

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 SPECIAL 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 | 2022/May 2022 |
| Charles Church McKay | Assistant Secretary | 2023/May 2023 |
| Diana K. Ten Eyck | Assistant Secretary | 2023/May 2023 |
| Steve Nading | Assistant Secretary | 2022/May 2022 |
| David Solin | Secretary | |

DATE January 26, 2021 (Tuesday)

TIME: 9:30 A.M.

PLACE: **Zoom Meeting: Due to the State of Emergency declared by Governor Polis and the threat to health and safety posed by the COVID-19 pandemic, this meeting is being held via Zoom Video/Telephone Conference and may be joined as follows:**

Join Zoom Meeting

<https://zoom.us/j/9177576515?pwd=Z05XZU5ZRUtHZEVtMWY0ZlcrMVB6UT09>

Meeting ID: 917 7576 5515

Passcode: 337805

Dial In -1-253-215-8782

I. ADMINISTRATIVE MATTERS

A. Present Disclosures of Potential Conflicts of Interest.

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

C. Review and approve Minutes of the November 17, 2020 Special Meeting (enclosure).

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. 34 to the Contract between the District and Premier Earthworks & Infrastructure for irrigation repairs, for a decrease in the amount of <\$6,476.83>.
 - Ratify approval of Contract between the District and Legacy Traffic Management for Traffic Control.
 - Ratify approval of Work Order No. 1 to the Contract between the District and Legacy Traffic Management for Traffic Control on Highway 72, in the amount of \$7,220.
 - Ratify approval of Work Order No. 2 to the Contract between the District and Legacy Traffic Management for Traffic Control on West 96th Avenue and Indiana Street, in the amount of \$2,930.
 - Ratify approval of Task Order No. 2-A8 to the Service Agreement between the District and Martin/Martin, Inc., for Candelas Medical Engineering – Amendment No. 8, in the amount of \$900.
 - Ratify approval of Task Order No. 26-A1 to the Service Agreement between the District and Martin/Martin, Inc., for Hwy 72 Waterline – Amendment #1, in the amount of \$53,815.
 - Ratify approval of Task Order No. 27 to the Service Agreement between the District and Martin/Martin, Inc., Candelas Consolidated Drainage Due Diligence, in the amount of \$25,000.
 - Ratify approval of Task Order No. 4 to the Service Agreement for Project Management Services between the District and Papillon, LLC, for District Management fees, in the amount of \$160,000.
 - Ratify approval of Change Order to the Service Agreement between the District and Martin/Martin, Inc., dated May 25, 2017, for Colorado Highway 72 Parcel P5 Widening, in the amount of \$90,500.
 - Ratify approval of Change Order to the Service Agreement between the District and Martin/Martin, Inc., dated May 25, 2017, for Colorado Highway 72/93 Parcels P1 & P3 Widening, in the amount of \$200,500.
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IV. FINANCIAL MATTERS

- A. Review and consider approval of the payment of claims through the period ending December 10, 2020, in the amount of \$593,958.03, January 20, 2021, in the amount of \$481,559.14, Special Check dated December 21, 2020, in the amount of \$348,320.39 and Special Check dated January 6, 2021, in the amount of \$70,368.35 (enclosures).
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- B. Review and accept cash position statement as of January 19, 2021 (enclosure).
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- C. Review Expense Tracking Report (enclosure) and consider approval of District Expenditures Verification Report (enclosure).
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- D. Review forecast of General Fund Revenues and Expenditures (enclosure).
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V. MANAGEMENT MATTERS

- A. Discuss status of Water Allocations and Facilities Fees Collections (enclosure).
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- B. Discuss status of FEMA Grant Close-Out.
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VI. LEGAL MATTERS

- A. **Post-Closing Agreement and Escrow Instructions (Phase One Improvements) by and among the District, Cimarron Development Company, Sisters of Charity of Leavenworth Health System, Inc., and First American Title Insurance Company (“Phase One Agreement”); and Post-Closing Agreement and Escrow Instructions (Phase Two Improvements) by and among the same parties (“Phase Two Agreement”):**

- 1. Discuss status of construction under the Phase One Agreement and Phase Two Agreement.
 - a. Consider ratifying approval of District Engineer’s Verification of Expenditures for Candelas Medical Phase One Improvements dated _____, 2020 in the amount of \$_____.

 - b. Consider ratifying approval of District Engineer’s Verification of Expenditures for Candelas Medical Phase Two Improvements dated _____, 2020 in the amount of \$_____.

 - c. Consider ratifying approval of Disbursement Request No. __ under the Phase One Agreement in the amount of \$_____.

 - d. Consider ratifying approval of Disbursement Request No. __ under the Phase Two Agreement in the amount of \$_____.

- B. Discuss status of Purchase and Sale Agreement (Water Tank Site) by and between the City of Arvada, Jefferson Center Metropolitan District No. 1, and acknowledged by Jefferson Center Metropolitan District No. 2.
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- 1. Discuss and consider approval of Purchase and Sale Agreement (Water Tank Site) by and between Cimarron Commercial, LLC and Jefferson Center Metropolitan District No. 1 (to be distributed).
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- C. Discuss and consider approval of Special Warranty Deed from Cimarron Development Company to Jefferson Center Metropolitan District No. 1, conveying Tracts A and B, Block 2, Candelas Medical Filing No. 1 (to be distributed).
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- 1. Discuss and consider approval of Agreement Regarding Conveyance of Future Right-of-Way between Cimarron Development Company and Jefferson Center Metropolitan District No. 1 (to be distributed).
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- D. Discuss and consider approval of License Agreement among Cimarron Development Company, Cimarron Commercial, LLC, Cimarron Residential, LLC, and Jefferson Center Metropolitan District No. 1 (to be distributed).
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- E. Discuss anticipated 2023 bond issuance.
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VII. CONSTRUCTION MATTERS

- A. Review Construction Status Report.
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- B. Consider approval of contracts, work orders and change orders.
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VIII. CAPITAL IMPROVEMENTS

- A. _____
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IX. OTHER BUSINESS

- A. _____
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X. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR
FEBRUARY 23, 2021.**

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE JEFFERSON CENTER METROPOLITAN DISTRICT NO. 1 HELD NOVEMBER 17, 2020

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, November 17, 2020, at 9:30 a.m. Due to concerns regarding the spread of the coronavirus (COVID-19) and the benefits to the control of the spread of the virus by limiting in-person contact, the District Board meeting was held by video/telephone conference with all participants attending via video/teleconference. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

Jeff Nading
Charles Church McKay
Diana K. Ten Eyck
Steven Nading

Following discussion, upon motion duly made by Director Steven Nading, seconded by Director Ten Eyck and, upon vote, unanimously carried, the absence of Director Gregg Bradbury was excused, and Director McKay was appointed as Acting President for the meeting.

Also In Attendance Were:

David Solin; Special District Management Services, Inc.

Megan Becher, Esq. (for a portion of the meeting) and Emily Murphy, Esq.; McGeady Becher P.C.

Joy Tatton; Simmons & Wheeler, P.C.

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

Brandon Dooling; Golden Triangle Construction, Inc.

Terry Ten Eyck; Canyon Pines Metropolitan District

DISCLOSURE OF POTENTIAL CONFLICTS OF

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

RECORD OF PROCEEDINGS

INTEREST

Board of Directors and to the Secretary of State. Mr. Solin 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 Murphy noted that all Directors' Disclosure Statements had been filed and that no additional conflicts were disclosed at the meeting.

ADMINISTRATIVE MATTERS

Agenda: Mr. Solin 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 Steven Nading, seconded by Director Ten Eyck and, upon vote, unanimously carried, the agenda was approved, as amended.

Location/Manner of Meeting: 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, due to concerns regarding the spread of the coronavirus (COVID-19) and the benefits to the control of the spread of the virus by limiting in-person contact, 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/manner 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 October 27, 2020 Special Meeting.

Following discussion, upon motion duly made by Director Jeff Nading, seconded by Director Ten Eyck and, upon vote, unanimously carried, the minutes of the October 27, 2020 Special Meeting were approved, as presented.

Resolution No. 2020-11-01, Resolution Establishing Regular Meeting Dates, Time and Location and Designating Location for Posting of 24-Hour Notices: The Board considered Resolution No. 2020-11-01, Resolution Establishing Regular Meeting Dates, Time and Location and Designating Location for Posting of 24-Hour Notices.

Mr. Solin reviewed the business to be conducted in 2021 to meet the statutory compliance requirements. Following discussion, the Board

RECORD OF PROCEEDINGS

determined to meet on the fourth Tuesday of every month at 9:30 a.m. at Special District Management Services, Inc., 141 Union Boulevard, Suite 150, Lakewood, Colorado, 80228.

Following review, upon motion duly made by Director Ten Eyck, seconded by Director Jeff Nading and, upon vote, unanimously carried, the Board adopted Resolution No. 2020-11-01, Resolution Establishing Regular Meeting Dates, Time and Location and Designating Location for Posting of 24-Hour Notices.

§32-1-809, C.R.S. Reporting Requirements, Mode of Eligible Elector Notification for 2021: The Board discussed §32-1-809 reporting requirements and mode of eligible elector notification for 2021.

Following discussion, upon motion duly made by Director McKay, seconded by Director Ten Eyck and, upon vote, unanimously carried the Board determined to post the required transparency notice information to the Special District Association's website and the District's website.

Insurance Renewal: Following discussion, upon motion duly made by Director Jeff Nading, seconded by Director Steven Nading and, upon vote, unanimously carried the Board approved renewing the District's insurance coverage and the renewal of the District's Special District Association membership.

PUBLIC COMMENT

There were no public comments.

CONSENT AGENDA

The Board considered the following actions:

- Ratify approval of Contract between the District and Powell Restoration, Inc. for Erosion Control, in the amount of \$22,906.56.
- Ratify approval of Contract between the District and Standard Fence Company, for Fencing, in the amount of \$35,875.
- Ratify approval of Change Order No. 3 to the Contract between the District and NRE Excavating Inc., for Big Dry Creek Bore Extension, Water Main Additional Items, in the amount of \$26,146.
- Ratify approval of Task Order No. 16-A1 to the Master Service Agreement for Construction Observation and Materials Testing Services between the District and CTL/Thompson, Inc., for West 91st Drive Subgrade Investigation & Pavement Design, Amendment No. 1, in the amount of \$1,650.

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- Ratify approval of Task Order No. 1 to the Contract between the District and Badger Daylighting Corp., for Potholing, in the amount of \$10,000.
- Ratify approval of Task Order No. 17 to the Master Service Agreement for Civil Engineering and Surveying Services between the District and Galloway & Company, Inc., for Joyce Street, in the amount of \$13,550.
- Ratify approval of Task Order No. 10 to the Service Agreement for Traffic Engineering Services between the District and Kimley-Horn and Associates, Inc., for Master Traffic Impact Study Candelas Rezone, in an amount not to exceed \$8,800.
- Consider approval of Task Order No. 2-A7 to the Service Agreement between the District and Martin/Martin, Inc., for Candelas Medical Engineering – Amendment No. 7, in the amount of \$6,000.
- Consider approval of Task Order No. 3 to the Master Service Agreement between the District and SWCA Environmental Consultants, for CLOMR for Joyce Street Culvert Crossing, in the amount of \$8,310.
- Consider approval of Task Order No. 8 to the Service Agreement, between the District and Wyoco Erosion Control, Inc., for Erosion Control, in the amount of \$36,000.

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

FINANCIAL MATTERS

Claims: The Board considered ratification/approval of the payment of claims through the period ending November 11, 2020, in the amount of \$776,496.17.

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

Cash Position Statement: Ms. Tatton reviewed with the Board the cash position statement as of November 11, 2020.

Following discussion, upon motion duly made by Director Ten Eyck, seconded by Director Jeff Nading and, upon vote, unanimously carried, the Board accepted the cash position statement as of November 11, 2020.

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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 November 2020,” which summarizes IDES’ review and verification of the expenditures of the District for November 2020 related to certain District construction contracts. The Verification Report identified \$776,496.17 of District Eligible Expenses and \$-0- of Non-Eligible Expenses.

Following discussion, upon motion duly made by Director Steven Nading, seconded by Director Jeff Nading and, upon vote, unanimously carried, the Board determined to accept the District Eligible Expenses in the amount of \$776,496.17.

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

2020 Audit: The Board reviewed the proposal from Fiscal Focus Partners LLC to perform the 2020 Audit.

Following discussion, upon motion duly made by Director Steven Nading, seconded by Director Ten Eyck and, upon vote, unanimously carried, the Board approved the engagement of Fiscal Focus Partners LLC to perform the 2020 Audit, for an amount not to exceed \$5,350.

2020 Budget Amendment Hearing: The Acting President opened the public hearing to consider the Resolution to Amend the 2020 Budget and discuss related issues.

It was noted that publication of Notice stating that the Board would consider adoption of a Resolution to Amend the 2020 Budget and the date, time and place of the public hearing was made in a newspaper having general circulation within the District. No written objections were received prior to this public hearing. There were no comments from the public in attendance and the public hearing was closed.

Following discussion, it was determined that an amendment to the 2020 Budget was not necessary.

2021 Budget Hearing: The Acting President opened the public hearing to consider the proposed 2021 Budget and discuss related issues.

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It was noted that publication of Notice stating that the Board would consider adoption of the 2021 Budget and the date, time and place of the public hearing was made in a newspaper having general circulation within the District. No written objections were received prior to this public hearing. No public comments were received, and the public hearing was closed.

Ms. Tatton reviewed the estimated 2020 expenditures and the proposed 2021 expenditures.

Following discussion, the Board considered the adoption of Resolution No. 2020-11-02 to Adopt the 2021 Budget and Appropriate Sums of Money and Resolution No. 2020-11-03 to Set Mill Levies (for the General Fund at 5.025 mills and the Debt Service Fund at 50.251 mills, for a total mill levy of 55.276 mills). Upon motion duly made by Director Jeff Nading, seconded by Director Steven Nading and, upon vote, unanimously carried, the Resolutions were adopted, as discussed, and execution of the Certification of Budget and Certification of Mill Levies was authorized, subject to receipt of final Certification of Assessed Valuation from the County on or before December 10, 2020. Mr. Solin was authorized to transmit the Certification of Mill Levies to the Board of County Commissioners of Jefferson County not later than December 15, 2020. Mr. Solin was also authorized to transmit the Certification of Budget to the Division of Local Government not later than January 30, 2021. Copies of the adopted Resolutions are attached to these minutes and incorporated herein by this reference.

Resolution Authorizing Adjustment of the District Mill Levy in Accordance with the Colorado Constitution, Article X, Section 3: The Board reviewed Resolution No. 2020-11-04, Resolution Authorizing Adjustment of the District Mill Levy in Accordance with the Colorado Constitution, Article X, Section 3.

Following discussion, upon motion duly made by Director Jeff Nading, seconded by Director Steve Nading and, upon vote, unanimously carried, the Board adopted Resolution No. 2020-11-04, Resolution Authorizing Adjustment of the District Mill Levy in Accordance with the Colorado Constitution, Article X, Section 3. A copy of the adopted Resolution is attached to these minutes and incorporated herein by this reference.

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

RECORD OF PROCEEDINGS

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

Preparation of the 2022 Budget: The Board discussed the preparation of the 2022 Budget.

Following discussion, upon motion duly made by Jeff Nading, seconded by Director Steve Nading and, upon vote, unanimously carried, the Board appointed the District Accountant to prepare the 2022 Budget and set the date for the public hearing for the November 23, 2021 Board meeting.

MANAGEMENT MATTERS

Water Allocations and Facilities Fees Collections: Mr. Solin reviewed the status of water allocations and facilities fees billing and collection with the Board.

FEMA Grant Close-Out: There were no updates at this time.

LEGAL MATTERS

Post-Closing Agreement and Escrow Instructions (Phase One Improvements) by and among the District, Cimarron Development Company, Sisters of Charity of Leavenworth Health System, Inc., and First American Title Insurance Company (“Phase One Agreement”); and Post-Closing Agreement and Escrow Instructions (Phase Two Improvements) by and among the same parties (“Phase Two Agreement”):

Construction under the Phase One Agreement and Phase Two Agreement: Mr. Back discussed with the Board the status of construction under the Phase One Agreement and Phase Two Agreement.

Verification of Expenditures for Candelas Medical Phase One Improvements: No verification reports were available for presentation to the Board.

Verification of Expenditures for Candelas Medical Phase Two Improvements: No verification reports were available for presentation to the Board.

Disbursement Requests under the Phase One Agreement: No disbursement requests were available for presentation to the Board.

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Disbursement Requests under the Phase Two Agreement: No disbursement requests were available for presentation to the Board.

Status of Organization of New Districts: There were no updates at this time.

Purchase and Sale Agreement (Water Tank Site) by and between the City of Arvada, Jefferson Center Metropolitan District No. 1, and acknowledged by Jefferson Center Metropolitan District No. 2: Attorney Murphy reported to the Board that counsel has received comments on the proposed agreement from the City of Arvada. There were no additional updates at this time.

2023 Bond Issuance: The Board deferred discussion.

Request from Mountain Shadows Metropolitan District (“MSMD”) for potential joint landscape maintenance plan for the tree lawns at the intersection of Indiana Street and West 90th Avenue: Attorney Murphy discussed with the Board the request from MSMD for a potential joint landscape maintenance plan for the tree lawns at the intersection of Indiana Street and West 90th Avenue. It was noted that the maintenance responsibility for such tree lawns lies with the property owner. As such, the Board determined to take no action regarding this matter.

CONSTRUCTION MATTERS

Construction Status Report: Mr. Back reviewed with the Board the Project Status Report dated November 17, 2020. 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. 34 to the Contract between the District and Premier Earthworks & Infrastructure for irrigation repairs, for a decrease in the amount of <\$6,476.83>.
- Consider approval of Contract between the District and Legacy Traffic Management for Traffic Control.
- Consider approval of Work Order No. 1 to the Contract between the District and Legacy Traffic Management for Traffic Control on Highway 72, in the amount of \$7,220.
- Consider approval of Work Order No. 2 to the Contract between the District and Legacy Traffic Management for Traffic Control on West 96th Avenue and Indiana Street, in the amount of \$2,930.
- Consider approval of Task Order No. 2-A8 to the Service Agreement between the District and Martin/Martin, Inc., for

RECORD OF PROCEEDINGS

Candelas Medical Engineering – Amendment No. 8, in the amount of \$900.

- Consider approval of Task Order No. 26-A1 to the Service Agreement between the District and Martin/Martin, Inc., for Hwy 72 Waterline – Amendment #1, in the amount of \$53,815.
- Consider approval of Task Order No. 27 to the Service Agreement between the District and Martin/Martin, Inc., Candelas Consolidated Drainage Due Diligence, in the amount of \$25,000.
- Consider approval of Task Order No. 4 to the Service Agreement for Project Management Services between the District and Papillon, LLC, for District Management fees, in the amount of \$160,000.

Following discussion, upon motion duly made by Director Jeff Nading, seconded by Director McKay and, upon vote, unanimously carried, the Board approved (or ratified approval of, as appropriate) the Contracts, Change Orders, Task Orders and Work Orders listed above.

Change Order to the Service Agreement between the District and Martin/Martin, Inc., dated May 25, 2017, for Colorado Highway 72 Parcel P5 Widening, in the amount of \$90,500: Director Jeff Nading reviewed with the Board a Change Order to the Service Agreement between the District and Martin/Martin, Inc., dated May 25, 2017, for Colorado Highway 72 Parcel P5 Widening, in the amount of \$90,500.

Following discussion, upon motion duly made by Director Ten Eyck, seconded by Director McKay and, upon vote, unanimously carried, the Board approved the Change Order to the Service Agreement between the District and Martin/Martin, Inc., dated May 25, 2017, for Colorado Highway 72 Parcel P5 Widening, in the amount of \$90,500.

Change Order to the Service Agreement between the District and Martin/Martin, Inc., dated May 25, 2017, for Colorado Highway 72/93 Parcels P1 & P3 Widening, in the amount of \$200,500: Director Jeff Nading reviewed with the Board a Change Order to the Service Agreement between the District and Martin/Martin, Inc., dated May 25, 2017, for Colorado Highway 72/93 Parcels P1 & P3 Widening, in the amount of \$200,500.

Following discussion, upon motion duly made by Director Ten Eyck, seconded by Director McKay and, upon vote, unanimously carried, the Board approved the Change Order to the Service Agreement between the District and Martin/Martin, Inc., dated May 25, 2017, for Colorado Highway 72/93 Parcels P1 & P3 Widening, in the amount of \$200,500.

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**CAPITAL
IMPROVEMENTS**

There were no capital improvements matters presented.

OTHER BUSINESS

There was no other business at this time.

ADJOURNMENT

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

Respectfully submitted,

By: _____
Secretary for the Meeting

| Account | PO/Cont | Check # | Invoice | Date | Date Paid | Description | Amount |
|--------------|-----------------|---------|------------|-------------------------------------|------------|---------------------------|-------------|
| 03-000-07840 | 0 | 10913 | Various | 11/16/2020 | 12/10/2020 | Candelas Med District | 55,522.35 |
| | **** TOTAL **** | | | Martin/Martin | | | 55,522.35 |
| 03-000-07500 | 0 | 10914 | 94029 | 11/12/2020 | 12/10/2020 | Candelas Point | 1,680.00 |
| | **** TOTAL **** | | | Galloway & Company, Inc. | | | 1,680.00 |
| 03-000-07500 | 0 | 10915 | Pay App 19 | 11/25/2020 | 12/10/2020 | Landscaping | 666.67 |
| 03-000-03311 | 0 | 10915 | Pay App 19 | 11/25/2020 | 12/10/2020 | Retainage Landscaping | (33.34) |
| | **** TOTAL **** | | | BrightView Landscape Services | | | 633.33 |
| 03-000-07800 | 0 | 10916 | 08552 | 11/30/2020 | 12/10/2020 | November 2020 | 16,415.04 |
| 01-000-07800 | 0 | 10916 | 08552 | 11/30/2020 | 12/10/2020 | November 2020 | 250.00 |
| | **** TOTAL **** | | | IDES, LLC | | | 16,665.04 |
| 03-000-07500 | 0 | 10917 | 1914,1925 | 11/25/2020 | 12/10/2020 | Erosion Control | 750.00 |
| | **** TOTAL **** | | | WYOCO Erosion Control, Inc. | | | 750.00 |
| 03-000-07800 | 0 | 10918 | 1171 | 11/19/2020 | 12/10/2020 | October Eligible Expenses | 31,059.85 |
| | **** TOTAL **** | | | Papillon LLC | | | 31,059.85 |
| 03-000-07800 | 0 | 10919 | SWAP0545 | 11/30/2020 | 12/10/2020 | October Storm Water Mgmt | 2,877.19 |
| | **** TOTAL **** | | | Storm Water Asset Protection, LLC | | | 2,877.19 |
| 03-000-07500 | 0 | 10920 | Pay App 24 | 10/25/2020 | 12/10/2020 | Grading, Utilites, Paving | (6,476.83) |
| 03-000-03311 | 0 | 10920 | Pay App 24 | 10/25/2020 | 12/10/2020 | Retainage Grading, Utilit | 235,081.32 |
| | **** TOTAL **** | | | Premier Earthworks & Infrastructure | | | 228,604.49 |
| 03-000-07840 | 0 | 10921 | 01-62165 | 10/30/2020 | 12/10/2020 | Engineering | 97.50 |
| | **** TOTAL **** | | | Norris Design | | | 97.50 |
| 03-000-07840 | 0 | 10922 | 118809 | 11/16/2020 | 12/10/2020 | October Engineering | 1,393.33 |
| | **** TOTAL **** | | | SWCA Incorporated | | | 1,393.33 |
| 03-000-07500 | 0 | 10923 | Pay App 5 | 11/25/2020 | 12/10/2020 | Retaining Walls | 98,605.31 |
| 03-000-03311 | 0 | 10923 | Pay App 5 | 11/25/2020 | 12/10/2020 | Retainage Retaining Wall | (4,930.26) |
| | **** TOTAL **** | | | Miller Wall Company | | | 93,675.05 |
| 03-000-07500 | 0 | 10924 | Pay App 2 | 11/25/2020 | 12/10/2020 | Candelas Pk & Indiana St | 82,545.00 |
| 03-000-03311 | 0 | 10924 | Pay App 2 | 11/25/2020 | 12/10/2020 | Retainage - Candelas PK | (4,127.25) |
| | **** TOTAL **** | | | KECI Colorado, Inc | | | 78,417.75 |
| 03-000-07500 | 0 | 10925 | 10161 | 11/09/2020 | 12/10/2020 | Traffic Control Plans | 70.00 |
| | **** TOTAL **** | | | Legacy Traffic Management | | | 70.00 |
| 03-000-07500 | 0 | 10926 | 5818 | 11/25/2020 | 12/10/2020 | Erosion Control | 9,278.88 |
| | **** TOTAL **** | | | Powell Restoration, Inc | | | 9,278.88 |
| 03-000-07500 | 0 | 10927 | Pay App #1 | 10/25/2020 | 12/10/2020 | Phase 2 Concrete & Paving | 60,936.19 |
| 03-000-03311 | 0 | 10927 | Pay App #1 | 11/25/2020 | 12/10/2020 | Retainage-Phase 2 C & P | (3,046.81) |
| | **** TOTAL **** | | | GH Phipps Construction Companies | | | 57,889.38 |

| Account | PO/Cont | Check # | Invoice | Date | Date Paid | Description | Amount |
|--------------|---------------------|---------|---------|-----------------------------|------------|---------------------------|------------|
| 01-000-06750 | 0 | 10928 | 10 599B | 10/31/2020 | 12/10/2020 | October Legal | 3,489.00 |
| | **** TOTAL **** | | | McGeady Becher P.C. | | | 3,489.00 |
| 01-000-06100 | 0 | 10929 | 11 20 | 11/30/2020 | 12/10/2020 | November Management | 1,223.61 |
| | **** TOTAL **** | | | Special District Management | | | 1,223.61 |
| 01-000-01380 | 0 | 10930 | POL5829 | 11/18/2020 | 12/10/2020 | 2021 Property & Liability | 4,056.00 |
| | **** TOTAL **** | | | Colorado Spec Dist P&L | | | 4,056.00 |
| 01-000-01380 | 0 | 10931 | 9308 | 11/19/2020 | 12/10/2020 | 2021 Agency Fee | 775.00 |
| | **** TOTAL **** | | | T Charles Wilson | | | 775.00 |
| 01-000-06850 | 0 | 10932 | 10482 | 11/13/2020 | 12/10/2020 | 11.12 Legal Publication | 28.40 |
| | **** TOTAL **** | | | Colorado Community Media | | | 28.40 |
| 01-000-07100 | 0 | 10933 | 135939 | 12/01/2020 | 12/10/2020 | November Grounds Service | 2,258.07 |
| 01-000-07110 | 0 | 10933 | 136022 | 12/02/2020 | 12/10/2020 | 11.24 Snow Removal | 475.00 |
| | **** TOTAL **** | | | Environmental Designs | | | 2,733.07 |
| 01-000-06170 | 0 | 10934 | 27543 | 10/31/2020 | 12/10/2020 | October Accounting | 3,038.81 |
| | **** TOTAL **** | | | Simmons & Wheeler P.C. | | | 3,038.81 |
| | *** GRAND TOTAL *** | | | | | | 593,958.03 |

| Account | PO/Cont | Check # | Invoice | Date | Date Paid | Description | Amount |
|-----------------------------------|---------|---------|------------|------------|------------|---------------------------|-------------|
| 01-000-06750 | 0 | 10937 | 11 599B | 11/30/2020 | 01/20/2021 | November Legal | 5,071.50 |
| 03-000-06750 | 0 | 10937 | 11 599B | 11/30/2020 | 01/20/2021 | November Legal | 1,559.00 |
| 03-000-06750 | 0 | 10937 | 12 599B | 12/31/2020 | 01/20/2021 | 12.20 Legal | 2,072.00 |
| 03-000-06180 | 0 | 10937 | 12 599B | 12/31/2020 | 01/20/2021 | 12.20 Legal | 3,566.00 |
| 01-000-06750 | 0 | 10937 | 12 599B | 12/31/2020 | 01/20/2021 | 12.20 Legal | 2,179.03 |
| **** TOTAL **** | | | | | | | 14,447.53 |
| McGeady Becher P.C. | | | | | | | |
| 01-000-06100 | 0 | 10938 | 12 20 SDMS | 12/31/2020 | 01/20/2021 | December Management | 808.30 |
| **** TOTAL **** | | | | | | | 808.30 |
| Special District Management | | | | | | | |
| 03-000-07840 | 0 | 10939 | various | 12/15/2020 | 01/20/2021 | Engineering | 69,401.30 |
| **** TOTAL **** | | | | | | | 69,401.30 |
| Martin/Martin | | | | | | | |
| 03-000-07500 | 0 | 10940 | 042,043 | 12/15/2020 | 01/20/2021 | Candelas Point | 4,412.85 |
| **** TOTAL **** | | | | | | | 4,412.85 |
| Galloway & Company, Inc. | | | | | | | |
| 03-000-07800 | 0 | 10941 | 08553 | 12/31/2020 | 01/20/2021 | December Engineering | 12,622.06 |
| 01-000-07800 | 0 | 10941 | 08553 | 12/31/2020 | 01/20/2021 | Operation and Oversight | 262.50 |
| **** TOTAL **** | | | | | | | 12,884.56 |
| IDES, LLC | | | | | | | |
| 03-000-07840 | 0 | 10942 | 527235 | 10/31/2019 | 01/20/2021 | Engineering - Indiana St | 1,650.00 |
| **** TOTAL **** | | | | | | | 1,650.00 |
| CTL Thompson | | | | | | | |
| 03-000-07800 | 0 | 10943 | 1207 | 01/04/2021 | 01/20/2021 | November Eligible Expense | 37,691.14 |
| **** TOTAL **** | | | | | | | 37,691.14 |
| Papillon LLC | | | | | | | |
| 03-000-07800 | 0 | 10944 | SWAP0517 | 12/31/2020 | 01/20/2021 | November Storm Water Mgmt | 3,146.68 |
| **** TOTAL **** | | | | | | | 3,146.68 |
| Storm Water Asset Protection, LLC | | | | | | | |
| 01-000-07110 | 0 | 10945 | 136290 | 12/17/2020 | 01/20/2021 | 12/13/2020 Snow Removal | 285.00 |
| 01-000-07100 | 0 | 10945 | 136527 | 12/29/2020 | 01/20/2021 | Median Maintenance | 10,899.38 |
| 01-000-07100 | 0 | 10945 | 136570 | 01/04/2021 | 01/20/2021 | January Grounds Services | 2,258.07 |
| **** TOTAL **** | | | | | | | 13,442.45 |
| Environmental Designs | | | | | | | |
| 03-000-07840 | 0 | 10946 | 01-62682 | 11/30/2020 | 01/20/2021 | Engineering | 130.00 |
| **** TOTAL **** | | | | | | | 130.00 |
| Norris Design | | | | | | | |
| 03-000-07840 | 0 | 10947 | 119955 | 12/14/2020 | 01/20/2021 | November Engineering | 1,417.54 |
| **** TOTAL **** | | | | | | | 1,417.54 |
| SWCA Incorporated | | | | | | | |
| 03-000-07500 | 0 | 10948 | Pay App #7 | 12/25/2020 | 01/20/2021 | Candelas Med Phase 2 | 42,850.00 |
| 03-000-03311 | 0 | 10948 | Pay App 7 | 12/25/2020 | 01/20/2021 | Retainage | (2,142.50) |
| **** TOTAL **** | | | | | | | 40,707.50 |
| NRE Excavating Inc. | | | | | | | |
| 03-000-07500 | 0 | 10949 | 2020-20 | 12/23/2020 | 01/20/2021 | Fence Install | 7,403.60 |
| **** TOTAL **** | | | | | | | 7,403.60 |
| Hogan Works | | | | | | | |
| 01-000-06170 | 0 | 10950 | 27738 | 11/30/2020 | 01/20/2021 | November Accounting | 5,348.01 |
| 01-000-06170 | 0 | 10950 | 27947 | 12/31/2020 | 01/20/2021 | 12.20 Accounting | 2,128.60 |
| **** TOTAL **** | | | | | | | 7,476.61 |
| Simmons & Wheeler P.C. | | | | | | | |

| Account | PO/Cont | Check # | Invoice | Date | Date Paid | Description | Amount |
|----------------------------------|---------|---------|------------|------------|------------|---------------------------|--------------|
| 03-000-07500 | 0 | 10951 | 1192,2034 | 12/28/2020 | 01/20/2021 | Traffic Control Managemen | 4,360.00 |
| **** TOTAL **** | | | | | | | 4,360.00 |
| Legacy Traffic Management | | | | | | | |
| 03-000-07500 | 0 | 10952 | 5880 | 12/29/2020 | 01/20/2021 | Erosion Control | 12,482.35 |
| **** TOTAL **** | | | | | | | 12,482.35 |
| Powell Restoration, Inc | | | | | | | |
| 03-000-07500 | 0 | 10953 | Pay App #2 | 12/25/2020 | 01/20/2021 | Phase 2 Concrete & Paving | 262,838.66 |
| 03-000-03311 | 0 | 10953 | Retainage | 12/25/2020 | 01/20/2021 | Retainage | (13,141.93) |
| **** TOTAL **** | | | | | | | 249,696.73 |
| GH Phipps Construction Companies | | | | | | | |
| *** GRAND TOTAL *** | | | | | | | 481,559.14 |

| Account | PO/Cont | Check # | Invoice | Date | Date Paid | Description | Amount |
|--------------|---------|-------------|------------|-------------|------------|--------------------|------------|
| 03-000-07500 | 0 | 10935 | Oh-UG conv | 11/19/2020 | 12/21/2020 | Indiana & 96th Ave | 348,320.39 |
| | **** | TOTAL | **** | Xcel Energy | | | 348,320.39 |
| | *** | GRAND TOTAL | *** | | | | 348,320.39 |

0 Oh-UG conv 11/19/2020 Indiana & 96th Ave

348,320.39

Jefferson Center Metropolitan District 1
304 Inverness Way South, Suite 490
Englewood, CO 80112

1STBANK, N.A.
www.efirstbank.com
82-504/1070

10935

PAY

TO THE
ORDER
OF

*** THREE HUNDRED FORTY-EIGHT THOUSAND , THREE HUNDRED TWENTY DOLLARS AND 39/100 CENTS ***

Xcel Energy
PO Box 9477
MINNEAPOLIS, MN 55484

DATE 12/21/2020 AMOUNT \$348,320.39

⑈0 10935⑈ ⑆ 107005047⑆ 2161258162⑈

Jefferson Center Metropolitan District 1

10935

Xcel Energy
PO Box 9477
MINNEAPOLIS, MN 55484

CHECK NO 10935
12/21/2020 348,320.39

ENDORSE HERE:

CHECK HERE IF MOBILE DEPOSIT

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

ITEM # 80138

| Security Features: | Results of document alteration: |
|----------------------|---|
| Padlock Icon | Alerts handler the document contains security features. |
| VOID Pantograph | The face of this document contains a colored check background. The word "VOID" appears if copied or scanned. |
| Microprint | Small type in check border and back signature lines, readable with a magnifying lens, appears as dots if copied or scanned. |
| Security Screen | Absence of "Original Document" verblage on back of check. |
| Artificial Watermark | Artificial watermark not visible on back of check when held at 45° angle. |



November 19, 2020

JEFFERSON CENTER METROPOLITAN DISTRICT
141 Union Boulevard, Suite 150
LAKEWOOD, CO 80228-1814

Subject: Request For Electric OH-UG conversion at INDIANA AND 96TH AVENUE,
ARVADA, 80007, Colorado

Dear Jefferson Center Metropolitan District,

I have completed the engineering design and cost estimate to provide Electric OH-UG conversion based upon information you have provided. This design is based upon Electric OH-UG conversion, as shown on the enclosed drawing. The cost to provide the requested Electric OH-UG conversion is \$348,320.39, which is non-refundable and payable in advance.

This proposal is contingent upon the following:

- All work performed during our normal work hours.
- Obtaining "Right-of-Way" at no cost to us.
- Obtaining permits as needed.
- No frost, in the ground, during construction or agreeing to pay for additional costs during frost conditions.
- There is an additional charge to open the transformer.
- Providing final grade elevations, at our equipment locations.
- Grade at trench location to be within 6 inches of the final grade.

If necessary our right-of-way agent will mail the right-of-way or easement documents to the appropriate landowners for their signature. This proposal is contingent upon receiving easements at no cost to us. Our right-of-way agent will need a copy of the Warranty Deed, the legal description, and the site drawing in order to prepare the easement for the landowner's signature.

NOTE: You must personally contact the local telephone company, the local cable TV company and/or any other utility company to arrange for the installation and payment of any costs of their facilities if they need to be relocated or disconnected along with the OH-UG conversion.

If you accept the above costs and system design, please sign and date the second page of this letter and return this document to Public Service Company of Colorado, at the address shown below. After the signed and dated documents and total payment of \$348,320.39 are received via the payment process, a work order will be issued and released so your project can be placed on the construction schedule. If a check is sent via the new payment process we are unable to accept checks with any sort of Lien Waiver because our Tariffs do not make an allowance for PSCo to accept checks printed or stamped with a lien waiver. Our current lead-time to begin work after

receiving the payment and signed documents is approximately 6-8 weeks. You will be notified of the week that our construction is scheduled to begin as soon as it is available.

This proposal will be valid until 2/19/2021. If you have any questions regarding this project, please call me at 720-670-7501.

Sincerely,

Alex M. Speer
Alex Speer
Xcel Energy Technician

Digitally signed by Alex M. Speer
DN: cn=Alex M. Speer, o=Xcel Energy, ou=Primoris,
email=Alex.M.Speer@xcelenergy.com, c=US
Date: 2020.06.10 08:14:43 -0500

Mailing address:

Primoris Service Corporation
18000 E 22nd Ave., Unit 2
Aurora, CO 80011

Name: Kristopher Farruggia

Title: Director Design and Construction

Re: Electric, OH-UG conversion, INDIANA AND 96TH AVENUE, ARVADA

I have reviewed and approve of the enclosed design. I accept the cost of \$348,320.39 and this amount will be paid to Xcel Energy in full prior to the scheduled construction date. I will send a signed copy of this letter with the applicable agreements.

Date: 12/17/20

*Customer Signature:



Title: Jeff Nading, Treasurer

Mailing address: c/o Special District Management Services

141 Union Boulevard, Suite 150


Lakewood, CO 80228-1898

* Confidential Information



CONTINGENCY LIST

| | |
|-------------------|--|
| *CUSTOMER: | Jefferson Center Metropolitan District |
| ADDRESS: | INDIANA AND 96TH AVENUE |
| CITY: | ARVADA |
| DESIGN NO: | 959249 |
| SN: | 11633021 |

SIGNATURE**  **DATE:** 12/17/20

*** Confidential Information**

**** Customer is to return copy of signed document to your Xcel Energy Representative**

Public Service Company of Colorado d/b/a Xcel Energy (the “Company”) has completed the engineering design and cost estimate for your electric and/or gas distribution request. The Company will install the facilities as shown in the attached engineering sketch(es), when all contractual obligations and customer-supplied conditions are met. The specified conditions listed below were used to determine the most effective design to meet your request. If, for any reason this design does not meet your request as intended, please review with the Company’s Engineering personnel. Engineering will discuss any possible revision and will expedite any necessary revised costs in order to meet your schedule as planned. (Please be aware that additional estimates may be subject to re-engineering charges.) The Company looks forward to completing the installation of these facilities for you and providing for any future needs you may have.

1. Disclaimer. Company shall not be responsible for the repair or replacement costs resulting from damage to items that are not marked prior to Company’s commencement of construction.
2. Construction Obligations. To the extent applicable, Customer shall confirm to Company, and Company shall certify, that the following construction obligations have been met prior to Company commencing construction on the project.
 - ❖ Customer must install curb and gutter prior to installation of electric and/or gas distribution facilities.
 - ❖ When construction consists of five (5) sites or fewer, all sites must be ready. For projects with more than five (5) sites, approximately fifty (50) percent of the sites must be ready.
 - ❖ As determined by Company, required property pins, necessary curve points, easements, proposed structures, and facility equipment locations must be staked and visible in the field.
 - ❖ If checked, Customer has agreed to install sleeves at crossings (electric construction only).
 - ❖ Water line, sewer lines septic systems, leach fields, and any other underground obstruction must be staked, flagged, and installed prior to Company gas and/or electric construction.
 - ❖ Transformers, switch cabinet locations, pedestals, gas regulator stations, meter installations, and other surface mounted equipment must be exact final grade. All other street/easements/service lateral routes must be within plus or minus six (6) inches of final grade.
 - ❖ Pouring/paving of driveways and landscaping must be delayed until after installation of facilities (services excluded).
 - ❖ Where existing slopes prohibit trenching, Customer must provide temporary grade for trenching equipment.
 - ❖ Construction route must be clear of all obstructions.
 - Construction material must be cleared from route.
 - Temporary trailers, buildings, and other obstacles must be moved.
 - Company will trim/clear trees along the construction route. Subject to Company’s approval, if Customer elects to trim/clear the trees on Customer’s own property, will be deducted.
 - ❖ All roof drains must be directed away from Company equipment in a manner that prevents damage or settling of facilities, or both.
 - ❖ If transformers, switch cabinets, or gas meters require bumper protection, Customer must install protection at Customer’s sole cost. Customer must contact design engineer for bumper protection clearance requirements.
 - ❖ If Customer knows or suspects contaminants are present on the property where Company may be working, Customer must disclose its knowledge or suspicion to Company prior to Company commencing construction. If there are known contaminants on the subject property, Customer/developer/owner must remove the contaminants to any impacted soils or groundwater prior to Company commencing construction. If, prior to or



during Company construction, contaminants are encountered that were previously unknown, all work will be stopped until Customer remediates the site to ensure Company’s crews are working in non-contaminated soils and that all facilities are located upon or buried in non-contaminated soils. The Company may, in its sole discretion, agree to other appropriate alternatives to these remediation requirements that are protective of worker and public safety and that protect the Company from incurring environmental liabilities.

- ❖ The Customer/developer/owner shall comply with all applicable federal, state, and local laws, regulations, and ordinances (“Environmental Laws”) regarding environmental contamination, including without limitation any Environmental Laws pertaining to soil and/or debris excavated from the property that is contaminated with hazardous substances, hazardous or solid wastes, petroleum, or other similar regulated materials. Company shall not be liable or responsible for environmental conditions at or near the Project site, and Customer shall be responsible for environmental conditions and costs of properly managing any impacted media including, but not limited to, soils or groundwater. The Customer/developer/owner shall be responsible for any additional costs arising out of pre-existing contamination on the property, including but not limited to: (a) Company exacerbating pre-existing conditions; and/or (b) Company’s adoption of greater or different procedures for utility installation than its standard business practice when dealing with clean, uncontaminated soils.
- ❖ Customer will be responsible for replacing existing sod, shrubs, trees, etc., and for repairing existing paving, at no cost to Company.
- ❖ Customer must ensure that all Company facilities meet all local setback and zoning requirements, and remain accessible at all times for routine maintenance purposes.
- ❖ All areas of the door sides of transformers and/or switch cabinets must remain clear of obstructions for ten (10) feet minimum distance at all times for maintenance purposes.
- ❖ With regard to meters and service laterals:
 - The permanent address must be attached to the building before the permanent meter will be set.
 - Multiple unit structures must have each meter housing and fuel line, as applicable, permanently identified before the meter will be set.
 - Multiple unit structures with banked metering require separate trenches for any Customer-owned facilities.
 - No Customer-owned facilities will be allowed in any easement granted by the property owner to Company.
 - Customer is responsible to provide required clearances for all electric and gas metering equipment in accordance with the Xcel Energy Standard for Electric Installation and Use and applicable laws, regulations, and standards as determined by the Company.
 - Company will install all residential underground electric services in accordance with Company’s Electric Extension Standards.
 - All commercial electric underground services, complete to transformer, pedestal, or terminal pole shall be installed, owned, and maintained by Customer in accordance with Company’s Electric Extension Standards.
 - Adequate conduit under concrete, decks, and other obstructions shall be the responsibility of Customer.
 - Overhead to underground conversion of meters and risers, including all wiring and building repairs, shall be at Customer’s cost.
 - Company will install all gas services.
 - If checked, Customer must provide a concrete pad for gas meter support at no cost to Company.

Meter Pad Dimensions: long X wide X thick.

3. Permit Obligations. The Agreement and all Associated Agreements are contingent upon acquisition of the following permits and/or approvals:

- Town Permit
- County Permit
- State Highway Crossing Permit
- Railroad Crossing Permit
- Bureau of Land Management (BLM) Approval
- Grading and Drainage Permit
- Water Board Crossing
- Special Permit
- Corps of Engineer’s Permit
- Other [Please specify.]



4. Trench Compaction Requirements. Company is required to provide the following trench specifications:

- Wheel Compaction 1,910' feet of trench 85% Standard Proctor feet of trench
- Compaction 95% Standard Proctor feet of trench
- Compaction 95% Modified Proctor feet of trench
- Compaction Bore 120' feet of trench



September 3, 2020

Jefferson Center Metropolitan District
141 Union Boulevard, Suite 150
LAKEWOOD, CO 80228-1814

RE: Frost Installation Conditions

Due to the possibility that ground frost conditions may exist during installation of your distribution facilities and if applicable, service laterals, it is necessary that Xcel Energy inform you of our policy regarding installation in frozen ground.

If frost conditions deeper than six inches (6") are encountered, additional costs will be charged at a cost of \$2.20 per linear foot. Also, if "select" backfill is required, Xcel Energy will charge an additional amount based on actual costs.

Charges for trenching in frost will be billed after the job has been completed; therefore, you may want to have a representative present during the trenching operation to confirm the frost depth.

If you prefer to avoid frost charges by waiting until frost depth is six inches (6") or less, you must notify me at the time of your application, otherwise please complete and return the attached Frost Agreement.

If you have any questions or comments, please call me at the number listed below.

Sincerely,

Alex Speer
Xcel Energy Technician

Mailing address:

1123 WEST 3RD AVENUE
Denver, CO 80223

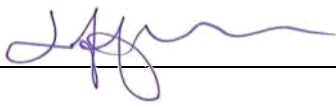
FROST AGREEMENT
For Installation of Gas and/or Electric Distribution and Service Laterals

Jefferson Center Metropolitan District, hereinafter referred to as "Customer", having entered into an agreement with Public Service Company of Colorado, a Colorado corporation, d/b/a Xcel Energy to install gas and/or electric facilities into its project known as INDIANA & 96th AVE, located at (service address) INDIANA AND 96TH AVENUE, ARVADA CO. 80007 further agrees that if ground frost conditions deeper than six (6") are encountered at the time of installation of the Gas and/or Electric Distribution and if applicable, Service Laterals, "Customer" hereby authorizes Xcel Energy to install the above facilities and to pay the actual additional non-refundable frost charges. By signing this Agreement, "Customer" requests to proceed with the installation regardless of frost conditions and such installation will be done with the actual frost charges billed by Xcel Energy and paid by the "Customer". These charges are in addition to any previous extension charges and are not refundable. Such charges are due and payable within thirty (30) days after the billing.

Should the decision be made to defer installation until there is six inches (6") or less frost in the ground, rescheduling of installation will be done with consideration made for previously scheduled installations. Notification of the approximate date of installation will be given by Xcel Energy as soon as practicable after frost conditions have ceased.

If this Frost Agreement includes Service Laterals for this project, please list addresses or lot and block numbers that are covered by this Agreement.

CUSTOMER

*By  _____
Jeff Nading, Treasurer

(Type or Print Name and Title of Signer)

Date: 12/17/20

Mailing Address: 141 Union Boulevard, Suite 150
LAKEWOOD, CO, 80228-1814

XCEL ENERGY REPRESENTATIVE
Alex Speer
Xcel Energy Technician

Mailing address:

1123 WEST 3RD AVENUE
Denver, CO 80223

Alex M. Speer
Digitally signed by Alex M. Speer
DN: cn=Alex M. Speer, o=Xcel Energy, ou=Primoris,
email=Alex.M.Speer@xcelenergy.com, c=US
Date: 2020.08.10 08:14:43 -0600

Date September 3, 2020

Xcel Energy Representative

Account No. 9529981
Job No. 11633021
INDIANA AND 96TH
Job Address AVENUE
ARVADA, CO 80007



Public Service Company of Colorado
1123 WEST 3RD AVENUE
Denver, CO 80223

September 2, 2020

Dear Jefferson Center Metropolitan District,

Thank you for choosing Xcel Energy to be your energy provider. We appreciate your business, and our goal is to deliver you reliable service at an affordable price.

This letter contains important information about your requested service. Please read all details below as well as any accompanying information and respond accordingly to ensure your project is completed accurately and timely.

This letter relates to your request for

- Relocate Electric Facilities

Your portion of the cost of this project is **\$348,320.39**. A hard copy invoice will be sent to you via U.S. Mail Postal Service in the coming days. Please see the attached payment options document for more instructions. Upon receipt of payment and other required documentation as noted below, your project will be scheduled and you will be notified of the scheduled date. If paying by check, please note the account number identified at the top of this letter on your check to ensure accurate and timely payment processing.

Below is a list of additional documentation that you will need to review, sign, and return to the Xcel Energy Designer by email or U.S. Postal Service to their address listed at the bottom of the letter. Please retain a copy of all documentation for your records.

➤ **Documents to be returned to Xcel Energy:**

- Frost Agreement
- Non-Refundable Quote Letter
- Contingency List

➤ **Additional enclosures:**

- Payment Options
- Concurrence Drawings

If you have any questions about the enclosures or about your specific job, please contact **Alex Speer** at **720-670-7501** and reference your account number and/or job number above.

We look forward to being your energy provider.

Sincerely,
Alex Speer
CONTRACTOR*PROF/CONSULTANT
1123 WEST 3RD AVENUE
Denver, CO 80223
Primoris Services Corporation
Alex.M.Speer@xcelenergy.com



Customer Payment Options

Xcel Energy offers seven payment options to pay for your construction project. Please select the payment options that work best for you.

Payment options listed in order of quickest processing

MyAccount/eBill™

Register at xcelenergy.com to make a payment from your checking account. You can also enroll in eBill and an email will let you know your bill is ready to view at the MyAccount site in place of receiving a mailed paper bill statement. MyAccount also provides a convenient list of your bill statement and payment history and retains your banking information for future use. Each additional account number will have to be added to your list of managed accounts within MyAccount.

Pay by Phone

Make payment from your checking or savings account at no charge by using our automated phone system. Please call us at 800.895.4999.

Credit/Debit Card Payment (Not available in TX)

To pay by phone, call our payment processing partner, BillMatrix, at 888.747.1523.
To pay online, visit xcelenergy.com and click on the link to BillMatrix.

Please note the current fees along with payment information:

- *Personal credit card = There is a \$2.90 per transaction charge. Payments accepted for up to \$1,000 in one transaction for personal credit card.*
- *Commercial credit card = There is a \$29.95 per transaction charge. Payments accepted for up to \$75,000 - with the corresponding fees in \$3,000 increments. (i.e. 25 \$3,000 payments @ \$29.95 = \$748.75 fee)*

All credit card types allow a maximum 25 credit/debit card payments in a 30 consecutive day period, per Xcel Energy account, per credit/debit card.

Overnight Payment Delivery Options

Send your payment and remittance stub including **account number (written on the memo line of your check)** via FedEx, UPS or USPS overnight delivery to:

Xcel Energy Attn: Remittance Processing
414 Nicollet Mall, 3rd Floor
Minneapolis, MN 55401-1993
Overnight delivery contact phone number: 612.330.5593.

The following alternate zip-codes are also valid:
Minneapolis, MN 55401-1927
Minneapolis, MN 55401-4993

In-Person Pay Stations

Pay in-person at a location near you by visiting xcelenergy.com for pay station locations. **Please include the account number on the memo line of your check.**

Please note: A \$1.50 transaction fee applies.

Pay by U.S Postal Service

When sending payment by U.S. mail, **please include the account number on the memo line of your check.** Do not combine this payment with any other Xcel Energy bill payments. Mail check payments to:

Xcel Energy
P.O. Box 9477
Minneapolis, MN 55484-9477

Electronic Funds Transfer (EFT) (Only available to business)

The Electronic Funds Transfer (EFT) payment process allows business customers to pay via Corporate Trade Exchange (CTX) formatted Automated Clearing House (ACH) (also referred to as EDI-820), the ability to electronically remit payment. The payments to Xcel Energy's bank accounts are initiated by the customer through a series of steps linked to the billing system. The CTX addenda records included with the funds transfer allow the posting of the payments to occur electronically to the account numbers provided by the customer. To obtain Xcel Energy's EFT bank account numbers and to provide transfer confirmation, please email CustReceive@xcelenergy.com.

Helpful hints to ensure accurate and timely processing of your payment:

- For all payment options, please have your account number available and note on any payment documentation.
- The hard copy invoice will be sent to you via U.S mail in the coming days. If you would like an electronic copy of our invoice prior to receiving the hard copy, please contact your Designer who is identified in the attached letter.
- In order to apply payment to the correct account and avoid unnecessary delays, please make separate payments for each individual project or invoice.
- Please note that depending on payment selection, it may take up to a few days to process your payment.



November 19, 2020

JEFFERSON CENTER METROPOLITAN DISTRICT
141 Union Boulevard, Suite 150
LAKEWOOD, CO 80228-1814

Subject: Request For Electric OH-UG conversion at INDIANA AND 96TH AVENUE,
ARVADA, 80007, Colorado

Dear Jefferson Center Metropolitan District,

I have completed the engineering design and cost estimate to provide Electric OH-UG conversion based upon information you have provided. This design is based upon Electric OH-UG conversion, as shown on the enclosed drawing. The cost to provide the requested Electric OH-UG conversion is \$348,320.39, which is non-refundable and payable in advance.

This proposal is contingent upon the following:

- All work performed during our normal work hours.
- Obtaining "Right-of-Way" at no cost to us.
- Obtaining permits as needed.
- No frost, in the ground, during construction or agreeing to pay for additional costs during frost conditions.
- There is an additional charge to open the transformer.
- Providing final grade elevations, at our equipment locations.
- Grade at trench location to be within 6 inches of the final grade.

If necessary our right-of-way agent will mail the right-of-way or easement documents to the appropriate landowners for their signature. This proposal is contingent upon receiving easements at no cost to us. Our right-of-way agent will need a copy of the Warranty Deed, the legal description, and the site drawing in order to prepare the easement for the landowner's signature.

NOTE: You must personally contact the local telephone company, the local cable TV company and/or any other utility company to arrange for the installation and payment of any costs of their facilities if they need to be relocated or disconnected along with the OH-UG conversion.

If you accept the above costs and system design, please sign and date the second page of this letter and return this document to Public Service Company of Colorado, at the address shown below. After the signed and dated documents and total payment of \$348,320.39 are received via the payment process, a work order will be issued and released so your project can be placed on the construction schedule. If a check is sent via the new payment process we are unable to accept checks with any sort of Lien Waiver because our Tariffs do not make an allowance for PSCo to accept checks printed or stamped with a lien waiver. Our current lead-time to begin work after

receiving the payment and signed documents is approximately 6-8 weeks. You will be notified of the week that our construction is scheduled to begin as soon as it is available.

This proposal will be valid until 2/19/2021. If you have any questions regarding this project, please call me at 720-670-7501.

Sincerely,

Alex Speer Alex M. Speer
Xcel Energy Technician

Mailing address:

Primoris Service Corporation
18000 E 22nd Ave., Unit 2
Aurora, CO 80011

Name: Kristopher Farruggia

Title: Director Design and Construction

Re: Electric, OH-UG conversion, INDIANA AND 96TH AVENUE, ARVADA

I have reviewed and approve of the enclosed design. I accept the cost of \$348,320.39 and this amount will be paid to Xcel Energy in full prior to the scheduled construction date. I will send a signed copy of this letter with the applicable agreements.

Date: _____

*Customer Signature: _____

Title: _____

Mailing address: _____

* Confidential Information



CONTINGENCY LIST

| | |
|-------------------|--|
| *CUSTOMER: | Jefferson Center Metropolitan District |
| ADDRESS: | INDIANA AND 96TH AVENUE |
| CITY: | ARVADA |
| DESIGN NO: | 959249 |
| SN: | 11633021 |

SIGNATURE** _____

DATE: _____

*** Confidential Information**

**** Customer is to return copy of signed document to your Xcel Energy Representative**

Public Service Company of Colorado d/b/a Xcel Energy (the “Company”) has completed the engineering design and cost estimate for your electric and/or gas distribution request. The Company will install the facilities as shown in the attached engineering sketch(es), when all contractual obligations and customer-supplied conditions are met. The specified conditions listed below were used to determine the most effective design to meet your request. If, for any reason this design does not meet your request as intended, please review with the Company’s Engineering personnel. Engineering will discuss any possible revision and will expedite any necessary revised costs in order to meet your schedule as planned. (Please be aware that additional estimates may be subject to re-engineering charges.) The Company looks forward to completing the installation of these facilities for you and providing for any future needs you may have.

1. Disclaimer. Company shall not be responsible for the repair or replacement costs resulting from damage to items that are not marked prior to Company’s commencement of construction.
2. Construction Obligations. To the extent applicable, Customer shall confirm to Company, and Company shall certify, that the following construction obligations have been met prior to Company commencing construction on the project.
 - ❖ Customer must install curb and gutter prior to installation of electric and/or gas distribution facilities.
 - ❖ When construction consists of five (5) sites or fewer, all sites must be ready. For projects with more than five (5) sites, approximately fifty (50) percent of the sites must be ready.
 - ❖ As determined by Company, required property pins, necessary curve points, easements, proposed structures, and facility equipment locations must be staked and visible in the field.
 - ❖ If checked, Customer has agreed to install sleeves at crossings (electric construction only).
 - ❖ Water line, sewer lines septic systems, leach fields, and any other underground obstruction must be staked, flagged, and installed prior to Company gas and/or electric construction.
 - ❖ Transformers, switch cabinet locations, pedestals, gas regulator stations, meter installations, and other surface mounted equipment must be exact final grade. All other street/easements/service lateral routes must be within plus or minus six (6) inches of final grade.
 - ❖ Pouring/paving of driveways and landscaping must be delayed until after installation of facilities (services excluded).
 - ❖ Where existing slopes prohibit trenching, Customer must provide temporary grade for trenching equipment.
 - ❖ Construction route must be clear of all obstructions.
 - Construction material must be cleared from route.
 - Temporary trailers, buildings, and other obstacles must be moved.
 - Company will trim/clear trees along the construction route. Subject to Company’s approval, if Customer elects to trim/clear the trees on Customer’s own property, _____ will be deducted.
 - ❖ All roof drains must be directed away from Company equipment in a manner that prevents damage or settling of facilities, or both.
 - ❖ If transformers, switch cabinets, or gas meters require bumper protection, Customer must install protection at Customer’s sole cost. Customer must contact design engineer for bumper protection clearance requirements.
 - ❖ If Customer knows or suspects contaminants are present on the property where Company may be working, Customer must disclose its knowledge or suspicion to Company prior to Company commencing construction. If there are known contaminants on the subject property, Customer/developer/owner must remove the contaminants to any impacted soils or groundwater prior to Company commencing construction. If, prior to or



during Company construction, contaminants are encountered that were previously unknown, all work will be stopped until Customer remediates the site to ensure Company’s crews are working in non-contaminated soils and that all facilities are located upon or buried in non-contaminated soils. The Company may, in its sole discretion, agree to other appropriate alternatives to these remediation requirements that are protective of worker and public safety and that protect the Company from incurring environmental liabilities.

- ❖ The Customer/developer/owner shall comply with all applicable federal, state, and local laws, regulations, and ordinances (“Environmental Laws”) regarding environmental contamination, including without limitation any Environmental Laws pertaining to soil and/or debris excavated from the property that is contaminated with hazardous substances, hazardous or solid wastes, petroleum, or other similar regulated materials. Company shall not be liable or responsible for environmental conditions at or near the Project site, and Customer shall be responsible for environmental conditions and costs of properly managing any impacted media including, but not limited to, soils or groundwater. The Customer/developer/owner shall be responsible for any additional costs arising out of pre-existing contamination on the property, including but not limited to: (a) Company exacerbating pre-existing conditions; and/or (b) Company’s adoption of greater or different procedures for utility installation than its standard business practice when dealing with clean, uncontaminated soils.
- ❖ Customer will be responsible for replacing existing sod, shrubs, trees, etc., and for repairing existing paving, at no cost to Company.
- ❖ Customer must ensure that all Company facilities meet all local setback and zoning requirements, and remain accessible at all times for routine maintenance purposes.
- ❖ All areas of the door sides of transformers and/or switch cabinets must remain clear of obstructions for ten (10) feet minimum distance at all times for maintenance purposes.
- ❖ With regard to meters and service laterals:
 - The permanent address must be attached to the building before the permanent meter will be set.
 - Multiple unit structures must have each meter housing and fuel line, as applicable, permanently identified before the meter will be set.
 - Multiple unit structures with banked metering require separate trenches for any Customer-owned facilities.
 - No Customer-owned facilities will be allowed in any easement granted by the property owner to Company.
 - Customer is responsible to provide required clearances for all electric and gas metering equipment in accordance with the Xcel Energy Standard for Electric Installation and Use and applicable laws, regulations, and standards as determined by the Company.
 - Company will install all residential underground electric services in accordance with Company’s Electric Extension Standards.
 - All commercial electric underground services, complete to transformer, pedestal, or terminal pole shall be installed, owned, and maintained by Customer in accordance with Company’s Electric Extension Standards.
 - Adequate conduit under concrete, decks, and other obstructions shall be the responsibility of Customer.
 - Overhead to underground conversion of meters and risers, including all wiring and building repairs, shall be at Customer’s cost.
 - Company will install all gas services.
 - If checked, Customer must provide a concrete pad for gas meter support at no cost to Company.

Meter Pad Dimensions: long X wide X thick.

3. Permit Obligations. The Agreement and all Associated Agreements are contingent upon acquisition of the following permits and/or approvals:

- Town Permit
- County Permit
- State Highway Crossing Permit
- Railroad Crossing Permit
- Bureau of Land Management (BLM) Approval
- Grading and Drainage Permit
- Water Board Crossing
- Special Permit
- Corps of Engineer’s Permit
- Other [Please specify.]



4. Trench Compaction Requirements. Company is required to provide the following trench specifications:

- Wheel Compaction 1,910' feet of trench 85% Standard Proctor feet of trench
- Compaction 95% Standard Proctor feet of trench
- Compaction 95% Modified Proctor feet of trench
- Compaction Bore 120' feet of trench



September 3, 2020

Jefferson Center Metropolitan District
141 Union Boulevard, Suite 150
LAKEWOOD, CO 80228-1814

RE: Frost Installation Conditions

Due to the possibility that ground frost conditions may exist during installation of your distribution facilities and if applicable, service laterals, it is necessary that Xcel Energy inform you of our policy regarding installation in frozen ground.

If frost conditions deeper than six inches (6") are encountered, additional costs will be charged at a cost of \$2.20 per linear foot. Also, if "select" backfill is required, Xcel Energy will charge an additional amount based on actual costs.

Charges for trenching in frost will be billed after the job has been completed; therefore, you may want to have a representative present during the trenching operation to confirm the frost depth.

If you prefer to avoid frost charges by waiting until frost depth is six inches (6") or less, you must notify me at the time of your application, otherwise please complete and return the attached Frost Agreement.

If you have any questions or comments, please call me at the number listed below.

Sincerely,

Alex Speer
Xcel Energy Technician

Mailing address:

1123 WEST 3RD AVENUE
Denver, CO 80223

FROST AGREEMENT
For Installation of Gas and/or Electric Distribution and Service Laterals

Jefferson Center Metropolitan District, hereinafter referred to as "Customer", having entered into an agreement with Public Service Company of Colorado, a Colorado corporation, d/b/a Xcel Energy to install gas and/or electric facilities into its project known as INDIANA & 96th AVE, located at (service address) INDIANA AND 96TH AVENUE, ARVADA CO. 80007 further agrees that if ground frost conditions deeper than six (6") are encountered at the time of installation of the Gas and/or Electric Distribution and if applicable, Service Laterals, "Customer" hereby authorizes Xcel Energy to install the above facilities and to pay the actual additional non-refundable frost charges. By signing this Agreement, "Customer" requests to proceed with the installation regardless of frost conditions and such installation will be done with the actual frost charges billed by Xcel Energy and paid by the "Customer". These charges are in addition to any previous extension charges and are not refundable. Such charges are due and payable within thirty (30) days after the billing.

Should the decision be made to defer installation until there is six inches (6") or less frost in the ground, rescheduling of installation will be done with consideration made for previously scheduled installations. Notification of the approximate date of installation will be given by Xcel Energy as soon as practicable after frost conditions have ceased.

If this Frost Agreement includes Service Laterals for this project, please list addresses or lot and block numbers that are covered by this Agreement.

CUSTOMER

*By _____

Date: _____

(Type or Print Name and Title of Signer)

Mailing Address: 141 Union Boulevard, Suite 150
LAKEWOOD, CO, 80228-1814

XCEL ENERGY REPRESENTATIVE
Alex Speer
Xcel Energy Technician

Mailing address:

1123 WEST 3RD AVENUE
Denver, CO 80223

Alex M. Speer Digitally signed by Alex M. Speer
DN: cn=Alex M. Speer, o=Xcel Energy, ou=Primoris,
email=Alex.M.Speer@xcelenergy.com, c=US
Date: 2020.08.10 08:14:43 -0600

Date September 3, 2020

Xcel Energy Representative

| Account | PO/Cont | Check # | Invoice | Date | Date Paid | Description | Amount |
|--------------|---------|-------------|----------|-------------|------------|--------------------|-----------|
| 03-000-07500 | 0 | 10936 | 11921428 | 11/16/2020 | 01/06/2021 | Indiana & 96th Ave | 70,368.35 |
| | **** | TOTAL | **** | Xcel Energy | | | 70,368.35 |
| | *** | GRAND TOTAL | *** | | | | 70,368.35 |

0 11921428 11/16/2020 Indiana & 96th Ave

70,368.35

Jefferson Center Metropolitan District 1
304 Inverness Way South, Suite 490
Englewood, CO 80112

1STBANK, N.A.
www.efirstbank.com
82-504/1070

10936

DATE

AMOUNT

01/06/2021

\$70,368.35

PAY

*** SEVENTY THOUSAND , THREE HUNDRED SIXTY-EIGHT DOLLARS AND 35/100 CENTS ***

TO THE
ORDER
OF

Xcel Energy
PO Box 9477
MINNEAPOLIS, MN 55484

⑈0 10936⑈ ⑆ 107005047⑆ 2161258162⑈

Jefferson Center Metropolitan District 1

10936

CHECK NO

10936

01/06/2021

70,368.35

Xcel Energy
PO Box 9477
MINNEAPOLIS, MN 55484

ENDORSE HERE:

CHECK HERE IF MOBILE DEPOSIT

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

ITEM # 80138

| Security Features: | Results of document alteration: |
|----------------------|---|
| Padlock Icon | Alerts handler the document contains security features. |
| VOID Pantograph | The face of this document contains a colored check background. The word "VOID" appears if copied or scanned. |
| Microprint. | Small type in check border and back signature lines, readable with a magnifying lens, appears as dots if copied or scanned. |
| Security Screen | Absence of "Original Document" verbiage on back of check. |
| Artificial Watermark | Artificial watermark not visible on back of check when held at 45° angle. |

Account No. 5395299815
Job No. 11921428
Job Address W 91st Dr
ARVADA, CO 80007



Public Service Company of Colorado
1123 WEST 3RD AVENUE
Denver, CO 80223

November 16, 2020

Dear Jefferson Center Metro District,

Thank you for choosing Xcel Energy to be your energy provider. We appreciate your business, and our goal is to deliver you reliable service at an affordable price.

This letter contains important information about your requested service. Please read all details below as well as any accompanying information and respond accordingly to ensure your project is completed accurately and timely.

This letter relates to your request for

- New Lighting

Your portion of the cost of this project is **\$70,368.35**. A hard copy invoice will be sent to you via U.S. Mail Postal Service in the coming days. Please see the attached payment options document for more instructions. Upon receipt of payment and other required documentation as noted below, your project will be scheduled and you will be notified of the scheduled date. If paying by check, please note the account number identified at the top of this letter on your check to ensure accurate and timely payment processing.

Below is a list of additional documentation that you will need to review, sign, and return to the Xcel Energy Designer by email or U.S. Postal Service to their address listed at the bottom of the letter. Please retain a copy of all documentation for your records.

- **Documents to be returned to Xcel Energy:**
 - On-Site Distribution Extension Agreement
 - Frost Agreement
 - Contingency List

- **Additional enclosures:**
 - Payment Options
 - Concurrence Drawings

If you have any questions about the enclosures or about your specific job, please contact **Alex Speer** at **720-670-7501** and reference your account number and/or job number above.

We look forward to being your energy provider.

Sincerely,
Alex Speer
CONTRACTOR*PROF/CONSULTANT
1123 WEST 3RD AVENUE
Denver, CO 80223
Q3 Contracting
Alex.M.Speer@xcelenergy.com



Customer Payment Options

Xcel Energy offers seven payment options to pay for your construction project. Please select the payment options that work best for you.

Payment options listed in order of quickest processing

MyAccount/eBill™

Register at xcelenergy.com to make a payment from your checking account. You can also enroll in eBill and an email will let you know your bill is ready to view at the MyAccount site in place of receiving a mailed paper bill statement. MyAccount also provides a convenient list of your bill statement and payment history and retains your banking information for future use. Each additional account number will have to be added to your list of managed accounts within MyAccount.

Pay by Phone

Make payment from your checking or savings account at no charge by using our automated phone system. Please call us at 800.895.4999.

Credit/Debit Card Payment (Not available in TX)

To pay by phone, call our payment processing partner, BillMatrix, at 888.747.1523.
To pay online, visit xcelenergy.com and click on the link to BillMatrix.

Please note the current fees along with payment information:

- *Personal credit card = There is a \$2.90 per transaction charge. Payments accepted for up to \$1,000 in one transaction for personal credit card.*
- *Commercial credit card = There is a \$29.95 per transaction charge. Payments accepted for up to \$75,000 - with the corresponding fees in \$3,000 increments. (i.e. 25 \$3,000 payments @ \$29.95 = \$748.75 fee)*

All credit card types allow a maximum 25 credit/debit card payments in a 30 consecutive day period, per Xcel Energy account, per credit/debit card.

Overnight Payment Delivery Options

Send your payment and remittance stub including account number (written on the memo line of your check) via FedEx, UPS or USPS overnight delivery to:

Xcel Energy Attn: Remittance Processing
414 Nicollet Mall, 3rd Floor
Minneapolis, MN 55401-1993
Overnight delivery contact phone number: 612.330.5593.

The following alternate zip-codes are also valid:
Minneapolis, MN 55401-1927
Minneapolis, MN 55401-4993

In-Person Pay Stations

Pay in-person at a location near you by visiting xcelenergy.com for pay station locations. **Please include the account number on the memo line of your check.**

Please note: A \$1.50 transaction fee applies.

Pay by U.S. Postal Service

When sending payment by U.S. mail, **please include the account number on the memo line of your check.** Do not combine this payment with any other Xcel Energy bill payments. Mail check payments to:

Xcel Energy
P.O. Box 9477
Minneapolis, MN 55484-9477

Electronic Funds Transfer (EFT) (Only available to business)

The Electronic Funds Transfer (EFT) payment process allows business customers to pay via Corporate Trade Exchange (CTX) formatted Automated Clearing House (ACH) (also referred to as EDI-820), the ability to electronically remit payment. The payments to Xcel Energy's bank accounts are initiated by the customer through a series of steps linked to the billing system. The CTX addenda records included with the funds transfer allow the posting of the payments to occur electronically to the account numbers provided by the customer. To obtain Xcel Energy's EFT bank account numbers and to provide transfer confirmation, please email CustReceive@xcelenergy.com.

Helpful hints to ensure accurate and timely processing of your payment:

- For all payment options, please have your account number available and note on any payment documentation.
- The hard copy invoice will be sent to you via U.S. mail in the coming days. If you would like an electronic copy of our invoice prior to receiving the hard copy, please contact your Designer who is identified in the attached letter.
- In order to apply payment to the correct account and avoid unnecessary delays, please make separate payments for each individual project or invoice.
- Please note that depending on payment selection, it may take up to a few days to process your payment.

Jefferson Center Metropolitan District No. 1
Cash Position
January 19, 2021

| | First Bank General Fund | First Bank Capital Fund | COBiz General Fund | Colotrust General Fund | Colotrust Debt Service Fund | Colotrust Capital | UMB Indiana Escrow | Candelas Medical Escrow Account Phase I | Candelas Medical Escrow Account Phase II | UMB Senior Project Fund | UMB Subordinate Project Fund | Total |
|------------------------------------|-------------------------|-------------------------|--------------------|------------------------|-----------------------------|-------------------|--------------------|---|--|-------------------------|------------------------------|----------------------|
| Balances at 12/10/2020 | 0.00 | 239,992.75 | 4,898.40 | 147,520.10 | 87,260.35 | 287,185.96 | 3,222.00 | 203,390.52 | 453,195.99 | 8,697,819.90 | 41,298,521.66 | 51,423,007.63 |
| 12/10/2020 Checks | (15,593.89) | (578,364.14) | | | | | | | | | | (593,958.03) |
| Check #10935 | | (348,320.39) | | | | | | | | | | (348,320.39) |
| Check #10936 | | (70,368.35) | | | | | | | | | | (70,368.35) |
| Xcel Payments | (87.22) | | | | | | | | | | | (87.22) |
| City of Arvada | (1,212.24) | | | | | | | | | | | (1,212.24) |
| Bank Charge | (30.00) | | | | | | | | | | | (30.00) |
| Transfer from UMB COI Account | | 34,120.00 | | | | | | | | | | 34,120.00 |
| 11/30/2020 Interest Income | | | | | | | | | | 908.33 | 4,145.83 | 5,054.16 |
| 12/31/2020 Interest Income | | | | 55.24 | | | | | | 705.68 | 3,581.97 | 4,342.89 |
| Property taxes received 12/10/2020 | | | | 1,672.72 | 16,728.51 | | | | | | | 18,401.23 |
| Property taxes received 1/10/2021 | | | | 1,564.88 | 15,650.05 | | | | | | | 17,214.93 |
| Transfer between funds | 16,923.35 | (16,923.35) | | (16,923.35) | | 16,923.35 | | | | | | 0.00 |
| Void check #10634 | | 14,430.00 | | | | | | | | | | 14,430.00 |
| Void check #10219 | | 10,000.00 | | | | | | | | | | 10,000.00 |
| Project Fund Requisition #6 | | 578,364.14 | | | | | | | | (578,364.14) | | 0.00 |
| Project fund Requisition #7 | | 348,320.39 | | | | | | | | (348,320.39) | | 0.00 |
| Project fund Requisition #8 | | 70,368.35 | | | | | | | | (70,368.35) | | 0.00 |
| Balance at 1/19/2021 | 0.00 | 281,619.40 | 4,898.40 | 133,889.59 | 119,638.91 | 304,109.31 | 3,222.00 | 203,390.52 | 453,195.99 | 7,702,381.03 | 41,306,249.46 | 50,512,594.61 |

JCMD1 EXPENSE TRACKING REPORT
JANUARY 2021 REPORT FOR DECEMBER 2020 EXPENSES

| INVOICE DETAIL | | | | | | (Note 1) | (Note 2) |
|--------------------------------|--|--------------------|--------------|----------------------|---------------------|----------------------|----------|
| Vendor | Description | Invoice Number | Invoice Date | Total Invoice | General Fund | Capital Fund | |
| CTL Thompson | Geotechnical Services | 527235 | 10/31/2019 | \$ 1,650.00 | \$ - | \$ 1,650.00 | |
| Environmental Design | Snow Removal | 136290 | 12/17/2020 | \$ 285.00 | \$ 285.00 | \$ - | |
| Environmental Design | Median Enhancements | 136527 | 12/29/2020 | \$ 10,899.38 | \$ 10,899.38 | \$ - | |
| Environmental Design | Monthly Grounds Services | 136570 | 1/4/2021 | \$ 2,258.07 | \$ 2,258.07 | \$ - | |
| GH Phipps Construction | Candelas Medical Phase 2 Concrete and Paving | Pay Application #2 | 12/25/2020 | \$ 249,696.73 | \$ - | \$ 249,696.73 | |
| Galloway & Company | Design Engineering | 95042 | 12/15/2020 | \$ 2,783.75 | \$ - | \$ 2,783.75 | |
| Galloway & Company | Design Engineering | 95043 | 12/15/2020 | \$ 1,629.10 | \$ - | \$ 1,629.10 | |
| Hogan Works | Wire Fencing | 2020-20 | 12/23/2020 | \$ 7,403.60 | \$ - | \$ 7,403.60 | |
| IDES LLC | District Engineering Management | 08553 | 12/31/2020 | \$ 12,884.56 | \$ 262.50 | \$ 12,622.06 | |
| Legacy Traffic Management | Traffic Control | 10192 | 12/7/2020 | \$ 4,290.00 | \$ - | \$ 4,290.00 | |
| Legacy Traffic Management | Traffic Control | 10234 | 12/28/2020 | \$ 70.00 | \$ - | \$ 70.00 | |
| Martin/Martin, Inc | Engineering | 16.0362-00043 | 12/9/2020 | \$ 1,740.00 | \$ - | \$ 1,740.00 | |
| Martin/Martin, Inc | Engineering | 17.0684-00031 | 12/14/2020 | \$ 2,275.00 | \$ - | \$ 2,275.00 | |
| Martin/Martin, Inc | Engineering | 17.0725-00026 | 12/14/2020 | \$ 992.55 | \$ - | \$ 992.55 | |
| Martin/Martin, Inc | Engineering | 20.0287-00013 | 12/14/2020 | \$ 6,498.75 | \$ - | \$ 6,498.75 | |
| Martin/Martin, Inc | Engineering | 20.0465-00008 | 12/14/2020 | \$ 4,165.00 | \$ - | \$ 4,165.00 | |
| Martin/Martin, Inc | Engineering | 20.0532-00007 | 12/14/2020 | \$ 12,280.00 | \$ - | \$ 12,280.00 | |
| Martin/Martin, Inc | Engineering | 20.0668-00005 | 12/12/2020 | \$ 4,650.00 | \$ - | \$ 4,650.00 | |
| Martin/Martin, Inc | Engineering | 20.0717-00006 | 12/12/2020 | \$ 6,756.25 | \$ - | \$ 6,756.25 | |
| Martin/Martin, Inc | Engineering | 20.0862-00004 | 12/15/2020 | \$ 7,090.00 | \$ - | \$ 7,090.00 | |
| Martin/Martin, Inc | Engineering | 20.1293-00001 | 12/14/2020 | \$ 22,953.75 | \$ - | \$ 22,953.75 | |
| McGeady Becher | Legal - Minutes / Board Meetings | 599-0004 | 11/30/2020 | \$ 3,138.50 | \$ 3,138.50 | \$ - | |
| McGeady Becher | Legal - Budgets | 599-0005 | 11/30/2020 | \$ 1,701.00 | \$ 1,701.00 | \$ - | |
| McGeady Becher | Legal - Conflict of Interest | 599-0019 | 11/30/2020 | \$ 219.50 | \$ 219.50 | \$ - | |
| McGeady Becher | Legal - Official Records Maintenance | 599-0299 | 11/30/2020 | \$ 12.50 | \$ 12.50 | \$ - | |
| McGeady Becher | Legal - Arvada IGA's Renegotiation | 599-0310 | 11/30/2020 | \$ 495.00 | \$ - | \$ 495.00 | |
| McGeady Becher | Legal - Service Agreements - General | 599-0325 | 11/30/2020 | \$ 1,064.00 | \$ - | \$ 1,064.00 | |
| McGeady Becher | Legal - Minutes / Board Meetings | 599-0004 | 12/31/2020 | \$ 1,290.20 | \$ 1,290.20 | \$ - | |
| McGeady Becher | Legal - Budgets | 599-0005 | 12/31/2020 | \$ 876.33 | \$ 876.33 | \$ - | |
| McGeady Becher | Legal - Official Records Maintenance | 599-0299 | 12/31/2020 | \$ 12.50 | \$ 12.50 | \$ - | |
| McGeady Becher | Legal - Arvada IGA's Renegotiation | 599-0310 | 12/31/2020 | \$ 207.50 | \$ - | \$ 207.50 | |
| McGeady Becher | Legal - Water Tank IGA, Arvada | 599-0325 | 12/31/2020 | \$ 1,864.50 | \$ - | \$ 1,864.50 | |
| McGeady Becher | Legal - Bonds 2020 | 599-0906 | 12/31/2020 | \$ 3,566.00 | \$ - | \$ 3,566.00 | |
| NRE Excavating Inc. | Candelas Medical Phase 2 Utilities | Pay Application #7 | 12/25/2020 | \$ 40,707.50 | \$ - | \$ 40,707.50 | |
| Norris Design, Inc. | Master Planning & Graphics | 01-62682 | 11/30/2020 | \$ 130.00 | \$ - | \$ 130.00 | |
| Papillon, LLC | District Management | 1207 | 1/4/2020 | \$ 37,691.14 | \$ - | \$ 37,691.14 | |
| Powell Restoration | Erosion Control | 5880 | 12/29/2020 | \$ 12,482.35 | \$ - | \$ 12,482.35 | |
| Simmons Wheeler | Accounting Services | 27738 | 11/30/2020 | \$ 5,348.01 | \$ 5,348.01 | \$ - | |
| Simmons Wheeler | Accounting Services | 27947 | 12/31/2020 | \$ 2,128.60 | \$ 2,128.60 | \$ - | |
| SDMS | District Expenses | JCMD1 - 00 | 12/31/2020 | \$ 10.30 | \$ 10.30 | \$ - | |
| SDMS | Board Meetings | JCMD1 - 01 | 12/31/2020 | \$ 448.00 | \$ 448.00 | \$ - | |
| SDMS | Management Matters | JCMD1 - 02 | 12/31/2020 | \$ 56.00 | \$ 56.00 | \$ - | |
| SDMS | Records Management | JCMD1 - 03 | 12/31/2020 | \$ 56.00 | \$ 56.00 | \$ - | |
| SDMS | Statutory Compliance Matters | JCMD1 - 07 | 12/31/2020 | \$ 56.00 | \$ 56.00 | \$ - | |
| SDMS | Management-Budget Matters | JCMD1 - 11 | 12/31/2020 | \$ 84.00 | \$ 84.00 | \$ - | |
| SDMS | Operations Matters | JCMD1 - 20 | 12/31/2020 | \$ 84.00 | \$ 84.00 | \$ - | |
| SDMS | Website Design/Maintenance | JCMD1 - 24 | 12/31/2020 | \$ 14.00 | \$ 14.00 | \$ - | |
| SWAP, LLC | Storm Water Management | SWAP0547 | 12/31/2020 | \$ 3,146.68 | \$ - | \$ 3,146.68 | |
| SWCA Environmental Consultants | Environmental Permitting | 119955 | 12/14/2020 | \$ 1,417.54 | \$ - | \$ 1,417.54 | |
| Xcel Energy | West 91st Drive Street Lighting | 11921428 | 11/16/2020 | \$ 70,368.35 | \$ - | \$ 70,368.35 | |
| Totals | | | | \$ 551,927.49 | \$ 29,240.39 | \$ 522,687.10 | |

Notes:
1= Operating Costs paid by District

2= Capital Costs Paid by District

3 = Traffic Signal Funding - Per Section 5.b. of 2015 Restructuring Agreement \$985,000 to be funded by CMMD. To date approximately \$563,793.50 paid by CMMD. JCMD1 to request reimbursement from CMMD or qualifying signalization work.

4 = City of Arvada Surety - The City received \$100,000 surety from the District on September 4, 2018. This cash is not available to the District until it is collected.

5 = There is a FEMA Grant Closeout Receivable to District #2, in the estimated amount of \$21,828.99. Anticipated spring 2022.

CASH POSITION

| SOURCES | Notes | General | Capital |
|---|---------------------------------|----------------------|-------------------------|
| First Bank | | \$ - | \$ 281,619.40 |
| CoBiz | | \$ 4,898.40 | \$ - |
| ColoTrust | | \$ 133,889.59 | \$ 304,109.31 |
| UMB 2015 | Project Fund | \$ - | \$ - |
| Candelas Medical Escrow Reimbursement Phase 1 | | \$ - | \$ 203,390.52 |
| Candelas Medical Escrow Reimbursement Phase 2 | | \$ - | \$ 453,195.99 |
| UMB 2017 | | \$ 3,222.00 | \$ - |
| IGA W/ CMMD | Traffic Signal Funding (Note 3) | \$ - | \$ 421,206.51 |
| Series 2020A-2 Project Fund | | \$ - | \$ 7,702,381.03 |
| Series 2020B Project Fund | | \$ - | \$ 41,306,249.46 |
| Sub Total | | \$ 138,787.99 | \$ 50,675,374.22 |
| USES | | | |
| Contract Commitments | | | |
| Current Payables | | \$ 29,240.39 | \$ 522,687.10 |
| Construction | Contractors, District Portion | \$ - | \$ 766,152.03 |
| Construction | Contractors, Developer Portion | \$ - | \$ 11,671.56 |
| Consultants | Consulting Contracts | \$ - | \$ 1,257,406.29 |
| Sub Total | | \$ 29,240.39 | \$ 2,557,916.97 |
| General Fund Total | | | |
| General Fund Surplus/Deficit | | (\$45,768.00) | |
| BALANCE | | \$ 63,779.60 | \$ 48,117,457.25 |

ADJUSTMENTS TO CASH POSITION

| | Notes | General | Capital |
|-----------------------------------|-------------------------|---------------------|-------------------------|
| Balance Before Adjustments | | \$ 63,779.60 | \$ 48,117,457.25 |
| Public Improvement Surety | City of Arvada (Note 4) | \$ - | \$ - |
| ADJUSTED BALANCE | | \$ 63,779.60 | \$ 48,117,457.25 |

GRAND TOTAL ADJUSTED BALANCE \$ 48,181,236.85
PRIOR MONTH GRAND TOTAL \$ 48,712,426.28
CHANGE \$ (531,189.43)

EXPLANATION OF CHANGE TO CASH POSITION SINCE PRIOR MONTH

| Expense Category | December | January | Change |
|---|-----------------|-----------------|------------------------|
| Current Payables | | | \$ 551,927.49 |
| Less General Fund | | | \$ (29,240.39) |
| Subtotal | | | \$ 522,687.10 |
| Commitments | | | |
| Attachment D | | | |
| Contractors, District Portion | \$ 1,063,954.17 | \$ 766,152.03 | \$ (297,802.14) |
| Contractors, Developer Portion | \$ 11,671.56 | \$ 11,671.56 | \$ - |
| Consulting Contracts | \$ 1,321,446.76 | \$ 1,257,406.29 | \$ (64,040.47) |
| Subtotal | | | \$ (361,842.61) |
| Net Increase/Decrease to Commitments Since Prior Month | | | \$ 160,844.49 |
| Interest Income | | | \$ (9,397.05) |
| Bank Charges | | | \$ 30.00 |
| City of Arvada | | | \$ 1,212.24 |
| Xcel Payments | | | \$ 87.22 |
| Transfer from UMB COI Account | | | \$ (34,120.00) |
| General Fund Property taxes | | | \$ (3,237.60) |
| Check #10935 | | | \$ 348,320.39 |
| Check #10936 | | | \$ 70,368.35 |
| Void check #10634 | | | \$ (14,430.00) |
| Void check #10219 | | | \$ (10,000.00) |
| Change in General Fund Forecast | | | \$ (7,729.00) |
| General Fund Payable | | | \$ 29,240.39 |
| Total Adjustments for Reconciliation | | | \$ 531,189.43 |
| Out of Balance Amount | | | \$ (0.00) |



Jefferson Center Metro District No. 1

District Expenditures Verification For January 2021



January 26, 2021

Jefferson Center Metropolitan District No. 1
Attn: Board of Directors
141 Union Blvd., Suite 150
Lakewood, CO 80228

DISTRICT ENGINEER'S VERIFICATION OF IMPROVEMENTS AND EXPENDITURES PAID BY JEFFERSON CENTER METROPOLITAN DISTRICT NO. 1

VERIFICATION FOR JANUARY 2021

INTRODUCTION

Independent District Engineering Services, LLC (Engineer) was hired by the Jefferson Center Metropolitan District No. 1 (District) to provide verification of expenditures of the District related to District contracts associated with improvements and services (District Expenditures) for the Candelas Development located in the City of Arvada, Colorado (Project). Some of the District contracts may have expenditures for both District-eligible and non-eligible improvements and services. This document summarizes the engineer's approach and findings for such expenditures.

ACTIVITIES CONDUCTED

To provide verification of District Expenditures, a review of the relevant District contracts, invoices and pay applications submitted to the District was performed. These were invoices and pay applications submitted to the District and run through the District invoice process. Invoices which are paid through General or Debt Fund categories were not reviewed but are shown as Operating and Maintenance Expenditures to reflect the grand total of District expenditures for the month. A Contract Summary is also provided, detailing contract amounts and balances through this period. Additionally, any invoices withheld from payment are also summarized. A Cost Share summary is also provided, detailing Mountain Shadows and Foothills Church reimbursement participation breakdown.

SUMMARY AND RECOMMENDATION

After completing the activities identified, in our professional opinion, we have concluded the following:

1. At this time and based upon the information provided, we find **\$551,927.49** of the District Expenditures were appropriately classified as District Eligible Expenses.
2. At this time and based upon the information provided, we find **\$0.00** of the District Expenditures were appropriately classified as Non-Eligible Expenses.

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

Respectfully Submitted,
Independent District Engineering Services, LLC

Brandon Collins, PE

Brandon Collins, PE
Attachments



Attachments

- A - District Expenditures Summary**
- B - District Expenditures Detail**
- C - Contract Summary**

Attachment A

Jefferson Center Metropolitan District No. 1
January 2021 Expenditures

| Vendor | Description | Invoice Number | Invoice Date | Invoiced Amount | District Expenditures | Non Eligible Expenses |
|--------------------------------|--|--------------------|--------------|---------------------|-----------------------|-----------------------|
| CTL Thompson | Geotechnical Services | 527235 | 10/31/19 | \$ 1,650.00 | \$ 1,650.00 | \$ - |
| Environmental Design | Snow Removal | O&M | 12/17/20 | \$ 285.00 | \$ 285.00 | \$ - |
| Environmental Design | Median Enhancements | O&M | 12/29/20 | \$ 10,899.38 | \$ 10,899.38 | \$ - |
| Environmental Design | Monthly Grounds Services | O&M | 1/4/21 | \$ 2,258.07 | \$ 2,258.07 | \$ - |
| GH Phipps Construction | Candelas Medical Phase 2 Concrete and Paving | Pay Application #2 | 12/25/2020 | \$ 249,696.73 | \$ 249,696.73 | \$ - |
| Galloway & Company | Design Engineering | 95042 | 12/15/2020 | \$ 2,783.75 | \$ 2,783.75 | \$ - |
| Galloway & Company | Design Engineering | 95043 | 12/15/2020 | \$ 1,629.10 | \$ 1,629.10 | \$ - |
| Hogan Works | Wire Fencing | 2020-20 | 12/23/2020 | \$ 7,403.60 | \$ 7,403.60 | \$ - |
| IDES LLC | District Engineering Management | 08553 | 12/31/2020 | \$ 12,884.56 | \$ 12,884.56 | \$ - |
| Legacy Traffic Management | Traffic Control | 10192 | 12/7/2020 | \$ 4,290.00 | \$ 4,290.00 | \$ - |
| Legacy Traffic Management | Traffic Control | 10234 | 12/28/2020 | \$ 70.00 | \$ 70.00 | \$ - |
| Martin/Martin, Inc | Engineering | 16.0362-00043 | 12/9/2020 | \$ 1,740.00 | \$ 1,740.00 | \$ - |
| Martin/Martin, Inc | Engineering | 17.0684-00031 | 12/14/2020 | \$ 2,275.00 | \$ 2,275.00 | \$ - |
| Martin/Martin, Inc | Engineering | 17.0725-00026 | 12/14/2020 | \$ 992.55 | \$ 992.55 | \$ - |
| Martin/Martin, Inc | Engineering | 20.0287-00013 | 12/14/2020 | \$ 6,498.75 | \$ 6,498.75 | \$ - |
| Martin/Martin, Inc | Engineering | 20.0465-00008 | 12/14/2020 | \$ 4,165.00 | \$ 4,165.00 | \$ - |
| Martin/Martin, Inc | Engineering | 20.0532-00007 | 12/14/2020 | \$ 12,280.00 | \$ 12,280.00 | \$ - |
| Martin/Martin, Inc | Engineering | 20.0668-00005 | 12/12/2020 | \$ 4,650.00 | \$ 4,650.00 | \$ - |
| Martin/Martin, Inc | Engineering | 20.0717-00006 | 12/12/2020 | \$ 6,756.25 | \$ 6,756.25 | \$ - |
| Martin/Martin, Inc | Engineering | 20.0862-00004 | 12/15/2020 | \$ 7,090.00 | \$ 7,090.00 | \$ - |
| Martin/Martin, Inc | Engineering | 20.1293-00001 | 12/14/2020 | \$ 22,953.75 | \$ 22,953.75 | \$ - |
| McGeady Becher | Legal - Minutes / Board Meetings | O&M | 11/30/2020 | \$ 3,138.50 | \$ 3,138.50 | \$ - |
| McGeady Becher | Legal - Budgets | O&M | 11/30/2020 | \$ 1,701.00 | \$ 1,701.00 | \$ - |
| McGeady Becher | Legal - Conflict of Interest | O&M | 11/30/2020 | \$ 219.50 | \$ 219.50 | \$ - |
| McGeady Becher | Legal - Official Records Maintenance | O&M | 11/30/2020 | \$ 12.50 | \$ 12.50 | \$ - |
| McGeady Becher | Legal - Arvada IGA's Renegotiation | 599-0310 | 11/30/2020 | \$ 495.00 | \$ 495.00 | \$ - |
| McGeady Becher | Legal - Service Agreements - General | 599-0325 | 11/30/2020 | \$ 1,064.00 | \$ 1,064.00 | \$ - |
| McGeady Becher | Legal - Minutes / Board Meetings | O&M | 12/31/2020 | \$ 1,290.20 | \$ 1,290.20 | \$ - |
| McGeady Becher | Legal - Budgets | O&M | 12/31/2020 | \$ 876.33 | \$ 876.33 | \$ - |
| McGeady Becher | Legal - Official Records Maintenance | O&M | 12/31/2020 | \$ 12.50 | \$ 12.50 | \$ - |
| McGeady Becher | Legal - Arvada IGA's Renegotiation | 599-0310 | 12/31/2020 | \$ 207.50 | \$ 207.50 | \$ - |
| McGeady Becher | Legal - Water Tank IGA, Arvada | 599-0325 | 12/31/2020 | \$ 1,864.50 | \$ 1,864.50 | \$ - |
| McGeady Becher | Legal - Bonds 2020 | 599-0906 | 12/31/2020 | \$ 3,566.00 | \$ 3,566.00 | \$ - |
| NRE Excavating Inc. | Candelas Medical Phase 2 Utilities | Pay Application #7 | 12/25/20 | \$ 40,707.50 | \$ 40,707.50 | \$ - |
| Norris Design, Inc. | Master Planning & Graphics | 01-62682 | 11/30/2020 | \$ 130.00 | \$ 130.00 | \$ - |
| Papillon, LLC | District Management | 1207 | 1/4/2020 | \$ 37,691.14 | \$ 37,691.14 | \$ - |
| Powell Restoration | Erosion Control | 5880 | 12/29/2020 | \$ 12,482.35 | \$ 12,482.35 | \$ - |
| Simmons Wheeler | Accounting Services | O&M | 11/30/2020 | \$ 5,348.01 | \$ 5,348.01 | \$ - |
| Simmons Wheeler | Accounting Services | O&M | 12/31/2020 | \$ 2,128.60 | \$ 2,128.60 | \$ - |
| SDMS | District Expenses | O&M | 12/31/2020 | \$ 10.30 | \$ 10.30 | \$ - |
| SDMS | Board Meetings | O&M | 12/31/2020 | \$ 448.00 | \$ 448.00 | \$ - |
| SDMS | Management Matters | O&M | 12/31/2020 | \$ 56.00 | \$ 56.00 | \$ - |
| SDMS | Records Management | O&M | 12/31/2020 | \$ 56.00 | \$ 56.00 | \$ - |
| SDMS | Statutory Compliance Matters | O&M | 12/31/2020 | \$ 56.00 | \$ 56.00 | \$ - |
| SDMS | Management-Budget Matters | O&M | 12/31/2020 | \$ 84.00 | \$ 84.00 | \$ - |
| SDMS | Operations Matters | O&M | 12/31/2020 | \$ 84.00 | \$ 84.00 | \$ - |
| SDMS | Website Design/Maintenance | O&M | 12/31/2020 | \$ 14.00 | \$ 14.00 | \$ - |
| SWAP, LLC | Storm Water Management | SWAP0547 | 12/31/2020 | \$ 3,146.68 | \$ 3,146.68 | \$ - |
| SWCA Environmental Consultants | Environmental Permitting | 119955 | 12/14/2020 | \$ 1,417.54 | \$ 1,417.54 | \$ - |
| Xcel Energy | West 91st Drive Street Lighting | 11921428 | 11/16/2020 | \$ 70,368.35 | \$ 70,368.35 | \$ - |
| TOTALS | | | | \$551,927.49 | \$551,927.49 | \$ - |

Note 1: Operating and Maintenance Expenditures are not reviewed or verified by IDES, but are included to show total District expenditures for the month.

Summary of Previous Expenditures

| Description | Invoiced Amount | District Portion | Developer Portion |
|------------------------------|------------------------|------------------------|-----------------------|
| January 2017 | \$337,753.11 | \$337,753.11 | \$0.00 |
| February-March 2017 | \$116,080.01 | \$116,080.01 | \$0.00 |
| April 2017 | \$75,005.08 | \$75,005.08 | \$0.00 |
| May 2017 | \$57,781.98 | \$57,781.98 | \$0.00 |
| June 2017 | \$261,915.95 | \$261,915.95 | \$0.00 |
| July 2017 | \$266,824.36 | \$266,824.36 | \$0.00 |
| August 2017 | \$364,857.30 | \$364,857.30 | \$0.00 |
| September 2017 | \$340,314.01 | \$340,314.01 | \$0.00 |
| October 2017 | \$838,218.91 | \$838,218.91 | \$0.00 |
| November 2017 | \$888,004.91 | \$888,004.91 | \$0.00 |
| December 2017 | \$1,208,041.62 | \$1,208,041.62 | \$0.00 |
| January 2018 | \$760,267.53 | \$760,267.53 | \$0.00 |
| February 2018 | \$939,099.20 | \$939,099.20 | \$0.00 |
| March 2018 | \$694,085.71 | \$694,085.71 | \$0.00 |
| April 2018 | \$827,383.01 | \$827,383.01 | \$0.00 |
| May 2018 | \$382,771.64 | \$382,771.64 | \$0.00 |
| June 2018 | \$339,925.95 | \$339,925.95 | \$0.00 |
| July 2018 | \$856,161.45 | \$529,086.02 | \$327,075.43 |
| August 2018 | \$519,684.00 | \$462,220.92 | \$57,463.08 |
| September 2018 | \$389,595.70 | \$327,889.63 | \$61,706.07 |
| October 2018 | \$228,840.41 | \$171,908.57 | \$56,931.84 |
| November 2018 | \$749,718.53 | \$708,861.25 | \$40,857.28 |
| December 2018 - January 2019 | \$1,230,066.43 | \$1,151,816.67 | \$78,249.76 |
| February 2019 | \$278,928.38 | \$266,096.45 | \$12,831.93 |
| March 2019 | \$698,469.84 | \$652,102.11 | \$46,367.73 |
| April 2019 | \$903,521.05 | \$756,683.29 | \$146,837.76 |
| May 2019 | \$536,182.92 | \$425,132.62 | \$111,050.30 |
| June 2019 | \$771,189.76 | \$768,047.76 | \$3,142.00 |
| July 2019 | \$284,197.11 | \$284,197.11 | \$0.00 |
| August 2019 | \$469,632.07 | \$469,632.07 | \$0.00 |
| September 2019 | \$396,712.41 | \$388,404.57 | \$8,307.84 |
| October 2019 | \$273,917.13 | \$269,494.88 | \$4,422.25 |
| November 2019 | \$615,452.49 | \$599,820.91 | \$15,631.58 |
| December 2019 | \$682,556.83 | \$542,504.05 | \$140,052.78 |
| January 2020 | \$773,963.90 | \$488,995.98 | \$284,967.92 |
| February 2020 | \$1,167,673.53 | \$798,368.25 | \$369,305.28 |
| March 2020 | \$496,421.09 | \$338,423.36 | \$157,997.73 |
| April 2020 | \$202,212.02 | \$162,345.74 | \$39,866.28 |
| May 2020 | \$235,045.54 | \$235,045.54 | \$0.00 |
| June 2020 | \$369,447.64 | \$364,032.64 | \$5,415.00 |
| July 2020 | \$126,774.67 | \$126,774.67 | \$0.00 |
| August 2020 | \$990,507.47 | \$990,507.47 | \$0.00 |
| September 2020 | \$1,179,949.52 | \$1,128,626.84 | \$51,322.68 |
| October 2020 | \$797,278.71 | \$797,278.71 | \$0.00 |
| November 2020 | \$776,496.17 | \$776,496.17 | \$0.00 |
| December 2020 | \$942,278.42 | \$915,988.76 | \$26,289.66 |
| January 2021 (Current) | \$551,927.49 | \$551,927.49 | \$0.00 |
| Total | \$27,093,132.96 | \$25,147,040.78 | \$1,946,092.18 |

Attachment B

Jefferson Center Metropolitan District No. 1
 January 2021 Expenditures
 By Category

| Category | Description | District Expenditures | Non-Eligible Expenditures |
|--|---|-----------------------|---------------------------|
| Construction | | | |
| 01 | Mobilization | \$0.00 | \$0.00 |
| 02 | Insurance | \$0.00 | \$0.00 |
| 03 | Bonds | \$0.00 | \$0.00 |
| 04 | Bonds (Project Financing) | \$0.00 | \$0.00 |
| 05 | Fees/Permits | \$5,084.44 | \$0.00 |
| 06 | Grading | \$0.00 | \$0.00 |
| 07 | Box Culvert/Bridges | \$0.00 | \$0.00 |
| 08 | Erosion Control | \$23,973.21 | \$0.00 |
| 09 | Sanitary Sewer | \$0.00 | \$0.00 |
| 10 | Sanitary Sewer Services | \$0.00 | \$0.00 |
| 11 | Waterline | \$41,650.00 | \$0.00 |
| 12 | Waterline Services | \$0.00 | \$0.00 |
| 13 | Storm Sewer/Drainage | \$0.00 | \$0.00 |
| 14 | Concrete | \$85,813.38 | \$0.00 |
| 15 | Paving | \$166,009.98 | \$0.00 |
| 16 | Roadway Signage and Striping (not Monumentation) | \$0.00 | \$0.00 |
| 17 | Monumentation and Walls | \$0.00 | \$0.00 |
| 18 | Landscaping and Fencing | \$7,403.60 | \$0.00 |
| 19 | Construction-Offsites (SH72, Jefferson Beltway, etc.) | \$0.00 | \$0.00 |
| 20 | Transportation (Parking Lots, P&R, bus stop, etc.) | \$0.00 | \$0.00 |
| 21 | Dry Utility Service Infrastructure and Services | \$70,368.35 | \$0.00 |
| 22 | Dry Utility Substation (Power, Cell, Cable, etc.) | \$0.00 | \$0.00 |
| 23 | Traffic Lights/Signalization | \$0.00 | \$0.00 |
| 24 | Fire Protection/Fire Station | \$0.00 | \$0.00 |
| 25 | Mosquito Control | \$0.00 | \$0.00 |
| 26 | Parks & Rec | \$0.00 | \$0.00 |
| 27 | TV Relay and Translation | \$0.00 | \$0.00 |
| 49 | Retainage | -\$15,284.43 | \$0.00 |
| Subtotal Construction | | \$385,018.53 | \$0.00 |
| Consulting | | | |
| 60 | Legal Services | \$7,197.00 | \$0.00 |
| 61 | District Management | \$12,622.06 | \$0.00 |
| 62 | District Management (Papillon) | \$37,691.14 | \$0.00 |
| 63 | Planning/Engineering | \$73,944.15 | \$0.00 |
| 64 | Geotechnical/Testing | \$1,650.00 | \$0.00 |
| 65 | Survey | \$0.00 | \$0.00 |
| 66 | Stormwater Management | \$3,146.68 | \$0.00 |
| 67 | Misc. Professional Services | \$1,417.54 | \$0.00 |
| 68 | Fees/Permits | \$0.00 | \$0.00 |
| 69 | Professional-Offsites (SH72, Jefferson Beltway, etc.) | \$0.00 | \$0.00 |
| 70 | Real Estate and ROW Acquisitions | \$0.00 | \$0.00 |
| Subtotal Consulting | | \$137,668.57 | \$0.00 |
| Operating and Maintenance Expenditures | | \$29,240.39 | \$0.00 |
| Total | | \$551,927.49 | \$0.00 |

Attachment C

Jefferson Center Metropolitan District No. 1
 January 2021 Expenditures
 Candelas Subdivisions Post-Bond Contract Summary

Contractors (District Portion)

| Contractor (Vendor Number) | Contract (District) | Change Orders (District) | Total Contract (District) | Amount Paid (District) | Remaining (District) |
|--|------------------------|--------------------------|---------------------------|------------------------|----------------------|
| (18) Premier Earthworks & Infrastructure (Subdivisons) | | | | | |
| Candelas Point | \$2,856,963.93 | \$468,403.61 | \$3,325,367.54 | \$3,325,367.53 | \$0.00 |
| Candelas Medical | \$1,590,950.26 | \$470,376.31 | \$2,061,326.57 | \$1,958,260.16 | \$103,066.41 |
| Kings North | \$796,908.07 | \$47,080.79 | \$843,988.86 | \$843,988.85 | \$0.00 |
| (24) BrightView Landscape | | | | | |
| Candelas Point | \$312,133.53 | \$2,986.00 | \$315,119.53 | \$299,364.32 | \$15,755.21 |
| Candelas Medical | \$115,399.33 | \$8,216.00 | \$123,615.33 | \$114,299.56 | \$9,315.77 |
| Kings North | \$44,576.69 | \$5,965.00 | \$50,541.69 | \$48,014.60 | \$2,527.09 |
| (36) Kelley Trucking | \$1,241,330.73 | \$321,271.53 | \$1,562,602.26 | \$1,562,602.26 | \$0.00 |
| (38) Hogan Action Services | \$28,600.00 | \$10,450.00 | \$39,050.00 | \$28,600.00 | \$10,450.00 |
| (41) NRE Excavating - Candelas Medical Phase 2 Utilities | \$725,619.00 | \$83,476.02 | \$809,095.02 | \$763,715.47 | \$45,379.55 |
| (43) KECI Colorado, Inc | \$236,938.00 | \$1,440.08 | \$238,378.08 | \$82,635.83 | \$155,742.25 |
| (45) Miller Wall Company | \$1,077,183.00 | \$1,209,758.65 | \$2,286,941.65 | \$2,172,594.57 | \$114,347.08 |
| (46) GH Phipps | \$575,050.00 | \$5,084.44 | \$580,134.44 | \$307,586.11 | \$272,548.33 |
| (49) Powell Restoration | \$22,906.56 | \$0.00 | \$22,906.56 | \$21,761.23 | \$1,145.33 |
| (50) Standard Fence | \$35,875.00 | \$0.00 | \$35,875.00 | \$0.00 | \$35,875.00 |
| Xcel Energy | \$418,688.74 | \$0.00 | \$418,688.74 | \$418,688.74 | \$0.00 |
| Total Contracts (District Portion) | \$10,079,122.83 | \$2,634,508.43 | \$12,713,631.26 | \$11,947,479.23 | \$766,152.03 |
| Previous Month's Total | | | \$12,638,178.47 | | |
| Increase or Decrease | | | \$75,452.79 | | |

Contractors (Developer Portion)

| Contractor (Vendor Number) | (Developer) | (Developer) | (Developer) | (Developer) | (Developer) |
|--|-----------------------|---------------------|-----------------------|-----------------------|--------------------|
| (36) Kelley Trucking | \$778,638.14 | \$247,815.45 | \$1,026,453.59 | \$1,026,453.59 | \$0.00 |
| (18) Premier Earthworks & Infrastructure (Subdivisons) | | | | | |
| Candelas Point | \$255,150.15 | \$99,107.15 | \$354,257.30 | \$354,257.29 | \$0.00 |
| Candelas Medical | \$88,510.68 | \$144,920.62 | \$233,431.30 | \$221,759.75 | \$11,671.55 |
| Kings North | \$171,536.09 | \$0.00 | \$171,536.09 | \$171,536.08 | \$0.00 |
| Total Contracts (Developer Portion) | \$1,293,835.05 | \$491,843.22 | \$1,785,678.27 | \$1,774,006.71 | \$11,671.56 |
| Previous Month's Total | | | \$1,785,678.27 | | |
| Increase or Decrease | | | \$0.00 | | |

Consultants

| Consultant (Vendor Number) | TO # | Total Task Order Amount | Amount Paid | Remaining |
|---|--------------|-------------------------|---------------------|--------------------|
| Potholing | 1 | \$10,000.00 | \$7,170.00 | \$2,830.00 |
| (47) Badger Daylighting Corp. | Total | \$10,000.00 | \$7,170.00 | \$2,830.00 |
| CM MSE Wall Design | 12 | \$9,000.00 | \$9,000.00 | \$0.00 |
| Candelas Medical Phase 2 Grading | 13 | \$23,379.00 | \$23,379.00 | \$0.00 |
| Candelas Medical Phase 2 Retaining Walls | 14 | \$16,743.00 | \$14,963.00 | \$1,780.00 |
| Candelas Medical Phase 2 Utilities | 15 | \$17,290.00 | \$6,162.00 | \$11,128.00 |
| W 91st Subgrade Investigation & Pavement Design | 16 | \$4,950.00 | \$4,950.00 | \$0.00 |
| Candelas Parkway Observation and Testing | 17 | \$5,845.00 | \$0.00 | \$5,845.00 |
| Hwy 72, Joyce St, Indiana Widening | 18 | \$27,100.00 | \$0.00 | \$27,100.00 |
| Candelas Meical F1, Ph 2 Roadway | 19 | \$9,887.00 | \$0.00 | \$9,887.00 |
| (02) CTL Thompson, Inc. | Total | \$114,194.00 | \$58,454.00 | \$55,740.00 |
| On-Call Survey | 2 | \$85,000.00 | \$68,045.52 | \$16,954.48 |
| SCL Landscape Design | 5 | \$24,000.00 | \$17,328.70 | \$6,671.30 |
| Additional Survey & Construction Staking Quotes | 13 | \$2,250.00 | \$0.00 | \$2,250.00 |
| Candelas Point Design | 15 | \$57,129.00 | \$56,529.00 | \$600.00 |
| Joyce & Indiana Street Landscape | 17 | \$11,550.00 | \$0.00 | \$11,550.00 |
| (04) Galloway & Company | Total | \$179,929.00 | \$141,903.22 | \$38,025.78 |

| | | | | | |
|---|--|--------------|-----------------------|-----------------------|-----------------------|
| Wire Fencing | | 2 | \$14,807.20 | \$7,403.60 | \$7,403.60 |
| (39) Hogan Works | | Total | \$14,807.20 | \$7,403.60 | \$7,403.60 |
| District Oversight | | 10 | \$111,000.00 | \$111,000.00 | \$0.00 |
| District Oversight | | 11 | \$30,000.00 | \$3,605.71 | \$26,394.29 |
| (05) IDES | | Total | \$141,000.00 | \$114,605.71 | \$26,394.29 |
| Candelas Point Traffic Signal Design | | 4 | \$3,500.00 | \$1,980.00 | \$1,520.00 |
| Traffic Impact Study | | 9 | \$14,700.00 | \$14,700.00 | \$0.00 |
| Traffic Impact Study | | 10 | \$8,800.00 | \$8,800.00 | \$0.00 |
| (06) Kimley-Horn | | Total | \$27,000.00 | \$25,480.00 | \$1,520.00 |
| Traffic Control - Highway 72 | | 1 | \$7,220.00 | \$4,360.00 | \$2,860.00 |
| Traffic Control - West 96th & Indiana Street | | 2 | \$2,930.00 | \$70.00 | \$2,860.00 |
| (48) Legacy Traffic Management | | Total | \$10,150.00 | \$4,430.00 | \$5,720.00 |
| SCL Medical | | 2 | \$259,934.00 | \$258,514.16 | \$1,419.84 |
| SH93/SH72 | | 3 | \$229,890.33 | \$151,994.85 | \$77,895.48 |
| Additional Legal Services | | 7 | \$48,000.00 | \$41,553.94 | \$6,446.06 |
| On-Call Survey | | 8 | \$20,500.00 | \$20,135.00 | \$365.00 |
| Jefferson Pkwy Coordination | | 9 | \$43,000.00 | \$34,025.75 | \$8,974.25 |
| Grading Analysis | | 10 | \$62,900.00 | \$57,545.46 | \$5,354.54 |
| Big Dry Creek at Indiana | | 14 | \$20,000.00 | \$19,978.75 | \$21.25 |
| Candelas/Indiana Intersection Modifications | | 19 | \$13,700.00 | \$12,999.25 | \$700.75 |
| Candelas Medical/Big Dry Creek Floodplan | | 20 | \$11,500.00 | \$7,890.00 | \$3,610.00 |
| Grading/Earthwork/Taylor Morrison Parcels | | 21 | \$25,000.00 | \$24,920.00 | \$80.00 |
| Indiana & Highway 72 | | 22 | \$263,000.00 | \$135,721.80 | \$127,278.20 |
| Candelas Indiana Widening | | 23 | \$98,900.00 | \$31,931.25 | \$66,968.75 |
| Colorado Highway 72 Widening | | 24 | \$566,800.00 | \$81,100.65 | \$485,699.35 |
| Candelas Sanitary Sewer Outfall | | 25 | \$134,500.00 | \$33,869.80 | \$100,630.20 |
| Hwy 72 Waterline Due Diligence | | 26 | \$63,815.00 | \$12,781.25 | \$51,033.75 |
| Candelas Consolidated Drainage Due Diligence | | 27 | \$25,000.00 | \$22,953.75 | \$2,046.25 |
| Candelas Parkway Sidewalk Design Plans | | 28 | \$15,000.00 | \$0.00 | \$15,000.00 |
| (08) Martin/Martin | | Total | \$1,904,408.17 | \$950,884.50 | \$953,523.67 |
| Candelas Master Planning and Graphics | | 3 | \$15,000.00 | \$10,074.27 | \$4,925.73 |
| (27) Norris Design | | Total | \$15,000.00 | \$10,074.27 | \$4,925.73 |
| Management | | 1-4 | \$903,542.19 | \$794,627.77 | \$108,914.42 |
| (12) Papillon | | Total | \$903,542.19 | \$794,627.77 | \$108,914.42 |
| Erosion Control Management - Candelas Point | | 1-2 | \$45,500.00 | \$45,500.00 | \$0.00 |
| Erosion Control Management - Kings North | | 1-2 | \$7,000.00 | \$7,000.00 | \$0.00 |
| Erosion Control Management - Candelas Medical | | 1-2 | \$17,500.00 | \$17,500.00 | \$0.00 |
| Storm Water Management | | 3 | \$21,000.00 | \$21,000.00 | \$0.00 |
| Storm Water Management | | 4 | \$12,000.00 | \$2,054.18 | \$9,945.82 |
| (10) SWAP | | Total | \$103,000.00 | \$93,054.18 | \$9,945.82 |
| Candelas Environmental Permitting | | 2 | \$3,000.00 | \$3,000.00 | \$0.00 |
| CLOMR Joyce Street Culvert Crossing | | 3 | \$8,310.00 | \$5,744.81 | \$2,565.19 |
| Joyce Street Culvert Crossing | | 4 | \$4,200.00 | \$0.00 | \$4,200.00 |
| (33) SWCA | | Total | \$15,510.00 | \$8,744.81 | \$6,765.19 |
| Sanitary Sewer Flow Update | | 1 | \$29,700.00 | \$29,102.60 | \$597.40 |
| (26) TST, Inc. | | Total | \$29,700.00 | \$29,102.60 | \$597.40 |
| Erosion Control | | 1-8 | \$264,104.75 | \$229,004.36 | \$35,100.39 |
| (11) Wyoco Erosion Control | | Total | \$264,104.75 | \$229,004.36 | \$35,100.39 |
| Total of All Agreements | | | \$3,732,345.31 | \$2,474,939.02 | \$1,257,406.29 |
| Previous Month's Total | | | \$3,653,888.11 | | |
| Increase or Decrease | | | \$78,457.20 | | |

Combined Totals

| | | Total Contract | Amount Paid | Total Remaining |
|--|--|------------------------|------------------------|-----------------------|
| Contractor Contracts and Change Orders | | \$14,499,309.53 | \$13,721,485.95 | \$777,823.58 |
| Consultant Agreements, Task/Work Orders | | \$3,732,345.31 | \$2,474,939.02 | \$1,257,406.29 |
| TOTAL | | \$18,231,654.84 | \$16,196,424.97 | \$2,035,229.87 |

JEFFERSON CENTER METROPOLITAN DISTRICT NO. 1
2020 FORECAST OF GENERAL FUND REVENUES AND EXPENDITURES
AS of 12/31/2020

| | Acutal Paid/Received in | | | | | | | | | | | | Estimated | | | | | |
|--|-------------------------|----------------|----------------|---------------|----------------|----------------|-----------------|---------------|-----------------|----------------|------------------|----------------|----------------|---|----------------|-----------------|-------------------------------|-------------------------------|
| | 2020 Budget | January | February | March | April | May | June | July | August | September | October | November | December | December 2020 received/paid in January 2021 | Total Actual | Total Estimated | Total year to date & estimate | Difference to original budget |
| Revenues: | | | | | | | | | | | | | | | | | | |
| Property taxes (net of AURA increment) | 75,506 | | 359 | 16,415 | 19,064 | 5,320 | 466 | 30,065 | 1,317 | | (12,662) | | 154 | | 60,498 | - | 60,498 | (15,008) |
| Specific ownership taxes | 16,480 | | 1,698 | 1,424 | 1,083 | 1,019 | 1,187 | 1,764 | 1,675 | 1,408 | 5,624 | 1,661 | 1,510 | 1,565 | 20,054 | 1,565 | 21,619 | 5,139 |
| AURA tax increment - District's mill levy | 159,921 | | | | 125,622 | | | 47,401 | | 139,333 | (155,825) | | | | 156,531 | - | 156,531 | (3,390) |
| Interest Income | 1,706 | 165 | 152 | 320 | 437 | 268 | 118 | 188 | 176 | 148 | 149 | 91 | 66 | | 2,278 | - | 2,278 | 572 |
| Total Revenues | 253,613 | 165 | 2,209 | 18,160 | 146,206 | 6,607 | 1,771 | 79,418 | 3,168 | 140,889 | (162,714) | 1,752 | 1,730 | 1,565 | 239,361 | 1,565 | 240,926 | (12,687) |
| Expenses: | | | | | | | | | | | | | | | | | | |
| Legal | 45,000 | | 4,567 | 4,951 | 6,997 | 8,076 | 4,110 | 10,808 | 5,080 | 5,782 | 4,892 | | 3,489 | 11,750 | 58,752 | 11,750 | 70,502 | (25,502) |
| Accounting | 6,000 | | | | | | | | | | | | | 6,000 | - | 6,000 | 6,000 | - |
| Audit | 5,500 | | | | | | | | 5,350 | | | | | | 5,350 | - | 5,350 | 150 |
| Landscape Maintenance | 16,000 | | | | | | | | | | | | | | - | - | - | 16,000 |
| Monthly Ground Services | | 1,533 | 1,533 | | 1,533 | 2,258 | 5,324 | 2,580 | 2,258 | 2,258 | 2,258 | 2,258 | 2,258 | | 26,052 | - | 26,052 | (26,052) |
| Snow removal | | | 360 | 450 | | | 1,125 | | | | | | 475 | 475 | 2,410 | 475 | 2,885 | (2,885) |
| Repairs | | | | | | | | | | 7,692 | 13,515 | 466 | | | 21,673 | - | 21,673 | (21,673) |
| Management fees | 32,000 | | 911 | | 14 | 523 | 1,697 | 1,907 | 2,544 | 2,187 | 1,652 | 1,538 | 1,224 | 1,420 | 14,197 | 1,420 | 15,617 | 16,383 |
| Project Management | - | | | | | | | | | | | 125 | 250 | 188 | 375 | 188 | 563 | (563) |
| Elections | 2,000 | | | | | 60 | 21 | | | | | | | | 81 | - | 81 | 1,919 |
| Insurance | 5,450 | 4,644 | | 706 | | | | | | | 450 | | | | 5,800 | - | 5,800 | (350) |
| Miscellaneous | 2,000 | 10 | 68 | 50 | 12 | 20 | 80 | 20 | 20 | 40 | 10 | 10 | 58 | | 398 | - | 398 | 1,602 |
| Office Supplies | 1,000 | | | | | | | | | | | | | 1,000 | - | 1,000 | 1,000 | - |
| Utilities | 10,000 | | | | | | | | | | | | | | - | - | - | 10,000 |
| Xcel Energy | | | 128 | 62 | | 93 | 132 | 133 | 46 | 61 | 88 | 82 | 87 | 182 | 912 | 182 | 1,094 | (1,094) |
| City of Arvada | | | 43 | | 43 | | | 933 | 3,546 | | | 3,054 | | 1,212 | 7,619 | 1,212 | 8,831 | (8,831) |
| Treasurer's fees | 3,531 | | 5 | 246 | 286 | 80 | 7 | 451 | 9 | | (394) | | 2 | | 692 | - | 692 | 2,839 |
| Transfer to #2 General Fund | 56,554 | | | | 9,977 | | 15,196 | | | | 6,275 | | | 25,106 | 31,448 | 25,106 | 56,554 | - |
| Transfer to Mt Shadows for O&M | 8,383 | | | | | | | | | | 8,257 | | | | 8,257 | - | 8,257 | 126 |
| Total Expenses (less contingency & reserve) | 193,418 | 6,187 | 7,616 | 6,465 | 18,862 | 11,110 | 27,692 | 16,832 | 18,853 | 18,020 | 37,003 | 7,533 | 7,843 | 47,333 | 184,016 | 47,333 | 231,349 | (37,931) |
| Funds Remaining | 60,195 | (6,022) | (5,406) | 11,695 | 127,344 | (4,503) | (25,921) | 62,586 | (15,685) | 122,869 | (199,717) | (5,781) | (6,113) | (45,768) | 55,345 | (45,768) | 9,577 | (50,618) |

CONDENSED SOURCES & USES
As of 1/22/21

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

| Pre - December 2, 2019 Summary | | | | | | | | | | | |
|---------------------------------------|-------------------|-------------------------|-------|----------|-------------------|-------------|------------------------|-------------|--------|------------------|----------------|
| 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 to be Exercised | 7.42 |
| Net Unrestricted Available | <u>119.15</u> |

CCLLC Held Balance 363.05

| Post - 12/2/2019 Allocations | | | | | | | | | | | | | | | | |
|-------------------------------------|------------------------------|-------------------------|-----------------|-----------|------------------------|------------------------|-----------------------|-----------------|------------------------|-----------------|------------------|---------------|----------------------|-----------------|---------------------------------|------------------------------|
| SOURCES | | RESIDENTIAL USES | | | | | COMERCIAL USES | | | | | | BALANCE | | | |
| Sources | Unrestricted Including CCLLC | Whisper Village | Taylor Morrison | Allocated | Unrestricted Available | IGA Restricted Balance | Kentro Retail 1 | Kentro Retail 2 | SCL - Candelas Medical | Whisper Village | Total Commercial | Not Allocated | Combined Allocations | CCLLC Available | Restricted Commercial Available | CCLLC Unrestricted Available |
| Allocations JCMD2 | 119.15 | 33.00 | 86.15 | 119.15 | - | 150.00 | 2.50 | 2.50 | 2.50 | 15.00 | 22.50 | 127.50 | 141.65 | - | 127.50 | - |
| Allocations CCLLC | 363.05 | - | 224.85 | 224.85 | 138.20 | - | - | - | - | - | - | - | 224.85 | 138.20 | - | 138.20 |

COMMERCIAL WATER ALLOCATION COMMITMENTS
As of 1/22/21

| User | Final Tap Size | Final Allocation | Final Letter Date | Preliminary Tap Size | Preliminary Allocation | Preliminary Letter Date | Available Balance (AF) |
|--|----------------|------------------|-------------------|----------------------|------------------------|-------------------------|------------------------|
| Pre-12/2/19 Allocations | | | | | | | |
| Final Allocations | | | | | | | 594.23 |
| 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) | | | | 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> | | |
| Initial Allocation Not Included | | | | | | | |
| Cimarron Commercial LLC | | | | | 363.05 | | 176.68 |
| Post-12/2/19 Allocations | | | | | | | |
| 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 |
| Total | | | | | <u>22.50</u> | | |
| Total Acre Feet Remaining Unallocated | | | | | | | 127.50 |

| 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 1/22/21

| User | Acre Feet | Available Balance (AF) |
|-----------------------------|----------------|---------------------------|
| Pre-12/2/19 | | |
| | | 1275.01 |
| Canyon Pines | 36.00 | 1239.01 |
| Mountain Shadows | 200.00 | 1039.01 |
| Arvada Residential Partners | 1039.01 | 0.00 |
| Total | <u>1275.01</u> | |
| Post-12/2/19 | | |
| | | 389.73 |
| Whisper Village | 33.00 | 356.73 |
| Taylor Morrison | 308.00 | 48.73 |
| Taylor Morrison | 3.00 | 45.73 |
| Total | <u>344.00</u> | |