



BENT GRASS METROPOLITAN DISTRICT

Board Meeting

Tuesday, August 4, 2020 – 10:30 AM

102 E. Pikes Peak Ave., Suite 200

Colorado Springs, CO 80903,

OR

Please join my meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/561944941>

You can also dial in using your phone.

United States (Toll Free): [1 866 899 4679](tel:18668994679)

United States: [+1 \(224\) 501-3316](tel:+12245013316)

Access Code: 561-944-941

**Randle Case II, President
Term to May 2022**

**Lena Gail Case, Director
Term to May 2022**

**Bryan Long, Vice President/Secretary
Term to May 2023**

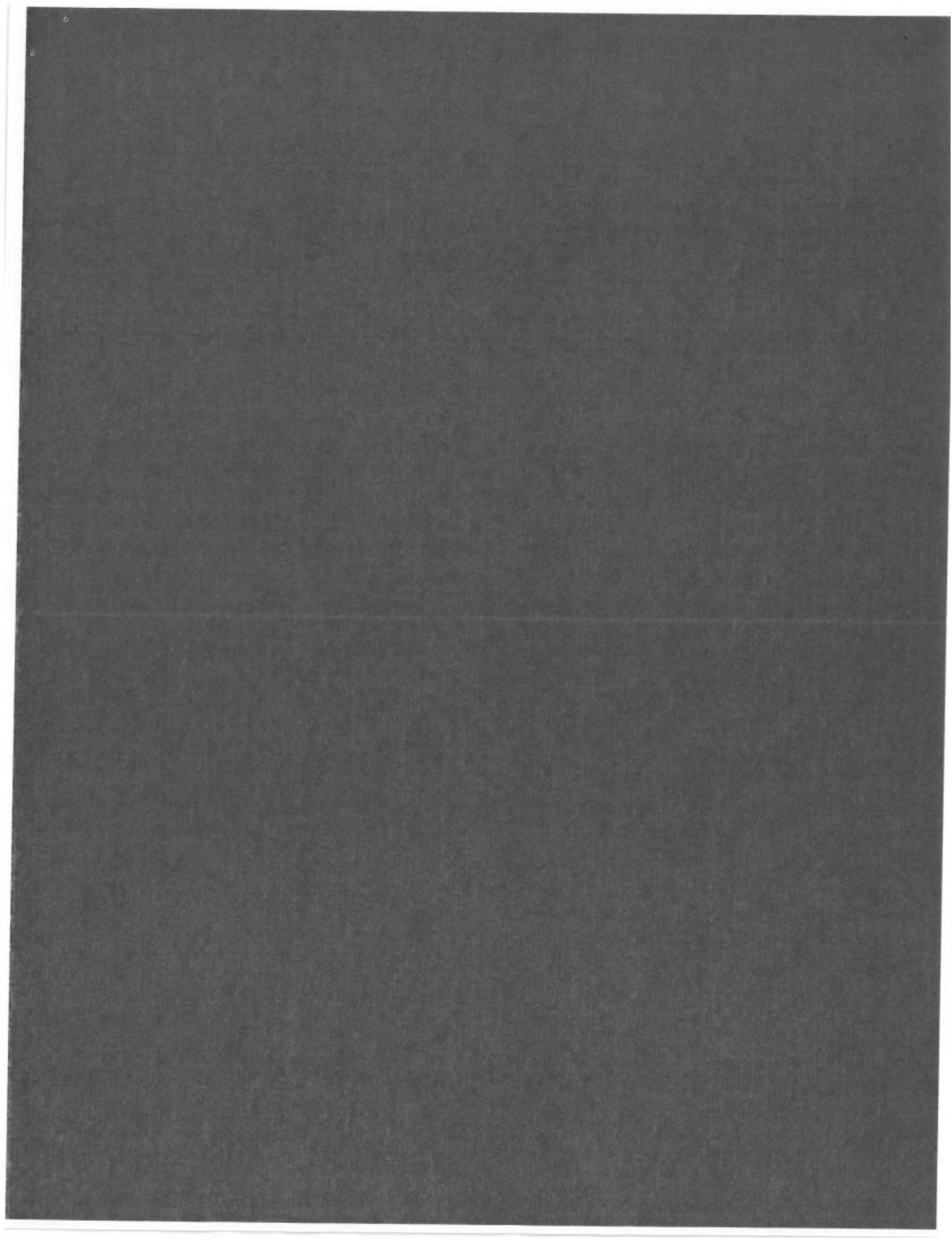
**Randy DeYoung, Director
Term to May 2023**

**Brian Bahr, Treasurer
Term to May 2022**

AGENDA

1. **Call to order/Introductions**
2. **Approval of the Minutes from Board meeting of July 7, 2020**
3. **Public Comment (For items not on the Agenda)**
4. **Review and Approval of Payables**
 - a. **Financial statements are being updated with bonds and audit recommendations for next month**
5. **Board President Report**
6. **Manager's Report**
 - a. **Metro District covenant enforcement**
 - **Review of formal structure**
 - **Plan for 2020**
 - b. **Bent Grass Meadows Drive South Reimbursement Request**
 - **Approval of documents for granting of subordinate note**

- c. Request for approval of Agreement to maintain drainage tracts – Challenger parcel
 - Completed and signed
 - d. Review of Bentgrass/Meridian drainage improvement
7. Development Updates
 8. Review and Action on
 - a) Woodmen Road/Bent Grass Meadows Drive Access Update
 - b) Bent Grass Meridian Traffic Signal Update
 9. Other Old Business
 10. New Business
 11. Confirm and Set Next Meeting
 - a. Scheduled for September 1, 2020
 12. Adjournment





**MINUTES OF A SPECIAL MEETING
OF THE BOARD OF DIRECTORS OF THE
BENT GRASS METROPOLITAN DISTRICT
HELD JULY 7, 2020 AT 10:30 A.M.**

Pursuant to posted notice, the regular meeting of the Board of Directors of the Bent Grass Metropolitan District was held on Tuesday, July 7, 2020 at 10:30 AM, via in person and electronic means and telephone conference call.

Attendance

In attendance were Directors:

*Randle Case II, President
*Lena Gail Case, Director
*Bryan Long, Director
Randy DeYoung, Director
Brian Bahr, Director, Excused

Also in attendance were:

*Kevin Walker, WSDM
Pete Susemihl, District Counsel, Susemihl, McDermott & Downie, P.C.
*Ron Waldthausen, Land First Inc

*= Present at meeting site 102 E. Pikes Peak Ave., Suite 200, Colorado Springs, CO 80903

1. Call to Order, Introductions & Approval of Agenda:

President Case II called the meeting to order at 10:30 a.m. Mr. Walker noted the removal of Agenda item 8.d.

Director Case moved to approve the Agenda as revised; seconded by Director Long. Motion passed unanimously.

2. Approval of the June 2, 2020 Minutes:

Director Case moved to accept the June 2, 2020 Minutes as presented; seconded by Director Long. Motion passed unanimously.

3. Public Comment:

There was no public comment.

4. Review of Financials and Approval of Payables:

Mr. Walker presented the Financials and noted they are essentially the same as last month and he will have the June 30 Financials to the Board at the next meeting. President Case II asked about Treasurer's Office collections. Mr. Walker explained they have collected 50% and a lot of payments were delayed until August 30th. Director Case moved to accept the Financials and Payables as presented; seconded by Director Long. Motion passed unanimously.

5. Board President Report:

President Case II reported the District had a successful bond closing on June 30, 2020. He noted they received one of the best interest rates for an unrated credit since COVID at 5.25%.

6. Manager's Report:

a. Metro District Covenant Enforcement:

Mr. Walker reported that he met with a resident and former Board member, Brad Lam and toured the community with him. The community has gone 3 or 4 years without covenant enforcement, and the main problems are with trailers and campers being stored on the property. Mr. Walker noted enforcement could be a tricky process in the beginning. Mr. Susemihl has drafted documents and the Board can appoint a covenant committee to manage the covenant enforcement. Mr. Susemihl discussed having a source of revenue to pay for covenant enforcement and recommended creating a Colorado Nonprofit Corporation with the understanding that the District's involvement is limited to appointing the Directors of the nonprofit and paying for the cost of covenant enforcement and architectural control. Mr. Susemihl also recommended that the Board approves an assignment and assign the rights to the nonprofit organization, Bent Grass Covenants LLC.

President Case II asked about the transition and costs in other districts. He also asked what it looks like for a District Manager to also manage the Covenant Committee. Mr. Walker explained he and Mr. Susemihl have done this in Ventana Metropolitan District, a community with 320 houses south of the town of Fountain, Colorado and it is going well. He also discussed Mountain Vista Metropolitan District that is currently transitioning to covenant enforcement and it is going fine with no major difficulties.

Director DeYoung asked what the monthly costs are. Mr. Walker explained it is about \$2,000 a month in Ventana and less than \$1,000 a month at Mountain Vista. The Board discussed the details and structure of the nonprofit corporation. The Board discussed having the documents prepared and ready to review and approve for the August Board meeting. President Case II requested that Mr. Lam join the meeting and offer feedback as well.

b. Bent Grass Meadows Drive South Reimbursement Request:

Mr. Walker reported there have been numerous discussions between Director DeYoung, as property owner and his attorney and Mr. Susemihl and others working out the reimbursement agreement for the road that Director DeYoung partially built adjacent to the Falcon Storage and School District 49's bus / fleet facility. Mr. Walker discussed that the District's interest is to pay for that improvement and in order to do that the District needs to have more documentation around what the costs are. Mr. Walker continued sharing that the Board is in a position that they would like to have that reimbursement as a subordinate bond to the A bonds and it will just require some additional work to do that. Mr. Susemihl discussed documentation needed from Director DeYoung and his attorney. Director DeYoung noted he is working on providing that documentation, but he would like to bring this to a resolution soon. The Board discussed issuing a subordinate bond that is not tax exempt. The Board discussed moving this item along with the Board to review and accept the final documentation at the August 4th Board meeting.

- c. Request for approval of Agreement to maintain drainage tracts – Challenger, DeYoung & Lena Gail Case parcels:
Mr. Walker reported the easement documents have been signed as it relates to Challenger's parcel and the District is prepared to sign a document for DeYoung's and Lena Gail Case's parcel as well. Challenger's plats are being held by the County to resolve this issue for the 3 property owners that the District Board previously authorized proceeding similar to prior stormwater agreements in the District. He noted the exhibits are being finalized for all parcels as well to submit to the County for the County's signature and recording.
- d. Review of Bent Grass/Meridian drainage improvement:
Mr. Walker noted there were no other updates to report. President Case II reported that after the last meeting, he was informed there was a wastewater main line for Sterling Ranch coming down Meridian frontage near the Meridian Road drainage way to cross and connect to a Meridian Ranch Metro District existing wastewater line just north of Bent Grass Meadows Drive. They have been working with Sterling Ranch and determined that the size of the pipe and the manholes are closer than we would like to the intersection of Bent Grass Meadows Drive and but its hard to reengineer that when it has already been approved by the County. He shared that the depth of the line appears to be low enough to allow for the planned Bent Grass at Meridian street and stormwater improvements to be constructed without conflicting with the new Sterling Ranch wastewater line. President Case II noted the Bent Grass at Meridian street and stormwater improvements project is getting ready to commence with ordering the traffic signal equipment and additional pipe/bridge crossing supplies as soon as the Challenger plat is recorded and other fund arrangements hopefully from the County bridge fund can be committed.

7. Development Updates:

President Case II reported that Mr. Waldthausen, who was present but had to leave, has land use activity for his 5-acre parcel west of 7-Eleven. President Case II al shared that International Development Company (IDC), a partial affiliate of his family's companies, is working on some land use layouts on the 8 acres to the north of 7-Eleven and hopes to have that brought forward for County land use review yet this year. He reported that the Woodmen Hills Metro District accepted and scheduled a hearing for that 8 acre parcel as well as the Bahr Holdings' 9 acres (that was a former proposed school site). He shared that he attended the Woodmen Hills Metro District hearing on June 28 by Zoom and that Board accepted those 2 applications and authorized an inclusion hearing before their Board to be held on July 23rd at 5:30PM for formal acceptance. The actual inclusion agreements will be presented at that time and may involve Bent Grass Metro District responding to the inclusion request as well as Woodmen Road Metro District. Director DeYoung reported on his development updates that they are finalizing the Man Cave project documents contingent on completing the reimbursement agreement discussed earlier. President Case II reported that he spoke with Mr. Hummel, the original developer of the Falcon Marketplace and that Hummel Development has been removed from the project through a business structure change with the funding company after King Soopers had closed on their land purchase. With COVID-19, that project is somewhat stalled as the funding company has reportedly not paid their contractors and the County actually is pursuing a letter of credit for completion of some partially built stormwater improvements.

8. Review and Action on:

- a. BGMD Bond Refinance: Mr. Walker reported the refinance was closed last month and there are no more actions required at this time. The Board can expect to see the Audit that needs to be approved by July 31, 2020.

- b. Woodmen Road/Bent Grass Meadows Drive Access Update: There were no other updates.
- c. Bent Grass Meridian Traffic Signal Update: Mr. Walker reported the design plans have been resubmitted and they are waiting on an update from the County.

9. Executive Session to receive reports from consultants on water resources issues and receive legal advice: The Board indicated there was no need for an executive session.

10. Other Old Business:

There was no discussion.

11. New Business:

There was no discussion.

12. Confirm and Set Next Meeting:

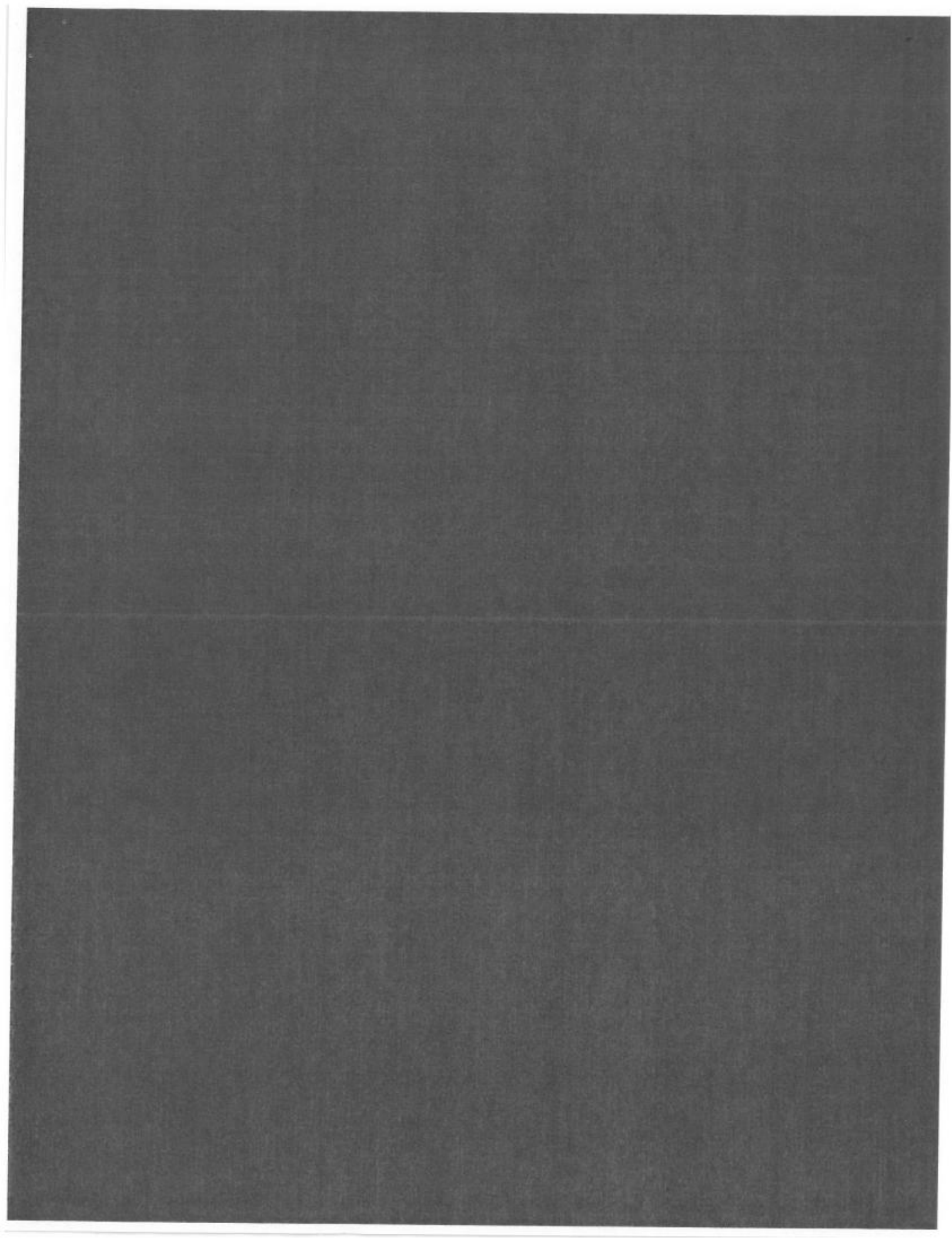
The Board confirmed the next meeting will be August 4, 2020 at 10:30 AM.

13. Adjournment:

Director Long moved to adjourn; seconded by Director DeYoung. Motion passed unanimously at 11:49 AM.

Respectfully Submitted,
Walker Schooler District Managers

By: Kristina Kulick for the Recording Secretary



Bent Grass Metropolitan District PAYMENT REQUEST

7/16/2020

GENERAL FUND ACCOUNT

| Company | Invoice | Date | Amount | Retainage | Amount this Draw | Comments |
|-----------------------------------|---------|-----------|--------------------|-----------|--------------------|-----------------------------|
| Susemihl, McDermott & Downie P.C. | 32603 | 5/31/2020 | \$ 2,743.50 | | \$ 2,743.50 | check cut/signed on 5/21/20 |
| Susemihl, McDermott & Downie P.C. | 32716 | 6/30/2020 | \$ 2,263.00 | | \$ 2,263.00 | |
| Walker Schooler District Managers | 6546 | 6/30/2020 | \$ 2,000.00 | | \$ 2,000.00 | |
| Weisbirg Landscaping | 38508 | 7/9/2020 | \$ 100.00 | | \$ 100.00 | |
| Weisbirg Landscaping | 38302 | 6/30/2020 | \$ 405.00 | | \$ 405.00 | |
| Weisbirg Landscaping | 38225 | 6/10/2020 | \$ 65.00 | | \$ 65.00 | |
| Woodmen Hills Metro District | 14114 | 6/30/2020 | \$ 196.22 | | \$ 196.22 | |
| TOTAL | | | \$ 7,772.72 | - | \$ 7,772.72 | |

DEBT SERVICE FUND ACCOUNT

| Company | Invoice | Date | Amount | Retainage | Amount this Draw | Comments |
|---------------------------------|---------|------|-------------|-----------|------------------|------------------|
| UMB - Bent Grass Metro District | | | \$ - | | \$ - | Interest payment |
| TOTAL | | | \$ - | | \$ - | |

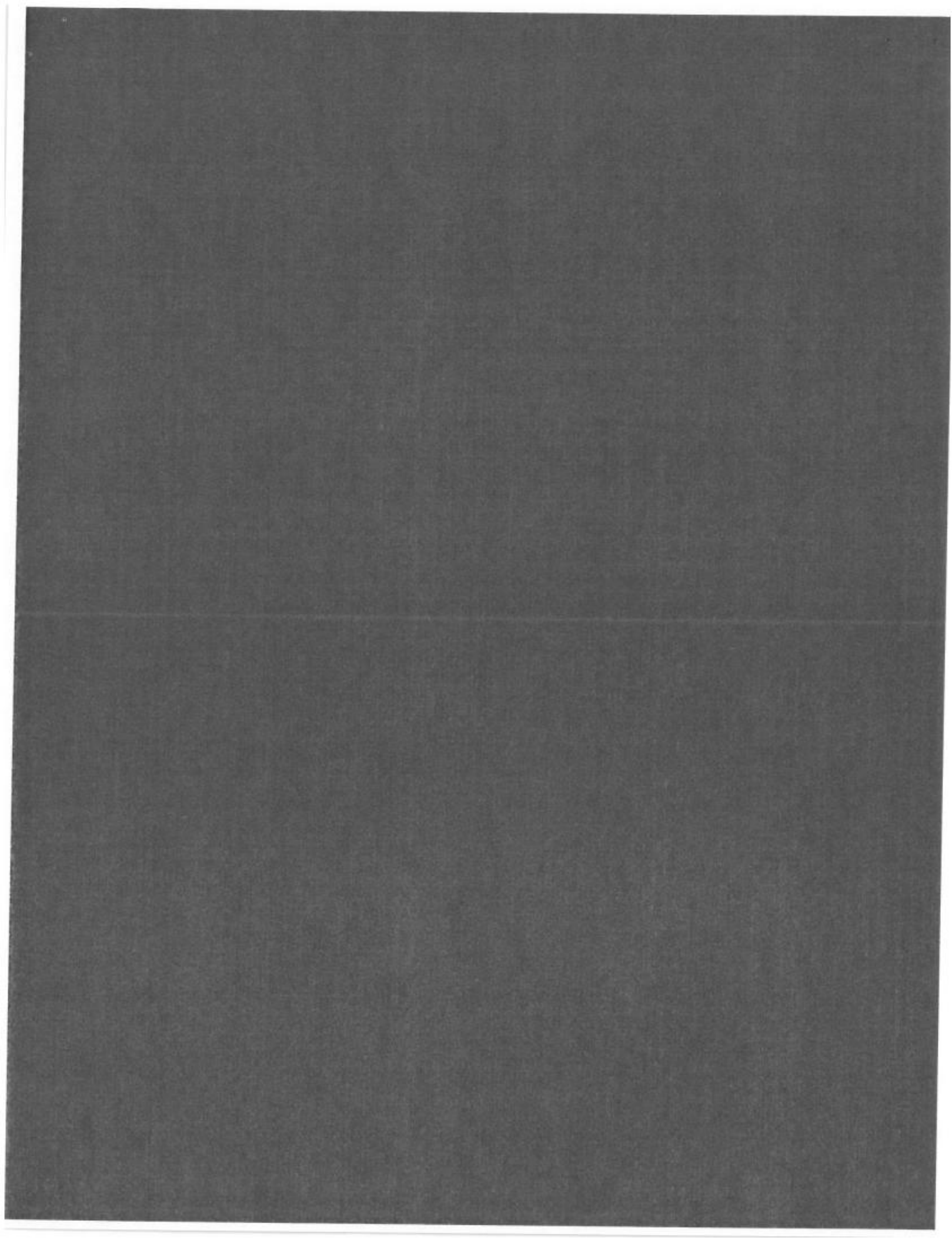
CAPITAL FUND ACCOUNT

| Company | Invoice | Date | Amount | Retainage | Amount this Draw | Due | Comments |
|------------------------|---------|------|----------------|-----------|------------------|-----|----------|
| Beginning Fund Balance | | | | | \$ (25,836.88) | | |
| LSC Transportation | | | | | \$ - | | |
| TOTAL | | | \$ 0.00 | - | \$ 0.00 | | |
| Ending Fund Balance | | | | | \$ (25,836.88) | | |



 President
 Bent Grass Metropolitan District

\$7,772.72



Kevin Walker

From: Peter Susemihl <psusemihl@smmclaw.com>
Sent: Monday, July 06, 2020 8:59 AM
To: CaseRandyll (rwcase@crlr.net); Case. Randy(Blackberry) (rwcase@att.blackberry.net); Bryan Long; Brian Bahr
Cc: Kevin Walker
Subject: Bent Grass Covenants
Attachments: Assignment.doc; Resolution re Covenant Enforcement.doc

Board members:

At the last Board meeting Randy Case suggested that I brief the board on the covenant issue at the next board meeting. So that is the purpose of this memo for tomorrow's meeting. I do not have the e-mail address for Lena or Randy DeYoung. The covenants do not have a mechanism for an HOA nor for annual dues.

The objective is two-fold: (1) have a mechanism for paying the cost of covenant enforcement after the developer is finished; and (2) use the District and its mill levies to pay for the same but insulate the District Board from covenant disputes. Title 32 does allow Districts to engage in covenant enforcement but we do not want a situation where all kinds of covenant issues and disputes can take up Board time. In this case the recorded covenants in Section 1.14 state that when the Declarant (Rivers Bent Grass, LLC) no longer owns property in the development, then the Declarant control ends and covenant enforcement falls to the District (Section 5.10). This is where we are now.

To handle these issues, it is recommended that we do the following:

- (1) Execute an assignment whereby the District is passing its right of covenant enforcement to a Colorado-not-for-profit corporation called "Bent Grass Covenants". In Section 1.06 of the covenants, Declarant includes all successors and assigns. This assignment which is attached needs to be recorded.
- (2) The District adopts a resolution (attached) that notes that the District role is limited to paying the cost of covenant enforcement and architectural review and the appointment of the 3 members of the Board of Directors of the non-profit corporation. The initial directors could be 3 of the District board members or any of the residents of the District.

If this is acceptable, once executed, I will record the assignment and will form the Colorado non for profit corporation and draft some corporate bylaws.

Peter M. Susemihl

Susemihl, McDermott & Downie, P.C.
660 Southpointe Court, Suite 210
Colorado Springs, CO 80906
Phone (719) 579-6500
Fax (719) 579-9339
Cell (719) 660-1071
psusemihl@smmclaw.com

PRIVILEGED AND CONFIDENTIAL

This e-mail message is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure. If you are not the intended recipient, please do not disseminate, distribute or copy this communication, by e-mail or otherwise. Instead, please notify us immediately by return e-mail (including the original message in your reply) and by telephone (you may call us collect at 719-579-6500) and then delete and discard all copies of the e-mail. Thank you.

**ASSIGNMENT
(BENT GRASS COVENANTS)**

THIS ASSIGNMENT is made effective this 4th day of August, 2020.

WHEREAS, Rivers Bent Grass, LLP is the Declarant ("Declarant") under those certain covenants recorded on June 11, 2015 in the records of El Paso County, Colorado under Reception Number 215060458 (the "Covenants"); and

WHEREAS, Section 1.14 of the Covenants states that the period of declarant control ends when the Declarant no longer owns real property in the Community Area; and

WHEREAS, Declarant no longer owns any real property in the Community Area, and:

WHEREAS, Section 5.10 (Page 12) provides that after Declarant control has ended the enforcement shall fall to the Bent Grass Metropolitan District Board or its successor; and

WHEREAS, the Bent Grass Metropolitan District (the "District") has caused the creation of a Colorado Not for Profit Corporation known as Bent Grass Covenants; and

WHEREAS, the District desires to assign its obligation for covenant enforcement to Bent Grass Covenants.

NOW THEREFORE, ON THE EFFECTIVE DATE OF THIS ASSIGNMENT THE DISTRICT HEREBY ASSIGNS TO BENT GRASS COVENANTS, A COLORADO NOT FOR PROFIT CORPORATION ALL OF ITS RIGHTS AND OBLIGATIONS FOR COVENANT ENFORCEMENT AND ARCHITECTURAL REVIEW WHICH DECISIONS SHALL BE FINAL AND NOT SUBJECT TO FURTHER REVIEW.

BENT GRASS METROPOLITAN DISTRICT

Randle W. Case II, President

STATE OF COLORADO }
 } ss:
COUNTY OF EL PASO }

The foregoing instrument was acknowledged before me this ____ day of ____ 2020 by Randle W. Case II.

Witness my hand and official seal.

My commission expires: _____.

[SEAL] _____
notary public

**RESOLUTION OF THE BOARD OF DIRECTORS OF BENT
GRASS METROPOLITAN DISTRICT RE COVENANT
ENFORCEMENT**

WHEREAS, Bent Grass Metropolitan District, El Paso County, Colorado (the "District"), is a quasi-municipal corporation and political subdivision of the State of Colorado duly organized and existing as a metropolitan district under the laws of the State of Colorado (the "State"), including particularly Title 32, Article 1, C.R.S. (the "Special District Act"); and

WHEREAS, the District is authorized by the Special District Act and it approved Service Plan to provide for covenant enforcement; and

WHEREAS, the District, as a successor to the Declarant, Rivers Bent Grass, LLP, has assigned its rights and obligations for covenant enforcement to Bent Grass Covenants, a Colorado Not for Profit Corporation; and

WHEREAS, the District will fund the cost and expenses of covenant enforcement;

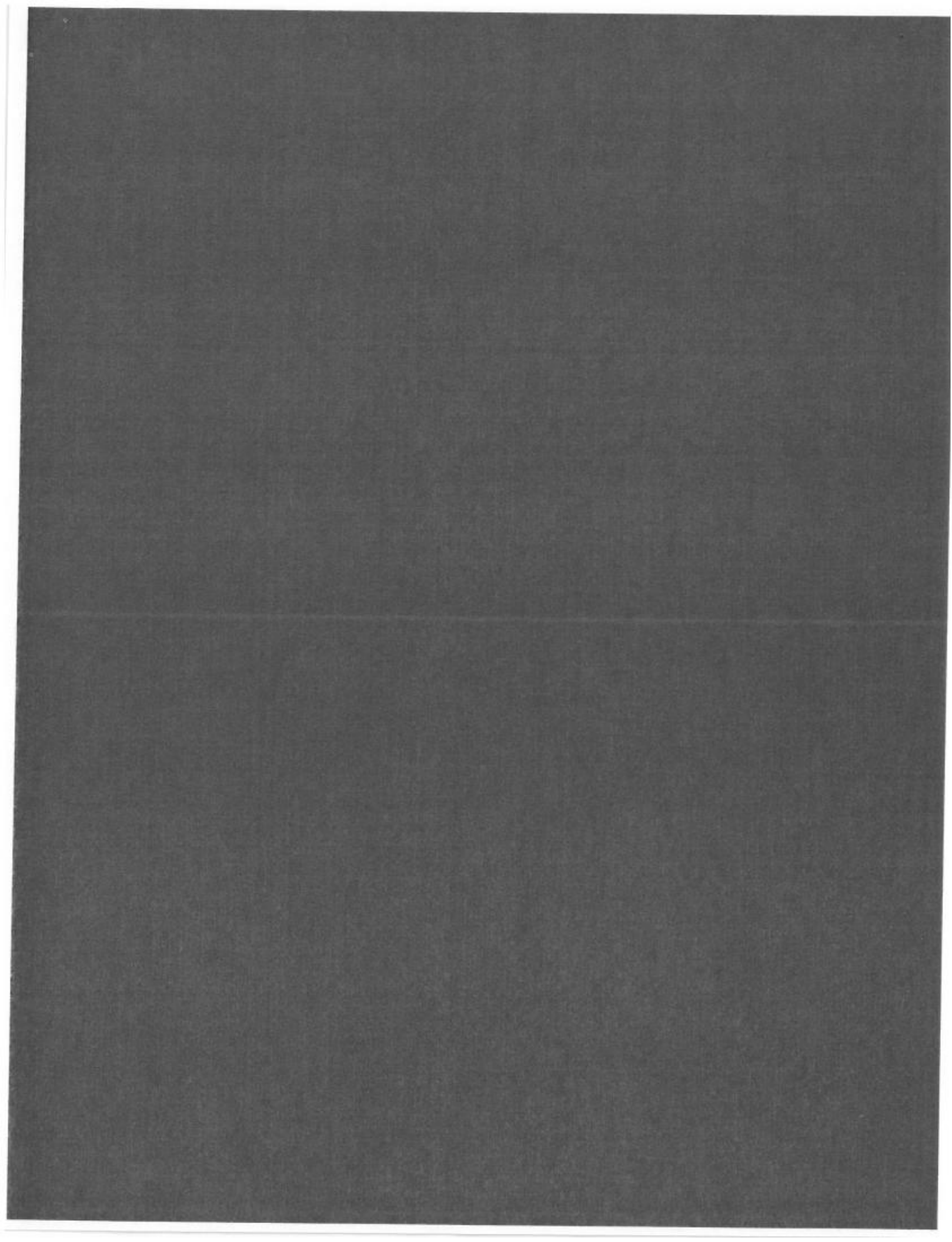
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF BENT GRASS METROPOLITAN DISTRICT, EL PASO COUNTY, COLORADO, THAT THE DISTRICT ROLE IN COVENANT ENFORCMENT IS LIMITED TO FUNDING THE COSTS AND EXPENSES OF THE SAME INCLUDING THE ADOPTION OF PENALTIES AND CHARGES AND SHALL HAVE NO OBLIGATION TO HEAR AND RESOLVE COVENANT DISPUTES AND FURTHER, SHALL APPOINT THE DIRECTORS OF BENT GRASS COVENANTS.

ADOPTED AND APPROVED this 4th day of August 2020.

Randle W. Case, President

ATTEST:

Secretary



**REIMBURSEMENT AGREEMENT
(Bent Grass/DeYoung)**

THIS AGREEMENT is made and entered into effective this 4th day of August 2020 by and between Bent Grass Metropolitan District ("District") and Randy DeYoung and/or assigns, ("Developer").

RECITALS

- A. The District was formed to provide certain municipal services to real property located in El Paso County, Colorado.
- B. In order to form the District, approval for a Service Plan (the "Service Plan") from the County of El Paso, Colorado had to be obtained.
- C. The Service Plan was approved on September 24, 2007.
- D. The Service Plan provides in part that the costs and expenses of District infrastructure funded by the Developer is subject to reimbursement to the Developer.
- E. The sums set forth in Section D above confer a substantial benefit upon the District and pay costs that are the responsibility of the District.
- F. The parties desire to set forth their mutual understanding with regard to these matters and the District intends to reimburse the Developer subject to the provisions of this Agreement.

NOW THEREFORE based upon the mutual considerations and promises contained herein, and other good and valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

Section 1. Advances. The Developer has installed a portion of Bent Grass Meadows Drive for the benefit of the District. Using experts the District and Developer have agreed that the present day value of these improvements is \$ _____ as identified on Exhibit A.

Section 2. Reimbursements. It is the District's intent to reimburse the Developer the amount set forth in Section 1, plus interest thereon at the rate set forth on the latest bond issue which is 5.25%, from the date of this Agreement.

Such reimbursement is expected to be made from the proceeds of one or more series of the District's general obligation or revenue bonds (the "Bonds"), when and if such Bonds are issued or from other revenues of the District including tax revenues.. The issuance and timing of any such Bonds shall be in the discretion of the District but the District agrees to issue said bonds as soon as the amount of assessed valuation allows for it.

Section 3. Debt. It is hereby agreed and acknowledged that this Agreement evidences an intent to reimburse the Developer hereunder and that, as such, it shall constitute debt or indebtedness under Colorado law and is a multi-fiscal year financial obligation.

Section 4. Prior Agreements; Amendments. This Agreement contains all of the terms between the District and the Developer concerning the reimbursement of Advances, and supersedes any other agreements or understandings, written or oral, between the parties concerning such matters. Any amendments to this Agreement must be in writing and must be signed by the parties.

Section 5. Miscellaneous.

a. **Arbitration.** In the event the Parties are unable to resolve any dispute relating to this Agreement, said dispute shall be settled by binding and mandatory arbitration before a mutually agreed upon arbitrator in El Paso County, Colorado and if the Parties cannot agree upon said arbitrator, the same shall be appointed by a District Court Judge in El Paso County, Colorado. The Parties shall be entitled to obtain documents from the other Party pursuant to reasonable discovery supervised by the arbitrator and subject to the arbitrator's determination as to scope. The costs of arbitration shall be determined by the arbitrator.

b. **Attorney Fees and Costs.** If any Party hereto institutes any legal action to enforce or interpret this Agreement, or for damages or any alleged breach, the prevailing Party shall be entitled to reasonable attorney fees and costs.

c. **Governing Law.** This Agreement shall be subject to, governed by, and construed in accordance with the laws of the State of Colorado.

d. **Notices.** All notices, demands and acceptances required herein shall be in writing and shall be delivered personally, transmitted by facsimile (with mailed copy sent), or sent by registered or certified mail, return receipt requested. Such notice shall be deemed delivered and effective upon confirmed receipt or if mailed, 48 hours after postmark.

e. **Severability.** In the event any part or provision of this Agreement shall be determined to be invalid or unenforceable under the laws of the State of Colorado, the remaining portions of this Agreement which can be separated from the invalid, unenforceable provisions shall, nevertheless, continue in full force and effect.

f. **No Waiver.** The waiver, by any Party hereto, of any covenant contained herein, shall not be deemed a continuing waiver of the same or of any other covenant contained herein.

Made and entered into the year and date first above written.

(Signature Page Follows)

BENT GRASS METROPOLITAN DISTRICT

BY: _____

Its: _____

ATTEST:

BY: _____

DEVELOPER:

Randy DeYoung

BENT GRASS MEADOWS 2020 ESTIMATE OF 2005 PRICES

BASED ON 2005 exhibit by Kiewit Engineering
 Began/Bent Grass Meadows est. July 2020
 By: Jerry Novak, sole proprietor

Print date: 07/23/20
 Calc. Date: 07/23/20

John Cant

| PROJECT-WIDE COSTS | | | | | | | |
|--------------------|-------------------|-------|----------|-----------|-----------------|-----------------|--|
| ITEM | SIZE | UNITS | QUANTITY | UNIT COST | COST | NOTES | |
| B-1 | In B. G. M. Drive | | | | | | |
| B-2 | Services | 8" | 2815 | \$25 | \$70,375 | In r. o. w. | |
| B-3 | Manholes | 6" | 41 | \$4 | \$164 | To D 49 | |
| | | 4' | 4 | | \$16,000 | | |
| SEWER TOTAL | | | | | \$84,100 | \$16,000 | |
| | | | | | \$70,539 | | |

| WATER | | | | | | | |
|--------------------|---------------------|-------|----------|-----------|-----------------|-----------------|--|
| ITEM | SIZE | UNITS | QUANTITY | UNIT COST | COST | NOTES | |
| W-1 | In B. G. M. Drive | | | | | | |
| W-2 | 8" Valves with less | 8" | 1000 | \$30 | \$30,000 | | |
| W-3 | Hydrant assembly | 8" | 8 | 1100 | \$8,800 | | |
| | | | 4 | 4000 | \$16,000 | | |
| WATER TOTAL | | | | | \$54,800 | \$16,000 | |
| | | | | | \$70,800 | | |

| DRAINAGE | | | | | | | |
|---------------------|----------------------------|---------|----------|-----------|-----------|-------------------|--|
| ITEM | SIZE | UNITS | QUANTITY | UNIT COST | COST | NOTES | |
| D-1 | R. C. P. | | | | | | |
| D-2 | R. C. P. | 24" 27" | 72 | \$ | \$ | | |
| D-3 | R. C. P. | 24" | 210 | \$ | \$ 6,040 | | |
| D-4 | R. C. P. | 30" | 20 | \$ | \$ 86 | | |
| D-5 | R. C. P. | 36" | 20 | \$ | \$ 78 | | |
| D-6 | D-10-R Inlet | 42" | 380 | \$ | \$ 85 | \$ 33,150 | |
| D-6 | D-10-R Inlet | 5' | 64 | \$ | \$ 85 | \$ 5,130 | |
| D-7 | D-10-R Inlet | 10' | 1 | \$ | \$ 3,000 | \$ 3,000 | |
| D-7 | D-10-R Inlet | 15' | 1 | \$ | \$ 4,500 | \$ 4,500 | |
| D-8 | Type 1 Storm Sewer Manhole | 20" | 1 | \$ | \$ 6,000 | \$ 6,000 | |
| D-8 | Type 1 Storm Sewer Manhole | 5' | 1 | \$ | \$ 9,800 | \$ 9,800 | |
| D-10 | Type 1 Storm Sewer Manhole | 4' | 2 | \$ | \$ 7,500 | \$ 15,000 | |
| | | | 1 | \$ | \$ 5,000 | \$ 5,000 | |
| DRAIN. TOTAL | | | | | \$ | \$ 101,830 | |

| ROADS | | | | | | |
|-------------------|------------------------------------|-------|----------|-----------|------------------|--|
| ITEM | SIZE | UNITS | QUANTITY | UNIT COST | COST | NOTES |
| R-1 | Improvements to 44' B. G. M. Pkwy. | 44' | 1800 | \$64 | \$115,200 | 44'x58'-339 asphalt + 68 26" R. curb + 2x\$18+base+\$25/R. prep. Minimum |
| R-2 | Sidewalk | 10' | 1800 | \$27 | \$48,600 | \$2.70 / S.F. Confirmed on 7/20 that it's in place |
| ROAD TOTAL | | | | | \$163,800 | |
| | | | | | \$218,900 | |

| LANDSCAPING | | | | | | |
|------------------------|----------------------|--------------|----------|-----------|------------|--|
| ITEM | SIZE | UNITS | QUANTITY | UNIT COST | COST | NOTES |
| L-1 | Along B. G. M. Pkwy. | 25' ea. Side | | | | |
| LANDSCAPE TOTAL | | | | | \$0 | Checked on 7/20. Only landscaping is subject to mini-warehouse project |

| MISCELLANEOUS | | | | | | |
|--------------------|----------------------|-------------|----------|-----------|-----------------|---------|
| ITEM | SIZE | UNITS | QUANTITY | UNIT COST | COST | NOTES |
| M-1 | Signage and striping | Minor/Major | EA | | | |
| | | | 1 | \$30,000 | \$15,000 | Minimal |
| MISC. TOTAL | | | | | \$15,000 | |

| ENGINEERING | | | | | | |
|-----------------------------|-------------------------|-------|----------|-----------|-----------------|-------|
| ITEM | SIZE | UNITS | QUANTITY | UNIT COST | COST | NOTES |
| E-1 | Eng., Surveying, & C.M. | | | | | |
| | | | 20% | | \$0 | |
| E. S. & CM TOTAL | | | | | \$96,122 | |

GRAND TOTAL **\$ 878,731**

Certification 8, 7/20/2020

ASSUMPTIONS:
 No depreciation included, especially for asphalt which is deteriorating
 It appears that only 2" of asphalt was installed instead of the 4" typically installed
 Credits for storm sewer may have been used instead of paying fees
 No allowance for rock or groundwater since I have no soils information
 Engineering, surveying & construction management based on industry standards

BENT GRASS MEADOWS DR
2005 COSTS
KIOWA PLANS DATED 5/2/05

8/2/2020

| | DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | EXTENDED PRICE |
|--|-------------------------------|----------|------|------------|--------------------|
| PERMITS / FEES | FUGITIVE DUST | 1 | LS | \$130.00 | \$130.00 |
| | SWMP | 1 | LS | \$500.00 | \$500.00 |
| | SUBTOTAL | | | | \$630.00 |
| SITE PREP / EROSION CONTROL | SILT FENCE | 1200 | LF | \$1.75 | \$2,100.00 |
| | HAY BALES | 30 | EA | \$8.00 | \$240.00 |
| | BARBED WIRE FENCE REMOVAL | 1 | LS | \$250.00 | \$250.00 |
| | TRACKING CONTROL PADS | 1 | EA | \$800.00 | \$800.00 |
| | SUBTOTAL | | | | \$3,190.00 |
| EARTHWORK *INCL. 4" STRIP 1' C/F ACROSS ROW | MOBILIZATION | 1 | LS | \$4,000.00 | \$4,000.00 |
| | CLEAR & GRUB | 1 | LS | \$1,000.00 | \$1,000.00 |
| | STRIP TO STOCKPILE | 1500 | CY | \$1.16 | \$1,725.00 |
| | CUT TO FILL | 4500 | CY | \$1.40 | \$6,300.00 |
| | SUBTOTAL | | | | \$13,025.00 |
| SANITARY SEWER | UTILITY MOBILIZATION | 1 | LS | \$8,000.00 | \$8,000.00 |
| | CONNECT TO EXISTING | 1 | EA | \$2,800.00 | \$2,800.00 |
| | 8" PVC MAIN TO 14' | 1862 | LF | \$24.00 | \$44,688.00 |
| | 6" U.D. - PASSIVE | 1862 | LF | \$3.75 | \$6,982.50 |
| | 48 / 60" SANITARY MANHOLES | 5 | EA | \$2,460.00 | \$12,250.00 |
| | TRENCH DAMS | 5 | EA | \$250.00 | \$1,250.00 |
| | ADJUST MANHOLES FOR PAVING | 5 | EA | \$150.00 | \$750.00 |
| | AIR TEST / TV INSPECTION | 1 | LS | \$1,500.00 | \$1,500.00 |
| | VACUUM TEST MANHOLES | 1 | LS | \$500.00 | \$500.00 |
| | SUBTOTAL | | | | \$78,720.50 |
| WATER | 8" PVC MAIN (SDR-18) | 1880 | LF | \$22.50 | \$41,850.00 |
| | CONNECT TO EXISTING | 1 | EA | \$5,800.00 | \$5,800.00 |
| | 8" GATE VALVE | 4 | EA | \$950.00 | \$3,800.00 |
| | HYDRANT ASSY | 5 | EA | \$3,450.00 | \$17,250.00 |
| | WATER LOWERING | 1 | EA | \$8,000.00 | \$8,000.00 |
| | 3/4" SERVICE | 0 | EA | \$685.00 | \$0.00 |
| | 8X8 CROSS | 7 | EA | \$650.00 | \$4,550.00 |
| | 8X8 TEE | 0 | EA | \$375.00 | \$0.00 |
| | 8" PLUG | 1 | EA | \$300.00 | \$300.00 |
| | BOV ASSEMBLY | 0 | EA | \$800.00 | \$0.00 |
| | ADJUST VALVE BOXES THRU ASPH. | 11 | EA | \$125.00 | \$1,375.00 |
| | SUBTOTAL | | | | \$82,925.00 |
| | STORM SEWER | 18" RCP | 403 | LF | \$38.00 |
| 18" PLUG | | 1 | EA | \$640.00 | \$640.00 |
| 24" RCP | | 48 | LF | \$49.50 | \$2,376.00 |
| 27" RCP | | 24 | LF | \$58.00 | \$1,392.00 |
| 27" FES | | 1 | EA | \$1,540.00 | \$1,540.00 |
| 30" RCP | | 30 | LF | \$61.75 | \$1,852.50 |
| 30" FES | | 1 | EA | \$1,825.00 | \$1,825.00 |
| 36" RCP | | 48 | LF | \$73.00 | \$3,504.00 |

| | | | | | |
|---------------------------|---------------------------------|-------|----|-----------------|---------------------|
| | 42" RCP | 36 | LF | \$90.00 | \$3,240.00 |
| | 42" FES | 1 | EA | \$2,250.00 | \$2,250.00 |
| | 12" RIP RAP | 105 | TN | \$35.00 | \$3,675.00 |
| | 6" TYPE-R INLET | 1 | EA | \$3,850.00 | \$3,850.00 |
| | 10" TYPE-R INLET | 1 | EA | \$5,750.00 | \$5,750.00 |
| | 15" TYPE-R INLET | 1 | EA | \$7,800.00 | \$7,800.00 |
| | 20" TYPE-R INLET | 1 | EA | \$9,200.00 | \$9,200.00 |
| | TYPE 1 MANHOLE | 1 | EA | \$5,500.00 | \$5,500.00 |
| | TYPE 2 MANHOLE | 1 | EA | \$4,200.00 | \$4,200.00 |
| | | | | SUBTOTAL | \$73,908.50 |
| CONCRETE | | | | | |
| FLATWORK | TYPE 1 C&G HAND | 140 | LF | \$16.00 | \$2,240.00 |
| | TYPE 1 C&G MACHINE | 3278 | LF | \$8.30 | \$27,207.40 |
| | 20" SQUARED RETURNS | 1 | PR | \$3,200.00 | \$3,200.00 |
| | 25" SQUARED RETURNS | 1 | PR | \$3,400.00 | \$3,400.00 |
| | CROSSSPAN | 43 | SY | \$85.00 | \$3,655.00 |
| | COLORED PED RAMPS | 6 | EA | \$850.00 | \$5,100.00 |
| | GRADE FOR C&G | 3418 | LF | \$1.30 | \$4,443.40 |
| | BACKFILL C&G | 3418 | LF | \$1.10 | \$3,759.80 |
| | PREP SIDEWALK | 17490 | SF | \$0.25 | \$4,372.50 |
| | SIDEWALK | 17490 | SF | \$2.80 | \$48,972.00 |
| | | | | SUBTOTAL | \$106,350.10 |
| ASPHALT PAVING | | | | | |
| | FINEGRADE / RECOMPACT | 8800 | SY | \$1.30 | \$11,440.00 |
| | 6" FULL DEPTH ASPHALT | 8800 | SY | \$17.10 | \$150,480.00 |
| | | | | SUBTOTAL | \$161,920.00 |
| SIGNAGE | | | | | |
| | STREET NAMES | 1 | EA | \$230.00 | \$230.00 |
| | STOP / SPEED LIMIT / NO PKG ETC | 2 | EA | \$230.00 | \$460.00 |
| | PHASE BARRICADES | 5 | EA | \$900.00 | \$4,500.00 |
| | | | | SUBTOTAL | \$5,190.00 |
| SEEDING | | | | | |
| | NATIVE SEED / STRAW MULCH | 2.5 | AC | \$1,380.00 | \$3,450.00 |
| | | | | SUBTOTAL | \$3,450.00 |
| TECHNICAL SERVICES | | | | | |
| | MATL. TESTING | 30 | DA | \$300.00 | \$9,000.00 |
| | SURVEYING | 1 | LS | \$11,200.00 | \$11,200.00 |
| | | | | SUBTOTAL | \$20,200.00 |
| CONSTRUCTION TTL | | | | TOTAL | \$844,319.10 |
| 8% ENGINEERING | | | | | \$32,669.15 |
| 5% CONST MGMT. | | | | | \$28,848.91 |
| TOTAL | | | | | \$605,827.16 |