

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 REGULAR MEETING AND AGENDA

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

DATE July 26, 2022 (Tuesday)

TIME: 9:30 A.M.

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

Join Zoom Meeting

<https://us02web.zoom.us/j/5469119353?pwd=SmtlcHJETFhCQUZEcVBBOGZVU3Fqdz09>

Meeting ID: 546 911 9353

Passcode: 912873

Dial In: 1-253-215-8782 or 1-336-248-7799

I. ADMINISTRATIVE MATTERS

A. Present Disclosures of Potential Conflicts of Interest.

B. Approve Agenda, confirm location of the meeting and posting of meeting notices.

C. Review and approve Minutes of the June 28, 2022 Regular 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 Contract for Maintenance and Repairs between the District and Wagner Construction, Inc.
 - Ratify approval of Work Order No. 8 to the Contract between the District and Golden Triangle Construction, LLC, for asphalt material cost escalation, in the amount of \$10,957.00.
 - Ratify approval of Work Order No. 1 to the Contract for Maintenance and Repairs between the District and Wagner Construction, Inc., for Candelas slope repairs, in the amount of \$64,102.00.
 - Ratify approval of Change Order No. 3 to the Contract between the District and Wagner Construction, Inc., for Hwy. 72 water main pipe install, in the amount of \$203,700.
 - Ratify approval of Task Order No. 25 to the Master Service Agreement for Construction Observation and Materials Testing Services between the District and CTL/Thompson, Inc., for Candelas Parkway & Hwy 72 subgrade investigation, in the amount of \$3,000.
 - Ratify approval of Task Order No. 15 to the Service Agreement for District Oversight Services between the District and Independent District Engineering Services, LLC, for District Oversight Services, in the amount of \$268,000.
 - Ratify approval of Task Order No. 32 to the Service Agreement between the District and Martin/Martin, Inc., for Welton Parcel concept grading, in the amount of \$10,000.
-

IV. FINANCIAL MATTERS

- A. Review and consider approval of the payment of claims through the period ending July 31, 2022, in the amount of \$661,227.07 (enclosure).
-
- B. Review and accept cash position statement as of July 19, 2022 (enclosure).
-
- C. Review forecast of General Fund Revenues and Expenditures (enclosure).
-
- D. Review Expense Tracking Report (to be distributed) and consider approval of District Expenditures Verification Report (to be distributed).
-

E. Discuss 2020 Bond budget for infrastructure.

F. Discuss future operation and maintenance obligations, and related budget matters.

V. MANAGEMENT MATTERS

A. Discuss status of Water Allocations and Facilities Fees Collections (enclosure).

VI. LEGAL MATTERS

A. Discuss and status of retaining wall and slope easements for the benefit of RangeWater Residential, LLC.

B. Ratify approval of Intergovernmental Agreement for Off-Site Public Improvements for the Trailstone Development by and between the City of Arvada and the District (enclosures).

C. Discuss status of the District's General Obligation Refunding and Improvement Bonds, Series 2023 (the "Refunding Bonds").

D. Discuss status of Intergovernmental Agreement by and between the City of Arvada and Jefferson Center Metropolitan District No. 1 For Financing of the Design, Preconstruction Services, and Construction of the Upgrades and Improvements to the Alkire Lift Station.

E. Discuss status of District's conveyance of Lots 1-3, Candelas Commercial Filing No. 3, Amendment No. 2, to Cimarron Development Company ("CDC") and CDC's conveyance of Tracts A through E, Candelas Commercial Filing No. 3, Amendment No. 2, upon recordation of the Final Plat for Candelas Commercial Filing No. 3, Amendment No. 2.

F. Discuss potential agreement between the District and a future homeowners' association relative to the operation and maintenance of Trailstone Improvements.

VII. CONSTRUCTION MATTERS

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

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

- C. Discuss SEMA Construction Inc. and GH Phipps Construction Companies warranty obligations. Authorize any necessary actions in connection therewith.

- D. Discuss Premier Earthworks & Infrastructure, Inc. warranty obligations. Authorize any necessary actions in connection therewith.

VIII. CAPITAL IMPROVEMENTS

- A. Review and consider approval of Cost Certification Report No. 8 prepared by Independent District Engineering Services, LLC, certifying District eligible expenditures relative to Trailstone Filing No. 1 Public Improvements (“Report No. 8”), and accept certified costs (to be distributed).

 - 1. Discuss and consider authorizing reimbursement to Cimarron Commercial, LLC in the amount certified per Report No. 8, pursuant to the Facilities Funding and Acquisition Agreement between the District and Cimarron Development Company (“CDC”), as amended, and pursuant to the Letter from CDC regarding Payment Directive Pertaining to Certified Costs for Trailstone Filing No. 1 Public Improvements.

IX. OTHER BUSINESS

- A.

X. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR AUGUST 23, 2022.**

RECORD OF PROCEEDINGS

MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE JEFFERSON CENTER METROPOLITAN DISTRICT NO. 1 HELD JUNE 28, 2022

A Regular Meeting of the Board of Directors of the Jefferson Center Metropolitan District No. 1 (referred to hereafter as "Board") was convened on Tuesday, June 28, 2022, at 9:30 a.m. This District Board meeting was held by video/telephone conference with all participants attending via video/teleconference. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

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

Also In Attendance Were:

David Solin; Special District Management Services, Inc.

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

Joy Tatton; Simmons & Wheeler, P.C.

Wes Back and Brandon Collins; Independent District Engineering Services, LLC

DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

Disclosures of Potential Conflicts of Interest: The Board discussed the requirements pursuant to the Colorado Revised Statutes to disclose any potential conflicts of interest or potential breaches of fiduciary duty to the Board of Directors and to the Secretary of State. Mr. 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 Regular Meeting.

RECORD OF PROCEEDINGS

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

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

Minutes: The Board reviewed the minutes of the May 24, 2022 Regular Meeting.

Following discussion, upon motion duly made by Director Jeff Nading, seconded by Director McKay and, upon vote, unanimously carried, the minutes of the May 24, 2022 Regular Meeting were approved, as presented.

**PUBLIC
COMMENT**

There were no public comments.

**CONSENT
AGENDA**

The Board considered the following actions:

- Ratify approval of Change Order No. 1 to the Contract between the District and Timco Blasting & Coatings, Inc., for permit fees, in the amount of \$6,078.18.
- Ratify approval of Change Order No. 1 to the Contract between the District and Wagner Construction, Inc., for additional wire fence demo and changes to pond structures, in the amount of \$32,734.34.
- Ratify approval of Change Order No. 2 to the Contract between the District and Wagner Construction, Inc., for permit fees, in the amount of \$17,339.80.
- Ratify approval of Agreement for Geotechnical Engineering Services between the District and Rocky Mountain Group LLC.
- Ratify approval of Task Order No. 2 to the Service Agreement between the District and Badger Daylighting, for deduction for unused contract amount, for a decrease in the amount of <\$2,830.00>.

RECORD OF PROCEEDINGS

- Ratify approval of Task Order No. 17-A1 to the Master Service Agreement for Construction Observation and Materials Testing Services between the District and CTL/Thompson, Inc., for a deduction for unused contract amount, for a decrease in the amount of <\$4,501>.
- Ratify approval of Task Order No. 21-A1 to the Master Service Agreement for Construction Observation and Materials Testing Services between the District and CTL/Thompson, Inc., for Highway 72 Roadway & Box Culvert, in the amount of \$2,900.
- Ratify approval of Task Order No. 3 to the Agreement for Subsurface Utility Engineering between the District and Goodbee & Associates, L.L.C, for deduction for unused contract amount, for a decrease in the amount of <\$3,266.22>.
- Ratify approval of Task Order No. 2 to the Master Service Agreement for Excavating between the District and Hogan Action Services, Inc., for excavating services, for a decrease in the amount of <\$10,450>.
- Ratify approval of Task Order No. 4-A1 to the Service Agreement for Traffic Engineering Services between the District and Kimley-Horn and Associates, Inc., for deduction for unused contract amount, for a decrease in the amount of <\$1,520>.
- Ratify approval of Task Order No. 4-A1 to the Contract between the District and Legacy Traffic Management for deduction for unused contract amount, for a decrease in the amount of <\$2,860>.
- Ratify approval of Task Order No. 7-A10 to the Service Agreement between the District and Martin/Martin, Inc., for JCMD Parcel Coordination, in the amount of \$12,000.
- Ratify approval of Task Order No. 8-A6 to the Service Agreement between the District and Martin/Martin, Inc., for On-Call Survey, in the amount of \$7,500.
- Ratify approval of Task Order No. 10-A3 to the Service Agreement between the District and Martin/Martin, Inc., for deduction for unused contract amount, for a decrease in the amount of <\$4,029.54>.
- Ratify approval of Task Order No. 14-A1 to the Service Agreement between the District and Martin/Martin, Inc., for deduction for unused contract amount, for a decrease in the amount of <\$21.25>.
- Ratify approval of Task Order No. 20-A1 to the Service Agreement between the District and Martin/Martin, Inc., for deduction for unused contract amount, for a decrease in the amount of <\$3,610>.
- Ratify approval of Task Order No. 22-A8 to the Service Agreement between the District and Martin/Martin, Inc., for Indiana North Infrastructure Design, in the amount of \$16,000.

RECORD OF PROCEEDINGS

- Ratify approval of Task Order No. 26-A2 to the Service Agreement between the District and Martin/Martin, Inc., for Highway 72 Waterline CD, in the amount of \$5,000.
- Ratify approval of Task Order No. 29-A1 to the Service Agreement between the District and Martin/Martin, Inc., for DU Coordination, in the amount of \$10,000.
- Ratify approval of Task Order No. 30-A1 to the Service Agreement between the District and Martin/Martin, Inc., Arvada Water & Sanitation Sewer Study, in the amount of \$5,000.
- Ratify approval of Task Order No. 31-A1 to the Service Agreement between the District and Martin/Martin, Inc., for Candelas P1, P3 and P5, in the amount of \$334,500.
- Ratify approval of Task Order No. 5-A1 to the Master Service Agreement for Design Services between the District and Norris Design, Inc., for deduction for unused contract amount, for a decrease in the amount of <\$2,089.69>.
- Ratify approval of Task Order No. 1 to the Service Agreement between the District and Rocky Mountain Meridian, Inc. for JCMD Sanitary Inceptor, in the amount of \$14,450.
- Ratify approval of Task Order No. 2 to the Service Agreement between the District and Rocky Mountain Meridian, Inc. for Highway 72 Percolation Testing, in the amount of \$5,200.
- Ratify approval of Task Order No. 1-A1 to the Service Agreement for surveying between the District and SurvWest, LLC, for deduction for unused contract amount, for a decrease in the amount of <\$8,955.64>.
- Ratify approval of Task Order No. 1-A2 to the Service Agreement for surveying between the District and SurvWest, LLC, for deduction for unused contract amount, for a decrease in the amount of <\$3,310.50>.
- Ratify approval of Task Order No. 1-A3 to the Service Agreement for surveying between the District and SurvWest, LLC, for deduction for unused contract amount, for a decrease in the amount of <\$12,624.50>.
- Ratify approval of Task Order No. 1-A4 to the Service Agreement for surveying between the District and SurvWest, LLC, for deduction for unused contract amount, for a decrease in the amount of <\$10,303.50>.

Following review, upon motion duly made by Director Bradbury, 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.

RECORD OF PROCEEDINGS

FINANCIAL MATTERS

Claims: The Board considered ratifying approval of the payment of claims through the period ending June 28, 2022.

Following discussion, upon motion duly made by Director Bradbury, seconded by Director Steven Nading and, upon vote, unanimously carried, the Board ratified approval of the payment of claims through the period ending June 28, 2022, in the amount of \$1,323,839.

Cash Position Statement: Ms. Tatton reviewed with the Board the cash position statement as of June 22, 2022.

Following discussion, upon motion duly made by Director Steven Nading, seconded by Director Bradbury and, upon vote, unanimously carried, the Board accepted the statement of cash position as of June 22, 2022.

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

Expense Tracking Report (ETR): Mr. Back reviewed the Expense Tracking Report with the Board.

District Expenditures Verification Report prepared by Independent District Engineering Services, LLC (“IDES”): Mr. Back reviewed with the Board IDES’ report entitled “District Expenditures Verification for June 2022,” which summarizes IDES’ review and verification of the expenditures of the District for June 2022 related to certain District construction contracts. The Verification Report identified \$1,298,515.12 of District Eligible Expenses and \$25,323.88 of Non-Eligible Expenses.

Following discussion, upon motion duly made by Director Jeff Nading, seconded by Director Bradbury and, upon vote, unanimously carried, the Board determined to accept the District Eligible Expenses in the amount of \$1,298,515.12.

2020 Bonds Budget for Infrastructure: There were no updates at this time.

Future Operation and Maintenance Obligations: The Board deferred discussion.

2021 Audit: Ms. Tatton reviewed the 2021 Audit with the Board.

Following discussion, upon motion duly made by Director Bradbury, seconded by Director Jeff Nading and, upon vote, unanimously carried,

RECORD OF PROCEEDINGS

the Board approved the 2021 Audit, subject to final legal review, and authorized the execution of the Representations Letter.

MANAGEMENT MATTERS

Water Allocations and Facilities Fees Collections: Mr. Solin presented, and the Board discussed, the Water Allocation Report.

LEGAL MATTERS

Preparation of Easements for the Benefit of RangeWater Residential, LLC For Retaining Walls: Attorney Murphy discussed the status of preparation of the easements. Director Bradbury informed the Board that both a retaining wall easement and a slope easement were required.

Intergovernmental Agreement for Off-Site Public Improvements for the Trailstone Development by and between the City of Arvada and the District (“Trailstone IGA”): Attorney Murphy informed the Board that the Trailstone IGA is on the June 27, 2022 Arvada City Council agenda for consideration.

General Obligation Refunding and Improvement Bonds, Series 2023). Director Bradbury reported that it is anticipated the financing process will begin in August, 2022.

Pedestrian Easement between the District and the City of Arvada: Attorney Murphy reviewed with the Board the Pedestrian Easement between the District and the City of Arvada.

Following discussion, upon motion duly made by Director Bradbury, seconded by Director Jeff Nading and, upon vote, unanimously carried, the Board approved the Pedestrian Easement between the District and the City of Arvada.

Sanitary Sewer Easement between the District and the City of Arvada: Attorney Murphy reviewed with the Board the Sanitary Sewer Easement between the District and the City of Arvada.

Following discussion, upon motion duly made by Director Bradbury, seconded by Director Jeff Nading and, upon vote, unanimously carried, the Board approved the Sanitary Sewer Easement between the District and the City of Arvada.

Intergovernmental Agreement by and between the City of Arvada and Jefferson Center Metropolitan District No. 1 For Financing of the Design, Preconstruction Services, and Construction of the

RECORD OF PROCEEDINGS

Upgrades and Improvements to the Alkire Lift Station (“Lift Station IGA”): Attorney Murphy updated the Board on the status of the Lift Station IGA. No action was taken by the Board.

Second Amendment to Facilities Funding and Acquisition Agreement between the District and Cimarron Development Company: Attorney Murphy reviewed with the Board the Second Amendment to Facilities Funding and Acquisition Agreement between the District and Cimarron Development Company.

Following discussion, upon motion duly made by Director Bradbury, seconded by Director McKay and, upon vote, unanimously carried, the Board approved the Second Amendment to Facilities Funding and Acquisition Agreement between the District and Cimarron Development Company, subject to final legal review from both parties.

CONSTRUCTION MATTERS

Construction Status Report: Mr. Back reviewed the Project Status Report dated June 28, 2022, with the Board. A copy of the report is attached hereto and incorporated herein by this reference.

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

- Consider approval of Contract for Maintenance and Repairs between the District and Wagner Construction, Inc.
- Consider approval of Work Order No. 8 to the Contract between the District and Golden Triangle Construction, LLC, for asphalt material cost escalation, in the amount of \$10,957.00.
- Consider approval of Work Order No. 1 to the Contract for Maintenance and Repairs between the District and Wagner Construction, Inc., for Candelas slope repairs, in the amount of \$64,102.00.
- Consider approval of Change Order No. 3 to the Contract between the District and Wagner Construction, Inc., for Hwy. 72 water main pipe install, in the amount of \$203,700.
- Consider approval of Task Order No. 25 to the Master Service Agreement for Construction Observation and Materials Testing Services between the District and CTL/Thompson, Inc., for Candelas Parkway & Hwy 72 subgrade investigation, in the amount of \$3,000.
- Consider approval of Task Order No. 15 to the Service Agreement for District Oversight Services between the District and Independent District Engineering Services, LLC, for District Oversight Services, in the amount of \$268,000.

RECORD OF PROCEEDINGS

- Consider approval of Task Order No. 32 to the Service Agreement between the District and Martin/Martin, Inc., for Welton Parcel concept grading, in the amount of \$10,000.

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

SEMA / GH Phipps Warranty Obligations: The Board discussed the warranty obligations of SEMA Construction, Inc. and Gerald H. Phipps, Inc. d/b/a GH Phipps Construction Companies, respectively. The Board directed McGeady Becher P.C. to draft demand letters to SEMA Construction, Inc. and GH Phipps Construction Companies.

PEI Warranty Obligations: The Board discussed the PEI warranty obligations. No action was taken by the Board.

Construction Contract for Sanitary Sewer Interceptor Project between the District and Wagner Construction, Inc. : Director J. Nading reviewed with the Board the Construction Contract for Sanitary Sewer Interceptor Project between the District and Wagner Construction, Inc.

Following discussion, upon motion duly made by Director Bradbury, seconded by Director McKay and, upon vote, unanimously carried, the Board approved the Construction Contract for Sanitary Sewer Interceptor Project between the District and Wagner Construction, Inc., for an amount not to exceed \$5,514.415, subject to final review and approval by Director J. Nading.

CAPITAL IMPROVEMENTS

District Engineer's Cost Certification Report No. 7, dated May 23, 2022, prepared by Independent District Engineering Services, LLC, certifying District eligible expenditures relative to Trailstone Filing No. 1 Public Improvements: Mr. Back reviewed the report with the Board.

Following discussion, upon motion duly made by Director Bradbury, seconded by Director Jeff Nading and, upon vote, unanimously carried, the Board approved the District Engineer's Cost Certification Report No. 7, dated June 23, 2022, prepared by Independent District Engineering Services, LLC, certifying District eligible expenditures relative to Trailstone Filing No. 1 Public Improvements, in the amount of \$567,576.82 ("Report No. 7").

RECORD OF PROCEEDINGS

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

Following discussion, upon motion duly made by Director Bradbury, seconded by Director Jeff Nading and, upon vote, unanimously carried, the Board authorized reimbursement in the amount of \$567,576.82 (per Report No. 7), to Cimarron Commercial, LLC under the Facilities Funding and Acquisition Agreement between the District and Cimarron Development Company (CDC), as amended, and pursuant to the Letter from CDC regarding Payment Directive Pertaining to Certified Costs for Trailstone Filing No. 1 Public Improvements.

OTHER BUSINESS

There was no other business.

ADJOURNMENT

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

Respectfully submitted,

By: _____
Secretary for the Meeting

Vendor	Invoice #	Date	Amount in USD	Expense Account	Account Number	Department
360 Rail Services, LLC	6758	7/8/2022	2,122.21	Capital Outlay	7500	3
CDPHE	WC221122	6/29/2022	175.00	Capital Outlay	7500	3
CTL Thompson	631256, 63	6/30/2022	7,635.50	Engineering	7840	3
City of Arvada	6/22/2022	6/22/2022	31,335.44	Capital Outlay	7500	3
Environmental Designs	154307	7/7/2022	476.30	Landscape Maintenance	7100	1
Environmental Designs	154377	7/7/2022	2,835.96	Landscape Maintenance	7100	1
Environmental Designs	153876	7/1/2022	2,630.92	Landscape Maintenance	7100	1
Golden Triangle Construction Inc	4	6/30/2022	(241.50)	Retainage Payable	3311	3
Golden Triangle Construction Inc	4	6/30/2022	4,830.00	Capital Outlay	7500	3
Independent District Engineering Services	8571	6/30/2022	45,872.68	Project management	7800	3
Independent District Engineering Services	8571	6/30/2022	500.00	Project management	7800	1
JBS Pipeline Contractors	4	4/25/2022	(58.75)	Retainage Payable	3311	3
JBS Pipeline Contractors	4	4/25/2022	1,175.00	Capital Outlay	7500	3
Martin Martin Inc	17.0725, 18	6/27/2022	73,623.89	Engineering	7840	3
Norris Design, Inc	01-73207	5/31/2022	2,837.40	Engineering	7840	3
Papillon LLC	1453	7/6/2022	51,940.60	Project management	7800	3
Simmons & Wheeler, P.C.	33434	6/30/2022	1,099.58	Accounting	6170	1
Special District Management Services, Inc.	06302022	6/30/2022	1,421.73	Management fees	6100	1
Special District Management Services, Inc.	06302022	6/30/2022	29.60	Election expense	6350	1
Storm Water Asset Protection, LLC	SWAP0536	6/30/2022	4,455.80	Capital Outlay	7500	3
TIMCO Blasting and Coating, Inc.	4	5/25/2022	(5,661.30)	Retainage Payable	3311	3
TIMCO Blasting and Coating, Inc.	4	5/25/2022	113,226.00	Capital Outlay	7500	3
Triax Engineering, LLC	D22T103-0	5/9/2022	412.00	Capital Outlay	7500	3
WYOCO Erosion Control, Inc.	2657, 2661	6/29/2022	1,877.40	Capital Outlay	7500	3
Wagner Construction, Inc.	6	6/25/2022	(16,645.09)	Retainage Payable	3311	3
Wagner Construction, Inc.	6	6/25/2022	332,901.86	Capital Outlay	7500	3
Special District Association	32142	7/14/2022	418.84	Insurance	6700	1
			<u>661,227.07</u>			

9,412.93 General

651,814.14 Capital

661,227.07

Jefferson Center Metropolitan District No. 1
Cash Position
July 19, 2022

	First Bank General Fund	First Bank Capital Fund	First Bank Debt	Colotrust General Fund	Colotrust Debt Service Fund	Colotrust Capital	UMB Subordinate Project Fund	Total
Balance at 6/22/2022	16,445.23	51,663.64	0.00	416,084.55	108,986.92	435,638.44	37,955,028.77	38,983,847.55
June bill.com payments	(23,465.70)	(1,270,924.42)	(2,800.00)					(1,297,190.12)
City of Arvada Permit		(1,325.00)						(1,325.00)
Xcel Payments	(86.36)							(86.36)
Bank Charge	(10.00)							(10.00)
Xcel Energy - Meter Award Ext		2,360.16						2,360.16
6/30/2022 Interest Income				923.99			34,021.09	34,945.08
Property taxes received 7/10/2022				15,497.88	155,000.43			170,498.31
Transfer between funds	7,116.83	(7,116.83)		(7,116.83)		7,116.83		0.00
Transfer between funds		(2,800.00)	2,800.00		(2,800.00)	2,800.00		0.00
Project Fund Requisition #13		1,270,924.42					(1,270,924.42)	0.00
Balance at 7/19/2022	0.00	42,781.97	0.00	425,389.59	261,187.35	445,555.27	36,718,125.44	37,893,039.62

JEFFERSON CENTER METROPOLITAN DISTRICT NO. 1
2022 FORECAST OF GENERAL FUND REVENUES AND EXPENDITURES
AS of 6/30/2022

	Acutal Paid/Received in												December 2022 received/paid in January 2023	Total Actual	Total Estimated	Total year to date & estimate	Difference to original budget	
	2022 Budget	January	February	March	April	May	June	July	August	September	October	November						December
Revenues:																		
Property taxes (net of AURA increment)	82,683		267	56,487	13,041	9,007		14,479							78,801	14,479	93,279	10,596
Specific ownership taxes	18,030		1,634	1,449	1,543	1,328		1,234	1,198	1,198	1,198	1,198	1,198	1,198	5,954	8,421	14,375	(3,655)
AURA tax increment - District's mill levy	174,887			41,187			16,477		117,223						57,664	117,223	174,887	-
Interest Income	9,984	56	68	309	602	1,015	924	496	496	496	496	496	496	496	2,974	2,974	5,948	(4,036)
Total Revenues	285,584	56	1,969	99,431	15,186	11,349	17,401	16,208	118,917	1,694	1,694	1,694	1,694	1,198	145,392	143,097	288,489	2,905
Expenses:																		
Legal	55,000			13,968	6,522		8,492	7,246	7,246	7,246	7,246	7,246	7,246	7,246	28,982	50,719	79,701	(24,701)
Accounting	6,000				6,043		3,561	1,921	1,921	1,921	1,921	1,921	1,921	1,921	9,604	13,446	23,050	(17,050)
Audit	5,500									5,500					-	5,500	5,500	-
Landscape Maintenance															-	-	-	-
Monthly Ground Services	31,600	2,506	2,506	-	2,506	2,631	5,137	2,631	2,631	2,631	2,631	2,631	2,631	2,631	15,286	15,786	31,072	528
Snow removal	3,000	380	903		95		380					459	459	459	1,758	1,378	3,136	(136)
Repairs	15,000						4,535	4,535	4,535	4,535					4,535	13,605	18,140	(3,140)
Management fees	32,000		2,634	1,705	1,693	1,397	1,115	1,709	1,709	1,709	1,709	1,709	1,709	1,709	8,544	11,962	20,506	11,494
Project Management	3,500		312	438	596	596		486	486	486	486	486	486	486	1,942	3,399	5,341	(1,841)
Elections	2,000				222	104	246								572	-	572	1,428
Insurance	6,300	5,225													5,225	-	5,225	1,075
Miscellaneous	2,000	30	20	51	74	30	10	36	36	36	36	36	36	36	215	215	430	1,570
Office Supplies	1,000														-	-	-	1,000
Utilities	10,000														-	-	-	10,000
Xcel Energy		85	99	95	93	88	87	91	91	91	91	91	91	91	547	547	1,094	(1,094)
City of Arvada		798		517	73			463		463		463			1,388	1,388	2,776	(2,776)
Treasurer's fees	3,864		4	847	196	135		217	-	-					1,182	217	1,399	2,465
Transfer to #2 General Fund	53,978			7,904				15,358			15,358			15,358	7,904	46,074	53,978	-
Transfer to Mt Shadows for O&M	11,283								11,283						-	11,283	11,283	-
Total Expenses (less contingency & reserve)	242,025	9,024	6,478	25,525	18,040	5,054	23,563	34,691	29,937	24,616	29,477	15,041	14,578	27,178	87,684	175,517	263,201	(21,176)
Funds Remaining	43,559	(8,968)	(4,509)	73,906	(2,854)	6,295	(6,162)	(18,483)	88,980	(22,923)	(27,783)	(13,347)	(12,884)	(25,980)	57,708	(32,421)	25,288	(18,271)

CONDENSED SOURCES & USES
As of 7/22/22

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	CLLC	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

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	<u>7.42</u>
Net Unrestricted Available	<u>119.15</u>

Reconciliation to Post 12/2/19 - CCLLC

CCLLC Held Balance 363.05

Post - 12/2/2019 Allocations

SOURCES		RESIDENTIAL USES						COMMERCIAL USES												BALANCE			
Sources	Unrestricted Including CCLLC	Whisper Village	Taylor Morrison	Rangewater	Allocated	Unrestricted Available	IGA Restricted Balance	Kentro Retail 1	Kentro Retail 2	SCL - Candelas Medical	Whisper Village	Arvada Fire	Freedom Street Restaurant	Z&N Retail	Rangewater Clubhouse	Rangewater Rec Center	Brakes Plus	Taco Bell	Total Commercial	Not Allocated	Combined Allocations	CCLLC Available	Restricted Commercial Available
Allocations JCMD2	119.15	33.00	86.15	-	119.15	-	150.00	2.50	2.50	2.50	15.00	2.50	2.50	2.50	2.50	2.50	0.75	2.50	38.25	111.75	157.40	-	111.75
Allocations CCLLC	363.05	-	224.85	113.70	338.55	24.50	-	-	-	-	-	-	-	-					-	-	338.55	24.50	-

COMMERCIAL WATER ALLOCATION COMMITMENTS
As of 7/22/22

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
Arvada Fire				1.50	2.50	3/19/2021	125.00
Freedom Street Restaurant				1.50	2.50	6/3/2021	122.50
Z&N Retail				1.50	2.50	1/1/2022	120.00
Rangewater Club House				1.50	2.50	6/22/2022	117.50
Rangewater Rec Center				1.50	2.50	6/22/2022	115.00
Brakes Plus				0.75	0.75	6/22/2022	114.25
Taco Bell				1.50	2.50	6/22/2022	111.75
Total					<u>38.25</u>		
Total Acre Feet Remaining Unallocated							111.75

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 7/22/22

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	<u>1039.01</u>	0.00
Total	<u><u>1275.01</u></u>	
Post-12/2/19		
		482.20
Whisper Village	33.00	449.20
Taylor Morrison	308.00	141.20
Taylor Morrison	3.00	138.20
Rangewater	<u>113.70</u>	24.50
Total	<u><u>457.70</u></u>	

**INTERGOVERNMENTAL AGREEMENT
FOR OFF-SITE PUBLIC IMPROVEMENTS FOR THE TRAILSTONE
DEVELOPMENT**

THIS INTERGOVERNMENTAL AGREEMENT FOR OFF-SITE PUBLIC IMPROVEMENTS FOR THE TRAILSTONE DEVELOPMENT (the “**Agreement**”) is made and entered into as of the 13th day of July, 2022 (the “**Effective Date**”), by and between the **CITY OF ARVADA**, a Colorado home rule municipal corporation (the “**City**”) and the **JEFFERSON CENTER METROPOLITAN DISTRICT NO. 1**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”). The City and the District are each a “**Party**” hereunder and are collectively referred to as the “**Parties**.”

RECITALS

A. The District is a duly organized and validly existing special district, quasi-municipal corporation, and political subdivision of the State of Colorado pursuant to Title 32, Colorado Revised Statutes.

B. The District is authorized to provide for the design, acquisition, construction, installation, perpetual maintenance, and financing of certain water, sanitation, street, safety protection, park and recreation, transportation, television relay and translation, limited fire protection and mosquito control improvements and services (“**Public Improvements**”) within and without the boundaries of the District.

C. Taylor Morrison of Colorado, Inc., a Colorado corporation (“**TM**”), is the fee owner of approximately 196.6 acres of real property located in the City of Arvada, County of Jefferson, State of Colorado (the “**TM Property**”).

D. In connection with granting the requisite approvals for development of the TM Property, the City is requiring certain Public Improvements be designed, furnished, constructed, and installed on certain property outside the TM Property (the “**Off-Site Property**,” and with the TM Property, the “**Property**”) to serve and benefit all or a portion of the TM Property (the “**Off-Site Public Improvements**”).

E. The Property is within the boundaries of the District.

F. TM will work with the City to develop and submit a final plat relative to the development of the TM Property (hereinafter referred to as the “**Final Plat**”), which will include the requirements relative to the Off-Site Public Improvements.

G. The District intends to undertake the construction and installation of the Off-Site Public Improvements as required by the Final Plat and as more particularly described in this Agreement, which Off-Site Public Improvements are generally described and/or depicted on **Exhibit A** attached hereto and incorporated herein by this reference (as so described, the “**Final Plat Offsite Public Improvements**”).

H. The District has or will work with the City to develop and submit construction plans relative to the installation of the Final Plat Offsite Public Improvements in accordance with the Final Plat (collectively with the Final Plat, the “**Final Plans**”).

I. The parties understand and agree that the intent of this Agreement is to establish obligations and responsibilities with respect to the installation of the Final Plat Offsite Public Improvements in accordance with the Final Plans.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Recitals. Each of the Recitals are incorporated into and made substantive provisions of this Agreement.

2. Final Plat Offsite Public Improvements. The District shall, at its own expense, design, furnish, construct, and install the Final Plat Offsite Public Improvements in accordance with the Final Plans and with the requirements of the Land Development Code (LDC), as further described herein. All Final Plat Offsite Public Improvements constructed by the District in public rights-of-way, easements, and streets shall become the property of the City immediately upon acceptance of said improvements by the City. The District shall complete the process of placing a completed Final Plat Offsite Public Improvement under warranty promptly upon its completion.

3. Sanitary Sewer Interceptor/Reconfiguration and Diversion Structure. The District shall design, furnish, construct, and install, at its own expense, the eighteen (18) inch sanitary sewer interceptor and sanitary sewer connection at Highway 72 (the “**Sanitary Sewer Interceptor**”) and the related sanitary sewer interceptor reconfiguration and diversion structure (the “**Sanitary Sewer Diversion Structure**”) as generally described and depicted on Exhibit A and in accordance the Final Plans approved by the City. The District shall use commercially reasonable efforts to obtain initial acceptance of the Sanitary Sewer Interceptor by October 1, 2023 and initial acceptance of the Sanitary Sewer Diversion Structure by October 1, 2023. The City shall not issue any certificates of occupancy related to Trailstone Development until initial acceptance of the Sanitary Sewer Interceptor and the Sanitary Sewer Diversion Structure. The City shall not unreasonably delay initial acceptance of the Sanitary Sewer Interceptor and/or the Sanitary Sewer Diversion Structure. To the extent the City delays initial acceptance of the Sanitary Sewer Interceptor and/or the Sanitary Sewer Diversion Structure, the dates for obtaining initial acceptance in this section will be extended to account for such delays.

4. Sanitary Sewer Connection. The District shall design, furnish, construct, and install, at its own expense, the sanitary sewer connection at Candelas Parkway (the “**Sanitary Sewer Connection**”) generally described and depicted on Exhibit A and in accordance with Final Plans approved the City. The District shall use commercially reasonable efforts to obtain initial acceptance of the Sanitary Sewer Connection by October 1, 2023. The City shall not issue any certificates of occupancy related to Trailstone Development until initial acceptance of the

Sanitary Sewer Connection. To the extent the City delays initial acceptance of the Sanitary Sewer Connection, the date for obtaining initial acceptance in this section will be extended to account for such delays.

5. Candelas Parkway Sidewalk and Landscaping. The District shall design, furnish, construct, and install, at its own expense, the sidewalks adjacent to Candelas Parkway and Tract B of the Final Plat and the associated landscaping adjacent to such sidewalks (the “**Candelas Parkway Sidewalk**”) generally described and depicted on Exhibit A and in accordance with Final Plans approved the City. The District shall use commercially reasonable efforts to obtain initial acceptance of the Candelas Parkway Sidewalk by October 1, 2023. To the extent the City delays initial acceptance of the Candelas Parkway Sidewalk, the date for obtaining initial acceptance in this section will be extended to account for such delays.

6. Highway 72 Trail System and Landscaping. The District shall design, furnish, construct, and install, at its own expense, the bike and pedestrian trail located within Tract I and Tract A of the Final Plat and adjacent to Highway 72 as well as the associated landscaping (the “**Highway 72 Trail System**”) as generally described on Exhibit A and in accordance with Final Plans approved the City. The District shall use commercially reasonable efforts to obtain initial acceptance of the Highway 72 Trail System by October 1, 2023. To the extent the City delays initial acceptance of the Highway 72 Trail System, the date for obtaining initial acceptance in this section will be extended to account for such delays.

7. Candelas Parkway Right-In/Right-Out Intersection. The District shall design, furnish, contract, and install, at its own expense, the right-in/right-out intersection at Candelas Parkway (“**Candelas Rin/Rout**”) as generally depicted on Exhibit A and in accordance with Final Plans approved the City. The District shall use commercially reasonable efforts to obtain initial acceptance of the Candelas Rin/Rout by October 1, 2023. To the extent the City delays initial acceptance of the Candelas Rin/Rout, the date for obtaining initial acceptance in this section will be extended to account for such delays.

8. Big Dry Creek Trail Connection. The District shall design, furnish, construct, and install, at its own expense, the trail connection to the existing Big Dry Creek trail system (the “**Big Dry Creek Trail Connection**”) adjacent to Candelas Parkway as generally described and depicted on Exhibit A and in accordance with Final Plans approved the City. The District shall use commercially reasonable efforts to obtain initial acceptance the Big Dry Creek Trail Connection by October 1, 2023. To the extent the City delays initial acceptance of the Big Dry Creek Trail Connection, the date for obtaining initial acceptance in this section will be extended to account for such delays.

9. Fugitive Dust. In connection with and at the time of the construction and installation of the Final Plat Offsite Public Improvements, the District shall meet all requirements and obligations imposed by the State of Colorado, County of Jefferson, and City of Arvada concerning management of stormwater runoff and fugitive dust, and requirements associated with permits issued for erosion and sediment control on the Property on which the Final Plat Offsite Public Improvements are being constructed. The District shall provide a copy of all State and County permits acquired to Arvada’s Stormwater Program prior to commencement of any earth disturbance work associated with the Final Plat Offsite Public Improvements on the

Property. Further, in connection with the construction and installation of the Final Plat Offsite Public Improvements, the District shall fully comply with the applicable sections of the City's Site Development Permit Ordinance, Sections 50-70 through and including 50-79 of the Arvada City Code, including the requirement to install and maintain best management practices to reduce soil erosion and control sediment generated by installation of the Final Plat Offsite Public Improvements. The District shall also follow any new standards that the City may adopt for erosion and sediment control and fugitive dust due to changes in State and Federal requirements or drought conditions.

10. As-Built Construction Plans. The District shall file, or cause to be filed, with the City an original or reproducible copy of the as-built construction plans of the Final Plat Offsite Public Improvements promptly upon the completion of the improvements. Failure to do so may delay commencement of the two-year warranty for the Final Plat Offsite Public Improvements.

11. Delays. The Parties have executed this Agreement such that completion of the Final Plat Offsite Public Improvements shall be subject to strikes, accidents, acts of God, weather conditions, which justify a delay in construction in light of standard practices in the building profession, inability to secure labor, fire regulations or restrictions imposed by any government or governmental agency, or other delay resulting from events which are beyond the control of delaying party and which are agreed to by the Parties as justifying delay.

12. City Obligations. The City shall respond to requests for inspections within a reasonable time upon being given adequate notice by the District that the Final Plat Offsite Public Improvements have been installed. The City will enforce all installation and maintenance provisions for all Final Plat Offsite Public Improvements throughout the development of the Property and beyond as required by law.

13. Annual Appropriation. The parties understand and acknowledge that the District and the City are subject to Article X, Section 20 of the Colorado Constitution ("TABOR"). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and therefore, notwithstanding anything in this Agreement to the contrary, any financial obligations of the City and the District contained herein that are payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available on an annual basis. Financial obligations of the Parties payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. Upon failure to appropriate such funds, this Agreement shall be terminated.

14. Term. The term of this Agreement shall commence on the Effective Date and shall continue until warranty has been accepted by the City for all Final Plat Offsite Public Improvements.

15. Liability. Each Party will be responsible for its own negligent or intentional acts or omissions and for those of its employees, officers, agents, and volunteers. Each Party, to the extent permitted by law and subject to all immunities, defenses and other protections afforded to such party pursuant to the Colorado Governmental Immunity Act, Section 24-10-101, et seq.,

C.R.S., releases and holds harmless the other Party and its employees from and against any and all claims from third parties for damages, loss, injuries, liabilities and expenses for personal injury, property damage or otherwise, including reasonable attorney's fees, relating to or arising out of the performance, or failure to perform, by such Party pursuant to the terms of this Agreement. The Parties agree that in the event any claim or suit is brought against any Party by any third party as a result of the operation of this Agreement, the Parties will cooperate with each other, and with the insuring entities of the Parties, in defending such claim or suit.

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

17. Relationship of the Parties. Neither Party shall be deemed to be the agent, partner, joint venturer or employee of the other, and neither Party shall have any authority to make any agreements or representations on the other's behalf. Each Party shall be solely responsible for the payment of compensation, insurance, and taxes of its own personnel and such personnel are not entitled to the provisions of any employee benefits from the other Party. No Party shall have any authority to make any agreements or representations on the other's behalf without another's written consent.

18. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the addressee or by courier delivery via FedEx or other nationally recognized overnight air courier service, by electronically-confirmed facsimile transmission or electronically-confirmed electronic mail, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District: Jefferson Center Metropolitan District No. 1
141 Union Blvd., Suite 150
Lakewood, Colorado 80228
Phone: 303-987-0835
Email: dsolin@sdmsi.com
Attn: David Solin, Manager

With a Copy To: McGeady Becher P.C.
450 E. 17th Ave., Suite 400
Denver, Colorado 80203-1254
Phone: 303-592-4380
Email: legalnotices@specialdistrictlaw.com

To the City: City of Arvada
8101 Ralston Road
Arvada, CO 80001
Attn: Ryan Stachelski
Telephone: 720-898-7016
Email: rstachelski@arvada.org

With a Copy To: Rachel Morris
City Attorney
City of Arvada
8101 Ralston Road
Arvada, CO 80001

All notices, demands, requests or other communications shall be effective upon such personal delivery, one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service, on the date of transmission if sent by confirmed facsimile or confirmed electronic mail, or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address or contact information.

19. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the City any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof.

20. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity. In the event of any litigation, arbitration or other proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall obtain as part of its judgment or award its reasonable attorneys' fees.

21. Governing Law and Jurisdiction. This Agreement shall be governed and construed under the laws of the State of Colorado. Venue for any legal action relating to this Agreement shall be exclusive to the District Court in and for the County of Jefferson, Colorado.

22. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective permitted successors and assigns.

23. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

24. Amendment. This Agreement may be amended from time to time by agreement between the Parties hereto, provided, however, that no amendment, modification, or alteration of the terms or provisions hereof shall be binding upon the Parties unless the same is in writing and duly executed by the Parties hereto.

25. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

26. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of

such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

27. Counterparts; Electronic Execution. This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original and all of which taken together will constitute one and the same agreement. This Agreement may be executed and delivered by electronic delivery (facsimile or e-mail/PDF), which will be deemed an original for all purposes hereunder.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO INTERGOVERNMENTAL AGREEMENT FOR OFF-SITE PUBLIC IMPROVEMENTS FOR THE TRAILSTONE DEVELOPMENT]

IN WITNESS WHEREOF, the Parties have executed this Intergovernmental Agreement for Off-Site Public Improvements for the Trailstone Development as of the Effective Date.

JEFFERSON CENTER METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado

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

Attest:

David Solin
Secretary

ARVADA

CITY OF ARVADA, a Colorado home rule municipal corporation

By: - Marc Williams
Name: Marc Williams
Its: Mayor



Attest:

Kristen R. Rush
Kristen Rush, City Clerk

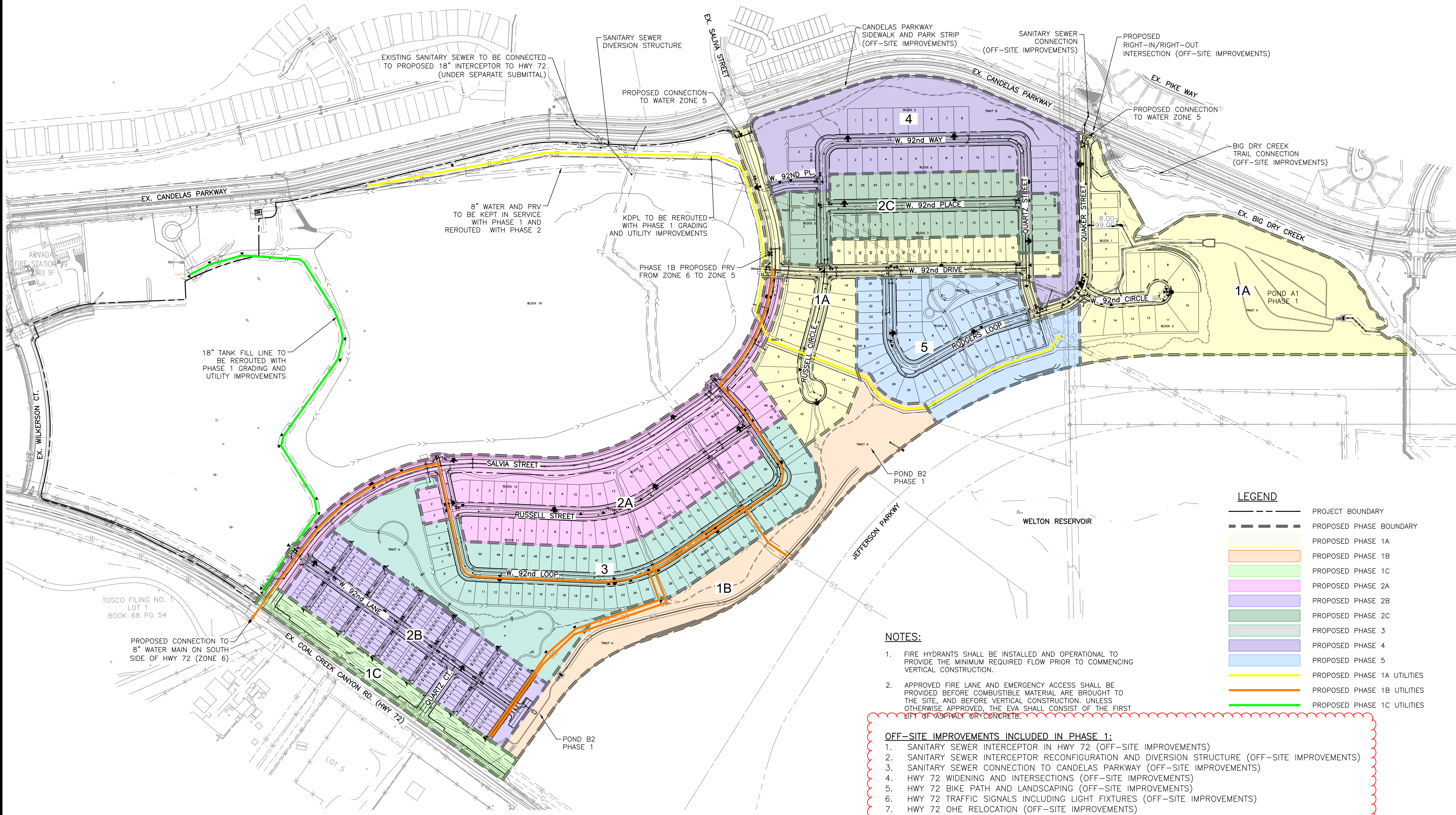
Approved as to form:
Rachel Morris, City Attorney

By: Emily Grogg

EXHIBIT A
FINAL PLAT OFFSITE PUBLIC IMPROVEMENTS

(see attached)

PLOT DATE: Tuesday, January 18, 2022 1:10 PM LAST SAVED BY: MWOOD
DRAWING LOCATION: G:\LOVATO\20.0109--Candelas Residential TMA\PLANS\CDs\CB_Phasing Plan.dwg



Offsite improvements
by JCMD

NOTES:

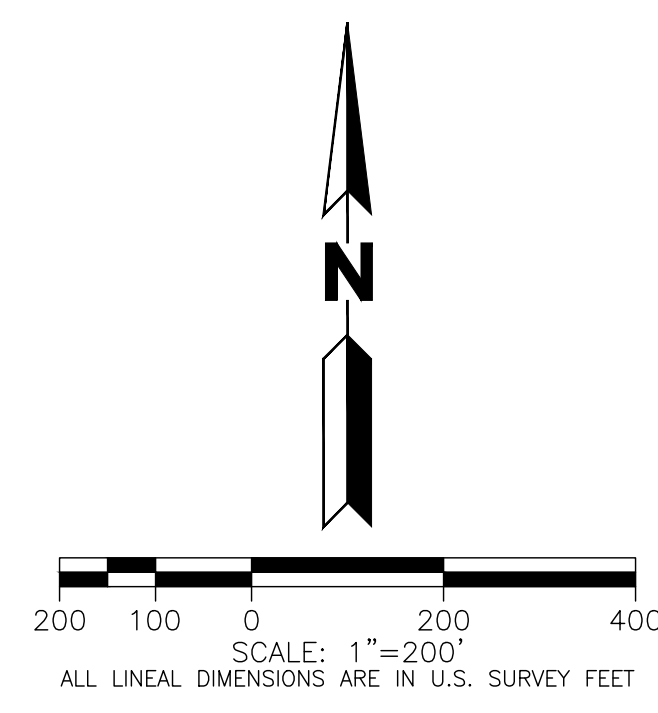
1. FIRE HYDRANTS SHALL BE INSTALLED AND OPERATIONAL TO PROVIDE THE MINIMUM REQUIRED FLOW PRIOR TO COMMENCING VERTICAL CONSTRUCTION.
2. APPROVED FIRE LANE AND EMERGENCY ACCESS SHALL BE PROVIDED BEFORE COMBUSTIBLE MATERIAL ARE BROUGHT TO THE SITE, AND BEFORE VERTICAL CONSTRUCTION, UNLESS OTHERWISE APPROVED. THE EVA SHALL CONSIST OF THE FIRST LIFT OF ASPHALT OR CONCRETE.

OFF-SITE IMPROVEMENTS INCLUDED IN PHASE 1:

1. SANITARY SEWER INTERCEPTOR IN HWY 72 (OFF-SITE IMPROVEMENTS)
2. SANITARY SEWER INTERCEPTOR RECONFIGURATION AND DIVERSION STRUCTURE (OFF-SITE IMPROVEMENTS)
3. SANITARY SEWER CONNECTION TO CANDELAS PARKWAY (OFF-SITE IMPROVEMENTS)
4. HWY 72 WIDENING AND INTERSECTIONS (OFF-SITE IMPROVEMENTS)
5. HWY 72 BIKE PATH AND LANDSCAPING (OFF-SITE IMPROVEMENTS)
6. HWY 72 TRAFFIC SIGNALS INCLUDING LIGHT FIXTURES (OFF-SITE IMPROVEMENTS)
7. HWY 72 OHE RELOCATION (OFF-SITE IMPROVEMENTS)
8. CANDELAS PKWY SIDEWALK AND LANDSCAPING (OFF-SITE IMPROVEMENTS)
9. BIG DRY CREEK TRAIL CONNECTION (OFF-SITE IMPROVEMENTS)

LEGEND

- PROJECT BOUNDARY
- PROPOSED PHASE BOUNDARY
- PROPOSED PHASE 1A
- PROPOSED PHASE 1B
- PROPOSED PHASE 1C
- PROPOSED PHASE 2A
- PROPOSED PHASE 2B
- PROPOSED PHASE 2C
- PROPOSED PHASE 3
- PROPOSED PHASE 4
- PROPOSED PHASE 5
- PROPOSED PHASE 1A UTILITIES
- PROPOSED PHASE 1B UTILITIES
- PROPOSED PHASE 1C UTILITIES



CALL 811 2-BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE OR EXCAVATE FOR MARKING OF UNDERGROUND MEMBER UTILITIES

MARTIN/MARTIN ASSUMES NO RESPONSIBILITY FOR UTILITY LOCATIONS, UNLESS OTHERWISE NOTED. THE UTILITIES SHOWN ON THIS DRAWING ARE BASED ON INFORMATION PROVIDED BY OTHERS AND DEPICTED AS ASCE (38) QUALITY LEVEL D. IN ACCORDANCE WITH THE PROVISIONS OF COLORADO REVISED STATUTE, TITLE 9, IT IS THE CONTRACTORS RESPONSIBILITY TO CALL COLORADO 811 UTILITY LOCATE SERVICE FOR UTILITY LOCATES BEFORE DIGGING, AND FIELD VERIFY THE SIZE, MATERIAL, HORIZONTAL AND VERTICAL LOCATION OF ALL EXISTING UTILITIES (DEPICTED OR NOT DEPICTED) PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.

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TRAILSTONE FILING NO. 1
CONSTRUCTION DOCUMENTS
CITY OF ARVADA
PHASING PLAN

No.	Issue / Revision	Date	Name
1	FOR REVIEW	05/21/21	DK
2	FOR REVIEW	09/17/21	DK
3	FOR REVIEW	01/14/22	DK

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Project Manager	D. KUNTZ
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NOT FOR CONSTRUCTION