

# JEFFERSON CENTER METROPOLITAN DISTRICT NO. 1

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

## **NOTICE OF REGULAR MEETING AND AGENDA**

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

DATE May 24, 2022 (Tuesday)

TIME: 9:30 A.M.

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

Join Zoom Meeting

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

Meeting ID: 546 911 9353

Passcode: 912873

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

### I. ADMINISTRATIVE MATTERS

A. Present Disclosures of Potential Conflicts of Interest.

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

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C. Discuss results of cancelled May 3, 2022 Regular Directors' Election (enclosure).

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D. Consider appointment of Officers:

President \_\_\_\_\_

Treasurer \_\_\_\_\_

Secretary \_\_\_\_\_

Asst. Secretary \_\_\_\_\_

Asst. Secretary \_\_\_\_\_

Asst. Secretary \_\_\_\_\_

- E. Review and approve Minutes of the April 26, 2022 Regular Meeting (enclosure).
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II. PUBLIC COMMENT

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

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

- Ratify approval of Contractor Agreement for the Candelas Point Detention Pond Slope Repair between the District and Wagner Construction, Inc. in the amount of \$64,102.
  - Ratify approval of Change Order No. 1 to the Contract between the District and Wagner Construction, Inc., for additional wire fence demo and changes to pond structures, in the amount of \$32,734.34.
  - Ratify approval of Task Order No. 23-A1 to the Master Service Agreement for Construction Observation and Materials Testing Services between the District and CTL/Thompson, Inc., for Hwy 72 Roadway and Box Culvert, Hwy 72 East of Hwy 92, in the amount of \$2,900.
  - Ratify approval of Change Order No. 7 from Environmental Designs Inc., for replacement of rock/plant material and irrigation, in the amount of \$2,835.96 (enclosure).
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IV. FINANCIAL MATTERS

- A. Review and consider approval of the payment of claims through the period ending May 15, 2022, in the amount of \$732,288.66 (enclosure).
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- B. Review and accept unaudited financial statements for the period ending March 31, 2022 and accept cash position statement as of May 17, 2022 (enclosure).
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- C. Review forecast of General Fund Revenues and Expenditures (enclosure).
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- D. Review Expense Tracking Report (to be distributed) and consider approval of District Expenditures Verification Report (to be distributed).
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- E. Discuss 2020 Bonds budget for infrastructure (enclosure).
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- F. Discuss future operation and maintenance obligations, and related budget matters.
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- G. Discuss status of 2021 Audit.
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V. MANAGEMENT MATTERS

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

- A. Discuss and authorize preparation of easements for the benefit of RangeWater Residential, LLC for retaining walls.
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- B. Discuss status of Intergovernmental Agreement for Off-Site Public Improvements for the Trailstone Development by and between the City of Arvada and the District (enclosure).
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- C. Discuss status of the District's General Obligation Refunding and Improvement Bonds, Series 2023 (the "Refunding Bonds").
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- D. Review and consider approval of Slope Easement Agreement between the District and the Jefferson Parkway Public Highway Authority (to be distributed).
- 

VII. CONSTRUCTION MATTERS

- A. Review Construction Status Report (to be distributed).
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- B. Consider approval of contracts, task orders, work orders and change orders.
-

VIII. CAPITAL IMPROVEMENTS

- A. Review and consider approval of Cost Certification Report No. 6, prepared by Independent District Engineering Services, LLC, certifying District eligible expenditures relative to Trailstone Filing No. 1 Public Improvements, and accept certified costs (to be distributed).
- 

1. Discuss and consider authorizing 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.
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IX. OTHER BUSINESS

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

- X. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR JUNE 28, 2022.**

**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 3, 2022 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>
Brandon Dooling	Next Regular Election, May 2023
Jeffrey L. Nading	Second Regular Election, May 2025
Steve Nading	Second Regular Election, May 2025

/s/David Solin  
(Designated Election Official)

Contact Person for the District:	David Solin
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:	dsolin@sdmsi.com

## RECORD OF PROCEEDINGS

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### MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE JEFFERSON CENTER METROPOLITAN DISTRICT NO. 1 HELD APRIL 26, 2022

A Regular Meeting of the Board of Directors of the Jefferson Center Metropolitan District No. 1 (referred to hereafter as "Board") was convened on Tuesday, April 26, 2022, at 9:30 a.m. This District Board meeting was held by video/telephone conference with all participants attending via video/teleconference. The meeting was open to the public.

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#### **ATTENDANCE**

##### **Directors In Attendance Were:**

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

##### **Also In Attendance Were:**

David Solin; Special District Management Services, Inc.

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

Joy Tatton; Simmons & Wheeler, P.C.

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

Gregg McKay; Member of the public

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#### **DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST**

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

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## RECORD OF PROCEEDINGS

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### **ADMINISTRATIVE MATTERS**

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

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

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

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

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

### **PUBLIC COMMENT**

There were no public comments.

### **CONSENT AGENDA**

The Board considered the following actions:

- Ratify approval of contractor agreement for the Candelas Indiana North Landscape and Irrigation between the District and Leo Landscape LLC, in the amount of \$243,488.98.
- Ratify approval of Task Order No. 15 to the Service Agreement for Traffic Engineering Services between the District and Kimley-Horn and Associates, Inc., for Candelas 72-93 Traffic Impact Study, in the amount of \$4,200.00.
- Ratify approval of Task Order No. 7 to Storm Water Asset Protection LLC (SWAP), for Storm Water Oversight Services, in the amount of \$35,000.00.
- Ratify approval of Off-Site Distribution Main Extension Agreement (Gas), and associated Contingency List, between the District and Public Service Company of Colorado, d/b/a Xcel Energy.

## RECORD OF PROCEEDINGS

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- Acknowledge correspondence to Mountain Shadows Metropolitan District and UMB Bank, n.a., regarding Notice of Initial Acceptance by the City of Arvada of the Remaining Indiana Improvements.

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

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### **FINANCIAL MATTERS**

**Pay Application No. 1 from TIMCO Blasting and Coatings, Inc.:** The Board reviewed Pay Application No. 1 from TIMCO Blasting & Coatings, Inc.

Following discussion, upon motion duly made by Director Jeff Nading, seconded by Director Bradbury and, upon vote, unanimously carried, the Board approved Pay Application No. 1 from TIMCO Blasting & Coatings, Inc., in the amount of \$323,190.

**Claims:** The Board considered approval of the payment of claims through the period ending April 11, 2022.

Following discussion, upon motion duly made by Director Bradbury, seconded by Director Dooling and, upon vote, unanimously carried, the Board approved the payment of claims through the period ending April 11, 2022, in the amount of \$1,487,997.38 (as adjusted to include the amount of Pay Application No. 1 from TIMCO Blasting & Coatings, Inc.).

**Cash Position Statement:** Ms. Tatton reviewed with the Board the cash position statement as of April 19, 2022.

Following discussion, upon motion duly made by Director Jeff Nading, seconded by Director Dooling and, upon vote, unanimously carried, the Board accepted the cash position statement as of April 19, 2022.

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

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

**District Expenditures Verification Report prepared by Independent District Engineering Services, LLC (“IDES”):** Ms. Carbaugh-Gonzales reviewed with the Board IDES’ report entitled “District Expenditures



## RECORD OF PROCEEDINGS

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Verification for April 2022 (as amended),” which summarizes IDES’ review and verification of the expenditures of the District for April 2022 related to certain District construction contracts. The Verification Report identified \$946,502.04 of District Eligible Expenses and \$541,495.34 of Non-Eligible Expenses.

Following discussion, upon motion duly made by Director Jeff Nading, seconded by Director Dooling and, upon vote, unanimously carried, the Board determined to accept the District Eligible Expenses in the amount of \$946,502.04.

**2020 Bonds Budget for Infrastructure:** Director Nading distributed a draft spreadsheet for the Board to review. No action was taken.

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

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### **MANAGEMENT MATTERS**

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

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### **LEGAL MATTERS**

**Acquisition of Highway 72 Remnant Lot:** Attorney Murphy informed the Board that the sale closed on April 14, 2022.

**Agreement for Purchase and Sale – PROJECT: Highway 72 Sanitary Sewer Improvements – PARCEL No.: 300205259 between the District, Merrick J. Smith, and Madison M. Smith:** Attorney Murphy reviewed with the Board the Agreement for Purchase and Sale – PROJECT: Highway 72 Sanitary Sewer Improvements – PARCEL No.: 300205259 between the District, Merrick J. Smith, and Madison M. Smith.

Following discussion, upon motion duly made by Director Bradbury, seconded by Director Jeff Nading and, upon vote, unanimously carried, the Board ratified approval of the Agreement for Purchase and Sale – PROJECT: Highway 72 Sanitary Sewer Improvements – PARCEL No.: 300205259 between the District, Merrick J. Smith, and Madison M. Smith.

**Intergovernmental Agreement for Off-Site Public Improvements for the Trailstone Development by and between the City of Arvada and the District:** Attorney Murphy reviewed with the Board the Intergovernmental Agreement for Off-Site Public Improvements for the Trailstone Development by and between the City of Arvada and the District.

## RECORD OF PROCEEDINGS

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Following discussion, upon motion duly made by Director Bradbury, seconded by Director McKay and, upon vote, unanimously carried, the Board approved the Intergovernmental Agreement for Off-Site Public Improvements for the Trailstone Development by and between the City of Arvada and the District, subject to final legal review.

**Declaration of Covenants for Candelas Commercial Filing No. 3, Amendment No. 2 by Cimarron Development Company and the District:** Attorney Murphy reviewed with the Board the Declaration of Covenants for Candelas Commercial Filing No. 3, Amendment No. 2 by Cimarron Development Company and the District.

Following discussion, upon motion duly made by Director Bradbury, seconded by Director Jeff Nading and, upon vote, unanimously carried, the Board approved the Declaration of Covenants for Candelas Commercial Filing No. 3, Amendment No. 2 by Cimarron Development Company and the District, subject to final legal review.

**Issuance of the District's General Obligation Refunding and Improvement Bonds, Series 2023 (the "Refunding Bonds"):** The Board discussed the status of the Refunding Bonds. No action was taken.

**Trailstone Filing No. 1 Public Improvements:**

*Waiver of Rights to Reimbursement (from the District) by Taylor Morrison of Colorado, Inc. ("Taylor Morrison"), relating to the Purchase and Sale Agreement between Taylor Morrison and Cimarron Commercial, LLC ("CCLLC"):* Attorney Murphy review with the Board the Waiver of Rights to Reimbursement (from the District) by Taylor Morrison, relating to the Purchase and Sale Agreement between Taylor Morrison and CCLLC.

Following discussion, the Board acknowledged the Waiver of Rights to Reimbursement (from the District) by Taylor Morrison, relating to the Purchase and Sale Agreement between Taylor Morrison and CCLLC.

*Letter from Cimarron Development Company ("CDC") regarding Payment Directive Pertaining to Certified Costs for Trailstone Filing No. 1 Public Improvements:* Attorney Murphy reviewed with the Board the Letter from CDC regarding Payment Directive Pertaining to Certified Costs for Trailstone Filing No. 1 Public Improvements ("CDC Payment Directive").

Following discussion, upon motion duly made by Director Bradbury, seconded by Director McKay and, upon vote, unanimously carried, the Board approved the acknowledgement and consent to the CDC Payment

## RECORD OF PROCEEDINGS

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Directive Pertaining to Certified Costs for Trailstone Filing No. 1 Public Improvements.

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### **CONSTRUCTION MATTERS**

**Construction Status Report:** Mr. Back reviewed the Project Status Report dated March 22, 2022, with the Board. A copy of the report is attached hereto and incorporated herein by this reference.

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

- Contractor Agreement for the Candelas Point Detention Pond Slope Repair between the District and Wagner Construction, Inc., in the amount of \$64,102.
- Change Order No. 1 to the Contract between the District and Wagner Construction, Inc., for additional wire fence demo and changes to pond structures, in the amount of \$32,734.34.
- Task Order No. 23-A1 to the Master Service Agreement for Construction Observation and Materials Testing Services between the District and CTL/Thompson, Inc., for Hwy 72 Roadway and Box Culvert, Hwy 72 East of Hwy 92, in the amount of \$2,900.

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

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### **CAPITAL IMPROVEMENTS**

**District Engineer's Cost Certification Report No. 5, dated April 21, 2022, prepared by Independent District Engineering Services, LLC, certifying District eligible expenditures relative to Trailstone Filing No. 1 Public Improvements:** Mr. Back reviewed the report with the Board.

Following discussion, upon motion duly made by Director Bradbury, seconded by Director Jeff Nading and, upon vote, unanimously carried, the Board approved the District Engineer's Cost Certification Report No. 5, dated April 21, 2022, prepared by Independent District Engineering Services, LLC, certifying District eligible expenditures relative to Trailstone Filing No. 1 Public Improvements, in the amount of \$615,210.26.

**Reimbursement to CCLLC under the Facilities Funding and Acquisition Agreement between the District and CDC, as amended, and pursuant to**

## RECORD OF PROCEEDINGS

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the CDC Payment Directive: Attorney Murphy and the Board discussed the reimbursement to CCLLC under the Facilities Funding and Acquisition Agreement between the District and CDC, as amended, and pursuant to the CDC Payment Directive.

Following discussion, upon motion duly made by Director Bradbury, seconded by Director McKay and, upon vote, unanimously carried, the Board authorized reimbursement to CCLLC under the Facilities Funding and Acquisition Agreement between the District and CDC, as amended, and pursuant to the CDC Payment Directive.

Letter from CCLLC directing the District to pay a certain amount of the reimbursable costs due to CCLLC to Public Service Company of Colorado, d/b/a Xcel Energy on behalf of CCLLC: Attorney Murphy and the Board discussed the letter from CCLLC directing the District to pay a certain amount of reimbursable costs due to CCLLC to Public Service Company of Colorado, d/b/a Xcel Energy on behalf of CCLLC.

Following discussion, upon motion duly made by Director Bradbury, seconded by Director McKay and, upon vote, unanimously carried, the Board acknowledged the letter from CCLLC, and consented that the District to pay a certain amount of the reimbursable costs due to CCLLC to Public Service Company of Colorado, d/b/a Xcel Energy on behalf of CCLLC.

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### **OTHER BUSINESS**

There was no other business.

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### **ADJOURNMENT**

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

Respectfully submitted,

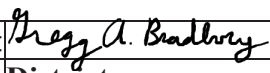
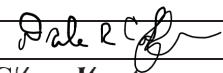
By: \_\_\_\_\_  
Secretary for the Meeting

## CHANGE ORDER

<b>Change Order No:</b> 7	<b>Date Issued:</b> May 16, 2022
<b>Name of Agreement:</b> Service Agreement for Landscape Maintenance Services	
<b>Date of Agreement:</b> November 26, 2019	<b>District(s):</b> Jefferson Center Metropolitan District No. 1
<b>Other Party/Parties:</b> Environmental Designs Inc.	

<b>CHANGE IN SCOPE OF SERVICES (describe):</b>  <p style="text-align: center;">As per attached proposal dated May 13, 2022</p>
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<b>CHANGE IN AGREEMENT PRICE:</b>	<b>CHANGE IN TERM OF AGREEMENT:</b>
Original Price: <div style="text-align: right;">\$27,096.82</div>	Original Term: Expires _____, 20____
Increase of this Change Order: <div style="text-align: right;">\$2,835.96</div>	New Term: Expires _____, 20____
Price with all Approved Change Orders: <div style="text-align: right;">\$106,697.93 (+ CO#2 up to \$2,095.11)</div>	Agreement Time with all Approved Change Orders:

<b>APPROVED:</b>	<b>APPROVED:</b>
By: 	By: 
District	Consultant



# ENVIRONMENTAL DESIGNS, INC.

DENVER METRO  
(303) 287-9113  
12511 E. 112TH AVE.  
BRIGHTON, CO 80640

NORTHERN COLORADO  
(970) 237-6225  
3950 PATTON AVE.  
LOVELAND, CO 80538

WWW.ENVIRONMENTALDESIGNS.COM

## IRRIGATION TIME & MATERIAL AGREEMENT

EDI Contact: Dale Coffman  
Project Name: Jefferson Center Metro District  
Project Address: Candelas, Arvada, CO 80005

Agreement #: 101226  
Date of Agreement: May 13, 2022  
2022 Irrigation

THIS IRRIGATION TIME & MATERIAL AGREEMENT (the "Agreement") is made and entered into as of 5/13/2022 (the "Effective Date") by and between Environmental Designs, Inc. (the "Contractor") and Jefferson Center Metro District (the "Client"). The Client and Contractor, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

### 1. SCOPE OF WORK

A. The Contractor agrees to perform the work and services under this Agreement at its sole expense for all labor, materials, services, equipment, tools, and taxes required to fulfill its obligations and to properly execute and complete the work as described more particularly on the attachment (the "Work") identified as Exhibit A.

### 2. TIME OF COMPLETION

A. The Client acknowledges that The Contractor cannot guarantee the date upon which commencement of the Work shall begin (the "Commencement Date") and that any date that is given is approximate and only a target date. Among other things, the Commencement Date is subject to and conditioned upon performance by the Client, including, but not limited to timely payment of the Deposit and/or the Commencement Payment.

B. The Work shall be substantially completed within approximately 5 business days of the Commencement Date, Subject to delay due to inclement weather or any other conditions outside of the direct control of the Contractor (each a "Force Majeure Event" and collectively "Force Majeure Events"). Delays due to Force Majeure Events may cause additional price increases to be incurred.

### 3. GENERAL PROVISIONS

A. The Client shall be solely responsible to establish and provide property line locations at the Property. Rough Grade establishment is the responsibility of The Client. Rough Grade shall be defined as the establishment of the initial grade, slope, soil composition and drainage of the Property. The Client understands that the Contractor needs access to perform the work as outlined within this Agreement, and that the Contractor will use its best efforts to avoid damage to any ingress and egress access points, but in some cases damage may occur to Concrete, Asphalt, or other surfaces including, but not limited to, Driveways, Sidewalks, Streets, Turf, Lawn, Beds, Loading Docs, Elevators, and Lobbies, whether public, private, or shared and the Client will hold Environmental Designs, Inc. Harmless for any damage as a result of ingress and egress to the project. The Contractor shall not be responsible for any damage to, or moving of, materials, equipment, or furniture that is not explicitly part of this Agreement, including but not limited to, BBQ appliances, patio furniture, statuary, garden art, play structures, etc.

B. This agreement shall supersede all prior agreements between the Parties, whether verbal or written. Any changes to this Agreement must be made in writing and evidenced by a change order (each a "Change Order" and collectively "Change Orders") executed by both the Client and the Contractor. All Change Orders shall be attached hereto and shall become part of this Agreement. The charges for work covered by Change Orders shall be generated using then current pricing which may differ from the pricing of the original Work or other Change Orders. Additional time necessary to complete the project will be outlined with each Change Order.

C. Unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")", any pricing and charges for permits, material changes to Work, underground obstructions, and erosion control are not included in the original pricing and must be addressed, as necessary, with the generation of a

D. This proposal shall expire unless accepted in writing, by Client and an authorized agent of Contractor, as evidenced by their signatures below, and the Contractor receives notice of acceptance within ten (10) calendar days of the date of this Agreement. If accepted, this document shall become a binding Agreement between the Client and the Contractor. A copy of this document may be executed by each party, separately, and when each party has executed a copy thereof, such copies taken together shall be deemed to be a full and complete Agreement between the Client and the Contractor.

Award-Winning Landscape Architecture, Construction, & Maintenance since 1989

☎ 303.287.9113 Main ☎ 970.237.6225 Northern Colorado 📍 12511 East 112th Avenue, Brighton, CO 80640 🌐 environmentaldesigns.com

#### 4. TERMINATION

A. Either party may terminate this Agreement by written notice by certified mail to the other party. Notice to be given at least thirty (30) days prior to the effective date of such termination.

B. In the event that the Contractor cannot secure an adequate labor force to perform the work as outlined within this agreement, at the sole discretion of the Contractor, the Contractor may cancel this Agreement without penalty from Client subject to notification as outlined above.

#### 5. INSURANCE

A. The Contractor shall at all times be covered by adequate liability and workers compensation insurance. Upon the Client's request, the Contractor shall provide proof of coverage.

#### 6. WARRANTY

A. Irrigation Installation, Enhancements, Repairs performed by Contractor (collectively "installations") will carry a one year, warranty, on parts and labor from the day the Installations were performed. Warranties on work performed by Subcontractors shall be passed through directly from the Subcontractor and no additional warranty or guaranty shall be made by Contractor. Any parts of the work that are damaged because of acts of God, fire, hail, flood, abuse, neglect, animal damage, vandalism, and freezing are not warranted.

B. All warranties are void if all Payments are not made as outlined in this Agreement.

#### 7. ADDITIONAL SERVICES AVAILABLE

A. The Contractor offers the following services to complete their Landscape Maintenance & Construction Package:

1. Full Landscape Maintenance Services on Commercial and Residential Properties.
2. Landscape Design Services by in house Architects and Designers.
3. All sizes of landscape construction projects, both residential and commercial.
4. Irrigation system design, installation, and service.
5. Annual Floral Color design, installation, and maintenance including beds, pots, hanging pots, decks, etc.
6. Replacement of or addition of trees, shrubs, ornamental grasses, and perennial flowers.
7. Full Plant Health Care (PHC) including pest control, fertilization, and deep root watering.
8. Full Arbor Services including tree pruning, tree removal, and stump grinding.
9. Native Grass and Field Mowing
10. Holiday Lighting and Decoration

#### 8. PRICE AND TERMS

A. The Client shall pay the Owner **\$2,835.96** for the Work as outlined in the EXHIBIT A - Scope of Services (the "Work")

B. This price is valid for ten (10) days from the date of this Agreement.

C. In the event that the Contractor's Vendors charge a fuel surcharge on deliveries, this fee will be passed on to the Client. Additionally, any deliveries made to the project by Contractor's Employees may incur a fuel surcharge if the average cost of Diesel fuel rises above \$3.75 per gallon in the Rocky Mountain Region according to the website <http://www.eia.gov/petroleum/gasdiesel/>.

D. Full payment from the Client to THE Contractor equal to the sum of this Agreement along with any Change Orders, Permit Fees, or Fuel Surcharges as outlined within this Agreement within thirty (30) days from Substantial Completion.

E. Substantial Completion shall be defined as the moment the project is complete, including punch list items, and can be used for its intended purpose. Warranty items are not punch list items and shall not hold up final payment of all monies due. Any delay in making the final payment upon Substantial Completion shall result in all warranties being voided.

F. If any Payment is not made as required by this Agreement, a mechanic's lien may be placed on the Property for the entire balance due. Upon Final Payment, provided that all other Payments have been made, Contractor shall release any liens that Contractor has placed on the Property and, upon Client's written request, shall issue waivers of lien for all Work performed.

G. Payments thirty (30) days past due shall incur finance charge of 1.5% per month (18% per annum). Contractor and/or its assignee shall be entitled to collect all reasonable costs of collection, including but not limited to, collection agency fees and attorney fees.

#### 9. ACCEPTANCE

By evidence of signatures below all Parties agree to all of the terms and conditions as outlined herein. By signing this Agreement, Client represents and warrants that Client holds title to the Property and/or is duly and properly authorized by all title holders to have Work performed on the Property. Additionally, Client acknowledges that declining Winter Watering through the Contractor during the warranty period, all plant material and sod warranties will be considered waived, voided, and null.

ENVIRONMENTAL DESIGNS, INC.

12511 E. 112th. Avenue  
Henderson, CO 80640  
303-287-9113

Jefferson Center Metro District

Candelas  
Arvada, CO 80005  
303-987-0835 x 237

\_\_\_\_\_  
Contractor Signature Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Client Signature Date

\_\_\_\_\_  
Printed Name

## EXHIBIT A Scope of Services (the "Work")

The Client and the Contractor agree that the scope for the "Work" included in this Agreement is as follows:

**The Client and the Contractor agree that the price for the "Work" included in this Agreement is an APPROXIMATE PRICE ONLY.**

**Many times, there are unforeseen issues that may require more time and/or material to make the necessary repairs.**

### **Irrigation Repairs**

*This Agreement authorizes the Contractor to perform the work listed below, including any additional issues that may be uncovered while completing said work. The final bill for this work will reflect the actual Time and Material used, billed at the Client's current Maintenance Agreement Irrigation Repair rate. If there is no current Maintenance Agreement, then Time will be billed at \$75.00 per hour.*

The following is the listing of the items found during our irrigation system inspection. These are the items that, on the day of inspection, EDI found to be in need of repair.

#### **Controller King Soopers**

- Zone 1- Replace 2 plugged mp nozzles S of controller
- Zone 2- Repair leak in drip line S of new shop
- Zone 4- Repair leak in drip line S near new shop
- Zone 6- Repair a lateral line break W entrance of Kings
- Zone 8- Replace broken mp nozzle along side walk
- Zone 17- Replace 2 plugged nozzles E of Gas Station
- Zone 22- Replace broken spray head near native area
- \*Multiple alarms for multiple zones, Necessary time will be taken to check controllers and wire connectivity
- -Install valve box for future main line connection
- -Replaced locks and padlocks on controller
- -Repair broken main line in order to start repairs

#### **Controller SE of Candelas Pkwy and 92nd Dr**

- -Repair broken main line as well as 2 wire NE Hwy and Candelas Pkwy
- Zone 6- Repair broken lateral line NE of Hwy 72 and Candelas Pkwy

#### **Controller SE Candelas Pkwy and 92nd Dr**

- Zone 4- Replace plugged mp nozzle S of Candelas Point
- Zone 9- Replace broken spray head near controller
- Zone 10- Repair broken lateral line E of controller
- Zone 15- Repair broken drip line along Hwy 72
- Zone 16- Repair broken drip line along Hwy 72
- Zone 18- Repair broken drip line along Hwy 72
- Zone 22- Repair broken drip line W of controller

#### **Controller S Tennis Park**

- Zone 2- Replace 2 broken spray heads near controller
- Zone 8- Replace broken spray head and 2 broken nozzles along sidewalk
- Zone 10- Replace 2 plugged nozzles near monument
- Zone 13- Replace 2 broken 12" spray heads on island
- -Necessary time will be taken to locate wire fault and reconnect with the controller SE of Candelas Pkwy and 92nd Dr.

<b>Group Total</b>	<b>\$2,835.96</b>
--------------------	-------------------

\_\_\_\_\_ By initialing here, the Client agrees to have the services in this group performed as part of this Agreement. If all groups are not accepted by the Client then the final price of this Agreement shall be adjusted accordingly.

<b>Agreement Total</b>	<b>\$2,835.96</b>
------------------------	-------------------

IRRIGATION TIME & MATERIAL AGREEMENT



<b>TITLE</b>	Jefferson Center - EDI Irrigation Repairs
<b>FILE NAME</b>	Change Order #7 f...ation Repairs.pdf
<b>DOCUMENT ID</b>	640b4ad132d84a7a20126b03d88b8be483684253
<b>AUDIT TRAIL DATE FORMAT</b>	MM / DD / YYYY
<b>STATUS</b>	● Signed

## Document History



SENT

**05 / 17 / 2022**

02:30:47 UTC

Sent for signature to Gregg Bradbury (gbradbury@churchranch.com) and Dale Coffman (dcoffman@environmentaldesigns.net) from dsolin@sdmsi.com  
IP: 50.78.200.153



VIEWED

**05 / 17 / 2022**

15:40:26 UTC

Viewed by Gregg Bradbury (gbradbury@churchranch.com)  
IP: 8.39.228.22



SIGNED

**05 / 17 / 2022**

15:40:56 UTC

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**05 / 17 / 2022**

16:39:27 UTC

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SIGNED

**05 / 17 / 2022**

18:28:18 UTC

Signed by Dale Coffman (dcoffman@environmentaldesigns.net)  
IP: 65.152.252.226



COMPLETED

**05 / 17 / 2022**

18:28:18 UTC

The document has been completed.

Vendor	Invoice #	Date	Amount in USD	Expense Account	Account Number	Department
AldermanBernstein	17711	5/5/2022	828.75	Legal	6750	3
CTL Thompson	622354	4/30/2022	5,431.50	Engineering	7840	3
Environmental Designs	151812	5/2/2022	2,630.92	Landscape Maintenance	7100	1
Golden Triangle Construction Inc	Application #3	4/30/2022	(253.65)	Retainage Payable	3311	3
Golden Triangle Construction Inc	Application #3	4/30/2022	5,073.00	Capital Outlay	7500	3
Independent District Engineering Services	8569	4/30/2022	595.50	Project management	7800	1
Independent District Engineering Services	8569	4/30/2022	44,458.02	Project management	7800	3
	21.1528,21.1508,21.0512,2					
	1.0862,20.0532,20.0465,20					
Martin Martin Inc	.0287,17.0725	3/31/2022	48,847.03	Engineering	7840	3
Norris Design, Inc	01-72186	3/31/2022	8,310.75	Engineering	7840	3
Otten Johnson Robinson Neff & Ragonetti	469281	5/13/2022	3,680.00	Legal	6750	3
Papillon LLC	1451	5/3/2022	37,860.08	Project management	7800	3
Special District Management Services, Inc.	04302022 JCMD1	4/30/2022	1,397.40	Management fees	6100	1
Special District Management Services, Inc.	04302022 JCMD1	4/30/2022	103.60	Election expense	6350	1
Storm Water Asset Protection, LLC	SWAP0534	4/30/2022	3,827.64	Capital Outlay	7500	3
SurvWest, LLC	145,700,145,690	4/25/2022	3,225.00	Engineering	7840	3
TIMCO Blasting and Coating, Inc.	2	4/25/2022	(6,364.41)	Retainage Payable	3311	3
TIMCO Blasting and Coating, Inc.	2	4/25/2022	127,288.18	Capital Outlay	7500	3
WYOCO Erosion Control, Inc.	2552/2557	3/31/2022	1,123.00	Capital Outlay	7500	3
Wagner Construction, Inc.	4	4/26/2022	(23,380.33)	Retainage Payable	3311	3
Wagner Construction, Inc.	4	4/26/2022	352,209.78	Capital Outlay	7500	3
Wagner Construction, Inc.	4	4/26/2022	115,396.90	Accounts receivable	1400	3
			<u>732,288.66</u>			
			4,727.42	General		
			<u>727,561.24</u>	Capital		
			<u>732,288.66</u>			

Jefferson Center Metropolitan District No. 1  
Financial Statements

March 31, 2022

ACCOUNTANT'S COMPILATION REPORT

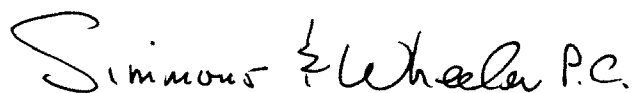
Board of Directors

Jefferson Center Metropolitan District No. 1

Management is responsible for the accompanying financial statements of each major fund of Jefferson Center Metropolitan District No. 1, as of and for the period ended March 31, 2022, which are comprised of the Balance Sheet and the related Statement of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual – Governmental Funds and account groups for the three months then ended in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with the Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

Management has elected to omit the Statement of Net Position, Statement of Activities, Management Discussion and Analysis and all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the District's financial position and results of operations. Accordingly, the financial statements are not designed for those who are not informed about such matters.

We are not independent with respect to Jefferson Center Metropolitan District No. 1 because we performed certain accounting services that impaired our independence.

A handwritten signature in black ink that reads "Simmons & Wheeler P.C." in a cursive, flowing script.

May 19, 2022  
Englewood, Colorado

**Jefferson Center Metropolitan District No.1**  
**Combined Balance Sheet**  
**March 31, 2022**

**See Accountant's Compilation Report**

	General <u>Fund</u>	Capital Projects <u>Fund</u>	Debt Service <u>Fund</u>	Account <u>Groups</u>	Total <u>All Funds</u>
<b>Assets</b>					
Current assets					
Cash checking	\$ -	\$ 11,194	\$ -	\$ -	\$ 11,194
Cash - Colotrust	378,881	480,613	699,108	-	1,558,602
Cash - Trustee	-	40,138,947	23,381,086	-	63,520,033
Cash with County Treasurer	14,385	-	143,871	-	158,256
Due from Developer	-	84,696	-	-	84,696
Construction deposit	-	102,786	-	-	102,786
	<u>393,266</u>	<u>40,818,236</u>	<u>24,224,065</u>	<u>-</u>	<u>65,435,567</u>
Other assets					
Fixed assets	-	-	-	40,431,730	40,431,730
Amount available in debt service fund	-	-	-	24,181,423	24,181,423
Amount to be provided for retirement of debt	-	-	-	101,574,192	101,574,192
	<u>-</u>	<u>-</u>	<u>-</u>	<u>166,187,345</u>	<u>166,187,345</u>
	<u>\$ 393,266</u>	<u>\$ 40,818,236</u>	<u>\$ 24,224,065</u>	<u>\$ 166,187,345</u>	<u>\$ 231,622,912</u>
<b>Liabilities and Equity</b>					
Current liabilities					
Accounts payable	\$ 17,701	\$ 1,470,297	\$ -	\$ -	\$ 1,487,998
Retainage payable	-	142,434	-	-	142,434
Due to JCMD #2	-	-	42,642	-	42,642
	<u>17,701</u>	<u>1,612,731</u>	<u>42,642</u>	<u>-</u>	<u>1,673,074</u>
Refunding Revnue Loan, Series 2020A-1	-	-	-	27,895,000	27,895,000
Special Revenue Bonds, Series 2020A-2	-	-	-	16,265,000	16,265,000
Subordinate Special Revenue Bonds, Series 2020B	-	-	-	80,980,000	80,980,000
Line of Credit - Series 2010B	-	-	-	615,210	615,210
Accrued interest - Series 2010B	-	-	-	405	405
	<u>-</u>	<u>-</u>	<u>-</u>	<u>125,755,615</u>	<u>125,755,615</u>
Total liabilities	<u>17,701</u>	<u>1,612,731</u>	<u>42,642</u>	<u>125,755,615</u>	<u>127,428,689</u>
Fund equity and other credits					
Investment in fixed assets	-	-	-	40,431,730	40,431,730
Fund balance - Reserve Fund			11,653,268	-	11,653,268
Fund balance - Cap I Fund			9,358,711	-	9,358,711
Fund balance - Surplus Fund - \$3,578,798 max			3,169,444	-	3,169,444
Fund balance	<u>375,565</u>	<u>39,205,505</u>	<u>-</u>	<u>-</u>	<u>39,581,070</u>
	<u>375,565</u>	<u>39,205,505</u>	<u>24,181,423</u>	<u>40,431,730</u>	<u>104,194,223</u>
	<u>\$ 393,266</u>	<u>\$ 40,818,236</u>	<u>\$ 24,224,065</u>	<u>\$ 166,187,345</u>	<u>\$ 231,622,912</u>

**Jefferson Center Metropolitan District No.1**  
**Statement of Revenues, Expenditures and Changes in Fund Balance**  
**Budget and Actual**  
**For the Three Months Ended March 31, 2022**  
**General Fund**

**See Accountant's Compilation Report**

	Annual <u>Budget</u>	Actual <u>Quarter</u>	Actual Year to <u>Date</u>	Variance Favorable <u>(Unfavorable)</u>
<b>Revenues</b>				
Property taxes	\$ 257,570	\$ 110,976	\$ 110,976	\$ (146,594)
Less AURA portion of District taxes	(174,887)	(41,182)	(41,182)	133,705
Specific ownership taxes	18,030	4,626	4,626	(13,404)
AURA tax increment	174,887	41,182	41,182	(133,705)
Interest income	9,984	429	429	(9,555)
	<u>285,584</u>	<u>116,031</u>	<u>116,031</u>	<u>(169,553)</u>
<b>Expenditures</b>				
Accounting	6,000	6,043	6,043	(43)
Audit	5,500	-	-	5,500
Election expense	2,000	222	222	1,778
Insurance	6,300	5,225	5,225	1,075
Landscape maintenance	31,600	7,517	7,517	24,083
Landscape repairs	15,000	-	-	15,000
Legal	55,000	20,491	20,491	34,509
Management fees	32,000	6,031	6,031	25,969
Miscellaneous	2,000	125	125	1,875
Office supplies	1,000	-	-	1,000
Project management	3,500	1,346	1,346	2,154
Snow removal	3,000	1,377	1,377	1,623
Treasurer fees	3,864	1,047	1,047	2,817
Utilities	10,000	1,594	1,594	8,406
Transfer to JCMD #2 General Fund	53,978	7,904	7,904	46,074
Transfer to Mt Shadows for O&M	11,283	-	-	11,283
Emergency reserve	5,303	-	-	5,303
Contingency	469,738	-	-	469,738
	<u>717,066</u>	<u>58,922</u>	<u>58,922</u>	<u>658,144</u>
Excess (deficiency) of revenues over expenditures	(431,482)	\$ <u>57,109</u>	57,109	488,591
Fund balance beginning	<u>431,482</u>		<u>318,456</u>	<u>(113,026)</u>
Fund balance ending	\$ <u><u>-</u></u>		\$ <u><u>375,565</u></u>	\$ <u><u>375,565</u></u>

**Jefferson Center Metropolitan District No.1**  
**Statement of Revenues, Expenditures and Changes in Fund Balance**  
**Budget and Actual**  
**For the Three Months Ended March 31, 2022**  
**Capital Projects Fund**

**See Accountant's Compilation Report**

	<u>Annual Budget</u>	<u>Actual Quarter</u>	<u>Actual Year to Date</u>	<u>Variance Favorable (Unfavorable)</u>
<b>Revenues</b>				
Interest income	\$ -	\$ 13,835	\$ 13,835	\$ 13,835
Other reimbursements	-	234,160	234,160	234,160
Developer advances	-	615,210	615,210	615,210
	<u>-</u>	<u>863,205</u>	<u>863,205</u>	<u>863,205</u>
<b>Expenditures</b>				
Legal	40,000	29,495	29,495	10,505
Capital outlay	45,911,113	2,176,616	2,176,616	43,734,497
Project management	350,000	207,512	207,512	142,488
Engineering	900,000	179,935	179,935	720,065
	<u>47,201,113</u>	<u>2,593,558</u>	<u>2,593,558</u>	<u>44,607,555</u>
Excess (deficiency) of revenues over expenditures	(47,201,113)	\$ <u>(1,730,353)</u>	(1,730,353)	45,470,760
Fund balance beginning	<u>47,201,113</u>		<u>40,935,858</u>	<u>(6,265,255)</u>
Fund balance ending	\$ <u>-</u>		\$ <u>39,205,505</u>	\$ <u>39,205,505</u>

**Jefferson Center Metropolitan District No.1**  
**Statement of Revenues, Expenditures and Changes in Fund Balance**  
**Budget and Actual**  
**For the Three Months Ended March 31, 2022**  
**Debt Service Fund**

**See Accountant's Compilation Report**

	<u>Annual Budget</u>	<u>Actual Quarter</u>	<u>Actual Year to Date</u>	<u>Variance Favorable (Unfavorable)</u>
<b>Revenues</b>				
Property taxes	\$ 2,576,057	\$ 1,109,912	\$ 1,109,912	\$ (1,466,145)
Less AURA portion of District taxes	(1,749,112)	(411,874)	(411,874)	1,337,238
Specific ownership taxes	180,324	46,268	46,268	(134,056)
Interest income	-	6,401	6,401	6,401
Transfer from District #2 DS	1,406,438	576,489	576,489	(829,949)
AURA tax increment	1,749,112	411,874	411,874	(1,337,238)
AURA increment - other governments	<u>1,249,973</u>	<u>465</u>	<u>465</u>	<u>(1,249,508)</u>
	<u>5,412,792</u>	<u>1,739,535</u>	<u>1,739,535</u>	<u>(3,673,257)</u>
<b>Expenditures</b>				
Transfer to District #2/Vauxmont - Debt Service	1,249,973	465	465	1,249,508
Series 2020 A-1 Principal	2,430,000	-	-	2,430,000
Series 2020 A-1 Interest	557,900	-	-	557,900
Series 2020 A-2 Interest	696,919	-	-	696,919
Series 2020B Principal	5,000	-	-	5,000
Series 2020B Interest	4,656,350	-	-	4,656,350
Paying agent fees	7,000	-	-	7,000
Treasurer's fees	<u>38,641</u>	<u>10,470</u>	<u>10,470</u>	<u>28,171</u>
	<u>9,641,783</u>	<u>10,935</u>	<u>10,935</u>	<u>9,630,848</u>
<b>Excess (deficiency) of revenues over expenditures</b>	(4,228,991)	\$ <u><u>1,728,600</u></u>	1,728,600	5,957,591
<b>Fund balance beginning</b>	<u>22,409,838</u>		<u>22,452,823</u>	<u>42,985</u>
<b>Fund balance ending</b>	\$ <u><u>18,180,847</u></u>		\$ <u><u>24,181,423</u></u>	\$ <u><u>6,000,576</u></u>



Jefferson Center Metropolitan District No. 1  
Cash Position  
May 17, 2022

	First Bank General Fund	First Bank Capital Fund	Colotrust General Fund	Colotrust Debt Service Fund	Colotrust Capital	UMB Indiana Escrow	UMB Senior Project Fund	UMB Subordinate Project Fund	Total
Balance at 4/19/2022	0.00	11,195.00	405,634.82	806,983.21	504,239.79	3,222.00	7.66	40,135,711.12	41,866,993.60
Transfer from CT to First Bank	0.00	105,000.00			(105,000.00)				0.00
April bill.com payments	(17,700.52)	(889,885.89)							(907,586.41)
Xcel Construction Payments		(580,410.97)							(580,410.97)
Xcel Payments	(93.13)								(93.13)
Bank Charge	(50.00)								(50.00)
ZD Investments LLC					18,555.00				18,555.00
Transfer to Mountain Shadows MD						(3,222.00)			(3,222.00)
4/30/2022 Interest Income			602.01					14,098.22	14,700.23
Property taxes received 5/10/2022			10,198.95	102,003.71					112,202.66
Transfer between funds	17,843.65	(17,843.65)	(17,843.65)		17,843.65				0.00
Project Fund Requisition #6								(22,152.65)	(22,152.65)
Project Fund Requisition #7		605,603.86						(605,603.86)	0.00
Project Fund Requisition #8		541,495.34						(541,495.34)	0.00
Project Fund Requisition #9		323,190.00						(323,190.00)	0.00
Project Fund Requisition #23		7.66					(7.66)		0.00
Balance at 5/17/2022	0.00	98,351.35	398,592.13	908,986.92	435,638.44	0.00	0.00	38,657,367.49	40,498,936.33

Jefferson Center Metropolitan District No. 1  
Non revolving Line of Credit Note, Series 2010B

Interest is 8%

Unpaid interest compounds annually on December 15th

Payments of principal & interest shall be payable on December 15th each year after all payments due & owing on the Senior Obligations in that year have been fully paid.

	Principal Paid	Interest Paid	Total Amount Paid	Principal Received	Principal	Interest	Accrued Interest	Days
3/28/22				615,210.26	615,210.26			
3/31/22					615,210.26	404.52	404.52	3.00
4/26/2022	(537,584.96)	(3,910.38)	(541,495.34)		77,625.30	3,505.86	(0.00)	26.00
5/24/2022	(77,625.30)	(476.38)	(78,101.68)		0.00	476.39	0.00	28.00
	<hr/>							
	(615,210.26)	(4,386.76)	(619,597.02)					
	<hr/>							

JEFFERSON CENTER METROPOLITAN DISTRICT NO. 1  
2022 FORECAST OF GENERAL FUND REVENUES AND EXPENDITURES  
AS of 4/30/2022

	Acutal Paid/Received in												December 2022 received/paid in	January 2023	Total Actual	Total Estimated	Total year to date & estimate	Difference to original budget
	2022 Budget	January	February	March	April	May	June	July	August	September	October	November	December					
Revenues:																		
Property taxes (net of AURA increment)	82,683		267	56,487	13,041	8,971		3,918							69,794	12,889	82,683	-
Specific ownership taxes	18,030		1,634	1,449	1,543	1,328	1,488	1,488	1,488	1,488	1,488	1,488	1,488	1,488	4,626	13,235	17,861	(169)
AURA tax increment - District's mill levy	174,887			41,187		66,850			66,850						41,187	133,700	174,887	-
Interest Income	9,984	56	68	309	602	259	259	259	259	259	259	259	259		1,035	2,070	3,105	(6,879)
Total Revenues	285,584	56	1,969	99,431	15,186	77,407	1,747	5,665	68,597	1,747	1,747	1,747	1,747	1,488	116,642	161,894	278,536	(7,048)
Expenses:																		
Legal	55,000			13,968	6,522	6,830	6,830	6,830	6,830	6,830	6,830	6,830	6,830	6,830	20,490	61,470	81,960	(26,960)
Accounting	6,000				6,043	2,014	2,014	2,014	2,014	2,014	2,014	2,014	2,014	2,014	6,043	18,129	24,172	(18,172)
Audit	5,500								5,500						-	5,500	5,500	-
Landscape Maintenance															-	-	-	-
Monthly Ground Services	31,600	2,506	2,506	-	2,506	2,506	2,506	2,506	2,506	2,506	2,506	2,506	2,506	2,506	7,518	22,554	30,072	1,528
Snow removal	3,000	380	903		95							541	541	541	1,378	1,622	3,000	-
Repairs	15,000					1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	-	15,000	15,000	-
Management fees	32,000		2,634	1,705	1,693	2,011	2,011	2,011	2,011	2,011	2,011	2,011	2,011	2,011	6,032	18,096	24,128	7,872
Project Management	3,500		312	438	596	449	449	449	449	449	449	449	449	449	1,346	4,038	5,384	(1,884)
Elections	2,000				222	222									222	222	444	1,556
Insurance	6,300	5,225													5,225	-	5,225	1,075
Miscellaneous	2,000	30	20	51	74	44	44	44	44	44	44	44	44		175	350	525	1,475
Office Supplies	1,000					111	111	111	111	111	111	111	111	111	-	1,000	1,000	-
Utilities	10,000														-	-	-	10,000
Xcel Energy		85	99	95	93	372	372	372	372	372	372	372	372		372	2,976	3,348	(3,348)
City of Arvada		798		517		658		658	658	658		658	658		1,315	2,630	3,945	(3,945)
Treasurer's fees	3,864		4	847	196	135	-	59	-	-	-	-	-	-	1,047	193	1,240	2,624
Transfer to #2 General Fund	53,978					13,495		13,495			13,495			13,495	-	53,978	53,978	-
Transfer to Mt Shadows for O&M	11,283								11,283						-	11,283	11,283	-
Total Expenses (less contingency & reserve)	242,025	9,024	6,478	17,621	18,040	30,512	16,003	30,214	32,786	16,661	29,498	17,201	16,544	29,623	51,163	219,041	270,204	(28,179)
Funds Remaining	43,559	(8,968)	(4,509)	81,810	(2,854)	46,895	(14,256)	(24,549)	35,811	(14,914)	(27,751)	(15,454)	(14,797)	(28,134)	65,479	(57,148)	8,332	(35,227)

**Jefferson Center Metropolitan District No. 1**  
**2020 Capital Improvements Bond Summary**  
**April 2020**

5/10/2022

Current 2020 Projects	Initial Budget	Budget Detail	Adjustments	Current Budget	Projected Cost	Variance	Notes
<b>Original Bond Proceeds</b>	<b>\$53,097,717.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$53,097,717.00</b>			
Adjustments							
Candelas Medical Escrow							
Phase 1	\$245,499.00	\$245,499.00	\$0.00	\$245,499.00			
Phase 2	\$1,081,620.00	\$1,081,620.00	\$0.00	\$1,081,620.00			
CMMD Traffic Signal Funding Balance	\$421,206.00	\$421,206.00	\$0.00	\$421,206.00			
Denver Water Reimbursement	\$0.00	\$0.00	\$232,744.77	\$232,744.77			Outside Funding
Developer Funding	\$0.00	\$0.00	\$0.00	\$0.00			Outside Funding
North Indiana Commercial	\$0.00	\$0.00	\$302,301.97	\$302,301.97			Grading Budget
Candelas Medical	\$0.00	\$0.00	\$0.00	\$0.00			
Candelas Parkway Commercial	\$0.00	\$0.00	\$0.00	\$0.00			
Hwy 72 Welton	\$0.00	\$0.00	\$0.00	\$0.00			
Hwy 72 - Taylor Morrison Residential	\$0.00	\$0.00	\$0.00	\$0.00			
Hwy 72 North Commercial	\$0.00	\$0.00	\$0.00	\$0.00			
Hwy 72 - 93 North	\$0.00	\$0.00	\$0.00	\$0.00			
Hwy 72 - 93 South	\$0.00	\$0.00	\$0.00	\$0.00			
	\$0.00	\$0.00	\$0.00	\$0.00			
<b>Available Bond Proceeds</b>	<b>\$54,846,042.00</b>	<b>\$1,748,325.00</b>	<b>\$535,046.74</b>	<b>\$55,381,088.74</b>			
<b>Current Commitments:</b>							
Water Acquisitions	\$1,135,700.00	\$1,135,700.00	(\$1,135,700.00)	\$0.00	\$0.00		Hwy 93-72 N & Unassign
Taylor Morrison Secondary	\$3,000,000.00	\$3,000,000.00	(\$2,275,000.00)	\$725,000.00	\$725,000.00		TM & Hwy 72 N & S
Arvada Indiana Improvements	\$3,800,000.00	\$3,800,000.00	(\$3,800,000.00)	\$0.00	\$0.00		Hwy 93 & 72 North
<b>Current Commitments Subtotal:</b>	<b>\$7,935,700.00</b>	<b>\$7,935,700.00</b>	<b>(\$7,210,700.00)</b>	<b>\$725,000.00</b>	<b>\$725,000.00</b>	<b>\$0.00</b>	
<b>Projects:</b>							
<u>North Indiana Commercial; Parcel P10</u>							
Primary	\$3,358,716.00						
Secondary	\$5,239,641.00						
Detail							
Consultants		\$486,968.00	\$0.00	\$486,968.00	\$639,489.47	(\$152,521.47)	
Contracts		\$7,098,318.00	\$0.00	\$7,098,318.00	\$7,168,599.84	(\$70,281.84)	
Phase Allowance		\$599,885.00	\$0.00	\$599,885.00	\$599,885.00	\$0.00	
District Administration		\$413,186.00	\$0.00	\$413,186.00	\$413,186.00	\$0.00	
Subtotal:	\$8,598,357.00	\$8,598,357.00	\$0.00	\$8,598,357.00	\$8,821,160.31	(\$222,803.31)	
<u>Candelas Medical; Parcel P9</u>							
Primary	\$649,193.00						
Secondary	\$5,432,105.00						
Detail							
Consultants		\$283,518.00	\$0.00	\$283,518.00	\$172,476.79	111,041.21	
Contracts		\$5,065,820.00	\$0.00	\$5,065,820.00	\$4,500,091.20	565,728.80	
Phase Allowance		\$424,277.00	\$0.00	\$424,277.00	\$424,277.00	0.00	
District Administration		\$307,683.00	\$0.00	\$307,683.00	\$307,683.00	0.00	
Subtotal:	\$6,081,298.00	\$6,081,298.00	\$0.00	\$6,081,298.00	\$5,404,527.99	676,770.01	
<u>Candelas Parkway Commercial; Parcel P7</u>							
Primary	\$404,849.00						
Secondary	\$0.00						
Detail							
Consultants		\$22,638.00	\$0.00	\$22,638.00	\$21,891.00	\$747.00	
Contracts		\$334,759.00	(\$137,170.00)	\$197,589.00	\$197,589.00	\$0.00	Pkwy Sidewalk
Phase Allowance		\$28,245.00	\$0.00	\$28,245.00	\$28,245.00	\$0.00	
District Administration		\$19,207.00	\$0.00	\$19,207.00	\$19,207.00	\$0.00	
Subtotal:	\$404,849.00	\$404,849.00	-\$137,170.00	\$267,679.00	\$266,932.00	\$747.00	
<u>Hwy 72 Welton; Parcel P8</u>							
Primary	\$3,054,391.00						
Secondary	\$0.00						
Detail							
Consultants		\$173,384.00	\$0.00	\$173,384.00	\$209,401.00	(\$36,017.00)	
Contracts		\$2,520,795.00	\$0.00	\$2,520,795.00	\$2,520,795.00	\$0.00	
Phase Allowance		\$213,097.00	\$0.00	\$213,097.00	\$213,097.00	\$0.00	
District Administration		\$147,115.00	\$0.00	\$147,115.00	\$147,115.00	\$0.00	
Subtotal:	\$3,054,391.00	\$3,054,391.00	\$0.00	\$3,054,391.00	\$3,090,408.00	(\$36,017.00)	
<u>Hwy 72 - Taylor Morrison Residential; Parcel P7</u>							

Primary	\$9,733,346.00						
Secondary	\$737,719.00						
Detail							
Consultants		\$1,240,535.00	\$0.00	\$1,240,535.00	\$1,474,006.00	(\$233,471.00)	
Contracts		\$7,964,993.00	\$312,170.00	\$8,277,163.00	\$8,609,504.71	(\$332,341.71)	Pkwy Sidewalk
Phase Allowance		\$730,540.00	\$0.00	\$730,540.00	\$730,540.00	\$0.00	
District Administration		\$534,997.00	\$0.00	\$534,997.00	\$534,997.00	\$0.00	
Subtotal:	\$10,471,065.00	\$10,471,065.00	\$312,170.00	\$10,783,235.00	\$11,349,047.71	(\$565,812.71)	
Hwy 72 North Commercial: Parcel P5							
Primary	\$2,812,447.00						
Secondary	\$0.00						
Detail							
Consultants		\$157,259.00	\$100,000.00	\$257,259.00	\$335,654.22	(\$78,395.22)	Denver Water
Contracts		\$2,325,538.00	\$500,000.00	\$2,825,538.00	\$2,757,816.42	\$67,721.58	Denver Water
Phase Allowance		\$196,217.00	\$0.00	\$196,217.00	\$196,217.00	\$0.00	
District Administration		\$133,433.00	\$0.00	\$133,433.00	\$133,433.00	\$0.00	
Subtotal:	\$2,812,447.00	\$2,812,447.00	\$600,000.00	\$3,412,447.00	\$3,423,120.64	(\$10,673.64)	
Hwy 72 - 93 North: Parcels P1 and P3							
Primary	\$6,197,157.00						
Detail							
Consultants		\$350,889.00	\$0.00	\$350,889.00	\$510,772.00	(\$159,883.00)	
Contracts		\$5,116,184.00	\$4,675,000.00	\$9,791,184.00	\$9,902,609.00	(\$111,425.00)	
Phase Allowance		\$432,360.00	\$0.00	\$432,360.00	\$432,360.00	\$0.00	
District Administration		\$297,724.00	\$0.00	\$297,724.00	\$297,724.00	\$0.00	
Secondary	\$1,696,753.00	\$1,696,753.00	\$0.00	\$1,696,753.00	\$1,696,753.00	\$0.00	
Detail							
Consultants		\$0.00	\$0.00	\$0.00		\$0.00	
Contracts		\$0.00	\$0.00	\$0.00		\$0.00	
Phase Allowance		\$0.00	\$0.00	\$0.00		\$0.00	
District Administration		\$0.00	\$0.00	\$0.00		\$0.00	
Subtotal:	\$7,893,910.00	\$7,893,910.00	\$4,675,000.00	\$12,568,910.00	\$12,840,218.00	(\$271,308.00)	
Hwy 72 - 93 South: Parcels P2 and P4							
Primary	\$4,627,676.00						
Detail							
Consultants		\$262,085.00	\$0.00	\$262,085.00	\$214,790.00	\$47,295.00	
Contracts		\$3,820,355.00	\$0.00	\$3,820,355.00	\$3,820,355.00	\$0.00	
Phase Allowance		\$322,861.00	\$0.00	\$322,861.00	\$322,861.00	\$0.00	
District Administration		\$222,375.00	\$0.00	\$222,375.00	\$222,375.00	\$0.00	
Secondary	\$0.00	\$0.00	\$1,500,000.00	\$1,500,000.00	\$1,500,000.00	\$0.00	TM Secondary
Subtotal:	\$4,627,676.00	\$4,627,676.00	\$1,500,000.00	\$6,127,676.00	\$6,080,381.00	\$47,295.00	
Consolidated Mutual - Welton Reservoir							
Phase 1	\$0.00						
Phase 2	\$0.00						
Detail							
Consultants		\$0.00	\$0.00	\$0.00	\$25,000.00	(\$25,000.00)	
Contracts		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Phase Allowance		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
District Administration		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Subtotal:	\$0.00	\$0.00	\$0.00	\$0.00	\$25,000.00	(\$25,000.00)	
Unassigned Commitments							
Phase 1	\$0.00						
Phase 2	\$0.00						
Detail							
Consultants		\$0.00	\$0.00	\$0.00	\$164,536.67	(\$164,536.67)	
Contracts		\$0.00	\$260,700.00	\$260,700.00	\$329,518.14	(\$68,818.14)	
Phase Allowance		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
District Administration		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Subtotal:	\$0.00	\$0.00	\$260,700.00	\$260,700.00	\$494,054.81	(\$233,354.81)	
Candelas Point							
Phase 1	\$0.00						
Phase 2	\$0.00						
Detail							
Consultants		\$0.00	\$0.00	\$0.00	\$7,000.00	(\$7,000.00)	
Contracts		\$0.00	\$0.00	\$0.00	\$77,906.56	(\$77,906.56)	
Phase Allowance		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
District Administration		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

Subtotal:	\$0.00	\$0.00	\$0.00	\$0.00	\$84,906.56	(\$84,906.56)	
<b>Current Projects Subtotal:</b>	<b>\$43,943,993.00</b>	<b>\$43,943,993.00</b>	<b>\$7,210,700.00</b>	<b>\$51,154,693.00</b>	<b>\$51,879,757.02</b>	<b>(\$725,064.02)</b>	
<b>Current Commitments and Projects</b>	<b>\$51,879,693.00</b>	<b>\$51,879,693.00</b>	<b>\$0.00</b>	<b>\$51,879,693.00</b>	<b>\$52,604,757.02</b>	<b>(\$725,064.02)</b>	
<b>Net Bond Proceeds Remaining</b>	<b>\$2,966,349.00</b>			<b>\$3,501,395.74</b>			Denver Water & Developer
<b>Remaining Projects</b>	<b>Initial Budget</b>	<b>Budget Detail</b>	<b>Adjustments</b>	<b>Current Budget</b>			
<b>Projects:</b>							
Candelas Parkway Commercial; Parcel P7							
Secondary	\$590,175.00	\$0.00	\$0.00	\$590,175.00			
Hwy 72 Welton; Parcel P8							
Secondary	\$2,360,700.00	\$0.00	\$0.00	\$2,360,700.00			
Hwy 72 - Taylor Morrison Residential; Parcel P7							
Secondary - Phase 1	\$27,000,000.00	\$0.00	\$0.00	\$27,000,000.00			
Secondary - Phase 2	\$15,000,000.00	\$0.00	\$0.00	\$15,000,000.00			
Recreation Center	\$11,803,500.00	\$0.00	\$0.00	\$11,803,500.00			
Subtotal:	\$53,803,500.00	\$0.00	\$0.00	\$53,803,500.00			
Hwy 72 North Commercial; Parcel P5							
Secondary	\$1,844,297.00	\$0.00	\$0.00	\$1,844,297.00			
Hwy 72 South Commercial; Yenter							
Primary	\$1,339,960.00	\$0.00	\$0.00	\$1,339,960.00			
Secondary	\$0.00	\$0.00	\$0.00	\$0.00			
Subtotal:	\$1,339,960.00	\$0.00	\$0.00	\$1,339,960.00			
Hwy 72 - 93 South; Parcels P2 and P4							
Secondary	\$4,434,804.00	\$0.00	(\$1,500,000.00)	\$2,934,804.00			
Hwy 72 South Industrial							
Primary	\$1,378,805.00	\$0.00	\$0.00	\$1,378,805.00			
Secondary	\$1,106,578.00	\$0.00	\$0.00	\$1,106,578.00			
Subtotal:	\$2,485,383.00	\$0.00	\$0.00	\$2,485,383.00			
Indiana South Commercial							
Primary	\$0.00	\$0.00	\$0.00	\$0.00			
Secondary	\$0.00	\$0.00	\$0.00	\$0.00			
Subtotal:	\$0.00	\$0.00	\$0.00	\$0.00			
<b>Total Remaining Projects:</b>	<b>\$66,858,819.00</b>	<b>\$0.00</b>	<b>-\$1,500,000.00</b>	<b>\$65,358,819.00</b>			

CONDENSED SOURCES & USES  
As of 5/19/22

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

Pre - December 2, 2019 Summary											
SOURCES		RESIDENTIAL USES					COMMERCIAL USES				BALANCE
Existing Agreements	Beginning Balance	MSMD	CPMD	ARP	Total Residential	Unallocated	Beginning	Allocations	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	176.68
Less Restricted Beginning Commercial	(150.00)
Unrestricted Available	26.68
Plus Options Exercised	85.05
Plus Options to be Exercised	7.42
Net Unrestricted Available	119.15

Reconciliation to Post 12/2/19 - CCLLC

CCLLC Held Balance 363.05

Post - 12/2/2019 Allocations																		
SOURCES		RESIDENTIAL USES				COMERCIAL USES										BALANCE		
Sources	Unrestricted Including CCLLC	Whisper Village	Taylor Morrison	Allocated	Unrestricted Available	IGA Restricted Balance	Kentro Retail 1	Kentro Retail 2	SCL - Candelas Medical	Whisper Village	Arvada Fire	Freedom Street Restaurant	Z&N Retail	Total Commercial	Not Allocated	Combined Allocations	CCLLC Available	Restricted Commercial Available
Allocations JCMD2	119.15	33.00	86.15	119.15	-	150.00	2.50	2.50	2.50	15.00	2.50	2.50	2.50	30.00	120.00	149.15	-	120.00
Allocations CCLLC	363.05	-	224.85	224.85	138.20	-	-	-	-	-	-	-	-	-	-	224.85	138.20	-

**COMMERCIAL WATER ALLOCATION COMMITMENTS**  
**As of 5/19/22**

User	Final Tap Size	Final Allocation	Final Letter Date	Preliminary Tap Size	Preliminary Allocation	Preliminary Letter Date	Available Balance (AF)
<b>Pre-12/2/19 Allocations</b>							
<b>Final Allocations</b>							<b>594.23</b>
Yenter	1.00	1.25					<b>592.98</b>
Plains End	2.00	4.00					<b>588.98</b>
Candelas Parkway Irrigation	1.00	1.25					<b>587.73</b>
King Soopers	2.00	4.00	3/20/2019				<b>583.73</b>
King Soopers Gas Station	0.75	0.75	3/20/2019				<b>582.98</b>
King Soopers Retail Center	2.00	4.00	3/20/2019				<b>578.98</b>
Sautter Arvada School	1.00	1.25	3/20/2019				<b>577.73</b>
7-11	1.00	1.25	3/20/2019				<b>576.48</b>
Starbucks	1.00	1.25	3/20/2019				<b>575.23</b>
Three Creeks Elementary	3.00	7.50	3/20/2019				<b>567.73</b>
Whisper Creek Station - Arvada PD	1.00	1.25	3/20/2019				<b>566.48</b>
Candelas Point Retail (Block 1, Lot 3)	1.50	2.50	3/29/2019				<b>563.98</b>
Candelas Point Retail (Block 1, Lot 4)	1.50	2.50	3/29/2019				<b>561.48</b>
Chase Bank	1.00	1.25	4/5/2019				<b>560.23</b>
First Bank	1.00	1.25	7/30/2019				<b>558.98</b>
Wendy's	1.00	1.25	7/30/2019				<b>557.73</b>
Wild Grass Lot 3 (Bldg. A)				1.50	2.50	4/11/2019	<b>555.23</b>
Wild Grass Lot 3 (Bldg. B)				1.50	2.50	4/11/2019	<b>552.73</b>
Wild Grass Lot 3 (Bldg. C)				2.00	4.00	4/11/2019	<b>548.73</b>
Wild Grass Lot 3 (Bldg. D)				2.00	4.00	4/11/2019	<b>544.73</b>
Indiana Plaza				1.00	1.25	4/19/2019	<b>543.48</b>
Primrose School				1.50	2.50	4/25/2019	<b>540.98</b>
Les Schwab				1.00	1.25	8/16/2019	<b>539.73</b>
<b>Total</b>		<u>36.50</u>			<u>18.00</u>		
<b>Initial Allocation Not Included</b>							
Cimarron Commercial LLC					363.05		<b>176.68</b>
<b>Post-12/2/19 Allocations</b>							
Beginning Balance							<b>150.00</b>
Kentro Retail 1				1.50	2.50	10/7/2009	<b>147.50</b>
Kentro Retail 2				1.50	2.50	10/7/2019	<b>145.00</b>
Candelas Medical - SCL				1.50	2.50	10/7/2019	<b>142.50</b>
Whisper Village Commercial (TBD)					15.00		<b>127.50</b>
Arvada Fire				1.50	2.50	3/19/2021	<b>125.00</b>
Freedom Street Restaurant				1.50	2.50	6/3/2021	<b>122.50</b>
Z&N Retail				1.50	2.50	1/1/2022	<b>120.00</b>
<b>Total</b>					<u>30.00</u>		
<b>Total Acre Feet Remaining Unallocated</b>							<b>120.00</b>

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



**RESIDENTIAL WATER ALLOCATION COMMITMENTS**  
**As of 5/19/22**

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

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

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

**RECITALS**

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

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

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

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

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

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

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

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

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

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

## **AGREEMENT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

To the District:	Jefferson Center Metropolitan District No. 1 141 Union Blvd., Suite 150 Lakewood, Colorado 80228 Phone: 303-987-0835 Email: dsolin@sdmsi.com Attn: David Solin, Manager
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With a Copy To:	McGeady Becher P.C. 450 E. 17 <sup>th</sup> Ave., Suite 400 Denver, Colorado 80203-1254 Phone: 303-592-4380 Email: legalnotices@specialdistrictlaw.com
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To the City:	City of Arvada 8101 Ralston Road Arvada, CO 80001 Attn: Ryan Stachelski Telephone: 720-898-7016 Email: rstachelski@arvada.org
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With a Copy To: Rachel Morris  
City Attorney  
City of Arvada  
8101 Ralston Road  
Arvada, CO 80001

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

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

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

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

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

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

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

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

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

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

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

**[SIGNATURE PAGE FOLLOWS]**



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

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

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

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

Attest:

\_\_\_\_\_  
Secretary

**ARVADA**

**CITY OF ARVADA**, a Colorado home rule  
municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Kristen Rush, City Clerk

Approved as to form:

\_\_\_\_\_  
Rachel Morris, City Attorney

**EXHIBIT A**  
**FINAL PLAT OFFSITE PUBLIC IMPROVEMENTS**

(see attached)