

JEFFERSON CENTER METROPOLITAN DISTRICT NO. 1

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

NOTICE OF A REGULAR MEETING AND AGENDA

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

DATE March 28, 2023 (Tuesday)

TIME: 9:30 A.M.

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

Join Zoom Meeting
<https://us02web.zoom.us/j/5469119353?pwd=SmtlcHJETFhCQUZEcVBBOGZVU3Fqdz09>
Phone Number: 1 (253) 215-8782
Meeting ID: 546 911 9353
Passcode: 912873

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 February 28, 2023 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 Contractor Agreement between the District and ABC Asphalt Inc. for Candelas Medical Access Paving, in the amount of \$41,741.00.
 - Ratify approval of Contractor Agreement between the District and RCD Construction Inc. for Candelas Point Paving and Utility Repairs, in the amount of \$195,162.90.
 - Ratify approval of Change Order No. 1 to the Contract between the District and Leo Landscape LLC for El Diente Landscape Repairs, in the amount of \$ 5,887.94.
 - Ratify approval of Task Order No. 17 to the Contract between the District and Kimley-Horn and Associates, Inc. for OCC Industrial P6 Traffic Compliance, in the amount of \$3,500.00.
 - Ratify approval of Task Order No. 7-A12 to the Contract between the District and Martin/Martin, Inc. for JCMD Parcel Coordination Amd #12, in the amount of \$15,000.00.
 - Ratify approval of Task Order No. 8-A7 to the Contract between the District and Martin/Martin, Inc. for On-Call Survey Amd #7, in the amount of \$12,000.00.
 - Ratify approval of Task Order No. 22-A10 to the Contract between the District and Martin/Martin, Inc. for Indiana North Infrastructure Amd #10, in the amount of \$18,000.00.
 - Ratify approval of Task Order No. 24-A9 to the Contract between the District and Martin/Martin, Inc. for Highway 72 & Welton Parcel Amd #9, in the amount of \$12,000.00.
 - Ratify approval of Task Order No. 24-A10 to the Contract between the District and Martin/Martin, Inc. for Highway 72 Parcel P1 & P3 Widening Amd #10, in the amount of \$15,000.00.
 - Ratify approval of Task Order No. 25-A4 to the Contract between the District and Martin/Martin, Inc. for Candelas Sanitary Sewer Outfall Amd #4, in the amount of \$8,500.00.
 - Ratify approval of Task Order No. 26-A4 to the Contract between the District and Martin/Martin, Inc. for Highway 72 Waterline Construction Documents, in the amount of \$2,500.00.
-

IV. FINANCIAL MATTERS

- A. Review and consider approval of the payment of claims through the period ending March 14, 2023, in the amount of \$1,076,963.47 (enclosure).

- B. Review and accept schedule of cash position statement dated March 20, 2023 (enclosure).

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

- D. Review Expense Tracking Report (enclosure) and consider approval of District Expenditures Verification Report (enclosure).

- E. Discuss future operation and maintenance obligations and related budget matters.

- F. Report regarding tax increment financing (“TIF”) revenue collection matters. **Adjourn to executive session pursuant to Section 24-6-402(4)(b), C.R.S., to receive legal advice regarding TIF revenue collection matters (if necessary).**

V. MANAGEMENT MATTERS

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

VI. LEGAL MATTERS

- A. Discuss City of Arvada’s System Development Charges. **Adjourn to executive session pursuant to Section 24-6-402(4)(b), C.R.S., to receive legal advice regarding the System Development Charges (if necessary).**

 - 1. Report regarding City of Arvada’s System Development Charges.

 - 2. Authorize any necessary action in connection therewith.

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

- C. Discuss purchase of Gross Reservoir water rights.

- D. Discuss results of cancelled May 2, 2023 Regular Directors' Election (enclosure).

- E. Discuss reimbursement process in relation to subordinate notes.

VII. CONSTRUCTION MATTERS

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

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

 - 2. Review and consider approval of License Agreement between Public Service Company of Colorado and the District (enclosure).

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

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

 - 3. Discuss SEMA Construction, Inc. warranty obligations. Authorize any necessary actions in connection therewith.

VIII. CAPITAL IMPROVEMENTS

- A. Review and consider approval of Cost Certification Report No. 17 prepared by Independent District Engineering Services, LLC, certifying District eligible expenditures relative to Trailstone Filing No. 1 Public Improvements ("Report No. 17"), and accept certified costs (to be distributed).

1. Discuss and consider authorizing reimbursement to Cimarron Commercial, LLC in the amount certified per Report No. 17, 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 APRIL 25, 2023.**

RECORD OF PROCEEDINGS

MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE JEFFERSON CENTER METROPOLITAN DISTRICT NO. 1 HELD FEBRUARY 28, 2023

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, February 28, 2023, 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.

RECORD OF PROCEEDINGS

ADMINISTRATIVE MATTERS

Agenda: Mr. Solin distributed, for the Board's review and approval, an agenda for the District's Regular Meeting.

Following discussion, upon motion duly made by Director J. Nading, seconded by Director McKay and, upon vote, unanimously carried, 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.

Resignation and Appointment of Secretary to the Board: The Board discussed the resignation of James Ruthven as Secretary to the Board and considered the appointment of David Solin as Secretary to the Board.

Following discussion, upon motion duly made by Director Bradbury, seconded by Director J. Nading and, upon vote, unanimously carried, the Board acknowledged the resignation of James Ruthven as Secretary to the Board and appointed David Solin as Secretary to the Board.

Minutes: The Board reviewed the minutes of the January 24, 2023 Regular Meeting.

Following discussion, upon motion duly made by Director Dooling, seconded by Director J. Nading and, upon vote, unanimously carried, the minutes of the January 24, 2023 Meeting was approved, as presented.

PUBLIC COMMENT

There were no public comments.

CONSENT AGENDA

The Board considered the following actions:

- Ratify approval of Change Order No. 6 to the Contract between the District and NRE Excavating, Inc., for fire hydrant repair, in the amount of \$2,361.00.
- Ratify approval of Change Order No. 4 to the Contract between the District and Timco Blasting & Coatings, Inc., for El Diente landscape repairs, for a decrease in the amount of <\$5,887.94>.

RECORD OF PROCEEDINGS

- Ratify approval of Change Order No. 5 to the Contract between the District and Timco Blasting & Coatings, Inc., for Stockpile Stabilization, in the amount of \$5,334.00.
- Ratify approval of Change Order No. 3 to the Contract between the District and Wagner Construction, Inc., for Gas Line Crossings, in the amount of \$2,871.27.
- Ratify approval of Change Order No. 4 to the Contract between the District and Wagner Construction, Inc., for DEV and Site Permit Fees, in the amount of \$7,350.70.
- Ratify approval of Task Order No. 3 to the Service Agreement between the District and 360 Rail Services, LLC for SH72/SH93 Crossing Investigation, in the amount of \$58,660.00.
- Ratify approval of Task Order No. 8 to the Service Agreement between the District and Storm Water Asset Protection for Stormwater Oversight Services, in the amount of \$35,000.00.
- Ratify approval of Task Order No. 2 to the Service Agreement between the District and 7S, Inc., d/b/a S & S Striping and Signage, for the replacement of signs at Candelas Point, in the amount of \$905.00.
- Ratify approval of Task Order No. 3 to the Service Agreement between the District and Triax Engineering, LLC for Highway 72 Widening Material Testing, in the amount of \$11,867.00.

Following review, upon motion duly made by Director Bradbury, seconded by Director J. Nading 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 reviewed and considered approval of the payment of claims through the period ending February 2, 2023, in the amount of \$517,583.79.

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

Unaudited Financial Statements: Ms. Tatton reviewed with the Board the unaudited financial statements for the period ending December 31, 2022.

Following discussion, upon motion duly made by Director Bradbury, seconded by Director J. Nading and, upon vote, unanimously carried, the Board accepted the unaudited financial statements for the period ending December 31, 2022.

RECORD OF PROCEEDINGS

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 with the Board the Expense Tracking Report.

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 February 2023,” which summarizes IDES’ review and verification of the expenditures of the District for February 2023 related to certain District construction contracts. The Verification Report identified \$514,451.92 of District Eligible Expenses and \$3,131.87 of Non-Eligible Expenses.

Following discussion, upon motion duly made by Director Bradbury, seconded by Director J. Nading and, upon vote, unanimously carried, the Board determined to accept the District Eligible Expenses in the amount of \$514,451.92.

Future Operation and Maintenance Obligations and Related Budget Matters: There were no updates at this time.

Tax Increment Financing (“TIF”) Revenue Collection Matters: Ms. Tatton updated the Board regarding the TIF revenue collection matters.

MANAGEMENT MATTERS

Water Allocations and Facilities Fees Collections: Mr. Solin discussed the water allocations with the Board. The Board made several suggested revisions, and Mr. Solin will present the updated report at the next meeting.

LEGAL MATTERS

City of Arvada’s System Development Charges: Directors J. Nading and Bradbury provided an update to the Board on the status of the City of Arvada’s System Development Charges. No action was taken by the Board.

Retaining Wall and Slope Easements for the Benefit of RangeWater Residential, LLC: It was noted that the retaining wall and slope easements discussions are on hold at this time.

Gross Reservoir Water Rights Purchase: The Board entered into discussion regarding the Gross Reservoir Water Rights Purchase by either the District or Jefferson Center Metropolitan District No. 2. It was noted that District Counsel will review the matter and report back to the Board.

RECORD OF PROCEEDINGS

CONSTRUCTION MATTERS

Construction Status Report: Mr. Back presented to the Board the Construction Status Report.

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

- Consider approval of Contractor Agreement between the District and ABC Asphalt Inc. for Candelas Medical Access Paving, in the amount of \$41,741.00.
- Consider approval of Contractor Agreement between the District and RCD Construction Inc. for Candelas Point Paving and Utility Repairs, in the amount of \$195,162.90.
- Consider approval of Change Order No. 1 to the Contract between the District and Leo Landscape LLC for El Diente Landscape Repairs, in the amount of \$ 5,887.94.
- Consider approval of Task Order No. 17 to the Contract between the District and Kimley-Horn and Associates, Inc. for OCC Industrial P6 Traffic Compliance, in the amount of \$3,500.00
- Consider approval of Task Order No. 7-A12 to the Contract between the District and Martin/Martin, Inc. for JCMD Parcel Coordination Amd #12, in the amount of \$15,000.00.
- Consider approval of Task Order No. 8-A7 to the Contract between the District and Martin/Martin, Inc. for On-Call Survey Amd #7, in the amount of \$12,000.00.
- Consider approval of Task Order No. 22-A10 to the Contract between the District and Martin/Martin, Inc. for Indiana North Infrastructure Amd #10, in the amount of \$18,000.00.
- Consider approval of Task Order No. 24-A9 to the Contract between the District and Martin/Martin, Inc. for Highway 72 & Welton Parcel Amd #9, in the amount of \$12,000.00.
- Consider approval of Task Order No. 24-A10 to the Contract between the District and Martin/Martin, Inc. for Highway 72 Parcel P1 & P3 Widening Amd #10, in the amount of \$15,000.00.
- Consider approval of Task Order No. 25-A4 to the Contract between the District and Martin/Martin, Inc. for Candelas Sanitary Sewer Outfall Amd #4, in the amount of \$8,500.00.
- Consider approval of Task Order No. 26-A4 to the Contract between the District and Martin/Martin, Inc. for Highway 72 Waterline Construction Documents, in the amount of \$2,500.00.

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

RECORD OF PROCEEDINGS

Payment to City of Arvada (“City”) Under the Intergovernmental Agreement By and Between the City of Arvada and Jefferson Center Metropolitan District No. 1: The Board entered into discussion regarding a payment to the City under the Intergovernmental Agreement By and Between the City 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.

Following discussion, upon motion duly made by Director Bradbury, seconded by Director J. Nading and, upon vote, unanimously carried, the Board authorized the payment to the City under the Intergovernmental Agreement By and Between the City 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, in the amount of \$212,274.75.

Warranty Issues:

Premier Earthworks & Infrastructure, Inc. (“PEI”) Warranty Obligations: Mr. Back provided a brief update.

GH Phipps Construction Companies Warranty Obligations: Mr. Back provided a brief update.

SEMA Construction Inc. Warranty Obligations: Mr. Back provided an update to the Board on the status of the SEMA Construction Inc. Warranty Obligations.

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

Following discussion, upon motion duly made by Director J. Nading, seconded by Director McKay and, upon vote, unanimously carried, the Board ratified approval of the Settlement and Release Agreement by and between the District and SEMA Construction, Inc.

CAPITAL IMPROVEMENTS

District Engineer’s Cost Certification Report No. 16, dated February 28, 2023, 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.

RECORD OF PROCEEDINGS

Following discussion, upon motion duly made by Director Bradbury, seconded by Director S. Nading and, upon vote, unanimously carried, the Board approved the District Engineer's Cost Certification Report No. 16, dated February 28, 2023, prepared by Independent District Engineering Services, LLC, certifying District eligible expenditures relative to Trailstone Filing No. 1 Public Improvements, in the amount of \$528,253.40 ("Report No. 16").

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: 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 S. Nading and, upon vote, unanimously carried, the Board authorized a direct reimbursement of \$400,000.00 to Cimarron Commercial, LLC, and authorized the remaining certified amount of \$125,253.40 be added to the Nonrevolving Line of Credit Nolte, Series 2010B, per 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 Bradbury, seconded by Director S. 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
Brownstein Hyatt Farber Schreck, LL		929888 3/14/2023	167.59	Legal	6750	1
Brownstein Hyatt Farber Schreck, LL		929578 3/13/2023	17,607.96	Legal	6750	1
CTL Thompson		645,351,655,895 2/28/2023	5,278.50	Engineering	7840	3
CTL Thompson		645,351,655,895 2/28/2023	4,930.00	Fund balance	4500	3
Environmental Designs		163235 3/1/2023	220.00	Snow Removal	7110	1
Environmental Designs		163445 3/2/2023	2,630.92	Landscape Maintenance	7100	1
GH Phipps Construction Companies		5 1/31/2023	28,722.73	Retainage Payable	3311	3
Harvey Economics	022023 220251	3/1/2023	4,060.00	Legal	6750	1
Harvey Economics	122022 220251	1/1/2023	2,795.00	Fund balance	4500	1
Independent District Engineering Services		8579 2/28/2023	49,647.95	Project management	7800	3
Independent District Engineering Services		8579 2/28/2023	551.25	Project management	7800	1
Kimley Horn		23893801 2/28/2023	3,500.00	Engineering	7840	3
		17.0684,17.0725,17.0725,18.0910,20.				
		0287,20.0668,20.0717,21.1508,21.15				
Martin Martin Inc		28,22,1574 2/16/2023	64,046.15	Engineering	7840	3
NRE Excavating Inc.		10 2/25/2023	2,361.00	Capital Outlay	7500	3
Papillon LLC		1541 2/28/2023	20,578.08	Project management	7800	3
SWCA Incorporated		162525 3/6/2023	26,960.61	Engineering	7840	3
Simmons & Wheeler, P.C.		35196 2/28/2023	3,125.42	Accounting	6170	1
Simmons & Wheeler, P.C.		34758 1/31/2023	2,663.10	Accounting	6170	1
Special District Management Services, Inc.	02282023 JCMD1	2/28/2023	1,660.80	Management fees	6100	1
Special District Management Services, Inc.	02282023 JCMD1	2/28/2023	404.60	Election expense	6350	1
Storm Water Asset Protection, LLC		544 2/28/2023	4,806.51	Capital Outlay	7500	1
Triax Engineering, LLC	D22T202-01, D22T202-02	1/6/2023	8,267.50	Engineering	7840	3
Wagner Construction, Inc.	4 JCMD Sanitary Interceptor	2/25/2023	(26,494.46)	Retainage Payable	3311	3
Wagner Construction, Inc.	4 JCMD Sanitary Interceptor	2/25/2023	529,889.21	Capital Outlay	7500	3
Wagner Construction, Inc.		14 2/25/2023	(5,495.31)	Retainage Payable	3311	3
Wagner Construction, Inc.		14 2/25/2023	92,890.12	Capital Outlay	7500	3
Wagner Construction, Inc.		14 2/25/2023	17,015.99	Accounts receivable	1400	3
Baker Tilly US, LLP	BT2320443	2/24/2023	1,897.50	Legal	6750	1
City of Arvada	IGA reimbursement	3/10/2023	212,274.75	Capital Outlay	7500	3
			<u>1,076,963.47</u>			
			42,590.65	General		
			<u>1,034,372.82</u>	Capital		
			<u>1,076,963.47</u>			

Jefferson Center Metropolitan District No. 1

Cash Position

March 20, 2023

	First Bank General Fund	First Bank Capital Fund	Colotrust General Fund	Colotrust Debt Service Fund	Colotrust Capital	UMB Subordinate Project Fund	Total
Balance at 2/23/2023	0.00	5,835.30	80,284.83	220,677.76	525,612.37	29,675,353.70	30,507,763.96
Transfer from CT to First Bank	57,000.00	0.00	(57,000.00)		0.00		0.00
2/28/2023 bill.com payments	(51,884.77)	(462,599.02)					(514,483.79)
2/28/2023 additional bill.com payments	(1,897.50)						(1,897.50)
Xcel Payments	(115.22)						(115.22)
Bank Charge	(30.00)						(30.00)
Transfer to District #2 for FFCO			(38,824.00)				(38,824.00)
2/28/2023 Interest Income			2,903.82			101,361.55	104,265.37
Property taxes received 1/10/2023			24,908.38	249,088.81			273,997.19
Transfer between funds	(3,072.51)	3,072.51	3,072.51		(3,072.51)		0.00
Project Fund Requisition #29		3,131.87				(3,131.87)	0.00
Project Fund Requisition #30		459,467.15				(459,467.15)	0.00
Project Fund Requisition #31						(400,000.00)	(400,000.00)
Project Fund Requisition #32						(212,274.75)	(212,274.75)
Balance at 3/20/2023	0.00	8,907.81	15,345.54	469,766.57	522,539.86	28,701,841.48	29,718,401.26

JEFFERSON CENTER METROPOLITAN DISTRICT NO. 1
2022 FORECAST OF GENERAL FUND REVENUES AND EXPENDITURES
AS of 2/28/2023

	<u>Actual Paid/Received in</u>													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)	97,599		684	23,284	36,815			36,815								684	96,915	97,599	-
Specific ownership taxes	19,802		2,091	1,973	2,032	2,032	2,032	2,032	2,032	2,032	2,032	2,032	2,032			2,091	20,261	22,351	2,549
AURA tax increment - District's mill levy	232,431				116,216			116,216								-	232,431	232,431	-
Interest Income	1,716	3,371	2,904	3,138	3,138	3,138	3,138	3,138	3,138	3,138	3,138	3,138	3,138			6,275	31,375	37,650	35,934
Total Revenues	351,548	3,371	5,678	28,395	158,200	5,169	5,169	158,200	5,169	5,169	5,169	5,169	5,169	-	9,049	380,982	390,031	38,483	
Expenses:																			
Legal - District	55,000		7,541	4,314	4,314	4,314	4,314	4,314	4,314	4,314	4,314	4,314	4,314	4,314	7,541	47,459	55,000	-	
Legal - City of Arvada Dispute			30,051	21,668	25,859	25,859	25,859	25,859							30,051	125,106	155,157	(155,157)	
Legal - Candelas Community Commerical Parcels			1,026	168	597	597	597	597							1,026	2,555	3,581	(3,581)	
Accounting	20,000			1,818	1,818	1,818	1,818	1,818	1,818	1,818	1,818	1,818	1,818	1,818	-	20,000	20,000	-	
Audit	5,500									5,500					-	5,500	5,500	-	
Landscape Maintenance															-	-	-	-	
Monthly Ground Services	31,600	2,631	2,631	2,631	2,631	2,631	2,631	2,631	2,631	2,631	2,631	2,631	2,631		5,262	26,310	31,572	28	
Snow removal	3,000		770	770	770							770	770	770	770	3,850	4,620	(1,620)	
Repairs	15,000					2,500	2,500	2,500	2,500	2,500	2,500				-	15,000	15,000	-	
Management fees	32,000		1,437	2,778	2,778	2,778	2,778	2,778	2,778	2,778	2,778	2,778	2,778	2,778	1,437	30,563	32,000	-	
Project Management	5,000		435	435	435	435	435	435	435	435	435	435	435	435	435	4,785	5,220	(220)	
Elections	2,000			1,000	1,000										-	2,000	2,000	-	
Insurance	5,900	5,507	510												6,017	-	6,017	(117)	
Miscellaneous	2,000	40	94	67	67	67	67	67	67	67	67	67	67		134	670	804	1,196	
Office Supplies	1,000			91	91	91	91	91	91	91	91	91	91	91	-	1,000	1,000	-	
Repairs & maintenance	-		4,724	4,724	4,724	4,724	4,724	4,724	4,724	4,724	4,724	4,724	4,724	4,724	4,724	51,964	56,688	(56,688)	
Utilities	10,000														-	-	-	10,000	
Xcel Energy		88	116	102	102	102	102	102	102	102	102	102	102		204	1,020	1,224	(1,224)	
City of Arvada		1,382		1,382	1,382	1,382	1,382	1,382	1,382	1,382	1,382	1,382	1,382	1,382	1,382	8,292	9,674	(9,674)	
Treasurer's fees	4,950		10	349	552	-	-	552	-	-	-	-	-	-	10	1,454	1,464	3,486	
Transfer to #2 General Fund	64,219			16,055				16,055						16,055	-	64,219	64,219	-	
Transfer to Mt Shadows for O&M	11,057										11,057				-	11,057	11,057	-	
Total Expenses (less contingency & reserve)	268,226	9,648	49,345	58,353	45,739	47,299	45,917	63,906	19,461	26,343	46,573	19,113	17,731	32,368	58,993	422,804	481,796	(213,570)	
Funds Remaining	83,322	(6,277)	(43,666)	(29,958)	112,461	(42,130)	(40,748)	94,294	(14,292)	(21,174)	(41,403)	(13,944)	(12,562)	(32,368)	(49,943)	(41,822)	(91,765)	(175,087)	

**JCMD1 EXPENSE TRACKING REPORT
MARCH 2023 REPORT FOR FEBRUARY 2023 EXPENSES**

INVOICE DETAIL				(Note 1)	(Note 2)
Vendor	Description	Invoice Number	Invoice Date	General Fund	Capital Fund
Baker Tilly US, LLP	Legal Services - City of Arvada Dispute	BT2320443	2/24/2023	\$ 1,897.50	\$ -
Brownstein Hyatt Farber Schreck, LLP	Legal Services - City of Arvada Dispute	929578	3/13/2023	\$ 17,607.96	\$ -
Brownstein Hyatt Farber Schreck, LLP	Legal Services - Warranty	929888	3/14/2023	\$ 167.59	\$ -
City of Arvada	IGA Reimbursement	N/A	3/10/2023	\$ 212,274.75	\$ 212,274.75
CTL Thompson, Inc.	Candelas Indiana North	645351	10/31/2022	\$ 4,930.00	\$ -
CTL Thompson, Inc.	Candelas Indiana North	655895	2/28/2023	\$ 5,278.50	\$ 5,278.50
Environmental Design	Snow Removal	163235	3/1/2023	\$ 220.00	\$ -
Environmental Design	Monthly Grounds Services	163445	3/2/2023	\$ 2,630.92	\$ -
Harvey Economics	Legal Services - City Dispute	220251	1/1/2023	\$ 2,795.00	\$ -
Harvey Economics	Legal Services - City Dispute	220251	3/1/2023	\$ 4,060.00	\$ -
GH Phipps Construction Companies	Candelas Medical Phase 2 Concrete & Paving	Pay Application #5	2/25/2023	\$ 28,722.73	\$ 28,722.73
IDES LLC	District Engineering Management	08579	2/28/2023	\$ 50,199.20	\$ 49,647.95
Kimley-Horn	OCC Industrial Candelas	23893801	2/28/2023	\$ 3,500.00	\$ -
Martin/Martin, Inc	Engineering	17.0684-00042	2/7/2023	\$ 1,955.00	\$ 1,955.00
Martin/Martin, Inc	Engineering	17.0725-00052	2/7/2023	\$ 1,052.51	\$ 1,052.51
Martin/Martin, Inc	Engineering	17.0725-00053	2/17/2023	\$ 3,060.00	\$ 3,060.00
Martin/Martin, Inc	Engineering	18.0910-00026	2/16/2023	\$ 5,950.00	\$ 5,950.00
Martin/Martin, Inc	Engineering	20.0287-00033	2/7/2023	\$ 4,518.82	\$ 4,518.82
Martin/Martin, Inc	Engineering	20.0668-00026	2/16/2023	\$ 5,911.55	\$ 5,911.55
Martin/Martin, Inc	Engineering	20.0717-00023	2/16/2023	\$ 2,235.00	\$ 2,235.00
Martin/Martin, Inc	Engineering	21.1508-00012	2/7/2023	\$ 2,255.00	\$ 2,255.00
Martin/Martin, Inc	Engineering	21.1528-00011	2/7/2023	\$ 1,272.50	\$ 1,272.50
Martin/Martin, Inc	Engineering	22.1574-00002	2/13/2023	\$ 35,835.77	\$ 35,835.77
NRE Excavating Inc.	Candelas Medical Phase 2 Utilities	Pay Application #10	2/25/2023	\$ 2,361.00	\$ 2,361.00
Papillon, LLC	District Management	1541	2/28/2023	\$ 20,578.08	\$ 20,578.08
SDMS	Expenses	JCMD1 - 00	2/28/2023	\$ 0.20	\$ -
SDMS	Board Meetings	JCMD1 - 01	2/28/2023	\$ 1,377.00	\$ -
SDMS	Management Matters	JCMD1 - 02	2/28/2023	\$ 32.00	\$ -
SDMS	Records Management	JCMD1 - 03	2/28/2023	\$ 48.00	\$ -
SDMS	District Organization Matters	JCMD1 - 06	2/28/2023	\$ 128.00	\$ -
SDMS	Election Matters	JCMD1 - 08	2/28/2023	\$ 404.80	\$ -
SDMS	Website Design/Maintenance	JCMD1 - 24	2/28/2023	\$ 75.60	\$ -
Simmons & Wheeler, P.C.	Accounting Services	34758	1/31/2023	\$ 2,663.10	\$ -
Simmons & Wheeler, P.C.	Accounting Services	35198	2/17/2023	\$ 3,125.42	\$ -
SWAP, LLC	Storm Water Management	0544	2/28/2023	\$ 4,806.51	\$ -
SWCA Environmental Consultants	Environmental Compliance	162525	3/6/2023	\$ 26,960.61	\$ 26,960.61
Triax Engineering, LLC	Materials Testing Services, Sanitary Interceptor	D227102-01	12/30/2022	\$ 2,948.25	\$ 2,948.25
Triax Engineering, LLC	Materials Testing Services, Sanitary Interceptor	D227102-02	1/6/2023	\$ 5,319.25	\$ 5,319.25
Wagner Construction, Inc.	Sanitary Interceptor	Pay Application #4	2/25/2023	\$ 503,394.75	\$ 503,394.75
Wagner Construction, Inc.	Candelas Indiana North Joyce Street and Indiana Widening	Pay Application #14	2/25/2023	\$ 104,410.80	\$ 104,410.80
Totals				\$ 1,076,963.47	\$ 42,590.65

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 \$926,337.29 has been paid by CMMD. JCMD1 has requested a total of \$455,368.29 from CMMD for qualifying signalization work to date.

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.

CASH POSITION

SOURCES	Notes	General	Capital
First Bank		\$ -	\$ 8,907.81
CoBiz		\$ -	\$ -
ColoTrust		\$ 15,345.54	\$ 522,539.86
UMB 2015	Project Fund		\$ -
Candelas Medical Escrow Reimbursement Phase 1			\$ -
Candelas Medical Escrow Reimbursement Phase 2			\$ -
UMB 2017			\$ -
IGA W/ CMMD	Traffic Signal Funding (Note 3)		\$ 58,662.71
Series 2020A-2 Project Fund			\$ -
Series 2020B Project Fund			\$ 28,701,841.48
Sub Total		\$ 15,345.54	\$ 29,291,951.86
USES			
Contract Commitments			
Current Payables		\$ 42,590.65	\$ 1,034,372.82
Construction	Contractors, District Portion		\$ 6,547,082.94
Construction	Contractors, Developer Portion		\$ 45,161.42
Consultants	Consulting Contracts		\$ 1,317,730.04
Sub Total		\$ 42,590.65	\$ 8,944,347.21
General Fund Total			
General Fund Surplus/Deficit		(\$41,822.00)	
BALANCE		\$ (69,067.11)	\$ 20,347,604.65

ADJUSTMENTS TO CASH POSITION

	Notes	General	Capital
Balance Before Adjustments		\$ (69,067.11)	\$ 20,347,604.65
Public Improvement Surety	City of Arvada (Note 4)		\$ -
ADJUSTED BALANCE		\$ (69,067.11)	\$ 20,347,604.65

GRAND TOTAL ADJUSTED BALANCE	\$ 20,278,537.54
PRIOR MONTH GRAND TOTAL	\$ 20,810,694.24
CHANGE	\$ (532,156.70)

EXPLANATION OF CHANGE TO CASH POSITION SINCE PRIOR MONTH

Expense Category	February	March	Change
Current Payables			\$ 1,076,963.47
Less General Fund			\$ (42,590.65)
Subtotal			\$ 1,034,372.82
Commitments			
Attachment D			
Contractors, District Portion	\$ 7,153,276.96	\$ 6,547,082.94	\$ (606,194.02)
Contractors, Developer Portion	\$ 62,177.42	\$ 45,161.42	\$ (17,016.00)
Consulting Contracts	\$ 1,714,678.51	\$ 1,317,730.04	\$ (396,948.47)
Subtotal			\$ (1,020,158.49)
Net Increase/Decrease to Commitments Since Prior Month			\$ 14,214.33
Interest Income			\$ (104,265.37)
Bank Charges			\$ 30.00
2/28/2023 Additional bill.com payments			\$ 1,897.50
City of Arvada IGA Reimbursement			\$ 212,274.75
City of Arvada check #11164			\$ (3,100.00)
AURA Funds - General Fund			\$ -
UMB Payment - Debt Fund			\$ -
City of Arvada Payments			\$ -
IGA with CMMD difference			\$ -
Xcel Payments			\$ 115.22
Transfer to District #2 FFCO			\$ 38,824.00
Reimbursement to CDC			\$ 400,000.00
General Fund Property taxes			\$ (24,908.38)
Change in General Fund Forecast			\$ (545,516.00)
General Fund Payable			\$ 42,590.65
Total Adjustments for Reconciliation			\$ 532,156.70
Out of Balance Amount			\$ 0.00



Jefferson Center Metro District No. 1

**District Expenditures
Verification
For
March 2023**



March 28, 2023

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 MARCH 2023

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 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.

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 **\$1,059,947.47** of the District Expenditures were appropriately classified as District Eligible Expenses.
2. At this time and based upon the information provided, we find **\$17,016.00** 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
Attachments

Attachments

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

Attachment A

Jefferson Center Metropolitan District No. 1
 March 2023 Report for February 2023 Expenditures

Vendor	Description	Invoice Number	Invoice Date	Invoiced Amount	District Expenditures	Non Eligible Expenses
Baker Tilly US, LLP	Legal Services - City of Arvada Dispute	O&M	2/24/23	\$ 1,897.50	\$ 1,897.50	\$ -
Brownstein Hyatt Farber Schreck, LLP	Legal Services - City of Arvada Dispute	O&M	3/13/2023	\$ 17,607.96	\$ 17,607.96	\$ -
Brownstein Hyatt Farber Schreck, LLP	Legal Services - Warranty	O&M	3/14/23	\$ 167.59	\$ 167.59	\$ -
City of Arvada	IGA Reimbursement	N/A	3/10/23	\$ 212,274.75	\$ 212,274.75	\$ -
CTL Thompson, Inc.	Candelas Indiana North	645351	10/31/2022	\$ 4,930.00	\$ 4,930.00	\$ -
CTL Thompson, Inc.	Candelas Indiana North	655895	2/28/2023	\$ 5,278.50	\$ 5,278.50	\$ -
Environmental Design	Snow Removal	O&M	3/1/2023	\$ 220.00	\$ 220.00	\$ -
Environmental Design	Monthly Grounds Services	O&M	3/2/2023	\$ 2,630.92	\$ 2,630.92	\$ -
Harvey Economics	Legal Services - City Dispute	O&M	1/1/2023	\$ 2,795.00	\$ 2,795.00	\$ -
Harvey Economics	Legal Services - City Dispute	O&M	3/1/2023	\$ 4,060.00	\$ 4,060.00	\$ -
GH Phipps Construction Companies	Candelas Medical Phase 2 Concrete & Paving	Pay Application #5	2/25/2023	\$ 28,722.73	\$ 28,722.73	\$ -
IDES LLC	District Engineering Management	08579	2/28/2023	\$ 49,647.95	\$ 49,647.95	\$ -
IDES LLC	District Engineering Management	O&M	2/28/2023	\$ 551.25	\$ 551.25	\$ -
Kimley-Horn	OCC Industrial Candelas	23893801	2/28/2023	\$ 3,500.00	\$ 3,500.00	\$ -
Martin/Martin, Inc	Engineering	17.0684-00042	2/7/2023	\$ 1,955.00	\$ 1,955.00	\$ -
Martin/Martin, Inc	Engineering	17.0725-00052	2/7/2023	\$ 1,052.51	\$ 1,052.51	\$ -
Martin/Martin, Inc	Engineering	17.0725-00053	2/17/2023	\$ 3,060.00	\$ 3,060.00	\$ -
Martin/Martin, Inc	Engineering	18.0910-00026	2/16/2023	\$ 5,950.00	\$ 5,950.00	\$ -
Martin/Martin, Inc	Engineering	20.0287-00033	2/7/2023	\$ 4,518.82	\$ 4,518.82	\$ -
Martin/Martin, Inc	Engineering	20.0668-00026	2/16/2023	\$ 5,911.55	\$ 5,911.55	\$ -
Martin/Martin, Inc	Engineering	20.0717-00023	2/16/2023	\$ 2,235.00	\$ 2,235.00	\$ -
Martin/Martin, Inc	Engineering	21.1508-00012	2/7/2023	\$ 2,255.00	\$ 2,255.00	\$ -
Martin/Martin, Inc	Engineering	21.1528-00011	2/7/2023	\$ 1,272.50	\$ 1,272.50	\$ -
Martin/Martin, Inc	Engineering	22.1574-00002	2/13/2023	\$ 35,835.77	\$ 35,835.77	\$ -
NRE Excavating Inc.	Candelas Medical Phase 2 Utilities	Pay Application #10	2/25/2023	\$ 2,361.00	\$ 2,361.00	\$ -
Papillon, LLC	District Management	1541	2/28/2023	\$ 20,578.08	\$ 20,578.08	\$ -
SDMS	Expenses	O&M	2/28/2023	\$ 0.20	\$ 0.20	\$ -
SDMS	Board Meetings	O&M	2/28/2023	\$ 1,377.00	\$ 1,377.00	\$ -
SDMS	Management Matters	O&M	2/28/2023	\$ 32.00	\$ 32.00	\$ -
SDMS	Records Management	O&M	2/28/2023	\$ 48.00	\$ 48.00	\$ -
SDMS	District Organization Matters	O&M	2/28/2023	\$ 128.00	\$ 128.00	\$ -
SDMS	Election Matters	O&M	2/28/2023	\$ 404.60	\$ 404.60	\$ -
SDMS	Website Design/Maintenance	O&M	2/28/2023	\$ 75.60	\$ 75.60	\$ -
Simmons & Wheeler, P.C.	Accounting Services	O&M	1/31/2023	\$ 2,663.10	\$ 2,663.10	\$ -
Simmons & Wheeler, P.C.	Accounting Services	O&M	2/17/2023	\$ 3,125.42	\$ 3,125.42	\$ -
SWAP, LLC	Storm Water Management	O&M	2/28/2023	\$ 4,806.51	\$ 4,806.51	\$ -
SWCA Environmental Consultants	Environmental Compliance	162525	3/6/2023	\$ 26,960.61	\$ 26,960.61	\$ -
Triax Engineering, LLC	Materials Testing Services, Sanitary Interceptor	D22T102-01	12/30/2022	\$ 2,948.25	\$ 2,948.25	\$ -
Triax Engineering, LLC	Materials Testing Services, Sanitary Interceptor	D22T102-02	1/6/2023	\$ 5,319.25	\$ 5,319.25	\$ -
Wagner Construction, Inc.	Sanitary Interceptor	Pay Application #4	2/25/2023	\$ 503,394.75	\$ 503,394.75	\$ -
Wagner Construction, Inc.	Candelas Indiana North Joyce Street and Indiana Widening	Pay Application #14	2/25/2023	\$ 104,410.80	\$ 87,394.80	\$ 17,016.00
TOTALS				\$1,076,963.47	\$1,059,947.47	\$ 17,016.00

Note 1: Operating and Maintenance Expenditures are not reviewed or verified by IDES, but are included to show total District expenditure

Note 2: Legal expenses paid out of the Capital fund are not reviewed or verified by IDES, but are included to show total District expenditures for the month.

Note 3: Wagner Construction pay application included District and Developer amounts for Grading. District eligible amount for Grading was \$13,643.46 and Developer amount was \$17,016.00.

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	\$803,521.05	\$756,683.29	\$46,837.76
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	\$551,927.49	\$551,927.49	\$0.00
February 2021	\$317,086.29	\$317,086.29	\$0.00
March 2021	\$525,741.00	\$525,741.00	\$0.00
April 2021	\$200,792.43	\$200,792.43	\$0.00
May 2021	\$179,914.87	\$179,914.87	\$0.00
June 2021	\$271,788.88	\$271,788.88	\$0.00
July 2021	\$1,139,804.90	\$1,128,133.33	\$11,671.57
August 2021	\$131,274.85	\$131,274.85	\$0.00
September 2021	\$378,520.94	\$378,520.94	\$0.00
October 2021	\$249,917.37	\$249,917.37	\$0.00
November 2021	\$131,989.28	\$131,989.28	\$0.00
December 2021	\$4,412,190.17	\$4,412,190.17	\$0.00
January 2022	\$734,763.46	\$734,763.46	\$0.00
February 2022	\$653,761.70	\$653,761.70	\$0.00
March 2022	\$245,119.21	\$243,704.07	\$1,415.14
April 2022	\$1,487,997.38	\$946,502.04	\$541,495.34
May 2022	\$732,288.66	\$616,891.76	\$115,396.90
June 2022	\$1,323,839.00	\$1,298,515.12	\$25,323.88
July 2022	\$661,227.07	\$661,227.07	\$0.00
August 2022	\$2,083,444.71	\$1,835,795.65	\$247,649.06
September 2022	\$980,968.17	\$980,968.17	\$0.00
October 2022	\$723,594.50	\$723,594.50	\$0.00
November 2022	\$1,193,501.76	\$1,098,831.40	\$94,670.36
December 2022	\$1,503,116.56	\$1,500,981.20	\$2,135.36
January 2023	\$884,884.07	\$878,791.17	\$6,092.90
February 2023	\$517,583.79	\$514,451.92	\$3,131.87
March 2023 (Current)	\$1,076,963.47	\$1,059,947.47	\$17,016.00
Total	\$49,835,207.45	\$46,823,116.89	\$3,012,090.56

Attachment B

Jefferson Center Metropolitan District No. 1
 March 2023 Report for February 2023 Expenditures
 By Category

Category	Description	District Expenditures	Non-Eligible Expenditures
Construction			
01	Mobilization	\$84,369.00	\$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	\$0.00	\$0.00
06	Grading	\$14,461.53	\$17,911.58
07	Box Culvert/Bridges	\$0.00	\$0.00
08	Erosion Control	\$656.00	\$0.00
09	Sanitary Sewer	\$559,769.38	\$0.00
10	Sanitary Sewer Services	\$0.00	\$0.00
11	Waterline	\$1,742.00	\$0.00
12	Waterline Services	\$0.00	\$0.00
13	Storm Sewer/Drainage	\$63,149.00	\$0.00
14	Concrete	\$0.00	\$0.00
15	Paving	\$0.00	\$0.00
16	Roadway Signage and Striping (not Monumentation)	\$89,000.00	\$0.00
17	Monumentation and Walls	\$0.00	\$0.00
18	Landscaping and Fencing	\$2,669.58	\$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	\$0.00	\$0.00
22	Dry Utility Substation (Power, Cell, Cable, etc.)	\$0.00	\$0.00
23	Traffic Lights/Signalization	\$13,828.00	\$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	-\$2,371.46	-\$895.58
Subtotal Construction		\$827,273.03	\$17,016.00
Consulting			
60	Legal Services	\$0.00	\$0.00
61	District Management	\$49,647.95	\$0.00
62	District Management (Papillon)	\$20,578.08	\$0.00
63	Planning/Engineering	\$67,546.15	\$0.00
64	Geotechnical/Testing	\$18,476.00	\$0.00
65	Survey	\$6,875.00	\$0.00
66	Stormwater Management	\$0.00	\$0.00
67	Misc. Professional Services	\$26,960.61	\$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		\$190,083.79	\$0.00
Operating and Maintenance Expenditures		\$42,590.65	\$0.00
Total		\$1,059,947.47	\$17,016.00

Attachment C

**Jefferson Center Metropolitan District No. 1
March 2023 Report for February 2023 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)
(11) Wyoco Erosion Control	\$264,104.75	\$0.00	\$264,104.75	\$243,786.51	\$20,318.24
(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	\$2,061,326.57	\$0.00
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	\$315,119.53	\$0.00
Candelas Medical	\$115,399.33	\$8,216.00	\$123,615.33	\$123,615.33	\$0.00
Kings North	\$44,576.69	\$5,965.00	\$50,541.69	\$50,541.69	\$0.00
(28) Golden Triangle Construction (GTC)	\$152,906.00	\$28,226.00	\$181,132.00	\$172,075.40	\$9,056.60
(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	\$0.00	\$28,600.00	\$28,600.00	\$0.00
(39) Hogan Works	\$23,279.55	\$16,493.75	\$39,773.30	\$32,142.67	\$7,630.63
(41) NRE Excavating - Candelas Medical Phase 2 Utilities	\$725,619.00	\$99,243.02	\$824,862.02	\$824,862.02	\$0.00
(43) KECI Colorado, Inc	\$236,938.00	\$22,436.80	\$259,374.80	\$259,374.80	\$0.00
(45) Miller Wall Company	\$1,077,183.00	\$1,226,258.65	\$2,303,441.65	\$2,303,441.65	\$0.00
(46) GH Phipps	\$575,050.00	-\$595.46	\$574,454.54	\$574,454.54	\$0.00
(47) Badger Daylighting Corp.	\$10,000.00	-\$2,830.00	\$7,170.00	\$7,170.00	\$0.00
(48) Legacy Traffic Management	\$10,150.00	-\$2,860.00	\$7,290.00	\$7,290.00	\$0.00
(49) Powell Restoration	\$22,906.56	\$36,040.75	\$58,947.31	\$50,307.15	\$8,640.16
(50) Standard Fence	\$35,875.00	\$2,165.00	\$38,040.00	\$38,040.00	\$0.00
(55) JBS Pipeline Contractors	\$775,376.50	\$153,079.92	\$928,456.42	\$928,456.42	\$0.00
(56) Hogan Action Services	\$0.00	\$5,800.00	\$5,800.00	\$5,800.00	\$0.00
(57) Miller Wall Company	\$0.00	\$29,993.00	\$29,993.00	\$29,993.00	\$0.00
(58) Rocosas Concrete - R&R	\$0.00	\$2,080.00	\$2,080.00	\$2,080.00	\$0.00
(59) Timco Blasting and Coatings	\$1,119,152.00	\$31,538.98	\$1,150,690.98	\$1,093,682.68	\$57,008.30
(60) Wagner Construction - Candelas Indiana North	\$5,123,050.76	\$295,082.35	\$5,418,133.11	\$4,296,459.62	\$1,121,673.49
(63) Rocosas Concrete - Candelas Pkwy Southern Sidewalk	\$678,393.00	\$0.00	\$678,393.00	\$0.00	\$678,393.00
(63) Leo Landscape	\$243,488.98	\$5,887.94	\$249,376.92	\$69,362.44	\$180,014.48
(65) Wagner Construction - Sanitary Interceptor	\$5,545,092.50	-\$1,105,517.77	\$4,439,574.73	\$1,936,963.00	\$2,502,611.73
(66) Wagner Construction - Highway 72 Widening	\$1,883,500.00	\$0.00	\$1,883,500.00	\$0.00	\$1,883,500.00
CCLLC - Coal Creek Overflow Easment	\$111,425.00	\$0.00	\$111,425.00	\$111,425.00	\$0.00
City of Arvada - Water Acquisition	\$1,135,700.00	\$0.00	\$1,135,700.00	\$1,135,700.00	\$0.00
City of Arvada - Coal Creek Tank	\$3,800,000.00	\$0.00	\$3,800,000.00	\$3,800,000.00	\$0.00
Cimarron Commercial, LLC	\$905,036.67	\$0.00	\$905,036.67	\$905,036.67	\$0.00
SEMA Final Acceptance Costs	\$78,236.30	\$0.00	\$78,236.30	\$0.00	\$78,236.30
Xcel Energy	\$1,652,685.87	\$0.00	\$1,652,685.87	\$1,652,685.87	\$0.00
Total Contracts (District Portion)	\$33,172,011.97	\$2,166,822.17	\$35,338,834.14	\$28,791,751.20	\$6,547,082.94
Previous Month's Total			\$35,323,154.88		
Increase or Decrease			\$15,679.26		

Contractors (Developer Portion)

Contractor (Vendor Number)	Contract (Developer)	CO's (Developer)	Total Contract (Developer)	Amount Paid (Developer)	Remaining (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	\$233,431.30	\$0.00
Kings North	\$171,536.09	\$0.00	\$171,536.09	\$171,536.08	\$0.00
(60) Wagner Construction	\$275,045.24	\$0.00	\$275,045.24	\$229,883.83	\$45,161.41
Xcel Energy	\$824,442.98	\$0.00	\$824,442.98	\$824,442.98	\$0.00
Total Contracts (Developer Portion)	\$2,393,323.27	\$491,843.22	\$2,885,166.49	\$2,840,005.07	\$45,161.42
Previous Month's Total			\$2,885,166.49		
Increase or Decrease			\$0.00		

Consultants

Consultant (Vendor Number)	TO #	Total Task Order Amount	Amount Paid	Remaining
SH72/SH93 Crossing Investigation	1	\$20,000.00	\$20,000.00	\$0.00
SH72/SH93 Crossing Investigation	2	\$10,000.00	\$10,000.00	\$0.00
SH72/SH93 Crossing Investigation	3	\$58,660.00	\$0.00	\$58,660.00
(52) 360 Rail Services	Total	\$88,660.00	\$30,000.00	\$58,660.00
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	\$16,743.00	\$0.00
Candelas Medical Phase 2 Utilities	15	\$17,204.50	\$17,204.50	\$0.00
W 91st Subgrade Investigation & Pavement Design	16	\$4,950.00	\$4,950.00	\$0.00
Candelas Parkway Observation and Testing	17	\$1,344.00	\$1,344.00	\$0.00
Hwy 72, Joyce St, Indiana Widening	18	\$33,687.47	\$33,687.47	\$0.00
Candelas Meical F1, Ph 2 Roadway	19	\$9,887.00	\$9,217.00	\$670.00
North Indiana Lots 1-3 Geotech	20	\$5,000.00	\$5,000.00	\$0.00
Engineering Consultation of Western Pond Slope Failure	21	\$875.00	\$875.00	\$0.00
Hwy 72 / Hwy 93 Subgrade Investigation & Pavement Design	22	\$23,300.00	\$23,300.00	\$0.00
Hwy 72 Roadway & Box Culvert, Hwy 72 East of Hwy 92	23	\$9,083.00	\$9,083.00	\$0.00
Candelas Indiana North	24	\$83,475.00	\$53,353.50	\$30,121.50
Candelas Parkway & Hwy 72 Subgrade Investigation & Pavement Design	25	\$3,000.00	\$3,000.00	\$0.00
Candelas Point Asphalt Concrete RR for Warranty	26	\$4,370.00	\$0.00	\$4,370.00
(02) CTL Thompson, Inc.	Total	\$245,297.97	\$210,136.47	\$35,161.50
On-Call Survey	2	\$83,000.00	\$79,867.32	\$3,132.68
SCL Landscape Design	5	\$19,000.00	\$17,328.70	\$1,671.30
Candelas Point Design	15	\$57,129.00	\$56,529.00	\$600.00
Joyce & Indiana Street Landscape	17	\$19,200.00	\$16,106.25	\$3,093.75
(04) Galloway & Company	Total	\$178,329.00	\$169,831.27	\$8,497.73
Subsurface Utility Engineering	01	\$14,300.00	\$14,300.00	\$0.00
SUE for SH72 over Denver Water's Boulder Canal	02	\$14,500.00	\$14,500.00	\$0.00
(53) Goodbee & Associates, LLC	Total	\$28,800.00	\$28,800.00	\$0.00
District Oversight	10	\$111,000.00	\$111,000.00	\$0.00
District Oversight	11	\$30,000.00	\$30,000.00	\$0.00
District Oversight	12	\$35,000.00	\$35,000.00	\$0.00
District Oversight	13	\$219,250.00	\$219,250.00	\$0.00
District Oversight	14	\$228,000.00	\$228,000.00	\$0.00
District Oversight	15	\$268,000.00	\$268,000.00	\$0.00
District Oversight	16	\$298,500.00	\$131,660.60	\$166,839.40
(05) IDES	Total	\$1,189,750.00	\$1,022,910.60	\$166,839.40
Candelas Point Traffic Signal Design	4	\$1,980.00	\$1,980.00	\$0.00
Traffic Impact Study	9	\$14,700.00	\$14,700.00	\$0.00
Traffic Impact Study	10	\$8,800.00	\$8,800.00	\$0.00
Traffic Compliant Letter	11	\$1,500.00	\$1,500.00	\$0.00
Taylor Morrison Traffic Impact Study	12	\$4,000.00	\$4,000.00	\$0.00
Candelas South Traffic Impact Study	13	\$8,200.00	\$8,200.00	\$0.00
Candelas 72-93 Traffic Impact Study	14	\$7,000.00	\$7,000.00	\$0.00
Candelas 72-93 Traffic Impact Study	15	\$4,200.00	\$4,200.00	\$0.00
CDOT Access Coordination Amendment	16	\$2,500.00	\$2,500.00	\$0.00
OCC Industrial - Candelas Parcel P6	17	\$3,500.00	\$3,500.00	\$0.00
(06) Kimley-Horn	Total	\$56,380.00	\$56,380.00	\$0.00
SCL Medical	2	\$281,034.00	\$280,262.60	\$771.40
SH93/SH72	3	\$318,908.16	\$318,908.16	\$0.00
Additional Legal Services	7	\$120,000.00	\$105,611.45	\$14,388.55
On-Call Survey	8	\$55,000.00	\$47,938.00	\$7,062.00
Jefferson Pkwy Coordination	9	\$43,000.00	\$38,805.75	\$4,194.25
Grading Analysis	10	\$58,880.46	\$58,880.46	\$0.00
Big Dry Creek at Indiana	14	\$19,978.75	\$19,978.75	\$0.00
Layout of new ROW, Place White Lid for Panels at each Tee, etc.	16	\$2,968.84	\$2,968.84	\$0.00
Candelas/Indiana Intersection Modifications	19	\$13,700.00	\$13,700.00	\$0.00
Candelas Medical/Big Dry Creek Floodplan	20	\$7,890.00	\$7,890.00	\$0.00
Grading/Earthwork/Taylor Morrison Parcels	21	\$30,795.00	\$30,795.00	\$0.00
Indiana & Highway 72	22	\$416,500.00	\$380,196.74	\$36,303.26
Candelas Indiana Widening	23	\$114,900.00	\$114,669.33	\$230.67
Colorado Highway 72 Widening	24	\$754,800.00	\$716,897.35	\$37,902.65
Candelas Sanitary Sewer Outfall	25	\$168,500.00	\$159,561.11	\$8,938.89
Hwy 72 Waterline Due Diligence	26	\$75,815.00	\$73,451.25	\$2,363.75
Candelas Consolidated Drainage Due Diligence	27	\$25,000.00	\$24,988.75	\$11.25
Candelas Parkway Sidewalk Design Plans	28	\$15,000.00	\$14,932.50	\$67.50
DU Coordination/Legal Description/Exhibits	29	\$30,000.00	\$23,270.00	\$6,730.00
Arvada Water & San Sewer Study Analysis	30	\$30,000.00	\$26,247.50	\$3,752.50
Candelas Parcel P1, P3, and P5	31	\$354,000.00	\$60,545.00	\$293,455.00
Welton Parcel Concept Grading	32	\$10,000.00	\$9,982.50	\$17.50
P6 Hwy 72 Widening	33	\$132,700.00	\$5,005.00	\$127,695.00
Parcels P2 & P4	34	\$176,500.00	\$40,427.02	\$136,072.98
(08) Martin/Martin	Total	\$3,255,870.21	\$2,575,913.06	\$679,957.15

Master Planning and Graphics		3	\$15,000.00	\$15,000.00	\$0.00
Candelas Streetscape		4	\$41,150.00	\$36,041.95	\$5,108.05
Master Planning and Graphics		5	\$1,910.31	\$1,910.31	\$0.00
(27) Norris Design		Total	\$58,060.31	\$52,952.26	\$5,108.05
Management		1-4	\$903,542.19	\$903,542.19	\$0.00
Management		5	\$377,000.00	\$377,000.00	\$0.00
Management		6	\$247,000.00	\$247,000.00	\$0.00
Management		7	\$413,000.00	\$113,807.83	\$299,192.17
(12) Papillon		Total	\$1,940,542.19	\$1,641,350.02	\$299,192.17
JCMD Sanitary Interceptor		1	\$14,450.00	\$14,450.00	\$0.00
Hwy 72 Percolation Testing		2	\$5,200.00	\$5,200.00	\$0.00
(64) Rocky Mountain Group		Total	\$19,650.00	\$19,650.00	\$0.00
On-Call Survey		1	\$5,000.00	\$380.00	\$4,620.00
(51) RM Meridian		Total	\$5,000.00	\$380.00	\$4,620.00
SH 72 - Candelas Sanitary Project		1	\$44,308.36	\$44,308.36	\$0.00
SH 72 - Candelas Roadway Project		2	\$37,861.50	\$37,861.50	\$0.00
SH 72 - Candelas Waterline, Parcel P3, Parcel P5		3	\$66,999.50	\$66,999.50	\$0.00
Highway 93 and Highway 72 Widening Project		4	\$36,569.50	\$36,569.50	\$0.00
(54) SurvWest		Total	\$185,738.86	\$185,738.86	\$0.00
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	\$12,000.00	\$0.00
Storm Water Management		5	\$12,000.00	\$12,000.00	\$0.00
Storm Water Management		6	\$18,000.00	\$18,000.00	\$0.00
Storm Water Management		7	\$35,000.00	\$35,000.00	\$0.00
Storm Water Management		8	\$35,000.00	\$8,680.34	\$26,319.66
(10) SWAP		Total	\$203,000.00	\$176,680.34	\$26,319.66
Candelas Environmental Permitting		2	\$3,000.00	\$3,000.00	\$0.00
CLOMR Joyce Street Culvert Crossing		3	\$8,310.00	\$8,310.00	\$0.00
Joyce Street Culvert Crossing		4	\$4,200.00	\$1,914.02	\$2,285.98
SH72/SH93 Crossing Intersection Compliance		5	\$8,000.00	\$8,000.00	\$0.00
Highway 93 and Highway 72 North Environmental Support		6	\$55,600.00	\$52,733.35	\$2,866.65
(33) SWCA		Total	\$79,110.00	\$73,957.37	\$5,152.63
Materials Testing Services, SH72 Water Main		1	\$7,894.00	\$5,622.15	\$2,271.85
Materials Testing Services, Sanitary Interceptor		2	\$33,620.00	\$8,267.50	\$25,352.50
(62) TRIAX		Total	\$41,514.00	\$13,889.65	\$27,624.35
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
City of Arvada - Alkire Lift Station			\$1,412,274.75	\$1,412,274.75	\$0.00
Total of All Agreements			\$9,017,677.29	\$7,699,947.25	\$1,317,730.04
Previous Month's Total			\$9,013,784.46		
Increase or Decrease			\$3,892.83		

Combined Totals

		Total Contract	Amount Paid	Total Remaining
Contractor Contracts and Change Orders		\$38,224,000.63	\$31,631,756.28	\$6,592,244.35
Consultant Agreements, Task/Work Orders		\$9,017,677.29	\$7,699,947.25	\$1,317,730.04
TOTAL		\$47,241,677.92	\$39,331,703.53	\$7,909,974.39

CONDENSED SOURCES & USES
As of 3/24/23

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

Ending Balance 12/2/19	182.18
Less Restricted Beginning Commercial	<u>(150.00)</u>
Unrestricted Available	<u>32.18</u>
Plus Options Exercised	85.05
Plus Options Exercised	<u>7.42</u>
Net Unrestricted Available	<u>124.65</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	SCL - Candelas Medical	Arvada Fire	Freedom Street Restaurant	Z&N Retail	Rangewater Clubhouse	Rangewater Rec Center	Brakes Plus	Murphy Oil	O'Reilly's	Autowash	Taco Bell	TM Rec Center	Kum and Go	Kidzplay	Total Commercial	Not Allocated	Combined Allocations	CCLLC Available	Restricted Commercial Available	CCLLC Unrestricted Available
Allocations JCMD2	124.65	33.00	86.15	-	119.15	5.50	150.00	2.50	2.50	2.50	2.50	2.50	2.50	2.50	0.75	1.25	1.25	4.00	2.50	2.50	1.25	2.50	33.50	116.50	152.65	5.50	116.50	5.50
Allocations CCLLC	363.05	-	226.85	113.70	340.55	22.50	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	340.55	22.50	-	22.50

COMMERCIAL WATER ALLOCATION COMMITMENTS
As of 3/24/23

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)	1.00	1.25	3/24/2023				556.48
Wild Grass Lot 3 (Bldg. B)	1.00	1.25	3/24/2023				555.23
Wild Grass Lot 3 (Bldg. C)	1.50	2.50	3/24/2023				552.73
Wild Grass Lot 3 (Bldg. D)	1.00	1.25	3/24/2023				551.48
Indiana Plaza	1.50	2.50	3/24/2023				548.98
Primrose School	1.50	2.50	9/18/2019				546.48
Les Schwab	1.00	1.25	8/16/2019				545.23
Total		<u>49.00</u>			<u>0.00</u>		
Initial Allocation Not Included							
Cimarron Commercial LLC					363.05		182.18
Post-12/2/19 Allocations							
Beginning Balance							150.00
Kentro Retail 1 (Need L6b)				1.50	2.50	10/7/2019	147.50
Candelas Medical - SCL	1.50	2.50	1/13/2021				145.00
Arvada Fire	1.50	2.50	3/19/2021				142.50
Freedom Street Restaurant	1.50	2.50	7/1/2021				140.00
Z&N Retail	1.50	2.50	2/12/2022				137.50
Rangewater Club House				1.50	2.50	6/22/2022	135.00
Rangewater Rec Center				1.50	2.50	6/22/2022	132.50
Brakes Plus	0.75	0.75	3/23/2023				131.75
Murphy Oil	1.00	1.25	3/23/2023				130.50
O'Reilly's	1.00	1.25	3/23/2023				129.25
Autowash	2.00	4.00	3/23/2023				125.25
Taco Bell	1.50	2.50	3/23/2023				122.75
TM Rec Center				1.50	2.50	No Plan Yet	120.25
Kum-N-Go				1.00	1.25	No Plan Yet	119.00
Kidzplay				1.50	2.50	No Plan Yet	116.50
Total		<u>19.75</u>			<u>13.75</u>		
Total Acre Feet Remaining Unallocated							116.50

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 3/24/23

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	113.70	24.50
Taylor Morrison	<u>2.00</u>	22.50
Total	<u><u>459.70</u></u>	

**PRIOR AGREEMENT
CONDENSED SOURCES & USES
As of 12/2/19 (Updated 3/24/23)**

WATER SOURCES		ALLOCATED RESIDENTIAL						ALLOCATED COMMERCIAL																				TOTAL						
Project Water	Acre Feet	CPMD	MSMD	ARP	Not Allocated	Total Residential	CCLLC	Yenter	Plains End	Candelas Irrigation	King Soopers	King Soopers Gas	King Soopers Retail	Sautter	7-11	Starbucks	Three Creeks	Arvada Police	Candelas Point Retail I (Block 1, Lot 3)	Candelas Point Retail II (Block 1, Lot 4)	Chase Bank	Wild Grass Lot 3 Bldg A (Retail E. of Starbucks)	Wild Grass Lot 3 Bldg B (Retail E. of Starbucks)	Wild Grass Lot 3 Bldg C (Retail E. of Starbucks)	Wild Grass Lot 3 Bldg D (Retail E. of Starbucks)	Indiana Plaza at Candelas	Primrose School	First Bank	Wendy's	Les Schwab	Not Allocated	Total Commercial	Acre Feet	
12/6/89 Annex Agmt w/ Arvada	460.00	36.00	-	74.00	-	110.00	343.82	1.25	4.00	0.93	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	350.00	460.00
RVWSD	230.00	-	-	230.00	-	230.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	230.00
Wheatridge Salvage (Vauxmont Agmt.)	200.00	-	-	200.00	-	200.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	200.00
1991 IGA W/ Arvada (20% Water)	4.60	-	-	4.60	-	4.60	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4.60
1991 IGA W/ Arvada (20% Water)	3.91	-	-	0.98	-	0.98	2.93	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2.93	3.91	
Con Mutual (Whisper Creek Water)	200.00	-	200.00	-	-	200.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	200.00
2005 IGA W/ Arvada (20% Water)	0.38	-	-	0.09	-	0.09	0.29	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.29	0.38	
2005 IGA W/ Arvada, Section 3.2b	50.60	-	-	50.60	-	50.60	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	50.60
2005 IGA W/ Arvada (20% Water)	19.73	-	-	4.93	-	4.93	14.80	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	14.80	19.73	
Smith Water	272.40	-	-	272.40	-	272.40	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	272.40
2005 IGA W/ Arvada (20% Water)	1.62	-	-	0.41	-	0.41	1.21	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1.21	1.62	
Consolidated Mutual	126.00	-	-	126.00	-	126.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	126.00
2017 IGA, Water allocated to JCMD by the City of Arvada	300.00	-	-	75.00	-	75.00	-	-	-	0.32	4.00	0.75	4.00	1.25	1.25	1.25	7.50	1.25	2.50	2.50	1.25	1.25	1.25	2.50	1.25	2.50	2.50	1.25	1.25	1.25	182.18	42.82	300.00	
Totals	1,869.24	36.00	200.00	1,039.01	-	1,275.01	363.05	1.25	4.00	1.25	4.00	0.75	4.00	1.25	1.25	1.25	7.50	1.25	2.50	2.50	1.25	1.25	1.25	2.50	1.25	2.50	2.50	1.25	1.25	1.25	182.18	412.05	1,869.24	

NOTICE OF CANCELLATION
and
CERTIFIED STATEMENT OF RESULTS
§1-13.5-513(6), 32-1-104, 1-11-103(3) C.R.S.

NOTICE IS HEREBY GIVEN by the Jefferson Center Metropolitan District No. 1, Jefferson County, Colorado, that at the close of business on the sixty-third day before the election, there were not more candidates for director than offices to be filled, including candidates filing affidavits of intent to be write-in candidates; therefore, the election to be held on May 2, 2023 is hereby canceled pursuant to section 1-13.5-513(6) C.R.S.

The following candidates are declared elected for the following terms of office:

<u>Name</u>	<u>Term</u>
Gregg A. Bradbury	Second Regular Election, May 2027
Brandon Dooling	Second Regular Election, May 2027
Charles McKay	Second Regular Election, May 2027

/s/ James Ruthven
(Designated Election Official)

Contact Person for the District:	James Ruthven
Telephone Number of the District:	303-987-0835
Address of the District:	141 Union Boulevard, Suite 150, Lakewood, CO 80228
District Facsimile Number:	303-987-2032
District Email:	jruthven@sdmsi.com

S-T-R: NW4 Section 25-T2S-R70W	Licensor: PSCo – Licensee: Jefferson Center Metro Dist. No. 1	Doc No:
County: Jefferson	Address/Intersection: Hwy 72 and Indian, Golden	ROW Agent: Kalan Falbo
Division-City/Town: Golden	DIST/TRANS: Gas	Filed with Doc# 160892
LAT & LONG GPS: 39°51'15.56"N; 105°11'2.08"W		Encroachment No.: 2023.630

LICENSE AGREEMENT

This LICENSE AGREEMENT is made this _____ day of _____, 2023 by and between PUBLIC SERVICE COMPANY OF COLORADO, a Colorado corporation hereinafter called "PSCo" and JEFFERSON CENTER METROPOLITAN DISTRICT NO. 1, hereinafter called the "Licensee."

RECITALS

- A. The Licensor is the easement holder of certain real property (“the Property”), and desires to protect and preserve the utility facilities located thereon and the future use of said real property which is more particularly described as follows: 830310 – 20” West Town – Leyden & 830640 – 12” Golden – Leyden.
- B. Licensee desires to construct a facility/utility (“Licensed Facility”) in, under, or along portions of the Property as more particularly shown on Exhibit A, attached hereto and made a part hereof, and desires to obtain Licensor’s permission therefore.
- C. Licensee agrees to abide by the construction standards set for in the attached Exhibit B, attached hereto and made a part hereof.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. PSCo hereby grants to Licensee, with respect to such title and interest as PSCo may have in the Property, and upon the terms and conditions hereinafter stated, the non-exclusive permission and right to construct, maintain, operate, repair, inspect, and remove the Licensed Facility in, on, under, or along the Property. The Licensed Facility shall be located and constructed as shown on Exhibit A and in accordance with the Plans and Specifications defined below. Licensee will not conduct or permit anyone to conduct any activities or install any improvements on the Property which deviate in any manner from Exhibit A without the prior

written consent of PSCo. Licensee shall prepare and submit to PSCo as-built exhibit(s) depicting the Licensed Facility, and calling out all deviations from Exhibit A no later than thirty (30) days after completion of construction. The rights granted by PSCo under this License Agreement are limited to the use by Licensee of the portion of the Property referenced on Exhibit A in connection with the Licensed Facility and for no other purpose

2. This License Agreement does not convey an interest in real property. The parties do not by this License Agreement intend to create a lease, easement or other real property interest. Nothing contained in this License Agreement shall be deemed or construed to create a partnership or joint venture of or between PSCo and Licensee, or to create any other relationship between the parties other than that of licensor and licensee.

3. PSCo intends to use the Property for all purposes in connection with electric power generation, transmission, or distribution and/or natural gas gathering, storage, transmission, or distribution, and the rights herein granted to Licensee are subject to the rights of PSCo to use the Property for such purposes, which rights PSCo hereby expressly reserves.

4. PSCo is the owner of a limited interest in the Property. Licensee shall bear the sole obligation of obtaining from the fee owner of the Property or others owning any interest in the Property, such authority or rights as Licensee may need in addition to this license for Licensee's use of the Property. Licensee agrees that any authorization granted herein is conditioned upon Licensee obtaining such additional authorization.

5. Licensee shall not interfere with PSCo's activities or facilities on the Property, and Licensee shall construct, maintain and operate the Licensed Facility and conduct its activities in a safe and prudent manner considering overhead transmission lines located above and any other PSCo facilities located on or below the surface of the Property

6. If PSCo determines, in its sole and absolute discretion, that the Licensed Facility may interfere with the operation and maintenance of PSCo's facilities, as now or hereafter constructed, PSCo may terminate this License, in whole or in part, by giving 90 days' notice to Licensee. Following such notice, at its sole expense, Licensee will remove the Licensed Facility from the Property or any part thereof identified by PSCo within such 90 day period. In the event that Licensee's use of the Property should, in the reasonable judgment of PSCo, constitute a hazard to PSCo's facilities or the general public, PSCo may require immediate removal, relocation, or modification of Licensee's facilities to eliminate such interference or hazard, and may suspend Licensee's right to use the Property under this License Agreement until such removal, relocation, or modification is completed. PSCo may, but is not obligated to, permit the relocation of the Licensed Facility to a different location on the Property in its sole and absolute discretion.

7. The license granted by this License Agreement is issued subject to any prior licenses, easements, leases or other rights affecting the Property. PSCo reserves the right to grant leases or easements and to license others to install improvements in, on, under, or along the

Property provided that same shall not interfere unreasonably with the Licensed Facility. The license herein granted may also be subject and subordinate to the lien of PSCo's Indenture.

8. Licensee shall not do or permit to be done any blasting above, under, or on the Property without first having received prior written permission from PSCo, which may be withheld in PSCo's sole and absolute discretion. Any blasting shall be done in the presence of a representative of PSCo and in accordance with directions such representative may give for the protection or safety of persons and facilities located on the Property. Notwithstanding the foregoing, PSCo will have no duty to monitor any blasting activities conducted by Licensee. Any monitoring by PSCo of blasting conducted by Licensee is for the sole benefit of PSCo and shall not create any duty, obligation or liability to Licensee or any other person.

9. Licensee agrees that it shall not begin construction on the Property until Licensee first provides PSCo with detailed plans and specifications for the Licensed Facility ("Plans and Specifications"), and until such Plans and Specifications have been approved by PSCo. After PSCo's approval, no material changes, modifications or alterations may be made to the Plans and Specifications without PSCo's prior written consent. In addition, Licensee shall contact the Utility Notification Center of Colorado (1-800-922-1987) at least two working days prior to the commencement of construction on the Property to arrange for field locating of utility facilities. Further, if PSCo has constructed electric transmission facilities on the Property, Licensee shall contact PSCo's Electric Transmission Lines department at (303) 273-4669 at least four working days prior to the commencement of construction on the Property, and unless waived by said department, no construction shall be performed unless a representative of PSCo is present at the time and place of construction.

10. Licensee shall obey all PSCo written rules and regulations made known to it prior to its entry as well as reasonable oral instructions related to safety as such are made known to Licensee during its presence on the Property. Any damage to facilities on the Property as a result of the above construction shall, at PSCo's option, be paid for or repaired at the expense of Licensee. These provisions shall also apply to any other work involving construction, maintenance, operation, repair, inspection, removal, replacement, or relocation of the Licensed Facility on the Property. Notwithstanding the foregoing, PSCo will have no duty to monitor any activities conducted by Licensee. Any monitoring by PSCo of construction or other activities conducted by Licensee on or near the Property is for the sole benefit of PSCo and shall not create any duty, obligation or liability to Licensee or any other person.

11. Licensee agrees and understands that if PSCo has constructed natural gas gathering, storage, transmission, distribution, or related facilities on the Property, Licensee has been fully advised by PSCo that such natural gas facilities may now transport and may continue to transport natural gas at significant pressures. Licensee shall advise all of its employees, agents, contractors, and other persons who enter upon the Property, pursuant to the provisions of this License Agreement, of the existence and nature of such natural gas facilities and the danger and risk involved.

12. Licensee has been fully advised by PSCo that the natural gas facilities of PSCo, if located on the Property, may be subject to cathodic protection by rectifier and related anode beds. PSCo shall not be liable for stray current or interfering signals induced in the Licensed Facility as a result of the operating of PSCo's cathodic protection system.

13. Licensee agrees and understands that if PSCo has constructed electric power generation, transmission, distribution, or related facilities on the Property, Licensee has been fully advised by PSCo that such electric facilities may now transmit and may continue to transmit electric current at significant voltages, and that the conductors on electric lines may not be insulated. Licensee shall advise all of its employees, agents, contractors, and other persons who enter upon the Property pursuant to the provisions of this License Agreement, of the existence and nature of such electric facilities and the potential danger and risk involved.

14. **Release and Indemnification.**

(a) As used in this License Agreement, the term "Claims" means (1) claims, demands, liens, suits, actions, causes of action, proceedings, orders, decrees and judgments of any kind or nature whatsoever by or in favor of anyone whomsoever including claims asserted against PSCo by a federal, state or local government entity; (2) losses, liabilities, costs, damages and expenses, including attorneys' fees, expert witness fees, consultant fees, and court and arbitration costs, at all levels, whether or not litigation or arbitration is commenced; (3) fines and penalties; (4) environmental costs, including, but not limited to, investigation, removal, remediation, and restoration costs, natural resource damages, and consultant and other fees and expenses; (5) damages of any kind, including lost profits and consequential damages; and (6) any and all other costs or expenses.

(b) As used in this License Agreement, the term "Injury" means (1) death, personal injury, or property, environmental, or natural resources damages, and any other losses, obligations or damages incurred by PSCo for which PSCo would reasonably expect to have obligations under environmental laws; (2) loss of profits or other economic injury; and (3) disease or actual or threatened health effect.

(c) Licensee shall protect, defend, indemnify, release, save and hold harmless PSCo, its partners, directors, officers, agents, employees, successors, assigns, parents, subsidiaries, and affiliates from and against any and all Claims and threatened Claims arising from, alleged to arise from, resulting from or alleged to result from, in whole or in part, (1) this License Agreement; (2) any act or omission of Licensee, or any of Licensee's employees, agents, contractors, consultants or any of their invitees; or (3) the presence of Licensee, or any of Licensee's employees, agents, contractors or consultants, or any of their invitees, in upon, at or about the Property.

(d) Licensee's duty to protect, indemnify, hold harmless, release, and defend hereunder shall apply to any and all Claims and threatened Claims, and Injury, including, but not limited to:

(i) Claims asserted by any person or entity, including, but not limited to, employees of Licensee or its contractors, subcontractors, or their employees, and federal, state, or local government;

(ii) Claims arising from, or alleged to be arising in any way from, the existence at or near the Property of (1) electric power generation, transmission, distribution, or related facilities; (2) electricity or electromagnetic fields; (3) natural gas gathering, storage, transmission, distribution, or related facilities; (4) asbestos or asbestos containing materials.

(iii) Claims arising from the presence, release, disturbance, and/or exacerbation of any Hazardous Materials as defined below, regardless of origin, in, on, over, or around the Licensed Facility, or the off-site transportation and/or disposal of any Hazardous Materials. This indemnification and release does not apply, however, to any Claims arising out of or related to Hazardous Materials first generated, and brought onto and introduced to the Property by PSCo;

(iv) Claims arising from, or alleged to be arising in any way from, the acts or omissions of Licensee, its sublicensees, invitees, agents, or employees; and

(v) Claims occasioned by or related to an actual or alleged Injury.

(e) The term "Hazardous Materials" includes any substance, pollutant, contaminant, chemical, material or waste that is regulated, listed, or identified under any federal, state or local laws or regulations (including common law) concerning protection or preservation of human health, the environment, or natural resources, and regardless of form or concentration or origin.

(f) Notwithstanding any provision of the foregoing that may be interpreted to the contrary, this indemnity will not apply to any Claims if and to the extent directly caused by the gross negligence or willful misconduct of PSCo. Licensee's obligations under this Section shall survive the expiration or termination of the license and this License Agreement until satisfied.

15. Licensee shall purchase, maintain and require such insurance as shall protect Licensee and PSCo from claims, damage or liability which may in any way arise out of or be in any manner connected with the performance of this License Agreement, whether arising out of the act or failure to act of Licensee, PSCo, the direct or indirect delegee, appointee, or employee of either.

(a) This insurance shall be as specified below, and, except for worker's compensation, automobile, and professional liability insurance policies, all insurance policies shall name PSCo as an additional insured:

(i) Worker's Compensation as required by statute, and Employer's Liability Limit, in the amount of one million dollars (\$1,000,000);

(ii) Commercial General Liability Insurance, occurrence form, providing bodily injury, personal injury, and property damage liability coverage with combined single limits of not less than five million dollars (\$5,000,000);

(iii) Comprehensive Automobile Liability with combined single limits of not less than one million dollars (\$1,000,000);

(iv) Licensee shall require its contractors to carry builder's risk insurance in an amount customarily carried by prudent contractors, and workers' compensation insurance for its employees in statutory limits;

(v) The policies described herein shall be endorsed to show that the insurers waive subrogation against PSCo, its directors, officers, employees, and agents.

(b) Certificates of Insurance acceptable to PSCo shall be submitted to PSCo prior to commencement of the construction of the Licensed Facility or any sooner entry on the Property by Licensee, its agents or contractors and use of the Property by Licensee. These certificates shall contain a provision that coverage afforded under the policies shall not be canceled or modified unless and until thirty (30) days prior written notice has been given PSCo. Notwithstanding the foregoing, Licensee has a continuing obligation to provide the insurance coverage described herein and none of the insurance required herein shall be canceled, changed, or allowed to lapse.

(c) Insurance specified herein shall be minimum requirements and Licensee is responsible for providing any additional insurance deemed necessary to protect Licensee's interests from other hazards or claims in excess of the minimum coverage. The liability of Licensee is not limited to available insurance coverage.

16. Licensee shall at PSCo's option, pay for or repair any damage done to the Property as a result of the construction or operation of the Licensed Facility. In addition, after any activity by Licensee on the Property, Licensee shall restore the surface of the Property by grading and compacting any irregularities, reseeding, and/or revegetation as required to restore the Property to its condition as existed immediately prior to the entry by Licensee, including settling. Licensee shall be responsible for properly closing or abandoning any wells installed by Licensee. Performance of restoration obligations shall be subject to the terms and conditions of Section 9 regarding Plans and Specifications.

17. Upon demand from PSCo, Licensee shall reimburse PSCo for all costs incurred for replacing and resetting any section corners, quarter corners, ownership monuments, right-of-way markers, and reference points disturbed or destroyed during the construction, maintenance, operation, repair, inspection, removal, replacement, or relocation of said facilities.

18. A copy of this License Agreement shall be on the Property at all times during construction of the Licensed Facility.

19. Upon the abandonment of the use of the Property by Licensee, the License herein granted shall terminate. Upon expiration or termination of this License Agreement for any reason, Licensee shall remove the Licensed Facility from the Property, and shall restore the Property to the Property's condition prior to this License Agreement taking effect. Removal of the Licensed Facility and restoration shall occur prior to the expiration of this License Agreement and no later than thirty (30) days following termination of this License Agreement other than by expiration. Removal of the Licensed Facility and restoration of the Property shall be performed under the same terms and conditions as the construction of the Licensed Facility. If Licensee should fail to remove the Licensed Facility and restore the Property, PSCo may remove the same and restore the Property at the expense of Licensee. The provisions of this Section shall survive expiration or termination of this License.

20. Licensee shall pay any and all sales, use, personal property and other taxes, fees and charges imposed by any governmental authority and attributable to this License Agreement, the Licensed Facility, or the license granted hereby (collectively "Taxes"). Licensee shall pay all such Taxes directly to the taxing authority when due or, if required by PSCo, to PSCo upon demand, and shall indemnify and hold PSCo and its interest in the Property harmless from any liability or lien for any Taxes.

21. Licensee will complete installation of the Licensed Facility and shall conduct its activities on the Property in a good and workmanlike manner and in compliance with all applicable federal, state, and local laws, regulations, rules, ordinances, and other requirements of governmental authorities ("Laws") and in compliance with all of PSCo's policies and procedures that are provided to Licensee. Licensee shall maintain and operate the Licensed Facility at its sole cost and expense and in compliance with all Laws.

22. Licensee may not assign, transfer, mortgage or encumber this License Agreement or sublicense or permit occupancy or use of the Property, or any part thereof by any third party; nor shall any assignment or transfer of this License Agreement be effectuated by operation of law or otherwise (any of the foregoing being hereinafter referred to as an "Assignment"), without in each such case obtaining the prior written consent of PSCo, which consent may be withheld in PSCo's sole and absolute discretion. The consent by PSCo to any Assignment shall not be construed as a waiver or release of Licensee from the terms of any covenant or obligation under this License Agreement. Any Assignment or attempted Assignment by Licensee without PSCo's consent will terminate the license and this License Agreement. This License Agreement shall be binding upon and inure to the benefit of the parties hereto and, subject to the restrictions and limitations herein contained, their respective heirs, successors and assigns.

23. Licensee is solely responsible for determining whether the Property is suitable for the Licensed Facility and accepts the Property "AS IS" without any express or implied warranties of any kind, including any warranty or representation of fitness for a particular purpose or any use.

24. **No Environmental Warranties.** PSCo makes no specific or implied disclosure or warranty as to the presence or location of Hazardous Materials on the Property. Licensee is aware that it is possible that Hazardous Materials could exist anywhere on or near the Property, accepts the Property “AS IS”, and enters the Property at its own risk.

25. All materials, equipment, work, and installations of any nature brought upon or installed in the Property by or on behalf of Licensee shall be at the risk of Licensee. Neither PSCo nor any party acting on PSCo’s behalf shall be responsible for any damage or loss or destruction of such items brought to or installed on the Property and Licensee hereby releases PSCo from all Claims arising out of loss, damage or destruction of such items.

26. Licensee shall bear the sole obligation of obtaining such other authority or rights as Licensee may need in addition to the rights provided in this License Agreement for the construction of the Licensed Facility and use of the Property.

27. **No Introduction of Hazardous Materials.** Except with the express written permission of PSCo, Licensee shall not bring onto the Property, or permit to be brought onto the Property, any Hazardous Materials, or other regulated waste or material (including but not limited to petroleum, asbestos, PCBs, coal, coal ash or coal combustion residuals) regulated by the State of Colorado, the United States government, or any other government authority with applicable jurisdiction, which has the potential to spill or be released onto the Property or adjacent areas. In the event Licensee brings Hazardous Materials onto the Property (with or without permission of PSCo), Licensee shall comply with all applicable laws, ordinances, and regulations of federal, state, and local governmental agencies related to such Hazardous Materials. Licensee shall remove such Hazardous Materials from the Property immediately upon request of PSCo. Licensee shall bear all costs related to environmental investigation, cleanup, removal, or restoration (including but not limited to any cleanup or restoration of any impacted wildlife, water, air, groundwater, natural resources, soil, or land, including, but not limited to, the Property,) incurred as a result of the presence of such Hazardous Materials on the Property, or arising out of the acts or omissions of Licensee, its agents, sublessees, invitees, or employees.

28. **Managing Hazardous Materials.** Licensee shall be responsible for properly managing, transporting, treating, storing and/or disposing of any Hazardous Materials Licensee generates at the Property in connection with the Licensed Facility and/or its activities, including the disturbance or exacerbation of any pre-existing Hazardous Materials encountered by Licensee on the Property.

29. **Notification of Hazardous Materials.** Licensee shall notify PSCo of any Hazardous Materials that Licensee encounters on the Property immediately upon encountering the Hazardous Materials.

30. **Licensee to Operate in Accordance with Environmental Laws.** Licensee shall construct and operate the Licensed Facility and conduct all activities in accordance with applicable environmental laws, including obtaining all required permits for its activities at the Property and

signing all waste manifests. PSCo shall not be listed as a generator for any wastes generated in connection with the Licensed Facility and/or Licensee's activities.

31. The failure of PSCo at any time or times to require performance of any provision hereof, shall in no manner affect its right at a later time to enforce the same. No waiver by PSCo of the breach of any terms or covenant contained in this License, whether by conduct or otherwise, in any one or more instances shall be deemed to be construed as further or continuing waiver of any such breach or a breach of any other term or covenant of this License.

32. Nothing contained herein shall authorize a party or person or entity acting through, with or on behalf of Grantee to subject the license, the Property, or any portion thereof to mechanic's liens. If any liens are filed against the Property resulting or arising in connection with actions or agreements of Licensee, within fifteen (15) days after such filing, Licensee will release the same of record, either by payment or by providing a bond or other security satisfactory to PSCo. If Licensee fails to timely remove such lien, PSCo may, without waiving its rights and remedies based upon such breach by Licensee and without releasing Licensee from any obligation under this License Agreement, cause such liens to be released by any means PSCo deems proper, including, but not limited to, paying the claim giving rise to the lien or posting security to cause the discharge of the lien. In such event, Licensee will reimburse PSCo, on demand, for all amounts PSCo incurs (including, without limitation, the cost of a bond and reasonable attorneys' fees and costs).

33. All notices, demands, requests and other communications required or permitted under this License Agreement must be in writing and will be deemed received: (a) when personally delivered; (b) three (3) business days after deposit in the United States mail, first class, postage prepaid, registered or certified; or (c) the first business day following deposit with a recognized overnight delivery service, such as United Parcel Service or Federal Express, in each case addressed as follows:

If to PSCo: Public Service Company of Colorado
1123 West Third Avenue
Denver, CO 80223
Attn: Kalan Falbo, Right of Way & Permits
PSCo Doc No.: please reference: 2023.630

With a required copy to the principal address of Public Service Company of Colorado as listed with the Colorado Secretary of State.

If to Licensee: Jeff Nading, Director

Mail Address: Jefferson Center Metropolitan District No. 1
c/o Jeff Nading
141 Union Blvd, Ste. 150
Lakewood, CO 80228

PSCo or Licensee may change its address by giving notice to the other as provided for above.

34. In addition to other rights granted to PSCo to terminate this License Agreement and/or to require the relocation or removal of the Licensed Facility, this license will automatically terminate, without compensation or liability due to Licensee, in the event of the expiration or termination of the easement or right of way held by PSCo with respect to the Property. In addition, PSCo may terminate this License Agreement and the license hereby granted, without compensation or liability to Licensee, by giving thirty (30) days prior notice of termination to Licensee upon or at any time after the occurrence of any of the following events:

(a) Any condemnation or taking, or any conveyance, transfer or other disposition in lieu or in anticipation thereof, of any part of the Property.

(b) Any other sale, dedication to any governmental authority, or any other transfer by PSCo of any part of the Property.

(c) The failure of Licensee to comply with any provision of this License Agreement which failure continues for ten (10) days after notice from PSCo. Termination under this subsection (c) will not release Licensee from any of its obligations or liability under this License Agreement. In addition to any other right or remedy, PSCo may have under this License Agreement or at law, without waiving any Claim against Licensee, PSCo may, but is not obligated to, pay or perform any obligation of Licensee not fully or timely paid or performed and all costs incurred by PSCo in connection therewith shall be paid by Licensee to PSCo upon demand.

35. (a) This License Agreement may be executed in two original counterparts, each of which shall be deemed an original of this instrument.

(b) This License Agreement incorporates all agreements and stipulations between PSCo and Licensee as to the Property and the Licensed Facility and no prior representations or statements, verbal or written, shall modify, supplement or change the terms of this License Agreement. The title of this document is inserted for convenience only and does not define or limit the rights granted pursuant to this License Agreement. This License Agreement consists of the document entitled "License Agreement" and Exhibits containing (i) the legal description of the Property; and (ii) a description of the Licensed Facility. No other exhibit, addendum, schedule or other attachment (collectively "**Addendum**") is authorized by PSCo, and no Addendum shall be effective and binding upon PSCo unless separately executed by an authorized representative of PSCo. This License Agreement may only be modified by a writing executed and delivered by Licensee and an authorized representative of PSCo.

(c) This License Agreement shall be governed by and construed in accordance with the laws of the state in which the Property is located, without giving effect to principles of conflict of laws.

(d) "Licensee" shall include the singular, plural, feminine, masculine and neuter. If more than one person or entity shall sign this License Agreement as Licensee, the obligations set forth herein shall be deemed joint and several obligations of each such party or entity.

(e) This License Agreement may not be recorded or filed for record in the real estate records of the County in which the Property is located, nor in any other public office or records. In the event Licensee records or files this License Agreement, this License Agreement shall automatically terminate.

36. Licensee shall reimburse PSCo for all reasonable costs incurred by PSCo in connection with this License Agreement and/or the Licensed Facility, including without limitation, (a) in-house or third party costs incurred in connection with the review of Exhibit A and the Plans and Specifications (including revisions or modifications thereof); and (b) attorney fees and costs incurred in the administration and enforcement of this License Agreement, irrespective of whether Licensee is in default.

37. Licensee's covenants, agreements, and indemnity obligations shall survive the expiration or termination of this License Agreement.

38. Additional Provisions: See Exhibit B attached hereto and made a part hereof.

IN WITNESS WHEREOF, this instrument has been executed the day and year first above written.

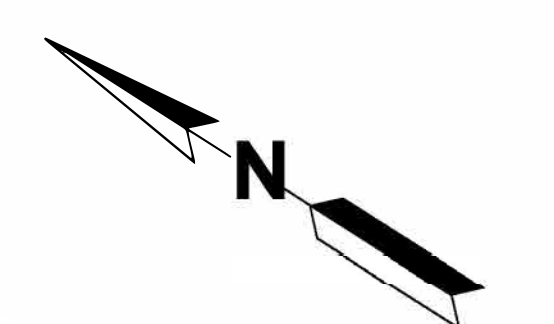
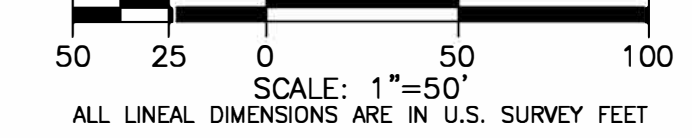
PUBLIC SERVICE COMPANY OF COLORADO,
a Colorado corporation

By: _____
Kalan Falbo,
Division Agent,
Right of Way and Permits Department

Agreed to and accepted by Licensee this ____ day of _____, 2023.

Licensee: **Jefferson Center Metropolitan District NO. 1**

Jeff Nading, Director

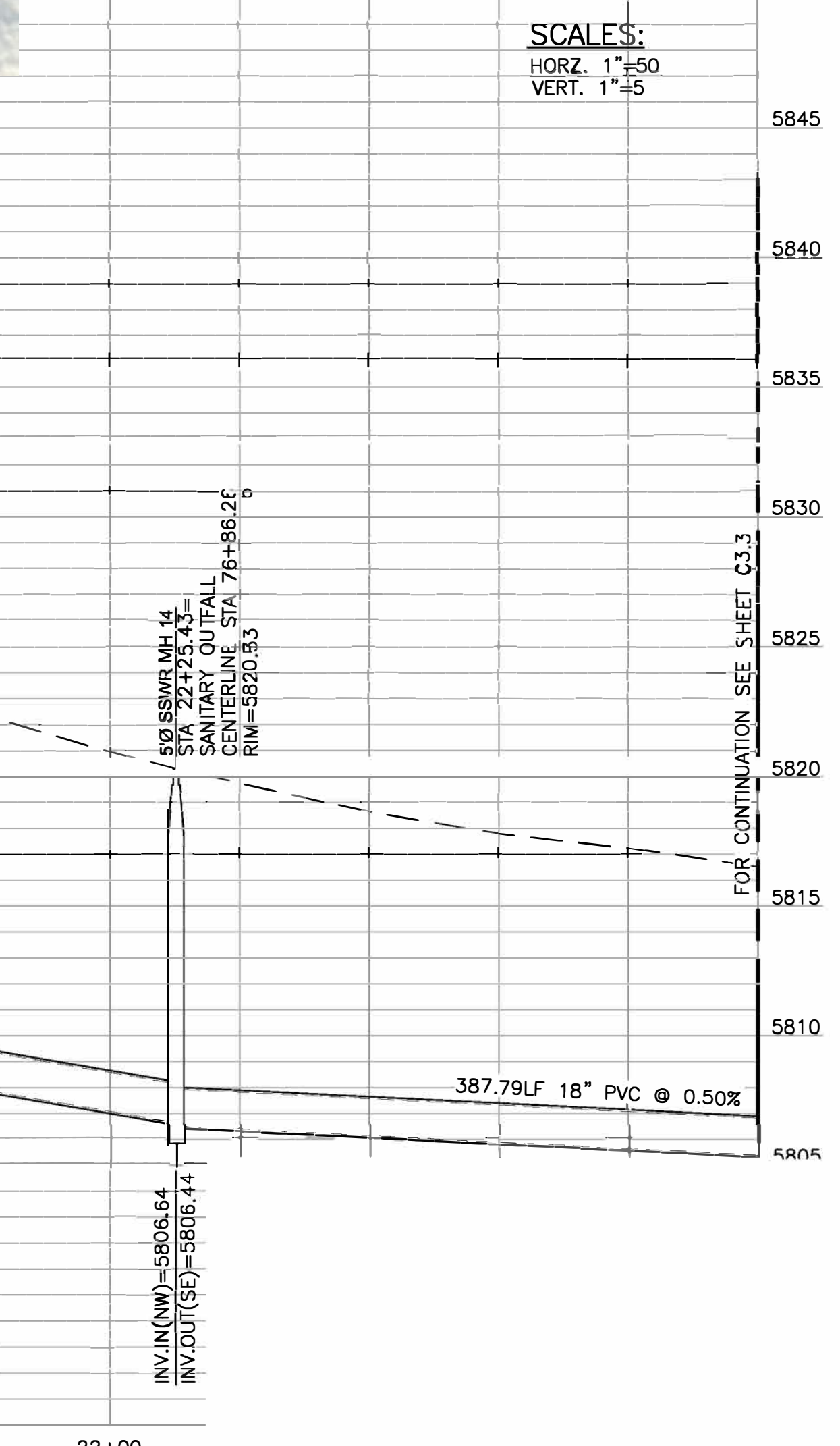
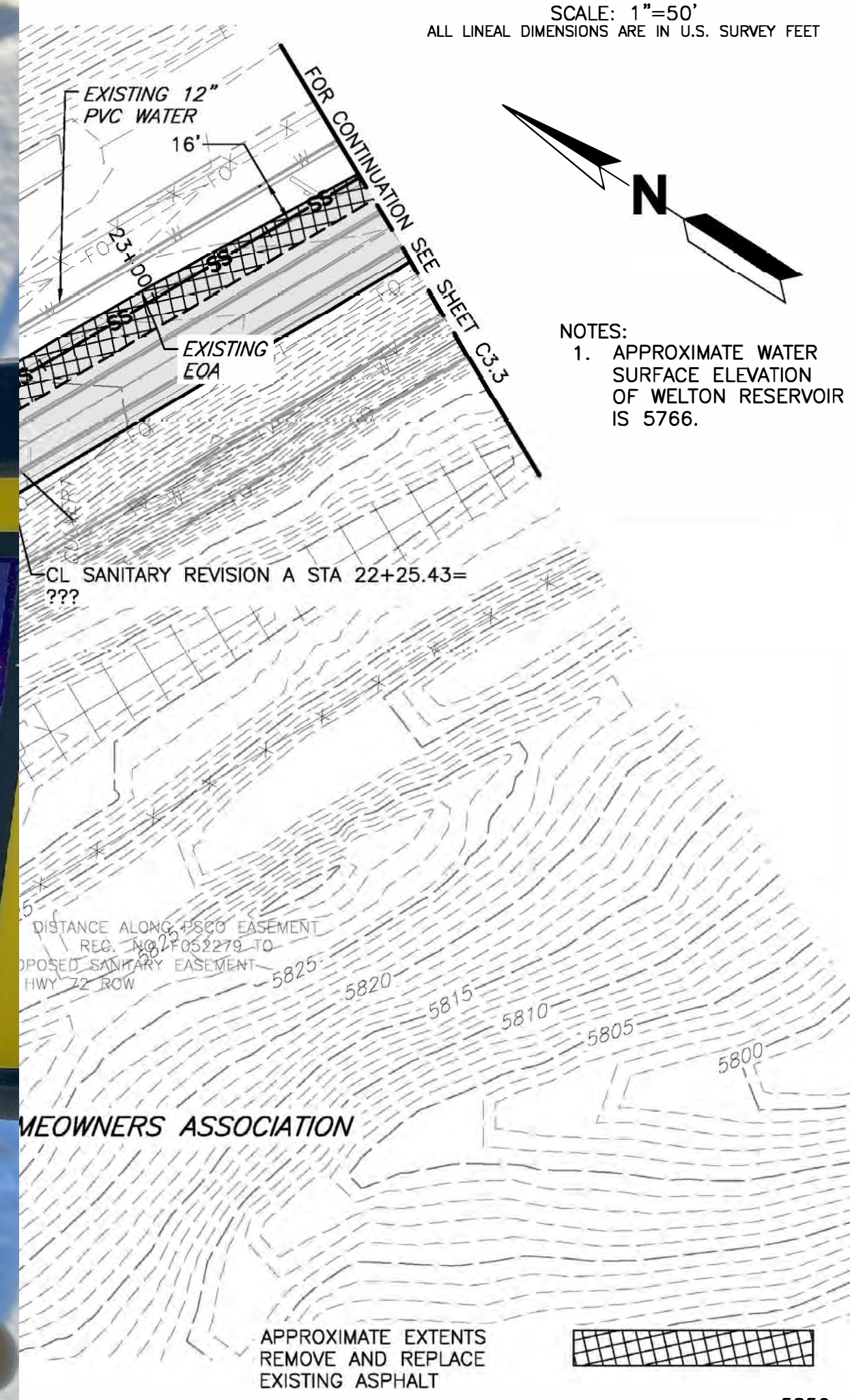
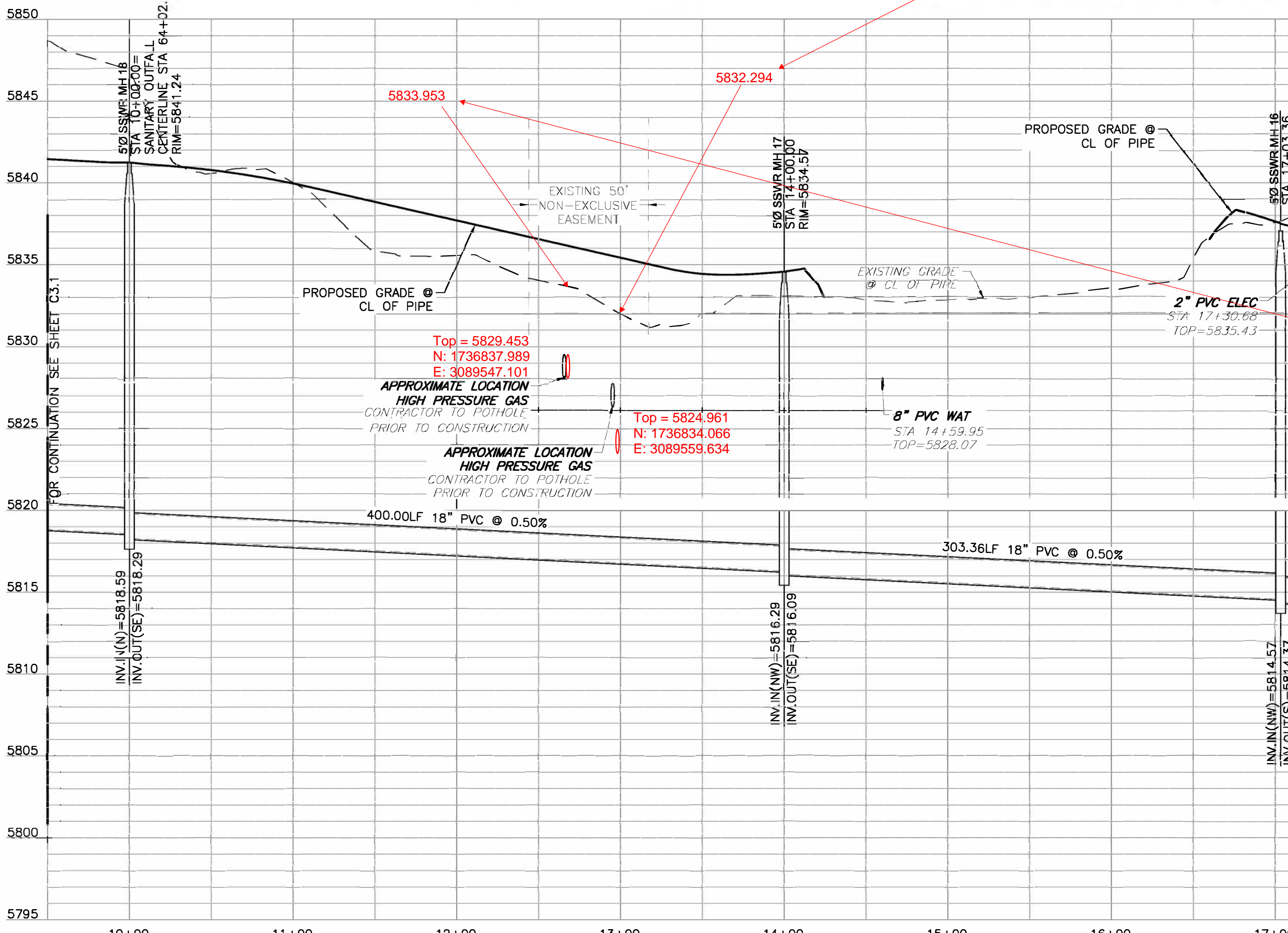
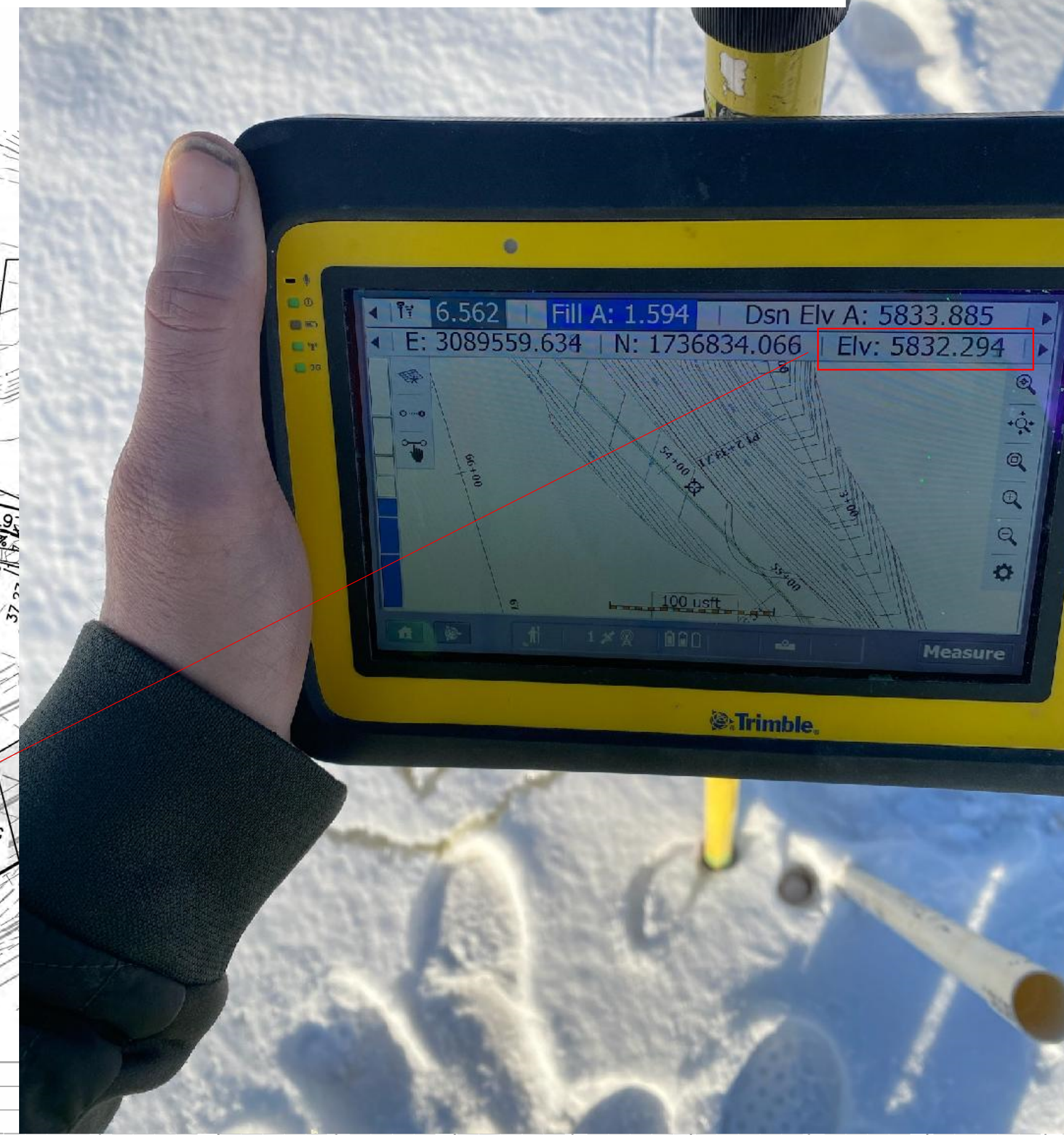
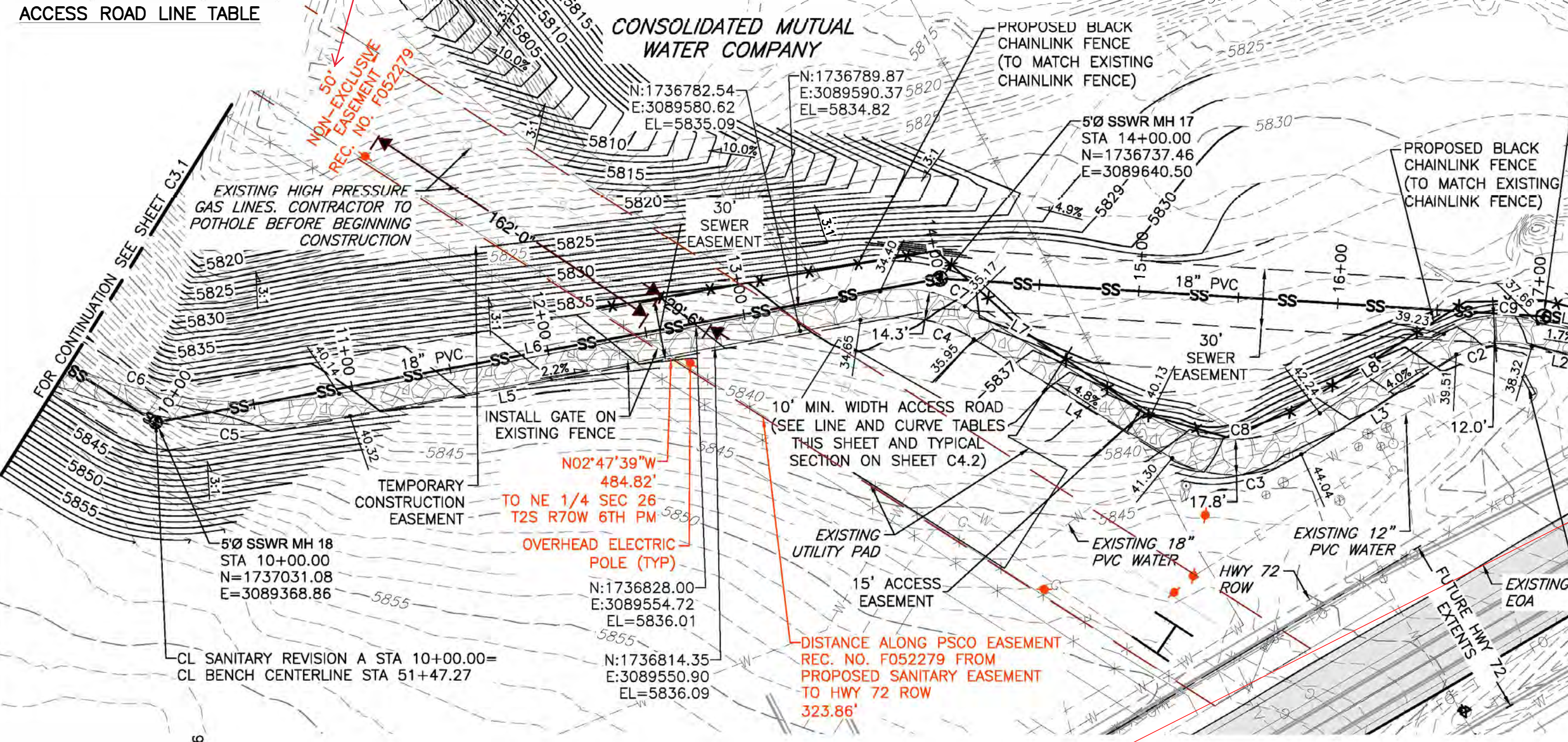


NOTES:
1. APPROXIMATE WATER SURFACE ELEVATION OF WELTON RESERVOIR IS 5766.

LINE TABLE		
NUMBER	DIRECTION	LENGTH
L1	N6°50'34"W	66.07'
L2	N21°59'44"W	34.36'
L3	N65°11'23"W	93.57'
L4	N01°29'23"W	115.97'
L6	S43°04'58"E	276.08'
L7	S01°29'23"E	108.19'
L8	S64°59'35"E	73.81'
L9	S21°59'44"E	33.44'
L10	S60°27'26"E	65.38'

CURVE TABLE					
NUMBER	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	38°27'42"	56.00'	37.59'	N41°13'35"W	36.89'
C2	51°21'20"	44.00'	39.44'	N38°20'08"W	38.13'
C3	64°24'52"	60.00'	67.45'	N33°41'50"W	63.96'
C4	42°17'19"	80.00'	59.05'	N22°38'03"W	57.71'
C6	42°30'40"	240.00'	178.07'	S21°49'38"E	174.01'
C7	42°17'19"	60.00'	44.28'	S22°38'03"E	43.29'
C8	64°24'52"	80.00'	89.94'	S33°41'50"E	85.28'
C9	50°39'15"	55.63'	49.18'	S38°52'00"E	47.59'

ACCESS ROAD CURVE TABLE



JCMD SANITARY INTERCEPTOR

CONSTRUCTION PLANS
SANITARY PLAN AND PROFILE
STA 63+50 - 78+50

No.	Issue / Revision	Date	Name
1	CITY SUBMITTAL #1	03/07/21	KPM
2	CITY SUBMITTAL #2	06/10/21	KPM
3	CITY SUBMITTAL #3	10/11/21	KPM
4	CITY SUBMITTAL #4	07/26/22	KPM
5	SIGNATURE SET	04/25/22	KPM
6	SANITARY MAIN REALIGNMENT	11/11/22	KPM

Job Number 20.0668
Project Manager K. MESSMER
Design By K. MESSMER
Drawn By N. LUCKINBILL
Principal in Charge D. LOVATO

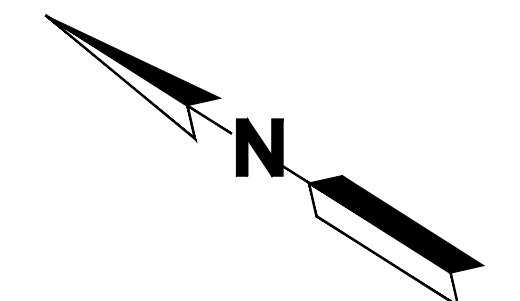
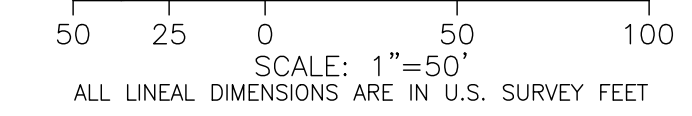
Sheet 16 of 16
C3.2

PLOT DATE: Thursday, January 26, 2023 4:55 PM LAST SAVED BY: NLUCKINBILL
DRAWING LOCATION: G:\LOVATO\20.0668-Candelas Sanitary Sewer Outfall\PLANS EXHIBIT\SANITARY REVISION PSCO REV.dwg

NOT FOR CONSTRUCTION

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

License Agreement
PSCO & Jefferson Center Metro District No. 1
Exhibit "A"
Page 2 of 2



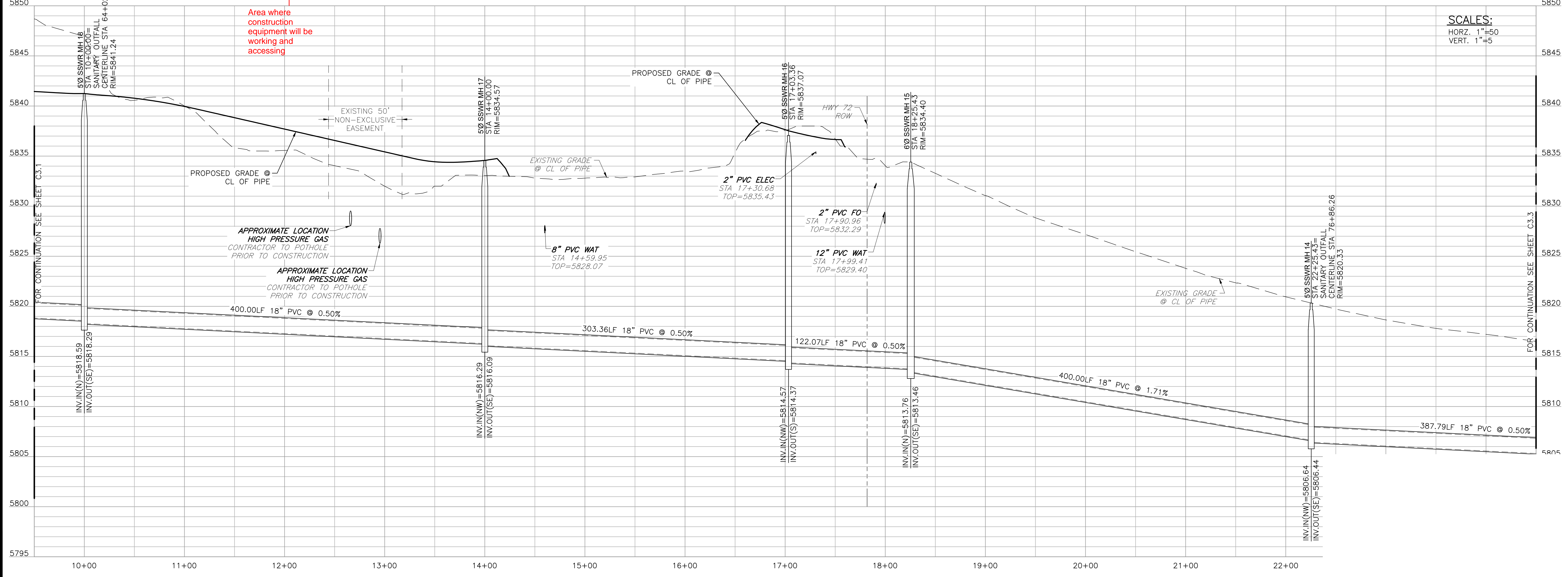
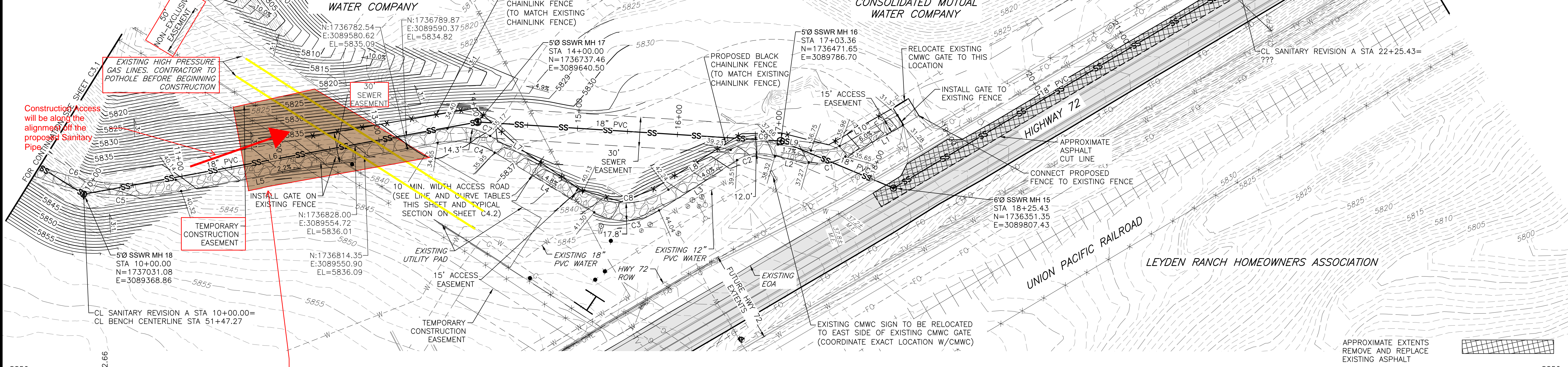
NOTES:
 1. APPROXIMATE WATER SURFACE ELEVATION OF WELTON RESERVOIR IS 5766.

LINE TABLE		
NUMBER	DIRECTION	LENGTH
L1	N60°50'34"W	66.07'
L2	N21°59'44"W	34.36'
L3	N65°11'23"W	93.57'
L4	N01°29'23"W	115.97'
L6	S43°04'58"E	276.08'
L7	S01°29'23"E	108.19'
L8	S64°59'35"E	73.81'
L9	S21°59'44"E	33.44'
L10	S60°27'26"E	65.38'

CURVE TABLE					
NUMBER	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD DIRECTION	CH
C1	38°27'42"	56.00'	37.59'	N41°13'35"W	
C2	51°21'20"	44.00'	39.44'	N38°20'08"W	
C3	64°24'52"	60.00'	67.45'	N33°41'50"W	
C4	42°17'19"	80.00'	59.05'	N22°38'03"W	
C6	42°30'40"	240.00'	178.07'	S21°49'38"E	
C7	42°17'19"	60.00'	44.28'	S22°38'03"E	
C8	64°24'52"	80.00'	89.94'	S33°41'50"E	
C9	50°39'15"	55.63'	49.18'	S38°52'00"E	

ACCESS ROAD CURVE TABLE

ACCESS ROAD LINE TABLE



SCALES:
 HORZ. 1"=50'
 VERT. 1"=5'

JCMD SANITARY INTERCEPTOR

CONSTRUCTION PLANS
 SANITARY PLAN AND PROFILE
 STA 63+50 - 78+50

No.	Issue / Revision	Date	Name
1	CITY SUBMITTAL #1	03/07/21	KPM
2	CITY SUBMITTAL #2	06/10/21	KPM
3	CITY SUBMITTAL #3	10/11/21	KPM
4	CITY SUBMITTAL #4	01/26/22	KPM
5	SIGNATURE SET	04/25/22	KPM
6	SANITARY MAIN REALIGNMENT	11/11/22	KPM

Job Number: 20.0668
 Project Manager: K. MESSMER
 Design By: K. MESSMER
 Drawn By: N. LUCKINBILL
 Principal in Charge: D. LOVATO

Sheet: **C3.2**

PLOT DATE: Friday, January 13, 2023 5:43 PM LAST SAVED BY: NLUCKINBILL
 DRAWING LOCATION: C:\LOVATO\20.0668--Candelas Sanitary Sewer Outfall\PLANS CDs\SANITARY REVISION.dwg

NOT FOR CONSTRUCTION

MARTIN/MARTIN
 CONSULTING ENGINEERS
 32499 WEST COLFAX AVENUE, LAKEWOOD, COLORADO 80235
 303.431.6100 MARTINMARTIN.COM

THE DESIGNS SHOWN HEREIN INCLUDING ALL TECHNICAL DRAWINGS AND SPECIFICATIONS ARE THE PROPERTY OF MARTIN/MARTIN, INC. AND CAN NOT BE COPIED, REPRODUCED, OR COMMERCIALLY EXPLOITED IN WHOLE OR IN PART WITHOUT THE SOLE AND EXPRESS WRITTEN PERMISSION FROM MARTIN/MARTIN, INC.

Exhibit B

Minimum Requirements for Grading and Excavation near Public Service Company of Colorado (PSCo) Transmission Pipeline(s)

I. General

A. Colorado State Law Requires notification before excavation around utilities occurs. Requestor or Requestor's Contractor must call the Utility Notification Center of Colorado (UNCC) 1-800-922-1987 (811 when calling within Colorado) 48 hours prior to excavation, including the grading of the right of way, begins. Public Service Company of Colorado (PSCo) representatives will provide the construction locates at its' cost as a participant in the one call system.

An Encroachment Application shall be submitted for all excavation activities as soon as feasible through the following website:

https://www.xcelenergy.com/working_with_us/builders/encroachment_requests

1. Excavation activities include, but are not limited to, the following:

- Digging
- Trenching
- Boring/Drilling/Augering/Tunneling
- Clearing and Stump Removal
- Grinding/Milling of Asphalt or Concrete
- Crossing of buried pipelines
- Excavation
- Ditching
- Land Grading or Topsoil Stripping
- Blasting/Explosive Use
- Installation of Fence Posts or other pilings

B. All costs for labor, equipment and materials required to repair any damage to the pipeline(s) caused by Requestor or its' Contractors will be the responsibility of the Requestor and/or its Contractors for reimbursement to PSCo.

C. Requestor's Contractor shall provide access to PSCo facilities on the project site for inspection by PSCo Personnel. Open excavations that need to be entered by PSCo Personnel shall conform to all federal, state and local jurisdictional codes and regulations governing safe entry and exit from open excavations.

D. A fully executed agreement, applicable to the type of right being requested, between the Requestor and PSCo must be completed prior to construction activity within the PSCo ROW.

E. Requests for installation of improvements by Requestor within the PSCo ROW must be reviewed and approved by PSCo High Pressure (HP) Gas Engineering and Operations. Installation of, and all costs associated with any improvements, are the responsibility of the Requestor. All costs associated with repairs or relocation of these improvements to accommodate PSCo Operations and Maintenance work on the existing pipeline(s) or installation of a new pipeline will be the responsibility of the Owner of record of the property at the time the work is performed.

F. In the mutual interest of project coordination and scheduling of PSCo resources for your project, PSCo requests invitation to the Pre-Construction Meeting to obtain actual schedules and construction plans, make introductions and address any site specific conditions or project changes that have occurred between Final Design Review and Construction.

- G.** Any exceptions to the Minimum Requirements stated in this document must be requested in writing and reviewed by PSCo HP Gas Engineering and Operations before approval for construction activity on the PSCo pipeline(s) permitted ROW is given.
- H.** Any change in Requestor's construction plan and or scope of work that was agreed to between the Requestor and PSCo prior to, or during, construction must be presented to PSCo HP Gas Engineering and Operations for additional review and modification of requirements.
- I.** Additional requirements may apply to address issues not foreseen during review of Requestor's proposal.
- J.** **Any excavator acting in a reckless manner while working in the area of Xcel Energy pipelines shall be asked to stop their work in that area. Work will not be allowed to continue until Xcel Energy personnel deem the situation has returned to a safe situation.**

II. Engineering

- A.** Specifications of weight and type of any heavy equipment or trucks planned to be run over or along the pipeline(s) are required to be submitted to PSCo HP Gas Engineering for analysis of excessive live load stresses induced on the pipeline(s) prior to approval for crossing is given.
1. Heavy equipment specifications shall be provided on the forms provided in Appendix A
 2. Should calculated allowable stresses induced by Requestor equipment traveling over the PSCo pipeline(s) be exceeded, Requestor will be required to install additional temporary fill over the pipeline(s).
 3. If calculated allowable combined stress on the pipeline(s) cannot be reduced below limits by adding additional protective fill over the pipeline(s) or the depth of additional fill is deemed impractical, a temporary bridging structure installed over the pipeline(s) will be required to mitigate the excess stress on the pipeline(s).
 - a) *This bridging structure must be constructed of timbers, plates or other material that does not allow the driving surface to come in contact with the ground surface. The supports for the driving surface of the bridging structure may be of dirt or other material with the inside edges of the supports placed a minimum of 5 feet from the center line of the PSCo pipeline(s).*
- B.** Requestor's Plans must contain surveyed horizontal location of the PSCo pipeline(s) throughout the project area based on current field locates. Surveyed vertical location of the PSCo pipeline(s) based on pothole information must be presented on the Proposed Construction Drawings Profile Sheets at all Requestor facility crossing locations of the pipeline(s) prior to final comment and approval of the plans.
- C.** Locates and or potholing for the purpose of Requestor's engineering, design and construction drawings to establish the horizontal and vertical locations of PSCo facilities and all associated costs will be the responsibility of Requestor. A PSCo representative will be required to be on site during any pothole operations.
1. Potholing with excavation equipment during frost conditions will not be allowed unless contractor thaws ground prior to excavation. Potholing with vac-truck will be allowed under any conditions

III. Inspection

- A.** PSCo will require that one of its Field Operators be on site during the potholing, excavation, site grading, backfill operations, compaction, and installation of your facilities when working within the pipeline(s) easement

and/or a minimum of fifteen (15) Ft from the outer limits of the locate marks for the PSCo pipeline(s). This standby expense is covered by PSCo during a normal 8 hour day Monday - Friday. Any time required in excess of 8 hours per day or weekend and holidays will be billed to the Third Party of the facilities under construction at the applicable PSCo Labor Overtime Rates and Equipment/Vehicle Rates.

B. Requests for standby will be filled on a first-come, first-served basis, consistent with the number of personnel available for standby and Xcel Energy workload at that time. It is not our intent to unnecessarily impede the work schedule of the installation contractor, and we will strive to be as available as possible.

C. Appointments for standby excavations shall be scheduled to minimize the amount of time Xcel Energy personnel are waiting during contractor setup. Contractors will be charged at the applicable straight time or overtime PSCo labor rate and Equipment/Vehicle per hour for time between appointment time and actual start time (i.e. a call for an 8:00 A.M. standby and actual construction start time of 10:00 A.M. will result in 2 hours of the applicable straight time or overtime PSCo labor and Equipment/vehicle charges)

D. Frequency and duration of Field Operator Standby will be determined during the initial site visit with the Requestor's Construction Contractor based on construction schedule and phasing of construction activities as they relate to work near the PSCo pipeline(s).

E. Potholing frequency during construction will be at the discretion of the PSCo Inspector on site on an as needed basis based on field conditions and proximity of the excavation to the pipe.

IV. Construction

A. Grading, Excavation, Installation, Backfill

1. A "Method of Construction Plan" shall be provided to PSCo HP Gas Engineering and Operations for review and approval prior to the beginning of construction.

2. For Parallel Encroachments, the recommended method of construction is to place the trench spoils between the Requestor line and the PSCo line and set the working side on the opposite side of the trench from the spoil pile.

a) *Alternate Method of Construction*

(1) Install a layer of straw or some other method of identifying the top of the existing ground elevation then place trench spoils on top of the line. During backfill operations, removal of the spoil shall stop at the level of the warning material.

(2) Requests to work above existing PSCo pipeline(s), either on top of existing ground elevation or top of spoil pile, will be reviewed on a case by case basis. Requestor must provide specs on the attached forms in Appendix A for all equipment that will be traveling on top of the line for calculation of combined stresses for determination if allowable combined stress levels are exceeded prior to approval of this method

b) *The maximum unsupported length of PSCo's 2" and larger diameter High Pressure Natural Gas pipeline(s) is 15 feet.*

(1) Specific calculations can be made for pipe diameter's greater than 2" in outside diameter to determine greater free span lengths.

(2) Should Requestor excavation require a greater length of the pipe be exposed than allowable stress limits dictate, plans for providing support will be required to be submitted to PSCo HP Gas Engineering for review and approval. This support system can be provided by the third party's contractor and installed under the supervision of the on-site PSCo Energy Employee. A list of qualified pipeline contractors to perform this work, if needed, can be supplied to you if so requested.

3. If site re-grading leaves less than 36" of cover over the PSCo pipeline(s), the pipe will have to be lowered or additional protection measures installed over the pipe such as concrete capping or steel plating. Any mitigation measures, including engineering of such structures, will be at the expense of the Third Party of the facilities being constructed.

4. Backfill operations around exposed sections of PSCo's pipeline(s) shall be inspected by a PSCo representative.

5. Any sections of the PSCo pipeline(s) that are exposed during construction must be padded with material passing $\frac{3}{4}$ " minus screens that is non-angular in shape to a depth of one (1) foot above the top of pipe before native material passing 6" minus screens or two (2) feet above the top of pipe before native material passing greater than 6" plus screens can be used for the remaining backfill. Bedding material of an angular nature and/or passing 2" minus screens may be used if rock shield, epoxy coating applied to a thickness of 30 mils or greater, or other abrasion resistant coating, is installed around the pipe over the entire exposed length. Installation of any such additional protective coating installation shall be inspected by a PSCo representative.

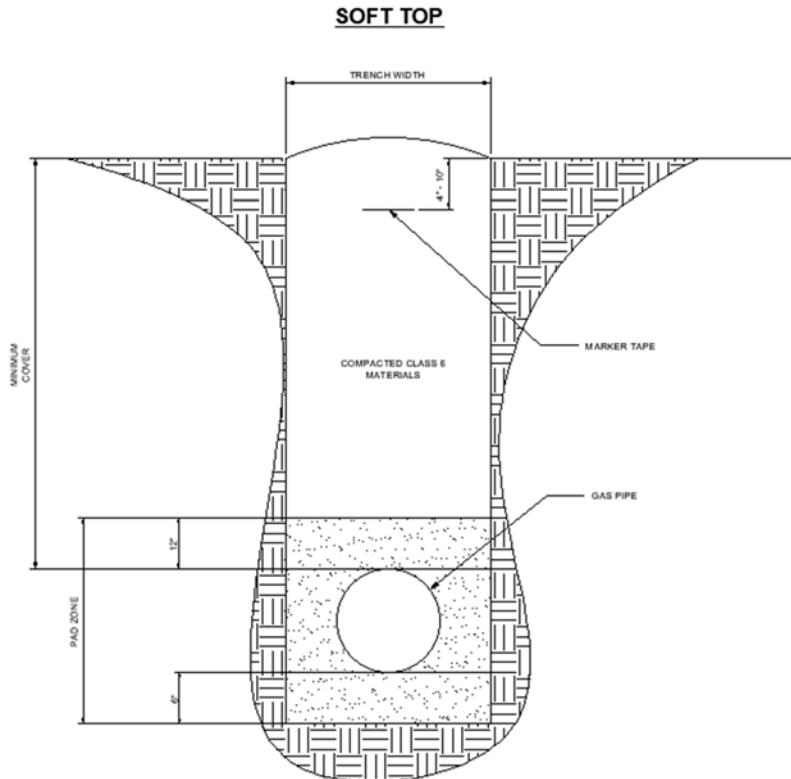


Figure 1 - Typical Soft Surface Trench Details

6. Utilization of flowable fill with cement or fly ash binder material, per Figure 2, may be utilized once one (1) foot of cover is established over the PSCo pipeline(s) with consolidated, non-abrasive, bedding material. The flowable fill must be able to be excavated with a shovel. The flowable fill shall extend ten feet on either side of the PSCo pipe and extend to the trench walls. The use of flowable fills is subject to approval of the local government authorities.

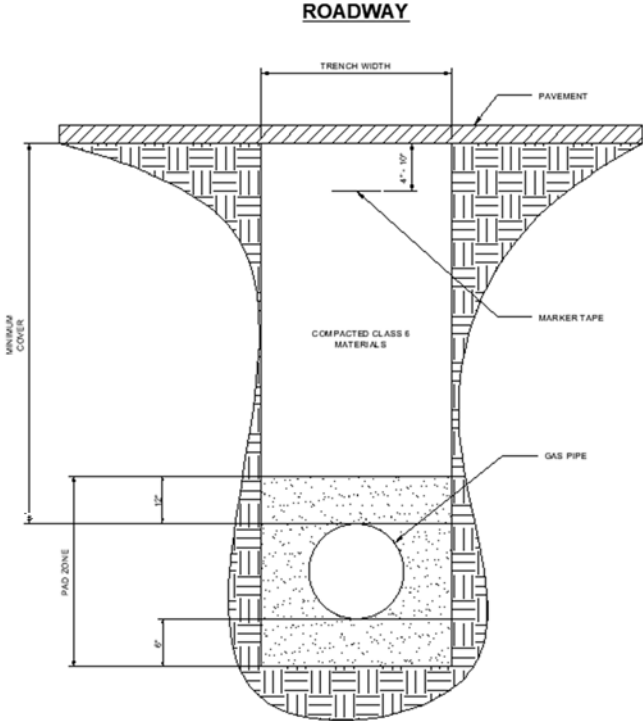


Figure 2 - Typical Hard Surface Trench Details

7. Other backfill material not requiring additional compaction efforts to obtain required dry densities of the project specifications may be utilized around the pipe. Submittal of a backfill plan and material specifications shall be presented to PSCo HP Gas Engineering and local government authorities for review before approval is granted.

8. Permanently added fill over PSCo pipeline(s) shall not exceed a typical depth of cover of four (4) feet over the top of PSCo’s pipeline(s) at final grade. Exceptions due to terrain, grading requirements and re-establishment of slopes must be reviewed with PSCo HP Gas Engineering but shall not exceed eight (8) feet of cover over the top of the PSCo pipeline(s).

Table 1 - Minimum Clearances for Aboveground Improvements

Crossing Type	Minimum Clearance
Improved Roads	48 in
Ditch	36 in
Unimproved Roads	72 in
Railroad	72 in
Temporary Work Areas	48 in

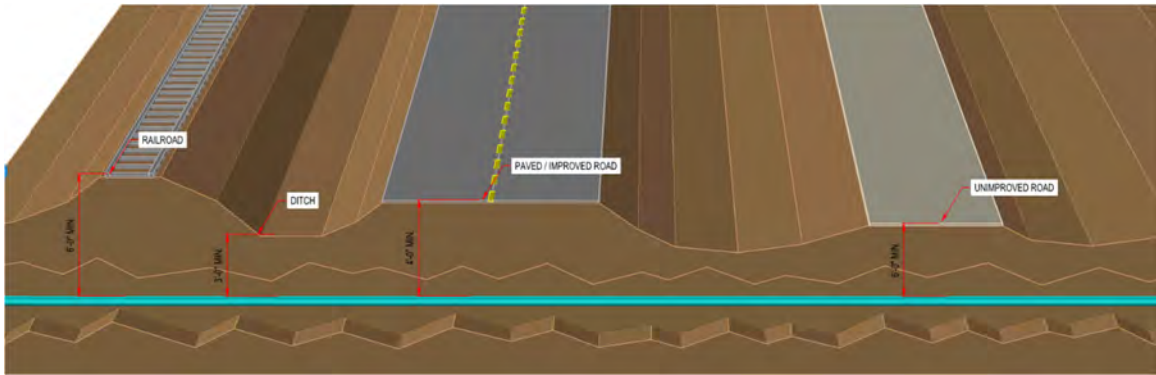


Figure 3 - Minimum Clearances for Aboveground Improvements

B. Compaction over PSCo Pipelines

1. No heavy vibratory compaction equipment (driver operated) will be allowed over or along the length of the PSCo pipeline(s) in the area requiring compaction and for a distance of ten (10) feet on either side of the outside wall of the pipe and ten (10) feet from the ends of the pipe length at the compaction area limits if less than three (3) feet of cover is left over the pipe after sub excavation work is completed.
2. Light vibratory compaction equipment (jumping jacks, walk behind or remote control rollers) may be utilized once the minimum one (1) foot of bedding material cover over the top of the PSCo pipeline(s) is established.
3. Vibrations from dynamic compaction equipment or other sources must be maintained at a peak particle velocity of not greater than 1 in /sec (IPS) as measured in any one of the three components of a seismographic reading.

C. Buried Facility Crossings

1. Buried facility crossings shall be as near a perpendicular to the PSCo pipeline(s) as feasible.
2. Buried facility crossings shall be required to go under or over the PSCo pipeline(s) with a minimum clearances per Table 2, based on the method of construction used.

Table 2 - Minimum Clearances for Underground Facilities

Construction Method	Above/Below	Minimum Clearance
Open Trench	Above	1 ft / 2 ft Recommended
Open Trench	Below	2 ft
Horizontal Directional Drill	Below	10 ft
Other Trenchless Methods*	Below	5 ft

* Including, but not limited to: Auger Bore, Slick Bore, Pipe Ramming

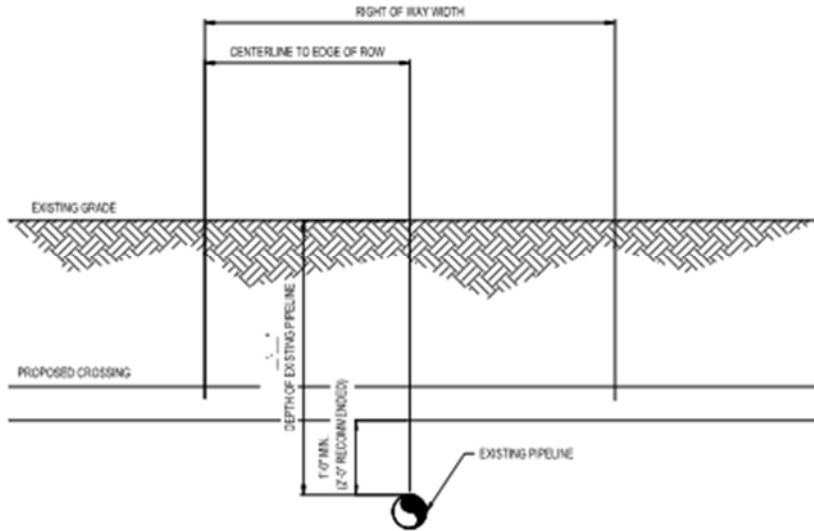


Figure 4 - Above Existing Pipeline Detail

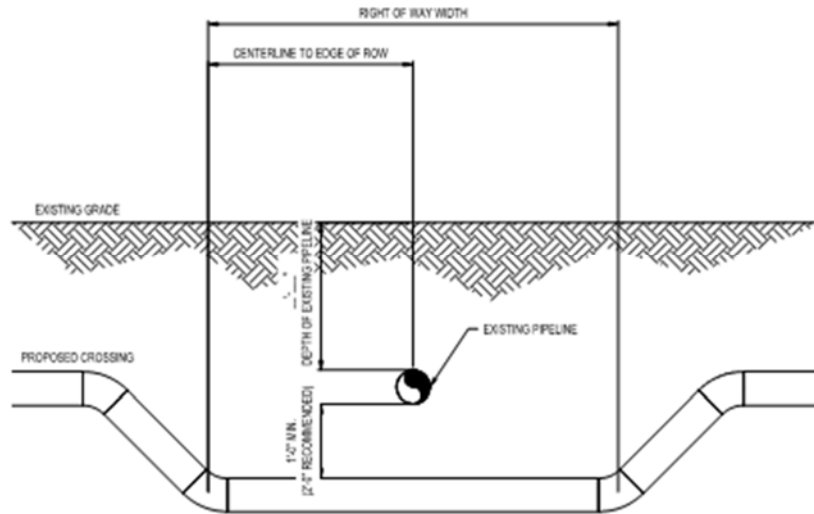


Figure 5 - Below Existing Pipeline Detail

3. Critical buried power or communications cables or fiber optics installed below PSCo pipeline(s) shall be installed in a minimum of SCH40 PVC covered with 6" of red colored concrete extending on each side of the pipeline and shall meet the clearance requirements of Section IV.C.2.
4. All buried crossing installed through open trench methods shall have warning tape installed extending the width of the PSCo ROW.
5. Buried facilities installed parallel to the PSCo pipeline(s) must maintain a minimum horizontal separation of ten (10) feet from the pipeline(s). If this minimum horizontal separation cannot be maintained, the top of the facility being installed will be required to be one (1) foot below the bottom of the PSCo pipeline(s) for every foot closer than ten (10) feet to the pipeline(s).

D. Overhead Facility Crossings

1. Overhead facility crossings shall be as near to perpendicular to the PSCo pipeline(s) as feasible.
2. Overhead facility crossings shall be installed with a minimum of 30 feet of clearance above the PSCo ROW.
3. Overhead facility crossings shall not have poles or other appurtenances on the PSCo ROW
4. Overhead facility crossings shall not be installed within 25 feet horizontally of any gas equipment which may vent gas during operation
5. Overhead facility crossings shall not be allowed to be installed parallel to PSCo pipelines within PSCo ROW

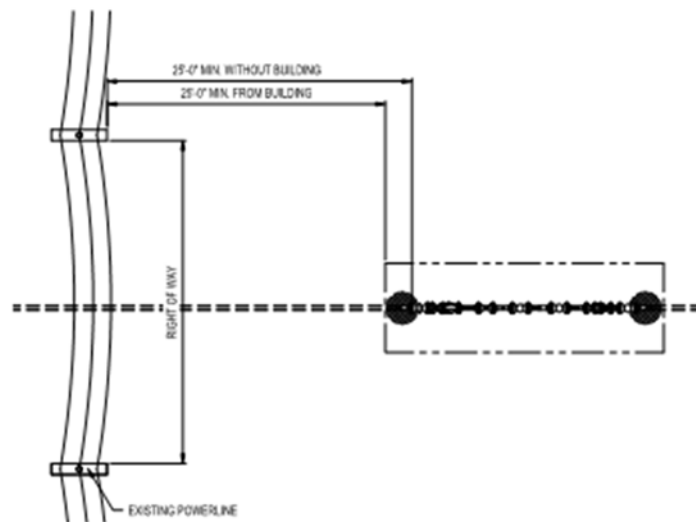


Figure 6 - Overhead Crossing - Plan View

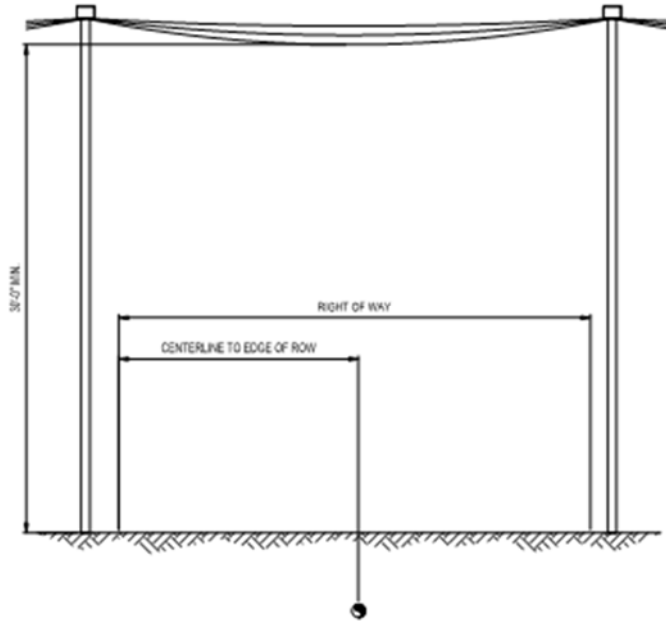


Figure 7 - Overhead Crossing - Profile View

E. Improvements/Structure/Facility Placement

1. No surface or sub-grade structures or utility facilities will be allowed within the PSCo ROW limits without plan review approval from PSCo HP Gas Engineering and Operations. Potential ignition source facilities shall be a minimum of fifteen (15) from the outside wall of the pipe. Minimum recommended distances are shown in Table 3 and Figure 8.

Table 3- Minimum Clearances for Improvements/Structures/Facilities

Improvement/Structure/Facility Type	Minimum Clearance
House or Business	50 ft
Garage, Barn, or other Unoccupied Permanent Structure	50 ft
Non-Permanent Structure	25 ft
Septic Tank or Leech Field	25 ft
Light Pole	25 ft
Water Well	25 ft

F. Landscape Installation

1. No planting of vegetation will be allowed within the PSCo ROW limits without plan review approval from PSCo HP Gas Engineering and Operations. Under no circumstances will trees be allowed to be planted over the pipeline(s) within the PSCo ROW limits and shall be no closer than fifteen (15) feet from the outside wall of the pipe. Minimum recommended distances are shown in Table 4 and Figure 8Table 3.

Table 4 - Minimum Clearance for Landscaping Improvements

Landscaping	Minimum Clearance
Tree or Shrub	15 ft
Mail Box or Yard Light	10 ft
Fence Post	5 ft

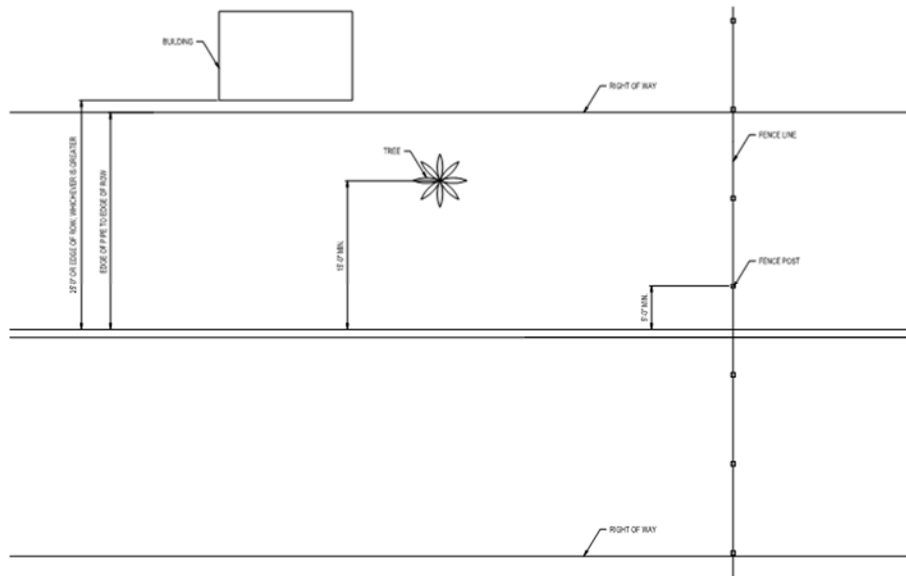


Figure 8 - Structure and Landscape Detail

G. Cathodic Protection

1. A copy of the Requestor Cathodic Protection (CP) System design shall be provided to PSCo for review prior to construction.
2. At crossing locations, Stray Current Mitigation will be required if either pipeline is cathodically protected from a rectified ground bed system. At a minimum this shall consist of a run of two # 8 wires from PSCo pipe and 2 # 8 wires up from the third party facility pipe into a common or separate test station for bonding of the two systems together if necessary. The wires could either run to the test station in a common conduit or separate conduits. In addition, four 17# or larger anodes are to be placed in each quadrant of the crossing pipes and placed vertically equidistant between the two pipelines. PSCo will provide the material for its CP test station and assist **Requestor's** contractor with installation of the test station.
3. For parallel encroachments, at locations where third party is installing a CP Test Station, the third party will be required to expose the PSCo pipeline(s) for installation of a CP test station for monitoring of interference. PSCo will provide the material for its CP test station and assist the third party's contractor with installation of the test station.

V. **Blasting Near PSCo Facilities**

1. Buried Pipe
 - a) Total Combined (Effective) Stresses on the pipe must not exceed **50%** of the specified minimum yield strength of the pipe.

(1) PSCo HP Gas Engineering will require the following information in order to determine stresses induced on the pipeline if blasting is to occur within 250ft of a PSCo pipeline:

- (a) Explosive type
- (b) Explosive quantity per charge, in pounds
- (c) Geometry of explosive charge(s)
- (d) If multiple charges, simultaneous or delayed detonations

b) Peak Particle Velocity (PPV) must not exceed 4 in/sec (IPS).

2. **Above Ground Pipe**

a) Peak Particle Velocity (PPV) must not exceed 1 in/sec (IPS).

VI. Post Construction

A. Permanent Private Road Crossings

1. Permanent private access roads intended for use by vehicles with a loaded single axle rating of less than or equal to CDOT load limits, must provide and maintain a minimum of **4 (four)** feet of cover over the PSCo pipeline(s). Any party needing to cross the PSCo pipeline(s) with vehicles in excess of the CDOT load limits per single axel must contact PSCo for additional requirements or place bridging structures over the located pipeline(s).

2. Tracked equipment crossings of the PSCo pipeline(s) must be made via tractor/lowboy transport adhering to the restrictions of Section II.A. If it is desired to track the equipment over the PSCo pipeline(s), PSCo must be contacted to calculate the limits for the specific piece of equipment or provide a bridging structure over the pipeline(s) in accordance with section II.A.3.

3. Four wheel all terrain sport and utility vehicles and dirt bikes are exempt from this section's restrictions. A minimum cover of twelve (12") inches of dirt over the pipe must be present before these vehicles can cross over the pipe.

4. It is recommended that Requestor install and maintain load limit signage at all road crossings of the PSCo pipeline(s).

5. PSCo will place pipeline markers at all permanent road crossings that are to remain at the conclusion of the installation of the Requestor pipeline.

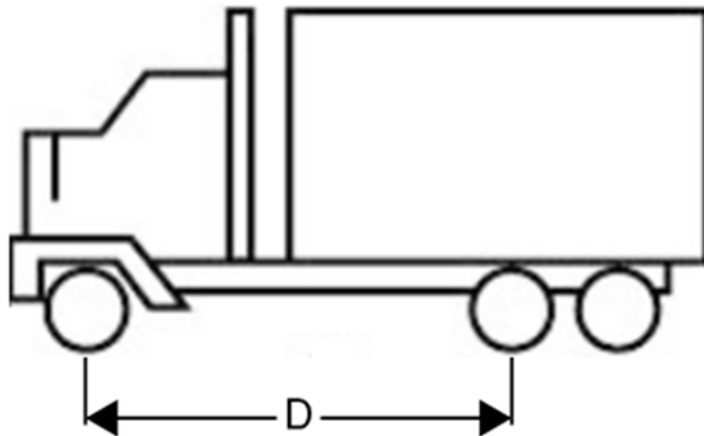
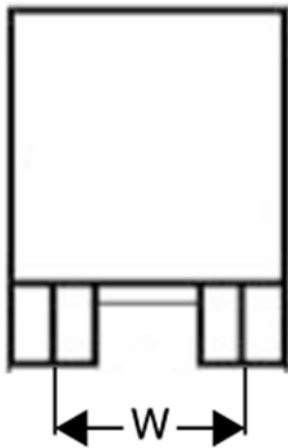
Appendix A

Data Sheet - Equipment with Tires

Complete for each piece of equipment with tires over a one ton rating

Manufacturer:		
Model:		
Description:		
Loaded Gross Vehicle Weight:		LBS

Axle	Max Weight per Axle (lbs)	# of Tires per Axle	Tire Width (in)	Tire Pressure (psi)	Wheelbase (in) "Dimension W"	Distance from Previous Axle (in) "Dimension D"
1						-
2						
3						
4						
5						
6						



Data Sheet - Tracked Equipment

Complete for each piece of equipment with tracks

Manufacturer:		
Model:		
Description:		
Loaded Gross Vehicle Weight:		LBS

	Track Gauge (in) "Dimension W"	Track Width (in) "Dimension G"	Track Length (in) "Dimension L"
Track			

