

# JEFFERSON CENTER METROPOLITAN DISTRICT NO. 1

141 Union Boulevard, Suite 150  
Lakewood, Colorado 80228-1898  
Tel: 303-987-0835 . 800-741-3254  
Fax: 303-987-2032

## NOTICE OF A REGULAR MEETING AND AGENDA

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expiration:</u>
Gregg Bradbury	President	2023/May 2023
Jeff L. Nading	Treasurer	2025/May 2025
Charles Church McKay	Assistant Secretary	2023/May 2023
Steve Nading	Assistant Secretary	2025/May 2025
Brandon Dooling	Assistant Secretary	2023/May 2023
James Ruthven	Secretary	

DATE January 24, 2023 (Tuesday)

TIME: 9:30 A.M.

PLACE: **Zoom Meeting: This meeting will be held via Zoom without any individuals (neither District representatives nor the general public) attending in person. The meeting can be joined through the directions below:**

Join Zoom Meeting

<https://us02web.zoom.us/j/83015456087?pwd=VEFuekdKyk1LQ1F1ZWlHbDNBKytRQT09>

Meeting ID: 830 1545 6087

Passcode: 708751

Dial In: 1-719-359-4580

### I. ADMINISTRATIVE MATTERS

A. Present Disclosures of Potential Conflicts of Interest.

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

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C. Review and approve Minutes of the December 1, 2022 Special Meeting and the December 20, 2022 Special Meeting (enclosures).

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### II. PUBLIC COMMENT

A. \_\_\_\_\_

III. CONSENT AGENDA – These items are considered to be routine and will be approved and/or ratified by one motion. There will be no separate discussion of these items unless a Board Member so requests, in which event, the item will be removed from the Consent Agenda and considered in the Regular Agenda.

- Ratify approval of Change Order No. 6 to the Contract between the District and Hogan Works, LLC., for Indiana North & DWE additional wire fence, in the amount of \$15,261.25.
- Ratify approval of Change Order No. 6 to the Contract between the District and Leo Landscape LLC, for El Diente landscape repairs, in the amount of \$5,716.45.
- Ratify approval of Change Order No. 2 to the Contract between the District and Powell Restoration, Inc., for on call erosion control services, in the amount of \$10,000.00
- Ratify approval of Change Order No. 13 to the Contract between the District and Wagner Construction, Inc., for contract extension, for an increase of 43 days.
- Ratify approval of Change Order No. 14 to the Contract between the District and Wagner Construction, Inc., for concrete material escalation, in the amount of \$10,087.00.
- Ratify approval of Change Order No. 2 to the Contract between the District and Wagner Construction, Inc., for chain link fence removal, in the amount of \$5,339.16.
- Ratify approval of Task Order No. 16 to the Service Agreement for District Oversight Services between the District and Independent District Engineering Services, LLC, for District Oversight Services, in the amount of \$298,500.00.
- Ratify approval of Task Order No. 25-A3 to the Service Agreement between the District and Martin/Martin, Inc., for Candelas Sanitary Sewer Outfall Amendment No. 3, in the amount of \$15,000.00.
- Ratify approval of Task Order No. 7 to the Service Agreement for Project Management Services between the District and Papillon, LLC, for Project Management fees, in the amount of \$413,000.00.

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IV. FINANCIAL MATTERS

- A. Review and consider approval of the payment of claims through the period ending January 31, 2023, in the amount of \$591,847.07 (enclosure).

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- B. Review and accept cash position statement as of January 16, 2023 (enclosure).

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- C. Review forecast of General Fund Revenues and Expenditures (enclosure).

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- D. Review Expense Tracking Report (to be distributed) and consider approval of District Expenditures Verification Report (to be distributed).
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- E. Discuss future operation and maintenance obligations and related budget matters.
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- F. Report from committee regarding tax increment financing (“TIF”) revenue collection matters (Directors Bradbury and Jeff Nading). **Adjourn to executive session pursuant to Section 24-6-402(4)(b), C.R.S., to receive legal advice regarding TIF revenue collection matters (if necessary).**
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V. MANAGEMENT MATTERS

- A. Discuss status of Water Allocations and Facilities Fees Collections (enclosure).
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VI. LEGAL MATTERS

- A. Discuss City of Arvada’s System Development Charges. **Adjourn to executive session pursuant to Section 24-6-402(4)(b), C.R.S., to receive legal advice regarding the System Development Charges (if necessary).**
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- 1. Report from committee regarding City of Arvada’s System Development Charges (Directors Bradbury and Jeff Nading).
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- 2. Authorize any necessary action in connection therewith.
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- B. Discuss status of retaining wall and slope easements for the benefit of RangeWater Residential, LLC.
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- C. Discuss status of the District’s General Obligation Refunding and Improvement Bonds, Series 2023 (the “Refunding Bonds”).
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- D. Discuss and consider approval of Facilities Acquisition Agreement (Trailstone Development) by and between the District, Taylor Morrison of Colorado, Inc., Cimarron Development Company, and Cimarron Commercial, LLC.
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- E. Discuss potential agreement between the District and a future homeowners' association relative to the operation and maintenance of Trailstone Improvements.

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- F. Review and consider approval of Easement Agreement between The Consolidated Mutual Water Company ("Con Mu") and the District, and Temporary Construction Easement between Con Mu and the District (enclosures).

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VII. CONSTRUCTION MATTERS

- A. Review Construction Status Report (to be distributed).

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- B. Consider approval of contracts, task orders, work orders and change orders.

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- C. **Warranty Issues:**
  - 1. Discuss Premier Earthworks & Infrastructure, Inc. warranty obligations. Authorize any necessary actions in connection therewith.

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  - 2. Discuss GH Phipps Construction Companies warranty obligations. Authorize any necessary actions in connection therewith.

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  - 3. Discuss SEMA Construction, Inc. warranty obligations.

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    - (a) Review and consider approval of Settlement and Release Agreement by and between the District and SEMA Construction, Inc.

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VIII. CAPITAL IMPROVEMENTS

- A. Review and consider approval of Cost Certification Report No. 14 prepared by Independent District Engineering Services, LLC, certifying District eligible expenditures relative to Trailstone Filing No. 1 Public Improvements ("Report No. 14"), and accept certified costs (enclosure).

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1. Discuss and consider authorizing reimbursement to Cimarron Commercial, LLC in the amount certified per Report No. 14, pursuant to the Facilities Funding and Acquisition Agreement between the District and Cimarron Development Company (“CDC”), as amended, and pursuant to the Letter from CDC regarding Payment Directive Pertaining to Certified Costs for Trailstone Filing No. 1 Public Improvements.
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- B. Review and consider approval of Cost Certification Report No. 15 prepared by Independent District Engineering Services, LLC, certifying District eligible expenditures relative to Trailstone Filing No. 1 Public Improvements (“Report No. 14”), and accept certified costs (enclosure).
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1. Discuss and consider authorizing reimbursement to Cimarron Commercial, LLC in the amount certified per Report No. 15, pursuant to the Facilities Funding and Acquisition Agreement between the District and Cimarron Development Company (“CDC”), as amended, and pursuant to the Letter from CDC regarding Payment Directive Pertaining to Certified Costs for Trailstone Filing No. 1 Public Improvements.
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IX. OTHER BUSINESS

A. \_\_\_\_\_

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- X. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR FEBRUARY 28, 2023.**

## RECORD OF PROCEEDINGS

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### MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE JEFFERSON CENTER METROPOLITAN DISTRICT NO. 1 HELD DECEMBER 1, 2022

A Special Meeting of the Board of Directors of the Jefferson Center Metropolitan District No. 1 (referred to hereafter as "Board") was convened on Thursday, December 1, 2022, at 12:00 p.m. This District Board meeting was held by video/telephone conference with all participants attending via video/teleconference. The meeting was open to the public.

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#### ATTENDANCE

#### Directors In Attendance Were:

Gregg Bradbury  
Jeff L. Nading  
Charles Church McKay  
Steven Nading  
Brandon Dooling

#### Also In Attendance Were:

James Ruthven; Special District Management Services, Inc.

Megan Becher, Esq. and Emily Murphy, Esq.; McGeady Becher P.C.

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#### DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

**Disclosures of Potential Conflicts of Interest:** The Board discussed the requirements pursuant to the Colorado Revised Statutes to disclose any potential conflicts of interest or potential breaches of fiduciary duty to the Board of Directors and to the Secretary of State. Mr. Ruthven noted that a quorum was present and requested members of the Board disclose any potential conflicts of interest with regard to any matters scheduled for discussion at this meeting, and incorporated for the record those applicable disclosures made by the Board members prior to this meeting in accordance with the statute. Attorney Becher noted that all Directors' Disclosure Statements had been filed and that no additional conflicts were disclosed at the meeting.

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#### ADMINISTRATIVE MATTERS

**Agenda:** Mr. Ruthven distributed, for the Board's review and approval, a proposed agenda for the District's Special Meeting.

Following discussion, upon motion duly made by Director Bradbury, seconded by Director Jeff Nading and, upon vote, unanimously carried, the agenda was approved, as amended.

## RECORD OF PROCEEDINGS

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**Location of Meeting and Posting of Notices:** The Board entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the District's Board meeting. The Board determined that the meeting would be held by video/telephonic means, and encouraged public participation via video or telephone. The Board further noted that notice of the time, date and location of the meeting was duly posted and that the District had not received any objections to the video/telephonic manner of the meeting, or any requests that the video/telephonic manner of the meeting be changed by taxpaying electors within the District boundaries.

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**PUBLIC  
COMMENT**

There were no public comments.

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**LEGAL MATTERS**

**City of Arvada's System Development Charges and Tax Revenue Allocation:**

**EXECUTIVE SESSION:** The Board notified those present that it would need to convene in Executive Session for the purpose of receiving legal advice on specific legal questions regarding the City of Arvada's System Development Charges and tax revenue allocation matters.

Pursuant to Section 24-6-402(4)(b), C.R.S., and upon a motion made by Director Bradbury, seconded by Director Dooling, and upon vote unanimously carried, the Board convened in Executive Session at 12:07 p.m. for the purpose of receiving legal advice on specific legal questions regarding the City of Arvada's System Development Charges and tax revenue allocation matters. The public was excused for the Executive Session.

Pursuant to Section 24-6-402(2)(d.5)(II)(B), C.R.S., no record will be kept of those portions of the Executive Session that, in the opinion of the Board's attorney(s), constitute privileged attorney-client communication pursuant to Section 24-6-402(4), C.R.S.

The Board reconvened in regular session at 1:18 p.m.

Following discussion, upon motion duly made by Director Dooling, seconded by Director Jeff Nading and, upon vote, unanimously carried, the Board took the following actions:

- appointed Directors Bradbury and Jeff Nading to a committee and authorized the committee to progress the City of Arvada's System Development Charges matter; and

## RECORD OF PROCEEDINGS

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- appointed Directors Bradbury and Jeff Nading to a committee and authorized the committee to progress the tax revenue allocation matter.
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### **OTHER BUSINESS**

There was no other business.

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### **ADJOURNMENT**

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

Respectfully submitted,

By: \_\_\_\_\_  
Secretary for the Meeting



## RECORD OF PROCEEDINGS

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### Attorney Statement

#### REGARDING PRIVILEGED ATTORNEY-CLIENT COMMUNICATION

Pursuant to Section 24-6-402(2)(d.5)(II)(B), C.R.S., I attest that, in my capacity as the attorney representing the Jefferson Center Metropolitan District No. 1, I attended the executive session meeting of the Jefferson Center Metropolitan District No. 1 convened on December 1, 2022, for the purpose of receiving legal advice on specific legal questions regarding the City of Arvada's System Development Charges and tax revenue allocation matters, as authorized by Section 24-6-402(4)(b), C.R.S. I further attest it is my opinion that all of the executive session discussion constituted a privileged attorney-client communication and based on that opinion, no further record, written or electronic, was kept or required to be kept pursuant to Section 24-6-402(2)(d.5)(II)(B), C.R.S.

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Megan Becher, Attorney for the District

Date: December 1, 2022

## RECORD OF PROCEEDINGS

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### MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE JEFFERSON CENTER METROPOLITAN DISTRICT NO. 1 HELD DECEMBER 20, 2022

A Special Meeting of the Board of Directors of the Jefferson Center Metropolitan District No. 1 (referred to hereafter as "Board") was convened on Tuesday, December 20, 2022, at 9:30 a.m. This District Board meeting was held by video/telephone conference with all participants attending via video/teleconference. The meeting was open to the public.

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#### ATTENDANCE

#### Directors In Attendance Were:

Gregg Bradbury  
Jeff L. Nading  
Charles Church McKay  
Steven Nading  
Brandon Dooling

#### Also In Attendance Were:

James Ruthven; Special District Management Services, Inc.

Megan Becher, Esq.; McGeady Becher P.C.

Joy Tatton; Simmons & Wheeler, P.C.

Wes Back, Elesha Carbaugh-Gonzales and Brandon Collins; Independent District Engineering Services, LLC

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#### DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

**Disclosures of Potential Conflicts of Interest:** The Board discussed the requirements pursuant to the Colorado Revised Statutes to disclose any potential conflicts of interest or potential breaches of fiduciary duty to the Board of Directors and to the Secretary of State. Mr. Ruthven noted that a quorum was present and requested members of the Board disclose any potential conflicts of interest with regard to any matters scheduled for discussion at this meeting, and incorporated for the record those applicable disclosures made by the Board members prior to this meeting in accordance with the statute. Attorney Becher noted that all Directors' Disclosure Statements had been filed and that no additional conflicts were disclosed at the meeting.

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## RECORD OF PROCEEDINGS

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### ADMINISTRATIVE MATTERS

**Agenda:** Mr. Ruthven distributed, for the Board's review and approval, a proposed agenda for the District's Special Meeting.

Following discussion, upon motion duly made by Director Dooling, seconded by Director McKay and, upon vote, unanimously carried, the agenda was approved, as presented.

**Location of Meeting and Posting of Notices:** The Board entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the District's Board meeting. The Board determined that the meeting would be held by video/telephonic means, and encouraged public participation via video or telephone. The Board further noted that notice of the time, date and location of the meeting was duly posted and that the District had not received any objections to the video/telephonic manner of the meeting, or any requests that the video/telephonic manner of the meeting be changed by taxpaying electors within the District boundaries.

**Minutes:** The Board reviewed the minutes of the November 22, 2022 Regular Meeting.

Following discussion, upon motion duly made by Director Bradbury, seconded by Director Dooling and, upon vote, unanimously carried, the minutes of the November 22, 2022 Regular Meeting were approved, as presented.

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There were no public comments.

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### PUBLIC COMMENT

### CONSENT AGENDA

The Board considered the following actions:

- Ratify approval of Contract for Candelas Parkway and West 91<sup>st</sup> Place Mill and Overlay between the District and Martin Marietta Materials, Inc. in the amount of \$22,200.
- Ratify approval of Contract for Candelas Point Asphalt Repairs between the District and Martin Marietta Materials, Inc. in the amount of \$54,128.04.
- Ratify approval of Change Order No. 3 to the Contract between the District and Timco Blasting & Coatings, Inc., for 90-Degree Bend Install, in the amount of \$5,204.49.
- Ratify approval of Change Order No. 11 to the Contract between the District and Wagner Construction, Inc., for Arvada Permit Fees and Sleeves, in the amount of \$8,641.80.

## RECORD OF PROCEEDINGS

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- Ratify approval of Change Order No. 12 to the Contract between the District and Wagner Construction, Inc., for Fuel and Material Escalation, in the amount of \$10,920.12.
- Ratify approval of Task Order No. 15-A1 to the Master Service Agreement for Construction Observation and Materials Testing Services between the District and CTL/Thompson, Inc., for Candelas Phase 2 Amendment No. 1, for a decrease in the amount of <\$85.50>.
- Ratify approval of Task Order No. 2A1 to the Master Service Agreement for Construction Observation and Materials Testing Services between the District and CTL/Thompson, Inc., for Western Pond Slope Failure Amendment No. 1, for a decrease in the amount of <\$4,125.00>.
- Ratify approval of Task Order No. 24-A8 to the Service Agreement between the District and Martin/Martin, Inc., for Highway 72 Widening Amendment No. 8, in the amount of \$6,500.
- Ratify approval of Task Order No. 33 to the Service Agreement between the District and Martin/Martin, Inc., for P6 Highway 72 Widening, in the amount of \$132,700.
- Ratify approval of Task Order No. 34 to the Service Agreement between the District and Martin/Martin, Inc., for Parcels P2 and P4, in the amount of \$176,500.

Following review, upon motion duly made by Director Bradbury, seconded by Director Dooling and, upon vote, unanimously carried, the Board approved and/or ratified approval of, as appropriate, the above Consent Agenda items/actions.

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### **FINANCIAL MATTERS**

**Claims:** The Board considered ratification/approval of the payment of claims through the period ending December 20, 2022, in the amount of \$1,503,116.56.

Following discussion, upon motion duly made by Director Bradbury, seconded by Director Steven Nading and, upon vote, unanimously carried, the Board ratified or approved (as appropriate) the payment of claims, as presented.

**Cash Position Statement:** Ms. Tatton reviewed with the Board the cash position statement as of December 13, 2022.

Following discussion, upon motion duly made by Director Steven Nading, seconded by Director Dooling and, upon vote, unanimously carried, the Board accepted the cash position statement as of December 13, 2022.

## RECORD OF PROCEEDINGS

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**Forecast of General Fund Revenues and Expenditures:** Ms. Tatton reviewed, and the Board discussed, the forecast of General Fund revenues and expenditures.

**Expense Tracking Report (ETR):** Ms. Carbaugh-Gonzales reviewed the Expense Tracking Report with the Board.

**District Expenditures Verification Report prepared by Independent District Engineering Services, LLC (“IDES”):** Ms. Carbaugh-Gonzales reviewed with the Board IDES’ report entitled “District Expenditures Verification for December 2022,” which summarizes IDES’ review and verification of the expenditures of the District for December 2022 related to certain District construction contracts. The Verification Report identified \$1,500,981.20 of District Eligible Expenses and \$2,135.36 of Non-Eligible Expenses.

Following discussion, upon motion duly made by Director Steven Nading, seconded by Director Bradbury and, upon vote, unanimously carried, the Board determined to accept the District Eligible Expenses in the amount of \$1,500,981.20.

**Future Operation and Maintenance Obligations:** The Board deferred discussion.

**Report from Committee Regarding Tax Increment Financing:** There was nothing to discuss at this time.

### **MANAGEMENT MATTERS**

**Water Allocations and Facilities Fees Collections:** Mr. Ruthven reviewed the Water Allocation Report with the Board. Mr. Ruthven will contact Mr. Solin regarding outstanding questions.

### **LEGAL MATTERS**

**City of Arvada’s System Development Charges:** Discuss ensued regarding the City of Arvada’s System Development Charges. No action was taken by the Board.

*Report from Committee:* Discussion ensued. No action was taken by the Board.

**Retaining Wall and Slope Easements for the Benefit of RangeWater Residential, LLC:** No update was provided.

**General Obligation Refunding and Improvement Bonds, Series 2023:** No update was provided.

## RECORD OF PROCEEDINGS

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**Facilities Acquisition Agreement (Trailstone Development) by and between the District, Taylor Morrison of Colorado, Inc., Cimarron Development Company, and Cimarron Commercial, LLC:** No action was taken by the Board.

**Potential agreement between the District and a future homeowners' association relative to the operation and maintenance of Trailstone Improvements:** No update was provided.

### **CONSTRUCTION MATTERS**

**Construction Status Report:** Mr. Back reviewed the Project Status Report dated December 20, 2022, with the Board. A copy of the report is attached hereto and incorporated herein by this reference.

**Contracts, Task Orders, Work Orders and Change Orders:** Mr. Back discussed the following Contracts, Task Orders, Work Orders and Change Orders:

- Consider approval of Change Order No. 6 to the Contract between the District and Hogan Works, LLC., for Indiana North & DWE additional wire fence, in the amount of \$15,261.25.
- Consider approval of Change Order No. 6 to the Contract between the District and Leo Landscape LLC, for El Diente landscape repairs, in the amount of \$5,716.45.
- Consider approval of Change Order No. 2 to the Contract between the District and Powell Restoration, Inc., for on call erosion control services, in the amount of \$10,000.00
- Consider approval of Change Order No. 13 to the Contract between the District and Wagner Construction, Inc., for contract extension, for an increase of 43 days.
- Consider approval of Change Order No. 14 to the Contract between the District and Wagner Construction, Inc., for concrete material escalation, in the amount of \$10,087.00.
- Consider approval of Change Order No. 2 to the Contract between the District and Wagner Construction, Inc., for chain link fence removal, in the amount of \$5,339.16.
- Consider approval of Task Order No. 16 to the Service Agreement for District Oversight Services between the District and Independent District Engineering Services, LLC, for District Oversight Services, in the amount of \$298,500.00.
- Consider approval of Task Order No. 25-A3 to the Service Agreement between the District and Martin/Martin, Inc., for Candelas Sanitary Sewer Outfall Amendment No. 3, in the amount of \$15,000.00.

## RECORD OF PROCEEDINGS

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- Consider approval of Task Order No. 7 to the Service Agreement for Project Management Services between the District and Papillon, LLC, for Project Management fees, in the amount of \$413,000.00.

Following discussion, upon motion duly made by Director Bradbury, seconded by Director McKay and, upon vote carried, the Board approved (or ratified approval of, as appropriate) the Contracts, Change Orders, Task Orders and Work Orders listed above. It was noted that Director Jeff Nading abstained from the votes on all of the Task Orders.

**Premier Earthworks & Infrastructure, Inc. (“PEI”) Warranty Obligations:** A brief discussion was held, but no action was taken by the Board.

**GH Phipps Construction Companies Warranty Obligations:** A brief discussion was held, but no action was taken by the Board.

**SEMA Construction Inc. Warranty Obligations:** A brief discussion was held, but no action was taken by the Board.

*Settlement and Release Agreement by and between the District and SEMA Construction, Inc.:* The Board deferred discussion.

### **CAPITAL IMPROVEMENTS**

**District Engineer’s Cost Certification Report No. 13, dated December 2022, prepared by Independent District Engineering Services, LLC, certifying District eligible expenditures relative to Trailstone Filing No. 1 Public Improvements:** Mr. Back reviewed the report with the Board.

Following discussion, upon motion duly made by Director Bradbury, seconded by Director Steven Nading and, upon vote, unanimously carried, the Board approved the District Engineer’s Cost Certification Report No. 13, dated December, 2022, prepared by Independent District Engineering Services, LLC, certifying District eligible expenditures relative to Trailstone Filing No. 1 Public Improvements, in the amount of \$12,848.11 (“Report No. 13”).

*Reimbursement to Cimarron Commercial, LLC under the Facilities Funding and Acquisition Agreement between the District and Cimarron Development Company (CDC), as amended, and pursuant to the Letter from CDC regarding Payment Directive Pertaining to Certified Costs for Trailstone Filing No. 1 Public Improvements:* Attorney Becher and the Board discussed the reimbursement to Cimarron Commercial, LLC under the Facilities Funding and Acquisition Agreement between the District

## RECORD OF PROCEEDINGS

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and Cimarron Development Company (CDC), as amended, and pursuant to the Letter from CDC regarding Payment Directive Pertaining to Certified Costs for Trailstone Filing No. 1 Public Improvements.

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### **OTHER BUSINESS**

There was no other business.

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### **ADJOURNMENT**

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

Respectfully submitted,

By: \_\_\_\_\_  
Secretary for the Meeting



Vendor	Invoice #	Date	Amount in USD	Expense Account	Account Number	Department
Baker Tilly US, LLP	BT2269833	12/21/2022	10,306.00	Legal	6750	1
Brownstein Hyatt Farber Schreck, LL		921264 1/9/2023	17,566.45	Legal	6750	1
Brownstein Hyatt Farber Schreck, LL		921275 1/9/2023	986.05	Legal	6750	1
Environmental Designs		160592 1/3/2023	2,630.92	Landscape Maintenance	7100	1
Environmental Designs		161012 1/6/2023	330.00	Snow Removal	7110	1
Environmental Designs		160676 1/3/2023	220.00	Snow Removal	7110	1
Harvey Economics	11302022 220251	12/1/2022	11,455.00	Legal	6750	1
Independent District Engineering Services		8577 12/31/2022	34,244.82	Project management	7800	3
Independent District Engineering Services		8577 12/31/2022	375.00	Project management	7800	1
Martin Martin Inc	20.0668-00025, 22.1574-00001	12/9/2022	13,257.63	Engineering	7840	3
McGeady Becher P.C.	11302022 599B	11/30/2022	420.00	Legal	6750	3
McGeady Becher P.C.	11302022 599B	11/30/2022	22,560.50	Legal	6750	1
Papillon LLC		1539 12/20/2022	60,039.25	Project management	7800	3
SWCA Incorporated		159480 1/11/2023	9,390.33	Engineering	7840	3
Simmons & Wheeler, P.C.		34624 12/31/2022	3,357.69	Accounting	6170	1
Simmons & Wheeler, P.C.		34394 11/30/2022	4,393.76	Accounting	6170	1
Special District Management Services, Inc.	12312022 JCMD1	12/31/2022	1,806.40	Management fees	6100	1
Storm Water Asset Protection, LLC		542 12/31/2022	3,448.88	Capital Outlay	7500	1
Wagner Construction, Inc.		12 12/25/2022	(20,792.55)	Retainage Payable	3311	3
Wagner Construction, Inc.		12 12/25/2022	409,758.04	Capital Outlay	7500	3
Wagner Construction, Inc.		12 12/25/2022	6,092.90	Accounts receivable	1400	3
			<u>591,847.07</u>			
			79,436.65	General		
			<u>512,410.42</u>	Capital		
			<u>591,847.07</u>			

**Jefferson Center Metropolitan District No. 1**  
**Cash Position**  
**January 16, 2023**

	First Bank General Fund	First Bank Capital Fund	Colotrust General Fund	Colotrust Debt Service Fund	Colotrust Capital	UMB Subordinate Project Fund	Total
Balance at 12/13/2022	0.00	6,239.44	292,519.33	188,517.04	525,208.23	31,627,596.21	32,640,080.25
Transfer from CT to First Bank	87,000.00	0.00	(87,000.00)		0.00		0.00
December bill.com payments	(80,935.78)	(1,422,180.78)					(1,503,116.56)
Xcel Payments	(114.79)						(114.79)
Bank Charge	(30.00)						(30.00)
12/31/2022 Interest Income			3,489.41			103,183.94	106,673.35
Property taxes received 1/10/2023			451.84	4,519.00			4,970.84
Transfer between funds	(5,919.43)	5,919.43	5,919.43		(5,919.43)		0.00
Reclassify Brownstein invoices			(57,277.22)		57,277.22		0.00
Project Fund Requisition #24		1,420,045.42				(1,420,045.42)	0.00
Project Fund Requisition #25		2,135.36				(2,135.36)	0.00
Balance at 1/16/2023	0.00	12,158.87	158,102.79	193,036.04	576,566.02	30,308,599.37	31,248,463.09

**JEFFERSON CENTER METROPOLITAN DISTRICT NO. 1**  
**2022 FORECAST OF GENERAL FUND REVENUES AND EXPENDITURES**  
**AS of 12/31/2022**

	Actual Paid/Received in													December 2022 received/paid in January 2023	Total Actual	Total Estimated	Total year to date & estimate	Difference to original budget
	2022 Budget	January	February	March	April	May	June	July	August	September	October	November	December					
<b>Revenues:</b>																		
Property taxes (net of AURA increment)	82,683		267	56,487	13,041	9,007		14,479						(10,355)	93,279	(10,355)	82,924	241
Specific ownership taxes	18,030		1,634	1,449	1,543	1,328		1,234						10,494	7,187	10,494	17,681	(349)
AURA tax increment - District's mill levy	174,887			41,187			16,477		30,335		3,816				91,815	-	91,815	(83,072)
Interest Income	9,984	56	68	309	602	1,015	924	1,520	2,167	2,512	3,057	3,177	3,489	160	18,896	160	19,056	9,072
<b>Total Revenues</b>	<b>285,584</b>	<b>56</b>	<b>1,969</b>	<b>99,431</b>	<b>15,186</b>	<b>11,349</b>	<b>17,401</b>	<b>17,232</b>	<b>32,502</b>	<b>2,512</b>	<b>6,873</b>	<b>3,177</b>	<b>3,489</b>	<b>299</b>	<b>211,178</b>	<b>299</b>	<b>211,477</b>	<b>(74,107)</b>
<b>Expenses:</b>																		
Legal - District	55,000			13,968	6,522		8,492	-	7,539	10,056	15,778		6,570	13,785	68,925	13,785	82,710	(27,710)
Legal - City of Arvada Dispute													38,848	20,000	38,848	20,000	58,848	(58,848)
Legal - Candelas Community Commerical Parcels												3,555	9,874	6,715	13,429	6,715	20,144	(20,144)
Accounting	6,000				6,043		3,561	1,100	1,253	1,854		3,802		3,523	17,613	3,523	21,136	(15,136)
Audit	5,500									5,900					5,900	-	5,900	(400)
Landscape Maintenance															-	-	-	-
Monthly Ground Services	31,600	2,506	2,506	-	2,506	2,631	5,135	2,631	2,631	2,631	2,631	2,631	2,631		31,070	-	31,070	530
Snow removal	3,000	380	903		95		380						550	550	2,308	550	2,858	142
Repairs	15,000						4,535	3,312		539	1,582	455			10,423	-	10,423	4,577
Management fees	32,000		2,634	1,705	1,693	1,397	1,115	1,422	1,219	1,487	1,410	2,048	2,298	1,675	18,428	1,675	20,103	11,897
Project Management	3,500		312	438	596	596	500	375	753	500	500	500	500	507	5,070	507	5,577	(2,077)
Elections	2,000				222	104	246	30	29						631	-	631	1,369
Insurance	6,300	5,225						419							5,644	-	5,644	656
Miscellaneous	2,000	30	20	51	74	30	10	20	32	55	20	40	44		426	-	426	1,574
Office Supplies	1,000														-	-	-	1,000
Repairs & maintenance				7,144			8,284	6,333	4,172	4,357	4,438	2,283	4,271	5,160	41,282	5,160	46,442	(46,442)
Wagner - Pond													64,102		64,102	-	64,102	(64,102)
Utilities	10,000														-	-	-	10,000
Xcel Energy		85	99	95	93	88	87	93	121	106	99	109	115		1,190	-	1,190	(1,190)
City of Arvada		798		517		73		360		2,981		3,662		1,519	8,391	1,519	9,910	(9,910)
Treasurer's fees	3,864		4	847	196	135		217		-	-	-		(155)	1,399	(155)	1,244	2,620
Transfer to #2 General Fund	53,978			7,904				2,672			4,495			38,907	15,071	38,907	53,978	-
Transfer to Mt Shadows for O&M	11,283										11,365				11,365	-	11,365	(82)
<b>Total Expenses (less contingency &amp; reserve)</b>	<b>242,025</b>	<b>9,024</b>	<b>6,478</b>	<b>32,669</b>	<b>18,040</b>	<b>5,054</b>	<b>31,845</b>	<b>19,109</b>	<b>17,371</b>	<b>30,719</b>	<b>42,318</b>	<b>19,085</b>	<b>129,803</b>	<b>92,185</b>	<b>361,515</b>	<b>92,185</b>	<b>453,700</b>	<b>(211,675)</b>
<b>Funds Remaining</b>	<b>43,559</b>	<b>(8,968)</b>	<b>(4,509)</b>	<b>66,762</b>	<b>(2,854)</b>	<b>6,295</b>	<b>(14,444)</b>	<b>(1,877)</b>	<b>15,131</b>	<b>(28,207)</b>	<b>(35,445)</b>	<b>(15,908)</b>	<b>(126,314)</b>	<b>(91,886)</b>	<b>(150,337)</b>	<b>(91,886)</b>	<b>(242,223)</b>	<b>(285,782)</b>

**CONDENSED SOURCES & USES**  
As of 1/18/23

<b>Project Water</b>	
Sources	Acre Feet
Pre - 12/2/19	1,869.24
2020 Exercised Options	92.47
Options to Exercise	-
<b>Total Sources</b>	<b>1,961.71</b>

<b>Pre - December 2, 2019 Summary</b>												
SOURCES		RESIDENTIAL USES						COMMERCIAL USES				BALANCE
Existing Agreements	Beginning Balance	MSMD	CPMD		ARP	Total Residential	Unallocated	Beginning	Allocations	CCLLC	Total Commercial	Unallocated
Totals	1869.24	200.00	36.00		1,039.01	1,275.01	-	594.23	54.50	363.05	417.55	176.68

**Reconciliation to Post 12/2/19 - JCMD2**

**Reconciliation to Post 12/2/19 - CCLLC**

Ending Balance 12/2/19	176.68
Less Restricted Beginning Commercial	<u>(150.00)</u>
Unrestricted Available	<u>26.68</u>
Plus Options Exercised	85.05
Plus Options Exercised	<u>7.42</u>
Net Unrestricted Available	<u>119.15</u>

CCLLC Held Balance	363.05
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<b>Post - 12/2/2019 Allocations</b>																							
SOURCES		RESIDENTIAL USES						COMERCIAL USES													BALANCE		
Sources	Unrestricted Including CCLLC	Whisper Village	Taylor Morrison	Rangewater	Allocated	Unrestricted Available	IGA Restricted Balance	Kentro Retail 1	Kentro Retail 2	SCL - Candelas Medical	Whisper Village	Arvada Fire	Freedom Street Restaurant	Z&N Retail	Rangewater Clubhouse	Rangewater Rec Center	Brakes Plus	Taco Bell	Total Commercial	Not Allocated	Combined Allocations	CCLLC Available	Restricted Commercial Available
Allocations JCMD2	119.15	33.00	86.15	-	119.15	-	150.00	2.50	2.50	2.50	15.00	2.50	2.50	2.50	2.50	2.50	0.75	2.50	38.25	111.75	157.40	-	111.75
Allocations CCLLC	363.05	-	226.85	113.70	340.55	22.50	-	-	-	-	-	-	-	-					-	-	340.55	22.50	-

**COMMERCIAL WATER ALLOCATION COMMITMENTS**  
As of 1/18/23

User	Final Tap Size	Final Allocation	Final Letter Date	Preliminary Tap Size	Preliminary Allocation	Preliminary Letter Date	Available Balance (AF)
<b>Pre-12/2/19 Allocations</b>							
<b>Final Allocations</b>							<b>594.23</b>
Yenter	1.00	1.25					592.98
Plains End	2.00	4.00					588.98
Candelas Parkway Irrigation	1.00	1.25					587.73
King Soopers	2.00	4.00	3/20/2019				583.73
King Soopers Gas Station	0.75	0.75	3/20/2019				582.98
King Soopers Retail Center	2.00	4.00	3/20/2019				578.98
Sautter Arvada School	1.00	1.25	3/20/2019				577.73
7-11	1.00	1.25	3/20/2019				576.48
Starbucks	1.00	1.25	3/20/2019				575.23
Three Creeks Elementary	3.00	7.50	3/20/2019				567.73
Whisper Creek Station - Arvada PD	1.00	1.25	3/20/2019				566.48
Candelas Point Retail (Block 1, Lot 3)	1.50	2.50	3/29/2019				563.98
Candelas Point Retail (Block 1, Lot 4)	1.50	2.50	3/29/2019				561.48
Chase Bank	1.00	1.25	4/5/2019				560.23
First Bank	1.00	1.25	7/30/2019				558.98
Wendy's	1.00	1.25	7/30/2019				557.73
Wild Grass Lot 3 (Bldg. A)				1.50	2.50	4/11/2019	555.23
Wild Grass Lot 3 (Bldg. B)				1.50	2.50	4/11/2019	552.73
Wild Grass Lot 3 (Bldg. C)				2.00	4.00	4/11/2019	548.73
Wild Grass Lot 3 (Bldg. D)			226.85	2.00	4.00	4/11/2019	544.73
Indiana Plaza				1.00	1.25	4/19/2019	543.48
Primrose School				1.50	2.50	4/25/2019	540.98
Les Schwab				1.00	1.25	8/16/2019	539.73
Total		<u>36.50</u>			<u>18.00</u>		
<b>Initial Allocation Not Included</b>							
Cimarron Commercial LLC					363.05		176.68
<b>Post-12/2/19 Allocations</b>							
Beginning Balance							150.00
Kentro Retail 1				1.50	2.50	10/7/2009	147.50
Kentro Retail 2				1.50	2.50	10/7/2019	145.00
Candelas Medical - SCL				1.50	2.50	10/7/2019	142.50
Whisper Village Commercial (TBD)					15.00		127.50
Arvada Fire				1.50	2.50	3/19/2021	125.00
Freedom Street Restaurant				1.50	2.50	6/3/2021	122.50
Z&N Retail				1.50	2.50	1/1/2022	120.00
Rangewater Club House				1.50	2.50	6/22/2022	117.50
Rangewater Rec Center				1.50	2.50	6/22/2022	115.00
Brakes Plus				0.75	0.75	6/22/2022	114.25
Taco Bell				1.50	2.50	6/22/2022	111.75
Total					<u>38.25</u>		
<b>Total Acre Feet Remaining Unallocated</b>							<b>111.75</b>

Tap Size	AF	Ratio
0.625	0.50	1.0
0.750	0.75	1.5
1.000	1.25	2.5
1.500	2.50	5.0
2.000	4.00	8.0
3.000	7.50	15.0
4.000	12.50	25.0
6.000	25.00	50.0

**RESIDENTIAL WATER ALLOCATION COMMITMENTS**  
**As of 1/18/23**

User	Acre Feet	Available Balance (AF)
<b>Pre-12/2/19</b>		
		<b>1275.01</b>
Canyon Pines	36.00	<b>1239.01</b>
Mountain Shadows	200.00	<b>1039.01</b>
Arvada Residential Partners	1039.01	<b>0.00</b>
Total	<u>1275.01</u>	
<b>Post-12/2/19</b>		
		<b>482.20</b>
Whisper Village	33.00	<b>449.20</b>
Taylor Morrison	308.00	<b>141.20</b>
Taylor Morrison	3.00	<b>138.20</b>
Rangewater	113.70	<b>24.50</b>
Taylor Morrison	2.00	<b>22.50</b>
Total	<u>459.70</u>	

**PRIOR AGREEMENT  
CONDENSED SOURCES & USES  
As of 12/2/19**

WATER SOURCES		ALLOCATED RESIDENTIAL					ALLOCATED COMMERCIAL																				TOTAL							
Project Water	Acre Feet	CPMD	MSMD	ARP	Not Allocated	Total Residential	CCLLC	Yenter	Plains End	Candelas Irrigation	King Scoopers	King Scoopers Gas	King Scoopers Retail	Sauter	7-11	Starbucks	Three Creeks	Arvada Police	Candela Point Retail I (Block 1, Lot 3)	Candela Point Retail II (Block 1, Lot 4)	Chase Bank	Wild Grass Lot 3 Bldg A (Retail E. of Starbucks)	Wild Grass Lot 3 Bldg B (Retail E. of Starbucks)	Wild Grass Lot 3 Bldg C (Retail E. of Starbucks)	Wild Grass Lot 3 Bldg D (Retail E. of Starbucks)	Indiana Plaza at Candelas	Primrose School	First Bank	Wendy's	Les Schwab	Not Allocated	Total Commercial	Acre Feet	
12/6/89 Annex Agmt w/ Arvada	460.00	36.00	-	74.00	-	110.00	343.82	1.25	4.00	0.93	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	350.00	460.00
RVWSD	230.00	-	-	230.00	-	230.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	230.00
Wheatridge Salvage (Vauxmont Agmt.)	200.00	-	-	200.00	-	200.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	200.00
1991 IGA W/ Arvada (20% Water)	4.60	-	-	4.60	-	4.60	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4.60
1991 IGA W/ Arvada (20% Water)	3.91	-	-	0.98	-	0.98	2.93	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2.93	3.91
Con Mutual (Whisper Creek Water)	200.00	-	200.00	-	-	200.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	200.00
2005 IGA W/ Arvada (20% Water)	0.38	-	-	0.09	-	0.09	0.29	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.29	0.38
2005 IGA W/ Arvada, Section 3.2b	50.60	-	-	50.60	-	50.60	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	50.60
2005 IGA W/ Arvada (20% Water)	19.73	-	-	4.93	-	4.93	14.80	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	14.80	19.73
Smith Water	272.40	-	-	272.40	-	272.40	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	272.40
2005 IGA W/ Arvada (20% Water)	1.62	-	-	0.41	-	0.41	1.21	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1.21	1.62
Consolidated Mutual	126.00	-	-	126.00	-	126.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	126.00
2017 IGA, Water allocated to JCMD by the City of Arvada	300.00	-	-	75.00	-	75.00	-	-	-	0.32	4.00	0.75	4.00	1.25	1.25	1.25	7.50	1.25	2.50	2.50	1.25	2.50	2.50	4.00	4.00	1.25	2.50	1.25	1.25	1.25	176.68	48.32	300.00	
<b>Totals</b>	<b>1,869.24</b>	<b>36.00</b>	<b>200.00</b>	<b>1,039.01</b>	<b>-</b>	<b>1,275.01</b>	<b>363.05</b>	<b>1.25</b>	<b>4.00</b>	<b>1.25</b>	<b>4.00</b>	<b>0.75</b>	<b>4.00</b>	<b>1.25</b>	<b>1.25</b>	<b>1.25</b>	<b>7.50</b>	<b>1.25</b>	<b>2.50</b>	<b>2.50</b>	<b>1.25</b>	<b>2.50</b>	<b>2.50</b>	<b>4.00</b>	<b>4.00</b>	<b>1.25</b>	<b>2.50</b>	<b>1.25</b>	<b>1.25</b>	<b>1.25</b>	<b>176.68</b>	<b>417.55</b>	<b>1,869.24</b>	

**Facilities Fee Status**

**As of 1/18/23**

	<b>Tap Size</b>	<b>Fee</b>	<b>Invoiced</b>	<b>Received</b>
King Soopers	2"	\$ 29,682.50	9/18/2018	10/5/2018
King Soopers Fuel Center	3/4"	\$ 5,565.00	9/18/2018	10/5/2018
King Soopers Retail Center	2"	\$ 29,682.50	9/18/2018	10/5/2018
Candelas Point Retail I	1.5"	\$ 18,555.00	4/3/2019	4/29/2019
Candelas Point Retail II	1.5"	\$ 18,555.00	4/3/2019	4/29/2019
Indiana Plaza	1"	\$ 9,277.50	4/19/2019	4/29/2019
First Bank	1"	\$ 9,277.50	8/7/2019	8/16/2019
Wendy's	1"	\$ 9,277.50	8/7/2019	8/19/2019
Chase	1"	\$ 9,277.50	8/16/2019	9/9/2019
Les Schwab Tire Center	1"	\$ 9,277.50	10/14/2020	
Primrose School	1.5"	\$ 9,277.50	8/19/2019	9/17/2019
Starbucks	1"	\$ 9,277.50	8/29/2019	10/13/2019
7-11	1"	\$ 9,277.50	8/29/2019	10/13/2019
SCL Health	1.5"	\$ 18,555.00	1/12/2021	
ZD Retail	1.5"	\$ 18,555.00	1/21/2022	4/18/2022
<b>Total</b>		<u><u>\$ 213,370.00</u></u>		

**2017, 2018 and 2019 Water-Only Fee**

	<b>Fee</b>	<b>1/4</b>
3/4"	\$22,260.00	\$5,565.00
1"	\$37,110.00	\$9,277.50
1 1/2"	\$74,220.00	\$18,555.00
2"	\$118,730.00	\$29,682.50
3"	\$252,310.00	\$63,077.50
4"	\$445,260.00	\$111,315.00



**CURRENT WATER OPTIONS**

**As of 1/18/23**

<b>Amount of Water Available (Acre Feet)</b>	<b>Name/Ditch</b>	<b>Notice to Purchase Water (Date Notice Given to CMMD from JMCD No. 2)</b>	<b>Purchase Price*</b>	<b>Expiration</b>	<b>Deadline for Intent to Purchase Water (120 Days Prior to Expiration Date)</b>	<b>Payment Deadline</b>	<b>Purchase Notice (Date Notice given to JCMD No. 2 from CMMD)</b>
7.42	Group Sale / Wannamaker		\$260,700	Excercised	#VALUE!	#VALUE!	

**Total**

7.42

\$260,700

\* Purchase price may be subject to increase.

## EASEMENT AGREEMENT

**THIS EASEMENT AGREEMENT** (this “**Agreement**”), effective the \_\_\_\_ day of \_\_\_\_\_, 2023, is made between **The Consolidated Mutual Water Company (“Grantor”)**, whose legal address is 12700 West 27<sup>th</sup> Avenue, P.O. Box 150068, Lakewood, Colorado 80215, and **Jefferson Center Metropolitan District No. 1**, a quasi-municipal corporation and political subdivision of the State of Colorado (“**Grantee**”), whose legal address is 141 Union Boulevard, Suite 150, Lakewood, Colorado 80228 (each a “**Party**” and collectively, the “**Parties**”).

### **A. EASEMENTS**

1. For good and valuable consideration, the receipt and sufficiency whereof are acknowledged, Grantor hereby grants to Grantee, its successors and assigns:

(a) A non-exclusive permanent easement to install, operate, maintain, repair, reconstruct, replace, inspect, and remove, at any time and from time to time, a sanitary sewer pipeline (the “**Pipeline**”) and related appurtenances, together with a non-exclusive right of access, along and in all the hereinafter described easement area across those certain lands which are situated in the County of Jefferson, State of Colorado, described more fully on Exhibit A, attached hereto and by this reference made a part hereof (the “**Pipeline Easement**”).

(b) For purposes of access to and from the Pipeline Easement area described on Exhibit A, a non-exclusive permanent easement for vehicular and pedestrian ingress and egress along and in all the hereinafter described easement area across those certain lands which are situated in the County of Jefferson, State of Colorado, described more fully on Exhibit B, attached hereto and by this reference made a part hereof (the “**Access Easement**” and, collectively with the Pipeline Easement, the “**Permanent Easement**”).

2. Grantor further grants to the Grantee:

(a) The right, from time to time, to improve, reconstruct, relocate and replace the Pipeline and related underground improvements either in the original location or at any alternate location within the Permanent Easement, provided that such new or relocated Pipeline, structure or improvements do not interfere with any uses of the Permanent Easement by the Grantor, or which are constructed in accordance with the terms of this Agreement.

(b) The right to install, maintain and use gates in all fences which now cross or may hereinafter cross said Permanent Easement. Grantor reserves the right to provide alternative access as the land is developed, as approved by Grantee. Grantor reserves the right to remove gates and fences at any time in the future.

(c) The right to mark at approximately ground level the location of said Permanent Easement suitable markers set in the ground; provided the permanent

markers shall be placed in locations which will not interfere with any reasonable use Grantor may make of said Permanent Easement.

**B. TERMS AND CONDITIONS:**

1. Grantor shall neither cause nor permit the storage of goods or equipment, or the construction or placement of any structure or building, street light, power pole, yard light, mailbox or sign, temporary or permanent, on any part of the Permanent Easement during the term of this Agreement, if the same in any way impairs Grantee's rights of access granted hereunder, without Grantee's approval, which approval shall not be unreasonably withheld. However, Grantor may construct and maintain access roads, parking lots, a berm a maximum of six feet (6) above existing grade and any landscaping (shrubs, small trees and grass only) without approval of Grantee, so long as none of the foregoing impair Grantee's access pursuant to the Access Easement.

2. Any structure or building, fence, street light, power pole, yard light, mail box or sign, of any kind situated on any of the Permanent Easement, placed on or after the effective date of this Agreement without Grantee's written approval, which adversely affects Grantee's rights of access to the Permanent Easement, shall be removed by the Grantor or its successor at Grantor's expense upon written demand by Grantee or may be removed by Grantee at Grantor's expense after 30 days written notice to Grantor.

3. The top of the Pipeline installed within the Pipeline Easement shall be laid not less than twelve (12) feet below the existing surface of the adjacent ground. Grantor may perform earth moving operations which may adjust finished grade a maximum of twenty feet (20) above the top of the Pipeline without approval of Grantee. If future finish grade results in less than five (5) feet or more than twenty (20) feet of earth above the top of the Pipeline, the Grantor shall notify Grantee of earthwork operations.

4. Neither Party shall take any action which would impair or in any way reduce the lateral or subjacent support for the aforementioned Pipeline, related improvements and appurtenances within the Pipeline Easement, without obtaining the specific written permission of the other Party, which permission shall not be unreasonably withheld. Grantee acknowledges that the Grantor does not or may not own the mineral rights underlying the subject property.

5. Prior to the commencement of any construction or the placement of any improvement within the Permanent Easement, Grantee shall provide Grantor with at least thirty (30) days written notice of its intention to commence such work, together with copies of all plans, construction, drawings, surveys and other similar documents in the Grantee's or its agent's, possession pertaining to such work. Grantor shall have thirty (30) days to review and approve such construction plans in writing which approval shall not be unreasonably withheld. After any construction or other operations by Grantee which disturb the surface of the Permanent Easement, Grantee will restore the general surface of the Permanent Easement, including paving and authorized appurtenances or improvements, as nearly as may reasonably be done to the grade and condition it was in immediately prior to construction. Topsoil shall be replaced in cultivated and agricultural

areas, and any excess earth resulting from installations by Grantee shall be removed at the sole expense of Grantee if required. For a period of one year following disturbance of the surface of the Permanent Easement by Grantee, Grantee will maintain the surface elevation and quality of the soil by correcting any settling or subsiding that may occur as a result of the work done by Grantee. Restoration work shall occur within 30 days after construction is completed unless weather condition or time of year prohibit such work, in which case the restoration work shall be completed as soon as practical. Grantee shall at all times maintain liability and other customary construction insurance during any period when Grantee is performing any work in or upon the Permanent Easement and shall provide proof of such insurance to Grantor and evidence that Grantor has been named as an additional insured under such insurance policy.

6. Other public utilities such as sanitary sewer, storm sewer, electric, telephone, and TV cable lines, may be installed in the Permanent Easement in the future, provided that they do not unreasonably interfere with Grantee's rights herein granted. Grantee expressly accepts the grant of the easements hereunder subject to existing utilities or improvements located therein or to any rights or interests therein previously granted and of record. Public utilities which cross the Permanent Easement shall cross at approximately right angles.

7. Subject to paragraphs B.1 and B.2 above, Grantor retains the right to the undisturbed use and occupancy of the Permanent Easement, insofar as such use and occupancy is consistent with and does not impair any rights granted to Grantee respecting the use of the Permanent Easement. Grantee's right to use and occupy the sub-surface of the Permanent Easement subject to the grant of the easement hereunder is hereby declared and agreed to be non-exclusive and Grantee acknowledges that the Grantor may use the Permanent Easement for construction, installation, operation, and repair and maintenance of a water line or other utilities and uses stated herein.

8. If Grantee, by written instrument, abandons or releases its rights herein granted and ceases to use the same, all right, title and interest of Grantee hereunder shall cease and terminate, and the Grantor or its successors in title shall hold the Permanent Easement, as the same may then be, free from the rights so abandoned or released and shall own all material and structures of Grantee so abandoned or released but nothing herein shall be construed as working a forfeiture or abandonment of any interest derived hereunder and not owned by Grantee at the time of the termination of Grantee's rights.

9. Notwithstanding anything to the contrary herein, at such time as required by the City of Arvada, Colorado (the "**City**"), and pursuant to an instrument reasonably required by the City and reasonably acceptable to the Parties, either (a) Grantee will assign to the City all of Grantee's rights, title, interests and obligations hereunder (the "**Easement Assignment**"), or (b) if required by the City, Grantor will execute, deliver and record such separate grant of easement conveying to the City the Permanent Easement (the "**City Easement**"), and upon the execution and delivery of such City Easement, this Agreement and the Permanent Easement granted hereunder will terminate and the land encumbered hereby will be released from the encumbrance of this Agreement automatically and without the need for any further action by the Parties. Without limiting

the foregoing, upon the execution and delivery of the Easement Assignment or the City Easement, as applicable, Grantee will have no further right, title, interest or obligation under this Agreement or with respect to the Permanent Easement.

### **C. INDEMNITY:**

1. To the extent permitted by law, Grantee shall hold harmless, indemnify and defend the Grantor from all liability, penalties, losses, damages, costs, expenses, causes of action, liens, claims and/or judgments arising by reason of any injury or death of any person or persons, or damage to the property or any person or persons arising from or relating to Grantee's use of the Permanent Easement or exercise of its rights granted hereunder or arising from or relating to Grantee's breach of any of the covenants or provisions set forth in this Agreement. To the extent permitted by law, if the Grantor shall be made a party to any litigation commenced by or against Grantee or as a result of Grantee's actions or omissions, then Grantee shall defend, protect and hold the Grantor harmless and shall pay all costs, expenses and reasonable attorneys' fees incurred by the Grantor in connection with such litigation.

2. The indemnification provided for under paragraph D.1 shall not be construed to provide indemnification to the Grantor for personal injury or property damage resulting from a negligent or intentional act of the Grantor.

3. Nothing in this Agreement will be deemed or construed to effect a waiver of any protections afforded to the Grantee pursuant to Colorado law, including, but not limited to the Colorado Governmental Immunity Act.

### **D. MISCELLANEOUS:**

1. In the event that the Grantee permanently abandons the Permanent Easement and its rights in the easements granted hereunder as determined by Grantee in writing, all right, title and interest hereunder of Grantee shall revert to the Grantor or its successor and the Grantor shall hold said premises free from said Permanent Easement. In such event, Grantee shall execute a quitclaim deed conveying its interest in and to the Permanent Easement to Grantor, its heirs and assigns.

2. The Parties agree that they have not made or authorized any agreement with respect to the subject matter of this instrument other than expressly set forth or referenced herein and no oral representation, promise or consideration different from the terms contained herein or referenced shall be binding on either party or its agents or employees.

3. Whenever used herein, the singular number shall include the plural, the plural the singular and the use of gender shall be applicable to all genders.

4. Grantor warrants that it has full right and lawful authority to make the grant herein contained, and promises and agrees to defend Grantee in the exercise of its rights hereunder against any defect in title or in Grantor's right to make said grant, subject to general taxes for the year this instrument is recorded, and subject further to easements,

exceptions, limitations, restrictions, and reservations contained in instruments of record prior to the date of this Agreement.

5. This writing constitutes the whole agreement between the Parties and no additional or different oral representation, promise or agreement shall be binding on any of the Parties hereto with respect to the subject matter of this instrument. Any special provisions added hereto which conflict with printed provisions set forth above, shall control and supersede such conflicting printed provisions.

6. All provisions of this instrument, including all benefits and burdens, shall run with the lands of the Grantor and Grantee, and are binding upon and shall inure to the benefit of the heirs, assigns, successors and personal representatives of the Grantor and Grantee.

7. Whenever a transfer of fee simple ownership of any of the lands described herein shall occur, the transferor shall have no liability for any breach of covenant hereunder occurring after such transfer.

*[Signature pages follow]*

**IN WITNESS WHEREOF**, the parties hereto have executed the written Agreement, as of the day and year first above written.

**GRANTOR:**

THE CONSOLIDATED MUTUAL WATER  
COMPANY,  
a Colorado nonprofit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF COLORADO                    )  
  ) ss:  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of The Consolidated Mutual Water Company, a Colorado nonprofit corporation.

WITNESS my hand and official seal.

My commission expires: \_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
Notary Public

[Signatures continue on following page]

**GRANTEE:**

**Jefferson Center Metropolitan District No. 1**, a quasi-municipal corporation and political subdivision of the State of Colorado

By: \_\_\_\_\_  
Gregg A. Bradbury, President

STATE OF COLORADO )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Gregg A. Bradbury, as President of Jefferson Center Metropolitan District No. 1, a quasi-municipal corporation and political subdivision of the State of Colorado.

WITNESS my hand and official seal.

My commission expires: \_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
Notary Public



**EXHIBIT "A"**  
**LEGAL DESCRIPTION AND DEPICTION OF PIPELINE EASEMENT**

**LAND DESCRIPTION:**

A PARCEL OF LAND BEING A PORTION OF BLOCK 2, VAUXMONT MINOR SUBDIVISION RECORDED AT RECEPTION NUMBER 2006000891 LOCATED IN THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 26, THENCE ALONG THE EASTERLY LINE OF SAID NORTHEAST QUARTER OF SECTION 26 ALSO BEING THE EASTERLY LINE OF SAID BLOCK 2, 500°09'42"W A DISTANCE OF 413.26 FEET TO THE POINT OF BEGINNING,  
THENCE CONTINUING ALONG SAID EASTERLY LINE, 500° 09' 42"W A DISTANCE OF 44.04 FEET;  
THENCE N42° 46' 23"W A DISTANCE OF 229.14 FEET TO A POINT ON THE WESTERLY LINE OF THE 30 FOOT SANITARY SEWER EASEMENT RECORDED AT RECEPTION NUMBER 2022104043 ;  
THENCE ALONG SAID WESTERLY EASEMENT LINE, N00° 28' 40"W A DISTANCE OF 11.60 FEET;  
THENCE N89° 31' 20"E A DISTANCE OF 30.00 FEET TO A POINT THE EASTERLY LINE OF SAID SANITARY SEWER EASEMENT;  
THENCE S42° 46' 23"E A DISTANCE OF 185.29 FEET TO THETHE POINT OF BEGINNING.

SAID PARCEL CONTAINS 0.147 ACRES (6,391 SQ. FT.), MORE OR LESS.

ALL LINEAL UNITS ARE IN U.S. SURVEY FEET.

**BASIS OF BEARING:**

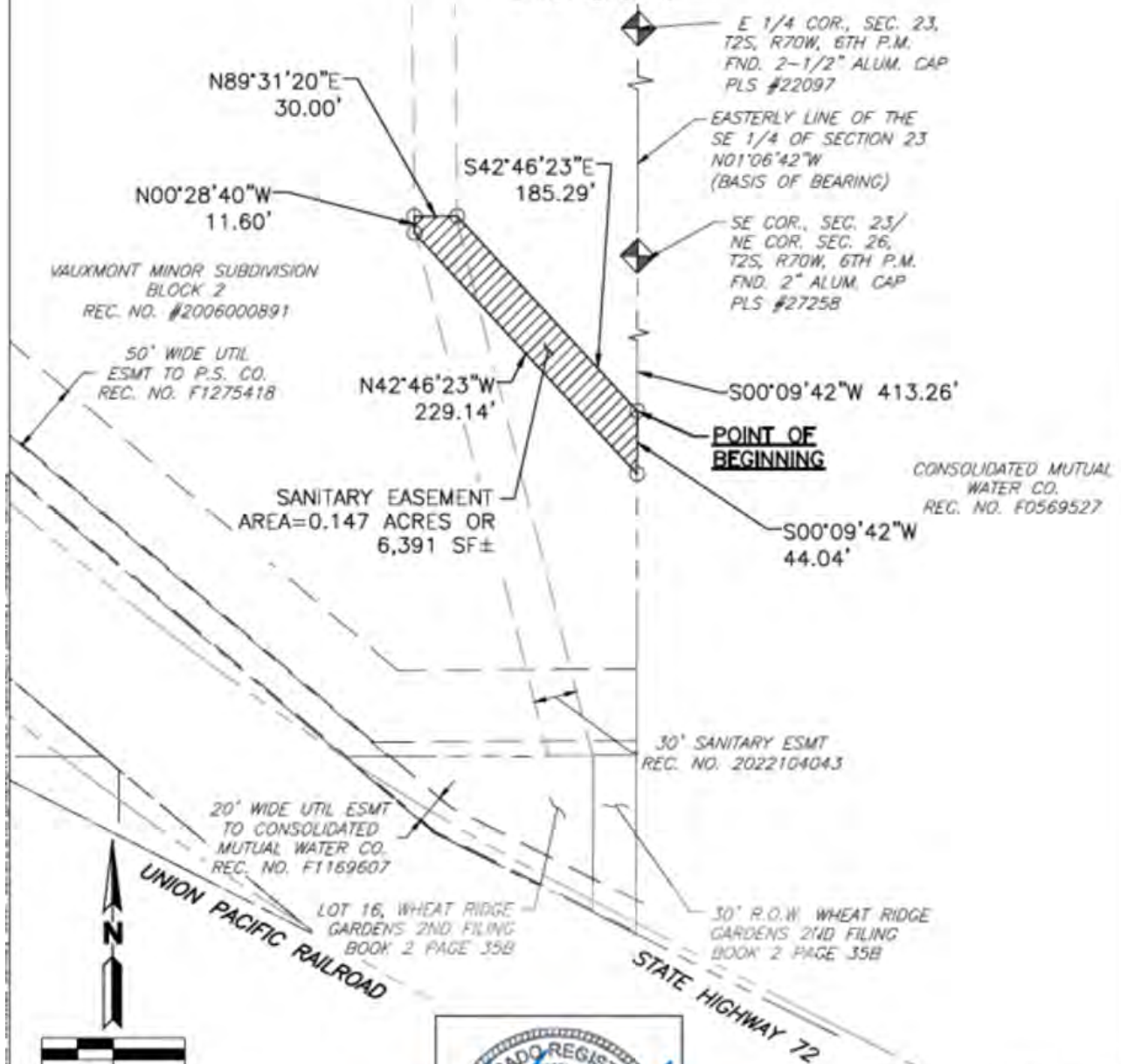
BEARINGS ARE BASED ON THE EASTERLY LINE OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN ON AN ASSUMED BEARING OF N01°06'42"W AND BEING MONUMENTED BY A FOUND 2" ALUMINUM CAP PLS #27258 AT THE SOUTHEAST CORNER AND A FOUND 2-1/2" ALUMINUM CAP PLS #22097 AT THE EAST QUARTER CORNER.

PREPARED BY: NEIL LUCKINBILL  
REVIEWED BY: RICHARD A. NOBBE, P.L.S.  
FOR AND ON BEHALF OF  
MARTIN/MARTIN CONSULTING ENGINEERS, INC.  
12499 WEST COLFAX AVENUE  
LAKEWOOD, COLORADO 80215  
NOVEMBER 30, 2022



# 30' WIDE UTILITY EASEMENT

SHEET 2 OF 2



VALXMONT MINOR SUBDIVISION  
BLOCK 2  
REC. NO. #2006000891

50' WIDE UTIL  
ESMT TO P.S. CO.  
REC. NO. F1275418

SANITARY EASEMENT  
AREA=0.147 ACRES OR  
6,391 SF±

20' WIDE UTIL ESMT  
TO CONSOLIDATED  
MUTUAL WATER CO.  
REC. NO. F1169607

LOT 16, WHEAT RIDGE  
GARDENS 2ND FILING  
BOOK 2 PAGE 35B

30' SANITARY ESMT  
REC. NO. 2022104043

30' R.O.W WHEAT RIDGE  
GARDENS 2ND FILING  
BOOK 2 PAGE 35B

E 1/4 COR., SEC. 23,  
T2S, R70W, 6TH P.M.  
FND. 2-1/2" ALUM. CAP  
PLS #22097

EASTERLY LINE OF THE  
SE 1/4 OF SECTION 23  
N01°06'42"W  
(BASIS OF BEARING)

SE COR., SEC. 23/  
NE COR., SEC. 26,  
T2S, R70W, 6TH P.M.  
FND. 2" ALUM. CAP  
PLS #27258

S00°09'42"W 413.26'

**POINT OF  
BEGINNING**

CONSOLIDATED MUTUAL  
WATER CO.  
REC. NO. F0569527

S00°09'42"W  
44.04'



SCALE: 1"=100'  
ALL LINEAL  
DIMENSIONS ARE IN  
U.S. SURVEY FEET

THIS EXHIBIT DOES NOT REPRESENT A  
MONUMENTED SURVEY. IT IS INTENDED ONLY  
TO DEPICT THE ATTACHED DESCRIPTION.



2022.11.30

**M MARTIN/MARTIN**  
CONSULTING ENGINEERS  
12499 WEST COLFAX AVENUE, LAKEWOOD, COLORADO 80215  
303.431.6100 MARTINMARTIN.COM

**LAND DESCRIPTION:**

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 25, THENCE ALONG THE WESTERLY LINE OF SAID NORTHWEST QUARTER OF SECTION 25 ALSO BEING THE EASTERLY LINE OF BLOCK TWO, VAUXMONT MINOR SUBDIVISION RECORDED AT RECEPTION NO. 2006000891, S00°09'42"W A DISTANCE OF 413.26 FEET TO THE POINT OF BEGINNING,

THENCE S42°46'23"E A DISTANCE OF 210.74 FEET;

THENCE S28°48'44"E A DISTANCE OF 307.71 FEET;

THENCE S09°46'31"E A DISTANCE OF 92.24 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 72;

THENCE ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, N62°54'36"W A DISTANCE OF 37.50 FEET;

THENCE N09°46'31"W A DISTANCE OF 64.72 FEET;

THENCE N28°48'44"W A DISTANCE OF 299.01 FEET;

THENCE N42°46'23"W A DISTANCE OF 174.82 FEET TO A POINT ON SAID WESTERLY LINE OF THE NORTHWEST QUARTER OF SECTION 25;

THENCE ALONG SAID WESTERLY LINE, N00°09'42"E A DISTANCE OF 44.04 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 0.396 ACRES (17,238 SQ. FT.), MORE OR LESS.

ALL LINEAL UNITS ARE IN U.S. SURVEY FEET.

**BASIS OF BEARING:**

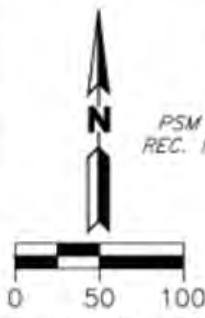
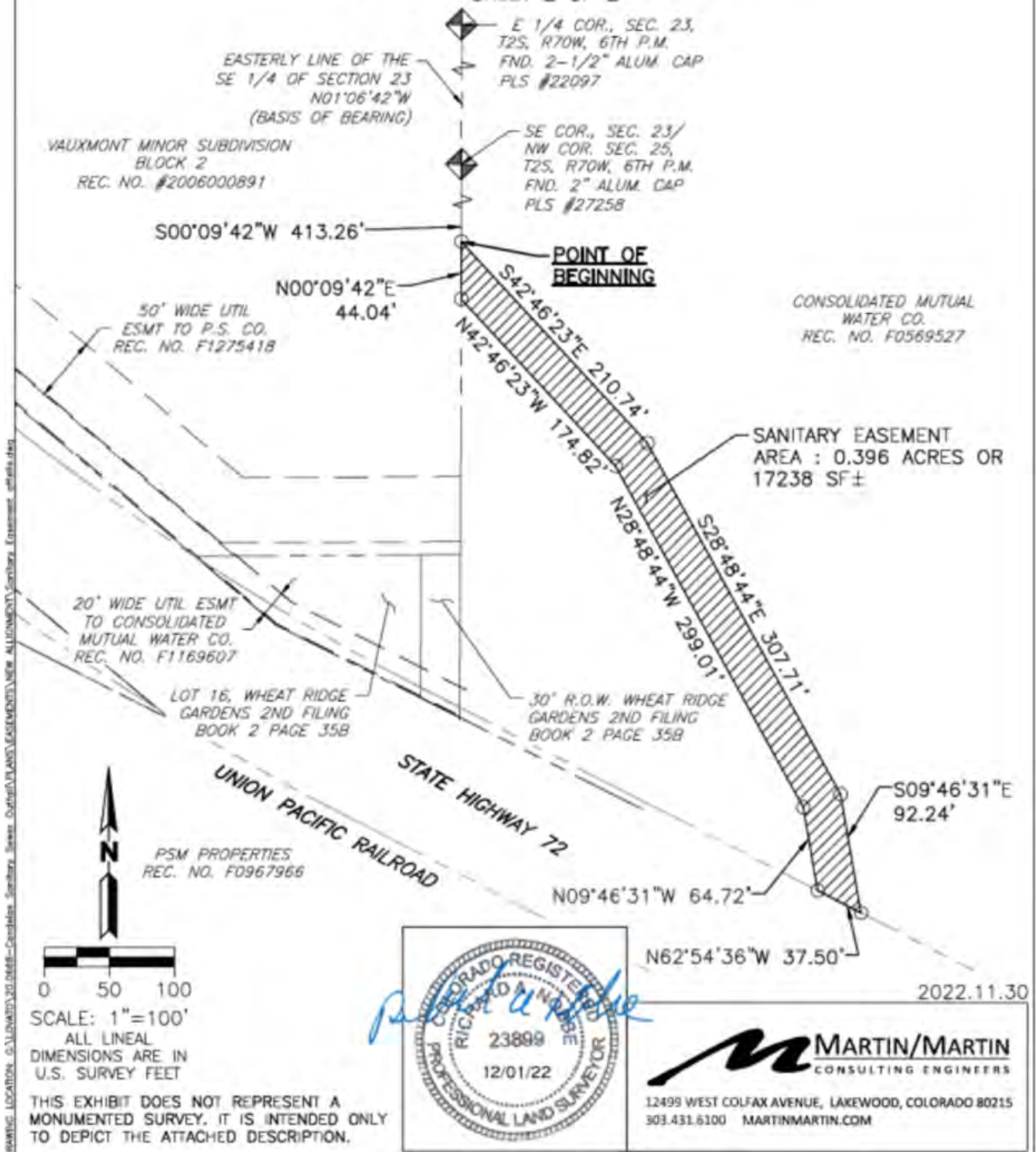
BEARINGS ARE BASED ON THE EASTERLY LINE OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN ON AN ASSUMED BEARING OF N01°06'42"W AND BEING MONUMENTED BY A FOUND 2" ALUMINUM CAP PLS #27258 AT THE SOUTHEAST CORNER AND A FOUND 2-1/2" ALUMINUM CAP PLS #22097 AT THE EAST QUARTER CORNER.

PREPARED BY: TYLER WEIAND, E.I.T.  
REVIEWED BY: RICHARD A. NOBBE, P.L.S.  
FOR AND ON BEHALF OF  
MARTIN/MARTIN CONSULTING ENGINEERS, INC.  
12499 WEST COLFAX AVENUE  
LAKEWOOD, COLORADO 80215  
NOVEMBER 30, 2022



# 30' WIDE UTILITY EASEMENT

SHEET 2 OF 2



SCALE: 1"=100'  
ALL LINEAL DIMENSIONS ARE IN U.S. SURVEY FEET

THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.



**MARTIN/MARTIN**  
CONSULTING ENGINEERS  
12499 WEST COLFAX AVENUE, LAKEWOOD, COLORADO 80215  
303.431.6100 MARTINMARTIN.COM

2022.11.30

**EXHIBIT "B"**  
**LEGAL DESCRIPTION AND DEPICTION OF ACCESS EASEMENT**

**LAND DESCRIPTION:**

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 25, THENCE S09°40'56"W A DISTANCE OF 570.54 FEET TO THE POINT OF BEGINNING,  
THENCE S42°46'23"E A DISTANCE OF 31.62 FEET;  
THENCE S28°48'44"E A DISTANCE OF 22.41 FEET;  
THENCE S00°53'10"E A DISTANCE OF 104.43 FEET;  
THENCE 72.56 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 65.00 FEET, A CENTRAL ANGLE OF 63°57'30", AND A CHORD WHICH BEARS S32°51'55"E A DISTANCE OF 68.85 FEET;  
THENCE S64°50'40"E A DISTANCE OF 78.95 FEET;  
THENCE 46.42 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 62.50 FEET, A CENTRAL ANGLE OF 42°33'23", AND A CHORD WHICH BEARS S43°33'58"E A DISTANCE OF 45.36 FEET;  
THENCE S22°17'17"E A DISTANCE OF 43.37 FEET;  
THENCE 34.57 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 47.50 FEET, A CENTRAL ANGLE OF 41°41'59", AND A CHORD WHICH BEARS S43°08'16"E A DISTANCE OF 33.81 FEET;  
THENCE S63°59'16"E A DISTANCE OF 76.24 FEET;  
THENCE S27°05'24"W A DISTANCE OF 29.54 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 72;  
THENCE ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, N62°54'36"W A DISTANCE OF 18.00 FEET;  
THENCE N27°05'24"E A DISTANCE OF 14.20 FEET;  
THENCE N63°59'16"W A DISTANCE OF 57.95 FEET;  
THENCE 45.49 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 62.50 FEET, A CENTRAL ANGLE OF 41°41'59", AND A CHORD WHICH BEARS N43°08'16"W A DISTANCE OF 44.49 FEET;  
THENCE N22°17'17"W A DISTANCE OF 43.37 FEET;  
THENCE 35.28 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 47.50 FEET, A CENTRAL ANGLE OF 42°33'23", AND A CHORD WHICH BEARS N43°33'58"W A DISTANCE OF 34.48 FEET;  
THENCE N64°50'40"W A DISTANCE OF 88.32 FEET;  
THENCE 72.56 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 65.00 FEET, A CENTRAL ANGLE OF 63°57'30", AND A CHORD WHICH BEARS N32°51'55"W A DISTANCE OF 68.85 FEET;  
THENCE N00°53'10"W A DISTANCE OF 113.74 FEET;  
THENCE 47.52 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 65.00 FEET, A CENTRAL ANGLE OF 41°53'13", AND A CHORD WHICH BEARS N21°49'47"W A DISTANCE OF 46.47 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 0.176 ACRES (7,649 SQ. FT.), MORE OR LESS.

ALL LINEAL UNITS ARE IN U.S. SURVEY FEET.

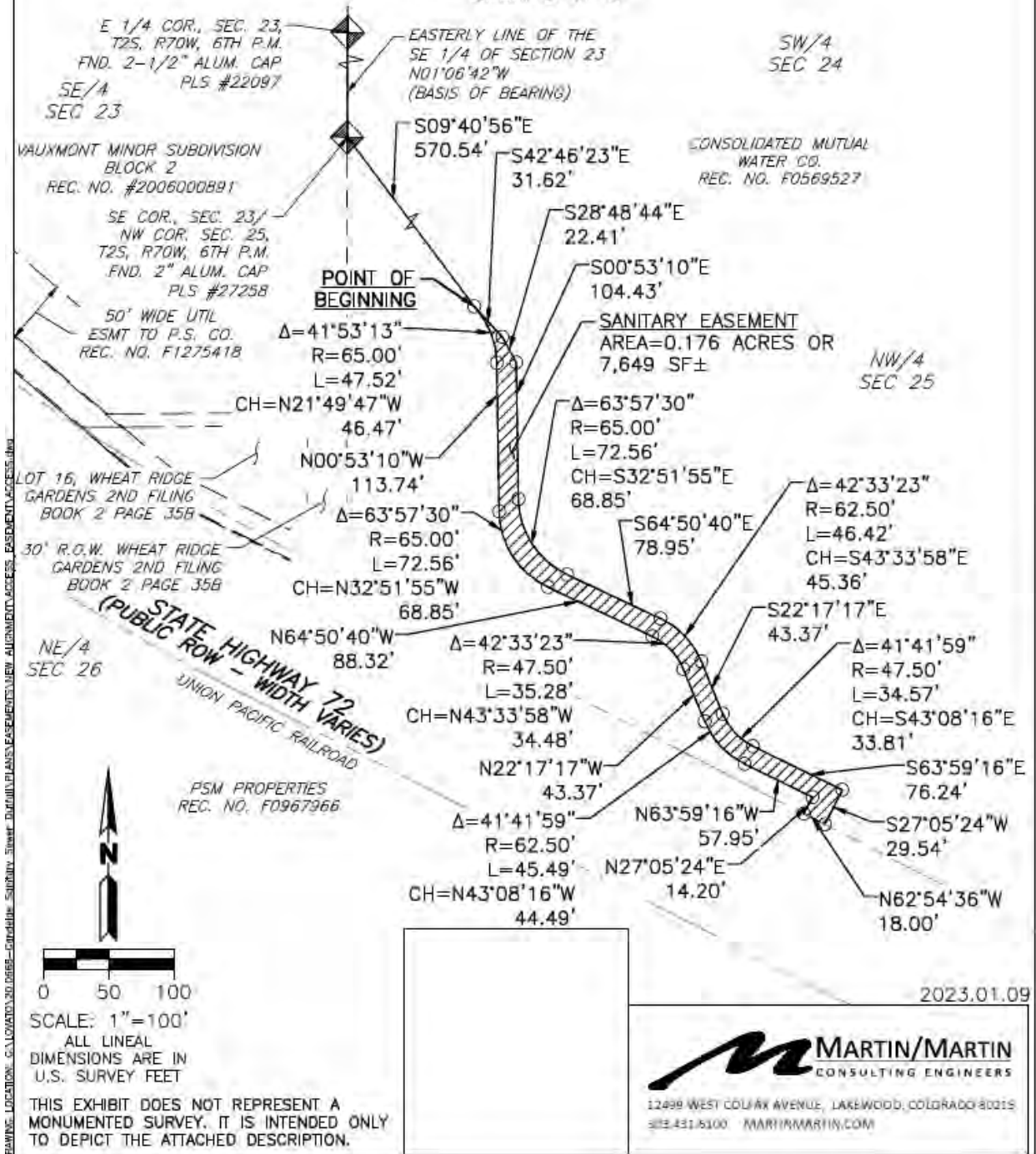
**LAND DESCRIPTION CONTINUED:**

**BASIS OF BEARING:**

BEARINGS ARE BASED ON THE EASTERLY LINE OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN ON AN ASSUMED BEARING OF N01°06'42"W AND BEING MONUMENTED BY A FOUND 2" ALUMINUM CAP PLS #27258 AT THE SOUTHEAST CORNER AND A FOUND 2-1/2" ALUMINUM CAP PLS #22097 AT THE EAST QUARTER CORNER.

PREPARED BY: NEIL LUCKINBILL.  
REVIEWED BY: RICHARD A. NOBBE, P.L.S.  
FOR AND ON BEHALF OF  
MARTIN/MARTIN CONSULTING ENGINEERS, INC.  
12499 WEST COLFAX AVENUE  
LAKEWOOD, COLORADO 80215  
JANUARY 09, 2023

# EXHIBIT B ACCESS EASEMENT SHEET 3 OF 3



**N**

0 50 100

SCALE: 1"=100'  
ALL LINEAL  
DIMENSIONS ARE IN  
U.S. SURVEY FEET

THIS EXHIBIT DOES NOT REPRESENT A  
MONUMENTED SURVEY. IT IS INTENDED ONLY  
TO DEPICT THE ATTACHED DESCRIPTION.

2023.01.09

**M MARTIN/MARTIN**  
CONSULTING ENGINEERS

12499 WEST COLIAR AVENUE, LAKEWOOD, COLORADO 80215  
303.431.6100 MARTINMARTIN.COM

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

**THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT** (this “**Agreement**”), effective the \_\_\_\_ day of \_\_\_\_\_, 2023, is made between **The Consolidated Mutual Water Company** (“**Grantor**”), whose legal address is 12700 West 27<sup>th</sup> Avenue, P.O. Box 150068, Lakewood, Colorado 80215, and **Jefferson Center Metropolitan District No. 1**, a quasi-municipal corporation and political subdivision of the State of Colorado (“**Grantee**”), whose legal address is 141 Union Boulevard, Suite 150, Lakewood, Colorado 80228 (each a “**Party**” and collectively, the “**Parties**”).

### **A. EASEMENT**

1. For good and valuable consideration, the receipt and sufficiency whereof are acknowledged, Grantor hereby grants to Grantee, its successors and assigns a non-exclusive, temporary easement (the “**Construction Easement**”) over, under, across and through those certain lands which are situated in the County of Jefferson, State of Colorado, described more fully on Exhibit A, attached hereto and by this reference made a part hereof, for the purpose of supporting the construction and installation of a certain pipeline and related improvements (collectively, the “**Pipeline**”). The Construction Easement may be used for any and all construction and maintenance related activities including, without limitation, vehicular access, equipment operations and materials storage.

2. In connection with the Construction Easement, Grantor further grants to the Grantee the right to install, maintain and use gates in all fences which now cross or may hereinafter cross said Construction Easement. Grantor reserves the right to provide alternative access as the land is developed, as approved by Grantee. Grantor reserves the right to remove gates and fences at any time in the future.

### **B. TERMS AND CONDITIONS:**

1. Grantor shall neither cause nor permit the storage of goods or equipment, or the construction or placement of any structure or building, street light, power pole, yard light, mailbox or sign, temporary or permanent, on any part of the Construction Easement during the term of this Agreement, if the same in any way impairs Grantee’s rights granted hereunder, without Grantee’s approval, which approval shall not be unreasonably withheld.

2. Any structure or building, fence, street light, power pole, yard light, mail box or sign of any kind situated on any of the Construction Easement, placed on or after the effective date of this Agreement without Grantee’s written approval, which adversely affects Grantee’s rights of access to the Construction Easement, shall be removed by the Grantor or its successor at Grantor’s expense upon written demand by Grantee or may be removed by Grantee at Grantor’s expense after 30 days written notice to Grantor.

3. Subject to paragraphs B.1 and B.2 above, Grantor retains the right to the undisturbed use and occupancy of the Construction Easement, insofar as such use and



occupancy is consistent with and does not impair any rights granted to Grantee respecting the use of the Construction Easement.

4. If Grantee, by written instrument, abandons or releases its rights herein granted and ceases to use the same, all right, title and interest of Grantee hereunder shall cease and terminate, and the Grantor or its successors in title shall hold the Construction Easement, as the same may then be, free from the rights so abandoned or released and shall own all material and structures of Grantee so abandoned or released but nothing herein shall be construed as working a forfeiture or abandonment of any interest derived hereunder and not owned by Grantee at the time of the termination of Grantee's rights.

5. The Parties agree that this Construction Easement shall expire and be of no further force or effect at such time as Grantee delivers written notice to Grantor that construction of the Pipeline has been completed.

### **C. INDEMNITY:**

1. To the extent permitted by law, Grantee shall hold harmless, indemnify and defend the Grantor from all liability, penalties, losses, damages, costs, expenses, causes of action, liens, claims and/or judgments arising by reason of any injury or death of any person or persons, or damage to the property or any person or person arising from or relating to Grantee's use of the Construction Easement or exercise of its rights granted hereunder or arising from or relating to Grantee's breach of any of the covenants or provisions set forth in this Agreement. To the extent permitted by law, if the Grantor shall be made a party to any litigation commenced by or against Grantee or as a result of Grantee's actions or omissions, then Grantee shall defend, protect and hold the Grantor harmless and shall pay all costs, expenses and reasonable attorneys' fees incurred by the Grantor in connection with such litigation.

2. The indemnification provided for under paragraph D.1 shall not be construed to provide indemnification to the Grantor for personal injury or property damage resulting from a negligent or intentional act of the Grantor.

3. Nothing in this Agreement will be deemed or construed to effect a waiver of any protections afforded to the Grantee pursuant to Colorado law, including, but not limited to the Colorado Governmental Immunity Act.

### **D. MISCELLANEOUS:**

1. In the event that the Grantee permanently abandons the Construction Easement and its rights in the easement granted hereunder as determined by Grantee in writing, all right, title and interest hereunder of Grantee shall revert to the Grantor or its successor and the Grantor shall hold said premises free from said Construction Easement. In such event, Grantee shall execute a quitclaim deed conveying its interest in and to the Construction Easement to Grantor, its heirs and assigns.

2. The Parties agree that they have not made or authorized any agreement with respect to the subject matter of this instrument other than expressly set forth or

referenced herein and no oral representation, promise or consideration different from the terms contained herein or referenced shall be binding on either party or its agents or employees.

3. Whenever used herein, the singular number shall include the plural, the plural the singular and the use of gender shall be applicable to all genders.

4. Grantor warrants that it has full right and lawful authority to make the grant herein contained, and promises and agrees to defend Grantee in the exercise of its rights hereunder against any defect in title or in Grantor's right to make said grant, subject to general taxes for the year this instrument is recorded, and subject further to easements, exceptions, limitations, restrictions, and reservations contained in instruments of record prior to the date of this Agreement.

5. This writing constitutes the whole agreement between the Parties and no additional or different oral representation, promise or agreement shall be binding on any of the Parties hereto with respect to the subject matter of this instrument. Any special provisions added hereto which conflict with printed provisions set forth above, shall control and supersede such conflicting printed provisions.

6. All provisions of this instrument, including all benefits and burdens, shall run with the lands of the Grantor and Grantee, and are binding upon and shall inure to the benefit of the heirs, assigns, successors and personal representatives of the Grantor and Grantee.

7. Whenever a transfer of fee simple ownership of any of the lands described herein shall occur, the transferor shall have no liability for any breach of covenant hereunder occurring after such transfer.

*[Signature pages follow]*

**IN WITNESS WHEREOF**, the parties hereto have executed the written Agreement, as of the day and year first above written.

**GRANTOR:**

THE CONSOLIDATED MUTUAL WATER  
COMPANY,  
a Colorado nonprofit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF COLORADO                    )  
  ) ss:  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of The Consolidated Mutual Water Company, a Colorado nonprofit corporation.

WITNESS my hand and official seal.

My commission expires: \_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
Notary Public

[Signatures continue on following page]

**GRANTEE:**

**Jefferson Center Metropolitan District  
No. 1**, a quasi-municipal corporation  
and political subdivision of the State of  
Colorado

By: \_\_\_\_\_  
Gregg A. Bradbury, President

STATE OF COLORADO                    )  
  ) ss:  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Gregg A. Bradbury, as President of Jefferson Center Metropolitan District No. 1, a quasi-municipal corporation and political subdivision of the State of Colorado.

WITNESS my hand and official seal.

My commission expires: \_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
Notary Public

**EXHIBIT "A"**  
**LEGAL DESCRIPTION AND DEPICTION OF TEMPORARY CONSTRUCTION**  
**EASEMENT**

**LAND DESCRIPTION:**

A PARCEL OF LAND LOCATED AT THE SOUTHWEST CORNER OF THE PROPERTY OWNED BY CONSOLIDATED MUTUAL WATER COMPANY ADJACENT TO COLORADO STATE HIGHWAY 72 THAT ENCOMPASSES AN AREA THAT IS APPROXIMATELY 500 FEET NORTHERLY ON SAID WESTERLY PROPERTY LINE, EASTERLY APPROXIMATELY 400 FEET, SOUTHERLY APPROXIMATELY 606 FEET AND WESTERLY ALONG SOUTHERLY PROPERTY LINE APPROXIMATELY 420 FEET. PARCEL AREA IS APPROXIMATELY 5.1 ACRES.



# Jefferson Center Metropolitan District No. 1 Cost Certification



**Report #14**  
**January 2023**



# Jefferson Center Metropolitan District No. 1 Cost Certification

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January 24, 2023

Jefferson Center Metropolitan District No. 1  
McGeady Becher, P.C.  
450 E 17th Avenue, Suite 400  
Denver, CO 80203-1254

## **JEFFERSON CENTER METROPOLITAN DISTRICT NO. 1 COST CERTIFICATION REPORT #14**

### **INTRODUCTION**

Independent District Engineering Services, LLC (Engineer) was hired by the Jefferson Center Metropolitan District No.1 (District) to provide review of public expenditures paid by Taylor Morrison of Colorado, Inc. (Developer). Pursuant to the Waiver of Rights to Reimbursement agreement and the Payment Directive Pertaining to Certified Costs for Trailstone Filing No. 1 Public Improvements agreement, Cimarron Commercial, LLC should receive the reimbursement from district-eligible improvements. This is to summarize and report the expenditures for the Trailstone development located in the City of Arvada, Colorado (Project). This Cost Certification report summarizes the Engineer's approach and findings for the Project.

The expenditures for public improvements discussed in this report were paid for by the Developer and are being certified as District eligible in the amount of **\$3,639,253.46**.

This report generally covers the areas shown on Attachment A and includes expenditures related to planning, design, grading, and water system Improvements.

### **GOVERNING DOCUMENTS**

The following governing documents were used in determining recommendations for District eligible expenses:

- Amended and Restated Service Plan for Jefferson Center Metropolitan District No.1 Prepared by McGeady Sisneros. Dated February 20, 2004.
- Facilities Funding and Acquisition Agreement, between Jefferson Center Metropolitan District No.1 and Cimarron Development Company. Dated February 27, 2018.
- First Amendment to Facilities Funding and Acquisition Agreement, between Jefferson Center Metropolitan District No.1 and Cimarron Development Company. Dated June 15, 2021.
- Second Amendment to Facilities Funding and Acquisition Agreement, between Jefferson Center Metropolitan District No.1 and Cimarron Development Company, entered July 27, 2022.
- Purchase and Sale Agreement, Between Taylor Morrison of Colorado, Inc. and Cimarron Commercial, LLC. Dated January 30, 2020.
- Waiver of Rights to Reimbursement, by Taylor Morrison of Colorado Inc., dated April 18<sup>th</sup> 2022
- Payment Directive Pertaining to Certified Costs for Trailstone Filing No. 1 Public Improvements, By Cimarron Development Company, dated April 25, 2022.

The Engineer used the above governing documents only as a general guideline for eligibility in certification of costs.

### **ACTIVITIES CONDUCTED**

For this report, the following activities were performed:

- Governing documents provided by the District and the Developer were reviewed as the basis for recommendation for this report.
- Invoices provided by the Developer were reviewed. A summary was created and is attached as Attachment C.

- Contact was made with Developer to verify knowledge of the work or services performed.
- Some contract unit items were compared to other projects in Colorado.

## **ASSUMPTIONS**

Due to the specific scope authorized for this report, the following assumptions were made.

- It is our understanding that the Developer will be responsible for all Storm Water Management Practice (SWMP) activities until the conditions of State and Local permits are met. No SWMP inspections or recommendations were conducted as part of this report.
- It is assumed that the contractors have obtained all SWMP permitting in the name of the Developer.
- It is our understanding that all local jurisdiction acceptances will be completed by the Developer as required by applicable Facilities Funding and Acquisition Agreements. The District shall have no obligations for local jurisdiction acceptance of infrastructure financed by the District.
- It is assumed that the Developer has obtained or will obtain final unconditional lien waivers from all contractors performing work or consultants providing services for the Project. It is our recommendation these lien waivers be provided to the District.
- Costs presented do not represent the entire contract value, but rather a portion of the costs that are attributable to public improvements as defined in the Service Plan. Expenditures that pertain to both District land and private lots are based on land percentage area for the project area. See Attachment C for the percentages. These percentages were used for work such as earthwork, SWMP activities, and planning.
- Expenditures that did not have enough information to be verified with this report may be verified in a future report.
- Nothing in this report shall be construed as acceptance of any public infrastructure by any governmental entity, including but not limited to the District. The Developer remains responsible for completing public improvements according to plan and obtaining the proper acceptance by any applicable governmental entity.
- This report was prepared with a realistic and reasonable analysis to estimate the public expenditures for the invoices provided. Engineer was engaged to provide a specific scope and not an elaborate analysis, should a more detailed analysis or submission of additional expenditures be completed an adjustment to our cost certification may be required.
- Hard improvement costs were considered eligible prior to acceptance by the appropriate entity, as the Developer has a surety in place for the improvements (pursuant to section 3.1 of the Second Amendment to Facilities Funding and Acquisition Agreement).

## **DISCUSSION**

This report consists of expenditures provided between September of 2019 and November of 2022. The improvements reviewed are generally represented in Attachments A, C, and D.

As part of the Jefferson Center Metropolitan District No. 1 Cost Certification Report #s 5-13 IDES utilized the tract use table found on the Trailstone Filing No. 1 Final Plat dated January 14<sup>th</sup>, 2022 as the basis of determining improvement and land ownership. The plat was revised on December 1<sup>st</sup> 2022 which included an update to the tract use table. The revised plat dedicates several large tract areas to the District, which requires a revision to the site percentage. Based on the new information provided, the amounts certified in the Jefferson Center Metropolitan District No. 1 Cost Certification Report #s 5-13 require adjustment.

Jefferson Center Metropolitan District No. 1 Cost Certification Report #14 captures the eligible expenditures that were omitted from Cost Certification Report #s 5-13 as a result of utilizing the plat dated January 14<sup>th</sup>, 2022. This cost certification reports includes no additional invoices outside of what was included in the Cost Certification Report #s 5-13. The revision tracking for the Cost Certification Report #s 5-13 has been included as Attachment D.

### Vendor Participation

All contractors, consultants, and vendors whose invoice information was submitted, were evaluated for their participation on the Project and services performed, materials provided, or work completed. A summary of vendor participation is included as Attachment B.

### Review of Invoices and Summary of Expenditures

To provide a cost certification of District improvements, invoices provided by the Developer were reviewed. Invoice costs were allocated as District or Non-District and a summary is included as Attachment C. Invoices provided were reviewed to determine that the work and cost value were appropriated correctly, and that proof of payment was provided.

### SUMMARY OF EXPENDITURES BY CATEGORY AND SERVICE PLAN DIVISION

The table below provides a summary of expenditures by category and Service Plan division for Cost Certification Report #14. The major elements of the improvements were allocated across these specific categories.

Service Plan Categories for Cost Certification Report #14		
Category	District Eligible Expenses	Percentage Of Total
Street Improvements	\$309,877.62	8.51%
Water Improvements	\$791,313.07	21.74%
Sanitation Improvements (Sanitary Sewer)	\$3,458.97	0.10%
Sanitation Improvements (Storm Sewer)	\$3,356.36	0.09%
Parks and Recreation Improvements	\$2,531,247.44	69.55%
Traffic and Safety Controls	\$0.00	0.00%
<b>TOTAL</b>	<b>\$3,639,253.46</b>	<b>100.00%</b>

### FIELD INVESTIGATION RESULTS

A field investigation was conducted in January 2023. Photos were taken of the Project to memorialize the status of the site at the time of this report and are included in Attachment E.

### RECOMMENDATION

In our professional opinion the expenditures for the improvements were reviewed and found to be reasonable. The costs of improvements are comparable to other similar projects in Colorado. At this time and based on the information provided, the Engineer certifies the expenditures provided by the Developer as District eligible expenditures as shown in Attachment C and subject to the level of review presented in this report. These expenditures are certified in the amount of **\$3,639,253.46**.

Should you have any questions or require further information please feel free to contact me.

Respectfully Submitted,  
Independent District Engineering Services, LLC



Chase Hanusa, P.E.

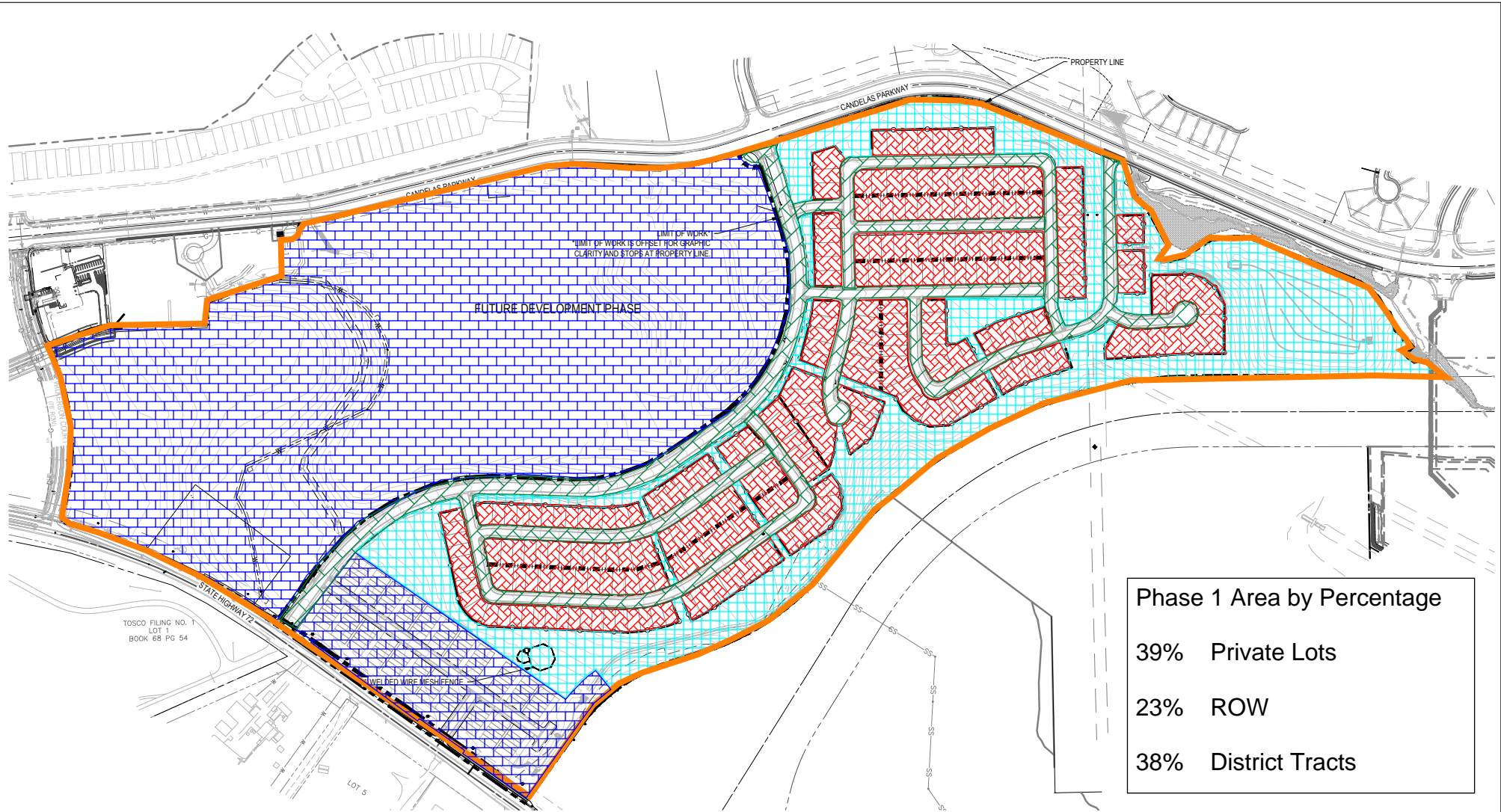
Attachments

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# Attachment A

## Site Map

# Attachment A: JCMD - Trailstone development Site Vicinity Map



## Legend

- Trailstone Development Area
- Future Development Area
- Phase 1 Private Lot Area
- Phase 1 ROW Area
- Phase 1 District Tract Area

Note: Areas shown are approximate and for visual representation only

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# Attachment B

## Vendor Participation

# Attachment B

## Vendor Participation

Following is a summary of the contractors, consultants and vendor participation in work and services for the report. Note that the expenditures being certified in this report are the eligible portions of the invoices that were omitted from previous reports.

**A.G. Wassenaar, Inc.** Geotechnical engineering firm who provided soil compaction testing for the Project. Costs were determined to be both public and private in nature and eligible for public financing at the District site percent.

**AzTec Consultants, Inc.** Consultant responsible for providing surveying services. Expenditures for sub-excavation, overlot Grading, KDPL, and monitoring points were both Public and Private in nature and considered eligible for public financing at the District site percentage. Cost related to Survey for private lots were considered not eligible.

**CMS Environmental Solutions, LLC.** Provided storm water inspections for the Project. Expenditures were for the benefit of both public and private improvements and determined to be eligible for public financing at the District site percent.

**Kelly Trucking Inc.** Earthwork contractor responsible for the grading, KDLP improvements, and erosion sediment control improvements on site. Expenditures related to overlot grading, KDLP improvements, and erosion control were considered eligible for public financing at the District site percent.

**Martin/Martin Consulting Services.** Civil Engineering firm who provided design & planning services for the Project. The expenditures related to the KDPL were considered eligible for public financing at the District site percent. Expenditures related to the townhome amendments and dry utilities were considered not eligible. Civil Infrastructure CDs were considered eligible at the District design percent.

**Norris Design Inc.** Landscaping architecture group who assisted in project branding, project site planning, and lot plans. Costs related to project branding and lot plans were considered not eligible for public financing. Expenditures related to site planning was considered eligible for public financing at the District site percent.

**SWCA, Incorporated** Supplied an environmental resource study for the project. The Study was for the benefit of all parties and determined to be eligible at the District site percent.

**Western Environmental and Ecology Inc.** Environmental consulting firm who supplied an ecological resource survey and wetland delineation study. Expenditures for these services benefit the entire site and determined to be eligible for public financing at the District site percent.



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# Attachment C

## Engineer's Summary for Cost Certification Report

**Attachment C**  
**JEFFERSON CENTER METROPOLITAN DISTRICT #1**  
**Engineer's Summary for Cost Certification Report #14**

<b>Report Revision</b>	<b>Invoiced Amount</b>	<b>Amount Previously Certified</b>	<b>Eligible Amount With Revised Site Percent</b>	<b>Amount Certified In Report #14</b>	<b>Revised Non-Eligible Amount</b>
Cost Certification Report #5	\$799,351.09	\$615,210.26	\$750,941.42	\$135,731.16	\$48,409.67
Cost Certification Report #6	\$98,080.00	\$83,197.06	\$97,581.95	\$14,384.89	\$498.05
Cost Certification Report #7	\$2,801,349.03	\$567,576.82	\$1,714,791.31	\$1,147,214.49	\$1,086,557.72
Cost Certification Report #8	\$1,799,770.80	\$329,711.71	\$950,484.26	\$620,772.55	\$849,286.54
Cost Certification Report #9	\$1,665,887.12	\$48,338.08	\$146,672.70	\$98,334.62	\$1,519,214.42
Cost Certification Report #10	\$125,389.25	\$59,077.01	\$94,363.92	\$35,286.91	\$31,025.33
Cost Certification Report #11	\$1,968,355.18	\$403,613.96	\$1,230,122.90	\$826,508.93	\$738,232.28
Cost Certification Report #12	\$1,722,447.64	\$351,403.12	\$1,108,810.05	\$757,406.93	\$613,637.59
Cost Certification Report #13	\$41,948.00	\$12,848.11	\$16,461.09	\$3,612.99	\$25,486.91
<b>TOTAL</b>	<b>\$11,022,578.11</b>	<b>\$2,470,976.13</b>	<b>\$6,110,229.60</b>	<b>\$3,639,253.46</b>	<b>\$4,912,348.51</b>

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# Attachment D

## Expenditure Data (Revision Tracking)

Attachment D

JEFFERSON CENTER METROPOLITAN DISTRICT #1  
 Cost Certification Report #14: CC5 Revision Tracking

Invoice ID	Invoice Date	Invoice Provided	Check Date	Check No.	Description	Invoiced Amount	Amount Previously Certified	Eligible Amount With Revised Site Percent	Amount Certified In Report #14	Revised Non-Eligible Amount	Notes
<b>Martin/Martin, Inc.</b>											
20.0109-00001	3/19/20	Yes	5/4/20	60000-00027843	Civil Engineer	\$8,000.00	\$944.80	\$4,877.40	\$3,932.60	\$3,122.60	
20.0109-00002	4/14/20	Yes	5/11/20	60000-00027893	Civil Engineer	\$22,260.00	\$2,628.91	\$13,571.37	\$10,942.46	\$8,688.63	
20.0109-00003	5/28/20	Yes	8/3/20	60000-00028656	Civil Engineer	\$42,130.00	\$22,959.26	\$33,645.12	\$10,685.86	\$8,484.88	
20.0109-00004	6/19/20	Yes	8/3/20	60000-00028656	Civil Engineer	\$8,976.57	\$7,393.28	\$8,275.81	\$882.53	\$700.76	
20.0109-00005	7/15/20	Yes	8/3/20	60000-00028656	Civil Engineer	\$37,780.24	\$31,116.56	\$34,830.93	\$3,714.37	\$2,949.31	
20.0109-00006	8/21/20	Yes	9/28/20	60000-00029510	Civil Engineer	\$35,453.13	\$29,199.91	\$32,685.48	\$3,485.57	\$2,767.65	
20.0109-00007	9/22/20	Yes	10/26/20	60000-00030010	Civil Engineer	\$11,860.72	\$9,768.73	\$10,934.81	\$1,166.08	\$925.91	
20.0109-00008	10/16/20	Yes	4/26/21	60000-00033592	Civil Engineer	\$5,927.83	\$4,882.28	\$5,465.07	\$582.79	\$462.76	
20.0109-00009	11/23/20	Yes	4/26/21	60000-00033592	Civil Engineer	\$17,717.71	\$14,592.66	\$16,334.58	\$1,741.92	\$1,383.13	
20.0109-00010	12/14/20	Yes	1/11/21	60000-00031287	Civil Engineer	\$23,956.25	\$19,730.85	\$22,086.11	\$2,355.26	\$1,870.14	
20.0109-00011	1/27/21	Yes	2/15/21	60000-00031973	Civil Engineer	\$32,058.93	\$26,404.38	\$29,556.25	\$3,151.87	\$2,502.68	
20.0109-00012	3/26/21	Yes	4/19/21	60000-00033373	Civil Engineer	\$14,423.41	\$1,703.40	\$8,793.60	\$7,090.20	\$5,629.81	
20.0109-00013	3/29/21	Yes	4/19/21	60000-00033373	Civil Engineer	\$41,600.00	\$34,262.59	\$41,600.00	\$7,337.41	\$0.00	
20.0109-00014	4/8/21	Yes	5/24/21	60000-00034215	Civil Engineer	\$2,800.00	\$2,306.14	\$2,800.00	\$493.86	\$0.00	
20.0109-00015	4/23/21	Yes	5/24/21	60000-00034215	Civil Engineer	\$53.90	\$44.39	\$49.69	\$5.30	\$4.21	
20.0109-00016	5/13/21	Yes	5/24/21	60000-00034215	Civil Engineer	\$61,100.00	\$50,587.75	\$61,100.00	\$10,512.25	\$0.00	
20.0109-00017	6/22/21	Yes	8/16/21	60000-00035796	Civil Engineer	\$86,210.00	\$71,466.40	\$86,210.00	\$14,743.60	\$0.00	
20.0109-00018	7/7/21	Yes	8/16/21	60000-00035796	Civil Engineer	\$13,141.50	\$11,834.52	\$13,141.50	\$1,306.98	\$0.00	
20.0109-00019	8/16/21	Yes	10/11/21	60000-00036844	Civil Engineer	\$47,050.00	\$40,171.18	\$47,050.00	\$6,878.82	\$0.00	
20.0109-00020	9/15/21	Yes	10/11/21	60000-00036844	Civil Engineer	\$66,398.50	\$54,933.80	\$66,398.50	\$11,464.70	\$0.00	
20.0109-00021	10/14/21	Yes	11/29/21	60000-00037869	Civil Engineer	\$80,700.00	\$66,942.36	\$80,700.00	\$13,757.64	\$0.00	
20.0109-00022	10/21/21	Yes	11/29/21	60000-00037869	Civil Engineer	\$43.12	\$35.51	\$39.75	\$4.24	\$3.37	
20.0109-00023	11/15/21	Yes	11/29/21	60000-00037869	Civil Engineer	\$60,910.00	\$42,828.24	\$52,000.00	\$9,171.76	\$8,910.00	
20.0109-00024	12/14/21	Yes	1/4/22	60000-00038427	Civil Engineer	\$51,000.00	\$42,974.71	\$51,000.00	\$8,025.29	\$0.00	
20.0109-00025	1/25/22	Yes	3/28/22	60000-00039981	Civil Engineer	\$49.28	\$40.59	\$45.43	\$4.84	\$3.85	
20.0109-00026	1/25/22	Yes	3/28/22	60000-00039981	Civil Engineer	\$27,750.00	\$25,457.06	\$27,750.00	\$2,292.94	\$0.00	
<b>Subtotal Martin/Martin Inc.</b>						<b>\$799,351.09</b>	<b>\$615,210.26</b>	<b>\$750,941.42</b>	<b>\$135,731.16</b>	<b>\$48,409.67</b>	
<b>TOTAL</b>						<b>\$799,351.09</b>	<b>\$615,210.26</b>	<b>\$750,941.42</b>	<b>\$135,731.16</b>	<b>\$48,409.67</b>	

**Attachment D**  
**JEFFERSON CENTER METROPOLITAN DISTRICT #1**  
**Cost Certification Report #14: CC6 Revision Tracking**

Invoice ID	Invoice Date	Invoice Provided	Check Date	Check No.	Description	Invoiced Amount	Amount Previously Certified	Eligible Amount With Revised Site Percent	Amount Certified In Report #14	Revised Non-Eligible Amount	Notes
<b>Martin/Martin, Inc.</b>											
20.0109-00027	2/21/22	Yes	5/2/22	60000-00040631	Civil Engineer	\$70,920.00	\$60,219.03	\$70,750.60	\$10,531.57	\$169.40	
20.0109-00028	3/21/22	Yes	4/11/22	60000-00040287	Civil Engineer	\$27,160.00	\$22,978.03	\$26,831.35	\$3,853.32	\$328.65	
<b>Subtotal Martin/Martin Inc.</b>						<b>\$98,080.00</b>	<b>\$83,197.06</b>	<b>\$97,581.95</b>	<b>\$14,384.89</b>	<b>\$498.05</b>	
<b>TOTAL</b>						<b>\$98,080.00</b>	<b>\$83,197.06</b>	<b>\$97,581.95</b>	<b>\$14,384.89</b>	<b>\$498.05</b>	

**Attachment D**  
**JEFFERSON CENTER METROPOLITAN DISTRICT #1**  
**Cost Certification Report #14: CC7 Revision Tracking**

Invoice ID	Invoice Date	Invoice Provided	Check Date	Check No.	Description	Invoiced Amount	Amount Previously Certified	Eligible Amount With Revised Site Percent	Amount Certified In Report #14	Revised Non-Eligible Amount	Notes
<b>A.G. Wassenaar, Inc.</b>											
348242	3/30/22	Yes	5/16/22	60000-ET049888	Geotechnical Testing Services	\$17,675.00	\$3,451.83	\$10,776.01	\$7,324.18	\$6,898.99	Compaction testing at site percent
<b>Subtotal A.G. Wassenaar, Inc.</b>						<b>\$17,675.00</b>	<b>\$3,451.83</b>	<b>\$10,776.01</b>	<b>\$7,324.18</b>	<b>\$6,898.99</b>	
<b>Aztec Consultants, Inc</b>											
120330	12/8/21	Yes	1/4/22	60000-ET047827	Surveying Services	\$2,400.00	\$468.71	\$1,463.22	\$994.51	\$936.78	Survey control at site percent
122353	1/11/22	Yes	1/31/22	60000-ET048254	Surveying Services	\$6,250.00	\$1,220.59	\$3,810.47	\$2,589.88	\$2,439.53	Pothole staking at site percent
122338	1/11/22	Yes	1/31/22	60000-ET048254	Surveying Services	\$9,298.00	\$1,815.85	\$5,668.76	\$3,852.91	\$3,629.24	Survey control, GESC, and overlot grading at site percent
123747	2/9/22	Yes	3/14/22	60000-ET048966	Surveying Services	\$4,442.00	\$867.50	\$2,708.18	\$1,840.68	\$1,733.82	Survey control and overlot grading at site percent
125320	3/8/22	Yes	4/18/22	60000-ET049412	Surveying Services	\$8,135.00	\$2,845.87	\$5,234.78	\$2,388.90	\$2,900.22	Survey control, GESC, and overlot grading at site percent
127038	4/6/22	Yes	5/16/22	60000-ET049889	Surveying Services	\$2,725.00	\$2,725.00	\$2,725.00	\$0.00	\$0.00	
<b>Subtotal Aztec Consultants, Inc</b>						<b>\$33,250.00</b>	<b>\$9,943.52</b>	<b>\$21,610.41</b>	<b>\$11,666.89</b>	<b>\$11,639.59</b>	
<b>CMS Environmental Solutions, LLC</b>											
127186	11/1/21	Yes	11/29/21	60000-ET047383	Stormwater Inspection Services	\$390.00	\$76.16	\$237.77	\$161.61	\$152.23	Storm water inspection at site percent
130781	2/1/22	Yes	2/28/22	60000-ET048675	Stormwater Inspection Services	\$193.75	\$37.84	\$118.12	\$80.29	\$75.63	Storm water inspection at site percent
130987	2/1/22	Yes	2/28/22	60000-ET048675	Stormwater Inspection Services	\$95.00	\$18.55	\$57.92	\$39.37	\$37.08	Storm water inspection at site percent
131426	3/1/22	Yes	3/28/22	60000-ET049107	Stormwater Inspection Services	\$395.00	\$77.14	\$240.82	\$163.68	\$154.18	Storm water inspection at site percent
<b>Subtotal CMS Environmental Solutions, LLC</b>						<b>\$1,073.75</b>	<b>\$209.70</b>	<b>\$654.64</b>	<b>\$444.94</b>	<b>\$419.11</b>	
<b>Kelley Trucking Inc.</b>											
Pay App 1	2/17/22	Yes	3/14/22	60000-00039789	Earthwork Contractor	\$834,219.37	\$162,918.52	\$508,602.94	\$345,684.42	\$325,616.43	Erosion control and earthwork at site percent
Pay App 2	3/21/22	Yes	5/27/22	60000-00041041	Earthwork Contractor	\$385,338.05	\$75,254.43	\$234,931.09	\$159,676.66	\$150,406.96	Erosion control and earthwork at site percent
Pay App 3	4/20/22	Yes	5/16/22	60000-00040896	Earthwork Contractor	\$1,080,526.43	\$211,020.95	\$658,770.27	\$447,749.32	\$421,756.16	Erosion control and earthwork at site percent
<b>Subtotal Kelley Trucking Inc.</b>						<b>\$2,300,083.85</b>	<b>\$449,193.90</b>	<b>\$1,402,304.30</b>	<b>\$953,110.40</b>	<b>\$897,779.55</b>	
<b>Martin/Martin, Inc.</b>											
20.0109-00029	4/21/22	Yes	5/9/22	40738	Civil Engineer	\$57.92	\$57.92	\$57.92	\$0.00	\$0.00	
20.0109-00030	4/21/22	Yes	5/9/22	40738	Civil Engineer	\$57,020.00	\$48,905.35	\$53,083.97	\$4,178.62	\$3,936.03	CDs and Construction Admin at design percent
<b>Subtotal Martin/Martin Inc.</b>						<b>\$57,077.92</b>	<b>\$48,963.27</b>	<b>\$53,141.89</b>	<b>\$4,178.62</b>	<b>\$3,936.03</b>	
<b>Norris Design, Inc</b>											
01-52584	7/31/19	Yes	9/9/19	60000-ET037115	Landscape Planning and Architecture Firm	\$1,067.50	\$0.00	\$0.00	\$0.00	\$1,067.50	Developer due diligence not eligible
01-53150	8/31/19	Yes	11/4/19	60000-ET037751	Landscape Planning and Architecture Firm	\$12,876.50	\$0.00	\$0.00	\$0.00	\$12,876.50	Developer due diligence not eligible
01-53656	9/30/19	Yes	11/18/19	60000-ET037847	Landscape Planning and Architecture Firm	\$313.00	\$0.00	\$0.00	\$0.00	\$313.00	Developer due diligence not eligible
01-55578	11/30/19	Yes	12/20/19	60000-ET038203	Landscape Planning and Architecture Firm	\$6,157.10	\$0.00	\$0.00	\$0.00	\$6,157.10	Check amount is greater than invoice amount 6,302.10
01-56062	12/31/19	Yes	1/20/20	60000-ET038438	Landscape Planning and Architecture Firm	\$8,179.98	\$0.00	\$0.00	\$0.00	\$8,179.98	Developer due diligence not eligible
01-56644	1/31/20	Yes	3/2/20	60000-ET038904	Landscape Planning and Architecture Firm	\$5,453.25	\$0.00	\$0.00	\$0.00	\$5,453.25	Developer due diligence not eligible
01-57145	2/29/20	Yes	3/23/20	60000-ET039165	Landscape Planning and Architecture Firm	\$7,068.74	\$0.00	\$0.00	\$0.00	\$7,068.74	Developer due diligence not eligible
01-58000	3/31/20	Yes	5/11/20	60000-ET039638	Landscape Planning and Architecture Firm	\$6,098.82	\$1,134.41	\$3,718.30	\$2,583.89	\$2,380.52	Master Development Plan and Overall Site Percent
01-58857	5/31/20	Yes	6/29/20	60000-ET040136	Landscape Planning and Architecture Firm	\$2,596.25	\$482.92	\$1,582.87	\$1,099.95	\$1,013.38	Master Development Plan and Overall Site Percent
01-59029	6/30/20	Yes	8/3/20	60000-ET040546	Landscape Planning and Architecture Firm	\$2,499.75	\$0.00	\$0.00	\$0.00	\$2,499.75	Development branding not eligible
01-59351	6/30/20	Yes	8/3/20	60000-ET040546	Landscape Planning and Architecture Firm	\$1,485.16	\$1,485.16	\$4,867.95	\$3,382.80	\$3,116.55	Master Development Plan and Overall Site Percent
01-59657	7/31/20	Yes	8/21/20	60000-ET040877	Landscape Planning and Architecture Firm	\$2,420.00	\$0.00	\$0.00	\$0.00	\$2,420.00	Development branding not eligible
01-59776	7/31/20	Yes	8/21/20	60000-ET040877	Landscape Planning and Architecture Firm	\$26,785.50	\$4,982.23	\$16,330.46	\$11,348.23	\$10,455.04	Master Development Plan and Overall Site Percent
01-60327	8/31/20	Yes	9/28/20	60000-ET041253	Landscape Planning and Architecture Firm	\$4,251.86	\$790.87	\$2,592.25	\$1,801.39	\$1,659.61	Master Development Plan and Overall Site Percent
01-60435	8/31/20	Yes	9/28/20	60000-ET041253	Landscape Planning and Architecture Firm	\$1,150.00	\$0.00	\$0.00	\$0.00	\$1,150.00	Development branding not eligible
01-61400	9/30/20	Yes	10/26/20	60000-ET041707	Landscape Planning and Architecture Firm	\$4,323.30	\$804.15	\$2,635.81	\$1,831.65	\$1,687.49	Master Development Plan and Overall Site Percent
01-61493	9/30/20	Yes	10/26/20	60000-ET041707	Landscape Planning and Architecture Firm	\$165.00	\$0.00	\$0.00	\$0.00	\$165.00	Development branding not eligible
01-61788	10/30/20	Yes	11/23/20	60000-ET042050	Landscape Planning and Architecture Firm	\$5,801.25	\$1,079.06	\$3,536.88	\$2,457.82	\$2,264.37	Master Development Plan and Overall Site Percent
01-61860	10/30/20	Yes	11/23/20	60000-ET042050	Landscape Planning and Architecture Firm	\$2,557.50	\$0.00	\$0.00	\$0.00	\$2,557.50	Development branding not eligible
01-62427	11/30/20	Yes	12/22/20	60000-ET042418	Landscape Planning and Architecture Firm	\$5,675.00	\$0.00	\$0.00	\$0.00	\$5,675.00	Development branding not eligible
01-62444	11/30/20	Yes	3/1/21	60000-ET043331	Landscape Planning and Architecture Firm	\$4,207.50	\$782.62	\$2,565.21	\$1,782.59	\$1,642.29	Master Development Plan and Overall Site Percent
01-63002	12/31/20	Yes	2/8/21	60000-ET043025	Landscape Planning and Architecture Firm	\$3,557.50	\$0.00	\$0.00	\$0.00	\$3,557.50	Development branding not eligible
01-63017	12/31/20	Yes	2/8/21	60000-ET043025	Landscape Planning and Architecture Firm	\$5,547.00	\$1,031.77	\$3,381.87	\$2,350.10	\$2,165.13	Master Development Plan and Overall Site Percent
01-63513	1/31/21	Yes	3/1/21	60000-ET043331	Landscape Planning and Architecture Firm	\$1,778.75	\$0.00	\$0.00	\$0.00	\$1,778.75	Community meeting not eligible
01-63538	1/31/21	Yes	3/1/21	60000-ET043331	Landscape Planning and Architecture Firm	\$880.00	\$0.00	\$0.00	\$0.00	\$880.00	Development branding not eligible
01-64155	2/28/21	Yes	9/3/21	60000-ET046163	Landscape Planning and Architecture Firm	\$5,656.25	\$731.93	\$2,399.07	\$1,667.14	\$3,257.18	Community meeting not eligible
01-64291	2/28/21	Yes	4/5/21	60000-ET043829	Landscape Planning and Architecture Firm	\$3,451.00	\$0.00	\$3,451.00	\$3,451.00	\$0.00	
01-64450	3/31/21	Yes	5/24/21	60000-ET044659	Landscape Planning and Architecture Firm	\$6,310.75	\$0.00	\$0.00	\$0.00	\$6,310.75	Development branding not eligible
01-64843	3/31/21	Yes	5/25/21	60000-ET044659	Landscape Planning and Architecture Firm	\$5,817.50	\$915.69	\$4,317.36	\$3,401.67	\$1,500.14	Phase 1 at site percent
01-65043	4/30/21	Yes	5/25/21	60000-ET044659	Landscape Planning and Architecture Firm	\$13,446.69	\$2,625.83	\$8,197.39	\$5,571.56	\$5,248.61	Phase 1 at site percent
01-65362	4/30/21	Yes	5/25/21	60000-ET044659	Landscape Planning and Architecture Firm	\$2,966.50	\$0.00	\$0.00	\$0.00	\$2,966.50	Development branding not eligible
01-65709	5/31/21	Yes	7/6/21	60000-ET045209	Landscape Planning and Architecture Firm	\$37,014.11	\$7,155.63	\$22,517.90	\$15,362.27	\$14,496.21	Phase 1 at site percent, graphics at overall site percent
01-65976	5/31/21	Yes	7/6/21	60000-ET045209	Landscape Planning and Architecture Firm	\$6,191.25	\$0.00	\$0.00	\$0.00	\$6,191.25	Development branding not eligible
01-66377	6/30/21	Yes	8/16/21	60000-ET045930	Landscape Planning and Architecture Firm	\$5,776.75	\$1,009.19	\$5,242.30	\$4,233.11	\$534.45	plan refinement at overall site percent; Phase 1 at site percent
01-67022	7/31/21	Yes	10/11/21	60000-ET046654	Landscape Planning and Architecture Firm	\$6,471.50	\$706.43	\$5,467.78	\$4,761.35	\$1,003.72	plan refinement at overall site percent; Phase 1 at site percent
01-67656	8/31/21	Yes	10/11/21	60000-ET046654	Landscape Planning and Architecture Firm	\$21,578.75	\$3,452.56	\$20,037.94	\$16,585.38	\$1,540.81	Phase 1 at site percent
01-68282	9/30/21	Yes	11/1/21	60000-ET046976	Landscape Planning and Architecture Firm	\$39,395.90	\$7,008.91	\$35,388.73	\$28,379.82	\$4,007.17	Graphics at overall site percent; Phase 1 at site percent
01-68719	10/31/21	Yes	11/29/21	60000-ET047384	Landscape Planning and Architecture Firm	\$28,949.90	\$5,525.85	\$27,947.95	\$22,422.10	\$1,002.00	Phase 1 at site percent
01-68903	10/31/21	Yes	12/13/21	60000-ET047597	Landscape Planning and Architecture Firm	\$2,635.00	\$0.00	\$0.00	\$0.00	\$2,635.00	Development branding not eligible
01-69845	11/30/21	Yes	12/20/21	60000-ET047712	Landscape Planning and Architecture Firm	\$16,494.80	\$3,163.50	\$15,783.02	\$12,619.53	\$711.78	Graphics at overall site percent; Phase 1 at site percent
01-70409	12/31/21	Yes	1/24/22	60000-ET048151	Landscape Planning and Architecture Firm	\$10,795.00	\$2,096.64	\$6,581.44	\$4,484.81	\$4,213.56	Graphics at overall site percent; Phase 1 at site percent
01-71054	1/31/22	Yes	2/28/22	60000-ET048677	Landscape Planning and Architecture Firm	\$13,089.46	\$2,501.18	\$7,876.40	\$5,375.22	\$5,213.06	Graphics at overall site percent; Phase 1 at site percent
01-71673	2/28/22	Yes	4/4/22	60000-ET049210	Landscape Planning and Architecture Firm	\$8,021.86	\$1,545.31	\$4,890.73	\$3,345.42	\$3,131.13	Phase 1 at site percent
01-71786	3/31/22	Yes	5/2/22	60000-ET049616	Landscape Planning and Architecture Firm	\$865.60	\$0.00	\$0.00	\$0.00	\$865.60	Development branding not eligible
01-72275	3/31/22	Yes	5/2/22	60000-ET049616	Landscape Planning and Architecture Firm	\$4,329.00	\$845.43	\$2,639.28	\$1,793.85	\$1,689.72	Phase 1 at site percent
01-72372	4/30/22	Yes	5/27/22	60000-ET050018	Landscape Planning and Architecture Firm	\$3,272.50	\$0.00	\$0.00	\$0.00	\$3,272.50	Private signage not eligible
01-72766	4/30/22	Yes	5/27/22	60000-ET050018	Landscape Planning and Architecture Firm	\$13,835.75	\$2,702.05	\$8,435.31	\$5,733.27	\$5,400.44	Phase 1 at site percent

**Cost Certification Report #14: CC7 Revision Tracking**

Invoice ID	Invoice Date	Invoice Provided	Check Date	Check No.	Description	Invoiced Amount	Amount Previously Certified	Eligible Amount With Revised Site Percent	Amount Certified In Report #14	Revised Non-Eligible Amount	Notes
<b>Subtotal Norris Design, Inc</b>						<b>\$385,760.73</b>	<b>\$54,559.29</b>	<b>\$222,385.21</b>	<b>\$167,825.91</b>	<b>\$163,375.52</b>	
<b>SWCA, Incorporated</b>											
129752	7/21/21	Yes	8/2/21	60000-00035525	Environmental Consulting	\$1,537.50	\$300.27	\$937.38	\$637.11	\$600.12	Environmental resource study at site percent
133110	9/20/21	Yes	10/11/21	60000-00036848	Environmental Consulting	\$735.75	\$143.69	\$448.57	\$304.88	\$287.18	Environmental resource study at site percent
135101	10/27/21	Yes	12/13/21	60000-00038149	Environmental Consulting	\$1,202.93	\$234.93	\$733.40	\$498.47	\$469.53	Environmental resource study at site percent
<b>Subtotal SWCA, Incorporated</b>						<b>\$3,476.18</b>	<b>\$678.88</b>	<b>\$2,119.34</b>	<b>\$1,440.46</b>	<b>\$1,356.84</b>	
<b>Western Environmental and Ecology, Inc.</b>											
20-070	4/6/20	Yes	5/11/20	60000-ET039642	Environmental Consulting	\$2,179.10	\$425.57	\$1,328.54	\$902.98	\$850.56	Ecological resource survey and wetland delineation at site percent
20-086	5/2/20	Yes	6/1/20	60000-ET039845	Environmental Consulting	\$525.30	\$102.59	\$320.26	\$217.67	\$205.04	Ecological resource survey and wetland delineation at site percent
20-114	6/29/20	Yes	7/20/20	60000-ET040377	Environmental Consulting	\$247.20	\$48.28	\$150.71	\$102.43	\$96.49	Ecological resource survey and wetland delineation at site percent
<b>Subtotal Western Environmental and Ecology, Inc.</b>						<b>\$2,951.60</b>	<b>\$576.43</b>	<b>\$1,799.52</b>	<b>\$1,223.09</b>	<b>\$1,152.08</b>	
<b>TOTAL</b>						<b>\$2,801,349.03</b>	<b>\$567,576.82</b>	<b>\$1,714,791.31</b>	<b>\$1,147,214.49</b>	<b>\$1,086,557.72</b>	

**Attachment D**  
**JEFFERSON CENTER METROPOLITAN DISTRICT #1**  
**Cost Certification Report #14: CC8 Revision Tracking**

Invoice ID	Invoice Date	Invoice Provided	Check Date	Check No.	Description	Invoiced Amount	Amount Previously Certified	Eligible Amount With Revised Site Percent	Amount Certified In Report #14	Revised Non-Eligible Amount	Notes
<b>A.G. Wassenaar, Inc.</b>											
349638	4/29/22	Yes	6/17/22	60000-ET050377	Geotechnical Testing Services	\$21,480.00	\$4,194.93	\$13,095.83	\$8,900.90	\$8,384.17	Compaction testing at site percent
351058	5/31/22	Yes	7/11/22	60000-ET050600	Geotechnical Testing Services	\$27,020.00	\$5,276.86	\$16,473.43	\$11,196.57	\$10,546.57	Compaction testing at site percent
<b>Subtotal A.G. Wassenaar, Inc.</b>						<b>\$48,500.00</b>	<b>\$9,471.79</b>	<b>\$29,569.25</b>	<b>\$20,097.46</b>	<b>\$18,930.75</b>	
<b>Aztec Consultants, Inc</b>											
128884	5/4/22	Yes	6/17/22	60000-ET050378	Surveying Services	\$4,075.00	\$2,143.75	\$2,958.01	\$814.26	\$1,116.99	Subex at site percent; Service marks not eligible
130731	6/1/22	Yes	7/11/22	60000-ET050601	Surveying Services	\$4,572.50	\$2,215.92	\$3,429.43	\$1,213.51	\$1,143.07	Subex and overlot grading at site percent
<b>Subtotal Aztec Consultants, Inc</b>						<b>\$8,647.50</b>	<b>\$4,359.67</b>	<b>\$6,387.45</b>	<b>\$2,027.77</b>	<b>\$2,260.05</b>	
<b>CMS Environmental Solutions, LLC</b>											
132664	4/1/22	Yes	6/27/22	60000-ET050403	Stormwater Inspection Services	\$395.00	\$77.14	\$240.82	\$163.68	\$154.18	Storm water inspection at site percent
133999	5/1/22	Yes	6/27/22	60000-ET050403	Stormwater Inspection Services	\$395.00	\$77.14	\$240.82	\$163.68	\$154.18	Storm water inspection at site percent
135339	6/1/22	Yes	6/27/22	60000-ET050403	Stormwater Inspection Services	\$395.00	\$77.14	\$240.82	\$163.68	\$154.18	Storm water inspection at site percent
<b>Subtotal CMS Environmental Solutions, LLC</b>						<b>\$1,185.00</b>	<b>\$231.42</b>	<b>\$722.47</b>	<b>\$491.04</b>	<b>\$462.53</b>	
<b>Kelley Trucking Inc.</b>											
Pay App 4	5/18/22	Yes	6/17/22	60000-00041349	Earthwork Contractor	\$797,471.00	\$139,475.43	\$435,417.74	\$295,942.32	\$362,053.26	Erosion control and earthwork at site percent. Check was less \$0.01. Review KDPL in future report.
Pay App 5	6/27/22	Yes	7/11/22	60000-00041553	Earthwork Contractor	\$863,663.62	\$139,167.72	\$434,467.13	\$295,289.41	\$429,206.49	Erosion control and earthwork at site percent. Review KDPL in future report.
<b>Subtotal Kelley Trucking Inc.</b>						<b>\$1,661,134.62</b>	<b>\$278,643.15</b>	<b>\$869,874.87</b>	<b>\$591,231.72</b>	<b>\$791,259.75</b>	
<b>Martin/Martin, Inc.</b>											
20.0109-00031	5/25/22	Yes	6/13/22	60000-00041225	Civil Engineering Design Services	\$74,697.50	\$37,000.40	\$40,655.03	\$3,654.63	\$34,042.47	CDs at design percent; Phase 2 not reviewed
20.0109-00033	6/30/22	Yes	7/18/22	60000-00041597	Civil Engineering Design Services	\$27.03	\$5.28	\$16.48	\$11.20	\$10.55	Reimbursable at site percent
<b>Subtotal Martin/Martin Inc.</b>						<b>\$74,724.53</b>	<b>\$37,005.68</b>	<b>\$40,671.51</b>	<b>\$3,665.83</b>	<b>\$34,053.02</b>	
<b>Norris Design, Inc</b>											
01-73577	5/31/22	Yes	7/11/22	60000-ET050602	Landscape Planning and Architecture Firm	\$5,579.15	\$0.00	\$3,258.71	\$3,258.71	\$2,320.44	Signage at site percent
<b>Subtotal Norris Design, Inc</b>						<b>\$5,579.15</b>	<b>\$0.00</b>	<b>\$3,258.71</b>	<b>\$3,258.71</b>	<b>\$2,320.44</b>	
<b>TOTAL</b>						<b>\$1,799,770.80</b>	<b>\$329,711.71</b>	<b>\$950,484.26</b>	<b>\$620,772.55</b>	<b>\$849,286.54</b>	



**Attachment D**  
**JEFFERSON CENTER METROPOLITAN DISTRICT #1**  
**Cost Certification Report #14: CC9 Revision Tracking**

Invoice ID	Invoice Date	Invoice Provided	Check Date	Check No.	Description	Invoiced Amount	Amount Previously Certified	Eligible Amount With Revised Site Percent	Amount Certified In Report #14	Revised Non-Eligible Amount	Notes
<b>Aztec Consultants, Inc</b>											
132343	6/28/22	Yes	8/1/22	60000-ET050920	Surveying Services	\$3,690.00	\$2,570.65	\$3,147.06	\$576.40	\$542.94	KDPL and overlot grading at site percent
<b>Subtotal Aztec Consultants, Inc</b>						<b>\$3,690.00</b>	<b>\$2,570.65</b>	<b>\$3,147.06</b>	<b>\$576.40</b>	<b>\$542.94</b>	
<b>Kelley Trucking Inc.</b>											
Pay App 4	5/18/22	Yes	6/17/22	60000-00041349	Earthwork Contractor	\$797,471.00	\$16,266.33	\$50,780.62	\$34,514.29	\$746,690.38	KDPL at site percent (not reviewed in previous report)
Pay App 5	6/27/22	Yes	7/11/22	60000-00041553	Earthwork Contractor	\$863,663.62	\$29,501.10	\$92,097.25	\$62,596.14	\$771,566.37	KDPL at site percent (not reviewed in previous report)
<b>Subtotal Kelley Trucking Inc.</b>						<b>\$1,661,134.62</b>	<b>\$45,767.43</b>	<b>\$142,877.86</b>	<b>\$97,110.43</b>	<b>\$1,518,256.76</b>	
<b>Norris Design, Inc</b>											
01-74453	6/30/22	Yes	8/1/22	60000-ET050924	Landscape Planning and Architecture Firm	\$1,062.50	\$0.00	\$647.78	\$647.78	\$414.72	Signage at site percent
<b>Subtotal Norris Design, Inc</b>						<b>\$1,062.50</b>	<b>\$0.00</b>	<b>\$647.78</b>	<b>\$647.78</b>	<b>\$414.72</b>	
<b>TOTAL</b>						<b>\$1,665,887.12</b>	<b>\$48,338.08</b>	<b>\$146,672.70</b>	<b>\$98,334.62</b>	<b>\$1,519,214.42</b>	

Attachment D  
 JEFFERSON CENTER METROPOLITAN DISTRICT #1  
 Cost Certification Report #14: CC10 Revision Tracking

Invoice ID	Invoice Date	Invoice Provided	Check Date	Check No.	Description	Invoiced Amount	Amount Previously Certified	Eligible Amount With Revised Site Percent	Amount Certified In Report #14	Revised Non-Eligible Amount	Notes
<b>CMS Environmental Solutions Inc.</b>											
138097	8/1/22	Yes	8/22/22	60000-ET051305	Storm Water Inspection Services	\$395.00	\$77.14	\$240.82	\$163.68	\$154.18	Storm water inspections at site percent
<b>Subtotal CMS Environmental Solutions Inc.</b>						<b>\$395.00</b>	<b>\$77.14</b>	<b>\$240.82</b>	<b>\$163.68</b>	<b>\$154.18</b>	
<b>Martin/Martin Consulting Engineers</b>											
20.0109-00032	6/30/22	Yes	7/18/22	60000-00041597	Civil Engineering Design Services	\$68,335.00	\$35,169.28	\$47,858.93	\$12,689.65	\$20,476.07	CDs at design percent, Takedown 1: 54.96% eligible based on line items
20.0109-00034	7/27/22	Yes	8/15/22	60000-00041911	Civil Engineering Design Services	\$38,520.00	\$23,323.12	\$35,025.47	\$11,702.35	\$3,494.53	CDs at design percent, Takedown 1: 54.96% eligible based on line items
<b>Subtotal Martin/Martin Consulting Engineers</b>						<b>\$106,855.00</b>	<b>\$58,492.40</b>	<b>\$82,884.40</b>	<b>\$24,392.00</b>	<b>\$23,970.60</b>	
<b>Norris Design, Inc</b>											
01-73727	5/31/22	Yes	7/1/22	60000-ET050508	Landscape Planning and Architecture Firm	\$14,754.25	\$507.47	\$9,174.95	\$8,667.48	\$5,579.30	Phase 1 at site percent
01-75033	7/31/22	Yes	8/29/22	60000-ET051334	Landscape Planning and Architecture Firm	\$3,385.00	\$0.00	\$2,063.75	\$2,063.75	\$1,321.25	
<b>Subtotal Norris Design, Inc</b>						<b>\$18,139.25</b>	<b>\$507.47</b>	<b>\$11,238.70</b>	<b>\$10,731.23</b>	<b>\$6,900.55</b>	
<b>TOTAL</b>						<b>\$125,389.25</b>	<b>\$59,077.01</b>	<b>\$94,363.92</b>	<b>\$35,286.91</b>	<b>\$31,025.33</b>	

Attachment D  
 JEFFERSON CENTER METROPOLITAN DISTRICT #1  
 Cost Certification Report #14: CC11 Revision Tracking

Invoice ID	Invoice Date	Invoice Provided	Check Date	Check No.	Description	Invoiced Amount	Amount Previously Certified	Eligible Amount With Revised Site Percent	Amount Certified In Report #14	Revised Non-Eligible Amount	Notes
<b>A.G.Wassenaar, Inc.</b>											
353111	6/30/22	Yes	9/19/22	60000-ET051628	Geotechnical Engineering Services	\$20,555.00	\$4,014.28	\$12,531.88	\$8,517.60	\$8,023.12	Compaction testing at site percent
354329	7/29/22	Yes	9/19/22	60000-ET051628	Geotechnical Engineering Services	\$22,585.00	\$4,410.73	\$13,769.52	\$9,358.79	\$8,815.48	Compaction testing at site percent
354330	7/29/22	Yes	9/19/22	60000-ET051628	Geotechnical Engineering Services	\$4,535.00	\$885.66	\$2,764.88	\$1,879.22	\$1,770.12	Compaction testing at site percent
<b>Subtotal A.G.Wassenaar, Inc.</b>						<b>\$47,675.00</b>	<b>\$9,310.67</b>	<b>\$29,066.27</b>	<b>\$19,755.60</b>	<b>\$18,608.73</b>	
<b>Aztec Consultants, Inc.</b>											
133422	7/25/22	Yes	9/19/22	60000-ET051629	Surveying Services	\$6,238.00	\$2,375.82	\$4,364.64	\$1,988.82	\$1,873.36	Sub excavation survey at site percent
135288	8/24/22	Yes	9/19/22	60000-ET051629	Surveying Services	\$6,171.00	\$3,559.73	\$4,904.40	\$1,344.67	\$1,266.60	Sub excavation survey at site percent
<b>Subtotal Aztec Consultants, Inc.</b>						<b>\$12,409.00</b>	<b>\$5,935.55</b>	<b>\$9,269.03</b>	<b>\$3,333.49</b>	<b>\$3,139.97</b>	
<b>CMS Environmental Solutions Inc.</b>											
139461	9/1/22	Yes	9/26/22	60000-ET051732	Storm Water Inspection Services	\$395.00	\$77.14	\$240.82	\$163.68	\$154.18	Storm water inspections at site percent
<b>Subtotal CMS Environmental Solutions Inc.</b>						<b>\$395.00</b>	<b>\$77.14</b>	<b>\$240.82</b>	<b>\$163.68</b>	<b>\$154.18</b>	
<b>Kelly Trucking Inc.</b>											
Pay application 7 (202204)	8/26/22	Yes	9/19/22	60000-00042318	Earthwork Contractor	\$1,864,156.18	\$378,435.90	\$1,181,410.29	\$802,974.39	\$682,745.89	Erosion control, KDPL, and Overlot grading at site percent
<b>Subtotal Kelly Trucking Inc.</b>						<b>\$1,864,156.18</b>	<b>\$378,435.90</b>	<b>\$1,181,410.29</b>	<b>\$802,974.39</b>	<b>\$682,745.89</b>	
<b>Martin/Martin Consulting Engineers</b>											
20.0109-00035	8/26/22	Yes	9/12/22	60000-00042232	Civil Engineering Design Services	\$43,720.00	\$9,854.70	\$10,136.48	\$281.78	\$33,583.52	CDs at design percent, Takedown 1: 54.96% eligible, Townhome amendment not eligible
<b>Subtotal Martin/Martin Consulting Engineers</b>						<b>\$43,720.00</b>	<b>\$9,854.70</b>	<b>\$10,136.48</b>	<b>\$281.78</b>	<b>\$33,583.52</b>	
<b>TOTAL</b>						<b>\$1,968,355.18</b>	<b>\$403,613.96</b>	<b>\$1,230,122.90</b>	<b>\$826,508.93</b>	<b>\$738,232.28</b>	

Attachment D

**JEFFERSON CENTER METROPOLITAN DISTRICT #1  
Cost Certification Report #14: CC12 Revision Tracking**

Invoice ID	Invoice Date	Invoice Provided	Check Date	Check No.	Description	Invoiced Amount	Amount Previously Certified	Eligible Amount With Revised Site Percent	Amount Certified In Report #14	Revised Non-Eligible Amount	Notes
<b>CMS Environmental Solutions Inc.</b>											
140460	9/15/22	Yes	10/3/22	60000-ET051924	Storm Water Inspection Services	\$118.75	\$23.19	\$72.40	\$49.21	\$46.35	Storm water inspections at site percent
<b>Subtotal CMS Environmental Solutions Inc.</b>						<b>\$118.75</b>	<b>\$23.19</b>	<b>\$72.40</b>	<b>\$49.21</b>	<b>\$46.35</b>	
<b>Kelly Trucking Inc.</b>											
Pay application 6 (202204)	7/21/21	Yes	8/15/22	60000-00041909	Earthwork Contractor	\$1,696,759.89	\$348,808.38	\$1,088,918.39	\$740,110.01	\$607,841.50	Erosion control, KDPL, and overlot grading at site percent
<b>Subtotal Kelly Trucking Inc.</b>						<b>\$1,696,759.89</b>	<b>\$348,808.38</b>	<b>\$1,088,918.39</b>	<b>\$740,110.01</b>	<b>\$607,841.50</b>	
<b>Norris Design, Inc</b>											
01-75484	8/31/22	Yes	10/3/22	60000-ET051926	Landscape Planning and Architecture Firm	\$900.00	\$0.00	\$548.71	\$548.71	\$351.29	Signage at site percent
01-75859	8/31/22	Yes	10/3/22	60000-ET051926	Landscape Planning and Architecture Firm	\$24,669.00	\$2,571.54	\$19,270.55	\$16,699.01	\$5,398.45	Townhome landscaping not eligible, Plat and site plan at site percent
<b>Subtotal Norris Design, Inc</b>						<b>\$25,569.00</b>	<b>\$2,571.54</b>	<b>\$19,819.25</b>	<b>\$17,247.71</b>	<b>\$5,749.75</b>	
<b>TOTAL</b>						<b>\$1,722,447.64</b>	<b>\$351,403.12</b>	<b>\$1,108,810.05</b>	<b>\$757,406.93</b>	<b>\$613,637.59</b>	

**Attachment D**  
**JEFFERSON CENTER METROPOLITAN DISTRICT #1**  
**Cost Certification Report #14: CC13 Revision Tracking**

Invoice ID	Invoice Date	Invoice Provided	Check Date	Check No.	Description	Invoiced Amount	Amount Previously Certified	Eligible Amount With Revised Site Percent	Amount Certified In Report #14	Revised Non-Eligible Amount	Notes
<b>Aztec Consultants, Inc</b>											
136602	9/21/22	Yes	10/10/02	60000-ET052032	Surveying	\$2,063.00	\$838.22	\$1,082.71	\$244.48	\$980.29	Sub-Excavation at site percent; Conduit not eligible
137785	10/19/22	Yes	11/14/22	60000-ET052481	Surveying	\$6,057.00	\$2,028.63	\$3,716.82	\$1,688.19	\$2,340.18	Sub-Excavation, Overlot Grading, KDPL, and Monitoring Points at site percent; Office/Townhomes not eligible
138830	11/11/22	Yes	10/3/22	60000-ET051924	Surveying	\$270.00	\$0.00	\$0.00	\$0.00	\$270.00	Private Lots not eligible
139147	11/16/22	Yes	10/3/22	60000-ET051924	Surveying	\$270.00	\$0.00	\$0.00	\$0.00	\$270.00	Private Lots not eligible
<b>Subtotal Aztec Consultants, Inc</b>						<b>\$8,660.00</b>	<b>\$2,866.85</b>	<b>\$4,799.53</b>	<b>\$1,932.67</b>	<b>\$3,860.47</b>	
<b>CMS Environmental Solutions Inc.</b>											
140815	10/1/22	Yes	11/7/22	60000-ET052379	Storm Water Inspection Services	\$395.00	\$77.14	\$240.82	\$163.68	\$154.18	Storm water inspections at site percent
142259	11/1/22	Yes	11/18/22	60000-ET052598	Storm Water Inspection Services	\$395.00	\$77.14	\$240.82	\$163.68	\$154.18	Storm water inspections at site percent
<b>Subtotal CMS Environmental Solutions Inc.</b>						<b>\$790.00</b>	<b>\$154.28</b>	<b>\$481.64</b>	<b>\$327.36</b>	<b>\$308.36</b>	
<b>Martin/Martin Consulting Engineers</b>											
20.0109-00036	9/30/22	Yes	11/14/22	60000-00042920	Civil Design Services	\$33.00	\$33.00	\$33.00	\$0.00	\$0.00	
20.0109-00037	9/30/22	Yes	11/14/22	60000-00042920	Civil Design Services	\$32,465.00	\$9,793.97	\$11,146.93	\$1,352.95	\$21,318.07	take down 1 at design percent; KDPL at site percent; townhome amendment & dry utilities not eligible
<b>Subtotal Martin/Martin Consulting Engineers</b>						<b>\$32,498.00</b>	<b>\$9,826.97</b>	<b>\$11,179.93</b>	<b>\$1,352.95</b>	<b>\$21,318.07</b>	
<b>TOTAL</b>						<b>\$41,948.00</b>	<b>\$12,848.11</b>	<b>\$16,461.09</b>	<b>\$3,612.99</b>	<b>\$25,486.91</b>	

"Amount Previously Certified" is the eligible amount included in the original cost certification report  
"Eligible Amount With Revised Site Percent" is the total eligible amount of the invoice with District Tract Dedication  
"Amount Certified in Report #14" is the additional dollars being certified as eligible (revised amount less previously certified)  
"Revised Non-Eligible Amount" is the total non-eligible portion of each invoice  
Work that is both public and private in nature was prorated at a site percentage of 60.97% based on the land area method.  
These amounts do not include interest

Site Percent	% Streets	% Parks & Rec
Eligible Site Percent	60.97%	38.36%
Design Site Percent	92.19%	61.64%

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# Attachment E

## Site Photos

**Attachment E: Taylor Morrison Site Photos**

**Jefferson Center Metropolitan District No.1 Cost Certification Report #14**



Phase 1B facing Northeast



Phase 1B facing Northwest



Phase 2 Facing Southeast



Phase 1A facing Northeast



Phase 2 facing North



Phase 1B Facing West



Phase 1A Aerial facing East



Phase 1A Facing Southeast

# Jefferson Center Metropolitan District No. 1 Cost Certification



**Report #15**  
**January 2023**



1626 Cole Blvd, Suite 125  
Lakewood, CO 80401



# Jefferson Center Metropolitan District No. 1 Cost Certification

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January 24, 2023

Jefferson Center Metropolitan District No. 1  
McGeady Becher, P.C.  
450 E 17th Avenue, Suite 400  
Denver, CO 80203-1254

## **JEFFERSON CENTER METROPOLITAN DISTRICT NO. 1 COST CERTIFICATION REPORT #15**

### **INTRODUCTION**

Independent District Engineering Services, LLC (Engineer) was hired by the Jefferson Center Metropolitan District No.1 (District) to provide review of public expenditures paid by Taylor Morrison of Colorado, Inc. (Developer). Pursuant to the Waiver of Rights to Reimbursement agreement and the Payment Directive Pertaining to Certified Costs for Trailstone Filing No. 1 Public Improvements agreement, Cimarron Commercial, LLC should receive the reimbursement from district-eligible improvements. This is to summarize and report the expenditures for the Trailstone development located in the City of Arvada, Colorado (Project). This Cost Certification report summarizes the Engineer's approach and findings for the Project.

The expenditures for public improvements discussed in this report were paid for by the Developer and are being certified as District eligible in the amount of **\$1,421,448.56**.

This report generally covers the areas shown on Attachment A and includes expenditures related to planning, design, grading, and water system Improvements.

### **GOVERNING DOCUMENTS**

The following governing documents were used in determining recommendations for District eligible expenses:

- Amended and Restated Service Plan for Jefferson Center Metropolitan District No.1 Prepared by McGeady Sisneros. Dated February 20, 2004.
- Facilities Funding and Acquisition Agreement, between Jefferson Center Metropolitan District No.1 and Cimarron Development Company. Dated February 27, 2018.
- First Amendment to Facilities Funding and Acquisition Agreement, between Jefferson Center Metropolitan District No.1 and Cimarron Development Company. Dated June 15, 2021.
- Second Amendment to Facilities Funding and Acquisition Agreement, between Jefferson Center Metropolitan District No.1 and Cimarron Development Company, entered July 27, 2022.
- Purchase and Sale Agreement, Between Taylor Morrison of Colorado, Inc. and Cimarron Commercial, LLC. Dated January 30, 2020.
- Waiver of Rights to Reimbursement, by Taylor Morrison of Colorado Inc., dated April 18<sup>th</sup> 2022
- Payment Directive Pertaining to Certified Costs for Trailstone Filing No. 1 Public Improvements, By Cimarron Development Company, dated April 25, 2022.

The Engineer used the above governing documents only as a general guideline for eligibility in certification of costs.

### **ACTIVITIES CONDUCTED**

For this report, the following activities were performed:

- Governing documents provided by the District and the Developer were reviewed as the basis for recommendation for this report.
- Invoices provided by the Developer were reviewed. A summary was created and is attached as Attachment C.

- Contact was made with Developer to verify knowledge of the work or services performed.
- Some contract unit items were compared to other projects in Colorado.

## **ASSUMPTIONS**

Due to the specific scope authorized for this report, the following assumptions were made.

- It is our understanding that the Developer will be responsible for all Storm Water Management Practice (SWMP) activities until the conditions of State and Local permits are met. No SWMP inspections or recommendations were conducted as part of this report.
- It is assumed that the contractors have obtained all SWMP permitting in the name of the Developer.
- It is our understanding that all local jurisdiction acceptances will be completed by the Developer as required by applicable Facilities Funding and Acquisition Agreements. The District shall have no obligations for local jurisdiction acceptance of infrastructure financed by the District.
- It is assumed that the Developer has obtained or will obtain final unconditional lien waivers from all contractors performing work or consultants providing services for the Project. It is our recommendation these lien waivers be provided to the District.
- Costs presented do not represent the entire contract value, but rather a portion of the costs that are attributable to public improvements as defined in the Service Plan. Expenditures that pertain to both District land and private lots are based on land percentage area for the project area. See Attachment C for the percentages. These percentages were used for work such as earthwork, SWMP activities, and planning.
- Expenditures that did not have enough information to be verified with this report may be verified in a future report.
- Nothing in this report shall be construed as acceptance of any public infrastructure by any governmental entity, including but not limited to the District. The Developer remains responsible for completing public improvements according to plan and obtaining the proper acceptance by any applicable governmental entity.
- This report was prepared with a realistic and reasonable analysis to estimate the public expenditures for the invoices provided. Engineer was engaged to provide a specific scope and not an elaborate analysis, should a more detailed analysis or submission of additional expenditures be completed an adjustment to our cost certification may be required.
- Hard improvement costs were considered eligible prior to acceptance by the appropriate entity, as the Developer has a surety in place for the improvements (pursuant to section 3.1 of the Second Amendment to Facilities Funding and Acquisition Agreement).

## **DISCUSSION**

This report consists of expenditures provided between August of 2022 and December of 2022. The improvements reviewed are generally represented in Attachments A and C.

### **Vendor Participation**

All contractors, consultants, and vendors whose invoice information was submitted, were evaluated for their participation on the Project and services performed, materials provided, or work completed. A summary of vendor participation is included as Attachment B.

### **Review of Invoices and Summary of Expenditures**

To provide a cost certification of District improvements, invoices provided by the Developer were reviewed. Invoice costs were allocated as District or Non-District and a summary is included as Attachment C. Invoices provided were reviewed to determine that the work and cost value were appropriated correctly, and that proof of payment was provided.

## SUMMARY OF EXPENDITURES BY CATEGORY AND SERVICE PLAN DIVISION

The table below provides a summary of expenditures by category and Service Plan division. The major elements of the improvements were allocated across these specific categories.

Eligible Amounts by Category		
Category	District Eligible Expenses	Percentage
Street Improvements	\$506,627.42	35.64%
Water Improvements	\$88,915.81	6.26%
Sanitation Improvements (Sanitary Sewer)	\$1,067.02	0.08%
Sanitation Improvements (Storm Sewer)	\$1,067.02	0.08%
Parks and Recreation Improvements	\$823,771.29	57.95%
Traffic and Safety Controls	\$0.00	0.00%
<b>TOTAL</b>	<b>\$1,421,448.56</b>	<b>100.00%</b>

## FIELD INVESTIGATION RESULTS

A field investigation was conducted in January 2023. Photos were taken of the Project to memorialize the status of the site at the time of this report and are included in Attachment D.

## RECOMMENDATION

In our professional opinion the expenditures for the improvements were reviewed and found to be reasonable. The costs of improvements are comparable to other similar projects in Colorado. At this time and based on the information provided, the Engineer certifies the expenditures provided by the Developer as District eligible expenditures as shown in Attachment C and subject to the level of review presented in this report. These expenditures are certified in the amount of **\$1,421,448.56**.

Should you have any questions or require further information please feel free to contact me.

Respectfully Submitted,  
Independent District Engineering Services, LLC



Chase Hanusa, P.E.

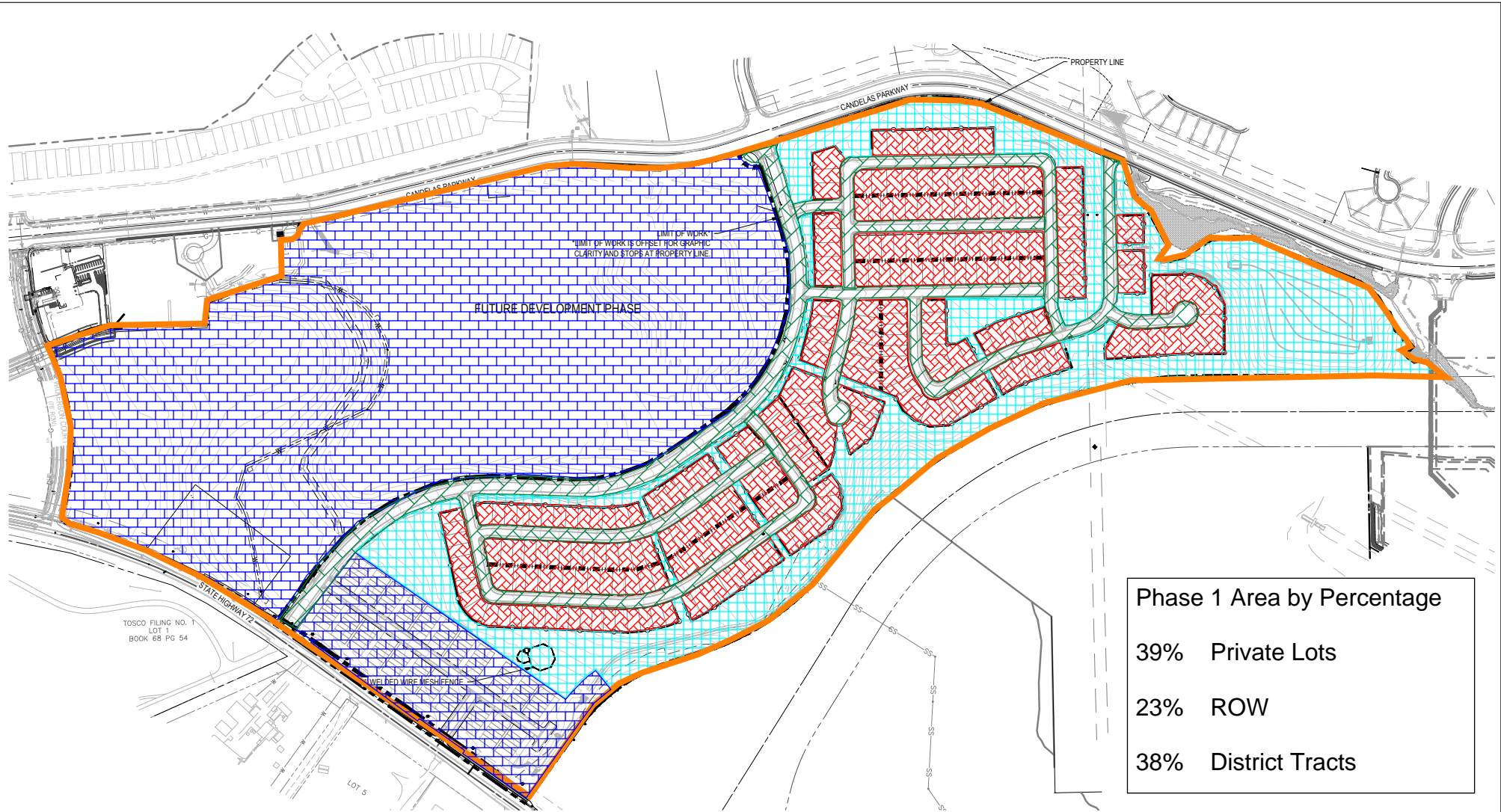
Attachments

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# Attachment A

## Site Map

# Attachment A: JCMD - Trailstone development Site Vicinity Map



## Legend

- Trailstone Development Area
- Future Development Area
- Phase 1 Private Lot Area
- Phase 1 ROW Area
- Phase 1 District Tract Area

Note: Areas shown are approximate and for visual representation only

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# Attachment B

## Vendor Participation

# Attachment B

## Vendor Participation

Following is a summary of the contractors, consultants and vendor participation in work and services for the report.

**A.G. Wassenaar, Inc.** Geotechnical engineering firm who provided soil compaction testing and reinforcing steel observation for the Project. Costs were determined to be both public and private in nature and eligible for public financing at the District site percent.

**AzTec Consultants, Inc.** Consultant responsible for providing surveying services. Expenditures for sub-excavation, overlot Grading, and KDPL improvements were both Public and Private in nature and considered eligible for public financing at the District site percentage.

**CMS Environmental Solutions, LLC.** Provided storm water inspections for the Project. Expenditures were for the benefit of both public and private improvements and determined to be eligible for public financing at the District site percent.

**Kelly Trucking Inc.** Earthwork contractor responsible for the grading, KDLP improvements, and erosion sediment control improvements on site. Expenditures related to overlot grading, KDLP improvements, and erosion control were considered eligible for public financing at the District site percent.

**Martin/Martin Inc.** Civil Engineering firm who provided design & planning services for the Project. The expenditures related to the KDPL, construction admin, and site planning were considered eligible for public financing at the District site percent. Civil CDs were considered eligible at the District design percent. Expenditures related to the townhome amendments and dry utilities were considered not eligible.

**Norris Design Inc.** Landscaping architecture group who assisted in project branding, project site planning, and lot plans. Costs related to project branding and lot plans were considered not eligible for public financing. Expenditures related to site planning was considered eligible for public financing at the District site percent. Expenditures related to tract and ROW landscaping was considered eligible for public financing.



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# Attachment C

## Expenditure Data

Attachment C

**JEFFERSON CENTER METROPOLITAN DISTRICT NO. 1  
Engineer's Summary for Cost Certification Report #15**

Invoice ID	Invoice Date	Invoice Provided	Check Date	Check No.	Description	Invoiced Amount	District Eligible Expenses	Non-Eligible Expenses	Notes
<b>A.G. Wassenaar, Inc</b>									
355455	08/31/22	Yes	10/10/22	60000-ET052031	Geotechnical Engineering	\$6,765.00	\$4,124.45	\$2,640.55	KDPL observation at site percent
355456	08/31/22	Yes	10/10/22	60000-ET052031	Geotechnical Engineering	\$15,150.00	\$9,236.58	\$5,913.42	Compaction testing at site percent
356638	09/30/22	Yes	10/10/22	60000-ET052031	Geotechnical Engineering	\$22,455.00	\$13,690.26	\$8,764.74	Compaction testing at site percent
356639	09/30/22	Yes	10/10/22	60000-ET052031	Geotechnical Engineering	\$15,080.00	\$9,193.90	\$5,886.10	KDPL observation at site percent
358043	10/26/22	Yes	11/14/22	60000-ET052480	Geotechnical Engineering	\$4,405.00	\$2,685.62	\$1,719.38	KDPL observation at site percent
358044	10/26/22	Yes	11/14/22	60000-ET052480	Geotechnical Engineering	\$15,645.00	\$9,538.37	\$6,106.63	Compaction testing at site percent
<b>Subtotal A.G. Wassenaar, Inc</b>						<b>\$79,500.00</b>	<b>\$48,469.19</b>	<b>\$31,030.81</b>	
<b>Aztec Consultants, Inc.</b>									
139153	11/16/22	Yes	12/19/22	60000-ET053004	Surveying Services	\$6,345.00	\$3,868.39	\$2,476.61	overlot grading at site percent
<b>Subtotal Aztec Consultants, Inc.</b>						<b>\$6,345.00</b>	<b>\$3,868.39</b>	<b>\$2,476.61</b>	
<b>CMS Environmental Solutions</b>									
143662	12/01/22	Yes	12/19/22	60000-ET053005	Stormwater Inspection Services	\$395.00	\$240.82	\$154.18	Stormwater inspection at site percent
<b>Subtotal CMS Environmental Solutions</b>						<b>\$395.00</b>	<b>\$240.82</b>	<b>\$154.18</b>	
<b>Kelley Trucking Inc.</b>									
Pay App No. 8	09/30/22	Yes	10/10/22	60000-00042588	Earthwork Contractor	\$1,145,768.77	\$698,546.91	\$447,221.86	Earthwork, KDPL, and Erosion Control eligibly at Site Percent
Pay App No. 9	10/28/22	Yes	11/18/22	60000-00042987	Earthwork Contractor	\$1,088,151.61	\$627,805.82	\$460,345.79	Earthwork, KDPL, and Erosion Control eligibly at Site Percent; fuel surcharge not eligible
<b>Subtotal Kelley Trucking Inc.</b>						<b>\$2,233,920.38</b>	<b>\$1,326,352.73</b>	<b>\$907,567.65</b>	
<b>Martin/Martin Inc.</b>									
20.0109-00038	11/01/22	Yes	11/18/22	60000-00042988	Engineering Design Services	\$25,985.00	\$3,039.23	\$22,945.77	Townhome amendment not eligible; CA at site percent
20.0109-00039	11/28/22	Yes	12/19/22	60000-00043290	Engineering Design Services	\$33.00	\$20.12	\$12.88	Site visit at site percent
20.0109-00040	11/28/22	Yes	12/19/22	60000-00043290	Engineering Design Services	\$33,680.00	\$22,657.23	\$11,022.77	CD's at design percent; CA and Phase docs at site percent
<b>Subtotal Martin/Martin Inc.</b>						<b>\$59,698.00</b>	<b>\$25,716.58</b>	<b>\$33,981.42</b>	
<b>Norris Design, Inc.</b>									
1-76130	09/30/22	Yes	11/14/22	60000-ET052486	Planning and Landscaping Design Services	\$980.00	\$551.76	\$428.24	Signage at site percent; massing study not eligible
1-76520	09/30/22	Yes	11/14/22	60000-ET052486	Planning and Landscaping Design Services	\$7,277.05	\$5,041.10	\$2,235.95	Townhomes not eligible; site plan at site percent
1-76722	10/31/22	Yes	11/28/22	60000-ET052700	Planning and Landscaping Design Services	\$536.25	\$326.94	\$209.31	Signage at site percent
1-77221	10/31/22	Yes	12/19/22	60000-ET053012	Planning and Landscaping Design Services	\$7,962.90	\$2,214.50	\$5,748.40	Townhomes not eligible
1-77888	11/30/22	Yes	12/19/22	60000-ET053012	Planning and Landscaping Design Services	\$15,058.00	\$8,666.56	\$6,391.44	Townhomes not eligible
<b>Subtotal Norris Design, Inc.</b>						<b>\$31,814.20</b>	<b>\$16,800.85</b>	<b>\$15,013.35</b>	
<b>TOTAL</b>						<b>\$2,411,672.58</b>	<b>\$1,421,448.56</b>	<b>\$990,224.02</b>	

"District Eligible Expenses" is the amount being recommended for reimbursement from the District  
 "Non Eligible Expenses" is the difference between the Invoiced Amount and the District Portion  
 These amounts do not include interest

Applied Percentages	
Eligible Site Percent	60.97%
Eligible Design Site Percent	92.19%

---

# Attachment D

## Site Photos

**Attachment D: Taylor Morrison Site Photos**

**Jefferson Center Metropolitan District No.1 Cost Certification Report #15**



Phase 1B facing Northeast



Phase 1B facing Northwest



Phase 2 Facing Southeast



Phase 1A facing Northeast



Phase 2 facing North



Phase 1B Facing West



Phase 1A Aerial facing East



Phase 1A Facing Southeast