site with Dave last week and reviewing the design plans, I believe it would be in the District's best interest to include both Alternate #1 and Alternate #2 in the project for the best outcome for these improvements. Therefore, this work would include full concrete panel replacements where impacted by in the storm pipe in the alley and the additional underdrain and swale on the east side of the walk.

The final bids with these alternates are summarized below:

CDI, total with Alternates = \$97,627.93 Goodland Construction Total with Alternates = \$111,551.70

Both contractors had roughly the same timeline to complete the work, approximately 15 days after notice to proceed. And they both can start the 3rd week in July; however, CDI prefers to start August 4th due to a planned vacation and his desire to be here when the work begins.

Given that CDI has the lowest qualified bid and given their overall responsiveness to us and the District, I would recommend proceeding with CDI for the contract award. Please let us know the next steps and let's confirm what additional information is needed from Merrick.

Donna Barrentine, **PE**| Project Manager | Merrick & Company